COMMON COUNCIL
CITY OF BELLEVUE, IDAHO
TUESDAY, OCTOBER 15, 2024, 5:30 PM
115 E. PINE STREET, BELLEVUE, IDAHO 83313

AGENDA

Agendas may be Amended

JOIN ZOOM MEETING:
https://us02web.zoom.us/j/84076307214?pwd=j107myaUgd7zcb3dGNwyKGG38pxjug.1

MEETING ID: 840 7630 7214
PASSCODE: 606XKF

ONE TAP MOBILE
+1-253-215-8782 US (Tacoma)
+1-346-248-7799 US (Houston)

PLEASE MUTE YOUR CALL: PLEASE TURN OFF ALL CELL PHONES EXCEPT FOR EMERGENCY PERSONNEL.

CALL TO ORDER

ROLL CALL

1. **NOTICE OF AGENDA COMPLIANCE** (PER IDAHO CODE ***§74-204***): **ACTION ITEM**
   Finding that *the regular meeting notice and agenda were posted in accordance with Idaho Code* ***§74-204*** *within forty-eight (48) hours prior to the meeting at: the City of Bellevue City Hall, Post Office, and on the City's website on October 10, 2024.* ***Suggested Motion****: Move that the notice for the October 15, 2024, regular meeting was completed in accordance with Idaho Code, Section §74-204.)*

2. **CALL FOR CONFLICT** (AS OUTLINED IN IDAHO CODE **§74-404**): **ACTION ITEM**

3. **PUBLIC COMMENT** (FOR ITEMS OF CONCERN **NOT** ON THE AGENDA – (**COMMENTS ARE LIMITED TO *3 TO 5 MINUTES***)

4. **CONSENT AGENDA**: **ACTION ITEMS**
   a. Approval of Claims: FY24 Payables dated 9/30/2024 and New Claims for 10/15/2024.
   b. Approval of minutes: September 9, and September 23, 2024, regular meeting minutes

5. **OLD BUSINESS: ACTION ITEM**
   a. Consideration and approval of Resolution No. *2389*, A Resolution of the City of Bellevue, Idaho, Authorizing the Mayor to Execute an amended agreement for services with Lunceford Excavation, Inc. for Snow Removal Services in an Amount not to exceed $30,000.00: Chris Johnson, Mayor | **ACTION ITEM**

6. **PRESENTATION**: Consideration of a service contract proposal presentation for SAFEbuilt, a Building Permitting Company: SAFEbuilt Representatives, Brian Parker, Community Development Director

7. **WORK SESSION**: Discussion regarding Blue Cross Community Health Academy Grant Money project options: Shelly Shoemaker, Treasurer, Chris Johnson, Mayor

8. **EXECUTIVE SESSION: PURSUANT TO IDAHO CODE §74-206(1)(A)**: **ACTION ITEM**
   For the Purpose of Considering Hiring a Public Officer, Employee, Staff Member or Individual Agent, Wherein the Respective Qualities of Individuals are to be Evaluated in Order to Fill a Particular Vacancy or Need: **ACTION ITEM**

9. **NEW BUSINESS**
   a. **APPOINTMENT OF NEW CITY CLERK: ACTION ITEM**
      i. Consideration and Approval of Resolution No. 23__, Appointing Amy Phelps to Serve as Bellevue City Clerk; Providing for an Effective Date| **ACTION ITEM**

   b. Consideration and approval of Resolution No. 23__, A resolution of the City of Bellevue, Idaho, Authorizing the Mayor to execute a contract with Fredrick Allington for Prosecution Services in an amount not to exceed $22,248.00: Chris Johnson, Mayor | **ACTION ITEM**

10. **ADJOURNMENT: ACTION ITEM**

**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.

CONSEJO COMÚN
CIUDAD DE BELLEVUE, IDAHO
MARTES 15 DE OCTUBRE DE 2024 17:30
115 E. PINE STREET, BELLEVUE, IDAHO 83313

ORDEN DEL DÍA

Las agendas pueden ser modificadas

ÚNASE A LA REUNIÓN ZOOM:
https://us02web.zoom.us/j/84076307214?pwd=j107myaUgd7zcb3dGNwyKGG38pxjug.1

ID DE REUNIÓN: 840 7630 7214

CONTRASEÑA: 606XKF

MÓVIL DE UN TOQUE
+1-253-215-8782 US (Tacoma)
+1-346-248-7799 US (Houston)

POR FAVOR SILENCIO SU LLAMADA: APAGUE TODOS LOS TELÉFONOS CELULARES EXCEPTO EL PERSONAL DE EMERGENCIA.

LLAMAR AL ORDEN

PASAR LISTA

1. **AVISO DE CUMPLIMIENTO DE LA AGENDA (SEGÚN EL CÓDIGO DE IDAHO §74-204): ARTÍCULO DE ACCIÓN**
   Determinar que el aviso de la reunión regular y la agenda se publicaron de acuerdo con el Código de Idaho §74-204 dentro de las cuarenta y ocho (48) horas anteriores a la reunión en: el Ayuntamiento de la Ciudad de Bellevue, la Oficina de Correos y en el sitio web de la Ciudad en octubre 10 de octubre de 2024. ***Moción sugerida**: Proponer que el aviso para la reunión ordinaria del 15 de octubre 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): ARTÍCULO DE ACCIÓN**

3. **COMENTARIO PÚBLICO** (PARA TEMAS DE PREOCUPACIÓN QUE NO ESTÁN EN LA AGENDA – (LOS COMENTARIOS SE LIMITARON A 3 A 5 MINUTOS)

4. **AGENDA DE CONSENTIMIENTO: ARTÍCULOS DE ACCIÓN**
   a. Aprobación de Reclamaciones: Cuentas por pagar del año fiscal 24 con fecha del 30/09/2024 y Reclamaciones nuevas del 15/10/2024.
   b. Aprobación de actas: 9 de septiembre y 23 de septiembre de 2024, acta de reunión ordinaria

5. **ASUNTOS ANTIGUOS: ARTÍCULO DE ACCIÓN**
   a. CONSIDERACIÓN Y APROBACIÓN DE LA RESOLUCIÓN NO. 2389, RESOLUCIÓN DE LA CIUDAD DE BELLEVUE, IDAHO, QUE AUTORIZA AL ALCALDE A EJECUTAR UN ACUERDO MODIFICADO PARA SERVICIOS CON LUNCEFORD EXCAVATION, INC. PARA SERVICIOS DE REMOCIÓN DE NIEVE POR UN MONTO QUE NO EXCEDA LOS $30,000.00: CHRIS JOHNSON, ALCALDE

6. **ARTÍCULO DE ACCIÓNPRESENTATION**: Consideración de una presentación de propuesta de contrato de servicios para SAFEbuilt, una empresa de permisos de construcción: Representantes de SAFEbuilt, Brian Parker, Director de Desarrollo Comunitario

7. **SESIÓN DE TRABAJO:** Discusión sobre las opciones del proyecto de subvención monetaria de Blue Cross Community Health Academy: Shelly Shoemaker, tesorera, Chris Johnson, alcalde

8. **SESIÓN EJECUTIVA: DE CONFORMIDAD CON EL CÓDIGO DE IDAHO §74-206(1)(A): ARTÍCULO DE ACCIÓN**
   Con el propósito de considerar la contratación de un funcionario público, empleado, miembro del personal o agente individual, donde las cualidades respectivas de las personas deben evaluarse para cubrir una vacante o necesidad particular: **ARTÍCULO DE ACCIÓN**

9. **NUEVOS NEGOCIOS**
   a. **NOMBRAMIENTO DE NUEVO SECRETARIO MUNICIPAL: ARTÍCULO DE ACCIÓN**
      i. Consideración y aprobación de la Resolución No. 23__ Nombrando a Amy Phelps para servir como Secretaria Municipal de Bellevue; y establecer una fecha de entrada en vigor | **ARTÍCULO DE ACCIÓN**

   b. Consideración y aprobación de la Resolución No. 23__, Una resolución de la Ciudad de Bellevue, Idaho, que autoriza al Alcalde a ejecutar un contrato con Fredrick Allington para los Servicios de la Fiscalía por un monto que no exceda los $22,248.00: Chris Johnson, Alcalde | **ARTÍCULO DE ACCIÓN**

10. **APLAZAMIENTO: ARTÍCULO DE ACCIÓN**

**De conformidad con la Ley de Estadounidenses con Discapacidades, las personas que necesiten adaptaciones especiales durante esta reunión deben notificar a la ciudad de 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
October 15, 2024

Agenda Item 4a: Approval of Claims

- FY 24 September 30th
- New Claims for October 15, 2024

Action Item: Shelly Shoemaker, Treasurer

Note:

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

Attachment(s): Claims Payable FY 24 September 30th
Claims Payable for October 15th

City of Bellevue
CLAIMS PAYABLE
September 30, 2024

Date	Num	Name	Memo	Account	Class	Amount
Admin						
09/30/2024	10195	Allington, Frederick	Regular CC mtg. - 8/12, 8/26, 9/9, 9/23	51040 · City Attorney	01 - Admin	1,312.50
09/30/2024	81654	Micro Tech System, LLC.	Licensing Fees	51062 · Computers - Software/Sub.	01 - Admin	75.48
09/30/2024	092224	DL Evans - Mayor	MSFT	51062 · Computers - Software/Sub.	01 - Admin	148.50
09/30/2024	092224	DL Evans - Mayor	MSFT	51062 · Computers - Software/Sub.	01 - Admin	148.00
09/30/2024	092224	DL Evans - Mayor	Zoom	51062 · Computers - Software/Sub.	01 - Admin	40.00
09/30/2024	092224	DL Evans - Mayor	Intuit - T-Sheets	51062 · Computers - Software/Sub.	01 - Admin	204.00
09/30/2024	10195	Allington, Frederick	Legal Services- General	51140 · Legal Fees	01 - Admin	2,025.00
09/30/2024	37484119	Great America Financial	Standard Payment	51180 · Office Equip Rental/Repair	01 - Admin	406.60
09/30/2024	092224	DL Evans - Mayor	Amazon - Office Supplies	52010 · Office Supplies	01 - Admin	20.99
09/30/2024	092224	DL Evans - Mayor	Amazon - Folding Machine	52010 · Office Supplies	01 - Admin	504.20
09/30/2024	092224	DL Evans - Mayor	Amazon - Office Supplies	52010 · Office Supplies	01 - Admin	53.45
09/30/2024	1026062423	Pitney Bowes Inc	(2) Ink Cartridges - SL-798-0	52010 · Office Supplies	01 - Admin	107.88
09/30/2024	445	Blaine County	Greenhouse Gas Emmissions Instrument	52050 · Professional Services	01 - Admin	1,797.00
09/30/2024	092024	First Net	Clerk - 208-309-6430	52100 · Telephone	01 - Admin	45.19
09/30/2024	092024	First Net	Admin - 208-309-5732 & 208-309-5734	52100 · Telephone	01 - Admin	100.46
09/30/2024	092024	First Net	Treasurer - 208-309-5081	52100 · Telephone	01 - Admin	45.19
09/30/2024	82318	Micro Tech System	UPS Replacement for Server	58110 · Computer/Software Purchase	01 - Admin	343.00
09/30/2024	82455	Micro Tech System	(1) Dell OptiPlex Computer	58110 · Computer/Software Purchase	01 - Admin	1,300.00
09/30/2024	82455	Micro Tech System	Microsoft Office	58110 · Computer/Software Purchase	01 - Admin	292.48
					Total Admin	**$8,969.92**

City of Bellevue
CLAIMS PAYABLE
September 30, 2024

Date	Num	Name	Memo	Account	Class	Amount
P & Z						
09/30/2024	093024	Grootveld, Eric	P & Z Comm Comp - 8/5/24 & 9/26/24 mtgs.	50020 · P & Z Commission	03 - P & Z	84.00
09/30/2024	093024	Heugly, Aaron	P & Z Comm Comp - 8/5/24 & 9/26/24 mtgs.	50020 · P & Z Commission	03 - P & Z	84.00
09/30/2024	093024	Kurtz, John	P & Z Comm Comp - 8/5/24 & 9/26/24 mtgs.	50020 · P & Z Commission	03 - P & Z	84.00
09/30/2024	093024	Lindberg, Alexis D.	P & Z Comm Comp - 8/5/24 & 9/26/24 mtgs.	50020 · P & Z Commission	03 - P & Z	84.00
09/30/2024	093024	Idaho Mountain Express	Conditional Use Permit - Sawtooth Auto Sales	51020 · Advertising / Publishing	03 - P & Z	37.72
09/30/2024	093024	Idaho Mountain Express	Conditional Use Permit - Cord/Arnold	51020 · Advertising / Publishing	03 - P & Z	34.04
09/30/2024	083124	Division of Building Safety	FY24/Contract Pmt./August - Bldg Permit Fees	51073.1 · DBS Contract Labor	03 - P & Z	3,019.20
09/30/2024	083124	Division of Building Safety	FY24/Contract Pmt./August - Plan Review Fees	51073.1 · DBS Contract Labor	03 - P & Z	1,560.16
09/30/2024	093024	Division of Building Safety	FY24/Contract Pmt./Sept.- Bldg. Permit Fees	51073.1 · DBS Contract Labor	03 - P & Z	3,126.47
09/30/2024	093024	Division of Building Safety	FY24/Contract Pmt./Sept.- Plan Review Fees	51073.1 · DBS Contract Labor	03 - P & Z	4,377.08
09/30/2024	10195	Allington, Frederick	Legal Services- Planning and Zoning Issues	51140 · Legal Fees	03 - P & Z	330.00
09/30/2024	82455	Micro Tech System, LLC.	(1) Dell OptiPlex Computer	58110 · Computer/Software Purchase	03 - P & Z	1,300.00
09/30/2024	82455	Micro Tech System, LLC.	(4) Dell Monitors	58110 · Computer/Software Purchase	03 - P & Z	840.00
					Total P & Z	**$14,960.67**
Fire						
09/30/2024	I85577	Valley Wide Cooperative	Fuel - Fire Dept. - Card #3816395	51110 · Fuel	05 - Fire	28.01
09/30/2024	092224	DL Evans - Fire Dept.	Amazon - Engine 4 - Equipment	51163 · R & M - Equipment	05 - Fire	139.00
09/30/2024	092224	DL Evans - Fire Dept.	Amazon - Engine 4 - Equipment	51163 · R & M - Equipment	05 - Fire	119.99
09/30/2024	092224	DL Evans - Fire Dept.	Amazon - Engine 4 - Equipment	51163 · R & M - Equipment	05 - Fire	592.29
09/30/2024	INV868552	LN Curtis & Sons	SCBA Maintenance	51163 · R & M - Equipment	05 - Fire	216.00
09/30/2024	INV868625	LN Curtis & Sons	SCBA Maintenance	51163 · R & M - Equipment	05 - Fire	1,754.50
09/30/2024	092224	DL Evans - Fire Dept.	Costco - Supplies	51177 · Misc Expense	05 - Fire	352.75
09/30/2024	092224	DL Evans - Fire Dept.	Amazon - Supplies	52080 · Small Tools & Equipment	05 - Fire	97.99
09/30/2024	198412	Napa Auto Parts	Power Steering Fluid	52090 · Supplies	05 - Fire	6.49
09/30/2024	092024	First Net	Fire Dept.	52100 · Telephone	05 - Fire	50.23
					Total Fire	**$3,357.25**

City of Bellevue
CLAIMS PAYABLE
September 30, 2024

Date	Num	Name	Memo	Account	Class	Amount
Library						
09/30/2024	092024	First Net	Library	52100 · Telephone	07 - Library	45.19
09/30/2024	092224	DL Evans - Library	Amazon	55000 · Library New Books	07 - Library	214.26
09/30/2024	092224	DL Evans - Library	Amazon	55000 · Library New Books	07 - Library	8.60
09/30/2024	092224	DL Evans - Library	My Mind's Eye - Supplies	55010 · Library Programs	07 - Library	216.05
09/30/2024	092224	DL Evans - Library	Family Dollar	55010 · Library Programs	07 - Library	31.27
					Total Library	**$515.37**
Marshal						
09/30/2024	CL66838	United Oil	Fuel - Card #263953/Gaston	51110 · Fuel	08 - Marshal	235.33
09/30/2024	CL66838	United Oil	Fuel - Card #263954/Shelamer	51110 · Fuel	08 - Marshal	244.86
09/30/2024	CL66838	United Oil	Fuel - Card #263955/Thayer	51110 · Fuel	08 - Marshal	223.33
09/30/2024	CL68276	United Oil	Fuel - Card #263953/Gaston	51110 · Fuel	08 - Marshal	233.82
09/30/2024	CL68276	United Oil	Fuel - Card #263954/Shelamer	51110 · Fuel	08 - Marshal	242.11
09/30/2024	CL68276	United Oil	Fuel - Card #263955/Thayer	51110 · Fuel	08 - Marshal	209.08
09/30/2024	94860	Alvarado Enterprises	Labor for Oil Change	51167 · R & M - Autos	08 - Marshal	31.50
09/30/2024	94860	Alvarado Enterprises	Oil Filter & Oil	51167 · R & M - Autos	08 - Marshal	83.46
09/30/2024	94860	Alvarado Enterprises	Shop Supplies for Oil Change	51167 · R & M - Autos	08 - Marshal	4.00
09/30/2024	94833	Alvarado Enterprises	Lube & oil service - P21384	51167 · R & M - Autos	08 - Marshal	118.96
09/30/2024	092024	First Net	Marshal & Deputy Marshal	52100 · Telephone	08 - Marshal	45.19
09/30/2024	092024	First Net	1 Laptop - 208-309-3737	52100 · Telephone	08 - Marshal	40.09
09/30/2024	092024	First Net	5 Laptop - 208-309-8876	52100 · Telephone	08 - Marshal	40.09
09/30/2024	092024	First Net	City of Bellevue FN - 208-309-8877	52100 · Telephone	08 - Marshal	40.09
09/30/2024	092024	First Net	3 Laptop - 208-309-8878	52100 · Telephone	08 - Marshal	40.09
09/30/2024	092024	First Net	2 Laptop - 208-309-8879	52100 · Telephone	08 - Marshal	40.09
					Total Marshal	**$1,872.09**

City of Bellevue
CLAIMS PAYABLE
September 30, 2024

Date	Num	Name	Memo	Account	Class	Amount
B & G						
09/30/2024	201	Palomera, Maria	Office Cleaning - Oct. City Hall/Library/ Marshal's	51160 · Repairs & Maintenance	09 - B & G	375.00
09/30/2024	13875	Hailey Paint & Supply	Paint & supplies to remove graffiti	52090 · Supplies	09 - B & G	121.97
					Total B & G	**$496.97**
Streets						
09/30/2024	CL66839	United Oil	Fuel - Streets/McGehee - Card #26139	51110 · Fuel	10 - Streets	174.19
09/30/2024	CL66840	United Oil	Streets/Equipment - Card #8191665	51110 · Fuel	10 - Streets	292.88
09/30/2024	CL68277	United Oil	Fuel - Streets/McGehee - Card #26139	51110 · Fuel	10 - Streets	92.05
09/30/2024	1393122	Walker Sand & Gravel	Alley Tree Trimming - 9/11/24	51164 · R & M - Street Maintenance	10 - Streets	222.51
09/30/2024	1397929	Walker Sand & Gravel	Alley Tree Trimming - 9/19/24	51164 · R & M - Street Maintenance	10 - Streets	56.94
09/30/2024	1399613	Walker Sand & Gravel	Alley Tree Trimming - 9/23/24	51164 · R & M - Street Maintenance	10 - Streets	38.22
09/30/2024	1400440	Walker Sand & Gravel	Alley Tree Trimming - 9/24/24	51164 · R & M - Street Maintenance	10 - Streets	159.32
09/30/2024	1171396	Coastline Equipment	Cutting edges for Grader	51166 · R & M - Snow Removal (LOT)	10 - Streets	984.72
09/30/2024	1171396	Coastline Equipment	Freight	51166 · R & M - Snow Removal (LOT)	10 - Streets	80.00
09/30/2024	69287	Clearwater Power Equip	Cutting Edges for (2) F250 Trucks	51166 · R & M - Snow Removal (LOT)	10 - Streets	1,353.98
09/30/2024	69287	Clearwater Power Equip	Cutting Edges for 5500 Truck	51166 · R & M - Snow Removal (LOT)	10 - Streets	761.29
09/30/2024	69287	Clearwater Power Equip	Snowplow cast iron shoe	51166 · R & M - Snow Removal (LOT)	10 - Streets	443.94
09/30/2024	46796	Hillside Auto	Repairs - 2021 Tk #04	51167 · R & M - Autos	10 - Streets	324.26
09/30/2024	TRFINV05502	Newman Signs, Inc.	Stop Signs	52070 · Signs	10 - Streets	653.00
09/30/2024	TRFINV05502	Newman Signs, Inc.	Freight	52070 · Signs	10 - Streets	136.66
09/30/2024	200972	Napa Auto Parts	Wrench for Shop	52080 · Small Tools & Equipment	10 - Streets	10.99
09/30/2024	224188	Gem State Welders	Oxygen & Acetylene - 8/31/24	52090 · Supplies	10 - Streets	9.61
09/30/2024	B451120	L.L. Green's Hardware	Wiring for 5500 Tk. & key for cross walk boxes	52090 · Supplies	10 - Streets	46.60
09/30/2024	0000149636	Sawtooth Wood Products	Pole Saw repair, 2 cycle oil & bar oil for chain saws	52090 · Supplies	10 - Streets	109.35
09/30/2024	225272	Gem State Welders	Oxygen & Acetylene - 9/30/24	52090 · Supplies	10 - Streets	9.30
09/30/2024	092224	DL Evans - Mayor	Magic Valley Auction - Candlesticks	52090 · Supplies	10 - Streets	1,658.80
09/30/2024	092024	First Net	Streets - 208-309-6895	52100 · Telephone	10 - Streets	62.19
					Total Streets	**$7,680.80**

City of Bellevue
CLAIMS PAYABLE
September 30, 2024

Date	Num	Name	Memo	Account	Class	Amount
City Council						
09/30/2024	092024	First Net	Alderman & Mayor	52100 · Telephone	11 - City Council	316.33
					Total CC	**$316.33**
Water						
09/30/2024	BDD-24-9-2	BDE Water Professionals	Monthly Fee - September	51073 · Contract Labor	20 - Water	3,000.00
09/30/2024	BDD-24-9-2	BDE Water Professionals	Hourly Response chg. 36 hrs @ $85.00 per hr.	51073 · Contract Labor	20 - Water	3,060.00
09/30/2024	BDD-24-9-2	BDE Water Professionals	Hourly Collection Apprentice 16 hrs @ $60.00 hr.	51073 · Contract Labor	20 - Water	960.00
09/30/2024	BDD-24-9-2	BDE Water Professionals	Hourly Collection Helper - 13 hrs @ $55.00 per hr.	51073 · Contract Labor	20 - Water	715.00
09/30/2024	BDD-24-9-2	BDE Water Professionals	Monthly Backup RC Operator	51073 · Contract Labor	20 - Water	600.00
09/30/2024	BDD-24-9-2	BDE Water Professionals	Fully Licensed Operator -101.50 hrs @ $60.00 per hr.	51073 · Contract Labor	20 - Water	6,090.00
09/30/2024	BDD-24-9-2	BDE Water Professionals	Hourly rounds help - 52 hrs @ $50.00 per hr.	51073 · Contract Labor	20 - Water	2,600.00
09/30/2024	241002A	Garrison, Shane	Water System Management - September	51073 · Contract Labor	20 - Water	2,890.00
09/30/2024	241002A	Garrison, Shane	September - hour overage - 14 hrs. @ $95.00 per hr.	51073 · Contract Labor	20 - Water	1,330.00
09/30/2024	10195	Allington, Frederick	Water Issues	51140 · Legal Fees	20 - Water	195.00
09/30/2024	2024-214	Rocky Mtn. Valves	206 -PR 12" Reduce Port Pressure Reducing Valve.	51160 · Repairs & Maintenance	20 - Water	16,229.00
09/30/2024	0074908-IN	Digline Inc.	Monthly Fee	51160 · Repairs & Maintenance	20 - Water	56.55
09/30/2024	39563	Advanced Control Systems	PLC Programming	51169 · R & M - Water	20 - Water	217.50
09/30/2024	092024	First Net	PW - On-call phone - Water - 208-309-6733	52100 · Telephone	20 - Water	46.18
09/30/2024	092024	First Net	IBR9001, IBR6007, IBR6002, IBR6006, IBR6004, IBR6(	52100 · Telephone	20 - Water	172.36
09/30/2024	092024	First Net	IBR600 8-3A	52100 · Telephone	20 - Water	43.09
09/30/2024	092024	First Net	IBR600 8-3	52100 · Telephone	20 - Water	43.09
09/30/2024	241002B	Garrison, Shane	Lead Service Line Inventory Labor	58125 · Drinking Water Plan - IDEQ	20 - Water	12,730.00
					Total Water	**$50,977.77**

City of Bellevue
CLAIMS PAYABLE
September 30, 2024

Date	Num	Name	Memo	Account	Class	Amount
Wastewater						
09/30/2024	BDE-24-9-1	BDE Water Professionals	Monthly Fee - September	51073 · Contract Labor	30 - Wastewater	4,000.00
09/30/2024	BDE-24-9-1	BDE Water Professionals	Hourly Apprentice - 24 hrs @ $65.00 per hr.	51073 · Contract Labor	30 - Wastewater	1,560.00
09/30/2024	BDE-24-9-1	BDE Water Professionals	Hourly response chg. - 35 hrs @ $90.00 per hr.	51073 · Contract Labor	30 - Wastewater	3,150.00
09/30/2024	BDE-24-9-1	BDE Water Professionals	Hourly Apprentice Helper - 45 hrs. @ $60.00 per hr.	51073 · Contract Labor	30 - Wastewater	2,700.00
09/30/2024	CL66837	United Oil	Fuel - Wastewater - Card #263140	51110 · Fuel	30 - Wastewater	44.31
09/30/2024	082578/9	Valley Wide Cooperative	Tie Down Strap & Starter Fluid	51110 · Fuel	30 - Wastewater	59.97
09/30/2024	0074908-IN	Digline Inc.	Monthly Fee	51160 · Repairs & Maintenance	30 - Wastewater	56.55
09/30/2024	39510	Advanced Control Systems	Carefree SCADA Program - Wastewater	51171 · R & M - Wastewater	30 - Wastewater	318.00
09/30/2024	092224	Century Link	Internet Service - Wastewater Treatment Plant	52020 · Internet Expense	30 - Wastewater	157.06
09/30/2024	092024	First Net	Public Works - 208-309-1609	52100 · Telephone	30 - Wastewater	50.23
09/30/2024	092024	First Net	IBR9001, IBR6007, IBR6002, IBR6006, IBR6004, IBR6(	52100 · Telephone	30 - Wastewater	172.36
09/30/2024	131518	Go-Fer It Express Inc.	Sample deliveries to Magic Valley Labs	52110 · Test Samples - Water & Sewer	30 - Wastewater	139.65
					Total Wastewater	**$12,408.13**
				Grand Total - Claims Payable		**$101,555.30**

City of Bellevue
CLAIMS PAYABLE
October 15, 2024

Date	Num	Name	Memo	Account	Class	Amount
Admin						
10/15/2024	82032	Micro Tech System, LLC.	Reso #2366 - Monthly Service - October	51060 · Computer IT Support	01 - Admin	1,205.00
10/15/2024	82032	Micro Tech System, LLC.	Backup for desktops	51060 · Computer IT Support	01 - Admin	39.75
10/15/2024	82032	Micro Tech System, LLC.	Licensing Fees	51060 · Computer IT Support	01 - Admin	65.00
10/15/2024	63418	ToreUp	Shredding Bin - 10/1/24	51080 · Dues & Memberships	01 - Admin	45.00
10/15/2024	092524	Allington, Frederick	Monthly Payment - October	51145 · Legal - Prosecuting Attorney	01 - Admin	1,800.00
10/15/2024	331900673	Pitney Bowes Global Fin.	Lease - Postage Equipment - 8/3/24 - 11/2/24	51180 · Office Equip. Rental/Repair	01 - Admin	192.30
10/15/2024	100524	Cox Business Services	Internet & Telephone Usage	52020 · Internet Expense	01 - Admin	346.97
10/15/2024	093024	South Valley Storage	October Rent - Unit #F-13 - 1/2 Price	52085 · Storage	01 - Admin	63.00
10/15/2024	100524	Cox Business Services	Telephone, Usage Chgs., Taxes, fees & Surcharges	52100 · Telephone	01 - Admin	911.51
					Total Admin	**$4,668.53**
P & Z						
10/15/2024	Parker	Air St Lukes Membership	Brian Parker - Air St. Luke's Membership	50011 · Insurance - Health	03 - P & Z	55.00
10/15/2024	33960	Great West Engineering	T.O. #2 - Zoning Code Amendment - Business Dist.	51073 · Contract Labor	03 - P & Z	399.00
10/15/2024	33962	Great West Engineering	T.O. #1 - Annexation review for Gannett Ranch Proposal	51073 · Contract Labor	03 - P & Z	572.50
10/15/2024	33963	Great West Engineering	Task Order #3 - General Planning Services - Planner I	51073 · Contract Labor	03 - P & Z	232.75
10/15/2024	33963	Great West Engineering	T.O. #3 - General Planning Services - Senior Planner	51073 · Contract Labor	03 - P & Z	43.25
10/15/2024	33963	Great West Engineering	Task Order #3 - General Planning Services - Engineer 5	51073 · Contract Labor	03 - P & Z	207.00
10/15/2024	33963	Great West Engineering	Contract Labor - Postage	51073 · Contract Labor	03 - P & Z	6.44
					Total P & Z	**$1,515.94**

City of Bellevue
CLAIMS PAYABLE
October 15, 2024

Date	Num	Name	Memo	Account	Class	Amount
Fire						
10/15/2024	100524	AFBA	LIfe Insurance - Fire Dept.	50014 · Insurance - Life	05 - Fire	80.00
10/15/2024	590341	Active911 Inc	Annual Membership Dues	51080 · Dues & Memberships	05 - Fire	267.75
10/15/2024	INV110549	Image Trend, Inc.	Annual Fire Reporting	51080 · Dues & Memberships	05 - Fire	1,365.91
10/15/2024	F90242	Valley Wide Cooperative	Fuel - Fire Dept. - Card #3816393	51110 · Fuel	05 - Fire	72.02
10/15/2024	F91659	Valley Wide Cooperative	Fuel - Fire Dept. - Card #3816394	51110 · Fuel	05 - Fire	81.22
10/15/2024	F91371	Valley Wide Cooperative	Fuel - Fire Dept. - Card #3816395	51110 · Fuel	05 - Fire	78.11
					Total Fire	**$1,945.01**
Marshal						
10/15/2024	660306	The Bancorp Bank, N.A.	Auto lease	51130 · Equipment Rental or Lease	08 - Marshal	20,309.85
10/15/2024	INV1318467	Dash Medical Gloves	CaviWipes Surface Disinfectant	52010 · Office Supplies	08 - Marshal	171.50
10/15/2024	100824	Thayer, Joseph	Per Diem - 10/27/24 - 11/1/24 - Training in Boise	52120 · Training & Meetings	08 - Marshal	473.00
					Total Marshal	**$20,954.35**
B & G						
10/15/2024	1153	Superior Door Company	Garage door repair	51161 · R & M - Buildings	09 - B & G	205.48
10/15/2024	D80807	L.L. Green's Hardware	Keys for O'Donnell Park	52090 · Supplies	09 - B & G	6.87
10/15/2024	D80807	L.L. Green's Hardware	Keys for City Hall	52090 · Supplies	09 - B & G	6.87
10/15/2024	D80807	L.L. Green's Hardware	Split Key Rings	52090 · Supplies	09 - B & G	1.19
10/15/2024	D80807	L.L. Green's Hardware	1 Pkg. of paper tag rings	52090 · Supplies	09 - B & G	8.49
10/15/2024	092024	Intermountain Gas	Fire Station - 517 N. 2nd	52140 · Utilities - Gas	09 - B & G	15.45
10/15/2024	092024	Intermountain Gas	206 N .Main St. - Museum	52140 · Utilities - Gas	09 - B & G	15.45
10/15/2024	092024	Intermountain Gas	City Hall	52140 · Utilities - Gas	09 - B & G	22.21
10/15/2024	092024	Intermountain Gas	Shop - Martin Lane	52140 · Utilities - Gas	09 - B & G	15.45
10/15/2024	092424	Idaho Power	115 Pine St. - City Hall	52143 · Utilities - Power	09 - B & G	196.31
10/15/2024	092424	Idaho Power	117 Pine St. - Library	52143 · Utilities - Power	09 - B & G	83.04
10/15/2024	092424	Idaho Power	206 N. Main St - Museum	52143 · Utilities - Power	09 - B & G	30.57
10/15/2024	092424	Idaho Power	517 N. 2nd St.	52143 · Utilities - Power	09 - B & G	78.88
10/15/2024	092424	Idaho Power	89 Martin Ln. - Shop	52143 · Utilities - Power	09 - B & G	90.97
					Total B & G	**$517.43**

City of Bellevue
CLAIMS PAYABLE
October 15, 2024

Date	Num	Name	Memo	Account	Class	Amount
Streets						
10/15/2024	660305	The Bancorp Bank, N.A.	1/3 Chevy 5500 lease/October	51022 · Automobile Lease	10 - Streets	608.66
10/15/2024	100124	Peterson, Tracy	Flagger Training - Ammon, ID. - Mileage	52124 · Travel Expense	10 - Streets	179.56
10/15/2024	100124	Peterson, Tracy	Flagger Training - Ammon, ID. - Meal	52124 · Travel Expense	10 - Streets	26.00
10/15/2024	092424	Idaho Power	100 N. 8th St. - Park	52145 · Utilities - Street Lights	10 - Streets	50.66
10/15/2024	092424	Idaho Power	114 Elm St. - PED	52145 · Utilities - Street Lights	10 - Streets	30.91
10/15/2024	092424	Idaho Power	116 Pine St. - PED	52145 · Utilities - Street Lights	10 - Streets	29.88
10/15/2024	092424	Idaho Power	1461 S. Main St. - Light	52145 · Utilities - Street Lights	10 - Streets	32.48
10/15/2024	092424	Idaho Power	161 Cowcatcher Loop Lite	52145 · Utilities - Street Lights	10 - Streets	3.06
10/15/2024	092424	Idaho Power	218 N. Main St. - Light	52145 · Utilities - Street Lights	10 - Streets	5.89
10/15/2024	092424	Idaho Power	300 E. Cedar Sts. - Park	52145 · Utilities - Street Lights	10 - Streets	35.26
10/15/2024	092424	Idaho Power	318 Cedar St. - Park	52145 · Utilities - Street Lights	10 - Streets	42.96
10/15/2024	092424	Idaho Power	508 Broadford Rd. - Light	52145 · Utilities - Street Lights	10 - Streets	27.03
10/15/2024	092424	Idaho Power	714 Main St. - Light	52145 · Utilities - Street Lights	10 - Streets	28.42
10/15/2024	092424	Idaho Power	921 Riverside Drive - Light	52145 · Utilities - Street Lights	10 - Streets	2.46
10/15/2024	092424	Idaho Power	Street Lights	52145 · Utilities - Street Lights	10 - Streets	1,291.15
10/15/2024	092424	Idaho Power	Street Lights	52145 · Utilities - Street Lights	10 - Streets	26.34
10/15/2024	5031432695	Rumbles Documents Sol.	Bobcat Toolcat /Streets/Water/Sewer - 9/15/24 - 10/14/24	58150 · Auto/Equipment Lease	10 - Streets	527.01
					Total Streets	**$2,947.73**
Water						
10/15/2024	660305	The Bancorp Bank, N.A.	1/3 Chevy 5500 lease/October	51022 · Automobile Lease	20 - Water	608.66
10/15/2024	39506	Advanced Control Systems	Carefree SCADA Program - Water	51169 · R & M - Water	20 - Water	160.00
10/15/2024	32770	Magic Valley Labs	Drinking Water Samples	52110 · Test Samples	20 - Water	120.00
10/15/2024	092024	Intermountain Gas /Strahorn	Strahorn Pump Station	52140 · Utilities - Gas	20 - Water	16.81
10/15/2024	092424	Idaho Power	100 Slaughterhouse - Pump House	52143 · Utilities - Power	20 - Water	184.41
10/15/2024	092424	Idaho Power	32 Muldoon Rd. - WTNK	52143 · Utilities - Power	20 - Water	39.93
10/15/2024	092424	Idaho Power	400 Muldoon Rd.	52143 · Utilities - Power	20 - Water	26.60

City of Bellevue
CLAIMS PAYABLE
October 15, 2024

Date	Num	Name	Memo	Account	Class	Amount
10/15/2024	092424	Idaho Power	805 Chestnut St. - Pump	52143 · Utilities - Power	20 - Water	115.95
10/15/2024	092424	Idaho Power	90 1/2 Tendoy St. - Well	52143 · Utilities - Power	20 - Water	137.48
10/15/2024	092424	Idaho Power	90 Tendoy St Well	52143 · Utilities - Power	20 - Water	2,717.86
10/15/2024	5031432695	Rumbles Documents Sol.	Bobcat Toolcat/ Streets/Water/Sewer - 9/15/24 - 10/14/24	58150 · Auto/Equipment Lease	20 - Water	527.02
					Total Water	**$4,654.72**
Wastewater						
10/15/2024	660305	The Bancorp Bank, N.A.	1/3 Chevy 5500 lease/October	51022 · Automobile Lease	30 - Wastewater	608.66
10/15/2024	32771	Magic Valley Labs	Coliform, Nitrate, Nitrite, Phosphorus, Chloride Samples	52110 · Test Samples	30 - Wastewater	1,053.00
10/15/2024	092024	Intermountain Gas	130 Riverview	52140 · Utilities - Gas	30 - Wastewater	28.29
10/15/2024	092324	Idaho Power	1269 Glen Aspen Drive - Lift	52143 · Utilities - Power	30 - Wastewater	39.23
10/15/2024	092324	Idaho Power	130 Riverview Drive - Lift	52143 · Utilities - Power	30 - Wastewater	202.30
10/15/2024	092324	Idaho Power	31 Alyson Rd. - Lagoon	52143 · Utilities - Power	30 - Wastewater	908.55
10/15/2024	092324	Idaho Power	31 Alyson Rd. - Main	52143 · Utilities - Power	30 - Wastewater	406.65
10/15/2024	092324	Idaho Power	80 Honeysuckle Lift	52143 · Utilities - Power	30 - Wastewater	32.74
10/15/2024	092324	Idaho Power	88 Martin Ln. - Lift	52143 · Utilities - Power	30 - Wastewater	56.83
10/15/2024	092324	Idaho Power	90 Tendoy St. - Lift	52143 · Utilities - Power	30 - Wastewater	39.93
10/15/2024	5031432695	Rumbles Documents Sol.	Bobcat Toolcat/ Streets/Water/Sewer - 9/15/24 - 10/14/24	58150 · Auto/Equipment Lease	30 - Wastewater	527.02
					Total Wastewater	**$3,903.20**
				Grand Total - Claims Payable		**$41,106.91**

City of Bellevue

City of Bellevue
Regular Common Council Meeting
October 15, 2024

Agenda Item 4b: Approval of Minutes

- September 9, 2024 Regular Meeting Minutes
- September 23, 2024 Regular Meeting Minutes

Action Item: City Clerk

Note:

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

Attachment(s): Draft Minutes: September 9, 2024 and September 23, 2024 Regular Meeting Minutes

The Common Council of the City of Bellevue, Idaho, met in a Regular Meeting on Monday, September 9, 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 Johnson – *via Zoom*
Christina Giordani, Council President
John Carreiro, Council Member
Robin Leahy, Council Member
Diane Shay, Council Member
Shaun Mahoney, Council Member – *via Zoom*

Roll Call was conducted; all Members were present; Mayor Johnson and Member Mahoney were present *via Zoom*.

Staff Present:
Rick Allington, Legal Representative
Greg Beaver, Fire Chief
Kirt Gaston, Marshal
Amy Phelps, Community Development
Michelle Snarr, Clerk
Shelly Shoemaker, Treasurer

Others in Attendance: Greg Dye, Stuart Hurley & Catherine Feistner, Merrick Company, Jolyon Sawrey, Tony Evans, Herbert Romero, Werner Morawitz, Jim Leski, Bart Lassman, Evan Lister, Tammy Davis, Tom Blanchard, Florance Blanchard and others *via Zoom* – Suzanne Wrede, CeCe Osborn, Greg Dye (Merrick), Courtney Long (Great West), Rian Rooney, Doro Schinella and Kristin Fletcher

1. **Notice of Agenda Compliance**:
The posting of this regular meeting agenda complied with Idaho Code §74-204. The regular meeting agenda was posted within forty-eight (48) hours prior to the meeting at the Bellevue City Hall, Post Office, and on the city's website on *September 6, 2024.*

Motion: Council Member Shay 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:**
Mayor Johnson called for conflict from any Member or staff member with any agenda item. No conflict was noted.

3. **Public Comment Period**
Technically Approved Draft (approved by DEQ 12.22.2023) Drinking Water Facility Plan

Mayor Johnson explained the city is required by the Department of Environmental Quality (DEQ) to adopt a Drinking Water Facility Plan. The city wants to work with the plan and make sure everyone is happy with the it. The city also needs to work with Mr. Morawitz, Ed-Da-Ho Ranch, to ensure the city has a right-of-way and easement for the waterlines. In addition, the city needs to perform an evaluation on leak detection and make sure

the city can take advantage of the replacing the water main along Highway 75 when the Idaho Transportation Department (ITD) is preforming highway repairs in Bellevue.

Mr. Stuart Hurley, Merrick Company, explained in 2021, the Idaho DEQ conducted a sanitary survey of the existing water system and found deficiencies. He explained in 2022, the city entered into a Compliance Agreement Schedule (CAS) with DEQ to correct the deficiencies, and Merrick was hired to prepare a Drinking Water Facility Plan.

A summary of the Sanitary Survey Deficiencies, Water Facility Plan, and recommended projects:
Seamans Creek Spring Collection System, Evaluate the existing conditions and water demands; forecast future demands, Assess capability of existing system to meeting regulatory conditions and future demands, Develop and evaluate alternative, Eliminate costs of the improvements, and Develop and recommend an improvement plan.

Mr. Greg Dye, Merrick, presented a PowerPoint presentation and explained the purpose of the Drinking Water Facility Plan is to determine the problems, find solutions and determine what needs to be resolved. He presented three improvement alternatives:

- ***Alternative 1***. IDEQ Compliance, which is the minimum the city needs to do to comply with DEQ. It will address deficiencies identified at the Spring's Collection. It includes SS-1 Seamans Creek *New* Spring Collection System, TD-1, Seamans Creek Springs Collection Transmission Reconstruction, TD-2, Highway 75 Watermain Improvements, TD-3, Leak Detection Project, and LE-1, Seamans Creek Springs Land Purchase and Easements.
- ***Alternative 2***. Critical Infrastructure includes all the alternatives included in Alternative 1 and adds: SS-2, Groundwater Well and Well Facility, SS-3, Generator at Chantrelle Well Facility, SS-4, Generator at Chestnut Street Well Facility, TD-4, High Priority Leak Repair, TD-5, Undersized Main Replacement Project, BP-1, transmission main to Strahorn Booster Pumping Station, and AM-1, Lead Service Line Inventory.
- ***Alternative 3***. Includes each of the project components in Alternative 1 and 2 and includes: TD-6: Forbis Lane Melrose Street, TD-7, Valve and Hydrants, TD-8, Service Meters and Connections, CC-1: Communication and Control Equipment Improvements, and AM-2, Asset Management Plan.

Merrick's recommendation is ***Alternative 1***. It meets the requirements of DEQ and fixes all the city's deficiencies. The city has been able to address some of the smaller items. He said the city will achieve the compliance agreement milestone and each deficiencies will be addressed under Alternative 1. It is a 9.6-million-dollar cost as of today. The city was awarded a funding package for a 3.3-million-dollar grant and a 3.6-million-dollar loan approved by the electors of Bellevue. They have been in conversation with Congressman Mike Simpson and there is a possibility of obtaining an additional 4-million dollars in funding.

a. Public Comment Period
Mayor Johnson opened the public comment period for the City of Bellevue's Technically Approved Draft Drinking Water Facility Plan at 5:51 p.m.

Mr. Werner Morawitz, 198 Muldoon Road, Ee-Da-Ho Ranch
Mr. Werner Morawitz, Ee-Da-Ho Ranch, presented his **public comment** regarding concerns he has with the project, which are the unilateral decision-making process and the potential impact of the city's water infrastructure changes on the Ee-Da-Ho Ranch, the importance of preserving the above-ground natural aesthetics and environmental health of the ranch, minimizing sensory impact, and having accurate data and unrestricted access to flow meter data from the city collection system. He expressed dissatisfaction with the slow progress on his concerns and access to accurate data and moving the water collection points.

Mayor Johnson explained the city is not at a point that everything that is going on involves the ranch. He said he wants to keep as much as possible off the ranch, and Mr. Morawitz to be satisfied with the outcome. He said there are items with DEQ and their policies they are working through, and he has to pass certain steps before he can sit

down and have a discussion with him. He wants to work with him and the engineers, and he does not want to hinder Mr. Morawitz. They need to move forward with the required steps and make a recommendation on an improvement alternative, which will inform DEQ of what the city wants to do. Then he can sit down with him and have the discussion(s).

Suzzane Wrede 24 Muldoon Road
Ms. Wrede said what she is hearing is the improvement alternative hasn't been selected. Mayor Johnson indicated the city chose the project for 9.6-million dollars and that is what the people of Bellevue funded. Ms. Wrede inquired why the other alternatives/funding options were being presented. Mayor Johnson said Merrick provided the other options for the city. He worked with Merrick; in turn, Merrick worked with DEQ. The council chose to do the minimum to come into compliance with DEQ. He has to make sure the city can do the best project it can with the funding the city has.

Mayor Johnson pointed out from the beginning, the council said they would utilize the 9.6-million dollars to get the spring system redone so the city has a long lasting, sustainable water source. In addition, a collection system and improvements on water loss, pressure zones, and getting the city back into compliance with DEQ. When ITD is working on Highway 75, the city will be able to save money by doing upgrades to mainlines and coming into compliance with DEQ.

Tammy Davis - 300 S 5th Street
Ms. Davis asked if the Drinking Water Facility Plan had to be approved tonight as far as timing goes and is the leak detection just from Seamans Creek to the water tank or is it citywide? Have any of the repairs been completed so the city can merge off those repairs?

Mayor Johnson said he wasn't aware of a deadline, but the city needs to move forward. The city has been negligent with the water system in the past. The plan is for the entire the city. This is something the council is working with from past mayors and past operators. If the city can identity problems and work with different entities, the city can try to fix what hasn't been fixed for the past 20 to 25 years. He wants to improve Bellevue's water deliverables and move into a metered system, so people are paying for what they use. Mr. Dye added they will be incorporating the previous repairs and/or plans.

Bart Lassman – 111 Tendoy Street
Mr. Lassman inquired why fire protection was being diverted for dust control for a development and how much the city was charging for the water. He said hose bridges are on Kirtley Street and go up to a cistern and are constantly being filled, which is causing cars to bottom out. Mayor Johnson said if dust control was or wasn't required, they city would receive complaints either way. The project was approved, and he wasn't involved with that decision. He apologized for the incline of the speed bump; it is more than anticipated. The goal was to reduce the amount of truck traffic and mud slicks, and he will fix the road and make it more manageable.

President Giordani suggested moving the discussion to Item 5, Public Comment, not on the agenda, because it wasn't related to the Draft Drinking Water Facility Plan.

Jolyon Sawrey, Vital Link Architecture 621 South Main Street, Unit C, Bellevue
Mr. Jolyon Sawrey said he has a landowner, and he wants to work with the city. He pointed out the landowner thinks the process is backwards. However, comparing it to a new home in the city, the first for the property owner is they need money and after the money is obtained, they will go back to the contractor/architect. The landowner is the keeper of the land, but how does the landowner keep the contractor informed and have everyone work together? He indicated the answer was teamwork and to move forward with the meeting and verbally communicate.

With no other public comment forthcoming, Mayor Johnson closed the public hearing at 6:30 pm.

b. Discussion and Recommendation on the Proposed Improvement Alternative Drinking Water Facility Plan
President Giordani said the proposed improvement alternative process felt backwards to her for the council to approve an alternative plan of "the plan," which was already communicated to the community that it would be utilized. She was a bit confused regarding the order of operation for the procedure and trying to understand DEQ's compliance schedule and timeline. She was under the assumption this was the plan they already selected, but it sounds like there was no technical selection until tonight and communicated to the constituents from the beginning. Was the council only reviewing the other alternatives to keep the community informed? She asked Merrick to explain more about the procedure of how the city ended up in this order, and why it felt backwards to everyone.

Mr. Dye stated procedurally, the Drinking Water Facility Plan was completed in "draft technical form," and this needs to be aligned to the funding. There are funding deadlines and milestones that are set, and if they didn't apply for funding by January 11th, the city would have to apply for it a year later. They are trying to finish the facility plan, getting aligned with planning for funding and make sure milestones don't get missed; in addition to, the bond.

He expressed that is a big deadline and twice a year that has to be met in coordination with the county, and this is not a unique situation. There's a recommendation from the engineering team, and it has been carried forward. In addition to the public meeting, there is the recommendation. The funding and all other milestones have fallen in line, and now the city needs to make a decision. It's a council decision on the actual selected alternative, and it is a DEQ requirement to be on public record.

President Giordani asked if there were any follow up questions regarding what the city was committing to. She inquired if additional funding became available, would the city able to adjust its alternative from alternative 1 to alternative 2 or 3 once the council committed to this draft alternative? Mr. Dye said the city could; however, the city would need to make an amendment.

Mayor Johnson questioned if Mr. Morawitz felt he had been heard and the council is attempting to address his concerns. Mr. Jim Leski, legal representative, thought they were heard; however, he believes Mr. Morawitz has been hurt with respect to his concerns. He didn't think anybody knew what the process was going forward. They don't know if there will be an environmental assessment or a year of environmental assessments. Furthermore, while they are waiting, they are waiting to see if there's some sort of historically significant buildout.

President Giordani echoed Mayor Johnson's statements that for the duration of this time, the city has been communicating to the community the 9.6-million-dollar project as a council with an understanding that it was a procedural meeting to simply accept a document that has been communicated. In addition, knowing if for any reason, if funding changes or they want to make an amendment, it is possible.

She inquired if there were any large concerns from the council. If not, she would like to move the discussion forward with approving the plan to ensure they move forward on a timeline for the funding while making a commitment to continue to work with the landowner, Mr. Morawitz.

President Giordani asked that the city be more transparent with their timelines and communications to the landowner and the community. She thought the city could do a better job of making documents and packages more readily available and thinks there could be more communication about where they are in the process. She thought it was a valid statement, and it would be appreciated by the community and council.

Motion: President Giordani moved to accept the recommended alternative plan present tonight (Alternative Number 1). Council Member Mahoney seconded the motion. Council Members voting aye: Members

Giordani, Carreiro, Leahy, Mahoney, Obenauf and Shay. Members voting nay: None. The motion passed unanimously.

4. **Public Hearing**:
   Text Amendment for Title 10, Subdivision Regulations, Chapter 7, Business District to amend language to Sub-Section 10-7-1, Purpose, 10-7-2, Permitted Uses, 10-7-3, Accessory Uses, 10-7-4 Conditional Uses, 10-7-5, Dimensional, Bulk & Building Coverage Standards & Requirements, and add two (2) additional Sub-Sections 10-7-6, Specific District Standards and 10-7-7, Design Review Required

Mayor Johnson indicated he would like to have public comment and hear the council's position on the text amendment. His preference was to postpone the agenda item to a date certain of October 28, 2024, until the new Community Development Director is onboard to review the text amendment and see what he would like to do and thinks is best for the city.

Mayor Johnson opened the public hearing at 6:43 p.m.
Submitted Public Comments submitted via email

Evan Lister – 111 Tendoy Street,
Mr. Lister thought the text amendment was good idea but not now. He said he attended a business plan committee meeting, and they designated Main Street as the business district. It is not for housing; it takes away from the businesses. He pointed out there is a lot of land to the north of the city, and it would be great for cluster or high-density development. He expressed concern with only one parking space per unit, short-term parking and short-term rentals. He acknowledged the city needs housing, but he didn't want Bellevue to end up with Ketchum problems.

Jolyon Sawrey, 30 Wyatt Drive, Rural County
Mr. Sawrey informed the council he has lived in the valley for 27 years. He lived in Philadelphia and Hailey and considers those to be similar to the towns in the valley where people live. He noted he was going to put a comparison to that and what he was speaking about.

He said he read the ordinance and was proud of the city getting it on the table the first night. He is for the ordinance and does not have any issues with it. His hope is it is adopted sooner than later. He pointed out the font size of the ordinance is small. He thought Great West brought some additional insight. He added he agrees with the short-term rental; if a person/company waits for that person, it will only make it better. If it does get deferred to another meeting he would recommend more public hearings.

Tom Blanchard – 33 Lower Broadford Road
Mr. Blanchard said he supported the effort to change the zoning in the Business District, and he agreed with Member Shay's comment member in regard to the geography and it is unique in the floodplain area. He stated that most of the properties below the bench are in the Howard Preserve or the city shop; and there are three remaining parcels. Mayor Johnson explained that moving forward with the text amendment, everything in the floodplain or the preserve wouldn't be included; the only property included would only come off the highway. Mr. Blanchard said he understood; however, on the *draft* floodplain, these properties are in the floodplain. Mayor Johnson explained the city is not going to do anything in the riparian area either. The properties will remain at their current zoning.

Mr. Blanchard discussed Broadford Road, and it is the worst traffic intersection in Bellevue. It is difficult to get out, and it is not going to getting better. He thought the developers should help pay for street adjustments because they are the beneficiaries. Mayor Johnson said the traffic congestion is from the north, mid-valley; from everyone coming from south of Bellevue to go north.

Tammy Davis, 300 S 5th Street
Ms. Davis informed the council she owns one piece of property on Main Street. She believes it brings a service to the community. She believes in mixed use; however, she has a great concern with the with the parking. Her

neighbor, who owns half the lot, owns four vehicles, and other various vehicles parked on the side of the building. She has reservations of a large development on Main Street without any parking.

Tony Evans, Idaho Mountain Express
Mr. Evans said he would like to make certain the draft of the proposed text amendment is the same draft that was approved by the Planning & Zoning Commission (Commission) and wanted to know what had changed since the Commission's recommendations to tonight's text amendment. Mayor Johnson stated this is the Commission's recommendation. The council is reviewing some of their recommendations, and it may go back to the Commission.

Mayor Johnson said at this time, he would like the council to continue the discussion until the city's new Community Development Director was onboard. With no further public comment forthcoming, Mayor Johnson closed the public hearing at 6:54

Member Obenauf agreed with the Mayor Johnson's decision to defer the text amendment until a later date. She said she was advocating for the community's interest. Based on her experience in development, construction management, and property management, when there's are no type of deed restrictions on housing, the city won't have the ability to control it. The smart rate units will not be controlled. If the cost of construction goes up, the units will continue to go up in price. As for work/live units, those were originally created to be in the Industrial District in the city because they become prime targets. In her experience, the work/live units are not going to be a commercial unit because the bonus received is the tenant improvements. She didn't think work/live units would solve the issue. She understands the concern about the downtown core; however, the further the city has development go out and then tries to come back into the core, the city would lose money on the infrastructure.

Mayor Johson said the council had this discussion, and they said they would do a downtown overlay and then housing. He added that everyone thinks of something, and when the council tried to cover everything it at once, there were too many disagreements. He said the next step would be affordable housing. The city already spent $30,000 on this overlay district, and he was tired of spending money on items that are not beneficial to the city.

President Giordani acknowledged the city spent $30,000 on a study; however, the city also spent additional money on contract planning work. Now, they are heading in a direction they weren't even starting at after the study. This study was for two Additional Dwelling Units per business unit in the business district overlay. Now, they are discussing work/live units with five storage areas and one parking space, which is going down a different path.

She understood the argument the city spent money, but they need to do something with it. They spent more money, and now they are down another path. She understood the discussion of not considering affordable housing at this time; however, they are talking about with work/live units, restrictions around work/live and entering work force housing at the same time. The council separated the items; however, they are comingling them again.

President Giordani expressed she thought it was important to take time with the new Community Development Directors to make sure what is being proposed is the direction the city wants to go from the standpoint of someone who is going to live in the community. She appreciated the contract work that was completed, but a lot of the language doesn't feel appropriate for the city of Bellevue. She looked forward to diving deeper on a council level, but she didn't know about the argument regarding the money expenditure. She didn't know if it set well with her anymore because they weren't remotely where they started.

Member Shay She pointed out that what is being proposed, a gas stations would be a conditional use. If they looked at the standards for a conditional use, it would be difficult for a gas station to meet those standards. If the council were to make a gas station a conditional use, the proposed Maverik Station would already become a non-conforming use. The council would be asking the and Commission to be the sole approving authority on a gas station. The amendment references several different places under Design Review Guidelines, Design Review

Standards of Evaluation, and the city's Current Design Review Standards don't address any of the things that are being proposed in this ordinance. The Design Review Guidelines would need to be revamped as well. She didn't see speeding through the ordinance anytime soon, but she understood the need. She said she was responsible for bring the item forward years ago; however, it was never her intent to make it what it is right now.

Motion: President Giordani moved to move the discussion for the text amendment for Title 10, Subdivision Regulations, Chapter 7, Business District to amend language to Sub-Section 10-7-1, Purpose, 10-7-2, Permitted Uses, 10-7-3, Accessory Uses, 10-7-4 Conditional Uses, 10-7-5, Dimensional, Bulk & Building Coverage Standards & Requirements, and add two (2) additional Sub-Sections 10-7-6, Specific District Standards and 10-7-7, Design Review Required to a date certain of October 28, 2024. Council Member Carrerio seconded the motion. Members voting aye: Members Shay, Obenauf, Mahoney, Leahy, Carreiro and Giordani. Members voting nay: None. The motion passed unanimously.

Public Comment (FOR ITEMS OF CONCERN NOT ON THE AGENDA)

Mayor Johnson opened the meeting for the public comment for concerns on the agenda at 7:03 p.m.

Member Mahoney thanks everyone that helped with the Labor Day Celebration; it was wonderful. Mayor Johnson thanked Stefany Mahoney and her crew to make everything happen for the celebration.

Bart Lassman – 111 Tendoy Street
Mr. Lassman addressed the water rationing program for the city, and he believed the majority of the residents complied with it. Marshal Gaston does a good job of reminding people, and he receives a reminder notice each year. This is why he brought up the fire protection water, and it being used for other projects. If this was a revenue stream, he would like to hear about it.

Mr. Lassman said the city has been in situations when the water tank has almost been drained for fire protection and water supply. Bellevue has a great system and does a great job testing hydrants. His concern is if they set this precedent of using city water every time a development comes into the city for dust control. There are polymers and many binding agents , such as, calcium chloride and other chemicals that are not harmful to the environment or ground water. Mayor Johnson indicated the bulk water rate is being paid. His intent was to mitigate the traffic in the area and not have mud slicks on the roads; however, but it would be one thing or another, either way, if the water is utilized or there is too much dust.

President Giordani stated that no one on the council knew about the concern until they started hearing about it from their constituents. She didn't think the community's concern was the inconvenience; the concern is the use of the city's precious water source, especially just coming off a bond election. It feels a little tone deaf to communicate it as an inconvenience; it feels like a threat on a resource that takes a lot of care to preserve. She thought it was an important conversation to understand regarding the charge and meter charges, how much is being used, the duration of the permit and is it a monetization opportunity for the city? As a community member, she had the same public comment.

President Giordani respected that Mayor Johnson has to make decisions that is good for everyone to feel like you are wrong if you do or wrong if you don't. She thought the council/community needed more information regarding how much water was being utilized, what they are being charged, and how it is effecting the city's water supply, especially in the Chantrell area. She doubted the fee had been increased to an appropriate level for what it is charging and what is being utilized.

Mayor Jonhson they he made solid plans, the city is charging the appropriate amount, which is a monthly bulk rate; in addition, the city charges more than the city of Hailey. As they move forward, he is trying to get everyone online, so everyone is charged a metered rate for what they utilize. The developer put in a backflow device so the city's water wouldn't get contaminate. It was determined the method would work the way it is, and the water

would be moved through a couple of hoses. To him, it made sense to have a backflow device and not have the complaints about the dust. He indicated the bump was fixed so people could drive over the hoses.

Marshal Gaston added he was aware of the city's bulk water permit, and the city has had a few different contractors pay for the permit. The bulk rate water rate is a base rate of $150 per month, and to his knowledge unless he was mistaken, the city doesn't have another authorized fee. They have to charge what the city has approved and this is one of the things that staff brought up at one point; the city's fee structure.

Kristin Fletcher, 200 North 4th Street
Ms. Fletcher said she didn't know what work had been done to help reduce the dust from the new auto sales development, but there has been some improvements. Ms. Fletcher commented on Mayor Johnson's comments regarding ATVs/E-bikes during the August 26, 2024 meeting regarding kids riding on sidewalks and going 30 mph without helmets, and how he stepped up and brought it to the publics conversation. She thought he was right on target. She sees it all the time and believes there is a difference in people's behavior since the article came out in the Idaho Mountain Express.

Greg Beaver, Fire Chief
Chief Beaver addressed the comment made by Mr. Lassman about the water levels of the tank. He said he gets notified when the tank level is low and hasn't been notified for some time. The city does not have that problem. He goes various places in the city when there are large users. Chief Beaver noted the city does have a problem with people stealing the city's water, he finds people all the time. They have locked some of the hydrants, and all it does is hinder the fire department.

With no further public comment forthcoming, Mayor Johnson closed the public comment period for items not on the agenda at 7:17 p.m.

5. **Park Fees**:

a. Request to Waive the Park Fees at Memorial Park, for the Hispanic Heritage Celebration, requested by Herbert Romero and Tammy Daivs [501(c)(3)]

Member Obenauf provided an update in regard to the fees and Senator Ron Taylor. She explained that Senator Taylor offered to pay the fee for the Hispanic Heritage Celebration. She questioned who he should make the payment to if it should be made. It was recommend that he donate it to Tammy Davis. It would be a donation to the non-profit organization, and the city is not involved.

Mr. Herbert Romero thanks the city for the opportunity, and they are happy to pay the fees. He expressed appreciation for the donation from Senator Taylor. He explained they were transitioning from the City Library to the Memorial Park and thinks the park will be a great fit. He ask if they could have vendors at the celebration to sell foods and open it up to the community? He said he was looking forward to the direction they could move with the celebration in Bellevue.

It was inquired if Mr. Romero thought the celebration would be within 75-100 people. He indicated it would. Ms. Daivs said she and Mr. Romero have been working together since 2020. He is a part of her team; it's neighbors helping neighbors and building the community's cultural bridges.

Determination: No motion was made to reduce/waive the park fees for Mr. Romero and Tammy Davis. Senator Ron Taylor would be donating the park fee to Mr. Herbert Romero and Tammy Davis.

b. Request to Waive the Park Fees at Howard Preserve, for the Haunted Forest, requested by Tammy Daivs [501(c)(3)] **Audio (beginning at 1:57:00)**

Ms. Tammy Davis informed the council they would like to do the resurrection of the Haunted Forest. It would also be a fundraiser. The people with the Liberty Theater would like to help as well. She explained she received the park application from city hall and she left two messages from the canal company. She stated she was grateful

to the city for the fee waiver if they choose to approve it, but she was happy to pay it. Mayor Johnson indicated Ms. Davis paid for the park application and the extra porta potties on August 29, 2024. He appreciates what she is doing. The council will need to discuss the Howard Preserve Reservation Event Permit as well. It was noted that city staff was not aware of the Howard Preserve permit until a few days prior even though the permit has been on record since 2019.

Friends of Howard Preserve expressed concerns regarding traffic control, a parking plan, and other requirements for an Event Permit. Mayor Johnson indicated the current discussion was the fee waiver request of $1,156.46. There would be another discussion for the Howard Preserve Reservation Event Permit.

Member Obenauf commented it is an amazing event. It is what everyone talks about in their community. She inquired how the council could budget funds to promote people to do events in Bellevue. She suggested moving forward, they should consider how they would plan for future events and have the ability to connect with the community.

Member Carrerio appreciates the event and is excited to support it in the future. However, he didn't think the city was in the position to let the fee be waived at this time. The city didn't have the budget to waive the fee and taking on additional cost is not feasible.

Motion: Council Member Obenauf moved to deny the park fee request for the Howard Preserve, Haunted Forest, requested by Tammy Daivs. Council Member Leahy seconded the motion. Council Members voting aye: Members Giordani, Carreiro, Shay, Leahy and Obenauf. Members voting nay: Member Mahoney. The motion passed five votes in favor of the motion and one opposed.

Ms. Blanchard expressed that Mayor Johnson previously said she could speak to the council regarding the matter. Ms. Blanchard's comments were given prior to new business.

6. **Consent Agenda**:

a. Approval of Minutes*:* July 8, 2024, July 22, 2024, August 12, 2024, and August 26, 2024, Common Council Regular Meeting minutes

b. Approval of Claims: August 27, 2024, thru September 9, 2024

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

<u>Comments prior to New Business – Friends of Howard Preserve, Florance Blanchard:</u>

Public comment was open at 7:40 pm specific to the request for the Haunted Forest located at the Howard Preserve.

<u>Florance Blanchard, Friends of Howard Preserve</u>

Ms. Blanchard said she has been on the Howard Preserve Board for almost 20 years. When the city clerk forward her the application, it was not complete. She clarified her comments made to Ms. Davis and said she was trying to be diplomatic. She would rather not have the money than have people trapsing through the Howard Preserve. She indicated she wanted to stay focused on the Howard Preserve mission and inquired if this event would stay focused on the mission. She felt that the funds should go to the maintenance of the Howard Preserve, which historically has been the case. She stated she has a list of comments and would turn the comments in to the clerk.

Mayor Johnson requested that Ms. Blanchard share her concerns and provide a list of what she and the Wood River Land Trust (WRLT) want Ms. Davis to do so she could put a plan together for the council to be re-visit in two weeks, September 23, 2024. Ms. Blanchard said it sounded good to her. Ms. Blanchard informed the council she expressed concern to Chief Beaver about the event, and he told her the Howard Preserve was a high fire,

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danger area. Discussion followed regarding open fires, candles, smoking and lit pumpkins. Ms. Davis said none of those items were allowed in the past.

Mayor Johnson said he wanted Ms. Davis to have enough opportunity to present the proposed event to the WRLT and the Friends of Howards Preserve, have the ability to mitigate concerns, and Ms. Davis be able to provide a plan or have the event relocate. Mayor Johnson added his intent is to keep the Haunted Forest a Bellevue event. He asked Ms. Blanchard to provide her with a list, and he would work with Ms. Davis.

Ms. Davis stated she expected to turn in a plan; however, she was not requested to turn it in with the application. Mayor Johnson said none of the current council has been through this process, and he wants to make sure they are working with Ms. Davis and the Friends of Howard Preserve.

Ms. Clair Casey, Irrigation District 45 Board,
Ms. Casey expressed concerned regarding safety issues, such as, downed trees, protection of the canals, and concerns around the ditches. Mayor Johnson said the event happened for several years prior to COVID, irrigation season was ending and the canals would be closed next week. Ms. Casey indicated she was concerned about big wood, she doesn't want a fire to happen in the preserve, the headgate and depth of the canals at the locations.

Kristin Fletcher, Friends of the Howard Preserve
Ms. Fletched stated that the part that needed to be address first, is the application process. The application that was given to Ms. Davis was with good intent; however, the park event permit is a separate application process. Her understating is the Howard Preserve Park Reservation Permit is the more appropriate application to have been submitted. She went on to say that recognizing what a special place Howard Preserve is and raised the question that they, as partners, question if this is in the best of the preserve. She stated the Howard Preserve Board is short of funds, and city funds should be dedicated to the Howard Preserve. Furthermore, a portion of fees should be paid to the Howard Preserve as well. Ms. Fletcher commented there needs to be a checklist and a list of "these are the questions we need answered." She noted those things should have happened before the application came to the council, and the application and process was completed backwards. She was not even sure the council should have anything to do with the approval of the application.

Mayor Johnson reminded Ms. Fletcher the Howard Preserve is a city park. Per the Howard Preserve Management Plan, the council approves or disapproves any application. They are a new council, staff is new, and what was adopted in 2019 was unknown to staff. The city clerk went through her due diligence. The council is trying to be a good partner and steward. He added that he designated additional funds to Parks for the Howard Preserve to accommodate each request.

With no further public comment forthcoming, Mayor Johnson closed public comment regarding the Haunted Forest and Howard Preserve at 7:59.

7. **New Business**:

a. Approval of Resolution No. 2388, A Resolution of the City of Bellevue, Idaho, Authorizing the Mayor to Execute the Renewal of a Contract for Services with Mountain Rides Transportation Authority for Public Transit System Services

Mayor Johnson indicated he understands the need for Mountain Rides in the city of Bellevue and it supports the need of a lot of the city's population.

Motion: Council Member Carrerio moved to adopt Resolution No. 2388, A Resolution of the City of Bellevue, Idaho, Authorizing the Mayor to Execute the Renewal of a Contract for Services with Mountain Rides Transportation Authority for Public Transit System Services. Council Member Shay seconded the motion. Council Members voting aye: Members Giordani, Carreiro, Leahy, Mahoney, Obenauf and Shay. Members voting nay: None. The motion passed unanimously.

b. Approval of Resolution No. 2389, A Resolution of the City of Bellevue, Idaho, Authorizing the Mayor to Execute an Agreement for Services with Lunceford Excavation, Inc. for Snow Removal Services in an Amount Not-To-Exceed $30,000

Mayor Johnson explained the previous mayor and administrator put the item out to bid for a snowplow agreement for contract operators who would use the city's equipment. Mayor Johnson said the city has a good working relationship with Mr. Pappas and his crew; however, Lunceford Excavation will utilize their equipment. Exhibit 1B is Compensation, and the "*hourly*" rate includes Lunceford's *equipment* and *labor*. Mayor Johnson said Lunceford has been excellent to work with for the city's water and wastewater. He added the council may have to revisit the agreement in February 2025, to possibly extend the agreement. It was confirmed the agreement with Lunceford would not include the use of any city equipment. Mayor Johnson indicated that was correct. *Section 4: Use of City Equipment* was removed.

Discussion followed regarding *Exhibit 1B, Compensation*. It was clarified that the "hourly rate" for the different pieces of equipment included the contractor's labor cost. The only actually "hourly rate" is LABOR | Snow Removal – Shovel at $70.00/hour.

Motion: President Giordani moved to adopt No. 2389, A Resolution of the City of Bellevue, Idaho, Authorizing the Mayor to Execute an Agreement for Services with Lunceford Excavation, Inc. for Snow Removal Services in an Amount Not-To-Exceed $30,000, *as amended, removing Section 4: Use of City Equipment*. Council Member Carrerio seconded the motion. Council Members voting aye: Members Shay, Obenauf, Mahoney, Leahy, Carreiro and Giordani. Members voting nay: None. The motion passed unanimously.

8. **Adjournment:**

With no further business coming before the Common Council at this time, Member Carrerio moved to adjourn the meeting. Member Mahoney seconded the motion. The meeting adjourned at 8:09 p.m. seconded the motion. The motion passed unanimously.

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Chris Johnson, Mayor

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Amy Phelps, City Clerk

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The Common Council of the City of Bellevue, Idaho, met in a Regular Meeting, on, Monday, September 23, 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 5:32 p.m.

Roll Call:
Members Present
Chris Johnson, Mayor
Christina Giordani, Council President
John Carreiro, Council Member
Robin Leahy, Council Member
Diane Shay, Council Member
Shaun Mahoney, Council Member – *via Zoom*

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

Staff Present:
Rick Allington, City Legal Representative
Greg Beaver, Fire Chief
Kirt Gaston, Marshal
Shane Garrison, Water – *via Zoom*
Casey McGehee, Streets Supervisor
Shelly Shoemaker, City Treasurer
Michelle Snarr, City Clerk

Others in Attendance: Kent Friel, Werner Morawitz, Ee-Da-Ho Ranch – *Via Zoom*, Tim Frazier – *via Zoom*, Jeff Pfaeffle, Strahorn, LLC – *via Zoom*

1. **Notice of Agenda Compliance**:
The posting of this regular meeting agenda complied with Idaho Code §74-204. The regular 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 *September20, 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. He announced that Tammy Davis retracted her petition for the permit for the Howard Preserve for the Haunted Forest and will no longer be moving forward with the permit at Howard Preserve. She has another plan and will be reaching out to the local community businesses and doing something more in our downtown core. He stated Agenda Item No. 6 was removed from the agenda.

Mr. Werner Morawitz, 198 Muldoon Canyon, Ee-Da-Ho Ranch
Mr. Werner Morawitz indicated he was ready and available to meet with Mayor Johnson. He wanted to follow up regarding the spring data. He explained that he met with Mr. Shane Garrison on July 30, 2024, to review the SCADA data on the tanks, and at the time Mr. Garrison took the tank flow records for 2024 home. It was his understanding that Mr. Garrison would take the records to the office the next day, and the data would be up and running online after the meeting with the SCADA engineers that week. He has tried to make contact regarding the data; however, he has not been able to get a response. He stated he would like to see the data prior to the end of Fall. He requested copies of the tank data, which he thought should be at the office.

Mr. Morawitz said he would like an update on the SCADA data at the springs. If there isn't an update, he thought they should verify the accuracy of the existing data. Mayor Johnson told Mr. Morawitz he would be in touch with him tomorrow or this evening.

With no other public comment forthcoming, the public comment closed at 5:36 p.m.

4. **Old Business:**
   a. Approval of Resolution No. *2392*, A Resolution of the City of Bellevue, Idaho, Authorizing the Mayor to Execute an Agreement for Services with Lunceford Excavation, Inc. for Snow Removal Services in an Amount Not-To-Exceed $30,000

The Agreement for Services with Lunceford Excavation, Inc. for Snow Removal Services was previously approved by the Council on September 9, 2024, by Resolutions Number 2389. Staff requested the council to revisit the agreement to consider corrections to the scope of work.

It was pointed out when the first two original paragraphs under scope were replaced with the new the new scope, it struck through *Exhibit 1B* – Compensation. The city intends to use the provided quote, and it needed to be *placed back into the service agreement*.

Mayor Johnson said that Mr. McGehee relayed to him if the contractor's equipment broke, the contractor may need to use some of the city's equipment in the event of a snowstorm at the discretion of the Streets Superintendent. Mr. McGehee indicated this is the section that Mr. Allington asked for the council's guidance.

If the city is in a major snow event, and Lunceford's equipment wont operate; it was his recommendation to allow them to use the city's equipment. The city would bill-back Lunceford in case of an emergency and the use of equipment would have to be approved by the City Street Superintendent. Council Member Shay suggested *additional language* that would specify it could be *the City Street Superintendent or Designee in the event he wasn't available*.

It was inquired how it would be determined what to back-bill the contractor. Mr. McGehee indicated the city would bill Lunceford the same rate they would bill the city. President Giordani said the city would have to determine its own rate schedule to bill-back Lunceford. It was her understanding that the equipment rate included the contractor's labor as well. It was suggested the city bill-back the contractor based off the same equipment rate minus the labor, which was thought to be $70 based on the one labor rate listed (LABOR Snow Removal | Shovel).

Mr. McGehee requested *suggested language* from Mr. Allington for the *reimbursement to the city* for the contractor's use of city equipment. He added the contractor would need another piece of equipment on its property the next day. President Giordani inquired if Lunceford's insurance covered the city's equipment, and the city should be an additional insurer as well.

Council Member Shay requested the 'Use of City Equipment' be clarified. She suggested language, such as, *'the contractor, with the approval from the City Street Superintendent or Designee, may use city equipment in case the contractor's equipment goes out of service in a city (of Bellevue) snow event. The equipment rate would be based on the contractor's equipment rate less the cost of labor.*

Summary: Mayor Johnson summarized the proposed amendments/clarifications to be made to the Service Agreement: *1*. Verify: the contractor's labor rate so the city knows what the bill-back rate will be; *2*. Additional Language: use of equipment would have to be approved by the City Street Superintendent *or Designee* in the event he wasn't available; and *3*. the contractor, with the approval from the City Street Superintendent or Designee, may use city equipment in case the contractor's equipment goes out of service in a city snow event. The equipment rate would be based on the contractor's equipment rate less the cost of labor.

Mr. Allington was asked to clarify if the city could use the original resolution number (2389) approving the service agreement as approved and substantially presented to the council on September 9, 2024, with Section 4, Use of City Equipment, removed; or was a new resolution number required. Mr. Allington indicated the member that made the motion (President Giordani) would need to amend their motion, and the they could use Resolution 2389.

Determination: Following the discussion, Mayor Johnson moved the agenda item to a date certain of October 15, 2024.

5. **Consent Agenda**:

a. Approval of Claims: *September 10, 2024, thru September 23, 2024*
b. Department Head Reports: Month of *August 2024*
c. Monthly Financial Report for the Month of *August 2024*

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

~~6. **Howard Preserve Event for the Haunted Forest: Tammy Davis**~~

The agenda items was removed from the agenda by the petitioner, Tammy Davis, on Sunday, September 22, 2024.

7. **New Business**:

a. Approval of Resolutions No. 2390, A Resolution of the City of Bellevue, Idaho, Authorizing the Mayor to Execute the Renewal of a Service Contract with Mountain Humane for Facility and Services for the Care of Impounded Animals

Mayor Johnson explained Mountain Humane kept the city's rate the same as the current year. Marshal Gaston added they have been very good to work with. In addition, Sawtooth Animal Center has been absolutely amazing to work with.

Motion: President Giordani moved to approve Resolution No. 2390, A Resolution of the City of Bellevue, Idaho, Authorizing the Mayor to Execute the Renewal of a Service Contract with Mountain Humane for Facility and Services for the Care of Impounded Animals. Council Member Leahy seconded the motion. Council Members voting aye: Members Shay, Obenauf, Mahoney, Leahy, Carreiro and Giordani. Members voting nay: None. The motion passed unanimously.

b. Approval of Resolution No. 2391, A Resolution of the City of Bellevue, Idaho, Authorizing the Treasurer to Release $28,272.59 from Strahorn Phase 2 Bond Savings (LGIP 4037) to Strahorn Partners, LLC

Mayor Johnson explained the release of the final bond for Strahorn would be released with the condition they finish some of the landscaping that needs to be completed located around the booster station. He added that Strahorn used xeriscape.

It was inquired what was required to release the funds. Ms. Shoemaker indicated she wasn't provided anything from Galena other than an okay to release the final bond amount via email if it was okay with the city. Mayor Johnson added there wasn't a requirement of a certain type or number of landscaping or in the security agreement. The term is, "it needs to landscaped."

He indicated this came to the council after they saw what happened to the sprinklers and getting them back online in the parking area, which is a hassle to try and develop trees in the area. So, They made an agreement to go with rangeland, xeriscape.

Mr. Jeff Pfaeffle, Strahorn, informed the Council if they had any questions or concerns, they could ask him. He explained the process of installation utilized and why. He stated there wasn't any specific plan requirements. They spent the same amount of money equal to sod and trees. In addition, when sod and trees were previously used, there was approximately $15,000 to $20,000 of debt in dead landscaping and trees. This option requires no care on the city's part.

Council Member Obenauf indicated even though it was xeriscape, the plants would still need water for the first couple of years. Mayor clarified the xeriscape is all shell rock and two to three-foot boulders. The landscaping in question, is Phase 2, around the booster station.

Ms. Shoemaker added that the security agreement indicates the city has to pay the interest back as well. The interest is $2,251.59.

Motion: Council Member Carrerio moved to approve Resolution No. 2391, A Resolution of the City of Bellevue, Idaho, Authorizing the Treasurer to Release $28,272.59 from Strahorn Phase 2 Bond Savings (LGIP 4037) to Strahorn Partners, LLC. Council Member Shay seconded the motion. Council Members voting aye: Giordani, Carreiro, Leahy, Mahoney, Obenauf and Shay. Council Members voting nay: None. The motion passed unanimously.

8. **Adjournment:**

With no further business coming before the Common Council at this time, Council Member Carrerio moved to adjourn the meeting. President Giordani seconded the motion. The meeting adjourned at 6:07 p.m. The motion passed unanimously.

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Chris Johnson, Mayor

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Amy Phelps, City Clerk

City of Bellevue

City of Bellevue
Regular Common Council Meeting
October 15, 2024

Agenda Item 5a: Consideration and approval of Resolution No. 2389, A Resolution of the City of Bellevue, Idaho, Authorizing the Mayor to Execute an amended agreement for services with Lunceford Excavation, Inc. for Snow Removal Services in an Amount not to exceed $30,000.00: Chris Johnson, Mayor

Action Item: Chris Johnson, Mayor

Note: Resolution for snow plowing services, which begins with 2024 snowfall through March 30, 2025, for Lunceford Excavation.

Suggested Motion: Move to approve Resolution No. 2389, A Resolution of the City of Bellevue, Idaho, Authorizing the Mayor to Execute an Agreement for Services with Lunceford Excavation, Inc. for Snow Removal Services in an Amount Not-To-Exceed $30,000 **as amended/revised.**

Attachment(s): Resolution No. 2389, A Resolution of the City of Bellevue, Idaho, Authorizing the Mayor to Execute an Agreement for Services with Lunceford Excavation, Inc. for Snow Removal Services in an Amount Not-To-Exceed $30,000 (which includes the contract for services)

Lunceford Excavation's Estimate

CITY OF BELLEVUE, IDAHO
RESOLUTION NO. 2389

A RESOLUTION OF THE CITY OF BELLEVUE, IDAHO, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR SERVICES WITH LUNCEFORD EXCAVATION, INC. FOR SNOW REMOVAL SERVICES IN AN AMOUNT NOT TO EXCEED $30,000

WHEREAS, the City of Bellevue, Idaho ("City"), is a duly organized municipal corporation under the law of the State of Idaho, pursuant to § 50-101; and

WHEREAS, the City is authorized to enter into contracts for the performance of general municipal governance and services; and

WHEREAS, the City's Public Works Department is understaffed and does not have the personnel to effectively plow all City streets this winter;

WHEREAS, the City's primary objective during the winter storm season is to provide safe transportation and emergency vehicle access to all citizens.

WHEREAS, the City believes it is in the best interest of the City and its residents to enter into the Agreement for said services; and

WHEREAS, in order to effectively provide snow and ice response in a timely manner this winter, the City desires to enter into the Agreement with Lunceford Excavation, Inc for snow removal services.

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

Section1. The Agreement for Services for snow removal services, in substantially the form presented at the September 9, 2024, regular Council meeting attached hereto as **Exhibit "A."**

Section 2. The Agreement for Services is adopted as a binding obligation of the City in an amount not-to-exceed $30,000 and that changes *may* later be made to the Contract *if* Approved Changes are approved by the City's Common Council and that the signing of the Approved Changes and any related documents are conclusive evidence of the approval of the changes.

Section 3. The Mayor is authorized to execute the Agreement for Services for snow removal services with Lunceford Excavation in an amount not-to-exceed $30,000.

PASSED by the Bellevue Common Council and signed by the Mayor this ____ day of _____ 2024.

_____
Chris Johnson, Mayor

ATTEST:

_____
Michelle K. 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	_____	_____

EXHIBIT "A"

CONTRACT FOR SERVICES

ON-CALL SNOW PLOWING SERVICES

This Agreement made this _____ day of _____ 2024, by and between City of Bellevue, Idaho, a body corporate and politic and a subdivision of the State of Idaho, hereinafter referred to as "City," and Lunceford Excavation, Inc. an Idaho Corporation, hereinafter referred to as "Contractor."

SCOPE OF SERVICES

Contractor shall provide on-call snow removal for the City, which will go into effect when three (3) inches of snow has accumulated (hereinafter "Work"). Contractor shall plow snow on City Roads according to the City's Snow Removal Plan and Map of Priority Streets as set forth in Exhibit "1A" and attached hereto and as directed by the City's Public Works Superintendent and/or Marshal.

The City shall pay Contractor for labor costs in accordance with the terms and conditions set forth as Exhibit "1B" in this Agreement. Nothing herein shall preclude City of Bellevue from removing snow using its own forces and equipment. For the purposes of this Agreement, "snow removal" means the removal of snow from a roadway using trucks, graders, sanders, dump trucks and/or loaders and other manual means (e.g., shovel, snow blowers, etc.).

COSTS & EQUIPMENT RESPONSIBILITIES

1**. COSTS PAID BY CITY OF BELLEVUE:** City of Bellevue shall pay Contractor for all labor and equipment as follows:

A. Equipment: City of Bellevue shall pay Contractor for each piece of rented equipment that has been pre-approved by City and used by Contractor in performing snow removal at an agreed upon hourly rate.
B. Labor: City of Bellevue shall pay Contractor for the labor performed by Contractor's employees in performing snow removal for the City as set forth in Exhibit 1B as attached hereto.

GENERAL AGREEMENT

In consideration of the mutual agreements hereinafter contained and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

1. **TERM:** This Agreement shall be in full force and effect upon execution and will remain in effect through March 30, 2024.

    1.1 Termination for Public Convenience: The City may terminate the contract in whole or in part whenever the City determines, in its sole discretion, that such termination is in the best interests of the City. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed. Termination of this contract by the City at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the City.

2. **CONSIDERATION**: City shall pay Contractor as set out in Exhibit B, based on hourly rate for work performed as set for in the attached Exhibit 1B, but the total payment under this Agreement **shall not exceed $30,000** without prior written authorization from the City.

    2.1 Contractor shall send City an invoice each month setting forth the fee due for that month and include a detailed summary of the work performed during the pay period. City shall review all submitted invoices promptly and shall pay all undisputed amounts within 30 days of City's receipt of the invoice.

    2.2 Invoices will be directed to:
    City of Bellevue
    Attention: Accounts Payable
    P.O. Box 825
    Bellevue, Idaho 83313.

Invoices may be emailed **mhunt@bellevueidaho.us.** If an invoice is delivered on a non-business day, the invoice shall be considered and received on the next day the City's Finance Department is open for business.

3. **CITY REPRESENTATIVE.** The Public Works Superintendent and/or Marshal for the City shall have primary responsibility for administering and approving services to be performed by the Contractor and shall coordinate all communications between the Contractor and the City.

4. **USE OF CITY EQUIPMENT.** In the event Contractor's snow removal equipment becomes damaged during routine snow removal within the City of Bellevue, Contractor may use, with the approval of the City's Public Works Superintendent or designee, any City snow removal equipment and materials necessary to complete snow removal for the current storm event. Contractors equipment shall be restored to working condition in a timely manner and at the sole expense of the Contractor. The City shall be entitled to an equivalent offset for any payments due under Paragraph 2 for any City-owned equipment used by Contractor as set forth in Exhibit 1B less labor.

5. **STANDARD OF CARE.** Contractor will provide services with the degree of skill and diligence normally employed by Contractors performing the same or similar services at the time the services are performed. Contractor shall, at all times during the term of this Agreement, be duly licensed to perform the Work, and if there is no licensing requirement for the Work, be duly qualified and competent.

6. **INDEPENDENT CONTRACTOR:** The parties agree that Contractor is an independent contractor and in no way an employee or agent of City of Bellevue and is not entitled to workers' compensation or any benefit of employment with City. Contractor will provide its own office space and necessary support staff, equipment, and supplies.

7. **PROTECTION OF PROPERTY AND RESPONSIBILITY FOR DAMAGE.** Due care shall be exercised to avoid injury to property and infrastructure, including but not limited to, existing travel lanes, medians, curbs, legally parked vehicles, signs, and adjacent property. The Contractor shall notify the City Street Superintendent as soon as practical but within 24 hours of any incidents, accidents or damage resulting from Work under this Agreement. In the absence of negligence or willful act or default on the part of Contractor or its employees, Contractor shall not be liable or responsible in any way for any loss, damage to any property.

8. **INDEMNIFICATION.** Contractor shall defend, indemnify, and hold the City, its officers, agents, employees and volunteers harmless against all liability, claims, losses, demands, suits, fees and judgments (collectively known as 'claims'), that may be based on, or arise out of damage or injury (including death) to persons or property caused by or resulting from any act or omission sustained in connection with the performance of this contract or by conditions created thereby or based upon violation of any statute, ordinance or regulation. This indemnification required shall not apply to claims caused by the sole negligence or willful misconduct of the City, its officers, agents, employees and volunteers.

9. **INSURANCE:** Contractor, at Contractor's own expense, shall procure and maintain in good standing, such customary and usual liability insurance and workers compensation insurance as is required to protect Contractor from claims that may arise out of result from Contractor's operations under this Agreement or for which Contractor may be legally liable. Prior to execution of this Agreement, Contractor shall provide workers compensation certificate and certificates of insurance for all copies of insurance policies required under this Agreement to be included as Exhibit "1C". All insurance shall apply on a primary, non-contributory basis and remain in effect for the duration of the contract terms.

10. **COMPLIANCE WITH LAWS:** Contractor agrees to comply with all federal, state, county, and municipal laws, rules, and regulations in its performance under this Agreement.

11. **MERGER:** This Agreement embodies the sole understanding of the parties. There are no other oral or written agreements outside of this Agreement. No modification, amendment, or addition to this Agreement shall be effective unless the Parties agree in a written instrument duly executed by Contractor and City.

12. **WAIVER:** The failure of any Party to insist upon strict performance of any of the obligations contained herein shall not be deemed a waiver of any rights or remedies that said Party may have and shall not be deemed a waiver of any subsequent breach in the performance of any of the terms and provisions contained herein by the same or any other person.

13. **THIRD-PARTY BENEFICIARY RIGHTS:** This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create any third-party beneficiary rights in any person, not a party hereto unless otherwise expressly provided herein.

14. **ATTORNEY'S FEES:** Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

15. **CAPTIONS AND HEADINGS:** The captions and headings in the Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms and provisions contained herein. CONSTRUCTION: No presumptions shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of this Agreement.

16. **VENUE AND GOVERNING LAW**: In the event an action is brought to enforce or interpret this Agreement, the parties submit to the exclusive jurisdiction of the courts of the State of Idaho and agree that the venue for any such action shall be in Blaine County, Idaho. The validity, performance, and construction of this Agreement shall be governed by the laws of the State of Idaho.

17. **NOTICES**: Any and all notices affecting, or relative to, this Agreement shall be effective if in writing and delivered or mailed, postage prepaid, to the respective party being notified at the address listed with the signature of this Agreement.

18. **MODIFICATION**: There shall be no modification of this Agreement unless executed in writing by the parties.

[***SIGNATURE BLOCK ON NEXT PAGE***]

Executed and effective by the undersigned parties as the date signed. **DATED** this _____ day of _____ 2024.

CONTRACTOR:

_____

William J. Lunceford, President
Lunceford Excavation, Inc.
P.O. Box 739
Ketchum, Idaho 83340-0661

CITY OF BELLEVUE

_____

Chris Johnson, Mayor
City of Bellevue, Idaho
P.O. Box 825 | 115 E. Pone Street
Bellevue, Idaho 83113

ATTEST:

_____

Michelle K. Snarr, City Clerk

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EXHBIT "1A"

SN0W REMOVAL PLAN AND MAP OF PRIORTIY STREETS

The Contractor will be available on an on-call basis. The City will determine when snowplowing is required and will notify Contractors of service need. The City will endeavor to provide two (2) hour notice to the Contractor prior to, or during, a storm event of anticipated need for snow plowing service. Lack of such notice; however, shall not be cause to fail, or delay, response to a call for service. The Contractor shall complete a Contractor Information Form by which they may be contacted 24 hours a day, 7 days per week, including weekends and holidays, with voice mail or message taking capability. The Contractor will have two (2) hours from the call for service to mobilize and arrive at the designated location within the city limits. If the City leaves a message, the Contractor shall acknowledge that message with the City contact, within 30 minutes. The Contractor must have the ability to provide 24-hour, 7 day a week service. Once called out the Contractor shall remain on site and available until released by the City.

Contractor shall perform snowplowing on assigned City residential streets as described in the City's Snow Removal Plan throughout the winter season. The City does not represent that it will utilize the Contractor's services any guaranteed number of times or hours over the course of the winter season.

The Contractor will be subject to inspection of work from City staff. The Contractor is responsible for becoming familiar with their assigned area.

MAP OF PRIORTIY STREETS

YELLOW: PRIORITY 1
GREEN: PRIORITY 2
BLUE: PRIORITY 3
RED: PRIORITY 4

***NOTE**: **State Highway 75 travel lanes are maintained throughout a storm by the Idaho Transportation Department**

EXHBIT "1B"

COMPENSATION

The City of Bellevue will pay the Contractor for labor and use of equipment based on the following Schedule of Rates:

DESCRIPTION	RATE	QUANTITY	LINE TOTAL
Snow Removal – Rates Per Hour	$0.00	1	$0.00
772 GP Deere Motor Grader | Snow Removal	$185.00	1	$185.00
Deere 544J | Snow Removal	$170.00	1	$170.00
Toolcat 5600 | Snow Removal	$145.00	1	$145.00
LABOR | Snow Removal – Shovel	$70.00	1	$70.00
Trucking | Snow Hauling	$125.00	1	$125.00
All Insurance and Fuel included in Per Hour Rates	$0.00	1	$0.00

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EXHBIT "1C"

CERTIFICATE OF LIABILITY INSURANCE
AND
WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

Attached

CONTRACTOR INFORMATION FORM

This information sheet is intended to provide a single sheet source for routine and emergency communication with the Contractor and City.

The Contractor shall complete all applicable sections:

Name: _____
(Firm Name)

Address: _____
(Street Address and/or P.O. Box)

_____
(City, State and Zip Code)

Fax Number: _____

E-Mail Address: _____

Telephone/Cell Phone/Emergency Numbers:

Daytime (Monday through Friday:
Contact Person: _____
Cell Number: _____

Weekends and Nights:
Contact Person: _____
Cell Number: _____

Emergency Contact:
Contact Person: _____
Cell Number: _____

City of Bellevue

City of Bellevue
Regular Common Council Meeting
October 15, 2024

Agenda Item 6a: SAFEbuilt Building Permitting Contracted Service Proposal

Information Item: Brian Parker, Community Development Director

Note:
Suggested Motion: None, information only. Council should provide direction to Staff.

Attachment(s):
Memo describing the proposed change in service provision
SAFEbuilt Statement of Qualifications
Current DOPL Service Agreement
Proposed DOPL Service Agreement

Memorandum

To:	**Bellevue City Council**
From:	**Brian Parker, Community Development Director**
Re:	**SAFEbuilt Building Permitting Contracted Service Proposal**
Date:	**October 15, 2024**

Background

The City of Bellevue issues building permits, conducts inspections, and other duties identified in Title 9 of Bellevue City Code. These tasks have traditionally been contracted to the Idaho Division of Occupational and Professional Licenses (DOPL). The current DOPL contract is set to expire on November 1st if not renewed. A private firm (SAFEbuilt) has recently contacted staff regarding potentially providing a similar service to what DOPL has provided in the past. A representative from SAFEbuilt will present the proposal at this meeting.

Options

The Council has two immediately feasible options for providing building permitting services:

Option 1: Continue with DOPL

DOPL has provided an updated contract for continued building permitting services. The benefits of continuing with DOPL are:

- No interruption in service or transition required.
- The reviewers and inspectors are familiar with Bellevue's codes, contractors, and climate.

Option 2: Transition to SAFEbuilt

SAFEbuilt has provided a quote for providing services. The benefits of transitioning to SAFEbuilt will be provided in their presentation to Council.

Financial Impact

Building permit fees are currently calculated as follows.

1. The Building Permit fee is determined by the adopted Building Permit Fee Schedule, plus:
    a. The Plan Review fee of 65% of the Building Permit fee

b. Development Impact Fees as determined by the Development Impact Fee Schedule
c. If required, Fire Department Plan Review fee of 35% of the Building Permit fee
d. Water and Sewer Capitalization fees as determined by ordinance.

In FY24, the City received $85,764.75 in building permit Base Fees, and remitted $54,997.83 in Plan Review fees to DOPL.

Option 1: Continue with DOPL

Under the current DOPL Service Agreement, Plan Fees and Permit are shared as follows:

Monthly Building Permit Fee Collected	**DOPL Share**	**City Share**
$0-$6,000	45%	55%
$6,000-$12,000	$3,000 + 30% over $6,000	Remainder
$12,000-$100,000	$6,000 + 15% over $6,000	Remainder

Monthly Plan Review Fee Collected	**DOPL Share**	**City Share**
$0-$6,000	45%	55%
$6,000-$12,000	$3,000 + 20% over $6,000	Remainder
$12,000-$100,000	$6,000 + 6.5% over $6,000	Remainder

The current DOPL Service Agreement is set to expire on November 1, 2024. The proposed DOPL agreement would include the following revenue sharing terms:

- DOPL would assess a $100/hour rate for plan review up to 65% of the Building Permit fee. 40% of the Building Permit fee would be due upon submittal of the building permit application, with any remaining fees due after plan review is completed.
- The City would not receive any portion of the Plan Review fees.
- DOPL would not receive any portion of the Building Permit fees.
- Applicants will be required to pay $65 per inspection.

Option 2: Transition to SAFEbuilt

The SAFEbuilt quote includes two service options: Full-Service and On-Call. The primary difference between the two is the utilization of a full-time local Building Official and the cost structure. For the Full-Service model, the cost is 60% of the combined Building Permit and Plan Review fees. For the On-Call model, the cost structure is as follows:

- Inspection services are billed hourly at $115/hour with a one (1) hour minimum.

- The initial plan review and two re-reviews cost 60% of the Building Permit fee, and any subsequent reviews or changes to previously approved plans are charged $115/hour with a one (1) hour minimum.
- Structural engineering plan review is billed hourly at $165/hour with a one (1) hour minimum.
- Building Official services are billed hourly at $145/hour with a one (1) hour minimum.
- After hours and emergency inspections are billed hourly at $135/hour with a two (2) hour minimum.

As SAFEbuilt's proposal includes the use of an application submittal and permit tracking system, it likely that staff time would be reduced processing permits and assisting the public with questions about permit statuses.

Recommendation and Next Steps

The timeline for any potential transition between services is likely to be in the range of 3-4 months, and the differences between DOPL and SAFEbuilt in terms of cost and quality of service provided is hazy. Staff's recommendation is to:

1. Execute the new DOPL Service Agreement (which includes a 60 day no-cause termination clause)
2. Investigate the two proposals further
3. Return to the Council in late November or early December for a decision on which service to utilize
4. If a transition in service provision is to occur, Staff will work with the new vendor to communicate with stakeholders over the winter, prepare the transition, and be ready to execute on new service prior to the start of the spring construction season.

Enclosures

1. SAFEbuilt Statement of Qualifications
2. Current DOPL Service Agreement
3. Proposed DOPL Service Agreement
4. Copy of SAFEbuilt Presentation

Statement of Qualifications

Prepared for:

BELLEVUE, IDAHO

Charity Campfield

Account Manager
307.292.1124
ccampfield@SAFEbuilt.com

David Spencer

Director of Operations
425.213.2612
dspencer@SAFEbuilt.com

SAFEbuilt, LLC.

1621 114th AVE SE Suite 219 | Bellevue WA 98004 | www.SAFEbuilt.com

Monday, August 19, 2024

BELLEVUE, ID
ATTN: Michelle Snarr

Dear Ms. Snarr:

SAFEbuilt, LLC., (SAFEbuilt), is pleased to present this response to Bellevue Idaho's request for Building Department Services. Accurate and timely building department support services are critical to helping municipal development. Since our founding in 1992, SAFEbuilt has delivered efficient, effective, and reliable building department solutions to communities throughout the United States.

What makes SAFEbuilt unique from many other third-party community development solutions providers is our organizational commitment to ensure your goals and expectations are met. We accomplish this through ongoing communication between you, your Account Manager, and your Regional Operations Manager. They will establish and maintain frequent check-ins to confirm that the service level agreements are realized and discuss any challenges. SAFEbuilt believes these check-ins are critical to the early identification of performance risks and contribute to the contract's success. These meetings will provide both parties the opportunity to manage the resources tactfully, as well as develop the best Contractor-Client relationship. Further, we can also estimate and evaluate possible outcomes during this process and make the necessary changes.

SAFEbuilt wants to be your community development partner. We have the experience and capacity to customize services to meet your current and future needs. We ensure your program will be implemented seamlessly, delivering the solutions your community needs in a manner that elected officials, municipal staff, stakeholders, and citizens desire and deserve.

We enthusiastically present this response for your review and thank you in advance for your careful evaluation. I am the main point of contact for any questions or clarifications and can be reached at 307.292.1124 or at ccampfield@safebuilt.com.

Best Regards,

Charity Campfield, Account Manager
SAFEbuilt, LLC.

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Background

Our Philosophy

SAFEbuilt knows that every public agency has a unique culture and specific requirements or preferences for their building department services. We pride ourselves on providing customized solutions for each client. The quality and training of our staff, our robust business systems, and our core commitment to our clients ensure that you receive the highest levels of service and responsiveness in the industry.

Our Purpose

SAFEbuilt was founded in 1992 for the sole purpose of providing building department services to local government. We only work with public agencies to avoid any potential for conflict of interest. Today we are one of the leading providers of building department services in the country.

The primary focus of any building department is to ensure life safety for the residents and businesses within a community. That effort requires uniquely skilled individuals with technical knowledge and a desire for the continuous training needed to keep up with the ever-changing construction industry. We have outstanding employees, provide exceptional service to our clients, and participate in the communities we serve.

SAFEbuilt's success is built on two important factors – our organizational processes and our employees. With 36 years of focus on the provision of building department services, we have refined our systems to be an efficient and effective solution. We achieve our inspection and plan review goals with less overhead than most other building departments. Additionally, we are constantly looking for ways that we can improve.

Our employees are also the best in the industry and a key reason for our success. In addition to the necessary technical skills, our hiring and training processes ensure that our team members have the skills needed to work well with other municipal departments, outside agencies, and applicants to make the process as efficient and customer-friendly as possible. It has taken years to develop and refine our hiring practices to staff jurisdictions with individuals who possess a unique balance of technical experience and customer service skills. The result speaks for itself, with client satisfaction ratings that consistently exceed 95% based on SAFEbuilt's bi-annual client surveys.

We carry the full complement of business insurance, including property, liability, auto, and workman's compensation, with our client partners named as additional insured. SAFEbuilt's staff consists of full-time team members with direct construction trade experience and all necessary state licenses and International Code Council (ICC) certifications.

Qualifications & Staffing

In 1992, SAFEbuilt began providing exceptional Community Development services to local governments. Today, we are a national leader performing value-added professional, technical, and consulting services in 36 states and the District of Columbia for the efficient delivery of third-party solutions.

While we started by simply providing construction inspections and plan review for several communities in Northern Colorado, our areas of service have expanded over the years to include:

Full Service and Supplemental Building Department Operations

Residential, Commercial, and Industrial Plan Review

Building, Mechanical, Electrical, and Plumbing Inspection

Fire Plan and Life Safety Review and Inspection

Code Enforcement

Permit Technician

Certified Building Official

Community Development Automation Software

Expedited Plan Review, Inspections, and Engineering for Special Projects

Housing Authority Inspections

Planning and Zoning Services

Disaster Recovery

Over the decades, our capacity has grown to nearly 1,700+ full-time employees, providing flexibility and economy of scale to nearly 1,900+ communities like yours.

Qualifications of Our Team

SAFEbuilt has a rigorous hiring process to find experienced and technically capable people who also fit the company's core values:

- **Integrity.** We choose to do the right thing every time.
- **Improvement.** We strive to continuously improve and understand how we can do better tomorrow.
- **Respect.** We are respectful in the way we interact with everyone.
- **Teamwork.** We have an environment where everyone can contribute ideas. We encourage and reward creativity and initiative.

We always provide unequaled service levels to our customers, both external and internal. SAFEbuilt team members have direct construction trade experience and carry the necessary state licenses and International Code Council (ICC) certifications. In addition to trade experience and ICC certification, our team will have a diversified background in providing municipal building department services. We support our staff with paid ongoing training, and we encourage and financially reward our team for obtaining additional ICC certifications. Superior customer service and communication skills are common traits shared by our building officials, plans examiners, inspectors, and permit technicians. In short, we hire, train, and retain the most qualified individuals in the industry.

Employee Recruiting and Retention

SAFEbuilt can attract and retain the best people due to the corporate culture we have established. We are proud to support our team members with the following: a comprehensive benefits package that includes Medical, Dental, Vision, Life, and Disability insurance coverage, an industry-competitive wage, profit sharing, paid time off, a flexible work environment, company paid training, and recognition for outstanding achievements. We also provide all the tools and resources necessary for our team to provide building department services safely, effectively, and efficiently.

Electronic Plan Review

Simple. Efficient. Reliable

Plan Reviews Simplified

We provide the software, processes, and procedures for you to switch from paper to electronic plan review. The result is a more streamlined, efficient, and transparent process – offering you and project owners with real-time visibility into the plans review process.

- National network of ICC/State Certified Plan Reviewers
- Cross-Disciplined & Specialty Trades
- Concurrent Reviews
- Online Submission and Real-time Status Checks
- Reduced Paper, Storage, and Courier Costs

Our Services

- Commercial & Residential
- Education Facilities
- Electronic Plan Review
- Fire
- Mechanical, Energy
- Post-Disaster
- Site/Civil
- Seismic
- Structural

Why Choose SAFEbuilt?

Simple Implementation
We guide you through the transition process; providing the software, processes, and resources needed.

National Network of Staff
Access to a national network of SAFEbuilt certified staff ensures you have the team needed for any job.

Increase Transparency
Real-time access to dashboards on plan submittals, permit activity, staff assignments, and allocations.

Faster Turnaround
Access to a national network allows for quicker plan reviews with concurrent reviews by multi-disciplined staff.

Building Inspections

Complete. Compliant. Thorough.

Transforming Inspections

We go beyond a checklist of building compliance and approved plans; we provide our clients with a team of certified expert inspectors, automated routing technology, and a proven, methodical inspections playbook that guides our inspectors, builders, and owners through the process.

- ICC/State Certified Inspectors
- Licensed Engineers
- Cross-Disciplined & Specialty Trades
- , Next Day, After-Hours, & Weekends
- Re-Inspections and disaster inspections

- Accessibility
- Construction Engineering
- Commercial & Residential
- Fire
- Mechanical, Energy
- New Construction
- Post-Disaster
- Roof
- Structural
- Site/Civil

Why Choose SAFEbuilt?

Inspections Guarantee
We guarantee inspections that are thorough and compliant with local codes and approved project plans.

Staffing Resources
Inspections staff tailored to your development needs including cross-trained and specialty inspectors.

Ensure Building Safety
Building safe and compliant structures is a top priority. We utilize proprietary Quality Assurance tools and checklists, as well as stay on top of industry trends.

Responsive Customer Service
Our inspectors are responsive to your community development needs. From real-time client scheduling and notifications to

Building Plan Review

Comprehensive. Accurate. Guaranteed.

Better Reviews

We combine quality reviews with quality service to improve the plan review process. SAFEbuilt provides you with a personalized approach to building services with transparent communication, education, expectations, and plans consultation to streamline your approval process.

- ICC/State Certified Plan Reviewers
- Licensed Engineers
- Cross-Disciplined & Specialty Trades
- Access to a National Network of Plan Reviewers
- 7-Day Residential and 10-Day Commercial,

Your Benefits

- ✓ **Stabilized Budgets**
- ✓ **Reduced Costs**
- ✓ **Streamlined Processes**
- ✓ **Strengthened Building Standards**

- Commercial & Residential
- Educational Facilities
- Electronic Plan Review
- Fire
- Mechanical, Energy
- Post-Disaster
- Site/Civil
- Seismic
- Structural

Our Services

Why Choose SAFEbuilt?

Guaranteed Turnarounds
Get guaranteed plan review turnarounds that are coordinated with your permit application process.

Flexibility of Resources
Contracts designed for your needs – full-time, supplemental, and on-call staff – ensure you have the resources needed.

Eliminate Backlogs
We implement process improvements to shorten turnarounds, coupled with right-sized staffing to keep up with the workload.

Improved Customer Service
Clear, responsive communication combined with building software tools so you and your clients know the status of projects at all times.

Building Department Management

Streamlined. Effective. Transparent.

Full-Service Solution

Our Building Department Management Team are subject matter experts, building officials, plan reviewers, inspectors, business managers, problem solvers, and customer relationship managers. We understand building department operations and develop operational and staffing solutions that best fit your community. Building Official and inspector will be locally shared and not an in-house person specifically dedicated to the municipality.

Our Services

- ICC/State Certified Building Staff
- Licensed Engineers
- Cross-Disciplined & Specialty Trades
- Service-Level Guarantees

Your Benefits

- ✓ Stabilized Operations
- ✓ Improved Processes
- ✓ Reduced Costs

- Building Officials
- Electronic Plan Review
- Inspection Services
- Plan Review
- Permit Technicians

Why Choose SAFEbuilt?

Streamlined Processes
We conduct a thorough audit of all department operations to align people with processes to streamline operations.

Transparent Communication
Online Building Services software provides real-time project updates for both plan review and inspections.

Performance Goals
We identify and set realistic goals and metrics to ensure continued operational baselines and improvements.

Credentialed Staffing
Offering certified and experienced building officials, inspectors, permit technicians, plan reviewers.

Timelines & Turnarounds

We recognize the importance of staying on schedule and keeping up with the volume of permits. SAFEbuilt is ready to help you quickly turn around plan reviews and remain current with permits.

Turnarond Timeframes for Plan Review

Deliverables			
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	Project Type:	First Comments	Second Comments
	✓ Residential within	7 business days	5 business days or less
	✓ Tenant Improvements within	10 business days	7 business days or less
	✓ Commercial within (up to $2M in valuation)	10 business days	7 business days or less
	✓ Commercial within ($2M+ to $5M in valuation)	15 business days	10 business days or less
	✓ Commercial within ($5M+ in valuation)	21 business days	15 business days

Turnaround Timeframes for Inspections

We sit down with our clients to establish a customized inspection notification process. SAFEbuilt offers next-day inspections for any request received by 4:00 P.M. on the previous business day. We offer weekend and after-hours inspections on a scheduled basis and emergency inspections for an additional fee.

SAFEbuilt uses a routing program that utilizes computer mapping and GPS to route inspections efficiently. Homeowners who pull a permit may call to schedule an appointment window of two hours to minimize the time they need to be home.

Service Costs

Jurisdictions already know that building department services are "on-demand" and subject to tremendous seasonal and economic swings. SAFEbuilt's program staff supports ongoing activity levels and supplements the workforce with the necessary technical and administrative resources as activity increases.

SAFEbuilt's fees are all-inclusive with no separate billing for wages/benefits, mileage, vehicle expense, materials, travel times, and disbursements, such as copying, telephone rates, and courier services.

Fee Schedules

Full-Service Contract Model:

EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

Building Official Services

- ✓ Be a resource for Consultant team members, Municipal staff, and applicants
- ✓ Help guide citizens, applicants, and municipal staff through the complexities of the adopted building codes and other applicable local amendments and ordinances in order to obtain compliance
- ✓ Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments. If amendments to codes are necessary, CBO will lead amendment and adoption process with support from Municipal staff.
- ✓ Review of current building department procedures related to the acceptance and processing of building permit applications and provide feedback to the department on recommended improvements.
- ✓ Annual review of building permit fees and recommendation of changes if advised. If fee changes are necessary, CBO will lead the update process with support from Municipal staff.
- ✓ Provide Building Code interpretations for final approval
- ✓ Oversee Consultant's quality assurance program and make sure that we are meeting our agreed upon performance measurements and Municipal performance expectations as noted herein
- ✓ Oversee certificate of occupancy issuance to prevent issuance without compliance with all municipal department requirements
- ✓ Attend staff and council meetings as requested
- ✓ Responsible for regularly reporting of building department metrics for Municipality – frequency and content to be mutually agreed upon
- ✓ Conduct enforcement of all adopted building codes, local amendments, and all applicable local codes where the Building Official is the designated authority
- ✓ Issue stop-work notices for non-conforming activities related to provided services – as needed
- ✓ Building Official and inspector will be locally shared and not an in-house person specifically dedicated to the municipality.

Building, Energy Code Inspection Services *(excludes electrical & plumbing)*

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience
- ✓ Perform code compliance inspections for all adopted codes to determine that construction complies with code requirements and approved plans
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy or provide an electronic version of the inspection results and discuss inspection results with site personnel

Service Costs

Plan Review Services *(excludes electrical & plumbing)*

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review plans for compliance with all adopted building codes, local building amendments or other applicable building ordinances
- ✓ Be available for pre-submittal meetings by appointment
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

2. MUNICIPAL OBLIGATIONS
   - ✓ Municipality will issue permits and collect all fees
   - ✓ Municipality will provide Consultant with a list of requested inspections and supporting documents
   - ✓ Municipality will intake plans and related documents for transfer to Consultant electronically

3. TIME OF PERFORMANCE
   - ✓ Consultant will perform Services during normal business hours (8:30am – 5:00pm Monday through Friday) excluding Municipal holidays
   - ✓ Services will be performed on an as-requested basis
   - ✓ Consultant representative(s) will be available by phone and email
   - ✓ Consultant representative(s) will meet with the public by appointment

Deliverables			
INSPECTION SERVICES	Perform inspections received from the Municipality prior to 4:00 pm next business day		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	Project Type:	First Comments	Second and Subsequent Comments
	Single-family within	7 business days	7 business days or less
	Multi-family within	10 business days	10 business days or less
	Tenant Improvements within	10 business days	10 business days or less
	Small commercial within (under $2M in valuation)	15 business days	10 business days or less
	Commercial within ($2M+ to $5M in valuation)	15 business days	15 business days
	Commercial within ($5M+ in valuation)	20 business days	20 business days

EXHIBIT B – FEE SCHEDULE FOR SERVICES

Service Fee Schedule:	
Building Official Services	60% of the combined City Building Permit Fees & Plan Review Fees collected & as established by the
Plan Review Services – Residential & Commercial: • Building, Structural, Energy Code, Mechanical	

Service Costs

• (excludes Plumbing & Electrical)	Municipal fee schedule established by ordinance
Inspection Services • Building, Structural, Energy Code, Mechanical • (excludes Plumbing & Electrical)	

On-call as needed contract model:

EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

As-Requested Building Official Services

- ✓ Be a resource for Consultant team members, Municipal staff, and applicants
- ✓ Help guide citizens through the complexities of the codes in order to obtain compliance
- ✓ Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- ✓ Provide Building Code interpretations for final approval
- ✓ Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- ✓ Provide training for our inspectors on Municipality adopted codes and local amendments as needed
- ✓ Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- ✓ Attend staff and council meetings as mutually agreed upon
- ✓ Responsible for reporting for Municipality – frequency and content to be mutually agreed upon
- ✓ Responsible for client and applicant satisfaction
- ✓ Issue stop-work notices for non-conforming activities related to provided services – as needed
- ✓ Building Official and inspector will be locally shared and not an in-house person specifically dedicated to the municipality.

As-Requested Building, Inspection Services*(excludes electrical & plumbing)*

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience.
- ✓ Perform code compliance inspections to determine that construction complies with approved plans
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy or provide an electronic version of the inspection results and discuss inspection results with site personnel

As-Requested Plan Review Services*(excludes electrical & plumbing)*

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review plans for compliance with adopted building codes, local amendments or ordinances
- ✓ Be available for pre-submittal meetings by appointment
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

Service Costs

Reporting Services

- ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

2. MUNICIPAL OBLIGATIONS

- ✓ Municipality will issue permits and collect all fees
- ✓ Municipality will provide Consultant with a list of requested inspections and supporting documents
- ✓ Municipality will intake plans and related documents for transfer to Consultant electronically

3. TIME OF PERFORMANCE

- ✓ Consultant will perform Services during normal business hours excluding Municipal holidays
- ✓ Services will be performed on an as-requested basis
- ✓ Consultant representative(s) will be available by phone and email

Deliverables			
INSPECTION SERVICES	Perform inspections received from the Municipality prior to 4:00 pm next business day		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	Project Type:	First Comments	Second and Subsequent Comments
	Single-family within	7 business days	7 business days or less
	Multi-family within	10 business days	10 business days or less
	Tenant Improvements within	10 business days	10 business days or less
	Small commercial within (under $2M in valuation)	15 business days	10 business days or less
	Commercial within ($2M+ to $5M in valuation)	15 business days	15 business days
	Commercial within ($5M+ in valuation)	20 business days	20 business days
	Stand-alone (mechanical)	5 business Days	5 business Days

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

- ✓ Municipality and Consultant will review the Municipal Fee Schedule and valuation tables annually to discuss making adjustments to reflect increases in the costs incurred by Consultant to provide Services.
- ✓ Beginning January 01, 2025 and annually thereafter, the hourly and flat rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:

Service Costs

Inspection Services • Building, Energy Code, Mechanical (Excludes plumbing & electrical)	$115.00 per hour- one (1) hour minimum**
Plan Review Services – Residential & Commercial: • Initial plan review • Up-to two (2) re-reviews • Building, Energy Code, Mechanical (Excludes plumbing & electrical)	Plan review 60% of city plan review fee with initial review and 2 re-reviews. Then rate is $115 per hr. w/ 1 hr. min. and also same hourly rate for changes to previously approved or issued plans.
Additional Plan Review Fee – Residential & Commercial: • After initial review & two (2) re-reviews • Other Building Plan Reviews not listed or changes to previously approved plans. • Stand-alone mechanical • Meetings of plans examiner outside of plan review % of fee plan review work.	$115.00 per hour – one (1) hour minimum
Structural Engineering Plan Review	$165.00 per hour – one (1) hour minimum
Building Official Services	$145.00 per hour- one (1) hour minimum
After Hours/Emergency Inspection Services	$135.00 per hour – two (2) hour minimum
**Hourly inspection time tracked will include roundtrip travel time as outlined: Time will begin from Consultant's location to Municipality or first inspection site up to 1 hour away. Total time tracked will end when the inspector completes the last scheduled inspection and leaves Municipality or last inspection to include travel time to return to Consultant's location up to 1 hour away. Time tracked will also include travel time between inspection sites and all administrative work related to inspection support or reporting.	

Optional:

EXHIBIT C – MUNICIPAL SPECIFIED OR SAFEBUILT PROVIDED SOFTWARE

1. Consultant shall provide Services pursuant to this Agreement using hardware and Consultant's standard software package, unless otherwise provided below. Use of Consultant's software shall be subject to the applicable terms of service, privacy and other policies published by Consultant with respect to that software, as those policies may be amended from time to time. In the event that Municipality requires that Consultant utilize hardware and/or software specified by and provided by Municipality, Consultant shall use reasonable commercial efforts to comply with Municipal requirements.

2. Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with Municipal requirements.

Municipality will provide the following information to Consultant.

- ✓ Municipal technology point of contact information including name, title, email and phone number
- ✓ List of technology services, devices and software that the Municipality will provide may include:
  - Client network access
  - Internet access
  - Proprietary or commercial software and access
  - Computer workstations/laptops
  - Mobile devices
  - Printers/printing services
  - Data access
  - List of reports and outputs

Value-Added Services

CommunityCore Solutions

CommunityCore is SAFEbuilt's proprietary online community development software tool for managing permitting, plan reviews and approvals, and code enforcement and inspection activities. CommunityCore integrates with other government software systems. It is designed to streamline and automate many building department processes, helping to ensure compliance, manage workflows, generate activity reporting, and provide transparency to all stakeholders.

CommunityCore is divided into three interface modules, depending on the user.

CommunityCore for Building Departments

CommunityCore
Meritage Systems

The main module of CommunityCore is used by the Building Department and the municipality to perform and track permit and inspection tasks easily. Users of CommunityCore can:

- Manage permit applications and permits throughout their lifecycle.
- Assess fees and collect payment.
- Manage contractor and business licenses.
- Create and track projects.
- Manage how the system works for you by customizing workflows, defining customer permit fields, and managing users.
- Generate reports.

From the dashboard, users can search for a permit, create a new application or quickly navigate to a new application, estimate fees, and schedule or reschedule an inspection. With CommunityCore for Code Enforcement enabled, users can quickly log a complaint from the dashboard view.

CommunityCore for Contractors and the Community

CommunityConnect
Meritage Systems

CommunityConnect is the "public-facing" portal designed to engage contractors and community members online to save time while reducing call volume as well as walk-in traffic. It allows contractors and community members to manage their own permitting and inspection requests, tracking, and fee payments. Users can add documents required for permit applications, contractors can renew licenses online, and community members can even log complaints about code violations. Users of CommunityConnect can:

- Apply for permits.
- Track existing permits.
- Upload plans.
- Access permit documents, including permit certificates and plan reviews.
- View inspection results.
- Pay fees.

Citizens and contractors can see links and information about permits, scheduling, and fee payment options using the dashboard view. They can also add any documents required for permit applications, contractors can renew licenses online, and community members can even log complaints about code violations.

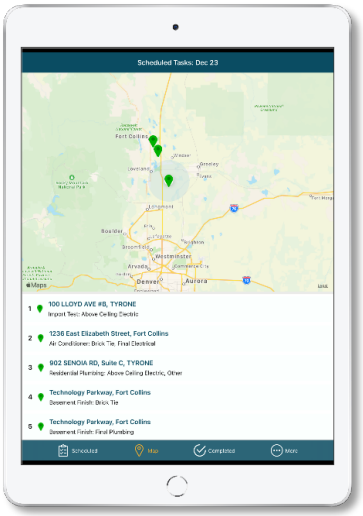
> CommunityConnect saves time, reduces call volume, and decreases walk-in traffic.

CommunityCore for Inspectors

InspectorConnect
Meritage Systems

InspectorConnect allows your inspectors to manage their inspections from their mobile devices with or without an internet connection. Inspectors and Code Compliance Officers can use InspectorConnect to:

- Easily view their assigned work.
- Organize stops for improved efficiency.
- Automatically send inspection results to the contractor or permit applicant.
- Access key documents, such as plans and certificates.
- Schedule, reschedule, or assign inspections in the field.
- Look up permit information from the field.



InspectorConnect allows users to add notes and photos to an inspection or generate code compliance case documents.

> InspectorConnect organizes stops in a way that makes sense and automatically sends inspection results to applicants

Why CommunityCore?

Created by people who have worked in building departments like yours, CommunityCore Solutions are simple yet flexible enough to handle the work you and your team do every day. When questions or issues do arise, our Customer Support team is second to none. We offer a genuinely unique combination—large company strength and stability together with small company personalized and responsive support.

SAFEbuilt always welcomes the opportunity to present a demo during the proposal process or at contract award. We will include a full assessment and complete implementation and project management services—as well as estimates for migrating data from your existing system or spreadsheets. As part of our implementation strategy, one of our CommunityCore Experts will thoroughly discuss the data migration details and scope with you. This process is simple—taking advantage of out-of-the-box functionality whenever possible

Permitting

From simplifying permit applications to easily managing all of the activity through completion, our permitting tools will save you and your community time and aggravation.

Building Inspections

Inspections don't happen in the office so why should you have to manage them there? Take the tools you need on the road with you and get the work done, whether you have internet access or not.

Community Portal

Keep your community engaged, happy, and out of your office with quick online access to everything they need to apply for and track permits, upload plans, pay fees, and much more.

Code Compliance

Complete code violation inspections anywhere through the mobile app and easily see all activity on any specific property.

Contractor and Business Licensing

Make your licensing easier on everyone with better ways to manage every aspect of the process, including the requirements of each license type and simple online renewal.

Plan Review

Easily upload plan reviews, keeping your permitting on track and your processes humming.

"Everything we set out to accomplish, we have. I'm confident SAFEbuilt will continue to bring forward-thinking solutions to the table as our relationship grows."

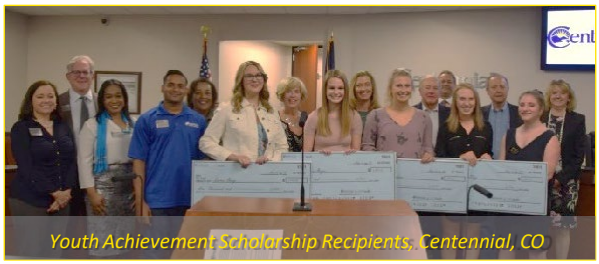
— Jay Hedges, Village Manager, Village of Hampshire, IL, regarding the implementation of CommunityCore Solutions

Community Involvement

SAFEbuilt is more than just a building department services provider; we provide a higher level of professionalism, expertise, and service. In an ongoing effort to deliver outstanding services, resources, and opportunities. As a contributing member to the communities we serve, we believe giving back is a meaningful way to demonstrate that we care about our clients and citizens. SAFEbuilt has developed several programs designed to support clients with educational programs, outreach, and charitable giving. The following are just a few examples of what SAFEbuilt can do for your community.

Youth Achievement Scholarship (YAS) – $1,000

YAS honors and recognizes a graduating senior who has demonstrated leadership through volunteer work and/or other actions that have significantly impacted their community. The successful candidate exhibits SAFEbuilt's core values of SERVICE, INTEGRITY, TEAMWORK, IMPROVEMENT, and RESPECT. Recipients receive a $1,000 scholarship, recognized as a Youth Achievement Leader on SAFEbuilt's website, press coverage and/or a live presentation at a Council meeting.



Youth Achievement Scholarship Recipients, Centennial, CO

Monetary Donation

SAFEbuilt clients may request monetary contributions for community events (celebrations, parades, open houses, holiday-specific activities, etc.).

Open House

Clients are eligible to request up to $600 per year for the annual Open House celebrating and informing the public about building department services and resources.

Annual Dinner

SAFEbuilt welcomes the opportunity to meet with the executive leadership team and elected officials to provide an update of services received and to introduce new services and opportunities.

Community Ride Alongs

Ride Alongs focus on educating the executive leadership and/or elected officials on what inspectors look for in the field that translates to impacting community safety, beautification, and compliance.

Publications

SAFEbuilt clients are eligible to publish their successes (awards, projects, process improvements) in various local, regional, state, and national resources.

Planning Commissioners Training

SAFEbuilt clients are eligible for training designed explicitly for Planning Commissioners.

Workshops (Free for Clients)

A variety of 2- and 4-hour workshops are available for clients wishing to host regional workshops such as:

- *The Changing Community Develop Mentality* workshop
- *How the Street Connects to the Place: Linking Land Use and Transportation*
- *The Reality of Form-based Codes and Where They Apply* workshop
- *Minimizing Risk in Zoning* workshop
- *Getting a Shovel in the Ground* workshop
- *Post-Disaster Structural Assessments*

Homeowners Workshops

Homeowners' workshops are ideal ways to educate homeowners to better understand the right way to manage a construction project such as building a deck, finishing a basement, etc.

Community Open House

These are ideal opportunities to provide general information/discussions regarding the permit process and required inspections for the general public and showcase the client's willingness and desire to engage with the community.

SAFEbuilt is committed to being a positive and local corporate partner in each community we serve. We live in the communities we serve and actively participate and support each community. Last year, SAFEbuilt partnered with our communities to accomplish the following:

BUILDING CODES SERVICES AGREEMENT
BETWEEN THE IDAHO DIVISION OF BUILDING SAFETY AND
THE CITY OF BELLEVUE

This BUILDING CODES SERVICES AGREEMENT BETWEEN THE IDAHO DIVISION OF BUILDING SAFETY AND THE CITY OF BELLEVUE (hereafter "Agreement") is made and entered into this 28 day of DECEMBER, 2016, by and between the Administrator of the Idaho Division of Building Safety or his duly authorized designee (hereafter "Division"), having its main office at 1090 East Watertower Street, Suite 150, Meridian, Idaho 83642 and the City of Bellevue, Idaho, by and through its authorized representative (hereafter "City") having its main office at 20482 N Main St, Bellevue, ID 83320 The Division and the City may hereafter collectively be referred to as "Parties".

WITNESSETH:

WHEREAS, the Division is a self-governing agency of the State of Idaho having statutory authority over the enforcement and administration of building codes, as well as statutory authority to enter into contracts with a local jurisdiction for the purpose of performing inspection services pursuant to sections 67-2601A and 39-4107, Idaho Code; and

WHEREAS, the City is an entity created under the laws of the State of Idaho and granted the authority to adopt and enforce building codes pursuant to Idaho Code as well as granted the authority to enter into contracts with a public entity for the purpose of performing inspection services related to the administration of its building codes enforcement program; and

WHEREAS, both Parties are a "Public Agency" and statutorily authorized by Idaho Code sections 67-2326 through 67-2333 to cooperate to their mutual advantage to make the most efficient use of, and to exercise jointly the authority to perform building inspections in their jurisdictions, and to enjoy all the benefits and authority contained therein those sections; and

WHEREAS, the City is desirous to exercise this authority and has determined that it is in the best interest of the City to enter in to a contract with the Division to provide for inspection services related to the administration of the City's building code, including the inspection, plan review, and permitting requirements contained in its ordinances related to the City's building program; and

WHEREAS, the Division, though its statutory authority and pursuant to the terms of this Agreement, has also determined that it is in the best interest of the Division to enter into such an Agreement with the City and intends to perform all necessary building code related services and to arrange for, monitor, supervise, and administer portions of the City's building codes; and

WHEREAS, the City, has authorized the Division to provide inspection services related to the administration of the City's building code services program, including but not limited to the inspection, plan review, permitting and enforcement of all construction, improvement, extension or alteration of buildings, residences or structures, coming under the purview of the City's jurisdiction; and

WHEREAS, the City and the Division desire to commemorate the terms and provisions of their Agreement by means of a written document, this Agreement is to be executed to form and memorialize the contractual relationship between the parties;

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and agreements contained herein, the Division and the City hereby agree and contract as follows:

1 DELEGATION OF AUTHORITY

1.1 The mission of the City's Building Department is to protect the lives and safety of the residents and visitors of the City of Bellevue, preserve the City's quality of life, and contribute to the City's economic development. These are accomplished through the implementation and enforcement of building codes as well as local and State laws pertaining to the construction of commercial, industrial, and residential buildings.

1.2 With this Agreement, the Division does hereby agree to provide inspection and plan review services, and related administration services to the building code services program of the City. The City does hereby grant the Division such power and authority within the areas the City has determined it exercises jurisdiction and to serve as the building inspection department for the City and perform those responsibilities of the Building Inspector as identified in this agreement throughout the effective period of this Agreement.

1.3 Building Code Services provided by the Division shall include all services for construction-related activities, including pre-development conferences, plan review, inspections, permit verification, and delivery of Certificates of Occupancy.

2 SCOPE OF SERVICES/ DIVISION RESPONSIBILITIES

2.1 The services to be performed by Division under this Agreement (hereafter "Services") include:

2.2 Division shall conduct building inspections as well as provide reasonably related building code services for the City on property and at all buildings, commercial, residential and industrial within those areas the City has determined it exercises jurisdiction. City represents and agrees that it has authority and exercises jurisdiction over all building construction, improvements, alterations, or installations requiring a permit at sites within the city at which it requests the Division to perform inspections. Division shall enforce all rules and regulations under the various International and Idaho Building Codes, and other applicable building codes adopted by the City with any amendments as adopted by the City, and verify that all provisions of permitting required by the City pursuant to such uniform codes are observed. Furthermore, all inspections, plan reviews and associated activities conducted by the Division pursuant to this Agreement shall be conducted in substantial accord with the standards recognized by the City as expressed in City code.

2.3 As used in this agreement, the terms "enforce" and/or "enforcement" is defined to include only the following activities by the Division: verifying that the appropriate City permit has been obtained; ensuring that inspection has been requested and subsequently performed; determining whether any building construction is done so in conformity with the adopted codes; ensuring that

a violation of any applicable construction code has been identified; that notice of any such violation has been provided to the permit holder and the City, and that correction of any such violation has been ordered; and verifying that the City, through its Clerk's Office has approved the issuance of a Certificate of Occupancy prior to the delivery of such.

2.4 Division shall provide inspection services related to the administration of the building code services program of the City, in accordance with applicable City ordinances. Division shall conduct inspections, provide notice of violations of the applicable standards to the holder of the permit; and otherwise carry out other related administrative duties and responsibilities consistent with this agreement.

2.5 Division shall have use of office space in a designated area within City of Bellevue facilities. The Building Inspector designated by the Division shall enjoy access to all equipment and facilities available to City employees, including but not limited to a desk, phones, computers, copy machines, storage, and all other relevant City equipment and facilities. The City shall maintain ownership over all City equipment provided by the City and made available to the Division. The Division and its inspector shall maintain, at Division's expense, a cellular telephone with voice mail, and shall provide the telephone numbers thereof to the City for its use in administering this Agreement.

2.6 The Parties agree that the Division Building Inspector shall timely respond to calls of inquiry concerning Building Code Services from members of the public. Division inspector will be available to schedule and perform inspections for customers of the City during regular business hours of the Division from 8am to 5pm (MST). The Division will be available by telephone during every regular business day and during regular business hours to respond to code-related questions and/or provide code interpretations.

2.7 The authorized Division Building Inspector shall determine a schedule of activities, including site visits and inspections.

2.8 Division shall provide a vehicle for use by the Division Inspector. The Division will provide fuel and maintenance for such vehicle and retain liability for the vehicle and its use as set forth in Idaho law, including the Tort Claims Act set forth in Idaho Code title 6, chapter 9. Funding for the Division's liability is established under the Retained Risk Account managed by the Department of Administration, Division of Risk Management. Evidence of financial responsibility will be provided to the City upon request and will consist of a Certificate of Financial Responsibility.

2.9 Division Inspector shall keep the City Administrator informed of the affairs and needs of the City and make reports if requested to the Mayor and/or Council of such matters; and provide written notice of ordinance violations to the Community Development Director.

2.10 Division Inspector shall perform such general duties as requested by the City related to the performance of and not inconsistent with this Agreement.

2.11 Division Building Inspector shall share relevant information related to inspection services with the City Clerk's Office upon request, as well as verify that City, through its Clerk's Office, has approved the issuance of a Certificate of Occupancy prior to the delivery of such.

2.12 To the fullest extent permitted by law Division shall make all building and construction plans submitted to the Division for review electronically accessible to the City's fire department for the purpose of protecting property as well as the health and safety of the public. Division shall allow the City's fire department access to its *Dox* plan review software system as it relates to plans within the scope of this agreement, as well as any related documents generated by the Division in the course of reviewing individual plans of buildings within the scope of this agreement.

2.13 To the fullest extent that it is able to do so Division shall provide permission to access individual plans maintained on its Project *Dox* plan review software system to those entities and individuals identified by the applicant of the building permit. There shall be no fee or cost to the City, architect, contractor(s), or any other party involved in a construction project necessitating a plan review imposed by the Division for accessing such ongoing plans.

2.14 Electronic building plans submitted to the Division for review shall be maintained on the Division's computer server, and Division shall ensure that only those individuals who have been authorized by the applicant of the building permit, as well as only those individuals within the Division with a need to do so will have access to such plans. Such access will be provided only by means of a password provided by the Division to parties as authorized by the applicant.

2.15 At all times throughout the term of this Agreement, Division Inspector(s) shall be sufficiently qualified to provide services in the manner established by this Agreement. Specifically, without limitation, Division Inspector(s) assigned to perform inspection activities pursuant to this agreement shall be in good standing with all relevant licensing and/or certifying authorities.

2.15.1 Division inspectors assigned to perform commercial and residential building inspections shall possess an International Code Council (ICC) Building Inspector certificate or International Code Council (ICC) Plans Examiner Certificate.

2.15.2 Division inspectors assigned to perform residential plans review shall possess an International Code Council (ICC) Building Inspector Certificate or International Code Council (ICC) Plans Examiner Certificate.

2.15.3 Division inspectors assigned to perform commercial plans review shall possess an International Code Council (ICC) Plans Examiner Certificate.

3 SCOPE OF SERVICES/ CITY RESPONSIBILITIES

3.1 A City employee shall be designated to work as staff with the Division and help coordinate Building Code Services with developers, residents, and other interested persons. The City employee shall, to the extent necessary, provide messaging services for the Division Building Inspector during periods of his absence.

3.2 City shall be responsible for acting in accordance with its own processes regarding applications for inspections or permits, permit issuance, collection of inspection or permit fees, and any other administrative duties not assigned to the Division in this agreement. If a permit is

required, City shall, as soon as possible following the issuance thereof, furnish to the Division a copy of the permit with the identification of the contractor(s) performing the work to be inspected. The contractor(s) identified on the permit will be instructed by the City to contact the Division Inspector directly to notify him of the need for an inspection. Upon such notification by a contractor, the Division Inspector shall schedule and conduct the inspection in accordance with his schedule.

3.3 Revenue Allocation. Permit fee amounts pertaining to building code services shall be established by City Code, and shall be collected by the City. Division shall be entitled to the following shares of building permit and plan review fee revenues collected by City in accordance with the fee schedule adopted by the City on the effective date of this agreement:

Monthly Permit Fee Collected	Division Share
0-$6,000	45%
$6,001 - $12,000	$3,000 + 30% over $6,000
$12,000 - $100,000	$6,000 + 15% over $12,000

Monthly Plan Review Fee Collected	Division Share
0-$6,000	45%
$6,001 - $12,000	$3,000 + 20% over $6,000
$12,000 - $100,000	$6,000 + 6.5% over $12,000

3.3.1 The entirety of each building plan review fee owed to the Division in accordance with its allocated share shall be remitted to the Division no later than the fifteenth (15th) day of the month following the completion of the review of such plans by the Division.

3.3.2 The City shall remit to the Division one hundred percent (100%) of the Division's share of each commercial or residential permit fee not later than the fifteenth (15th) calendar day of the month in the month following the issuance of such permits.

3.3 City shall tender receipts to persons and parties whom pay with cash and check. The amounts of the permits and fees so collected by the City shall be collected and then paid to Division, either in person or by means of the mail at the identified Division address.

3.4 The receipts shall have the logo of the City printed on them. City shall maintain an acceptable accounting of all monies collected for the service provided by Division as City Building Inspector and readily provide Division a full accounting of services upon request.

3.5 City agrees to provide permit application forms and inspection stickers to Division Inspector.

3.6 City agrees to provide notice to Division of any amendments or modification to the applicable building codes or City ordinances adopting such codes.

4 TERMINATION

4.1 This Agreement shall remain in effect until as provided herein. Either party may terminate this Agreement pursuant to this section. Parties may terminate this Agreement by providing thirty (30) days written notice to the other party if at any time: (1) the other party is in material breach of any warranty, term, condition, covenant, or obligation under the Agreement; (2) judicial interpretation of federal or state laws, regulations, or rules renders fulfillment of the Agreement infeasible or impossible; or, (3) the other party fails to comply with any material and applicable law, regulation, or rule.

4.2 Either party may terminate this Agreement without cause upon ninety (90) days prior written notice to the other party. In the event the City terminates this agreement for any reason, Division shall be entitled to compensation for the services performed per the provisions outlined above up to the effective date of termination.

5 PERIOD OF PERFORMANCE

5.1 This Agreement shall become effective immediately upon the approval of the Bellevue City Council or the date of the last signature set forth below, whichever event occurs last, and shall remain in effect until September 30, 2017 or until an earlier termination as provided above in Section 4.

5.2 This Agreement shall be considered automatically renewed for successive one (1) year periods hereafter unless terminated earlier by either party in the form and manner set forth in Section 4.

6 DEFAULT

6.1 In the event that either party defaults in their performance of any material term or provision of this Agreement, the party not in default may terminate this Agreement and pursue any available remedies.

7 LIABILITY TO THIRD PARTIES

7.1 City and Division each shall be responsible only for the acts, omissions or negligence of its own officers, employees or agents. Nothing in this Agreement shall extend the responsibility or liability of either City or Division beyond that required by the Idaho Tort Claims Act. Each party shall defend itself against any claims that arise solely from wrongful acts, omissions or negligence of its officers, employees, or agents in the course of the performance of this Agreement, but does not assume responsibility for the acts, omissions or negligence of the other party or the other party's officials, employees, agents and volunteers. Each party shall promptly notify the other party of any claim arising under this Agreement and shall cooperate fully with the defending party or its representatives in the defense of such claims.

7.2 Nothing in this Agreement shall be deemed to subject the Division or the City to suit by persons not party to this Agreement. The Agreement is intended solely to facilitate intergovernmental cooperation among the Parties and does not create any right in other persons to seek administrative or judicial enforcement of provisions herein. Any actions by persons not party

hereto maintained against the Division or the City or their officers, employees and agents for activities conducted pursuant to this Agreement shall be subject to, and controlled solely by, the Idaho constitution and its statutes and administrative regulations and City Code as applicable.

8 MISCELLANEOUS

8.1 Governing Law. The validity, construction and performance of this Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to but not covered by this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State of Idaho.

8.2 Venue, Jurisdiction and Process. The parties agree that any proceeding arising out of this Agreement or for the interpretation, performance or breach of this Agreement, shall be instituted in Ada County, Idaho, and each party irrevocably submits to the jurisdiction of such proceeding and waives any and all objections to jurisdiction or venue that it may have otherwise.

8.3 Assignment. The Division may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent of the City. Any subcontractor or assignee will be bound by all of the terms and conditions of this contract.

8.4 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

8.5 Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties, any right or remedy under or by reason of this Agreement.

8.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

8.7 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

8.8 Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Division and City. Each party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

8.9 Reservation of Rights. Each Party reserves all rights, powers and remedies now or hereafter existing in law or in equity, by statute or otherwise. Nothing in this Agreement is or shall be construed to be a waiver of such rights. The Agreement is intended solely to facilitate intergovernmental cooperation among the parties and does not create any right to seek administrative of judicial enforcement of provisions herein.

8.10 Entire Agreement and Modification. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations, and discussions, whether verbal or written, of the parties pertaining to that subject matter. The Agreement may not be changed, amended, or superseded unless by means of writing executed by both Parties hereto.

8.11 Sufficient Appropriation. By signing this Agreement, both parties understand and agree that the Division and the City are governmental entities. The Division is able to provide the services identified in this Agreement through its authority to contract as granted by the State of Idaho. The City is able to contract for Building Code Services also through its authority to enter into contracts. This Agreement shall in no way or manner be construed so as to bind or obligate the Division, the City of Bellevue or the State of Idaho beyond the term of any particular appropriation of funds by the Idaho Legislature or Bellevue City Council as may exist from time to time. Each party reserves the right to terminate the Agreement if, in its sole judgment, the legislature of the State of Idaho or the Bellevue City Council, as the case may be, fails, neglects, or refuses to appropriate sufficient funds as may be required for the Division or City to continue their required performance under the Agreement. Any such termination shall take effect on ninety (90) days prior notice and be otherwise effective as provided in this Agreement.

8.12 State's Insurance. The Division of Building Safety is a State of Idaho agency and provides liability coverage for public liability, personal injury, death, and property damage through the Risk Management Program established under Idaho Code section 67-5776, which is funded and in effect subject to limitation on liability of the Tort Claims Act, Idaho Code sections 6-901 et seq. The State shall provide a Certificate of Financial Responsibility evidencing such upon request.

8.13 City's Insurance. City of Bellevue is a body politic and corporate of the state of Idaho with the powers and duties as set forth in Title 50, Idaho Code. City is provided with liability coverage for public liability, personal injury, death, and property damage through the Idaho Counties Risk Management Program (ICRMP), which is funded and in effect. City shall provide a Certificate of Coverage, Proof of Insurance, or Certificate of Financial Responsibility as applicable evidencing such upon request.

8.14 Independent Contractor. In all matters pertaining to this Agreement, it is distinctly and particularly understood and agreed between the parties to the Agreement that the Division is an independent contractor in the performance of each and every part of the Agreement, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein. The Contractor shall assume full responsibility for payment of all applicable federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, worker's compensation and income tax laws with respect to the Contractor or Contractor's employees engaged in performance under the Contract. Contractor shall be acting as an independent contractor, and neither Contractor nor any officer, employee or agent of Contractor shall be deemed an employee of City in any manner or for any purpose.

8.15 Records. All records, including those of costs, reimbursable expenses, and payments shall be kept on a generally recognized accounting basis and shall be available to the other Party at all times and shall be maintained in accordance with relevant standards.

8.16 Public Records. Division acknowledges that all records containing information relating to the actual performance of this Agreement and services provided hereunder prepared, owned, used or retained by it are public records and as such are subject to City's records retention schedule and/or the Idaho public records act. Division shall, upon request and within three (3) working days of such request, provide requested information or records to the City Clerk's Office where such information is maintained by Contractor in a location or format not readily accessible by City. Division shall, upon request, prepare and provide to City all data collected and/or reports prepared regarding services conducted under this Agreement.

8.17 Survival. All provisions of this Agreement which contain continuing obligations shall survive its expiration or termination.

8.18 Voluntary. The Parties hereby acknowledge that they have entered into this Agreement knowingly, voluntarily and without threats or promises in any form or nature whatsoever.

8.19 Notice. Any notice or payment contemplated by this Agreement shall be made in writing to the Parties at the addresses noted herein. It shall be the responsibility of each Party to provide timely notice of changes of address.

To the Division at: 1090 E. Watertower Street, Suite 150
Meridian, ID 83642

To the City at: 115 East Pine Street
Bellevue, ID 83313

IN WITNESS WHEREOF the parties cause this agreement to be executed as of the day and year first above.

DIVISION OF BUILDING SAFETY:
C. Kelly Pearce, Administrator

By: _____

Date: 12-28-16

CITY OF BELLEVUE:
Mayor
Christopher Koch

By: _____

Date: 12-28-16

STATE OF IDAHO)
) ss.
County of Ada)

On this 29 day of December, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Kelly Pearce,

known or identified to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same for the purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

ELVIRA MORRIS NOTARY PUBLIC STATE OF IDAHO

Elvira Morris
Notary Public for State of Idaho
Residing at Meridian, Idaho
Commission expires: May 25, 2019

STATE OF IDAHO)
) ss.
County of Blaine)

On this 11th day of January, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Christopher Koch, known or identified to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same for the purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

MARIA PALOMERA
Notary Public
State of Idaho

Maria Palomera
Notary Public for City of Bellevue
Residing at Bellevue, Idaho
Commission expires: 11-15-2020

State of Idaho
Division of Occupational and Professional Licenses

BRAD LITTLE
Governor
RUSSELL BARRON
Administrator

11341 W Chinden Blvd.
P.O. Box 83720
Boise, ID 83720-0063
(208) 334-3233
dopl.idaho.gov

PLAN REVIEW AND INSPECTION SERVICES AGREEMENT

This Agreement is entered by and between the Idaho Division of Occupational and Professional Licenses (Division) and the City/County of _____ (City/County) for the performance of plan review and inspection services as set forth herein.

1. AUTHORITY. The Division has statutory authority over the enforcement and administration of building codes in the State of Idaho and has statutory authority to enter contracts with a local jurisdiction for the purpose of performing permitting, plan review, and inspection services pursuant to Idaho Code §§ 67-2604(1)(h) and (3), 39-4107(4), 39-9701, 54-1001C, 54-2607(1)(d), and 54-5006(3).

The City/County is authorized by Idaho Code §§ 39-4116, 54-1001B, 54-2601(2)-(3), 54-2620, 54-5001, 54-5016(4), to adopt and enforce building codes within its City/County limits and is authorized by Idaho Code § 50-301 to enter into contracts for the purpose of implementing and enforcing its building code ordinances.

Idaho Code §§ 67-2326 – 67-2333 authorize the Parties to contract and "cooperate to their mutual advantage and thereby provide services and facilities and perform functions in a manner that will best accord with geographic, economic, population, and other factors influencing the needs and development of the respective entities."

2. TERM OF AGREEMENT. The Agreement is effective on the date of last signature and has an initial term which expires on June 30, 2025, unless terminated. This Agreement will continue for additional one (1) year terms which coincide with the State's fiscal year (July 1 – June 30) through an automatic renewal with the same terms and conditions set forth herein.

3. DIVISION SCOPE OF WORK.

a. The Division will conduct plan reviews and conduct building code, electrical, plumbing, and mechanical (HVAC) inspections at buildings, structures, residences, and installations as requested and identified by the City/County, and over which the City/County has exclusive jurisdiction. If the City/County has not adopted its own building codes, all inspections and plan reviews will be conducted in substantial accord with the codes adopted in Idaho Code §§ 39-4109, 39-4116, 39-9701, 54-1001, 54-2601, and 54-5001, with any amendments adopted by the Division boards in Idaho Administrative Rule Chapters 24.39.10, 24.39.20, 24.39.30, and 24.39.70. If the City/County has adopted its own building codes, then all inspections and plan reviews will be conducted in substantial accord with the codes adopted in Idaho Code §§ 39-4109, 39-4116, 39-9701, 54-1001, 54-2601, and 54-5001, with any amendments adopted in City/County

code or ordinance. The Division will not apply any City/County code or ordinance which conflicts with statute in its plan reviews or inspections.

b. When performing its services, the Division will verify that the appropriate permit was obtained; review whether an inspection was requested by the permit holder; perform any requested inspections; determine whether any building construction was performed in conformity with the relevant adopted codes; identify any violations or non-complying installations; provide notice(s) to the permit holder and City/County of any violations or non-complying installations, such notices will sufficiently identify corrections that are necessary to comply with relevant adopted codes; reinspect once notified the corrected work is ready for inspection; and verify that the City/County has approved the issuance of a certificate of occupancy prior to delivery of the same. Neither the Division nor its employees are authorized or required to undertake any enforcement activity not specifically set forth herein, including, but not limited to, disconnecting defective or non-complying installations, ensuring that non-complying installations are remedied, or prosecuting violators for non-compliance with the relevant adopted codes.

c. For plan review purposes the Division will provide the relevant City/County departments access to its plan review software system to electronically review documents relevant to this Agreement, including building and construction plans submitted to the Division pursuant to this Agreement, and any related documents generated by the Division in the course of reviewing building and construction plans within the scope of this Agreement.

d. The Division plans examiner(s) and inspector(s) who perform services under this Agreement will be in good standing with all relevant and statutorily required licensing and/or certifying authorities.

e. The Division will be available during regular business days and hours to respond to code-related questions. The Division will schedule plan reviews, site visits, and inspections as availability allows.

4. CITY/COUNTY SCOPE OF WORK.

a. If the City/County has adopted its own building codes, within five (5) business days of signing this Agreement, the City/County designee will provide the Division's Building Program Manager with an itemization of its amendments to the codes adopted in Idaho Code §§ 39-4109, 39-4116, 39-9701, 54-1001, 54-2601, and 54-5001. The City/County will supply written notice to the Division's Building Program Manager of any amendments or modifications to the applicable City/County codes or ordinances at least ten (10) business days before the amendments or modifications become effective.

b. A City/County designee will be designated to work with the Division and help coordinate building code services with developers, residents, and other interested persons. The City/County designee will, to the extent necessary, provide messaging services for the Division plans examiner(s) and inspector(s) during periods of absence.

c. The City/County will, per its own processes, issue permits and perform all other administrative duties not assigned to the Division in this Agreement. Where applicable, the City/County shall deliver a copy of a permit to the power supplier or other interested parties.

d. The contractor(s) identified on the permit will be instructed by the City/County to request an inspection and/or plan review with the Division directly. The Division's inspector and/or plans examiner will complete the requested inspection and/or plan review as his/her schedule allows. The City/County will provide inspection stickers to the Division inspector.

e. The City/County understands and agrees this Agreement does not apply to buildings under the jurisdiction of the State; public schools, modulars, manufactured homes, and state-owned buildings, within its City/County limits.

5. FEES AND PAYMENTS. The permit requester shall pay the Division for professional building plan review and/or inspection services. Plan review and building inspection services are included in one fee and pursuant to the fee table outlined in IDAPA 24.39.30.500, including the 10 percent reduction as outlined in Table 1.1

6. PROCEDURES. The Division and the City/County may establish additional procedures for the conduct of inspections or plan reviews which are not inconsistent with the applicable law or with this Agreement. The party implementing procedures will provide written notice and a copy of such procedures to the other party.

7. LIABILITY AND NO THIRD-PARTY BENEFICIARIES. The Division, and not the City/County, is responsible for the acts of its own officers, employees or agents in carrying out its functions under this Agreement and, when applicable, only to the extent required by the Idaho Tort Claims Act. The City/County, and not the Division, is responsible for the acts of its own officers, employees or agents in carrying out its functions under this Agreement. There are no third-party beneficiaries of this Agreement and nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto (and their respective successors, heirs and permitted assigns) any rights, remedies, obligations or liabilities. Nothing in this Agreement shall be construed as creating an employment relationship between the Division and City/County; the Parties remain separate contracting entities.

8. GOVERNING LAW. The parties agree that the laws of the State of Idaho shall apply to any dispute arising out of this Agreement and the venue of any action brought by any party to this Agreement shall be the Fourth District Court in and for the County of Ada.

9. TERMINATION. This Agreement may be terminated for material breach by any of the parties, upon 21 days written notice to the other party setting forth the nature of the breach, unless the breach is cured within such 21-day period. This Agreement may be terminated without cause by either party upon 60 days written notice. Upon the termination of this Agreement, neither party shall be released or discharged from any obligation, debt, or liability which previously accrued and remains to be performed on the date of termination.

10. NOTICES. Any notice given in connection with this Agreement shall be provided in writing and via email or certified mail. Either party may change its address by giving notice of the change in accordance with this section. The Division's contact for notices is Sam Zahorka, Building Program Manager, sam.zahorka@dopl.idaho.gov. The City/County's contact for notices is _____

11. FORCE MAJEURE. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting from Acts of God, civil or military authority, pandemics, acts of war, riots, or insurrections.

12. NO PENALTY. The Parties are governmental entities and this Agreement shall in no way bind or obligate the Division, State of Idaho, or City/County beyond the terms of any particular appropriation of funds by the state legislature or City/County Council, as may exist from time to time. The Division and City/County each reserve the right to terminate the Agreement if, in its sole judgment, the Idaho Legislature or City/County Council, respectively, fails to appropriate sufficient funds as may be required for the Division or City/County, respectively, to continue its performance of the Agreement. Any such termination shall take effect upon ten (10) days' prior notice to the other party.

13. RESERVATION OF RIGHTS. Except as otherwise expressly provided in this Agreement, each Party reserves all rights, powers, and remedies now or hereafter existing in law or in equity, by statute, treaty, or otherwise.

14. ENTIRE AGREEMENT, AMENDMENTS, AND WAIVER. This Agreement is a complete and exclusive statement of the agreement between the parties. This Agreement supersedes all prior proposals and understandings, oral or written, and may be amended only by a written document executed by both parties. This Agreement may not be subcontracted or assigned without written consent by both parties. Failure by either party to enforce any provision of this Agreement is not a waiver of that provision or of any other provision of this Agreement. This Agreement may be executed in counterparts.

Each person signing this Agreement represents and warrants that he is duly authorized and has legal capacity to execute this Agreement.

City/County of _____

By: _____

City/County Official

Date:_____

Idaho Division of Occupational and Professional Licenses

By: _____

Russell S. Barron
Administrator

Date: _____

TABLE 1.1 – 2024 CONTRACT BUILDING PERMIT FEES	
Total Valuation	**Fee**
$1 to $500	$21.15
$501 to $2000	$21.15 for the first $500 plus $2.75 for each additional $100, or fraction thereof, to and including $2000
$2001 to $25,000	$62.33 for the first $2000 plus $12.60 for each additional $1000, or fraction thereof, to and including $25,000
$25001 to $50,000	$352.58 for the first $25,000 plus $9.09 for each additional $1000, or fraction thereof, to and including $50,000
$50,001 to $100,000	$579.38 for the first $50,000 plus $6.30 for each additional $1000, or fraction thereof, to and including $100,000
$100,001 to $500,000	$894.38 for the first $100,000 plus $5.04 for each additional $1000, or fraction thereof, to and including $500,000
$500,001 to $1,000,000	$2910.38 for the first $500,000 plus $4.28 for each additional $1000, or fraction thereof, to and including $1,000,000
$1,000,001 to $5,000,000	$5047.88 for the first $1,000,000 plus $3.29 for each additional $1000, or fraction thereof, to and including $5,000,000
$5,000,001 to $10,000,000	$18,187.88 for the first $5,000,000 plus $2.48 for each additional $1000, or fraction thereof, to and including $10,000,000
$10,000,001 and up	$30,562.88 for the first $10,000,000 plus $1.80 for each additional $1000, or fraction thereof

SAFEbuilt®

BELLEVUE IDAHO SERVICES PROPOSAL

10/15/24

SAFEbuilt History

- SAFEbuilt started in Colorado 31 years ago in Northern Colorado
- SAFEbuilt's business model was built on helping rural isolated communities in their building departments by spreading services over multiple jurisdictions
- SAFEbuilt is currently working with Ketchum ID and Carey ID in the Wood River Valley

SAFEbuilt®

Plan Review Services

Deliverables			
Provide pre-submittal meetings to applicants by appointment			
Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents			
Project Type:	First Comments	Second Comments	
✓ Residential within	7 business days	7 business days or less	
✓ Mult-family within	10 business days	10 business days	
✓ Tenant Improvements within	10 business days	10 business days or less	
✓ Small commercial within (up to $2M in valuation)	15 business days	10 business days or less	
✓ Commercial within ($2M+ to $5M in valuation)	15 business days	15 business days or less	
✓ Commercial within ($5M+ in valuation)	20 business days	20 business days	
Stand-alone (mechanical)	5 business days	5 business days	

Plan Review Team & Others

- Amber Green – Plan Review Manager 19 years of experience
- Lou Tyler – Plan Reviewer 30 years of experience
- Andrew Frame – Plan Reviewer 28 years of experience
- Thaddeus Mack – Plan Reviewer 21 years of experience
- Alan Chambers – Idaho Operations/Building Official 30 years of experience
- Eric Adams – Building Official 20 years of experience

- ICC/State Certified Building Staff
- Licensed Engineers
- Cross-Disciplined & Specialty Trades
- Service-Level Guarantees

Your Benefits

- ✓ Stabilized Operations
- ✓ Improved Processes
- ✓ Reduced Costs

Building Department Services

- Local Building Official Services
- Inspections - Scheduled per city's needs and requirements
- Hands on Inspections with open communication between the City and Contractors
  - Remote Services available for smaller projects like mechanical and limited re-inspections.

Service Costs

Service Fee Schedule:	
Inspection Services • Building, Energy Code, Mechanical (Excludes plumbing & electrical)	$115.00 per hour- one (1) hour minimum**
Plan Review Services – Residential & Commercial: • Initial plan review • Up-to two (2) re-reviews • Building, Energy Code, Mechanical (Excludes plumbing & electrical)	Plan review 60% of city plan review fee with initial review and 2 re-reviews. Then rate is $115 per hr. w/ 1 hr. min. and also same hourly rate for changes to previously approved or issued plans.
Additional Plan Review Fee – Residential & Commercial: • After initial review & two (2) re-reviews • Other Building Plan Reviews not listed or changes to previously approved plans. • Stand-alone mechanical • Meetings of plans examiner outside of plan review % of fee plan review work.	$115.00 per hour – one (1) hour minimum
Structural Engineering Plan Review	$165.00 per hour – one (1) hour minimum
Building Official Services	$145.00 per hour- one (1) hour minimum
After Hours/Emergency Inspection Services	$135.00 per hour – two (2) hour minimum
**Hourly inspection time tracked will include roundtrip travel time as outlined: Time will begin from Consultant's location to Municipality or first inspection site up to 1 hour away. Total time tracked will end when the inspector completes the last scheduled inspection and leaves Municipality or last inspection to include travel time to return to Consultant's location up to 1 hour away. Time tracked will also include travel time between inspection sites and all administrative work related to inspection support or reporting.	

SAFEbuilt®

Software Solutions

Permitting

From simplifying permit applications to easily managing all of the activity through completion, our permitting tools will save you and your community time and aggravation.

Building Inspections

Inspections don't happen in the office so why should you have to manage them there? Take the tools you need on the road with you and get the work done, whether you have internet access or not.

Community Portal

Keep your community engaged, happy, and out of your office with quick online access to everything they need to apply for and track permits, upload plans, pay fees, and much more.

Code Compliance

Complete code violation inspections anywhere through the mobile app and easily see all activity on any specific property.

Contractor and Business Licensing

Make your licensing easier on everyone with better ways to manage every aspect of the process, including the requirements of each license type and simple online renewal.

Plan Review

Easily upload plan reviews, keeping your permitting on track and your processes humming.

SAFEbuilt®

Final Thoughts

- Services can start a soon as the contract is executed
- Onboarding with SAFEbuilt staff promotes a smooth transition from services currently being provided by DOPL.
- SAFEbuilt staff expertise will ensure collaboration with local contractors and provide a more local building department presence.

City of Bellevue

City of Bellevue
Regular Common Council Meeting
October 15, 2024

Agenda Item 7: Work Session discussion regarding Blue Cross Community Health Academy Grant Money project Options: Chris Johnson, Mayor, Shelly Shoemaker, Treasurer

Action Item: No, discussion only.

Note:

Attachment(s): None

City of Bellevue

City of Bellevue
Regular Common Council Meeting
October 15, 2024

Agenda Item 8: EXECUTIVE SESSION: PURSUANT TO IDAHO CODE §74-206(1)(A): For the Purpose of Considering Hiring a Public Officer, Employee, Staff Member or Individual Agent, Wherein the Respective Qualities of Individuals are to be Evaluated in Order to Fill a Particular Vacancy or Need

Action Item: Chris Johnson, Mayor

Note:
Attachment(s): None

City of Bellevue

City of Bellevue
Regular Common Council Meeting
October 15, 2024

Agenda Item 9a: Consideration and approval of Resolution No. 2392, Appointing Amy Phelps to Serve as Bellevue City Clerk; Providing for an Effective Date.

Action Item: Chris Johnson, Mayor

Suggested Motion: *Move to approve Resolution No. 2392,* Appointing Amy Phelps to Serve as Bellevue City Clerk; Providing for an Effective Date.

Note:

Attachment(s): Resolution No. 2392

CITY OF BELLEVUE, IDAHO

RESOLUTION NO. 2392

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF BELLEVUE, IDAHO, APPOINTING AMY PHELPS TO SERVE AS CITY CLERK AND PROVIDING FOR AN EFFECTIVE DATE.

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

Pursuant to Chapter 2 of Title 50 of Idaho State Statute, the Mayor shall appoint a City Clerk with the consent of the Common Council; and

Amy Phelps has been asked to fill the position of City Clerk and is prepared to assume the responsibility as City Clerk; and

They Mayor desires to appoint Amy Phelps to the position of City Clerk with all the rights and privileges of the Office.

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

That Amy Phelps is appointed to serve as City Clerk.

PASSED by the Bellevue Common Council and Signed by Chris Johnson, Mayor on this 15th day of October, 2024

By:

_____

Chris Johnson, Mayor

Attest:

_____

Interim Clerk

CITY OF BELLEVUE, IDAHO
RESOLUTION NO. 2393

A RESOLUTION OF THE CITY OF BELLEVUE, IDAHO,
AUTHORIZING THE MAYOR, TO EXECUTE A CONTRACT
WITH FREDRICK ALLINGTON FOR PROSECUTION SERVICES

Idaho Code §50-208 requires that the city attorney, his/her deputies or contract counsel of any municipality shall prosecute those violations of county or city ordinances, state traffic infractions and state misdemeanors committed within the municipal limits; and

The City of Bellevue, Idaho, ("City") desires to enter a contract for legal services for the prosecution of state traffic infractions and state misdemeanors ("Services"); and

The City believes it is in the best interest of the city and its residents to enter into a contract for said Services.

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

The City of Bellevue, Idaho, shall enter into a contract with Frederick Allington for the Prosecution of state traffic infractions and state misdemeanors for a term of one (1) year beginning October 1, 2024, and ending September 30, 2025. Compensation shall be $22,248.00 per year payable in twelve (12) monthly installments of $1,854.00 per month due on the first day of each month.

The Mayor is authorized to execute the annual contract for Prosecution of City Misdemeanors on behalf of the city in an amount not to exceed $22,248.00 on behalf of said City.

PASSED by the Bellevue Common Council and signed by the Mayor this _____ day of October 2024.

_____
Chris Johnson, Mayor

ATTEST:

_____
City Clerk

AGREEMENT FOR PROSECUTION OF CITY MISDEMEANORS

AGREEMENT made this _____ day of October 2024, between FREDERICK C. ALLINGTON, ESQ., hereinafter referred to as "Attorney", and THE CITY OF BELLEVUE, IDAHO, (collectively hereinafter referred to as "City");

WITNESSETH

WHEREAS, Idaho Code §50-208 requires that the city attorney, his/her deputies or contract counsel of any municipality shall prosecute those violations of county or city ordinances, state traffic infractions and state misdemeanors committed within the municipal limits; and

WHEREAS, Idaho Code §§50-208 and 50-301 allows any city to contract for alternative additional counsel when deemed advisable; and

WHEREAS, THE City desires to contract with Attorney to prosecute those violations of county or city ordinances, state traffic infractions and state misdemeanors committed within the municipal limits of the City when arresting or charging officer is an employee of the City; and

WHEREAS, Attorney desires to contract with the City to accept the duty and receive the authority to prosecute those violations of county or city ordinances, state traffic infractions and state misdemeanors committed within the municipal limits of the City when the arresting or charging officer is an employee of the City; and

WHEREAS, The City deems the expenses corresponding to the services provided by Attorney as ordinary and necessary pursuant to Art. VIII, §3 of the Constitution of the State of Idaho; and

NOW, THEREFORE, in consideration of the foregoing and the City's payment to the Attorney of compensation hereinafter provided, the parties hereby agree as follows:

1. **PERFORMANCE OF SERVICES**.

   A. Attorney will prosecute all misdemeanor crimes, traffic offenses, and ordinance violations occurring within the city limits for which an arrest is made or a citation issued by an officer of City and appeals thereof from Magistrate to District Court.

   B. In addition, Attorney agrees to provide the City with the following specific services:

      (1) Render legal advice, when requested, to the City's police departments and police officers on a 24 hour per day seven (7) days per week basis (insofar as

is possible) regarding all police maters relating to criminal law and criminal procedure; and

(2) Office consultation with City's police officers concerning the filing of charges; and

(3) Draft all complaints, arrest and search warrants, and summonses relating to criminal charges; and

(4) Prepare for and conduct all probable cause hearings in cases related to criminal charges; and

(5) Draft affidavits in support of search warrants and arrest warrants; and arrange, prepare for and conduct all hearings necessary to obtain said warrants; and

(6) Prepare for and conduct all hearings or motions scheduled for a hearing in any case within the scope of this Agreement, and any appeal thereof from magistrate to district court. Such hearings include but are not limited to, arraignments, bond hearings, motions to suppress and sentencing hearings; and

(7) Prepare and conduct all trials in any case within the scope of this Agreement, whether such trial shall be by bench or by jury, and any appeal thereof; and

(8) Meet with City staff on a monthly basis or as needed to discuss the progress of City Ordinance prosecutions; and

(8) Keep informed of new developments in criminal law and criminal procedure.

C. The inclusion of any services by specific reference in this Agreement is not intended as an exclusion of other services necessary and proper to the fulfillment of this Agreement.

D. The Attorney agrees that all services provided pursuant to Section 1 of this Agreement shall be in accordance with the Idaho State Bar Association's Rules of Professional Responsibility.

2. **TIME OF PERFORMANCE AND TERMINATION**. This Agreement shall be in full force and effect from the 1st day of October, 2024 through the 30th day of September, 2025.

3. **COMPENSATION**

A. Compensation per month of EIGHTEEN HUNDRED DOLLARS ($1,854.00) per month will be paid to Attorney as consideration for providing the services necessary to the fulfillment of this Agreement from October 1, 2024 through September 30, 2025.

B. Attorney agrees that the compensation fixed in paragraph 3A above shall constitute the total amount of compensation to be awarded under the terms of this Agreement with payment due on the **first day of each and every month** commencing on October 1, 2024.

C. Compensation to all other persons, entities and organizations for services and materials necessary to the fulfillment of the terms of this Agreement, including professional liability insurance, shall be the sole responsibility and obligation of Attorney; Attorney shall have the discretion to hire or retain such clerical, administrative, paralegal or legal help as may be necessary to the fulfillment of the terms of this Agreement.

4. **INDEPENDENT CONTRACTOR STATUS**. Attorney is retained only for the purposes and to the extent set forth in this Agreement. The parties to this Agreement intend that the relationship of the City to the Attorney shall be that of an independent contractor. As such, the Attorney shall not be entitled to any benefits which the City may provide to their respective employees, including, but not limited to, unemployment compensation, medical insurance or similar benefits. Nothing herein shall be construed to constitute an intent to form a partnership, employment, joint venture or other relationship except as acknowledged herein by the parties, The parties shall, at all times, take all necessary actions to maintain such relationship, including, but not limited to, the filing of necessary tax documents consistent herewith.

5. **COSTS OF PROSECUTION**. City are responsible to pay directly any and all costs of prosecution of their respective cases which include, but are not limited to, witness fees, travel costs and transcript costs. For costs of prosecution in excess of ONE HUNDRED and no/100 Dollars ($100.00), the Attorney will review the merits of the case and reasons for the costs with the Chief of Police for the City who, in turn, has full discretion to authorize payment of the projected costs of prosecution.

6. **CONFLICT OF INTEREST**.

A. To the extent that a conflict of interest arises due to a criminal defendant's employment position, the city where the alleged offense occurred, with the assistance of Attorney, shall arrange and pay for the prosecution. Such criminal defendants shall

include, but are not limited to, elected and appointed city officials, law enforcement personnel, Blaine County Prosecuting and Deputy Prosecuting Attorneys. Attorney shall make a good faith effort to arrange for a conflict prosecutor at no charge.

B. To the extent that a conflict of interest arises due to a criminal defendant's position as a practicing attorney whom Attorney has significant contact with as opposing counsel, the Attorney shall make a good faith effort to arrange for a conflict attorney to prosecute the case without charge. If Attorney cannot arrange for such a conflict attorney, then the city where the alleged offense was committed shall arrange and pay for the cost of prosecution.

C. To the extent that a conflict of interest arises that is not addressed in Subsections 6A or 6B, Attorney shall arrange and pay for the cost of prosecution.

7. **DISCRETION**. Attorney shall have ultimate discretion in all charging decisions, plea agreements and dispositions of cases prosecuted on behalf of City, but will fully consider the requests and input of the chiefs of police of City with regard to particular cases or class of cases.

8. **COMPLIANCE WITH LAWS**. The Attorney agrees to comply with all federal, state, City and local laws, rules and regulations.

9. **TERMINATION OF AGREEMENT**.

A. The parties agree that City may terminate this Agreement upon sixty (60) days prior written notice upon:

(1) A finding by the a majority of the City, after considering the Attorney's response, that the Attorney has not consistently performed his duties under the terms of this Agreement or has violated the provisions of this Agreement. The City' notice shall set forth the facts upon which a violation is based. Attorney shall be entitled to respond to the City within thirty (30) days of receiving said notice.

(2) The event that for any upcoming fiscal year during the term of this Agreement, the City does not appropriate funds for the prosecution of criminal violations under the terms of this Agreement.

B. The City may terminate this Agreement immediately upon Attorney's:

(1) Conviction by a court of competent jurisdiction of a crime involving moral turpitude, which shall include but not be limited to, driving under the influence of alcohol, theft and physical or sexual abuse; or

(2) Disbarment or suspension of Attorney's license to practice law in the State of Idaho.

C. In the event that the City shall terminate this Agreement pursuant to Subsections 9A and 9B above, then Attorney shall not be entitled to any further compensation from the City.

10. **AMENDMENTS/ASSIGNMENT.** This Agreement may only be changed, modified, amended or assigned upon the written consent of all the parties.

11. **HEADINGS**. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provisions hereof.

12 **SEVERABILITY**. Every provision of this Agreement is intended to be severable. If any term or provision hereof is deemed invalid or unenforceable by a court of competent jurisdiction, such decision or decisions shall not affect the validity of the remaining portions hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.

13. **ATTORNEYS' FEES AND COSTS**. Should any action be brought to interpret or enforce any provision hereof, or for damages for breach hereof, the prevailing party shall be entitled to such reasonable attorneys' fees and costs, as may be determined by any court of competent jurisdiction wherein such action is brought, including attorneys' fees and costs on appeal.

14. **BINDING AGREEMENT**. This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereof.

15. **ENTIRE AGREEMENT**. This Agreement shall constitute the entire agreement of the parties and is the sum total of the agreements and understandings of the parties hereto, and supersedes and replaces any other written or oral agreements or understandings.

16. **INTERPRETATION**. This Agreement shall be liberally construed in accordance with the general purposes of this Agreement and the laws of the State of Idaho.

17. **NO PRESUMPTION**. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.

18. **EXECUTION**. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all together shall constitute one and the same instrument.

19. **ACCEPTANCE**. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

20. **AUTHORITY**. Each City hereby represents and acknowledges that the execution of this Agreement has been duly authorized and approved by each City herein.

21. **INDEMNIFICATION**. From and after the commencement of this Agreement, Attorney hereby agrees to hold the City harmless and indemnify the City from any claims arising or resulting from the Attorney's handling of the prosecution of any matter pursuant to this Agreement. This provision is intended to cover all aspects of the Attorney's involvement in a prosecution, including all decisions or conduct prior to charging a defendant as well as thereafter. The term "claims" as used herein shall mean and include any and all liabilities, damages injuries, losses, causes of action, judgments, rights or demands of every kind, asserted or which may be asserted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ATTORNEY:	CITY OF BELLEVUE, IDAHO
_____	By_____
Frederick C. Allington	Chris Johnson, Mayor