

**REGULAR MEETING
AMENDED AGENDA
Bellevue Common Council
Monday, August 28, 2023
5:30 PM MST
Bellevue City Hall, 115 E Pine St, Bellevue**

Join Zoom Meeting
<https://us02web.zoom.us/j/83724619120?pwd=V25FWWJNWTE1aFlKNEJza0FjZWpnUT09>

Meeting ID: 837 2461 9120

Passcode: 972130

One tap mobile

+13462487799,,83724619120#,,,,*972130# US

+16694449171,,83724619120#,,,,*972130# US

Please Mute Your Call

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

Finding That Notice and Agenda Items are in Compliance with Idaho Code §74-204.

The regular meeting notice and agenda were posted in accordance with Idaho Code §74-204 five (5) days prior to the meeting, at the Bellevue Post Office, on the bulletin board of City Hall and on the City's website on August 23, 2023.

Suggested Motion: I move that the notice for the August 28, 2023, regular meeting was done in accordance with Idaho Code, Section §74-204.

1. **Call for Conflict as Outlined in Idaho Code §74-404 with Any Agenda Item**
2. **NEW BUSINESS:**
 - a. **Council Discussion and Decision on the Appointment of a Replacement for Mayor Goldman with Term Expiring January 2024: ACTION ITEM**
 - b. **Swearing in Ceremony- Appointed Mayor: Maria Palomera, Interim City Clerk**
3. **EXECUTIVE SESSION**
 - a. **PERSONNEL MATTER, 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**
 - b. **ACQUIRING AN INTEREST IN REAL PROPERTY NOT OWNED BY CITY, PURSUANT TO IDAHO CODE 74-206 (1)(c) ACTION ITEM**
4. **Presentations**
 - a. **Certificate of Promotion to M. Shelamer: Chief Marshal Kurtus Gaston**
5. **Public Comment for Items of Concern Not on the Agenda**
6. **OLD BUSINESS:**
 - a. **Consideration and Approval of Strahorn Slaughterhouse Parking Area Plant Material Replacement: Continued from August 14, 2023, Council Meeting: ACTION ITEM**

7. CONSENT AGENDA: ACTION ITEM

- a. City Council Meeting Minutes
 - i. August 14, 2023, Regular City Council Meeting
- b. Claims from August 15, 2023, to August 28, 2023
- c. Consideration and Approval of Resolution 23-15 Authorizing the Mayor to Sign Amendment No. 2 to the City's Agreement with Athenian Partners LLC for Administrative Management and Advisory Services
- d. Consideration and Approval of Resolution 23-16 Authorizing the Mayor to Sign an Engineering Task Order Contract with Great West Engineering in an amount not-to-exceed \$11,750 for a Citywide Speed Survey.
- e. Consideration and Approval of Resolution 23-17 Authorizing the Mayor to Sign an Agreement Extending the Joint Powers Agreement Forming the Mountain Rides Transportation Authority.
- f. Consideration and Approval of Resolution 23-18 Authorizing the Mayor to Sign a Contract for Public Transportation Services with Mountain Rides Transportation Authority for Fiscal Year 2024.

8. PUBLIC HEARING

- a. Public Hearing to Consider a 12-month extension for the Approved Preliminary Plat Application Submitted by Errin Bliss of Bliss Architecture on behalf of M&M Powersports LLC. Ashley Dyer, Senior Planner; ACTION ITEM

9. Adjournment: ACTION ITEM

***Any person needing special accommodations to participate in the above noticed meeting should contact Bellevue City Hall, 115 Pine St., Bellevue, 83313 or telephone 788-2128 at least twenty-four (24) hours prior to the meeting.

ITEM #7a

Bellevue Common Council
Bellevue City Hall, 115 E Pine St, Bellevue
Monday, August 14, 2023
Regular Meeting Minutes

Call to Order:

Mayor Goldman called the Regular Meeting to order at 5:30 p.m. A roll call attendance was conducted, and Council members present were Christina Giordani, Chris Johnson, Doug Brown, Robin Leahy, Shaun Mahoney, and John Carreiro. For the record, Council President Brown, Alderman Johnson, Alderman Carreiro, Alderwoman Leahy, Alderman Mahoney, Alderwoman Giordani, and were physically present in the official meeting location of the Council Chambers of City Hall. A quorum was present for the entire meeting. Staff present were Casey McGehee, PW Operator II, Greg Beaver Fire Chief, Bryson Ellsworth and Tater Vaughn, Water & Wastewater Operator, Jasmine Griffin, Interim City Treasurer. Rick Allington, City Attorney, Mynde Heil, Marshall, Kristen Gearhart, Library Director

Notice and Hearing Compliance:

The posting of this regular meeting agenda complied with Idaho Code 74-204. The regular meeting agenda was posted five (5) days prior to the meeting at the Bellevue Post Office, the bulletin board outside of City Hall and on the City website on August 9, 2023. Brown motioned that the notice agenda was in compliance with Idaho Code §74-204. Johnson seconded. All in favor. The motion passed 6-0.

1. Call for Conflict as outlined in Idaho Code §59-703 (f)-704 With Any Agenda Item. Goldman called for conflict from any Council member or staff member with any agenda items. No conflicts were noted.

Mayor Goldman requested the three Public Hearing items be moved forward to just after Call for Conflict, be renumbered as item #2 and move public comments to the end of the agenda. Brown motioned to move the Public Hearing portion after item #1 then continue with the agenda with public comments at the end. Johnson seconded. All in favor. The motion passed 6-0.

2. PUBLIC HEARING:

a. **Consideration of Ordinance #23-06, an Ordinance of the City of Bellevue, Idaho Approving a City-Initiated Text Amendment to Title 1 Administration, §6-1 Mayor and Common Council Compensation Increasing the Mayor's Annual Salary to \$12,000 and Increasing Each Member of the Common Council's Annual Salary to \$3,000.** Kathryn Goldman, Mayor and Rick Allington, City Attorney. Goldman stated this item was brought forward because the publication requirement deadline is approaching quickly for the issue to be on the November 2023 election. There was discussion to approve the Ordinance and leave the option to the Council in the future to implement the compensation increase. Griffin stated the council compensation increase is included in the budget as presented and

Council can decide later whether to implement in FY 2024 or 2025. The following residents stated their general support of an increase in Council salary: Tom Berry, Suzanne Reed, and Jim Williams.

Brown motioned to suspend the reading of Ordinance #23-06 on three (3) different days and have the title of the proposed ordinance read once under Idaho Code §50-902 prior to adoption. Brown seconded. Roll call vote results: Carreiro–yes, Giordani–yes, Johnson–yes, Mahoney–yes, Leahy–yes, Brown–yes. Motion passed 6-0. Johnson read the title of the Ordinance for the record:

ORDINANCE #2023-06

AN ORDINANCE OF THE CITY OF BELLEVUE, IDAHO, AMENDING BELLEVUE’S CITY CODE BY AMENDING TITLE 1 ADMINISTRATION, CHAPTER 6, MAYOR AND COMMON COUNCIL COMPENSATION, INCLUDES A SEVERABILITY CLAUSE, A REPEALER CLAUSE; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE UPON PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW

Johnson made a motion to APPROVE Ordinance #2023-06 as presented in the staff report, amending Title 1, Administration, §6-1 Mayor and Common Council compensation with Mayor’s annual salary \$12,000 and Common Council at \$3,000 annually. Carreiro seconded. Roll call vote results: Leahy–yes, Mahoney–yes, Carreiro–yes, Brown–yes, Giordani–yes, Johnson–yes. Motion passed 6-0.

- b. **Consideration of Ordinance #23-05, an Ordinance Entitled Annual Appropriations for the Fiscal Year Commencing on the First Day of October 2023, and Ending on September 30, 2024, Appropriating \$4,759,738 to Pay the Expenses of the City of Bellevue, Blaine County, Idaho, Specifying the Objects and Purposes for Which Said Appropriation is Made:** Kathryn Goldman, Mayor and Jasmine Griffin, Interim City Treasurer. The following residents commented on the budget and especially the value provided to community by the library: Ms. Kennedy, Patty Gilman, Crystal Oliphant, Frank Suwanrit, written comment by Randy Egers read by John Kurtz, John & Leanne Kurtz, Jim & Oliva Williams, Suzanne Reed, Ned Burns, Candance Reed, Kat Thorp, Jenny Davidson, Barbara Patterson, and Diane Shay. The council reviewed each department’s budget.

Johnson motioned to suspend the reading of Ordinance #23-05 on three (3) different days and have the title of the proposed ordinance read once under Idaho Code §50-902 prior to adoption. Carreiro seconded. Roll call vote results: Mahoney–yes, Brown–yes, Leahy–yes, Carreiro–yes, Johnson–yes, Giordani–yes. Motion passed 6-0. Grandys read the title of the Ordinance for the record:

ORDINANCE #2023-05

AN ORDINANCE OF THE CITY OF BELLEVUE, IDAHO, ANNUAL APPROPRIATIONS FOR FISCAL YEAR COMMENCING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024, APPROPRIATING \$4,759,738 TO PAY EXPENSES OF THE CITY OF BELLEVUE, BLAINE COUNTY IDAHO, SPECIFYING THE OBJECTS AND PURPOSES OF WHICH SAID APPROPRIATION IS MADE

Johnson motioned to APPROVE Ordinance #2023-05 Annual Appropriations for Fiscal

Year Commencing October 1, 2023 and ending September 30, 2024, appropriating \$4,759,738 to pay the expenses of the City. Carreiro seconded. Roll call vote results: Brown–yes, Leahy–yes, Giordani–yes, Johnson–yes, Carreiro–yes, Mahoney–yes. Motion passed 6-0.

- c. **Consideration of a Lot Line Adjustment Application Submitted by Barbara Patterson for the Properties Located at 601 and 613 N. 6th Street, in Bellevue Idaho. The Current Legal Description is Lots 11 & 12 Blk 67 and Lots 8, 9 & 10, Blk 67 Bellevue Townsite. The Applicant is Proposing to Readjust the Current Interior Lot Lines Between the Lots, Creating Proposed Lot 8A and Proposed Lot 10A. The Proposed Adjustment Will Not Create Additional Lots:** Kathryn Goldman, Mayor and Ashley Dyer, Senior Planner.

Giordani motioned to APPROVE the application submitted by Barbara Patterson for a Lot Line Adjustment for the properties located at 601 and 613 N. 6th Street, Bellevue Idaho, proposed Lots 8A and 10A, Block 67, finding the application meets the criteria set forth in the Bellevue City Code, Title 11-6. Johnson seconded. Roll call vote results: Johnson–yes, Carreiro–yes, Mahoney–yes, Giordani–yes, Brown–yes, Leahy–yes. Motion passed 6-0.

4. **OLD BUSINESS:**

a. **Consideration and Approval of Strahorn Slaughterhouse Parking Area Plant Material Replacement:** Kathryn Goldman, Mayor. Continued to August 28, 2023 City Council meeting. Johnson made the motion to CONTINUE the Strahorn Slaughterhouse Parking Area Plant Material Replacement item to August 28, 2023 Council meeting. Brown seconded. Roll call vote results: Giordani–yes, Johnson–yes, Brown–yes, Leahy–yes, Mahoney–yes, Carreiro–yes. Motion passed 6-0.

5. **CONSENT AGENDA:**

- a. City Council Meeting Minutes
- i. July 19, 2023 Special City Council Meeting
 - ii. July 24, 2023 Regular City Council Meeting
 - iii. August 2, 2023 Special City Council Meeting
- b. Claims from July 25, 2023 to August 14, 2023.
- c. Request for Funds: Coastline Equipment in the Amount of \$6,675 for Pallet Forks for Wheel Loader: Kathryn Goldman, Mayor. **Removed from the Council agenda.**
- d. Department Reports

Brown motioned to APPROVE AS AMENDED the consent calendar. Giordani seconded. Roll call vote results: Leahy–yes, Mahoney–yes, Carreiro–yes, Brown–yes, Giordani–yes, Johnson–yes. Motion passed 6-0.

WORK SESSION:

6. Discussion of Muldoon Canyon Road Restoration Options.

Goldman stated there is no proper drainage on the road and it causes problems every year. McGehee outlined options for Council to consider and the Council favored the

gravel option.

NEW BUSINESS:

7. **Consideration and Approval of Resolution No. 23-14 Approving an Engagement Letter with Hawley Troxell for Bond Counsel Services:** Kathryn Goldman, Mayor. Brown motioned to APPROVE Resolution No. 23-14 approving an engagement letter with Hawley Troxell for Bond Counsel services. Mahoney seconded. Roll call vote results: Carreiro–yes, Giordani–yes, Johnson–yes, Mahoney–yes, Leahy–yes, Brown–yes. Motion passed 6-0.
8. **Acceptance of the Resignation of Mayor Goldman Effective August 15, 2023:** Kathryn Goldman, Mayor. Johnson motioned to ACCEPT the resignation of Mayor Goldman effective August 15, 2023. Brown seconded. Roll call vote results: Brown–yes, Leahy–yes, Giordani–yes, Johnson–yes, Carreiro–yes, Mahoney–yes. Motion passed 6-0.
9. **Public Comment for Items of Concern Not on the Agenda that Match the Idaho State Transparent and Ethical Government Standards.** Diane Shay stated there was a fire by her subdivision around the 4th of July and the snow fencing around the little cabin needs to be addressed, and Spruce & Main Street bench does have an umbrella.
10. **EXECUTIVE SESSION ON A PERSONNEL MATTER, PURSUANT TO IDAHO CODE §74-206(b)** for the purpose of considering the evaluation, dismissal or discipline of, or to hear complaints or charges brought against a public officer, employee, staff member or individual agent.

Brown motioned to add this item and to enter Executive Session pursuant to Idaho-Code §74-206(b) to consider the evaluation, dismissal or discipline of, or to hear complaints or charges brought against a public officer, employee, staff member or individual agent. Giordani seconded. Roll call vote results: Mahoney–yes, Brown–yes, Leahy–yes, Carreiro–yes, Johnson–yes, Giordani–yes. Motion passed 6-0 and the Council entered Executive Session at 7:56 p.m. Brown motioned to leave Executive Session. Giordani seconded. All in favor. The motion passed and the Council returned to the regular meeting at 8:32 p.m.
11. **Adjournment.** Gio motioned to adjourn. Br seconded. All in favor and the meeting ended at 8:33 p.m.

Kathryn Goldman, Mayor

Maria Palomera, Interim City Clerk

City of Bellevue
CLAIMS PAYABLE

ITEM #7b

August 15 - 28, 2023

Name	Memo	Account	Debit
Dept. 01 - Admin			
Great America Financial Services	Standard Payment	51180 · Office Equipment Rental/Repair	393.63
Pitney Bowes Purchase Power	Postage Refill 8/17/23	52040 · Postage & Delivery	230.99
Costco Membership	Executive Business Membership Renewal	51080 · Dues & Memberships	120.00
Ketchum Computers	Ashley's pc not connecting to server	51060 · Computers/Software	165.00
Sterling Codifiers/American Legal	2023 S-6 Supplement Pages: Ords: 2023-01 through 2023-04	51060 · Computers/Software	462.00
Sterling Codifiers/American Legal	Shipping & Handling Fee	51060 · Computers/Software	19.65
		Total Admin	1,391.27
Dept 03- - Comm. Dev.			
Galena-Benchmark Engineering	Karl Malone Ford- easements on preliminary plat; building permit application	51073 · Contract Labor	40.00
Galena-Benchmark Engineering	Karl Malone Ford - review easements for const. drawings	51073 · Contract Labor	108.75
Galena-Benchmark Engineering	Karl Malone Ford - lot line adjustment/plat amendment	51073 · Contract Labor	80.00
Galena-Benchmark Engineering	Karl Malone Ford - construction drawings review, coordinante w/ Phoebe Johannessen	51073 · Contract Labor	80.00
Galena-Benchmark Engineering	Karl Malone Ford - meet w/ applicant, review const. drawings, review final plat	51073 · Contract Labor	181.25
Galena-Benchmark Engineering	Karl Malone Ford - plat amendment, easements status requirements	51073 · Contract Labor	240.00
Galena-Benchmark Engineering	Karl Malone Ford - plat amendment, plat approval expired & extension procedures	51073 · Contract Labor	80.00
Galena-Benchmark Engineering	Karl Malone Ford - final plat, engineer review & memo to planning dept.	51073 · Contract Labor	253.75
Galena-Benchmark Engineering	Karl Malone Ford - lot line adjustment, finalize review, start review of const. drawings	51073 · Contract Labor	360.00
Galena-Benchmark Engineering	Karl Malone Ford - review construction drawings	51073 · Contract Labor	320.00
Galena-Benchmark Engineering	Karl Malone Ford - admin support	51073 · Contract Labor	65.00
Galena-Benchmark Engineering	Strahorn - site inspection water & sewer, review submittals, const. mtg & ck. thrust blocks	51073 · Contract Labor	720.00
Galena-Benchmark Engineering	Strahorn - updates from contractor	51073 · Contract Labor	61.75
Galena-Benchmark Engineering	Strahorn - review const. observation reports	51073 · Contract Labor	40.00
Galena-Benchmark Engineering	Strahorn - site visitt,sewer issue, lateral lines not adjusted, review reports, download photos	51073 · Contract Labor	520.00
Galena-Benchmark Engineering	Strahorn - recheck sewer - call w/ Burks re: compaction testing	51073 · Contract Labor	280.00
Galena-Benchmark Engineering	Strahorn - sewer service bedding	51073 · Contract Labor	120.00
Galena-Benchmark Engineering	Strahorn - discussion re RFI's w/ project engineer	51073 · Contract Labor	80.00
Galena-Benchmark Engineering	Strahorn - RFI discussion w/ project engineer	51073 · Contract Labor	40.00
Galena-Benchmark Engineering	Strahorn - site visit - drywell backfilled, contractor GPS model off	51073 · Contract Labor	320.00
Galena-Benchmark Engineering	Strahorn - sewer emails & site project mtg	51073 · Contract Labor	280.00
Galena-Benchmark Engineering	Strahorn - site visit, sewer compaction	51073 · Contract Labor	200.00
Galena-Benchmark Engineering	Strahorn - sewer line testing	51073 · Contract Labor	1,280.00

City of Bellevue
CLAIMS PAYABLE

August 15 - 28, 2023

Name	Memo	Account	Debit
Galena-Benchmark Engineering	Strahorn - emails, finish sewer line testing	51073 · Contract Labor	280.00
Galena-Benchmark Engineering	Strahorn - RFI re: water service bedding	51073 · Contract Labor	40.00
Galena-Benchmark Engineering	Strahorn - review project reports, discuss compaction w/ Jeff L	51073 · Contract Labor	240.00
Galena-Benchmark Engineering	Strahorn - admin support	51073 · Contract Labor	65.00
Galena-Benchmark Engineering	Strahorn - DEQ issue	51073 · Contract Labor	120.00
Galena-Benchmark Engineering	Strahorn - work to resolve DEQ issue	51073 · Contract Labor	145.00
Galena-Benchmark Engineering	Strahorn - review letter and send to DEQ	51073 · Contract Labor	40.00
Galena-Benchmark Engineering	Strahorn - work to resolve DEQ issue	51073 · Contract Labor	145.00
Galena-Benchmark Engineering	Strahorn - DEQ issue	51073 · Contract Labor	240.00
Galena-Benchmark Engineering	Strahorn - DEQ approval	51073 · Contract Labor	40.00
Galena-Benchmark Engineering	General - land use support for Ashley	51073 · Contract Labor	72.50
Galena-Benchmark Engineering	General - community acknowledgement form memo & review	51073 · Contract Labor	145.00
Galena-Benchmark Engineering	General - support for Ashley for various application reviews	51073 · Contract Labor	72.50
Galena-Benchmark Engineering	General - admin support	51073 · Contract Labor	65.00
		Total Comm. Dev.	7,460.50
Dept. 04 - Parks			
Napa Akuto Parts	Credit - returned gasket material	52090 - Supplies	-31.41
Ranchers Supply	Wheelbarrow, per Casey	52080 · Small Tools & Equipment	139.99
		Total Parks	108.58
Dept 05 - Fire			
Airgas USA, LLC.	Equipment Maintenance & Repair - Gas Detector	51090 · Equipment Maintenance & Repairs	934.06
United Oil	Card #1840084 #4	51110 · Fuel	85.78
United Oil	Card #8859953#1	51110 · Fuel	58.61
National Hose Testing Specialities, Inc.	Annual Ladder & Hose Testing	51090 · Equipment Maintenance & Repairs	2,762.10
Ketchum Computers	Change static ip on router/reconfigure Greg's vpn connection	51060 · Computers/Software	206.25
		Total Fire	4,046.80
Dept 07 - Library			
Gearhart, Kristin	Reimbursement for books purchased @ Iconoclasts Books	55000 · Library New Books	37.41
		Total Library	37.41

City of Bellevue
CLAIMS PAYABLE

August 15 - 28, 2023

Name	Memo	Account	Debit
Dept. 08 - Marshal			
LN Curtis & Sons	Lg Shirts class A Uniforms	52130 · Uniforms	101.64
LN Curtis & Sons	36W pant Class A Uniforms	52130 · Uniforms	101.64
LN Curtis & Sons	Class B Medium shirt Uniforms	52130 · Uniforms	218.68
LN Curtis & Sons	Class B Lg shirt Uniforms	52130 · Uniforms	218.68
LN Curtis & Sons	Class B 32x31 pant Uniforms	52130 · Uniforms	128.36
LN Curtis & Sons	Class B 32x32 pant Uniforms	52130 · Uniforms	128.36
LN Curtis & Sons	Class B 36x34 Pant Uniforms	52130 · Uniforms	256.72
LN Curtis & Sons	Shipping of Uniforms	52130 · Uniforms	24.35
LN Curtis & Sons	Hardwire 68 Body Armor	56050 · Specialized Equipment	1,180.00
LN Curtis & Sons	V1 Esternal Carrier	56050 · Specialized Equipment	276.00
LN Curtis & Sons	4x8 Police Patch	56050 · Specialized Equipment	10.00
LN Curtis & Sons	Transportation	56050 · Specialized Equipment	17.44
United Oil	Card #263953/Gaston	51110 · Fuel	64.62
United Oil	Card #263954/Shelamer	51110 · Fuel	150.47
United Oil	Card #263955/Thayer	51110 · Fuel	262.10
United Oil	Card #263956/Rawson	51110 · Fuel	175.68
United Oil	Card #263957/Aguayo	51110 · Fuel	94.18
Copy & Print LLC	Dry Erase Marker	56050 · Specialized Equipment	3.00
Alvarado Enterprises,LLC dba Dick Yorks	Lube & Oil Service - PD3435	52150 · Vehicle Maint & Repair	29.50
Alvarado Enterprises,LLC dba Dick Yorks	Oil Filter	52150 · Vehicle Maint & Repair	17.76
Alvarado Enterprises,LLC dba Dick Yorks	Engine Oil	52150 · Vehicle Maint & Repair	32.70
Alvarado Enterprises,LLC dba Dick Yorks	Shop Supplies	52150 · Vehicle Maint & Repair	4.00
Alvarado Enterprises,LLC dba Dick Yorks	Alternator Drive Belt - Remove & Replace	52150 · Vehicle Maint & Repair	111.60
Alvarado Enterprises,LLC dba Dick Yorks	Belt	52150 · Vehicle Maint & Repair	25.65
Alvarado Enterprises,LLC dba Dick Yorks	Shop Supplies	52150 · Vehicle Maint & Repair	8.93
Alvarado Enterprises,LLC dba Dick Yorks	Labor to Install Siren Box - PD3435	52150 · Vehicle Maint & Repair	310.00
Alvarado Enterprises,LLC dba Dick Yorks	Shop Supplies	52150 · Vehicle Maint & Repair	24.80
Total Marshal			3,976.86

City of Bellevue
CLAIMS PAYABLE

August 15 - 28, 2023
Memo

Name	Memo	Account	Debit
Dept. 09 - B & G			
Gardner, Robert	September Rent - 109 Cedar	58190 · Real Property Lease Exp	125.00
LL Green's Hardware	Keys for Shop	51160 · Maintenance & Repairs	4.58
		Total B & G	129.58
Dept 10 - Streets			
United Oil	Fuel - Streets - Card #26139 - MCGehee	51110 · Fuel	105.02
United Oil	Fuel - Streets - Card #263960	51110 · Fuel	609.28
Napa Auto Parts	Ratchet Chain Binder	51090 · Equipment Maintenance & Repairs	78.49
Valley Wide Cooperative	Supplies - Gloves & Goggles for mowing, per Casey	52090 · Supplies	26.08
Ranchers Supply	Supplies - Tow Chains 20 ft., per Casey	52090 · Supplies	224.97
		Total Streets	1,043.84
Dept 20 - Water			
Clearwater Landscaping	Vault repair damage - 350 Tendoy - Rowe, approved by Casey	51160 · Maintenance & Repairs	182.47
Garrison, Shane	Water System Management - July	51073 · Contract Labor	2,890.00
Garrison, Shane	Hours outside of retainer - hour overage - 12 hrs. @ \$95.00 per hr.	51073 · Contract Labor	1,140.00
Silver Creek Supply	(5) Brass Fittings	52090 · Supplies	45.79
Valley Wide Cooperative	Hole Saw, Screws, Flanges	52090 · Supplies	50.54
Valley Wide Cooperative	Fittings for Water	52090 · Supplies	11.56
California Consulting, Inc.	Reso #2293 - Needs assessment on available grants & loans to fund water & sewer	51073 · Contract Labor	750.00
McHugh Bromley Attorneys at Law PLLC	Representation in delivery calls & other water rights work - 7/5/23 - 7/27/23	51070 · Conjunctive Management	1,512.50
McHugh Bromley Attorneys at Law PLLC	Moratorium Order Issue - split between Bellevue, Coalition, Wellsprings	51070 · Conjunctive Management	100.24
Mountain Waterworks, Inc.	Drinking Water Facility Plan - Basic Services 85.52% complete	58120 · Construction & Improvement	6,200.00
Napa Auto Parts	Hydraulic hose and oil for backhoe, per Casey	51090 · Equipment Maintenance & Repairs	133.71
Joe's Backhoe Service Inc	Topsoil for vault projects	52090 · Supplies	230.00
		Total Water	13,246.81

City of Bellevue
CLAIMS PAYABLE

August 15 - 28, 2023

Name	Memo	Account	Debit
Dept. 30 - Wastewater			
United Oil	Fuel Wastewater - Card #261554	51110 · Fuel	177.42
United Oil	Fuel - Wastewater - Card #263140	51110 · Fuel	57.93
Century Link	Internet Service - Wastewater Treatment Plant	52020 · Online Expense	153.40
Cradlepoint, Inc.	1 yr. Renewal NetCloud Mobile Essentials Plan	58240 · Scada Maintenance & Repairs	213.00
Cradlepoint, Inc.	1 yr. /Renewal NetCloud IoT Essentials Plan	58240 · Scada Maintenance & Repairs	588.00
Keller Associates, Inc.	Reuse Permit Support - Project Management - 75% Complete	58210 · Plant Upgrades	906.25
Keller Associates, Inc.	Reuse Permit Support - Permit Renewal Application - 80% Complete	58210 · Plant Upgrades	2,644.35
Valley Wide Cooperative	Fittings for Sewer Plant	52090 · Supplies	21.41
California Consulting, Inc.	Needs Assessment - available grants & loans to fund water & wastewater	51073 · Contract Labor	750.00
Wood River Drilling & Pump	Well Controller Replacement - 31 Alyson - Sewer Plant	51160 · Maintenance & Repairs	468.95
Galena-Benchmark Engineering	Chestnut St. Sewer Line - letter re: DEQ response	58120 · Construction & Improvement	40.00
Galena-Benchmark Engineering	Chestnut St. Sewer Line - review revised will serv letter, email from DEQ	58120 · Construction & Improvement	120.00
Galena-Benchmark Engineering	Chestnut St. Sewer Line - coordinate w/ Chuck Brockway, re DEQ follow-up approval	58120 · Construction & Improvement	200.00
Galena-Benchmark Engineering	Chestnut St. Sewer Line - review updated plan from Keller, re: latest findings from Keller	58120 · Construction & Improvement	240.00
Galena-Benchmark Engineering	Chestnut St. Sewer Line - review WWTP updates from Keller to advise Mayor	58120 · Construction & Improvement	108.75
Galena-Benchmark Engineering	Chestnut St. Sewer Line - re: Keller facility plan, no surcharging & remaining capacity	58120 · Construction & Improvement	160.00
Galena-Benchmark Engineering	Chestnut St. Sewer Line - email re: Keller revisions to Bellevue Sewer Facility Plan update	58120 · Construction & Improvement	40.00
Galena-Benchmark Engineering	Chestnut St. Sewer Line - admin support	58120 · Construction & Improvement	65.00
Clearwater Power Equipment LLC	Water Pump to assist w/ jetting collections lines in the City, per email from Tater	51160 · Maintenance & Repairs	185.20
Clearwater Power Equipment LLC	Trash pumps add chlorine to Lagoon C, per email from Tater	51160 · Maintenance & Repairs	541.65
Floyd Lilly Co.	Parts for Vac Truck, per email from Tater	51090 · Equipment Maintenance & Repairs	102.59
Floyd Lilly Co.	Parts for Vac Truck, per email from Tater	51090 · Equipment Maintenance & Repairs	38.11
Floyd Lilly Co.	Parts for Vac Truck, per email from Tater	51090 · Equipment Maintenance & Repairs	77.85
Floyd Lilly Co.	Parts for Vac Truck	51090 · Equipment Maintenance & Repairs	241.84
Total Wastewater			8,141.70
Grand Total - Claims Payable			39,583.35

CITY OF BELLEVUE, IDAHO

RESOLUTION NO. 23-15

RESOLUTION OF THE CITY OF BELLEVUE, IDAHO, APPROVING THE SECOND AMENDMENT TO THE CITY'S AGREEMENT WITH ATHENIAN PARTNERS LLC FOR ADMINISTRATIVE MANAGEMENT AND ADVISORY SERVICES

Whereas, the City of Bellevue (the "City") is authorized to enter into contracts for the performance of general municipal governance and services; and

Whereas, the City and Athenian Partners, LLC (the "Consultant") entered into an Agreement executed on September 7, 2022, for various municipal advisory services (the "Agreement"); and

Whereas, the Agreement had a six (6) month term expiring on February 28, 2023; and

Whereas, on February 27, 2023 the City Council approved the First Amendment to the Agreement modifying the Consultant's Scope of Work and extending the term for an additional six (6) months expiring September 1, 2023.

Whereas, Consultant's knowledge and experience of local government have been valuable in assisting the City with many different administrative and policy issues; and

Whereas, the Common Council desires to amend the Agreement by and through the approval of this Second Amendment in substantially the form attached hereto as Exhibit A; and

Whereas, the City Council desires to authorize the Mayor to execute the amendment on behalf of the City.

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

SECTION 1: Approves an amendment to the Agreement with the Consultant and authorizes the Mayor to execute the written amendment to the Agreement in substantially the form attached hereto as **Exhibit A**.

SECTION 2: Except for the minor amendments to the Agreement specifically authorized by this Resolution and authorized by Section 1 of this Resolution, the original terms and conditions of the Agreement shall remain in full force and effect for the remainder of the term, as extended herein.

SECTION 3: If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining issues of this Resolution.

PASSED by the Bellevue Common Council and signed by the Mayor on this 28th day of August 2023.

Mayor

ATTEST:

Interim City Clerk

EXHIBIT "A"

SECOND AMENDMENT TO AGREEMENT

WITH ATHENIAN PARTNERS, LLC

This Second Amendment to the Professional Services Agreement with Athenian Partners ("Second Amendment" or "Amended Agreement") is made and entered into this 28th day of August 2023, by and between the CITY OF BELLEVUE ("City") and Athenian Partners, LLC ("Consultant") and amends that certain Agreement (the "Agreement") dated September 7, 2022, between the same parties.

RECITALS

- A. On or about September 7, 2022, City and Consultant entered into an Agreement ("Agreement") pursuant to which the Consultant agreed to perform various municipal services ("Project").
- B. Whereas, the original Agreement was for a six (6) month period ending on February 28, 2023; and
- C. Whereas, on or about February 27, 2023, the City Council approved the First Amendment to the Agreement modifying the Consultant's Scope of Services and extending the term of the Agreement for six (6) months expiring September 1, 2023.
- D. Whereas, the Mayor has determined that the Consultant's experience in local government and knowledge of public policy and administrative practices are of considerable benefit to the City and would like to extend Consultant's term for three (3) months; and
- E. The Common Council desires to authorize an extension of the term of the Agreement commencing September 2, 2023, and ending December 4, 2023; and

AGREEMENT

NOW, THEREFORE, City and Consultant mutually agree to amend the Agreement as follows:

- 1. "Section 4. Term: The term of this Agreement is hereby extended for three (3) months commencing September 2, 2023, and expiring on December 4, 2023.
- 2. Except as expressly provided herein, all other terms and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto executed this First Amendment to be effective as of the Date first written above.

CITY OF BELLEVUE

By: _____

Mayor

ATTEST:

Interim City Clerk

APPROVED AS TO FORM:

ATHENIAN PARTNERS, LLC

City Attorney

Name:

Title:

CITY OF BELLEVUE, IDAHO

RESOLUTION NO. 23-16

RESOLUTION OF THE CITY OF BELLEVUE, IDAHO, AUTHORIZING THE MAYOR TO SIGN TASK ORDER AGREEMENT WITH GREAT WEST ENGINEERING IN AN AMOUNT NOT-TO-EXCEED \$11,750 FOR A CITYWIDE SPEED SURVEY

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

The City of Bellevue, Idaho, shall enter into Task Order Agreement with Great West Engineering to perform a citywide speed survey.

The engagement is not to exceed \$11,750 without further City Council approval.

The Mayor is hereby authorized to execute the same on behalf of said City.

PASSED by the Bellevue Common Council and signed by the Mayor this 28th day of August 2023.

Mayor

ATTEST:

Interim City Clerk



ENGINEERING TASK ORDER

Requestor: Troy Butzlaff

DATE: July 7, 2023

Services Needed:

- | | | |
|---|--|--|
| <input type="checkbox"/> Concept Plan | <input type="checkbox"/> Conceptual Opinion of Cost | <input checked="" type="checkbox"/> Traffic Study |
| <input type="checkbox"/> Topographic Survey | <input type="checkbox"/> Boundary Survey | <input type="checkbox"/> Drafting/Planning/Mapping |
| <input type="checkbox"/> GIS Services | <input type="checkbox"/> Easement/ROW Exhibits | <input type="checkbox"/> Construction Administration |
| <input type="checkbox"/> Civil Design | <input type="checkbox"/> Contract Docs for quote | <input type="checkbox"/> Materials Testing/Surveying/Staking |
| <input type="checkbox"/> Study / Report | <input type="checkbox"/> Grant Application Preparation | <input type="checkbox"/> Other (described below) |

GENERAL DESCRIPTION OF PROJECT: (1) Obtain speed data for all collector and arterial street segments throughout the City and any other additional street segment with a posted speed limit greater than 25 miles per hour; (2) Perform analysis of the speed data to determine the 85th percentile speed, pace speed, and average speed; (3) Review traffic collision data; (4) Review roadway conditions for conditions not readily apparent to the driver; (5) Review existing speed limits, compare with new traffic data and recommend any necessary changes to the existing speed limit; and (6) Provide report of finding and recommendations.

DATE PROJECT NEEDED BY: November 2023

To be completed by Engineering Firm

Firm Name: Great West Engineering

Primary Contact: Andrew Kimmel, PE

Contact's Email: akimmel@greatwesteng.com

Contact's Telephone: 208-899-1612

Please provide a one-page narrative response addressing the following areas:

- | |
|---|
| <p>1. PROJECT APPROACH</p> <p>2. USE OF SUB-CONSULTANTS</p> <p>3. POTENTIAL CONSTRAINTS/CHALLENGES</p> <p>4. SCHEDULE</p> <p>5. COST</p> |
|---|

APPROVALS

Firm Selected for Project: YES/NO

Department Head: _____

Date: _____

Proposed Project Cost: _____

Funds Available: YES/NO

MAYOR: _____

Date: _____



CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

This *Consultant Agreement for Professional Services* (“*Agreement*”) is entered into as of August 28, 2023 between Great West Engineering, Inc., located at 2501 Belt View, Helena, MT 59601 (“*Great West*”), and City of Bellevue, located at 115 E. Pine Street, Bellevue, Idaho 83313 (“*Client*”). The parties agree as follows:

- I. **Project.** Client desires to engage Great West to perform certain consulting, design, advisory, and/or surveying services for a Citywide Speed Survey (“*Project*”).

- II. **Scope of Services.** Great West shall perform the following services for the *Project* (“*Services*”):
 - Scope of Services. As described in the *Scope of Services* attached to this *Agreement* as *Exhibit “A”*.
 - Letter. As described in letter dated _____, 20__, attached to this *Agreement* as *Exhibit “A”*.
 - Other. As follows:

- III. **Payment.** Client shall pay Great West as compensation for the *Services* the following:
 - Lump Sum. A lump sum amount of \$ _____.
 - Time and Materials. At hourly rates according to the *Schedule of Billing Rates* attached to this *Agreement* as *Exhibit “B”*, plus expenses, for an estimated total amount of \$ _____.
 - Cost Plus Fee. Cost plus fixed fee or net fee according to attached *Exhibit “A”* for an estimated total amount of \$ 11,750.
 - Retainer. A retainer of \$ _____ is required prior to commencement of *Services*.
 - Other. As follows:

- IV. **Standard Provisions.** The standard provisions for this *Agreement* are stated on page 2.

- V. **Additional Provisions.** The following additional provisions shall apply to this *Agreement*:
None

- VI. **Authorization.** Persons executing this *Agreement* represent that they have the requisite authority and power to execute this *Agreement* on behalf of their respective employers.

GREAT WEST ENGINEERING, INC.

City of Bellevue, Idaho

William B. Lloyd, PE

President

[Print Name & Title]

Standard Provisions

1. Payments.

1.1 Monthly Invoices. Monthly invoices shall be issued for all Services performed under this *Agreement*.

1.1.1 Lump Sum. Invoices for a lump sum contract are based on percentage of work completed; and the contract amount may be increased for any unanticipated event, which is beyond Great West's control and which increases the level of Services required to complete Project.

1.1.2 Time and Materials. Invoices for a time and materials contract are based on the hourly rates set forth in Great West's prevailing *Schedule of Billing Rates*, which may be amended from time to time, plus expenses.

1.1.3 Retainers. Retainers are applied toward final invoice.

1.2 Expenses. Expenses include all out-of-pocket costs for technical, professional and clerical services and for transportation, meals and lodging, laboratory tests and analyses, telephone, printing, copying, and binding. Expenses are billed at 1.10 times invoice amount, and Client shall pay all governmental fees, permits and charges.

1.3 Payment Date. Invoices are due and payable within thirty (30) days after date of invoice.

1.4 Past Due Accounts. Any invoice not paid within thirty (30) days after date of invoice shall bear interest at 10%.

1.5 Stop Work. Great West may stop work on Project and withhold delivery of all Services until Client's obligations then due and owing to Great West are paid in full.

1.6 Disputes. Invoices shall outline Services performed and all related charges and expenses. Disputes regarding an invoice shall be forwarded in writing to Great West within twenty (20) days of date of invoice. If Client does not dispute an invoice within the prescribed time, the invoice is deemed accurate and due and payable.

1.7 Estimates. Estimated amounts for Services performed on an hourly or cost plus fee bases are only estimates and may not accurately reflect the ultimate charges to Client.

1.8 Adjustment of Fees. Great West may alter the distribution of compensation between individual phases of the contract to be consistent with services actually rendered, but shall not exceed the maximum contract value.

2. Notice to Proceed. This *Agreement* constitutes Client's notice to proceed with Services once it is signed by Client and Consultant.

3. Subconsultants. With Client's approval, Great West may retain subconsultants to perform Services for Project.

4. Extra Work. If Client desires work to be performed beyond the Services described in this *Agreement* ("*Extra Work*"), Client must authorize the *Extra Work* by signing a written amendment, signed and agreed upon by Consultant. If written amendment is impracticable, then a written or electronic statement authorizing the *Extra Work* is required.

5. Safety and Construction. Great West is not responsible for construction means, methods, techniques, sequences of procedures, or safety precautions and programs

related to work performed by contractors, subcontractors, or anyone else associated with Project.

6. Cost Estimates. Great West does not warrant construction cost estimates.

7. Use of Documents. Great West retains ownership of all documents and work product under this *Agreement*, and Client may only use such documents and work product in connection with the Project.

8. Professional Standards. Great West shall perform Services according to the standard of care ordinarily exercised under similar conditions by similarly qualified professionals who are currently practicing in the area where Great West is located. Great West makes no express or implied warranties.

9. Indemnity. Great West and Client shall indemnify and hold each other harmless from and against all claims, liabilities, actions, damages and expenses made by third parties to the extent caused by or resulting from negligent acts, wrongful acts, errors, or omissions related to or arising out of their respective performances in connection with the Project.

10. Limitation of Liability. Great West's liability for its acts, errors or omissions is limited to the total fee for Services performed under this *Agreement*. Client waives all other damages.

11. Alternative Dispute Resolution. Unresolved disputes, controversies and claims relating to performance of Services shall be initially referred to mediation prior to initiating any other adjudicatory option.

12. Termination. This *Agreement* may be terminated upon thirty (30) days written notice to the other party. In such event, Client shall pay Great West for all Services performed and for all expenses incurred to and including date of termination. In addition,

13. Dates. All time periods refer to calendar days unless otherwise stated.

14. Governing Law; Venue. This *Agreement* is to be performed in the State of Idaho and is made and entered into under the laws of the State of Idaho and shall, in all respects, be interpreted, enforced, and governed under the internal laws (and not the conflicts of laws rules) of the State of Idaho. In the event legal proceedings are commenced with regard to, arising out of or related to any provision of this *Agreement*, Client and Great West Engineering, Inc. agree that venue shall be brought before a state or federal court in Blaine County, Idaho.

15. Survival. The provisions of this *Agreement* shall survive its termination and completion of Services.

16. Complete Agreement. This *Agreement* constitutes the complete and final understanding between the parties and may only be amended by written agreement between the parties.



EXHIBIT B - TASK ORDER No. 1 SCOPE OF WORK CITY WIDE SPEED STUDY

1. PROJECT APPROACH

Obtain speed data for all collector and arterial street segments and other additional street segments throughout the city with posted speeds greater than 25MPH. Perform analysis of speed data to determine the 85th percentile speed, pace speed and average speed. Review traffic accident data, roadway conditions, posted speed limits and analysis compared to traffic and roadway conditions data collected. Provide a report of findings and recommend any necessary changes to the existing speed limits.

Data to be collected for the following road segments:

Arterials

- Gannet Road (SH75 to E Blue Grass St.)

Collectors

- S 2nd St. (E Spruce St. to E Chestnut St.)
- E Pine St. (SH 75 to N 8th St.)
- Muldoon Canyon Rd (8th St. – Quarterhorse Rd.)
- E Cedar St. (SH75 to N 8th St.)
- Slaughterhouse Rd. (8th St. to City limits)
- Broadford Rd. (SH75 to Trout In.)

Other additional streets

- No other streets with speeds over 25 MPH

2. USE OF SUB-CONSULTANTS

HMH Engineering

3. POTENTIAL CONSTRAINTS/CHALLENGES

None

4. SCHEDULE

Four (4) weeks to collect data and four (4) weeks to analyze data, create the report and do reviews. Total of eight (8) weeks from NTP

5. COST

Data Collection	\$ 3,550
Data Analysis	\$ 2,450
Report of Findings	\$ 5,350
<u>Expenses</u>	<u>\$ 400</u>
Total	\$ 11,750

A detailed scope of services will be provided with the task order should the City choose to proceed with the above proposal.

CITY OF BELLEVUE, IDAHO

RESOLUTION NO. 23-17

RESOLUTION OF THE CITY OF BELLEVUE, IDAHO, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT EXTENDING THE JOINT POWERS AUTHORITY AGREEMENT FORMING THE MOUNTAIN RIDES TRANSPORTATION AUTHORITY THROUGH SEPTEMBER 30, 2027.

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

The City of Bellevue, Idaho, wishes to extend the Joint Powers Authority Agreement forming the Mountain Rides Transportation Authority through September 30, 2027.

The Mayor is hereby authorized to execute the same on behalf of said City.

PASSED by the Bellevue Common Council and signed by the Mayor this 28th day of August 2023.

Mayor

ATTEST:

Interim City Clerk

**Extension of Agreement of Mountain Rides Transportation Authority
to Provide Multimodal Public Transportation
Services in Blaine County**

WHEREAS, on October 8, 2007, the undersigned governmental entities agreed to and caused to be recorded with the Blaine County Recorder that certain agreement known as the Amended Agreement of the Ketchum-Sun Valley Public Transit Authority to Provide Multimodal Public Transportation Services in Blaine County (“Joint Powers Agreement”) on November 1, 2007, as Instrument No. 552903 in Blaine County, Idaho;

WHEREAS, on October 8, 2007, the “Ketchum-Sun Valley Public Transit Authority” was renamed the “Mountain Rides Transportation Authority”;

WHEREAS, on September 28, 2011, the parties extended the Joint Powers Agreement until October 7, 2015, and on October 1, 2015, extended the Joint Powers Agreement until September 30, 2019, and on October 1, 2019, extended the Joint Powers Agreement until September 30, 2023; and

WHEREAS, the undersigned governmental agencies desire to extend the Joint Powers Agreement as set forth below.

NOW THEREFORE, the undersigned governmental agencies agree as follows:

1. The Joint Powers Agreement, currently set to expire September 30, 2023, attached hereto as Exhibit 1 and incorporated by reference, is hereby extended for four (4) years, until September 30, 2027.

2. Except as so changed herein, all provisions of the Joint Powers Agreement as amended from time to time shall remain in full force and effect.

-- more --

City of Sun Valley

(seal)

By: _____
Mayor

Attest: _____
City Clerk

Date: _____

City of Ketchum

(seal)

By: _____
Mayor

Attest: _____
City Clerk

Date: _____

-- more --

City of Hailey

(seal)

By: _____
Mayor

Attest: _____
City Clerk

Date: _____

City of Bellevue

(seal)

By: _____
Mayor

Attest: _____
City Clerk

Date: _____

-- more --

County of Blaine

By: _____
Commissioner

Date: _____

By: _____
Commissioner

Date: _____

By: _____
Commissioner

Date: _____

(seal)

Attest: _____
County Clerk

-- #### --

Exhibit 1

AGREEMENT OF MOUNTAIN RIDES TRANSPORTATION AUTHORITY TO PROVIDE MULTIMODAL PUBLIC TRANSPORTATION SERVICES IN BLAINE COUNTY

This Agreement (“Agreement”), made and entered into on October 1, 2015, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (“Ketchum”), the CITY OF SUN VALLEY, IDAHO, a municipal corporation (“Sun Valley”), the CITY OF HAILEY, a municipal corporation (“Hailey”), the CITY OF BELLEVUE, a charter city (“Bellevue”), and the COUNTY OF BLAINE, a body politic and corporate (“Blaine County”) all described, individually as “Party,” or jointly as “Parties”;

WITNESSETH:

WHEREAS, on June 5, 1989 the Cities of Ketchum and Sun Valley entered into an agreement for the formation of the Ketchum-Sun Valley Public Transit Authority (“Authority”) and have since that commencing date jointly funded and operated a public transportation system commonly known as KART within and between the two municipalities through the Authority; and

WHEREAS, since June 2002, Ketchum, Sun Valley and Blaine County have participated in the funding of the PEAK Bus, a regional public transportation service along Idaho State Highway 75 between Bellevue and Ketchum and Sun Valley operated by Wood River Rideshare, a 501c3 non profit corporation; and

WHEREAS, on December 11, 2003, Ketchum and Sun Valley entered into an agreement extending the Ketchum-Sun Valley Public Transit Authority Agreement of June 5, 1989 to (1) ensure the June 5, 1989 Agreement remained in full force and effect, (2) set the term of commitment by Ketchum and Sun Valley to December 31, 2006; and 3) allow for renegotiation or dissolution of the Ketchum-Sun Valley Public Transit Authority Agreement in the event of the formation of a Regional Transportation Authority or similar agency; and

WHEREAS, in August 2005, Blaine County became the sole manager of the PEAK Bus service and solicited and received funding assistance from Ketchum, Sun Valley and Bellevue for fiscal year 2005-06; and

WHEREAS, on January 31, 2006, Ketchum, Sun Valley, Bellevue and Blaine County entered into an agreement (known as the “Amended Agreement of the Ketchum-Sun Valley Public Transit Authority”) to operate the KART services in Ketchum and Sun Valley and the Highway 75 services from Bellevue to Ketchum; and

WHEREAS, in May 2006, the Ketchum-Sun Valley Public Transit Authority became the sole manager of the PEAK Bus service and solicited and received funding assistance from Ketchum, Sun Valley, Bellevue and Blaine County for fiscal year 2006-07; and

WHEREAS, on February 21, 2007, the Authority adopted a Vision, Mission and Goals Statement to reflect its broader role as the primary multimodal public transportation agency within Blaine County and outside of Blaine County to counties with commuters traveling to Blaine County. This statement may be periodically updated; and

Instrument # 629888

HAILEY, BLAINE, IDAHO

9-29-2015 01:59:24 PM No. of Pages: 8

Recorded for : BLAINE COUNTY COMMISSIONERS

JOLYNN DRAGE Fee: 0.00

Ex-Officio Recorder Deputy

Index to: COMMISSIONER AGREEMENTS

WHEREAS, in August 2007, Wood River Rideshare merged with KART allowing the Authority to expand its services to all of those operated by Wood River Rideshare, to include vans, carpools, bicycles, walking, transportation information, counseling and advice and other multimodal public transportation services operating within Blaine County and outside of Blaine County to counties with commuters traveling to Blaine County; and

WHEREAS, the Parties have adopted comprehensive plans, transportation plans and/or governing policies identifying the goals, policies and/or action items to support county-wide transportation planning which includes multimodal public transportation services to meet the resident, visitor and commuter needs through regional transportation planning; and

WHEREAS, on September 28, 2011 the parties extended the Joint Powers Agreement until October 7, 2015; and

WHEREAS, the public transportation demands for residents, visitors and workers commuting to employment centers in the region are increasing and it is the desire of the Parties to provide for efficient and responsive multimodal public transportation services which are easily identifiable, are coordinated in a manner to encourage the ease of ridership with incentives such as a variety of high quality services, park and ride lots, and high occupancy vehicle lanes, in order to reduce the congestion, costs and pollution caused in part, by individual vehicular trips within Blaine County; and

WHEREAS, the City parties hereto are municipal corporations organized and existing under and by virtue of the laws of the State of Idaho and as such are authorized and empowered by Idaho Code, Section 50-322, to purchase, lease, or otherwise procure multimodal public transportation systems, and to provide by general ordinance for the regulations governing the maintenance and operation of the same; and

WHEREAS, it is the mutual desire of the Parties hereto, acting pursuant to Idaho Code, Section 67-2328, to maintain an Authority to procure, establish, operate, maintain and plan for a multimodal public transportation system in and between the corporate limits of Sun Valley, Ketchum, Hailey, Bellevue, and Carey and within Blaine County and outside of Blaine County to counties with commuters traveling to Blaine County; and

WHEREAS, it is the mutual desire of the Parties hereto that there are no disruptions to public transportation services as the mutual terms, covenant and conditions of this Agreement are implemented including that the current level of services historically provided by KART for the residents and visitors of Ketchum and Sun Valley and the services to Wood River Valley that were provided by the PEAK Bus are maintained.

NOW, THEREFORE, in order to accomplish the aforesaid purposes, and in consideration of the mutual terms, covenants and conditions set forth herein, the Parties hereto agree as follows:

1. Corporate Name.

Authority shall be renamed the “Mountain Rides Transportation Authority” which replaces the previous name: “Ketchum-Sun Valley Public Transit Authority” (or “KART”).

2. Transportation Authority Membership.

The governing Board of Directors of the Authority (the “Board”) shall be configured as defined below:

- A. Subject to sub-paragraph E below, two (2) members from the City of Ketchum and two (2) members from the City of Sun Valley shall be appointed by the Mayors of Ketchum and Sun Valley with the concurrence of the City Council of each city.
- B. Subject to sub-paragraph E below, one (1) member each to be appointed by the Mayors of Hailey, and Bellevue with the concurrence of the City Council of each such City. The Board may also include one (1) member to be appointed by the Mayor of Carey as determined by the Board.
- C. Subject to sub-paragraph E below, one (1) member from Blaine County to be appointed by the Board of County Commissioners.
- D. One “Member-at-Large.” The Authority will solicit nominations from a variety of organizations and individuals that it deems appropriate and have an interest in multi-modal transportation to fill this position, and such selection shall be made by the Board.
- E. Parties will join and become voting members of the Board upon execution of this Agreement by its respective governing body.
- F. The Mayors, Council Members, Commissioners and employees of the Parties hereto shall not be excluded from membership on the Authority by virtue of their relationship with the Cities and County involved.
- G. Employees, directors, shareholders, partners, owners and others with financial interests in any business, company or entity which the Authority has employed or contracted with to provide equipment or services shall be subject to the Authority’s Conflict of Interest Policy as it may be amended from time to time.

3. Term of Office.

The term of office for each member of the governing Board of the Authority shall be for three (3) years. The current terms are set to expire as follows:

- a. Ketchum seat #1 – Oct 2017
- b. Ketchum seat #2 – Oct 2016
- c. Sun Valley seat #1 – Oct 2017
- d. Sun Valley seat #2 – Oct 2016
- e. Hailey – Oct 2015
- f. Bellevue – Oct 2017
- b) Blaine County – Oct 2015
- c) At large – October 2016

Subsequent appointments shall be for three (3) years and a Board member shall hold a seat on the Board until his or her successor has been appointed and qualified. Vacancies occurring otherwise than through the expiration of appointed terms, shall be filled for the remainder of the term by the Party that appointed the Board member.

4. Organization.

The Authority shall be governed by the Mountain Rides Transportation Authority By-laws specifying the method and manner by which it shall conduct its business and affairs, provided, however, that said By-laws shall be amended so as not be inconsistent with or contrary to the provisions of this Agreement, or any applicable local, state or federal law and shall provide that at least a simple majority must concur for the Authority to act.

5. Purposes and Powers.

The purpose of the Authority is to establish, implement, maintain, fund and operate a comprehensive multimodal public transportation system by motor buses, fixed guideway systems, van and car pools, bicycles, amenities for walking or other appropriate means, including transportation counseling and advice for scheduled or unscheduled and charter services within Blaine County and outside of Blaine County to counties with commuters traveling to Blaine County for the benefit of commuters and the inhabitants and visitors to Blaine County. In furtherance of that purpose, the Parties hereto hereby delegate to the Authority their power to purchase, lease, or otherwise procure multimodal transportation systems, and to promulgate regulations governing the maintenance and operation of the same. Such delegated powers shall more specifically include, but not be limited to, the following:

- A. As a separate legal entity under state and federal statutes, to apply for, receive and operate under financial assistance from the federal or state government, and from any agency or political subdivision thereof, or from any private sources;
- B. To acquire by purchase, gift, lease, sublease or otherwise, to the extent and in the manner that a city or county operating under the laws of the State of Idaho might do so, real or personal property necessary for the establishment, operation and maintenance of a multimodal public transportation system including but not limited to land and easement acquisitions, facilities, employee housing and rolling stock;
- C. To fund operational and maintenance costs of operating a comprehensive multimodal public transportation system;
- D. To contract with public or private agencies, companies or entities for the provision of multimodal public transportation services or for expansion of multimodal public transportation services in the Authority's service area;
- E. To undertake or contract for studies relating to the multimodal public transportation needs of the Parties and the methods by which said needs can best be served;

- F. To participate in, contribute to and support the regional transportation plans, as from time to time may be proposed, adopted and amended.

6. Manner of Financing.

The Authority shall annually adopt a budget. Each Party hereto will annually budget and contribute to the Authority an amount of money necessary to operate and maintain a comprehensive multimodal public transportation system. During each fiscal year, the Parties shall contribute their respective amount of money as determined by the adopted budget, subject to approval of each Party's governing Board. It is anticipated that each Party hereto may have a contract for services with the Authority that provides for a funding arrangement between each Party and the Authority. Upon approval of the Board, a Party may contribute its share of the budget through in-kind services, equipment, personal or real property or leases.

- A. In adopting the annual budget, it is anticipated that Ketchum and Sun Valley will continue, as a base, the fiscal year 2005-2006 level of financial support which has historically been provided through their respective local option tax ("LOT") revenue for KART and the PEAK Bus. Further, it is anticipated that the County will continue its financial support for the multimodal public transportation services operated by the Authority in and beyond the County.
- B. Any Party may contribute additional funds to the Authority. Said additional funds shall be deemed as contribution not subject to matching from any other Party and shall be calculated for division of property upon termination of the Authority under Paragraph 8 herein below, if such contribution(s) were for capital acquisitions.
- C. Any funds received by the Authority shall be used for the purpose of maintaining the Authority and planning for, establishing, acquiring, operating or maintaining a multimodal public transportation system, or for paying costs associated with a contract whereby multimodal public transportation services are provided by others. The budgeting, allocation and use of said funds by the Authority shall be in accordance with the purposes and powers herein provided for, and in no event shall the Authority use, spend, encumber or commit funds of the Parties hereto in amounts exceeding those actually budgeted and contributed to the Authority by the Parties.

7. Duration.

The duration of the Authority created by this Agreement shall be October 1, 2015 through September 30, 2019, provided, however, that the same may be extended for an additional period or periods of time, as the Parties hereto deem appropriate. Any such extension of this Authority shall be in writing, adopted by the governing body of each of the Parties hereto.

Any Party may withdraw from the Authority upon six (6) month's written notice. Such notice shall be effective upon the next October 1 which follows the expiration of the six (6) months' notice. For example, an entity would have to give notice no later than April 1 if it did not want to be a party to the Joint Powers Agreement the next fiscal year. Upon withdrawal of a party the Board seats

appointed by such withdrawing party shall be terminated. Withdrawal of either Ketchum or Sun Valley shall constitute dissolution of the Authority.

8. Dissolution of the Authority.

Subject to section 7 above, the Authority may be dissolved and terminated by majority vote of the Parties. Upon the dissolution of the Authority created by this Agreement or any extension or renewal thereof, for whatever reason, the property, real and personal, owned by the Authority shall be sold or distributed in the manner provided for by law for the disposition of property by cities and counties, and the proceeds of any such sale shall be divided between the Parties hereto in proportion equal to the annual operating and capital contributions of each to the Authority since its inception. Provided, however, that prior to any sale of property, real or personal, Parties may agree to distribute said property between themselves in a manner deemed by them to be equitable and approved in writing by the governing body of each. Property of KART or the Cities of Sun Valley or Ketchum existing at the date of this Agreement, or provided by them after the effective date of this Agreement, shall remain their sole and exclusive property and shall not be divided between the Parties hereto. A schedule of such property shall be prepared and attached hereto as Exhibit "A" upon execution of this Agreement. Such property includes, but is not limited to, buses, vans, vehicles, equipment, tools, furnishings, real property, bus maintenance facility and work force housing units.

9. Mediation and Arbitration.

Any controversy or claim arising out of or relating to this Agreement or breach thereof, shall first be submitted to mediation upon the written request of any Party and conducted by one (1) neutral mediator. If the Parties are unable to select a mediator, then selection shall follow the procedure published by the American Arbitration Association Commercial Mediation Rules. Mediation shall be held in Blaine County. This Agreement to mediate and any other agreement or consent to mediate entered into in accordance with this Agreement shall be specifically enforceable under the prevailing law of Idaho. Each party shall bear its own costs and the parties shall split equally the cost and expenses of the mediator. In the event that the parties are unable to resolve their disagreements through mediation, the parties agree to arbitrate the matter pursuant to the rules of and with the American Arbitration Association, or another mutually acceptable arbitrator.

10. Execution and Effect.

Upon execution of this Agreement by Ketchum and Sun Valley, the "Agreement Extending the Ketchum-Sun Valley Public Transit Authority" dated December 11, 2003, and the "Agreement by Ketchum, Sun Valley, Bellevue and Blaine County", and the "Amended Agreement of the Ketchum-Sun Valley Transit Authority" dated January 31, 2006, and the "Extension of Amended Agreement of the Ketchum-Sun Valley Public Transit Authority (Renamed in 2007 to to "Mountain Rides Transportation Authority") to Provide Multimodal Public Transportation Services in Blaine County", recorded with the Blaine County Recorder on September 28, 2011, shall be deemed cancelled and replaced by this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

11. Amendment.

This Agreement may only be amended upon the approval of a majority of the Parties. To be effective, any such amendment shall be in writing signed by the Chair of the Board certifying that such amendment had been approved by majority vote of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the duly-authorized representatives this 1, 11, 16, 23, 21 day of SEPTEMBER, 2015.



CITY OF KETCHUM

By: [Signature]
Mayor

Date: 9-11-15

ATTEST:

[Signature]
City Clerk



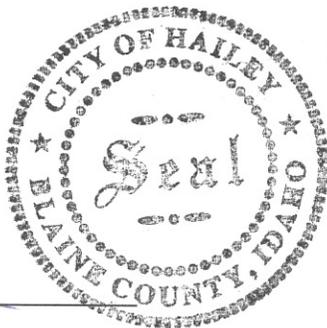
CITY OF SUN VALLEY

By: [Signature]
Mayor

Date: 9/16/15

ATTEST:

[Signature]
City Clerk



CITY OF HAILEY

By: [Signature]
Mayor

Date: 9/23/15

ATTEST:

[Signature]
City Clerk

CITY OF BELLEVUE

By: [Signature]
Mayor

Date: 9/21/15

ATTEST:

Narathy L. Barton
City Clerk

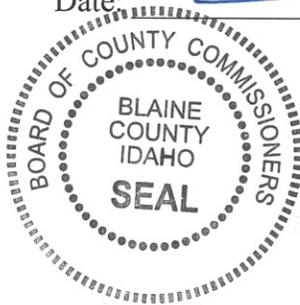


BLAINE COUNTY COMMISSIONERS

By: Paul J. Gray
Date: 9.1.15

By: Angela McCray
Date: 9/1/15

By: Absent
Date: _____



ATTEST
Jolynn Drage
Jolynn Drage
Blaine County Clerk

**Extension of Agreement of Mountain Rides Transportation Authority
to Provide Multimodal Public Transportation
Services in Blaine County**

WHEREAS, on October 8, 2007, the undersigned governmental entities agreed to and caused to be recorded with the Blaine County Recorder that certain agreement known as the Amended Agreement of the Ketchum-Sun Valley Public Transit Authority to Provide Multimodal Public Transportation Services in Blaine County (“Joint Powers Agreement”) on November 1, 2007, as Instrument No. 552903 in Blaine County, Idaho;

WHEREAS, on October 8, 2007, the “Ketchum-Sun Valley Public Transit Authority” was renamed the “Mountain Rides Transportation Authority”;

WHEREAS, on September 28, 2011 the parties extended the Joint Powers Agreement until October 7, 2015, and on October 1, 2015, extended the Joint Powers Agreement until September 30, 2019; and

WHEREAS, the undersigned governmental agencies desire to extend the Joint Powers Agreement as set forth below.

NOW THEREFORE, the undersigned governmental agencies agree as follows:

1. The Joint Powers Agreement, currently set to expire September 30, 2019, attached hereto as Exhibit 1 and incorporated by reference, is hereby extended for four (4) years, until September 30, 2023.
2. Except as so changed herein, all provisions of the Joint Powers Agreement as amended from time to time shall remain in full force and effect.

Instrument # 663052

HAILEY, BLAINE, IDAHO

9-10-2019 04:23:40 PM No. of Pages: 11

Recorded for : BLAINE COUNTY COMMISSIONERS

JOLYNN DRAGE

Fee: 0.00

Ex-Officio Recorder Deputy

Index to: COMMISSIONER AGREEMENTS



City of Sun Valley

(seal)



By: Peter M. Handrichs
Mayor
Date: 9-10-19

Attest: Nancy Hanrigan
City Clerk

City of Ketchum

(seal)



By: [Signature]
Mayor
Date: 8/19/19

Attest: [Signature]
City Clerk

City of Hailey



By: [Signature]
Mayor
Date: 8/28/19

Attest: [Signature]
City Clerk

City of Bellevue

(seal)



By: [Signature]
Mayor
Date: 8/13/19

Attest: [Signature]
City Clerk

Blaine County Commissioners

By: *Paul Greenberg*
Commissioner
Date: 9-10-19

By: *Andy McLeary*
Commissioner
Date: 9/10/19



By: *Dick Foley*
Commissioner
Date: 10 Sep 2019

Attest: *Jodynn Dray*
County Clerk

Exhibit 1

AGREEMENT OF MOUNTAIN RIDES TRANSPORTATION AUTHORITY TO PROVIDE MULTIMODAL PUBLIC TRANSPORTATION SERVICES IN BLAINE COUNTY

This Agreement ("Agreement"), made and entered into on October 1, 2015, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), the CITY OF SUN VALLEY, IDAHO, a municipal corporation ("Sun Valley"), the CITY OF HAILEY, a municipal corporation ("Hailey"), the CITY OF BELLEVUE, a charter city ("Bellevue"), and the COUNTY OF BLAINE, a body politic and corporate ("Blaine County") all described, individually as "Party," or jointly as "Parties";

WITNESSETH:

WHEREAS, on June 5, 1989 the Cities of Ketchum and Sun Valley entered into an agreement for the formation of the Ketchum-Sun Valley Public Transit Authority ("Authority") and have since that commencing date jointly funded and operated a public transportation system commonly known as KART within and between the two municipalities through the Authority; and

WHEREAS, since June 2002, Ketchum, Sun Valley and Blaine County have participated in the funding of the PEAK Bus, a regional public transportation service along Idaho State Highway 75 between Bellevue and Ketchum and Sun Valley operated by Wood River Rideshare, a 501c3 non profit corporation; and

WHEREAS, on December 11, 2003, Ketchum and Sun Valley entered into an agreement extending the Ketchum-Sun Valley Public Transit Authority Agreement of June 5, 1989 to (1) ensure the June 5, 1989 Agreement remained in full force and effect, (2) set the term of commitment by Ketchum and Sun Valley to December 31, 2006; and 3) allow for renegotiation or dissolution of the Ketchum-Sun Valley Public Transit Authority Agreement in the event of the formation of a Regional Transportation Authority or similar agency; and

WHEREAS, in August 2005, Blaine County became the sole manager of the PEAK Bus service and solicited and received funding assistance from Ketchum, Sun Valley and Bellevue for fiscal year 2005-06; and

WHEREAS, on January 31, 2006, Ketchum, Sun Valley, Bellevue and Blaine County entered into an agreement (known as the "Amended Agreement of the Ketchum-Sun Valley Public Transit Authority") to operate the KART services in Ketchum and Sun Valley and the Highway 75 services from Bellevue to Ketchum; and

WHEREAS, in May 2006, the Ketchum-Sun Valley Public Transit Authority became the sole manager of the PEAK Bus service and solicited and received funding assistance from Ketchum, Sun Valley, Bellevue and Blaine County for fiscal year 2006-07; and

WHEREAS, on February 21, 2007, the Authority adopted a Vision, Mission and Goals Statement to reflect its broader role as the primary multimodal public transportation agency within Blaine County and outside of Blaine County to counties with commuters traveling to Blaine County. This statement may be periodically updated; and

Instrument # 629888

HAILEY, BLAINE, IDAHO
9-29-2015 01:59:24 PM No. of Pages: 8
Recorded for : BLAINE COUNTY COMMISSIONERS
JOLYNN DRAGE Fee: 0.00
Ex-Officio Recorder Deputy
Index to: COMMISSIONER AGREEMENTS

WHEREAS, in August 2007, Wood River Rideshare merged with KART allowing the Authority to expand its services to all of those operated by Wood River Rideshare, to include vans, carpools, bicycles, walking, transportation information, counseling and advice and other multimodal public transportation services operating within Blaine County and outside of Blaine County to counties with commuters traveling to Blaine County; and

WHEREAS, the Parties have adopted comprehensive plans, transportation plans and/or governing policies identifying the goals, policies and/or action items to support county-wide transportation planning which includes multimodal public transportation services to meet the resident, visitor and commuter needs through regional transportation planning; and

WHEREAS, on September 28, 2011 the parties extended the Joint Powers Agreement until October 7, 2015; and

WHEREAS, the public transportation demands for residents, visitors and workers commuting to employment centers in the region are increasing and it is the desire of the Parties to provide for efficient and responsive multimodal public transportation services which are easily identifiable, are coordinated in a manner to encourage the ease of ridership with incentives such as a variety of high quality services, park and ride lots, and high occupancy vehicle lanes, in order to reduce the congestion, costs and pollution caused in part, by individual vehicular trips within Blaine County; and

WHEREAS, the City parties hereto are municipal corporations organized and existing under and by virtue of the laws of the State of Idaho and as such are authorized and empowered by Idaho Code, Section 50-322, to purchase, lease, or otherwise procure multimodal public transportation systems, and to provide by general ordinance for the regulations governing the maintenance and operation of the same; and

WHEREAS, it is the mutual desire of the Parties hereto, acting pursuant to Idaho Code, Section 67-2328, to maintain an Authority to procure, establish, operate, maintain and plan for a multimodal public transportation system in and between the corporate limits of Sun Valley, Ketchum, Hailey, Bellevue, and Carey and within Blaine County and outside of Blaine County to counties with commuters traveling to Blaine County; and

WHEREAS, it is the mutual desire of the Parties hereto that there are no disruptions to public transportation services as the mutual terms, covenant and conditions of this Agreement are implemented including that the current level of services historically provided by KART for the residents and visitors of Ketchum and Sun Valley and the services to Wood River Valley that were provided by the PEAK Bus are maintained.

NOW, THEREFORE, in order to accomplish the aforesaid purposes, and in consideration of the mutual terms, covenants and conditions set forth herein, the Parties hereto agree as follows:

1. Corporate Name.

Authority shall be renamed the “Mountain Rides Transportation Authority” which replaces the previous name: “Ketchum-Sun Valley Public Transit Authority” (or “KART”).

2. Transportation Authority Membership.

The governing Board of Directors of the Authority (the "Board") shall be configured as defined below:

- A. Subject to sub-paragraph E below, two (2) members from the City of Ketchum and two (2) members from the City of Sun Valley shall be appointed by the Mayors of Ketchum and Sun Valley with the concurrence of the City Council of each city.
- B. Subject to sub-paragraph E below, one (1) member each to be appointed by the Mayors of Hailey, and Bellevue with the concurrence of the City Council of each such City. The Board may also include one (1) member to be appointed by the Mayor of Carey as determined by the Board.
- C. Subject to sub-paragraph E below, one (1) member from Blaine County to be appointed by the Board of County Commissioners.
- D. One "Member-at-Large." The Authority will solicit nominations from a variety of organizations and individuals that it deems appropriate and have an interest in multi-modal transportation to fill this position, and such selection shall be made by the Board.
- E. Parties will join and become voting members of the Board upon execution of this Agreement by its respective governing body.
- F. The Mayors, Council Members, Commissioners and employees of the Parties hereto shall not be excluded from membership on the Authority by virtue of their relationship with the Cities and County involved.
- G. Employees, directors, shareholders, partners, owners and others with financial interests in any business, company or entity which the Authority has employed or contracted with to provide equipment or services shall be subject to the Authority's Conflict of Interest Policy as it may be amended from time to time.

3. Term of Office.

The term of office for each member of the governing Board of the Authority shall be for three (3) years. The current terms are set to expire as follows:

- a. Ketchum seat #1 – Oct 2017
- b. Ketchum seat #2 – Oct 2016
- c. Sun Valley seat #1 – Oct 2017
- d. Sun Valley seat #2 – Oct 2016
- e. Hailey – Oct 2015
- f. Bellevue – Oct 2017
- b) Blaine County – Oct 2015
- c) At large – October 2016

Subsequent appointments shall be for three (3) years and a Board member shall hold a seat on the Board until his or her successor has been appointed and qualified. Vacancies occurring otherwise than through the expiration of appointed terms, shall be filled for the remainder of the term by the Party that appointed the Board member.

4. Organization.

The Authority shall be governed by the Mountain Rides Transportation Authority By-laws specifying the method and manner by which it shall conduct its business and affairs, provided, however, that said By-laws shall be amended so as not be inconsistent with or contrary to the provisions of this Agreement, or any applicable local, state or federal law and shall provide that at least a simple majority must concur for the Authority to act.

5. Purposes and Powers.

The purpose of the Authority is to establish, implement, maintain, fund and operate a comprehensive multimodal public transportation system by motor buses, fixed guideway systems, van and car pools, bicycles, amenities for walking or other appropriate means, including transportation counseling and advice for scheduled or unscheduled and charter services within Blaine County and outside of Blaine County to counties with commuters traveling to Blaine County for the benefit of commuters and the inhabitants and visitors to Blaine County. In furtherance of that purpose, the Parties hereto hereby delegate to the Authority their power to purchase, lease, or otherwise procure multimodal transportation systems, and to promulgate regulations governing the maintenance and operation of the same. Such delegated powers shall more specifically include, but not be limited to, the following:

- A. As a separate legal entity under state and federal statutes, to apply for, receive and operate under financial assistance from the federal or state government, and from any agency or political subdivision thereof, or from any private sources;
- B. To acquire by purchase, gift, lease, sublease or otherwise, to the extent and in the manner that a city or county operating under the laws of the State of Idaho might do so, real or personal property necessary for the establishment, operation and maintenance of a multimodal public transportation system including but not limited to land and easement acquisitions, facilities, employee housing and rolling stock;
- C. To fund operational and maintenance costs of operating a comprehensive multimodal public transportation system;
- D. To contract with public or private agencies, companies or entities for the provision of multimodal public transportation services or for expansion of multimodal public transportation services in the Authority's service area;
- E. To undertake or contract for studies relating to the multimodal public transportation needs of the Parties and the methods by which said needs can best be served;

- F. To participate in, contribute to and support the regional transportation plans, as from time to time may be proposed, adopted and amended.

6. Manner of Financing.

The Authority shall annually adopt a budget. Each Party hereto will annually budget and contribute to the Authority an amount of money necessary to operate and maintain a comprehensive multimodal public transportation system. During each fiscal year, the Parties shall contribute their respective amount of money as determined by the adopted budget, subject to approval of each Party's governing Board. It is anticipated that each Party hereto may have a contract for services with the Authority that provides for a funding arrangement between each Party and the Authority. Upon approval of the Board, a Party may contribute its share of the budget through in-kind services, equipment, personal or real property or leases.

- A. In adopting the annual budget, it is anticipated that Ketchum and Sun Valley will continue, as a base, the fiscal year 2005-2006 level of financial support which has historically been provided through their respective local option tax ("LOT") revenue for KART and the PEAK Bus. Further, it is anticipated that the County will continue its financial support for the multimodal public transportation services operated by the Authority in and beyond the County.
- B. Any Party may contribute additional funds to the Authority. Said additional funds shall be deemed as contribution not subject to matching from any other Party and shall be calculated for division of property upon termination of the Authority under Paragraph 8 herein below, if such contribution(s) were for capital acquisitions.
- C. Any funds received by the Authority shall be used for the purpose of maintaining the Authority and planning for, establishing, acquiring, operating or maintaining a multimodal public transportation system, or for paying costs associated with a contract whereby multimodal public transportation services are provided by others. The budgeting, allocation and use of said funds by the Authority shall be in accordance with the purposes and powers herein provided for, and in no event shall the Authority use, spend, encumber or commit funds of the Parties hereto in amounts exceeding those actually budgeted and contributed to the Authority by the Parties.

7. Duration.

The duration of the Authority created by this Agreement shall be October 1, 2015 through September 30, 2019, provided, however, that the same may be extended for an additional period or periods of time, as the Parties hereto deem appropriate. Any such extension of this Authority shall be in writing, adopted by the governing body of each of the Parties hereto.

Any Party may withdraw from the Authority upon six (6) month's written notice. Such notice shall be effective upon the next October 1 which follows the expiration of the six (6) months' notice. For example, an entity would have to give notice no later than April 1 if it did not want to be a party to the Joint Powers Agreement the next fiscal year. Upon withdrawal of a party the Board seats

appointed by such withdrawing party shall be terminated. Withdrawal of either Ketchum or Sun Valley shall constitute dissolution of the Authority.

8. Dissolution of the Authority.

Subject to section 7 above, the Authority may be dissolved and terminated by majority vote of the Parties. Upon the dissolution of the Authority created by this Agreement or any extension or renewal thereof, for whatever reason, the property, real and personal, owned by the Authority shall be sold or distributed in the manner provided for by law for the disposition of property by cities and counties, and the proceeds of any such sale shall be divided between the Parties hereto in proportion equal to the annual operating and capital contributions of each to the Authority since its inception. Provided, however, that prior to any sale of property, real or personal, Parties may agree to distribute said property between themselves in a manner deemed by them to be equitable and approved in writing by the governing body of each. Property of KART or the Cities of Sun Valley or Ketchum existing at the date of this Agreement, or provided by them after the effective date of this Agreement, shall remain their sole and exclusive property and shall not be divided between the Parties hereto. A schedule of such property shall be prepared and attached hereto as Exhibit "A" upon execution of this Agreement. Such property includes, but is not limited to, buses, vans, vehicles, equipment, tools, furnishings, real property, bus maintenance facility and work force housing units.

9. Mediation and Arbitration.

Any controversy or claim arising out of or relating to this Agreement or breach thereof, shall first be submitted to mediation upon the written request of any Party and conducted by one (1) neutral mediator. If the Parties are unable to select a mediator, then selection shall follow the procedure published by the American Arbitration Association Commercial Mediation Rules. Mediation shall be held in Blaine County. This Agreement to mediate and any other agreement or consent to mediate entered into in accordance with this Agreement shall be specifically enforceable under the prevailing law of Idaho. Each party shall bear its own costs and the parties shall split equally the cost and expenses of the mediator. In the event that the parties are unable to resolve their disagreements through mediation, the parties agree to arbitrate the matter pursuant to the rules of and with the American Arbitration Association, or another mutually acceptable arbitrator.

10. Execution and Effect.

Upon execution of this Agreement by Ketchum and Sun Valley, the "Agreement Extending the Ketchum-Sun Valley Public Transit Authority" dated December 11, 2003, and the "Agreement by Ketchum, Sun Valley, Bellevue and Blaine County", and the "Amended Agreement of the Ketchum-Sun Valley Transit Authority" dated January 31, 2006, and the "Extension of Amended Agreement of the Ketchum-Sun Valley Public Transit Authority (Renamed in 2007 to to "Mountain Rides Transportation Authority") to Provide Multimodal Public Transportation Services in Blaine County", recorded with the Blaine County Recorder on September 28, 2011, shall be deemed cancelled and replaced by this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

11. Amendment.

This Agreement may only be amended upon the approval of a majority of the Parties. To be effective, any such amendment shall be in writing signed by the Chair of the Board certifying that such amendment had been approved by majority vote of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the duly-authorized representatives this 1, 11, 16, 23, 21 day of SEPTEMBER, 2015.



CITY OF KETCHUM

By: [Signature]
Mayor

Date: 9.11.15

ATTEST:

[Signature]
City Clerk



CITY OF SUN VALLEY

By: [Signature]
Mayor

Date: 9/16/15

ATTEST:

[Signature]
City Clerk



CITY OF HAILEY

By: [Signature]
Mayor

Date: 9/23/15

ATTEST:

[Signature]
City Clerk

CITY OF BELLEVUE

By: [Signature]
Mayor

Date: 9/21/15

ATTEST:

Narathy L Boston
City Clerk



BLAINE COUNTY COMMISSIONERS

By: James J. Gray
Date: 9.1.15

By: Angela McCarty
Date: 9/1/15

By: Absent
Date: _____



ATTEST
JoLynn Drage
JoLynn Drage
Blaine County Clerk

CITY OF BELLEVUE, IDAHO

RESOLUTION NO. 23-18

RESOLUTION OF THE CITY OF BELLEVUE, IDAHO, AUTHORIZING THE MAYOR TO SIGN A CONTRACT FOR PUBLIC TRANSPORTATION SERVICES WITH MOUNTAIN RIDES TRANSPORTATION AUTHORITY FOR FISCAL YEAR 2024

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

The City of Bellevue, Idaho, currently contracts with Mountain Rides Transportation Authority for public transportation services.

The Common Council wishes to have Mountain Rides Transportation Authority provide public transportation services to the community in Fiscal Year 2024.

The Mayor is hereby authorized to execute a contract for services with Mountain Rides Transportation Authority on behalf of said City.

PASSED by the Bellevue Common Council and signed by the Mayor this 28th day of August 2023.

Mayor

ATTEST:

Interim City Clerk

CONTRACT FOR SERVICES

Mountain Rides Transportation Authority

THIS CONTRACT FOR SERVICES (“Contract”) is made and entered as of September 15, 2023, by and between the **City of Bellevue, Idaho**, a municipal corporation (“City”) and **Mountain Rides Transportation Authority** (“Mountain Rides”), an Idaho Transportation Authority, formed and existing pursuant to a Joint Powers Agreement duly executed, extended, and recorded as Instrument #629888 in Blaine County, Idaho (recorded 9/29/15). This Contract is hereby entered in contemplation of the following findings:

FINDINGS

1. The City of Bellevue is a municipal corporation duly organized and existing under the law of the State of Idaho §50-101 et seq.
2. Mountain Rides is an Idaho Transportation Authority formed and existing pursuant to a Joint Powers Agreement duly executed and recorded as Instrument #629888 in Blaine County, Idaho.
3. Pursuant to Idaho Code §50-301 and §50-302, the City is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City and its trade, commerce, and industry. Accordingly, the City has the power as conferred by the State of Idaho to provide directly for certain promotional activities to enhance the trade, commerce, industry, and economic wellbeing of the City.
4. Mountain Rides provides an efficient and responsive public transit system which is easily identifiable, is coordinated in a manner to encourage ease of ridership, is charged with planning, and implementing multi-modal transportation technologies, when feasible, and will seek reducing congestion and pollution associated with individual vehicular trips within the City and throughout Blaine County.
5. Mountain Rides’ mission is to establish, implement, maintain, fund, and operate a comprehensive public transportation system by motor buses, vans, or other appropriate means, including but not limited to multi-modal transportation systems, on a scheduled or unscheduled and charter basis throughout Blaine County for the benefit of the inhabitants and visitors in Blaine County.
6. Mountain Rides has faithfully and diligently carried out its mission to provide services that promote and enhance the trade, commerce, and industry of the City. It is in the best interests of the public health, welfare, and prosperity of the City to provide regional transportation services.
7. It is the intention of the City to contract with Mountain Rides to provide such services for consideration as hereinafter set forth.
8. Mountain Rides desires to enter into a contract with the City to provide transportation services as hereinafter set forth.

NOW, THEREFORE, based on the foregoing Findings, the parties agree as follows:

1. Services to be Provided by Mountain Rides. Mountain Rides hereby agrees to provide transportation services for the City and to provide public transportation services to residents and visitors to the City and the Mountain Rides service area, within the confines of the Mountain Rides budget. Mountain Rides' FY2024 Service Plan is summarized in Exhibit A. Mountain Rides agrees that it shall provide, at its sole expense, all costs of labor, materials, supplies, business overhead and financial expenses, insurance, fidelity bonds, and all necessary equipment and facilities required to provide the transportation services as set forth in this Contract.
2. Term. The term of this Contract shall commence October 1, 2023, and terminate September 30, 2024.
3. Consideration.
 - a. In consideration for providing the services described herein, the City agrees to pay to Mountain Rides the total sum of TWELVE THOUSAND DOLLARS (\$12,000), payable in a single installment on November 17, 2023. Thirty (30) days in advance of the due date, Mountain Rides will provide the City an invoice annotating the amount due. The City shall pay Mountain Rides the amount set forth in such invoice no later than thirty (30) days after the date of such invoice.
 - b. The City's contribution to Mountain Rides is part of Mountain Rides FY2024 Operating Budget to be adopted by the Mountain Rides Board on September 20, 2023. Mountain Rides FY2024 Operating Budget is summarized in the attached Exhibit B.
 - c. In consideration and as part of this Contract, and upon request, Mountain Rides will provide to Bellevue City Council, on or after April 15, 2024, via presentation at a City Council meeting, a mid-year Report including activities, ridership, financial conditions, and other information describing the then-current condition of the transportation system. In addition, Mountain Rides will provide a budget request and, if requested, a report coincident with the City's budget deliberations for fiscal year 2025.
4. Termination. The City, at its sole discretion, may terminate, with or without cause, this Contract upon one-hundred-eighty (180) days prior written notice to Mountain Rides. In the event of such termination, the City shall make all payments due to Mountain Rides through the end of the 180-day notice period and thereafter shall have no further responsibility to make any payment to Mountain Rides under this Contract. Mountain Rides, in its sole discretion, shall adjust services as may be necessitated as a result of any termination of this Contract.
5. Equal Employment Opportunity. Mountain Rides covenants that it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.
6. Default. In the event either party fails to perform its responsibilities, as set forth in this Contract during the contract term, this Contract may, at the option of the non-defaulting party, be terminated. Upon termination under this paragraph, Mountain Rides, in the event it intentionally breaches its responsibilities, shall not be entitled to receive any unpaid installments of the consideration called for in paragraph 3 of the Contract.
7. Independent Contractor Status. The parties acknowledge and agree that Mountain Rides shall provide its services for the fee specified herein in the status of independent contractor, and not as an employee of the City. Mountain Rides and its agents, employees, and volunteers shall not accrue leave, retirement, insurance, bonding, or any other benefit afforded to employees of the City. The sole interest and responsibility of the City under this Contract is to assure itself that the services covered by this Contract shall be performed and rendered by Mountain Rides in a competent, efficient, and satisfactory manner.
8. Hold Harmless. Any contractual obligation entered into or assumed by Mountain Rides, or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of Mountain Rides' obligations pursuant to this Contract shall be the sole responsibility of Mountain Rides, and Mountain Rides covenants and agrees to indemnify and hold the City harmless from any and all claims or causes of action arising out of Mountain Rides' activities and obligations as set forth hereinabove, including, but not limited to, personal injury, property damage, and employee complaints.

9. Non-Assignment. This Contract may not be assigned by or transferred by Mountain Rides, in whole or in part, without the prior written consent of the City.

10. Miscellaneous Provisions.

- a. Paragraph Headings. The headings in this Contract 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 Contract or any of the provisions of the Contract.
- b. Provision Severable. Every provision of this Contract is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.
- c. Rights and Remedies are Cumulative. The rights and remedies provided by this Contract are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Contract are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
- d. Successor and Assigns. This Contract and the terms and provision hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.
- e. Entire Contract. This Contract contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.
- f. Governing Law. This Contract shall be construed in accordance with the laws of the State of Idaho.
- g. Preparation of Contract. No presumption shall exist in favor of or against any party to this Contract as a result of the drafting and preparation of the document.
- h. No Waiver. No waiver of any breach by either party of the terms of this Contract shall be deemed a waiver of any subsequent breach of the Contract.
- i. Amendment. No amendment of this Contract shall be effective unless the amendment is in writing, signed by each of the parties.

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year first written above.

MOUNTAIN RIDES TRANSPORTATION AUTHORITY

CITY OF BELLEVUE



Wallace E. Morgus, Executive Director

, Mayor

ATTEST:

, City Clerk

EXHIBIT A

Mountain Rides FY2024 Service Plan



Service	Service Hours	Notes
Blue	11,895.0 hours	Mon - Sun: 7:00am - 12:30am
Valley	15,852.0 hours	Sun - Fri: 6:00am - 12:30am; Sat: 6:00am - 1:00am
Hailey	2,322.0 hours	Mon - Fri: 8:00am - 5:00pm
Red	1,687.0 hours	Nov 23, 2023 - Apr 14, 2024: 8:30am - 5:00pm daily; Summer Music Festival (15 days): 4:00pm - 8:00pm
Bronze	1,024.0 hours	Dec 9, 2023 - Apr 14, 2024: 8:30am - 4:30pm
Silver	2,323.0 hours	Nov 23, 2023 - Apr 14, 2024: 8:00am - 6:30pm; June 29, 2024 - Sep 8, 2024: 9:00am - 5:30pm (plus 5 Wk)
Gold	963.0 hours	Dec 9, 2023 - Mar 24, 2024: 8:00am - 5:00pm
Total	36,066.0 hours	

EXHIBIT B
Mountain Rides FY2024 Operating Budget



	FY24 Budget
Income	
Total 41000 · Federal Funding	\$ 2,077,012
Total 42000 · State Funding	-
Total 43000 · Local Funding	1,988,110
Total 44000 · Fares	200,000
Total 45000 · Other Revenue	90,000
Total 47000 · Private Donations	1,000
48000 - Transfer from Housing Fund	10,000
49000 · Interest Income	3,000
50000 · Excess Operating Funds	100,000
Total Income	\$ 4,469,122
Expenses	
Total 51000 · Payroll Expenses	\$ 3,146,550
Total 52000 · Insurance Expense	194,244
Total 53000 · Professional Fees	39,000
Total 54000 · Equipment/Tools	13,000
Total 55000 · Rent and Utilities	35,000
Total 56000 · Supplies	34,000
Total 57000 · Repairs and Maintenance	53,000
Total 58000 · Communications	45,300
Total 59000 · Travel and Training	33,950
Total 60000 · Business Expenses	16,200
Total 61000 · Advertising	39,409
Total 62000 · Marketing and Promotion	22,000
Total 63000 · Printing and Reproduction	19,000
64000 · Fuel Expense	500,000
Total 65000 · Vehicle Maintenance	187,500
69500 · Contribution to Fund Balance	90,969
Total Expenses	\$ 4,469,122
Net Surplus (Deficit)	\$ -