



AGENDA

Agendas may be amended

JOIN ZOOM MEETING:

<https://us02web.zoom.us/j/6273122357?pwd=ekFEckpSQUF6RnVFUFpGYWNjd29Zdz09&omn=88398259752>

MEETING ID: 627 312 2357

PASSCODE: 606XKf

ONE TAP MOBILE

+1-253-215-8782 US (Tacoma)

+1-346-248-7799 US (Houston)

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

CALL TO ORDER**ROLL CALL****1. NOTICE OF AGENDA COMPLIANCE (PER IDAHO CODE **§74-204**): ACTION ITEM**

*Finding that the regular meeting notice and agenda were posted in accordance with Idaho Code **§74-204** within forty-eight (48) hours prior to the meeting at: The City of Bellevue City Hall, Post Office, and on the City's website on June 17, 2025. Suggested Motion: Move that the notice for the June 23, 2025, meeting was completed in accordance with Idaho Code, Section §74-204.)*

2. CALL FOR CONFLICT (AS OUTLINED IN IDAHO CODE **§74-404): ACTION ITEM****3. MAYOR AND COUNCIL REPORT****4. CONSENT AGENDA: ACTION ITEMS**

- a. Approval of Claims June 10, through June 23, 2025: Shelly Shoemaker, Treasurer
- b. Ratification of the Mayor's signature on a Letter of Support for Mountain Rides application for Low or No emission Grant Program

5. PUBLIC HEARING: ACTION ITEM (CONTINUED FROM MAY 27, 2025)**LLA-25-01 – TBD Lewis Lane – Judy & Keith Meyers**

An application for a lot line adjustment for Lots 1-6, Block 96 of the Bellevue Townsite Original Plat. The proposed lot line adjustment will reconfigure the existing six (6) parcels into three (3) parcels and include a request for waivers from code requirements: Brian Parker, Community Development Director | **ACTION ITEM**

6. PRESENTATION: Wastewater Facility Project Status Report: Chris Johnson, Public Works Director**7. NEW BUSINESS**

- a. Consideration of Resolution No. 25-17 authorizing the Mayor to execute a consultant agreement for professional services with Great West Engineering for Wastewater Facility Project Management Assistance: Christina Giordani, Mayor | **ACTION ITEM**

**In compliance with the American with Disabilities Act, individuals needing special accommodations during this meeting should notify the City of Bellevue, 115 East Pine Street, Bellevue, Idaho 83313, or phone number 208-788-2128 ext. 4, at least twenty-four (24) hours prior to the meeting.

**De conformidad con la Ley de Estadounidenses con Discapacidades, las personas que necesiten adaptaciones especiales durante esta reunión deben notificar a la ciudad de Bellevue, 115 East Pine Street, Bellevue, Idaho 83313, o al número de teléfono 208-788-2128 ext. 4, al menos veinticuatro (24) horas antes de la reunión.

- b. Consideration of Resolution No. 25-16, a Resolution by the City of Bellevue Limiting the Acceptance of New Applications for Sewer Permits to those Property Owners Holding a Current Building Permit Until Wastewater Collection and Treatment Shall have Adequate and Satisfactory Capacity to Receive, Handle, Treat, and Dispose of the City's Sewage: Christina Giordani, Mayor | **ACTION ITEM**
- c. Consideration of Resolution No. 25-18 adding members to the Bellevue Events Committee: Christina Giordani, Mayor | **ACTION ITEM**
- d. Consideration of Resolution No. 25-19 establishing a Transportation Advisory Committee: Brian Parker, Community Development Director | **ACTION ITEM**
- e. Consideration of Resolution No. 25-20 authorizing the Mayor to execute the renewal of a contract for services with Mountain Rides Transportation Authority for Public Transit System Services: Shelly Shoemaker, Treasurer | **ACTION ITEM**

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

9. **ADJOURNMENT: ACTION ITEM**

**If you would like to submit written comment on a public hearing agenda item: Submit your comments to aphelps@bellevueidaho.us. for adequate consideration, please submit no later than noon on the day of the meeting.*



AGENDA

El orden del día podrá ser modificado

ÚNASE A LA REUNIÓN DE ZOOM:

<https://us02web.zoom.us/j/6273122357?pwd=ekFEckpSQUF6RnVFUFpGYWNjd29Zdz09&omn=88398259752>

ID DE REUNIÓN: 627 312 2357

CÓDIGO DE ACCESO: 606XKF

MÓVIL CON UN TOQUE

+1-253-215-8782 EE. UU. (Tacoma)

+1-346-248-7799 EE. UU. (Houston)

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

LLAMADA AL ORDEN

PASE DE LISTA

1. **AVISO DE CUMPLIMIENTO DE LA AGENDA (SEGÚN EL CÓDIGO DE IDAHO §74-204): ELEMENTO DE ACCIÓN**

*Determinar que el aviso y la agenda de la reunión regular se publicaron de acuerdo con el Código de Idaho §74-204 dentro de las cuarenta y ocho (48) horas anteriores a la reunión en: El Ayuntamiento de la Ciudad de Bellevue, la Oficina de Correos y en el sitio web de la Ciudad el 17 de junio de 2025. **Moción sugerida:** Presentar una moción para que el aviso para la reunión del 23 de junio de 2025 se complete de acuerdo con el Código de Idaho, Sección §74-204.*

2. **LLAMADA PARA CONFLICTO (COMO SE DESCRIBE EN EL CÓDIGO DE IDAHO §74-404): ELEMENTO DE ACCIÓN**

3. **INFORME DEL ALCALDE Y DEL CONCEJO**

4. **ORDEN DEL DÍA CONVENIDO: PUNTOS DE ACCIÓN**

- a. Aprobación de reclamaciones del 10 al 23 de junio de 2025: Shelly Shoemaker, Tesorera
- b. Ratificación de la firma del Alcalde en una Carta de Apoyo para la Solicitud de Mountain Rides para el Programa de Subvención de Bajas o Cero Emisiones

5. **AUDIENCIA PÚBLICA: PUNTO DE ACCIÓN (CONTINUACIÓN DESDE EL 27 DE MAYO DE 2025)**

LLA-25-01 - TBD Lewis Lane - Judy y Keith Meyers

Una solicitud para un ajuste de línea de lote para los lotes 1-6, manzana 96 del plano original de Bellevue Townsite. El ajuste propuesto de la línea de lote reconfigurará las seis (6) parcelas existentes en tres (3) parcelas e incluirá una solicitud de exenciones de los requisitos del código: Brian Parker, Director de Desarrollo Comunitario | **ELEMENTO DE ACCIÓN**

6. **PRESENTACIÓN:** Informe de Estado del Proyecto de la Instalación de Aguas Residuales: Chris Johnson, Director de Obras Públicas

7. **NUEVOS NEGOCIOS**

- a. Consideración de la Resolución No. 25-17 que autoriza al Alcalde a ejecutar un acuerdo de consultoría para servicios profesionales con Great West Engineering para la Asistencia de

**En cumplimiento con la Ley de Estadounidenses con Discapacidades, las personas que necesiten adaptaciones especiales durante esta reunión deben notificar a la Ciudad Bellevue, 115 East Pine Street, Bellevue, Idaho 83313, o al número de teléfono 208-788-2128 ext. 4, al menos veinticuatro (24) horas antes de la reunión.

**De conformidad con la Ley de Estadounidenses con Discapacidades, las personas que necesiten adaptaciones especiales durante esta reunión deben notificar a la ciudad de Bellevue, 115 East Pine Street, Bellevue, Idaho 83313, o al número de teléfono 208-788-2128 ext. 4, al menos veinticuatro (24) horas antes de la reunión.

Gestión de Proyectos de Instalaciones de Aguas Residuales: Christina Giordani, Alcaldesa |

ELEMENTO DE ACCIÓN

- b. Consideración de la Resolución No. 25-16, una resolución de la Ciudad de Bellevue que limita la aceptación de nuevas solicitudes de permisos de alcantarillado a aquellos propietarios que tengan un permiso de construcción vigente hasta que la recolección y el tratamiento de aguas residuales tengan la capacidad adecuada y satisfactoria para recibir, manejar, tratar y eliminar las aguas residuales de la ciudad: Christina Giordani, Alcaldesa | **ELEMENTO DE ACCIÓN**
- c. Consideración de la Resolución No. 25-18 que agrega miembros al Comité de Eventos de Bellevue: Christina Giordani, Alcaldesa | **ELEMENTO DE ACCIÓN**
- d. Consideración de la Resolución No. 25-19 que establece un Comité Asesor de Transporte: Brian Parker, Director de Desarrollo Comunitario | **ELEMENTO DE ACCIÓN**
- e. Consideración de la Resolución No. 25-20 que autoriza al Alcalde a ejecutar la renovación de un contrato de servicios con la Autoridad de Transporte de Mountain Rides para Servicios del Sistema de Transporte Público: Shelly Shoemaker, Tesorera | **ELEMENTO DE ACCIÓN**

8. **COMENTARIO PÚBLICO:** PARA TEMAS DE INTERÉS QUE NO ESTÁN EN LA AGENDA – (LOS COMENTARIOS ESTÁN LIMITADOS A 3 MINUTOS)

9. **APLAZAMIENTO: PUNTO DE ACCIÓN**

**Si desea enviar comentarios por escrito sobre un tema de la agenda de una audiencia pública: Envíe sus comentarios a aphelps@bellevueidaho.us. para su adecuada consideración, envíelos a más tardar al mediodía del día de la reunión.*

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Invoice	Seq	Type	Description	Invoice Date	Total Cost	GL Account	GL Account Description
Total Hailey Paint & Supply (1400):							
510.00							
Idaho Lumber (1580)							
33154	1	Invoice	Supplies	06/12/2025	34.21	100-10-52090	Supplies
Total Idaho Lumber (1580):							
34.21							
Idaho Mountain Express (1590)							
10001401-6	1	Invoice		05/31/2025	.00	100-03-52060	Publishing
12690774	1	Invoice	Legal ordinance #2025-03	05/21/2025	30.36	100-03-52060	Publishing
12690775	1	Invoice	Legal ordinance #2025-04	05/21/2025	46.92	100-03-52060	Publishing
Total Idaho Mountain Express (1590):							
77.28							
L.L. Green's Hardware (1900)							
D84003	1	Invoice	Grass seed	06/16/2025	78.98	200-20-52090	Supplies
Total L.L. Green's Hardware (1900):							
78.98							
Les Schwab (1970)							
11700942412	1	Invoice	Loader Tires	05/31/2025	3,052.15	100-10-51167	R & M - Autos
11700942412	2	Invoice	Loader Tires	05/31/2025	3,052.15	200-20-51167	R & M - Autos
11700942412	3	Invoice	Loader Tires	05/31/2025	3,052.16	300-30-51167	R & M - Autos
Total Les Schwab (1970):							
9,156.46							
Lhtact2 (1990)							
T26425RM-2	1	Invoice	Roadway Materials Training/Tracy	06/09/2025	80.00	100-10-52120	Training & Meetings
Total Lhtact2 (1990):							
80.00							
Lunceford Excavation, Inc. (2030)							
17860	1	Invoice	6th & Ash - Copper service line leak between main line & meter	06/05/2025	3,379.01	200-20-51160	Repairs & Maintenance (Gen
17861	1	Invoice	108 7th St. - Copper service line leak between the main line & meter	06/05/2025	2,586.93	200-20-51160	Repairs & Maintenance (Gen
Total Lunceford Excavation, Inc. (2030):							
5,965.94							
Napa Auto Parts (2260)							
225512	1	Invoice	Floor Dry	06/03/2025	28.98	100-09-52090	Supplies

Invoice	Seq	Type	Description	Invoice Date	Total Cost	GL Account	GL Account Description
			Total Napa Auto Parts (2260):		28.98		
			Ohio Gulch Transfer Station (2350)				
00324990	1	Invoice	Water pipe disposal	06/12/2025	38.40	200-20-51160	Repairs & Maintenance (Gen)
			Total Ohio Gulch Transfer Station (2350):		38.40		
			Oxarc (2390)				
0062051623	1	Invoice	Oxygen & Acetylene	05/31/2025	9.61	100-10-52090	Supplies
			Total Oxarc (2390):		9.61		
			Pitney Bowes Global Financial Services (2520)				
3320906688	1	Invoice	Lease - Postage Equipment - 5/3/25 - 8/2/25	06/14/2025	192.30	100-01-51180	Office Equipment Rental/Repair
			Total Pitney Bowes Global Financial Services (2520):		192.30		
			Ranchers Supply (2670)				
26301/1	1	Invoice	Grass Seed	06/12/2025	47.99	200-20-52090	Supplies
			Total Ranchers Supply (2670):		47.99		
			Sawtooth Plumbing & Heating, Inc. (2900)				
47762	1	Invoice	Water repair - 108 N. 7th St.	06/05/2025	514.00	200-20-51160	Repairs & Maintenance (Gen)
			Total Sawtooth Plumbing & Heating, Inc. (2900):		514.00		
			Shelamer, Michael (2950)				
061025	1	Invoice	Per Diem - Training in Pocatello - 6/10/25 - 6/12/25	06/12/2025	170.00	100-08-52120	Training & Meetings
			Total Shelamer, Michael (2950):		170.00		
			South Valley Storage Company LLC (3060)				
053125	1	Invoice	June Rent - Unit #F-13	06/01/2025	63.00	100-01-52085	Storage
			Total South Valley Storage Company LLC (3060):		63.00		
			Spronk Water Engineers, Inc. (3080)				
WRV03-23	1	Invoice	BWGWMA Technical Working Group Mtg. 5/14/25 - split 4 ways	06/14/2025	153.12	200-20-51070	Conjunctive Management

Invoice	Seq	Type	Description	Invoice Date	Total Cost	GL Account	GL Account Description
Total Spronk Water Engineers, Inc. (3080):							
153.12							
Thatcher Company (3270)							
2025100107	1	Invoice	Chlorine & Cylinder Deposit	05/23/2025	9,891.94	300-30-52090	Supplies
2025100900	1	Invoice	Credit - returned cylinders	06/10/2025	3,150.00-	300-30-52090	Supplies
2025100900	1	Invoice	Credit - returned cylinders	05/29/2025	3,150.00-	300-30-52090	Supplies
Total Thatcher Company (3270):							
3,591.94							
Valley Wide Cooperative (3510)							
88912/9	1	Invoice	Tube cutter	06/02/2025	20.99	200-20-52080	Small Tools & Equipment
88967/9	1	Invoice	Bolts for hydrant	06/03/2025	5.51	200-20-51160	Repairs & Maintenance (Gen
J65332	1	Invoice	Fuel - Card #3816394	06/03/2025	76.67	100-05-51110	Fuel
H81210	1	Invoice	Fuel - Card #3816395	06/04/2025	47.64	100-05-51110	Fuel
88992/9	1	Invoice	Hose for sprinkler by the Library	06/04/2025	68.04	100-09-52090	Supplies
H81209	1	Invoice	Fuel - Card #3816395	06/04/2025	66.23	100-05-51110	Fuel
H81233	1	Invoice	Fuel - Card #3816393	06/04/2025	48.25	100-05-51110	Fuel
089051/9	1	Invoice	Screwdriver set & adhesive	06/05/2025	39.48	100-10-52090	Supplies
Total Valley Wide Cooperative (3510):							
372.81							
Water Dynamics, LLC dba Magic Valley Lab (3560)							
35089	1	Invoice	Coliform, Nitrate, Nitrite, Phosphorus	05/27/2025	2,021.00	300-30-52110	Test Samples - Water & Sewer
35088	1	Invoice	Drinking Water Samples	05/27/2025	189.00	200-20-52110	Test Samples - Water & Sewer
Total Water Dynamics, LLC dba Magic Valley Lab (3560):							
2,210.00							
White Cloud Communications, Inc. (3650)							
108889	1	Invoice	Quad voice radios, chargers & programming	06/03/2025	1,020.00	100-05-57000	Safety Equipment
Total White Cloud Communications, Inc. (3650):							
1,020.00							
Grand Totals:							
62,283.89							

Report GL Period Summary

Vendor number hash: 0
Vendor number hash - split: 0

City of Bellevue
Hosted Live 3.11.2025

Invoice Register - Claims by Dept
Input Dates: 6/1/2025 - 6/30/2025

Page: 1
Jun 17, 2025 01:46PM

Name	Invoice	Seq	Type	Description	Invoice Date	Total Cost	GL Account	GL Account Description
100-01								
Caselle, Inc.	INV-06758	1	Invoice	Contract Support & Maintenance - 7/1/25 - 7/31/25	06/01/2025	792.33	100-01-51062	Computers - Software & Subsci
Allington, Frederick	062325	1	Invoice	Monthly Payment - June	06/11/2025	1,854.00	100-01-51145	Legal - Prosecuting Attorney
Pitney Bowes Global Financial Se	3320906688	1	Invoice	Lease - Postage Equipment - 5/3/25 - 8/2/25	06/14/2025	192.30	100-01-51180	Office Equipment Rental/Repair
South Valley Storage Company LL	053125	1	Invoice	June Rent - Unit #F-13	06/01/2025	63.00	100-01-52085	Storage
Total 100-01:						2,901.63		
100-03								
Idaho Mountain Express	10001401-6	1	Invoice		05/31/2025	.00	100-03-52060	Publishing
Idaho Mountain Express	12690774	1	Invoice	Legal ordinance #2025-03	05/21/2025	30.36	100-03-52060	Publishing
Idaho Mountain Express	12690775	1	Invoice	Legal ordinance #2025-04	05/21/2025	46.92	100-03-52060	Publishing
Total 100-03:						77.28		
100-05								
AFBA	AFBELLE-87	1	Invoice	Life Insurance - May & June	06/05/2025	160.00	100-05-50014	Insurance - Life
Valley Wide Cooperative	J65332	1	Invoice	Fuel - Card #3816394	06/03/2025	76.67	100-05-51110	Fuel
Valley Wide Cooperative	H81210	1	Invoice	Fuel - Card #3816395	06/04/2025	47.64	100-05-51110	Fuel
Valley Wide Cooperative	H81209	1	Invoice	Fuel - Card #3816395	06/04/2025	66.23	100-05-51110	Fuel
Valley Wide Cooperative	H81233	1	Invoice	Fuel - Card #3816393	06/04/2025	48.25	100-05-51110	Fuel
White Cloud Communications, Inc	108889	1	Invoice	Quad voice radios, chargers & programming	06/03/2025	1,020.00	100-05-57000	Safety Equipment
Total 100-05:						1,418.79		
100-08								
Alvarado Enterprises,LLC dba Dic	95582	1	Invoice	Air conditioner unit went out - PD3300	06/05/2025	902.25	100-08-51167	R & M - Autos
Shelamer, Michael	061025	1	Invoice	Per Diem - Training in Pocatello - 6/10/25 - 6/12/25	06/12/2025	170.00	100-08-52120	Training & Meetings
Total 100-08:						1,072.25		
100-09								
Napa Auto Parts	225512	1	Invoice	Floor Dry	06/03/2025	28.98	100-09-52090	Supplies
Valley Wide Cooperative	88992/9	1	Invoice	Hose for sprinkler by the Library	06/04/2025	68.04	100-09-52090	Supplies
Total 100-09:						97.02		
100-10								
Les Schwab	11700942412	1	Invoice	Loader Tires	05/31/2025	3,052.15	100-10-51167	R & M - Autos
Hailey Paint & Supply	14637	1	Invoice	Paint for Streets	05/05/2025	510.00	100-10-52090	Supplies
Idaho Lumber	33154	1	Invoice	Supplies	06/12/2025	34.21	100-10-52090	Supplies

Name	Invoice	Seq	Type	Description	Invoice Date	Total Cost	GL Account	GL Account Description
Oxarc	0062051623	1	Invoice	Oxygen & Acetylene	05/31/2025	9.61	100-10-52090	Supplies
Valley Wide Cooperative	089051/9	1	Invoice	Screwdriver set & adhesive	06/05/2025	39.48	100-10-52090	Supplies
Lhtact2	T26425RM-2	1	Invoice	Roadway Materials Training/Tracy	06/09/2025	80.00	100-10-52120	Training & Meetings
Total 100-10:							3,725.45	
200-20								
Caselle, Inc.	INV-06758	2	Invoice	Contract Support & Maintenance - 7/1/25 - 7/31/25	06/01/2025	792.34	200-20-51062	Computers - Software
Spronk Water Engineers, Inc.	WRV03-23	1	Invoice	BWGWMA Technical Working Group Mtg. 5/14/25 - spli	06/14/2025	153.12	200-20-51070	Conjunctive Management
Lunceford Excavation, Inc.	17860	1	Invoice	6th & Ash - Copper service line leak between main line	06/05/2025	3,379.01	200-20-51160	Repairs & Maintenance (Gen
Lunceford Excavation, Inc.	17861	1	Invoice	108 7th St. - Copper service line leak between the mai	06/05/2025	2,586.93	200-20-51160	Repairs & Maintenance (Gen
Ohio Gulch Transfer Station	00324990	1	Invoice	Water pipe disposal	06/12/2025	38.40	200-20-51160	Repairs & Maintenance (Gen
Sawtooth Plumbing & Heating, Inc	47762	1	Invoice	Water repair - 108 N. 7th St.	06/05/2025	514.00	200-20-51160	Repairs & Maintenance (Gen
Valley Wide Cooperative	88967/9	1	Invoice	Bolts for hydrant	06/03/2025	5.51	200-20-51160	Repairs & Maintenance (Gen
Les Schwab	11700942412	2	Invoice	Loader Tires	05/31/2025	3,052.15	200-20-51167	R & M - Autos
Ferguson Waterworks	0926606	1	Invoice	Stk Pump, battery & charger	06/12/2025	704.90	200-20-52080	Small Tools & Equipment
Valley Wide Cooperative	88912/9	1	Invoice	Tube cutter	06/02/2025	20.99	200-20-52080	Small Tools & Equipment
L.L. Green's Hardware	D84003	1	Invoice	Grass seed	06/16/2025	78.98	200-20-52090	Supplies
Ranchers Supply	26301/1	1	Invoice	Grass Seed	06/12/2025	47.99	200-20-52090	Supplies
Water Dynamics, LLC dba Magic	35088	1	Invoice	Drinking Water Samples	05/27/2025	189.00	200-20-52110	Test Samples - Water & Sewer
Clear Creek Disposal	0001815554	1	Invoice	Water Tower	05/28/2025	98.76	200-20-52146	Utilities - Trash/Toilet/Recyc
Dusty's Electric, Inc.	17588	1	Invoice	Variable Frequency Drive replacement	05/30/2025	13,766.42	200-20-58120	Construction & Improvement
Total 200-20:							25,428.50	
300-30								
Caselle, Inc.	INV-06758	3	Invoice	Contract Support & Maintenance - 7/1/25 - 7/31/25	06/01/2025	792.33	300-30-51062	Computers - Software & Su
Les Schwab	11700942412	3	Invoice	Loader Tires	05/31/2025	3,052.16	300-30-51167	R & M - Autos
Thatcher Company	2025100107	1	Invoice	Chlorine & Cylinder Deposit	05/23/2025	9,891.94	300-30-52090	Supplies
Thatcher Company	2025100900	1	Invoice	Credit - returned cylinders	06/10/2025	3,150.00	300-30-52090	Supplies
Thatcher Company	2025100900	1	Invoice	Credit - returned cylinders	05/29/2025	3,150.00	300-30-52090	Supplies
Water Dynamics, LLC dba Magic	35089	1	Invoice	Coliform, Nitrate, Nitrite, Phosphorus	05/27/2025	2,021.00	300-30-52110	Test Samples - Water & Sewer
Dusty's Electric, Inc.	17468	1	Invoice	ICRMP Insurance Claim	05/31/2025	17,583.05	300-30-58120	Construction & Improvement
Ferguson Waterworks	0921645	1	Invoice	ICRMP Insurance Claim	06/02/2025	522.49	300-30-58120	Construction & Improvement
Total 300-30:							27,562.97	
Grand Totals:							62,283.89	

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June 9, 2025

Mr. Bruce Robinson
Federal Transit Administration
Office of Program Management
1200 New Jersey Avenue, S.E.
Washington, DC 20590

Re: FY2025 Low or No Emission Grant Program

Dear Mr. Robinson:

I am writing in support of Mountain Rides' application seeking funding for three (3) battery-electric buses and charging equipment under the FY2025 Low or No Emission Grant Program available through a competitive grant application process. The City of Bellevue supports Mountain Rides' application for funding and encourages you to view it favorably.

The City of Bellevue views public transportation as strategic in energizing and supporting the economy and enhancing the quality of life for our local families. As such, the City makes significant investments in Mountain Rides through annual appropriations of local funding. Mountain Rides serves residents, commuters, visitors, and families and is supported through regional cooperation. Replacing aging diesel buses with new battery-electric models will benefit the health, vitality, and environment of our community, while, at the same time, minimizing the total cost associated with owning and operating our fleet of transit buses.

Sustainability and energy conservation are core values of the City. Battery-electric buses in our local public transportation system reinforce and animate these values. With a strong sustainability movement locally, we anticipate that the continuing transition of the Mountain Rides' fleet to battery-electric buses will be well-received and stimulate increased transit ridership in our community, while, at the same time, minimizing the total cost associated with owning and operating our fleet of transit buses.

Thank you for considering Mountain Rides' application and its continuing evolution to a cleaner, more sustainable, zero-emissions fleet for the public transportation system serving Bellevue and the Wood River Valley. This funding opportunity is central to success for Mountain Rides and our community.

Sincerely,

A handwritten signature in blue ink, appearing to read "Christina Giordani".

Christina Giordani
Mayor

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Memorandum

To: **Bellevue Common Council**

From: **Brian Parker, Community Development Director**

Re: **LLA-25-01 – Additional Documentation**

Date: **June 23, 2025**

Background

At their regularly scheduled April 28, 2025 meeting, the Bellevue Common Council voted to open and continue the public hearing on the subject application to the May 12, 2025 meeting. The public hearing was subsequently continued to May 27, 2025, then to June 23, 2025. At the May 27, 2025 meeting, the Council requested additional information regarding the evidence received stating that the applicant had conducted unpermitted stream channel alteration and the status of the appraisal of the area identified as Lot 1A and the potential for an option to purchase agreement between the owner and the Wood River Land Trust.

Unpermitted Stream Channel Alteration

The documentation received by staff from Project Bigwood is attached. Idaho Department of Water Resources staff verified that no additional documentation is available at this time. Based on the uncertainty of the type, location, and quality of the fill placed, Staff is recommending the following condition of approval be added (if the Council votes to approve the subject application):

8. Prior to the submittal of a final plat application, the applicant shall submit a revised preliminary plat with a note stating “Fill of unknown origin was placed on Lot 1A. Any building permit application for Lot 1A is required to be accompanied by a geotechnical report.”

This condition of approval has been included in the updated Staff Report.

Appraisal

The appraisal has not been received to date.

Recommendation and Next Steps

The Planning & Zoning Commission’s recommendation, along with conditions of approval as appropriate based on information received to date is included in the Staff Report for this application.

Enclosures

1. Idaho Department of Water Resources Notice of Violation, dated May 9, 2006
2. Updated Staff Report
3. All other materials from the May 27, 2025 meeting



LLA-25-01

Staff Report

TBD Lewis Lane

Bellevue Common Council

Updated for June 23, 2025

Meyers Lot Line
Adjustment

Executive Summary

Description

An application for a lot line adjustment for Lots 1-6, Block 96 of the Bellevue Townsite Original Plat. The proposed lot line adjustment will reconfigure the existing six (6) parcels into three (3) parcels and include a request for waivers from code requirements.

Discussion

- The applicant is requesting to reconfigure the existing six (6) parcels located on the subject property into three (3) parcels.
 - The proposed parcel identified as Lot 1A is 23,960 square feet, with an identified building envelope of approximately 2,000 square feet identified.
 - The proposed parcel identified as Lot 2A is 17,790 square feet. No building envelope is identified on this parcel. The area east of the proposed canal easement area is approximately 7,000 square feet.
 - The proposed parcel identified as Lot 3A is 18,017 square feet. No building envelope is identified on this parcel. The area east of the proposed canal easement area is approximately 6,700 square feet.
- The subject property is zoned B – Business. The subject property is adjoined by the Howard Preserve to the north and west, partially developed land to the east, and a vacant industrially zoned property to the south.
- As discussed below, the subject property was previously approved for a lot line adjustment with conditions of approval in 2023. The applicant did not request reconsideration of the conditions of approval at that time. However, in this application, the applicant is specifically requesting waivers of previous conditions of approval from that prior entitlement. The applicant is requesting the following modifications to the previous conditions of approval (Staff analysis in *italics*, Planning & Zoning Commission's recommendation included within attached Findings of Fact, Conclusions of Law, and Decision documents):

Condition #1:

Prior Condition:

“No building or structure shall touch the bottom West side bank (bottom of the slope intersects with the level surface). No building shall encroach into the space between the top of the bank (level of the street or alley) and the water, on the east side.”

Applicant’s proposed condition:

“No building shall encroach into the space between the top of the eastern bank (level of the street or alley) and east high water mark of the canal, unless otherwise allowed per Diversion 45 Right of Way Agreement. This Agreement shall be recorded prior to final plat recordation.”

The basis for the prior condition of approval was based on the prior application materials and comment received from the Bellevue Canal District. The applicant included a letter from the boards of the Triangle Irrigation District and Wood River Valley Irrigation Diversion #45 stating that the Canal Districts and applicants had arrived at an agreement to expand the buildable areas of Lots 2A and 3A. Staff has no objection to the proposed revised condition of approval.

Condition #3

Prior Condition:

“Corner lots shall show BE’s in accordance with 11.4.6.C on the final plat.”

Applicant’s proposed condition:

The applicant is requesting that this condition be deleted.

The applicant has provided a justification for an alternate analysis of Bellevue City Code Section 11-4-6(C), and correctly asserted that questions regarding the interpretation of Title 11 of Bellevue City Code are to be referred to Council for a determination (Bellevue City Code Section 11-6-1). The Code section in question is as follows:

“Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the center point of the intersection of the streets unless otherwise approved as defined in subsection 10-6-5C of this Code.”

Bellevue City Code Section 10-6-5(C) is only applicable to the GR – General Residential zone. Bellevue City Code Section 11-2-1 includes the following definitions:

ALLEY: *A minor public way providing secondary access to the back or the side or property otherwise abutting a street.*

BUILDING ENVELOPE: *The site for location of a structure delineated on a preliminary plat and final plat within which the entire building or other structures must be constructed.*

STREET: *A public right-of-way, which provides vehicular and pedestrian access to adjacent properties, the dedication of which has been officially accepted. The term street also includes the terms, highway, thoroughfare, parkway, road, avenue, boulevard, lane, place, and all such terms, except driveway, as herein defined.*

The applicant is identifying the public right of way to the east of the subject property as an alley, meaning that there are not two (2) intersecting “streets” to form a corner lot. Staff’s opinion is that this interpretation is flawed in three (3) significant ways:

1. *The definition of “alley” in Bellevue City Code Section 11-2-1 specifically states that it is a “secondary access to the back or the side or property otherwise abutting a street.” The subject property does not have any other access as the portions of Walnut and Chestnut Streets are undeveloped. The right-of-way to the east of the subject property functions as an “alley” for the parcels to the west of the right-of-way (abutting Main Street) and as a “street” for the parcels to the east of the right-of-way (subject property).*
2. *In order to be compliant with the Subdivision Design and Improvement Requirements for Lots established by Bellevue City Code Section 11-4-6(G), “Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public or private street.” (Emphasis added). If we were to accept the applicant’s justification that the right of way to the east of the subject property is not a “street” but an “alley,” the street frontage of the subject property is limited to the undeveloped portions of the Walnut and Chestnut Street rights-of-way to the north and south, respectively, and the unnamed, undeveloped right-of-way to the west. Each of the proposed lots has more than twenty feet (20') of frontage along the rights-of-way, however without providing vehicular and pedestrian access to the adjacent property, the right-of-way does not meet the definition of “street” from Bellevue City Code Section 11-2-1. If the right-of-way to the*

east of the subject property is not to be considered a street, the proposed configuration of lots shown on the submitted preliminary plat does not meet the lot requirements of Bellevue City Code Section 11-4-6(G).

3. *When looking at the original plat of the City of Bellevue, the area to the east of Main Street is primarily platted as blocks consisting of two (2) rows of six (6) fifty foot wide by 120' deep parcels separated by an approximately 25' wide alley right-of-way bounded by eighty foot wide street rights-of-way. On the west side of Main Street, the pattern changes. One (1) row of fifty foot (50') wide by 120' deep parcels is separated from one (1) row of fifty foot (50') wide by two hundred feet (200') deep parcels by an approximately fifty foot (50') wide right-of-way. While the specific design intent of this block layout has likely been lost to history, it appears that the fifty foot (50') right of way to the east of the subject property was most likely intended to serve as both a rear (alley) access to the Main Street row of parcels and as the primary frontage for the row of two hundred foot (200') deep parcels, which includes the subject property.*

While Staff does not find the interpretation of Bellevue City Code Section 11-4-6(C) to be valid, the subject property does currently not meet the standard of being a “corner lot” as there is only one “street” fronting the property. However, as there are existing platted rights-of-way to the north and south of the subject property, the submitted preliminary plat identifies a proposed building envelope on Lot 1A, and it is unclear how street access would be configured, the possibility of Lot 2A and/or 3A becoming a corner lot in the future cannot be ruled out. Staff is not supportive of the deletion of this condition of approval.

Condition #4

Prior Condition:

“The alley between Chestnut and Walnut shall be improved in accordance with 11.4.8.B prior to approval of the final plat.”

Applicant’s proposed condition:

“The alley between Chestnut and Walnut shall be improved in accordance with 11.4.8.B prior to approval of the final plat.”

The applicant is requesting to waive the requirement of Bellevue City Code Section 11-4-8(B) that “All streets shall be constructed to meet or exceed the criteria and standards set forth in the City Standard Specifications for Streets and Water, and all other applicable ordinances, resolutions, or regulations of the City, or any other governmental entity having jurisdiction thereover, now existing or hereafter adopted, amended, or codified.”

In order to grant a waiver, the Council (upon receipt of a recommendation by the Commission) must show that there are “special physical characteristics or conditions affecting the property in question where a literal enforcement of this title would result in undue hardship not the result of actions by the subdivider, and that the waiver would not be detrimental to the public welfare, health, and safety, nor injurious to the property owners in the immediate area.” The waiver sought is for improvements to the right-of-way adjacent to the property. The right-of-way is generally flat, of adequate width, and is improved as a substandard street. No “special physical characteristics or conditions” that would prevent improvement of the right-of-way to the east of the subject property are readily apparent. The applicant has identified “Existing overhead transmission lines... trees, and fences” within the right-of-way as the special physical characteristics. The applicant’s narrative states that “removal of the transmission lines and all

other encroachments... would place an undue hardship on the subdivider/property owners," but fails to provide any justification for this claim. Encroachments into right-of-way, including power transmission lines are very common within the City of Bellevue. As such, it is Staff's opinion that no "special physical characteristics or conditions" exist that would make literal enforcement (improvement of right-of-way to City standards) an undue hardship. Staff is not supportive of this waiver request.

- The Planning & Zoning Commission recommended approval of the subject application with the conditions of approval identified within the Findings of Fact, Conclusions of Law, and Decision, including the following Condition:

The City of Bellevue and/or the Wood River Land Trust shall have the first right of refusal on the purchase of the property identified on the preliminary plat as Lot 1A. Prior to the submittal of a final plat application, the applicant shall provide a draft First Right of Refusal Contract to be approved by the City of Bellevue and the Wood River Land Trust Board of Directors prior to recordation of the final plat.

Since the issuance of the Commission's recommendation, Staff, the applicant, and the Wood River Land Trust have been working to determine the most appropriate form of agreement to ensure that the City and Land Trust have the opportunity to purchase the area identified as Lot 1A. Staff is recommending that the aforementioned condition be replaced with the following:

Prior to the submittal of a final plat application, the applicant shall provide a recorded memorandum of intent that the property owner and the Wood River Land Trust will enter into an Option to Purchase Agreement for the purchase of the property identified on the preliminary plat as Lot 1A.

History

- On August 15, 2023, Judith and Keith A. Meyers submitted a lot line adjustment application for the subject property. The proposed 2023 lot line adjustment was to reduce the total number of lots from six (6) to four (4) lots. This application was approved with conditions by the Bellevue Common Council on October 23, 2023. The Findings of Fact, Conclusions of Law, and Decision Documents are attached for reference.

Recommendations

Actions

During their March 17, 2025 meeting, the Bellevue Planning & Zoning Commission voted to adopt Findings of Fact, Conclusions of Law, and Decision documents recommending the subject application to the Bellevue Common Council with the conditions of approval identified therein. As discussed previously, Staff recommends that the Conditions of Approval be modified as listed below.

Suggested motion:

"I move that we approve LLA-25-01 with the conditions identified within the Staff Report, and to direct Staff to prepare Findings of Fact, Conclusions of Law, and Decision documents reflecting this decision based on the record provided."

Conditions of Approval

1. No building shall encroach into the space between the top of the eastern bank (elevation of the street or alley) of the canal and east high water mark of the canal, unless otherwise allowed per

Diversion 45 Right of Way Agreement. This Agreement shall be recorded prior to final plat recordation.

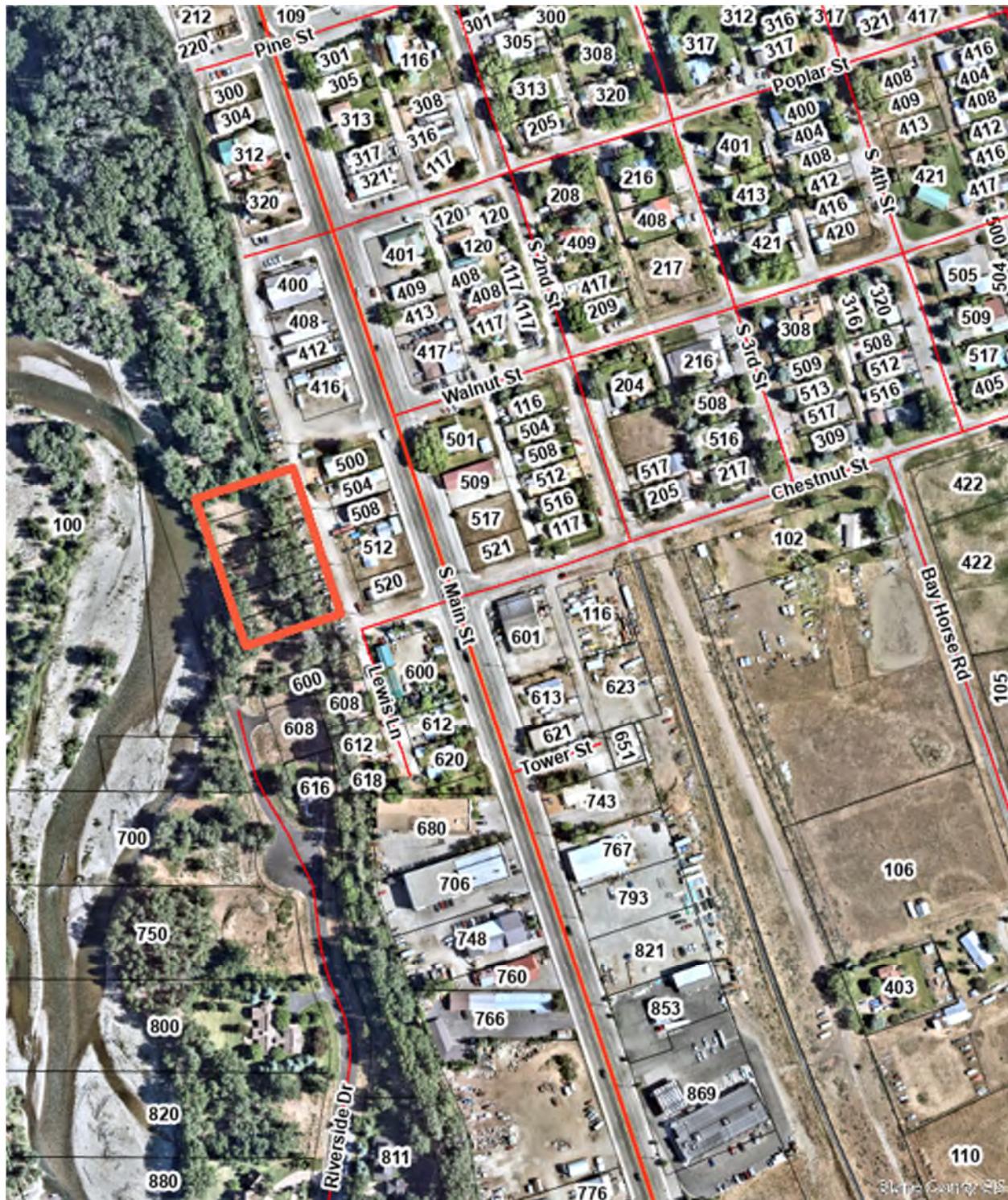
2. Prior to the issuance of a building permit for the proposed parcel identified on the submitted preliminary plat as Lot 1A, the applicant shall receive approval from the City and construct a suitable vehicular and pedestrian access to the property.
3. Prior to the submittal of a final plat application, the applicant shall construct all required improvements, including improving the roadway within right-of-way to the east of the subject property from Walnut Street to Chestnut Street to the specifications provided in the Alley Improvements Exhibit attached to these findings.
4. Prior to the submittal of a final plat application, the applicant shall submit a revised preliminary plat identifying an easement for the Bellevue Canal District and documentation that the proposed easement has been reviewed and accepted by the Bellevue Canal District.
5. Prior to the submittal of a final plat application, the applicant shall submit a revised preliminary plat identifying the ordinary high water mark and a twenty foot (20') wide fisherman's easement along the landward side of the ordinary high water mark.
6. No construction or grading shall occur until the Bellevue City Engineer has reviewed and approved the construction drawings.
7. Prior to the submittal of a final plat application, the applicant shall provide a recorded memorandum of intent that the property owner and the Wood River Land Trust will enter into an Option to Purchase Agreement for the purchase of the property identified on the preliminary plat as Lot 1A.
8. Prior to the submittal of a final plat application, the applicant shall submit a revised preliminary plat with a note stating "Fill of unknown origin was placed on Lot 1A. Any building permit application for Lot 1A is required to be accompanied by a geotechnical report."

Notice of Expiration

Pursuant to Bellevue City Code Section 11-3-4(D), failure to obtain final plat approval by the Council of an approved preliminary plat within one year after approval by the Council shall cause all approvals of said preliminary plat to be null and void. The final plat shall be filed with the Blaine County Recorder within one year after final plat approval by the Council. Failure to file said final plat within that time shall cause all approvals of said final plat to be null and void. No building permit shall be issued with regard to any parcel of land within a proposed subdivision until the final plat has been recorded. A copy of the final recorded plat shall be placed on file with the City. For good cause shown, the deadlines in this section may be extended for up to twelve (12) months. The Council shall hold a duly noticed public hearing prior to granting said extension.

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Project Location



Project Analysis

Description

An application for a lot line adjustment for Lots 1-6, Block 96 of the Bellevue Townsite Original Plat. The proposed lot line adjustment will reconfigure the existing six (6) parcels into three (3) parcels and include a request for waivers from code requirements.

Legal Description

Lots 1-6, Block 96, Original Plat of Bellevue Townsite, located within Section 36, Township 2 North, Range 16 East, B.M., City of Bellevue, Blaine County, Idaho.

Associated Documents

Document Name	Receipt of Last Revision
Application	January 22, 2025
Preliminary Plat	January 22, 2025
Application Narrative	January 22, 2025
Letter from Triangle Irrigation and Wood River Irrigation District #45	January 22, 2025
Road Section Comparison Exhibit	February 11, 2025
Site Photos	February 27, 2025
Idaho Power Transmission Line Email	February 21, 2025
Findings of Fact, Conclusions of Law, and Decision from 2023 LLA application	October 23, 2023
Planning & Zoning Commission Findings of Fact, Conclusions of Law and Decision (approved but unsigned)	March 17, 2025
Planning & Zoning Commission Minutes for Public Hearing on Subject Application (approved but unsigned)	February 18, 2025
Planning & Zoning Commission Minutes for Public Hearing on Subject Application (approved but unsigned)	March 3, 2025
Planning & Zoning Commission Minutes for Public Hearing on Subject Application (approved but unsigned)	March 17, 2025

Public Noticing

Notice	Date
Political Subdivisions	January 27, 2025
Property Owners within 300 feet	March 24, 2025
Site Posting	March 24, 2025
Publication in <i>Idaho Mountain Express</i>	March 26, 2025

Dimensional Standards

Standard	Required	Proposed
Minimum Lot Size	6,000 square feet	17,990 square feet
Minimum Lot Width	50 feet	149.98 feet

Required Findings Code Sections

Bellevue City Code Section 11-6-1: Procedure

An owner or subdivider wishing to readjust lot lines, as defined in section 11-2-1 of this title, shall be required to file two (2) copies of a plat and application with the Administrator for administrative review. Additional information reasonably required for thorough review of the application and plat may be required by the Administrator to be provided by the applicant. Waivers shall be requested according to chapter 13 of this title. The Council shall remand any application and/or waiver request to the commission for recommendation prior to taking final action. The Administrator shall provide written notice of said application to owners of property immediately adjacent to the subject property. Said notice shall inform adjacent property owners they may comment on the application during a period of not less than ten (10) days after mailing of the notice and prior to final action on said application. Following expiration of the said comment period and upon a finding by the Administrator that the plat conforms to the readjustment of lot line definition and is in compliance with the provisions of this title, the Administrator shall approve same or approve with conditions necessary to find same in compliance with the provisions of this title. Upon a finding by the Administrator that the application does not conform to said definition or is not in compliance with this title, the Administrator shall deny the application and shall state the reasons therefor in writing, and a copy signed by the Administrator, attached to one copy of the plat, shall be returned to the applicant. Upon Council approval of an application and upon satisfaction by the applicant of any conditions attached thereto, the Administrator shall inform the City Clerk and the City Clerk shall sign the plat. Any questions with regard to the interpretation and/or applicability of this section or other sections shall be referred to the Council by the Administrator for determination.

Bellevue City Code Section 11-13-1: Waivers

- Commission Recommendation; Council Approval: Waiver of any of the requirements of this title may be granted by the Council on a case basis upon the recommendation of the commission.
- Application For Waiver:

1. Application for such waiver(s) must be in writing and must show that there are special physical characteristics or conditions affecting the property in question where a literal enforcement of this title would result in undue hardship not the result of actions by the subdivider, and that the waiver would not be detrimental to the public welfare, health, and safety, nor injurious to the property owners in the immediate area.
2. Applications shall be made to the Administrator in writing at the time of subdivision application. Said waiver, together with such related data and maps as are necessary to fully illustrate the relief sought, shall be filed at the same time. Such application shall be processed and considered with the preliminary plat application.

Code Sections of Interest

Bellevue City Code Section 11-2-1: Rules of Word Construction; Definitions:

ALLEY: A minor public way providing secondary access to the back or the side or property otherwise abutting a street.

BUILDING ENVELOPE: The site for location of a structure delineated on a preliminary plat and final plat within which the entire building or other structures must be constructed.

EASEMENT: A grant by a property owner to a specific person(s) or the public right to use land for specific purpose(s). Also, such a right acquired by prescription.

FLOODPLAIN: The relatively flat area or low land adjoining the channel of a stream, river, lake or other body of water which is subject to the hazards and inundation of a 100-year frequency, as identified and defined in the Flood Insurance Study and Flood Boundary and Floodway Map prepared by the Federal Insurance Administration of the U.S. Department of Housing and Urban Development in conjunction with the U.S. Army Corps of Engineers.

LOT, BUILDABLE: A lot of sufficient size to meet minimum zoning requirements for use, coverage, and area and to provide such yards and other open spaces as are herein required. Structures shall only be built upon buildable lots.

READJUSTMENT OF LOT LINES: A change or modification of the boundary lines between existing lots or parcels of land or between dwelling units which does not reduce the area, frontage, width, depth, or building setback lines of such lots below the minimum zoning requirements and which does not create additional lots or dwelling units. Readjustment of lot lines is intended to include other minor changes to a subdivision, condominium or townhouse plat such as, but not limited to, notation changes, boundary shifts and removal of lot line(s), each of which does not reduce the area, frontage, width, depth, or building setback lines of each lot below the minimum zoning requirements nor create additional lots or dwelling units.

STANDARD SPECIFICATIONS: Specifications for design and construction of improvements as specified in this title or other ordinances or resolutions of the City of Bellevue or by any other governmental entity having jurisdiction thereover, including subsequent amendments or codifications.

STREET: A public right-of-way, which provides vehicular and pedestrian access to adjacent properties, the dedication of which has been officially accepted. The term street also includes the terms, highway, thoroughfare, parkway, road, avenue, boulevard, lane, place, and all such terms, except driveway, as herein defined.

WAIVER: Modification of a relevant provision and regulation of this title not contrary to public interest or public health, safety, or welfare, and due to physical characteristics of the particular parcel of land and not the result of actions of the subdivider where literal enforcement of this title would result in undue hardship. The granting of waiver(s) shall be upon written application, and the granting thereof rests with the sound discretion of the commission and Council, on a case by case basis.

Bellevue City Code Section 11-4-6: Lots:

- A. Lot size, width, depth, shape, orientation, and minimum building setback lines shall be in compliance with the zoning district in which the property is located; and compatible with the location of the subdivision and the type of development; and preserve solar access to adjacent properties and buildings.
- B. Whenever a proposed subdivision contains lot(s) in whole or in part within the floodplain, or which contain land with a slope in excess of twenty five percent (25%) based upon natural contours, or create corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, provide open space and solar access for each lot and structure, and preserve hillside view corridors. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses, and topographical features.
- C. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the center point of the intersection of the streets unless otherwise approved as defined in subsection 10-6-5C of this Code.
- D. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.
- E. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts. Should a double frontage lot be created out of necessity, then such lot shall be a reversed frontage lot.
- F. Minimum lot sizes in all cases shall be reversed frontage lot(s).
- G. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public or approved private street.

Bellevue City Code Section 11-4-7: Blocks:

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

- A. No block shall be longer than one thousand feet (1,000') nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots.
- B. Blocks shall be laid out in such a manner as to comply with the lot requirements.
- C. The layout of blocks shall take into consideration the natural topography of the subdivision and minimize cuts and fills for roads and minimize adverse impact on the environment, watercourses, and topographical features.
- D. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.

Bellevue City Code Section 11-4-8: Streets:

- A. The arrangement, character, extent, width, grade, and location of all streets put in the proposed subdivision shall conform to the Comprehensive Plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land.
- B. All streets shall be constructed to meet or exceed the criteria and standards set forth in the City Standard Specifications for Streets and Water, and all other applicable ordinances, resolutions, or regulations of the City, or any other governmental entity having jurisdiction thereover, now existing or hereafter adopted, amended or codified.
- C. Where a subdivision abuts or contains an existing or proposed arterial street, railroad, or limited access highway right-of-way, the Council may require a frontage street, planting strip, or similar design features.
- D. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods.
- E. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven-tenths percent (0.7%) so as to provide for adequate drainage and snow plowing.
- F. In general, partial dedications shall not be permitted. However, the Council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the Council finds it practical to require the dedication of the remainder of the right-of-way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right-of-way shall be dedicated.
- G. Dead-end streets shall be permitted as deemed appropriate by the Council when providing for future connectivity to adjacent lands and are in compliance with International Fire Codes regarding turnarounds.
- H. A cul-de-sac or similar type street shall be permitted as deemed appropriate by the Council which complies with International Fire Codes regarding turnarounds.
- I. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°).
- J. Where any street deflects any angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets and one hundred twenty five feet (125') for minor streets.
- K. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited.
- L. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets.
- M. Proposed streets, which are continuations of existing streets, shall be given the same names as the existing streets. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to the Council for preliminary plat approval.
- N. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills.
- O. Street patterns of residential areas shall be designed to create areas free of through traffic but readily accessible to adjacent collector and arterial streets.

- P. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider.
- Q. In general, the centerline of streets shall coincide with the centerline of the street right-of-way, and all crosswalk markings shall be installed by the subdivider as a required improvement.
- R. Street lighting may be required by the commission or Council, where appropriate, and shall be installed by the subdivider as a required improvement.
- S. Private streets complying with the International Fire Codes shall be allowed as deemed appropriate by the Council.
- T. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the Administrator and shall be consistent with the type and design of existing street signs elsewhere in the City.
- U. Wherever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, said construction or improvement shall be a required improvement by the subdivider. Said construction or improvement shall be in accordance with adopted standard specifications therefor.
- V. Sidewalks, curbs, and gutters may be a required improvement installed by the subdivider.
- W. Prior to final plat signature, the first chip sealing applied to new dedicated streets and applicable private streets shall be completed by the developer or bonded for by the developer for any subdivision, planned unit development or condominium plat.

Bellevue City Code Section 11-4-9: Alleys

Alleys shall be provided in commercial and light industrial zoning districts, and may be required in residential districts. The width of an alley shall be not less than twenty five feet (25'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead-end alleys shall comply with the International Fire Codes regarding turnaround requirements. Improvement of alleys shall be done by the subdivider as a required improvement and in conformance with design standards specified in subsection 11-4-8B of this chapter.

Bellevue City Code Section 11-4-10: Easements:

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

- A. A public utility easement at least ten feet (10') in width shall be required within the street right-of-way boundaries of all streets.
- B. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain said watercourse and provide access for private maintenance and/or reconstruction of said watercourse.
- C. All subdivisions which border the Big Wood River or any tributary shall dedicate a twenty foot (20') fisherman and unaltered riparian easement along the river bank. Furthermore, the Council shall require in appropriate areas an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the Council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.

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

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

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

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

Bellevue City Code Section 11-4-16: Utilities

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

Bellevue City Code Section 12-5-1: General Standards:

In all Special Flood Hazard Areas the following provisions are required:

A. A Riparian Protection Setback is hereby established one hundred feet (100') back from the mean high-water mark of the Bigwood River within the City. The following activities and improvements are prohibited within the Riparian Protection Setback:

1. New Construction;
2. Placement of structures, except fences and maintenance thereof;
3. Placement of fill or dirt or other materials;
4. Removal of any live vegetation, except for leaning or diseased trees that are hazardous of life or property (provided) the root balls shall not be removed in order to protect against erosion of the river bank) with prior written confirmation of such condition by a certified Arborist unless a bona fide emergency to life or property exists, and noxious weeds;
5. Planting non-native vegetation, including grass, shrubs and trees;
6. Storage of materials and/or equipment before, during or after any construction or excavation on an adjacent area.

Exceptions:

1. Planting of native riparian vegetation;
2. Maintenance of non-native grasses, shrubs and trees existing on the effective date of this title;
3. Emergency bank stabilization activities pursuant to all required federal, state and City permits; and

- 4. Construction of public roads, and of public utilities and other structures pursuant to all required by city, state and federal permits; and
- 5. Maintenance of deed or dedicated public pathways, and the maintenance of existing private pathways, and the creation and maintenance of one private pathway on each parcel of land of not more than eight (8) feet in width down to the river.
- B. All new construction, substantial improvements, and development shall be designed (or modified) and adequately anchored to prevent flotation, collapse, and lateral movement of the structure.
- C. All new construction, substantial improvements, and development shall be constructed with materials and utility equipment resistant to flood damage in accordance with the Technical Bulletin 2, Flood Damage-Resistant Materials Requirements, and available from the Federal Emergency Management Agency.
- D. All new construction, substantial improvements, and development shall be constructed by methods and practices that minimize flood damages.
- E. All new and replacement electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions offloading to the Flood Protection Elevation. These include, but are not limited to, HVAC equipment, water softener units, bath/kitchen fixtures, ductwork, electric/gas meter panels/boxes, utility/cable boxes, hot water heaters, and electric outlets/switches.
- F. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.
- G. All new and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into flood waters.
- H. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- I. A fully enclosed area, of new construction and substantially improved structures, which is below the lowest floor shall:
 - 1. Be constructed entirely of flood resistant materials at least to the Flood Protection Elevation; and
 - 2. Include, in Zones A, AE, AH, AO, and A1-30, flood openings to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters. To meet this requirement, the openings must either be certified by a professional engineer or architect or meet or exceed the following minimum design criteria:
 - a. A minimum of two (2) flood openings on different sides of each enclosed area subject to flooding;
 - b. The total net area of all flood openings must be at least one (1) square inch for each square foot of enclosed area subject to flooding;
 - c. If a building has more than one enclosed area, each enclosed area must have flood openings to allow floodwaters to automatically enter and exit;
 - d. The bottom of all required flood openings shall be no higher than one foot (1') above the interior or exterior adjacent grade;
 - e. Flood openings may be equipped with screens, louvers, or other coverings or devices, provided they permit the automatic flow of floodwaters in both directions; and
 - f. Enclosures made of flexible skirting are not considered enclosures for regulatory purposes, and, therefore, do not require flood openings. Masonry or wood underpinning, regardless of structural status, is considered an enclosure and requires flood openings as outlined above.

- J. Any alteration, repair, reconstruction, or improvements to a structure, which is in compliance with the provisions of this ordinance, shall meet the requirements of "new construction" as contained in this title.
- K. Nothing in this title shall prevent the repair, reconstruction, or replacement of a building or structure existing on the effective date of this title and located totally or partially within the floodway, flood fringe area, or stream setback, provided there is no additional encroachment below the Flood Protection Elevation in the floodway, flood fringe area, or stream setback, and provided that such repair, reconstruction, or replacement meets all of the other requirements of this title.
- L. New solid waste disposal facilities and sites, hazardous waste management facilities, salvage yards, and chemical storage facilities shall not be permitted, except by variance as specified in subsection [12-4-5 I](#). A structure or tank for chemical or fuel storage incidental to an allowed use or to the operation of a water treatment plant or wastewater treatment facility may be located in a Special Flood Hazard Area only if the structure or tank is either elevated or floodproofed to at least the Flood Protection Elevation and certified in accordance with the provisions of subsection [12-4-3 C](#).
- M. All subdivision proposals and other development proposals shall be consistent with the need to minimize flood damage and determined to be reasonably safe from flooding.
- N. All subdivision proposals and other development proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.
- O. All subdivision proposals and other development proposals shall have adequate drainage provided to reduce exposure to flood hazards.
- P. All subdivision proposals and other development proposals shall have received all necessary permits from those governmental agencies for which approval is required by Federal or State law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 USC § 1334.
- Q. When a structure is partially located in a Special Flood Hazard Area, the entire structure shall meet the requirements for new construction and substantial improvements.
- R. When a structure is located in multiple flood hazard zones or in a flood hazard risk zone with multiple base flood elevations, the provisions for the more restrictive flood hazard risk zone and the highest Base Flood Elevation (BFE) shall apply.

Comprehensive Plan Analysis

Chapter 5 – Land Use – Business (B)

Bellevue's downtown and business area is linear and centered along State Highway 75 (Main Street) through the middle of the city. The business area is generally constrained to the west by the drop in slope toward the river and to the east by the original platting and residential development over the city's nearly 135-year history. This land use area allows permitted businesses that include but are not limited to: business, professional, medical offices; public buildings, gas stations; restaurants, bars, theaters, banks, motels, tourist uses, retail outlets; public utilities, repair/personal services, storage, public parking lots and garages, car washes; and churches.

There are 65.271 acres in Bellevue classified as business as of September, 2015. This inventory includes: 138 lots ranging in size from 0.068 to 8.46 acres; 22 vacant lots totaling 16.273 acres; and 22 vacant lots totaling 16.273 acres; and 22 legally nonconforming properties on 8.292 acres that the City desires to be redeveloped for business purposes. Bellevue has in excess of 24.565 acres (or 37.6%) of business zoned property that is either vacant or under- developed.

Currently a mix of non-conforming uses exists within the business zone. These “grandfathered” uses are allowed to continue, although current zoning ordinances do not allow for expansion of these nonconforming uses.

The Bellevue Business Park on the north edge of town has expanded the business core with the addition of a large grocery store, bank, and garden center. As the business park has developed, this end of town has become a hub of activity. Sidewalks have made pedestrian circulation easier, safer, and more inviting.

Chapter 5 – Land Use – Objective 3:

Support recreation and open space uses when available and appropriate.

Actions

1. Investigate areas where such uses may be possible.
2. Ensure parks and open spaces complement adjacent zones and vice versa by addressing aesthetics and health and safety issues through design principles.
3. Maintain parks and open spaces for residents and visitors.
4. Identify and maintain non-motorized connections between parks and open spaces.
5. Maintain an appropriate open space visual separation between Bellevue and Hailey to preserve Bellevue’s unique identity and its rural small-town character

Chapter 6 – Natural Resources – Surface Water

Bellevue is in the Big Wood River watershed. The availability of water was a lure to early settlers and irrigation played a major role in city’s development. The Big Wood River runs the entire length of the Wood River Valley and eventually flows into Magic Reservoir, providing habitat for many species and recreation opportunities to residents and visitors. Affected by seasonal fluctuations in runoff from snowmelt, the annual peak flow is ordinarily reached the first week of June. The water year ends in September at the lowest flows. Thunderstorms may result in increased flow and turbidity. At the Howard Preserve, a diversion dam diverts water from the river into a canal system that runs approximately 34 miles to irrigate agricultural lands south of Bellevue. The Board of Control of the Triangle Irrigation District and the Wood River Irrigation District #45 manages the dam and canal jointly. Typical annual diversion is 380 CFS, drawn April 15 to October 31.

Chapter 6 – Natural Resources – Objective 2:

Ensure that developments are designed to minimize impacts to wildlife habitat and river function along the Big Wood River.

Actions

1. Allow the natural meander of the Big Wood River and reinforce its banks only where necessary to protect existing infrastructure.
2. Stabilize river and stream banks with native riparian vegetation; rehabilitate existing vegetation within the 100-foot riparian non-disturbance area.
3. Evaluate and minimize vegetation removal within the 100-foot riparian non-disturbance area.

4. Follow state Best Management Practices for construction and rehabilitation actions undertaken within 100 feet of the stream.
5. Maintain perennial vegetative cover on soils to protect them from erosion.
6. Work with developers to ensure east/west migration corridors are preserved across the valley.

Chapter 10 – Recreation – Big Wood River Access

The Big Wood River is considered a navigable stream as defined by Idaho Code which allows the public to use such streams, provided entrances and exits adjacent to a public right of way. Public rights of way to the Big Wood River within the City include: Chantrelle Subdivision, Broadford Road Bridge, Howard Preserve (Elm Street/Martin Lane/Old City Park), and Riverside Ranch Subdivision. There are approximately 3.3 miles of trails in Bellevue leading to and along the Big Wood River. The trails connect Chantrelle Subdivision, Howard Preserve, and Riverside Ranch Subdivision.

Discussion

- The applicant is requesting to reconfigure the existing six (6) parcels located on the subject property into three (3) parcels.
 - The proposed parcel identified as Lot 1A is 23,960 square feet, with an identified building envelope of approximately 2,000 square feet identified.
 - The proposed parcel identified as Lot 2A is 17,790 square feet. No building envelope is identified on this parcel. The area east of the proposed canal easement area is approximately 7,000 square feet.
 - The proposed parcel identified as Lot 3A is 18,017 square feet. No building envelope is identified on this parcel. The area east of the proposed canal easement area is approximately 6,700 square feet.
- The subject property is zoned B – Business. The subject property is adjoined by the Howard Preserve to the north and west, partially developed land to the east, and a vacant industrially zoned property to the south.
- As discussed below, the subject property was previously approved for a lot line adjustment with conditions of approval in 2023. The applicant did not request reconsideration of the conditions of approval at that time. However, in this application, the applicant is specifically requesting waivers of previous conditions of approval from that prior entitlement. The applicant is requesting the following modifications to the previous conditions of approval (Staff analysis in *italics*, Planning & Zoning Commission's recommendation included within attached Findings of Fact, Conclusions of Law, and Decision documents):

Condition #1:

Prior Condition:

“No building or structure shall touch the bottom West side bank (bottom of the slope intersects with the level surface). No building shall encroach into the space between the top of the bank (level of the street or alley) and the water, on the east side.”

Applicant’s proposed condition:

“No building shall encroach into the space between the top of the eastern bank (level of the street or alley) and east high water mark of the canal, unless otherwise allowed per Diversion 45 Right of Way Agreement. This Agreement shall be recorded prior to final plat recordation.”

The basis for the prior condition of approval was based on the prior application materials and comment received from the Bellevue Canal District. The applicant included a letter from the boards of the Triangle Irrigation District and Wood River Valley Irrigation Diversion #45 stating that the Canal Districts and applicants had arrived at an agreement to expand the buildable areas of Lots 2A and 3A. Staff has no objection to the proposed revised condition of approval.

Condition #3

Prior Condition:

“Corner lots shall show BE’s in accordance with 11.4.6.C on the final plat.”

Applicant’s proposed condition:

The applicant is requesting that this condition be deleted.

The applicant has provided a justification for an alternate analysis of Bellevue City Code Section 11-4-6(C), and correctly asserted that questions regarding the interpretation of Title 11 of Bellevue City Code are to be referred to Council for a determination (Bellevue City Code Section 11-6-1). The Code section in question is as follows:

“Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the center point of the intersection of the streets unless otherwise approved as defined in subsection 10-6-5C of this Code.”

Bellevue City Code Section 10-6-5(C) is only applicable to the GR – General Residential zone. Bellevue City Code Section 11-2-1 includes the following definitions:

ALLEY: A minor public way providing secondary access to the back or the side or property otherwise abutting a street.

BUILDING ENVELOPE: The site for location of a structure delineated on a preliminary plat and final plat within which the entire building or other structures must be constructed.

STREET: A public right-of-way, which provides vehicular and pedestrian access to adjacent properties, the dedication of which has been officially accepted. The term street also includes the terms, highway, thoroughfare, parkway, road, avenue, boulevard, lane, place, and all such terms, except driveway, as herein defined.

The applicant is identifying the public right of way to the east of the subject property as an alley, meaning that there are not two (2) intersecting “streets” to form a corner lot. Staff’s opinion is that this interpretation is flawed in three (3) significant ways:

4. *The definition of “alley” in Bellevue City Code Section 11-2-1 specifically states that it is a “secondary access to the back or the side or property otherwise abutting a street.” The subject property does not have any other access as the portions of Walnut and Chestnut Streets are undeveloped. The right-of-way to the east of the subject property functions as an “alley” for the parcels to the west of the right-of-way (abutting Main Street) and as a “street” for the parcels to the east of the right-of-way (subject property).*
5. *In order to be compliant with the Subdivision Design and Improvement Requirements for Lots established by Bellevue City Code Section 11-4-6(G), “Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public or private street.” (Emphasis added). If we were to accept the applicant’s justification that the right of way to the east of the subject property is not a “street” but an “alley,” the street frontage of the subject property is limited to the undeveloped portions of the Walnut and*

Chestnut Street rights-of-way to the north and south, respectively, and the unnamed, undeveloped right-of-way to the west. Each of the proposed lots has more than twenty feet (20') of frontage along the rights-of-way, however without providing vehicular and pedestrian access to the adjacent property, the right-of-way does not meet the definition of "street" from Bellevue City Code Section 11-2-1. If the right-of-way to the east of the subject property is not to be considered a street, the proposed configuration of lots shown on the submitted preliminary plat does not meet the lot requirements of Bellevue City Code Section 11-4-6(G).

6. *When looking at the original plat of the City of Bellevue, the area to the east of Main Street is primarily platted as blocks consisting of two (2) rows of six (6) fifty foot wide by 120' deep parcels separated by an approximately 25' wide alley right-of-way bounded by eighty foot wide street rights-of-way. On the west side of Main Street, the pattern changes. One (1) row of fifty foot (50') wide by 120' deep parcels is separated from one (1) row of fifty foot (50') wide by two hundred feet (200') deep parcels by an approximately fifty foot (50') wide right-of-way. While the specific design intent of this block layout has likely been lost to history, it appears that the fifty foot (50') right of way to the east of the subject property was most likely intended to serve as both a rear (alley) access to the Main Street row of parcels and as the primary frontage for the row of two hundred foot (200') deep parcels, which includes the subject property.*

While Staff does not find the interpretation of Bellevue City Code Section 11-4-6(C) to be valid, the subject property does currently not meet the standard of being a "corner lot" as there is only one "street" fronting the property. However, as there are existing platted rights-of-way to the north and south of the subject property, the submitted preliminary plat identifies a proposed building envelope on Lot 1A, and it is unclear how street access would be configured, the possibility of Lot 2A and/or 3A becoming a corner lot in the future cannot be ruled out. Staff is not supportive of the deletion of this condition of approval.

Condition #4

Prior Condition:

“The alley between Chestnut and Walnut shall be improved in accordance with 11.4.8.B prior to approval of the final plat.”

Applicant’s proposed condition:

“The alley between Chestnut and Walnut shall be improved in accordance with 11.4.8.B prior to approval of the final plat.

The applicant is requesting to waive the requirement of Bellevue City Code Section 11-4-8(B) that “All streets shall be constructed to meet or exceed the criteria and standards set forth in the City Standard Specifications for Streets and Water, and all other applicable ordinances, resolutions, or regulations of the City, or any other governmental entity having jurisdiction thereover, now existing or hereafter adopted, amended, or codified.”

In order to grant a waiver, the Council (upon receipt of a recommendation by the Commission) must show that there are “special physical characteristics or conditions affecting the property in question where a literal enforcement of this title would result in undue hardship not the result of actions by the subdivider, and that the waiver would not be detrimental to the public welfare, health, and safety, nor injurious to the property owners in the immediate area.” The waiver sought is for improvements to the right-of-way adjacent to the property. The right-of-way is

generally flat, of adequate width, and is improved as a substandard street. No “special physical characteristics or conditions” that would prevent improvement of the right-of-way to the east of the subject property are readily apparent. The applicant has identified “Existing overhead transmission lines... trees, and fences” within the right-of-way as the special physical characteristics. The applicant’s narrative states that “removal of the transmission lines and all other encroachments... would place an undue hardship on the subdivider/property owners,” but fails to provide any justification for this claim. Encroachments into right-of-way, including power transmission lines are very common within the City of Bellevue. As such, it is Staff’s opinion that no “special physical characteristics or conditions” exist that would make literal enforcement (improvement of right-of-way to City standards) an undue hardship. Staff is not supportive of this waiver request.

- The Planning & Zoning Commission recommended approval of the subject application with the conditions of approval identified within the Findings of Fact, Conclusions of Law, and Decision, including the following Condition:

The City of Bellevue and/or the Wood River Land Trust shall have the first right of refusal on the purchase of the property identified on the preliminary plat as Lot 1A. Prior to the submittal of a final plat application, the applicant shall provide a draft First Right of Refusal Contract to be approved by the City of Bellevue and the Wood River Land Trust Board of Directors prior to recordation of the final plat.

Since the issuance of the Commission’s recommendation, Staff, the applicant, and the Wood River Land Trust have been working to determine the most appropriate form of agreement to ensure that the City and Land Trust have the opportunity to purchase the area identified as Lot 1A. Staff is recommending that the aforementioned condition be replaced with the following:

Prior to the submittal of a final plat application, the applicant shall provide a recorded memorandum of intent that the property owner and the Wood River Land Trust will enter into an Option to Purchase Agreement for the purchase of the property identified on the preliminary plat as Lot 1A.

History

- On August 15, 2023, Judith and Keith A. Meyers submitted a lot line adjustment application for the subject property. The proposed 2023 lot line adjustment was to reduce the total number of lots from six (6) to four (4) lots. This application was approved with conditions by the Bellevue Common Council on October 23, 2023. The Findings of Fact, Conclusions of Law, and Decision Documents are attached for reference.

Comments

Agency/Department Comments

To date, Staff has received comment from the following agencies and departments:

- Bellevue Fire Department
- Bellevue Marshall’s Office
- Bellevue Water and Sewer Department
- Bellevue City Engineer
- Triangle Irrigation District

All agency comments received to date are attached for reference.

Public Comments

To date, Staff has received comment from the following individuals:

- Jeanne Liston

All public comments received to date are attached for reference.

Recommendations

Actions

During their March 17, 2025 meeting, the Bellevue Planning & Zoning Commission voted to adopt Findings of Fact, Conclusions of Law, and Decision documents recommending the subject application to the Bellevue Common Council with the conditions of approval identified therein. As discussed previously, Staff recommends that the Conditions of Approval be modified as listed below.

Suggested motion:

“I move that we approve LLA-25-01 with the conditions identified within the Staff Report, and to direct Staff to prepare Findings of Fact, Conclusions of Law, and Decision documents reflecting this decision based on the record provided.”

Conditions of Approval

1. No building shall encroach into the space between the top of the eastern bank (elevation of the street or alley) of the canal and east high water mark of the canal, unless otherwise allowed per Diversion 45 Right of Way Agreement. This Agreement shall be recorded prior to final plat recordation.
2. Prior to the issuance of a building permit for the proposed parcel identified on the submitted preliminary plat as Lot 1A, the applicant shall receive approval from the City and construct a suitable vehicular and pedestrian access to the property.
3. Prior to the submittal of a final plat application, the applicant shall construct all required improvements, including improving the roadway within right-of-way to the east of the subject property from Walnut Street to Chestnut Street to the specifications provided in the Alley Improvements Exhibit attached to these findings.
4. Prior to the submittal of a final plat application, the applicant shall submit a revised preliminary plat identifying an easement for the Bellevue Canal District and documentation that the proposed easement has been reviewed and accepted by the Bellevue Canal District.
5. Prior to the submittal of a final plat application, the applicant shall submit a revised preliminary plat identifying the ordinary high water mark and a twenty foot (20') wide fisherman's easement along the landward side of the ordinary high water mark.
6. No construction or grading shall occur until the Bellevue City Engineer has reviewed and approved the construction drawings.
7. Prior to the submittal of a final plat application, the applicant shall provide a recorded memorandum of intent that the property owner and the Wood River Land Trust will enter into an

Option to Purchase Agreement for the purchase of the property identified on the preliminary plat as Lot 1A.

Notice of Expiration

Pursuant to Bellevue City Code Section 11-3-4(D), failure to obtain final plat approval by the Council of an approved preliminary plat within one year after approval by the Council shall cause all approvals of said preliminary plat to be null and void. The final plat shall be filed with the Blaine County Recorder within one year after final plat approval by the Council. Failure to file said final plat within that time shall cause all approvals of said final plat to be null and void. No building permit shall be issued with regard to any parcel of land within a proposed subdivision until the final plat has been recorded. A copy of the final recorded plat shall be placed on file with the City. For good cause shown, the deadlines in this section may be extended for up to twelve (12) months. The Council shall hold a duly noticed public hearing prior to granting said extension.

Received 05/28/2025 at 4:42 PM

Name : Doro, Schinella
Email : doroschinella@gmail.com
Address : 1217 Glen Aspen Drive, Bellevue 83313
Subject/Topic : Riverside Estates/Meyers Property Public Hearings
Your Comments : FYI to the City Council and Mayor: I am attaching the plat map for Riverside Estates south of the subject Meyers property. Please see Note 6 on page 3 which indicates "The City of Bellevue assumes no liability or responsibility for any damage resulting from flood waters within this subdivision." Also, a citizen questioned increased traffic to the cul de sac if Lot 1A were to become part of the Howard. There are THREE access parking areas to the Preserve one of which is this cul de sac. At the most, there may be 6 cars parked there, at the height of any season. I live down the road and use it daily so I would be one who actually sees cars there. There is NO necessity for a traffic study; however, I do know a few residents of this subdivision wish there was no 20' rip-rap and fisherman easement adjacent to the easterly bank of the river either (plat note 1). Thank you. Doro



State of Idaho

DEPARTMENT OF WATER RESOURCES

1341 Fillmore Street, Suite 200, Twin Falls ID 83301-3380

Phone: (208) 736-3033 FAX: (208) 736-3037

SOUTHERN REGION

May 9, 2006

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

KEITH MYERS DBA MYERS CONSTRUCTION

PO BOX 490

BELLEVUE, ID 83313

CERTIFIED

RE: Notice of Violation #37-20058, Section 42-1701B, Idaho Code

Dear Mr. Myers:

The Idaho Department of Water Resources (IDWR) has determined that you are in violation of Idaho's Stream Protection Act Idaho Code, Section 42-3801 *et seq.* The violation is associated with placement of gravel fill along approx 100 feet of the Big Wood River within the NESW section 36 Twp. 2N Rge. 18E B.M. The above described action(s) constitutes a violation of I.C. § 42-3803 (alteration of a stream channel without a permit) Under Idaho Code, Section 42-1701B, the director of IDWR may commence an administrative enforcement action to obtain restoration, mitigation and a civil penalty not to exceed \$10,000.00 to remedy the damage caused by the violation.

Therefore, pursuant to Idaho Code, Section 42-1701B, IDWR requires that the following **restoration and mitigation** measure(s) be completed no later than May 20, 2006.

1. Slope the bank to a 2horizontal to 1 vertical or greater.
2. Stabilize bank and toe by using logs rock and willows as discussed on site on May 5. (Sketch enclosed)
3. Notify this office when work is to be completed.

In addition, the Director of IDWR seeks an agreed civil penalty in the amount of \$425.00, with \$200.00 due by May 20, 2006. \$225.00 of this penalty will be suspended upon the completion of the agreed upon mitigation and restoration. If the revegetation and restoration of the disturbed area is satisfactory to IDWR within one year, the violation will be considered resolved and no additional monies due.

If you object to any provision in this notice, you have the opportunity to schedule a compliance conference to discuss the violation with IDWR. Your written request must be received at this office within 14 days of receipt this notice. Failure to comply with the requirements of this notice will be cause for IDWR to initiate a civil enforcement action through the Office of the Attorney General in District Court.

Please contact Terry Blau of my staff at 208-736-3033 if you have any questions regarding this matter.

Sincerely,

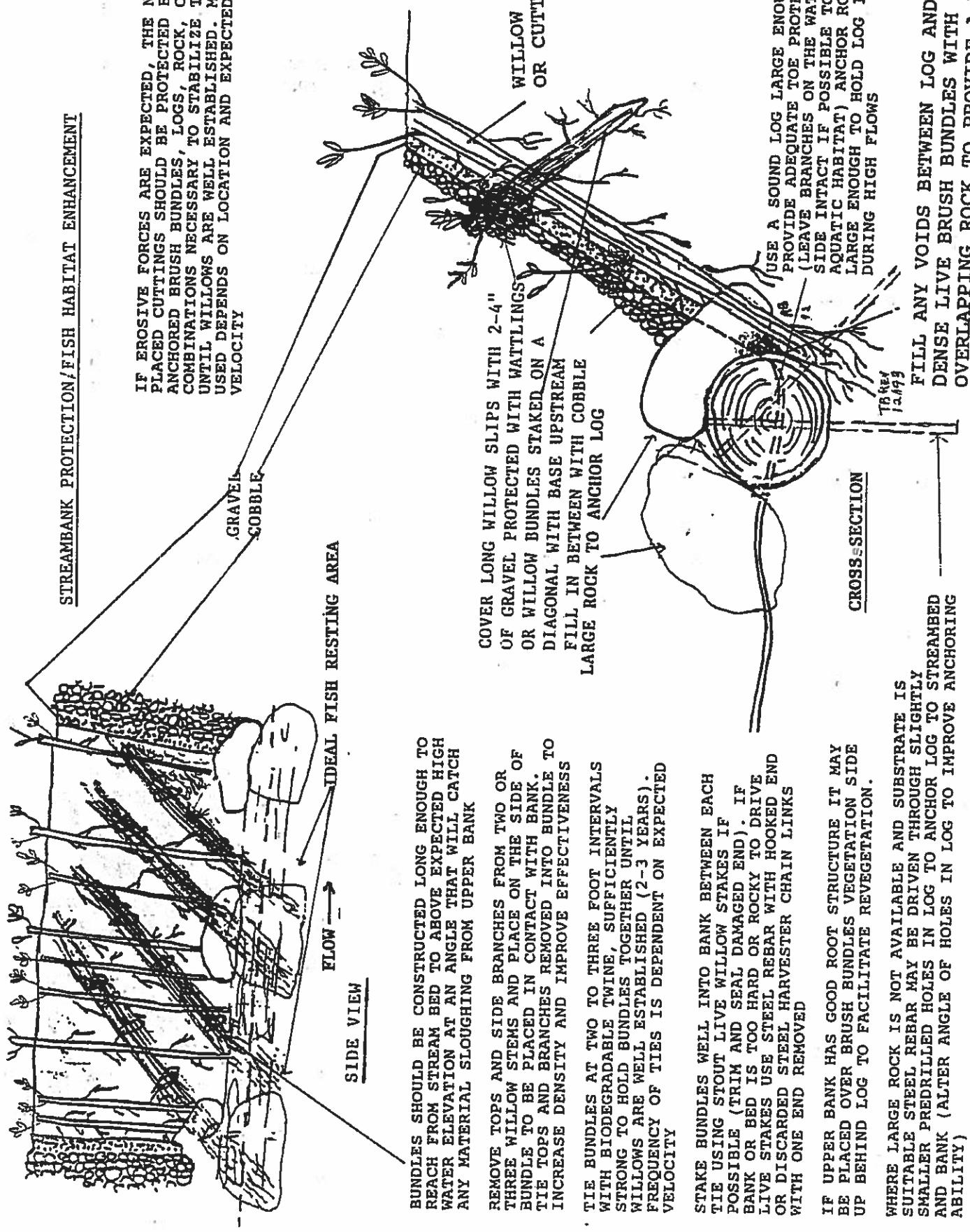


Allen D. Merritt, P.E.
Manager, Southern Regional Office

ADM:tb

cc: John Homan, Ervin Ballou, Terry Blau IDFG (Jer.), IDEQ(TF), City of Bellevue, C of E(Boise)

STREAMBANK PROTECTION/FISH HABITAT ENHANCEMENT



SCA STAFF ANALYSIS- VIOLATION

NAME: KEITH MYERS File no: 37-20058 DATE: 5/9/06

DESCRIPTION: VIOLATION/DEBRIS IN RIVERResponsible party: KEITH MYERSEntered: INI SG Date 5/9/06 SCANNED INI DATE 5/9/06Location: NESW Sec 34 T 2N R 18EReported and or observed DATE 5/9/06 BY TGB - COE - et

Initial investigation

Date 5/5 By TGBNotes: Met with Keith Myers, he agreed to slightly back
copy by method agreed upon

COE DEQ IDFG Other

/ sent Date

NOV Reviewers TRIBES OTHER
After - Memo in file Date

Keith Myers DBA
myers construction
PO Box 440
Bellevue
T 2N R 18E Sec 34 NESW
788-5535 B21C94

83313
37 2005
BSN
37

37-20058

CONSENT

Respondent acknowledges in general the facts set forth and accepts fully the terms and conditions of this Order. These terms shall become effective upon execution by the parties. Respondent's consent and payment does not constitute an express or implied admission to any fact set forth above. Respondent waives any right to contest this Order and consents to the issue here of.

Signed this 12 day of May 2006

Kenneth Blau
Signature

Post-it® Fax Note	7671	Date	3/4/07	# of pages	1
To	John Homan	From	T Blau		
Co./Dept.		Co.			
Phone #		Phone #			
Fax #		Fax #			

Idaho Department of Water Resources Receipt

Receipt ID S028688

Payment Date Region Status

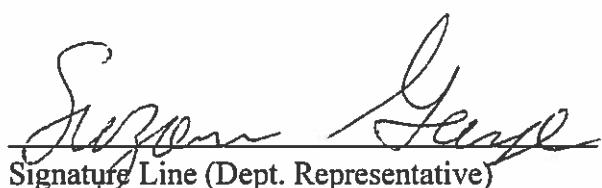
Amount Check
Payment Type Number

Payer

Comment

Fee Detail

Amount Description	Fund	FD	PCA	SO
\$200.00 STREAM CHANNEL PROTECTION FINES	0229	21	64124	1315



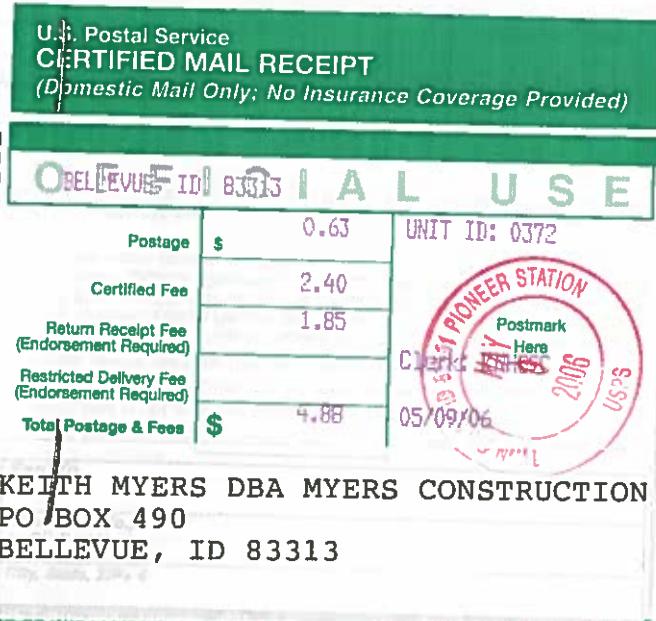
Suzanne Geage
Signature Line (Dept. Representative)

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature X</p> <p><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) _____ C. Date of Delivery _____</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>1. Article Addressed to: 56-37-20058V 5-9-06</p>		<p>Type Mail <input type="checkbox"/> Express Mail Stamps <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>2. Article Number (Transfer from service label)</p>		<p>7002 0460 0000 7276 5352</p>	

PS Form 3811, August 2001

Domestic Return Receipt

102595-01-M-0381



SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature Judy Myers</p> <p><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) Judy Myers C. Date of Delivery 5-9-06</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: RECEIVED</p> <p>Type Mail <input type="checkbox"/> Express Mail Stamps <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>1. Article Addressed to: 56-37-20058V 5-9-06</p>		<p>MAY 11 2006</p>	
<p>2. Article Number (Transfer from service label)</p>		<p>7002 0460 0000 7276 5352</p>	

102595-01-M-0381

Domestic Return Receipt

PS Form 3811, August 2001

Archived: Wednesday, June 18, 2025 9:17:11 AM
From: ["Golart, Aaron"](#)
Mail received time: Mon, 16 Jun 2025 16:04:00 +0000
Subject: RE: IDWR Violation #37-20058

Brian,

Unfortunately, I am not going to be much help. Our file does not include any more documentation than you have provided. This matter was handled by IDWR staff that retired shortly after the NOV was issued. I am unfamiliar with this matter but if follow up regarding compliance is important to the City I am happy to participate in an onsite inspection if that would be helpful.

Sorry I could not be more helpful.

Cheers,

Aaron

From: Brian Parker <bparker@bellevueidaho.us>
Sent: Monday, June 16, 2025 9:29 AM
To: Golart, Aaron <Aaron.Golart@idwr.idaho.gov>
Subject: IDWR Violation #37-20058

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Any documents you have regarding the follow-up and remediation would be greatly appreciated.

Thank you!

Community Development Director

City of Bellevue

Office: 208.913.0187

Cell: 208.309.8949

Hours: 7:00-5:30, Monday through Thursday

115 E. Pine Street

PO Box 825

Bellevue, ID 83313

bellevueidaho.gov

Archived: Wednesday, June 18, 2025 9:17:19 AM
From: [Brian Parker](#)
Mail received time: Mon, 16 Jun 2025 20:27:55 +0000
Subject: Re: Myers Parcel Project

Janie,

Sorry for the slow response. My answers below are in red.

Thank you,

Brian Parker
 Community Development Director
 City of Bellevue
Office: 208.913.0187
Cell: 208.309.8949
Hours: 7:00-5:30, Monday through Thursday
 115 E. Pine Street
 PO Box 825
 Bellevue, ID 83313

bellevueidaho.gov

From: JR <janierothschild@gmail.com>
Sent: Thursday, May 29, 2025 8:08
To: Brian Parker <bparker@bellevueidaho.us>
Subject: Myers Parcel Project

Dear Mr. Parker,

I am writing to respectfully submit the following questions and concerns regarding the Myers land under consideration for development. As a resident and stakeholder in this community I am seeking clarity and accountability in the decision making process.

1. Flood Risk and Regulatory Oversight

Since 1A is in a floodplain will the developer be required to submit a flood impact plan and address any mitigation measures regarding potential flood risk to downstream properties? If so would public input be allowed on that plan? Can the developer assure us that this development will not worsen potential flooding for downstream properties? A floodplain development permit is required for any development within the 1% floodplain. The building footprint identified on the LLA-25-01 preliminary plat is outside of the 1% floodplain.

What is the anticipated impact of paving and creating structures in terms of surface runoff, water displacement and flood risk to

our properties? The area designated as 1A was underwater in the 2017 flood, the water came down our front streets into our driveways. The building footprint identified is outside of the 1% floodplain and the 100' riparian setback from the ordinary high water mark.

What will the result of this proposed building be on local ecosystems and natural drainage? I understand the building envelope will not allow for vegetation which may further impede water being absorbed back into land. Stormwater management is required with any commercial development and must be approved by the City Engineer prior to the issuance of a building permit.

2. Zoning and Land Use

What is the current zoning designation of the Myers Parcels? Is a change in zoning being proposed? The property is zoned B - Business. No change in zone is proposed.

Has the City considered an impact assessment especially with respect to environmental, residential and traffic implications? The application at hand is for a Lot Line Adjustment with requested waivers of Title 11 of Bellevue City Code, which must meet the criteria of Bellevue City Code Sections 11-6-1 and 11-13-1.

3. Unauthorized Land Modifications

What are the impacts both legal and environmental of Keith Myers allegedly reclaiming land on flood patterns, and erosion? Can you be more specific?

4. Request for Studies and Assessments Summary

*A flood impact study with Hydrological Risk Assessment addressing questions of flood water and storm water re-direction due to new structures, concrete pavement and loss of vegetation. How will this affect the properties downstream? Again, the building footprint identified is outside of the adopted 1% floodplain.

*A Traffic Impact Study to assess new traffic concerns and traffic growth. Without knowing what the land use, building size, parking proposed, etc., there is no way of assessing the traffic impacts would be with any degree of confidence.

*A Toxic Waste or Environmental Hazard assessment particularly if the land to be developed was a known land fill in the past. The applicant was fined by the Idaho Department of Water Resources for placing fill (dirt) on the property and altering the stream channel of the Big Wood River, not using property as a landfill. To my knowledge, this property has not been utilized as a landfill. Portions of the Howard Preserve have been and are fenced off to minimize disturbance.

These questions are being asked not to delay progress but to ensure the development proceeds in a way that does not increase flood risks, protects our homes, the public interest and the environment.

Thank you for your attention and your commitment to transparent and responsible governance.

Janie Rothschild
880 Riverside Dr
Bellevue, ID 83313

Archived: Wednesday, June 18, 2025 9:17:23 AM
From: [LeeAnn Fairfield](#)
Mail received time: Tue, 3 Jun 2025 17:02:28 -0600
Subject: Re: Myers Property Concerns

Thank you very much Brian.
With appreciation,
LeeAnn

LeeAnn W. Fairfield leeannfairfield@gmail.com 208-481-0171 Sent from Gmail Mobile

On Mon, Jun 2, 2025 at 12:58PM Brian Parker <bparker@bellevueidaho.us> wrote:

LeeAnn,

My answers below are in red.

Thank you,

Brian Parker

Community Development Director

City of Bellevue

Office: 208.913.0187

Cell: 208.309.8949

115 E. Pine Street

PO Box 825

Bellevue, ID 83313

From: LeeAnn Fairfield <leeannfairfield@gmail.com>
Sent: Thursday, May 29, 2025 10:44
To: Brian Parker <bparker@bellevueidaho.us>; Dick <rwfairfield@gmail.com>
Subject: Myers Property Concerns

As Riverside Estates residents we have several concerns and questions regarding the Myers property directly to the north of us. Since the Myers property is currently being considered for replatting and development the downstream property owners must have a clear understanding of decisions that have the potential to impact their property.

Zoning -

How is the Myers parcel currently zoned? Are there plans to rezone this parcel? If so, to what designation? With residential zoning adjacent to the south of the Myers property and the Howard Preserve adjacent to the north end we are not in favor of either light industrial or commercial zoning. The subject property is zoned B - Business (see Zoning Map here). No rezone application has been submitted to date.

Flood Mitigation Issues -

In the Spring of 2006 and Spring of 2017 river water flowed freely through the Myers property south onto Riverside Drive. Will there be an engineering study conducted or any other floodplain report required before paving, building construction or elevations changes are allowed to occur on the Myers property?

Since the maintenance of Riverside Drive and the public utilities are the responsibility of The City of Bellevue we assume that any changes to the Myers property may expose the City of Bellevue to potential liability in the future. The FEMA adopted floodplain boundary is identified by the red line with "FP" marked throughout. Any development within the floodplain must receive a Floodplain Development Permit prior to construction.

Increased Traffic on Riverside Drive -

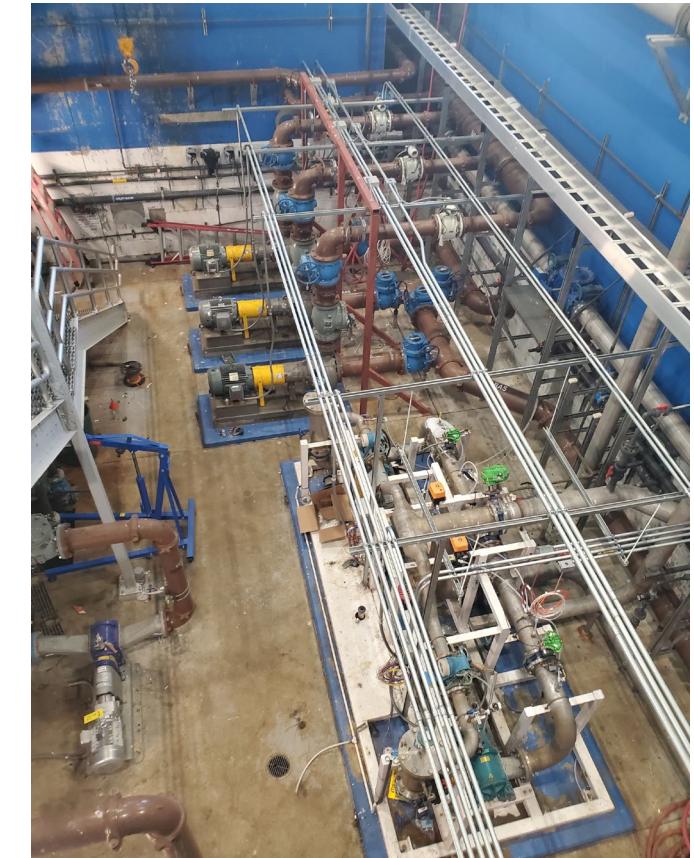
We recommend that a traffic impact study be conducted before the Myers property can be purchased for a southern entrance parking lot to the Howard Preserve. The associated increase in traffic this would generate poses an inherent risk to children, the elderly, pets and the many area neighbors that walk on Riverside Drive.

We look forward to your response and we thank you for your time and efforts.

Sincerely,

LeeAnn and Dick Fairfield

920 Riverside Drive, Bellevue

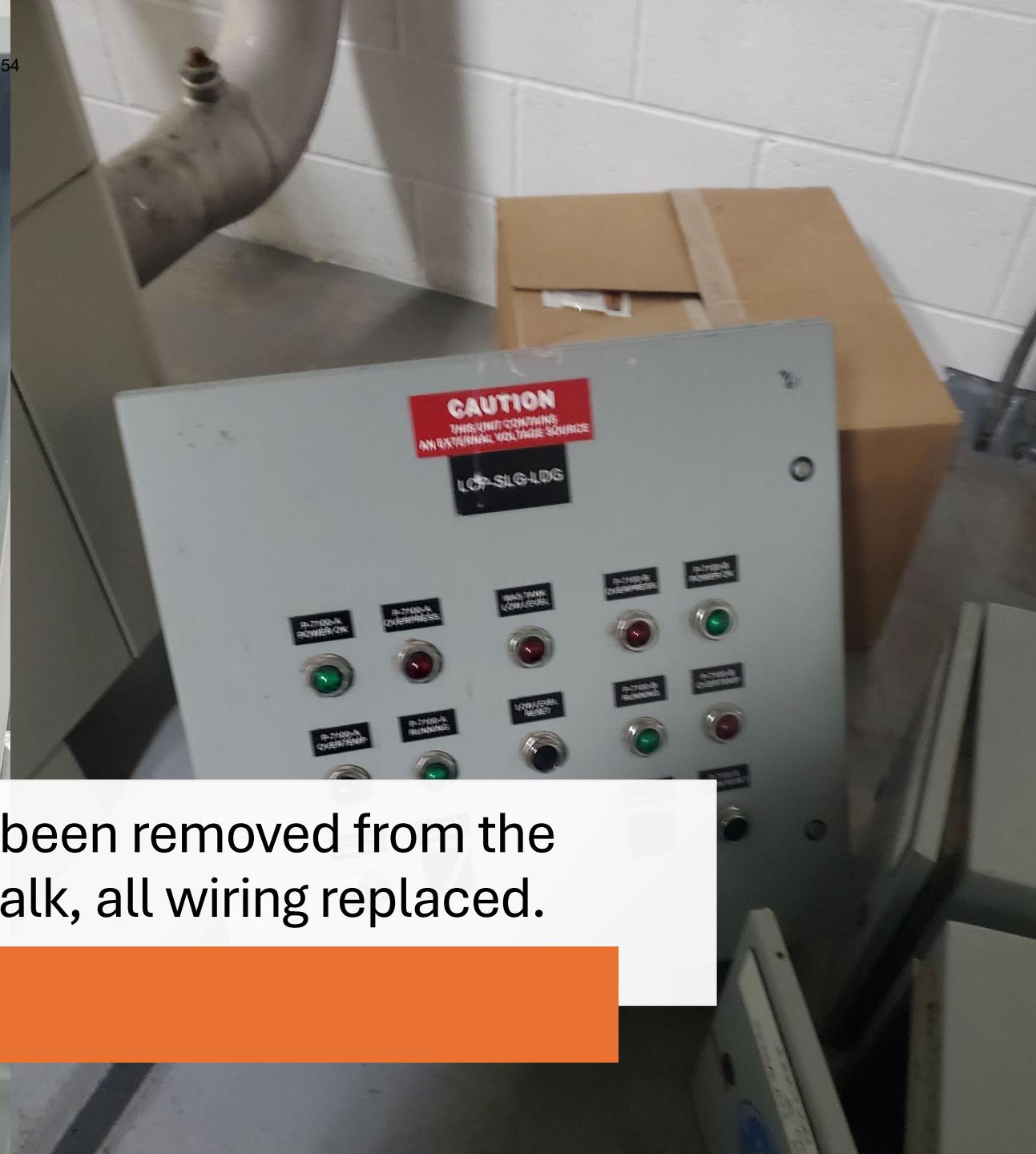


Bellevue WWTP

Item 6

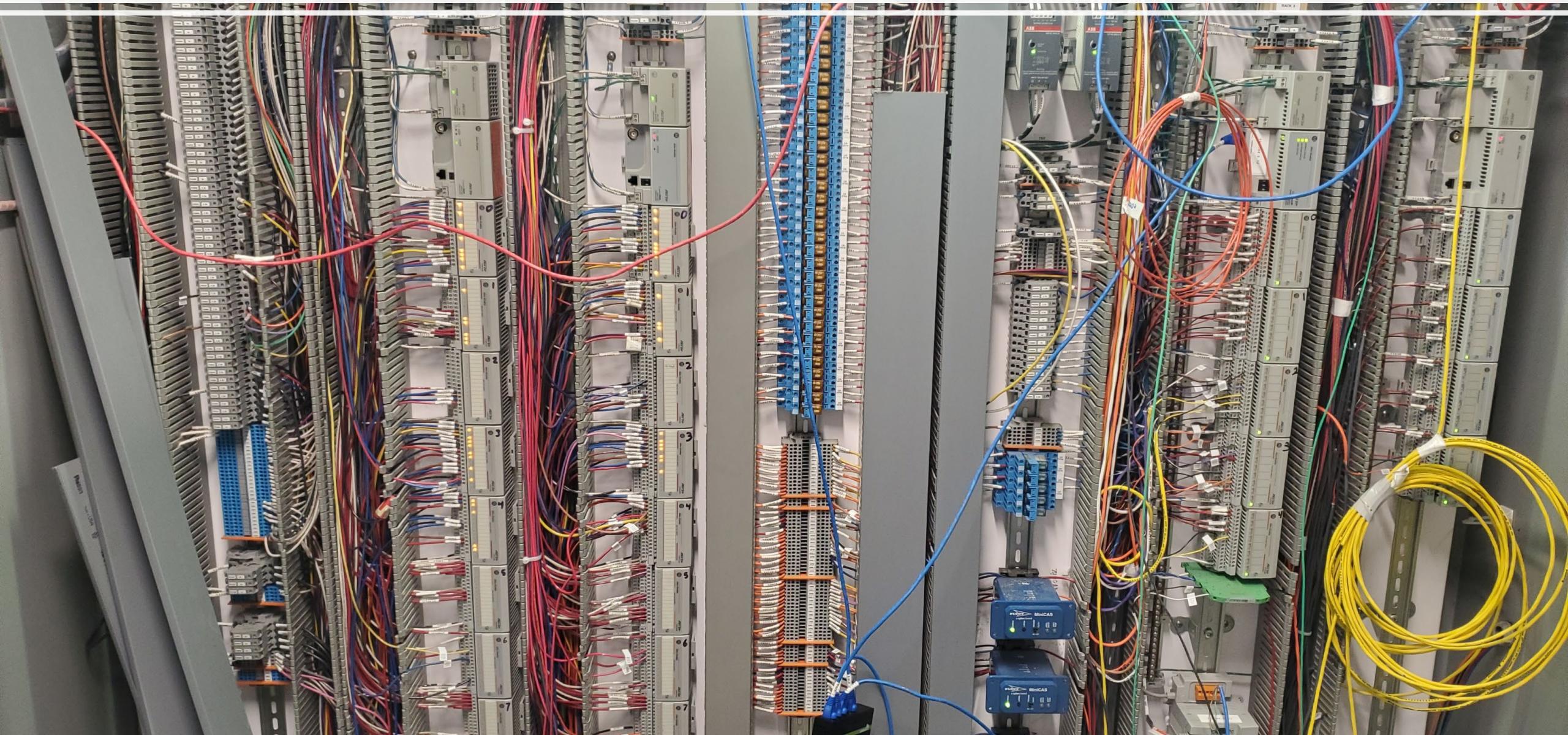
What has been done?

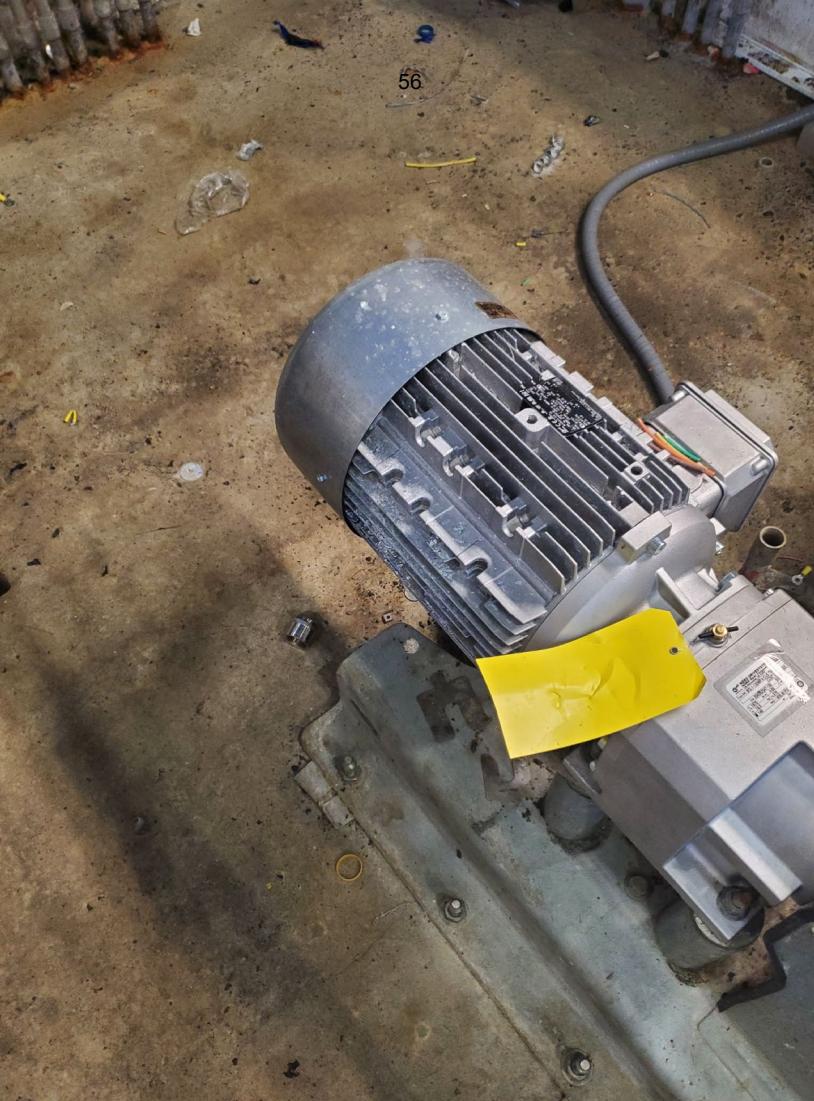




Primary controls have been removed from the basement to the catwalk, all wiring replaced.

Main CPU rewired and SCADA is being installed.





Pumps, Motors and Gearboxes replaced or
refurbished.



Primary pumps rebuilt or replaced.



INSTRUMENTS

Hydrogen Sulfide(H₂S) and
Ammonia (NH₃) Sensors and
display

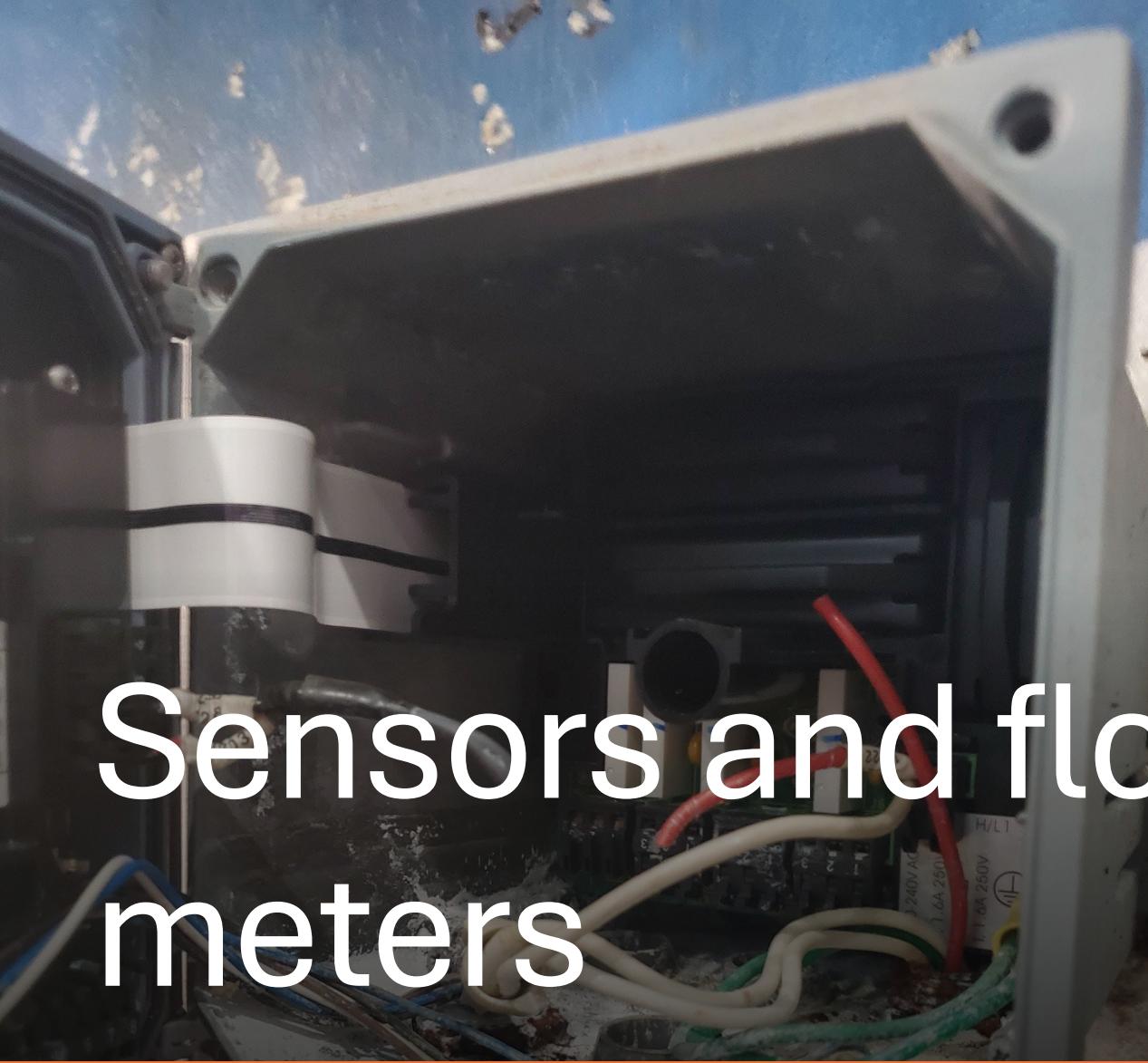
0.0 PPM NH₃

58





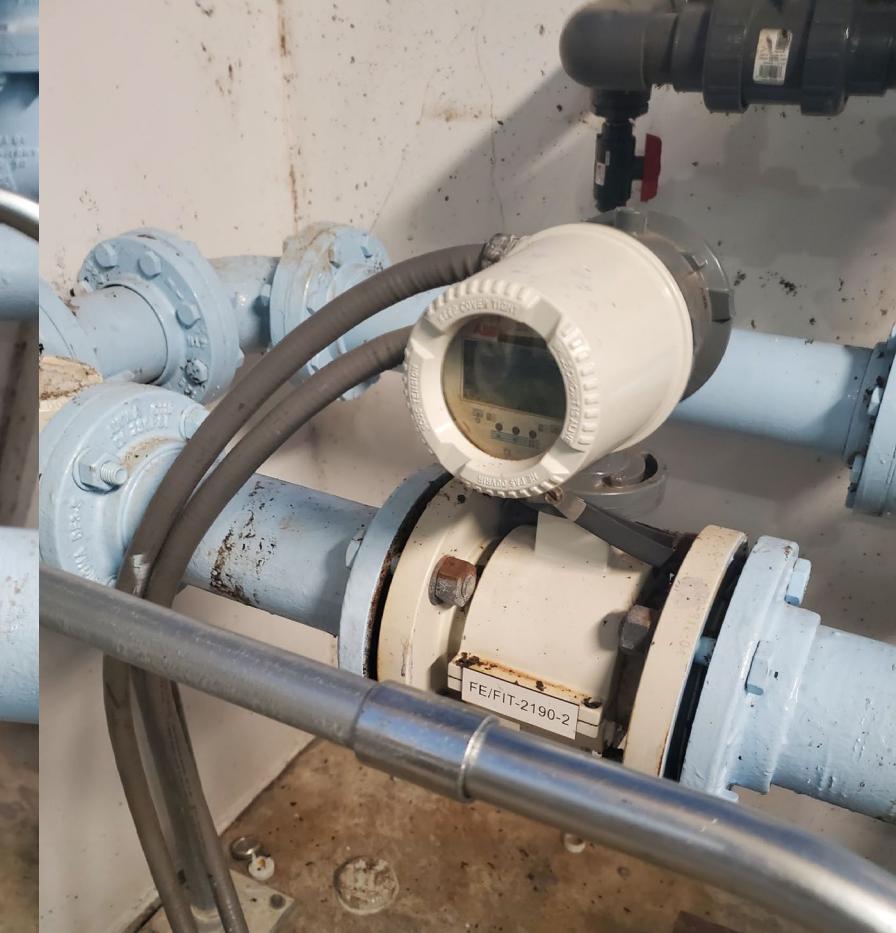
Sensors and flow meters





Schedule 80 PVC being replaced
with HDPE due to corrosion, leaks,
and improper repairs.





8-10 Flow Meters

What still needs to happen



Waiting on 5 actuators and pump controls that are currently 12-16 weeks out due to supply issues.



Once these arrive the electricians can finish the install and wiring of all the pumps, motors and other components



Coordinating with Violia to clean and treat the membranes

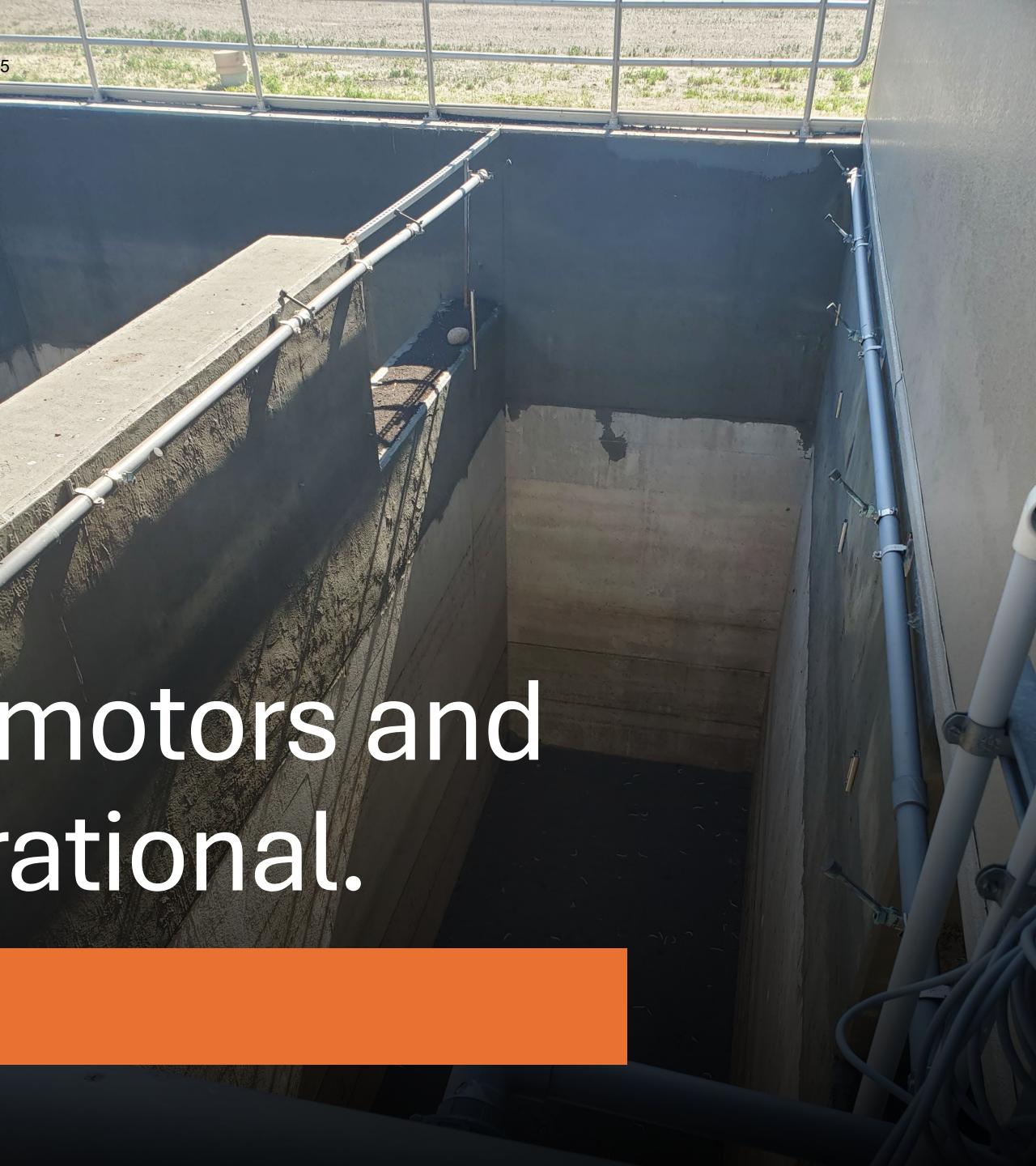


ACS has visited and is starting to identify the components that can be salvaged and what needs to be replaced and what is missing for the SCADA system.



Additional issues:

Identify if the mixer motors and pumps are still operational.



Headworks needs to be assessed if the screen is still operational and the channel under the walk boards needs to be rehabbed and lined

66





Tanker truck needs to be serviced, currently does not start, known brake issues and a trailer tire or tires need to be replaced.

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**CITY OF BELLEVUE
RESOLUTION NO. 25-17**

A RESOLUTION OF THE CITY OF BELLEVUE, IDAHO, AUTHORIZING THE MAYOR TO EXECUTE A CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES AS OF JUNE 17, 2025 BETWEEN GREAT WEST ENGINEERING, INC., AND THE CITY OF BELLEVUE, IDAHO FOR CONSULTING, DESIGN, AND ADVISORY SERVICES FOR WASTEWATER TREATMENT PLANT PROJECT MANAGEMENT ASSISTANCE FOR AN ESTIMATED TOTAL AMOUNT OF \$15,000

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

The City of Bellevue, Idaho, hereby authorizes the Mayor to execute a Consultant Agreement for professional services as of June 17, 2025, between Great West Engineering, inc., and the City of Bellevue, Idaho for Consulting, Design, and Advisory Services for Wastewater Treatment Plant Project Management Assistance for an estimated total amount of \$15,000. (Exhibit A).

PASSED by the Bellevue Common Council and signed by the Mayor this 23rd day of June 2025.

Christina Giordani, Mayor

ATTEST:

Amy Phelps, City Clerk

CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

This *Consultant Agreement for Professional Services* ("Agreement") is entered into as of June 17, 2025, between Great West Engineering, Inc., located at 2501 Belt View, Helena, MT 59601 ("Great West"), and the City of Bellevue, located at 115 E. Pine Street, Idaho 83313. ("Client"). The parties agree as follows:

- I. Project.** Client desires to engage Great West to perform certain consulting, design, and advisory, services for Wastewater Treatment Plant Project Management Assistance ("Project").
- II. Scope of Services.** Great West shall perform the following services for the Project ("Services"): As described in the *Scope of Services* attached to this *Agreement* as *Exhibit "A"*.
- III. Payment.** Client shall pay Great West as compensation for the Services 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 \$15,000.
- 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.



Andrew Kimmel, PE

Business Unit Manager

CITY OF BELLEVUE, IDAHO



Christina Giordani, Mayor

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. Idaho Law Governs; 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 the judicial district that encompasses the (Client), within the State of 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 A
TASK ORDER No. 3
SCOPE OF SERVICES
CITY OF BELLEVUE, IDAHO
WASTEWATER TREATMENT FACILITY
PROJECT MANAGEMENT ASSISTANCE

The City has requested Great West Engineering, Inc. (GWE) to provide project management support services in order to track the progress that has been made as well as document the remaining items that are still needed to bring the MBR back online.

PROJECT UNDERSTANDING

In the spring of 2023, the membrane portion of the membrane bioreactor (MBR) treatment system was unable to process all the mixed liquor flow, causing a surcharge of the activated sludge treatment basins and flooding of interior equipment rooms (such as, the pipe galleries and chemical feed areas). Flooding caused damage that has yet to be fully assessed and forced the City of Bellevue, Idaho (City) to temporarily abandon the MBR system and use pre-existing on-site lagoons for treatment prior to effluent management, utilizing its existing methods of (1) groundwater recharge via rapid infiltration basins (RIBs) and (2) summertime crop irrigation via two center pivot applicators.

The City has received funds from its insurance provider, ICRIMP, to replace some of the equipment that failed and/or was damaged during the MBR system failure. However, those funds did not cover all the items that were damaged, and a significant amount of city funds have been expended to continue making the repairs needed.

WORK TASKS

The following work tasks include project management and coordination services. The project will be invoiced monthly and will be accompanied by a summary letter of services performed.

TASK 1 - PROJECT MANAGEMENT SUPPORT

GWE will make an initial site visit to document the condition of the plant and walk the facility with the City's Public Works team. A list of remaining items to be repaired/replaced will be created. GWE will work with the City and equipment suppliers to create a project schedule with milestone dates and critical path elements.

Deliverables:

1. Preliminary Schedule
2. List of outstanding repairs needed at the MBR site
3. Project cost updates to City, based on the manufacturers' quote for materials
4. Project status updates twice per month (submitted to the City three business days prior to council meetings)

Assumptions:

1. The MBR is approximately three months away from being put back online and able to treat wastewater.
2. GWE will work closely with the City's Public Works team for clear communication and transparency in the work that is completed.
3. One site visit per month (three total) to catalog progress; schedule and task updates will be based on documented progress
4. No design sheets or calculations are included nor are required.
5. City Council will approve (in advance) the Mayor and Public Works Supervisor purchase of materials and equipment that are required to replace the failed equipment with like-kind to keep progress moving forward.

PROJECT SCHEDULE

The project is estimated to take three months.

COMPENSATION

The estimated budget on a time and materials (T&M) basis is \$15,000, using the 2025 Billing Rate Schedule.



EXHIBIT B
2025 SCHEDULE OF BILLING RATES

	<u>Hourly Rate</u>
Clerical Support	\$85
Project Assistant	100
Project Coordinator	115
Project Specialist	144
Project Administrator.....	152
Certified Grant Writer 1	159
Certified Grant Writer 2	184
Environmental Scientist	161
Survey Specialist	135
GIS Specialist	134
Resident Project Representative 1	159
Resident Project Representative 2	173
Designer.....	145
Senior Designer	165
Planner I.....	140
Planner II.....	152
Planner III.....	171
Senior Planner	182
Senior Hydrogeologist.....	204
Assistant Project Manager.....	144
Engineering Tech.....	100
Engineer 1.....	148
Engineer 2.....	160
Engineer 3.....	170
Engineer 4.....	180-194
Engineer 5.....	206-217
Engineer 6.....	223-230

Reimbursable Expenses include but are not limited to:

Auto Mileage	\$.85/mile
Outside Consultants, Fees, Shipping, Supplies, Travel & Per Diem	1.10xcost

**Memorandum**

To: **Bellevue Common Council**

From: **Christina Giordani, Mayor**

Re: **Resolution to Appoint Community Events Committee Members**

Date: **June 23, 2025**

Background

At the April 28th meeting, the Bellevue Common Council adopted Ordinance 2025-03 establishing a Community Events Committee. Members may be added to the Committee by resolution and may serve for a term of two years. At this time, the Mayor is recommending the following residents be added to the Community Events Committee:

- Stefany Mahoney - Term Expiring 06/23/2027
- Jessica Obenauf - Term Expiring 06/23/2027
- Jan Peppler - Term Expiring 06/23/2027

Suggested Motion

Move to approve resolution 25-18 approving the appointment of three Community Events Committee members.

Enclosures

1. Draft Resolution 25-18

CITY OF BELLEVUE RESOLUTION NO. 25-18**A RESOLUTION OF THE CITY OF BELLEVUE, IDAHO ADDING MEMBERS TO THE BELLEVUE EVENTS COMMITTEE.**

WHEREAS, the City of Bellevue, Idaho (“City”) has adopted Ordinance 2025-03 establishing a Community Events Committee allowing the Council to add members by resolution; and

WHEREAS, there are members of the community with expertise in these topics and a willingness to participate; and

WHEREAS, there are members of the community with established relationships and resources to facilitate citizen participation.

NOW, THEREFORE, it is hereby RESOLVED by the Common Council of the City of Bellevue, Idaho as follows:

Section 1: The Common Council hereby adds the following individuals to the Community Events Committee:

- Stefany Mahoney: Term Expiring June 2027
- Jessica Obenauf: Term Expiring June 2027
- Jan Peppler: Term Expiring June 2027

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR THIS 9th DAY OF JUNE 2025.

Christina Giordani, Mayor

ATTEST:

Amy Phelps, City Clerk



Memorandum

To: **Bellevue Common Council**

From: **Brian Parker, Community Development Director**

Re: **Transportation Plan Advisory Committee**

Date: **June 23, 2025**

Background

The City of Bellevue has been contracting with Forsgren and Associates to update the City's Transportation Plan. The next step in the process is to establish an advisory committee to review data analysis conducted to date and establish policies.

Recommendation and Next Steps

Staff recommends the approval of Resolution 25-19 establishing a Transportation Plan Advisory Committee.

Enclosures

1. Draft Resolution 25-19

CITY OF BELLEVUE RESOLUTION NO. 25-19

A RESOLUTION OF THE CITY OF BELLEVUE, IDAHO ESTABLISHING A TRANPSORTATION PLAN ADVISORY COMMITTEE, DESIGNATING ROLES, AND ESTABLISHING EFFECTIVE AND TERMINATION DATES.

WHEREAS, the City of Bellevue, Idaho (“City”) last adopted a Transportation Master Plan in 2009; and

WHEREAS, the City is desiring to update the City’s Transportation Plan as reflected by Resolution 2360; and

WHEREAS, there are members of the community with expertise in these topics and a willingness to participate; and

WHEREAS, the Common Council of the City desires to meaningfully engage and empower all residents to participate in the development of the updated Transportation Plan; and

NOW, THEREFORE, it is hereby RESOLVED by the Common Council of the City of Bellevue, Idaho as follows:

Section 1: The Common Council hereby establishes a Transpsortation Plan Advisory Committee (the Committee).

Section 2: The Committee is tasked with the following:

- Providing local knowledge and expertise on transportation.
- Ensuring that the plan results in actionable goals and policies based on accurate and useful data.
- Other duties as required to ensure the creation of a high quality Transportation Plan.

Section 3: This Resolution shall take effect and be in force immediately upon its passage and approval.

Section 4: The Committee shall meet as required until the updated Transportation Plan is adopted. A quorum of members is required for a meeting.

Section 5: The Committee shall be dissolved upon adoption of the Transportation Plan.

Section 6: The Committee shall include the following members:

-

Section 7: Members may be added or removed from the Committee by resolution.

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR THIS 23rd DAY OF JUNE 2025.

Christina Giordani, Mayor

ATTEST:

Amy Phelps, City Clerk

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CITY OF BELLEVUE, IDAHO
RESOLUTION NO. 25-20

**A RESOLUTION OF THE CITY OF BELLEVUE, IDAHO, AUTHORIZING THE MAYOR
TO EXECUTE THE RENEWAL OF A CONTRACT FOR SERVICES WITH MOUNTAIN
RIDES TRANSPORTATION AUTHORITY FOR PUBLIC TRANSIT SYSTEMS SERVICES**

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

WHEREAS, the City previously entered into a Contract for Services (“Contract”) with Mountain Rides Transportation Authority for public transportation systems services; and

WHEREAS, the City continues to need the services from the organization for public transportation systems services; and

WHEREAS, the City Council desires to renew the Contract with Mountain Rides Transportation Authority.

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

Section 1. Approves the Contract for Services between Mountain Rides Transportation Authority and the City of Bellevue, Idaho, for public transportation systems services in substantially the form presented at the June 23, 2025 regular Council meeting attached hereto as **Exhibit “A”**.

Section 2. The Mayor is authorized to execute the renewal of Contract for Services from October 1, 2025, to September 30, 2026, for public transportation systems services, with Mountain Rides Transportation Authority and the City of Bellevue, Idaho.

PASSED AND ADOPTED by the Bellevue Common Council and signed by the Mayor on this 23rd day of June 2025.

Christina Giordani, Mayor

ATTEST:

Amy Phelps, City Clerk

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES ("Contract") is made and entered this _____ day of _____ 2025, 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' Preliminary FY2026 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, 2025, and terminate September 30, 2026.
3. **Consideration.**
 - a. In consideration for providing the services described herein, the City agrees to pay to Mountain Rides the total sum of FOURTEEN THOUSAND DOLLARS (\$14,000), payable in a single installment on November 15, 2025. Thirty (30) days before the due date, Mountain Rides will provide the City an invoice for 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 FY2026 Operating Budget to be adopted by the Mountain Rides Board on September 17, 2025. Mountain Rides Preliminary FY2026 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, 2026, 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 2027.
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

Wally Morgus, Executive Director

Christina Giordani, Mayor

ATTEST:

Amy Phelps, City Clerk

EXHIBIT A

Mountain Rides Preliminary FY2026 Service Plan



Service	Service Hours	Notes
Blue	12,018.5 hours	Sun - Thu: 7:00am - 12:30am; Fri - Sat: 7:00am - 2:00am
Valley	16,163.0 hours	Sun - Sat: 6:00am - 1:30am
Hailey	2,193.0 hours	Mon - Fri: 7:30am - 4:00pm
Red	1,689.5 hours	Nov 28, 2024 - Apr 20, 2025: 8:30am - 5:00pm; Jul - Aug 2025 Music Festival (15-16 days): 5:30pm - 7:30pm
Bronze	1,024.0 hours	Dec 14, 2024 - Apr 20, 2025: 8:30am - 4:30pm; Extra Service: 2 Buses during WCF25: ~Mar 19-28, 2025
Silver	2,183.0 hours	Nov 28, 2024 - Apr 20, 2025: 8:00am - 6:30pm; June 28, 2025 - Sep 8, 2025: 9:00am - 6:00pm (+ 7 Weds, later)
Gold	963.0 hours	Dec 14, 2024 - Mar 30, 2025: 8:00am - 5:00pm
Total	36,234.0 hours	

EXHIBIT B
Mountain Rides Preliminary FY2026 Operating Budget

Income	
41000 · Federal Funding	\$ 2,795,375
43000 · Local Funding	1,813,100
44000 · Fares Revenue (Vanpool)	210,000
45100 · Advertising Revenue	90,000
47000 · Donations	5,000
48000 - Transfer from Housing Fund	16,400
49000 · Interest Income	17,000
50000 · Excess Operating Funds	95,000
Total Income	\$ 5,041,875
Expenses	
51000 · Payroll Expenses	\$ 3,838,400
52100 · Insurance: Liability/Vehicles	324,500
53000 · Professional Fees	41,000
54000 · Equipment/Tools	19,000
55000 · Rent & Utilities	40,000
56000 · Supplies	33,000
57000 · Repairs & Maintenance	40,000
58000 · Communications Exp.	50,000
59000 · Travel, Training & Meetings	34,800
60000 · Business Expenses	17,300
61000 · Advertising	41,500
62000 · Marketing & Promotion	22,000
63000 · Printing & Reproduction	14,000
64000 · Fuel Expense	375,000
65000 · Vehicle Maintenance	148,000
69500 · Contribution to Fund Balance	3,375
Total Expenses	\$ 5,041,875
Net Surplus (Deficit)	\$ -