



**CITY OF BELLEVUE, IDAHO**  
Planning and Zoning Commission  
**Monday, July 7, 2025, 5:30 PM**  
115 Pine Street, Bellevue, Idaho 83313

**AGENDA**

**JOIN ZOOM MEETING**

<https://us02web.zoom.us/j/84139399633?pwd=eDCQNSeuEYsa42qesc0b5FawDaXBGa.1>

**Meeting ID:** # 841 3939 9633

**Passcode:** # 900164

**One tap mobile**

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

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

**CALL TO ORDER**

**ROLL CALL**

**1. NOTICE OF AGENDA COMPLIANCE - 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, on the City's website on **July 2, 2025**.  
(Suggested Motion: I move the notice for the July 7, 2025, regular Meeting was completed in accordance with Idaho Code, Section §74-204.)*

**2. CALL FOR CONFLICT:** (As outlined in Idaho Code §74-404)

**3. PUBLIC COMMENT:** For items of concern NOT on the Agenda.

**4. OLD BUSINESS – ACTION ITEM**

a. **DR-25-03 – Beans & Brew Coffee – 749 North Main Street**

An application for Design Review approval to construct a 1,700 square foot coffee shop with a drive through at 749 North Main Street.

**5. NEW BUSINESS – ACTION ITEM**

a. **DR-25-02 – Wilde Group - 81 Martin Lane**

An application for Design Review Approval for the change of exterior siding on an existing structure located at 81 Martin Lane.

b. **DR-25-04 – 208 North Main Street**

An application for Design Review Approval for the replacement of a door and the installation of a window to the existing structure located at 208 North Main Street.

c. **DR-25-05 – 117 Poplar Street**

An application for Design Review Approval for the placement of a pre-fabricated shed on the property at 117 Poplar Street.

**6. NEXT MEETING**

a. Regular Meeting – July 21, 2025

**7. ADJOURNMENT - ACTION ITEM**

I, designated Planning Commission Secretary for the City of Bellevue, Idaho, hereby certify that the regular meeting notice and agenda were posted in accordance with **Idaho Code §74-204** within forty-eight (48) hours prior to the meeting at: the City of Bellevue City Hall, Post Office, and on the City of Bellevue Website: <https://www.bellevueidaho.us/> on **July 2, 2025**.

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. 8, at least twenty-four (24) hours prior to the meeting**.



**CITY OF BELLEVUE, IDAHO**  
Comisión de Planificación y Zonificación  
**Lunes** 7 de julio de 2025 17:30 horas  
115 Pine Street, Bellevue, Idaho 83313

**AGENDA**

**ÚNASE A LA REUNIÓN DE ZOOM**

<https://us02web.zoom.us/j/84139399633?pwd=eDCQNSeuEYsa42qesc0b5FawDaXBGa.1>

ID de reunión: # 841 3939 9633

Código de acceso: # 900164

**Móvil con un toque**

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

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

**LLAMA PARA ORDENAR**

**LLAMADA DE ROL**

**1. AVISO DE CUMPLIMIENTO DEL ORDEN DEL DÍA - PUNTO DE ACCIÓN**

*Se constata que la convocatoria y el orden del día de la reunión ordinaria se publicaron, de conformidad con el Código de Idaho, §74-204, dentro de las cuarenta y ocho (48) horas previas a la reunión en: el Ayuntamiento de la Ciudad de Bellevue, Oficina Postal, en el sitio web de la Ciudad el 2 de julio de 2025. (Moción sugerida: Propongo que la convocatoria para la Reunión ordinaria del 2 de julio de 2025 se haya completado de conformidad con el Código de Idaho, Sección §74-204).*

**2. LLAMADA A CONFLICTO:** (Según lo establecido en el Código de Idaho, §74-404)

**3. COMENTARIOS DEL PÚBLICO:** Para puntos de preocupación que NO están en el orden del día.

**4. ASUNTOS ANTIGUOS – PUNTO DE ACCIÓN**

a. **DR-25-03 – Beans & Brew Coffee – 749 North Main Street**

Una solicitud de aprobación de revisión de diseño para construir una cafetería de 1,700 pies cuadrados con servicio para autos en 749 North Main Street.

**5. NUEVO NEGOCIO – PUNTO DE ACCIÓN**

a. **DR-25-02 – Wilde Group - 81 Martin Lane**

Una solicitud de aprobación de revisión de diseño para el cambio de revestimiento exterior en una estructura existente ubicada en 81 Martin Lane.

b. **DR-25-04 – 208 North Main Street**

Una solicitud de aprobación de revisión de diseño para el reemplazo de una puerta y la instalación de una ventana en la estructura existente ubicada en 208 North Main Street.

c. **DR-25-05 – 117 Poplar Street**

Una solicitud de aprobación de revisión de diseño para la colocación de un cobertizo prefabricado en la propiedad ubicada en 117 Poplar Street.

**6. PRÓXIMA REUNIÓN**

a. Reunión ordinaria – 21 de julio 2025

**7. APLAZAMIENTO - PUNTO DE ACCIÓN**

Yo, Secretario designado de la Comisión de Planificación de la Ciudad de Bellevue, Idaho, por la presente certifico que el aviso de la reunión regular y la agenda se publicaron de acuerdo con el Código de Idaho §74-204 dentro de las cuarenta y ocho (48) horas anteriores a la reunión en: la Ciudad del Ayuntamiento de Bellevue, la oficina de correos y en el sitio web de la ciudad de Bellevue: <https://www.bellevueidaho.us/> el 2 de julio de 2025

De conformidad con la Ley de Estadounidenses con Discapacidades, las personas que necesiten adaptaciones especiales durante esta reunión deben notificar a City of Bellevue, 115 East Pine Street, Bellevue, Idaho 83313, o al número de teléfono 208-788-2128 ext. 8, al menos veinticuatro (24) horas antes de la reunión.

**CITY OF BELLEVUE**  
**PLANNING & ZONING COMMISSION**

<b>REGARDING AN APPLICATION OF:</b> Beans & Brews Coffee, an application for Design Review Approval to construct a 1,700 square foot coffee shop with a drive through at 749 North Main Street..	<b>FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECISION</b>
---	---

**DESCRIPTION:** An application for Design Review approval to construct a 1,700 square foot coffee shop with a drive through at 749 North Main Street.

The Bellevue Planning and Zoning Commission held a regular meeting on June 16, 2025 at which time the Commission voted to continue the subject application to July 7, 2025, at which time the Commission voted to approve the subject application.

**I. GENERAL BACKGROUND**

1. **Notice** of this hearing is not required pursuant to Bellevue City Code Section 10-17-4(C).
2. The Commission was asked to disclose any conflicts of interest or *ex parte* communications on the subject application. No Commissioners noted any conflicts of interest.
3. Attached to this report are the following exhibits:

**Exhibit A—Application Materials**

<b>Document Name</b>	<b>Receipt of Last Revision</b>
Application	May 5, 2025
Civil Plans	July 2, 2025
Architectural Plans	May 30, 2025
Photometric Plan	May 30, 2025

Family Dollar Site Plan	2012 (Initial entitlement of neighboring property)
Monthly Average Northbound Hourly Traffic Volume, May 2025, ITD ATR #68, North of Hailey	Pulled from ITD Website by Staff on June 11, 2025
Monthly Average Southbound Hourly Traffic Volume, May 2025, ITD ATR #68, North of Hailey	Pulled from ITD Website by Staff on June 11, 2025
Reciprocal Easement Agreement	July 2, 2025
Email stating traffic generation estimate	July 2, 2025

### **Exhibit B— Agency Comments**

The following agencies and departments provided comment prior to the meeting:

- Idaho Transportation Department
- Bellevue City Engineer

### **Exhibit C— Public Comments**

Prior to opening the public hearing, Staff had received public comment from the following individuals or entities:

#### **II. APPLICABLE DESIGN REVIEW STANDARDS & CRITERIA**

#### **BELLEVUE CITY CODE SECTION 10-17-5**

##### **A. Site Planning:**

1. Buildings shall be situated in a manner that preserves existing land forms, trees and other significant vegetation and shall not interrupt waterways or change other natural drainage patterns in a manner which adversely affects adjacent property. Removal of existing trees

of greater than six inch (6") caliper is subject to review.

2. Buildings shall be sited so that their form does not break prominent natural ridge lines.
3. Buildings and parking areas shall be clustered to provide for more usable open space. All accesses from alleys shall require improvements installed by the applicant/owner when applicable including, but not limited to, an asphalt surface or compacted gravel surface as determined by the City Public Works Department. The applicant/owner shall be responsible for relocation of applicable City services/utilities, repair of any damaged City services, snow plowing and snow removal.
4. The alignment of roads and driveways shall follow the contours of the site, and cuts and fills shall be minimized.
5. Retaining walls shall be discouraged, and such walls over three feet (3') high shall be stepped to form a number of benches to be landscaped.
6. Exterior lighting systems shall not create glare nor cast light on neighboring properties. Night lighting shall be only what is needed to promote safe use, preferably with energy conserving lighting of low intensity.
7. A snow storage plan, as a component of the site plan, is required. The plan shall comply with the following requirements:
  - a. Use of sidewalks and required parking areas for snow storage is prohibited.
  - b. Snow storage within one hundred feet (100') of stream banks is prohibited.
  - c. Use of landscaped areas for snow storage may be allowed under the approved snow storage plan.
  - d. Snow storage areas shall be incorporated in site design as well as designs that anticipate snow shedding areas.
  - e. Snow storage areas shall not adversely affect neighboring properties.

- f. Building design shall prevent water from dripping or snow from sliding on pedestrian areas, entrances of buildings, garages and adjacent properties.
- g. Snow storage areas for parking lots containing twenty (20) spaces or more shall be located on site in an amount which is equal to at least one-third ( $\frac{1}{3}$ ) of the hard surfaces proposed with the project. The one-third ( $\frac{1}{3}$ ) amount may be reduced by the use of a snowmelt system, or for good cause demonstrated.
- h. Where snow storage areas cannot be provided on site because of existing buildings or approved building design, an adequate snow hauling plan shall be submitted for and subject to approval by the Planning and Zoning Commission.

The Planning and Zoning Commission may impose such restrictions on snow removal operations as are necessary to reduce the effects of noise or traffic on surrounding areas.

- 8. Visual impact of on site parking, service, trash and loading areas shall be minimized whenever possible by locating these areas to the rear of the building and providing screening with landscaping or fences from adjacent properties and public ways.
- 9. Adequate enclosed on site storage for trash shall be provided for each unit of accessory dwelling units, multi-family and townhouses.
- 10. All utilities shall be installed underground in accordance with the City standards and in a manner and location approved by the City Engineer.
- 11. Building and parking areas shall be designed to provide proper ingress and egress; safe, adequate and efficient pedestrian and vehicular traffic circulation; and the efficient and safe arrangement of on site parking, building location, and circulation.
- 12. Multi-family and townhouses shall provide a minimum of two (2) on site parking spaces for each unit. Accessory dwelling unit parking requirements shall be one off street parking space for a one bedroom ADU and two (2) parking spaces for ADUs with two (2)

to three (3) bedrooms.

13. Adequate unobstructed access for emergency vehicles, snowplows, garbage trucks and similar service vehicles to all necessary locations within the proposed project shall be provided.

**FACTS:** The subject property is generally flat, except for the rear of the property and does not have significant vegetation.

The applicant is proposing to grade and utilize a retaining wall at the rear of the property.

The applicant is proposing to align the front of the building with the adjacent structure.

The applicant has provided a lighting and photometric plan that documents that light trespass and glare is not likely to occur.

The applicant has provided a snow storage plan that shows adequate snow storage area, provided that a reinforced wall is constructed at the rear of the property to prevent snow from being pushed onto the downhill property.

**FINDINGS:** The quantity and impact of the proposed grading is minimal and allowable.

The snow storage plan is likely to be satisfactory.

The building location is consistent with the surrounding properties.

**CONCLUSION:** The proposed site plan is consistent with the requirements of this code section.

## **B. Architecture:**

1. Generally:
  - a. Building and storefront design and construction shall reflect historical architecture styles and shall incorporate building materials, architectural design and features representative of that historical period in Bellevue between 1880 and 1910. That architectural style includes frame and brick construction, frame and shiplap siding construction, horizontal log construction, and similar westward expansion motifs. Also, building design and construction shall preserve and incorporate any such existing structures and features, signage, exterior fixtures and other items from that period.
  - b. A building exceeding eight thousand five hundred (8,500) square feet of building coverage shall incorporate a change in facade design, materials, color and/or height, or a combination thereof, that such building appears to be more than one building. These changes shall occur at a minimum of every fifty feet (50') of wall facade visible by the general public and at the ceiling line of the first floor on two-story buildings. In addition, the facade shall change in depth a minimum of two feet (2') at each such change in facade.
  - c. All buildings in the B Business District shall have a minimum setback from wall/foundation to property line adjacent to Main Street/Highway 75 of three feet (3'), providing an area for covered seating, planters, special event advertising units and displays of merchandise, in addition to the specified requirements of subsection B1b of this section.
  - d. All exterior mechanical equipment shall be screened on all sides with materials and colors matching the approved structure.

- e. Mechanical equipment and solar panels shall be hidden or de-emphasized.
  - f. Metal siding shall not be permitted on buildings on parcels of real property abutting Main Street (State Highway 75) unless deemed appropriate by the Planning and Zoning Commission. All such buildings shall be constructed of or faced with materials that are similar in texture, finish, and appearance to natural materials. The use of natural materials such as wood, brick and stone shall be encouraged, and exterior wall colors shall be of natural earth tones.
  - g. Exterior lighting systems shall not create glare nor cast light on neighboring properties. Night lighting shall be only what is needed to promote safe use, preferably with energy conserving lighting of low intensity.
  - h. Accessory dwelling unit sizes shall comply with section [10-2-1](#) of this title.
2. Multi-Family And Townhouses: Multi-family and townhouses shall maintain traditional rural, small town development patterns and architectural styles in keeping with the existing character of the area and location of the site. Multi-family and townhouse design, style, scale, and aesthetics shall blend with its neighborhood. There shall be no repetitive side by side development of buildings. The City is looking for individual buildings by varying types and styles to make for a pleasant streetscape experience.
3. Accessory Dwelling Units (ADUs): ADUs shall maintain traditional rural, small town development patterns and architectural styles in keeping with the existing character of the area and emulate the primary structure of the site. Design, style, scale, and esthetics shall blend with its neighborhood. Building materials and exterior architectural design shall be reflective of existing structures on the subject site and take into consideration the architectural style and materials of the general vicinity.

**FACTS:** The proposed structure is utilizes a single pitched, low angle roof, sloping

towards the rear of the building.

The proposed structure utilizes natural wood and stone.

The proposed structure is approximately 1,700 square feet.

The proposed structure is set back more than three feet (3') from the property line adjacent to North Main Street.

**FINDINGS:** The building's architecture is generally consistent with Bellevue design standards.

**CONCLUSION:** The proposed site plan is consistent with the requirements of this code section.

**C. Landscaping; Parking; Lighting:**

1. Exterior light fixtures and signs shall be nonglaring in design and installation so as not to adversely affect adjacent properties and public ways.
2. The design of fences, walls and retaining walls shall harmonize with the site and buildings in scale as well as in materials.
3. Preservation of significant natural features such as water, view, topography, and vegetation shall be incorporated in the landscape plan.
4. Site conditions, drought tolerance and local hardiness shall be considered to select appropriate plant species, including grasses for lawn areas.
5. Landscaping shall provide a substantial buffer between incompatible land uses and shall be used to screen from view and to mitigate visual impact of parking areas, loading areas, and garbage containers from adjacent properties and public ways.
6. Installation of adequate drip or other low consumption irrigation systems shall be required. Landscaping shall be properly irrigated and maintained, and landscaping, or any

portion thereof, shall be replaced when it dies or is otherwise destroyed.

7. Adequate drainage shall be provided on site.
8. A minimum of ten percent (10%) of the parking area of parking lots with twenty (20) spaces or more shall be landscaped with islands, dividers, or a combination of the two. Parking lots with twenty (20) spaces or more will have a minimum of fifty percent (50%) of the required landscaped area installed adjacent to Main Street/Highway 75 unless otherwise approved by the commission due to extensive curb cuts and vision safety concerns.
9. All public rights-of-way adjacent to subject property including alleys shall be improved with, but not limited to, asphalt/concrete/compacted gravel, and applicable curbing, gutter, drainage, ADA standards, lighting, sidewalks and striping as recommended by the Public Works Director.

**FACTS:** The applicant provided a lighting and photometric plan with Dark Sky compliant fixtures and no apparent significant light trespass.

The subject property is within an existing commercial subdivision.

The applicant is proposing to extend the existing landscaping into the subject property.

**FINDINGS:** The proposed landscaping is generally consistent with Bellevue design standards.

**CONCLUSION:** The proposed landscape plan is consistent with the requirements of this code section.

#### **D. Curbs, Gutters, Sidewalks And Street Tree Requirements:**

Within the B Business, LB/R Limited Business/Residential, LI/B Light Industrial/Mixed

Business and LI Light Industrial Zoning Districts, curbs, gutters, sidewalks and street trees are required and shall be installed along the street frontage of each lot or parcel of real property upon which a new building or a "major addition" (defined as requiring a building permit and having a cost of construction exceeding \$50,000.00) is constructed. Such improvements shall be constructed in accordance with the applicable construction standards and ordinances of the City.

**FACTS:** Curb, gutter, sidewalk, and street trees already exist along the street frontage of the subject property.

**FINDINGS:** This standard has been satisfied.

**CONCLUSION:** This standard has been satisfied.

## II. DECISION AND ORDER

► **Motion:** Upon a Motion by Commissioner and a second by Commissioner, a vote, the Bellevue Planning and Zoning Commission hereby **approves** of the subject application submitted by Rhy Lund, finding the application **complies** with the applicable criteria set forth in Bellevue City Code.

### Notice of Expiration

Pursuant to Bellevue City Code Section 10-17-7(A), approval of the Design Review application shall expire if the proposed modifications are not complete within one (1) year of the final action by the Commission.

IT IS SO ORDERED this 7<sup>th</sup> day of July, 2025

---

John Kurtz

Chair

---

Brian Parker

Community Development Director



## City of Bellevue

115 E Pine Street

P. O. Box 825 Bellevue, ID 83313

208-788-2128 Fax 208-788-2092

## Design Review Application

Applicant Information		
Business / Project Name: BB Bellevue		
Owner / Applicant Name: Rhy Lund		
Phone #:	(435) 760-4707	Fax #:
email: rhyandylund@gmail.com		
Service Location: Utah, Idaho, Wyoming, Colorado, Nevada		
Mailing Address: 395 N 7800 W Petersboro, UT 84325		
Property Physical Address: 749 N Main St. Bellevue ID 83313		
Property Legal Description:		
Business Type: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Limited Liability <input type="checkbox"/> Partnership <input type="checkbox"/> Other		
Current Zoning: <input checked="" type="checkbox"/> Business <input type="checkbox"/> Limited Business/Res <input type="checkbox"/> Light Industrial <input type="checkbox"/> Residential <input type="checkbox"/> Transitional		
Project Description		
Business / Project Description: Drive-Thru Beans and Brews		
Structure Design:	<input checked="" type="checkbox"/> Stick Built	<input type="checkbox"/> Modular
<input type="checkbox"/> Manufactured/ Mobile (HUD)	<input type="checkbox"/> Container	
Existing Sq Ft:	New Sq Ft: 1700	Total Sq. Ft: 1700
Lot Sq Ft: 19,597		
Living Quarters Included?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes, please describe: _____
Parking Requirements: (See City Code- Zoning Regulations Title 10) 4 parking stalls		
Acknowledgement		
<p>*This application is due no less than 15 days prior to the next regularly scheduled meeting date of the Bellevue Planning &amp; Zoning Commission with all of the required material itemized in Chapter 19, Design Review, and Bellevue City Ordinance 86-03.</p> <p><b>*Design Review Application Fees:</b></p> <p>Non-Residential = Base fee \$400.00 + \$25.00 per each 1,000 square feet of gross floor area</p> <p>Residential = \$Base fee \$200.00 1-6 unites. 7+ unites an additional \$25.00 per unit will be charged.</p> <p><b>*ALL LEGAL, ENGINEERING AND OTHER CONSULTANT FEES SHALL BE REIMBURSED AT 100%</b></p>		
Applicant's Signature:		
		Date: 5-5-2025
Official Use Only		
Date Received:	Check #:	CD Director Signature:



## DESIGN REVIEW APPLICATION PROCEDURES

CITY OF BELLEVUE- COMMUNITY DEVELOPMENT DEPARTMENT  
115 East Pine Street/ P.O. Box 825/ Bellevue, ID 83313  
Telephone: (208) 788-2128 ext. 8

*The following materials and information together with the application form and fees shall constitute a complete application for design review and shall be filed by the applicant prior to consideration of the application by the Commission.*

- 1) Site map of the property upon which the proposed construction is to occur shall be submitted in sufficient detail to show the following:**
  - a) Exterior boundary lines of the property together with dimensions;
  - b) Location of proposed and existing structures with dimensions thereof showing the setback of each structure from the nearest property line;
  - c) Location of on-site parking spaces, ADA accessible spaces, loading zones and access thereto, including the dimensions of the spaces and the width and length of access;
  - d) Location and dimensions of snow storage areas;
  - e) Location of dumpster and/or garbage can storage areas including the dimensions and proposed fencing or other screening;
  - f) Designation of the zoning district in which the project is located;
  - g) Location of vehicular and pedestrian circulation patterns, easements and proposed improvements with regard thereto;
  - h) Contour lines of five (5) foot intervals to show proposed slope and topography of the property;
  - i) Location of existing and proposed adjacent street rights-of-way, fire hydrants, sewer lines, water lines and other utilities, and plans for the separate connection to and extension of each utility to each unit or building;
  - j) Indication of direction of snow slide from roof and drip line of all buildings
  - k) Location of existing structures on adjacent properties;
  - l) Location of onsite trash and personal property storage.
  - m) (1) one large and (7) seven reduced vicinity maps depicting adjacent streets, flood plains, applicable zoning and comprehensive land use designations.
- 2) Preliminary Schematic Drawings of the proposed construction shall be submitted to show the following:**
  - a) Floor plan at not less than one-eighth (1/8) scale;
  - b) (7) seven reduced exterior elevations with facades and other exterior elements shown in color;
  - c) Type and color of exterior materials and roofing with samples thereof;
  - d) Location and type of exterior lighting;
  - e) A colored model shall be submitted for all new buildings not including additions or buildings less than 3,000 sq. ft.
- 3) Landscape Plan and legend shall be submitted in sufficient detail to show the following:**
  - a) (1) one large and (7) seven proposed landscape plans of the project including calculations depicting percentage of land area being landscaped, types and size of trees, ground cover and other vegetation;
  - b) Proposed excavation or land fill including resulting slope grades;
  - c) Location and height of walls or fences;
  - d) Drip or other low consumption irrigation system for landscaping;
  - e) Drainage plan including off-site improvements.
  - f) Street trees shall be a minimum of 3" caliper and planted at spacing not less than one tree for every 35' of public street right-of-way, excluding alleys. All trees shall comply with the Bellevue Street Tree guidelines and obtain an approved encroachment permit from ITD or City of Bellevue.

**RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:**

---

(SPACE ABOVE LINE FOR RECORDER'S USE)

**RECIPROCAL EASEMENT AND PARTY WALL AGREEMENT  
(Lots 9C & 9D, Block 1, Bellevue Business Park Subdivision)**

THIS AGREEMENT ("Agreement") is made and entered into as of this \_\_\_\_ day of July, 2012, by and between the Valley Center, LLC ("Center"), an Idaho limited liability company and T&N Bellevue, LLC ("T&N"), a Utah limited liability company.

**RECITALS**

Center is the owner of Lot 9B, Block 1, Bellevue Business Park Subdivision, Blaine County, Idaho and has entered into a Real Estate Purchase and Sale Agreement with T&N under and by virtue of which it agreed to subdivide said Lot 9B into two separate parcels described as Lots 9C and 9D, Block 1, Bellevue Business Park Subdivision, Blaine County, Idaho, and to convey Lot 9C to T&N, subject to the terms and conditions of this Agreement.

**TERMS AND CONDITIONS**

In consideration of the mutual promises and covenants of each of the parties to this Agreement, it is now hereby agreed as follows:

1. **Common Areas.** For the purposes of this Agreement, the term "common areas" shall refer to all areas within which are intended or utilized for the nonexclusive use of the parcel owners, their patrons and other invitees. Such common areas shall include, without limitation, motor vehicle parking areas, roadways, walkways, landscaped areas, directional signs, signals, outdoor lighting, and other similar facilities provided for the convenience of the parcel owners, their patrons and other invitees. Such common areas shall include all those common areas depicted on the map attached hereto as Exhibit "A".

2. **Parcels and Owners Affected.** For the purposes of this Agreement, the terms "Parcel" and "Owner" shall hereafter have the following meanings, unless the context otherwise requires: "Parcel" shall mean Lots 9C and 9D, Block 1, Bellevue Business Park Subdivision, Blaine County, Idaho, including any common areas within such Parcel; and "Owner" shall mean the party or parties having any estate in any Parcel, excluding any person who holds such interest

as security for the payment of an obligation, but including any mortgagee, beneficiary under deed of trust or other security holder in actual possession of any Parcel, as a result of foreclosure or otherwise, and also including any person taking title through such security holder by purchase at foreclosure sale or otherwise. The benefits and burdens of this Agreement shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3. Easements. Each of the parties hereto hereby grants, bargains, sells and conveys to the other party for their mutual nonexclusive use, a perpetual cross-easement for ingress and egress so that there can be a free flow of vehicular and pedestrian traffic across the common areas of the Parcels, and for common parking, for the use and benefit of the Owners, as well as their employees, business invitees, guests, customers, and all others acting under their authority, and also for utility facilities serving any Parcel (including repair, replacement and maintenance thereof). More particularly, the parties hereto hereby grant each other the following reciprocal easements:

(a) Nonexclusive perpetual easements appurtenant to each Parcel for the purpose of parking motor vehicles of its Owner and/or said Owner's employees, invitees, guests, customers, and all others acting under said Owner's authority; limited, however, to use for purposes connected with or incidental to the business then being conducted upon such Parcel. The parking area easements are easements on such portions of each Parcel as are improved by any Owner from time to time for the parking or accommodation of motor vehicles.

(b) Nonexclusive perpetual easements appurtenant to each Parcel for the purpose of pedestrian traffic of the Owner of such Parcel and for such Owner's employees, invitees, guests, customers and all others acting under said Owner's authority; limited, however, for purposes connected with or incidental to the use then being made of such Parcel. These common area easements are easements on all portions of each Parcel as are provided or available for general use and the convenience of Owners and their employees, invitees, guests and customers, as such portions may be made available and designated from time to time for these purposes by any Owner.

(c) Nonexclusive perpetual easements appurtenant to each Parcel for the purpose of ingress and egress between the public street(s) and any parking areas situated on each Parcel.

(d) Nonexclusive perpetual easements for the benefit of and appurtenant to each Parcel, for the installation of utility service facilities within any common areas, and for the maintenance, repair and replacement of such facilities.

The parties hereto hereby covenant that free access between the Parcels shall be maintained at all times and shall not be impeded; nor shall any party interfere with the beneficial use of any of the easements established hereby.

4. Termination of Agreement. This Agreement, or any or all of the easements specified in Section 3 herein may be terminated by the following methods only: (i) express, written termination by the parties hereto or their successors or assigns filed of record in the Recorder's Office, Blaine County, Idaho, or (ii) automatic termination pursuant to Section 10(b) hereof.

5. Unauthorized Use of Common Areas. The Owners, or their respective successors or assigns to all or any part of their Parcels, shall jointly have the general possession of all common areas, and such parties jointly or individually may, at any time and from time to time, remove, exclude and restrain any person from the use or occupancy of such common areas, excepting said Owners' bona fide permittees who make use of such areas in accordance with the provisions set forth in this Agreement. If unauthorized use is being made of any of the common areas, any Owner may restrain or terminate such unauthorized use by appropriate proceedings.

6. Maintenance of Common Areas. The Owner of each Parcel shall be responsible for the maintenance repair and replacement of any common areas within said Parcel, including the maintenance of common parking facilities, driveway improvements, utility service facilities, light fixtures, landscaping, and other facilities or amenities located within such common areas situated upon said Parcel, so that such areas may continue to be used and enjoyed in common by Owners and their employees, invitees, guests, customers and others acting under their authority. In addition, the Bellevue Business Park charges dues to the owners for common area maintenance and improvements, including, but not limited to snow removal, landscaping, etc. The Owner of each Parcel shall be responsible for the payment of any and all dues and/or assessments made by the Bellevue Business Park allocated to its Parcel.

7. Prohibited Uses. Each Owner agrees that so long as Family Dollar has a lease for a portion of the land addressed herein, neither party will lease (or permit the leasing or subleasing of) or sell any space on these properties or within two (2) miles of the T & N property to any variety store, variety discount store, discount department store, dollar store, liquidation or close-out store, thrift store, any store selling used clothing, or any store similar to Tenant in operation or merchandising. This Paragraph is not intended to prohibit the Owners from leasing or selling space to a drugstore, toy store, hobby store, sporting goods store, card and gift store, hardware store, home improvement store, auto supply store, electronics store, office supply store, or any other store selling a single category of merchandise even though the category may be a broad one such as toys or hardware.

8. Insurance. Each Owner shall at all times maintain public liability insurance with limits of not less than \$1,000,000.00 for personal injury and in amounts of not less than \$1,000,000.00 per person and \$3,000,000.00 per occurrence, naming all Owners as insureds. Each Owner shall hold harmless the other Owner(s), and all tenants, guests and invitees of such other Owner(s), from all claims or judgments arising from the use of common areas located within its respective Parcel, unless the claim, demand or judgment is caused by the negligence of the other Owner, tenant, guest or invitee. Each Owner hereby releases the other Owner(s) from any liability for any loss or damage covered by fire insurance or other casualty insurance, and grants to the other Owner(s), on behalf of any insurer providing such insurance, a waiver of any

right of subrogation which any such insurer may acquire by virtue of payment of any loss covered by such insurance. Some or all of the Owners may join to purchase joint policies of insurance as they may decide amongst themselves.

9. Party Wall Declaration. The improvements located, or to be located, on Parcel 9C is a single building and there is to be a common wall between the improvements on Parcel 9C and improvements to be constructed on Parcel 9D. The common wall shall be a party wall and the Owners of the Parcel on either side of each common wall shall have the right to use it jointly. The Owners acknowledge and agree there shall be no setback requirement from the improvements on Parcel 9C whether or not the improvements on Parcel 9D use the common wall or construct a separate wall.

10. Repair or Restoration.

(a) Should a party wall be damaged or destroyed by the default, negligence, or other act or omission of an Owner, such Owner shall rebuild or repair the party wall and shall compensate the other Owner(s) for any damage to the property of the other Owner(s).

(b) Should the party wall at any time while in use by both Owners be damaged or destroyed by any cause other than the act or omission of any Owner, the common wall shall be repaired or rebuilt at their joint expense, provided that any sum received from insurance against such injury or destruction shall first be applied to such repair or restoration; provided, however, that if all of the improvements are destroyed by any cause other than the act or omission of any Owner, any Owner shall have the option of rebuilding on its Parcel without a party wall if the City of Bellevue gives its approval of such construction, and in such event, this Section 9 of this Agreement shall be automatically terminated.

(c) Should any Owner fail to rebuild or repair the party wall as required by Section 10(a), or pay his portion of the expense required by Section 10(b), the other Owner(s) may, if such condition is not corrected within thirty (30) days of the receipt of written notice from said other Owner(s) (or as soon as reasonably possible thereafter if the condition in question cannot reasonably be corrected within said 30-day period), undertake such repair or rebuilding as is necessary to correct the damage or injury to the party wall. All costs of such repair or rebuilding undertaken under such circumstances shall be payable by the defaulting Owner in accordance with the provisions of Section 10(a) or 10(b), and the amount of such costs shall constitute a lien against the defaulting Owner's Parcel, enforceable pursuant to paragraph 7 hereinabove.

11. Payment of Utilities. The Owner of each Parcel shall be responsible for payment of its own utilities except those which may be commonly billed. Such billing shall be paid for on a pro rata basis by the Owners. In the event any Owner does not pay its pro rata portion of the bill, any other Owner(s) may pay such bill, and the amount of such costs shall constitute a lien against the defaulting Owner's Parcel, enforceable pursuant to Section 7 hereinabove.

12. Binding Effect. The easements hereby granted, the restrictions hereby imposed, and the Agreements herein contained, shall be easements, restrictions and covenants running with the land, and shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first hereinabove written.

The Valley Center, LLC, an Idaho  
limited liability company

By: 

Name: JOHN SOFIO

Title: manager

T&N Bellevue, LLC, a Utah limited  
limited liability company

By: 

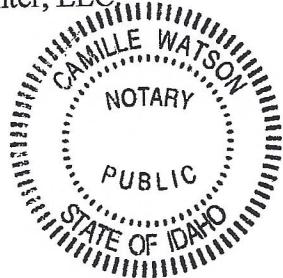
Name: Kurtis Lund

Title: Manager

State of Idaho )  
                  ) ss.

County of Blaine )

On this 12<sup>th</sup> day of July, 2012, before me, a Notary Public in and for said State, personally appeared John A. Sofro, known or identified to me to be the Managing Member of Valley Center LLC, a limited liability company and a member of The Valley Center, a limited liability company, the member or one of the members who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that such limited liability company executed the same in the name of The Valley Center, LLC



Camille K. Watson

Notary Public for Idaho

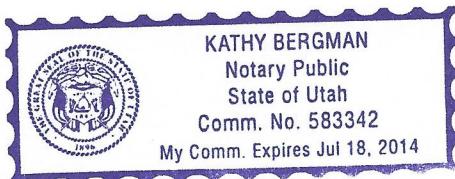
Residing at Blaine County

Commission Expires: 05-07-2013

State of Utah )  
                  ) ss.

County of Cache )

On this 12<sup>th</sup> day of July, 2012, before me, a Notary Public in and for said State, personally appeared Kurtis Lund, known or identified to me to be the Mgr of TEN Bellevue, LLC, a limited liability company and a member of TEN Bellevue, a limited liability company, the member or one of the members who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that such limited liability company executed the same in the name of \*, LLC.



Kathy Celeste

Notary Public for Utah

Residing at Brigham City

Commission Expires: 7/18/2014

**EXHIBIT A  
MAP OF PARCELS**

**Archived:** Wednesday, July 2, 2025 4:02:52 PM

**From:** [Rhy Lund](#)

**Mail received time:** Wed, 2 Jul 2025 08:43:25 -0600

**Subject:** Beans and Brews Bellevue, ID Design Review

**Attachments:**

BEANS CIVIL UPDATE 7-2-25.pdf  Reciprocal Easement and Party Wall Agreement.pdf 

---

Hey Brian,

Here are the revised plans. The civil engineer got the topo and all the elevations into the Grading and Drainage Plan. Also, he has put in the traffic/pedestrian plan on the Site Plan. And the snow storage fence/wall on the Grading and Drainage Plan.

After getting the topo in there, we realised, like you said, that we were over the steep slope in the back of the property. To get away from that, we pushed everything forward a little without compromising the drive-thru turn radius and ended up with less hard surface. Thus, reducing the amount of snow storage area necessary.

I also got with Beans and Brews and asked them about their prediction on how many vehicles per hour they anticipate, and this is what I got back from them:

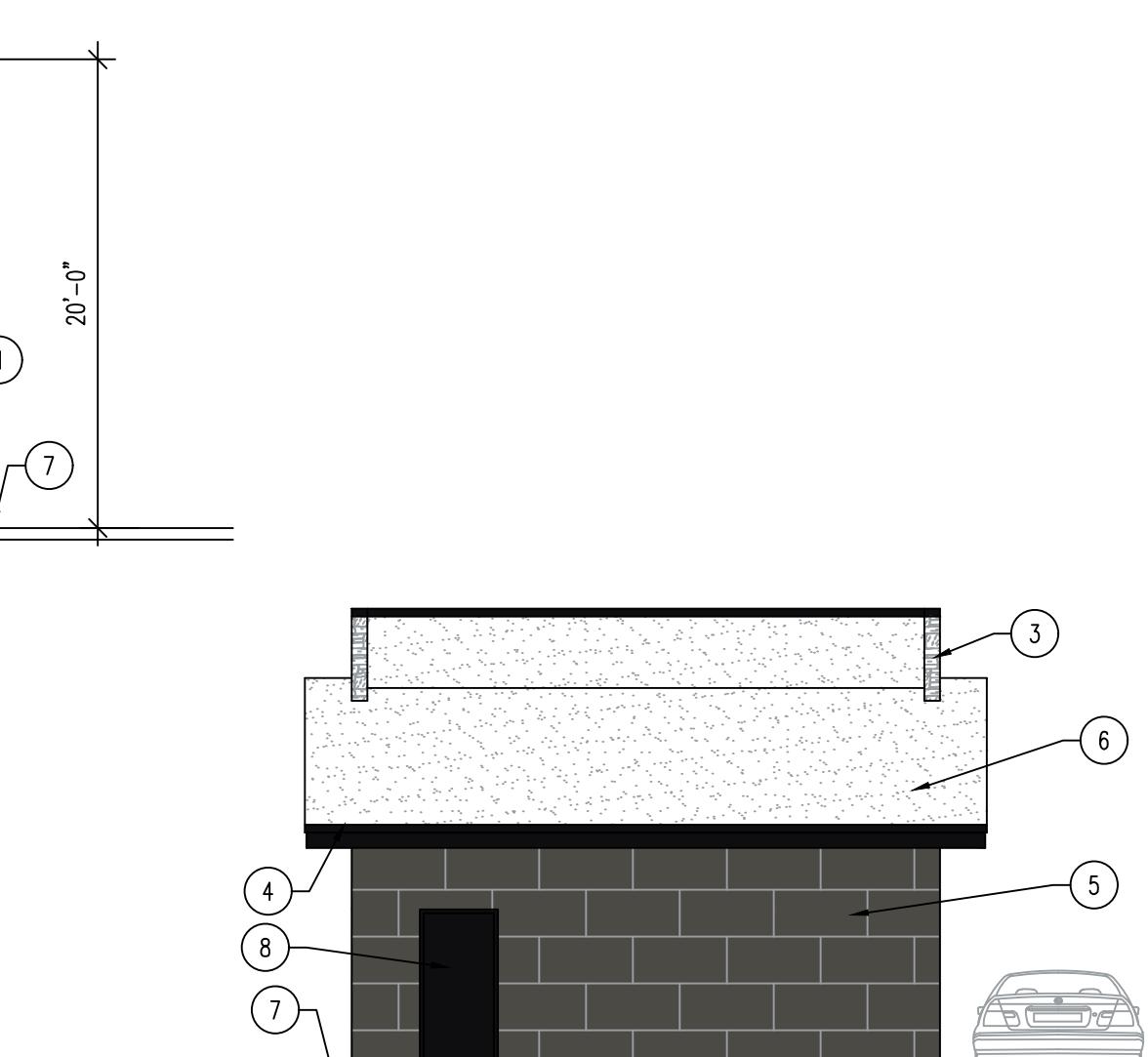
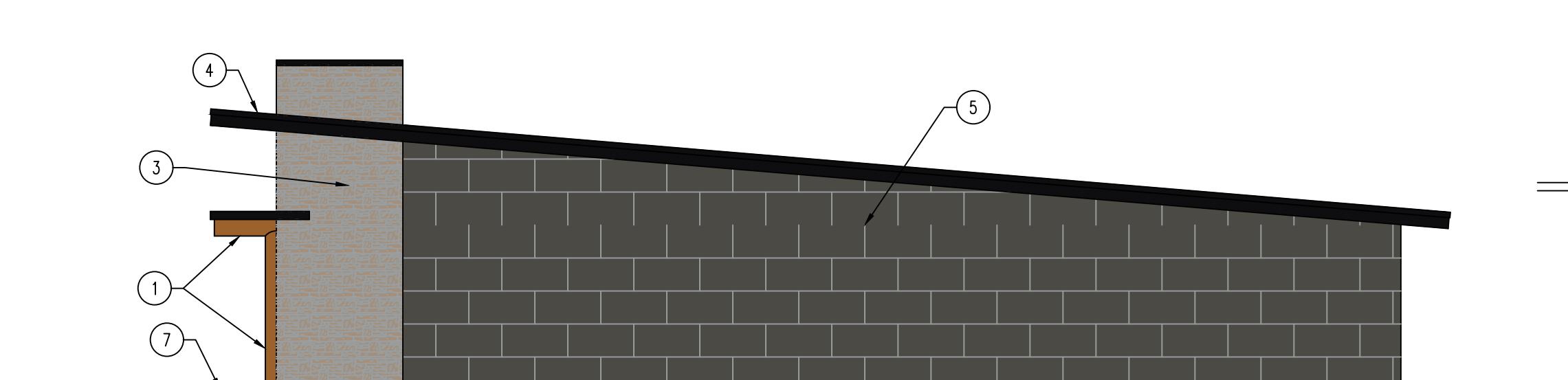
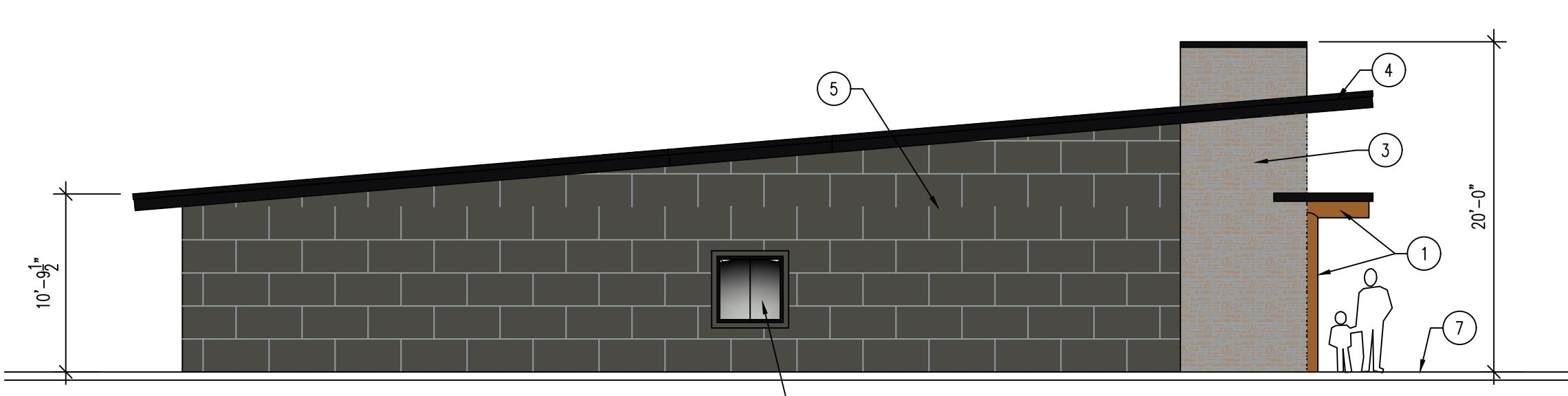
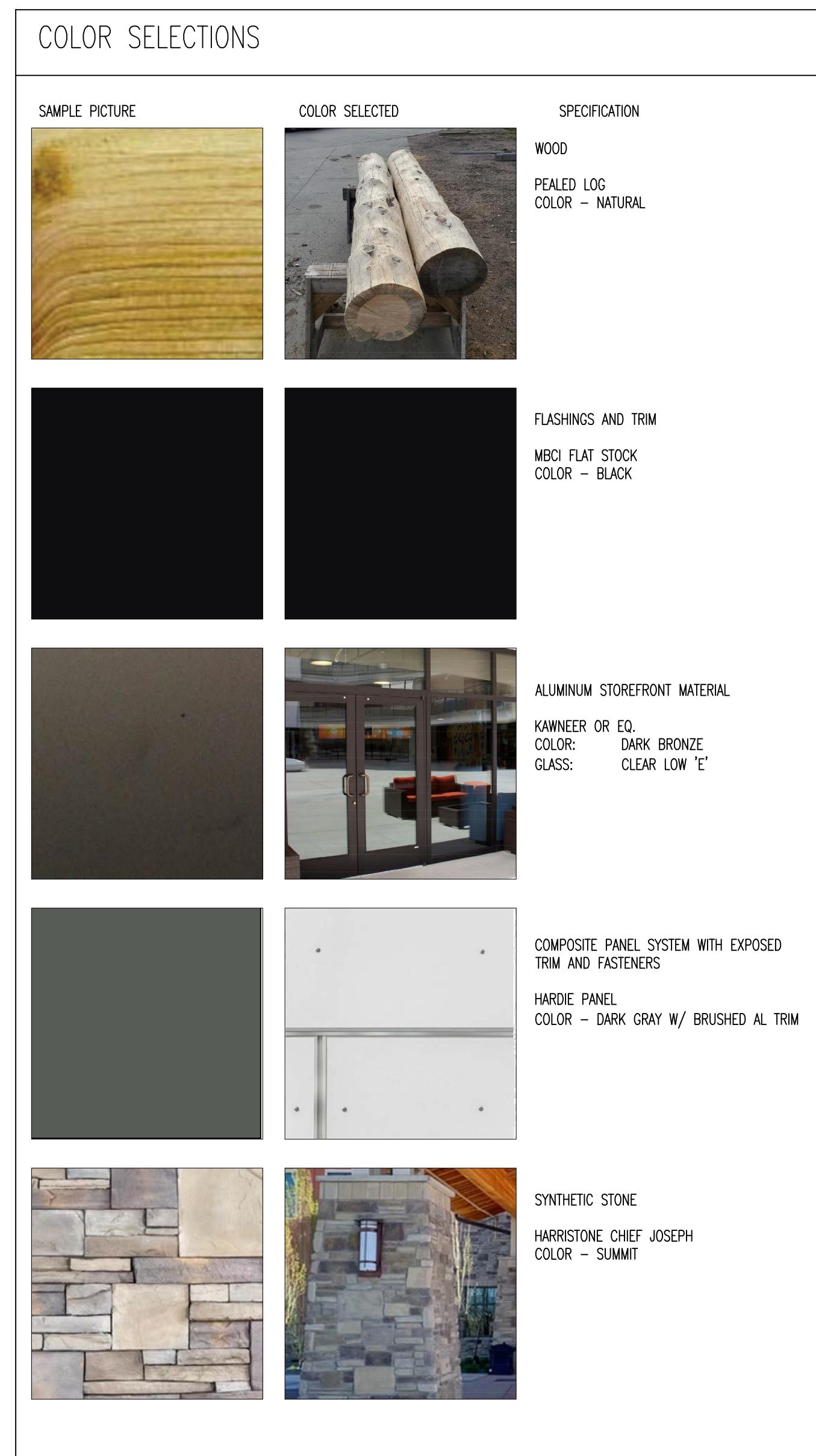
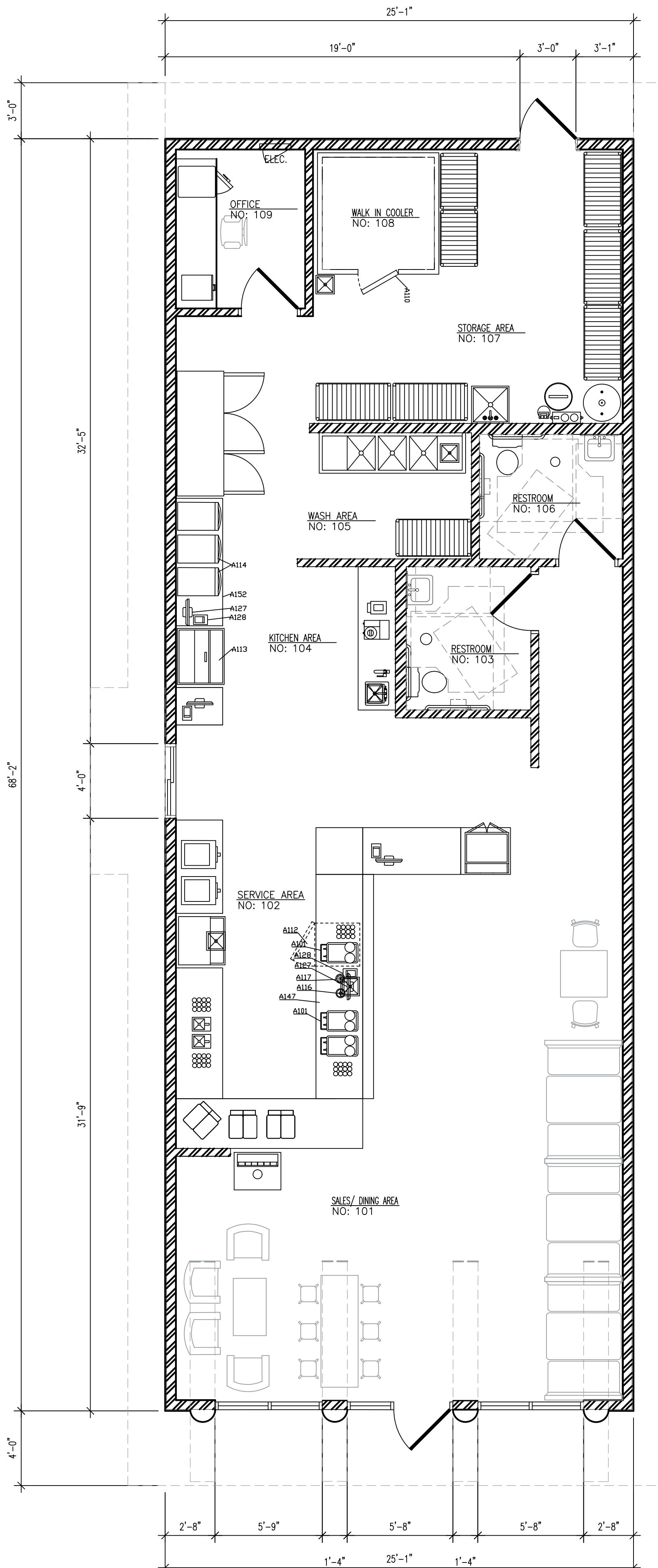
"After looking at some stats for Bellevue specifically this is my best educated guess... Probably between 80-100 cars a day, with 50% of that in your peak period which is usually about 3 hours long depending on commuters and that kind of stuff.

So maybe 20-25 guests an hour in your peak time frame. Again this is a very rough estimate. I imagine at first in a small area it might be busier because people are excited for new coffee and then it will taper down."

Attached are the plans and the Reciprocal Easement. The maintenance of common areas, which I was referring to, is section 6 of the document. Let me know what you think and if you need more information before the meeting on the 7th. Thank you. Also, BIG thank you for catching the email scam. That's the most convincing scam invoice I've received to date.

Rhy Lund  
(435) 760-4707

[rhyandylund@gmail.com](mailto:rhyandylund@gmail.com)



ALL IDEAS, DESIGNS, ARRANGEMENTS, AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF VINCENT DESIGN GROUP, INC. AND WERE CREATED IN THE COURSE OF VINCENT DESIGN GROUP, INC. BUSINESS. REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER 18 U.S.C. SEC. 106 UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION, IN VIOLATION OF 18 U.S.C. SEC. 1905 ET SEQ. AND OTHER LAWS.

**VDG**

VINCENT DESIGN GROUP, INC.  
ARCHITECTS AND PLANNERS

401 EAST 1700 SOUTH, SALT LAKE CITY, UTAH (801) 484-2046

vincentdesign@utah.comcastbiz.net

**BEAN AND BREWS COFFEE**

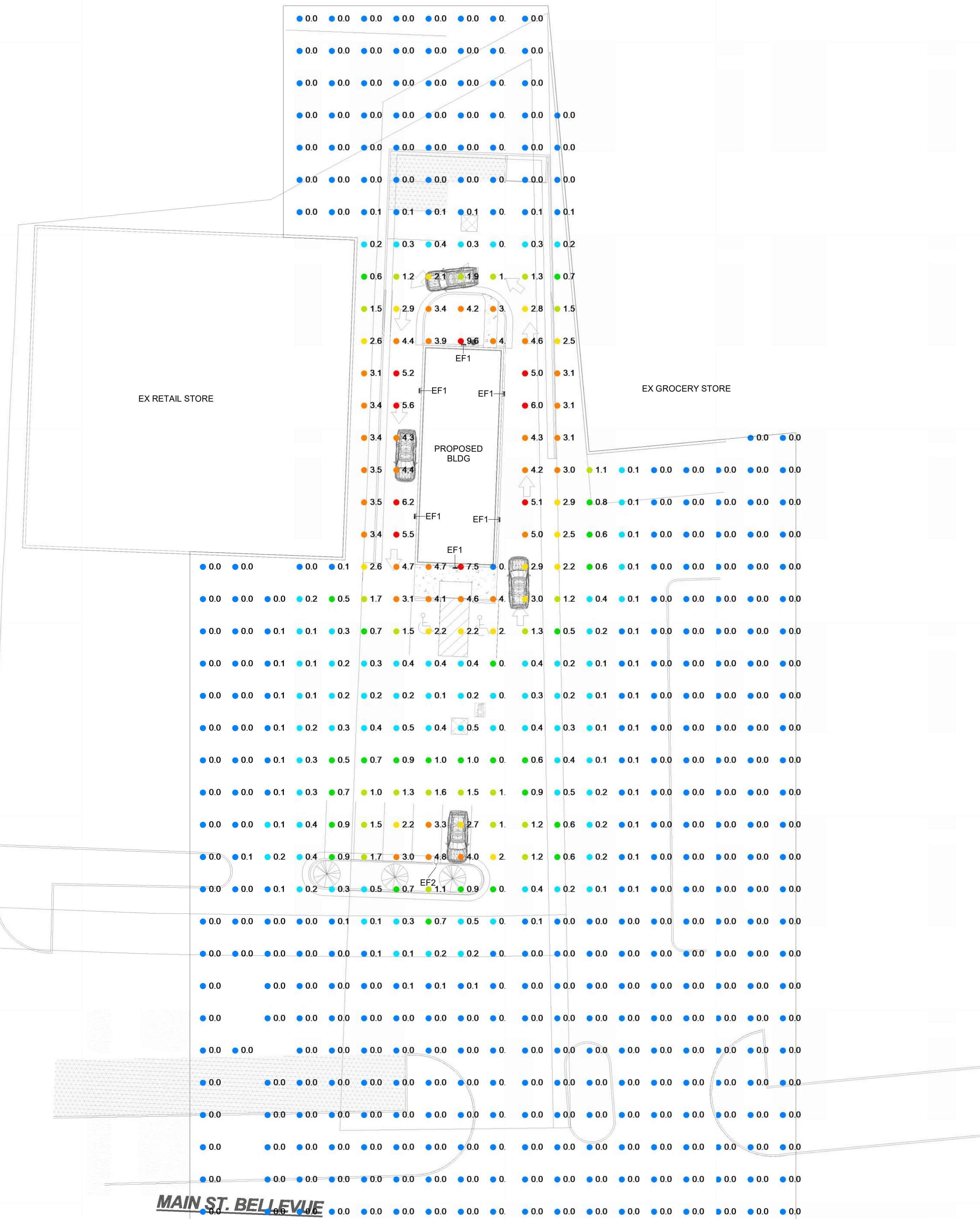
749 NORTH MAIN STREET  
BELLVUE, IDAHO

COLOR BOARD AND FLOOR PLAN

ARCH. PROJECT NO: XX-XXX  
DATE: X/X/X  
DRAWN BY: BRENT  
CHECKED BY:  
DESIGNED BY:  
© COPYRIGHT VDG ARCHITECTS

DATE REVISION

**A-1.00**  
ARCHITECTURAL



LIGHTING FIXTURE SCHEDULE					
* VERIFY SELECTION OF FIXTURES W/ OWNER		Manufacturer *		Model *	Wattage (MAX)
Mark	Description	Manufacturer	Model	Wattage (MAX)	Lamp
EF1	WALL PACK DOWNLIGHT (H=10")	Lithonia	DSXW2 LED 20C 700 30K T3M	47 W	LED
EF2	FULL CUT-OFF POLE LIGHT (H=17")	Lithonia	RSX1 LED-P1-30K-R4	51 W	LED

## CONSTRUCTION NOTES

1. GRID VALUES ARE FOOT-CANDLES AT GROUND LEVEL
2. CONTRIBUTION FROM EXISTING LIGHT SOURCES IS NOT INCLUDED IN ANALYSIS.

## CITY OF BELLEVUE, IDAHO - EXTERIOR LIGHTING REQUIREMENTS

## 10-22B-3: GENERAL STANDARDS:

- A. All exterior lighting, excluding street lighting and lighting associated with law enforcement facilities and emergency response facilities, shall be designed, located and lamped in order to prevent or minimize:
  - 1. Overlighting.
  - 2. Energy waste.
  - 3. Glare.
  - 4. Light trespass.
  - 5. Skyglow.
  - 6. Public nuisance.

B. All nonessential exterior commercial, recreational, and residential lighting shall be turned off after business hours and/or when not in use. Lights on a timer are encouraged. Sensor activated lights are encouraged to replace existing lighting that is desired for security purposes. Residential exterior lighting shall not create a public nuisance by light trespassing.

C. Canopy lights, such as service station lighting or covered entries, shall be fully recessed or fully shielded so as to ensure that no light source is visible from or causes glare on public rights-of-way or adjacent properties.

Area lights, excluding public street lighting shall be a minimum of eight five degree (85°) full cutoff type luminaires.

D. Idaho Power shall not install any luminaires after the effective date hereof that lights the public right-of-way without first receiving approval for any such application by the Lighting Administrator. (Ord. 2015-02, 4-20-2015)

## 10-22B-4: TYPES OF LUMINAIRES:

No unshielded or clear glass luminaires shall be allowed. All exterior lighting shall use full cutoff luminaires with the light source downcast and fully shielded, with the following exceptions:

A. Luminaires that have a maximum output of one thousand (1,000) lumens per fixture, regardless of number of lamps (equal to one 60-watt incandescent lamp) may be partially shielded, provided the lamp is not visible and the luminaire has an opaque top or is under a solid overhang. (See section 10-22B-9, figure 3 of this article.)

B. Floodlights with external shielding shall be angled; provided, that no light is directly above a thirty degree (30°) angle measured from the vertical line from the center of the light extended to the ground, and only if the luminaire does not cause glare or light to shine on adjacent property or public rights-of-way (see section 10-22B-9, figure 6 of this article) or cells with timers that allow a floodlight to go on at dusk and off by eleven o'clock (11:00 P.M.) are encouraged.

C. Residential holiday lighting is allowed from November 1 to March 15. Flashing holiday lights on residential properties are discouraged. Holiday lights shall be turned off by eleven o'clock (11:00 P.M.).

D. Commercial holiday lighting is allowed from November 1 to March 15. Commercial holiday lights shall be turned off by eleven o'clock (11:00 P.M.) or the close of business, whichever is later.

## E. Sensor activated luminaires, provided:

- 1. They are located in such a manner as to prevent glare and lighting onto properties of others or into a public right-of-way.
- 2. The luminaire is set to only go on when activated and to go off within five (5) minutes after activation has ceased.

F. All temporary emergency lighting required by the Fire and Police Departments or other emergency services.

G. Uplighting for flag poles if the flag is a United States of America or State of Idaho official flag and the maximum lumens output is one thousand three hundred (1,300) lumens. Flags may be taken down at sunset to avoid the need for lighting. (Ord. 2015-02, 4-20-2015)

H. Uplighting for landscaping is prohibited. (Ord. 2015-02, 4-20-2015; and, 2018 Code)

I. Lighting of radio, communication and navigation towers, provided the owner or occupant demonstrates that the Federal Aviation Administration (FAA) regulations can only be met through the use of lighting that does not comply with this article.

J. Exterior neon lights are prohibited pursuant to this chapter unless they meet the provisions as set forth in subsection 10-22A-4D3 of this chapter. (Ord. 2015-02, 4-20-2015)

## 10-22B-5: PLACEMENT AND HEIGHT OF LUMINAIRES:

A. Parking area luminaires shall be no taller than seventeen feet (17') from the ground to their tallest point.

Parking area luminaires shall be no taller, lower in height and lower in light level, as opposed to fewest number, highest in height and higher in light level.

B. Freestanding luminaires on private property in residential zones shall be mounted at a height no greater than twelve feet (12') from ground level to the top of the luminaire.

C. Streetlights used on arterial roads may exceed twenty feet (20') in height, with the approval recommendation by the Common Council, and only with a finding that exceeding twenty feet (20') is necessary to protect the safety of the residents of the City.

D. Luminaires used for playing fields shall be exempt from the height restriction, provided all other provisions of this section are met, and the light is used only while the field is in use. (Ord. 2015-02, 4-20-2015)

## 10-22B-6: ILLUMINANCE LEVELS AND TYPES OF LAMPS:

A. Illuminance levels for parking lots, sidewalks, and other walkways affected by side mounted building lights and freestanding sidewalk lights (non-streetlights) shall not exceed illuminance levels listed in the most current IESNA Recommended Practices. The City recognizes that not every street area will require lighting.

B. Parking lot and building site lighting shall not exceed a maximum average illuminance of 1.5 foot-candles.

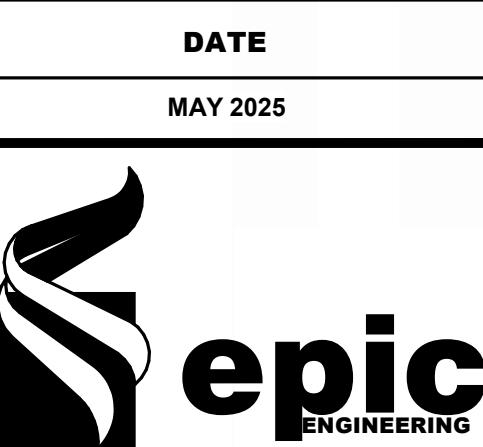
C. The use of field lighting for exterior wall washing is prohibited for residences, condominiums and apartments; the use of recessed eave lighting to achieve wall washing is permitted. Suggested maximum average limits for wall washing are:

1. Dark colored exterior surfaces: 1.0 foot-candle.
2. Light colored exterior surfaces: 0.5 foot-candle.

Illuminance measurements of indirect light creating wall wash shall be measured with an illuminance meter four feet (4') from ground level, with the meter held horizontally and touching the wall surface.

D. Streetlights shall be high pressure sodium, low pressure sodium or metal halide, unless otherwise determined that another type is more efficient. Streetlights along residential streets shall be limited to a seventy (70) watt high pressure sodium (hps) light with a lumen output of six thousand four hundred (6,400). Streetlights along nonresidential streets and intersections shall be limited to a one hundred (100) watt hps, with a lumen output of one thousand five hundred (9,500) lumens per light fixture at intersections. Street highways shall be limited to two hundred fifty (250) watts hps. If a light type other than high pressure sodium is permitted, then the equivalent output shall be the limit for the other light type (see section 10-22B-9, table 1 of this article).

E. All existing and/or new exterior lighting, excluding street lighting and lighting associated with law enforcement facilities and emergency response facilities, shall not cause light trespass and shall protect adjacent properties from glare and excessive lighting. (Ord. 2015-02, 4-20-2015)



REVISIONS		
MARK	DATE	DESCRIPTION

DRAWN: HM  
DESIGNER: KDC  
REVIEWED: DIO  
PROJECT #:  
25VDG088

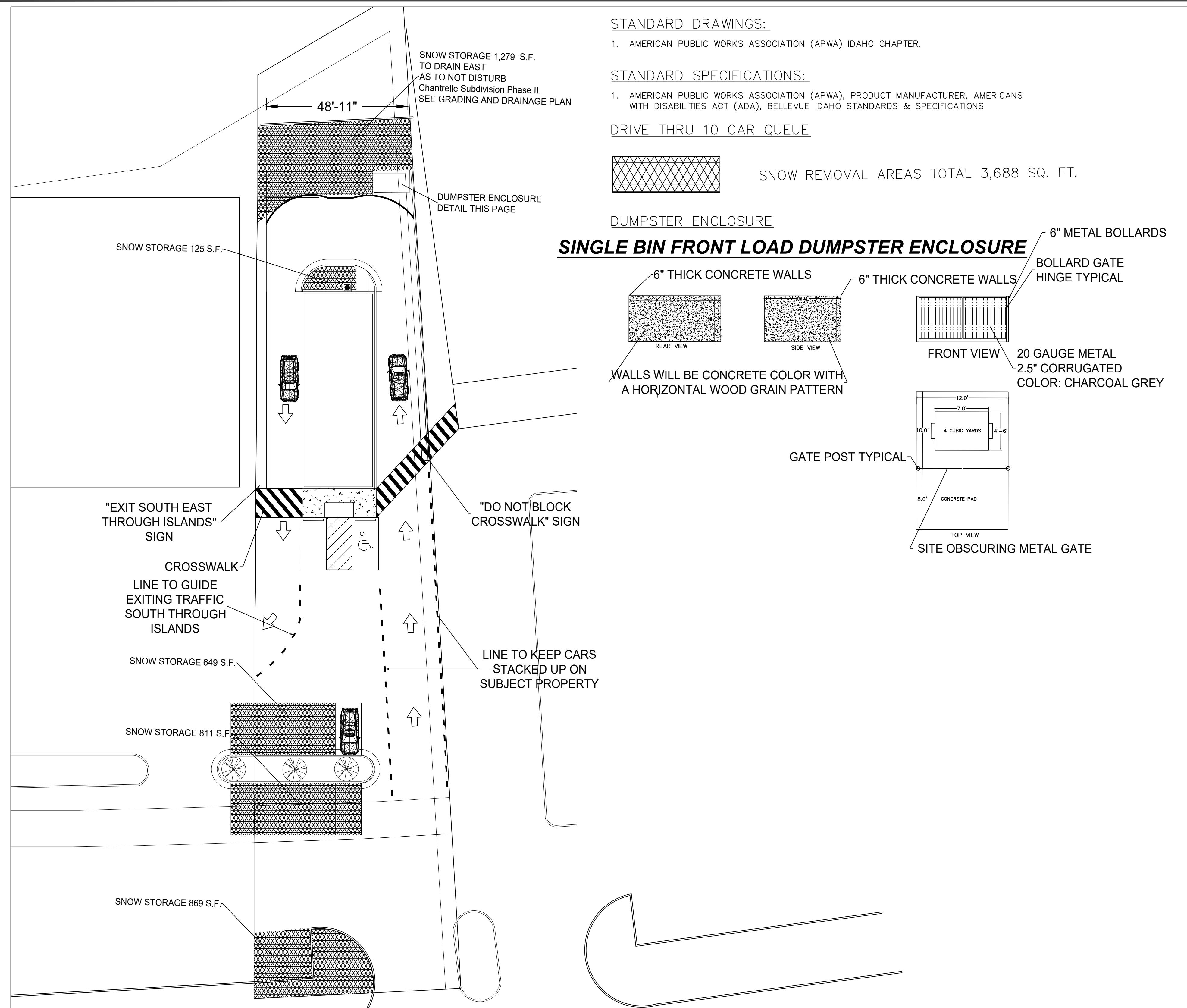
SCALES  
1" = 20'-0"  
BAR SCALE MEASURED 10'-0" &  
FULL SCALE SHEET ADJUST 1/4" & HALF SHEET

PROJECT NAME:  
BEANS & BREWS

PROJECT LOCATION:  
749 N MAIN STREET  
BELLEVUE, ID 83313

SHEET TITLE:  
PHOTOMETRIC  
LIGHTING PLAN

PLAN SET: SHEET  
PERMIT E1.2



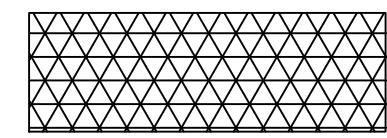
STANDARD DRAWINGS:

1. AMERICAN PUBLIC WORKS ASSOCIATION (APWA) IDAHO CHAPTER.

STANDARD SPECIFICATIONS:

1. AMERICAN PUBLIC WORKS ASSOCIATION (APWA), PRODUCT MANUFACTURER, AMERICANS WITH DISABILITIES ACT (ADA), BELLEVUE IDAHO STANDARDS & SPECIFICATIONS

DRIVE THRU 10 CAR QUEUE



SNOW REMOVAL AREAS TOTAL 3,688 SQ. FT.

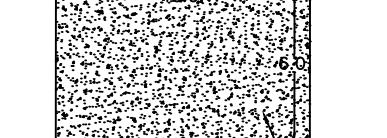
DUMPSTER ENCLOSURE

**SINGLE BIN FRONT LOAD DUMPSTER ENCLOSURE**

6" THICK CONCRETE WALLS

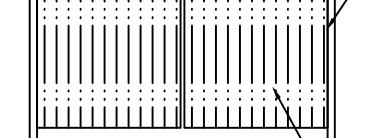


REAR VIEW



SIDE VIEW

6" THICK CONCRETE WALLS

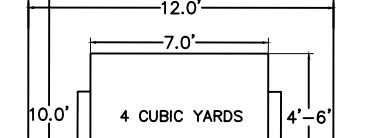


FRONT VIEW

6" METAL BOLLARDS  
BOLLARD GATE HINGE TYPICAL

20 GAUGE METAL  
2.5" CORRUGATED  
COLOR: CHARCOAL GREY

GATE POST TYPICAL



TOP VIEW

SITE OBSCURING METAL GATE



CONCRETE PAD

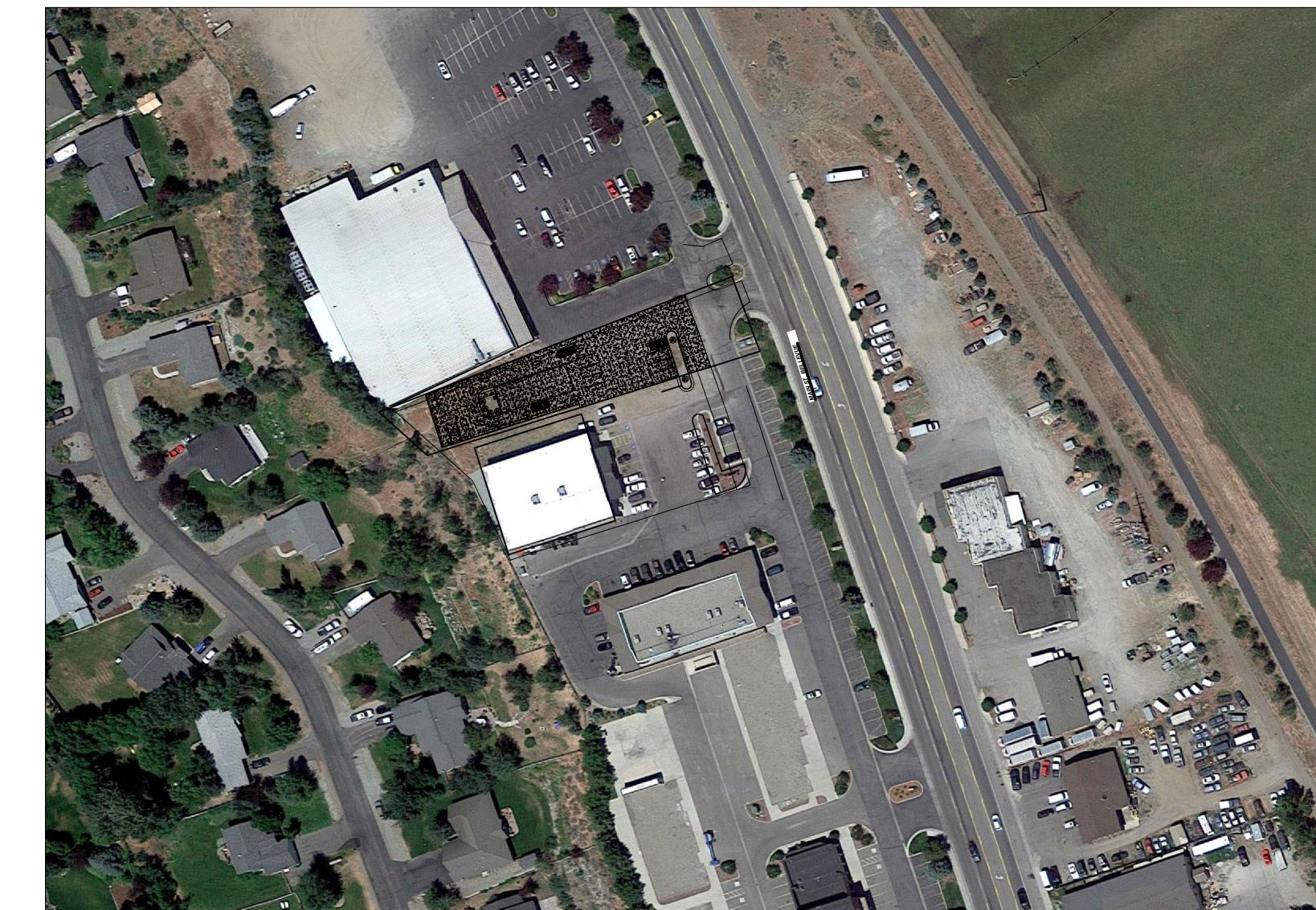
# BEANS & BREWS BELLEVUE, IDAHO

749 N MAIN ST  
BELLEVUE, ID 83313

FOR

RR BELLEVUE LLC

395 N 7800 W MENDON, UTAH 84325 – 435-760-4707



RECORD OF REVISIONS:

RE:

SEAL:

0

1

2

DO NOT USE THIS DRAWING FOR SCALING PURPOSES IF THE ABOVE SCALE DOES NOT MEASURE 1 INCH IN LENGTH.

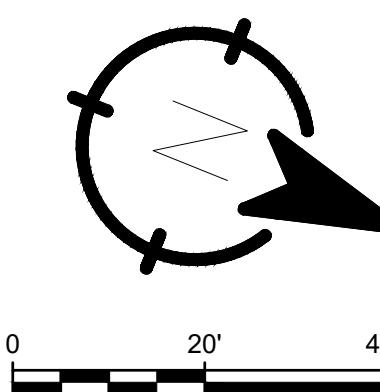
THE INFORMATION WITHIN THESE PLANS IS THE PROPERTY OF MOUNTAIN ROOTS ENGINEERING, LLC AND SHALL NOT BE COPIED, MODIFIED, OR USED FOR ANY OTHER PROJECT EXCEPT BY WRITTEN AGREEMENT.

**SHEET INDEX:**

C-1	SITE PLAN (HORIZONTAL CONTROL)
C-2	GRADING AND DRAINAGE PLAN
C-3	UTILITY PLAN
C-4	LANDSCAPE PLAN

**LEGEND:**

PARCEL No.:	RPB029000109DD
PLAN PREP DATE:	05-07-2025
SITE AREA:	0.450 ACRES
GROSS BUILDING:	1,700 SQ. FT.
ASPHALT AREA:	10,924 SQ. FT.
LANDSCAPE AREA:	2,617 SQ. FT.
% OF LANDSCAPE AREA:	22.2 % OF SITE
No. PARKING PROVIDED:	13 SPACES



COVER SHEET  
BELLEVUE, IDAHO

PROJECT #: 02  
DRAWN BY: KL  
CHECKED BY: RL

SHEET NO:

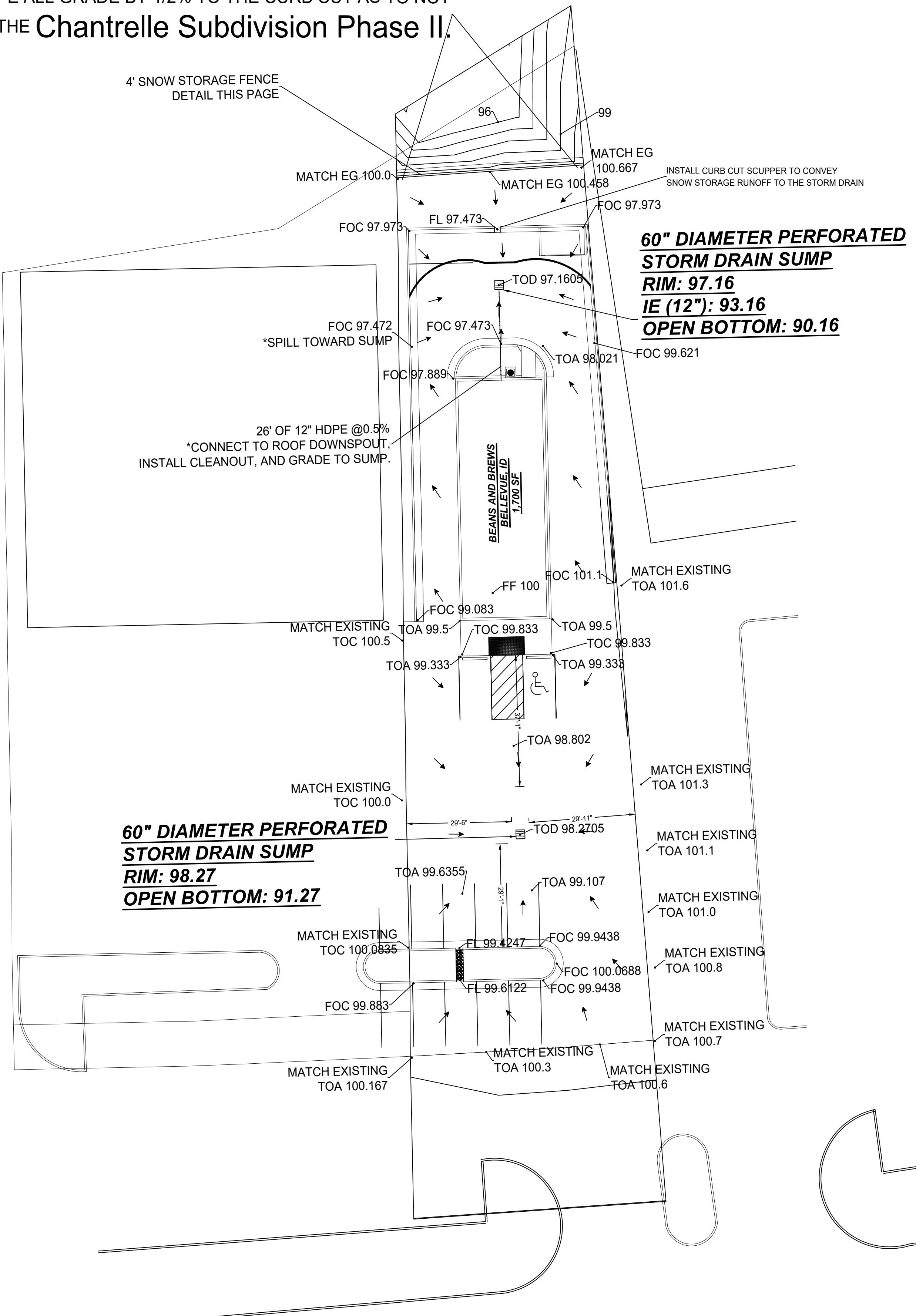
C-1

1 OF 5

**GENERAL NOTES:**

- THE CONTRACTOR SHALL READ ALL OF THE NOTES AND SPECIFICATION AND SHALL BE SATISFIED AS TO THEIR TRUE MEANING & INTENT BEFORE CONSTRUCTION BEGINS.
- IF EXISTING IMPROVEMENTS NEED TO BE DISTURBED AND OR REMOVED FOR THE PROPER PLACEMENT OF IMPROVEMENTS TO BE INSTALLED BY THESE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING IMPROVEMENTS FROM DAMAGE. WHEN EXISTING FACILITIES ARE REMOVED, DAMAGED, OR CUT IN THE INSTALLATION OF THE WORK OUTLINED IN THESE PLANS, SAID FACILITIES SHALL BE REPLACED AT THE CONTRACTORS EXPENSE WITH MATERIALS EQUAL TO OR BETTER THAN THE MATERIALS USED IN THE ORIGINAL CONDITION. THE FINISHED PRODUCT SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER, THE ENGINEER, AND THE RESPECTIVE REGULATORY AGENCY.
- CONTRACTOR TO FOLLOW ALL GEOTECHNICAL RECOMMENDATIONS. ALL GRADING, CUT/FILL, COMPACTION, ASPHALT DESIGN, TRENCH EXCAVATION/BACKFILL, RETAINING WALLS AND FOOTINGS MUST BE COORDINATED WITH THE PROJECT GEOTECHNICAL ENGINEER.
- ALL TRAFFIC CONTROL, STRIPING & SIGNAGE SHALL CONFORM TO CURRENT GOVERNING AGENCIES STANDARDS AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS, APPROVALS, AND LICENSES REQUIRED FOR THE CONSTRUCTION AND COMPLETION OF THE PROJECT, AND SHALL PERFORM ALL WORK IN ACCORDANCE WITH THE REQUIREMENTS AND CONDITIONS OF ALL PERMITS AND APPROVALS APPLICABLE TO THIS PROJECT. THE CONTRACTOR SHALL ENSURE THAT THE NECESSARY RIGHT-OF-WAY, EASEMENT, AND/OR PERMITS ARE SECURED PRIOR TO CONSTRUCTION.
- THE LOCATIONS AND ELEVATIONS OF ALL UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON FIELD SURVEYS PROVIDED BY OTHERS AND LOCAL UTILITY COMPANY RECORDS. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF UNDERGROUND UTILITIES ARE NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE.
- CONTRACTOR SHALL PROVIDE ALL SHORING, BRACING, SLOPING, FENCING, OR OTHER PROVISIONS NECESSARY TO PROTECT PERSONS FROM ALL AREAS TO BE EXCAVATED TO A DEPTH OF 4 FEET OR MORE. FOR EXCAVATIONS EXCEEDING 4 FEET IN DEPTH, THE CONTRACTOR SHALL COMPLY WITH ALL LOCAL, STATE, AND NATIONAL SAFETY CODES, ORDINANCES, OR REQUIREMENTS FOR EXCAVATION AND TRENCHES.
- CONTRACTOR SHALL COORDINATE LOCATION OF NEW "DRY UTILITIES" WITH THE APPROPRIATE UTILITY COMPANY, INCLUDING BUT NOT LIMITED TO: TELEPHONE SERVICE, GAS SERVICE, POWER, CABLE, AND INTERNET.
- CONTRACTOR SHALL NOT HIDE ANY UTILITIES.
- WHERE THE PLANS OR SPECIFICATIONS DESCRIBE PORTIONS OF THE WORK IN GENERAL TERMS, BUT NOT IN COMPLETE DETAIL, IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE HIGHEST QUALITY ARE TO BE USED.
- ALL VALVES AND MANHOLE COVERS SHALL BE RAISED OR LOWERED TO MEET FINISHED GRADE.
- ALL CULINARY WATER LINES SHALL BE INSTALLED A MINIMUM OF 48" BELOW FINISH GRADE TO THE TOP OF THE PIPE.
- ALL CULINARY WATER LINES AND SANITARY SEWER LINES SHALL HAVE A MINIMUM HORIZONTAL SEPARATION OF 10 FEET, MEASURE FROM PIPE EDGE TO PIPE EDGE. WHEN CROSSING, A MINIMUM VERTICAL SEPARATION OF 18 INCHES IS REQUIRED.
- NO CHANGE IN DESIGN LOCATION OR GRADE WILL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE PROJECT ENGINEER.
- THE LANDSCAPE IRRIGATION SYSTEM MUST HAVE A HIGH HAZARD RATED BACKFLOW ASSEMBLY INSTALLED AND TESTED.

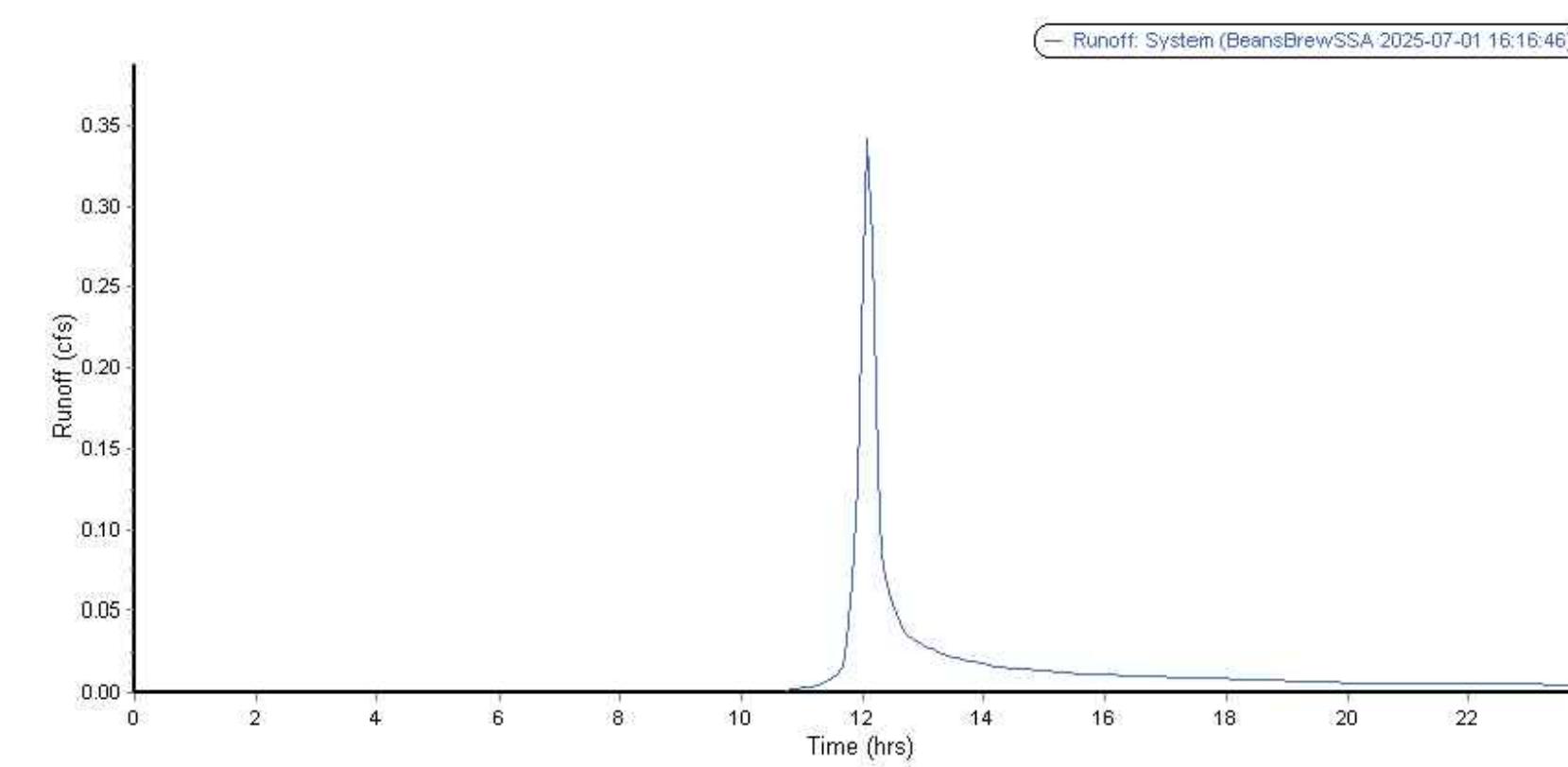
SLOPE ALL GRADE BY 1/2% TO THE CURB CUT AS TO NOT  
DISTURB THE Chantrelle Subdivision Phase II.



STORMWATER NOTES: (TBD)

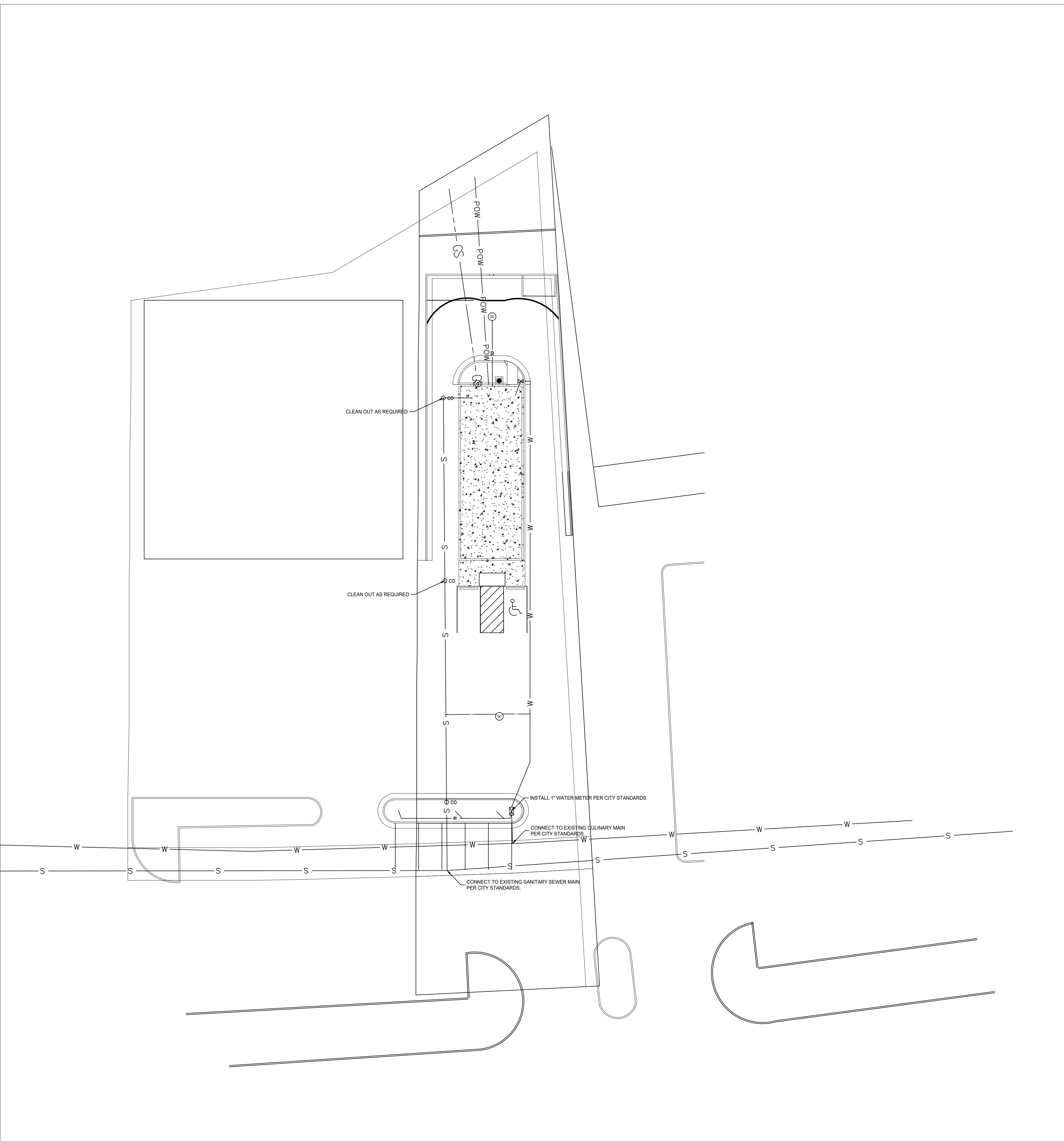
1. DESIGN STORM: 10-YEAR CUMULATIVE STORM FOR BLAINE COUNTY, IDAHO, WITH A TOTAL RAINFALL AMOUNT OF 1.5 INCH USING A SCS TYPE II 24-HR STORM DISTRIBUTION. (STORM & SANITARY ANALYSIS 2023).
2. STORMWATER WILL BE CONVEYED TO THE PERFORATED OPEN BOTTOM DRAINAGE SUMPS (DRY WELLS) AS RECOMMENDED IN THE SITE GEOTECHNICAL REPORT. SEE DETAIL ON PAGE 23 OF SAID REPORT.
3. SOIL GROUP = A (SEE GEOTECHNICAL REPORT)
4. TC=10 MINUTES
5. 0.37 ACRES OF THE SITE WAS MODELED AS IMPERVIOUS AREA WITH A CURVE NUMBER OF 55.
6. THE REMAINING LANDSCAPE AREAS (0.08 ACRES) USED A CURVE NUMBER OF 60.
7. ANY FLOWS RECEIVED BEYOND THE DESIGN STORM WILL OVERTOP THE DRAINAGE SUMPS (DRY WELLS) AND FOLLOW THE PRE-DEVELOPMENT DRAINAGE PATHS

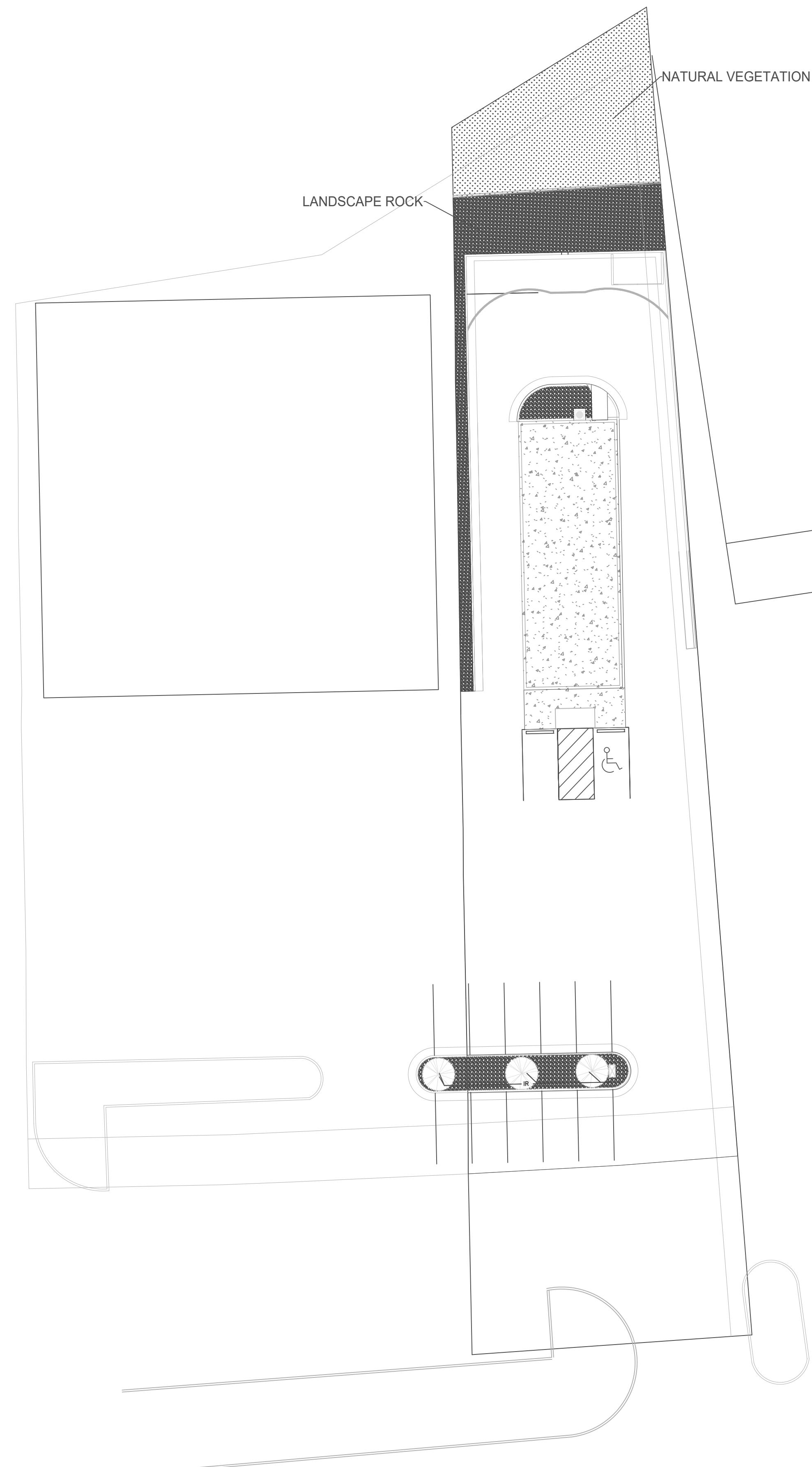
POST DEVELOPMENT



RECORD OF REVISIONS:

SEAL:





LANDSCAPING NOTES:

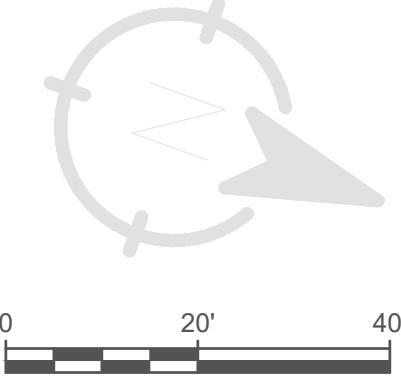
1. TOTAL LANDSCAPING AREA: 2,617 SQ. FT.

PLATTING NOTES:

1. ALL SHRUB AREAS SHALL RECEIVE 4 INCH DEPTH. IF TOPSOIL IS NOT AVAILABLE AT THE SITE, IT MUST BE IMPORTED FROM AN APPROVED LOCAL SOURCE. ALL TOPSOIL SHALL BE OF A SANDY LOAM CONSISTENCY. PROVIDE A CHEMICAL ANALYSIS OF ALL TOPSOIL FOR APPROVAL.
2. PRIOR TO PLACEMENT OF TOPSOIL, ALL SUBGRADE AREAS SHALL BE LOOSENED BY SCARIFYING THE SOIL TO A DEPTH OF 6 INCHES, BY THE USE OF MECHANICAL MEANS, IN ORDER TO CREATE A TRANSITION LAYER BETWEEN EXISTING AND NEW SOILS.
3. ALL PLANT MATERIAL HOLES SHALL BE DUG TWICE THE DIAMETER OF THE ROOTBALL AND 6 INCHES DEEPER. EXCAVATED MATERIAL SHALL BE REMOVED FROM THE SITE.
4. PLANT BACKFILL MIXTURE SHALL BE COMPOSED OF 3 PARTS TOPSOIL TO 1 PART HUMUS ADDITIVE (SOIL PEP/ OR EQUAL), AND SHALL BE ROTARY MIXED ON-SITE PRIOR TO INSTALLATION.
5. PLANT FERTILIZER SHALL BE 'AGRIFOM' BRAND 21 GRAM TABLETS USED AS PER MANUFACTURER'S RECOMMENDATIONS.
6. UPON COMPLETION OF PLANTING OPERATION, ALL SHRUB PITS AND TREE WELLS SHALL RECEIVE A 4 INCH DEPTH OF SHREDDED BARK MULCH MIXTURE AS A COVER. THE OVERALL SHRUB BEDS THEMSELVES (BEYOND PLANT WELLS) SHALL RECEIVE A 3" DEPTH OF DECORATIVE STONE SURFACING OVER PRO-5 WEED BARRIER FABRIC.
7. LANDSCAPE MAINTENANCE SHALL BE REQUIRED FOR A PERIOD OF 30 DAYS MINIMUM AND SHALL INCLUDE WEEDING, PRUNING AND ONE FERTILIZATION.
8. THE CONTRACTOR SHALL COMPLY WITH A WARRANTIES AND GUARANTEES SET FORTH BY THE OWNER, AND IN NO CASE SHALL THAT PERIOD BE LESS THAN TWO YEARS FOLLOWING THE DATE OF COMPLETION AND FINAL ACCEPTANCE.

GENERAL NOTE:

1. THE LANDSCAPE CONTRACTOR, AT ALL TIMES, SHALL HAVE PERSONNEL ON-SITE EXPERIENCED IN BEING ABLE TO INTERPRET THE DRAWINGS CORRECTLY, AND ACCURATELY MEASURE THE DESIGN LAYOUT USING THE SPECIFIED SCALE.
2. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL EXISTING AND PROPOSED UTILITIES AND ALL SITE CONDITIONS PRIOR TO BEGINNING WORK. THE CONTRACTOR SHALL COORDINATE HIS WORK WITH THE PROJECT MANAGER AND ALL OTHER CONTRACTORS WORKING ON THE SITE.
3. THE FINISH GRADE OF ALL PLANTING AREAS SHALL BE SMOOTH, EVEN AND CONSISTENT, FREE OF ANY HUMPS, DEPRESSIONS OR OTHER GRADING IRREGULARITIES. THE FINISH GRADE OF ALL LANDSCAPE AREAS SHALL BE GRADED CONSISTENTLY 1/2" BELOW ALL WALKS, CURBS, ETC.
4. THE CONTRACTOR SHALL PROVIDE ALL MATERIALS, LABOR AND EQUIPMENT REQUIRED FOR THE PROPER COMPLETION OF ALL LANDSCAPE WORK AS SPECIFIED AND SHOWN OF THE DRAWINGS.
5. ALL PLANT MATERIALS SHALL BE APPROVED PRIOR TO PLANTING. THE OWNER/LANDSCAPE ARCHITECT HAS THE RIGHT TO REJECT ANY AND ALL PLANT MATERIAL NOT CONFORMING TO THE SPECIFICATIONS.
6. THE CONTRACTOR SHALL PLANT ALL PLANTS PER THE PLANTING DETAILS, STAKE/GUY AS SHOWN. THE TOP OF THE ROOTBALLS SHALL BE PLANTED FLUSH WITH THE FINISH GRADE.



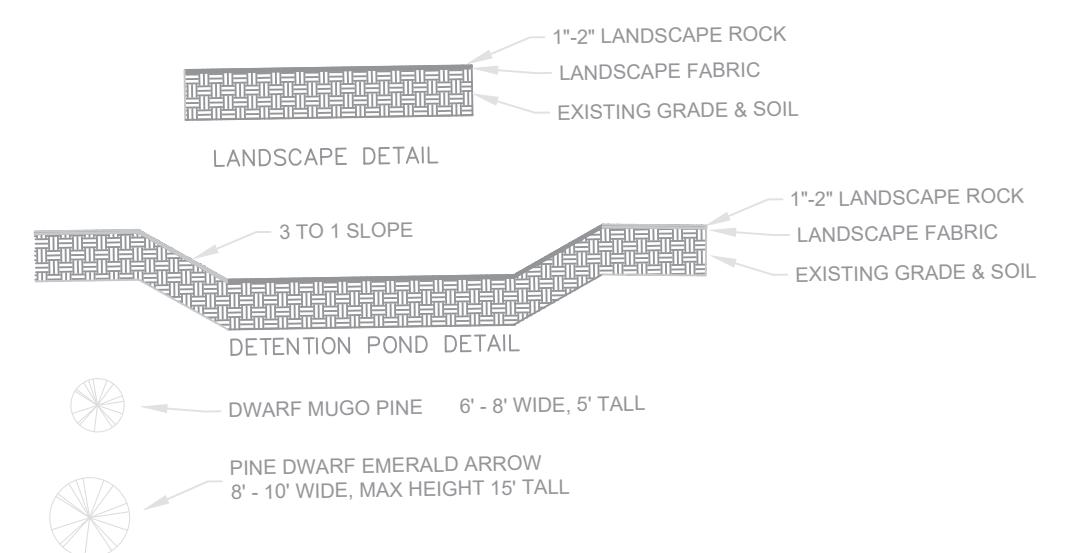
0 20' 40'

RECORD OF REVISIONS:

SEAL:

0 1 2  
DO NOT USE THIS DRAWING FOR SCALING PURPOSES IF THE ABOVE SCALE DOES NOT MEASURE 1 INCH IN LENGTH.

THE INFORMATION WITHIN THESE PLANS IS THE PROPERTY OF MOUNTAIN ROOTS ENGINEERING, LLC AND SHALL NOT BE COPIED, MODIFIED, OR USED FOR ANY OTHER PROJECT EXCEPT BY WRITTEN AGREEMENT.



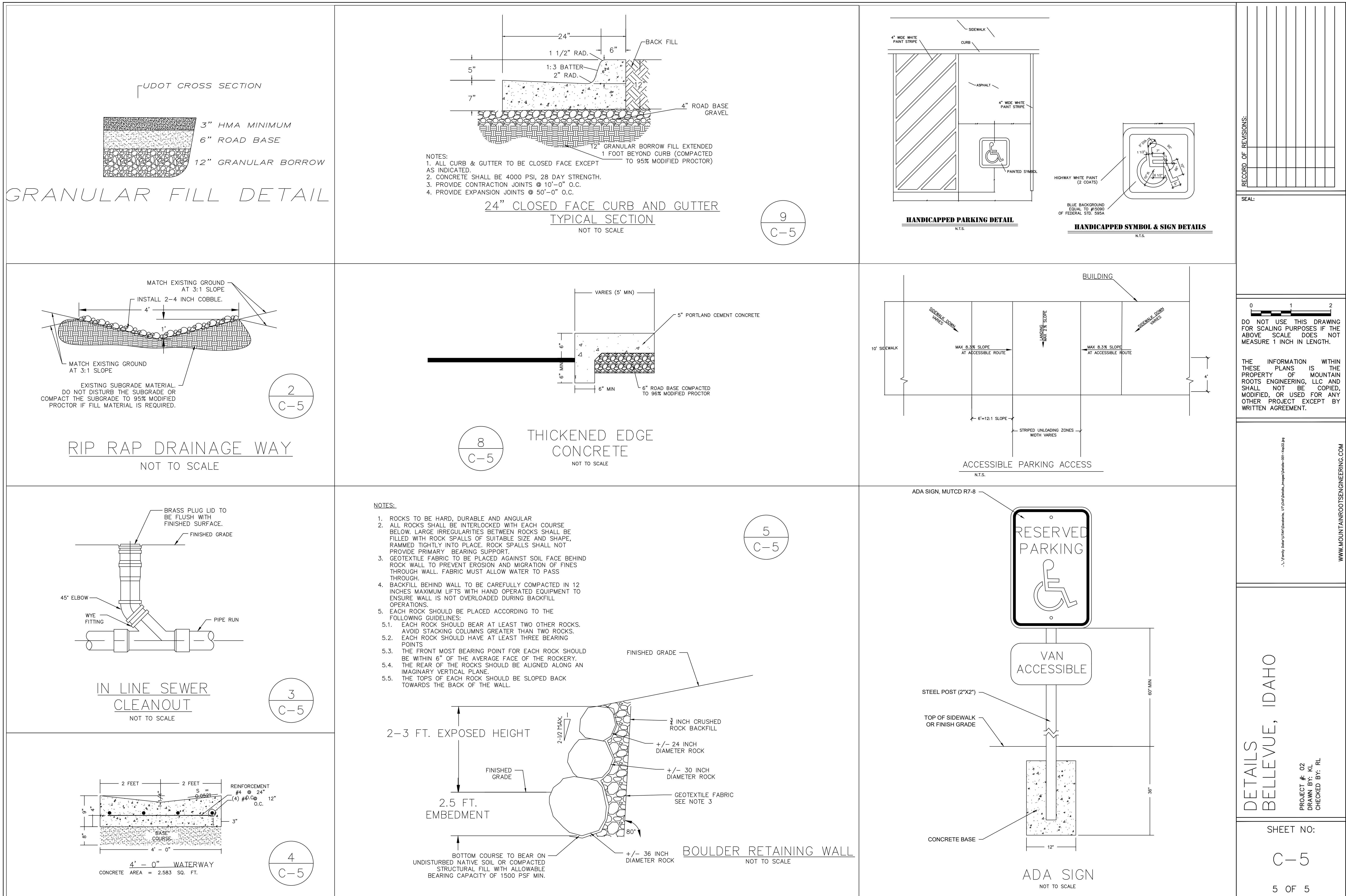
BACKFLOW NOTES:

1. THE IRRIGATION SYSTEM MUST HAVE A HIGH HAZRD RATED BACKFLOW ASSEMBLY INSTALLED AND TESTED.

LANDSCAPE PLAN  
BELLEVUE, IDAHO

PROJECT # 02  
DRAWN BY: KL  
CHECKED BY: RL

SHEET NO:  
C-4  
4 OF 5





# DR-25-02

## Staff Report

81 Martin Lane

Bellevue Planning & Zoning Commission

July 7, 2025

Wilde Group, LLC  
Exterior Changes

# Executive Summary

## Description

An application for Design Review Approval for the change of exterior siding on an existing structure located at 81 Martin Lane.

## Discussion

- The applicant is requesting to replace the siding on the residential structure located on the property at 81 Martin Lane. Bellevue City Code Section 10-17-3(A) requires Design Review approval for “change to or demolition of the exterior of any building, excluding necessary maintenance, within the Business Zoning District.”
- In addition to the residential structure, the subject property includes an existing commercial contractor’s shop building and a recently constructed, unpermitted storage structure. The storage structure consists of two (2) shipping containers with a steel truss framed, white plastic roof creating a cylinder structure above the containers. As the structure does not meet the standards of Bellevue City Code Section 10-17-5, the structure should be removed.
- The applicant is proposing to utilize the existing log siding, install shiplap wood siding around the garage, and include metal accents on the deck rail. The proposed modifications are generally consistent with the design standards of Bellevue City Code Section 10-17-5.

## Recommendations

### Actions

Based upon the record provided to date, Staff recommends approval of the subject application. Suggested motion:

“I move that we approve DR-25-01, and to direct Staff to prepare Findings of Fact, Conclusions of Law, and Decision documents reflecting this recommendation based on the record provided.”

### Conditions of Approval

1. A building permit is required.
2. Prior to the issuance of a building permit, the applicant shall remove the cylindrical roof, truss structure, and storage units from the subject property.

### Notice of Expiration

Pursuant to Bellevue City Code Section 10-17-7(A), approval of the Design Review application shall expire if the proposed modifications are not complete within one (1) year of the final action by the Commission.

## Project Location



# Project Analysis

## Legal Description

A parcel of land within the Northwest 1/4 of the Northwest 1/4 of Section 36, Township 2 North, Range 18 East, Bellevue, Idaho

## Associated Documents

Document Name	Receipt of Last Revision
Application	April 22, 2025
Plans	April 22, 2025

## Public Noticing

Pursuant to Bellevue City Code Section 10-17-4(C), public notice is not required for Design Review applications.

## Required Findings Code Sections

### Bellevue City Code Section 10-17-5(B): Architecture:

1. Generally:
  - a. Building and storefront design and construction shall reflect historical architecture styles and shall incorporate building materials, architectural design and features representative of that historical period in Bellevue between 1880 and 1910. That architectural style includes frame and brick construction, frame and shiplap siding construction, horizontal log construction, and similar westward expansion motifs. Also, building design and construction shall preserve and incorporate any such existing structures and features, signage, exterior fixtures and other items from that period.
  - b. A building exceeding eight thousand five hundred (8,500) square feet of building coverage shall incorporate a change in facade design, materials, color and/or height, or a combination thereof, that such building appears to be more than one building. These changes shall occur at a minimum of every fifty feet (50') of wall facade visible by the general public and at the ceiling line of the first floor on two-story buildings. In addition, the facade shall change in depth a minimum of two feet (2') at each such change in facade.
  - c. All buildings in the B Business District shall have a minimum setback from wall/foundation to property line adjacent to Main Street/Highway 75 of three feet (3'), providing an area for covered seating, planters, special event advertising units and displays of merchandise, in addition to the specified requirements of subsection B1b of this section.
  - d. All exterior mechanical equipment shall be screened on all sides with materials and colors matching the approved structure.
  - e. Mechanical equipment and solar panels shall be hidden or de-emphasized.
  - f. Metal siding shall not be permitted on buildings on parcels of real property abutting Main Street (State Highway 75) unless deemed appropriate by the Planning and Zoning Commission. All such buildings shall be constructed of or faced with materials that are similar in texture, finish, and appearance to natural materials. The use of natural materials

- such as wood, brick and stone shall be encouraged, and exterior wall colors shall be of natural earth tones.
- g. Exterior lighting systems shall not create glare nor cast light on neighboring properties. Night lighting shall be only what is needed to promote safe use, preferably with energy conserving lighting of low intensity.
  - h. Accessory dwelling unit sizes shall comply with section [10-2-1](#) of this title.
2. Multi-Family And Townhouses: Multi-family and townhouses shall maintain traditional rural, small town development patterns and architectural styles in keeping with the existing character of the area and location of the site. Multi-family and townhouse design, style, scale, and aesthetics shall blend with its neighborhood. There shall be no repetitive side by side development of buildings. The City is looking for individual buildings by varying types and styles to make for a pleasant streetscape experience.
3. Accessory Dwelling Units (ADUs): ADUs shall maintain traditional rural, small town development patterns and architectural styles in keeping with the existing character of the area and emulate the primary structure of the site. Design, style, scale, and esthetics shall blend with its neighborhood. Building materials and exterior architectural design shall be reflective of existing structures on the subject site and take into consideration the architectural style and materials of the general vicinity.



\$400 check#1062

## City of Bellevue

115 E Pine Street

P. O. Box 825 Bellevue, ID 83313

208-788-2128 Fax 208-788-2092

RECEIVE  
APR 22 2025  
BY: *mg*

## Design Review Application

### Applicant Information

Business / Project Name: Wilde Group - David Wood

Owner / Applicant Name: Wilde Group - David Wood

Phone #: 208-721-7146 Fax #: NA email: David@mwcon.biz

Service Location: 81 Martin Lane, Bellevue, ID 83313

Mailing Address: P.O Box 1024, Ketchum ID 83340

Property Physical Address: 81 Martin Lane, Bellevue ID 83313

Property Legal Description: Bellevue RF NW NW TL 6721 Sec 36 2N18E

Business Type:  Sole Proprietorship  Corporation  Limited Liability  Partnership  Other

Current Zoning:  Business  Limited Business/Res  Light Industrial  Residential  Transitional

### Project Description

Business / Project Description: Exterior maintenance and upkeep, add garage doors, replace failing roof

Structure Design:  Stick Built  Modular  Manufactured/ Mobile (HUD)  Container

Existing Sq Ft: 2832 New Sq Ft: 0 Total Sq. Ft: 2832 Lot Sq Ft: 1.39

Living Quarters Included?  No  Yes, please describe: Cosmetic upgrades to interior only

Parking Requirements: (See City Code- Zoning Regulations Title 10) No Change

### Acknowledgement

\*This application is due no less than 15 days prior to the next regularly scheduled meeting date of the Bellevue Planning & Zoning Commission with all of the required material itemized in Chapter 19, Design Review, and Bellevue City Ordinance 86-03.

### \*Design Review Application Fees:

Non-Residential = Base fee \$400.00 + \$25.00 per each 1,000 square feet of gross floor area

Residential = \$Base fee \$200.00 1-6 unites. 7+ unites an additional \$25.00 per unit will be charged.

**\*ALL LEGAL, ENGINEERING AND OTHER CONSULTANT FEES SHALL BE REIMBURSED AT 100%**

Applicant's Signature:

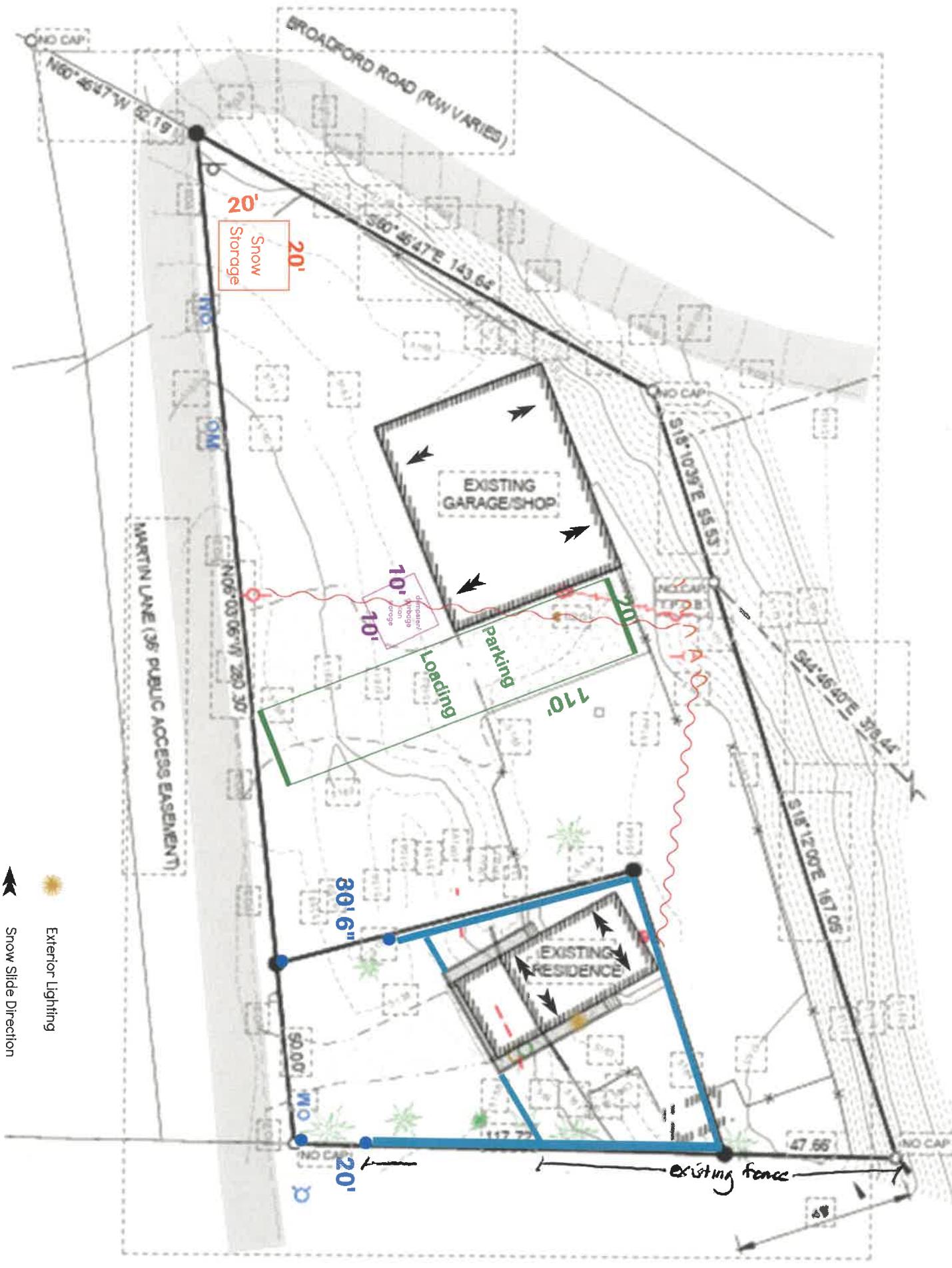
Date:

*4/22/25*

### Official Use Only

Date Received: \_\_\_\_\_ Check #: \_\_\_\_\_ CD Director Signature: \_\_\_\_\_

81 Martin Lane, Bellevue, ID 83313, Business District, City of Bellevue, ID



Materials:

SW 6258

Existing Deck Fencing Panels:



Black Metal Trim



Black Asphalt Shingles



Transparent Log Stain Exterior



Transparent Stain for Soffit

Tricorn Black

Exterior Trim,  
Fascia



Black Garage Door



Exterior Project Source Light 9.45  
in Matte Black Outdoor Wall Light



Black Asphalt Shingles

Tricorn Black Fascia

Tricorn Black Trim

Transparent Log Stain

Existing Deck Fencing Panels

Black Metal Trim

Transparent Log Stain

Black Garage Doors

**THE WILDE GROUP LLP**  
PO BOX 1024  
HAILEY, ID 83333

D.L. EVANS  
12 E. BULLION ST. STE #A  
HAILEY, ID 83333

1062

PAY TO THE  
ORDER OF

City of Bellevue  
four hundred dollars —

\$ 400.00

**DOLLARS**

ME

Martin design Rarities

11

**AUTHORIZED SIGNATURE**

מ- 106100

SECURITY FEATURES INCLUDED. DETAILS ON BACK

CITY OF BELLEVUE  
P.O. BOX 825  
BELLEVUE, ID 83333

**CASH  
RECEIPT**

Date

April 22, 2025

254643

**Received From**

Address 81 Martin Lane

Dollars \$ 400 -

For Design Review application

## ACCOUNT

## HOW PAID

AMT. O  
ACCOU

CAS

AMT. PAID

---

400 -

GRB 11B3

By ny

8



**DR-25-01**

**Staff Report**

120 South Main Street

Bellevue Planning & Zoning Commission

March 17, 2025

Betty's Authentic  
Peruvian  
Restaurant  
Façade Changes

# Executive Summary

## Description

An application for Design Review Approval for the replacement of a door and the installation of a window to the existing structure located at 208 North Main Street.

## Discussion

- The applicant is requesting to install a window and replace the door on an existing structure at 208 North Main Street to facilitate the addition of a restaurant. The subject property currently has a nail salon and retail business.
- The existing building is generally consistent with the design standards of Bellevue City Code Section 10-17-5, and the proposed modifications do not appear to reduce compliance.

## Recommendations

### Actions

Based upon the record provided to date, Staff recommends approval of the subject application. Suggested motion:

"I move that we approve DR-25-04, and to direct Staff to prepare Findings of Fact, Conclusions of Law, and Decision documents reflecting this recommendation based on the record provided."

### Notice of Expiration

Pursuant to Bellevue City Code Section 10-17-7(A), approval of the Design Review application shall expire if the proposed modifications are not complete within one (1) year of the final action by the Commission.

## Project Location



# Project Analysis

## Description

An application for Design Review Approval for the replacement of a door and the installation of a window to the existing structure located at 208 North Main Street.

## Legal Description

North Half of Lot 2, All of Lot 3, and the South Half of Lot 4, Block C, Bellevue Townsite, located within Section 36, Township 2 North, Range 18 East, Bellevue, Idaho.

## Associated Documents

Document Name	Receipt of Last Revision
Application	May 15, 2025
Plans	May 15, 2025

## Public Noticing

Pursuant to Bellevue City Code Section 10-17-4(C), public notice is not required for Design Review applications.

## Required Findings Code Sections

### Bellevue City Code Section 10-17-5(B): Architecture:

1. Generally:
  - a. Building and storefront design and construction shall reflect historical architecture styles and shall incorporate building materials, architectural design and features representative of that historical period in Bellevue between 1880 and 1910. That architectural style includes frame and brick construction, frame and shiplap siding construction, horizontal log construction, and similar westward expansion motifs. Also, building design and construction shall preserve and incorporate any such existing structures and features, signage, exterior fixtures and other items from that period.
  - b. A building exceeding eight thousand five hundred (8,500) square feet of building coverage shall incorporate a change in facade design, materials, color and/or height, or a combination thereof, that such building appears to be more than one building. These changes shall occur at a minimum of every fifty feet (50') of wall facade visible by the general public and at the ceiling line of the first floor on two-story buildings. In addition, the facade shall change in depth a minimum of two feet (2') at each such change in facade.
  - c. All buildings in the B Business District shall have a minimum setback from wall/foundation to property line adjacent to Main Street/Highway 75 of three feet (3'), providing an area for covered seating, planters, special event advertising units and displays of merchandise, in addition to the specified requirements of subsection B1b of this section.
  - d. All exterior mechanical equipment shall be screened on all sides with materials and colors matching the approved structure.
  - e. Mechanical equipment and solar panels shall be hidden or de-emphasized.

- f. Metal siding shall not be permitted on buildings on parcels of real property abutting Main Street (State Highway 75) unless deemed appropriate by the Planning and Zoning Commission. All such buildings shall be constructed of or faced with materials that are similar in texture, finish, and appearance to natural materials. The use of natural materials such as wood, brick and stone shall be encouraged, and exterior wall colors shall be of natural earth tones.
  - g. Exterior lighting systems shall not create glare nor cast light on neighboring properties. Night lighting shall be only what is needed to promote safe use, preferably with energy conserving lighting of low intensity.
  - h. Accessory dwelling unit sizes shall comply with section [10-2-1](#) of this title.
2. Multi-Family And Townhouses: Multi-family and townhouses shall maintain traditional rural, small town development patterns and architectural styles in keeping with the existing character of the area and location of the site. Multi-family and townhouse design, style, scale, and aesthetics shall blend with its neighborhood. There shall be no repetitive side by side development of buildings. The City is looking for individual buildings by varying types and styles to make for a pleasant streetscape experience.
  3. Accessory Dwelling Units (ADUs): ADUs shall maintain traditional rural, small town development patterns and architectural styles in keeping with the existing character of the area and emulate the primary structure of the site. Design, style, scale, and esthetics shall blend with its neighborhood. Building materials and exterior architectural design shall be reflective of existing structures on the subject site and take into consideration the architectural style and materials of the general vicinity.









# DR-25-05

## Staff Report

117 Poplar Street

Bellevue Planning & Zoning Commission

July 7, 2025

Hunt Trailer Park  
Shed

# Executive Summary

## Description

An application for Design Review Approval for the placement of a pre-fabricated shed on the property at 117 Poplar Street.

## Discussion

- The applicant is requesting to put a shed on the property at 117 Poplar Street. The subject property is within the LB/R – Limited Business/Residential zone, which requires design review approval for any structure.
- The proposed shed has wood siding and a gambrel roof, and is generally consistent with the City of Bellevue Design Review Standards. The structure is not proposed to be located within any required setback area.

## Recommendations

### Actions

Based upon the record provided to date, Staff recommends approval of the subject application. Suggested motion:

“I move that we approve DR-25-05, and to direct Staff to prepare Findings of Fact, Conclusions of Law, and Decision documents reflecting this recommendation based on the record provided.”

### Notice of Expiration

Pursuant to Bellevue City Code Section 10-17-7(A), approval of the Design Review application shall expire if the proposed modifications are not complete within one (1) year of the final action by the Commission.

# Project Location



# Project Analysis

## Legal Description

Lots 10, 11, and 12, Block S, Bellevue Townsite.

## Associated Documents

Document Name	Receipt of Last Revision
Application	June 5, 2025
Plans	June 5, 2025

## Public Noticing

Pursuant to Bellevue City Code Section 10-17-4(C), public notice is not required for Design Review applications.

## Required Findings Code Sections

### Bellevue City Code Section 10-17-5(B): Architecture:

1. Generally:
  - a. Building and storefront design and construction shall reflect historical architecture styles and shall incorporate building materials, architectural design and features representative of that historical period in Bellevue between 1880 and 1910. That architectural style includes frame and brick construction, frame and shiplap siding construction, horizontal log construction, and similar westward expansion motifs. Also, building design and construction shall preserve and incorporate any such existing structures and features, signage, exterior fixtures and other items from that period.
  - b. A building exceeding eight thousand five hundred (8,500) square feet of building coverage shall incorporate a change in facade design, materials, color and/or height, or a combination thereof, that such building appears to be more than one building. These changes shall occur at a minimum of every fifty feet (50') of wall facade visible by the general public and at the ceiling line of the first floor on two-story buildings. In addition, the facade shall change in depth a minimum of two feet (2') at each such change in facade.
  - c. All buildings in the B Business District shall have a minimum setback from wall/foundation to property line adjacent to Main Street/Highway 75 of three feet (3'), providing an area for covered seating, planters, special event advertising units and displays of merchandise, in addition to the specified requirements of subsection B1b of this section.
  - d. All exterior mechanical equipment shall be screened on all sides with materials and colors matching the approved structure.
  - e. Mechanical equipment and solar panels shall be hidden or de-emphasized.
  - f. Metal siding shall not be permitted on buildings on parcels of real property abutting Main Street (State Highway 75) unless deemed appropriate by the Planning and Zoning Commission. All such buildings shall be constructed of or faced with materials that are similar in texture, finish, and appearance to natural materials. The use of natural materials

- such as wood, brick and stone shall be encouraged, and exterior wall colors shall be of natural earth tones.
- g. Exterior lighting systems shall not create glare nor cast light on neighboring properties. Night lighting shall be only what is needed to promote safe use, preferably with energy conserving lighting of low intensity.
  - h. Accessory dwelling unit sizes shall comply with section [10-2-1](#) of this title.
2. Multi-Family And Townhouses: Multi-family and townhouses shall maintain traditional rural, small town development patterns and architectural styles in keeping with the existing character of the area and location of the site. Multi-family and townhouse design, style, scale, and aesthetics shall blend with its neighborhood. There shall be no repetitive side by side development of buildings. The City is looking for individual buildings by varying types and styles to make for a pleasant streetscape experience.
3. Accessory Dwelling Units (ADUs): ADUs shall maintain traditional rural, small town development patterns and architectural styles in keeping with the existing character of the area and emulate the primary structure of the site. Design, style, scale, and esthetics shall blend with its neighborhood. Building materials and exterior architectural design shall be reflective of existing structures on the subject site and take into consideration the architectural style and materials of the general vicinity.



## City of Bellevue

115 E Pine Street

P. O. Box 825 Bellevue, ID 83313  
208-788-2128 Fax 208-788-2092

## Design Review Application

### **Applicant Information**

Business / Project Name: Hunt Trailer Park

Owner / Applicant Name: Dianne Hunt Family Trust

Phone #: (208)867-3555      Fax #:      email: dianne@syringaproperties.com

Service Location: 117 Poplar Street Bellevue, ID 83313

Mailing Address: 1277 Shoreline Lane, Boise, ID 83702

Property Physical Address: 117 Poplar Street Bellevue, ID 83313

Property Legal Description: Bellevue, Lots 10,11,12 BLK S Bellevue Original Township

Business Type:  Sole Proprietorship  Corporation  Limited Liability  Partnership  Other

Current Zoning:  Business  Limited Business/Res  Light Industrial  Residential  Transitional

### **Project Description**

Business / Project Description: Adding a shed adjacent to one unit (308) and a deck adjacent to another (117)

Structure Design:  Stick Built  Modular  Manufactured/ Mobile (HUD)  Container

Existing Sq Ft:      New Sq Ft: 160 (shed)      Total Sq. Ft:      Lot Sq Ft:

Living Quarters Included?  No  Yes , please describe: \_\_\_\_\_

Parking Requirements: (See City Code- Zoning Regulations Title 10) N/A \_\_\_\_\_

### **Acknowledgement**

\*This application is due no less than 15 days prior to the next regularly scheduled meeting date of the Bellevue Planning & Zoning Commission with all of the required material itemized in Chapter 19, Design Review, and Bellevue City Ordinance 86-03.

#### **\*Design Review Application Fees:**

Non-Residential = Base fee \$400.00 + \$25.00 per each 1,000 square feet of gross floor area

Residential = \$Base fee \$200.00 1-6 unites. 7+ unites an additional \$25.00 per unit will be charged.

**\*ALL LEGAL, ENGINEERING AND OTHER CONSULTANT FEES SHALL BE REIMBURSED AT 100%**

Applicant's Signature:

Date: 6/5/25

### **Official Use Only**

Date Received: \_\_\_\_\_ Check #: \_\_\_\_\_ CD Director Signature: \_\_\_\_\_



## DESIGN REVIEW APPLICATION PROCEDURES

CITY OF BELLEVUE- COMMUNITY DEVELOPMENT DEPARTMENT  
115 East Pine Street/ P.O. Box 825/ Bellevue, ID 83313  
Telephone: (208) 788-2128 ext. 8

*The following materials and information together with the application form and fees shall constitute a complete application for design review and shall be filed by the applicant prior to consideration of the application by the Commission.*

- 1) Site map of the property upon which the proposed construction is to occur shall be submitted in sufficient detail to show the following:**
  - a) Exterior boundary lines of the property together with dimensions;
  - b) Location of proposed and existing structures with dimensions thereof showing the setback of each structure from the nearest property line;
  - c) Location of on-site parking spaces, ADA accessible spaces, loading zones and access thereto, including the dimensions of the spaces and the width and length of access;
  - d) Location and dimensions of snow storage areas;
  - e) Location of dumpster and/or garbage can storage areas including the dimensions and proposed fencing or other screening;
  - f) Designation of the zoning district in which the project is located;
  - g) Location of vehicular and pedestrian circulation patterns, easements and proposed improvements with regard thereto;
  - h) Contour lines of five (5) foot intervals to show proposed slope and topography of the property;
  - i) Location of existing and proposed adjacent street rights-of-way, fire hydrants, sewer lines, water lines and other utilities, and plans for the separate connection to and extension of each utility to each unit or building;
  - j) Indication of direction of snow slide from roof and drip line of all buildings
  - k) Location of existing structures on adjacent properties;
  - l) Location of onsite trash and personal property storage.
  - m) (1) one large and (7) seven reduced vicinity maps depicting adjacent streets, flood plains, applicable zoning and comprehensive land use designations.
- 2) Preliminary Schematic Drawings of the proposed construction shall be submitted to show the following:**
  - a) Floor plan at not less than one-eighth (1/8) scale;
  - b) (7) seven reduced exterior elevations with facades and other exterior elements shown in color;
  - c) Type and color of exterior materials and roofing with samples thereof;
  - d) Location and type of exterior lighting;
  - e) A colored model shall be submitted for all new buildings not including additions or buildings less than 3,000 sq. ft.
- 3) Landscape Plan and legend shall be submitted in sufficient detail to show the following:**
  - a) (1) one large and (7) seven proposed landscape plans of the project including calculations depicting percentage of land area being landscaped, types and size of trees, ground cover and other vegetation;
  - b) Proposed excavation or land fill including resulting slope grades;
  - c) Location and height of walls or fences;
  - d) Drip or other low consumption irrigation system for landscaping;
  - e) Drainage plan including off-site improvements.
  - f) Street trees shall be a minimum of 3" caliper and planted at spacing not less than one tree for every 35' of public street right -of-way, excluding alleys. All trees shall comply with the Bellevue Street Tree guidelines and obtain an approved encroachment permit from ITD or City of Bellevue.

THIS MAP IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. NO ASSURANCES ARE MADE AS TO THE QUANTITY OF THE AREA, SQUARE FOOTAGE, OR ACREAGE OF THE LAND OR OF ANY IMPROVEMENT TO THE LAND.

## FLYING S TITLE AND ESCROW

21

178.

BLAINE COUNTY

ORIGINAL TOWNSITE OF BELLEVUE

SCALE: 1" = 200'

#1

301

305

313

317

321

325

329

333

337

341

344

M.01

301

305

313

317

321

325

329

333

337

341

344

115

308

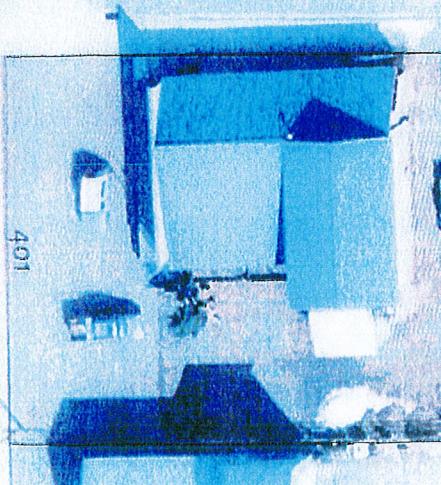
318

318

117

117

POPLAR



401



120

S. 1ND  
5. 2nd



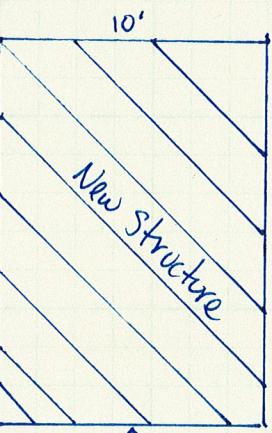
#2

THIS MAP IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. NO ASSURANCES ARE MADE AS TO THE QUANTITY OF THE AREA, SQUARE FOOTAGE, OR ACCEAGE OF THE LAND OR OF ANY IMPROVEMENT TO THE LAND. FLYING S TITLE AND ESCROW



South 2<sup>nd.</sup>

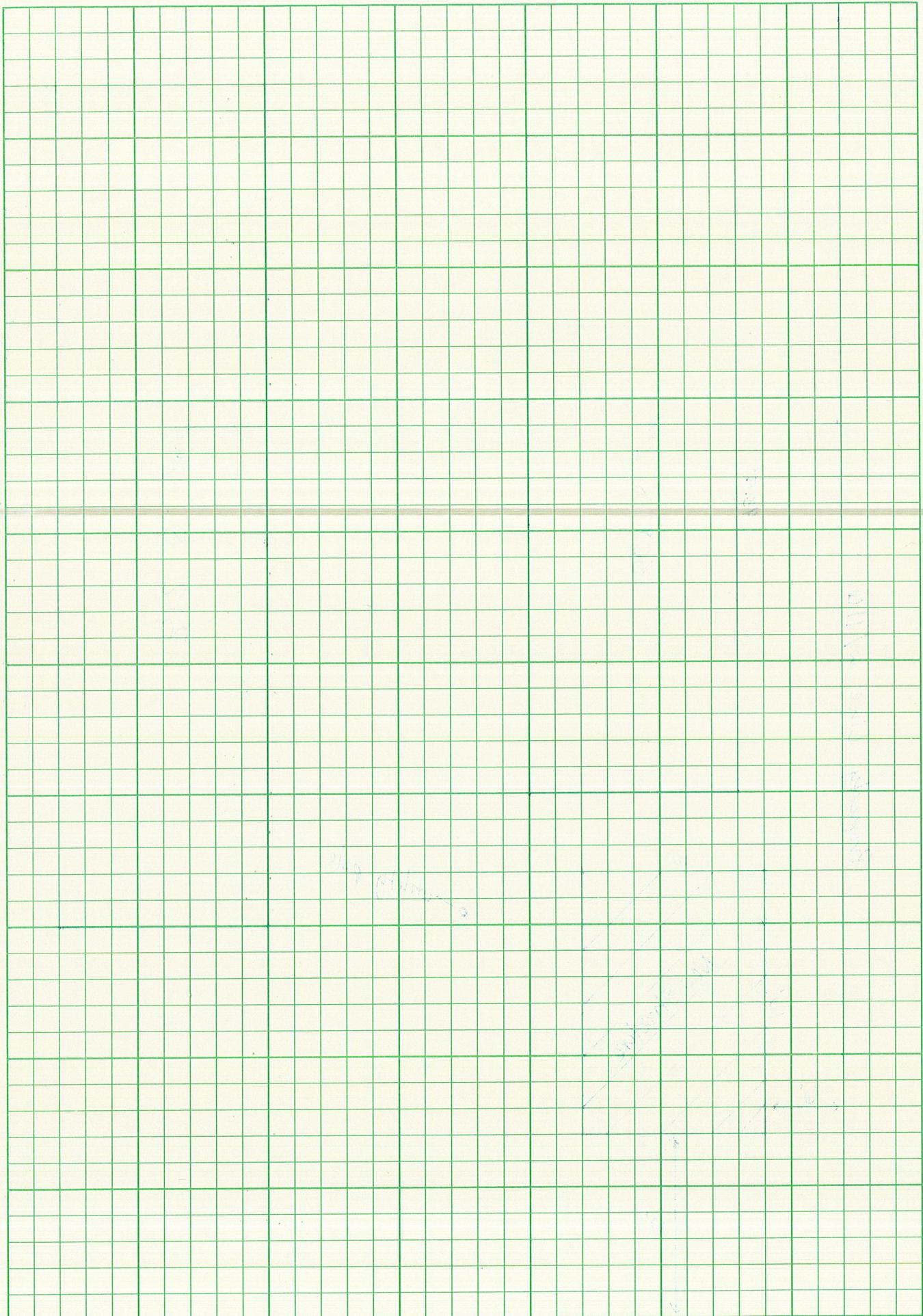
Property Line w/ 11c



Allen Right of Way

308 S 2<sup>nd.</sup>  
43.5'

312 S. 2<sup>nd</sup>



**Old Hickory Sheds**  
 Cust. Service: (615) 890-8075  
[www.oldhickorysheds.com](http://www.oldhickorysheds.com)



Idaho Sawtooth Wood Products LLC  
 775 S Main St  
 Bellevue, ID 83313  
 208-788-4705

Purchase Type: **ON LOT NEW**  
 Building Type: **Lofted Barn**  
 Size: **10X16**  
 Reference #: **3159659**

Date: **05/30/2025**  
 Salesman: **Brett Denton**

\*Revisions on Custom Orders subject to fee, see below for details

\*All Sizes Nominal\* \*12' wide measured eave to eave\* \*7' & 8' Tall Walls  
 Measured on Outside\*

### Inventory #WLX-J25727-1016-013025-SP

NOTES/COMMENTS
Home Office Disc Reason: Seasonal Sale

### Customer Name

(Name must match ID) **Lee Hunt**

Delivery Address: **\*117 Poplar**

(City) **Bellevue (State)ID (Zip )83313**

(County) **Blaine**

Primary Phone: **(208) 841-3824**

Cell Phone: \_\_\_\_\_

Mailing Address:

**117 Poplar**

City: \_\_\_\_\_

**Bellevue**

State: \_\_\_\_\_

**ID**

ZIP: \_\_\_\_\_

**83313**

Work Phone: \_\_\_\_\_

**lee@syringaproperties.com**

Email: \_\_\_\_\_

### Cash Sale

\*Checks payable to:  
**Old Hickory Sheds, LLC\***

	<b>Amount</b>
Sales Price	\$6,375.00
Option Cost	\$833.80
Subtotal	\$7,208.80
Discount	\$360.44
Total (Pre-Tax)	\$6,848.36
Tax	\$410.90
Total Cost	\$7,259.26

Free setup includes leveling the building to the specifications on our blocking diagram (customer may request a copy from dealer) starting with the high corner at ground level or one four inch concrete block high. Buildings may then be leveled to a maximum of 3 feet at the highest corner. If leveling requires one (1) foot or less, pressure treated wood may be used. If placement of the building requires it to be set on concrete blocks, the customer must have them ready PRIOR to delivery OR have a clear agreement with the driver to supply the blocks at a price to be negotiated with the driver. In very rare cases, underground footers may be required by local building codes. Old Hickory Sheds does not offer digging or footer services, and these services are not included in free setup. However, we can work with Customer or a contractor when required for an additional cost. Free delivery covers one trip up to thirty (30) miles one way. Trips over thirty (30) miles are subject to a \$3.50/mile (8ft & 10ft wide) or \$4.00/mile (12ft wide) or \$5.00/mile (14ft & 16ft wide) charge one way. Customer will be responsible for any additional mileage charge as well as the cost of any additional trips. \* A non-refundable fee will be charged on cancellations or revisions of custom orders as follows: 10% on cash sales of 8ft, 10ft, & 12ft wide buildings, 20% on cash sales of 14ft & 16ft wide buildings, up to 50% on any build on site order; or, on rent to own sales, the security deposit plus first month's rent.

**QUOTE ONLY - NOT AN ORDER. PRICES SUBJECT TO CHANGE.**

**Old Hickory Sheds, LLC - ORDER SHEET**

Please send along with work order and terms and conditions - Order Number: 3159659

<b>Sales Lot</b>	<u><b>Idaho Sawtooth Wood Products LLC</b></u>	<b>Date</b>	<u><b>05/30/2025</b></u>
<b>Customer Name</b>	<u><b>Lee Hunt</b></u>	<b>Bldg Type/Size</b>	<u><b>Lofted Barn 10X16</b></u>

---

Customer Name: **Lee Hunt**  
Delivery Address: **\*117 Poplar**  
Delivery Address: **\*117 Poplar**  
(City) **Bellevue** (State) **ID** (Zip) **83313**  
(County) **Blaine**  
Primary Phone: **(208) 841-3824**  
Cell Phone: \_\_\_\_\_  
Work Phone: \_\_\_\_\_

**Delivery Directions/Instructions:**

Customer Signature: \_\_\_\_\_

Customer agrees that the above information is accurate; changes will be subject to fee.

**Old Hickory Sheds, LLC - Additional Terms, Conditions, and Warranties**

Please send along with work order and delivery sheet - Order Number: 3159659

<b>Sales Lot</b>	<b>Idaho Sawtooth Wood Products LLC</b>	<b>Date</b>	<b>05/30/2025</b>
<b>Customer Name</b>	<b>Lee Hunt</b>	<b>Bldg Type/Size</b>	<b>Lofted Barn 10X16</b>

**Additional Terms, Conditions and Warranties**

- SALE IS NOT FINAL.** This Agreement is subject to approval and execution by the corporate office of Old Hickory Sheds, LLC ("Old Hickory"). Old Hickory has the right to refuse any sale up until the time when the building is set up at customer's location. Old Hickory shall have the right to correct any errors in this Agreement concerning pricing or taxes.
- LIMITED WARRANTY.** Customer will receive a limited five-year warranty. The details of this warranty can be found online at [www.oldhickorysheds.com](http://www.oldhickorysheds.com). Customer acknowledges that Customer has been provided a copy of this warranty or have had adequate time to review this warranty online. Discounted Buildings do not carry a warranty on cosmetic issues.
- DELIVERY AND SETUP.** Old Hickory strives to deliver all buildings in a timely manner consistent with our customers' expectations; however, Old Hickory does not guarantee dates or times of delivery. Customer expressly understands that inclement weather, vehicle problems, difficulties at other delivery locations, and/or other unforeseen circumstances can affect the date and time of delivery. Old Hickory is not responsible for any of Customer's lost work time associated with any delays or rescheduled deliveries. Customer represents that the delivery location will be accessible by a truck and trailer. It is the Customer's responsibility to decide if ground conditions are unsuitable or too wet for delivery. Customer is responsible for informing the delivery driver of any utility hazards or any other relevant matter prior to commencement of setup.
- LIMITATIONS.** Old Hickory is not responsible for permits, snow/wind load requirements, covenant searches, restrictions, setbacks, yard damage, or underground damage. Please contact your local building inspector and/or homeowner's association for information on requirements and restrictions. Customer shall be solely responsible for and shall obtain any necessary permits PRIOR TO installation. Customer agrees to indemnify and hold harmless Old Hickory and its independent contractor delivery drivers for any yard damage done during installations and/or any violation of any government ordinance or code resulting from the installation of any Old Hickory product at Customer's location. Customer releases Old Hickory and its independent contractor delivery drivers from any claims for punitive, indirect, incidental, special, or consequential damages.
- PAYMENT.** Drivers do not take credit cards. All balances due must be paid by cash or check on delivery. Balance due paid by credit card must be paid prior to delivery. Credit card price is 3% higher than discounted cash price listed on the work order. In the event building is not paid for before or on delivery, driver will not leave building and additional trip charges will be incurred. If delivery has not been made within 90 days, cash customers must pay balance due, rental customers must pay the rent due or other amounts as required by the rental purchase agreement, or the order is subject to cancellation and cancellation fee will be charged. All amounts not paid at delivery will be considered past due. On cash sales, customer may choose option to postpone construction start date and extend requirement to pay within 90 days for an additional 10% non-refundable fee paid at the time of sale. If customer chooses to postpone construction start date, the customer still must pay the balance due within 90 days of construction completion regardless of whether building is delivered.
- CANCELLATIONS AND REFUNDS.** If Customer is dissatisfied with the Old Hickory product upon acceptance of delivery by Customer or Customer's authorized agent, Customer's sole recourse is to file a warranty claim.
- LATE PAYMENT, COSTS OF COLLECTION, AND RETRIEVAL.** Unless otherwise prohibited by state law, if Old Hickory must engage in any effort to secure payment or otherwise seek to compel Customer to fulfill any of Customer's obligations under this Agreement, Customer agrees to reimburse Old Hickory for any and all reasonable attorney fees, costs, and other expenses. For cash sales, Old Hickory may charge a monthly late fee equal to 10% of the amount due or the maximum amount allowed by law. **FOR CASH SALES, CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT A FAILURE TO PAY ALL AMOUNTS DUE ENTITLES OLD HICKORY THE RIGHT TO RETRIEVE THE OLD HICKORY PRODUCT AND CUSTOMER FURTHER WAIVES ANY AND ALL RIGHTS AND/OR CLAIMS FOR REFUND FOR ANY PAYMENTS MADE PRIOR TO SUCH RETRIEVAL UNLESS THE PAYMENTS MADE EXCEED THE DEPOSIT PLUS EXPENSES INCURRED BY OLD HICKORY IN RETRIEVING THE OLD HICKORY PRODUCT.**
- REPRESENTATIONS AND WARRANTIES.** Customer hereby represents and warrants to Old Hickory, that Customer is the owner, or an authorized agent of the owner, of the property on which the Old Hickory product is to be delivered and set up.
- SEVERABILITY; APPLICABLE LAW AND VENUE; CLASS ACTION WAIVER.** If any provision of this Agreement is invalid, illegal, or incapable of being enforced by reason of any rule of law, public policy, or otherwise, any remaining provisions of this Agreement shall nevertheless remain in full force and effect. Unless otherwise prohibited by state law, this Agreement will be governed and construed by the laws of the State of Tennessee, without giving effect to its choice of law principles, and Customer agrees that any legal action arising out of this Agreement instituted by Customer will be brought, and consents to the jurisdiction and venue in, Rutherford County, Tennessee. Customer specifically agrees that any claims arising out of or relating to this Agreement must be brought by Customer in an individual capacity and expressly waives any right or option for Customer to bring any claim related in any way to this Agreement as a plaintiff or class member in any representative action.
- ELECTRONIC NOTICE; CONSENT TO USE INFORMATION.** Customer and Old Hickory have agreed to conduct all and/or portions of this transaction by electronic means, including, but not limited to, acceptance by Customer of any revisions regarding errors in pricing or taxes. Customer consents to Old Hickory's use of any information disclosed by Customer for the purposes of completing the transactions contemplated in this document, for providing any ongoing support and services, and otherwise in accordance with Old Hickory's privacy policy. Such consent includes the disclosure of such information to third parties which is reasonably necessary for such purposes. Customer may request a copy of Old Hickory's privacy policies and practices through the above contact information.

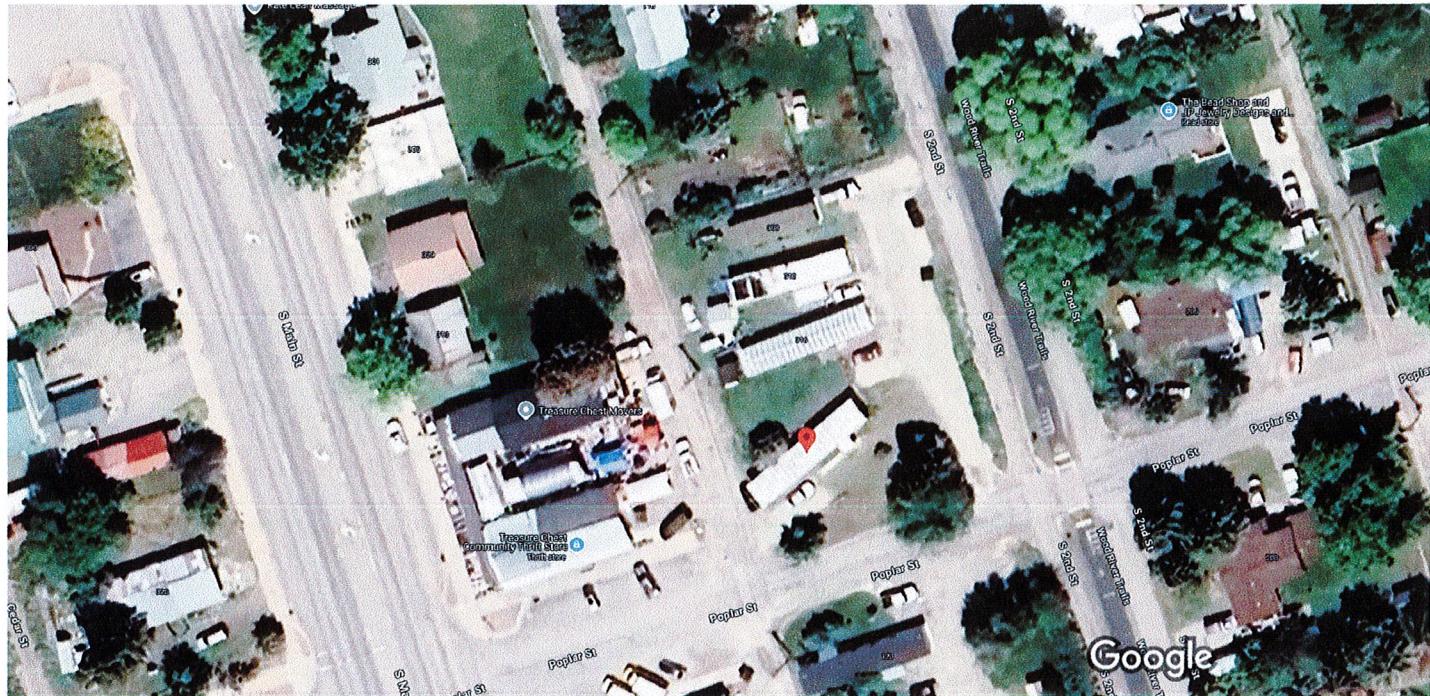
Customer agrees to be bound by the terms, conditions, and warranties set forth herein and expressly acknowledges that there are no agreements of any type or kind other than those set forth herein.

Customer Signature: \_\_\_\_\_



117 Poplar St

Dianne Hunt Family Trust



Imagery ©2025 Airbus, Map data ©2025 Google 20 ft



## 117 Poplar St

Building



Directions



Save



Nearby



Send to phone



Share



117 Poplar St, Bellevue, ID 83313



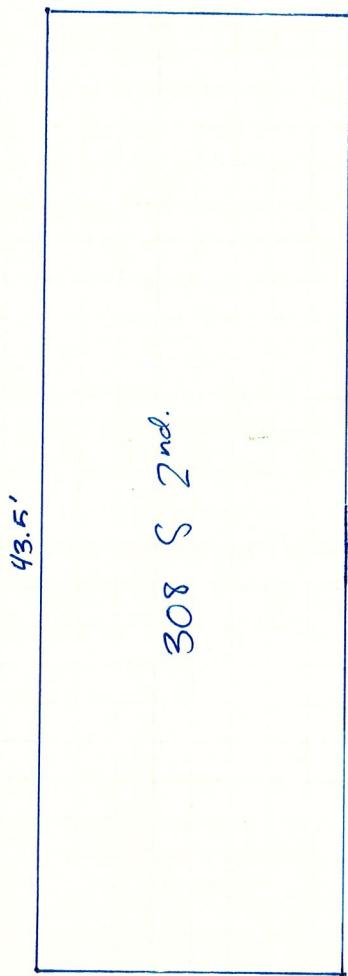
### **#3 Landscape Plan**

Not Applicable, no changes to current landscape will be required.

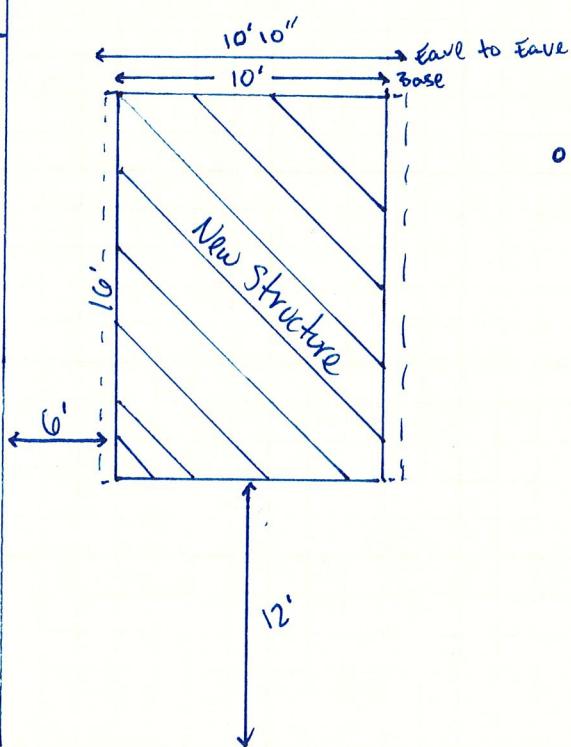
Property Line w/ 11' 0"

South 2<sup>nd.</sup>

308 S 2<sup>nd.</sup>



312 S. 2<sup>nd</sup>



Note: Drip line of eave on North side of shed to be a minimum of 6 feet from property line with 11' 0"

Alley Right of Way

