



AGENDA

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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 October 1, 2026.

(Suggested Motion: I move the notice for the October 5, 2026, 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. CONSENT AGENDA - ACTION ITEM

a. September 8, 2026 Meeting Minutes - ACTION ITEM

b. Findings of Fact, Conclusions of Law, and Decisions from Previous Meeting

i. CUP-26-01 – Karl Malone Ford & Powersports Expansion – ACTION ITEM

An application to expand the existing motor vehicle and power sports sales facility to a separate parcel to facilitate overflow storage.

5. NEW BUSINESS – ACTION ITEM

a. Recommendation on Findings of Fact to Determine Eligibility for Annexation for Gannett Ranch Holdings, LLC – ACTION ITEM

A pre-annexation request by Gannett Ranch Holdings, LLC to determine eligibility for annexation pursuant to Idaho Code 50-222 and Bellevue City Code Section 13-1-3.

PUBLIC COMMENT WILL BE TAKEN ON THIS ITEM

b. Discussion on Alternative Meeting Dates – ACTION ITEM

6. NEXT MEETING

a. October 19, 2026

7. ADJOURNMENT - ACTION ITEM



AGENDA

UNIRSE A LA REUNIÓN DE EQUIPOS

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ID de la reunión: 296 592 476 369

10

Código de entrada: hu63ES6K

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LLAMADA AL ORDEN

PASE DE LISTA

8. AVISO DE CUMPLIMIENTO DEL ORDEN DEL DÍA - PUNTO DE ACCIÓN

*Se determinó que el aviso y la agenda de la reunión ordinaria se publicaron conforme al Código de Idaho §74-204 dentro de las cuarenta y ocho (48) horas previas a la reunión en: el Ayuntamiento de Bellevue, Oficina de Correos, en la página web de la Ciudad el 1 de octubre de 2026. (Moción sugerida: **Propongo que el aviso para la reunión ordinaria del 5 de octubre de 2026 se completara conforme al Código de Idaho, Sección §74-204.**)*

9. LLAMADO AL CONFLICTO: (Según lo establecido en el Código de Idaho §74-404)

10. COMENTARIO PÚBLICO: Para asuntos de preocupación que NO están en la agenda.

11. ORDEN DEL DÍA DE CONSENTIMIENTO - PUNTO DE ACCIÓN

a. Acta de la reunión del 8 de septiembre de 2026 - PUNTO DE ACCIÓN

b. Hallazgos de hecho, conclusiones de derecho y decisiones de reuniones anteriores

i. CUP-26-01 – Karl Malone Ford y Expansión de Deportes de Potencia – PUNTO DE ACCIÓN

Una solicitud para ampliar la instalación existente de venta de vehículos a motor y deportes motorizados a una parcela separada para facilitar el almacenamiento excedente.

12. NUEVO NEGOCIO – ACCIÓN

a. Recomendación sobre los hallazgos de hecho para determinar la elegibilidad para la anexión de Gannett Ranch Holdings, LLC – PUNTO DE ACCIÓN

Una solicitud previa a la anexión por parte de Gannett Ranch Holdings, LLC para determinar la elegibilidad para la anexión conforme al Código 50-222 de Idaho y la Sección 13-1-3 del Código de la Ciudad de Bellevue.

SE TOMARÁN COMENTARIOS PÚBLICOS SOBRE ESTE ARTÍCULO

b. Discusión sobre fechas alternativas de reuniones – PUNTO DE ACCIÓN

13. PRÓXIMA REUNIÓN

a. 19 de octubre de 2026

14. SUSPENSIÓN - PUNTO DE ACCIÓN



Minutes

JOIN TEAMS MEETING

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CALL TO ORDER

Chair Kurtz called the meeting to order at 5:30 PM.

ROLL CALL

All commissioners were present.

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 September 3, 2026. (Suggested Motion: I move the notice for the September 8, 2026, regular Meeting was completed in accordance with Idaho Code, Section §74-204.)

Commissioner Grootveld motioned that the notice for the September 8, 2026 regular meeting was completed in accordance with Idaho Code Section 74-204, Commissioner Heughly seconded, all voted in favor, and the motion carried.

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

No commissioners identified any conflicts.

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

No members of the public requested to provide comment.

4. CONSENT AGENDA -ACTION ITEM

a. Findings of Fact, Conclusions of Law, and Decisions from Previous Meeting

i. DR-26-08 - 217 North 2nd Street Residence – ACTION ITEM

An application for Design Review Approval for the placement of a manufactured home and the construction of a garage with an accessory dwelling unit at 217 North 2nd Street.

ii. DR-26-09 – Addition to 213 North 3rd Street – ACTION ITEM

An application for Design Review Approval for a setback encroachment for an addition to a structure located at 213 North 3rd Street.

iii. CUP-26-02 – Family Health Services Parking Lot Expansion – ACTION ITEM

A conditional use permit for a parking lot on a separate parcel from the existing medical facility.

Commissioner Grootveld motioned to approve the consent agenda, Commissioner Heughly seconded, all voted in favor, and the motion carried.

5. OLD BUSINESS – ACTION ITEM

a. CUP-26-01 – Karl Malone Ford & Powersports Expansion – ACTION ITEM

An application to expand the existing motor vehicle and power sports sales facility to a separate parcel to facilitate overflow storage.

Mr. Parker provided an update on the materials that had been modified since the previous meeting. David Hicks, representing the applicant, stated that the fencing material was changed to a patinaed corrugated metal. He stated that Ponderosa Pines were advised against by their local landscaping contractor. Commissioner Grootveld asked for details on the proposed berm. The berm is proposed to serve to level the storage area. The Commission discussed the need for berming and impacts on snow removal operations. Chair Kurtz suggested that layered landscaping along the property boundary may be more impactful than a berm without impacting snow removal. The Commission stated a preference for Ponderosa Pine over Colorado Blue Spruce, along with Mugo Pine intermixed. The Commission suggested removing the landscaping from the west side of the fence and installing some columnar plantings 3-6' tall between the parking area and the property to the south. The Commission discussed the location of the sign and to ensure that landscaping is not impeding visibility.

Chair Kurtz opened public comment. The following individuals provided comments:

- Evan Stelma

Upon hearing no additional requests for comment, the Chair closed the public comment portion of the hearing.

Chair Kurtz requested that the fence be installed pre-weathered. Commissioner Grootveld suggested changing proposed condition of approval #6 to state that no inventory should be taller than the fence. The Commission discussed whether vehicles should be included in the restriction. Mr. Parker suggested the following amended condition of approval: "Except for motor vehicles, no inventory stored behind the fence shall be taller than the height of fence. Recreational vehicles, box trucks, semi-trucks/trailers, and similar shall not be considered motor vehicles for the purposes of this condition."

Commissioner Heughly motioned to approve the applications with the staff recommended conditions of approval as amended, Commissioner Grootveld seconded, all voted in favor, and the motion carried.

6. NEXT MEETING

- September 21, 2026

All commissioners indicated that they were available.

7. ADJOURNMENT - ACTION ITEM

Commissioner Grootveld motioned to adjourn, Commissioner Heugly seconded, all voted in favor, and the meeting was adjourned at 6:38 PM.

John Kurtz

Chair

Brian Parker

Community Development Director

CITY OF BELLEVUE
PLANNING & ZONING COMMISSION

REGARDING AN APPLICATION OF: KMAM Real Estate IDBEL, LLC An application to expand the existing motor vehicle and power sports sales facility on to a separate parcel to facilitate overflow storage.	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECISION
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DESCRIPTION: An application to expand the existing motor vehicle and power sports sales facility on to a separate parcel to facilitate overflow storage. The existing facility is 4.97 acres with a 33,535 square foot structure. The additional area is 2.55 acres. No new structures are proposed, but a six foot (6') fence is proposed. The property is zoned B – Business.

The Bellevue Planning and Zoning Commission held a properly noticed public hearing on June 15, 2026, which was continued to the July 6, 2026 meeting, at which time the Commission voted to continue the subject application to a date uncertain. Another properly noticed public hearing was held on the subject application at the Commission's August 17, 2026 meeting where the Commission voted to continue the subject application to the September 8, 2026 meeting, at which time the Commission voted to approve the subject application as conditioned herein.

I. GENERAL BACKGROUND

1. **Notice** of this hearing was:
 - i. Published in the Idaho Mountain Express on May 27, 2026 and July 29, 2026
 - ii. Mailed to all adjoining within 300' of the exterior property lines on May 29, 2026 and July 22, 2026.
 - iii. Posted on the subject property on May 29, 2026 and July 22, 2026.

2. The Commission was asked to disclose any conflicts of interest or *ex parte* communications on the subject application and none was identified.
3. Attached to this report are the following exhibits:

Exhibit A—Application Materials

Document Name	Receipt of Last Revision
Application	April 27, 2026
Civil Plans	September 3, 2026
Rendering	September 3, 2026

Exhibit B—Department Head Comments

Prior to opening the public hearing, Staff had not received any comments from departments or outside agencies.

Exhibit C— Public Comments

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

- Jane Alexander
- Lindsay Rager

All written public comment was transmitted to the Commission. During the public hearings on the subject application, the Commission received oral public comment from the following individuals:

- Evan Stelma

II. CONDITIONAL USE PERMIT STANDARDS OF EVALUATION

BELLEVUE CITY CODE SECTION 10-15-3

10-15-3: CRITERIA FOR REVIEW:

The Commission shall review the particular facts and circumstances of each proposed conditional use in terms of the following standards and shall find adequate evidence showing that such use at the proposed location:

A. Will, in fact, constitute a conditional use as established for the zoning district involved;

FACTS:

The subject property is within the B - Business zone.

Bellevue City Code Section 10-7-4 identifies “Motor vehicle sales and leasing with no use of banners, flags, balloons and other display techniques except signage which complies with this title.” as a conditional use in the B - Business zone.

The applicant is proposing to expand an existing conditionally permitted motor vehicle sales facility.

The subject property is not contiguous with the existing facility.

The proposed expansion includes a parking area, which is identified in Bellevue City Code Section 10-7-4 as a conditional use in the B – Business zone.

The proposed expansion includes a storage area, which is not identified as a permitted, accessory, or conditional use in the B – Business zone, and is therefore a prohibited use pursuant to Bellevue City Code Section 10-14-

1.

FINDINGS: Provided that the proposed development is associated with the existing motor vehicle sales facility, is identified as a conditional use in the B - Business zone, the use is conditionally permitted in the B – Business zone.

CONCLUSION: Criteria A is satisfied.

B. Will be harmonious with and in accordance with the general objectives or with any specific objectives of the Comprehensive Plan and/or this Ordinance;

FACTS: The Bellevue Comprehensive Plan Chapter 2, Goal 1, Objective 1 is to “promote existing business growth and encourage new enterprises.”

The Bellevue Comprehensive Plan Chapter 5, Section 5.4 states “recognizable gateway entrances are needed to define city limits and be reinforced by signage, beautification, and marked changes in the type, style, and intensity of land uses.”

The Bellevue Comprehensive Plan Chapter 5, Goal 1, Objective 1, Action 5 is to “discourage ‘strip’ commercial development.”

Title 10 of Bellevue City Code has its purpose stated in Section 10-1-2 as “promoting the public health, safety, morals, comfort, and general welfare; to conserve and protect property values; to secure the most appropriate use of lands; to control the density of population; to prevent undue traffic congestion; to preserve the scenic and aesthetic values of the City; to assure the economical provision of adequate public improvements; and to implement the policies set forth in the Bellevue Comprehensive Plan.”

The proposed development includes a large parking area and fenced storage area.

The proposed development is at the northern terminus of city limits along Main Street.

The applicant is proposing to landscape the northern boundary of the subject property to screen the site.

The applicant is proposing to construct a gateway entry sign to be designed and approved later.

The applicant is proposing to utilize a high quality, patinaed metal fence material around the storage area, and to landscape it with shrubs.

FINDINGS: The proposed expansion is harmonious with the objectives of the Comprehensive Plan and Title 10, Bellevue City Code.

CONCLUSION: Criteria B is satisfied.

C. Will be designed, constructed, operated and maintained to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity, and that such use will not change the essential character of the same area;

FACTS: The subject property is located along Main Street.

The design is consistent with and continues the development pattern of nearby properties.

FINDINGS: Because the use is consistent with that of the directly adjacent property, it will not change the essential character of the area.

CONCLUSION: Criteria C is satisfied.

D. Will not be hazardous or disturbing to existing or future neighboring uses;

FACTS: The subject property is located at the top of an embankment adjacent to undeveloped right-of-way.

No lighting is proposed.

FINDINGS: No hazard or disturbance to existing or future neighboring uses is likely.

CONCLUSION: Criteria D is satisfied.

E. Will be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer and schools, or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services;

FACTS: No deficiencies in service provision are apparent in the application.

FINDINGS: As the applicant is required to receive final engineering approval prior to commencing construction, any service deficiencies can be rectified.

CONCLUSION: As conditioned herein, Criteria E is satisfied.

F. Will not create excessive additional requirements at public cost for public facilities and services, and will not be detrimental to the economic welfare of the community;

FACTS: The proposed parking lot is a low-intensity use with little required public infrastructure service.

FINDINGS: No substantial impact to public infrastructure is likely to occur.

CONCLUSION: Criteria F is satisfied.

- G. Will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare, dust, odors, vibration, water pollution or safety hazards;

FACTS: No excessive production of traffic, noise, smoke, fumes, glare, dust, odors, vibration, water pollution or safety hazards appears likely to occur as a result of this application.

FINDINGS: No excessive production of traffic, noise, smoke, fumes, glare, dust, odors, vibration, water pollution or safety hazards appears likely to occur as a result of this application.

CONCLUSION: Criteria G is satisfied.

- H. Will have vehicular approaches to the property which shall be designed so as not to create an interference with traffic on surrounding public thoroughfares;

FACTS: The applicant is proposing to utilize the existing drive aisle.

FINDINGS: No interference with traffic on public roadways is likely to occur.

CONCLUSION: As conditioned herein, Criteria H is satisfied.

- I. Will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance;

FACTS: No natural, scenic, or historic features of major importance are known to exist on the subject property.

FINDINGS: The proposed use of the subject property as a parking lot is not likely to result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance.

CONCLUSION: Criteria I is satisfied.

J. Will be adequately screened from public ways and neighboring properties by means of fencing or landscaping;

FACTS: The applicant is proposing to landscape the northern boundary of the subject property to screen the site.

The applicant is proposing to utilize a high quality, patinaed metal fence material around the storage area, and to landscape it with shrubs.

FINDINGS: The proposed landscaping is adequate to screen the use.

CONCLUSION: Criteria J is satisfied.

III. DECISION AND ORDER

► **Motion:** Upon a Motion by Commissioner Heughly and a second by Commissioner Grootveld, a unanimous vote, the Bellevue Planning and Zoning Commission hereby **approves** the subject application submitted by KMAM Real Estate IDBEL, LLC, finding the application **complies** with the applicable criteria set forth in Bellevue City Code, subject to the following conditions of approval:

1. A fence permit is required prior to the installation of any fencing on site.
2. Prior to commencing any site work on the subject property, the applicant shall stripe the existing parking area according to the plans submitted with Building Permit BP-24-048.
3. Prior to commencing any site work on the subject property, the applicant shall receive

final engineering approval.

4. The City reserves the right to require the removal of display vehicles if fire access or accessible parking and access pathways are obstructed, if vehicles are parked outside of approved parking areas, or if the facility is otherwise parked in a hazardous manner.
5. If Lot 1, Block 1, Karl Malone Subdivision should be sold to a different owner than Lot 2A, Block 1, KMAM Subdivision, this conditional use permit shall be voided.
6. No stacking of inventory shall occur on the subject property.
7. Prior to commencing any site work on the subject property, the applicant shall receive design review approval for the proposed gateway sign.
8. Prior to commencing any site work on the subject property, the applicant and City shall enter into a access and maintenance easement agreement for the proposed gateway sign.

IT IS SO ORDERED this 5th Day of October, 2026

John Kurtz
Chair

Brian Parker
Community Development Director

CITY OF BELLEVUE
PLANNING & ZONING COMMISSION

REGARDING A PETITION FOR ANNEXATION BY: Gannett Ranch Holdings, LLC for a planned unit development.	FINDINGS OF FACT
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DESCRIPTION: A pre-annexation request by Gannett Ranch Holdings, LLC to determine eligibility for annexation pursuant to Idaho Code 50-222 and Bellevue City Code Section 13-1-3.

The Bellevue Planning and Zoning Commission and Bellevue Common Council conducted a joint work session on September 28, 2026, at which time both bodies received presentations from Staff and the applicant regarding compliance with the aforementioned statutes. The matter was then considered by the Commission at their regularly scheduled October 5, 2026 meeting.

STANDARDS OF EVALUATION BELLEVUE CITY CODE SECTION 13-1-3:

When an owner of real property or at least one holder of an interest in real property requests annexation into a city, the process as set forth in Idaho Code section 50-222 shall be followed. The request shall be placed on the City Council's agenda and the Council shall make findings relative to which category of annexation is being requested. The Council may also consider and determine appropriate costs and fees associated with processing the request. The Council shall refer the request to the Planning and Zoning Commission (Commission) for them to make findings as outlined in 13-1-9, below.

FACTS: Idaho Code 50-222(2) includes the following relevant definitions:

“Consent” means a written document executed by the landowner or the

landowner's authorized agent explicitly agreeing to annexation. Written consent to annex lands must be recorded in the county recorder's office to be binding upon subsequent purchasers, heirs, or assigns of lands addressed in the consent.

"Contiguous" means sharing a common border. For the purpose of this section, land is not contiguous if the only common border is along a shoestring connection.

"Landowner" means a person owning real property in the area proposed for annexation.

"Subject land" means an area proposed for annexation by a city pursuant to this section.

Idaho Code 50-222(3) states the following:

Requirements. Except as provided in subsection (6) of this section, no city of this state shall annex land unless and until the following requirements are met:

- (a) The subject land is contiguous to or surrounded by the city, except as provided in subsections (8), (10), or (12) of this section;
- (b) The city notifies each landowner and the board of county commissioners of its intent to annex the subject land. Such notification shall:
 - (i) Include a summary of the annexation plan;
 - (ii) Advise landowners of their right to give or withhold consent;

- (iii) Include a description of how consent can be made, where it should be filed, and the deadline for such filing, which shall be no later than forty-five (45) days after the date of notification;
 - (iv) Include information about where the entire record of the proposed annexation may be reviewed; and
 - (v) Include a legal description of the subject land and a simple map depicting the location of the subject land;
- (c) The city publishes notice of its intent to annex the subject land. In providing notice, the city shall comply with the notice and hearing procedures governing a zoning district boundary change as set forth in [chapter 65, title 67](#), Idaho Code, unless otherwise provided in this section, on the question of whether the subject land should be annexed and, if annexed, the zoning designation to be applied to the subject land. The initial notice of public hearing concerning the question of annexation and zoning shall be published in the official newspaper of the city and mailed by first class mail to every landowner of property included in the annexation proposal at least twenty-eight (28) days prior to the initial public hearing. All public hearing notices shall establish a time and procedure by which comments concerning the proposed annexation may be received in writing and heard;
- (d) The city council adopts a written annexation plan;
- (e) Subsequent to publishing notice of intent and a written annexation

plan, the city council and the planning and zoning commission each holds a public hearing on the proposed annexation, pursuant to section [67-6525](#), Idaho Code, at which landowners and city residents are afforded an opportunity to testify for or against annexation. Provided, however, if a city performs its own planning and zoning functions without a commission, the two (2) public hearings required by this paragraph may be combined into one (1) public hearing, but in such case, the notice to landowners required by paragraph (c) of this subsection must be mailed at least forty-five (45) days prior to the public hearing; and

- (f) Landowners representing sixty percent (60%) of the parcels and at least fifty percent (50%) of the area proposed for annexation give voluntary consent as defined in subsection (2) of this section and record such consent with the county recorder's office for the county in which the property is located.

Idaho Code 50-222(6)(a) states the following:

Annexation with consent. In the case of a prospective annexation where all landowners of the subject property have requested annexation or where consent has been given by the landowner or landowners of a contiguous parcel or parcels or where implied consent has been given, the provisions of subsections (3) and (4) of this section shall not apply. In such a case, the subject land may extend beyond the city area of impact if the land is contiguous to the city and the comprehensive plan includes the area of annexation. Lands need not be contiguous to the city limits at the time a

landowner consents to annexation for the property to be subject to a valid consent to annex, but no annexation of lands may occur, regardless of consent, until such land becomes contiguous to the city. Upon determining that a proposed annexation meets the requirements of this subsection, a city may initiate the planning and zoning procedures set forth in [chapter 65, title 67](#), Idaho Code, to establish the comprehensive planning policies, where necessary, and zoning classification of the lands to be annexed.

The City of Bellevue operates under a City Charter.

Section 1: Limits of the Bellevue Charter, last amended in the Charter by House Bill 573 of the 1996 Idaho Legislative Session includes a legal description of the corporate limits of the City of Bellevue.

A portion of the subject land is within the corporate limits of the City of Bellevue.

The landowner requested the pre-application hearing.

The City and the landowner entered into an Annexation Review Fee Agreement on November 28, 2022 to cover cost associated processing the annexation request of the subject land previously submitted by the landowner.

The Annexation Review Fee Agreement is still valid.

FINDINGS:

Because a portion of the subject land is already within City Limits, the subject land shares a common border with the City of Bellevue.

Because the applicant requested the hearing, the annexation is voluntary, and Idaho Code Section 50-222(3) is not applicable to this potential

annexation.

The existing Annexation Review Fee Agreement is sufficient to continue processing the requested annexation.

CONCLUSION: The subject land is contiguous with the City of Bellevue.

The annexation is voluntary.

The existing Annexation Review Fee Agreement is sufficient to continue processing the requested annexation.

III. DECISION RECOMMENDATION

► **Motion:** Upon a Motion by Commissioner _____ and a second by Commissioner _____, a _____ vote, the Bellevue Planning and Zoning Commission hereby recommends to the Bellevue Common Council to adopt findings **approving** the requested annexation application for submittal, subject to the following conditions:

1. A copy of written consent executed by the landowner or the landowner's authorized agent explicitly agreeing to annexation, recorded with the Blaine County Recorder's Office shall be included with the application submittal requirements.
2. Any application submitted by the landowner shall be consistent with the submittal requirements of Bellevue City Code Section 13-1-6.
3. This determination of eligibility does not in any way commit the City of Bellevue to annex the subject land.

IT IS SO ORDERED this 5th Day of October, 2026

John Kurtz
Chair

Brian Parker
Community Development Director

of charter provisions in this chapter shall not be construed to prevent the inclusion of additional lawful provisions in charters. The charter shall specify the date on which the charter will take effect.

SECTION 2. An emergency existing therefor, which emergency is hereby declared to exist, this act shall be in full force and effect on and after its passage and approval.

Approved March 8, 1996.

CHAPTER 130

(H.B. No. 573, As Amended in the Senate)

AN ACT

AMENDING THE CHARTER OF THE CITY OF BELLEVUE APPROVED FEBRUARY 9, 1883, AS AMENDED; AMENDING SECTION 1, TO PROVIDE FOR THE EXPANDED CORPORATE LIMITS OF THE CITY; AMENDING THE CHARTER BY THE ADDITION OF A NEW SECTION 33, TO PROVIDE THAT THE CITY OF BELLEVUE SHALL HAVE THE POWERS GRANTED BY LAW TO CITIES OF THE STATE OF IDAHO; AND DECLARING AN EMERGENCY.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. That Section 1 of the Charter of the City of Bellevue, be, and the same is hereby amended to read as follows:

Section 1. That the corporate limits of the City of Bellevue shall be as follows, to wit:

Commencing at a point ~~south-18°29'-east-one-half-mile distant from Post No. 6 of the Townsite of Bellevue, Blaine County, Idaho, as established by the survey of Morris McFarland, U.S. Deputy Surveyor, March 6th, 1882, thence south-71°31'-west-1,000-feet; thence north-18°29'-west-two miles; thence north-71°31'-east-one-mile; thence south-18°29'-east-two-miles; thence north-71°31'-west-4,288-feet to the place at the Northwest corner of the NW1/4SW1/4 of Section 36, Township 2N, Range 18E, Blaine County, Idaho, as the True Point of Beginning; thence North 1,320 feet; thence East 244 feet; thence North 18°29' West 5,088.13 feet; thence North 71°31' East 632.05 feet; thence South 33°5' East 3,800 feet; thence North 71°31' East 3,680 feet; thence South 18°29' East 4,398.53 feet; thence South 71°31' West 930 feet; thence South 980 feet; thence West 420 feet; thence North 830 feet; thence South 71°31' West 2,280 feet; thence South 23°0' East 1,792.09 feet; thence East 392.46 feet; thence South 31°28' East 604.53 feet; thence South 71°31' West 496.02 feet; thence South 31°06'53" East 1,030 feet; thence South 58°53'07" West 317.16 feet; thence North 53°46' West 12.8 feet; thence North 79°18' West 462.59 feet; thence North 18°47' West 838.65 feet; thence South 71°31' West 1,264.09 feet; thence North 18°29' West 4,103.75 feet; thence West~~

688.58 feet to the True Point of Beginning. Provided however, the owner or adjoining owner of any platted or unplatted tract or tracts of land containing not less than five acres, included within the said corporate limits, and used exclusively for agricultural purposes, may petition the district court of the county in which said tract or tracts are situated for a judgment and decree of the court detaching such tract or tracts of land from the said municipality.

Upon the filing of such petition with the clerk of such court and paying a fee of \$100.00 which fee shall be in full for all clerk's fees, except the regular fees provided by law on appeals, the said court shall fix a time for the hearing thereon, which shall not be less than thirty days from the date of filing the petition, and the petitioners shall serve or cause to be served a notice of hearing upon the mayor or clerk of said city at least twenty days before the time fixed for said hearing.

The said petitioner or petitioners shall also cause notices to be posted in at least three conspicuous places in said city, said notices stating the time and place of such hearing and that any person desiring to protest or object to the granting of the prayer of said petition may do so by filing with the clerk of said court, at least two days before the date set for the hearing of said petition, his objections or protest in writing. Such notice shall state generally the purpose of the petition and the location and description of the land sought to be detached from the corporate limits of said city.

The petitioner or petitioners may, after any such protests or objections are filed with the clerk, at any time before the time set for the hearing, file an answer or answers to such protests or objections. Neither petition, protests, objections, or reply need be verified.

The hearing herein provided may be held either during term time or at chambers and must be by the court or a judge thereof without the intervention of a jury and the testimony reduced to writing as in ordinary civil actions in such court. The judge of such court, either before or after such hearing, may view the lands and premises sought to be detached, as well as other lands or property within the corporate limits, which might in any way be affected by the granting of such petitions, and also the lands on the outside of said corporate limits in the same vicinity or locality, in which the lands sought to be detached are situated, and may consider such conditions as he finds in connection with the evidence introduced on the hearing, in making his final decision in the matter.

If, upon the hearing, the court shall find that such tract or tracts of land are tracts containing at least five acres and are included within the said corporate limits and the lands included within such tract or tracts are used exclusively for agricultural purposes; that such lands do not receive sufficient special benefits to justify the retention

of said lands within the said corporate limits, and that by the detachment of said lands the symmetry of the municipality would not be materially marred, then the judge of said court shall grant the prayer of said petition and shall enter judgment and decree accordingly: Provided, however, that if such petition prays for detaching several tracts of land the court may enter judgment granting the prayer of the petition as to such tract or tracts as come within its finding as aforesaid and may deny such petition as to such tract or tracts which do not come within his findings as aforesaid.

And said tract or tracts of land sought to be detached and for which the said judgment is entered detaching the same shall, upon the entering of said judgment, become detached from said corporate limits and the corporate boundary line or limits shall be deemed changed accordingly, and said tract or tracts so detached shall be free from the government of the said City of Bellevue from the date of said judgment.

Such separation shall not relieve any such tract or land from its liability on account of any outstanding bonded indebtedness of said City of Bellevue existing at the time of such separation therefrom.

The detaching of any lands from said corporate limits as herein provided shall not affect or change the status of any public streets or highways as the same are laid out or constructed or dedicated at the time of such detachment.

The said City of Bellevue or any person aggrieved by the judgment of the court as herein provided may appeal from such decision to the Supreme Court. The procedure of such appeal shall be the same as upon appeal from final judgment in civil actions.

SECTION 2. That the Charter of the City of Bellevue, be, and the same is hereby amended by the addition thereto of a NEW SECTION, known and designated as Section 33, and to read as follows:

Section 33. All powers and authority granted to cities under any general law of the state of Idaho are hereby granted to the City of Bellevue. The City of Bellevue may pass and publish ordinances as provided by the general laws of the state of Idaho.

SECTION 3. An emergency existing therefor, which emergency is hereby declared to exist, this act shall be in full force and effect on and after its passage and approval.

Approved March 8, 1996.

CHAPTER 131
(H.B. No. 593)

AN ACT
RELATING TO EMPLOYER DUTIES; AMENDING TITLE 44, IDAHO CODE, BY THE

ANNEXATION REVIEW FEE AGREEMENT

THIS ANNEXATION REVIEW FEE AGREEMENT is made and entered into this 28th day of November 2022, by and between GANNETT DEVELOPMENT HOLDINGS, LLC ("Developer"), and the CITY OF BELLEVUE, IDAHO, ("Bellevue").

RECITALS

1. The Developer, as owner of certain real property located in Blaine County, Idaho, has submitted a request for annexation of that property into Bellevue ("the Project").

2. In order for Bellevue to properly decide whether or not to annex the Real Property, approve the proposed Project, and the terms and conditions thereof, Bellevue has determined, and the Developer agrees, that it is advisable and in the best interests of Bellevue to retain independent professional consultants to assist and advise Bellevue in the long-range planning of land uses, capital improvements, infrastructure, services and finances, as well as the impacts, costs and mitigation of the proposed annexation and Project (collectively the "Consulting Services") Also, to achieve these objectives, Bellevue must commit a portion its limited resources and personnel to assist in those Consulting Services and for related analysis with regard to the requested annexation. The entire scope and cost of the Consulting Services remains to be determined by Bellevue as review of the annexation request and Project proceed.

3. For its own benefit and to facilitate consideration of annexation by Bellevue, the Developer is willing to pay for such Consulting Services and city personnel by Bellevue with the understanding that by accepting such financial assistance Bellevue is not contracting with or representing to the Developer that Bellevue will ultimately decide to annex the real property or approve the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and agreements contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer and Bellevue hereby covenant and agree as follows:

1. Annexation Review Costs and Fees.

A. The Developer shall pay Bellevue the sum of Fifty Thousand and No/100 Dollars (\$50,000.00) for Bellevue to use to retain and pay for Consulting Services as determined by Bellevue, in its sole discretion. Bellevue shall deposit said funds into a separate interest bearing account (the "Account") and use the funds to pay for such Consulting Services and reimburse the city for the cost of its personnel and direct out-of-pocket expenses as set forth in this Agreement. If in Bellevue's judgment the funds in the account are insufficient to cover the anticipated costs thereof, upon fifteen (15) days written notice by Bellevue to the Developer, the Developer shall pay Bellevue such

additional funds as determined by Bellevue, in its sole discretion, which funds shall be placed into the Account and used by Bellevue as set forth in this Agreement.

B. After Bellevue's final decision whether or not to annex the Property and approve the Project, if there is money left in the Account it shall be returned to the Developer. However, if the costs of the Consulting Services and Bellevue personnel exceed the amount in the Account the Developer shall pay such additional sum to Bellevue within fifteen (15) days of Bellevue's written request to the Developer.

C. The Consulting Services and commitment of city personnel include, without limitation, the following:

(i) engineering services with regard to water and sewer system demands, impacts, capital improvements, and improvements;

(ii) land use planning consulting services, including without limitation, (a) review, analysis and processing of the request for annexation, the Project and related applications, (b) development and adoption of land use planning ordinances and amendments to current ordinances related to the annexation and Project, and (c) long-range land use planning;

(iii) legal services by the city attorney and other legal consultants including, without limitation, the drafting of all ordinances, amendments to existing ordinances, agreements, as well as meetings, research, and other services and time spent with regard to the requested annexation and the Project;

(iv) traffic engineering services;

(v) long range planning for capital improvements, infrastructure, departments, services and finances, as well as the demands, impacts, costs associated with the annexation and the Project, and mitigation thereof;

(vi) such other consulting services, studies or analysis as Bellevue, in its sole discretion, determines is advisable; and,

D. Bellevue shall provide the Developer copies of all invoices for the costs of all Consulting Services and city personnel paid from the Account.

E. If there are other annexation requests pending, Bellevue may allocate the

costs of certain Consulting Services between such pending annexation applications as determined appropriate by Bellevue, in its sole discretion.

F. In addition to the sum set forth above, Bellevue shall be paid monthly from the Account the sum of equal to ten per cent (10%) of the costs of the Consulting Services, except for the legal services provided by Frederick Allington, the Bellevue City Attorney, under paragraph 1(C)(III) above, and the P&Z Administrator under paragraph 2, below, as a general administrative fee for coordinating, supervising and administering payment of the Consulting Services.

2. Reimbursement of City Personnel Costs. The time spent by the Bellevue Planning and Zoning Administrator with regard to the requested annexation and the Consulting Services shall also be reimbursed to Bellevue and paid from the Account. However, time spent with regard to the review and processing of specific land use applications, such as applications for preliminary subdivision plat, final subdivision plat and other specific approvals or permits shall not be paid from the Account, but as part of the application fees required therefore.

3. Direct Out-of-Pocket Costs. Also, all costs of publication, copying and other direct out-of-pocket costs incurred by Bellevue with regard to the requested annexation shall be paid to Bellevue from the Account.

4. Payments From Account Non-refundable. The Developer makes the payments into the Account with the intent and understanding that such payments will be relied upon by Bellevue in contracting for and incurring expenses for Consulting Services and the commitment of city personnel as set forth in this Agreement. The Developer understands and agrees that all payments made by Bellevue from the Account are not subject to refund to the Developer, and the Developer hereby waives any and all claims, damages and causes of action with regard thereto, except for strictly mathematical errors in calculating the amount of any payment. The Developer agrees that by accepting such financial payments Bellevue is not contracting with or representing to the Developer that Bellevue will ultimately decide to annex the real property or approve the Project.

5. Costs of Specific Applications. The amount paid by the Developer to Bellevue under this Agreement shall be in addition to any fees or other charges required by the ordinances of Bellevue to file, review and process any specific land use application, including without limitation, preliminary subdivision applications, final plat applications and other applications and/or permits for the Project or any portion thereof. Such fees and charges shall be those in effect upon the date of the filing of the specific application in question.

6. Governmental Powers. Nothing contained in this Agreement is intended or shall be construed to limit the legislative, police or other powers of Bellevue or the lawful

exercise of discretion by Bellevue with regard to the requested annexation or the Project. This Agreement shall not be construed to modify or waive any law, ordinance, rule, or regulation.

7. General Provisions.

A. **Attorney Fees.** If legal action by either party is brought because of breach of this Agreement or to enforce a provision of this Agreement, the prevailing party is entitled to reasonable attorney fees and costs incurred with regard to such action including, without limitation, any appeals.

B. **Notices** All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices required to be given to Bellevue shall be addressed as follows:

City of Bellevue, Idaho
P.O. Box 825
Bellevue, Idaho 83313

with a copy to:

Law Office of Frederick C. Allington
101 E. Bullion St. Ste 2H
Hailey, ID 83333

Notices required to be given to Developer shall be addressed as follows:

Gannett Development Holdings, LLC
c/o Lance Emery
317 North Main Street #103
Ketchum, ID 83340

A party may change the address by giving notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

C. **Entire Agreement.** This Agreement constitutes the full and complete Agreement of and between the parties hereto. No promise, representation or warranty by either party or its officers, employees or agents shall be binding unless expressly contained in this Agreement or subsequent written amendments thereto. No amendment, modification or change to this Agreement or waiver of any portion hereof shall be valid unless in writing and executed by the parties to the Agreement.

D. Governing Law and Jurisdiction. This Agreement shall be construed and enforced in all respects in accordance with the laws of the state of Idaho without regard to its principles of conflicts of law. The District Court of the Fifth Judicial District of the State of Idaho shall have exclusive jurisdiction over any controversy or claim arising out of or relating to this Agreement. Any action or proceeding commenced by either party to interpret or construe this Agreement or enforce any remedy or right hereunder shall be commenced in the District Court of the Fifth Judicial District, in and for Blaine County, state of Idaho, and the parties each hereby irrevocably consent to such in personam jurisdiction and venue.

E. Number and Gender of Persons. The term "Developer" is herein without regard to the number or gender of the persons constituting such party. If the Developer consists of two or more persons, including but not limited to individuals, partnerships, associations or other entities, such persons shall be jointly and severally liable hereunder. Whenever any gender or neuter term is used herein, such term shall be construed to include the masculine, feminine and neuter and shall include any party whether male, female or partnership or other entity as may be appropriate. Whenever a singular term is used herein it shall include the plural, and whenever a singular term is used herein it shall include the plural.

F. Captions. The captions of this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part hereof.

G. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, administrators, successors and assigns of the parties hereto.

H. Severability. Each provision of this Agreement is intended to be severable from the others so that if any provision or term of this Agreement is determined to be invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect.

I. No Presumptions. No presumption shall exist in favor or against any party to this Agreement as a result of the drafting and preparation of this Agreement.

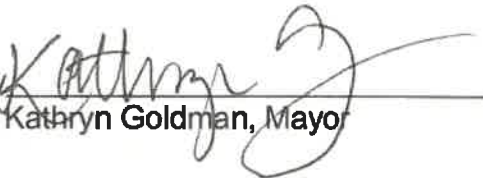
J. Recitals Incorporated. The recitals set forth in this Agreement are hereby incorporated herein by reference.

K. Facsimile Signatures. An executed version of this Agreement which has been signed and transmitted by facsimile or other electronic or mechanical means shall be deemed an original signature. At the request of either party, the other party will confirm a facsimile transmission of an executed document by signing an original document.

L. Authority to Execute. The person executing this Agreement for the Developer has the lawful authority and the authorization from said legal entity to execute this Agreement for and on behalf thereof.

IN WITNESS WHEREOF, the Developer and Bellevue have executed this Agreement the date and year first written above.

CITY OF BELLEVUE, IDAHO,

by 
Kathryn Goldman, Mayor

GANNETT DEVELOPMENT HOLDINGS, LLC

by 
Dinesh Davar (Dec 19, 2022 11:23 PST)
Developer

Mayor Signed Annexation Review Fee Agreement revised

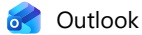
Final Audit Report

2022-12-19

Created:	2022-12-19
By:	Breana Finney ([REDACTED])
Status:	Signed
Transaction ID:	CBJCHBCAABAANinTOJfDKs3Wah-38W0dS-GX0WfTyRX4

"Mayor Signed Annexation Review Fee Agreement revised" History

-  Document created by Breana Finney ([REDACTED])
2022-12-19 - 7:06:07 PM GMT- IP address: 76.91.163.61
-  Document emailed to Dinesh Davar ([REDACTED]) for signature
2022-12-19 - 7:06:24 PM GMT
-  Email viewed by Dinesh Davar ([REDACTED])
2022-12-19 - 7:22:28 PM GMT- IP address: 104.47.56.126
-  Document e-signed by Dinesh Davar ([REDACTED])
Signature Date: 2022-12-19 - 7:23:15 PM GMT - Time Source: server- IP address: 204.2.198.46
-  Agreement completed.
2022-12-19 - 7:23:15 PM GMT



Re: Idaho Code 50-222 Gannett Ranch annexation request

From Brett Stevenson <[REDACTED]>

Date Thu 10/1/26 10:07

To Brian Parker <barker@bellevueidaho.us>; allingtonlaw@gmail.com <allingtonlaw@gmail.com>; Tom Bergin <tbergin@bellevueidaho.us>; Tammy Davis <tdavis@bellevueidaho.us>; Suzanne Wrede <swrede@bellevueidaho.us>; smahoney@bellevueidaho.us <smahoney@bellevueidaho.us>; Genoa Beiser <gbeiser@bellevueidaho.us>; Amy Phelps <aphelps@bellevueidaho.us>; aaron@[REDACTED] <[REDACTED]>; John Kurtz <[REDACTED]>

Cc Christina Giordani <cgiordani@bellevueidaho.us>; Trina Benson <[REDACTED]>; Todd Bracher <[REDACTED]>; Doro Schinella <[REDACTED]>; Shelley Miller <[REDACTED]>; Bill Ratliffe <[REDACTED]>; Tony Evans <[REDACTED]>; press@5bg <[REDACTED]>

Brian,

Thanks so much for the quick response, however it did not appear to address the question. I'm sorry if I was not clear. I'll try again:

The City is obligated to follow Idaho State Code for an annexation.

State Code states:

50-222(3)Requirements [for annexation]

(a)The subject land is contiguous to or surrounded by the city

50-222(2)(b)"Contiguous" means sharing a common border. For the purpose of this section, land is not contiguous if the only common border is along a shoestring connection.

(8)...no city council may annex property if the property will be connected to the city only by a shoestring connection or strip of land comprising the highway's right-of-way in order to establish continuity.

In other words, the little strip of city land or shoestring that touches Emery's parcel does not meet continuity based on the language in Idaho State Code. The intention is to prevent leapfrog or patchwork jurisdiction, which this would be doing by bypassing a large swath of county land inbetween the City and Emery's parcel. *Potvin v Village of Chubbuck* I'm not sure CO and TX examples have relevance here.

This is a legal prerequisite. The City Council must determine that this requirement has been met. The city attorney should provide an explanation on why this connection meets Idaho law and how that conclusion was reached.

Thank you,

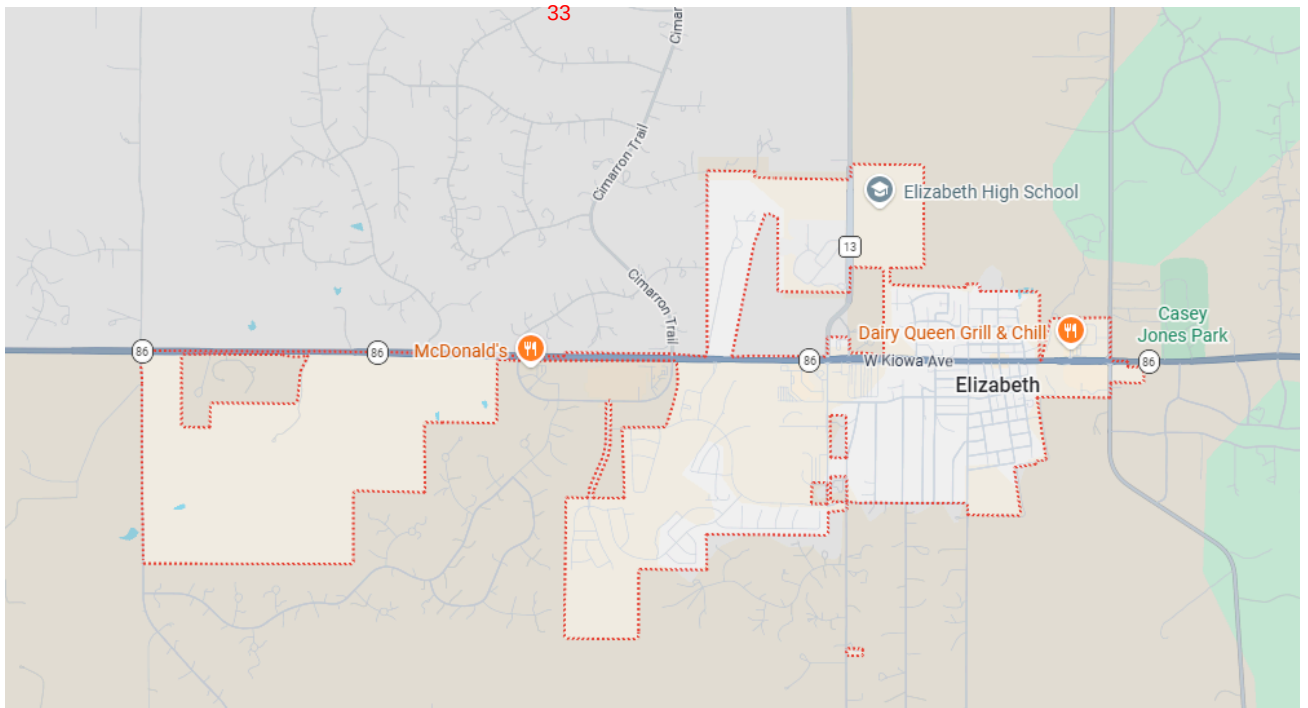
Brett

On Mon, Sep 28, 2026 at 1:04 PM Brian Parker <barker@bellevueidaho.us> wrote:

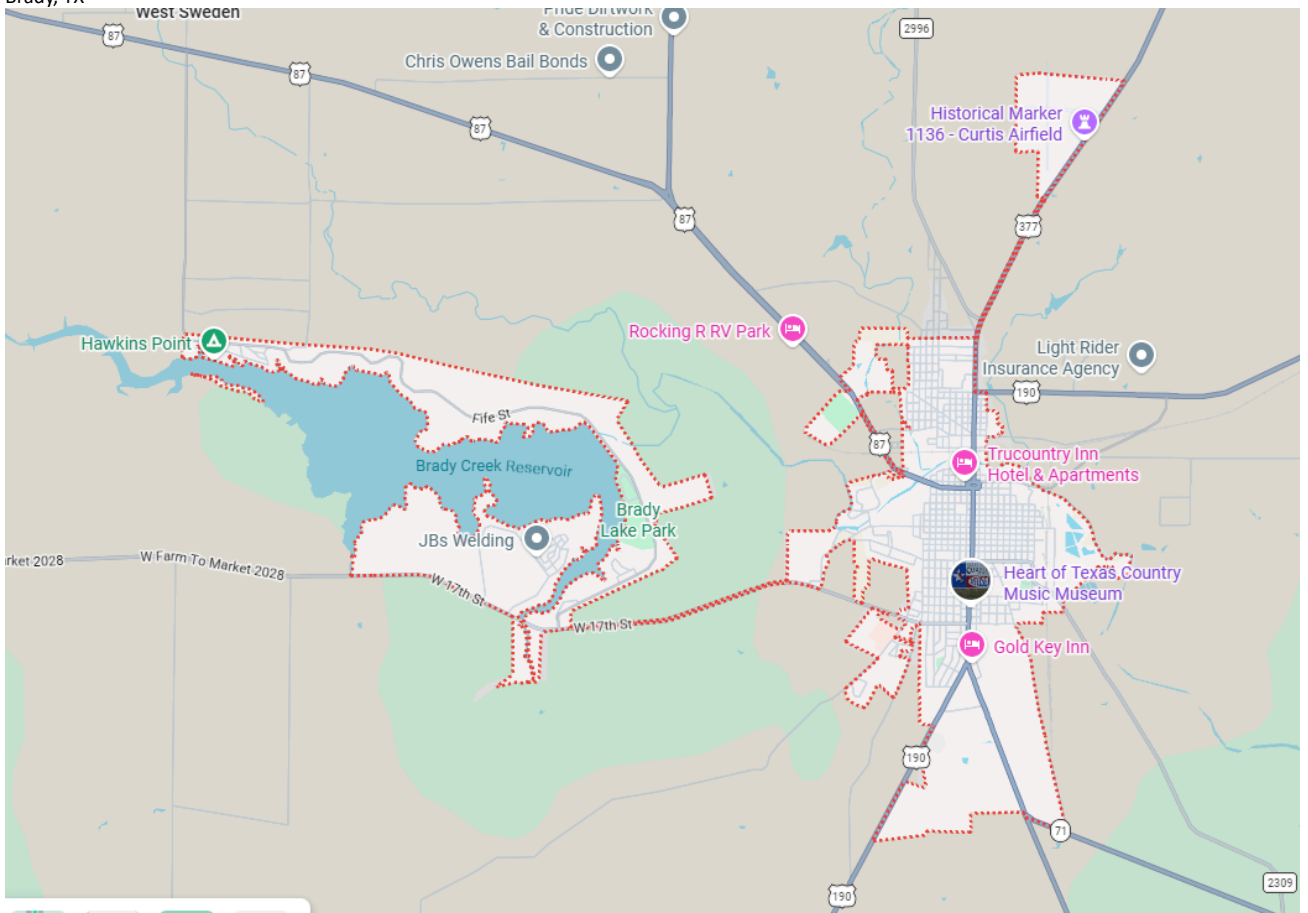
Brett,

A quick point of clarification, it is the Common Council and Planning & Zoning Commission's responsibility to determine if a property is or is not contiguous to the City, and that is one of the findings that they will be tasked with making in order for a complete application to be accepted. Having said that, it is my opinion that this property is contiguous. Here are the reasons:

- The property shares a common border with the City, thus meeting the definition of "contiguous" provided in 50-222. It should be specifically noted that there is no specified distance of "common border" required.
- "Shoestring" is not defined, but in planning terms, it generally refers to annexing a roadway, railroad, or similar narrow strip of land to connect otherwise detached parcels to a city. As this is legal in some states, you can find some examples by looking around on Google Maps (city limits on there are generally pretty accurate):
 - Elizabeth, CO



o Brady, TX



Please let me know if you have any additional questions.

Thank you,



**Learn More About the
Bellevue Comprehensive Plan
Update**

Get Involved!

Brian Parker
Community Development Director
City of Bellevue

Office: [208.913.0187](tel:208.913.0187)

Cell: [208.309.8949](tel:208.309.8949)

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

[115 E. Pine Street](https://www.bellevueidaho.gov/115-E-Pine-Street)

PO Box 825

Bellevue, ID 83313

bellevueidaho.gov

[Book time to meet with me](#)

From: Brett Stevenson <[REDACTED]>

Sent: Sunday, September 27, 2026 13:05

To: Christina Giordani <cgiordani@bellevueidaho.us>; Diane Shay <dshay@bellevueidaho.us>; Brian Parker <bparker@bellevueidaho.us>; Tammy Davis <tdavis@bellevueidaho.us>; Tom Bergin <tbergin@bellevueidaho.us>; allingtonlaw@gmail.com <allingtonlaw@gmail.com>

Cc: Trina Benson <[REDACTED]>; Todd Bracher <[REDACTED]>; Doro Schinella <[REDACTED]>; Shelley Miller <[REDACTED]>; Bill Ratliffe <[REDACTED]>

Subject: Idaho Code 50-222 Gannett Ranch annexation request

City of Bellevue,

Per Idaho Code, the city cannot annex Emery's parcel because it is not contiguous with the City of Bellevue; a shoestring connection or road connection does not constitute contiguity.

50-222(2)(b) "Contiguous" means sharing a common border. For the purpose of this section, land is not contiguous if the only common border is along a shoestring connection.

50-222(3) Requirements

(a) The subject land is contiguous to or surrounded by the city

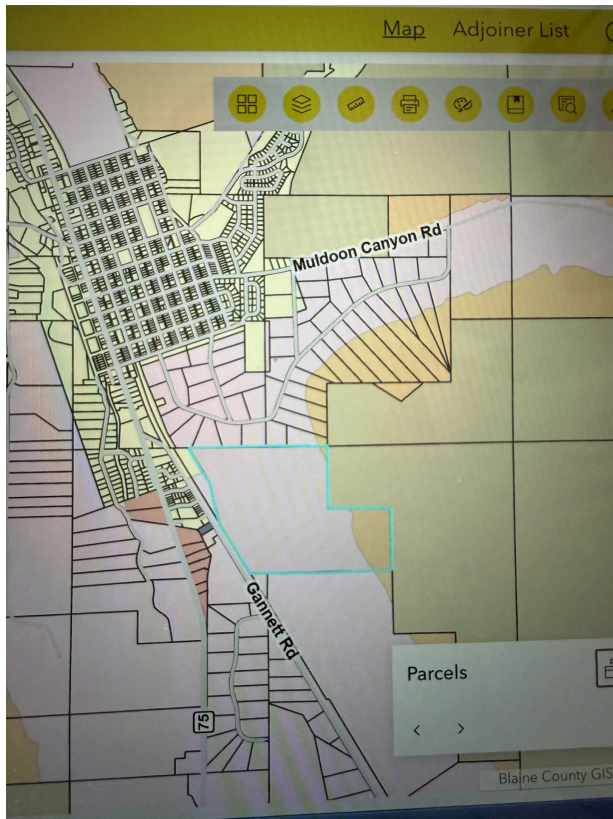
(8) ...no city council may annex property if the property will be connected to the city only by a shoestring connection or strip of land comprising the highway's right-of-way in order to establish continuity.

Approximately 95% of the Gannett Ranch parcel is not contiguous with the City of Bellevue. Are you interpreting this as contiguous? If so, please help us understand how it is not a shoestring.

Also worth noting is 50-222(1)...honoring the right of private landowners to have a voice in their own governance, orderly and efficient development, cost effective use of available municipal services, and equitably allocate the costs of public services in managing development on the urban fringe.

Thank you for your time and we look forward to hearing from you.

Regards,
Brett Stevenson
Shelley and Deano Miller
Bill Ratliffe





Memorandum

To: Bellevue Planning & Zoning Commission

From: Brian Parker, Community Development Director

Re: Alternative Meeting Dates

Date: October 5, 2026

Background

During the joint meeting of the Planning and Zoning Commission and Bellevue Common Council on September 28, 2026, a member of the public requested that the City's regular meeting dates be modified so as to not conflict with Hailey's regular meetings. The Commission should discuss if they are interested in doing so and which days are preferable for the Commissioners.

Recommendation and Next Steps

The Commission should provide direction to Staff. If the Commission elects to select a new meeting date, Staff will prepare a resolution for adoption by the Council.