CITY OF BELLEVUE, IDAHO
Planning and Zoning Commission
Monday, November 9, 2026, 5:30 PM
115 Pine Street, Bellevue, Idaho 83313

AGENDA

JOIN TEAMS MEETING
Join the meeting now
https://teams.microsoft.com/meet/2199271302152926?p=JJJtQAaKHpDA2ERP5J
Meeting ID: 219 927 130 215 292 6
Passcode: hu73SC2a

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 November 5, 2026. (**Suggested Motion: I move the notice for the November 9, 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. **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

5. **NEXT MEETING**

   a. November 23, 2026

6. **ADJOURNMENT - ACTION ITEM**

CIUDAD DE BELLEVUE, IDAHO
Comisión de Planificación y Zonificación
Lunes, 9 de noviembre de 2026, 17:30
115 Pine Street, Bellevue, Idaho 83313

AGENDA

UNIRSE A LA REUNIÓN DE EQUIPOS https://teams.microsoft.com/meet/2199271302152926?p=JJJtQAaKHpDA2ERP5J
Únete a la reunión ahora
ID de la reunión: 219 927 130 215 292 6
Código de acceso: hu73SC2a

LLAMADA AL ORDEN

PASE DE LISTA

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

   *Constatando 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 5 de noviembre de 2026. (**Moción sugerida: Propongo que el aviso para la reunión ordinaria del 9 de noviembre de 2026 se completara conforme al Código de Idaho, Sección §74-204**.)*

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

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

4. **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

5. **PRÓXIMA REUNIÓN**

   a. 23 de noviembre de 2026

6. **SUSPENSIÓN - PUNTO DE ACCIÓN**

CITY OF BELLEVUE, IDAHO
Planning and Zoning Commission
Monday, October 5, 2026, 5:30 PM
115 Pine Street, Bellevue, Idaho 83313

MINUTES

JOIN TEAMS MEETING
Join the meeting now
Meeting ID: 296 592 476 369 10
Passcode: hu63ES6K

https://teams.microsoft.com/l/meetup-join/19%3ameeting_MTI4YjgzYTAtNmMxOS00ZWU0LTkxNGItZWQ2MTA0ZmJjNDc1%40thread.v2/0?context=%7b%22Tid%22%3a%224bf19b22-eade-47a0-a58b-8db6b13f043c%22%2c%22Oid%22%3a%22c5e34ffd-539c-475c-b8b7-172244c9c3d6%22%7d

CALL TO ORDER

ROLL CALL

Chair Kurtz – Present

Commissioner Heugly – Present

Commissioner Grootveld – 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 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**.)*

   Commissioner Heugly motioned that 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)

   No Commissioners identified any conflicts.

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

   The following individuals provided public comment:

   - Doro Schinella, 1217 Glen Aspen Drive

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.

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

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

Because the document on the City's website was labeled with the incorrect date, the Commission elected postpone this item to their next available meeting.

b. **Discussion on Alternative Meeting Dates – ACTION ITEM**

The Commission expressed a preference in keeping the Monday meeting schedule, but swapping dates with the Council.

6. **NEXT MEETING**

a. October 19, 2026

7. **ADJOURNMENT - ACTION ITEM**

CITY OF BELLEVUE, IDAHO
PLANNING & ZONING COMMISSION MEETING
DATE: OCTOBER 5, 2026

For public comment not on the agenda, please provide your name & address for the record

Para comentarios públicos que no están en la agenda, proporcione su nombre y dirección para que conste

Name *(Please Print)*	**Address**	**Phone Number** *(optional)*	**Subject of Comment** *(write agenda item number if applicable)*
Nombre *(por favor en letra de imprenta)*	**Dirección**	**Número de teléfono** *(opcional)*	**Tema del comentario** *(escriba el número de punto de la agenda si corresponde)*
Bill Rathfe	206 Bayhorse Rd	[redacted]	
JACKIE PEPPARD	BELLEVUE		
John F. Stevenson	Bellevue	[redacted]	
Elizabeth Stevenson	Bellevue		
Kathy Rathfe	206 Bayhorse Rd Bellevue	[redacted]	
Martha Gardell	Bellevue		
Michael Rowland	Bellevue	[redacted]	
Travis Nisson	Bellevue	[redacted]	
Shelley Miller	Derby Rd Blaine Co	[redacted]	
Deano Miller	Derby Road Blaine Co.	[redacted]	
Todd Bracher	Bellevue	[redacted]	

Name *(Please Print)*	**Address**	**Phone Number** *(optional)*	**Subject of Comment** *(write agenda item number if applicable)*
Nombre *(por favor en letra de imprenta)*	**Dirección**	**Número de teléfono** *(opcional)*	**Tema del comentario** *(escriba el número de punto de la agenda si corresponde)*

CITY OF BELLEVUE, IDAHO
PLANNING & ZONING COMMISSION MEETING
DATE: OCTOBER 5, 2026

For public comment not on the agenda, please provide your name & address for the record

Para comentarios públicos que no están en la agenda, proporcione su nombre y dirección para que conste

Name *(Please Print)*	**Address**	**Phone Number** *(optional)*	**Subject of Comment** *(write agenda item number if applicable)*
Nombre *(por favor en letra de imprenta)*	**Dirección**	**Número de teléfono** *(opcional)*	**Tema del comentario** *(escriba el número de punto de la agenda si corresponde)*
Evan Stelma	111 Tendoy	[redacted]	
Sheryl Schowengerdt	200 Melrose	[redacted]	
BART LASSMAN	111 Tendoy	[redacted]	
TONY EVANS	MT. EXPRESS	[redacted]	
Will Heidel	105 Grace Dr Hailey, ID	[redacted]	
Mel Jackson	127 Saddle Rd. Ketchum	[redacted]	
Pamela Ridgway	106 Equus Loop Bellevue	[redacted]	
Bob Faulkner	106 Equus Bell Loop	[redacted]	
Linda Anderson	11033 Hwy 75S	[redacted]	
Brett Stevens	358 Baseline Bellevue	[redacted]	
Dino Schiavella	1217 Glen Aspen	Bellevue	[redacted]

Name *(Please Print)*	**Address**	**Phone Number** *(optional)*	**Subject of Comment** *(write agenda item number if applicable)*
Nombre *(por favor en letra de imprenta)*	**Dirección**	**Número de teléfono** *(opcional)*	**Tema del comentario** *(escriba el número de punto de la agenda si corresponde)*
Megan Stevens	111 3rd Ave S Hailey	[redacted]	
Trina Benson	417 Glendale Rd. Bellevue	[redacted]	
Kelly Roberts	240 Melrose St Bellevue	[redacted]	
CU Harpham	109 Lewalt Dr. Bellevue	[redacted]	
Matthew Marks	441 Glendale Rd Bellevue	[redacted]	
JUSTIN STEVENSON	111 3RD HAILEY	[redacted]	

CITY OF BELLEVUE

PLANNING & ZONING COMMISSION

REGARDING A PETITION FOR ANNEXATION BY: Gannett Ranch Holdings, LLC	**FINDINGS OF FACT**

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 November 9, 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 9th Day of November, 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 on 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

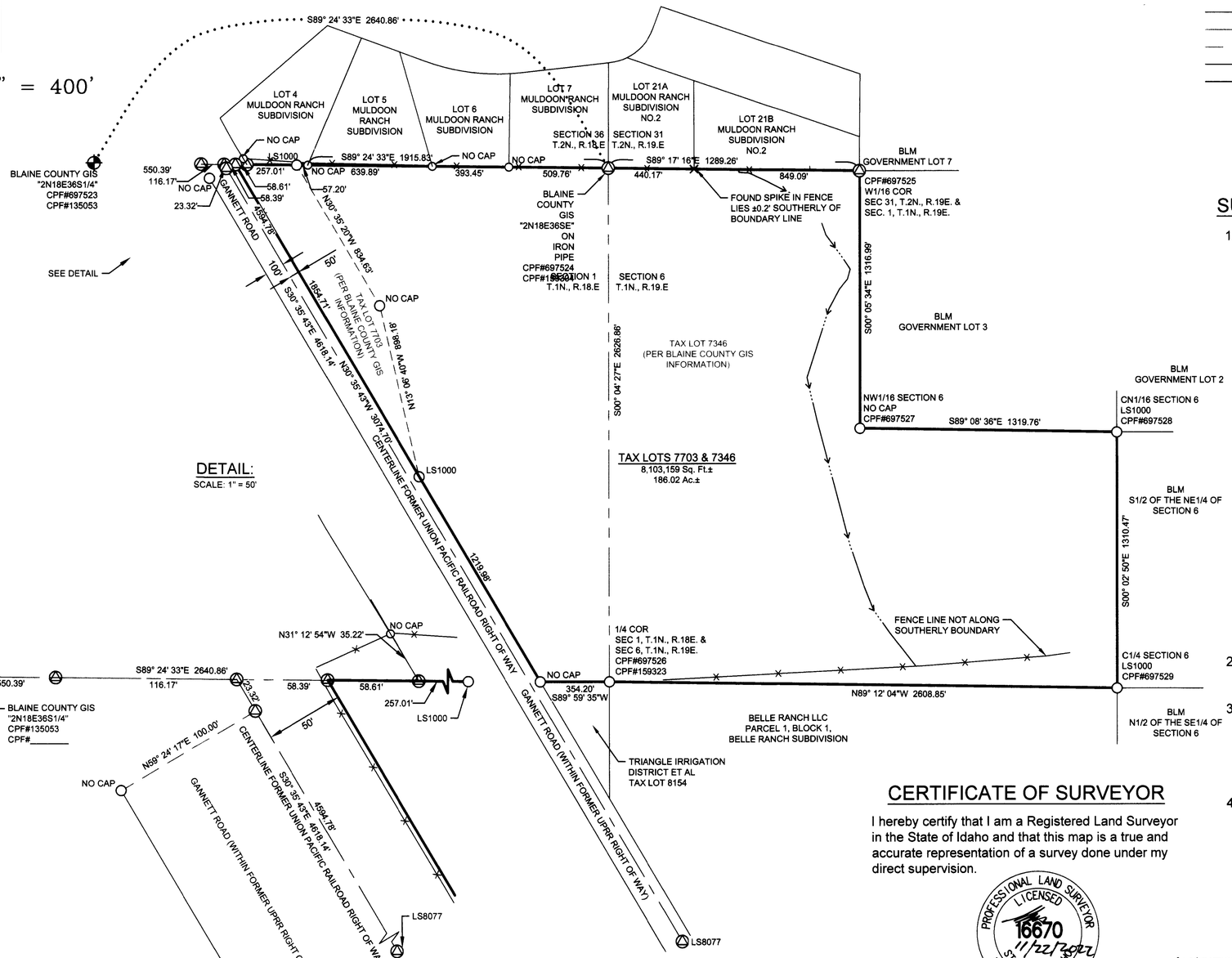
RECORD OF SURVEY SHOWING
TAX LOTS 7703 & 7346

LOCATED WITHIN SECTION 1, T.1 N., R. 18E., & SECTION 6, T.1 N., R.19 E., B.M., BLAINE COUNTY, IDAHO

NOVEMBER 2022

SCALE: 1" = 400'

400 200 0 400 800 1200
SCALE IN FEET



DETAIL:
SCALE: 1" = 50'

LEGEND

- Property Line
- Previous Tax Lot Line
- Adjoiner's Lot Line
- Centerline of Former Railroad Right of Way
- Section Line
- Survey Tie Line
- Fence Line
- Approximately Flow Line of Ditch
- Found Brass Cap in Concrete
- Found Aluminum Cap on 5/8" Rebar, unless otherwise shown
- Found Spike
- Found 5/8" Rebar
- Found 1/2" Rebar

SURVEY NARRATIVE & NOTES

1. The boundary shown is based on found lot corner monuments and Warranty Deed Instrument Number 693817, records of Blaine County, Idaho. All found monuments have been accepted. Minor differences in Bearings and Distances, compared to said warranty deed, were observed in the course of this survey, so this Record of Survey has been prepared to show what was found. Some of the monuments found are common with BLM Public Lands and Corner Perpetuation & Filing forms were completed for corners without an existing CP&F record, as well as for other corners that needed to have the existing CP&F record updated. Additional Documents used in the course of this survey include: (All records of Blaine County, Idaho)
   - -Quitclaim Deeds, Instrument Number 343296 & 362006
   - -Correction Deed, Instrument Number 289305
   - -Grant Deed, Instrument Number 449193
   - -Revised Record of Survey for Frederick Blechmann, Instrument Number 344765
   - -Record of Survey for Frederick Blechmann, Instrument Number 337989
   - -Record of Survey for State of Idaho, Instrument Number 432585
   - -Muldoon Ranch Subdivision, Instrument Number 140612
   - -Muldoon Ranch Subdivision No. 2, Instrument Number 205759
   - -Belle Ranch Subdivision, Instrument Number 563443
   - -Survey for Big Wood River Ranch, Instrument Numbers 192929 & 194619
2. The distances shown are measured. Refer to the above referenced document for the previous record data.
3. This survey does not purport to reflect any of the following which may be applicable to subject real property: natural hazards, encroachments, wetlands, ditches, easements, building setbacks, restrictive covenants, subdivision restrictions, zoning or any other land-use regulations.
4. A Title Report for the property shown hereon has been issued by Stewart Title Guaranty Company. File Number 2224445, with a Commitment Date of March 9, 2022. Certain information contained in said title policy may not appear on this map or may affect items shown hereon. It is the responsibility of the owner or owner's agent to review said title policy. Some of the encumbrances and easements listed in the title report are NOT plotted hereon. Review of specific documents is required, if further information is desired.

CERTIFICATE OF SURVEYOR

I hereby certify that I am a Registered Land Surveyor in the State of Idaho and that this map is a true and accurate representation of a survey done under my direct supervision.

PROFESSIONAL LAND SURVEYOR LICENSED 16670 11/22/2022 STATE OF IDAHO MARK E. PHILLIPS

MARK E. PHILLIPS, P.L.S. 16670

Instrument # 697552
HAILEY, BLAINE, IDAHO
11-22-2022 11:32:57 AM No. of Pages: 1
Recorded for : GALENA ENGINEERING, INC
STEPHEN MCDOUGALL GRAHAM Fee: 5.00
Ex-Officio Recorder Deputy
Index to: SURVEYS

TAX LOTS 7703 & 7346

GALENA ENGINEERING, INC.
HAILEY, IDAHO

SHEET 1 OF 1
Job No. 5319-06

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 (Breana.Finney@SteadfastCo.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAANinTOJfDKs3Wah-38W0dS-GX0WfTyRX4

"Mayor Signed Annexation Review Fee Agreement revised" History

Document created by Breana Finney (Breana.Finney@SteadfastCo.com)
2022-12-19 - 7:06:07 PM GMT- IP address: 76.91.163.61

Document emailed to Dinesh Davar (dinesh.davar@steadfastco.com) for signature
2022-12-19 - 7:06:24 PM GMT

Email viewed by Dinesh Davar (dinesh.davar@steadfastco.com)
2022-12-19 - 7:22:28 PM GMT- IP address: 104.47.56.126

Document e-signed by Dinesh Davar (dinesh.davar@steadfastco.com)
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

Outlook

Re: Idaho Code 50-222 Gannett Ranch annexation request

From Brett Stevenson <[redacted]>
Date Thu 10/1/26 10:07
To Brian Parker <bparker@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@svinspections.com <[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 <tevans@mtexpress.com>; press@5bgazette.com <press@5bgazette.com>

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.

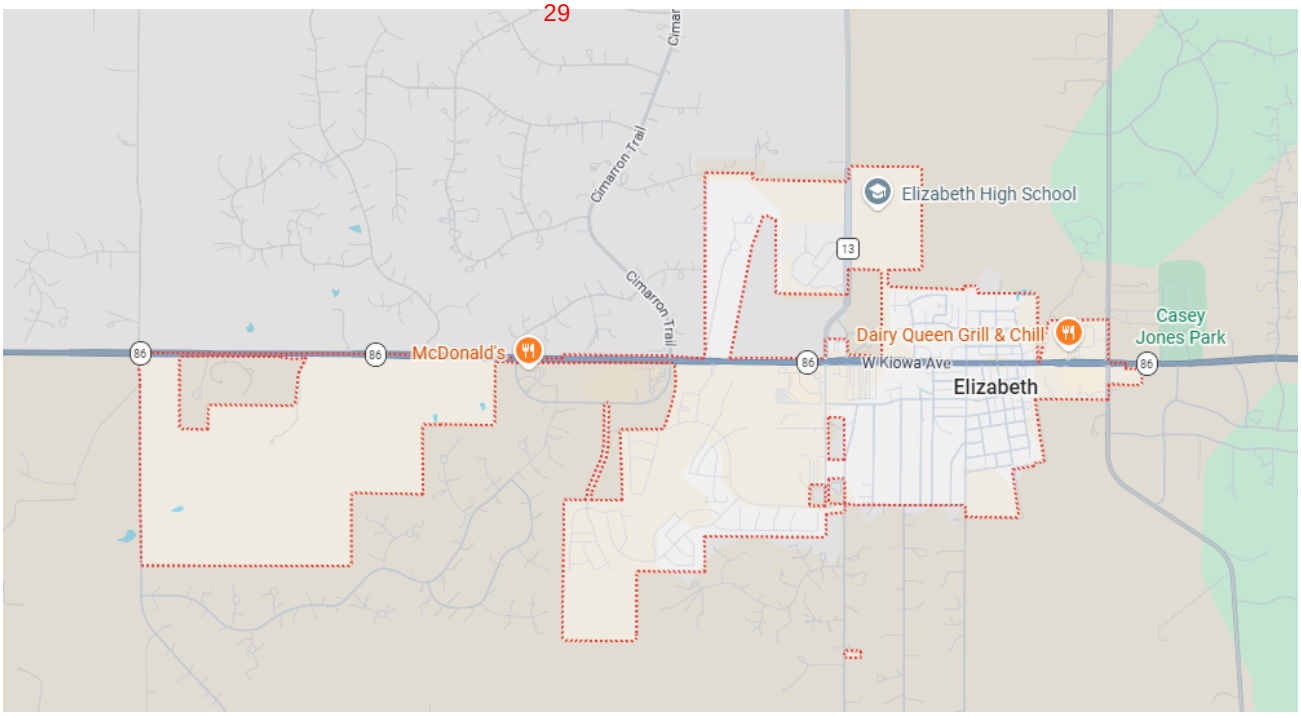
This is a legal prerequisite. The City Council must determine that this requirement has been met. The city attorney should provide an explanation on why this connection meets Idaho law and how that conclusion was reached.

Thank you,

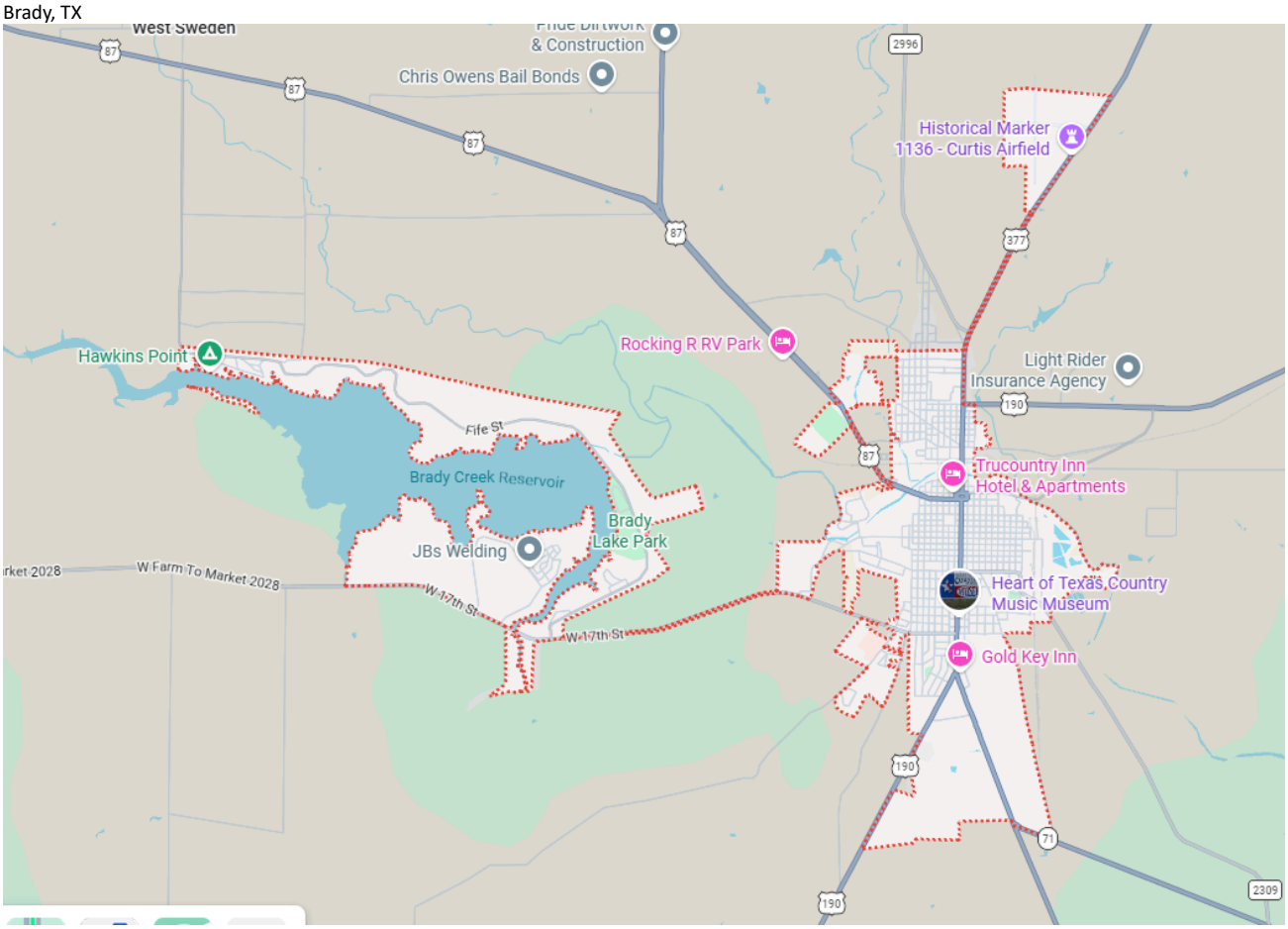
Brett

On Mon, Sep 28, 2026 at 1:04 PM Brian Parker <bparker@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



- Brady, TX



Please let me know if you have any additional questions.

Thank you,

BUILDING ON BELLEVUE
2027 Comprehensive Plan Update

Learn More About the Bellevue Comprehensive Plan Update

Get Involved!

Brian Parker
Community Development Director
City of Bellevue

Office: 208.913.0187
Cell: 208.309.8949
Hours: 7:00-5:30, Monday through Thursday

115 E. Pine Street
PO Box 825
Bellevue, ID 83313

bellevueidaho.gov

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


Map
Adjoiner List
Muldoon Canyon Rd
Gannett Rd
75
Parcels
Blaine County GIS

Subject: FORMAL PROCEDURAL OBJECTION: Defective Public Notice for Oct. 5, 2026, P&Z Meeting

To the Bellevue Planning & Zoning Commission and City Clerk:

Please enter this formal objection into the official public record for tonight's October 5, 2026, Planning and Zoning Commission meeting.

I object to the legal sufficiency of the public notice provided for tonight's meeting. The city's electronic meeting index explicitly displays an incorrect day and year for this session October 10, 2025). Although clicking the incorrect link opens tonight's agenda, the public-facing index actively misleads residents into believing the link contains archived or irrelevant past materials.

Under the Idaho Open Meeting Law (**Idaho Code § 74-204**) and the Local Land Use Planning Act (**Idaho Code § 67-6509**), public notices must be accurate, unambiguous, and clear. Because the electronic notice is defective and hinders proper public participation, any official actions or recommendations taken tonight regarding these public hearings are vulnerable to being declared null and void under **Idaho Code § 74-208**.

To preserve the legal integrity of the city's proceedings and protect the community's right to due process, I respectfully request that the Commission **table all public hearing items scheduled for tonight** until the electronic notice is corrected and the statutory notice period is restarted.

Doro Schinella
[redacted]
Bellevue Resident

Outlook

Fw: PUBLIC COMMENT: Contiguity finding for Gannett Ranch — records and §50-222 questions

From Chloe Sullivan <csullivan@bellevueidaho.us>
Date Mon 10/5/26 12:06
To Brian Parker <bparker@bellevueidaho.us>

Chloe Sullivan
Interim Clerk
City Of Bellevue

Office: 208.913.0189

115 E. Pine Street
PO Box 825
Bellevue, ID 83313

From: Suzanne Wrede <swrede@bellevueidaho.us>
Sent: Monday, October 5, 2026 10:31 AM
To: Chloe Sullivan <csullivan@bellevueidaho.us>; Bellevue Clerk <Clerk@bellevueidaho.us>
Subject: PUBLIC COMMENT: Contiguity finding for Gannett Ranch — records and §50-222 questions

Dear City Clerk,

Below is my public comment for the P&Z meeting this evening, October 5, 2026.

As a resident and elected representative of Bellevue residents, I am requesting that, before Planning & Zoning or the Common Council is asked to make any finding regarding the contiguity of the proposed Gannett Ranch annexation, the City require a **professional, survey-grade exhibit establishing the factual basis for any finding.** This same request was made via email to the Mayor on Thursday, October 1st.

Idaho Code § 50-222 defines “contiguous” as sharing a common border and specifically excludes a connection that exists only through a shoestring connection. The statute also separately addresses highway and railroad rights-of-way.

At present, residents, Council members and others attempting to evaluate this question are looking at several different representations of the property relationship: the developer’s conceptual plan, County/tax GIS geometry, and the City boundary shown in Ordinance 2002-04 materials. Those representations do not appear to depict the relevant boundaries in the same way.

That is not an appropriate basis for asking a public body to make a statutory finding.

Administrative Action Requested: Please require, as part of the annexation record and before any recommendation or decision concerning contiguity, a survey-grade exhibit prepared by an appropriately

qualified professional that clearly identifies:

1. **The existing, legally established Bellevue municipal boundary**, with the ordinance, charter description, plat, survey or recorded instrument establishing each relevant segment;
2. **The complete proposed annexation boundary**;
3. **All highway, railroad and other right-of-way parcels relevant to the asserted connection**, including the former railroad corridor; and
4. **Every segment of common border relied upon to establish contiguity**, showing its length, bearings, adjoining parcels and the source instrument establishing the Bellevue side of that boundary.

The exhibit should also distinguish **tax-parcel boundaries from the actual municipal boundary** where the two do not coincide.

This is an opportunity for the Common Council to establish a basic professional standard for evaluating annexations. Residents, the media, Planning & Zoning and Council should not have to reconstruct a statutory prerequisite from competing maps or interpretations of conceptual development drawings.

If the City is going to declare that this property is contiguous to Bellevue, **the public record should clearly show exactly where that common municipal border exists and the legal instrument that establishes it.**

Thank you.

Suzanne Wrede
Alderman

From: Suzanne Wrede <swrede@bellevueidaho.us>
Sent: Thursday, October 1, 2026 4:04 PM
To: Christina Giordani <cgiordani@bellevueidaho.us>
Cc: Genoa Beiser <gbeiser@bellevueidaho.us>; Anders Ard <aard@bellevueidaho.us>; Tom Bergin <tbergin@bellevueidaho.us>; Diane Shay <dshay@bellevueidaho.us>; Tammy Davis <tdavis@bellevueidaho.us>; Sarah Lurie <press@5bgazette.com>; brett@hillsidegrain.com <[redacted]>
Subject: Re: Contiguity finding for Gannett Ranch — records and §50-222 questions

Mayor and Common Council,

I am requesting that, before Planning & Zoning or the Common Council is asked to make any finding regarding the contiguity of the proposed Gannett Ranch annexation, the City require a **professional, survey-grade exhibit establishing the factual basis for any finding.**

Idaho Code § 50-222 defines “contiguous” as sharing a common border and specifically excludes a connection that exists only through a shoestring connection. The statute also separately addresses highway and railroad rights-of-way.

At present, residents, Council members and others attempting to evaluate this question are looking at several different representations of the property relationship: the developer’s conceptual plan, County/tax GIS geometry, and the City boundary shown in Ordinance 2002-04 materials. Those representations do not appear to depict the relevant boundaries in the same way.

That is not an appropriate basis for asking a public body to make a statutory finding.

Administrative Action Requested: Please require, as part of the annexation record and before any recommendation or decision concerning contiguity, a survey-grade exhibit prepared by an appropriately qualified professional that clearly identifies:

1. **The existing, legally established Bellevue municipal boundary**, with the ordinance, charter description, plat, survey or recorded instrument establishing each relevant segment;
2. **The complete proposed annexation boundary**;
3. **All highway, railroad and other right-of-way parcels relevant to the asserted connection**, including the former railroad corridor; and
4. **Every segment of common border relied upon to establish contiguity**, showing its length, bearings, adjoining parcels and the source instrument establishing the Bellevue side of that boundary.

The exhibit should also distinguish **tax-parcel boundaries from the actual municipal boundary** where the two do not coincide.

This is an opportunity for the Common Council to establish a basic professional standard for evaluating annexations. Residents, the media, Planning & Zoning and Council should not have to reconstruct a statutory prerequisite from competing maps or interpretations of conceptual development drawings.

If the City is going to declare that this property is contiguous to Bellevue, **the public record should clearly show exactly where that common municipal border exists and the legal instrument that establishes it.**

Thank you,

Suzanne Wrede
Alderman

From: Sarah Lurie <[redacted]>
Sent: Thursday, October 1, 2026 12:27 PM
To: Brian Parker <bparker@bellevueidaho.us>
Cc: Suzanne Wrede <swrede@bellevueidaho.us>; Christina Giordani <cgiordani@bellevueidaho.us>; Genoa Beiser <gbeiser@bellevueidaho.us>; Anders Ard <aard@bellevueidaho.us>; Tom Bergin <tbergin@bellevueidaho.us>; Diane Shay <dshay@bellevueidaho.us>; Tammy Davis <tdavis@bellevueidaho.us>; Sarah Lurie <[redacted]>
Subject: Contiguity finding for Gannett Ranch — records and §50-222 questions

Brian,

I'm reporting on the Gannett Ranch annexation restart and your September 28 presentation that the property "**does** share a contiguous leg" with Bellevue under Idaho Code §50-222.

Here is what is on the public record as I understand it:

1. County GIS shows the large ranch parcel (RP01N180010360) does not share a border with any Bellevue-coded parcel except through the roughly 8.34-acre connector at Tax Lot 7703 / RPB1N180010040 (39 Gannett Road area). That connector shares about 1,733 feet with the

ranch.

2. The connector's only measured touch to clear City-owned land is about 59 feet against a former railroad corridor parcel (RPB2N180360780). Idaho Code §50-222(12) provides that "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 railroad right-of-way." Subsection (2)(b) also says land is not contiguous if the only common border is along a shoestring connection.

3. The Idaho State Tax Commission Bellevue city taxing-district polygon covers only about half of the connector (~4 acres / ~48%), and essentially none of the ranch.

4. I requested Bellevue records for an ordinance annexing that connector / TL 7703 into the city. The clerk produced the Bellevue City Charter, the 1996 legislative charter amendment, and Ordinance 2002-04 (boundary clarification / Exhibit A–B map of an approximate ~800-acre city outline). The cover note said those documents describe city limits that "include the parcel you are discussing," and that Bellevue has no further records. **None of those documents is an annexation ordinance for Gannett Ranch or, on their face, a named annexation of RPB1N180010040.**

5. Assessor notes on the connector reference land purchased from ITD and Idaho Code §63-602Y (tax-status / putting formerly exempt property on the rolls). That is not an annexation statute.

Given that record, I am asking you to explain, on the record for publication:

- What exact common border does the city rely on for contiguity — length, bearings, and the opposing city parcel(s) or ordinance?
- Is the 8.34-acre connector already inside Bellevue by annexation ordinance (the clerk said no)? If so, please identify the ordinance number, date, and recording instrument. If not, how is the connector "city" for §50-222 purposes?
- How does the city reconcile a ~59-foot contact with a former railroad strip with §50-222(12)?
- How does Ordinance 2002-04's approximate city boundary map establish that the connector (or the ranch) is inside city limits?

- Will Planning & Zoning (Oct. 5) and Council receive a written contiguity finding that answers these points before any recommendation or vote?

Thank you.

--
Kindly,
Sarah Lurie
Publisher

5b Gazette
Est. 2024
★ SAFEGUARDING LIBERTY ★

Outlook

Follow-Up to October 5 P&Z Meeting — Gannett Ranch Annexation

From Pamela Ridgway <[redacted]>
Date Tue 10/6/26 8:40
To Genoa Beiser <gbeiser@bellevueidaho.us>; Anders Ard <aard@bellevueidaho.us>; Tom Bergin <tbergin@bellevueidaho.us>; Diane Shay <dshay@bellevueidaho.us>; Brian Parker <bparker@bellevueidaho.us>; pamelaridg@gmail.com <[redacted]>; Shelley Miller <[redacted]>; Brett Stevenson <[redacted]>; Rob Foulkes <[redacted]>

Good morning,

Rob and I attended last night's Bellevue Planning & Zoning meeting regarding the proposed Gannett Ranch development, along with approximately 30 other members of the community.

Unfortunately, the meeting was unable to proceed because the agenda had not been properly posted for the October 5 meeting. We understand that the agenda apparently appeared under an incorrect 2025 date, making it extremely difficult—or impossible—for members of the public to locate it.

A member of the audience raised the issue of Idaho's public meeting requirements and whether the meeting could legally proceed without proper public notice. Ultimately, the meeting was canceled.

While we appreciate that administrative mistakes happen, this was disappointing. Approximately 30 citizens took the time to attend because this proposal could have significant and long-lasting consequences for Bellevue and the surrounding community.

Given the cancellation, we would like to use this opportunity to submit several questions that we had intended to raise regarding the proposed annexation of Gannett Ranch. We respectfully ask that these questions be considered and addressed as the process moves forward:

1. ANNEXATION AND DENSITY
The property is currently zoned by Blaine County for approximately 38 homes. The proposed development calls for 439 homes, along with approximately 10,000 square feet of commercial space and 100,000 square feet of flex industrial space.

What is the justification for increasing the residential density from approximately 38 homes to 439 homes through annexation into Bellevue?

2. CONTIGUITY AND THE "SHOESTRING" CONNECTION
We understand questions have been raised regarding the proposed connection of the Gannett Ranch property to Bellevue and the requirements of Idaho Code §50-222.

Before proceeding further, will the City obtain a clear legal determination that the proposed annexation meets all applicable contiguity and annexation requirements?

3. WATER
The developer has stated that the project would use approximately 20% or less of the water currently used for agricultural irrigation.

What independent analysis has been completed to verify this claim?

More importantly, has an independent analysis been conducted regarding groundwater availability, aquifer impacts, and the long-term cumulative water demands of this project together with existing and already-approved development in the Bellevue area?

4. WASTEWATER AND AQUIFER RECHARGE
The developer has proposed an independent wastewater treatment system with treated water being returned to the aquifer.

Who will regulate, monitor, maintain, and ultimately be financially responsible for this system over its lifetime?

What happens if that system fails, becomes inadequate, or eventually requires connection to Bellevue's municipal wastewater system?

5. ROADS AND TRAFFIC
What traffic study has been completed to determine the effect of 439 additional residences, commercial development, and industrial development on Gannett Road, Highway 75, and surrounding roads?

Has that study considered full build-out rather than simply the first phase?

6. COST TO EXISTING BELLEVUE RESIDENTS
Has an independent fiscal-impact analysis been completed showing the short- and long-term costs to Bellevue for police, fire and emergency services, roads, administration, staffing, maintenance, and other municipal services associated with this development?

We would particularly like to know which infrastructure costs will be paid by the developer and which future maintenance and replacement costs could ultimately become the responsibility of Bellevue taxpayers.

7. PUBLIC BENEFIT
If the development intends to provide its own water and wastewater infrastructure, what is the specific public benefit to the existing residents of Bellevue from annexing this property into the City?

We believe this is an important question that deserves a clear answer before annexation discussions proceed.

8. BELLEVUE'S EXISTING INFRASTRUCTURE
Bellevue already faces significant infrastructure, staffing, maintenance, water, and wastewater needs.

Before adding a development of this magnitude, will the City evaluate whether it currently has the financial, administrative, and infrastructure capacity to responsibly support this level of additional

growth?

9. CUMULATIVE GROWTH
Finally, will the City consider temporarily slowing or pausing major annexation decisions while an independent assessment is completed of Bellevue's water supply, wastewater capacity, roads, public services, staffing, and financial ability to accommodate both existing obligations and proposed future growth?

This is not simply a question about one development. It is a question about the future size, infrastructure, financial stability, and character of Bellevue.

Last night's cancellation actually reinforces why we believe this process needs to be deliberate, transparent, properly noticed, and based upon complete and independently verified information.

We respectfully ask that these questions be entered into the record and that written responses—or the supporting studies and documentation—be made available to the public before the next substantive meeting concerning Gannett Ranch.

We would also appreciate confirmation of the date and time of the rescheduled meeting and assurance that the agenda will be properly posted within the required public-notice period.

Thank you for your time and service to our community. We look forward to receiving the information and participating constructively as this process moves forward.

Pamela Ann & Rob Foulkes
Bellevue Farms

Get Outlook for iOS

Outlook

Fwd: We can't hear you!

From Shelley Miller <[redacted]>
Date Wed 10/7/26 9:56
To Brian Parker <bparker@bellevueidaho.us>

---------- Forwarded message ---------
From: **Shelley Miller** <[redacted]>
Date: Wed, Oct 7, 2026 at 9:46 AM
Subject: We can't hear you!
To: <cgiordani@bellevueidaho.us>, <gbeiser@bellevueidaho.us>, <aard@bellevueidaho.us>, <tbergin@bellevueidaho.us>, dshay@bellevueidaho.us <dshay@bellevueidaho.us>, <tdavis@bellevueidaho.us>, <swrede@bellevueidaho.us>, <Clerk@bellevueidaho.us>

To the Bellevue Council and P&Z,

As you know it was a packed house for the Oct. 5th P&Z meeting, which then ended early due to improper noticing. After going outside and talking with other citizens who were in the room, the overwhelming first thing everyone commented on was " could you hear what they were saying?", "I could hardly hear them", "they need to speak up and stop mumbling, I think they did that on purpose", "I have my hearing aides in and I still could not hear what they were saying". On behalf of many citizens who will be attending upcoming meetings, especially dealing with the Gannett Ranch Annexation, PLEASE have microphones at every meeting. This meeting was important enough to have reporters and a photographer there, please make it so people can hear what you have to say. Making it impossible for members of the audience to be able to clearly hear and understand the officials who are speaking is just compounding the growing problems and mis-trust Bellevue is experiencing at this time.

Also, could you please let me know if the Gannett Ranch Annexation will be on the Agenda for the Council meeting on October 13th. Waiting for it to MAYBE show up on the website in a timely manner is crazy in this day and age. It is a huge waste of city staff time to be answering questions when the information should be easily found on the city website. Since we were unable to hear or understand the officials, it was unclear as to the actual next step.

I'm going to also provide a public comment that should go on the record- Please realize that you are a small town government now dealing with big city issues. I don't say that to de-mean anyone, but that is the reality. Many of you have other jobs. For no other reason than "Bellevue needs to get its own house in order", before taking on an enormous annexation that will forever change the valley in a detrimental way. Bellevue has too much on it's plate already-

* Sewer plant operating in "emergency capacity" for 3? years, and not enough money to fix it properly. The city should not issue a single building permit until the situation improves dramatically. I am one of those people who live in the county, 3 miles south of Bellevue (2 air miles from the sewer plant), and experience the stench on many occasions.

*Attempting a huge rezoning project that would allow 4 story buildings and apartments on Main St. The fire chief has admitted the dept could not handle a fire in a 4 story building. How much more fire apparatus/staff/training, etc.. would the city need, and at what cost? For the apartments- what about resident parking? Where will kids play and how many of them might wander out to Main st.? This is very urban-style development and most likely not what the current citizens want to see in their small town. Don't create a "build it and they will come" situation.

*City staff and employee base keeps shrinking, when it should be growing to keep up with demands on police, fire, city hall, road maintenance, etc...
City is not keeping pace with the growth and problems currently. The website is outdated and sometimes inaccurate. Citizens have to call city hall to get clear information. The fact that the Mayor can choose who sees what emails and comments and at what time, piling them up and handing them out (on paper?) is completely ridiculous. The city clerk compiling emails over the course of the week and then sending them all out at the end of the week?? This is 2026. City government is operating like it's 1950.

If you really love your town, you will put a pause on anything growth-related, find some emergency money to fix some of the problems, hire staff and pay them a living wage so they will not be tempted to go to work elsewhere.

Thank-you,
Shelley Miller
Derby Rd.

October 29, 2026

Bellevue Common Council and Planning and Zoning Commission
City of Bellevue
115 E. Pine Street
P.O. Box 825
Bellevue, Idaho 83313

RE: GANNETT RANCH PROPOSED ANNEXATION—REQUEST FOR SUPPORTING RECORDS AND FINDINGS

Members of the Council and Commission:

We oppose the proposed Gannett Property annexation. Before the City determines that the land is eligible, please show the complete connection to Bellevue and explain why it is not a prohibited shoestring. Even if the land is eligible, the City should separately explain why annexation is in Bellevue's interests. Those are different questions, and neither should be answered merely by saying the properties touch.

ESTABLISH THE CONNECTION

The October 5 meeting packet reasons that because a portion of the subject land is already within City limits, the land shares a common border and is contiguous. That addresses contact, but it does not explain the character of the connection. The annotated GIS map attached hereto as **Exhibit A** ("GIS Map") is provided for reference. The GIS Map uses blue handwritten numbers 1–7 to identify the areas discussed in this letter. The ownership identifications below reflect our present understanding and are provided for reference, not as a title determination. Please confirm or correct them and identify the corresponding legal parcels:[1]

Blue number	**Owner**
1	Gannett Development Holdings LLC
2	Steadfast Co./ Gannett Development Holdings LLC
3	Steadfast Co./ Gannett Development Holdings LLC
4	Idaho Transportation Department
5	City of Bellevue

[1] The GIS materials reviewed do not consistently provide complete parcel and ownership information for every numbered area.

6	Idaho Transportation Department
7	Idaho Transportation Department

Parcels 4, 6, and 7 are ITD-owned and have a state highway running through them. Please show the highway right-of-way boundaries within those parcels. For parcel 5 and any other connecting land, identify any existing railroad, former railroad, or road right-of-way and provide the records establishing its present legal status. Does the proposed annexation have any connection to Bellevue independent of these strips?

Please provide the application and current legal description of the parcel(s) subject to this annexation application, identify every tract included, and furnish one clear, dimensioned map showing the proposed annexation area, the existing City boundary, the claimed common border, and the full connection to the rest of Bellevue. Please show the widths and lengths of any connecting strips, any intervening land, and highway and railroad rights-of-way. Please also identify the charter provisions, ordinances, and recorded boundary exhibits supporting that map. If the City relies on more than 700 feet of common boundary, show exactly where that boundary lies and what City territory is on the other side.

APPLY THE SHOESTRING EXCLUSION

Idaho law defines contiguity as a common border but excludes land whose only common border is along a shoestring connection. The consent exception preserves that requirement, and the highway and railroad provisions impose additional restrictions. Please address Idaho Code Section 50-222(2)(b), (6)(a), (8), and (12) in written findings tied to the actual map. Neither the developer's consent nor a particular length of frontage answers whether the only connection is a shoestring.

In *Potvin v. Village of Chubbuck*, 76 Idaho 453, 284 P.2d 414 (1955), the Court rejected annexation through a narrow strip because the outlying property remained practically separated from the village. We recognize that Bellevue's facts may differ from the facts in *Potvin*. Please explain why the complete connection here is different in character, rather than relying solely on the length of the shared boundary.

Please identify the existing City land on which the proposed annexation relies for contiguity and the legal authority establishing its inclusion within Bellevue. If that land was previously annexed, please provide the annexation ordinance and supporting boundary exhibit; if it was included through the City Charter or legislative action, please identify the applicable provision and map its boundary. Please also explain whether that land's connection to the rest of Bellevue depends on a narrow strip or transportation right-of-way, and why the proposed annexation satisfies the current shoestring exclusion. We are asking

the City to establish the relevant boundary history and present connection, not assuming that the existing boundary is invalid.

We also recognize that adjoining parcels may be considered together and that every individual parcel need not touch the existing City boundary. Our objection is not based on the percentage of the Gannett Property's perimeter touching Bellevue. It is whether the complete annexation area has a lawful connection after the shoestring exclusion is applied.

Please identify the statutory route the City is using, provide the supporting owner requests and consents, and explain how the applicable requirements are satisfied. If any proposed land lies outside the area of impact, identify the operative comprehensive-plan provisions covering that land. We are not asking the City to apply procedures that a valid consent exception removes; we are asking it to establish the exception's basis and apply the requirements that remain.

EXPLAIN WHY ANNEXATION SHOULD OCCUR

Eligibility does not require approval. The October 5 packet expressly says an eligibility determination does not commit Bellevue to annexation. The City's local review standards require a separate examination of compatibility, planning, resources, services, and mitigation. *See* Bellevue City Code §§ 13-1-9 and 13-1-10.

Please explain how the proposal fits the existing agricultural setting and adjacent neighborhoods; protects irrigation, drainage, and wellhead areas; addresses highway access, traffic, and emergency response; and provides adequate water, sewer, and other municipal services. Identify the supporting studies, the improvements required, and who will pay their construction and ongoing costs. Explain what public benefits justify annexation and what enforceable conditions will protect neighboring properties and existing residents. If those issues are reserved for a later stage, please identify that stage and confirm that preliminary eligibility will not be treated as approval of those matters.

REQUESTED ACTION

Please place this letter in the public record and provide the supporting records and written response before the next substantive decision, with a reasonable opportunity for public review and comment. If the record does not permit the City to establish lawful contiguity, please continue the matter rather than adopt an unsupported eligibility finding. If the evidence establishes that the only connection is prohibited, the City should decline to proceed on the proposed boundaries. Even if contiguity is established, please do not approve annexation without separately addressing the local review criteria and Bellevue's interests.

Please also identify any eligibility findings or other decisions already adopted, provide copies, and confirm the next hearing and written-comment deadline. We request the existing public records supporting the City's position, not privileged legal advice.

Sincerely,

Brett Stevenson

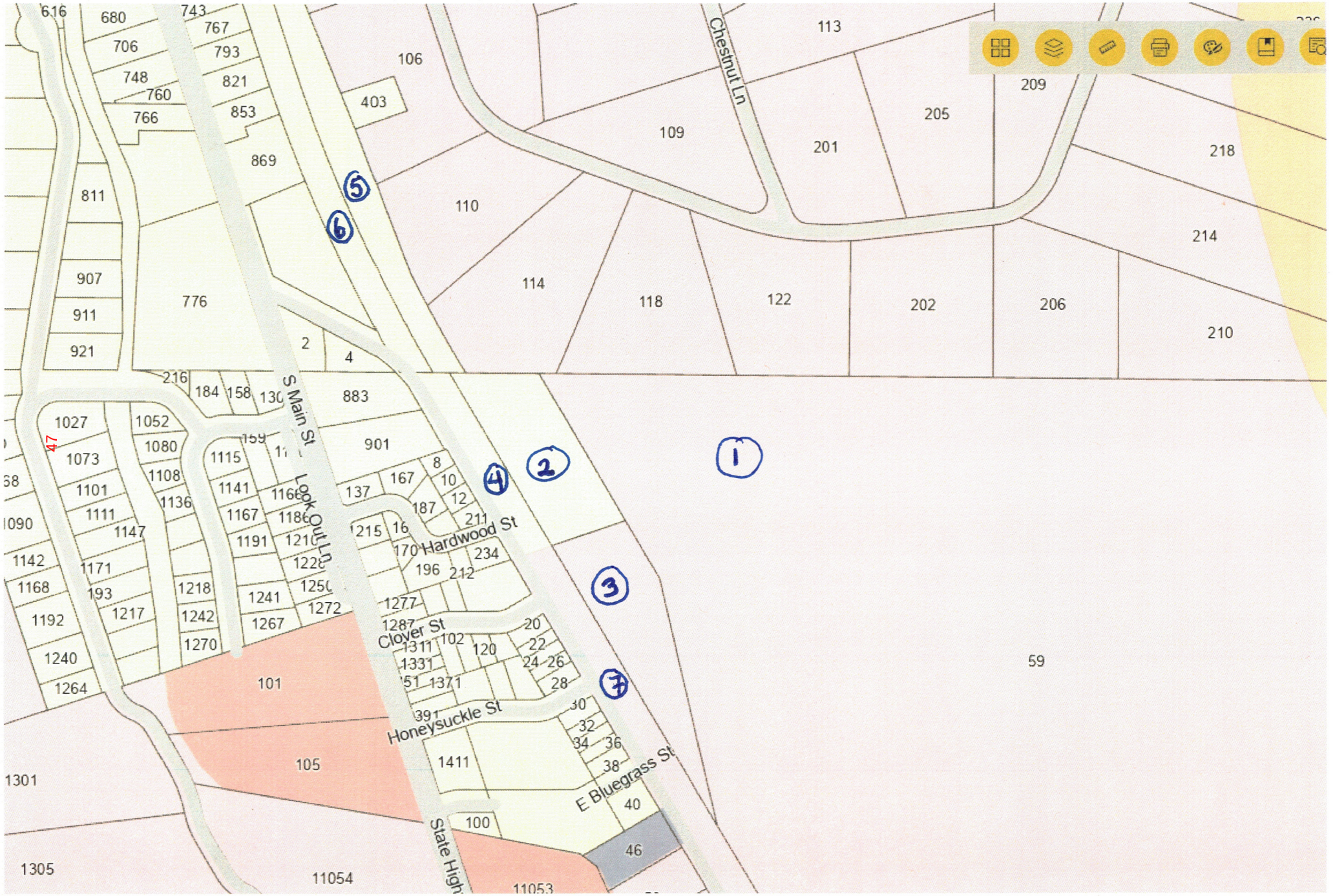
Jim Williams

Bill Ratliffe

Shelley Miller

Deano Miller

Trina Benson


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PRIVILEGED AND CONFIDENTIAL\ ATTORNEY WORK PRODUCT

Memorandum

To: Bellevue Common Council and Planning and Zoning Commission\ **From:** City Counsel\ **Date:** October 7, 2026\ **Re:** Gannett Ranch voluntary annexation—contiguity under Idaho Code § 50-222

Question Presented

Whether the proposed Gannett Ranch annexation satisfies Idaho Code § 50-222's contiguity requirement.

Opinion

The subject land shares an actual common border with Bellevue exceeding 700 feet—more than a city block and is already partially within Bellevue City Limits. This substantial length and configuration of that common border eliminate the possibility that this is connected to the City by a "shoestring connection," which would exclude the subject property from annexation eligibility under Idaho Code § 50-222(2)(b); this conclusion rests on the actual common border, not merely on the length of a corridor elsewhere in the parcel.

Governing Law and Analysis

Idaho Code § 50-222(2)(b) provides: " '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." The statute does not define "shoestring connection" or establish a minimum length of common border. The subject land shares an actual common border with Bellevue exceeding 700 feet, or more than a city block and is already partially within Bellevue City Limits. The substantial length and configuration of that common border eliminates the possibility that this is a shoestring connection; the analysis relies on that actual common border, not merely on the length of a corridor elsewhere in the parcel.

In *Potvin v. Village of Chubbuck*, 96 Idaho 734, 536 P.2d 129 (1955), the Idaho Supreme Court considered an approximately five-foot-wide corridor extending approximately three miles, primarily consisting of public highway and construed an earlier statute, not the current definition of "contiguous." *Potvin* is distinguishable: this analysis concerns the subject land's actual common border with Bellevue, which does not utilize any similar narrow corridor or right-of-way. The packet identifies the overlap as real property rather than a highway or railroad right-of-way, further distinguishing the facts from the right-of-way concerns reflected in the statute and in *Potvin*.

Recommendation

The subject land is contiguous with Bellevue under Idaho Code § 50-222, and the actual common border is not a shoestring connection.