CITY OF GARDEN CITY

6015 Glenwood Street
Garden City, Idaho 83714

**Agenda**
**City Council**
Work Session – None
Regular City Council Meeting–6:00 p.m.
**Monday, November 23, 2026**
City Hall – Council Chamber, 6015 Glenwood Street, Garden City, Idaho

*The official meeting is in person. For convenience, remote participation and/or observation via video conference or virtual attendance is permissible. However, the meeting may commence or resume if technical difficulties prevent remote participation and/or observation. Therefore, in-person attendance is required if you would like to ensure that your comments are heard and that you are able to observe the public hearing properly.* https://zoom.us/j/8188588340
Meeting ID: 818 858 8340 Phone In # 301-715-8592

**6:00 P.M. REGULAR COUNCIL MEETING**

**A. CALL TO ORDER**
Clerk Certifies Meeting
**B. ROLL CALL**
**C. PLEDGE OF ALLEGIANCE**
**D. CHANGES TO AGENDA – *ACTION ITEM***
**E. CONSENT AGENDA** *(1)* **– *ACTION ITEM***
1. **Approval of Minutes November 9, 2026 (Page 3)**
2. **Ratification of Accounts Payable Claims (Page 7)**
3. **Notice of Decisions: (Page 20)**
    a. **CUPFY2026-0014: 2900 W. Chinden Blvd**
    b. **CUPFY2026-0013: 200 E. 37th St. Building 202 Unit #9**

**F. SPECIAL BUSINESS – *ACTION ITEMS***
1. **Monthly Staff Reports (Page 21)**
2. **Monthly Financial Summary Reports (Page 34)**

**G. ORDINANCES, RESOLUTIONS, CONTRACTS – *ACTION ITEMS***
1. **SECOND READING: ORDINANCE 1070-26 AN ORDINANCE OF THE CITY OF GARDEN CITY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING THE GARDEN CITY CODE, TITLE 8 ("DEVELOPMENT CODE"), CHAPTER 2 ("BASE ZONING DISTRICT REGULATIONS"), ARTICLE B ("BASE ZONING DISTRICT PROVISIONS"), SECTION 2 ("ALLOWED USES"), TABLE 8-2B-1 ("ALLOWED USES IN ALL BASE ZONING DISTRICTS"); CHAPTER 2, ARTICLE C ("LAND USE PROVISIONS"), BY ADDING SECTION 50 ("URBAN STORAGE"); CHAPTER 3 ("OVERLAY ZONING DISTRICT REGULATIONS"), ARTICLE A ("GENERAL PROVISIONS"), SECTION 3 ("ALLOWED USES"), TABLE 8-3A-1; CHAPTER 4 ("DESIGN AND DEVELOPMENT REGULATIONS"), ARTICLE D ("PARKING AND OFF-STREET LOADING PROVISIONS"), SECTION 5 ("REQUIRED NUMBER OF OFF-STREET PARKING SPACES"), TABLE 8-4D-3 AND TABLE 8-4D-4; AND CHAPTER 7 ("REFERENCES"), ARTICLE A ("DEFINITIONS"), SECTION 1**

**("DEFINITIONS OF USES"), TO ESTABLISH "URBAN STORAGE" AS A NEW CONDITIONAL USE IN THE MIXED USE COMMERCIAL (C-2), HIGHWAY COMMERCIAL (C-1), AND LIGHT INDUSTRIAL (LI) ZONING DISTRICTS; TO ESTABLISH SPECIFIC USE STANDARDS FOR URBAN STORAGE; TO ADD A DEFINITION FOR URBAN STORAGE; TO ADDRESS THE ALLOWANCE OF URBAN STORAGE WITHIN OVERLAY ZONING DISTRICTS; AND TO ESTABLISH VEHICLE AND BICYCLE PARKING REQUIREMENTS FOR URBAN STORAGE; PROVIDING SEVERABILITY; REPEALING CONFLICTING CITY CODE PROVISIONS; APPROVING A SUMMARY OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE. (Page 41)**

2. **RESOLUTION 1276-26: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN CITY, IDAHO, APPROVING A PROPERTY USE AGREEMENT WITH THE ADA COUNTY HIGHWAY DISTRICT FOR THE 43RD STREET, USTICK ROAD TO BOISE RIVER PROJECT; AUTHORIZING EXECUTION; PROVIDING CONDITIONS OF APPROVAL; AUTHORIZING IMPLEMENTING ACTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (Page 50)**

3. **RESOLUTION 1278-26: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN CITY, IDAHO, MAKING PUBLIC-PURPOSE FINDINGS REGARDING PROPOSED SIGHT-DISTANCE MITIGATION AT 9173 W. STATE STREET, WHICH IS PRIVATE PROPERTY NEAR STATE STREET AND ARNEY LANE; CONDITIONALLY AUTHORIZING AN EXPENDITURE, PROCUREMENT, AND PRIVATE-PROPERTY AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE APPROVED DOCUMENTS; PROVIDING CONDITIONS, LIMITATIONS, AND AN EFFECTIVE DATE. (Page 69)**

**H. UNFINISHED BUSINESS**

**I. NEW BUSINESS**

**J. EXECUTIVE SESSION for the following purposes:**

**K. ADJOURNMENT**

*(1) Items on this agenda line are considered as consent items and will be approved without discussion unless the Council requests the item be heard.*

**CITY OF GARDEN CITY**
**CITY COUNCIL MEETING MINUTES**
**November 9, 2026**
**6:00 P.M.**

## REGULAR COUNCIL MEETING CALL TO ORDER

**A.** Mayor Jacobs called the meeting to order at 6:00 p.m.

**CLERK CERTIFIED MEETING NOTICE**

The meeting was noticed in accordance with Idaho Code 74-204.

**B. ROLL CALL**

Council members Carver-Herbert, Jorgensen, Page, and Rasmussen were present.

**C. Mayor Jacobs led the pledge of allegiance.**

**D. CHANGES TO AGENDA**

**E. CONSENT AGENDA**

1. **Approval of Minutes October 26, 2026**
2. **Ratification of Accounts Payable Claims**
3. **Continue to a date certain of 12/14/2026: SUBFY2026-0003 Stonewater Subdivision due to late resubmittals.**
4. **Confirm Decision Document DSRFY2022-0016, approved October 26, 2026**

**Action**: Councilmember Page moved to approve the consent agenda as presented, and Councilmember Jorgensen seconded.

| ROLL CALL VOTE: | |
|---|---|
| Councilmember Carver-Herbert | YES |
| Councilmember Jorgensen | YES |
| Councilmember Page | YES |
| Councilmember Rasmussen | YES |

The motion passed.

**F. SPECIAL BUSINESS**

**G. ORDINANCES, RESOLUTIONS, CONTRACTS**

1. **DECISION: CPAFY2026-0001 Code Text Amendment: Jeff Hatch with Hatch Design Architecture requesting to amend Title 8, Chapter 2B, Section 1, Table of Allowed Uses in All Base Zoning Districts. Continued from October 26, 2026.**

**Action**: Councilmember Page moved to reject the denial of the Planning & Zoning Commission and approve CPAFY2026-0001 and Councilmember Rasmussen seconded.

| ROLL CALL VOTE: | |
|---|---|
| Councilmember Jorgensen | Recuse |
| Councilmember Page | YES |
| Councilmember Rasmussen | YES |
| Councilmember Carver-Herbert | YES |

The motion passed.

2. **<u>FIRST READING:</u> ORDINANCE 1070-26 AN ORDINANCE OF THE CITY OF GARDEN CITY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING THE GARDEN CITY CODE, TITLE 8 ("DEVELOPMENT CODE"), CHAPTER 2 ("BASE ZONING DISTRICT REGULATIONS"), ARTICLE B ("BASE ZONING DISTRICT PROVISIONS"), SECTION 2 ("ALLOWED USES"), TABLE 8-2B-1 ("ALLOWED USES IN ALL BASE ZONING DISTRICTS"); CHAPTER 2, ARTICLE C ("LAND USE PROVISIONS"), BY ADDING SECTION 50 ("URBAN STORAGE"); CHAPTER 3 ("OVERLAY ZONING DISTRICT REGULATIONS"), ARTICLE A ("GENERAL PROVISIONS"), SECTION 3 ("ALLOWED USES"), TABLE 8-3A-1; CHAPTER 4 ("DESIGN AND DEVELOPMENT REGULATIONS"), ARTICLE D ("PARKING AND OFF-STREET LOADING PROVISIONS"), SECTION 5 ("REQUIRED NUMBER OF OFF-STREET PARKING SPACES"), TABLE 8-4D-3 AND TABLE 8-4D-4; AND CHAPTER 7 ("REFERENCES"), ARTICLE A ("DEFINITIONS"), SECTION 1 ("DEFINITIONS OF USES"), TO ESTABLISH "URBAN STORAGE" AS A NEW CONDITIONAL USE IN THE MIXED USE COMMERCIAL (C-2), HIGHWAY COMMERCIAL (C-1), AND LIGHT INDUSTRIAL (LI) ZONING DISTRICTS; TO ESTABLISH SPECIFIC USE STANDARDS FOR URBAN STORAGE; TO ADD A DEFINITION FOR URBAN STORAGE; TO ADDRESS THE ALLOWANCE OF URBAN STORAGE WITHIN OVERLAY ZONING DISTRICTS; AND TO ESTABLISH VEHICLE AND BICYCLE PARKING REQUIREMENTS FOR URBAN STORAGE; PROVIDING SEVERABILITY; REPEALING CONFLICTING CITY CODE PROVISIONS; APPROVING A SUMMARY OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.**

   **Action**: Councilmember Page moved to have the first reading of Ordinance 1070-26 by title only and Councilmember Rasmussen seconded.

   ROLL CALL VOTE:

| | |
|---|---|
| Councilmember Page | YES |
| Councilmember Rasmussen | YES |
| Councilmember Carver-Herbert | YES |
| Councilmember Jorgensen | YES |

   The motion passed.

   The city clerk read Ordinance 1070-26 by title only.

3. **<u>PUBLIC HEARING</u>: SUBFY2026-0002 a Combined Preliminary Plat/Final Plat consisting of 3 residential lots. The property is currently located at 216 E. 43rd St.; Ada County Parcels #R2734500818 in the R-3 Zoning District.**

   **Action**: Councilmember Page moved to continue SUBFY2026-0002 to a date certain of 02/08/2027 and Councilmember Jorgensen seconded.

ROLL CALL VOTE:

| | |
|---|---|
| Councilmember Rasmussen | YES |
| Councilmember Carver-Herbert | YES |
| Councilmember Jorgensen | YES |
| Councilmember Page | YES |

The motion passed.

4. **RESOLUTION 1272-26: A RESOLUTION AMENDING THE PUBLIC WORKS FEE SCHEDULE OF THE CITY OF GARDEN CITY, PURSUANT TO TITLE 6, CHAPTER 3 OF THE MUNICIPAL CODE, ADJUSTING CERTAIN SEWER AND WATER CAPITAL AND ENFORCEMENT FEES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**Action**: Councilmember Page moved to adopt Resolution 1272-26 and Councilmember Rasmussen seconded.

ROLL CALL VOTE:

| | |
|---|---|
| Councilmember Carver-Herbert | YES |
| Councilmember Jorgensen | YES |
| Councilmember Page | YES |
| Councilmember Rasmussen | YES |

The motion passed.

5. **RESOLUTION 1276-26: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN CITY, IDAHO, APPROVING A PROPERTY USE AGREEMENT WITH THE ADA COUNTY HIGHWAY DISTRICT FOR THE 43RD STREET, USTICK ROAD TO BOISE RIVER PROJECT; AUTHORIZING EXECUTION; PROVIDING CONDITIONS OF APPROVAL; AUTHORIZING IMPLEMENTING ACTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE**.

Charles Wadams, City Attorney, provided a legal update on Resolution 1276-26. As of the 11/09/2026 council meeting, ACHD's legal department had not responded to the city's questions regarding the agreement.

**Action**: Councilmember Jorgensen moved to continue Resolution 1276-26 to a date undetermined pending a response from ACHD's legal department and Councilmember Page seconded.

ROLL CALL VOTE:

| | |
|---|---|
| Councilmember Jorgensen | YES |
| Councilmember Page | YES |
| Councilmember Rasmussen | YES |
| Councilmember Carver-Herbert | YES |

The motion passed.

6. **RESOLUTION 1277-26: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN CITY, IDAHO, APPROVING A NEGOTIATED PROFESSIONAL-SERVICES AGREEMENT WITH MORRISON-MAIERLE FOR THE BOISE RIVER LETTER OF MAP REVISION SCOPE; CONFIRMING COMPLIANCE WITH THE CITY'S QUALIFICATIONS-BASED SELECTION PROCESS; AUTHORIZING EXECUTION OF THE AGREEMENT; AUTHORIZING THE CITY ATTORNEY TO NEGOTIATE AN INTERGOVERNMENTAL AGREEMENT WITH BOISE CITY FOR THE MAP REVISION PROJECT; RESERVING APPROVAL AND EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT TO THE CITY COUNCIL; DIRECTING PRESERVATION OF THE ADMINISTRATIVE PROCUREMENT RECORD; AND PROVIDING AN EFFECTIVE DATE.**

   Charles Wadams, City Attorney, provided a legal review on Resolution 1277-26.

   **Action**: Councilmember Rasmussen moved to adopt Resolution 1277-26 pending final legal review and approval and Councilmember Jorgensen seconded.

   ROLL CALL VOTE:

| | |
|---|---|
| Councilmember Page | NO |
| Councilmember Rasmussen | YES |
| Councilmember Carver-Herbert | YES |
| Councilmember Jorgensen | YES |

   The motion passed.

**H. UNFINISHED BUSINESS**

**I. NEW BUSINESS**

**J. EXECUTIVE SESSION for the following purposes:**

**K. ADJOURNMENT**

Councilmember Jorgensen moved to adjourn the meeting at 6:22 p.m. and Councilmember Page seconded. The motion passed unanimously.

ATTEST:

_____
Lisa M. Leiby, City Clerk

APPROVED:

_____
William L. Jacobs, Mayor

TREASURY DEPARTMENT

6015 Glenwood Street ▪ Garden City, Idaho 83714

Date: November 23, 2026

To: Mayor and City Council Members

From: Lisa Leiby, City Treasurer/Clerk

Subject: Check Proof Runs for Ratification

In accordance with the Treasury Policy, I am submitting the following claims for ratification. Each of these proof runs were submitted to you via email and there were no objections raised by the mayor or council members to release any of the checks listed.

The proof runs we are asking that you ratify on November 23, 2026, are as follows:

| | |
|---|---|
| Checks dated November 13, 2026 | $54,786.62 |
| Checks dated November 20, 2026 | $34,351.66 |
| | $89,138.28 |

Attachments

# Accounts Payable

## Computer Check Proof List by Vendor

User: hhugg
Printed: 11/09/2026 - 12:01PM
Batch: 00713.11.2026

| Invoice No | | Description | Amount | Payment Date | Acct Number | Reference |
|---|---|---|---|---|---|---|
| Vendor: | UB*04362 | 53RD STREET LLC | | | Check Sequence: 1 | ACH Enabled: False |
| | | Refund Check 021383-032, 7428 W SWAIN LN | 76.24 | 11/13/2026 | 320-00-0000-201-00 | |
| | | Check Total: | 76.24 | | | |
| Vendor: | 1350 | Ada County Solid Waste Mgmt | | | Check Sequence: 2 | ACH Enabled: False |
| 793.952.696 | | October fees | 58.18 | 11/13/2026 | 100-80-0050-560-00 | |
| | | Check Total: | 58.18 | | | |
| Vendor: | 2400 | Alloway Electric Co | | | Check Sequence: 3 | ACH Enabled: False |
| 14250 | | Willowplace Locate | 90.00 | 11/13/2026 | 100-80-0060-568-00 | |
| 14251 | | E 44th Locate | 90.00 | 11/13/2026 | 100-80-0060-568-00 | |
| | | Check Total: | 180.00 | | | |
| Vendor: | 3250 | Analytical Laboratories Inc | | | Check Sequence: 4 | ACH Enabled: False |
| 2608531 | | DEQ BacT | 210.00 | 11/13/2026 | 300-80-0081-568-00 | |
| | | Check Total: | 210.00 | | | |
| Vendor: | BC | Business Cleaning Solutions LLC | | | Check Sequence: 5 | ACH Enabled: False |
| 49470 | | Nov 2026 services | 1,690.00 | 11/13/2026 | 100-45-0000-561-00 | |
| | | Check Total: | 1,690.00 | | | |
| Vendor: | 5050 | Co-Energy A Connell Oil Inc Company | | | Check Sequence: 6 | ACH Enabled: False |
| CL27297 | | FUEL | 588.64 | 11/13/2026 | 320-80-0082-540-00 | |
| CL27297 | | FUEL | 182.77 | 11/13/2026 | 320-80-0085-540-00 | |
| CL27297 | | FUEL | 458.14 | 11/13/2026 | 300-80-0081-540-00 | |
| CL27297 | | FUEL | 296.13 | 11/13/2026 | 100-80-0050-540-00 | |
| | | Check Total: | 1,525.68 | | | |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|---|---|---|---|---|---|
| Vendor: COMMTIF | Commercial Tire, Inc. | | | Check Sequence: 7 | ACH Enabled: False |
| 17-291198 | 192 tire repair | 22.95 | 11/13/2026 | 300-80-0081-565-00 | |
| | Check Total: | 22.95 | | | |
| Vendor: CBLUE | Curtis Blue Line | | | Check Sequence: 8 | ACH Enabled: False |
| 1125614 | Testing shirt | 55.00 | 11/13/2026 | 100-45-0000-469-00 | |
| 1125616 | Testing shirt | 73.00 | 11/13/2026 | 100-45-0000-469-00 | |
| 1125622 | Testing shirt | 73.00 | 11/13/2026 | 100-45-0000-469-00 | |
| | Check Total: | 201.00 | | | |
| Vendor: 13300 | D & B Supply | | | Check Sequence: 9 | ACH Enabled: False |
| 1319 | 181 Tools | 71.99 | 11/13/2026 | 300-80-0081-568-00 | |
| 1319 | supplies | 24.99 | 11/13/2026 | 300-80-0081-568-00 | |
| 1319 | supplies | 25.98 | 11/13/2026 | 320-80-0082-568-00 | |
| 554 | parts | 23.98 | 11/13/2026 | 100-80-0044-561-00 | |
| 554 | supplies | 34.93 | 11/13/2026 | 100-80-0050-560-00 | |
| | Check Total: | 181.87 | | | |
| Vendor: 14700 | Dig Line | | | Check Sequence: 10 | ACH Enabled: False |
| 80784 | 134 calls | 134.00 | 11/13/2026 | 300-80-0081-568-00 | |
| 80784 | 134 calls | 134.00 | 11/13/2026 | 320-80-0082-568-00 | |
| | Check Total: | 268.00 | | | |
| Vendor: UB*04357 | ASHLEY DOMINSKI | | | Check Sequence: 11 | ACH Enabled: False |
| | Refund Check 028750-000, 8877 W STATE ST | 26.73 | 11/13/2026 | 320-00-0000-201-00 | |
| | Check Total: | 26.73 | | | |
| Vendor: 15750 | EBSCO Information Services | | | Check Sequence: 12 | ACH Enabled: False |
| 91011070724 | FY2027 Subscriptions | 2,368.83 | 11/13/2026 | 100-48-0000-700-01 | |
| | Check Total: | 2,368.83 | | | |
| Vendor: ERS | Emergency Responder Services | | | Check Sequence: 13 | ACH Enabled: False |
| 26-270ID | Docking station install | 1,033.73 | 11/13/2026 | 100-45-0000-565-00 | |
| 26-275ID | U266 Equipment | 8,470.35 | 11/13/2026 | 100-45-0000-803-00 | |
| | Check Total: | 9,504.08 | | | |
| Vendor: 17250 | Fire Extinguisher Co Inc. | | | Check Sequence: 14 | ACH Enabled: False |
| 18207 | Fire Extinguisher Service | 296.00 | 11/13/2026 | 100-80-0044-561-00 | |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|---|---|---|---|---|---|
| | Check Total: | 296.00 | | | |
| Vendor: GPS | Gills Point S Corporate | | | Check Sequence: 15 | ACH Enabled: False |
| 880125 | Oil change | 93.77 | 11/13/2026 | 100-45-0000-565-00 | |
| 882304 | Fuel filter | 311.67 | 11/13/2026 | 100-45-0000-565-00 | |
| | Check Total: | 405.44 | | | |
| Vendor: BA | Danielle Hurd | | | Check Sequence: 16 | ACH Enabled: False |
| Aug 2026 | Aug 2026 Services | 50.00 | 10/30/2026 | 220-80-0083-619-00 | |
| Oct 2026 | Oct 2026 Services | 50.00 | 10/30/2026 | 220-80-0083-619-00 | |
| | Check Total: | 100.00 | | | |
| Vendor: 22850 | Ingram Library Service | | | Check Sequence: 17 | ACH Enabled: False |
| 30453735 | Books | 26.60 | 11/13/2026 | 100-48-0000-800-00 | |
| 30453736 | Books | 27.76 | 11/13/2026 | 100-48-0000-800-00 | |
| 30459108 | Books | 20.02 | 11/13/2026 | 100-48-0000-800-00 | |
| 30459109 | Books | 20.04 | 11/13/2026 | 100-48-0000-800-00 | |
| 30459110 | Books | 49.69 | 11/13/2026 | 100-48-0000-800-00 | |
| 30459111 | Books | 12.53 | 11/13/2026 | 100-48-0000-800-00 | |
| 30459112 | Books | 22.46 | 11/13/2026 | 100-48-0000-800-00 | |
| 30459113 | Books | 24.86 | 11/13/2026 | 100-48-0000-800-00 | |
| 30459114 | Books | 11.77 | 11/13/2026 | 100-48-0000-800-00 | |
| 30459115 | Books | 11.02 | 11/13/2026 | 100-48-0000-800-00 | |
| 30459116 | Books | 315.87 | 11/13/2026 | 100-48-0000-800-00 | |
| 30459117 | Books | 22.91 | 11/13/2026 | 100-48-0000-800-00 | |
| 30523974 | Books | 17.30 | 11/13/2026 | 100-48-0000-800-00 | |
| 30614996 | Books | 35.39 | 11/13/2026 | 100-48-0000-800-00 | |
| 30619372 | Books | 16.38 | 11/13/2026 | 100-48-0000-800-00 | |
| 30619373 | Books | 18.88 | 11/13/2026 | 100-48-0000-800-00 | |
| 30619374 | Books | 39.20 | 11/13/2026 | 100-48-0000-800-00 | |
| 30619375 | Books | 15.06 | 11/13/2026 | 100-48-0000-800-00 | |
| 30619376 | Books | 167.87 | 11/13/2026 | 100-48-0000-800-00 | |
| 30619377 | Books | 66.30 | 11/13/2026 | 100-48-0000-800-00 | |
| 30619378 | Books | 23.68 | 11/13/2026 | 100-48-0000-800-00 | |
| 30619379 | Books | 42.61 | 11/13/2026 | 100-48-0000-800-00 | |
| 30619380 | Books | 39.30 | 11/13/2026 | 100-48-0000-800-00 | |
| 30619381 | Books | 13.27 | 11/13/2026 | 100-48-0000-800-00 | |
| 30619382 | Books | 13.27 | 11/13/2026 | 100-48-0000-800-00 | |
| 30619383 | Books | 53.74 | 11/13/2026 | 100-48-0000-800-00 | |
| 30619384 | Books | 48.58 | 11/13/2026 | 100-48-0000-800-00 | |

| Invoice No | | Description | Amount | Payment Date | Acct Number | Reference |
|---|---|---|---|---|---|---|
| 30619385 | | Books | 9.11 | 11/13/2026 | 100-48-0000-800-00 | |
| 30619386 | | Books | 12.70 | 11/13/2026 | 100-48-0000-800-00 | |
| 30619387 | | Books | 52.79 | 11/13/2026 | 100-48-0000-800-00 | |
| 30619388 | | Books | 15.32 | 11/13/2026 | 100-48-0000-800-00 | |
| 30619389 | | Books | 16.26 | 11/13/2026 | 100-48-0000-800-00 | |
| 30619390 | | Books | 26.66 | 11/13/2026 | 100-48-0000-800-00 | |
| | | Check Total: | 1,309.20 | | | |
| Vendor: | 24700 | Land Group Inc | | | Check Sequence: 18 | ACH Enabled: False |
| 156810 | | Waterfront greenbelt engineering - URA | 675.45 | 11/13/2026 | 100-80-0050-560-03 | |
| | | Check Total: | 675.45 | | | |
| Vendor: | UB*04363 | MICHAEL AND KRISTA MCINTYRE | | | Check Sequence: 19 | ACH Enabled: False |
| | | Refund Check 010207-000, 9527 RIVERSIDE I | 427.84 | 11/13/2026 | 320-00-0000-201-00 | |
| | | Check Total: | 427.84 | | | |
| Vendor: | MIDWEST | Midwest Tape LLC | | | Check Sequence: 20 | ACH Enabled: False |
| 509591346 | | Media | 72.72 | 11/13/2026 | 100-48-0000-800-00 | |
| 509624083 | | Media | 98.97 | 11/13/2026 | 100-48-0000-800-00 | |
| 509639572 | | Oct 2026 digital media | 567.23 | 11/13/2026 | 100-48-0000-700-01 | |
| | | Check Total: | 738.92 | | | |
| Vendor: | MONTGO | Robert Montgomery | | | Check Sequence: 21 | ACH Enabled: False |
| 11042026 | | Clothing Refund | 200.00 | 11/13/2026 | 300-80-0081-469-00 | |
| | | Check Total: | 200.00 | | | |
| Vendor: | 29400 | Norco Inc | | | Check Sequence: 22 | ACH Enabled: False |
| 2558 | | sweatshirts | 210.72 | 11/13/2026 | 320-80-0085-469-00 | |
| 2558 | | sweatshirts | 210.72 | 11/13/2026 | 100-80-0050-469-00 | |
| 2558 | | sweatshirts | 368.76 | 11/13/2026 | 320-80-0082-469-00 | |
| 2558 | | sweatshirts | 368.76 | 11/13/2026 | 300-80-0081-469-00 | |
| | | Check Total: | 1,158.96 | | | |
| Vendor: | ORION | Orion Integration Group | | | Check Sequence: 23 | ACH Enabled: False |
| 59211 | | GCPD - SmartNet | 563.50 | 11/13/2026 | 100-52-0000-612-00 | |
| | | Check Total: | 563.50 | | | |
| Vendor: | 30150 | Oxarc Inc | | | Check Sequence: 24 | ACH Enabled: False |

| Invoice No | | Description | Amount | Payment Date | Acct Number | Reference |
|---|---|---|---|---|---|---|
| 32687338 | | Well supplies | 3,490.86 | 11/13/2026 | 300-80-0081-568-00 | |
| | | Check Total: | 3,490.86 | | | |
| Vendor: | UB*04360 | DEANNE PIRNIE | | | Check Sequence: 25 | ACH Enabled: False |
| | | Refund Check 027825-000, 8897 W HEPBURN | 24.79 | 11/13/2026 | 320-00-0000-201-00 | |
| | | Check Total: | 24.79 | | | |
| Vendor: | PLAPRO | Playaway Products | | | Check Sequence: 26 | ACH Enabled: False |
| 554228 | | Media | 74.99 | 11/13/2026 | 100-48-0000-800-00 | |
| 554279 | | Media | 99.98 | 11/13/2026 | 100-48-0000-800-00 | |
| 554362 | | Media | 24.99 | 11/13/2026 | 100-48-0000-800-00 | |
| | | Check Total: | 199.96 | | | |
| Vendor: | PSHRA | PSHRA Idaho | | | Check Sequence: 27 | ACH Enabled: False |
| 2026 | | (2) PSHRA conference registrations | 150.00 | 11/13/2026 | 100-49-0000-644-00 | |
| | | Check Total: | 150.00 | | | |
| Vendor: | 12400 | Quick & Clean Dry Cleaning | | | Check Sequence: 28 | ACH Enabled: False |
| 28764 | | Oct 2026 dry cleaning | 512.41 | 11/13/2026 | 100-45-0000-470-00 | |
| | | Check Total: | 512.41 | | | |
| Vendor: | UB*04358 | RIVER CLUB BOISE LLC | | | Check Sequence: 29 | ACH Enabled: False |
| | | Refund Check 010221-000, 6300 N FAIR OAKS | 52.82 | 11/13/2026 | 320-00-0000-201-00 | |
| | | Check Total: | 52.82 | | | |
| Vendor: | UB*04359 | MATTHEW ROBERTS | | | Check Sequence: 30 | ACH Enabled: False |
| | | Refund Check 028022-000, 5987 N FERRIS LN | 68.10 | 11/13/2026 | 320-00-0000-201-00 | |
| | | Check Total: | 68.10 | | | |
| Vendor: | SAFBUI | SAFEbuilt LLC Lockbox #88135 | | | Check Sequence: 31 | ACH Enabled: False |
| 4876811 | | Oct 2026 inpsections | 7,727.50 | 11/13/2026 | 200-80-0084-619-09 | |
| 4917822 | | Oct 2026 inpsections | 6,303.53 | 11/13/2026 | 200-80-0084-619-09 | |
| | | Check Total: | 14,031.03 | | | |
| Vendor: | SIGNSFIT | Signs and Design 2 Fit | | | Check Sequence: 32 | ACH Enabled: False |
| 22588 | | Holiday closure sign | 55.00 | 11/13/2026 | 100-48-0000-640-00 | |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|---|---|---|---|---|---|
| | Check Total: | 55.00 | | | |
| Vendor: 35850 | Signs Ink LLC | | | Check Sequence: 33 | ACH Enabled: False |
| Z4821 | Kissler Park Sign | 143.00 | 11/13/2026 | 100-80-0050-560-00 | |
| | Check Total: | 143.00 | | | |
| Vendor: UB*04361 | BARRY STERN | | | Check Sequence: 34 | ACH Enabled: False |
| | Refund Check 007232-000, 4854 LAKEVIEW I | 160.84 | 11/13/2026 | 320-00-0000-201-00 | |
| | Check Total: | 160.84 | | | |
| Vendor: 40950 | United Oil Co | | | Check Sequence: 35 | ACH Enabled: False |
| CL22619 | 10/15 - 10/31/226 Fuel | 4,716.03 | 11/13/2026 | 100-45-0000-540-00 | |
| CL22619 | 10/15 - 10/31/226 Fuel | 68.17 | 11/13/2026 | 100-45-0047-540-00 | |
| | Check Total: | 4,784.20 | | | |
| Vendor: VALVOL | Valvoline Instant Oil Change | | | Check Sequence: 36 | ACH Enabled: False |
| 61874 | Oil change | 103.55 | 11/13/2026 | 100-45-0000-565-00 | |
| 61875 | Oil change | 103.55 | 11/13/2026 | 100-45-0000-565-00 | |
| | Check Total: | 207.10 | | | |
| Vendor: WESTHEA | Western Heating & Air Conditioning, LLC | | | Check Sequence: 37 | ACH Enabled: False |
| 501402158 | Call out | 319.18 | 11/13/2026 | 100-80-0044-561-00 | |
| | Check Total: | 319.18 | | | |
| Vendor: ZENUSA | Zenner USA Inc | | | Check Sequence: 38 | ACH Enabled: False |
| 0117130 | Meters | 8,398.46 | 11/13/2026 | 300-80-0081-568-00 | |
| | Check Total: | 8,398.46 | | | |
| | Total for Check Run: | 54,786.62 | | | |
| | Total of Number of Checks: | 38 | | | |

# Accounts Payable

## Computer Check Proof List by Vendor

User: hhugg
Printed: 11/16/2026 - 10:40AM
Batch: 00720.11.2026

| Invoice No | | Description | Amount | Payment Date | Acct Number | Reference |
|---|---|---|---|---|---|---|
| Vendor: | UB*04368 | MCKENNA ACKLEY | | | Check Sequence: 1 | ACH Enabled: False |
| | | Refund Check 025211-000, 6132 N BROOK PL | 236.12 | 11/20/2026 | 320-00-0000-201-00 | |
| | | Check Total: | 236.12 | | | |
| Vendor: | UB*04366 | DONALD AND TAMARA BEACH | | | Check Sequence: 2 | ACH Enabled: False |
| | | Refund Check 026900-000, 5959 N COBBLER | 20.11 | 11/20/2026 | 320-00-0000-201-00 | |
| | | Check Total: | 20.11 | | | |
| Vendor: | CENENG | Centurion Engineers Inc. | | | Check Sequence: 3 | ACH Enabled: False |
| 10764 | | FEMA LOMR engineering | 831.25 | 11/20/2026 | 100-80-0050-560-02 | |
| 10765 | | Heron Park sidewalk engineering | 225.00 | 11/20/2026 | 100-80-0050-560-03 | |
| 10766 | | E 32nd - 35th engineering | 1,042.50 | 11/20/2026 | 330-80-0082-805-02 | |
| 10767 | | Oct 2026 engineering | 3,150.00 | 11/20/2026 | 220-80-0083-619-00 | |
| 10768 | | Oct 2026 engineering | 700.00 | 11/20/2026 | 300-80-0081-619-00 | |
| 10768 | | Oct 2026 engineering | 350.00 | 11/20/2026 | 220-80-0083-619-00 | |
| | | Check Total: | 6,298.75 | | | |
| Vendor: | 11500 | Colonial Life Insurance Co | | | Check Sequence: 4 | ACH Enabled: False |
| E9545658 11/26 | | Nov 2026 premiums | 317.43 | 11/20/2026 | 100-00-0000-202-25 | |
| | | Check Total: | 317.43 | | | |
| Vendor: | UB*04365 | MICHAEL CONRAD | | | Check Sequence: 5 | ACH Enabled: False |
| | | Refund Check 021702-000, 7944 MANASSAS | 97.93 | 11/20/2026 | 320-00-0000-201-00 | |
| | | Check Total: | 97.93 | | | |
| Vendor: | 13300 | D & B Supply | | | Check Sequence: 6 | ACH Enabled: False |
| 7110 | | Batteries/Charger | 549.98 | 11/20/2026 | 100-45-0000-500-00 | |
| | | Check Total: | 549.98 | | | |

| Invoice No | | Description | Amount | Payment Date | Acct Number | Reference |
|---|---|---|---|---|---|---|
| Vendor: | DRUGFRE | Drugfree Idaho, Inc. | | | Check Sequence: 7 | ACH Enabled: False |
| 12680 | | Oct 2026 testing | 59.00 | 11/20/2026 | 100-41-0000-619-00 | |
| | | Check Total: | 59.00 | | | |
| Vendor: | UB*04364 | KEVAN ENGMAN | | | Check Sequence: 8 | ACH Enabled: False |
| | | Refund Check 022297-000, 8394 WILLOWPAI | 158.15 | 11/20/2026 | 320-00-0000-201-00 | |
| | | Check Total: | 158.15 | | | |
| Vendor: | FAULKNE | Tysend Faulkner | | | Check Sequence: 9 | ACH Enabled: False |
| Reimburse | | K9/SWAT training | 151.02 | 11/20/2026 | 100-45-0000-642-00 | |
| | | Check Total: | 151.02 | | | |
| Vendor: | 17265 | Fishers Document Systems, Inc. | | | Check Sequence: 10 | ACH Enabled: False |
| 1751591 | | Nov 2026 copies | 25.61 | 11/20/2026 | 200-80-0084-581-00 | |
| 1751591 | | Nov 2026 copies | 25.61 | 11/20/2026 | 220-80-0083-581-00 | |
| 1751592 | | Nov 2026 copies | 102.77 | 11/20/2026 | 100-45-0000-581-00 | |
| | | Check Total: | 153.99 | | | |
| Vendor: | GPS | Gills Point S Corporate | | | Check Sequence: 11 | ACH Enabled: False |
| 893284 | | U221 oil change | 81.31 | 11/20/2026 | 100-45-0000-565-00 | |
| 895551 | | U200 battery | 259.99 | 11/20/2026 | 100-45-0000-565-00 | |
| | | Check Total: | 341.30 | | | |
| Vendor: | UB*04369 | KIM GROVES | | | Check Sequence: 12 | ACH Enabled: False |
| | | Refund Check 006024-002, 4629 FENTON ST | 64.43 | 11/20/2026 | 320-00-0000-201-00 | |
| | | Check Total: | 64.43 | | | |
| Vendor: | HAYNIE | Robbie Haynie | | | Check Sequence: 13 | ACH Enabled: False |
| Per Diem | | WA travel per diem | 170.00 | 11/20/2026 | 100-45-0000-642-00 | |
| | | Check Total: | 170.00 | | | |
| Vendor: | 22850 | Ingram Library Service | | | Check Sequence: 14 | ACH Enabled: False |
| 30272780 | | Books | 72.00 | 11/20/2026 | 100-48-0000-700-02 | |
| 30686659 | | Books | 20.24 | 11/20/2026 | 100-48-0000-800-00 | |
| 30686660 | | Books | 20.24 | 11/20/2026 | 100-48-0000-800-00 | |
| 30686661 | | Books | 18.62 | 11/20/2026 | 100-48-0000-800-00 | |
| 30686662 | | Books | 18.96 | 11/20/2026 | 100-48-0000-800-00 | |
| 30686663 | | Books | 12.83 | 11/20/2026 | 100-48-0000-800-00 | |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|---|---|---|---|---|---|
| 30686664 | Books | 12.18 | 11/20/2026 | 100-48-0000-800-00 | |
| 30686665 | Books | 26.45 | 11/20/2026 | 100-48-0000-800-00 | |
| 30686666 | Books | 53.69 | 11/20/2026 | 100-48-0000-800-00 | |
| 30686667 | Books | 21.31 | 11/20/2026 | 100-48-0000-800-00 | |
| 30686669 | Books | 12.85 | 11/20/2026 | 100-48-0000-800-00 | |
| 30813904 | Books | 21.00 | 11/20/2026 | 100-48-0000-800-00 | |
| 30818857 | Books | 35.10 | 11/20/2026 | 100-48-0000-800-00 | |
| 30818858 | Books | 13.09 | 11/20/2026 | 100-48-0000-800-00 | |
| 30818859 | Books | 26.85 | 11/20/2026 | 100-48-0000-800-00 | |
| 30818860 | Books | 20.06 | 11/20/2026 | 100-48-0000-800-00 | |
| 30818861 | Books | 11.14 | 11/20/2026 | 100-48-0000-800-00 | |
| 30818862 | Books | 18.40 | 11/20/2026 | 100-48-0000-800-00 | |
| 30818863 | Books | 27.89 | 11/20/2026 | 100-48-0000-800-00 | |
| 30818864 | Books | 107.55 | 11/20/2026 | 100-48-0000-800-00 | |
| 30818865 | Books | 11.56 | 11/20/2026 | 100-48-0000-800-00 | |
| 30818866 | Books | 12.54 | 11/20/2026 | 100-48-0000-800-00 | |
| 30818867 | Books | 13.27 | 11/20/2026 | 100-48-0000-800-00 | |
| 30818868 | Books | 14.45 | 11/20/2026 | 100-48-0000-800-00 | |
| 30818869 | Books | 14.45 | 11/20/2026 | 100-48-0000-800-00 | |
| 30818870 | Books | 33.47 | 11/20/2026 | 100-48-0000-800-00 | |
| 30818871 | Books | 11.15 | 11/20/2026 | 100-48-0000-800-00 | |
| 30818872 | Books | 10.53 | 11/20/2026 | 100-48-0000-800-00 | |
| 30818873 | Books | 26.58 | 11/20/2026 | 100-48-0000-800-00 | |
| 30818874 | Books | 13.33 | 11/20/2026 | 100-48-0000-800-00 | |
| | Check Total: | 731.78 | | | |
| Vendor: LUMEN | Lumen - Level 3 Communications | | | Check Sequence: 15 | ACH Enabled: False |
| 808247291 | Nov 2026 Internet | 507.89 | 11/20/2026 | 100-48-0000-710-00 | |
| | Check Total: | 507.89 | | | |
| Vendor: MIDWEST | Midwest Tape LLC | | | Check Sequence: 16 | ACH Enabled: False |
| 509653411 | Media | 192.67 | 11/20/2026 | 100-48-0000-800-00 | |
| | Check Total: | 192.67 | | | |
| Vendor: ORION | Orion Integration Group | | | Check Sequence: 17 | ACH Enabled: False |
| 59229 | PD cloud backup | 100.00 | 11/20/2026 | 100-52-0000-612-00 | |
| 59230 | PD backup device | 150.00 | 11/20/2026 | 100-52-0000-612-00 | |
| 59231MSA | Nov 2026 service agreement | 7,655.23 | 11/20/2026 | 100-52-0000-612-00 | |
| 59232 | Office 365 | 92.25 | 11/20/2026 | 300-80-0081-612-00 | |
| 59232 | Office 365 | 92.24 | 11/20/2026 | 320-80-0082-612-00 | |

| Invoice No | | Description | Amount | Payment Date | Acct Number | Reference |
|---|---|---|---|---|---|---|
| 59233 | | Office 365 | 101.95 | 11/20/2026 | 200-80-0084-612-00 | |
| 59233 | | Office 365 | 611.62 | 11/20/2026 | 100-52-0000-612-00 | |
| | | Check Total: | 8,803.29 | | | |
| Vendor: | PLAPRO | Playaway Products | | | Check Sequence: 18 | ACH Enabled: False |
| 555096 | | Media | 81.19 | 11/20/2026 | 100-48-0000-800-00 | |
| 555387 | | Media | 287.25 | 11/20/2026 | 100-48-0000-800-00 | |
| | | Check Total: | 368.44 | | | |
| Vendor: | UB*04367 | SANDRA SMITH | | | Check Sequence: 19 | ACH Enabled: False |
| | | Refund Check 009890-000, 9001 W DUCK LAI | 255.18 | 11/20/2026 | 320-00-0000-201-00 | |
| | | Check Total: | 255.18 | | | |
| Vendor: | 36700 | SpringbrookHolding Company LLC | | | Check Sequence: 20 | ACH Enabled: False |
| 25533 | | Oct 2026 web payment fee | 2,539.00 | 11/20/2026 | 100-51-0000-612-00 | |
| | | Check Total: | 2,539.00 | | | |
| Vendor: | SYRNET | Syringa Networks LLC | | | Check Sequence: 21 | ACH Enabled: False |
| SMI-011946 | | Nov 2026 Phone service | 669.72 | 11/20/2026 | 300-80-0081-770-00 | |
| SMI-011946 | | Nov 2026 Phone service | 169.71 | 11/20/2026 | 320-80-0082-770-00 | |
| SMI-011946 | | Nov 2026 Phone service | 1,436.20 | 11/20/2026 | 100-41-0000-770-00 | |
| SMI-011946 | | Nov 2026 Phone service | 1,933.48 | 11/20/2026 | 100-45-0000-770-00 | |
| | | Check Total: | 4,209.11 | | | |
| Vendor: | THOCRI | Thomas Klise/Crimson Multimedia | | | Check Sequence: 22 | ACH Enabled: False |
| 33183 | | Media | 214.34 | 11/20/2026 | 100-48-0000-700-01 | |
| | | Check Total: | 214.34 | | | |
| Vendor: | 40250 | Treasure Valley Partnership | | | Check Sequence: 23 | ACH Enabled: False |
| FY2027 | | FY2026 Dues | 1,232.00 | 11/20/2026 | 100-41-0000-643-00 | |
| | | Check Total: | 1,232.00 | | | |
| Vendor: | 40750 | Unique Management Services Inc | | | Check Sequence: 24 | ACH Enabled: False |
| 6167361 | | Oct 2026 collections | 88.65 | 11/20/2026 | 100-48-0000-631-00 | |
| | | Check Total: | 88.65 | | | |
| Vendor: | 40511 | US Bank Card | | | Check Sequence: 25 | ACH Enabled: False |

| Invoice No | | Description | Amount | Payment Date | Acct Number | Reference |
|---|---|---|---|---|---|---|
| 8593 | | Program Supplies | 384.14 | 11/20/2026 | 100-48-0000-700-02 | |
| 8593 | | Program Supplies | 360.60 | 11/20/2026 | 100-48-0000-502-00 | |
| 8593 | | Program Supplies | 46.42 | 11/20/2026 | 100-48-0000-531-00 | |
| 8593 | | Supplies | 139.59 | 11/20/2026 | 100-48-0000-500-00 | |
| 8593 | | Computer services | 16.80 | 11/20/2026 | 100-48-0000-612-00 | |
| 8593 | | Media | 1,140.63 | 11/20/2026 | 100-48-0000-700-01 | |
| 8593 | | Books | 1,034.02 | 11/20/2026 | 100-48-0000-800-00 | |
| 8593 | | Bells Bus Repair | 813.70 | 11/20/2026 | 100-48-0055-581-00 | |
| 8593 | | Supplies | 27.73 | 11/20/2026 | 100-48-0055-500-00 | |
| 8593 | | Books | 288.06 | 11/20/2026 | 100-48-0055-800-00 | |
| | | Check Total: | 4,251.69 | | | |
| Vendor: | 40513 | US Bank Card | | | Check Sequence: 26 | ACH Enabled: False |
| 0567 | | NBI subscription | 99.00 | 11/20/2026 | 100-49-0000-644-00 | |
| 0567 | | Redaction software | 21.19 | 11/20/2026 | 100-49-0000-500-00 | |
| 0682 | | FundHero subscription | 81.49 | 11/20/2026 | 100-41-0000-500-00 | |
| 0682 | | Christmas luncheon | 661.76 | 11/20/2026 | 100-41-0000-490-00 | |
| 0682 | | Christmas luncheon | 26.45 | 11/20/2026 | 100-41-0000-525-01 | |
| 0682 | | Oct 2026 recycling | 6.81 | 11/20/2026 | 300-80-0081-771-01 | |
| 0682 | | Oct 2026 recycling | 6.80 | 11/20/2026 | 320-80-0082-771-01 | |
| 1390 | | Supplies | 180.66 | 11/20/2026 | 100-41-0000-500-00 | |
| 1390 | | Supplies | 42.51 | 11/20/2026 | 200-80-0084-500-00 | |
| 1390 | | Supplies | 85.47 | 11/20/2026 | 100-51-0000-500-00 | |
| 1390 | | Meetings | 99.50 | 11/20/2026 | 100-41-0000-642-00 | |
| 1390 | | Volunteer Gifts | 420.00 | 11/20/2026 | 100-41-0000-490-00 | |
| 8102 | | Volunteer Gifts | 300.00 | 11/20/2026 | 100-41-0000-490-00 | |
| | | Check Total: | 2,031.64 | | | |
| Vendor: | VALVOL | Valvoline Instant Oil Change | | | Check Sequence: 27 | ACH Enabled: False |
| 62141 | | U243 oil change | 103.55 | 11/20/2026 | 100-45-0000-565-00 | |
| | | Check Total: | 103.55 | | | |
| Vendor: | WESTEX | Western Exterminator Company | | | Check Sequence: 28 | ACH Enabled: False |
| 104984495 | | Bi-monthly pest control | 204.22 | 11/20/2026 | 100-45-0000-561-00 | |
| | | Check Total: | 204.22 | | | |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|---|---|---|---|---|---|
| | Total for Check Run: | 34,351.66 | | | |
| | Total of Number of Checks: | 28 | | | |

DEVELOPMENT SERVICES DEPARTMENT

6015 Glenwood Street  Garden City, Idaho 83714
Phone 208/472-2921  Fax 208/472-2996
www.gardencityidaho.govoffice

**To:** Mayor and City Council
**From:** Jenah Thornborrow, Development Services Director
**Subject:** City Council Review
**Date:** For November 23, 2026, Meeting

**REQUESTED ACTION**
This memorandum is to provide the City Council with an accounting of the decisions that have occurred since the last regularly scheduled City Council meeting that qualify to be considered for a Council Initiated Review.

**BACKGROUND**
Per 8-6A-7. A , a Council Initiated Review, may be taken when an appeal has not been filed, provided that, in a public meeting, the City Council determines that the decision may result in significant adverse impact to the City, thereby rendering the City affected or aggrieved by the decision. If the Council requests a review, the review shall be processed and noticed to be heard at a subsequent City Council meeting. The City Council will then have the ability for a free review of the closed record.

If the City Council does not wish to review the application, no action is necessary. In this instance the decision will be final unless appealed. If the decision is appealed the appeal will be heard by the City Council.

**SUMMARY OF DECISIONS**
Below is a summary of the items for which a final action has occurred (pending appeal). The files are located at: 2026 Applications. The files include the record materials and decisions.

**Planning and Zoning Commission Decisions**
**CUPFY2026-0014:** Conditional Use Permit for a Multi-Use Pedestrian Bridge located across the Boise River from Bernadine Quinn Riverside Park in Boise to the Riverside Hotel located at 2900 W. Chinden Blvd

**CUPFY2026-0013:** Conditional Use Permit for a Vehicle Services Use at 200 E. 37th St. Building 202 Unit #9

**To:** Mayor and City Council
**From:** Development Services Department
**Subject:** Department Status Report
**Date:** For November 23, 2026, Council Meeting

# Month of October 2026

## Transportation

### Active Projects:

- State Street: Glenwood to 27th Street: Monthly design meetings in progress
- Marigold Design: In design
- Adams Street: At 95% design
- Pierce Park/ State Street updates (linked)
- Glenwood sidewalk Bridge to Riverside Drive west side: On hold until est. 2028 to accommodate the accompanying ITD projects.
- TMP: In process of drafting the plan.

## Quasi-Judicial Activity

Planning and Zoning Commission- Minutes: Link

## Budget Review

| Revenue | FY2017 ACTUAL | FY2018 ACTUAL | FY2019 ACTUAL | FY2020 ACTUAL | FY2021 ACTUAL | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 ACTUAL | FY2027 Y-T-D THRU 10/31/2026 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Total | 550,128 | 636,744 | 500,918 | 689,783 | 1,134,980 | 1,012,098 | 1,384,609 | 967,353 | 720,373 | 864,642 | 144,166 |

| Expenses | FY2017 ACTUAL | FY2018 ACTUAL | FY2019 ACTUAL | FY2020 ACTUAL | FY2021 ACTUAL | FY2022 ACTUAL | FY2023 ACTUAL | FY2024 ACTUAL | FY2025 ACTUAL | FY2026 ACTUAL | FY2027 Y-T-D THRU 10/31/2026 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Total | 432,789 | 541,459 | 518,010 | 588,981 | 856,590 | 981,815 | 1,118,838 | 1,074,311 | 1,004,279 | 916,765 | 71,003 |

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Net Effect on Fund Balance** | 117,339 | 95,285 | -17,092 | 100,802 | 278,390 | 30,283 | 265,771 | -106,958 | -283,906 | -52,122 | 73,163 |
| **Fund Balance** | **155,294** | **250,579** | **233,487** | **334,289** | **612,679** | **642,962** | **908,733** | **801,775** | **517,869** | **465,747** | **-72,966** |

**North Ada County Fire & Rescue District** - Garden City reporting

Reviews: 1

Plan Mods:0

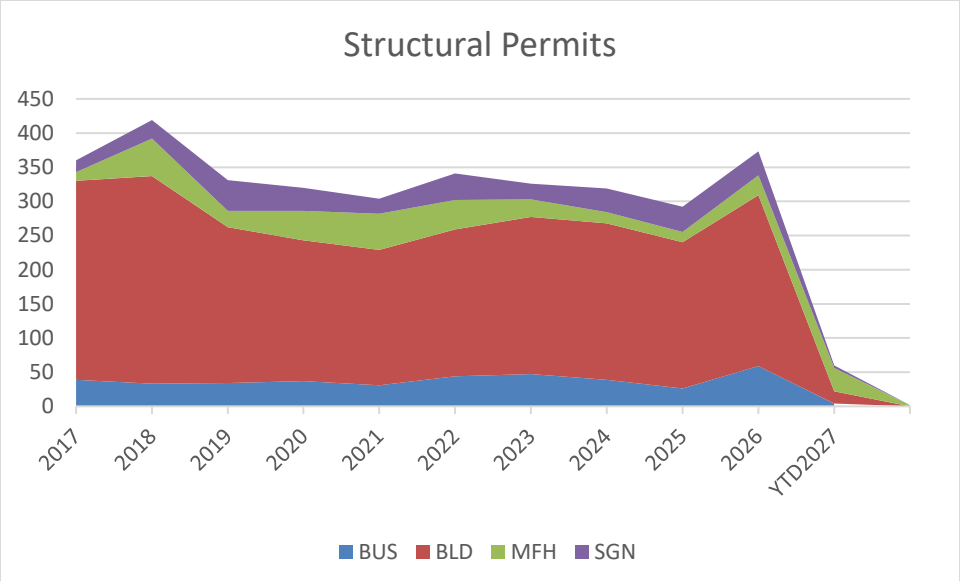
Issued Permits: 0

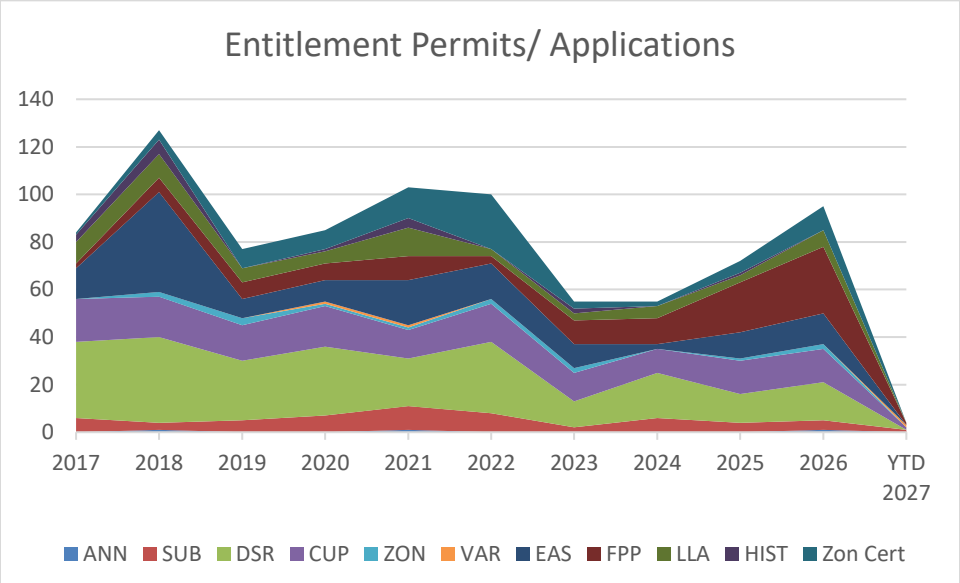
Applications Finalized: 2

Inspections: 12

## Permit/Application Activity

| Type of Permit | Filing Acronym | Average 2017-2026 | YTD 2027 |
|---|---|---|---|
| Business Compliance | BUS | 39 | 4 |
| Building | BLD | 237 | 18 |
| Manufactured Homes | MFH | 34 | 2 |
| Sign | SGN | 31 | 4 |
| Annexation (or de-annexation) | ANN | 0 | 0 |
| Subdivision | SUB | 6 | 1 |
| Design Review | DSR | 23 | 0 |
| Conditional Use Permit | CUP | 15 | 1 |
| Map Rezone | ZON | 1 | 0 |
| Variance | VAR | 0 | 1 |
| Easement or Easement Vacation | EAS | 14 | 0 |
| Floodplain | FPP | 11 | 1 |
| Lot Line Adjustment | LLA | 6 | 0 |
| Grandfather Use Analysis | HIST | 2 | 0 |
| Zoning Certificate of Compliance | ZON CERT | 8 | 0 |
| Public Works Permit | PWU | 18 | 2 |
| Ability to Serve | ATS | 19 | 5 |




**Active Subdivisions**:

In Review

- SUBFY2026-0002 Stonewater- Single-family, 48 units, 311 E. 38th Street
- SUBFY2026-0003 Siberian Elm- Single- family 3 lots, 216 E. 43rd Street
- SUBFY2027-0001 JJ Commons Single-family 5 lots, 3947 N Zinnia

Final Plat Approved (the City Council has approved an application for final plat; however, construction has not begun)

- The Strand (formerly Carre Sol and ½ of Shavasana): 35th / Carr Streets –6 lots, 1 common lot residential townhome subdivision

- Edgemere- Single Family, 10 lots, 1 common at 219 E. 44th Street
- Petra Point- Single family, 8 buildable lots
- Reese Townhomes- 28 residential lots and 4 common lots: 04 W. 36th St., 203 & 205 W. 37th St.
- Amigos- 11 townhome and 1 common lot residential subdivision at 3933 & 3921 Adams St
- Riverview Villas- 14 lots consisting of 12 Single Family; and 2- live work units at 606 E 43rd.
- Honick Townhomes – Single Family, 6 lots, 0 common lot
- Zhanna– Single Family, 9 lots, 1 common lot at 313 E. 48th Street
- Elle Estates- Single family, 14 lots, 1 common lot
- Pointe Pierce Villas - 12 residential lot and 1 common lot subdivision
- Carolyn Circle - Single family, 12 lots
- Pineda - Single family, 2 lots
- Torne Flats Townhomes - Single Family, 12 lots, 1 common lot

In Construction (final plat has been approved and subdivision construction plans have been approved)

- Stateside Subdivision (River Club Townhomes) - 134 single-family with 6 common lots at 6515 West State Street
- Quad Six - 9 single family residential lots (initially approved for 7 units)
- Chandler's Place - 12 residential units
- Coffey Townhomes - Single family, 82 lots
- Glass Island View: Plantation – Single Family, 3 lots
- River Path Subdivision – Single Family, 23 lots, 3 common lots
- Riverpoint - 49th Street – Single Family, 8 buildable residential, 1 common lot
- Casino Beach Sub: 34th Street – Residential and Commercial, 26 lots, 6 common lots
- Life Tree Village – Single Family, 5 residential, 1 common lot
- Forty Fifth Street – Condos/Townhouses, 15 lots, 5 common lot
- Shindig Subdivision- 95 residential lots -the division of the State Street Townhomes (fully constructed)
- Creation Row - Allworth- 31 buildable residential lots
- Mod Court - Single family, 24 lots

GARDEN CITY
PUBLIC LIBRARY

# October FY27 Library Staff Report

## Highlights

- Computer lab monitors were replaced. Two were damaged in shipping.
- Mariana and Tammy started in PSI evening/weekend positions
- Allison resigned from PSI floater position
- Moving staff offices and schedules in preparation for material handling system
- Once we approve the vendors drawings, the material handling system will go into production with a proposed install date of March
- Family Reads starts in November
- The internet was down for a full day in Oct due to a line cut
- Annual reports run in October. The library saw 17K increase in circulation
- Carpets cleaned
- Annual evaluations conducted
- Friends donated $32K to the library for FY27, $5K more than expected
- Foundation approved a $7K increase to the material handling system project
- Twenty-two large boxes of new books were processed for patrons in October.

## Programs

Tunes & Tales – 33, 35, 37, 32, 24
Preschool STEAM – 20, 16, 18, 35
Nature Journaling – 10, 9, 8, 7
Kindergarten Ready – 26, 24, 22, 18
My 1st Books – 67, 66, 66, 32, 40
Bingo – 13
Family Advocate Trunk or Treat

Book Club – 10
Youth Chess – 8, 7, 9, 12
Sound Bath – 39, 36
Legal Clinic – 11, 9
Lego Club – 16
Pierce Park Carnival – 121
Hawks Trunk or Treat

Music & Movement – 31, 4,0 38, 32
Qigong – 16, 20, 17, 14
Puppet Show – 77
Watercolor Reception – 43
Halloween Spooktacular – 118
Not-so-Spooky Storytime – 65
Passive Program – 325

Fit & Fall Proof – 28, 22, 28, 29, 33, 33, 33, 35, 36, 36, 28, 30, 33, 25, 32, 34, 25, 29

## Month Statistics

| | October FY27 | October FY26 |
|---|---|---|
| New Cards Issued | 83 | 71 |
| Visitors | | |
| Door Count | 12,189 | 12,042 |
| Bells Count | 2,102 | 2,022 |
| Circulation | | |
| Physical | 15,280 | 15,555 |
| Digital | 4,628 | 4,453 |
| Bells | 811 | 698 |

| | | |
|---|---|---|
| Holds Locker | 2 | 36 |
| Programs | | |
| Count | 63 | 65 |
| Attendance | 1,998 | 1,960 |
| Computer Use | | |
| Lab | 862 | 769 |
| In-house laptops | 2 | 15 |
| Bells iPads | 19 | 19 |
| Wi-Fi (estimated quarterly) | 2,776 | 2,772 |

**GARDEN CITY POLICE DEPARTMENT**
Tyler Domeny - Chief of Police
Leon Dennis - Patrol Division Commander
Jim O'Gorman - Administrative Division Commander

301 EAST 50TH STREET GARDEN CITY,
IDAHO 83714

TELEPHONE 208-472-2950
FAX 208-472-2997

**To:** **Mayor and City Council**
**From:** **Tyler Domeny**
**Subject:** **Departmental Monthly Status Report – September 2026**
**Date:** **November 16, 2026**

**Patrol Update/Stats**

| PERFORMANCE MEASURE-2026 | October |
|---|---|
| Total Citations Written | 356 |
| Moving Citations (ALL) | 175 |
| Non-Moving Cites (ALL) | 181 |
| Moving Citations (STEP) | 64 |
| Warnings-written | 132 |
| Non-Injury Accident | 24 |
| Injury Accidents | 6 |
| Alcohol Related Accidents | 1 |
| Fatality Accidents | 0 |
| Inattentive Driving | 2 |
| Failure to Yield | 31 |
| Following too Close | 5 |
| Seat Belt Cites | 1 |
| Child Restraint Cites | 0 |
| DUI Arrests | 8 |
| Arrest Charges | 65 |
| False Alarms | 2 |
| Total DR's pulled | 186 |

**K9 UNIT:**
Combined training hours: **25.8 hours**
Deployments **3 Detection**

**Patrol Division (notable arrests/calls):**

| | | |
|---|---|---|
| 10/1 | Probation and Parole assist | Proactive patrol led to traffic stop. Driver was found to be on probation, and non compliant. Arrested and transported for P&P. |
| 10/2 | DUI arrest | Proactive patrol led to traffic stop. Driver was found to be impaired, and arrested. |
| 10/2 | Malicious Injury to Property | In the early morning hours an adult male removed artwork from inside a business and intentionally damaged it. Damage was in excess of $1,000.00. Suspect located and arrested. |
| 10/2 | DUI arrest/Concealed Weapon Under the Influence | During a call for service an adult male was arrested for DUI. During the investigation a concealed handgun was located on his person. Arrested for both charges. |
| 10/4 | Controlled Substance – Under Influence in Public | Officers responding to a call for service identified the person involved and ultimately arrested him for being under the influence of a controlled substance in public. |
| 10/7 | DUI arrest | Proactive patrol identified a suspicious vehicle. Officers investigated and arrested the driver for DUI. |
| 10/9 | DUI arrest | While responding to a call for service officers located an adult female in a vehicle who was impaired. She was arrested. |
| 10/9 | DUI arrest | Officers responding to a report of an intoxicated driver, and located the involved vehicle. Driver was arrested for DUI. |
| 10/10 | Drug arrest (felony) | Proactive patrol led to traffic stop and discovery of suspected methamphetamine, marijuana, and drug paraphernalia. |
| 10/11 | DUI/resisting and obstructing arrest | Proactive patrol led to traffic stop for excessive speed. Driver attempted to walk away from contact, and |
| 10/12 | Trafficking in Methamphetamine/Possession with intent to deliver | Proactive patrol identified a bicycle violation. Rider was contacted and found to have an arrest warrant. Upon arrest trafficking amounts of suspected illegal drugs were found in a backpack worn by the suspect. |
| 10/14 | Drug arrest (felony) | Proactive patrol identified a parks violation. Suspect contacted and during the investigation suspected methamphetamine, marijuana, and drug paraphernalia were identified. |
| 10/15 | Fugitive arrest | Officers responded to a tip of a fugitive at a local motel. A parole fugitive was located and arrested without incident. |

| | | |
|---|---|---|
| 10/17 | Drug arrest (felony) Possession with Intent to Deliver | Proactive patrol identified a suspicious vehicle and led to traffic stop. One occupant of the vehicle was on felony probation, and it was discovered a drug transaction had taken place. Suspected methamphetamine and marijuana recovered and both occupants arrested. |
| 10/18 | DUI arrested/concealed weapon | Proactive patrol for a traffic violation led to DUI arrest. Arrestee was also in possession of a concealed handgun. |
| 10/25 | DUI arrest | Proactive patrol led to traffic stop and DUI arrest. |
| 10/30 | EMS assist | Officers responded to a code blue for a 2 year old child in a local business parking lot. Officers arrived and began CPR. Boise Fire/EMS arrived and took over care and transport to hospital. Investigation being handled by neighboring agency as family was driving through Garden City. |
| | | |

**Animal Control**

- Dogs taken into shelter 14
- Dogs surrendered to IHS 3
- Cats surrendered to IHS 22
- Citation issued 0
- Other 1 (rabbit)

**Total traffic contacts (patrol/STEP):**

519 traffic stops, 22 collisions

**Notable events:**

The Western Idaho Fair was August 21 through August 30th. During this time extra officers were working to help with the additional volume of vehicles and people in the city. Garden City received support from the Treasure Valley DUI Task Force on two concert nights.

On August 28th traffic was extremely heavy and congested. GCPD Officers made approximately 67 traffic stops during this event, with 29 citations and one DUI arrest.

**K9 UNIT:**

Combined training hours: **27 hours**

Deployments **17 Detection/1 Patrol**

# OCTOBER 2026 CIU MAJOR CASE UPDATE

**Current assigned cases**: 93

*This summary provides an account of significant Criminal Investigations Unit (CIU) activity for the month. Details are limited to protect victims, juveniles, witnesses, investigative methods, and the integrity of ongoing cases. Case descriptions reflect investigative status as of the reporting date and do not constitute final findings.*

**Child Abuse / Code Blue at Chinden and VMP:**
Detectives were initially tasked with investigating a possible code blue for a 1-year-old male. It was later determined that the family resides in Boise's jurisdiction but pulled over for help at the Chevron gas station. Detectives held the house, interviewed potential witnesses, and stayed at the hospital to assist the Boise Police Department until they could take over the investigation.

**Domestic Violence Report / Aggravated Battery:**
Detectives were assigned a Health and Welfare report that led to multiple unreported felonious crimes. It was later determined that some of the crimes occurred outside of Garden City and the report was forwarded to the responsible agency. Investigation is on-going.

**Abuse of a Vulnerable Adult on State Street:**
Detectives were tasked with investigating two separate reports of a care takers possibly abusing vulnerable adults. Two different reports were taken, and the reports were forwarded to the Ada County Prosecutor's Office for review.

**Domestic Battery / Malicious Injury to Property in the 5600 block of Millstream:**
Detectives were assigned a domestic batter report that also led to additional unreported criminal allegations including Malicious Injury to Property. The investigation is still on-going currently.

**Rape Report on W. 41st Street:**
Detectives are investigating a rape report. Investigation ongoing.

**Grand Theft on State Street:**
Detectives were tasked with investigating a grand theft report that occurred on State Street. The stolen amount is over $10,000. The investigation is still ongoing currently.

## Evidence Stats

2026
EVIDENCE STATS

| MONTH | # RECEIVED | # DISPOSED | RTO'D | PROSCUTOR REQ'S | CRIME SCENES | MISC NOTES |
|---|---|---|---|---|---|---|
| JAN | 103 | 146 | 24 | 54 | 0 | |
| FEB | 69 | 15 | 11 | 49 | 0 | POA TAX AUDIT, HOLIDAY |
| MAR | 68 | 61 | 8 | 48 | 0 | |
| APR | 85 | 41 | 10 | 66 | 0 | TRAINING HEATHER |
| MAY | 96 | 12 | 21 | 75 | 0 | FULL AUDIT/TRAINING HEATHER |
| JUN | 100 | 12 | 15 | 73 | 0 | |
| JUL | 91 | 7 | 13 | 76 | 2 | |
| AUG | 113 | 9 | 20 | 68 | 2 | |
| SEPT | 80 | 48 | 11 | 60 | 2 | |
| OCT | 76 | 9 | 7 | 60 | 0 | |
| NOV | | | | | | |
| DEC | | | | | | |
| TOTAL | 881 | 360 | 140 | 629 | 6 | |

# Garden City Monthly Status Report: Public Works

**To:** Mayor and City Council

**From**: Public Works

**Subject:** Monthly Report

**Date:** 11.4.2026

## October 2026

Water, Collections, Environmental, Parks/Facilities, IT, and Administration

**Current:**

1. **Staffing:** Looking to fill two (2) vacant Collections I positions. **Collections/Admin**

**Ongoing Concerns/Projects:**

1. **45th St water main replacement:** This project is currently at the end of design phase and should go out to bid in FY27. **Water/Admin**

2. **Well 14 (207 E. 38th St):** Production well drilling contractor has been selected with work beginning the first of January 2027. IDEQ grant funded and still on track. **Water/Admin**

**Current URA Projects:**

1. **32nd St.– 35th St. Sewer main and 33rd St Water main replacement:** Five (5) contractors have been selected as potential bidders on this project, and we will hold a pre-bid meeting with these contractors within the next two weeks. Project will then go out for official sealed bid. **Collections/Admin**

2. **40th St. and 41st St. Water main replacement:** Project is currently in final construction phase. **Water/Admin**

3. **Reed St. (38th–40th) Sewer replacement:** This project is currently in design phase and will most likely be a spring of FY27 project. **Collections**

4. **Heron Park sidewalk installation:** Plans are complete and will go out to bid soon. **Parks/Facilities**

5. **Well 15 (old well 4 location on 36th St.):** Engineering work has started. Phase one is drilling the test well which will take place later this year or early 2027. **Water/Admin**

6. **39th St. watermain, Kay St watermain and sewer main replacement:** Project engineering is currently underway. **Water/Sewer/Admin**

7. **Beaumont Park large playground replacement:** Playground equipment is 6-8 weeks out and installation may not take place until early spring unless the weather cooperates. **Parks/Facilities/Admin**

8. **Greenbelt replacement, 36th St. pedestrian bridge to Heron Park:** Final engineering details are under way after meeting with the Waterfront District home owners association with project expected to go out to bid this winter. **Parks/Facilities, Admin**

CITY OF GARDEN CITY
CITY TREASURY/CITY CLERK
6015 N. Glenwood Street, Garden City, Idaho 83714

DATE: November 23, 2026

TO: Mayor Jacobs and City Council

FROM: Lisa Leiby, City Treasurer/Clerk

RE: Financial Statement Summary through 10/31/2026

The attached financial statements represent the first month of fiscal year 2027. At this early stage in the year, the year-end projections are equal to the budgeted amount.

The only item that we currently know will be more than the budgeted revenue is the donation from the Friends of the Library. They were able to increase their donation by $5,000 for FY2027.

| Balance Sheet as of 10/31/2026 | | | | |
|---|---|---|---|---|
| **Assets** | **General Fund** | **Development Services Fund** | **Water/Sewer Fund** | **Sanitation Fund** |
| **Cash & Cash Equivalents** | | | | |
| Cash and Cash Equivalents | 5,409,243 | 667,126 | 11,711,594 | 11,264 |
| Cash and Cash Equivalents-FSA | 3,383 | | | |
| Petty Cash | 950 | | 100 | |
| **Total Cash & Cash Equivalents:** | **5,413,577** | **667,126** | **11,711,694** | **11,264** |
| **Receivables** | | | | |
| Property Taxes Receivable | 23,648 | | | |
| Service Charges Receivable | 0 | 25,040 | 914,175 | 269,318 |
| Interest Receivable | 57,827 | | | |
| Grants Receivable | 28,530 | | | |
| Due From Other Government Unit | 26,657 | | 10,907 | |
| Misc Receivable | (552) | | 2,113 | |
| **Total Receivables:** | **136,110** | **25,040** | **927,195** | **269,318** |
| **Prepaids** | | | | |
| Prepaid Expenses-Insurance | 122,552 | | | |
| Prepaid Service-Computer Maint | 12,539 | | 20,401 | |
| Prepaid Expenses-Postage | 371 | | | |
| **Total Prepaids:** | **135,462** | **0** | **20,401** | **0** |
| **Capital Assets** | | | | |
| Capital Assets net of Depreciation | | | **20,228,726** | |
| **Total Assets:** | **5,685,149** | **692,166** | **32,888,015** | **280,582** |
| **Liabilities** | **General Fund** | **Development Services Fund** | **Water/Sewer Fund** | **Sanitation Fund** |
| **Payables** | | | | |
| Accounts Payable-Vendor | 50,773 | 30,092 | 535,566 | 258,142 |
| Accounts Payable-Miscellaneous | 7,785 | | | |
| Account Payable-Unclaimed Prop | 3,796 | | | |
| Accounts Payable - Federal Tax | 62,168 | | | |
| Accounts Payable - State Tax | 27,629 | | | |
| Accounts Payable - PERSI | 68,854 | | | |
| Utility Deposits Payable | | | 53,807 | 6,598 |
| Wages Payable | | | | |
| Compensated Absences Payable | 58,860 | 268 | 185,085 | |
| Deferred Revenue Property Tax | 13,562 | | | |
| Deferred Revenue | 31,710 | 122,898 | | |
| Sales Tax Payable | 662 | | | |
| **Total Payables:** | **325,798** | **153,258** | **774,458** | **264,740** |
| **Fund Balance** | | | | |
| Fund Balance - Operating | **5,836,329** | **465,746** | **12,214,008** | **14,581** |
| Fund Balance - Capitalized Assets | | | **19,261,964** | |
| Net Effect of Revenue and Expenses | **(476,978)** | **73,163** | **352,585** | **1,261** |
| **Total Payables and Fund Balance:** | **5,685,149** | **692,166** | **32,603,015** | **280,582** |

## FY2027 YEAR END PROJECTED FUND BALANCE

| | General Fund | Special Revenue Funds | Enterprise Funds | |
|---|---|---|---|---|
| Beginning Fund Balance/Net Assets | 5,836,329 | 465,746 | 12,214,008 | 14,581 |
| Estimated Revenue | 12,696,143 | 326,000 | 12,949,926 | 3,149,048 |
| Estimated Expenses | 12,841,143 | 864,713 | 13,681,841 | 3,145,707 |
| Net Revenues<Expenses> | (145,000) | (538,713) | (731,915) | 3,341 |
| | | | | |
| Ending Fund Balance/Net Assets | 5,691,329 | (72,967) | 11,482,093 | 17,922 |

| GENEARL FUND SUMMARY STATEMENT OF REVENUES AND EXPENDITURES | FY2027 Budget | Y-T-D Thru 10/31/2026 | FY2027 Year End Estimate | FY2027 Year End Variance |
|---|---|---|---|---|
| **Mayor And Council** | | | | |
| Revenues-Operating | 9,761,050 | 228,794 | 9,761,050 | 0 |
| Personnel | 295,218 | 21,769 | 295,218 | 0 |
| Operations | 486,255 | 67,319 | 486,255 | 0 |
| **Law Enforcement** | | | | |
| Revenues-Operating | 229,950 | 16,392 | 229,950 | 0 |
| Personnel | 5,544,587 | 351,073 | 5,544,587 | 0 |
| Operations | 576,500 | 65,988 | 576,500 | 0 |
| Capital | 210,000 | 0 | 210,000 | 0 |
| **Code Enforcement/Animal Control** | | | | |
| Personnel | 106,220 | 6,059 | 106,220 | 0 |
| Operations | 73,550 | 6,100 | 73,550 | 0 |
| **Library** | | | | |
| Revenues-Operating | 279,764 | 52,847 | 284,764 | 5,000 |
| Personnel | 1,011,273 | 64,789 | 1,011,273 | 0 |
| Operations | 346,100 | 38,198 | 346,100 | 0 |
| **City Attorney-Prosecuting** | | | | |
| Personnel | 543,975 | 38,483 | 543,975 | 0 |
| Operations | 17,870 | 5,555 | 17,870 | 0 |
| **Treasury/Clerk** | | | | |
| Revenues-Operating | 374,000 | 28,820 | 374,000 | 0 |
| Personnel | 380,113 | 25,552 | 380,113 | 0 |
| Operations | 124,425 | 39,032 | 124,425 | 0 |
| **Information Technology** | | | | |
| Personnel | 216,396 | 14,757 | 216,396 | 0 |
| Operations | 182,400 | 12,524 | 182,400 | 0 |

| | FY2027 Budget | Y-T-D Thru 10/31/2026 | FY2027 Year End Estimate | FY2027 Year End Variance |
|---|---|---|---|---|
| **Parks/Facilities/Street Lights** | | | | |
| **Revenues-Operating** | **2,046,379** | **4,240** | **2,046,379** | **0** |
| **Personnel** | **189,732** | **12,716** | **189,732** | **0** |
| **Operations** | **2,536,529** | **38,159** | **2,536,529** | **0** |
| **TOTALS:** | | | | |
| **Revenue** | | | | |
| **Operations** | **12,691,143** | **331,094** | **12,696,143** | **5,000** |
| **Expenses** | | | | |
| **Personnel** | 8,287,514 | 535,198 | 8,287,514 | 0 |
| **Operations** | 4,343,629 | 272,874 | 4,343,629 | 0 |
| **Capital** | 210,000 | 0 | 210,000 | 0 |
| **Expense Total** | **12,841,143** | **808,072** | **12,841,143** | **0** |
| **Net Effect on Fund Balance** | **(150,000)** | **(476,978)** | **(145,000)** | |

| DEVELOPMENT SERVICES FUND SUMMARY STATEMENT OF REVENUES AND EXPENDITURES | | | | |
|---|---|---|---|---|
| | FY2027 Budget | Y-T-D Thru 10/31/2026 | FY2027 Year End Estimate | FY2027 Year End Variance |
| **Revenue** | | | | |
| **Operations** | **326,000** | **144,166** | **326,000** | **0** |
| **Expenses** | | | | |
| **Personnel** | 610,263 | 41,167 | 610,263 | 0 |
| **Operations** | 254,450 | 29,836 | 254,450 | 0 |
| **Expense Total** | **864,713** | **71,003** | **864,713** | **0** |
| **Net Effect on Fund Balance** | **(538,713)** | **73,163** | **(538,713)** | |

| WATER/SEWER FUND SUMMARY OF REVENUES AND EXPENDITURES | FY2027 Budget | Y-T-D Thru 10/31/2026 | FY2027 Year End Estimate | FY2027 Year End Variance |
|---|---|---|---|---|
| **Water** | | | | |
| Revenues-Operating/Capital | 5,938,380 | 375,595 | 5,938,380 | 0 |
| Personnel | 764,241 | 45,648 | 764,241 | 0 |
| Operations | 1,187,200 | 90,663 | 1,187,200 | 0 |
| Capital | 3,702,225 | 0 | 3,702,225 | 0 |
| **Sewer** | | | | |
| Revenues-Operating | 7,011,546 | 527,220 | 7,011,546 | 0 |
| Personnel | 1,006,731 | 56,137 | 1,006,731 | 0 |
| Operations | 5,201,444 | 356,740 | 5,201,444 | 0 |
| Capital | 1,820,000 | 1,043 | 1,820,000 | 0 |
| **TOTALS:** | | | | |
| Revenue | | | | |
| Operations | 12,949,926 | 902,815 | 12,949,926 | 0 |
| Expenses | | | | |
| Personnel | 1,770,972 | 101,785 | 1,770,972 | 0 |
| Operations | 6,388,644 | 447,403 | 6,388,644 | 0 |
| Capital | 5,522,225 | 1,043 | 5,522,225 | 0 |
| Expense Total | 13,681,841 | 550,230 | 13,681,841 | 0 |
| Net Effect on Fund Balance | (731,915) | 352,585 | (731,915) | |

| SANITATION FUND SUMMARY OF REVENUES AND EXPENDITURES | FY2027 Budget | Y-T-D Thru 10/31/2026 | FY2027 Year End Estimate | FY2027 Year End Variance |
|---|---|---|---|---|
| **Sanitation** | | | | |
| Revenues-Operating | 3,149,048 | 266,069 | 3,149,048 | 0 |
| Operations | 3,145,707 | 264,809 | 3,145,707 | 0 |
| Net Effect on Fund Balance | 3,341 | 1,261 | 3,341 | |

**ORDINANCE NO. 1070-26**

**BY THE COUNCIL: CARVER-HERBERT, JORGENSEN, PAGE AND RASMUSSEN**

**AN ORDINANCE OF THE CITY OF GARDEN CITY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING THE GARDEN CITY CODE, TITLE 8 ("DEVELOPMENT CODE"), CHAPTER 2 ("BASE ZONING DISTRICT REGULATIONS"), ARTICLE B ("BASE ZONING DISTRICT PROVISIONS"), SECTION 2 ("ALLOWED USES"), TABLE 8-2B-1 ("ALLOWED USES IN ALL BASE ZONING DISTRICTS"); CHAPTER 2, ARTICLE C ("LAND USE PROVISIONS"), BY ADDING SECTION 50 ("URBAN STORAGE"); CHAPTER 3 ("OVERLAY ZONING DISTRICT REGULATIONS"), ARTICLE A ("GENERAL PROVISIONS"), SECTION 3 ("ALLOWED USES"), TABLE 8-3A-1; CHAPTER 4 ("DESIGN AND DEVELOPMENT REGULATIONS"), ARTICLE D ("PARKING AND OFF-STREET LOADING PROVISIONS"), SECTION 5 ("REQUIRED NUMBER OF OFF-STREET PARKING SPACES"), TABLE 8-4D-3 AND TABLE 8-4D-4; AND CHAPTER 7 ("REFERENCES"), ARTICLE A ("DEFINITIONS"), SECTION 1 ("DEFINITIONS OF USES"), TO ESTABLISH "URBAN STORAGE" AS A NEW CONDITIONAL USE IN THE MIXED USE COMMERCIAL (C-2), HIGHWAY COMMERCIAL (C-1), AND LIGHT INDUSTRIAL (LI) ZONING DISTRICTS; TO ESTABLISH SPECIFIC USE STANDARDS FOR URBAN STORAGE; TO ADD A DEFINITION FOR URBAN STORAGE; TO ADDRESS THE ALLOWANCE OF URBAN STORAGE WITHIN OVERLAY ZONING DISTRICTS; AND TO ESTABLISH VEHICLE AND BICYCLE PARKING REQUIREMENTS FOR URBAN STORAGE; PROVIDING SEVERABILITY; REPEALING CONFLICTING CITY CODE PROVISIONS; APPROVING A SUMMARY OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.**

**BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GARDEN CITY, IDAHO:**

**SECTION 1.** That Title 8 ("Development Code"), Chapter 2 ("Base Zoning District Regulations"), Article B ("Base Zoning District Provisions"), Section 2 ("Allowed Uses"), Table 8-2B-1 ("Allowed Uses In All Base Zoning Districts"), Garden City Code, be, and the same is hereby amended by inserting the following use, in its proper alphabetical order, to read as follows:

| Use | R-1 | R-2 | R-M | R-20 | R-3 | C-2 | M | C-1 | LI |
|---|---|---|---|---|---|---|---|---|---|
| Urban Storage* | | | | | | C | | C | C |

**SECTION 2.** That Title 8 ("Development Code"), Chapter 2 ("Base Zoning District Regulations"), Article C ("Land Use Provisions"), Garden City Code, be, and the same is hereby amended by adding a new Section 50, to read as follows:

**8-2C-50 URBAN STORAGE**

A. Applicability: The requirements of this section shall apply to the placement of each new Urban Storage facility as defined herein.

B. Building and Site Design:

1. Ground Floor Activation:

    a. The site plan shall identify the primary street-facing façade. The primary street-facing façade is the façade oriented to the highest-classification abutting public street; where two or more frontages abut streets of equal classification, the primary street-facing façade is the one containing the primary building entrance.

    b. All ground floor building area along the primary street-facing façade shall be occupied by non-storage uses at a minimum usable depth of fifteen feet (15'). Storage units shall not be located on the ground floor of the primary street-facing façade.

2. The facility shall include a monitored electronic access control system and an internal security camera system covering all individual storage unit access points, corridors, ground floor building entrances, and surface parking areas. All systems shall be maintained in operational condition at all times.

3. Safe pedestrian and vehicle access and circulation on the site and between adjacent properties shall be required.

4. The distance between structures shall be a minimum of twenty five feet (25').

5. Shall be a minimum of three (3) stories in height.

C. Parking and Access:

1. The entrance and exit drives shall be designed to prevent traffic hazards and nuisances.

2. All surfaces used for parking shall be constructed with paving, vegetative cover or of dustless material.

3. A dedicated loading area for moving trucks and trailers shall be provided at building entrances providing access to interior storage corridors, separated from pedestrian circulation routes and sized to accommodate standard moving trucks without obstructing public rights-of-way, drive aisles, or required parking.

D. Comprehensive Plan Designation Specific Standards:

Where an Urban Storage facility is located on property designated on the Comprehensive Plan Future Land Use Map as a Neighborhood Commercial Node, Transit Oriented Development, or Green Boulevard Corridor, the following standards apply in addition to subsections A through C of this

section. Where a property carries more than one such designation, the standards for each apply cumulatively; where they overlap, the more restrictive standard controls.

1. Activating Uses: Where an Urban Storage facility is located within an Activity Node or a Transit Oriented Development Node, as those areas are established in § 8-2B-3E of this title, the non-storage ground floor space required by subsection B.1 shall be occupied by one or more active, pedestrian-oriented uses that are open to the general public and generate regular foot traffic, such as office, personal service, health club, eating or drinking establishment, food store, or retail. The activating use shall complement the base zoning district and the purpose of the applicable Activity Node or Transit Oriented Development Node. A use that is accessory to or primarily serves the storage operation, including a leasing or management office, does not satisfy this requirement.

2. Building-Wide Mixed Use in a Transit Oriented Development Node: Where an Urban Storage facility is located within a Transit Oriented Development Node, as established in § 8-2B-3E of this title, non-storage uses, whether commercial or residential, shall occupy no less than ten percent (10%) of the total gross floor area of the building. Rooftop or upper-story uses may count toward this requirement but do not substitute for the ground floor activation required by subsection B.1.

3. Green Boulevard Corridor Frontage Landscaping: Where an Urban Storage facility is located on a property with frontage adjacent to State Street, Chinden Boulevard, Glenwood Street, or Veterans Parkway, trees shall be provided along every frontage abutting the corridor at a minimum of one (1) tree per thirty (30) linear feet of corridor frontage, measured along the full length of the frontage, in addition to the base landscaping required by § 8-4I.

E. General Standards:

1. Design review consultant(s) recommendation to the planning official, and an approval by the planning official of the building design and site layout is required prior to a planning and zoning commission public hearing.

2. §8-2C-37(C) and (F) apply to Urban Storage, with one exception: the required or permitted activating uses may operate as businesses and may sell goods, notwithstanding §8-2C-37(C) and §8-2C-37(F)(1). This exception covers only the activating uses. No storage unit may be used as a place of business or for retail or sales.

3. No outdoor storage. Urban Storage shall not include any outdoor storage of goods, materials, vehicles, or equipment. All storage shall occur within the enclosed, climate-controlled building.

**SECTION 3.** That Title 8 ("Development Code"), Chapter 3 ("Overlay Zoning District Regulations"), Article A ("General Provisions"), Section 3 ("Allowed Uses"), Table 8-3A-1, Garden City Code, be, and the same is hereby amended by inserting the following use, in its proper alphabetical order, to read as follows:

| Use | NCN | TOD | GBC |
|---|---|---|---|
| Urban Storage* | C | C | C |

**SECTION 4.** That Title 8 ("Development Code"), Chapter 4 ("Design And Development Regulations"), Article D ("Parking And Off-Street Loading Provisions"), Section 5 ("Required Number Of Off-Street Parking Spaces"), Table 8-4D-3 ("Required Motor Vehicle Parking Spaces For Non-Residential Uses"), Garden City Code, be, and the same is hereby amended by inserting "Urban Storage;" into the Low parking demand category, to read as follows:

| Parking Demand | Uses | Minimum Number of Spaces Required |
|---|---|---|
| Low | Fuel yard;<br>Kennel;<br>Laundry and dry cleaning establishment;<br>Laundry and dry cleaning, commercial plant;<br>Public uses (parks and similar functions);<br>Storage facility or yard;<br>Storage facility, self-service;<br>Storage yard, commercial recreational vehicle;<br>Urban Storage;<br>Vehicle rental;<br>Vehicle sales;<br>Vehicle washing facility;<br>Vehicle wrecking yard;<br>Warehouse and storage, wholesale (when utilized for the principal purpose of storage). | 1 space per every 2,000 gross square feet |

**SECTION 5.** That Title 8 ("Development Code"), Chapter 4 ("Design And Development Regulations"), Article D ("Parking And Off-Street Loading Provisions"), Section 5 ("Required Number Of Off-Street Parking Spaces"), Table 8-4D-4 ("Required Bicycle Parking Spaces"), Garden City Code, be, and the same is hereby amended by inserting "Urban Storage;" into the Medium parking demand category, to read as follows:

| Parking Demand | Type Of Use | Minimum Number of Bicycle |
|---|---|---|

| | | Parking Spaces Required |
|---|---|---|
| Medium | Fuel yard;<br>Kennel;<br>Laundry and dry cleaning establishment;<br>Laundry and dry cleaning, commercial plant;<br>Public uses (parks and similar functions);<br>Storage facility or yard;<br>Storage facility, self-service;<br>Storage yard, commercial recreational vehicle;<br>Urban Storage;<br>Vehicle rental;<br>Vehicle sales;<br>Vehicle washing facility;<br>Vehicle wrecking yard;<br>Warehouse and storage, wholesale (when utilized for the principal purpose of storage). | 1 space per every 4,000 gross square feet |

**SECTION 6.** That Title 8 ("Development Code"), Chapter 7 ("References"), Article A ("Definitions"), Section 1 ("Definitions Of Uses"), Garden City Code, be, and the same is hereby amended by inserting the following definition, in its proper alphabetical order, to read as follows:

**URBAN STORAGE:** A multi-story structure or group of structures containing individual, compartmentalized, climate-controlled units that are leased or sold to store material (including, but not limited to, goods, wares, merchandise, or vehicles), with a monitored electronic access control system and internal security camera system, and with no outdoor storage component. Commonly referred to in the self-service storage industry as "Class A."

**SECTION 7.** If any provision or section of this Ordinance shall be held to be invalid by a court of competent jurisdiction, then such provision or section shall be considered separately and apart from the remaining provisions and sections of this Ordinance, which shall remain in full force and effect.

**SECTION 8.** All ordinances of the City of Garden City that conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

**SECTION 9.** That the Summary of the Ordinance, attached hereto as Exhibit A, is hereby approved as to both form and content.

**SECTION 10.** This Ordinance shall be in full force and effect from and after passage, approval, and publication.

**PASSED** by the City Council and **APPROVED** by the Mayor of Garden City, Idaho, this ____ day of _____, 2026.

**ATTEST:**

_____

Lisa M. Leiby,

City Clerk

**APPROVED:**

_____

William L. Jacobs,

Mayor

DRAFT

**EXHIBIT "A"**

**STATEMENT OF GARDEN CITY ATTORNEY**

**AS TO ADEQUACY OF SUMMARY**

**OF ORDINANCE NO. 1070-26**

The undersigned, Charles I. Wadams, in his capacity as City Attorney of the City of Garden City, Idaho, hereby certifies that he is the legal advisor of the City and has reviewed a copy of the attached Summary of Ordinance No. 1070-26 of the City of Garden City, Idaho, and has found the same to be true and complete and provides adequate notice to the public pursuant to Idaho Code § 50-901A(3).

DATED this ____ day of _____, 2026.

_____

Charles I. Wadams

City Attorney

DRAFT

**SUMMARY OF ORDINANCE NO. 1070-26**

**OF THE CITY OF GARDEN CITY, IDAHO**

**PUBLIC NOTICE IS HEREBY GIVEN** that the City of Garden City, Idaho, adopted at its regular meeting of _____, 2026, that Ordinance No. 1070-26 entitled:

**AN ORDINANCE OF THE CITY OF GARDEN CITY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING THE GARDEN CITY CODE, TITLE 8 ("DEVELOPMENT CODE"), CHAPTER 2 ("BASE ZONING DISTRICT REGULATIONS"), ARTICLE B ("BASE ZONING DISTRICT PROVISIONS"), SECTION 2 ("ALLOWED USES"), TABLE 8-2B-1 ("ALLOWED USES IN ALL BASE ZONING DISTRICTS"); CHAPTER 2, ARTICLE C ("LAND USE PROVISIONS"), BY ADDING SECTION 50 ("URBAN STORAGE"); CHAPTER 3 ("OVERLAY ZONING DISTRICT REGULATIONS"), ARTICLE A ("GENERAL PROVISIONS"), SECTION 3 ("ALLOWED USES"), TABLE 8-3A-1; CHAPTER 4 ("DESIGN AND DEVELOPMENT REGULATIONS"), ARTICLE D ("PARKING AND OFF-STREET LOADING PROVISIONS"), SECTION 5 ("REQUIRED NUMBER OF OFF-STREET PARKING SPACES"), TABLE 8-4D-3 AND TABLE 8-4D-4; AND CHAPTER 7 ("REFERENCES"), ARTICLE A ("DEFINITIONS"), SECTION 1 ("DEFINITIONS OF USES"), TO ESTABLISH "URBAN STORAGE" AS A NEW CONDITIONAL USE IN THE MIXED USE COMMERCIAL (C-2), HIGHWAY COMMERCIAL (C-1), AND LIGHT INDUSTRIAL (LI) ZONING DISTRICTS; TO ESTABLISH SPECIFIC USE STANDARDS FOR URBAN STORAGE; TO ADD A DEFINITION FOR URBAN STORAGE; TO ADDRESS THE ALLOWANCE OF URBAN STORAGE WITHIN OVERLAY ZONING DISTRICTS; AND TO ESTABLISH VEHICLE AND BICYCLE PARKING REQUIREMENTS FOR URBAN STORAGE; PROVIDING SEVERABILITY; REPEALING CONFLICTING CITY CODE PROVISIONS; APPROVING A SUMMARY OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.**

This ordinance amends Title 8, Chapters 2, 3, 4, and 7 of the Garden City Code to establish "Urban Storage" as a new conditional use in the Mixed Use Commercial (C-2), Highway Commercial (C-1), and Light Industrial (LI) zoning districts. The ordinance adds specific use standards for Urban Storage facilities, including location, building and site design, and parking and access requirements; adds a definition of Urban Storage; addresses the allowance of Urban Storage within the City's overlay zoning districts; and establishes vehicle and bicycle parking requirements for the new use. Finally, the ordinance provides for severability, repeals conflicting Code provisions to the extent of a conflict, and provides an effective date.

The effective date of the ordinance is from and after passage, approval, and publication. A copy of the full text of the Ordinance is available at the City Clerk's office, 6015 N. Glenwood Street, Garden City, Idaho 83714. Examination may be requested in writing or in person during regular business hours of the City Clerk's Office, from 8:00 a.m. until 5:00 p.m., pursuant to Idaho Code § 50-901A(4).

DATED this ____ day of _____, 2026.

ATTEST:

_____
Lisa M. Leiby, City Clerk

CITY OF GARDEN CITY, IDAHO:

_____
William L. Jacobs, Mayor

DRAFT

OFFICE OF THE CITY ATTORNEY

6015 Glenwood Street ▪ Garden City, Idaho 83714
Phone 208/472-2900 ▪ Fax 208/472-2996

**TO:** Mayor and Members of the City Council
**FROM:** Charles I. Wadams, City Attorney
**DATE:** November 23, 2026
**SUBJECT:** Second Memorandum on Resolution 1276-26 for the Proposed Property Use Agreement with Ada County Highway District—43rd Street, Ustick Road to Boise River, Project No. 724045.001

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**ACTION REQUIRED:** None at this time.
**RECOMMENDATION:** Pass.
**FISCAL IMPACT/BUDGET IMPLICATIONS:** Potentially $500 in revenue.

**EXECUTIVE SUMMARY**

The proposed resolution approves a Property Use Agreement between the City of Garden City and the Ada County Highway District (ACHD) for temporary use of City property in connection with the 43rd Street, Ustick Road to Boise River Project. The recommendation is the City Council find that the temporary use serves a valid public purpose and is in the public interest. The agreement is for 405 E 43rd Street.

On November 9, 2026, council approval was continued for verification of the City's authority over the affected property, and confirmation of the final agreement. I have since confirmed with Public Works that the City's Well 13 is located at 405 E. 43rd. Street, and it is city property. ACHD has since agreed to restoration of property disturbed by construction and clarified applicable ACHD risk coverage, and contractor insurance issues.

The revised agreement does not impose a payment or indemnification obligation on the City, convey a permanent property interest to ACHD, or materially expand the City's liability. Because I've received a revised agreement, it is requested that the Mayor be authorized to execute the agreement.

The draft resolution expressly provides that the agreement does not convey fee title, create a permanent easement, or transfer permanent supervisory authority over City property. It includes a severability provision and becomes effective immediately upon passage and approval.

## BACKGROUND:

### Question Presented

Whether the City of Garden City, an Idaho municipal corporation ("City"), may enter into the proposed Property Use Agreement with the Ada County Highway District ("ACHD") granting ACHD temporary access to and use of a portion of City property identified as R/W Parcel No. 148, T3N R2E Sec 05, APN R2734521551, for ACHD's 43rd Street, Ustick Road to Boise River Project, Project No. 724045.001 ("Project"), and what approval procedures and conditions should apply. The address is 405 E 43rd Street and the Ada County Assessor indicates Garden City is the owner:

**Primary Owner:** CITY OF GARDEN CITY
**Address:** 405 E 43rd ST GARDEN CITY, ID 837140000
**Subdivision:** FAIRVIEW ACRES SUB NO 03
**Assessor ID:** NW 100' OF LOT 33 BLK 17 FAIRVIEW ACRES SUB NO 03 #94064367
**Township/Range/Section:** 3N2E05
**Zone Code:** R-3
**Total Acres:** 0.220

### Conclusion

I. Authority. The City possesses statutory authority to contract and to acquire, hold, manage, lease, and convey municipal property. Idaho Code § 50-301. ACHD has authority to acquire, hold, use, manage, occupy, and possess property and to construct and administer highway improvements within its jurisdiction. Idaho Code § 40-1310.

II. Character of Agreement. The proposed agreement is most appropriately characterized as a temporary, nonexclusive property-use license rather than a permanent conveyance of a real-property interest. It is expressly nonrecordable, authorizes temporary entry and construction use, and dissolves upon completion of construction. On that basis, the agreement should not be treated as a sale or permanent transfer of municipal real property.

III. Approval. Approval by resolution at a properly noticed public meeting is an appropriate and prudent method of authorizing the agreement. See Idaho Code §§ 50-301 and 67-2328. The meeting notice and agenda must comply with the Idaho Open Meetings Law, including the applicable posting and agenda requirements. Idaho Code § 74-204.

IV. Recommendation. The City Council may approve the agreement, subject to the following conditions:

a. Exhibit A is attached and depicts the area to be used.

b. City staff has verified that the City owns or lawfully controls the affected property. This is the location of Well 13.
c. The agreement must be executed by authorized representatives of both parties.
d. ACHD has agreed to restore disturbed City property to a condition reasonably comparable to its preconstruction condition, except for permanent improvements contemplated by the Project.
e. The City has confirmed that ACHD is self-insured and will confirm in the future that ACHD's contractors maintain insurance appropriate to the construction activities.

**Material Facts**

I. Parties. The proposed parties are the City, as owner, and ACHD, a body politic and corporate of the State of Idaho.

II. Property. The agreement concerns a portion of City property identified as follows:

a. Project Name: 43rd Street, Ustick Road to Boise River.
b. Project No.: 724045.001.
c. R/W Parcel No.: 148.
d. Township, Range, and Section: T3N R2E Sec 05.
e. Assessor's Parcel No.: R2734521551.
f. Temporary-use area: The portion depicted on Exhibit A, identified as Right-of-Way Plans dated October 21, 2026, Sheet 22 of 41.

III. Authorized Activities. ACHD requests temporary authority to enter, occupy, and use the depicted property to remove and place concrete sidewalk, construct a driveway tie-in, perform additional work as needed along the existing property line, and add fill or remove excess soil as necessary to match roadway elevations.

IV. Term. The proposed agreement commences upon execution and remains effective until completion of the Project.

V. Default and Indemnity. Upon ACHD's default or breach, possession reverts to the City, and the City retains available legal and equitable remedies. ACHD will indemnify and hold the City harmless from claims, actions, or judgments for damage, injury, or death caused by or arising from the acts or omissions of ACHD and its employees, contractors, or agents on the property during the agreement term.

VI. Nonrecording. The agreement states that it is not to be recorded and dissolves upon completion of construction.

## ANALYSIS:

I. Municipal authority. Idaho municipalities possess express authority to contract and to acquire, hold, lease, and convey real and personal property. Idaho Code § 50-301. A temporary license permitting public construction activities on City-controlled property falls within those municipal powers when the City Council determines that the arrangement serves a municipal or public purpose and does not conflict with state law.

II. ACHD authority. ACHD possesses broad authority over highways, streets, rights-of-way, and related improvements within its jurisdiction, including authority to hold, use, manage, occupy, and possess property. Idaho Code § 40-1310. Construction of curb, gutter, sidewalk, and driveway improvements is consistent with the described public highway purpose.

III. Temporary license rather than permanent conveyance.

a. The agreement grants temporary entry, occupancy, and construction use over only the area shown on Exhibit A.
b. The agreement does not purport to convey fee title, create a permanent easement, or grant ACHD continuing possession following completion.
c. The agreement is expressly nonrecordable and terminates when construction is complete.
d. These features support treatment of the agreement as a temporary license. If the final agreement or Exhibit A is revised to grant a permanent easement, transfer title, or authorize indefinite use, the revised transaction must be reviewed separately under the procedures governing intergovernmental property transfers. See Idaho Code §§ 67-2322 through 67-2324.

IV. Intergovernmental cooperation. Idaho law permits public agencies to enter agreements for joint or cooperative action when each agency independently possesses the relevant authority. Idaho Code § 67-2328. The proposed agreement does not create a separate legal entity, joint board, common budget, or jointly administered undertaking; it primarily grants ACHD access to City property for an ACHD-administered project. It therefore need not be treated as a comprehensive joint-powers agreement. Nevertheless, formal Council approval by resolution establishes the City's consent and satisfies the more conservative approval approach.

V. Indemnification. The indemnity runs from ACHD to the City and therefore protects the City against covered claims arising from the conduct of ACHD and its employees, contractors, and agents on the property. Because ACHD is providing the indemnity, the clause does not create an open-ended City obligation to indemnify ACHD. It therefore does not present the same municipal-debt concern that could arise if the City assumed another entity's future or contingent liabilities under the Idaho Constitution.

VI. Agreement term and termination. The agreement remains effective until the Project is completed but does not define "completed" or establish an outside termination date. This creates some risk of an extended temporary use. The City may manage that risk by requiring ACHD to notify the City in writing when construction begins and when the Project is complete. If the parties revise the form, an outside expiration date with an extension mechanism would provide greater certainty.

VII. Property restoration and construction risk. The agreement permits excavation, placement or removal of soil, sidewalk work, and driveway tie-in work. It has been revised to expressly require restoration of areas outside the permanent improvements.

VIII. Consideration and public purpose. The agreement recites good and sufficient consideration. The anticipated public improvements and related access constitute a substantial public benefit. The Council should expressly find that granting temporary access serves the public interest and benefits the City and its residents.

IX. Compensation and the November 25, 2026 Deadline. The agreement expressly states the amount, recipient, payment date, and conditions for the additional $500. ACHD has statutory authority to contract for and pay special rewards or bounties that appear expedient or useful in securing proper highway construction or maintenance. Idaho Code § 40-1310. Garden City has authority to contract and accept gifts of real or personal property in the city's name. Idaho Code § 50-301. However, the city should not allow the offered signing incentive or November 25, 2026 return date to displace the governing-body approval required before an interagency agreement enters into force.

**CONCLUSION:**

The matter was continued on November 9, 2026 to November 23, 2026 while I waited for a response to my questions from ACHD. I received that response on November 12, 2026. The mayor should return the agreement to ACHD after council authorization and after ACHD accepts a narrowly drafted property-use agreement that precisely identifies the site, project purpose, duration, payment, access conditions, restoration duties, and termination procedure.

**NEW INFORMATION SINCE THE NOVEMBER 9, 2026 COUNCIL MEETING**

After this matter was continued on November 9, 2026, I spoke by telephone with Justin Kloczko, ACHD Right of Way Agent on November 12, 2026, regarding the City's requested protections and the requirements for executing the agreement. Mr. Kloczko confirmed that:

1. ACHD will accept responsibility for restoring property disturbed by the Project in accordance with the applicable restoration standards, except for approved permanent improvements.
2. ACHD is self-insured and has applicable governmental risk coverage.

3. Because the Project has not yet been advertised for bids, contractor insurance documentation is not currently available. ACHD will provide the applicable contractor insurance documentation after it is received and before the contractor enters the property.
4. ACHD will not require the City to submit a Form W-9 as a condition of the agreement.
5. ACHD will pay the City $500.00 for allowing access and timely executing and returning the agreement. This amount consists of $300.00 for signing and returning the agreement and an additional $200.00 if ACHD receives the executed agreement by November 25, 2026.

On November 16, 2026, Mr. Kloczko provided an updated agreement that adds the following, "1.4 ACHD will accept responsibility for restoring property disturbed by the Project in accordance with the applicable restoration standards, except for approved permanent improvements." The November 16 updated agreement resolves restoration responsibility, and the November 12 assurances reduce my concerns.

Section 4 of the agreement clearly provides indemnification for claims, actions, or judgments arising from ACHD's acts or omissions on the property during the agreement. However, it does not unambiguously require ACHD to defend the city, reimburse defense costs or attorney's fees, or indemnify the city for the city's own negligence; it therefore does not provide complete protection against every potential loss.

Because ACHD is "self-insured," that is likely sufficient insurance for this project. Consequently, being self-insured addresses my practical concern but does not conclusively establish coverage, limits, applicable exclusions, or available proceeds. ACHD's promise to provide contractor insurance documentation before entry should address the requested timing and documentation as a practical matter.

The street address is currently not on the agreement. However, the ACHD cover letter indicates that this agreement is for 405 E 43rd Street, which is the location of Well 13, but the address is not on the actual agreement. The agreement does indicate it is for "R/W Parcel No. 148, T3N R2E Sec 05, APN R2734521551." However, "R/W Parcel No. 148, T3N R2E Sec 05, APN R2734521551" is not a complete legal description because it does not state the property's quantity or boundaries. The Ada County Assessor's identifiers are different from ACHD's identifiers.

I recognize that a temporary limited license differs from a conveyance of fee title. Nevertheless, because the Agreement would authorize ACHD to enter City property and conduct specified work, the property subject to that authorization should be identified with sufficient clarity in the Agreement and its incorporated exhibits. ACHD's cover letter identifies the property address as "405 E. 43rd Street." That information would assist in identifying the intended site. To resolve this issue, I have requested that ACHD select one of the following alternatives before execution:

1. Revise the Agreement to include the street address, 405 E. 43rd Street, together with an adequate property or work-area description that identifies the particular City property and the limits of the temporary license; or
2. Attach ACHD's cover letter identifying 405 E. 43rd Street as an exhibit to the Agreement and incorporate that exhibit by reference.

The City may accept the $500 payment if the governing bodies properly authorize the agreement. The payment's division into $300 for signing and returning the agreement and another $200 for returning it by November 25, 2026, is not prohibited by law. Payment should be made to the City, but the law does not prescribe a particular monitoring or collection procedure. The city treasurer is the custodian of all money belonging to the City and must account for each fund or appropriation, tracking the related debits and credits. The treasurer's required records and reports provide the statutory mechanism for confirming whether the $500 was received and credited. The $500 should be recorded as City revenue in the appropriate existing fund and revenue-source classification selected under the City's accounting structure. The City therefore may accept the payment. The payment conditions should be understood, and the treasurer should track receipt through the City's ordinary fund accounting and reporting system. The Idaho Code does not designate a specific budget line, so classification must follow the City's applicable revenue-source and fund structure.

**Conclusion**

I have reviewed the revised Property Use Agreement with ACHD. The added restoration provision resolves responsibility for Project-related restoration to the extent it clearly obligates ACHD to restore property disturbed by the Project in accordance with applicable restoration standards, except for approved permanent improvements. My November 12, 2026 conversation with ACHD also reduces the remaining practical uncertainty concerning ACHD's governmental risk coverage, contractor insurance documentation, the City's need to provide a Form W-9, and ACHD's $500 payment to the City. Although the agreement is not perfect and those matters are not all stated with the same specificity in the written agreement, the remaining risk is limited in light of the temporary and relatively narrow scope of the Project.

**BY THE COUNCIL: CARVER-HERBERT, JORGENSEN, PAGE, AND RASMUSSEN**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN CITY, IDAHO, APPROVING A PROPERTY USE AGREEMENT WITH THE ADA COUNTY HIGHWAY DISTRICT FOR THE 43RD STREET, USTICK ROAD TO BOISE RIVER PROJECT; AUTHORIZING EXECUTION; PROVIDING CONDITIONS OF APPROVAL; AUTHORIZING IMPLEMENTING ACTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City of Garden City, Idaho ("City"), is an Idaho municipal corporation with authority to contract and to acquire, hold, manage, lease, and convey municipal property; and

**WHEREAS**, the Ada County Highway District ("ACHD") is a body politic and corporate of the State of Idaho with authority concerning public highways, streets, rights-of-way, and related improvements within its jurisdiction; and

**WHEREAS**, ACHD is undertaking the 43rd Street, Ustick Road to Boise River Project, Project No. 724045.001 ("Project"), consisting of curb, gutter, sidewalk, driveway, grading, and related public improvements; and

**WHEREAS**, ACHD has requested temporary access to and use of a portion of City property identified as R/W Parcel No. 148, T3N R2E Sec 05, Assessor's Parcel No. R2734521551, as more particularly depicted on Exhibit A to the proposed Property Use Agreement; and

**WHEREAS**, the proposed Property Use Agreement authorizes temporary entry, occupancy, and use for Project construction, remains effective until completion of the Project, is not to be recorded, and dissolves upon completion of construction; and

**WHEREAS**, the City Council finds that the proposed temporary use will facilitate public infrastructure improvements and serves a public purpose and the interests of the City and its residents; and

**WHEREAS**, on November 12, 2026, the City Attorney spoke by telephone with Justin Kloczko, ACHD Right of Way Agent, concerning the terms and requirements of the Property Use Agreement; and

**WHEREAS**, Mr. Kloczko confirmed that ACHD will accept responsibility for restoring property disturbed by the Project in accordance with the applicable restoration standards, except for approved permanent improvements; and

**WHEREAS**, Mr. Kloczko confirmed that ACHD is self-insured and has applicable governmental risk coverage for its authorized activities; and

**WHEREAS**, the Project has not yet been advertised for bids, and contractor insurance documentation is therefore not presently available, but ACHD will provide the applicable

contractor insurance documentation after it is received and before the contractor enters the property; and

**WHEREAS**, ACHD has confirmed that it does not require the City to submit a Form W-9 as a condition of executing or performing the Property Use Agreement; and

**WHEREAS**, ACHD will pay the City $300.00 for signing and returning the Property Use Agreement and an additional $200.00 if ACHD receives the executed agreement by November 25, 2026, for a total potential payment of $500.00; and

**WHEREAS**, the City Attorney has reviewed and approved the contents of the revised Property Use Agreement and recommends that the City Council adopt this Resolution and authorize execution of the agreement; and

**WHEREAS**, the City Council has reviewed the revised Property Use Agreement, attached to this Resolution as Exhibit A and incorporated herein by reference.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARDEN CITY, IDAHO:**

**SECTION 1**. Findings and Approval

1. Findings adopted. The recitals set forth above are adopted as findings of the City Council.
2. Public purpose. The City Council finds that granting ACHD the temporary property use described in the Property Use Agreement serves a valid public purpose and is in the public interest.
3. Approval. The Property Use Agreement attached as Exhibit A is approved, subject to the conditions stated in this Resolution.
4. City Attorney Approval. The City Council acknowledges that the City Attorney has reviewed and approved the contents of the revised Property Use Agreement and has recommended its execution.
5. Payment. The City is authorized to accept from ACHD:
    a. Three Hundred Dollars ($300.00) for signing and returning the Property Use Agreement; and
    b. An additional Two Hundred Dollars ($200.00) if ACHD receives the executed Property Use Agreement by November 25, 2026

**SECTION 2.** Conditions of Approval

1. Final exhibit. A complete and legible Exhibit A accurately depicting the temporary-use area must be attached to the Property Use Agreement before execution.
2. Property verification. City staff must verify that the City owns or otherwise possesses sufficient authority to grant temporary use of the affected property.
3. Substantial conformity. The final Property Use Agreement must remain substantially consistent with the agreement presented to and approved by the City Council.

4. No additional City obligations. The final agreement may not impose a payment obligation, indemnification obligation, permanent property interest, or materially expanded liability upon the City unless separately approved by the City Council.
5. Restoration and risk coverage. Before ACHD enters the property, the City must receive written confirmation reasonably satisfactory to the City Attorney or Public Works Director concerning:
   a. Restoration of property disturbed by Project construction, except for approved permanent improvements.
   b. Applicable ACHD risk coverage and contractor insurance for the authorized activities.
6. Legal approval. The City Attorney must approve the final agreement and any nonmaterial revisions as to form.
7. Restoration. ACHD shall be responsible for restoring property disturbed by the Project in accordance with the restoration responsibilities and standards accepted by ACHD, except for approved permanent improvements.
8. ACHD Risk Coverage. The City Council acknowledges ACHD's representation that ACHD is self-insured and has applicable governmental risk coverage for its authorized activities under the Property Use Agreement.
9. Contractor Insurance. Because the Project has not yet been advertised for bids, contractor insurance documentation is not required as a condition precedent to the City's execution of the Property Use Agreement. ACHD must provide the applicable contractor insurance documentation after ACHD receives it and before the contractor enters the property.
10. No Form W-9. Submission of a Form W-9 by the City is not a condition of approval, execution, or performance of the Property Use Agreement.
11. No Additional City Obligations. Except for the obligations expressly stated in the revised Property Use Agreement, the final agreement may not impose a payment obligation or indemnification obligation on the City, convey a permanent property interest, or materially expand the City's liability without separate approval by the City Council.

**SECTION 3.** Execution and Implementation

1. Mayor authorized. Upon satisfaction of Article 2, the Mayor is authorized and directed to execute the Property Use Agreement on behalf of the City.
2. Nonmaterial revisions. The Mayor, City Attorney, and appropriate City staff may approve and implement nonmaterial revisions that do not expand the temporary-use area, extend the agreement beyond Project completion, convey a permanent property interest, or materially increase the City's obligations or risk.
3. Further actions. City officers and employees are authorized to execute ancillary documents and take administrative actions reasonably necessary to implement this Resolution and the approved agreement, provided those actions remain consistent with this Resolution.

4. Material changes. Any material amendment to the agreement must be returned to the City Council for approval. Timely Return. City officers and employees are authorized and directed to take all reasonably necessary administrative actions to return the executed Property Use Agreement to ACHD by November 25, 2026, so that the City qualifies to receive the full payment of Five Hundred Dollars ($500.00).
5. Receipt and Administration of Funds. The City Treasurer/Clerk and other appropriate City officers and employees are authorized to receive, deposit, account for, and administer the payment from ACHD in accordance with applicable City procedures.

**SECTION 4.** Construction and Effective Date

1. No permanent conveyance. Approval of the agreement does not authorize the conveyance of fee title, creation of a permanent easement, or transfer of permanent supervisory authority over City property.
2. Severability. If any provision of this Resolution is held invalid, the remaining provisions shall remain in effect to the fullest extent permitted by law.
3. Effective date. This Resolution takes effect immediately upon its passage and approval.

**PASSED** by the City Council and **APPROVED** by the Mayor of Garden City, Idaho, this 23rd day of November, 2026.

ATTEST:

Lisa M. Leiby, City Clerk

APPROVED:

William L. Jacobs, Mayor

## Exhibit A

Property Use Agreement between the City of Garden City and the Ada County Highway District, including Exhibit A depicting R/W Parcel No. 148, T3N R2E Sec 05, APN R2734521551.

[ATTACH FINAL PROPERTY USE AGREEMENT AND EXHIBIT A]

Project Name:43rd Street, Ustick Rd to Boise River
Project: 724045.001
Name: City of Garden City
R/W Parcel No: 148
T3N R2E Sec 05
APN: R2734521551

# PROPERTY USE AGREEMENT

THIS **PROPERTY USE AGREEMENT** (the "Agreement") is made and entered into this _____ day of _____, 20_____, by and between, **CITY of GARDEN CITY, an Idaho municipal corporation,** ("Owner") and the **ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho,** ("ACHD");

**W I T N E S S E T H:**

**FOR GOOD AND SUFFICIENT CONSIDERATION IT IS AGREED:**

**SECTION 1. RECITALS.**

1.1 ACHD is engaged in an *improvement project which consists of curb, gutter, and sidewalk, in Ada County Idaho, commonly known as the 43rd Street, Ustick Road to Boise River Project -- Project No. 724045.001* ("Project"), in which the Project is a public use authorized by law.

1.2 In order to complete the Project, ACHD requests the Owner to grant and authorize ACHD the right to temporarily enter, occupy, and use the following described property:

A portion of the Property as shown on ***Exhibit A*** (plan sheet) attached hereto and made part hereof ("Property");

***For the purpose of removal and placing concrete sidewalks and tie-in driveway. Additional use as needed on existing property line with the project as shown on Exhibit A, Right-of-Way Plans dated October 21, 2026, sheet 22 of 41.***

Owner understands and agrees that ACHD may be required to add fill material or remove excess soil to match the elevation of the roadway.

1.3 For such purposes, and on the terms and conditions hereinafter set forth, Owner is willing to authorize ACHD to temporarily enter, occupy, and use the Property as depicted on Exhibit A.

1.4 ACHD will accept responsibility for restoring property disturbed by the Project in accordance with the applicable restoration standards, except for approved permanent improvements.

**SECTION 2. USE TERM.** From and after the date of this Agreement, Owner authorizes ACHD, its employees, contractors and agents, the right to enter, occupy and use the Property for the purposes of constructing the Project. This Agreement shall be and remain in full force and effect until the Project is completed.

The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.



**EXHIBIT A**

**SECTION 3.** **DEFAULT.** In the event that ACHD defaults or otherwise breaches this Agreement, the possession of the Property shall revert to Owner. Owner shall have such remedies as are available at law or in equity to enforce this Agreement.

**SECTION 4.** **INDEMNIFICATION.** ACHD shall indemnify and save and hold Owner harmless from and against all claims, actions or judgments, for damages, injury or death caused by or arising out of the acts or omissions of ACHD, its employees, contractors or agents on the Property during the term of this Agreement.

**SECTION 5.** **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successor and assigns to the Property and otherwise throughout the term hereof.

**IN WITNESS WHEREOF**, the parties have executed this Agreement the day, month and year first above written.

**GRANTOR:**

_____

By:
Title:

_____

By:
Title:

**ADA COUNTY HIGHWAY DISTRICT:**

_____

Justin Kloczko, Right-of-Way Agent

_____

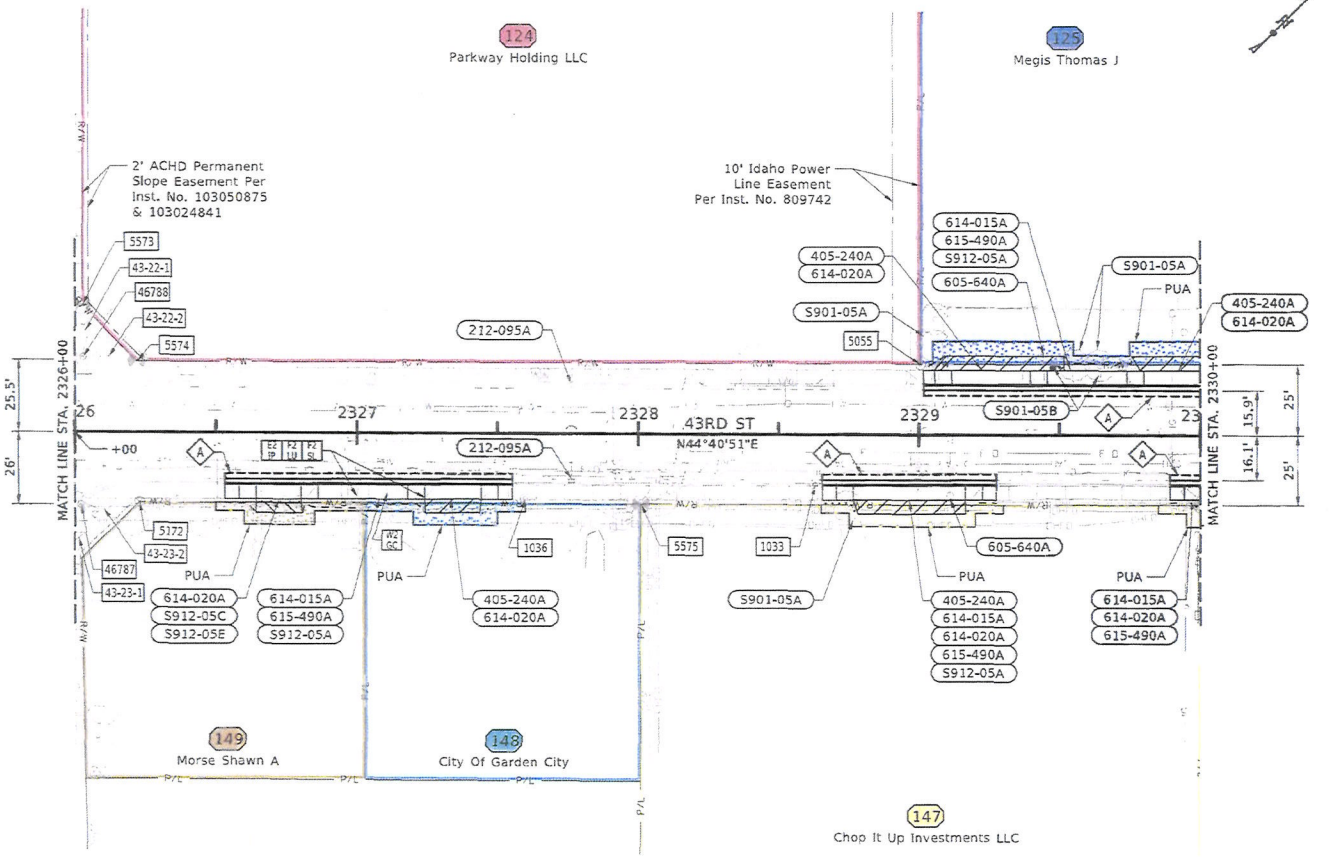
David Serdar, Right-of-Way Supervisor

***DOCUMENT IS NOT TO BE RECORDED AND DISSOLVES UPON COMPLETION OF CONSTRUCTION***

The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.

Docusign Envelope ID: 0A8F0DC0-3F4A-82CC-830E-0C295D9DE64C

T4N, R2E, B.M.
SEC 32




SEC 32
T4N, R2E, B.M.

Scale (Feet)
20 0 20 40

| | | | |
|---|---|---|---|
| 212-095A | 2 EACH | INLET PROTECTION | STA 2327+76, LT & RT |
| 405-240A | 70 SY | MISCELLANEOUS PAVEMENT | STA 2326+00 - STA 2330+00 |
| 605-640A | 1 EACH | ADJUST VALVE COVERS (WATER VALVE, METER, OR SEWER CLEANOUT) | STA 2329+11, RT |
| | 1 EACH | | STA 2329+ 44, LT |
| 614-015A | 50 SY | SIDEWALK (5" THICKNESS) | STA 2326+00 - STA 2330+00 |
| 614-020A | 103 SY | DRIVEWAY (TYPE ACHD SD-710B, SEE APPROACH SUMMARY SHEETS) | STA 2326+00 - STA 2330+00 |
| 615-490A | 273 FT | CURB & GUTTER (TYPE ACHD SD-701 - 6" VERTICAL CURB AND GUTTER) | STA 2326+00 - STA 2330+00 |
| S901-05A | 1 EACH | SP TRIM TREE | STA 2328+74, RT |
| | 1 EACH | | STA 2329+06, LT |
| | 1 EACH | | STA 2329+55, LT |
| | 1 EACH | | STA 2329+64, LT |
| S901-05B | 1 EACH | SP REMOVE & RESET MAILBOX | STA 2329+48, LT |
| S912-05A | 76 SY | SP LANDSCAPE REPAIR | STA 2326+00 - STA 2330+00 |
| S912-05C | 3 SY | SP CONCRETE REPAIR | STA 2326+00 - STA 2330+00 |
| S912-05E | 7 SY | SP GRAVEL REPAIR | STA 2326+00 - STA 2330+00 |

NOTES:

(A) Sawcut Existing Pavement, Incidental To 203 Items.

XX-XX-X Curb Ramp Number - See Curb Ramp Summary Sheet And Details.

XXXX Monument Number - See Monument Summary Sheet.

1. TBC Elevations Based On Existing Lip Of Gutter Elevations, Projected To Top Back Of Curb & Gutter (See ACHD SD-701). Field Verify Elevations And Flow Line Grades Prior To Placing Curb And Gutter.

OFFICIAL R/W PLANS

10/21/2026

PROFESSIONAL LAND SURVEYOR REGISTERED 14216 9/25/2026 STATE OF IDAHO MICHAEL H. CELT

| REVISIONS | | | |
|---|---|---|---|
| NO. | DATE | BY | DESCRIPTION |
| | | | |

DESIGNED: J. JOHNSON/M. CELT
DESIGN CHECKED: J. JONES/M. CELT
DETAILED: K. RAY
DRAWING CHECKED: J. JONES/M. CELT

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY

CADD FILE NAME: 26584_432_row_P07.dgn
DRAWING DATE: SEPTEMBER 2026

IDAHO TRANSPORTATION DEPARTMENT
YOUR Safety–YOUR Mobility–YOUR Economic Opportunity
Parametrix

PROJECT NO.: A026(584)

RIGHT-OF-WAY PLAN SHEET
43RD STREET, USTICK RD TO BOISE RIVER, GARDEN CITY
43RD ST
STA. 2326+00 TO STA. 2330+00

ENGLISH
COUNTY: Ada
KEY NUMBER: 26584
SHEET 22 OF 41

I:\Azure\Projects\Clients\2554-ACHD\334-2554-102 Access to Opportunity\995civil\Bundle 2\CADD\Civil\Sheets\432_row_P07.dgn 9/23/2026 12:20 PM

Miranda Gold, President
Alexis Pickering, Vice-President
Kent Goldthorpe, Commissioner
Dave McKinney, Commissioner
Patricia Nilsson, Commissioner

October 21, 2026

City of Garden City
6015 N Glenwood St
Garden City ID 83714

Re: Project No. 724045.001
Project Name: 43rd Street, Ustick Rd to Boise River
Parcel No.: 148
Subject Property Addresses: ***405 E 43rd St Garden City ID 83714***

Dear City of Garden City,

Ada County Highway District (ACHD) has an improvement project planned for *43rd Street, Ustick Road to Boise River*. New curb, gutter and sidewalk will be installed. Your property is located within the planned project area.

It is necessary for ACHD to temporarily access a portion of your property to tie the new sidewalk into your driveway approach. If access is not granted, there could be a bump or steep slope from your driveway to the new sidewalk. **The tie into the driveway and/or landscape repair is not necessary to proceed with construction.**

The following documents are enclosed:

Property Use Agreement
W-9 IRS Request for Taxpayer Identification Number and Certification
Contact Sheet

If you would like your driveway to be tied in and/or landscaping repaired, please sign the enclosed Property Use Agreement and return it to ACHD. ACHD will compensate you $300.00 for the signed and returned agreement.

***As an incentive, I have been authorized to offer an additional $200.00 to sign and return the Property Use Agreement packet by November 25, 2026.***

I want to allow you ample time to read and understand the enclosed documents, but please realize time is of the essence. Please don't hesitate to call or email me with any questions or concerns you may have or to set up a meeting with me. **ACHD will allow until November 25, 2026, for you to consider and respond to this offer**. I will follow up with you to answer any questions you may have.

Your cooperation and prompt attention to this matter are greatly appreciated. I look forward to hearing from you.

Sincerely,

Justin Kloczko
Right of Way Agent
Ada County Highway District

jkloczko@achdidaho.org
208.387.6372

Enclosures as stated.

## Charles Wadams

**From:** Justin Kloczko <jkloczko@achdidaho.org>
**Sent:** Monday, November 16, 2026 1:34 PM
**To:** Charles Wadams
**Subject:** Re: Proposed Property Use Agreement between ACHD and GC—43rd Street, Ustick Road to Boise River, Project No. 724045.001
**Attachments:** P148 PUA Revised 11.16.26.pdf

Mr. Wadams

I have attached the revised PUA. Section 1, 1.4. Let me know if you need anything else.

Thank you

**Justin Kloczko**
Sr. Right of Way Agent | ROW & Project Management

Ada County Highway District (ACHD)
5800 Meeker Ave, Boise, Idaho 83713
Phone: (208)387-6372 | jkloczko@achdidaho.org

www.achdidaho.org
Connect with us on social! **@achdidaho**

---

**From:** Charles Wadams <cwadams@GARDENCITYIDAHO.ORG>
**Sent:** Friday, November 13, 2026 11:34 AM
**To:** Justin Kloczko <jkloczko@achdidaho.org>
**Cc:** Steven Price <sprice@achdidaho.org>; Scott Spears <sspears@achdidaho.org>; Justin Lucas <Jlucas@achdidaho.org>; Megan Anderson <MAnderson@achdidaho.org>; Christy Little <Clittle@achdidaho.org>; Joanna Ortega <jortega@GARDENCITYIDAHO.ORG>
**Subject:** RE: Proposed Property Use Agreement between ACHD and GC—43rd Street, Ustick Road to Boise River, Project No. 724045.001

**Caution:** This message originated outside ACHD. Use caution with links and attachments. If you were not expecting this email, verify via a trusted contact or report it using the Phish Alert Button.

Mr. Kloczko:

Thank you for the telephone call yesterday. We have added this matter on the city council agenda for November 23, 2026. Below is my summary:

Resolution No. 1276-26 would approve the revised Property Use Agreement between the City of Garden City (City) and the Ada County Highway District (ACHD) for ACHD's temporary use of City property in connection with the 43rd Street, Ustick Road to Boise River Project. The temporary use serves a valid public purpose and is in the public interest.

On November 12, 2026, I spoke by telephone with Justin Kloczko, ACHD Right of Way Agent, regarding the City's requested protections before executing the agreement. Mr. Kloczko confirmed that:

1. ACHD will accept responsibility for restoring property disturbed by the Project in accordance with the applicable restoration standards, except for approved permanent improvements.
2. ACHD is self-insured and has applicable governmental risk coverage.
3. Because the Project has not yet been advertised for bids, contractor insurance documentation is not currently available. ACHD will provide the applicable contractor insurance documentation after it is received and before the contractor enters the property.
4. ACHD does not require the City to submit a Form W-9 as a condition of the agreement (they have it on file).
5. ACHD will pay the City $500.00 for allowing access and timely executing and returning the agreement. This amount consists of $300.00 for signing and returning the agreement and an additional $200.00 if ACHD receives the executed agreement by November 25, 2026.

You indicated that you would ask Mr. Price or Mr. Spears to draft a revised agreement to add the restoration component.

The draft resolution would authorize Mayor Jacobs to execute the revised agreement after my final legal review. ACHD's governmental risk coverage and its obligation to provide contractor insurance documentation before contractor entry will be expressly recognized to protect the city. The resolution would also authorize City officials and staff to take the administrative actions necessary to obtain the full $500.00 payment, provided the executed agreement is returned to ACHD by November 25, 2026. The agreement would not convey fee title, create a permanent easement, or transfer permanent supervisory authority over City property.

Here are a couple examples for the agreement:

> **Restoration.** ACHD shall restore all property disturbed by the Project in accordance with applicable restoration standards, except for approved permanent improvements
>
> **Risk Coverage and Contractor Insurance.** ACHD represents that it is self-insured and maintains applicable governmental risk coverage for its activities under this Agreement. Because the Project has not yet been advertised for bids, ACHD shall provide the City with applicable contractor insurance documentation promptly after receipt and before any contractor enters City property.

Thank you,
Charles I. Wadams
Garden City Attorney

This e-mail transmission is attorney privileged or attorney work product and is, in any event, confidential information belonging to the sender and intended only for the use of the individual or entity addressee named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this e-mail in error, please immediately notify us by telephone at (208) 472-2915 to arrange for disposition of this e-mail.

**From:** Charles Wadams
**Sent:** Friday, November 6, 2026 1:45 PM
**To:** jkloczko@achdidaho.org
**Cc:** Steven Price <sprice@achdidaho.org>; Scott Spears <sspears@achdidaho.org>; Justin Lucas <Jlucas@achdidaho.org>; Megan Anderson <MAnderson@achdidaho.org>; Christy Little <Clittle@achdidaho.org>; Joanna Ortega <jortega@GARDENCITYIDAHO.ORG>
**Subject:** FW: Proposed Property Use Agreement between ACHD and GC—43rd Street, Ustick Road to Boise River, Project No. 724045.001

OFFICE OF THE CITY ATTORNEY

6015 Glenwood Street ▪ Garden City, Idaho 83714
Phone 208/472-2900 ▪ Fax 208/472-2996

**TO:** Mayor and Members of the City Council
**FROM:** Charles I. Wadams, City Attorney
**DATE:** November 23, 2026
**SUBJECT:** Memorandum on State & Arney Trees Resolution 1278-26—Legal Requirements and Recommended Process

---

**ACTION REQUIRED:** None at this time.
**RECOMMENDATION:** None.
**FISCAL IMPACT/BUDGET IMPLICATIONS:** $7438.75 expense.

**EXECUTIVE SUMMARY**

For intersections of local streets and roads, local officials may establish vision-triangle standards and procedures by resolution or ordinance, including standards more or less restrictive than Idaho Code § 49-221. Apart from the vision-triangle statute, an obstruction that unlawfully obstructs customary passage or use of a public street or highway is a statutory nuisance. The City may declare, prevent, remove, and abate nuisances at the expense of parties creating, causing, committing, or maintaining them, and may levy a special assessment as provided by the referenced assessment statute.

The city should establish that a particular private tree is actually a nuisance or is covered by a valid local ordinance before ordering abatement. Except in a clear emergency, an affected owner must receive prior notice, identification of the condition, and a reasonable opportunity to be heard and remedy it before destructive municipal action. There is no tree-specific right of municipal entry, so consensual entry should be documented in an owner agreement. Absent consent, the city must rely on an applicable ordinance, abatement authority, and legally sufficient process rather than infer an entry right.

Contractor procurement depends on how the work is classified and its expenditure amount. Public-works construction expenditures below $100,000 are exempt from the chapter's procurement requirements but must be guided by the political subdivision's best interests as determined by its governing board. Personal or professional services performed by an independent contractor are also exempt from those chapter requirements. If competitive public-works bidding applied, the city would have to follow the specified notice, bid-opening, objection, sealed-bid, award, and protest procedures.

**BACKGROUND:**

The City of Garden City (the "City") has identified trees and related landscaping located at 9173 W. State Street that obstruct or may impair the view of passing motor vehicles near State Street and Arney Lane. The real property commonly known as 9173 W. State Street is private property and is more particularly described Exhibit A to the draft resolution.

The City has received reports or complaints concerning an alleged traffic-safety or sight-distance condition affecting motorists and other persons using public transportation facilities near the Property. The proposed work is being considered as a voluntary sight-distance mitigation measure and not as compulsory code enforcement, nuisance abatement, or an admission that the Property owner or any other person has violated an ordinance or legal duty. The City proposes to proceed only after obtaining the written consent and temporary access authorization of the Property owner and all other persons whose property rights may be affected.

Records and information available to the City identify 4HWW LLC as the owner of the Property ("Owner"). Records and information reviewed by the City identify Lance Miller as the registered agent for 4HWW LLC and state the registered-agent address as 6700 N. Linder Road, Suite 156-211, Meridian, Idaho 83646.

The mayor proposes a limited project to remove, prune, relocate, or replace specifically identified trees and related landscaping and to complete associated irrigation, restoration, and site work in accordance with the final plan. The proposed Project is intended principally to mitigate the documented traffic-safety or sight-distance concern affecting users of public transportation facilities near the Property and is not intended principally to enhance the Property, subsidize the Owner's business, or provide an unrelated private landscaping benefit.

The City therefore intends to document that the Project's principal purpose is the protection of public transportation users and that any improvement or benefit to the privately owned Property is incidental to that public-safety purpose. The City should structure the Project so that City funds are paid directly to the City's selected contractor for authorized and accepted work and are not paid or reimbursed directly to the Owner.

The aggregate anticipated City expenditure for the Project is an amount not to exceed Seven Thousand Four Hundred Thirty-Eight Dollars and Seventy-Five Cents ($7,438.75). Funds not exceeding $7,438.75 are available and have been lawfully appropriated from the City's Parks and Waterways budget, subject to the City's applicable contract-approval, claim-allowance, and payment procedures;

The anticipated aggregate expenditure is $7,438.75, the Project does not reach the statutory thresholds requiring the competitive solicitation or bidding procedures applicable to procurements of $100,000 or more. The City may suspend or terminate the Project if consent is withdrawn or challenged, an undisclosed property interest or utility is discovered, the work may interfere with an affected easement, required funding or

authorization is unavailable, the contractor fails to satisfy an applicable requirement, or continued work becomes unsafe, unlawful, or impracticable;

Completion of the Project will not constitute a representation or warranty that the work will eliminate every visibility obstruction, satisfy every sight-distance standard under all future conditions, or prevent every collision, injury, or complaint.

**ANALYSIS:**

Based on the information provided, I do not recommend that the City commit to pay for tree removal, relocation, replacement, or shrub installation until the City confirms its legal authority, the public purpose supporting the expenditure, the applicable procurement method, and the required approval and contracting process.

The fact that the trees are located on private property and that there is presently no identified City-code violation is significant. Idaho municipalities may expend public funds only for a primarily public purpose. A benefit to a private owner or HOA may be permissible only if it is incidental to a documented municipal purpose, rather than the principal purpose of the payment. Idaho's constitutional restrictions also prohibit the City from making a donation, lending its credit, or assuming a private party's obligation. Idaho Const. Art. VIII, § 4.Idaho Const. Art. XII, § 4.

The Idaho Supreme Court has stated that public expenditures must primarily benefit the community as a whole and be directly related to governmental functions; a private benefit must be incidental to the public purpose. Accordingly, before proceeding, staff should develop a written record establishing whether removal or modification of the identified landscaping is reasonably necessary to address a documented traffic-safety or sight-distance concern affecting the traveling public.

The record should identify the specific public-safety concern; the basis for concluding that the proposed work will address it; the recommendations, if any, received from ITD or ACHD; the property owner's and HOA's consent; and why public funding is appropriate even though the City has identified no enforceable code violation. A general desire to accommodate a property owner, resolve complaints, or create a positive public-relations opportunity would not, standing alone, provide a sufficient basis for the expenditure.

The City should also confirm the applicable procurement threshold and classification. Idaho procurement law generally applies to political subdivisions' purchases of construction and services. Purchases below $100,000 are exempt from the statutory bidding procedures but must be guided by the governing board's determination of the political subdivision's best interests. Idaho Code § 67-2803.

The proposed "three bids" approach would not be sufficient unless the total anticipated City expenditure, including all reasonably related work, falls within the applicable statutory range and the solicitation complies with the requirements for the proper procurement category. The City should also determine whether the scope is properly treated as landscaping services, a purchase of materials and services, or public-works construction.

The City's adopted purchasing policy may impose additional procedures or lower approval thresholds and must be followed.

The Mayor may sign contracts on the City's behalf, but the Mayor's authority is limited to authority conferred by state law or delegated by the City Council. Idaho Code § 50-607. A resolution or order authorizing the City to enter a contract must be adopted by a majority of the Council by roll-call vote unless the Council has already delegated authority for this type and amount of expenditure. Idaho Code § 50-902. In addition, the expenditure must be within an available appropriation or otherwise lawfully funded. The Council's budget must identify estimated expenditures by department, fund, or service. Idaho Code § 50-1002.

If the City elects to proceed after the foregoing findings and approvals, the City should first obtain a written agreement signed by the City, the affected property owner, and any other party whose consent is necessary under the property documents or billboard easement. The agreement should, at minimum:

1. Identify the specific trees to be removed, relocated, or replaced; the permitted shrub substitution; the approved site plan; and the plant species and size standards, including any applicable Class II or Class III requirements.
2. Confirm that the owner and HOA have authority to authorize the work and that the work will not violate, interfere with, or create liability under the billboard easement or any other recorded property right.
3. State that the work is undertaken to mitigate the documented public-safety concern, if that finding is supported, and not as a City concession that the existing landscaping violates City code.
4. Require all necessary approvals, permits, utility locates, contractor licensing, insurance, indemnification, and restoration obligations before work begins.
5. Provide that City payment is limited to the approved contract amount, is made only after inspection and written acceptance of completed work, and is conditioned on submission of invoices and any required lien releases.
6. State that the City is not responsible for future maintenance, replacement, irrigation, survival, or other obligations concerning landscaping on private property, unless the Council expressly authorizes those obligations.
7. Preserve the City's discretion to terminate the arrangement before work begins if required approvals, property-owner consents, procurement requirements, funding, or public-purpose findings are not obtained.

**Traffic-Safety Authority and Responsibility**

If the trees constitute a potential traffic hazard within a statutory vision triangle, Idaho Code § 49-221 places removal responsibility on the property owner and authorizes notice, an order to remove, and enforcement. Local officials may adopt vision-triangle standards for intersections of local streets and roads, including standards more or less restrictive than the statute, but local standards may not modify the statutory standards governing intersections with state-maintained highways or railroads.

A city may spend city funds on the placement, care, and removal of trees and other plants located within such highway-district rights-of-way. Idaho Code § 40-1415. That express authority concerns vegetation within rights-of-way, not trees located on private property.

**Entry Onto Private Property**

Entering or remaining on another person's real property without permission could constitute civil trespass. Idaho Code § 6-202. Legal entry can include an invitation, license, lease, easement, contract, privilege, other legal right, or specified lawful official authority.

Accordingly, even if City staff has concluded that the trees present a genuine public-safety concern, that does not eliminate the need for separate authority to enter the property, undertake the work, appropriate the money, and avoid an unconstitutional benefit to private interests. The more directly supported statutory route for a qualifying sight obstruction is notice to the owner and enforcement of the owner's removal responsibility

Landscaping and off-street-parking requirements could apply to an existing nonconforming commercial building because the owners proposed enclosing an exterior walkway to add more than 1,200 square feet. *Bastian v. Twin Falls*, 104 Idaho 307 (Idaho Ct. App. 1983). The court construed "enlarge" to include extending the supermarket's interior dimensions beyond its existing walls and determined that nonconforming status did not insulate the property from regulations governing enlargement.

*Bastian v. Twin Falls* therefore demonstrates that landscaping requirements are not necessarily confined to entirely new construction, but it does not establish that they apply to ordinary tree removal or replacement at an existing development without an enlargement, capacity increase, use change, or another triggering event stated in the applicable ordinance.

**Waiver, Exception, or Variance**

Idaho law permits a local ordinance to authorize exceptions or waivers of non-use zoning standards—including matters within the variance statute—through either a special-use permit or an administrative process specified by ordinance. Idaho Code § 67-6512. Any conditions imposed through that route must be authorized by a local ordinance implementing the statutory provisions governing special-use-permit conditions.

A statutory variance is limited to modification of bulk and placement requirements, including lot dimensions, coverage, yards, setbacks, parking, building height, provisions affecting a structure's size or shape or its placement on a lot, and lot size. Idaho Code § 67-6516. It is not a right or special privilege and may be granted only upon a showing of undue hardship caused by site characteristics and absence of conflict with the public interest. Before granting a variance, the governing board must provide notice and an opportunity to be heard to owners of property adjoining the parcel. The law does not resolve whether the city itself may serve as the applicant when the affected land is privately owned.

In sum, Idaho law allows local landscaping standards to reach existing developments when the local ordinance identifies a triggering event, but the supplied authorities do not establish whether Garden City Code § 8-4I-4 is triggered by city-funded tree replacement alone. A waiver may be available through a locally authorized special-use-permit or administrative process, while a variance is available only if the landscaping requirement falls within the statutory variance categories and the applicant satisfies the statutory hardship and public-interest standards.

The City should not enter the property, authorize a contractor to enter, remove any trees, or install replacement landscaping until it has documented the public-safety purpose, confirmed expenditure and contracting authority, approved a final site plan, and obtained a signed agreement from every party whose property rights may be affected.

Written owner consent is necessary for the proposed voluntary project. The consent should not be a stand-alone permission form. It should be incorporated into a comprehensive private-property access and landscaping agreement addressing the work, property rights, future maintenance, risk allocation, and limits on the City's obligations.

**Required Agreements**
The City, owner, and each necessary easement holder should sign a Private-Property Access, Landscaping, and Sight-Distance Mitigation Agreement before entry. The City should contract directly with the selected contractor rather than reimburse the owner.

**CONCLUSION:**

The Estimated Total Project Cost is $7438.75. the City should receive verification of the proposed scope and schematic plan; confirmation of ownership and any HOA authority; the billboard-easement terms and any required easement-holder consent; written communications or engineering information supporting the claimed sight-line concern; the applicable City purchasing-policy provisions; the proposed funding source; and confirmation whether the Council has already authorized this expenditure or delegated contracting authority for it. Once those items are available, my office can better advise on the required approval process and prepare an agreement consistent with the final authorized scope.

Staff's involvement does not authorize or justify spending City funds on landscaping located on private property. The analysis turns on the City's legal authority, the nature and location of the safety hazard, the validity and appropriation of the expenditure, the City's authority to enter the property, and the constitutional prohibitions against aiding private interests with public credit.

A staff member's finding and recommendation may provide factual support for treating the matter as a public-safety concern, but police power authorizes regulation and enforcement; it does not itself establish authority to use public money to improve private property. Additionally, staff's recommendation does not transfer the owner's responsibility to the City or authorizes the City to pay for replacement landscaping.

The City should obtain written consent before entering the property, but consent alone is insufficient. The preferred structure is a comprehensive agreement signed by the fee owner, homeowners' association, and all affected easement holders, coupled with a separate City-contractor agreement. The private-property agreement should grant a limited temporary access license, approve the final work, allocate all future maintenance and replacement duties to the owner and homeowners' association, protect affected easement rights, limit the City's financial and operational obligations, and address indemnification, insurance, warranties, termination, and post-completion responsibility. If the City Council is comfortable with this project, it should adopt Resolution 1278-26.

**BY THE COUNCIL: CARVER-HERBERT, JORGENSEN, PAGE, AND RASMUSSEN**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN CITY, IDAHO, MAKING PUBLIC-PURPOSE FINDINGS REGARDING PROPOSED SIGHT-DISTANCE MITIGATION AT 9173 W. STATE STREET, WHICH IS PRIVATE PROPERTY NEAR STATE STREET AND ARNEY LANE; CONDITIONALLY AUTHORIZING AN EXPENDITURE, PROCUREMENT, AND PRIVATE-PROPERTY AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE APPROVED DOCUMENTS; PROVIDING CONDITIONS, LIMITATIONS, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City has identified trees and related landscaping that obstruct the view of passing motor vehicles located at 9173 W. State Street, which is private property near State Street and Arney Lane, more particularly described on Exhibit A (the "Property"); and

**WHEREAS**, the Property at 9173 W. State Street is owned by 4HWW LLC, and the registered agent is Lance Miller, 6700 N. Linder, Ste. 156-211, Meridian, ID 83646. There is no public business listing or storefront for 4HWW LLC (private mailbox (PMB) rather than a public commercial suite). 4HWW LLC (also associated with 4HWW Holdings / 4HWW Holdings LLC) is a limited liability company linked to Lance Miller in the Boise/Garden City/Meridian area. Lance Miller is the Owner of 4HWW Holdings, who is also a licensed Realtor and is a real estate and insurance professional in Idaho; and

**WHEREAS**, 4HWW LLC (also associated with 4HWW Holdings) operates as a holding company rather than a consumer-facing retail storefront, and it has no public commercial office. Holding LLCs of this type are commonly used to hold real estate investments, manage business assets, or receive commissions and consulting revenue rather than sell goods directly to the public; and

**WHEREAS**, the City has not presently identified a violation of the Garden City Code arising from the existing location or condition of the trees or landscaping; and

**WHEREAS**, the City has received reports or complaints concerning an alleged traffic-safety or sight-distance condition affecting persons using public transportation facilities near the Property; and

**WHEREAS**, the Council has considered the recommendations, if any, received from the Idaho Transportation Department, Ada County Highway District, law-enforcement personnel, qualified traffic professionals, and other responsible persons, as documented in the Council record; and

**WHEREAS**, public funds may be expended only for a primarily public purpose, and the City may not make a prohibited donation, lend or pledge its credit, or become responsible for the debt, contract, or liability of a private person or association under article VIII, section 4 and article XII, section 4 of the Idaho Constitution; and

**WHEREAS**, a public purpose benefits the community as a whole and is directly related to governmental functions, and a benefit accruing to a private owner or association must be incidental to the principal public purpose; and

**WHEREAS**, the Council recognizes that accommodating a private property owner, resolving generalized complaints, or creating favorable publicity would not, without a documented municipal purpose, independently justify the proposed expenditure; and

**WHEREAS**, Idaho Code chapter 28, title 67 requires the City to classify the procurement, determine its aggregate value, and follow the procedures applicable to that classification and value, as supplemented by the City's purchasing policy; and

**WHEREAS**, Idaho Code § 50-607 authorizes the Mayor to exercise powers conferred by law or delegated by the Council and to sign contracts on behalf of the City; and

**WHEREAS**, the Council desires to authorize the proposed project only upon satisfaction of each condition stated below.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF GARDEN CITY, IDAHO:**

**SECTION 1**. Findings

I. Private-property status. The affected trees and landscaping are located on private property. The City's authorization is not based on ownership or control of the Property.
II. No identified code violation. The City has not presently identified a Garden City Code violation arising from the existing placement or condition of the affected trees or landscaping. This Resolution is not a code-enforcement determination, admission, waiver, variance, concession, or representation that existing or replacement landscaping complies or fails to comply with any law.
III. Documented concern. Based on the materials identified in the staff finding and Council record, the Council finds that there is a traffic-safety or sight-distance concern.
IV. Relationship of work to concern. The Council finds that the removal, relocation, replacement, or modification described in the approved scope and site plan is reasonably calculated to mitigate the documented concern because of the traffic-safety or sight-distance concern.
V. Primary public purpose. The principal purpose of the proposed expenditure is to protect or improve conditions for the traveling public by mitigating the documented concern, which is a municipal governmental purpose benefiting the community as a whole.
VI. Incidental private benefit. Any benefit to the Property owner, homeowners' association, billboard-easement holder, tenant, or other private person is incidental and subordinate to the public purpose. The City is not paying a private debt or assuming an existing private contractual, easement, landscaping, or maintenance obligation.

VII. Best interests. Subject to the conditions of this Resolution, the Council determines that the proposed procurement is in the City's best interests because of the traffic-safety or sight-distance concern.

VIII. Procurement finding.
   a. the aggregate anticipated City expenditure is $7438.75; and
   b. the procurement does not require additional solicitation, bidding, notice, publication, or approval before contract execution.

IX. Funding. Funds not exceeding $7438.75 are available and lawfully appropriated from the Parks and Waterways budget. The expenditure shall not be incurred unless the City Treasurer confirms the appropriation and available balance.

**SECTION 2**. Conditional Authorization

I. Project authorization. The Council conditionally authorizes the City to procure and pay for the work described in Exhibit A, subject to a maximum City obligation of $7438.75.

II. Required agreement. Before entry onto the Property or commencement of work, the City, Property owner, homeowners' association, and each required easement holder or consenting party shall execute a private-property landscaping and sight-distance mitigation agreement in a form approved by the City Attorney.

III. Required conditions. No work may begin, and no City payment obligation may arise, until the City Attorney confirms in writing that:
   a. the final procurement classification and procedure comply with Idaho law and the City's purchasing policy;
   b. all required solicitations, notices, bids, quotations, determinations, and approvals have been completed;
   c. an available lawful appropriation has been certified;
   d. the final site plan and scope identify each tree and landscaping element to be removed, relocated, replaced, or installed;
   e. the Property owner, homeowners' association, and all persons holding affected easement or property rights have provided required authorization;
   f. the work will not violate or interfere with the billboard easement or another recorded property right, or the affected holder has expressly consented in writing;
   g. required permits, approvals, utility locates, contractor licenses, and insurance are in place; and
   h. the contractor has executed the City's approved contract or purchase instrument.

IV. No expanded scope. Material changes to the approved scope, site plan, procurement classification, funding source, or maximum City expenditure require further Council approval unless within authority previously delegated by the Council.

**SECTION 3**. Contract and Payment

I. Mayor authorized to sign. Upon satisfaction of Article 2, the Mayor is authorized to execute, in the City's name, the mitigation agreement and contractor agreement

approved as to form by the City Attorney, together with ancillary documents reasonably necessary to implement this Resolution.

II. Payment conditions. City payment shall:
   a. not exceed $7438.75;
   b. apply only to the approved scope;
   c. be made only after completion, inspection, and written acceptance by the Public Works Department;
   d. require itemized invoices and any required conditional or unconditional lien releases; and
   e. remain subject to withholding for incomplete, defective, unauthorized, or nonconforming work.

**III.** No reimbursement of unauthorized private expenses. The City shall not reimburse work contracted for or performed by a private party before execution of the required City agreements unless separately and lawfully authorized by the Council.

**SECTION 4**. Allocation of Continuing Responsibility

I. No future City maintenance. Upon acceptance and payment, the City assumes no responsibility for irrigation, pruning, care, survival, maintenance, replacement, restoration, or future code compliance of landscaping on the Property.

II. No assumption of private obligations. Nothing in this Resolution makes the City responsible for a debt, contract, covenant, easement obligation, or liability of the owner, homeowners' association, easement holder, contractor, or another private party.

**III.** No precedent or continuing entitlement. This project is based on its specific record and creates no entitlement to City funding for private-property improvements or future landscaping work.

**SECTION 5**. Administration and Effective Date

I. Administrative authority. The Public Works Director may administer the approved project within its authorized scope and amount but may not waive a material condition imposed by this Resolution.

II. Failure of conditions. If the required conditions are not satisfied, this authorization expires unless extended by the Council. Expiration does not create liability to any private party.

III. Effective date. This Resolution takes effect upon adoption.

**PASSED** by the City Council and **APPROVED** by the Mayor of Garden City, Idaho, this 23rd day of November, 2026.

ATTEST:

Lisa M. Leiby, City Clerk

APPROVED:

William L. Jacobs, Mayor




# EXHIBIT A

Native Landscape Services

**Quote** **3090**
**From** **Native Landscape Services**
Bill To

**Garden City of Idaho**

| Service / Product | Description | Qty | Rate | Total |
|---|---|---|---|---|
| Tree Removal | Scope of work: Remove trees 1,2,3,4. Equipment, labor, and disposal fee. | 1 | $1700.00 | $1700.00 |
| Planting | Scope of work: Plant 14 3gal green velvet boxwoods. 4 in the locations trees are being removed and 10 in area marked by line item 5. Install drip line to all new shrubs planted. Plant material, irrigation parts, and labor | 1 | $2742.50 | $2742.50 |
| Tree planting | Scope of work: Plant 3 new 2 inch caliper ornamental crabapple trees. One located where tree 2 is proposed to be moved to, two located at red diamonds marked on map. Plant material, delivery, and labor | 1 | $2996.25 | $2996.25 |

All work to be performed at 9167 State st, Garden City
Valid thru 1/4/2026
Terms: Half Down, remainder due Upon completion.
Invoices are due within terms. Past due invoices will be assessed a 5% monthly finance charge.

**Total** **$7438.75**

**EXHIBIT A**