CITY OF IDAHO CITY

AGENDA

REGULAR CITY COUNCIL MEETING
Wednesday, July 22, 2026
6:00 P.M
City Hall, 511 Main Street, Idaho City, ID 83631

Join Team's Meeting
Idaho City Council Regular Meeting | Meeting-Join | Microsoft Teams

CALL MEETING TO ORDER
ROLL CALL TO ESTABLISH QUORUM
PLEDGE OF ALLEGIANCE

I. CONSENT AGENDA

The consent calendar includes items which require formal Council action, but which are typically routine or not of great controversy. Individual Council members may ask that any specific item be removed from the consent calendar in order that it is discussed in greater detail. Explanatory information is included in the Council agenda packet regarding these items, and any contingencies are part of the approval.

A. APPROVAL OF MINUTES: JULY 8, 2026 & JULY 15, 2026 ***ACTION ITEM***
B. IDAHO CITY EVENT CHECKLIST: ***ACTION ITEM***
   1. 2026-13 JACK PINE ROUNDUP AUGUST 28 & 29, 2026
C. BILLS/PAYABLES: JULY 9, 2026 THROUGH JULY 22, 2026 ***ACTION ITEM***

II. ENGINEER'S REPORT

III. PUBLIC HEARINGS

Items listed as public hearings allow citizen comment on the subject matter before the Council. Residents or visitors wishing to comment upon the item before the Council should follow the procedural steps. In order to testify, individuals must sign up in advance, providing sufficient information to allow the Clerk to properly record their testimony in the official record of the City Council. Hearing procedures call for presentation by the applicant, submission of information from City staff, followed by public testimony. ***ACTION ITEM***

A. CHICKEN & ROOSTER ORDINANCE

IV. CITIZEN COMMENTS

This section of the agenda is reserved for citizens wishing to address the Council regarding City-related issues that are not on the agenda. To ensure adequate public notice, Idaho Law provides that any item requiring Council action must be placed on the agenda of an upcoming Council meeting, except for emergency circumstances. Comments related to future public hearings should be held for that public hearing. Repeated comments regarding the same or similar topics previously addressed are out of order and will not be allowed. Persons wishing to speak will have 5 minutes. Comments regarding performance by city employees are inappropriate at this time and should be directed to the mayor, either by subsequent appointment or after tonight's meeting, if time permitting.

V. ORDINANCES AND RESOLUTIONS

Ordinances and resolutions are formal measures considered by the City Council to implement policy which the Council has considered. Resolutions govern internal matters to establish fees and charges pursuant to existing ordinances. Ordinances are laws which govern general public conduct. Certain procedures must be followed in the adoption of both ordinances and resolutions; state law often establishes those requirements. ***ACTION ITEM***

A. ORDINANCE NO. 395 ADOPTING THE CURRENT IDAHO BUILDING CODES BASED ON THE 2018 INTERNATIONAL BUILDING CODE
B. ORDININACE NO. 396 RV USE AND DEFINITIONS
C. ORDINANCE NO. 397 REQUIREMENTS FOR FORMULA & LARGE-SCALE COMMERCIAL BUSINESS
D. ORDINANCE NO. 398 BUSINESS LICENSE AMENDING ORDINANCE NO.273 AND INCORPORATING ORDINANCE NO. 355
E. CHICKEN & ROOSTER ORDINANCE - REVIEW

VI. OLD BUSINESS

A. IDAHO CITY FIRE PROTECTION DISTRICT ***ACTION ITEM***
B. IDAHO CITY POLICE DEPARTMENT / CONTRACT WITH BOISE COUNTY ***ACTION ITEM***

VII. NEW BUSINESS

A. BOISE BASIN SENIOR CENTER – BEAR RUN – PAST & FUTURE ***ACTION ITEM***
B. UPDATING LEASE AGREEMENT FOR VISITORS CENTER – IDAHO CITY CHAMBER – BBIA
C. EBCED WATER BILL / LEAK ***ACTION ITEM***
D. AARON BELL LETTER OF INTENT – PLANNING & ZONING COMMISSION ***ACTION ITEM***

VIII. EXECUTIVE SESSION

Certain City-related matters may need to be discussed confidentially as a matter of law subject to applicable legal requirements; the Council may enter executive session to discuss such matters. ***ACTION ITEM***

A. IDAHO CODE 74-206(1)(F) TO COMMUNICATE WITH LEGAL COUNSEL REGARDING PENDING / IMMINENTLY-LIKELY LITIGATION

IX. COMMITTEE REPORTS

A. PARKS & RECREATION COMMISSION
B. HISTORIC PRESERVATION COMMISSION
C. PLANNING & ZONING COMMISSION
    1. 100 PLACER VARIANCE APPLICATION ***ACTION ITEM***
    2. 101 E. WALULLA VARIANCES & ZONING CHANGE
D. IDAHO CITY CHAMBER OF COMMERCE
E. COMMUNITY COMMITTEE

X. EMPLOYEE UPDATES

A. PUBLIC WORKS
B. LAW ENFORCEMENT
C. CLERK/TREASURER'S OFFICE
    1. WATER AND SEWER UPDATES, ***ACTION ITEM***
    2. CLEARWATER UPDATE
D. CITY ATTORNEY

XI. COUNCIL UPDATES

XII. MAYOR UPDATES

XIII. UPCOMING MEETINGS

A. NEXT WORKSHOP MEETING: JULY 23 & 28, 2026 – 5PM
B. SCHEDULE SPECIAL MEETING BEFORE AUGUST 7, 2026 TO ADOPT TENTATIVE BUDGET
C. NEXT REGULAR MEETING: AUGUST 12, 2026

ADJOURNMENT

Questions concerning items appearing on this Agenda or requests for accommodation of special needs to participate in the meeting should be addressed to the Office of the City Clerk, 511 Main Street or call 208-392-4584.

Mayor:
Ryan Heffington
idahocitymayor1@cityofic.org

Council members:
Tom Secor Jr
Ashley M Elliott
Mari Adams
Bobby Mathews

Chief of Police:
Brent Watson
idahocitypd.194@cityofic.org

City officers:
Jake Nye

Public Works Director:
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idahocitypublicworks@cityofic.org

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CITY OF IDAHO CITY

AGENDA

REGULAR CITY COUNCIL MEETING
Wednesday, July 8, 2026
6:00 P.M
City Hall, 511 Main Street, Idaho City, ID 83631

MINUTES

Join Team's Meeting
Idaho City Council Regular Meeting | Meeting-Join | Microsoft Teams

CALL MEETING TO ORDER: Mayor Heffington called the regular city council meeting to order at 6:00 PM.
ROLL CALL TO ESTABLISH QUORUM: Clerk Keeton called roll. Mathews, Elliott, Adams, Secor in attendance.
PLEDGE OF ALLEGIANCE: Mayor Heffington led the pledge of allegiance.

I. CONSENT AGENDA

The consent calendar includes items which require formal Council action, but which are typically routine or not of great controversy. Individual Council members may ask that any specific item be removed from the consent calendar in order that it is discussed in greater detail. Explanatory information is included in the Council agenda packet regarding these items, and any contingencies are part of the approval.

A. APPROVAL OF MINUTES: JUNE 24, 2026, JUNE 26, 2026, & JULY 1, 2026 ***ACTION ITEM***

Councilor Elliott made a motion, seconded by Mathews, to approve the minutes June 24, June 26, & July 1, 2026. 4 ayes, Adams abstain from the 26th, and Secor abstain from July 1st. Motion carried.

B. IDAHO CITY EVENT CHECKLIST: ***ACTION ITEM***

C. BILLS/PAYABLES: JUNE 25, 2026 THROUGH JULY 8, 2026 ***ACTION ITEM***

Councilor Elliott made a motion, seconded by Secor, to approve the bills dated June 25, 2026, through July 8, 2026 in the amount of $19,452.91. 4 ayes. Motion carried.

II. EXECUTIVE SESSION

Certain City-related matters may need to be discussed confidentially as a matter of law subject to applicable legal requirements; the Council may enter executive session to discuss such matters. ***ACTION ITEM***

III. PUBLIC HEARINGS

Items listed as public hearings allow citizen comment on the subject matter before the Council. Residents or visitors wishing to comment upon the item before the Council should follow the procedural steps. In order to testify, individuals must sign up in advance, providing sufficient information to allow the Clerk to properly record their testimony in the official record of the City Council. Hearing procedures call for presentation by the applicant, submission of information from City staff, followed by public testimony. ***ACTION ITEM***

A. FOOD TRUCK ORDINANCE

Councilor Elliott made a motion, seconded by Mathews to open the public hearing for Food Truck Ordinance. 4 ayes. Motion carried. Public Hearing opened at 6:04pm. Bob Amidon, Steve Shay, Julie Read with AJ's Street Grill, Carmen Lozano with Tacos Papirringo, Julissa Speer-Bulmer, & Sabrina Amidon, all spoke regarding the food truck ordinance and voiced comments and concerns with the proposed ordinance. Mayor and Council read letters that were submitted. Citizens explained their thoughts in favor food trucks in Idaho City, but also raised concerns with the fees, and strict inspection guidelines in the proposed ordinance. Council requested a copy of the proposed ordinance to allow them to make edits and add the item to the next agenda for discussion. Councilor Elliott made a motion, seconded by Secor to close the public hearing. 4 ayes. Motion carried. Public Hearing closed at 6:55pm.

B. BOISE COUNTY LAW ENFORCEMENT SERVICES

Councilor Secor made a motion, seconded by Mathews to open the public hearing for Boise County Law Enforcement Services. 4 ayes. Motion carried. Public Hearing opened at 6:56pm. Steve Shay read a letter he submitted in favor of the city contracting with the County. Sheriff Turner went over the costs & fees that were in the letter he provided, and explained the services the County would provide if contracted. Chief Watson, & Officer Nye explained their position and current struggles with the Idaho City budget. Mayor and Council read letters that were submitted and questions were raised on the costs and level of services needed for the city. Councilor Secor made a motion, seconded by Adams to close the public hearing. 4 ayes. Motion carried. Public Hearing closed at 7:30pm.

IV. CITIZEN COMMENTS

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Bob Amidon questioned fireworks at the Rodeo Grounds and explained that there were some people doing so last weekend. Amidon also questioned bathrooms and porta potties at events and did not see many at the parade last weekend. Council explained that it is on the checklist and the city is looking to install permanent bathrooms at the newly acquired lot on Montgomery. Amidon also brought up the RV Ordinance and questioned a few of the items in the ordinance. Mayor Heffington explained that the council is gathering information to go through it.
Vee Lehman was in attendance and expressed her concerns and comments.
Mayor Heffington called a 5-minute break at 7:45pm. Meeting reconvened at 7:49pm.

V. ENGINEER'S REPORT

A. TASK ORDER NO. 3 SLOW SAND FILTER RESANDING ***ACTION ITEM***

Councilor Secor made a motion, seconded by Mathews, to authorize the Mayor to sign Task Order No. 3 Slow Sand Filter Resanding in the amount of $29,434, contingent on the number of invoices being 7 or 10. 4 ayes. Motion carried.

VI. ORDINANCES AND RESOLUTIONS

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A. RESOLUTION 2026-02 BOISE COUNTY BURN ORDINANCE

Councilor Secor made a motion, seconded by Adams, to approve Resolution 2026-02 Boise County Burn Ordinance. Mathews aye, Elliott aye, Adams aye, Secor aye. Motion carried.

B. CHICKENS & ROOSTERS

Councilor Elliott explained that she looked through the ordinances that were supplied from other cities regarding chickens and roosters, and liked the one from the City of Council, because of its simplicity. Mayor Heffington asked the citizens present if they would like this to be a public hearing to voice comments and they did. Mayor Heffington directed the Clerk to draft an ordinance similar to Council and also set the public hearing.

VII. OLD BUSINESS

A. IDAHO CITY FIRE PROTECTION DISTRICT ***ACTION ITEM***

City Attorney Williams spoke with the Fire District Attorney who is speaking with his client and is waiting to hear back.

B. IDAHO CITY POLICE DEPARTMENT / CONTRACT WITH BOISE COUNTY ***ACTION ITEM***

Councilor Mathews wanted to move forward with the contract. City Attorney Williams explained that there is currently no contract, but if there was a consensus between the Council to move forward then there would be no need for a motion. Williams further explained that the negotiations would take place with the Mayor and then a finalized contract would come to Council for approval.

C. WATER METER LOCATION ***ACTION ITEM***

Per Public Works Director Mancera – he would be looking into lowering the meter and adding a traffic rated lid.

VIII. NEW BUSINESS

A. RULES & REGULATIONS FOR RV PARKS IN IDAHO CITY ***ACTION ITEM***

Shauna Asher explained that she had done some research regarding RV Parks and what the County and State regulations stated. The information Asher found is in the packet and some additional information was provided via paper copy. Asher went through those regulations. Council thanked Asher for providing the information. Asher wanted certain businesses in town to comply with said regulations and Mayor Heffington explained that the city is working on things.

B. 101 E. WALULLA VARIANCE & ZONE CHANGE ***ACTION ITEM***

Marisa Young provided Council with documentation and explained that she is looking to move her business to Idaho City and the lot she is looking to purchase would need a variance in setbacks to allow for the building she is looking to bring up. Councilor Elliott thanked Young for the information that was provided and presented, and suggested that Young bring this up to Planning & Zoning.

C. PUBLIC CONERNS REGARDING STREET CONDITIONS – SCOTT SHAY

Mayor Heffington explained that a letter was received from Scott Shay regarding street conditions. Mayor Heffington read the letter that discussed road conditions on Main St., Elk Creek, and Centerville Rd., as well as the bridge on Centerville Road. Mayor Heffington explained that some of the roads and bridge are not city property, and neither was the bridge, but the city is doing the best they can and are working to make things better.

IX. EMPLOYEE UPDATES

A. PUBLIC WORKS

Dust abatement was done today and will be continued tomorrow.

B. LAW ENFORCEMENT

C. CLERK/TREASURER'S OFFICE

1. BUDGET UPDATES

Clerk Keeton explained the budget update in the packet and added that the new budget spreadsheet was sent to Mayor and Council to review. Discussion on some of the budget numbers and Law budget ensued.

2. WATER AND SEWER UPDATES, ***ACTION ITEM***

Clerk Keeton went over the water sewer updates in the packet.

3. CLEARWATER UPDATE

Clearwater would like to be helpful in getting the information out regarding law enforcement.

D. CITY ATTORNEY

X. COUNCIL UPDATES

Councilor Elliott added a reminder of the budget workshop on the 15th as well as the IRWA presentation the same day.

XI. MAYOR UPDATES

Mayor Heffington appreciated everyone's input and explained that the city is working hard to make things better.

XII. UPCOMING MEETINGS

A. NEXT BUDGET WORKSHOP: JULY 15, 2026

B. NEXT REGULAR MEETING: JULY 22, 2026

ADJOURNMENT 8:46 PM

ATTEST:

Date approved:

Nancy L Keeton, City Clerk-Treasurer

Ryan Heffington, Mayor

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CITY OF IDAHO CITY

WORKSHOP NOTICE

Wednesday July 15, 2026
5:00 PM
City Hall, 511 Main Street, Idaho City, ID 83631

MINUTES

WORKSHOP ITEMS

PUBLIC WELCOME
NO CITIZENS INPUT

Idaho City Council Workshop | Meeting-Join | Microsoft Teams

I. IDAHO RURAL WATER ASSOCIATION PRESENTATION

Idaho Rural Water Association provided a presentation and discussed different areas and avenues where they could provide assistance.

II. BUDGET WORK SESSION – FISCAL YEAR 2026-27

Mayor, Clerk, & Council discussed different areas of the budget focusing on revenue. Resort tax for hotels, Community hall fee, rodeo ground fee, visitor center rent, 5% water, sewer, hook up, and 3% bills and the removal of fire district rent were also discussed.

ATTEST:

Date approved:

Nancy L Keeton, City Clerk-Treasurer

Ryan Heffington, Mayor

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City of Idaho City

Idaho City Clerk's Office
Monday-Thursday 8:00am to 4:30pm
Friday 9:00am to 3:00pm
511 Main St. Idaho City, ID 83631
PO Box 130 Idaho City, ID, 83631
(208) 392-4584
idahocityclerk@cityofic.org
idahocityoffice@cityofic.org

Event Checklist Application

***Must be submitted at a minimum of 20 days prior to event.**

There is a $52.50
($26.25 for nonprofit,$15.75 for student)
Application Fee for each Event Checklist

Event Overview

Event Name: Jack Pine RoundUp
Event Sponsor: Jack Pine RoundUp Board
Address of Event: Jim Haswell Arena
Time(s) and Date(s) of Event: August 28-29 2026
Person in charge: Jackie Bridwell Contact Number: [redacted]
Number of Attendees: 1500 Email: [redacted]
Event Set-Up and Take Down Times and Dates: August 27th - 12:00 setup 8/30/26 tear down
Type of Event (what event encompasses): 2 day rodeo event beginning at 6:00 pm each Night with food and retail vendors

List any entrance or participation fees that will be charged (if applicable) or N/A: Entrance fees : $10, $8, $5

General Questions	YES	NO
Is your event charitable / nonprofit? 501c3# [redacted]	☒	☐
Event sponsor has read the Idaho City Park Policy and/or the Historical Foundation Policy & agrees to comply?	☒	☐
Is the event free?	☐	☒
Is this a ticketed event?	☒	☐
Will your event have food (either provided or available for purchase)? *(If yes, please fill out Food Section)*	☒	☐
Will your event have vendors (food, cottage industry, service provider, etc.)? *(If yes, fill out Vendor Section)*	☒	☐
Will there be promotional signage at your event? *(If yes, please provide examples)*	☒	☐
Will your event have alcohol (either provided or available for purchase)? *(If yes, fill out Alcohol Section)* ***Fee required**	☒	☐
Will your event require a park reservation (John Brogan Memorial, Naylor Park, Rodeo Grounds, etc.)? ***Fee may be required**	☒	☐
Will your event have road closure or parade?	☐	☒
Will your event be held after hours (between dusk to dawn)? ***Fee required**	☒	☐
Site Plan Attached? (site plan showing exact locations of all the different function of the event (I.E. show performance spaces; vendor areas; alcohol serving area; emergency services; first aid stations; trash receptacles; porta potties; proposed parking uses, etc.)	☒	☐
Are you proposing to use electrical generators or amplified sound systems? (If yes, show their locations on your site plan and describe below what they will be used for & what precautions will be taken to see they are used properly and safely. If amplified sound will take place after 11pm a noise variance will be required.) ***Fee may be required**	☒	☐

A fee for council approved events will be set at $25.00 an hour per officer to cover the additional coverage of law enforcement if deemed necessary. The number of hours for events will be determined by the Idaho City Chief of Police. If after-hours work is required the fee shall be $37.50 an hour per officer for those times. Those hours will be determined by the Idaho City Chief of Police.

Emergency Service, Security, and Lost Child Plans

All Events are required to provide security, and emergency service plans to ensure the safety of event attendees. Some events may be allowed to provide private security. Plans must include location of services during the event, signature from security and emergency service provider, date(s), and times the services will be provided, and contact information for the security and emergency services). All emergency service and security plans must receive approval by the Idaho City Police Department.

This form must be completed and then signed by both EMS & ICPD prior to submitting to the city.

The number of required private security staff is based on the number of event attendees:

- For 0-1,000 attendees – at least two (2) security staff are required at all times.
- For each additional 1,000 attendees – one (1) additional security staff is required at all times.

	YES	NO
Have you scheduled security with ICPD?	☐	☐
Have you scheduled emergency services (EMS)?	☒	☐
Have you scheduled private security?	☒	☐

Based on expected attendance, how many security staff will be staffed at all times? 20

Security Company: Jack Pine Roundup Board and MAV Event Services

Company Contact Person:

Company Email: Phone:

EMS Company: East Boise County EMS District Phone:

Dates & Times of service: Onsite Contact Name: Phone:

Detailed Security Plan:

Rodeo Personnel MAV Event Services will be on site at all Times. We will have parking attendants directing Parking, an Ambulance. St. Lukes Sports Medicide will be on the grounds during the entire rodeo performance.

Detailed security plan for dealing with lost child(ren):

all personnel will be directed to take Lost Children to the rodeo Secretary trailer. Lost Children will be attended by Rodeo staff. Announcer will inform over Loud Speaker.

Detailed EMS Plan:

there will be the ambulance and EMT's along with St. Lukes Sports Medicine will be on site during the Performance

First Aid/Information Table

Location(s) of First-Aid Station: EBC EMS District + St. Lukes Sports Med.

Type(s) of First-Aid Provided: Basic injury and wound Care

Location(s) of Information Table: Secretary's office

Parking

Primary Parking Location: On-site Overflow Parking Location: Across the Street

List parking fees that will be charged (if applicable): N/A

Parking Plan Description: Contestants will park in the lower parking lot south of the arena. All other areas will be designated for Spectator and Board Members.

Traffic Control

	YES	NO
Has the city and/or county been contacted about road closures?	☐	☒

Traffic Control Company: Jack Pine RoundUp Board + Volunteers

Company Contact Person: Jackie Bridwell President

Company Email: JPRUBodeo@gmail.com/jackie_Bridwell@yahoo.com Phone: [redacted]

Traffic Control & Road Closure Description:

No road closures nessary during Event
We have applied with ITD for Reader Boards stating Lg. Event ahead Caution Slow down.

Parade Formation Location & Hours: N/A

Parade Dispersal Location & Hours: N/A

Alcohol

	YES	NO
Will alcohol be a part of your event? (If so an alcohol variance will be required.)	☒	☐
Will alcohol be consumed or possessed at the event, but not offered for sale? (If so, if more than a keg or three (3) cases are possessed but not offered for sale, a permit must be secured from the city.)	☐	☒
Will alcohol be offered for sale? (If yes, proper permits must be secured from the State of Idaho and the City of Idaho City, and a designated area for sale and consumption is required. Show the location of this designated area on your site plan.) Alcohol catering permits must be obtained and presented with this event checklist for approval.	☒	☐

Catering **OR** Benevolent, Charitable, and Public Purpose Events Permit Holder: Harley's Pub + Crescent Brewery

Type(s) of alcohol to be served at event: Liquor + Beer

Serving times for alcohol (to/from): 6:00pm - Midnight

Type(s) of serving containers: Plastic

Alcohol catering permit required from the Idaho City Clerk OR Alcohol Permit for Benevolent, Charitable, and Public Purpose Events from Idaho State Police (ISP)

Detailed plan for age verification (wristbands, ID check, etc.):

ID's will be required before a purchase can be made and wristbans will be given to identify 21 and older.

Detailed alcohol security plan:

Will coordinate closly with ICPD in the Event of any problems

☐ Attach photos of alcohol area signage that will be displayed at event.
☐ Attach detailed map of serving location (including entrances and exits).
☐ Attach photo of wrist band.
☐ Attach completed/approved Alcohol Catering Permit - https://idahocity.municipalimpact.com/documents/170/Alcohol_Catering_Application.pdf **OR** Approved Alcohol Permit for Benevolent, Charitable, and Public Purpose Events from Idaho State Police (ISP)

Food/Vendors

How many vendors will need electricity? 4

List vendor fees that will be charged (if applicable) or N/A:

	YES	NO
If food is being served, the proper permits from Central District Health (CDH) & Idaho City Clerk must be secured & submitted. *Required	☒	☐
Has the Public Works Department been contacted to schedule vendor electrical inspections, etc.?*	☒	☐

***Electrical inspection required for events – please contact the Public Works Department at (208) 392-4584**

If you will have vendors at event:

☒ Provide a complete list of participating vendors prior to your event.

Restrooms

	YES	NO
Will you be bringing in additional Porto-Potties?	☐	☐

Number of Restrooms: 17

Number of ADA Restrooms: 1

Location of Restrooms: See map

Porto-Potty Company: United Site Services Phone: 208-871-1412

Refuse

	YES	NO
Have you contacted Idaho City Public Works (208) 392-4584?	☐	☐

Describe below your plans for trash disposal. What are your plans for trash collection and containment, receptacle locations and after-event cleanup?

Location of trash carts: Trash barrels will be placed & Dumpster on site

Detailed refuse plan for collection, containment, and after event clean-up:

Trash barrels will be placed through out the venue and by Bleachers they will be dumped into the lg. dumpster by the ticket booth.

Event and Promotional Signage

☒ Attach photos of signage as well as dimensions of each sign (required at least 10 days prior to event).

Miscellaneous

***Required for all events:* Detailed public notification plan (how will you be letting the public know your event is happening and how street closures, noise, etc. might affect them)**

Sign will be posted @ Visitors Center.
We will advertize on the Bull Radio Station 101.9 fm and on Facebook.

Attachment Checklist

	YES	N/A
Limited Liability Insurance Plan ***($1,000,000 in the name of City of Idaho City)***	☒	☐
Event Location Map – Site Plan (all areas identified)	☒	☐
Schedule of Events	☒	☐
Detailed Security Plan Requiring Approval by the Idaho City Police Department	☐	☐
Detailed Emergency Services Plan Approval by the Idaho City Police Department	☐	☐
Traffic Control & Parking Plan	☒	☐
Complete List of Participating Vendors	☒	☐
Vendor Permits & Fees	☒	☐
Confirmation of Event Registration with Central District Health (CDH) Vendor	☒	☐
Photos of Event and Promotional Signage with Dimensions	☒	☐
Approved Alcohol Catering Permit/Permit for Benevolent, Charitable, and Public Purpose Events	☒	☐
Photos of Alcohol Area Signage	☒	☐
Map of Alcohol Serving Area (including entrances and exits)	☒	☐
Photo of alcohol wristbands (if applicable)	☒	☐
Public Notification Letter	☒	☐
Park Reservation Receipt N/A	☐	☐
Other Pass-Through Cost Receipt(s) N/A	☐	☐
Refuse Plan	☒	☐
Community Hall and/or Rodeo Grounds Reservation Information	☒	☐
Noise Variance Application	☒	☐

Event Fees:

	Amount
☐ **Rodeo Grounds / Amphitheatre fee schedule:**	
• **Non-profit groups $82.50/day plus ($4.95) 6% use tax**	$ 165
• **City Residents, Groups, & Local Government $185.00/day plus ($11.10) 6% use tax**	$
• **Non-City Residents, & Groups $370.00/day plus ($22.20) 6% use tax**	$
• **The following security deposit is required, refundable if rental requirements are completed:** $150.00 Cleaning deposit will be forfeited if the grounds/ Amphitheatre / parking area are not in same condition as found or better, and the key (if used) is not returned. Exceptions may be set by the City Council based on recommendation from the Idaho City Parks and Recreation Commission	$ 150
☐ **Alcohol Catering Permit.....$20/day (3-day limit)**	$
☐ **Food Vendor Permit Fee.....$17.00/day (3-day limit)**	$
☐ **Mobile Food Truck Fee.....$27.00 application fee & $21.50/day / $206/year (5-day limit)**	$
☐ **Vendor License Daily Fee.....$17.00 (Non-profit $7.75)**	$
☐ **Vendor License Yearly Fee (Non-refundable) $56.50 (Non-profit $25.75)**	$
☐ **Carnival or public entertainment with less than 10 concessions, rides, or sideshows, daily fee $227.00**	$
☐ **Carnival or public entertainment with more than 10 concessions, rides, or sideshows, daily fee shall be $22.50 per concession, ride, or sideshow**	$
• An additional event license fee may be required for carnivals, public entertainment, or sponsored events in an amount approved by the City Council as meeting the city's expenses related to the activity, including but not limited to the provision of Public Works and Police	
• A permittee for a carnival, public entertainment, or sponsored event shall establish financial responsibility in the form of an insurance policy issued jointly to the owner and the City of Idaho City in the minimum amount of one million dollars, single limit.	
☐ **Pass through Costs (Electricity, Safety Services, Public Notification, Other)**	$
☐ **Law Enforcement Fee $25/hr. per officer (determined by Chief of Police)**	$
• **After Hours Fee $37.50/hr. per officer (determined by chief of Police)**	$
☐ **Community Hall Fees**	
• **Nonprofit groups $44.00/day plus ($2.64) 6% use tax**	$
• **City Residents, Groups, & Local Government $165.25 plus ($9.92) 6% use tax**	$
• **Non-City Residents, & Groups $330.50 plus ($19.83) 6% use tax**	$
• **A $150.00 deposit required; refundable if rental agreement requirements are completed**	
The council can waive a portion of the fee or set a monthly use fee for groups desiring to use the hall and a set schedule for a class or multi-day event	$
☐ **Temporary Noise Ordinance Application / Noise Variance. $52.50 profit, $26.25 non-profit, $15.75 student**	$ 26.25
☐ **Event Checklist Fee** ($52.50 profit; $26.25 non-profit; $15.75 student)	$ 26.25
TOTAL:	$ 369.50

ICPD & EMS Use Only

Number of daytime officer hours needed @$25/hr .....

Number of After-Hours officer hours needed @$37.5/hr .....

	YES	NO
Is this Event Checklist Security & EMS Plan approved by ICPD?	☐	☐
Is this Event Checklist Security & EMS Plan approved by EMS?	☐	☐

Chief of Police, City of Idaho City

Emr 01

EMS

Boise County Sheriff's Office (if applicable)

Idaho City Fire Protection District (if applicable)

Office Use Only

	YES	NO
Event Checklist application fee collected? Card ☐ Cash ☐ Check ☑ Receipt # LK#515	☑	☐
All applicable fees collected?	☑	☐
Have all applicable attachments been received and reviewed?	☐	☐
Is this Special Event Plan approved?	☐	☐
Alcohol variance approved? NA ☐	☐	☐
Noise variance approved, & fee collected? Card ☐ Cash ☐ Check ☑ Receipt #LK#515 NA ☐	☐	☐

EC Application #: 2026-13 **Date of Approval:**

Special Comments/Instructions

City Clerk

Parks Director (if applicable)

You must keep a copy of your approval event checklist on hand at your event

City of Idaho City Seal

For Questions or to Submit:
Contact the Idaho City Clerk's Office
Monday-Thursday 8:00am to 5:00pm
Friday 9:00am to 3:00pm
511 Main St. Idaho City, ID 83631
PO Box 130, Idaho City, ID. 83631
(208) 392-4584
idahocityclerk@cityofic.org
idahocityoffice@cityofic.org

Contact Information:

Idaho City Historical Foundation: Phone: (208)-392-4550 Email: president@idahocityhf.org

Idaho City Police Department: Chief Brent Watson Phone: 208-392-4596 Email: idahocitypd.194@cityofic.org

East Boise County Ambulance District: Phone: (208) 392-6644 Email: ebcaddirector@co.boise.id.us

OFFICE USE ONLY

Rodeo Grounds Walk Through:

Initial walk through performed with public works? ☐ YES ☐ NO
Comments: _____

_____

Final walk through performed with Public Works? ☐ YES ☐ NO
Comments: _____

_____

After event comments:

Was the site cleaned up properly in a timely fashion? ☐ YES ☐ NO

Comments: _____

_____

_____

_____

Did the event sponsor meet all of their obligations and responsibilities? ☐ YES ☐ NO

Comments: _____

_____

_____

_____

Should this party be allowed to use the city property again? ☐ YES ☐ NO

Comments: _____

_____

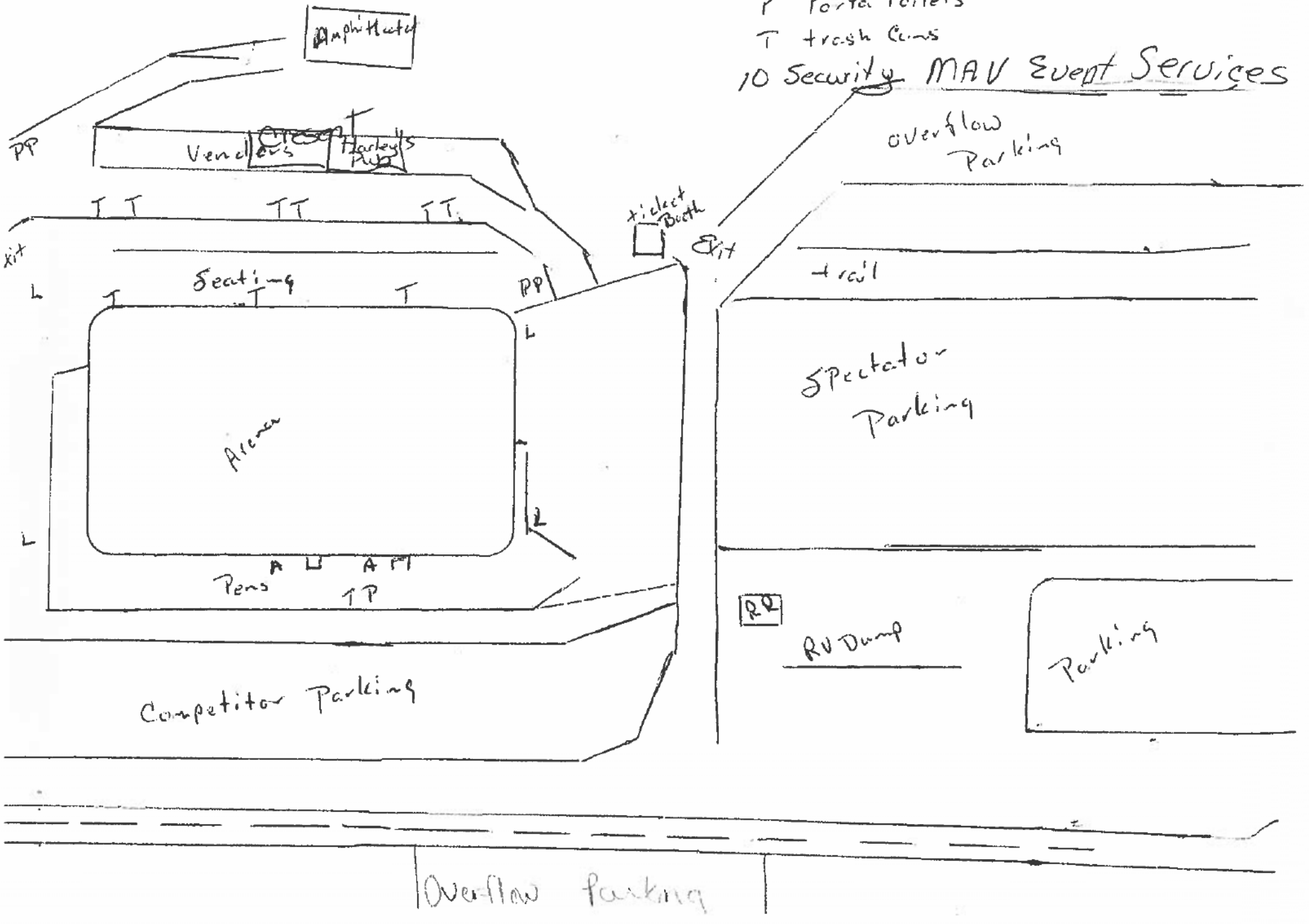
_____

_____

Signed: _____

Jack Pine Site Map

L - Light Towers
A Amplified Speakers
P Porta toilets
T trash Cans
10 Security MAV Event Services



2026 Jack Pine Round Up Vendors

World's Best Corndog
Peterson's Lemonade
Crescent Brewery
Harley's Pub
Tony's Tamales & Catering
Mad Mac
Mikey's Kettle Corn
Mae's Bakery LLC
Face Painting by Luisa Art Murray
Holy O's Donuts

City of Idaho City

511 Main St. | PO Box 130 | Idaho City, ID 83631 | Phone (208) 392-4584
www.idahocity.municipalimpact.com
idahocityclerk@cityofic.org | idahocityoffice@cityofic.org | 4cityfolk@cityofic.org

Temporary Noise Ordinance Application Variance Request

- Idaho City code 5-6-8 allows for a person or entity to apply for a Temporary Noise Ordinance Waiver for an activity or event. If granted, the noise waiver may be extended to no later than midnight with the exception of New Years, which will extend to one o'clock (1:00) A.M. New Years Day.
- Applications must be submitted at least 30 days in advance of the date of the activity or event. There is a non-refundable application fee ($52.50 for profit, $26.25 non-profit, $15.75 student). Payment must be received within 3 business days, or the application will be denied.

Application

- **Date for Temporary Noise Ordinance Waiver:** Aug 28th + 29th
- **Applicant's First and Last Name:** Jack Pine Roundup / Jackie Bridwell President
- **Phone:** [redacted]
- **Applicant Email:** [redacted]

Event Information

- **Location of Event / Activity:** Jim Haswell Arena
- **Event / Activity Time frame:** Bulls Bronc's & Barrels Fri - Sat 6:00pm - 12:00

Noise Waiver requests shall not extend past midnight.

- **Description of Event / Activity-** Please describe in detail the proposed activity and note any amplified or live music or sound planned.

Rodeo and Speakers for Announcer and Music
No Live Music

Acknowledgment

- *I acknowledge under penalty of law that the information contained in this Waiver application is true and correct to the best of my knowledge. I understand that applying for a Waiver does not grant me an exemption from the noise ordinance unless the Waiver is granted by the Idaho City, City Council. I understand that if granted, this Waiver can be revoked at any time by law enforcement if the event or activity is deemed to be disturbing the peace of the surrounding neighborhood. I understand this Waiver must be kept at the location of the event or activity and displayed to law enforcement upon demand. I agree to abide by any conditions or restrictions required by the City. I acknowledge that this permit relates only to the noise ordinance, and I may need additional permits for other uses conducted on the property during the event or activity.*

☒ I have read the Acknowledgement Section

Signature: Jackie Bridwell Date: 7/7/26

For Pay Date = 07/22/26, Cash - Checking
* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund	Org	Acct	Object	Proj	Cash Account
3698	28403S	179 WEX BANK	2,113.40								
1		113527991 06/30/26 Fuel	117.19			20	43200		480		10100
2		113527991 06/30/26 Fuel	390.66			51	43400		480		10100
3		113527991 06/30/26 Fuel	273.46			52	43500		480		10100
4		113527991 06/30/26 Law Fuel	1,332.09*			10	42100		480		10100
3699	28404S	10 ANALYTICAL LABORATORIES, INC	3,295.00								
1		2605088 06/30/26 Wastewater Monitoring	3,295.00			52	43500		683		10100
3700	28405S	121 DIGLINE	37.05								
1		0079959 06/30/26 Monthly services	25.93*			51	43400		630		10100
2		0079959 06/30/26 Monthly services	11.12			52	43500		630		10100
3701	28406S	115 CORE & MAIN	4,118.42								
1		49917 07/01/26 Valve wrench	57.70*			51	43400		630		10100
2		52466 07/14/26 Meter pits	2,218.99*			51	43400		630		10100
3		51030 07/08/26 Water parts	1,841.73*			51	43400		630		10100
3702	28407S	6 MILLER ENTERPRISES	184.93								
1		14933 07/10/26 Monthly services	64.73			10	41500		341		10100
2		14933 07/10/26 Monthly services	73.97			51	43400		341		10100
3		14933 07/10/26 Monthly services	46.23			52	43500		341		10100
3703	28408S	21 IDAHO POWER	3,321.99								
1		07/01/26 act#2202974826 commercial rd	11.39			20	43200		672		10100
2		07/01/26 act#2204647370 elk crk/placer	11.39			20	43200		672		10100
3		07/01/26 act#2205733500 street lights	512.99			20	43200		672		10100
4		07/01/26 act#2206173730 city shop	18.19			20	43200		675		10100
30%											
5		07/01/26 act#2206173730 city shop	29.70			51	43400		671		10100
49%											
6		07/01/26 act#2206173730 city shop	12.73			52	43500		671		10100
21%											
7		07/05/26 act#2201668064 amphitheater	31.07			10	41500		930		10100
8		07/05/26 acc#2203080029 hw 21 rodeo are	26.80			10	41500		930		10100
9		07/05/26 acc#2202255424 skating rink	25.84			10	41500		930		10100
10		07/05/26 acc#2220462101 220 hw 21 lift	28.75			52	43500		671		10100
11		07/05/26 acc#2205377613 hill rd booster	180.87			51	43400		671		10100
12		07/05/26 acc#2221325844 water tank	107.83			51	43400		671		10100
13		07/05/26 acc#2204493726 3945 hw 21 PH	97.02			51	43400		671		10100
14		07/05/26 acc#2202137416 city pumps	0.00			51	43400		671		10100
15		07/05/26 acc#2202808321 water treatment	1,070.88			51	43400		671		10100
16		07/05/26 acc#2206171999 city hall	59.18			10	41500		670		10100
50%											

For Pay Date = 07/22/26, Cash - Checking
* ... Over spent expenditure

Claim Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund	Org	Acct	Object	Proj	Cash Account
17	07/05/26	acc#2206171999 city hall	41.43			51	43400		671		10100
35%											
18	07/05/26	acc#2206171999 city hall	17.75			52	43500		671		10100
15%											
19	07/05/26	acc#2205634021 207 w comm/emer	25.84			20	43200		672		10100
20	07/05/26	acc#2206002632 ballfields RR	32.05			10	41500		930		10100
21	07/05/26	acc#2204467670 rodeo gnd RR	32.32			10	41500		930		10100
22	07/05/26	acc#2207091329 3847 hw 21 SP	426.02			52	43500		671		10100
23	07/05/26	acc#2204805382 community hall	275.93			10	41500		673		10100
24	07/05/26	acc#2204647305 main & hw21 VC	101.97			10	41500		674		10100
25	07/05/26	acc#2207764602 3861 HWY 21 RO	144.05			51	43400		671		10100
3704	28409S	61 HOME DEPOT CREDIT SERVICES	140.37								
Shop Supplies											
Shop Supplies											
1	2119179	06/23/26 Landscape rake	15.81*			20	43200		612		10100
2	2119179	06/23/26 Landscape rake	57.98*			51	43400		612		10100
3	2119179	06/23/26 Landscape rake	31.62*			52	43500		612		10100
4	6024283	06/29/26 Cables	5.24*			20	43200		612		10100
5	6024283	06/29/26 Cables	19.23*			51	43400		612		10100
6	6024283	06/29/26 Cables	10.49*			52	43500		612		10100
3705	28410S	193 ANATEK LABS, INC	375.00								
1	2618288	07/13/26 Water tests	375.00			51	43400		601		10100
3707	28411S	202 NANCY KEETON	258.08								
1		05/28/26 Mileage - water trailer pickup	226.71			51	43400		450		10100
2	5850637	06/25/26 Wireless Microphone	29.59			10	41500		305		10100
3	5850637	06/25/26 Sales tax	1.78*			10	41500		590		10100
3708	28412S	309 Corporate Technologies, LLC	795.00								
IT Services											
IT Services											
1	242447	07/15/26 M365 Backup	11.25*			10	41500		350		10100
2	242447	07/15/26 M365 Backup	37.50*			51	43400		350		10100
3	242447	07/15/26 M365 Backup	26.25*			52	43500		350		10100
4	243210	07/15/26 IT Services	108.00*			10	41500		350		10100
5	243210	07/15/26 IT Services	360.00*			51	43400		350		10100
6	243210	07/15/26 IT Services	252.00*			52	43500		350		10100

# of Claims 10 Total: 14,639.24

Fund/Account	Amount
10 GENERAL FUND	
10100 Checking-Cash in Bank	2,132.60
20 STREET FUND	
10100 Checking-Cash in Bank	718.04
51 WATER FUND	
10100 Checking-Cash in Bank	7,357.18
52 SEWER FUND	
10100 Checking-Cash in Bank	4,431.42
Total:	**14,639.24**

Ciy of Idaho City
PO Box 130
511 Main Street
Idaho City. Idaho 83631-0130

CASH VOUCHERS

Authorized by: _____ Date: _____

NOTICE IS HEREBY GIVEN that the City Council of the City of Idaho City, Idaho, will hold a public hearing on proposed Ordinance No. 395, an ordinance amending the Idaho City Code to allow the keeping of chickens within city limits under limited conditions; prohibiting roosters; requiring chickens to be kept in an enclosed structure; establishing minimum space requirements; limiting the number of chickens per parcel; providing for nuisance and sanitation standards; providing for enforcement; providing for severability; and providing an effective date.

The public hearing will be held on the 22nd day of July, 2026, at 6pm., at Idaho City Hall, 511 Main Street, Idaho City, Idaho, or such other location as may be designated by the City.

At the public hearing, all interested persons will be given an opportunity to appear and be heard regarding the proposed ordinance. Written comments may be submitted to the City Clerk prior to the hearing at Idaho City Hall, 511 Main Street, Idaho City, Idaho.

A copy of the proposed ordinance is available for public inspection at Idaho City Hall during regular business hours.

Short Summary of Ordinance No. 395

Ordinance No. 395 adopts the current Idaho building codes for the City of Idaho City, based on the 2018 International Building Code and related state-adopted codes. The ordinance is intended to promote public health, safety, welfare, accessibility, consistency, and orderly construction standards within the City.

The ordinance incorporates by reference the applicable Idaho building, residential, energy conservation, existing building, mechanical, fuel gas, fire, plumbing, and electrical codes, including Idaho-specific amendments. It requires the City to keep at least one copy of the adopted codes or information on where they may be reviewed available through the City Clerk or another designated official.

The City may administer and enforce these codes through a building official, City staff, contracted providers, or other authorized officials. Enforcement may include permits, plan review, inspections, approvals, certificates, and fees as allowed by law and established by City ordinance, resolution, fee schedule, or policy.

The ordinance also states that any appeals from building-code decisions will be heard by the Idaho City City Council rather than a separate board of appeals. Written appeals must be filed with the City Clerk within the time allowed by the applicable code, or within fourteen calendar days if no time is specified.

Finally, Ordinance No. 395 repeals conflicting prior ordinances only to the extent of the conflict, includes a severability clause, and becomes effective upon passage, approval, and publication according to law.

ORDINANCE NO. 395

AN ORDINANCE OF THE CITY OF IDAHO CITY, BOISE COUNTY, IDAHO, ADOPTING THE CURRENT IDAHO BUILDING CODES BASED ON THE 2018 INTERNATIONAL BUILDING CODE; PROVIDING FOR ADOPTION BY REFERENCE; PROVIDING FOR ADMINISTRATION, ENFORCEMENT, AND APPEALS TO THE CITY COUNCIL; ELIMINATING ANY BOARD OF APPEALS FOR PURPOSES OF THE ADOPTED CODES; PROVIDING FOR CONFLICTS, SEVERABILITY, REPEALER, AND AN EFFECTIVE DATE.

WHEREAS, the City of Idaho City is authorized under Idaho law to adopt and enforce building codes by ordinance when issuing building permits and performing building code enforcement activities; and

WHEREAS, Idaho Code Title 39, Chapter 41, known as the Idaho Building Code Act, provides for statewide minimum standards for building safety and establishes requirements for local government adoption and enforcement of building codes; and

WHEREAS, the State of Idaho has adopted the 2018 International Building Code, with Idaho amendments, together with related building, residential, energy conservation, existing building, mechanical, fuel gas, fire, plumbing, and electrical codes as applicable under state law; and

WHEREAS, the City Council finds that adoption of the current Idaho building codes will promote public health, safety, welfare, accessibility, consistency, and orderly administration of construction standards within the City.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF IDAHO CITY, IDAHO:

Section 1. Adoption of Codes.

The City of Idaho City hereby adopts by reference, as the building codes of the City, the current building codes adopted by the State of Idaho and administered or recognized under Idaho law, including the Idaho Building Code Act and applicable administrative rules, as the same may be amended from time to time by the State of Idaho.

The adopted codes include, without limitation and as applicable within the City, the 2018 International Building Code with Idaho amendments; the 2018 International Residential Code, Parts I, II, III, and IX, with Idaho amendments, collectively identified as the Idaho Residential Code, 2020 Edition; the 2018 International Energy Conservation Code with Idaho amendments, collectively identified as the Idaho Energy Conservation Code, 2020 Edition; the 2018 International Existing Building Code; the 2018 International Mechanical Code; the 2018

International Fuel Gas Code; the 2018 International Fire Code as administered by the Idaho State Fire Marshal; the applicable Idaho plumbing code; and the applicable Idaho electrical code.

Section 2. Incorporation by Reference.

The codes adopted in this ordinance are incorporated by reference as though fully set forth herein, including Idaho-specific amendments, revisions, exceptions, and limitations adopted by the State of Idaho. At least one copy of the adopted codes, or information identifying where the codes may be reviewed, shall be maintained or made available by the City Clerk or other designated City official as required by law.

Section 3. Administration and Enforcement.

The City may administer and enforce the adopted codes through its designated building official, City staff, contracted public or private providers, or other authorized officials, consistent with Idaho law and City ordinances. The City may require permits, plan review, inspections, approvals, certificates, and fees as authorized by law and as established by separate ordinance, resolution, fee schedule, or policy.

Section 4. Appeals to City Council.

Notwithstanding any provision of the adopted codes that would establish, require, or refer appeals to a Board of Appeals, Board of Building Appeals, or similar appellate body, the City of Idaho City hereby eliminates such board for purposes of administration and enforcement of the adopted codes. Any appeal authorized under the adopted codes or City code from an order, decision, determination, interpretation, or action of the building official or other authorized enforcement official shall instead be heard and decided by the Idaho City City Council.

An appeal shall be filed in writing with the City Clerk within the time allowed by the applicable code or, if no time is specified, within fourteen calendar days after the decision or action being appealed. The written appeal shall identify the decision being appealed, state the grounds for appeal, and include any supporting documents the appellant wants the City Council to consider.

The City Council shall hear the appeal at a public meeting or other proceeding conducted in accordance with applicable Idaho law and City procedures. The City Council may affirm, reverse, or modify the decision appealed, or may remand the matter for further review. The City Council's decision shall constitute the final administrative decision of the City unless otherwise provided by law.

Section 5. Local Amendments and Conflicts.

Any local amendments, administrative procedures, or enforcement provisions adopted by the City shall be consistent with Idaho law and shall provide at least an equivalent level of protection to the codes adopted by the State of Idaho where required. In the event of a conflict between this ordinance and mandatory provisions of Idaho law, Idaho law shall control.

Section 6. Existing City Ordinances.

This ordinance is intended to supplement and update the City's existing building permit and construction code provisions. All prior ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict only.

Section 7. Severability.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance, which shall remain in full force and effect.

Section 8. Effective Date.

This ordinance shall be in full force and effect upon passage, approval, and publication according to law.

PASSED BY THE CITY COUNCIL of the City of Idaho City, Idaho, this ____ day of _____, 20____.

APPROVED BY THE MAYOR of the City of Idaho City, Idaho, this ____ day of _____, 20____.

_____

Mayor

ATTEST:

_____

City Clerk

Short Summary of Ordinance No. 396

Ordinance No. 396 repeals and replaces Title 4, Chapter 4 of the Idaho City Code regarding recreational vehicles. The ordinance establishes updated rules for the occupancy, placement, storage, and servicing of recreational vehicles within city limits in order to protect public health, safety, sanitation, emergency access, utility systems, neighborhood character, and orderly property use.

Under the ordinance, recreational vehicles are generally treated as temporary living quarters rather than permanent homes. Unless otherwise allowed, an RV may be occupied on private property for no more than fourteen consecutive days and no more than twenty-eight total days within any six-month period. Longer occupancy may be allowed only in specific circumstances, such as approved temporary housing during construction or repair, occupancy in a lawful RV park or campground, or longer-term use with approved utilities and City compliance requirements.

All occupied RVs must meet placement and safety standards. They must be located entirely on private property, outside streets, alleys, sidewalks, rights-of-way, easements, drainage areas, and emergency access routes. RVs must comply with zoning setbacks and fire separation requirements, remain registered and operable when required by law, and may not be converted into permanent structures. Wastewater, sewage, gray water, and refuse must be disposed of only through approved sanitary facilities, and any City water or sewer connection must be approved and protected from freezing, leakage, backflow, damage, and unauthorized use.

The ordinance allows limited temporary RV occupancy during construction, remodeling, casualty repair, or other work to make a permanent dwelling habitable, if a valid permit or City approval has been issued and the use remains connected to that approved work. It also protects certain existing lawful RV housing uses that existed before the ordinance's effective date, provided the use does not expand, relocate, create a nuisance, or violate other laws.

Violations may be enforced through inspection, written notice, citation, civil enforcement, utility enforcement, nuisance abatement, or other remedies available under City Code or Idaho law. Property owners, RV owners, and occupants may be held responsible. Penalties begin as infractions, with fines up to fifty dollars for a first violation and up to one hundred dollars for a second violation within three years; a third or later violation within three years may be treated as a misdemeanor. The ordinance also includes savings, severability, and effective-date provisions.

CITY OF IDAHO CITY

ORDINANCE NO. 396

AN ORDINANCE OF THE CITY OF IDAHO CITY, BOISE COUNTY, IDAHO, REPEALING AND REPLACING TITLE 4, CHAPTER 4 OF THE IDAHO CITY CODE REGARDING RECREATIONAL VEHICLES; ESTABLISHING CLEAR DEFINITIONS, LIMITATIONS, EXCEPTIONS, STANDARDS FOR PLACEMENT AND USE, ENFORCEMENT PROCEDURES, PENALTIES, SEVERABILITY, SAVINGS, AND AN EFFECTIVE DATE.

WHEREAS, the City of Idaho City finds that recreational vehicles are designed and intended primarily for temporary travel, camping, recreation, and vacation use and are not generally constructed or regulated as permanent residential dwellings; and

WHEREAS, unregulated occupancy, placement, and servicing of recreational vehicles within city limits may create concerns related to sanitation, fire safety, emergency access, snow load, utility protection, neighborhood impacts, and the orderly development of residential property; and

WHEREAS, the City intends to provide clear, reasonable, and enforceable standards for temporary recreational vehicle use while preserving lawful existing uses and allowing limited temporary housing during construction or other approved circumstances;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF IDAHO CITY, IDAHO:

Section 1. REPEAL AND REPLACEMENT. Title 4, Chapter 4 of the City Code of Idaho City, currently known as the Short-Term Recreational Vehicle Use Ordinance, is hereby repealed and replaced in its entirety as set forth below.

Section 2. TITLE 4, CHAPTER 4 CREATED. A new Chapter 4 of Title 4 of the City Code of Idaho City shall read as follows:

4-4-1: SHORT TITLE. This chapter shall be known as the "Recreational Vehicle Use Ordinance."

4-4-2: PURPOSE. The purpose of this chapter is to regulate the occupancy, placement, storage, and servicing of recreational vehicles within the city limits in order to protect public health, safety, sanitation, emergency access, utility systems, neighborhood character, and the orderly use of property.

4-4-3: DEFINITIONS. For purposes of this chapter, the following terms shall have the meanings stated below:

Occupancy or Occupied: The use of a recreational vehicle for sleeping, living, cooking, eating, bathing, working, or any other human habitation purpose, whether temporary or continuing.

Recreational Vehicle or RV: A vehicle, trailer, camper, motor home, fifth wheel, camping trailer, travel trailer, truck camper, park model recreational vehicle, or similar unit, whether self-propelled or towable, that is designed primarily as temporary living quarters for travel, camping, recreation, or seasonal use. The term does not include a manufactured home, mobile home, or other dwelling approved for permanent residential occupancy under applicable law.

Stored Recreational Vehicle: A recreational vehicle parked or kept on property that is not occupied, not connected for habitation, and not being used for sleeping, living, cooking, or other human habitation.

4-4-4: GENERAL RULE. Except as expressly allowed by this chapter, no person shall occupy, allow occupancy of, place, connect, or maintain a recreational vehicle as a dwelling or living accommodation within the city limits.

A recreational vehicle may be occupied on private property for not more than fourteen (14) consecutive days and not more than twenty-eight (28) total days in any six (6) month period, unless a longer period is expressly authorized under this chapter or the recreational vehicle is located within a lawfully approved recreational vehicle park, campground, or mobile home park where such use is permitted.

4-4-5: STANDARDS FOR ALL OCCUPIED RECREATIONAL VEHICLES. Any recreational vehicle lawfully occupied under this chapter shall comply with all of the following standards:

A. The recreational vehicle shall be located entirely on private property and shall not be placed in a public street, alley, sidewalk, right-of-way, utility easement, drainage easement, or area needed for emergency access.

B. The recreational vehicle shall comply with applicable zoning setbacks, fire separation requirements, and any other placement requirements of the City Code.

C. The recreational vehicle shall maintain current registration, licensing, and operable condition if registration is required by law, and shall not be set on blocks, have its wheels or running gear removed, or otherwise be converted into a permanent structure.

D. Wastewater, gray water, sewage, and refuse shall be disposed of only through approved sanitary facilities. No person shall discharge, drain, or allow the release of sewage, gray water, wastewater, or other waste onto the ground, into streets, ditches, storm drains, waterways, or any unapproved location.

E. Any connection to City water or sewer service shall be approved by the City and shall be protected from freezing, leakage, cross-connection, backflow, damage, and unauthorized use.

F. During the months of October through May, the owner or occupant shall take reasonable measures to prevent unsafe accumulation of snow or ice on or around the recreational vehicle and to maintain safe access for emergency responders.

4-4-6: TEMPORARY USE DURING CONSTRUCTION OR REPAIR. A recreational vehicle may be occupied as temporary housing on the same property where a permitted permanent dwelling is being constructed, substantially remodeled, repaired after casualty damage, or otherwise made habitable, provided that:

A. A valid building permit or other City approval has been issued for the permanent dwelling or repair work;

B. The permanent dwelling is not habitable or not yet available for occupancy;

C. The recreational vehicle is occupied only by the property owner, tenant, contractor, or person directly associated with the construction, repair, or remodeling work;

D. The temporary use shall not continue beyond the expiration, suspension, revocation, or completion of the applicable permit or approval, unless extended in writing by the City Council or its designee; and

E. All standards in Section 4-4-5 are met.

4-4-7: LONGER-TERM OCCUPANCY WITH APPROVED UTILITIES. A recreational vehicle may be occupied for a period longer than allowed in Section 4-4-4 only when all of the following conditions are satisfied:

A. The recreational vehicle is connected to City water and sewer service through City-approved connections, or to other lawful utility service approved by the City where City service is not available;

B. The use complies with zoning, building, fire, utility, nuisance, and health requirements applicable to the property; C. The recreational vehicle remains mobile, registered where required, and in safe and operable condition; D. The recreational vehicle is not located in a right-of-way, easement, drainage area, or access route; and E. The City may require written approval, inspection, or documentation confirming compliance with this chapter.

4-4-8: EXISTING LAWFUL OCCUPANCY. A recreational vehicle lawfully used as permanent housing before the effective date of this ordinance may continue in the same location and under the same conditions existing on that date, provided that the use does not expand, relocate to another property, create a public nuisance, or violate other applicable law. This protection shall terminate upon abandonment, relocation, change of use, issuance of an occupancy permit for a permanent dwelling on the property, or replacement with a different unit unless approved by the City.

4-4-9: PROHIBITED CONDITIONS. No person shall occupy, permit occupancy of, or maintain a recreational vehicle under any condition that creates a nuisance, unsafe structure, fire hazard, sanitation hazard, obstruction of emergency access, illegal utility connection, unlawful discharge of waste, or violation of any other provision of the City Code.

4-4-10: ENFORCEMENT. The City may enforce this chapter through inspection, written notice of violation, citation, civil enforcement, utility enforcement, nuisance abatement, or any other remedy available under the City Code or Idaho law. The owner of the property, the owner of the recreational vehicle, and any person occupying or permitting occupancy of the recreational vehicle may each be held responsible for a violation.

4-4-11: PENALTIES. A first violation of this chapter shall be an infraction punishable by a penalty not to exceed fifty dollars ($50). A second violation within three (3) years shall be an infraction punishable by a penalty not to exceed one hundred dollars ($100). A third or subsequent violation within three (3) years shall be a misdemeanor punishable as provided by Idaho law. Each twenty-four (24) hour period that a violation continues shall constitute a separate violation.

4-4-12: COMPLIANCE WITH BUILDING CODES AND OTHER REGULATIONS. Nothing in this chapter shall be construed to waive, modify, or supersede any requirement of the building codes, fire codes, zoning regulations, floodplain regulations, utility standards, public health requirements, or other regulations adopted by the City, including the 2018 International Building Code as adopted and amended by the City or the State of Idaho, where applicable.

Section 3. SAVINGS CLAUSE. The repeal or replacement of any prior ordinance shall not affect any enforcement action, penalty, violation, right, duty, or liability that accrued before the effective date of this ordinance.

Section 4. SEVERABILITY. If any section, sentence, clause, phrase, or portion of this ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 5. EFFECTIVE DATE. This ordinance shall be in full force and effect upon passage, approval, and publication according to law.

PASSED BY THE COUNCIL of the City of Idaho City this day of 2026.

APPROVED BY THE MAYOR of the City of Idaho City this day of 2026.

_____

Ryan Heffingtom, Mayor

ATTEST:

_____

Nancy L Keeton, City Clerk

Short Summary of Ordinance No. 397

Ordinance No. 397 establishes review requirements and development standards for formula businesses and large-scale commercial businesses in Idaho City. Its purpose is to preserve the City's small-town and historic character while allowing compatible commercial development.

The ordinance applies to businesses such as chain, franchise, or standardized commercial operations, as well as larger commercial uses that may affect the historic district, surrounding neighborhoods, traffic, pedestrian safety, public services, or City infrastructure. These businesses must obtain required City approvals and may be approved only after written findings show that the proposal is compatible with Idaho City's scale, design, infrastructure capacity, traffic conditions, pedestrian safety, and community character.

Before approval, the City may review building size, site layout, signage, exterior design, hours of operation, deliveries, parking, traffic circulation, utilities, lighting, landscaping, noise, and other site or operational features. The City may impose reasonable conditions to reduce impacts and protect public health, safety, welfare, infrastructure, and historic character.

The ordinance does not apply to complete applications already pending before its effective date unless they are materially changed, and it does not prohibit ordinary repair, maintenance, or interior improvements that do not establish, expand, relocate, or substantially alter a regulated business. Violations may be enforced through permit denial or revocation, stop work orders, civil enforcement, injunctive relief, or other lawful remedies.

CITY OF IDAHO CITY, STATE OF IDAHO

ORDINANCE NO. 397

AN ORDINANCE OF THE CITY OF IDAHO CITY, BOISE COUNTY, IDAHO, ESTABLISHING REVIEW REQUIREMENTS AND DEVELOPMENT STANDARDS FOR FORMULA BUSINESSES AND LARGE-SCALE COMMERCIAL BUSINESSES; DEFINING TERMS; PROVIDING PURPOSE, FINDINGS, APPLICABILITY, REVIEW PROCEDURES, APPROVAL CRITERIA, CONDITIONS, EXEMPTIONS, ENFORCEMENT, SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.

WHEREAS, the City of Idaho City is a unique small-town community with a central historic district, and its existing commercial uses are predominantly locally based and small scale;

WHEREAS, the City's roads, water system, sewer system, and related public infrastructure are in the process of being upgraded, replaced, or evaluated to adequately support current and future uses;

WHEREAS, the City has received substantial public comment from residents and local businesses expressing concern that formula businesses and large-scale commercial development may affect community character, the historic downtown, traffic circulation, pedestrian safety, infrastructure capacity, and the scale of existing commercial areas;

WHEREAS, the City Council finds that reasonable land use regulations for formula businesses and large-scale commercial businesses are necessary to protect the public health, safety, and welfare while allowing compatible commercial activity within the City;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF IDAHO CITY, IDAHO:

Section 1. Purpose and Intent

The purpose of this ordinance is to preserve Idaho City's small-town and historic character, promote compatible commercial development, protect public infrastructure and pedestrian safety, and establish clear review standards for formula businesses and large-scale commercial businesses.

Section 2. Definitions

Formula business means a retail, service retail, vending service retail, restaurant, fast food, coffee shop, or similar commercial business that is required by contractual,

franchise, corporate, trademark, or other arrangement to maintain standardized services, merchandise, menus, ingredients, food preparation, employee uniforms, decor, logos, architecture, signs, color schemes, trade dress, or similar standardized features.

Large-scale commercial business means a commercial use, building, or development that may materially affect the character of Idaho City, the historic district, surrounding neighborhoods, public infrastructure, traffic circulation, or pedestrian safety because of one or more of the following factors: gross floor area, site area, traffic generation, parking demand, delivery activity, hours of operation, utility demand, public service demand, or regional market draw.

Regulated business means a formula business, a large-scale commercial business, or a business that meets both definitions.

Section 3. Applicability

This ordinance applies to any application for a building permit, zoning approval, business license, development permit, conditional use permit, design review approval, subdivision approval, or other City approval that involves the establishment, construction, expansion, relocation, or substantial alteration of a regulated business within the City limits.

Section 4. Review Requirement for Regulated Businesses

A regulated business shall not be approved, established, constructed, expanded, relocated, or substantially altered unless the applicant obtains all required City approvals and demonstrates compliance with this ordinance and all applicable provisions of the Idaho City Code.

A regulated business is subject to discretionary review and may be approved only upon written findings that the proposed use is compatible with Idaho City's historic character, small-scale development pattern, infrastructure capacity, traffic conditions, pedestrian safety, and applicable development standards.

Section 5. Review Procedure

Applications subject to this ordinance shall be reviewed under the applicable review process established by the Idaho City Code. If no specific process applies, the application shall be referred to the Planning and Zoning Commission for recommendation and to the City Council for final decision.

Section 6. Approval Criteria

Before approving an application subject to this ordinance, the approving body shall make written findings addressing whether the proposed regulated business:

1. Is compatible with the scale, massing, design, materials, signage, and historic development pattern of Idaho City;
2. Will preserve and enhance the City's small-town character and historic district;
3. Will not create traffic, parking, delivery, pedestrian safety, or circulation impacts that exceed the capacity of existing or planned infrastructure;
4. Will not create water, sewer, stormwater, road, public safety, or other public service demands that exceed available capacity;
5. Is designed and operated at a scale that is compatible with surrounding commercial areas and nearby residential or civic uses;
6. Avoids or sufficiently modifies standardized architecture, signage, lighting, color schemes, or site design that would be incompatible with community character;
7. Includes mitigation measures, as needed, such as design modifications, operational limits, infrastructure improvements, traffic controls, parking management, delivery restrictions, lighting controls, or other conditions necessary to protect the public health, safety, and welfare.

Section 7. Conditions of Approval

The approving body may impose reasonable conditions necessary to ensure compliance with this ordinance and applicable City standards, including limitations or requirements related to building size, site layout, signage, exterior design, hours of operation, delivery schedules, parking, traffic circulation, utility connections, landscaping, lighting, noise, and other site or operational features.

Section 8. Exemptions

This ordinance shall not apply to a permit or application that the City determines was complete and pending before the effective date of this ordinance, unless the application is materially amended after the effective date. A material amendment includes a change in use, building size, site layout, traffic circulation, parking demand, utility demand, signage, exterior design, or other feature that may affect the findings required by this ordinance. This ordinance shall not prohibit ordinary repair, maintenance, or interior improvements that do not establish, expand, relocate, or substantially alter a regulated business.

Section 9. Enforcement

Any establishment, construction, expansion, relocation, substantial alteration, operation, or approval undertaken in violation of this ordinance is unlawful. The City may enforce this ordinance by any remedy available under the Idaho City Code, state law, or equity, including permit denial, permit revocation, stop work order, civil enforcement, injunctive relief, or other lawful remedy.

Section 10. Severability

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 11. Conflict

If a conflict exists between this ordinance and any other ordinance, resolution, policy, or order of the City of Idaho City, the more restrictive provision shall control unless otherwise required by law.

Section 12. Effective Date

This ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

PASSED BY THE COUNCIL of the City of Idaho City this ____ day of _____, 2026.

APPROVED BY THE MAYOR of the City of Idaho City this ____ day of _____, 2026.

_____

Mayor

ATTEST:

_____

City Clerk

Short Summary of Ordinance No. 398

Ordinance No. 398 updates and restates Idaho City's business license regulations. It brings together rules for businesses, occupations, vendors, mobile food vendors, temporary merchants, sponsored events, formula businesses, large-scale commercial businesses, RV parks, and mobile home parks into one updated chapter.

The ordinance requires businesses and vendors to obtain all required City licenses, permits, approvals, inspections, and applicable state or federal approvals before operating in Idaho City. Applications must be submitted to the City Clerk with the required fee, and licenses generally run from the date issued through December 31 of the same year. Annual renewals are required during December.

Mobile food vendors and temporary merchants must provide required health, fire, registration, property owner, event, or location approvals before operating. Formula businesses and large-scale commercial businesses may require additional review to ensure they are compatible with Idaho City's historic character, small-town scale, infrastructure capacity, traffic circulation, pedestrian safety, and development standards.

Licenses must be visibly posted, cannot be transferred, and may be denied, suspended, revoked, or not renewed for violations, false information, failure to maintain required approvals, nuisance conditions, or conduct affecting public health, safety, peace, or welfare. Violations may be enforced through license denial or revocation, stop work orders, civil enforcement, injunctions, or other lawful remedies.

ORDINANCE NO. 398

AN ORDINANCE OF THE CITY OF IDAHO CITY, BOISE COUNTY, IDAHO, AMENDING AND RESTATING TITLE 3, CHAPTER 1 OF THE IDAHO CITY CODE RELATING TO BUSINESS, OCCUPATION, VENDOR, MOBILE FOOD, TEMPORARY MERCHANT, FORMULA BUSINESS, AND LARGE-SCALE COMMERCIAL BUSINESS LICENSING; INCORPORATING THE CLERK-ISSUANCE AMENDMENTS ADOPTED BY ORDINANCE NO. 355; ESTABLISHING APPLICATION, RENEWAL, QUALIFICATION, REVIEW, APPROVAL, CONDITION, REVOCATION, ENFORCEMENT, SEVERABILITY, REPEALER, CONFLICT, AND EFFECTIVE DATE PROVISIONS; AND PROVIDING FOR RELATED MATTERS.

Findings and Purpose

WHEREAS, Ordinance No. 273 established licensing requirements for occupations, businesses, vendors, carnivals, public entertainment, and sponsored events within Idaho City; and

WHEREAS, Ordinance No. 355 amended business license procedures to authorize the City Clerk to issue business and vendor licenses upon receipt of a complete application and required fee; and

WHEREAS, the City Council desires to modernize the City's business license ordinance so that local businesses, vendors, temporary merchants, mobile food vendors, sponsored events, formula businesses, and large-scale commercial businesses are addressed in a coordinated and understandable manner; and

WHEREAS, Idaho City has a unique small-town character and historic downtown, and the City finds that reasonable licensing and review standards are necessary to protect public health, safety, welfare, traffic circulation, pedestrian safety, public infrastructure, and community character while allowing compatible commercial activity.

Section 1. Definitions

For purposes of this Chapter, the following terms shall have the meanings set forth below unless the context clearly requires otherwise.

Business means the retail, wholesale, service, professional, commercial, or other provision of goods, merchandise, food, beverages, services, lodging, short-term or long-term occupancy, recreational vehicle spaces, mobile home spaces, entertainment, or

similar activity for compensation or profit within the City, including RV parks and mobile home parks.

RV park or mobile home park means any property, premises, development, or portion thereof used or intended to be used for the placement, occupancy, rental, lease, or accommodation of recreational vehicles, travel trailers, campers, mobile homes, manufactured homes, tiny homes on wheels, or similar units, whether for short-term or long-term occupancy, for compensation or profit.

Mobile food vendor means a food truck, food trailer, cart, stand, or other readily movable unit from which prepared food or beverages are sold or offered for sale, whether located on public property, private property, or as part of a sponsored event.

Vendor or temporary merchant means any person who offers goods, food, beverages, merchandise, or services for sale from a stand, booth, tent, table, vehicle, mobile unit, temporary location, public place, private property, open ground, or by door-to-door solicitation within the City.

Formula business means a retail, service retail, vending service retail, restaurant, fast food, coffee shop, or similar commercial business that is required by contractual, franchise, corporate, trademark, or other arrangement to maintain standardized services, merchandise, menus, ingredients, food preparation, employee uniforms, decor, logos, architecture, signs, color schemes, trade dress, or similar standardized features.

Large-scale commercial business means a commercial use, building, or development that may materially affect the character of Idaho City, the historic district, surrounding neighborhoods, public infrastructure, traffic circulation, or pedestrian safety because of gross floor area, site area, traffic generation, parking demand, delivery activity, hours of operation, utility demand, public service demand, regional market draw, or similar factors.

Section 2. License Required

It shall be unlawful for any person to engage in, operate, conduct, advertise, or carry on any business, occupation, vendor activity, temporary merchant activity, mobile food vending, RV park, mobile home park, carnival, public entertainment, sponsored event, formula business, or large-scale commercial business within the City without first obtaining all licenses, permits, approvals, and inspections required by the City, state law, federal law, and this Chapter.

A City business or vendor license does not authorize any activity that is prohibited by zoning, building, fire, health, right-of-way, traffic, parking, sign, nuisance, or other applicable law.

Section 3. Application, Issuance, and Term

Applications shall be submitted in writing on a form approved by the City Clerk, signed and sworn by the applicant, and accompanied by the fee established by resolution of the Mayor and Council.

The City Clerk shall issue a business or vendor license upon receipt of a complete application in the required form and manner, payment of the required fee, and proof that the applicant has obtained all licenses, permits, inspections, and approvals required by federal, state, local, health, fire, building, zoning, or other applicable law.

The initial business license shall be effective from the date of issuance through December 31 of the same calendar year, unless sooner suspended, revoked, or otherwise terminated as provided by law. License fees are nonrefundable and are not prorated unless otherwise established by resolution.

Section 4. Renewal

During December of each year, each business licensee shall submit a renewal application to the City Clerk on a form provided by the Clerk for the next calendar year. The Mayor and Council shall establish business license renewal fees by resolution. The City Clerk shall approve a business license renewal upon payment of the fee and confirmation that the licensee remains in compliance with this Chapter and other applicable requirements.

Section 5. Mobile Food Vendors, Food Trucks, and Temporary Merchants

Mobile food vendors, food trucks, food trailers, carts, stands, temporary merchants, and similar vendors shall obtain a City vendor license or other applicable City approval before operating within the City.

Before issuance, the applicant shall provide proof of any required state or county health approval, food establishment permit, fire inspection, vehicle or trailer registration, property owner authorization when operating on private property, and any right-of-way, park, event, or location approval required by the City.

The City may establish by resolution or administrative policy reasonable operational standards for mobile food vendors and temporary merchants, including location, hours, parking, traffic circulation, pedestrian clearance, waste disposal, grease disposal, noise, lighting, signage, generators, fire safety, insurance, and protection of public property.

Section 6. Formula Businesses and Large-Scale Commercial Businesses

A formula business, large-scale commercial business, or business meeting both definitions shall not be approved, established, constructed, expanded, relocated, substantially altered, or issued a business license unless the applicant obtains all required City approvals and demonstrates compliance with this Chapter and all other applicable provisions of the Idaho City Code.

Applications subject to this section shall be reviewed under the applicable process established by the Idaho City Code. If no specific process applies, the application shall be referred to the Planning and Zoning Commission for recommendation and to the City Council for final decision.

The approving body may approve the application only upon written findings that the proposed business is compatible with Idaho City's historic character, small-scale development pattern, infrastructure capacity, traffic conditions, pedestrian safety, and applicable development standards.

Section 7. Approval Criteria and Conditions

Before approving an application subject to discretionary review under this Chapter, the approving body shall make written findings addressing whether the proposed business:

- Is compatible with the scale, massing, design, materials, signage, and historic development pattern of Idaho City;
- Will preserve and enhance the City's small-town character and historic district;
- Will not create traffic, parking, delivery, pedestrian safety, or circulation impacts that exceed the capacity of existing or planned infrastructure;
- Will not create water, sewer, stormwater, road, public safety, or other public service demands that exceed available capacity;
- Is designed and operated at a scale compatible with surrounding commercial areas and nearby residential or civic uses;

- Avoids or sufficiently modifies standardized architecture, signage, lighting, color schemes, or site design that would be incompatible with community character; and
- Includes mitigation measures as needed to protect the public health, safety, and welfare.

The approving body may impose reasonable conditions related to building size, site layout, signage, exterior design, hours of operation, delivery schedules, parking, traffic circulation, utility connections, landscaping, lighting, noise, waste disposal, public safety, or other site or operational features necessary to ensure compliance with this Chapter.

Section 8. Posting, Transfer, Revocation, and Enforcement

All business and vendor licenses shall be posted in a prominent and visible location. Vendor licenses shall be posted on the booth, tent, table, vehicle, mobile unit, or other structure in a manner visible to the public.

Business and vendor licenses are valid only for the person or entity to whom they are issued and may not be sold, assigned, transferred, or conveyed. When a business changes ownership, a new application must be submitted to the City Clerk.

The City may deny, suspend, revoke, or refuse renewal of a license for fraud or misrepresentation, failure to comply with this Chapter, violation of any City ordinance or state or federal law, failure to maintain required permits or insurance, conduct creating a public nuisance, or conduct tending to endanger health, peace, safety, or the general welfare of the City.

Any violation of this Chapter is unlawful and may be enforced by any remedy available under the Idaho City Code, state law, or equity, including license denial, license revocation, stop work order, civil enforcement, injunctive relief, or prosecution as a misdemeanor where authorized by law.

Section 9. Severability

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 10. Repealer, Amendment, and Conflict

Ordinance No. 273, as amended by Ordinance No. 355, is hereby amended and restated to the extent set forth in this Ordinance. All ordinances, resolutions, policies, or parts thereof in conflict with this Ordinance are repealed or superseded to the extent of such conflict, unless otherwise required by law. Where another provision of the Idaho City Code imposes a more restrictive requirement, the more restrictive requirement shall control.

Section 11. Effective Date

This Ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

PASSED BY THE COUNCIL of the City of Idaho City this ____ day of _____, 2026.

APPROVED BY THE MAYOR of the City of Idaho City this ____ day of _____, 2026.

_____

Mayor

ATTEST:

_____

City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF IDAHO CITY, BOISE COUNTY, IDAHO, AMENDING THE IDAHO CITY CODE TO ALLOW THE KEEPING OF CHICKENS WITHIN CITY LIMITS UNDER LIMITED CONDITIONS; PROHIBITING ROOSTERS; REQUIRING CHICKENS TO BE KEPT IN AN ENCLOSED STRUCTURE; ESTABLISHING MINIMUM SPACE REQUIREMENTS; LIMITING THE NUMBER OF CHICKENS PER PARCEL; PROVIDING FOR NUISANCE AND SANITATION STANDARDS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Idaho City finds that limited keeping of chickens may be appropriate within city limits when conducted in a manner that protects neighboring properties, public health, sanitation, and the general welfare of the community; and

WHEREAS, the City Council finds that reasonable standards are necessary to regulate the number, housing, and maintenance of chickens within city limits; and

WHEREAS, the City Council desires to prohibit roosters within city limits due to noise and nuisance concerns;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF IDAHO CITY, IDAHO:

SECTION 1. AMENDMENT TO CITY CODE.

The Idaho City Code is hereby amended to add a new section, to be codified in the appropriate chapter relating to animals, livestock, zoning, or nuisances, as determined by the City Attorney and City Clerk, to read as follows:

SECTION _____. KEEPING OF CHICKENS WITHIN CITY LIMITS.

A. Chickens Allowed Under Limited Conditions.

The keeping of chickens within the city limits of Idaho City shall be allowed only when all requirements of this section are met.

B. Roosters Prohibited.

No rooster shall be kept, maintained, housed, or allowed on any parcel within the city limits.

C. Maximum Number of Chickens.

No more than twelve (12) chickens shall be kept on any one parcel within the city limits.

D. Enclosure Required.

All chickens shall be kept within a secure, enclosed structure, coop, pen, run, or other fully enclosed area designed to prevent the chickens from roaming at large and to protect the chickens from predators.

E. Minimum Space Requirement.

Any structure, coop, pen, run, or enclosed area used to keep chickens shall provide a minimum of two (2) square feet of enclosed space per chicken.

F. Chickens Not to Run at Large.

No owner or keeper of chickens shall allow chickens to run at large, enter upon neighboring property, enter public rights-of-way, or otherwise leave the parcel on which they are lawfully kept.

G. Sanitation and Maintenance.

All chicken enclosures shall be maintained in a clean, sanitary, and odor-controlled condition. Waste, bedding, and feed shall be managed in a manner that does not attract rodents, flies, predators, or other pests, and does not create a nuisance or health hazard.

H. Feed Storage.

Chicken feed shall be stored in a sealed, covered, and rodent-resistant container.

I. Nuisance Prohibited.

The keeping of chickens shall not create a nuisance, including but not limited to excessive noise, offensive odor, unsanitary conditions, attraction of pests, or interference with the reasonable use and enjoyment of neighboring property.

J. Slaughter Prohibited Within Public View.

No chicken shall be slaughtered outdoors or in any location visible from a public right-of-way or neighboring property.

K. Compliance With Other Laws.

The keeping of chickens shall comply with all applicable city ordinances, zoning requirements, nuisance provisions, and any applicable state or county health or animal regulations.

L. Enforcement.

Any violation of this section may be enforced as a violation of the Idaho City Code. The City may require removal of chickens, correction of noncompliant conditions, or other remedies allowed by law.

SECTION 2. SEVERABILITY.

If any section, subsection, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 3. EFFECTIVE DATE.

This ordinance shall be in full force and effect upon its passage, approval, and publication as required by law.

PASSED BY THE COUNCIL of the City of Idaho City this ____ day of _____, 2026.

APPROVED BY THE MAYOR of the City of Idaho City this ____ day of _____, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

AGREEMENT TO PROVIDE
LAW ENFORCEMENT PROTECTION

AGREEMENT, made between BOISE COUNTY, IDAHO, hereinafter referred to as the "LAW ENFORCEMENT," and the CITY OF IDAHO CITY, IDAHO, hereinafter referred to as the "MUNICIPALITY."

WITNESSETH:

WHEREAS, MUNICIPALITY desires to enter into a contract with LAW ENFORCEMENT for the performance of law enforcement protections within the corporate limits of said MUNICIPALITY, and

WHEREAS, LAW ENFORCEMENT agrees to render such services and protection under the terms and conditions set forth herein, and

WHEREAS, LAW ENFORCEMENT is authorized to enter into this agreement pursuant to Idaho Code Sections 31-604, 31-801, 31-802, 31-828, and 67-2332, and MUNICIPALITY is authorized to enter into this agreement pursuant to Idaho Code Sections 50-301, 50-606, 50-607, 50-209, and 67-2332;

NOW, THEREFORE, the parties hereto agree as follows:

1. APPOINTMENT. MUNICIPALITY appoints LAW ENFORCEMENT as its policemen as envisioned by Idaho Code 50-209 to enforce City and State laws within City boundaries, and thus confers municipal police authority on LAW ENFORCEMENT and its officers. This municipal police authority is in addition to the authority presently utilized by LAW ENFORCMENT, and shall not interfere with or limit LAW ENFORCEMENT's authority in any way.

2. LAW ENFORCEMENT PROTECTION. LAW ENFORCEMENT shall-employ, furnish, and supply all necessary personnel together with their equipment, supplies and supervision, vehicles and equipment with maintenance, jail and communication facilities, records and record keeping, and such other items as are reasonably necessary to provide law enforcement protection within the corporate limits of the MUNICIPLAITY, hereinafter referred to as the "protected area' under the following terms and conditions:

    a. LAW ENFORCMENT will provide protection services for the protected area twenty-four (24) hours each day. In addition, LAW ENFORCEMENT officers shall be on call, and respond to all portions of the protected area at all times. The level of service shall be at least the same basic level of service provided to the governing area of LAW ENFORCEMENT.

    b. The personnel used by LAW ENFORCEMENT to perform the law enforcement protection shall remain under the jurisdiction and control of LAW ENFORCEMENT while rendering the services and LAW

ENFORCEMENT shall maintain the standard of performance of such personnel.

c. The scope of the law enforcement protection shall be to enforce all of the state laws and municipal ordinances and to preserve the peace within the protected area.

d. All arrests made, or citations issued for misdemeanors or infractions that occur within the protected area shall be deemed MUNICIPALITY arrests and citations for the purpose of prosecution and distributions of penalties, fines, and forfeitures and all citation forms shall be marked accordingly. County officers will be sworn officers of MUNICIPALITY during the term of this agreement.

e. LAW ENFORCEMENT shall provide, upon request, MUNICIPALITY a written report quarterly, reporting LAW ENFORCEMENT activity related MUNCIPALITY. The report will include the type and number of incidents handled by LAW ENFORCEMENT and the number of citations issued by LAW ENFORCEMENT within the city limits of MUNICIPALITY and such additional items as reasonably requested by MUNICIPALITY. In addition, LAW ENFORCEMENT will provide the above mentioned report, in person, to the MUNICIPALITY, quarterly at their monthly council meeting as scheduled by the MUNICIPALITY.

f. Prosecution services for misdemeanor, infraction, and city ordinance violations originating within the MUNICIPALITY are expressly excluded from this agreement.

3. TRANSFER AND ACCEPTANCE OF PERSONNEL AND EQUIPMENT TO LAW ENFORCEMENT. It is agreed that MUNICIPALITY shall transfer the two currently employed MUNICIPALITY police officers and the Ford Explorer patrol vehicle, as surplus equipment under Idaho Code Section 67-5732A. It is agreed that LAW ENFORCEMENT shall accept the two MUNICIPALITY police officers with the wage and benefits as one LAW ENFORCEMENT corporal and one LAW ENFORCEMENT deputy. It is agreed to that LAW ENFORCEMENT shall also accept the Ford Explorer patrol vehicle.

4. EMPLOYEES OF LAW ENFORCEMENT. It is agreed that all employees of LAW ENFORCEMENT shall remain employees of LAW ENFORCEMENT for all purposes, including, but not limited to, the payment of wages and benefits and the coverage of insurance, including worker's compensation. It is agreed that the MUNICIPALITY shall not be liable for compensation or indemnity to any of the employees of LAW ENFORCEMENT for injuries or sickness arising out of the performance of LAW ENFORCEMENT protection of the protected area.

5. GENERAL LIABILITY.

a. *MUNICIPALITY's duties.* To the extent allowed by Idaho law, including

Article VIII, Section 4 of the Idaho Constitution and the Idaho Tort Claims Act (Idaho Code § 6- 901, et seq.), in the event LAW ENFORCEMENT is alleged to be liable solely as a result of wrongful acts, omissions, or negligence, or all three (3), of the MUNICIPALITY, its elected officials, employees, officers, volunteers, interns, externs, or agents, the MUNICIPALITY shall indemnify, defend and hold LAW ENFORCEMENT, its elected officials, employees, officials or agents harmless from and against all liability, claims, loss, costs, and expenses arising out of, or resulting from, the actions of the MUNICIPALITY. This duty shall extend only to the extent there are no allegations of wrongful acts, omissions or negligence of LAW ENFORCEMENT and/or its elected officials, employees, officers or agents. In the event that this section of this agreement is triggered, the MUNICIPALITY and/or its insurer shall retain the right to appoint counsel and pay for the costs of defense.

b. *LAW ENFORCEMENT's duties.* To the extent allowed by Idaho law, including Article VIII, Section 4 of the Idaho Constitution and the Idaho Tort Claims Act (Idaho Code § 6-901, et seq.), in the event the MUNICIPALITY is alleged to be liable solely as a result of wrongful acts, omissions, or negligence, or all three (3), of LAW ENFORCEMENT, its elected officials, employees, officers, volunteers, interns, externs, or agents, LAW ENFORCEMENT shall indemnify, defend and hold the MUNICIPALITY, its elected officials, employees, officials or agents harmless from and against all liability, claims, loss, costs, and expenses arising out of, or resulting from, the actions of LAW ENFORCEMENT. This duty shall extend only to the extent there are no allegations of wrongful acts, omissions or negligence of the MUNICIPALITY and/or its elected officials, employees, officers or agents. In the event that this section of this agreement is triggered, LAW ENFORCEMENT and/or its insurer shall retain the right to appoint counsel and pay for the costs of defense.

c. *Legality of ordinances.* LAW ENFORCEMENT does not assume liability or responsibility for or in any way release the MUNICIPALITY from any liability or responsibility which arises in whole or in part from the existence or effect of MUNICIPALITY ordinances, policies, rules, or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such MUNICIPALITY ordinance, policy, rule, or regulation is at issue, the MUNICIPALITY shall defend the same at its sole expense, and, if judgment is entered or damages are awarded against the MUNICIPALITY, LAW ENFORCEMENT, or any combination of these entities, the MUNICIPALITY shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

6. INSURANCE. The parties agree to obtain and keep in force during its acts under this Agreement a commercial general liability insurance policy in the minimum amount of Five Hundred Thousand Dollars ($500,000), which shall name and protect the entities and their respective officers, agents and employees, from and

against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with their own acts. The parties shall provide proof of liability coverage as set forth above to the other party prior to commencing its performance as herein provided.

7. ADMINISTRATION. Each of the parties have designated an employee to be its administrator of this Agreement for the purpose of coordinating the efforts of employees of the MUNICIPALITY and the employees of LAW ENFORCEMENT in requesting and performing the law enforcement protection. The MUNICIPALITY designates Mayor Ryan Heffington, as its administrator and LAW ENFORCEMENT designates Sheriff Scott Turner, as its administrator. All communications between the parties with regard to this Agreement and the providing of law enforcement protections shall be made between these parties or their designee. The administrator of the MUNICIPALITY shall have the right to attend the governmental and organizations meetings of LAW ENFORCEMENT and the administrator of LAW ENFORCEMENT shall have the right to attend the governmental and organizational meeting of the MUNICIPALITY. Each party agrees to provide full cooperation and assistance to the other, so as to facilitate the performance of the Agreement.

8. COMPENSATION. As compensation for the law enforcement protection provided by LAW ENFORCEMENT, the MUNICIPALITY hereby agrees to pay to LAW ENFORCEMENT the total sum of $180,000.00 for the entire contract term, payable in Installments of $15,000.00 per month, on or before the 20th day of each month beginning October 20, 2026, and continuing on or before the same day of each month until the full Contract amount has been paid. The amount of this compensation may be modified or amended only by an agreement in writing.

9. TERM OF AGREEMENT. This Agreement shall be effective commencing on October 1, 2026, and continue in full force and effect through September 30, 2029. The term of this Agreement may be extended by the parties by agreement in writing.

10. INDEPENDENT CONTRACTOR. The parties agree that LAW ENFORCEMENT is an independent contractor of the MUNICIPALITY and its employees or agents are not employees or agents of MUNICIPALITY. The parties further agree that neither LAW ENFORCEMENT nor its employees or agents are entitled to Workers Compensation or any benefit of employment with the MUNICIPALITY. Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by the MUNICIPALITY on behalf of LAW ENFORCEMENT or its employees.

11. RIGHT OF CONTROL. The MUNICIPALITY agrees that it will have no right to control or direct the details, manner, or means by which LAW ENFORCEMENT accomplishes the results of the services performed hereunder. LAW ENFORCEMENT has no obligation to work any particular hours or days or any particular number of hours or days other than otherwise set forth in this agreement.

12. CHOICE OF LAW. The law applicable to this agreement is hereby agreed to be the law of the state of Idaho with venue for any action to be in the Idaho Fourth Judicial District in Boise.

13. THIRD-PARTY BENEFICIARIES. Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

14. ASSIGNMENT. This agreement shall not be transferred or assigned by either party without the written consent of the other party.

15. NON-WAIVER. The failure of a party hereto to insist upon strict performance or observance of the terms of this agreement shall not be a waiver of any breach of any terms or conditions of this agreement by the other party.

16. SEVERABILITY. If any part of this agreement is held unenforceable, the remaining portions of the agreement will nevertheless remain in full force and effect.

17. ATTORNEY FEES. Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this agreement or to declare forfeiture or termination, of this agreement.

18. MERGER. This agreement constitutes the entire agreement between the parties and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements. This agreement may be modified or amended only by a writing duly executed by both parties.

19. RECITALS: The above and forgoing recital shall be considered a part of this Agreement for all purposes and interpretations.

    a. *Non-Appropriations:* Municipality intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. For each fiscal period for Municipality: (a) Municipality agrees to include in its budget request appropriations sufficient to cover Municipality's obligations under this Agreement; (b) Municipality agrees to use all reasonable and lawful means to secure these appropriations; (c) Municipality agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Municipality reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. In the event that Municipality is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose Municipality may terminate agreement with 30 days' notice.

    b. *Laws and Regulations.* By acceptance hereof, the Parties warrant: (a) that all services rendered hereunder will have been provided in compliance with all requirements of the Fair Labor Standards Act of 1938, as amended, and that it will so state on each invoice covering any of the same, (b) that the

Parties shall comply with the applicable federal standards prescribed by the Occupational Safety and Health Act of 1970, (c) that all chemical substances and products containing chemical substances will comply with the applicable federal standards prescribed by the Toxic Substances Control Act (TSCA) and regulations promulgated under it, and (d) the Parties will comply with all applicable laws, rules, and regulations of federal, state, and local governments and agencies thereof, including Executive Order 11246 (Equal Employment Opportunity), Executive Order 11458 (Minority Business Enterprise), Public Law 93-112, § 503 (Rehabilitation Act of 1973), Public Law 93-508, § 402 (the Vietnam Era Veterans Readjustment Act of 1974), and Public Law 95-507, § 211 (Contract Opportunities for Certain Small Business Concerns) and all rules and regulations passed pursuant thereto which are hereby incorporated herein by this reference, unless this Agreement is exempt pursuant to said Executive Orders or Acts and regulations issued there under.

c. *Certification of Civil Rights Act of 1964.* The Parties certify that it shall abide by the provisions of Title VI of the Civil Rights Act of 1964, which states that no person may, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

d. *Certification Concerning Boycott of Israel.* Pursuant to Idaho Code § 67-2346, if payments under this Agreement exceed one hundred thousand dollars ($100,000) and the Parties employs ten (10) or more persons, the Parties certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of the goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code § 67-2346 shall have the meaning defined therein.

e. *Certification Concerning Boycotting Certain Sectors.* Pursuant to Idaho Code § 67-2347A (effective July 1, 2024), if payments under the Agreement exceed one hundred thousand dollars ($100,000) and the party employs ten (10) or more persons, the Parties certify that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of any individual or company engaged in or supporting (a) the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) the manufacture, distribution, sale, or use of firearms. The terms in this section defined in Idaho Code § 67-2347A shall have the meaning defined therein.

f. *Certification of Non-Ownership by China.* Pursuant to Idaho Code § 67-2359, the Parties certify that it is not currently owned or operated by the government of China, will not for the duration of the Agreement be owned

or operated by the government of China, and will not assign or attempt to assign this Agreement to an entity owned or operated by the government of China. The terms in this section defined in Idaho Code § 67-2359 shall have the meaning defined therein.

IN WITNESS WHEREOF, the parties have adopted this Agreement by its governing bodies and this Agreement has been signed and attested by the authorized officials of each party.

MUNICIPALITY

City of Idaho City

_____
RYAN HEFFINGTON, Mayor

DATED this _____ day of _____, 2026.

_____
NANCY PTAK, Clerk of Idaho City

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LAW ENFORCEMENT

Boise County Board of Commissioners

_____
CLAY TUCKER, Chair

_____
LINDY LINDSTROM, Commissioner

_____
ROBERT CALLAHAN, Commissioner

DATED this _____ day of _____, 2026.

_____
MARY T. PRISCO, Clerk to the Board

Boise County Sheriff

_____
Scott H. Turner, Sheriff

STATE OF IDAHO)
) ss.
County of _____)

On the _____ day of _____, 2026, before me, the undersigned Notary Public, personally appeared Scott H. Turner, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.

_____
Notary Public for Idaho

Residing at _____
Commission Expires: _____

AGREEMENT TO PROVIDE
LAW ENFORCEMENT PROTECTION

AGREEMENT, made between BOISE COUNTY, IDAHO, hereinafter referred to as the "LAW ENFORCEMENT," and the CITY OF IDAHO CITY, IDAHO, hereinafter referred to as the "MUNICIPALITY."

WITNESSETH:

WHEREAS, MUNICIPALITY desires to enter into a contract with LAW ENFORCEMENT for the performance of law enforcement protections within the corporate limits of said MUNICIPALITY, and

WHEREAS, LAW ENFORCEMENT agrees to render such services and protection under the terms and conditions set forth herein, and

WHEREAS, LAW ENFORCEMENT is authorized to enter into this agreement pursuant to Idaho Code Sections 31-604, 31-801, 31-802, 31-828, and 67-2332, and MUNICIPALITY is authorized to enter into this agreement pursuant to Idaho Code Sections 50-301, 50-606, 50-607, 50-209, and 67-2332;

NOW, THEREFORE, the parties hereto agree as follows:

1. APPOINTMENT. MUNICIPALITY appoints LAW ENFORCEMENT as its policemen as envisioned by Idaho Code Section 50-209 to enforce City and State laws within City boundaries, and thus confers municipal police authority on LAW ENFORCEMENT and its officers. This municipal police authority is in addition to the authority presently utilized by LAW ENFORCEMENT, and shall not interfere with or limit LAW ENFORCEMENT's authority in any way.

2. LAW ENFORCEMENT PROTECTION. LAW ENFORCEMENT shall employ, furnish, and supply all necessary personnel together with their equipment, supplies and supervision, vehicles and equipment with maintenance, jail and communication facilities, records and record keeping, and such other items as are reasonably necessary to provide law enforcement protection within the corporate limits of the MUNICIPALITY, hereinafter referred to as the "protected area' under the following terms and conditions:

    a. LAW ENFORCEMENT will provide protection services for the protected area twenty-four (24) hours each day. In addition, LAW ENFORCEMENT officers shall be on call, and respond to all portions of the protected area at all times. The level of service shall be at least the same basic level of service provided to the governing area of LAW ENFORCEMENT.

    b. The personnel used by LAW ENFORCEMENT to perform the law enforcement protection shall remain under the jurisdiction and control of LAW ENFORCEMENT while rendering the services and LAW

ENFORCEMENT shall maintain the standard of performance of such personnel.

c. The scope of the law enforcement protection shall be to enforce all of the state laws and municipal ordinances and to preserve the peace within the protected area.

d. All arrests made, or citations issued for misdemeanors or infractions that occur within the protected area shall be deemed MUNICIPALITY arrests and citations for the purpose of prosecution and distributions of penalties, fines, and forfeitures and all citation forms shall be marked accordingly. County officers will be sworn officers of MUNICIPALITY during the term of this agreement.

e. LAW ENFORCEMENT shall provide, upon request, MUNICIPALITY a written report quarterly, reporting LAW ENFORCEMENT activity related MUNCIPALITY. The report will include the type and number of incidents handled by LAW ENFORCEMENT and the number of citations issued by LAW ENFORCEMENT within the city limits of MUNICIPALITY and such additional items as reasonably requested by MUNICIPALITY. In addition, LAW ENFORCEMENT will provide the above mentioned report, in person, to the MUNICIPALITY, quarterly at their monthly council meeting as scheduled by the MUNICIPALITY.

f. Prosecution services for misdemeanor, infraction, and city ordinance violations originating within the MUNICIPALITY are expressly excluded from this agreement.

3. TRANSFER AND ACCEPTANCE OF PERSONNEL AND EQUIPMENT TO LAW ENFORCEMENT. It is agreed that MUNICIPALITY shall transfer the two currently employed MUNICIPALITY police officers and the Ford Explorer patrol vehicle, as surplus equipment under Idaho Code Section 67-5732A. It is agreed that LAW ENFORCEMENT shall accept the two MUNICIPALITY police officers with the wage and benefits as one LAW ENFORCEMENT corporal and one LAW ENFORCEMENT deputy. It is agreed to that LAW ENFORCEMENT shall also accept the Ford Explorer patrol vehicle.

4. EMPLOYEES OF LAW ENFORCEMENT. It is agreed that all employees of LAW ENFORCEMENT shall remain employees of LAW ENFORCEMENT for all purposes, including, but not limited to, the payment of wages and benefits and the coverage of insurance, including worker's compensation. It is agreed that the MUNICIPALITY shall not be liable for compensation or indemnity to any of the employees of LAW ENFORCEMENT for injuries or sickness arising out of the performance of LAW ENFORCEMENT protection of the protected area.

5. GENERAL LIABILITY.

a. *MUNICIPALITY's duties.* To the extent allowed by Idaho law, including

Article VIII, Section 4 of the Idaho Constitution and the Idaho Tort Claims Act (Idaho Code § 6- 901, et seq.), in the event LAW ENFORCEMENT is alleged to be liable solely as a result of wrongful acts, omissions, or negligence, or all three (3), of the MUNICIPALITY, its elected officials, employees, officers, volunteers, interns, externs, or agents, the MUNICIPALITY shall indemnify, defend and hold LAW ENFORCEMENT, its elected officials, employees, officials or agents harmless from and against all liability, claims, loss, costs, and expenses arising out of, or resulting from, the actions of the MUNICIPALITY. This duty shall extend only to the extent there are no allegations of wrongful acts, omissions or negligence of LAW ENFORCEMENT and/or its elected officials, employees, officers or agents. In the event that this section of this agreement is triggered, the MUNICIPALITY and/or its insurer shall retain the right to appoint counsel and pay for the costs of defense.

b. *LAW ENFORCEMENT's duties.* To the extent allowed by Idaho law, including Article VIII, Section 4 of the Idaho Constitution and the Idaho Tort Claims Act (Idaho Code § 6-901, et seq.), in the event the MUNICIPALITY is alleged to be liable solely as a result of wrongful acts, omissions, or negligence, or all three (3), of LAW ENFORCEMENT, its elected officials, employees, officers, volunteers, interns, externs, or agents, LAW ENFORCEMENT shall indemnify, defend and hold the MUNICIPALITY, its elected officials, employees, officials or agents harmless from and against all liability, claims, loss, costs, and expenses arising out of, or resulting from, the actions of LAW ENFORCEMENT. This duty shall extend only to the extent there are no allegations of wrongful acts, omissions or negligence of the MUNICIPALITY and/or its elected officials, employees, officers or agents. In the event that this section of this agreement is triggered, LAW ENFORCEMENT and/or its insurer shall retain the right to appoint counsel and pay for the costs of defense.

c. *Legality of ordinances.* LAW ENFORCEMENT does not assume liability or responsibility for or in any way release the MUNICIPALITY from any liability or responsibility which arises in whole or in part from the existence or effect of MUNICIPALITY ordinances, policies, rules, or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such MUNICIPALITY ordinance, policy, rule, or regulation is at issue, the MUNICIPALITY shall defend the same at its sole expense, and, if judgment is entered or damages are awarded against the MUNICIPALITY, LAW ENFORCEMENT, or any combination of these entities, the MUNICIPALITY shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

6. INSURANCE. The parties agree to obtain and keep in force during its acts under this Agreement a commercial general liability insurance policy in the minimum amount of Five Hundred Thousand Dollars ($500,000), which shall name and protect the entities and their respective officers, agents and employees, from and

against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with their own acts. The parties shall provide proof of liability coverage as set forth above to the other party prior to commencing its performance as herein provided.

7. ADMINISTRATION. Each of the parties will designate an employee or official to be its administrator of this Agreement for the purpose of coordinating the efforts of employees of the MUNICIPALITY and the employees of LAW ENFORCEMENT in requesting and performing the law enforcement protection. All communications between the parties with regard to this Agreement and the providing of law enforcement protections shall be made between these parties or their designee. The administrator of the MUNICIPALITY shall have the right to attend the governmental and organizations meetings of LAW ENFORCEMENT and the administrator of LAW ENFORCEMENT shall have the right to attend the governmental and organizational meeting of the MUNICIPALITY. Each party agrees to provide full cooperation and assistance to the other, so as to facilitate the performance of the Agreement.

8. COMPENSATION. As compensation for the law enforcement protection provided by LAW ENFORCEMENT, the MUNICIPALITY hereby agrees to pay to LAW ENFORCEMENT the total sum of $180,000.00 for the entire contract term, payable in Installments of $15,000.00 per month, on or before the 20th day of each month beginning October 20, 2026, and continuing on or before the same day of each month until the full Contract amount has been paid. The amount of this compensation may be modified or amended only by an agreement in writing.

9. TERM OF AGREEMENT. This Agreement shall be effective commencing on October 1, 2026, and continue in full force and effect through September 30, 2029. The term of this Agreement may be extended by the parties by agreement in writing.

10. INDEPENDENT CONTRACTOR. The parties agree that LAW ENFORCEMENT is an independent contractor of the MUNICIPALITY and its employees or agents are not employees or agents of MUNICIPALITY. The parties further agree that neither LAW ENFORCEMENT nor its employees or agents are entitled to Workers Compensation or any benefit of employment with the MUNICIPALITY. Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by the MUNICIPALITY on behalf of LAW ENFORCEMENT or its employees.

11. RIGHT OF CONTROL. The MUNICIPALITY agrees that it will have no right to control or direct the details, manner, or means by which LAW ENFORCEMENT accomplishes the results of the services performed hereunder. LAW ENFORCEMENT has no obligation to work any particular hours or days or any particular number of hours or days other than otherwise set forth in this agreement.

12. CHOICE OF LAW. The law applicable to this agreement is hereby agreed to be

the law of the state of Idaho with venue for any action to be in the Idaho Fourth Judicial District in Boise County.

13. THIRD-PARTY BENEFICIARIES. Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

14. ASSIGNMENT. This agreement shall not be transferred or assigned by either party without the written consent of the other party.

15. NON-WAIVER. The failure of a party hereto to insist upon strict performance or observance of the terms of this agreement shall not be a waiver of any breach of any terms or conditions of this agreement by the other party.

16. SEVERABILITY. If any part of this agreement is held unenforceable, the remaining portions of the agreement will nevertheless remain in full force and effect.

17. ATTORNEY FEES. Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this agreement or to declare forfeiture or termination, of this agreement.

18. MERGER. This agreement constitutes the entire agreement between the parties and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements. This agreement may be modified or amended only by a writing duly executed by both parties.

19. RECITALS: The above and foregoing recital shall be considered a part of this Agreement for all purposes and interpretations.

    a. *Non-Appropriations:* Municipality intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. For each fiscal period for Municipality: (a) Municipality agrees to include in its budget request appropriations sufficient to cover Municipality's obligations under this Agreement; (b) Municipality agrees to use all reasonable and lawful means to secure these appropriations; (c) Municipality agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Municipality reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. In the event that Municipality is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose Municipality may terminate agreement with 30 days' notice.

    b. *Laws and Regulations.* By acceptance hereof, the Parties warrant: (a) that all services rendered hereunder will have been provided in compliance with all requirements of the Fair Labor Standards Act of 1938, as amended, and that it will so state on each invoice covering any of the same, (b) that the Parties shall comply with the applicable federal standards prescribed by the

assign this Agreement to an entity owned or operated by the government of China. The terms in this section defined in Idaho Code § 67-2359 shall have the meaning defined therein.

IN WITNESS WHEREOF, the parties have adopted this Agreement by its governing bodies and this Agreement has been signed and attested by the authorized officials of each party.

MUNICIPALITY

City of Idaho City

_____

RYAN HEFFINGTON, Mayor

DATED this _____ day of _____, 2026.

_____

NANCY PTAK, Clerk of Idaho City

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Boise County Board of Commissioners

_____
CLAY TUCKER, Chair

_____
LINDY LINDSTROM, Commissioner

_____
ROBERT CALLAHAN, Commissioner

DATED this _____ day of _____, 2026.

_____
MARY T. PRISCO, Clerk to the Board

Boise County Sheriff

_____
Scott H. Turner, Sheriff

STATE OF IDAHO)
) ss.
County of _____)

On the _____ day of _____, 2026, before me, the undersigned Notary Public, personally appeared Scott H. Turner, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same.

IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.

_____
Notary Public for Idaho

Residing at _____
Commission Expires: _____

REQUEST TO APPEAR ON AGENDA

Today's Date: 7/20/2026

Name: Theresa Teneyck and Cathy Hancock. Boise Basin Senior Center

Subject: Bear Run past and Present – Cost of Clean up

Will this be an action item? YES ☑ NO ☐

To ensure that you appear on the agenda, please return this form to City Hall no later than <u>ONE WEEK PRIOR</u> to the meeting you wish to appear.

Date of city council meeting you wish to appear on the agenda:

Date of ICHC meeting you wish to appear on the agenda:

Date of ICP&Z meeting you wish to appear on the agenda:

Date of ICP&R meeting you wish to appear on the agenda:

Questions? Please call City Hall at 208-392-4584 or email idahocityclerk@cityofic.org or idahocityoffice@cityofic.org

East Boise County EMS District

PO Box 1185, Idaho City, Idaho 83631

July 13, 2026

City of Idaho City
Water Utilities
PO Box 130
Idaho City, Idaho 83631

To Whom It May Concern,

East Boise County EMS District (EBCED), located at 204 West Commercial Street, Idaho City, received the May 2026 Water Utility bill from Idaho City. EBCED noted significantly increased water usage and immediately suspected a water leak and obtained the services of a contractor to investigate the increased usage. The contractor subsequently discovered, and repaired, a significant water leak at the station. As a result, the EBCED Board of Commissioners is requesting the Water Utility division to conduct an investigation for the purposes of issuing a leak adjustment to EBCED's water account, No. 37018. A copy of the repair invoice is attached.

If you have any questions regarding this donation, please contact Chief of Operations Mari Adams at (208) 392-6644, or via email, at m.adams@ebcedems.org.

Sincerely,

Alex Gross, Chairman
Board of Commissioners

Attachment

Outlook

Fw: You received a new invoice (#000309)

From Mari Adams [redacted]
Date Tue 5/26/2026 5:08 PM
To Jeff Chavez [redacted]>

5013
BUILDING MAINT/REPAIR
WATER LEAK AND SEWER
REPAIR STATION 2
PAID VIA DEBIT CARD

Get Outlook for Android

From: Secor Contracting LLC [redacted]
Sent: Tuesday, May 26, 2026 5:07:41 PM
To: Mari Adams [redacted]
Subject: You received a new invoice (#000309)

Secor Contracting, LLC
Idaho City ID 83631
208-392-4443

Secor Contracting LLC

New Invoice

$3,500.00

Due on May 26, 2026

Pay Invoice

Your invoice is due May 26, 2026, but Secor Contracting LLC has extended a 30-day grace period. To avoid a 5% late fee, pay your invoice by end of day June 25, 2026 MDT.

Water line repair and Sewer repair
Invoice #000309
May 26, 2026

Customer
Mari Addams
EBCAD
[redacted]
Idaho City, 83631

Download Invoice PDF

Message
We appreciate your business.
Secor Contracting LLC
P.O. box 423
403 Montgomery Idaho City Idaho 83631
Work Phone (208) 392-4443
Cell Phone (208) 861-2330

Invoice summary

Lump Sum *While digging for water line encountered the sewer line and the horrible re pairs that were done in the past compleatly exposed repairs and fix it the way it should have be done. Finished trenching for the water line and made the new connection under the building.*	**$3,500.00**
Subtotal	$3,500.00
Total Due	**$3,500.00**
Late Fee On 06/26/2026	+5%

Secor Contracting LLC
secorcontracting@gmail.com
(208) 392-4443

Please contact Secor Contracting LLC about its privacy practices.

Invoice #000309 was paid. We have sent you a copy of your receipt.

Download PDF

Secor Contracting LLC has been paid $3,500.00

We have emailed a copy of your receipt to [redacted]

We appreciate your business.
Secor Contracting LLC
P.O. box 423
403 Montgomery Idaho City Idaho 83631
Work Phone (208) 392-4443
Cell Phone (208) 861-2330

Your invoice is due May 26, 2026, but Secor Contracting LLC has extended a 30-day grace period. To avoid a 5% late fee, pay your invoice by end of day June 25, 2026 MDT.

Customer

Mari Addams
EBCAD
[redacted]
Idaho City 83631

Text us

Water line repair and Sewer repair

Invoice #000309
May 29, 2026

Lump Sum	$3,500.00

While digging for water line encountered the sewer line and the horrible re pairs that were done in the past compleatly exposed repairs and fix it the way it should have be done. Finished trenching for the water line and made the new connection under the building.

Subtotal	$3,500.00
Total	**$3,500.00**

Payment history

VISA [redacted] Paid on May 29, 2026	$3,500.00

Secor Contracting LLC
secorcontracting@gmail.com
+1 (208) 392-4443

Square Privacy Policy | Security | Cookie preferences

Square

CITY OF IDAHO CITY
PO BOX 130
IDAHO CITY, ID 83631
208-392-4584

Transaction Description - ID Number AP-Year	Date & Time	Fund - Service		Amount	Check # Running Balance
3-2026	03/05/2026 08:20:56 AM	51 - WATER USAGE		1.19	
3-2026	03/05/2026 08:20:56 AM	51 - DEQ - DW1104		21.75	
3-2026	03/05/2026 08:20:56 AM	52 - SEWER		37.43	
			Total for Transaction:	125.89	125.89
RECEIPT (Portal Payment) 121078					
3-2026	03/20/2026 03:19:50 PM	51 - WATER BASE		-65.52	
3-2026	03/20/2026 03:19:50 PM	51 - WATER USAGE		-1.19	
3-2026	03/20/2026 03:19:50 PM	51 - DEQ - DW1104		-21.75	
3-2026	03/20/2026 03:19:50 PM	52 - SEWER		-37.43	
			Total for Transaction:	-125.89	0.00
CHARGE					
4-2026	04/06/2026 08:53:30 AM	51 - WATER BASE		65.52	
4-2026	04/06/2026 08:53:30 AM	51 - WATER USAGE		1.19	
4-2026	04/06/2026 08:53:30 AM	51 - DEQ - DW1104		21.75	
4-2026	04/06/2026 08:53:30 AM	52 - SEWER		37.43	
			Total for Transaction:	125.89	125.89
RECEIPT (Portal Payment) 121297					
4-2026	04/20/2026 04:53:15 PM	51 - WATER BASE		-65.52	
4-2026	04/20/2026 04:53:15 PM	51 - WATER USAGE		-1.19	
4-2026	04/20/2026 04:53:15 PM	51 - DEQ - DW1104		-21.75	
4-2026	04/20/2026 04:53:15 PM	52 - SEWER		-37.43	
			Total for Transaction:	-125.89	0.00
CHARGE					
5-2026	05/05/2026 08:01:03 AM	51 - WATER BASE		65.52	
5-2026	05/05/2026 08:01:03 AM	51 - WATER USAGE		334.06	
5-2026	05/05/2026 08:01:03 AM	51 - DEQ - DW1104		21.75	
5-2026	05/05/2026 08:01:03 AM	52 - SEWER		37.43	
			Total for Transaction:	458.76	458.76
RECEIPT (Portal Payment) 121611					
5-2026	05/20/2026 05:36:04 PM	51 - WATER BASE		-65.52	
5-2026	05/20/2026 05:36:04 PM	51 - WATER USAGE		-334.06	
5-2026	05/20/2026 05:36:04 PM	51 - DEQ - DW1104		-21.75	
5-2026	05/20/2026 05:36:04 PM	52 - SEWER		-37.43	
			Total for Transaction:	-458.76	0.00
CHARGE					
6-2026	06/04/2026 02:52:20 PM	51 - WATER BASE		65.52	
6-2026	06/04/2026 02:52:20 PM	51 - WATER USAGE		37.18	
6-2026	06/04/2026 02:52:20 PM	51 - DEQ - DW1104		21.75	
6-2026	06/04/2026 02:52:20 PM	52 - SEWER		37.43	
			Total for Transaction:	161.88	161.88
RECEIPT (Portal Payment) 121883					
6-2026	06/20/2026 02:54:50 PM	51 - WATER BASE		-65.52	
6-2026	06/20/2026 02:54:50 PM	51 - WATER USAGE		-37.18	
6-2026	06/20/2026 02:54:51 PM	51 - DEQ - DW1104		-21.75	
6-2026	06/20/2026 02:54:51 PM	52 - SEWER		-37.43	
			Total for Transaction:	-161.88	0.00
CHARGE					
7-2026	07/01/2026 02:15:08 PM	51 - WATER BASE		65.52	
7-2026	07/01/2026 02:15:08 PM	51 - WATER USAGE		0.45	
7-2026	07/01/2026 02:15:08 PM	51 - DEQ - DW1104		21.75	
7-2026	07/01/2026 02:15:08 PM	52 - SEWER		37.43	
			Total for Transaction:	125.15	125.15
RECEIPT (Portal Payment) 122090					
7-2026	07/20/2026 11:29:16 AM	51 - WATER BASE		-65.52	
7-2026	07/20/2026 11:29:16 AM	51 - WATER USAGE		-0.45	
7-2026	07/20/2026 11:29:16 AM	51 - DEQ - DW1104		-21.75	
7-2026	07/20/2026 11:29:16 AM	52 - SEWER		-37.43	
			Total for Transaction:	-125.15	0.00

Subtotal for Account 20147-00 : Portion Past Due Total Balance: 0.00

June 10, 2026

City of Idaho City Mayor and City Council

I am writing to express my interest in serving on the Idaho City Planning and Zoning Commission. As a licensed Professional Land Surveyor and owner of Sundance Land Surveys, I have spent many years working with landowners, local governments, planning departments, and development regulations throughout Boise County. I believe my professional experience, knowledge of property boundaries and land use, and long-term commitment to our community would allow me to make a positive contribution to the Commission.

I have lived in Idaho City for almost seven years and plan on staying here indefinitely as this community has become the place I call home.

Prior to relocating to Idaho, I spent approximately 20 years surveying in southern California where the legal procedures of Land Surveying were extreme in their application to the profession.

I have lived in Idaho almost 30 years. My time in Idaho includes 18 years at ACHD while living in Boise. The surveying part of the work beyond boundary surveys included Right-of-Way takes through imminent domain, building and construction of roads and bridges. I was the lead surveyor on both Park Center Bridges among other large-scale projects. I also have a back ground in Civil Engineering which was applied to my time at ACHD in the creation of drainage plans, road design and utilities, cut-fill slopes for road ways and the creation of easements, Record of Survey maps and Legal Descriptions. I have extensive knowledge with AutoCAD Civil 3D which is a main component of my survey business.

During my time here in Idaho City, I have worked extensively with Alex at Boise County Planning & Zoning. I have knowledge of the ULO applicable standards. The span of my career has given me a strong working knowledge of Idaho property law, subdivision regulations and land use issues

Although the City of Idaho City is not under the jurisdiction of Boise County it does follow Idaho Code. I think my knowledge in these areas would be an asset to your Planning and Zoning Commission. I am not coming at this from a political angle but from giving back to this community with the applicable professional knowledge I have to offer.

Thank you for your consideration,

Aaron Bell Sundance Land Surveys 208-860-8396

PLS IDAHO 15819

City of Idaho City Planning and Zoning Commission
SETBACK VARIANCE APPLICATION
100 Placer Street – Gold Hills Subdivision

Findings of Fact, Conclusions of Law and Recommendation to the Idaho City Council

07/14/2026

Findings of Fact

1. Current ordinance requires the following setbacks for a residential property:

D. Schedule of Area and Height Reg					
	R	C	I	G	MU
Maximum height:	35'	35'	35'	35'	35'
Minimum Yard requirements:					
Front	25'	25'	0'	12'	10'
Rear	25'	10'	0'	20'	15'
Side	20'	5'	0'	0'	0'

2. The subject property is a corner lot, the owner is proposing 25' setbacks for both the "front" and the "side" so that the setbacks are uniformly 25' from each street, which preserves the desired aesthetic from the street.
3. The application and fees were paid and deemed complete by the P&Z Administrator.
4. Applicant desires to REDUCE a rear setback from 20 feet to 16 feet
5. This parcel is within the current city limits of Idaho City.
6. This application does not require a public hearing,
7. The Planning and Zoning Commission deliberated a decision.
8. Commissioners were not unanimous on the recommendation, so key considerations are provided to City Council and the Mayor:
    a. The approved lot split created two smaller lots that reduced the buildable footprint, and the split was approved assuming the owner understood the setback requirements and the constraints being created. Commissioners questioned the reasoning behind granting a variance as the owner should have been aware of the impact of the original split.
    b. The owner updated the site plan and noted that they could not meet the setback requirements if the two sides facing streets (since this is a corner lot and both street setbacks were set at 25 feet.
    c. The owner argues that the variance is consistent with the existing character of the neighborhood, with other sites having narrower setbacks because of the age of the neighborhood, including an adjacent property.
    d. A majority of the commissioners voted to approve the variance.

Conclusions of Law

1. All related City Ordinance requirements were met by the applicants.
2. The variance is permissible under IC Code.

Decision and Recommendation to the City of Idaho City Mayor and City Council

Based upon the Findings of Fact and Conclusions of Law contained herein the Planning and Zoning Commission recommends the City Council approve the setback variance.

July 14, 2026

PLANNING AND ZONING COMMISSION
CITY OF IDAHO CITY, IDAHO

_____

Marc Carignan, Chair

City of Idaho City

511 Main St. | PO Box 130 | Idaho City, ID 83631
Phone (208) 392-4584
www.idahocity.municipalimpact.com
idahocityclerk@cityofic.org | idahocityoffice@cityofic.org | 4cityfolk@cityofic.org

IDAHO CITY PLANNING AND ZONING
VARIANCE APPLICATION

{please include with this application any supporting documentation required, noting its inclusion where appropriate}

Applicant Information

1. **Applicant** *(print)*: Scott & Rizza Shay

   Mailing Address: P.O. Box [redacted] **Street Address:**

   City: Idaho City **State:** ID **Zip Code:** 83631 **Contact Name and Title:** Scott/Land owner

   Phone: [redacted] **Alt. Phone:** **E-mail:** [redacted]

2. **Is Applicant the owner of the Subject Property? Yes** ☑ **No** ☐ **If not, please state the name and address of the owner together with the relationship of the applicant to the owner and include a notarized *Affidavit of Proprietary Interest* with this application.**

3. **Address and Legal Description of Subject Property:** 100 Placer St
   Idaho City ID. 83631

4. **Zoning of Subject Property:** R1

5. **Description of Variance from zoning sought:**
   See attached Document

6. **Proposed site plans for the property on which the Variance is sought including, at a minimum:**
   a. **Location of all buildings;** see site plan
   b. **Easements;** — none
   c. **Property lines;**
   d. **Setbacks;** - 25 F/25/Rear/25 side corner, 20 side
   e. **A key describing scale and orientation.**

7. **Narrative statement describing why, given the unique characteristics of the site, a literal enforcement of Idaho City's zoning ordinance would result in unnecessary hardship denying reasonable use of the land**
   See attached Document

8. **Narrative statement describing why the public interest would not be harmed by the granting if this variance:** _____

See Attached Document

9. **A list of names and addresses of all property owners and residents within three hundred (300) feet of the external boundaries of the land being considered:** _____

see Attached Document

10. **Application fee as established by City Council resolution:** **$157.50** **Date Paid:** ✓

11. **Additional direct costs of Idaho City to process application, including publication, copying and mailing expenses:** _____ **Date Paid:** _____

12. **Five (5) copies of the application and one (1) electronic version.**

Submitted By: Scott Shay

Signature: _____ **Title:** Owner **Date:** 6-23-2026

Internal Use Only:

Application No. : _____

Date Received by Clerk: _____

Application: Complete / Incomplete

Date Completed:: _____

Variance Application:

Questions 1-4 (Presented on the Application)

5. I am requesting 2 setback variances on my lot, 100 Placer Street. The lot would remain in the R1 residential zoning plan.

a. I'm requesting the west side property line variance to be modified from a 20' set back to a 16' foot set back to accommodate a single-family home.

b. I'm requesting north property line set back to be modified from 25' to 12' to accommodate a single-family home.

c. Since the lot is on a corner, I'm conceding 25' set back on Placer Street and another 25's set back on Main Street/Elk Cr Rd. which I can honor if the set back on the other 2 sides can be amended.

Question 6 (Presented on the application)

7. If the setback request isn't approved for this lot, home placement with a future small garage makes this lot almost unbuildable for a single-family home. I'm currently conceding 50% of the land non-buildable with the current setbacks. This would in no way affect any neighbors.

8. There's currently a garage built 8 ft from my property next door. I'm asking for a fair and equitable opportunity to place my home on. Granting a set adjustment is being consistent with the neighborhood.

9. I do not know the neighbors. I own the lot directly behind 100 Placer Street. The lot directly across the street is vacant and owned by a family trust. 102 is owned by Melinda Turner. Keep in mind, her garage is built 8' from the property line.

SITE PLAN

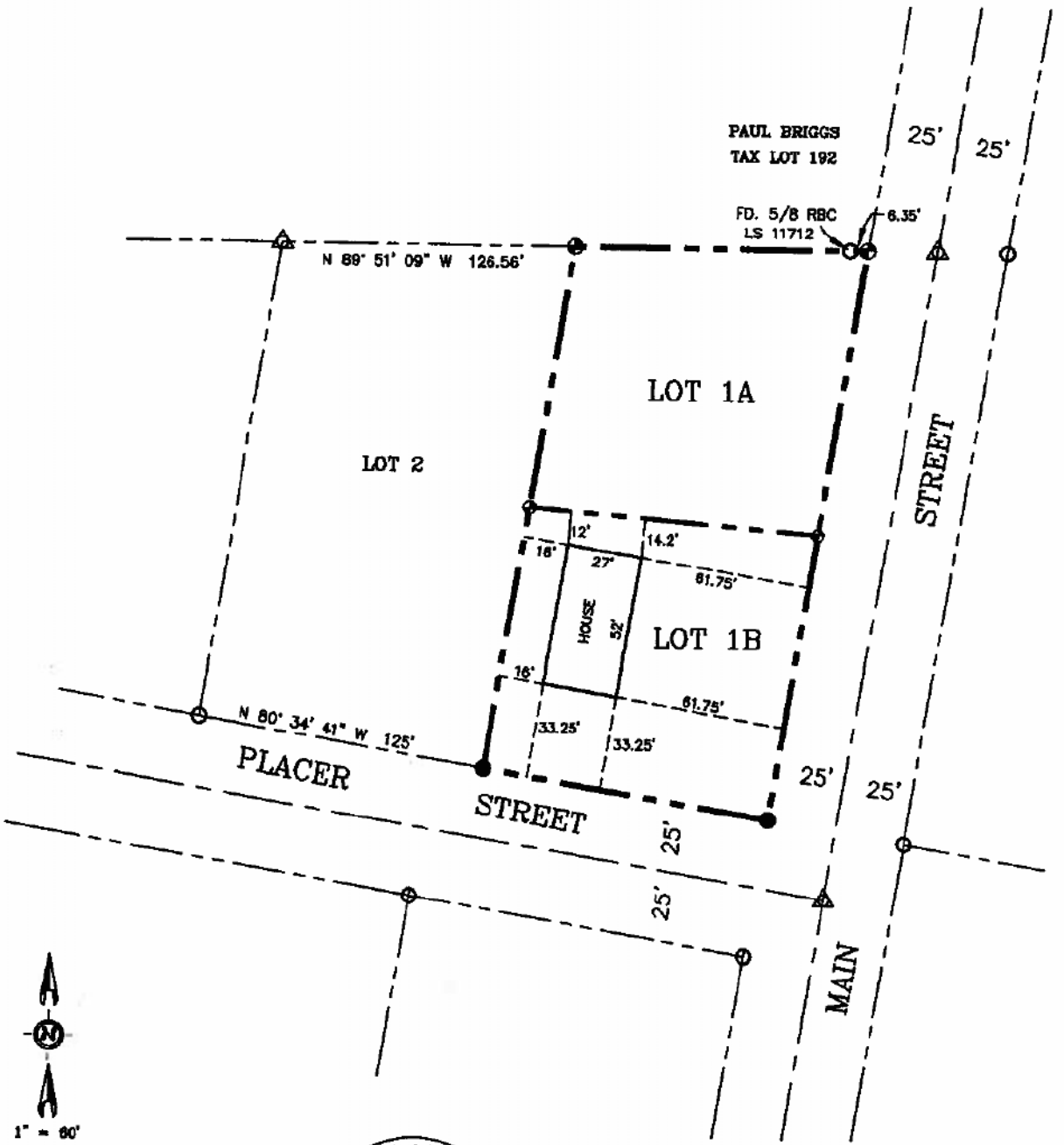
GOLD HILL SUBDIVISION

IDAHO CITY TOWNSITE

SCOTT SHAY

SE 1/4, NW 1/4, SECTION 26, T.6N., R.5E., B.M., BOISE COUNTY, IDAHO

SCOTT & RIZZA SHAY



SITE PLAN

FOR

SCOTT & RIZZA SHAY

100 PLACER STREET

IDAHO CITY, IDAHO 83631

PROFESSIONAL LAND SURVEYOR
LICENSED
15819
6-15-26
STATE OF IDAHO
M. AARON BELL

SUNDANCE LAND SURVEYS

202 MAIN STREET

IDAHO CITY, ID. 83631

6-15-2026

City of Idaho City
511 Main Street (PO Box 130)
Idaho City, ID 83631
208-392-4584

RECEIVED FROM Scott Shay
P+Z Variance App

$ 157.50
DOLLARS

PURPOSE OF PAYMENT ☐ RENT ☐ GOODS ☐ DEPOSIT ☐

AMOUNT DUE	
THIS PAYMENT	157.50
BALANCE DUE	

PAYMENT METHOD	
☐ CREDIT CARD	☑ CHECK
☐ MONEY ORDER	☐ CASH

DATE 7/7/26
RECEIVED BY Kelly
No. 011441

SCOTT SHAY
RIZZA SHAY
[redacted]

1012
98-7107/3233
65

7-8-2026
Date

CHECK ARMOR

Pay to the Order of City of Idaho City $ 157.50
One Hundred Fifty Seven + 50/100 Dollars

Photo Safe Deposit® Details on back

BANNER BANK 1-800-272-9933 www.BannerBank.com

For

MP

[redacted] 1012

LAND USE		ZONE				
		R	C	I	G	MU
Government:						
	Governmental buildings and facilities				C	
Mixed Use:						
	Public and private clubs, lodges, or social halls, including all related buildings and facilities		C			C
	Public and private schools, daycare facilities, preschools and other educational facilities	C	C		C	C
	Public recreation			C	C	C
	Public service and utility services, including all related buildings and facilities			P		

D. Schedule of Area and Height Regulations:

	R	C	I	G	MU
Maximum height:	35'	35'	35'	35'	35'
Minimum Yard requirements:					
Front	25'	25'	0'	12'	10'
Rear	25'	10'	0'	20'	15'
Side	20'	5'	0'	0'	0'
Maximum lot acreage:	30%	60%	100%	40%	80%
Minimum lot area per DU	5,000 sf	5,000 sf	5,000 sf	5,000 sf	1,000 sf
Density (dwelling units per acre)	8	na	na	na	10

REQUEST TO APPEAR ON AGENDA

Today's Date: ~~*~~ 7-1-26

Name: Marisa Young

Subject: Requesting a variance on a lot located on Walulla & High st. and for a zone change from residential to Commercial

Will this be an action item? **YES** ~~X~~ **NO** X

To ensure that you appear on the agenda, please return this form to City Hall no later than <u>ONE WEEK PRIOR</u> to the meeting you wish to appear.

Date of city council meeting you wish to appear on the agenda:
~~7-8-26~~ 7/22/24

Date of ICHC meeting you wish to appear on the agenda:

Date of ICP&Z meeting you wish to appear on the agenda:

Date of ICP&R meeting you wish to appear on the agenda:

Questions? Please call City Hall at 208-392-4584 or email idahocityclerk@cityofic.org or idahocityoffice@cityofic.org

Zoning variance-change, ☒ setback variance
lot line adjustment with city - Aaron Bell

Outlook

RE: Council Meeting

From Marc A. Carignan [redacted]
Date Mon 2026-07-20 7:07 PM
To Nancy Keeton <idahocityclerk@cityofic.org>
Cc Kaleb Goodlett <idahocityoffice@cityofic.org>; 'Jon And Mari Adams [redacted]>; Ryan Heffington - Idaho City Mayor <idahocitymayor1@cityofic.org>

1 attachment (50 KB)

[redacted]

~~Sorry, got overwhelmed and travelling. Jon, if you could attend the City Council meeting, I think they would appreciate it, but I know you might be on a medical call.~~

~~Please find attached:~~

~~City of Idaho City Planning and Zoning Commission~~
~~SETBACK VARIANCE APPLICATION~~
~~100 Placer Street – Gold Hills Subdivision~~
~~Findings of Fact, Conclusions of Law and Recommendation to the Idaho City Council~~
~~07/14/2026~~

Please communicate to City Council and the Mayor:

1. Planning and Zoning commissioners highly recommend the appointment of Aaron Bell to the Planning and Zoning Commission.
2. Relating to the DISCUSSION regarding a possible variance request and zone change for 101 Walulla, the Planning and Zoning Commission believes it will be in the best interest of the city, if the variance is requested, and if a zoning change is requested:
   a. P&Z is ready to review and recommend approving the discussed zoning change from residential to commercial;
   b. P&Z recommended the owner address all site and title issues / corrections /amendments as recommended by the owner's surveyor
   c. P&Z is prepared to recommend setback variance

From: Nancy Keeton <idahocityclerk@cityofic.org>
Sent: Monday, July 20, 2026 3:58 PM
To: Marc Carignan [redacted]
Cc: Kaleb Goodlett <idahocityoffice@cityofic.org>
Subject: Council Meeting

[redacted]

City of Idaho City

3rd Quarterly Financial Report

Fiscal Year-to-Date as

June 30, 2026

GENERAL GOVERNMENT	OPERATING EXPENSES	REVENUE	AMOUNT BUGETED	PERCENTAGE OF APPROPRIATIONS
Administative	$ 87,243.08	$ 102,752.07	$ 137,948.00	63.24%
Law Enforcement	$ 179,658.00	$ 128,248.25	$ 198,029.00	90.72%
Total Government	**$ 266,901.08**	**$ 231,000.32**	**$ 335,977.00**	79.44%
Street Fund	$ 52,876.04	$ 51,231.04	$ 86,313.00	61.26%
Water Fund	$ 403,834.08	$ 297,590.60	$ 3,252,467.00	12.42%
Water Bond	$ 80,000.00	$ 60,578.45	$ 80,000.00	100.00%
Sewer Fund	$ 177,111.94	$ 178,698.36	$ 246,320.00	71.90%
BUDGET TOTAL	**$ 980,723.14**	**$ 819,098.77**	**$ 4,001,077.00**	24.51%

Citizens are invited to inspect the detailed supporting records of the above financial statement.

Nancy L Ptak
City Clerk-Treasurer
July 21, 2026

511 Main Street
Idaho City, ID 83631
208-392-4584

Hi there! Thanks for reaching out.

As we discussed just now, to identify a crew and an officer to supervise that crew, we would be looking at a contract between the two of us. We would want to know frequency, hours, number of workers needed, whether it was seasonal or all year round, and what the scope of the work would be. As you know, we are open to helping with just about everything ;0)

Our hourly rate that we use covers the cost of the program, and is broken down to the smallest crew being 6 at a cost of $14.52 p/hour p/worker, 8 workers is $12.18 p/hour per worker, 10 workers is $10.82 p/hour per worker, and 12 workers would be $9.93 p/hour per worker.

This should give you a good estimate of what it would cost to have a crew for a day, week, etc.

Let me know if you have any more questions,

Denise Senner
ASM Vocational Work Projects and CRC
South Idaho Correctional Institution
[redacted]

Clerk updates - budget prep?

UTILITY BILLING SYSTEM Report ID: 1020

PAST DUE 60 OR MORE DAYS For target date 07/22/2026

CITY OF IDAHO CITY

09:27:25 - 07/22/2026

Account	Route - Meter / Fund - Service	Customer Name	Service Address	Balance	User Type	Past Due
20002-00	02-02	[redacted]	305 ELK CREEK ROAD		RESIDENTIAL	
	51 - WATER BASE	Shut off		524.16		458.64
	51 - WATER USAGE					
	51 - DEQ - DW1104			165.08		143.31
	52 - SEWER			299.44		262.01
	51 - WATER LATE FEE			206.81		153.50
	52 - SEWER LATE FEE			89.61		67.15
	51 - ON/OFF FEE			140.00		140.00
	51 - OVERPAYMENT					
			Subtotal for Account 20002-00 :	1425.08		1224.61
20031-00	02-31	[redacted]	418 ELK CREEK ROAD		RESIDENTIAL	
	51 - WATER BASE	Agreement		160.25		94.73
	51 - WATER USAGE	PD 45 7/20/26		25.62		18.77
	51 - DEQ - DW1104			43.50		21.75
	52 - SEWER			112.29		74.86
	51 - WATER LATE FEE			9.17		
	52 - SEWER LATE FEE			7.49		
	51 - ON/OFF FEE					
	51 - OVERPAYMENT					
			Subtotal for Account 20031-00 :	358.32		210.11
20082-00	02-82	[redacted]	110 PLACER STREET		RESIDENTIAL	
	51 - WATER BASE	Agreement		135.55		70.03
	51 - WATER USAGE	PD 100 7/7/26		4.69		3.80
	51 - DEQ - DW1104			43.50		21.75
	52 - SEWER			112.29		74.86
	51 - WATER LATE FEE					
	52 - SEWER LATE FEE					
	51 - MISC					
	51 - OVERPAYMENT					
			Subtotal for Account 20082-00 :	296.03		170.44
20126-00	02-126	[redacted]	316 W WALULLA STREET		RESIDENTIAL	
	51 - WATER BASE	Shut off		589.68		524.16
	51 - WATER USAGE					
	51 - DEQ - DW1104			181.50		159.75
	52 - SEWER			336.87		299.44
	51 - WATER LATE FEE			185.24		132.38
	52 - SEWER LATE FEE			89.84		63.64
	51 - ON/OFF FEE			70.00		70.00
	51 - OVERPAYMENT					
			Subtotal for Account 20126-00 :	1453.13		1249.37
20131-00	02-131	[redacted]	116 COTTONWOOD STREET		RESIDENTIAL	
	51 - WATER BASE	Shut off		1441.44		1375.92
	51 - WATER USAGE					
	51 - DEQ - DW1104			424.50		402.75
	52 - SEWER			810.38		772.95
	51 - WATER LATE FEE			1526.63		1395.59
	52 - SEWER LATE FEE			929.15		855.60
	51 - ON/OFF FEE					
	51 - OVERPAYMENT					
			Subtotal for Account 20131-00 :	5132.10		4802.81
20139-00	02-139	[redacted]	109 COMMERCIAL STREET		RESIDENTIAL	
	51 - WATER BASE	Agreement		262.08		196.56
	51 - WATER USAGE	Sending Notice		12.52		9.76
	51 - DEQ - DW1104			87.00		65.25
	52 - SEWER			181.77		144.34
	51 - WATER LATE FEE					
	52 - SEWER LATE FEE					
	51 - NSF FEE					
	51 - OVERPAYMENT					
			Subtotal for Account 20139-00 :	543.37		415.91

UTILITY BILLING SYSTEM Report ID: 1020

PAST DUE 60 OR MORE DAYS For target date 07/22/2026

CITY OF IDAHO CITY

09:27:25 - 07/22/2026

Account	Route - Meter / Fund - Service	Customer Name	Service Address	Balance	User Type	Past Due
20163-00	02-163	[redacted]	2 SUMMERVOLD ROAD		RESIDENTIAL	
	51 - WATER BASE	Shut off		851.76		786.24
	51 - WATER USAGE			8.66		8.66
	51 - DEQ - DW1104			269.25		247.50
	51 - WATER LATE FEE			554.16		474.22
	52 - SEWER LATE FEE					
	51 - ON/OFF FEE			70.00		70.00
	51 - OVERPAYMENT					
			Subtotal for Account 20163-00 :	1753.83		1586.62
20168-00	02-168	[redacted]	3866 HIGHWAY 21		COMMERCIAL	
	51 - WATER BASE	Agreement		393.12		196.56
	51 - WATER USAGE	PD 390 7/21/26		2885.59		2879.93
	51 - DEQ - DW1104			59.50		29.75
	52 - SEWER			336.90		224.60
	51 - OVERPAYMENT					
			Subtotal for Account 20168-00 :	3675.11		3330.84
20205-00	02-205	[redacted]	118 GOLD ROAD		RESIDENTIAL	
	51 - WATER BASE	Agreement		393.12		196.56
	51 - WATER USAGE	PD 500 7/15/26		271.34		152.38
	51 - DEQ - DW1104			43.50		21.75
	52 - SEWER			336.87		224.58
	51 - WATER LATE FEE			49.44		44.72
	52 - SEWER LATE FEE			22.46		11.23
	51 - ON/OFF FEE					
	51 - OVERPAYMENT					
			Subtotal for Account 20205-00 :	1116.73		651.22
20246-00	02-246	[redacted]	416 ELK CREEK ROAD		RESIDENTIAL	
	51 - WATER BASE	Agreement		196.56		131.04
	51 - WATER USAGE			13.78		7.82
	51 - DEQ - DW1104			65.25		43.50
	52 - SEWER			123.61		86.18
	51 - WATER LATE FEE			14.30		14.30
	52 - SEWER LATE FEE			7.48		7.48
	51 - ON/OFF FEE					
	51 - OVERPAYMENT					
			Subtotal for Account 20246-00 :	420.98		290.32

Total Balance: 16174.68

Total Past Due: 13932.25