



CITY OF GARDEN CITY

6015 Glenwood Street
Garden City, Idaho 83714

Agenda City Council

Work Session – None
Regular City Council Meeting–6:00 p.m.

Monday, June 8, 2026

City Hall – Council Chamber 6015 Glenwood Street, Garden City, Idaho

The official meeting is in person. For convenience, remote participation and/or observation via video conference or virtual attendance is permissible. However, the meeting may commence or resume if technical difficulties prevent remote participation and/or observation. Therefore, in-person attendance is required if you would like to ensure that your comments are heard and that you are able to observe the public hearing properly. <https://zoom.us/j/8188588340>

Meeting ID: 818 858 8340 Phone In # 301-715-8592

6:00 P.M. REGULAR COUNCIL MEETING

A. CALL TO ORDER

Clerk Certifies Meeting

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. CHANGES TO AGENDA – ACTION ITEM

E. CONSENT AGENDA (1) – ACTION ITEM

1. Approval of Minutes May 26, 2026 (Page 3)
2. Ratification of Accounts Payable Claims (Page 10)
3. **APPLICANT REQUESTED TO PUT SUBFY2026-0001 ON HOLD TO A DATE UNDETERMINED:** Tamee Crawford with Centurion Engineers, Inc is requesting a Combined Preliminary Plat/Final Plat consisting of 4 residential lots and 2 common lots. The property is currently located at 3519 N. Clay St. and 121 E. 36th St.; Ada County Parcels #R2734540110 and #R2734540117 in the C-2 Zoning District.

F. SPECIAL BUSINESS – ACTION ITEMS

1. Special Olympics Proclamation with honored guests (Page 24)
2. Boise Fire Briefing – Boise Fire Chief Hummel (Page 25)
3. Our Idaho: Neighbor to Neighbor Proclamation (Page 26)
4. FIFTH EXTENSION REQUEST: DSRFY2021-0011 208 E 33RD ST PARK 33 (Page 27)

G. ORDINANCES, RESOLUTIONS, CONTRACTS – ACTION ITEMS

1. **SECOND READING ORDINANCE 1066-26:** AN ORDINANCE OF THE CITY OF GARDEN CITY, IDAHO, GRANTING TO INTERMOUNTAIN GAS COMPANY A TWENTY (20) YEAR EXTENSION TO ITS FRANCHISE TO CONSTRUCT, MAINTAIN AND OPERATE A GAS TRANSMISSION AND DISTRIBUTION SYSTEM; PROVIDING FOR THE USE OF STREETS AND ALLEYS, AND RULES GOVERNING THE SAME, SUBJECTING THE GRANTEE TO ALL POWERS OF THE CITY; SETTING FORTH THE RULES OF THE FRANCHISE AND GRANT; PROVIDING FOR THE RIGHT OF INSPECTION BY THE CITY OF GRANTEE'S PLANS, ACCOUNTS,

AND BOOKS; REQUIRING GRANTEE TO FURNISH CERTAIN MAPS; SETTING FORTH THE ANNUAL PAYMENT TO THE CITY, AND THE FILING OF ANNUAL REPORTS WITH THE CITY; REQUIRING GRANTEE TO INDEMNIFY CITY, AND FILE EVIDENCE OF INSURANCE; REQUIRING COMPLIANCE WITH SAFETY REGULATIONS; SETTING FORTH AN AGREEMENT NOT TO COMPETE, RESERVING POWER OF EMINENT DOMAIN; PROVIDING FOR SURRENDER OF FRANCHISE; GRANTING RIGHT TO SALVAGE; REQUIRING WRITTEN ACCEPTANCE; PROVIDING FOR CONSENT TO SALE, ASSIGNMENT OR LEASE; PROVIDING FOR PAYMENT OF PUBLICATION COST; SETTING FORTH PENALTIES AND FORFEITURES, SEPARABILITY AND REPEAL; APPROVING A SUMMARY OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.
(Page 76)

2. ORDINANCE 1068-26: AN ORDINANCE OF THE CITY OF GARDEN CITY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING GARDEN CITY CODE TITLE 5 ("TRAFFIC"), CHAPTER 10 ("BICYCLES, E-BIKES, AND E-SCOOTERS"), SECTION 1 ("DEFINITIONS"), SECTION 2 ("CERTAIN TRAFFIC LAWS APPLYING TO PERSONS RIDING BICYCLES, E-BIKES, AND E-SCOOTERS"), SECTION 6 ("RIDING ON ROADWAYS"), SECTION 7 ("USING PROVIDED BIKE LANES AND BIKE PATHS"), SECTION 8 ("RIDING UPON SIDEWALKS AND UPON AND WITHIN CROSSWALKS"), SECTION 13 ("BICYCLE, E-BIKE, OR E-SCOOTER PARKING"), SECTION 15 ("UNLAWFUL USE OF THE BOISE RIVER GREENBELT, AND CITY PARKS AND STREETS, INCLUDING BIKE LANES AND BIKE PATHS"), SECTION 16 ("RECKLESS OR INATTENTIVE OPERATION"), SECTION 17 ("DEFACING PUBLIC OR PRIVATE PROPERTY"), SECTION 21 ("PENALTIES"), SECTION 26 ("REMOVAL OF ABANDONED AND OBSTRUCTIVE BICYCLES, E-BIKES, E-SCOOTERS, OR ANY PART THEREOF FROM PUBLIC PLACES"); AND AMENDING TITLE 10 ("PUBLIC PARKS"), CHAPTER 1 ("PARKS AND WATERWAYS RULES AND REGULATIONS"), **SECTION 1 ("DEFINITIONS")**, SECTION 3 ("TRAFFIC"), BY AMENDING THE LANGUAGE TO INCLUDE PROVISIONS FOR HIGH-SPEED ELECTRIC MOTORBIKES; AMENDING LANGUAGE TO CLARIFY PROHIBITED ACTS AND PENALTIES; PROVIDING SEVERABILITY; REPEALING CONFLICTING CITY CODE PROVISIONS; APPROVING A SUMMARY OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE. (Page 93)

H. UNFINISHED BUSINESS

I. NEW BUSINESS

J. EXECUTIVE SESSION for the following purposes:

K. ADJOURNMENT

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

**CITY OF GARDEN CITY
CITY COUNCIL MEETING MINUTES
May 26, 2026
5:00 P.M.**

WORK SESSION

A. CALL TO ORDER

Mayor Jacobs called the work session to order at 5:00 p.m.

Councilmember Carver-Herbert and Councilmember Rasmussen were present for the work session.

B. INTRODUCTION OF SAP2026-0001 (ACHD PROPERTY): HERON COMMONS

Jenah Thornborrow, Development Services Director, presented the proposed SAP2026-0001 for the ACHD property.

C. ROLES AND RESPONSIBILITIES OF CITY GOVERNMENT – KELLY PACKER, AIC

Kelley Packer, AIC Executive Director, presented information from the Newly Elected Official Manual.

REGULAR COUNCIL MEETING CALL TO ORDER

A. Mayor Jacobs called the meeting to order at 6:01 p.m.

CLERK CERTIFIED MEETING NOTICE

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

B. ROLL CALL

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

Councilmember Jorgensen was absent.

C. Mayor Jacobs led the pledge of allegiance.

D. CHANGES TO AGENDA

Mayor Jacobs requested to move item G12 to item F1 to accommodate the honored guests and item G3b will be stricken from the agenda as it is no longer needed.

E. CONSENT AGENDA

1. Approval of Minutes May 11, 2026

2. Ratification of Accounts Payable Claims

3. SUBFY2024-0006, Edgemere Subdivision Decision Document Approval

Action: Councilmember Page moved to approve the consent agenda as presented and Councilmember Rasmussen seconded.

ROLL CALL VOTE:

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

The motion passed.

F. SPECIAL BUSINESS

- 1. RESOLUTION 1253-26: A RESOLUTION CONSENTING TO THE APPOINTMENT OF GARDEN CITY POLICE LIEUTENANT TYLER DOMENY TO POLICE CHIEF OF GARDEN CITY POLICE DEPARTMENT ON AUGUST 5, 2026; AUTHORIZING THE MAYOR TO MAKE SUCH APPOINTMENT; AND PROVIDING AN EFFECTIVE DATE.**

Action: Councilmember Page moved to approve Resolution 1253-26 and Councilmember Rasmussen seconded.

ROLL CALL VOTE:

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

The motion passed.

- 2. Authorize Mayor Jacobs to re-appoint Dennis Huston to the Garden City Urban Renewal Agency Board for a 5-year term.**

Action: Councilmember Rasmussen moved to authorize Mayor Jacobs to re-appoint Dennis Huston to the Garden City Urban Renewal Agency Board for a 5-year term and Councilmember Page seconded.

ROLL CALL VOTE:

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

The motion passed.

- 3. Development Services Department Notice of Decisions:**
- a. DSRFY2026-0003: Located at 212 W. 41st St.**
 - b. DSRFY2026-0009: Located at 3858 N. Reed St.**

The council had no issues with the decisions.

- 4. The monthly staff reports were submitted in writing.**

G. ORDINANCES, RESOLUTIONS, CONTRACTS

- 1. PUBLIC HEARING: SUBFY2025-0003: Ian McLaughlin with Pivot North Architecture is requesting a Final Plat consisting of 6 residential lots and 1 common lot. The property is currently located at 213 & 215 E 35th St.; Ada County Parcels #R2734540790 and #R2734540770 in the C-2 zoning district.**

Hannah Ball and Ian McLaughlin, applicant representatives, presented SUBFY2025-0003.
Jenah Thornborrow, Development Services Director, presented the staff report.

Mayor Jacobs opened the public hearing at 6:46 p.m. No one signed up to speak, and no one came forward from the audience to speak. Mayor Jacobs closed the public hearing at 6:47 p.m.

Action: Councilmember Page moved to approve SUBFY2025-0003 including the findings of fact, conclusions of law, and decision document as amended and Councilmember Rasmussen seconded.

ROLL CALL VOTE:

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

The motion passed.

- 2. PUBLIC HEARING AND FIRST READING ORDINANCE 1066-26: AN ORDINANCE OF THE CITY OF GARDEN CITY, IDAHO, GRANTING TO INTERMOUNTAIN GAS COMPANY A TWENTY (20) YEAR EXTENSION TO ITS FRANCHISE TO CONSTRUCT, MAINTAIN AND OPERATE A GAS TRANSMISSION AND DISTRIBUTION SYSTEM; PROVIDING FOR THE USE OF STREETS AND ALLEYS, AND RULES GOVERNING THE SAME, SUBJECTING THE GRANTEE TO ALL POWERS OF THE CITY; SETTING FORTH THE RULES OF THE FRANCHISE AND GRANT; PROVIDING FOR THE RIGHT OF INSPECTION BY THE CITY OF GRANTEE'S PLANS, ACCOUNTS, AND BOOKS; REQUIRING GRANTEE TO FURNISH CERTAIN MAPS; SETTING FORTH THE ANNUAL PAYMENT TO THE CITY, AND THE FILING OF ANNUAL REPORTS WITH THE CITY; REQUIRING GRANTEE TO INDEMNIFY CITY, AND FILE EVIDENCE OF INSURANCE; REQUIRING COMPLIANCE WITH SAFETY REGULATIONS; SETTING FORTH AN AGREEMENT NOT TO COMPETE, RESERVING POWER OF EMINENT DOMAIN; PROVIDING FOR SURRENDER OF FRANCHISE; GRANTING RIGHT TO SALVAGE; REQUIRING WRITTEN ACCEPTANCE; PROVIDING FOR CONSENT TO SALE, ASSIGNMENT OR LEASE; PROVIDING FOR PAYMENT OF PUBLICATION COST; SETTING FORTH PENALTIES AND FORFEITURES, SEPARABILITY AND REPEAL; APPROVING A SUMMARY OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.**

Charles Wadams, City Attorney, presented the legal review.

Mayor Jacobs opened the public hearing at 7:17 p.m. No one signed up to speak, and no one came forward from the audience to speak. Mayor Jacobs closed the public hearing at 7:17 p.m.

Action: Councilmember Page moved to have the first reading of Ordinance 1066-26 by title only and Councilmember Rasmussen seconded.

ROLL CALL VOTE:

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

The motion passed.

The city clerk read Ordinance 1066-26 by title only.

3. COMBINED THREE PUBLIC HEARINGS NACFR IMPACT FEES:

- a. **Increased Impact Fee (Ordinance 1060-25); and**
- b. **Impact Fee Ordinance Amendments (Ordinances 1060-25, 1063-25 and 1064-25).**

William Gigray, NACFR legal representative, presented an overview of the request.

Charles Wadams, City Attorney, presented the legal review.

Mayor Jacobs opened the public hearing at 7:27 p.m. No one signed up to speak, and no one came forward from the audience to speak. Mayor Jacobs closed the public hearing at 7:27 p.m.

4. THIRD READING: ORDINANCE 1060-25 AN ORDINANCE OF THE CITY OF GARDEN CITY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING SUBSECTION C OF SECTION 3, CHAPTER 1, TITLE 11 GARDEN CITY MUNICIPAL CODE, PROVIDING FOR A TECHNICAL CORRECTION; and NORTH ADA COUNTY FIRE AND RESCUE DISTRICT DEVELOPMENT IMPACT FEE ORDINANCE FEE SCHEDULE; and PROVIDING AN EFFECTIVE DATE.

Action: Councilmember Page moved to have the third reading of Ordinance 1060-25 by title only and Councilmember Rasmussen seconded.

ROLL CALL VOTE:

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

The motion passed.

The clerk read Ordinance 1060-25 by title only.

5. MOTION TO ADOPT AND PUBLISH ORDINANCE 1060-25.

Action: Councilmember Page moved to adopt and publish Ordinance 1060-25 and Councilmember Rasmussen seconded.

ROLL CALL VOTE:

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

The motion passed.

6. THIRD READING: ORDINANCE 1063-25 AN ORDINANCE OF THE CITY OF GARDEN CITY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING SUBSECTION A OF SECTION 1, CHAPTER 1, TITLE 11 GARDEN CITY MUNICIPAL CODE, CORRECTING THE NAME OF THE NORTH ADA COUNTY FIRE & RESCUE DISTRICT, and PROVIDING AN EFFECTIVE DATE.

Action: Councilmember Page moved to have the third reading of Ordinance 1063-25 by title only and Councilmember Rasmussen seconded.

ROLL CALL VOTE:

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

The motion passed.

The city clerk read Ordinance 1063-25 by title only.

7. MOTION TO ADOPT AND PUBLISH ORDINANCE 1063-25.

Action: Councilmember Page moved to adopt and publish Ordinance 1063-25 and Councilmember Rasmussen seconded.

ROLL CALL VOTE:

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

The motion passed.

8. **THIRD READING: ORDINANCE 1064-25 AN ORDINANCE OF THE CITY OF GARDEN CITY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, REPEALING SECTION 16 OF CHAPTER 1, TITLE 11 GARDEN CITY MUNICIPAL CODE PROVIDING FOR THE “CITY OF GARDEN CITY/NORTH ADA COUNTY FIRE AND RESCUE DISTRICT JOINT DEVELOPMENT IMPACT FEE STANDING ADVISORY COMMITTEE”; AND AMENDING CHAPTER 1, TITLE 11 OF THE GARDEN CITY MUNICIPAL CODE BY THE ADDITION THERETO OF A NEW SECTION 16 PROVIDING FOR THE “NORTH ADA COUNTY FIRE & RESCUE DISTRICT JOINT DEVELOPMENT IMPACT FEE STANDING ADVISORY COMMITTEE” BY INTERGOVERNMENTAL AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.**

Action: Councilmember Page moved to have the third reading of Ordinance 1064-25 by title only and Councilmember Rasmussen seconded.

ROLL CALL VOTE:

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

The motion passed.

The city clerk read Ordinance 1064-25 by title only.

9. **MOTION TO ADOPT AND PUBLISH ORDINANCE 1064-25.**

Action: Councilmember Page moved to adopt and publish Ordinance 1064-25 and Councilmember Rasmussen seconded.

ROLL CALL VOTE:

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

The motion passed.

10. **RESOLUTION 1229-25: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN CITY, ADA COUNTY, STATE OF IDAHO MAKING CERTAIN FINDINGS; AND APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ON BEHALF OF THE CITY COUNCIL THAT CERTAIN AGREEMENT BY AND BETWEEN THE CITY OF GARDEN CITY AND THE NORTH ADA COUNTY FIRE & RESCUE DISTRICT ENTITLED THE CITY OF GARDEN CITY AND NORTH ADA COUNTY FIRE & RESCUE DISTRICT FIRST AMENDED AND REFORMED INTERGOVERNMENTAL AND**

JOINT POWERS AGREEMENT FOR THE COLLECTION AND EXPENDITURE OF DEVELOPMENT IMPACT FEES FOR FIRE DISTRICT SYSTEMS IMPROVEMENTS; AND DIRECTING THE CITY CLERK; AND PROVIDING AN EFFECTIVE DATE.

Action: Councilmember Page moved to approve Resolution 1229-25 and Councilmember Rasmussen seconded.

ROLL CALL VOTE:

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

The motion passed.

- 11. RESOLUTION 1252-26: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN CITY, IDAHO, SUPPORTING RESOLUTION NO. 1236-26 FOR THE AMERICA250 IN IDAHO COMMEMORATION; AUTHORIZING THE LOCATION OF THE AMERICA250 MURAL IN GARDEN CITY, THE DATE FOR THE RIBBON-CUTTING CELEBRATION, AND AUTHORIZING A CITY CONTRIBUTION OF \$1,500.00 FOR THIS PUBLIC PURPOSE; AND PROVIDING AN EFFECTIVE DATE.**

Action: Councilmember Page moved to approve Resolution 1252-26 and Councilmember Rasmussen seconded.

ROLL CALL VOTE:

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

The motion passed.

H. UNFINISHED BUSINESS

I. NEW BUSINESS

J. EXECUTIVE SESSION for the following purposes:

K. ADJOURNMENT

Councilmember Rasmussen moved to adjourn the meeting at 7:35 p.m. and Councilmember Page seconded. The motion passed unanimously.

ATTEST:

APPROVED:

Lisa M. Leiby, City Clerk

William L. Jacobs, Mayor

City of Garden City Council Minutes
May 26, 2026
7 | Page



TREASURY DEPARTMENT

6015 Glenwood Street ■ Garden City, Idaho 83714

Date: June 8, 2026

To: Mayor and City Council Members

From: Lisa Leiby, City Treasurer/Clerk

Subject: Check Proof Runs for Ratification

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

The proof runs we are asking that you ratify on June 8, 2026, are as follows:

Checks dated May 29, 2026	\$489,950.35
Checks dated June 5, 2026	\$17,701.15
	\$507,651.50

Attachments

Accounts Payable

Computer Check Proof List by Vendor

User: lleiby
Printed: 05/26/2026 - 2:55PM
Batch: 00729.05.2026



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1300	Ada County Sheriff			Check Sequence: 1	ACH Enabled: False
123281	10/2025 - 04/2026 Voiance Charges	76.59	05/29/2026	100-45-0000-619-00	
	Check Total:	76.59			
Vendor: UB*04215	HARVEY AND DIANE AESCHBACHER			Check Sequence: 2	ACH Enabled: False
	Refund Check 020855-001, 8070 W PENNY LN	91.04	05/29/2026	320-00-0000-201-00	
	Check Total:	91.04			
Vendor: UB*04216	THOMAS AND MARGARET ALLEGREZZA			Check Sequence: 3	ACH Enabled: False
	Refund Check 025200-001, 6131 N ULMER LN	158.46	05/29/2026	320-00-0000-201-00	
	Check Total:	158.46			
Vendor: 2400	Alloway Electric Co			Check Sequence: 4	ACH Enabled: False
13080	Locates Glenwood/Marigold	90.00	05/29/2026	100-80-0060-568-00	
	Check Total:	90.00			
Vendor: ALLSTA	American Heritage Life Insurance Co			Check Sequence: 5	ACH Enabled: False
64693 05/2026	May 2026 Premiums	1,075.16	05/29/2026	100-00-0000-202-10	
	Check Total:	1,075.16			
Vendor: APEX	Apex Floorcovering			Check Sequence: 6	ACH Enabled: False
	New Carpet	450.00	05/29/2026	100-48-0000-710-00	
	Check Total:	450.00			
Vendor: UB*04211	BOBS AUTO REPAIR OF BOISE, LLC			Check Sequence: 7	ACH Enabled: False
	Refund Check 026969-000, 4600 W CHINDEN	90.15	05/29/2026	320-00-0000-201-00	
	Check Total:	90.15			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 7400	Boise Public Works Department			Check Sequence: 8	ACH Enabled: False
Mar 2026	Mar 2026 Sewer Treatment Charges	0.74	05/29/2026	320-80-0082-690-00	
Mar 2026	Mar 2026 Sewer Treatment Charges	231,502.46	05/29/2026	320-80-0082-690-00	
	Check Total:	231,503.20			
Vendor: BRODARI	Brodart Co.			Check Sequence: 9	ACH Enabled: False
Y-5.577	M & D Supplies	64.10	05/29/2026	100-48-0000-502-00	
	Check Total:	64.10			
Vendor: UB*04214	JOSEPH AND BECKY BUNDERSON			Check Sequence: 10	ACH Enabled: False
	Refund Check 025574-000, 4257 N HARDTAIL	29.08	05/29/2026	320-00-0000-201-00	
	Check Total:	29.08			
Vendor: CANON	Canon Financial Services			Check Sequence: 11	ACH Enabled: False
43159678	May 2026 Copier Lease	145.75	05/29/2026	100-41-0000-581-00	
43159849	May2026 Lease	54.00	05/29/2026	100-48-0000-581-00	
43159850	May 2026 Copier Lease	77.14	05/29/2026	200-80-0084-581-00	
43159850	May 2026 Copier Lease	77.13	05/29/2026	220-80-0083-581-00	
43164193	May 2026 Copier Lease	46.95	05/29/2026	100-45-0000-581-00	
43164194	May 2026 Copier Lease	228.78	05/29/2026	100-45-0000-581-00	
	Check Total:	629.75			
Vendor: 33100	Century Link			Check Sequence: 12	ACH Enabled: False
333797992 5/26	May 2026 phone/internet	420.12	05/29/2026	100-41-0000-770-00	
	Check Total:	420.12			
Vendor: CHRSEN	Christensen Inc			Check Sequence: 13	ACH Enabled: False
460294	Fuel	203.29	05/29/2026	100-48-0055-540-00	
	Check Total:	203.29			
Vendor: 5050	Co-Energy A Connell Oil Inc Company			Check Sequence: 14	ACH Enabled: False
CL98693	fuel	320.72	05/29/2026	300-80-0081-540-00	
CL98693	fuel	542.49	05/29/2026	320-80-0082-540-00	
CL98693	fuel	91.22	05/29/2026	320-80-0085-540-00	
CL98693	fuel	285.99	05/29/2026	100-80-0050-540-00	
	Check Total:	1,240.42			
Vendor: 11550	Commercial Glass Inc			Check Sequence: 15	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
264188	City Hall repair	1,270.00	05/29/2026	100-80-0044-561-00	
	Check Total:	1,270.00			
Vendor: COMMTIF	Commercial Tire, Inc.			Check Sequence: 16	ACH Enabled: False
17-288173	182 Alignment	632.14	05/29/2026	300-80-0081-565-00	
	Check Total:	632.14			
Vendor: CBLUE	Curtis Blue Line			Check Sequence: 17	ACH Enabled: False
1068877	Clothing - new hires	1,231.00	05/29/2026	100-45-0000-469-00	
	Check Total:	1,231.00			
Vendor: 13100	Custom Electric Inc.			Check Sequence: 18	ACH Enabled: False
9714	WIN 911 Scada programming	420.00	05/29/2026	320-80-0082-612-00	
9714	WIN 911 Scada programming	420.00	05/29/2026	300-80-0081-612-00	
9716	Meadow Creek LS PLC	280.00	05/29/2026	320-80-0082-568-00	
9719	Soft Start MS 3	1,346.00	05/29/2026	320-80-0082-568-00	
9722	Wells VFD Fan	891.77	05/29/2026	300-80-0081-568-00	
	Check Total:	3,357.77			
Vendor: 13300	D & B Supply			Check Sequence: 19	ACH Enabled: False
5686	supplies	69.98	05/29/2026	100-80-0050-560-00	
591	supplies	44.26	05/29/2026	100-80-0050-560-00	
6435	supplies	38.00	05/29/2026	100-80-0050-560-00	
8146	David Boots	124.99	05/29/2026	320-80-0085-469-00	
	Check Total:	277.23			
Vendor: 14700	Dig Line			Check Sequence: 20	ACH Enabled: False
79504	157 Calls	153.07	05/29/2026	300-80-0081-568-00	
79504	157 Calls	153.08	05/29/2026	320-80-0082-568-00	
	Check Total:	306.15			
Vendor: UB*04209	ERNEST AND KIM DIXON			Check Sequence: 21	ACH Enabled: False
	Refund Check 024235-000, 9160 AUSTIN ST	289.59	05/29/2026	320-00-0000-201-00	
	Check Total:	289.59			
Vendor: DONERIT	Done Rite Tree Company, Inc.			Check Sequence: 22	ACH Enabled: False
583	Greenbelt trees pruning 40th Street	1,620.00	05/29/2026	100-80-0050-560-00	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,620.00			
Vendor: 15500	ESP Printing & Mailing			Check Sequence: 23	ACH Enabled: False
INV530429	2026 Summer Reading Logs	1,188.00	05/29/2026	100-48-0000-700-02	
	Check Total:	1,188.00			
Vendor: 16450	Evergreen Sprinkler			Check Sequence: 24	ACH Enabled: False
26-4147	parts/supplies	37.67	05/29/2026	100-80-0050-560-00	
26-5857	Riverfront Park	84.85	05/29/2026	100-80-0050-560-00	
26-5913	Riverfront Park	81.79	05/29/2026	100-80-0050-560-00	
	Check Total:	204.31			
Vendor: 17050	Ferguson Waterworks #1701			Check Sequence: 25	ACH Enabled: False
0955540	Parts	732.57	05/29/2026	300-80-0081-568-00	
0956156	Meters	5,287.10	05/29/2026	300-80-0081-568-00	
0958406	Meters	3,424.00	05/29/2026	300-80-0081-568-00	
0958407	Meters	1,712.00	05/29/2026	300-80-0081-568-00	
	Check Total:	11,155.67			
Vendor: 17265	Fishers Document Systems, Inc.			Check Sequence: 26	ACH Enabled: False
1675814	May 2026 Copies	41.92	05/29/2026	100-41-0000-581-00	
	Check Total:	41.92			
Vendor: UB*04219	GUNNER LLC			Check Sequence: 27	ACH Enabled: False
	Refund Check 025761-000, 8529 W STATE ST	218.50	05/29/2026	320-00-0000-201-00	
	Check Total:	218.50			
Vendor: 21950	Idaho Power Co			Check Sequence: 28	ACH Enabled: False
03603	May 2026 services	4,263.10	05/29/2026	300-80-0081-771-02	
22472	May 2026 services	846.08	05/29/2026	100-45-0000-771-02	
24263	May 2026 services	373.60	05/29/2026	320-80-0082-771-02	
24263	May 2026 services	1,425.59	05/29/2026	300-80-0081-771-02	
30205	May 2026 services	20.06	05/29/2026	100-80-0060-771-02	
49674	May 2026 services	5,014.29	05/29/2026	100-80-0060-771-02	
49674	May 2026 services	6,193.78	05/29/2026	300-80-0081-771-02	
49674	May 2026 services	757.07	05/29/2026	320-80-0082-771-02	
49674	May 2026 services	1,749.40	05/29/2026	100-80-0044-771-02	
56047	May 2026 services	37.39	05/29/2026	100-80-0050-771-02	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
58518	May 2026 services	44.45	05/29/2026	100-80-0050-771-02	
67789	May 2026 services	39.08	05/29/2026	320-80-0082-771-02	
71038	May 2026 services	26.34	05/29/2026	100-80-0050-771-02	
85392	May 2026 services	1.42	05/29/2026	100-80-0060-771-02	
92134	May 2026 services	149.32	05/29/2026	100-45-0047-771-02	
93282	May 2026 services	27.47	05/29/2026	100-80-0060-771-02	
93348	May 2026 services	38.33	05/29/2026	320-80-0082-771-02	
96794	May 2026 services	863.70	05/29/2026	300-80-0081-771-02	
	Check Total:	21,870.47			
Vendor: 22850	Ingram Library Service			Check Sequence: 29	ACH Enabled: False
96533338	Books	12.68	05/29/2026	100-48-0000-800-00	
96553337	Books	253.76	05/29/2026	100-48-0000-800-00	
	Check Total:	266.44			
Vendor: 23050	Intermountain Gas Co			Check Sequence: 30	ACH Enabled: False
22230430005	May 2026 Services	187.08	05/29/2026	100-80-0044-771-03	
22230430005	May 2026 Services	45.46	05/29/2026	100-45-0000-771-03	
22230430005	May 2026 Services	27.48	05/29/2026	320-80-0082-771-03	
22230430005	May 2026 Services	171.82	05/29/2026	300-80-0081-771-03	
	Check Total:	431.84			
Vendor: UB*04213	SARAH ISENBERG			Check Sequence: 31	ACH Enabled: False
	Refund Check 005938-000, 5750 GARRETT ST	108.08	05/29/2026	320-00-0000-201-00	
	Check Total:	108.08			
Vendor: UB*04206	JASON JOHNSTON			Check Sequence: 32	ACH Enabled: False
	Refund Check 024211-001, 4218 N FREERIDE	22.90	05/29/2026	320-00-0000-201-00	
	Check Total:	22.90			
Vendor: KA	Keller Associates Inc			Check Sequence: 33	ACH Enabled: False
255947	Reed/40th/41st - Water & Sewerlines - URA	12,653.25	05/29/2026	310-80-0081-805-02	
255947	Reed/40th/41st - Water & Sewerlines - URA	12,653.25	05/29/2026	330-80-0082-805-02	
255949	45th St Waterline	2,034.90	05/29/2026	310-80-0081-805-00	
255949	33rd St Waterline - URA	872.10	05/29/2026	310-80-0081-805-02	
255950	39th St Waterline - URA	11,648.90	05/29/2026	310-80-0081-805-02	
255951	Well 4 Improvements - URA	19,276.25	05/29/2026	310-80-0081-805-02	
	Check Total:	59,138.65			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: KYLEC	Carla Kyle			Check Sequence: 34	ACH Enabled: False
	Apr2026 Qingong	25.00	05/29/2026	100-48-0000-700-02	
	Check Total:	25.00			
Vendor: 24400	LEADS Online Inc.			Check Sequence: 35	ACH Enabled: False
425564	Agency ID1321 08/01/2026 - 07/31/2027 Renev	3,532.00	05/29/2026	100-00-0000-141-00	
	Check Total:	3,532.00			
Vendor: 26750	M2 Automation & Control Services			Check Sequence: 36	ACH Enabled: False
15947	Server Reboot key cards	420.00	05/29/2026	100-52-0000-612-00	
	Check Total:	420.00			
Vendor: UB*04210	CASEY MCCLUSKEY			Check Sequence: 37	ACH Enabled: False
	Refund Check 028471-000, 8903 W SHINDIG I	42.81	05/29/2026	320-00-0000-201-00	
	Check Total:	42.81			
Vendor: 35600	Mobil 1 Lube Express			Check Sequence: 38	ACH Enabled: False
122916	183 LOF	100.25	05/29/2026	320-80-0082-565-00	
	Check Total:	100.25			
Vendor: MTNHOM	Mountain Home Auto Ranch			Check Sequence: 39	ACH Enabled: False
HF6F146	2026 Ford F150 - Sewer Division	44,181.45	05/29/2026	330-80-0082-803-00	
HF6F147	2026 Ford F150 - Water Division	44,181.45	05/29/2026	310-80-0081-803-00	
	Check Total:	88,362.90			
Vendor: 29850	Office Depot Inc			Check Sequence: 40	ACH Enabled: False
469220815001	Supplies	116.91	05/29/2026	100-48-0000-502-00	
	Check Total:	116.91			
Vendor: 30150	Oxarc Inc			Check Sequence: 41	ACH Enabled: False
32572520	supplies	4,421.00	05/29/2026	300-80-0081-568-00	
	Check Total:	4,421.00			
Vendor: 1500	Peak1 Administration			Check Sequence: 42	ACH Enabled: False
3009	May 2026 services	113.13	05/29/2026	100-41-0000-679-00	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	113.13			
Vendor: UB*04205	DAVID PETERSON			Check Sequence: 43	ACH Enabled: False
	Refund Check 028246-000, 4265 N REED LN	22.26	05/29/2026	320-00-0000-201-00	
	Check Total:	22.26			
Vendor: 29545	Power Equipment LLC			Check Sequence: 44	ACH Enabled: False
2767	Ruby Gen inspection	540.00	05/29/2026	320-80-0082-568-00	
2767	Water Gen Inspections	3,475.82	05/29/2026	300-80-0081-568-00	
	Check Total:	4,015.82			
Vendor: UB*04212	JOHN ROBBESOM			Check Sequence: 45	ACH Enabled: False
	Refund Check 027773-000, 8763 AUSTIN ST	18.33	05/29/2026	320-00-0000-201-00	
	Check Total:	18.33			
Vendor: UB*04218	JOY SNIDER			Check Sequence: 46	ACH Enabled: False
	Refund Check 017178-000, 9401 RIVERSIDE I	142.56	05/29/2026	320-00-0000-201-00	
	Check Total:	142.56			
Vendor: 37200	State Insurance Fund			Check Sequence: 47	ACH Enabled: False
31026392	FY2026 2nd installment	44,382.00	05/29/2026	100-00-0000-140-02	
	Check Total:	44,382.00			
Vendor: 37600	Sterling Battery Co			Check Sequence: 48	ACH Enabled: False
51902	equipment part	65.95	05/29/2026	300-80-0081-568-00	
	Check Total:	65.95			
Vendor: UB*04207	TREASURED COMMUNITIES INC			Check Sequence: 49	ACH Enabled: False
	Refund Check 025493-007, 5288 N RIVER WA	79.19	05/29/2026	320-00-0000-201-00	
	Check Total:	79.19			
Vendor: UB*04217	TREASURED COMMUNITIES INC			Check Sequence: 50	ACH Enabled: False
	Refund Check 025493-006, 5264 N RIVER WA	22.24	05/29/2026	320-00-0000-201-00	
	Check Total:	22.24			
Vendor: 40510	US Bank			Check Sequence: 51	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
0591	Computer supplies Amazon	752.21	05/29/2026	100-52-0000-585-00	
4532	Meadow Creek supplies	381.97	05/29/2026	320-80-0082-568-00	
4532	supplies signs install	56.96	05/29/2026	100-80-0050-560-00	
4532	breakroom supplies	18.50	05/29/2026	300-80-0081-500-00	
4532	breakroom supplies	18.49	05/29/2026	320-80-0082-500-00	
4532	1000Bulbs	137.81	05/29/2026	320-80-0082-561-00	
4532	1000Bulbs	137.81	05/29/2026	300-80-0081-561-00	
4532	T Vaughn IBOL Renewals	60.00	05/29/2026	300-80-0081-643-00	
4532	T Vaughn IBOL Renewals	30.00	05/29/2026	320-80-0082-643-00	
4532	Richard IBOL Renewals	60.00	05/29/2026	320-80-0082-643-00	
4532	Richard IBOL Renewals	30.00	05/29/2026	300-80-0081-643-00	
4532	Car Wash	15.99	05/29/2026	100-52-0000-565-00	
4532	Car Wash	66.96	05/29/2026	100-80-0050-565-00	
4532	Car Wash	95.94	05/29/2026	300-80-0081-565-00	
4532	Car Wash	111.93	05/29/2026	320-80-0082-565-00	
4532	Car Wash	31.98	05/29/2026	320-80-0085-565-00	
4532	Car Wash	31.98	05/29/2026	100-80-0044-565-00	
	Check Total:	2,038.53			
Vendor: USBEF	US Bank Equipment Finance			Check Sequence: 52	ACH Enabled: False
580680031	Toshiba lease	69.52	05/29/2026	300-80-0081-581-00	
580680031	Toshiba lease	69.52	05/29/2026	320-80-0082-581-00	
	Check Total:	139.04			
Vendor: 41775	Verizon Wireless			Check Sequence: 53	ACH Enabled: False
6143887105	May 2026 Cell Services	125.12	05/29/2026	100-41-0000-770-00	
6143887105	May 2026 Cell Services	61.05	05/29/2026	100-80-0050-770-00	
6143887105	May 2026 Cell Services	80.94	05/29/2026	100-52-0000-770-00	
6143887105	May 2026 Cell Services	286.22	05/29/2026	320-80-0082-770-00	
6143887105	May 2026 Cell Services	40.70	05/29/2026	320-80-0085-770-00	
6143887105	May 2026 Cell Services	219.93	05/29/2026	300-80-0081-770-00	
6143887105	May 2026 Cell Services	35.54	05/29/2026	100-48-0000-770-00	
6143887105	May 2026 Cell Services	42.44	05/29/2026	100-49-0000-770-00	
6143887105	May 2026 Cell Services	20.35	05/29/2026	220-80-0083-500-00	
	Check Total:	912.29			
Vendor: WESTHEA	Western Heating & Air Conditioning, LLC			Check Sequence: 54	ACH Enabled: False
451904174	MSA PWSF	51.88	05/29/2026	300-80-0081-561-00	
451904174	MSA PWSF	51.87	05/29/2026	320-80-0082-561-00	
451904187	MSA City Hall	561.25	05/29/2026	100-80-0044-561-00	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
451904200	MSA OPS Center	65.63	05/29/2026	300-80-0081-561-00	
451904200	MSA OPS Center	65.62	05/29/2026	320-80-0082-561-00	
452148112	Belt replacemnts 2 units	135.00	05/29/2026	100-80-0044-561-00	
	Check Total:	931.25			
Vendor: UB*04220	WFM ENTERPRISES LLC			Check Sequence: 55	ACH Enabled: False
	Refund Check 006226-001, 219 E 50TH ST - G/	178.50	05/29/2026	320-00-0000-201-00	
	Check Total:	178.50			
Vendor: UB*04208	MICHAEL WINNER			Check Sequence: 56	ACH Enabled: False
	Refund Check 018098-000, 5811 W STERLING	63.37	05/29/2026	320-00-0000-201-00	
	Check Total:	63.37			
Vendor: 44450	Xerox Business Solutions			Check Sequence: 57	ACH Enabled: False
IN5384013	May 2026 scanner lease	26.50	05/29/2026	200-80-0084-581-00	
IN5384013	May 2026 scanner lease	26.50	05/29/2026	220-80-0083-581-00	
	Check Total:	53.00			
	Total for Check Run:	489,950.35			
	Total of Number of Checks:	57			

Accounts Payable

Computer Check Proof List by Vendor

User: hhugg
Printed: 06/01/2026 - 10:58AM
Batch: 00705.06.2026



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: AMEUNI June 2026	American United Life Insurance Co June 2026 Premiums	1,712.49	06/05/2026	Check Sequence: 1 100-00-0000-202-10	ACH Enabled: False
	Check Total:	1,712.49			
Vendor: BRODART 676661	Brodart Co. Supplies	64.10	06/05/2026	Check Sequence: 2 100-48-0000-502-00	ACH Enabled: False
	Check Total:	64.10			
Vendor: CDW AJ4F22D AJ4F22D AJ4F22D AJ4F22D AJ4F22D AJ4F22D	CDW Government Adobe license renewals Adobe license renewals Adobe license renewals Adobe license renewals Adobe license renewals Adobe license renewals	2,435.22 333.50 333.50 333.50 1,067.64 318.36	06/05/2026 06/05/2026 06/05/2026 06/05/2026 06/05/2026 06/05/2026	Check Sequence: 3 100-52-0000-612-00 300-80-0081-612-00 320-80-0082-612-00 320-80-0082-612-00 200-80-0084-612-00 220-80-0083-612-00	ACH Enabled: False
	Check Total:	4,821.72			
Vendor: CEN 999102726107	Cengage Learning Inc. Books	57.00	06/05/2026	Check Sequence: 4 100-48-0000-800-00	ACH Enabled: False
	Check Total:	57.00			
Vendor: 17265 1677425	Fishers Document Systems, Inc. May 2026 Copies	179.84	06/05/2026	Check Sequence: 5 100-45-0000-581-00	ACH Enabled: False
	Check Total:	179.84			
Vendor: GPS 589426 593261	Gills Point S Corporate U190 Repairs U212 Repairs	41.40 731.30	06/05/2026 06/05/2026	Check Sequence: 6 100-45-0000-565-00 100-45-0000-565-00	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	772.70			
Vendor: GRIAUT 11349	Griffin's Auto Glass LLC U212 Repair	400.00	06/05/2026	Check Sequence: 7 100-45-0000-565-00	ACH Enabled: False
	Check Total:	400.00			
Vendor: IDAPRE 68495 68496	Idaho Press Tribune NACFR Impact Fee public hearing 5/26/2026 Int Gas Public Hearing	293.57 72.10	06/05/2026 06/05/2026	Check Sequence: 8 100-00-0000-129-00 100-51-0000-640-00	ACH Enabled: False
	Check Total:	365.67			
Vendor: 22850	Ingram Library Service			Check Sequence: 9	ACH Enabled: False
96582937	Books	89.51	06/05/2026	100-48-0000-800-00	
96582938	Books	76.37	06/05/2026	100-48-0000-800-00	
96582939	Books	89.90	06/05/2026	100-48-0000-800-00	
96582940	Books	27.07	06/05/2026	100-48-0000-800-00	
96582941	Books	80.01	06/05/2026	100-48-0000-800-00	
96582942	Books	18.86	06/05/2026	100-48-0000-800-00	
96582943	Books	47.52	06/05/2026	100-48-0000-800-00	
96582944	Books	155.48	06/05/2026	100-48-0000-800-00	
96582945	Books	9.18	06/05/2026	100-48-0000-800-00	
96616400	Books	20.38	06/05/2026	100-48-0000-800-00	
96616402	Books	11.36	06/05/2026	100-48-0000-800-00	
96671192	Books	41.16	06/05/2026	100-48-0000-800-00	
96671193	Books	21.65	06/05/2026	100-48-0000-800-00	
96671194	Books	17.79	06/05/2026	100-48-0000-800-00	
96671195	Books	133.94	06/05/2026	100-48-0000-800-00	
96677942	Books	17.98	06/05/2026	100-48-0000-800-00	
96710450	Books	8.26	06/05/2026	100-48-0000-800-00	
96710451	Books	19.68	06/05/2026	100-48-0000-800-00	
96715553	Books	18.25	06/05/2026	100-48-0000-800-00	
96715554	Books	14.95	06/05/2026	100-48-0000-800-00	
96715555	Books	159.81	06/05/2026	100-48-0000-800-00	
96715556	Books	85.20	06/05/2026	100-48-0000-800-00	
96715557	Books	149.70	06/05/2026	100-48-0000-800-00	
96715558	Books	39.40	06/05/2026	100-48-0000-800-00	
96715559	Books	109.43	06/05/2026	100-48-0000-800-00	
96715560	Books	18.85	06/05/2026	100-48-0000-800-00	
96773593	Books	18.92	06/05/2026	100-48-0000-800-00	
96773594	Books	62.51	06/05/2026	100-48-0000-800-00	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
96773595	Books	82.28	06/05/2026	100-48-0000-800-00	
96773596	Books	36.57	06/05/2026	100-48-0000-800-00	
96773597	Books	13.29	06/05/2026	100-48-0000-800-00	
96773598	Books	26.67	06/05/2026	100-48-0000-800-00	
96773599	Books	45.26	06/05/2026	100-48-0000-800-00	
96773600	Books	38.35	06/05/2026	100-48-0000-800-00	
96773601	Books	57.88	06/05/2026	100-48-0000-800-00	
96800918	Books	42.82	06/05/2026	100-48-0000-800-00	
	Check Total:	1,906.24			
Vendor: INSINV	Insight Investments LLC			Check Sequence: 10	ACH Enabled: False
RT00808758	June 2026 Scanner Lease	87.11	06/05/2026	200-80-0084-581-00	
RT00808758	June 2026 Scanner Lease	87.10	06/05/2026	220-80-0083-581-00	
	Check Total:	174.21			
Vendor: MIDWEST	Midwest Tape LLC			Check Sequence: 11	ACH Enabled: False
508863900	Movies/TV	192.68	06/05/2026	100-48-0000-800-00	
	Check Total:	192.68			
Vendor: MACOP	Montana Assoc. of Chiefs of Police			Check Sequence: 12	ACH Enabled: False
Dennis	Leadership Institutue Meals	157.50	06/05/2026	100-45-0000-644-00	
OGorman	Leadership Institutue Meals	157.50	06/05/2026	100-45-0000-644-00	
	Check Total:	315.00			
Vendor: 29850	Office Depot Inc			Check Sequence: 13	ACH Enabled: False
468356165001	Supplies	184.33	06/05/2026	100-48-0000-500-00	
468427106001	Supplies	124.15	06/05/2026	100-48-0000-502-00	
468720537001	Supplies	116.91	06/05/2026	100-48-0000-500-00	
	Check Total:	425.39			
Vendor: 35100	Schindler Elevator Corp			Check Sequence: 14	ACH Enabled: False
4607482888	06/01 - 08/31/2026 Elevator Maintenance	958.15	06/05/2026	100-80-0044-561-00	
	Check Total:	958.15			
Vendor: SIGNSFIT	Signs and Design 2 Fit			Check Sequence: 15	ACH Enabled: False
22033	Poster	30.00	06/05/2026	100-48-0000-700-02	
	Check Total:	30.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 40950	United Oil Co			Check Sequence: 16	ACH Enabled: False
CL12377	05/01 - 05/15/2026 Fuel	76.72	06/05/2026	100-45-0047-540-00	
CL12377	05/01 - 05/15/2026 Fuel	5,249.24	06/05/2026	100-45-0000-540-00	
	Check Total:	5,325.96			
	Total for Check Run:	17,701.15			
	Total of Number of Checks:	16			



The Office of the Mayor
PROCLAMATION

WHEREAS, the Idaho Special Olympics Flag Football team has earned the honor of representing the State of Idaho at the 2026 Special Olympics USA Games to be held in Minnesota; and

WHEREAS, these outstanding athletes have demonstrated remarkable skill, sportsmanship, and teamwork through countless hours of training and competition; and

WHEREAS, the athletes' dedication, perseverance, and unwavering spirit serve as an inspiration to their families, their community, and all residents of Garden City; and

WHEREAS, the parents, coaches, and support staff have provided selfless guidance, encouragement, and logistical support, enabling these athletes to reach new heights and achieve this significant milestone; and

WHEREAS, the City of Garden City recognizes the transformative power of the Special Olympics program in promoting inclusion, confidence, and personal achievement for individuals with intellectual disabilities;

NOW, THEREFORE, I, William Jacobs, Mayor of the City of Garden City, Idaho, on behalf of the City Council and all citizens of Garden City, do hereby proclaim our enthusiastic support and admiration for the Idaho Special Olympics Flag Football team as they prepare for and compete in the 2026 Special Olympics USA Games.

We celebrate the hard work, courage, and determination of these remarkable athletes and extend our deepest gratitude to their parents, coaches, and support staff. We wish the team every success in Minnesota and encourage all residents to support and cheer for these outstanding representatives of Idaho.

Dated this 8th day of June 2026

William L. Jacobs, Mayor



BOISE FIRE DEPARTMENT

MAYOR: Lauren McLean | CHIEF: Aaron Hummel

June 1, 2026

Honorable Mayor Jacobs and Garden City Council,

I wanted to share a brief five-minute video outlining what I believe to be one of the most pressing threats facing our communities in the 21st century.

Recognizing Garden City as a critical stakeholder in public safety and community resilience, I wanted to provide this information for your awareness and consideration. I would also welcome the opportunity to meet with you, either as a Board or individually, should you wish to discuss this challenge further.

Watch a short video message:



Or visit:

<https://youtu.be/rjVKuXoenuw>

Aaron Hummel
Fire Chief
Boise Fire Department

Office: (208)570-6500
ahummel@cityofboise.org



The Office of the Mayor
PROCLAMATION

WHEREAS, Idaho’s strength has always been rooted in the values of neighborliness, hard work, local leadership, civic responsibility, and communities coming together in times of challenge; and

WHEREAS, throughout our history, Idahoans have demonstrated courage, innovation, and collaboration across differences to build stronger communities and expand opportunity for future generations; and

WHEREAS, communities across Idaho are facing increasing challenges, including housing instability, rising costs, workforce shortages, pressure on local governments and nonprofit organizations, behavioral and medical health strain, food insecurity, and growing demands on the community safety net; and

WHEREAS, no single sector — government, business, nonprofits, philanthropy, faith communities, or residents — can solve these complex challenges alone; and

WHEREAS, Idaho’s future depends on creating communities where families can afford to live and work, young people see opportunity, veterans and vulnerable neighbors are supported, and every resident feels they belong and can contribute; and

WHEREAS, the “Our Idaho: Neighbor-to-Neighbor” movement seeks to encourage practical collaboration, shared responsibility, local problem-solving, and stronger connections between neighbors and communities across Idaho by ‘owning’ the 1-mile radius around our homes, churches, schools, and places of business; and

NOW, THEREFORE, I, William L. Jacobs, Mayor of the City of Garden City, do hereby proclaim support for **OUR IDAHO: NEIGHBOR-TO-NEIGHBOR** and encourage residents, businesses, nonprofits, faith communities, schools, and local institutions to work together to strengthen our community safety net through collaboration, compassion, stewardship, and shared responsibility.

Dated this 8th day of June 2026

William L. Jacobs, Mayor



DEVELOPMENT SERVICES DEPARTMENT

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

To: City Council
From: Jenah Thornborrow, Development Services Director
Subject: DSRFY2021-0011 Fifth Extension Request
Date: For June 8, 2026, City Council Meeting

REQUEST

Extension of Design Review Approval: DSRFY2021-0011. This is not a public hearing.

BACKGROUND

DSRFY2021-0011 is a Design Review application for a seven-unit Live-Work-Crete development located at 208 E. 33rd St., Garden City, Idaho 83714; Lots 05 and 06, Block 34, Fairview Acres Sub No. 5; Ada County Assessor parcel number R2734541364. The Design Review Committee approved this application on April 5, 2021. The approval was appealed to City Council. The City Council upheld the Design Review Committee decision on May 10, 2021. The City Council has approved four previous requests for one-year extensions.

There is a subsequent building permit, BLDFY2023-0117, and associated Public Works permit PWUFY2023-0014 that have been submitted to the city for review. They were initially submitted to the city on March 20, 2023, with resubmittals submitted on November 5, 2023, and on February 2, 2024. The plans have not been approved for issuance of a building permit.

Previous extension requests were reviewed per the code that was in effect at the time of the request for an extension. Legal counsel has since advised the City Council to review extension requests under the code in effect when the application was approved. The Design Review Application was approved on May 10, 2021. At that time Ordinance 1002-18 adopted 1-28-2019 was in effect. Ordinance 1032-22 was in effect on March 20, 2023, when the building plans were submitted.

The fourth extension request received approval for a one-year extension, with a condition that it be the final extension granted.

APPLICANT NOTED CAUSE FOR REQUEST

The following summary of the applicant's extension request reflects staff's interpretation and is provided for convenience only. It is not intended to supersede or substitute for the complete extension request document, which is included in full in this packet.

The applicant cites "good cause" driven primarily by regulatory process and financial constraints, specifically:

- **Financing delays due to increased construction costs**
Since the project began (around 2019), construction costs have more than doubled, making it necessary to secure full financing before starting construction, which has taken longer than originally anticipated.
- **Coordination with ACHD** (Ada County Highway District)
The project faced a prolonged stormwater compliance issue that could not be solved on-site. Resolution (allowing a fee-in-lieu option) was not reached until November 2025, delaying progress.
- **Avoidance of premature construction**
The applicant chose not to pull permits and begin partial construction (a common way to extend timelines) to avoid creating a half-built project, instead waiting until full financing is secured.
- **Ongoing active advancement**
The project has continued progressing through financing efforts, regulatory coordination, and design work.

The applicant asserts that it is in the city's best interest to grant an extension because:

- **Avoids half-built projects**
Granting the extension allows the applicant to secure full financing before commencing construction, which will reduce the likelihood that the project will stall when only partially constructed.
- **Project is now positioned to move forward**
The ACHD stormwater issue was resolved in late 2025, meaning the remaining hinderance to advancing the project is financing.
- **Supports completion of an approved project**
Allowing more time increases the likelihood that the project gets built.
- **Ensures fairness and consistency**
The applicant notes the City has granted extensions for other applications for financing delays.
- **Code Adherence**
Granting the extension preserves the practice of applying code criteria rather than imposing limits through conditions.
- **No negative impact on compatibility**
The applicant states there have been no significant changes in the neighborhood or policy context, and the project remains compatible with city plans.

STAFF ANALYSIS

Upon review of the file materials, staff concludes that:

- 1) There have been changes to applicable ordinances since the approval of this application. Notably:
 - a. This application was approved utilizing the Work-Live-Create overlay which has since been repealed; and
 - b. This application is deficient by 14 off-street motor vehicle parking spaces based on current code (for analysis see memorandum for the third extension); and

- 2) There has been no major change in the plans or policies other than ordinances that would affect the compatibility of the project; and
- 3) The city is unaware of compliance violations at the subject property. Staff has not conducted a formal investigation or inspection to independently verify full compliance.

For projects processed under earlier code provisions, the Council has imposed a condition stating that an approved extension would constitute the final extension. The fourth extension decision for this application included this condition and provided the reasoned statement: *This is the final extension request that will be granted. A five-year approval is adequate to identify appropriate designs to meet all regulatory agency standards or to determine that the proposal is not developable. For this reason, the approval is conditioned to be the last extension. If a building permit is not issued and in construction by May 10, 2026, this approval will be considered expired and nullified.*

The city approved an extension request for application SUBFY2021-00010, an application which had a similar condition limiting future extensions. In that case, it was the second extension request, and the city was in receipt of verifiable documentation showing ongoing activity on the application, including active plan revisions in response to review comments and agency approvals.

In contrast, aside from the statements in the extension requests asserting progression, the City has not received documentation demonstrating advancement of this application since before the fourth extension request.

Subsequently, staff has drafted two potential decision documents:

1. The first draft potential decision approves the request. Within this draft, there is a condition that requires documentation to be provided to the City at intervals not exceeding two months at a time that demonstrates ongoing and meaningful project advancement. Additionally, the extension is limited to 180 days, to be congruent with the building code extension limitations of 180 days.
2. The second draft potential decision denies the request.

PERTINENT CODE

Ordinance 1002-18, 1-28-2019 (in effect at the time of the receipt of the design review application): **GCC 8-6A-8 Expiration of Approvals**

A. All application approvals shall expire three hundred sixty-five (365) days from the date of approval unless:

- 1) the city issues a building permit for the proposed improvement, development, or use prior to the expiration of the three hundred sixty-five (365) day period; or
- 2) by condition of approval or development agreement, a time period for completion of the application has been specified; or
- 3) a certificate of compliance has been issued; or
- 4) The final plat of a subdivision approval is recorded with Ada County; or otherwise defined by section [8-5B-6](#) of this title.

B. City Council may allow for an extension of not more than three hundred sixty-five (365) days provided that they find:

- 1) Good cause for the request; and
- 2) The application and/or applicable city regulations have not changed; and
- 3) There has been no major change in the neighborhood, plans, or policies that would affect the compatibility of the project; and
- 4) The subject property is compliant and has been compliant, or actively pursuing compliance with all city, state and federal codes and laws since the date of application; and
- 5) It is determined by the City Council that it is in Garden City's best interest to grant the extension.
- 6) A request for an extension is no guarantee that the extension will be granted.

Ordinance 1032-23, 2-13-2023 (in effect at the time of the receipt of the building permit application)

7-1-6: [Building] PERMIT TIME LIMITATION AND EXPIRATION:

A. Applications for which no permit is issued within one hundred eighty (180) days following the date of receipt of application shall expire by limitation, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed. The administrator of building safety services may extend the time for action by the applicant for a period not exceeding one hundred eighty (180) days on written request by the applicant and good cause shall be demonstrated. The administrator of building safety services is authorized to grant up to two (2) extensions; provided, that the application conforms to current code. Subsequent requests shall be considered by the city council.

B. Every permit issued shall expire and become invalid unless the work on the site authorized by such permit is commenced within one hundred eighty (180) days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned if no inspection has been requested for a period of one hundred eighty (180) days after the work is commenced. The administrator of building safety services is authorized to grant up to two (2) extensions of time, providing there have not been code changes that affect the application. Subsequent requests shall be considered by the city council. The extension request shall be in writing and good cause shall be demonstrated.

LINKS

The current code and record documents are linked for reference: [Code](#); Record Documents will be linked as a supplemental link in the packet.

ATTACHED DOCUMENTS

- Extension Request
- Draft potential City Council Decision approving the request
- Draft potential City Council Decision denying the request



EXTENSION REQUEST

Request Date: _____ Rec'd by: _____
FOR OFFICE USE ONLY

6015 Glenwood Street ▪ Garden City, ID 83714 ▪ 208.472.2921
▪ www.gardencityidaho.org ▪ building@gardencityidaho.org

APPLICANT	PROPERTY OWNER
Name: Jason Jones	Name: Wee Boise Inc
Company: Wee Boise Inc	Company: Wee Boise Inc
Address: 208 E 33rd St	Address: 208 E 33rd St
City: Garden City	City: Garden City
State: ID Zip: 83714	State: ID Zip: 83714
Tel.: 208-999-9208	Tel.: 208-999-9208
E-mail: jj@208dirt.com	E-mail: jj@208dirt.com

PROPERTY AND VARIANCE REQUEST INFORMATION

Project Name: Park 33	
File Number: DSRFY2021-0011	
Date of Approval: April 5th, 2021	Date of Expiration: May 10th, 2026
Site address: 208 E 33rd St Garden City, ID 83714	

Please cause and or how circumstances beyond the control of the applicant have prevented the action from being taken:

See Attached Documentation

Has this application or city regulations changed since approval? ____ Yes ____ No, if yes please explain:

See Attached Documentation

Has there been any major change in the neighborhood, plans, or policies that would affect the compatibility of the project? ____ Yes ____ No, if yes please explain:

See Attached Documentation

Is the subject property compliant, been compliant, or actively pursuing compliance with all city, state and federal codes and laws since the date of application? ____ Yes ____ No, if yes please explain:

See Attached Documentation

Why is it in the city's best interest to grant this extension? Please explain:


Signature of the Applicant (date)

BUILDING PERMITS

GCC 7-1-6 PERMIT TIME LIMITATION AND EXPIRATION:

A. Applications for which no permit is issued within one hundred eighty (180) days following the date of receipt of application shall expire by limitation, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed. The administrator of building safety services may extend the time for action by the applicant for a period not exceeding one hundred eighty (180) days on written request by the applicant and good cause shall be demonstrated. The administrator of building safety services is authorized to grant up to two (2) extensions; provided, that the application conforms to current code. Subsequent requests shall be considered by the city council.

B. Every permit issued shall expire and become invalid unless the work on the site authorized by such permit is commenced within one hundred eighty (180) days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned if no inspection has been requested for a period of one hundred eighty (180) days after the work is commenced. The administrator of building safety services is authorized to grant up to two (2) extensions of time, providing there have not been code changes that affect the application. Subsequent requests shall be considered by the city council. The extension request shall be in writing and good cause shall be demonstrated.

PERMITS AND APPROVALS PROCESSED UNDER GCC TITLE 8

GCC 8-5B-6 Term of [Subdivision] Permits

A. Failure To Submit Final Subdivision: Approval of a preliminary subdivision and combined preliminary and final subdivision shall become null and void if a final subdivision has not been signed by the city clerk and engineer within two (2) years of the approval of the preliminary subdivision, unless otherwise granted in the initial decision document; or two (2) years of the combined preliminary and final subdivision unless an extension or phasing plan is approved by city council.

GCC 8-6A-8 Expiration of Approvals

A. All application approvals shall expire one (1) year from the date of approval, unless otherwise specified by this code or:

1. The city issues a building permit for the proposed improvement, development, or use prior to the expiration of the one (1) year; or
2. By condition of approval or development agreement, a time period for completion of the application has been specified; or
3. A certificate of compliance has been issued; or
4. The final plat of a subdivision approval is recorded with Ada County; or otherwise defined by section 8-5B-6 of this title.

B. City council may allow for an extension of not more than one (1) year; provided:

1. Good cause for the request; and
2. The application and/or applicable city regulations have not changed; and
3. There has been no major change in the neighborhood, plans, or policies that would affect the compatibility of the project; and
4. The subject property is compliant and has been compliant, or actively pursuing compliance with all city, state and federal codes and laws since the date of application; and
5. It is determined by the city council that it is in Garden City's best interest to grant the extension.

A request for an extension is no guarantee that the extension will be granted.

May 6, 2026

Garden City Mayor and City Council

Garden City Planning & Zoning Department

6015 N. Glenwood Street

Garden City, ID 83714

Re: DSRFY2021-0011, Park 33 Design Review, Request for Extension

Dear Mayor, Council, and Staff,

I want to start by acknowledging the obvious: this is a request for a fifth extension on the Park 33 design review approval (DSRFY2021-0011). I understand why that raises eyebrows, and I want to address it directly rather than pretend it isn't an issue.

I also understand that the Council has, in recent years, become increasingly uncomfortable with serial extensions generally. That concern is legitimate. There are projects around Garden City sitting half-built, with foundations poured and nothing happening above grade, and I understand why the Council has tightened policy going forward.

But I want to ask you to consider the position this puts me in. The new "one extension" rule was adopted after this project was already several extensions deep. The City has correctly recognized that the new rule cannot be retroactively applied to Park 33. However, the City did insert language into my fourth extension approval characterizing it as the "final" extension, and the May 4, 2026 expiration notice now formally identifies the May 10, 2026 deadline as the "Final Extension Expiration Date." That condition language operates to impose a numerical cap on extensions that the underlying code does not contain. It effectively achieves through a condition of approval what the City has acknowledged it cannot do through retroactive code application.

Based on the applicant's review of recent extension decisions, this appears to be among the earliest applications of the "final extension" condition language. Other Garden City projects with more extensions than this one, some now at seven or eight, have only recently begun receiving similar condition language in their most recent approvals. No applicant has yet been denied an extension based on that condition. If this request is denied, this project would be the first

instance in which that condition language is treated as a substantive cap, and it would be applied first to a project that predates the policy shift entirely.

Meanwhile, the City has continued to apply the framework in effect at the time of original submittal when evaluating other extension requests, including in approvals issued within the past month. Several extensions have been granted to other applicants under that framework over the past year, including some on projects that have received substantially more extensions than Park 33 and some where applicants have openly stated that additional future extensions will be needed. Several were submitted after the underlying approval had already expired. By contrast, this request is being submitted in a timely manner, four days before the May 10, 2026 expiration date. Denying this request while granting extensions to applicants in less favorable procedural postures would represent a notable departure from the City's recent treatment of similarly situated applicants.

There is also a cost reality the Council should know. We first began attempting this project in 2019. Since then, the projected construction cost has more than doubled. That is not a Park 33-specific problem; it is the post-2019 construction environment, and it is the single biggest reason that responsible project sequencing, meaning securing full financing before breaking ground, takes longer today than it would have when this project was first conceived.

It is also worth being honest about a choice the applicant declined to make earlier in this process. Other applicants in Garden City have, when faced with deadline pressure, pulled building permits and commenced enough partial construction to convert a long pre-construction timeline into a series of short-cycle building permit extensions. That option was available to the applicant earlier in this project. The applicant chose not to take it, because doing so would have produced exactly the kind of half-built structure the Council has expressed concern about. At this point in the process, that option is no longer practically available. The applicant has not pulled permits, has no time to do so before the May 10 deadline, and is not proposing to. The applicant is asking, instead, that the City recognize the choice already made and the more disciplined sequencing it produced. The entitlement extension is the path that reflects that choice. Denying the extension would not now produce a half-built project, but it would penalize the applicant for declining to manufacture one earlier, and would signal to future applicants that the way to preserve a project across a long pre-construction period is to break ground early rather than wait for full financing.

It is worth noting that this request is for a design review extension, which operates on a longer cycle than a building permit extension. That structural difference is part of why Park 33 has had fewer extensions over a comparable timeframe than other Garden City projects of similar vintage. The applicant has deliberately chosen to remain at the entitlement stage, rather than pull permits and begin partial construction in order to accumulate shorter-cycle extensions. Denying this request would, in effect, signal to future applicants that the way to preserve a project across a long pre-construction period is to break ground early and accept partial construction as the cost of doing so. That is the outcome the Council has said it wants to avoid.

Attached please find:

- The extension request itself, addressing the applicable code criteria and the specific facts that constitute good cause;
- A supplemental legal and fairness memorandum addressing the procedural and consistency issues raised by the prior "final extension" language and the City's broader change in extension posture.

Thank you for your continued work on behalf of Garden City and for your consideration of this request.

Respectfully,

Jason Jones

Applicant, Park 33 (DSRFY2021-0011)

208 E. 33rd St., Garden City, ID 83714

weeboise@gmail.com

Extension Request: DSRFY2021-0011 (Park 33 Design Review)

1. Request

Applicant Jason Jones respectfully requests an extension of the Park 33 design review approval (Application DSRFY2021-0011, originally issued April 5, 2021, currently expiring May 10, 2026) for an additional twelve (12) months.

2. Project Background and Procedural History

Park 33 is a mixed-use infill project in Garden City. The version of the project at issue here is a substantially revised version of an earlier project, developed in direct response to the City's stated concerns and approved by the City without litigation.

The procedural history is relevant to the reliance analysis. The applicant's original Garden City project was approved by Design Review, appealed by a neighbor, and denied by City Council; a court subsequently ordered approval. While that litigation was pending, the applicant submitted a revised version of the project that addressed every concern the City had raised, including those not codified in the applicable ordinances. The changes included approximately 3.5 times more parking than the original project and equalization of live-work square footage. That revised version was approved by the City.

By the time the first extension on the revised approval came due, the litigation on the original project had only recently resolved in the applicant's favor. The applicant requested that first extension specifically to allow time to decide which of the two now-approved versions to build. The applicant chose to build the revised version, the version the City had asked for, in reliance on the extension framework then in effect, which did not cap the number of extensions available. Had the applicant known that extensions would later be capped, the applicant would likely have proceeded with the originally approved version, which on its current timeline would not face a fifth extension question until next year.

In short, the project now in front of the Council is the compromise version: the version the City said it preferred, advanced in good faith, after substantial concessions made by the applicant in reliance on the extension framework that governed at the time.

3. Timing of This Request

This request is being submitted in a timely manner, four days before the May 10, 2026 expiration date. By contrast, several extensions granted by the City in the past year were submitted after the underlying approval had already expired.

4. Good Cause for Extension

Good cause exists for the requested extension based on the following material developments and ongoing conditions:

A. Resolution of the primary ACHD obstacle, with timing extending into late 2025.

Coordination with ACHD on the project's stormwater requirements continued throughout 2025. The site cannot meet the standard on-site stormwater code, and the applicant worked through the year to identify a workable resolution, preferably one that did not require payment of a fee-in-lieu. Final discussions resolving the path forward did not occur until November 2025, at which point ACHD agreed to approve the project subject to payment of a fee-in-lieu of approximately \$12,000. The timing of when that payment must be made is itself part of the financing analysis, because the payment is a meaningful expense that the applicant does not want to make until full project financing is in place.

B. Construction cost escalation since project inception in 2019.

The applicant first began attempting this project in 2019. Since that time, the projected construction cost has more than doubled. This is consistent with broader construction-industry cost movement post-2019 and is not a project-specific problem. It is, however, the single largest reason that the responsible sequencing of this project, meaning securing full financing before breaking ground, takes longer today than it would have at original conception.

C. Responsible sequencing of financing before construction.

Earlier in this project, the applicant could have pulled a building permit and started partial construction to extend deadlines through the building process. That is a pattern observed elsewhere in Garden City. The applicant chose not to take that path, because doing so would have produced a partially constructed project requiring ongoing City management, which is the outcome the Council has stated it wants to avoid. Granting this entitlement extension recognizes the more disciplined choice the applicant has already made: securing full project financing before breaking ground.

This is an important distinction. The applicant's extensions are design review extensions, which operate on a longer cycle than building permit extensions. Other Garden City projects of similar vintage have moved into the building permit phase, pulled permits, commenced partial construction, and then accumulated a substantial number of shorter-cycle extensions to keep partially constructed phases viable. Park 33 has not done so. The applicant has remained at the entitlement stage by choice, has not pulled permits, has not commenced construction, and has no half-built structures requiring ongoing City management. The lower extension count on Park 33 reflects the longer design review cycle and a deliberate decision not to break ground until full financing is in place, not a lower level of project activity.

D. Consistency with extensions recently granted for similar reasons.

In the past year, the City has continued to grant extensions to other applicants under the framework in effect at the time of each project's original submittal, including for financing-related delays and external infrastructure coordination. Several were granted on projects that have received substantially more extensions than Park 33. Several were granted even where the underlying approval had already lapsed before the extension request was filed. Several were granted in circumstances where the applicant openly stated in the extension request that additional future extensions would be needed, with no "final extension" condition imposed by the City. The applicant's request, which is submitted timely, supported by documented progress, and tied to a now-resolved external constraint, meets or exceeds the standard applied in those cases.

E. Continued investment and active project advancement.

The applicant has continued to invest time and resources in advancing the project, including ACHD negotiations resulting in the November 2025 fee-in-lieu pathway, ongoing financing discussions, and project coordination. This is not a dormant approval being held speculatively; it is an actively advancing project that has now cleared its largest external hurdle.

5. Code Criteria

The extension criteria applicable to this application, meaning those in effect at the time of original approval and prior extensions, do not impose a numerical cap on extensions and instead direct the City to evaluate whether good cause has been shown. For the reasons set out above, the applicant respectfully submits that good cause is plainly demonstrated on this record.

6. Why It Is in the City's Best Interest to Grant This Extension

GCC 8-6A-8(B)(5) directs the Council to consider whether granting an extension is in Garden City's best interest. The applicant respectfully submits that it is, for several concrete reasons.

First, granting the extension avoids the creation of another partially constructed project. The applicant has deliberately remained at the entitlement stage rather than pull permits and break ground without secured financing. The Council has, on the record, expressed concern about half-finished projects elsewhere in Garden City. Granting this extension allows the applicant to continue the more disciplined sequencing already chosen, securing full project financing before any ground is broken. Denying the extension would penalize that sequencing and signal to future applicants that the way to preserve a project across a long pre-construction period is to break ground early. That is the opposite of the outcome the City has said it wants to encourage.

Second, the project's largest external obstacle has been resolved. ACHD agreed in November 2025 to a fee-in-lieu pathway that allows the project to proceed despite the site's inability to meet on-site stormwater requirements. The applicant is now positioned to advance the project to construction once full financing is in place. The City's interest in seeing entitled projects

actually built is best served by allowing that financing process to complete, rather than forcing the loss of the entitlement at exactly the moment the path forward has cleared.

Third, granting the extension is consistent with how the City has continued to evaluate similar requests. The City has, within the past year and as recently as the past month, granted extensions under the framework in effect at the time of original submittal, including for financing-related delays, including on projects with substantially more extensions than Park 33, and including in cases where applicants stated additional future extensions would be needed. Continuing to apply that same framework here serves the City's interest in fair and consistent administration of its land use code.

Fourth, granting this extension avoids creating a problematic precedent. If a single condition of approval can be used to impose a substantive cap on extensions that the underlying code does not contain, that mechanism becomes available across all land use approvals in Garden City. The City has a strong interest in ensuring that substantive code restrictions are adopted through the normal code amendment process rather than through case-by-case condition language. Granting this extension under the actual code criteria preserves that distinction.

Fifth, the project remains compatible with surrounding land uses and Garden City's plans and policies. There has been no major change in the neighborhood or in city plans or policies that would affect that compatibility. The project that was approved is the project that will be built, and it is the version the City itself asked for through the prior review process.

Taken together, these considerations support granting the extension as the outcome that best serves the City's interests.

7. Conclusion

The applicant requests that the Council grant a twelve-month extension of the Park 33 design review approval (DSRFY2021-0011), evaluated under the code criteria applicable to this application, on the record presented here.

Supplemental Memorandum: Legal and Consistency Considerations

Re: DSRFY2021-0011 (Park 33 Design Review)

This memorandum is submitted in support of the extension request to address procedural and consistency issues that, while not strictly necessary to the good-cause analysis, are relevant to the City's evaluation of the request and should be part of the record.

I. The Applicable Framework Is the One in Effect at Original Approval

Park 33 was approved, and has been extended four times, under a regulatory framework that did not cap the number of extensions available. The City has correctly recognized that the more recent "one extension" policy cannot be directly and retroactively applied to this project. The City has also continued, as a matter of recent practice, to expressly apply the framework in effect at the time of each project's original submittal when evaluating extension requests, including in extension decisions issued within the past month under separate but analogous code provisions. The applicant's request asks only that the City extend that same approach to this application: evaluation under the extension criteria in effect at the time the application was filed, applied to the facts of this case.

The fourth extension approval contained language characterizing it as the "final" extension, and the May 4, 2026 expiration notice now formally identifies the May 10, 2026 deadline as the "Final Extension Expiration Date." If that condition language is treated as a substantive cap on the number of extensions available, rather than as a statement of expectation, it operates to achieve through a single condition of approval the same result that the City has acknowledged it cannot achieve through direct retroactive application of the new code. The applicant respectfully submits that this is not the proper function of a condition of approval, and that the governing extension criteria remain those in effect at original approval.

Applying a tightened extension policy mid-stream, to a project that originated and advanced under different rules and without clearly adopted transitional provisions, raises reliance and vested-rights concerns regardless of the mechanism used. The applicant has proceeded through multiple extensions, expended resources, made substantial good-faith concessions to the City following successful litigation on a related project, and selected this version of the project for development in reliance on the framework that actually governed the application at the time.

II. The "Final Extension" Language Should Not Foreclose This Request

The applicant respectfully submits that the "final extension" language in the fourth extension approval should not foreclose the present request, for several reasons.

A. The underlying code does not cap extensions.

A condition of approval generally must be tied to a legitimate, code-based standard. Where the underlying ordinance does not impose a numerical cap on extensions and instead directs evaluation under a good-cause standard, characterizing a particular extension as "final" is properly understood as a statement of expectation rather than as a substantive amendment to the extension criteria. The good-cause standard remains the governing framework, and any future extension request must still be evaluated under that standard on its own facts.

B. The non-challenge argument is not persuasive on these facts.

To the extent the City may suggest that the applicant accepted the "final extension" characterization by not seeking judicial review of the prior approval, that argument is not well-supported. An applicant who has just received a favorable extension is not in a position to appeal it. Any harm flowing from the expectation language is not ripe at the moment of approval. It would become ripe only if and when the City uses that language to deny a future extension that otherwise satisfies the applicable criteria. Requiring applicants to appeal favorable approvals to preserve future rights would be both impractical and inconsistent with normal land-use procedure.

C. The Council retains discretion under the actual criteria.

Even setting aside the issues above, prior characterization language does not strip the Council of its discretion to evaluate the present request under the applicable good-cause standard. The Council can, and should, consider this request on its merits.

III. Consistency with Treatment of Similarly Situated Applicants

In the past year, the City has continued to grant extensions to other applicants under the framework in effect at each project's original submittal, including extensions issued within the past month. Several have been granted for financing-related reasons substantially similar to those presented here. Several have been granted in circumstances less procedurally favorable than those present here, including where the underlying approval had already expired before the extension request was filed, and including where the applicant expressly stated that additional future extensions would be needed.

A note on counts is appropriate. Park 33's extensions are design review extensions, which under the applicable code operate on a longer cycle (approximately one year) than building permit extensions, which under current code operate on 60-day cycles. Because of that structural difference, projects of similar vintage to Park 33 that have advanced into the building

permit phase have accumulated substantially more extensions than Park 33 in the same calendar period. That disparity in extension counts does not reflect a difference in project-level diligence or compliance. It reflects the longer cycle of the design review extension framework and the applicant's deliberate decision to remain at the entitlement stage until full financing is in place, rather than break ground in order to convert the project into a building-permit-cycle posture with shorter, more frequent extensions.

Based on the applicant's review of recent extension decisions, Park 33 appears to be among the earliest projects to which the "final extension" condition language was applied. Other Garden City projects with substantially more extensions than this one have only recently begun receiving similar condition language in their most recent approvals. Several recent extension decisions have not included "final extension" condition language at all, even on projects where the applicant openly stated additional future extensions would be needed. No applicant has yet been denied an extension on the basis of any "final extension" condition.

Against that backdrop, denying the present request would represent the first instance in which the "final extension" condition language is treated as a substantive cap, and it would be applied first to a project that:

- Predates the tightened policy;
- Was among the earliest projects to receive the "final extension" condition language;
- Has been approved and extended under the prior framework;
- Has documented material progress (ACHD resolution finalized in November 2025);
- Is being submitted timely, four days before expiration;
- Has been the subject of substantial good-faith concessions to the applicant following successful litigation on a related project.

The applicant raises this not to suggest bad faith on the part of staff or Council, but because consistent application of the extension criteria across similarly situated applicants is itself a relevant consideration. Treating this condition language as a substantive cap, in this case, would also establish a precedent for using condition-of-approval language to impose code restrictions that have not been adopted through the normal code amendment process. The applicant respectfully submits that this is a precedent the City should be cautious about establishing in a contested case.

Granting the request, on the documented record presented here, is consistent with the City's recent treatment of similarly situated applicants and with the extension criteria applicable to this application.

IV. Procedural Considerations

The applicant was advised, prior to the submission of this request, that no further extensions would be granted. Under standard land-use procedure, decisions on extension requests are properly made on the record of the application, after submission, under the applicable criteria.

Communication of a denial position prior to submission, and prior to the Council having an opportunity to review the actual record presented, is a procedural concern the applicant respectfully raises so that it is preserved on the record. The applicant raises this issue not to escalate, but to ensure that procedural matters available to the applicant on any future review are not waived by silence.

The applicant is hopeful that this request will be evaluated on the record presented, under the criteria that govern this application.

V. Project Sequencing and the Choice Already Made

Earlier in this project, the applicant could have pulled a building permit and commenced enough construction to extend deadlines through the building permit process. The Council has expressed concern, on the record, about half-finished projects sitting in this exact posture elsewhere in Garden City. The applicant declined to take that path, precisely because of those concerns, and chose instead to remain at the entitlement stage until full financing could be secured.

The City has, within the past month, granted extensions on projects that are in fact partially constructed and whose owners are actively seeking buyers to complete the work. The applicant is not in that posture. The applicant is asking the City to recognize the more disciplined sequencing the applicant has already chosen, and to grant the extension that allows full financing to be secured before any construction begins. Denying the extension at this stage would not now produce a half-built project, because the applicant does not have building permits in hand and cannot pull and act on them before the deadline. It would, however, penalize the applicant for declining to manufacture a half-built project earlier in the process, and would signal to future applicants that the way to preserve a project across a long pre-construction period is to break ground early rather than wait for full financing. That is the opposite of the outcome the Council has stated it wants to encourage.

VI. Conclusion

The applicant respectfully requests that the Council evaluate this extension request on its merits under the applicable code criteria, recognize the documented good cause supporting the request, and grant the requested twelve-month extension.

DRAFT- APPROVAL

BEFORE THE CITY COUNCIL
GARDEN CITY, ADA COUNTY, IDAHO

**THIS IS NOT A PREDETERMINED DECISION. ALL EVIDENCE WILL BE CONSIDERED. A
DIFFERENT DECISION MAY RESULT IN AN UPDATE OF THE FINDINGS OF FACT,
CONCLUSIONS OF LAW, OR CONDITIONS.**

In the Matter of:	)	DSRFY2021-0011
	)	
Extension Request #5	)	FINDINGS OF FACT,
Address: 208 E. 33 rd Street	)	CONCLUSIONS OF LAW
Garden City, Ada County, Idaho	)	AND DECISION
_____	)	

THIS MATTER came before the Garden City Council for consideration on **June 8, 2026**. The City Council reviewed the request. Based on the evidence presented, pursuant to Garden City Code § 8-6-A. 8 the City Council makes the following Findings of Fact, Conclusions of Law, and Decision:

FINDINGS OF FACT

1. The requester is Jason Jones with Wee Boise, Inc.
2. The property owner of record is Wee Boise, Inc.
3. The location of the project is 208 E. 33rd Street; Ada County Assessor parcel number(s) R2734541364.
4. The application was approved on April 5, 2021.
5. The City Council upheld the approval on May 10, 2021.
6. A one-year extension was granted on April 24, 2022, to May 10, 2023.
7. A second one-year extension was granted on April 24, 2023.
8. A third one-year extension was granted on May 13, 2024.
9. A fourth one-year extension was granted on May 12, 2025.
10. This request was submitted in writing on May 7, 2025.
11. The City Council considered this extension request on **June 8, 2026**.

12. The record contains:
 - a. Applicant request.
 - b. Record documents for DSRFY2021-0021.
 - c. Previous extension requests and decision documents.

13. The following standards in the Garden City Code apply to this proposal:

STANDARDS: GCC 8-6A-8 EXPIRATION OF APPROVALS (Ordinance 1002-18 + Ordinance 1032-23)	CONCLUSIONS	REASONED STATEMENTS
1. The request is in writing (ordinance 1032-23). 2. Good Cause exists for the request. (finding for both ordinance 1002-18 and ordinance 1032-23) 3. The application and/or applicable regulations have not changed (ordinance 1002-19). 4. There has not been change in the neighborhood, plans or policies that affect the compatibility of the project(ordinance 1002-19). 5. The property is compliant and has been compliant, or actively pursuing compliance with all city, state, and federal with codes and laws since the date of approval(ordinance 1002-19). 6. It is in the City's best interest to grant the extension (ordinance 1002-19).	The request meets the standards.	1. The request is in writing. <u>Explanation</u> The city received a timely request in writing. 2. Good Cause exists for the request: <u>Explanation</u> Good cause exists for the requested extension based on demonstrated circumstances beyond the applicant's control and ongoing efforts to advance the project. The record shows that the project experienced material delays associated with external regulatory coordination, particularly the resolution of stormwater requirements with the Ada County Highway District, which was not finalized until late 2025. Additionally, the applicant has identified significant increases in construction costs since project inception, which have impacted the ability to secure financing necessary to proceed. The applicant has continued to pursue financing and regulatory compliance while intentionally avoiding premature construction. Collectively, these factors constitute reasonable grounds

7. A request for an extension is no guarantee that the extension will be granted(ordinance 1002-19).		supporting a finding of good cause. 3. The application and/or applicable regulations have not changed. <u>Explanation:</u> The record demonstrates that applicable regulations have materially changed since the original approval of the application. Notably, the Work-Live-Create overlay under which the project was reviewed has been repealed, and under current code the project would not meet off-street parking requirements, being deficient by approximately fourteen spaces. These changes represent substantive differences between the regulatory framework in effect at the time of approval and current standards. While there have been changes to applicable city regulations, the City Council finds that, for purposes of this extension request, the applicable review framework is the ordinance in effect at the time of the original approval, consistent with legal guidance and prior practice. Under that framework, the relevant criteria for extension remain unchanged. While subsequent amendments to city code have occurred, those changes do not alter the evaluation criteria applicable to this extension request when reviewed under the governing ordinance at the time of approval. 4. There has not been change in the neighborhood, plans or
---	--	---

		policies that affect the compatibility of the project: <u>Explanation:</u> There is no evidence in the record of a material change in the surrounding neighborhood or adopted plans that would alter the original compatibility determination. The proposal remains substantially the same as originally approved and continues to be evaluated within the same general land use context. 5. The property is compliant and has been compliant, or actively pursuing compliance with all city, state, and federal with codes and laws since the date of approval: <u>Explanation:</u> There are no current known code compliance violations at the property. While full verification of compliance has not been independently confirmed by inspection, the available information supports a finding that the applicant has either maintained compliance or is actively working toward compliance with applicable regulations. 6. It is in the City's best interest to grant the extension: <u>Explanation:</u> Granting the extension may be found to be in the City's best interest because it supports the completion of an already approved project while minimizing the risk of partially constructed or abandoned development. The applicant's
--	--	--

		approach of securing full financing prior to construction is consistent with the City's interest in orderly development and avoidance of stalled projects. Additionally, the project is positioned to proceed once financing is obtained, increasing the likelihood of eventual completion. 7. A request for an extension is no guarantee that the extension will be granted: <u>Explanation:</u> Pursuant to GCC 8-6A-8, the granting of an extension is discretionary and contingent upon the City Council making all required findings. The code explicitly provides that submission of a request for extension does not entitle the applicant to approval. Each request must be evaluated on its own merits and the evidence in the record at the time of decision.
--	--	--

CONCLUSIONS OF LAW

The City Council reviewed the application with regard to Garden City Code, Title 8, and concludes the application **does/does not** meet the standards of approval under G.C.C. § 8-6-A.8.

DECISION

WHEREFORE, based upon the foregoing Findings of Fact and Conclusions of Law contained herein, the Garden City Council does hereby **Approve** this request for an extension of the building permit.

1. This approval is for a one hundred eighty-day extension to November 6, 2026.
2. This approval concurrently extends permits BLDFY2023-0117 and PWUFY2023-0014.
3. Documentation shall be provided to the City at intervals not exceeding two months at a time, which demonstrates ongoing and meaningful project advancement. Documentation may include, but is not limited to, the following:
 - a. Plan submittals that address all prior plan review comments;
 - b. Approved construction plans issued by the City or other applicable agencies;
 - c. Upon issuance of the building permit, required inspections;
 - d. Evidence of financing progress or commitments related to the project; and
 - e. Any other materials that demonstrate substantive progress toward project completion.
4. Final decisions may be subject to judicial review pursuant to the Idaho Administrative Procedures Act, Chapter 65 Title 67 Idaho Code.
5. A takings analysis pursuant to Idaho Code may be requested on certain final decisions.

June 8, 2026

Mayor, William L. Jacobs

Date

DRAFT- DENIAL

BEFORE THE CITY COUNCIL
GARDEN CITY, ADA COUNTY, IDAHO

THIS IS NOT A PREDETERMINED DECISION. ALL EVIDENCE WILL BE CONSIDERED. A DIFFERENT DECISION MAY RESULT IN AN UPDATE OF THE FINDINGS OF FACT, CONCLUSIONS OF LAW, OR CONDITIONS.

In the Matter of:	)	DSRFY2021-0011
	)	
Extension Request #5	)	FINDINGS OF FACT,
Address: 208 E. 33 rd Street	)	CONCLUSIONS OF LAW
Garden City, Ada County, Idaho	)	AND DECISION
_____	)	

THIS MATTER came before the Garden City Council for consideration on **June 8, 2026**. The City Council reviewed the request. Based on the evidence presented, pursuant to Garden City Code § 8-6-A. 8 the City Council makes the following Findings of Fact, Conclusions of Law, and Decision:

FINDINGS OF FACT

1. The requester is Jason Jones with Wee Boise, Inc.
2. The property owner of record is Wee Boise, Inc.
3. The location of the project is 208 E. 33rd Street; Ada County Assessor parcel number(s) R2734541364.
4. The application was approved on April 5, 2021.
5. The City Council upheld the approval on May 10, 2021.
6. A one-year extension was granted on April 24, 2022, to May 10, 2023.
7. A second one-year extension was granted on April 24, 2023.
8. A third one-year extension was granted on May 13, 2024.
9. A fourth one-year extension was granted on May 12, 2025.
10. This request was submitted in writing on May 7, 2025.
11. The City Council considered this extension request on **June 8, 2026**.

12. The record contains:
 - a. Applicant request.
 - b. Record documents for DSRFY2021-0021.
 - c. Previous extension requests and decision documents.

13. The following standards in the Garden City Code apply to this proposal:

STANDARDS: GCC 8-6A-8 EXPIRATION OF APPROVALS (Ordinance 1002-18 + Ordinance 1032-23)	CONCLUSIONS	REASONED STATEMENTS
1. The request is in writing (ordinance 1032-23). 2. Good Cause exists for the request. (finding for both ordinance 1002-18 and ordinance 1032-23) 3. The application and/or applicable regulations have not changed (ordinance 1002-19). 4. There has not been change in the neighborhood, plans or policies that affect the compatibility of the project(ordinance 1002-19). 5. The property is compliant and has been compliant, or actively pursuing compliance with all city, state, and federal with codes and laws since the date of approval(ordinance 1002-19). 6. It is in the City's best interest to grant the extension (ordinance 1002-19).	The request DOES NOT meet all of the standards. The Council's decision is based on the record as a whole and the applicant's burden to demonstrate compliance with all required findings.	1. The request is in writing. <u>Explanation</u> The city received a timely request in writing. 2. Good Cause exists for the request: <u>Explanation</u> Good cause has not been sufficiently demonstrated to justify an additional extension. While the applicant cites financing challenges and prior regulatory coordination, these conditions are not uncommon in development and do not, in themselves, establish that circumstances beyond the applicant's control have prevented timely action. The record indicates that the application has been subject to multiple prior extensions and that the primary regulatory obstacle was resolved as of November 2025. However, following that resolution, the record does not demonstrate meaningful advancement of the project toward permit issuance or construction. Instead, the applicant has indicated that further progress is

7. A request for an extension is no guarantee that the extension will be granted(ordinance 1002-19).		contingent upon securing full project financing. Additionally, aside from general assertions of project advancement, the record lacks substantial and verifiable documentation demonstrating continuous and meaningful progress towards the completion of the project. Under these circumstances, the Council cannot find that the applicant has been prevented from proceeding in a manner that would constitute good cause. 3. The application and/or applicable regulations have not changed. <u>Explanation:</u> The record demonstrates that regulations have materially changed since the original approval of the application. Notably, the Work-Live-Create overlay under which the project was reviewed has been repealed, and under current code the project would not meet off-street parking requirements, being deficient by approximately fourteen spaces. These changes represent substantive differences between the regulatory framework in effect at the time of approval and current standards. While there have been changes to applicable city regulations, the City Council finds that, the applicable review framework is the ordinance in effect at the time of the original approval. While subsequent amendments to city code have
---	--	--

		occurred, those changes do not alter the evaluation criteria applicable to this application. 4. There has not been change in the neighborhood, plans or policies that affect the compatibility of the project: <u>Explanation:</u> There have been changes in City ordinances and regulatory policies since the original approval, including the repeal of the applicable overlay district and adoption of updated development standards. These changes constitute substantive changes in policy that affect how the project would be evaluated if evaluated under current regulations. These changes reflect an evolution in City policy priorities, including modifications to parking and land use standards, which bear directly on the project's compatibility when assessed in today's regulatory context. While an application is governed by the regulations in place at the time of its approval, continued extensions under prior regulatory frameworks undermines the City's ability to implement and advance its current planning policies and development standards. 5. The property is compliant and has been compliant, or actively pursuing compliance with all city, state, and federal with codes and laws since the date of approval: <u>Explanation:</u>
--	--	--

		The available information supports a finding that the applicant has either maintained compliance or is actively working toward compliance with applicable regulations. 6. It is in the City’s best interest to grant the extension: <u>Explanation:</u> Granting an additional extension is not in the City’s best interest given the length of time that has elapsed since the original approval and the number of prior extensions granted. The application has already received four one-year extensions. While prior approvals indicated an expectation regarding finality, the Council considers that history as part of its evaluation of timeliness and orderly development, rather than as a sole basis for denial. Unlimited extensions are not guaranteed to an applicant nor are they in the City’s best interest, as they impede the City’s ability to implement and advance updated regulations and policies that guide redevelopment. Allowing further extensions undermines the City’s interest in ensuring timely development, creates public distrust and uncertainty in land use administration, particularly where the original public hearings occurred over five years ago, and allows approved projects to remain inactive
--	--	--

		indefinitely without measurable progress. Additionally, the lack of demonstrated and verifiable progress since the prior extension weighs against a finding that the project is likely to proceed in the near term. Based on the totality of the record, denial supports the City's interest in orderly development and the consistent and predictable application of its land use regulations. 7. A request for an extension is no guarantee that the extension will be granted: <u>Explanation:</u> Pursuant to GCC 8-6A-8, extension requests are discretionary and must satisfy all required findings. The code explicitly provides that submission of a request does not guarantee approval. Because multiple required findings cannot be made based on the record presented, denial of the request is consistent with the governing ordinance and within the City Council's authority.
--	--	--

CONCLUSIONS OF LAW

The City Council reviewed the application with regard to Garden City Code, Title 8, and concludes the application **does not** meet the standards of approval under G.C.C. § 8-6-A.8.

DECISION

WHEREFORE, based upon the foregoing Findings of Fact and Conclusions of Law contained herein, the Garden City Council does hereby **Deny** this request for an extension of the building permit.

1. For approval of this project, a new application compliant with code must be submitted.
2. Final decisions may be subject to judicial review pursuant to the Idaho Administrative Procedures Act, Chapter 65 Title 67 Idaho Code.
3. A takings analysis pursuant to Idaho Code may be requested on certain final decisions.

June 8, 2026

Mayor, William L. Jacobs

Date



OFFICE OF THE CITY ATTORNEY

6015 Glenwood Street ■ Garden City, Idaho 83714
Phone 208/472-2915 ■ Fax 208/472-2998

TO: Mayor and Council
FROM: Charles I. Wadams
DATE: June 8, 2026
SUBJECT: Memorandum for DSRFY2021-0011 (Park 33) Fifth Request for Extension of Design Review Approval

ACTION REQUIRED: Within the City Council's discretion.

RECOMMENDATION: Granting of the extension if the objective requirements of Garden City Code § 8-6A-8.B are satisfied.

FISCAL IMPACT/BUDGET IMPLICATIONS: There is no significant financial impact to the City if the extension is approved.

BACKGROUND: DSRFY2021-0011 is a Design Review approval for a project named "Park 33" at 208 E. 33rd Street. The Park 33 project began on about December 31, 2018, in file number DSRFY2019-4, when Jason Jones filed a Pre-Application Meeting request form for Design Review of a proposed mixed-use development. The specific project details were: 35 attached structures on 14,985 square feet of property; 8 parking spaces total (6 on-street and 2 off-street); within Mixed Use Zoning District, but requested the Surel Mitchell LWC Overlay District. This project was eventually approved by Judge Medema after Jason Jones filed a Petition for Judicial Review on February 20, 2020. Pursuant to Resolution No. 1116-22, file number DSRFY2019-4 expired on March 28, 2023.

While the Petition for Judicial Review was pending, on August 26, 2020, Jason Jones submitted a second application for approval of the Park 33 construction to the Design Review Committee (DRC) under file number DSRFY2020-25, which was similar to the initial application filed on September 13, 2019. Lou Landry appealed the decision of DRC to approve application DSRFY2020-25. The two applications submitted within a year of each other were for the same address, and had the same or similar building materials, look, setbacks, and colors. The City Council (CC) concluded that DSRFY2020-25 was premature and therefore, not properly in front of CC on an appeal.

Moreover, while the Petition for Judicial Review was pending, on March 11, 2021, Petitioner submitted a third application for approval of the Park 33 construction to DRC under file number DSRFY2021-11, which was similar to the first two applications. The application was for a design review for new construction of a Live-Work-Create development. The identified changes included:

**MEMORANDUM FOR DSRFY2021-0011 (PARK 33) FIFTH REQUEST FOR
EXTENSION OF DESIGN REVIEW APPROVAL**

1

1. The container doors visible from 34th Street were replaced with wood doors.
2. Additional bike racks were placed towards the southern property boundary line.
3. Provided 5 covered bike parking spots.
4. 24 bicycle parking spots were added to the rear parking area. DSRFY2020-0025 proposed 9 parking spots, DSRFY2021-0011 proposed 6 parking spaces with 24 bike parking spaces.
5. Previously proposed bicycle street parking spots were removed.
6. South property boundary proposes a privacy fence similar to that proposed in DSRFY2020-0025; however, there was an addition of a gate proposed to face E. 33rd Street.
7. Live and work units were rearranged, however the 1:1 ratio of live to work units remained the same.
8. Some live units have two workspaces.
9. Bathroom units have been removed.
10. Additional balcony on western side of the second story
11. Decreased balcony on southern side of second story.
12. Solar panels not shown in site plans.
13. Landscape plans appear to be the same.
14. West elevations show additional units on 3rd floor.

On April 5, 2021, DRC approved the third proposed design with the following additional, site-specific conditions to abate the biggest issues:

1. All live spaces must have an associated indoor workspace of at least 250 square feet on site.
2. All workspaces must have an associated live space on site with a bedroom, closet, bathroom, and kitchen, and that has been reviewed and approved through the building permit process as a dwelling.
3. There shall not be more than 2,700 square feet of cumulative workspace on site.
4. The average size of all living space on site shall not exceed 1,000 square feet.
5. All non-residential structures and portions thereof must obtain a new certificate of occupancy for any change in building occupancy, prior to occupancy of the structure or portion thereof.
6. All non-residential uses on site must obtain appropriate permits and be compliant with Garden City Code and use standards prior to occupancy.
7. Where possible, the live and workspaces that are connected by a common wall should share a common tenant.
8. The workspaces that are open to the public shall be designed to have an obvious entrance and address identification.
9. The following amenities shall be provided or replaced with an amenity from the same category of amenity as identified in Garden City Code:
 - a. Quality of Life Amenities: Enclosed Bike Storage.
 - b. Open Space: 4,800 square feet of Plaza.

Mr. Landry again appealed the decision of DRC to approve application DSRFY2021-11, a design review application for a seven unit live-work-create development located at 208 E. 33rd Street. On May 10, 2021, the City Council affirmed DRC's decision and denied the appeal. The CC sustained each of DRC's conclusions, and affirmed its decision for application DSRFY2021-0011. Mr. Landry submitted a request for reconsideration but CC took no further action. A Petition for Judicial Review was not filed on the City's Council's approval of DSRFY2021-11.

Regarding DSRFY2021-11, Mr. Jones was granted his first one-year extension at his request on April 25, 2022. He was granted a second one-year extension at his request on April 24, 2023. Concerning DSRFY2021-11, the city received a third extension request on March 26, 2024, stating that the delay was because, "this application and two previous applications were in various phases of approval at different times because of legal action." Mr. Jones also submitted that the changes to the code would not "prevent the application from being approved again today under current code." On May 13, 2024, Mr. Jones' third extension request was granted.

The city received a fourth extension request on March 24, 2025, stating that the delay was because, "this application and previous applications were in various phases of approval at different times because of legal action, and hold ups related to ACHD street changes." Mr. Jones again submitted that the changes to the code would not "prevent the application from being approved again today under current code." On May 12, 2025, Mr. Jones' fourth extension request was approved until May 10, 2026 by CC. In the decision, CC indicated that "this is the final extension that will be granted."

On May 7, 2026, the city received a fifth extension request in which Mr. Jones claims that there is good cause for the extension because: (1) resolution of the primary ACHD obstacle, with timing extending into late 2025; (2) construction cost escalation since project inception in 2019; (3) responsible sequencing of financing before construction; (4) consistency with extensions recently granted for similar reasons; and (5) continued investment and active project advancement. Mr. Jones also submits that an extension would be in the city's best interest. Mr. Jones also points out that the Garden City Code at the time his application was initially granted did not indicate that there were a limited number of extensions available. I am now providing an analysis of the issues presented for CC's consideration.

ANALYSIS: Garden City Code § 8-6A-8 controls expiration of approvals. Garden City Code § 8-6A-8.A states:

All application approvals shall expire one (1) year from the date of approval, unless otherwise specified by this code or:

1. The city issues a building permit for the proposed improvement, development, or use prior to the expiration of the one (1) year period; or
2. By condition of approval or development agreement, a time period for completion of the application has been specified; or

3. A certificate of compliance has been issued; or
4. The final plat of a subdivision approval is recorded with Ada County; or otherwise defined by section 8-5B-6 of this title.

Regarding extension requests prior to September 23, 2024, G.C.C. § 8-6A-8.B stated:

City council may allow for an extension of not more than one (1) year; provided:

1. Good cause for the request; and
2. The application and/or applicable city regulations have not changed; and
3. There has been no major change in the neighborhood, plans, or policies that would affect the compatibility of the project; and
4. The subject property is compliant and has been compliant, or actively pursuing compliance, with all city, state and federal codes and laws since the date of application; and
5. It is determined by the city council that it is in Garden City's best interest to grant the extension.

A request for an extension is no guarantee that the extension will be granted.

The extension requirements have changed over the years. The old Title 8 was repealed, and a new Title 8 adopted, by Ordinance No. 898-08 on September 8, 2008. At that time, G.C.C. § 8-6A-8 stated:

- A. All application approvals shall expire three hundred sixty five (365) days from the date of approval unless: (a) the City issues a building permit for the proposed improvement, development, or use prior to the expiration of the three hundred sixty five (365) day period; or (b) by condition of approval or development agreement, a time period for completion of the application has been specified.
- B. An extension may be granted by the Commission upon findings that *the application and/or applicable City regulations have not changed*. Such extension must be applied for sixty (60) days prior to the expiration date for the original approval; only one extension of not more than three hundred sixty five (365) days shall be granted.

(*italics added*).

The extension requirements in G.C.C. § 8-6A-8 were first amended by Ordinance No. 944-12 on May 14, 2012. The requirements were amended again by Ordinance No. 1002-18 on January 28, 2019. The extension requirements were amended by Ordinance No. 1032-22 on February 13, 2023, and most recently, on September 23, 2024.

In pertinent part, Ordinance No. 944-12 adopted on May 14, 2012, states:

**MEMORANDUM FOR DSRFY2021-0011 (PARK 33) FIFTH REQUEST FOR
EXTENSION OF DESIGN REVIEW APPROVAL**

4

- A. All application approvals shall expire three hundred sixty five (365) days from the date of approval unless: (a) the City issues a building permit for the proposed improvement, development, or use prior to the expiration of the three hundred sixty five (365) day period; or (b) by condition of approval or development agreement, a time period for completion of the application has been specified; or (c) a Certificate of Compliance has been issued; (d) otherwise defined by 8-5B-6.
- B. ~~An~~ Provided applicable regulations have not changed; one (1) extension may be granted by staff not to exceed one hundred eighty (180) days.
- C. ~~the commission~~ The approving body, or Planning and Zoning Commission if staff was the approving body, may allow for additional extensions provided:
 1. ~~Upon findings that~~ *The application and/or applicable City regulations have not changed; and*
 2. The subject property is compliant and has been compliant, or actively pursuing compliance with all City, State and Federal codes and laws since the date of application; and
 3. ~~Such extension must be applied for sixty (60) days prior to the expiration date for the original approval; only one extension. An extension shall not be granted for more than three hundred sixty five (365) days shall be granted.~~

(*italics added*).

Additionally, Ordinance No. 1002-18 adopted on January 28, 2019, in part, states:

- A. All application approvals shall expire three hundred sixty-five (365) days from the date of approval unless:
 1. the city issues a building permit for the proposed improvement, development, or use prior to the expiration of the three hundred sixty-five (365) day period; or
 2. by condition of approval or development agreement, a time period for completion of the application has been specified; or
 3. a certificate of compliance has been issued; or
 4. The final plat of a subdivision approval is recorded with Ada County; or otherwise defined by section 8-5B-6 of this title.
- B. ~~Provided applicable regulations have not changed; one (1) extension may be granted by staff not to exceed one hundred eighty (180) days.~~
- C. B. City Council may allow for additional an extensions of not more than three hundred sixty-five (365) days provided that they find:
 1. Good cause for the request; and

2. *The application and/or applicable city regulations have not changed*; and
3. There has been no major change in the neighborhood, plans, or policies that would affect the compatibility of the project; and
4. ~~Justifiable cause shall be demonstrated.~~
5. The subject property is compliant and has been compliant, or actively pursuing compliance with all city, state and federal codes and laws since the date of application; and
6. It is determined by the City Council that it is in Garden City's best interest to grant the extension.
7. A request for an extension is no guarantee that the extension will be granted. ~~No permit shall be extended more than four (4) years beyond the original approval.~~

(*italics added*).

Ordinance No. 1032-22 adopted on February 13, 2023, in part, states:

- A. All application approvals shall expire one (1) year ~~three hundred sixty-five (365) days~~ from the date of approval, unless otherwise specified by this code or unless:
 1. The city issues a building permit for the proposed improvement, development, or use prior to the expiration of the one (1) year ~~three hundred sixty-five (365) days~~ period; or
 2. By condition of approval or development agreement, a time period for completion of the application has been specified; or
 3. A certificate of compliance has been issued; or
 4. The final plat of a subdivision approval is recorded with Ada County; or otherwise defined by section 8-5B-6 of this title.
- B. City council may allow for an extension of not more than one (1) year ~~three hundred sixty-five (365) days~~; provided, ~~that it finds~~:
 1. Good cause for the request; and
 2. *The application and/or applicable city regulations have not changed*; and
 3. There has been no major change in the neighborhood, plans, or policies that would affect the compatibility of the project; and
 4. The subject property is compliant and has been compliant, or actively pursuing compliance with all city, state and federal codes and laws since the date of application; and
 5. It is determined by the city council that it is in Garden City's best interest to grant the extension.

A request for an extension is no guarantee that the extension will be granted.

(*italics added*). This 2023 Ordinance No. 1032-22 is the version of the code that has previously been applied to Mr. Jones' extension requests, and is the version that Mr. Jones argues should be applied again.

Therefore, while the requirements for an extension have changed over the years, one requirement that had always been present since at least 2008 and before 2024 was, “the application and/or applicable city regulations have not changed.” Questions had previously arisen regarding what this requirement actually means.

An extension of not more than one (1) year may be provided by City Council if, in part, “the application and/or applicable city regulations have not changed.” In other words, “and” and “or” are “in the alternative.”

The use of the term “and/or” is pervasive in legal language. Lawyers use it in all types of legal contexts, including statutes, contracts, and pleadings. “And/or” is clear and unambiguous. **It has a definite, agreed-upon meaning: when used properly, the construct means “A or B or both.”** The term is clear and concise. Pleadings, contracts, patent claims, and statutes or ordinances all allow for a cogent use of “and/or.”

The interpretation should not be discarded simply because individuals occasionally misuse the term. After all, legal drafters and courts commonly struggle with using and interpreting “and” and “or,” words that themselves are riddled with ambiguity. **“And/or” has a precise meaning; it allows for the possibility of conveying options in the alternative.**

As with many consistent errors in legal writing, the problem lies not with the term and/or itself, but with a lack of close attention to detail. Legal drafters should use it with the same level of care with which they use any other word or phrase. Additionally, alternative theories of proving requirements are allowed in Idaho. See *State v. Hartwig*, 112 Idaho 370, 732 P.2d 339 (Ct. App. 1987).

Prior to September 23, 2024, in the context of, G.C.C. 8-6A-8.B.2., “*the application and/or applicable city regulations have not changed*” meant:

- a. the application has not changed; or
- b. the applicable city regulations have not changed; or
- c. both.

Therefore, if the city regulations had changed but the application had not changed, requirement number 2 was still satisfied.

However, the CC finally removed the “and/or” language in Ordinance No. 1045-24, adopted on September 23, 2024, which in part, states:

- C. A request for an extension is no guarantee that the extension will be granted. One (1) extension not exceeding one (1) year may be granted, provided:

1. Good cause for the request is demonstrated by the applicant in their request. Good cause includes development constructions being delayed by force majeure, development constructions being delayed by wrongful conduct of others, or other such circumstances of similar specificity; and
 2. The subject property is compliant and has been compliant, or actively pursuing compliance, with all city, state, and federal codes and laws since the date of application; and
 3. The extension request is submitted to the development services department in writing prior to the application's expiration date.
- D. Extension requests will be determined by the city council in all instances except for conditional use permit extension requests. Extension requests for conditional use permits are administrative pursuant to Idaho Code § 67-6529F(4) and the planning official shall make the determination.

If the version of code prior to September 23, 2024, aside from the requirement that “*the application and/or applicable city regulations have not changed*”, CC could still deny an extension request if objectively:

1. There is not good cause for the request; or
2. There has been a major change in the neighborhood, plans, or policies that would affect the compatibility of the project; or
3. The subject property is not compliant or has not been compliant, or is not actively pursuing compliance, with all city, state and federal codes and laws since the date of application; or
4. It is determined by the city council that it is not in Garden City's best interest to grant the extension.

In *Wee Boise, Inc. v. Garden City*, Ada County Case No. CR01-20-03481 (Fourth Judicial District March 3, 2022), the district judge stated that “Council may not deny a[n] ... application that meets what few clear and objective standards the City has enacted simply because, upon reviewing the application, the Council wishes it had enacted more requirements or different requirements.” (*Wee Boise*, p. 18).

If portions of the extension code are vague, it does not mean the extension request should be denied. Under the *Wee Boise* decision, if codified standards are subjective, they are unusable, which essentially means they are irrelevant to the application: “[t]o the extent that Council denied the application because the Council held the application did not meet unclear and subjective criteria in the Garden City ordinances . . . the Council erred as a matter of law.” (*Wee Boise*, p. 19). The applicant may not be punished if the City's code contains portions that are vague and subjective. Therefore, I am recommending the CC grant the extension if the objective requirements of Garden City Code § 8-6A-8.B are satisfied.

Accordingly, the questions are what version of the code should be applied, and whether the objective requirements of Garden City Code § 8-6A-8.B are satisfied. In this fifth extension request, Mr. Jones submits that there is good cause for the extension because: (1) resolution of the primary ACHD obstacle, with timing extending into late 2025; (2) construction cost escalation since project inception in 2019; (3) responsible sequencing of financing before construction; (4) consistency with extensions recently granted for similar reasons; and (5) continued investment and active project advancement. Mr. Jones also submits that an extension would be in the city's best interest. Mr. Jones also points out that the Garden City Code at the time his application was initially granted did not indicate that there were a limited number of extensions available. Therefore, he submits that this condition is not enforceable.

The primary stated basis for the first extension request in 2022 was that the pandemic caused delays. The stated basis for the second extension request in 2023 was because, "this application and two previous applications were in various phases of approval at different times because of legal action."

There was no additional basis listed in the third extension request, as it again states the delay was because "this application and two previous applications were in various phases of approval at different times because of legal action." However, the "legal action" was concluded on March 3, 2022, which was before the second extension was granted. It was never clarified how legal action concluded in 2022 is "good cause" for a 2025 extension.¹ However, there was an additional allegation in 2025 is that the delay was caused by "hold ups related to ACHD street changes." In the fourth extension request, Mr. Jones indicated the delay was because, "this application and previous applications were in various phases of approval at different times because of legal action, and hold ups related to ACHD street changes."

The extension code amended in 2024 now specifies that "good cause" includes "development constructions being delayed by force majeure, development constructions being delayed by wrongful conduct of others, or other such circumstances of similar specificity." The legal definition of "good cause" in Idaho generally refers to a substantial reason that rises to the level of a legal excuse. This standard is applied in various legal contexts, including determining whether to grant an extension in court proceedings. The determination of "good cause" is fact-specific and depends on the circumstances of each case. Courts in Idaho have consistently held that "good cause" requires more than arbitrary, frivolous, or irrelevant reasons; it must be a legally sufficient ground or reason. *Allen v. Lewis-Clark State College*, 105 Idaho 447; *In re Cummings*, 118 Idaho 800; *State v. Prano*, 170 Idaho 337.

In the context of granting extensions, "good cause" is assessed based on the facts and circumstances of the particular case. For example, in *In re Cummings*, 118 Idaho 800, the Idaho Court of Appeals explained that "good cause" means a substantial reason that affords a legal excuse. The decision maker independently reviews whether good cause

¹ The third extension request in 2024 was identical to the second extension request in 2023, and provided no new information.

has been shown, focusing on the specific reasons for the delay and whether they justify the extension. *In re Cummings*, 118 Idaho 800. Similarly, in *State v. Prano*, 170 Idaho 337, the court emphasized that the analysis of good cause should focus on the reason for the delay, and where the reason is well-defined and clearly sufficient, no further factors need to be considered. However, in cases where the sufficiency of the reason is subject to disagreement, additional factors may be considered such as:

- (1) the **length of the delay**, and
- (2) any **prejudice [to the city or applicant] caused by the delay**.

State v. Prano, 170 Idaho 337.

The application of “good cause” in Idaho is not governed by a fixed rule but is left to the discretion of city council in quasi-judicial matters. **Courts and City Council may consider various factors, including:**

- (1) the **totality of the circumstances**,
- (2) the **diligence of the party requesting the extension**, and
- (3) whether **the delay was caused by factors outside the party’s control**.

For instance, in *State v. Clark*, 135 Idaho 255, the Idaho Supreme Court clarified that a thorough analysis of the reasons for the delay is the soundest method for determining good cause, and the court may weigh additional factors if the sufficiency of the reason is unclear. *State v. Mansfield*, 559 P.3d 1177.

In summary, “good cause” in Idaho is a flexible standard that requires a substantial and legally sufficient reason for the requested action, such as an extension in court. The determination is fact-specific and involves a careful analysis of the reasons for the delay, with courts or city council exercising discretion based on the circumstances of each case.

The “good cause” standard in the context of a request to extend a land use application in Idaho generally requires a substantial reason that rises to the level of a legal excuse. In Idaho, courts have emphasized that there is no fixed rule for determining “good cause,” and the matter is initially left to the discretion of the decision-maker, such as a trial court or administrative body. The analysis should focus on whether the circumstances are real, substantial, and compelling, rather than imaginary, trifling, or whimsical. The determination often involves a thorough analysis of the reasons for the request, and the decision must be based on sound reasoning and practical application of legal principles. *Schafer v. Ada County Assessor*, 111 Idaho 870; *Mercy Med. Ctr. v. Ada County*, 146 Idaho 226.

Examples of factors that may constitute good cause include sudden illness, natural catastrophes, or other unavoidable circumstances, while lack of diligence or convenience alone is insufficient. *In re Cummings*, 118 Idaho 800; *Chambers v. Idaho Bd. of Pharm. & Agency*, 170 Idaho 701; *Crawford v. Guthmiller*, 164 Idaho 518.

For land use applications specifically, I.C. § 67-6535 requires that decisions be based on express standards and criteria set forth in applicable ordinances or regulations. These decisions must be founded on sound reasoning and practical considerations, ensuring

fairness and reasoned decision-making. This statutory framework underscores the importance of demonstrating a substantial and legally sufficient reason for an extension request.

In Washington, “good cause” can meet the statutory requirement in its local land use planning act for express standards and criteria when deciding whether to grant an extension request provided it is explicitly incorporated into the municipal land use ordinance. Washington law allows local governments to adopt different time limits for substantial development permits upon a finding of “good cause,” as long as the decision is consistent with the policy and provisions of the master program and the relevant chapter. This is explicitly stated in 90.58.143 (time requirements — Substantial development permits, variances, conditional use permits), which permits local governments to base such decisions on the requirements and circumstances of the proposed project. Additionally, Washington courts have emphasized that municipal ordinances must provide clear standards and criteria to guide discretionary decisions, ensuring that such discretion is not unbridled. For example, in *World Wide Video v. Spokane*, 125 Wn. App. 289, the court upheld an ordinance that required applicants to demonstrate “extreme economic hardship” to obtain an extension, as it provided precise criteria to prevent uncontrolled discretion. This principle supports the idea that incorporating “good cause” into a municipal ordinance would satisfy statutory requirements for express standards and criteria.

In California, the court has clarified that a “good cause” requirement in a municipal ordinance serves as a threshold determination rather than an automatic or exclusive standard for granting an extension. The city council retained discretion to deny an extension even if “good cause” was shown, provided there were sufficient overriding factors. This indicates that “good cause” alone may not meet the statutory requirement for express standards and criteria, as it allows for subjective judgment and discretion beyond the threshold determination. *Court House Plaza Co. v. City of Palo Alto*, 117 Cal. App. 3d 871; *Laraway v. Sutro & Co.*, 96 Cal. App. 4th 266; *Tanguilig v. Valdez*, 36 Cal. App. 5th 514.

In federal jurisdictions, “good cause” can serve as a standard under federal land use planning acts if it is accompanied by clear, objective criteria that constrain discretion and ensure consistent application. *Mardi Gras of San Luis Obispo v. City of San Luis Obispo*, 189 F. Supp. 2d 1018; *Dongtai Peak Honey Indus. v. United States*, 777 F.3d 1343; *Oakland Physicians Med. Ctr. v. Azar*, 330 F. Supp. 3d 391.

In the instant extension request, incorporating the old Garden City Code § 8-6A-8 (expiration of approvals) appears to satisfy the statutory requirement in Idaho Code § 67-6535 because the criteria are clearly articulated in the ordinance and enable permit applicants, residents, and decision-makers to understand the standards that must be met for approval. The criteria in GCC § 8-6A-8 (expiration of approvals), such as requiring “good cause for the request,” ensuring no changes in the application and/or regulations, and evaluating neighborhood and policy changes, align with the statutory intent of providing clear and express standards.

Case law supports this interpretation, emphasizing that the standards must be sufficiently detailed to guide decision-making and allow for meaningful judicial review. The criteria must be **applied consistently** and accompanied by a **reasoned statement** explaining the decision. Failure to provide such a reasoned statement or to address compliance with the express standards can result in invalidation of the decision. Therefore, while the criteria appear to meet the statutory requirements, their implementation must adhere to the procedural safeguards outlined in the statute to ensure compliance and avoid legal challenges.

The version of the municipal land use code that applies to the extension request depends on whether the land use application has materially changed since its original approval and the adoption of the new code. Under I.C. § 67-6535, decisions regarding land use applications must be based on express standards and criteria set forth in the governing authority's comprehensive plan, zoning ordinance, or other appropriate regulations. If the land use application has changed significantly, the current version of the municipal land use code would likely apply to the extension request, as the new application would need to comply with the updated standards and criteria.

In *Citizens Against Linscott v. Bonner Cty. Bd. of Comm'rs*, 168 Idaho 705, the court emphasized that land use decisions must be based on the standards and criteria in effect at the time of the decision, particularly when the prior standards no longer authorize the proposed use. Similarly, in *Burns Holdings, LLC v. Teton County Bd. of Comm'rs*, 152 Idaho 440, the court required compliance with the current standards when the governing authority's findings and conclusions were inadequate under the prior code. These cases suggest that if the application has materially changed, the current code would govern the extension request.

However, if the application remains unchanged and the extension request is merely procedural, the original version of the municipal land use code may still apply, as long as the original approval was valid and consistent with the standards in place at that time. *N. W. Neighborhood Ass'n v. City of Boise*, 172 Idaho 607; *Jasso v. Camas County*, 151 Idaho 790. The determination ultimately depends on whether the changes to the application are substantial enough to warrant a re-evaluation under the updated code.

If the version of code prior to **September 23, 2024, is applied**, aside from the requirement that "*the application and/or applicable city regulations have not changed*", the CC could still deny an extension request if objectively:

- (1) There is not good cause for the request; or
- (2) There has been a major change in the neighborhood, plans, or policies that would affect the compatibility of the project; or
- (3) The subject property is not compliant or has not been compliant, or is not actively pursuing compliance, with all city, state and federal codes and laws since the date of application; or
- (4) It is determined by the city council that it is not in Garden City's best interest to grant the extension.

The extension code amended in 2024 now specifies that “good cause” includes “development constructions being delayed by force majeure, development constructions being delayed by wrongful conduct of others, or other such circumstances of similar specificity.” The legal definition of “good cause” in Idaho generally refers to a substantial reason that rises to the level of a legal excuse. This standard is applied in various legal contexts, including determining whether to grant an extension in court proceedings. The determination of “good cause” is fact-specific and depends on the circumstances of each case. Courts in Idaho have consistently held that “good cause” requires more than arbitrary, frivolous, or irrelevant reasons; it must be a legally sufficient ground or reason. *Allen v. Lewis-Clark State College*, 105 Idaho 447; *In re Cummings*, 118 Idaho 800; *State v. Prano*, 170 Idaho 337.

In the context of granting extensions, “good cause” is assessed based on the facts and circumstances of the particular case. For example, in *In re Cummings*, 118 Idaho 800, the Idaho Court of Appeals explained that “good cause” means a substantial reason that affords a legal excuse. The decision maker independently reviews whether good cause has been shown, focusing on the specific reasons for the delay and whether they justify the extension. In *re Cummings*, 118 Idaho 800. Similarly, in *State v. Prano*, 170 Idaho 337, the court emphasized that the analysis of good cause should focus on the reason for the delay, and where the reason is well-defined and clearly sufficient, no further factors need to be considered. However, in cases where the sufficiency of the reason is subject to disagreement, additional factors may be considered such as:

- (1) the length of the delay, and
- (2) any prejudice [to the city or applicant] caused by the delay.

State v. Prano, 170 Idaho 337.

The application of “good cause” in Idaho is not governed by a fixed rule but is left to the discretion of city council in quasi-judicial matters. Courts and City Council may consider various factors, including:

- (1) the totality of the circumstances,
- (2) the diligence of the party requesting the extension, and
- (3) whether the delay was caused by factors outside the party’s control.

For instance, in *State v. Clark*, 135 Idaho 255, the Idaho Supreme Court clarified that a thorough analysis of the reasons for the delay is the soundest method for determining good cause, and the court may weigh additional factors if the sufficiency of the reason is unclear. *State v. Mansfield*, 559 P.3d 1177.

In summary, “good cause” in Idaho is a flexible standard that requires a substantial and legally sufficient reason for the requested action, such as an extension in court. The determination is fact-specific and involves a careful analysis of the reasons for the delay, with courts or city council exercising discretion based on the circumstances of each case.

The “good cause” standard in the context of a request to extend a land use application in Idaho generally requires a substantial reason that rises to the level of a legal excuse. In

Idaho, courts have emphasized that there is no fixed rule for determining “good cause,” and the matter is initially left to the discretion of the decision-maker, such as a trial court or administrative body. The analysis should focus on whether the circumstances are real, substantial, and compelling, rather than imaginary, trifling, or whimsical. The determination often involves a thorough analysis of the reasons for the request, and the decision must be based on sound reasoning and practical application of legal principles. *Schafer v. Ada County Assessor*, 111 Idaho 870; *Mercy Med. Ctr. v. Ada County*, 146 Idaho 226.

Examples of factors that may constitute good cause include sudden illness, natural catastrophes, or other unavoidable circumstances, while lack of diligence or convenience alone is insufficient. In *re Cummings*, 118 Idaho 800; *Chambers v. Idaho Bd. of Pharm. & Agency*, 170 Idaho 701; *Crawford v. Guthmiller*, 164 Idaho 518.

For land use applications specifically, I.C. § 67-6535 requires that decisions be based on express standards and criteria set forth in applicable ordinances or regulations. These decisions must be founded on sound reasoning and practical considerations, ensuring fairness and reasoned decision-making. This statutory framework underscores the importance of demonstrating a substantial and legally sufficient reason for an extension request.

In Washington, “good cause” can meet the statutory requirement in its local land use planning act for express standards and criteria when deciding whether to grant an extension request provided it is explicitly incorporated into the municipal land use ordinance. Washington law allows local governments to adopt different time limits for substantial development permits upon a finding of “good cause,” as long as the decision is consistent with the policy and provisions of the master program and the relevant chapter. This is explicitly stated in 90.58.143 (time requirements — Substantial development permits, variances, conditional use permits), which permits local governments to base such decisions on the requirements and circumstances of the proposed project. Additionally, Washington courts have emphasized that municipal ordinances must provide clear standards and criteria to guide discretionary decisions, ensuring that such discretion is not unbridled. For example, in *World Wide Video v. Spokane*, 125 Wn. App. 289, the court upheld an ordinance that required applicants to demonstrate “extreme economic hardship” to obtain an extension, as it provided precise criteria to prevent uncontrolled discretion. This principle supports the idea that incorporating “good cause” into a municipal ordinance would satisfy statutory requirements for express standards and criteria.

In California, the court has clarified that a “good cause” requirement in a municipal ordinance serves as a threshold determination rather than an automatic or exclusive standard for granting an extension. The city council retained discretion to deny an extension even if “good cause” was shown, provided there were sufficient overriding factors. This indicates that “good cause” alone may not meet the statutory requirement for express standards and criteria, as it allows for subjective judgment and discretion beyond the threshold determination. *Court House Plaza Co. v. City of Palo Alto*, 117 Cal.

App. 3d 871; *Laraway v. Sutro & Co.*, 96 Cal. App. 4th 266; *Tanguilig v. Valdez*, 36 Cal. App. 5th 514.

In federal jurisdictions, “good cause” can serve as a standard under federal land use planning acts if it is accompanied by clear, objective criteria that constrain discretion and ensure consistent application. *Mardi Gras of San Luis Obispo v. City of San Luis Obispo*, 189 F. Supp. 2d 1018; *Dongtai Peak Honey Indus. v. United States*, 777 F.3d 1343; *Oakland Physicians Med. Ctr. v. Azar*, 330 F. Supp. 3d 391.

In the instant extension request, incorporating the old GCC § 8-6A-8 (expiration of approvals) appears to satisfy the statutory requirement in I.C. § 67-6535 because the criteria are clearly articulated in the ordinance and enable permit applicants, residents, and decision-makers to understand the standards that must be met for approval. The criteria in GCC § 8-6A-8 (expiration of approvals), such as requiring “good cause for the request,” ensuring no changes in the application and/or regulations, and evaluating neighborhood and policy changes, align with the statutory intent of providing clear and express standards.

Case law supports this interpretation, emphasizing that the standards must be sufficiently detailed to guide decision-making and allow for meaningful judicial review. The criteria must be applied consistently and accompanied by a reasoned statement explaining the decision. Failure to provide such a reasoned statement or to address compliance with the express standards can result in invalidation of the decision. Therefore, while the criteria appear to meet the statutory requirements, their implementation must adhere to the procedural safeguards outlined in the statute to ensure compliance and avoid legal challenges.

The version of the municipal land use code that applies to the extension request depends on whether the land use application has materially changed since its original approval and the adoption of the new code. Under I.C. § 67-6535, decisions regarding land use applications must be based on express standards and criteria set forth in the governing authority's comprehensive plan, zoning ordinance, or other appropriate regulations. If the land use application has changed significantly, the current version of the municipal land use code would likely apply to the extension request, as the new application would need to comply with the updated standards and criteria.

In *Citizens Against Linscott v. Bonner Cty. Bd. of Comm’rs*, 168 Idaho 705, the court emphasized that land use decisions must be based on the standards and criteria in effect at the time of the decision, particularly when the prior standards no longer authorize the proposed use. Similarly, in *Burns Holdings, LLC v. Teton County Bd. of Comm’rs*, 152 Idaho 440, the court required compliance with the current standards when the governing authority's findings and conclusions were inadequate under the prior code. These cases suggest that if the application has materially changed, the current code would govern the extension request.

However, if the application remains unchanged and the extension request is merely procedural, the original version of the municipal land use code may still apply, as long as

the original approval was valid and consistent with the standards in place at that time. *N. W. Neighborhood Ass'n v. City of Boise*, 172 Idaho 607; *Jasso v. Camas County*, 151 Idaho 790. The determination ultimately depends on whether the changes to the application are substantial enough to warrant a re-evaluation under the updated code. Here, there have not been any significant changes to the application since the original approval.

In the extension request, Mr. Jones states:

4. Good Cause for Extension

Good cause exists for the requested extension based on the following material developments and ongoing conditions:

A. Resolution of the primary ACHD obstacle, with timing extending into late 2025.

Coordination with ACHD on the project's stormwater requirements continued throughout 2025. The site cannot meet the standard on-site stormwater code, and the applicant worked through the year to identify a workable resolution, preferably one that did not require payment of a fee in-lieu. Final discussions resolving the path forward did not occur until November 2025, at which point ACHD agreed to approve the project subject to payment of a fee-in-lieu of approximately \$12,000. The timing of when that payment must be made is itself part of the financing analysis, because the payment is a meaningful expense that the applicant does not want to make until full project financing is in place.

B. Construction cost escalation since project inception in 2019.

The applicant first began attempting this project in 2019. Since that time, the projected construction cost has more than doubled. This is consistent with broader construction-industry cost movement post-2019 and is not a project-specific problem. It is, however, the single largest reason that the responsible sequencing of this project, meaning securing full financing before breaking ground, takes longer today than it would have at original conception.

C. Responsible sequencing of financing before construction.

Earlier in this project, the applicant could have pulled a building permit and started partial construction to extend deadlines through the building process. That is a pattern observed elsewhere in Garden City. The applicant chose not to take that path, because doing so would have produced a partially constructed project requiring ongoing City management, which is the outcome the Council has stated it wants to avoid. Granting this entitlement extension recognizes the more disciplined choice the applicant has already made: securing full project financing before breaking ground. This is an important distinction. The applicant's extensions are design review extensions, which operate on a longer cycle than building permit extensions. Other Garden City projects of similar vintage have moved into the building permit phase, pulled permits, commenced partial construction, and then accumulated a substantial number of shorter-cycle extensions to keep partially constructed phases viable. Park 33 has not done so.

The applicant has remained at the entitlement stage by choice, has not pulled permits, has not commenced construction, and has no half-built structures requiring ongoing City management. The lower extension count on Park 33 reflects the longer design review cycle and a deliberate decision not to break ground until full financing is in place, not a lower level of project activity.

Under Idaho law, the determination of “good cause” for granting an extension of a land use or design review entitlement is fact-specific and depends on the circumstances of the case. The explanation provided—ongoing coordination with the Ada County Highway District (ACHD), construction cost escalation since 2019, and the applicant’s decision to secure full financing before commencing construction—may or may not constitute “good cause” depending on whether these reasons meet the legal standard of a “substantial reason” that affords a legal excuse.

The Idaho Supreme Court has clarified that “good cause” requires a substantial reason, one that provides a legal excuse, and is evaluated based on the specific facts and circumstances of the case. In *re Cummings*, 118 Idaho 800 (1990), *Chambers v. Idaho Bd. of Pharm. & Agency*, 170 Idaho 701 (2022). Factors outside the applicant’s control, such as delays caused by third parties or external circumstances like natural catastrophes, may support a finding of good cause. However, the court has also emphasized that there is no bright-line test for determining good cause, and the analysis is highly contextual.

In the context of land use decisions, Idaho Code § 67-6535(2)(b) requires that any reconsideration or extension decision be based on compliance with applicable procedural standards and supported by a reasoned written statement. Idaho Code § 67-6521. Additionally, Idaho Code § 67-6519(5) mandates that decisions granting or denying applications specify the standards used, the reasons for the decision, and any actions the applicant could take to obtain approval. These statutory requirements underscore the importance of a clear and reasoned explanation for granting or denying an extension.

The Idaho Supreme Court has upheld the validity of ordinances that limit the number of extensions, emphasizing that such limitations serve the public interest in ensuring timely development and are not arbitrary or capricious. *Dry Creek Partners, LLC v. Ada County Comm’rs ex rel. State*, 148 Idaho 11 (2009). For example, in *Dry Creek Partners, LLC v. Ada County Comm’rs ex rel. State*, 148 Idaho 11 (2009), the court noted that allowing a single extension provides a safety valve for applicants facing unexpected problems, but precluding subsequent extensions is a legislative judgment that is not inherently unreasonable. This reasoning suggests that granting a fifth extension may face heightened scrutiny, as it could be seen as inconsistent with the legislative intent to promote timely development.

The explanation provided—coordination with ACHD, cost escalation, and securing financing—could potentially constitute good cause **if these factors are shown to be outside the applicant’s control and if they significantly impeded progress on the project**. However, the applicant bears the burden of demonstrating that these reasons meet the legal standard for good cause. The CC must evaluate whether these reasons

are substantial and legally sufficient to justify a fifth extension, particularly in light of the statutory and case law emphasis on timely development and the limited availability of extensions.

While the reasons provided could potentially amount to good cause under Idaho law, this determination depends on the specific facts and circumstances, as well as the governing ordinances and procedural standards. The statement that these reasons constitute good cause must be supported by a reasoned analysis that aligns with the statutory and case law requirements for extension requests. Without such an analysis, the assertion may not accurately reflect Idaho law and relevant legal standards.

Additionally, CC could enforce a condition from a previous extension approval stating, “this is the final extension that will be granted,” even if the original municipal code does not expressly limit the number of extensions, provided that the condition is reasonable, consistent with statutory authority, and not arbitrary or capricious. Under Idaho law, municipalities operate under the principle of “Dillon’s Rule,” which means they possess only those powers expressly or impliedly granted by the state legislature. *Caesar v. State*, 101 Idaho 158 (1980) and Idaho Code § 67-6512 allows for the imposition of conditions on special use permits, including those that control the sequence, timing, and duration of development. Idaho Code § 67-6519. Similarly, Idaho Code § 67-6515 permits planned unit developments to be approved with conditions, provided such conditions are consistent with statutory and ordinance requirements. *Citizens Against Linscott v. Bonner Cty. Bd. of Comm’rs*, 168 Idaho 705 (2021), *Johnson v. Blaine County*, 146 Idaho 916 (2009). These statutes collectively establish that municipalities have the authority to impose reasonable conditions on land use approvals, including extensions.

The Idaho Supreme Court has upheld the validity of conditions imposed by local governments, provided they are not arbitrary, capricious, or unreasonable. For example, in *Dry Creek Partners, LLC v. Ada County Comm’rs ex rel. State*, 148 Idaho 11 (2009), the court recognized that local governments may impose time limitations on extensions as a legislative judgment, even if such limitations are not explicitly required by the municipal code. The court emphasized that such conditions serve legitimate governmental interests, such as ensuring timely development, and are not inherently unreasonable.

Furthermore, Idaho Code § 67-6535 requires that decisions on land use applications, including extensions, be based on express standards and criteria set forth in ordinances or regulations. The decision must also be accompanied by a reasoned statement explaining the rationale for the decision. If the city council previously approved an extension with the explicit condition that it would be the final extension, this condition would likely be enforceable as long as it was clearly communicated, reasonable, and supported by the applicable ordinance or comprehensive plan.

However, the enforcement of such a condition must not violate constitutional or statutory provisions, exceed the city council’s statutory authority, or be arbitrary or capricious. Additionally, the decision must not result in a regulatory taking without proper analysis.

Therefore, while the municipal code may not expressly limit the number of extensions, CC can enforce a condition limiting extensions if it is reasonable, consistent with statutory authority, and supported by a reasoned decision-making process. The condition must also align with the principles of fairness and sound reasoning required under Idaho law.

CONCLUSION: The extension should be granted if the objective requirements of G.C.C. § 8-6A-8.B are satisfied. The extension should not be denied merely because the Garden City parking regulations were changed after the approval. However, CC could still deny an extension request if other objective requirements are not met.



OFFICE OF THE CITY ATTORNEY

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

TO: Mayor and Council
FROM: Charles I. Wadams, City Attorney
DATE: June 8, 2026
SUBJECT: Memorandum On Ordinance No 1066-26 Garden City Franchise Agreement with Intermountain Gas Company

ACTION REQUIRED: None at this time.
RECOMMENDATION: Adopt the Ordinance.
FISCAL IMPACT/BUDGET IMPLICATIONS: Unknown.

BACKGROUND: The proposed ordinance grants Intermountain Gas Company (IGC) a twenty (20) year extension of a franchise to construct, maintain, and operate a gas transmission and distribution system within the City, including the use of City streets and alleys, subject to the rules and conditions set forth in the franchise and grant. As consideration for the franchise and grant, the ordinance requires that, during the franchise period, IGC shall pay to the City three percent (3%) of the gross receipts received from all sales of gas by IGC within the corporate limits of the City through use, operation, or possession of the franchise and grant. Franchise fees shall be collected by IGC from customers within the City by assessing the franchise fee percentage on amounts billed to customers for the sale, transmission, and/or distribution of natural gas within the City.

I have negotiated the proposed franchise ordinance with IGC, understanding the following contemplated schedule:

- (1) City Attorney review to IGC by: 03/26/26 [DONE];
- (2) Introduce Ordinance to CC: 04/13/2026 [DONE];
- (3) 30-day waiting period: 04/13/2026 – 05/26/2026 [DONE];
- (4) Notice of public hearing: 05/12/2026 and 05/19/2026 [DONE];
- (5) Ordinance Public Hearing and 1st reading: 05/26/2026 [DONE];
- (6) **Ordinance 2nd reading: 06/08/2026;** and
- (7) **Ordinance 3rd reading and adoption: 06/22/2026.**

I am now providing this legal memo for the City Council's (CC) consideration.

ANALYSIS: Under Idaho law, specifically Idaho Code § 50-329A, the proposed sections for the franchise agreement between IGC and the City align with the statutory framework and requirements for such agreements. Under I.C. § 50-329, cities in Idaho are authorized to grant franchises to public utilities, including natural gas companies, for terms ranging from a minimum of ten years to a maximum of fifty years, unless otherwise agreed upon by the utility or cooperative electrical association. This statutory provision

MEMORANDUM ON ORDINANCE NO 1066-26 GARDEN CITY FRANCHISE AGREEMENT WITH IGC, Page 1

establishes a default range for franchise terms but explicitly allows for deviations from this range if mutually agreed upon by the city and the utility. In the context of Garden City entering into a franchise agreement with IGC for a term of twenty years with an “evergreen clause,” the following considerations apply:

1. **Term Length and Agreement:** While the statute prescribes a minimum term of ten years, it includes an exception permitting shorter terms if the utility agrees to such an arrangement. Therefore, a twenty-year franchise agreement would be permissible under I.C. § 50-329 provided that IGC and the City have agreed to the term.
2. **Evergreen Clause:** As franchise agreements are treated as contracts under Idaho law, the inclusion of such a clause would likely be permissible if it is mutually agreed upon by the parties and does not conflict with statutory requirements. *Alpert v. Boise Water Corp.*, 118 Idaho 136 (1990); *Hayden v. Washington Water Power Co.*, 108 Idaho 467 (1985).
3. **Publication and Procedural Requirements:** Any ordinance granting a franchise must comply with the procedural requirements outlined in Idaho Code § 50-329 including publication in the city’s official newspaper for passage by the city council. These requirements would apply regardless of the term length or the inclusion of an evergreen clause.
4. **Contractual Validity and Enforcement:** Franchise agreements are presumed valid under Idaho law, and the burden of proving invalidity rests on the party challenging the agreement. As long as the agreement complies with statutory requirements and is entered into voluntarily by both parties, it would likely be enforceable.

Most if not all other jurisdictions are also entering into a twenty-year franchise agreement with IGC with an evergreen clause.

Idaho Code § 50-329A(d) explicitly states that franchise fees shall be paid by public service providers within thirty (30) days of the end of each calendar quarter. This provision establishes a clear timeline for the payment of franchise fees by public service providers to the respective cities. Therefore, the agreement indicates that the city will now receive payment from IGC on a quarterly basis.

Additionally, I had a discussion with IGC about their proposed 1-year warranty for repair and reconstruction of streets, and when Twin Falls wanted a 5-year term, IGC was agreeable to a 5-year warranty. Therefore, the current version of the agreement includes a 5-year warranty.

Roadwork warranties are provided to the City and not the Ada County Highway District (ACHD), but IGC has agreed to directly pay ACHD permit fees inside city limits without collecting from the City. The warranty that IGC is willing to provide relates to its obligations to maintain and restore public rights-of-way and infrastructure impacted by its operations:

1. **Restoration and Maintenance Obligations:** Idaho Code § 50-329A provides that franchise fees paid by public service providers, such as Intermountain Gas,

- are in lieu of other taxes or fees imposed by the city for the use of public rights-of-way, including utility line installation, maintenance, and removal. This indicates that IGC would be responsible for ensuring that any work performed under the franchise agreement does not result in lasting damage to public infrastructure. A warranty in the agreement should therefore ensure that IGC restores any affected public rights-of-way to their original or an agreed-upon condition following construction or maintenance activities.
2. **Coordination and Compliance with Standards:** Idaho Code § 50-3006 requires system operators using public rights-of-way to employ sound construction practices, maintain the integrity of public improvements, and promptly repair or replace any disrupted conditions. The statute also imposes a duty to coordinate with other utilities and municipal services to minimize conflicts and avoid damage to existing facilities. The warranty should reflect these obligations, ensuring compliance with applicable standards and coordination requirements.
 3. **Non-Interference with Public Use:** The Idaho Supreme Court has held that utilities using public rights-of-way do so under a permissive use doctrine, which requires them to relocate or adjust their facilities if they interfere with proper governmental use of the streets or highways. *Mountain States Tel. & Tel. Co. v. Boise Redevelopment Agency*, 101 Idaho 30 (1980). The warranty should address this principle, ensuring that Intermountain Gas's operations do not incommode public use and that it will bear the cost of any necessary relocations.
 4. **Permit Fee to ACHD:** Since IGC is also paying a permit fee to ACHD for road work, the warranty should include provisions ensuring compliance with ACHD's regulations and standards for construction and restoration within its jurisdiction. ACHD has exclusive supervisory authority over public highways and rights-of-way under its jurisdiction, including the power to establish design and use standards. Idaho Code § 40-1310, *Ada County Highway Dist. v. Idaho Pub. Utils.*, 151 Idaho 1 (2011). The warranty should guarantee that IGC adheres to these standards and promptly addresses any deficiencies identified by ACHD.

In summary, the warranty under the franchise agreement ensures that IGC: (1) restores public rights-of-way to their original or agreed-upon condition, (2) complies with applicable construction and maintenance standards, (3) coordinates with other utilities and municipal services, (4) avoids interference with public use, and (5) adheres to ACHD's requirements for road work. These provisions align with the statutory and case law framework governing franchise agreements and public rights-of-way in Idaho.

Under Idaho Code § 50-329A, franchise agreements between cities and public service providers such as IGC must address the obligations of the grantee (IGC) to maintain and restore public rights-of-way and infrastructure impacted by its operations.

The statutory framework and relevant case law provide guidance on the allocation of responsibilities and the interplay between cities and highway districts in such agreements. A warranty clause in the franchise agreement should therefore require IGC to restore any

affected public rights-of-way to their original or an agreed-upon condition following construction or maintenance activities. The proposed language on page 3 aligns with this statutory framework. Specifically, the clause requiring the grantee to “maintain, repair and keep in good condition for a period of five years all portions of streets and alleys disturbed by it or its agents” is consistent with the obligations imposed under Idaho Code § 50-329A. Additionally, the provision allowing the city to remove obstructions and charge the costs to the grantee if the grantee fails to act after notice is reasonable and enforceable under the statute.

The statutory framework does not preclude the city from including such provisions in its franchise agreement, even if ACHD has jurisdiction, as long as the provisions do not conflict with ACHD's exclusive supervisory authority. The payment of permit fees by IGC to ACHD for work performed in rights-of-way under ACHD's jurisdiction is a separate issue from the franchise agreement with Garden City. The permit fees payable to ACHD are not governed by the city's franchise agreement but rather by ACHD's regulations and agreements with IGC. The proposed warranty language is appropriate for inclusion in the franchise agreement between IGC and the City even though the impacted rights-of-way fall under ACHD or ITD jurisdiction.

I also want to make sure city council is aware that the ability to negotiate a franchise fee rate higher than 3% is limited and subject to specific conditions. Idaho Code § 50-329A governs the imposition of franchise fees by cities on public service providers, including natural gas utilities. According to this statute, franchise fees assessed by cities upon public service providers “shall not exceed three percent (3%)” of the public service provider's gross revenues received within the city unless certain conditions are met. Specifically, a city may negotiate a rate higher than 3% only if one of the following conditions is satisfied:

1. **Existing Franchise Agreements with Higher Rates:** If a greater franchise fee is already being paid under an existing franchise agreement, the city may renew the agreement at the higher percentage. This renewal requires either the consent of the public service provider or the approval of a majority of voters in the city voting on the question at an election held in accordance with Chapter 4, Title 50, Idaho Code.
2. **Approval by Voters or Consent of the Provider:** For any increase beyond 3% in the absence of an existing agreement with a higher rate, the city must obtain either the consent of the public service provider or the approval of a majority of voters in the city through an election conducted in accordance with the statutory requirements.

Absent these conditions, the franchise fee cannot exceed the statutory cap of 3%. Additionally, the statute defines “gross revenues” as the amount billed by the public service provider for the sale, transmission, and/or distribution of natural gas within the city, less uncollectibles, and requires that the franchise fee be separately itemized on customer billings. In conclusion, while the city may negotiate a rate higher than 3%, it must comply with the statutory conditions either by relying on an existing agreement with

a higher rate or by obtaining the necessary consent or voter approval. Without meeting these conditions, the statutory cap of 3% remains in effect.

Moreover, at my request, IGC added a notice clause that mandates a minimum notice period of 210 day before the expiration date, ensuring the City has adequate time to address the continuation or termination of the agreement. Under Idaho Code § 50-329A, a franchise agreement between IGC and the City of Garden City may specify a minimum notice period of 210 calendar days before the expiration date for termination or nonrenewal, provided that such a term is mutually agreed upon by the parties. Idaho Code § 50-329A does not explicitly prescribe a specific notice period for termination or nonrenewal of franchise agreements.

Instead, the Idaho Code governs the terms and conditions under which franchise fees and agreements are established, including limitations on fees and the general framework for franchise agreements. Therefore, the inclusion of a 210-day notice period does not conflict with the statute, as long as it is consistent with the contractual terms agreed upon by the parties.

Regarding the obligation to provide notice, the City requested, and IGC agreed, that allocation of the notice obligation be on IGC and specified in the franchise agreement. The reasonableness of a notice period, such as 210 days, would likely be upheld if it aligns with the nature, purpose, and circumstances of the franchise agreement. *Jen-Rath Co. v. Kit Mfg. Co.*, 137 Idaho 330 (2002). In conclusion, a 210-day notice period is permissible under Idaho Code § 50-329A provided it is agreed upon by the parties, and the IGC obligation to provide such notice should be explicitly addressed in the franchise agreement as a negotiated term.

Below is an analysis of the appropriateness of each proposed section and whether additional provisions should be considered:

1. **Grant of Authority:** This section is essential and appropriate. Idaho Code § 50-329A explicitly allows cities to grant franchises to public service providers, such as gas utilities, for the construction, installation, maintenance, and operation of utility systems within city limits. This aligns with the historical legal basis for granting franchises as discussed in *Alpert v. Boise Water Corp.*, 118 Idaho 136 (1990), which emphasizes the authority of municipalities to grant such rights.
2. **Use of Streets and Rules Governing the Same:** This section is generally appropriate. Idaho Code § 50-329A generally permits cities to regulate the use of public streets and rights-of-way by public service providers, including rules for utility line installation and maintenance. Additionally, *Alpert v. Boise Water Corp.*, 118 Idaho 136 (1990) highlights the authority of cities to impose reasonable regulations on utilities operating within their jurisdiction. However, in Garden City, either ACHD or ITD have jurisdiction on rights-of-way.
3. **Grantee Subject to All Powers of City Rules Governing Repair and Reconstruction of Streets:** This section is consistent with the city's authority to regulate public service providers under Idaho Code § 50-329A, which includes oversight of utility operations in public spaces.

4. **Term of Franchise and Grant:** This section is required. Idaho Code § 50-329A mandates that franchise terms must be between 10 and 50 years unless otherwise agreed upon by the parties.
5. **City Right to Inspection of Grantee's Plans, Accounts and Books – Grantee to Furnish Certain Maps:** This section is appropriate. While not explicitly required, it aligns with the city's general oversight authority over public service providers operating within its jurisdiction.
6. **Payment to City and Filing of Annual Written Report with the City:** This section is necessary. Idaho Code § 50-329A requires public service providers to pay franchise fees to the city, which are calculated as a percentage of gross revenues. The statute also requires these fees to be paid quarterly.
7. **IGC Liability - Indemnification:** This section is appropriate. Although not explicitly addressed in Idaho Code § 50-329A, indemnification provisions are standard in franchise agreements to protect the city from liability arising from the grantee's operations.
8. **Insurance:** This section is appropriate and prudent to ensure that IGC maintains adequate insurance coverage for its operations.
9. **Safety Regulation Compliance:** This section is appropriate. Idaho Code § 50-329A does not explicitly address safety regulations, but compliance with applicable safety standards is a reasonable requirement for public service providers.
10. **Agreement Not to Compete – Reserve to City Power of Eminent Domain:** This section is generally appropriate. While Idaho Code § 50-329A does not address non-compete clauses, *Alpert v. Boise Water Corp.*, 118 Idaho 136 (1990) notes that franchise agreements often include provisions where cities agree not to compete with utilities. However, the city's power of eminent domain is governed by Idaho Code § 7-701A, which restricts its use for certain purposes.
11. **Surrender of Franchise:** This section is appropriate to address the conditions under which IGC may surrender the franchise.
12. **Written Acceptance (including a requirement that IGC file written acceptance with the City Clerk within thirty days):** This section is appropriate. Idaho Code § 50-329 requires that franchises be created or granted by ordinance, and written acceptance ensures formal acknowledgment by the grantee.
13. **Publication Costs:** This section is required. Idaho Code § 50-329 mandates that the costs of publishing ordinances granting franchises must be borne by the applicant or grantee (IGC).
14. **Forfeiture:** This section is appropriate to address the consequences of non-compliance with the terms of the franchise agreement.
15. **Separability:** This section is appropriate to ensure that the invalidity of one provision does not affect the remainder of the agreement.
16. **Repeal:** This section is appropriate to address the repeal of prior inconsistent ordinances or agreements.
17. **Notifications:** This section is appropriate to establish procedures for communication between the city and the grantee.

Because the agreement is for 20+ years, IGC agreed to a couple recitals acknowledging ACHD and/or ITD so the future leaders of the city can easily understand the interplay between the applicable jurisdictions without having to go through all the correspondence. Here are some draft suggestions I provided:

Whereas, the parties acknowledge that, within the geographic boundaries of the City, certain streets, highways, and rights-of-way are under the exclusive jurisdiction, supervision, and control of the Ada County Highway District (ACHD) pursuant to Idaho law, including Idaho Code § 40-1310 and related authority, and that the Idaho Transportation Department (ITD) also has jurisdiction over certain rights-of-way within the City; and whereas, the parties intend that this Agreement be interpreted and administered in a manner that recognizes and does not conflict with ACHD's and ITD's respective jurisdictional authority over their rights-of-way.

Whereas, the parties acknowledge that the Grantee's construction, excavation, installation, maintenance, and restoration activities within the City may require permits, approvals, and inspections, depending on the location of the work, from ACHD and/or ITD; and whereas, the parties intend that the Grantee will obtain and maintain, in the Grantee's name, all required licenses, permits, certificates, and approvals related to the Grantee's operations and work within the City and will conduct such operations in compliance with all applicable laws, ordinances, and regulations, including those of the City, ACHD, and ITD, as applicable to the location and scope of the work.

Whereas, the parties acknowledge and agree that the Grantee does not have, and by entering into this Agreement does not create, any franchise, pass-through agreement, or other agreement with ACHD; and whereas, the parties further acknowledge that the Grantee's work within ACHD rights-of-way is performed pursuant to ACHD's permit process, under which the Grantee applies for and pays for required ACHD permits directly, and that no cities in Ada County pay ACHD permit fees on behalf of the Grantee.

Whereas, the parties intend that this Agreement governs the franchise relationship between the City and the Grantee and allocates responsibilities between them for the Grantee's use and occupancy of rights-of-way to the extent the City may lawfully regulate such use under Idaho Code § 50-329A; and whereas, the parties further intend that ACHD and ITD permit requirements, standards, fees, and any warranties or assurances required by ACHD or ITD are separate from, and are not governed by, this Agreement, except that nothing in this Agreement is intended to excuse or diminish the Grantee's obligation to comply with ACHD and ITD requirements applicable to work performed in ACHD or ITD rights-of-way.

Whereas, the parties acknowledge that the City desires to include in this Agreement a restoration and warranty framework addressing the condition of public rights-of-way and related infrastructure impacted by the Grantee's

activities, including a defined warranty period for restoration work, and that the City's interest is to ensure timely, safe, and durable restoration consistent with applicable standards; and whereas, the parties further acknowledge that, where the impacted right-of-way is under ACHD or ITD jurisdiction, the applicable design, construction, and restoration standards and acceptance processes are established by ACHD or ITD, and the Grantee's compliance with those standards is administered through the applicable ACHD or ITD permit process.

Whereas, the parties intend that any restoration and warranty obligations stated in this Agreement will be administered in a manner that is consistent with, and not in conflict with, ACHD's and ITD's exclusive supervisory authority over their rights-of-way, including their authority to establish design and use standards and to identify deficiencies; and whereas, the parties further intend that, to the extent the City includes restoration and warranty obligations in this Agreement, such obligations will be framed to (i) require the Grantee to restore affected areas to the condition required by the applicable permitting authority and/or to an agreed-upon condition, (ii) preserve the City's ability to enforce reasonable franchise conditions within its lawful authority, and (iii) acknowledge that any ACHD- or ITD-required warranties, guarantees, or corrective work obligations arise under, and are enforced through, the applicable ACHD or ITD permit process.

Whereas, the parties enter into this Agreement to provide a clear, enforceable, and coordinated framework for the Grantee's use of rights-of-way within the City, to protect the public and public infrastructure, to reduce uncertainty regarding permitting and restoration responsibilities across overlapping jurisdictions, and to confirm that the Grantee's direct payment of ACHD permit fees and compliance with ACHD and ITD requirements are separate from, and not altered by, the franchise granted by the City under this Agreement

IGC picked the above recitals that it felt were appropriate.

CONCLUSION: In conclusion, the proposed ordinance is appropriate and consistent with Idaho law. Therefore, I recommend adoption of the IGC franchise ordinance after three readings.

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

AN ORDINANCE OF THE CITY OF GARDEN CITY, IDAHO, GRANTING TO INTERMOUNTAIN GAS COMPANY A TWENTY (20) YEAR EXTENSION TO ITS FRANCHISE TO CONSTRUCT, MAINTAIN AND OPERATE A GAS TRANSMISSION AND DISTRIBUTION SYSTEM; PROVIDING FOR THE USE OF STREETS AND ALLEYS, AND RULES GOVERNING THE SAME, SUBJECTING THE GRANTEE TO ALL POWERS OF THE CITY; SETTING FORTH THE RULES OF THE FRANCHISE AND GRANT; PROVIDING FOR THE RIGHT OF INSPECTION BY THE CITY OF GRANTEE'S PLANS, ACCOUNTS, AND BOOKS; REQUIRING GRANTEE TO FURNISH CERTAIN MAPS; SETTING FORTH THE ANNUAL PAYMENT TO THE CITY, AND THE FILING OF ANNUAL REPORTS WITH THE CITY; REQUIRING GRANTEE TO INDEMNIFY CITY, AND FILE EVIDENCE OF INSURANCE; REQUIRING COMPLIANCE WITH SAFETY REGULATIONS; SETTING FORTH AN AGREEMENT NOT TO COMPETE, RESERVING POWER OF EMINENT DOMAIN; PROVIDING FOR SURRENDER OF FRANCHISE; GRANTING RIGHT TO SALVAGE; REQUIRING WRITTEN ACCEPTANCE; PROVIDING FOR CONSENT TO SALE, ASSIGNMENT OR LEASE; PROVIDING FOR PAYMENT OF PUBLICATION COST; SETTING FORTH PENALTIES AND FORFEITURES, SEPARABILITY AND REPEAL; APPROVING A SUMMARY OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, provisions of Title 50, Chapter 3, of the Idaho Code authorizes a municipality to enter into a franchise fee agreement; and

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

SECTION 1: GRANT OF AUTHORITY. There is hereby granted to Intermountain Gas Company, a corporation, its successors and assigns (hereinafter collectively referred to as "Grantee") a twenty (20) year extension to the right and authority to construct, install, maintain and operate a gas transmission and distribution system, including mains, pipes, conduits, services and other necessary structures and appliances appertaining in, under, upon, over, across and along the streets, alleys, bridges and public places within the present and future corporate limits of the City of Garden City, Idaho (hereinafter referred to as "City") for the furnishing, transmission, distribution and sale of gas, whether artificial, natural, mixed or otherwise, for heating, domestic, industrial and other purposes and for transmitting gas into, through and beyond said City. The City represents that it has the sole power and authority to make this grant of authority and agrees to notify Grantee in writing if the City should cease to have this power.

SECTION 2: USE OF STREETS AND RULES GOVERNING THE SAME. Grantee shall secure a permit from the applicable permitting agency for any opening it shall make in the streets, alleys and public places in the City and shall be subject to all applicable ordinances, but no fee chargeable by the city shall be required of Grantee for any such permit.

Whereas, the parties acknowledge that, within the geographic boundaries of the City, certain streets, highways, and rights-of-way are under the exclusive jurisdiction, supervision, and control of the Ada County Highway District (ACHD) pursuant to Idaho law, including Idaho Code § 40-1310 and related authority, and that the Idaho Transportation Department (ITD) also has jurisdiction over certain rights-of-way within the City; and whereas, the parties intend that this Agreement be interpreted and administered in a manner that recognizes and does not conflict with ACHD's and ITD's respective jurisdictional authority over their rights-of-way. Grantee may, however, open or disturb the streets, alleys, and public places without a permit if an emergency exists requiring the immediate repair of facilities. The location or relocation of all facilities shall be made under the supervision and with the approval of such representatives as the governing body of the City may designate for such purpose, but not so as unreasonably to interfere with the proper operating of Grantee's facilities and service. Whenever the City shall pave or repave any street or shall change the grade or line of any street or public place or shall construct or reconstruct any conduit, water main, sewer or water connection or other city public works or city utility, it shall be the duty of the Grantee when so ordered by the City to change its mains, services and other property in the streets or public places at its own expense so as to conform to the established grade or line of such street or public place and so as not to interfere with the conduits, sewers and other mains of the City as constructed or reconstructed; however, the Grantee shall not be required to relocate pipes, mains and appurtenances when the street, alley or public ground in which they are located is vacated for the convenience of abutting property owners and not as an incident to the public improvement, unless the reasonable cost of such relocation and the loss and expenses resulting therefrom is first paid to Grantee. The City will avoid the need for such moving or changing whenever possible. In the event Federal, State or other funds are available in whole or in part for utility relocating purposes, the City shall apply for such funds, and the Grantee will be reimbursed to the extent any such funds are actually obtained.

SECTION 3: GRANTEE SUBJECT TO ALL POWERS OF CITY RULES GOVERNING AND RECONSTRUCTION OF STREETS. The exercise of privileges herein granted shall be subject at all times to all of the powers of the City and all regulatory ordinances adopted pursuant thereto. The Grantee shall not unnecessarily or unreasonably obstruct the use of or damage any street or alley and shall within a reasonable time and as early as practicable upon completion of any construction or repair work, restore all City streets and alleys to the same order and condition as they were before the excavation was made insofar as reasonably possible. The Grantee shall maintain, repair and keep in good condition for a period of five year all portions of streets and alleys disturbed by it or its agents. The Grantee shall be responsible for any obstruction in any street, alley or other public place caused by it in the operation and maintenance of its properties occurring at any time and shall promptly remove such obstruction. Any such obstruction which, after proper notice to Grantee demanding removal is not promptly removed by the Grantee may be taken care of by the City and the costs thereof shall be charged against Grantee. For purposes of this Section, Grantee's above-ground facilities or temporary construction materials and equipment shall not be considered an "obstruction".

SECTION 4: TERM OF FRANCHISE AND GRANT. Such rights and authority, permission and power are hereby granted for a term of twenty (20) years from and after the date of the final acceptance of this Ordinance by the Company, herein referred to as the primary term. This franchise will automatically renew for successive periods of ten (10) years unless cancelled at the end of a term by either party by written notice to the other party no less than 180 calendar days prior to the end of the primary term or the then current successive term. The Grantee shall provide City written notice of automatic renewal for successive periods no less than 210 calendar days prior to the end of the primary term or the then current successive term, ensuring the City has adequate time to address the continuation or termination of the agreement before an automatic renewal.

SECTION 5: CITY RIGHT TO INSPECTION OF GRANTEE'S PLANS, ACCOUNTS AND BOOKS – GRANTEE TO FURNISH CERTAIN MAPS. Upon reasonable advance notice, the City shall have access to Grantee's records to the extent necessary to verify the accuracy of the Franchise fee payments required herein during the normal business hours of Grantee. The Grantee shall furnish, upon request, the City with a complete set of maps, including plans and profile of the distribution system of the Grantee and any future extensions. The City shall make every reasonable effort to maintain the confidentiality of any trade secrets or other proprietary information (such as proprietary maps and other mapping information) provided pursuant to this Section, including execution of a data sharing agreement with Grantee. Any map supplied shall not be used for locating gas facilities with the intent of excavating. Prior to excavating, the City shall request line locates per the requirements of Idaho Statutes Title 55 Chapter 22 Underground Facilities Damage Prevention.

SECTION 6: PAYMENT TO CITY AND FILING OF ANNUAL WRITTEN REPORT WITH THE CITY. As consideration for this franchise and grant said Grantee, its successors and assigns, during the franchise period, shall pay to the City three percent (3%) of the gross receipts received from all sales of gas by Grantee within the corporate limits of the City through use, operation or possession of this franchise and grant. Franchise fees shall be collected by Grantee from customers within the City, by assessing the franchise fee percentage on the amounts billed to customers for the sale, transmission and/or distribution of natural gas within the city.

Such payments shall be made on a quarterly basis and shall be in lieu of any and all other fees, charges, licenses or taxes (other than ad valorem taxes) related to easements, franchises, rights-of-way, utility lines and equipment installation, maintenance and removal during the term of the public service providers' franchise with the City which the City may impose for the rights and privileges herein granted or for the privilege of doing business within the City.

The Grantee shall file 30 days after the end of each calendar quarter with the City a report for the preceding calendar quarter, which report shall contain a statement of all the gross receipts arising from all sales of gas by said Grantee within the City for the calendar quarter preceding such report, and at the same time the Grantee shall pay to the City the stipulated percentage of the gross quarterly receipts due for the calendar quarter which said report is made and filed.

SECTION 7: GRANTEE LIABILITY – INDEMNIFICATION. It is expressly understood and agreed by and between the Grantee and the City that the Grantee shall save the City harmless from all loss sustained by the City on account of any suit, judgment, execution, claim or demand whatsoever, resulting from negligence on the part of the Grantee in the construction, operation or maintenance of its gas system in the City. The City shall notify the grantee's representative in the City within ten (10) days after the presentation of any claim or demand, either by suit or otherwise, made against the City on account of any negligence as aforesaid on the part of the Grantee. Nothing herein shall require Grantee to save and hold the City harmless to the extent any loss sustained by the City is caused by the acts, omissions, or negligence of the City, its agents, representatives, contractors, officers, directors, employees, or other parties subject to its direction or control.

SECTION 8: INSURANCE. Upon acceptance of this franchise by Grantee and before Grantee shall have any rights hereunder, Grantee shall file with the City Clerk a certificate evidencing the insurance of the Grantee against property damage in an amount not less than \$500,000.00 and bodily injury with limits of not less than \$500,000.00 per person and \$1,000,000.00 total for each occurrence. Provided, however, the minimum limits of insurance as set forth herein shall be automatically increased at any time the liability limits of the City are increased pursuant to the Idaho Tort Claims Act (Idaho Code § 6-901 et. seq.) or any similar legislation.

SECTION 9: SAFETY REGULATION COMPLIANCE: Grantee shall comply with and conform to all applicable safety regulations promulgated by the United States, State of Idaho, or any regulatory body having jurisdiction thereof.

SECTION 10: AGREEMENT NOT TO COMPETE – RESERVE TO CITY POWER OF EMINENT DOMAIN. In consideration of Grantee's undertaking hereunder as evidenced by its acceptance hereof the City agrees not to engage in the business of distributing and selling gas during the life of this franchise or any extension thereof in competition with the Grantee, its successor and assigns; but nothing herein contained shall be construed or deemed to prevent the City from exercising at any time any power of eminent domain granted to it under the laws of the State of Idaho.

SECTION 11: SURRENDER OF FRANCHISE. In the event natural gas at any time shall cease to be available to Grantee for the distribution and sale hereunder, Grantee reserves the right to surrender this franchise and in the event of such surrender prior to any expiration or termination of this franchise, or in any of such events, Grantee reserves the right to salvage all of its plant, works and facilities, and shall restore City's streets and alleys damaged by such salvage operation. Grantee shall abandon underground facilities in place where possible.

SECTION 12: WRITTEN ACCEPTANCE. The Grantee shall within thirty (30) days after the passage and publication of this ordinance, file with the City Clerk its acceptance of this franchise in writing, signed by its proper officers and attested by its corporate seal.

SECTION 13: PUBLICATION COSTS. The Grantee shall assume the cost of publication of this franchise as such publication is required by law.

SECTION 14: FORFEITURE. Any material violation by the Grantee, its vendee, lessee or successors of the provisions of this ordinance, franchise and grant or any material portions thereof or the failure promptly to perform any of the provisions thereof shall be cause for the forfeiture of this franchise and grant and all rights hereunder should Grantee fail to cure such violation within sixty (60) calendar days of City's providing Grantee written notice, which shall be served upon Grantee by registered mail on its Region Director at 555 South Cole Road, Boise, ID 83709, or if not reasonably capable of being cured within sixty (60) calendar days, within such other reasonable period of time as the parties may agree. This provision shall not prevent the Grantee from submitting such question of forfeiture to proper court determination.

SECTION 15: SEPARABILITY. If any part or parts of this ordinance shall be adjudged by the courts to be unconstitutional or invalid, the same shall not affect the validity of any other part or parts hereof which can be given effect without the part or parts adjudged to be unconstitutional or invalid. If any section of this Franchise conflicts with an order, rule, or regulation of the Idaho Public Commission such section shall be deemed invalid. The City declares that it would have passed the remaining parts of this ordinance if it had been known that such other part or parts thereof would be declared unconstitutional or invalid.

SECTION 16: REPEAL. All ordinances and parts or ordinances of City in conflict herewith shall be, and the same is hereby repealed.

SECTION 17: NOTIFICATIONS. Whenever this Franchise calls for notice to or notification by any party, the same (unless otherwise specially provided) shall be in writing and directed to the recipient at the address set forth in this Section, unless written notice of change of address is provided to the other party. If the date for making any payment or performing any act is a legal holiday, payment may be made, or the act performed on the next succeeding business day, which is not a legal holiday. Notices shall be directed to the parties as follows:

To the City:
City Clerk
City of Garden City
6015 North Glenwood Street
Garden City, Idaho 83714

To IGC:
Region Director
Intermountain Gas Company
555 South Cole Road
Boise, Idaho 83709

SECTION 18: This Ordinance shall be in full force from and after passage, approval, and publication.

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

ATTEST:

APPROVED:

Lisa M. Leiby, City Clerk

William L. Jacobs, Mayor

ACCEPTANCE AND CONSENT

INTERMOUNTAIN GAS COMPANY, as the franchisee and 'Grantee' in the ordinance set forth above, accepts the franchise set forth therein at the time of Grantee's execution, and agrees to abide by the terms and conditions thereof. Specifically (and pursuant to I.C. § 50-329A), IGC consents to the three percent (3%) franchise fee assessed by the City pursuant to this ordinance.

DATED this ____ day of _____, 2026.

By: Eric Martuscelli
Its: VP, Field Operations & Customer
Experience

EXHIBIT A
**STATEMENT OF GARDEN CITY ATTORNEY
AS TO ADEQUACY OF SUMMARY OF ORDINANCE NO. 1066-26**

The undersigned, Charles I. Wadams, in his capacity as City Attorney of the City of Garden City, Idaho, hereby certifies that he is the legal advisor of the City and has reviewed a copy of the attached Summary of Ordinance No. 1066-26 of the City of Garden City, Idaho, and has found the same to be true and complete and provides adequate notice to the public pursuant to Idaho Code § 50-901A(3).

DATED this _____ day of _____, 2026.

Charles I. Wadams

City Attorney

**SUMMARY OF ORDINANCE NO. 1066-26
OF THE CITY OF GARDEN CITY, IDAHO**

PUBLIC NOTICE IS HEREBY GIVEN that the City of Garden City, Idaho, adopted at its regular meeting of _____, _____, 2026, that Ordinance No. 1066-26 entitled:

AN ORDINANCE OF THE CITY OF GARDEN CITY, IDAHO, GRANTING TO INTERMOUNTAIN GAS COMPANY A TWENTY (20) YEAR EXTENSION TO ITS FRANCHISE TO CONSTRUCT, MAINTAIN AND OPERATE A GAS TRANSMISSION AND DISTRIBUTION SYSTEM; PROVIDING FOR THE USE OF STREETS AND ALLEYS, AND RULES GOVERNING THE SAME, SUBJECTING THE GRANTEE TO ALL POWERS OF THE CITY; SETTING FORTH THE RULES OF THE FRANCHISE AND GRANT; PROVIDING FOR THE RIGHT OF INSPECTION BY THE CITY OF GRANTEE'S PLANS, ACCOUNTS, AND BOOKS; REQUIRING GRANTEE TO FURNISH CERTAIN MAPS; SETTING FORTH THE ANNUAL PAYMENT TO THE CITY, AND THE FILING OF ANNUAL REPORTS WITH THE CITY; REQUIRING GRANTEE TO INDEMNIFY CITY, AND FILE EVIDENCE OF INSURANCE; REQUIRING COMPLIANCE WITH SAFETY REGULATIONS; SETTING FORTH AN AGREEMENT NOT TO COMPETE, RESERVING POWER OF EMINENT DOMAIN; PROVIDING FOR SURRENDER OF FRANCHISE; GRANTING RIGHT TO SALVAGE; REQUIRING WRITTEN ACCEPTANCE; PROVIDING FOR CONSENT TO SALE, ASSIGNMENT OR LEASE; PROVIDING FOR PAYMENT OF PUBLICATION COST; SETTING FORTH PENALTIES AND FORFEITURES, SEPARABILITY AND REPEAL; APPROVING A SUMMARY OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

This ordinance grants Intermountain Gas Company a twenty (20) year extension of a franchise to construct, maintain, and operate a gas transmission and distribution system within the City, including the use of City streets and alleys, subject to the rules and conditions set forth in the franchise and grant. As consideration for the franchise and grant, the ordinance requires that, during the franchise period, Intermountain Gas shall pay to the City three percent (3%) of the gross receipts received from all sales of gas by the Intermountain Gas Company within the corporate limits of the City through use, operation, or possession of the franchise and grant. Franchise fees shall be collected by the Intermountain Gas Company from customers within the City by assessing the franchise fee percentage on amounts billed to customers for the sale, transmission, and/or distribution of natural gas within the City.

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

DATED this _____ day of _____, 2026.

ATTEST:

CITY OF GARDEN CITY:

Lisa M. Leiby, City Clerk

William L. Jacobs, Mayor



OFFICE OF THE CITY ATTORNEY

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

TO: Mayor and Council
FROM: Charles I. Wadams, City Attorney
DATE: June 8, 2026
SUBJECT: Memorandum for Proposed Prohibition of High-Speed Electric Motorbikes (Ordinance No. 1268-26)

ACTION REQUIRED: Within the City Council's discretion.
RECOMMENDATION: Approve the High-Speed Electric Motorbike Prohibition Ordinance No. 1268-26 after three readings
FISCAL IMPACT/BUDGET IMPLICATIONS: Unknown.

BACKGROUND: On January 8, 2024, the City Council (CC) passed Resolution 1165-24, approving the Memorandum of Understanding (MOU) between Ada County Sheriff's Office, Boise Police Department, and the Garden City Police Department, along with each agency's legal advisors. The executed MOU allows police officers from all three departments the statutory authority to enforce the law on the Greenbelt, regardless of city or county boundaries in Boise, Garden City, Eagle, Star, and unincorporated Ada County.

The MOU allows for greater protection of Garden City residents, as there is less confusion and more uniformity regarding jurisdiction and policing. This MOU was a product of a law enforcement committee designed to unify policies and procedures regarding the Greenbelt. Ada County, Boise, Eagle, Star, and Garden City agreed to the MOU.

In 2024, police representatives from Ada County, Boise, Garden City, Eagle, and Star were tasked with developing a uniform ordinance for the Greenbelt that Ada County, Boise, Eagle, Garden City and Star would adopt. Based on their recommendations, each jurisdiction passed similar ordinances. Garden City's ordinance was titled number 1042-24. It included the proposed revisions for the Greenbelt Code to be uniform across jurisdictions and updated code surrounding e-scooters. The other involved jurisdictions similarly passed their code amendments. On July 11, 2024, the media was given incorrect information about a potential speed limit on the Greenbelt in Ada County, which was since clarified.

On August 26, 2024, CC decided that it did not want an “administrative process” for people who wish to contest one of these Greenbelt infraction tickets and that it should be written on an Idaho Uniform Citation (unlike parking tickets). Any Greenbelt tickets will be transferred to court without an internal administrative process (unlike BCC § 6-13-25).

The CC agreed that the new GCC § 10-1-3 should apply to all of the city’s public parks and it should cover all “vehicles” and not pedestrians. The CC also agreed that the infraction fine should be increased to \$100 plus court costs. Under the Idaho Code, infractions can now be a fixed amount of up to \$300 plus court costs.

Since Ordinance No. 1042-24 was passed, High-Speed Electric Motorbikes have become a safety concern in the city and countywide. I have met with the police legal advisors in the county to determine if those jurisdictions planned on prohibiting High-Speed Electric Motorbikes. The other jurisdictions in Ada County are working on similar legislation. It is recommended that Ordinance 1268-26 be read three times before CC adopts it. I am now providing the below legal analysis for the City Council’s review.

ANALYSIS: Idaho municipalities have the authority to enact local police, sanitary, and other regulations within their limits, provided such regulations are not in conflict with the general laws of the state or the Idaho Constitution. Idaho Const. Art. XII, § 2, *Caesar v. State*, 101 Idaho 158 (1980), *State v. Freitas*, 157 Idaho 257 (2014), *Hauser Lake Rod & Gun Club, Inc. v. City of Hauser*, 162 Idaho 260 (2017). This authority is derived from Idaho Const. Art. XII, § 2, which grants cities the power to regulate matters of local concern, including traffic and public safety, as long as the regulations are reasonable and not preempted by state law.

The CC will need to decide the following questions:

- (1) Should High-Speed Electric Motorbikes be prohibited?
- (2) If High-Speed Electric Motorbikes should be prohibited, what should be the penalty?

I.

GCC § 5-10 (“Bicycles, E-Bikes, and E-Scooters”)

Garden City Code Title 5, Chapter 10, was a new addition to Garden City Code created by Ordinance No. 1042-24. I am recommending some additional changes to this chapter to prohibit High-Speed Electric Motorbikes on the streets of Garden City including sidewalks, crosswalks, bike lanes, and bike paths.

Ordinances must be used for regulatory measures, especially when there is a penalty for violation. Procedures for adopting ordinances are prescribed by Idaho Code § 50-901 through § 50-906 and must be strictly followed. Failure to follow these requirements can result in an ordinance being struck down by a reviewing court. To effectively regulate the city and increase public safety, Garden City should update its code to reflect a High-Speed Electric Motorbike prohibition on the streets.

MEMORANDUM FOR PROPOSED PROHIBITION OF HIGH-SPEED ELECTRIC MOTORBIKES ORDINANCE NO. 1268-26, P.2

II.

Title 10 (“Public Parks”), Chapter 1 (“Parks and Waterways Rules and Regulations”), Section 3 (“Traffic”)

Additionally, Garden City Code Title 10, Chapter 1, was also amended by Ordinance No. 1042-24. I am recommending some additional changes to this chapter to also prohibit High-Speed Electric Motorbikes in Parks including the Boise River Greenbelt.

Prior to Ordinance No. 1042-24, GCC § 10-1-3A.4 stated:

Ride or drive a motor vehicle, E-bike, or E-scooter at a rate of speed exceeding fifteen (15) miles an hour, except upon such roads designated, by posted signs, for speedier travel.

However, this provision was not uniform with the regulations of the Greenbelt, and was amended pursuant to the MOU to state that no person in any park (including Greenbelt), while operating any vehicle, shall:

Travel at a speed greater than, or in a manner that is not, reasonable and prudent under the conditions and having regard to the actual and potential hazards then existing. Violation of this provision is an infraction. However, if such travel also endangers or is likely to endanger any person or property, then violation is a misdemeanor.

The above code amendment regulates “any vehicle,” including E-bikes, E-scooters, traditional bikes, skateboards, vehicles with one-wheel, etc. Therefore, it makes sense to add the prohibition against High-Speed Electric Motorbikes to this chapter.

Similarly, GCC § 10-1-3 was amended to include language regarding e-bikes and e-scooters to maintain compliance with the Greenbelt regulations and Chapter 10.

The agencies involved agreed in the MOU on a common definition of Greenbelt (from GCC Title 8):

Land within seventy feet (70') of the six thousand five hundred (6,500) cfs flow line of the Boise River which may be owned by the city or over which the city may have a right of possession or use and: (A) which is designated by the city council to be retained in perpetuity for public use for purposes compatible with aesthetic, wildlife, education and recreational values of the Boise River; (B) which will provide for unrestricted, noncommercial access to the river; and (C) which will be developed and used to minimize water pollution, provide continuity of the public parks system, and create a buffer where necessary between conflicting land uses.

The common interpretation will likely be the Greenbelt is the paved path that is within seventy feet of the Boise River. However, some of the municipal codes in Ada County define greenbelt differently in different titles of their code. For the various Greenbelt

ordinances, each agency verified that their definition of “Greenbelt” is similar, which was agreed to by all the involved agencies.

Under the current Garden City Code, there is now regulation of e-bikes and e-scooters. Additionally, cities have the authority to enact a municipal ordinance regulating the use of high-speed electric motorbikes on the Boise River Greenbelt, city parks, and streets within the limitations imposed by Idaho law:

Definition of Electric-Assisted Bicycles

Idaho Code § 49-106. defines “electric-assisted bicycles” as bicycles equipped with fully operable pedals and an electric motor of less than 750 watts, with specific classifications based on speed and motor assistance. Importantly, this statute explicitly excludes vehicles exceeding 750 watts or capable of speeds greater than 20 miles per hour from the definition of electric-assisted bicycles. Therefore, the proposed ordinance's definition of High-Speed Electric Motorbikes aligns with the state’s statutory definition.

Regulation of Bicycles and Electric-Assisted Bicycles

Idaho Code § 49-725 provides that electric-assisted bicycles are subject to the same rights, privileges, and duties as bicycles, and they may generally be ridden where bicycles are permitted unless excluded by local ordinance or signage. This statute explicitly allows local authorities to regulate the use of electric-assisted bicycles in specific areas, such as parks and pathways, provided proper notice is given.

Limitations on Municipal Authority

While municipalities have broad regulatory authority, they are subject to several limitations:

1. **Conflict with General Laws:** Municipal ordinances must not conflict with state law. A conflict arises if the state has fully occupied the field or if the ordinance directly contradicts state law. *Idaho Dairymen’s Ass’n v. Gooding County*, 148 Idaho 653 (2010). Proposed Ordinance 1068-26 does not conflict with Idaho Code § 49-106 or Idaho Code § 49-725, as it aligns with the state’s definition of electric-assisted bicycles and explicitly regulates areas where local control is permitted.
2. **Reasonableness and Non-Arbitrariness:** Ordinances must be reasonable and not arbitrary. Courts have held that municipalities may regulate traffic and public safety as long as the regulations are rationally related to a legitimate governmental interest, such as safety on public pathways and parks. *State v. Freitas*, 157 Idaho 257 (2014).
3. **Jurisdictional Boundaries:** The City of Garden City’s regulatory authority is confined to its municipal boundaries. The ordinance would only apply to areas within the city’s jurisdiction, such as portions of the Boise River Greenbelt and roadways located within Garden City.

4. **Preemption:** If the state has impliedly preempted the regulation of electric-assisted bicycles or motorbikes, the ordinance could be invalid. However, Idaho Code § 49-725 explicitly allows local regulation of electric-assisted bicycles in certain areas, suggesting no preemption in this context.

Because the City has the authority to regulate traffic and related matters within its jurisdiction, this includes the use of High-Speed Electric Motorbikes, pursuant to Idaho Code § 50-314, which grants cities the power to control and limit traffic on streets, avenues, and public places, as well as to regulate encroachments and remove obstructions from sidewalks, curbs, and crosswalks. *Heck v. Comm'rs of Canyon County*, 123 Idaho 826 (1993).

Analysis of “Streets” vs. “Roadways” in Ordinances

The terms “streets” and “roadways” have distinct legal definitions under Idaho law. Idaho Code § 49-109 defines “highway” (synonymous with “street”) as the entire width between the boundary lines of a publicly maintained way, including sidewalks, shoulders, berms, and rights-of-way not intended for motorized traffic. *State v. Neal*, 159 Idaho 439 (2015), *Ahles v. Tabor*, 136 Idaho 393 (2001). In contrast, “roadway” is defined in Idaho Code § 49-119 as the portion of a highway improved, designed, or ordinarily used for vehicular travel, excluding sidewalks, shoulders, berms, and rights-of-way. Idaho Code § 49-120.

Given these definitions, “streets” is a broader term that encompasses sidewalks and adjacent areas, while “roadways” refers specifically to the portion of the street used for vehicular travel. If the city intends to regulate High-Speed Electric Motorbikes on areas beyond the vehicular travel lanes, such as sidewalks and bike lanes, it would be more appropriate to use the term “streets” in the current ordinance.

Inclusion of Sidewalks and Bike Lanes

Under Idaho law, sidewalks are explicitly included within the definition of “streets” but are excluded from the definition of “roadways”. Bike lanes, while not explicitly defined in the statutes provided, would likely fall under the broader definition of “streets” as part of the public way adjacent to the roadway. Therefore, using “streets” in the ordinance would ensure that sidewalks and bike lanes are included within the scope of regulation.

Recommendations for Ordinance Drafting

To ensure that High-Speed Electric Motorbikes are not allowed on sidewalks and bike lanes adjacent to streets, the city should define “streets” in its ordinance to explicitly include these areas. Therefore, the ordinance states:

For the purposes of this code provision, “streets” shall mean the entire width between the boundary lines of every way publicly maintained and open to the public for vehicular travel, including but not limited to roadways, sidewalks, bike lanes, shoulders, berms, and rights-of-way.

This definition aligns with the statutory definition of “streets” under Idaho Code § 49-109 and ensures that the prohibition extends to sidewalks and bike lanes. Additionally, the ordinance explicitly states that High-Speed Electric Motorbikes are prohibited from operating on sidewalks and bike lanes to avoid ambiguity. By using the term “streets” and providing a clear definition, the city can effectively regulate the use of High-Speed Electric Motorbikes in a manner consistent with Idaho law and its police powers.

Additionally, the term “High-Speed Electric Motorbike” is more appropriate and accurate than “High-Speed Electronic Motorbike” for use in a municipal ordinance in Idaho. The legal and technical distinctions between “electric” and “electronic” support this conclusion.

1. Legal Context and Definitions:

Under Idaho law, the term “electric” is consistently used to describe vehicles powered by electricity. For example, Idaho Code § 49-114 defines “electric-assisted bicycle” as a bicycle equipped with an electric motor of less than 750 watts, and it categorizes such vehicles based on their motor’s functionality and speed capabilities. Similarly, Idaho Code § 49-123 defines “neighborhood electric vehicle” (NEV) as a self-propelled, electrically powered, four-wheeled motor vehicle. These statutory definitions emphasize the use of “electric” to describe vehicles powered by electricity, aligning with the technical nature of such propulsion systems.

In contrast, the term “electronic” is not used in Idaho statutes to describe vehicles or their propulsion systems. Instead, “electronic” typically refers to devices or systems involving microchips, transistors, or digital technology, as clarified in *State v. Gillespie*, 155 Idaho 714 (2013), where “electronic” was defined as relating to components like microchips and transistors that control electric currents. This distinction indicates that “electronic” is more appropriate for describing systems or devices that process or control information, rather than for describing propulsion systems.

2. Technical Distinctions:

- **Electric:** Refers to systems or devices powered by electricity, such as motors that convert electrical energy into mechanical energy for propulsion. In the context of motorbikes, “electric” accurately describes the propulsion system that powers the vehicle.
- **Electronic:** Refers to systems or devices that involve the use of electronic components, such as circuits, microprocessors, or digital controls. While an electric motorbike may include electronic components (e.g., for control systems or displays), its primary characteristic is its electric propulsion system.

3. Consistency with Idaho Statutes:

Using “electric” ensures consistency with Idaho's statutory framework, which uses this term to describe vehicles powered by electricity. For example, Idaho Code § 49-123 explicitly excludes “electric personal assistive mobility devices” and “electric-assisted bicycles” from the definition of “motor vehicle,” further demonstrating the state's reliance on “electric” to describe such vehicles.

4. Practical Implications:

Adopting “High-Speed Electric Motorbike” avoids potential confusion. Referring to a motorbike as “electronic” could imply that its primary function involves digital or computational technology, which is not accurate for vehicles primarily powered by electricity. This clarity is essential for drafting enforceable and comprehensible municipal ordinances.

In conclusion, “High-Speed Electric Motorbike” is the more precise and legally appropriate term for use in a municipal ordinance in Idaho, as it aligns with statutory language and accurately reflects the vehicle's propulsion system. The term “electronic” would be misleading in this context, as it pertains to digital or computational systems rather than electric propulsion.

Accordingly, the City of Garden City may enact the proposed ordinance regulating high-speed electric motorbikes exceeding 750 watts or capable of speeds over 20 miles per hour, as such vehicles are not classified as electric-assisted bicycles under Idaho law. The ordinance would be legally permissible because it is confined to the city’s jurisdiction, does not conflict with state law, and is reasonable and non-arbitrary. However, the city will need to provide proper notice of the new law, such as signage, to enforce the regulation effectively.

Amendment to Garden City Code Title 5, Chapter 10 (E-Bikes; Greenbelt and Sidewalk Restrictions). There are two potential ways to prohibit High-Speed Electric Motorbikes. One way is to define them as “motor vehicles” but defining them as motor vehicles is not required. I have provided both options below:

Two Alternative Approaches to Prohibiting High-Speed Electric Motorbikes (Select One):

Garden City Code (“GCC”) Title 5, Chapter 10, could be amended as set forth in either option. The Amendment would be adopted to clarify the treatment of High-Speed Electric Motorbikes and similar devices that exceed the wattage and/or speed characteristics of an “E-Bike” as defined in GCC 5-10-1, and to ensure clear, enforceable restrictions on operation on the streets and sidewalks.

1. **APPROACH A (Classification Approach)**: Exclude High-Speed Electric Motorbikes from “E-Bike” and treat as “Motor Vehicles” for purposes of this title.

*Adopt this Section 1 and delete Section 2 if the City desires to **expressly classify the excluded devices as “motor vehicles”** under this Title for local regulatory purposes.*

2.1 **Amend GCC 5-10-1 (Definitions) by adding the following defined terms and exclusions (alphabetize as appropriate):**

- 2.1.1 **“E-Bike” (Clarifying Exclusion).** Notwithstanding any other provision of GCC 5-10-1, the term “E-Bike” shall not include, and expressly excludes, any High-Speed Electric Motorbike (as defined below), whether or not such device has operable pedals, is marketed as an “e-bike,” or is capable of being operated in a low-power mode.
- 2.1.2. **“High-Speed Electric Motorbike.” “High-Speed Electric Motorbike” means any two-wheeled or three-wheeled device that is propelled in whole or in part by an electric motor and that: (a) has an electric motor output of more than seven hundred fifty (750) watts; or (b) is capable of speeds exceeding twenty (20) miles per hour on level ground when powered by the electric motor (whether alone or in combination with human power), as designed, manufactured, modified, or operated.**
- 2.1.3. **“Motor Vehicle” (Title 5, Chapter 10 Local Definition for Use Under This Title Only).** For purposes of GCC Title 5, Chapter 10 only, and solely for regulating access to and operation upon the Boise River Greenbelt and sidewalks, “Motor Vehicle” includes any High-Speed Electric Motorbike. This local inclusion applies regardless of whether the device is treated as a “motor vehicle” under Idaho law for registration, titling, insurance, or impaired-driving enforcement purposes.

2.2 **Amend code by adding the following subsections (renumber existing subsections as necessary):**

- 2.2.1. **Prohibited Operation-High-Speed Electric Motorbikes.** No person shall operate, ride, drive, propel, or otherwise use any High-Speed Electric Motorbike upon the streets or the Boise River Greenbelt.
- 2.2.2. **Prohibited Operation-Motor Vehicles (As Locally Defined).** No person shall operate any Motor Vehicle (as defined in GCC 5-10-1 for purposes of this Title) upon the Boise River Greenbelt or any sidewalk, except as expressly authorized by the GCC for emergency response, maintenance, or other City-authorized purposes.
- 2.2.3. **No Circumvention by Labeling or Mode Selection.** A device that meets the definition of High-Speed Electric Motorbike shall remain prohibited under this Section regardless of: (a) any manufacturer label, marketing description, or user-selected setting; (b) the presence or absence of pedals; (c) whether the operator asserts the device is being operated below twenty (20) miles per hour at a given moment; or (d) whether the device is temporarily configured to reduce power output.

2. APPROACH B (Access-Control Approach): Exclude High-Speed Electric Motorbikes from “E-Bike” and Prohibit Them on the Greenbelt/Sidewalks Without Calling Them “Motor Vehicles.”

Adopt this Section 2 and delete Section 1 if the City prefers to avoid potential definitional conflict with Idaho statutory terms and instead regulate by access/use restrictions tied to the GCC “E-Bike” definition.

2.1. Amend GCC 5-10-1 (Definitions) by adding the following defined term and exclusion (alphabetize as appropriate):

2.1.1. **“E-Bike” (Clarifying Exclusion).** Notwithstanding any other provision of GCC 5-10-1, the term “E-Bike” shall not include, and expressly excludes, any High-Speed Electric Motorbike (as defined below), whether or not such device has operable pedals, is marketed as an “e-bike,” or is capable of being operated in a low-power mode.

2.1.2. **“High-Speed Electric Motorbike.”** “High-Speed Electric Motorbike” means any two-wheeled or three-wheeled device that is propelled in whole or in part by an electric motor and that: (a) has an electric motor output of more than seven hundred fifty (750) watts; or (b) is capable of speeds exceeding twenty (20) miles per hour on level ground when powered by the electric motor (whether alone or in combination with human power), as designed, manufactured, modified, or operated.

2.2. Amend code by adding the following subsections (renumber existing subsections as necessary):

2.2.1. **Authorized Devices Only.** Only devices meeting the definition of “E-Bike” in GCC 5-10-1 (and any other devices expressly authorized by GCC Title 5, Chapter 10) may be operated upon the Boise River Greenbelt and sidewalks, subject to all other applicable restrictions in the GCC.

2.2.2. **Prohibited Devices-High-Speed Electric Motorbikes.** No person shall operate, ride, drive, propel, or otherwise use any High-Speed Electric Motorbike upon: (a) the Boise River Greenbelt; or (b) any sidewalk within Garden City.

2.2.3. **No Circumvention by Labeling or Mode Selection.** A device that meets the definition of High-Speed Electric Motorbike shall remain prohibited under this Section regardless of: (a) any manufacturer label, marketing description, or user-selected setting; (b) the presence or absence of pedals; (c) whether the operator asserts the device is being operated below twenty (20) miles per hour at a given moment; or (d) whether the device is temporarily configured to reduce power output.

Moreover, the definitions provided in the draft ordinance align with the statutory definitions in Idaho law, but there are distinctions and limitations that must be carefully considered.

MEMORANDUM FOR PROPOSED PROHIBITION OF HIGH-SPEED ELECTRIC MOTORBIKES ORDINANCE NO. 1268-26, P.9

1. **Electric Personal Assistive Mobility Device (EPAMD):** Under Idaho Code § 49-106(2), an EPAMD is defined as a self-balancing, two-wheeled device designed to transport one person, with an electric propulsion system that limits the maximum speed to 15 miles per hour or less. This definition does not include devices with tandem wheels or those designed to be operated by human power with electric assistance, as described in the question.
2. **Electric-Assisted Bicycle (E-Bike):** Idaho Code § 49-106(1) defines an electric-assisted bicycle as a bicycle equipped with fully operable pedals and an electric motor of less than 750 watts. It further categorizes E-Bikes into three classes based on their speed and operational characteristics:
 - Class 1 and Class 2 E-Bikes are limited to speeds of 20 miles per hour.
 - Class 3 E-Bikes can reach speeds of up to 28 miles per hour but only provide assistance while pedaling. Idaho Code § 49-106. Additionally, Idaho Code § 49-725 states that E-Bikes are subject to the same rights, privileges, and duties as bicycles, unless excluded by local ordinance or signage. Idaho Code § 49-726 clarifies that E-Bikes are not subject to titling, registration, or licensing requirements, and they are not considered motor vehicles except as required by federal law.
3. **High-Speed Electric Motorbikes:** The proposed definition describes High-Speed Electric Motorbikes as exceeding 750 watts or capable of speeds over 20 miles per hour as not being classified as E-Bikes. This interpretation is consistent with Idaho Code § 49-106(1), which limits the definition of E-Bikes to those with motors under 750 watts and speeds not exceeding 20 or 28 miles per hour, depending on the class. Such high-speed motorbikes would not qualify as E-Bikes and may be subject to different regulations, including potential classification as motor vehicles under Idaho Code § 49-123(2)(h).
4. **Prohibition on the Boise River Greenbelt and City Parks:** The prohibition of high-speed electric motorbikes on the Boise River Greenbelt and in city parks aligns with the statutory framework, as local jurisdictions have the authority to regulate the use of bicycles and E-Bikes through ordinances or posted signage, as noted in Idaho Code § 49-725.

In conclusion, the definitions and classifications provided in the proposed ordinance are consistent with Idaho law, particularly regarding the distinctions between EPAMDs, E-Bikes, and high-speed electric motorbikes.

The statutory definitions of "Electric Personal Assistive Mobility Device" (EPAMD) and "Electric-Assisted Bicycle" (E-Bike) in Idaho law provide guidance on whether "or" or "and/or" should be used in defining "High-Speed Electric Motorbikes." Based on the principles of statutory interpretation and the relevant statutory language, the use of "or" is appropriate when defining high-speed electric motorbikes as exceeding 750 watts or capable of speeds over 20 miles per hour.

Legal Reasoning:

1. **Statutory Definitions of E-Bikes:** Idaho Code § 49-106. defines an "Electric-Assisted Bicycle" as a bicycle equipped with fully operable pedals and an electric motor of less than 750 watts, which meets one of three classifications based on speed and motor assistance. For example, a "Class 1" E-Bike provides motor assistance only while pedaling and ceases assistance at 20 miles per hour, while a "Class 3" E-Bike ceases assistance at 28 miles per hour. This definition establishes clear thresholds for wattage and speed, and any vehicle exceeding these thresholds would not qualify as an E-Bike.
2. **Use of "Or" in Statutory Language:** The Idaho courts have consistently interpreted the word "or" in its normal disjunctive sense, indicating alternatives between different conditions or criteria. For instance, in *State v. Rivera*, 131 Idaho 8 (1998), the court emphasized that "or" should be given its disjunctive meaning unless doing so would result in absurdity or an unreasonable outcome. Similarly, in *Filer Mut. Tel. Co. v. Idaho State Tax Comm'n*, 76 Idaho 256 (1955), the Idaho Supreme Court reiterated that "or" is used to indicate alternatives and should be interpreted as such unless it conflicts with the statute's purpose.
3. **Applicability to High-Speed Electric Motorbikes:** Applying these principles, the definition of high-speed electric motorbikes should use "or" to indicate that exceeding either the wattage threshold (750 watts) or the speed threshold (20 miles per hour) disqualifies a vehicle from being classified as an E-Bike. This interpretation aligns with the statutory framework, which sets independent criteria for wattage and speed. Using "or" ensures that vehicles exceeding either threshold are excluded, consistent with the legislative intent to distinguish E-Bikes from other motorized vehicles.
4. **Avoiding Ambiguity with "And/Or":** The use of "and/or" is generally disfavored in legal drafting due to its potential to create ambiguity. Idaho courts have emphasized the importance of clear and precise statutory language. Using "or" avoids the ambiguity that "and/or" might introduce and provides a straightforward interpretation of the criteria.
5. **Consistency with Legislative Intent:** The legislative intent behind defining E-Bikes and related vehicles appears to focus on safety and regulatory clarity. By using "or," the statute ensures that any vehicle exceeding either the wattage or speed limits is subject to different regulatory treatment, reflecting the legislature's intent to distinguish between low-power, low-speed E-Bikes and higher-powered, faster vehicles.

SHOULD THE CODE ALLOW FOR IMPOUNDMENT OF HIGH-SPEED ELECTRIC MOTORBIKES?

If CC wants to adopt an option for the police to impound a High-Speed Electric Motorbike, such a provision should look similar to the following:

MEMORANDUM FOR PROPOSED PROHIBITION OF HIGH-SPEED ELECTRIC MOTORBIKES ORDINANCE NO. 1268-26, P.11

1. **Authority to Impound.** Any High-Speed Electric Motorbike found to be operated, parked, or used in violation of any provision of this chapter may be impounded by the Garden City Police Department or any authorized law enforcement officer acting within the City of Garden City.
2. **Grounds for Impoundment.** A High-Speed Electric Motorbike may be impounded upon any of the following grounds:
 - a. Operation of a High-Speed Electric Motorbike within any crosswalk in violation of Section 2 of this ordinance;
 - b. Operation of a High-Speed Electric Motorbike upon the Boise River Greenbelt in violation of Section 3 of this ordinance;
 - c. Operation of a High-Speed Electric Motorbike in violation of any other provision of this chapter or applicable Garden City Municipal Code provision; or
 - d. Repeated violations of this chapter by the same operator or involving the same High-Speed Electric Motorbike.
3. **Impoundment Procedure.**
 - a. **Notice to Owner.** Within [NUMBER] business days of impoundment, the Police Department shall provide written notice to the registered owner of the impounded High-Speed Electric Motorbike, if the owner can be identified with reasonable diligence. Notice shall be sent by first-class mail to the owner's last known address and shall include:
 - i. A description of the impounded High-Speed Electric Motorbike, including make, model, color, and any identifying serial numbers or markings;
 - ii. The date, time, and location of the impoundment;
 - iii. The specific violation(s) that led to the impoundment;
 - iv. The location where the High-Speed Electric Motorbike is being stored;
 - v. The amount of impoundment fees, storage fees, and towing charges that have accrued and the daily storage rate;
 - vi. A statement that the owner may request a post-impoundment hearing to contest the impoundment;

- vii. Instructions for requesting a hearing, including the deadline for filing a request (not less than [NUMBER] days from the date of the notice); and
 - viii. A statement that failure to claim the High-Speed Electric Motorbike within [NUMBER] days of the notice, or failure to request a hearing within the time specified, may result in the High-Speed Electric Motorbike being deemed abandoned and subject to disposal in accordance with Idaho Code § 49-1701 et seq. and City procedures for abandoned property.
- b. **Immediate Posting.** If the owner cannot be identified or located with reasonable diligence, or in addition to mailed notice, a notice of impoundment shall be conspicuously posted at the location where the High-Speed Electric Motorbike was impounded, if practicable, or at the Police Department.

4. **Post-Impoundment Hearing.**

- a. **Right to Hearing.** The owner of an impounded High-Speed Electric Motorbike or any person claiming a lawful interest in the impounded High-Speed Electric Motorbike may request a post-impoundment hearing by filing a written request with the [City Clerk/Police Department/Hearing Officer] within [NUMBER] days of the date of the impoundment notice.
- b. **Scheduling.** Upon receipt of a timely hearing request, the City shall schedule a hearing before a [hearing officer/municipal judge/designated official] within [NUMBER] days of the request. The requesting party shall be provided with written notice of the hearing date, time, and location at least [NUMBER] days prior to the hearing.
- c. **Burden of Proof.** At the hearing, the City shall have the burden of establishing by a preponderance of the evidence that:
 - i. The High-Speed Electric Motorbike was operated, parked, or used in violation of this chapter; and
 - ii. The impoundment was conducted in accordance with the procedures set forth in this section.
- d. **Hearing Procedure.** The hearing shall be informal. The [hearing officer/municipal judge] may consider any relevant evidence, including testimony, photographs, video recordings, police reports, and documentary evidence. The owner or claimant shall have the right to present evidence, call witnesses, and cross-examine witnesses presented by the City.
- e. **Decision.** Within [NUMBER] business days of the hearing, the [hearing officer/municipal judge] shall issue a written decision that includes:

- i. Findings of fact;
 - ii. Conclusions as to whether the impoundment was justified under this section; and
 - iii. An order either upholding the impoundment or directing the immediate release of the High-Speed Electric Motorbike.
- f. **Effect of Decision.** If the impoundment is upheld, all accrued impoundment, storage, and towing fees shall remain the responsibility of the owner. If the impoundment is not upheld, the High-Speed Electric Motorbike shall be released immediately without charge to the owner.

5. Impoundment Fees and Costs.

- a. **Owner Responsibility.** All costs associated with the impoundment, towing, and storage of a High-Speed Electric Motorbike impounded pursuant to this section shall be borne solely by the owner of the High-Speed Electric Motorbike. The City shall not be responsible for any costs, damages, or expenses related to the impoundment.
 - b. **Fee Schedule.** The following fees and costs shall apply to impoundments under this section:
 - i. Towing fee: \$[AMOUNT] or the actual cost charged by the towing contractor, whichever is applicable;
 - ii. Impoundment administrative fee: \$[AMOUNT];
 - iii. Daily storage fee: \$[AMOUNT] per day or partial day, beginning [NUMBER] hours after impoundment; and
 - iv. Any additional costs reasonably incurred by the City in connection with the impoundment, including but not limited to costs of notice, hearing administration, and disposal of abandoned property.
 - c. **Payment Required for Release.** No impounded High-Speed Electric Motorbike shall be released to the owner or claimant until all applicable fees, costs, and any outstanding fines for violations of this chapter have been paid in full, except as provided in subsection 4(f) above.
6. **Lien on Impounded High-Speed Electric Motorbike.** The City of Garden City shall have a lien on any impounded High-Speed Electric Motorbike for all unpaid impoundment fees, storage fees, towing charges, and related costs. The lien shall attach as of the date of impoundment and may be enforced in accordance with Idaho Code § 45-805 and applicable City procedures.

7. **Abandoned Property; Disposal.** If an impounded High-Speed Electric Motorbike is not claimed within [NUMBER] days of the notice of impoundment, and no hearing has been timely requested, or if the owner fails to pay all required fees and costs within [NUMBER] days of a final decision upholding the impoundment, the High-Speed Electric Motorbike shall be deemed abandoned. Abandoned High-Speed Electric Motorbikes may be disposed of by the City in accordance with Idaho Code § 49-1701 et seq. and City procedures governing abandoned or unclaimed property, including sale at public auction or other lawful disposition.
8. **No Waiver of Penalties.** Impoundment of a High-Speed Electric Motorbike under this section shall not preclude or limit the City's authority to impose criminal or civil penalties for violations of this chapter, nor shall payment of impoundment fees and costs satisfy or reduce any fines imposed for such violations.

SHOULD THE CODE ALLOW FOR JUVENILE VIOLATIONS AND PARENTAL LIABILITY

If CC wants to adopt an option for juveniles to be prosecuted in adult court, or to hold the parents accountable for High-Speed Electric Motorbike violations, such provisions should look similar to the following:

1. Jurisdiction Over Juveniles for Traffic Offenses.

The Idaho Juvenile Corrections Act (JCA) generally grants exclusive, original jurisdiction to juvenile courts over juveniles who commit acts that would constitute crimes if committed by adults. Idaho Code § 20-505, *State v. Garcia*, 159 Idaho 6 (2015), *State v. Cota-Medina*, 163 Idaho 593 (2018). However, there are specific exceptions where juvenile jurisdiction does not apply. Idaho Code § 20-505 explicitly excludes juvenile jurisdiction over traffic violations, except in cases where the juvenile is under the age of 18 and the court exercises discretion to treat the juvenile under the provisions of the JCA .

The Idaho Supreme Court has clarified that “traffic violations” typically refer to misdemeanor or infraction-level offenses under Title 49 of the Idaho Code, which governs motor vehicles and their operation. Therefore, if the offense is a misdemeanor or infraction, the juvenile may be prosecuted in adult court under Title 49. *Zamora v. State*, 123 Idaho 192 (1992), *State v. Foldesi*, 131 Idaho 778 (1998).

2. Applicability to High-Speed Electric Motorbikes

Under Idaho Code § 49-114, a "motorbike" is defined as a vehicle that may be approved for motorcycle registration if it complies with federal motor vehicle safety standards. A "moped," which is distinct from a motorbike, is limited to speeds of 30 miles per hour and does not require a motorcycle endorsement for operation. Idaho Code § 49-114. If the High-Speed Electric Motorbike exceeds the speed or other limitations of a moped, it may be classified as a motorbike or motorcycle, subjecting its operation to the requirements of Title 49, including licensing and

traffic laws. Idaho Code § 49-114, Idaho Code § 49-301. Violations of these provisions could result in prosecution in adult court under Title 49.

3. Requirement for Parental or Guardian Appearance

Idaho law requires that a parent, guardian, or custodian appear with the juvenile in court for proceedings under the JCA. Idaho Code § 20-512 mandates that, upon the filing of a petition, the court issue a summons requiring the person with custody or control of the juvenile to appear personally and bring the juvenile to court. Similarly, Idaho Juvenile Rule 3(b) requires the issuance of a summons to the parent, guardian, or custodian to appear at the admit/deny hearing unless the juvenile has reached the age of 18. However, if the juvenile is prosecuted in adult court, the requirement for parental or guardian appearance would depend on the specific procedures of the adult court. Parental or guardian appearances are generally required.

Juveniles alleged to have committed traffic offenses involving High-Speed Electric Motorbikes may be prosecuted in adult court if the offense is classified as a misdemeanor or infraction. Additionally, a parent or guardian is generally required to appear with the juvenile in court for proceedings.

PARENTAL AND GUARDIAN LIABILITY WOULD LOOK SOMETHING LIKE THE BELOW:

- a. **Unlawful Provision of High-Speed Electric Motorbike to Juvenile.** It shall be unlawful for any parent, legal guardian, or person standing in loco parentis to knowingly provide, permit, or allow a person under the age of eighteen (18) years under their care, custody, or control to operate a High-Speed Electric Motorbike in violation of this chapter.
- b. **Prohibited Conduct.** Prohibited conduct under this subsection includes, but is not limited to:
 - i. Purchasing, renting, or otherwise providing a High-Speed Electric Motorbike to a juvenile with knowledge or reasonable grounds to know that the juvenile intends to operate the High-Speed Electric Motorbike in violation of this chapter;
 - ii. Permitting a juvenile to use a High-Speed Electric Motorbike owned or controlled by the parent or guardian with knowledge or reasonable grounds to know that the juvenile intends to operate the High-Speed Electric Motorbike in violation of this chapter;
 - iii. Failing to exercise reasonable care to prevent a juvenile under the parent's or guardian's care, custody, or control from operating a High-Speed Electric Motorbike in violation of this chapter, when the parent or guardian has knowledge of the juvenile's intent or past violations; or

- iv. Actively facilitating, encouraging, assisting, or enabling a juvenile's violation of this chapter through the provision of a High-Speed Electric Motorbike or transportation of the juvenile and the High-Speed Electric Motorbike to a location where the parent or guardian knows or has reasonable grounds to know the juvenile will operate the High-Speed Electric Motorbike in violation of this chapter.
 - c. **Accomplice Liability; Aiding and Abetting.** A parent, legal guardian, or person standing in loco parentis who engages in conduct described in subsection 2(b) may be charged as an accomplice to the juvenile's violation of this chapter under principles of accomplice liability and aiding and abetting as recognized under Idaho Code § 18-204 (liability of principals) and § 19-1430 (liability as accessory), or under any other applicable provision of Idaho law governing accomplice liability, aiding and abetting, or contributing to the delinquency of a minor.
 - d. **Contributing to the Delinquency of a Minor.** In addition to any other penalties provided in this chapter, a parent, legal guardian, or person standing in loco parentis who violates subsection 2(a) or 2(b) may be charged with contributing to the delinquency of a minor under Idaho Code § 32-1401 et seq. if the conduct satisfies the elements of that offense.
 - e. **Independent Offense.** A violation of subsection 2(a) shall constitute an independent offense under this chapter, separate and distinct from any violation committed by the juvenile. A parent or guardian may be charged and convicted under this subsection regardless of whether the juvenile is charged, prosecuted, or convicted for the underlying violation.
4. **Penalties for Parental Violations.** Any parent, legal guardian, or person standing in loco parentis who violates Section 7(2) of this ordinance shall be guilty of a misdemeanor and subject to:
- a. A fine not to exceed \$[AMOUNT] for a first violation;
 - b. A fine not to exceed \$[AMOUNT] for a second violation within [NUMBER] months of the first violation; and
 - c. A fine not to exceed \$[AMOUNT] and/or imprisonment in the county jail for a period not to exceed [NUMBER] days for a third or subsequent violation within [NUMBER] months of the first violation.
5. **Affirmative Defenses.** It shall be an affirmative defense to a charge under Section 7(2) that:
- a. The parent or guardian had no knowledge and no reasonable grounds to know that the juvenile intended to operate or was operating the High-Speed Electric Motorbike in violation of this chapter;

- b. The parent or guardian took all reasonable steps to prevent the juvenile from operating the High-Speed Electric Motorbike in violation of this chapter, including but not limited to expressly forbidding such use, restricting access to the High-Speed Electric Motorbike, or reporting the juvenile's conduct to law enforcement; or
 - c. The High-Speed Electric Motorbike was taken or used by the juvenile without the knowledge or consent of the parent or guardian.
6. **Civil Liability Not Affected.** Nothing in this section shall be construed to limit or affect any civil liability that may arise under Idaho Code § 6-210 (parental liability for acts of minor child) or other applicable provisions of Idaho law for property damage or personal injury caused by a juvenile's operation of a High-Speed Electric Motorbike in violation of this chapter.

DRAFTING NOTES

Impoundment of High-Speed Electric Motorbikes

1. Constitutional and Procedural Safeguards: This impoundment provision is drafted to comply with procedural due process requirements under the Fourteenth Amendment to the U.S. Constitution and Article I, § 13 of the Idaho Constitution. The provision includes:

- Prompt written notice to the owner describing the impoundment and the violation;
- A meaningful post-impoundment hearing before a neutral decision-maker;
- An opportunity for the owner to present evidence and contest the impoundment;
- A burden of proof on the City to establish the violation and procedural compliance; and
- A written decision with findings of fact and conclusions.

2. Timing and Notice Requirements: The specific timeframes (marked with [NUMBER] placeholders) should be determined by the City in consultation with the City Attorney. Recommended timeframes, based on best practices and constitutional minima, are:

- Notice to owner: within 2–5 business days of impoundment
- Hearing request deadline: 10–15 days from notice date
- Hearing scheduling: within 10–20 days of hearing request
- Advance notice of hearing: at least 5–7 days
- Decision issuance: within 5–10 business days of hearing

- Claim deadline before property deemed abandoned: 30–60 days from notice

These timeframes balance the owner's due process rights with the City's interest in efficient administration and timely resolution.

3. Fee Amounts: Fee placeholders (\$[AMOUNT]) should be filled in to reflect:

- Actual towing costs charged by the City's towing contractor(s);
- Reasonable administrative costs incurred by the City for processing impoundments;
- Reasonable daily storage rates consistent with market rates for similar property storage; and
- Any maximum fee limits imposed by Idaho statute or City policy.

Fees must be reasonably related to the City's actual costs and should not be excessive or punitive. See *Timbs v. Indiana*, 586 U.S. 146 (2019) (Excessive Fines Clause applies to states and municipalities).

4. Abandoned Property Procedures: The provision references Idaho Code § 49-1701 et seq., which governs the disposition of abandoned vehicles and similar property. The City should ensure that its procedures for disposal of abandoned High-Speed Electric Motorbikes comply with:

- Idaho Code § 49-1701 et seq. (abandoned vehicle procedures);
- Idaho Code § 45-805 (enforcement of liens); and
- Any applicable City ordinances or policies governing public auction or disposal of unclaimed property.

5. Integration with State Law: Idaho Code § 49-1701 et seq. provides a comprehensive statutory framework for impoundment and disposal of abandoned vehicles. While High-Speed Electric Motorbikes may not fall within the statutory definition of "vehicle" under Idaho Code § 49-123 (depending on whether they are required to be registered), the City may adopt similar procedures by ordinance for property subject to municipal regulation.

6. Lien Enforcement: The lien provision in subsection 6 allows the City to secure payment of impoundment costs. Idaho Code § 45-805 provides a general statutory framework for enforcement of liens. The City should consult with the City Attorney to ensure that lien procedures comply with applicable Idaho statutes and case law.

7. Towing and Storage Contracts: The City should ensure that any contracts with towing companies or storage facilities include appropriate provisions for:

- Secure storage of impounded property;

- Reasonable rates consistent with the fee schedule;
- Timely notice to the City when property is impounded;
- Cooperation with the City's hearing process; and
- Compliance with all applicable laws and City policies.

8. Record-Keeping: The Police Department should maintain detailed records of all impoundments, including:

- Date, time, and location of impoundment;
- Identity of the officer conducting the impoundment;
- Description of the impounded High-Speed Electric Motorbike;
- Specific violation(s) cited;
- Owner identification and notice information;
- Hearing requests, hearing dates, and hearing outcomes;
- Payment of fees and release of property; and
- Disposition of abandoned property.

These records are essential for accountability, transparency, and defense of any legal challenges to the City's impoundment practices.

Prosecutorial Discretion: The City Attorney and prosecuting attorney retain full discretion to determine:

- Whether to charge a parent or guardian under subsection 2(a) (independent municipal offense), Idaho Code § 18-204 (accomplice liability), Idaho Code § 32-1401 (contributing to delinquency), or a combination;
- Whether to seek jail time or only monetary penalties;
- Whether to offer diversion, plea agreements, or other resolutions; and
- Whether to coordinate with juvenile authorities if the juvenile's conduct is also being prosecuted.

Policy Considerations:

- **Deterrence:** Parental liability provisions are intended to deter parents from facilitating juvenile violations and to encourage parental supervision.

- **Fairness:** Affirmative defenses ensure that liability attaches only to culpable conduct, not mere status as a parent.
- **Proportionality:** Escalating penalties allow for measured responses tailored to the severity and frequency of violations.
- **Clarity:** The provision specifies prohibited conduct with sufficient detail to provide fair notice to parents and guardians.

Recommended City Actions:

- **Public Education:** The City should conduct public outreach and education campaigns to inform parents and juveniles about the High-Speed Electric Motorbike restrictions and the potential for parental liability.
- **Warning Period:** The City may wish to implement an initial warning period (e.g., 60–90 days) during which first-time violators receive warnings rather than citations, allowing the community to adjust to the new regulations.
- **Coordination with Schools:** The City should consider coordinating with local schools to distribute educational materials about the ordinance and its requirements.
- **Training for Officers:** Law enforcement officers should receive training on the ordinance provisions, including the elements of parental liability offenses and the availability of affirmative defenses.

CONCLUSION: The definition of "High-Speed Electric Motorbikes" should use "or" when stating that such vehicles are not classified as E-Bikes. This approach is consistent with Idaho's statutory definitions, the plain meaning of "or," and principles of statutory interpretation that prioritize clarity and legislative intent. Vehicles exceeding 750 watts *or* capable of speeds over 20 miles per hour should be excluded from the E-Bike classification to maintain consistency with the statutory framework and avoid ambiguity. I recommend that after the CC decides the answers the above questions, this ordinance should be read three times after which it should be adopted and published.

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

AN ORDINANCE OF THE CITY OF GARDEN CITY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING GARDEN CITY CODE TITLE 5 ("TRAFFIC"), CHAPTER 10 ("BICYCLES, E-BIKES, AND E-SCOOTERS"), SECTION 1 ("DEFINITIONS"), SECTION 2 ("CERTAIN TRAFFIC LAWS APPLYING TO PERSONS RIDING BICYCLES, E-BIKES, AND E-SCOOTERS"), SECTION 6 ("RIDING ON ROADWAYS"), SECTION 7 ("USING PROVIDED BIKE LANES AND BIKE PATHS"), SECTION 8 ("RIDING UPON SIDEWALKS AND UPON AND WITHIN CROSSWALKS"), SECTION 13 ("BICYCLE, E-BIKE, OR E-SCOOTER PARKING"), SECTION 15 ("UNLAWFUL USE OF THE BOISE RIVER GREENBELT, AND CITY PARKS AND STREETS, INCLUDING BIKE LANES AND BIKE PATHS"), SECTION 16 ("RECKLESS OR INATTENTIVE OPERATION"), SECTION 17 ("DEFACING PUBLIC OR PRIVATE PROPERTY"), SECTION 21 ("PENALTIES"), SECTION 26 ("REMOVAL OF ABANDONED AND OBSTRUCTIVE BICYCLES, E-BIKES, E-SCOOTERS, OR ANY PART THEREOF FROM PUBLIC PLACES"); AND AMENDING TITLE 10 ("PUBLIC PARKS"), CHAPTER 1 ("PARKS AND WATERWAYS RULES AND REGULATIONS"), **SECTION 1 ("DEFINITIONS")**, SECTION 3 ("TRAFFIC"), BY AMENDING THE LANGUAGE TO INCLUDE PROVISIONS FOR HIGH-SPEED ELECTRIC MOTORBIKES; AMENDING LANGUAGE TO CLARIFY PROHIBITED ACTS AND PENALTIES; PROVIDING SEVERABILITY; REPEALING CONFLICTING CITY CODE PROVISIONS; APPROVING A SUMMARY OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That Title 5 ("Traffic"), Chapter 10 ("Bicycles, E-Bikes, and E-Scooters") Garden City Code be, and the same is hereby amended, to read as follows:

5-10-1: **DEFINITIONS:**

For the purposes of this chapter, the following terms, phrases, words, and derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. Words used throughout this chapter, but not defined herein, shall have their plain, ordinary, and common meaning.

ABANDONMENT:	A bicycle, E-bike, E-scooter, or any part thereof, that is left or remains unattended or unused in a public place for twenty-four (24) consecutive hours or longer.
BICYCLE:	Every vehicle having two (2) tandem wheels, or two (2) parallel wheels and one forward wheel, any two (2) of which are not less than twelve inches (12") in diameter, propelled exclusively by human power upon which any person may ride, except scooters and similar devices.

BIKE LANE:		A portion of a roadway designated for preferential or exclusive use by bicycles, E-bikes, or E-scooters that is distinguished from that portion of the roadway to be used by motor vehicles by a painted stripe and other pavement markings.
BIKE PATH:		A completely separate right-of-way designated primarily for use by bicycles, E-bikes, E-scooters, or pedestrians, including but not limited to the Greenbelt. Conflicts with pedestrians are kept to a minimum while cross- flows by motor vehicles are discouraged. The term bike path includes both the paved surface and minimum of two feet (2') on either side.
BIKE PATH APPROACH:		That area where a transition is made between a roadway, parking lot, sidewalk or other facility and a bike path. This area is generally identified by wooden bollards, pavement markings and a parking prohibition.
BIKE/PEDESTRIAN CURB RAMP:		A break in a curb designated to facilitate movement by the operator of a bicycle, E-bike, or E-scooter, pedestrian or person with a disability from a street or parking lot to a sidewalk or bicycle facility.
BIKE ROUTE:		Any roadway specifically signed for shared use by bicycles, E-bikes, or E-scooters, and motor vehicles.
GREENBELT, BOISE RIVER:		"Greenbelt" shall be defined as any and all land within seventy feet (70') of the six thousand five hundred (6,500) cfs flow line of the Boise River which may be owned by the city or over which the city may have a right of possession or use and: (A) which is designated by the city council to be retained in perpetuity for public use for purposes compatible with aesthetic, wildlife, education and recreational values of the Boise River; (B) which will provide for unrestricted, noncommercial access to the river; and (C) which will be developed and used to minimize water pollution, provide continuity of the public parks system, and create a buffer where necessary between conflicting land uses
ELECTRIC ASSISTED BICYCLE (E-BIKE):		Is an Electronic Personal Mobility Device that is a vehicle having two (2) tandem wheels or two (2) parallel wheels and one forward wheel, any two (2) of which are not less than twelve inches (12") in diameter, that is designed to be operated by human power with the assistance of an electric motor that has a power output of not more than seven hundred fifty (750) watts that: a) is incapable of propelling the vehicle at a speed of more than twenty (20) miles per hour; and b) disengages or ceases to function when the vehicle's brakes are applied. An E-bike is not a motor vehicle for purposes of this chapter. <u>High-Speed</u>

ELECTRIC ASSISTED
SCOOTER (E-SCOOTER):

Electric Motorbikes exceeding seven hundred fifty (750) watts or are capable of propelling the vehicle at a speed of more than twenty (20) miles per hour are not Electric Assisted Bicycles (E-Bikes) as defined herein and are therefore prohibited on the Boise River Greenbelt, and City parks and roadways.

A two (2) wheeled device that has handlebars, has a floorboard that is designed to be stood upon when riding, and is powered by an electric motor that has a power output of not more than three hundred (300) watts that: a) is incapable of propelling the device at a speed of more than fifteen (15) miles per hour; and b) disengages or ceases to function when the device's brakes are applied. An E-scooter is not a motor vehicle for purposes of this chapter.

ELECTRONIC PERSONAL
ASSISTIVE MOBILITY
DEVICE

A self-balancing two (2) non-tandem wheeled device designed to transport only one (1) person, with an electric propulsion system that limits the maximum speed of the device to fifteen (15) miles per hour or less.

HIGH-SPEED ELECTRIC
MOTORBIKE

Any two-wheeled or three-wheeled device that is propelled in whole or in part by an electric motor and that: (a) has an electric motor output of more than seven hundred fifty (750) watts; or (b) is capable of speeds exceeding twenty (20) miles per hour on level ground when powered by the electric motor (whether alone or in combination with human power), as designed, manufactured, modified, or operated. High-Speed Electric Motorbikes are prohibited on the Boise River Greenbelt and in all City parks and streets. A device that meets the definition of High-Speed Electric Motorbike shall remain prohibited as stated herein regardless of: (a) any manufacturer label, marketing description, or user-selected setting; (b) the presence or absence of pedals; (c) whether the operator asserts the device is being operated below twenty (20) miles per hour at a given moment; or (d) whether the device is temporarily configured to reduce power output.

MOTOR VEHICLE

Every vehicle which is self-propelled, and for the purpose of titling and registration meets Federal Motor Vehicle Safety Standards as defined in section 49-107, Idaho Code. Motor vehicle does not include vehicles moved solely by human power, electric personal assistive mobility devices, personal delivery devices, electric assisted bicycles, and motorized wheelchairs or other such vehicles that are specifically exempt from titling or registration requirements under title 49, Idaho Code.

OBSTRUCTIVE BICYCLE, E-BIKE, OR E-SCOOTER: Any bicycle, E-bike, E-scooter, or any part thereof, left in a public place that obstructs or impedes vehicular or pedestrian traffic.

PUBLIC PLACE: Any publicly owned property, including, but not limited to, sidewalks, streets, alleys, parks, and plazas located within the City jurisdictional limits.

STREET: The entire width between the boundary lines of every way publicly maintained and open to the public for vehicular travel, including but not limited to roadways, sidewalks, bike lanes, shoulders, berms, and rights-of-way.

5-10-2: CERTAIN TRAFFIC LAWS APPLYING TO PERSONS RIDING BICYCLES, E-BIKES, AND E-SCOOTERS:

A. Requirements: Every person, regardless of age, who operates a bicycle, E-bike, or E-scooter upon a roadway, the park system, the Greenbelt, public parking lot, sidewalk, bike path, bike lane or other public vehicular right-of-way in the City of Garden City ("City") shall be granted the same rights and shall be subject to some of the same responsibilities applicable to a motor vehicle operator by the laws of the State of Idaho, and the provisions of this title not in conflict with and as authorized under title 49, Idaho Code; except where provisions of those laws and ordinances by their very nature can have no application to bicycles, E-bikes, or E-scooters, or where portions of this chapter direct otherwise.

High-Speed Electric Motorbikes exceeding seven hundred fifty (750) watts or are capable of propelling the vehicle at a speed of more than twenty (20) miles per hour are not Electric Assisted Bicycles (E-Bikes) as defined herein and are therefore prohibited on the Boise River Greenbelt and in all City parks and streets. A device that meets the definition of High-Speed Electric Motorbike shall remain prohibited as stated herein regardless of: (a) any manufacturer label, marketing description, or user-selected setting; (b) the presence or absence of pedals; (c) whether the operator asserts the device is being operated below twenty (20) miles per hour at a given moment; or (d) whether the device is temporarily configured to reduce power output.

B. Exemption to Requirements:

1. The above prohibitions shall not apply to:

a. Emergency Vehicles. Law enforcement vehicles, fire department vehicles, ambulances, and other emergency response vehicles responding to an emergency or conducting official duties;

b. City Vehicles and Authorized Maintenance. Vehicles operated by City of Garden City employees, contractors, or authorized agents engaged in construction, maintenance, repair, or other official City business;

c. Law Enforcement Operations. Law enforcement vehicles engaged in patrol, investigation, or other official law enforcement activities;

d. Authorized Public Agency Vehicles. Vehicles operated by employees, contractors, or authorized agents of other public agencies (including but not limited to the Ada County Highway District, Idaho Department of Parks and Recreation, or other governmental entities) with jurisdiction over or maintenance responsibility;

e. Mobility and Accessibility Devices. Motorized wheelchairs, mobility scooters, or other power-driven mobility devices operated by persons with disabilities, provided that such devices are designed primarily for use by individuals with mobility disabilities and are operated at speeds safe for pedestrian areas; and

f. Authorized Special Events. Vehicles authorized in writing by the City of Garden City for special events, parades, or other activities permitted under the City's special event permit process.

2. These exemptions do not relieve the duty to operate a vehicle with due regard for the safety of all persons and property.

1. Any peace officer as defined in Idaho Code section 19-5101(d) operating a bicycle, E-bike, or E-scooter in the course and scope of his official duties is exempt from the requirements of subsection A of this section, if the bicycle, E-bike, or E-scooter is being operated under any of the following circumstances:

a. In response to an emergency call.

b. While engaged in rescue operations.

c. In the immediate pursuit of an actual or suspected violator of the law.

2. This subsection does not relieve a peace officer from the duty to operate a bicycle, E-bike, or E-scooter with due regard for the safety of all persons.

5-10-6: RIDING ON ROADWAYS:

A. No person shall operate a bicycle, E-bike, or E-scooter on a roadway against the flow of motorized vehicular traffic, except where permitted by official signs or pavement markings.

B. Every person operating a bicycle, E-bike, or E-scooter upon a two-way roadway is entitled to use the lane appropriate for the intended destination upon the roadway, including the right-hand lane and any designated bus lane. The bicycle, E-bike, or E-scooter rider shall proceed in the same direction of travel as other vehicles authorized to use that lane. On one-way roadways a bicycle, E-bike, or E-scooter may be operated in any existing lane.

C. The operator of a bicycle, E-bike, or E-scooter traveling at a rate of speed that delays a vehicle or vehicles following in the same lane shall be required, when it is unlawful or unsafe for the following vehicle to pass, to move as far to the right of the traveled roadway, or to the left where the bicycle, E-bike, or E-scooter is in the left lane of a one-way roadway, as is safe under the conditions then existing; provided, however, that when the operator is within fifty feet (50') of an intersection, he shall not be required to move to the right or left until he has moved through the intersection.

D. In right turn only lanes where traffic signs or signals indicate a bus is permitted to go straight rather than turn right, a bicycle, E-bike, or E-scooter operator shall be permitted to go straight rather than turn right.

E. High-Speed Electric Motorbikes exceeding seven hundred fifty (750) watts or are capable of propelling the vehicle at a speed of more than twenty (20) miles per hour are not Electric Assisted Bicycles (E-Bikes) as defined herein and are therefore prohibited on City roadways.

5-10-7: USING PROVIDED BIKE LANES AND BIKE PATHS:

A. Wherever a bike lane is present upon a roadway, the operator of a bicycle, E-bike, or E-scooter shall use that lane and shall not use the roadway; except that the operator shall not be required to use or remain in a bike lane:

1. When the lane is of insufficient width to permit safe bicycle, E-bike, or E-scooter operation; or
2. When the condition of the pavement, or the presence of water, dirt, glass or other foreign objects upon the pavement prevents safe bicycle, E-bike, or E-scooter operation in the lane; or
3. When moving into position to make a right or left turn; or
4. When an opening car door or other obstruction in an adjacent parking lane requires movement out of the lane.

B. Wherever a bike path, including the Greenbelt, has been provided immediately adjacent to a roadway, the operator of a bicycle, E-bike, or E-scooter shall use that path and shall not use the roadway if official signs or markings so direct; except that the operator of a bicycle, E-bike, or E-scooter shall not be required to use or remain on a bike path:

1. When the path is of insufficient width to permit safe bicycle, E-bike, or E-scooter operation; or
2. When the condition of the surface, or the presence of water, dirt, glass or other foreign objects upon the surface prevents safe bicycle, E-bike, or E-scooter operation on the path.

C. High-Speed Electric Motorbikes exceeding seven hundred fifty (750) watts or are capable of propelling the vehicle at a speed of more than twenty (20) miles per hour are not Electric Assisted Bicycles (E-Bikes) as defined herein and are therefore prohibited on all bike lanes and bike paths.

5-10-8: RIDING UPON SIDEWALKS AND UPON AND WITHIN CROSSWALKS:

A. A bicycle, E-bike, or E-scooter may be operated upon a sidewalk and upon and within a crosswalk or Greenbelt, except where prohibited by official traffic control devices, or when the number of pedestrians using the sidewalk renders riding on the sidewalk unsafe because of the risk of colliding with pedestrians, in which case the operator of a bicycle, E-bike, or E-scooter must dismount and walk the bicycle, E-bike, or E-scooter to an area where safe riding may resume.

B. Any operator of a bicycle, E-bike, or E-scooter riding upon a sidewalk, or across a roadway upon and within a crosswalk, shall yield the right-of-way to any pedestrian and shall give an audible warning before overtaking and passing such pedestrian. The audible warning may be given by the voice or by a bell or other lawful device capable of giving an audible signal to the person or persons being overtaken and passed.

C. Any operator of a bicycle, E-bike, or E-scooter riding upon a sidewalk, or across a roadway upon and within a crosswalk, shall have all the rights and duties applicable to a pedestrian under the same circumstances.

D. Any operator of a bicycle, E-bike, or E-scooter riding on the sidewalk shall not suddenly leave a curb or other place of safety and move into the path of a vehicle that is so close as to constitute an immediate hazard.

E. High-Speed Electric Motorbikes exceeding seven hundred fifty (750) watts or are capable of propelling the vehicle at a speed of more than twenty (20) miles per hour are not Electric Assisted Bicycles (E-Bikes) as defined herein and are therefore prohibited on all sidewalks and crosswalks.

5-10-13: BICYCLE, E-BIKE, OR E-SCOOTER PARKING:

A. Bicycles, E-bikes, or E-scooters shall not be parked in such a manner as to obstruct or impede the movement of pedestrians, motor vehicles or other bicycles, E-bikes, or E-scooters, or to cause damage to trees, shrubs or other living plants.

B. High-Speed Electric Motorbikes exceeding seven hundred fifty (750) watts or are capable of propelling the vehicle at a speed of more than twenty (20) miles per hour are not Electric Assisted Bicycles (E-Bikes) as defined herein and therefore shall not be parked on the Boise River Greenbelt, or City parks and streets, including all bike lanes and bike paths.

5-10-14: USE OF BIKE PATHS AND BIKE LANES BY OTHER NON- MOTORIZED MODES OF TRANSPORTATION:

A. No person shall roller skate, ride or operate a skateboard or gravity-operated or human powered vehicle not classified as a bicycle, E-bike, or E-scooter upon a bike lane or bike path except in public parks.

B. When a pedestrian is traveling upon a bike path or bike lane:

1. The operator of a bicycle, E-bike, or E-scooter approaching the pedestrian from the rear shall be required to give audible warning when overtaking and passing such pedestrian; and

2. The operator of a bicycle, E-bike, or E-scooter and a pedestrian approaching each other shall each be required to move to and remain upon their right-hand half of the surface.

C. The operator of a bicycle, E-bike, or E-scooter shall always yield the right-of-way to a pedestrian who has a disability.

D. High-Speed Electric Motorbikes exceeding seven hundred fifty (750) watts or are capable of propelling the vehicle at a speed of more than twenty (20) miles per hour are not Electric Assisted Bicycles (E-Bikes) as defined herein and are therefore prohibited on all bike lanes and bike paths.

5-10-15: UNLAWFUL USE OF THE BOISE RIVER GREENBELT, AND CITY PARKS AND STREETS, INCLUDING BIKE LANES AND BIKE PATHS:

A. It shall be unlawful for any person without City authorization from the local authority having jurisdiction thereof to cut, alter, break, injure, damage or perform work upon any bike path or bike lane in the City.

B. It shall be unlawful for any person without City authorization as stated herein to operate any High-Speed Electric Motorbike exceeding seven hundred fifty (750) watts or are capable of propelling the vehicle at a speed of more than twenty (20) miles per hour are not Electric Assisted Bicycles (E-Bikes) as defined herein on the Boise River Greenbelt, and City parks and streets, including crosswalks and all bike lanes and bike paths. A device that meets the definition of High-Speed Electric Motorbike shall remain unlawful as stated herein regardless of: (a) any manufacturer label, marketing description, or user-selected setting; (b) the presence or absence of pedals; (c) whether the operator asserts the device is being operated below twenty (20) miles per hour at a given moment; or (d) whether the device is temporarily configured to reduce power output.

5-10-16: RECKLESS OR INATTENTIVE OPERATION:

A person who uses or rides a bicycle, E-bike, or E-scooter, or any other vehicle on any public or private property open to public use inattentively, or carelessly and heedlessly, in light of the circumstances then existing, or without due caution and circumspection, or at such speed or in any other manner as to endanger or be likely to endanger any person or property shall be guilty of reckless or inattentive operation, a misdemeanor and, upon conviction subject to the penalty as provided in section 1-4-1 of this Code.

5-10-17: **DEFACING PUBLIC OR PRIVATE PROPERTY:**

A person who purposely or knowingly defaces or otherwise damages public or private property open to the public, by creating E-bike or E-scooter or any other vehicle tire markings thereon, shall be guilty of defacing public or private property, a misdemeanor and, upon conviction subject to the penalty as provided in section 1-4-1 of this Code

5-10-21: **PENALTIES:**

A. Unless otherwise provided herein, any person who violates any provision of this chapter shall be guilty of an infraction punishable by a fine of one hundred dollars (\$100.00) plus court costs.

B. Any person who violates any provision of this chapter regarding operating any High-Speed Electric Motorbike exceeding seven hundred fifty (750) watts or are capable of propelling the vehicle at a speed of more than twenty (20) miles per hour as defined herein on the Boise River Greenbelt, or City parks and streets, including crosswalks and all bike lanes and bike paths shall be guilty of an infraction punishable by a fine of three hundred dollars (\$300.00) plus court costs.

C. A parent or guardian who knowingly provides a High-Speed Electric Motorbike to a juvenile with knowledge or reasonable grounds to know that the juvenile will use it in violation of the code may be charged as an accomplice, or for contributing to juvenile delinquency, or some other independent violation of the ordinance itself.

D. Any High-Speed Electric Motorbike found to be operated, parked, or used in violation of any provision of this chapter may be impounded by the Garden City Police Department or any authorized law enforcement officer acting within the City of Garden City. All costs associated with the impoundment, towing, and storage of a High-Speed Electric Motorbike impounded pursuant to this section shall be borne solely by the owner of the High-Speed Electric Motorbike. The City shall not be responsible for any costs, damages, or expenses related to the impoundment.

SECTION 2. That Title 10 ("Public Parks"), Chapter 1 ("Parks and Waterways Rules and Regulations"), Section 1 ("Definitions"), Garden City Code be, and the same is hereby amended, to read as follows:

10-1-1 DEFINITIONS [WILL CONSOLIDATE THE DEFINITIONS INTO ONE SECTION FOR SECOND READING]:

PARK

"Park" shall be defined as any and all lands, buildings, reserves, sports complexes, swimming pools, trails and other special places including the Greenbelt, that are owned, operated or maintained by Garden City, and are delineated generally in the publication known as the Garden City park system map, and/or specifically in the

GREENBELT, BOISE
RIVER

inventory of park properties at the office of the public works director.

“Greenbelt” shall be defined as any and all land within seventy feet (70') of the six thousand five hundred (6,500) cfs flow line of the Boise River which may be owned by the city or over which the city may have a right of possession or use and: (A) which is designated by the city council to be retained in perpetuity for public use for purposes compatible with aesthetic, wildlife, education and recreational values of the Boise River; (B) which will provide for unrestricted, noncommercial access to the river; and (C) which will be developed and used to minimize water pollution, provide continuity of the public parks system, and create a buffer where necessary between conflicting land uses.

SECTION 4. That Title 10 (“Public Parks”), Chapter 1 (“Parks and Waterways Rules and Regulations”), Section 3 (“Traffic”), Garden City Code be, and the same is hereby amended, to read as follows:

10-1-3 TRAFFIC:

A. No person in any park (including Greenbelt), while operating any vehicle, shall:

1. Fail to comply with all applicable provisions of this code and Idaho state code relating to the operation of motor vehicles, E-bikes, or E-scooters and as contained in this and other ordinances.
2. Fail to obey all police officers and park employees, such persons being hereby authorized and instructed to direct traffic whenever and wherever needed in the parks.
3. Fail to observe carefully all traffic signs indicating speed, direction, caution, stopping or parking, and all others posted for proper control of traffic and to safeguard life and property.
4. Travel at a speed greater than, or in a manner that is not, reasonable and prudent under the conditions and having regard to the actual and potential hazards then existing. Violation of this provision is an infraction. However, if such travel also endangers or is likely to endanger any person or property, then violation is a misdemeanor.
5. Drive any motor vehicle, E-bike, or E-scooter on any area, including the Greenbelt, except the paved park roads, designated areas, or parking areas, or such other areas as may on occasion be specifically designated as temporary parking areas, unless in a restricted motor vehicle.
6. Park a motor vehicle, E-bike, or E-scooter in other than an established or designated parking area for such motor vehicle, and such use shall be in

accordance with the posted directions and with the instructions of any attendant who may be present.

7. Leave a motor vehicle, E-bike, or E-scooter standing or parked after closing hours of the park.

8. Double park any motor vehicle on any road or parkway unless directed by a police officer or a park attendant.

9. Fail to use a muffler adequate to deaden the sound of the engine in a motor vehicle designed to prevent excessive or unusual sound and annoying smoke. No person shall use a muffler cutout, bypass, or other similar device.

10. Ride a bicycle, E-bike, or E-scooter on portions of the Greenbelt system that have been officially designated and signed by the city as “pedestrian only” sections of the Greenbelt.

11. Ride a High-Speed Electric Motorbike exceeding seven hundred fifty (750) watts or that is capable of propelling the vehicle at a speed of more than twenty (20) miles per hour as defined herein on City parks including the Greenbelt.

12. Operate, park, or leave standing any Motor Vehicle upon the Boise River Greenbelt.

13. The prohibitions of riding or operating a High-Speed Electric Motorbike or Motor Vehicle on City Parks including Greenbelt shall not apply to:

1. Designated parking lots (for Motor Vehicles only);
2. Emergency Vehicles. Law enforcement vehicles, fire department vehicles, ambulances, and other emergency response vehicles responding to an emergency or conducting official duties;
3. City Vehicles and Authorized Maintenance. Vehicles operated by City of Garden City employees, contractors, or authorized agents engaged in construction, maintenance, repair, or other official City business on the Boise River Greenbelt;
4. Law Enforcement Operations. Law enforcement vehicles engaged in patrol, investigation, or other official law enforcement activities;
5. Authorized Public Agency Vehicles. Vehicles operated by employees, contractors, or authorized agents of other public agencies (including but not limited to the Ada County Highway District, Idaho Department of Parks and Recreation, or other governmental entities) with jurisdiction over or maintenance responsibility for any portion of the Boise River Greenbelt;

6. Mobility and Accessibility Devices. Motorized wheelchairs, mobility scooters, or other power-driven mobility devices operated by persons with disabilities, provided that such devices are designed primarily for use by individuals with mobility disabilities and are operated at speeds safe for pedestrian areas; and
7. Authorized Special Events. Vehicles authorized in writing by the City of Garden City for special events, parades, or other activities permitted under the City's special event permit process.

These exemptions do not relieve the duty to operate a Motor Vehicle with due regard for the safety of all persons and property.

B. Definitions: For the purposes of this section, the following definitions shall apply [WILL CONSOLIDATE THE DEFINITIONS INTO ONE SECTION FOR SECOND READING]:

1. High-Speed Electric Motorbike means:

Any two-wheeled or three-wheeled device that is propelled in whole or in part by an electric motor and that: (a) has an electric motor output of more than seven hundred fifty (750) watts; or (b) is capable of speeds exceeding twenty (20) miles per hour on level ground when powered by the electric motor (whether alone or in combination with human power), as designed, manufactured, modified, or operated. High-Speed Electric Motorbikes are prohibited on the Boise River Greenbelt and in all City parks and streets. A device that meets the definition of High-Speed Electric Motorbike shall remain prohibited as stated herein regardless of: (a) any manufacturer label, marketing description, or user-selected setting; (b) the presence or absence of pedals; (c) whether the operator asserts the device is being operated below twenty (20) miles per hour at a given moment; or (d) whether the device is temporarily configured to reduce power output.

42. "Motor Vehicle" means:

every vehicle which is self-propelled, and for the purpose of titling and registration meets Federal Motor Vehicle Safety Standards as defined in Idaho Code section 49-107. Motor vehicle does not include vehicles moved solely by human power, electric personal assistive mobility devices and motorized wheelchairs or other such vehicles that are specifically exempt from titling or registration requirements under Idaho Code title 49.

23. "Restricted motor vehicle" means:

- a. A motor vehicle operated by law enforcement personnel;
- b. An emergency motor vehicle operated for purposes of transporting humans in need of emergency services; and

- c. A motor vehicle authorized or permitted by the public works department.

C. Unless otherwise provided, an infraction under this section is punishable by a fine of one hundred dollars (\$100.00) plus court costs.

However, any person who violates any provision of this chapter regarding operating any High-Speed Electric Motorbike exceeding seven hundred fifty (750) watts or are capable of propelling the vehicle at a speed of more than twenty (20) miles per hour as defined herein on City parks including the Greenbelt shall be guilty of an infraction punishable by a fine of three hundred dollars (\$300.00) plus court costs.

A parent or guardian who knowingly provides a High-Speed Electric Motorbike to a juvenile with knowledge or reasonable grounds to know that the juvenile will use it in violation of the code may be charged as an accomplice, or for contributing to juvenile delinquency, or some other independent violation of the ordinance itself.

Any High-Speed Electric Motorbike found to be operated, parked, or used in violation of any provision of this chapter may be impounded by the Garden City Police Department or any authorized law enforcement officer acting within the City of Garden City. All costs associated with the impoundment, towing, and storage of a High-Speed Electric Motorbike impounded pursuant to this section shall be borne solely by the owner of the High-Speed Electric Motorbike. The City shall not be responsible for any costs, damages, or expenses related to the impoundment.

ALTERNATIVE APPROACH A (Classification Approach): Exclude High-Speed Electric Motorbikes from “E-Bike” and Treat as “Motor Vehicles” for Purposes of This Title.

Adopt this Section 2 and delete Section 3 if the City desires to expressly classify the excluded devices as “motor vehicles” under this Title for local regulatory purposes.

Amend GCC 5-10-1 (Definitions) by adding the following defined terms and exclusions (alphabetize as appropriate):

“E-Bike” (Clarifying Exclusion). Notwithstanding any other provision of GCC 5-10-1, the term “E-Bike” shall not include, and expressly excludes, any High-Speed Electric Motorbike (as defined below), whether or not such device has operable pedals, is marketed as an “e-bike,” or is capable of being operated in a low-power mode.

“High-Speed Electric Motorbike.” “High-Speed Electric Motorbike” means any two-wheeled or three-wheeled device that is propelled in whole or in part by an electric motor and that: (a) has an electric motor output of more than seven hundred fifty (750) watts; or (b) is capable of speeds exceeding twenty (20) miles per hour on level ground when powered by the electric motor (whether alone or in combination with human power), as designed, manufactured, modified, or operated.

“Motor Vehicle” (Title 5, Chapter 10 Local Definition for Use Under This Title Only). For purposes of GCC Title 5, Chapter 10 only, and solely for regulating access to and operation upon the Boise River Greenbelt and sidewalks, “Motor Vehicle” includes any High-Speed Electric Motorbike. This local inclusion applies regardless of whether the device is treated as a “motor vehicle” under Idaho law for registration, titling, insurance, or impaired-driving enforcement purposes.

Amend GCC 5-10-8 (Greenbelt and Sidewalk Operation) by adding the following subsections (renumber existing subsections as necessary):

Prohibited Operation-High-Speed Electric Motorbikes. No person shall operate, ride, drive, propel, or otherwise use any High-Speed Electric Motorbike upon: (a) the Boise River Greenbelt; or (b) any sidewalk within Garden City.

Prohibited Operation-Motor Vehicles (As Locally Defined). No person shall operate any Motor Vehicle (as defined in GCC 5-10-1 for purposes of this Title) upon the Boise River Greenbelt or any sidewalk, except as expressly authorized by the GCC for emergency response, maintenance, or other City-authorized purposes.

No Circumvention by Labeling or Mode Selection. A device that meets the definition of High-Speed Electric Motorbike shall remain prohibited under this Section regardless of: (a) any manufacturer label, marketing description, or user-selected setting; (b) the presence or absence of pedals; (c) whether the operator asserts the device is being operated below twenty (20) miles per hour at a given moment; or (d) whether the device is temporarily configured to reduce power output.

SECTION 10. If any provision or section of this Ordinance shall be held to be invalid by a court of competent jurisdiction, then such provision or section shall be considered separately and apart from the remaining provisions and sections of this Ordinance, which shall remain in full force and effect.

SECTION 11. All ordinances of the City of Garden City that conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 12. That the Summary of the Ordinance, attached hereto as Exhibit A, is hereby approved as to both form and content.

SECTION 13. This Ordinance shall be in full force from and after passage, approval, and publication.

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

ATTEST:

APPROVED:

Lisa M. Leiby, City Clerk

William L. Jacobs, Mayor

EXHIBIT A

**STATEMENT OF GARDEN CITY ATTORNEY
AS TO ADEQUACY OF SUMMARY
OF ORDINANCE NO. 1068-26**

The undersigned, Charles I. Wadams, in his capacity as City Attorney of the City of Garden City, Idaho, hereby certifies that he is the legal advisor of the City and has reviewed a copy of the attached Summary of Ordinance No. 1068-26 of the City of Garden City, Idaho, and has found the same to be true and complete and provides adequate notice to the public pursuant to Idaho Code § 50-901A(3).

DATED this _____ day of _____, 2026.

Charles I. Wadams
City Attorney

**SUMMARY OF ORDINANCE NO. 1068-26
OF THE CITY OF GARDEN CITY, IDAHO**

PUBLIC NOTICE IS HEREBY GIVEN that the City of Garden City, Idaho, adopted at its regular meeting of _____, 2026, that Ordinance No. 1068-26 entitled:

AN ORDINANCE OF THE CITY OF GARDEN CITY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING GARDEN CITY CODE TITLE 5 (“TRAFFIC”), CHAPTER 10 (“BICYCLES, E-BIKES, AND E-SCOOTERS”), SECTION 1 (“DEFINITIONS”), SECTION 2 (“CERTAIN TRAFFIC LAWS APPLYING TO PERSONS RIDING BICYCLES, E-BIKES, AND E-SCOOTERS”), SECTION 6 (“RIDING ON ROADWAYS”), SECTION 7 (“USING PROVIDED BIKE LANES AND BIKE PATHS”), SECTION 8 (“RIDING UPON SIDEWALKS AND UPON AND WITHIN CROSSWALKS”), SECTION 13 (“BICYCLE, E-BIKE, OR E-SCOOTER PARKING”), SECTION 15 (“UNLAWFUL USE OF THE BOISE RIVER GREENBELT, AND CITY PARKS AND STREETS, INCLUDING BIKE LANES AND BIKE PATHS”), SECTION 16 (“RECKLESS OR INATTENTIVE OPERATION”), SECTION 17 (“DEFACING PUBLIC OR PRIVATE PROPERTY”), SECTION 21 (“PENALTIES”), SECTION 26 (“REMOVAL OF ABANDONED AND OBSTRUCTIVE BICYCLES, E-BIKES, E-SCOOTERS, OR ANY PART THEREOF FROM PUBLIC PLACES”); AND AMENDING TITLE 10 (“PUBLIC PARKS”), CHAPTER 1 (“PARKS AND WATERWAYS RULES AND REGULATIONS”), **SECTION 1 (“DEFINITIONS”), SECTION 3 (“TRAFFIC”), BY AMENDING THE LANGUAGE TO INCLUDE PROVISIONS FOR HIGH-SPEED ELECTRIC MOTORBIKES; AMENDING LANGUAGE TO CLARIFY PROHIBITED ACTS AND PENALTIES; PROVIDING SEVERABILITY; REPEALING CONFLICTING CITY CODE PROVISIONS; APPROVING A SUMMARY OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.**

This ordinance amends Title 5, Chapter 10, and Title 10, Chapter 1, of the Garden City Code. The goal of the ordinance is to update the code to protect public welfare by prohibiting High-Speed Electric Motorbikes on the Boise River Greenbelt, and City parks and streets, including crosswalks, bike lanes, and bike paths. The ordinance amends language to clarify that High-Speed Electric Motorbike usage is prohibited in Garden City and provides associated infraction penalties. Finally, the ordinance provides for severability, repeals conflicting Code provisions to the extent of a conflict, and provides an effective date.

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

DATED this ____ day of _____, 2026.

ATTEST:

CITY OF GARDEN CITY:

Lisa M. Leiby, City Clerk

William L. Jacobs, Mayor

DRAFT