



CITY OF GARDEN CITY

6015 Glenwood Street
Garden City, Idaho 83714

Agenda City Council

Work Session – 5:00 p.m.

Regular City Council Meeting–6:00 p.m.

Monday, July 27, 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

5:00 P.M. COUNCIL WORK SESSION

A. CALL TO ORDER

B. ROLL CALL

C. FY2027 BUDGET DISCUSSION:

1. General Fund
2. Development Services Fund
3. Enterprise Fund

D. Ordinance 1069-26; an update to Ordinance 1068-26 regarding high-speed scooters. (Page 3)

E. ADJOURNMENT

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 July 13, 2026 (Page 14)
2. Ratification of Accounts Payable Claims (Page 19)
3. Extension Woodland Mills Multifamily, DSRFY2022-0022: 233 and 311 E 47th St.
(Page 34)
4. Development Services Department Notice of Decisions: (Page 105)
 - a. Approval: CUPFY2026-0006, approval of a Service Provider use located at 4290 W. Chinden Blvd & E 43rd. St.
 - b. Approval: CUPFY2026-0007, approval of a Service Provider use located at 109 W 38th Street & W 38th Street
 - c. Approval: CUPFY2026-0011, approval of a Service Provider use located at 5220 Sawyer Ave
 - d. Approval: DSRFY2026-0001 located at 8529 W. State St.
 - e. Approval: DSRFY2026-0003 located at 212 W. 41st St.

F. SPECIAL BUSINESS – ACTION ITEMS

1. Continued from 07/13/2026: Extension Carolyn Subdivision, SUBFY2023-0002: 3981 N. Reed & 415 E. 40th Street. (Page 107)
2. Monthly Staff Reports (Page 127)

G. ORDINANCES, RESOLUTIONS, CONTRACTS – ACTION ITEMS

1. RESOLUTION 1255-26: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN CITY, IDAHO, AUTHORIZING THE DONATION OF A 2018 FORD EXPLORER TO THE COLLEGE OF WESTERN IDAHO; DETERMINING THAT THE DONATION IS IN THE PUBLIC'S BEST INTEREST; AUTHORIZING THE TRANSFER UNDER IDAHO'S INTERGOVERNMENTAL COOPERATION STATUTE; AND AUTHORIZING THE DELIVERY OF THE ENDORSED CERTIFICATE OF TITLE TO THE COLLEGE OF WESTERN IDAHO. (Page 142)
2. RESOLUTION 1256-26: A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF GARDEN CITY, IDAHO, APPROVING THE PEREGRINE TECHNOLOGIES CUSTOMER ORDER FORM & SCOPE OF SERVICES AGREEMENT; AUTHORIZING EXECUTION OF THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE. (Page 149)

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.



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: July 27, 2026
SUBJECT: First Memorandum for Proposed Amendment of the Definition of E-Scooter and High-Speed Electric Scooter (Ordinance No. 1069-26)

ACTION REQUIRED: Within the City Council's discretion.
RECOMMENDATION: Approve the amended definitions of E-Scooter and High-Speed Electric Scooters Ordinance No. 1069-26.
FISCAL IMPACT/BUDGET IMPLICATIONS: Unknown.

BACKGROUND: For the last several years, jurisdictions in Ada County have been focusing on making commuting and recreating more safe in the valley. For example, 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.

Additionally, more specific to Garden City, when I drafted Garden City's E-bike and E-scooter code in 2024 and 2025, I took the definitions from Boise and other locations so that our definitions were the same or similar as other jurisdictions. The GCC 5-10-1 definitions still closely align with the statutory framework found in Idaho law. Specifically, 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, meeting specific classifications based on speed and motor assistance. For example, a "Class 1 electric-assisted bicycle" provides motor assistance only when the rider is pedaling and ceases assistance at 20 miles per hour, while a "Class 2 electric-assisted bicycle" may be propelled exclusively by the motor but also ceases assistance at 20 miles per hour. Additionally, Idaho Code § 49-123(h) explicitly excludes electric-assisted bicycles from the definition of "motor vehicle" for purposes of titling and registration.

The federal definition under 15 USCS § 2085(b) also describes a "low-speed electric bicycle" as a two- or three-wheeled vehicle with fully operable pedals and an electric motor of less than 750 watts, with a maximum speed of less than 20 miles per hour when powered solely by the motor. Similarly, 16 CFR 1512.2(a)(2) defines a bicycle with an electric motor of less than 750 watts and a maximum speed of less than 20 miles per hour as a bicycle for regulatory purposes. Thus, the definition provided in the ordinance was consistent with Idaho's statutory definitions and federal regulatory standards for electric-

FIRST MEMORANDUM FOR PROPOSED AMENDMENT OF THE DEFINITION OF E-SCOOTER AND HIGH-SPEED ELECTRIC SCOOTER ORDINANCE NO. 1069-26, P.1

assisted bicycles or low-speed electric bicycles. However, the specific phrasing of the GCC definition is most directly tied to Idaho's statutory framework under Idaho Code § 49-106 and Idaho Code § 49-123.

Moreover, House Bill 500 was passed and signed into law on March 16, 2026, officially amending state code to classify low-speed electric-assisted bicycles (under 750W, < 20-28 mph) the **same as traditional bicycles**, including that electric assisted bicycles are included in traffic regulations (Idaho Code 49-615, 49-714 and 49-715) requiring drivers to use “due care” around them. The legislative intent behind House Bill 500 appears to align low-speed electric-assisted bicycles (under 750 watts and capable of speeds between 20-28 mph) with traditional bicycles under Idaho law. This includes subjecting them to the same traffic regulations, such as those in Idaho Code § 49-615, Idaho Code § 49-714, and Idaho Code § 49-715, which require drivers to exercise “due care” around bicycles. By doing so, the legislature likely aimed to promote safety for riders of electric-assisted bicycles while ensuring consistency in traffic laws applicable to all bicycles.

Therefore, E-bikes and E-scooters as defined by the Garden City Code are allowed on the Greenbelt and sidewalks, and the City has partnered with the Lime shared micromobility company for several years. For the last several months, I have been trying to renegotiate the contract with Lime, including increased “slow-zones” and perhaps a citywide “slow-zone” for Lime. While that communication with Lime was ongoing, Garden City also decided to regulate and/or prohibit High-Speed Electric Motorbikes and Scooters. On July 13, 2026, CC passed Ordinance 1068-26, which regulates and/or prohibits High-Speed Electric Motorbikes and Scooters in the City.

After the passage of Ordinance of 1068-26, Lime indicated that their technology for their E-Scooters and changed, and the engine power could be more than 300 watts. Because Garden City still intends on contracting with Lime, the current ordinance proposes to eliminate the wattage requirement in the definition of E-Scooter. Therefore, regarding the instant proposed ordinance, CC should decide whether to amend the definition of E-Scooter and High-Speed Electric Scooter.

I.

Garden City Code Title 5, Chapter 10 (“Bicycles, E-Bikes, and E-Scooters”) & Title 10, Chapter 1 (“Parks and Waterways Rules and Regulations”)

Garden City Code Title 5, Chapter 10, was a new addition to Garden City Code created in 2024 by Ordinance No. 1042-24. On July 13, 2026, Ordinance 1068-26 amended this Chapter to prohibit High-Speed Electric Motorbikes and Scooters on the streets of Garden City unless titled and insured, and sidewalks, crosswalks, bike lanes, and bike paths.

Additionally, Garden City Code Title 10, Chapter 1, was also amended by Ordinance No. 1042-24. GCC § 10-1-3A now includes this provision regarding parks and the Greenbelt:

No person in 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

FIRST MEMORANDUM FOR PROPOSED AMENDMENT OF THE DEFINITION OF E-SCOOTER AND HIGH-SPEED ELECTRIC SCOOTER ORDINANCE NO. 1069-26, P.2

is an infraction. However, if such travel also endangers or is likely to endanger any person or property, then violation is a misdemeanor.

After the above amendment, Ordinance 1068-26 was adopted on July 13, 2026, to specifically regulate and/or prohibit High-Speed Electric Motorbikes and Scooters.

However, on July 17, 2026, I received the following email from Lime:

We saw news of the new ordinance this morning, thanks for reaching out. Sorry for the delay on a response regarding a slow zone. Parker is out today, but I can confirm all of our devices in Idaho are capped at 15mph. I haven't had a chance to review the ordinance in its entirety yet, but regulating speed through wattage using language such as "is capable of" can be problematic because it does not align well with how electric motors actually operate. Motor wattage is a measure of power output, not a direct measure of vehicle speed, and the maximum speed a vehicle is capable of depends on the interaction of motor output, controller settings, gearing, battery voltage, rider load, terrain, and other engineering factors. As a result, capability cannot be reliably inferred from a motor's rated wattage alone. That aside, as mentioned above all of our devices in Idaho are capped at 15mph.

I'll circle up with our Product counsel on Monday and will have Parker be in touch to schedule time to discuss the contract when they return on Tuesday.

On July 22, 2026, I received the following email from Lime:

In short, wattage output from e-scooters or e-bikes is often an difficult or incredibly inaccurate to measure, with little to no correlation to the device's speed. Would you be available for a brief, 30-minute call to discuss in more detail? I appreciate your offer to simply copy-paste from our contract with Boise, but I would be remiss not to offer a more thorough explanation and to ensure other components of our contract, like fleet size, are matched to the scale of Garden City's program and local needs. If you've got availability in the coming week or two, please let me know! I'll be happy to work around your existing obligations.

To try and accommodate Lime and the fact that many of the privately owned electric scooters now have an engine more powerful than 300 watts, the following amendments to the definitions are recommended:

ELECTRIC ASSISTED SCOOTER (E-SCOOTER):	An Electric Personal Mobility Device that is 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
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HIGH-SPEED ELECTRIC SCOOTER

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. High-Speed Electric Scooters ~~exceeding three hundred (300) watts or~~ are capable of propelling the device at a speed exceeding fifteen (15) miles per hour are not Electric Assisted Scooters (E-Scooters) as defined herein and are therefore prohibited on roadways, the Boise River Greenbelt, and City parks.

Any two-wheeled, electrically propelled device with handlebars and a floorboard designed to be stood upon when riding that: ~~(a) has an electric motor with a power output exceeding three hundred (300) watts; or (b) is~~ capable of propelling the device at a speed exceeding fifteen (15) miles per hour when powered by the electric motor (whether alone or in combination with human power). A High-Speed Electric Scooter does not meet the definition of "Electric Assisted Scooter (E-Scooter)" and is not an E-Scooter for purposes of this chapter. High-Speed Electric Scooters are prohibited on streets, and the Boise River Greenbelt, and in all City parks. A device that meets the definition of High-Speed Electric Scooter shall remain prohibited as stated herein regardless of: (a) any manufacturer label, marketing description, or promotional material that identifies the device as a low-speed electric scooter, electric assisted scooter, e-scooter, or any similar term; (b) any user-selected setting, mode, speed limiter, or power output configuration that purports to limit the device's maximum speed ~~or power output~~; (c) the presence or absence of pedals or any other mechanism for human-powered propulsion; (d) whether the operator asserts that the device is being operated at or below fifteen (15) miles per hour at any given moment; or (e) whether the device is temporarily configured or adjusted to reduce its ~~power output or~~ maximum speed capability at the time of operation or inspection. The classification of a device as a High-Speed Electric Scooter is determined by the device's inherent capability and design specifications, not by its actual use, operator conduct, or temporary configuration at any particular time.

However, I don't think the city could do the same for E-Bikes because that is tied to state and federal definitions of bicycle. Under Idaho law, an Idaho city (such as Garden City) is generally preempted from adopting a municipal code definition of "electric-assisted bicycle" (e-bike) that conflicts with the statutory definition set forth in Idaho Code § 49-

106(1). Any local ordinance that omits the statutory 750-watt limit could create an impermissible conflict with state law if the city attempts to define e-bikes differently for the purpose of treating them as bicycles rather than motor vehicles.

A municipal ordinance conflicts with state law—and is therefore preempted—under either express or implied preemption principles. If a city alters this definition by omitting the wattage restriction, it creates a direct conflict with the state's uniform motor vehicle and traffic classifications. Because Title 49 governing motor vehicles and traffic is a general law of the state, any local ordinance defining e-bikes in a manner that expands, restricts, or contradicts the state's definitions would alter the legal classification of what constitutes a "bicycle" versus a "motor vehicle" under state law.

However, although a city cannot redefine "electric-assisted bicycle" to bypass the state's definitions, local authorities do retain specific, restricted regulatory powers. A city's authority is limited to regulating the operation and access of such devices on local roads in accordance with statewide definitions and standard traffic control measures.

To effectively regulate E-Scooters and increase public safety, Garden City should consider amending its definitions of allowed E-Scooters and disallowed High-Speed Electric Scooters.

CONCLUSION: The definition of E-Scooters and High-Speed Electric Scooters should potentially be amended because of advances in that technology and the current relationship the City has with Lime. However, the code should also be clear that allowed E-Scooters must still be incapable of propelling the device at a speed of more than fifteen (15) miles per hour, regardless of how powerful they are, or else they become prohibited High-Speed Electric Scooters.

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”); AND AMENDING TITLE 10 (“PUBLIC PARKS”), CHAPTER 1 (“PARKS AND WATERWAYS RULES AND REGULATIONS”), SECTION 1 (“DEFINITIONS”); AMENDING THE DEFINITION OF HIGH-SPEED ELECTRIC SCOOTERS; PROVIDING SEVERABILITY; REPEALING CONFLICTING CITY CODE PROVISIONS; APPROVING A SUMMARY OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Garden City is a municipal corporation organized under the laws of the State of Idaho with authority to enact ordinances governing the use of its streets, sidewalks, bike paths, bike lanes, parks, and other public rights-of-way within its municipal boundaries; and

WHEREAS, the City’s municipal code currently defines the “Electric Assisted Scooter (E-Scooter)” that can be operated in the City, and the “High-Speed Electric Scooter” that is prohibited in the City; and

WHEREAS, such High-Speed Electric Scooters that do not meet the City’s definition of E-Scooter are incompatible with the safe use of pedestrian pathways, sidewalks, bike paths, bike lanes, parks, and the Boise River Greenbelt and are not within the class of devices the City intended to permit in those locations; and

WHEREAS, the City Council finds that it is necessary and in the public interest to amend the definition of E-Scooter and clarify that High-Speed Electric Scooters not meeting the definition of E-Scooter are prohibited from operation on City streets, crosswalks, sidewalks, bike paths, bike lanes, the Boise River Greenbelt, and in all City parks; and

WHEREAS, the City Council finds that further defining “High-Speed Electric Scooter” will promote public safety, reduce the risk of collisions and injuries, and ensure consistent enforcement of the City’s regulations governing electrically propelled devices; and

WHEREAS, the City Council finds that the enactment of this Ordinance does not conflict with state law; and

WHEREAS, this Ordinance is enacted pursuant to the City's constitutional police powers and statutory authority to regulate the use of its public rights-of-way and parks in the interest of public safety and welfare.

NOW, THEREFORE, 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:**

ELECTRIC ASSISTED SCOOTER (E-SCOOTER): An Electric Personal Mobility Device that is 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. High-Speed Electric Scooters ~~exceeding three hundred (300) watts or~~ are capable of propelling the device at a speed exceeding fifteen (15) miles per hour are not Electric Assisted Scooters (E-Scooters) as defined herein and are therefore prohibited on roadways, the Boise River Greenbelt, and City parks.

HIGH-SPEED ELECTRIC SCOOTER Any two-wheeled, electrically propelled device with handlebars and a floorboard designed to be stood upon when riding that: ~~(a) has an electric motor with a power output exceeding three hundred (300) watts; or (b)~~ is capable of propelling the device at a speed exceeding fifteen (15) miles per hour when powered by the electric motor (whether alone or in combination with human power). A High-Speed Electric Scooter does not meet the definition of "Electric Assisted Scooter (E-Scooter)" and is not an E-Scooter for purposes of this chapter. High-Speed Electric Scooters are prohibited on streets, and the Boise River Greenbelt, and in all City parks. A device that meets the definition of High-Speed Electric Scooter shall remain prohibited as stated herein regardless of: (a) any manufacturer label, marketing description, or promotional material that identifies the device as a low-speed electric scooter, electric assisted scooter, e-scooter, or any similar term; (b) any user-selected setting, mode, speed limiter, or power output configuration that purports to limit the device's maximum speed ~~or power output~~; (c) the presence or absence of pedals or any other mechanism for human-powered propulsion; (d) whether the operator asserts that the device is being operated at or below fifteen (15) miles per hour at any given moment; or (e) whether the device is temporarily configured or adjusted to reduce its ~~power output or~~ maximum speed capability at the time of operation or inspection. The classification of a device as a High-Speed Electric Scooter is determined by the device's inherent capability and design specifications,

not by its actual use, operator conduct, or temporary configuration at any particular time.

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:

ELECTRIC ASSISTED SCOOTER (E-SCOOTER): An Electric Personal Mobility Device that is 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. High-Speed Electric Scooters ~~exceeding three hundred (300) watts or~~ are capable of propelling the device at a speed exceeding fifteen (15) miles per hour are not Electric Assisted Scooters (E-Scooters) as defined herein and are therefore prohibited on roadways, the Boise River Greenbelt, and City parks.

HIGH-SPEED ELECTRIC SCOOTER Any two-wheeled, electrically propelled device with handlebars and a floorboard designed to be stood upon when riding that: ~~(a) has an electric motor with a power output exceeding three hundred (300) watts; or (b)~~ is capable of propelling the device at a speed exceeding fifteen (15) miles per hour when powered by the electric motor (whether alone or in combination with human power). A High-Speed Electric Scooter does not meet the definition of “Electric Assisted Scooter (E-Scooter)” and is not an E-Scooter for purposes of this chapter. High-Speed Electric Scooters are prohibited on streets, and the Boise River Greenbelt, and in all City parks. A device that meets the definition of High-Speed Electric Scooter shall remain prohibited as stated herein regardless of: (a) any manufacturer label, marketing description, or promotional material that identifies the device as a low-speed electric scooter, electric assisted scooter, e-scooter, or any similar term; (b) any user-selected setting, mode, speed limiter, or power output configuration that purports to limit the device's maximum speed ~~or power output~~; (c) the presence or absence of pedals or any other mechanism for human-powered propulsion; (d) whether the operator asserts that the device is being operated at or below fifteen (15) miles per

hour at any given moment; or (e) whether the device is temporarily configured or adjusted to reduce its ~~power output~~ or maximum speed capability at the time of operation or inspection. The classification of a device as a High-Speed Electric Scooter is determined by the device's inherent capability and design specifications, not by its actual use, operator conduct, or temporary configuration at any particular time.

SECTION 4. 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 5. 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 6. That the Summary of the Ordinance, attached hereto as Exhibit A, is hereby approved as to both form and content.

SECTION 7. 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 27th day of July, 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 27th day of July, 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 July 27th, 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”); AND AMENDING TITLE 10 (“PUBLIC PARKS”), CHAPTER 1 (“PARKS AND WATERWAYS RULES AND REGULATIONS”), SECTION 1 (“DEFINITIONS”); AMENDING THE DEFINITION OF HIGH-SPEED ELECTRIC SCOOTERS; 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. Previously, in Ordinance 1068-26, the City updated the code to protect public welfare by prohibiting or regulating High-Speed Electric Motorbikes and High-Speed Electric Scooters on the Boise River Greenbelt, and City parks and streets, including within crosswalks, bike lanes, and bike paths. The current ordinance amends the definition of High-Speed Electric Scooter by removing any reference to its power output or wattage. 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 27th day of July, 2026.

ATTEST:

CITY OF GARDEN CITY:

Lisa M. Leiby, City Clerk

William L. Jacobs, Mayor

CITY OF GARDEN CITY
CITY COUNCIL MEETING MINUTES
July 13, 2026
6:00 P.M.

REGULAR COUNCIL MEETING CALL TO ORDER

A. Mayor Jacobs called the meeting to order at 6:05 p.m.

CLERK CERTIFIED MEETING NOTICE

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

B. ROLL CALL

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

C. Mayor Jacobs led the pledge of allegiance.

D. CHANGES TO AGENDA

Action: Councilmember Carver-Herbert moved to pull items E7 and E8 from the consent agenda and move them into Special Business as items F3 and F4, respectively for further discussion and Councilmember Page seconded.

ROLL CALL VOTE:

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

The motion passed.

E. CONSENT AGENDA

- 1. Approval of Minutes June 17, 2026**
- 2. Approval of Minutes June 22, 2026**
- 3. Ratification of Accounts Payable Claims**
- 4. CONTINUANCE TO A DATE CERTAIN OF AUGUST 24, 2026:**
SAPFY2026-0001 Specific Area Plan: Heron Commons District
- 5. CONTINUANCE TO A DATE CERTAIN OF AUGUST 10, 2026:**
CPAFY2026-0001 Code Text Amendment: Jeff Hatch with Hatch Design Architecture requesting to amend Title 8, Chapter 2B, Section 1, Table of Allowed Uses in All Base Zoning Districts
- 6. Title 8 Extension Request: BLDFY2022-0009 – BLDFY2022-0025, Creation Row Subdivision Phase 2: 4834, 4828 ,4840 ,4846, 4854, 4860 ,4866, 4872 ,4811, 4817, 4825, 4833, 4839, 4845, 4859, 4865, 4871 Techne Street.**

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

ROLL CALL VOTE:

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

The motion passed.

F. SPECIAL BUSINESS

1. Swearing In for Police Department Promotions:

- a. **Sergeant O’Gorman to Lieutenant**
- b. **Corporal Wiggins to Sergeant**

Mayor Jacobs administered the oath of office for Lieutenant O’Gorman and Sergeant Wiggins.

2. Continued from 06/08/2026: FIFTH EXTENSION REQUEST: DSRFY2021-0011 208 E 33RD ST PARK 33.

Jenah Thornborrow, Development Services Director, presented the staff report. Charles Wadams, City Attorney, presented the legal review.

Jason Jones, applicant, had no additional comments.

Action: Councilmember Page moved to approve the extension request including the findings of fact and conclusions of law and Councilmember Rasmussen seconded.

ROLL CALL VOTE:

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

The motion passed.

3. Extension Carolyn Subdivision, SUBFY2023-0002: 3981 N. Reed & 415 E. 40th Street.

Councilmember Carver-Herbert led a discussion on the facts stated as the basis for good cause in the extension request.

The applicant was not present at the meeting to answer question.

Action: Councilmember Carver-Herbert moved to continue this item to a date certain of 07/27/2026 and Councilmember Jorgensen seconded.

ROLL CALL VOTE:

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

The motion passed.

4. Extension Point Pierce Villas Subdivision, SUBFY2024-0002: 405 & 409 E. 47th Street.

Councilmember Carver-Herbert led a discussion on the facts stated as the basis for good cause in the extension request.

Action: Councilmember Carver-Herbert moved to approve the extension request for SUBFY2024-0002 amending the findings of fact and conclusions of law to remove interest rates as a good cause finding and Councilmember Page seconded.

ROLL CALL VOTE:

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

The motion passed.

G. ORDINANCES, RESOLUTIONS, CONTRACTS

- 1. SECOND READING: 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**

Charles Wadams, City Attorney, presented the legal review.

Action: Councilmember Page moved to have the second reading of Ordinance 1068-26 as amended by title only and Councilmember Rasmussen seconded.

ROLL CALL VOTE:

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

The motion passed.

The city clerk read Ordinance 1068-26 by title only.

2. Request to suspend the rules and adopt and publish Ordinance 1068-26.

Action: Councilmember Page moved to suspend the rules and adopt and publish Ordinance 1068-26 and Councilmember Jorgensen seconded.

ROLL CALL VOTE:

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

The motion passed.

**3. RESOLUTION 1254-26: A RESOLUTION PROVIDING FOR THE
DESTRUCTION OF PUBLIC RECORDS.**

Action: Councilmember Page moved to approve Resolution 1254-26 and Councilmember Jorgensen seconded.

ROLL CALL VOTE:

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

The motion passed.

H. UNFINISHED BUSINESS

I. NEW BUSINESS

Mayor Jacobs polled the council regarding a budget work session for FY2027 to be held at 5:00 p.m. on 07/27/2026. All council members are available on that date.

J. EXECUTIVE SESSION for the following purposes:

K. ADJOURNMENT

Councilmember Page moved to adjourn the meeting at 7:21 p.m. and Councilmember Jorgensen seconded. The motion passed unanimously.

ATTEST:

APPROVED:

Lisa M. Leiby, City Clerk

William L. Jacobs, Mayor



TREASURY DEPARTMENT

6015 Glenwood Street ■ Garden City, Idaho 83714

Date: July 27, 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 July 27, 2026, are as follows:

Checks dated July 17, 2026	\$269,793.03
Checks dated July 24, 2026	\$114,003.63
	\$383,796.66

Attachments

Accounts Payable

Computer Check Proof List by Vendor

User: hhugg
Printed: 07/13/2026 - 1:43PM
Batch: 00717.07.2026



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1050 07/06/2026	Ada Community Library Replace lost book	30.55	07/17/2026	Check Sequence: 1 100-48-0000-800-01	ACH Enabled: False
	Check Total:	30.55			
Vendor: 2275 253769	Allied Envelope - Boise (3000) check stock	970.05	07/17/2026	Check Sequence: 2 100-51-0000-500-00	ACH Enabled: False
	Check Total:	970.05			
Vendor: 2400 13398 13399	Alloway Electric Co Power Locates Lakeshore Power Locates Glenwood	45.00 90.00	07/17/2026 07/17/2026	Check Sequence: 3 100-80-0060-568-00 100-80-0060-568-00	ACH Enabled: False
	Check Total:	135.00			
Vendor: 3250 2605541	Analytical Laboratories Inc June sampling	1,703.00	07/17/2026	Check Sequence: 4 300-80-0081-568-00	ACH Enabled: False
	Check Total:	1,703.00			
Vendor: BMA 21971	Benchmark Automotive LLC U251 electrical issue	75.00	07/17/2026	Check Sequence: 5 100-45-0000-565-00	ACH Enabled: False
	Check Total:	75.00			
Vendor: 7350 07/06/2026	Boise Public Library Replace lost book	29.67	07/17/2026	Check Sequence: 6 100-48-0000-800-01	ACH Enabled: False
	Check Total:	29.67			
Vendor: CEN 999102865762	Cengage Learning Inc. Media	57.75	07/17/2026	Check Sequence: 7 100-48-0000-800-00	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	57.75			
Vendor: CHRSEN	Christensen Inc			Check Sequence: 8	ACH Enabled: False
469222	06/15 - 06/30/2026 Fuel	129.72	07/17/2026	100-48-0055-540-00	
	Check Total:	129.72			
Vendor: 5050	Co-Energy A Connell Oil Inc Company			Check Sequence: 9	ACH Enabled: False
0646017	Wells Generators Fuel	4,345.86	07/17/2026	300-80-0081-540-00	
CL06406	fuel	467.90	07/17/2026	300-80-0081-540-00	
CL06406	fuel	456.67	07/17/2026	320-80-0082-540-00	
CL06406	fuel	91.53	07/17/2026	320-80-0085-540-00	
CL06406	fuel	268.64	07/17/2026	100-80-0050-540-00	
	Check Total:	5,630.60			
Vendor: 11500	Colonial Life Insurance Co			Check Sequence: 10	ACH Enabled: False
E9545658 07/26	July 2026 Premiums	435.03	07/17/2026	100-00-0000-202-25	
	Check Total:	435.03			
Vendor: CCPS	Custom Care Pest Services, Inc.			Check Sequence: 11	ACH Enabled: False
113458	Pest control services	180.00	07/17/2026	100-80-0044-561-00	
	Check Total:	180.00			
Vendor: 13100	Custom Electric Inc.			Check Sequence: 12	ACH Enabled: False
9754	Well 5 Electrical repair	3,112.15	07/17/2026	300-80-0081-568-00	
9755	Well 9 Generator	123,000.00	07/17/2026	310-80-0081-804-00	
9759	MeadowCr LS call out	710.00	07/17/2026	320-80-0082-568-00	
9763	SCADA Well 9 VFD Well 10	280.00	07/17/2026	300-80-0081-568-00	
	Check Total:	127,102.15			
Vendor: 13300	D & B Supply			Check Sequence: 13	ACH Enabled: False
895	Parks supplies	380.96	07/17/2026	100-80-0050-560-00	
8996	Spray paint	17.98	07/17/2026	100-45-0000-500-00	
	Check Total:	398.94			
Vendor: 14700	Dig Line			Check Sequence: 14	ACH Enabled: False
79856	June 166 calls	161.85	07/17/2026	300-80-0081-568-00	
79856	June 166 calls	161.85	07/17/2026	320-80-0082-568-00	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	323.70			
Vendor: 17265	Fishers Document Systems, Inc.			Check Sequence: 15	ACH Enabled: False
1695619	July 2026 Copies	29.01	07/17/2026	100-45-0000-581-00	
1696472	July 2026 Copies	22.09	07/17/2026	200-80-0084-581-00	
1696472	July 2026 Copies	22.08	07/17/2026	220-80-0083-581-00	
	Check Total:	73.18			
Vendor: GPS	Gills Point S Corporate			Check Sequence: 16	ACH Enabled: False
563589	U262 oil change	79.95	07/17/2026	100-45-0000-565-00	
600608	U253 oil change/filter/rotate tires	209.50	07/17/2026	100-45-0000-565-00	
600650	U242 oil change/repairs	100.59	07/17/2026	100-45-0000-565-00	
662319	U221 AC maintenance	590.00	07/17/2026	100-45-0000-565-00	
665015	U167 Oil change	79.95	07/17/2026	100-45-0000-565-00	
673049	U232 Brakes	957.14	07/17/2026	100-45-0000-565-00	
Credit	Credit	-70.23	07/17/2026	100-45-0000-565-00	
	Check Total:	1,946.90			
Vendor: 18950	Grover Electric & Plumbing Sup			Check Sequence: 17	ACH Enabled: False
BB95610	Light bulbs	98.99	07/17/2026	100-45-0000-500-00	
	Check Total:	98.99			
Vendor: 22050	Idaho Rural Water Assoc			Check Sequence: 18	ACH Enabled: False
5164	2026 Membership	355.00	07/17/2026	300-80-0081-643-00	
5164	2026 Membership	355.00	07/17/2026	320-80-0082-643-00	
	Check Total:	710.00			
Vendor: 22850	Ingram Library Service			Check Sequence: 19	ACH Enabled: False
97501624	Books	12.72	07/17/2026	100-48-0000-800-00	
97501625	Books	29.81	07/17/2026	100-48-0000-800-00	
97501626	Books	23.94	07/17/2026	100-48-0000-800-00	
97501627	Books	36.92	07/17/2026	100-48-0000-800-00	
97501629	Books	11.77	07/17/2026	100-48-0000-800-00	
97507028	Books	13.09	07/17/2026	100-48-0000-800-00	
97507030	Books	31.74	07/17/2026	100-48-0000-800-00	
97507031	Books	48.15	07/17/2026	100-48-0000-800-00	
97507032	Books	38.67	07/17/2026	100-48-0000-800-00	
97507033	Books	35.27	07/17/2026	100-48-0000-800-00	
97507034	Books	32.16	07/17/2026	100-48-0000-800-00	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
97507035	Books	24.52	07/17/2026	100-48-0000-800-00	
97507036	Books	73.23	07/17/2026	100-48-0000-800-00	
97507037	Books	18.89	07/17/2026	100-48-0000-800-00	
97507038	Books	13.72	07/17/2026	100-48-0000-800-00	
97507039	Books	17.06	07/17/2026	100-48-0000-800-00	
97507040	Books	62.61	07/17/2026	100-48-0000-800-00	
97507041	Books	35.49	07/17/2026	100-48-0000-800-00	
97507042	Books	121.47	07/17/2026	100-48-0000-800-00	
97507043	Books	19.91	07/17/2026	100-48-0000-800-00	
97507044	Books	14.30	07/17/2026	100-48-0000-800-00	
97507045	Books	21.10	07/17/2026	100-48-0000-800-00	
97529710	Books	19.20	07/17/2026	100-48-0000-800-00	
97531067	Books	15.24	07/17/2026	100-48-0000-800-00	
97531068	Books	9.22	07/17/2026	100-48-0000-800-00	
97531069	Books	11.84	07/17/2026	100-48-0000-800-00	
97531070	Books	38.45	07/17/2026	100-48-0000-800-00	
97531071	Books	53.77	07/17/2026	100-48-0000-800-00	
97531072	Books	83.46	07/17/2026	100-48-0000-800-00	
97531073	Books	13.52	07/17/2026	100-48-0000-800-00	
97531074	Books	26.75	07/17/2026	100-48-0000-800-00	
97531075	Books	13.90	07/17/2026	100-48-0000-800-00	
97531076	Books	16.26	07/17/2026	100-48-0000-800-00	
97604482	Books	18.00	07/17/2026	100-48-0000-800-00	
97604483	Books	19.20	07/17/2026	100-48-0000-800-00	
97604484	Books	37.20	07/17/2026	100-48-0000-800-00	
97604485	Books	18.00	07/17/2026	100-48-0000-800-00	
97637799	Books	11.76	07/17/2026	100-48-0000-800-00	
97637800	Books	174.83	07/17/2026	100-48-0000-800-00	
97637801	Books	117.56	07/17/2026	100-48-0000-800-00	
97637802	Books	285.81	07/17/2026	100-48-0000-800-00	
97637803	Books	28.16	07/17/2026	100-48-0000-800-00	
97637804	Books	255.34	07/17/2026	100-48-0000-800-00	
97637805	Books	36.24	07/17/2026	100-48-0000-800-00	
97637806	Books	29.64	07/17/2026	100-48-0000-800-00	
97637807	Books	18.83	07/17/2026	100-48-0000-800-00	
97637808	Books	45.09	07/17/2026	100-48-0000-800-00	
97637809	Books	38.58	07/17/2026	100-48-0000-800-00	
97637810	Books	16.43	07/17/2026	100-48-0000-800-00	
97669806	Books	133.80	07/17/2026	100-48-0000-800-00	
97669807	Books	39.60	07/17/2026	100-48-0000-800-00	
97686822	Books	18.00	07/17/2026	100-48-0000-800-00	
97709382	Books	121.50	07/17/2026	100-48-0000-800-00	
97739865	Books	11.98	07/17/2026	100-48-0000-800-00	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	2,513.70			
Vendor: INTBAT	Interstate All Battery Center			Check Sequence: 20	ACH Enabled: False
14506	supplies	24.40	07/17/2026	300-80-0081-500-00	
14506	supplies	24.40	07/17/2026	320-80-0082-500-00	
1916801014450	Battery jump starter	125.55	07/17/2026	100-45-0000-565-00	
1916802005914CR	Credit	-39.90	07/17/2026	100-45-0000-565-00	
	Check Total:	134.45			
Vendor: KUNLIB	Kuna Library			Check Sequence: 21	ACH Enabled: False
07/06/2026	Replace lost book	8.01	07/17/2026	100-48-0000-800-01	
	Check Total:	8.01			
Vendor: KYLEC	Carla Kyle			Check Sequence: 22	ACH Enabled: False
June 2026	June 2026 classes	25.00	07/17/2026	100-48-0000-700-02	
	Check Total:	25.00			
Vendor: 27475	Meridian Library District			Check Sequence: 23	ACH Enabled: False
07/06/2026	Replace lost book	4.63	07/17/2026	100-48-0000-800-01	
	Check Total:	4.63			
Vendor: MIDWEST	Midwest Tape LLC			Check Sequence: 24	ACH Enabled: False
509052415	Media	36.74	07/17/2026	100-48-0000-800-00	
509082935	June 2026 Digital Media	500.64	07/17/2026	100-48-0000-700-01	
	Check Total:	537.38			
Vendor: 21925	Morgan Polygraph			Check Sequence: 25	ACH Enabled: False
P-26-7209	New Hire	250.00	07/17/2026	100-45-0000-619-00	
	Check Total:	250.00			
Vendor: 28475	Nampa Public Library			Check Sequence: 26	ACH Enabled: False
07/06/2026	Replace lost book	44.00	07/17/2026	100-48-0000-800-01	
	Check Total:	44.00			
Vendor: NUBGAM	Nub Games Inc			Check Sequence: 27	ACH Enabled: False
13338	Annual Subscription	430.00	07/17/2026	100-48-0000-612-00	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	430.00			
Vendor: 29800	Oclc Inc			Check Sequence: 28	ACH Enabled: False
1000502505	WorldShare subscription	1,449.79	07/17/2026	100-48-0000-612-00	
	Check Total:	1,449.79			
Vendor: 29850	Office Depot Inc			Check Sequence: 29	ACH Enabled: False
469840855001	Toner	116.91	07/17/2026	100-48-0000-500-00	
473618093001	Toner	116.91	07/17/2026	100-48-0000-500-00	
473619184001	Paper	126.93	07/17/2026	100-48-0000-500-00	
474347517001	Toner	116.91	07/17/2026	100-48-0000-500-00	
74001	office supplies	77.80	07/17/2026	300-80-0081-500-00	
74001	office supplies	77.80	07/17/2026	320-80-0082-500-00	
	Check Total:	633.26			
Vendor: OREILLY	O'Reilly Automotive Stores, Inc.			Check Sequence: 30	ACH Enabled: False
2793-186858	108 Parts	47.99	07/17/2026	100-80-0044-565-00	
	Check Total:	47.99			
Vendor: ORION	Orion Integration Group			Check Sequence: 31	ACH Enabled: False
58355MSA	July 2026 Services	6,928.90	07/17/2026	100-52-0000-612-00	
58356	PD Backup	150.00	07/17/2026	100-52-0000-612-00	
58357	PD Backup	100.00	07/17/2026	100-52-0000-612-00	
58358	Office 365 - Library	184.49	07/17/2026	100-52-0000-612-00	
58359	Office 365	104.65	07/17/2026	300-80-0081-612-00	
58359	Office 365	104.65	07/17/2026	320-80-0082-612-00	
58359	Office 365	499.07	07/17/2026	100-52-0000-612-00	
	Check Total:	8,071.76			
Vendor: TEROVS	Terry Ovstedal			Check Sequence: 32	ACH Enabled: False
Refund	Surety refund - SUBFY2021-0009	87,687.50	07/17/2026	200-00-0000-203-01	
	Check Total:	87,687.50			
Vendor: PLAPRO	Playaway Products			Check Sequence: 33	ACH Enabled: False
539622	Media	260.74	07/17/2026	100-48-0000-800-00	
540297	Media	463.11	07/17/2026	100-48-0000-800-00	
	Check Total:	723.85			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 32950 PS000611801	Quality Art Inc Program Supplies	21.04	07/17/2026	Check Sequence: 34 100-48-0000-700-02	ACH Enabled: False
	Check Total:	21.04			
Vendor: 12400 28551	Quick & Clean Dry Cleaning Monthly dry cleaning	248.61	07/17/2026	Check Sequence: 35 100-45-0000-470-00	ACH Enabled: False
	Check Total:	248.61			
Vendor: SRWLLC 652	Snake River Wireline LLC camera work Well 10	950.00	07/17/2026	Check Sequence: 36 300-80-0081-568-00	ACH Enabled: False
	Check Total:	950.00			
Vendor: TIRCHO 129299 129411	Tire Choice #1689 U232 Tires U244 Tires	804.04 713.56	07/17/2026 07/17/2026	Check Sequence: 37 100-45-0000-565-00 100-45-0000-565-00	ACH Enabled: False
	Check Total:	1,517.60			
Vendor: TWINFAL 07/06/2026	Twin Falls Public Library Replace lost book	118.95	07/17/2026	Check Sequence: 38 100-48-0000-800-01	ACH Enabled: False
	Check Total:	118.95			
Vendor: 40750 6161596	Unique Management Services Inc June 2026 Collections	39.40	07/17/2026	Check Sequence: 39 100-48-0000-631-00	ACH Enabled: False
	Check Total:	39.40			
Vendor: 40950 CL15167 CL15167	United Oil Co 06/15 - 06/30-2026 Fuel 06/15 - 06/30-2026 Fuel	57.18 3,697.92	07/17/2026 07/17/2026	Check Sequence: 40 100-45-0047-540-00 100-45-0000-540-00	ACH Enabled: False
	Check Total:	3,755.10			
Vendor: 40510 0591 0591 0674 4532 4532 4532 4532	US Bank Amazon Computer supplies Office supplies Parking T-shirts T-shirts T-shirts Doors Parts City Hall	1,446.58 349.99 9.00 336.88 336.88 336.89 220.95	07/17/2026 07/17/2026 07/17/2026 07/17/2026 07/17/2026 07/17/2026 07/17/2026	Check Sequence: 41 100-52-0000-585-00 100-52-0000-500-00 300-80-0081-642-00 300-80-0081-469-00 320-80-0082-469-00 100-80-0050-469-00 100-80-0044-561-00	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
4532	Car Wash	31.98	07/17/2026	100-80-0044-565-00	
4532	Car Wash	95.94	07/17/2026	300-80-0081-565-00	
4532	Car Wash	15.99	07/17/2026	100-52-0000-565-00	
4532	Car Wash	66.96	07/17/2026	100-80-0050-565-00	
4532	Car Wash	108.93	07/17/2026	320-80-0082-565-00	
4532	Car Wash	31.98	07/17/2026	320-80-0085-565-00	
	Check Total:	3,388.95			
Vendor: 40511	US Bank Card			Check Sequence: 42	ACH Enabled: False
8593	Program supplies	1,800.21	07/17/2026	100-48-0000-700-02	
8593	Program supplies	51.76	07/17/2026	100-48-0000-502-00	
8593	Supplies	1,188.99	07/17/2026	100-48-0000-500-00	
8593	Equipment	493.97	07/17/2026	100-48-0000-585-00	
8593	Computer services	165.80	07/17/2026	100-48-0000-612-00	
8593	Advertising	45.90	07/17/2026	100-48-0000-640-00	
8593	Staff celebration	54.84	07/17/2026	100-48-0000-642-00	
8593	Media	42.87	07/17/2026	100-48-0000-700-01	
8593	Notary training	80.00	07/17/2026	100-48-0000-644-00	
8593	Books	201.89	07/17/2026	100-48-0000-800-00	
8593	Books	18.99	07/17/2026	100-48-0055-800-00	
8593	Supplies	187.23	07/17/2026	100-48-0055-531-00	
	Check Total:	4,332.45			
Vendor: 40512	US Bank Card			Check Sequence: 43	ACH Enabled: False
2131	Supplies	197.63	07/17/2026	100-45-0000-500-00	
2131	Office equipment	439.98	07/17/2026	100-45-0000-581-00	
2131	Bike rack	135.99	07/17/2026	100-45-0000-535-00	
2131	Fuel	222.61	07/17/2026	100-45-0000-540-00	
2959	Staff lunches	147.84	07/17/2026	100-45-0000-642-00	
2959	Monthly car washes	590.48	07/17/2026	100-45-0000-565-00	
3332	Jantz - uniform equipment	578.71	07/17/2026	100-45-0000-535-01	
3357	K9 Food	153.90	07/17/2026	100-45-0000-499-00	
5578	Bike repairs	254.95	07/17/2026	100-45-0000-565-00	
5794	Training	235.34	07/17/2026	100-45-0000-644-00	
5794	Badges	130.00	07/17/2026	100-45-0000-500-00	
5794	May 2026 Cell Phone Service	1,467.00	07/17/2026	100-45-0000-770-00	
5794	May 2026 Cell Phone Service	38.44	07/17/2026	100-45-0047-770-00	
5794	June 2026 Cell Phone Service	1,509.29	07/17/2026	100-45-0000-770-00	
5794	June 2026 Cell Phone Service	36.99	07/17/2026	100-45-0047-770-00	
5794	(2) Chamber luncheon	36.00	07/17/2026	100-45-0000-605-00	
5794	Criminal code books	166.00	07/17/2026	100-45-0000-500-00	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
5794	Parking	10.00	07/17/2026	100-45-0000-642-00	
6906	Meetings	55.33	07/17/2026	100-45-0000-642-00	
6906	Floor tray	139.47	07/17/2026	100-45-0000-565-00	
6906	Radio batteries	251.15	07/17/2026	100-45-0000-535-00	
	Check Total:	6,797.10			
Vendor: 40513	US Bank Card			Check Sequence: 44	ACH Enabled: False
0567	NBI Subscription	99.00	07/17/2026	100-49-0000-644-00	
0567	Snacks - HR training	37.61	07/17/2026	100-49-0000-644-00	
0567	Wondershare	29.99	07/17/2026	100-49-0000-500-00	
0682	Postage	20.70	07/17/2026	100-41-0000-525-01	
0682	May 2026 Recycling	6.81	07/17/2026	300-80-0081-771-01	
0682	May 2026 Recycling	6.80	07/17/2026	320-80-0082-771-01	
1390	Supplies	378.88	07/17/2026	100-41-0000-500-00	
1390	Supplies	114.04	07/17/2026	100-51-0000-500-00	
1390	Supplies	234.72	07/17/2026	100-49-0000-500-00	
1390	Queensboro order	485.90	07/17/2026	100-00-0000-129-00	
1390	Marketing committee	90.45	07/17/2026	100-41-0000-642-00	
1390	Chamber luncheon	18.00	07/17/2026	100-41-0000-642-00	
8102	Parking	45.00	07/17/2026	100-49-0000-500-00	
	Check Total:	1,567.90			
Vendor: 118	Troy VaughnT			Check Sequence: 45	ACH Enabled: False
06272026	Meadow creek LS Call out Mileage	37.70	07/17/2026	320-80-0082-642-00	
	Check Total:	37.70			
Vendor: ZENUSA	Zenner USA Inc			Check Sequence: 46	ACH Enabled: False
0113740	Meters	4,426.68	07/17/2026	300-80-0081-568-00	
	Check Total:	4,426.68			
	Total for Check Run:	269,793.03			
	Total of Number of Checks:	46			

Accounts Payable

Computer Check Proof List by Vendor

User: hhugg
 Printed: 07/20/2026 - 2:51PM
 Batch: 00724.07.2026



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1300 123378	Ada County Sheriff June 2026 language line services	198.01	07/24/2026	Check Sequence: 1 100-45-0000-619-00	ACH Enabled: False
	Check Total:	198.01			
Vendor: AMEUNI G00622824 07/26	American United Life Insurance Co July 2026 Premiums	1,712.49	07/24/2026	Check Sequence: 2 100-00-0000-202-10	ACH Enabled: False
	Check Total:	1,712.49			
Vendor: UB*04263	KELLY & PATRICK ANDERSEN Refund Check 029181-000, 291 E THURMAN T	72.59	07/17/2026	Check Sequence: 3 320-00-0000-201-00	ACH Enabled: False
	Check Total:	72.59			
Vendor: 3715 478601	Applied Concepts, Inc Lidar repair	322.50	07/24/2026	Check Sequence: 4 100-45-0000-565-00	ACH Enabled: False
	Check Total:	322.50			
Vendor: BIAGI Per Diem	Matthew Biagi IPTM traffic symposium per diem	301.00	07/24/2026	Check Sequence: 5 100-45-0000-644-00	ACH Enabled: False
	Check Total:	301.00			
Vendor: BICKELG Per Diem	Grant Bickel IPTM traffic symposium per diem	301.00	07/24/2026	Check Sequence: 6 100-45-0000-644-00	ACH Enabled: False
	Check Total:	301.00			
Vendor: 7350 04/24/2026	Boise Public Library Replace lost book	2.42	07/24/2026	Check Sequence: 7 100-48-0000-800-01	ACH Enabled: False
	Check Total:	2.42			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: CANON	Canon Financial Services			Check Sequence: 8	ACH Enabled: False
43540337	July 2026 copier lease	46.95	07/24/2026	100-45-0000-581-00	
43540338	July 2026 copier lease	228.78	07/24/2026	100-45-0000-581-00	
	Check Total:	275.73			
Vendor: CENENG	Centurion Engineers Inc.			Check Sequence: 9	ACH Enabled: False
10491	June 2026 Engineering	2,887.50	07/24/2026	220-80-0083-619-00	
10492	June 2026 Engineering	1,268.75	07/24/2026	300-80-0081-619-00	
10492	June 2026 Engineering	612.50	07/24/2026	220-80-0083-619-00	
10493	Heron Park sidewalk - URA	1,385.65	07/24/2026	100-80-0050-560-03	
	Check Total:	6,154.40			
Vendor: 33100	Century Link			Check Sequence: 10	ACH Enabled: False
333797992 07/26		421.53	07/24/2026	100-41-0000-770-00	
	Check Total:	421.53			
Vendor: 10550	City Of Boise Print and Mail Services			Check Sequence: 11	ACH Enabled: False
IN1320	Forms	90.09	07/24/2026	100-45-0000-641-00	
	Check Total:	90.09			
Vendor: DRUGFRE	Drugfree Idaho, Inc.			Check Sequence: 12	ACH Enabled: False
12472	June 2026 testing	118.00	07/24/2026	100-41-0000-619-00	
	Check Total:	118.00			
Vendor: GPS	Gills Point S Corporate			Check Sequence: 13	ACH Enabled: False
680649	U222 oil/filter	69.95	07/24/2026	100-45-0000-565-00	
682981	U243 oil/filter	69.95	07/24/2026	100-45-0000-565-00	
684278	U190 transmission/hubs	1,401.53	07/24/2026	100-45-0000-565-00	
	Check Total:	1,541.43			
Vendor: SPF	HDR-SPF Engineering Inc			Check Sequence: 14	ACH Enabled: False
1200845032	IDEQ grant support	1,265.78	07/24/2026	300-80-0081-619-00	
1200845120	Well 14 engineering	6,606.40	07/24/2026	300-80-0081-619-00	
	Check Total:	7,872.18			
Vendor: 21950	Idaho Power Co			Check Sequence: 15	ACH Enabled: False
03603	July 2026 Services	4,615.47	07/24/2026	300-80-0081-771-02	
22472	July 2026 Services	1,154.28	07/24/2026	100-45-0000-771-02	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
24263	July 2026 Services	349.57	07/24/2026	320-80-0082-771-02	
24263	July 2026 Services	2,624.49	07/24/2026	300-80-0081-771-02	
30205	July 2026 Services	20.08	07/24/2026	100-80-0060-771-02	
56047	July 2026 Services	38.58	07/24/2026	100-80-0050-771-02	
58518	July 2026 Services	48.09	07/24/2026	100-80-0050-771-02	
67789	July 2026 Services	30.78	07/24/2026	320-80-0082-771-02	
71038	July 2026 Services	26.34	07/24/2026	100-80-0050-771-02	
85392	July 2026 Services	1.53	07/24/2026	100-80-0060-771-02	
92134	July 2026 Services	190.59	07/24/2026	100-45-0047-771-02	
93282	July 2026 Services	27.73	07/24/2026	100-80-0050-771-02	
93348	July 2026 Services	31.46	07/24/2026	320-80-0082-771-02	
96794	July 2026 Services	1,789.30	07/24/2026	300-80-0081-771-02	
Check Total:		10,948.29			
Vendor: 22850	Ingram Library Service			Check Sequence: 16	ACH Enabled: False
97723504	Books	95.93	07/24/2026	100-48-0000-800-00	
97765679	Books	17.12	07/24/2026	100-48-0000-800-00	
97765680	Books	83.96	07/24/2026	100-48-0000-800-00	
97765681	Books	165.48	07/24/2026	100-48-0000-800-00	
97765682	Books	260.92	07/24/2026	100-48-0000-800-00	
97765683	Books	55.88	07/24/2026	100-48-0000-800-00	
97765684	Books	61.48	07/24/2026	100-48-0000-800-00	
97765685	Books	257.28	07/24/2026	100-48-0000-800-00	
97765686	Books	16.32	07/24/2026	100-48-0000-800-00	
97814311	Books	36.20	07/24/2026	100-48-0000-800-00	
97814312	Books	29.22	07/24/2026	100-48-0000-800-00	
97822236	Books	59.36	07/24/2026	100-48-0000-800-00	
97822237	Books	20.64	07/24/2026	100-48-0000-800-00	
97822238	Books	13.09	07/24/2026	100-48-0000-800-00	
97822239	Books	37.88	07/24/2026	100-48-0000-800-00	
97822240	Books	84.43	07/24/2026	100-48-0000-800-00	
97822241	Books	65.90	07/24/2026	100-48-0000-800-00	
97822242	Books	13.31	07/24/2026	100-48-0000-800-00	
97822243	Books	72.91	07/24/2026	100-48-0000-800-00	
97822244	Books	23.74	07/24/2026	100-48-0000-800-00	
97822245	Books	20.09	07/24/2026	100-48-0000-800-00	
97822246	Books	11.90	07/24/2026	100-48-0000-800-00	
97870954	Books	38.02	07/24/2026	100-48-0000-800-00	
97870955	Books	125.70	07/24/2026	100-48-0000-800-00	
97870956	Books	13.94	07/24/2026	100-48-0000-800-00	
97870957	Books	73.14	07/24/2026	100-48-0000-800-00	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,753.84			
Vendor: UB*04265	JOHNSON FLORAL AND DECOR			Check Sequence: 17	ACH Enabled: False
	Refund Check 020253-002, 6712 N GLENWOOD	145.31	07/17/2026	340-00-0000-201-00	
	Check Total:	145.31			
Vendor: KA	Keller Associates Inc			Check Sequence: 18	ACH Enabled: False
256753	Reed St. water/sewer project engineering	4,036.13	07/24/2026	310-80-0081-805-02	
256753	Reed St. water/sewer project engineering	4,036.12	07/24/2026	330-80-0082-805-02	
256754	33rd St. Waterline engineering	2,718.41	07/24/2026	310-80-0081-805-00	
256754URA	33rd St. Waterline engineering - URA	1,165.04	07/24/2026	310-80-0081-805-02	
256755	39th St. Waterline engineering	5,185.75	07/24/2026	310-80-0081-805-00	
256756	Well 4 improvements - URA	11,133.75	07/24/2026	310-80-0081-805-02	
	Check Total:	28,275.20			
Vendor: UB*04264	SANDRA LAWS			Check Sequence: 19	ACH Enabled: False
	Refund Check 012344-000, 9873 W SLEEPY HOLLOW	10.33	07/17/2026	320-00-0000-201-00	
	Check Total:	10.33			
Vendor: UB*04262	WENDI LEBRETT			Check Sequence: 20	ACH Enabled: False
	Refund Check 027969-001, 3587 N ADAMS ST	39.76	07/17/2026	320-00-0000-201-00	
	Check Total:	39.76			
Vendor: LUMEN	Lumen			Check Sequence: 21	ACH Enabled: False
792246074	Internet	507.89	07/24/2026	100-48-0000-710-00	
	Check Total:	507.89			
Vendor: NACFR	NACFR			Check Sequence: 22	ACH Enabled: False
Apr-Jun 2026	Apr-Jun 2026 Review Fees	2,460.00	07/24/2026	200-00-0000-201-04	
Apr-Jun 2026Adm	Apr-Jun 2026 Admin Fee	-123.00	07/24/2026	200-00-0000-201-04	
	Check Total:	2,337.00			
Vendor: UB*04267	JOSEPH ORTEGA			Check Sequence: 23	ACH Enabled: False
	Refund Check 013217-000, 6131 HAZELBROOK	55.04	07/17/2026	320-00-0000-201-00	
	Check Total:	55.04			
Vendor: 1500	Peak1 Administration			Check Sequence: 24	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
5940	July 2026 Services	117.32	07/24/2026	100-41-0000-679-00	
	Check Total:	117.32			
Vendor: PLAPRO	Playaway Products			Check Sequence: 25	ACH Enabled: False
541059	Media	636.76	07/24/2026	100-48-0000-800-00	
541485	Media	64.79	07/24/2026	100-48-0000-800-00	
	Check Total:	701.55			
Vendor: MAILFIN/ Q2436244	Quadient Leasing USA, Inc. Aug-Oct 2026 postage machine lease	724.05	07/24/2026	Check Sequence: 26 100-41-0000-525-01	ACH Enabled: False
	Check Total:	724.05			
Vendor: UB*04266	REUSEUM EDUCATIONAL INC Refund Check 017611-000, 3131 W CHINDEN	357.00	07/17/2026	Check Sequence: 27 340-00-0000-201-00	ACH Enabled: False
	Check Total:	357.00			
Vendor: 37200 31213390	State Insurance Fund 4th Qtr Installment	44,383.00	07/24/2026	Check Sequence: 28 100-00-0000-140-02	ACH Enabled: False
	Check Total:	44,383.00			
Vendor: SYRNET	Syringa Networks LLC			Check Sequence: 29	ACH Enabled: False
SMI-008402	July 2026 Phone/Internet	669.40	07/24/2026	300-80-0081-770-00	
SMI-008402	July 2026 Phone/Internet	169.40	07/24/2026	320-80-0082-770-00	
SMI-008402	July 2026 Phone/Internet	1,429.35	07/24/2026	100-41-0000-770-00	
SMI-008402	July 2026 Phone/Internet	1,926.83	07/24/2026	100-45-0000-770-00	
	Check Total:	4,194.98			
Vendor: WTE 28896	Western Trophy and Engraving L. Mitchell retirement plaque	69.70	07/24/2026	Check Sequence: 30 100-45-0000-605-00	ACH Enabled: False
	Check Total:	69.70			
	Total for Check Run:	114,003.63			
	Total of Number of Checks:	30			



DEVELOPMENT SERVICES DEPARTMENT

6015 Glenwood Street ☐ Garden City, Idaho 83714
Phone 208/472-2921 ☐ planning@gardencityidaho.org ☐
www.gardencityidaho.govoffice

To: Mayor and City Council
From: Jenah Thornborrow, Development Services Director
Subject: DSRFY2022-0022 Extension Request
Date: For July 27, 2026, City Council Meeting

REQUEST

Approval of a one-year extension of DSRFY2022-0022, Woodland Mills/ 47th Street Multi-Family¹.

This is not a public hearing. If discussion is needed, this item may be removed from the consent agenda. If this item is approved as part of the consent agenda, it is understood that the request for extension is to be approved as drafted in affirmative of the potential decision document provided in the City Council's packet.

BACKGROUND

DSRFY2022-0022, a sixty-unit multifamily development, located at 233 & 311 E 47th Street, was approved for one year on June 12, 2023. There have been two previous one-year extensions granted.

Note- current code allows for a two-year initial approval.

NOTED CAUSE FOR REQUEST

The city received a one-year extension request in writing on June 8, 2026, as summarized by staff (the complete request is included in this packet):

- The project was delayed when a planned sale to an individual or individuals intending on developing the application fell through due to financing issues on the buyer's side, requiring the applicant to regain control of the project.
- The applicant is seeking additional time to reorganize the project and finalize development details so construction can move forward.

PERTINENT CODE

The city used to review the ordinance in effect at the time of the extension request to review the extension request. The city has amended this interpretation to utilize the ordinance regarding extensions that was in effect at the time that the applicant was originally submitted to the city. Ordinance 1032-23 was in effect at the time of approval.

¹ Initial approvals are 47th Street Multi-family rather than Woodland Mills.
July 27, 2026 Council Packet

STAFF ANALYSIS

Upon reviewing the file materials, staff conclude that:

1. A timely written extension request was submitted to the city on June 8, 2026.
2. The applicant is requesting an extension of the original approval without proposing any modifications to the previously approved plan.
3. There has been no major change in the plans or policies that would affect the compatibility of the project; and
4. There are no current open code enforcement cases at the subject property.

ATTACHMENTS

- Draft potential City Council Decision
- Extension Request
- Ordinance 1032-22
- Initial: Staff report, Decision Document, Approved Plans²

² Upon the recent implementation of the City's new website, this application is no longer linked online.
July 27, 2026 Council Packet

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

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

FINDINGS OF FACT

1. The applicant is Jennifer Moher of Erstad Architects.
2. The property owner of record is Fairview Acres 311 LLC.
3. The location of the project is:
 - a. 233 E 47th Street; Parcel #R2734523676; LOTS 21 & 22 BLK 26 FAIRVIEW ACRES SUB NO 3 #3670-3680-C
 - b. 311 E 47th Street; Parcel #R2734523661; LOT 20 BLK 26 FAIRVIEW ACRES SUB NO 3
4. The application was approved for one year on June 12, 2023.
5. Ordinance ORD1032-22 was in effect at the time of the application approval.
6. There have been two previous 1-year extensions. The application expires on June 12, 2026.
7. The city received a timely additional one-year extension request in writing on June 8, 2026.
8. The following standards in the Garden City Code apply to this proposal:
 - a. GCC 8-6A-8 Expiration of Approvals

CONCLUSIONS OF LAW

The City Council reviewed the application with regard to Garden City Code, Title 8, and concludes the application **does** meet the standards of approval under G.C.C. § 8-6-A.8.

Standards	Compliant	Conclusions
GCC 8-6A-8 Expiration of Approvals	Yes	1. Good Cause exists for the request: Reasoned Statement: The City Council finds that good cause exists to grant the requested extension due to circumstances beyond the reasonable control of the applicant. The project experienced significant delays following the unexpected collapse of a longstanding purchase agreement in which the prospective purchaser was also intended to serve as the project developer. It is represented that the transaction failed due to financing issues on the purchaser's side and not as a result of any action or inaction by the applicant. The loss of the purchaser/developer disrupted the anticipated development timeline and prevented the project from proceeding as originally planned. Following the termination of the purchase agreement, the applicant was required to reassume control of the project, reevaluate development strategies, and refine project details necessary to advance the development toward construction. These efforts required time and resources and materially affected the project's timely advancement. The Council finds that these circumstances are analogous to a force majeure event because they

		were outside the applicant's reasonable control and significantly impaired the ability to move the project forward. The applicant has stated a continued commitment to the development of the property. Accordingly, the Council concludes that the unforeseen failure of the purchase and development arrangement, and the resulting need to reorganize and refine the project, constitute good cause for the requested extension. 2. The application and/or applicable city regulations have not changed. Reasoned Statement: While the City has adopted new ordinances since the approval of this project, these changes do not apply retroactively to projects approved under the prior code. The applicant is requesting an extension of the original approval without proposing any modifications to the previously approved application. 3. There has not been change in the neighborhood, plans or policies that affect the compatibility of the project: Reasoned Statement: There has not been a change in the neighborhood, plans, or policies that affect the compatibility of the project. 4. The property appears to be compliant with codes and laws: Reasoned Statement:
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		There are no current open code enforcement cases at the subject property. 5. It is in the City's best interest to grant the extension: Reasoned Statement: The City Council finds that granting the requested extension is in the best interest of the City. The approved project is a viable development that has continued to advance despite unforeseen delays and is positioned to proceed toward construction. The applicant has demonstrated a continued commitment to development of the site and has taken the necessary steps to regain control of the project and move it forward. The Council further finds that allowing the extension will preserve an approved development that is ready to proceed, avoiding unnecessary delays and inefficiencies associated with requiring a new entitlement process. Granting the extension supports timely investment in the property and allows the project to move toward construction without restarting the review process. The project will provide new residential housing opportunities and contribute to the continued development of the area consistent with the City's long-term planning objectives. Because the project is effectively ready to proceed and the applicant has demonstrated a clear intent to do so, the Council finds that granting the extension will
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		facilitate the realization of these public benefits in a timely manner. Accordingly, the Council concludes that granting the extension is in Garden City's best interest because it will enable an approved, construction-ready project to move forward, promote investment in the community, and advance the City's housing and development goals.
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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.

1. This approval is for a **one-year** extension to **June 12, 2027**.
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.

July 27, 2026

Mayor, William L. Jacobs

Date



EXTENSION REQUEST

Request Date: 6/5/2026 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: Jennifer Mohr	Name: Fairview Acres 311 LLC
Company: erstad Architects	Company: n/a
Address: 310 N 5th Street	Address: 2040 Webster Street
City: Boise	City: San Francisco
State: ID Zip: 83702	State: CA Zip: 94115
Tel.: 208-331-9031	Tel.: 208-331-9031
E-mail: jmohr@erstadarchitects.com	E-mail: jmohr@erstadarchitects.com

PROPERTY AND VARIANCE REQUEST INFORMATION

Project Name: Woodland Mills / 47th Street Multifamily

File Number: DSRFY2022-0022

Date of Approval: 6/12/23, 6/10/24, 8/11/25 **Date of Expiration:** 6/12/24, 6/12/25, 6/12/26

Site address: 233 and 311 E 47th Street, 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 letter.

Has this application or city regulations changed since approval? ☒ Yes ☐ No, if yes please explain: No change has occurred to the application, however, applicable portions of the development code have changed including GCC 8-2C-15 that has been repealed and GCC 8-2B-4 that was adopted in July 2025, which would require a significant redesign of permit-ready documents

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:

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:

Project has been submitted for building permit, see attached for additional details.

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

The project will bring 60 housing units to the area and an urban streetscape in line with the City's vision.

Jennifer Mohr 06/05/2026
Signature of the Applicant (date)

233 & 311 E 47th St, Garden City, ID 83714

Fairview Acres 311 LLC

6/4/2026

Design Review Extension Request

Fairview Acres 311 LLC respectfully requests an extension of its Design Review approval for the project located at 233 & 311 E. 47th Street.

Our intention has always been to develop and construct this project, and we remain committed to doing so today. In 2023, during a challenging market environment, we were approached by a local developer interested in acquiring the project and completing construction. After an extended due diligence and financing process, the transaction ultimately terminated in mid-2025 due to financing challenges on the buyer's side.

Following the termination, we regained control of the project and were required to revise portions of the design that had been modified to support a rental product and convert the project back to its original for-sale vision. We also completed the construction documents, and the permit set has now been submitted.

We remain very excited about this project and bringing quality homes to Garden City. Additional time is needed to complete permit review, obtain permit issuance, and secure construction financing. We respectfully request an extension of the Design Review approval to allow us to complete these final steps and move the project into construction.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, reading "Pete Gorence", is written over a horizontal line.

Pete Gorence, Director of Development

pete@marchcapitalfund.com

BY THE COUNCIL: HELLER, JACOBS, JORGENSEN, AND PAGE

AN ORDINANCE OF THE CITY OF GARDEN CITY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING THE FOLLOWING PROVISIONS: TITLE 7 ("BUILDING REGULATIONS"), CHAPTER 1 ("PURPOSE AND ADMINISTRATION"), SECTION 6 ("PERMIT TIME LIMITATION AND EXPIRATION"); SECTION 7 ("PERMIT REACTIVATION"); CHAPTER 4 ("DESIGN AND DEVELOPMENT REGULATIONS"), ARTICLE F ("SIGN PROVISIONS"), CHAPTER 5 ("LAND DIVISION REGULATIONS"), ARTICLE B ("SUBDIVISION PROCESS"), SECTION 6 ("TERM OF PERMITS"); CHAPTER 6 ("ADMINISTRATION"), ARTICLE A ("GENERAL PROVISIONS"), SECTION 8 ("EXPIRATION OF APPROVALS") BY MODIFYING THE LANGUAGE FOR PERMIT EXTENSIONS; 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 COUNCIL OF THE CITY OF GARDEN CITY, IDAHO:

SECTION 1. That Title 7 ("Building Regulations"), Chapter 1 ("Purpose and Administration"), Section 6 ("Permit Time Limitation and Expiration"), Garden City Code, be, and the same is hereby amended to read as follows:

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 ~~city council~~ 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 ~~showing that circumstances beyond the control of the applicant have prevented the action from being taken 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 ~~council~~ is authorized to grant, ~~in writing, up to two one (12) or more extensions of time, for periods not more than sixty (60) days each.~~ 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 requested in writing and good cause shall be demonstrated.

SECTION 2. That Title 7 (“Building Regulations”), Chapter 1 (“Purpose and Administration”), Section 7 (“Permit Reactivation”), Garden City Code, be, and the same is hereby amended to read as follows:

7-1-7 PERMIT REACTIVATION

A. Any expired permit may be reactivated for an additional one hundred eighty (180) days. If there have been no code changes that affect the application, the permit may only be reactivated upon the payment of a fee totaling fifty percent (50%) of the permit fee that was established at the time of issuance. All projects whose permits are expired and are under consideration for reactivation will be subject to the codes in effect at the time of reactivation and may require plan review. If a re-review is required, plan review fees equal to that specified for a new project shall be assessed. Permits that have been expired for more than thirty (30) days are not eligible to be reactivated.

SECTION 3. That Title 8 (“Development Code”), Chapter 4 (“Design and Development Regulations”), Article F (“Sign Provisions”), Section 4 (“Permit Required”), Garden City Code, be, and the same is hereby amended to read as follows:

8-4F-4 PERMIT REQUIRED

~~D. Every permit issued shall become null and void unless the work on the site authorized by such permit is completed within one (1) year one hundred eighty (180) days after its issuance; or if the work authorized on the site by such permit is suspended or abandoned for a period of one (1) year one hundred eighty (180) days, the planning official is authorized to grant, in writing, one (1) or more extensions of time, for periods not more than one (1) year hundred eighty (180) days each. The extension shall be requested in writing and justifiable cause shall be demonstrated.~~

SECTION 4. That Title 8 (“Development Code”), Chapter 5 (“Land Division Regulations”), Article B (“Subdivision Process”), Section 6 (“Term of Permits”), Garden City Code, be, and the same is hereby amended to read as follows:

8-5B-6 TERM OF 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 ~~one (1) year~~ of the approval of the preliminary subdivision, unless otherwise granted in the initial decision document; or two (2) years ~~one (1) year~~ of the combined preliminary and final subdivision unless an extension or phasing plan is approved by city council.

SECTION 5. That Title 8 (“Development Code”), Chapter 6 (“Administration”), Article A (“General Provisions”), Section 8 (“Expiration of Approvals”), Garden City Code, be, and the same is hereby amended to read as follows:

8-6A-8 EXPIRATION OF APPROVALS:

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.

SECTION 6. 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 7. That the Summary of the Ordinance, attached hereto as Exhibit A, is hereby approved as to both form and content.

SECTION 8. This ordinance shall be in full force and effect from and after passage, approval, and publication.

PASSED by the City Council and **APPROVED** by the Mayor of Garden City, Idaho, this 13th day of February, 2023.

ATTEST:

APPROVED:



Lisa M. Leiby, City Clerk



John G. Evans, Mayor

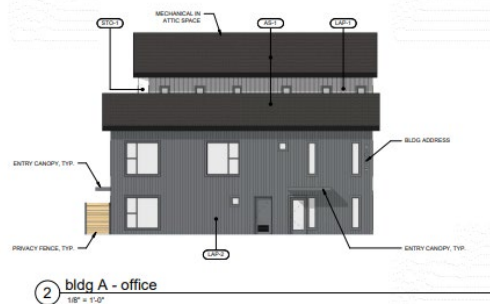
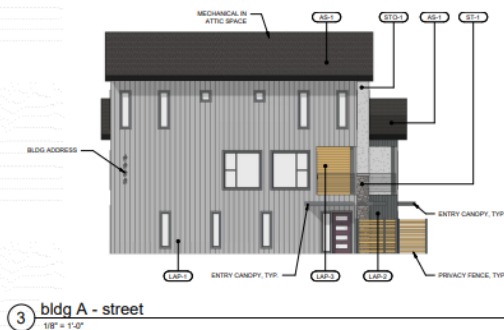




CITY OF GARDEN CITY

6015 Glenwood Street □ Garden City, Idaho 83714
Phone (208)472-2921 □ Fax (208)472-2926

File Number: DSRFY2022 - 0022
Application Scope: Formal Hearing
Location: 233 & 311 E. 47th Street
Applicant: Katrina Klum
Pre-Application Report Date: September 8, 2022
Formal Hearing Date: February 6, 2023



Staff Report
Prepared by Hanna Veal

Table of Contents

Meeting Summary	3
Project Information	3
Discussion	5
Decision Process	6
Agency Comment	7
Public Comment	8
Code/Policy Analysis.....	8

A. Meeting Summary:

This Discussion with the Design Review Committee included:

1. Northern property line doesn't have trees due to the open Thurman Mill irrigation.
2. Street elevation of the units closest to 47th street are required to address the street. End unit could be a unique structure or design.
3. Identify of the development's back structures are lost. There isn't a street, or a courtyard for the units to focus on. What is their amenity?
4. Terminal views need to end in landscaping and beautification as opposed to dwelling unit garages. Is there opportunity where drive isle can become common open area with multi-uses?
5. Rooflines, hips, gables, and facial lines all need more depth and character.
6. Parking reduction needs to be justified. Transit line has been removed and no longer opportunity.
7. Pedestrian connectivity will be implemented through the long block in association with the adjacent property (DSRFY2022-2023).

B. Project Information

Proposed Scope of Work:

Request	Review Process	Notes
Pre-application conference for a design review	8-6B-3 Design Review Committee	09/08/2022
Public Hearing	8-6B-3 Design Review Committee	01/03/2023; moved to 02/06/2023

Project Details:

- 1) Proposed development: New construction
- 2) Site Coverage: 2.06 Acres/ 89,733 sqft
 - a) Building: 41,676 sqft / 46% of site
 - b) Landscaping: 15,016 sqft / 17% of site
 - c) Paved Areas: 33,214 sqft / 37% of site
- 3) Number of Structures: 6
- 4) Number of residential units total:
 - a) Two-bedroom units: 60
- 5) Total number of vehicular parking spaces: 142
 - a) Enclosed: 120
 - b) Surface: 22
- 6) Total number of bicycle parking: 12
- 7) Fencing: Privacy fencing internal to property
- 8) Sidewalk: Attached proposed
- 9) Landscaping:
 - a) Street Trees: 7 Street Keeper Honey Locust
 - b) Parameter Landscaping: 5' perimeter landscaping with 5' pedestrian sidewalk
- 10) Connections: Bike/Pedestrian connection to adjacent property to east, for a mid-block connection to 46th Street.

Site Conditions:

- 1) Street Address: 233 and 311 E. 47th Street
- 2) Parcel Number(s): R2734523676 & R2734523661
- 3) Property Description: LOTS 21 & 22 BLK 26 FAIRVIEW ACRES SUB NO 3 #3670-3680-C & LOT 20 BLK 26 FAIRVIEW ACRES SUB NO 3
- 4) Legal Lot of Record: Yes
- 5) Property Size(s): 2.06 acres (total)
- 6) Zoning District: R-3
- 7) Zoning Overlay(s): None
- 8) Comprehensive Plan Land Use Map Designation:
 - a) Mixed Use Commercial
- 9) Floodplain Designation:
 - a) The project is not located in the floodplain according to the 2003 FIRM.
 - b) The project is in the floodplain according to FEMA's most recent modeling of the Lower Boise River, adopted by resolution 1083-20
- 10) Adjacent Uses:
 - a) Manufactured Home Park
 - b) Single Family Detached Dwelling Units
- 11) Existing Use: Manufactured Home
- 12) Easements on site: There are no records on file with Garden City of existing easements
- 13) Site Access:
 - a) Front: E 47th Street
- 14) Sidewalks: Sidewalks are installed and are in good repair.
- 15) Wetlands on site: none identified

C. Discussion

Please refer to the staff analysis of this report for further information. Items of concern that would warrant further discussion include:

- 1) On-site stormwater management – If what is shown will be capable of handling all on-site stormwater capacities and how it might impact the common open space within the site.
- 2) Design of the structures:
 - a) Architecturally addressing the street;
 - b) Privacy;
 - c) Articulation, protrusions, glazing, fenestrations, etc.;
 - d) Property management office/post office/bicycle storage areas.
- 3) Multi-family amenities for development over 20 dwelling units in size:
 - a) Location and functionality of provided amenities;
- 4) Connectivity:
 - a) Pedestrian pathways to connect with adjacent property on 46th Street;
 - b) Public pedestrian and bicycle easement.
- 5) Parking:
 - a) Deficient by 8 vehicular parking spaces;
 - b) Parking study submitted for alternatives to on-site parking.
- 6) Landscaping:
 - a) Lack of perimeter landscaping trees - not allowed along irrigation canal
 - b) 5% of the site needs to be dedicated to landscaping; shall not include perimeter landscaping square footage.
- 7) Density (34du/acre) and functionality of the site.
- 8) Tiling of the existing open irrigation facilities:
 - a) Fairview Acres approval required for relocation of 18" gravity irrigation facilities;
 - b) Design Review Committee permission required for tiling of existing open irrigation facilities.

D. Decision Process

General Provisions

A formal application will be processed per [GCC 8-6A-5 Administrative with Notice](#).

Required Decisions: The following decision processes are required for the project as governed by [GCC Table 8-6A-1](#):

Decision	Recommendation Authority	Decision Authority	Hearing Date
Design Review	N/A	Design Committee	Pre-application conference: 09/08/2022 Design Review formal hearing: 01/03/2023; 02/06/23

Required Findings:

For the approval of a Design Review Application, the Design Review Committee must find the application meets the following findings, found in [GCC 8-6B-3](#):

1. The proposed design is in conformance with the purpose of the zoning district and all dimensional regulations of that district;
2. The proposed design adheres to standards for the protection of health, safety, and general welfare;
3. The proposed design creates a sense of place and contributes to the uniqueness of the different districts and neighborhoods within the city;
4. The proposed design improves the accessibility of development to nonmotorized and public modes of transportation;
5. The proposed design supports a development pattern in nodes rather than strip commercial along arterial corridors;
6. The proposed design supports a compact development pattern that enables intensification of development and changes over time; and
7. The proposed design provides outdoor spaces and landscaping compatible with the southwest Idaho climatic conditions and that encourage pedestrian activity.
8. There has been no denial of any application on this property within one year.

Preapplication Conference Options:

Pursuant to [GCC 8-6B-3](#), a preapplication conference with the Design Review Committee is required. The purpose of the preapplication conference is threefold: to provide direction based on design objectives that are relevant to the application, determine the level of review process, and what application materials will be required.

It is appropriate for Committee to take of the following actions:

- Determine the application is ready for a formal application with the Design Review Committee.
- Delegate the decision to the Planning Official as an administrative decision.
- Request the applicant return with more information.

The direction provided by the committee at the preapplication meeting may be changed or reversed at any time during the process if the design or the scope of the project changes.

Decision

Pursuant to [GCC 8-6B-3](#), if the Design Review Committee does not delegate the decision to the Planning Official for an administrative decision, based on the required findings, the Committee shall take one of several actions:

1. Approve the application;
2. Conditionally approve the application with the requirement that the committee review further design details; or
3. Deny the application.

If there is a denial, state code requires that the decision maker identify what could be done to obtain approval.

Appeals of Decision:

Per Garden City Code [8-6A-5 Administrative Process with Notice](#), there is a 15-day period to file a written objection to the application. This period starts from the signed decision date. If a written objection is received within the 15-day period, a City Council hearing will be scheduled to decide the application. Written objections received after the 15-day objection period will not be accepted.

Pursuant to [8-6A-9 Appeals](#), there is a 15-day appeal period to appeal the decision to the City Council. This period starts from the signed decision date and runs concurrently with the 15-day objection period noted above. An appeal is \$210 and must be filed on the appeal application form provided by the City. Appeals received after the 15-day appeal period will not be accepted.

E. Agency Comments

The following agency comments were provided:

Agency	Comment Date	Summary
Department of Environmental Quality Link to Comment	01/04/2023	Standard Comments
Garden City Engineer Link to Comment	01/07/2023	• Review by the Fire district will need to include review of locations of fire hydrants.

		• Water lines need to be at least 25 feet from storm water seepage beds. • The applicant is responsible to confirm/verify that adequate sewer capacity is available and that the existing system depth is adequate to serve the site. • The applicant is responsible to verify that adequate water system supply is available to provide any fire suppression water needs. • County records appear to indicate the landowner is Fairview Acres 311, LLC, which has March Capital Management, LLC as its manager. The application and affidavit provided indicate the landowner is PITXITXI LLC. It appears a new affidavit is needed. • We did not locate a current survey of the subject property. The application material included a topographic survey that appears to include a boundary. • Please note that the Ada County surveyor's office and Garden City cooperated in joint project to re-monument the centerline of Adams Street. The result was Record of Survey No. 10116. Nearby ROS 13433 notes some of the area centerlines. The centerline of East 47th Street at Adams Street should be reviewed as the boundary of Northwind Estates may deviate from the centerline of East 47th Street.
North Ada County Fire and Rescue Link to Comment	12/30/2022	• Please submit a fire flow report. • The plans show the eave height to be exactly at 30'. Any increase will require the road widths and distances from roads to buildings to fall under the aerial fire access roadway requirements. • Fire apparatus access roads will be extended to 200 feet with the installation of fire sprinklers throughout the buildings. • Parking will only be allowed in marked parking stalls. All roadways within the project are considered fire apparatus access roads. "No parking – Fire Lane" signage is required throughout the project. Also, signage indicating "Parking allowed in marked stalls only" shall be posted at the entrances to the project.
Republic Services Link to comment	12/29/2023	• Dimensions for trash enclosure on page 7 are not shown. • Drive isle between the buildings might not be sufficient enough to turn a trash truck around.
ACHD Link to Comment (Draft)	01/30/2023	• In accordance with District policy, 7203.3, the applicant may be required to update any existing non-compliant pedestrian improvements abutting the site to meet current Americans with Disabilities Act (ADA) requirements. The applicant's engineer should provide documentation of ADA compliance to District Development Review staff for review. • Close all 5 existing unimproved driveways, located 478, 382, 351, 282, and 252-feet west of Adams Street onto 47th Street with rolled curb, gutter and 5-foot wide attached concrete sidewalk abutting the site as proposed

		Construct and pave two 22-foot wide curb cut type shared driveways onto 47th Street located 451 and 299-feet west of Adams Street.
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F. Public Comment

There were no public comments.

G. Code/Policy Review

The below serves as an analysis of applicable provisions Garden City Code, Title 8, Development Code and identified applicable policies, plans, and previous approvals.

Garden City Title 8 Code Sections			
Code Section	Review Authority	Compliance Issues	Analysis/ Discussion
Title 8, Chapter 1: General Regulations			
8-1A-4 Applicability			The regulations of Garden City Code, Title 8 Development Code of the City, shall apply and govern development and use of all properties within the corporate limits of the city.
8-1B-1 Nonconforming Properties		Complaint as Conditioned	Legal parcel of record as described – Lot Line Consolidation will be required.
8-1B-2 Nonconforming Structures		No compliance issues noted	
8-1B-3 Nonconforming Uses		No compliance issues noted	Permitted Use
Title 8, Chapter 2: Base Zoning District Regulations			
8-2B-1 Purpose		No compliance issues noted	The purpose of the four (4) residential districts is to provide a full range of housing products within the city in areas that are exclusively for residential uses. The four (4) districts are contrasted by the density and housing products that are allowed within each district. R-3 is considered to be medium density residential, with a density maximum of 35 dwelling units per acre. Which this project meets.
8-2B-2 Allowed Uses		No compliance issues noted	Multifamily Dwellings are a permitted use.
8-2B-3 Form Standards	DC	No compliance issues noted	The required setbacks are: Front: 5'/20' Interior Side: 0'/5' Rear: 15' Street side: 0' The allowable maximum height is: n/a The minimum lot size is: n/a Maximum lot coverage is: 70%

			The site consists of 41,676sqft dedicated to building coverage which makes up 46.4% of the site. There are not encroachments All properties meet the minimum street frontage.
<u>8-2C-15 Multi-Family</u>		Discussion Required	Buildings within site are setback a minimum of 10 feet apart, meeting the requirement. All multi-family developments shall provide amenities. This proposal is compliant with this requirement. The number of amenities required for multi-family developments between twenty (20) and seventy-five (75) units, three (3) amenities shall be provided, with one from each category. 1. Quality of life amenities provided: enclosed bike storage public art visible or otherwise usable by the public and outdoor kitchen/ BBQ area 2. Open space: plaza area with fire pit and benches 3. Recreation amenities: children's play structures and sports courts The common open space provided within the development contains these amenities. All multi-family developments shall record legally binding documents that state the maintenance and ownership responsibilities for the management of the development, including, but not limited to, structures, parking, common areas, and other development features. A draft potential condition of approval requiring that such documentation be provided to the City has been included. For developments with twenty (20) units or more the following are required: 1. A property management office. 2. A maintenance storage area. 3. A central mailbox location, including provisions for parcel mail that provide safe pedestrian and/or vehicular access. 4. A directory and map of the development at an entrance or convenient location for those entering the development. These items have been provided and the application will be conditioned to require the facilities for the duration of the use. Updated renderings submitted on January 11, 2023. There should be discussion regarding the location and function of the provided spaces as they appear to be secondary in nature. Building A floor plans show the location of where the office/mailroom is to be, as well as a bike storage/maintenance room.

			The updated schematic drawings show the facades of these spaces, which do not appear dominant or attention grabbing in the way one might be able identify its function. Discussion required.
Title 8, Chapter 4: Design and Development Regulations			
8-4A-3 Fences and Walls	DC	Complaint as Conditioned	Site plans do not identify fencing. Renderings show perimeter fencing. Discussion required. Any future fence or wall will be required to be in compliance with code at the time of development.
8-4A-4 Outdoor Lighting	DC	Complaint as Conditioned	Any future outdoor lighting will be required to be in compliance with code at the time of development.
8-4A-5 Outdoor Service and Equipment Areas	DC	Complaint as Conditioned	This proposal does not identify any outdoor service equipment. Any future outdoor service equipment area will be required to be in compliance with code at the time of development.
8-4A-7 Stormwater Systems	DC	May not be complaint	A draft condition of approval has been provided requiring that the stormwater systems be built in compliance with provisions of 8-4A-7. While the development services staff does not review stormwater compliance, staff has noticed that space for on-site stormwater mitigation might not be sufficient. This is cause for concern because elimination of common open space or landscaping to accommodate on-site stormwater facilities might cause non-compliance in other sections of code. It is possible to combine stormwater facilities within landscaped common open spaces, so long as plant materials are species that can withstand the anticipated changes in soil wetness and moisture levels, and any gravel/rock/ or cobble stormwater facility is designed as a dry creek bed or other design feature.
8-4A-8 Utilities	DC	Complaint as Conditioned	A draft condition of approval is provided requiring that all on-site utilities be underground.
8-4A-9 Waterways	DC	Compliant upon approval	A Fairview Acres open irrigation ditch runs parallel to the northern property boundary line, through the center of the site (Figure 1). The applicant has identified that they intend on piping the canal for the use of a pedestrian pathway connection. The City requires that all irrigation ditches, laterals, canals, and drains shall be left open and used as a water amenity or linear open space unless it can be reasonably demonstrated in a way that the design review committee can determine through a design review committee level approval that: a) The maintenance of the irrigation ditch, lateral, canal, or drain with any associated easement encumbers more than fifty percent (50%) of the property; or

			b) The irrigation ditch, lateral, canal, or drain is located on the property in such a manner that a use of the property is infeasible; or c) The irrigation ditch, lateral, canal, or drain is enclosed on both ends adjacent to the property, and the adjacent properties are fully developed in a manner that future opening of the enclosed irrigation ditch, lateral, canal, or drain is infeasible. The Design Review Committee shall grant permission for the application to tile over the existing irrigation ditch. It has been drafted in the decision document to grant permission based on the fact that the adjacent property associated with DSRFY2022-0023 at 306 E. 46th Street is being required to tile over the ditch to allow for a public access pathway. As such, the ditch will be enclosed on both the eastern side (306 E. 46th) and the west (47th Street). Fairview acres approval will be required.
8-4B-4 Multi-family Residential Dwelling Units	DC	May not be complaint	Building setbacks shall consider windows, entrances, porches and patios, and how they impact adjacent properties. • Privacy concerns related to adjacent properties along the northern and eastern property boundary line where trees are not permitted per the gravity irrigation line (GIRR). All building elevations shall have a minimum portion of the elevation devoted to architectural features designed to provide articulation and variety. These features shall include, but are not limited to, windows, bays and offsetting walls that extend at least two feet (2'); recessed entrances; and changes in material types. Changes in material types shall have a minimum dimension of two feet (2') and minimum area of twenty-five (25) square feet. • Main entrances, which are the primary point(s) of entry where the majority of building users will enter and leave, do not appear designed as an obvious entrance and focal point of the building through architectural treatment, lighting, and address identification. • The entry canopy over each door is the only design feature other than the doors themselves that which indicate it is the primary entrance. • There does not appear to be modulation along the facades of the buildings. • Roof forms have changed to include variety and detail when viewed from the street. Sloped roofs shall have a significant pitch. Flat roofs should include distinctive cornice treatments.

			Exterior building materials and finishes shall convey an impression of permanence and durability. Materials such as masonry, stone, stucco, wood, terra cotta, and tile are encouraged. The buildings provide a variety of these materials. Windows are required to allow views to exterior activity areas or vistas. Windows shall be provided on any building facing any common area used for children's recreation. Residential units adjacent to 47th Street contain glazing. Multiple Buildings On One Site: Development of multiple structures on one site shall comply with the requirements set forth in subsection <u>8-4C-4B</u>, "Multiple Nonresidential Structures On One Development Site", of this chapter.
8-4C-4 Special Provisions for Specific Non residential Development	DC	No compliance issues noted	Pathways throughout the development appear adequate. Terminal views consist of townhomes and their garages. Some landscaping is provided at the ends of long parking lot rows which will grow into the terminal view with maturity.
8-4C-5 Prohibitions	DC	No compliance issues noted	There are no visible false fronts, prefabricated structures or prohibited materials proposed with this application. There is not any crushed colored rock/crushed tumble glass utilized on the site.
8-4D Parking and Off Street Loading Provisions			
8-4D-3 Parking Design and Improvement Standards	DC	No compliance issues noted	
8-4D-4 Parking Use Standards	DC	No compliance issues noted	
8-4D-5 Required Number of Off-Street Parking Spaces	DC	May not be complaint	Required Parking Total: 150 Provided Parking: 142 Residential Parking Required: 120 Provided Parking: 120 Guest Parking Required: 30 Guest Parking Provided: 22 Deficient 8 guest parking spaces The application includes a parking waiver request which includes an analysis of multiple surrounding jurisdiction's parking requirements, Urban Land Institute, and UTI parking requirements for comparisons. Each residential unit includes a two-car garage, adequately filling the need for residential units. But the site is deficient 8 guest parking spaces, while still

			supplying 22 spaces. Additionally, 47th street could provide on-street parking, but code only allows for one of these spaces to count towards the minimum parking requirements. ACHD also could take away the ability for on-street parking. The parking waiver mentions ability for ride share, 3-bike/bike rentals, and e-scooters, however details have not been provided. Locations for such rentals are not identified on site plans. A condition has been drafted in the decision document to require a ride share parking space, e-bike parking facilities, and scooter parking facilities. <table><tr><td>Dwelling, multi-family</td><td>Total Required Parking</td><td>Required Within An Enclosed Garage</td></tr><tr><td>More than 1 bedroom</td><td>2* 60 Units= 120</td><td>1* 60 Units= 120</td></tr></table> For developments with more than 2 dwelling units there shall be 0.5 additional spaces/unit provided for guest parking. There is one bicycle space required for every 6 dwelling units necessitating 10 bicycle spaces. The application does not identify how many bicycle parking spaces are provided within the enclosed space. If the applicant intends on utilizing bicycle parking spaces as alternatives to on-site vehicular parking, a surplus beyond what is required by code is recommended.	Dwelling, multi-family	Total Required Parking	Required Within An Enclosed Garage	More than 1 bedroom	2* 60 Units= 120	1* 60 Units= 120
Dwelling, multi-family	Total Required Parking	Required Within An Enclosed Garage							
More than 1 bedroom	2* 60 Units= 120	1* 60 Units= 120							
8-4D-6 Standards for Alternatives to On Site Parking	DC	No compliance issues noted	A parking analysis has been requested for the reduction in guest parking. An enclosed bike storage location has been provided as an amenity.						
8-4E Transportation and Connectivity Provisions									
8-4E-3 Public Street Connections	DC	Complaint as Conditioned	There is a general condition of approval requiring that all streets and driveways shall adhere to the standards of a clear vision triangle at all times.						
8-4E-4 Internal Circulation Standards	DC	No compliance issues noted	The drive is 20' or greater in width.						
8-4E-6 Sidewalk Standards	DC	No compliance issues noted	The existing sidewalk meets the provision: C. Detached sidewalks shall be required unless in conflict with a street plan adopted by the transit authority and/or the city <u>or there is existing attached sidewalk on both sides adjacent to the property.</u>						
8-4E-7 Pedestrian and Bicycle Accessibility Standards	DC	Compliant as conditioned	The pedestrian pathway throughout the development connects to the primary entrances of the residential dwelling units. The pathway(s) shall be designed to connect to adjacent private property, trails, plazas, and open space areas. The property located at 306 E. 46th Street associated with DSRFY2022-0023 is adjacent to the property and coordination						

			with the adjacent property owner will be required for those connections.
8-4G Sustainable Development Provisions		Not Compliant – Compliant as conditioned	The development is required to provide 6 points. The development only provides 5 points because the 4 points dedicated to the transit stop location being within ¼ a mile is not applicable. While the application is not compliant with the required 6 points, it has been conditioned to meet compliance by providing at least 1 more point to meet minimum requirements of the sustainability checklist. The nearest bus stop located at W. Chinden Blvd. and W. 45th St. SW is about 0.5 miles away. The 4 points identified in the sustainability checklist do not count as it is greater than ¼ a mile away. The site is about 0.8-0.9 miles away from the nearest TOD node of W. Chinden Blvd. and 50th Street. An easily accessible area is provided for the collection and storage of recycling materials (1 Pt.) Two parking spaces are provided below the habitable space (1 pt. per space/ 2 pts per du). Drip irrigation system is proposed. (2 Pt.) Total: 5 per dwelling unit.
8-4H Flood Hazard	Planning Official	Complaint as Conditioned	The City highly encourages that the applicant build to the best available data identified in the FIS study due to the potential cost of flood insurance and safety concerns for the property. Should the applicant choose not to build above the base flood elevations identified in the FIS, the City will request that the applicant record a Flood Acknowledgement on the property.
8-4I Landscaping and Tree Protection Provisions			
8-4I-3 General Landscaping Standards and Irrigation Provisions	DRC	No compliance issues noted	
8-4I-4 Landscaping Provisions for Specific Uses	DC	Compliant as conditioned	A minimum of five percent (5%) of the gross site area shall be landscaped areas, excluding areas for setback or perimeter landscaping. Unknown square footage of landscaping. The landscape plans show that 16% of the site consists of landscaping, however, it includes the perimeter and setback area square footage. The applicant has stated that 10,696sqft, equal to 11.8% of the site is dedicated to landscaping (excluding perimeter/setback areas). A minimum of one class III or class II tree shall be planted in the frontage and every adjacent streetside. An additional class I tree shall be planted in the corresponding setback for every increment of fifty feet (50') of linear feet of frontage. 47th Street Requirements (300LF): 7 Class II Street Trees

			Trees Provided: 7 Class II Street Keeper Honey Locust Trees <i>*The applicant should discuss with ACHD immediately regarding clear vision triangles adjacent to 47th Street and the proposed location of street trees.</i> A minimum of one tree per one thousand (1,000) square feet of landscaped area and one shrub per one hundred fifty (150) square feet of landscaped area shall be planted. 15,016sqft of landscaping is provided. 15 trees & 100 shrubs required. Adequate trees and shrubs provided.
8-4I-5 Perimeter Landscaping Provisions	DC	Discussion Required	Perimeter landscaping is required along the common property line between a multi-family residential use and a single-family or two-family residential use or vacant single-family or two-family zoned property. Perimeter landscaping has been provided for on all sides of the property. However, the northern, and portions of the eastern property line do not include trees due to utilities. Grasses and shrubs have been provided for in these locations. A condition has been drafted to allow for the lack of required perimeter trees, so long as a mix of deciduous and evergreen screening plants are installed. Though there are Crabapple and Ornamental Pear trees proposed closer to the units fronts staff has concerns regarding privacy.
8-4I-6 Parking Lot Landscaping Provisions	DC	No compliance issues noted	Parking lot landscaping appears to be compliant with code.
8-4I-7 Tree Preservation Provisions	DC	Compliant as conditioned	A tree mitigation plan and certified arborist report will be required for the existing trees on site. Mitigation is required for all 4" caliper or greater healthy trees. Mitigation at a 1:1 ratio will be required. It has been conditioned to require proper mitigation either through on-site landscaping or the City's tree mitigation fund. Caliper inches that require mitigation: 179.75 Caliper inches provided: 140 Deficient 39.75 caliper inches
8-4L Open Space Provisions			
8-4L-3 General Open Space Standards	DC	No compliance issues noted	Not enough information to review.
8-4L-5 Open Space Standards for Multi-family Developments	DC	No compliance issues noted	For any new multi-family development: A minimum of eighty (80) square feet of private, usable open space shall be provided for each unit. Documents submitted on January 11th show compliance. Common Open Space Requirements:

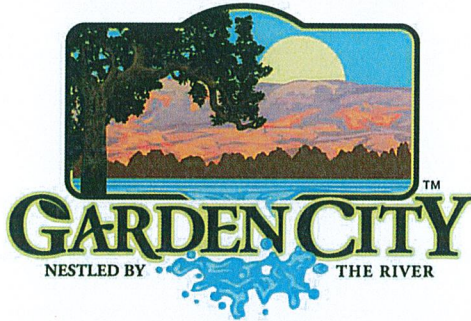
			Cover page sheet dr0.01 notes that 18,138sqft of common open space is provided when 15,200sqft is required. Common open space sheet dr1.12 shows what areas count towards the common open space calculations.
Title 8, Chapter 6, Article A: Administration			
8-6A-3 General Application Process		No compliance issues noted	The application was reviewed and considered complete within 30 days of submittal, a notice of application acceptance was issued to the applicant, and staff started processing the application.
8-6A-4 Required Application Information			No application waivers requested pursuant to 8-6A-4A.
8-6A-5 Administrative Process with Notice		No compliance issues noted	A notice of intent was sent to adjoining property owners within 300' and agencies with jurisdiction. If no objections are filed within 15 days, the Design Review Committee's decision shall be considered final. Objections will be heard by City Council following the public hearing provision set forth in section GCC 8-6A-7. Conditions of approval that are deemed necessary to protect the public health, safety, and welfare, and prevent undue adverse impacts on surrounding properties may be required.

Other Items Reviewed	
Plan/Policy	Discussion/ Analysis
Garden City Comprehensive Plan	This application is in future land use designations of the Comprehensive Plan: a) Mixed Use Commercial The application may be supported by: Goal 1. Nurture the City - a.) 1.4 Objective: Create a premier destination place to live, work, and recreate. Goal 2. Improve the City Image - a.) 2.3 Objective: Promote quality design and architecturally interesting buildings. - b.) 2.4 Objective: Create a vision for the design of all streets and highways consistent with city's urban setting. Goal 4. Emphasize the "Garden" in Garden City - a.) 4.3 Objective: Beautify streets, sidewalks and gateways with landscaping, trees, and public art. Goal 7. Connect the City - a.) 7.4 Objective: Maintain and improve standards for sidewalks, curbs and gutters. Goal 12. Evolve as a Destination - a.) 12.1 Objective: Support a positive business environment

	The application may not be supported by: Goal 2. Improve the City Image a.) 2.3 Objective: Promote quality design and architecturally interesting buildings. Goal 6. Diversity in Housing a.) 6.2 Objective: Continue to be a leader and set an example for the region in creating a diversity of housing. b.) 6.3.3 Action Step: Continue to explore opportunities that encourage mixed income housing in new developments.
Garden City Street Light Policy	A streetlight is installed along E. 47th Street in accordance with the policy. The streetlight appears to be located on the property. Plans for removal and/or relocation will need to be discussed with Public Works. The applicant has stated that they plan to maintain the current streetlight.



Figure 1: Fairview Acres Irrigation - Open Canal



CITY OF GARDEN CITY

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

BEFORE THE GARDEN CITY COUNCIL MAY 22, 2023

APPEAL PURSUANT TO THE GARDEN CITY CODE SECTION 8-6A-9

APPEAL OF TOM SCHAPPACHER: RE DESIGN REVIEW COMMITTEE APPROVAL OF THE SITE PLAN FOR APPLICATION FILE DSRFY2022-0022 LOCATED AT 233 E. 47th STREET, GARDEN CITY IDAHO, 83714.

Tom Schappacher for appellant

Jeff Bower with Givens Pursley for respondent and property owner

John G. Evans, Mayor

Tom Schappacher appeals the Design Review Committee approved site plan, specific to trash enclosure location and number of parking spaces of design review application file DSRFY2022-0022 for a multi-family apartment development located 233 E. 47th Street and 311 E. 47th Street. His request is to vacate the approval and amend the placement of the trash enclosure and require additional parking. During the appeal hearing the appellant clarified that the sight, sound, and smell regarding the location of the trash enclosure were of principle concern. The appellant noted that parking was a minor concern.

BACKGROUND

On March 6, 2023, a Design Review application was approved for DSRFY2022-0022.

The application provides 142 of the 150 required parking spaces. Each of the 60 units provides the required 2 spaces and there are an additional 22 guest spaces. The Garden City Code permits one parking space to be off-site. This results in the project being deficient in 7 of the required 30 guest parking spaces. The applicant provided a parking analysis and covered bicycle parking. A reduction in parking was permitted per GCC 8-4D-6 Standards for Alternatives to On-Site Parking.

In discussions with the applicant, the Design Review Committee requested if the enclosure could be relocated from the southern perimeter of the project to a more central location. The applicant noted design constraints that resulted in the Design Review Committee requesting that there be two enclosures. The reasoning for this was:

1. The constraint of locating the enclosure in the central location available would negate the provided amenities required by Garden City Code 8-2C-15 and preclude a terminal view into the development required by Garden City Code 8-4C-4.B.3.
2. As the distance between the trash enclosure and some units would be far, a centralized or more than one enclosure would be more usable for the tenants of the project.
3. The use of two enclosures would result in less activity at each enclosure, reducing the burden to each of the adjacent properties.

On March 18, 2023, Tom Schappacher filed a timely appeal to the Garden City Council.

On May 1, 2023, the applicant requested that the trash enclosures be consolidated into one enclosure on the south side of the development to alleviate the appellant's concern regarding the location of the trash enclosures. The applicant submitted that one enclosure would have adequate capacity to service the entire development. The Design Review Committee did not concur with the request. The Design Review Committee noted that the issues related to the amount of activity at the enclosure and the need for accessible access for tenants would remain the same as the initial proposal for the enclosure on the south side of the development.

ACTION TO BE TAKEN

The City Council is tasked with determining whether the Design Review Committee made the decision in accordance with applicable laws and regulations. The Council makes its decision on the record presented in front of the Design Review Committee.

Per Garden City Code 8-6A-9, the City Council decision may include, in part, or entirety, the action to ***grant the appeal, grant with conditions, remand to the Design Review Committee for additional proceedings***, and/or ***deny the appeal***.

EVIDENCE FOR APPEAL

The evidence provided by the appellant to support the appeal is:

1. [8-6A5.F \[Administrative Process with Notice\]](#) Conditions of approval that are deemed necessary to protect the public health, safety, and welfare, and prevent undue adverse impacts on surrounding properties may be required.
2. [8-4D-6 Standards for Alternatives to On Site Parking](#) is subjective.

FINDINGS OF FACT AND PROCEDURAL HISTORY

1. The application is for a design review for new construction of multi-family development with multiple structures.
2. There has been no denial of any Design Review application on this property within one year of this application.
3. The applicant is Katrina Klum.
4. The property owner of record is Fairview Acres 311 LLC.
5. The location of the project is:
 - a. 233 E. 47th Street; Ada County Assessor parcel number R2734523676 NUMBER; described as LOTS 21 & 22 BLK 26 FAIRVIEW ACRES SUB NO 3 #3670-3680-C;
 - b. 311 E. 47th Street; Ada County Assessor parcel number R2734523661; described as LOT 20 BLK 26 FAIRVIEW ACRES SUB NO 3.
6. The properties are legal lots of record.
7. The application is for a design review for the use of multi-family dwelling unit(s). The scope of the design review is limited to the entire property.
8. The subject properties are 2.06 acres.
9. The project is in the R-3 Medium Density Residential.
10. The project is not located in a zoning overlay.
11. The project is located in the Mixed-Use Commercial designation of the Garden City Comprehensive Plan Land Use Designation.
12. The project is not located in the SFHA according to the 2003 FIRM.
13. The project is in the AE flood hazard category according to the 2017 FIS.
14. The following standards apply to this proposal:
 - a. Garden City Code 8-1A-4 Applicability
 - b. Garden City Code 8-1B Existing Nonconforming Properties, Structures, and Uses
 - c. Garden City Code 8-2B Base Zoning District Regulations
 - d. Garden City Code 8-2C Land Use Provisions
 - e. Garden City Code 8-4A Design and Development Regulations- General Provisions

- f. Garden City Code 8-4B-3 Single Family and Two-Family Attached and Detached Dwelling
- g. Garden City Code 8-4B-4 Multi-family Residential Dwelling Units
- h. Garden City Code 8-4C Design Provisions for Nonresidential Structures
- i. Garden City Code 8-4D Parking and Off-Street Loading Provisions
- j. Garden City Code 8-4E Transportation and Connectivity Provisions
- k. Garden City Code 8-4G Sustainable Development Provisions
- l. Garden City Code 8-4H Flood Hazard
- m. Garden City Code 8-4I Landscaping and Tree Protection Provisions
- n. Garden City Code 8-4L Open Space Provisions
- o. Garden City Code 8-6A-3 General Application Process
- p. Garden City Code 8-6A-4 Required Application Information
- q. Garden City Code 8-6A-5 Administrative Process with Notice

15. The following plans and policies apply to this proposal:

- a. Garden City Comprehensive Plan
- b. Garden City Sidewalk Policy
- c. Garden City Street Light Policy

16. The applicant provided the following application information:

Materials Provided Per GCC Table 8-6A-2 Required Application Information			
Provided			
Yes	No	Waived pursuant to GCC 8-6A-4	
X			Compliance Statement
X			Neighborhood Map
X			Site Plan
X			Landscape Plan
X			Schematic Drawings
X			Lighting Plan
X			Topographic Survey
X			Grading Plan

X			Will Serve
X			Approved Address

17. Additional application materials submitted include:
- Floor Plans.
 - Affidavit of Legal Interest.
 - Parking Study.
 - Arborist Report.
 - Fire Flow.
 - Ability to Serve.
 - Open Space Diagram.
 - Sustainability Checklist.
 - Application.
 - Statement of Intent.
18. Agency Comments were received from:
- Ada County Highway District dated January 30, 2023, and February 1, 2023.
 - Garden City Engineer dated January 7, 2023.
 - Department of Environmental Quality dated January 1, 2023.
 - North Ada County Fire and Rescue dated December 30, 2023.
 - Republic Services dated December 29, 2023, and January 7, 2023.
19. Written public comments were received from:
- Josef Rice, dated January 31, 2023
 - Tom Schappacher, dated February 26, 2023
20. The following noticing was completed in accordance with GCC 8-6A and GCC 8-6B-3:

Noticing Requirement	Required Date	Completion Date
Receipt of application		10/12/2022
Letter of Acceptance	11/12/2022	11/09/2022
Radius Notice	01/22/2023	12/30/2022
Interested Parties	n/a	n/a
Legal Notice	01/18/2023	01/03/2023
Agency Notice	01/22/2023	12/29/2022
Property Posting Sign	01/27/2023	12/22/2022
Affidavit of Property Posting and Photos	01/30/2023	12/22/2022

21. On September 8, 2022, in accordance with GCC 8-6B-3, a pre-application conference was held with the Design Committee. The Committee provided the following comments and requests:
 - a. Katrina Klum presented the application.
 - b. Discussion with the Design Review Committee included:
 - i. Northern property line does not have trees due to the open Thurman Mill irrigation.
 - ii. Street elevation of the units closest to 47th street is required to address the street. The end unit can be a unique structure or design.
 - iii. Identify if the development's back structures are lost. There is not a street, or a courtyard for the units to focus on. What is their amenity?
 - iv. Terminal views need to end in landscaping and beautification as opposed to dwelling unit garages. Is there an opportunity where the drive isle can become common open area with multi-uses?
 - v. Rooflines, hips, gables, and facial lines all need more depth and character.
 - vi. Parking reduction needs to be justified. Transit line has been removed and no longer opportunity.
 - vii. Pedestrian connectivity will be implemented through the long block in association with the adjacent property (DSRFY2022-2023).
22. On January 3, 2023, a public hearing before the Design Review Committee was held and the application was moved to the date certain of February 6, 2023, due to noticing errors.
23. On February 6, 2023, a public hearing before the Design Review Committee was held. A summary of the discussion is as follows:
 - a. Katrina Klum presented the application.
 - b. The staff member, Hanna Veal, presented the staff report.
 - c. Public testimony was heard from:
 - i. Tom Schappacher; trash enclosure location, noise, and privacy concerns. Parking deficiency will move people to park on the street which already lacks parking. Tassing of the structure creates privacy concerns.
 - ii. David Bedford: single trash location for 60 units should not be adjacent to other residential properties.
 - iii. Jason Jones: move trash enclosure to center of development where existing guest parking spaces are proposed.
 - d. Katrina Klum provided rebuttal:
 - i. The trash enclosure is to be enclosed by CMU walls, privacy gates, and can set the schedule for trash pick-up.
 - ii. Multiple trash enclosures were discussed as well as individual bins. Parking spaces conflict with enclosure location options.

- iii. Perimeter fencing proposed along all property lines excluding the front and locations allowing for cross access with adjacent DSRFY2022-0023 property (306 E. 46th Street).
 - iv. Privacy screening of the amenities and front porches.
 - v. Open irrigation ditch amenity through the center of the property was considered, but on-site storm water mitigation conflicted with the option. The Irrigation district required the new line to be at the northern property boundary.
 - 1. Irrigation district requires that it not be paved over.
 - vi. Will be connected to city water, not utilizing Fairview Acres canal for irrigation.
- e. Public testimony was closed.
- f. Discussion included:
 - i. Visual way-finding elements need to be added to the development's amenity rooms (bike storage, office, mailroom).
 - 1. Articulation of the façade to help enhance the façade and create visually identifiable space.
 - 2. Changes to facade materials could help identify the use and function.
 - ii. Units adjacent to 47th Street need to address the street more. A dynamic relationship between development and street is required.
 - iii. Building C interaction with the overall development has improved but requires additional design features such as access.
 - iv. The plaza area towards the rear appears secondary in function.
 - 1. Add and enhance "node" features to create stronger connection with 47th Street towards the rear of the property by traversing the central spine to get access to rear units and connection to DSRFY2022-0022 (306 E. 46th Street).
 - 2. Common drive should become more pedestrian oriented as it crosses the "amenity spine" at rear of property.
 - v. A trash enclosure should be centralized if multiple enclosures are not provided.
 - vi. Missed opportunity to utilize the on-site irrigation.
 - vii. Lack of supporting documentation for the relocation of the canal. Need additional documentation showing other potential locations for the ditch.
 - 1. The loss of perimeter landscaping is caused by the proposed location of the tiled irrigation ditch.
 - 2. The new location of irrigation ditch is not the best solution.
 - viii. Fencing should not be placed along 47th Street.
- g. Committee Member Labrie moved to continue to a date certain of March 6, 2023.
- h. Committee Member Hurd seconded the motion.
- i. The motion carried unanimously.

24. On March 6, 2023, a public hearing before the Design Review Committee was held:
- a. Katrina Klum presented the application.
 - b. Staff Hanna Veal presented the staff report.
 - c. Public testimony was heard from:
 - i. Tom Schappacher; Trash enclosure primary concern. They should be located toward the center of the development, not along the perimeter where neighboring properties are impacted. Lack of guest parking spaces on-site will cause 47th Street to absorb the excess vehicles.
 - ii. David Beadford; Proposed trash enclosure located adjacent to neighbor's front doors. Request to be relocated prior to construction. Prefer relocation of enclosure over guest parking spaces.
 - d. Katrina Klum provided rebuttal:
 - i. The trash enclosures are 10' – 15' setback from the property line with landscaping and a fence acting as screening between them and the adjacent properties.
 - ii. Condition item #4 regarding landscaping is no longer necessary due to the slight relocation of the irrigation canal.
 - iii. Surface parking is for guest parking.
 - e. Public testimony was closed.
 - f. Discussion included:
 - i. Remove wall-like fences along 47th street.
 - ii. The space between the common sports court and the common drive parking area should be softened without impeding the pedestrian crossing.
 - iii. The pedestrian crossing shall be identified with texturized concrete material.
 - iv. Trash enclosures are acceptable as proposed due to the setback, landscaping, and fencing.
 - v. The common plaza area between the two rear buildings shall be widened if possible.
 - 1. The two buildings shall contain architectural features that open to the plaza area. Doors, windows, patios, etc. that face the plaza area would suffice.
 - vi. Condition #7 regarding the easement shall state that the easement shall be as wide as the common open space.
 - vii. Condition #4 shall be amended to require a mix of evergreen and deciduous plantings. The perimeter landscaping shall consist of trees due to the relocation of the gravity irrigation ditch.
 - g. Committee Member Hurd moved to approve the application as drafted in the draft decision in the affirmative with draft conditions of approval with the following modifications to the conditions of approval:
 - i. Amend condition #7 to state that the easement shall be as wide as the common open space.

- ii. Amend Condition #4 to require perimeter landscaping trees.
- iii. The front buildings shall remove the wall-like fencing of the front units facing 47th Street.
- iv. The space between the common sports court and the common drive parking area should be softened without impeding the pedestrian crossing.
- v. The pedestrian crossing shall be identified with texturized concrete material.
- vi. The common plaza area between the two rear buildings shall be widened if possible.
 - 1. The two buildings shall contain architectural features that open to the plaza area. Doors, windows, patios, etc. that face the plaza area would suffice.
- h. Committee Member Labrie seconded the motion.
- i. The motion carried unanimously.

25. The record contains:
- a. Application Documents
 - b. Noticing Documents
 - c. Agency Comments
 - d. Written Public Comments
 - e. Staff report
 - f. September 8, 2022, Design Review Committee Pre-Application Minutes and Audio
 - g. January 3, 2023, Design Review Committee Hearing Minutes and Audio
 - h. February 6, 2023, Design Review Committee Hearing Audio and Minutes
 - i. March 6, 2023, Design Review Committee Hearing Audio and Minutes
 - j. Design Review Committee Signed Findings of Fact, Conclusions of Law, and Decision
 - k. Appeal documents

26. Required Findings: To approve a design review application, the following findings and reasoned statements were made:

GCC 8-6B-3 DESIGN REVIEW: REQUIRED FINDINGS			
Conclusion			
Compliant	Not Applicable to this Application	Not Compliant	Standard
X			Finding 1. The proposed design is in conformance with the purpose of the zoning district and all dimensional

			regulations of that district;
			Explanation: As proposed and conditioned, the application meets this finding. The application is in conformance with the reviewed sections of code noted in this decision and in conformance with the dimensional regulations of the R-3 zoning district. The proposed multi-family development is a permitted use within the zoning district.
X			Finding 2. The proposed design adheres to standards for the protection of health, safety, and general welfare;
			Explanation: This proposal will not unreasonably diminish the health, safety, or welfare of the community as proposed and conditioned. The proposed pedestrian pathway connection to the adjacent property on 46 th Street will enhance the overall connectivity of the neighborhood by providing cross access within a long subdivision block. Additionally, the proposed amenities of the development promote community wellbeing and open spaces.
X			Finding 3. The proposed design creates a sense of place and contributes to the uniqueness of the different districts and neighborhoods within the city;

			Explanation: The application meets this finding. The application is in conformance with the vision set forth in the Comprehensive Plan's Mixed-Use Commercial Future Land Use Designation by proposing high-density, three-story townhome units more urban in character. Additionally, the use and the proposed structural design is cohesive with the adjacent uses surrounding it.
X			Finding 4. The proposed design improves the accessibility of development to nonmotorized and public modes of transportation. Explanation: The application meets this finding. The application proposes a new pedestrian pathway connecting 47th Street to an adjacent property with a public cross access easement to 46th Street. As conditioned, the site promotes non-vehicular modes of transportation.
X			Finding 5. The proposed design supports a development pattern in nodes rather than strip commercial along arterial corridors; Explanation: This application is conducive to development in a node pattern as envisioned in the Garden City Comprehensive Plan.

X			Finding 6. The proposed design supports a compact development pattern that enables intensification of development and changes over time; and Explanation: The proposed design, as conditioned in this decision, meets this finding by developing a currently low-density residential lot while maximizing pedestrian circulation through a system of pathways and plaza space that which connect the development to adjacent developments.
X			Finding 7. The proposed design provides outdoor spaces and landscaping compatible with the southwest Idaho climatic conditions and that encourage pedestrian activity. Explanation: As conditioned, the proposed design provides outdoor spaces and landscaping compatible with the southwest Idaho climatic conditions and encourages pedestrian activity. The landscape plans are conditioned to meet the requirements of 8-4I, and pedestrian connectivity meets the requirements of 8-4E.

27. The record was reviewed by the Design Committee to render the decision.
28. On March 6, 2023, the Garden City Design Review Committee approved the subject application.

29. On March 18, 2023, a timely appeal, requesting that the decision of the Design Review Committee be vacated, was filed with the City by Tom Schappacher.
30. On April 4, 2023, the appellant, applicant/respondent, property owner, and interested parties were notified that the appeal would be held on May 8, 2023, in accordance with Section 8-6A-9 of the Garden City Code.
31. On May 8, 2023, the City Council continued the appeal to a date certain of May 8, 2023, due to delays in the city receiving the transcripts.
32. On May 22, 2023, prior to commencing the appeal hearing, Mayor Evans:
 - a. Asked each Council Member if they had any conflicts of interest related to the appeal. Each Council Member and Mayor Evans disclosed that they had no conflicts of interest.
 - b. Identified each item being appealed. The appellant affirmed that the two identified items noted in his written appeal were the only items being appealed. No concerns with the record were acknowledged by the appellant and applicant/respondent.
 - c. Noted the order of the hearing; and
 - d. Identified that the Council decision would be to affirm, vacate, remand, and/or reverse the Design Review Committee's decision.

CONCLUSIONS REGARDING ISSUES RAISED ON APPEAL

Per Garden City Code 8-6A-9, City Council shall determine whether the application should be: granted, granted with conditions, remanded to the Design Review Committee for additional proceedings and findings, or be denied. In conjunction with the code, the Garden City administrative rules indicate the City Council may: affirm, vacate, remand, and/or reverse the Design Review Committee's decision.

The City Council is tasked with determining whether the Design Review Committee made the decision in accordance with applicable laws and regulations. The Council makes its decision on the record presented in front of the Design Review Committee and evidence provided by the appellant and respondent.

DECISION

WHEREFORE, based upon the foregoing Findings of Fact and Conclusions of Law, the City Council concurs with and adopts the Design Review Committee's findings of fact and conclusions of law. Furthermore, the Council finds that the Design Review Committee's findings, inferences, conclusions, and decisions are not in violation of constitutional or statutory provisions; are not in excess of the statutory authority; are not made upon unlawful procedure; are based on substantial evidence; and are not arbitrary, capricious, or an abuse of discretion. Therefore, the City Council **AFFIRMS**

the Design Review Committee decision as amended to require that the trash enclosure height be increased, and thereby **DENIES** the appeal.

REVISED CONDITIONS OF APPROVAL

Site Specific Requirements:

Scope:

1. The building permits must be in conformance with the approved plans. Staff may approve minor changes to the approvals so if they are compliant with Garden City Code including:
 - a. Substitutions of plant species, if there is no reduction in landscaping and the species are comparable in height and width. Substitutions of trees must be of the same or larger tree classification and be comparable or larger in tree canopy and height.
 - b. Less than 5% of rearrangement of elevations or building façade materials if there is no reduction in building modulation, fenestration, or glazing.
 - c. Less than 5% of rearrangement of site.
2. The existing Fairview Acres irrigation ditch is permitted to be tiled based on the Design Review Committee's determination per Garden City Code 8-4A-9:
 - a. The irrigation ditch, lateral, canal, or drain is enclosed or will soon be enclosed on both ends adjacent to the property, and the adjacent properties are or will be fully developed in a manner that future opening of the enclosed irrigation ditch, lateral, canal, or drain is infeasible.
3. The site is permitted to have a maximum parking deficiency of 9 vehicular parking spaces based on Garden City Code 8-4D-6 Standards for Alternatives to On-Site Parking if the site provides:
 - a. Ride-share parking space.
 - b. E-bike parking facilities.
 - c. Scooter parking facilities.

Prior to Building Permit Issuance:

1. A lot line consolidation shall be applied for review. The record of survey shall be recorded with the county prior to construction.
2. The landscaping shall be compliant with Garden City Code 8-4I Landscaping and Tree Protection Provisions:
 - a. A minimum of five percent (5%) of the gross site area shall be landscaped areas, excluding areas for setback or perimeter landscaping.
3. The pedestrian pathway system shall be designed to connect adjacent private property, trails, plazas, and open space areas.
 - a. The pedestrian pathway shall stub in with the adjacent public access pathway associated with DSRFY2022-0023 located at 306 E. 46th Street.

- i. The pedestrian pathway shall be installed so that the hardscape transition between the two properties is even.
 - b. A public pedestrian and bicycle cross access easement shall be provided through the site to connect 47th Street with the adjacent public pedestrian access easement.
 - i. The location of the pathway shall be designed in a direct manner and not involve a significant amount of out of direction travel for likely users.
 - c. The pathway shall be a minimum of 5' wide.
 - d. The public pedestrian and bicycle cross access easement shall be a minimum of 5' wide.
 - e. Pedestrian amenities shall be provided along the pathway to support defensible space, crime prevention, pedestrian comfort, and accessibility.
4. The front buildings shall remove the wall-like fencing of the front units facing 47th Street.
 5. The space between the common sports court and the common drive parking area shall be softened without impeding the pedestrian crossing.
 6. The common plaza area between the two rear buildings:
 - a. Should be widened if possible.
 - b. The two buildings shall contain architectural features that open to the plaza area. Doors, windows, patios, etc. that face the plaza area would suffice.

Prior to Occupancy:

1. Occupancy of the site shall not commence until after a Certificate of Occupancy has been obtained from Garden City Development Services Department.
2. The CMU trash enclosure on the north side of the property shall be increased by two rows of the CMU blocking from that which was approved by the Design Review Committee.
3. A building permit shall be applied for and approved by Garden City Development Services Department.
4. The buildings that are interior to the development must be 10' apart from one another.
5. A copy of recorded legally binding documents that state the maintenance and ownership responsibilities for the management of the development, including, but not limited to, structures, parking, common areas, and other development features shall be provided to the City.

6. Any existing chain-link fence, chain-link with slats fence, barbed wire fence, or any other prohibited fencing materials according to GCC 8-4A-3 shall be removed and replaced with code compliant materials. All proposed fencing shall be compliant with GCC 8-4A-3 Fences and Walls.
7. There will be a minimum of 10 bicycle parking spaces provided.
8. The open space located at the rear of the property shall not be constructed upon or fenced in. It shall remain open and unbuildable to always remain open space shared with the adjacent property associated with DSRFY2022-0023.
 - a. An easement, the width of the common open space, shall be provided to assure this condition.
9. Contrasting hardscape material shall be installed at the drive aisles to better identify the pedestrian crossings within the development.
 - a. The pedestrian crossing shall be identified with texturized concrete material.
10. Perimeter landscaping shall be installed along all property boundaries in accordance with Garden City Code 8-4I-5 Perimeter Landscaping Provisions.
 - a. The northern and portions of the eastern property boundaries perimeter landscaping shall consist of screening vegetation to enhance the privacy between the subject property and those adjacent.
 - b. The landscape shall consist of both evergreen and deciduous plants.
11. Mitigation shall be required for all existing trees four-inch (4") caliper or greater that are removed or damaged from the site.
 - a. Mitigation shall be replacement of the total calipers lost on site up to an amount of one hundred percent (100%) replacement.
 - b. 179.75 caliper inches shall be mitigated for.

Site Specific Requirements for the Duration of the Use:

1. 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 public art visible or otherwise usable by the public and outdoor kitchen/ BBQ area;
 - b. Open space: plaza area with fire pit and benches;
 - c. Recreation amenities: children's play structures and sports courts.
2. A property management office must be on site, and tenants, and outside members of the public or police must be able to get a hold of emergency services 24- hours of the day.
3. A maintenance storage area must be provided.

4. A central mailbox location is provided in accordance with this approval.
5. A directory and map of the development is located at the entrance or convenient location for those entering the development.
6. All roof and wall mounted mechanical, electrical, communications, and service equipment should be screened from public view from the adjacent public streets and properties using parapets, walls, fences, enclosures, or by other suitable means.
7. Any future fence or wall will be required to be in compliance with code at the time of development.
8. The northern property boundary line shall have a mix of evergreen and deciduous screening vegetation, including the required trees.

General Requirements:

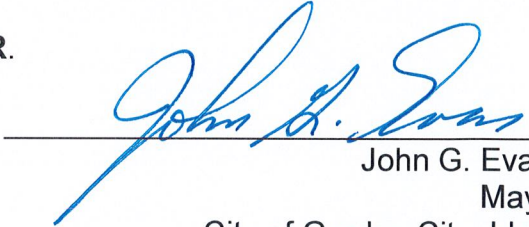
1. This review and approval are specific to the design of the project. Final approval is subject to the approval of other reviewing agencies. Any more restrictive standards adopted and made applicable by any Transportation Authority, Fire Authority or other Federal, State or Local regulatory agencies shall prevail. This approval shall not annul any portion of the Garden City Code or other applicable regulation unless specifically noted.
2. Any changes to the plans and specifications upon which this approval is based, other than those required by the above conditions, will require submittal of an application for modification and approval of that application prior to commencing any change.
3. All improvements and operations shall comply with applicable local, state, and federal requirements and procedures whether specifically addressed in the analysis of this application or not. This shall include but not be limited to 8-4A General Provisions of Design and Development Regulations; 8-4I-3 and Landscape Maintenance Provisions 8-4I-9; and Standards for Transportation and Connectivity Provisions identified in 8-4E.
4. All utilities on the site, including telephone, cable television, and electrical systems shall be underground and in compliance with Garden City Code 8-4A-8.
5. Driveway openings in curbs shall comply with the requirements of the Transportation Authority. The driveway shall be straight or provide a 28-foot inside and 48-foot outside turning radius.
6. Plant materials which exhibit evidence of insect pests, disease, and/or damage shall be appropriately treated to correct the problem. Dead plant materials shall be replaced.
7. Where landscaping might impact motorist or pedestrian sight distance, shrubs shall be maintained below three feet (3') in height and trees shall be pruned so that the lowest branches will be at least seven feet (7') above the ground level.
8. A three-foot (3') clearance zone shall be maintained around the circumference of fire hydrants.

9. Retain and protect existing trees, vegetation, and native soils and integrate these features into the overall landscape plan as required by or exempted from Garden City Code 8-4I and as shown in the approved landscape plans.
10. Required landscape areas shall be at least seventy percent (70%) covered with vegetation at maturity, with mulch used under and around the plants. Use of mulch, organic or rock as the only ground cover in required planting areas is prohibited.
11. If trees are staked, the stakes shall be removed within twelve (12) months to prevent damage to the tree.
12. All planting areas that border driveways, parking lots, and other vehicle use areas shall be protected by curbing, wheel stops, or other approved protective devices.
13. Trees shall be planted at least three feet (3') from curbs, sidewalks, driveways, and other hard surfaces to buffer from stress caused by vehicle overhang and compacted soils or planted with sufficient space to provide for the full maturity of the tree species.
14. All other plant material, except sod or ground cover, shall be set back a minimum of one foot (1') from any curb edge to protect from vehicle overhang and mechanical damage.
15. The landscape installation shall stabilize all soil and slopes.
16. All required landscaping shall be provided with an automatically controlled irrigation system in conformance with the best management practices for automatic irrigation systems.
17. Demonstrate compliance with or an exemption from Garden City Code 8-4G prior to certificate of occupancies.
18. This approval is for this application only. Additional permits, licenses and approvals may be necessary. All other applicable permits must be obtained prior to a Certificate of Occupancy.
19. Property Maintenance Standards shall be maintained as required by the Garden City Code.
20. The property owner is responsible for the maintenance of all landscaping and screening devices required.
21. All outdoor living spaces must comply with Garden City Cod 8-3C General Provisions- Living Space Requirements.
22. All outdoor service and equipment areas shall comply with Garden City Cod 8-4A-5 Outdoor Service and Equipment Areas.
23. All stormwater systems must comply with Garden City Code 8-4A-7.
24. Materials submitted after the decision shall not be considered part of the record for this decision. If additional materials or information is submitted after the decision the application may be remanded to the decision-making body during which time the decision shall be stayed if there is no immediate threat to life or safety.
25. Any changes in the design, construction, operation, or use shall be brought to the immediate attention of the Planning Official for determination if the changes are in substantial conformance with the City's action. Any modification to approved plans shall require submittal and approval of these modifications prior to construction. Final approval is based on substantial conformance with the plans reviewed and approved.

26. Any substantial changes to the design shall be reviewed by the Design Review Committee for compliance with Garden City Code 8-4. Any other changes that are not in substantial conformance with the approval shall be remanded to the decision-making body.
27. Occupying the site prior to Certificate of Occupancy is a criminal offense.
28. This approval shall expire 365 days from its approval, unless otherwise extended as allowed by Garden City Code.
29. If any term or provision of this decision, to any extent, is held invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby, but each such remaining term and provision shall be valid and enforced to the fullest extent permitted by law.
30. The date that this opinion is signed is the date of action.
31. The decision of the Council shall be final.
32. Final decisions are subject to judicial review pursuant to The Idaho Administrative Procedures Act, Title 67, Chapter 65 of Idaho Code. Any applicant or affected person seeking judicial review of compliance must first seek reconsideration of the final decision within fourteen (14) days. A takings analysis pursuant to Idaho Code may be requested on final decisions.

Russ Heller, Bill Jacobs, James Page **CONCUR.**

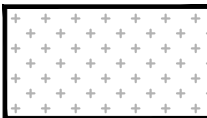
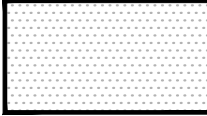
Dated this 12th day of June 2023



John G. Evans
Mayor
City of Garden City, Idaho

PLANT SCHEDULE					
TREES	BOTANICAL / COMMON NAME	CONT	CAL	QTY	REMARKS
	Carpinus caroliniana 'CCSQU' TM / Palisade American Hornbeam	B&B	2"	13	30'h x 15'w
	Celtis occidentalis 'JFS-KSU1' TM / Prairie Sentinel Hackberry	B&B	2"	14	45'h x 12'w
	Gleditsia triacanthos inermis 'Draves' TM / Street Keeper Honey Locust	B&B	2"	7	45'h x 20'w
	Liquidambar styraciflua 'Slender Silhouette' / Columnar Sweet Gum	B & B	2"	5	40'h x 8'w CLASS II
	Malus ioensis 'Prairie Rose' / Prairie Rose Crabapple	B&B	2"	26	20'h x 18'w
	Pyrus calleryana 'Jaczam' TM / Jack Ornamental Pear	B&B	2"	4	18'h x 11'w
	Tilia americana 'Redmond' / Redmond American Linden	B&B	3"	6	50'h x 30'w Class II
SHRUBS	BOTANICAL / COMMON NAME	CONT	FIELD2	QTY	REMARKS
	Baptisia sphaerocarpa 'Screamin' Yellow' / Screamin' Wild Indigo	3 gal		20	3'h X 5'w
	Calamagrostis x acutiflora 'Karl Foerster' / Feather Reed Grass	5 gal		140	5'h x 3'w
	Chaenomeles japonica 'Texas Scarlet' / Japanese Flowering Quince	5 gal		28	3'h x 5'w
	Helictotrichon sempervirens 'Blue Oats' / Blue Oat Grass	2 gal		6	3'h x 3'w
	Juniperus conferta 'Blue Pacific' / Blue Pacific Shore Juniper	5 gal		54	1'h x 6'w
	Juniperus scopulorum 'Medora' / Medora Juniper	10 gal		6	10'h x 3'w, Drought Tolerant
	Panicum virgatum 'RR1' TM / Ruby Ribbons Switch Grass	5 gal		13	42'h x 30'w
	Pennisetum alopecuroides 'Karlay Rose' / Karley Rose Fountain Grass	2 gal		52	3'h x 3'w
	Physocarpus opulifolius 'Donna May' TM / Little Devil Dwarf Ninebark	5 gal		18	4'h x 4'w
	Pinus mugo 'Mops' / Mops Mugo Pine	5 gal		26	5'h x 5'w
	Rhamnus frangula 'Fine Line' / Fine Line Buchthorn	5 gal		12	7'h x 3'w
	Salvia nemorosa 'East Friesland' / East Friesland Perennial Sage	2 gal		6	18'h x 24'w
	Schizachyrium scoparium 'The Blues' / The Blues Little Bluestem	5 gal		29	3'h x 3'w, Drought Tolerant
	Schizachyrium scoparium 'Prairie Blues' / Prairie Blues Little Bluestem	2 gal		98	3'h x 2'w

LANDSCAPE MATERIALS LEGEND:

	SOD LAWN
	LANDSCAPE ROCK MULCH - SEE NOTE 5/L100



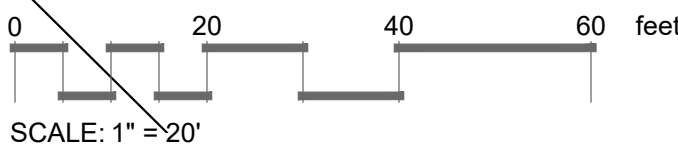
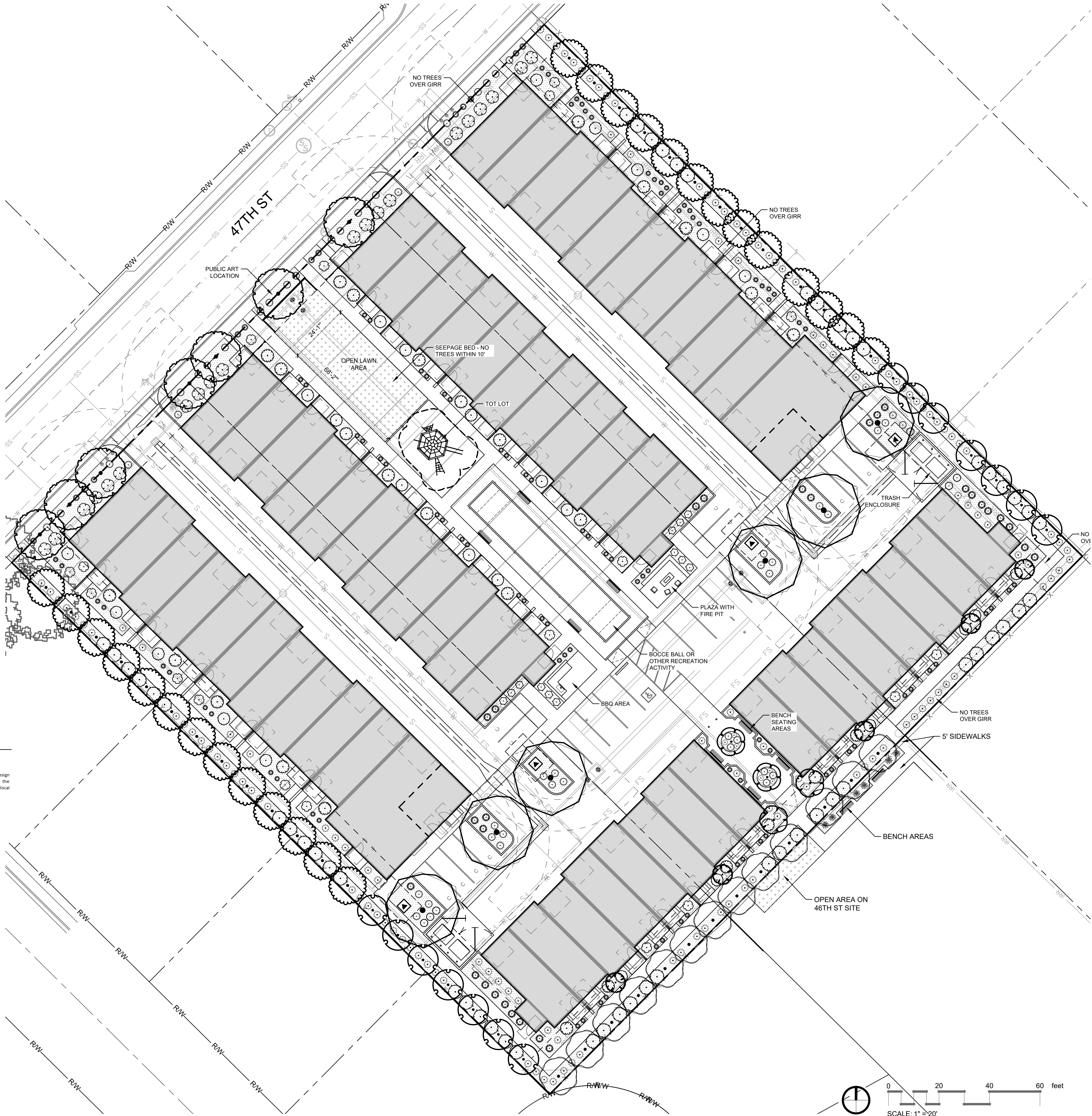
DESIGN REVIEW
APPROVED PLANS

Date: 06/12/2023

These plans have been reviewed for compliance with Garden City Code 8-4 and approved by the Garden City Design Review Committee. This review does not relieve the Owner, Design Professional, or the Contractor of the responsibility to design or construct these facilities in compliance with all current applicable federal, state and local laws, rules, regulations, or ordinances. Applicable permits to proceed with construction are required.

AMENITY TABLE	
AMENITY TYPE	AMENITY PROVIDED
QUALITY OF LIFE AMENITIES	PUBLIC ART
	OUTDOOR KITCHEN / BBQ AREA
OPEN SPACE AMENITIES	OPEN GRASSY AREA
	PLAZA WITH FIRE PIT
RECREATION AMENITIES	CHILDREN'S PLAY STRUCTURE
	SPORTS COURT / BOCCIE BALL

PROJECT DETAILS	
SITE COVERAGE	AREA / PERCENTAGES
BUILDING COVERAGE	41,876 SQ.FT. (46.4%)
LANDSCAPE COVERAGE	15,016 SQ.FT. (16.7%)
PAVED COVERAGE	33,214 SQ.FT. (36.9%)
TOTAL AREA	89,906 SQ.FT.



LANDSCAPE
ARCHITECTURE
& MASTER PLANNING

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StackRockGroup.com

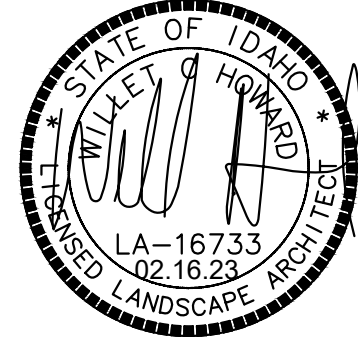
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NOT FOR CONSTRUCTION

47TH STREET APARTMENTS

233 & 311 47TH STREET, GARDEN CITY, IDAHO

REVISIONS

MRK	DATE	Description

JOB NO: 22-2350
DATE: 02.16.2023
DRAWN BY: DW
CHECKED BY: WH

DRAWING TITLE

LANDSCAPE
PLAN

SHEET NUMBER

L101



DESIGN REVIEW APPROVED PLANS

Date: 06/12/2023

These plans have been reviewed for compliance with Garden City Code 8-4 and approved by the Garden City Design Review Committee. This review does not relieve the Owner, Design Professional, or the Contractor of the responsibility to design or construct these facilities in compliance with all current applicable federal, state and local laws, rules, regulations or ordinances. Applicable permits to proceed with construction are required.

LANDSCAPE NOTES:

1. REGULATIONS & STANDARDS

- 1.1. All contractor work shall be conducted in accordance with ISPPWC (Idaho Standard Public Works Construction), 2020 (or most recent published); and City of Garden City, ID codes, standards and state and local regulations.

2. EXISTING CONDITIONS

- 2.1. All utilities shall be located prior to construction and protected. Any damage to structures, utilities or concrete will be replaced at contractor's expense.
- 2.2. The site has many existing improvements such as underground utilities, curb and gutter, light poles and sidewalks.
- 2.3. See Engineer's plans for information about existing features.
- 2.3.1. Refer to civil plans for all existing and/or proposed drainage pipes & locations, utilities. Protect all drainage at all times, protect all utilities at all times.

3. GRADING & SITE PREPARATION

- 3.1. Prepare finish grades for planting by grubbing and removing weeds. If necessary apply Round-Up (or equivalent herbicide), using a certified applicator. Remove rocks and other materials over 2".
- 3.2. All gravel overtop to be removed and disposed of off site.
- 3.3. Finish grade to be smooth transition to allow for entire site to be a natural flowing space.
- 3.4. Fine grade lawn areas to elevations set by Engineer's plans with positive drainage away from structures.
- 3.5. Refer to Engineer's plans for grading information & for all drainage pipes and locations. Protect and retain drainage at all times.
- 3.6. No pooling or standing water will be accepted per industry standards.

4. SOILS

- 4.1. Lawn areas shall receive 12" min depth of screened topsoil.
- 4.2. All planter beds shall receive 18" min depth of screened topsoil.
- 4.3. Reuse of existing topsoil that has been stockpiled on site is permitted if:
 - 4.3.1. Topsoil is tested and analyzed to ensure a proper growing medium. Provide additional amendments as determined by soil tests.
 - 4.3.2. Topsoil is to be loose, friable sandy loam that is clean and free of toxic materials, noxious weeds, weed seeds, rocks, grass or other foreign materials.
 - 4.3.3. Topsoil shall have a pH of 6.5 to 8.0.
 - 4.3.4. If on site topsoil does not meet these minimum standards contractor is responsible for providing approved imported topsoil or improving onsite topsoil per the approval of the project manager.
- 4.4. If imported topsoil is used it must be from a local source and be screened free of any debris or foreign matter. Topsoil must not

contain rocks, sticks, lumps, or toxic matter and has a pH of 6.5-8.0.

- 4.5. Smooth, compact, and fine grade topsoil in lawn areas to smooth and uniform grade. 5" below adjacent surfaces.
- 4.6. Amend all new plantings with 2 parts topsoil, 1 part compost.

5. LAWN AREAS

- 5.1. Sodded lawn to be tall turf-type fescue, or approved other.
- 5.2. Sodded lawn to be regionally/locally harvested, lay sod within 24 hours of harvesting.
- 5.3. Lay sod to form a solid mass with offset, tightly fitted joints on even grades.
- 5.4. Any existing lawn that is damaged shall be replaced with sodded lawn of the same type of existing lawn.
- 5.5. All lawn areas adjacent to planter beds, gravel areas, or aggregate pathways shall have 4" black steel edging installed per manufacturer recommendations. Other applications to be approved by owner and landscape architect.
- 5.6. Lawn adjacent to buildings, structures shall be a minimum of 18" away from foundations. Lawn adjacent to fences or other screening elements shall be a minimum of 9" away.

6. PLANTER BED MULCH

- 6.1. All planter beds to receive 3" depth of black & tan mini rock mulch or approved equal, submit for approval prior to placement. Install over commercial grade weed barrier fabric per manufacturer recommendations.

7. PLANTS

- 7.1. All plant material shall be installed per industry standards.
- 7.2. All plant material shall meet or exceed the minimum federal standards as regulated by ANSI z60.1, American Standard for Nursery Stock. Plants not meeting these standards for quality, or plants determined to be unhealthy by Owner's representative, will be rejected.
- 7.3. All Ball and Burlap trees to be installed per Balled and Burlapped planting detail. All shrubs to be installed per detail. Trees and shrubs over 30" shall not be planted within clear vision triangles.
- 7.4. Fertilize all trees and shrubs with 'Agriform' planting tablets or approved equal. Apply per manufacturers recommendations.
8. IRRIGATION
- 8.1. Irrigation system shall be built to the following specifications:
- 8.2. Adhere to city codes when connecting to city water.

- 8.3. All irrigation material to be new with manufacturers' warranty fully intact.

- 8.4. Install outdoor rated controller in specified location on plan, in a lock box with 2 keys. Coordinate with project manager and general contractor on exact location.

- 8.4.1. Controller to have On/Off rain switch or rain shut off device that does not alter program.

- 8.5. All remote control valves (including master control valve) to have flow control device.

- 8.6. Irrigation system piping to be minimum class 200 PVC or approved equal, sleeves to be double the size of pipes located within, all wires to be contained in separate sleeves 1-1/2" dia min.

- 8.7. All pipe above 3" caliber to be gasketed, with approved joint restraints at all 45, TEE, ELL, 22, 11.

- 8.8. Use common trenching where possible.

- 8.9. All PVC located under hardscapes to be schedule 40 PVC with same req's as above.

- 8.10. All wires to be Paige wire 7350 or 7351 direct bury wire at a minimum of 12" below finished grade.

- 8.11. Connect mainline to point of connection in approximate location shown on plan.

- 8.12. Contractor is responsible complying with all codes and paying all permits necessary.

- 8.13. Sprinkler heads shall have matched precipitation within each control circuit. Velocities shall not exceed 5 feet per second.

- 8.14. All drip irrigation to be buried 2" below finished grade.

- 8.15. Water schedule to be provided at a min of 80% evapotranspiration as determined by the local ET.

- 8.16. Install all irrigation per irrigation drawings. utilize material specified or approved equal.

- 8.17. Contractor shall confirm the static water pressure at least five days before construction begins and to contact the landscape architect in writing if the pressure is below 80 psi.

- 8.18. If any discrepancies are found, then local codes shall prevail.

9. CONTRACTOR RESPONSIBILITIES
- 9.1. Estimated quantities are shown for general reference only. Contractor shall be responsible for all quantity estimates.

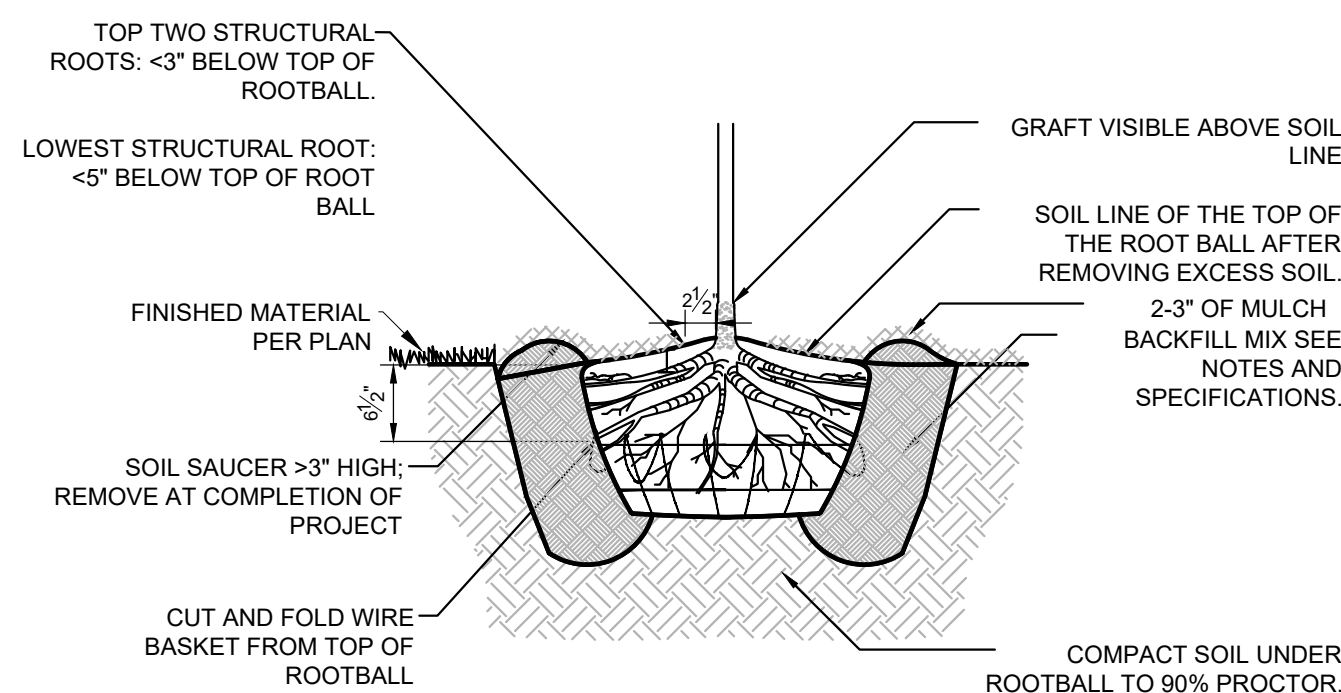
- 9.2. All plant material and workmanship shall be guaranteed for a period of one year beginning at the date of Acceptance by Owner. Replace all dead or unhealthy plant material immediately with same type and size at no cost to Owner.

- 9.3. Landscape contractor to turn in as built drawings at the end of project. Substantial completion will not be granted until 2 copies @ 1"=20' scale are turned in and approved by owner's representative.

10. In the event of a discrepancy, notify the Landscape Architect immediately.

NOTES:

1. DO NOT DAMAGE OR CUT LEADER
2. DO NOT DISTURB ROOT OR DAMAGE ROOT BALL WHEN INSTALLING TREE OR TREE STAKES.
3. TREE STAKING SHALL BE AT THE DISCRETION OF CONTRACTOR. HOWEVER ANY TREES DISTURBED FROM PLUMB DURING THE PLANT WARRANTY PERIOD WILL BE REPAIRED OR REPLACED AT CONTRACTOR'S EXPENSE.
4. WATER PLANTS THOROUGHLY IMMEDIATELY AFTER INSTALLATION.
5. REMOVE ALL BURLAP, TWINE, ROPE, OR MATERIAL FROM THE TOP 1/2 OF THE ROOTBALL.
6. 4" DIAMETER PLANTER BED/MULCH RING AROUND THE TRUNK OF THE TREE. 3" OF MULCH MIN. DO NOT PLACE MULCH WITHIN 2" OF TRUNK OF TREE.

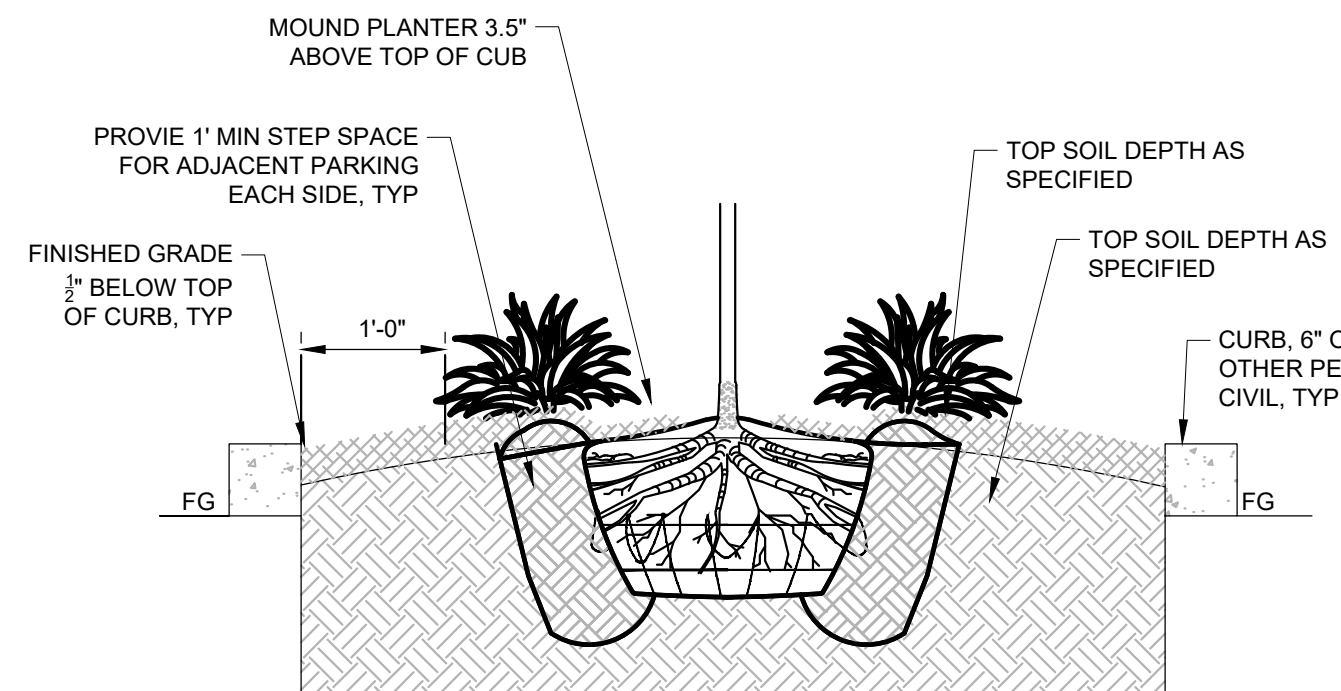


1 BALL AND BURLAP TREE PLANTING

3/4" = 1'-0"

NOTES:

- CURB & ADJACENT PAVEMENT PER CIVIL OR HARDSCAPE PLANS
- TREE & SHRUB TO BE INSTALLED PER RESPECTIVE DETAILS
- PLANTS & MULCH PER PLAN



3 PLANTER ISLAND DETAIL

3/4" = 1'-0"

P-CO-01

NOTE:
REMOVE ALL TAGS, TWINE OR OTHER NON BIODEGRADABLE MATERIALS ATTACHED TO PLANT OR ROOT MASS.

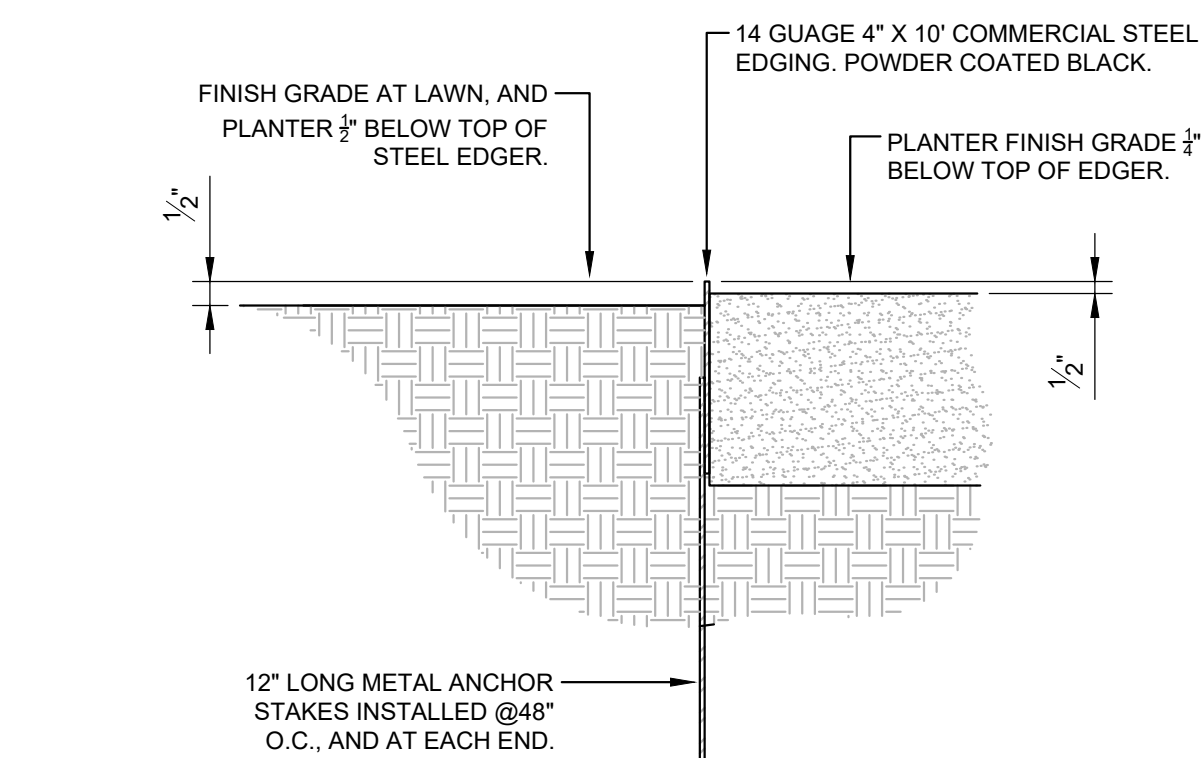
FOLD BURLAP FROM TOP OF ROOT BALL DOWN INTO GROUND; SET TOP OF BALL FLUSH WITH FINISH GRADE

12" TO 18" FOR LARGER SHRUB ROOT BALLS. MAKE DEPTH MIN. 4" DEEPER THAN BALL)

SOIL SURFACE ROUGHENED TO BIND WITH NEW SOIL

2 SHRUB PLANTING

1" = 1'-0"



4 STEEL LANDSCAPE EDGING

3" = 1'-0"

LANDSCAPE REQUIREMENTS:

CODE REQUIREMENTS PER GARDEN CITY, ID

STREET BUFFER:

- * 1 CLASS III OR II TREE PER 50 LF

STREET NAME	LENGTH (LF)	TREES REQUIRED	TREES PROVIDED
E 47TH ST	300'	7	7

PERIMETER LANDSCAPE REQUIREMENTS:

- * (1) TREE FOR EVERY 15 LF OF PERIMETER LENGTH (OR AS APPROPRIATE TO THE SELECTED SPECIES) TO QUICKLY ESTABLISH CONTINUOUS CANOPY COVERAGE.

STREET NAME	LENGTH (LF)	TREES REQUIRED	TREES PROVIDED
SOUTHWEST PROPERTY LINE	300'	20	20
SOUTHEAST PROPERTY LINE	300'	20	16**
NORTHEAST PROPERTY LINE	300'	20	20

** REDUCED TREE COUNT DUE TO GRAVITY IRRIGATION LINE.

GENERAL LANDSCAPE REQUIREMENTS:

- * (1) TREE PER 1,000 SQ. FT. AND (1) SHRUB PER 150 SQ. FT.
- * TREES MAY BE SUBSTITUTED FOR UP TO 1/2 OF THE REQUIRED SHRUBS AT THE RATE OF ONE TREE FOR EVERY 10 SHRUBS AND VICE VERSA.

TOTAL LANDSCAPE AREA (MINUS PERIMETER)	TREES REQ'D / PROVIDED	SHRUBS REQ'D / PROVIDED
8,808 SQ. FT. (9.8%)	9 / 9	59 / 299

BIODIVERSITY REQUIREMENTS:

TOTAL TREES ON SITE	NUMBER OF SPECIES REQUIRED	NUMBER OF SPECIES PROVIDED
71	5	7

MINIMUM PLANT SIZES:

PLANT TYPE:	MINIMUM SIZE
• EVERGREEN TREES:	6'-0" HT. MIN.
• ORNAMENTAL TREES:	2" CALIPER MIN.
• SHADE TREES:	2" CALIPER MIN.
• WOODY SHRUBS:	2 GAL. MIN.

ACHD NOTES:

1. CONTRACTOR SHALL CONTACT/COORDINATE WITH DIGLINE & ACHD PRIOR TO INSTALLING TREES TO ENSURE THERE ARE NO CONFLICTS WITH FIBER OPTIC CABLES, OR OTHER UTILITIES.
2. IN FIBER OPTIC CABLES MUST BE RELOCATED, THIS WILL BE AT THE OWNER'S EXPENSE PER ACHD.
3. "TREES SHALL NOT BE PLANTED WITHIN 10' OF ACHD STORM DRAIN PIPE, STRUCTURES OR FACILITIES", or 10' WITHIN A FIRE HYDRANT
4. "SEEPAGE BEDS MUST BE PROTECTED FROM ANY AND ALL CONTAMINATION DURING THE CONSTRUCTION AND INSTALLATION OF THE LANDSCAPE IRRIGATION SYSTEM
5. NO TREES OR SHRUBS OVER 36" HIGH SHALL BE PLANTED WITHIN THE 40'X40' CLEAR VISION TRIANGLES AT INTERSECTIONS
6. SOD SHALL BE WASHED SOD, PER ACHD REQUIREMENTS.

TREE MITIGATION CALCULATIONS:

SIGNIFICANT / GOOD CONDITION TREES TO BE REMOVED:

- * 153.25" OF ELM, ASH, AND CATALPA TREES
- * SIGNIFICANT TREES SHALL BE MITIGATED 1:1 RATIO

MITIGATION OVERVIEW:

TREE(S) REMOVED	MITIGATION REQ'D	MITIGATION PROV'D
• 153.25" OF SCRUB OAK	153.25"	156" (VIA 75 NEW TREES)



LANDSCAPE ARCHITECTURE & MASTER PLANNING

(208) 345-0500
404 S 8th St. #154
Boise, ID 83702
StackRockGroup.com

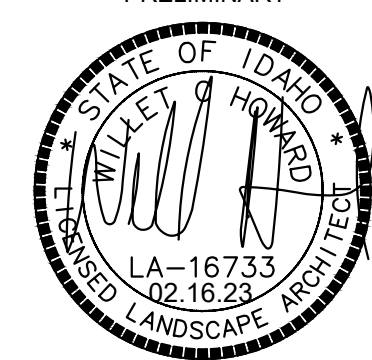
WILLET C HOWARD, PLA
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NOT FOR CONSTRUCTION

47TH STREET APARTMENTS

233 & 311 47TH STREET, GARDEN CITY, IDAHO

REVISIONS

MRK	DATE	Description

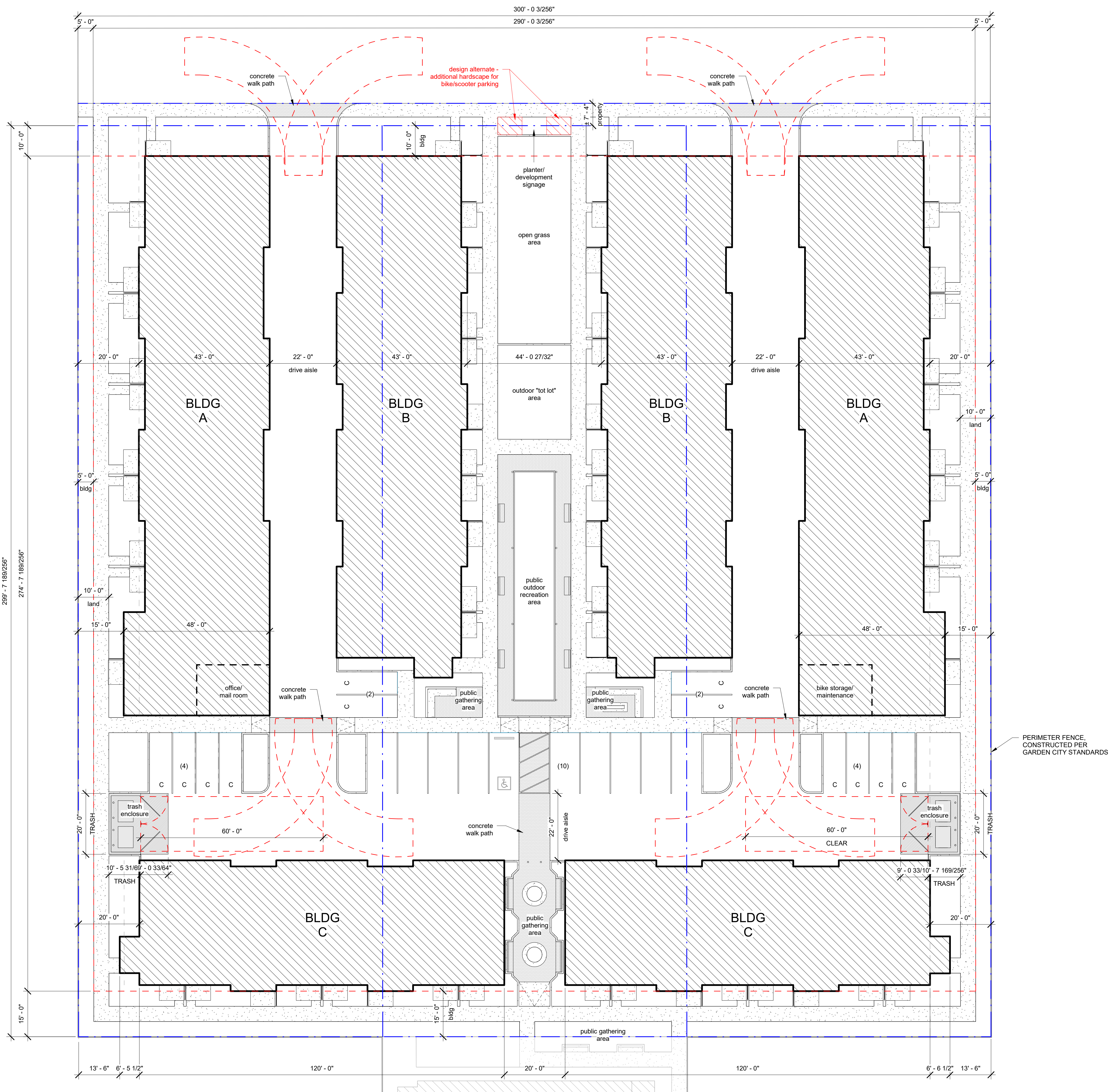
JOB NO:	22-2350
DATE:	02.16.2023
DRAWN BY:	DW
CHECKED BY:	WH

DRAWING TITLE

LANDSCAPE NOTES & DETAILS

SHEET NUMBER

L100



1 architectural site plan - DR
1/16" = 1'-0"

NOT FOR
CONSTRUCTION


erstad ARCHITECTS, PA
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phone: (208) 331-1561 fax: 331-1563 www.erstadarchitects.com

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47th Street Apartments
233 & 311 47th street
garden city, idaho 83714

revision:		
no.	desc.	date

project: 220204
date: 07.07.22
drawn: sa,ym
checked: kk

design
review

architectural
site plan
dr1.11



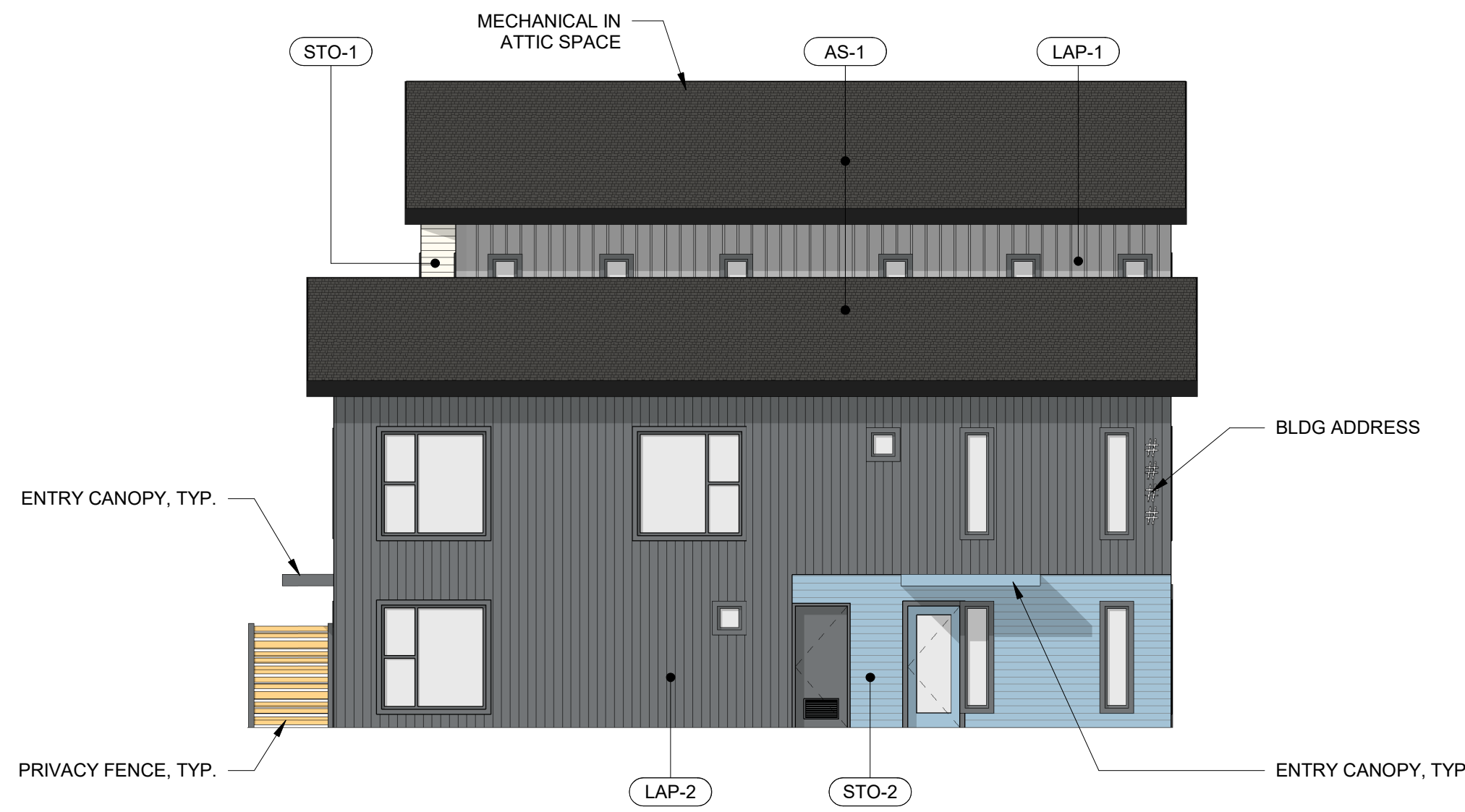
DESIGN REVIEW
APPROVED PLANS
Date: 06/12/2023

These plans have been reviewed for compliance with Garden City Code 8-4 and approved by the Garden City Design Review Committee. This review does not relieve the Designer, Design Professional, or the Contractor of the responsibility to design or construct these facilities in compliance with all current applicable federal, state and local laws, rules, regulations, or ordinances. Applicable permits to proceed with construction are required.

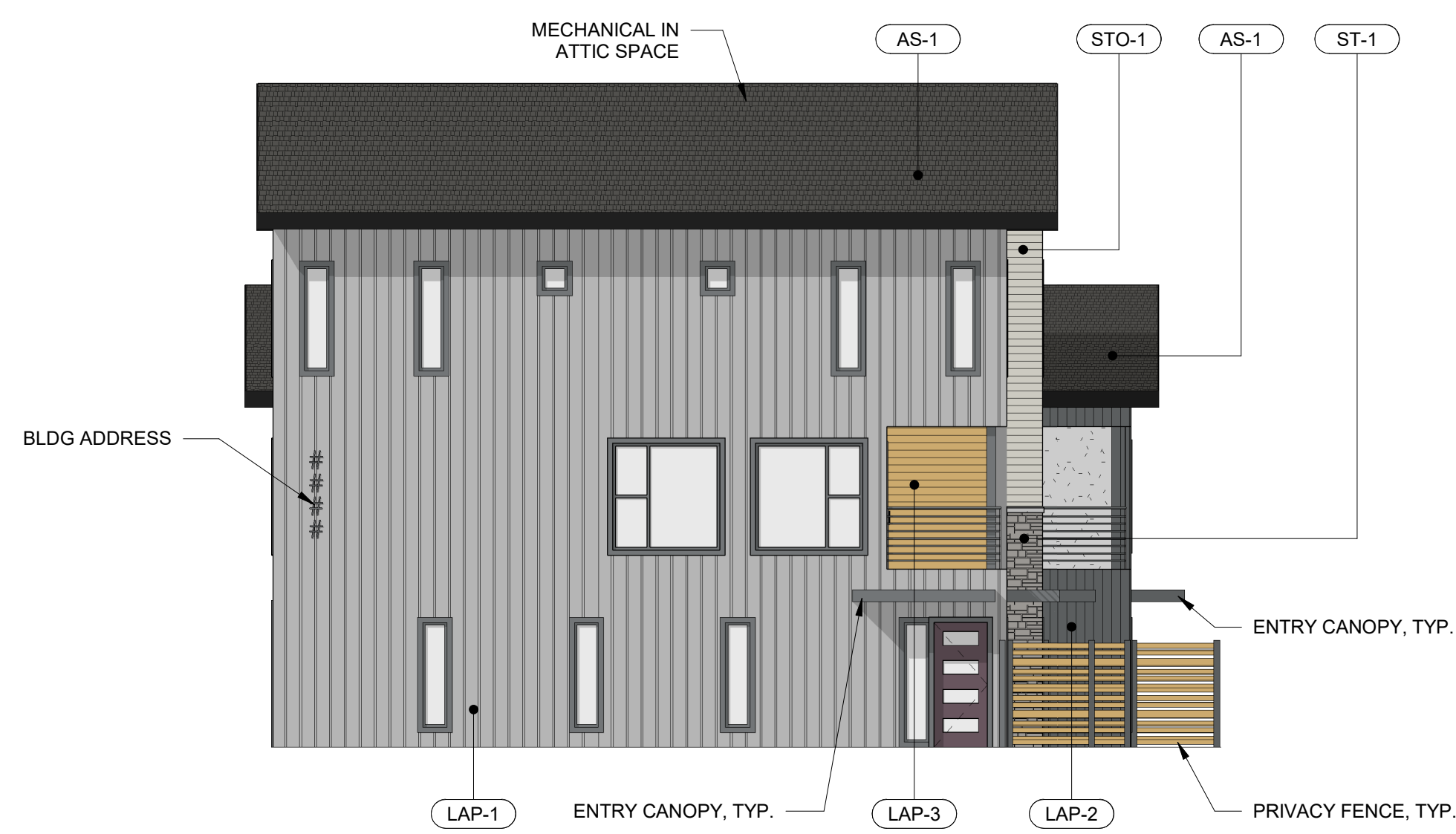
city of boise



1 bldg A - entry
1/8" = 1'-0"



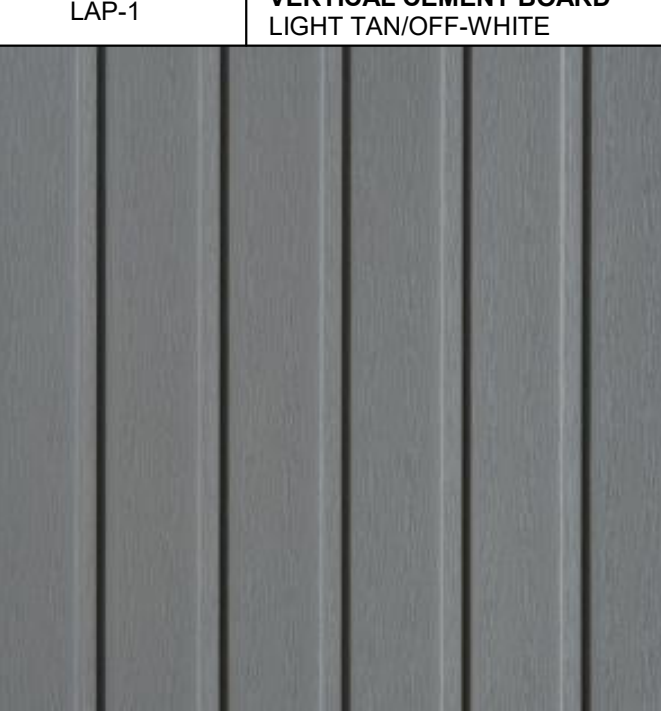
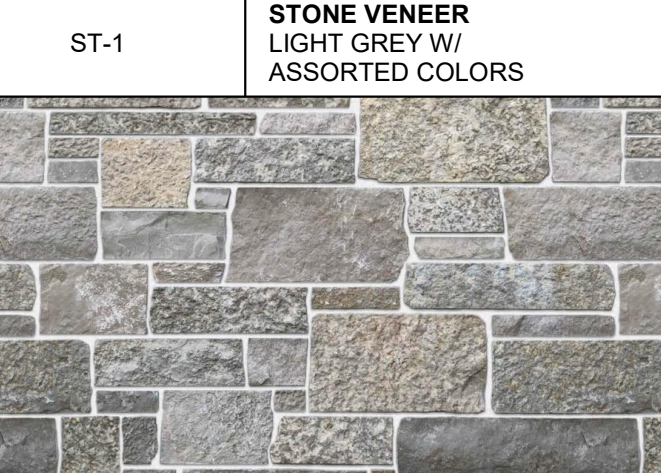
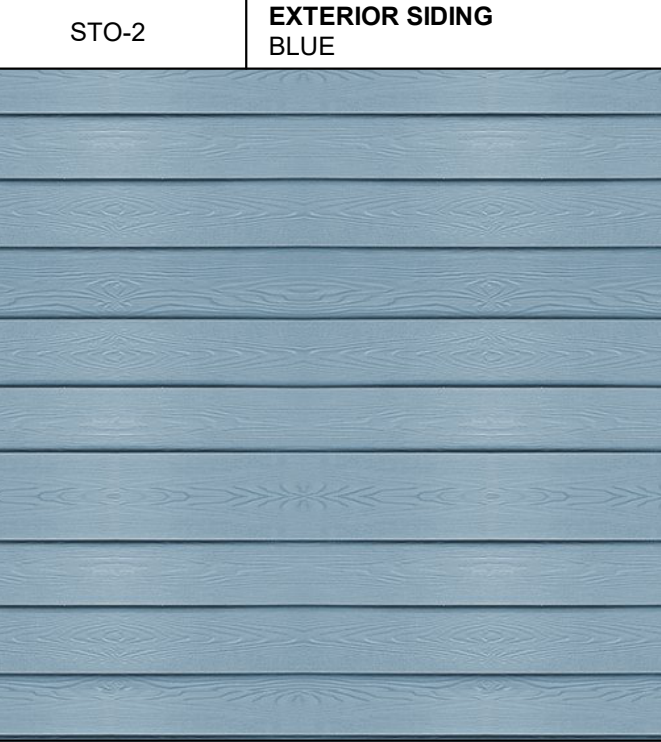
2 bldg A - office
1/8" = 1'-0"

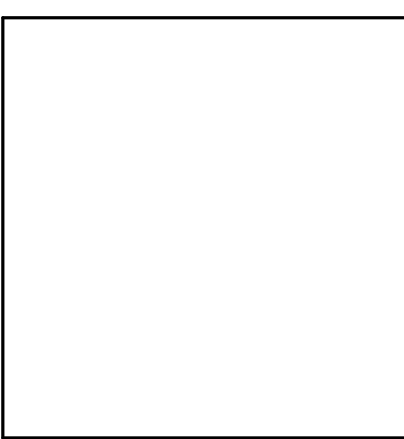
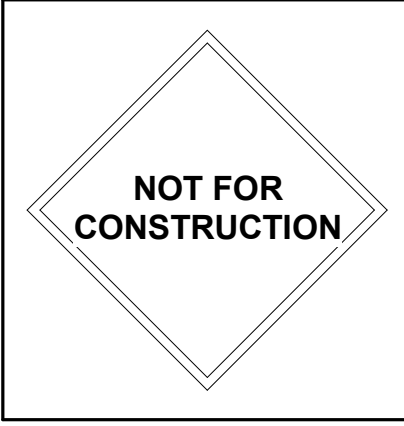


3 bldg A - street
1/8" = 1'-0"



4 bldg A - garage
1/8" = 1'-0"

exterior material schedule:	
AS-1	ASPHALT SHINGLE CHARCOAL
	
LAP-1	VERTICAL CEMENT BOARD LIGHT TAN/OFF-WHITE
	
LAP-2	VERTICAL CEMENT BOARD DARK GREY/GRAPHITE
	
LAP-3	HORIZONTAL CEMENT BOARD FAUX WOOD PATTERN
	
ST-1	STONE VENEER LIGHT GREY W/ ASSORTED COLORS
	
STO-1	EXTERIOR SIDING WHITE
	
STO-2	EXTERIOR SIDING BLUE
	



47th Street Apartments
233 & 311 47th street
garden city, idaho 83714

revision:		
no.	desc.	date

project: 220204
date: 07.07.22
drawn: sa
checked: kk

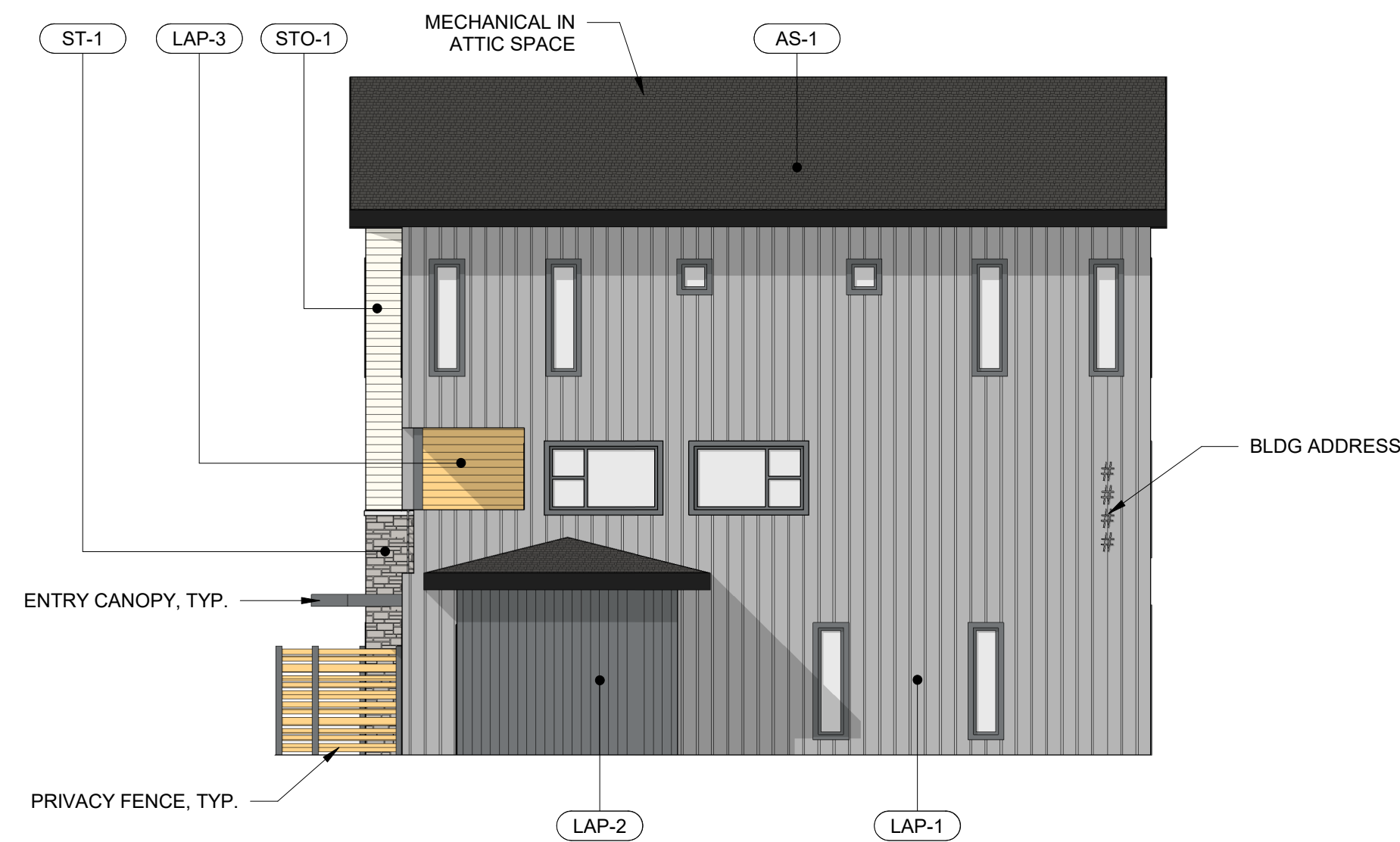
design review

exterior elevations - BLDG A
dr3.11

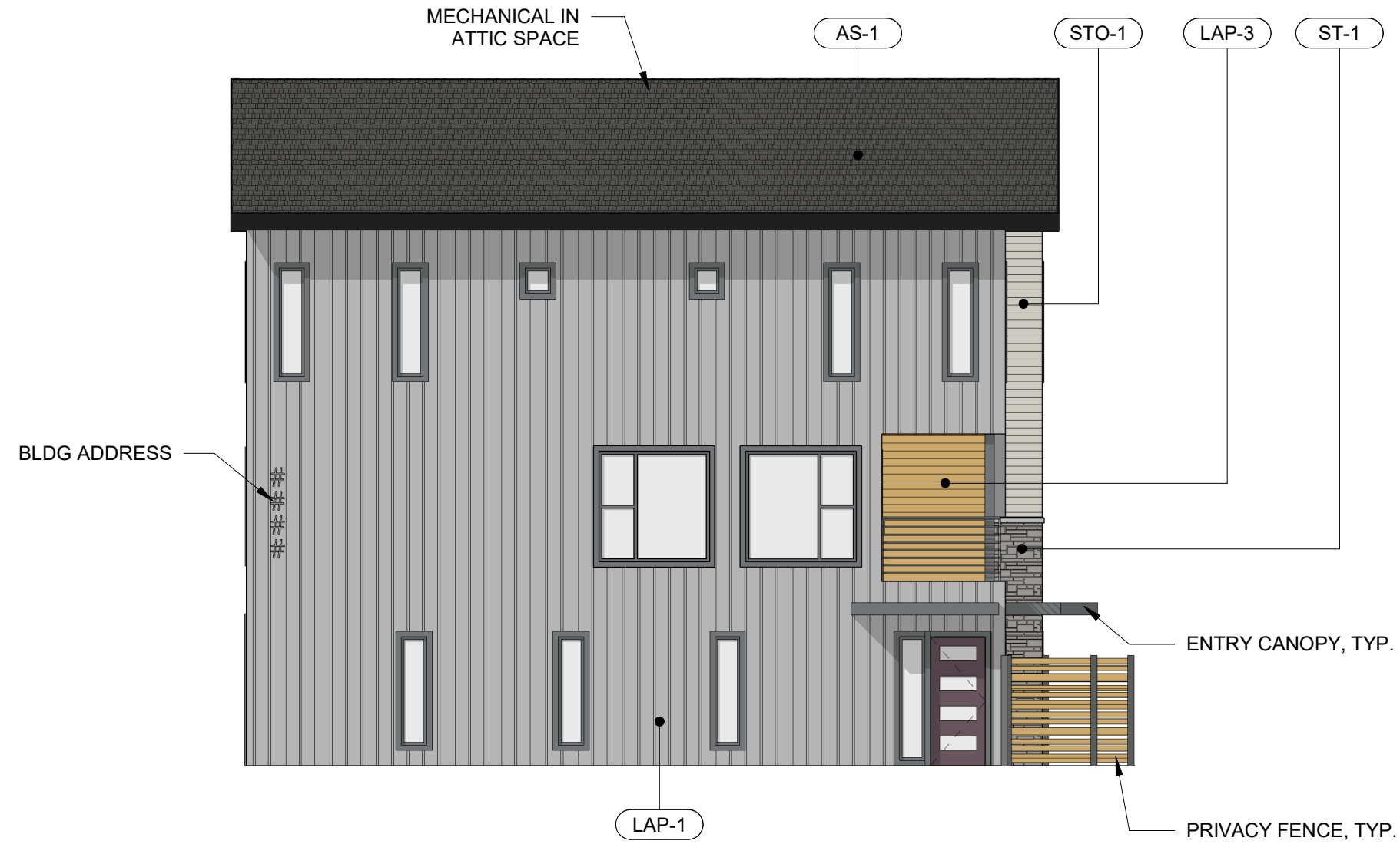
city of boise



1 bldg B - entry
1/8" = 1'-0"



2 bldg B - fire riser
1/8" = 1'-0"



3 bldg B - street
1/8" = 1'-0"



4 bldg B - garage
1/8" = 1'-0"

exterior material
schedule:

AS-1	ASPHALT SHINGLE CHARCOAL
LAP-1	VERTICAL CEMENT BOARD LIGHT TAN/OFF-WHITE
LAP-2	VERTICAL CEMENT BOARD DARK GREY/GRAPHITE
LAP-3	HORIZONTAL CEMENT BOARD FAUX WOOD PATTERN
ST-1	STONE VENER LIGHT GREY/W/ ASSORTED COLORS
STO-1	EXTERIOR SIDING WHITE

NOT FOR
CONSTRUCTION

erstad ARCHITECTS, PA
301 n. Shattuck, Boise, Idaho 83702
phone: (208) 331-5551 fax: 331-5552 www.erstadarchitects.com

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47th Street Apartments
233 & 311 47th street
garden city, idaho 83714

revision:
no. desc. date

project: 220204
date: 07.07.22
drawn: sa
checked: kk

design
review

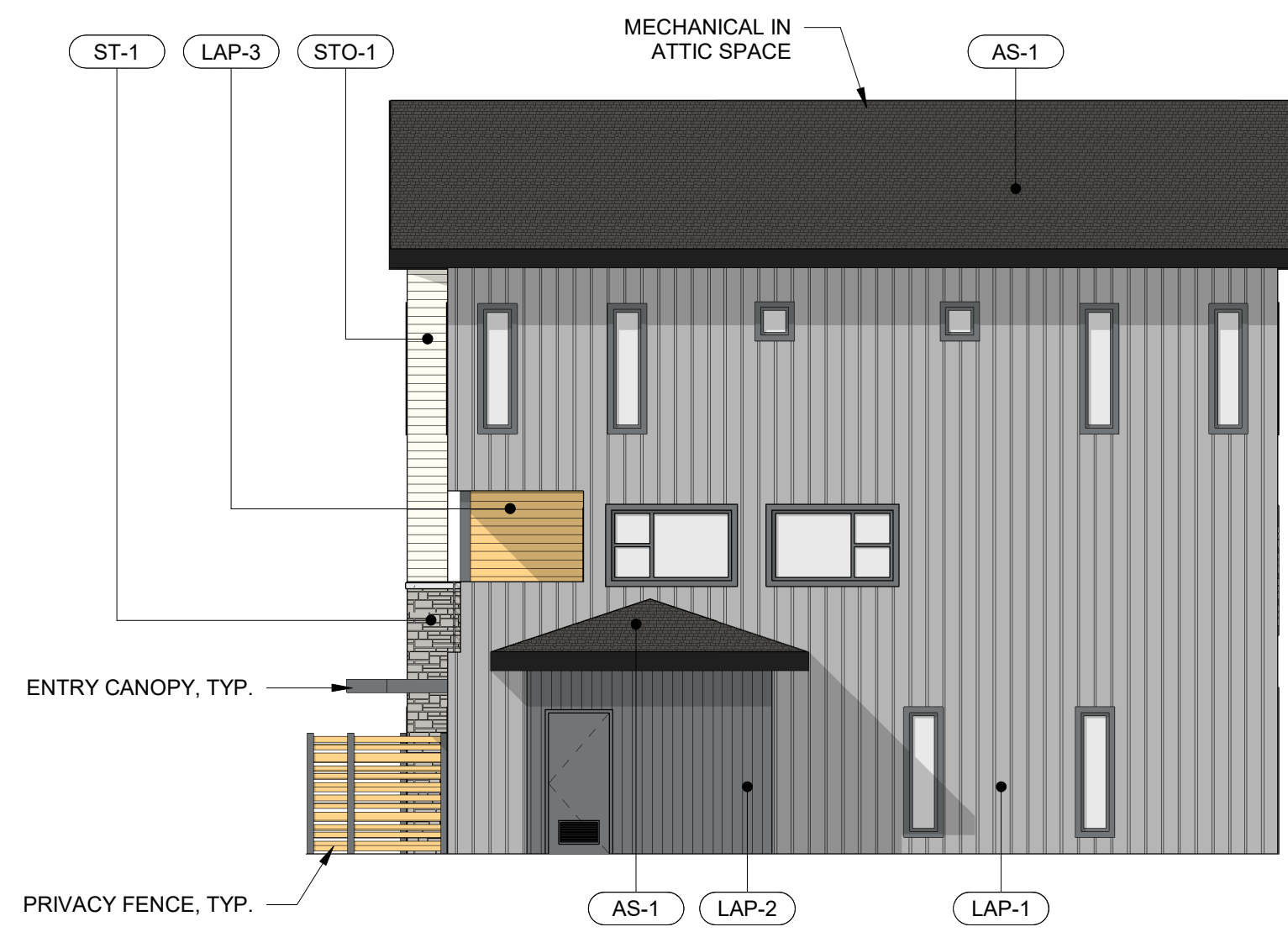
exterior
elevations -
BLDG B

dr3.12

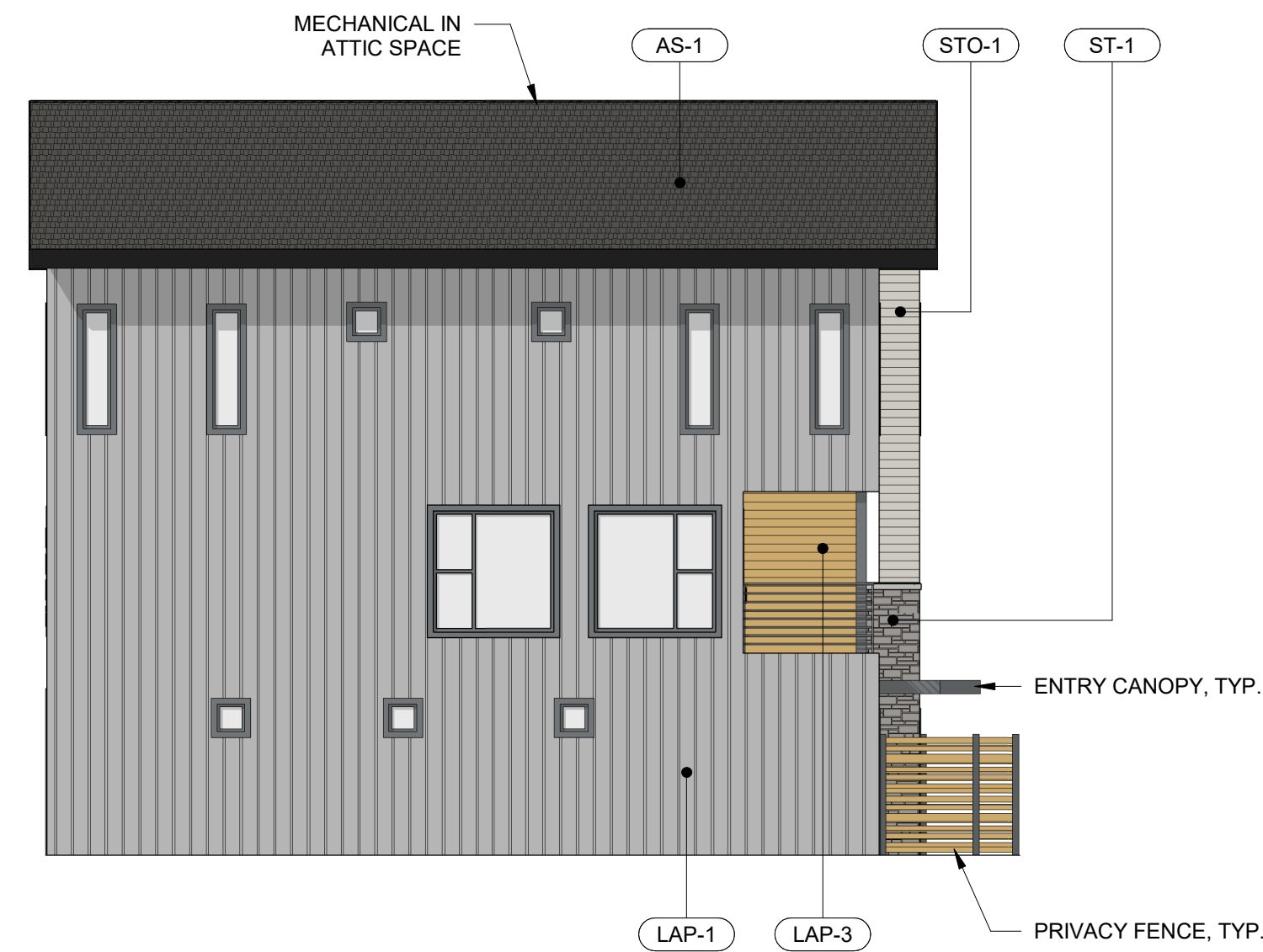
city of boise



1 bldg C - entry
1/8" = 1'-0"



2 bldg C - fire riser
1/8" = 1'-0"



3 bldg C - neighbor side
1/8" = 1'-0"



4 bldg C - garage
1/8" = 1'-0"

exterior material
schedule:

AS-1	ASPHALT SHINGLE CHARCOAL
LAP-1	VERTICAL CEMENT BOARD LIGHT TAN/OFF-WHITE
LAP-2	VERTICAL CEMENT BOARD DARK GREY/GRAPHITE
LAP-3	HORIZONTAL CEMENT BOARD FAUX WOOD PATTERN
ST-1	STONE VENEER LIGHT GREY W/ ASSORTED COLORS
STO-1	EXTERIOR SIDING WHITE



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47th Street Apartments
233 & 311 47th street
garden city, idaho 83714

revision:	no.	desc.	date

project: 220204
date: 07.07.22
drawn: sa
checked: kk

design
review

exterior
elevations -
BLDG C
dr3.13

city of boise



ARIAL - COURTYARD FROM PARKING AREA



ARIAL - COURTYARD FROM 47TH STREET



ARIAL - REAR PUBLIC GATHERING AREA



PERSPECTIVE - COURTYARD FROM 47TH STREET



PERSPECTIVE - SIDE YARD SIDEWALK



PERSPECTIVE - REAR YARD SIDEWALK



PERSPECTIVE - 47TH STREET



PERSPECTIVE - OFFICE/MAINTENANCE



ARIAL - IRRIGATION LINE AREA

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CONSTRUCTION

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301 N. Shattuck, Boise, Idaho 83702
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47th Street Apartments
233 & 311 47th street
garden city, idaho 83714

revision:		
no.	desc.	date

project: 220204
date: 07.07.22
drawn: Author
checked: Checker

**design
review**

city of boise

perspectives

dr7.01































DEVELOPMENT SERVICES DEPARTMENT

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

To: Mayor and City Council
From: Jenah Thornborrow, Development Services Director
Subject: City Council Review
Date: For July 27, 2026, Meeting

REQUESTED ACTION

No action is required unless Council wishes to review an application. In which case, the matter should be removed from the consent agenda and added to special business.

BACKGROUND

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

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

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

SUMMARY OF DECISIONS

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

Administrative Process with Notice Staff Decisions

- a. DSRFY2026-0011: Design Review approval for a new Prefabricated Metal 4,224 sq. ft. Shop as an Accessory Storage Yard located at 8529 W. State St.
- b. DSRFY2026-0003: Design Review approval for the construction of one 3-story 12-plex, two 3-story 18-plex multi-family buildings and a 1-story Clubhouse with an open mezzanine located at 212 W. 41st St.

Planning and Zoning Commission Decisions:

- a. CUPFY2026-0006, approval for a Service Provider use located at 4290 W. Chinden Blvd & E 43rd. St.
- b. CUPFY2026-0007, approval for a Service Provider use located at 109 W 38th Street & W 38th Street
- c. CUPFY2026-0011, approval for a Service Provider use located at 5220 Sawyer Ave



DEVELOPMENT SERVICES DEPARTMENT

6015 Glenwood Street ☐ Garden City, Idaho 83714
Phone 208/472-2921 ☐ planning@gardencityidaho.org ☐
www.gardencityidaho.govoffice

To: Mayor and City Council
From: Jenah Thornborrow, Development Services Director
Subject: SUBFY2023-0002 Extension Request
Date: For July 27, 2026, City Council Meeting

REQUEST

Second extension request of subdivision SUBFY2023-0002 Carolyn Circle located at 3981 N. Reed Street and 415 E. 40th Street. This is not a public hearing.

BACKGROUND

This matter was continued from the July 13, 2026, City Council meeting. The Council requested additional information before making a determination. During the discussion, several factors were raised for further consideration, including:

- Because this is not the initial extension request, the Council indicated that it would benefit from additional information to better evaluate the request.
- Questions were raised regarding the economic justification presented, as interest rates appear to have decreased since the original subdivision approval.
- The floodplain constraints were viewed as a condition that has been known throughout the project timeline.
- Whether construction challenges associated with other projects are directly relevant to the extension request.
- The Council also requested additional information regarding the efforts undertaken to advance the project for approval, particularly any formal applications, approvals, or coordination with other agencies. In addition, they requested that a representative of the project team be present at the meeting to address questions and provide further context.

LINK: [July 13, 2026 City Council Packet](#)

ATTACHMENTS:

- Additional submittal materials
 - Letter from applicant
 - Term Sheet
 - Engineer letter regarding floodplain
- Updated Draft potential decision document

BEFORE THE CITY COUNCIL
GARDEN CITY, ADA COUNTY, IDAHO

In the Matter of:	)	
	)	
SUBFY2023-0002: Extension Request	)	FINDINGS OF FACT,
Address: 3981 N. Reed & 415 E. 40 th Street	)	CONCLUSIONS OF LAW
Garden City, Ada County, Idaho	)	AND DECISION
_____	)	

THIS MATTER came before the Garden City Council for consideration on July 13, 2026 and July 27, 2026. The City Council reviewed the request. Based on the evidence presented, pursuant to Garden City Code § 8-6-A- 8 and 8-5B-6, the City Council makes the following Findings of Fact, Conclusions of Law, and Decision:

FINDINGS OF FACT

1. The applicant is Teran Mitchell.
2. The property owner of record is Reed Street Development II LLC.
3. The location of the project is:
 - a. 3981 N. Reed Street; Taxing Parcel Number R2734560115; Property is described as LOTS 10 & 11 EXC DEED TO GARDEN CITY BLK 1 FAIRVIEW ACRES # 7 #869943 VIN 70244CKDS3151 TL # B453770;
 - b. 415 E. 40th Street; Taxing Parcel Number R2734560096; Property is described as PAR #0096 OF LOTS 12 & 13 BLK 1 FAIRVIEW ACRES SUB 7 #0095 S VIN # 60CK4TU449 TL#.
4. The extension ordinance that was in effect at the time of the application was ordinance 1032-23.
5. The application was approved for two years by the City Council on July 10, 2023, with an expiration date of July 10, 2025.
6. A one-year extension was granted until July 10, 2026.
7. The City received a one-year extension request in writing on June 15, 2026.
8. The City received supplemental information on July 17, 2026.
9. The record contains:
 - a. Written request

- b. Supplemental submittal
 - c. Staff memorandum dated, July 13, 2026
 - d. Record materials for file SUBFY2023-0002
10. The following standards in the Garden City Code apply to this proposal:
- a. GCC 8-5B-6 Term of Subdivision Permit
 - b. GCC 8-6A-8 Expiration of Approvals

CONCLUSIONS OF LAW

The City Council reviewed the application with regard to Garden City Code, Title 8, and concludes the application **does** meet the standards of approval under G.C.C. § 8-6-A.8.

Standards	Compliant	Conclusions
GCC 8-5B-6 Term of Subdivision Permit	N/A	Not applicable with an extension approval.
GCC 8-6A-8 Expiration of Approvals	Yes	1. Good Cause exists for the request: <u>Reasoned Statement:</u> The City Council has reviewed the request for an extension and the supporting information in the record. Based on that review, the Council finds that good cause exists. The record indicates that project delays have been influenced by broader residential market conditions, including reduced unit absorption and variability in construction costs. These conditions have contributed to increased complexity in project scheduling and feasibility, particularly in relation to potential changes to the floodplain, which would have significant impacts to the cost of construction. The Council finds that the project continues to be actively advanced. The applicant has proceeded with civil engineering coordination, the preparation and revision of construction documents, and refinement of the building design to align with current construction costs and subcontractor availability. The record further reflects ongoing efforts to secure construction financing, including monitoring local rental market conditions and engaging with lenders.

		The Council also considers the ownership's demonstrated investment in the project, including substantial expenditure on professional services and City fees, as evidence of continued intent to move the project forward. In addition, the record identifies a site-specific floodplain condition resulting in delays while waiting for resolution. The Council finds that this condition is a physical characteristic of the site, affects design and financing considerations, and is outside the applicant's direct control. Based on these factors, the Council determines that the delay is attributable to a combination of market conditions, site constraints, and project-related complexities, rather than a lack of diligence. Accordingly, the Council finds that good cause exists to support the requested extension. 2. The application and or applicable city regulations have not changed. <u>Reasoned Statement:</u> Garden City Code Planned Unit Development (PUD) has been amended by Ordinance 1056-25. It is acknowledged that the previously approved SUBFY2023-0002 would not meet all the requirements of the new ordinance if submitted today. However, the purpose of the new ordinance was not to invalidate existing approvals, but rather to repeal the existing PUD and Minor PUD ordinance and replace them with a new comprehensive ordinance that addresses the identified issues of the prior regulations.
--	--	--

		While the City has adopted a new PUD ordinance, this change does not apply retroactively to projects approved under the prior code. The applicant is requesting an extension of the original approval without proposing any modifications to the previously approved plan. 3. There has not been change in the neighborhood, plans or policies that affect the compatibility of the project: <u>Reasoned Statement:</u> There has not been change in the neighborhood, plans, or policies that affect the compatibility of the project. 4. The property appears to be compliant with codes and laws: <u>Reasoned Statement:</u> There are no current open code enforcement cases at the subject property. 5. It is in the City's best interest to grant the extension: <u>Reasoned Statement:</u> The City Council finds that granting the requested extension is in the best interest of the City. The record demonstrates that the project remains active and that the applicant continues to make measurable progress on engineering, design, and financing efforts. Allowing additional time supports completion of an approved project that has already undergone substantial review and
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		investment of both public and private resources. The Council recognizes that current site-specific conditions including potential changes to the regulatory floodplain, have affected project timing. Granting an extension allows this issue to be addressed in a manner that supports a viable and code-compliant development, consistent with the original approval and conditions established by the City. The Council further finds that providing additional time promotes efficient use of prior City review efforts and avoids the need for duplicative entitlement processes, which would require additional staff and Council resources. Additionally, the extension supports the continued advancement of a residential development that contributes to the City's housing supply. Maintaining the project's active status allows it to proceed toward construction when conditions stabilize, rather than risking expiration and potential delays associated with reapplication. Based on these considerations, the Council determines that granting the extension is in the best interest of the City.
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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.

1. This approval is for a **one-year** extension to **July 10, 2027**.
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.

July 27, 2026

Mayor, William L. Jacobs

Date

SUPPLEMENTAL EXTENSION REQUEST

Carolyn Circle Subdivision | File No. SUBFY2023-0002

3981 N. Reed Street & 415 E. 40th Street, Garden City, ID

For the July 27, 2026 City Council Hearing

Date: July 15, 2026

Garden City Mayor and City Council
c/o Jenah E. Thornborrow, Development Services Director
6015 Glenwood Street
Garden City, ID 83714

CC: Charles I. Wadams, City Attorney

Re: Supplemental Materials in Support of the Second Extension Request, SUBFY2023-0002 (Carolyn Circle Subdivision)

Dear Mayor Jacobs, Members of Council, Director Thornborrow, and Attorney Wadams:

This letter and its attachments respond directly to the four points Council raised at the July 13, 2026 hearing when it continued this extension request to July 27, 2026: (1) this is not an initial extension request, (2) interest rates appear to have decreased since original approval, (3) floodplain constraints were viewed as a condition known throughout the timeline, and (4) whether construction challenges on other projects are relevant. Council also requested additional information on efforts to advance the project since approval, formal applications, approvals, and agency coordination, and asked that a project team representative attend the hearing. Teran Mitchell of TKM Architecture and/or Kevin Hawk of Reed Street Development II LLC will attend and be available to answer any questions Council may have.

1. THE GOVERNING LEGAL FRAMEWORK

Before addressing each of Council's four points, this section restates the legal framework this Council has itself adopted for evaluating extension requests. That framework is not an interpretation supplied

by the applicant. It is the framework the City Attorney has memorialized in successive written memoranda to Council, including his April 22, 2024 memorandum on the Park 33 third extension request, his May 12, 2025 memorandum on the Park 33 fourth extension request, and his June 8, 2026 memorandum on the pending Park 33 fifth extension request.

A. The code in effect at approval controls.

Carolyn Circle was approved by Council on July 10, 2023. The governing extension ordinance is therefore Ordinance 1032-22 (adopted February 13, 2023), which was in effect on that date. That is the same framework the City Attorney has applied to every extension request evaluated under a pre-2024 approval, including the four extensions granted to DSRFY2021-0011 (Park 33). It is the framework the City Attorney has confirmed governs the pending fifth Park 33 extension. It is also the framework applied to the nine extensions granted to Creation Row Subdivision Phase 2 and 3 (BLDFY2022-0009 through BLDFY2022-0025), most recently on April 27, 2026. Council has not deviated from this framework in any Title 8 extension decision issued in 2025 or 2026.

B. Ordinance 1032-22 imposes no numerical cap on extensions.

The five criteria in GCC 8-6A-8(B) as adopted by Ordinance 1032-22 are: (1) good cause; (2) the application and/or applicable city regulations have not changed; (3) no major change in the neighborhood, plans, or policies affecting compatibility; (4) subject property compliant or actively pursuing compliance; and (5) grant of the extension is in Garden City's best interest. No provision of that ordinance limits the number of extensions a Council may grant. The 2024 amendment (Ordinance 1045-24, adopted September 23, 2024) added a one-extension cap, but the City Attorney has confirmed in the record on Park 33's third, fourth, and fifth extensions that Ordinance 1045-24 does not apply retroactively to projects approved under earlier code.

C. The "and/or" doctrine as applied by the City Attorney.

The City Attorney's April 22, 2024 memorandum for the Park 33 third extension formally construes the phrase 'the application and/or applicable city regulations have not changed' to mean 'A or B or both.' In the City Attorney's own words:

"Therefore, if the city regulations have changed but the application has not changed, requirement number 2 is still satisfied."

The Carolyn Circle application has not changed since July 10, 2023. Criterion (2) is therefore satisfied, and Council need not analyze whether Garden City regulations have changed. That is the same conclusion reached on Park 33 extensions two, three, and four, notwithstanding an intervening repeal of the Work-Live-Create overlay and current-code parking deficiencies.

D. The Wee Boise rule against subjective denial.

In *Wee Boise, Inc. v. Garden City*, Ada County Case No. CR01-20-03481 (Fourth Judicial District March 3, 2022), the district judge held that Council may not deny an application that meets the objective

standards the City has enacted simply because Council wishes it had enacted more or different requirements. The City Attorney has cited Wee Boise in every extension memorandum since, and has consistently recommended that Council "grant the extension if the objective requirements of Garden City Code Section 8-6A-8.B are satisfied."

E. Idaho Code Section 67-6535 requires findings on express standards.

Idaho's Local Land Use Planning Act requires that any denial be founded on the specific express standards adopted by ordinance and supported by reasoned findings. The five criteria in Ordinance 1032-22 are those express standards. Any denial must identify which of the five criteria fails, on what specific facts in the record, and why. Generalized concerns such as "this is not the initial extension" or "the project has taken too long" are not express standards adopted in Ordinance 1032-22. Under Section 67-6535 and Wee Boise, they cannot form the basis of a denial.

2. RESPONSE TO COUNCIL'S FOUR JULY 13, 2026 CONCERNS

Concern 1: This is not the initial extension request.

The applicable code contains no numerical cap on extensions. Under Ordinance 1032-22, Council may grant an extension of not more than one year, provided the five objective criteria are met. Council has repeatedly granted second-and-beyond extensions under this same framework. The consistency baseline is set out in Section 4 below. Because "not the initial extension" is not an express standard in the applicable ordinance, under Idaho Code Section 67-6535 and Wee Boise it cannot lawfully form the basis of denial.

Concern 2: Interest rates appear to have decreased since original approval.

Respectfully, the relevant financing constraint on a project of this scale is not the headline consumer or ten-year Treasury rate. It is the underwriting package a construction lender is willing to offer today for a project of this profile. That package remains materially unfavorable to the approved plan. The current market is documented in the July 6, 2026 construction loan term sheet from Archwest Funding, LLC, submitted separately with this filing, which reflects the actual construction financing currently available to Carolyn Circle. The material terms include:

- 9.50% fixed interest rate on an 18-month term. A construction loan at 9.50% fixed with an 18-month balloon is not a decrease from the environment of July 2023. It reflects a market that has not returned to terms that support the approved pro forma.
- Loan amount capped by 90% loan-to-cost and further constrained by a 65% of ARV cap. The 65% ARV cap is materially more restrictive than the leverage available to well-underwritten Treasure Valley construction deals in prior cycles, and materially compresses the equity return the deal can support.

- Initial advance limited to \$500,000 out of a \$4,308,250 note amount, with a \$3,808,250 holdback funded only against 100% of demonstrated construction progress. That advance structure means the developer must fund a significant portion of construction from sponsor equity or subordinate sources before draws are released. This is a structural change in construction lending posture from the approval environment of July 2023.

- 20% sponsor equity guaranty requirement, in addition to the ARV-based leverage cap. Increased sponsor equity requirements are a documented feature of the post-2023 construction lending environment.

The controlling question for a lender is not what the headline rate did, but whether the deal pencils under today's full underwriting package and today's Treasure Valley absorption assumptions. Council's own July 13, 2026 decision approving the Pointe Pierce Villas (SUBFY2024-0002) second extension expressly found that current economic conditions have created challenges affecting the timing of development, and that fluctuations in rental rates, elevated construction costs, and evolving lender requirements have impacted feasibility. The Archwest term sheet documents exactly those evolving lender requirements as they apply to Carolyn Circle.

Concern 3: Floodplain constraints were viewed as a condition known throughout the project timeline.

The applicant respectfully asks Council to distinguish two very different concepts. It has always been known that portions of Garden City sit within a mapped floodplain. What has not been static, and what has materially changed since the July 10, 2023 approval, is the regulatory environment Garden City itself is administering for floodplain compliance. The City's own recent actions establish that this is an actively evolving workstream, not a fixed condition:

- April 27, 2026: Council authorized Mayor Jacobs to enter into an agreement with QRS Consulting for floodplain management services in an amount not to exceed \$175,000. The stated purpose of that contract is to assist the City with its own floodplain management. That contract had not been executed and was not contemplated at the time of Carolyn Circle's July 10, 2023 approval. See April 27, 2026 Council Packet, Item G.1.

- March 2026: The Development Services Department Monthly Status Report to Council stated that Nick Kraus with Morrison-Maierle would be speaking to Council about "potential options to address the Garden City Floodplain mapping issues." This is the City acknowledging on its own record that its floodplain mapping framework is in flux.

- U.S. Army Corps of Engineers Study: The multi-year Army Corps of Engineers study of Garden City floodplain mitigation options, initiated under the August 2022 cost-share agreement between the City and the Corps, remained in progress at the time of Carolyn Circle's approval and continued to progress through 2025 and 2026. That study's outputs shape available mitigation approaches for developments adjacent to the Boise River.

- FEMA modeling and mapping: FEMA modeling for the Boise River corridor continued to evolve through 2025 and 2026, affecting the parcel-level regulatory picture the applicant's engineers and surveyor must work against.
- Council Resolution 1083-20: This resolution establishes an independent regulatory floodplain framework the City applies alongside FEMA maps. Its interaction with current FEMA modeling requires project-specific analysis, as reflected in the City Engineer's own review comments on recent Garden City floodplain projects.

Against that backdrop, the applicant's Professional Land Surveyor of record, Akemi Wells, PLS of Morrison Maierle (License No. L-20895), has provided a letter dated July 15, 2026, submitted separately with this filing. Notably, Morrison Maierle is the same engineering firm whose representative, Nick Kraus, briefed Garden City Council in March 2026 on potential options to address the Garden City floodplain mapping issues. In the July 15, 2026 letter, the surveyor concludes that the floodplain data in the Garden City area is in flux, that Garden City's own flood zone findings 'have not yet been finalized and recorded for public use,' and that as a result it is 'virtually impossible to legally state the flood realities of the area in and around the Carolyn Circle development.' On that record, the surveyor makes the following professional recommendation:

"Therefore, it is my recommendation that an extension should be granted so that the necessary Flood data can be finalized prior to the submittal. This is truly the only way to mitigate any excess costs or losses to the developer or municipality."

The correct comparison is Park 33's ACHD-driven stormwater delay. That project also involved a general condition that had always existed, that ACHD manages the adjacent right-of-way, but the specific compliance workstream evolved over time and changed in ways the applicant could not have anticipated at approval. Council correctly granted three separate extensions in 2023, 2024, and 2025 on that basis. The same reasoning applies to Carolyn Circle's floodplain workstream.

Concern 4: Whether construction challenges on other projects are directly relevant to this extension request.

The applicant accepts Council's point. To the extent the January 26, 2026 extension letter referenced parallel work on other Garden City projects, the applicant respectfully clarifies that this second extension request stands on Carolyn Circle's own facts. Section 3 below and the accompanying materials catalog the specific work performed on this project, the specific dates of agency and City engagement, and the specific financial commitment made to advance this project. Council should evaluate this extension request on that project-specific record, not on any inference drawn from other applications.

3. EFFORTS UNDERTAKEN TO ADVANCE THE PROJECT SINCE APPROVAL

Council requested additional information on efforts to advance the project since approval, particularly formal applications, approvals, and coordination with other agencies. The applicant respectfully provides the following record, which meets the SUBFY2021-00010 standard of verifiable documentation showing ongoing activity, active plan revisions in response to review comments, and agency approvals:

- Architectural work by TKM Architecture (Teran Mitchell, Principal), including design refinement and construction-document progression. TKM will potentially be represented at the July 27 hearing.
- Professional surveyor engagement on the floodplain workstream. Akemi Wells, PLS of Morrison Maierle has provided a letter dated July 15, 2026, submitted separately with this filing, in which the surveyor states that Garden City's flood zone findings have not yet been finalized and recorded for public use, and formally recommends granting the extension as 'truly the only way to mitigate any excess costs or losses to the developer or municipality.'
- Financing workstream: multiple rounds of engagement with construction lenders over the term of the approval. The current lender term sheet, dated July 6, 2026 from Archwest Funding, LLC, is submitted separately with this filing. It documents financing terms at 9.50% fixed for 18 months, capped at 65% of ARV, with an initial advance of \$500,000 out of a \$4.3 million note amount. That is not financing on terms consistent with the approved project's original underwriting environment.
- Total documented investment in consultants, agency fees, and pre-construction workstreams to date exceeds six figures. This is not an approval being held speculatively. It is a fully entitled project that continues to be actively advanced.
- City extension application fees. The applicant is contributing extension application fees consistent with the framework Council recognized in Creation Row, where the Council decision expressly noted that extension fees ensure the City covers its costs for reviewing and approving each request.

4. CONSISTENCY WITH COUNCIL'S OWN RECENT EXTENSION DECISIONS

Under Wee Boise, consistency in the application of objective criteria across similarly situated applicants is itself a relevant consideration. Council's own recent decisions establish the following consistency baseline for this request:

A. Pointe Pierce Villas (SUBFY2024-0002): second extension GRANTED July 13, 2026.

The Council decision document itself finds that current economic conditions have created challenges affecting timing, that fluctuations in rental rates, elevated construction costs, and evolving lender requirements have impacted feasibility and timing, and that these conditions are largely outside the applicant's direct control. The same conditions apply to Carolyn Circle, and are documented on the record in the July 6, 2026 Archwest term sheet submitted with this filing. It would be difficult to reconcile a denial here with the approval issued at the same July 13, 2026 hearing.

B. Park 33 (DSRFY2021-0011): four extensions granted, fifth pending.

Council granted the second extension in April 2023, the third in May 2024, and the fourth in May 2025 on this same framework. The fourth extension included 'final extension' condition language. The staff memorandum for the pending fifth extension expressly notes that a similar condition was overcome in SUBFY2021-00010 where the applicant provided verifiable ongoing activity documentation. That is the same posture Carolyn Circle presents here.

C. Creation Row Subdivision Phase 2 and 3 (BLDFY2022-0009 through -0025): nine extensions granted.

Council granted the ninth extension on April 27, 2026. That request expressly disclosed that the property owner was exiting the Treasure Valley market, that the permits needed to be kept active to attract a buyer, and that further extensions were anticipated. Council granted the extension anyway, and expressly found that keeping the permits active supported the City's interests. Carolyn Circle sits in a more procedurally favorable posture, the owner is not exiting the market, and the project is actively being advanced toward construction.

D. SUBFY2021-00010: second extension granted despite prior condition language.

The staff memorandum for the pending Park 33 fifth extension identifies SUBFY2021-00010 as an application on which a second extension was granted notwithstanding condition language similar to that Council may consider imposing here. The distinguishing factor was 'verifiable documentation showing ongoing activity on the application, including active plan revisions in response to review comments and agency approvals.' Carolyn Circle meets that standard on the record in the Morrison Maierle surveyor letter and the Archwest term sheet, both submitted separately with this filing.

5. IT IS IN GARDEN CITY'S BEST INTEREST TO GRANT THE EXTENSION

Criterion (5) of GCC 8-6A-8(B) asks whether granting the extension is in Garden City's best interest. On this record, it is:

- Additional housing units within the City. Carolyn Circle as approved delivers additional residential units within Garden City. The City's Comprehensive Plan and Council's January 26, 2026 first-extension decision on this same project both expressly identify additional housing supply as a benefit that supports the City's interests.
- Increase in property tax revenue. Once completed, the project will materially increase the assessed value of the subject parcels and the corresponding property tax revenue to the City. This is the same best-interest rationale the applicant for Creation Row invoked, and Council accepted, in every one of its nine extension decisions between 2023 and April 27, 2026.
- Preservation of prior public and private investment. Denying the extension and forcing the project back through re-entitlement would impose undue and unnecessary additional time and cost on the City,

in that the applicant would need to go back through the costly and time consuming process of re-entitling the project. That is the same rationale the Creation Row decisions rely on.

- Consistency with Council's own recent decisions. Denying this request while granting extensions to similarly situated applicants under the same framework, including the second extension approved for Pointe Pierce Villas at the same July 13, 2026 hearing, would raise the very inconsistency Wee Boise forecloses.

6. CONCLUSION AND REQUESTED ACTION

The extension should be granted for the same reasons Council granted the extensions on Park 33 (four times), on Pointe Pierce Villas (July 13, 2026), on Creation Row (nine times), and on SUBFY2021-00010 despite similar condition language. All five objective criteria of GCC 8-6A-8(B) as adopted by Ordinance 1032-22 are met on the record. The applicant respectfully requests that Council approve a one-year extension of the Carolyn Circle Subdivision approval (SUBFY2023-0002) to July 10, 2027. Teran Mitchell of TKM Architecture and/or Kevin Hawk of Reed Street Development II LLC will attend the July 27, 2026 hearing to address any questions.

Respectfully submitted,

Kevin Hawk, Managing Member

On behalf of Reed Street Development II LLC

Accompanying Materials (Submitted Separately):

- Morrison Maierle professional surveyor letter from Akemi Wells, PLS, dated July 15, 2026
- Archwest Funding, LLC construction loan term sheet dated July 6, 2026



engineers
surveyors
planners
scientists

We create solutions that build better communities.

7/15/2026

City of Garden City
6015 N Glenwood St
Garden City, ID 83714-1347

Re: Carolyn Circle Submittals and the complications with Flood data

To Whom It May Concern,

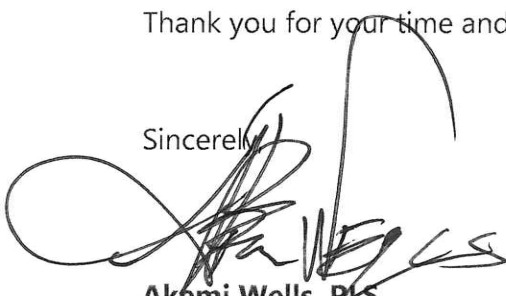
In my position as a Professional Land Surveyor, I have spoken with the decision makers of the Carolyn Circle development. I believe that it would be detrimental to submit documents at this time due to the flood plane data being in flux in the Garden City area.

While Garden City has taken the steps to accurately describe and delineate the different flood zones within their boundaries, those findings have not yet been finalized and recorded for public use. As such, it is virtually impossible to legally state the flood realities of the area in and around the Carolyn Circle development.

Therefore, it is my recommendation that an extension should be granted so that the necessary Flood data can be finalized prior to the submittal. This is truly the only way to mitigate any excess costs or losses to the developer or municipality.

Thank you for your time and attention with regard to this matter.

Sincerely,


Akemi Wells, PLS

Professional Land Surveyor
awells@m-m.net
(208.283.7384)

LICENSE # L-20895

July 6, 2026

TBD, LLC

Ladies and Gentlemen:

Thank you for providing Archwest Funding, LLC ("Archwest") the opportunity to consider your needs for business purpose financing to be secured by real property collateral. Based on the preliminary information you provided, below is a basic overview of potential loan terms and conditions.

Borrower	Reed Street Development II , LLC Kevin Hawk & Rollin Hansen Decision Credit Score of 720 or greater
Purpose	Business Purpose Loan to facilitate the refinance and construction of the subject property
Collateral Address	TBD Carolyn Circle Garden City ID 83714
Lien Position	First (and no subordinate financing is permitted during the loan term)
Loan Amount	\$4,308,250.00 Note Amount Limited by 90% LTC 65% of ARV \$500,000.00 initial advance \$3,808,250.00 Holdback 100% of budget
Loan Term	18 months
Interest Rate	9.50% Fixed
Repayment Terms	Interest payable in monthly installments with a balloon payment comprised of the outstanding principal balance together with any other amounts then due under the loan payable upon the maturity date.
Guarantor	Principal with 20% or greater stake in Borrower (must be one or more individuals to be determined by Archwest upon its analysis of Borrower's organizational structure and completion of its underwriting)
Advances	All Advances described herein to be made at Archwest's discretion after Borrower's satisfaction of any and all conditions precedent set forth in the applicable loan documents including without limitation, (i) no default or event of default has occurred or is continuing and (ii) Borrower timely provides proof of permits, payments, lien waivers, vouchers and all other information required by Archwest. All of the foregoing shall be in form and substance acceptable to Archwest in Archwest's sole and absolute discretion.
Fund Control Costs	Borrower shall be responsible for the following expenses associated with the construction fund control account: • Third party project feasibility and fund control set-up fees not to exceed \$1,250.00. This will be charged to the Borrower at closing and added to the respective settlement statement. • Third party fund control inspection and disbursement processing fees not to exceed \$150.00 per inspection performed at least bi-monthly. This charge will be netted out of an applicable disbursement when applicable. • The actual cost of construction loan advance endorsements to Archwest policy of title insurance.
Due-Diligence	Credit reports and background investigations with respect to the Borrower and Guarantors as well as an interior appraisal, flood certificate, and other collateral investigations will be conducted by Archwest at Borrower's expense
Loan Origination Fees & Expenses	Borrower will be responsible for payment of: • Loan Origination Fee equal to 1.00% of the Loan Amount to Archwest Capital • \$1,595.00 documentation/processing fee; and,

	• Archwest's Due-Diligence expenses; and, • Archwest title insurance premium and all related title and survey charges, broker's fees, mortgage documentary and recording taxes, and any other closing fees and similar expenses as well as Borrower's own legal and other expenses.
Title Insurance	Most recent ALTA Extended Coverage Required (unless otherwise set forth by Lender) in an amount not less than the actual loan amount, along with Lender's required endorsements. Title Insurance Company shall be North American Title, Stewart Title, Westcor or WFG National. <i>If refinance:</i> The Lender reserves the right to open Title with its preferred title company, Borrower shall pay all costs, fees and expenses incurred in connection with closing of this transaction.
Insurance	Insurance carrier must be rated no less than A- VIII by A.M. Best Must include "Causes of Loss- Special Form" or "All Risk" hazard insurance, liability insurance. In addition, business interruption/rent loss insurance shall be required for at least 12 months. Flood, earthquake, windstorm insurance may be applicable as may be required by Lender. Lender must be included as an additional mortgagee/loss payee/additional insured.

Archwest will pursue a course of action that could lead to a financing transaction upon: (1) receipt by Archwest of all of the documents, deposits and information requested by Archwest for the purpose of processing and underwriting the proposed financing transaction; and (2) completion of all Archwest's due-diligence, credit analysis and underwriting and a final determination by Archwest, in its sole discretion, of the terms and conditions under which Archwest, might elect to proceed to consummate a financing transaction. This terms and conditions set forth herein can be changed at any time and hereby expires within seven business days of receipt by you.

This letter is for discussion purposes only and does not represent a commitment on our part to lend or, conversely, a commitment by you to borrow and, if approved, other loan terms and conditions may apply. We appreciate your consideration and look forward to doing business with you!

Sincerely,

Archwest Funding, LLC

ACKNOWLEDGED AND AGREED:

By:

Date:

ACKNOWLEDGED AND AGREED:

By:

Date:



To: Mayor and City Council
From: Development Services Department
Subject: Department Status Report
Date: For July 27, 2026, Council Meeting

Month of June 2026

Transportation

[Coordinated Regional Waterway-Pathway Plan](#) (linked): The COMPASS Board of Directors approved the Coordinated Regional Waterway-Pathway Plan. The Coordinated Regional Waterway-Pathway Plan includes a prioritized list of potential future waterway-pathway projects, an implementation roadmap for COMPASS member agencies, and a regional pathway toolkit containing:

- An interactive webmap of the 20 highest priority future waterway-pathways
- Model code language for development-driven pathways
- Irrigation organization master agreement template
- Pathway design templates
- [Interactive Webmap](#) (linked)

Pierce Park/ State Street updates ([linked](#))

Active Design Projects:

- State Street: Glenwood to 27th Street: Monthly design meetings in progress
- Chinden Drainage and Design: Drainage in legal review
- Marigold: Stakeholder outreach completed
- Adams Street: Public survey is active
- Glenwood sidewalk Bridge to Riverside Drive west side: On hold until est. 2028 to accommodate the accompanying ITD projects.
- TMP: In process of drafting the plan.

Quasi-Judicial Activity

Planning and Zoning Commission- Minutes: [Link](#)

Budget Review

Revenue	FY2016 ACTUAL	FY2017 ACTUAL	FY2018 ACTUAL	FY2019 ACTUAL	FY2020 ACTUAL	FY2021 ACTUAL	FY2022 ACTUAL	FY2023 ACTUAL	FY2024 ACTUAL	FY2025 ACTUAL	FY2026 Y- T-D THRU 03/31/20 26
Total	624,411	550,128	636,744	500,918	689,783	1,134,980	1,012,098	1,384,609	967,353	720,373	576,340
Expenses	FY2016 ACTUAL	FY2017 ACTUAL	FY2018 ACTUAL	FY2019 ACTUAL	FY2020 ACTUAL	FY2021 ACTUAL	FY2022 ACTUAL	FY2023 ACTUAL	FY2024 ACTUAL	FY2025 ACTUAL	FY2026 Y- T-D THRU 03/31/20 26
Total	570,793	432,789	541,459	518,010	588,981	856,590	981,815	1,118,838	1,074,311	1,004,279	556,027
Net Effect on Fund Balance	53,618	117,339	95,285	(17,092)	100,802	278,390	30,283	265,771	(106,958)	(283,906)	20,313
Fund Balance	37,955	155,294	250,579	233,487	334,289	612,679	642,962	908,733	801,775	517,869	

North Ada County Fire & Rescue District - Garden City reporting

Reviews: 11

Plan Mods:0

Issued Permits: 14

Applications Finalized: 3

Inspections: 16

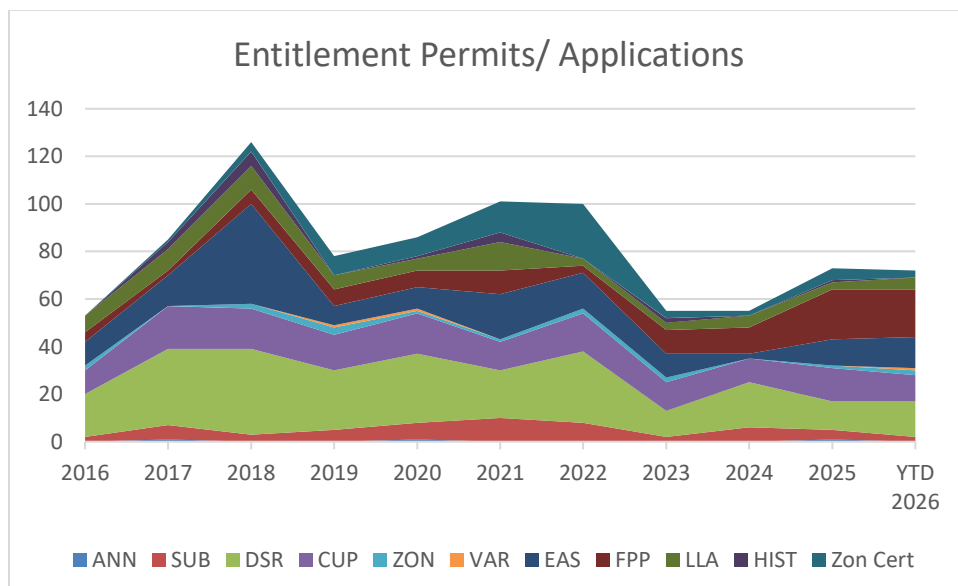
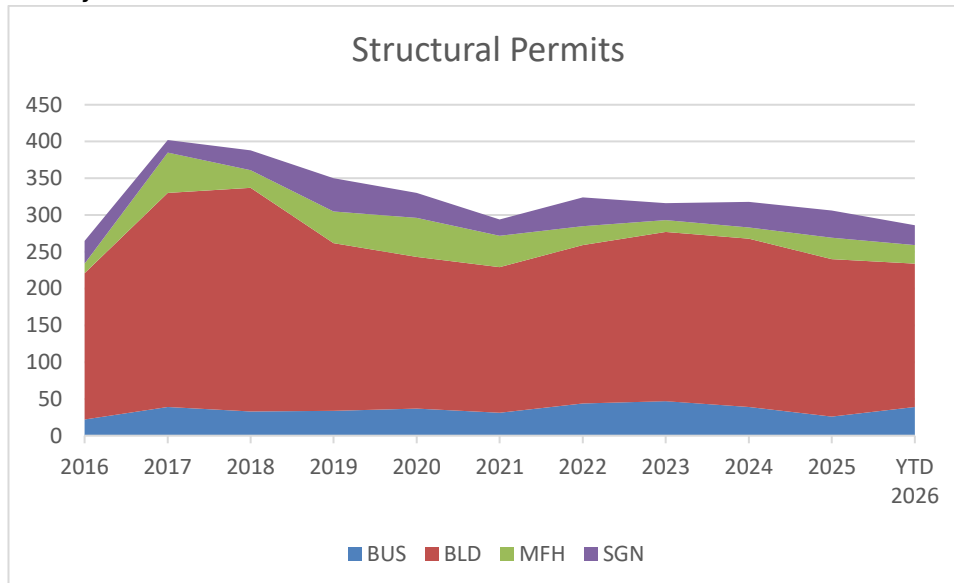
Code Enforcement

- Current open cases: 1
- Cases closed: 2
- Open Dangerous Building Case: 0

Permit/Application Activity

Type of Permit	Filing Acronym	Average 2016-2025	YTD 2026
Business Compliance	BUS	39	39
Building	BLD	257	195
Manufactured Homes	MFH	35	25
Sign	SGN	34	27
Annexation (or de-annexation)	ANN	0	0
Subdivision	SUB	6	2
Design Review	DSR	26	15
Conditional Use Permit	CUP	16	11
Map Rezone	ZON	2	2
Variance	VAR	0	1
Easement or Easement Vacation	EAS	15	13
Floodplain	FPP	9	20

Lot Line Adjustment	LLA	7	5
Grandfather Use Analysis	HIST	2	0
Zoning Certificate of Compliance	ZON CERT	7	3
Public Works Permit	PWU	19	15
Ability to Serve	ATS	20	21



Active Subdivisions:

In Review

- Cheryl's Place- Single Family, 4 lots, 3519 N. Clay Street (continued to a date not determined)
- 43rd Street Townhomes, 3 lots, 216 E. 43rd Street

Preliminary Plat Approved (the City Council has approved an application for a preliminary plat)

- Reese Townhomes- 28 residential lots and 4 common lots: 04 W. 36th St., 203 & 205 W. 37th St.

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

- Strand (formerly Carre Sol and ½ of Shavasana): 35th / Carr Streets –6 lots, 1 common lot residential townhome subdivision
- Edgemere- Single Family, 10 lots, 1 common at 219 E. 44th Street
- Petra Point- Single family, 8 buildable lots
- Amigos- 11 townhome and 1 common lot residential subdivision at 3933 & 3921 Adams St
- Riverview Villas- 14 lots consisting of 12 Single Family; and 2- live work units at 606 E 43rd.
- Honick Townhomes – Single Family, 6 lots, 0 common lot
- Zhanna– Single Family, 9 lots, 1 common lot at 313 E. 48th Street
- Elle Estates- Single family, 14 lots, 1 common lot
- Pointe Pierce Villas - 12 residential lot and 1 common lot subdivision
- Mod Court - Single family, 24 lots
- Carolyn Circle - Single family, 12 lots
- Pineda - Single family, 2 lots
- Torne Flats Townhomes - Single Family, 12 lots, 1 common lot

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

- Stateside Subdivision (River Club Townhomes) - 134 single-family with 6 common lots at 6515 West State Street
- Quad Six - 9 single family residential lots (initially approved for 7 units)
- Chandler's Place - 12 residential units
- Coffey Townhomes - Single family, 82 lots
- Glass Island View: Plantation – Single Family, 3 lots
- River Path Subdivision – Single Family, 23 lots, 3 common lots
- Riverpoint - 49th Street – Single Family, 8 buildable residential, 1 common lot
- Casino Beach Sub: 34th Street – Residential and Commercial, 26 lots, 6 common lots
- Life Tree Village – Single Family, 5 residential, 1 common lot

- Forty Fifth Street – Condos/Townhouses, 15 lots, 5 common lot
- Shindig Subdivision- 95 residential lots -the division of the State Street Townhomes (fully constructed)
- Creation Row - Allworth- 31 buildable residential lots

Garden City Departmental Monthly Status Report

To: Mayor and City Council

From: Library

Subject: Departmental Monthly Status Report

Date: 7/1/26

Executive Summary: Report for activity throughout the month of June 2026

Items that have occurred since the last report are as follows:

1. Tuesday Summer Reading Programs are a hit
 - a. 82 @ Stuffed Animal Picnic
 - b. 321 @ Reptile Visit
 - c. 92 @ Magic Show
 - d. 39 @ Bone Detectives
 - e. 61 @ Family Bingo
2. A rough estimate on SRP participation at the ½ way point
 - a. 975 youth
 - b. 75 baby
 - c. 250 teens
 - d. 600 adults
 - e. 1900 total
3. A new notary policy was approved. Patrons will need to schedule appointments 2 days in advance. This service will reopen to patrons on 3 August.
4. A maintenance technician said the bookmobile is in good shape and has a minimum of a 10-year lifespan.
5. A new patron copier was installed.
6. The Bash for Books fundraiser was held by the Foundation. They sold 108 tickets and net \$15K.
7. LEAP software was down for four hours this month.
8. We are working to upgrade the software for mobile print, patron computer lab reservations, and print release.
9. New closures were installed on the bathroom doors for ADA compliance.
10. Hoopla has been capping out in an unusual manner. 50 is normal. In May we had 300. These are patrons who were denied access to material due to budget constraints.
11. Conduit at the hold's locker was vandalized. Public Works noted and repaired the damage.
12. New titles are available in NewsBank: BoiseDev, Boise Weekly, Idaho Education News.
13. The Library was closed on Juneteenth.

Garden City Departmental Monthly Status Report

14. Bells for Books was featured on an Idaho Matters episode.
15. Kate Souza was confirmed for another term on the Board of Trustees.
16. GCPL is updating Tonie images in the catalog for the entire Lynx Consortium.
17. LocalHop now integrates with our catalog. Patrons will be able to see upcoming events through the catalog as well.

Developing issues that are imminent or will occur within the next few weeks:

1. The Summer Reading Program continues through July 31st, with grand prizes drawn and a Wrap-up Party on August 7th.



GARDEN CITY POLICE DEPARTMENT

Cory Stambaugh - Chief of Police

Tom Patterson - Patrol Division Commander

Tyler Domeny - Administrative Division Commander



301 EAST 50TH STREET GARDEN CITY,
IDAHO 83714

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

To: Mayor and City Council
From: C. Stambaugh
Subject: Departmental Monthly Status Report – June 2026
Date: July 15th, 2026

Patrol Update/Stats

PERFORMANCE MEASURE-2026	<u>June</u>
Total Citations Written	442
Moving Citations (ALL)	243
Non-Moving Cites (ALL)	199
Moving Citations (STEP)	90
Warnings-written	187
Non-Injury Accident	7
Injury Accidents	4
Alcohol Related Accidents	2
Fatality Accidents	0
Inattentive Driving	2
Failure to Yield	32
Following too Close	6
Seat Belt Cites	5
Child Restraint Cites	0
DUI Arrests	9
Arrest Charges	211
False Alarms	1
Total DR's pulled	166

Total traffic contacts (patrol/STEP):

350 traffic stops, 11 collisions

9 UNIT:

Combined training hours: **82 hours**
Deployments **11 Detection/2 Patrol**

Cpl. Barghoorn and Officer Isaacs participated in the annual Idaho Police K9 Conference this month, which was held throughout Ada County. This provides valuable training and networking opportunities for the various K9 units all over Idaho.

Patrol Division (notable arrests/calls):

6/1	Delivery of a Controlled Substance	A parcel containing suspected methamphetamine was located. Investigation by IMPACT and case routed for charging.
6/2	DUI (excessive)	Proactive patrol led to a citizen flag down regarding a suspected DUI. Investigation led to the eventual arrest of the suspect for excessive DUI.
6/4	Commercial burglary	Several suspects entered a local business overnight and committed a burglary. Investigation ongoing.
6/5	DUI (second)	Proactive traffic patrol led to the arrest of the driver for DUI (second offense)
6/5	DUI	Proactive traffic patrol led to the arrest of a driver for DUI.
6/8	Grand Theft (recovered property)	Citizen had a high dollar bicycle stolen from a park in Boise. A tracker in the bike led them to Garden City where officers assisted in recovering the bike and returning it to the owner. Suspect unknown.
6/10	Fugitive arrest	IMPACT team and other agencies located a fugitive at a local motel. Surveillance established and the suspect was successfully arrested on six outstanding warrants, including domestic violence and battery on a police officer.
6/11	Petit theft, trespass, resist/obstruct, battery on LE	Officers attempted to remove a trespasser/theft suspect from a local business. The suspect resisted, and battered officers resulting in multiple charges.
6/12	Drug arrest, resist and obstruct, FTA warrant	Call for service for subject passed out in vehicle. Officers contacted suspect and removed him from the vehicle, observing suspected drug paraphernalia in plain view. Suspect resisted and was arrested. Suspected methamphetamine located, and outstanding warrant discovered.
6/12	Drug arrest	Call for service for suspicious subject led to an arrest for suspected methamphetamine and paraphernalia.
6/16	Trespassing/resist obstruct	Call for service at local motel for trespassing led to arrest for resist and obstruct/trespass.
6/16	Agency assist/Aggravated Battery	Officers assisted MPD/BPD in locating an aggravated battery suspect who had fled in a

		vehicle into Garden City/Boise. Suspect located and arrested.
6/17	Drug arrest/probation violator	Proactive patrol led to traffic stop. Driver was on supervision and was found to be in possession of suspected methamphetamine.
6/18	Drug arrest	Proactive patrol identified a suspicious vehicle and a traffic stop was conducted. Suspected methamphetamine was located in plain view.
6/23	Drug arrest/parole violator	Proactive patrol identified a suspicious vehicle operated by an out of state parolee. Investigation led to the arrest of two for suspected methamphetamine/paraphernalia.
6/26	Burglary	Unknown suspect forced entry into an occupied residence during the evening, then fled. Investigation ongoing.
6/27	Eluding (misdemeanor)	Juvenile was observed illegally riding an eMotorcycle. Suspect fled from officers and was later identified. Suspect cited and eMotorcycle impounded for evidence.
6/27	DUI	Proactive traffic enforcement led to the arrest of a driver for DUI.
6/27	Drug arrest	Proactive traffic enforcement led to a traffic stop. After a positive K9 alert suspected methamphetamine located in vehicle.
6/27	DUI (crash)	Officers responded to a vehicle crash and identified one of the drivers as intoxicated. Arrested for DUI.
6/28	DUI	Officers responded to a report of an intoxicated driver. Vehicle located and driver arrested.
6/28	DUI/Agents Warrant/Drug arrest	Officers responded to a report of an intoxicated driver. Suspect arrested for DUI, Open Container, marijuana, and was found to be on felony supervision.
6/29	Eluding	A stolen vehicle from Meridian was observed driving recklessly through several parts of Ada County. Located by GC officer, and brief pursuit occurred. The vehicle was later located abandoned and returned to the owner.

Animal Control

- Dogs taken into shelter 2
- Dogs surrendered to IHS 6
- Cats surrendered to IHS 27
- Citation issued 0

JUNE 2026 CIU MAJOR CASE UPDATE

Current assigned cases: 82

Child Abuse Investigation In The 200 Block Of W 39th St

Investigators were called to investigate a report of child sexual abuse. This case coincided with an additional report of a separate incident through Boise Police Department. The investigation, jointly conducted, discovered evidence of false reporting. Charges are currently being pursued for false reporting.

Sexual Abuse Report In The 300 Block Of E 38th St

Follow-up conducted on a sexual abuse report of two small children. Medical evaluation was conducted, finding no obvious signs of abuse or physical evidence. Case is ongoing. Of note, the children were removed from parental care by Boise Police Department approximately the same day for unrelated issues. Investigation ongoing.

Dangerous Chemical Report In The 5800 Block Of Garrett St

Investigators were called to investigate the possibility of possession of Uranium. The subject was seen to have bottles and vials with hazardous markings and “uranium” with the radiation symbol on the containers while undergoing a medical evaluation. An investigation was conducted and interview of the subject completed. It was determined that the uranium was not enriched and was purchased legally through the internet. No intent of nefarious activity was uncovered.

Critical Incident Task Force Lead Investigation At Chinden Blvd And Glenwood St

Garden City detectives were called and assigned as the lead investigating agency after an Eagle deputy engaged in a pursuit. The suspect vehicle fled at an extremely high speed, causing a traffic collision with an uninvolved citizen vehicle at the intersection. The deputy vehicle was several hundred feet back and was not involved in the collision. Serious injuries suffered by the suspect driver. Investigation ongoing. Crash reconstruction report pending. CITF criminal investigation pending as well.

Domestic Battery Investigation In The 6000 Block Of Smokey Way

Follow-up investigation into a reported domestic violence battery between partners. Investigation ongoing. Suspect arrested the night of the incident for felony domestic violence.

Report Of Possible Rape On The Greenbelt Near 36th St

Investigators were called out to investigate a report of possible rape on the greenbelt near 36th St. The victim, a juvenile female, was highly intoxicated at the time. Follow-up investigation is ongoing. No arrests have been made. Evidence is still being gathered. No threat to the public.

Attempted Delivery Of Illicit Narcotics In The 7000 Block Of W State St

Investigation into the attempted delivery, via mail courier, of illicit narcotics. Follow-up investigation yielded the seizure of the narcotics and the arrest of the suspect. No further follow-up needed.

Attempted Kidnapping Report In The 300 Block Of E 45th St

A juvenile male was on the porch of an unoccupied trailer around 0200 hours when a male approached him and asked several questions about his identity and reasons for being on the unoccupied porch at the time. The unknown male grabbed the juvenile by the arm before releasing him immediately upon the juvenile screaming and pulling away. Investigation ongoing.

Burglary In The 3400 Block Of Chinden Blvd

Multiple unknown male suspects, possibly juveniles, entered a winery after hours on multiple occasions. In total, 23 bottles of wine were stolen. One suspect identified. Investigation sill ongoing. No arrests made at this time.

Victim Witness

New cases worked on: 14 (8 felonies, 6 misdemeanors)

Female: 8

Male: 6

GC Call Outs: 2

DVs: 5

Injury to Child: 1

VPO/VNCO: 3

Other: 5

Regular CARES: 3

Emergency CARES: 0

Evidence Statistics

MONTH	# RECEIVED	# DISPOSED	PENDING DISPOSAL	RTO'D	PROSCUTOR REQ'S	CRIME SCENES
JAN	103	146	13	24	54	0
FEB	69	15	3	11	49	0
MAR	68	61	10	8	48	0
APR	85	41	12	10	66	0
MAY	96	12	3	21	75	0
JUN	100	12	0	15	73	0
JUL						2
AUG						
SEPT						
OCT						
NOV						
DEC						
TOTAL	521	287	41	89	365	2

Mayor and Council,

This is my last monthly report. Thank you for your support over the past three years. I appreciate what you do for the city, the department and our citizens.

Team GCPD is in great hands and will continue their great work to take the department to the next level.

It has been an honor to serve our team, the city and our citizens.

Thank you!

Cory

Garden City Monthly Status Report: Public Works

To: Mayor and City Council

From: Public Works

Subject: Monthly Report

Date: 7.23.2026

June 2026

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

Current:

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

Ongoing Concerns/Projects:

1. **Adams sewer main (Joint project with Boise City):** With a project this size there are a lot of loose ends to take care of and a lot of participants so it will seem like nothing is moving forward but I assure you it is. Engineered plans are close to completion and property adjustments are being put in place. We are now working on property acquisition. **Collections/Admin** **No Update**
2. **Osage - 43rd St sewer:** Ongoing - Engineered plans in process to turn Osage sewer north at 43rd St then tie the line into the new Adams St. sewer trunk line (above project). This is part of the Adams sewer main installation. **Collections.**
No Update
3. **45th St water main replacement:** This project is currently at the end of design phase.
Water/Admin

Garden City Monthly Status Report: Public Works

Current URA Projects

1. **Greenbelt replacement, 36th pedestrian bridge to Heron Park:** River floodplain work has been completed. Final engineering work is under way with project expected to go out to bid late summer/early fall. Still on track for a fall bid. **Parks/Facilities, Admin**
2. **40th St /41st St water main:** Construction is underway. 40th St is at the end of construction. **Water/Admin**
3. **Well 14 (207 E. 38th St):** Funding has been secured through the Idaho Department of Environmental Quality (IDEQ). Engineering work has started. **Water/Admin**

Upcoming URA Projects:

1. **32nd St.- 35th St. Sewer main replacement:** This project will go out to bid late summer. **Collection**
2. **33rd St Water main replacement:** Project will go out to bid late summer. Working on bid documents. This project will be combined with the 32nd-35th sewer main replacement work noted above. **Water**
3. **Reed St (38th – 40th) Sewer replacement:** This project is currently in design phase and will most likely be a late summer/early fall project. **Collections**
4. **Heron Park sidewalk installation:** Plans are complete. Looking to get this project out to bid summer of '26. **Parks/Facilities**
5. **Well 15 (old well 4 location) :** Engineering work has started. **Water/Admin**
6. **39th St watermain, Kay St watermain and sewer main replacement:** Project will go out to engineering in late summer **Water/Sewer/Admin**
7. **Well 14 (207 E. 38th St.):** Funding has been secured and engineering work has started. **Water/Admin**



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, City Attorney.
DATE: July 27, 2026.
SUBJECT: Proposed Resolution No. 1255-26, relating to donating personal property to the College of Western Idaho; declaring certain personal property of the city to be surplus; authorizing and directing the disposal of the property; providing for related matters; and providing an effective date.

ACTION REQUIRED: Within the City Council's discretion.

RECOMMENDATION: Approval of Proposed Resolution No. 1255-26.

FISCAL IMPACT/BUDGET IMPLICATIONS: There is no substantial financial impact on from the donation of this property.

BACKGROUND: The City Police Department has a Ford Explorer that has reached the end of its lifespan and is not functional for its designed purpose as a police vehicle. Accordingly, the Police Department is requesting that it dispose of this property by transferring to CWI for Law Enforcement program.

ANALYSIS: The Garden City Police Department (GCPD) and the City of Garden City can legally transfer ownership of the 2018 Ford Explorer (Vehicle number 181, VIN 1FM5K8AR2JGA32335) to the College of Western Idaho (CWI) without consideration by executing an intergovernmental transfer of personal property, followed by the proper delivery and assignment of the vehicle's certificate of title. Because both the granting municipality and the receiving community college district are recognized public entities under Idaho law, they may execute this transfer directly if the governing body of the city determines the transfer is in the public's best interest.

Intergovernmental Transfer of Personal Property

Under Idaho law, community college districts and cities possess the express statutory authority to convey or transfer personal property to one another. Idaho Code § 67-2322. Specifically, Idaho Code § 67-2322 empowers these units of government to transfer personal property with or without consideration. Such a transfer or conveyance may be made without payment when, in the judgment of the granting unit's governing body (the Garden City Council), the transfer is determined to be in the best interest of the public.

To legally effectuate this transfer:

1. **Public Interest Determination:** The Garden City Council must make a formal determination or judgment that donating the out-of-service, damaged police vehicle to CWI's Law Enforcement program is in the best interest of the public.

2. **Authorization:** Upon making this determination, the city can authorize the direct transfer of the vehicle to CWI without requiring a public auction, sealed bids, or commercial sale.

Vehicle Title Transfer and Delivery Requirements

To finalize the transfer of ownership, the city must comply with Idaho's vehicle titling statutes. Under Idaho Code § 49-502(1), no person or entity may sell or otherwise dispose of a vehicle without delivering a properly assigned certificate of title to the transferee.

- **City's Obligation (Transferor):** GCPD and the city must endorse and deliver the existing certificate of title for the 2018 Ford Explorer to CWI. The assignment on the title must be executed as necessary to show title in CWI. Doing so fulfills the transferor's legal obligation to divest itself of title ownership.
- **CWI's Obligation (Transferee):** Once the assigned certificate of title is delivered, the burden of acquiring and filing for a new certificate of title in its own name rests solely upon CWI as the purchaser/transferee. CWI must obtain a certificate of title in its name in accordance with Idaho vehicle titling provisions.

Salvage Title Considerations

Because the vehicle was involved in an accident and has body damage that CWI intends to repair, the parties must note Idaho's salvage vehicle requirements. If the vehicle meets the legal definition of a "salvage vehicle," specific rules apply:

- Under Idaho Code § 49-524(13), any owner of a salvage vehicle who sells or transfers the vehicle must provide a properly executed assignment of the salvage certificate of ownership to the transferee.
- Furthermore, a purchaser or transferee cannot legally possess or retain a salvage vehicle without holding a salvage certificate of title, which must be displayed upon the request of any peace officer or agent of the Idaho Transportation Department. If the vehicle's damage level triggers salvage status, the appropriate salvage title paperwork must be processed during the transfer.

Additionally, the City is not statutorily required to formally declare a 2018 Ford Explorer as surplus property before authorizing its donation to the College of Western Idaho.

Transfer of Personal Property Between Governmental Units

A 2018 Ford Explorer constitutes personal property. The statutory provisions governing the disposal of underutilized, unused, or surplus property, such as Idaho Code § 50-1401 and Idaho Code § 50-1403 specifically regulate the management, exchange, public auction, and conveyance of "real property" owned by a city. These real property provisions require specific procedures, such as public hearings, public auctions, or determinations of underutilization. However, no parallel statutory requirement exists within these provisions mandating a formal "surplus" declaration for the transfer of personal property, such as a motor vehicle, to another public entity like a community college district.

Qualifications and Limitations

This authority is subject to the limitation that the recipient institution, the College of Western Idaho, must qualify as an eligible governmental unit or community college district under the joint exercise of powers statutes. Additionally, the transfer must be formally authorized by the city's governing body upon a finding that the donation is in the best interest of the public.

The College of Western Idaho is considered an eligible community college district for the purposes of qualifying under Idaho Code § 67-2322. Idaho Code § 67-2322 expressly grants the power to convey or transfer real or personal property—with or without consideration—to "community college districts," alongside other specified units of government and districts, such as counties, school districts, and highway districts.

Joint Exercise of Powers Framework

While Idaho Code § 67-2322 governs the transfer of property between public entities, it operates in tandem with Idaho Code § 67-2328, which dictates the joint exercise of powers. Any power, privilege, or authority held by a "public agency" of the state of Idaho may be exercised and enjoyed jointly with any other public agency having the same power, privilege, or authority. The status of a community college district as a distinct public corporation and political subdivision is supported by Idaho's broader statutory and judicial definitions of governmental entities.

The vehicle in question has reached the end of its lifespan and is not functional as a result of updated platforms or newer/more advanced technology. This property no longer serves the needs of the City. Therefore, I am recommending approval of proposed Resolution No. 1255-26, in which the property is declared surplus. As the property has minimal value as a police vehicle, it is recommended that the Police Department be authorized to transfer it off as requested.

CONCLUSION: The proposed donation information from GCPD is attached to Resolution No. 1255-26. The agreement includes data integrations for ITS RMS, Tyler RMS and CAD; and Axon Evidence. In light of the information provided, I am recommending approval of proposed Resolution No. 1255-26.



GARDEN CITY POLICE DEPARTMENT

Cory Stambaugh - Chief of Police

Lt. Tom Patterson - Patrol Division Commander

Lt. Tyler Domeny - Administrative Division Commander



301 EAST 50TH STREET GARDEN CITY, IDAHO 83714

TELEPHONE 208-472-2950

FAX 208-472-2997

Mayor and Council Members,

CWI is looking for used police vehicles to use in their Law Enforcement program. We have a vehicle that we were getting ready to rotate out of service involved in a minor accident months ago. We chose not to fix it since it was scheduled to be rotated out of service soon. CWI has a body shop and can fix the vehicle and then use it in their program. Our desire is to transfer ownership to them in support of their program.

Vehicle number 181- 2018 Ford Explorer (VIN 1FM5K8AR2JGA32335)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN CITY, IDAHO, AUTHORIZING THE DONATION OF A 2018 FORD EXPLORER TO THE COLLEGE OF WESTERN IDAHO; DETERMINING THAT THE DONATION IS IN THE PUBLIC'S BEST INTEREST; AUTHORIZING THE TRANSFER UNDER IDAHO'S INTERGOVERNMENTAL COOPERATION STATUTE; AND AUTHORIZING THE DELIVERY OF THE ENDORSED CERTIFICATE OF TITLE TO THE COLLEGE OF WESTERN IDAHO.

WHEREAS, the City of Garden City is a municipal corporation duly organized and existing under the laws of the State of Idaho with the authority to acquire, hold, and dispose of personal property in the manner it deems to be in the public interest; Idaho Code § 50-301; and

WHEREAS, the Garden City Police Department owns a 2018 Ford Explorer, Vehicle Number 181, Vehicle Identification Number 1FM5K8AR2JGA32335 (the "Vehicle"), which was scheduled to be rotated out of service as part of the department's normal fleet replacement practices; and

WHEREAS, the Vehicle was involved in a minor accident months ago, and the City chose not to repair the Vehicle because it was already scheduled to be rotated out of active service; and

WHEREAS, the College of Western Idaho ("CWI") is a community college district organized and operating under the laws of the State of Idaho with the statutory authority to acquire and hold personal property for the performance of its educational functions pursuant to Idaho Code § 33-2107; and

WHEREAS, CWI has requested the donation of the Vehicle for use in its Law Enforcement program, and CWI operates a body shop with the capability to repair the Vehicle and subsequently use it for law enforcement training purposes; and

WHEREAS, Idaho Code § 67-2322 authorizes cities and community college districts to convey or transfer personal property to one another with or without consideration, and such conveyance or transfer may be made without consideration or payment when it is in the best interest of the public in the judgment of the governing body of the granting unit; and

WHEREAS, the donation of the Vehicle to CWI will directly support law enforcement education and training in the community, thereby serving a valid public purpose by assisting in the preparation of future law enforcement professionals; and

WHEREAS, the City Council has determined that donating the Vehicle to CWI is in the best interest of the public because it: (a) provides a valuable educational resource to a public institution serving the citizens of Idaho; (b) eliminates the costs and administrative burdens associated with other disposal methods; (c) supports the development of the

regional law enforcement workforce; and (d) represents an efficient use of public assets that are no longer needed for their original purpose; and

WHEREAS, Idaho Code § 49-502 requires that no person shall sell or otherwise dispose of a vehicle without delivery to the purchaser or transferee of a certificate of title with an assignment as necessary to show title in the purchaser or transferee; Idaho Code § 49-502; and

WHEREAS, the City Council finds that all conditions necessary for the lawful transfer of the Vehicle to CWI have been satisfied.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Garden City, Idaho, as follows:

Section 1. Determination of Public Interest

The City Council hereby determines and declares that the donation of the Vehicle to the College of Western Idaho without consideration is in the best interest of the public and serves a valid public purpose by supporting law enforcement education and training.

Section 2. Authorization of Donation

The City of Garden City is hereby authorized to donate, convey, and transfer the 2018 Ford Explorer, Vehicle Number 181, Vehicle Identification Number 1FM5K8AR2JGA32335, to the College of Western Idaho without consideration pursuant to Idaho Code § 67-2322.

Section 3. Authorization to Execute and Deliver Certificate of Title

The Mayor, City Clerk, or such other city officials as may be necessary are hereby authorized and directed to execute, endorse, and deliver to the College of Western Idaho the certificate of title for the Vehicle with an assignment as necessary to show title in the College of Western Idaho, in accordance with the requirements of Idaho Code § 49-502.

Section 4. Authority to Execute Documents

The Mayor, City Clerk, or such other city officials as may be necessary are hereby authorized to execute any and all documents, instruments, and forms necessary or convenient to effectuate the transfer of the Vehicle to the College of Western Idaho, including but not limited to any release of liability statements, title transfer documents, and other instruments required by the Idaho Transportation Department or applicable law.

Section 5. Effective Date

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

ADOPTED by the Council and **APPROVED** by the Mayor of the City of Garden City, Idaho, this 27th day of July, 2026.

ATTEST:

APPROVED:

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: July 27, 2026
SUBJECT: Proposed Resolution No. 1256-26, approving an Agreement between Garden City and Peregrine Technologies; authorizing execution of said Agreement on behalf of Garden City; and providing an effective date.

ACTION REQUIRED: Within the City Council's discretion.
RECOMMENDATION: Approval of Proposed Resolution No. 1040-17.
FISCAL IMPACT/BUDGET IMPLICATIONS: Detailed below and in the contract.

BACKGROUND: The Garden City Police Department is requesting a Service Agreement involving the proposed Peregrine Customer Order Form & Scope of Services, beginning on August 3, 2026. The agreement would be \$46,000 for the first year, \$47,900 for the second year beginning August 3, 2027, and \$49,430 for the third year beginning August 3, 2028. I am providing the below legal analysis to assist the City Council.

ANALYSIS: Peregrine Technologies provided the proposed Peregrine Customer Order Form & Scope of Services, attached to proposed Resolution No. 1256-26. The agreement includes data integrations for ITS RMS, Tyler RMS and CAD; and Axon Evidence. I have reviewed the Service Agreement. In light of the information provided, I am recommending approval of proposed Resolution No. 1256-26 if Peregrine modifies the agreement to address my below concerns. However, the agreement must first have a non-appropriation clause.

Under Idaho law, a non-appropriation clause is a contractual provision commonly included in multi-year governmental agreements that makes the government's continued performance and payment obligations subject to the annual availability of appropriated funds, while also making the agreement renewable on an annual basis for the contemplated term. *In re Greater Boise Auditorium Dist. v. Frazier*, 159 Idaho 266 (2015). These clauses are designed to prevent governmental entities from violating the strict debt limits imposed by Article VIII, Section 3 of the Idaho Constitution.

The proposed multi-year contract between the City of Garden City and Peregrine requires a non-appropriation clause to ensure its validity and enforceability under Idaho law, unless the city holds a public vote. By including a non-appropriation clause, a multi-year lease or contract does not lock the city into a long-term, legally binding debt obligation; instead, it limits the city's liability to the current fiscal year by allowing the city to terminate the contract or decline renewal if funds are not appropriated for a subsequent year.

Application to the Garden City and Peregrine Agreement

The contract schedule provided outlines a multi-year service fee structure extending from the "Effective Date" through at least August 2028:

1. \$46,600 within 30 days of the Effective Date
2. \$47,990 within 30 days of August 3, 2027
3. \$49,430 within 30 days of August 3, 2028

Because this Agreement contemplates an "Initial Term" spanning multiple fiscal years and commits the City of Garden City to make payments in future years (2027 and 2028), it represents a multi-year commitment. Without a voter referendum, this Agreement would be void under Article VIII, Section 3 of the Idaho Constitution unless it contains a non-appropriation clause. Additionally, secondary drafting authorities caution that contracts extending beyond the current fiscal year must be reviewed to ensure a non-appropriation or fiscal funding contingency clause is included to comply with public expenditure limitations. Software and platform license subscriptions often incorporate external online terms of service, which makes having a clear, negotiated contract containing protective municipal provisions particularly critical.

The clause should be drafted to state:

Notwithstanding any provision in this Agreement to the contrary, the City of Garden City's payment and performance obligations under this Agreement in any fiscal year after the current fiscal year are strictly subject to and contingent upon the appropriation of funds by the Garden City Council. This Agreement shall be renewable on an annual basis for the contemplated term. In the event that the Garden City Council fails to appropriate sufficient funds for the platform license in any subsequent fiscal year, the City may terminate this Agreement at the end of the then-current fiscal year without penalty, liability, or further obligation, and the City's license to the Peregrine platform shall cease.

By explicitly linking the continuation of the Agreement to annual appropriations and annual renewability, Garden City avoids incurring an unconstitutional multi-year liability. A non-appropriation clause is a vital protective provision under Idaho law that prevents local governments from violating constitutional debt limitations in multi-year agreements. Because the Agreement between the City of Garden City and Peregrine dictates payment obligations extending across multiple years, it must include a non-appropriation clause. This clause should explicitly condition the City's payment obligations on the annual appropriation of funds by the city council and clarify that the agreement is renewable on an annual basis, permitting termination without penalty if funding is unavailable. I have asked Peregrine to add the non-appropriation clause to Appendix B.

Additionally, not knowing how many people are employed at Peregrine, the City needs to include a Freedom from Chinese Governmental Influence clause in all vendor contracts for services, supplies, IT, or construction executed after July 1, 2023. Additionally, an Anti-Boycott Against Israel clause and a Specified Individual or Company Boycott

Prohibition clause are also mandatory if the contracts meet the \$100,000 threshold and Peregrine has ten or more employees. Both the Anti-Boycott Against Israel clause and the Specified Individual or Company Boycott Prohibition clause could apply to the proposed three-year contract between the City of Garden City and Peregrine because the City is a public subdivision and the contract value exceeds \$100,000. However, Peregrine must actually employ ten or more employees (or ten or more full-time employees under § 67-2347A) for the certification requirements to be triggered. Additionally, the City of Garden City may avoid the Specified Industry Boycott certification if it formally determines that the requirement conflicts with its business needs or financial duties. I have asked Peregrine to add these clauses/certifications to Appendix B.

Moreover, when I reviewed the draft Agreement, I did not see a "go-live" clause but the City has had issues with contracts without such a clause before. The contract should explicitly require Peregrine to ensure the Service "goes live" (i.e., is implemented and operational) to establish clear, enforceable performance metrics under public contract management standards. Under Idaho public contract management principles, public entities must ensure that contracts are administered to guarantee the receipt and evaluation of agreed-upon deliverables. A generic promise to provide "conforming software" could be insufficient for municipal operations. Requiring a concrete "go-live" obligation protects the City from paying for a licensed software platform that is legally available but functionally non-operational due to configuration or integration failures. Establishing "go-live" as a mandatory contractual deliverable provides a clear milestone for agreement compliance, progress tracking, and the initiation of payments.

Not including a go-live clause could also be in issue considering that Peregrine is limiting its warranty. Limiting Peregrine's warranties to professional standards and substantial conformity to documentation is legally permissible but may not be in the City's best interest, as it waives broader statutory warranties. The question is whether the City Council is comfortable with this?

Additionally, the Vendor's attempt to limit its warranties to performing the service in a professional manner consistent with industry standards and ensuring substantial conformity to documentation is legally acceptable under Idaho law, but it requires the City to forfeit significant statutory protections:

- **Permissibility of Exclusions:** Under Idaho Code § 28-2-316, parties to a contract may limit or exclude implied warranties, including the implied warranty of merchantability and the implied warranty of fitness for a particular purpose. For an exclusion of the implied warranty of merchantability to be legally binding, it must mention merchantability and, if in writing, be conspicuous. For an exclusion of the implied warranty of fitness to be valid, it must be in writing and conspicuous.
- **Disadvantages of the Limitation:** Under Idaho Code § 28-2-314, a contract for the sale of goods carries an implied warranty of merchantability (ensuring the goods are fit for their ordinary purpose) unless specifically excluded. Furthermore, under

Idaho Code § 28-2-315, if a seller has reason to know the buyer's particular purpose and that the buyer is relying on the seller's skill to furnish suitable goods, an implied warranty of fitness for a particular purpose arises. By accepting Peregrine's limited warranty, the City waives these statutory protections. Best practices for public contracts suggest requiring broader warranties to ensure the software remains suitable for the City's specific operational needs.

While Peregrine may legally limit its warranties to professional service delivery and documentation conformity by using conspicuous disclaimer language, doing so deprives the City of valuable statutory implied warranties of merchantability and fitness. Finally, to ensure proper contract management and protect public funds, the Agreement should explicitly mandate a "go-live" requirement as a critical performance deliverable.

CONCLUSION: The proposed Agreement between the City and Vendor is attached to Resolution No. 1256-26. The agreement includes data integrations for ITS RMS, Tyler RMS and CAD; and Axon Evidence. In light of the information provided, I am recommending approval of proposed Resolution No. 1256-26 if the Vendor modifies the agreement to address my above-mentioned concerns.

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

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF GARDEN CITY, IDAHO, APPROVING THE PEREGRINE TECHNOLOGIES CUSTOMER ORDER FORM & SCOPE OF SERVICES AGREEMENT; AUTHORIZING EXECUTION OF THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, This Peregrine Customer Order Form & Scope of Services (“Agreement”) is between Peregrine (“Vendor”) and Garden City Police Department (“Customer”) and is effective on the date the last party signs it (the “Effective Date”). This Agreement provides the terms and conditions applicable to Customer’s purchase of products and services (“Service”) from Peregrine; and

WHEREAS, That the Mayor and Council of the City of Garden City, Idaho, hereby adopt the Peregrine Customer Order Form & Scope of Services, which is attached and labeled Exhibit A; and

WHEREAS, That this Resolution shall be in full force and effect immediately upon its adoption and approval.

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

SECTION 1. That the Agreement, marked Exhibit “A” attached hereto and incorporated herein by reference, be, and the same is hereby, approved as to both form and content.

SECTION 2. That the Mayor and/or Chief of Police is hereby authorized to execute said Peregrine Customer Order Form & Scope of Services on behalf of the City of Garden City when appropriate.

SECTION 3. That this Resolution shall be in full force and in effect immediately upon its adoption and approval.

PASSED by the Council and **APPROVED** by the Mayor of the City of Garden City, Idaho, this 27th day of July, 2026.

ATTEST:

APPROVED:

Lisa M. Leiby, City Clerk

John G. Evans, Mayor



EXHIBIT A

PEREGRINE CUSTOMER ORDER FORM & SCOPE OF SERVICES

Customer Information	
Customer Name: Garden City Police Department	Contact: Tyler Domeny
Address: 301 E 50 th St, Garden City, ID 83714	Phone: 208-472-2954
Email: tdomeny@gardencitypolice.org	Email (For Invoice Receipt):

Peregrine Services
Pricing Expiration: The following fee schedule is available to the Customer if Order Form is signed on or before July 31, 2026.
Effective Date: August 3, 2026
Initial Term: From the Effective Date through August 2, 2029 (" Initial Term ").
Description: Annual license subscription to the Peregrine platform.
Service Fee: Unless otherwise terminated as set forth in the Terms and Conditions, Customer shall pay Peregrine a service fee for the Initial Term as follows: a. \$46,600 within 30 days of the Effective Date b. \$47,990 within 30 days of August 3, 2027 c. \$49,430 within 30 days of August 3, 2028
Users: Customer may allow an unlimited number of employees of the Garden City Police Department to access and use the Service, provided that such access is solely for Customer's internal business purposes and not for the benefit of any third-party.
Ancillary Services: In accordance with Section 2.2 of the Terms and Conditions, Peregrine will provide Ancillary Services as part of the Service, including implementation, configuration, initial data integrations, onboarding, and training necessary to enable Customer's use of the Service. Peregrine will provide Customer with an introductory training session that includes an overview of the Service, background on accessible data sources as of the Effective Date, and an introduction to the analytic capabilities of the Service. Any services requested by Customer that are outside the scope of the Ancillary Services described herein ("Additional Services"), including with respect to data integrations that are not set forth in this Order Form, shall be subject to mutual written agreement of the parties, including with respect to fees, and will be set forth in a separate statement of work.

Data Integrations: The Customer Data sources and systems that Peregrine will integrate with the Service for Customer are: ITS RMS; Tyler RMS and CAD; and Axon Evidence.com.

The Customer is responsible for any third-party API or data access fees.

Peregrine services are provided subject to the terms set forth above on this Order Form together with the attached terms and conditions (the “**Terms and Conditions**,” and together with this Order Form, the “**Agreement**”). Any capitalized term used in this Order Form but not defined herein shall have the meaning ascribed to it in the Terms and Conditions. By signing this Order Form, Peregrine and Customer each agree to the terms and conditions set forth in this Agreement. In the event of any conflict between this Order Form and the Terms and Conditions, the terms of this Order Form shall govern to the extent of such conflict. This Order Form may be executed in counterparts (which may be delivered by electronic mail of .pdf files), each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument.

Peregrine

By: _____

Name: Robert WheelerTitle: Head of Commercial
Operations

Date _____

Signed: _____

Customer

By: _____

Name: _____

Title: _____

Date _____

Signed: _____

Attest: _____

Name: _____

Peregrine Customer Terms and Conditions

These Peregrine Customer Terms and Conditions govern the provision of the services described on the attached Order Form (“**Order Form**”) by Peregrine Technologies, Inc. (“**Peregrine**”) to Garden City Police Department (“**Customer**”). By executing an Order Form with Peregrine, Customer agrees to be bound by these Terms and Conditions.

1. Definitions.

“**Ancillary Services**” has the meaning specified in Section 2.2.

“**Authorized Sharing**” means the disclosure of Customer Data to one or more third parties solely to support Customer’s operational needs, as expressly permitted in a separate written agreement between Peregrine and Customer. Any such sharing will occur only as specifically authorized by Customer and implemented by deliberate configuration within Peregrine’s platform. Customer Data will not otherwise be disclosed to any third party.

“**CJIS Security Policy**” means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer, currently located at <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>.

“**Client-Side Software**” means any software in source or object code form that Peregrine makes available for use in connection with the Service, including Peregrine’s mobile application(s).

“**Criminal Justice Information Services Division**” or “**CJIS**” means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant criminal justice information to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment and licensing agencies.

“**Customer Data**” means any of Customer’s data, information, documents or electronic files that are provided to Peregrine via the Service or otherwise in connection with this Agreement, including any databases Customer procures from third party vendors for Peregrine’s integration with the Service; provided that, for purposes of clarity, Customer Data as defined herein does not include Usage Analytics.

“**Customer-Owned or Licensed Products**” means software, services, databases, or systems owned by Customer or licensed by Customer from a third party, which interoperate with the Service.

“**Documentation**” means the materials supplied by Peregrine hereunder, in any media, including any and all installer’s, operator’s and user’s manuals, training materials, guides, functional or technical specifications or other materials for use in conjunction with the Service.

“**Embedded Components**” means third-party technologies incorporated into Peregrine’s platform and provided as part of the Service.

“**Personal Information**” means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located, including without limitation all data considered “personal data”, “personally identifiable information”, or something similar under applicable laws, rules, or regulations relating to data privacy.

“**Peregrine Technology**” means (a) the Peregrine name, the Peregrine logo, and other trademarks and service marks; (b) audio and visual information, documents, software and other works of authorship, including training materials; (c) other technology included in the Service, including Client-Side Software, graphical user interfaces, workflows, products, processes, algorithms, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information provided by Peregrine under this Agreement; and (d) the work product or other results of Ancillary Services. Peregrine Technology does not include Embedded Components.

“**Service**” means Peregrine’s proprietary platform, consisting of a hosted web-based interface and the Client-Side Software.

“**SOW**” has the meaning specified in Section 2.2.

“Third-Party Data” means data or content made available through the Service that originates from a source other than Peregrine or Customer, and that Peregrine is authorized to provide access to as part of the Service. Third-Party Data does not include Customer Data or data accessed through Customer-Owned or Licensed Products.

“Usage Analytics” means data relating to the operation, support, and/or Customer’s use of the Service, including logs, telemetry, operational metrics, performance data, and other technical information generated in connection with such use. Usage Analytics does not include Customer Data but may be derived from Customer’s interaction with the Service. Peregrine owns all right, title, and interest in Usage Analytics. Peregrine may use Usage Analytics solely for internal business purposes to operate, maintain, and improve the Service, to develop new features, and for security and compliance uses.

“Users” means the individuals authorized by Customer to use the Service in accordance with the terms in the Order Form (including number and type of individuals who may access the Service) and that have been supplied user identifications and passwords by Peregrine.

2. Provision of the Service and Additional Services.

2.1. License Grant. During the Term and subject to the terms and conditions of this Agreement, including payment of the fees set forth on the Order Form, Peregrine shall license the Service to Customer on a nonexclusive, non-transferable, and non-sublicensable basis and permit Customer to (a) access and use the Service for Customer’s internal business purposes and (b) download, install and use any Client-Side Software for such purposes.

2.2. Ancillary Services. Peregrine will provide Ancillary Services as part of Customer’s use of the Service, as described in the Order Form. Unless otherwise expressly stated in the Order Form, Ancillary Services are included in the fees set forth therein and do not require a separate statement of work.

From time to time, Customer may request, and Peregrine may agree to provide, services that are outside the scope of Ancillary Services (**“Additional Services”**). Any such Additional Services will be described in a separate written statement of work executed by the parties (each, an **“SOW”**), which will set forth the applicable scope, assumptions, and fees.

To the extent any Ancillary Services or Additional Services result in any software code or other tangible work product (**“Work Product”**), all such Work Product will remain owned solely and exclusively by Peregrine and may be used by Customer solely in connection with Customer’s authorized use of the Service under this Agreement.

Customer shall permit Peregrine access to Customer’s offices and any other facilities necessary for Peregrine to provide Ancillary Services and any Additional Services, as applicable, provided that Peregrine shall comply with Customer’s standard security requirements, including escort requirements and background checks, as applicable.

2.3. Access and Policies. Customer will permit Peregrine access to Customer’s offices and any other facilities necessary for Peregrine to provide the Service, provided that Peregrine shall comply with Customer’s standard security requirements, including escort requirements and background checks, as applicable, Technical Support, and any Ancillary Services. Peregrine agrees to, and cause its personnel to, abide by Customer’s facilities access and use policies as provided by Customer to Peregrine in writing in advance of any on-site visits. Customer will also permit and enable Peregrine personnel to have offsite access to Customer Data and the Customer’s production platform for the Service in order to provide the Service, Technical Support, and Ancillary Services (and, if applicable, any Additional Services), provided that Peregrine shall comply with Customer’s standard security requirements. Peregrine agrees to comply with the CJIS Security Policy in connection with its access to Customer Data, including CJIS-defined policies for remote access.

2.4. Compliance with Applicable Laws. Each party and its agents shall comply with all laws applicable to the performance or receipt, as applicable, of the Service hereunder.

2.5. **Licenses and Permits.** As applicable, Peregrine and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Peregrine and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from Customer as required by law.

2.6. **Nondiscrimination and Equal Opportunity.** Peregrine shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Peregrine under this Agreement. Peregrine shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Peregrine thereby.

2.7. **Suspension.** Notwithstanding anything to the contrary in this Agreement, Peregrine may temporarily suspend Customer's and any User's access to any portion or all of the Service if: (a) Peregrine reasonably determines that (i) there is a threat or attack on the Service; (ii) Customer's or any User's use of the Service disrupts or poses a security risk to the Service or to any other customer or vendor of Peregrine; (iii) Customer, or any User, is using the Service for fraudulent or illegal activities; (iv) Customer's use of the Service is in violation of applicable law or the usage restrictions set forth herein; (v) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (vi) Peregrine's provision of the Service to Customer or any User is prohibited by applicable law; or (vii) any Customer Data submitted, posted, or otherwise transmitted by or on behalf of Customer or an User through the Service may infringe or otherwise violate any third party's intellectual property or other rights; (b) any vendor of Peregrine has suspended or terminated Peregrine's access to or use of any Third Party Products required to enable Customer to access the Service; or (c) if Customer fails to pay any undisputed fees when due (any such suspension described in subclauses (a), (b), or (c), a "**Service Suspension**"). Peregrine shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Service following any Service Suspension. Peregrine shall use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Peregrine will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any User may incur as a result of a Service Suspension.

2.8. **Customer-Owned or Licensed Products.** The Service may interoperate with Customer-Owned or Licensed Products. Customer is solely responsible for obtaining and maintaining all necessary rights to Customer-Owned or Licensed Products, and Peregrine is not responsible for their availability, performance, or compliance. Customer represents and warrants that it has all necessary rights, power, and authority to authorize Peregrine to access and transmit Customer Data from Customer-Owned or Licensed Products into the Service. Customer's use of Customer-Owned or Licensed Products remains subject to the applicable terms and conditions for those products. The availability of integrations with Customer-Owned or Licensed Products may depend on the continued support of those products and their interfaces by the applicable third-party provider. Peregrine will make commercially reasonable efforts to maintain integrations but is not responsible for changes to or discontinuation of such products or their interfaces, or for any unavailability, interruption, or loss of data to the extent caused by Customer-Owned or Licensed Products.

2.9. **Embedded Components.** The Service may include Embedded Components. Embedded Components are provided as part of the Service, do not require Customer to obtain separate licenses, and are subject to the same security standards and controls as the rest of the platform. Embedded Components do not create any independent right or mechanism for sharing Customer Data with third parties.

2.10. **Open Source Components.** Certain aspects of the Service, such as the Client-Side Software, may contain or be distributed with open source software code or libraries ("**Open Source Components**"). Peregrine will provide a list of Open Source Components for a particular version of any distributed portion

of the Service, such as the Client-Side Software, on Customer's request. To the extent required by the license applicable to such Open Source Components: (a) Peregrine will use reasonable efforts to deliver to Customer any notices or other materials (such as source code); and (b) the terms of such licenses will apply to such Open Source Components in lieu of the terms of this Agreement. To the extent the terms of such licenses prohibit any of the restrictions in this Agreement with respect to any particular Open Source Component, such restrictions will not apply to such Open Source Component. To the extent the terms of such licenses require Peregrine to make an offer to provide source code or related information in connection with the Open Source Component, such offer is hereby made. For purposes of clarity, Open Source Components are Third Party Products.

3. Customer Responsibilities.

3.1. **Generally.** Customer is responsible for all activities that occur under User accounts. Customer also shall: (a) ensure it has all rights necessary for Peregrine to integrate the Customer Data with the Service; (b) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (c) prevent unauthorized access to, or use of, the Service, and notify Peregrine immediately of any unauthorized access or use; (d) ensure each User has its own unique account on the Service and that Users do not share their account credentials with one another or any third party; and (e) comply with all applicable laws in using the Service. Customer agrees to provide its Users with the applications necessary to run the Service as set forth in the Documentation.

3.2. **Use Restrictions.** Customer shall not use the Service for any purposes beyond the scope of access granted under this Agreement or in violation of applicable law. Without limiting the generality of the foregoing, Customer shall not, and shall ensure Users do not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party; (b) send spam or otherwise duplicative or unsolicited messages via the Service; (c) send or store infringing or unlawful material; (d) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (e) interfere with or disrupt the integrity or performance of the Service or the data contained therein; (f) attempt to gain unauthorized access to the Service or its related systems or networks; (g) copy, modify, or create derivative works based upon the Service or any component thereof; (h) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Service or any component thereof; (i) use the Service in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property or other right of any third party or that violates any applicable law; (j) access or use the Service for purposes of competitive analysis of Peregrine or the Service, the development, provision, or use of a competing service or product, or any other purpose that is to Peregrine's detriment or commercial disadvantage; or (k) input, upload, transmit, or otherwise provide to or through the Service any information or materials, including Customer Data, that are unlawful or injurious in any way.

3.3. **CJIS Requirements.** Customer certifies that it and its Users will comply with the following CJIS requirements: (a) Customer agrees to use training, policy and procedures to ensure Users use proper handling, processing, storing and communication protocols for Customer Data and any Third Party Data; (b) Customer agrees to protect the Service and any Third Party Data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance and the support roles assigned; (c) Customer will only provide access to the Service and any Third Party Data through Customer-managed role-based access and applied sharing rules configured by Customer; (d) Customer agrees to create and retain activity transaction logs to enable auditing by Peregrine staff, CJIS and any Third Party Data owners; (e) Customer agrees to perform independent employment background screening for its staff at Customer's own expense; and (f) Customer agrees to reinforce staff policies for creating User accounts with only one Customer domain email address for each User, with exceptions only as granted in writing by Peregrine.

3.4. **Operation Restrictions.** Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a laptop, mobile device or other touch screen and any of their applications. Customer agrees that the Users will be instructed to only utilize the interface for the Service at times when it is safe to do so. Peregrine is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

3.5. **Access and Policies** Timely and sufficient access is essential to Peregrine's ability to deliver the Service. Customer will provide Peregrine with the access reasonably necessary to deliver the Service and any Ancillary Services, including access to designated systems and environments as agreed by the parties. Such access may include remote access where agreed by the parties. Peregrine's obligations under this Agreement are conditioned on Customer providing such access, and Peregrine will not be liable for delays or failures in performance to the extent Customer does not do so. Any onsite access to Customer facilities will be subject to Customer's standard security requirements, including escort requirements and background checks where applicable. Peregrine personnel accessing Customer systems or facilities will comply with Customer's reasonable security and conduct policies of general applicability.

3.6. **Customer Logo.** Customer grants Peregrine the right to use Customer's name and logo in Peregrine's marketing materials, website, and customer lists to identify Customer as a user of the Service.

3.7. **Feedback.** If Customer or any of its employees or contractors sends or transmits any communications or materials to Peregrine by mail, email, telephone, or otherwise, suggesting or recommending changes to the Service, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Peregrine is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback.

3.8. **Customer's Use of the Service.** Customer acknowledges that the Service, and/or any Customer Data or Customer-Owned or Licensed Products integrated into the Service, may contain errors, omissions, or incomplete information, Customer remains solely responsible for independently verifying all information and all decisions and actions taken based on information generated by the Service.

4. Fees & Payment.

4.1. **Fees.** Customer shall pay the fees for the Service as specified in the Order Form and in any SOWs. All fees are non-refundable except to the extent otherwise expressly set forth in this Agreement.

4.2. **Payment Terms.** Except as set forth on the Order Form, Customer shall pay all fees within thirty (30) days of Peregrine issuing an invoice.

4.3. **Taxes.** Unless otherwise provided herein, Peregrine's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("**Taxes**"). Customer is responsible for paying all Taxes, excluding only taxes based on Peregrine's income. If Peregrine has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Peregrine with a valid tax exemption certificate authorized by the appropriate taxing authority. Customer is responsible for all sales, use, excise, value-added, goods and services, consumption, and other similar taxes and duties of any kind imposed by any governmental authority in connection with this Agreement, other than taxes imposed on Peregrine's net income, property, or employees. If Customer claims exemption from any such taxes, Customer will provide Peregrine with all required documentation to evidence its tax-exempt status. If Customer is required by law to withhold taxes from payments to Peregrine, Customer will provide prompt notice to Peregrine and will cooperate in good faith to minimize such withholding.

5. Proprietary Rights. Peregrine owns and shall retain all rights in the Peregrine Technology, the Documentation and the Usage Analytics, including all improvements, modifications, derivative works, configurations and integrations developed in connection with Customer's use of the Service. Other than as expressly set forth in Section 2.1 above, no license or other rights in or to the Peregrine Technology or related intellectual property rights are granted to Customer or Users, and all such licenses and rights are hereby expressly reserved to Peregrine. Customer retains all right, title, and interest in Customer Data.

6. Data Access, Sharing and Security.

6.1. **Customer Data.** Customer hereby grants Peregrine a non-exclusive worldwide license to use access, store reproduce, process, transmit and display and Customer Data as necessary to provide the Service, including to provide Technical Support, Ancillary Services, and any Additional Services, as applicable. Peregrine may choose to terminate the provision of any Customer Data via the Service if the provision of such data may be harmful to the Service, as determined by Peregrine in its reasonable discretion.

6.2. **Usage Analytics.** Customer agrees that Peregrine may generate Usage Analytics about Customer's usage of the Service, including operating, maintaining, securing and improving the Service and developing new features and/or functionality. Customer agrees that Peregrine may use such Usage Analytics for Peregrine's internal business purposes and to operate and improve Peregrine's proprietary software and services. Upon instruction, Peregrine shall destroy Usage Analytics with respect to Customer following termination of this Agreement.

6.3. **CJIS Security Policy.** Peregrine has implemented procedures to allow for adherence to the CJIS Security Policy. The hosting facility for the Service uses access control technologies that meet or exceed CJIS requirements. In addition, Peregrine has installed and configured solid network intrusion prevention appliances for adherence to the CJIS Security Policy.

6.4. **Processing of Personal Information.** Peregrine's rights and obligations with respect to Personal information it collects directly from individuals are set forth in Peregrine's Privacy Policy <<https://peregrine.io/privacy-policy/>> and Peregrine's Platform Privacy Policy <https://peregrine.io/platform-privacy-policy/>, each incorporated by reference herein. Personal Information included within Customer Data and processed by Peregrine on behalf of Customer is governed by this Agreement.

6.5. **Sensitive Information; Marking Requirements.** To the extent Customer provides Customer Data that Customer considers to be sensitive, proprietary, restricted, or otherwise requiring sensitive treatment ("**Sensitive Information**"), Customer is solely responsible for providing appropriate markings to designate the applicable Customer Data as Sensitive Information. Customer shall provide Peregrine with documentation and/or instructions in writing with sufficient detail for Peregrine to identify and distinguish content that is Sensitive Information within other provided Customer Data. Customer shall (a) mark Sensitive Information on its face, (b) make the appropriate designations for Sensitive Information in document metadata, (c) provide Peregrine with a table or other list of Sensitive Information that contains sufficient detail to identify the Sensitive Information; or (d) identify Sensitive Information to Peregrine in some other mutually agreed upon method. Peregrine shall not be responsible for failure to designate Sensitive Information with specific access control status based on Customer failure to provide sufficient information to identify Sensitive Information.

6.6. **Third-Party Data.** Any Third-Party Data provided to Peregrine in connection with Peregrine's provision of the Service is subject to the ownership rights and retention policies of the applicable third-party provider. Customer's rights to use such Third-Party Data are limited to those expressly granted to Peregrine by such third-party provider. Peregrine makes no representations or warranties regarding Third-Party Data and Peregrine is not responsible for the accuracy, timeliness or completeness of Third-Party Data. Both Customer and Peregrine agree to use commercially reasonable efforts to maintain Customer's access, and facilitate Peregrine's access, to such Third-Party Data during the term of this Agreement. Peregrine may suspend or terminate access to Third-Party Data for inclusion in the Service if (a) Peregrine's rights to provide such data expire or are terminated, or (b) continued provision of such data would materially impair the Service.

7. Confidentiality.

7.1. **Definition of Confidential Information.** The term "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including Customer Data, any Third Party Data, the Service, the Documentation, the Peregrine Technology, business and marketing plans, technology and technical information, product designs, and business processes.

7.2. **Confidentiality.** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party except to perform its obligations or exercise its rights under this Agreement, except with the Disclosing Party's prior written permission on a case-by-case basis. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event with less than reasonable care. If the Receiving Party is compelled by law or a government authority to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of

such compelled disclosure (to the extent practicable and legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

7.3. **Exceptions.** The parties' obligations in Section 7.2 shall not apply to any information that: (a) is or becomes publicly available without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; (d) is received from a third party without breach of any obligation owed to the Disclosing Party; or (e) has been distributed pursuant to Customer's request in connection with Authorized Sharing (as separately agreed between the Parties).

7.4. **Public Records Acts.** Peregrine acknowledges that Customer is a public entity and may be governed by applicable laws, rules, or regulations relating to public records. Customer agrees to use commercially reasonable efforts to provide notice before any disclosure of Peregrine's confidential or proprietary information.

7.5. **Remedies.** If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 7, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that such unauthorized disclosure or use may cause irreparable harm to the Disclosing Party for which any other available remedies are inadequate.

8. Warranties & Disclaimers.

8.1. **Warranties.** Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Peregrine represents and warrants that (i) it will provide the Service in a professional manner consistent with the standards observed by a competent practitioner of the profession in which Peregrine is engaged, and (ii) the Service will perform in accordance with and otherwise substantially conform to its associated documentation.

8.2. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8.1, PEREGRINE MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE SERVICE, THE PEREGRINE TECHNOLOGY, ANY THIRD-PARTY DATA, CUSTOMER-OWNED OR LICENSED PRODUCTS AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT. PEREGRINE HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. PEREGRINE DOES NOT GUARANTEE THE ACCURACY, COMPLETENESS, OR RELIABILITY OF ANY INFORMATION GENERATED BY THE SERVICE.

9. Indemnification.

9.1. **Indemnification by Peregrine.** Peregrine shall at its expense defend Customer and its officers, directors, officials, agents, volunteers and employees ("**Customer Indemnified Parties**") against any claim made or brought against any Customer Indemnified Party by a third party alleging that the Service as provided to Customer and when used in accordance with this Agreement infringes any intellectual property rights of a third party (each, a "**Customer Claim**"), and shall indemnify and hold Customer Indemnified Parties harmless from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, awarded by a court or agreed to by Peregrine in a settlement with respect to such Customer Claim; provided, that Customer (a) promptly gives written notice of the Customer Claim to Peregrine; (b) gives Peregrine sole control of the defense and settlement of the Customer Claim (provided that Peregrine may not agree to any settlement that imposes any liability or obligation on Customer without Customer's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed); and (c) provides to Peregrine, at Peregrine's cost, all reasonable assistance in the defense and settlement of the Customer Claim. Peregrine shall have no obligation under this Section 9.1 or otherwise regarding claims that arise from or relate to (i) Customer's use of the Service other than as contemplated by this Agreement, (ii) any modifications to the Service made by any entity other than Peregrine (where the liability would not have arisen but for such modification), (iii) any combination of the Service with services or technologies not provided by Peregrine (where the liability would not have arisen

but for such combination), (iv) Customer's use of the Service or portion thereof after Peregrine has terminated this Agreement or such portion of the Service in accordance with this Section 9.1, or (v) Third Party Products. If in Peregrine's opinion a Customer Claim is likely to be made, or if an existing Customer Claim may cause Peregrine liability, Peregrine may in its discretion (x) obtain a license to enable Customer to continue to use the potentially infringing portion of the Service, (y) modify the Service to avoid the potential infringement, or (z) if the foregoing cannot be achieved after using reasonable commercial efforts, terminate the Agreement or the license to the infringing portion of the Service and refund the amount of any pre-paid fees applicable to the portion of the terminated Services to be provided after the termination date.

9.2. Indemnification by Customer. To the extent permitted by applicable law, Customer shall at its expense defend Peregrine and its officers, directors, officials, agents, volunteers and employees ("**Peregrine Indemnified Parties**") against any claim made or brought against any Peregrine Indemnified Party by a third party based on: (a) Customer's or any User's negligence, gross negligence, fraud, or willful misconduct; (b) Customer's or any User's use of the Service in a manner not authorized by this Agreement or in violation of applicable law; or (c) Customer Data or Peregrine's authorized use of such Customer Data (each, a "**Peregrine Claim**"), and shall indemnify and hold Peregrine Indemnified Parties harmless from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, awarded by a court or agreed to by Customer in a settlement with respect to such Peregrine Claim; provided, that Peregrine (i) promptly gives written notice of the Peregrine Claim to Customer; (ii) gives Customer sole control of the defense and settlement of the Peregrine Claim (provided that Customer may not agree to any settlement that imposes any liability or obligation on Peregrine without Peregrine's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed); and (iii) provides to Customer, at Customer's cost, all reasonable assistance in the defense and settlement of the Peregrine Claim.

9.3. Sole Remedy. THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PEREGRINE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS BY THIRD PARTIES RELATING TO THE SERVICE OR ITS USE.

10. Limitation of Liability.

10.1. Exclusion of Consequential and Related Damages. EXCEPT FOR A PARTY'S BREACH OF SECTION 7, A PARTY'S INDEMNIFICATION AND DEFENSE OBLIGATIONS, OR A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

10.2. Liability Cap. IN NO EVENT SHALL PEREGRINE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO PEREGRINE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

11. Term & Termination.

11.1. Term of Agreement. This Agreement commences on the Effective Date and continues for the duration of the term set forth on the Order Form ("**Term**"), unless earlier terminated in accordance with the Order Form or Section 11.2

11.2. Termination for Cause. A party may terminate this Agreement for cause upon thirty (30) days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Peregrine prior to the effective date of termination.

11.3. Data. Upon expiration or termination of this Agreement, Peregrine shall have no obligation to maintain or provide any Customer Data or Third Party Data. Unless legally prohibited, Peregrine shall delete

all Customer Data in its systems or otherwise in its possession or under its control. Notwithstanding the foregoing, Peregrine may retain and use Usage Analytics in perpetuity.

11.4. **Survival.** The following provisions shall survive termination or expiration of this Agreement: Sections 4, 5, 6.1, 6.2, 7, 8, 9, 10, 11.3, 11.4, and 12.

12. General Provisions.

12.1. **Insurance.** Peregrine shall maintain the insurance coverages described on **Appendix A: Insurance Requirements**.

12.2. **Relationship of the Parties.** This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement. At all times during the term of this Agreement, Peregrine shall be an independent contractor and shall not be an employee of Customer. Except as Customer may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Customer in any capacity whatsoever as an agent. Peregrine shall have no authority, express or implied, pursuant to this Agreement to bind Customer to any obligation whatsoever.

12.3. **Peregrine's Books and Records.** To the extent required by applicable laws, rules, or regulations, Peregrine shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Customer under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to Peregrine to this Agreement. All such records shall be maintained in accordance with generally accepted standards and shall be made available for inspection, audit, and/or copying during regular business hours, upon written request of the Customer.

12.4. **Force Majeure.** Neither party shall be liable by reason of any failure or delay in performance of its obligations under this Agreement (except for the payment of money) on account of events beyond the reasonable control of such party, which may include Internet denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes, and material shortages (each, a "**Force Majeure Event**"). Upon the occurrence of a Force Majeure Event, the non-performing party will be excused from any further performance of its obligations affected by the Force Majeure Event for so long as the event continues and such party continues to use commercially reasonable efforts to resume performance.

12.5. **Additional Government Terms.** Peregrine acknowledges that Customer may be a public entity and, accordingly, certain additional laws, rules, and regulations may take precedence over the terms and conditions of this Agreement (the "**Additional Government Terms**"). The Additional Government Terms, if any, are attached hereto as **Appendix B: Additional Government Terms** and will govern to the extent of any conflict with any other term of this Agreement.

12.6. **Export Controls.** Customer shall comply with all applicable export control laws and sanctions regulations. Customer shall not use the Service in violation of U.S. export control or trade sanctions laws.

12.7. **Notices.** All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) after confirmed receipt of an email. Notices to Peregrine shall be addressed to the attention of Chief Legal Officer, Peregrine Technologies, legal@peregrine.io. Notices to Customer are to be addressed to the individual identified in the Order Form.

12.8. **Waiver; Cumulative Remedies Severability.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.9. **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding

the foregoing, Peregrine may assign this Agreement, together with all rights and obligations hereunder, without consent of Customer, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its stock or assets that relate to this Agreement. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.10. Governing Law. This Agreement shall be governed by the laws of Idaho. The state courts located in Ada County, ID or in the United States District Court for the District of Idaho shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts provided that nothing in this Section 12.10 prohibits either party from seeking or obtaining in any jurisdiction injunctive or similar relief in connection with the enforcement of this Agreement.

12.11. Construction. The division of this Agreement into Sections and the insertion of captions and headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms “this Agreement,” “hereof,” “hereunder” and any similar expressions refer to this Agreement and not to any particular Section or other portion hereof. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words “include” and “including,” and variations thereof, will be deemed to be followed by the words “without limitation” and “discretion” means sole discretion.

12.12. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding the Order Form) shall be incorporated into or form any part of this Agreement, and all such terms or conditions are hereby rejected and shall be null and void.

Appendix A: Insurance Requirements

1. Insurance Coverage Requirements

Peregrine shall maintain the insurance coverage described in this Appendix during the Term of the Agreement, subject to the terms and conditions of the applicable insurance policies. Peregrine may satisfy the insurance requirements of this Appendix through equivalent insurance coverage or successor policies maintained as part of Peregrine's insurance program.

1.1 Workers' Compensation and Employer's Liability

Peregrine shall maintain Workers' Compensation insurance as required by applicable law and Employer's Liability insurance for personnel performing work under this Agreement.

1.2 Commercial General Liability and Automobile Liability

Peregrine shall maintain:

- **Commercial General Liability insurance** written on an occurrence basis; and
- **Automobile Liability insurance** covering owned, hired, or non-owned vehicles where applicable,

with limits of not less than:

- **\$1,000,000 per occurrence**, and
- **\$2,000,000 aggregate**.

Such insurance applies solely to liabilities arising from Peregrine's operations under the Agreement, including products/completed operations and contractual liability where applicable.

Peregrine's Commercial General Liability coverage is maintained as part of a company-wide insurance program and is not provided on a per-project aggregate basis, unless otherwise required by applicable law or expressly agreed by the parties in writing. Peregrine's insurance program is not maintained on a project-specific basis.

[Additional Insured (Upon Request)]

Upon Customer's written request, Customer and its officers, officials, employees, and agents may be included as additional insureds under Peregrine's Commercial General Liability policy with respect to liability arising from Peregrine's performance of the Services, subject to the terms and limitations of the applicable policy.

If Customer is included as an additional insured, Peregrine's insurance shall be primary and non-contributory with respect to any insurance maintained by Customer.

Policies shall include severability of insureds provisions.]

1.3 Technology Errors and Omissions / Cyber Liability

Peregrine shall maintain Technology Errors and Omissions and Network Security & Privacy Liability (Cyber Liability) insurance with limits of not less than **\$1,000,000 per claim or in the aggregate**, covering liabilities arising from errors, omissions, or negligent acts in the performance of the Services, including liabilities arising from security incidents, unauthorized access to systems, or breaches of confidential or personal information.

Such coverage may be provided under a single policy or combined insurance program, and may also be provided through layered primary and excess policies that together satisfy the required limits.

If the coverage is written on a claims-made basis, Peregrine shall maintain such coverage during the Term of the Agreement and for at least three (3) years thereafter, or maintain equivalent extended reporting coverage.

1.4 Excess / Umbrella Liability

The insurance limits required under this Appendix may be satisfied through a combination of primary, umbrella, or excess liability insurance policies.

2. General Insurance Conditions

Evidence of Insurance

Upon request, Peregrine shall provide certificates of insurance evidencing the coverage required under this Appendix. Certificates of insurance are provided for informational purposes only and do not amend, extend, or alter the coverage provided by the applicable insurance policies.

Certificates of insurance shall not be deemed to modify, expand, or otherwise affect the insurance coverage provided by the applicable policies. Nothing in this Appendix shall be construed to create any rights in any third party, including any certificate holder.

Insurers

Insurance shall be placed with insurers authorized to conduct business in the applicable jurisdiction and having a financial rating of at least A-, VII or better by A.M. Best, or an equivalent rating agency.

Deductibles / Retentions

Any deductibles or self-insured retentions shall be the sole responsibility of Peregrine.

Waiver of Subrogation

To the extent permitted by applicable insurance policies and law, Peregrine's insurance policies shall include waivers of subrogation in favor of Customer.

Subcontractors

Peregrine shall require subcontractors performing Services to maintain insurance appropriate to the work performed or to be covered under Peregrine's insurance.

Cancellation or Material Change

Peregrine shall provide reasonable notice of cancellation or material reduction in coverage if such notice is received from the insurer.

3. Effect on Liability

The insurance requirements set forth in this Appendix are not intended to and shall not expand, modify, or increase either party's liability beyond the limitations of liability set forth in the Agreement. The insurance limits required under this Appendix shall not be interpreted as a representation of the maximum liability of either party.

Appendix B: Additional Government Terms

No additional government terms and conditions.

Addendum _____ – Idaho Statutory Requirements

This addendum to _____ becomes effective on _____ and contains provisions required for certain public contracts under Idaho Law.

- 1. Anti-Boycott Against Israel.** Pursuant to Idaho Code § 67-2346, _____ certifies that the company is not currently engaged in, and will not for the duration of the contract engage in, a boycott of goods or services from Israel or territories under its control.
- 2. Freedom from Chinese Governmental Influence.** Pursuant to Idaho Code § 67-2359, _____ certifies that it is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China.
- 3. Specified Individual or Company Boycott Prohibition.** Pursuant to Idaho Code § 67-2347A, _____ certifies that it is a not currently engaged in and will not for the duration of this agreement engage in, a “boycott”, as defined in Idaho Code § 67-2347A, of those certain individuals or companies described in Idaho Code § 67-2347A.

Signatures:

_____:

Signature/Title

Date

Signature/Title

Date

Signature/Title

Date

_____:

Signature/Title

Date