

From: [Hanna Veal](#)
To: [onceinever](#)
Cc: [building](#)
Subject: RE: Questions
Date: Wednesday, September 7, 2022 1:45:33 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

James,

Please see below. I have not answered some of your questions because I feel like I have already addressed them through other answers.



Hanna Veal

Associate Planner

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From: onceinever <onceinever@gmail.com>
Sent: Tuesday, August 30, 2022 9:10 AM
To: Hanna Veal <hveal@GARDENCITYIDAHO.ORG>; building <building@GARDENCITYIDAHO.ORG>
Subject: Questions

Dear Hanna,

Thank you for your response. I have a few questions regarding your response as well as a few new ones. Again, I really appreciate your time and help. I put numbers on all my questions to make it easier to address them all (hopefully).

You said that in dsrfy2022-0019 there are no commercial uses proposed.

1.-Understandably this is a residential lot and commercial uses are not allowed, but I am curious how the use of a residential property to provide parking for separate, commercial property, isn't seen as a parking garage? 4044 N. Adams is zoned R-3, a residentially zoned property yes, however, per Garden City Code, there are commercial uses permitted within the zoning district. Please refer to Garden City Code 8-2B for those permitted, prohibited, and conditional uses. As for viewing a properties function or "Use" we often determine the primary use as the primary function of the lot. In this case the Design Review Committee said that the residential aspect of the project needed to account for 50% or more of the overall building floor area for it to be considered a multi-family project.

2.-This would be a commercial use, which would both take your considerations as to its limit, as well as not be allowed on a residential lot, is that correct, or how would the city interpret this?

Commercial uses are permitted in R-3. When residential and commercial aspects are incorporated into the same project, it would be considered mixed-use.

I understand that Garden City requests more parking than other municipalities.

3.-However, does almost 8 parking spots per unit seem excessive? As code does not speak to parking maximums, it is within the developer's discretion to provide adequate parking. It is also up to the city's staff and commissions to determine if the project is under/over parked. This is where looking to surrounding jurisdictions and similar projects would prove beneficial in comparisons. It is safe to say that without parking code to differ to, the only other option would be to look at the primary use and function of the development.

4.-Is there any definition or code that states that cross parking agreements supersede zoning laws or uses? Shared parking is mentioned in Garden City Code 8-4D-6.

5.-can you please point me to the part of garden city code that specifically regards residential parking maximums? I have searched and only found that it is not specified, not that it is defined as limitless. For example, building height limitations have noted maximums and where there is not a limit, it is specified as such. Garden City Code does not specific parking maximums.

6.-If an allowed use, what is to prevent future developers from adding any sort of desired commercial use with minimal residential projects to bypass allowed zoning regulations? I can assure you that this exact conversation would take place if other developers were to come in with a similar proposal. The city is currently working on a parking code re-write. But adoption and implementation might take a few months to a year at this point in time.

On to my other questions.

To clarify the cross parking agreement that is so readily referred to, the development of dsrfy2019-25 (boardwalk development), which is trying to utilize this residential property to meet the parking demands of its development, elected to use a cross parking agreement to reach the required parking quota, instead of providing adequate parking on the property they are developing. This is a choice of the developer and not a requirement of the city.

7.-Is that a correct analysis? My understanding is that the Boardwalk DSRFY2019-25 application required additional parking spaces to be located off site (in their decision document). This was part of the approval, and the developer was willing to make that agreement at their own risk. We will not issue certificate of occupancies until those parking spaces are in place either through a shared parking agreement or accounted for on-site.

8.-Why would the city allow the developer to not provide enough parking within its development,

only to allow the developer to purchase residential properties to develop into parking garages? As I was not at the city, I do not know the exact details of the conversations that happened at the time of approval. A shared parking agreement is a legal way of ensuring the development is adequately parked per our code. Per our discussion during the pre-application hearing, parking facilities are not permitted within R-3 zoning districts, thus, the parking spaces would need to be secondary to the primary use of the site in which was picked. An alternative would be to go through the conditional use permit process for a parking garage if the lot is within a C-1, C-2, or M zoned property.

It would seem the most fitting place for both the parking and the car elevator proposed in dsrfy2022-0019, would be within the building of the commercial development of dsrfy2019-25, after all, there's hardly room to argue that with an 18 story building, that there is any sort of space or cost restraint (neither of which should effect the city's decision) to prevent adequate parking on site.

The application for dsrfy2019-25 states that the cross parking agreement is to be for 44 spaces located at 510 e 40th st. The original approval of DSRFY2019-25 required that only 14 spaces be provided through other means authorized by Garden City Code such as a shared parking agreement.

9.-Is the developer required to request for a change in this aspect of the approval? No, not without re-opening the entire application for review and hearings. We are outside of their appeal date.

10.-Is the developer allowed to purchase any property, regardless of zoning in order to fulfill a cross parking agreement? The city cannot control what properties the developer purchases. When they come in with a proposed location for the shared parking agreement, the city will analyze the location and function of the lot, its proximity to the project, the existing uses, etc. to make sure it is a logical fit.

I ask because the property in question (4044 Adams st) was purchased in February of 2022, after the boardwalk development was approved. This would appear that the developer has purchased a residential property with the intent of using it to fulfill the cross parking agreement for the commercial property.

11.-Does the city have any sort of oversight or protocol for this? No. the developer is allowed to purchase the property and develop it to how they see fit so long as they meet all code requirements and comprehensive plan goals. There is of course a lot that goes into this review process and I am just summarizing. For example, if the project was only a parking garage, like the park BOI facilities downtown, then it would likely not get approved based on it not being an allowed use in the R-3 zoning district. But again, it all depends on the primary function of the project being reviewed.

12.-How does the city interpret this and does it have any effect on its judgement?

Allowing this usage moves the burden of the development to the neighboring community, instead of keeping it contained within the development as proper.

13.-Does the city consider that if allowed, my residential property will be completely bordered on 2 sides by 6 story parking garages?

14.-Does it not see the direct negative effect this has on my property, its value, and the health and safety of its residents? **If this were the case, I am certain that it would be a major discussion in the review of the project(s) and could be ground for denial based on that alone and other factors that are discussed including code compliance.**

Thank you so much for addressing my questions and concerns. I greatly appreciate your assistance and time and thank you for your timely response. I hope you have a lovely day.

Be well,

James

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