



## CITY COUNCIL REGULAR MEETING

City Council Chambers, 33 East Broadway Avenue Meridian, Idaho  
Tuesday, April 16, 2024 at 6:00 PM

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### Agenda

#### VIRTUAL MEETING OPTION

City Council meetings can also be attended online or by phone.

<https://bit.ly/meridianzoommeeting>

or dial 253-215-8782, webinar ID: 810 9527 6712

Meridian City Council meetings are streamed live at <https://meridiancity.org/live>

#### ROLL CALL ATTENDANCE

\_\_\_ Vacant, *District 1*

\_\_\_ John Overton, *District 4*

\_\_\_ Liz Strader, *District 2*

\_\_\_ Anne Little Roberts, *District 5*

\_\_\_ Doug Taylor, *District 3*

\_\_\_ Luke Cavener, *District 6*

\_\_\_ Robert E. Simison, *Mayor*

#### PLEDGE OF ALLEGIANCE

#### COMMUNITY INVOCATION

#### ADOPTION OF AGENDA

#### CONSENT AGENDA [Action Item]

- [1.](#) Approve Minutes of the April 2, 2024 City Council Work Session
- [2.](#) Approve Minutes of the April 2, 2024 City Council Regular Meeting
- [3.](#) JA Welker Office Building Water Main Easement No. 1 (ESMT-2024-0051)
- [4.](#) Final Plat for Jump Creek No. 7 (FP-2023-0030) by Kent Brown Planning, located at the northwest corner of W. McMillan Rd. and N. Black Cat Rd. on Parcel S0428449816
- [5.](#) Findings of Fact, Conclusions of Law for Watts Meridian Medical Partners (SHP-2024-0001) by Focus Engineering and Surveying, located at 1256 S. Rackham Way

6. Final Order for Modern Craftsman at Franklin (FP-2023-0021), by Bailey Engineering, generally located on the north side of W. Franklin Rd., approximately 1/4 mile east of N. Black Cat Rd.
7. Development Agreement (Windrow Neighborhood H-2023-0031) Between City of Meridian and Conger Management Group Inc., Open Door Rentals LLC, and C4 Land LLC for Property Located at the Northeast Corner of S. Linder Rd. and W. Amity Rd.
8. Donation Agreement between Eagle 1 LLC and the City of Meridian for Donegan Well Lot
9. Approval of Task Order 5040.0200.b to Brown and Caldwell for the ARPA Funded Biosolids Dryer Project - Final Design for the Not-to-Exceed amount of \$692,992.00 and authorize the Procurement Manager to execute the Task Order and resulting Purchase Order
10. Resolution 24-2447: A Resolution Authorizing the Destruction of Certain Semi-Permanent and Temporary Records of the City of Meridian; and Proving an Effective Date

#### **ITEMS MOVED FROM THE CONSENT AGENDA [Action Item]**

#### **PUBLIC FORUM – Future Meeting Topics**

*The public are invited to sign up in advance of the meeting at [www.meridiancity.org/forum](http://www.meridiancity.org/forum) to address elected officials regarding topics of general interest or concern of public matters. Comments specific to active land use/development applications are not permitted during this time. By law, no decisions can be made on topics presented at Public Forum. However, City Council may request the topic be added to a future meeting agenda for further discussion or action. The Mayor may also direct staff to provide follow-up assistance regarding the matter.*

#### **PROCLAMATIONS [Action Item]**

11. World Wish Month Proclamation

#### **ACTION ITEMS**

*Public Hearing process: Land use development applications begin with presentation of the project and analysis of the application by Planning Staff. The applicant is then allowed up to 15 minutes to present their project. Members of the public are then allowed up to 3 minutes each to address City Council regarding the application. Citizens acting as a representative of a Homeowner's Association may be allowed up to 10 minutes to speak on behalf of represented homeowners who have consented to yielding their time. The public may sign up in advance at [www.meridiancity.org/forum](http://www.meridiancity.org/forum). After all public testimony, the applicant is allowed up to 10 minutes to respond to questions and comments. City Council members may ask questions throughout the public hearing process. The public hearing is then closed, and no further public comment is heard. City Council may move to continue the application to a future meeting or approve or deny the application. The Mayor is not a member of the City Council and pursuant to Idaho Code does not vote on public hearing items unless to break a tie vote.*

- 12. Public Hearing** Continued from March 26, 2024 for Reveille Ridge Subdivision (H-2023-0050) by Bailey Engineering, generally located on the west side of S. Eagle Rd., approximately 1/2 mile south of E. Lake Hazel Rd.

**Application Requires a Continuance**

- A. Request: Annexation of 59.97 acres of land with an R-8 (34.69 acres) and R-15 (25.28 acres) zoning districts.
- B. Request: Preliminary Plat consisting of 247 building lots and 37 common lots on 59.77 acres of land in the R-8 and R-15 zoning districts.

**ORDINANCES [Action Item]**

- [13.](#) Ordinance No. 24-2050: An ordinance (Windrow Neighborhood – H-2023-0031) annexing a parcel of land located in the southwest quarter of Section 25, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described in Exhibit “A”; rezoning 46.133 acres of such real property from RUT (Rural Urban Transition) to the R-8 (Medium-Density Residential) zoning district; directing city staff to alter all applicable use and area maps as well as the official zoning maps and all official maps depicting the boundaries and the zoning districts of the City of Meridian in accordance with this ordinance; providing that copies of this ordinance shall be filed with the Ada County Assessor, the Ada County Treasurer, the Ada County Recorder, and the Idaho State Tax Commission, as required by law; repealing conflicting ordinances; and providing an effective date.
- [14.](#) Ordinance No. 24-2051: An Ordinance (Windrow Neighborhood H-2023-0031) for rezone of a parcel of land located in the southeast quarter of the southwest quarter of Section 25, Township 3 North, Range 1 West, Boise Meridian, Meridian, Ada County, Idaho, more particularly described in Exhibit “A,” rezoning 19.62 acres of land from R-4 (Medium Low-Density Residential) zoning district to the R-8 (Medium-Density Residential) zoning district in the Meridian City Code; directing city staff to alter all applicable use and area maps as well as the official zoning maps and all applicable official maps depicting the boundaries and the zoning districts of the City of Meridian in accordance with this ordinance; providing that copies of this ordinance shall be filed with the Ada County Assessor, the Ada County Treasurer, the Ada County Recorder, and the Idaho State Tax Commission, as required by law; and providing an effective date.

**EXECUTIVE SESSION** per Idaho Code 74-206(1)(f): To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

**FUTURE MEETING TOPICS**

**ADJOURNMENT**



# AGENDA ITEM

**ITEM TOPIC:** Approve Minutes of the April 2, 2024 City Council Work Session

**Meridian City Council Work Session**

**April 2, 2024.**

A Meeting of the Meridian City Council was called to order at 4:33 p.m. Tuesday, April 2, 2024, by Mayor Robert Simison.

Members Present: Robert Simison, Joe Borton, Luke Cavener, Liz Strader, John Overton, Anne Little Roberts and Doug Taylor.

Also Present: Chris Johnson, Bill Nary, Kim Warren, Mike Barton, Caleb Hood, Shawn Harper, Joe Bongiorno and Dean Willis.

**ROLL-CALL ATTENDANCE**

<input checked="" type="checkbox"/> Liz Strader	<input checked="" type="checkbox"/> Joe Borton
<input checked="" type="checkbox"/> Anne Little Roberts	<input checked="" type="checkbox"/> John Overton
<input checked="" type="checkbox"/> Doug Taylor	<input checked="" type="checkbox"/> Luke Cavener
<input checked="" type="checkbox"/> Mayor Robert E. Simison	

Simison: Council, we will call the meeting to order. For the record it is April 2nd, 2024, at 4:33 p.m. We will begin this afternoon's work session with roll call attendance.

**ADOPTION OF AGENDA**

Simison: Next up is adoption of the agenda.

Borton: Mr. Mayor?

Simison: Councilman Borton.

Borton: Oh. Sorry.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: I move that we adopt the agenda as published.

Cavener: Second.

Simison: Have a motion and a second to adopt the agenda as published. Is there any discussion? If not, all in favor signify by saying aye. Opposed nay? The ayes have it and the agenda is adopted.

MOTION CARRIED: ALL AYES.

**CONSENT AGENDA [Action Item]**

1. **Final Plat for Modern Craftsman at Franklin (FP-2023-0021), by Bailey Engineering, generally located on the north side of W. Franklin Rd., approximately 1/4 mile east of N. Black Cat Rd.**
2. **Approval of Agreement for Contracted Services to Eurofins Eaton Analytical, LLC for Annual Non-Micro Water Sampling Testing for the Not-To-Exceed Fiscal Year 2024 amount of \$135,650.00**
3. **Mini Heavy Equipment Rodeo Agreement with Western States Equipment Company for Public Works Week Expo 2024**
4. **Approval of License Agreement with Discovery Co-Operative Gardeners for a Community Garden in Discovery Park.**
5. **Memorandum of Understanding Between the City of Meridian and the Idaho Transportation Department for grant funding of the Linder Road Overpass Project**
6. **Memorandum of Agreement between Western Ada Recreation District and City of Meridian for Transfer of Assets**

Simison: Next up is the Consent Agenda.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: The Consent Agenda, I move that we approve the Consent Agenda, for the Mayor to sign and Clerk to attest.

Cavener: Second.

Simison: I have a motion and a second to approve the Consent Agenda. Is there any discussion? If not, all favor signify by saying aye. Opposed nay? The ayes have it and the Consent Agenda is agreed to.

MOTION CARRIED: ALL AYES.

#### **ITEMS MOVED FROM THE CONSENT AGENDA [Action Item]**

Simison: There were no items removed from the Consent Agenda.

#### **DEPARTMENT / COMMISSION REPORTS [Action Item]**

7. **Rail with Trail Pathway Project Update and Funding Request**

Simison: So, we will move on to Department/Commissioner Reports. Item 7, Rail With Trail Pathway Project update and funding requests. We will turn this over to Ms. Warren.

Warren: Thank you, Mr. Mayor, City Council people. May I commend you on your quick transition. I am here with a relatively straightforward question, but I would like to walk you through a bit of history on the Rail With Trail Pathway. So, I would like to provide an update and I will try to abridge this, so it's not -- so we don't get bogged down in it. But I know we have new faces and this project's been going on a while, so I appreciate your attention. So, as a reminder, the Rail With Trail is a plan for a multi-use pathway adjacent to the rail line, south of Broadway, just west of City Hall, between about 3rd Street and 8th Street. We have had an easement to complete all of the pathways shown in the kind of pinkish red line, except for those two properties that are highlighted at the end. FOCAF, which is Friends Of Children And Family. It's our local Headstart program and, then, the orange property, more about that in a minute. So, we have been working on completing the right of way, but as of now we still don't have access to Northwest 3rd Street. So, the Friends Of Children And Family property behind their fence line -- this is kind of labeled where the pathway would go. We would pipe the lateral. There is a -- there is a section of property, a linear piece of land, that we would really like to be able to build our pathway on. It's not usable by the Friends Of Children And Family. They have kids and the play yard. Really, the only uses that can occur on this property are, you know, maybe utilities or pathways. So, it's valuable to us. We approached -- and, again, the white property -- we approached FOCAF and said could we just buy an easement from you and -- for our pathway. They were not opposed. They were also not able to sell us one. The -- had to do with being a federal organization and just not wanting to encumber the property. It was complicated. But they said that we might be able to trade property and so, again, just seeking to get that access out to 3rd Street we did purchase a property, the city did, that was one of the times we came to you and asked for guidance on this project. What if we purchased this lot. That gives us access onto 3rd and it gives us a parcel to trade with the neighbor to the west. That way we complete the right of way for the trail and it's a benefit for the Headstart organization, because they get some access onto 3rd Street and, then, you know, we get this pathway project. We were needing to wait until the end of 2023. They had some bonds ending on that project that matured and so this was what the land trade looked like. I won't go into all the details. But we had purchased the property in green and it had -- and we were looking to do a property boundary adjustment again, so the city could have a linear parcel for a pathway and, then, there is that L-shaped piece that would result for FOCAF to -- to have access and just a little more room on their parcel and, then, most recently when we came to you our question was we would like to trade this property, but we had had some appraisals done and the property behind the fence that's encumbered by irrigation easements isn't really valuable in terms of market value. That is something we really do find value in, but it didn't appraise as high as the parcel that the city was trading. So, there was a bit of an inequity there and our proposal was maybe we trade equal areas. So, properties of approximately the same size, because the value, whatever it is, on the market is really valuable to the city for this project. So, we were moving forward with that trade option

and I will just back up a little bit and talk about Friends of Children and Families. I don't know how much you know. They are early childhood education and care and we have partnered with them for a long time, especially on the holiday classic volleyball tournament Parks and Rec puts on. My neighbor over the cubicle Maggie runs this volleyball tournament around Thanksgiving every year and they earn several thousand dollars worth of proceeds that, then, we have volunteers shop for Christmas lists that are provided by kids from the Boys and Girls Club and from the Headstart programs. So, we shop, we wrap the presents, they get delivered. It's been going on for 14 years. They are doing good things in the community. They are a good partner. They have been very patient with us, because we have been back to visit them about every year and just kind of working on this trade. So, we like the idea that it's advantageous to them. It's advantageous to us. We talked about sharing parking on that parcel. So, it's 2024 and the bonds are mature and we ended the due diligence phase of the project and start looking specifically at what's needed. Pull some title reports. And in one of the title reports there is a mention, if you want to look at the property that's highlighted in yellow, there is a mention -- and Kurt Starman, one of our city attorneys, has a real eagle eye and I -- you know, it was -- it was just a very -- I hint to the mention, but it got us looking -- it referenced some land on the south side of those properties that had been deeded to the Bureau of Reclamation. So, we did some research, we, yeah, consulted the title companies, Ada county. There is a bit of a -- what they call a hole in the map. The taxable properties are very well documented, but this was all nontaxable and so it was assumed that it was railroad property and it was quite hard to find out who actually did own it, but if it's Bureau of Reclamation land it was -- it was a -- kind of an en masse deed of several easements to Nampa-Meridian several years ago. So, if it's Nampa-Meridian who was owning and managing the parcel, we can go across it and that was kind of exciting news, because it might -- we might not need to do the land trade, which was doable, but also kind of complex. So, here was what we just -- here is kind of a quick overview of the proposed alternate alignment where we could use that irrigation easement in the cross-hatched area and skirt the FOCAF parcels and not need to do a trade and maybe just keep that parcel on 3rd Street. It would require us to pipe just a little bit of the Nine Mile Drain, but, otherwise, you know, we would be free to go ahead without -- without needing to do the land trade and with some of the savings and that we use in the land trade maybe that could be applied to some Trailhead development. We talked -- we don't owe FOCAF anything, but they are a good partner and we have been talking to them for years about shared parking and so we would like to possibly honor the spirit of kind of the agreement we looked to make and discuss that -- and I believe it was -- I believe in the community center in Kleiner Park -- was that the one, Mike? There is -- there is an agreement that they pay the city some money annually to help maintain parking. Anyway, so we are looking at some kind of a possible sharing of parking and they could make a future improvement to their site to pass through if they want it. There is still a few questions and considerations we need to get through. We think, you know, we are in a pretty good position, but we do need some additional funding for the project and part of that is it's just been many years since the funds were -- these are funds that COMPASS administers. It's federal funding. The transportation of the TAP TMA funding. So, we have had that and because it's been several years, just like our property appreciated, cost of construction have risen and so



our Altec project manager advised us to ask for some more money. I think it would be available for us to -- to request additional funding to complete construction of the entire scope of the project, but with that additional funding the city has a required match of -- it's about seven and a half percent. It's a little less than that. But we are kind of keeping numbers fairly round. So, would obligate us. If we were to accept additional funds we would need to provide that additional match. We aren't asking for a budget amendment, because we have money in that account to build this project or to build it and, then, get reimbursed for it. So, at this point we are just curious to know if -- we would like -- to request funding we need the Mayor's official ask and we need your direction or permission for the Mayor to sign that layer -- letter, pardon me, if, in fact, that's the direction you would like to go in supporting this project. So, are there questions that I could stand for or clarify?

Simison: Council, questions, comments, feedback?

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Can you refresh my memory? How -- how much have we spent on this project to date? Is it the 70,000 that's -- or I guess 38,000 that was listed in the city portion? I seem to feel like that we have spent more than that on kind of the totality of this kind of conceptual project.

Warren: We have -- Mike, I might need help with this, because it was a while ago. We have spent some on some preliminary concepts. I think I'm going to have Mike answer this. I came into this just as I was starting my position and he would probably have a better handle on it. Thank you.

Barton: Mr. Mayor, Councilman Cavener, great question. So, about six years ago we budgeted 500,000 dollars for this project from General Fund. We thought that we needed the entire amount, because at that -- at that time the rules were that we would build the project, pay everything and, then, be reimbursed. The rules have changed now where it's more of a revolving type situation where you can -- as pay applications come in you can pay those bills and, then, submit for reimbursement right away, so, then, that money goes back into our budget. So far to date we have that original 500,000. We have spent about 34,000 on it for some preliminary design, some fit plans. These were done maybe five years ago, but the current amount that we have in our budget for this project is about 474,000.

Cavener: Thank you, Mike. That's helpful.

Taylor: Mr. Mayor?

Simison: Councilman Taylor.

Taylor: Kim, thanks for the presentation. It was good to kind of put all the pieces together. I did have a question. Is the -- with the status for what we are being asked to approve, are we required to submit another application for an additional federal grant or is this sort of like an extension on the current grant that you have already received?

Warren: Councilman Taylor, it's a great question. Mr. Mayor. We -- we initially thought we did need to submit a separate application, but, then, determined with COMPASS that it's really just an additional request kind of under the same terms. So, no, we don't have to fill out a whole new application. They think the money is available. We just would need to formally ask for it in order to get it and I think in part because we are tacking it onto this project, it's not a new project. It's just to complete it.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Just to thank you, Kim. Fantastic presentation and I thought it was all pretty straightforward. But a question I had. If something changes with COMPASS and that federal funding extension or additional federal funding were not coming through, I assume at that point you all would be back in front of Council to discuss; right? I just want to make sure I'm kind of on the same page about how you are going about it, because you are not asking for a budget amendment; right?

Warren: Correct.

Strader: Because you already have it -- an amount budgeted that has covered the work done so far. The -- the project was approved a while ago, but the cost has doubled. So, it is a real concern. Is there any chance of COMPASS not awarding this or things changing? What -- what have been your conversations with them? Is it -- is it a competitive situation where we are competing with others for the dollars or --

Warren: Council Person Strader, Mr. Mayor, I -- you know, the money that was awarded to this project originally has been -- they kind of have their balancing sheets and they move it around, but as I understand it it is identified and dedicated to these projects. So, I haven't had those conversations, because I haven't had any -- there hasn't been any information that wouldn't be available. I mean I suppose that might be a possibility, but it's been presented to us as, you know, this is available, we can schedule it for your project for 2025. So, you know, there -- previously -- I mean we talked about an alternative, simply building the project ourselves. It can cost more money to build with federal dollars, because you are building to federal standards. It's also a lot of money that we have -- you know, it's a small match relative to what we are getting. So, I guess there are pluses and minuses to both. But I don't -- I suppose nothing is guaranteed, but in my -- I haven't worried that it wouldn't be available, because the money that we have been trying to spend has been there for years.

Strader: Mr. Mayor?

Simison: Maybe -- maybe we could have Mr. Hood come up and -- Kim is not our COMPASS knower of things, so Mr. Hood.

Hood: Mr. Mayor, Members of Council, it is competitive, although I will say this project is further along than some of the other projects that may be competing for some of these and at COMPASS they typically will fund cost overruns for projects that are already in design and going into construction. So, when you are this far along you -- it is scored better. So, again, like Kim, I can't guarantee that we will get that match from COMPASS, the -- yeah -- 7.34 percent. But we are in really good shape. Hopefully that helps.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Yeah. That's very helpful and I assume that part of the process would be once this letter is sent, you will get a response from COMPASS, you will inform the Council of the response. If things change or this goes a different direction we will all have a discussion, so I'm comfortable with that.

Hood: Yeah. Mr. Mayor, if I can just -- the obligation, then, the city's match, then, would -- if we aren't successful there will have to be another conversation, because, obviously, our skin in the game won't cover the cost of this project, so --

Strader: Thanks.

Taylor: Mr. Mayor?

Simison: Councilman Taylor.

Taylor: Caleb, just a quick question. To clarify. Is this grant something that COMPASS will apply on our behalf or is it part of a larger grant wherein other communities that are under the COMPASS sort of footprint are also receiving part of it? So, I'm trying to decide is it a federal government that's deciding if we receive this new additional request or is it COMPASS that's deciding we get the money?

Hood: Mr. Mayor, Councilman Taylor, it is COMPASS resources, although it does come through the federal government. So, the TAP TMA program is our region. So, it is, again, competitive against just our internal -- other cities and the like. But it is awarded through COMPASS, so we are really -- COMPASS -- it's a scoring committee of COMPASS and through their board that gets to choose essentially -- depending on how much money is in the pot they, then, allocate through the federal government. At the end of the day the money does come from the feds, but it is, again, allocated through local resources, if that makes sense.

Simison: And maybe just to put some perspective on this, this has been in the budget for a plan for COMPASS for years and because of the delays the funds have been moving around. The board could have at any point in time or the staff said we are not going to do it and removed it, but they have not chosen to take that path. So, I can -- we will assume that they are committed to continue the funding through this process. But, yes, if anything changes we won't move forward.

Hood: Or find the funding for that; right? I mean they may have some identified funding sources now, but help us continue to look for other sources that -- that can complete this project.

Simison: Maybe back to Kim. So, you are off the hook for -- for now. Kim, I just -- just maybe -- if Council was to say, no, don't send the letter, what would be our option at this point in time?

Warren: Our option? Let me just add one thing and that is we are not guaranteed the funding, but we have been in close contact with COMPASS and we are sort of led to believe that it would be available.

Simison: I guess my -- let's just assume we would stay with 500,000. Don't get any additional --

Warren: We don't get --

Simison: -- or Council says, no, we don't really like this alignment, stay with -- with plan one. Can we still do plan one or is this the route that we need to go in order to accomplish the outcome we want to accomplish?

Warren: We could do it locally, but we would -- you know, with city funds. We would probably need more.

Simison: Okay. I guess I'm saying even the alignment, can we do this without going into the alignment change? I don't know if that's cheaper than -- is that more expensive to do the alignment on the outside or less if you were to stay with your current -- because the original plans didn't have this as a trailhead or did it?

Warren: It -- there was some parking. Trailhead amenities would be covered by that funding. So, it would be minor, but kind of need to do some treatment at the edge of the street and green the property or clean it. So, yes, we have -- that's kind of been added in, but to a minor degree. We don't -- we don't have a project without those two parcels. We would need to just probably -- if it was a no go we would get back the money and decide if it was a local priority. But we could complete -- theoretically we could complete the work under a different funding source.

Simison: Okay.

Strader: Mr. Mayor?

Simison: Council Woman --

Strader: Strader.

Simison: -- Strader. Thank you.

Strader: Like cake. A lot of emotions flying around. Thank you, Kim. I personally feel like this is still a great project. It made good sense years ago when we started the process. I think it still makes sense. I'm a little bit concerned about the cost -- kind of the magnitude of the cost is exploding. I'm appreciative of these potential dollars from COMPASS. I hope that comes through. If it doesn't I think we will have to really have a conversation. But unless -- and I don't know if anyone has a different feeling, but I'm happy to make a motion. Mr. Mayor, I move that we move forward on the Rail With Trail project request with COMPASS.

Overton: Second.

Simison: Have a motion and a second to authorize the Mayor to send a letter to COMPASS requesting -- or providing additional funds for the revised project. Is there further discussion? If not, all in favor signify by saying aye. Opposed nay? The ayes have it and I will sign a letter.

Warren: Thank you, Mr. Mayor. Council.

Simison: Thank you.

Warren: And Councilman Borton. Your Honor. Your Honor.

Borton: Ominous. Mr. Mayor?

Simison: Councilman Borton.

Borton: I move we adjourn the work session.

Simison: Motion to adjourn. All in favor signify by saying aye. Opposed nay? The ayes have it. We are adjourned.

MOTION CARRIED: ALL AYES.

MEETING ADJOURNED AT 4:57 P.M.

(AUDIO RECORDING ON FILE OF THESE PROCEEDINGS)

\_\_\_\_\_  
MAYOR ROBERT SIMISON

ATTEST:

\_\_\_\_\_  
DATE APPROVED

\_\_\_\_\_  
CHRIS JOHNSON - CITY CLERK



# AGENDA ITEM

**ITEM TOPIC:** Approve Minutes of the April 2, 2024 City Council Regular Meeting

A Meeting of the Meridian City Council was called to order at 6:01 p.m. Tuesday, April 2, 2024, by Mayor Robert Simison.

Members Present: Robert Simison, Luke Cavener, Liz Strader, John Overton, Anne Little Roberts and Doug Taylor.

Members Absent: Joe Borton.

Also Present: Chris Johnson, Bill Nary, Bill Parsons, Sonya Allen, Stacy Hersh, Shawn Harper, Joe Bongiorno and Dean Willis.

**ROLL-CALL ATTENDANCE**

<input checked="" type="checkbox"/> Liz Strader	<input checked="" type="checkbox"/> Joe Borton (Left at 6:48 pm)
<input checked="" type="checkbox"/> Anne Little Roberts	<input checked="" type="checkbox"/> John Overton
<input checked="" type="checkbox"/> Doug Taylor	<input checked="" type="checkbox"/> Luke Cavener
<input checked="" type="checkbox"/> Mayor Robert E. Simison	

Simison: Council, we will call this meeting to order. For the record it is April 2, 2024, at 6:01 p.m. We will begin this afternoon -- this evening's City Council regular meeting with roll call attendance.

**PLEDGE OF ALLEGIANCE**

Simison: If you would all, please, rise and join us in the Pledge of Allegiance.

(Pledge of Allegiance recited.)

**COMMUNITY INVOCATION**

Simison: Next item up is the community invocation, which tonight will be delivered by Henry Boyd of Ten Mile Christian Church. If you would all, please, join us in the community invocation or take this as a moment of silence and reflection. Pastor.

Boyd: Pray as the Lord Jesus prayed. Our Father who is in Heaven, hallowed be your name. Your kingdom come, your will be done on earth as it is in heaven. Give us today our daily bread and forgive us our debts as we forgive our debtors. Lead us not into temptation, but deliver us from evil. Lord, would you remember us today as we remember you and would you make the light of your face shine on this city and these -- this Council and this room and would you give them courage to be men and women of integrity and to lead as you led, are always thinking of others over yourself. We pray these things and we give thanks today, in Jesus' name, amen.

**ADOPTION OF AGENDA**

Simison: Thank you. Okay. First item up is adoption of the agenda.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: I move that we adopt the agenda as published.

Cavener: Second.

Simison: Have a motion and a second to adopt the agenda as published. Is there any discussion? If not, all in favor signify by saying aye. Opposed nay? The ayes have it and the agenda is adopted as published.

MOTION CARRIED: ALL AYES.

### **PUBLIC FORUM – Future Meeting Topics**

Simison: Mr. Clerk, anyone signed up under public forum?

Johnson: Mr. Mayor, yes. Gina Johnson.

Simison: Okay. Gina, if you would like to come forward, be recognized for three minutes.

G.Johnson: Members of the city, my name is Gina Johnson. I represent the Video Gamers and the various charities as -- just as a charity board president. Today I would like to discuss with you a proposal that would require further discussion for affordable housing. In this world today we see a lot of need for housing development, but we are not always seeing unique style or themed opportunities that would allow us to change direction from what we see as a standard. My proposal is on behalf of my own organization and we would like the city to consider some of the ideas that will be explained in this pamphlet that I will hand out and it can be discussed at a further time. Those ideas include an IKEA. We have a way to get it in a nontraditional format. We have the ability to build up to 2,000 affordable tiny home units that have modular furniture. We have the ability to provide low income rent for a lot of different charities. A one stop government service shop for all the different cities, counties, state and federal in one area. All of this is a really big project. It's not something simple that can be explained in three minutes. So, I hope that this community -- this Council understands that you can't just look at housing as a one issue thing. You can't just look at nonprofit charity needs as a one issue thing. This year I have attended the Idaho Educational Technology Association conference and I will be attending the Affordable Housing Conference here in April. Idaho Views is coming around the corner. I would like the Council to really consider what is its mission the summer during construction. Is it to stay with the standard or to look beyond and develop the new? Idaho has the opportunity and Meridian can be the nexus point for that. Thank you.



## **PROCLAMATIONS [Action Item]**

### **1. Owyhee Boys Basketball State Champs**

Simison: Thank you, Gina. With that we will move on to our first item for this evening, which is a proclamation for the Owyhee Boys Basketball State Champs. If I could have the team, coaches, Dr. Bub, Principal Rice, I will join at the podium that would be great. So, Council, you may remember last week when we did this for another state champion from another school in Meridian I said I really liked the wrestling team better, because they were a little bit more my height, so -- but, nonetheless, we are excited to be here again with the Owyhee High School, not just some basketball, but -- and other sports, it seems like this is becoming a reoccurring theme here in the City of Meridian, so we are excited to honor you today with the proclamation and celebrate your achievements here in the City of Meridian. So, with that I will go ahead and read the proclamation and, then, turn it over to the coach, then, let's go ahead and have each player state their name, position, and year at school, so we can get that on the record for everybody and we will go from there. All right. Whereas being an Owyhee High School boys basketball player is more than scoring points, making assists, grabbing rebounds, stealing the ball and achieving state titles, it is training to build leadership, character, confidence, teamwork and resilience, all traits needed to succeed on the court, in the classroom and in the real world and whereas Owyhee High School has captured another 5A boys basketball team championship and brought home a second title for the third year program and whereas Owyhee finished the year 24 and two with a perfect conference record and Owyhee Storm basketball team with an impressive 57 to 36 win in the 5A state championship game, returned the state championship to Meridian and whereas the leadership, training and discipline of their coaches help all team members to focus their talents, passion and determination to become a winning team, with each player making valuable contributions to their victory. Therefore, I, Mayor Robert E. Simison, hereby proclaim April 2nd, 2024, as Owyhee High School Boys Basketball State Champions Day in the City of Meridian and call upon the committee join me in congratulating the Owyhee High School on their remarkable athletic achievement and for representing Meridian so proudly in the state tournament, dated the 2nd day of April 2024. Congratulations, team.

Harrington: Player's name, grade, position. Let's go sophomores first.

Knowles: Gavin Knowles. Sophomore. Forward.

Allen: Jordan Allen. Sophomore. Guard.

Rogers: Kaden Rogers. Freshman. Owyhee. Forward.

Brekke: Ryan Brekke. Sophomore. Forward.

Haustveit: Logan Haustveit. Sophomore. Guard.

Howell: Body Howell. Junior. Guard.

Allen: Jayce Allen. Junior. Guard.

Rasmussen: Jackson Rasmussen. Junior. Guard.

Rogers: Jackson Rogers. Junior. Guard.

Downie: Cameron Downie. Junior. Guard.

Campbell: William Campbell. Senior. Shooting guard.

L.Campbell: Liam Campbell. Senior. Shooting guard.

Lukasik: Jacob Lukasik. Coach.

Baldwin: Matthew Baldwin. Coach.

Harrington: Andy Harrington. Coach.

Nugent; RC Nugent. Coach.

Harrington: Andy Harrington. Head coach. Just really quickly I wanted to say thank you to the City of Meridian, West Ada School District. I guess I need to lean in. Owyhee has been an amazing place to coach at. These kids have been phenomenal. Our support from West Ada and Meridian has been there from the beginning and we are continuing to look forward to continue building Owyhee into a high level basketball program. Really looking forward to coaching these guys again next year. We are really going to miss Liam. Everyone else standing here is back, so cannot wait for the future and it's going to be very bright. So, thank you.

Cavener: As Mr. Mayor is making his way back to the podium, I just -- I know that Owyhee has a celebrity super fan in Mayor Chadwick, but it's always good to remind the public that Owyhee is a school that's in Meridian, not Star, and I think it's important that the record reflects that I'm very proud of Owyhee, another great Meridian high school.

## **2. National Osteopathic Medicine Week**

Simison: Well stated, Councilman Cavener. All right. If I could have Tracy Farnsworth and the team from ICOM come forward. As they do, for many here, it's no secret that another great team that we have in the -- in Meridian is ICOM, which houses Idaho's only medical school. So, we are super excited to have them here for what they do to help prepare the needs for our community long term. So, it's really appropriate that we are here to honor you all today with a proclamation as well. So, we will go ahead and do that and, then, turn it over to Dr. Farnsworth for any comments. So, whereas more than 186,000 osteopathic -- osteopathic physicians and osteopathic medical students

bring their distinctive approach to providing healthcare for millions of patients across the U.S. and whereas the oath practiced in every medical field specialty, combining medical expertise with a whole person approach, centered on listening to and partnering with their patients and we are asking more than 11 percent of all physicians in the U.S. and more than 25 percent of all U.S. medical students are DOs who have chosen to practice osteopathic medicine and have made tremendous contributions to the American healthcare system. Whereas osteopathic medicine was founded by Andrew Taylor Still, MD, DO, more than 130 years ago and Idaho's roughly one thousand DOs dedicated to improving the health of their communities through patient centered care focused on treating the body, mind and spirit and whereas the City of Meridian is proud to have Idaho's first and only osteopathic medical school in our community. Therefore, I, Mayor Robert E. Simison, do hereby proclaim April 15th through 21st, 2024, as National Osteopathic Medicine Week in the City of Meridian and encourage all citizens and community organizations to support this observance by helping to educate members of the public about DOs and osteopathic medicine, dated the 2nd day of April 2024. Congratulations.

Farnsworth: Mayor, thank you. We are all very proud Idahoans and very proud Meridianites. In fact, I want you to know that four of the five standing behind me are high school graduates from here in Meridian. Two from Renaissance High School and one from Rocky Mountain and one of our distinguished faculty graduated from Centennial High School. So, our feeding is athletes -- and they are all athletes. All high school athletes. So, athletes today and medical students -- medical doctors tomorrow and one day we will be firemen even. If we can reach that height that would be our -- can I have them just briefly introduce themselves, Mayor? Could we do that, please?

Jordan: Hi. My name is Nicole Jordan and I'm a second year at ICOM. I attended Renaissance High School and I was equestrian during high school. Yes.

Hawks: She was actually a Miss Idaho Rodeo Queen, too. Don't forget that. I'm Theron Hawks. I went to -- I'm an OS-2. Went to Rocky Mountain. Played basketball.

Hill: My name is Tanner Hill. I'm also a second year at ICOM and, like Nicole, I went to Renaissance High School as well.

Parkinson: I'm Dr. Justin Parkinson, someone on the faculty, for family medicine faculty physicians and I grew up and I -- I went to Centennial, which is technically Boise I think, actually, but -- but that's okay. We still -- I lived in the Meridian district, they just moved the boundaries on me back then.

Bates: Dr. Rodney Bates. I am primary care chair and associate professor of internal medicine. I practice internal medicine at St. Luke's Nampa. So, great to be with all of you. Appreciate all of the dear students. They are wonderful in our arts. So, I grew up and graduated from another city that starts with M. Many of you probably don't know where that is, but it's Murtaugh. So, Murtaugh High School grad. Played basketball and football.

## **RESOLUTIONS [Action Item]**

### **3. Resolution No. 24-2444: A Resolution of the Mayor and the City Council of the City of Meridian, Appointing Terrence Green to Seat 1, Jared Cozby to Seat 2, and Marvin Ward to Seat 7 of the Meridian Q Impact Fee Advisory Committee; and Providing an Effective Date**

Simison: Thank you. Council, moving on to Item 3, which is a Resolution No. 24-2444. a resolution of the Mayor and City Council of the City of Meridian appointing Terrence Green to Seat 1, Jared Cozby to Seat 2 and Marvin Ward to Seat 7 of the Meridian Impact Fee Advisory Committee and providing an effective date. We have had some people who have stepped down from the Impact Fee Advisory Committee and had been working and, sorry, this one got lost in the shuffle with everything else. We thought we had done this a while back, but we have got three great people to come on in support of our impact fee conversation. They range -- which there are requirements for these positions. Realtor being one of them. So, we -- Jared is the realtor in that context. Someone that is understanding fire. I don't think anyone could do that better than one of our rural fire commissioners in Marvin Ward. So, have that connection between the city and our impact fees and what they provide I think would be a great addition and, then, Terrence Green, who is -- who was looking for a way to get involved. He has got a strong financial banking background and I think that he will be a true asset to the impact fee advisory committee. So, with that I put this resolution before you for consideration and be happy to answer any questions.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Really fantastic applications. I know Council appreciates receiving all the background on those folks. With that I move that we approve Resolution No. 24-2444 appointing Terrence, Jared and Marvin to the Meridian Impact Fee Advisory Committee.

Cavener: Second.

Simison: Have a motion and a second to approve Resolution No. 24-2444. Is there any discussion? If not, all in favor signify by saying aye. Opposed nay. The ayes have it and the resolution is agreed to.

**MOTION CARRIED: FIVE AYES. ONE ABSENT.**

## **DEPARTMENT / COMMISSION REPORTS [Action Item]**

#### **4. City Council: Recognition of Councilman Joe Borton**

Simison: Council, we have reached Item 4 on our agenda, which is City Council recognition of Councilman Joe Borton. Joe, would you like to make any comments first or would you like the Council to go first with anything that they would like to say?

Borton: I will go last.

Simison: Okay. Joe is going to go last. So, any -- any takers? Any comments?

Taylor: Mr. Mayor?

Simison: Councilman Taylor.

Taylor: I will get the party started, because I don't have years of experiences and stories to tell. I will get it done quickly. I have months. But I want to share one story and I will -- then I will be quiet. I met Joe officially last summer when I was visiting with a few members of Council just to ask questions and to learn about the job a little bit and at the end of the conversation I asked him a question and his answer really stood out to me and I think about it a lot. I asked do you have any advice and without hesitation he said just fall in love with Meridian. Just the way he said it. And it was really interesting the way you said that and he just said just love your community, love the people you serve, but just fall in love with the city. That was it. Very simple, very direct to the point, but in such few words I thought you conveyed a lot and as I have watched you conduct yourself just in the short time we have been together I have really admired what you have done. You have obviously had a big impact on the city, even though our time has been short and I feel a little bit robbed of some -- some good times and some good counsel, I still think the advice you gave me was -- was very well received, very impactful and it just says a lot about your character and -- and what you think of the city and so I really admire you for that and I'm really grateful that you are willing to step into another role of service. That's the other thing I remember you talked a lot about is this job is about service and so I think you -- you -- there is a lot to admire about that in your example for all of us, you know, not just on the Council, but in the city. So, I really appreciate it and wish you the best of luck.

Little Roberts: Mr. Mayor?

Simison: Council Woman Little Roberts.

Little Roberts: I had to make notes and I have made them and torn them up. Joe and I had a parking lot conversation the other night and I think I started crying then. So, my first question was who will give the talk to new or returning councilman after an election? When I was first on Council it was Keith Bird. Then this year it was you. You were the perfect one to talk to us about we may disagree, but we will never be disagreeable. You set the bar high because every day you live it. Your thoughtfulness and intention says everything. It shows in everything that you do and say. The evening

that you told us you had been appointed to Fourth District Court I took notes, because I -- I didn't take notes on -- I took notes on what we were talking about, but I took notes on how you summarized the discussion points and focused so thoughtfully on what you saw making a difference in this community, not only this year, but next year, ten years and beyond. Your thoughtful summaries always acknowledge the hard work that all parties have contributed, even when you vote against the project. You are an encourager. Always cheering others on whether it's to run for City Council or at city Chamber softball games. You are always that encouragement. You are wise, which is one of the many many reasons that you will make a great judge, but more often than not you would rather help someone find their own voice than to voice or share yours. You have a -- I have appreciated serving with you beyond what words can express, but more than that I have had the years of appreciating your friendship. Congratulations, you will be an excellent judge. You embody every day those qualities that make a judge effective. We will miss you. When we ask what would Joe do and I did not know about the shirts, so that's worth coming today. The answer will always be process it thoughtfully, thoroughly and with the future in mind. Thank you.

Overton: Mr. Mayor?

Simison: Councilman Overton.

Overton: So, Joe, your influence on me goes back to when I worked for the city in the police department and we looked to many council members back in the past for their assistance and guidance and even when you weren't our liaison you were always there to help us if we needed something. When I first came to the point of being on the Council you were one of the people I looked to the most because of your knowledge and one of the things that -- I don't know that you fully understand is when people come onto this Council I think you mentor them without even knowing it, because you lead by example. You have that ability to how you lead the city and you just tend to be the person, whether you acknowledge it or not at the time, that everybody is looking to you as an example of how things should be done and done right and, hopefully, we can try to come as a group and carry on and carry that forward as we go into the future. But that's a big hole to fill that you are leaving. Appreciate you very much.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: All right. I don't like getting very emotional, but I do have a few kind words to say about Joe. When I met Joe and worked with him on the City Council I realized that he was brilliant, that he really knew his stuff. I realized that he read every word of every packet for each meeting and that is something that's to be commended, but it speaks to his diligence and the effort that he puts into grinding things out, doing it the right way. One of the best moves that Joe ever made was marrying Sharon Borton, who is deserving of just as much praise for the beautiful family that they have built together and I have no doubt that she is one of the secrets behind his tremendous success. I

apologize for the many road trips I have interrupted with my pesky phone calls asking for advice. Joe is a genuine person. He has a huge heart and he has done more to help me learn how to do City Council than anyone else. Joe has provided that advice. Always willing to listen. His fingerprints are all over everything that we do, every process the City Council has at this point, whether it's reviewing the budget, whether it's how we go about different things, a lot of it has to do with Joe's relentless focus on having the right process to get the right outcomes. The final thing that I will say that I appreciate about Joe, unlike many politicians, Joe is someone I can say he has guts and he stands up for things when he really believes in them and when they are important and everything is not just a political calculation for Joe. Joe really cares about doing the right thing and he decided that he loved having his family raised in this community. He wanted this community to be the best that it can be and I appreciate that about him. So, thank you. You will be the best judge Idaho has ever seen and we are lucky to keep having you serve our community, but I just really appreciate you and your whole family. Thanks.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: The past year and a half -- this is weird. I love you and this whole thing is just weird. But in the past year and a half I have found that there is a pathway between voicing gratitude and the waterworks that come from here. So, I -- the good news is that means I will probably be relatively brief, but it also means brief is subjective. I wrote some notes, because as I learned from a good friend you only get one shot at this and Joe is an inspiration. He is an inspiration to all of us and I -- as I was thinking about today and not looking forward to it, I started thinking about what is it about Joe that inspired me and it's four things. First it is his integrity. Joe has more integrity in his pinkie than most people have in their whole life, except for maybe when it comes to poker, but that's a conversation for another day, but up here as a Council leader you lead with integrity, which speaks to -- I think number two, which is -- which is honor and it's fitting that that's what you will be referred to moving forward is Your Honor. Being on a Council for some people is a -- is a thing they just do or they look at it as a stepping stone for something else, but Joe served with honor. It wasn't a job, it was the job and I saw that from day one and -- and it's fitting that we have heard as people thought about running for City Council they talk to you. I was one of those as well and you -- you lead with honor and you are an example for all of us. The third is probably the biggest one, which is -- which is service. We -- we serve. We don't just serve here, we serve in many different facets outside of this building and I just admire your service to our community as a council member, but your service to our community -- as a coach and as a mentor and as a business leader, it's always exciting when you are out campaigning and you knock a door that's got a Borton for City Council sign in the yard, because you know these people have a story they want to share about the impact that Joe has made on their life, often not as a city council member, but as a coach or a community leader. The fourth one, his family. It's great so many of the Bortons are here. Some of you don't know, we had a little event for Joe today that he was roughly

about 45 to 50 minutes late and it -- it caused some worry and so I was fortunate -- I text Mrs. B and said, hey, have you seen Joe and it just provided a unique opportunity to -- to thank the Bortons for sharing Joe with us and don't just thank your family, I thank you, Joe for the impact you have had on the Cavener family. The Mayor talked today about the many people in our community that have benefited from Joe's advice -- both Council advice and legal advice and the Cavener her family has benefited from both and there is a -- there is a depth of appreciation that I will never be able to fully repay, but I will try, which brings me the part that I'm excited about is you are going to this new job and you have been an inspiration to me and I thought it would be fitting to pass some things along to you that may serve as an inspiration in your new role and it's hard to shop for a guy who has everything, but I'm going to try. So, the first is I have an autographed Judge Wapner photo. Now, it -- it doesn't include a certificate of authenticity, but eBay seller Faustino's dad has assured me that it is legit. So, I will have that for you. In addition, I'm excited, I didn't know that this existed, a -- a mint condition Judge Mills Lane trading card. I'm sure a highly sought after. This is important -- again, you start to run out of judge things, but a -- a Judge Dredd action figure -- again I think also probably a collector's edition item. Terminator Two Judgment Day on Blu-Ray. I thought that's something good to have and, then, I love your shirts and there is not really a good judge shirt, so I thought a Judge Reinhold T-shirt would be nice under -- under the robe and so these are all for you and -- but I have one more thing -- and I did talk to the Mayor and our parks director is not here, but, you know, from time to time we have had the opportunity to recognize community leaders. We have Rountree Field at Fuller and, of course, the great Keith Bird Legacy Park, but there is nobody on our Council that has been more of a friend of the feline community than -- than -- than Mr. Borton and so -- and, Mayor, I apologize, I didn't talk to you about this, but I think it is important that we have a -- a cat park in Meridian. You have been a champion for that and I'm excited to announce that -- it came in under budget, but I have for you a token of appreciation, the Joseph W. Borton mobile cat park. You can actually take this with you everywhere you go and cats -- there is lots of activities and fun projects and I just thank you so much for your impact in our community and I know that you will display this proudly in your home for years to come and maybe pass it down to the family members. So, my way of saying thank you for all you do.

Borton: Oh, Cavener --

Simison: Anything else, Mr. Cavener?

Cavener: No. The -- the plaque -- the plaque is removable. That's -- that's an important feature, so you can -- you can put that wherever you -- correct. It's a safety -- Mr. Mayor, that concludes my -- my comments and I appreciate you all indulging me a little bit this evening.

Simison: Well, I don't know if we can top that. You know, I don't know what I was complaining about. No one's worked harder to get him off of this council than I have during this -- during those last, you know, eight months or so. I have had an opportunity to speak three times about Joe, you know, once in our employee meeting, something



without the community upstairs, but I do think that there is one thing that I don't know that anybody but you have heard me say and it's a little long in that context and I don't think I will be emotional, but, you know, when Joe kind of -- when Joe mentioned that this was something he was interested in doing in pursuing the district court judge route, I wrote a letter to the governor outlining -- and while there is going to be some stuff that's going to be a little off tangent I still think it holds true and I -- I would like the rest of the Council to at least hear and I have not changed any words, so this is the actual -- these are the words. I'm writing in support of Joe Borton's candidacy to be appointed as district court judge to the Fourth Judicial District. I trust the vetting process conducted by the state of Idaho Judicial Council has shown Joe to be a top candidate with the knowledge, skills and abilities, as well as the temperament, integrity and independence to serve the public as a member of the judiciary. Joe believes in taking the conservative approach, is a true and dedicated public servant and has my highest recommendation. The people of the state of Idaho would be well served by having him in this role. For the more than 15 years I have known Joe all of what I stated in my May 1st, 2023, letter to the executive director of the Judicial Council and the selection panel holds dear to me. Joe has continued to grow his skills as a lawyer, public servant and father. Joe's worked with a large variety of clients, cases and issues. I know this because of the multitude of friends, acquaintances and professional organizations who choose to utilize him as their attorney. He works tirelessly for those who have needs which are crucial to families and he understands the importance of the law. He ensures the public is protected as he advises local government clients to keep them free from legal challenges and Joe gives his time freely to multitudes of nonprofit organizations, so they can use their limited financial resources to best carry out their mission. Throughout his years as a member of the Meridian City Council Joe has been the champion for fair and timely deliberations on all matters, bringing an impartial perspective. In land use matters before the City Council Joe listens to all testimony, questions and comments. He identifies areas of concern that can be addressed and articulates a path forward under the confines of statute. By correctly applying legal standard before the City Council he is able to help the city move forward in its decision making process for the quasi-judicial role. He does so by making sure the actions are reflected by the record that has been presented. Further, Joe's a conservative voice and strong champion for openness and transparency in government process. It was in 2007 with one of my first interactions with Joe was an employee of the city that I first had the opportunity to work with him while he was serving as city council president. It was in this role that I first experienced Joe's judicial temperament and thought process. Specifically I witnessed the value and importance he puts on listening to understand and asking questions to clarify. Values that Joe has only refined and made stronger over his tenure. Over the years Joe Borton has taught me many things by applying the principles I know he adheres to in his practice in life. He taught me how to take time and listen to others. He has taught me to trust the process. He had taught me how to serve my community. When I noticed that if I ever needed an attorney Joe would be my first call. If I ever needed someone to mediate a situation Joe would be the best person for the job and if I ever had to end up before the court Joe's the person I want to have presiding over my case. Once again I want to thank the State of Idaho Judicial Council for their vetting process, blah, blah, blah, blah, blah. For these reasons I encourage you to appoint Joe

Borton to the district court of the Fourth Judicial District of Idaho. That all remains more true than you realize and it's been a pleasure having you up here, wherever you have been in this community helping out and living your voice, but appreciate you more than you know. The floor is yours.

Borton: Let's do another round. Start on the -- let's just keep it going. I think you're the best. Let me first for -- for those here and watching online, Councilman Cavener referenced it. I'm glad you did, Luke. My wife Sharon is here. Love you. Thanks for coming. My eldest son Jack and his fiancée Lauren are here. So, thank you for coming. It's great to have friends and family present at the end of this. I have got a good photo of my first swearing in and the boys were maybe waist high and now they are grown -- grown adults and back in the Treasure Valley. So, I guess I have got -- I will be really brief. I promise. I will try. I won't promise. But let me be brief. I have got an ask and an opportunity. What I thought about. And the ask is more to everyone in the room. I appreciate you being here and folks that are online that may watch and here is the ask -- is there is lots of opportunity in your community, in your church and school board meetings or wherever you encounter the community where people will blanket complain or -- or question or disparage government. That government has to be bad or it's bad or it's wasteful or it's dumb or it's corrupt or something like that. But you have up here some of the greatest, kindest, most thoughtful, dedicated public servants and any time I get the question or a comment where somebody says something about government that is just a blanket statement that tries to disparage it, I speak up. My ask is to speak up. If somebody ever says to you that local government doesn't work or it's wasteful or dumb or anything like that, speak up. Folks that know people up here -- tell them it's not the case, because you know folks -- you know Anne Little Roberts. Good council member. Tell them about Anne. Tell them how we -- if you need any questions or concerns regarding public safety and someone who is dedicated to make sure you wonder why your community's safe, go talk to Anne Little Roberts. You want to understand why they have got perspective, the Council up here has perspective on what happens, decisions and how they have long-term effects and how they consider that. Talk to John Overton. There is a wealth of great talent and love for the community up here. If you want to talk about love for the community talk to Councilman Cavener. I wouldn't say he loves the community, I would probably say he is in love with the community. Councilman Cavener gets emotional because he cares so much about all the employees and making this the best city ever. Doesn't happen by chance. They question local government, talk to Doug Taylor. He is brand new and he is -- he has dived into it with a perfect perspective, great temperament, asking the right questions, trying to make sure it's the right decision, not coming in thinking there is a problem and he has got a solution, but try to understand it. That's a great servant leader. You want to understand how our city remains debt free and -- and maintains a strong budget, the best in the state, you have got folks like Council Woman Liz Strader, who knows the numbers and takes the time to make sure that things are done correctly with a long-term focus. None of that happens by chance. So, I always speak up when someone ever were to question government and disparaging and say, no, you have got it wrong. Maybe in DC, maybe down in Boise at the capitol, maybe, but I tell you what not in Meridian. You don't know these folks. So, welcome those questions if anyone

questions local government and speak up. That's my ask to help people. The blessings that I have had serving with all of you and the folks that came before us. The comments for the people that I'm leaving I have a confession to make, but over 14 years when mayors leave and council members leave, I, in essence, grieve for a bit. I get sad and I grieve, because you can tell the relationships up here are professional, but they are also personal. We have a close bond and a close tie, so it's hard and I have gone through a lot of them and it takes time and -- and I worry, you know, what happens when that individual leaves. How are we going to go on? And what I figured is a way I cope through it and I will leave you with this -- it's I think a bit more like an opportunity. When somebody leaves, a mayor or council member in Meridian, there are folks that remain have an opportunity and that opportunity is to let things slide, to kind of allow things to kind of degrade a little bit, not pay attention as much with a budget, maybe not focus on long-term planning, maybe try to, you know, make short-term efforts, you have an opportunity to relax your standards, to relax, how -- you know, the bar that you set for yourself and that's what would always scare me, because I know there is the opportunity when someone leaves to do that, to relax and to not be as great as you want to be. To also have the opportunity when someone leaves -- and I'm no different -- to fill the void by being better and it kind of forces you to revisit your commitment to the long-term commitment that you make to be a good council member, to make your decisions focusing on the process and the plan and the good work that leads to the decisions we make. You know, we talk many times about the success that our city has, the reason it's, you know, the police and fire -- thank you, fellas, for being here, by the way. I really appreciate that. That doesn't happen by chance. I think these are long-term decisions. You have success today because of things that happened ten, 20 years ago. So, the diligence and the energy to exert -- I call it an opportunity to -- to fill that void and remain focused on those long-term commitments. Don't worry about what people might be mad about in ten or 20 weeks or ten or 20 months, focus on the decision that's right in ten to 20 years when we are all gone., So that's what gives me comfort. That's what makes me feel like there couldn't be a better time for me to go on to my next journey, because you have got the best council members up here, diverse in their experience, diverse in their perspective, diverse in their backgrounds and skill sets and you have got a Mayor who has the courage to lead like -- kind of like a dad in a way that might be grumpy and might make decisions that aren't popular; right? But his job is not to be popular and liked by everybody, his job is to be a steward of the city and, Mayor, you do it well and it's hard and you take arrows, you do, but, you know, leaders take arrows and so I appreciate your perspective and leadership doing that. Easy to criticize, hard to lead, so I think you are doing a fantastic job and so I feel comfortable and very confident that when you all think of the opportunity you have, you are going to fill my absence, you won't skip a beat, so long as you remain diligent on that long-term focus planning and process and Meridian is going to continue to succeed. So, it's been a blessing. It's been a blessing to be a part of it. I'm thankful -- and you, like -- like me, but you all sacrifice time from your families; right? You have got kiddos and husbands and wives and everybody that you leave every Tuesday to come down here and do all this, so I thank you all for that sacrifice as well and to your family, because it's a lot. So, Meridian is in good hands. The timing is perfect. I will miss you dearly. I miss this nerdy process of local government. I love it as much as I did day one. So, thank you

for the kind words. That really means a lot. It really does. Gives me things to pause and kind of reflect on. Lots of ways we can choose to spend our time and the fact that we all choose to spend it up here together to make our community better is special, so I have been blessed to raise a family in the greatest city in the state, so I'm forever in your debt. So, thank you. Thank you. Thank you. Thank you.

Simison: Call a five minute recess.

(Recess: 6:49 p.m. to 6:56 p.m.)

## **ACTION ITEMS**

### **5. Public Hearing for Watts Meridian Medical Partners (SHP-2024-0001) by Focus Engineering and Surveying, located at 1256 S. Rackham Way**

- A. Request: Short Plat consisting of two (2) building lots on 2.53 acres of land in the C-G zoning district.

Simison: All right. We will go ahead and come back from recess and move on to Item 5, which is public hearing for Watts Meridian Medical Partners, SHP-2024-0001. We will open this public hearing was staff comments.

Allen: Thank you, Mr. Mayor, Members of the Council. The first application before you tonight is a request for a short plat. This site consists of 2.53 acres of land. It's zoned C-G and is located at 1256 South Rackham. The Comprehensive Plan future land use map designation is mixed use regional. The short plat proposed consists of two building lots on 2.53 acres of land in the C-G zoning district for Watts Meridian Medical Partners Subdivision. Access is proposed from South Rackham, an existing local street along the west boundary of the site and from the drive aisle at the east boundary of the site. A 25 foot wide cross-access easement is depicted along the shared lot line between Lots 1 and 2 for shared access between the two lots. Staff is recommending this drive aisle is constructed in its entirety with the first phase of development. ACHD is requiring pavement widening for South Rackham Way and construction of curb, gutter and sidewalk. No additional right of way is needed. A detached sidewalk is proposed along the northern boundary of the site along Flat Iron Lane. Curb, gutter and an attached sidewalk is proposed along the southern boundary of the site abutting the proposed drive aisle and curb and gutter is proposed along the eastern boundary of the site adjacent to the existing drive aisle. A ten foot wide street buffer is required along South Rackham Way, landscaped in accord with UDC standards. A 50 foot wide permanent access easement crosses the southwest corner of the site as depicted on the plat and that is this area right here. It was recorded with the previous plat that includes this property. Staff had recommended this easement be amended or partially vacated in accord with the proposed plat. However, the applicant states they are unable to do so, because it's a dual purpose easement that also contains a gas line for Intermountain Gas Company that runs through the southwest corner the site that will provide gas to

both of the future buildings. The gas company is unwilling to amend or vacate their easement. For this reason staff recommends removal of Conditions Number 3-C and 6 pertaining to amendment or partial vacation of this easement. Staff further recommends deletion of the comments pertaining to additional right of way dedication in conditions 3-A and 4-A as additional right of way is not required by ACHD. Staff is recommending approval of the proposed short plat with the aforementioned deletions. Written testimony was received from Adam Watts, the applicant, in response to the staff report and he is online tonight if you have some questions. That concludes staff's presentation. Thank you.

Simison: Thank you, Sonya. Council, any questions for staff?

Taylor: Mr. Mayor?

Simison: Councilman Taylor.

Taylor: Not a question for staff, but just a disclosure. I did have a -- did not know at the time, but I do have a relationship with the applicant from ten years plus when I lived in Virginia. We played on the same basketball team. But consulted with our good attorney and found just disclosing it is enough where we don't have an existing relationship in terms of communication on these topics. I don't think it will affect any of my decision making.

Simison: Thank you.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Thank you. Sonya, thank you. I just wanted to check with the drive aisle recommendation. Is that something that the applicant has accepted and it's already within the condition of approval or does that need to be spelled out if we decide that that's something important to add?

Allen: Mr. Mayor, Vice-President Strader, are you referring to the traffic backing out into the drive aisle, the comment and the analysis, or are you referring to a condition of approval?

Strader: There is a recommendation from staff to ensure that the first phase of development includes the construction of the drive aisle. I'm just trying to narrow in on whether that requires a change in the conditions.

Allen: That is a condition of approval that exists and the applicant is in agreement with that condition.

Strader: Perfect. That's what I thought. Thank you.

Allen: Thank you.

Simison: Council, any additional questions for staff? Okay. Then would the applicant like to -- looks like they have unmuted themselves. You are recognized for up to 15 minutes.

Watts: Thanks, Council Members, for spending your time tonight and thanks for letting me and everybody else listening. That was -- that was quite the tribute to the president there. I have never seen that. So, must -- must be quite a guy. Let me first start off saying that Council Member Taylor is an excellent ballplayer and, yes, it's been probably 12 years since we played ball together. So, anyway -- yes. So, this is a short plat in front of you. We have spent a lot of time going back and forth. Sonya has been fantastic in helping us kind of digest and put everything together that we feel like is a -- is a great development here. We have met with ACHD a few times. We have met all of their requirements as she has stated. We are okay with building that drive aisle access with phase one. In fact, it's -- it's needed and we are happy to do that. I don't have any other kind of updates for you. I'm here to answer any questions that you have, but we have spent a lot of time trying to get this right and get it in front of -- in front of you guys here tonight.

Simison: Thank you. Council, any questions for the applicant? Besides who was a better player?

Taylor: Mr. Mayor. It was me. However, Adam was a very good three point shooter.

Simison: Okay. All right. Thank you very much. Mr. Clerk, is there anyone signed up on this item?

Johnson: Mr. Mayor, no.

Simison: Okay. We had no one sign up. Is there anybody present that would like to provide testimony on the item or if you are online use the raise your hand feature. Seeing no one online or raising their hand, would the applicant like any final comments or do they waive?

Watts: No further comment. Thank you.

Simison: Okay. Waives final. So, Council, what's your disposition? If you like we could phone a friend. He's not that far away.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Hi hope we don't have to do that. I'm sure that would be an ominous sign for him for the coming years. I think -- I think we will manage. It's made good sense to me.

It seems to fit well with the area. I think it's a good short plat. It feels like most of the issues have been ironed out. Happy to make a motion, unless someone else has a concern or question. Perfect. Mr. Mayor, I move that we close a public hearing.

Cavener: Second.

Simison: Motion and second to close the public hearing. All in favor signify by saying aye. Opposed nay? The ayes have and the public hearing is closed.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

Strader: Fantastic. Mr. Mayor?

Simison: Council Woman Strader.

Strader: After considering all staff, applicant, and public testimony, I move to approve File No. SHP-2024-0001 as presented in the staff report for today's hearing date with a couple of quick modifications. We will go ahead and remove conditions 3-C and 6 pertaining to the vacation of the easement, as well as conditions 3-A and 4-A, as those conditions no longer pertain to this application they are not required by ACHD and it sounds like the drive aisle construction in phase one has already been agreed to by the applicants and within the conditions. Thanks.

Allen: Mr. Mayor, make one clarify --

Simison: One second. Can I get a second?

Cavener: Second.

Simison: Motion and second. Sonya.

Allen: Staff did not recommend conditions 3-A and 4-A be stricken in their entirety. Only the portions pertaining to additional right of way possibly being needed.

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Yeah. I amend my motion to reflect that it only pertains to the additional right of way.

Cavener: That's what understood. So, second agrees.

Simison: Second agrees. Okay. Have a motion and a second. Is there discussion on the motions?

Cavener: Mr. Mayor?

Simison: On the motion.

Cavener: Always thank staff for keeping us right and focused, so I appreciate that.

Strader: Uh-huh. Okay.

Simison: And with that ask the clerk to call the role.

Roll Call: Borton, absent; Cavener, yea; Strader, yea; Overton, yea; Little Roberts, yea; Taylor, yea.

Simison: All ayes. Motion carries and the item is agreed to.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

**6. Public Hearing continued from March 12, 2024 for Avani Neighborhood (H-2023-0049) by Conger Group, located at Southeast of Franklin Rd. and Black Cat, North of I-84.**

- A. Request: Annexation of 35.086 acres of land from RUT to the R-15 (Medium High Density Residential) zoning district.
- B. Request: Preliminary Plat consisting of 256 buildable lots and 25 common lots on 33.71 acres of land in the proposed R-15 zoning district

Simison: With that we will move on to Item 6, which is a public hearing continued from March 12th, 2024, for Avani Neighborhood, H-2023-0049. We will continue this public hearing with any comments from staff.

Hersh: Good evening, Mr. Mayor and Council Members. This application was continued and during the March 12th hearing City Council directed staff to prepare the conditions of approval and findings for the scheduled hearing of today April 2nd, 2024, and the applicant has sent a response that they are in agreement with those conditions. Also since the last hearing we did receive written testimony from one letter on 3/15/2024 from Gail Simpson with concerns with Meridian having the infrastructure to deal with more traffic, schools and/or businesses and that concludes staff's presentation for tonight and I stand for any questions.

Simison: Thank you. Council, any questions for staff? Would the applicant like to make any comments? The applicant is there. If you would like to make questions, but not asking to make any at this time. Okay. Anybody in the public that would like to provide testimony on the information provided? Seeing none. Does the applicant waive



any final comments? Applicant waives any final comments. Council, what's your direction?

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: Move we close the public hearing on Item 6.

Little Roberts: Second.

Simison: Have a motion and a second to close the public hearing on Item 6. Is there any discussion? If not, all in favor signify by saying aye. Opposed nay? The ayes have it and the public hearing is closed.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: I move we approve Item 6, application H-2023-0049 as presented and include all staff comments.

Little Roberts: Second.

Simison: Have a motion and a second to approve Item H-2023-0049. Is there discussion?

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Yeah. Just -- I -- I will be a no vote this evening and it's just my convictions around the project not being within the Ten Mile Specific Area Plan. I normally, actually, when we get to this phase would just vote with the project, considering it's kind of going that direction, but I do feel very strongly about this particular one and I want my vote to be reflected that way. So, that's why I'm voting that way. It's nothing personal and I do hope that you guys are very successful with it. Thanks.

Taylor: Mr. Mayor?

Simison: Councilman Taylor.

Taylor: A comment. As I was reviewing the notes from the hearing. I went and watched some of it. I did want to, again, reiterate I really appreciate Bill and Stacy and the staff,

the advice that they gave I think they did exactly what we had asked them to do. I also -- I think as we considered this application I think it was one of those situations where it was Council's decision to kind of weigh in with our different perspectives on kind of how we thought this would go. So, again -- and I agree, I hope that applicants are successful. I agree with Councilman Strader and I think it's a good project. I'm encouraged by what we are seeing out there. I know there is a lot of work to be done and I know as we consider what kinds of policies we adopt as a city and how we want to see things grow. I think those are also subject to modifications, updates, changes in a way that we think best reflect the situation on the ground. So, again, I think it was a healthy debate. I think it was a good discussion and I think it was our former good Council Member Borton who said -- I can't remember if he said it right in the hearing or right after, that the process -- or maybe it was you, Mayor. Maybe I will give you the credit. He said the process worked the way it should, even though we found ourselves in the situation where we were voting against the recommendations of the staff, but yet the process worked and I think that was a really good reflection of kind of where we are as a city and staff and everything. So, I wish the applicant well on this and I think it's a good project. I will be supporting it.

Simison: Any other comments? All right. Ask the Clerk to call the roll.

Roll Call: Borton, absent; Cavener, yea; Strader, nay; Overton, abstain; Little Roberts, yea; Taylor, yea.

Simison: Three ayes. One no and abstain. Motion passes and the item is approved.

MOTION CARRIED: THREE AYES. ONE NAY. ONE ABSTAIN. ONE ABSENT.

**7. Findings of Fact, Conclusions of Law for Avani Neighborhood (H-2023-0049) by Conger Group, located at Southeast of Franklin Rd. and Black Cat, North of I-84.**

Simison: With that we will move on to Item 7, which is Findings of Fact and Conclusions of Law for Avani Neighborhood, H-2023-0049.

Cavener: Mr. Mayor?

Simison: Councilman Cavener.

Cavener: I move we approve Item No. 7, H-2023-0049.

Taylor: Second.

Simison: Have a motion and seconded to approve Item 7. Is there any discussion? If not, clerk will call the roll.

Roll Call: Borton, absent; Cavener, yea; Strader, nay; Overton, yea; Little Roberts, yea; Taylor, yea.

Simison: Four ayes. One no. And the item is agreed to. Thank you very much.

MOTION CARRIED: FOUR AYES. ONE NAY. ONE ABSENT.

**FUTURE MEETING TOPICS**

Simison: Counsel, anything under future meeting topics or a motion to adjourn?

Strader: Mr. Mayor?

Simison: Council Woman Strader.

Strader: Unless there is a future meeting topic, I move that we adjourn the meeting.

Simison: Motion to adjourn. All in favor signify by saying aye. Opposed nay? The ayes have it. We are adjourned.

MOTION CARRIED: FIVE AYES. ONE ABSENT.

MEETING ADJOURNED AT 7:11 P.M.

(AUDIO RECORDING ON FILE OF THESE PROCEEDINGS)

\_\_\_\_\_  
MAYOR ROBERT SIMISON

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
DATE APPROVED

ATTEST:

\_\_\_\_\_  
CHRIS JOHNSON - CITY CLERK



## AGENDA ITEM

**ITEM TOPIC:** JA Welker Office Building Water Main Easement No. 1 (ESMT-2024-0051)

Project Name or Subdivision Name:

JA WELKER OFFICE BUILDING

Water Main Easement Number: 01

Identify this Easement by sequential number if the project contains more than one easement of this type. See instructions/checklist for additional information.

For Internal Use Only  
Record Number: ESMT-2024-0051

**WATER MAIN EASEMENT**

THIS Easement Agreement made this 16th day of April 20 24 between Milano Collective LLC ("Grantor") and the City of Meridian, an Idaho Municipal Corporation ("Grantee");

WHEREAS, the Grantor desires to provide a water main right-of-way across the premises and property hereinafter particularly bounded and described; and

WHEREAS, the water main is to be provided for through underground pipelines to be constructed by others; and

WHEREAS, it will be necessary to maintain and service said pipelines from time to time by the Grantee;

NOW, THEREFORE, in consideration of the benefits to be received by the Grantor, and other good and valuable consideration, the Grantor does hereby give, grant and convey unto the Grantee the right-of-way for an easement for the operation and maintenance of water mains over and across the following described property:

(SEE ATTACHED EXHIBITS A and B)

The easement hereby granted is for the purpose of construction and operation of water mains and their allied facilities, together with their maintenance, repair and replacement at the convenience of the Grantee, with the free right of access to such facilities at any and all times.

TO HAVE AND TO HOLD, the said easement and right-of-way unto the said Grantee, its successors and assigns forever.

IT IS EXPRESSLY UNDERSTOOD AND AGREED, by and between the parties hereto, that after making repairs or performing other maintenance, Grantee shall restore the area of the easement and adjacent property to that existent prior to undertaking such repairs and maintenance. However, Grantee shall not be responsible for repairing, replacing or restoring anything placed within the area described in this easement that was placed there in violation of this easement.

THE GRANTOR covenants and agrees that Grantor shall not place or allow to be placed any permanent structures or obstructions within the easement area that would interfere with Grantee's use of said easement, including, but not limited to, buildings, trash enclosures, carports, sheds, fences, trees, or deep-rooted shrubs.

THE GRANTOR covenants and agrees with the Grantee that should any part of the right-of-way and easement hereby granted shall become part of, or lie within the boundaries of any

public street, then, to such extent, such right-of-way and easement hereby granted which lies within such boundary thereof or which is a part thereof, shall cease and become null and void and of no further effect and shall be completely relinquished.

THE GRANTOR does hereby covenant with the Grantee that Grantor is lawfully seized and possessed of the aforementioned and described tract of land, and that Grantor has a good and lawful right to convey said easement, and that Grantor will warrant and forever defend the title and quiet possession thereof against the lawful claims of all persons whomsoever.

THE COVENANTS OF GRANTOR made herein shall be binding upon Grantor's successors, assigns, heirs, personal representatives, purchasers, or transferees of any kind.

IN WITNESS WHEREOF, the said parties of the first part have hereunto subscribed their signatures the day and year first herein above written.

GRANTOR: Milano Collective LLC

Darcia Johns, member

STATE OF IDAHO )  
                           ) ss  
 County of Ada    )

This record was acknowledged before me on 4-3-2024 (date) by Darcia Johns  
 (name of individual), ~~[complete the following if signing in a representative capacity, or strike the following if signing in an individual capacity]~~ on behalf of Milano Collective, LLC  
 (name of entity on behalf of whom record was executed), in the following representative capacity: Member (type of authority such as officer or trustee)

Notary Stamp Below



Jennifer Petrie  
 Notary Signature  
 My Commission Expires: 11-18-27

GRANTEE: CITY OF MERIDIAN

\_\_\_\_\_  
Robert E. Simison, Mayor     4-16-2024

\_\_\_\_\_  
Attest by Chris Johnson, City Clerk     4-16-2024

STATE OF IDAHO, )  
                              : ss.  
County of Ada        )

This record was acknowledged before me on 4-16-2024 (date) by Robert E. Simison and Chris Johnson on behalf of the City of Meridian, in their capacities as Mayor and City Clerk, respectively.

Notary Stamp Below

\_\_\_\_\_  
Notary Signature  
My Commission Expires: 3-28-2028



**Sawtooth Land Surveying, LLC**

P: (208) 398-8104 F: (208) 398-8105  
2030 S. Washington Ave., Emmett, ID 83617

**City of Meridian Water Easement Descriptions**

Water easements within Lot 42 of Block 3, Verona Subdivision No. 3, on file in book 94 of Plats at Pages 11422-11423, Ada County records, located in the SW1/4 of Section 26, Township 4 North, Range 1 West, Boise Meridian, City of Meridian, Ada County, Idaho, said parcel being more particularly described as follows:

**COMMENCING** at a 1/2" rebar marking the southwest corner of said Lot 42;

Thence N. 0°21'49" E., coincident with the west line of said Lot 42, a distance of 12.50 feet;

Thence leaving said west line, S. 89°38'11" E., 3.92 feet to the **POINT OF BEGINNING** of Water Easement "A";

Thence N. 0°21'49" E., parallel with said west line, 14.72 feet;

Thence S. 89°38'11" E., parallel with the south line of said Lot 42, a distance of 20.00 feet;

Thence S. 0°21'49" W., parallel with said west line, 14.72 feet;

Thence N. 89°38'11" W., 20.00 feet to the **POINT OF BEGINNING** of Water Easement "A".

Said easement contains 294 square feet, more or less.

AND

**COMMENCING** at a 1/2" rebar marking the southwest corner of said Lot 42;

Thence N. 0°21'49" E., coincident with the west line of said Lot 42, a distance of 12.50 feet;

Thence leaving said west line, S. 89°38'11" E., 72.10 feet to the **POINT OF BEGINNING** of Water Easement "B";

Thence N. 0°21'49" E., parallel with said west line, 6.72 feet;

Thence S. 89°38'11" E., parallel with the south line of said Lot 42, a distance of 20.00 feet;

Thence S. 0°21'49" W., parallel with said west line, 6.72 feet;

Thence N. 89°38'11" W., 20.00 feet to the **POINT OF BEGINNING** of Water Easement "B".

Said easement contains 134 square feet, more or less.

AND



# Exhibit A

**COMMENCING** at a 1/2" rebar marking the southwest corner of said Lot 42;

Thence N. 0°21'49" E., coincident with the west line of said Lot 42, a distance of 12.50 feet;

Thence leaving said west line, S. 89°38'11" E., 117.16 feet to the **POINT OF BEGINNING** of Water Easement "C";

Thence N. 0°21'49" E., parallel with said west line, 10.00 feet;

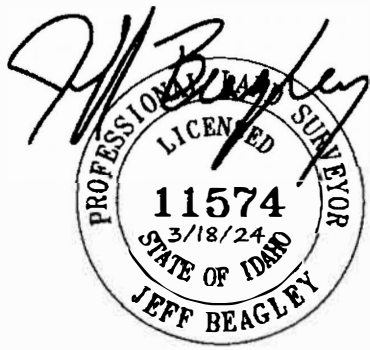
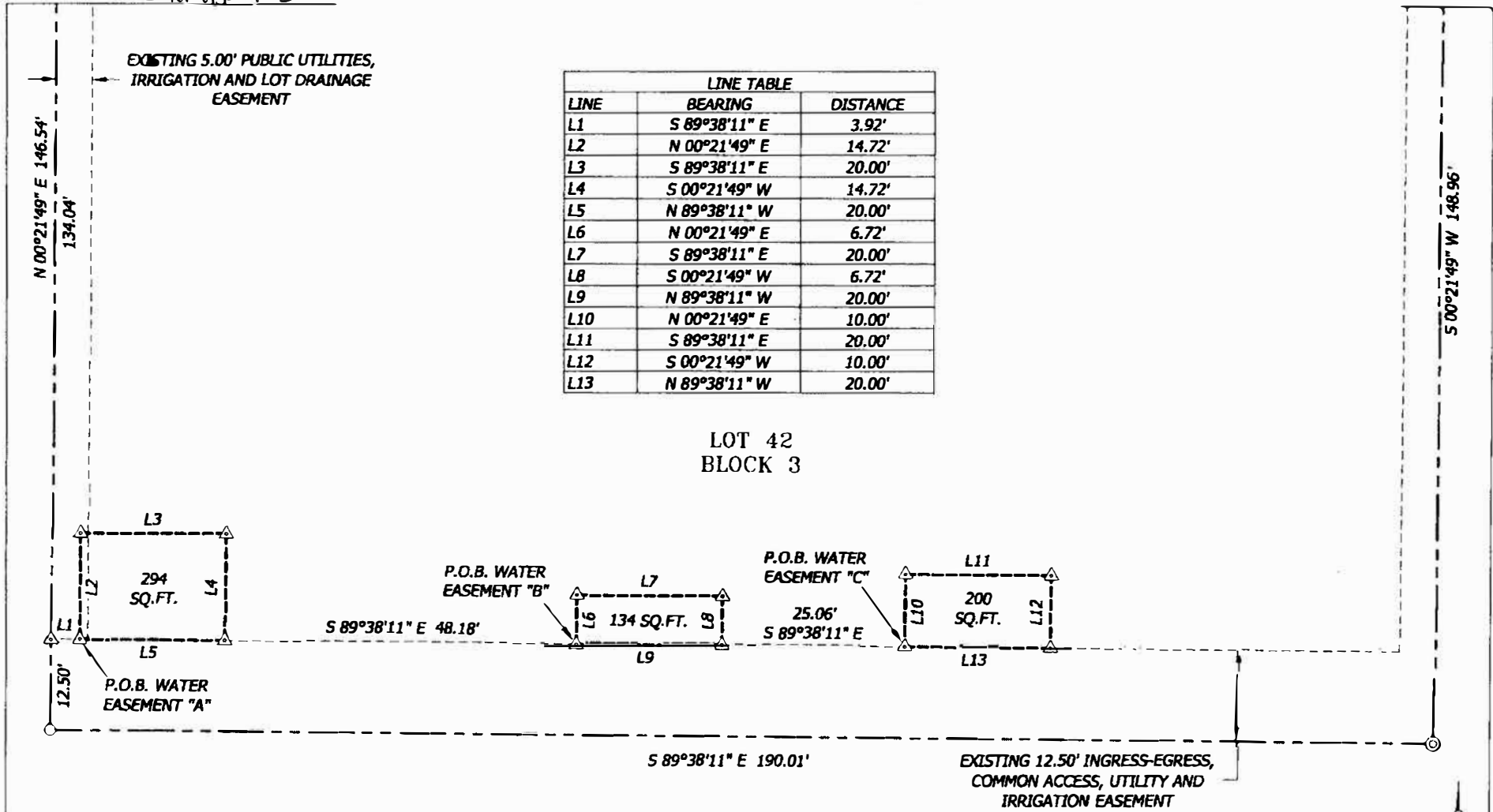
Thence S. 89°38'11" E., parallel with the south line of said Lot 42, a distance of 20.00 feet;

Thence S. 0°21'49" W., parallel with said west line, 10.00 feet;

Thence N. 89°38'11" W., 20.00 feet to the **POINT OF BEGINNING** of Water Easement "C".

Said easement contains 200 square feet, more or less.

# Exhibit B



PROJECT:  
J.A. WELKER OFFICE BUILDING  
CITY OF MERIDIAN WATER  
EASEMENT EXHIBIT, LOT 42, BLOCK 3  
VERONA SUBDIVISION NO. 3  
SW1/4 OF SECTION 26,  
T. 4 N., R. 1 W., B.M.  
CITY OF MERIDIAN, ADA COUNTY, IDAHO

OWNER/DEVELOPER:  
J.A. WELKER & ASSOCIATES, PLLC  
1534 WEST WINDSWEEP DRIVE  
MERIDIAN, ID 83646  
DATE: 3/2024

2030 S. WASHINGTON AVE.  
EMMETT, ID 83617  
P: (208) 398-8104  
F: (208) 398-8105  
**SAWTOOTH**  
Land Surveying, LLC  
WWW.SAWTOOTHLS.COM

DWG #  
124021-EX  
PROJECT #  
124021  
SHEET  
1 OF 1

N.T.S.



## AGENDA ITEM

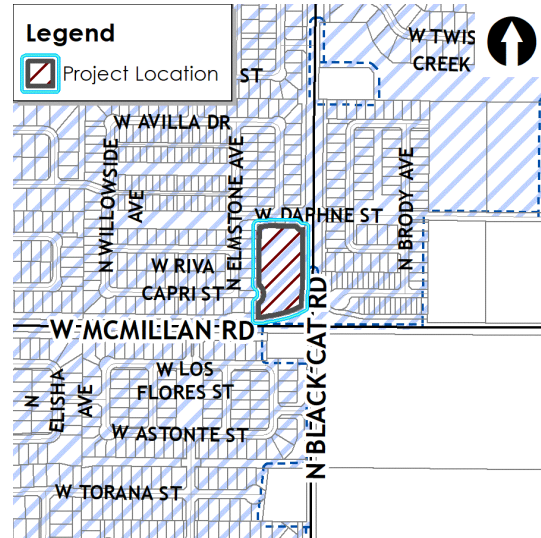
**ITEM TOPIC:** Final Plat for Jump Creek No. 7 (FP-2023-0030) by Kent Brown Planning, located at the northwest corner of W. McMillan Rd. and N. Black Cat Rd. on Parcel S0428449816

**STAFF REPORT**  
**COMMUNITY DEVELOPMENT DEPARTMENT**



HEARING DATE: 4/16/2024  
TO: Mayor & City Council  
FROM: Stacy Hersh, Associate Planner  
208-884-5533  
SUBJECT: [FP-2023-0030](#)  
Jump Creek No. 7

LOCATION: The site is located at the northwest corner of W. McMillian Rd. and N. Black Cat Rd. on Parcel S0428449816 in the SE ¼ of the SE ¼ of section 28, Township 4N, Range 1W.



**I. PROJECT DESCRIPTION**

Final plat consisting of (1) multi-family residential building lot on 3.25 acres of land in the R-15 zoning district, by Kent Brown Planning.

**II. APPLICANT INFORMATION**

A. Applicant / Representative

Kent Brown – 3161 E. Springwood Dr, Meridian, ID 83642

B. Owner:

Corey Barton, Open Door Rentals, LLC – 1977 E. Overland Rd., Meridian, ID 83642

**III. STAFF ANALYSIS**

The annexation, preliminary plat and development agreement for this development was approved by City Council in November of 2014 (AZ-14-011, PP-14-013, DA instr. 2014-105206). The approved project allowed 318 single-family lots and two multifamily lots on 85.9 acres. Six final plats totaling 308 total lots, including seven (7) multi-family lots have been approved by the Council to date. Phase 7 marks the final phase, which involves platting one (1) additional multi-family buildable lot.

On August 3, 2023, the Planning Commission approved a conditional use permit for 11 buildings and 44 multi-family units (Jump Creek South Apartments CUP, H-2023-0016).

Staff has reviewed the proposed final plat for substantial compliance with the approved preliminary plat and development agreement in accord with the requirements listed in UDC 11-6B-3C.2. Staff

deems the proposed final plat to be in substantial compliance with the approved preliminary plat as required.

#### **IV. DECISION**

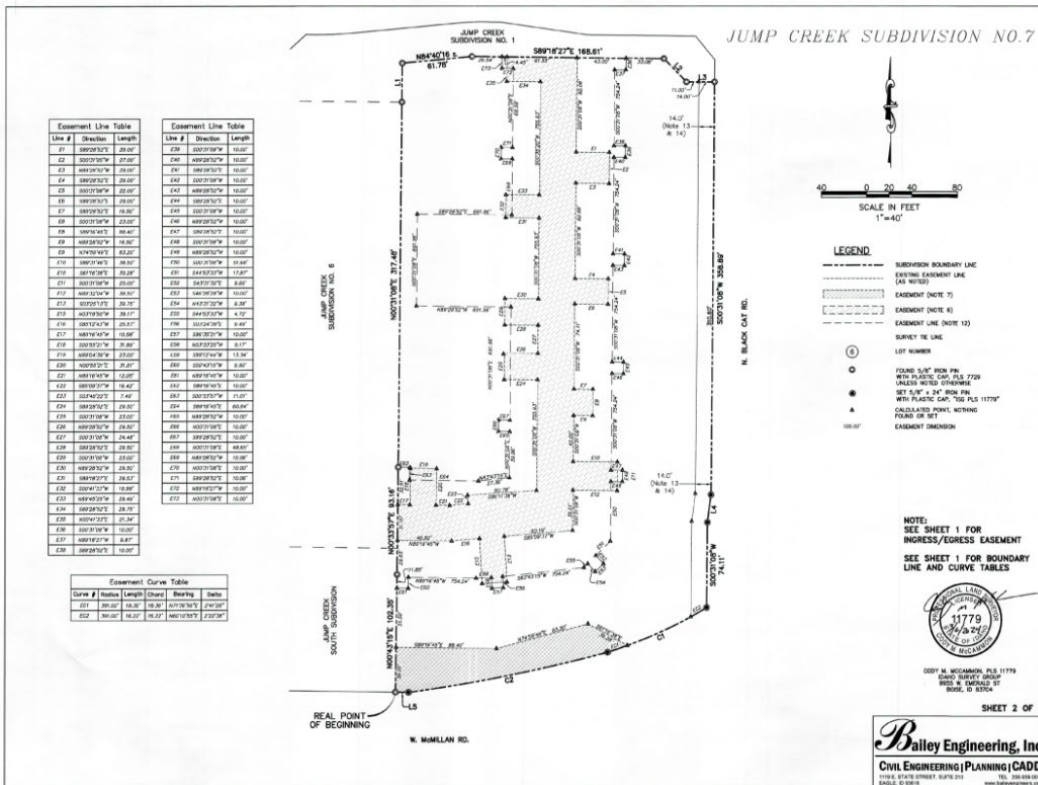
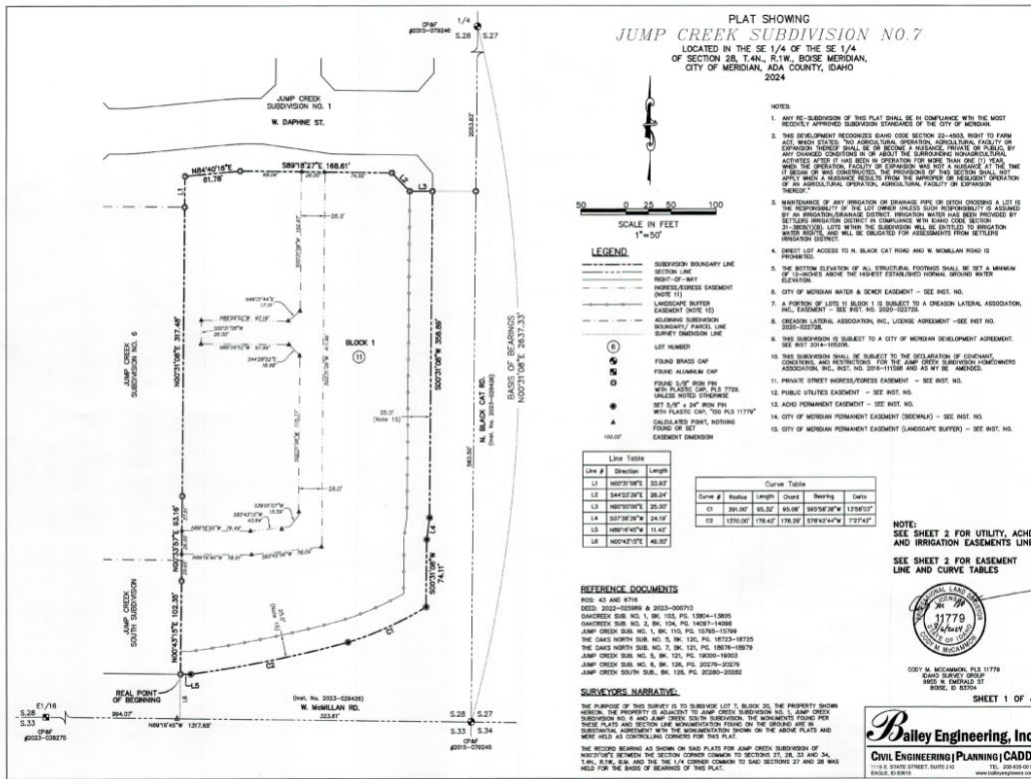
Staff recommends approval of the proposed final plat within the conditions noted in Section VI of this report.

V. EXHIBITS

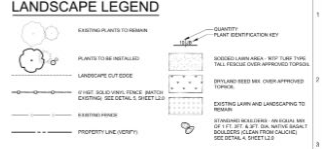
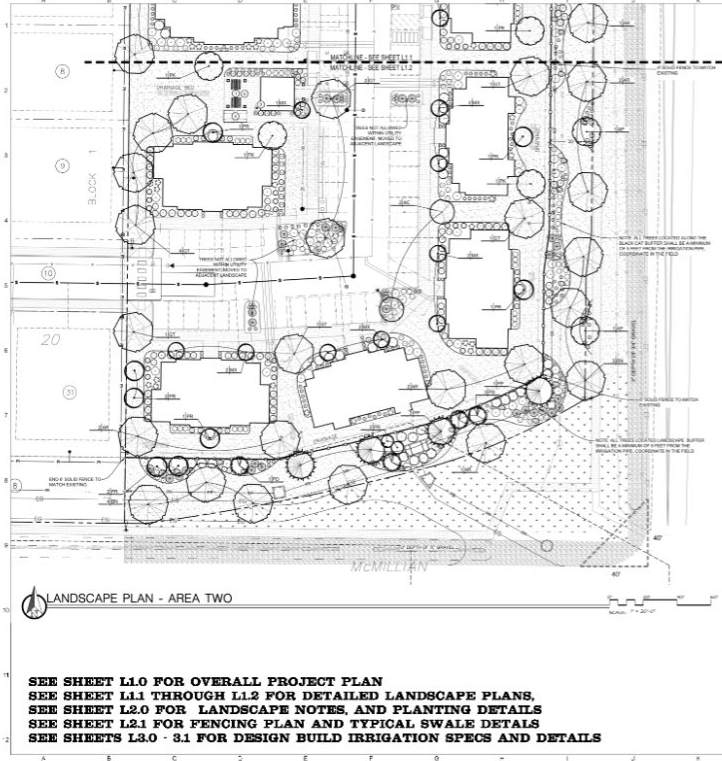
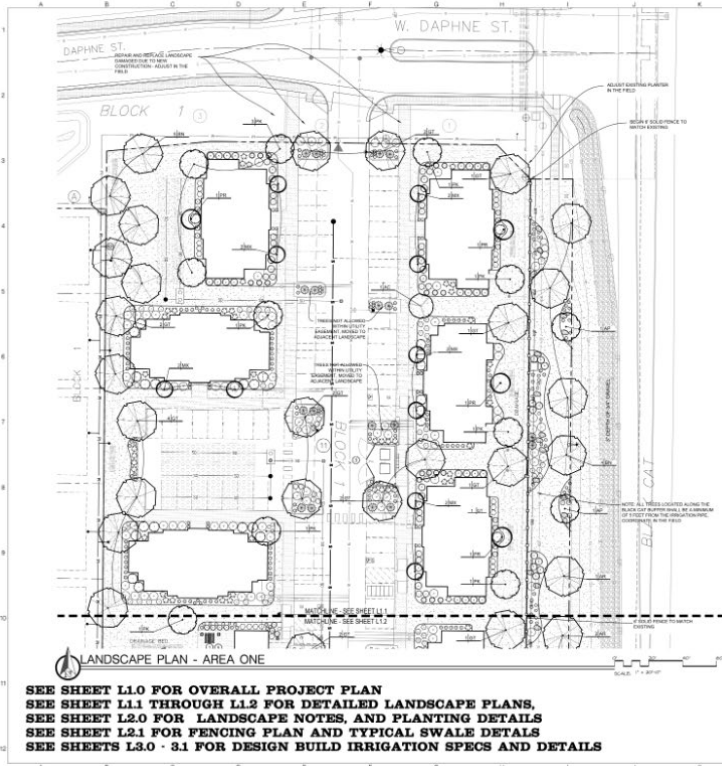
A. Approved Preliminary Plat (date: 5/30/2014)



B. Proposed Final Plat (date: 3/6/2024)



C. Approved Landscape Plan (date: 3/20/23)





**LANDSCAPE NOTES**

1. ALL PLANT MATERIAL SHALL CONFORM TO THE AMERICAN NURSERY TRADE ASSOCIATION (ANTA) STANDARD SPECIFICATIONS FOR THE IDENTIFICATION OF PLANT MATERIAL. ALL PLANT MATERIAL SHALL BE GRADED BY THE CONTRACTOR AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE IDENTIFICATION OF PLANT MATERIAL. ALL PLANT MATERIAL SHALL BE GRADED BY THE CONTRACTOR AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE IDENTIFICATION OF PLANT MATERIAL.

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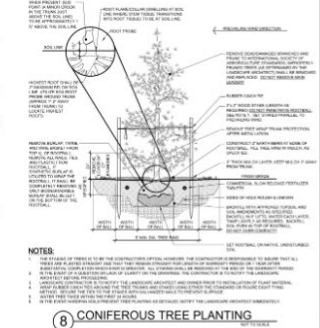
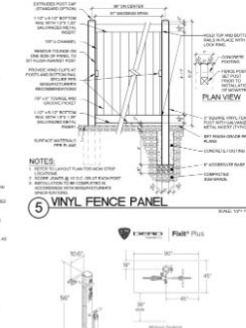
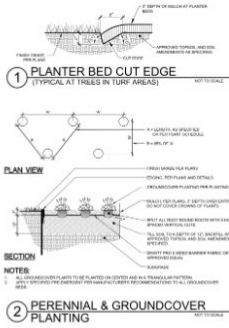
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**IRRIGATION NOTES:**

1. ALL IRRIGATION SYSTEMS SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE IRRIGATION CONTRACTORS ASSOCIATION (ICA) STANDARD SPECIFICATIONS FOR IRRIGATION SYSTEMS.

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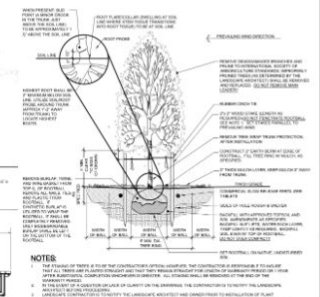
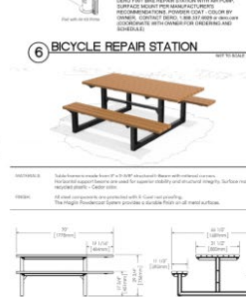
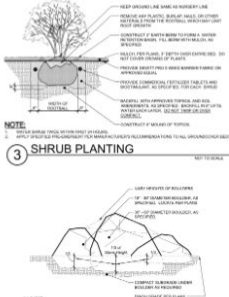
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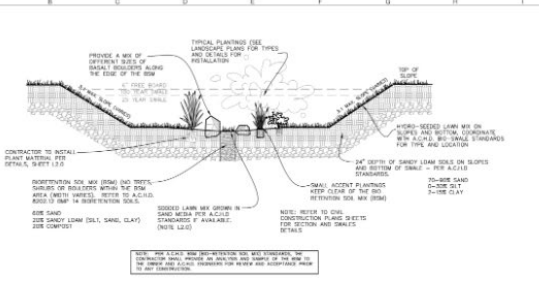
**DISCLAIMER**

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE IDENTIFICATION OF PLANT MATERIAL. ALL PLANT MATERIAL SHALL BE GRADED BY THE CONTRACTOR AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE IDENTIFICATION OF PLANT MATERIAL.

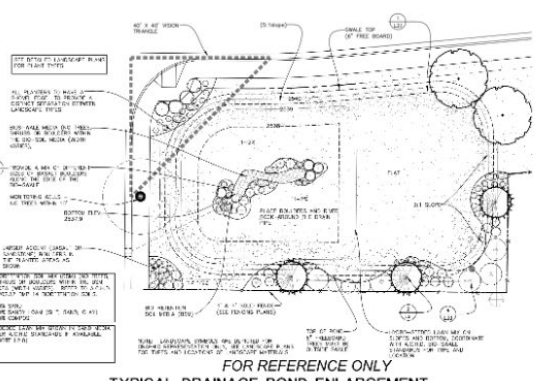


**LANDSCAPE PLAN**  
Jump Creek South Apartments  
Meridian, Idaho

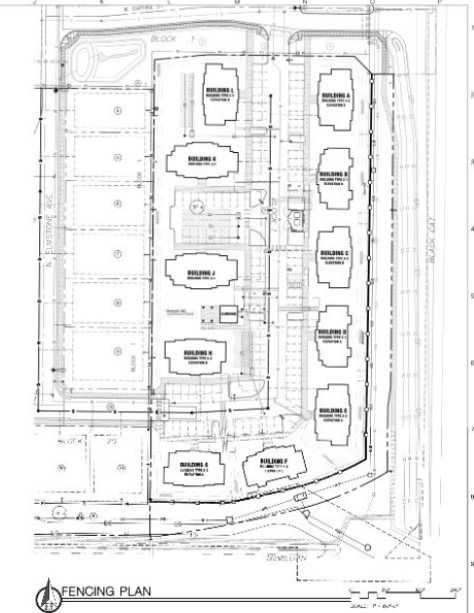
DATE: 08/20/2024  
PROJECT NUMBER: 240005  
SHEET: L2.0



**TYPICAL PLANTING DETAIL IN DRAINAGE POND**  
TYPICAL DRAINAGE PONDS ARE FOR REFERENCE ONLY. REFER TO CIVIL PLANS FOR ADDITIONAL INFORMATION AND REQUIREMENTS



**TYPICAL DRAINAGE POND ENLARGEMENT**



**FENCING PLAN**  
BIO-RETENTION ALTERNATE SEED MIX

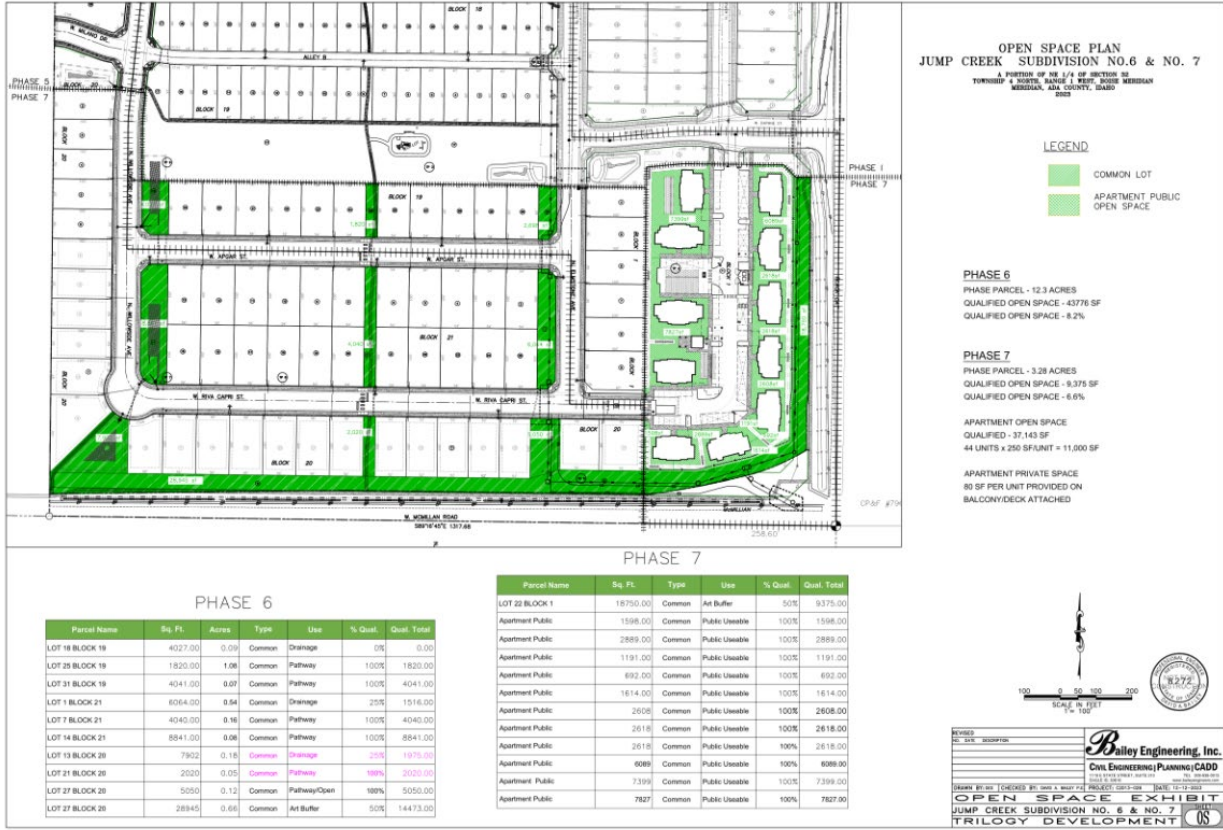
**BIO-RETENTION ALTERNATE SEED MIX**

SEEDS	PERCENTAGE
Bluegrass (Poa trivialis)	10%
Timothy (Phleum pratense)	10%
Redtop (Festuca rubra)	10%
Orchardgrass (Dactylis glomerata)	10%
Perennial ryegrass (Lolium perenne)	10%
Smooth bromegrass (Cenchrus ciliaris)	10%
Creole lovegrass (Eriochloa ciliaris)	10%
Parrot grass (Chloris parsonsii)	10%
St. Augustine grass (Stenotaphrum secundatum)	10%
Centipede grass (Centropogon dactyloides)	10%
Floratone grass (Festuca floridana)	10%
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Centipede grass (Centropogon dactyloides)	10%
Floratone grass (Festuca floridana)	10%

**LANDSCAPE PLAN**  
Jump Creek South Apartments  
Meridian, Idaho

DATE: 08/20/2024  
PROJECT NUMBER: 240005  
SHEET: L2.1

D. Open Space Exhibit (date: 12/12/2023)



**OPEN SPACE PLAN**  
**JUMP CREEK SUBDIVISION NO. 6 & NO. 7**  
 A PORTION OF THE S 1/4 OF SECTION 16  
 TOWNHIP 4 NORTH, RANGE 1 WEST, 100TH MERIDIAN  
 WISCONSIN, 2ND COUNTY, 2000  
 2000

**LEGEND**

- COMMON LOT
- APARTMENT PUBLIC OPEN SPACE

**PHASE 6**

PHASE PARCEL - 12.3 ACRES  
 QUALIFIED OPEN SPACE - 43776 SF  
 QUALIFIED OPEN SPACE - 8.2%

**PHASE 7**

PHASE PARCEL - 3.28 ACRES  
 QUALIFIED OPEN SPACE - 9375 SF  
 QUALIFIED OPEN SPACE - 8.6%

APARTMENT OPEN SPACE  
 QUALIFIED - 37,143 SF  
 44 UNITS x 250 SF/UNIT = 11,000 SF

APARTMENT PRIVATE SPACE  
 80 SF PER UNIT PROVIDED ON  
 BALCONY/DECK ATTACHED

**PHASE 7**

Parcel Name	Sq. Ft.	Type	Use	% Qual.	Qual. Total
LOT 22 BLOCK 1	18750.00	Common	Art Buffer	50%	9375.00
Apartment Public	1596.00	Common	Public Usable	100%	1596.00
Apartment Public	2889.00	Common	Public Usable	100%	2889.00
Apartment Public	1191.00	Common	Public Usable	100%	1191.00
Apartment Public	692.00	Common	Public Usable	100%	692.00
Apartment Public	1614.00	Common	Public Usable	100%	1614.00
Apartment Public	2506.00	Common	Public Usable	100%	2506.00
Apartment Public	2616.00	Common	Public Usable	100%	2616.00
Apartment Public	2616.00	Common	Public Usable	100%	2616.00
Apartment Public	6089.00	Common	Public Usable	100%	6089.00
Apartment Public	7399.00	Common	Public Usable	100%	7399.00
Apartment Public	7827.00	Common	Public Usable	100%	7827.00

**PHASE 6**

Parcel Name	Sq. Ft.	Acres	Type	Use	% Qual.	Qual. Total
LOT 19 BLOCK 19	4027.00	0.09	Common	Drainage	0%	0.00
LOT 25 BLOCK 19	1820.00	1.06	Common	Pathway	100%	1820.00
LOT 31 BLOCK 19	4041.00	0.07	Common	Pathway	100%	4041.00
LOT 1 BLOCK 21	6064.00	0.54	Common	Drainage	25%	1516.00
LOT 7 BLOCK 21	4040.00	0.16	Common	Pathway	100%	4040.00
LOT 14 BLOCK 21	8841.00	0.08	Common	Pathway	100%	8841.00
LOT 13 BLOCK 28	7902.00	0.18	Common	Drainage	25%	1975.00
LOT 21 BLOCK 28	2020.00	0.05	Common	Pathway	100%	2020.00
LOT 27 BLOCK 28	5050.00	0.13	Common	Pathway/Open	100%	5050.00
LOT 27 BLOCK 28	28945.00	0.66	Common	Art Buffer	50%	14473.00



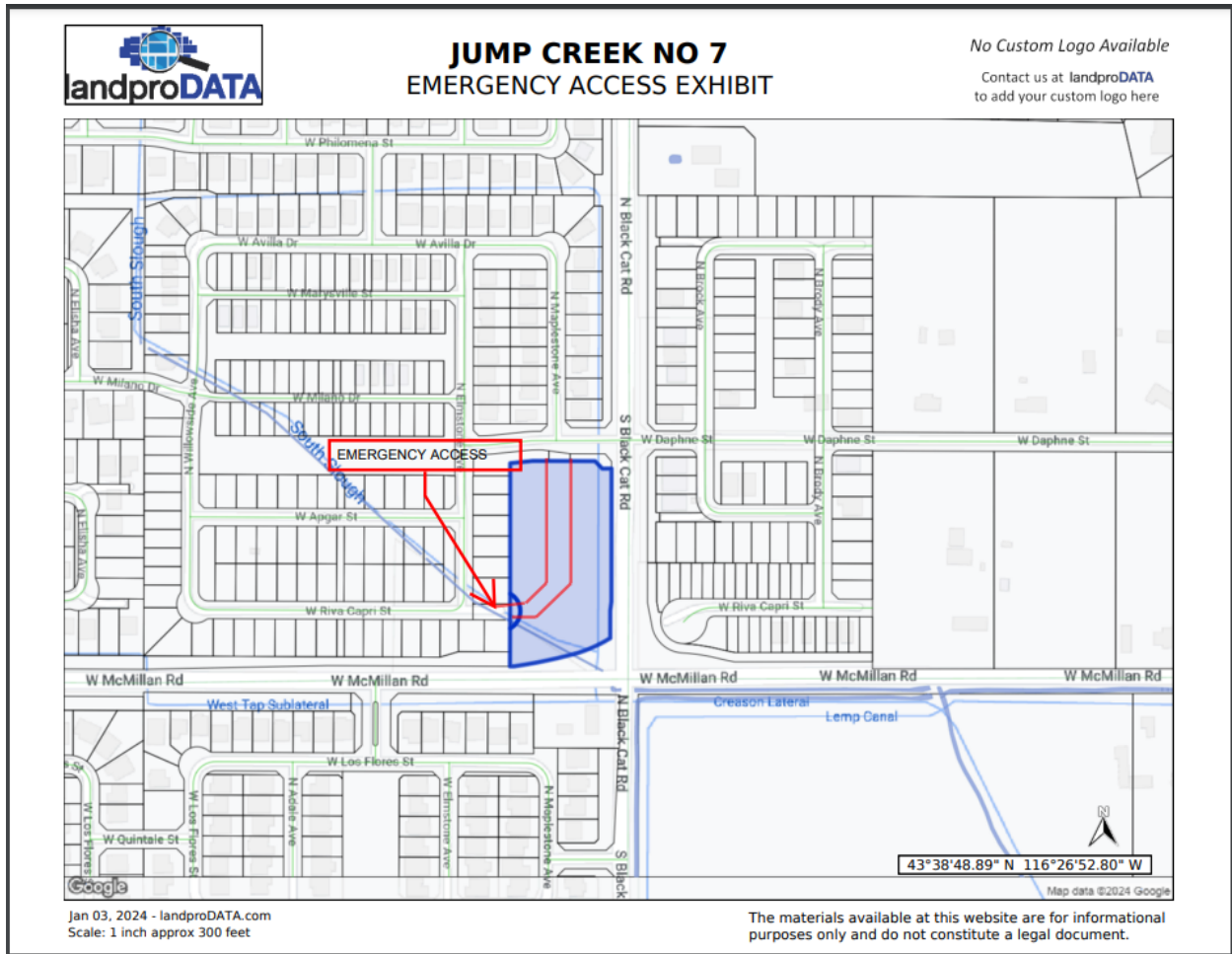
REVISIONS  
 NO. DATE DESCRIPTION

**Bailey Engineering, Inc.**  
 CIVIL ENGINEERING/PLANNING/CADD  
 1115 E. WISCONSIN ST., SUITE 200  
 MILWAUKEE, WI 53212  
 PHONE: 414-224-1000 FAX: 414-224-1001

DATE: 12-12-2023

**OPEN SPACE EXHIBIT**  
 JUMP CREEK SUBDIVISION NO. 6 & NO. 7  
 TRILOGY DEVELOPMENT

E. Emergency Access Exhibit (date: 1/3/2024)



## VI. CITY/AGENCY COMMENTS & CONDITIONS

### A. PLANNING DIVISION

1. The applicant is to meet all terms of the approved annexation (AZ-14-011), preliminary plat (PP-14-013), development agreement (Instrument #2014-105206), Jump Creek No. 1 (FP—14-046), Jump Creek No. 2 (FP H-2016-0134), Jump Creek No. 3 & 4 (FP H-2018-0113) Jump Creek No. 5 (FP H-2020-0003), Jump Creek No. 6 (FP-2022-0004), and conditional use permit (H-2023-0016) for this development.
2. The applicant has two years from the date of signature on the previous final plat phase (**Jump Creek No. 6 – 7/05/2025**) to obtain City Engineer’s signature on this final plat or apply for a time extension in accord with UDC 11-6B-7.
3. Prior to submittal for the City Engineer’s signature, have the Certificate of Owners and the accompanying acknowledgement signed and notarized.
4. Revise the notes on the face of the plat prepared by Bailey Engineering, Inc., dated 3/6/2024, prior to signature on the final plat by the City Engineer, as follows:
  - a. Note #6: Include recorded instrument number.
  - b. Note #11: Replace the words “private street” with drive aisle and include recorded instrument number.
  - c. Note #12: Include recorded instrument number
  - d. Note #13: Include recorded instrument number.
  - e. Note #14: Include recorded instrument number.
  - f. Note #15 Replace the words “City Of Meridian Permanent Easement” and replace with “Permanent Landscape Buffer, remove the reference to an instrument number.
  - g. Depict Lot 2, Block 1 located on the north boundary of this site, as platted with the first phase of the Jump Creek Development. Additionally, provide documentation confirming the right to use this lot for access.
5. The landscape plan prepared by South Beck & Baird, dated 3/20/2023, included in section V.C, shall be revised as follows:
  - a. Depict the width of the 10-foot wide multi-use pathway within the landscape buffer along N. Black Cat Road, from W. Daphne Street to the intersection at McMillian Road per the Master Pathways Plan on the plans. *If the pathway will be located entirely within the right-of-way, a public pedestrian easement is not needed.*
  - b. A 5’ wide landscape strip is required on both sides of the pathway planted with a *mix* of trees, shrubs, lawn and/or other vegetative ground cover in accordance with UDC 11-3B-12C. Additionally, obtain approval from NMID to permit the trees and landscaping within their easement along the lateral.
6. All fencing shall be installed in accordance with UDC 11-3A-7.
7. Stormwater integration facilities shall comply with the standards listed in UDC 11-3B-11C.
8. A public use easement for the pedestrian pathway shall be submitted to the Planning Division prior to submittal for City Engineer’s signature on the final plat(s).

9. Prior to signature of the final plat by the City Engineer, the applicant shall provide a letter from the United States Postal Service stating that the applicant has received approval for the location of mailboxes. Contact the Meridian Postmaster for more information.
10. Provide a pressurized irrigation system consistent with the standards as set forth in UDC 11-3A-15, UDC 11-3B-6 and MCC 9-1-28.
11. The Applicant shall comply with all ACHD conditions of approval.
12. Prior to the issuance of a building permit, the final plat shall be recorded.
13. Temporary construction fencing to contain debris shall be installed at the subdivision boundary prior to release of building permits for this subdivision.
14. Future multi-family units constructed within the subdivision must substantially comply with the submitted elevations approved with the conditional use permit.
15. Staff's failure to cite specific ordinance provisions or conditions from the preliminary plat does not relieve the applicant of responsibility for compliance.

**B. PUBLIC WORKS**

*No Comments received*

**C. MERIDIAN FIRE DEPARTMENT (MFD)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=340404&dbid=0&repo=MeridianCity&cr=1>

**D. MERIDIAN PARKS DEPARTMENT**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=340414&dbid=0&repo=MeridianCity>

**E. IDAHO TRANSPORTATION DISTRICT (ITD)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=340567&dbid=0&repo=MeridianCity>

**F. SETTLER'S IRRIGATION**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=340567&dbid=0&repo=MeridianCity>

**G. IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=341477&dbid=0&repo=MeridianCity>



## AGENDA ITEM

**ITEM TOPIC:** Findings of Fact, Conclusions of Law for Watts Meridian Medical Partners (SHP-2024-0001) by Focus Engineering and Surveying, located at 1256 S. Rackham Way

**CITY OF MERIDIAN  
FINDINGS OF FACT, CONCLUSIONS OF LAW  
AND DECISION & ORDER**



**In the Matter of the Request for Short Plat Consisting of Two (2) Building Lots on 2.53-Acres of Land in the C-G Zoning District for Watts Meridian Medical Partners Subdivision, by Focus Engineering & Surveying.**

**Case No(s). SHP-2024-0001**

**For the City Council Hearing Date of: April 2, 2024 (Findings on April 16, 2024)**

**A. Findings of Fact**

1. Hearing Facts (see attached Staff Report for the hearing date of April 2, 2024, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of April 2, 2024, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of April 2, 2024, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of April 2, 2024, incorporated by reference)

**B. Conclusions of Law**

1. The City of Meridian shall exercise the powers conferred upon it by the “Local Land Use Planning Act of 1975,” codified at Chapter 65, Title 67, Idaho Code (I.C. §67-6503).
2. The Meridian City Council takes judicial notice of its Unified Development Code codified as Title 11 Meridian City Code, and all current zoning maps thereof. The City of Meridian has, by ordinance, established the Impact Area and the Comprehensive Plan of the City of Meridian, which was adopted December 17, 2019, Resolution No. 19-2179 and Maps.
3. The conditions shall be reviewable by the City Council pursuant to Meridian City Code § 11-5A.
4. Due consideration has been given to the comment(s) received from the governmental subdivisions providing services in the City of Meridian planning jurisdiction.
5. It is found public facilities and services required by the proposed development will not impose expense upon the public if the attached conditions of approval are imposed.
6. That the City has granted an order of approval in accordance with this Decision, which shall be signed by the Mayor and City Clerk and then a copy served by the Clerk upon the applicant, the Community Development Department, the Public Works Department and any affected party requesting notice.

7. That this approval is subject to the Conditions of Approval all in the attached Staff Report for the hearing date of April 2, 2024, incorporated by reference. The conditions are concluded to be reasonable and the applicant shall meet such requirements as a condition of approval of the application.

#### C. Decision and Order

Pursuant to the City Council's authority as provided in Meridian City Code § 11-5A and based upon the above and foregoing Findings of Fact which are herein adopted, it is hereby ordered that:

1. The applicant's request for a short plat is hereby approved per the conditions of approval in the Staff Report for the hearing date of April 2, 2024, attached as Exhibit A.

#### D. Notice of Applicable Time Limits

##### Notice of Short Plat Duration

Please take notice that approval of a preliminary plat, combined preliminary and final plat, or short plat shall become null and void if the applicant fails to obtain the city engineer's signature on the final plat within two (2) years of the approval of the preliminary plat or the combined preliminary and final plat or short plat (UDC 11-6B-7A).

In the event that the development of the preliminary plat is made in successive phases in an orderly and reasonable manner, and conforms substantially to the approved preliminary plat, such segments, if submitted within successive intervals of two (2) years, may be considered for final approval without resubmission for preliminary plat approval (UDC 11-6B-7B).

Upon written request and filed by the applicant prior to the termination of the period in accord with 11-6B-7.A, the Director may authorize a single extension of time to obtain the City Engineer's signature on the final plat not to exceed two (2) years. Additional time extensions up to two (2) years as determined and approved by the City Council may be granted. With all extensions, the Director or City Council may require the preliminary plat, combined preliminary and final plat or short plat to comply with the current provisions of Meridian City Code Title 11. If the above timetable is not met and the applicant does not receive a time extension, the property shall be required to go through the platting procedure again (UDC 11-6B-7C).

#### E. Judicial Review

Pursuant to Idaho Code § 67-6521(1)(d), if this final decision concerns a matter enumerated in Idaho Code § 67-6521(1)(a), an affected person aggrieved by this final decision may, within twenty-eight (28) days after all remedies have been exhausted, including requesting reconsideration of this final decision as provided by Meridian City Code § 1-7-10, seek judicial review of this final decision as provided by chapter 52, title 67, Idaho Code. This notice is provided as a courtesy; the City of Meridian does not admit by this notice that this decision is subject to judicial review under LLUPA.

#### F. Notice of Right to Regulatory Takings Analysis

Pursuant to Idaho Code §§ 67-6521(1)(d) and 67-8003, an owner of private property that is the subject of a final decision may submit a written request with the Meridian City Clerk for a regulatory takings analysis.



G. Attached: Staff Report for the hearing date of April 2, 2024

By action of the City Council at its regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

COUNCIL PRESIDENT JOE BORTON VOTED \_\_\_\_\_

COUNCIL VICE PRESIDENT LIZ STRADER VOTED \_\_\_\_\_

COUNCIL MEMBER DOUG TAYLOR VOTED \_\_\_\_\_

COUNCIL MEMBER LUKE CAVENER VOTED \_\_\_\_\_

COUNCIL MEMBER JOHN OVERTON VOTED \_\_\_\_\_

COUNCIL MEMBER ANNE LITTLE ROBERTS VOTED \_\_\_\_\_

MAYOR ROBERT SIMISON VOTED \_\_\_\_\_  
(TIE BREAKER)

\_\_\_\_\_  
Mayor Robert E. Simison

Attest:

\_\_\_\_\_  
Chris Johnson  
City Clerk

Copy served upon Applicant, Community Development Department, Public Works Department and City Attorney.

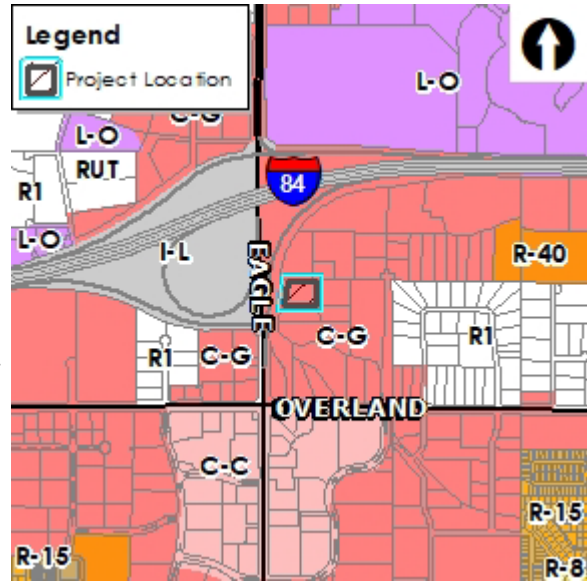
By: \_\_\_\_\_ Dated: \_\_\_\_\_  
City Clerk's Office

# EXHIBIT A

**STAFF REPORT**  
**COMMUNITY DEVELOPMENT DEPARTMENT**



HEARING DATE: 4/2/2024  
 TO: Mayor & City Council  
 FROM: Sonya Allen, Associate Planner  
 208-884-5533  
 SUBJECT: SHP-2024-0001  
 Watts Meridian Medical Partners  
 LOCATION: 1256 S. Rackham Way, in the SW 1/4 of  
 Section 16, T.3N., R.1E. (Parcel  
 #R6819240215)



**I. PROJECT DESCRIPTION**

A short plat is proposed consisting of two (2) building lots on 2.53-acres of land in the C-G zoning district for Watts Meridian Medical Partners Subdivision.

**II. SUMMARY OF REPORT**

Description	Details
Acreage	2.53-acres
Future Land Use Designation	Mixed Use – Regional (MU-R)
Existing Land Use	Vacant/undeveloped
Proposed Land Use(s)	Healthcare or social service (i.e. medical offices) and/or professional service
Current Zoning	C-G (General Retail & Service Commercial)
Proposed Zoning	NA
Physical Features (waterways, hazards, flood plain, hillside)	None
Neighborhood meeting date	NA
History (previous approvals)	Annexation Ordinance #719; H-2015-0024 (Eagle Commons at Overland – DA Inst. #2016-106278); H-2017-0061 (Oxygen Sub. #1 SHP); H-2017-0062 (Oxygen Sub. #2 SHP); H-2017-0063 (Oxygen Sub. #3 SHP); PBA-2021-0008 (ROS #13005); H-2023-0075 (MDA – DA not yet recorded)

### III. APPLICANT INFORMATION

A. Applicant:

Jacob Holmes, Focus Engineering & Surveying – 1001 N. Rosario St., Ste. 100, Meridian, ID 83642

B. Owner:

Rigby Watts & Co. – 2221 South 2000 East, Salt Lake City, UT 84106

C. Representative:

Same as Applicant

### IV. NOTICING

	<b>City Council Posting Date</b>
Legal notice published in newspaper	3/17/2024
Radius notice mailed to property owners within 500 feet	3/15/2024
Posted to Next Door	3/19/2024

### V. STAFF ANALYSIS

A short plat is proposed consisting of two (2) building lots on 2.53-acres of land in the C-G zoning district.

Staff has reviewed the proposed short plat for compliance with the criteria set forth in UDC [11-6B-5](#) and deems the short plat to be in compliance with said requirements.

Access is proposed via S. Rackham Way, an existing local street at the west boundary of the site and via the drive aisle at the east boundary of the site. A 20-foot wide roadway easement (Inst. #2019-112574) is depicted along the northern boundary of the site for Flatiron Ln., an existing private street. Pedestrian and vehicular access easements are depicted on the plat along the north, east and south boundaries of the site. A 25-foot wide cross-access easement is depicted along the shared lot line between Lots 1 and 2 for shared access between the two lots; **Staff recommends this drive-aisle is constructed in its entirety with the first phase of development.** Further, Staff recommends the site design is reconfigured so that vehicles aren't backing out from parking spaces into the main drive-aisle.

ACHD is requiring pavement widening for S. Rackham Way and construction of curb, gutter and sidewalk – if a detached sidewalk is proposed, additional right-of-way (ROW) may be required to accommodate a permanent ROW easement. Curb and gutter exist along the northern boundary of the site along Flat Iron Ln.; a detached sidewalk is proposed. Curb, gutter and an attached sidewalk is proposed along the southern boundary of the site abutting the proposed drive aisle; and curb and gutter is proposed along the eastern boundary of the site adjacent to the existing drive aisle.

A 10-foot wide street buffer is required along S. Rackham Way, a local street; an easement for such, approved with Oxygen Subdivision No. 3, is depicted on the plat (Inst. #2018-106281). A 10-foot wide irrigation easement (Inst. #2018-106281), a 10-foot wide sewer easement (Inst. #2018-106281) and a 5-foot wide Idaho Transportation Dept. ditch easement (Inst. #8913057) also lie along Rackham

within the street buffer easement. Landscaping is required to be installed within the buffer in accord with the standards listed in UDC [11-3B-7C](#). **A minimum of one (1) tree per 35 linear feet is required to be installed within the street buffer along with shrubs, lawn and other vegetative groundcover; a minimum of seven (7) trees are required, only four (4) are proposed – three (3) additional trees should be included in the street buffer (see allowed landscaping in clear vision triangles in UDC [11-3A-3B](#)). If trees are not allowed within the existing easements, a minimum 5-foot wide area for planting trees and shrubs shall be provided outside of the easement area as set forth in UDC [11-3B-7C.1b](#).**

Internal parking lot landscaping is not required with this application and will be reviewed for compliance with the standards listed in UDC [11-3B-8C](#) with lot development.

Future development of the proposed lots should comply with the dimensional standards listed in UDC [Table 11-2B-3](#) for the C-G zoning district.

A 20-foot wide easement (Inst. #2019-112574) exists for Flatiron Ln., a private street, along the northern boundary of the site as depicted on the plat. A 50-foot wide permanent access easement (Inst. #2018-041517, Inst. #2021-116525) crosses the southwest corner of the site as depicted on the plat, recorded with Oxygen Subdivision No. 3. **This easement should be amended in accord with the proposed plat.**

Underground stormwater storage is proposed within the parking lots on each lot.

## VI. DECISION

### A. Staff:

Staff recommends approval of the proposed short plat with the conditions noted in Section VII of this report and in accord with the findings in Section VIII.

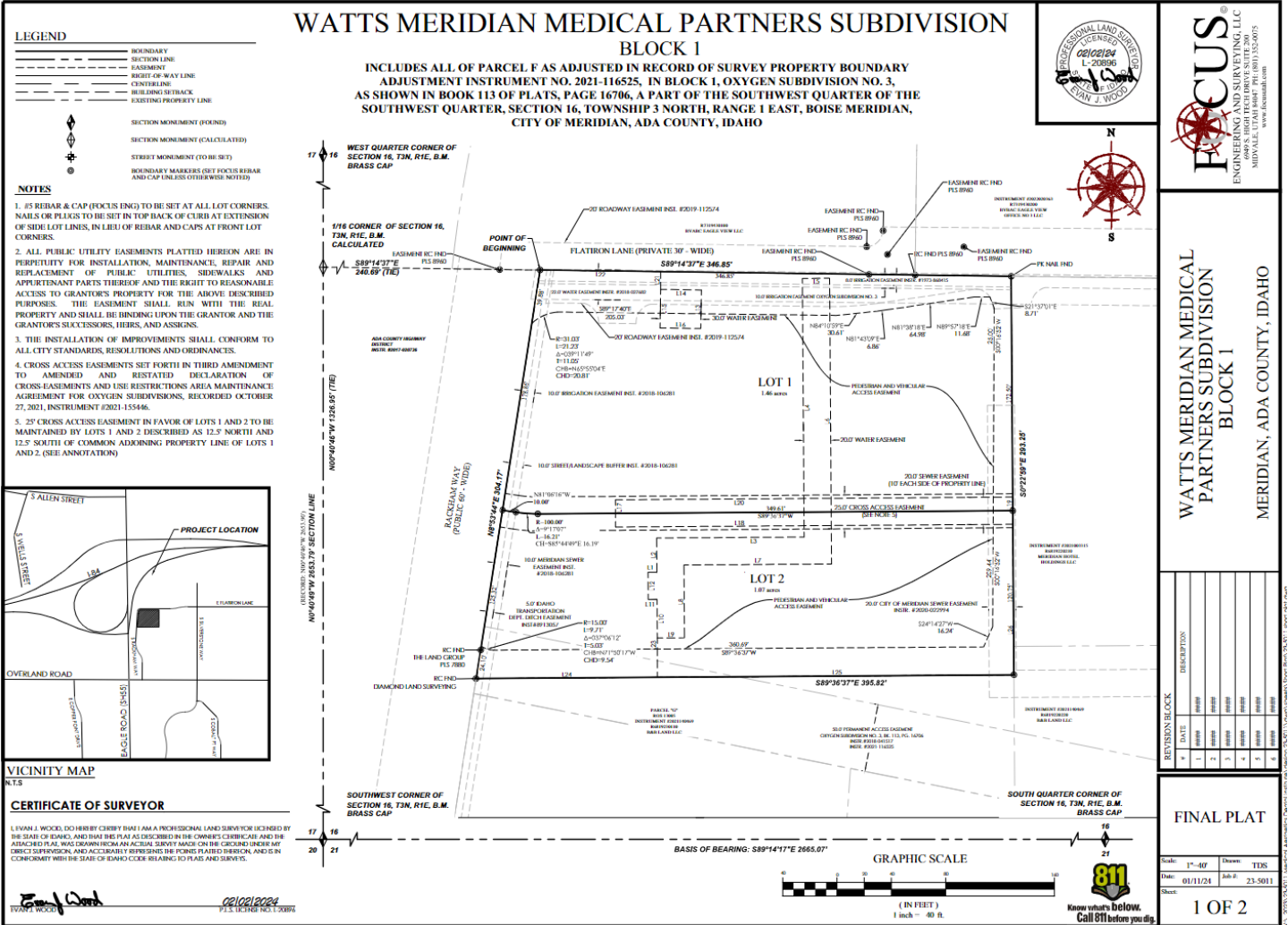
### B. City Council

The Meridian City Council heard these items on April 2, 2024. At the public hearing, the Council moved to approve the subject SHP request.

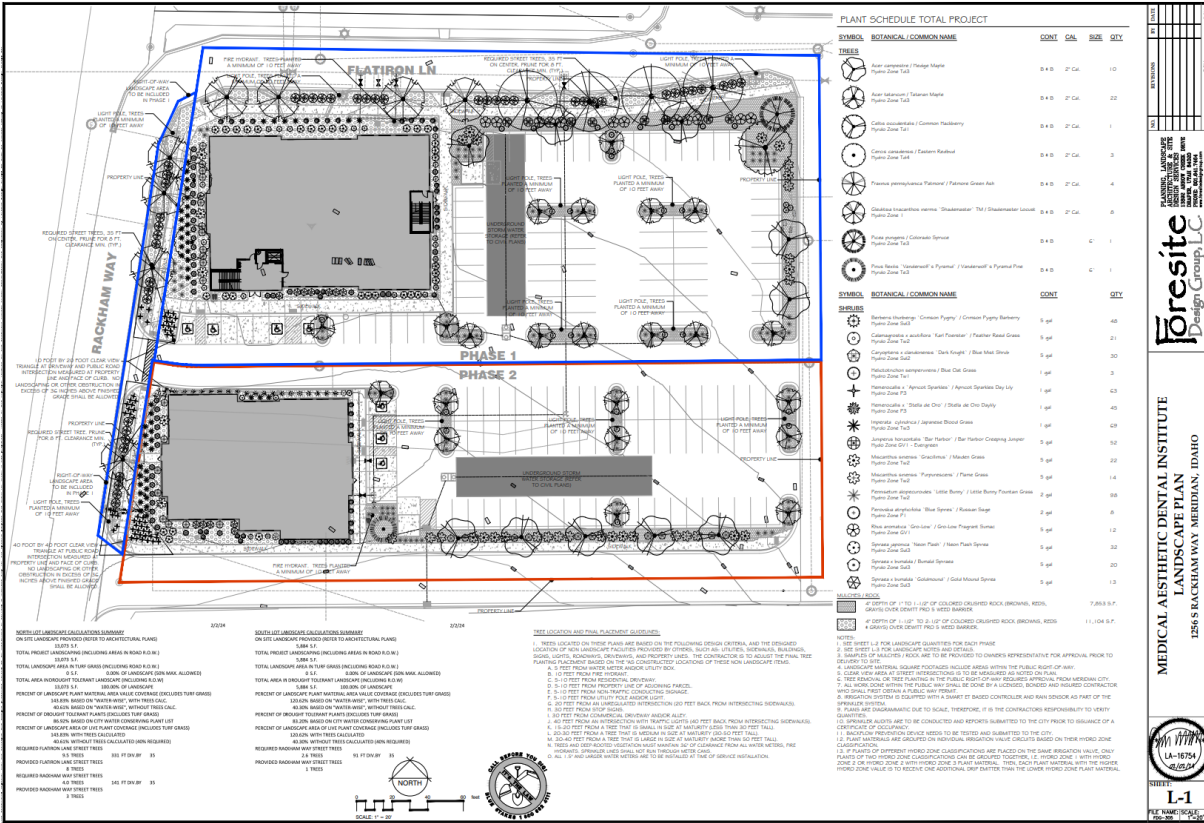
1. Summary of the City Council public hearing:
  - a. In favor: Adam Watts, Rigby, Watts & Co. (Applicant)
  - b. In opposition: None
  - c. Commenting: None
  - d. Written testimony: Adam Watts, Rigby, Watts & Co. (Applicant)
  - e. Staff presenting application: Sonya Allen
  - f. Other Staff commenting on application: None
2. Key issue(s) of public testimony:
  - a. None
3. Key issue(s) of discussion by City Council:
  - a. None
4. City Council change(s) to Staff recommendation:
  - a. Council deleted conditions #3c & #6 and the portions of conditions #3a & 4a pertaining to possible dedication of additional right-of-way, at the request of Staff.

# VII. EXHIBITS

## A. Short Plat (date: 1/11/24)



B. Landscape Plan (dated: 2/2/24)



**FORESITE DESIGN GROUP, LLC**

PLANNING, LANDSCAPE ARCHITECTURE, AND CIVIL ENGINEERING

1256-S BACKHAM WAY, MERIDIAN, IDAHO 83642

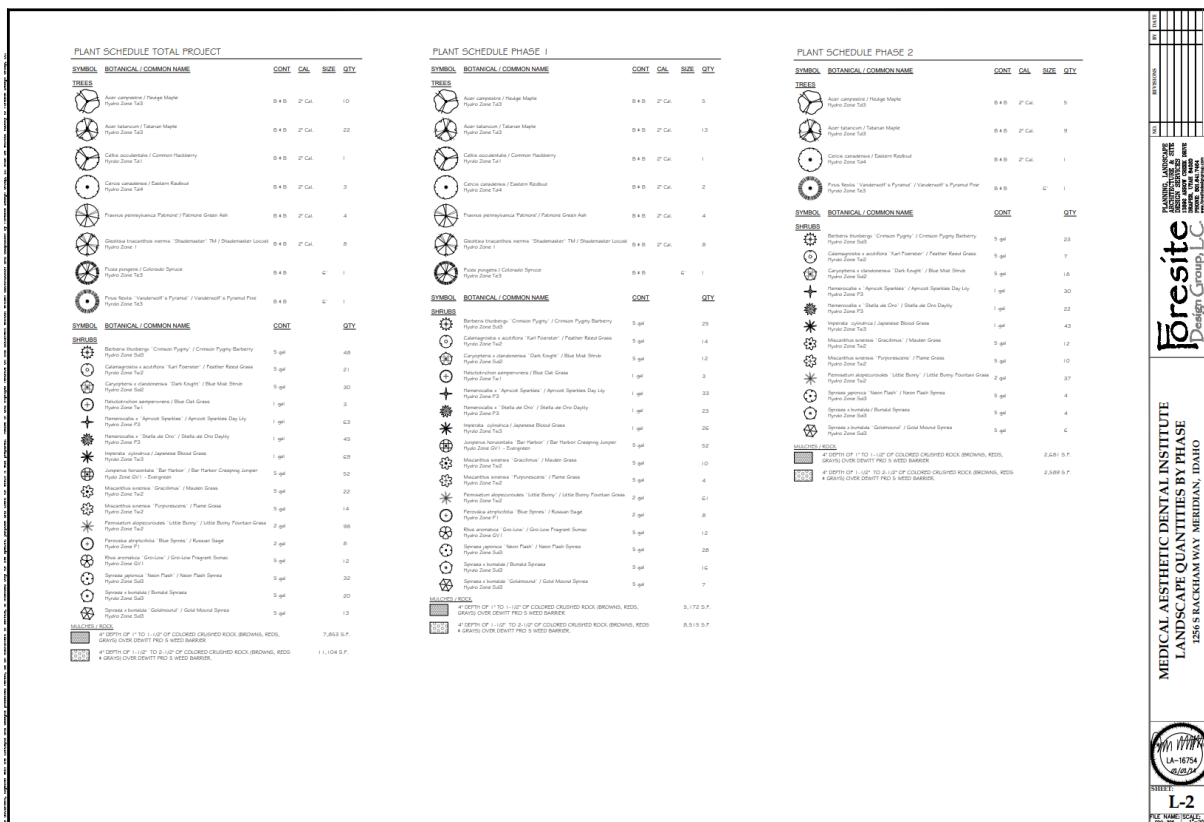
**Medical Aesthetic Dental Institute Landscape Plan**

1256-S BACKHAM WAY, MERIDIAN, IDAHO

**FILE NAME: 2406-000-001**

**SHEET: L-1**

DATE: 02/02/24



**FORESITE DESIGN GROUP, LLC**

PLANNING, LANDSCAPE ARCHITECTURE, AND CIVIL ENGINEERING

1256-S BACKHAM WAY, MERIDIAN, IDAHO 83642

**Medical Aesthetic Dental Institute Landscape Plan**

1256-S BACKHAM WAY, MERIDIAN, IDAHO

**FILE NAME: 2406-000-001**

**SHEET: L-2**

DATE: 02/02/24

## VIII. CITY/AGENCY COMMENTS & CONDITIONS

### A. PLANNING DIVISION

#### Site Specific Conditions:

1. Applicant shall comply with all previous conditions of approval associated with this development: H-2023-0075 (MDA).
2. If the City Engineer's signature has not been obtained within two (2) years of the City Council's approval of the short plat, the short plat shall become null and void unless a time extension is obtained, per UDC 11-6B-7.
3. The short plat prepared by Focus Engineering and Surveying, LLC on 2/2/2024 by Evan J. Wood, included in Section VI.A, shall be revised as follows:
  - a. Depict pavement widening for Rackham Way and curb, gutter and sidewalk as required by ACHD; ~~additional right of way may be required to be dedicated.~~
  - b. If the existing street buffer easement along Rackham Way is affected by the pavement widening required by ACHD, amend the easement and the plat accordingly. A minimum 10-foot wide street buffer should be provided measured from back of sidewalk if an attached sidewalk is provided, or back of curb if a detached sidewalk is provided, in accord with UDC [11-3B-7C](#).
  - c. ~~Amend the 50 foot wide permanent access easement (Inst. #2018-041517, Inst. #2021-116525) that crosses the southwest corner of the site recorded with Oxygen Subdivision No. 3 to exclude the area included in the proposed plat.~~
4. The landscape plan prepared by Foresite Design Group shall be revised as follows:
  - a. A minimum 10-foot wide street buffer is required along S. Rackham Way, measured from back of sidewalk if an attached sidewalk is provided, or back of curb if a detached sidewalk is provided, in accord with UDC [11-3B-7C](#). ~~If additional right of way is required for pavement widening of Rackham Way, adjust the location of the buffer accordingly.~~
  - b. Depict a minimum of seven (7) trees within the street buffer along Rackham Way in accord with the standards set forth in UDC [11-3B-7C](#) (see allowed landscaping in clear vision triangles in UDC [11-3A-3B](#)). ~~At least 35% of qualifying trees must provide urban canopy at maturity, and at least twenty-five (25) percent of qualifying trees must be Class 2 selections, unless it can be shown that utility conflicts prohibit installation of Class 2 trees.~~ If trees are not allowed within the existing easements, a minimum 5-foot wide area for planting trees and shrubs shall be provided outside of the easement area as set forth in UDC [11-3B-7C.1b](#).
5. The east/west drive-aisle between Lots 1 and 2 shall be constructed in its entirety with the first phase of development.
6. ~~The 50 foot wide permanent access easement (Inst. #2018-041517, Inst. #2021-116525) that crosses the southwest corner of the site as depicted on the plat, recorded with Oxygen Subdivision No. 3, shall be amended or partially vacated in accord with the proposed plat.~~
7. Staff's failure to cite specific ordinance provisions or conditions from the previous approvals noted above does not relieve the Applicant of responsibility for compliance.



**B. PUBLIC WORKS**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=339702&dbid=0&repo=MeridianCity>

**C. MERIDIAN FIRE DEPARTMENT (MFD)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=339692&dbid=0&repo=MeridianCity>

**D. DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=340356&dbid=0&repo=MeridianCity>

**E. ADA COUNTY HIGHWAY DISTRICT (ACHD)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=341514&dbid=0&repo=MeridianCity>

**F. IDAHO TRANSPORTATION DEPARTMENT (ITD)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=340176&dbid=0&repo=MeridianCity>

**IX. REQUIRED FINDINGS FROM THE UNIFIED DEVELOPMENT CODE**

In consideration of a short plat, the decision-making body shall make the following findings:

**A. The plat is in conformance with the Comprehensive Plan and is consistent with the Unified Development Code;**

The Comprehensive Plan designates the future land use of this property as Commercial and the current zoning district of the site is C-G. City Council finds the proposed short plat complies with the short plat standards listed in UDC 11-6B-5. Future development should comply with the dimensional standards for the C-G district listed in UDC Table 11-2B-3.

**B. Public services are available or can be made available and are adequate to accommodate the proposed development;**

City Council finds that public services will be provided and are adequate to serve the proposed lots.

**C. The plat is in conformance with scheduled public improvements in accord with the City's capital improvements program;**

City Council finds all required utilities will be provided with lot development at the developer's expense.

**D. There is public financial capability of supporting services for the proposed development;**

City Council finds that the development will not require major expenditures for providing supporting services as services are already being provided in this area.

**E. The development will not be detrimental to the public health, safety or general welfare; and**

City Council finds the proposed development will not be detrimental to the public health, safety or general welfare.

**F. The development preserves significant natural, scenic or historic features.**

City Council is not aware of any significant natural, scenic or historic features associated with short platting the structure on this site.



## AGENDA ITEM

**ITEM TOPIC:** Final Order for Modern Craftsman at Franklin (FP-2023-0021), by Bailey Engineering, generally located on the north side of W. Franklin Rd., approximately 1/4 mile east of N. Black Cat Rd.

**BEFORE THE MERIDIAN CITY COUNCIL**

**HEARING DATE: APRIL 2, 2024**  
**ORDER APPROVAL DATE: APRIL 16, 2024**

**IN THE MATTER OF THE** )  
**REQUEST FOR FINAL PLAT** )  
**CONSISTING OF FIVE (5)** )  
**BUILDING LOTS AND THREE (3)** )  
**COMMON LOTS ON 11.46 ACRES** )  
**OF LAND IN THE R-15 ZONING** )  
**DISTRICT FOR MODERN** )  
**CRAFTSMAN AT FRANKLIN.** )  
)  
**BY: BAILEY ENGINEERING** )  
**APPLICANT** )  
\_\_\_\_\_ )  
)

**CASE NO. FP-2023-0021**  
**ORDER OF CONDITIONAL**  
**APPROVAL OF FINAL PLAT**

This matter coming before the City Council on April 2, 2024 for final plat approval pursuant to Unified Development Code (UDC) 11-6B-3 and the Council finding that the Administrative Review is complete by the Planning and Development Services Divisions of the Community Development Department, to the Mayor and Council, and the Council having considered the requirements of the preliminary plat, the Council takes the following action:

**IT IS HEREBY ORDERED THAT:**

1. The Final Plat of “PLAT SHOWING COLORADO RIDGE SUBDIVISION, LOCATED IN THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 10, T.3N., R.1W., BOISE MERIDIAN, CITY OF MERIDIAN, ADA COUNTY, IDAHO, 2024, STAMPED by CODY M. MCCAMMON, PLS, SHEET 1 OF 5,”

is conditionally approved subject to those conditions of Staff as set forth in the staff report to the Mayor and City Council from the Planning and Development Services divisions of the Community Development Department dated April 2, 2024, a true and correct copy of which is attached hereto marked “Exhibit A” and by this reference incorporated herein.

2. The final plat upon which there is contained the certification and signature of the City Clerk and the City Engineer verifying that the plat meets the City’s requirements shall be signed only at such time as:
  - 2.1 The plat dimensions are approved by the City Engineer; and
  - 2.2 The City Engineer has verified that all off-site improvements are completed and/or the appropriate letter of credit or cash surety has been issued guaranteeing the completion of off-site and required on-site improvements.

## **NOTICE OF FINAL ACTION**

### **AND RIGHT TO REGULATORY TAKINGS ANALYSIS**

The Applicant is hereby notified that pursuant to Idaho Code § 67-8003, the Owner may request a regulatory taking analysis. Such request must be in writing, and must be filed with the City Clerk not more than twenty-eight (28) days after the final decision concerning the matter at issue. A request for a regulatory takings analysis will toll the time period within which a Petition for Judicial Review may be filed.

**Please take notice** that this is a final action of the governing body of the City of Meridian, pursuant to Idaho Code § 67-6521. An affected person being a person who has an

interest in real property which may be adversely affected by this decision may, within twenty-eight (28) days after the date of this decision and order, seek a judicial review pursuant to Idaho Code § 67-52.

By action of the City Council at its regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By:

\_\_\_\_\_  
Robert E. Simison  
Mayor, City of Meridian

Attest:

\_\_\_\_\_  
Chris Johnson  
City Clerk

Copy served upon the Applicant, Planning and Development Services Divisions of the Community Development Department and City Attorney.

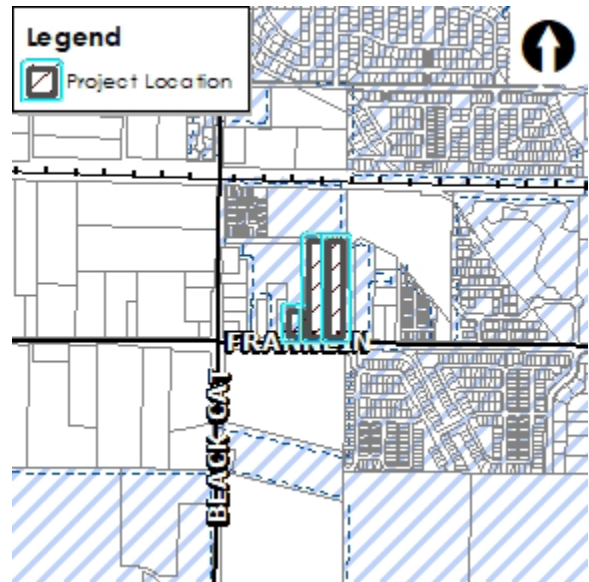
By: \_\_\_\_\_ Dated: \_\_\_\_\_

# EXHIBIT A

## STAFF REPORT COMMUNITY DEVELOPMENT DEPARTMENT



HEARING DATE: 4/2/2024  
TO: Mayor & City Council  
FROM: Sonya Allen, Associate Planner  
208-884-5533  
SUBJECT: Modern Craftsman at Franklin – FP  
[FP-2023-0021](#)  
LOCATION: Generally located on the north side of W. Franklin Rd., approximately 1/4 mile east of N. Black Cat Rd. in the SW 1/4 of Section 10, T.3N., R.1W.



### I. PROJECT DESCRIPTION

Final plat consisting of 5 building lots and 3 common lots on 11.46 acres of land in the R-15 zoning district.

### II. APPLICANT INFORMATION

A. Applicant:

Judy Schmidt, Bailey Engineering – 1119 E. State St., Ste. 210, Eagle, ID 83616

B. Owner

BPS Franklin Road, LLC – 1401 17<sup>th</sup> St., Ste. 700, Denver, CO 80202

C. Applicant Representative:

Same as Applicant

### III. STAFF ANALYSIS

Staff has reviewed the proposed final plat for substantial compliance with the approved preliminary plat ([H-2022-0079](#)) as required by UDC 11-6B-3C.2. The preliminary plat included one (1) building lot and one other lot for future right-of-way dedication. Due to the addition of a common lot for the internal private streets as required with the preliminary plat, the number of building lots increased from one (1) to four (4) as the common lot essentially divided the property into separate building lots. Due to the nature of this change, Staff finds the proposed final plat to be in substantial compliance with the approved preliminary plat as required.

Private streets were tentatively approved with the preliminary plat. The Ada County Street Name Committee has approved the private street names within the development but street signs have not been installed. The proposed plat includes a common lot for the private street as required with the preliminary plat. **The Applicant should install the street signs and provide documentation of a binding contract that establishes the party or parties responsible for the repair and maintenance of the private street, including regulations for the funding thereof in order to obtain final approval of the internal private streets.**

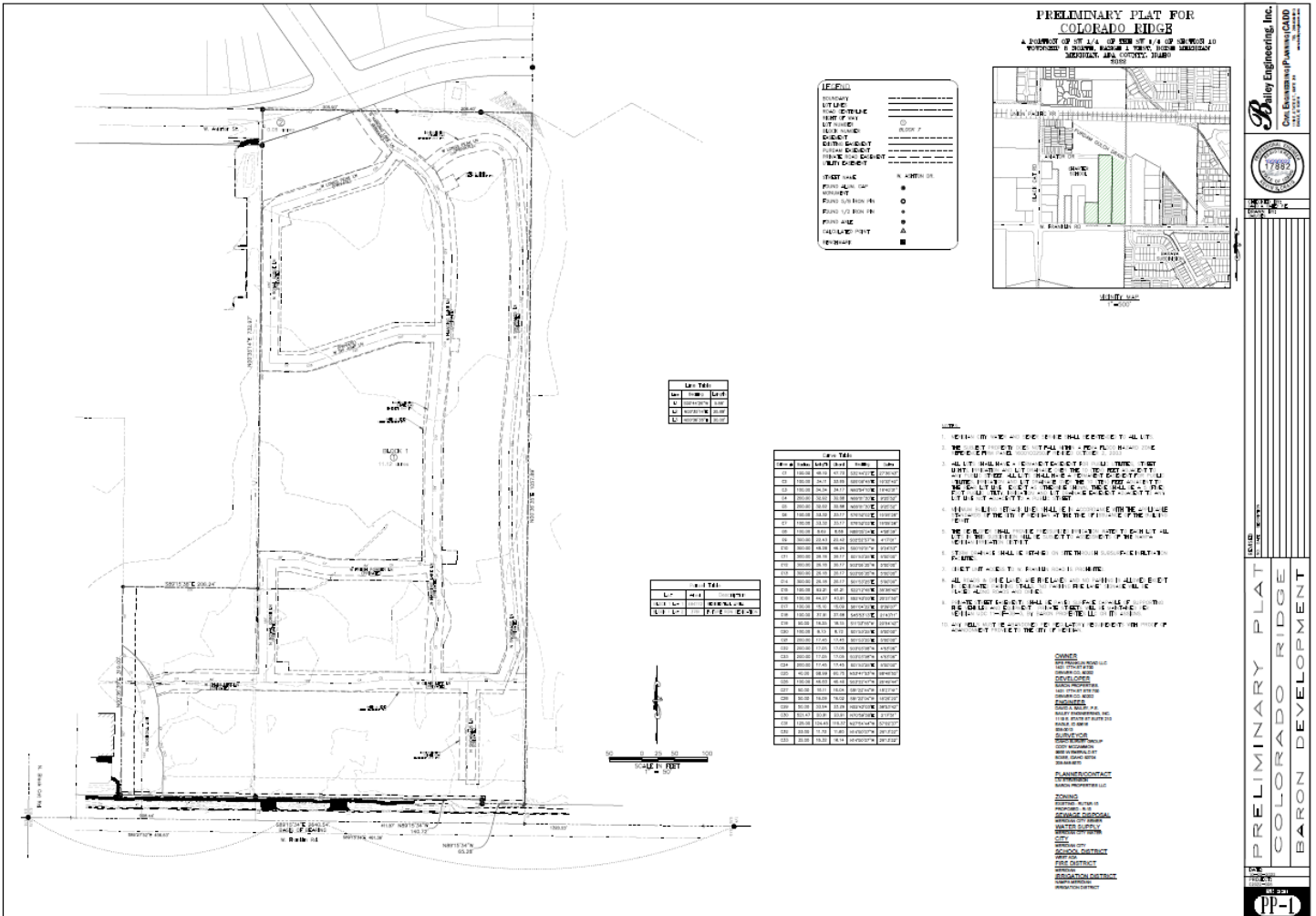
#### IV. DECISION

##### A. Staff:

Staff recommends approval of the proposed final plat with the conditions of approval in Section VI of this report.

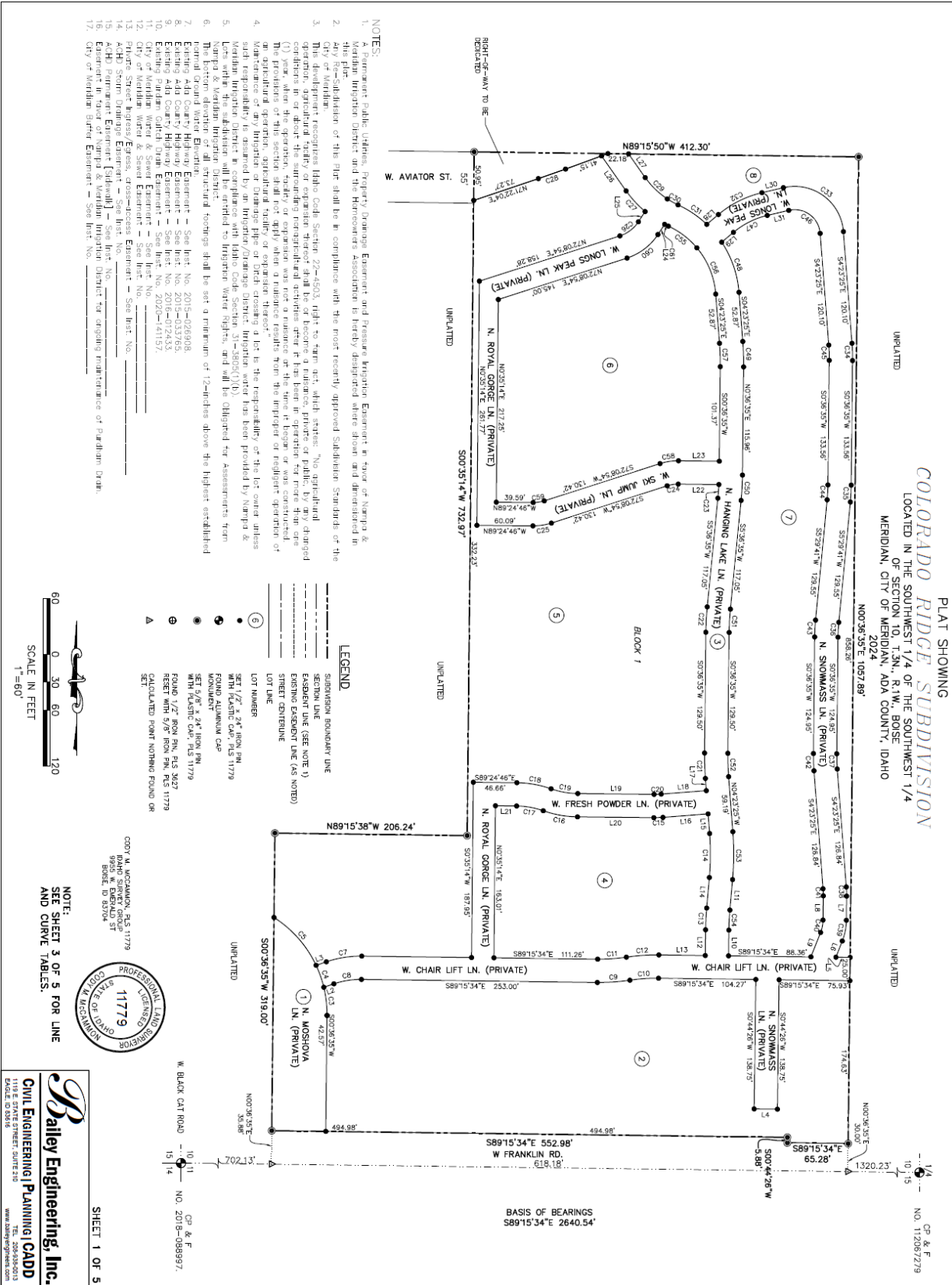
#### V. EXHIBITS

##### A. Preliminary Plat (date: 10/20/2022)

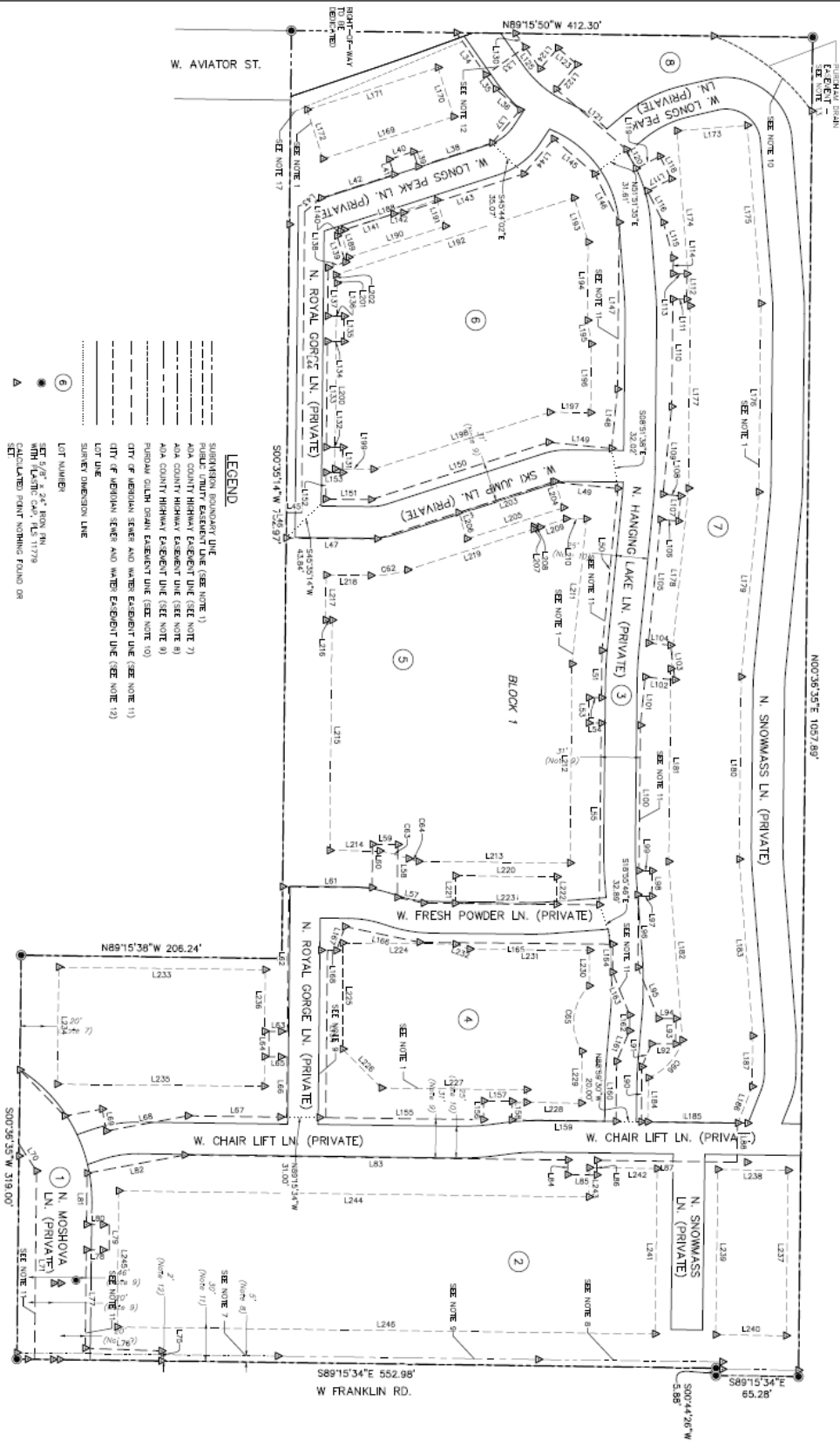




B. Final Plat



COLORADO RIDGE SUBDIVISION



- LEGEND**
- SUBDIVISION BOUNDARY LINE
  - PUBLIC UTILITY EXISTENT LINE (SEE NOTE 1)
  - ADJACENT HIGHWAY EXISTENT LINE (SEE NOTE 7)
  - ADJACENT HIGHWAY EXISTENT LINE (SEE NOTE 7)
  - ADJACENT HIGHWAY EXISTENT LINE (SEE NOTE 8)
  - ADJACENT HIGHWAY EXISTENT LINE (SEE NOTE 9)
  - PUBLIC UTILITY EXISTENT LINE (SEE NOTE 10)
  - CITY OF MEDIAN STREET AND WATER EXISTENT LINE (SEE NOTE 11)
  - CITY OF MEDIAN STREET AND WATER EXISTENT LINE (SEE NOTE 12)
  - LOT LINE
  - SURVEY DIMENSION LINE
  - LOT NUMBER
  - MET 5/8" x 3/4" BRASS PIN
  - ▲ CALCULATED POINT WORKING FROM ONE SET



CODY M. MCCANNON, R.L.S. 11779  
 LAND SURVEY GROUP  
 965 W. DURAND ST.  
 DENVER, CO 80202



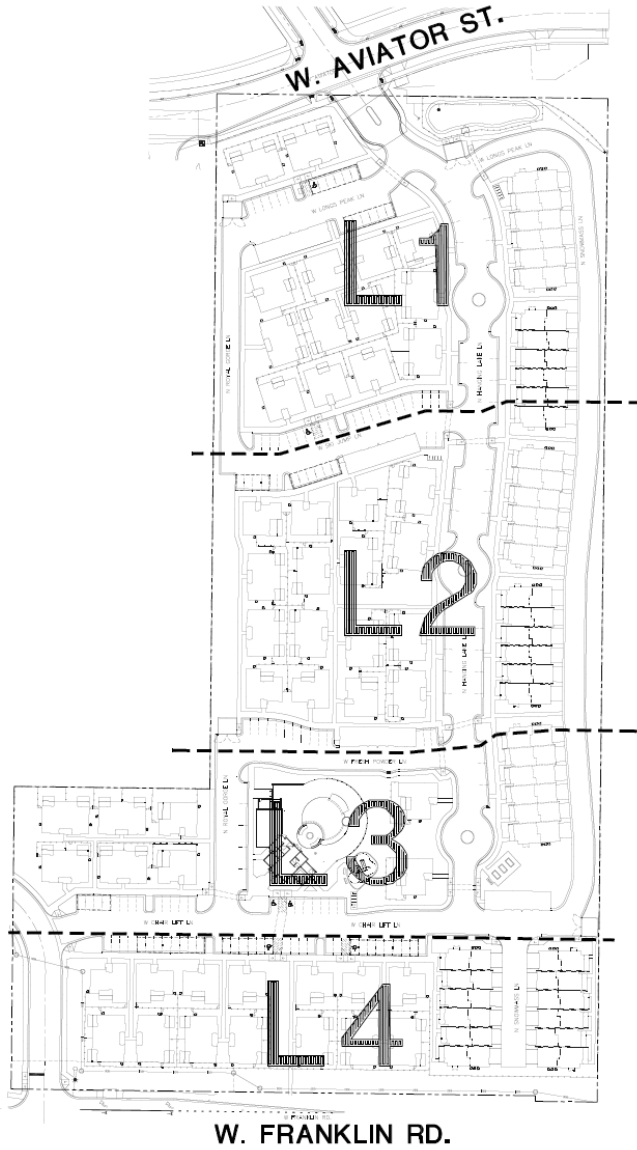
NOTE:  
 SHEET 1 OF 5 FOR NOTES  
 SEE SHEET 3 OF 5 FOR LINE  
 AND CURVE TABLES.

**Bailey Engineering, Inc.**  
 CIVIL ENGINEERING | PLANNING | CADD  
 1700 E. 70TH AVENUE, SUITE 210  
 DENVER, CO 80231  
 TEL: 303.886.0013  
 WWW.BAILEYENGINEERING.COM

SHEET 2 OF 5



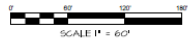
C. Landscape Plan (date: 2/27/24)



**NOTES**

1. REFER TO EACH INDIVIDUAL SHEET (L1-L4) FOR COMPLETE LANDSCAPE PLANTING PLANS.
2. REFER TO SHEET L5 FOR FINISHING PLAN AND DETAILS.
3. REFER TO SHEET L6 FOR PLANT SCHEDULE, LANDSCAPE NOTES, AND DETAILS.
4. REFER TO SHEET L7 FOR LANDSCAPE SPECIFICATION AND IRRIGATION PERFORMANCE SPECIFICATION.

DEVELOPER  
 BARON PROPERTIES  
 1410 17TH ST STE 700  
 DENVER, CO 80202



Issue	Description	Date
ISSUE	ISSUE	1-3-23
	PERM PLANING	1-26-23
	BASE PLANING	2-11-23
	CITY COMMENTS	2-27-24



Site Planning  
 Landscape Architecture  
 1500 Tynall Lane, Ste 130  
 Boler, MO 63706  
 PH. (208) 343-7175  
 www.jensenbelts.com

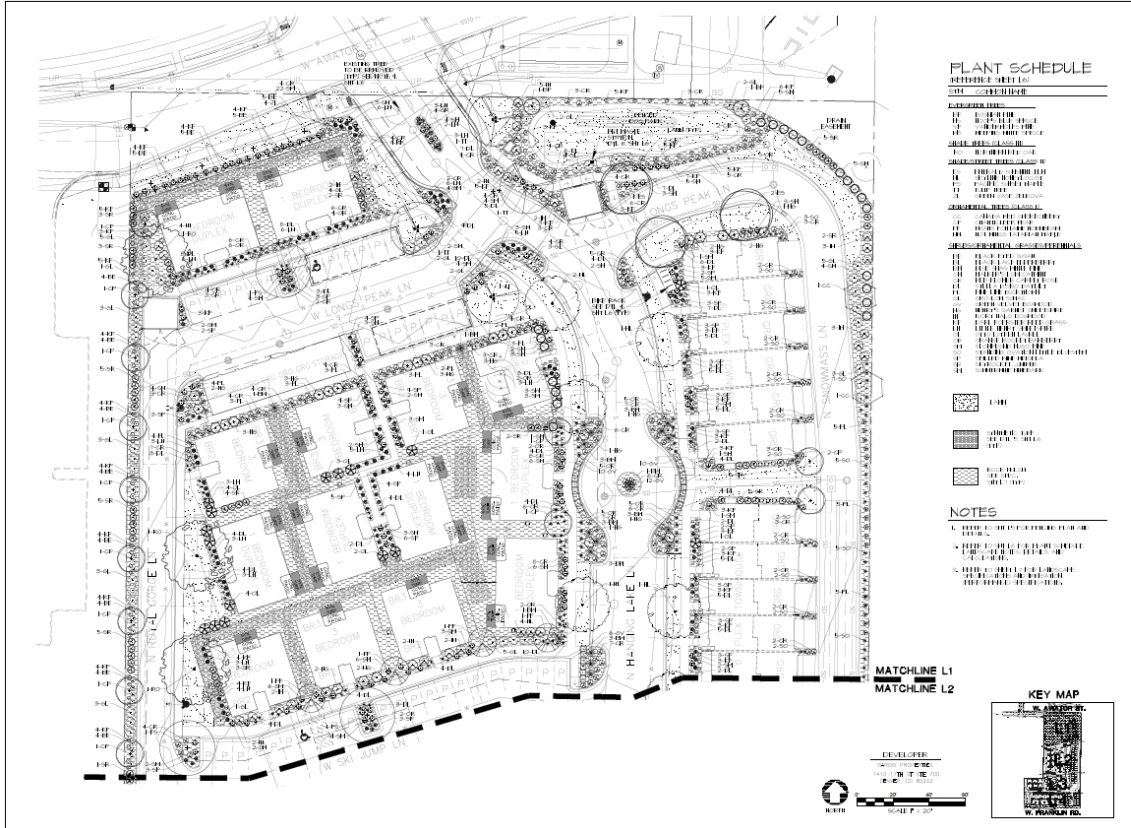
**MODERN CRAFTSMAN  
 FRANKLIN  
 BARON DEVELOPMENT  
 FINAL PLAT LANDSCAPE PLAN**

Job Number 2238

Drawn	Checked
KCS	KCS
Scale	AS SHOWN

Sheet Title  
**LANDSCAPE PLAN**

Sheet Number  
**L0**  
 1 of 8 Sheets



**PLANT SCHEDULE**  
REFERENCE SHEET L01

**LANDSCAPE ITEMS**

10	DOGWOOD
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100	DOGWOOD

- NOTES**
- REFER TO SHEET L01 FOR FINISH PLAN AND DETAILS.
  - REFER TO SHEET L02 FOR FINISH PLAN AND DETAILS.
  - REFER TO SHEET L03 FOR FINISH PLAN AND DETAILS.

MATCHLINE L1  
MATCHLINE L2

DEVELOPER  
W. ARAYON BY  
W. FRANKLIN RD.

KEY MAP

SCALE 1" = 20'

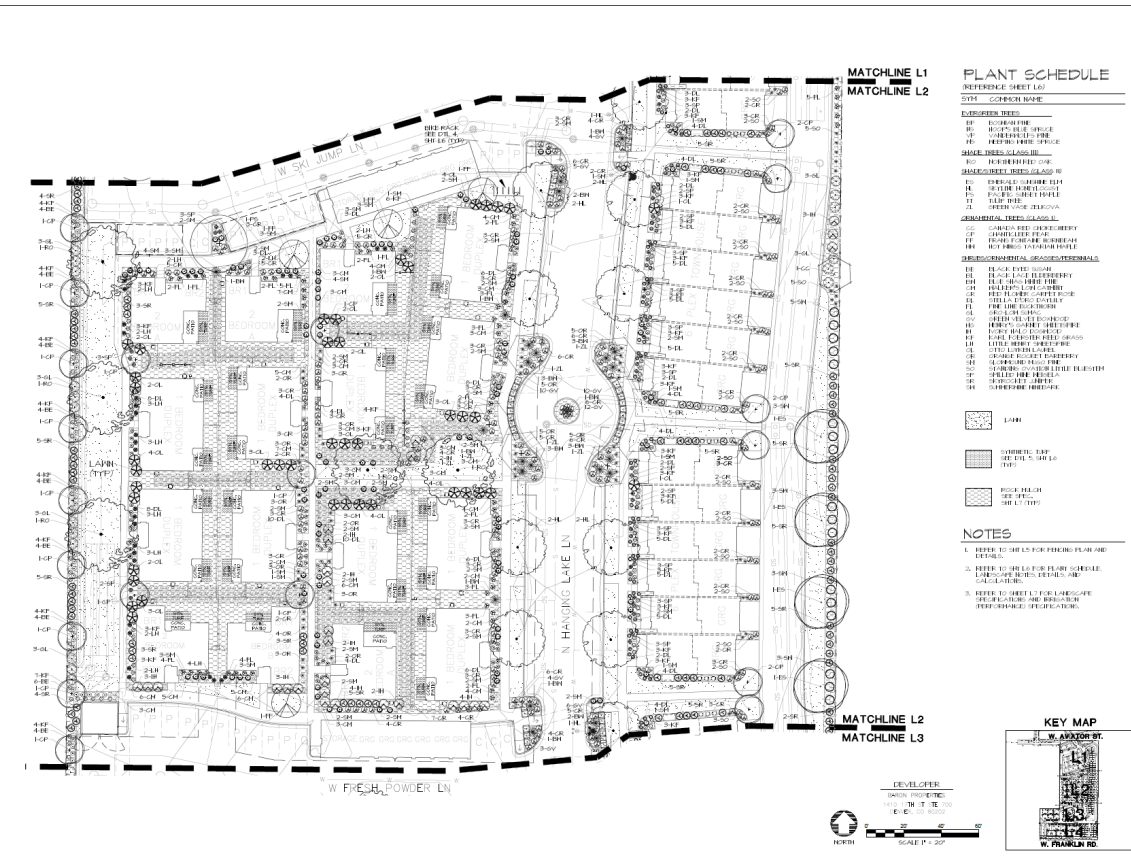
Job Number 22351

Scale: AS SHOWN

Sheet Title: LANDSCAPE PLAN

Sheet Number: L1

3 of 8 Sheets



**PLANT SCHEDULE**  
REFERENCE SHEET L01

**LANDSCAPE ITEMS**

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- NOTES**
- REFER TO SHEET L01 FOR FINISH PLAN AND DETAILS.
  - REFER TO SHEET L02 FOR FINISH PLAN AND DETAILS.
  - REFER TO SHEET L03 FOR FINISH PLAN AND DETAILS.

MATCHLINE L1  
MATCHLINE L2

DEVELOPER  
W. ARAYON BY  
W. FRANKLIN RD.

KEY MAP

SCALE 1" = 20'

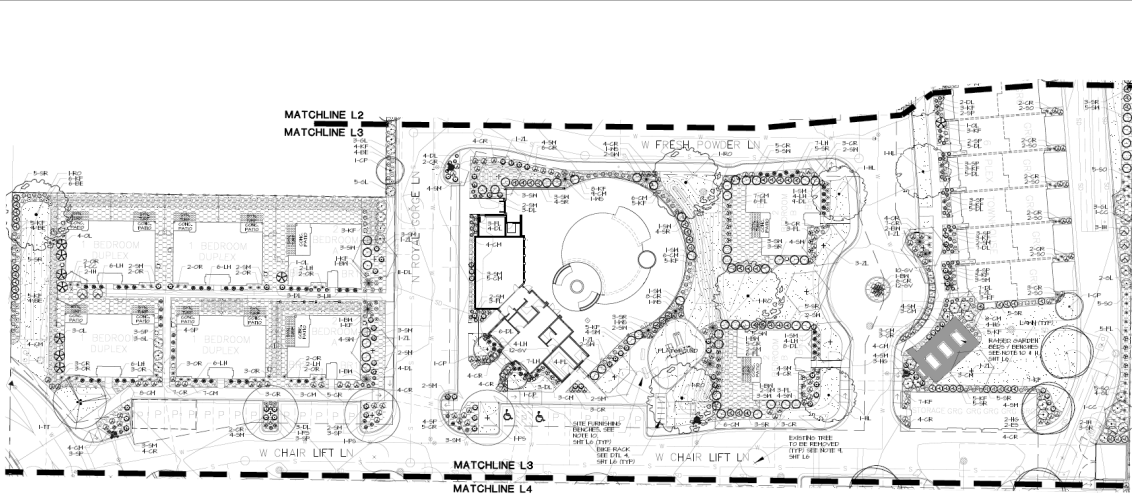
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Sheet Title: LANDSCAPE PLAN

Sheet Number: L2

3 of 8 Sheets

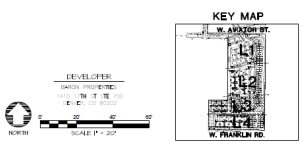


**PLANT SCHEDULE**

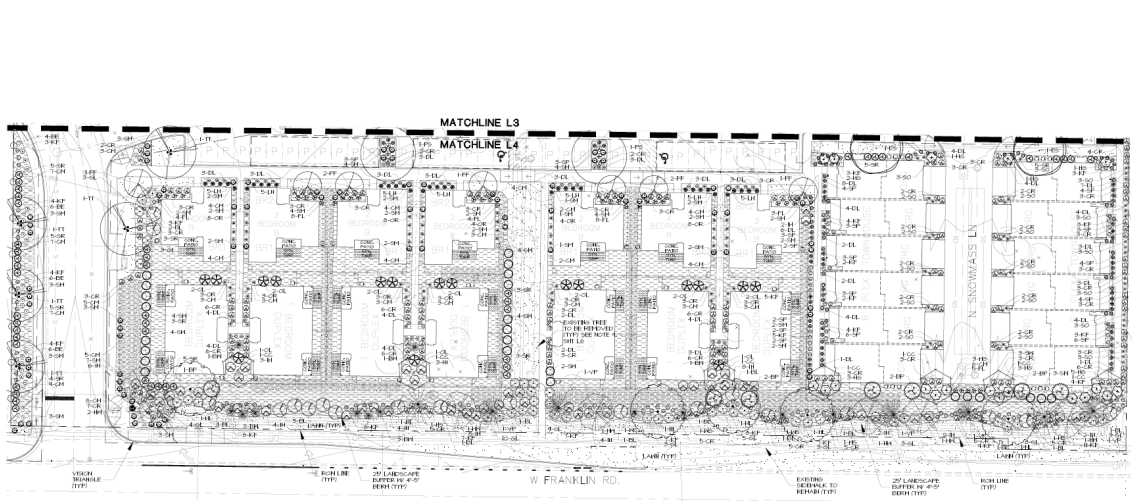
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**NOTES**

1. REFER TO SHEET L3 FOR FINISH ELEVATIONS.
2. REFER TO SHEET L3 FOR FINISH ELEVATIONS.
3. REFER TO SHEET L3 FOR FINISH ELEVATIONS.



  10110 Franklin Avenue 10110 Franklin Avenue 10110 Franklin Avenue 10110 Franklin Avenue	Job Number: 2238 Scale: AS SHOWN Sheet Title: <b>LANDSCAPE PLAN</b> Sheet Number: <b>L3</b> 4 of 8 Sheets
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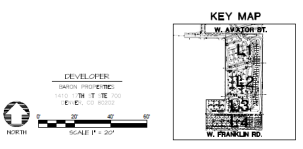


**PLANT SCHEDULE**

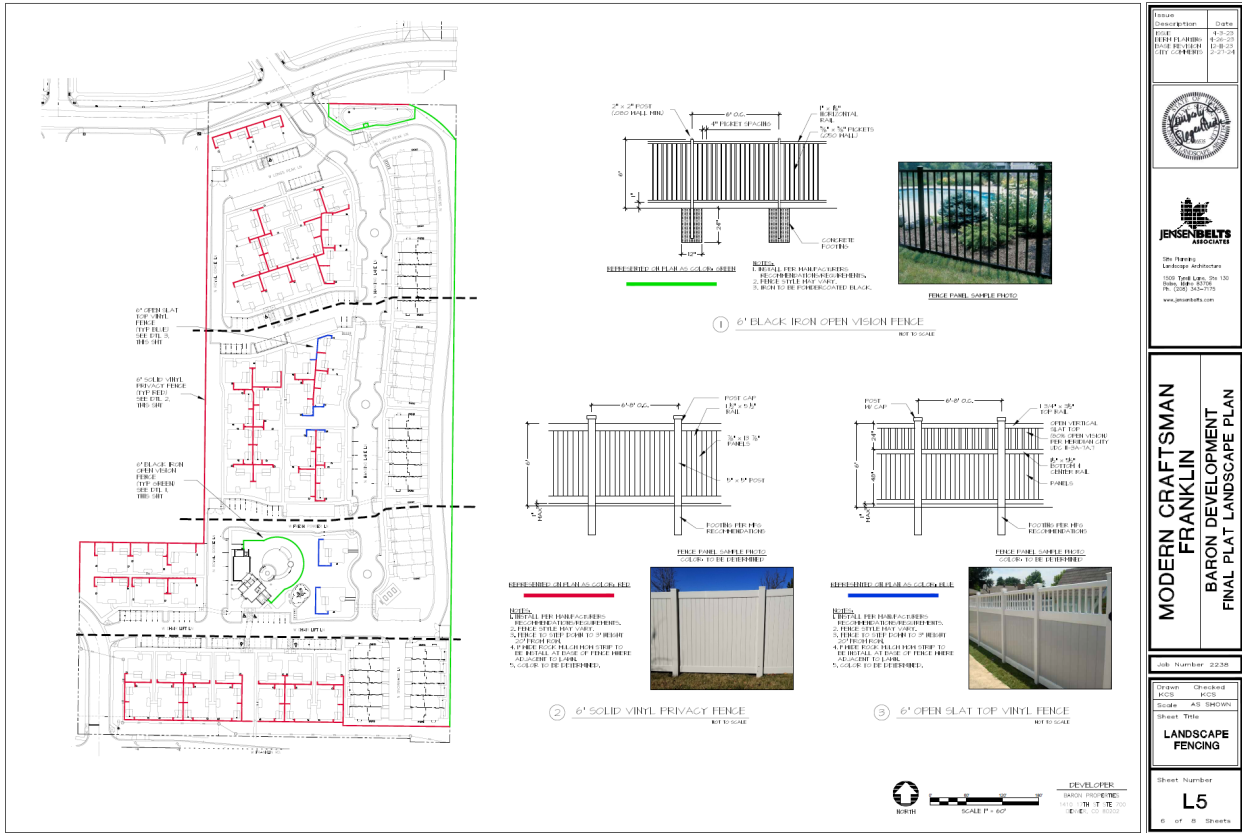
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**NOTES**

1. REFER TO SHEET L3 FOR FINISH ELEVATIONS.
2. REFER TO SHEET L3 FOR FINISH ELEVATIONS.
3. REFER TO SHEET L3 FOR FINISH ELEVATIONS.



  10110 Franklin Avenue 10110 Franklin Avenue 10110 Franklin Avenue 10110 Franklin Avenue	Job Number: 2238 Scale: AS SHOWN Sheet Title: <b>LANDSCAPE PLAN</b> Sheet Number: <b>L4</b> 5 of 8 Sheets
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Item	Description	Date
1001	ISSUED FOR PERMITS	8-10-23
1002	REVISED FOR PERMITS	8-10-23
1003	REVISED FOR PERMITS	8-10-23

**JENSEN BELTS**  
ASSOCIATES

Dr. Travis  
Landscape Architect  
100 Park Lane, Ste. 100  
Newport, Oregon 97158  
www.jensenbelts.com

**MODERN CRAFTSMAN  
FRANKLIN  
BARON DEVELOPMENT  
FINAL PLAT LANDSCAPE PLAN**

Job Number: 2238

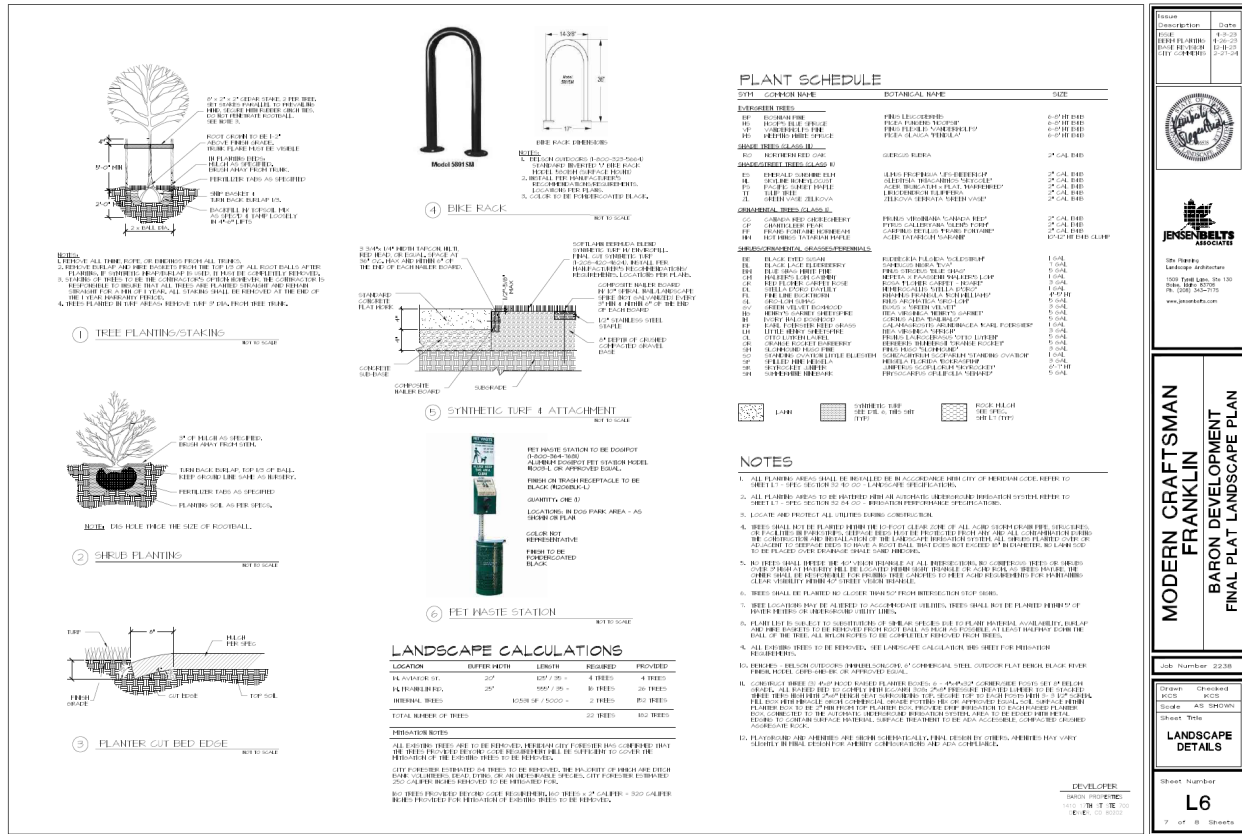
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**LANDSCAPE  
FENCING**

Sheet Number:  
**L5**

7 of 18 Sheets



Item	Description	Date
1001	ISSUED FOR PERMITS	8-10-23
1002	REVISED FOR PERMITS	8-10-23
1003	REVISED FOR PERMITS	8-10-23

**JENSEN BELTS**  
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**MODERN CRAFTSMAN  
FRANKLIN  
BARON DEVELOPMENT  
FINAL PLAT LANDSCAPE PLAN**

Job Number: 2238

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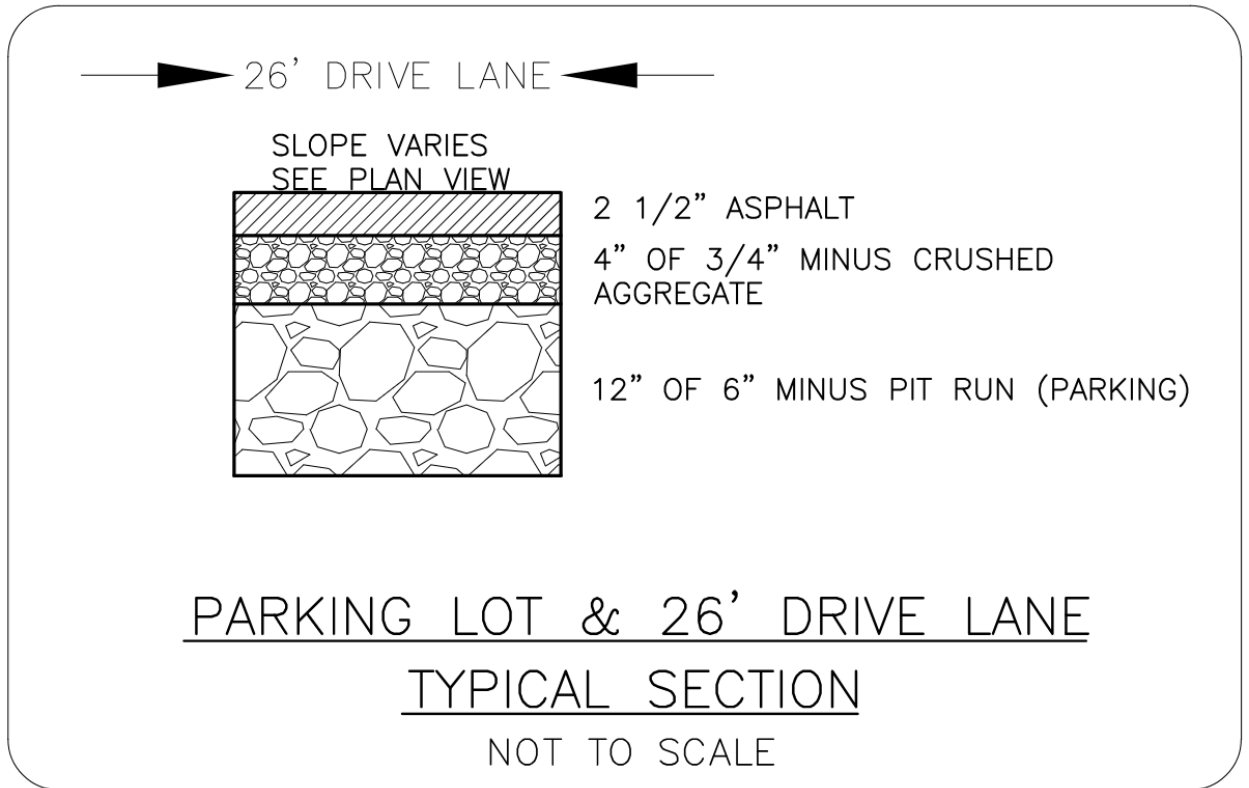
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**LANDSCAPE  
DETAILS**

Sheet Number:  
**L6**

7 of 18 Sheets

D. Private Street Cross-Section



E.



## VI. CITY/AGENCY COMMENTS & CONDITIONS

### A. Planning Division

#### Site Specific Conditions:

1. Applicant shall comply with all previous conditions of approval associated with this development ([H-2022-0079](#), DA Inst. #[2023-045433](#)).
2. The applicant shall obtain the City Engineer's signature on the final plat within two (2) years of City Council's approval of the preliminary plat (by May 23, 2025), in accord with UDC 11-6B-7, in order for the preliminary plat to remain valid; or, a time extension may be requested.
3. Prior to submittal for the City Engineer's signature, have the Certificate of Owners and the accompanying acknowledgement signed and notarized.
4. The final plat shown in Section V.B, prepared by Bailey Engineering, Inc., stamped by Cody M. McCammon, shall be revised prior to signature on the final plat by the City Engineer, as follows:
  - a. Notes #11-15 and 17: Include the recorded instrument numbers of the noted easements.
  - b. Widen the sidewalk to 6-feet along W. Aviator St. in accord with preliminary plat condition #2.1d and Street Section C in the TMISAP, unless an alternative street section is approved by ACHD.
  - c. Remove "N. Moshova Ln. (Private)" from the plat as it's not an approved private street and should not be named. Include a note for ownership and maintenance purposes that defines the use of the lot as a drive aisle.
  - d. The Professional Land Surveyor's stamp shall be signed and dated.
  - e. Graphically depict and label the easement on Sheet 2 that's referenced in Note #13 for the private street ingress/egress and cross-access easement.
  - f. A cross-access/ingress-egress easement shall be granted to the property to the west at 4610 W. Franklin Rd. (Parcel #S1210336377) for access to the drive aisle via W. Franklin Rd. located along the west property line per preliminary plat condition #2.5.
5. The landscape plan shown in Section V.C, prepared by Jensen Belts Associates, dated 2/27/24, shall be revised prior to signature on the final plat by the City Engineer, as follows:
  - a. Widen the sidewalk to 6-feet along W. Aviator St. in accord with preliminary plat condition #2.1d and Street Section C in the TMISAP, unless an alternative street section is approved by ACHD.
  - b. The rock mulch area within the 25-foot wide street buffer along W. Franklin Rd. shall be at least 70% covered with vegetation at maturity with mulch used under and around the plants as set forth in UDC 11-3B-5N.
  - c. The berm within the street buffer along Franklin Rd. shall have no less than a 4:1 slope; include a detail of the berm that demonstrates compliance with this standard.
6. Future development shall comply with the minimum dimensional standards for the R-15 zoning district listed in UDC [Table 11-2A-7](#).
7. The private streets within the development shall be constructed in accord with the standards listed in UDC [11-3F-4](#) and the exhibit in Section V.D.

8. If Aviator St. hasn't been constructed with Aviator Subdivision, ACHD is requiring the on-site and an off-site portion to be constructed with this subdivision. The street shall be designed consistent with Street Section C (major collector street) in the Ten Mile Interchange Specific Area Plan, unless an alternative street section is approved by ACHD (see pgs. 3-20, 3-22 and 3-23).
9. The Applicant shall install the private street signs and submit documentation to the City of a binding contract that establishes the party or parties responsible for the repair and maintenance of the private street, including regulations for the funding thereof in order to obtain final approval of the internal private streets in accord with UDC [11-3F-3B.4](#).
10. Staff's failure to cite specific ordinance provisions or conditions from the preliminary plat and/or development agreement does not relieve the Applicant of responsibility for compliance.

**B. PUBLIC WORKS**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=314636&dbid=0&repo=MeridianCity>

**C. DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=314808&dbid=0&repo=MeridianCity>

**D. IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=314673&dbid=0&repo=MeridianCity>



## AGENDA ITEM

**ITEM TOPIC:** Development Agreement (Windrow Neighborhood H-2023-0031) Between City of Meridian and Conger Management Group Inc., Open Door Rentals LLC, and C4 Land LLC for Property Located at the Northeast Corner of S. Linder Rd. and W. Amity Rd.

**DEVELOPMENT AGREEMENT**

- PARTIES:**
1. **City of Meridian**
  2. **Conger Management Group, Inc., DEVELOPER**
  3. **Open Door Rentals LLC, OWNER**
  4. **C4 Land LLC, OWNER**

THIS DEVELOPMENT AGREEMENT (this Agreement), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between **City of Meridian**, a municipal corporation of the State of Idaho, hereafter called CITY, whose address is 33 E. Broadway Avenue, Meridian, Idaho 83642; and **Conger Management Group, Inc.**, whose address is 4824 W. Fairview Avenue, Boise, Idaho 83706, hereinafter called “**DEVELOPER**,” and **Open Door Rentals, LLC**, whose address is 1977 E. Overland Road, Meridian, Idaho 83642; and **C4 Land, LLC**, whose address is 4824 W. Fairview Avenue, Boise, Idaho 83706. **Open Door Rentals, LLC** and **C4 Land, LLC** shall be referred to herein collectively as “**OWNER**.”

1. **RECITALS:**

- 1.1 **WHEREAS**, Owner is the sole owner, in law and/or equity, of certain tract of land in the County of Ada, State of Idaho, described in Exhibit “A,” which is attached hereto and by this reference incorporated herein as if set forth in full, herein after referred to as the Property; and
- 1.2 **WHEREAS**, Idaho Code § 67-6511A provides that cities may, by ordinance, require or permit as a condition of zoning that the Owner and/or Developer make a written commitment concerning the use or development of the subject Property; and
- 1.3 **WHEREAS**, City has exercised its statutory authority by the enactment of Section 11-5B-3 of the Unified Development Code (“UDC”), which authorizes development agreements upon the annexation and/or re-zoning of land; and
- 1.4 **WHEREAS**, Owner/Developer have submitted an application for annexation and zoning of approximately 46.133 acres of land with a request for the R-8 (Medium-Density Residential) zoning district on the property as shown in Exhibit “B” under the Unified Development Code; and a rezone of approximately 19.611 acres from the R-4 (Medium Low-Density Residential) zoning district to the R-8 (Medium-Density Residential) zoning district on the property as shown in Exhibit “C” under the Unified Development Code; and a modification to the existing Development Agreement (H-2015-0019 – Inst. #2016-007443) for the purpose of creating a new Development Agreement to develop the proposed residential

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subdivision; which generally describes how the Property will be developed and what improvements will be made; and

- 1.5 **WHEREAS**, Owner/Developer made representations at the public hearings before Planning and Zoning Commission and the Meridian City Council as to how the Property will be developed and what improvements will be made; and
- 1.6 **WHEREAS**, the record of the proceedings for requested annexation and rezoning held before the Planning and Zoning Commission and the City Council includes responses of government subdivisions providing services within the City of Meridian planning jurisdiction and includes further testimony and comment; and
- 1.7 **WHEREAS**, on the 17<sup>th</sup> day of October, 2023, the Meridian City Council approved certain Findings of Fact and Conclusions of Law and Decision and Order (“Findings”), which have been incorporated into this Agreement and attached as Exhibit “D;” and
- 1.8 **WHEREAS**, the Findings require the Owner/Developer to enter into a Development Agreement before the City Council takes final action on the final plat; and
- 1.9 **WHEREAS**, the parcel described in “Exhibit C,” which is subject to a previous Development Agreement recorded as Inst. #2016-007443 (“Previous Agreement”), shall be bound by the terms of this Agreement and shall no longer be bound by the terms of the Previous Agreement; and
- 1.10 **WHEREAS**, Owner/Developer deem it to be in its best interest to be able to enter into this Agreement and acknowledges that this Agreement was entered into voluntarily and at its urging and request; and
- 1.11 **WHEREAS**, City requires the Owner/Developer to enter into a development agreement for the purpose of ensuring that the Property is developed and the subsequent use of the Property is in accordance with the terms and conditions of this Agreement, herein being established as a result of evidence received by the City in the proceedings for zoning designation from government subdivisions providing services within the planning jurisdiction and from affected property owners and to ensure zoning designation is in accordance with the amended Comprehensive Plan of the City of Meridian on December 19, 2019, Resolution No. 19-2179, and the UDC, Title 11.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein, the parties agree as follows:

2. **INCORPORATION OF RECITALS:** That the above recitals are contractual and binding and are incorporated herein as if set forth in full.

3. **DEFINITIONS:** For all purposes of this Agreement the following words, terms, and phrases herein contained in this section shall be defined and interpreted as herein provided for, unless the clear context of the presentation of the same requires otherwise:

- 3.1 **CITY:** means and refers to the **City of Meridian**, a party to this Agreement, which is a municipal Corporation and government subdivision of the state of Idaho, organized and existing by virtue of law of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho 83642.
- 3.2 **OWNER:** means and refers to **Open Door Rentals, LLC**, whose address is 1977 E. Overland Road, Meridian, Idaho 83642, and **C4 Land, LLC**, whose address is 4824 W. Fairview Avenue, Boise, Idaho 83706, the parties that own said Property and shall include any subsequent owner(s) of the Property.
- 3.3 **DEVELOPER:** means and refers to **Conger Management Group, Inc.**, whose address is 4824 W. Fairview Avenue, Boise, Idaho 83706, the party that is developing said Property and shall include any subsequent developer(s) of the Property.
- 3.4 **PROPERTY:** means and refers to those certain parcels of Property located in the County of Ada, City of Meridian as depicted in Exhibit "A" describing the parcels to bound by this Development Agreement and attached hereto and by this reference incorporated herein as if set forth at length.

4. **USES PERMITTED BY THIS AGREEMENT:** This Agreement shall vest the right to develop the Property in accordance with the terms and conditions of this Agreement.

- 4.1 The uses allowed pursuant to this Agreement are only those uses allowed under the UDC.
- 4.2 No change in the uses specified in this Agreement shall be allowed without modification of this Agreement.

5. **CONDITIONS GOVERNING DEVELOPMENT OF SUBJECT PROPERTY:**

- 5.1. Owner/Developer shall develop the Property in accordance with the following special conditions:
  - a. Future development of this site shall be substantially consistent with the approved plat, landscape plan, phasing plan, common drive exhibits, and conceptual building elevations included in Section VIII of the Staff Report attached to the Findings of Fact and Conclusions of Law attached hereto as Exhibit "D" and the provisions contained herein.

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- b. The parcel described in “Exhibit C” shall be bound by the terms of this Agreement and shall no longer be bound by the terms of the Previous Agreement (Inst. #2016-007443 – South Meridian H-2015-0019).
- c. The existing home and outbuildings on the property being annexed shall be removed with the first phase of development, as proposed.
- d. The existing home on Lot 1, Block 10 shall be required to connect to City water and sewer service within 60 days of it becoming available and disconnect from private service, as set forth in Meridian City Code (“MCC”) sections 9-1-4 and 9-4-8.
- e. The rear and/or sides of homes visible from S. Linder Road and W. Amity Road (Lots 12-19, Block 3; Lots 5-6, Block 7; Lots 8-18, Block 7; Lots 2-22, Block 2; Lots 2-10, Block 1) shall incorporate articulation through changes in two or more of the following: modulation (e.g., projections, recesses, step-backs, pop-outs), bays, banding, porches, balconies, material types, or other integrated architectural elements to break up monotonous wall planes and roof lines that are visible from the subject public street. Single-story structures are exempt from this requirement.

6. **COMPLIANCE PERIOD** This Agreement must be fully executed within six (6) months after the date of the Findings for the annexation and zoning or it is null and void.

7. **DEFAULT/CONSENT TO DE-ANNEXATION AND REVERSAL OF ZONING DESIGNATION:**

7.1 **Acts of Default.** In the event Owner/Developer, or Owner/Developer’s heirs, successors, assigns, or subsequent owners of the Property or any other person acquiring an interest in the Property, fail to faithfully comply with all of the terms and conditions included in this Agreement in connection with the Property, this Agreement may be terminated by the City upon compliance with the requirements of the Zoning Ordinance.

7.2 **Notice and Cure Period.** In the event of Owner/Developer’s default of this agreement, Owner/Developer shall have thirty (30) days from receipt of written notice from City to initiate commencement of action to correct the breach and cure the default, which action must be prosecuted with diligence and completed within one hundred eighty (180) days; provided, however, that in the case of any such default that cannot with diligence be cured within such one hundred eighty (180) day period, then the time allowed to cure such failure may be extended for such period as may be necessary to complete the curing of the same with diligence and continuity.

7.3 **Remedies.** In the event of default by Owner/Developer that is not cured after notice from City as described in Section 7.2, City shall, upon satisfaction of the notice and

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hearing procedures set forth in Idaho Code section 67-6511A, have the right, but not a duty, to de-annex all or a portion of the Property, reverse the zoning designations described herein, and terminate City services to the de-annexed Property, including water service and/or sewer service. Further, City shall have the right to file an action at law or in equity to enforce the provisions of this Agreement. Because the covenants, agreements, conditions, and obligations contained herein are unique to the Property and integral to City's decision to annex and/or re-zone the Property, City and Owner/Developer stipulate that specific performance is an appropriate, but not exclusive, remedy in the event of default. Owner/Developer reserves all rights to contest whether a default has occurred.

7.4 **Choice of Law and Venue.** This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Idaho, including all matters of construction, validity, performance, and enforcement. Any action brought by any party hereto shall be brought within Ada County, Idaho.

7.5 **Delay.** In the event the performance of any covenant to be performed hereunder by either Owner/Developer or City is delayed for causes that are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.

7.6 **Waiver.** A waiver by City of any default by Owner/Developer of any one or more of the covenants or conditions hereof shall apply solely to the default and defaults waived and shall neither bar any other rights or remedies of City nor apply to any subsequent default of any such or other covenants and conditions.

8. **INSPECTION:** Owner/Developer shall, immediately upon completion of any portion or the entirety of said development of the Property as required by this Agreement or by City ordinance or policy, notify the City Engineer and request the City Engineer's inspections and written approval of such completed improvements or portion thereof in accordance with the terms and conditions of this Agreement and all other ordinances of the City that apply to said Property.

9. **REQUIREMENT FOR RECORDATION:** City shall record this Agreement, including all of the Exhibits, and submit proof of such recording to Owner/Developer, prior to the third reading of the Meridian Zoning Ordinance in connection with the rezoning of the Property by the City Council. If for any reason after such recordation, the City Council fails to adopt the ordinance in connection with the annexation and zoning of the Property contemplated hereby, the City shall execute and record an appropriate instrument of release of this Agreement.

10. **ZONING:** City shall, following recordation of the duly approved Agreement, enact a valid and binding ordinance zoning the Property as specified herein.

11. **SURETY OF PERFORMANCE:** The City may also require surety bonds, irrevocable letters of credit, cash deposits, certified check or negotiable bonds, as allowed under the UDC, to insure the installation of required improvements, which the Owner/Developer agree to provide, if required by the City.



12. **CERTIFICATE OF OCCUPANCY:** No Certificates of Occupancy shall be issued in any phase in which the improvements have not been installed, completed, and accepted by the City, or sufficient surety of performance is provided by Owner/Developer to the City in accordance with Paragraph 11 above.

13. **ABIDE BY ALL CITY ORDINANCES:** That Owner/Developer agree to abide by all ordinances of the City of Meridian unless otherwise provided by this Agreement.

14. **NOTICES:** Any notice desired by the parties and/or required by this Agreement shall be deemed delivered if and when personally delivered or three (3) days after deposit in the United States Mail, registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

**CITY:**  
City Clerk  
City of Meridian  
33 E. Broadway Ave.  
Meridian, Idaho 83642

with copy to:  
City Attorney  
City of Meridian  
33 E. Broadway Avenue  
Meridian, Idaho 83642

**OWNER:**  
Open Door Rentals, LLC  
1977 E. Overland Road  
Meridian, Idaho 83642

**OWNER:**  
C4 Land, LLC  
4824 W. Fairview Avenue  
Boise, Idaho 83706

**DEVELOPER:**  
Conger Management Group, Inc.  
4824 W. Fairview Avenue  
Boise, Idaho 83706

14.1 A party shall have the right to change its address by delivering to the other party a written notification thereof in accordance with the requirements of this section.

15. **ATTORNEY FEES:** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney's fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

16. **TIME IS OF THE ESSENCE:** The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this Agreement by the other party so failing to perform.

17. **BINDING UPON SUCCESSORS:** This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, successors, assigns and personal representatives, including City's corporate authorities and their successors in office. This Agreement shall be binding on the Owner/Developer, each subsequent owner and any other person

LB

acquiring an interest in the Property. Nothing herein shall in any way prevent sale or alienation of the Property, or portions thereof, except that any sale or alienation shall be subject to the provisions hereof and any successor owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed. City agrees, upon written request of Owner and/or Developer, to execute appropriate and recordable evidence of termination of this Agreement if City, in its sole and reasonable discretion, had determined that Owner and/or Developer have fully performed their obligations under this Agreement.

18. **INVALID PROVISION:** If any provision of this Agreement is held not valid by a court of competent jurisdiction, such provision shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any of the other provisions contained herein.

19. **DUTY TO ACT REASONABLY:** Unless otherwise expressly provided, each party shall act reasonably in giving any consent, approval, or taking any other action under this Agreement.

20. **REMOVED PROPERTY:** The City is hereby authorized, in its sole discretion, to remove a portion of the Property ("Removed Property") from this Agreement at any time, provided that the City and the owner of the Removed Property concurrently enter into a modified development agreement governing the development and use of the Removed Property. The remaining portion of the Property, which has not been removed from this Agreement as described above, shall continue to be bound by the terms of this Agreement.

21. **COOPERATION OF THE PARTIES:** In the event of any legal or equitable action or other proceeding instituted by any third party (including a governmental entity or official) challenging the validity of any provision in this Agreement, the parties agree to cooperate in defending such action or proceeding.

22. **FINAL AGREEMENT:** This Agreement sets forth all promises, inducements, agreements, condition and understandings between Owner/Developer and City relative to the subject matter hereof, and there are no promises, agreements, conditions or understanding, either oral or written, express or implied, between Owner/Developer and City, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assigns, and pursuant, with respect to City, to a duly adopted ordinance or resolution of City.

22.1 No condition governing the uses and/or conditions governing rezoning of the subject Property herein provided for can be modified or amended without the approval of the City Council after the City has conducted public hearing(s) in accordance with the notice provisions provided for a zoning designation and/or amendment in force at the time of the proposed amendment.

23. **EFFECTIVE DATE OF AGREEMENT:** This Agreement shall be effective on the date the Meridian City Council shall adopt the amendment to the Meridian Zoning Ordinance in connection with the annexation and zoning of the Property and execution of the Mayor and City Clerk.

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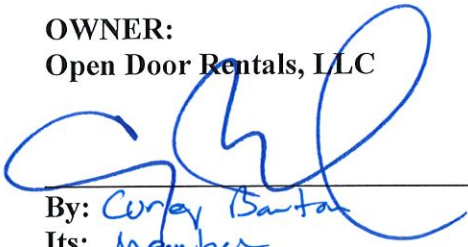
[end of text; acknowledgements, signatures and Exhibits A and B follow]

LD

ACKNOWLEDGMENTS

IN WITNESS WHEREOF, the parties have herein executed this agreement and made it effective as hereinabove provided.

OWNER:  
Open Door Rentals, LLC

  
By: Corey Barton  
Its: Member

STATE OF IDAHO )  
 : ss:  
County of Ada )


On this 8th day of April, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Corey Barton, known or identified to me to be the Member of Open Door Rentals, LLC and the person who signed above and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Camie Laney  
Notary Public  
My Commission Expires: 8-3-2026

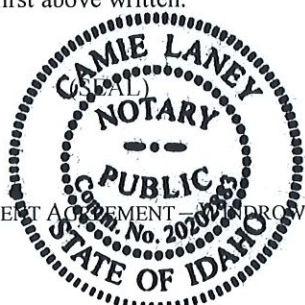
OWNER:  
C4 Land, LLC

  
By: Jim Conger  
Its: Member

STATE OF IDAHO )  
 : ss:  
County of Ada )

On this 8th day of April, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Jim Conger, known or identified to me to be the Member of C4 Land, LLC and the person who signed above and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Camie Laney  
Notary Public  
My Commission Expires: 8-3-2026

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DEVELOPER:  
Conger Management Group, Inc.



By: Jim Conger  
Its: Member

STATE OF IDAHO )  
 : ss:  
County of Ada )

On this 8th day of April, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Jim Conger, known or identified to me to be the President of Conger Management Group, Inc. and the person who signed above and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Camie Laney  
Notary Public  
My Commission Expires: 8-3-2026

CITY OF MERIDIAN

ATTEST:

By: \_\_\_\_\_  
Mayor Robert E. Simison

\_\_\_\_\_  
Chris Johnson, City Clerk

STATE OF IDAHO )  
 : ss:  
County of Ada )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public, personally appeared **Robert E. Simison** and **Chris Johnson**, known or identified to me to be the Mayor and Clerk, respectively, of the **City of Meridian**, who executed the instrument or the person that executed the instrument of behalf of said City, and acknowledged to me that such City executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

\_\_\_\_\_  
Notary Public for Idaho  
My Commission Expires: \_\_\_\_\_

LB

## EXHIBIT A



Sawtooth Land Surveying, LLC

P: (208) 398-8104 F: (208) 398-8105  
2030 S. Washington Ave., Emmett, ID 83617

### Windrow Boundary Description

**BASIS OF BEARINGS** is N. 0°31'28" E. between a found brass cap LS 737, marking the southwest corner of Section 25 and a found aluminum cap PLS 13934 marking the 1/4 corner common to Sections 25 and 26, T. 3 N., R. 1 W., B.M., Ada County, Idaho.

A parcel of land located in the SW1/4 of Section 25, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

**COMMENCING** at a brass cap marking the southwest corner of said Section 25;

Thence N. 0°31'28" E., coincident with the west line of said SW1/4, a distance of 364.11 feet to a 5/8" rebar with an illegible cap and the **POINT OF BEGINNING**;

Thence continuing, N. 0°31'28" E., coincident with said west line and said centerline, 962.17 feet to a 5/8" rebar/cap PLS 11574 marking the S1/16 corner common to Sections 25 and 26;

Thence continuing, N. 0°31'28" E., coincident with said west line and said centerline, 760.50 feet to the centerline of the Calkins Drain;

Thence leaving said west line and said centerline and coincident with said centerline of the Calkins Drain the following five (5) courses and distances:

Thence S. 82°51'07" E., 95.25 feet;

Thence S. 70°28'42" E., 50.00 feet;

Thence S. 59°16'41" E., 42.00 feet;

Thence S. 43°44'42" E., 45.00 feet;

Thence S. 41°24'42" E., 913.66 feet to the north line of the S1/2 of said SW1/4;

Thence S. 89°29'27" E., coincident with the north line of said S1/2 of the SW1/4, a distance of 504.44 feet to a 1/2" rebar/cap PLS 6552 marking the SW1/16 corner of said Section 25;

Thence continuing, S. 89°29'27" E., coincident with said north line, 644.28 feet to a 1/2" rebar with no cap;

Thence leaving said north line, S. 0°26'12" W., 1324.51 feet to a 5/8" rebar with no cap on the south line of said SW1/4;

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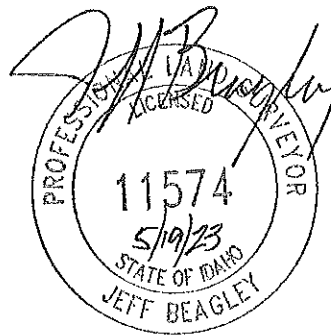
Thence N. 89°32'33" W., coincident with said south line, 645.40 feet to a 5/8" rebar/cap PLS 5617 marking the W1/16 corner common to Sections 25 and 36;

Thence continuing, N. 89°32'33" W., coincident with said south line, 1025.52 feet to a 5/8" rebar/cap PLS 5617;

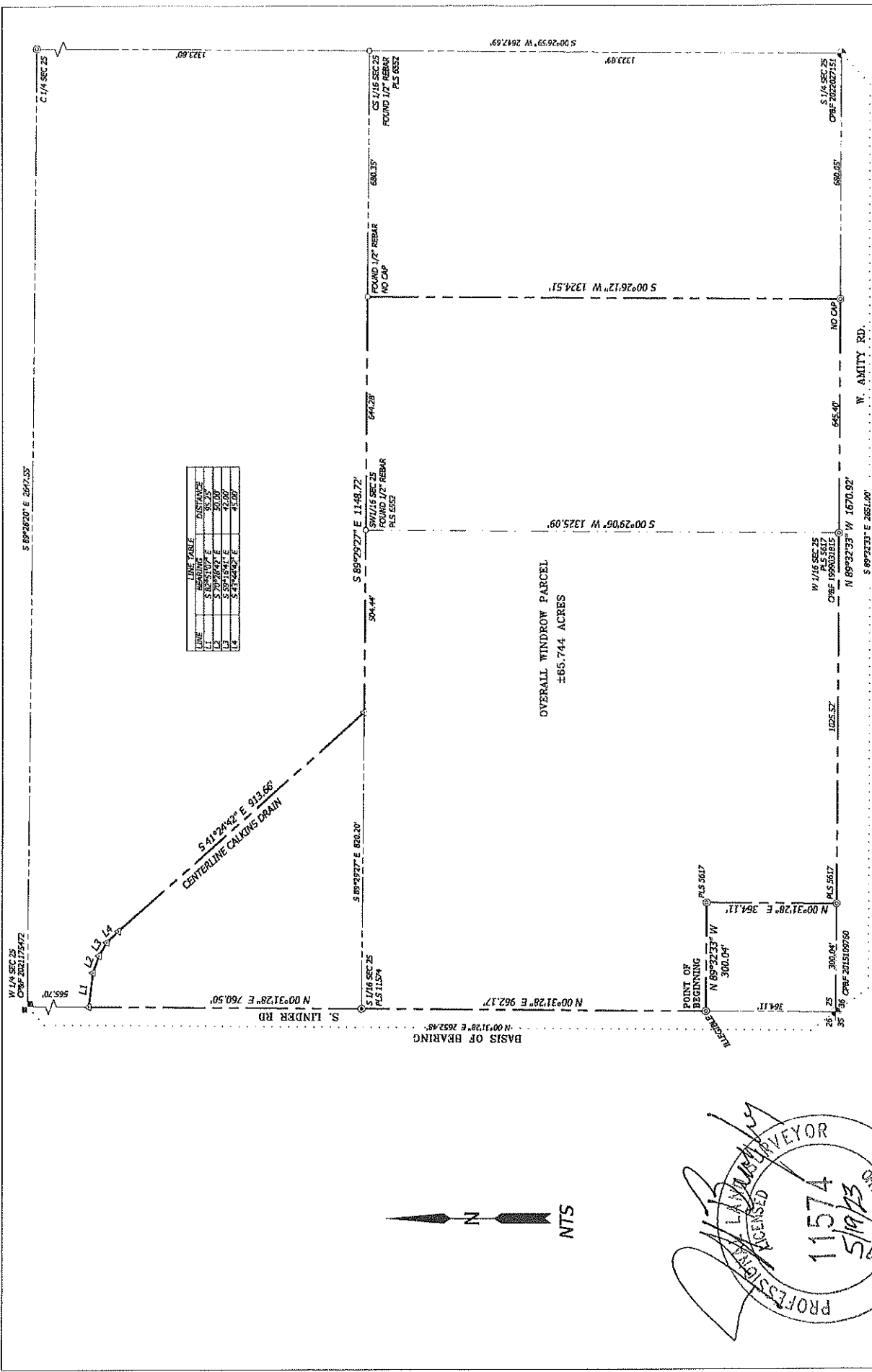
Thence leaving said south line, N. 0°31'28" E., parallel with said west line, 364.11 feet to a 5/8" rebar/cap PLS 5617;

Thence N. 89°32'33" W., parallel with said south line, 300.04 feet to the **POINT OF BEGINNING**.

Said parcel contains 65.744 more or less.



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LINE	BEARING	DISTANCE
1	S 89° 29' 27\"	1148.72
2	S 89° 29' 27\"	504.44
3	S 89° 29' 27\"	504.44
4	S 89° 29' 27\"	1148.72

PROFESSIONAL SURVEYOR  
 LICENSED  
 11574  
 5/19/23  
 STATE OF IDAHO  
 JEFF BEAGLEY

DWG # 123048-EX  
 PROJECT # 123048  
 SHEET 1 OF 1  
 2030 S. WASHINGTON AVE.  
 EMMETT, ID 83617  
 P: (208) 398-8104  
 F: (208) 398-8105  

 WWW.SAWTOOTHLS.COM

OWNER/DEVELOPER:  
 CONGER  
 MANAGEMENT GROUP  
 DATE: 3/2023

PROJECT:  
 WINDROW BOUNDARY EXHIBIT  
 S1/2, SW1/4, SECTION 25  
 T. 3 N., R. 1 W., B.M.  
 ADA COUNTY, IDAHO



## EXHIBIT B



Sawtooth Land Surveying, LLC

P: (208) 398-8104 F: (208) 398-8105  
2030 S. Washington Ave., Emmett, ID 83617

### Windrow Annexation Description

**BASIS OF BEARINGS** is N.  $0^{\circ}31'28''$  E. between a found brass cap LS 737, marking the southwest corner of Section 25 and a found aluminum cap PLS 13934 marking the  $1/4$  corner common to Sections 25 and 26, T. 3 N., R. 1 W., B.M., Ada County, Idaho.

A parcel of land located in the SW $1/4$  of Section 25, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

**COMMENCING** at a brass cap marking the southwest corner of said Section 25;

Thence N.  $0^{\circ}31'28''$  E., coincident with the west line of said SW $1/4$  and the centerline of S. Linder Road, a distance of 364.11 feet to a  $5/8''$  rebar with an illegible cap and the **POINT OF BEGINNING**;

Thence continuing, N.  $0^{\circ}31'28''$  E., coincident with said west line and said centerline, 962.17 feet to a  $5/8''$  rebar/cap PLS 11574 marking the S $1/16$  corner common to Sections 25 and 26;

Thence continuing, N.  $0^{\circ}31'28''$  E., coincident with said west line and said centerline, 760.50 feet to the centerline of the Calkins Drain;

Thence leaving said west line and said centerline and coincident with said centerline of the Calkins Drain the following five (5) courses and distances:

Thence S.  $82^{\circ}51'07''$  E., 95.25 feet;

Thence S.  $70^{\circ}28'42''$  E., 50.00 feet;

Thence S.  $59^{\circ}16'41''$  E., 42.00 feet;

Thence S.  $43^{\circ}44'42''$  E., 45.00 feet;

Thence S.  $41^{\circ}24'42''$  E., 913.66 feet to the north line of the SW $1/4$  of the SW $1/4$ ;

Thence S.  $89^{\circ}29'27''$  E., coincident with the north line of said SW $1/4$  of the SW $1/4$ , a distance of 504.44 feet to a  $1/2''$  rebar/cap PLS 6552 marking the SW $1/16$  corner of said Section 25;

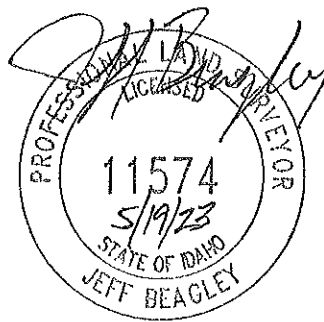
Thence S.  $0^{\circ}29'06''$  W., coincident with the east line of said SW $1/4$  of the SW $1/4$ , a distance of 1325.09 feet to a  $5/8''$  rebar/cap PLS 5617 marking the W $1/16$  corner common to Sections 25 and 36 and the centerline of W. Amity Road;

Thence N.  $89^{\circ}32'33''$  W., coincident with the south line of said SW $1/4$  of the SW $1/4$  and said centerline of W. Amity Road, 1025.52 feet to a  $5/8''$  rebar/cap PLS 5617;

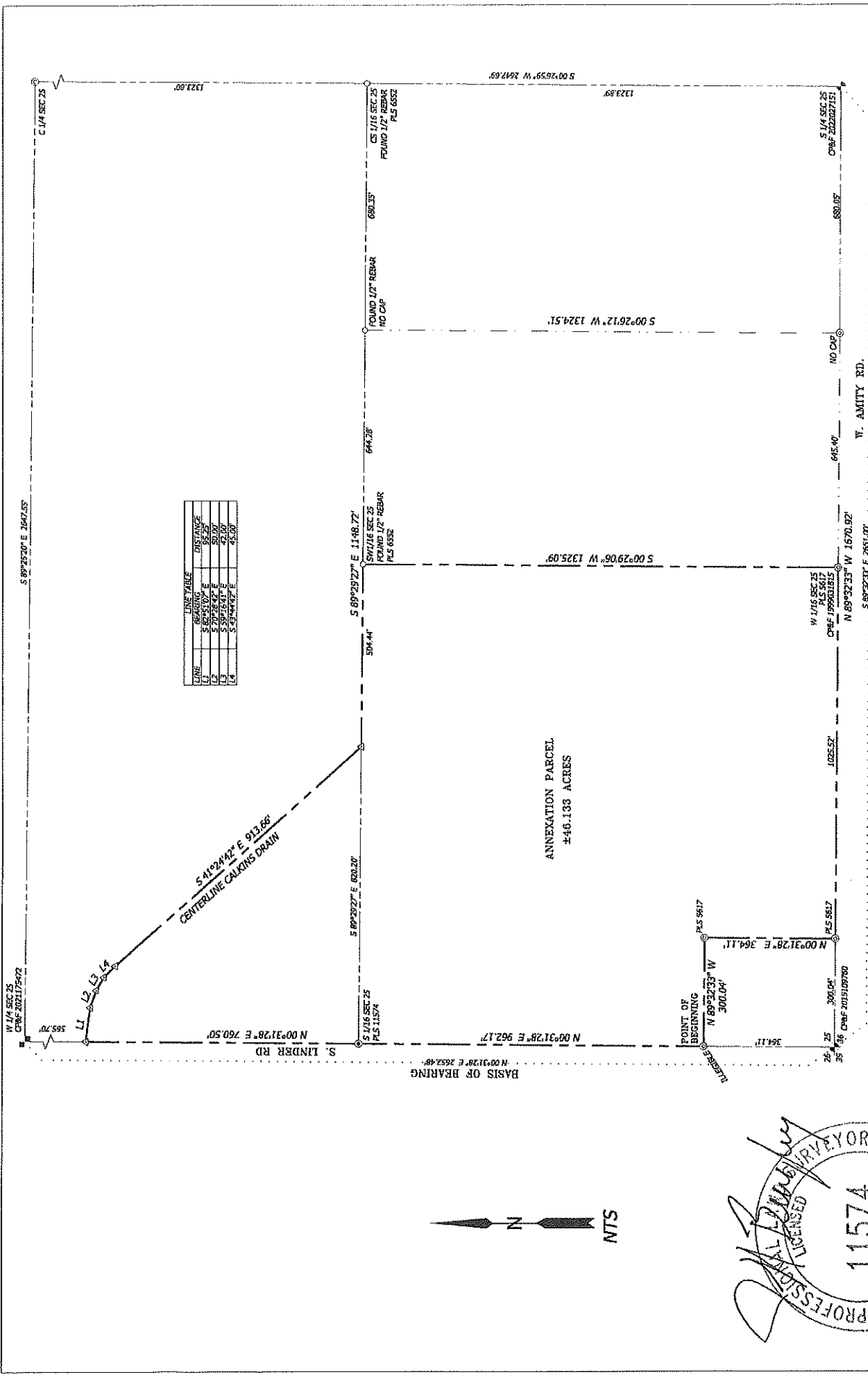
Thence leaving said south line and said centerline, N. 0°31'28" E., parallel with said west line, 364.11 feet to a 5/8" rebar/cap PLS 5617;

Thence N. 89°32'33" W., parallel with said south line, 300.04 feet to the **POINT OF BEGINNING**.

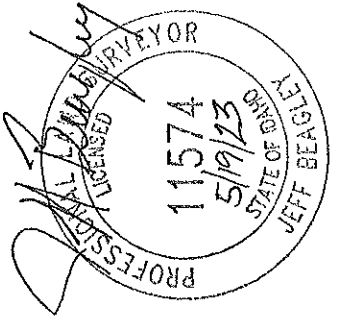
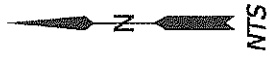
Said parcel contains 46.133 more or less.



LB



LINE	BEARING	DISTANCE
1	S 89°29'27\"/>	
2	S 70°28'42\"/>	
3	S 59°15'41\"/>	
4	S 43°44'42\"/>	



<p><b>PROJECT:</b>          WINDROW ANNEXATION EXHIBIT          SW1/4, SW1/4, SECTION 25          T. 3 N., R. 1 W., B.M.          ADA COUNTY, IDAHO</p>	<p><b>OWNER/DEVELOPER:</b>          CONGER          MANAGEMENT GROUP</p>	<p><b>DWG #</b> 123048-EX</p> <p><b>PROJECT #</b> 123048</p> <p><b>SHEET</b> 1 OF 1</p>
		<p>2030 S. WASHINGTON AVE.          EMMETT, ID 83617          P: (208) 398-8104          F: (208) 398-8105</p> <p>WWW.SAWTOOTHLS.COM</p>
<p><b>DATE:</b> 5/2023</p>		

EXHIBIT C



Sawtooth Land Surveying, LLC

P: (208) 398-8104 F: (208) 398-8105  
2030 S. Washington Ave., Emmett, ID 83617

Windrow East Rezone Description

**BASIS OF BEARINGS** is N. 0°31'28" E. between a found brass cap LS 737, marking the southwest corner of Section 25 and a found aluminum cap PLS 13934 marking the 1/4 corner common to Sections 25 and 26, T. 3 N., R. 1 W., B.M., Ada County, Idaho.

A parcel of land located in the SE1/4 of the SW1/4 of Section 25, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

**COMMENCING** at a brass cap marking the southwest corner of said Section 25;

Thence S. 89°32'33" E., coincident with the south line of said SW1/4 and the centerline of W. Amity Road, 1325.56 feet to a 5/8" rebar/cap PLS 5617 marking the W1/16 corner common to Sections 25 and 36 and the **POINT OF BEGINNING**;

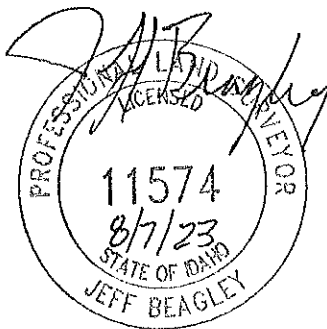
Thence leaving said south line and said centerline, N. 0°29'06" E., coincident with the west line of said SE1/4 of the SW1/4, a distance of 1325.09 feet to a 1/2" rebar/cap PLS 6552 marking the SW1/16 corner of said Section 25;

Thence S. 89°29'27" E., coincident with the north line of said SE1/4 of the SW1/4, a distance of 644.28 feet to a 1/2" rebar/no cap;

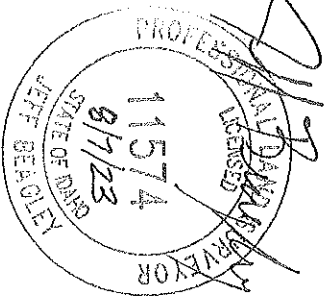
Thence leaving said north line, S. 0°26'12" W., 1324.51 feet to a 5/8" rebar/no cap on said south line and said centerline;

Thence N. 89°32'33" W., coincident with said south line and said centerline, 645.40 feet to the **POINT OF BEGINNING**.

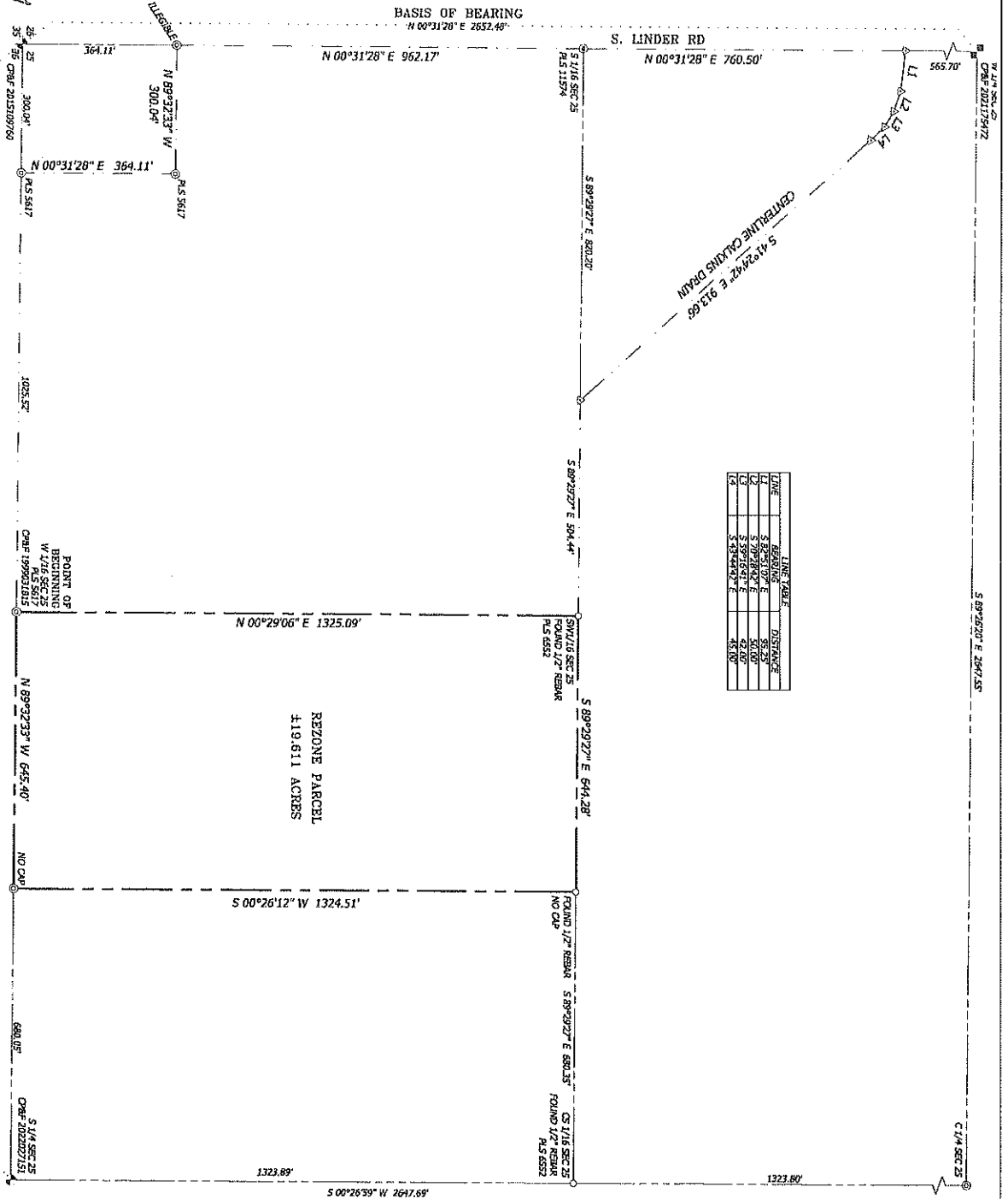
Said parcel contains 19.611 acres more or less.



LB



BASIS OF BEARING  
N 00°31'28" E 2652.49'




LINE	ASSIGNING	DISTANCE
L1	S 89°29'27" E	58.23'
L2	S 70°28'42" E	50.00'
L3	S 37°48'43" E	48.00'

PROJECT:  
WINDROW EAST  
REZONE EXHIBIT  
SW1/4, SW1/4, SECTION 25  
T. 3 N., R. 1 W., B.M.  
ADA COUNTY, IDAHO

OWNER/DEVELOPER:  
CONGER  
MANAGEMENT GROUP

DATE:  
8/2023

  
SAWTOOTH  
Land Surveying, LLC  
2030 S. WASHINGTON AVE.  
EMMETT, ID 83617  
P: (208) 398-8104  
F: (208) 398-8105  
WWW.SAWTOOTHLS.COM

DWG #  
123048-EX

PROJECT #  
123048

SHEET  
1 OF 1

5

# EXHIBIT D

**CITY OF MERIDIAN  
FINDINGS OF FACT, CONCLUSIONS OF LAW  
AND DECISION & ORDER**



**In the Matter of the Request for Annexation, Rezone, Preliminary Plat, and Modification of the existing Development Agreement (H-2015-0019 – Inst. #2016-007443) consisting of 252 single-family residential building lots and 40 common lots on 65.10 acres in the proposed R-8 zoning district, by Conger Group.**

**Case No(s). H-2023-0031**

**For the City Council Hearing Date of: September 26, 2023 (Findings on October 17, 2023)**

**A. Findings of Fact**

1. Hearing Facts (see attached Staff Report for the hearing date of September 26, 2023, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of September 26, 2023, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of September 26, 2023, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of September 26, 2023, incorporated by reference)

**B. Conclusions of Law**

1. The City of Meridian shall exercise the powers conferred upon it by the “Local Land Use Planning Act of 1975,” codified at Chapter 65, Title 67, Idaho Code (I.C. §67-6503).
2. The Meridian City Council takes judicial notice of its Unified Development Code codified as Title 11 Meridian City Code, and all current zoning maps thereof. The City of Meridian has, by ordinance, established the Impact Area and the Comprehensive Plan of the City of Meridian, which was adopted December 17, 2019, Resolution No. 19-2179 and Maps.
3. The conditions shall be reviewable by the City Council pursuant to Meridian City Code § 11-5A.
4. Due consideration has been given to the comment(s) received from the governmental subdivisions providing services in the City of Meridian planning jurisdiction.
5. It is found public facilities and services required by the proposed development will not impose expense upon the public if the attached conditions of approval are imposed.
6. That the City has granted an order of approval in accordance with this Decision, which shall be signed by the Mayor and City Clerk and then a copy served by the Clerk upon the applicant, the Community Development Department, the Public Works Department and any affected party requesting notice.

7. That this approval is subject to the Conditions of Approval all in the attached Staff Report for the hearing date of September 26, 2023, incorporated by reference. The conditions are concluded to be reasonable and the applicant shall meet such requirements as a condition of approval of the application.

#### C. Decision and Order

Pursuant to the City Council's authority as provided in Meridian City Code § 11-5A and based upon the above and foregoing Findings of Fact which are herein adopted, it is hereby ordered that:

1. The applicant's request for Annexation, Rezone, Preliminary Plat, and Development Agreement Modification is hereby approved per the conditions of approval in the Staff Report for the hearing date of September 26, 2023, attached as Exhibit A.

#### D. Notice of Applicable Time Limits

##### Notice of Preliminary Plat Duration

Please take notice that approval of a preliminary plat, combined preliminary and final plat, or short plat shall become null and void if the applicant fails to obtain the city engineer's signature on the final plat within two (2) years of the approval of the preliminary plat or the combined preliminary and final plat or short plat (UDC 11-6B-7A).

In the event that the development of the preliminary plat is made in successive phases in an orderly and reasonable manner, and conforms substantially to the approved preliminary plat, such segments, if submitted within successive intervals of two (2) years, may be considered for final approval without resubmission for preliminary plat approval (UDC 11-6B-7B).

Upon written request and filed by the applicant prior to the termination of the period in accord with 11-6B-7.A, the Director may authorize a single extension of time to obtain the City Engineer's signature on the final plat not to exceed two (2) years. Additional time extensions up to two (2) years as determined and approved by the City Council may be granted. With all extensions, the Director or City Council may require the preliminary plat, combined preliminary and final plat or short plat to comply with the current provisions of Meridian City Code Title 11. If the above timetable is not met and the applicant does not receive a time extension, the property shall be required to go through the platting procedure again (UDC 11-6B-7C).

##### Notice of Conditional Use Permit Duration

Please take notice that the conditional use permit, when granted, shall be valid for a maximum period of two (2) years unless otherwise approved by the City. During this time, the applicant shall commence the use as permitted in accord with the conditions of approval, satisfy the requirements set forth in the conditions of approval, and acquire building permits and commence construction of permanent footings or structures on or in the ground. For conditional use permits that also require platting, the final plat must be signed by the City Engineer within this two (2) year period.

Upon written request and filed by the applicant prior to the termination of the period in accord with 11-5B-6.G.1, the Director may authorize a single extension of the time to commence the use not to exceed one (1) two (2) year period. Additional time extensions up to two (2) years as

determined and approved by the City Council may be granted. With all extensions, the Director or City Council may require the conditional use comply with the current provisions of Meridian City Code Title 11(UDC 11-5B-6F).

#### Notice of Development Agreement Duration

The city and/or an applicant may request a development agreement or a modification to a development agreement consistent with Idaho Code section 67-6511A. The development agreement may be initiated by the city or applicant as part of a request for annexation and/or rezone at any time prior to the adoption of findings for such request.

A development agreement may be modified by the city or an affected party of the development agreement. Decision on the development agreement modification is made by the city council in accord with this chapter. When approved, said development agreement shall be signed by the property owner(s) and returned to the city within six (6) months of the city council granting the modification.

A modification to the development agreement may be initiated prior to signature of the agreement by all parties and/or may be requested to extend the time allowed for the agreement to be signed and returned to the city if filed prior to the end of the six (6) month approval period.

#### E. Judicial Review

Pursuant to Idaho Code § 67-6521(1)(d), if this final decision concerns a matter enumerated in Idaho Code § 67-6521(1)(a), an affected person aggrieved by this final decision may, within twenty-eight (28) days after all remedies have been exhausted, including requesting reconsideration of this final decision as provided by Meridian City Code § 1-7-10, seek judicial review of this final decision as provided by chapter 52, title 67, Idaho Code. This notice is provided as a courtesy; the City of Meridian does not admit by this notice that this decision is subject to judicial review under LLUPA.

#### F. Notice of Right to Regulatory Takings Analysis

Pursuant to Idaho Code §§ 67-6521(1)(d) and 67-8003, an owner of private property that is the subject of a final decision may submit a written request with the Meridian City Clerk for a regulatory takings analysis.

#### G. Attached: Staff Report for the hearing date of September 26, 2023



By action of the City Council at its regular meeting held on the 17th day of October, 2023.

COUNCIL PRESIDENT BRAD HOAGLUN VOTED AYE

COUNCIL VICE PRESIDENT JOE BORTON VOTED \_\_\_\_\_

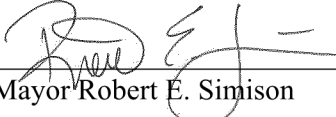
COUNCIL MEMBER JESSICA PERREAULT VOTED AYE

COUNCIL MEMBER LUKE CAVENER VOTED AYE

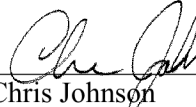
COUNCIL MEMBER JOHN OVERTON VOTED AYE


COUNCIL MEMBER LIZ STRADER VOTED AYE

MAYOR ROBERT SIMISON VOTED \_\_\_\_\_  
(TIE BREAKER)

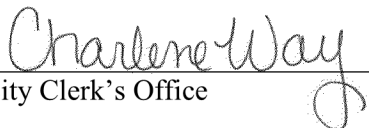
  
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Mayor Robert E. Simison 10-17-2023

Attest:

  
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Chris Johnson 10-17-2023  
City Clerk



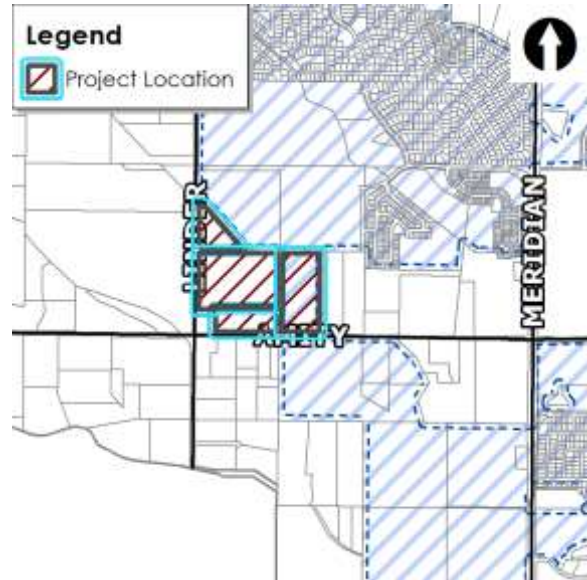
Copy served upon Applicant, Community Development Department, Public Works Department and City Attorney.

By:  Dated: 10-17-2023  
City Clerk's Office

**STAFF REPORT**  
**COMMUNITY DEVELOPMENT DEPARTMENT**



HEARING DATE: 9/26/2023  
 TO: Mayor & City Council  
 FROM: Stacy Hersh, Associate Planner  
 208-884-5533  
 SUBJECT: Windrow Neighborhood  
[H-2023-0031](#)  
 LOCATION: Located at the NEC of S. Linder Road and W. Amity Road in the SW ¼ of Section 25, Township 3N, Range 1W (Parcels #S1225347078, #S1225325700, #S1225336520, #S1225336505).



**I. PROJECT DESCRIPTION**

Request for Annexation of approximately 46.133 acres of land from RUT in Ada County to the R-8 zoning district;

- Rezone of 19.62 acres from the R-4 zoning district to the R-8 zoning district;
- Preliminary Plat consisting of 252 single-family residential building lots and 40 common lots on 65.10 acres in the proposed R-8 zoning district; and
- Modification of the existing Development Agreement (DA) (H-2015-0019 - Inst. #2016-007443) for the purpose of creating a new DA to develop the proposed residential subdivision (Note: The MDA application requires Council action only).

**II. SUMMARY OF REPORT**

A. Project Summary

Description	Details	Page
Acreage	AZ – 46.133 acres; RZ – 19.62; PP – 65.10 acres;	
Future Land Use Designation	Medium Density Residential (MDR, 3-8 du/ac)	
Existing Land Use(s)	County and City residences and several outbuildings	
Proposed Land Use(s)	Detached Single-family Residential	
Lots (# and type; bldg./common)	292 total lots – 251 residential building lots, 1 existing home, and 40 common lots	
Phasing Plan (# of phases)	Proposed as five (5) phases	
Number of Residential Units	252 single-family units	
Density	Gross – 3.87 du/ac.	

Description	Details	Page
Open Space (acres, total [%]/buffer/qualified)	Approximately 10.39 acres of open space proposed (approximately 16 %)	
Amenities	Four (4) qualifying amenities are proposed, totaling 15.5 amenity points – Large Dog Park, Neighborhood Park with a play structure, climbing dome, seating areas w/shelter, other open green space with picnic areas, and multi-use pathway segments.	
Physical Features (waterways, hazards, flood plain, hillside)	The Calkins Lateral and Carlson Lateral bisect the site	
Neighborhood meeting date	March 30, 2023	
History (previous approvals)	South Meridian Annexation H-2015-0019, Development Agreement Inst. 2016-007443	

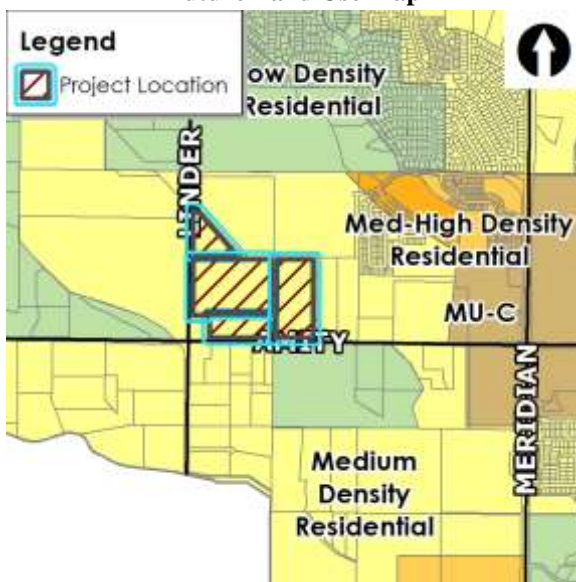
### B. Community Metrics

Description	Details	Page
Ada County Highway District		
<ul style="list-style-type: none"> <li>Staff report (yes/no)</li> <li>Requires ACHD Commission Action (yes/no)</li> </ul>	<p>Yes</p> <p>No</p>	
Access (Arterial/Collectors/State Hwy/Local) (Existing and Proposed)	Access is proposed via S. Linder Road, an existing arterial along the entire west boundary and via W. Amity Road, an existing arterial street along the entire southern boundary of the property.	
Stub Street/Interconnectivity/Cross Access	No existing stub streets. Applicant is proposing five stub streets with this project; two to the east/west for Street B, one to the east for Street K, one to the east for Street O, and one to the north for Street P.	
Existing Road Network	No	
Capital Improvements Plan/Integrated Five Year Work Plan	<p><b>Capital Improvements Plan (CIP)/ Integrated Five Year Work Plan (IFYWP):</b></p> <ul style="list-style-type: none"> <li>Linder Road is listed in the CIP to be widened to 3-lanes from Victory Road to Amity Road between 2036 and 2040.</li> <li>The intersection of Linder Road and Amity Road is listed in the CIP to be reconstructed as a dual lane roundabout with a westbound right-turn bypass lane with 4-lanes on the north leg, 4-lanes on the south, 4-lanes on the east, and 4-lanes on the west leg between 2036 and 2040.</li> <li>Victory Road is scheduled in the IFYWP to be widened to 3-lanes from Linder Road to Meridian Road with the design year in 2026 and the construction date has not been determined.</li> <li>The intersection of Linder Road and Victory Road is listed in the CIP to be reconstructed as a single-lane roundabout between 2036 and 2040.</li> <li>The intersection of Amity Road/SH-69 is listed in the CIP to be widened to 6-lanes on the north leg, 6-lanes on the south, 7-lanes on the east, and 7-lanes on the west leg and signalized between 2031 and 2035.</li> </ul>	
Fire Service		
<ul style="list-style-type: none"> <li>Distance to Fire Station</li> <li>Fire Response Time</li> <li>Accessibility</li> </ul>	<p>2.2 miles from Fire Station #6</p> <p>The project currently lies <i>outside</i> of the Meridian Fire response time goal of 5 minutes. <b>This project currently falls in an area where we don't have total response times that meet NFPA 1710 standards or the current city of Meridian adopted standards.</b></p> <p>Proposed project meets all required road widths and turnaround dimensions as presented in the preliminary plat. Any changes shall require Fire Department approval if any roadways or accesses are changed. The shared drives shall have an address sign at each entrance and the roadways shall be maintained 365 days a year for Fire, EMS, and Police responses. The ends of the common driveways shall be signed "No Parking Fire Lane"</p>	

Description	Details	Page
	per Appendix D of the 2018 IFC and ACHD sign standards. A phasing plan was submitted and approved by the Fire Department. Any changes to this plan shall be approved by the Fire Code Official or his designee.	
Water & Wastewater		
<ul style="list-style-type: none"> <li data-bbox="168 396 410 426">Impacts/Concerns</li> </ul>	<a href="#">See Public Works Site Specific Conditions in Section VIII.</a>	

C. Project Area Maps

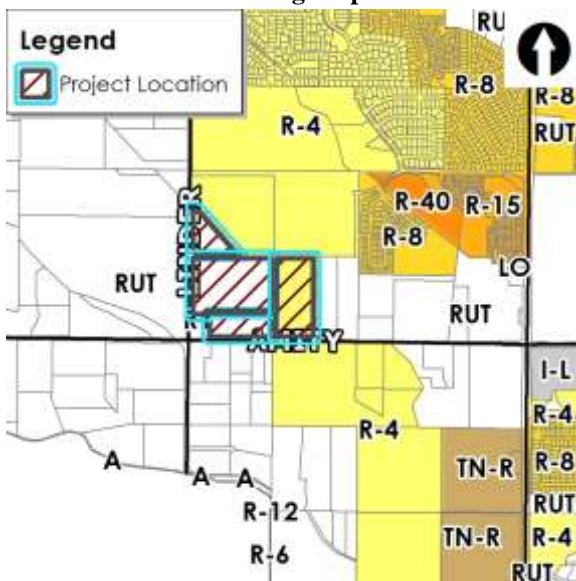
Future Land Use Map



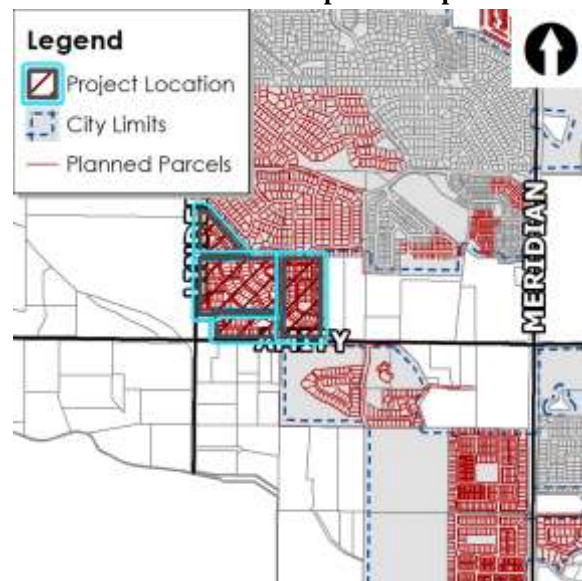
Aerial Map



Zoning Map



Planned Development Map



**III. APPLICANT INFORMATION**

**A. Applicant:**

Laren Bailey, Conger Group – 4824 W. Fairview Avenue, Boise, ID 83706

**B. Property Owner:**

Open Door Rentals, LLC– 1977 E. Overland Road, Meridian, ID 83642

**C. Representative:**

Same as Applicant

**IV. NOTICING**

	<b>Planning &amp; Zoning Posting Date</b>	<b>City Council Posting Date</b>
Newspaper Notification	8/16/2023	9/10/2023
Radius notification mailed to properties within 500 feet	8/11/2023	9/8/2023
Site Posting	8/25/2023	9/12/2023
Nextdoor posting	8/07/2023	9/11/2023

**V. COMPREHENSIVE PLAN ANALYSIS**

**LAND USE:** This property is designated as Medium Density Residential (MDR) on the Future Land Use Map (FLUM) contained in the [Comprehensive Plan](#). This designation allows for dwelling units at gross densities of 3 to 8 dwelling units per acre.

The subject property spans a total of 65.10 acres, with 19.967 acres already annexed as Medium-Density Residential (R-4) containing an existing home. The remaining 46.133 is proposed to be annexed with R-8 zoning. Currently, the subject site abuts an R-4 zoning district to the north, while the east, west, and part of the south are occupied by county residential not yet annexed into the City of Meridian. To the south, there is Medium-Density Residential (R-4), which is included as part of the South Meridian Annexation. The subject property is designated as Medium Density Residential on the future land use map consistent with the approved Brundage Estates Subdivision to the north. The Applicant proposes a 251-lot subdivision for single-family residential detached homes and one (1) existing home to remain at a gross density of 3.87 units per acre, which is within the desired density range of the MDR designation.

**TRANSPORTATION:** The Master Street Map (MSM) does not depict any collector streets across this property. South Linder Road along the western boundary of this site is designated as a residential arterial street and is listed in the ACHD CIP to be widened from 2-lanes (one in each direction) with no curb, gutter or sidewalk to 3-lanes between 2036 and 2040. West Amity Road is currently improved with 2 travel lanes (one in each direction) and has no curb, gutter or sidewalk. The intersection of Linder Road and Amity Road is listed in the CIP to be reconstructed as a dual lane roundabout with a westbound right-turn bypass lane with 4-lanes on the north leg, 4-lanes on the south, 4-lanes on the east, and 4-lanes on the west leg between 2036 and 2040.

**Goals, Objectives, & Action Items:** Staff finds the following Comprehensive Plan policies to be applicable to this application and apply to the proposed use of this property (staff analysis in *italics*):

- “Establish and maintain levels of service for public facilities and services, including water, sewer, police, transportation, schools, fire, and parks” (3.02.01G).

*City water & sewer are currently available directly adjacent to this site. Public Works has discussed the requirements and outlined the path to receiving services in the Public Works specific conditions in Section VIII.B. Fire Station #6 will be within 2.2 miles of the project and the project will be located in an area where the Fire Department does not have a total of response times that meet the standards or current City of Meridian adopted standards.*

- “Encourage a variety of housing types that meet the needs, preferences, and financial capabilities of Meridian's present and future residents.” (2.01.02D).

*The proposed medium-density single-family detached homes will contribute to the variety of residential categories in the City by adding a diverse range of housing sizes and price points.*

- “With new subdivision plats, require the design and construction of pathways connections, easy pedestrian and bicycle access to parks, safe routes to schools, and the incorporation of usable open space with quality amenities.” (2.02.01A).

*The proposed plat depicts a total of 10.39 acres (or 16.0%) of qualified open space, much of which is usable, and quality amenities consisting of a large dog park, neighborhood park (swings, play structure, climbing dome, seating areas, additional pathway), 10' wide regional pathways, and shade structures with picnic area. A future City park is planned approximately a half mile northeast of the proposed development. Because this site is located in a rural area, there are no sidewalks along S. Linder Rd. or W. Amity Road to provide pedestrian and bicycle access. For this reason, Staff recommends the detached 10-foot wide sidewalk along the project's entire frontage adjacent to S. Linder Rd. and W. Amity Rd. to be installed with the first phase of development.*

- “Coordinate with developers, irrigation districts, and drainage entities to implement the proposed pathway network along canals, ditches, creeks, laterals, and sloughs.” (3.08.02B).

*The Applicant is proposing a segment of pathway along the Calkins Lateral consistent with the Pathways Master Plan.*

- “Provide options for passive recreational opportunities not typically supplied by parks and facilities such as jogging, walking, and bicycling.” (4.04.01B). *The applicant is proposing micro-paths within the large central open space that have efficient access to the proposed regional pathway network around the perimeter of the project creating ample opportunity for these passive recreational elements.*
- “Annex lands into the corporate boundaries of the City only when the annexation proposal conforms to the City's vision and the necessary extension of public services and infrastructure are provided.” (3.03.03)

*The proposed development plan is consistent with the City's vision in terms that medium-density residential uses are proposed; however, only one housing type is proposed rather than a mix of housing types as desired. Public services and infrastructure are proposed to be provided.*

- “Provide options for passive recreational opportunities not typically supplied by parks and facilities, such as jogging, walking, and bicycling.” (4.04.01A).

*The extensive pathway system proposed within the Windrow Development will provide for recreational opportunities such as jogging, walking, and bicycling. The Windrow Neighborhood will also provide for passive recreational activities such as nature and wildlife viewing within attractively landscaped areas that will create a calming and relaxing sense of place.*

- “Slow the outward progression of the City's limits by discouraging fringe area development; encourage development of vacant or underutilized parcels currently within City limits.” (4.05.03B)

*The proposed project is in the City's "fringe" area; therefore, it may not be a priority area for extension of City services and development, because there are still vacant entitled properties to the north yet to be developed.*

**Staff finds the aforementioned analysis and policies in general make the project consistent with the Comprehensive Plan.**

## **VI. STAFF ANALYSIS**

### **A. ANNEXATION (AZ) :**

The Applicant proposes to annex 46.133-acres of land with an R-8 zoning district. A legal description and exhibit map for the annexation area is included in Section VIII.A. This property is contiguous to City annexed land to the north and south and within the City's Area of City Impact boundary. The City may require a development agreement (DA) in conjunction with an annexation pursuant to Idaho Code section 67-6511A.

### **B. REZONE (RZ):**

When a portion of the property was annexed into the City of Meridian in 2015 it was zoned R-4 to help delineate that this property would be developed as residential. The Development Agreement that was created as part of this original annexation dictated that the City would have services available as soon as possible and the first Rezone application would be free of charge. This stipulation regarding a Rezone application was made because the annexation was City initiated and the property had no concept plan or specific development planned at the time of annexation; the City understood future development may not match the existing zoning and gave future applicants the opportunity to propose a different zone with redevelopment of the property. A legal description and exhibit map for the rezone area is also included in Section VIII.A.

A preliminary plat and conceptual building elevations were submitted showing how the property is proposed to be subdivided and developed with 251 single-family detached dwelling units, one (1) existing residential home is to remain, and 40 common lots at a gross density of 3.87 units per acre (see Sections VIII.B, H). The proposed use and density of the development is consistent with the MDR FLUM designation.

### **C. DEVELOPMENT AGREEMENT MODIFICATION (MDA):**

The Applicant proposes a modification to the existing Development Agreement (DA) (Inst. [#2016-007443](#)) for the purpose of creating a new Development Agreement to develop the proposed residential subdivision.

The DA will be tied to the submitted preliminary plat and be required to develop the property per the submitted plans and proposed housing types.

Staff finds the proposed project and the requested applications to be generally consistent with the future land use designations within this project site.

**As a provision of the new DA, Staff recommends the property located at 1100 W. Amity Road no longer be subject to the terms of DA Inst. #2016-007443 (South Meridian H-2015-0019) and be subject to the terms of the new DA. The Applicant has provided a legal description and exhibit map encompassing the entire project boundary that will be governed by the new DA included in Section VIII.B.**

### **D. PRELIMINARY PLAT (PP):**

The proposed preliminary plat consists of 251 building lots, one (1) existing home, and 40 common lots on 65.10-acres in the proposed R-8 zoning district. Proposed lots range in size

from 4,725 to 10,000 square feet (s.f.) (or 0.11 to 0.23 acres). The proposed gross density of the subdivision is 3.87 units per acre. The subdivision is proposed to develop in six phases as shown in Section VIII.C.

***The Applicant is proposing six (6) phases within this development: Phases 1-4 are situated to the west of the Calkins Lateral, while Phases 5-6 are located to the east of the Calkins Lateral. Staff recommends that the main entrance from S. Linder Rd. and the main entrance via W. Amity Rd. be constructed with the first phase of development. Furthermore, the first phase of development should encompass the construction of both the 10' detached sidewalks and the entire street buffers along the frontage of S. Linder Rd. and W. Amity Road. Staff believes that the construction of the multi-use pathway along the Calkins Lateral should take place during Phase four (4) instead of waiting until Phase Six (6). This modification aims to provide an extra amenity to the neighborhood at an earlier stage. Staff generally supports the phasing plan; however, the Applicant should provide a revised color phasing plan in addition to the proposed fire phasing plan in Section VIII.F prior to the City Council Hearing.***

**Existing Structures/Site Improvements:** According to GIS imagery, there are existing homes and other outbuildings adjacent to Linder Road and Amity Road that will be removed upon development of Windrow Neighborhood. An existing home on Lot 1, Block 10 is proposed to remain. No other site improvements are known. **All existing structures that do not conform to the setbacks of the district are required to be removed with the first phase of development, as proposed.**

**Dimensional Standards (UDC 11-2):** The proposed plat and subsequent development are required to comply with the dimensional standards listed in UDC [Table 11-2A-6](#) for the R-8 zoning district. **The proposed preliminary plat appears to comply with the dimensional standards of the district.**

**Access (UDC 11-3A-3):** Two (2) arterial streets (S. Linder Road and W. Amity Road) and one (1) temporary emergency-only access is proposed via S. Linder Rd. and a secondary emergency connection is proposed across the northern end of the Calkins Lateral; one (1) stub street is proposed to the north and west and three (3) stub streets are proposed at the east boundary of the site for future extension in accord with UDC 11-3A-3. Each phase of development is proposed to have two (2) accesses for emergency services; the main entrance from S. Linder Rd. and the main entrance via W. Amity Rd. shall be constructed with the first phase of development. The proposed emergency access plan was approved by the Fire Department in Section VIII.F. ***As noted above, staff recommends the main entrance from S. Linder Rd. be constructed with the first phase to eliminate the need for the temporary emergency access as proposed by the applicant.***

Currently, Amity Road is improved with 2-travel lanes and no curb, gutter or sidewalk abutting the site and Linder Road is improved with 2-travel lanes and no curb, gutter or sidewalk abutting the site. Linder Road is listed in ACHD's Capital Improvements Plan (CIP) to be widened to 3-lanes from Victory Road to Amity Road between 2036 and 2040. The intersection of Linder Road and Amity Road is listed on the CIP to be constructed as a dual lane roundabout with a westbound right-turn bypass lane with 4-lanes on the north leg, 4-lanes on the south, 4-lanes on the east, and 4-lanes on the west leg between 2036 and 2040. Based on the ACHD Staff report findings concerning the traffic impact study (TIS), the Applicant is advised to construct specific turn lanes at site Access A and site Access B to mitigate traffic concerns. For site Access A on Linder Road, a southbound center left-turn lane and a northbound temporary right-turn lane are recommended per ACHD's specification. For site Access B on Amity Road, an eastbound center left-turn lane and a westbound temporary right-turn lane are recommended per ACHD's specifications. These measures should be implemented as alternative mitigation until the



roadways are widened. Additionally, ACHD's Staff comments/recommendations regarding the proposed street sections within this development indicate that Street K and Street O do not conform to ACHD's District policy. Therefore, the Applicant is required to construct these streets as 33-foot wide street sections. These streets are to be designed in such a way that they stub to adjacent parcels and can be extended in the future (see snapshot of ACHD's recommendations below).

**d. Staff Comments/Recommendations:** The applicant's proposal for Street A, Street B, Street C, Street D, Street E, Street F, Street G, Street H, Street J, Street L, Street M, Street N, and Street P meets District policy and should be approved, as proposed.

The applicant's proposal for Street K and Street O does not meet District policy. The applicant should be required to construct Street K and Street O as 33-foot street sections as they stub to adjacent parcels and will be extended in the future.

The applicant's proposal to construct the entrances of Street A and Street H as 52-foot street sections with a 10-foot wide landscape median and two 21-foot lanes meets District policy and should be approved, as proposed. The applicant should be required to plat the landscape medians as right-of-way owned by ACHD. The applicant or future home-owners association should enter into a license agreement with ACHD if landscaping is desired within the island.

Parking is allowed on one side of a reduced width street (Streets C, D, E, F, G, M, N, O). The applicant should be required to install "NO PARKING" signs on one side of all reduced width streets and on both sides of Street H. The applicant should be required to coordinate a signage program with District Development Review staff.

The applicant's proposal for four cul-de-sac turnarounds meets District policy and should be approved, as proposed. The cul-de-sac turnarounds should be constructed with a minimum radius of 50-feet.

The Applicant should re-design Street A, Street B, Street C, Street J, Street L, Street M, and Street O to be less than 750-feet in length or provide traffic calming design elements approved by ACHD Traffic Services. Staff recommends that the Applicant submit a revised preliminary plat showing the redesigned roadways for review and approval prior to plan approval and ACHD's signature on the first final plat. Furthermore, ACHD is requiring the Applicant to have approved plans for the crossing of Calkins Lateral (Street A) prior to the pre-construction meeting and final plat approval. **Staff recommends that the Applicant comply with ACHD's conditions of approval.**

**Subdivision Design and Improvement Standards (UDC [11-6C-3](#)):** Development of the subdivision is required to comply with the subdivision design and improvement standards listed in UDC 11-6C-3, including but not limited to streets, common driveways and block face.

There are three (3) common driveways proposed; such driveways should be constructed in accord with the standards listed in UDC 11-6C-3D. ***A perpetual ingress/egress easement shall be filed with the Ada County Recorder or a note added to the final plat that contains a common driveway, which shall include a requirement for maintenance of a paved surface capable of supporting fire vehicles and equipment. An exhibit was submitted with the application that depicts the setbacks, fencing, building envelope, and orientation of the lots and structures accessed via the common driveway (See Section VIII.G). If a property abuts a common driveway but has the required minimum street frontage and is taking access via the public street, the driveway should be depicted on the opposite side of the shared property line from the common driveway. Address signage should be provided at the public street for homes accessed via common driveways for emergency wayfinding purposes. Staff concludes that the common driveway exhibit submitted appears to satisfy the UDC code requirements.***

Block length is required to comply with the standards listed in UDC 11-6C-3F. Block faces should not exceed 750' in length without an intersecting street or alley unless a pedestrian connection is provided, then the block face may be extended up to 1,000' in length. In accordance with UDC 11-6C-3F.4, a block face should not exceed 1,200 feet, unless a waiver is granted by the City Council. In certain cases, as specified in section (F)(3) of this regulation, traffic calming measures may be necessary for blocks that surpass 1,000 feet in length. *Staff finds that Street A, Street B, Street C, and Street M each include a pedestrian connection that meets the conditions outlined in UDC 11-6C-3F as stated above. Staff has determined that Street L should incorporate a pedestrian connection located within Block 11 that connects to the east to break up the block length. The Applicant has initially proposed a block length of 1,229 feet for Street "J" in Section VIII.H; however, upon verifying the measurement, Staff found that Street "J" actually exceeds a length of 1,800 feet. The Applicant is seeking a Council Waiver for the block length. However, Staff believes in order for the Council to grant the waiver, the Applicant should extend a public street across the northern edge of the Calkins Lateral in the location where the emergency access is proposed. This topic was discussed during the pre-application meeting. The applicant has indicated that the irrigation district wants to limit the number of crossings over the lateral however, staff doesn't have any written documentation of such a request. Staff recommends that the applicant provide written documentation from the irrigation provider stating that another public street connection is not desired prior to the City Council hearing. Moreover, to help reduce traffic speeds, the design of Street "J" incorporates curves, however, the applicant should still incorporate traffic calming measures as required by ACHD and UDC11-6C-3F. Further, Staff recommends that the Applicant incorporate an additional pedestrian connection and pedestrian bridge over the Calkins Lateral from the north side of this road through Lot 46 or Lot 47, Block 7 to align with the cul-de-sac. Incorporating an additional pedestrian bridge in the center of the development enhances accessibility to the open space and amenities within the area. If the applicant doesn't want to extend the road and install the additional open space and pedestrian bridge as recommended, the block length for street "J" should not exceed 750 feet as required by the UDC.*

**Parking (UDC [11-3C](#)):** Off-street parking is required to be provided in accord with the standards listed in [UDC Table 11-3C-6](#) for single-family dwellings based on the number of bedrooms per unit. Staff will confirm compliance for single-family dwellings based on the number of bedrooms per unit. Staff will confirm compliance with these standards at the time of building permit submittal for each residence.

*According to the submitted elevations, each home is proposed with a two-car garage or a three-car garage which presumes a 3 to 5-bedroom home and would require a minimum 20-foot to 3-foot wide driveway for each building lot. In addition, as discussed above, some of the streets within this development are proposed as 27-foot wide street sections which only allow parking on one side of the street instead of both sides as allowed on the standard 33-foot section. The Applicant has submitted a "Parking Plan" that illustrates an additional 428 on-street parking spaces (over 1.7 additional parking spaces per home) available for use by the residents (See Section VIII.I).*

**Sidewalks & Pathways (UDC [11-3A-17](#) & UDC [11-3A-8](#)):** 5-foot wide attached and detached sidewalks are proposed along the internal local streets consistent with UDC requirements. The Applicant is also proposing other pedestrian walkways throughout the entire site. According to the Meridian Master Pathways Plan, a 10-foot wide detached multi-use pathway is required along S. Linder Road (a residential arterial), a detached 10-foot wide pathway along W. Amity Road (a residential arterial), and a 10-foot pathway is required along the Calkins Lateral. *The Applicant has included the pathways on the plans; however, the pathway widths are not indicated on the*

plans to determine if they are consistent with the UDC. The Applicant is required to place the multi-use pathways within public access easements adjacent to the public streets unless they are within ACHD right-of-way. Additionally, the common driveways located at the northwest corner and southwest corner of the development should incorporate micro paths adjacent to the 5-foot landscape buffers to enhance walkability within the neighborhood.

**Staff recommends the Applicant revise the plat and landscape plans to include the dimensions of the pathways and micro paths on the plans. The landscape plan does not depict landscaping on each side of the 10-foot multi-use pathway along the Calkins Lateral. Landscaping is required along all pathways in accordance with the standards listed in UDC [11-3B-12C](#); a landscape strip a minimum of five (5) feet wide shall be provided along each side of the pathway with a mix of trees, shrubs, lawn, and/or other vegetative ground covers.**

**Landscaping ([UDC 11-3B](#)):** A 25-foot wide street buffer along S. Linder Road, an arterial street, and a 25-foot wide street buffer along W. Amity Street, an arterial street, are required and should be landscaped per the standards in UDC Table 11-3B-7C. All landscape areas should be landscaped per UDC 11-3B-5, general landscaping standards. Lastly, according to the submitted plans, the Applicant is proposing pathways and micro-paths which should be landscaped in accord with UDC 11-3B-12 standards.

*The Applicant is showing a 25-foot wide common lot along S. Linder Road and a 25-foot wide common lot along W. Amity Road consistent with UDC code requirements. The landscape buffers are depicted with trees in excess of code and include landscape beds with shrubs and other vegetative ground cover, consistent with UDC 11-3B-7. Therefore, Staff finds the proposed street buffers comply with all UDC requirements. In addition, all open space areas are shown with trees, sod, and other landscaping in excess of minimum code requirements.*

**Fencing ([UDC 11-3A-7](#)):** All fencing is required to comply with the standards listed in UDC 11-3A-7. According to the submitted landscape plans, the Applicant is proposing 6-foot vinyl privacy fencing along the perimeter of the property and the rear lot lines and a 4-foot or 5-foot tall wrought iron open vision fencing adjacent to any common open space areas. Both fencing types and their proposed locations comply with UDC standards.

**Qualified Open Space ([UDC 11-3G](#)):** The proposed project is approximately 65.10 acres in size requiring a minimum amount of open space based on the requested zoning. Per UDC Table 11-3G-3, the R-8 area requires a minimum of 15% qualified open space. Per the calculations, the minimum amount of qualified open space required is 9.77 acres. According to the submitted plans, the Applicant is proposing 10.39 acres of qualified open space, exceeding the minimum amount required. The proposed 10.39 acres equates to approximately 16% qualified open space.

*The qualified open space proposed consists of 1/2 of the arterial street buffer to S. Linder Road, 1/2 of the arterial street buffer to W. Amity Road, there are several large central open space areas, and several smaller common open space areas located throughout the development. The landscape buffers to the adjacent arterial/public streets meet the enhanced buffer requirements outlined in UDC 11-3G-3B.3 to count towards the open space. Previously, these areas automatically qualified towards the minimum open space but this is no longer the case with the latest open space code updates that desires for more than the minimum to be included within the required buffers in order to count towards the overall qualified open space for a project. The Applicant appears to comply with all four (4) points outlined in code (See Section VIII. D & E). Additionally, the parkways depicted on the Open Space Exhibit as qualifying open space appears to meet the three (3) points outlined in code (See Section VIII. D & E).*

- a. Enhanced landscaping as set forth in Article 11-3B. Landscaping Requirements;
- b. Multi-use pathways;
- c. Enhanced amenities with social interaction characteristics;
- d. Enhanced context with the surroundings.

- a. The parkway meets the minimum width standard as set forth in subsection 11-3A-17E of this Chapter.
- b. The parkway is planted with street trees in accord with [Section 11-3B-7](#), "Landscape Buffers Along Streets", of this Chapter.
- c. Except for alley accessed dwelling units, the area for curb cuts to each residential lot or common driveway shall be excluded from the open space calculation. For purposes of this calculation, the curb cut area shall be twenty-six (26) feet by the width of the parkway.

*The centralized open space area on Lot 14, Block 12 depicts playground equipment with shelter, a climbing dome, seating areas, all connected to the surrounding local streets via 5-foot wide sidewalks. The centralized open space on Lot 6, Block 5 and Lot 3, Block 9 depict, large open grass areas, picnic shelter, and internal pathways. Overall, Staff supports the proposed open space and their locations being centralized within the development for fairly equitable access on both sides of the Calkins Lateral with the fire access available from the north and the pedestrian bridge access from the south over the Lateral. As mentioned above, Staff recommends the Applicant incorporate an additional pedestrian connection and pedestrian bridge over the Calkins Lateral from the north side of Street "J" through Lot 46 or Lot 47, Block 7 to align with the cul-de-sac. Incorporating an additional pedestrian bridge in the center of the development enhances accessibility to the open space and amenities within the area.*

**Amenities (UDC [11-3G](#)):** UDC 11-3G-4 dictates the minimum amenity points required for projects over 5 acres in size. The project size of 65.10 acres requires a minimum of 13 amenity points (1 point for every 5 acres). According to the submitted plans and narrative, the Applicant is proposing the following qualifying amenities: playground park (includes play structure, climbing dome, climbing rocks, swings, passive open spaces, and seating areas) in Phase 6, fenced dog park (includes seating benches, dog waste facility, micro-pathway) in Phase 1, Picnic shelter on Lot 6, Block 5 and on Lot 3, Block 9 in Phase 2 and Phase 5, and three segments of 10' wide multi-use pathways equaling approximately 4,000 linear feet each in length in Phases 1 and 6. According to UDC Table 11-3G-4, the proposed amenities total 15.5 amenity points and exceed the minimum amenity point requirements for a project of this size. *Staff has concerns regarding the amenities provided across different phases within the development. As mentioned above, Staff recommends that the 10' pathway along the Calkins Lateral should be constructed with Phase Four (4) instead of waiting until Phase Six (6). To address the issue of timing, Staff recommends that Lot 10, Block 8 in Phase 4 should include another qualifying amenity for the northern portion of the neighborhood, ensuring that residents are not waiting until Phase 6 for the proposed playground on the eastern side of the lateral. Additionally, in the interest of enhancing the enjoyment of open space areas, Staff finds the picnic areas on Lot 6, Block 5, and Lot 3, Block 9 should be equipped with tables and benches with the proposed shade structures in accordance with UDC 11-3G-4. Staff's recommendations are aimed at ensuring there are adequate amenities within each phase. A detail of the amenities should be submitted with the final plat application for the phases in which they are located.*

**Waterways (UDC [11-3A-6](#)):** According to GIS imagery, the Calkins Lateral bisects the site and continues to northern boundary and the Carlson Lateral bisects the eastern parcel of the proposed development. The Calkins Lateral runs across the northeast corner of this site within a 51-foot wide easement. The Applicant proposes to leave the waterway open and improve the area as a linear open space with a pathway as allowed by UDC 11-3A-6B.2. It is presumed that the Carlson Lateral is being tiled and relocated as part of the construction of this development. *The Applicant is required to comply with UDC 11-3A-6 and ensure this irrigation facility bisecting the eastern property is tiled or relocated. Staff recommends that the Applicant graphically depict the relocation of the easement on the plat prior to the City Council hearing. Furthermore, irrigation easements wider than ten (10) feet shall be included in a common lot*

*that is a minimum of twenty (20) feet wide and outside of a fenced area, unless otherwise waived by City Council in accord with UDC 11-3A-6.*

**Utilities (UDC [11-3A-21](#)):** The Applicant is proposing and is required to extend necessary public utilities for the proposed project. Public Works has reviewed the subject applications for compliance with their standards and finds them to be in general compliance, see the specific conditions outlined in Section VIII.B of this report.

**Pressurized Irrigation System (UDC [11-3A-15](#)):** Underground pressurized irrigation water is required to be provided to each lot within the subdivision as set forth in UDC 11-3A-15.

**Storm Drainage (UDC [11-3A-18](#)):** An adequate storm drainage system is required in all developments in accord with the City's adopted standards, specifications and ordinances. Design and construction shall follow best management practice as adopted by the City as set forth in UDC 11-3A-18.

**Building Elevations (UDC [11-3A-19](#) | [Architectural Standards Manual](#)):** The Applicant submitted conceptual building elevations for the proposed homes. Note that detached single-family homes do not require Design Review approval prior to building permit submittal.

*The submitted elevations depict varying roof profiles and colors with the same or similar field materials of lap siding and stone accents for the detached home. Overall, Staff finds the submitted elevations to comply with the minimum standards but hopes future elevations depict more variation in finish materials to help delineate the building facades along public streets.*

## VII. DECISION

### A. Staff:

Staff recommends approval of the requested annexation, rezone, preliminary plat and development agreement modification applications with the requirement of a new DA per the conditions of approval in Section IX and the Findings in Section X of this staff report.

### B. The Meridian Planning & Zoning Commission heard these items on September 7, 2023. At the public hearing, the Commission moved to recommend approval of the subject Annexation, Preliminary Plat, Rezone and Development Agreement Modification requests.

#### 1. Summary of Commission public hearing:

- a. In favor: Hethe Clark
- b. In opposition: None
- c. Commenting: None
- d. Written testimony: None
- e. Staff presenting application: Stacy Hersh, Associate Planner
- f. Other Staff commenting on application: None

#### 2. Key issue(s) of public testimony:

- a. None

#### 3. Key issue(s) of discussion by Commission:

- a. Concerns with the Block length of Street "J" and how to mitigate the traffic flow.

#### 4. Commission change(s) to Staff recommendation:

- a. None

#### 5. Outstanding issue(s) for City Council:

- a. None

### C. The Meridian City Council heard these items on September 26, 2023. At the public hearing, the Council moved to approve the subject Annexation, Preliminary Plat, Rezone, and Development Agreement Modification requests.

1. Summary of the City Council public hearing:
  - a. In favor: Hethe Clark, Applicant Representative
  - b. In opposition: None
  - c. Commenting: Brooke Green, ACHD
  - d. Written testimony: Mike & Melissa Bernard; Beck Mckay, Engineering Solutions
  - e. Staff presenting application: Bill Parsons, Planning Supervisor
  - f. Other Staff commenting on application: None
2. Key issue(s) of public testimony:
  - a. None
3. Key issue(s) of discussion by City Council:
  - a. Concerns regarding the block length for Street J and implementation of traffic calming measures and possibly installing a raised crosswalk.
  - b. Frontage improvements along Amity Road & Linder Road with Phase One.
  - c. Concerns with the property on the corner and pedestrian connections at the intersection of Linder Road & Amity Road as it relates to this project.
4. City Council change(s) to Commission recommendation:
  - a. Removal of condition 3.g and a Council Waiver granted for the block length of Street J.

## VIII. EXHIBITS

### A. Annexation and Rezone Legal Descriptions and Exhibit Maps



Sawtooth Land Surveying, LLC  
P: (208) 398-8104 F: (208) 398-8105  
2030 S. Washington Ave., Emmett, ID 83617

#### Windrow Annexation Description

**BASIS OF BEARINGS** is N. 0°31'28" E. between a found brass cap LS 737, marking the southwest corner of Section 25 and a found aluminum cap PLS 13934 marking the 1/4 corner common to Sections 25 and 26, T. 3 N., R. 1 W., B.M., Ada County, Idaho.

A parcel of land located in the SW1/4 of Section 25, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

**COMMENCING** at a brass cap marking the southwest corner of said Section 25;

Thence N. 0°31'28" E., coincident with the west line of said SW1/4 and the centerline of S. Linder Road, a distance of 364.11 feet to a 5/8" rebar with an illegible cap and the **POINT OF BEGINNING**;

Thence continuing, N. 0°31'28" E., coincident with said west line and said centerline, 962.17 feet to a 5/8" rebar/cap PLS 11574 marking the S1/16 corner common to Sections 25 and 26;

Thence continuing, N. 0°31'28" E., coincident with said west line and said centerline, 760.50 feet to the centerline of the Calkins Drain;

Thence leaving said west line and said centerline and coincident with said centerline of the Calkins Drain the following five (5) courses and distances:

Thence S. 82°51'07" E., 95.25 feet;

Thence S. 70°28'42" E., 50.00 feet;

Thence S. 59°16'41" E., 42.00 feet;

Thence S. 43°44'42" E., 45.00 feet;

Thence S. 41°24'42" E., 913.66 feet to the north line of the SW1/4 of the SW1/4;

Thence S. 89°29'27" E., coincident with the north line of said SW1/4 of the SW1/4, a distance of 504.44 feet to a 1/2" rebar/cap PLS 6552 marking the SW1/16 corner of said Section 25;

Thence S. 0°29'06" W., coincident with the east line of said SW1/4 of the SW1/4, a distance of 1325.09 feet to a 5/8" rebar/cap PLS 5617 marking the W1/16 corner common to Sections 25 and 36 and the centerline of W. Amity Road;

Thence N. 89°32'33" W., coincident with the south line of said SW1/4 of the SW1/4 and said centerline of W. Amity Road, 1025.52 feet to a 5/8" rebar/cap PLS 5617;

Thence leaving said south line and said centerline, N. 0°31'28" E., parallel with said west line, 364.11 feet to a 5/8" rebar/cap PLS 5617;

Thence N. 89°32'33" W., parallel with said south line, 300.04 feet to the **POINT OF BEGINNING**.

Said parcel contains 46.133 more or less.







NO.	DATE	DESCRIPTION	BY
1	5/19/23	AS SHOWN	J.B.
2			
3			
4			
5			
6			
7			
8			
9			
10			



PROJECT: WINDROW ANNEXATION EXHIBIT  
 SW1/4, SW1/4, SECTION 25  
 T. 3 N., R. 1 W., B.M.  
 ADA COUNTY, IDAHO

OWNER/DEVELOPER:  
 CONGER  
 MANAGEMENT GROUP

DATE: 5/2023

2030 S. WASHINGTON AVE.  
 EMMETT, ID 83617  
 P: (208) 398-8104  
 F: (208) 398-8105


  
 WWW.SAWTOOTHLS.COM

DWG # 123048-EX  
 PROJECT # 123048  
 SHEET 1 OF 1



## Sawtooth Land Surveying, LLC

P: (208) 398-8104 F: (208) 398-8105  
2030 S. Washington Ave., Emmett, ID 83617

### Windrow East Rezone Description

**BASIS OF BEARINGS** is N.  $0^{\circ}31'28''$  E. between a found brass cap LS 737, marking the southwest corner of Section 25 and a found aluminum cap PLS 13934 marking the 1/4 corner common to Sections 25 and 26, T. 3 N., R. 1 W., B.M., Ada County, Idaho.

A parcel of land located in the SE1/4 of the SW1/4 of Section 25, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

**COMMENCING** at a brass cap marking the southwest corner of said Section 25;

Thence S.  $89^{\circ}32'33''$  E., coincident with the south line of said SW1/4 and the centerline of W. Amity Road, 1325.56 feet to a 5/8" rebar/cap PLS 5617 marking the W1/16 corner common to Sections 25 and 36 and the **POINT OF BEGINNING**;

Thence leaving said south line and said centerline, N.  $0^{\circ}29'06''$  E., coincident with the west line of said SE1/4 of the SW1/4, a distance of 1325.09 feet to a 1/2" rebar/cap PLS 6552 marking the SW1/16 corner of said Section 25;

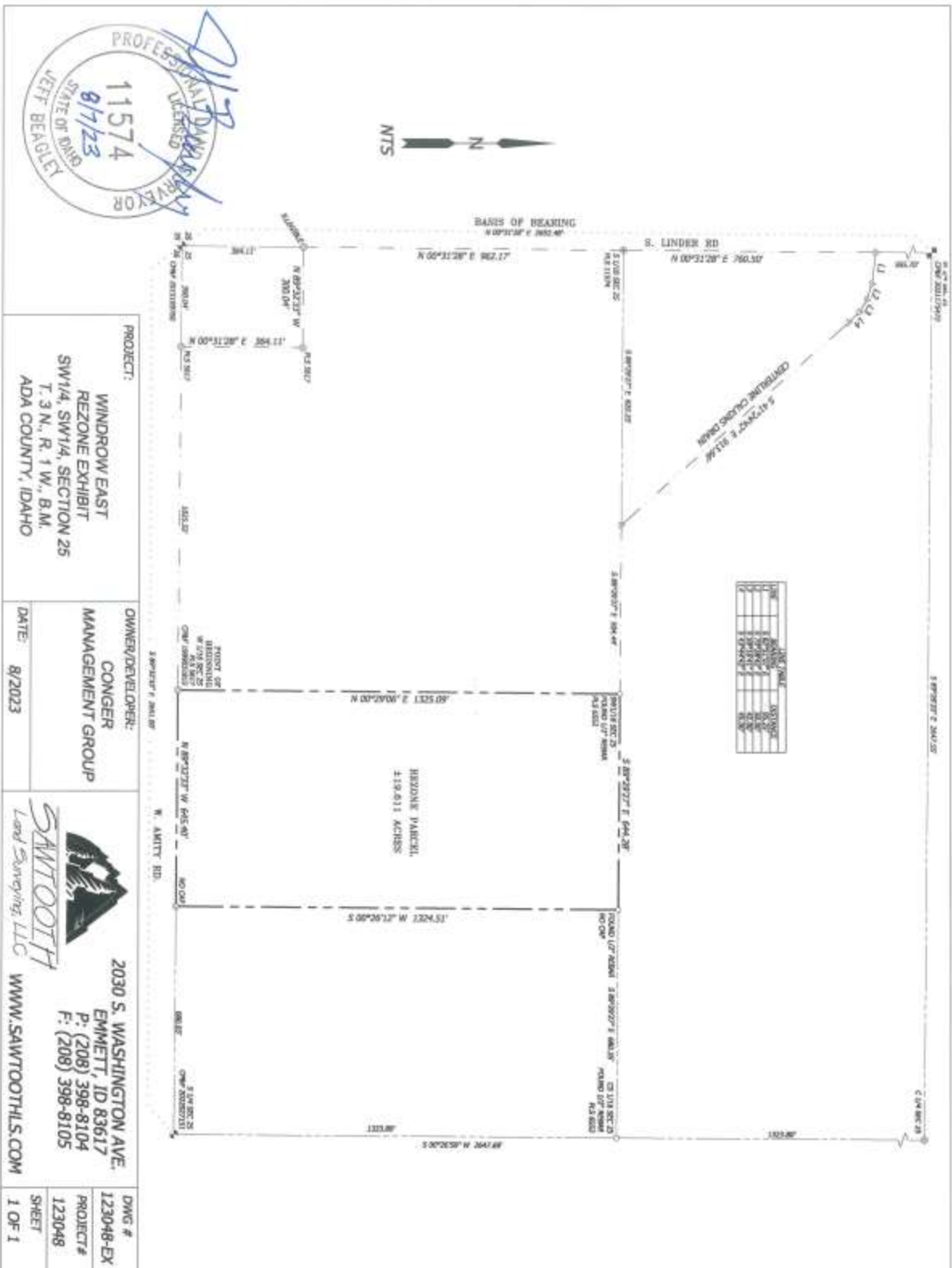
Thence S.  $89^{\circ}29'27''$  E., coincident with the north line of said SE1/4 of the SW1/4, a distance of 644.28 feet to a 1/2" rebar/no cap;

Thence leaving said north line, S.  $0^{\circ}26'12''$  W., 1324.51 feet to a 5/8" rebar/no cap on said south line and said centerline;

Thence N.  $89^{\circ}32'33''$  W., coincident with said south line and said centerline, 645.40 feet to the **POINT OF BEGINNING**.

Said parcel contains 19.611 acres more or less.





11574  
 8/1/23  
 JEFF BEAGLEY  
 STATE OF IDAHO  
 PROFESSIONAL ENGINEER

**PROJECT:**  
 WINDROW EAST  
 REZONE EXHIBIT  
 SW1/4, SW1/4, SECTION 25  
 T. 3 N., R. 1 W., B.M.  
 ADA COUNTY, IDAHO

**OWNER/DEVELOPER:**  
 CONGER  
 MANAGEMENT GROUP  
  
**DATE:**  
 8/2023



2030 S. WASHINGTON AVE.  
 EMMETT, ID 83617  
 P: (208) 398-8104  
 F: (208) 398-8105  
 WWW.SAWTOOTHLS.COM

**DWG #**  
 123048-EX  
**PROJECT #**  
 123048  
**SHEET**  
 1 OF 1

## B. Windrow DA Boundary Legal Description and Exhibit Map



### Sawtooth Land Surveying, LLC

P: (208) 398-8104 F: (208) 398-8105  
2030 S. Washington Ave., Emmett, ID 83617

### Windrow Boundary Description

**BASIS OF BEARINGS** is N. 0°31'28" E. between a found brass cap LS 737, marking the southwest corner of Section 25 and a found aluminum cap PLS 13934 marking the 1/4 corner common to Sections 25 and 26, T. 3 N., R. 1 W., B.M., Ada County, Idaho.

A parcel of land located in the SW1/4 of Section 25, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

**COMMENCING** at a brass cap marking the southwest corner of said Section 25;

Thence N. 0°31'28" E., coincident with the west line of said SW1/4, a distance of 364.11 feet to a 5/8" rebar with an illegible cap and the **POINT OF BEGINNING**;

Thence continuing, N. 0°31'28" E., coincident with said west line and said centerline, 962.17 feet to a 5/8" rebar/cap PLS 11574 marking the S1/16 corner common to Sections 25 and 26;

Thence continuing, N. 0°31'28" E., coincident with said west line and said centerline, 760.50 feet to the centerline of the Calkins Drain;

Thence leaving said west line and said centerline and coincident with said centerline of the Calkins Drain the following five (5) courses and distances:

Thence S. 82°51'07" E., 95.25 feet;

Thence S. 70°28'42" E., 50.00 feet;

Thence S. 59°16'41" E., 42.00 feet;

Thence S. 43°44'42" E., 45.00 feet;

Thence S. 41°24'42" E., 913.66 feet to the north line of the S1/2 of said SW1/4;

Thence S. 89°29'27" E., coincident with the north line of said S1/2 of the SW1/4, a distance of 504.44 feet to a 1/2" rebar/cap PLS 6552 marking the SW1/16 corner of said Section 25;

Thence continuing, S. 89°29'27" E., coincident with said north line, 644.28 feet to a 1/2" rebar with no cap;

Thence leaving said north line, S. 0°26'12" W., 1324.51 feet to a 5/8" rebar with no cap on the south line of said SW1/4;

Thence N. 89°32'33" W., coincident with said south line, 645.40 feet to a 5/8" rebar/cap PLS 5617 marking the W1/16 corner common to Sections 25 and 36;

Thence continuing, N. 89°32'33" W., coincident with said south line, 1025.52 feet to a 5/8" rebar/cap PLS 5617;

Thence leaving said south line, N. 0°31'28" E., parallel with said west line, 364.11 feet to a 5/8" rebar/cap PLS 5617;

Thence N. 89°32'33" W., parallel with said south line, 300.04 feet to the **POINT OF BEGINNING**.

Said parcel contains 65.744 more or less.





LINE	BEARING	DISTANCE	AREA
1	S 89°20'27\"/>		



**PROJECT:**  
 WINDROW BOUNDARY EXHIBIT  
 S1/2, SW1/4, SECTION 25  
 T. 3 N., R. 1 W., B.M.  
 ADA COUNTY, IDAHO

**OWNER/DEVELOPER:**  
 CONGER  
 MANAGEMENT GROUP

**DATE:** 3/2023

**DWG #**  
 123048-EX

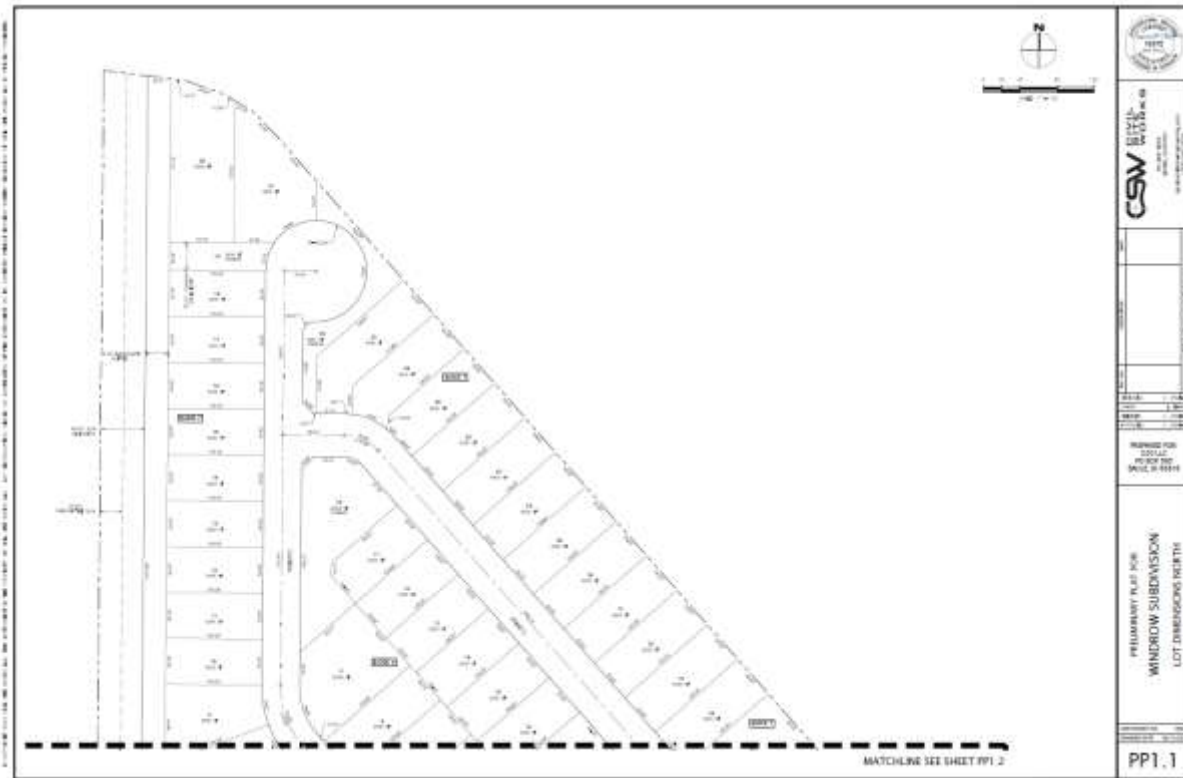
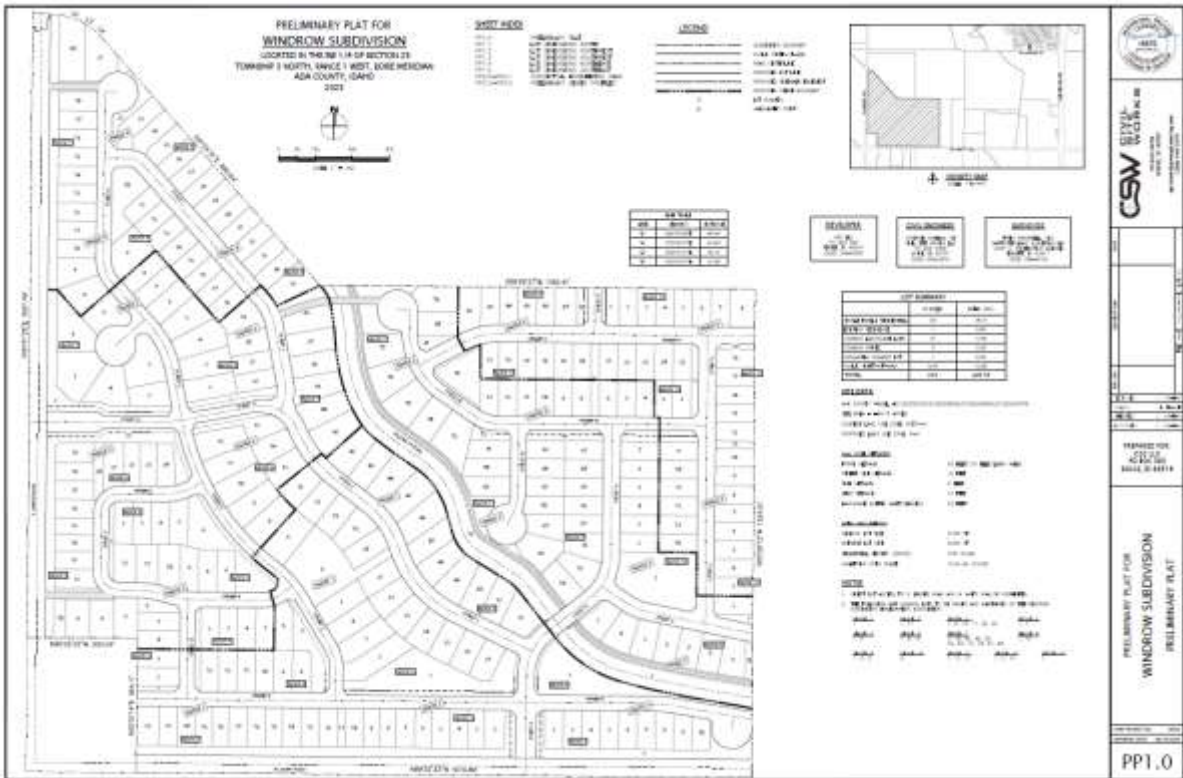
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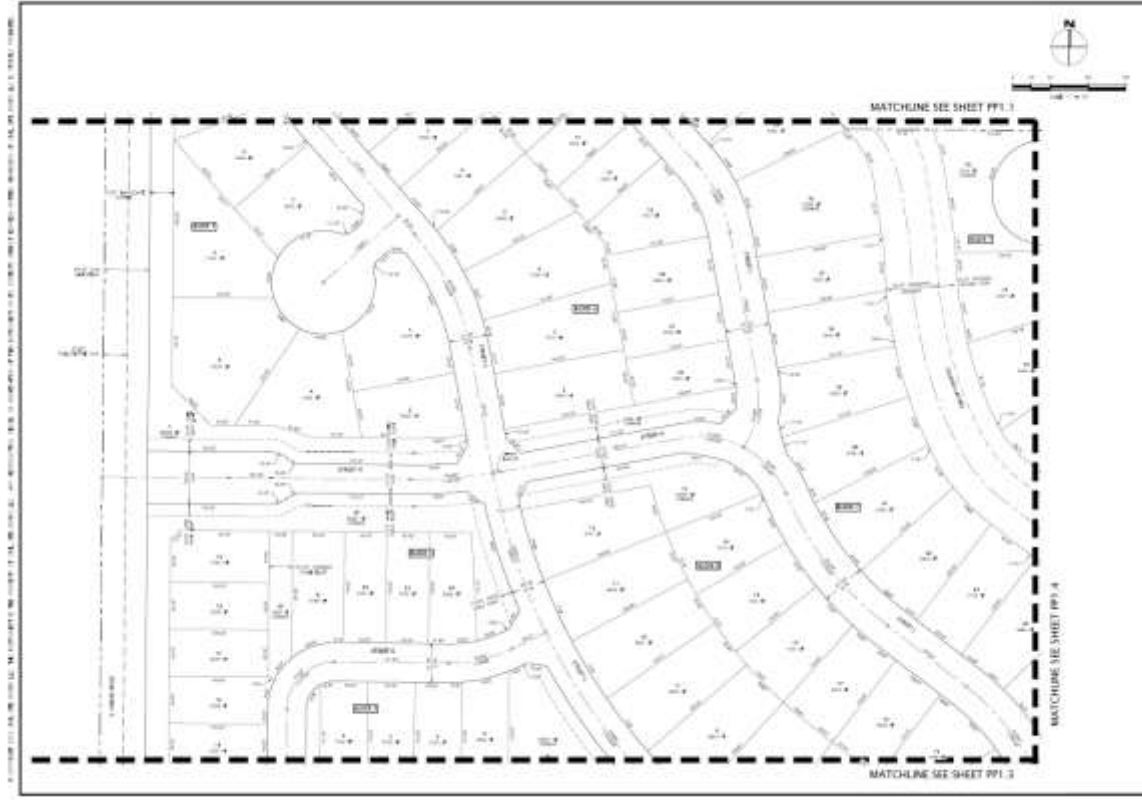
**SHEET**  
 I OF 1

2030 S. WASHINGTON AVE.  
 EMMETT, ID 83617  
 P: (208) 398-8104  
 F: (208) 398-8105

**SAWTOOTH**  
 Land Surveying, LLC  
 WWW.SAWTOOTHLS.COM

C. Revised Preliminary Plat & Phasing Plan (dated: 9/13/2023)



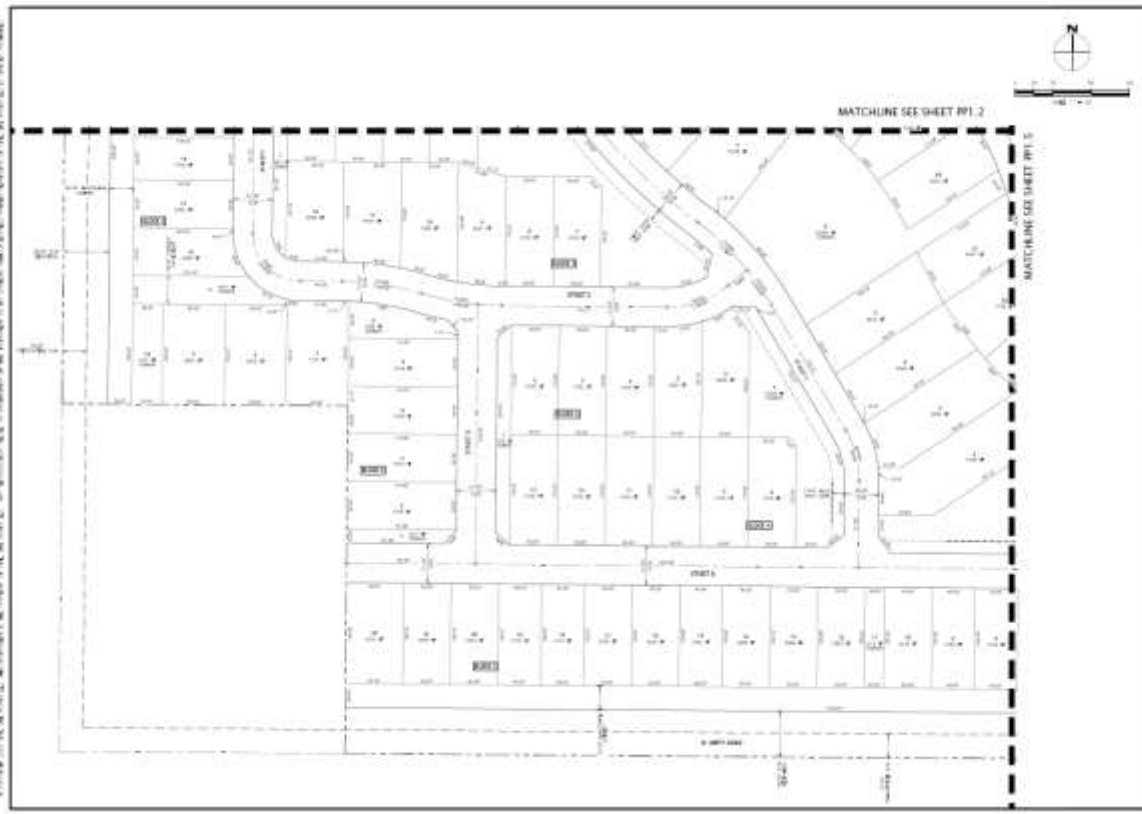


  
 MATCHLINE SEE SHEET PP1.1  
 MATCHLINE SEE SHEET PP1.2  
 MATCHLINE SEE SHEET PP1.4

**CSW**  
 CIVIL  
 ENGINEERS  
 1111 S. 10th St., Suite 100  
 Lincoln, NE 68502  
 (402) 441-1111  
 www.csw-engineers.com

PRELIMINARY PLAN FOR  
**WINDROW SUBDIVISION**  
 LOT DIMENSIONS NORTHWEST

**PP1.2**



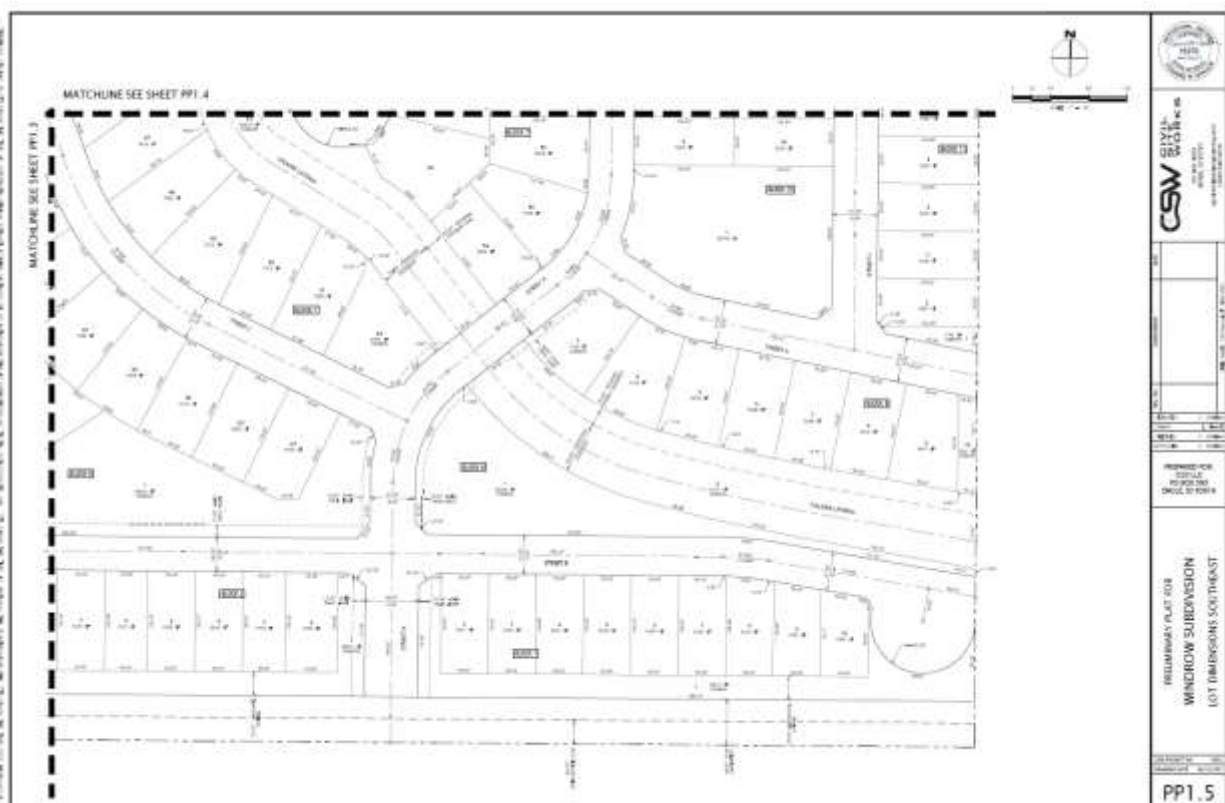
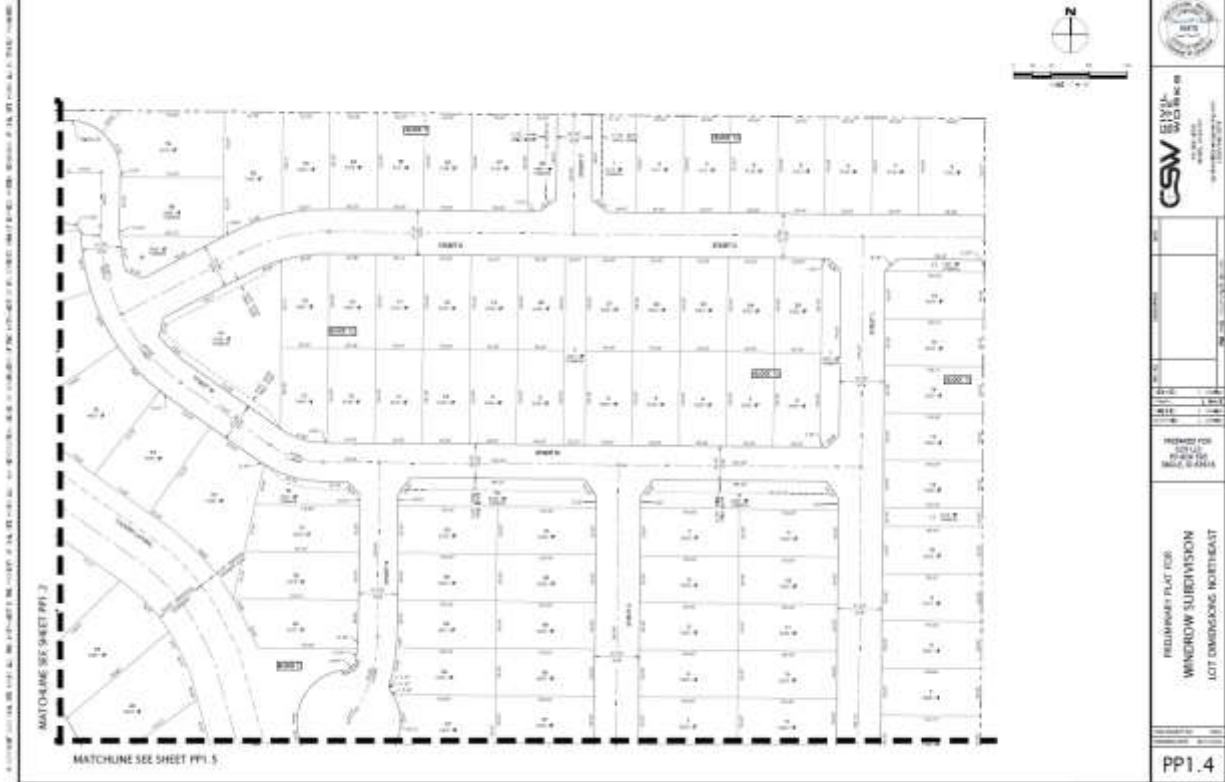
  
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 MATCHLINE SEE SHEET PP1.3  
 MATCHLINE SEE SHEET PP1.4

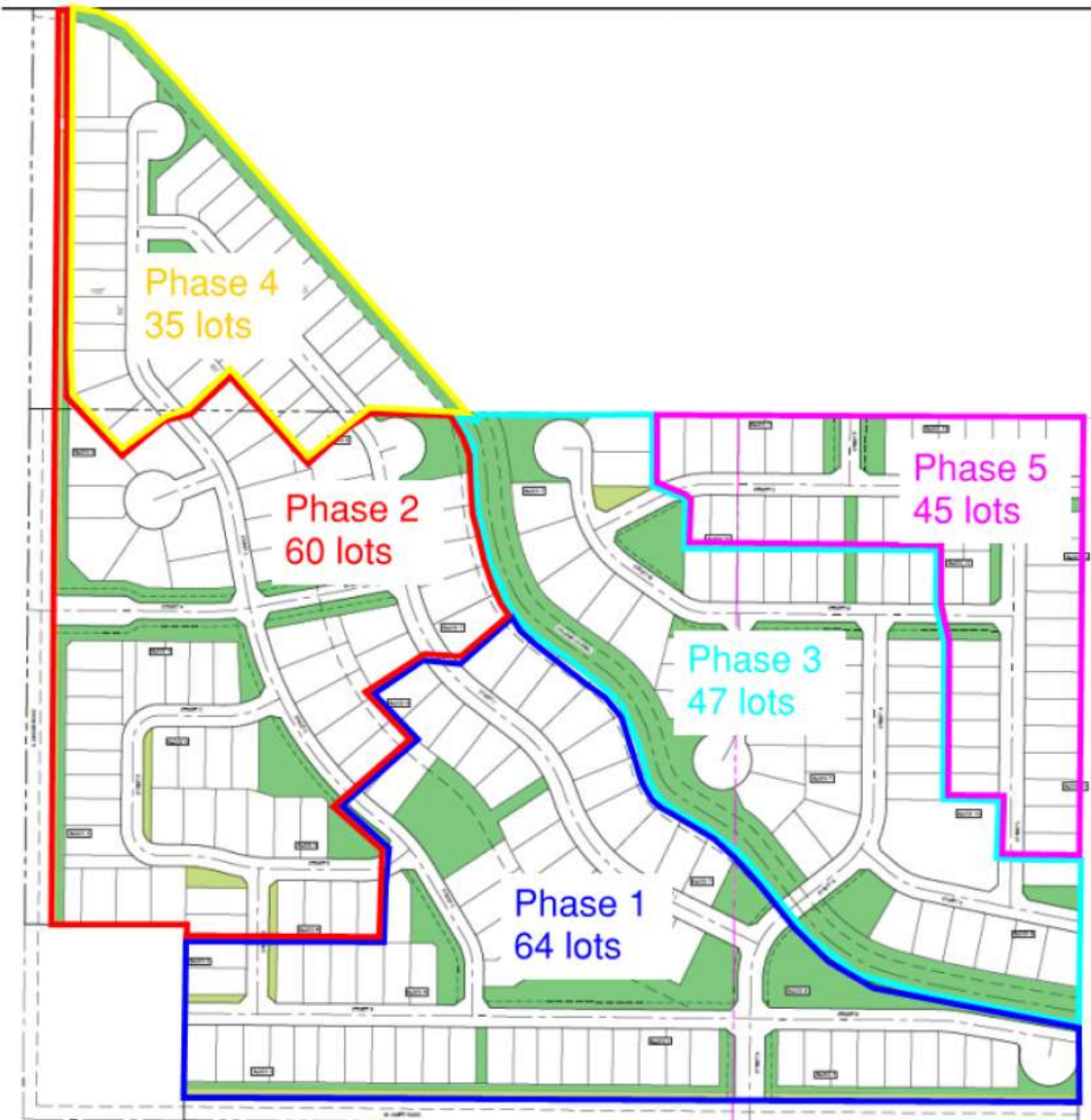
**CSW**  
 CIVIL  
 ENGINEERS  
 1111 S. 10th St., Suite 100  
 Lincoln, NE 68502  
 (402) 441-1111  
 www.csw-engineers.com

PRELIMINARY PLAN FOR  
**WINDROW SUBDIVISION**  
 LOT DIMENSIONS SOUTHWEST

**PP1.3**







C. Landscape Plans (date: 5/25/2023)

# WINDROW SUBDIVISION

MERIDIAN, ID

PRELIMINARY PLAT LANDSCAPE PLAN



ENGINEER  
DAN JENSEN, LLC  
100 W. 100 S.  
PO BOX 100  
MAYFIELD, ID 83401  
PHONE (208) 838-1001

DEVELOPER  
100 W. 100 S.  
PO BOX 100  
MAYFIELD, ID 83401  
PHONE (208) 838-1001

MAY 25, 2023

JENSEN BELLYS  
AN EQUAL OPPORTUNITY FIRM

SCALE 1" = 100'

# WINDROW SUBDIVISION

MERIDIAN, ID

PRELIMINARY PLAT LANDSCAPE PLAN



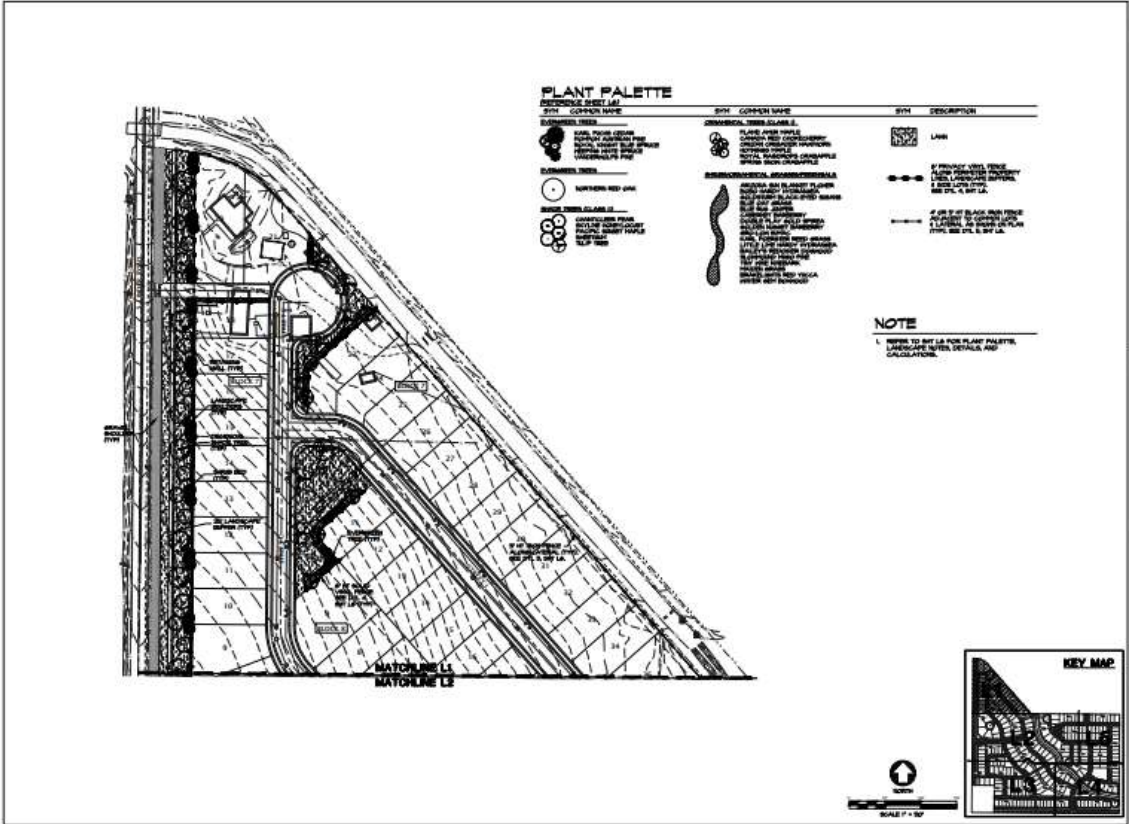
ENGINEER  
DAN JENSEN, LLC  
100 W. 100 S.  
PO BOX 100  
MAYFIELD, ID 83401  
PHONE (208) 838-1001

DEVELOPER  
100 W. 100 S.  
PO BOX 100  
MAYFIELD, ID 83401  
PHONE (208) 838-1001

MAY 25, 2023

JENSEN BELLYS  
AN EQUAL OPPORTUNITY FIRM

SCALE 1" = 100'



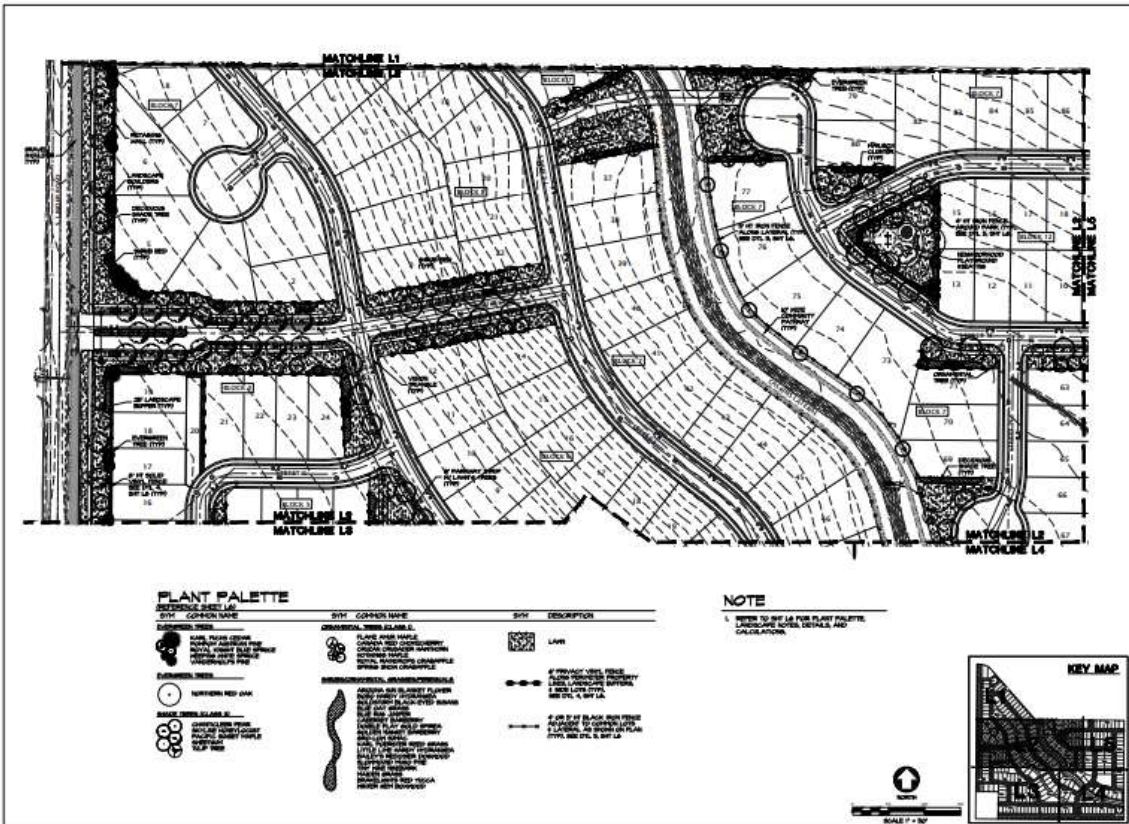
**PLANT PALETTE**

SYMBOL	COMMON NAME	SYMBOL	COMMON NAME	SYMBOL	DESCRIPTION
	LARGE PALM TREE		ORNAMENTAL TREE		LAWN
	MEDIUM PALM TREE		ORNAMENTAL TREE		4' OR 5' BLACK PALM TREE
	SMALL PALM TREE		ORNAMENTAL TREE		4' OR 5' BLACK PALM TREE
	LARGE PALM TREE		ORNAMENTAL TREE		4' OR 5' BLACK PALM TREE

**NOTE**  
1. REFER TO SHEET L2 FOR PLANT PALETTE, LANDSCAPE UTILITY DETAILS AND CALCULATOR.



Issue Description	Date
10/15/07	10/15/07
<b>WINDROW SUBDIVISION</b> MERIDIAN, ID <b>PRELIMINARY PLAT LANDSCAPE PLAN</b>	
Job Number 2007	
Drawn: Chaitin	Check: GCS
Scale: AS SHOWN	
<b>LANDSCAPE PLAN</b>	
Sheet Number	
<b>L1</b>	
3 of 7 Sheets	



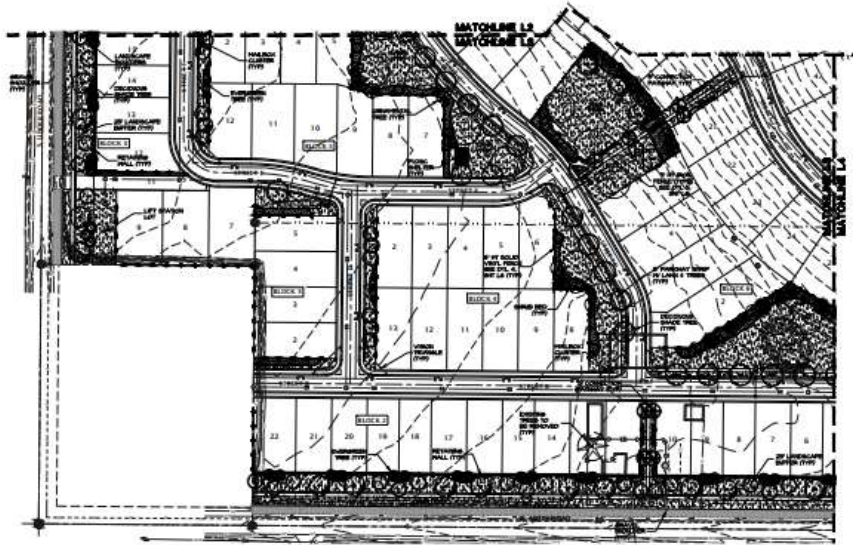
**PLANT PALETTE**

SYMBOL	COMMON NAME	SYMBOL	COMMON NAME	SYMBOL	DESCRIPTION
	LARGE PALM TREE		ORNAMENTAL TREE		LAWN
	MEDIUM PALM TREE		ORNAMENTAL TREE		4' OR 5' BLACK PALM TREE
	SMALL PALM TREE		ORNAMENTAL TREE		4' OR 5' BLACK PALM TREE
	LARGE PALM TREE		ORNAMENTAL TREE		4' OR 5' BLACK PALM TREE

**NOTE**  
1. REFER TO SHEET L1 FOR PLANT PALETTE, LANDSCAPE UTILITY DETAILS AND CALCULATOR.



Issue Description	Date
10/15/07	10/15/07
<b>WINDROW SUBDIVISION</b> MERIDIAN, ID <b>PRELIMINARY PLAT LANDSCAPE PLAN</b>	
Job Number 2007	
Drawn: Chaitin	Check: GCS
Scale: AS SHOWN	
<b>LANDSCAPE PLAN</b>	
Sheet Number	
<b>L2</b>	
3 of 7 Sheets	



**PLANT PALETTE**

REFERENCE SHEET L4

SHT: COMMON NAME

COMMON TREE

COMMON SHRUB

COMMON GRASS

COMMON FOLIAGE

COMMON SPERMATOPHYTES

COMMON GYMNOSPERMS

COMMON BRYOPHYTES

COMMON MOSS

COMMON LICHEN

SHT: COMMON NAME

COMMON TREE

COMMON SHRUB

COMMON GRASS

COMMON FOLIAGE

COMMON SPERMATOPHYTES

COMMON GYMNOSPERMS

COMMON BRYOPHYTES

COMMON MOSS

COMMON LICHEN

SHT: DESCRIPTION

LAWN

4" PRIVACY HEDGEBANK

6" PRIVACY HEDGEBANK

8" PRIVACY HEDGEBANK

10" PRIVACY HEDGEBANK

12" PRIVACY HEDGEBANK

14" PRIVACY HEDGEBANK

16" PRIVACY HEDGEBANK

18" PRIVACY HEDGEBANK

20" PRIVACY HEDGEBANK

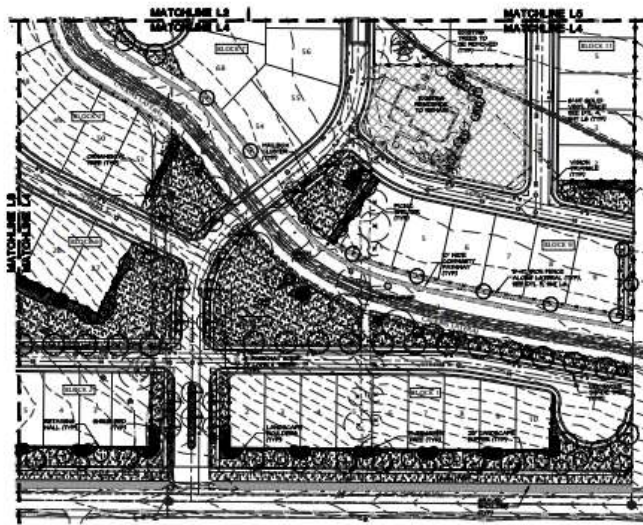
**NOTE**

1. REFER TO SHEET L4 FOR PLANT PALETTE, LAYOUT, MATERIALS, AND CALCULATION.

**KEY MAP**



Project	Date
Windrow Subdivision	2/20/2017
2017 State License No. 18 2/20/2017	
<b>WINDROW SUBDIVISION MERCANTILE D PRELIMINARY PLAT LANDSCAPE PLAN</b>	
Job Number	2017
Drawn	Checked
Scale	AS SHOWN
<b>LANDSCAPE PLAN</b>	
Sheet Number	L3
8 of 7 Sheets	



**PLANT PALETTE**

REFERENCE SHEET L4

SHT: COMMON NAME

COMMON TREE

COMMON SHRUB

COMMON GRASS

COMMON FOLIAGE

COMMON SPERMATOPHYTES

COMMON GYMNOSPERMS

COMMON BRYOPHYTES

COMMON MOSS

COMMON LICHEN

SHT: COMMON NAME

COMMON TREE

COMMON SHRUB

COMMON GRASS

COMMON FOLIAGE

COMMON SPERMATOPHYTES

COMMON GYMNOSPERMS

COMMON BRYOPHYTES

COMMON MOSS

COMMON LICHEN

SHT: DESCRIPTION

LAWN

4" PRIVACY HEDGEBANK

6" PRIVACY HEDGEBANK

8" PRIVACY HEDGEBANK

10" PRIVACY HEDGEBANK

12" PRIVACY HEDGEBANK

14" PRIVACY HEDGEBANK

16" PRIVACY HEDGEBANK

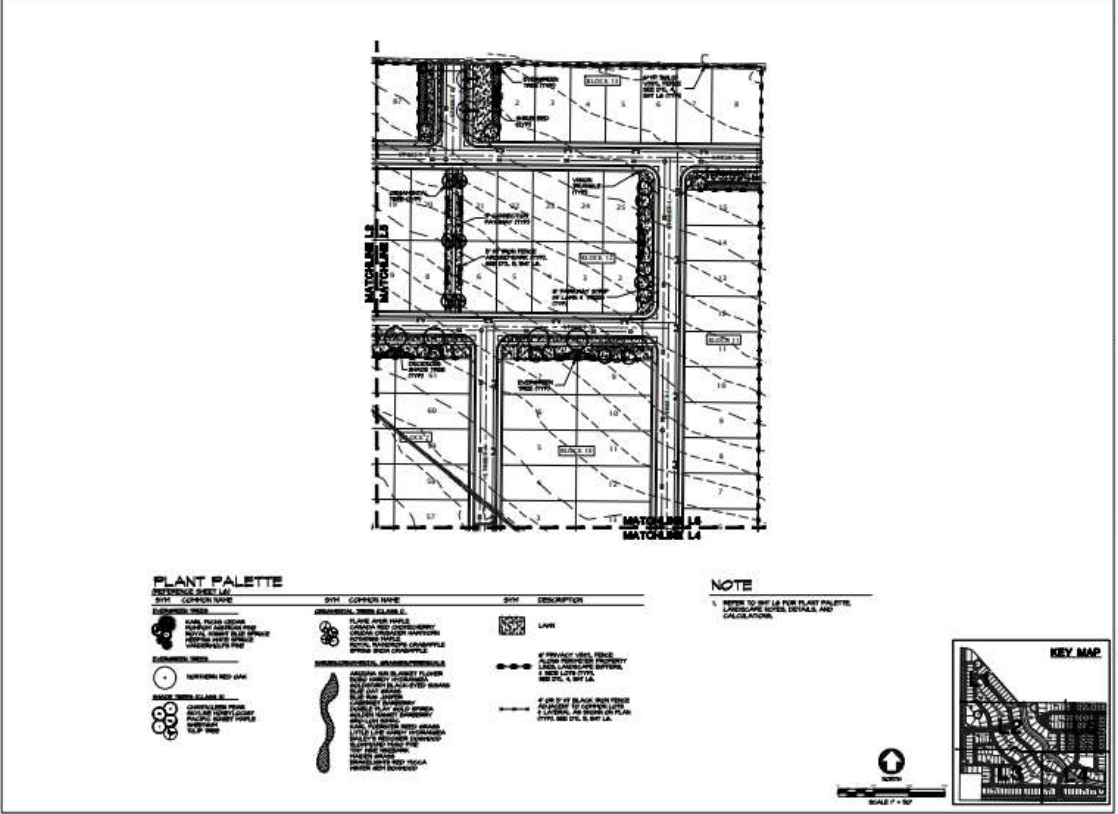
**NOTE**

1. REFER TO SHEET L4 FOR PLANT PALETTE, LAYOUT, MATERIALS, AND CALCULATION.

**KEY MAP**



Project	Date
Windrow Subdivision	2/20/2017
2017 State License No. 18 2/20/2017	
<b>WINDROW SUBDIVISION MERCANTILE D PRELIMINARY PLAT LANDSCAPE PLAN</b>	
Job Number	2017
Drawn	Checked
Scale	AS SHOWN
<b>LANDSCAPE PLAN</b>	
Sheet Number	L4
8 of 7 Sheets	



**PLANT PALETTE**

SYMBOL	CORPORATION NAME	SYMBOL	DESCRIPTION
[Symbol]	PLANT AREA SYMBOL	[Symbol]	LANDSCAPE
[Symbol]	...	[Symbol]	...

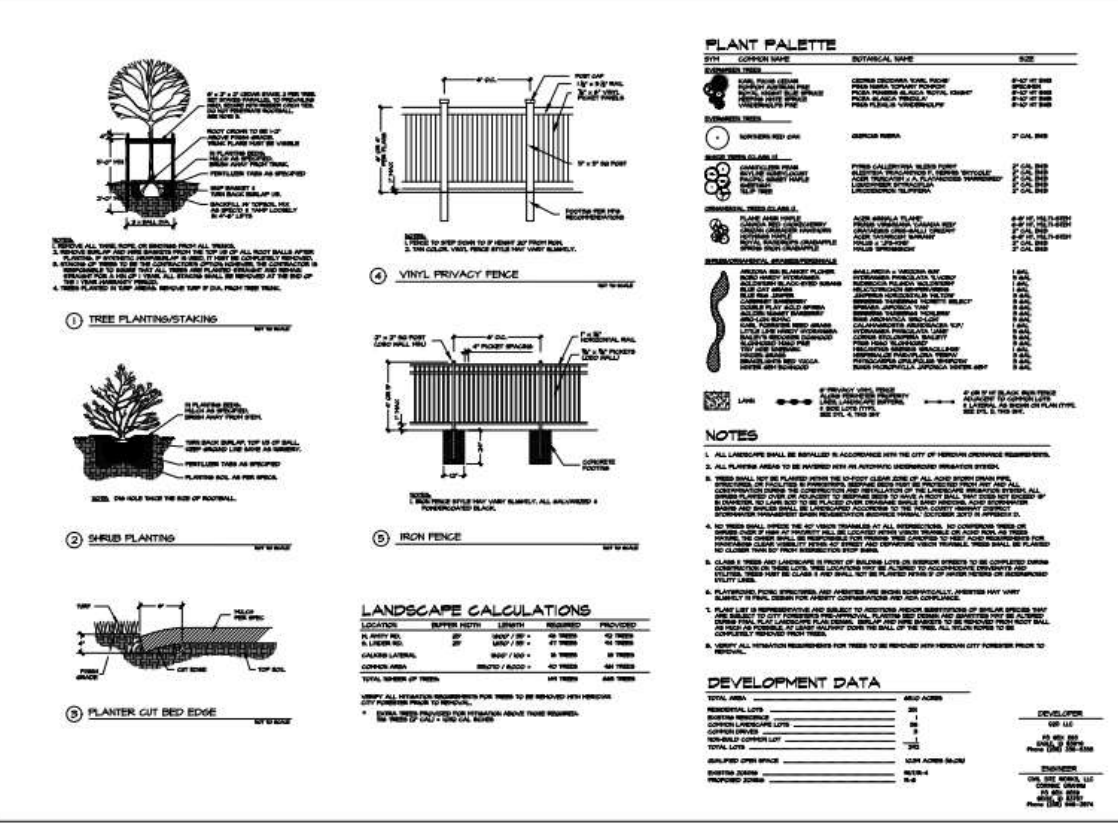
**NOTE**

1. REFER TO THE PLANT PALETTE FOR CALCULATIONS.

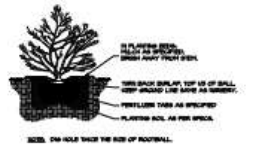
**KEY MAP**



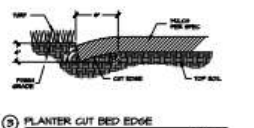
Date: 10/20/20  
 Description: L5  
 Scale: AS SHOWN  
 Sheet Title: LANDSCAPE PLAN  
 Job Number: 2027  
 Drawn: JLN  
 Checked: JLN  
 Scale: AS SHOWN  
 Sheet Title: LANDSCAPE PLAN  
 Job Number: 2027  
 Drawn: JLN  
 Checked: JLN  
 Scale: AS SHOWN  
 Sheet Title: LANDSCAPE PLAN  
 Job Number: 2027  
 Drawn: JLN  
 Checked: JLN  
 Scale: AS SHOWN  
 Sheet Title: LANDSCAPE PLAN



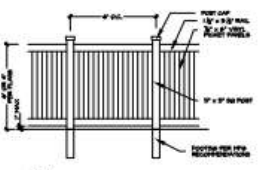
1. TREE PLANTING/STAKING



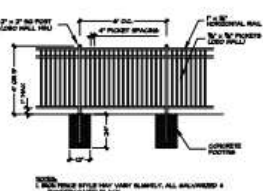
2. SHRUB PLANTING



3. PLANTER BED EDGE



4. VINYL PRIVACY FENCE



5. IRON FENCE

**LANDSCAPE CALCULATIONS**

LOCATION	BUFFER WIDTH	LENGTH	REQUIRED	PROVIDED
N. FRONT YD.	5'	100'	40 TREES	40 TREES
N. LAWN YD.	5'	100'	40 TREES	40 TREES
GARAGE LATERAL	5'	100'	40 TREES	40 TREES
CORNER AREA	5' x 5'	25'	40 TREES	40 TREES
TOTAL TREES OF TREES			160 TREES	160 TREES

NOTE: ALL LANDSCAPE REQUIREMENTS FOR TREES TO BE PROVIDED WITH PERMITS. REFER TO THE CITY OF WINDROW ORDINANCE FOR MORE INFORMATION.

**PLANT PALETTE**

SYMBOL	CORPORATION NAME	BOTANICAL NAME	SIZE
[Symbol]	...	...	...

**NOTES**

- ALL LANDSCAPE SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF WINDROW ORDINANCE REQUIREMENTS.
- ALL PLANTING AREAS TO BE MAINTAINED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM.
- TREES SHALL NOT BE PLANTED WITHIN THE 10 FOOT CLEAR ZONE OF ALL ADJACENT DRIVEWAYS, DRIVEWAYS, OR SIDEWALKS. ANY TREES PLANTED WITHIN THE CLEAR ZONE SHALL BE PLANTED WITHIN THE 10 FOOT CLEAR ZONE.
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**DEVELOPMENT DATA**

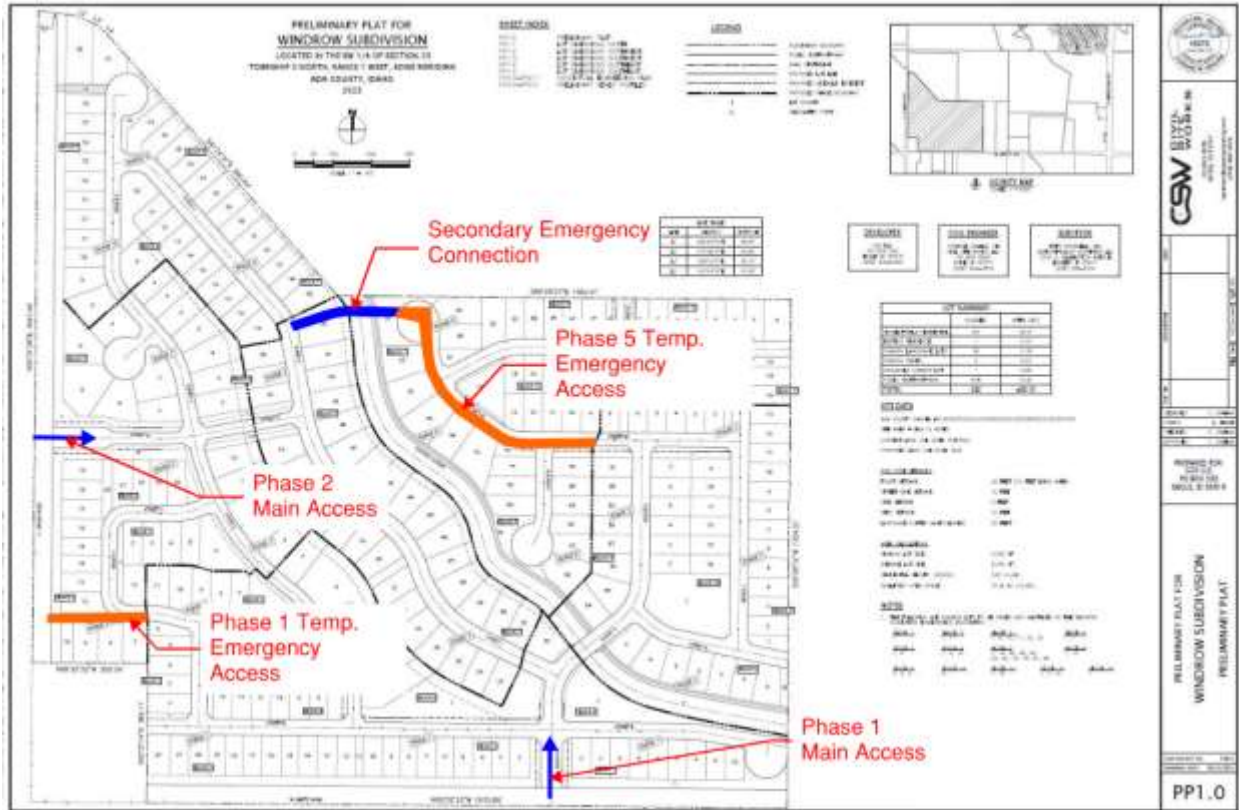
TOTAL AREA		DEVELOPER	
...	...	...	...

Date: 10/20/20  
 Description: L6  
 Scale: AS SHOWN  
 Sheet Title: LANDSCAPE PLAN  
 Job Number: 2027  
 Drawn: JLN  
 Checked: JLN  
 Scale: AS SHOWN  
 Sheet Title: LANDSCAPE PLAN  
 Job Number: 2027  
 Drawn: JLN  
 Checked: JLN  
 Scale: AS SHOWN  
 Sheet Title: LANDSCAPE PLAN

D. Revised Open Space Exhibit:

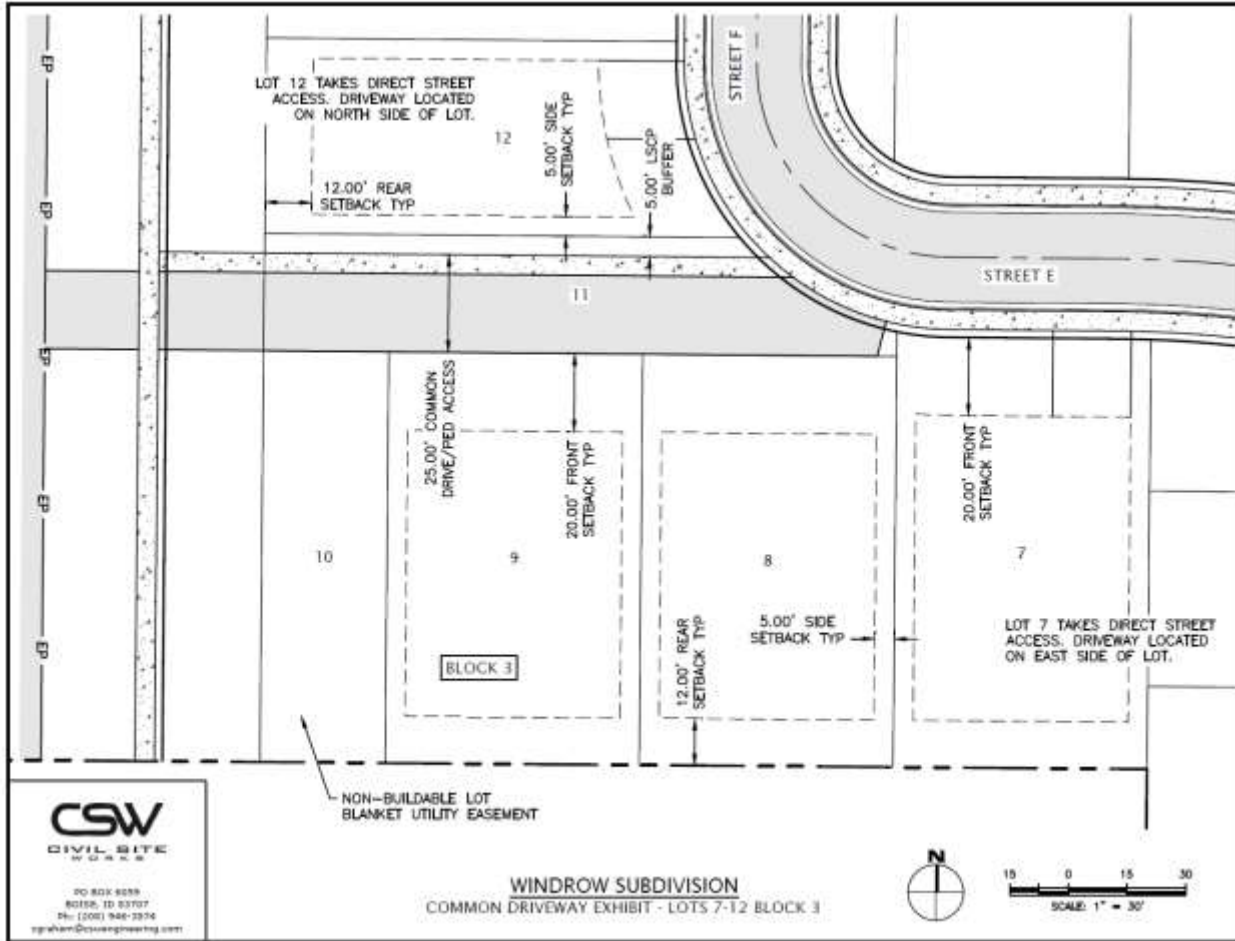


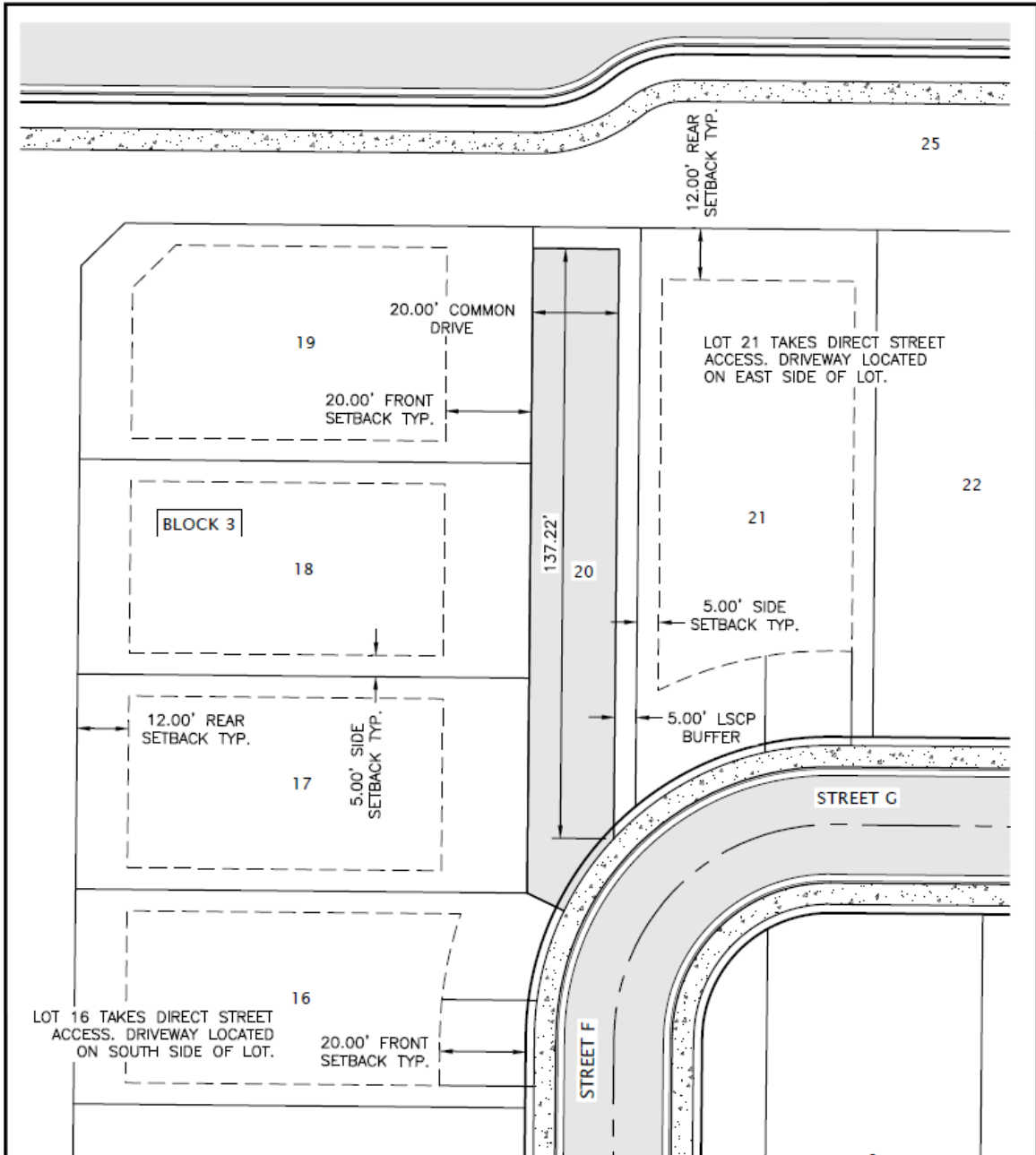
E. Fire Phasing Plan:





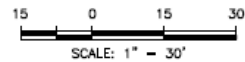
F. Revised Common Drive Exhibits:

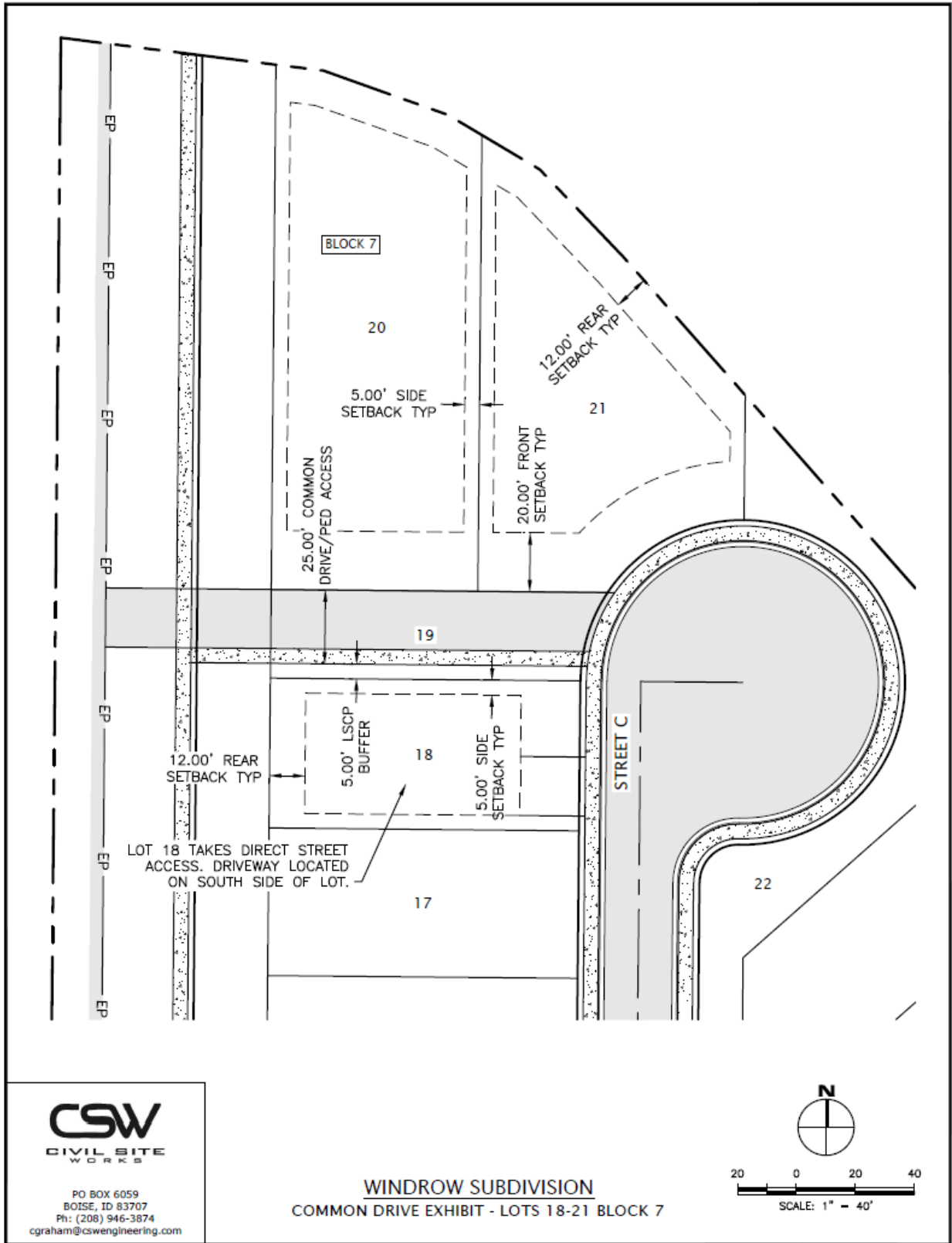




PO BOX 6059  
 BOISE, ID 83707  
 Ph: (208) 946-3874  
 cgraham@cswengineering.com

**WINDROW SUBDIVISION**  
 COMMON DRIVE EXHIBIT - LOTS 16-21 BLOCK 3

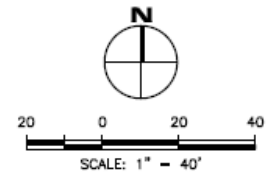




**CSW**  
CIVIL SITE  
WORKS

PO BOX 6059  
BOISE, ID 83707  
Ph: (208) 946-3874  
cgraham@csengineering.com

**WINDROW SUBDIVISION**  
**COMMON DRIVE EXHIBIT - LOTS 18-21 BLOCK 7**



G. Block Length Exhibit



## H. Parking Plan



### Exhibit J – Parking Plan

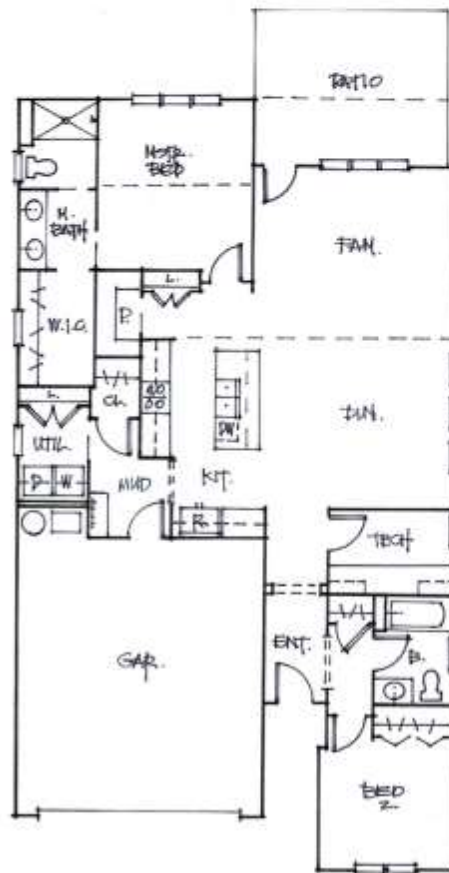
The Windrow Neighborhood will meet or exceed all the requirements of the City of Meridian's Code for off-street parking. All homes within the neighborhood will have a minimum of a two (2) car garage and a driveway that will accommodate an additional two (2) parking spaces, for a total of four (4) off-street parking spaces. As illustrated below, an additional 428 (over 1.7 additional per home) on-street parking spaces will be available for use by the residence.



I. Conceptual Building Elevations & Floorplans



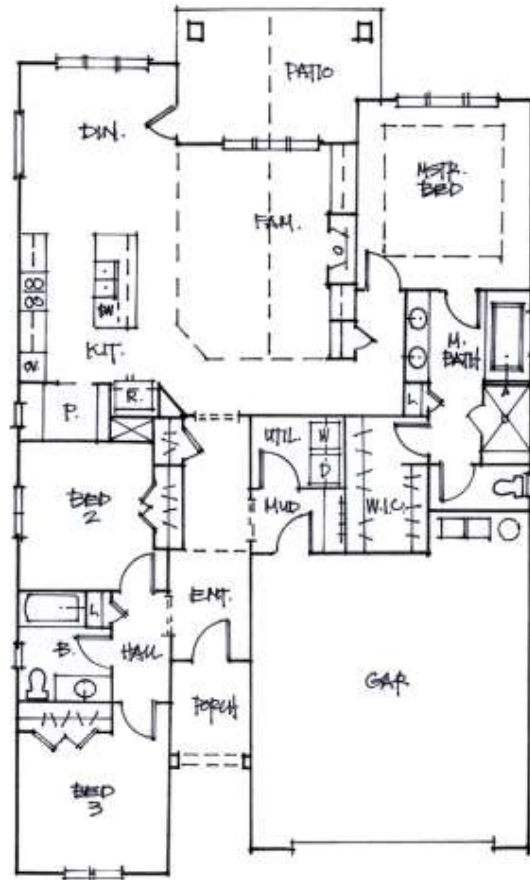
WINDROW  
PLAN 1



35' WIDE



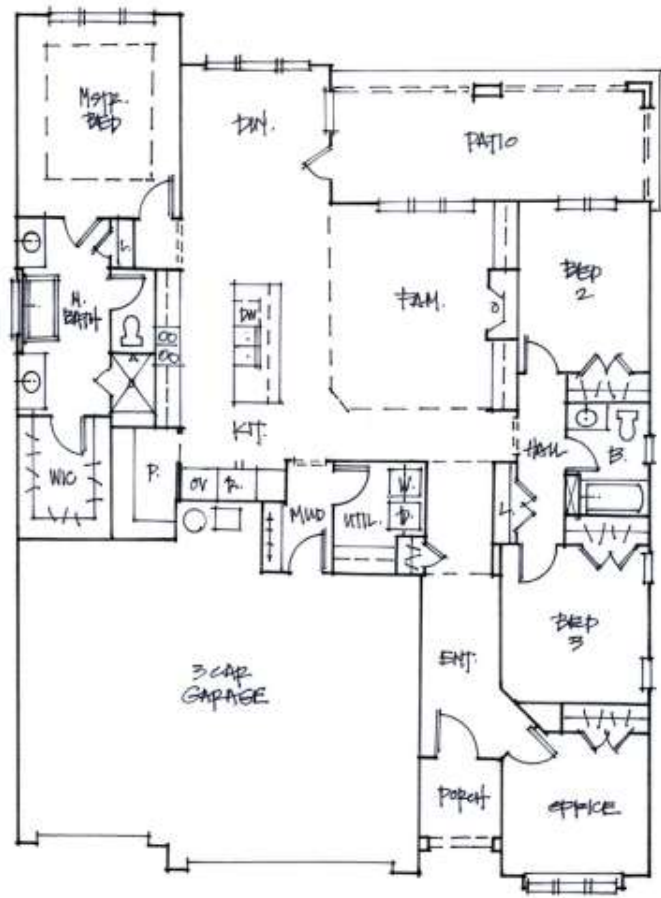
WINDROW  
PLAN 2



40' WIDE



WINDROW  
PLAN 3



50' WIDE



## IX. CITY/AGENCY COMMENTS & CONDITIONS

### A. PLANNING DIVISION

1. A Development Agreement (DA) is required as a provision of annexation and rezone of this property. Prior to approval of the annexation and rezone ordinance, a DA shall be entered into between the City of Meridian and the property owner(s)/developer at the time of ordinance adoption. **A final plat will not be accepted until the DA is executed and the AZ and RZ ordinance is approved by City Council.**

Currently, a fee of \$303.00 shall be paid by the Applicant to the Planning Division prior to commencement of the DA. The DA shall be signed by the property owner and returned to the Planning Division within six (6) months of the City Council granting the annexation and rezone. The DA shall, at minimum, incorporate the following provisions:

- a. Future development of this site shall be substantially consistent with the approved plat, landscape plan, phasing plan, common drive exhibits, and conceptual building elevations included in Section VIII and the provisions contained herein.
- b. The property located at 1100 W. Amity Road shall no longer be subject to the terms of DA Inst. #2016-007443 (South Meridian H-2015-0019).
- c. ~~The 10' detached sidewalks and the street buffers along S. Linder Rd. shall be constructed with the second phase of development; and W. Amity Rd. shall be constructed with the first phase of development; the 10' multiuse pathway and associated landscaping along the Calkins Lateral shall be shall be constructed with the fourth phase.~~
- d. The existing home and outbuildings on the property being annexed shall be removed with the first phase of development, as proposed.
- f. The existing home on Lot 1, Block 10 shall be required to connect to City water and sewer service within 60 days of it becoming available and disconnect from private service, as set forth in MCC [9-1-4](#) and [9-4-8](#).
- g. The rear and/or sides of homes visible from S. Linder Road and W. Amity road (Lots 12-19, Block 3; Lots 5-6, Block 7; Lots 8-18, Block 7; Lots 2-22, Block 2; Lots 2-10, Block 1) shall incorporate articulation through changes in two or more of the following: modulation (e.g. projections, recesses, step-backs, pop-outs), bays, banding, porches, balconies, material types, or other integrated architectural elements to break up monotonous wall planes and roof lines that are visible from the subject public street. *Single-story structures are exempt from this requirement.*

#### **Preliminary Plat Conditions:**

2. The preliminary plat included in Section VII.B, dated May 23, 2023, shall be revised ~~15 days prior to the City Council hearing~~ as follows:
  - a. Revise the plat to include 10-foot sidewalks along the Linder and Amity frontages.
  - b. Add a plat note stating that direct lot access to S. Linder Road and W. Amity Road is prohibited.
  - c. Revise the plat to illustrate Street K and Street O as 33-foot wide street sections in accordance with ACHD's District policy.

- d. Consistent with ACHD conditions of approval and UDC 11-6C-3F, provide traffic calming measures along Street A, Street B, Street C, Street J, Street L, Street M, and Street O to help mitigate its long and straight design or revise the plat to redesign the roadways. The Applicant is seeking a Council Waiver for Street J due its block length exceeding 750-feet - a Council Waiver was granted.
  - e. The Applicant shall submit a revised phasing plan (in color) as follows:
    - ~~Include the construction of both 10-foot detached sidewalks and the entire street buffers along the frontage of S. Linder Rd. and W. Amity Rd with the first phase~~
    - ~~Construct the 10-foot multi-use pathway and associated landscaping with the third phase.~~
    - ~~The S. Linder Rd. entrance shall be constructed with the first phase in lieu of the temporary emergency access. Update the proposed fire phasing plan to align with staff's recommended changes to the phasing plan.~~
    - ~~Extend a public street across the northern edge of the Calkins Lateral in the location where the emergency access is proposed AND add an additional micropath and pedestrian bridge over the Calkins Lateral from the north side of road J through Lot 46 or Lot 47, Block 7 to align with the cul-de-sac. A detail of the pedestrian bridge shall be submitted with phase 3 of the final plat. If the irrigation district doesn't want another public street and/or pedestrian bridge over the lateral, the applicant shall provide written documentation stating such.~~
    - ~~If the applicant doesn't want to extend the road and install the additional open space and pedestrian bridge, the block length for road J shall not exceed 750 feet in accord with UDC 11-6C-3F1.~~
  - f. The existing home shall obtain a new address upon development of this project consistent with the development of the new local street.
  - g. If the Carlson Lateral easement is wider than ten (10) feet, it shall be included in a common lot that is a minimum of twenty (20) feet wide and outside of a fenced area, unless otherwise waived by City Council in accord with UDC 11-3A-6.
3. The landscape plan included in Section VII.C, dated July 29, 2022, shall be revised ~~15 days prior to the City Council Hearing~~ as follows:
- a. A detail for each of the amenities shall be depicted on the plan or submitted separately.
  - b. Landscaping shall be depicted on either side of pathways. Landscaping is required along all pathways in accordance with the standards listed in UDC [11-3B-12C](#); a landscape strip a minimum of five (5) feet wide shall be provided along each side of the pathway with a mix of trees, shrubs, lawn, and/or other vegetative ground covers.
  - c. The common driveways abutting Lot 11, Block 3 and Lot 19, Block 7 located at the northwest corner and southwest corner of the development shall incorporate micro paths adjacent to the 5-foot landscape buffers to enhance walkability within the neighborhood.
  - d. Include mitigation calculations on the plan for existing trees that are proposed to be removed in accord with the standards listed in UDC [11-3B-10C.5](#). The Applicant shall coordinate with the City Arborist (Kyle Yorita [kyorita@meridiancity.org](mailto:kyorita@meridiancity.org)) to determine mitigation requirements *prior* to removal of existing trees from the site.

- f. The picnic areas on Lot 6, Block 5, and Lot 3, Block 9 shall be equipped with tables and benches with the proposed shade structures in accordance with UDC 11-3G-4.
  - g. ~~That Lot 10, Block 8 in phase 4 shall include another qualifying amenity serving the northern portion of the neighborhood.~~
  - h. Street “L” shall incorporate a pedestrian connection located within Block 11 due to the block length.
  - i. Make the necessary revisions to the landscape plans to match the plat revisions noted above in IX.2.
4. Future development shall be consistent with the minimum dimensional standards listed in UDC Table 11-2A-6 for the R-8 zoning district.
  5. Off-street parking is required to be provided in accord with the standards listed in UDC Table 11-3C-6 for single-family dwellings based on the number of bedrooms per unit.
  6. The Applicant shall comply with all ACHD conditions of approval.
  7. ~~The Applicant shall ensure the irrigation ditch (Carlson Lateral) bisecting the property is tiled and/or relocated consistent with UDC 11-3A-6 standards.~~ The Calkins Lateral can remain open if granted approval by City Council.
  8. Provide a pressurized irrigation system consistent with the standards as set forth in UDC 11-3A-15, UDC 11-3B-6 and MCC 9-1-28.
  9. Address signage shall be provided at the public street for homes accessed via common driveways for emergency wayfinding purposes.
  10. A perpetual ingress/egress easement shall be filed with the Ada County Recorder or a note added to the final plat that contains the common driveways, which shall include a requirement for maintenance of a paved surface capable of supporting fire vehicles and equipment.
  11. Prior to the City Engineer’s signature on each final plat, a 14-foot wide public pedestrian easement shall be submitted to the Planning Division and recorded for the multi-use pathway along Calkins Lateral.
  12. Upon completion of the landscape installation, a written Certificate of Completion shall be submitted to the Planning Division verifying all landscape improvements are in substantial compliance with the approved landscape plan as set forth in UDC 11-3B-14.
  13. The preliminary plat approval shall become null and void if the applicant fails to either: 1) obtain the City Engineer signature on a final plat within two years of the date of the approved findings; or 2) obtain approval of a time extension as set forth in UDC 11-6B-7.

## **B. PUBLIC WORKS**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=303089&dbid=0&repo=MeridianCity&cr=1>

## **C. FIRE DEPARTMENT**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=300782&dbid=0&repo=MeridianCity>

**D. ADA COUNTY DEVELOPMENT SERVICES**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=301758&dbid=0&repo=MeridianCity>

**E. BOISE PROJECT BOARD OF CONTROL (BPBC)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=301690&dbid=0&repo=MeridianCity>

**F. MERIDIAN PATHWAYS – CONDITIONS**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=303090&dbid=0&repo=MeridianCity>

**G. BOISE KUNA IRRIGATION DISTRICT**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=300883&dbid=0&repo=MeridianCity&cr=1>

**H. IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=301382&dbid=0&repo=MeridianCity>

**I. VALLEY REGIONAL TRANSIT (VRT)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=301026&dbid=0&repo=MeridianCity>

**J. COMPASS**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=301760&dbid=0&repo=MeridianCity&cr=1>

**K. NAMPA & MERIDIAN IRRIGATION DISTRICT (MNID)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=302018&dbid=0&repo=MeridianCity>

**L. IDAHO TRANSPORTATION DEPARTMENT (ITD)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=303608&dbid=0&repo=MeridianCity&cr=1>

**M. NEW YORK IRRIGATION DISTRICT**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=303544&dbid=0&repo=MeridianCity>

**N. SCHOOL IMPACT TABLE**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=305128&dbid=0&repo=MeridianCity>

**O. ADA COUNTY HIGHWAY DISTRICT (ACHD)**

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=305825&dbid=0&repo=MeridianCity>

**X. FINDINGS**

**A. Annexation and Rezone (UDC 11-5B-3E)**

Required Findings: Upon recommendation from the commission, the council shall make a full investigation and shall, at the public hearing, review the application. In order to grant an annexation and/or rezone, the council shall make the following findings:

**1. The map amendment complies with the applicable provisions of the comprehensive plan;**

*Commission finds the proposed zoning map amendment to annex the property into the City of Meridian and rezone apportion of the property with the R-8 zoning district with the proposed preliminary plat and site design is consistent with the Comprehensive Plan, if all conditions of approval are met.*

**2. The map amendment complies with the regulations outlined for the proposed districts, specifically the purpose statement;**

*Commission finds the proposed zoning map amendment and the request for the development complies with the regulations outlined in the requested R-8 zoning district and is consistent with the purpose statement of the requested zone.*

**3. The map amendment shall not be materially detrimental to the public health, safety, and welfare;**

*Commission finds the proposed zoning map amendment should not be detrimental to the public health, safety and welfare should all conditions of approval be met.*

**4. The map amendment shall not result in an adverse impact upon the delivery of services by any political subdivision providing public services within the city including, but not limited to, school districts; and**

*Commission finds the proposed zoning map amendment will not result in an adverse impact on the delivery of services by any political subdivision providing public services within the City.*

**5. The annexation (as applicable) is in the best interest of city.**

*Commission finds the annexation and rezone is in the best interest of the City.*

**B. Preliminary Plat Findings:**

In consideration of a preliminary plat, combined preliminary and final plat, or short plat, the decision-making body shall make the following findings:

**1. The plat is in conformance with the Comprehensive Plan;**

*Commission finds that the proposed plat is in general compliance with the adopted Comprehensive Plan in regard to land use, density, transportation, and pedestrian connectivity. (Please see Comprehensive Plan Policies in, Section V of this report for more information.)*

**2. Public services are available or can be made available and are adequate to accommodate the proposed development;**

*Commission finds that public services will be provided to the subject property with development. (See Section VIII of the Staff Report for more details from public service providers.)*

**3. The plat is in conformance with scheduled public improvements in accord with the City's capital improvement program;**

*Because City water and sewer and any other utilities will be provided by the development at their own cost, Staff finds that the subdivision will not require the expenditure of capital improvement funds.*

**4. There is public financial capability of supporting services for the proposed development;**

*Commission finds there is public financial capability of supporting services for the proposed development based upon comments from the public service providers (i.e., Police, Fire, ACHD, etc.). (See Section IX for more information.)*

**5. The development will not be detrimental to the public health, safety or general welfare; and,**

*Commission is not aware of any health, safety, or environmental problems associated with the platting of this property.*

**6. The development preserves significant natural, scenic or historic features.**

*Commission is unaware of any significant natural, scenic or historic features that exist on this site that require preserving.*



## AGENDA ITEM

**ITEM TOPIC:** Donation Agreement between Eagle 1 LLC and the City of Meridian for Donegan Well Lot



Mayor Robert E. Simison

**City Council Members:**

Joe Borton, President  
Liz Strader, Vice President  
Doug Taylor  
John Overton  
Anne Little Roberts  
Luke Cavener

**TO:** Mayor Robert E. Simison  
Members of the City Council

**FROM:** *Kyle Radek, Assistant City Engineer- Water*

**DATE:** *April 2, 2024*

**SUBJECT: DONATION AGREEMENT WITH EAGLE1 LLC FOR DONEGAN WELL LOT**

**REQUESTED COUNCIL DATE: TBD**

---

**I. RECOMMENDED ACTION**

A. Move to:

1. Approve the donation agreement with Eagle1 LLC for Donegan Well Lot
2. Authorize the Mayor to sign the agreement

**II. DEPARTMENT CONTACT PERSONS**

Kyle Radek, Assistant City Engineer- Water	208-489-0343
Warren Stewart, City Engineer	208-489-0350
Laurelei McVey, Director of Public Works	208-985-1259

**III. DESCRIPTION**

A. Background

As the City water service area expands, additional wells and well sites are needed to provide water service to future customers. Well sites can be acquired through purchase, lease, or donation from land owners / developers.

City staff and developer representatives have worked cooperatively over the past year to identify a parcel of land that appears to be suitable for locating a future city water supply well and accompanying facilities and to draft an agreement to facilitate the donation of that parcel to the city.



**IV. IMPACT**

A. Strategic Impact:

This agreement enables us to meet our mission requirements to identify and prioritize work to anticipate, plan, and provide public services and facilities that support the needs of our growing community and ensure modern reliable facilities while maintaining financial stewardship.

B. Service/Delivery Impact:

This agreement helps ensure our ability to meet future demands in a responsible and timely manner.

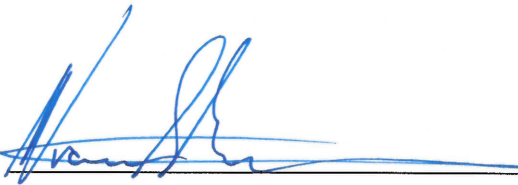
C. Fiscal Impact:

There is no cost to the city through the temporary lease or gift deed described in the agreement

**VII. LIST OF ATTACHMENTS**

- Donation Agreement

Approved for Council Agenda:



A handwritten signature in blue ink, appearing to be 'K. Anderson', is written over a horizontal line.

\_\_\_\_\_

## DONATION AGREEMENT

### Donegan Well Lot

THIS DONATION AGREEMENT (this "**Agreement**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 ("**Effective Date**"), by and between EAGLE1 LLC, an Idaho limited liability company ("**Donor**") and CITY OF MERIDIAN, an Idaho municipal corporation ("**City**"). Donor or City may each individually be referred to as a "**Party**" or collectively as the "**Parties**."

### RECITALS

- A. Donor owns the +/- 11.986-acre parcel of real property located at 2410 E. Columbia Road, Meridian, Idaho 83642 and commonly known as Ada County Parcel No. S1405438700 (the "**Parent Parcel**"); and,
- B. Donor intends to seek annexation of the Parent Parcel into the City of Meridian to allow for the development thereof as a residential subdivision; and,
- C. City operates a public municipal water supply system and desires to acquire a portion of the Parent Parcel to install a water production well, water treatment facility (if needed, as determined by the City), booster station (if needed, as determined by the City), and related facilities (the "**Well System**") to expand the service area of the public municipal water supply system; and,
- D. Donor desires to offer to donate fee simple title to a portion of the Parent Parcel that is legally described on Exhibit A and graphically depicted on Exhibit B (the "**Well Lot**") and an appurtenant easement over a portion of the "future flushing pond" area that is graphically depicted on Exhibit B (the "**Flushing Pond Area**") (collectively, the "**Property**") to City to allow for the expansion of the service area of the public municipal water supply system; and,
- E. City desires to have a reasonable period to engage in customary due diligence into the suitability and utility of the Property for the operation of the Well System prior to accepting the donation thereof; and,
- F. City and Donor desire to enter into this Agreement to memorialize their mutual understanding and agreement with respect to (1) Donor's offer to donate the Property to City; (2) City's right to investigate the suitability and utility of the Property prior to acceptance of the donation; and (3) City's option to accept the donation of the Property and commence with the development of the Well System.

### AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, and the benefits, covenants and agreements hereinafter mentioned on the part and behalf of the Parties, the Parties agree as follows:

1. **OFFER TO DONATE:** For a period commencing on Effective Date and expiring at the earlier of (a) one year after Donor delivers a Completion Notice (defined below) to City or (b) ten (10) years after the Effective Date (the "**Option Period**"), Donor hereby irrevocably offers to donate the Property to City in accordance with this

Agreement, which donation is subject to, and will only be effective upon, acceptance thereof by City as set forth in this Agreement.

2. **OPTION TO ACCEPT DONATION.** If the City intends to develop the Well System on the Property, then City may accept Donor's offer at any time prior to the expiration of the Option Period by written notice thereof to Donor (the "**Acceptance Notice**"). City covenants that it will not deliver an Acceptance Notice unless the City then intends to thereafter develop the Well System on the Property. If at any time City, in its discretion, finds the Property to be unsuitable for the Well System for any reason or City elects for any reason not to accept Donor's offer to donate the Property, then City may terminate this Agreement by written notice thereof to Donor (a "**Termination Notice**"). If City fails to deliver an Acceptance Notice to Donor prior to the expiration of the Option Period for any reason, then the City will be deemed to have delivered a Termination Notice to Donor at the expiration of the Option Period.

3. **DUE DILIGENCE REVIEW**

3.1 During the Option Period, Donor will provide City with reasonable access to the Property so City may conduct such inspections, due diligence and other activities on the Property as the City deems prudent or convenient for the City to determine the suitability of the Property for the Well System. The access must be in a location reasonably acceptable to City, which location must be via Columbia Road and must be suitable for well drilling equipment, construction equipment and other vehicles; provided, however, City is responsible for installing any improvements in the access way desired by City. Donor may reasonably relocate the access at Donor's expense and after reasonable notice to City.

3.2 City's due diligence activities may include, but are not limited to, land surveys, environmental surveys, drilling of test wells, applications for water rights or water right transfers and any other inspections, inquiries, testing and other investigations regarding any aspect of the Property or the suitability of the Property for City's purposes that the City deems desirable. Donor will reasonably cooperate with City's efforts and will promptly sign any applications, consents, affidavits, surveys or other documents reasonably requested by City in connection therewith, provided that Donor does not incur an unusual material expense that City does not agree to reimburse. All inspections will be conducted at City's sole cost and expense and in accordance with applicable law.

3.3 City will not engage in destructive inspections without Donor's prior written consent, which consent will not be unreasonably withheld. City will, at its sole cost and expense, promptly restore any physical damage or alteration of the physical condition of the Property that results from any inspections conducted by or on behalf of City. City will keep the Property free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of City with respect to any inspection or testing of the Property during the Option Period. If any lien is filed, City will cause the lien to be discharged of record in accordance with applicable law. To the fullest extent permitted by law, City agrees to indemnify, defend and save Donor harmless from any claims, damages, liability and expenses (including reasonable attorneys' fees) arising out of City's entry onto the Property during the Option Period.

3.4 If City delivers (or is deemed to have delivered) a Termination Notice, then City shall, to the extent practicable and with reasonable promptness, remove any improvements on the Property by City (including the decommissioning and capping of any test wells) and restore the surface of the Property to its pre-Agreement level and condition, unless otherwise agreed by Donor and City by separate written agreement.

3.5 City agrees that Donor is donating, and City will accept, the Property in its "as-is" condition, as of the Effective Date, subject to modification thereof by Donor that may be approved by City (such as any subdivision improvements approved by City), which approval will not be unreasonably withheld. City agrees that Donor shall not be obligated to perform any work or furnish any other materials in, to, or about the Property in order to prepare the Property for use or occupancy by City under this Agreement.

4. **ANNEXATION; SUBDIVISION; COMPLETION NOTICE**

4.1 City acknowledges that Donor intends to annex the Parent Parcel into the City and subdivide the Parent Parcel into a residential community, and Donor acknowledges that City's review of Donor's application for annexation and subdivision of the Parent Parcel will be considered by City on its own merits, independent of this Agreement.

4.2 Donor covenants that any preliminary plat and any final plat for the Parent Parcel will designate the Well Lot and the Flushing Pond Area as separate lots in accordance with this Agreement and otherwise reasonably acceptable to City. City acknowledges that the Well Lot will otherwise be an ordinary lot in the subdivision that will be eligible for development of a single-family home thereon in accordance with the applicable entitlement approvals, in the event that the City elects to terminate this Agreement prior to delivery of an Acceptance Notice (and also so the Well Lot may be sold as an ordinary single-family home lot in the event that City elects to dispose of the Well Lot after obsolescence of the Well System).

4.3 Upon the recordation of any final plat that includes the Property, Donor agrees to promptly deliver a notice thereof to City (a "**Completion Notice**"), and provide the City with a copy of the recorded plat. Further, if the City has then issued an Acceptance Notice prior to delivery of the Completion Notice, then Donor will also provide City with the documents identified in Section 5.2 concurrently with the Completion Notice.

5. **DONATION:** If City delivers an Acceptance Notice to Donor prior to expiration of the Option Period, then:

5.1 If Donor has not then delivered a Completion Notice, then the Temporary Lease set forth in Section 6 will apply until the Property is donated to the City in accordance with Section 5.2.

5.2 If Donor has then delivered a Completion Notice to City, Donor will promptly execute and deliver to City a Gift Deed in the form substantially similar to that attached hereto as Exhibit C (the "**Gift Deed**"). Upon receipt of the Gift Deed, then City agrees to promptly accept the Gift Deed by executing and recording the same. City will have the right to purchase any title insurance for the donation desired by City, at City's expense, and Donor agrees to execute any certificate or affidavit reasonably requested by City or City's title insurer in connection therewith (provided that the same is consistent with this Agreement). If City elects to use the services of an escrow agent selected by City for the closing of the Gift Deed, at City's expense, then Donor will reasonably cooperate with City and such escrow agent.

5.3 If City accepts the donation of the Property, City understands that Donor may be entitled to claim a charitable contribution deduction under Internal Revenue Code § 170 for the fair market value of the Property. It is further agreed and understood that City has not provided, and will not be required to provide, any goods, services or other thing of value to Donor in connection with this transaction. This Agreement and the related documents will be deemed a contemporaneous written acknowledgment for purposes of the substantiation requirements of Internal Revenue Code § 170 and Treas. Reg. § 1.170A-13(f). City agrees to provide further information or documentation as Donor may reasonably

request from time to time in order to claim a charitable deduction under Internal Revenue Code § 170, and to acknowledge receipt of the Property as required by IRS Form 8283, Noncash Charitable Contributions Form.

6. **TEMPORARY LEASE:** If the City delivers the Acceptance Notice to Donor prior to Donor delivering a Completion Notice to City, then City's delivery of the Acceptance Notice will automatically constitute Donor's lease of the Property to City in accordance with this Agreement and as follows (the "**Temporary Lease**"):
- 6.1. The term of the Temporary Lease will commence on the date of the Acceptance Notice and continue in effect until recordation of the Gift Deed pursuant to Section 5.2, at which time the Temporary Lease will terminate.
  - 6.2. There shall be no rent due to Donor under the Temporary Lease, as Donor and City agree that the mutual benefits provided by the Temporary Lease provide adequate consideration for the Temporary Lease (i.e., with the City having the benefit of being able to commence work on the Well System on the Property in advance of annexation and platting of the Property, and Donor having the benefit of having a better public water service system available to serve the Parent Parcel).
  - 6.3. City will use the Property only for the construction, operation, maintenance and repair of the Well System (and adjacent flushing pond) in accordance with this Temporary Lease, and no other purpose without the prior written consent of Donor. City covenants to Donor that City will not construct any pole, tower or other structure on the Property greater than thirty-five (35) feet in height. City must maintain the Flushing Pond Area until Donor delivers a Completion Notice to City, and all City improvements on the Property must be compliant with applicable law and otherwise be maintained in a neat and orderly condition.
  - 6.4. City shall have the right to construct, operate, maintain and repair a Well System (and adjacent flushing pond) on the Property, all of which must be done in accordance with applicable law and otherwise in a neat and orderly condition.
  - 6.5. City agrees to comply with all applicable laws governing its use of the Property and to do all things necessary to stay in compliance with the same.
  - 6.6. Donor will provide City with a temporary access easement to the Property during the term of the Temporary Lease in a location reasonably acceptable to City, which location must be via Columbia Road and must be suitable for well drilling equipment, construction equipment and other vehicles to construct, operate, and maintain the Well System; provided, however, City is responsible for installing any improvements in the access way desired by City. Donor may reasonably relocate the access easement at Donor's expense and after reasonable notice to City.
  - 6.7. If requested by the City, Donor will provide City with a temporary utility easement for electricity service to the Property during the term of the Temporary Lease in a location reasonably acceptable to City. City shall promptly pay for any utilities utilized by City. Nothing herein will require City to extend utility infrastructure to the Property.
  - 6.8. City shall, at its cost, maintain a comprehensive liability insurance policy covering the Property at all times during the term of the Temporary Lease in the names and for the benefit of City and Donor as co-insureds in the sum of \$500,000.00 single-limit coverage.

- 6.9. Provided that City performs all of its obligations under this Agreement, City's quiet enjoyment and possession of the Property will not be disturbed by Donor except as otherwise provided in this Agreement.
7. **NO TOWER.** City covenants to Donor that City will not construct any pole, tower or other structure on the Property greater than thirty-five (35) feet in height earlier than ten (10) years after recordation of the Gift Deed.
8. **FUTURE MAINTENANCE OF PROPERTY.** City shall be responsible for landscaping and maintaining the Well Lot. Donor or any homeowners' association serving a subdivision of the Parent Parcel shall be responsible for landscaping and maintaining the Flushing Pond Area, which may be utilized for stormwater management and other purposes, so long as such use does not unreasonably interfere with City's use of the Flushing Pond Area. If requested by Donor or any homeowners' association serving a subdivision of the Parent Parcel, City agrees to work cooperatively to allow, to the extent practical or desirable, the homeowners' association to landscape and maintain the perimeter of the Well Lot in the same manner as common area located on the Parent Parcel.
9. **TAXES AND ASSESSMENTS:** Donor shall pay all real estate taxes and other assessments of any kind levied against the Property during the term of this Agreement as the same become due.
10. **ASSIGNMENT OR SUBLEASING:** City shall not assign this Agreement nor sublet any interest in the Property, or any portion thereof, without Donor's prior written consent; provided, however, such consent shall not be unreasonably withheld by Donor. Donor will have the right to convey the Property so long as the transferee agrees in writing to be bound by the terms of this Agreement.
11. **LABOR CONTRACTS AND EMPLOYEES:** The Parties expressly covenant and agree that all labor contracts and employment agreements with employees or contractors providing services or materials to or construction upon the Property shall be made directly with City and that all such employees and contractors shall be deemed solely the employees or contractors of City and in no way employees or contractors of Donor. City covenants and agrees to keep the Property free and clear of any claims, including but not limited to, mechanics or materialmen's liens.
12. **WASTE PROHIBITED:** City shall not commit any waste or damage to the Property nor permit any waste or damage to be done thereto.
13. **LIABILITY:** Donor shall not be liable for any injury or damage which may be sustained by any person or property resulting from the City's use of the Property.
14. **CONDEMNATION:** If the entire Property, or a substantial part thereof, are condemned or taken by purchase in lieu thereof by any party other than City, then this Agreement shall terminate as of the time possession is taken.
15. **TIME IS OF THE ESSENCE:** Time and the strict and faithful performance of each and every one of the conditions of this Agreement are expressly made the essence of this Agreement.
16. **DONOR DEFAULT.** If Donor defaults in the keeping, performing or observing of any of the covenants and agreements herein contained and such default shall remain uncured for a period of ninety (90) days after written notice shall have been sent by certified mail to Donor as hereinafter provided, then in such event the City may, at City's election, pursue any remedy available in law or equity.
17. **CITY DEFAULT.** If City defaults in the keeping, performing or observing of any of the covenants and agreements herein contained prior to City's acceptance and recordation of the Gift Deed, and such default

remains uncured for a period of ninety (90) days after written notice shall have been sent by certified mail to City as hereinafter provided, then in such event the Donor may, at Donor's election, either in law or equity, seek specific performance of this Agreement or may declare this Agreement forfeited and terminated and may re-enter the Property to repossess and enjoy the same as in their first estate, and the effect of such default shall in itself, at the election of Donor, without further notice or demand constitute a forfeiture and termination of this Agreement, and if thereafter the City shall fail to surrender possession of the Property to Donor, the City shall be deemed guilty of an unlawful and forcible detention of the Property. If this Agreement is terminated for default of any of the covenants and agreements herein contained, City hereby agrees to pay all reasonable expenses incurred by Donor in obtaining possession of the Property from City and in removing the improvements thereon, including reasonable legal expenses and attorneys' fees, and to pay such other expenses as the Donor may incur in putting the Property in good order and condition as herein provided. In the event of notification of default by Donor to City and City does in fact cure such default, then and in that event City shall pay, in addition to all arrearages as existing under the notice of default, the reasonable attorneys' fees incurred by Donor in determination of the default and the notification to the defaulting City.

18. **ATTORNEYS' FEES:** In the event an action is brought to enforce any of the terms or provisions of this Agreement, or enforce forfeiture thereof for default thereof by either of the Parties hereto, the prevailing Party in such action or collection shall be entitled to recover from the other Party its reasonable attorneys' fee and litigation costs, together with such other costs as may be authorized by law.
19. **ENVIRONMENTAL:** During the term of this Agreement, City will not deposit, store, dispose of, or place upon, about, or under the Property any hazardous substances in violation of Idaho or federal law.
20. **NOTICES:** All notices required to be given to each of the Parties hereto under the terms of this Agreement shall be given in writing by depositing a copy of such notice in the United States mail, postage prepaid, certified, return receipt requested, to the respective Parties hereto at the following address, or to such other address as may be designated by writing delivered to the other Party. All notices given by certified mail shall be deemed completed as of the first date of delivery or refusal of delivery.

Donor: Eagle1 LLC  
c/o Conger Management Group  
4824 W. Fairview Avenue  
Boise, Idaho 83706

City: City of Meridian  
Attn: City Engineer  
33 E. Broadway Avenue  
Meridian, Idaho 83642

21. **REPRESENTATIONS:** It is understood and agreed by and between the Parties hereto that there are no verbal promises, implied promises, agreements, stipulations, representations, or warranties of any character excepting those set forth in this Agreement.
22. **BINDING EFFECT:** The provisions and stipulations hereof shall inure to the benefit of and bind the heirs, executors, administrators, assigns, and successors in interest of the respective Parties hereto.
23. **RECORDING:** Donor or City may record this Agreement, or a memorandum of this Agreement, in the real property records of Ada County, Idaho. In such event, if this Agreement terminates for any reason, then Donor and City agree to promptly execute and record an instrument memorializing the termination of this Agreement.

24. **GOVERNING LAW.** The laws of the State of Idaho will govern the validity, performance and enforcement of this Agreement, and venue for any action arising out of the Agreement will be in Ada County, Idaho.
25. **HEADINGS:** The bolded paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in interpreting or construing this Agreement.
26. **RECITALS; EXHIBITS:** The recitals and exhibits to this Agreement are an integral part of this Agreement, and are fully incorporated herein.
27. **SEVERABILITY:** If any portion or portions of this Agreement shall be, for any reason, invalid or unenforceable, the remaining portion or portions shall nevertheless be valid, enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intentions of the Parties hereto.

[ end of text; counterpart signature pages follow ]



COUNTERPART SIGNATURE PAGE

IN WITNESS WHEREOF, Donor and City do execute this Agreement effective the day and year first above written.

"Donor"

EAGLE1 LLC, an Idaho limited liability company

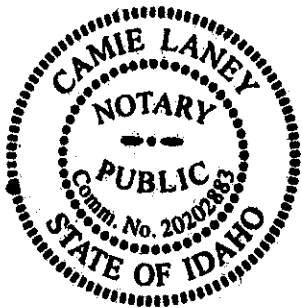
By: [Signature]  
Name: Chris Nolan  
Title: Manager

STATE OF IDAHO )

) ss.

County of Ada )

This record was acknowledged before me on April 2 2024, by Chris Nolan as Manager of Eagle1 LLC.



[Signature]  
Signature of Notary Public

My Commission Expires: 8-3-2026

COUNTERPART SIGNATURE PAGE

IN WITNESS WHEREOF, Donor and City do execute this Agreement effective the day and year first above written.

"City"

CITY OF MERIDIAN, an Idaho municipal corporation

By: \_\_\_\_\_  
Robert E. Simison, Mayor

Attest: \_\_\_\_\_  
Chris Johnson, City Clerk

STATE OF IDAHO        )  
                              ) ss.  
County of Ada         )

This record was acknowledged before me on \_\_\_\_\_ by Robert E. Simison and Chris Johnson, as Mayor and City Clerk, respectively, of City of Meridian.

\_\_\_\_\_  
Signature of Notary Public

My Commission Expires: \_\_\_\_\_

EXHIBIT A

LEGAL DESCRIPTION OF THE WELL LOT



Sawtooth Land Surveying, LLC

P: (208) 398-8104 F: (208) 398-8105  
2030 S. Washington Ave., Emmett, ID 83617

Donegan Well Site Description

**BASIS OF BEARINGS** is N. 89°41'03" E. between an illegible aluminum cap marking the S1/4 corner of Section 5 and an illegible aluminum cap marking the SE corner of Section 5, T. 2 N., R. 1 E., B.M., Ada County, Idaho.

A parcel of land located in the SE1/4 of Section 5, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

**COMMENCING** at an aluminum cap marking the S1/4 corner of said Section 5;

Thence N. 0°57'18" W., coincident with the west line of said SE1/4, a distance of 773.49 feet;

Thence leaving said west line, N. 89°02'42" E., 55.00 feet to the **POINT OF BEGINNING**;

Thence N. 0°57'18" W., parallel with said west line, 144.28 feet;

Thence S. 83°27'43" E., 103.00 feet;

Thence S. 82°20'18" E., 57.77 feet;

Thence S. 6°47'14" W., 123.32 feet;

Thence S. 89°02'42" W., 142.62 feet to the **POINT OF BEGINNING**.

Said parcel contains 0.465 acres more or less.

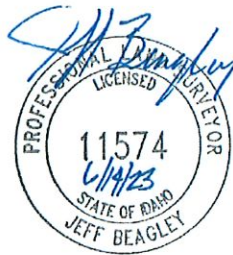


EXHIBIT B

GRAPHIC DEPICTION OF THE WELL LOT AND FLUSHING POND AREA

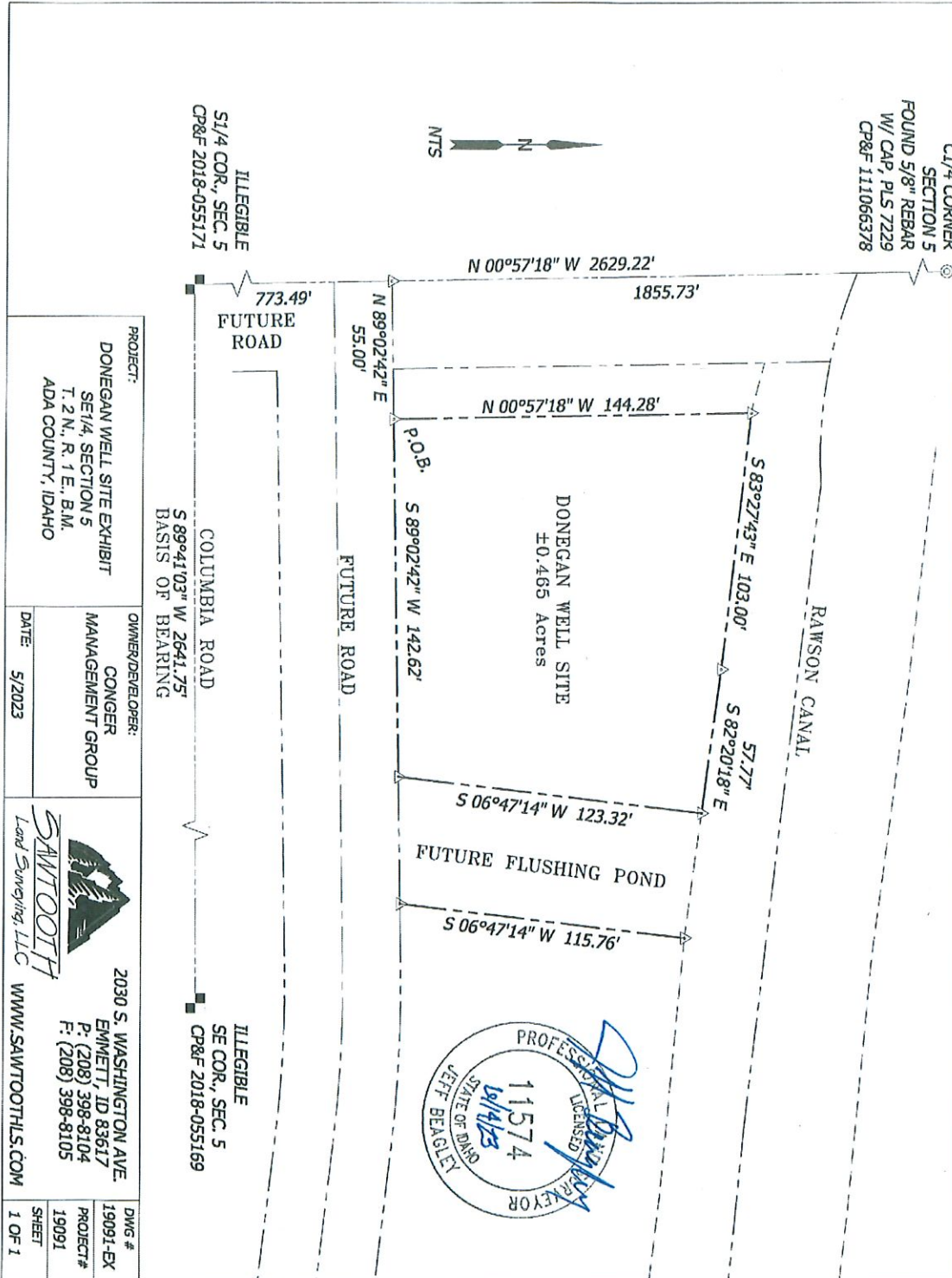


EXHIBIT C  
GIFT DEED

Recording requested by, and return to:

City of Meridian  
33 E. Broadway Avenue  
Meridian, Idaho 83642

GIFT DEED

EAGLE1 LLC, an Idaho limited liability company ("**Grantor**"), hereby grants and conveys as a gift unto CITY OF MERIDIAN, an Idaho municipal corporation ("**Grantee**"), whose current mailing address is 33 E. Broadway Avenue, Meridian, Idaho 83642, all of Grantor's right, title and interest in that certain real property located in Ada County, Idaho, legally described as ("**Property**"):

See Exhibit A-1, attached hereto and incorporated herein

SUBJECT TO the lien of real property taxes for the then current calendar year not yet due and payable, all matters of record or appearing from a careful inspection of the land, and anything made, done or suffered by Grantee or Grantee's agents.

TO HAVE AND TO HOLD the Property, with its easements, water and water rights, and all other rights and appurtenances unto Grantee, and Grantee's successors and assigns forever.

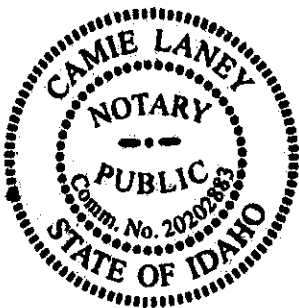
GRANTOR:

EAGLE1 LLC, an Idaho limited liability company

By: [Signature]  
Name: Chris Nolan  
Title: Manager

STATE OF IDAHO )  
 ) ss.  
County of Ada )

This record was acknowledged before me on April 2, 2024, by Chris Nolan as Manager of Eagle1 LLC.



[Signature]  
Signature of Notary Public

My commission expires: 8-3-2026

EXHIBIT A-1

LEGAL DESCRIPTION

[Lot \_\_\_ in Block \_\_\_ of \_\_\_\_\_ Subdivision, in accordance with the official plat thereof recorded in the real property records of Ada County, Idaho as Instrument No. \_\_\_\_\_] or [appropriate metes and bounds legal description]

Together with a perpetual easement over the real property that is legally described as follows (the "Easement Area"):

[ add lot and block or metes and bounds legal description]

for the purpose of the construction, operation, maintenance and repair of a flushing pond and related drainage facilities for overflow water from Grantee's water well supply system on the dominate estate.

Grantor shall be responsible for general maintenance of the Easement Area, but Grantee shall be responsible for constructing, maintaining, repairing, and replacing any specific improvements that Grantee installs in the Easement Area as desired by Grantee. Grantor may not place any improvements on, over or under the Easement Area without prior approval of Grantee; provided, however, Grantor may (1) install improvements to utilize the Easement Area for stormwater management, irrigation, recreational and aesthetic purposes and (2) landscape the Easement Area (and install irrigation systems for such landscaping), so long as the same does not interfere with Grantee's use of the Easement Area as authorized herein.

The Easement is not exclusive, and Grantor may use the Easement Area for any purpose that does not interfere with the use of the Easement Area by Grantee as permitted herein. The Easement Area is not dedicated to the public and no use of the Easement Area by the general public is authorized herein.

This Easement may not be amended except by a written instrument executed by Grantor and Grantee, which instrument will be effective upon recordation in the real property records of Ada County, Idaho.

If Grantee elects to abandon the Easement (which will be presumed if Grantee ceases to use the dominate estate for a water well system for a period of five (5) years or longer, or if Grantee conveys the dominate estate to any party other than a public or private water utility provider), then Grantee agrees to terminate this Easement of record.



## AGENDA ITEM

**ITEM TOPIC:** Approval of Task Order 5040.0200.b to Brown and Caldwell for the ARPA Funded Biosolids Dryer Project - Final Design for the Not-to-Exceed amount of \$692,992.00 and authorize the Procurement Manager to execute the Task Order and resulting Purchase Order



# MEMO TO CITY COUNCIL

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## Request to Include Topic on the City Council Agenda

**From:** Keith Watts **Meeting Date:** 4/16/2024  
**Presenter:** N/A - Consent **Estimated Time:** N/A  
**Topic:** Approval of Task Order 5040.0200.b to Brown and Caldwell for the ARPA Funded Biosolids Dryer Project - Final Design for the Not-to-Exceed amount of \$692,992.00.

---

### Recommended Council Action:

Approval of Task Order 5040.0200.b and authorize the Procurement Manager to execute the Task Order and resulting PO for \$692,992.00.

### Background:

This Task Order is utilizing ARPA funds previously approved by Council.



# CONTRACT CHECKLIST

I. PROJECT INFORMATION			
Date:	3/12/2024	REQUESTING DEPARTMENT	<b>Public Works</b>
Project Name:	<b>WRRF Biosolids Dryer Project</b>		
Project Manager:	David Briggs	Contract Amount:	<b>\$692,992</b>
Contractor/Consultant/Design Engineer:	<b>Brown and Caldwell</b>		
Is this a change order?    Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Change Order No. _____			

II. BUDGET INFORMATION (Project Manager to Complete)	III. Contract Type
Fund: <u>61</u> Budget Available (Purchasing attach report): Department: <u>3590</u> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> GL Account: <u>96153</u> FY Budget: <u>FY24</u> Project Number: <u>5040.0200.a</u> Enhancement:    Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Will the project cross fiscal years?    Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Construction <input type="checkbox"/> Task Order <input checked="" type="checkbox"/> Professional Service <input type="checkbox"/> Equipment <input type="checkbox"/> Grant <input type="checkbox"/>

IV. GRANT INFORMATION - to be completed only on Grant funded projects			
Grant #:	Wage Determination Received	Wage Verification 10 Days prior to bid due date	Debarment Status (Federal Funded)
<u>5040.02</u>	<u>N/A - Professional Services</u>	<u>N/A</u>	
	<small>Print and Attach the determination</small>	<small>Print, attach and amend bid by addendum (if changed)</small>	<a href="http://www.sam.gov">www.sam.gov</a> <small>Print and attach</small>

V. BASIS OF AWARD		
BID	RFP / RFQ	TASK ORDER
<b>Award based on Low Bid</b>	<b>Highest Ranked Vendor Selected</b>	Master Agreement Category: <u>2A</u>
(Bid Results Attached)    Yes <input type="checkbox"/> No <input type="checkbox"/>	(Ratings Attached)    Yes <input type="checkbox"/> No <input type="checkbox"/>	Date MSA Roster Approved: _____
Typical Award    Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
If no please state circumstances and conclusion: _____		
Date Award Posted: _____    7 day protest period ends: _____		

VI. CONTRACTOR / CONSULTANT REQUIRED INFORMATION			
PW License	Expiration Date:	Corporation Status	Good Standing
<u>N/A</u>	<u>N/A</u>		
Insurance Certificates Received (Date):	Expiration Date:	<u>5/31/2024</u>	Rating: <u>A+</u>
Payment and Performance Bonds Received (Date):	<u>N/A</u>	Rating: <u>N/A</u>	
Builders Risk Ins. Req'd:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, has policy been purchased?	<u>N/A</u>
<small>(Only applicable for projects above \$1,000,000)</small>			

VII. TASK ORDER SELECTION (Project Manager to Complete)	
Reason Consultant Selected	<input checked="" type="checkbox"/> 1 Performance on past projects <input checked="" type="checkbox"/> 2 Qualified Personnel <input checked="" type="checkbox"/> 3 Availability of personnel <input checked="" type="checkbox"/> 4 Local of personnel
<i>Check all that apply</i> <input checked="" type="checkbox"/> Quality of work <input checked="" type="checkbox"/> On Budget <input checked="" type="checkbox"/> On Time <input checked="" type="checkbox"/> Accuracy of Construction Est	
Description of negotiation process and fee evaluation: Brown and Caldwell submitted a draft task order for this work whichg was reviewed by the City. Brown and Caldwell revised the task order based on City comments and brought it into alignment with industry standards and Public Works supports the approval of this task order.	
_____ <u>4/3/2024</u> Clint Dolsby                      Date Approved Enter Supervisor Name	

VIII. AWARD INFORMATION			
Date Submitted to Clerk for Agenda:	Approval Date	By: _____	
<u>April 9, 2024</u>			
Purchase Order No.:	Date Issued:	WHS submitted	<u>N/A</u>
		<small>(Only for PW Construction Projects)</small>	
NTP Date:	_____		

# TASK ORDER NO. 5040.0200.b

Pursuant to the

## MASTER AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN

**CITY OF MERIDIAN (OWNER) AND BROWN & CALDWELL (ENGINEER)**

This Task Order is made this 16<sup>th</sup> day of April, 2024 and entered into by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as “Owner”, and accepted by Brown & Caldwell, hereinafter referred to as “Engineer” pursuant to the mutual promises, covenant and conditions contained in the Master Agreement (Category 2a) between the above-mentioned parties dated October 2, 2023. The Project Name for this Task Order is as follows:

## **ARPA FUNDED WRRF BIOSOLIDS DRYER PROJECT**

-

## **FINAL DESIGN AND BIDDING SERVICES**

### **PROJECT UNDERSTANDING**

This project will utilize ARPA Grant Funds. Supplemental Provisions are attached as Appendix A beginning on page 12.

During this phase of the project, Consultant will conduct final design engineering, develop the Final Design, and Bid Document submittals for the new Biosolids Dryer. The Final Design will advance the general arrangement design developed during Preliminary Engineering.

The project will involve improvements related to the following WRRF processes:

- Modifications to the biosolids cake conveyance system in the dewatering facility, including a below grade cake conveyor to the new biosolids dryer.
- A new rectangular, thermally enhanced solar biosolids dryer located on the biosolids pad.
- Expansion of the existing hot water loop and new secondary loop and pump to provide heat to the biosolids dryer.
- Conveyance equipment for dried biosolids storage and truck loading.
- Site-civil improvements including relocation of utilities and paving/grading modifications around the new dryer.

# **SCOPE OF WORK**

## **TASK 1 – Final Design**

- Focus on advancing planning and preliminary engineering concepts that have been developed in the Biosolids Dryer Preliminary Engineering task order (No. 5040.0200.a). Leading up to the Final Design milestone, elements of the work will be discussed and submitted separately for review by the City to confirm design direction (e.g., Coordination Meetings).
- Document the final design plans and specifications for the Project scope of work to achieve the following objectives:
  - Use information from previous surveys and geotechnical reports to complete the detailed design.
  - Finalize details of design concepts documented in the Preliminary Engineering Report.
  - Complete detailed design and preparation of contract documents and obtain City approval on the proposed design.
  - Document compliance and approval with regulatory requirements that pertain to the design of sewage treatment facilities.
  - Obtain code compliance approval and a building permit from the City of Meridian Building Services.
  - Update construction cost and schedule estimates.
  - Complete development of contract documents for the City to solicit construction contractor bids.

### **1.1 Architectural Final Design**

- Perform architectural design up to and including final drawings and specifications for public bidding of the Project.
- Final Design of the Biosolids Dryer will match to the best extent possible architectural treatment and materials that exist on other WRRF campus buildings.

#### *Deliverables*

- Architectural (A) drawings and specifications will be included with the final design and bid document submittals.
- COMCheck Envelope Compliance Certificate for the Biosolids Dryer Building.

### **1.2 Site-Civil Final Design**

- Design general and civil site work up to and including final drawings and specifications for public bidding of the Project.
- Civil drawings and specifications will be based on existing topographic base mapping and as-built drawings of the existing facilities and buried utilities, engineering calculations, and new/existing background geotechnical information.
- This task also includes design of access roads, site excavation, grading, paving, yard piping and utilities, drainage conveyance, and erosion control.

#### *Deliverables*

- General (G) and civil (C) drawings and specifications will be submitted with the final design and bid document submittals.

- General drawings will include title sheet and vicinity maps, drawing index, general symbols, legends, and abbreviations, and process flow diagrams.
- Civil drawings will include site plan, site demolition, paving and grading plans, yard piping plans, miscellaneous details, temporary erosion/sedimentation control details, and various site plans and sections.

### **1.3 Structural Final Design**

- Provide structural design, up to and including final drawings and specifications for public bidding of the Project.
- Structural drawings will be based on as-built drawings of the existing facilities, structural calculations, and new/existing background geotechnical information.
- The controlling code will be the 2018 International Building Code with local amendments.
- Structural drawings and specifications will be prepared for the mat foundation of the Biosolids Dryer , the footings of the preengineered Greenhouse , miscellaneous equipment and conveyance supports, and foundations and other structural aspects of any new/existing facilities associated with the Project.

#### *Deliverables*

- Structural (S) drawings and specifications will be submitted with the final and bid document submittals.

### **1.4 Process Mechanical Final Design**

- Prepare process and instrumentation documents (P&ID) and mechanical design documents up to and including final drawings and specifications for public bidding of the Project.
- P&ID drawings will be based on as-built drawings of the existing facilities, engineering calculations, and the characteristics of new process equipment needed for this Project.
- Process mechanical drawings and specifications will include final process design, equipment sizing and selection for each process area, process piping layout, and the final mechanical plan views, mechanical sections, and process control narratives.

#### *Deliverables*

- P&ID (I) drawings and mechanical (D) drawings and specifications will be submitted with the final and bid document submittals.

### **1.5 Electrical Final Design**

- Perform electrical design up to and including final drawings and specifications for public bidding of the Project.
- Electrical drawings will be based on power improvements required for the Project, including all raceway and cable schedules, and control schematics with reference to I&C-specified process instrumentation and control devices.
- Electrical drawings will show equipment locations and associated cable or raceways and indicate equipment connections as home-run type symbols with reference to which motor control center or electrical panel that a cable is to be connected.

### *Deliverables*

- Electrical (E) drawings and specifications will be submitted with the final and bid document submittals.
- COMCheck Interior and Exterior Lighting Compliance Certificates for Biosolids Dryer.

## **1.6 Instrumentation Final Design**

- Develop instrumentation and controls drawings and specifications as required to monitor and control the Project up to and including final drawings and specifications for public bidding of the Project.
- Instrumentation drawings will include sensors and instruments to be used (coordinated with electrical for hazardous environments requirements), installation details for equipment, and control system network diagrams.
- Specifications will include control system hardware and software requirements and written narrative descriptions of control strategies and sequences.

### *Deliverables*

- Instrumentation (I) drawings and specifications will be submitted with the final and bid document submittals.

## **TASK 2- Project Management and Design Support Services**

### **2.1 Document Preparation**

- Prepare the Final Design and Bid Document submittal packages.
- Final Design and Bid Document submittals will be delivered to the City in electronic PDF formats. Final Design (permit review set) will also be delivered in hard copy format. The specifications will be prepared in Microsoft Word and drawings will be prepared using Revit 2021 and Civil 3D (for civil drawings). Hard copy bound documents of the specifications and drawings (11"x17" half-sized drawings) will be submitted for internal distribution to the City.

### *Deliverables*

- Prepare the Final Design package (work products from Task 1 activities) for City and permitting agency review. One electronic PDF and four hard copies will be provided.
- After incorporating City and permitting agency review comments, a Bid Document package will be submitted to the City. One electronic PDF will be provided.

### **2.2 Project and Design Management**

- Provide management, direction, coordination, and control of all work associated with Project schedule, budget, subconsultants, technical quality, and monthly progress reports and invoices for the Project.
- This task includes the following activities:
  - Update the Project Management Plan and Quality Plan for Final Design activities (internal use only).
  - Update the Health and Safety plan for Final Design activities (internal use only).
  - Maintain the Final Design project schedule.
  - Prepare monthly project status reports. Progress reports will identify budget status, progress status, and activities of the previous month.

- Supervise project staff.
- Manage Consultant budget and schedule.
- Procure, supervise, and coordinate the activities of subconsultants providing specialized or supplemental engineering services.
- Coordinate design disciplines.

*Deliverables*

- Monthly progress reports and invoices

**2.3 Coordination Meetings**

- Provide a regular forum for receipt, exchange, response, and documentation of project planning, design, and management related issues and decisions during the Project.
- This task includes the following coordination meetings:
  - Six workshops up to 3-hours in duration on-site at the City's WRRF or via MS Teams with PM, DM, and up to four additional design engineers (discipline leads) to present and review findings, discuss design issues/decision log progress, and obtain site access for information gathering.
  - Bi-weekly internal Project team meetings during the Final Design phase (1-hour duration teleconference between Consultant disciplines) for a duration of up to seven months to discuss design issues, review schedule, and coordinate amongst discipline team members.

*Deliverables*

- Agenda and workshop presentation content to be distributed at all coordination meetings with City staff
- Issues/decision log updated following each coordination meeting with City staff
- Meeting notes for all coordination meetings with City staff

**2.4 Construction Cost Estimate and Construction Schedule**

- Provide the probable construction cost and construction schedule estimates based on the Final Design submittal. A Class 1 estimate will be submitted in accordance with the Association for the Advancement of Cost Engineering Estimate Classification System.

*Deliverables*

- Cost Estimate for the Final Design will subdivide the cost estimate by process areas and by major engineering disciplines.
- Construction Schedule will include a basic work breakdown structure schedule estimate based on the Final Design submittal.

**2.5 Quality Assurance/Quality Control (QA/QC)**

- Implement a QA/QC program as defined in the Quality Plan to review products from this scope. City and regulatory agency review comments will also be incorporated to prepare and complete the Bid Document submittal. Additionally, the City is assumed to participate in this process and provide independent review of products.
- Consultant will provide appropriate calculation and deliverable QA/QC reviews by in-house, senior staff members. No external value engineering reviews are included in this scope.

## *Deliverables*

- Issues/decision log

### **2.6 Permitting Assistance**

- Assist the City in preparing and submitting permits and other regulatory documents required for the Final Design associated with new facility construction.
- Based on prior project experience, Consultant has budgeted for the following permits and/or approvals to be included in this scope of work:
  - IDEQ
    - The Final Design submittal will be transmitted to IDEQ upon approval by the City.
    - Final Design submittal comments will be resolved by Consultant to the satisfaction of IDEQ. Any changes to drawings or specifications because of this review will be issued as part of the Bid Document submittal.
  - City Building Services Permits
    - Consultant will coordinate with City to set up an intake review meeting with the City Building Services Department in advance of submitting the Certificate of Zoning Compliance (CZC) checklist and Final Design permit review application.
    - The CZC checklist and supplemental information (project narrative, cover sheet, site-civil drawings, architectural elevations, and AutoCad files) will be submitted for City Building Services review/approval in advance of the Final Design submittal.
    - CZC submittal comments will be resolved by Consultant to the satisfaction of the City Building Services Department. Any changes to drawings or specifications because of this review will be issued as part of the Final Design submittal.
    - The Final Design submittal will be transmitted to the City Building Services Department following CZC approval.
    - Final Design submittal comments will be resolved by Consultant to the satisfaction of the City Building Services Department. Any changes to drawings or specifications because of this review will be issued as part of the Bid Document submittal.
  - Stormwater Pollution Prevention Permit (SWPPP)
    - Consultant will include drawings for installation of best management practices (BMPs) facilities in the Final Design submittal.
    - Consultant will include a specification in the Final Design submittal outlining the construction contractor's responsibilities for using the drawings in support of developing the SWPPP and submitting a Notice of Intent (NOI) to the IDEQ for coverage under the construction general permit as site operator.
    - The Final Design submittal will be transmitted to the City for review of the drawing BMPs and SWPPP specification.
    - Final Design BMP and SWPPP specification submittal comments will be resolved by Consultant to the satisfaction of the City. Any changes to drawings or specifications because of this review will be issued as part of the Bid Document submittal.

- SWPPP will be prepared under Task 1.2 (Site-Civil Final Design)
- Other permits and regulatory documents may be identified during the Project and will be added to this scope and budget upon written authorization by the City. It is assumed that wetlands, biological assessments, or archaeological investigations and surveys will not be necessary. It is also assumed that the construction contractor will secure other Project-related permits such as the grading, building, electrical, and plumbing permits.

*Deliverables*

- CZC checklist and supplemental information
- Final Design submittal for IDEQ, City Building Services, and BMPs/SWPPP review and approval

**2.7 Bid Period Services**

- Assist the City with obtaining construction bids for the Project. The City will be responsible for advertising and bidding the Project. This budget includes a labor allowance of 64 hours for assisting the City with the Project bidding.
- This task includes activities as follows:
  - Respond to bidder questions during the bid period.
  - Support addenda preparation for City distribution as required prior to bid closing.
  - Attend and participate in the City-led pre-bid conference.
  - Assist with bid evaluations.

*Deliverables*

- Answers to contractor questions and addendum documents (template for deliverable will be provided by the City and will be similar in format to prior projects).
- Pre-bid conference agenda (template for agenda deliverable will be provided by the City and will be similar in format to prior projects).
- Pre-bid conference technical presentation (MS Power Point) and Navisworks Building Information Model files will be transmitted to contractors via addendum following the pre-bid conference.

**PROJECT ASSUMPTIONS**

While preparing our scope of services and fee schedule, Consultant has made the following assumptions:

**Civil/Geotechnical**

- Existing topographical survey information and base mapping will be utilized for the design of new facilities and modifications of existing facilities.
- Legal, easement, and plat surveys for the WRRF site will not be required.
- Civil site work plans will only be provided for areas of the site that involve disturbance to existing grading and where site restoration is needed after demolition and construction activities.
- Site drawings will only be prepared for areas in the WRRF where new facilities or major retrofits to are to be constructed.



- It is assumed the site layout for new facilities associated with the Project will not require relocation of major utilities or structures required for continued or interim service of the WRRF.
- Landscaping plans will not be prepared.
- New access roadway work will be limited to the areas around the Biosolids Dryer. No traffic analysis or traffic control design is required.
- The foundation design of new or modified facilities will be based on geotechnical information obtained by the City for this Project.
- In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect the Project cost and/or execution. The conditions and cost/execution effects are not the responsibility of Consultant.
- New groundwater pumping facilities are not required.

### **Structural/Architectural/Geotechnical**

- It is assumed that geotechnical conditions and recommendations are similar to those of recent WRRF projects.
- Conventional spread foundations will be required for all new facilities. Deep excavations or piles will not be required.
- Biosolids Dryer Greenhouse architecture will match to the best extent possible architectural treatment and materials that exist on other WRRF campus buildings.
- No landscape architect services will be required for this Project.
- No retaining walls will be required.
- Greenhouse structural and architectural design will be delegated to the manufacturer.
- Supports and seismic bracing for pipes (<24”), lighting, fire suppression or hvac systems will be Contractor-designed based upon a performance specification which will be developed during the final design phase for all piping.

### **Process/Mechanical**

- Design concerning “plant-wide” utility systems such as basin drainage, water and in-plant waste collection/disposal will be limited to extension of and/or changes to existing piping. No new structures or equipment will be needed.
- Corrosion control provisions will not be required for buried piping.
- Active cathodic protection will not be required for buried piping.
- Piping two inches in diameter and smaller will be field-routed 5-feet from entry point and 5-feet from end point.
- Pipe supports, expansion/contraction control measures, and seismic bracing/control measures will be Contractor-designed based upon a performance specification which will be developed during the final design phase for all piping.
- An odor control system will not be provided.
- Manual valves two inches in diameter and below will not be tagged.

- No changes to boilers or hot water primary loop pumps will be required.

### **Electrical**

- Electrical design of the new Biosolids Dryer including power distribution, lighting, telecommunications device locations, raceways, and cabling.
- Electrical design will be based on existing record drawings provided by the City and Consultant observations of existing conditions; without benefit of field measurements and invasive investigation made undesirable by expense and inconvenience to the City. Unforeseen conditions uncovered during the progress of final design work may require an adjustment to the work scope subject to renegotiation with the City.
- Utility coordination will be provided during the Final Design phase for any modifications required to accommodate new loads.
- A comprehensive power system study will be provided during the Construction phase. Code review will be limited to the City-adopted version at the time of initiation of contract of NFPA Sections 70, 820 and 497.
- Public address system design or modification will not be included.

### **Instrumentation and Controls (I&C)**

- I&C will match the existing system and components available during the Project.
- I&C will be similar in type and sophistication to what currently exists and based on the City's latest I&C standards. Analog elements and components will be used, and no significant modifications to existing I&C equipment or systems will be needed.
- A design for a new remote I/O programmable logic controllers (PLCs)-based supervisory control and data acquisition system will be provided for those process areas. All new I&C equipment or systems are anticipated.
- The City will provide "as-built" documentation of the existing process instrumentation and control system. City-provided information will include, but not be limited to, existing motor and control circuit diagrams, panel shop drawings, process instrument information, and process control system software documentation.
- The new instrumentation and control system will be based on the use of PLCs. Plant status monitoring will be by the existing commercially available PC-based software package: Wonderware, by Schneider Electric Software. Remote access to plant components will not be provided.
- Programming is excluded from this scope of work. This effort will be deferred to the construction phase of this Project and will assume that a subcontractor will be hired by the City to perform this work during the construction Project.
- Security system and video system design are excluded as part of this scope of work.
- Vendor-supplied control system packages will be interfaced through hardwired signals or networked signals, when available.

### **Project Management/General**

- Decisions will be reached in the workshop setting and summarized in detailed TMs and/or documented and maintained in an issues/decision log.
- Design deliverable milestone reviews will be streamlined by using presentations and structured Building Information Model (BIM) review meetings.

- The design will be based on federal, state, and local codes and standards in effect at the beginning of the Project. The existing plant facilities are assumed to be in full compliance with current drainage, electrical, building, mechanical, plumbing, seismic, and other codes that apply to these types of facilities. Revisions and rehabilitation of existing plant facilities to achieve compliance with current codes are specifically excluded from this scope of work.
- Preparation of contract design drawings will be based on the use of standard Consultant document protocols, CAD standards, and formats like those which have been used on previous projects with the City. All drawings will be prepared with Revit 2021, except for civil drawings, which will be prepared with Civil 3D.
- City will be responsible for all project permitting fees.
- Construction contractor bid period will be 6 weeks in duration.
- In providing opinions of probable cost, financial analyses, economic feasibility projections, and schedules for the Project, Consultant has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, Consultant makes no warranty that opinions of probable cost and schedule estimation will match the City's actual project match the City's actual Project costs, financial aspects, economic feasibility, or schedule.
- The City will provide computer files of all existing plant construction drawings. These drawings are considered record drawings and will be relied upon to be accurate for design purposes. City will provide to Consultant all data in City's possession relating to Consultant's services on the Project. Consultant will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by City. If provided documents are found to be erroneous in content, an adjustment to the work scope subject to renegotiation with the City may be required.
- Any investigation and remediation of possible hazardous waste, asbestos, lead paint, or other types of contamination will be conducted as a separate contract.

# NOTICES

Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

**City of Meridian**  
Purchasing Manager  
33 E. Broadway Avenue  
Meridian, Idaho 83642  
Telephone: (208) 489-0417  
[kwatts@meridiancity.org](mailto:kwatts@meridiancity.org)

**Brown and Caldwell**  
Attn: Dave Bergdolt  
1290 West Myrtle St., Ste 340  
Boise, ID 83702  
Telephone: (208) 389-7700 / (206) 450-4576  
[dbergdolt@brwncald.com](mailto:dbergdolt@brwncald.com)

## TIME OF COMPLETION and COMPENSATION SCHEDULE

COMPENSATION AND COMPLETION SCHEDULE			
Task	Description	Due Date	Compensation
1	Final Design	▪ 180 days from NTP	\$539,092
2	Project Management and Design Support Services	▪ 240 days from NTP	\$153,900
<b>TASK ORDER TOTAL: \$692,992.00</b>			

The Not-To-Exceed amount to complete all services listed above for this Task Order is six hundred ninety-two thousand nine hundred and ninety-two dollars and 00/100 (\$692,992.00). No compensation will be paid over the Not-to-Exceed amount without prior written approval by the Owner in the form of a Change Order. No travel or expenses will be reimbursed through this agreement. All costs must be incorporated in the individual tasks within the Compensation and Completion Schedule above.

### **CITY OF MERIDIAN**

BY: \_\_\_\_\_  
KEITH WATTS, Purchasing Manager

Dated: \_\_\_\_\_

City Project Manager:  
David Briggs

### **BROWN AND CALDWELL**

BY:  \_\_\_\_\_  
MIKE ZELTNER, Managing Engineer

Dated: April 5, 2024

## Appendix A

### SUPPLEMENTAL PROVISIONS FOR CONTRACTS INVOLVING FEDERAL AWARD FUNDS

1. **Applicability.** In addition to the terms and conditions set forth in the Contract and all applicable policies, laws, and regulations, all Contracts with the City of Meridian involving Federal Award funds shall include the following terms and conditions, as applicable, set forth in these Supplemental Provisions for Contracts Involving Federal Award Funds (“Supplement”). Because the provisions set forth in this supplement are required by Federal regulations (2 CFR Part 200), to the extent the terms set forth herein conflict with the provisions of the Contract, the terms set forth herein shall apply.
2. **Definitions.** Terms used in this Supplement shall be defined as set forth in 2 CFR § 200.1. The term “Contract” as used in this Supplement shall refer to the instrument to which this Supplement is appended, attached, or included as an exhibit.
3. **Uniform guidance.** Contractor shall comply in all respects with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
4. **Breach** (2 CFR Part 200, Appendix II, § A). If Contractor is in breach of any of the terms, covenants or conditions of this Contract, this Contract, and all rights of Contractor in and to the Federal Award funds, at City’s option, may be terminated and forfeited without further notice or demand. In addition to termination of this Contract and/or any other remedies as provided by law, City may require repayment of Federal Award funds remitted, and declare Contractor ineligible for any further participation in City grant programming.
5. **Termination** (2 CFR Part 200, Appendix II, § B).
  - a. Termination for convenience. Either party may terminate this Contract for convenience by, at least thirty (30) days before the effective date of such termination, giving written notice to the other party of such termination and specifying the effective date thereof.
  - b. Termination for cause. Termination of this Contract, in whole or in part, may occur for cause, which cause may include, but shall not be limited to, the following:
    - 1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and guidelines, policies or directives as may become applicable at any time;
    - 2) Failure to fulfill in a timely and proper manner its obligations under this Contract;
    - 3) Ineffective or improper use of Federal Award funds provided under this Contract; or
    - 4) Submission of reports that are incorrect or incomplete in any material respect.

Either Party may terminate this Contract for cause by providing written notice to the other of the basis of termination. The defaulting Party shall have fourteen (14) days to cure the deficiency or non-compliance. If the deficiency or non-compliance is not cured within this time period, the other Party shall terminate this Contract for cause. In the event of any termination, all finished or unfinished documents, data, studies, surveys, maps, models, drawings, photographs, reports, and/or other materials that are the property of and prepared by Contractor under this Contract shall become the property of City, and Contractor shall provide same within seven (7) days of City’s demand therefor. Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

6. Equal Employment Opportunity (2 CFR Part 200, Appendix II, § C; applicable to all Contracts that meet the definition of “Federally Assisted Construction Contract” per 41 CFR Part 60–1.3).

a. Contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, the following equal opportunity clause:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency

and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- b. Contractor further agrees that Contractor will be bound by the above equal opportunity clause with respect to its own employment practices when Contractor participates in a Federally Assisted Construction Contract.
- c. Contractor agrees that it will assist and cooperate actively with the City and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the City's primary responsibility for securing compliance.
- d. Contractor further agrees that it shall not enter into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Contractor agrees that if Contractor fails or refuses to comply with these undertakings, City may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

7. **Davis-Bacon Act, 40 U.S.C. §§ 3141–3148 (2 CFR Part 200, Appendix II, § D; 29 CFR Part 5; applicable to all prime construction contracts in excess of \$2,000).** Contractor and Contractor’s subcontractors shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor shall pay wages not less than once a week. Contractor must include a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.
8. **Copeland “Anti-Kickback” Act, 40 U.S.C. § 3145 (2 CFR Part 200, Appendix II, § D; 29 CFR Part 3; applicable to all contracts to which Davis-Bacon applies).** Contractor shall comply with the Copeland “Anti-Kickback” Act, 40 U.S.C. 3145, as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Contractor shall not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Contractor further acknowledges and agrees that all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Contract shall comply with Federal requirements pertaining to such Contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Contractor or its subcontractors of its obligation, if any, to require payment of the higher wage.
9. **Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3701–3708 (2 CFR Part 200, Appendix II, § E, applicable to contracts in excess of \$100,000 that involve the employment of mechanics or laborers).** Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. **Rights to Inventions Made Under a Contract or Contract (2 CFR Part 200, Appendix II, § F, applicable to contracts involving Federal award that meets the definition of “funding Contract” under 37 CFR § 401.2(a)).** If Contractor enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding Contract,” Contractor shall comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” and any implementing regulations issued by the awarding agency.
11. **Clean Air Act (42 U.S.C. §§ 7401–7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251–1387) (2 CFR Part 200, Appendix II, § G, applicable to contracts in excess of \$150,000).** Contractor specifically agrees to comply with the following regulations:



- a. Clean Air Act, 42 U.S.C. §§ 7401, *et seq.*
- b. Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, *et seq.*, relating to inspection, monitoring, entry reports, and information, as well as other requirements specified in said Act, and all regulations and guidelines issued thereunder.
- c. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. Part 50.

12. **Debarment and Suspension, Executive Orders 12549 and 12689 (2 CFR Part 200, Appendix II, § H; 2 CFR Part 180).** Contractor is prohibited from contracting with any party that is suspended or debarred, i.e., listed on the governmentwide exclusions in the System for Award Management. Contractor must include a requirement to comply with these regulations in any contract for a covered transaction it enters into.

13. **Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352 (2 CFR Part 200, Appendix II, § I).** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated Federal Award funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal Federal Award funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Contractor, who in turn will forward the certification(s) to the City. Pursuant to 44 CFR Part 18, Appendix A, the certification shall be signed by the Contractor and shall state:

Certification for Contracts, Grants, Loans, and Cooperative Contracts

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated Federal Award funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Contract.

(2) If any Federal Award funds other than Federal appropriated Federal Award funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Contracts) and that all Contractor s shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for

making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [Insert Contractor's name], certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

- 14. Procurement of recovered materials (2 CFR Part 200, Appendix II, § J, 2 CFR § 200.323; applicable where the price of the item purchased exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000).** In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials as designated by the Environmental Protection Agency unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule, the product does not meet contract performance requirements; or cannot be acquired at a reasonable price.
- 15. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR Part 200, Appendix II, § K; 2 CFR § 200.216).** Contractor is prohibited from obligating or expending loan or grant Federal Award funds to: a) procure or obtain; b) extend or renew a contract to procure or obtain; or c) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses Covered Telecommunications Equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), including (i) video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (ii) Telecommunications or video surveillance services provided by such entities or using such equipment; (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- 16. Domestic preferences for procurements (2 CFR Part 200, Appendix II, § L; 2 CFR § 200.322).** As appropriate, to the extent consistent with law, and to the greatest extent practicable under the Federal award, Contractor shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:
- a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

**17. Financial management (2 CFR § 200.302(b)).** Contractor's financial management system shall provide for the following:

- a. Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received.
- b. Accurate, current, and complete disclosure of the financial results of each Federal award or program.
- c. Records that identify adequately the source and application of Federal Award funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, financial obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.
- d. Effective control over, and accountability for, all Federal Award funds, property, and other assets. Contractor must adequately safeguard all assets and assure that they are used solely for authorized purposes.
- e. Comparison of expenditures with budget amounts for each Federal award.

**18. Conflicts of interest; nepotism (2 CFR § 200.318(c)(1)).** No person who exercises or has exercised any function or responsibility with respect to Federally-assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in activities funded under this contract, or have a financial interest in any contract, subcontract, or Contract with respect to the Federally-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

**19. Nondiscrimination.** Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1968 as amended, the Age Discrimination Act of 1975, and Executive Order 11246 as amended by Executive Orders 11375 and 12086 (non-discriminatory practices in hiring and employment by government contractors). Specifically, Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin. Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section. Contractor will include this provision in every subcontract or purchase order unless exempted by Executive Order 11246 or the rules, regulations, or orders of the Secretary of Labor issued pursuant thereto.

20. **Rehabilitation Act, section 504 (29 U.S.C. §§ 701 *et seq.*).** Contractor agrees to comply with Federal regulations pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, which prohibits discrimination against the handicapped in any federally assisted activities.
21. **Small, Women- and Minority-Owned Businesses (2 CFR § 200.321).** Contractor shall take all necessary affirmative steps to assure that small businesses, minority businesses, women’s business enterprises, and labor surplus area firms are used when possible as sources of supplies, equipment, construction and services. Affirmative steps must include:
- a. Include any such qualified firms on solicitation lists.
  - b. Assure that such firms are solicited whenever they are potential sources.
  - c. When economically feasible, divide total requirements into small tasks or quantities so as to permit such firms maximum participation.
  - d. Where possible, establish delivery schedules which will encourage such participation.
  - e. Use the services and assistance of the Small Business Administration, Minority Business Development Agency of the Department of Commerce, Idaho Transportation Department’s Disadvantage Business Enterprise Program, and other sources when appropriate.
22. **Program Fraud and False or Fraudulent Statements or Related Acts.** Contractor acknowledges that 31 U.S.C. §§ 3801-3812 (Administrative Remedies for False Claims and Statements) applies to Contractor’s actions pertaining to this contract. This statute allows for administrative recoveries by the awarding Federal agency. If Contractor submits a claim that Contractor knows or has reason to know is false or contains false information, or omits material information, the Federal agency may impose a penalty of up to \$5,000 for each claim. Contractor acknowledges that a violation of this law occurs when the false information is submitted.
23. **Subcontractors.**
- a. Contractor shall not enter into any subcontracts with any agency or individual in the performance of this Contract without the prior written consent of City. All subcontracts entered into in the performance of this Contract shall be awarded pursuant to any applicable provisions of the City Purchasing Policy and/or local, state, or federal laws.
  - b. Contractor shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. Contractor shall furnish and cause each of its own Contractors or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
  - c. Contractor shall cause all provisions of this Contract in their entirety to be included in and made a part of any subcontract executed in the performance of this Contract. Specifically, without limitation, Contractor shall include the provisions of this Contract regarding Civil Rights and Affirmative Action in every subcontract or purchase order, specifically or by reference, to ensure that such provisions will be binding upon all subcontractors.
  - d. Executed copies of all subcontracts shall be forwarded to City along with documentation concerning the selection process.
24. **Environmental Mitigation Measures.**
- a. Contractor must comply with the Rules for the Control of Air Pollution in Idaho, IDAPA 58.01.01.651, by implementing precautions to prevent particulate matter from becoming airborne.

- b. If any items of suspected historical or archaeological value are uncovered during construction, the contractor will be required to stop work and contact the Idaho State Historic Preservation Office and the Idaho Department of Commerce.
- c. The collection and disposal of storm and surface water runoff from the project site must comply with the Idaho Department of Environmental Quality's (DEQ) Catalog of Storm Water Best Management Practices for design of all storm water treatment and disposal systems.
- d. Contractor shall comply with the provisions of the Environmental Protection Agency's Idaho Pollutant Discharge Elimination System (IPDES) General Permit for Storm Water Discharge from Construction Activities and the Construction Storm Water Pollution Prevention Plan (SWPPP).
- e. If during the construction of the project, an underground storage tank, buried drum, other container, contaminated soil, or debris not scheduled for removal under the contract are discovered, the Contractor shall immediately notify City. No attempt shall be made to excavate, open, or remove such material without written approval.

**25. Build America Buy America Act (2 CFR § 184.4(b); Title IX of the Infrastructure Investment and Jobs Act, Pub. L. 177-58).** Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022. Contractor's projection of total project costs and revisions thereof should reflect compliance with BABAA requirements. Contractor shall determine and certify that to the best of Contractor's knowledge and belief all iron and steel products, manufactured products, and construction materials referenced in any technical analysis/report; the plans, specifications, and bidding documents; any bid addenda; and change orders comply with all federal requirements, including BABAA. Contractor shall review and approve or take action with respect to drawings, plans, and other required Contractor submittals, including applications for payment, to ensure compliance with BABAA. Contractor shall review substitutes and "or equals" for conformity with contract conditions, Federal awarding agency regulations, and BABAA requirements. Contractor shall obtain and review manufacturers' and contractors' certifications on compliance with BABAA requirements and maintain copies of certifications in project files.



## AGENDA ITEM

**ITEM TOPIC:** Resolution 24-2447: A Resolution Authorizing the Destruction of Certain Semi-Permanent and Temporary Records of the City of Meridian; and Proving an Effective Date

**CITY OF MERIDIAN  
BY THE CITY COUNCIL:**

**RESOLUTION NO. 22-2447  
CAVENER, LITTLE ROBERTS,  
OVERTON, STRADER, TAYLOR**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MERIDIAN AUTHORIZING THE CITY CLERK TO DESTROY CERTAIN SEMI-PERMANENT AND TEMPORARY RECORDS OF THE CITY OF MERIDIAN; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Mayor and City Council have the authority pursuant to Idaho Code section 50-907(7) to, by resolution, destroy semi-permanent and temporary records, upon the advice of the City Attorney, and with such disposition to be under the direction and supervision of the City Clerk; and

**WHEREAS**, upon the advice of the City Attorney, the City Clerk has identified certain semi-permanent and temporary records that may be destroyed pursuant to Idaho Code sections 50-907(2) and (3) because the time period for retention of such records has expired; and

**WHEREAS**, the list of semi-permanent and temporary records ripe for destruction through December 31, 2023 are identified in Exhibit A, attached.

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

**Section 1.** That the City Clerk is hereby authorized to direct and supervise the destruction of the semi-permanent and temporary records of the City of Meridian identified in Exhibit A, attached.

**Section 2.** That the City Clerk is authorized to take all necessary steps to destroy the records as provided by this Resolution.

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

**ADOPTED** by the City Council of the City of Meridian, Idaho, this 16th day of April, 2024.

**APPROVED** by the Mayor of the City of Meridian, Idaho, this 16th day of April, 2024.

**APPROVED:**

**ATTEST:**

(SEAL)

By: \_\_\_\_\_  
Mayor Robert E. Simison

By: \_\_\_\_\_  
Chris Johnson, City Clerk

RESOLUTION AUTHORIZING CERTAIN RECORDS FOR DESTRUCTION

# **RECORDS RETENTION SCHEDULE**

**UPDATED APRIL 10, 2024  
RESOLUTION NO. 24-2447**



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## **INTRODUCTION**

Management of public records is a vital function of every city, and understanding the basic principles of records management is essential for every city official and staff member.

Under the Idaho Public Records Act, a public record is any recorded information that relates to the business of city government. Public records can be on any medium – paper documents, books, maps, pictures, audio/visual recordings, microfilm or microfiche, as well as digital or electronic documents, including computer files and email.

Idaho Code section 50-907(5) requires every city in Idaho to adopt a records retention schedule, listing the types of records retained by the city and the retention period for each type of record. Records must be retained for the specified retention period, and may be destroyed only pursuant to the direction of the City Clerk.

### **EMPLOYEES' ROLE IN RECORDS RETENTION**

All City of Meridian employees and elected officials have responsibilities with regard to City records. Employees, elected officials, and appointed officials must protect the records in their custody; cooperate with the City Clerk to efficiently manage records and preserve records of enduring value; and pass on to their successors records necessary for the continuing conduct of City business.

Idaho Code section 50-908 outlines the role and responsibilities of the City Clerk as municipal records manager. That law directs the City Clerk to: ensure the orderly and efficient management, retention, and destruction of City records in compliance with state and federal laws and City ordinances, resolutions and policies; identify and care for historical records; and coordinate the transfer of historical and permanent records to the Idaho State Historical Society (“ISHS”).

All City records are property of the City, and no City official, elected, appointed or staff, may assert any personal or property right to such records. The unauthorized destruction or removal of City records is prohibited.

### **CLASSIFICATION AND RETENTION OF MUNICIPAL RECORDS**

Idaho Code sections 50-907(1– 4) lists four categories for municipal records: permanent, semipermanent, temporary, and historical. The provisions relating to these categories enumerate specific record types that must be designated with the respective category and retention period. The statute allows cities to designate additional records for each classification as deemed appropriate by the City Council. Pursuant to its authority under Idaho Constitution Art. XII, section 2, the City has created a “transitory” category, for records of ephemeral or task-based utility.

Idaho Code section 50-907(7) addresses the destruction of records following the expiration of their retention period. Permanent records may not be destroyed, but must be retained by the City in perpetuity. If retained in digital form, prior to its destruction, the paper original must be offered to ISHS for permanent retention, pursuant to the procedures established in

Idaho Code sections 50-907(6) and (7). Historical records must be retained in perpetuity, in their original form, or transferred to ISHS.

Semipermanent records must be retained for not less than five (5) years after the date of issuance or completion of the matter contained within the record, and temporary records for not less than two (2) years. After the expiration of the designated retention period for semipermanent and temporary records, they may be destroyed only by resolution of the City Council, upon advice of the City Attorney, and in coordination with the City Clerk, according to the procedures established in Idaho Code section 50-907. Transitory records may be destroyed upon expiration of the designated retention period according to the procedure established by the custodial department.

### **DESTRUCTION OF RECORDS**

The departments, the City Clerk, and the City Attorney's Office work together to accomplish final disposition of records according to the process set forth in Idaho Code section 50-907. The first step in the official record destruction process is that the City Clerk obtains approval for the destruction of the records from the City Attorney's Office. The City Attorney's Office prepares a resolution and submits it to City Council for approval to destroy the records. Depending on the records to be destroyed, the City Clerk may be required to notify the ISHS at least thirty (30) days prior to destruction. When all of the steps are complete, the City Clerk notifies the department that it may destroy the designated records. The department destroys the records within thirty (30) days of notification and returns proof of destruction to the City Clerk.

### **EXCEPTIONS – RECORDS THAT CANNOT BE DESTROYED**

The process for destruction of all nonpermanent records typically begins once the records have reached their minimum retention period, but there are some important exceptions, where circumstances dictate that records must be kept beyond their designated retention period:

- Records related to pending criminal or civil cases;
- Records that are responsive to a pending public records request or subpoena; and
- Records needed for any pending audit or investigation.

### **DIGITIZING AND DESTROYING PAPER RECORDS**

A. **Permanent Records.** Pursuant to Idaho Code section 50-907(6)(e), where a department retains a permanent record in paper form and wishes to retain it in digital form instead, the department must follow this process:

1. The department scans or otherwise digitizes the paper records. The paper record is now a copy. The department must keep the paper copies until Clerk notifies per step 4(b), below (preferably storing the copy in a file folder or box labeled "Copies of permanent records – to be destroyed").
2. The department makes a list of the paper copies to be destroyed, in the following format:

Record title from retention schedule	Record description from retention schedule	Year(s) of record whose paper copy will be destroyed
--------------------------------------	--	--

3. The department transmits the list to the City Clerk, on an annual basis, upon City Clerk's request.
4. Annually, the City Clerk transmits the compiled list to ISHS.
  - a. If ISHS wants the paper copies: Clerk transmits list to City Attorney's Office, City Attorney's Office prepares City Council resolution, City Council approves transfer of copies to ISHS via resolution, City Clerk collects copies from the department and transmits them to ISHS.
  - b. If ISHS does not want the paper copies: Clerk notifies the department that the paper copies may be destroyed. The department destroys paper copies.
  - c. If 30 days go by with no response: Clerk notifies the department the paper copies may be destroyed. Department destroys paper copies.

**B. Semipermanent or Temporary Records.** Pursuant to Idaho Code section 50-907(6)(d), where a department retains a semipermanent or temporary record in paper form and wishes to retain it in digital form instead, the department must follow this process:

1. The department scans or otherwise digitizes the paper records. The paper record is now a copy.
2. The department destroys the paper copy. The digital copy is now the record, and must be retained for the retention period specified in the retention schedule.

**CITY ATTORNEY’S OFFICE**

<b>RECORD</b>	<b>DESCRIPTION</b>	<b>CATEGORY</b>	<b>RETENTION PERIOD</b>
<b>Legal Department</b>			
<b>Bankruptcy Notices and Case Files</b>	Records documenting notification to the city that certain individuals have filed for bankruptcy, and used to determine if the individual owes money to the city and to file notice or claim with the court. Information may include: debtor’s name, utility accounts information, prepared repayment plan and related documentation.	Semipermanent <i>IC §50-907(2)(a,g)</i>	<b>Destroy records for which Trustee Final Report or an Order Dismissing the Case was entered on or before December 31, 2018</b>
<b>Civil Case Files</b>	Records related to cases filed by and against the City, including bankruptcy litigated claims and land use judicial review/appeals . Includes complaints, summons, investigations, reports, attorney notes, discovery-related records, pleadings, affidavits, motions, deposition transcripts, disposition, orders and judgments, exhibits, appeals, and related records.	Semipermanent <i>IC §50-907(2)(g)</i>	<b>Destroy records dated on or before December 31, 2018</b>
<b>Contracts</b>	Agreements with outside counsel, investigators, representatives, and other parties approved by the City Attorney.	Semipermanent <i>IC §50-907(2)(b)</i>	<b>Destroy records dated on or before December 31, 2018</b>
<b>Departmental Reports</b>	Reports prepared by the city attorney for the mayor and city council.	Semipermanent <i>IC §50-907(2)(e)</i>	<b>Destroy records dated on or before December 31, 2018</b>
<b>Forms and Agreements</b>	Forms and agreements prepared by City Attorney’s Office ( <i>e.g.</i> consent forms, acknowledgement forms, waiver agreements, liability agreements).	Semipermanent <i>IC §50-907(2)(g)</i>	<b>Destroy records dated on or before December 31, 2018</b>
<b>Legal Opinions, Memoranda</b>	Formal and informal opinions and memoranda rendered by the city attorney for the mayor, city council, or city departments, examining legal questions relating to state/federal law/rules or local ordinances/policies.	Semipermanent <i>IC §50-907(2)(g)</i>	<b>Destroy records dated on or before December 31, 2018</b>

<b>RECORD</b>	<b>DESCRIPTION</b>	<b>CATEGORY</b>	<b>RETENTION PERIOD</b>
<b>Privileged Administrative Records</b>	Records held in confidence by the City Attorney's Office regarding confidential or privileged matters including personnel investigations, settlements related to personnel matters.	Semipermanent <i>IC §50-907(2)(g)</i>	<b>Destroy records related to employees separated on or before December 31, 2018</b>
<b>Settlement Records</b>	Settlement agreements and related documentation from civil cases, claims, mediation, and arbitration.	Semipermanent <i>IC §50-907(2)(g)</i>	<b>Destroy records related to settlements in which all parties' obligations are fulfilled on or before December 31, 2018</b>
<b>Risk Management</b>			
<b>Claim Files</b>	Claims for damages filed by and against the city, including claims caused by City employees/ equipment, including tort claims, property damage records, and related correspondence.	Semipermanent <i>IC §50-907(2)(a,g)</i>	<b>Destroy records of unlitigated claims dated on or before December 31, 2018 (See Civil Case Files for litigated claims)</b>

## CITY CLERK'S OFFICE

RECORD	DESCRIPTION	CATEGORY	RETENTION PERIOD
<b>Administrative Records</b>			
<b>Correspondence</b>	Records created or received in the course of administering city policies, procedures or programs, but these records do not provide insight into significant policy, procedure or program discussions or decisions.	Semipermanent	<b>Destroy records dated on or before December 31, 2018</b>
<b>Operational Records</b>			
<b>Audio/Video Recordings</b>	Audio and video recordings of City Council, Commission and Committee Meetings.	Semipermanent	<b>Destroy records dated on or before December 31, 2018</b>
<b>Contracts &amp; Agreements to which the City is a Party</b>	Agreements with vendors and other parties for the acquisition, lease, lease-purchase or sale of equipment, supplies, services or property, letters of credit, warranty surety agreements which have been approved at a City Council meeting, approved by the Mayor, or have been recorded with Ada County.	Semipermanent <i>IC §50-907(2)(b)</i>	<b>Destroy records dated on or before December 31, 2013</b>
<b>Permits &amp; Licenses</b>	Records relating to city permits and licenses issued in the City Clerk's Office.	Semipermanent <i>IC §50-907(2)(d)</i>	<b>Destroy records dated on or before December 31, 2018</b>
<b>Public Records Requests</b>	Written public records requests, city denials of public records requests, responses, etc.	Temporary	<b>Destroy records in which last action was taken December 31, 2022</b>

### COMMISSIONS,\* COMMITTEES, AND BOARDS

RECORD	DESCRIPTION	CATEGORY	RETENTION PERIOD
<b>Audio Recordings</b>	Audio recordings of commission, committee, or board meetings.	Semipermanent <i>IC §§ 50-907(2)(g)</i>	<b>Destroy records dated on or before December 31, 2018</b>

\*Note: This schedule does not apply to City Council or Planning & Zoning Commission records, which are addressed in Clerk's Office Records Retention Schedule.

**COMMUNITY DEVELOPMENT DEPARTMENT**

<b>RECORD</b>	<b>DESCRIPTION</b>	<b>CATEGORY</b>	<b>RETENTION PERIOD</b>
<b>Administrative – All Divisions</b>			
<b>Committee/Ad-Hoc Team Records</b>	Agendas and meeting minutes/notes for special groups convened by Community Development for specific purposes such as understanding operational gaps, Code issues, and process delays.	Temporary	<b>Destroy records dated on or before December 31, 2021</b>
	Departmental records created or received in the course of administering departmental policies, procedures, or programs, but these records do not provide insight into significant policy, procedure, program, discussions, or decisions. Including, but not limited to: citizen response letters.	Temporary	<b>Destroy records dated on or before December 31, 2018</b>
<b>Zoning Verification Letter</b>	Documents, including, but not limited to: written requests for zoning analysis of a specific parcel/property and the responsive departmental opinion.	Semi-permanent	<b>Destroy records dated on or before December 31, 2013</b>
<b>Building Division – Commercial and Government Buildings</b>			
<b>All building records regarding commercial and government buildings dated before January 2012</b>	All records regarding commercial and government buildings dated before January 2012.	Semi-permanent	<b>Destroy records dated on or before December 31, 2018</b>
<b>Planning Division – Administrative Applications</b>			
<b>Sign: Planned Sign Program (No longer issuing, but still have existing records)</b>	Documents, including, but not limited to approved application, and sign requirements for a specific project.	Semi-permanent	<b>Destroy records dated on or before December 31, 2018</b>



## FINANCE DEPARTMENT

RECORD	DESCRIPTION	CATEGORY	RETENTION PERIOD
<b>Administrative – All (Administration, Arts &amp; Culture, Billing, Budget, Controller, Purchasing)</b>			
	Records created or received in the course of administering city policies, procedures or programs, but these records do not provide insight into significant policy, procedure or program discussions or decisions. Including but not limited to Citizen Response letters, billing adjustment requests, etc.	Semipermanent	<b>Destroy records dated on or before December 31, 2018</b>
<b>Accounting</b>			
<b>Accounts Payable</b>	Records documenting payment of city bills, including reports, invoices, check stubs, purchase orders, payment authorizations.	Semipermanent <i>IC §50-907(2)(a)</i>	<b>Destroy records dated on or before December 31, 2018</b>
<b>Accounts Receivable</b>	Records documenting billing and collection of monies owed to the city by vendors, citizens, organizations, governments, etc. Records include: reports, receipts, invoices, statements, etc. Information typically includes: receipt amount, date, invoice number, name, account number, account balance, adjustments, etc.	Semipermanent <i>IC §50-907(2)(a)</i>	<b>Destroy records dated on or before December 31, 2018</b>
<b>Cash Receipts</b>	Receipt and supporting documentation.	Semipermanent <i>IC §50-907(2)(a)</i>	<b>Destroy records dated on or before December 31, 2018</b>
<b>Grant Records</b>	Records documenting the application, evaluation, awarding, administration, reporting and status of grants applied for, received, awarded or administered by the city. Records include: applications and proposals, summaries, objectives, activities, budgets, exhibits, award notices, progress reports, contracts, financial reports, and related correspondence and documentation.	Semipermanent <i>IC §50-907(2)(g)</i>	<b>Destroy records of grants closed out on or before December 31, 2013</b>
<b>Liens</b>	Liens held by the city and any corresponding release of liens.	Semipermanent Insert Code	<b>Destroy records dated on or before December 31, 2018</b>
<b>Sales &amp; Use Tax Forms</b>	Used to report and remit sales tax collected and due to the state.	Semipermanent <i>IC §50-907(2)(a)</i>	<b>Destroy records dated on or before December 31, 2018</b>
<b>Travel Records</b>	Records documenting requests, authorizations, reimbursements, and other actions related to employee travel,	Semipermanent <i>IC §50-907(2)(a)</i>	<b>Destroy records dated on or before December 31, 2018</b>

<b>RECORD</b>	<b>DESCRIPTION</b>	<b>CATEGORY</b>	<b>RETENTION PERIOD</b>
	including expense reports and receipts, vouchers and related documents.		
<b>Budget</b>			
<b>Financial Reports Quarterly Published</b>	Reports documenting the financial condition and operation of the city, Reports include information on revenues and expenditures in relation to the final budget.	Semipermanent <i>IC §50-907(2)(a)</i>	<b>Destroy records dated on or before December 31, 2013</b>
<b>Financial Reports Year End</b>	Reports and data used to document the financial condition and operation of the city, sub ledgers related to, but not including the final Audit Report.	Semipermanent <i>IC §50-907(2)(a)</i>	<b>Destroy records dated on or before December 31, 2018</b>
<b>Bank Transaction Records</b>	Records documenting the status and transaction activity of city bank accounts, including account statements.	Semipermanent <i>IC §50-907(2)(a)</i>	<b>Destroy records dated on or before December 31, 2018</b>
<b>Budget Records</b>	Records used in preparing and adopting the city budget, including revenue projections, instructions, department requests, worksheets, council-approved tentative budget and notice of budget hearing, adopted appropriations ordinance and amendments, and other information.	Semipermanent <i>IC §50-907(2)(a)</i>	<b>Destroy records dated on or before December 31, 2013</b>
<b>Capital Asset Records – Purchase</b>	Record of purchase, vendor invoice and related documents.	Semipermanent <i>IC §50-907(2)(a)</i>	<b>Destroy records dated on or before December 31, 2018</b>
<b>Capital Asset Records – Disposal</b>	Record of disposal, department request of disposal.	Semipermanent <i>IC §50-907(2)(a)</i>	<b>Destroy records dated on or before December 31, 2018</b>
<b>Gift and Contribution Records</b>	Records documenting gifts and contributions to the city.	Semipermanent <i>IC §50-907(2)(a)</i>	<b>Destroy records dated on or before December 31, 2013</b>
<b>Chief Financial Officer</b>			
<b>Investment Records</b>	Reports, statements, summaries, correspondence and other records documenting and tracking investments made by the city, including the Local Government Investment Pool.	Semipermanent <i>IC §50-907(2)(a)</i>	<b>Destroy records dated on or before December 31, 2018</b>

<b>RECORD</b>	<b>DESCRIPTION</b>	<b>CATEGORY</b>	<b>RETENTION PERIOD</b>
<b>Controller</b>			
<b>Accounting Software Records</b>	Transaction records within the Accounting Software system: including – payroll, vendor listing, vendor payments, vendor purchase orders, budget transactions, cash receipts, and general ledger.	Semipermanent <i>IC §50-907(2)(a)</i>	<b>Destroy records dated on or before December 31, 2013</b>
<b>Bond Sales</b>	Monthly bond statements, payments of bonds	Semipermanent	<b>Destroy records of bonds paid in full on or before December 31, 2018</b>
<b>Departmental Reports</b>	Reports documenting the financial condition and operation of the city, issued on a monthly, quarterly, annual or other basis, including quarterly published treasurer’s report and year-end financial reports. Reports include information on revenues and expenditures in relation to the final budget.	Semipermanent <i>IC §50-907(2)(e)</i>	<b>Destroy records dated on or before December 31, 2013</b>
<b>General Ledgers</b>	Records documenting the summary of accounts reflecting the financial position of the city, showing debit, credit and balance amounts per account, budget, fund and department, asset depreciation, and totals for notes receivable, interest income, amounts due from other funds, bank loans received, cash in escrow, deferred loans received, cash, revenue, accounts receivable, accounts payable, etc.	Semipermanent <i>IC §50-907(2)(a)</i>	<b>Destroy records dated on or before December 31, 2013</b>
<b>Journal Entries</b>	Records including detailed reports and back up documentation for journal entries.	Semipermanent <i>IC §50-907(2)(a)</i>	<b>Destroy records dated on or before December 31, 2018</b>
<b>Payroll</b>			
<b>Administrative Reports</b>	Reports, statistical studies, and other records designed and used for budget preparation, projections, workload and personnel management, and research and general reference.	Semipermanent <i>IC §50-907(2)(a)</i>	<b>Destroy records dated on or before December 31, 2013</b>
<b>Deduction Authorization Records</b>	Records documenting employee authorization for voluntary payroll deductions. Records may include: direct bank deposits, insurance applications, enrollment cards, deduction authorizations, approval notices,	Semipermanent <i>IC §50-907(2)(a)</i>	<b>Destroy records related to employees separated on or before December 31, 2018</b>

RECORD	DESCRIPTION	CATEGORY	RETENTION PERIOD
	deduction terminations, and related records.		
<b>Federal &amp; State Tax Records</b>	Records, in addition to those itemized in this section, used to report the collection, distribution, deposit, and transmittal of federal and state income taxes as well as social security tax. Examples include: the federal miscellaneous income statement (1099), employers' quarterly federal tax return (941, 941E), tax deposit coupon (8109), and similar federal and state completed forms.	Semipermanent <i>IC §50-907(2)(a)</i>	<b>Destroy records dated on or before December 31, 2018</b>
<b>Garnishment Record</b>	Records documenting requests and court orders to withhold wages from employee earnings for garnishments, tax levies, support payments, and other reasons. Usually includes original writs of garnishment, orders to withhold, federal or state tax levies, recapitulations of amounts withheld, and related records. Information usually includes: employee name and social security number, name of agency ordering garnishment, amount, name of party to whom payment is submitted, dates, and related data.	Semipermanent <i>IC §50-907(2)(a)</i>	<b>Destroy records related to employees separated on or before December 31, 2018</b>
<b>Registers Year End</b>	Payroll Registers: Registers or records serving the same function of documenting the earnings, voluntary and required deductions, and withholdings of city employees. Information usually includes employee name and social security number, hours worked, rate, overtime, vacation value, various allowance, gross pay, federal and state withholding, voluntary deductions, net pay, and related data.	Semipermanent <i>IC §50-907(2)(a)</i>	<b>Destroy records dated on or before December 31, 2018</b>
<b>Time Records</b>	Records documenting hours worked, leave hours accrued, and leave hours taken by city employees. Information usually includes: employee name and employee number, hours worked, type and number of leave hours taken, total hours, dates and related data.	Semipermanent <i>IC §50-907(2)(a)</i>	<b>Destroy records related to employees separated on or before December 31, 2018</b>

<b>RECORD</b>	<b>DESCRIPTION</b>	<b>CATEGORY</b>	<b>RETENTION PERIOD</b>
<b>W2s</b>	Annual statements documenting individual employee earnings and withholdings for state and federal income taxes and social security tax, also known as federal tax form W-2. Information includes: city name and tax identification number, employee name and social security number, wages paid, amounts withheld, and related data.	Semipermanent <i>IC §50-907(2)(a)</i>	<b>Destroy records dated on or before December 31, 2018</b>
<b>W4s</b>	Certificates documenting the exemption status of individual city employees, also known as W-4 forms. Information includes: employee name and address, social security number, designation of exemption status, and signature.	Semipermanent <i>IC §50-907(2)(a)</i>	<b>Destroy records related to employees separated on or before December 31, 2018</b>
<b>PERSI Records</b>	Records relating to PERSI, including Employer Remittance Forms, invoices, correspondence, financial adjustments, etc.	Semipermanent <i>IC §50-907(2)(a)</i>	<b>Destroy records dated on or before December 31, 2018</b>
<b>Unemployment Reports</b>	Records documenting employee earnings on a quarterly basis. Used to document costs and charges in the event of an unemployment compensation claim. Information includes: employee name and social security number, quarterly earnings.	Semipermanent <i>IC §50-907(2)(a)</i>	<b>Destroy records dated on or before December 31, 2018</b>
<b>Purchasing</b>			
<b>Contracts</b>	Agreements with vendors and other parties either in hard copies or contained on the Contract Management Database for the acquisition or sale of equipment, supplies, services or property, also includes insurance certificates, payment and performance bonds pertaining to a solicitation or contract that Purchasing is facilitating.	Semipermanent <i>IC §50-907(2)(b)</i>	<b>Destroy records related to contracts completed on or before December 31, 2013</b>
<b>Lease Agreements</b>	Lease agreements for property or equipment.	Semipermanent <i>IC §50-907(2)(b)</i>	<b>Destroy records dated on or before December 31, 2018</b>
<b>Purchase Orders</b>	Requests and purchase orders for goods or services purchased by the city. Information includes: department, delivery location, date, quantity, description, unit and total price, and authorizing signatures.	Semipermanent <i>IC §50-907(2)(a)</i>	<b>Destroy records dated on or before December 31, 2013</b>

<b>RECORD</b>	<b>DESCRIPTION</b>	<b>CATEGORY</b>	<b>RETENTION PERIOD</b>
<b>Purchasing Selection</b>	Records documenting competitive bidding and purchase of goods, services, and public works construction, and procurement of design professionals. Records include: published notices and solicitations, specifications, bids, requests for qualifications, statements of qualifications, etc.	Semipermanent <i>IC §50-907(2)(a)</i>	<b>Destroy records related to bids awarded on or before December 31, 2013</b>
<b>Utility Billing</b>			
<b>Adjustment Registers</b>	Records documenting adjustments to customer water, sewer, garbage or other city-provided service billings for debits, credits, refunds, returned checks, and related reasons. Information usually includes: customer's name and address, type of adjustment, justification, amount changed, authorizing signatures and other information. (Records held within the billing software).	Semipermanent <i>IC §50-907(2)(a)</i>	<b>Destroy records dated on or before December 31, 2018</b>
<b>Billing Directive</b>	Application completed by owner or property manager to initiate Third Party billing for specified utility account. Information included: owner, property manager, tenant, move-in date, and service address.	Semipermanent <i>IC §50-907(2)(a)</i>	<b>Destroy records dated on or before December 31, 2018</b>
<b>Billing/Payment Registers</b>	Records documenting transactions on the water, sewer, garbage or other city-provided service account of each customer. Useful for reference to assure accurate customer billings and posting of payments. Information often includes: customer's name, service address, meter reading, water usage, utility charges, payments, adjustments and related data. (records held within the billing software).	Semipermanent <i>IC §50-907(2)(a)</i>	<b>Destroy records dated on or before December 31, 2018</b>
<b>Change Record</b>	Records documenting routine information changes to customer accounts, including name and address. (Records held within the billing software).	Semipermanent <i>IC §50-907(2)(a)</i>	<b>Destroy records dated on or before December 31, 2018</b>
<b>Customer File</b>	General correspondence and forms related to a specific utility account. This information would be in addition to that found within the billing software. Documents in file may include and are not limited to: general letters, payment	Semipermanent <i>IC §50-907(2)(a)</i>	<b>Destroy records dated on or before December 31, 2018</b>

<b>RECORD</b>	<b>DESCRIPTION</b>	<b>CATEGORY</b>	<b>RETENTION PERIOD</b>
	arrangement forms, third party billing docs, hard copies of customer history reports, leak adjustment requests, letters submitted to the City for customers.		
<b>Disconnect Notice to City Council</b>	Notice to City Council to verify that no customer currently slated for shut off due to non-payment has requested a hearing with the Board of Adjustment. Notice includes number of customers slated for shut off and the value of the delinquent accounts.	Semipermanent <i>IC §50-907(2)(a)</i>	<b>Destroy records dated on or before December 31, 2018</b>
<b>Disconnect Record</b>	Records documenting a customer's request for disconnection of water, sewer, garbage or other city-provided services. (Records held within the billing software).	Semipermanent <i>IC §50-907(2)(a)</i>	<b>Destroy records dated on or before December 31, 2018</b>
<b>Meter Readings</b>	Document the readings of customer water meters for billing purposes. Information typically includes: meter reading, date read, account number, billing code, final reading, reason for turnoff, meter changes, and related data. (records held within the billing software)	Semipermanent <i>IC §50-907(2)(a)</i>	<b>Destroy records dated on or before December 31, 2018</b>
<b>Renter Addendums</b>	Supplemental document completed by the tenant to accept the third party billing for specified utility account. Information included: tenants name, service address, mailing address and phone number.	Semipermanent <i>IC §50-907(2)(a)</i>	<b>Destroy records dated on or before December 31, 2018</b>
<b>Security Deposit Records</b>	Records documenting customer payment of a security deposit to receive temporary dumpster services. Information usually includes date, amount of deposit, customer's name, address, and account number, date account closed, refund date, amount of deposit applied, and related information.	Semipermanent <i>IC §50-907(2)(a)</i>	<b>Destroy records dated on or before December 31, 2018</b>
<b>Shut Off Turn On</b>	Electronic spreadsheet used during shut off day by water department field staff and MUBS. Tracks customers that are to be shut off, payments, and turn-ons as authorized. Record includes: Customer name, service address, meter id, time of shut off, time of payment, time of turn-on, fee waived if applicable and general notes.	Semipermanent <i>IC §50-907(2)(a)</i>	<b>Destroy records dated on or before December 31, 2018</b>

## FIRE DEPARTMENT

RECORD	DESCRIPTION	CATEGORY	RETENTION PERIOD
<b>Car Seat Inspections</b>	Car seat inspection forms.	Semipermanent	<b>Destroy records dated on or before December 31, 2013</b>
	General administrative correspondence, including records created or received in the course of administering city policies/programs, but not related to significant policy/program discussions or decisions. Includes customer survey cards.	Semipermanent	<b>Destroy records dated on or before December 31, 2018</b>
<b>Equipment and Vehicle Test, Maintenance &amp; Repair Records</b>	Records relating to equipment and vehicles owned and serviced by the City documenting maintenance and repairs of equipment, vehicles and other assets with a useful life generally more than five years. Includes the following: fire hose records (such as test date, date previously tested, apparatus number, station number, hose diameter, conditions found, service date, defects corrected, etc.), annual ladder inspections and test results, tests done on SCBA's (including flow testing), etc. Vehicle maintenance records, inspections, pump testing and repair records of apparatus. Emergency medical equipment maintenance records used to verify regular maintenance of emergency medical equipment such as copies of contracts, maintenance schedules, test protocols, equipment inventory, performance test records, repair records, parts used and service reports. Per NFPA Standards 1901, 1961, 1852 and 1500.	Semipermanent	<b>Destroy records of vehicles disposed on or before December 31, 2018 (if no ongoing administrative need for such records)</b>
<b>Inspection records</b>	Documents relating to fire code inspections performed by the department, including inspections of home daycares and foster care homes, commercial buildings, and subdivisions. May include reports, notices, citations, occupancy and pre-fire planning records, floor plans, sketches, reports, lists, Tier II reports, and related documents.	Semipermanent	<b>Destroy records dated on or before December 31, 2003</b>
<b>Buildings &amp; Subdivisions – Demolished or No Longer in Existence (never constructed)</b>	Fire inspection records relating to buildings and subdivisions that have been demolished or are otherwise no longer in existence (never constructed).	Temporary	<b>Destroy records of buildings and subdivisions last inspected on or before December 31, 2020</b>



<b>RECORD</b>	<b>DESCRIPTION</b>	<b>CATEGORY</b>	<b>RETENTION PERIOD</b>
<b>Meeting Minutes</b>	Final, approved Officer and Command Staff meeting minutes.	Semipermanent	<b>Destroy records dated on or before December 31, 2018</b>
<b>Narcotics Inventory &amp; Usage</b>	Narcotic inventory and usage- hard copy, narcotics distributed to the engine companies.	Temporary	<b>Destroy records dated on or before December 31, 2020</b>
<b>Public Education Programs &amp; Publications</b>	Records related to the design and implementation of educational and other outreach programs provided to the public by the department. May include: class descriptions, instructional materials, course outlines, class enrollment and attendance records, reports, speeches, and publications.	Semipermanent	<b>Destroy records dated on or before December 31, 2018</b>
<b>Public Record Requests</b>	Public records requests and responses.	Temporary	<b>Destroy records of PRRs for which last action is dated on or before December 31, 2018</b>
<b>Ride-Along Forms</b>	Signed waivers for persons requesting a ride-along with the department. Ride Along tracking records.	Temporary	<b>Destroy records dated on or before December 31, 2021</b>
<b>Structure Burn Training Records</b>	Records related to structure burns.	Semipermanent	<b>Destroy records dated on or before December 31, 2013</b>

## HUMAN RESOURCES DEPARTMENT

RECORD	DESCRIPTION	CATEGORY	RETENTION PERIOD
<b>Affirmative Action; Equal Employment Opportunity Commission Reports</b>	Records documenting city compliance with the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972 and the Americans with Disabilities Act. Records include: plans, policy statements, reports, investigations, case files and related information. Also includes EEO-4 reports submitted to the Equal Employment Opportunity Commission (EEOC) documenting compliance with EEOC requirements by cities with 15 or more employees.	Semipermanent <i>IC § 50-907(2)(g);</i> <i>29 CFR</i> <i>1602,1602.14,</i> <i>1620.32</i>	<b>Destroy records related to requests or actions taken on or before December 31, 2018</b>
<b>Benefits Continuation</b>	Records documenting notice to employees, spouses and dependents informing them of their rights to continue insurance coverage after termination or disability or family leave and whether coverage was elected or rejected. Continuation may be under COBRA or another provision. Notice is also sent to a third party administrator who administers the extended coverage. Records may be filed with the Employee Benefits Records or Employee Personnel Records.	Semipermanent <i>IC § 50-907(2)(g);</i> <i>29 CFR 1627.3</i>	<b>Destroy records dated on or before December 31, 2016 after employee separation, expiration of eligibility, or completion of litigation, whichever is longest</b>
<b>Budget Prep Records</b>	Working documents utilized to build base budgets and establish yearly budgets; worksheets, enhancements, amendments, etc.	Semipermanent	<b>Destroy records dated on or before December 31, 2013</b>
<b>Collective Bargaining</b>	Records documenting negotiations between the city and employee representatives, including contracts, reports, negotiation notes, letters of agreement, arbitration findings, cost analyses, minutes, tape recordings, etc.	Temporary <i>IC § 50-907(3)(d);</i> <i>29 CFR 516.5</i>	<b>Destroy records dated on or before December 31, 2020</b>
<b>Committee Records</b>	Agendas and meeting minutes/notes for special groups convened by HR for specific purposes such as Benefits, Compensation, and Wellness.	Semipermanent	<b>Destroy records dated on or before December 31, 2016</b>
<b>Correspondence, Administrative</b>	Correspondence created or received in the course of administering City policies and programs.	Semipermanent	<b>Destroy records dated on or before December 31, 2018</b>

RECORD	DESCRIPTION	CATEGORY	RETENTION PERIOD
<b>Department Guidelines, Policies, Procedures, Processes, and Reports</b>	HR guidelines, including but not limited to, Salary Administration Guidelines.	Semipermanent	<b>Destroy records dated on or before December 31, 2013 from date guideline in its entirety, or any part thereof, is officially replaced, updated</b>
	City Standard Operating Policy/Procedure Manual.	Semipermanent	<b>Destroy replaced/ updated SOP Manual versions dated on or before December 31, 2003</b>
	Records documenting and relating to HR processes, including but not limited to, recruiting/interviewing processes.	Semipermanent	<b>Destroy records related to replaced/ updated HR processes dated on or before December 31, 2018</b>
	Policies, reports, and documents regarding the internal department operations and procedures (e.g. Turnover, Recruiting reports, etc.).	Semipermanent	<b>Destroy records dated on or before December 31, 2013</b>
	HR reports regarding department performance or other management presentations. Includes reports documenting trends, department or City performance in key areas as determined.	Semipermanent	<b>Destroy records dated on or before December 31, 2013</b>
<b>Employee Benefits</b>	Records relating to city employee benefits information such as: selection of insurance plans, retirement, pension, and disability plans, deferred compensation plans, and other benefit information. Records may include but are not limited to: plan selection and application forms, enrollment records, contribution and deduction summaries, personal data records, authorizations, beneficiary information, notices of disability payment made, and related documentation.	Semipermanent <i>IC §§ 50-907(2)(g) and 45-610; 29 CFR 1627.3; 29 CFR 1602.31; IDAPA 09.01.35.081</i>	<b>Destroy records related to employees who have separated, whose benefit eligibility has expired, and who have completed any related litigation on or before December 31, 2016</b>

RECORD	DESCRIPTION	CATEGORY	RETENTION PERIOD
<b>Employee Medical Records</b>	Document an individual employee's medical history. These records are not personnel records and must be kept in a separate location from employee personnel records as required by the Americans with Disabilities Act. Records may include, but are not limited to: medical exam records (pre-employment, pre-assignment, periodic or episodic), X-rays, and records of significant health or disability limitations.	Semipermanent <i>IC §§ 50-907(2)(g) and 72-601; 29 CFR 1602.31; 29 CFR 1910.1020</i>	<b>Destroy records related to employees who have separated, whose benefit eligibility has expired, and who have completed any related litigation on or before December 31, 1948</b>
<b>Employee Personnel Records</b>	<p>Document of employee's work history. Original employee personnel records are kept by Human Resources Department unless otherwise specified. Records may include, but are not limited to: employment applications, notices of appointment, training and certification records, records of health limitations, drug testing, salary schedules, personal actions, performance evaluations, awards and other special recognition, letters of recommendation, investigation information, disciplinary action, notices of layoff, letters of resignation, home address and telephone, emergency notification forms, oaths of office, grievance and complaint records, and relate correspondence and documentation. (See also Employee Benefits Records, Employee Medical Records, Recruitment and Selection Records, and Volunteer Records).</p> <hr/> <p>Notes:</p> <p>(1) Meridian Police Department employee personnel records including original Internal Affairs files and training materials are kept by the Police Department according to the Police Department Records Retention Schedule. Upon employee separation, these records shall be forwarded to Human Resources Department.</p> <p>All other Police Department current employee original personnel records are kept by the Human Resources Department.</p>	Semipermanent <i>IC §§ 50-907(2)(g) and 45-610; 29 CFR 1627.3; 29 CFR 1602.31; IDAPA 09.01.35.081</i>	<b>Destroy records related to employees who have separated, whose benefit eligibility has expired, and who have completed any related litigation on or before December 31, 2018</b>

RECORD	DESCRIPTION	CATEGORY	RETENTION PERIOD
	<p>(2) Meridian Fire Department employee personnel records including original training records and original records related to Union promotions are kept by the Fire Department. Upon employee separation these records shall be forwarded to Human Resources Department.</p> <p>All other Fire Department current employee original personnel records including ICRMP and BEST training records and Union member promotion applications and PAR forms documenting a promotion are kept by Human Resources Department.</p>		
<b>Employment Verification (I-9) of Job Applicants</b>	<p>Document to the U.S. Immigration and Naturalization Service that an applicant or employee is eligible to work in the U.S. Information includes: employee information and verification data such as citizenship or alien status and signature, employer review and verification data such as documents, which establish identity and eligibility, and employer's signature certifying that documents were checked. This category includes forms completed for all new hires, as superseded or previous forms completed on rehires.</p>	<p>Temporary  <i>IC § 50-907(3)(d)</i>,  8 U.S.C. §  1324a(b)(3)  <i>(Immigration Reform and Control Act)</i></p>	<p><b>Destroy records related to employees hired on or before December 31, 2020</b></p> <p><b>Destroy records related to applicants not hired dated on or before December 31, 2022</b></p>
<b>Hazard Exposure Records</b>	<p>Emergency response employees exhibiting signs or symptoms possibly resulting from exposure to hazardous substances are required to be provided medical examination and consultation. Records include: employee's name and social security number; physician's written opinion, recommended limitations; results of examinations and tests; employee medical complaints related to hazardous substance exposure; description of employee's duties as they relate to exposure; the employee's exposure levels or anticipated exposure levels; description of protective equipment used; and information from previous medical examinations of the employee which is not readily available to physician and other information.</p>	<p>Semipermanent  <i>IC § 50-907(2)(g)</i>;  29 <i>CFR 1910.1020</i></p>	<p><b>Destroy records related to employees who have separated, whose benefit eligibility has expired, and who have completed any related litigation on or before December 31, 1993</b></p>

<b>RECORD</b>	<b>DESCRIPTION</b>	<b>CATEGORY</b>	<b>RETENTION PERIOD</b>
<b>Insurance Policies/Plans: Employee Group Health and Life Benefits</b>	Records documenting plan descriptions and summaries of city insurance policies and plans covering employee group health and life benefits, including annual certification records.	Semipermanent	<b>Destroy records dated on or before December 31, 2013</b>
<b>Kinds and Levels Chart, General Employee or Police Step Plan</b>	Records documenting the description, classification and compensation of city jobs and positions. Usually includes details of duties and responsibilities of each position time percentage breakdowns of tasks, skills and abilities needed for each position, and related records documenting the development, modification or redefinition of each job or position.	Temporary <i>IC § 50-907(3)(d); 29 CFR Part 1602 and 29 CFR 1627.3</i>	<b>Destroy records dated on or before December 31, 2020</b>
<b>Leave Applications</b>	Applications or requests submitted by city employees for compensatory, family and medical leave, long term leave and other leave time. Information usually includes: employee name, department, date, leave dates requested, type of leave requested, and related data. These are not kept by Finance.	Temporary <i>IC §50-907(3)(d)</i>	<b>Destroy records dated on or before December 31, 2020</b>
<b>Personnel Action (PAR) Forms</b>	Completed employee forms submitted to HR upon initial hire, pay increase or decrease, change of address, or change of supervisor.	Semipermanent <i>IC § 50-907(2)(g); 29 CFR Part 1602 and 29 CFR 1627.3</i>	<b>Destroy records related to employees who have separated, whose benefit eligibility has expired, and who have completed any related litigation on or before December 31, 2018</b>
<b>Position Descriptions</b>	Records documenting the description, classification and compensation of city jobs and positions. Usually includes details of duties and responsibilities of each position time percentage breakdowns of tasks, skills and abilities needed for each position, and related records documenting the development, modification or redefinition of each job or position.	Temporary <i>IC § 50-907(3)(d); 29 CFR Part 1602 and 29 CFR 1627.3</i>	<b>Destroy records dated on or before December 31, 2020</b>
<b>Presentations</b>	Formal departmental presentations to Council, other formal bodies.	Semipermanent	<b>Destroy records dated on or before December 31, 2018</b>

RECORD	DESCRIPTION	CATEGORY	RETENTION PERIOD
<b>Recruitment and Selection Records for Applicants who are Hired</b>	Documents regarding the recruitment and selection of city employees and contracted service providers such as attorneys, auditors, consultants, etc. Records may include, but are not limited to: job announcements and descriptions, applicant lists, applications and resumes, position advertisement records, civil service and other examination records, interview questions, interview and application scoring notes, applicant background investigation information, polygraph test results, letters of reference, civil service records, staffing requisition forms, certification of eligibles, recruitment file (job announcement, position description, documentation relating to the announcement and test, and test items and rating levels), and related correspondence and documentation.	Temporary <i>IC § 50-907(3)(d);</i> <i>29 CFR 1602.31;</i> <i>29 CFR</i> <i>1627.3(b)(1)(vi)</i>	<b>Destroy records dated on or before December 31, 2021</b>
	Meridian Police Department employee original background investigation records are kept by the Police Department. Upon employee separation these original records shall be forwarded to the Human Resources Department for proper disposition.	Temporary	<b>Destroy records related to employees who separated on or before December 31, 2021</b>
	Meridian Fire Department Union original recruitment records including National Testing Network testing, application, and interview notes, for applicants who are hired, are kept by the Fire Department until the expiration of the retention period at which time they shall be properly destroyed by the Fire Department.	Temporary	<b>Destroy records dated on or before December 31, 2021</b>

RECORD	DESCRIPTION	CATEGORY	RETENTION PERIOD
<b>Recruitment and Selection Records for Applicants who are Not Hired</b>	Documents regarding the recruitment and selection of city employees and contracted service providers such as attorneys, auditors, consultants, etc. Records may include, but are not limited to: job announcements and descriptions, applicant lists, applications and resumes, position advertisement records, civil service and other examination records, interview questions, interview and application scoring notes, applicant background investigation information, polygraph test results, letters of reference, civil service records, staffing requisition forms, certification of eligibles, recruitment file (job announcement, position description, documentation relating to the announcement and test, and test items and rating levels), and related correspondence and documentation.	Temporary <i>IC § 50-907(3)(d); 29 CFR 1602.31; 29 CFR 1627.3(b)(1)(vi)</i>	<b>Destroy records dated on or before December 31, 2021</b>
	Meridian Fire Department Union original recruitment records including National Testing Network testing, application, and interview notes, for applicants who are not hired, are kept by the Fire Department until the expiration of the retention period at which time, they shall be properly destroyed by the Fire Department	Temporary	<b>Destroy records dated on or before December 31, 2021</b>
<b>Special Projects</b>	Documents related to special, one-time projects to include, but not limited to, Employee Satisfaction Survey, Policy Review/Revision, Salary Structure Review.	Semipermanent	<b>Destroy records dated on or before December 31, 2013</b>
<b>Surveys</b>	HR and other initiated internal surveys, survey results (e.g. Salary Surveys, Employee Satisfaction Surveys, Best Place to Work. Etc.).	Semipermanent	<b>Destroy records dated on or before December 31, 2013</b>
<b>Training Programs/HR</b>	Records related to the design and implementation of training programs provided to employees by the City. Documents may include course descriptions, instructor certifications, instructional materials, course outlines, class enrollment and attendance records, tests, test results, and related records.	Semipermanent <i>IC § 50-907(2)(g)</i>	<b>Destroy records dated on or before December 31, 2018 from final presentation and/or use</b>



<b>RECORD</b>	<b>DESCRIPTION</b>	<b>CATEGORY</b>	<b>RETENTION PERIOD</b>
<b>Training/Travel Records</b>	Records documenting attendance and presentation by HR employees at conventions, conferences, seminars, workshops, and similar training events. Includes training/travel requests, training materials, reports and related correspondence.	Semipermanent	<b>Destroy records dated on or before December 31, 2018</b>
<b>Payroll Unemployment Claims</b>	Records documenting claims submitted by former city employees for unemployment compensation. Usually includes: claims, notices, reports, and related records. May also include records generated by the appeal of claim determinations. These are received by HR and kept in HR.	Temporary <i>IC §50-907(3)(d)</i>	<b>Destroy records dated on or before December 31, 2018</b>
<b>Wellness Program</b>	Records related to the management and administration of the Wellness Program including:		
	<ul style="list-style-type: none"> <li>Wellness Challenges - Correspondence and other Challenge documentation.</li> </ul>	Semipermanent	<b>Destroy records dated on or before December 31, 2018</b>
	<ul style="list-style-type: none"> <li>Wellness Committee Meeting Agendas and Minutes</li> </ul>	Semipermanent	<b>Destroy records dated on or before December 31, 2016</b>
	<ul style="list-style-type: none"> <li>Wellness Day Off –Incentive Verification Forms for Day Off Requests</li> </ul>	Semipermanent	<b>Destroy records dated on or before December 31, 1948 (retained in accordance with Employee Benefit records retention period)</b>
<b>Workers' Compensation Records and Claims</b>	Medical records related to job assignments that document work-related injuries and illnesses, including but not limited to, hearing test records, hazard exposure records, first- aid incident records, physician statements, release consent forms and related correspondence, and records documenting claims submitted by city employees for work-related injuries and illnesses. These records are kept separate from employee personnel files.	Semipermanent	<b>Destroy records dated on or before December 31, 1993 after employment separation</b>

## INFORMATION TECHNOLOGY (I.T.) DEPARTMENT

RECORD	DESCRIPTION	CATEGORY	RETENTION PERIOD
<b>Administrative</b>			
<b>Correspondence</b>	Records created or received in the course of administering city policies, procedures or programs, but these records do not provide insight into significant policy, procedure or program discussions or decisions.	Semipermanent	<b>Destroy records dated on or before December 31, 2018</b>
<b>Operational Records</b>			
<b>Service Management Tool</b>	All customer support tickets opened in service management systems.	Semipermanent <i>IC §50-907(2)(g) (other)</i>	<b>Destroy records dated on or before December 31, 2013</b>
<b>Department Policies and Reports</b>	Policies, reports, and documents regarding internal department operations and procedures, <i>e.g.</i> computer usage policy, password policy, service level goals, training materials, evaluations of materials.	Semipermanent <i>IC §50-907(2)(e) (dept. report)</i>	<b>Destroy records dated on or before December 31, 2018</b>
<b>Outlook E-mail Messages –City Staff</b>	All e-mail messages, sent or received by City staff using City’s e-mail system. (E-mail messages may be preserved elsewhere in digital or paper format for longer periods of time as the subject matter of such messages may require.)	Semipermanent <i>IC §50-907(2)(g) (other)</i>	<b>Destroy records dated on or before December 31, 2018</b>

## MAYOR'S OFFICE

RECORD	DESCRIPTION	CATEGORY	RETENTION PERIOD
<b>Administrative Records</b>			
<b>Correspondence</b>	Correspondence created or received in the course of administering city policies/programs, but these records do not provide insight into significant policy/program discussions or decisions. May include citizen response letters, letters to homeowner associations and businesses.	Semipermanent	<b>Destroy records dated on or before December 31, 2018</b>
<b>Economic Development - Community Development Block Grant (CDBG)</b>			
<b>Subrecipient Agreements and Supporting Documents</b>	Documents, including, but not limited to agreements, Consolidated Annual Performance Evaluation Report (CAPER), sub-recipient agreements, environmental review records, PSAs (and corresponding products), sub-recipient reporting documents (activity reports, draw requests, labor files), etc.	Semi-permanent	<b>Destroy records related to CAPER completed on or before program year ending on or before December 31, 2018</b>
<b>Operational Records</b>			
<b>Agendas &amp; Minutes</b>	Agendas and minutes of Director Meetings, Operational Meetings, Mayor's Youth Advisory Council, Mayor's Senior Advisory Board, and Faith Ambassador Council Meetings.	Semipermanent	<b>Destroy records dated on or before December 31, 2018</b>
<b>Applications</b>	Forms and materials submitted with application for positions or awards administered by Mayor's Office, including applications for scholarships, Promise partners, Mayor's Youth Advisory Council, volunteer positions, City commissions, and City committees or task forces.	Semipermanent	<b>Destroy records dated on or before December 31, 2018</b>
<b>Mayoral Memorandums</b>	Mayoral memos regarding proclamations, meetings, or events.	Semipermanent	<b>Destroy records dated on or before December 31, 2018</b>
<b>News Releases</b>	A written or recorded record directed at members of the news media for the purpose of making a newsworthy announcement.	Semipermanent	<b>Destroy records dated on or before December 31, 2013</b>

<b>RECORD</b>	<b>DESCRIPTION</b>	<b>CATEGORY</b>	<b>RETENTION PERIOD</b>
<b>Proclamations</b>	Proclamations issued by the Mayor not read at City Council meetings.	Semipermanent	<b>Destroy records dated on or before December 31, 2018</b>
<b>Publications</b>	Informational or promotional publications of the Mayor's office, including newsletters, flyers, marketing materials, brochures, program materials.	Semipermanent	<b>Destroy records dated on or before December 31, 2018</b>
<b>Public Addresses</b>	Published records relating addresses, speeches or podcasts. May include script, video, PowerPoint, program, agenda, photos.	Semipermanent	<b>Destroy records dated on or before December 31, 2018</b>
<b>Special Projects</b>	Documents related to special or one-time projects.	Semipermanent	<b>Destroy records dated on or before December 31, 2013</b>

**PARKS & RECREATION DEPARTMENT**

<b>RECORD</b>	<b>DESCRIPTION</b>	<b>CATEGORY</b>	<b>RETENTION PERIOD</b>
<b>Agendas &amp; Minutes – Staff Meetings</b>	Agendas and minutes of monthly MPR all-staff meetings.	Semipermanent <i>IC § 50-907(2)(g)</i>	<b>Destroy records dated on or before December 31, 2018</b>
<b>Agreements and Contracts</b>	Agreements signed by City staff (not by Council).	Temporary <i>IC § 50-907(3)(d)</i>	<b>Destroy agreements expired or terminated on or before December 31, 2021</b>
<b>Camp Registration Records</b>	Records regarding camp registration.	Semipermanent <i>IC § 50-907(2)(g)</i>	<b>Destroy records dated on or before December 31, 1998</b>
<b>Concessionaires’ Health Department Records</b>	Central District Health food safety certifications and permits submitted by concessionaire.	Temporary <i>IC § 50-907(3)(d)</i>	<b>Destroy records dated on or before December 31, 2021</b>
<b>Correspondence</b>	Correspondence created or received in the course of administering City policies, procedures or programs including but not limited to memos, transmittals, notes, comments, thank you notes, letters to businesses and day-to day office and housekeeping correspondence.	Semipermanent <i>IC § 50-907(2)(g)</i>	<b>Destroy records dated on or before December 31, 2018</b>
<b>Committee Records</b>	Agendas, meeting minutes/notes, and audio recordings of ad hoc groups convened by Parks & Recreation for specific purposes (e.g., Christmas in Meridian).	Semipermanent <i>IC § 50-907(2)(g)</i>	<b>Destroy records dated on or before December 31, 2018</b>
<b>Employee files</b>	Certifications, disciplinary reports, performance evaluations, comment cards, complaints, kudos, awards, etc. regarding employees and lifeguards.	Semipermanent <i>IC § 50-907(2)(g)</i>	<b>Transfer to HR: records dated on or before December 31, 2018</b>

<b>RECORD</b>	<b>DESCRIPTION</b>	<b>CATEGORY</b>	<b>RETENTION PERIOD</b>
<b>External Guidelines, Policies, Director's Orders</b>	Director's orders and policies pertaining to external customers, facilities, recreation classes, camps, special events, and sports (e.g., Lost & Found, Metal Detecting, Recreational Instructor Policy, Registrations & Refunds, Sports League Bylaws, Partnerships Between Private or Public Entities, Hot Air Balloons).	Temporary <i>IC § 50-907(3)(d)</i>	<b>Destroy records dated on or before December 31, 2021</b>
<b>Employee Time Logs and Reports</b>	Completed logs of employees' timesheets, tasks, and location; reports and analysis of related data.	Semipermanent <i>IC § 50-907(2)(g)</i>	<b>Destroy records dated on or before December 31, 2018</b>
<b>Facility Improvement Plans</b>	Plans and specifications related to remodel and improvement of MPR buildings and facilities.	Semipermanent <i>IC § 50-907(2)(c)</i>	<b>Destroy records dated on or before December 31, 2013</b>
<b>Facility Reservations</b>	Materials related to reservation of facilities and equipment (e.g., shelters; tennis, pickleball, and basketball courts; multiuse and baseball/ softball fields; cornhole boards).	Semipermanent <i>IC § 50-907(2)(g)</i>	<b>Destroy records dated on or before December 31, 1998</b>
<b>Financial Aid Applications</b>	Completed application forms and materials submitted to request financial assistance for children's class or program (e.g., Care Enough to Share).	Temporary <i>IC § 50-907(3)(d)</i>	<b>Destroy records dated on or before December 31, 2021</b>
<b>Grounds Maintenance Records</b>	Pesticide spray records, playground inspection records.	Temporary <i>IC § 50-907(3)(d)</i> IDAPA 02.03.03.100.05	<b>Destroy records dated on or before December 31, 2020</b>
<b>Homecourt Membership Records</b>	Records regarding Homecourt membership registration, including, e.g., waiver, financial information, daily sign-in logs.	Temporary <i>IC § 50-907(3)(d)</i>	<b>Destroy records dated on or before December 31, 2021</b>

<b>RECORD</b>	<b>DESCRIPTION</b>	<b>CATEGORY</b>	<b>RETENTION PERIOD</b>
<b>Incident or Accident Reports</b>	Records regarding incidents, injuries, accidents, rescues, or other staff actions, incurred during or related to a department-sponsored or department-provided class, camp, program, reservation, or activity.	Temporary <i>IC § 50-907(3)(d)</i>	<b>Destroy records dated on or before December 31, 2021</b>
<b>Memorial Forms</b>	Completed citizen forms requesting memorial in MPR facility under established memorial program (e.g. Generations Plaza Brick Sales form, Kleiner Park Memorial Tree Plaza Paver Sales, Memorial Tree Program form).	Semipermanent <i>IC § 50-907(2)(g)</i>	<b>Destroy records dated on or before December 31, 1948</b>
<b>Meeting Records and Notes</b>	Agendas and minutes of monthly MPR all-staff meetings.	Semipermanent <i>IC § 50-907(2)(g)</i>	<b>Destroy records dated on or before December 31, 2018</b>
<b>Permits</b>	Materials related to permit applications and permits issued by MPR (e.g., amplified sound permits, short-term concession permits).	Semipermanent <i>IC § 50-907(2)(g)</i>	<b>Destroy records dated on or before December 31, 2018</b>
<b>Recreation Class/ Activity Registration</b>	Materials related to registration for a recreation class or activity.	Semipermanent <i>IC § 50-907(2)(g)</i>	<b>Destroy records dated on or before December 31, 1998</b>
<b>Special Event Records</b>	Records related to MPR-sponsored special events, including vendor and sponsor contracts and entries, Trunk or Treat trunk entries, parade float entries.	Semipermanent <i>IC § 50-907(2)(g)</i>	<b>Destroy records dated on or before December 31, 1948</b>
<b>Payment Records</b>	Materials related to customer payment for MPR services e.g., special event applications, vendors, sponsors, registration, permit applications, memorials, sports league registration, recreation class registration, camp registration, swim lessons.	Semipermanent <i>IC § 50-907(2)(g)</i>	<b>Destroy records dated on or before December 31, 1998</b>
<b>Sports Schedules and Scores</b>	Records of games played and final scores.	Semipermanent <i>IC § 50-907(2)(g)</i>	<b>Destroy records for which</b>

<b>RECORD</b>	<b>DESCRIPTION</b>	<b>CATEGORY</b>	<b>RETENTION PERIOD</b>
			<b>administrative need has ended</b>
<b>Surveys</b>	Internal and external outreach surveys and results.	Semipermanent <i>IC § 50-907(2)(g)</i>	<b>Destroy records dated on or before December 31, 2013</b>
<b>Team Rosters and Registration Forms</b>	Record of all individuals registered for a sports team.	Temporary <i>IC § 50-907(3)(d)</i>	<b>Destroy records dated on or before December 31, 2021</b>
<b>Time Capsule Content Information</b>	Records regarding location and contents of time capsules that have not been opened.	Temporary <i>IC § 50-907(3)(d)</i>	<b>Destroy records related to time capsule opened on or before December 31, 2021</b>
<b>Tree Abatement Case Files</b>	Records related to nuisance tree abatement as ordered by City Arborist.	Temporary <i>IC § 50-907(3)(d)</i>	<b>Destroy records dated on or before December 31, 2021</b>
<b>Lakeview Golf Course</b>			
<b>Golf Cart Maintenance Records</b>	Records regarding maintenance of golf carts.	Temporary <i>IC § 50-907(3)(d)</i>	<b>Destroy records dated on or before December 31, 2021</b>
<b>Golf Course Annual Passes</b>	Records related to annual pass registration and issuance, including, e.g., waiver, contact and financial information.	Temporary <i>IC § 50-907(3)(d)</i>	<b>Destroy records dated on or before December 31, 2021</b>
<b>Golf Course Fertilizer and Pesticide Records</b>	Pesticide, herbicide, and fertilizer spray records.	Temporary <i>IC § 50-907(3)(d)</i> IDAPA 02.03.03.100.05	<b>Destroy records dated on or before December 31, 2020</b>



<b>RECORD</b>	<b>DESCRIPTION</b>	<b>CATEGORY</b>	<b>RETENTION PERIOD</b>
<b>Golf Course Payment Records</b>	Materials related to customer accounts and payments for LGC goods and services.	Semipermanent <i>IC § 50-907(2)(g)</i>	<b>Destroy records dated on or before December 31, 1998</b>
<b>Tournament Applications</b>	Tournament application form and related materials, including waiver, proof of insurance, etc.	Temporary <i>IC § 50-907(3)(d)</i>	<b>Destroy records dated on or before December 31, 2021</b>
<b>Community Swimming Pool</b>			
<b>Chemical Test Logs</b>	Records of water chemical level testing performed by pool staff.	Temporary <i>IC § 50-907(3)(d)</i>	<b>Destroy records dated on or before December 31, 2021</b>
<b>Chemical Test reports</b>	Records of automatic chemical tests performed by chemical automation system and emailed to MPR staff.	Semipermanent <i>IC § 50-907(2)(g)</i>	<b>Destroy records dated on or before December 31, 2018</b>
<b>Swim Team Waiver Forms</b>	Completed waivers submitted by individual swim team members.	Temporary <i>IC § 50-907(3)(d)</i>	<b>Destroy records dated on or before December 31, 2021</b>
<b>Pool Operation License</b>	License(s) to operate pool issued by Central District Health.	Temporary <i>IC § 50-907(3)(d)</i>	<b>Destroy records dated on or before December 31, 2021</b>
<b>Lifeguard Schedules and Timesheets</b>	Lifeguard schedule and timesheets, contact information.	Semipermanent <i>IC § 50-907(2)(g)</i>	<b>Destroy records dated on or before December 31, 1998</b>
<b>Arts and Culture Coordinator</b>			
<b>Initial Point Gallery Records</b>	Records regarding applicants not selected for exhibition of work in IPG.	Temporary <i>IC § 50-907(3)(d)</i>	<b>Destroy records dated on or before December 31, 2021</b>
	Permission forms allowing display of work by minor artists in IPG.	Temporary <i>IC § 50-907(3)(d)</i>	<b>Destroy records dated</b>

RECORD	DESCRIPTION	CATEGORY	RETENTION PERIOD
			on or before December 31, 2021
	IPG visitor sign-in sheets.	Temporary <i>IC § 50-907(3)(d)</i>	Destroy records dated on or before December 31, 2021

## POLICE DEPARTMENT

RECORD	DESCRIPTION	CATEGORY	RETENTION PERIOD
<b>Activity reports</b>	Daily, weekly, monthly or other reports documenting the activities of employees, including: type of activity, employees involved, time spent on activity, work completed, equipment used, etc. May include Education & Prevention Training reports.	Semipermanent <i>Idaho Code § 50-907(2)(e)</i>	<b>Destroy records dated on or before December 31, 2018</b>
<b>Code enforcement Incident Notes**</b> <b>2012-2019</b>	Records created by code enforcement officers to document a violation or investigation into a suspected violation of city ordinance in Accella.	Semi-permanent  <i>Idaho Code § 50-907(2)(g)</i>	<b>Destroy records dated on or before December 31, 1948</b>
<b>Code Enforcement Incident Notes**</b> <b>2020 – Present</b>	Records created by code enforcement officers to document a violation or investigation into a suspected violation of city ordinance that do not become a DR in case management module of ITS.	Semi-permanent  <i>Idaho Code § 50-907(2)(g)</i>	<b>Destroy records dated on or before December 31, 2018</b>
<b>Crime analysis statistics</b>	Records documenting police efforts to anticipate, prevent, or monitor criminal activity. May include statistical summaries of crime patterns, modes of operation, analysis of particular crimes, criminal profiles, forecasts, movements of known offenders, etc.	Semipermanent <i>IC § 50-907(2)(g)</i>	<b>Destroy records dated on or before December 31, 2018</b>
<b>Crime reports (DRs) for Suicides, Unattended Deaths, and Major Crimes</b>  <b>(Including Homicide Offenses, Human Trafficking, Kidnapping/Abduction, Sex Offenses, and Terrorism)</b>	Reports documenting a suicide, unattended death and/or criminal offense and actions taken, including charges or arrests. Record typically includes location of occurrence, date and time, handling officer, involved parties (suspects, victims, witnesses, reporting parties, etc.) and their personal information, summary of events and supportive documents (e.g., <i>probable cause statements, witness statements, runaway forms, release of custody forms (juveniles), documents provided by citizens and victims, citations, property invoices, release of property forms, etc.</i> ). May include <i>polygraph records (e.g., pre-examination records, questions, statements of consent, analysis</i>	Semipermanent <i>IC § 50-907(2)(e)</i>	<b>Destroy records of prosecuted cases where final disposition was complete on or before December 31, 1923</b>  <b>Destroy records of non-prosecuted cases where last investigative action was on or before December 31, 1923</b>

RECORD	DESCRIPTION	CATEGORY	RETENTION PERIOD
	<p><i>reports, results charts, conclusions, interviewee statements, related information); property and evidence control and disposition records (e.g., evidence photographs, receipt forms, evidence logs, property reports, destruction lists, property consignment sheets, seized firearm logs, homicide evidence inventories, etc.); and/or informant case files (reports, correspondence, payment records, fingerprint cards, signature cards, letters of understanding on informants' activities and related records).</i></p>		
<p><b>Crime Reports (DRs) for Group A Felony Offenses</b></p> <p><b>(Including Animal Cruelty, Arson, Assault Offenses, Bribery, Burglary/Breaking &amp; Entering, Commerce Violations, Counterfeiting/Forgery, Destruction/Damage/Vandalism of Property, Drug/Narcotic Offenses, Embezzlement, Espionage, Extortion/Blackmail, Fraud Offenses, Fugitive Offenses, Gambling, Immigration Violations, Larceny/Theft Offenses, Motor Vehicle Theft, Pornography/Obscene Material, Prostitution</b></p>	<p>Reports documenting a felony offense and actions taken, including charges or arrests. Record typically includes location of occurrence, date and time, handling officer, involved parties (suspects, victims, witnesses, reporting parties, etc.) and their personal information, summary of events and supportive documents (e.g., <i>probable cause statements, witness statements, tow slips, administrative license suspension forms, intoxilyzer slips, field sobriety tests forms, runaway forms, release of custody forms (juveniles), criminal background information (ILETS/Triple III, Ada LE Lookup, ISTARs, JDOC), documents provided by citizens and victims, citations, property invoices, release of property forms, Leads Online printouts, shoplifting reports from store security officers, etc.</i>). May include polygraph records (pre-examination records, questions, statements of consent, analysis reports, results charts, conclusions, interviewee statements, related information), abandoned vehicle reports, found property records, traffic collision reports, property and evidence control and disposition</p>	<p>Semipermanent IC § 50-907(2)(g)</p>	<p><b>Destroy records related to prosecuted cases where final disposition is dated on or before December 31, 2013</b></p> <p><b>Destroy records related to non-prosecuted cases where last investigative action is on or before December 31, 2013</b></p>

RECORD	DESCRIPTION	CATEGORY	RETENTION PERIOD
<b>Offenses, Robbery, Stolen Property Offenses, Treason, and Weapon Law Violations)</b>	<i>records (e.g., evidence photographs, receipt forms, evidence logs, property reports, destruction lists, property consignment sheets, seized firearm logs, homicide evidence inventories, etc.), and/or informant case files (reports, correspondence, payment records, fingerprint cards, signature cards, letters of understanding on informants' activities and related records).</i>		
<b>Crime reports (DRs) for Group A Misdemeanor Offenses and Group B Offenses (Including Bad Checks, Bond Default, Curfew/Loitering/Vagrancy Violations, Disorderly Conduct, Driving Under the Influence, Drunkenness, Family Offenses Nonviolent, Federal Resource Violation, Liquor Law Violations, Peeping Tom, Perjury, Trespass of Real Property, All Other Offenses)</b>  <b>Code enforcement offences (eg. UDC, nuisance, parking, vehicle impound)</b>	<p>Reports documenting a criminal offense and actions taken, including charges or arrests. Record typically includes location of occurrence, date and time, handling officer, involved parties (suspects, victims, witnesses, reporting parties, etc.) and their personal information, summary of events and supportive documents (e.g., <i>probable cause statements, witness statements, tow slips, administrative license suspension forms, intoxilyzer slips, field sobriety tests forms, runaway forms, release of custody forms (juveniles), criminal background information (ILETS/Triple III, Ada LE Lookup, ISTARs, JDOC), documents provided by citizens and victims, citations, property invoices, release of property forms, Leads Online printouts, shoplifting reports from store security officers, etc.</i>). May include <i>polygraph records (pre-examination records, questions, statements of consent, analysis reports, results charts, conclusions, interviewee statements, related information), abandoned vehicle reports, found property records, traffic collision reports, property and evidence control and disposition records (e.g., evidence photographs, receipt forms, evidence logs, property reports, destruction lists, property consignment sheets, seized firearm</i></p>	Semipermanent  <i>IC § 50-907(2)(g)</i>	<b>Destroy records related to prosecuted cases where final disposition is dated on or before December 31, 2018</b>  <b>Destroy records related to non-prosecuted cases where last investigative action is on or before December 31, 2018</b>

RECORD	DESCRIPTION	CATEGORY	RETENTION PERIOD
	logs, homicide evidence inventories, etc.), and/or informant case files (reports, correspondence, payment records, fingerprint cards, signature cards, letters of understanding on informants' activities and related records).		
<b>Citations (Misdemeanor and Infraction) for Other Crimes</b>	Police department copy of citations issued for traffic violations not associated with a crime report. Record typically includes date and time, location of offense, vehicle license plate information, code violation number, and issuing officer.	Temporary <i>IC § 50-907(3)(d)</i>	<b>Destroy records dated on or before December 31, 2021</b>
<b>Digital media – Type 1 (Associated with Major Crimes Reports, Unattended Deaths, and Suicides)</b>	Digital media attached to a crime report for a major crime. Includes video, audio, or other digital content created by a law enforcement officer in the course of an investigation or response and attached to a crime report for Major crimes including Homicide Offenses, Human Trafficking, Kidnapping/Abduction, Sex Offenses, and Terrorism	Semipermanent <i>IC § 50-907(2)(g)</i>	<b>Destroy records related to prosecuted cases where final disposition is dated on or before December 31, 1923</b>  <b>Destroy records related to non-prosecuted cases where last investigative action is on or before December 31, 1923</b>
<b>Digital media – Type 2 (Associated with Group A and B Reports)</b>	Digital media attached to a crime report other than a major crime. Includes video, audio, or other digital content created by a law enforcement officer in the course of an investigation or response and attached to a crime report for a crime other than a major crime.	Semipermanent <i>IC § 50-907(2)(g)</i>	<b>Group A Cases:</b>  <b>Destroy records related to prosecuted cases where final disposition is dated on or before December 31, 2013</b>  <b>Destroy records related to non-prosecuted cases where last investigative action is on or before December 31, 2013</b>

RECORD	DESCRIPTION	CATEGORY	RETENTION PERIOD
			<p><b>Group B Cases:</b></p> <p><b>Destroy records related to prosecuted cases where final disposition is dated on or before December 31, 2018</b></p> <p><b>Destroy records related to non-prosecuted cases where last investigative action is on or before December 31, 2018</b></p>
<p><b>Digital media – Type 5*</b></p>	<p>Digital media related to an officer complaint. Includes video, audio, or other digital content created by a law enforcement officer in the course of an investigation or response relevant to a complaint about such response or officer.</p> <p>* Where record is embedded with a crime report (DR), it shall be retained according to the retention period established for the crime report.</p>	<p>Temporary <i>IC § 50-907(3)(d)</i></p>	<p><b>Destroy records dated on or before December 31, 2021</b></p>
<p><b>Field interview reports (FI cards)</b></p>	<p>An informational document written by police officers relating to individuals, events, or vehicles for which the officer does not have probable cause for enforcement. Typically includes name and current address of person contacted, physical description of person or vehicle, officer’s name, location of contact, date and time, reason for contact, etc.</p>	<p>Semipermanent <i>IC § 50-907(2)(g)</i></p>	<p><b>Destroy records dated on or before December 31, 2018</b></p>
<p><b>Grant records</b></p>	<p>Applications and required reporting documents for grants to support law enforcement initiatives and programming (e.g., crime prevention, substance abuse programs, criminal justice, SWAT).</p>	<p>Semipermanent Idaho Code § 50-907(2)(g)</p>	<p><b>Destroy records of grants closed out on or before December 31, 2013</b></p>
<p><b>Health &amp; Welfare Referrals APS &amp; Daycare complaints</b></p>	<p>Referrals of suspected child abuse, adult abuse and daycare complaints.</p>	<p>Semipermanent <i>IC § 50-907(2)(g)</i></p>	<p><b>Destroy records related to cases closed or referred on</b></p>

RECORD	DESCRIPTION	CATEGORY	RETENTION PERIOD
			<b>or before December 31, 2018</b>
<b>Internal affairs files</b>	Records documenting department's investigation of an officer's role in an incident for the purpose of evaluating compliance with department policy and professional standards. Records typically include investigative materials (video and audio recordings, written statements, narratives, analysis), <i>polygraph records (pre-examination records, questions, statements of consent, analysis reports, results charts, conclusions, interviewee statements, related information)</i> , and recommended disciplinary actions, if any.	Semipermanent <i>IC §§ 50-907(2)(g) and 45-610; 29 CFR 1627.3; 29 CFR 1602.31</i>	<b>Destroy records related to employees who have separated and completed any related litigation on or before December 31, 1948</b>
<b>Intoxilyzer 5000en, Draeger 9510 and LifeLoc instrument records</b>	Factory and State of Idaho certificates for instrument; log of each person that takes the breathalyzer test and verification testing. May include suspect name, date, time, results, operator name, calibration check results, simulated temperature in range, comments, etc.	Temporary <i>IC § 50-907(3)(d) and IDAPA 11.03.01.013.06</i>	<b>Destroy records related to machines with certificates issued on or before December 31, 2020</b>
<b>Master name index records</b>	Information on individuals who are field interviewed, individuals who are arrested, suspects or accomplices in crimes, victims, complainants, and witnesses to incidents. Information typically includes name, address, date of birth, race, sex, date and time of incident or contact, case number (DR#), citation numbers and other identifying data.	Semipermanent <i>IC § 50-907(2)(g)</i>	<b>Destroy records dated on or before December 31, 1923</b>
<b>Public records requests of records associated to a Major Crime DR</b>	Written public records requests, responses, records provided, and original (unredacted) records pertaining to a crime DR that falls under the Category of Crime reports (DRs) for Suicides, Unattended Deaths, and Major Crimes (murder, involuntary manslaughter, rape, sexual abuse of a child, terrorism).	Semipermanent <i>IC § 50-907(2)(g)</i>	<b>See destruction order for the original crime DR</b>
<b>Radar equipment, certifications, and</b>	Records documenting the calibration and maintenance of radar equipment	Temporary	<b>Destroy records dated on or before</b>



<b>RECORD</b>	<b>DESCRIPTION</b>	<b>CATEGORY</b>	<b>RETENTION PERIOD</b>
<b>maintenance records</b>	that may be useful in documenting the accuracy of the readings. Often includes original factory certification of calibration. Information relating to maintenance and repair may include a description of the work completed, parts used, date of service, equipment number, make, model, etc.	<i>IC § 50-907(3)(d)</i>	<b>December 31, 2020 after equipment retirement</b>
<b>Training materials</b>	Records related to training programs provided to MPD personnel by presenters including City employees, contractors, or other presenters. May include course descriptions, instructor certifications, instructional materials, course outlines and handouts, and attendance records.	Semipermanent <i>IC § 50-907(2)(g)</i>	<b>Destroy records related to a presentation or last use of records dated on or before December 31, 2018</b>
<b>Victim Witness System</b>	Notations and documents documenting contact with victims and witnesses.	Semipermanent <i>IC § 50-907(2)(g)</i>	<b>Destroy records related to cases in which investigation was closed or case was disposed before December 31, 2003</b>
<b>Written warnings</b>	Written notice provided by MPD officer to member of the public to bring attention to a potential or actual violation.	Semipermanent <i>IC § 50-907(2)(g)</i>	<b>Destroy records dated on or before December 31, 2018</b>

\* **Note:** Where record is used for legal, training, or purposes other than those enumerated in retention period, that record shall be retained according to the retention period established for other records similarly used.

\*\* **Note:** Where record is embedded with a crime report (DR), it shall be retained according to the retention period established for the crime report.

**PUBLIC WORKS DEPARTMENT**

<b>RECORD</b>	<b>DESCRIPTION</b>	<b>CATEGORY</b>	<b>RETENTION PERIOD</b>
<b>All Department Records</b>			
<b>Alarm Monitoring / Test Results Reports</b>	Reports of monitoring fire alarms, security alarms and sprinkler tests for all relevant City-owned facilities including annual fire alarm testing, annual backflow testing, quarterly sprinkler testing in Sapphire suppression system, monthly fire pump runs, and monthly check on fire extinguishers and Sapphire.	Semipermanent	<b>Destroy records for which there is no further administrative need dated on or before December 31, 2018</b>
<b>Budget Preparation Records</b>	Work documents utilized to build base budgets and establish yearly budgets, including vehicle replacement worksheets, enhancements, amendments and carry forward support.	Semipermanent	<b>Destroy records dated on or before December 31, 2003</b>
<b>Confined Space Entry Permit</b>	A written authorization prepared prior to employee entry into a Permit Required Confined Space. The Department's permit contains specific entry space, purpose and time conditions under which the entrance will operate.	Semipermanent	<b>Destroy records dated on or before December 31, 2018 from date issued</b>
<b>Correspondence, Administrative</b>	Correspondence created or received in the course of administering City policies, procedures, or programs.	Semipermanent	<b>Destroy records dated on or before December 31, 2018</b>
<b>Departmental Reports</b>	Department reports, performance management presentations.	Semipermanent	<b>Destroy records dated on or before December 31, 2013</b>
<b>Engineering Capital and Enhancement Plan (ECEP) Reports</b>	Engineering Capital & Enhancement Plan (ECEP) – 5-year Capital Improvement Plan Reports.	Semipermanent	<b>Destroy records dated on or before December 31, 2013</b>
<b>Meeting Minutes</b>	Internal meeting agendas, minutes, sign-in sheets	Semipermanent	<b>Destroy records dated on or before December 31, 2018</b>
<b>Photos, Building Maintenance</b>	Photos relating to repair and replacement of City-owned equipment, material, and facilities.	Semipermanent	<b>Destroy records requiring engineering stamps on or before December 31, 2021 after life of structure. Destroy all other records dated on or before December 31, 2013</b>

<b>Presentations</b>	Departmental presentations.	Semipermanent	<b>Destroy records dated on or before December 31, 2013</b>
<b>Safety Audits</b>	Health and Safety audits.	Temporary	<b>Destroy records dated on or before December 31, 2020</b>
<b>Safety/Health and Testing</b>	Safety and health documents including but not limited to training, auditory testing records, respirator fit test information.	Semipermanent	<b>Destroy records dated on or before December 31, 1948</b>
<b>Safety Meeting Agenda/Signup Sheets</b>	Topics covered and sign-up sheet for employees who attended the meetings.	Semipermanent	<b>Destroy records dated on or before December 31, 2018</b>
<b>Training and Travel</b>	Records documenting attendance and presentation by City employees at conventions, conferences, seminars, workshops, and similar training events. Includes training requests, travel requests, training and Continuing Education Unit (CEU) tracking reports, and related correspondence.	Semipermanent	<b>Destroy records dated on or before December 31, 2018</b>
<b>Administration</b>			
<b>Area of Impact Records</b>	Records related to analysis of expansion of Public Works services into the Area of Impact such as those for Kuna, Kuna Treatment Plant, Meridian Heights Water and Sewer District, South Meridian Planning.	Semipermanent	<b>Destroy records dated on or before December 31, 1948</b>
<b>Committee Records</b>	Agendas and meeting minutes for special groups convened by Public Works such as City Services Focus Group, Construction Best Management Practices Sub-Committee, Energy.	Semipermanent	<b>Destroy records dated on or before December 31, 2018</b>
<b>Emergency Master Plans</b>	Emergency plan records for City Hall, Emergency Management, and Continuity of Operations.	Semipermanent	<b>Destroy records dated on or before December 31, 2013</b>
<b>Events, Public Works</b>	Records related to planning Public Works internal and external events.	Semipermanent	<b>Destroy records dated on or before December 31, 2013</b>
<b>Rate/Fee Records</b>	Records related to establishing utility rates and fees, including calculations, research and recommendations.	Semipermanent	<b>Destroy records dated on or before December 31, 2003</b>

<b>Special Projects</b>	Documents related to special or one-time projects to include, but not limited to: Strategic Plans, Inventory Management, Project Information, Rail with Trail, Subdivisions, and Accreditation.	Semipermanent	<b>Destroy records dated on or before December 31, 2013 after completion</b>
<b>Surveys</b>	Public Works initiated internal and external surveys and survey results.	Semipermanent	<b>Destroy records dated on or before December 31, 2013</b>

<b>Engineering</b>			
<b>Fire Flow Requests</b>	Requests from customers for fire flow and responses from Engineering staff based on computer modeling.	Semipermanent	<b>Destroy records dated on or before December 31, 1948</b>
<b>Sewer Modeling Requests</b>	Requests from customers to run sewer model for capacity and sizing and response from Engineering staff based on computer modeling.	Semipermanent	<b>Destroy records dated on or before December 31, 1948</b>
<b>Environmental</b>			
<b>Environmental Awards Records</b>	Awards presented to citizens and businesses in recognition of environmental contributions to the community. This includes but is not limited to award nominations, certificates, photographs, and lists of recipients.	Semipermanent	<b>Destroy records dated on or before December 31, 2013</b>
<b>Pretreatment</b>			
<b>Industrial Pretreatment</b>	Records related to the identification, inspections sampling, permitting, formalized agreements and/or contracts between the City and individual facilities within the business and industrial sectors that must comply with the federal requirements of the Environmental Protection Agency 40 CFR Part 403, General Pretreatment regulations. These records and supporting documentation typically include: Industrial waste questionnaires, permit applications, permits and fact sheets, inspection reports, Industrial user reports, monitoring data (including laboratory reports), required plans (e.g., slug control, sludge management, pollution prevention), enforcement activities, and correspondence to and from the Industrial User.	Semipermanent	<b>Destroy all records dated on or before December 31, 2018 (unless IPDES permit cycle is not concluded or state or federal agency has requested retention)</b>
<b>Permitted Facilities</b>	Records related to permitted facilities, including zero discharge permits	Semipermanent	<b>Destroy records dated on or before December 31, 2013</b>

<b>Photos, Industrial Pretreatment</b>	Photos related to the identification, inspections sampling, permitting, formalized agreements and/or contracts between the City and individual facilities within the business and industrial sectors that must comply with the federal requirements of the Environmental Protection Agency 40 CFR Part 403, General Pretreatment regulations.	Semipermanent	<b>Destroy all records dated on or before December 31, 2018 (unless IPDES permit cycle is not concluded or state or federal agency has requested retention)</b>
<b>Pretreatment Awards Records</b>	Awards presented to businesses in recognition of Best Management Practices (BMP) contributions to the Wastewater Resource Recovery Facility. This includes but is not limited to award nominations, certificates, photographs, and lists of recipients.	Semipermanent	<b>Destroy records dated on or before December 31, 2018</b>
<b>Wastewater</b>			
<b>Air Permit</b>	All documents and reports related to the Air Permit. Can include reports, manuals, data, and calibration information.	Semipermanent	<b>Destroy records related to monitoring samples taken, measurements taken, reports or applications prepared, or permits expired on or before December 31, 2018</b>
<b>Biosolids</b>	All documents and reports related to biosolids production and disposal. Can include Sewer Sludge Application Site Logs and Sewage Sludge Management Plans.	Semipermanent	<b>Destroy all records dated on or before December 31, 2018 (unless IPDES permit cycle is not concluded or state or federal agency has requested retention)</b>  <b>Destroy discharge monitoring reports related to permits that expired on or before December 31, 2003</b>
<b>Discharge Monitoring Records</b>	Records documenting effluent quality discharged from the City wastewater treatment facility. Includes permit required supporting documentation.	Semipermanent	<b>Destroy discharge monitoring reports related to permits that expired on or before December 31, 2003</b>  <b>Destroy all other records dated on or before</b>

			<b>December 31, 2018 (unless IPDES permit cycle is not concluded or state or federal agency has requested retention)</b>
<b>75Equipment Maintenance &amp; Calibration Records</b>	Records documenting the maintenance and calibration of equipment and instruments used to undertake and monitor wastewater treatment operations. Useful to verify equipment reliability and for reference by regulatory agencies. Information includes: date, type of equipment maintained or calibrated, tests performed, repairs needed, comments, and related information.	Semipermanent	<b>Destroy records dated on or before December 31, 2018 after equipment removed from service, at end of the IPDES permit cycle, or as requested by state or federal agencies, or the life of City Database, whichever is longer.</b>
<b>Idaho Pollutant Discharge Elimination System (IPDES) Records</b>	Records documenting the application for and issuance of a permit to the City under the Idaho Pollutant Discharge Elimination System (IPDES) program which allows discharge of specific pollutants under controlled conditions. Records typically include: applications, permits, addenda, modifications, and related supporting documentation. Information includes: influent and effluent limits, chemical analysis records, water flow, test and recording requirements, definitions and acronyms, compliance schedules, and related data.	Semipermanent 40 CFR 122.41	<b>Destroy records dated on or before December 31, 2018 at end of the IPDES permit cycle, or as requested by state or federal agencies, whichever is longer.</b>
Reclaimed Water Records (REUSE)	Includes all records related to the reclaimed water permit. Can include permits, permit applications, manuals, plans, agreements, data and reports.	Semipermanent	<b>Destroy records related to permits that expired before December 31, 2021 (unless state or federal agency has requested retention)</b>
<b>Sewer Maintenance and Repair Records</b>	Records documenting the maintenance and repair of City sewers. May include summaries, reports, and similar records usually compiled from daily work records on a monthly or quarterly basis.	Semipermanent	<b>Keep records requiring engineering stamps Destroy records dated on or before December 31, 2021 after life of structure. Destroy all other records dated on or before December 31, 2018</b>

			<b>or until asset is removed from service or the administrative need ends.</b>
<b>Sewer Smoke Test Records</b>	Records documenting smoke tests undertaken to verify hookup to main sewer lines, check condition of pipes, or determine effectiveness of backflow prevention devices. Information typically includes: maps or diagrams of lines tested, location of leaks detected, inspector's name, pipe size, and related information.	Semipermanent	<b>Destroy records dated on or before December 31, 2013</b>
<b>Sewer Television/ Videoscan Inspection Records (External)</b>	Records from contractors documenting television inspections used to locate problems and defects in sewer lines. Often consists of , inspections of newly constructed lines.	Semipermanent	<b>Destroy records dated on or before December 31, 2018</b>
<b>Valve Maintenance Records</b>	Records documenting the location, specifications, maintenance, and repair of valves in the City sewer system. Includes lists, charts, drawings, reports, logs, and related records, valve location, identification number, run of pipe, size, make, year installed, depth, turns to open and normal position, narratives of valve maintenance and repair, test run, personnel completing work, dates, and related information.	Semipermanent	<b>Keep records requiring engineering stamps dated on or before December 31, 2021 after life of structure. Keep other records dated on or before December 31, 2018 or until asset is removed from service or the administrative need ends.</b>
<b>Wastewater Customer Complaint Records</b>	Complaint letters, notes, or phone calls and in-person complaints from customers or citizens	Semipermanent	<b>Destroy records dated on or before December 31, 2018, at end of the IPDES permit cycle, or as requested by state or federal agencies, whichever is longer.</b>
<b>Wastewater Preventative Maintenance Work Plan Records</b>	Preventative maintenance schedules, work orders	Semipermanent	<b>Destroy records dated on or before December 31, 2018 or until the asset is removed from service or until the period of reclaimed water permit plus two years, at end of the IPDES Permit cycle, or as requested by state or federal agencies, or the</b>



			<b>life of City Database, whichever is longer.</b>
<b>Water</b>			
<b>Backflow Tests</b>	Backflow assemblies test report	Temporary	<b>Destroy records dated on or before December 31, 2020</b>
<b>Construction Samples</b>	Bacteria sample results taken for water line/well construction	Semipermanent	<b>Destroy records dated on or before December 31, 2018</b>
<b>Daily Chlorine Residuals</b>	Field notes from Chlorine residuals taken from various sample ports in the City water system	Temporary	<b>Destroy records dated on or before December 31, 2021</b>
<b>Digline Marking Agreement</b>	Agreements between City and Excavators for marking facility	Semipermanent	<b>Destroy records dated on or before December 31, 2018</b>
<b>Fire Flow Reports</b>	Actual fire flow data taken from a particular fire hydrant	Semipermanent	<b>Destroy records dated on or before December 31, 1948</b>
<b>ISO Fire Hydrant Reports</b>	Updates to our Insurance Evaluator notifying them of new hydrants to Water System	Semipermanent	<b>Destroy records dated on or before December 31, 2018</b>
<b>Leak Letters</b>	Letters that are mailed to customer informing customer of a possible leak are attached to the service order for leak check	Semipermanent	<b>Destroy records dated on or before December 31, 2018</b>
<b>Meter Warranty Report</b>	A report on meter warranty	Semipermanent	<b>Destroy records dated on or before December 31, 1998</b>
<b>Safety Inspections</b>	Inspections / Reports for Gas Monitors, Crane, Fall Protection, and Fire Inspection	Semipermanent	<b>Destroy records dated on or before December 31, 1993</b>
<b>Spring flush notices (Mailers)</b>	Flush notices mailed to customers for spring flush of water system / Maps	Semipermanent	<b>Destroy records dated on or before December 31, 2018</b>
<b>Turbidity Reports</b>	Logs used for entering wasted water flushed from the water system and not sold. Flush locations are listed. Water Quality information, including Nephelometer Turbidity (NTU) readings, are documented.	Semipermanent	<b>Destroy records dated on or before December 31, 1998</b>
<b>Water Meter Reports</b>	Water meter reports including NC list, billing status report, autoread master route report, billing pre-scan report, re-reads, and water meter testing results, Sensus analytics, RNI Reports	Semipermanent	<b>Destroy records dated on or before December 31, 2018</b>

<b>Water Quality Correspondence</b>	Any mailed correspondence with labs, customers, regulators concerning sampling	Semipermanent	<b>Destroy records dated on or before December 31, 2008</b>
<b>Water Quality Master Log</b>	Records documenting water quality calls from customers	Semipermanent	<b>Destroy records dated on or before December 31, 1998</b>



# AGENDA ITEM

**ITEM TOPIC:** World Wish Month Proclamation



*The Office of the Mayor*

## PROCLAMATION

- WHEREAS,** On April 29, 1980, Department of Public Safety officers and members of the community in Phoenix, Arizona, came together to grant the wish of Chris Greicius, a 7-year-old boy battling leukemia who wished to be a police officer; and,
- WHEREAS,** Chris' wish inspired six of the people involved to form a foundation that would grant life-changing wishes for other children with critical illnesses. The organization known as Make-A-Wish® has since granted more than 520,000 wishes worldwide, operating in every community in the U.S. and in nearly 50 countries worldwide; and,
- WHEREAS,** Make-A-Wish Idaho was founded in 1986 and has granted more than 2,000 wishes that deliver hope and joy back into the lives of children with critical illnesses in Idaho; and,
- WHEREAS,** Research has shown that wishes can improve a child's quality of life and produce better health outcomes. When a wish is granted, a child replaces fear with confidence, anxiety with hope and sadness with joy; and,
- WHEREAS,** the City of Meridian is celebrating World Wish Month in recognition of the anniversary of Chris Greicius' wish that inspired the founding of Make-A-Wish, and subsequently, Make-A-Wish Idaho and the global wish-granting movement.
- THEREFORE,** I, Mayor Robert E. Simison, do hereby proclaim April 2024 as

## *World Wish Month*

in the City of Meridian and encourage all citizens to celebrate World Wish Month and applaud the good work that Make-A-Wish Idaho has provided and will continue to provide for our community

*Dated this 16<sup>th</sup> day of April, 2024*

A handwritten signature in blue ink, appearing to read "Robert E. Simison", written over a horizontal line.

Robert E. Simison, Mayor

Luke Cavener, City Council President  
Liz Strader, City Council Vice-President  
John Overton, City Council  
Anne Little Roberts, City Council  
Doug Taylor, City Council





## AGENDA ITEM

**ITEM TOPIC:** Ordinance No. 24-2050: An ordinance (Windrow Neighborhood – H-2023-0031) annexing a parcel of land located in the southwest quarter of Section 25, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described in Exhibit “A”; rezoning 46.133 acres of such real property from RUT (Rural Urban Transition) to the R-8 (Medium-Density Residential) zoning district; directing city staff to alter all applicable use and area maps as well as the official zoning maps and all official maps depicting the boundaries and the zoning districts of the City of Meridian in accordance with this ordinance; providing that copies of this ordinance shall be filed with the Ada County Assessor, the Ada County Treasurer, the Ada County Recorder, and the Idaho State Tax Commission, as required by law; repealing conflicting ordinances; and providing an effective date.

**CITY OF MERIDIAN ORDINANCE NO. 24-2050**

**BY THE CITY COUNCIL:**

**CAVENER, LITTLE ROBERTS,  
OVERTON, STRADER, TAYLOR**

**AN ORDINANCE (WINDROW NEIGHBORHOOD – H-2023-0031) ANNEXING A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”; REZONING 46.133 ACRES OF SUCH REAL PROPERTY FROM RUT (RURAL URBAN TRANSITION) TO THE R-8 (MEDIUM-DENSITY RESIDENTIAL) ZONING DISTRICT; DIRECTING CITY STAFF TO ALTER ALL APPLICABLE USE AND AREA MAPS AS WELL AS THE OFFICIAL ZONING MAPS AND ALL OFFICIAL MAPS DEPICTING THE BOUNDARIES AND THE ZONING DISTRICTS OF THE CITY OF MERIDIAN IN ACCORDANCE WITH THIS ORDINANCE; PROVIDING THAT COPIES OF THIS ORDINANCE SHALL BE FILED WITH THE ADA COUNTY ASSESSOR, THE ADA COUNTY TREASURER, THE ADA COUNTY RECORDER, AND THE IDAHO STATE TAX COMMISSION, AS REQUIRED BY LAW; REPEALING CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City of Meridian received a written request from property owners *Open Door Rentals LLC and C4 Land LLC* to annex and rezone the land described in the legal description attached hereto as Exhibit “A” and the map attached hereto as Exhibit “B” (“Subject Property”), which exhibits are incorporated herein by reference;

**WHEREAS**, the Subject Property is contiguous to the corporate limits of the City of Meridian, Idaho;

**WHEREAS**, the City of Meridian is authorized by Idaho Code section 50-222(2) to annex the Subject Property;

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MERIDIAN, COUNTY OF ADA, STATE OF IDAHO:**

**SECTION 1.** That the City Council of the City of Meridian hereby annexes the Subject Property.

**SECTION 2.** That the City Council of the City of Meridian hereby rezones 46.133 acres of the Subject Property from RUT (Rural Urban Transition) to the R-8 (Medium-Density Residential) Zoning District.

**SECTION 3.** That City Staff is hereby directed to alter all applicable use and area maps as well as the official zoning maps and all official maps depicting the boundaries and the zoning districts of the City of Meridian in accordance with this ordinance.

**SECTION 4.** That the City Clerk is hereby directed to file a certified copy of this ordinance and its exhibits with the Ada County Assessor, the Ada County Treasurer, the Ada County Recorder, and the Idaho State Tax Commission, within ten (10) days following the effective date of this ordinance.

**SECTION 5.** That all ordinances, resolutions, orders or parts thereof in conflict herewith are hereby repealed.

**SECTION 6.** That this ordinance shall be in full force and effect upon publication, in accordance with law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF MERIDIAN, IDAHO, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.**

**APPROVED BY THE MAYOR OF THE CITY OF MERIDIAN, IDAHO, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.**

\_\_\_\_\_  
**MAYOR ROBERT E. SIMISON**

**ATTEST:**

\_\_\_\_\_  
**CHRIS JOHNSON, CITY CLERK**

STATE OF IDAHO,        )  
                                  ) ss:  
County of Ada         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **Robert E. Simison** and **Chris Johnson** known to me to be the Mayor and City Clerk, respectively, of the City of Meridian, Idaho, and who executed the within instrument, and acknowledged to me that the City of Meridian executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)

\_\_\_\_\_  
Notary Public  
Commission Expiration: \_\_\_\_\_





**CERTIFICATION OF SUMMARY:**

William L.M. Nary, City Attorney of the City of Meridian, Idaho, hereby certifies that the summary below is true and complete and upon its publication will provide adequate notice to the public.

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William L. M. Nary, City Attorney

**SUMMARY OF CITY OF MERIDIAN ORDINANCE NO. 24-2050**

An ordinance (Windrow Neighborhood – H-2023-0031) annexing a parcel of land located in the southwest quarter of Section 25, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described in Exhibit “A”; rezoning 46.133 acres of such real property from RUT (Rural Urban Transition) to the R-8 (Medium-Density Residential) zoning district; directing city staff to alter all applicable use and area maps as well as the official zoning maps and all official maps depicting the boundaries and the zoning districts of the City of Meridian in accordance with this ordinance; providing that copies of this ordinance shall be filed with the Ada County Assessor, the Ada County Treasurer, the Ada County Recorder, and the Idaho State Tax Commission, as required by law; repealing conflicting ordinances; and providing an effective date. A full text of this ordinance is available for inspection at City Hall, City of Meridian, 33 East Broadway Avenue, Meridian, Idaho. This ordinance shall be effective as of the date of publication of this summary.

[Publication to include map as set forth in Exhibit B.]

# EXHIBIT C



Sawtooth Land Surveying, LLC

P: (208) 398-8104 F: (208) 398-8105  
2030 S. Washington Ave., Emmett, ID 83617

## Windrow Annexation Description

**BASIS OF BEARINGS** is N. 0°31'28" E. between a found brass cap LS 737, marking the southwest corner of Section 25 and a found aluminum cap PLS 13934 marking the 1/4 corner common to Sections 25 and 26, T. 3 N., R. 1 W., B.M., Ada County, Idaho.

A parcel of land located in the SW1/4 of Section 25, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

**COMMENCING** at a brass cap marking the southwest corner of said Section 25;

Thence N. 0°31'28" E., coincident with the west line of said SW1/4 and the centerline of S. Linder Road, a distance of 364.11 feet to a 5/8" rebar with an illegible cap and the **POINT OF BEGINNING**;

Thence continuing, N. 0°31'28" E., coincident with said west line and said centerline, 962.17 feet to a 5/8" rebar/cap PLS 11574 marking the S1/16 corner common to Sections 25 and 26;

Thence continuing, N. 0°31'28" E., coincident with said west line and said centerline, 760.50 feet to the centerline of the Calkins Drain;

Thence leaving said west line and said centerline and coincident with said centerline of the Calkins Drain the following five (5) courses and distances:

Thence S. 82°51'07" E., 95.25 feet;

Thence S. 70°28'42" E., 50.00 feet;

Thence S. 59°16'41" E., 42.00 feet;

Thence S. 43°44'42" E., 45.00 feet;

Thence S. 41°24'42" E., 913.66 feet to the north line of the SW1/4 of the SW1/4;

Thence S. 89°29'27" E., coincident with the north line of said SW1/4 of the SW1/4, a distance of 504.44 feet to a 1/2" rebar/cap PLS 6552 marking the SW1/16 corner of said Section 25;

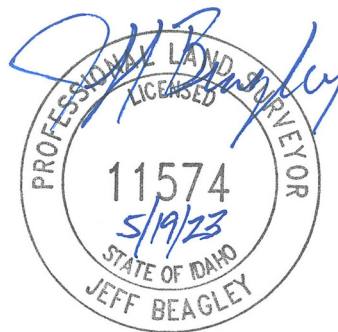
Thence S. 0°29'06" W., coincident with the east line of said SW1/4 of the SW1/4, a distance of 1325.09 feet to a 5/8" rebar/cap PLS 5617 marking the W1/16 corner common to Sections 25 and 36 and the centerline of W. Amity Road;

Thence N. 89°32'33" W., coincident with the south line of said SW1/4 of the SW1/4 and said centerline of W. Amity Road, 1025.52 feet to a 5/8" rebar/cap PLS 5617;

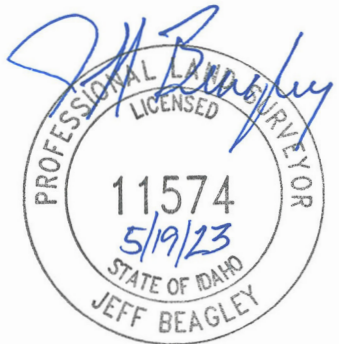
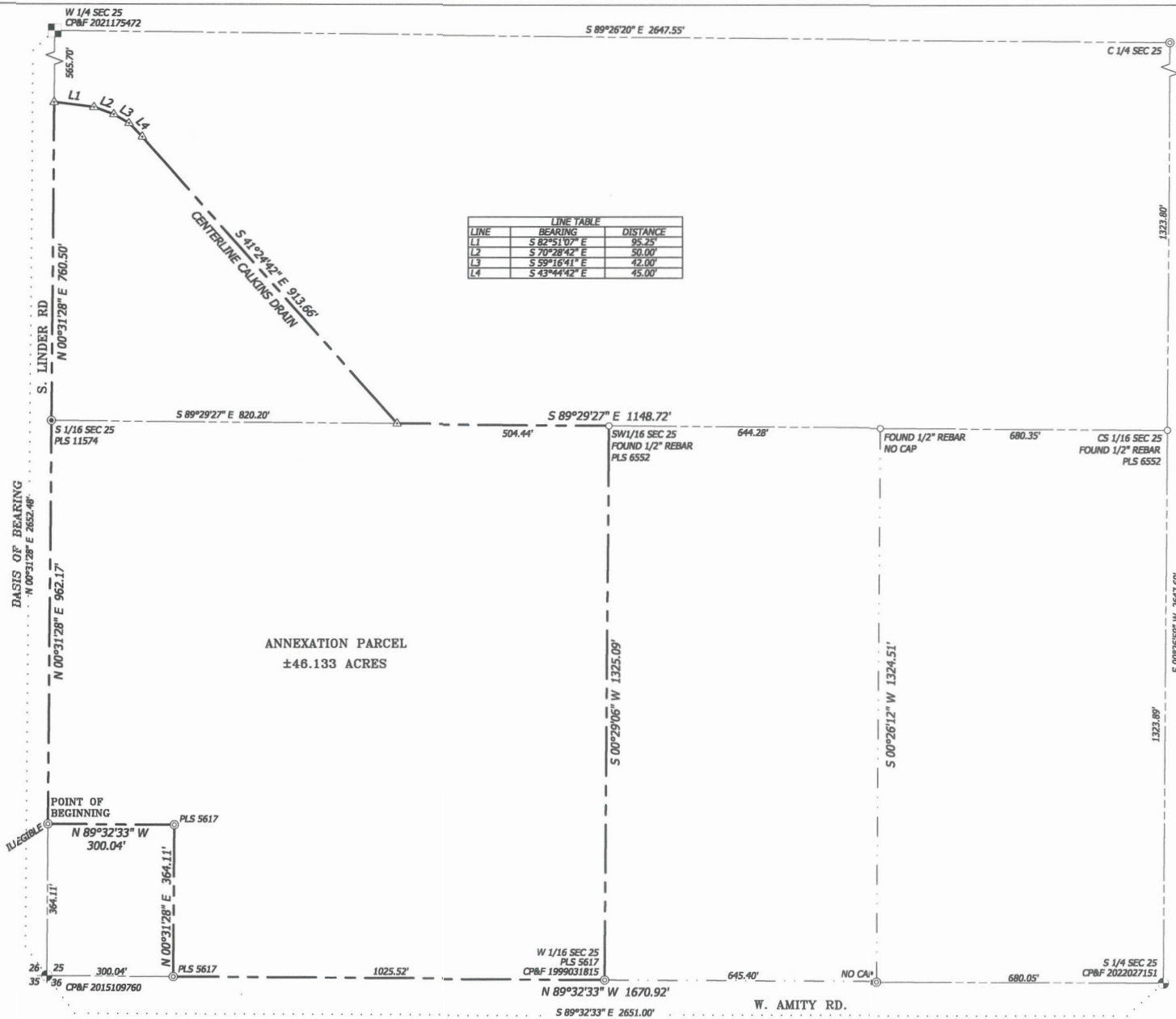
Thence leaving said south line and said centerline, N. 0°31'28" E., parallel with said west line, 364.11 feet to a 5/8" rebar/cap PLS 5617;


Thence N. 89°32'33" W., parallel with said south line, 300.04 feet to the **POINT OF BEGINNING**.

Said parcel contains 46.133 more or less.



# EXHIBIT B



<p>PROJECT: WINDROW ANNEXATION EXHIBIT SW1/4, SW1/4, SECTION 25 T. 3 N., R. 1 W., B.M. ADA COUNTY, IDAHO</p>	<p>OWNER/DEVELOPER: CONGER MANAGEMENT GROUP</p>	 <p>SAWTOOTH Land Surveying, LLC</p>	<p>2030 S. WASHINGTON AVE. EMMETT, ID 83617 P: (208) 398-8104 F: (208) 398-8105</p> <p>WWW.SAWTOOTHLS.COM</p>	<p>DWG # 123048-EX</p> <p>PROJECT # 123048</p> <p>SHEET 1 OF 1</p>
<p>DATE: 5/2023</p>				



## AGENDA ITEM

**ITEM TOPIC:** Ordinance No. 24-2051: An Ordinance (Windrow Neighborhood H-2023-0031) for rezone of a parcel of land located in the southeast quarter of the southwest quarter of Section 25, Township 3 North, Range 1 West, Boise Meridian, Meridian, Ada County, Idaho, more particularly described in Exhibit "A," rezoning 19.62 acres of land from R-4 (Medium Low-Density Residential) zoning district to the R-8 (Medium-Density Residential) zoning district in the Meridian City Code; directing city staff to alter all applicable use and area maps as well as the official zoning maps and all applicable official maps depicting the boundaries and the zoning districts of the City of Meridian in accordance with this ordinance; providing that copies of this ordinance shall be filed with the Ada County Assessor, the Ada County Treasurer, the Ada County Recorder, and the Idaho State Tax Commission, as required by law; and providing an effective date.

**CITY OF MERIDIAN ORDINANCE NO. 24-2051**

**BY THE CITY COUNCIL:**

**CAVENER, LITTLE ROBERTS,  
OVERTON, STRADER, TAYLOR**

**AN ORDINANCE (WINDROW NEIGHBORHOOD H-2023-0031) FOR REZONE OF A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 1 WEST, BOISE MERIDIAN, MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED IN EXHIBIT “A,” REZONING 19.62 ACRES OF LAND FROM R-4 (MEDIUM LOW-DENSITY RESIDENTIAL) ZONING DISTRICT TO THE R-8 (MEDIUM-DENSITY RESIDENTIAL) ZONING DISTRICT IN THE MERIDIAN CITY CODE; DIRECTING CITY STAFF TO ALTER ALL APPLICABLE USE AND AREA MAPS AS WELL AS THE OFFICIAL ZONING MAPS AND ALL APPLICABLE OFFICIAL MAPS DEPICTING THE BOUNDARIES AND THE ZONING DISTRICTS OF THE CITY OF MERIDIAN IN ACCORDANCE WITH THIS ORDINANCE; PROVIDING THAT COPIES OF THIS ORDINANCE SHALL BE FILED WITH THE ADA COUNTY ASSESSOR, THE ADA COUNTY TREASURER, THE ADA COUNTY RECORDER, AND THE IDAHO STATE TAX COMMISSION, AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.**

**BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MERIDIAN, COUNTY OF ADA, STATE OF IDAHO:**

**SECTION 1.** That the property described in the Legal Description attached hereto as Exhibit “A,” which is incorporated herein by reference, is within the corporate limits of the City of Meridian, Idaho, and that the City of Meridian has received a written request for rezoning by *Open Door Rentals LLC and C4 Land LLC*, the owners of said property.

**SECTION 2.** That the above-described real property is hereby rezoned from R-4 (Medium Low-Density Residential) zoning district to the R-8 (medium-density residential) zoning district.

**SECTION 3.** That City Staff is hereby directed to alter all applicable use and area maps as well as the official zoning maps and all applicable official maps depicting the boundaries and the zoning districts of the City of Meridian in accordance with this ordinance.

**SECTION 4.** That the City Clerk is hereby directed to file a certified copy of this ordinance and its exhibits with the Ada County Assessor, the Ada County Treasurer, the Ada County Recorder, and the Idaho State Tax Commission within ten (10) days following the effective date of this ordinance.

**SECTION 5.** That all ordinances, resolutions, orders or parts thereof in conflict herewith are hereby repealed.

**SECTION 6.** That this Ordinance, once passed, shall be in full force and effect upon publication, in accordance with law.

PASSED BY THE CITY COUNCIL OF THE CITY OF MERIDIAN, IDAHO, this \_\_\_\_ day of \_\_\_\_\_ 2024.

APPROVED BY THE MAYOR OF THE CITY OF MERIDIAN, IDAHO, this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
MAYOR ROBERT E. SIMISON

ATTEST:

\_\_\_\_\_  
CHRIS JOHNSON, CITY CLERK

STATE OF IDAHO,        )  
                                  ) ss:  
County of Ada         )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **ROBERT E. SIMISON** and **CHRIS JOHNSON** known to me to be the Mayor and City Clerk, respectively, of the City of Meridian, Idaho, and who executed the within instrument, and acknowledged to me that the City of Meridian executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)

\_\_\_\_\_  
Notary Public for Idaho  
My Commission Expires: \_\_\_\_\_

## **CERTIFICATION OF SUMMARY:**

William L.M. Nary, City Attorney of the City of Meridian, Idaho, hereby certifies that the summary below is true and complete and upon its publication will provide adequate notice to the public.

---

William L. M. Nary, City Attorney

## **SUMMARY OF CITY OF MERIDIAN ORDINANCE NO. 24-2051**

An Ordinance (Windrow Neighborhood H-2023-0031) for rezone of a parcel of land located in the southeast quarter of the southwest quarter of Section 25, Township 3 North, Range 1 West, Boise Meridian, Meridian, Ada County, Idaho, more particularly described in Exhibit “A,” rezoning 19.62 acres of land from R-4 (Medium Low-Density Residential) zoning district to the R-8 (Medium-Density Residential) zoning district in the Meridian City Code; directing city staff to alter all applicable use and area maps as well as the official zoning maps and all applicable official maps depicting the boundaries and the zoning districts of the City of Meridian in accordance with this ordinance; providing that copies of this ordinance shall be filed with the Ada County Assessor, the Ada County Treasurer, the Ada County Recorder, and the Idaho State Tax Commission, as required by law; and providing an effective date. A full text of this ordinance is available for inspection at City Hall, City of Meridian, 33 East Broadway Avenue, Meridian, Idaho. This ordinance shall be effective as of the date of publication of this summary.

[Publication to include map as set forth in Exhibit B.]





Sawtooth Land Surveying, LLC

P: (208) 398-8104 F: (208) 398-8105  
2030 S. Washington Ave., Emmett, ID 83617

Windrow East Rezone Description

**BASIS OF BEARINGS** is N. 0°31'28" E. between a found brass cap LS 737, marking the southwest corner of Section 25 and a found aluminum cap PLS 13934 marking the 1/4 corner common to Sections 25 and 26, T. 3 N., R. 1 W., B.M., Ada County, Idaho.

A parcel of land located in the SE1/4 of the SW1/4 of Section 25, Township 3 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

**COMMENCING** at a brass cap marking the southwest corner of said Section 25;

Thence S. 89°32'33" E., coincident with the south line of said SW1/4 and the centerline of W. Amity Road, 1325.56 feet to a 5/8" rebar/cap PLS 5617 marking the W1/16 corner common to Sections 25 and 36 and the **POINT OF BEGINNING**;

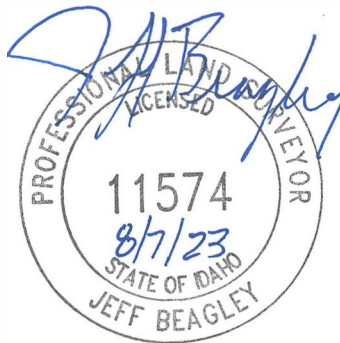
Thence leaving said south line and said centerline, N. 0°29'06" E., coincident with the west line of said SE1/4 of the SW1/4, a distance of 1325.09 feet to a 1/2" rebar/cap PLS 6552 marking the SW1/16 corner of said Section 25;

Thence S. 89°29'27" E., coincident with the north line of said SE1/4 of the SW1/4, a distance of 644.28 feet to a 1/2" rebar/no cap;

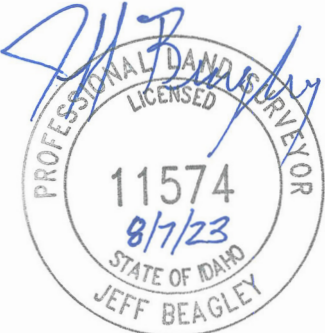
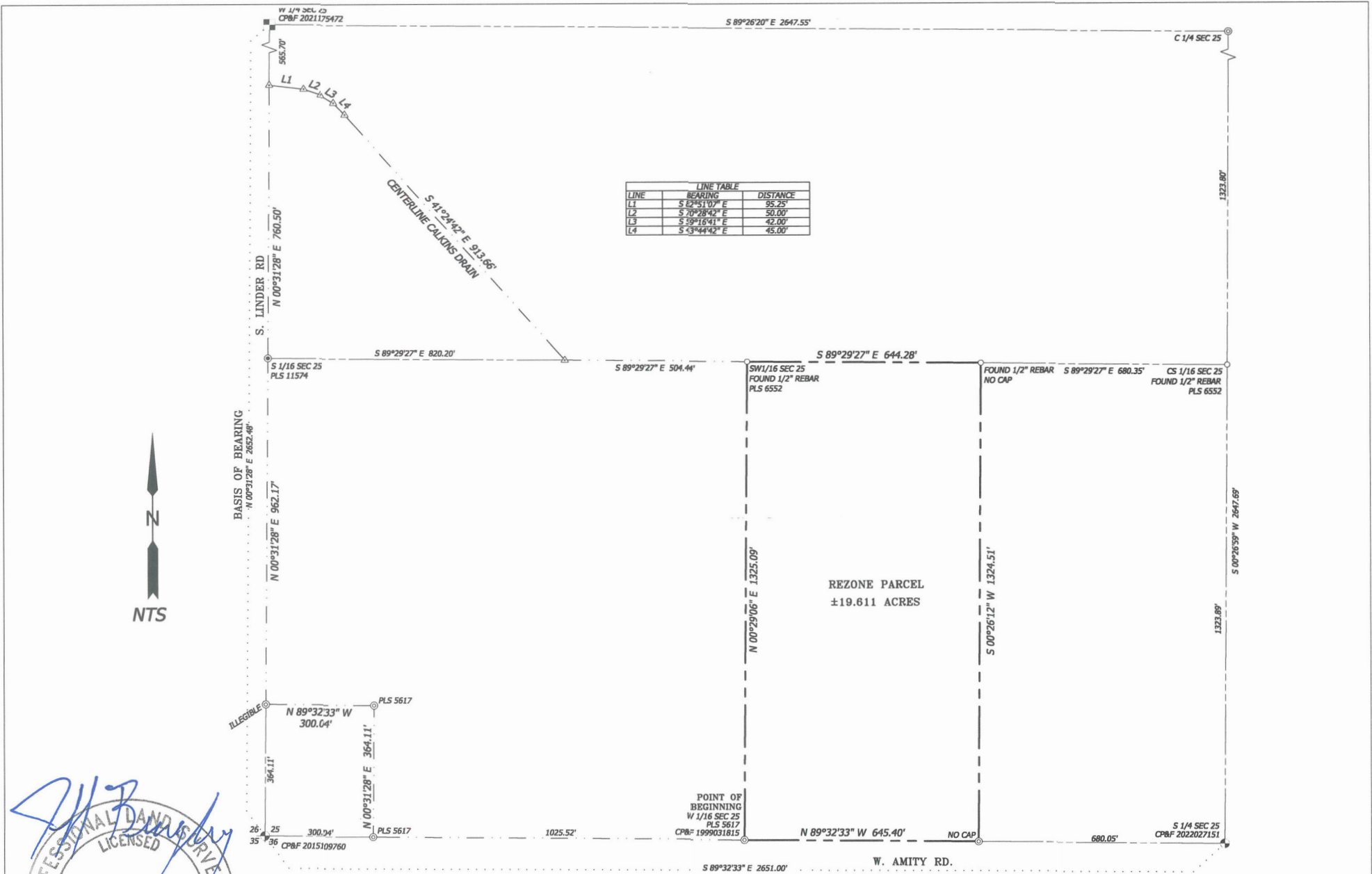
Thence leaving said north line, S. 0°26'12" W., 1324.51 feet to a 5/8" rebar/no cap on said south line and said centerline;

Thence N. 89°32'33" W., coincident with said south line and said centerline, 645.40 feet to the **POINT OF BEGINNING**.

Said parcel contains 19.611 acres more or less.



# EXHIBIT B



<b>PROJECT:</b> WINDROW EAST REZONE EXHIBIT SW1/4, SW1/4, SECTION 25 T. 3 N., R. 1 W., B.M. ADA COUNTY, IDAHO	<b>OWNER/DEVELOPER:</b> CONGER MANAGEMENT GROUP	 2030 S. WASHINGTON AVE. EMMETT, ID 83617 P: (208) 398-8104 F: (208) 398-8105 WWW.SAWTOOTHLS.COM	DWG # <b>123048-EX</b> <hr/> PROJECT# <b>123048</b> <hr/> SHEET <b>1 OF 1</b>
	<b>DATE:</b> 8/2023		