Regular City Council Meeting
(City Hall - Chambers Room #100)
March 2, 2026
6:00 PM

MEETING LOCATION
Caldwell City Hall
205 South 6th Avenue

Virtual Participation Option: Register in advance to provide public comments electronically or by telephone. During the registration process, you will be asked what item on the agenda you wish to speak about. Please use the case number as listed within the written notice.

Online registration must be submitted at least 24 hours in advance of the meeting. Click on the "public meetings" button on the center of the page. After registration, you will receive a confirmation email containing information about joining the virtual meeting. REGISTER AT: https://www.Cityofcaldwell.org

Written comments must be received at least 8 days in advance of the meeting to the Planning & Zoning Department at P&Z@Cityofcaldwell.org to be included within the staff report. All comments received after the staff report has been transmitted will be included in the case file and provided as late exhibits at the appropriate public hearing.

Live Stream Viewing: If you are not planning to speak, members of the public are encouraged to view the meeting via the live stream option: https://www.youtube.com/channel/UCci7S1A0UJNK6asXxxugLGA

AGENDA

Workshop - held at 5:00pm
Caldwell Police Department Pinning and Swearing In

Invocation
Provided by Renae Hardy and Norm Rutzen of Valley Church

Pledge of Allegiance to the Flag

Roll Call
Scott Tilmant, Chuck Stadick, Diana Register, Geoff Williams, Chris Allgood, Mike Dittenber

Conflict of Interest Declaration
The Mayor and members of the City Council have a duty to serve honestly and in the public interest. Where the Mayor or a member of the City Council have a conflict of interest, they may need to disclose the conflict and in certain circumstances, including land use decisions, they cannot participate in the decision-making process. Similarly, ex-parte contacts and site visits in most land use decisions must also be disclosed.

Special Presentations

1. Bond Presentation - Michael Keith

2. Pear Ln to Farmway Road Presentation - Idaho Transportation Department

Audience Participation
This section of the agenda is reserved for citizens wishing to address the Council regarding City-related issues that are not on the agenda. Persons wishing to speak will have three (3) minutes. Comments related to pending public hearings, including decisions that may be appealed to the City Council, are out of order and should be held for the public hearing. Repeated comments regarding the

same or similar topics previously addressed are out of order and will not be allowed. Comments regarding performance by city employees are inappropriate at this time and should be directed to the Mayor, either by subsequent appointment or after tonight's meeting, if time permits. In order to ensure adequate public notice, Idaho Law provides that any item, other than emergencies, requiring Council action must be placed on the agenda of an upcoming Council meeting. As such, the City Council can't take action on items raised during citizens issues at the same meeting but may request additional information or that the item be placed on a future agenda.

Consent Calendar

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

1. The Caldwell City Council dispenses with the 3 reading rule of Idaho Code §50-902 for all ordinances

2. Minutes

    a. Caldwell City Council - February 17, 2026

3. Approve Resolution Authorizing the Luby Park Storm Drain Construction Project

4. Approve Resolution Accepting a deed for Right-Of-Way at 907 Bluebird Pl by Cobblestone Idaho Propco LLC

5. Approve Resolution Awarding 2026 Pavement Overlays Project

6. Approve Resolution Authorizing a Utility License Agreement (Pioneer Project No. 07-2026) between Pioneer Irrigation District and City of Caldwell for water and sewer lines crossing under Mason Drain at Skyway Bridge for Escalon Park Subdivision No. 1

7. Approve Resolution Accepting a Dedication of Sewer, Water, Pressure Irrigation, Storm Drain and Street Light Facilities in the Peregrine Estates Subdivision, Phase No. 6.

8. Approve Resolution Ratifying a contract addendum for Lead & Copper Sampling program management between City of Caldwell Water Department & 120Water.

9. Approve Resolution Authorizing Records destruction for Wastewater, Cemetery, Utility Billing, and Clerk Departments

10. Approve Resolution Authorizing the purchase of Gravity Budget Software in the non-budgeted amount of $18,250

11. Approve Resolution authorizing the purchase of a new Utility Billing Software to processes and track all Water, Sewer, Garbage and Street light Utility Fees in the budgeted amount of $ 207,570.00

12. Approve Resolution Authorizing the Purchase of UV Treatment Equipment

13. Approve Resolution Authorizing the Surplus of Parks Vehicles for auction/scrap/transfer to Enterprise

14. Approve Resolution Authorizing a Security Services Contract with SAS Security

15. Approve Resolution adopting Amendments to the City of Caldwell Social Media Policy

16. Approve the Findings of Facts and Conclusions of Law for denial of Summit Grove Development ANN25-000009 & SPP25-000012.

17. Approve Resolution Authorizing the purchase of updated software for CCTV water vans

Old Business

This section of the agenda is to continue consideration of items that have been previously discussed by the City Council and to formally adopt ordinances and resolutions that were previously approved by the Council. Ordinances and resolutions are formal measures considered by the City Council to implement policy which the Council has considered. Resolutions govern internal matters to establish fees and charges pursuant to existing ordinances. Ordinances are laws which govern general public conduct. Certain procedures must be followed in the adoption of both ordinances and resolutions; state law often establishes those requirements. All Old Business items listed are considered action items unless otherwise noted.

1. **ACTION ITEM: Public Hearing (Quasi-Judicial): CASE SUP25-000017, ZON25-000006:** The applicant, TMOD Homes LLC., on behalf of David Nelson, is requesting a Rezone, with an associated Development Agreement, of parcel R3249700000, from C-3 (General Commercial) to R-3 (Urban Residential), and a Special Use Permit for Freedom 50 Development. The proposed development is a multi-family residential duplex community with fifty (50) dwelling units (twenty-five buildings), where the current City comprehensive plan future land use map place-type is identified as Mixed Use Center. The 3.9 acre parcel is located on the south side of E. Ustick Rd., approximately 400 feet west of the intersection with Cleveland Blvd. The application was recommended for approval by the Hearing Examiner on Tuesday, January 13, 2026. This application was continued from the February 17th, 2026 City Council Hearing.

2. **ACTION ITEM:** Consider Bill No. 77 (Ordinance No. 3729) associated with **ZON25-000006,** with a request to move for its passage by title only and approve the summary for publication.

New Business
This portion of the agenda is for City Council consideration of items that have not been previously discussed by the Council. Ordinances and Resolutions are generally added to a subsequent agenda for adoption under Unfinished Business. However, the Council may consider adoption of an ordinance or resolution under New Business if timely approval is necessary. All New Business items listed are considered action items unless otherwise noted.

1. **Discussion Item:** Discussion regarding cooperation with the Urban Renewal Agency of the City of Caldwell for the private redevelopment of the "6th Street Plaza" (former right-of-way of S. 6th Ave between Main St. and Indian Creek).

2. **Action Item:** Consider Resolution approving a Parking Lease between The City of Caldwell and DPRE LLC for temporary parking on the Tilian project Phase II site on Main Street and approximately S. 6th Ave.

3. **ACTION ITEM: Public Hearing (Quasi-Judicial): CASE VAC26-000001:** Petition for Vacation of Right-of-Way (ROW) - a request by the property owner, City of Caldwell, to vacate a portion of the City right-of-way located at the Caldwell Event Center. The right of way is a portion of the NW ¼ of the SW ¼ and the SW ¼ of the NW ¼ of Section 26 and the NE ¼ of the SE ¼ and the SE ¼ of the NE ¼ of Section 27 Township 4 North, Range 3 West, Boise Meridian City of Caldwell, Canyon County, Idaho. This right of way remains from old plats. The right of way vacation is to clean up the GIS Mapping to show existing conditions. The city has no plans now or in the future for street rights of ways in this location.

4. **ACTION ITEM:** Consider Bill No. 78 (Ordinance No. 3742) associated with **VAC26-000001,** with a request to move for its passage by title only and approve the summary for publication.

5. **Public Hearing:** Fee Changes for Police, Community Development, and Clerk

6. **Action Item:** Consider Resolution 062-26 Establishing and Amending Fees for Caldwell Police Department

7. **Action Item:** Consider Resolution 063-26 Establishing and Amending Fees for Caldwell Community Development Department

8. **Action Item:** Consider Resolution 064-26 Establishing and Amending Fees for Caldwell Clerk Department

9. **Action Item:** Consider Bill 9 Ordinance 3743 Annexation of Peregrine Estates Subdivision, Phase No. 6 into the Caldwell Municipal Irrigation District

10. **Action Item:** Consider Bill 10 Ordinance 3744 Annexation of Topaz Ranch West No. 2 into the Caldwell Municipal Irrigation District

11. **Action Item:** Consider Caldwell Financial Reports

Comments
This section of the agenda is provided to allow the Mayor and City Councilors to make announcements and general comments relevant to City business and to request that items be added to future agendas for discussion. No final action or in-depth discussion of issues will occur.

1. Council Comments

2. Mayor's Comments

The Caldwell City Council may convene into Executive Session pursuant to Idaho Code 74-206, identifying one or more of the specific paragraphs (a) through (i).
Certain city-related matters may need to be discussed confidentially subject to applicable legal requirements; the council may enter

executive session to discuss such matters. The motion to enter executive session must reference the specific statutory section that authorizes the executive session. No final decision or action may be taken in executive session.

Adjournment

Upcoming City Council Meetings/Workshops

Additional information regarding Caldwell City Council public meetings and agendas may be found at https://www.Cityofcaldwell.org/Government/City-Council/Council-Meetings

Any person needing special accommodation to participate in the meeting should contact the City Clerk's Office at 208-455-4656 prior to the meeting. The entire agenda packet and minutes may be viewed on the City of Caldwell's website.
Cualquier persona que necesita arreglos especiales para participar en la reunión debe comunicarse con el Secretario de la Ciudad al 208-455-4656 antes de la reunión.

City of Caldwell
Council Presentation
March 3, 2026

Michael Keith
VICE PRESIDENT
Tel: +1 208-501-7533
Email: michael.keith@zionsbancorp.com

Overview



- **Series 2024 & 2026 Bonds Overview**
- **Bond Sale Overview**
- **Bond Ratings & Bond Market**
- **Tax Impact Over Time**
- **Interest Rates & Bond Sale Schedule**

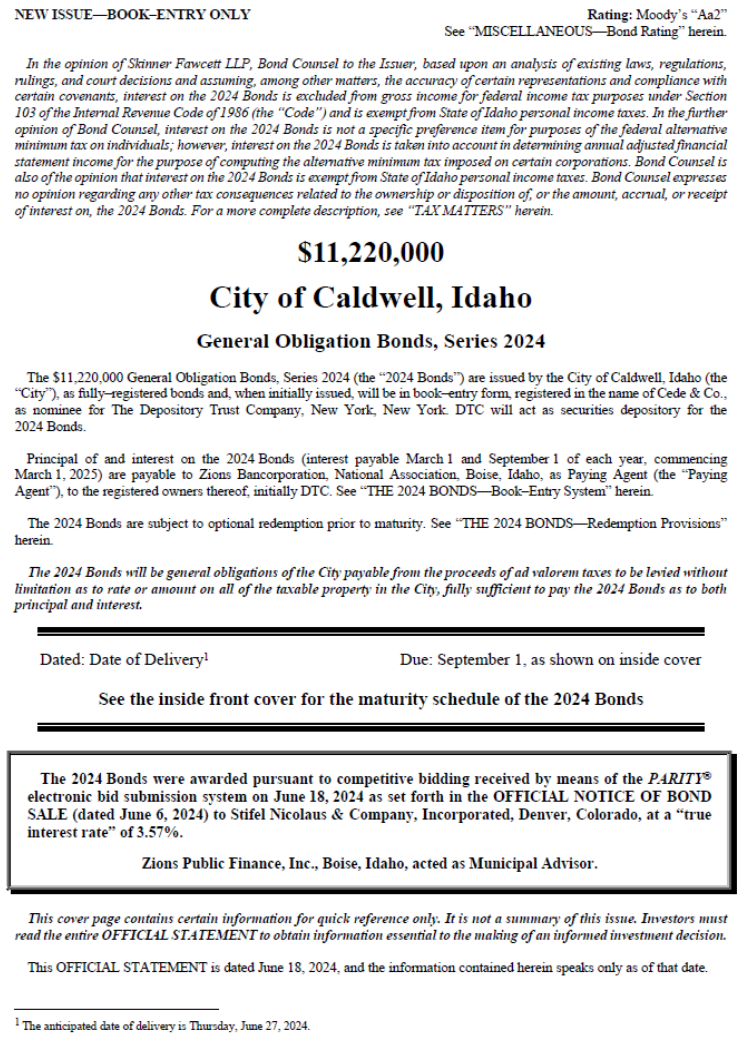




Series 2024 & 2026 Bonds Overview

Authorization & Series 2024 GO Bonds

- $17.3M Authorization from Nov 2023 Election (66.74%)
- Quoted interest rate of 3.95% per annum
- Estimated $13.92 per $100,000 of taxable assessed value, per year



NEW ISSUE—BOOK-ENTRY ONLY

Rating: Moody's "Aa2"
See "MISCELLANEOUS—Bond Rating" herein.

In the opinion of Skinner Fawcett LLP, Bond Counsel to the Issuer, based upon an analysis of existing laws, regulations, rulings, and court decisions and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the 2024 Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code") and is exempt from State of Idaho personal income taxes. In the further opinion of Bond Counsel, interest on the 2024 Bonds is not a specific preference item for purposes of the federal alternative minimum tax on individuals; however, interest on the 2024 Bonds is taken into account in determining annual adjusted financial statement income for the purpose of computing the alternative minimum tax imposed on certain corporations. Bond Counsel is also of the opinion that interest on the 2024 Bonds is exempt from State of Idaho personal income taxes. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual, or receipt of interest on, the 2024 Bonds. For a more complete description, see "TAX MATTERS" herein.

$11,220,000

City of Caldwell, Idaho

General Obligation Bonds, Series 2024

The $11,220,000 General Obligation Bonds, Series 2024 (the "2024 Bonds") are issued by the City of Caldwell, Idaho (the "City"), as fully-registered bonds and, when initially issued, will be in book-entry form, registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York. DTC will act as securities depository for the 2024 Bonds.

Principal of and interest on the 2024 Bonds (interest payable March 1 and September 1 of each year, commencing March 1, 2025) are payable to Zions Bancorporation, National Association, Boise, Idaho, as Paying Agent (the "Paying Agent"), to the registered owners thereof, initially DTC. See "THE 2024 BONDS—Book-Entry System" herein.

The 2024 Bonds are subject to optional redemption prior to maturity. See "THE 2024 BONDS—Redemption Provisions" herein.

The 2024 Bonds will be general obligations of the City payable from the proceeds of ad valorem taxes to be levied without limitation as to rate or amount on all of the taxable property in the City, fully sufficient to pay the 2024 Bonds as to both principal and interest.

Dated: Date of Delivery[1] Due: September 1, as shown on inside cover

See the inside front cover for the maturity schedule of the 2024 Bonds

The 2024 Bonds were awarded pursuant to competitive bidding received by means of the *PARITY*® electronic bid submission system on June 18, 2024 as set forth in the OFFICIAL NOTICE OF BOND SALE (dated June 6, 2024) to Stifel Nicolaus & Company, Incorporated, Denver, Colorado, at a "true interest rate" of 3.57%.

Zions Public Finance, Inc., Boise, Idaho, acted as Municipal Advisor.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire OFFICIAL STATEMENT to obtain information essential to the making of an informed investment decision.

This OFFICIAL STATEMENT is dated June 18, 2024, and the information contained herein speaks only as of that date.

[1] The anticipated date of delivery is Thursday, June 27, 2024.

- Build a new fire station
- Upgrade existing stations
- Improve fire training and administrative facilities

Issued $11.22M in par & $12M in proceeds at 3.75%; $5.3M in authorization remains

Series 2026 GO Bonds

- **Preliminary Par: $4.835M**
- **Type: General Obligation (GO) Bonds**
- **Closing Date: April 21**
- **Method of Sale: Competitive**
- **Rating Agency: Moody's**

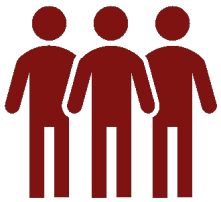






Bond Sale Overview

Roles and Responsibilities



Municipal Advisor

- Fiduciary role and helps protect client's financial interest
- Advices on long-range planning including structure, timing, term, and levy elections
- When applicable can help evaluate method of sale and selection of additional team members

Bond Counsel

- Oversees legal process for bond issuance and levy elections
- Prepares legal documents relating to bond issuance, elections, post-issuance compliance, etc.
- Delivers bond opinion for benefit of bondholders

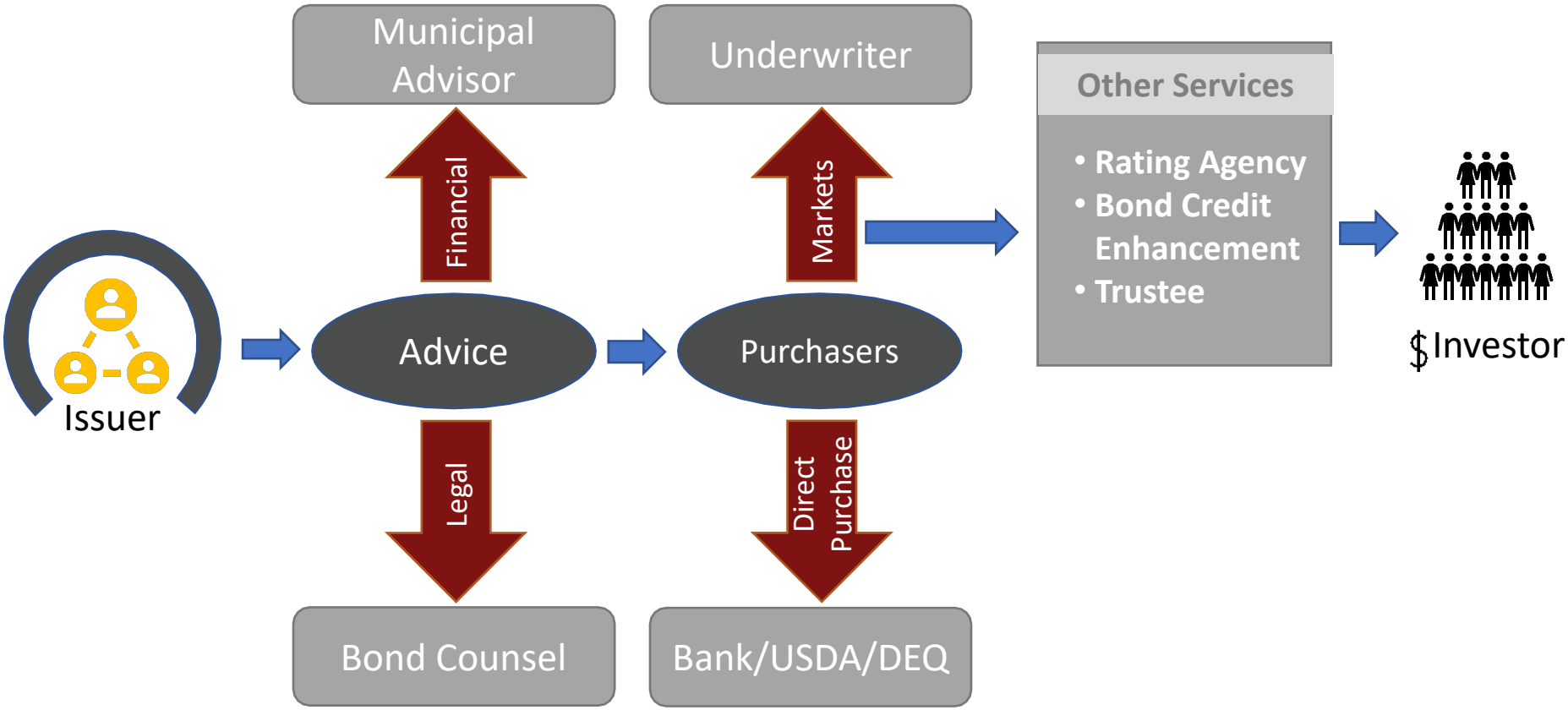
Underwriter

- Markets the bonds for sale to potential investors
- Makes an offer to purchase the issuer's bonds at rates set via competitive sale or negotiation
- Also advises on structure, timing, and terms of bond sale on negotiated sales

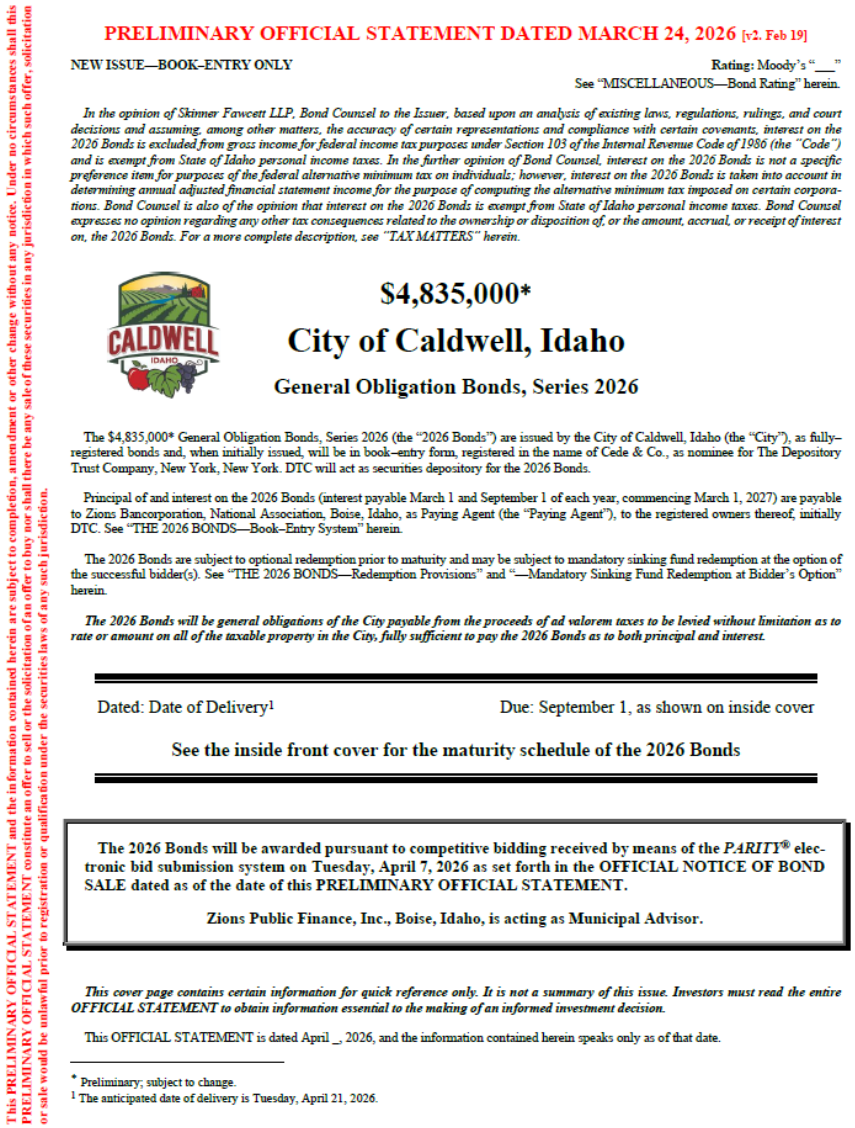
Trustee

- Retained by Issuer, but represents bondholders' interests
- Manages trustee-held bond funds
- Receives interest and principal payments from Issuer and distributes to Bondholders
- Holds liens/security interest and exercises remedies

Roles and Responsibilities



Official Statement



This PRELIMINARY OFFICIAL STATEMENT and the information contained herein are subject to completion, amendment or other change without any notice. Under no circumstances shall this PRELIMINARY OFFICIAL STATEMENT constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED MARCH 24, 2026 [v2. Feb 19]

NEW ISSUE—BOOK-ENTRY ONLY

Rating: Moody's "___"
See "MISCELLANEOUS—Bond Rating" herein.

In the opinion of Skinner Fawcett LLP, Bond Counsel to the Issuer, based upon an analysis of existing laws, regulations, rulings, and court decisions and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the 2026 Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code") and is exempt from State of Idaho personal income taxes. In the further opinion of Bond Counsel, interest on the 2026 Bonds is not a specific preference item for purposes of the federal alternative minimum tax on individuals; however, interest on the 2026 Bonds is taken into account in determining annual adjusted financial statement income for the purpose of computing the alternative minimum tax imposed on certain corporations. Bond Counsel is also of the opinion that interest on the 2026 Bonds is exempt from State of Idaho personal income taxes. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual, or receipt of interest on, the 2026 Bonds. For a more complete description, see "TAX MATTERS" herein.

$4,835,000*

City of Caldwell, Idaho

General Obligation Bonds, Series 2026

The $4,835,000* General Obligation Bonds, Series 2026 (the "2026 Bonds") are issued by the City of Caldwell, Idaho (the "City"), as fully–registered bonds and, when initially issued, will be in book–entry form, registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York. DTC will act as securities depository for the 2026 Bonds.

Principal of and interest on the 2026 Bonds (interest payable March 1 and September 1 of each year, commencing March 1, 2027) are payable to Zions Bancorporation, National Association, Boise, Idaho, as Paying Agent (the "Paying Agent"), to the registered owners thereof, initially DTC. See "THE 2026 BONDS—Book–Entry System" herein.

The 2026 Bonds are subject to optional redemption prior to maturity and may be subject to mandatory sinking fund redemption at the option of the successful bidder(s). See "THE 2026 BONDS—Redemption Provisions" and "—Mandatory Sinking Fund Redemption at Bidder's Option" herein.

The 2026 Bonds will be general obligations of the City payable from the proceeds of ad valorem taxes to be levied without limitation as to rate or amount on all of the taxable property in the City, fully sufficient to pay the 2026 Bonds as to both principal and interest.

Dated: Date of Delivery[1] Due: September 1, as shown on inside cover

See the inside front cover for the maturity schedule of the 2026 Bonds

The 2026 Bonds will be awarded pursuant to competitive bidding received by means of the *PARITY*® electronic bid submission system on Tuesday, April 7, 2026 as set forth in the OFFICIAL NOTICE OF BOND SALE dated as of the date of this PRELIMINARY OFFICIAL STATEMENT.

Zions Public Finance, Inc., Boise, Idaho, is acting as Municipal Advisor.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire OFFICIAL STATEMENT to obtain information essential to the making of an informed investment decision.

This OFFICIAL STATEMENT is dated April _, 2026, and the information contained herein speaks only as of that date.

* Preliminary; subject to change.
[1] The anticipated date of delivery is Tuesday, April 21, 2026.

The Official Statement is the document used by the issuer or the underwriting firms to sell their bonds to potential buyers and essentially protect investors' interests by providing all the information deemed necessary by the Securities and Exchange Commission (SEC).

General Information Included:

- Information about the issuer
- Sources of money pledged to repay the bonds
- Terms under which bonds can be redeemed prior to maturity
- State or local government's covenants for the benefit of investors.
- Demographic and Economic Information



Bond Ratings & Bond Market

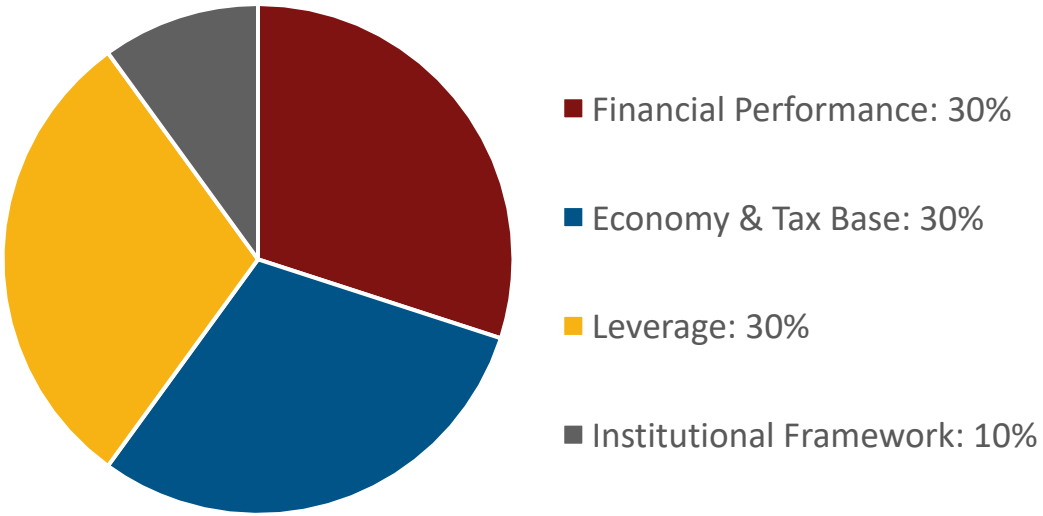
What Determines Bond Rates?



Ratings for General Obligation (GO) Bonds

An issuer's bond rating will be determined by four major factors which include the issuer's financial management.

Moody's GO Scorecard



Rating Scale

Moody's	S&P	Rating Indication
Aaa	AAA	Prime
Aa1 Aa2 Aa3	AA+ AA AA-	Excellent
A1 A2 A3	A+ A A-	Very Good
Baa1 Baa2 Baa3	BBB+ BBB BBB-	Good
Ba1 Ba2 Ba3	BB+ BB BB-	Speculative
B1 B2 B2	B+ B B-	Highly Speculative
Caa1 Caa2 Caa3	CCC+ CCC CCC-	Substantial Risk/Poor Standing
Ca C	D	Extremely Speculative May be or in Default

Pre-Pricing Call for a Competitive Sale

Opportunity for the City and the Municipal Advisor to review economic data to ensure:

1) Pricing goals are being met.
2) Market conditions are suitable for pricing bonds.



Interest Rate, Market, & Economic Data

- Key economic releases prior to pricing
  - 2yr & 5yr Treasury Note Auctions
  - CB Consumer Confidence
  - House Price Index
- Supply demand dynamics
  - Municipal Bond Fund Flows
- Global financial and political trends



Comparable Transactions:
(Spread comparisons to Municipal Market Data MMD)

- Review national deals with similar credit characteristics



Pricing Goals:

- Bond resolution parameters, review
- Tax rate and bond debt service structure
- Long-range planning goals
- Proceeds target

Day of Sale

Check-in call to review market **01**

9:30am (MT) bids due **02**

Final review of pricing **03**
Check that winning bid meets bid parameters

Verbal award **04**
Call with financing team to verbally accept pricing (Lock interest rates)

Signing of terms certificate **05**

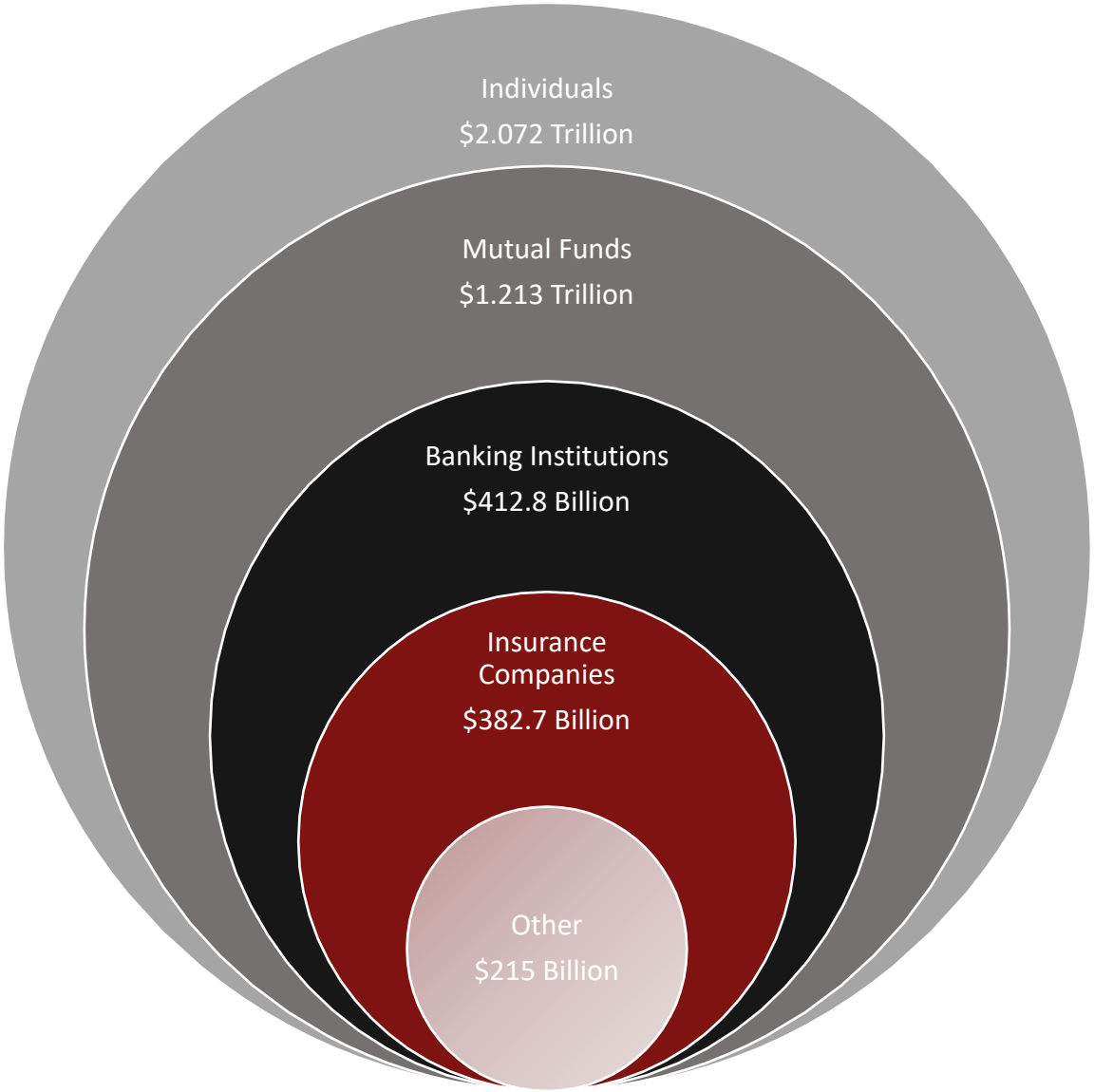
S&P Parity

The following bids were submitted using *PARITY*® and displayed ranked by lowest TIC.
Click on the name of each bidder to see the respective bids.

Bid Award*	Bidder Name	TIC
☑ Reoffering	J.P. Morgan Securities LLC	4.334919
☐	TD Securities	4.384281
☐	Wells Fargo Bank, National Association	4.429007
☐	Robert W. Baird & Co., Inc.	4.506666
☐	RBC Capital Markets	4.521697
☐	HilltopSecurities	4.572992

*Awarding the Bonds to a specific bidder will provide you with the Reoffering Prices and Yields.

Bond Purchasers



Note: Individuals includes households and nonprofit organizations. Mutual funds includes mutual funds, money market funds, closed-end funds and exchange traded funds. Banking institutions includes U.S. chartered depository institutions, foreign banking offices in the U.S., banks in U.S. affiliated areas, credit unions, and broker dealers. Insurance companies includes property-casualty and life insurance companies. Other includes nonfinancial corporate business, nonfinancial noncorporate business, state and local governments and retirement funds, government-sponsored enterprises, municipal securities held by COVID-19 Municipal Liquidity Facility (MLF) and foreign holders. Discrepancy is the accumulated valuation difference between issuance and holdings.

Source: SIFMA Research – US Municipal Bond Holders 2025 Q3



Tax Impact Over Time

Tax Impact Snapshot

	6/27/2024	1/14/2026	Total
City Taxable Market Value	$9,320,502,066	$9,320,502,066	$9,320,502,066
Interest Rate	3.57%	3.75%	3.63%
Term	20 Years	20 Years	20 Years Each
Authorization Used	$ 12,000,000	$ 5,300,000	$ 17,300,000
Interest Cost	4,963,254	2,430,049	7,393,303
Total	$ 16,963,254	$ 7,730,049	$ 24,693,303
Annual Debt Service	$ 892,803	$ 386,502	$ 1,279,305
Tax Impact per $100,000	*9.58*	*4.15*	*13.73*
Tax Impact of Increase on Average Home			
Zillow Home Value Index for Caldwell	$ 389,303	$ 389,303	$ 389,303
Less Homeowner's Exemption	125,000	125,000	125,000
Net Taxable Home Value	$ 264,303	$ 264,303	$ 264,303
Net Bond Tax	$ 9.58	$ 4.15	$ 13.73
Annual Tax Impact on Average Home	**$ 25.32**	**$ 10.96**	**$ 36.28**
Monthly Cost	**$ 2.11**	**$ 0.91**	**$ 3.02**

Notes:

Examples have been calculated based on September 2025 values and the Zillow Home Value Index as of January 2026. Homeowner's exemption is 50% of the value including one acre of land up to a maximum of $125,000.

Election Ordinance

Authorization: **$17.3MM**

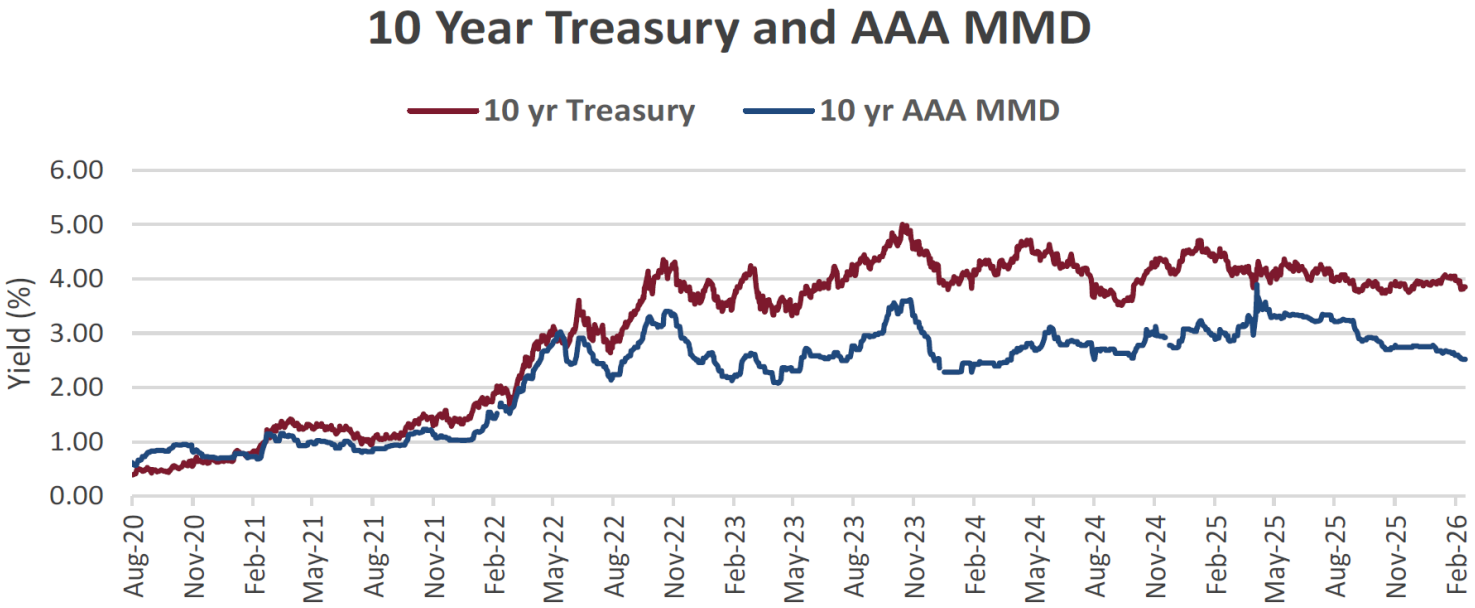
Projections disclosed in Election Ordinance No. 3533

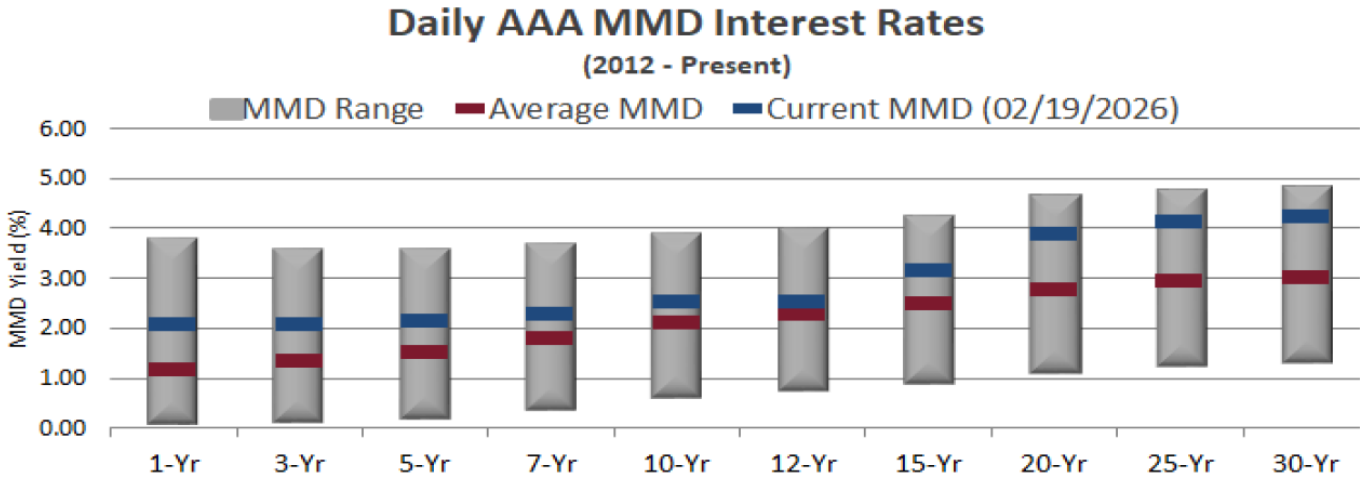
- Interest Rate: **3.95%**
- Interest Cost: **$7.66MM**
- Tax Impact: **$13.92** per $100,000



Interest Rates & Bond Sale Schedule

Current Interest Rates





Bond Sale Schedule

March 10	Rating Presentation
March 16	Regular Council meeting to adopt parameters ordinance
March 24	Preliminary Official Statement posted (circulated to underwriters). Prior to posting the preliminary official statement the City will deem the pOS final.
April 6	Pre-pricing call to discuss interest rate levels and markets
April 7	Lock Bond interest rates through Competitive Sale
April 15	Finalize legal documents and post final official statement
April 21	Close bond issue and transfer funds to project account



Thank you!

Memorandum

To:

City Council

Meeting Date:

March 2, 2026

Item Name:

The Caldwell City Council dispenses with the 3 reading rule of Idaho Code §50-902 for all ordinances

Summary Statement:

Recommended Action:

Budget:

Cost Impact:
Funding Source:
Timeline:

Attachments:

None

City Council
Workshop
(City Hall - Chambers Room #100)
February 17, 2026

5:30 p.m.

Caldwell Engineering Traffic Study Report
Hallie Hart, City Engineer, gave a short introduction to the traffic study process before introducing Mark and Lauren from Kittelson Associates to give an overview of the elements that go into traffic planning in Caldwell and the larger Treasure Valley.
Discussion of how vehicles are counted and how the reports are used.

The workshop adjourned at 6:02pm

Regular City Council Meeting
(City Hall - Chambers Room #100)
Minutes
February 17, 2026
6:00 p.m.

Mayor Phillips opened the meeting at 6:00 p.m. at the Caldwell City Hall Council Chambers.

Phil Whitbeck provided the invocation and Mayor Phillips led those in the audience in the Pledge of Allegiance.

Roll Call:
The City Clerk called the roll: Tilmant, Stadick, Register, Williams, Allgood, and Dittenber all present. Absent: none

Conflict of Interest:
Councilor Dittenber noted that there was a Consent item related to CHA that he would abstain from voting on.

Special Presentations/Reports.
1. Caldwell Economic Development Report
Robin Collins, Community Development Director and Interim Economic Development Director, was present to review ongoing project within the Economic Development realm and businesses that were coming into the area.

Audience Participation:
Cutter Manginas spoke to his concerns related to FLOCK Cameras throughout the City.
Dale King noted a few items of misinformation he had heard regarding the proposed quiet zone and added he looked forward to ongoing dialogue.
Nancy Roberts was present to clarifying comments that were made regarding her support of the quiet zone at a previous meeting. She noted that she was not in favor.
Pamela Willamson spoke to Council regarding her concerns about water usage and ongoing development in the area.

Consent Calendar: [*All Consent Calendar Items are Considered Action Items*]
1. **The Caldwell City Council dispenses with the <u>three (3) reading rule</u> of Idaho Code §50-902 for all Ordinances.**
2. Minutes
   a. Approve the minutes of the December 19, 2025, Planning & Zoning Commission Meeting.
   b. Approve the Minutes from the February 2, 2026 City Council Meeting
3. Approve Resolution authorizing the Professional Services Agreement for the Ustick Interchange Justification Report (IJR) - Phase 1
4. Approve Resolution accepting the WAS Thickening: DAFT Pre-Purchase Package
5. Approve Resolution authorizing the Award of Construction Contract – 2026 Pressure Reducing Valve Station — Dorman and Linden.
6. Approve Resolution accepting the dedication of Sewer, Water, storm drain, and street light facilities in the Canyon Crossing Phase No. 2 subdivision
7. Approve Resolution Awarding of Construction Contract – Well 21 Testing Project
8. Approve Resolution Authorizing the Agreement for the installation of a Wind Phone Monument at the Canyon Hill Cemetery
9. Approve the Appointment of Jeanne Cridebring for Golf Board Member

10. Approve the Reappointment of Don Atkinson for Parks and Recreation Commission
11. Approve Resolution authorizing the surplus of 2 Yamaha 2000 golf carts to be donated to Owyhee High School
12. Approve the Appointment of Esther Ma for a board member of the Parks and Recreation Commission
13. Approve Resolution Authorizing the destruction of departmental records that have reached their required retention dates
14. Approve Resolution authorizing the surplus of department items with dispositions as listed
15. Approve the appointment of Salina Medellin to the Caldwell Audit Committee
16. Approve the Resolution Authorizing the Agreement with Caldwell Housing Authority for the reimbursement of FLOCK Cameras
17. Approve Resolution Authorizing the approval of an Updated Vehicle Use Policy in the Employee Handbook
18. Approve Resolution authorizing the agreement for Professional Services with Keller Associates for the Midway and Homedale Roundabout
19. Approve Resolution accepting the dedication of the sewer mainline as part of The Charles at Karcher Offsite Utilities
20. Approve a Utility License Agreement between the City of Caldwell and Siebenberg Co-Operative Ditch Company Ltd for the purpose of construction, operation and maintenance of domestic water lines for the Public Safety Training Building
21. Approve the Resolution Approving the upfitting of Caldwell Police Fleet Vehicle Communications with Motorola
22. Ratify the construction contract with AME Electric for the electrical improvements associated with the Well 17 Booster Station Improvements Project
23. Approve a construction agreement with Schmidt Pipe LLC for the construction of a water line for the Public Safety Training Building
24. Approve a construction contract with Lurre Construction Inc. for the site work for the Public Safety Training Building
25. Approve the Resolution authorizing the upfitting of Caldwell Police Fleet Vehicle Communications with AM Signal

Moved by Register, Seconded by Stadick to approve the Consent Calendar as presented.

Roll call vote: Those voting yes: Tilmant, Stadick, Register, Williams, and Allgood. Those voting no: none. Absent and/or not voting: Dittenber.

Motion Carried

Old Business: ***[All Old Business Items Listed are Considered Action Items]***

None.

New Business: ***[New Business Items Listed are Considered Action Items]***

Action Item: Consider Bill No. 04 (Ordinance No. 3738) amending Chapter 2, Article 15, Section 02-15-01 of Caldwell City Code pertaining to the Planning & Zoning Commission, with a request to move for its passage by title only and approve the summary for publication.

Robin Collins explained that the change would acknowledge state code requirements for representation from the Area of Impact on the Planning and Zoning Commission and would allow for additional members.

Moved by Allgood, Seconded by Stadick to **Sponsor** Bill No. 04 (Ordinance No. 3738) amending Chapter 2, Article 15, Section 02-15-01 of Caldwell City Code pertaining to the Planning & Zoning Commission, with a request to move for its passage by title only and approve the summary for publication.

Roll call vote: Those voting yes: Tilmant, Stadick, Register, Williams, Allgood, and Dittenber. Those voting no: none. Absent and/or not voting: none.

Motion Carried

Action Item: Public Hearing (Quasi-Judicial): CASE SUP25-000017, ZON25-000006: The applicant, TMOD Homes LLC., on behalf of David Nelson, is requesting a Rezone, with an associated Development Agreement, of parcel R3249700000, from C-3 (General Commercial) to R-3 (Urban Residential), and a Special Use Permit for Freedom 50 Development. The proposed development is a multi-family residential duplex community with fifty (50) dwelling units (twenty-five buildings), where the current City comprehensive plan future land use map place-type is identified as mixed-use. The 3.9 acre parcel is located on the south side of E. Ustick Rd., approximately 400 feet west of the intersection with Cleveland Blvd. The application was recommended for approval by the Hearing Examiner on Tuesday, January 13, 2026. Applicant is asking to continue the application to the March 2, 2026, City Council Hearing.

Moved by Stadick, Seconded by Tilmant to **continue** the hearing until March 2, 2026.

Roll call vote: Those voting yes: Tilmant, Stadick, Register, Williams, Allgood, and Dittenber. Those voting no: none. Absent and/or not voting: none.

Motion Carried

Action Item: Public Hearing (Quasi-Judicial): CASE VAC25-000004: RE: Petition for Vacation of Right-of-Way (ROW) - a request by the property owner, Base Layer Caldwell LLC, to vacate a portion of Green Road where it connects to HWY 20/26 between Spring Lake Dr. and Gravel Ln. This portion of Green Road is planned to no longer be utilized as a public road, per the transportation master plan, and is proposed to be utilized for future developable land for Base Layer Caldwell LLC

Representatives from Base Layer were present to review the request for vacation of property noting that it fit into the overall plan for development in the area.
Joe Dodson, Principal Planner, explained the need to vacate the property and the recommendation from staff.

There was no public input.

Moved by Tilmant, Seconded by Allgood to Sponsor the vacation of property located at Green Road.

Roll call vote: Those voting yes: Tilmant, Stadick, Register, Williams, Allgood, and Dittenber. Those voting no: none. Absent and/or not voting: none.

Motion Carried

Action Item: Public Hearing (Quasi-Judicial): CASE ANN25-000009, SPP25-000012: The applicant, Taylor Schmidt of SI Construction LLC, is requesting Annexation of one (1) parcel (R2799800000) with a proposed zoning of R-2, where the current City comprehensive plan future land use map place type is Neighborhood 2. Additionally, the applicant is requesting approval of a Preliminary Plat for Summit Grove Subdivision, a residential subdivision with 32 total building lots (31 single-family attached building lots and one (1) single-family detached building lot for the existing home). The 4.63 acre development is located on the east side of Dorman Avenue, approximately 325 feet south of the intersection with W. Linden Road. The application was recommended for approval by the Planning and Zoning Commission on Wednesday, January 14, 2026
Representatives from SI Construction presented the plans for the property noting they agreed with staff analysis of the project but were not in favor of the shift to R1 from R2 designation that was being proposed.
Joe Dodson, Principal Planner, reviewed the project in relation to City standards.
Councilor Register asked about the limitation of a 55+ community on the property. Dodson explained that the Annexation was contingent upon that request and if any changes were the property would need to come back to Council for an amendment.
Council and Staff discussed zoning and entitlements in the area.

Mayor Phillips then opened the public comment portion.
There were no members of the public signed up to speak in favor or neutral.

Opposed:
S Brown spoke against the project noting the area is already chaotic and traffic is bad. She added she did not feel the infrastructure is prepared for growth in the area.
Jeanne Cridebring noted she had concerns with making changes to the Comprehensive Plan when it was so new and urged Council to consider that.
Laura Shannon noted that the area is already R1 and anything else does not fit with the area.
Russell Snow was against the project as there are too many people in the area already.
Gail Gordon felt development should be compatible with existing area
Bill Pike was against the project as there are too many people
Jennifer Merit was uncomfortable with the project because she did not like the apartments being proposed.
Brad Crenshaw was against the project as he felt it doesn't support the community
Tereasa Waterman was against the project as too many homes including surrounding areas.
Randy Seward was against the project as he did not agree with the proposed zoning
Jennifer Graham was concerned about traffic and safety
Christopher Altworth spoke in opposition as he felt there was too much growth.
Anita McNiel felt there were too many people and cars in the area already.
Wayne Hunter was opposed to the project and wants to keep the area rural
Robert Stuenenberg appreciate the rural setting and urged Council to keep it that way
Lynn Waterman spoke against the proposal.

Applicant response:
The Applicant responded to comments stating that there would be no minors and that they were fine with R1 but prefer R2 layout better.

Seeing no other comments, Mayor Phillips closed the hearing.

Action Item: Consider Bill No. 66 (Ordinance No. 3718) associated with ANN25-000009, with a request to move for its passage by title only and approve the summary for publication.

Moved by Register, Seconded by Stadick to Deny Bill No. 66 (Ordinance No. 3718) associated with ANN25-000009.

Roll call vote: Those voting yes: Tilmant, Stadick, Register, Williams, Allgood. Those voting no: Dittenber. Absent and/or not voting: none.

Motion Carried

Action Item: Consider Resolution Authorizing a parking lease with DPRE, LLC for property as part of Tilian Phase 2
No action was taken on this item.

Finance Report Acceptance By Caldwell City Council

The Finance Committee has reviewed current accounts payable in the amount of $2,593,408.87 for the period ending February 10, 2026 and net payroll of $902,620.12 for pay period ending January 24, 2026.

Moved by Allgood, Seconded by Tilmant to approve the accounts payable in the amount of $2,593,408.87 represented by check numbers 191442 through 191482 and electronic payments and payroll for the amount of $902,620.12 represented by check numbers 40712 through 40720 and direct deposits be accepted, payments approved, and vouchers filed in the office of the City Clerk.

Motion Carried

Council Comments:
Councilor Register noted that she continued to attend Golden Gate Irrigation meetings.
Councilor Tilmant reported that the Senior Center would like someone to teach their staff how to write grants for future applications.

Mayor's Comments:
Mayor Phillips gave updates on the Blaine Bridge project noting it would be open and finalized soon as well as the Kimball project that was moving forward well.

Executive Session:
It was moved by Tilmant and Seconded by Stadick to enter into Executive Session pursuant to Idaho Code 74-206 (d) and (f).

Roll call vote: Those voting yes: Tilmant, Stadick, Register, Williams, Allgood, and Dittenber. Those voting no: none. Absent and/or not voting: none.

Motion Carried

Council entered into Executive Session at 9:01pm and exited at 9:15pm.

Adjournment
The meeting adjourned at 9:15pm.

Approved as Written this 2nd day of March, 2026.

_____
Mayor Phillips

_____
Councilor Tilmant

_____
Councilor Stadick

_____
Councilor Register

_____
Councilor Williams

_____
Councilor Allgood

_____
Councilor Dittenber

Attest:

_____
Kristina Buchan, City Clerk

Memorandum

To:

City Council

Meeting Date:

March 2, 2026

Item Name:

Approve Resolution Authorizing the Luby Park Storm Drain Construction Project

Summary Statement:

The FY2026 budget includes the Luby Park Storm Drain project, which reroutes storm drainage to within the City-owned park, rather than how it is currently underneath the private mobile home park just north of Luby Park. The current storm line backs up water frequently on the baseball field, along with the encroachment of the mobile home park.

$50,000 was budgeted in the Streets capital budget for this project, but of the three bids received, the low bid was $76,872.50. Sufficient funds exist in other budgeted Streets capital budget items that won't fully expend their funds to cover the additional cost. Staff deems this project critical to complete, and recommends awarding the project to the low bidder, Big Bite, Inc. in the bid amount of $76,872.50. GL code 05-8-40-400-64382.

Recommended Action:

Award contract for the Luby Park Storm Drain project to Big Bite, Inc. in the amount of $76,872.50.

Budget: Budgeted

Cost Impact:
Funding Source:
Timeline:

Attachments:

1. CC - Luby Park Storm Drain Notice of Award Resolution _3-2-26
2. Luby Park Storm Drain Contract

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF CALDWELL, IDAHO, AN IDAHO MUNICIPAL CORPORATION, ACCEPTING THE BID PROPOSAL FOR THE LUBY PARK STORM DRAIN PROJECT, AND AUTHORIZING THE NOTICE OF AWARD, AND AUTHORIZING THE MAYOR TO EXECUTE THE RESOLUTION.

WHEREAS, bid proposals were received by February 20, 2026, for the Luby Park Storm Drain project, and the low responsive bidder is Big Bite, Inc.

NOW, THEREFORE BE IT HEREBY RESOLVED by the Mayor and Council of the City of Caldwell, Idaho, to accept the low qualifying bid proposal from Big Bite, Inc.in the amount of Seventy-Six Thousand Eight Hundred Seventy-Two Dollars and Fifty Cents ($76,872.50), and hereby authorize the Deputy Public Works Director (Transportation) to issue a Notice of Award to Big Bite, Inc. and process all necessary contract documents for the Luby Park Storm Drain project.

PASSED BY THE COUNCIL of the City of Caldwell, Idaho this 2nd day of March, 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho this 2nd day of March, 2026.

Approved

_____
Eric Phillips, Mayor

ATTEST:

_____
City Clerk

CONTRACT

This CONTRACT is made and entered into on the date executed below, between the Contractor, BIG BITE, INC., and the CITY OF CALDWELL, a municipal corporation in the State of Idaho.

The Contractor agrees to perform the following work:

1. Complete the construction of the Luby Park Storm Drain project, as outlined in Contract documents submitted to contractors on 2/4/2026 and the big proposal attached.

2. Submit a traffic control plan and obtain a no-fee Right-of-Way permit for the work to be performed that is within active streets.

3. All work shall be completed by April 3, 2026, unless an extension is granted by the City.

The City agrees to perform the following:

1. Supply the Contract documents and plans.

2. Reimburse the Contractor for actual work performed, within 30 days of receipt of an invoice from the Contractor.

The Contractor acknowledges that they are licensed and bonded to work within the public right-of-way and have been registered as a vendor to perform work in the City.

This agreement is executed on March ____, 2026.

CITY OF CALDWELL

_____
Eric Phillips, Mayor

Attest:_____
City Clerk

CONTRACTOR

_____
Hayden Schelhorn, Big Bite, Inc.

Julie Schelhorn / Secretary

BIG BITE, INC.
2930 Garrity Blvd.
Nampa, Idaho 83687
(208) 466-4044 Office
(208) 466-7855 Fax

City Of Caldwell
621 Cleveland Blvd
Caldwell, Idaho 83605

Friday, February 20, 2026

ATTN: Bruce Mills

PROJECT: Luby Park Storm Drain

***** PROPOSAL *****

Big Bite, Inc. is pleased to offer prices for the following scope of work:

DEMOLITION:

1. Remove and Save Existing Chain Link Fence
2. Remove One (1) Chain Link Fence Post
3. Demo Approximately 10 LF of Curb and Gutter
4. Demo Approximately 50 SF of Sidewalk
5. Sawcut and Demo Approximately 880 SF of Existing Asphalt in Parking Lot

SITE WORK:

1. Replace 880 SF of Grass Sod Where Trench Was Excavated
2. Furnish and Install New Chain Link Fence Post Set in Concrete
3. Re-Install Chain Link Fence

STORM DRAIN:

1. Furnish and Install Three (3) 48" Diameter Storm Drain Manholes
2. Furnish and Install 220 LF of 12" SDR35 Class Storm Drain Pipe
3. To Include Dewatering and Trench Shoring

PARKING LOT:

1. Furnish Traffic Control for Lane Closure on Illinois Avenue for MH-3 Installation
2. Place 12" of ¾" Road Mix In Parking Area for Patch Back
3. Furnish and Install 880 SF - 3" Asphalt Concrete Paving Compacted in Place
4. Prep, and Cast in Place 10 LF of New Curb and Gutter on Illinois Avenue
5. Prep, and Cast in Place 50 SF of New Sidewalk on Illinois Avenue
6. Patch Back any Disturbed Asphalt on Illinois Avenue

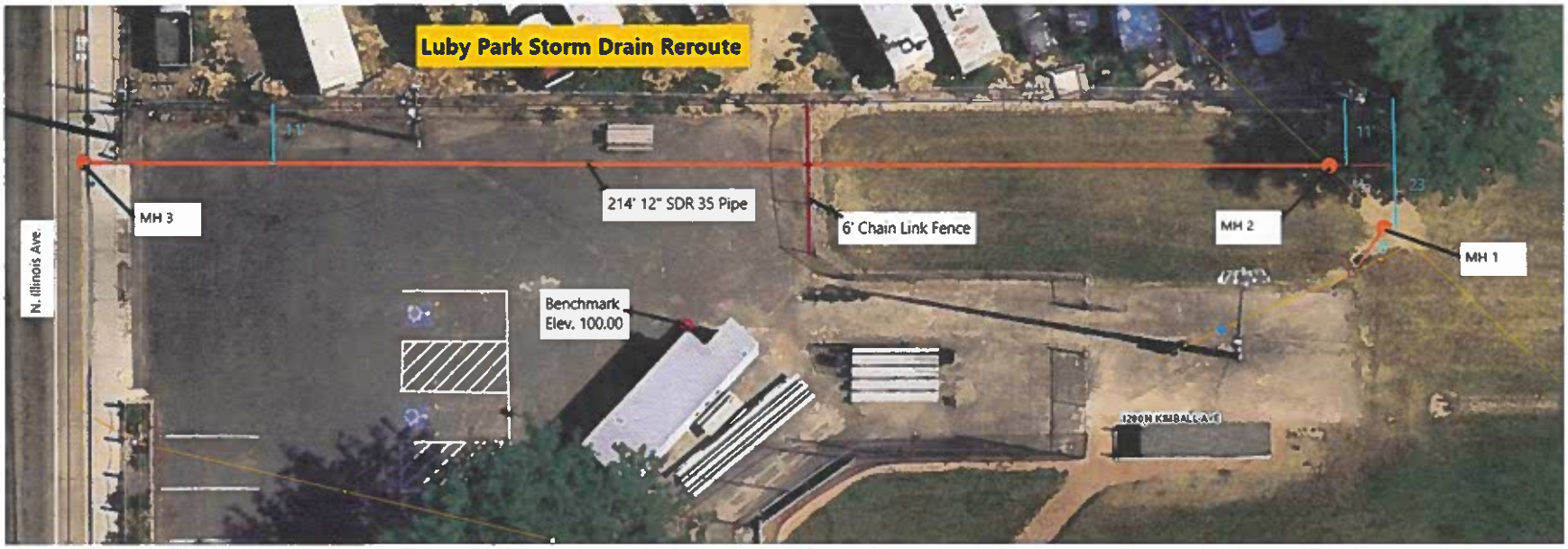
FOR THE LUMP SUM OF: ***$ 76,872.50***

Pricing is Based off Plans Sent Via Email on 2/4/2026

Luby Park Storm Drain Reroute

NOTES:

1. Benchmark Elevation 100.00
2. MH 1 – Rim 100.01, existing invert 91.9. Make 3 connections to 12-inch pipes to SE, SW and NW.
3. MH 2 – Rim 100.46, existing invert 92.6. Make 4 connections to 12-inch pipes to E, W (new), SE and NW. Invert out to W = 92.6, matching existing to NW. Install removable plug in pipe to NW.
4. MH 3 – Rim 99.76, invert 93.1 (existing to N). Make 3 connections to 12-inch pipes to E (new), N and S. Manhole located at face of curb of Illinois. Invert elevation in from east =92.0. (Designer recognizes water will back up to east – designed for future lower trunkline in Illinois Ave).
5. Install 214-ft of 12" SDR 35 pipe between MH 2 and MH 3, with 0.6-ft fall to west at 0.28%. Trench is approximately 8.5-ft deep.
6. At MH 3 location, remove and replace 10-ft of curb, gutter and sidewalk.
7. Temporarily remove and reinstall 6-ft chain link fence to allow for construction. Supply and install one new post anchored in concrete.
8. Native material may be used for backfill if suitable, minus sod. Upon completion of trench backfill, install sod over disturbed areas.
9. For paved parking lot area, sawcut and replace removed asphalt with 3-inch thick asphalt over 12-inches of ¾" minus crushed aggregate base.
10. All Manholes are 4-ft diameter with 1-ft sump below invert. Depth from Rim to Inverts: MH 1 – 9.1', MH 2 – 8.9', MH 3 – 8.8'.
11. Traffic Control: Requires lane closure on Illinois Ave for installation of MH 3. No-fee Right-of-Way permit from City with approved traffic control plan.


Luby Park Storm Drain Reroute
MH 3
214' 12" SDR 35 Pipe
6' Chain Link Fence
MH 2
MH 1
Benchmark
Elev. 100.00
N. Illinois Ave.
1200N KIMBALL AVE

Memorandum

To:

City Council

Meeting Date:

March 2, 2026

Item Name:

Approve Resolution Accepting a deed for Right-Of-Way at 907 Bluebird Pl by Cobblestone Idaho Propco LLC

Summary Statement:

Cobblestone Idaho Propco LLC has dedicated a 200-foot strip of land across the frontage of their property at 907 Bluebird Pl (Parcel # R0045000000) for the Right-of-Way and a Right-hand turn lane off Franklin Road. The Right-of-Way was on the original construction drawings that were never dedicated prior to the building permit being approved.

Recommended Action:

Budget:

Cost Impact:
Funding Source:
Timeline:

Attachments:

1. 907 Bluebird Pl Resolution Quitclaim and L E

RESOLUTION NO._____

A RESOLUTION BY THE CITY OF CALDWELL, IDAHO ACCEPTING A QUITCLAIM DEED FOR RIGHT-OF-WAY FROM COBBLESTONE IDAHO PROPCO LLC FOR THE PURPOSE OF THE RIGHT-HAND TURN LANE OFF OF FRANKLIN ROAD.

Be it resolved that the City of Caldwell, Idaho hereby accepts and approves "QUITCLAIM DEED" from COBBLESTONE IDAHO PROPCO LLC. This deed provides the necessary right-of-way for the purpose of the right-hand turn lane off Franklin Road.

The City Clerk of the City of Caldwell is hereby directed to forward a copy of the recorded "Quitclaim Deed" to the Engineering Department of said City of Caldwell for preservation in an index of deeds.

PASSED BY COUNCIL of the City of Caldwell, Idaho, this the 2nd day of March 2026

APPROVED BY THE MAYOR of the City of Caldwell, Idaho, this the 2nd day of March 2026

Approved By:	**Attest:**
_____	_____
Eric Phillips, Mayor	Kristina Buchan, City Clerk

QUITCLAIM DEED

THIS INDENTURE made this 11th day of February, 2026, between COBBLESTONE IDAHO PROPCO LLC, an Idaho Limited Liability Company, the Transferor, and THE CITY OF CALDWELL, whose address is 205 S 6th Ave, Caldwell, Idaho 83605, the Transferee.

WITNESSETH that the said Transferor, for value received, does by these presents remise, release and forever QUITCLAIM unto the said Transferee, and to its heirs and assigns all that certain lots, piece or parcel of land, situate, lying and being in Caldwell, Canyon County, Idaho, bounded and described as follows, to-wit:

See Exhibit "A" for 1-page legal Description
AND
See Exhibit "B" for 1-page Legal Description Exhibit

TRANSFEROR acknowledges that it is the intention of this instrument to convey not only Transferor's entire present interest in the described property, but also any, every and all right, title and interest after acquired by Transferor, and Transferor's heirs and assigns, through and by operation of law.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the Transferee, and to her heirs and assigns forever.

IN WITNESS WHEREOF, the said Transferor has hereunto set his hand the day and year first above written.

COBBLESTONE IDAHO PROPCO LLC
An Idaho Limited Liability Company

By: David Kelly (Vice President)

Date: 02/11/2026

STATE OF New Jersey)
) **ss.**
County of Monmouth)

On this 11th day of February, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared David Kelly, known to me to be the Vice President of COBBLESTONE IDAHO PROPCO LLC, whose name is subscribed to the within and foregoing instrument and acknowledged to me that they executed the same on behalf of COBBLESTONE IDAHO PROPCO LLC.

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

NOTARY PUBLIC FOR ~~IDAHO~~ New Jersey
Residence: Monmouth County
My Commission Expires: 06/01/2030

PATRICK R. NOBLE
NOTARY PUBLIC, STATE OF NEW JERSEY
COMMISSION # 50016827
MY COMMISSION EXPIRES 06/01/2030

EXHIBIT A

RIGHT-OF-WAY LEGAL

A PORTION OF LOTS 2 AND 3, CALDWELL INTERSTATE NO. 1, BOOK 16, PAGE 8, RECORDS OF CANYON COUNTY, IDAHO, LOCATED IN THE NE1/4 OF THE NW1/4 OF SECTION 26, T.4N., R 3W., B.M., CITY OF CALDWELL, CANYON COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE N1/4 CORNER OF SECTION 26;

THENCE N 89°56'31" W, COINCIDENT WITH THE NORTH LINE OF THE NE14 OF THE NE1/4 OF SAID SECTION 26, A DISTANCE OF 312.59 FEET;

THENCE LEAVING SAID NORTH LINE, S 06°28'23" E, 72.60 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF FRANKLIN ROAD. AND THE **POINT OF BEGINNING**;

THENCE CONTINUING S 06°28'23" E, 8.56 FEET;

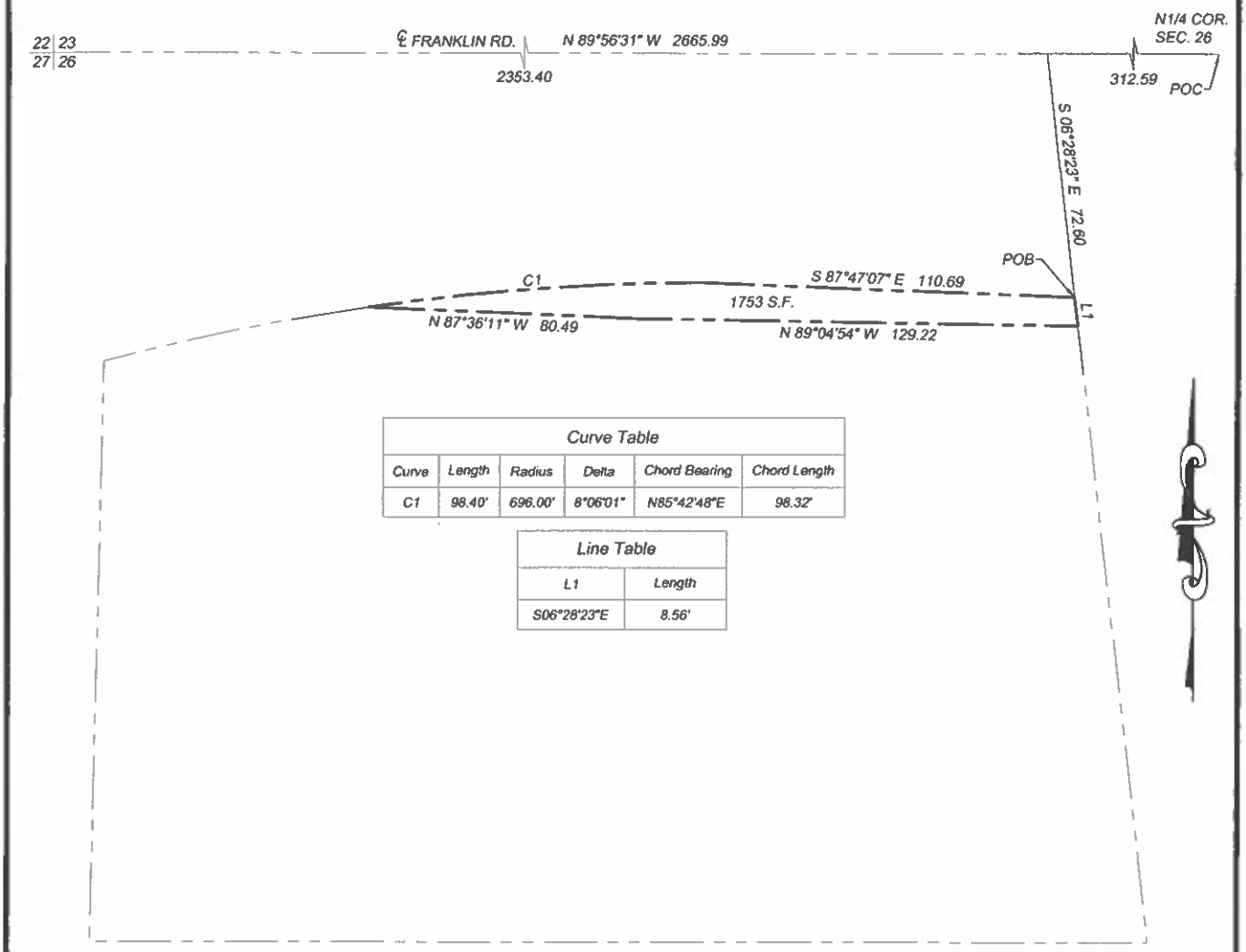
THENCE N 89°04'54" W, 129.22 FEET;

THENCE N 87°36'11" W, 80.49 FEET TO A POINT ON A NON-TANGENT CURVE ON SAID SOUTHERLY RIGHT-OF-WAY;

THENCE COINCIDENT WITH SAID SOUTHERLY RIGHT-OF-WAY, 98.40 FEET ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 696.00 FEET, A CENTRAL ANGLE OF 8°06'01", SUBTENDED BY A CHORD BEARING N 85°42'48" E, 98.32 FEET;

THENCE S 87°47'07" E, COINCIDENT WITH SAID SOUTHERLY RIGHT-OF-WAY, 110.69 FEET TO THE **POINT OF BEGINNING.**

THE ABOVE CONTAINS 1753 SQUARE FEET MORE OR LESS.



Curve Table					
Curve	Length	Radius	Delta	Chord Bearing	Chord Length
C1	98.40'	696.00'	8°06'01"	N85°42'48"E	98.32'

Line Table	
L1	Length
S06°28'23"E	8.56'

CITY OF CALDWELL
ENGINEERING DEPARTMENT
205 S 6TH AVE.
CALDWELL, IDAHO 83605
(208) 455-3006
FAX (208) 455-3012

EXHIBIT B

FRANKILN RD. RIGHT-OF-WAY
907 BLUEBIRD LN.
CALDWELL, ID.

DESIGNED BY: FJ	
DRAWN BY: FJ	
CHECKED BY: DM	
DATE: 12/17/2025	
SCALE: NOT TO SCALE	
1 OF 1	

F:\Engineering\Active\Drawings 2025\907 Bluebird Ln ROW\907 Bluebird Ln ROW.dwg

Regular **Item:** 5.

Memorandum

To:

City Council

Meeting Date:

March 2, 2026

Item Name:

Approve Resolution Awarding 2026 Pavement Overlays Project

Summary Statement:

The FY2026 budget includes the 2026 Pavement Overlays project, which includes milling and overlaying several downtown streets, including 5th Avenue (Cleveland to Chicago), and portions of 6th Ave, 7th Ave, Kimball Ave, 9th Ave, Arthur and Main. The majority of the work will be completed at night to avoid conflicts with businesses. The low responsive bidder for the project was Nampa Paving & Asphalt Co in the amount of $973,857.65. Due to the excellent low bid received, the City intends to explore adding additional locations up to the $1,120,000 budgeted in FY2026 for pavement overlays. The GL code is 05-8-40-340-87500.

Staff recommends approval of the contract.

Recommended Action:

Award the 2026 Pavement Overlays project to Nampa Paving & Asphalt Co up to the amount of $1,120,000.00.

Budget: Budgeted

Cost Impact:
Funding Source:
Timeline:

Attachments:

1. CC - 2025 Pavement Overlays Project Notice of Award Resolution _6-2-25

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF CALDWELL, IDAHO, AN IDAHO MUNICIPAL CORPORATION, ACCEPTING THE BID PROPOSAL FOR THE 2026 PAVEMENT OVERLAYS PROJECT, AND AUTHORIZING THE NOTICE OF AWARD, AND AUTHORIZING THE MAYOR TO EXECUTE THE RESOLUTION.

WHEREAS, public bids were opened on February 24, 2026, for the 2026 Pavement Overlays project, and the low responsive bidder is Nampa Paving & Asphalt Co.

NOW, THEREFORE BE IT HEREBY RESOLVED by the Mayor and Council of the City of Caldwell, Idaho, to accept the low qualifying bid proposal from Nampa Paving & Asphalt Co. in the amount not to exceed One-Million One-Hundred Twenty Thousand Dollars ($1,120,000.00), and hereby authorize the Deputy Public Works Director (Transportation) to issue a Notice of Award to Nampa Paving & Asphalt Co. and process all necessary contract documents for the 2026 Pavement Overlays project.

PASSED BY THE COUNCIL of the City of Caldwell, Idaho on this 2nd day of March 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho on this 2nd day of March 2026.

Approved:

_____
Eric Phillips, Mayor

ATTEST:

_____
City Clerk

Memorandum

To:

City Council

Meeting Date:

March 2, 2026

Item Name:

Approve Resolution Authorizing a Utility License Agreement (Pioneer Project No. 07-2026) between Pioneer Irrigation District and City of Caldwell for water and sewer lines crossing under Mason Drain at Skyway Bridge for Escalon Park Subdivision No. 1

Summary Statement:

Approval of a Utility License Agreement (Pioneer Project No. 07-2026) with Pioneer Irrigation District that allows the crossing of sleeved sewer and water main lines under the Mason Drain at Skyway Bridge as part of Escalon Park Subdivision No. 1.

Recommended Action:

The City Engineer has reviewed and signed the Utility License Agreement and requests that the City Council approves the resolution.

Budget:

Cost Impact: $0.00
Funding Source:
Timeline:

Attachments:

1. ResLicenseAgmtPID
2. UtilityLicenseAgmt

RESOLUTION NO. _____

BE IT HEREBY RESOLVED that the Mayor and the Council of the City of Caldwell, Idaho, hereby approves, and authorizes the Mayor to execute, that certain agreement titled "Utility License Agreement Pioneer Project No. 07-2026" between the City of Caldwell, Idaho and Pioneer Irrigation District, and which agreement provides for the installation of sleeved sewer and water main lines across the Moses Drain, which is a Pioneer Irrigation District owned facility, and which agreement is attached hereto and made part of as is set forth in full.

PASSED BY THE COUNCIL of the City of Caldwell, Idaho this 2nd day of March 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho this 2nd day of March 2026.

Approved By:

_____
Mayor

Attest:

_____
Clerk

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

(Space Above For Recorder's Use)

UTILITY LICENSE AGREEMENT
Pioneer Project No. 07-2026

This Utility License Agreement ("Agreement") is entered into and made effective this _____day of _____, 20_____, by and between **PIONEER IRRIGATION DISTRICT**, an irrigation district organized and existing under and by virtue of the laws of the State of Idaho, whose address is P.O. Box 426, Caldwell, Idaho 83606 ("Pioneer" or the "District") and City of Caldwell, whose address is
(name of Licensee)
205 S. 6th Ave. Caldwell ID. 83605 ("Licensee").

NOW, THEREFORE, in consideration of the mutual benefits to be received by the District and Licensee, and other good and valuable consideration, which consideration is hereby acknowledged by the parties, and the promises, covenants, agreements, and conditions hereinafter set forth, the parties agree with one another as follows:

1. Grant of Licenses. The District hereby grants a License ("License") to Licensee for the purpose of crossing or encroaching upon the Mason Drain
(name of canal, lateral or ditch)
_____at the location described in **Exhibit A**, appended hereto, in order to construct, operate, inspect, maintain, and repair City Sewer & Water
(list of crossing(s) – power, gas, cable, phone, etc.)
_____. This grant of License is subject and subordinate to any

and all property rights the District has in the Mason Drain
(name of canal, lateral or ditch)
_____and its corresponding easement, and is further subject to the terms and conditions of the District's current published Standards and Specifications on file, which Standards and Specifications are hereby incorporated by this reference hereto.

Licensee expressly acknowledges and agrees that this License does not grant Licensee the right to install any property, utilities, equipment or other facilities, except as may be described in this Agreement, or the right to impair any rights of the District or others in the use of the Mason Drain or its corresponding easement. This
(name of canal, lateral or ditch)
grant of License is expressly conditioned upon the prior receipt by Licensee of any and all necessary approvals from governmental entities and private parties for the activities to be performed under the terms of this Agreement, and is further expressly conditioned upon the District's prior approval of all drawings and plans concerning the activities to be conducted by Licensee under this Agreement.

2. Term of Grant of License. The term of the License shall commence upon the effective date of this Agreement and shall continue for so long as Licensee is in compliance with the terms of this Agreement. The District reserves the right to revoke this License, effective upon thirty (30) days' prior written notice to the Licensee thereof, should Licensee at any time fail to comply with the terms and conditions of this Agreement, and fail to correct such noncompliance within thirty (30) days following service of written notice by the District ("Cure Period"). If Licensee begins but cannot complete corrective action within the Cure Period, the Cure Period may be extended, at the sole discretion of the District, for such amount of time as may be reasonably required to complete the corrective action.

3. Construction, Inspection, Maintenance, Repair, and Replacement of Crossing or Encroachment. Licensee, following execution of this Agreement by the parties, may have access across, or within, the Mason Drain and its (name of canal, lateral or ditch) corresponding easement to conduct its construction, inspection, maintenance, repair, or replacement of the City Sewer & Water (type of crossing) as may be necessary, subject to any restrictions imposed on Licensee's activities set forth in this Agreement. Licensee or its agents and contractors shall perform all work authorized herein in a workmanlike manner, and in accordance with the Engineering Plans and Specifications referenced in **Exhibit B**. Licensee further agrees to assume responsibility for all work authorized under this Agreement, including general liability and costs regardless of the type of work performed (*i.e.*, including, but not limited to, all construction, installation, inspection, maintenance, repair and replacement work).

Any activities by Licensee which may impede or impair the flow of water in the Mason Drain (name of canal, lateral or ditch) may only be performed during the non-irrigation season, which is usually between November 1 and March 15. Licensee expressly acknowledges that the District does not relinquish its ownership rights in any portion of the Mason Drain (name of canal, lateral or ditch) or the facility's corresponding easement.

Licensee shall provide Pioneer a minimum of seventy-two (72) hours' of advance notice prior to commencing construction under this Agreement to provide the District adequate opportunity to adjust its own facility operation and maintenance schedules and activities accordingly, and to provide the District adequate opportunity to schedule any on-site inspection and supervision activities it may choose to perform.

4. Utility Crossings. Licensee shall not allow any other utilities (*e.g.*, gas, phone, electric, cable, fiber optic, etc.) or any private party to attach to Licensee's facilities

governed by this Agreement, cross any portion of the Mason Drain
(name of canal, lateral or ditch)
_____, or otherwise use or encroach upon the corresponding easement, without the express written consent of the District. Said written consent may take the form of an addendum to this existing Agreement or, the District, in its discretion, may require that separate license agreements be executed between the District and the utility or private party seeking to cross the Mason Drain
(name of canal, lateral or ditch)
, or otherwise encroach upon the facility's corresponding easement.

5. Express Waiver. In the event that any utilities or private parties do attach to Licensee's facilities governed by this Agreement, cross District facilities and/or systems, or share in the use of District's facility and/or system easements, Licensee, utilities, and/or private parties waive any and all claims against the District, now and in the future, arising from the District's water distribution, operation, and maintenance activities involving its facilities and/or systems.

6. Indemnity. To the extent and as permitted by law, the Licensee shall indemnify, hold harmless, and defend Pioneer, including its officers, directors, employees, members and agents, from all claims for damages or injuries to the extent, and in the proportion, they arise out of Licensee's acts or omissions, or those of its employees, contractors or agents, causing:

(a) A hazard or damage to any person or property;

(b) An interruption or interference with the flow of water in the Mason Drain
(name of canal, lateral or ditch)
;

(c) An increase in seepage or any other increase in the loss of water from the Mason Drain
(name of canal, lateral or ditch)
;

(d) The subsidence of soil within or adjacent to the Mason Drain (name of canal, lateral or ditch) and/or its corresponding easement;

(e) An impairment to the proper functioning of the Mason Drain (name of canal, lateral or ditch);

(f) An obstruction to Pioneer's access to, operation or maintenance of the Mason Drain (name of canal, lateral or ditch) and/or its corresponding easement; or

(g) Any other damage to, or interference with, the Mason Drain (name of canal, lateral or ditch) or its corresponding easement.

7. No Liens. Licensee shall allow no liens as a result of any labor performed or materials supplied in connection with his activities of Licensee, its agents, or contractors to attach to the Mason Drain (name of canal, lateral or ditch), its easement, or to any adjacent lands held by the District.

8. Permits. Licensee represents that he has obtained all permits, licenses, and authorizations required to conduct the activities to be performed under the terms of this Agreement. Additionally, Licensee shall deliver to counsel for the District a copy of a Clean Water Act (33 U.S.C. §§ 1251, *et seq.*) Section 404 Permit or a non-jurisdictional determination (waiver) from the United States Army Corps of Engineers prior to commencement of any construction affecting the District's facilities. In the event that a Section 404 Permit is not required, Licensee shall certify that its construction impacting the District's facilities does not fall under purview of the Clean Water Act and that a Section 404 Permit is not required. The parties hereby recognize and agree that this Agreement will not be executed by the District and recorded until the District is in receipt of the appropriate Section 404 Permit, non-jurisdictional determination (waiver), or written certification by Licensee that a Section 404 Permit is not

required for the construction contemplated under this Agreement. The applicable Section 404 Permit, non-jurisdictional determination (waiver), or certification shall be attached to this Agreement as **Exhibit C** and made a part hereof.

9. Authorization from Servient Estate Owners. Licensee acknowledges and agrees that Pioneer has no right or power to create rights in the Licensee affecting the holders of title to property servient to the Pioneer's easements, including that for the Mason Drain (name of canal, lateral or ditch). The License granted herein pertains only to Pioneer's rights as the owner of an easement. Any rights affecting fee title must be acquired from the holders of title to such property. Should Licensee fail to obtain such rights from the holder(s) of title to property servient to Pioneer's easements, or should the rights obtained prove legally ineffectual, Licensee shall hold harmless, indemnify, and defend Pioneer to the extent as permitted by law from any claim by any party arising out of or related to such failure of rights.

10. Operation, Maintenance, and Repair of Crossing Improvements. It is recognized by the District that maintenance, repair and/or replacement of the crossing and/or encroaching improvements constructed by Licensee under the terms and conditions of this Agreement, and as identified in **Exhibit B**, may be necessary subsequent to the execution and recording of this Agreement. In the event that Licensee desires to perform any maintenance, repair and/or replacement of such improvements, they acknowledge and agree that the written consent of the District is required prior to commencement of any such maintenance, repair and/or replacement work unless an emergency reasonably precludes obtaining the District's prior written consent. Licensee shall provide written notice to the District of any emergency repair or replacement as soon as reasonably possible after completing such work. The District agrees that it will consider and act upon all non-emergency written requests for written consent from

Licensee in a business-like manner.

11. Stormwater Discharge. It is hereby acknowledged and agreed that Pioneer does not approve, authorize, permit, allow, or accept stormwater discharge into any facility owned, operated, and/or maintained by the District, whether it be through a pipe, conduit, culvert, canal, lateral, drain, or other ditch absent Pioneer's prior written permission in the form of a separate license agreement. Licensee agrees not to construct, or allow the construction of, any facilities capable of conveying stormwater discharge into the Mason Drain (name of canal, lateral or ditch) _____ unless the discharge is authorized, in writing, by Pioneer as determined within the discretion of the District Board of Directors on a case-by-case basis.

12. Limitations on Liability; Attorney Fees. The parties hereto agree that nothing contained herein shall be construed to create a joint venture, partnership, or other similar relationship which might subject any party to liability for the debts and/or obligations of the other, except as otherwise expressly agreed to in this Agreement. No director, officer, employee, member, agent, or designee of the District shall incur any liability hereunder to Licensee, crossing utility or private party, or any other party, in such person's individual capacity by reason of such person's actions hereunder or by execution hereof. In the event any party hereto shall bring any action to enforce a breach of this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorney fees from the nonprevailing party, including any costs and attorney fees on appeal.

13. Further Consideration. The License granted herein benefits the Licensee only, and is of no benefit to the District. Therefore, and in further consideration for inducing the District to grant this License, the Licensee agrees to promptly pay all expenses incurred by the District relating to the negotiation, preparation, and execution of this Agreement.

14. Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter of this Agreement. Amendments to this Agreement shall be made only by written instrument executed by each of the parties hereto.

15. Binding Effect. The promises, covenants, conditions and agreements herein contained shall be binding on each of the parties hereto and on all parties and all persons claiming under them or any of them; and the rights and obligations hereof shall inure to the benefit of each of the parties hereto and their respective successors and assigns. No third parties are intended to benefit from, or obtain any rights under, this Agreement.

16. Governing Law; Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible. Further, the validity, meaning and effect of this Agreement shall be construed under and governed by the laws of the State of Idaho.

17. No Waiver. The failure of a party to insist on the strict performance of any provision of this Agreement, or to exercise any right or remedy upon a breach hereof, shall not constitute a waiver of any provision of this Agreement or limit such party's right to enforce any provision or exercise any right.

18. Representation of Parties.

(a) District. The District represents and warrants that: (i) it is an irrigation district organized and existing under and by virtue of the laws of the State of Idaho; (ii) it has the capacity and all legal rights necessary to enter into and perform the District's obligations under this Agreement; (iii) all organizational and other actions required to authorize the District to enter into and perform this Agreement have been properly taken; and (iv) this Agreement has been properly executed and delivered by the District and is valid and binding upon the District in

accordance with its terms.

(b) Licensee. Licensee represents and warrants that: (i) it has the capacity to enter into and perform its obligations under this Agreement; (ii) all actions required to authorize Licensee to enter into and perform this Agreement have been properly taken; (iii) it has obtained all permits, licenses, and acknowledgements required to conduct the activities to be performed under the terms of the Agreement; (iv) this Agreement has been properly executed and delivered by the Licensee and is valid and binding upon the Licensee in accordance with its terms; and (v) (check one of the following, if applicable):

☒ Licensee is an Idaho municipal corporation incorporated and in good standing in the State of Idaho;

☐ Licensee is a _____ partnership established and in good standing in the State of _____.

☐ Licensee is a _____ incorporated or organized and in good standing in the State of _____.

19. Notices. All notices permitted or required to be given under the terms of this Agreement shall be in writing and shall be deemed effective upon receipt if sent by first class mail, postage prepaid, and addressed to the respective party hereto as follows, or at such other address as a party designates in writing.

PIONEER IRRIGATION DISTRICT
P.O. Box 426
Caldwell, Idaho 83605

City of Caldwell
Licensee

205 S. 6th Ave. Caldwell ID. 83605
Address

City, State, and Zip Code

20. Recording. This Agreement shall be recorded upon execution in the office of the County Recorder for each county in which any portion of the land covered by this Agreement is located.

IN WITNESS WHEREOF, the parties have hereunto caused their names to be subscribed to this Agreement of the date first set forth above.

PIONEER IRRIGATION DISTRICT

By_____
Brad Benke, President
of its Board of Directors

Attest:

_____
Megan McGuire, Secretary/Treasurer

STATE OF IDAHO)
) ss.
County of Canyon)

On this __ day of __, 202__, before me, the undersigned Notary Public in and for said state, personally appeared **BRAD BENKE** known or identified to me to be the President of the Board of Directors of **PIONEER IRRIGATION DISTRICT**, the person who executed the instrument on behalf of the **PIONEER IRRIGATION DISTRICT**, and acknowledged to me that **PIONEER IRRIGATION DISTRICT** 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.

_____
NOTARY PUBLIC FOR IDAHO
Residing at _____
My Commission Expires _____

STATE OF IDAHO)
) ss.
County of Canyon)

On this __ day of __, 202__, before me, the undersigned Notary Public in and for said state, personally appeared **Megan McGuire** known or identified to me to be the Secretary/Treasurer of **PIONEER IRRIGATION DISTRICT**, the person who executed the instrument on behalf of the **PIONEER IRRIGATION DISTRICT**, and acknowledged to me that **PIONEER IRRIGATION DISTRICT** 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.

_____
NOTARY PUBLIC FOR IDAHO
Residing at _____
My Commission Expires __

LICENSEE

City of Caldwell
Name of Licensee

By _____
Hallie Hart
Its City Engineer

STATE OF IDAHO)
) ss.
County of Canyon)

On this 19th day of February, 2026, before me, the undersigned Notary Public in and for said state, personally appeared Hallie Hart, known or identified to me to be the City Engineer of City of Caldwell, who is the person who executed the instrument on behalf of City of Caldwell, and acknowledged to me that he/she/it 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.

NICOLE NICHOLSON
NOTARY PUBLIC
STATE OF IDAHO
COMMISSION NUMBER# 61933

NOTARY PUBLIC FOR IDAHO
Residing at Nampa, ID 83687
My Commission Expires 8/14/31

EXHIBIT A

Legal Description of Mason Drain Crossing and/or Encroachment

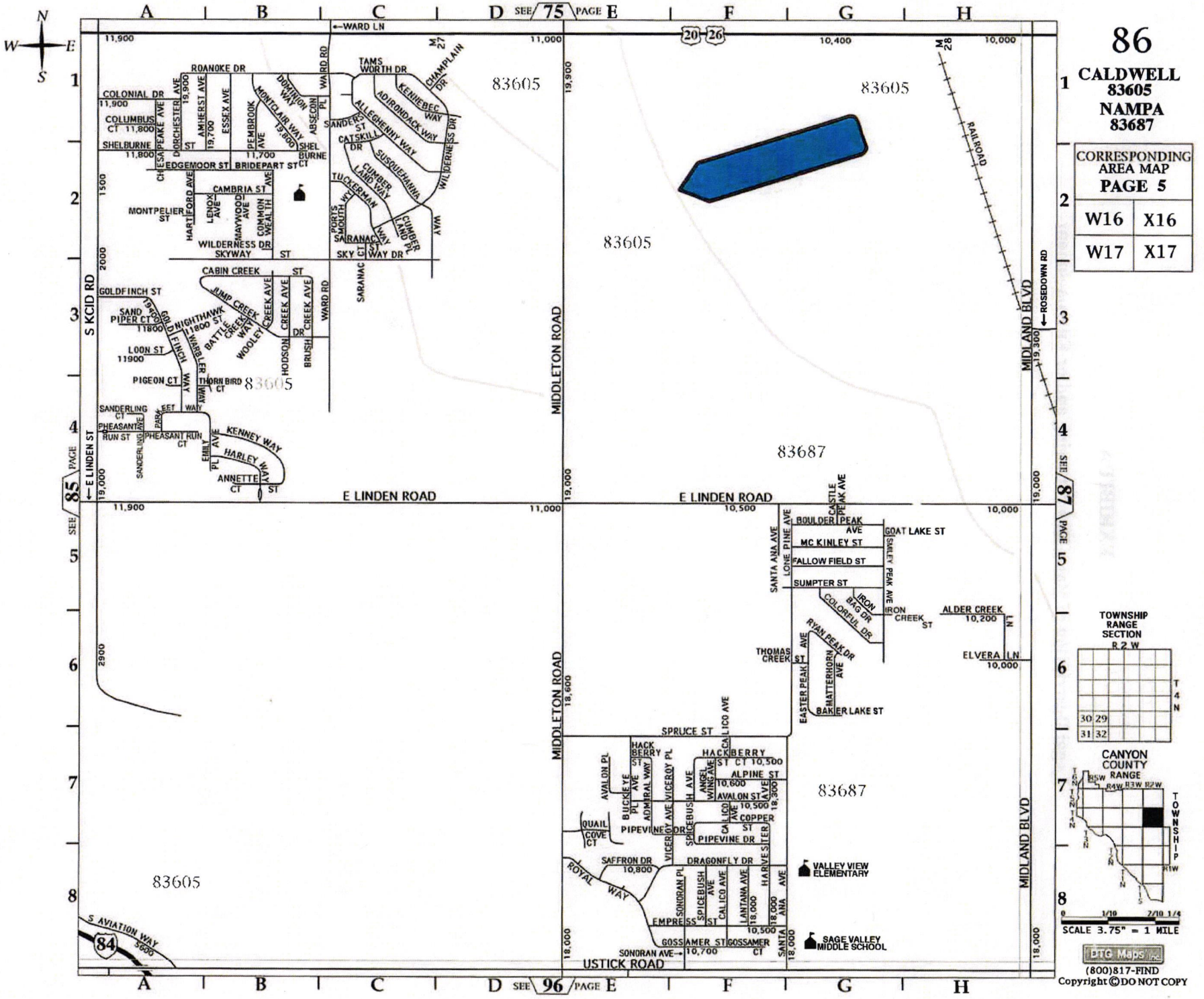

86
CALDWELL
83605
NAMPA
83687
CORRESPONDING AREA MAP
PAGE 5
W16
X16
W17
X17
SEE 75 PAGE
SEE 85 PAGE
SEE 87 PAGE
SEE 96 PAGE
←WARD LN
20-26
←E LINDEN ST
E LINDEN ROAD
USTICK ROAD
S KCID RD
MIDDLETON ROAD
MIDLAND BLVD
←ROSEDOWN RD
RAILROAD
S AVIATION WAY
84
83605
83687
ROANOKE DR
COLONIAL DR
COLUMBUS CT
SHELBURNE
EDGEMOOR ST
BRIDEPART CT
CAMBRIA ST
MONTPELIER ST
WILDERNESS DR
SKYWAY ST
TAMS WORTH DR
CHAMPLAIN DR
KENNEBEC WAY
ADIRONDACK WAY
ALLEGHENNY WAY
SUSQUEHANNA WAY
CUMBERLAND WAY
CUMBERLAND PL
WILDERNESS DR
SARANAC WAY
SKY WAY DR
CABIN CREEK ST
GOLDFINCH ST
SAND PIPER CT
NIGHTHAWK ST
LOON ST
PIGEON CT
THORN BIRD CT
SANDERLING CT
PHEASANT RUN ST
PHEASANT RUN CT
KENNEY WAY
HARLEY WAY
ANNETTE CT
ST
BOULDER PEAK AVE
MC KINLEY ST
FALLOW FIELD ST
SUMPTER ST
GOAT LAKE ST
SMILEY PEAK AVE
IRON BAG DR
COLORFUL DR
IRON CREEK ST
ALDER CREEK LN
ELVERA LN
RYAN PEAK DR
THOMAS CREEK ST
EASTER PEAK AVE
MATTERHORN AVE
BAKER LAKE ST
SPRUCE ST
CALICO AVE
HACKBERRY ST
ALPINE ST
AVALON ST
COPPER ST
PIPEVINE DR
QUAIL COVE CT
SAFFRON DR
DRAGONFLY DR
ROYAL WAY
EMPRESS ST
GOSSAMER ST
GOSSAMER CT
SONORAN AVE
VALLEY VIEW ELEMENTARY
SAGE VALLEY MIDDLE SCHOOL
TOWNSHIP RANGE SECTION
R 2 W
T 4 N
CANYON COUNTY
RANGE
TOWNSHIP
SCALE 3.75" = 1 MILE
PTC Maps Inc
(800)817-FIND
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EXHIBIT B

Engineering Plans and Specifications

City of Caldwell sleeved water & sewer lines crossing under Mason Drain 5' minimum under Drain invert at Skyway Bridge

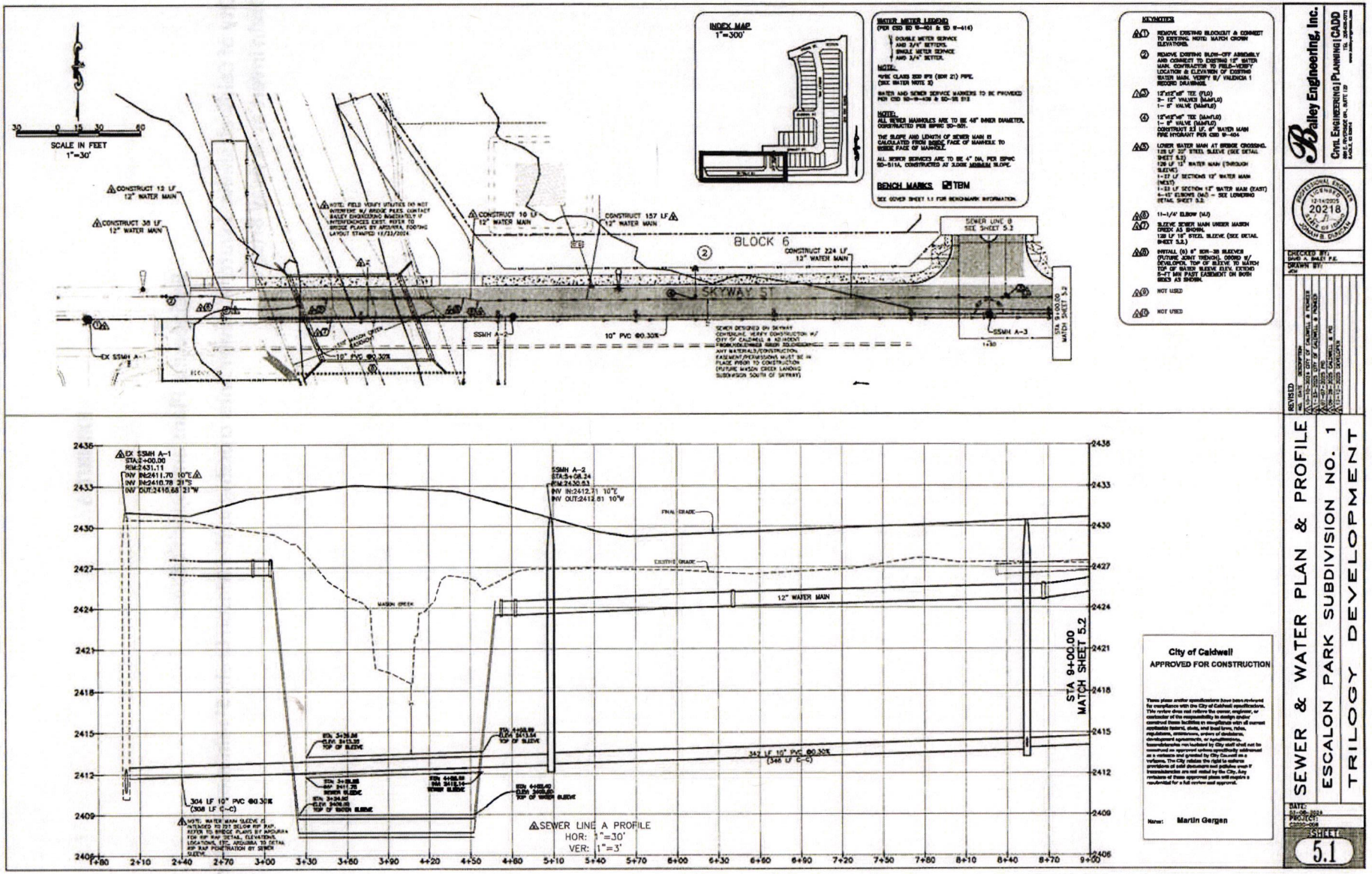

SCALE IN FEET
1"=30'
INDEX MAP
1"=300'
WATER METER LEGEND
(PER CSD ID 9-401 & ID 9-414)
DOUBLE METER SERVICE AND 3/4" SETTERS.
SINGLE METER SERVICE AND 3/4" SETTER.
NOTE:
*4PSC CLASS 200 SDR (SDR 21) PIPE. (SEE WATER NOTE 3)
WATER AND SEWER SERVICE MARKERS TO BE PROVIDED PER CSD ID-9-438 & SD-SS 512
NOTE:
ALL SEWER MANHOLES ARE TO BE 48" INNER DIAMETER, CONSTRUCTED PER ISPWC SD-101.
THE SLOPE AND LENGTH OF SEWER MAIN IS CALCULATED FROM INSIDE FACE OF MANHOLE TO INSIDE FACE OF MANHOLE.
ALL SEWER SERVICES ARE TO BE 4" DIA. PER ISPWC SD-511A, CONSTRUCTED AT 3.00% MINIMUM SLOPE.
BENCH MARKS TBM
SEE COVER SHEET 1.1 FOR BENCHMARK INFORMATION.
KEYNOTES
(1) REMOVE EXISTING BLOCKOUT & CONNECT TO EXISTING. NOTE: MATCH CROWN ELEVATIONS.
(2) REMOVE EXISTING BLOW-OFF ASSEMBLY AND CONNECT TO EXISTING 12" WATER MAIN. CONTRACTOR TO FIELD-VERIFY LOCATION & ELEVATION OF EXISTING WATER MAIN. VERIFY W/ VALENCIA 1 RECORD DRAWINGS.
(3) 12"x12"x6" TEE (TYP.)
2- 12" VALVES (MAIN/FLO)
1- 6" VALVE (MAIN/FLO)
(4) 12"x6"x6" TEE (MAIN/FLO)
1- 6" VALVE (MAIN/FLO)
CONSTRUCT 3.3 LF. 6" WATER MAIN FIRE HYDRANT PER CSD 9-404
(5) LOWER WATER MAIN AT BRIDGE CROSSING. 125 LF 22" STEEL SLEEVE (SEE DETAIL SHEET 5.2)
126 LF 12" WATER MAIN (THROUGH SLEEVE)
1-11 1/4" SECTIONS 12" WATER MAIN (WEST)
1-22 1/2 LF SECTION 12" WATER MAIN (EAST)
4-45° ELBOWS (MJ) - SEE LOWERING DETAIL SHEET 5.2.
(6) 11-1/4" ELBOW (MJ)
(7) SLEEVE SEWER MAIN UNDER MASON CREEK AS SHOWN.
128 LF 18" STEEL SLEEVE (SEE DETAIL SHEET 5.2.)
(8) INSTALL (9) 6" SDR-35 SLEEVES (FUTURE JOINT TRENCH). ORIENT W/ DEVELOPER. TOP OF SLEEVE TO MATCH TOP OF WATER SLEEVE ELEV. EXTEND 5'-0" MIN PAST EASEMENT ON BOTH SIDES AS SHOWN.
(9) NOT USED
(10) NOT USED
NOTE: FIELD VERIFY UTILITIES DO NOT INTERFERE W/ BRIDGE PILES. CONTACT BAILEY ENGINEERING IMMEDIATELY IF INTERFERENCES EXIST. REFER TO BRIDGE PLANS BY ARCURRA, FOOTING LAYOUT STAMPED 10/23/2024.
CONSTRUCT 12 LF 12" WATER MAIN
CONSTRUCT 38 LF 12" WATER MAIN
CONSTRUCT 10 LF 12" WATER MAIN
CONSTRUCT 157 LF 12" WATER MAIN
BLOCK 6
CONSTRUCT 224 LF 12" WATER MAIN
SEWER LINE B SEE SHEET 5.2
SKYWAY ST
STA 9+00.00 MATCH SHEET 5.2
EX SSMH A-1
SSMH A-2
SSMH A-3
10" PVC @0.30%
SEWER DESIGNED ON SKYWAY CONTINUING. VERIFY CONSTRUCTION W/ CITY OF CALDWELL & ADJACENT DEVELOPMENTS PRIOR TO CONSTRUCTION. ANY MATERIALS/CONSTRUCTION, EASEMENT/PERMISSIONS MUST BE IN PLACE PRIOR TO CONSTRUCTION (FUTURE MASON CREEK LANDING SUBDIVISION SOUTH OF SKYWAY)
EX SSMH A-1
STA:3+00.00
RIM:2431.11
INV IN:2411.70 10"E
INV IN:2410.78 21"S
INV OUT:2410.68 21"W
SSMH A-2
STA:5+08.24
RIM:2430.83
INV IN:2412.71 10"E
INV OUT:2412.61 10"W
FINAL GRADE
EXISTING GRADE
MASON CREEK
12" WATER MAIN
STA 9+00.00 MATCH SHEET 5.2
304 LF 10" PVC @0.30% (308 LF C-C)
342 LF 10" PVC @0.30% (346 LF C-C)
SEWER LINE A PROFILE
HOR: 1"=30'
VER: 1"=3'
2436
2433
2430
2427
2424
2421
2418
2415
2412
2409
2406
1+80
2+10
2+40
2+70
3+00
3+30
3+60
3+90
4+20
4+50
4+80
5+10
5+40
5+70
6+00
6+30
6+60
6+90
7+20
7+50
7+80
8+10
8+40
8+70
9+00
City of Caldwell
APPROVED FOR CONSTRUCTION
These plans and/or specifications have been reviewed for compliance with the City of Caldwell specifications. This review does not relieve the owner, engineer, or contractor of the responsibility to design and/or construct these facilities in compliance with all current applicable federal, state, and local laws, rules, regulations, ordinances, orders of jurisdiction, development agreements, or special conditions. Inconsistencies not audited by City staff shall not be considered an approved variance. Any specially authorized as a variance and granted by City Council are a variance. The City retains the right to enforce provisions of said documents and policies even if inconsistencies are not noted by the City. Any revisions of these approved plans will require a resubmittal for a full review and approval.
Name: Martin Gergen
Bailey Engineering, Inc.
CIVIL ENGINEERING | PLANNING | CADD
CHECKED BY: DAVID A. BAILEY P.E.
DRAWN BY: JCH
REVISED
NO. DATE DESCRIPTION
A 11-10-2021 CITY OF CALDWELL & POWER
B 12-15-2021 CITY OF CALDWELL & POWER
C 03-29-2022 MASON CREEK & PIE
D 11-17-2023 DEVELOPER
SEWER & WATER PLAN & PROFILE
ESCALON PARK SUBDIVISION NO. 1
TRILOGY DEVELOPMENT
DATE: 04-2024
PROJECT: 23000-006
SHEET 5.1

EXHIBIT C

Clean Water Act Section 404 Permit Certification

The undersigned represents he/she is a duly authorized representative of City of Caldwell
(name of Licensee)

("Licensee"), and hereby certifies that a Clean Water Act Section 404 Permit is not required for Licensee's water and sewer crossing
(description of crossing(s))
crossing(s) of the Mason Drain
(name of canal, lateral or ditch)
, for the following reason:

- ☐ The crossing(s) contemplated under this Agreement will be overhead crossings and will not include any excavation in or around or any discharge of dredged or fill material into the District's facility.
- ☐ Licensee will be using the "boring" method of construction which will not include any excavation in or around or any discharge of dredged or fill material into the District's facility.
- ☐ The Mason Drain
(name of canal, lateral or ditch)
is an existing piped facility; thus, any construction impacting the facility will not include any discharge of dredged or fill material into the District's facility.
- ☐ The crossing(s) contemplated under this Agreement will be inserted into existing conduit crossing(s) of the Mason Drain
(name of canal, lateral or ditch)
.
- ☐ Licensee is in receipt of a Clean Water Act Section 404 non-jurisdictional waiver letter from the United States Army Corp of Engineers (copy attached hereto).

DATED THIS 19 day of 02, 2026.

City of Caldwell
Name of Licensee

By _____
Written Name: Hallie Hart
Authorized Title: City Engineer

EXHIBIT C

Regular **Item:** 7.

Memorandum

To:

City Council

Meeting Date:

March 2, 2026

Item Name:

Approve Resolution Accepting a Dedication of Sewer, Water, Pressure Irrigation, Storm Drain and Street Light Facilities in the Peregrine Estates Subdivision, Phase No. 6.

Summary Statement:

Recommended Action:

Budget:

Cost Impact:
Funding Source:
Timeline:

Attachments:

1. Peregrine Estates Subdivision, Phase 6 Resolution
2. 1. Dedication Request_Peregrine 6
3. 4. Per 6 Engineer's Cert signed
4. 3. QLPE Peregrine 6 Signed

RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF CALDWELL, IDAHO ACCEPTING DEDICATION OF SEWER MAIN, WATER MAIN, PRESSURE IRRIGATION MAIN LINES, STREET LIGHTS AND CERTAIN STORM DRAIN CONVEYANCE FACILITIES LOCATED IN THE RIGHT-OF-WAY IN THE PEREGRINE ESTATES SUBDIVISION, PHASE NO. 6, TO SAID CITY BY CHALLENGER DEVELOPMENT INC IN ACCORDANCE WITH PROCEDURES ESTABLISHED IN CITY RESOLUTION NO. 4-94

Be It Resolved that the City of Caldwell, Idaho hereby accepts from Challenger Development Ince, the dedication of sewer main lines, water main lines, pressure irrigation main lines, storm drain lines and streetlights within the Peregrine Estates Subdivision, Phase No. 6, and which facilities include the following appurtenances exclusively of service lines:

DESCRIPTION

Peregrine Estates Subdivision, Phase No. 6.

1. 1735 LF 12" Water Main.
2. 3755 LF 8" Water Main
3. 132 LF 6" Water Main
4. 7 EA 12" Water Valve.
5. 22 EA 8" Water Valves
6. 9 EA 6" Water Valves
7. 11 EA Single Water Meters
8. 24 EA Double Water Meters
9. 9 EA Fire Hydrants
10. 69 EA Pressure Irrigation Services
11. 2222 LF 8" Pressure Irrigation Main.
12. 1413 LF 6" Pressure Irrigation Main.
13. 1345 LF 4" Pressure Irrigation Main
14. 11 EA 8" Pressure Irrigation Valves.
15. 5 EA 6" Pressure Irrigation Valves.
16. 6 EA 4" Pressure Irrigation Valves
17. 3378 LF 8" Sewer Main
18. 16 EA 48" Sewer Manhole
19. 577 LF 12" Storm Drain Main
20. 3 EA 48" Storm Drain Manhole
21. 13 EA Street Lights

Be It Also Resolved That the City of Caldwell's acceptance of said facilities is subject to cancellation if said improvements are found to be defective. Said improvements are considered to be defective if it is found that construction is not in accordance with Idaho Standards for Public Works Construction (2015) and City of Caldwell Supplemental Specifications. This cancellation will occur if said lines are determined defective within two years after the effective date of this resolution and Trilogy Development Inc or their assigns do not correct the defective work.

The Clerk of the City of Caldwell is hereby directed to submit this resolution to the County recorder of Canyon County, Idaho for recordation, and that a copy of said recorded document be forwarded by the City Clerk to the Engineering Department of said City of Caldwell for preservation in an index of Dedications.

PASSED BY COUNCIL of the City of Caldwell, Idaho, this the 2nd day of March, 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho, this the 2nd day of March, 2026.

Approved By:

_____

Eric Phillips, Mayor

Attest:

_____

Kristina Buchan, City Clerk

Challenger Development, Inc.

1977 E. Overland Road
Meridian, ID 83642

January 23, 2026

I, Corey Barton, as Member of Challenger Development Inc., and developer of Peregrine Estates #6, hereby request that the City of Caldwell accept dedication of all public utilities located in this development.



CITY OF
Caldwell, Idaho

JAROM WAGONER
Mayor

208.455.3011
(f) 208.455.3003

City Hall
205 South 6th Ave.
Caldwell, Idaho 83605

Post Office Box
P.O. Box 1179
Caldwell, Idaho 83606

For a list of the City Council members, visit:
Website
www.cityofcaldwell.org

ENGINEER'S CERTIFICATION FORM
(City of Caldwell)

Peregrine Estates Subdivision No. 6
Name of Subdivision

Challenger Development
Developer

Matt Price
Engineer of Record

I hereby certify the following:

1. Trench backfill compaction testing was performed per ISPWC 2015.
2. Construction was performed substantially to the lines and grades shown in the approved plans or as approved by the City Engineer.
3. Based on tests performed, the asphalt pavement meets the standards of ISPWC 2015.
4. Survey points indicated on the final plat are in place as of the date of this certification.
5. An electronic copy of the approved record drawings have been submitted to the city.

Any of the above items which cannot be fully certified are explained on a separate sheet of paper and attached hereto and stamped by the Engineer of Record.

Matt Price
Signature of Engineer / Representative

Date 1/23/2026

Engineers Stamp



State of Idaho
Department of Environmental Quality
1410 North Hilton • Boise, Idaho 83706 • (208) 373-0502

QUALIFIED LICENSED PROFESSIONAL ENGINEER (QLPE) REVIEW AND APPROVAL CHECKLIST

About this form

- This checklist is optional to use and is guidance from DEQ to qualified licensed professional engineers (QLPE). This checklist describes the required elements of a QLPE project transmittal letter and is intended to assist DEQ in the tracking of drinking water and wastewater projects, as well as assist the QLPE in reviewing and approving certain types of Plans and Specifications.
- This checklist should be filled out by the qualified licensed professional engineer (QLPE) when the QLPE is reviewing and approving a project for construction under Idaho Code § 39-118(2)(d). If the project requires DEQ approval prior to construction, the QLPE shall direct the Design Engineer to submit the plans and specifications through the normal DEQ review process.
- This checklist may be used in place of a transmittal letter from the QLPE.
- This and other design checklists are available at any DEQ regional office or online at http://www.deq.state.id.us/water/assist_business/engineers/checklists.cfm.
- **The other checklists include additional information about submitting a package of plans and specifications for DEQ review.**

I. GENERAL PROJECT INFORMATION

1 Project Name: Peregrine Estates Subdivision No. 6

2 Approving Authority*: City of Caldwell

3 Qualified Licensed Professional Engineer:

Name: Hallie Hart

Employer: City of Caldwell

4 This approval is for:

☒ Public drinking water system simple water main extension

☒ Public sewer system simple wastewater main extension

5 Design Engineer

Name: Matt Price

Employer: J-U-B Engineering, Inc.

6 Project Owner or Developer: (Please provide exact name of owner or authorized representative)

Name: Shawn Brownlee

Firm: Trilogy Development

Address: 9839 W. Cable Car Street, Suite 101

City: Boise State: Idaho ZIP: 83709

* Approving Authority refers to the City, County, Quasi-Municipal Corporation, or Regulated Public Utility that is approving the plans and specifications per Idaho Code 39-118(2)(d).

II. REQUIRED CERTIFICATIONS

Checklist Item	Yes
A) I am the QLPE representing the Approving Authority.	☒
B) This project consists of simple wastewater main extension(s), simple water main extension(s), or both. It complies with the current facility plan or preliminary engineering report. The water or wastewater system has adequate capacity for the project. (If required, please include declining balance spreadsheet to demonstrate capacity)	☒
C) The Approving Authority has committed to serve this project and has reserved capacity for it. (Attach separate will serve letter or other documentation if needed.)	☒
D) The Approving Authority will own and operate the project upon completion of construction. (Attach separate letter or other documentation if needed.)	☒
E) I have reviewed the plans and specifications and verified that they comply with the facility and design standards (IDAPA 58.01.08 and IDAPA 58.01.16) and engineering standards of care.	☒

III. PLAN & SPECIFICATION APPROVAL

Checklist Item	Yes
A) As the QLPE for the Approving Authority, I have approved the plans and specifications for construction. I am not the design engineer, nor was I otherwise involved in the design.	☒
B) The plans and specifications have been marked as "Approved for Construction", and a copy of the approved plans were transmitted to DEQ with this checklist.	☒
C) The plans are for simple wastewater main extension(s), simple water main extension(s), or both. No mechanical systems such as drinking water sources, treatment facilities, booster stations, storage facilities, or wastewater systems such as lift stations or treatment works are included with this project. **	☒
D) This extension project will connect to: 1) Existing drinking water and/or wastewater mains owned by the Approving Authority.	☒
OR	
2) A future main(s) not existing at the time of approval. The future main(s) will be owned by the Approving Authority. In such cases, sanitary restrictions will remain in force.	☐

** Portions of a project that require DEQ approval must be approved by DEQ prior to the QLPE approval of the drinking water or wastewater extensions. Alternatively, the drinking water and/or wastewater extensions may be submitted to DEQ for approval of the entire project.

IV. SANITARY RESTRICTIONS

If the project includes drinking water and wastewater main extensions that will be reviewed and approved separately, the two Approving Agencies must coordinate the review and approval as it pertains to the lifting of sanitary restrictions.

Recommendation	Yes
I have reviewed and approved all drinking water and wastewater improvements included in this project, and I recommend that the district health department release sanitary restrictions.	☒
OR	
I have reviewed and approved only the drinking water ☐ wastewater ☐ (check one) improvements included in this project, and I recommend that the district health department release sanitary restrictions once they receive the approval from the other Approving Authority.	☐
OR	
I recommend that the district health department leave sanitary restrictions in place.	☐

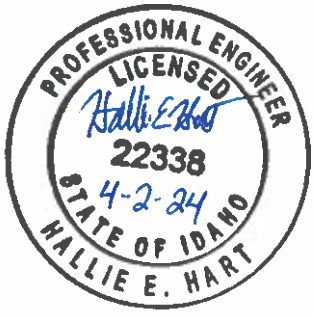
V. NOTE ON RULES AND STANDARDS

This checklist addresses the majority of common items from the Idaho Rules for Public Drinking Water Systems (IDAPA 58.01.08), the Wastewater Rules (IDAPA 58.01.16, for QLPE approval of projects. However, this checklist is not all-inclusive, and users are expected to fully understand the rules and standards, apply them where necessary, and request interpretations from DEQ if there are any questions. DEQ regional offices may have additional written information that will assist in the design/approval process.

VI. QLPE CERTIFICATION

All responses indicated on the checklist above are accurately reflected in the attached Plans and Specifications.

QLPE's, Signature, Date and Seal



Memorandum

To:

City Council

Meeting Date:

March 2, 2026

Item Name:

Approve Resolution Ratifying a contract addendum for Lead & Copper Sampling program management between City of Caldwell Water Department & 120Water.

Summary Statement:

The EPA's Lead & Copper Rule Revisions (LCRR) requires Public Water Systems to sample at locations that are particularly susceptible to high lead or copper concentrations. The City of Caldwell Water Division wishes to ratify their contract addendum with 120Water, which will enable 120Water to expediently assist the City with the required LCR Sampling Program Management with support for centralized data management, sample kits, lab coordination, and consumer communication strategy to targeted residents with potentially hazardous water service line pipe materials.

Recommended Action:

In order to fulfill regulatory obligations as well as create a defensible public record within 120Water's platform, Public Works Dept. & Water Division recommends Council approve ratification of the purchase order as drafted.

Budget: Budgeted

Cost Impact: $5,751.20
Funding Source: 2026 Budget approved by City Council 70-8-25-100-63570
Timeline:

Attachments:

1. 120Water Lead&Copper sampling program contract
2. Resolution approval 120Water LCR Sampling Program

120Water

NBE - Caldwell PWS, ID - LCR Sampling 2026

Customer - Caldwell PWS - ID
411 Blaine St,, P.O. Box 1179
Caldwell, ID 83605
United States

Ian Biddle
ibiddle@cityofcaldwell.org
(208) 455-4782

Reference: 20260130-074746860
Quote created: January 30, 2026
Quote expires: April 30, 2026
Quote created by: Jordan Packard
Account Manager
jordan.packard@120water.com

Comments from Jordan Packard

Products & Services

Item Name & Description	Unit Price	Quantity	Term (months)
LCR Sampling End-to-end LCR Sampling program management with support for centralized data management, sample kit and lab coordination, and consumer communication strategy.	$5,000.00	1	12
1 Bottle Lead & Copper Test Lead and copper analytes testing for 1 bottle	$46.14	30	12
1 Bottle 1L Kit 1 Bottle Compliance Kit	$46.20	35	12

One-time subtotal	$5,751.20
	after $2,250.00 discount
Total	**$5,751.20**
Total contract value	**$5,751.20**

Purchase terms

Fees will be invoiced upon signature of this order form and will be due Net 30 from the invoice date.
Invoice Terms:
Billing Street Address:
Billing City:
Billing State:
Billing Zip Code:
Billing Country:
Billing Notes (if applicable):

This Order Form, together with the Master Services Agreement available at https://120water.com/master-services-agreement/ (the "MSA"), shall become a legally binding contract upon the earlier of (a) the date both parties execute the Order Form or (b) the date Customer initially began using the Services. Any capitalized word not otherwise defined in this Order Form shall have the same meaning as set forth in the MSA.

120Water may reject this Order Form if: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their end of the Term.

Signature

Signature

Date

Printed name

Countersignature

Countersignature

Date

Printed name

Questions? Contact me

Jordan Packard
Account Manager
jordan.packard@120water.com

120Water
250 S Elm St
Zionsville, IN 46077
US

RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Caldwell, Idaho, to ratify the 120Water LCR Sampling Program Management contract in the amount of $5,751.20 which will enable 120Water to expediently assist the City with the required notifications and sample kits to targeted residents with potentially hazardous water service line pipe materials.

This cost will be accommodated within the approved 2026 budget approved by City Council.

PASSED BY THE COUNCIL of the City of Caldwell, Idaho this 2nd day of March 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho this 2nd day of March 2026.

Approved

By _____
Eric Phillips
Mayor

ATTEST:

By _____
Kristina Buchan
City Clerk

Memorandum

To:

City Council

Meeting Date:

March 2, 2026

Item Name:

Approve Resolution Authorizing Records destruction for Wastewater, Cemetery, Utility Billing, and Clerk Departments

Summary Statement:

All records listed in included exhibits have reached their statutorily required retention timelines. Destruction of these records will help ease storage issues in City Hall and annex buildings and will allow for more appropriate documents storage.

Recommended Action:

Approve the Resolution authorizing destruction

Budget:

Cost Impact:
Funding Source:
Timeline:

Attachments:

1. Destruction Resolution_final
2. Request for Records Destruction - ClerkCemetery
3. Request Form for Destruction of Records Feb 2026
4. Water Finance 2025 records destruct

RESOLUTION _____

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF CALDWELL AUTHORIZING THE DESTRUCTION OF RECORDS PURSUANT TO IDAHO CODE SECTIONS 50-907 AND 50-908 AND THE CITY RECORDS POLICY.

The following resolution and order was considered and adopted by the Caldwell City, Idaho Mayor and Council on this 2nd day of March, 2026.

WHEREAS, Idaho Code § 50-301 grants general powers and duties to the restrictions of law, to the mayors and councils of their respective cities; and

WHEREAS, Idaho Code § 50-301 authorizes the Mayor and Council / Cities to manage city property subject to restrictions including, but not limited to, those described in Idaho Code; and

WHEREAS, Idaho Code § 50-602 gives the mayor chief administrative powers including the superintending control of all … affairs of the city; and

WHEREAS, Idaho Code § 50-907 provides that, following the required period for retention, City semipermanent records and temporary records may be ordered destroyed by resolution of the city council and upon the advice of the city attorney unless otherwise prohibited by law; and

WHEREAS, Idaho Code § 50-908, designated the city clerk as the municipal records manager of their city and has the responsibility to oversee the retention and destruction of municipal records as directed by state and federal statutes and regulations and city ordinances, resolutions, and policies; and

WHEREAS, City of Caldwell has limited space to store records maintained by City departments, and the following departments desire to destroy certain records, as set forth in Exhibit "A" as provided by the city clerk, in order to make room for other records and/or use: Clerk, Wastewater, Cemetery, Utility Billing.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Mayor and Council of the City of Caldwell, Idaho, that the semipermanent records listed in Exhibit "A" shall be retained for a period of not less than five (5) years after the date of issuance or completion of the matter contained within the record.

That the temporary records listed in Exhibit "A" shall be retained for not less than two (2)

years, but in no event shall financial records be destroyed until completion of the city's financial audit as provided in Idaho Code § 64-450B.

Pursuant to Idaho Code § 50-907, the records listed in Exhibit "A" shall be destroyed after the applicable period of retention based upon this Resolution and the advice of the city attorney. Such disposition shall be under the direction and supervision of the city clerk

PASSED BY THE COUNCIL of the City of Caldwell, Idaho on this 2nd day of March, 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho this 2nd day of March, 2026.

By: _____
Eric Phillips
Mayor

ATTEST:

By:_____
City Clerk

CITY OF CALDWELL
REQUEST FOR DESTRUCTION OF RECORDS FORM

Department: Clerk/Cemetery

Date: 2/25/26

***All documents classified as "PERMANENT" associated with the attached request for records destruction must be scanned for archive purposes, thus serving as the permanent electronic record, pursuant to Idaho Code (§50-907) and the City of Caldwell Records Policy. No "HISTORICAL" documents shall be requested for destruction.**

Records Description	Type of Record (*Permanent, Semi-Permanent, Transient, Temporary)	Date of Records From: To:
Interment Orders	Temporary	January 1 — December 2024
Burial Transit Permits	Permanent	1969-1976
all documents have been scanned & attached in LF and CIMS. 2 HR		

CITY OF CALDWELL
REQUEST FOR DESTRUCTION OF RECORDS FORM

Department: Wastewater Treatment Plant

Date: 2/09/2026

Records Description	Type of Record (Permanent, Transient, Temporary)	Date of Records From: To:
Pretreatment Monitoring Data, Compliance Reports	Semi-Permanent	2001 to 2012
Pretreatment -QA/AC Reports	Semi-Permanent	1993-2002
Pretreatment QA/QC Reports	Semi-Permanent	1993-2002
Operations Logs	Semi-Permanent	2016
Pretreatment Inspections	Semi-Permanent	1992-2014
Pretreatment QC/Proficiency Samples	Semi-Permanent	1978-1991
Septic Hauler Dump Records	Semi-Permanent	Jan 2016 – Dec 2019
Septic Hauler Dump Records	Semi-Permanent	Jan- Dec 2015
Septic Hauler Dump Records	Semi-Permanent	Jun 2018-Nov 2019
Septic Hauler Records	Semi-Permanent	Jan-Dec 2015
WET Reports	Semi-Permanent	2001-2013
WET Reports	Semi-Permanent	2001-2013
WET Reports	Semi-Permanent	2015-2016

CITY OF CALDWELL
REQUEST FOR DESTRUCTION OF RECORDS FORM

Department: _Utility Billing_____

Date: _____2026_____

Records Description	Type of Record (Semi-Permanent, Transient, Temporary)	Date of Records From: To:
Billing Adjustment Reports	Semi-Permanent (5yrs)	Sept 2020 & before
UB Cash Receipts	Semi-Permanent (5yrs)	Sept 2020 & before
Daily Deposits	Semi-Permanent (5yrs)	Sept 2020 & before
OTC, IVR,WEB & BBP Reports	Semi-Permanent (5yrs)	Sept 2020 & before
Sewer Rate Change	Semi-Permanent (5yrs)	Sept 2020 & before
Septic Haul Billing Logs	Semi-Permanent (5yrs)	Sept 2020 & before
UB Payment Receipts	Semi-Permanent (5yrs)	Sept 2020 & before
UB Billing/Payment Adjustments	Semi-Permanent (5yrs)	Sept 2020 & before
UB Deposit Records	Semi-Permanent (5yrs)	Sept 2020 & before
Golf Receipts	Semi-Permanent (5yrs)	Sept 2020 & before
Collection Reports	Semi-Permanent (5yrs)	Sept 2020 & before
Dog License Applications	Semi-Permanent (5yrs)	Sept 2020 & before
Special Web	Semi-Permanent (5yrs)	Sept 2020 & before
UB CC Receipts	Semi-Permanent (5yrs)	Sept 2020 & before
UB Service Request forms/stop service forms	Semi-Permanent (5yrs)	Sept 2020 & before

Memorandum

To:

City Council

Meeting Date:

March 2, 2026

Item Name:

Approve Resolution Authorizing the purchase of Gravity Budget Software in the non-budgeted amount of $18,250

Summary Statement:

Approval of replacement budget software with the start of the budget book over FY2026 and then new budget software for FY2026

Timeline
FY2026 $18,250
Fy2027 $64,690 a savings of $10,000 per year vs the current software.

This is requested due to ease of access in the new system and more details available in the budget book

Recommended Action:

Staff recommends approval of the resolution authorizing purchase

Budget: Finance Review
Not Budgeted

Cost Impact: $18,250
Funding Source: General Fund
Timeline: FY2026

Attachments:

1. Resolution - govsense
2. GravityClearGov SaaS Agreement - City of Caldwell, ID_V2

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE APPROVAL OF GOVSENSE SOFTWARE AGREEMENT

BE IT HEREBY RESOLVED by the Mayor and City Council that the agreement with GovSense SaaS for Utility Billing Services is approved.

PASSED BY THE COUNCIL of the City of Caldwell, Idaho this 2nd Day of March 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho this 2nd day of March 2026.

By _____
Eric Phillips
Mayor

ATTEST:

By ___
City Clerk

GRAVITY

ORDER FORM

Prepared by Name: Isaac Yermus
Prepared by Email: Iyermus@cleargov.com

Customer Information	Gravity Information
City of Caldwell, ID	**IGM US Holdings, Inc "Gravity"**
Billing Address:	**Primary Address:**
PO Box 1179	333 SE 2nd Ave,
Caldwell, Idaho 83605	Miami, FL 33131
Primary Contact Name: Raelynn North	**Contact Name:** Michael Mattson
Primary Contact Email: rnorth@cityofcaldwell.org	**Contact Title**: Chief Revenue Officer
Billing Email Address: rnorth@cityofcaldwell.org	**Contact Email**: mmattson@cleargov.com

Order Details

Subscription Start Date: 3/15/2026
Subscription End Date: 9/30/2029
Currency: USD
Payment Term: Net 30

Annual Recurring Base Software Fee: $64,690
Total One-Time Services Fee: $28,350
Annual Price Adjustment: 5%
Contract Term: 42.5 Months

Software Services

Product/Service	Additional Details (If applicable)
Core Environment & User Access Setup	
Budget Book Automation – Software Data Integration Single Sign-On ADA Compliance	Subscription Start Date: 3/15/2026 Subscription End Date: 9/30/2029
Personnel Budgeting – Software Operating Budgeting – Software Capital Budgeting – Software Dashboards (Up to 4 dashboards)	Subscription Start Date: 10/1/2026 Subscription End Date: 9/30/2029
TOTAL SOFTWARE SERVICES FEE	**See Billing Schedule Below**

Professional Services

Service	Additional Details (If applicable)
Budget Book – Set-up	
Data Integration – Set-up	
Personnel Budgeting – Set-up	
Operating Budgeting – Set-up	
Capital Budgeting – Set-up	
Dashboards (Up to 4 dashboards) – Set-up	
TOTAL PROFESSIONAL SERVICES FEE	**$28,350**

Billing Table		
Start Date	**End Date**	**Total Amount**
3/15/2026	9/30/2026	$18,250
10/1/2026	9/30/2027	$93,040
10/1/2027	9/30/2028	$67,925
10/1/2028	9/30/2029	$71,321

Additional Details:

See Statement of Work attached as Exhibit A

First year fees are payable net 30 days from the Effective Date of this Agreement.

"Notwithstanding anything to the contrary in this Agreement, all indemnification, limitation of liability, and exclusive remedy provisions shall apply only to the extent permitted by applicable Idaho law."

Signatures

This Order Form is entered into between IGM US Holdings, Inc., with its principal place of business at 333 SE 2nd Ave, Miami, FL 33131 ("Company" or "Gravity"), and the entity identified above ("Customer"), and is effective as of the date on which the last party executes this Order Form "the "Effective Date").

This Order Form includes and incorporates the attached Terms and Conditions ("T&Cs"), as well as any applicable Statement of Work ("SOW") incorporated herein, in the event Professional Services are purchased. The Order Form, T&Cs, and any SOW shall collectively be referred to as the "Agreement."

IGM US Holdings, Inc

Signature:
Name:
Title:
Date:

City of Caldwell, ID

Signature:
Name:
Title:
Date:

TERMS AND CONDITIONS

1. **Software as a Service ("SAAS") SERVICES AND SUPPORT**
   1.1. Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services in accordance with the Service Level Terms attached hereto as Exhibit B.
   1.2. Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the Support Terms attached hereto as Exhibit C.

2. **RESTRICTIONS AND RESPONSIBILITIES**
   2.1. Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

   2.2. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services.

   2.3. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment and the administrative and user passwords.

3. **CONFIDENTIALITY; PROPRIETARY RIGHTS**
   3.1. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

   3.2. Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

   3.3. No rights or licenses are granted except as expressly set forth herein.

4. **PAYMENT OF FEES**

4.1. Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to increase the Service Fees to reflect inflation and ongoing enhancements applied to the software platform, to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2. Company will bill through an invoice. Full payment for invoices issued in any given month must be received by Company within thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than taxes based on Company's net income.

5. **TERM AND TERMINATION**

5.1. Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the SaaS Services Agreement, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.2. Termination for Non-Appropriation of Funds: Contract will terminate if funds are not appropriated for it in the contracting entity's budget for each future fiscal year. The contract will terminate on the last fiscal year for which funds were appropriated within the term.

5.3. In addition to any other remedies, it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval fora period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. **WARRANTY AND DISCLAIMER**

6.1. Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. **LIMITATION OF LIABILITY**

7.1. NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. **MISCELLANEOUS**

8.1. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub-licensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of Idaho without regard to its conflict of law provisions. Customer agrees to reasonably cooperate with Company to serve as a reference account upon request.

EXHIBIT A
Statement of Work

This Statement of Work ("SOW") defines the scope, objectives, deliverables, and responsibilities associated with the implementation of the SaaS Solution and Implementation Services purchased under the applicable Order Form.

The specific modules and services to be implemented are as outlined in the Order Form and will be delivered in accordance with this SOW.

Each module follows a structured, milestone-based implementation process. When multiple modules are purchased as part of a bundle, implementation will be conducted as a unified project to streamline activities and ensure cross-module consistency.

Implementation Methodology & Responsibilities

Implementation Approach

Our methodology is iterative and collaborative, rooted in best practices from both public and private sector deployments. It emphasizes co-design, proactive communication, and phased delivery to ensure successful adoption and long-term sustainability.

Each project begins with a Joint Application Design Session (JADS), where our teams collaborate to define the solution framework and implementation plan. This is followed by structured milestones: Discovery, Data Integration, Configuration, Delivery, and Sign-Off. Final user training and transition to support are included in all deployments. The detailed definitions, deliverables, and responsibilities for each phase will be provided later in a detailed project plan, which accompanies the SOW.

Client Responsibilities

The success of the implementation depends on active participation, timely decision-making, and clear communication. To support this, the Client agrees to:

- Assign a primary project lead to coordinate internal resources and communications
- Participate in all milestone activities and design sessions (e.g., Joint Application Design Sessions – JADS)
- Provide timely access to relevant data, documentation, and legacy systems
- Review and approve project deliverables in a timely manner
- Attend configuration reviews, training sessions, and system testing as scheduled
- Perform data validation and confirm accuracy of loaded information prior to go-live
- Provide formal sign-off on deliverables within ten (10) business days of submission; if no feedback or objections are received, deliverables will be considered accepted
- Notify Gravity promptly of any internal changes that may impact project scope or timeline

Assumptions

- Implementation services are delivered remotely unless otherwise agreed
- Project success depends on timely inputs from both parties
- Client-side approvals and resourcing will be in place before project kickoff
- Change orders are required for scope or timeline modifications

Milestone 1: Discovery and Planning (Joint Application Design Sessions – JADS)

In this phase, Gravity and the Customer will collaborate through Joint Application Design Sessions (JADS) to define the solution framework, establish key project plans, and align on configuration requirements. This milestone sets the foundation for a successful implementation by aligning both teams on scope, expectations, and timelines.

Objectives:

- Review and validate the project scope, contracts, and software subscription licenses
- Assess the Customer's current systems, documentation, reports, and templates
- Define the solution framework, workflows, and data structures within Gravity
- Identify any functional gaps or risks and outline a mitigation plan
- Establish project start and end dates and a preliminary timeline
- Confirm roles, responsibilities, and communication protocols

Deliverables:

- Finalized project plan and implementation timeline
- Configuration guide detailing the proposed Gravity system setup
- Roles and responsibilities matrix
- Risk log and mitigation strategies
- Documentation of current state review and system assessment

Milestone 2: Data Integration

Following the completion of the Discovery and Planning phase, Gravity and the Customer will begin configuring the system based on the jointly defined solution design. During this phase, Gravity will configure data elements, integrations (if purchased), and validation logic to align with the Customer's business requirements. Ongoing collaboration will be essential to review configurations, resolve issues, and ensure alignment as questions or changes arise.

Objectives:

- Configure data elements, roles, reports, dimensional structures, and workflows in accordance with the agreed-upon design
- Establish integration with source systems or ingest structured data from the Customer
- Configure automated data imports, mapping structures, and validation logic
- Load, validate, and test required datasets
- Align on configuration changes through iterative reviews with the Customer

Deliverables:

- Data integration framework and documentation
- Configured system environment reflecting the Customer's structure and workflows
- Validated data imports with quality assurance (QA) checks
- Initial test results and configuration sign-off
- Import configuration templates (e.g., for data file extracts and imports)

Milestone 3: Configuration

With data structures and integration points established, the Configuration phase focuses on building the Gravity system to meet the Customer's approved design specifications. Gravity will configure templates, workflows, business rules, reports, outputs, and user roles to ensure alignment with project objectives. This phase also includes planning for module delivery and documenting any necessary, changes, updates and modifications prior to full acceptance

Objectives:

- Configure system components including database models, dimensions, cubes, rules, and views
- Build module-specific templates, data entry forms, workflows, and dashboards
- Set up user roles, groups, and approval routing based on the design
- Conduct internal system testing, review and QA
- Identify and document required adjustments based on testing feedback

Deliverables:

- Fully configured Gravity environment aligned to the approved scope
- Module-specific templates and workflows
- Role-based access and routing setup documentation
- Formal configuration, module delivery and acceptance

Milestone 4: Project Sign Off

In the final phase of the implementation, Gravity and the Customer will complete final testing, formalize acceptance of delivered modules, and transition the relationship to the Training, Customer Success, and Support teams. This phase ensures that all agreed-upon deliverables have been met and that the Customer is equipped for a successful go-live and continued system adoption.

Objectives:

- Complete final testing and obtain user acceptance of the configured solution
- Review implementation experience and assess outcomes with the Customer
- Upload final project documentation and system configurations
- Confirm delivery of all in-scope modules and services per the implementation plan
- Prepare system for transition to training and post-go-live support

Deliverables:

- Formal module and project sign-off documentation signed by both parties
- Delivery of all purchased modules and implementation services
- Uploaded documentation and/or training recordings
- Transition summary and handoff to Training, Customer Success, and Support teams
- Communication and support plan for end-user engagement

Milestone 5: Training

Gravity will work collaboratively with the Customer to deliver effective training tailored to user roles and the modules in scope. Standard training materials for administrators and end users will be provided. Training may be delivered by Gravity and/or the Customer, depending on internal preferences and capacity. Prior to training, a plan will be reviewed and agreed upon to ensure alignment with the Customer's internal rollout and support needs.

Objectives:

- Develop a training plan based on the approved configuration and user roles
- Deliver administrator and/or end-user training aligned to the modules deployed
- Confirm successful knowledge transfer

Deliverables:

- Training plan reviewed and approved by the Customer
- Standard training materials (Admin and End User) delivered
- Completed training sessions for applicable user groups
- Support transition and knowledge transfer plan finalized

This Statement of Work shall be governed by the terms and conditions set forth in the applicable Order Form and the associated Terms and Conditions document between the parties.

EXHIBIT B
Service Level Terms

The Services shall be available 99.9%, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third-party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Company will credit Customer 5% of Service fees; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash. Company will apply any credits accumulated in the prior annual period, towards the Service Fees in the next annual period.

EXHIBIT C
Support Terms

Gravity will provide Technical Support to customer via e-mail Monday – Friday between 8am – 8pm Eastern Time ("Support Hours").

Customer may initiate a helpdesk ticket by emailing support@onegravity.com.

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

Memorandum

To:

City Council

Meeting Date:

March 2, 2026

Item Name:

Approve Resolution authorizing the purchase of a new Utility Billing Software to processes and track all Water, Sewer, Garbage and Street light Utility Fees in the budgeted amount of $ 207,570.00

Summary Statement:

Recommended Action:

Budget:

Cost Impact:
Funding Source:
Timeline:

Attachments:

1. Resolution - govsense
2. GovSense Proposal for Utility Billing
3. Caldwell, ID_GovSense_SaaS_Agreement_24_Feb_2026
4. City of Caldwell ID_SSA&PCA (2)

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE APPROVAL OF GOVSENSE SOFTWARE AGREEMENT

BE IT HEREBY RESOLVED by the Mayor and City Council that the agreement with GovSense SaaS for Utility Billing Services is approved.

PASSED BY THE COUNCIL of the City of Caldwell, Idaho this 2nd Day of March 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho this 2nd day of March 2026.

By _____
Eric Phillips
Mayor

ATTEST:

By ___
City Clerk

GovSense Software and Services Proposal For Caldwell, ID

December 12, 2025

GovSense
11675 Great Oaks Way, Suite 125
Alpharetta, GA 30022

GovSense

Our mission is to commit every single day to helping our customers thrive and reach new levels of success they never thought possible

The information contained in this document is confidential. This document must not be disclosed to any third party without prior notification and consent from GovSense, LLC.

About GovSense

Founded in 2015 and headquartered in Alpharetta, Georgia, GovSense developed the first unified, true-cloud Government Resource Planning (GRP) solution designed specifically for local governments. Unlike legacy systems that are cumbersome and disjointed, GovSense provides a modern, easy-to-use, and fully integrated solution that enables collaboration across departments in finance, budgeting, utility billing, project and fund management, asset management, permitting, inspections, and licensing.

Our solution increases efficiency, transparency, and security, allowing jurisdictions to eliminate outdated, siloed systems and embrace a unified, role-based platform that empowers decision-making and streamlines workflows. GovSense serves over 60 communities, serving more than 2 million citizens.

GovSense is natively built on the Oracle NetSuite platform, the world's leading cloud-based Enterprise Resource Planning (ERP) solution, which is utilized by over 40,000 organizations globally.

Why GovSense?

The City of Caldwell will gain significant advantages with GovSense's ERP software solution:

- **Intuitive & Efficient** – The GovSense interface is designed for ease of use, minimizing clicks and simplifying even the most complex transactions. Unlike traditional systems that require extensive training and manual workarounds, GovSense is intuitive and user-friendly, tailored to your workflows.
- **Powerful & Collaborative** – Built as a true-cloud solution, GovSense fosters seamless interaction between departments, leadership, and citizens. The system enables real-time data sharing, limitless reporting, and transparent workflows—without the costly maintenance and inflexibility of traditional systems.
- **Fast & Scalable** – GovSense enables jurisdictions to work faster and smarter, with automated workflows, dynamic reporting, mobile access, and real-time dashboards. Unlike static, outdated ERP solutions, GovSense continuously evolves, ensuring that every user is always on the latest version.
- **Unmatched Security & Reliability** – GovSense eliminates the risks associated with self-hosted, on-premise systems, which are increasingly vulnerable to cyberattacks. Our enterprise-grade cloud security ensures resilience, compliance, and seamless access, allowing local governments to operate with confidence.

A Smarter, More Connected Government

Historically, public sector agencies have been forced to work with standalone systems that do not communicate effectively across departments. GovSense uniquely eliminates these inefficiencies by offering a truly unified platform that enables multi-department collaboration within a single solution.

- **360-Degree Organizational Visibility** – GovSense provides a single source of truth, allowing departments to eliminate data silos and access relevant information in real time. This enables better decision-making and fosters engagement between government and community stakeholders.

- **Access Anytime, Anywhere** – Unlike on-premise systems that limit mobility, GovSense provides secure, cloud-based access on any device. Field teams, finance staff, and leadership can work seamlessly from any location, increasing efficiency and ensuring data accuracy. GovSense is browser-agnostic and supports iOS, Android, and all major web browsers.

A Trusted Partner in Government Innovation

GovSense is more than just a software provider—we are a long-term strategic partner dedicated to helping local governments streamline processes, enhance citizen engagement, and increase operational efficiency. Our approach is built around:

1. **Customer-Centric Partnership** – We don't just sell software; we work side-by-side with jurisdictions to ensure long-term success. Our dedicated team acts as trusted business advisors, tailoring solutions to meet the specific needs of each organization.
2. **Built for the Future** – GovSense was designed for scalability, eliminating the need for frequent system replacements. Our cloud-based platform grows with you, adapting to evolving regulatory and operational needs without the constraints of outdated software.
3. **Seamless, Cost-Free Updates** – GovSense customers never pay for system updates. All feature enhancements and security updates are deployed automatically, ensuring your system stays up to date without costly IT intervention or system downtime.



GovSense Utility Billing Module

Utilities/Utility Billing – Having an online utility billing software is a must have for modern jurisdictions; your constituents demand the ease of online payment, and you should take full advantage of the resource savings it provides. Often dismissed as "easier said than done", GovSense's cloud-based utility billing solution can truly make it easy for you to provide secure, dependable, and efficient online utility billing for major utilities like gas, water, sewage, and many more. With GovSense's user-friendly solution, you can easily bill customers, manage customer accounts, and streamline the billing process. GovSense can help make your processes more streamlined and efficient. Our utility billing software is designed specifically to serve local government, which means we are able to solve your jurisdiction's unique challenges. Whether you are looking to analyze utility data trends, maintain a comprehensive historical record of accounts and services, or provide your constituents with the convenience of a 24/7 online payment portal, GovSense is here to help.

- Reducing in-person visits and phone calls that save constituents time and make it easier for you to manage billing history, resolve issues and receive revenue faster.
- Helping you easily analyze consumption trends based on real-time data.
- Eliminate paper processes so you have access to complete data and can track payments and historical information.
- Provide easy-to-produce, preconfigured reports that facilitate audits, conflict resolutions and increase accuracy of trend data for better decision making.

Faster, More Strategic Implementations

GovSense's business-driven implementation approach is designed to deliver value quickly, without the delays and excessive customization required by legacy solutions. We deploy solutions in weeks and months, not years, tailoring the platform to your specific needs without the heavy IT burden.

A prime example is the City of North Augusta, which transitioned from their previous system to GovSense's fully cloud-based platform in just six months. This streamlined implementation allowed the city to enhance efficiency, improve inter-departmental collaboration, and provide greater transparency to residents—all within a fraction of the time traditional ERP systems require.

Provided is a simple overview of the implementation milestones:

Milestone	Objectives
Kickoff Workshop	Review track-specific system functionality vs. best practices, data and process flows, system objects, functional requirements and source data
Working Models	Review unified processes and supporting designs, identify and validate department-specific processes, confirm user stories and requirements
Validation	View system demos in sandbox with majority of changes in place, perform screen-by-screen layout and content review then freeze requirements

Unit Testing	Ensure that individual functions are working and verify that scoped requirements are being met
Integrated Testing	Test all scenarios and use cases against configuration and system integrations; focus on subset of data to facilitate testing
End-to-End Testing	Flow test scenarios from end to end, validating integration points across systems; focus on validation of entire data set
Go-Live	Begin cutover Friday evening, validation testing Sunday, full production go-live Monday. This is typically aligned to a new fiscal period.

GovSense Pricing

GovSense

GovSense Estimate for: Caldwell, ID
Payment Terms Net 30
Contract Term Initial Term1 Year - Annual Billing
Expiration Date 31-Jan-26

GovSense SaaS & Support Fees		
Item	**Description**	**Amount**
GovSense SaaS	GovSense Modules - 20 Users	$73,132
	Total Software	**$73,132**
GovSense Support	Cloud Priority Support	$14,626
	Total Software and Support	**$87,758**

One-Time Implementation Fees		
One-Time Costs	**Description**	**Amount**
Project Management	Project Management for the duration of the project	$20,000
Design	Documentation of how the application will be configured	$8,000
Implementation	Configuring the application & documentation	$24,000
UAT	User Acceptance Testing and necessary modifications	$8,000
Data Conversion	Data conversion and integrations	$12,000
Portal	Portal Build Out	$20,000
Integration	Integration to 3rd Party Applications	$20,000
Optimization	Post-Launch modifications	$8,000
Total One-Time Cost		**$120,000**

Notes:
Travel expenses not included in this estimate

GovSense, LLC
SaaS Services Agreement

Business Name: City of Caldwell (hereinafter, "Client" or "You")

Contact Name: Rae Lynn North Email address: rnorth@cityofcaldwell.org

Street Address: 205 South 6th Ave

City: Caldwell State: ID Zip Code: 83605

Telephone Number: 1-208-455-4686

Accounts Payable Contact Name: Rae Lynn North A/P Contact Email: rnorth@cityofcaldwell.org

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This Software-as-a-Service (SaaS) Services Agreement (the "**Agreement**") is between You and GovSense, LLC, a corporate registered in the State of Georgia, with premises located at 6110 McFarland Station Drive Unit 501 Alpharetta, GA. 30004. (the "**Company**", "**we**" or "**us**") (together with You, the "**Parties**"), and it becomes effective as of the date of Your signature below (the "**Effective Date**"). This Agreement relies on certain defined terms, and these terms are specified in Section 10 or are otherwise defined in context.

1. GovSense SaaS Services. We provide access to a web-based portal containing data, reports, dashboards, and analytics through a product named GovSense (the "**SaaS Services**"). As part of the SaaS Services, the Company will provide support and maintenance services as outlined in the Support Addendum annexed hereto, as well as consulting, implementation assistance, and/or support for the GovSense product as agreed upon in one or more Statements of Work entered into hereunder.

2. User Subscriptions. Client agrees that SaaS Services are purchased as user subscriptions and may be accessed by no more than one (1) user. Additional user subscriptions may be added during the subscription Term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the subscription Term in effect at the time the additional user subscriptions are added. Such additional user subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated users only and cannot be shared or used by more than one user concurrently.

3. Grant of Rights; Intellectual Property Ownership. To provide the SaaS Services, we use proprietary software ("Software"), know-how and other items that together embody GovSense IP. The Company and its licensors own the Software, reports, and all associated intellectual property. You retain ownership of Client Information and intellectual property rights associated with such Client Information. The Company owns the Intellectual Property associated with all the content in the reports, including all information, artwork, text, trademarks, trade dress and report formatting. We grant You a non-exclusive, non-transferable, royalty-free, license to access and use the reports for Your internal business purposes during the Term of this Agreement.

3.1 Custom Developed Software. In the event the Company develops modifications or custom software ("Developed Software") or other deliverables ("Deliverables"), the Company grants to Client a non-exclusive, fully paid license to use the Developed Software and/or Deliverables for the Term of this Agreement. The use of the Developed Software and/or Deliverables shall be in accordance with this Agreement or such other written agreement as the Parties may enter into. Maintenance and support for the Developed Software and/or Deliverables may be obtained from the Company on a time and materials basis, as defined in one or more SOWs to be entered into between You and the Company, pursuant to this Agreement. The Parties understand and agree that the Developed Software and/or Deliverables is/are the property of the Company and it shall have sole and exclusive ownership of the software including all copyrights, trademarks and patents associated therewith.

4. Intellectual Property Rights. In the course of performing its duties under the SOWs entered into under this Agreement, the Company may use enhancements, discoveries, processes, methods, designs and know-how, whether or not copyrightable or patentable, which the Company conceived during the course of other consulting engagements. In addition, the Company may independently develop enhancements, processes, methods, designs or know-how during the Term of this Agreement and Client acknowledges that the Company may use such enhancements, processes, methods, designs and know-how in its business operations with other Clients. The Parties understand and agree that the custom developed enhancements, processes, methods, designs, know-how, or other such similar matters are the property of the Company and it shall have sole ownership of all such matters, including copyrights, trademarks and patents.

5. Charges and Payment of Fees. You will pay us for the SaaS Services per Exhibit A outlined in this Agreement. Furthermore, You will pay us for travel and accommodation expenses incurred at Your request.

5.1. Billing. You are responsible for payment of our invoices, and You shall pay such fees directly to us without delay or set-off, as provided in Section 5.2.

5.2. Payment Terms. All invoices are issued with payment terms of due upon receipt. GovSense requests that all payments made by client be processed via ACH or bank w ire directly to GovSense's bank account. Bank details will be provided on each invoice from GovSense. Balances not paid within forty-five (45) days after receipt of invoice shall incur interest in the amount of 1.5% per month from date due until paid. That interest shall compound monthly on the first day of each subsequent month**.**

5.3. Taxes. Unless otherwise stated, The Company's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, " Taxes"). Client is responsible for paying all taxes associated with Client's purchases hereunder. For clarity, the Company is solely responsible for taxes assessable against it based on income, property and employees.

6. Confidentiality. Confidential or sensitive information one Party (the "**Disclosing Part**y") provides to the other Party (the "**Receiving Part**y") under this Agreement shall be governed as follows:

6.1. Confidential Information. "Confidential Information" means non-public and proprietary know-how and information disclosed under this Agreement, whether oral or written or electronic, that (a) concerns the SaaS Services, the reports or the software, technology, customers, finances, methods, research, processes or procedures of either the Company or Client; and (b) is designated as "Confidential" or "Proprietary" by the Disclosing Party at the time of disclosure or within a reasonable period thereafter. Confidential Information also includes, without limitation, information relating to the disclosing party's software or hardware products which may include source code, API data files, documentation, specifications, data bases, networks, system design, file layouts, tool combinations and development methods as well as information relating to the disclosing party's business or financial affairs, which may include business methods, marketing strategies, pricing, competitor information, product development strategies and methods, Client lists, and financial results. Confidential Information also includes information received from others that the disclosing party is obligated to treat as confidential and oral information that is identified by the disclosing party as confidential. Confidential Information disclosed by a subsidiary of the disclosing party and/or its agents is covered by this Agreement. Confidential Information includes all tangible materials which contain Confidential Information whether written or printed documents, computer disks or tapes whether user or machine readable. Confidential Information shall not include any information that (1) is already known to the receiving party or its affiliates, free of any obligation to keep it confidential; (2) is or becomes publicly known through no wrongful act of the receiving party or its affiliates; (3) is received by the receiving party from a third party without any restriction on confidentiality; (4) is independently developed by the receiving party or its affiliates; (5) is disclosed to third parties by the disclosing party without any obligation of confidentiality; or (6) is approved for release by prior written authorization of the disclosing party.

6.2. Non-disclosure. As a result of the business relationship formed by this Agreement, the Parties hereto may have access to Confidential Information. The Parties agree to maintain the confidentiality of the Confidential Information and to protect as a trade secret any portion of the other party's Confidential Information by preventing any unauthorized copying, use, distribution, installation or transfer of possession of such information. The Receiving Party will retain the Disclosing Party's Confidential Information in confidence and shall not use or disclose Confidential Information except for purposes permitted under this Agreement. The Receiving Party shall be entitled to disclose Confidential Information of the Disclosing Party (i) to its employees, provided such employees are bound by non-disclosure obligations no less protective than those set out in this Agreement, and (ii) to affiliates and vendors, provided such affiliates and vendors are bound by non-disclosure obligations no less protective than those set out in this Agreement.

6.3. Standard. Each Party will use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own Confidential Information but shall not use less than reasonable care and diligence**.**

6.4. Exceptions. Sections 6.1 and 6.2 will not apply to Confidential Information the Receiving Party can demonstrate: (i) is or becomes a matter of public knowledge through no fault of the Receiving Party; (ii) was or becomes available to the Receiving Party on a non-confidential basis from a third party, provided that such third party is not bound by an obligation of confidentiality to the Disclosing Party with respect to such Confidential Information; (iii) was independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; or (iv) is required to be disclosed by law, provided that the Disclosing Party is promptly notified by the Receiving Party to provide the Disclosing Party an opportunity to seek a protective order or other relief.

6.5. Without limiting the generality of the foregoing, neither party shall permit any of its personnel to remove any proprietary or other legend or restrictive notice contained or included in any material provided by the disclosing party and the receiving party shall not permit its personnel to reproduce or copy any such material except as expressly authorized hereunder. The Confidential Information of one party may be used by the other party only to fulfill its obligations under this Agreement.

6.6. The Parties acknowledge that any use or disclosure of the other party's Confidential Information in a manner inconsistent with the provisions of the engagement letter may cause the non-disclosing party irreparable damage for which remedies other than injunctive relief may be inadequate, and both Parties agree that the non-disclosing party may request injunctive or other equitable relief seeking to restrain such use or disclosure.

6.7. The terms and provisions of this Section 6 shall survive any termination of the engagement letter for any reason for a period of 2 years.

7. Term and Termination

7.1. Term. The initial term of this Agreement shall be (**12)** months/years ("**Initial Term**"). The Agreement shall then automatically renew for additional periods each the same

length as the Initial Term (each an "**Additional Term**"; together with "**Initial Term**" the "**Term**") unless either party notifies the other in writing at least ninety (90) days before the end of any Term that it does not want the Agreement to renew, in which case this Agreement will expire at the end of the then current Term.

7.2. Effect of Termination. In the event of a termination of this Agreement (for cause or convenience), all current and future license invoices (future periods) and current service fees earned owed to GovSense by You shall become immediately due and payable. All terms and provisions under this Agreement that should by their nature survive the termination of this Agreement will so survive, including, without limitation, Sections 5.2, 6, 7.2, 8, 9, 10, 11, and 12.

8. Project Management and Change Control Process

8.1 Principal Contacts. The Company Account Manager shall be the senior account manager within The Company who shall be available to Client for purposes of discussing all work and business between them. Client shall designate an individual who shall serve as the senior manager within Client and who shall be available to The Company to discuss all work and business with The Company (the "Client Manager"). Client acknowledges that only Company personnel identified in the SOW can bind or make commitments on behalf of the Company. No other conversation, email transmission, or other communication will bind Company to any commitment discussed without acknowledgement of the identified personnel. Client and Company will not record any conversation, demonstration, training session by phone or video conferencing software without prior acceptance of identified personnel of Client or Company.

8.2 Acceptance and Rejection of Deliverables. Any Deliverable created by The Company for Client under this Agreement that is reasonably and in good faith determined, at the time of submission for acceptance, by Client not to comply with the specifications or the specific acceptance criteria set forth within the controlling SOW will be corrected by The Company without charge as part of the iteration/sprint process. Upon correction of any failures to meet the applicable written specifications and/or acceptance criteria in the controlling SOW, The Company shall make a commercially reasonable effort to correct such failures, after which The Company shall again submit said Deliverable(s) for acceptance review by Client. During the process of curing any rejection of Deliverables, The Company shall not be obligated to undertake any new or subsequent iterations or sprints until the rejected Deliverables are accepted by Client. Client shall, unless provided otherwise in a controlling SOW, have five business days from the submission of Deliverables for acceptance to either accept or reject the Deliverables submitted. In the event that Client has failed to either accept or reject submitted Deliverables within the controlling review period, said Deliverables shall be deemed accepted without qualification or caveat by Client. Upon unqualified acceptance of any Deliverable, Client shall be deemed to have agreed that, in the absence of a hidden defect in the Deliverable which could not reasonably be uncovered by Client by exercising due diligence and/or appropriate testing methodologies, the accepted Deliverable(s) in all respects meet each and every relevant and applicable specification and acceptance criteria for said Deliverable, and shall waive and forever release any claims to the contrary.

In the absence of unqualified acceptance by Client of *all* Deliverables and/or Milestones set forth in an executed SOW, The Company shall be under no obligation to enter into any further or subsequent SOWs with Client or to engage in further sprint(s) / iteration(s).

8.3 Changes. The Parties agree and acknowledge that all charges and specifications for the Services set forth herein (including without limitation any Charges, Fees, Performance Measurement Factors, and/or Performance Objectives that may be set forth in an applicable SOW) are based upon, and dependent upon, certain project assumptions and are subject to change upon the occurrence of Change(s) (as defined herein) during the term of this Agreement. For purposes of this Agreement, "Change(s)" shall mean any significant change (whether occurring at a discrete moment in time or accruing as a result of minor changes over time) in or to the Software or the requirements or specifications related thereto which results in, or is caused by, operation of the Software or provision of the Services in or under (i) actual conditions which vary from the project assumptions, or (ii) increased demands upon the Software or any component thereof. Without limiting the foregoing, "Change(s)" are expressly deemed to include (a) changes to the Software that would materially alter its functionality, and (b) increased demand on the Software, Services or capacity of The Company's facilities due to changes in Client's business structure or operations (including, without limitation, increases in Client's business operations, workforce or number of transactions processed using the Software).

8.4 Change Control Process. All Changes shall be addressed using the formal change control process set forth herein below to be implemented by Client and The Company jointly after the Effective Date (the "Change Control Process").

Client agrees to notify The Company of any circumstances which Client reasonably should know constitute, may constitute, or may result in a Change. Whenever a potential Change is identified, The Company shall assess the impact of the potential Change, considering resources required, interfaces to other Software(s) and other planned and in-process Changes and shall, if it deems it appropriate in its sole discretion, present an analysis and proposal for amendment to the applicable Schedule or SOW to the Client for approval. In such event, the Parties shall negotiate in good faith an amendment to this Agreement which sets forth the applicable specifications, schedules, resources to be utilized, responsibilities of both Parties, and definition of successful completion with respect to addressing such Change.

Anything in this Agreement notwithstanding, except as specifically provided in an amendment pursuant to the foregoing paragraph, all obligations of The Company hereunder with respect to any performance objectives set forth in an applicable SOW shall be deemed waived by Client for the duration of and to the extent caused by any Change and any changed circumstances associated therewith. In the event that the Parties fail to execute an amendment as described herein, The Company may (but is not obligated to) undertake any

measures which are technically or legally necessary to address such Change, subject to approval thereof by Client, provided, however, that no Client approval shall be required for measures which The Company reasonably determines are legally required to continue providing Services subsequent to such Change (including, by way of example but without limitation, procuring additional licenses for additional Client users to utilize the operating software), and Client shall reimburse The Company for its expenses associated therewith.

8.5 Client Delays and The Company Resource Furloughs. In the event that Client fails to roll out or otherwise delays the onboarding and implementation of the Deliverables beyond the timelines established and agreed-upon in writing between the parties, Client agrees that The Company shall be entitled to, at its sole discretion but following consultation with Client: (i) charge a minimum monthly non-reimbursable or applied fee of $25,000 per month for Client delays; or (ii) furlough idled resources (including employees and/or contractors). In the event that The Company chooses to furlough or reassign resources, Client acknowledges that re-engagement and/or replacement of furloughed or reassigned resources may result in unanticipated delays in delivery of Deliverables and/or increases in costs which may exceed the otherwise-agreed-to caps on fees and costs. In the event of such cost increases due to Client delays resulting in furloughing of resources, The Company shall be permitted to pass the resulting increased costs on to Client.

9. Client Responsibilities

9.1 Cooperation and Assistance. In addition to the payment of the amounts described herein, Client shall discharge all of its obligations under this Agreement and Client shall cooperate with The Company with regard to the performance of The Company's obligations hereunder, including (without limitation):

a. Providing to The Company such information, data, access to premises, remote access to Client's equipment via separate communications facilities, management decisions, approvals, and acceptances as may be reasonable to permit The Company to provide the SaaS Services hereunder;

b. Timely meeting and/or complying with all Client dependencies, obligations, and/or conditions precedent set forth in any applicable SOWs;

c. Not abusing or misusing The Company's facilities, any of the components thereof, or any of the capabilities provided thereby;

d. Maintaining adequate communications facilities and equipment (e.g., via agreements with providers of Client's network and/or communications facilities and services) to support Client demand upon the Software; and

e. Acquiring for The Company throughout the Term, at Client's expense, all rights and privileges (including, at a minimum, applicable other software or system licenses, maintenance and support privileges (including telephone support privileges) from the applicable licensor(s) or vendor(s)) necessary for The Company to use, on behalf of Client, or any other software which is the subject of a Change and to provide the SaaS Services in connection therewith and to install such other software or systems.

9.2 Provision of Data. Client shall be solely responsible for all data cleansing, populating of import templates, and reconciliation of any historical data that is imported. Client shall follow ordinary and prudent practices for the operation of its business and use of the SaaS Services hereunder. If the data is in some way inaccurate and requires additional work on the part of The Company, the Client may, in The Company's discretion, incur additional development fees.

9.3 Use of Software, Procedures, etc. Client shall comply with all reasonable operating instructions for the Software that are issued by The Company from time to time. Notwithstanding anything to the contrary in this Agreement, Client shall be solely responsible for the supervision, management, and control of the access to and use of the Software by or through Client's employees, agents, subcontractors and contractors, including, without limitation, implementing sufficient and reasonable procedures to (a) satisfy Client's own requirements for the security and accuracy of the input provided to the Software, (b) verify reports and other output from The Company within the required time frames, and (c) regulate use of, and safeguard against unauthorized use of, user identifications and passwords assigned to Client's employees, agents, subcontractors and contractors. Client agrees that, except as otherwise permitted by The Company, Client shall use the SaaS Services only for its own internal business purposes and shall not sell, resell, sublicense, or otherwise provide, directly or indirectly, any of the SaaS Services or any portion thereof to any other person or entity.

9.4 Client Responsibilities Generally. Due to the nature of this contractual relationship, Client understands the importance of communication, especially via email, and agrees to respond to questions, requests and communications from The Company in a timely manner. Client understands that poor planning and miscommunication can result in negative consequences for the project including incurring emergency rates, timeline delays and disruption of service. The Company is not responsible for negative consequences related to poor planning or miscommunication on the part of the Client. Client understands that The Company may require detailed clarification of projects in order to meet expectations and provide the best support and highest quality work and client agrees to cooperate in provide such requested clarification(s).

10. Representations and Warranties; Disclaimers

10.1. GovSense SaaS Services and Reports; Exclusive Remedy. During the Term, the Company will use reasonable efforts to provide the SaaS Services in a good and workmanlike manner. The Company will make best efforts resolve any breach of this Agreement by the Company within sixty (60) days after receiving Your written notice concerning such breach. This shall be Your sole remedy for any breach by the Company with respect to the SaaS Services.

10.2. Hosting Compatibility. You represent and warrant that, you understand that GovSense is an Oracle NetSuite hosted product and that You must have an Oracle NetSuite license to use the SaaS Services. You are responsible for obtaining such NetSuite license (through GovSense) and do not hold the Company responsible for supporting SaaS Services on any other hosting platform.

10.3. Client Information. You represent and warrant that, during the Term, you hold all rights and permissions necessary to provide Client Information to us for the uses specified in this Agreement. You are responsible for the accuracy, integrity and completeness of Client Information.

10.4. Disclaimers. EXCEPT AS PROVIDED IN SECTION 8.1, WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

11. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE), EXCEPT DIRECT DAMAGES, ARISING OUT OF, OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE SAAS SERVICES. YOUR REMEDIES UNDER SECTION 10.1 ARE IN LIEU OF ALL OTHER RIGHTS AND REMEDIES. EXCEPT FOR A BREACH OF SECTION 6.2, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER UNDER THIS AGREEMENT EXCEED THE AMOUNTS PAID BY YOU TO US.

12. General

12.1. No Waiver. The failure of the Company to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

12.2. Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal or unenforceable, that provision will be eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

12.3. No Agency. For the purposes of this Agreement, the Parties will at all times be independent contractors with no right to bind or obligate the other in any manner whatsoever. Nothing in this Agreement shall operate to create a partnership between the Parties, or to authorize either Party to act as agent for the other.

12.4. Governing Law. Georgia law, without reference to rules governing conflict of laws, shall apply to this Agreement and any dispute between the Parties related hereto.

12.5. Dispute Resolution. In the event of any dispute, controversy, or claim between the Parties hereto arising from or relating to the subject of this Agreement (a "Dispute"), upon the written request of either Party, each of the Parties shall appoint a designated officer to meet and negotiate in good faith to resolve such Dispute. In the event that the foregoing negotiations fail to resolve any such dispute, the parties agree to participate in non-binding mediation withing forty-five (45) days of any such unsuccessful negotiations in a good faith effort to resolve the dispute. Following unsuccessful mediation of a dispute, any such unresolved dispute shall be resolved exclusively through binding arbitration in Fulton County, Georgia, which shall be undertaken under the Commercial Arbitration rules of the American Arbitration Association. The foregoing shall not apply to injunctive relief sought with respect to any breach or alleged breach of Section 6, which shall be subject to the exclusive jurisdiction of the courts in and/or for Fulton County, Georgia.

12.6. Entire Agreement. This Agreement contains the entire understanding of the Parties regarding its subject matter and supersedes all prior agreements between the Parties, both oral and written, and can be modified only by a subsequent written agreement executed by both Parties.

12.7. Counterparts. The Parties may enter into this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

12.8. Force Majeure. The Company shall not be responsible for failure to perform in a timely manner under this engagement letter when its failure results from any of the following causes; Acts of God or public enemies, civil war, insurrection or riot, fire, flood, explosion, earthquake or serious accident, strike, labor trouble or work interruption or any cause beyond its reasonable control. In addition, the Company shall not be responsible for equipment or component failures due to defective manufacturing or defective software or for delays in shipment of equipment or components timely ordered.

12.9. Notices. Any notice or other communication required or permitted shall be in writing and shall be deemed to have been duly given on the day of service if served personally or by facsimile transmission with confirmation, or three (3) days after mailing if mailed by First Class mail, registered or certified, postage prepaid, and addressed to the respective Parties at their principal place of business or at such other addresses as may be specified by either party.

12.10. Services. Client shall provide the Company suitable office accommodations, if needed, and complete access to computer systems so as to enable the Company to perform the services referenced in the engagement letter.

12.11. Independent Contractor. The Company is an independent contractor. Neither the Company nor Client are, or shall be deemed for any purpose to be, employees or agents of the other and neither party shall have the power or authority to bind the other party to any contract or obligation. The Company has the sole authority to direct the work of its employees and determine the materials necessary to perform their duties pursuant to the terms of the contract. The Company shall retain the right to perform work for others during the Term of this Agreement.

13. Piggyback. Except as otherwise provided in this section, a governing body or its authorized representative may enter into a contract pursuant to a solicitation b y : Any New pricing added to any new contract will have it's own unique pricing based on users, modules, and related professional Services.

13.1 A governmental entity located within or outside this State with the authorization of the contracting vendor. The originally contracting local government is not liable for the obligations of the governmental entity which enters into a contract in response to the solicitation in accordance with this paragraph.

14. Definitions

14.1. "Client Information" means information generated by You concerning financial, business, and/or resource analytics and/or management.

14.2. "GovSense" is a cloud-based government resource planning ("GRP") software, providing a full-service platform for government and regulatory management offered as part of the SaaS Services.

14.3. "GovSense IP" means methods, algorithms, inventions, know how, information, data, logos, and other elements that we use to provide our SaaS Services, including but not limited to the software code constituting, incorporated into, or otherwise created and used by the Company and/or its affiliates in association with the GovSense product.

14.4. "Statement of Work" or "SOW" means an agreement entered into pursuant to this Agreement and subject to the terms hereof which sets forth the specific service which the Company agrees to perform for **Client,** and the terms and/or specifications agreed upon with respect to those services. Statements of Work shall, unless agreed specifically to the contrary by the Parties be in substantially the form set forth in Exhibit B to this Agreement.

Each individual that is a signatory below certifies that he/she is the authorized agent/representative of the respective party on which behalf such signatory is executing this Agreement, intending thereby to bind each such respective party with respect hereto.

GovSense, LLC.

BY:_____

NAME: _Paul Cammisa_____

TITLE: Managing Partner_____

DATE:_____

CLIENT: City of Caldwell, ID.

BY:_____

NAME: __RaeLynn North_____

TITLE:_____

DATE:_____

EXHIBIT A
PRICING

See Attachment

Support Addendum

THIS Support Addendum ("Support Addendum") is incorporated into the SaaS Services Agreement, between GovSense, LLC (the "Company") and *[insert name of licensee]* ("Client").

1. Introduction. This Support Addendum covers standards for the provision of maintenance, management and support, and operations by the Company to Client, in connection with that certain SaaS Services Agreement dated as of *[date]*, between Client and the Company (the "SaaS Agreement"). The SaaS Agreement terminates on *[date]* (if not renewed) and this Support Addendum, and the pricing contained herein, has been structured to run concurrently with the SaaS Agreement. Capitalized terms used but not defined herein will have the meaning ascribed thereto in the SaaS Agreement.

In accordance with the SaaS Agreement, the Company has granted to Client a license to use the SaaS Services (as defined in the SaaS Agreement). To support Client, the Company will: (i) provide maintenance and support for the SaaS Services, pursuant to Section 7 of the SaaS Agreement and Section 2 of this Support Addendum ("Maintenance Services").

2. Maintenance Services.

2.1 Scope of Services.

(a) The following are the Maintenance Services that will be provided by the Company in connection with the SaaS Services, the Company shall provide Support Services to Client with such services defined as the provision of dedicated, skilled, knowledgeable and experienced employees to staff a "help desk" call center, using a toll free service number and e-mail system. Sufficient staffing shall be maintained to answer all incoming calls or respond by e-mail, within sixty (60) minutes from the initial contact made, either by telephone or email and respond with resolution to issues as outlined in in this Support Addendum.

As of the date of this Agreement the toll-free support number is 888-824-1293 and the support email address is support@govsense.com. Hours for availability of the Support Services are listed below:

SUPPORT SERVICES HOURS

Monday – Friday	8 am to 6 pm EST
Saturday – Sunday	24 hour call back
Holidays	New Year's Day; Martin Luther King Day; President's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving; Day after Thanksgiving; Christmas

2.2 Problem Classification. the Company shall respond to and use its reasonable commercial efforts to resolve problems in accordance with the severity levels indicated below, which severity levels shall be determined in good faith by Client.

SEVERITY LEVEL	DESCRIPTION	PROBLEM RESPONSE TIME
3	Mission-Critical Impact-SaaS Services or System Down: Software Application cannot be accessed over a public internet connection	Within one (1) business day.
2	Business Productivity Impact: Isolated Issue that Adversely Affects normal business operations	Within five (5) business days.
1	Minor Service Impact: Minor component of functionality does not operate as intended, but most normal business operations can still be performed	Within thirty (30) business days

Notwithstanding the foregoing definitions, problems caused by or arising from the following will not be considered "problems" for the purposes hereof and will not be subject to the Company's obligation to provide Maintenance Services: (i) failure or unavailability of the NetSuite platform; (ii) failure of telecommunications hardware or equipment; (iii) failure or unavailability of the Client's systems or IT infrastructure; and (iv) Force Majeure (as defined in Section 3.3 of this Support Addendum).

2.3 Maintenance Standards. the Company shall use its best commercially reasonable efforts to meet the response times and resolution targets set forth in this Section 2.

3. General Provisions

3.1 Warranties. the Company shall perform the Maintenance Services and all other services specified herein in a good, workmanlike and professional manner using qualified personnel fully familiar with the SaaS Services.

3.2 Term. The term of this Support Addendum will commence as of *[date]* and will terminate contemporaneously with the termination of the SaaS Agreement

3.3 Force Majeure. the Company will not be responsible or liable for, and will be excused from, any nonperformance or delay in the performance of any of its obligations under this Support Addendum if and to the extent that such nonperformance or delay (i) is caused by an act of God, natural disaster, civil disturbance, war, fire, earthquakes, changes in law, regulation or government policy, or nonperformance by any third party (including vendors or suppliers), or any other factor beyond the control of the Company, whether or not foreseeable ("Force Majeure"); and (ii) could not have been prevented by the Company's taking normal and customary precautions. In the event that the Company is excused from the performance of its obligations pursuant to this Section 4.4, then the Company will use its best commercial efforts that are practicable under the circumstances to resume performance of its obligations as soon as feasible.

3.4 Exclusivity of Remedies. The provisions of this Support Addendum and the SaaS Agreement constitute the exclusive provisions applicable to the Company's maintenance and support of the SaaS Services and the provision and support therefor. The Company disclaims any and all warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose, except as specifically set forth herein.

3.5 Notices. Any notices given hereunder shall be given pursuant to and as provided in the SaaS Agreement. In addition, Client agrees that the Company may provide invoices to Client by means of facsimile or email transmission.

3.6 Limitation of Liability. The parties' limitations of liability set forth in Section 9 of the SaaS Agreement shall apply to this Support Addendum.

3.7 Miscellaneous

(a) If any provision of this Support Addendum is declared by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision hereof.

(b) This Support Addendum, together with the SaaS Agreement, represents the entire agreement of the parties with respect to the subject matter hereof and any other previous understanding, commitments, or agreement, oral or written, between Client and the Company with respect to the subject matter hereof.

(c) No failure by either party to insist upon the strict performance of any covenant, term or condition of this Support Addendum, or to exercise any right or remedy, shall constitute a waiver of such right or remedy on any subsequent occasion.

(e) This Support Addendum may not be amended except in writing executed by duly authorized representatives of both the Company and Client.

GovSense
6110 McFarland Station
Suite 501
Alpharetta, GA. 30004

Estimate

Date	Estimate #
1/23/2026	ES-GS7103

Bill To

City of Caldwell
205 South 6th Ave
Caldwell ID 83605
United States

Expiration Date	Subscription Billing Term	License Term	Start Date	End Date
3/13/2026	Due Upon Receipt	12 months	4/1/2026	3/31/2027

Billing Name	Billing Email	Billing Tel #
Rae Lynn North	rnorth@cityofcaldwell.org	(208) 455-4686

Item	Qty	Description	Amount
NetSuite Cloud Services Platform	1	NetSuite Cloud Services Platform 20 General Users	80,352.00
Sandbox Instance	1	NetSuite Sandbox Instance	8,035.20
Subtotal			88,387.20
50% Discount		50% Discount	-44,193.60
Subtotal		Total First Year NetSuite Cloud Subscription Fees	44,193.60
GovSense GIS	1	GovSense GIS Integration	9,588.00
Citizen Portal	1	GovSense Citizen Portal	23,988.00
GovSense Utility Billing	1	GovSense Utility Billing	23,988.00
Subtotal			57,564.00
50% Discount		50% Discount	-28,782.00
Subtotal		Total First Year GovSense Subscription Fees	28,782.00
GovSense Support	1	Support Service Package: Our Support includes 24/7 Customer Portal Access for up to 2 users, email and phone support from 8 a.m. - 6 p.m. EST.	14,595.12
Implementation	1	* One-Time Implementation Service Fees is inclusive of Utility Billing only * A billing schedule has been created to outline the invoice dates, values, and payment terms. The schedule will be included as a reference to the contract. ***Accounting/Financials is NOT included.*** * Please note all travel expenses will be invoiced at cost following all GSA guidelines where applicable. The Oracle Data Processing Agreement covering the Cloud Services, which may be found at https://www.oracle.com/corporate/contracts/cloud-services/ ("Data Processing Agreement"), is incorporated herein. The Data Processing Agreement describes how Oracle will process Personal Data (as defined therein) that Customer provides to Oracle as part of Oracle's provision of the Cloud Services. This Data Processing Agreement does not apply to the following: (i)Mobile Push Notifications, (ii) NetSuite POS Cloud Services, (iii) NetSuite Payroll services, (iv) demonstration accounts, trials, beta releases, or other similar versions of the services, (v) any features, services or products which are provided pursuant to a separate agreement or by a party other than	120,000.00

GovSense
6110 McFarland Station
Suite 501
Alpharetta, GA. 30004

Estimate

Date	Estimate #
1/23/2026	ES-GS7103

Item	Qty	Description	Amount
		Oracle (as defined in the Data Processing Agreement) (including but not limited to Celigo and Pacejet), (vi) the processing of Personal Data for the R&D Purpose (as defined in Controller Subscription Services Agreement, which, if applicable, will be referenced in the "Agreement" section above), and (vii) any other services identified by Oracle as being excluded from the applicability of this Data Processing Agreement. For purposes of this order, (1) the definition of "Services Agreement", included in the Data Processing Agreement, is deleted and replaced in its entirety with the following: "Services Agreement" means (i) the applicable order for the Cloud Services you have purchased from Oracle; (ii) the applicable master agreement referenced in the applicable order; (iii) the Privacy Policy found at https://www.oracle.com/legal/privacy/ (or other location as may be updated by Oracle), and (iv) the Oracle NetSuite Hosting and Support Delivery Policies found at https://www.oracle.com/corporate/contracts/cloud-services/netsuite/; (2) references to the "Cloud Hosting and Delivery Policies" in the Privacy Code for Processing Personal Information of Customer Individuals, shall be replaced by the applicable Oracle NetSuite Hosting and Support Delivery Policies found at https://www.oracle.com/corporate/contracts/cloud-services/netsuite/; and (3) references to "Your Content" shall have the same meaning as "Customer Data" Customer may have access to enable and use additional features within the NetSuite Cloud Service subject to acceptance of in-application terms and conditions ("In-application Terms"). Customer's use of any such additional features within the NetSuite Cloud Service is governed by the "NetSuite Cloud Services In-Application Supplemental Terms and disclaimers" document (the "Supplemental Terms"), found at https://www.oracle.com/corporate/contracts/cloud-services/netsuite/other-terms.html (or other URL as may be updated by Oracle) which contains In-application Terms that may be presented to Customer to accept when enabling or using certain features within the Cloud Services. In event of conflict or inconsistency between the Supplemental Terms and the In-Application Terms presented within the NetSuite application, the Supplemental Terms document shall take precedence. The Supplemental Terms are applicable to Customer if Customer is using the applicable features and are in addition to the terms contained in the Agreement. The Supplemental Terms may be updated at any time by Oracle to include additional terms required to use features, or updates to existing features within the Cloud Service, and Customer's use of those features is considered acceptance of the Supplemental Terms.	

	Total	**$207,570.72**

CALDWELL, ID

EXHIBIT C - BILLING SCHEDULE

Billing Schedule for Year 1 of Contract

		LICENSE FEES				Implementation Fees	
Item	Invoice Trigger	Core Module	GovSense Module	GovSense Support	Total License Fees	UB Implementation	Grand Total Fees
Invoice	Upon Execution	$44,194	$0	$0	**$44,194**		**$44,194**
Invoice	Upon Execution	$0	$28,782	$0	**$28,782**		**$28,782**
Invoice	Upon Execution	$0	$0	$14,595	**$14,595**		**$14,595**
Invoice	Upon Execution	$0	$0	$0	**$0**	$60,000	**$60,000**
	Fiscal Year 2026 T	**$44,194**	**$28,782**	**$14,595**	**$87,571**	**$60,000**	**$147,571**
Invoice	1-Oct-26	$0	$0	$0	**$0**	$60,000	**$60,000**
	Fiscal Year 2027 T	**$0**	**$0**	**$0**	**$0**	**$60,000**	**$60,000**
		$44,194	**$28,782**	**$14,595**	**$87,571**	**$120,000**	**$207,571**

Notes:

This billing schedule is inclusive of Utility Billing only. Accounting/Financials is NOT included.

Travel & Expense Fees will be billed as incurred.

Upon contract execution, two (2) invoices will be sent: 1. $87,570.72 (License and Support Fees); 2. $60,000 (1/2 Implementation Fees).

On 1 October 2026, an invoice will be sent for $60,000 (remaining Implementation Fees).

Payments are due upon receipt.

Exhibit B – Statement of Work (SOW)

1. Scope of Services

1.1. Process Areas

The Service supports the below-standard process areas with a designation to signify if a portion is in or out of scope. Certain process areas of the Service support particular functionalities. Client is responsible for procuring the applicable Service and those products that support the process areas below designated as "In Scope". Professional Services (PS) will implement functionality for the following areas:

Process Area/Product/Service	Category	Status
NetSuite Platform	Application	In Scope
General Ledger, Journal Entries	Product	Out of Scope
Inventory Reporting	Product	Out of Scope
Purchasing	Product	Out of Scope
Fixed Assets / Asset Management	Product	Out of Scope
Fund / Grant Accounting	Product	Out of Scope
Project & Grant Management	Product	Out of Scope
Property Tax Billing	Product	Out of Scope
Utility Account Management/Billing	Product	In Scope
Integrations	Product	In Scope
Utility Service Requests/Work Orders	Product	In Scope
Licensing	Product	Out of Scope
Permits	Product	Out of Scope
Inspections	Product	Out of Scope
Planning	Product	Out of Scope
Code Enforcement	Product	Out of Scope
Economic Development	Product	Out of Scope
GIS Integration	Product	In Scope
Citizen Engagement Portal	Product	Out of Scope
Project Team Member Training Services	Training	In Scope
User Acceptance Testing Services	Testing	In Scope

1.2. Process Area Configuration

GovSense will set up and configure the following according to GovSense Business Practices, with details provided in the Business Requirement Document (BRD).

Process Area	Configuration Details
Utility Account Management & Billing	Account Management, Account Invoices, Services, Rate Schedules, and Payment Options/Agreements, Account Usage, Spatial Location Connection With GIS, Service/Work Order Request Management and deploy standard reports.
Integration	See section 2.1 below
Utility Service Request and Work Orders	Service Request Management Routing and Configuration, Work Order Management Routing and Configuration, Spatial Location Connection With GIS, deploy standard reports.
Project Team Member Training Services	Using a train-the-trainer approach, GovSense will provide training to core project team members.
User Acceptance Testing Services	Work with the Client to develop User Acceptance Testing (UAT) scripts to ensure system readiness (including integrations) and ensure process flows are working as intended.

2. Professional Services Solutions

2.1. Integration

Connector	Tasks
CSV	Provide CSV file layout specifications for required data exchanges. Client will generate and/or consume CSV files in the agreed-upon format. GovSense will configure and test CSV import/export processes within NetSuite. Automated integrations, including but not limited to APIs, web services, middleware platforms, real-time synchronization, or custom system-to-system connections, are not included in scope. Documentation of file structure and import procedures will be provided. Client is responsible for ongoing file generation, monitoring, and maintenance after go-live.

2.2. General Configuration

This SOW includes the following general configuration and personalization setup activities based on GovSense Best Practices:

Category	Details
Setup	Solution shall support water, sewer and sanittion services billing. Configuration will include establishment of meter reading validation rules, identification of consumption variances based on historical usage, and detection of zero or negative readings. 3rd party read data will be provided by the meter provider(s) to generate consumption. Setup will also include configuration of estimation parameters to support calculated readings when actual reads are unavailable, as well as event monitoring and exception reporting. The billing engine shall support rate calculations while maintaining clarity and transparency for customers, including support for multiple billing cycles by customer class or service type. Configuration includes generation of bills in PDF format for print and digital delivery and setup of customizable bill templates incorporating utility branding. Setup for arrears and collections will include automatic calculation of late fees and penalties, generation of past-due and delinquency notices, support for integration with field services for disconnections, and maintenance of complete delinquency and collections history.
User Interface Custom Forms	Customer/Account, Invoices
Printed Forms	Invoices, credit memos
Preconfigured Roles	Utility Billing Manager, Utility Customer Service Representative.

2.3. Business Requirements Document (BRD)

PS will develop and present a document at the beginning of the project that outlines the Clients business processes and other detailed requirements per module. In what we refer to as our Business Requirements Document or BRD. Depending on the complication and/or phases associated with the project, there may be more than one (1) BRD used. The BRD applies to the "In Scope" items outlined in Section 1 above.

2.4. Data Migration

PS will import the following data from Client's legacy systems into GovSense. Client will be responsible for the necessary data encryption, extraction, consolidation, and data cleansing work

required for all data migration. PS will provide Client with templates for each data type to be migrated and will advise Client on best practices for data consolidation and data planning. Client is responsible for extracting all required data from its legacy systems and populating the agreed-upon NetSuite/GovSense import templates in accordance with the provided data specifications and formatting guidelines. GovSense will perform the import of completed templates into the system environment as part of the implementation process. Following each import, Client is responsible for reviewing and reconciling the imported data to validate completeness and accuracy, including opening balances. Any reimports/corrections required due to client data extraction errors, client mapping changes, formatting inconsistencies, or reconciliation variances will be supported via a change order.

The following tables list the entity/objects in scope for data migration, quantity limits, and the party responsible for data extraction, integrity, and imports.

Entity/Object	Records	Import Method	Extraction	Data Integrity	Template Completion	Import
Customers	TBD	CSV	Client	Client	Client	GovSense
Utility Usage	1 Year	CSV	Client	Client	Client	GovSense
Open Work Orders	1 Year	CSV	Client	Client	Client	GovSense
Open Accounts Receivable	1 Year	CSV	Client	Client	Client	GovSense
Usage	1 Year	CSV	Client	Client	Client	GovSense
Closed Bills	3 months	CSV	Client	Client	Client	GovSense

Assumptions: The Client must ensure no Sensitive Data (e.g., racial origin, health data, financial details, biometrics, or data on individuals under 13) is provided to GovSense before or during the Professional Services (PS) engagement, removing any such data from Source Data (files migrated or accessed by GovSense) immediately if discovered. GovSense is not liable for delays or obligations related to Sensitive Data and may pause work until compliance is met. If the Client does not load Source Data into GovSense, they must provide a secure, Client-owned environment with adequate hard disk space, a licensed spreadsheet program (preferably MS Excel), and internet connectivity via a compatible browser (e.g**., Internet Explorer or Google Chrome).**

2.5. User Enablement

Training will be delivered through instructor-led remote or in-person (client preference) working sessions conducted throughout the implementation as each functional area is configured. Any Client-requested onsite sessions will be subject to mutual agreement and Client will be responsible for all reasonable travel and related expenses. In-person sessions requiring travel are subject to availability and require a minimum of three (3) weeks' advance written notice.

Video recordings of all client meetings and training sessions will be shared with Client, along with meeting summary notes. PS will also provide step-by-step process guides reflecting the configured solution to support user reference and reinforcement.

As the project approaches go-live, Client will be responsible for developing and finalizing its own Standard Operating Procedures ("SOPs") based on its internal policies and operational requirements. Client-developed SOPs promote organizational ownership, long-term sustainability, audit readiness, and continuity beyond the implementation period. PS may provide guidance and examples to support this effort; however, Client retains responsibility for documentation design, validation, and ongoing maintenance.

Category	Details
Training	Instructor-led remote working sessions aligned to configured in-scope processes.
Materials	Step-by-step process guides provided by PS; Client-developed end-user documentation and SOPs.
Recordings	Video recordings of meetings and training sessions, plus meeting summary notes.

3. Project Team

Client is responsible for providing and ensuring Client's committed participation of resources required during the Project. The pricing and schedule reflect this critical assumption. This SOW is created with the assumption that PS resources actively participate in the design, configuration, and deployment of the Service with coordination required from Client. PS resources are not necessarily dedicated to any single project and may be engaged across many projects for various Clients.

It is essential to understand this is a list of project roles, not individuals, required to complete the Project. Depending on the size of the engagement, a single individual may take responsibility for any number of roles or a single role may require more than one individual.

Role	GovSense Responsibilities	Client Responsibilities
Sponsor	Provide resources, escalate issues	Provide resources, promote change
Project Manager	Oversee schedules, lead status meetings	Oversee resources, drive participation
Administrator	N/A	Manage configuration, UAT, ongoing administration

Role	GovSense Responsibilities	Client Responsibilities
Functional Consultant	Lead personalization, data migration	Review practices, lead UAT
Extended Team	Provide architects, SMEs as needed	Provide additional resources

Assumptions: Client provides onsite facilities (internet, projectors, computers). Post-go-live support: eight weeks for system tuning, optimization, end-user assistance.

4. Project Assumptions

Client acknowledges that its participation and cooperation are critical for the success of the Project. Unless otherwise noted in this SOW or agreed to in writing, the following assumptions are based on information provided by Client to PS relating to the Project and have been used to develop GovSense's current level of effort and fees. Deviations from these assumptions may lead to commensurate changes in the timeline and fees and will be handled through the Change Management Process described in the PS Terms.

a) Delivery of Professional Services:

i. **Scope:** Any item or activity not specifically included within the scope of this SOW is deemed outside the scope of this SOW and may require a Change Order or separate SOW.

ii. **Remote Professional Services:** The PS outlined in this SOW will be provided in English (whether verbally or in writing), with communication via telephone, email and web-conference (the standard platform for online delivery is Zoom Online Meeting tools).

iii. **Onsite Professional Services:** Any travel related expenses will be billed as incurred and will incorporate the GSA schedule where applicable for your location.

iv. **Cancellation / Postponement**: PS and Client shall use commercially reasonable efforts to attend all scheduled Project meetings. The repeated cancelation of Project meetings may result in Project delay and additional costs.

b) Scope of Services:

i. **Standard Functionality:** Service functions referenced herein are assumed to be standard functionality implemented through configuration changes only, except as may otherwise be specified in this SOW.

ii. **Intellectual Property Rights:** During the consulting engagement, GovSense may use enhancements, discoveries, processes, methods, designs and know-how, whether copyrightable or patentable, which GovSense conceived during other consulting engagements. In addition, GovSense may independently develop enhancements, processes, methods, designs or know-how during the term of this consulting engagement and Client acknowledges that GovSense may use such enhancements, processes, methods, designs and know-how in its business operations with other Clients. The parties understand and agree that the custom developed enhancements, processes, methods, designs, know-how, or other such similar matters are the property of GovSense, and it shall have sole ownership of all such matters, including copyrights, trademarks and patents.

iii. **Consistent Processes:** Client is responsible for ensuring that common, consistent functional processes exist across the organization.

iv. **Future Product Release:** This SOW does not include time for management of the release process, analysis or implementation of functions and features that are not available within the current general release of the GovSense Application at the time of implementation.

v. **Technical Customizations**: If technical services are incorporated in this SOW, the functionality outlined as technical services are general requirements and do not represent a technical design specification. Definition of complete, detailed requirements will be confirmed prior to development. Any resulting modifications to the custom code functionality, such as naming conventions, increase in forms or fields, or workflow processes, are outside the scope of this SOW.

c) Project Staffing:

i. **Client Resources Availability:** Project timeline estimates are based on availability of Client resources and key decision makers. Lack of access or change to project stakeholders will impact project timelines and costs if decisions cannot be made in timely fashion.

ii. **Administrator:** The Administrator role on the project is critical to the success of the Project and long-term adoption of the Service. The Administrator is to be in place prior to the start of the Project and remain for the duration of the engagement.

d) Project Schedule:

i. **Deployment:** The Plan will be created with a deployment schedule that will include the necessary phases, level of complexity of each phase, and taking into consideration any holiday and/or organization shut-down periods.

ii. **Timeliness of Responses:** Client is responsible for acknowledging and responding to documents relating to this Project. These documents could be testing plans, Training Plan, escalation issues or end-of-project notices. Some documents will require Client's signature / e-signature before PS can continue with the implementation and Client is responsible for responding in a timely and collaborative fashion.

Subscription Services Agreement

This Subscription Services Agreement ("**Agreement**") is entered into as of the date of the last party to sign below ("**Effective Date**") between Oracle America, Inc. ("**Oracle**"), and the entity which has executed this Agreement as identified in the signature block hereto ("**Customer**"). Capitalized terms not defined elsewhere in this Agreement shall have the meaning given to them in the Definitions section below. Oracle and Customer hereby agree as follows:

Definitions.

"Advanced Customer Support" is a managed service available for purchase on a subscription basis. Advanced Customer Support is provided by Oracle for a fee to assist customers in their use of the Services or specific components of the Cloud Service.

"Cloud Service" means, collectively, the NetSuite online business application suite (and any optionally procured modules), including without limitation SuiteCloud Technologies, (the "**NetSuite Service**") and the SuiteProjects Pro online Professional Services Automation application suite (and any optionally procured modules) (the "**SuiteProjects Pro Service**") as described in the applicable User Guides that is procured by Customer from Oracle in the Estimate/Order Form and any subsequent Estimate/Order Form from time to time, including associated offline components, but excluding Third Party Applications, Support Services and Professional Services.

"Customer Data" means all software, data (including Personal Data), text, images, audio, video, photographs, non-Oracle or Third-Party Applications, and other content and material, in any format, provided by Customer or any of Customer's Users that is stored in, or run on or through, the Cloud Service. Cloud Services under this Agreement, Oracle software, other Oracle products and services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Customer Data." Customer Data includes any third party content that is brought by Customer into the Cloud Service by Customer's use of the Cloud Service or any Oracle-provided tools.

"Deliverables" means anything developed by Oracle, including training materials, and delivered to Customer as part of the Professional Services.

"Estimate/Order Form" means an Oracle estimate, renewal notification or order form in the name of and executed by Customer and accepted by Oracle which specifies the Cloud Service, and any Support Services and/or Professional Services to be provided by Oracle subject to the terms of this Agreement.

"Help Documentation" means the online English language help center documentation describing the Cloud Service features, which may be updated from time to time. Help Documentation does not include any material, content, or information, in any format, which is obtained or derived from third party sources outside of Oracle that Customer may access through, within, or in conjunction with Customer's use of, the Services.

"Oracle NetSuite Written Materials" means, collectively, the Data Processing Agreement, the applicable version of the Oracle NetSuite Hosting and Support Delivery Policies, the Oracle Services Privacy Policy, the URL Terms, the User Guides, and any other Oracle documents that are referenced in, or incorporated into, Customer's Estimate/Order Form for Services.

"Professional Services" means Training Services (as defined below) and the general consulting, implementation and/or training services to be provided to Customer pursuant to the terms hereof, and an Estimate/Order Form or SOW, as applicable.

"**SOW**" means a separate document, entitled Statement of Work, between Oracle and Customer, signed by both parties, that details the Professional Services to be delivered by Oracle.

"**SuiteApp**" means a collection of customizations, data, configurations, or modifications of standard objects created using the SuiteCloud Technologies for use in the Cloud Service. For the avoidance of doubt, a bundle is one type of SuiteApp.

"SuiteApp.com" means the Oracle online directory of applications that interoperate with the Cloud Service, located at suiteapp.com or at any successor websites.

"**SuiteApp Marketplace**" means the directory of applications that interoperate with the Cloud Service, located in the SuiteApp site within the Cloud Service that presents available SuiteApps.

"**SuiteCloud Technologies**" means the technologies made available to Customer by Oracle that can be used to customize, automate, import, export, or integrate data or functionality into or with the Cloud Service including, but not limited to, any (i) application programming interfaces, (ii) extensions, (iii) libraries, (iv) tools, (v) interfaces which enable plug-ins, (vi) sample code, and (vii) documentation. SuiteCloud Technologies include, but are not limited to, SuiteBuilder, SuiteFlow, SuiteScript, SuiteScript Debugger, SuiteTalk, SuiteCloud Development Framework, and SuiteGL. To the extent that Oracle includes open source software in or with SuiteCloud Technologies, the open source licenses governing such open source software will apply to Customer's access and use of such open source software.

"Support Services" means the (i) supplemental, technical support services provided pursuant to the Oracle NetSuite Hosting and Support Delivery Policies available at https://www.oracle.com/corporate/contracts/cloud-services/netsuite/ or such other URL as specified by Oracle in the applicable Estimate/Order Form and/or (ii) Advanced Customer Support. Support Services are provided pursuant to the terms of this Agreement and may be subject to additional fees as specified in the applicable Estimate/Order Form.

"Third Party Applications" means all applications, integrations, connectors, services (including implementation and/or customization), software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that Customer may access through, within, or in conjunction with Customer's use of the Cloud Services. Examples include data feeds from social network services, rss feeds from blog posts, Oracle data marketplace and libraries, dictionaries, and marketing data. Third Party Applications includes third-party sourced materials accessed or obtained by Customers use of the Services or any Oracle-provided tools. For clarity, SuiteApps developed by Customer, or any other customer, are considered Third Party Applications under this Agreement, including without limitation SuiteApps available on SuiteApp.com or the SuiteApp Marketplace.

"**Training Services**" means the training services provided in accordance with the "Training Service Descriptions", found at https://www.oracle.com/corporate/contracts/cloud-services/netsuite/, or a SOW.

"Users" means individuals who are authorized by Customer to use the Cloud Service pursuant to this Agreement or as otherwise defined, restricted or limited in an Estimate/Order Form or amendment to this Agreement. Users may include but are not limited to Customer's employees, consultants, contractors and agents.

"User Guides" mean the online English language user guides for the Cloud Service, accessible via login at http://www.netsuite.com (under "Help") or included in the Oracle documentation identified under the "NetSuite Applications" heading available at https://docs.oracle.com/en/, as updated from time to time.

"URL Terms" means the terms with which Customer must comply, which are located at a URL, referenced in this Agreement and are hereby incorporated by reference.

1. Services. Subject to the terms and conditions of this Agreement, Customer shall have the non-exclusive, worldwide, limited right to use the Cloud Service, Support Services, and Professional Services ordered by Customer (collectively, the "**Services**") during the applicable period set forth in Customer's applicable Estimate/Order Form or SOW for each of the Services (the "**Term**") solely for the internal business operations of Customer. Customer may allow its Users to use the Services for this purpose, and Customer is responsible for its Users' compliance with this Agreement and Customer's applicable Estimate/Order Form or SOW. The terms of this Agreement shall also apply to updates and upgrades subsequently provided by Oracle to Customer for the Cloud Service.

Customer shall also have the non-exclusive, worldwide, limited right to use the SuiteCloud Technologies, to create, store, and use SuiteApps in connection with Customer's use of the Cloud Service and in accordance with this Agreement and to share such Customer developed SuiteApps with other customers of the Cloud Service.

NetSuite OneWorld Cloud Service. If Customer orders NetSuite OneWorld Cloud Service or has obtained the right to use the NetSuite Subsidiary Management (each a "Subsidiary Service" and collectively the "Subsidiary Services"), Customer and Customer's majority owned subsidiaries shall have the non-exclusive, worldwide, limited right to use the Subsidiary Services ordered by Customer during the applicable period set forth in the Estimate/Order Form under which such Subsidiary Service(s) were acquired solely for their internal business operations. Customer is responsible for its Users' compliance with the Agreement and the applicable Estimate/Order Form under which the Subsidiary Service(s) were ordered.

Customer acknowledges and agrees that if the Customer has obtained the rights to use the Subsidiary Service(s):

i. the combined use of the Subsidiary Services by Customer and Customer's majority owned subsidiaries must not exceed the quantities and usage limits described in the applicable Estimate/Order Form;

ii. Oracle will provision an environment for Customer and will not create additional environments for Customer's majority owned subsidiaries and all content (including Personal Data and Customer Data) of Customer and Customer's majority owned subsidiaries will reside in that same environment;

iii. Customer and Customer's majority owned subsidiaries may be able to access, view, use, create, modify, delete, and transfer each other's content (including Personal Data and Customer Data) in that same environment;

iv. Oracle will provide the Subsidiary Services to Customer's majority owned subsidiaries pursuant to the standard capabilities and management and under the same Customer Support Identifier assigned to Customer; and

v. Customer acknowledges and agrees that all rights and obligations under the Data Processing Agreement, including providing instructions to Oracle, are exercisable exclusively by Customer. Notwithstanding the foregoing, Customer further acknowledges and agrees that Oracle has no obligation to ensure the compatibility or accuracy of such instructions with any other instructions received from Customer, and Oracle is not responsible for the effect of any conflicting instructions.

2. Estimates/Order Forms. The Services shall be ordered by Customer pursuant to Estimates/Order Forms. Each Estimate/Order Form shall include at a minimum a listing of the Cloud Service and any Support Services and/or Professional Services being ordered and the associated fees. If Customer exceeds the quantity of Services ordered, then Customer promptly must purchase and pay fees for the excess quantity.

Any one of Customer's majority owned subsidiaries may also order Services under this Agreement by entering into an Estimate/Order Form or SOW, signed by such subsidiary and Oracle, as applicable, and agreeing to be bound by the terms of this Agreement and such Estimate/Order Form or SOW. For the purposes of such Estimate/Order Form or SOW, "Customer" as used in such Estimate/Order Form or SOW and this Agreement, shall be deemed to refer to the majority owned subsidiary executing such Estimate/Order Form or SOW.

3. Restrictions.

3.1. General Restrictions.

3.1.1. Customer may not, and may not cause, aid, abet or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; sell, manufacture, market and/or distribute any product or service in violation of applicable laws; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking, availability or performance testing of the Services; or (c) perform or disclose any performance or vulnerability testing of the Services without Oracle's prior written approval, perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, remote access or penetration testing of the Services (the "**Acceptable Use Policy**"). In addition to other rights that Oracle has in this Agreement and Customer Estimate/Order Form, Oracle has the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include, without limitation, removing or disabling access to material that violates the policy and/or terminating the Customer's Services.

3.1.2. Customer may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download, or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Oracle; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party except as permitted by this Agreement or Customer Estimate/Order Form.

3.2. HIPAA. Unless otherwise specified in Customer's Estimate/Order Form, Customer agrees that: (i) Oracle is not acting on Customer's behalf as a Business Associate or subcontractor; (ii) the Cloud Service may not be used to store, maintain, process or transmit protected health information ("PHI") and (iii) the Cloud Service will not be used in any manner that would require Oracle or the Cloud Service to be compliant with the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented ("HIPAA"). In the preceding sentence, the terms "Business Associate," "subcontractor," "protected health information" or "PHI" shall have the meanings described in HIPAA.

4. Term, Fee, Payment & Taxes.

4.1. Term. The term of this Agreement shall commence on the Effective Date and shall continue for as long as Customer has an active Estimate/Order Form referencing this Agreement. The initial service period of the Services procured by Customer shall continue for the Term applicable to such Services specified in the applicable Estimate/Order Form. In the event that all of Customer's Estimate/Order Forms for Services placed under this Agreement expire or terminate, this Agreement shall similarly expire or terminate. If Customer has not entered into an Estimate/Order Form with Oracle regarding renewal of Customer's Services prior to the expiration of the initial Term or then-current renewal Term of such Services, then the subscription term for such Services shall be automatically renewed for one (1) year unless and until either party provides written notice of non-renewal to the other at least thirty (30) days before expiration of the applicable initial Term or then-current renewal Term. Notwithstanding the foregoing, such auto-renewals shall not apply to Professional Services unless (a) Professional Services are for training subscription(s) or (b) expressly specified in the SOW for such Professional Services.

4.2. Fees and Payment. All fees payable are due within 30 days from the invoice date unless otherwise specified in the applicable Estimate/Order Form. Except as otherwise provided on the Estimate/Order Form, SOW or this Agreement, once placed, each Estimate/Order Form and SOW is non-cancellable and all sums paid are non-refundable.

4.3. The fees and the term of use for additional capacity of the applicable Cloud Service metric and other items procured during a current Term will co-terminate with and be prorated through the end date of the Term for the applicable Cloud Service. Pricing for subsequent renewal Estimate/Order Forms shall be set at then current Oracle pricing, unless otherwise agreed to by the parties.

4.4. Taxes. Oracle fees do not include any local, state, federal or foreign taxes, levies or duties of any nature, including value-added, sales use or withholding taxes ("**Taxes**"). Customer is responsible for paying all Taxes, excluding only taxes based on Oracle's net income. If Oracle has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Oracle with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. Proprietary Rights.

5.1. Ownership of Customer Data. As between Oracle and Customer, all title and intellectual property rights in and to the Customer Data is owned exclusively by Customer. Customer acknowledges and agrees that in connection with the

provision of the Services, Oracle may store and maintain Customer Data for a period of time consistent with Oracle's standard business processes for the Services. Following expiration or termination of the Agreement or a Customer account, if applicable, Oracle will deactivate the applicable Customer account(s) and delete any data therein. Customer grants Oracle the right to host, use, process, display and transmit Customer Data to provide the Services pursuant to and in accordance with this Agreement and the applicable Estimate/Order Form or SOW. Customer has sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Customer Data, and for obtaining all rights related to Customer Data required by Oracle to perform the Services.

5.2. Oracle Intellectual Property Rights. All rights, title and interest in and to the Services (including without limitation all intellectual property rights therein and all modifications, extensions, customizations, scripts or other derivative works of the Services provided or developed by Oracle) and anything developed or delivered by or on behalf of Oracle under this Agreement (including without limitation, Deliverables and SuiteCloud Technologies) are owned exclusively by Oracle or its licensors. Except as provided in this Agreement, the rights granted to Customer do not convey any rights in the Services, express or implied, or ownership in the Services or any intellectual property rights thereto. Customer grants Oracle a royalty free, worldwide, perpetual, irrevocable, transferable right to use, modify, distribute and incorporate into the Services (without attribution of any kind) any suggestions, enhancement request, recommendations, proposals, correction or other feedback or information provided by Customer or any Users related to the operation or functionality of the Services. Any rights in the Services or Oracle's intellectual property not expressly granted herein by Oracle are reserved by Oracle. Oracle, NetSuite and SuiteProjects Pro service marks, logos and product and service names are marks of Oracle (the "**Oracle Marks**"). Customer agrees not to display or use the Oracle Marks in any manner without Oracle's express prior written permission. The trademarks, logos and service marks of Third Party Application providers ("**Marks**") are the property of such third parties. Customer is not permitted to use these Marks without the prior written consent of such third party which may own the Mark.

5.3. Intentionally left blank.

6. Terms of Service.

6.1. Accuracy of Customer's Contact Information. Customer shall provide accurate, current and complete information on Customer's legal business name, address, email address and phone number, and maintain and promptly update this information if it should change.

6.2. Notice. Any notice required under this Agreement shall be provided to the other party in writing. If Customer has a legal dispute with Oracle or if Customer wishes to provide a notice under the Indemnification Section of this Agreement, or if Customer becomes subject to insolvency or other similar legal proceedings, Customer will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway Redwood Shores, CA 94065, Attention: General Counsel, Legal Department.

6.3. Intentionally left blank.

6.4. Intentionally left blank.

6.5. Third-Party Applications; Customer Developed SuiteApps.

6.5.1 The Services may enable Customer to link to, transfer Customer Data to, or otherwise access, Third Party Applications. Oracle does not control and is not responsible for Third Party Applications, regardless of whether or not such Third Party Applications are provided by a third party that is a member of an Oracle partner program or otherwise designated by Oracle as "Built For NetSuite," "certified," "approved" or "recommended. If Customer installs or enables Third Party Applications for use with the Cloud Service, Customer agrees that Oracle may enable such third party providers to access Customer Data for the interoperation of such Third Party Applications with the Cloud Service, and any exchange of data or other interaction between Customer and a third party provider is solely between Customer and such third party provider pursuant to a separate privacy policy or other terms governing Customer's access to or use of the Third Party Applications. Customer is solely responsible for complying with the terms of access and use of Third Party Applications, and if Oracle accesses or uses any Third Party Applications on Customer's behalf to facilitate performance of the Cloud Services, Customer is solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to Customer, is authorized by the terms of access and use for such services. If Customer transfers or causes the transfer of Customer Data from the Cloud Services to a Third Party Application or other location, that transfer constitutes a distribution by Customer and not by Oracle.

6.5.2 Any Third Party Applications Oracle makes accessible are provided on an "as-is" and "as available" basis without any warranty of any kind. Oracle disclaims all liabilities arising from or related to Third Party Applications. Oracle shall not be responsible for any disclosure, modification or deletion of Customer Data resulting from any such access by Third Party Applications or third party providers. No procurement of such Third Party Applications is required to use the Cloud Service.

6.5.3 If Customer was referred to Oracle by a member of one of Oracle's partner programs, Customer hereby authorizes Oracle, or its applicable affiliate, to provide such member or its successor entity with access to Customer's business information related to the procurement and use of the Cloud Service pursuant to this Agreement, including but not limited to User names and email addresses, support cases and billing/payment information.

6.5.4 Customer acknowledges that: (a) the nature, type, quality and availability of Third Party Applications may change at any time during the Term, and (b) features of the Cloud Services that interoperate with Third Party Applications, may depend on the continuing availability of such Third Party Applications. Any change to Third Party Applications, including their unavailability, during the Term does not affect Customer's obligations under this Agreement or the applicable Estimate/Order Form, and Customer will not be entitled to any refund, credit or other compensation due to any such changes.

6.5.5 Customer Developed SuiteApps. Customer developed SuiteApps are considered Third Party Applications under this Agreement. Customer is solely responsible for controlling access to (including accessible attributes) Customer's developed SuiteApps. Oracle reserves the right to inspect all Customer developed SuiteApps.

6.6. Support Services, Professional Services and Training Services.

6.6.1 Support Services. As part of the Cloud Service, Oracle will provide Customer with Help Documentation and other online resources to assist Customer in its use of the Cloud Service. Oracle also offers optional "for fee" Support Services.

6.6.2 Professional Services. Oracle offers optional "for fee" Professional Services. Oracle will provide Customer with Professional Services as set forth in an SOW executed by Oracle and Customer or an Estimate/Order Form executed by Customer and accepted by Oracle. All SOWs are subject to the terms of this Agreement.

6.6.3 Training Services. All training services, including any Deliverables, are provided for Customer's internal training purposes only. Customer may not replicate the Deliverables or use the Deliverables to develop any of the products described in such training Deliverables. Training Deliverables are not subject to any maintenance, support, or updates.

6.7. Intentionally left blank.

6.8. Updates. During the Term, Oracle may update the Services and the Oracle NetSuite Written Materials to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Applications. Oracle updates to the Services or the Oracle NetSuite Written Materials will not materially reduce the level of performance, functionality, security or availability of the Services during the Term.

6.9. Service Monitoring and Analyses

6.9.1 Oracle continuously monitors the Cloud Service to facilitate Oracle's operation of the Services; to help resolve Customer service requests; to improve and optimize Customer's use of the Services; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any Customer Data residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by Customer or any of Customer's Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Customer Data) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

6.9.2 Oracle may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses (i) and (ii) are collectively referred to as "Service Analyses"). Oracle retains all intellectual property rights in Service Analyses.

6.10. Security. Oracle shall maintain commercially reasonable administrative, physical and technical safeguards designed for the protection, confidentiality and integrity of Customer Data, as described in the Oracle NetSuite Hosting and Support Delivery Policies available at https://www.oracle.com/corporate/contracts/cloud-services/netsuite/cloud-delivery-policies.html.

6.11. Intentionally left blank.

6.12. Data Protection

6.12.1 In performing the Services, Oracle will comply with the Oracle Services Privacy Policy, which is available at http://www.oracle.com/html/Services-privacy-policy.html and incorporated herein by reference. The Oracle Services Privacy Policy is subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of protection provided for Customer's Personal Data (as defined in Oracle's Data Processing Agreement) provided as part of Customer Data during the Term.

6.12.2 Unless otherwise provided in the applicable Estimate/Order Form, the version of Oracle's Data Processing Agreement for Oracle Services (the "**Data Processing Agreement**") applicable to Customer's Estimate/Order Form, which is available at http://www.oracle.com/corporate/contracts, as of the Estimate/Order Form Effective Date, and is incorporated herein by reference, will remain in force during the Term specified in Customer's Estimate/Order Form. The Data Processing Agreement describes the parties' respective roles for the processing and control of Personal Data that Customer provides to Oracle as part of the Services. Unless otherwise provided in the applicable Estimate/Order Form, Oracle will act as a data processor, and will act on Customer instructions concerning the treatment of Customer's Personal Data residing in the services environment, as specified in this Agreement, the Data Processing Agreement and the applicable Estimate/Order Form.

Customer agrees to provide any notices and obtain any consents related to Customer's use of the Services and Oracle's provision of the Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data.

6.12.3 The Data Processing Agreement does not apply to any (1) demonstration accounts, trials, beta releases, or other similar versions of the services or (2) any features, services or products which are provided pursuant to a separate agreement or by a party other than Oracle (e.g., where Oracle is merely a billing/collection agent) including but not limited to Celigo and Pacejet.

7. Suspension/Termination.

7.1. Suspension for Delinquent Account. Oracle reserves the right to suspend Customer's access to and/or use of the Services if any payment is due but unpaid.

7.2. Suspension for Ongoing Harm. Oracle may suspend Customer's or Users' access to, or use of, the Services, including without limitation, SuiteCloud Technologies, if Oracle believes that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; (b) Customer or Users are accessing or using the Services to commit an illegal act; or (c) there is a violation of the Acceptable Use Policy. When reasonably practicable and lawfully permitted, Oracle will provide Customer with advance notice of any such suspension. Oracle will use reasonable efforts to re-establish the Services promptly after Oracle determines that the issue causing the suspension has been resolved. During any suspension period, Oracle will make Customer Data (as it existed on the suspension date) available to Customer. Any suspension under this Section shall not excuse Customer from Customer's obligation to make payments under this Agreement.

7.3. Termination for Cause. If either Customer or Oracle breaches a material term of this Agreement or any Estimate/Order Form or SOW and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate (a) in the case of breach of any Estimate/Order Form or SOW, the Estimate/Order Form and any applicable SOW under which the breach occurred; or (b) in the case of breach of the Agreement, the Agreement and all Estimates/Order Forms and SOWs that have been placed under the Agreement. If Oracle terminates any Estimates/Order Forms as specified in the preceding sentence, Customer must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services under such Estimates/Order Forms and SOWs plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. Customer agrees that if it is in breach under this Agreement, Customer may not use those Services ordered.

7.4. Customer agrees that Oracle shall not be liable to Customer or other third party for any suspension pursuant to this Section 7.

8. Confidentiality.

8.1. By virtue of this Agreement, the parties may disclose to each other information that is confidential ("Confidential Information"). Confidential Information shall be limited to the terms and pricing under this Agreement and Customer's Estimate/Order Forms, Customer Data residing in the Cloud Service, and all information clearly identified as confidential at the time of disclosure.

8.2. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

8.3. Each party agrees not to disclose the other party's Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, Oracle will protect the confidentiality of Customer Data residing in the Cloud Service for as long as such information resides in the Cloud Service. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement, and each party may disclose the other party's Confidential Information in any legal proceeding or to a governmental entity as required by law. Oracle will protect the confidentiality of Customer Data residing in the Services in accordance with the Oracle security practices applicable to Customer's Estimate/Order Form as described in this Agreement or such Estimate/Order Form.

9. Warranties, Disclaimers and Exclusive Remedies.

9.1. Each party represents that it has validly entered into this Agreement and that it has the power and authority to do so. Oracle warrants that during the Term, Oracle will perform (i) the Cloud Service using commercially reasonable care and skill in all material respects as described in the Oracle NetSuite Written Materials, and (ii) any Professional Services and Support Services in a professional manner consistent with industry standards (the warranties described by the foregoing clauses (i) and (ii), collectively, the "Services Warranty"). If the Services provided to Customer were not performed as warranted, Customer must promptly provide Oracle with a written notice that describes the deficiency in the Services (including, as

applicable, the service request number notifying Oracle of the deficiency in the Services). For Professional Services, Customer must notify Oracle of any warranty deficiencies within 60 days from performance of the deficient Professional Services.

9.2. ORACLE DOES NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT ORACLE WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS. ORACLE IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM CUSTOMER DATA OR THIRD PARTY APPLICATIONS OR SERVICES PROVIDED BY THIRD PARTIES.

9.3. FOR ANY BREACH OF THE SERVICES WARRANTY, CUSTOMER'S EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, CUSTOMER MAY END THE DEFICIENT SERVICES AND ORACLE WILL REFUND TO CUSTOMER THE FEES FOR THE TERMINATED SERVICES THAT CUSTOMER PRE-PAID TO ORACLE FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.

9.4. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. Limitations of Liability.

10.1. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION.

10.2. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR CUSTOMER'S ESTIMATE/ORDER FORM, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER CUSTOMER'S ESTIMATE/ORDER FORM OR SOW FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

11. Indemnification.

11.1. If a third party makes a claim against either Customer or Oracle ("Recipient" which may refer to Customer or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either Customer or Oracle ("Provider" which may refer to Customer or Oracle depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);

b. gives the Provider sole control of the defense and any settlement negotiations; and

c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

11.2 If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects Oracle's ability to meet obligations under the relevant Estimates/Order Forms, then Oracle may, upon 30 days prior written notice, terminate the Estimates/Order Forms. If such Material is third party technology and the terms of the third party license do not allow us to terminate the license, then Oracle may, upon 30 days prior written notice, end the Services associated with such Material and refund any unused, prepaid fees for such Services.

11.3 The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or the User Guides, or (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any Material not furnished by the Provider. Oracle will not indemnify Customer to the extent that an infringement claim is based on a Third Party Application or any Material from a third party portal or other external source that is accessible or made available to Customer within or by the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, marketing data from third party data providers, etc.).

11.4 This Section 11 provides the parties' exclusive remedy for any infringement claims or damages.

12. Governing Law and Jurisdiction. This Agreement is governed by the substantive and procedural laws of the State of California and each party agrees to submit to the exclusive jurisdiction of, and venue in, the courts in San Francisco or Santa Clara counties in California in any dispute arising out of or relating to this Agreement. The Uniform Computer Information Transactions Act does not apply to this Agreement or to orders placed under it.

13. Export.

13.1 Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. Such export laws govern use of the Services (including technical data) and any Services deliverables provided under this Agreement, and Customer and Oracle each agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). Customer agrees that no data, information, software programs and/or materials resulting from the Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

13.2 Customer acknowledges that the Services are designed with capabilities for Customer and Customer Users to access the Services without regard to geographic location and to transfer or otherwise move Customer Data between the Services and other locations such as User workstations. Customer is solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Customer Data.

14. General Provisions.

14.1. Entire Agreement.

14.1.1. This Agreement incorporates by reference all URL Terms (as applicable), Exhibits and Estimate/Order Forms, and this Agreement, together with such referenced items, constitute the entire understanding between Customer and Oracle and are intended to be the final and entire expression of their agreement. The parties expressly disclaim any reliance on any and all prior discussions, emails, RFP's and/or agreements between the parties. There are no other verbal agreements, representations, warranties undertakings or other agreements between the parties.

14.1.2. Under no circumstances will the terms, conditions or provisions of any purchase order, invoice or other administrative document issued by Customer in connection to this Agreement be deemed to modify, alter or expand the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of Oracle to object to such terms, provisions, or conditions. In the event of any inconsistencies between the terms of an Estimate/Order Form and the Agreement, the Estimate/Order Form shall take precedence; however, unless expressly stated otherwise in an Estimate/Order Form, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an Estimate/Order Form.

14.1.3. The Agreement shall not be modified, or amended, except as expressly set forth herein, or in writing and signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted, or by a properly executed Estimate/Order Form or SOW. Notwithstanding the above, Customer may be presented with additional click through agreements prior to enabling optional services or features. Customer acknowledges that these click through agreements as well as, the agreements found at https://www.oracle.com/corporate/contracts/cloud-services/netsuite/, shall apply if optional services or features are subsequently ordered or activated. For clarity, such other click through agreements will only apply to such optional services or features.

14.2. Other General Provisions.

14.2.1. This Agreement shall inure to benefit and bind the parties hereto, their successors and assigns. Customer may not assign this Agreement or give or transfer the Services or any interest in the Services to another individual or entity. There are no third-party beneficiaries to this Agreement.

14.2.2. Oracle is an independent contractor, and each party agrees that no joint venture, partnership, or agency relationship exists between the parties.

14.2.3. Oracle's business partners and other third parties, including any third parties with which the Services have integrations or that are retained by Customer to provide consulting services, implementation services or applications that interact with the Services, are independent of Oracle and are not Oracle's agents. Oracle makes no representation or warranty about the suitability of any Oracle business partner or any third party in connection with the provision of consulting services, implementation services or applications. Customer is solely responsible for selection of any third parties Customer engages to provide consulting services or implementation services. Oracle is not liable for, bound by, or responsible for any problems with the Services or Customer Data arising due to any acts of any such business partner or third party, unless the business partner or third party is providing Services as Oracle's subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as Oracle would be responsible for our resources under this Agreement.

14.2.4. If any provision is held by a court of competent jurisdiction to be contrary to law, such provision shall be eliminated or limited to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. A waiver of any

breach under this Agreement should not constitute a waiver of any other breach or future breach.

14.2.5. Force Majeure. Neither party shall be liable for loss, delay, nonperformance (including failure to meet the service level commitment but excluding payment obligations) to the extent resulting from any force majeure event, including, but not limited to, acts of God, strike, riot, fire, explosion, flood, earthquake, natural disaster, terrorism, act of war, civil unrest, criminal acts of third parties, failure of the Internet, governmental acts or orders or restrictions, failure of suppliers, labor stoppage or dispute (other than those involving Oracle employees), or shortage of materials, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible and any delivery date shall be extended accordingly.

14.2.6. Non-Impediment. Nothing in this Agreement shall be construed as precluding or limiting in any way the right of Oracle to provide consulting, development, or other services of any kind to any individual or entity (including without limitation performing services or developing materials which are similar to and/or competitive with the Professional Services and/or Deliverables hereunder).

14.2.7. Audit. Upon forty-five (45) days written notice and no more than once every twelve (12) months, Oracle may audit Customer's use of the Cloud Services to ensure Customer's use of the Cloud Services is in compliance with the terms of the applicable Estimate/Order Form and this Agreement. Any such audit shall not unreasonably interfere with Customer's normal business operations. Customer agrees to cooperate with Oracle's audit and to provide reasonable assistance and access to information reasonably requested by Oracle. The performance of the audit and non-public data obtained during the audit (including findings or reports that result from the audit) shall be subject to the provisions of section 8 (Confidentiality) of this Agreement. If the audit identifies non-compliance, Customer agrees to remedy (which may include, without limitation, the payment of any fees for additional Cloud Services) such non-compliance within 30 days of written notification of that non-compliance. Customer agrees that Oracle shall not be responsible for any of Customer's costs incurred in cooperating with the audit.

14.2.8. The Section headings used in this Agreement are included for reference purposes only and shall not affect the meaning or interpretation of this Agreement in any way. Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive. This Agreement may be executed in counterparts and/or by facsimile or electronic signature and if so executed shall be equally binding as an original copy of this Agreement executed in ink by both parties.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS, AND THE PERSON SIGNING ON BEHALF OF EACH HAS BEEN AUTHORIZED TO DO SO. IF THE PERSON SIGNING BELOW AS CUSTOMER IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH PERSON REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS.

CUSTOMER NAME: City of Caldwell, ID	**ORACLE AMERICA, INC.**
Authorized Signature: _____	**Authorized Signature:** _____
Print Full Name: _____	**Print Full Name:** _____
Job Title: _____	**Job Title:** _____
Signature Date: _____	**Signature Date:** _____

Addendum [A]
Prime Contractor Addendum to the Subscription Services Agreement

This Prime Contractor Addendum (the "Addendum") is between Customer and the Oracle entity with which you entered into the Subscription Services Agreement ("Oracle") and shall be governed by the terms of the Subscription Services Agreement between Oracle and you dated _____ (the "Agreement") and the terms set forth below. This Addendum is entered into as of the date of the last party to sign below ("Effective Date"). Definitions used in the Agreement shall have the same meaning under this Addendum, unless expressly stated otherwise. If there is a direct conflict between a term of this Addendum and a term of the Agreement with respect to the subject matter of this Addendum, the term of this Addendum shall prevail. This Addendum applies only with respect to Services that Customer acquires through the Oracle-approved reseller of such Services identified below as Prime Contractor.

1. Definitions.

"Cloud Service" means, collectively, the NetSuite online business application suite (and any optionally procured modules) (the "NetSuite Service") and/or the OpenAir online Professional Services Automation application suite (and any optionally procured modules) (the "OpenAir Service") as described in the applicable User Guides that is procured by Customer in the Order Form and any subsequent Order Form from time to time, including associated offline components, but excluding Third Party Applications, Support Services and Professional Services.

"Order Form" means an order form, renewal notification or other ordering document in the name of and executed by Customer issued to and accepted by Prime Contractor under the Prime Contract, which specifies the Cloud Service or Support Services to be provided by Oracle, subject to the terms of this Agreement.

"Prime Contract" means that certain agreement executed by and between Customer and Prime Contractor under which Customer and Prime Contractor have entered into an Order Form.

"Prime Contractor" means the authorized NetSuite reseller from whom Customer has ordered the Services.

"Services" means, collectively, the Cloud Services, Professional Services and Support Services.

2. Ordering.

2.1. Order Forms. The Cloud Service and Support Services shall be ordered by Customer from Prime Contractor pursuant to one or more Order Forms issued between Prime Contractor and Customer under the Prime Contract

2.2. Order Provisioning. Oracle's provision of the Services (including Support Services) to Customer, and Customer's use thereof, shall be subject to the terms and conditions of the Agreement and this Addendum.

3. Term and Termination.

3.1. Addendum Term. The term of this Addendum shall commence on the Effective Date and shall co-terminate with the Agreement. The terms and conditions of the Agreement will continue to apply to the Customer's Services purchased under this Addendum until the date that the Service(s) referenced in all Order Forms are completed, expired or terminated in accordance with the terms therein or this Addendum or the Agreement.

3.2. Addendum Subscription Term. The initial subscription term uof the applicable Services procured by Customer under this Addendum shall be the period for which the Prime Contractor has placed an order with Oracle for such Services on Customer's behalf, subject to the terms hereof. The Services may only be renewed if such Services are generally available to commercial customers.

3.3. Suspension for Delinquent Account. Oracle reserves the right to suspend or terminate Customer access to and/or use of the Services if Prime Contractor has breached its payment obligations to Oracle with respect to amounts due for such Services. Customer agrees that Oracle shall not be liable to Customer or to any Customer Affiliate or other third party for any suspension or termination of the Services pursuant to this Section.

3.4. Termination for Cause/Expiration. Either party may immediately terminate this Addendum in the event the other party commits a material breach of any provision of this Addendum which is not cured within thirty (30) days of written notice from the non-breaching party.

4. Fees & Payment. Customer shall pay to Prime Contractor the fees determined by the Prime Contractor for the Services specified in an Order Form, in accordance with the terms of the Prime Contract. For avoidance of doubt, in the event of a refund or credit being applicable under the terms of this Addendum or Agreement, Oracle will issue such refund or credit to the Prime Contractor only, and not directly to Customer.

5. Transacting through Prime Contractor.

5.1. As applicable to the Services, Customer and Prime Contractor shall enter into an appropriate Order Form stating Customer's name, address, administrator email address, Service subscription start and end dates, Service subscription fees and payment method, together with other necessary information which Oracle may require to provision an account for Customer. Customer hereby authorizes Oracle to provide Prime Contractor or its successor entity with access to Oracle's business information related to the procurement and use of the Services pursuant to this Addendum and the Agreement, including but not limited to User names and email addresses and support cases.

5.2. Customer and Prime Contractor may enter into separate terms and conditions concerning the provision of Prime Contractor or third party products or services other than the Services. Customer agrees that the terms of this Addendum and the Agreement shall exclusively govern Customer's use of the Service. Customer acknowledges that Prime Contractor is not authorized to make any warranties, representations, promises, or commitments concerning the Services as applicable, that are not authorized in writing by Oracle and Customer agrees that any such warranties, representations, promises, or commitments are not binding on or enforceable against Oracle. Customer hereby unconditionally releases Oracle from any and all liability in connection with warranties, representations or other commitments or statements made by Prime Contractor with respect to the Services that are inconsistent with this Addendum and the Agreement.

5.3. If Oracle imposes fees for a feature or functionality of the Service are based on usage of the Service, then Oracle may access and use Customer Data as reasonably necessary to determine the fees to be charged to Prime Contractor for the applicable feature or functionality.

6. Transacting Directly with Oracle. Should Customer and/or Prime Contractor elect to terminate the Prime Contract or an associated Order Form, Customer may elect to renew the applicable Services directly from Oracle. In such event, Customer will be required to enter into a new Estimate/Order Form for the Services. Pricing for the foregoing renewal and any additional Users and/or modules shall be at Oracle's then-current pricing.

7. Transacting through an alternate prime contractor. Should Customer and/or Prime Contractor elect to terminate the Prime Contract or an associated Order Form, Customer may elect to renew the applicable Services through an alternate prime contractor. In such event, Customer will be required to enter into a new Order Form for the Services

8. Other.

8.1. Additional Users, Modules and Other Items. Additional Users, modules and other items procured during an existing subscription term must co-terminate with the then current end of the applicable subscription term.

8.2. Users Access. Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services and shall promptly notify Oracle and Prime Contractor of any unauthorized access or use of the Services and any loss or theft or unauthorized use of any User's password or name and/or Services account numbers.

8.3. Data Processing Agreement.

8.3.1. The Oracle Data Processing Agreement covering the NetSuite Services, which may be found at https://www.oracle.com/corporate/contracts/cloud-services/ ("Data Processing Agreement"), is incorporated herein by this reference and describes how Oracle will process Personal Data (as defined therein) that Customer provides to Oracle as part of Oracle's provision of the NetSuite services to Customer under the Order Form, unless otherwise stated in the Data Processing Agreement or the Order Form.

8.3.2. Customer's signature on the Order Form constitutes Customer's agreement to the Data Processing Agreement, unless stated otherwise in the Subscription Services Agreement that governs the Order Form. This Data Processing Agreement does not apply to the following services that may be included in the Order Form: Mobile Push Notifications (a feature of the NetSuite for iPhone Mobile Application), any NetSuite POS Cloud Services, OrderMotion, TribeHR, Light CMS, or any other services identified by Oracle as being excluded from the applicability of this Data Processing Agreement. The Data Processing Agreement also does not apply to any (1) demonstration accounts, trials, beta releases, release preview or other similar versions of the services or (2) any features, services or products which are provided pursuant to a separate agreement or by a party other than Oracle (as defined in the Data Processing Agreement) (e.g. where Oracle is merely a billing/collection agent) including but not limited to Celigo and Pacejet,).

8.3.3. For purposes of the Order Form, (1) the definition of "Services Agreement" in Section 11 of the Data Processing Agreement is deleted and replaced in its entirety with the following definition: "Services Agreement" means (i) the applicable order for the Services you have purchased from Oracle; (ii) the applicable master agreement referenced in the applicable order; (iii) the Privacy Policy found at https://www.oracle.com/legal/privacy/ (or other location as may be updated by Oracle), and (iv) the Data Security Addendums found at www.netsuite.com/tos; and (2) references to the "Cloud Hosting and Delivery Policies" in the Privacy Code for Processing Personal Information of Customer Individuals, shall be replaced by the applicable Data Security Addendum found at www.netsuite.com/tos.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS ADDENDUM, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS, AND THE PERSON SIGNING ON BEHALF OF EACH HAS BEEN AUTHORIZED TO DO SO. IF THE PERSON SIGNING BELOW AS CUSTOMER IS ENTERING INTO THIS ADDENDUM ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH PERSON REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS.

Addendum [A]
Prime Contractor Addendum to the Subscription Services Agreement

Customer Name:	**City of Caldwell, ID**	**Oracle America, Inc.**	
Authorized Signature:		**Authorized Signature:**	
Print Full Name:		**Print Full Name:**	
Job Title:		**Job Title:**	
Signature Date:		**Signature Date:**	

Memorandum

To:

City Council

Meeting Date:

March 2, 2026

Item Name:

Approve Resolution Authorizing the Purchase of UV Treatment Equipment

Summary Statement:

This Ultraviolet system is a method for destroying disease-causing organisms in the wastewater effluent. The UV light
destroys the genetic material of microorganisms which prevents them from reproducing.
This UV system is in important piece of the Wastewater Treatment process. The consequences of failure of any part
of this process can be catastrophic to our environment and our residents. Fines can also be very costly if compliance
standards are not met.
UV upgrade replacement parts, and this annual agreement will assign a Xylem technician to visit the Wastewater
Plant to perform all necessary inspections and minor maintenance work to help extend asset life and reduce costs for
unplanned work, such as breakdowns and emergency call-outs.
These upgrades will create energy savings and expand the lifespan of the UV system. Adding the Service Plan
Agreement will also include a 12% discount on the list price of parts ordered during the agreement.
The total for the UV upgrade replacement parts for both channels and the PM Agreement is $132,000.

Recommended Action:

Approve purchase of the UV Replacement Parts and the Annual Preventative Maintenance Agreement.

Budget: Finance Review

Budgeted

Cost Impact: $ 133,219.00
Funding Source: WWTP 72-8-27-200- 66350
Timeline: ASAP

Attachments:

1. Resolution UV Parts Replacement and PMA 2026
2. Wedeco UV TotalCare Services Proposal - Caldwell, ID Oct 2025
3. UV Replacement Parts PMA 2026

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CALDWELL, IDAHO, to approve the purchase of UV Replacements parts for the upgrade of both UV Channels, along with a Preventative Maintenance Agreement for the UV System.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Caldwell, Idaho, that the Caldwell City Council authorizes the purchase of UV Upgrade parts for two UV channels and a Preventative Maintenance Agreement in the amount of $133,219.

PASSED BY THE COUNCIL of the City of Caldwell, Idaho

APPROVED BY THE MAYOR of the City of Caldwell, Idaho

Approved

By _____

Mayor

ATTEST:

By _____

City Clerk

Wedeco UV TotalCare Services Proposal

Improving Performance, Reducing Costs



TAK55 7-5X2I2W

Caldwell WTTP
Caldwell, ID

ATTN: Mr. Tony Hartman

Wedeco Project #: **U10020**
Wedeco Quote #: **00780582**
Wedeco Contact: **Jenny Banci**
Date of Contract Proposal: **October 2, 2025**

Xylem Water Solutions
4828 Parkway Plaza Blvd, Charlotte, NC 28217
Tel: (704) 409 – 9700 Fax: (704) 409 – 9839
www.xylem.com

WEDECO
a xylem brand

Xylem TotalCare Services

Introduction

TotalCare Preventative Maintenance (PM) Services are the most economical, and also the most popular of all TotalCare services. With the Preventative Maintenance service, a Xylem technician will visit your site to perform all necessary inspections and minor maintenance work.

Xylem TotalCare Services will enable you to reduce the total cost of ownership by providing technical and process support. Our TotalCare services work because we are committed to supporting you and your Wedeco UV system throughout its operational life; ensuring that you achieve the lowest cost of equipment ownership through increased reliability, reduced energy consumption and proactive maintenance.

Keeping maintenance costs down
With resources tight and cost-cutting measures in place across the board, companies are looking for smart ways to extend asset life and reduce costs for unplanned work, such as breakdowns and emergency callouts.

A preventive maintenance service program is proposed that is completely tailored to your needs. Yearly, semi-annual or quarterly planned visit by a Xylem Field Service Technician specifically trained in the maintenance of the Wedeco UV System will be carried out utilizing a well-defined service schedule.

Xylem's Wedeco UV systems are required to perform 24/7. To guarantee this performance level, regular inspection and maintenance combined with the use of genuine OEM spare parts is essential. Key benefits that you can expect from a Xylem TotalCare preventive maintenance service program include:

- Plant optimization with focus on reducing plant operational costs
- Priority in service scheduling
- Custom tailored preventative maintenance plans
- Unlimited phone support
- Discounts on spare parts
- Additional on-site training
- Knowledgeable factory trained UV service technicians
- Confirm instrument calibration and set-up
- Reduce system down time

Total Care Activities – Open Channel UV Systems – TAK55	
Typical Tasks	Duron & TAK Systems
System Review	Pre-visit: • Identify outstanding issues from prior visits as well as new issues. • Recommend parts required for upcoming work. Onsite: • Review system history and alarm log since last visit– identify key tasks to resolve during visit.
Control Cabinets	• Inspect cabinets for dust and/or corrosion. Recommend cleaning as necessary. (Cleaning to be performed by site personnel as needed). • Confirm adequate cooling and or airflow through cabinet. • Check for hot spots that could cause temperature faults. • Replace filters as need from spares stock. • Troubleshoot and resolve faulty ballasts. • Replaced failed ballasts from spares stock as needed. • If indicated, measure incoming, voltage, current, neutral, and ground of supplied system power. Identify deficiencies and diagnostic recommendations. • Validate proper operation and set points of HMI, adjust as needed. • Validate proper operation and set points of internal UV system controllers, adjust as needed. • Validate proper function of all signal isolators. Replace from onsite spares as needed. • Validate proper function of all safety circuits. • Perform basic functional test of AC units if present. • Check remote communications if applicable.
Cables & Junction Boxes	• Examine cables, connectors and Harting hardware for proper function. Replace faulty hardware with onsite spares. • Identify and provide recommendations for unusual wear, rust and/or corrosion of components. Replace as needed from onsite spares.
Modules, Lamps, Reactor, Sleeves & Connectors	• Identify and provide recommendations for unusual wear, rust and/or corrosion of components. Replace as needed from onsite spares. • Check quartz sleeves for excessive surface abrasions, replace as needed from onsite spares. • Check quartz sleeves for excessive water ingress, replace from onsite spares as needed. • Identify and resolve any loose connections. • Validate cable connector functionality. Replace O-rings, or connector assembly from onsite spares as needed. • Check intensity sensors for proper operation, clean if needed, replace from onsite spares as necessary. • Examine Intensity sensor cleaning brushes. Replace from onsite spares as needed. • Examine a representative sampling of lamps for signs of excessive aging, replace as needed. Identify source of problem if premature. • Troubleshoot failed components and replace from onsite spares as needed.
Control Philosophy	• Identify chronic alarms - root cause and resolve. • Validate intensity readings. • Root cause and resolve UV intensity issues if system related (doesn't include system cleaning). • Validate incoming flow signal. Identify any inconsistencies. • Validate basic PLC function in Manual, Maintenance and Automatic modes
Wiper Cleaning Systems	• Repair junction box, pneumatic line, fitting and wiper module leaks utilizing onsite spares as needed. • Change air compressor filtration desiccant from onsite spares as needed. • Purge system of all water and oil.

	• Identify airline freezing risks. Make resolution recommendations as needed. • Validate all compressor set points. Fine tune as needed. • Validate operation of wiper modules to specification. Replace from onsite spares as needed. • Validate proper operation of wiper module limit switches. Replace from onsite spares as needed. • Confirm operation of automatic drain valve repair or replace from onsite spare as needed
Control Instrumentation	• Clean and validate level switches. • Clean and validate proper operation of ultrasonic level/flow measurement system. • Clean & calibrate onsite transmittance monitor.
Physical and Mechanical Components	• Validate proper manual and auto operation of all control gates. Adjust set points, torque settings and lubricate penstocks as necessary. • Validate weir elevation in conjunction with level controls. • Identify excessive gate and/or weir leakage if indicated by level control issues (if possible). • Check baffle plate for buildup. Recommend cleaning process as needed.
Water Quality	• Check fouling of quartz sleeves. Provide instruction and recommendations on cleaning if necessary. • Remove excessive debris (algae, trash, etc.) from module and cable assemblies • Identify recommendations for excessive channel fouling, debris buildup and other possible sources of sampling contamination. • Compare effluent transmittance against system design requirements. Identify possible sources of discrepancies.
Operational	• Provide informal operation, maintenance, and/or safety training as requested. • Identify maintenance and/or operation concerns and associated improvement recommendations • Identify spares utilized and recommendations for replacement or adjustments to existing levels. • Identify approximate future timeline for consumables (lamps, ballasts, sleeves, wiper rings, etc.) replacement. • Identify operational enhancements (power settings, timer adjustments, etc.). • Review Xylem 24/7 contact information.

Maintenance Contracts

Preventative Maintenance Package

All preventative maintenance contract agreements will begin on the commencement signature date and will expire on the term of 12 months. Contracts are invoiced 100% at the time of contract and in advance of service. Pricing for preventative maintenance services is as follows:

Each visit will be TWO. **(2)** full day(s) on site. TWO **(2)** visits per contract period. Parts ordered during the term of this agreement, will be given a 12% discount from our list price.	
	$12,280

With the purchase of a TotalCare Preventative Maintenance contract, the customer can choose to add additional days to their onsite visits. Additional days can be added to any level service at a rate of **$2,020.00** for each day added.

**The number of days presented under the contract description, represent the amount of time required to complete the specific scope of work as originally presented. If during the term of the contract, the customer asks for work in addition to the outlined scope of work, additional compensated days must be added to the contract prior to the work being performed to cover the additional tasks requested. If during the term of the contract, new tasks are requested in lieu of items contained in the original contract scope of work supplied, additional days may be required as indicated above. Additionally, the customer acknowledges that Xylem is only responsible for the new work that they are requested to perform and the remaining contract scope not excluded by the customer. There will be no warranties, actual, or implied where no work was performed.*

Spare Parts - Recommended spare parts

Description	Part No.	Price
Available upon request		



Training (Optional)

UV Training with Troubleshooting Package

Xylem can offer comprehensive and tailored UV training packages, which are designed to keep site operators fully trained on UV methodology, operation and troubleshooting. This course will consist of one (1) full day of onsite training by one of our senior technicians.

UV Instructional Training Package
One (1) day on site. Training will be performed by Sr. Technician.
$2,020.00*

*Price based when scheduled as an additional service during maintenance visit

SELECT OPTION BY CHECKING BOX (REQUIRED):

☐ **PMA PACKAGE** **$12,280**

☐ **PMA PACKAGE WITH 1 DAY TRAINING** **$14,300**

For questions regarding this preventative maintenance proposal, please contact one of the following:

Jenny Banci
Aftermarket Territory Manager - Treatment
Phone: (951) 903-8509
Email: jenny.banci@xylem.com

THE PARTIES ACKNOWLEDGE THAT EACH HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Validity: This Quote is valid for thirty (30) days.

Terms & Conditions: This quotation is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx and are incorporated herein by reference and made a part of the agreement between the parties

This Agreement has been executed in two (2) counterparts, of which the parties have received one (1) each.

AGREED TO:

SUPPLIER BY	**Xylem Water Solutions, USA, Inc.**	PURCHASER BY	
NAME	Jenny Banci	NAME	
TITLE	Aftermarket Territory Manager - Treatment	TITLE	
DATE	October 2, 2025	DATE	

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CALDWELL, IDAHO, to approve the purchase of UV Replacements parts for the upgrade of both UV Channels, along with a Preventative Maintenance Agreement for the UV System.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Caldwell, Idaho, that the Caldwell City Council authorizes the purchase of UV Upgrade parts for two UV channels and a Preventative Maintenance Agreement in the amount of $133,219.

PASSED BY THE COUNCIL of the City of Caldwell, Idaho

APPROVED BY THE MAYOR of the City of Caldwell, Idaho

Approved

By _____

Mayor

ATTEST:

By _____

City Clerk

Memorandum

To:

City Council

Meeting Date:

March 2, 2026

Item Name:

Approve Resolution Authorizing the Surplus of Parks Vehicles for auction/scrap/transfer to Enterprise

Summary Statement:

The Parks Department has several vehicles that are worn out, high miles, and in need of major repairs. These vehicles have served the City for many years and have been used by various departments during that time. I would like to surplus them and have Enterprise fleet services sell/auction them for a lease credit for the Parks dept. Thank you!

Recommended Action:

Approve Resolution

Budget: Finance Review

Cost Impact:
Funding Source:
Timeline:

Attachments:

1. Resolution parks vehicles

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CALDWELL, IDAHO TO AUTHORIZE THE DECLARATION OF CITY-OWNED EQUIPMENT AS SURPLUS PROPERTY TO BE DISPOSED AS LISTED.

BE IT HEREBY RESOLVED that the Mayor and the Council of the City of Caldwell, Idaho, has approved the request to deem the following equipment as surplus:

Description	Serial Number	Department	Disposition: Auction/Scrap/Donate to non-profit
Parks Department vehicles.	Vehicles to scrap/auction: • C13404, ford ranger • C12228, 2002 Ford Ranger, Vin: 1FTYR10D32PA22392, Miles: 122,219 • C14183,1999 Chevy Silverado, Vin: 1GCHK33F4XF046033, Miles: 140,617 • C14017, GMC Sierra, Vin: 1GTFC29U8YE409252, Miles: 138,952 • C15553, GMC Sierra, Vin: 1GTEC19C18Z228094, • C002236, 2001 ford ranger, Vin: 1FTYR10D51PB52303, Miles: 119,733. Vehicles to be sold by Efleets: • C20656, 2014 Ford Ranger, Vin: 1FTKR1ED8BPA28431, Miles: 143,666 • C18527, 2014 Ford 150, Vin:	Parks	Scrap and/or auction.

	1FTFX1CF7EKD33528, Miles: 102,906 • C16706, 2010 GMC Canyon, Vin: 1GTCSBDE8A8129079, Miles: 84,701 • C03256, Dodge Ram 2500, Vin: 3D7K526T39C542725, Miles: 110,377 • C12456, Chevy S-10, Vin: 1GCC519H638144700, Miles: 48,859		

PASSED BY THE COUNCIL of the City of Caldwell, Idaho this 30th day of January 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho this 30th day of January 2026.

Approved By:

Eric Phillips, Mayor

Attest:

Kristina Buchan, City Clerk

Memorandum

To:

City Council

Meeting Date:

March 2, 2026

Item Name:

Approve Resolution Authorizing a Security Services Contract with SAS Security

Summary Statement:

Contracted Security Services are used for public meetings and on an as-needed basis. The proposed contract would expire in January 2029 with the option for a one-year extension unless otherwise terminated.

Recommended Action:

Approve Resolution authorizing the contract

Budget: Finance Review
Budgeted

Cost Impact:
Funding Source:
Timeline:

Attachments:

1. Resolution - security
2. Security Services Contract

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE AGREEMENT WITH SECURITY ADVISORY SERVICES (SAS) FOR SECURITY AT CITY FACILITIES

BE IT HEREBY RESOLVED by the Mayor and City Council that the agreement with SAS for Security Services is approved.

PASSED BY THE COUNCIL of the City of Caldwell, Idaho this 2nd Day of March 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho this 2nd day of March 2026.

By _____
Eric Phillips
Mayor

ATTEST:

By ___
City Clerk

SECURITY SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20__, between Security Advisory Services, having a local address of 607 Fairhaven Rd., Middleton, Idaho 83644 ("Contractor") and the City of Caldwell, a municipal corporation of the State of Idaho, having offices at 205 South 6th Avenue, Caldwell, Idaho 83606 ("City") (collectively "the Parties").

RECITALS

WHEREAS, the City is authorized under Idaho law, including Idaho Code section 50-301, to enter into contracts for professional and non-professional services; and

WHEREAS, the City desires to obtain security services for certain City-owned or City-operated facilities, properties, events, and/or programs, as more particularly described in this Agreement ("Services"); and

WHEREAS, Contractor represents that it is duly licensed, qualified, insured, and experienced in providing security services in the state of Idaho, and that it is capable of performing the Services in accordance with all applicable federal, state, and local laws, regulations, and industry standards; and

WHEREAS, the Services are intended to supplement, and not replace, law enforcement services provided by authorized governmental agencies; and

WHEREAS, the City has determined that Contractor is qualified to provide the Services and that entering into this Agreement is in the best interests of the City;

WHEREAS, Contractor is an independent contractor and not an employee, agent, or officer of the City;

TERMS

In consideration of the mutual promises contained herein, the Parties hereby understand and agree as follows:

1. SCOPE: City hereby employs Contractor as an independent contractor to complete and perform security services under the following terms and conditions:

1.1. *Security Guards*. Contractor shall provide security guards ("Guards") at the premises located at 205 S. 6th Avenue, Caldwell, Idaho or other City-owned or City-operated facilities, properties, events, and/or programs as assigned ("Premises"). Guards shall be in Contractor uniform and be armed. Guards shall provide security to persons and property at the identified Premises during public meetings or as needed for the safety of City employees and property. All Services shall be performed in accordance with applicable laws and ordinances.

DRAFT

1.2. *Assignment of Events*. Events for which security services are provided will be determined by City officials. Arrangements for security services will be requested by the City Clerk or the Clerk's designee.

2. TIME OF PERFORMANCE AND TERMINATION: This Agreement shall be in effect immediately upon the date of the last signature on this Agreement and shall run until January 31, 2029, unless terminated as otherwise provided herein. On January 31, 2029, this Agreement will automatically renew for subsequent one (1) year terms, unless otherwise terminated as provided herein.

2.1. *Termination for convenience*. Either party may terminate this Agreement for any or no reason by providing thirty (30) days' written notice to the other party.

2.2. *Mutual termination*. This Agreement may be terminated immediately by mutual agreement in writing by both parties.

2.3. *Termination for cause*. In the event that either party fails to conform to the terms of this Agreement, written notice of such failure and demand for performance within five (5) business days may be issued by the other party. In the event the deficient performance is not cured within those five (5) business days, the Agreement may be terminated immediately for cause.

2.4. *Compensation in event of termination*. In the event of termination, the Contractor shall be compensated for services rendered, subject to the other terms of this Agreement.

3. NOTICE:

3.1. *Contact Information*. Any notification pertaining to this Agreement or for purposes of coordinating services shall be in writing delivered by email addressed to the parties as follows:

CITY	CONTRACTOR
Kristina Buchan or RaeLynn North 205 S. 6th Ave. Caldwell, Idaho 83605 kbuchan@cityofcaldwell.org rnorth@cityofcaldwell.org	Bret Kimmel 607 Fairhaven Rd Middelton, Idaho 83644 Bret.sasidaho@gmail.com

Any party may change its contact information at any time by giving written notice to the other party as set forth above.

3.2. *Notification method*. A party has been notified for purposes of this Agreement if the notifying party has sent the receiving party written notice via email at the email address listed herein or the email address updated by the receiving party as provided herein.

DRAFT

3.3. *Notification time*. Notification is based on the time that the notifying party sends the message, not when the receiving party opens the message.

4. COMPENSATION:

4.1. *Rate of pay*. City shall compensate Contractor at the following rates per year. Such rates will be paid for each Guard on duty during contracted service.

Year of Service	Rate of Pay
2026	$33.50 per hour per Guard
2027	$35.00 per hour per Guard
2028	$36.50 per hour per Guard

If this Agreement is renewed as described in Section 2 of this Agreement, the Parties agree that there shall be no more than an eight percent (8%) increase to the pay rate per year.

4.2. *Invoices*. The Contractor shall submit an Invoice documenting work performed under this Agreement either once or twice a month for approval by the City Clerk. A list of invoice due dates and scheduled payments will be provided to the Contractor by the Clerk. Each invoice must list dates the services were rendered, hours of time on duty, and how many Guards were on duty during the time of service. An interest rate of one-half percent (1 ½ %) per month, or such lower maximum percentage as may be allowed by law, will be added to all invoices not paid within thirty (30) days of receipt.

5. INDEPENDENT CONTRACTOR: The parties agree that Contractor is in no way an employee or agent of City and is not entitled to workers compensation or any benefit of employment with City. City shall have no control over the performance of this Agreement by Contractor except to specify the time and place of performance and the results to be achieved. City shall have no responsibility for security or protection of Contractor's supplies or equipment. Contractor agrees to pay and be responsible for all taxes due from the compensation received under this contract.

Contractor represents that neither it nor any of its principals is related to a City official by blood or marriage within the second degree of kindred.

Contractor agrees to comply with all applicable federal, state, city, and local laws, rules and regulations.

Contractor agrees to employ efforts commensurate with the industry standard of care on City's behalf.

6. INDEMNIFICATION: Contractor agrees to indemnify and hold harmless City, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property (including reasonable attorney's fees and costs)

DRAFT

arising out of or in connection with the negligent acts, errors, or omissions of Contractor or Contractor's agents, employees, or representatives under this Agreement.

7. INSURANCE: Contractor agrees to obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy in the minimum amount of $1,000,000 per occurrence and $2,000,000 in the aggregate which shall name City, and its officers, agents and employees, as additional insureds. Contractor shall provide proof of liability coverage as set forth above to City prior to commencing its performance as herein provided and notify City ten (10) days prior to cancellation of said policy.

8. COMPLIANCE WITH LAWS: Contractor agrees to comply with all applicable federal, state, city, and local laws, rules and regulations.

9. ENTIRE AGREEMENT: This is the entire agreement of the parties and can only be modified or amended in writing.

DATED this _____ day of _____, 20__.

"CONTRACTOR"

_____
[CONTRACTOR NAME]

STATE OF IDAHO)
ss.
County of Canyon)

On this ____ day of _____, 2026, before me, a notary public for Idaho, appeared _____, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(S E A L)

_____
Notary Public for Idaho
Residing at: _____
My Commission Expires: _____

DRAFT

DATED this _____ day of _____, 2026.

CITY OF CALDWELL

_____
Eric Phillips, Mayor

ATTEST: CLERK

_____

DRAFT

Regular **Item:** 15.

Memorandum

To:

City Council

Meeting Date:

March 2, 2026

Item Name:

Approve Resolution adopting Amendments to the City of Caldwell Social Media Policy

Summary Statement:

Changes include - more accurately reflecting when we would delete a comment.
Additionally, Section II (B) was rewritten to reflect these edits: All City authorized social media shall belong to the City. They are overseen and managed at the department level by authorized supervisors and/or the Public Information Officer.

Section III (A2)– remove the word “generally”
Section III (B) -remove the word “generally”

Remove F. Even if we deleted a comment, we would not block someone.

Recommended Action:

Approve resolution adopting the amendments

Budget:

Cost Impact:
Funding Source:
Timeline:

Attachments:

1. RESOLUTION - Amended Social Media Policy 2026
2. FINAL - Social Media Policy - Updated 2024 CJ Edits

RESOLUTION NO. _____

RESOLUTION TO AMEND THE CURRENT SOCIAL MEDIA POLICY OF THE CITY OF CALDWELL, IDAHO, AN IDAHO MUNICIPAL CORPORATION, AMENDING THE CURRENT POLICY FOR ALL CITY-MANAGED SOCIAL MEDIA SITES AND PROVIDING FOR THIS RESOLUTION AND POLICY TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, social media has become a widely used means of communication between the City and members of the public to present matters of public interest concerning the City's programs, activities, news stories, etc,; and

WHEREAS, the City desires to create social media sites that are limited public forums in order to facilitate such communications; and

WHEREAS, the City desires to inform its employees of appropriate social media use; and

WHEREAS, the City is concerned with protecting the First Amendment rights of its officials, employees, citizens, and the general public; and

WHEREAS, there is an ongoing need for social media sites to be governed by guidelines in accordance with applicable state and federal law.

WHEREAS, The purpose of the City's social media sites is to present matters of public interest concerning the City's programs, activities, new stories, and photos.

WHEREAS, this updated policy provides guidelines for the use, management, administration and oversight of City-owned social media for official use.

THEREFORE BE IT HEREBY RESOLVED that the Mayor and Council of the City of Caldwell, Idaho agree as follows:

1. City social media sites shall be governed, monitored, managed, and utilized in accordance with the City of Caldwell Social Media Policy, attached hereto as Exhibit A.

2. City employee use of social media shall be governed in accordance with the City of Caldwell Social Media Policy, attached hereto as Exhibit A.

PASSED BY THE COUNCIL of the City of Caldwell, Idaho this 2nd day of March, 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho this 2nd day of March, 2026.

Approved,

By _____
Eric Phillips
Mayor

ATTEST:

By _____
City Clerk

CITY OF CALDWELL SOCIAL MEDIA POLICY

Originally adopted by Resolution 241-16

Amended 2024 (Resolution 191-24)

The purpose of the City's social media sites is to present matters of public interest concerning the City's programs, activities, new stories, and photos. The City welcomes public input; however, City social media pages are moderated online discussion sites and not public forums. It is the express intent of the City to create a limited public forum devoted exclusively to its postings and comments from members of the public relevant to the subject matter of the post they are responding to. If a visitor needs an official source of information about the City or would like to share their input on unaddressed matters, they should visit the City website and contact a City official or employee.

I. INTRODUCTION

A. This policy provides guidelines for the use, management, administration and oversight of City-owned social media for official use. It also provides guidelines for employees' personal use of social media both at work and off-duty.

B. Social media comes in many forms and includes any method that facilitates electronic communications, including internet forums, blogs, online profiles, wikis, podcasts, pictures, video, email, instant messaging, music sharing, voice over IP, as well as social websites or online communities for business and personal use, such as Facebook, Linkedin, Yelp, YouTube, Google+, Flickr, Pinterest, Path, Picasa, ~~Twitter~~, X, message Boards and chat rooms, among others.

II. CITY OF CALDWELL MEDIA ACCOUNT ACCESS

A. Creation and use of social media forums on behalf of the City are allowed when there is a clear public entity purpose.

B. All City-authorized social media must only be created with a City of Caldwell email account, shall be authorized by the LT. Department, and belong to the City. They are overseen and managed at the department level by authorized supervisors.

C. Specific employees shall be authorized to use the particular social media account on behalf of the City and respective department, and are the only individuals permitted to access, manage, publish, comment and/or post on behalf of the City and department on the media. These employees must conduct themselves at all times in accordance with all applicable City policies.

D. All posts on City-associated social media must be in accordance with this policy and must be monitored by the department.

E. Authorized employees must not share personal information about him/herself, other City employees, or citizens on the social media.

F. Whenever possible, City-associated social media should link back to the official City of Caldwell website for forms, documents, online services and other information for conducting business with the City and its departments.

G. Users shall have no right of privacy on the City's social media sites, as such sites contain public information and records subject to disclosure pursuant to the Idaho Public Records Act and the City's records retention policy.

G. Content on social media forums must abide by all applicable federal, state, and local laws, regulations and policies, including copyright, trademark and printed material laws.

III. SOCIAL MEDIA CONTENT

A. Users of and visitors to City-associated social media forums must be notified on the forum site that:

1. The intended purpose of the forum is to serve as a medium for communication between the City and members of the public, and is a limited forum;

2. Comments will ~~generally~~ be enabled on the site, but visitors are encouraged to contact city officials and employees to voice their support or concerns;

3. A comment posted by a member of the public is the opinion of the poster only;

4. Publication of the comment does not imply endorsement of, or agreement by, the City; and

5. Comments do not necessarily reflect the opinions or policies of the City unless expressly stated by an authorized user.

B. Comments on the City's social media forums will ~~generally~~ be enabled at all times. Comments must be consistent with the subject matter of the City-posted content and with all other provisions of this policy.

C. Posts and comments made by the public will be reviewed, and while comments will not be edited by the City, the City may remove comments that contain any of the following inappropriate forms of content:

~~1. Comments not topically related to the particular post, thread, topic or article being commented upon;~~

~~2. Profane, obscene, sexual or violent language or content, or links to such;~~

~~3. Defamatory or personal attacks;~~

~~4. Threats of harm to any person or organization;~~

~~5. Content that promotes, fosters or perpetuates harassment or discrimination on the basis of race, color, religion, sex, age, national origin, citizenship, physical or mental disability, genetic information, veteran status, sexual orientation, gender identity/expression or any other characteristic protected by law;~~

~~6. Solicitation of commerce, including but not limited to advertising for any business or product for sale;~~

~~7. Comments in support of or opposition to political campaigns, candidates or ballot measures of any kind;~~

~~8. Encouragement of illegal activity;~~

~~9. Conduct that violates any federal, state, or local law;~~

~~10. Information that may compromise the safety or security of the public or public systems;~~

~~11. Content that violates a legal ownership interest of any person or entity, such as trademark, patent or copyright; or~~

~~12. Confidential or proprietary information.~~

~~1. If activity listed in 4, 8, 9 or 10 occurs, employees must secure **the** information and notify the City police department.~~

1. Comments directly advocating violence or illegal activity.
2. Comments containing direct criminal threats as defined by local, state, or federal law.
3. Comments containing obscenity, which is defined as sexually explicit and/or pornographic content that is patently offensive, appeals to prurient interest, and lacks serious literary, artistic, political, or scientific value.
4. Comments that directly promote or advocate for our organization to illegally discriminate based on race, age, religion, gender, national origin, disability, sexual

orientation, veteran status, or any other legally protected class, if such comments violate local, state, or federal law.

5. Comments containing links to malware and/or malicious content that affects the normal functioning of a computer system, server, app, or browser.
6. Comments containing actual defamation against a person, either as determined by a court or comments that are patently defamatory by easily discovered facts. When a public figure is the target, the poster must act with actual malice for the comment to be defamatory.
7. Content that violates a legal ownership interest of any person or entity, such as trademark, patent, or copyright.

~~13.~~

D. Comments complying with these rules must be allowed to remain, regardless of whether they are favorable or unfavorable to the City, its departments, employees, or officials and representatives.

E. Content that is removed must be retained in accordance with the relevant records retention schedule. This content must be accompanied by a description of the reason it

was removed, the date and time of removal, and the identity of the person posting the content, if available.

F. The City may deny access to any City-associated social media at any time and without prior notice to any person who violates these content guidelines.

G. The City does not allow the posting of photographs or videos on its social media sites. If a user has a photograph or video that she would like to share, the user should contact the City.

G. These content guidelines must be displayed on the social media site or made available by a link to the City's official website.

IV. PERSONAL USE OF SOCIAL MEDIA BY EMPLOYEES

A. Employees may access social media while at work within the parameters of the City's internet-use policies. They must limit use to personal time, such as breaks, lunch periods and when off-duty. It must not interfere with, or be disruptive to, City-related business or the employee's job duties.

B. If an employee speaks about job-related content on personal social media, or makes reference to the City or its business, people may perceive that the employee is acting on behalf of the City. When making such statements, the employee should clearly state that the statements are the employee's personal views and are not the views of the City of Caldwell. An example of such disclaimer is "The views, opinions, ideas and information expressed are my own and do not reflect the views of my employer and are not in any way attributable to the City of Caldwell."

C. Participation in social media, whether through City-owned or non-City-owned internet resources, and whether made while on or off duty, must not violate the privacy rights of other City employees, customers, citizens or business partners.

D. When participating in social media, employees must not violate any City policy.

E. Employees may be disciplined, up to and including termination, for engaging in inappropriate social media activity while either at work or away from work that impacts the work of the City, the employee or any other City employee.

F. Nothing in this policy grants an individual right to privacy and shall not be construed to provide an expectation of privacy.

1. Persons who use social media should be mindful that once content is placed online, it is no longer under their control and content shared through private social media does not always stay private.

2. Employees have no expectation of privacy while using City-owned digital equipment or facilities for any purpose, including the use of email or other electronic communications of any kind, to download, transmit, post, comment or store information, as those communications may be subject to public disclosure under the Idaho Public Records Act.

3. Regardless of password use and privacy settings, and without notice to the employee, the City may retrieve, review, monitor or log internet usage and content found on City-owned systems and digital equipment.

G. Employees are free to express themselves as private citizens on social media sites about matters of public concern as long as their speech does not impair working relationships within the City, impede the performance of duties, impair harmony among co-employees or negatively affect the public perception of the City.

H. Employees are cautioned that speech on- or off-duty, made pursuant to their official duties, is not protected speech under the First Amendment and may form the basis for discipline if deemed harmful to the City.

Memorandum

To:

City Council

Meeting Date:

March 2, 2026

Item Name:

Approve the Findings of Facts and Conclusions of Law for denial of Summit Grove Development ANN25-000009 & SPP25-000012.

Summary Statement:

Recommended Action:

Budget:

Cost Impact:
Funding Source:
Timeline:

Attachments:

1. DENIAL_SR_FCO_CC_SummitGrove - ANN25-09_SPP25-12

Caldwell Community Development Department
Planning and Zoning Division
STAFF REPORT / FINDINGS
Public Hearing Item | City Council | 2/17/2026

Staff Planner: Joe Dodson, AICP

CASE NO(s): ANN25-000009 / SPP25-000012
Project Name: Summit Grove Subdivision

HEARING BODY RECOMMENDATION

The Planning and Zoning Commission at the 1/14/2026 public hearing recommended APPROVAL of the Annexation and Preliminary Plat, subject to the conditions listed herein.

CITY COUNCIL DECISION

The City Council at the 2/17/2026 public hearing, DENIED Case No. ANN25-000009 and took no action on SPP25-000012 following the annexation denial.

APPLICATION SUMMARY & PROPOSED LAND USE REQUESTS

- Annexation of approximately 4.83 acres with a proposed zoning of R-2 (Community Residential), and;
- Preliminary Plat for Summit Grove Subdivision, a single-family subdivision consisting of 32 residential building lots (31 single-family attached lots and one single-family detached lot) on 4.63 acres in the requested R-2 zoning district.



Applicant:	Taylor Schmidt, SI Construction LLC
Property Owner:	SI Construction LLC
Parcel ID Number(s):	R2799800000
School District:	*Caldwell School District*
Staff Summary of Review:	*Staff thoroughly reviewed and analyzed the above-listed applications and finds that all applications and development proposals are:* ☒ **COMPLIANT** with all applicable city codes, regulations, and policies, if all conditions of approval are met. ☐ **NOT COMPLIANT** with all applicable city codes, regulations, and polices.

BEFORE THE CALDWELL CITY COUNCIL

CITY OF CALDWELL, CANYON COUNTY, IDAHO

IN THE MATTER OF APPLICATION FOR ANNEXATION AND ZONING OF 4.83 ACRES TO THE R-2 ZONING DISTRICT AND PRELIMINARY PLAT FOR SUMMIT GROVE SUBDIVISION CONSISTING OF 32 TOTAL SINGLE-FAMILY LOTS (31 SINGLE-FAMILY ATTACHED AND 1 DETACHED) ON 4.63 ACRES IN THE REQEUSTED R-2 ZONING DISTRICT.

Property Owners: SI Construction LLC

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

Case No. ANN25-000009 & SPP25-000012

I. APPLICATION FACTS:

Applicant:	Taylor Schmidt, SI Construction LLC
Property Owner(s):	SI Construction LLC
Application Requests and Development Proposals:	Request for Annexation of approximately 4.83 acres with a proposed zoning of R-2 (Community Residential), and a Preliminary Plat for Summit Grove Subdivision, a single-family subdivision consisting of 32 residential building lots (31 single-family attached lots and one single-family detached lot) on 4.63 acres in the requested R-2 zoning district.
Application Submission:	The applicant, Taylor Schmidt, of SI Construction LLC, submitted an application on 10/22/2025.
Proposed Site Location:	The subject site is located on the east side of Dorman Avenue, approximately 325 feet south of the Dorman/Linden intersection, with a property address of 2615 Dorman Avenue, described as parcel in the NW ¼ of the NW ¼ of Section 33, T4N, R3W, Boise Meridian, City of Caldwell, Canyon County, Idaho.
Parcel Number(s):	R2799800000
Property Size:	Approximately 4.63 acres, more or less
Jurisdiction:	The property is currently located in Canyon County but within the City of Caldwell Area of City Impact.
Applicable Regulations and Guiding Documents:	Applications were thoroughly analyzed and reviewed for compliance with: a. City of Caldwell Zoning Ordinance No. 1451, as amended b. City of Caldwell Subdivision Ordinance, as amended c. City of Caldwell Comprehensive Plan, as amended d. Treasure Valley Tree Selection Guide e. Bicycle and Pedestrian Master Plan

f. Caldwell Transportation Master Plan
g. Idaho Code

Public Notifications:

The following noticing was completed in accordance with Caldwell City Code Section 10-03-12:

Neighborhood Meeting Held	6/24/2025
Public Agency Notification Sent (See attached exhibit for list of agencies notified)	11/24/2025
(500') Radius Notices Mailed - P&Z Commission Hearing (Min. 15 days prior to hearing)	12/22/2025
Legal Ad Published - P&Z Commission Hearing (Min. 15 days prior to hearing)	12/28/2025
Physical Site Posted - P&Z Commission Hearing (Min. 10 days prior to hearing)	12/30/2025
Applicant Proof of Posting Received - P&Z Commission Hearing	12/31/2025
P&Z Commission Public Hearing	1/14/2026
(500') Radius Notices Mailed – City Council (Min. 15 days prior to hearing)	1/28/2026
Legal Ad Published – City Council (Min. 15 days prior to hearing)	1/31/2026
Physical Site Posted – City Council (Min. 15 days prior to hearing)	2/2/2026
Applicant Proof of Posting Received – City Council (Min. 10 days prior to hearing)	2/2/2026
City Council Public Hearing	2/17/2026

Political Subdivisions Providing Services:

Fire:	Caldwell Fire
Police:	Caldwell Police
School District:	Caldwell School Distict
Water Services:	City of Caldwell (Muniicpal Water)
Sewer:	City of Caldwell (Municipal Sewer)
Trash:	Republic Services
Irrigation Services:	City of Caldwell (Pressurized Irrigation)
Irrigation District:	Pioneer Irrigation District
Others:	N/A

Political Subdivisions Notification and Comments:

In accordance with Idaho Code, notice was provided to all political subdivisions providing services within the planning jurisdiction, including school districts. Public agency comments were received from the following agencies and are included in their entirety as part of the official record and the exhibits attached hereto.

a. Highway District 4 – No opposition stated; noted that Dorman is controlled by the District and notes the City may want to require additional right-of-way for the frontage of the subdivision along Dorman.
b. Idaho Transportation Department (ITD) – Stated ITD has no comments on proposed subdivision.
c. City of Caldwell Engineering Department – Provided general conditions of approval for Summit Grove Subdivision. **See Exhibit 2 of this report for full comments from Engineering.**
d. City of Caldwell Fire Department – Stated the project can be approved and provided general conditions of approval and a fire hydrant exhibit.
e. City of Caldwell Mapping Division – Approved project as submitted.

Public Comments Received:

In response to the public notices, multiple public comments were received from those nearby the proposed development. All letters appear to be in opposition of the development and note concerns with: additional density in the area being added, water table concerns, traffic increase, school capacity, low-income neighbors being added, and the general proposal of the property being zoned R-2.

Prior to the City Council hearing, two additional pieces of public testimony in opposition to the project were received and have been added to the record. **To see the full comments, please see Exhibit 4 of this report.** The concerns within this letter echoed those noted above with an emphasis on parking, traffic, and the 55+ proposal of the Applicant.

Public testimony given at the public hearing will be included in the official minutes of the record.

Site / Project Background and History:

The subject site has remained within Canyon County with a single-family residence and a small field. There is no other site or project history with the City of Caldwell.

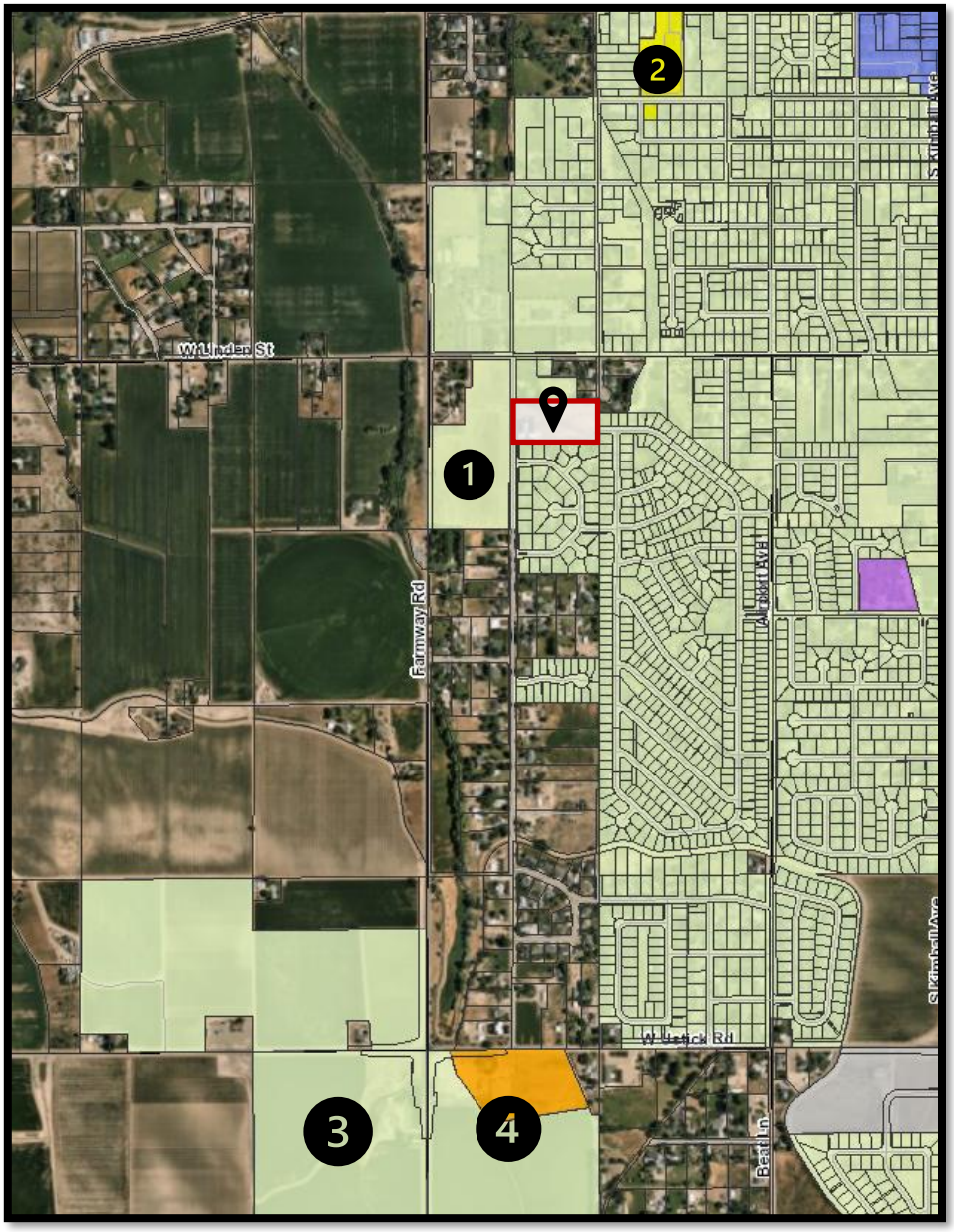
Site Features:

Floodplain:	The property is not within a flood zone.
Mature Trees:	A couple mature trees existing near the existing single-family residence that is to remain; the trees are also proposed to remain.
Streams / Creeks:	None
Wildlife Habitat:	None
Riparian Habitat Area:	None
Steep Slopes / Hillside:	None
Canals / Ditches / Drains:	The available mapping depicts the Phyllis Canal to be located along the Dorman frontage and is tiled as there is no visual evidence of the canal on site.
Other, Describe:	N/A

Site and Surrounding Zoning Classifications:	*Site:*	Canyon County
	North:	R-1 (Neighborhood Residential) & County Zoning
	South:	R-1 (Neighborhood Residential)
	East:	R-1 (Neighborhood Residential)
	West:	R-1 (Neighborhood Residential)
Site and Surrounding Land Uses (existing):	*Site:*	Single-family residential
	North:	Single-family residential
	South:	Single-family residential
	East:	Single-family residential
	West:	Single-family residential
Site and Surrounding Comprehensive Plan Land Use Designations:	*Site:*	Neighborhood 2
	North:	Neighborhood 2
	South:	Neighborhood 2
	East:	Neighborhood 2
	West:	Neighborhood 2

Approved Developments Within 1-Mile Radius of Subject Site:

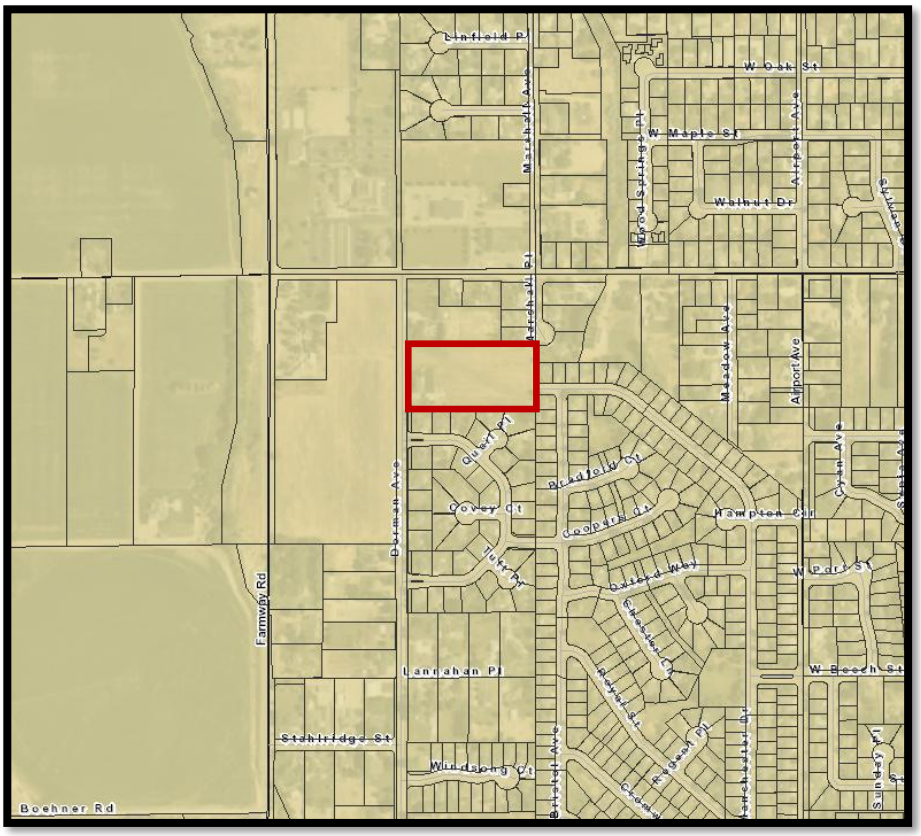
Within a one-mile radius of the subject site, the following entitlements have been approved and are actively being built or have the ability to be built in the future.



Map Exhibit #1 (Above): Approved Developments Surrounding Subject Site

Map Key	Description
1	Covington Square – 29 single family lots (recently resubmitted to revise plat and zoning)
2	Logan Meadows – 46 total units: one (1) duplex building & 11 four-plex buildings
3	Farmway Crossing – 115 single family lots (first final plat submitted)
4	Mirandesa – 145 total lots (121 single-family detached, 24 single-family attached) & 3.3 acres of commercial

II. STAFF REVIEW AND ANALYSIS – COMPREHENSIVE PLAN MAP ANALYSIS



Map Exhibit (Above): City of Caldwell Comprehensive Plan Map



All areas of the project area appear to have remained in their historic County residential use with some accessory agricultural use. The subject site includes an existing single-family residential home that is proposed to remain and maintain its access to Dorman Ave. at the south end of the site.

The Comprehensive Plan Land Use Map depicts the subject site **(outlined in red)** with the Neighborhood 2 place type. All surrounding and nearby parcels are also designated as Neighborhood 2; the western edge of Caldwell's planning boundary and the Neighborhood 1 place type is located approximately ½ mile west of the subject site despite not being within the image above.

Neighborhood 2 is the primary residential place type in Caldwell. **This encompasses residential areas that provide an array of low and mid-density housing options.** These neighborhoods are located outside of most commercial centers but should still be well connected to nearby services. Neighborhood 2 is the most prevalent place type and covers areas between major centers. These areas should develop to be highly connected and allow for a variety of housing options. In general, less dense housing is found in areas further from major roadways and increases in density closer to major roads.

Neighborhood 2 is the most prevalent place type and covers areas between major centers. **These areas should develop to be highly connected and allow for a variety of housing options.** In general, less dense housing is found in areas further from major roadways and increases in density closer to major roads; a variety of residential uses including single-family and mid-density housing types should be included with context given to surrounding development.

Design Characteristics: House scale buildings are uniformly setback off streets with separation between buildings. Block scale buildings, such as townhomes, are set closer to the street and can be accessed from the street. Block scale buildings provide step backs when transitioning to areas of house scale buildings. Neighborhood 2 contains a diverse mix of uses. Where uses or intensity of uses change, efforts to blend building scales should be made to avoid abrupt changes in height and building size.

Neighborhood 2 Health Intersection: Neighborhood 2 is where most Caldwell residents live. Proximity to healthy choices, like biking and walking can improve health outcomes. Short block lengths, street trees, cohesive and human-scaled design of buildings can increase likelihood that people will opt into walking and biking in their neighborhoods for leisure.

For residential projects within the Neighborhood 2 place type, the gross density shall be within 2-8 dwelling units per acre, unless Density Bonus is approved and up to 12 du/ac is then available. The applicant is proposing 32 residential dwelling units on 4.63 acres which equals a gross density of 6.9 du/ac.

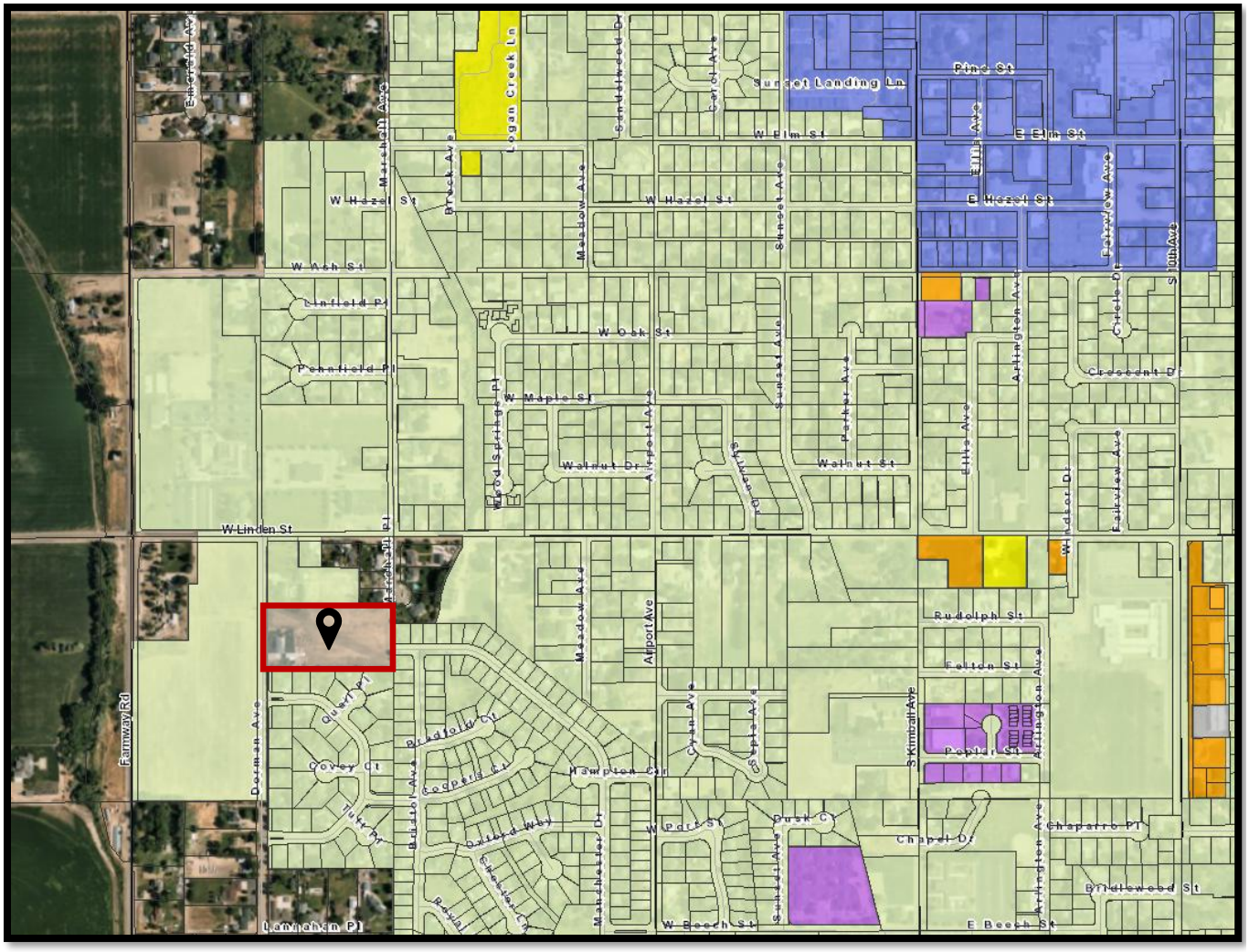
Staff Comment: *Staff finds the proposed development plan is generally consistent with the Neighborhood 2 characteristics outlined within the text of the adopted Comprehensive Plan goals and with the goals and policies from the Comprehensive Plan, as listed in Table 1 below, based on the known factors at the time of publication of this staff report. Specifically, the proposed development is within the allowable density range, provides a transition of building massing, and is proposing age-targeted and/or restricted housing.*

Furthermore, the proposed development includes 31 single-family attached lots and the Applicant has provided conceptual elevations depicting all homes to be single-story offering a building mass transition to the adjacent existing detached single-family development. The proposed building designs have been proven to be a desired product type for residents who wish to age-in-place and avoid common issues associated with aging within two-story homes. The proposed project offers an additional housing type to the area and helps meet some of the specific policies outlined within the Comprehensive Plan that discuss housing diversity, subdivision connectivity, and providing options for aging residents.

TABLE 1: CONSISTENT COMPREHENSIVE PLAN GOALS AND POLICIES	
CHAPTER 3: CONNECTED COMMUNITY	
Policy 1.1	Ensure new development pays for necessary improvements needed to mitigate the development's impact on infrastructure systems and services provided by the city.
Policy 1.2	Design local and collector streets in a manner that provides good circulation as well as connections to adjacent developments.
Policy 1.3	Prohibit cul-de-sacs in situations where the road can be extended to intersect with a nearby street and further area connectivity
Policy 1.4:	Connect residential developments with existing streets and require future connections to the City's planned street system.
Policy 1.5	Encourage cross-access easements and shared parking agreements in commercial developments where appropriate.
Policy 3.4	Transition the intensity of land uses away from the activity corridor with multifamily housing, landscaping, and through building design.
Policy 4.1	Require new residential development to incorporate safe and interconnected bicycle and pedestrian pathways.

Policy 4.2	Develop a continuous sidewalk network with enhanced crosswalks to safely connect residents to nearby destinations such as schools, parks, shopping areas, and other community amenities.
Policy 4.4	Close gaps in the sidewalk network to provide continuous and accessible pedestrian pathways throughout the city
Policy 6.1	Require access for emergency vehicles and responders in all new developments.
Policy 6.2	Develop new neighborhoods with proper ingress/egress for emergency vehicles, including secondary routes, adequate street widths, and turning spaces.
Policy 6.3	Ensure that street, parking, and driveway designs are adequately sized to accommodate the turning radius of public safety equipment
CHAPTER 4: VISION FOR VIBRANT GATHERING SPACES	
Policy 1.1:	Support development that provides a range of experiences and activities that are welcoming and inclusive to all demographics, including families, seniors, youth, and individuals with disabilities.
Policy 4.1	Work toward elimination of blight and areas of deterioration with infill development and redevelopment throughout the City.
CHAPTER 5: WHERE RIVERS, PARKS, AND AGRICULTURE MEET	
Policy 1.2	Provide increased recreational facilities and opportunities for all age groups, demographics, and abilities that are distributed equitably through the City.
Policy 1.4	Support public and private parks and recreation systems that offer active and passive recreational opportunities.
Policy 2.2	Meet or exceed water quality runoff and stormwater best practice standards.
CHAPTER 6: QUALITY NEIGHBORHOODS TO CALL HOME	
Policy 1.1	Allow a mix of housing types and densities within all neighborhoods, such as duplexes, townhouses, cottage communities, and other types as appropriate
Policy 1.4	Support a continuum of care from independent living to assisted living to transitional facilities.
Policy 2.1	Discourage monotonous housing developments, both in architectural style and in housing type.
Policy 3.2	Promote infill housing developments to maximize existing infrastructure and slow the loss of open space.

III. STAFF REVIEW AND ANALYSIS – ZONING MAP ANALYSIS



Map Exhibit (Above): City of Caldwell Zoning Map

R-S-1 Semi-Rural Residential-1	C-1 Neighborhood Commercial	I-P Industrial and Business Park
R-S-2 Semi-Rural Residential-2	C-2 Community Commercial	M-1 General Industrial
R-1 Neighborhood Residential	C-3 General Commercial	M-2 Heavy Industrial
R-2 Community Residential	C-4 Service Commercial	A-D Airport District
R-3 Urban Residential	C-C Downtown Central Business	M-C Mixed-Use / Regional Comm.
H-D Healthcare District	Downtown City Center	T-N Downtown Transition Neighborhood
Public District	C-D College District	

The Applicant is requesting Annexation with an initial zoning of R-2, Community Residential. The requested R-2 district is listed as a compatible zoning district for the Comprehensive Plan place type of Neighborhood 2.

According to Caldwell City Code, the purpose of the R-2 zone is to "provide areas by zoning procedures in accordance with the comprehensive plan that accommodates a larger variety of lot sizes and housing types. This includes single-family residential (including accessory dwelling units) and missing middle housing types such as townhomes, duplexes, triplexes, fourplexes, cottage courts, small scale multi-family, or mansion house apartments. Supporting or secondary land uses may include small-scale mixed-use or live/work housing types,

and commercial activities and services that are generally only found at major intersections of arterial and collector roadways."

Staff Comment: *The applicant is proposing a medium-density single-family attached development. Single-family attached, often referred to as townhomes, is an allowed use within the requested R-2 zoning district. Specifically, the proposed development falls under the permitted land uses of Dwelling – Single Family; Townhouse (3 or < attached) & Dwelling – Single Family; Townhouse (4 or > attached).*

IV. STAFF REVIEW AND ANALYSIS – PRELIMINARY PLAT

The project proposes 32 total residential units with one lot being for the existing single-family detached dwelling and the remaining 31 lots being for single-family attached townhomes. According to the submitted plat, the Applicant is proposing townhomes (single-family attached) with varying scale and massing as the buildings vary from two (2) to four (4) attached lots. Specifically, the plat depicts two (2) four unit townhomes, five (5) three unit townhomes, and four (4) two unit townhomes. All of these are permitted uses within the R-2 zone under the land uses of Dwelling – Single Family Detached, Dwelling – Single Family; Townhouse (3 or < attached), & Dwelling – Single Family; Townhouse (4 or > attached).

Detailed Breakdown of Phasing and Types of Land Uses:

A detailed breakdown of the phasing and types of land uses for the proposed project are as follows:

Phased Development?	☐ Yes ☒ No	**How Many Phases?**	
Residential Type	**# of Lots**	**# of Buildings**	**# of Dwelling Units**
Single-Family Detached	1	1	1
Dwelling – Single Family Townhouse (3 or < attached)	23	23	23
Dwelling – Single Family Townhouse (4 or > attached)	8	8	8
Common Lots	6	n/a	n/a
TOTAL	**38**	**32**	**32**

Dimensional Standards Analysis:

The Caldwell City Code provides bulk zoning standards for regulating the size, height, and setback requirements for buildings and structures within a particular zoning district; along with standards for lot size, spatial arrangements, and massing and scaling.

The following are the required bulk requirements and dimensional standards for the **R-2 zone** in accordance with Caldwell City Code, and the dimensions proposed by the subject development:

Minimum Lot Size	**Required***	**Proposed**
Interior Lot Area (sq. ft.)	2,000	2,646
Corner Lot Area (sq. ft.)	2,500	n/a
Minimum Lot Width / Frontage (ft.)	20'	27'
*Single-family Attached, Townhomes may utilize the minimum lot size and frontage requirements of the R-3 zone per CCC 10-05-04.		

Setbacks	**Required**	**Proposed**
Front Yard Setback, Garage; Minimum (ft.)	22'	22'
Front Yard Setback, Living Area; Minimum (ft.)	15'	15' min.

Interior Side Yard Setback (ft.) (Minimum)	0’ for attached, 5’ on unattached side.	Compliant
Street Side Yard Setback (ft.) (Minimum)	15’	n/a
Rear Yard Setback (ft.) (Minimum)	15’	15’ min.
Alley (Garage/Parking) Setbacks: Minimum (ft.)	5’	n/a

Scale and Massing	**Required**	**Proposed**
Maximum Building Height (ft.)	40’	18’ 6”
Residential Density Range in Gross units /acre	2-8 du/ac	6.9 du/ac

Staff Comments: *The submitted preliminary plat depicts compliance with all required dimensional standards of for the proposed single-family attached townhome product in the R-2 zoning district. Furthermore, the Applicant submitted conceptual elevations depicting only single-story structures as the intent of the project is to attract the 55 and older community and offer a better transition to and from the adjacent neighborhoods—many existing homes nearby are taller than what is proposed with the Summit Grove Subdivision and some of the single-family detached homes are as large or larger than the proposed attached structures.*

CCC 10-02-05 Off-Street Parking Standards:

The Caldwell City Code has provisions addressing the minimum and maximum number of off-street parking spaces accessory to designated uses, shared parking lots, off-street loading, parking lot lighting, and bicycle parking.

The following provides an overview of the parking requirements for the proposed land uses, and the amount proposed by the subject development:

SINGLE FAMILY / TWO FAMILY DWELLINGS			
Off-Street Parking Spaces	**Required**	**Proposed**	
Off-Street Parking Spaces (Minimum)	2.0 per DU	2 & 4 per DU	

Staff Comments: *The proposed project is depicted with garages and driveways for each lot, consistent with or exceeding minimum code requirements.*

Public Services, Utilities, and Facilities:

Sewer & Water: All utilities are available or will be available as outlined in the City of Caldwell Engineering staff report memo.

Irrigation Applicant is required to provide pressurized irrigation throughout the project in accordance with Caldwell City Code. The subject site is located within the Pioneer Irrigation District boundary. Any issues related to access to a pressurized irrigation system will be addressed in the City of Caldwell Engineering staff report memo.

Stormwater: The applicant proposes retaining storm water on site, per City Code.

Schools: The subject site is located within the Caldwell School District. The district did not respond to the agency memo.

Police: Emergency police services are provided by the City of Caldwell Police. The nearest police station is approximately 2.4 miles away from the furthest point of the development.

Fire: Emergency fire services are provided by the City of Caldwell Fire. The nearest fire station is Station #2 and is approximately two (2) miles from the development.

Staff Comments: *Staff finds all utilities are available or will be available as outlined in the engineering staff report/ memo. Utilities are required to be designed and constructed in accordance with the City of Caldwell*

requirements for municipal facilities. All other public services and facilities are or will be provided to serve the site and any proposed land uses based upon the letters received from partner agencies.

Transportation and Connectivity:

Street Frontage: The Summit Grove Subdivision has frontage to Dorman Avenue along the entire west boundary and an existing stub street, Manchester Street, along the east boundary. Both abutting roadways are classified as local streets. The Dorman street frontage is proposed to be improved with curb, gutter, sidewalk, and landscaping and the existing curb, gutter, and sidewalk for Manchester is proposed to be extended into the development.

Street Classifications: Dorman Avenue – Local; Manchester Street – Local.

Proposed Site Access: The development is proposing to connect to the adjacent Dorman and Manchester roadways with a new east-west local street within the development.

Traffic Impact Study (TIS): A TIS was not required for the subject development as the number of lots and anticipated peak hour vehicle trips do not meet the thresholds outlined within City code.

Safe Routes to Schools:

As required by 10-02-02 (3), residential and multi-family subdivisions and/or developments within the "walk zone" of a school or where no walk zone map exists (within a 1 ½ mile radius of a school) shall provide safe and well-designed routes and crossings for children to bike or walk from their home to school. Such routes shall include:

- The shortest and safest routes.
- Level, ADA accessible sidewalks with minimum cross slope where sidewalks cross driveways. Sidewalk widths shall be determined by the functional classification of the street.
- Curb ramps in accordance with the latest ADA design standards.
- Pathways that connect to schools where needed.
- Crosswalk and/or protected crosswalks, as required by the city.

Staff Comments: *As submitted, the proposed access points and frontage improvements comply with all city code requirements for transportation, access, and connectivity. The Applicant is constructing additional sidewalk within the development and improving the Dorman frontage to further improve the pedestrian connectivity in this neighborhood and a safe route to schools nearby. The subject site is approximately ¾ miles from Wilson Elementary and can only improve those facilities directly adjacent to the subject site or those directly impacted by the proposed development. Staff finds the proposed improvements comply with the safe route to school requirements of code by improving the existing conditions of the pedestrian network in the area.*

Landscaping, Open Space, Pathways, and Amenities (CCC 10-02-09):

The Caldwell City Code specifies requirements for landscape street buffers, open space, land use buffers, and private and public pathways.

The following provides an overview of the city code requirements, and the proposal presented by the subject development:

Street Landscape Buffers	Min. Required	Proposed
Dorman Avenue – Local (100 LF):		
Buffer Width:	10' wide	25'
Sidewalk:	5' attached	5' attached
Berms:	No	n/a
Class I tree:	One per 25 LF	1 proposed

	No more than 50% of the trees	
Class II tree:	One per 35 LF	7 proposed (1 deciduous and 6 evergreen)
Shrubs:	One per 4 LF 100'/4 = 25 shrubs	70+ shrubs
Groundcover:	20-50% turf grass Min. 50% shrubs, flowers, and other vegetative groundcover (besides turf)	41%
Boulders:	No	n/a

Open Space:	**Min. Required**	**Proposed**
Qualifying Open Space (Minimum):	10% (20,168 sf)	22,073.5 sf

Pathways:	**Required**
(Public Pathways):	
Irrigation/Drain Pathways:	No
Regional Pathway (10' multi-use):	No
Wayfinding and Directional Signage:	No
Fencing (Both Sides of Pathway):	No
(Other Pathways):	
Neighborhood Pathways (5'):	Yes
Community Pathways (8'):	No (see analysis below)

Staff Comments (Landscaping, Buffers, & Common Open Space):

According to the submitted drawings, the proposed development complies with or exceeds all landscaping requirements. Specifically, no amenities are required in Caldwell City Code for standalone subdivisions (no Planned Unit Development or multi-family development) but the Applicant has proposed a shade structure with a seating table within the large open space lot of Lot 12, Block 2 as an amenity for this age targeted community. In addition, the large open space lot is also located along much of the southern boundary and provides a minimum 50' buffer between the proposed buildings and the existing single-family homes to the south.

Neighborhood and Community Pathways:

Neighborhood Pathways (5'): The applicant is proposing to keep the large open space lot generally pathway free except for a sidewalk connection from the proposed shade structure and seating area to the internal roadway sidewalk. There are no other opportunities to connect to micro pathways between common open space areas.

Community Pathways (8'): The applicant is not proposing an eight-foot (8') wide community pathway. Staff finds this requirement should not be applicable for the subject development as there is no adjacent community pathway nor any potential for future connectivity due to existing adjacent single-family building lots. Instead, the required sidewalk along the internal public roadway suffices for connectivity through the project to adjacent developments.

Fencing and Screening:

Although not required by code, 6' solid vinyl fencing is proposed to remain or to be added along the perimeter of the development. This complies with all code standards.

V. STAFF REVIEW AND ANALYSIS – AREAS OF SPECIAL CONCERN

Staff Comments: *The Applicant is not compliant with one of the conditions of approval added by the Planning and Zoning Commission in their recommendation motion. In said motion, the Commission added the condition of approval for the development to be zoned R-1 instead of R-2 and for the proposed subdivision to comply with the R-1 zone instead of the R-2 zone. The Applicant has chosen to move forward to City Council with their original R-2 proposal.* ***Based upon the allowances within the zoning code (specifically 10-05), the only difference between R-1 and R-2 for the proposed development would be the massing of the single-family attached buildings. The density, building heights, lot sizes, etc. would remain the same between the R-1 and R-2 zones for the proposed development.***

Within the requested R-2 zone, single-family attached is permitted to be any number of attached units (2-10, if so desired); within the R-1 zone, no more than three (3) units/lots may be attached within a singular structure. The Applicant has a mix of 2, 3, and 4 attached lots to offer a variety of building massing. The R-1 zone would change the overall massing but the same number of units would still be present, if not more. This minimal effectual difference between the zoning districts was explained at the Commission hearing.

If the City Council wishes to keep the Commission's recommended condition of approval, Council should modify said condition to require the minor modifications of the site plan to occur at the time of Construction Drawing and Final Plat submittal as it would require very minor modifications to the plat itself. Additionally, the Annexation Ordinance can also be modified and brought back to City Council at the next public hearing, if this is the direction Council chooses to go.

VI. PUBLIC HEARINGS

1. **PLANNING AND ZONING COMMISSION PUBLIC HEARING**

A public hearing on the requests was held before the Planning and Zoning Commission on 1/14/2026, at which time city staff presented a staff report along with an analysis of the application and all pertinent information on the case, followed by the applicant's presentation, and testimony in opposition, neutral, and in favor.

The Commission reviewed and considered all records, evidence, testimony, and facts presented, prior to making a recommendation for APPROVAL to be forwarded to City Council.

2. **CITY COUNCIL PUBLIC HEARING**

A public hearing on the subject applications was held before the City Council on 2/17/2026, at which time city staff presented a staff report along with an analysis of the application and all pertinent information on the case, followed by the applicant's presentation, and testimony in opposition, neutral, and in favor.

The City Council reviewed and considered all records, evidence, testimony, facts presented, and recommendations in making their decision.

Based upon compliance with the conditions noted herein, the City Council found and concluded the following:

VII. CONCLUSIONS OF LAW

1. The City of Caldwell has provided for the processing of Land Use permits authorized by Chapter 65, Title 67, Idaho Code, pursuant to Chapter 10 Zoning Regulations and Chapter 11 Subdivision Regulations.

2. Adequate notice of the public hearing was provided, pursuant to Section 67-6512, Idaho Code and Chapter 10, Article 3, Section 10-03-12 of Caldwell City Code.

3. The record includes, but is not limited to all files, application documents, public notices, public comments and testimony, staff reports and memos, presented evidence and exhibits, public hearing written minutes and audio, and the signed Findings of Facts, Conclusions of Law, and Decision.

4. The Planning and Zoning Commission and Hearing Examiner are authorized to recommend approval, recommend approval with conditions, recommend approval with modifications, or recommend denial of specific land use applications in accordance with Section 10-01-02 (3) of Caldwell City Code. The Planning and Zoning Commission reviewed and considered all records, evidence, testimony, facts presented, applicable code standards, and the Caldwell Comprehensive Plan when making their recommendation.

5. The Planning and Zoning Commission and Hearing Examiner are authorized to approve, approve with conditions, approve with modifications, or deny special use permits and planned unit development requests, when said planned unit development requests are not part of a preliminary plat, in accordance with Section 10-01-02(3) of Caldwell City Code.

6. The City Council reviewed and considered all records, evidence, testimony, facts presented, applicable code standards, the Caldwell Comprehensive Plan, and approval criteria as specified within Caldwell City Code in making their findings and decision.

VIII. DECISION

THEREFORE, the Caldwell City Council, hereby **DENIES** the request for Annexation with initial zoning of R-2 and subsequently takes no action on the associated request for a Preliminary Plat for 32 single-family building lots.

IX. CONDITIONS OF APPROVAL:

(This section is only applicable to approval decisions)

LANGUAGE FOR OWNER-CONSENTED ANNEXATION DENIAL DECISION

Decisions on owner-consented annexations, being legislative decisions, may not qualify for reconsideration and requests for reconsideration on annexations are not required to be heard by the City Council and are not subject to judicial review in accordance with Chapter 2, Title 50, Idaho Code.

These Findings of Fact, Conclusions of Law and Decision are approved and adopted by the Caldwell City Council on this 17th day of February 2026.

_____

Eric Phillips, Caldwell Mayor

ATTEST:

_____

Kristina Buchan, Caldwell City Clerk

EXHIBITS

Exhibit 1: Application Documents

- Application(s)
- Project Narrative
- Vicinity Map
- Site Plan
- Subdivision Plat
- Landscape Plan
- Building Elevations
- Neighborhood Meeting Letter
- Neighborhood Meeting Mailing List
- Neighborhood Meeting Sign-In Sheet

Exhibit 2: City Department Conditions of Approval and Comments

- City of Caldwell Engineering Department
- City of Caldwell Fire Department
- City of Caldwell Mapping Department

Exhibit 3: Agency Notification and Comments

- Copy of Public Agency Notification Sent
- List of Public Agencies Notified
- Agency Comments Received
    - Highway District 4
    - Idaho Department of Transportation

Exhibit 4: Public Comments

Exhibit 5: Minutes of the Planning and Zoning Commission Public Hearing

Exhibit 6: Map of approved Land Use Entitlements and Developments within 1-mile radius

Exhibit 7: Ordinance and Summary (annexation)

EXHIBIT 1:

APPLICATION DOCUMENTS

City of Caldwell
Community Development Department
Planning & Zoning Division
Phone: (208) 455-3021 | Web: www.cityofcaldwell.org

Annexation (with initial zoning)

CCC Chapter 10, Article 3, Section 10-03-01

PURPOSE: Annexation is a legal process by which some property located in an unincorporated area (Canyon County) may become part of the incorporated area (City of Caldwell). Annexations may be initiated by the City with property in the City Impact Area or by individuals with property in the City Planning Boundaries. An annexation requested by an individual is a quasi-judicial matter requiring public hearings and public hearing notification in accordance with the Idaho Land Use Planning Act and Caldwell City Code.

The following items shall be included in the application submittal. Additional information may be required upon official review of the plans. Please check the box for each item listed below to confirm submission of the item listed.

I. Filing and Submittal Standards

- ☑ All applications, checklists, plans and supporting documents must be submitted electronically through our Online Permit Center.
- ☑ Upload all documents and drawings per required checklist, as high-resolution PDFs and formatted in accordance with this checklist.
- ☑ Each checklist item **MUST** be named according to the naming convention listed below. The naming convention shall start with the document name as shown in the table below, followed by an underscore, and then the project name.
- ☑ Resubmittals must use the EXACT same file name as the original and contain a versioning number at the end (V2, V3, V4, etc.)
- ☑ All applicable fees be required to be paid once the application has been submitted and received by the department. Some applications may require fees to be paid at time of actual submittal.

II. Submittal Documents

The items listed below are considered a minimum. Additional information may be necessary for clarification during the review process.

√	Submittal Item Description	Document Naming Convention
☑	**Master Land Use Application.** Copy of a completed and signed Master Land Use Application.	Application_ProjectName
☑	**Annexation Checklist.** Copy of a completed and signed Annexation checklist.	ANNChecklist_ProjectName
☑	**Copy of Deeds or Proof of Ownership.** If the owner is a corporation or LLC, proof of the representative or agent for the LLC or corporation will be required.	Deeds_ProjectName
☐	**Property Owner Acknowledgement.** Signed Property Owner Acknowledgement form (if applicable).	OwnerAck_ProjectName

☑	**Neighborhood Meeting Information,** including; ☑ A copy of the letter sent to all owners, residents, and associations within 500' of the property boundary. ☑ A copy of the 500' mailing list ☑ A copy of the sign-in sheet, with your signature for certification	NeighborhoodMtg_ProjectName
☑	**Legal Description.** • Attach a metes and bounds legal description of the property including all adjacent rights of ways. • All legal descriptions shall be stamped and certified by a land surveyor registered to the State of Idaho and shall be accompanied by an exhibit stamped.	Legals_ProjectName
☑	**Annexation Exhibit Map.** An exhibit map, stamped and signed by the land surveyor outlining the area being annexed, to include the adjacent rights of ways.	
☑	**Site Plan (to scale).** Site plan, drawn to scale, showing: ☑ Location of all property lines and dimensions ☑ All streets with street names ☑ All existing and proposed buildings and structures ☑ All setbacks to the property lines and between buildings ☑ All utilities ☑ All easements	SitePlan_ProjectName
☑	**Vicinity Map.** Showing the boundaries of the subject property with relation to nearby roadways and landmarks.	VicinityMap_ProjectName
☑	**Project Narrative.** A detailed project narrative addressing the following: • Description of overall proposed development plan • Description of compliance with the City's Comprehensive Plan and Vision and compliance with zoning ordinances. • Description of overall project benefits, the impacts on surrounding properties, and the mitigation of those impacts. • List of all proposed land uses	Narrative_ProjectName
☐	**Conceptual Development Plan.** *If the annexation is not associated with a special use permit, planned unit development or subdivision plat, please submit a concept future development plan.*	ConceptPlan_ProjectName

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III. Project Specifics

Fill in all the information below that is applicable to the proposed project.

Will the Existing Land Use on the Property Continue:	☐ Yes ☑ No
Explain any Future Development Plans:	Subdivision within the R-2 (medium density residential) zone including 32 residential lots in total. 31 single family, sing level, attached townhomes for seniors (55 years of age or older) plus the existing single family home on property.
Existing City or County Zoning Designation of Property Surrounding Subject Parcel(s):	North of the Site: Low Density South of the Site: Low Density East of the Site: Low Density + County R West of the Site: Low Density
Type of Access to Subject Parcel(s)	☑ Street Frontage ☐ Easement If easement, list easement width and Instrument # below: Easement Width: _____ Instrument #: _____
Name of Streets Providing Access:	Dorman Avenue Manchester Drive
Existing Domestic Water:	☐ Individual Domestic Well ☐ Centralized Public Water System ☑ City Municipal Water System ☐ Not Applicable

Nearest Water Line Connection:	Dorman Avenue and Manchester Drive
Existing Sewer:	☐ Individual Septic ☑ City Municipal Sewer ☐ Not Applicable
Nearest Sewer Connection:	Manchester Drive
Existing Irrigation:	☐ Surface ☐ Irrigation Well ☑ Pressurized ☑ Gravity ☐ Not Applicable
Nearest Irrigation Connection:	Gravity on Dorman Avenue
Irrigation District:	Pioneer Irrigation District
School District Serving this Location:	☑ Caldwell SD ☐ Nampa SD ☐ Vallivue SD

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IV. PDF Formatting Requirements

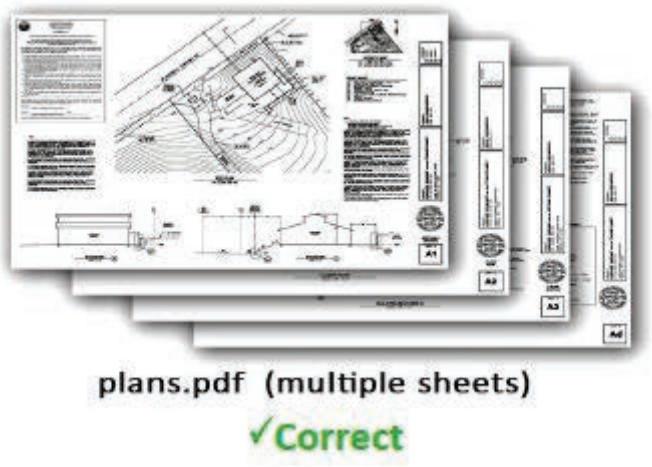
Portable Document Format (PDF) is the industry standard for electronic plans. The City of Caldwell only accepts PDF files for plan review. PDF files must be properly formatted as described below. Please read the instructions carefully. Improperly formatted plans can delay the plan review process for your project.

Layers: No multiple layers. Layers must be merged or flattened.

Format: Vector-based files are preferred given the ability to scale these files.

Resolution: Min. of 300 pixels per inch (PPI)

Grouping: Multiple sheet PDF (single file with multiple sheets)



Labeling:

Each sheet of the plans must be labeled with the project name, contractor, and address of the subject site.

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V. Applicant Acknowledgement

☑ I acknowledge that all items on the checklist are included in the submittal package and that all documents have been named accordingly and submitted as single-sided, high-resolution pdf documents; and

☑ I acknowledge that I, the applicant, or my representative, is responsible for attending all public hearings; and

☑ I acknowledge that applications are not deemed complete until the application has been submitted, all fees have been paid, and the application has been deemed accepted after completion of the pre-screening process. This could impact scheduling of public hearing dates; and

☑ I acknowledge that I have read, understand, and am in compliance with all standards, terms, and requirements listed in Caldwell City Code; and

☑ I acknowledge that the decision to grant or deny a owner-consented annexation is at the sole discretion of the City Council, and that any decision but City Council does not require council to articulate or provide findings justifying its decision as owner-consented annexation are not subject to judicial review in accordance with Idaho Code 50-222.

☑ I certify I am the:

☑ Property Owner as the Applicant ☐ Property Owner's Agent / Representative

Taylor Schmidt — Applicant / Applicant's Representative Printed Name

10/22/2025 — Date

Taylor Schmidt Digitally signed by Taylor Schmidt Date: 2025.10.22 13:06:24 -06'00'

Applicant / Applicant's Representative Signature

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SUBDIVISION PRELIMINARY PLAT CHECKLIST

The following items shall be included in any application submittal. Additional information may be required, as indicated in your roundtable (pre-app) meeting or upon official review of the plans. Please check the box for each item listed below to confirm submission of the item listed.

SECTION I

SUBMITTAL DOCUMENTS & RELATED PLANS		Applicant	Staff
Master Land Use Application	Copy of completed, signed and dated application	X	
Application Checklist	Copy of completed, signed and dated checklist	x	
Property Owner Acknowledgement	If the signatory of the application is not the owner of the property, a notarized statement (property owner acknowledgement) must be signed by the legal owner of record and submitted with the application	NA	
Proof of Property Ownership	Recorded Warranty Deed for the subject property showing proof of ownership, or evidence of property interest to subject property	X	
Legal Description of Property	Attach a legal description of the property including metes and bounds to the centerline of all adjacent rights of ways. All legal descriptions shall be certified by a land surveyor registered to the State of Idaho.	X	
Neighborhood Meeting Information	The verification shall include: • A copy of the letter mailed by the applicant *(Min. 15 days prior to meeting)* • A copy of the 500' mailing list indicating all notified owners, residents and associations • A copy of the sign-up sheet from the meeting, with your signature *Note: Neighborhood meetings must have been held within four (4) months of application submission.*	X	
Photographs	Photographs of existing site conditions	X	
Project Narrative	Narrative fully describing the application request(s), the purpose of the development, existing site conditions, and what is being proposed.	X	
Concept Building Elevations	Colored concept elevations of all four (4) sides of buildings, indicating building heights, colors, materials, windows, doors, and architectural features.	X	
Site Plan (Scaled)	Site plan, drawn to scale, showing location of all property lines, existing and proposed buildings, utilities, setbacks, easements, and streets with street names.	X	
Preliminary Plat	High resolution preliminary plat, to scale. See requirements for plan content in **Section II below**	X	
Landscape Plan	High resolution landscape plan, to scale. See requirements for landscape plan contents in **Section III below**	X	

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SECTION II

PRELIMINARY PLAT CONTENT		Applicant	Staff
Plans to Scale	All mapped data for the same plat shall be drawn at a scale suitable to ensure the clarity of all lines, bearings and dimensions, said scale typically being one hundred feet to an inch (100' = 1"). Whenever practical, scales shall be adjusted to produce an overall drawing measuring eighteen inches by twenty- four inches (18" x 24"), but not exceeding forty-two inches by sixty inches (42" x 60").	X	
Subdivision Name and Location	The proposed subdivision name and location shall be provided on the plat and shall meet the following: • Said name shall be approved by the City Mapping Department and shall not being a duplicate name of any other recorded subdivision within Canyon County or any of the cities in Canyon County; • Location of subdivision by section, township and range; reference by dimension and bearing to a combination of two (2) section corners, quarter section corners, or recorded monuments. (Ord. 3374, 12-6-2021)	X	
Contact Information	Name, address and phone number of property owner(s), subdivider, engineer, planner, and surveyor who prepared the plat, and any other professional persons involved in the subdivision.	X	
Scale, North Arrow, and Plan Preparation Date	Scale, north arrow and date of preparation including dates of any subsequent revisions.	X	
Vicinity Map (Scaled)	Vicinity map drawn to a maximum scale of one inch equals five hundred feet (1" = 500'), clearly showing the proposed subdivision or planned unit development configuration in relationship to, as well as, identifying and showing lot lines and street connections of all adjacent subdivisions, all arterial streets, all collector streets and bodies of water.	X	
Topography	Topography based on NAVD 88 datum shown on the same map as the proposed subdivision layout. Contour lines shown at five foot (5') intervals where land slope is greater than ten percent (10%) and at two foot (2') intervals where land slope is ten percent (10%) or less, referenced to an established bench mark, including location and elevation.	X	
Existing Water	Location of existing water wells and type, streams, canals, irrigation laterals, drainage facilities, private ditches, washes, lakes and other water features; direction of flow; regulatory floodplain and floodway boundaries if any; and location and extent of known areas subject to inundation if any.	X	
Streets and other Important Features	Location, widths and names of all existing streets and location, arrows indicating direction of slopes, type of surface and existence of any curb, gutter and/or sidewalks. Other important features such as railroads, utility rights of way and easements of public record, public areas, permanent structures to remain including water wells, and municipal corporation lines within or adjacent to the tract.	X	
Recorded Subdivisions with Common Boundaries	Name, book, page number and lot line layout of any recorded adjacent subdivision having common boundary with the tract.	X	
Table Schedule *(see attached example)*	Table Schedule of: • Existing zoning classification of the tract with any requested zoning changes. • Total acreage of the entire subdivision • Total number of buildable lots by land use type. • Total number of common lots. • Total gross acreage • Average buildable lot size • Dwelling units per gross acre.	X	

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PRELIMINARY PLAT CONTENT cont.		Applicant	Staff
Subdivision Boundary	The subdivision boundary with dimensions and bearings shall be based on an actual recorded field survey, performed within six (6) months of the preliminary plat application, and shall include the professional land surveyor stamp. Boundary problems shall be resolved prior to preliminary plat submittal. Stamping of the preliminary plat by the professional land surveyor pertains only to the boundary survey and should be noted as such.	X	
Public dedications of rights of way or easements	Proposed location, width, dimensions and bearings, and use of all proposed easements within the subdivision. All existing easements with location, width, dimensions, bearings, use and instrument numbers. Designation of all land to be dedicated or reserved for public use with purpose indicated.	X	
Names, Addresses, and Tax Parcel Numbers	Names, addresses and tax parcel numbers for all property owners within three hundred feet (300') of the exterior boundary of the subdivision, displayed visually on the plat in the appropriate locations.	X	
Utilities	Storm drains and water supply mains, both proposed and existing, within and immediately adjacent to the subdivision. Approximate location of existing sanitary sewer facilities, manholes, lines, and any other sewer related facilities within and adjacent to the subdivision.	X	
Proposed Street Layout	Proposed street layout, including location, width and proposed names of streets, common driveways, alleys, major pathways, micro pathways and easements; pedestrian and vehicular connections to adjoining properties.	X	
Lot Dimensions	Typical lot dimensions to scale; dimensions of all corner lots and lots of curvilinear sections of streets; each lot and block numbered individually; each lot labeled with its individual lot acreage and square footage.	X	
Land Use and Zoning Classification (Each Area)	If plat includes land for which multi-family, commercial, industrial or mixed use is proposed, such areas shall be clearly designated together with existing zoning classification and status of zoning change, if any.	X	
Special Development Areas	Appropriate information that sufficiently details the proposed subdivision within any special development area, such as: • Hillside • Floodplain	X	
On and Off-Site Improvements	The proposed on and off site improvements including water supply systems, sanitary sewer systems and stormwater drainage.	X	
Access and Approaches	Width, spacing and location of all proposed approaches to the subdivision with type (example: full approach, right in/right out approach) of approach indicated.	X	
Proposed Utility Methods	(A) Sewage Disposal: Such evidence relative to the design flows within the subdivision, and operation of the sanitary sewage facilities proposed. A statement as to the type of facilities proposed shall appear on the preliminary plat. (B) Water Supply: Such evidence relative to the design, operation, volume and quality of the water supply and facilities proposed. A statement as to the type of facilities proposed shall appear on the preliminary plat. (C) Stormwater Disposal: Such evidence relative to the design and operation of the stormwater disposal system. A statement as to the type of facilities proposed, and an indication of all areas to be used for treatment/disposal shall appear on the preliminary plat. All stormwater design shall comply with the city's most recent "Stormwater Management Manual" as adopted by council as of the date of preliminary plat application submittal. (D) Irrigation System: A statement describing the proposed irrigation system, consistent with section 10-07-12 of the Caldwell City Code, shall appear on the preliminary plat.	X	

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PRELIMINARY PLAT CONTENT cont.		Applicant	Staff
Acknowledgement	Note acknowledging that, to the best of the preparer's knowledge, the preliminary plat meets all requirements of city code; or if said plat does not meet all requirements then the plat has been submitted as a planned unit development and any and all requested exceptions have been listed in detail as part of the planned unit development application or it is not a planned unit development but any exceptions as allowed in this chapter have been noted on the preliminary plat and specifically requested as a part of the application.	X	

SECTION III

LANDSCAPE PLAN CONTENT (CCC 10-07-03)		Applicant	Staff
Plan Preparation	Landscaping plans shall be prepared by a landscape architect, a landscape designer or a qualified nursery person; Landscape plans shall be stamped by a licensed landscape architect.	X	
Plan Size	Detailed plan at a scale no smaller than one inch equals fifty feet (1" = 50')	x	
Streets, Setbacks and Easements	Show all streets, setbacks, and easements, Streets shall be identified by name. Dimension and label all right-of-way, setbacks, and easements	X	
Sight Visibility Triangles	Show and label all sign visibility triangles.	X	
Storm Water Facilities and Berms	Show all storm water facilities and berms. Indicate berm heights, slopes and proposed landscaping	X	
Off-Street Parking & Bicycle Parking	• A note listing the required number of parking spaces and bicycle parking spaces. • A note listing the provided number of parking spaces and bicycle parking spaces. The provided number of parking spaces and bicycle parking spaces shall equal or exceed the required number of parking spaces and bicycle parking spaces. • Circulation area required to serve the parking spaces with typical dimensions.	X	
Existing Trees and/or Shrubs	Location of all existing trees and shrubs, and the approximate size and type of any existing trees and shrubs. Indicate by note which trees and/or shrubs will remain, if any.	X	
Existing and Proposed Structures	Location of all existing and proposed structures and a note of whether or not the existing structures will remain	X	
Pathways	Location, width, and type of pathways, along with identification of all required pathway materials and landscaping callouts: • Micro Pathways • Major Pathways • Public Pathways • Regional Pathways • Indian Creek Corridor Pathways (if applicable)	X	
Open Space Exhibit	All open space clearly delineated using colored shading so it is readily identifiable. The open space exhibit shall contain a table identifying: • The percentage and acreage of each individual areas of open space and if the open space is being calculated as qualified open space • The total percentage and acreage of code required open space and qualifying open space in relationship to the gross area of the project • The total percentage and acreage of proposed open space and qualifying open space in relationship to the gross area of the project	X	
Public Amenities	Location, size, and types of new structures for recreational use (i.e., gazebos, water features, picnic areas, shuffleboard, etc)	X	

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LANDSCAPE PLAN CONTENT (CCC 10-07-03)		Applicant	Staff
School Bus Stops	Location of school bus stop areas within a common lot or common easement	NA	
Public Transit Stops	Location of any public transit	NA	
Street Landscape Buffers	Location and width of all street landscape buffers. Include the location of all sod, trees, shrubs, plantings, and other materials proposed.	X	
Landscape Buffers Between Land Uses	Location and width of all landscape buffers between different land uses. Include the location of all sod, trees, shrubs, plantings, and other materials proposed.	NA	
Parking Lot Landscaping	Location and size of all landscape islands within parking lots, Include the location of all landscaping materials proposed	X	
Trash Enclosures	Location of all trash enclosures, to include details about screening and landscaping	NA	
Fencing	Location, height, color, and materials for all existing or proposed fencing	X	
Other Landscape Amenities	Provide location, size, type and description of all other landscape improvements such as berms, decorative rock, boulders, etc.	X	
Landscape Schedule	Provide a table listing all of the locations, descriptions, types and numbers of landscaping products to be installed.	X	

SECTION IV

GENERAL PROJECT INFORMATION

Type of land uses within subdivision:	Residential only Commercial only Industrial only Mixed-use *(mix of residential and non-residential uses)*
Has your development / subdivision name, street names, and lot and block numbers been approved by the City of Caldwell Mapping Division?	Yes No *If yes, have you made any changes or modifications to the previously approved pre-plat approved by Mapping?* Yes No
Will the subdivision be phased?	Yes No If yes, how many phases are proposed?
Development timeline for full build out?	December 2027

LAND USE AND ZONING INFORMATION

	Zoning Designation	Comp Plan Designation	Land Use
Existing (Subject Property)	County R-1	Neighborhood 2	Single family home with acreage
Proposed (Subject Property)	R-2 City of Caldwell	Neighborhood 2	Single Family attached townhomes
North of Site	R-1 City of Caldwell	Neighborhood 2	Single family homes
South of Site	R-1 City of Caldwell	Neighborhood 2	Single family homes
East of Site	R-1 City of Caldwell	Neighborhood 2	Single family homes
West of Site	R-1 City of Caldwell	Neighborhood 2	Single family homes

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PROJECT SPECIFIC INFORMATION

	Number of Lots	Acres	Percent of "Net" Acres *Net acreage is the total acreage minus any public streets and public rights of way*
Residential Lots	32	4.65	3.60
Commercial Lots	0		
Industrial Lots	0		
Common Lots	0		

EXISTING AND PROPOSED BUILDING DATA

	# of EXISTING buildings	# of PROPOSED buildings	# of EXISTING dwelling units	# of PROPOSED dwelling units	Max. Building Height	Total GROSS square footage of buildings
Residential:						
Single-family (detached) homes	1		1		28 feet	4128 SF
Townhomes		31		31	20 feet	50,139
Two-family *(duplex)*						
Three-family residential *(triplex)*						
Four, five and six family *(fourplex, fiveplex, and sixplex)*						
Multi-family (7 or > dwelling units) in a single building						
Commercial			N/A	N/A		
Industrial			N/A	N/A		
Type of Commercial or Industrial Buildings:		Single-tenant building(s)	Multi-tenant buildings			

DENSITY AND OPEN SPACE (Comprehensive Plan and CCC 10-07-05)

Dwelling units per gross acre (Density):	Max. Allowed	Proposed
	8	6.88
Total Open Space	% Required	% Proposed
	10 %	12.7 %
Total "Qualifying" Open Space	% Required	% Proposed
	10 %	10.3 %
Included	**NOTE:** *Attach a separate Open Space Exhibit showing all areas of open space highlighted, all areas highlighted and labeled for qualifying open space, and table with breakdown, square footage, percentage and acreage of all open space vs. qualifying open space.*	

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PARKING, LOADING AND PEDESTRIAN AMENITIES (CCC 10-02-05)		
Description	**Min. Required**	**Proposed**
Electric vehicle parking spaces	0	0
Off-street parking spaces	0	0
Commercial loading spaces		
Industrial loading spaces		
Bicycle parking spaces:		
Describe any public transportation facilities that will be provided in accordance with (CCC 10-02-05 B)	NA	
Public Amenities:	***Provide a description of the type of public amenities proposed***: Shade structure	

LANDSCAPING AND PATHWAYS (CCC Chapter 10, Article 7)	
Landscaping: (*Please check all locations where landscaping will be provided)*	Parking lot Common areas Street landscape buffers Between different land uses Pathways Around building exterior Other _____
Major Pathways	*Describe location, width, and landscaping:* None
Micro Pathways	*Describe location, width, and landscaping* None
Public Pathways *(per Bicycles and Pathways Master Plan)*	*Describe location, width, landscaping, and any proposed fencing:* None

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STREET LANDSCAPE BUFFERS (CCC 10-07-08)

Location *(Enter Street Name)*	Min. Width Required	Proposed Width	% of Sod Proposed	# of Trees Proposed	Min. Tree Spacing *(in feet)*	# of Shrubs Proposed	Min. Shrub Spacing *(in feet)*
Dorman Avenue and Manchester Drive	15 feet	25 feet	41%	8	10 feet	72	2 feet
Manchester Drive	10 feet	10 feet	100%	0	NA	0	NA

BUFFERS BETWEEN LAND USES (CCC 10-07-10)

Location *(If not required, put N/A)*	Min. Width Required	Proposed Width	% of Sod Proposed	# of Trees Proposed	Min. Tree Spacing *(in feet)*	# of Shrubs Proposed	Min. Shrub Spacing *(in feet)*
North Property Line	NA						
South Property Line	NA						
East Property Line	NA						
West Property Line	NA						

PUBLIC SIDEWALKS

Location (Street Name)	Min. Width Required	Proposed Width	Type of Sidewalk		
Dorman Avenue	5 feet	6 feet	Meandering	Attached	Detached
Manchester Drive	5 feet	6 feet	Meandering	Attached	Detached
			Meandering	Attached	Detached
			Meandering	Attached	Detached

UTILITIES, INFRASTRUCTURE, AND PUBLIC SERVICES INFORMATION

Domestic Water:		Individual Domestic Well – How Many?
		Centralized Public Water System
	X	City Municipal Water System Yes
		N/A
	Nearest Water Line Connection: Dorman Avenue	
Sewer (Wastewater):		Individual Septic
	X	City Municipal Sewer Yes
		N/A
	Nearest Sewer Line Connection: Manchester Road East of Development	
Irrigation:		Surface
		Irrigation Well
	X	Pressurized Yes
		Gravity
		N/A
	Nearest Irrigation Connection: Gravity on Dorman Avenue	
	Irrigation District: Pioneer Irrigation	

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Stormwater:		Swales
		Ponds
		Borrow Ditches
		Other, Explain: Seepage bed (subsurface infiltration facility)
Stormwater Management:	Does the site disturb one or more acres of land? Yes No	
Fire Suppression Water Supply Source:	NA	
Sources of Surface Water on or Nearby Properties (i.e., creeks, ditches, canals, lake, etc.):	None	
Type of Site Access:	X	Street Frontage Yes
		Easement Easement Width: Instrument #
Street(s) Providing Access:	Dorman avenue and Manchester Drive	
Will Secondary Access for Fire be Provided:	X	Yes YES
		No
Internal Roads:	X	Public YES
		Private
		Internal Circulation
		Road User's Maintenance Agreement Inst#
School Districts Serving this Location:	X	Caldwell School District Yes
		Vallivue School District

SPECIAL ON-SITE CHARACTERISTICS

	Yes	No	If yes, explain:
Areas of Critical Environmental Concern?		X	
Evidence of Erosion?		X	
Fish Habitat?		X	
Floodplain?		X	
Riparian Vegetation?		X	
Steep Slopes?		X	
Streams/Creeks?		X	
Unique Animal/Plant Life?		X	
Unstable Soils?		X	
Wildlife Habitat?		X	
Historic Buildings or Features?		X	

City of Caldwell
Planning and Zoning Department
621 Cleveland Blvd., Caldwell, Idaho, 83605
Phone: (208) 455-3021 | Web: www.cityofcaldwell.org

Describe any other unique site characteristics:	None

ACKNOWLEDGEMENT	
X	I acknowledge that all items on the checklist are included in the submittal package and that all documents have been submitted as single-sided, high-resolution documents; and
X	I acknowledge that the applicant or the applicant's representative is responsible for the physical posting of all subject sites prior to the public hearings, and for providing affidavit of proof of posting in accordance with Caldwell City Codes; and
X	I acknowledge that the applicant or the applicant's representative IS REQUIRED to attend all public hearings for this application.

I certify this document has been acknowledged, signed and dated by the:

☒ Property Owner as the Applicant ☐ Property Owner's Agent / Representative

Taylor Schmidt — Applicant / Applicant's Representative Printed Name

10/22/25 — Date

Taylor Schmidt Digitally signed by Taylor Schmidt Date: 2025.10.22 17:09:24 -06'00'

Applicant / Applicant's Representative Signature

Robin Collins
City of Caldwell Planning and Zoning Department
205 S. 6th Ave., 2nd Floor
Caldwell, ID 83605

RE: Proposed Annexation, Rezone, and Preliminary Plat of Summit Grove Subdivision

Dear Ms. Collins:

On behalf of SI Construction LLC (the "**Applicant**"), please find enclosed application materials related to the proposed annexation, zoning, and preliminary plat (the "**Application**") of a 4.6-acre parcel located off Dorman Ave and proceeding through the property through to Manchester Drive (Parcel number R2799800000) (the "**Property**").



1. **<u>Property Background and Site Characteristics</u>**

This is real property located within the area of impact of the City of Caldwell (the "**City**") and is designated by the City's future land use map as **Neighborhood 2**.

> Neighborhood 2 is the primary residential place type in Caldwell. This encompasses residential areas that provide an array of low and mid-density housing options. These neighborhoods are located outside of most commercial centers but should still be well connected to nearby services.
>
> Density Minimum: 2 du/ac
>
> Density Maximum: 8 du/ac

Comprehensive Plan, p. 24

The Property currently consists of an existing single-family residence that will remain on the Property.



Surrounding characteristics of the site are as follows:

North – Single Family Residential.
East – Single Family Residential
South – Single Family Residential
West – Single Family Residential / Farm ground

2. The Application

The Application calls for a R-2 zoning designation to allow for 38 lots – consisting of one detached single-family lots (the existing home), 31 attached single-level single family buildable residential units, and 6 common area lots. The proposed residential lots will be for sale lots.

In the pre-application meeting, Caldwell city planning staff recommended that the Property, if annexed and rezoned, be zoned as R-2 (Community Residential), with a maximum density of 8 units per acre. The Applicant is seeking approval for an R-2 zoning designation, with a density of 6.9 units per acre.

> **R-2 ZONE**: The purpose of this zone is to provide areas by zoning procedures in accordance with the comprehensive plan that accommodates a larger variety of lot sizes and housing types. This includes single-family residential (including accessory dwelling units) and missing middle housing types such as townhomes, duplexes, triplexes, fourplexes, cottage courts, small scale multi-family, or mansion house apartments. Supporting or secondary land uses may include small-scale mixed-use or live/work housing types, and commercial activities and services that are generally only found at major intersections of arterial and collector roadways.

An important component of the Application is the proposed restriction of residence ownership to owners 55 and over. This provides the community will much needed residential opportunities to older community residents nearby to existing services (such as neighborhood parks, gathering areas, or shopping opportunities). The low-maintenance lifestyle and amenities will attract empty-nesters looking

to downsize and enjoy a more relaxed retirement in Caldwell and what the City has to offer. The age restrictions contribute to a quieter atmosphere, making it a desirable option for those seeking a tranquil and relaxing environment, providing another available housing product for Caldwell as the City accommodates the needs of its current and future residents.

3. Comprehensive Plan

The goals of the Caldwell Comprehensive Plan will be put into effect with this application. This is infill development, bringing into the City an enclave of County property with services immediately available, thereby fulfilling the Annexation Policy, specifically page 98, and meeting the need for additional housing:

> Caldwell has fewer housing units than households and is growing faster than new housing units are added.

Comp. Plan, p. 8

> Chapter 6 – Goal 3.2 Promote infill housing developments to maximize existing infrastructure and slow the loss of open space.

The Application also address the Neighborhood 2 recommended Design Characteristic in the Comprehensive Plan and the single level townhomes are consistent with the adjacent 1-2 story residences and will blend with the existing homes seamlessly.

> *Neighborhood 2 contains a diverse mix of uses. Where uses or intensity of uses change, efforts to blend building scales should be made to avoid abrupt changes in height and building size.*

Comp. Plan p. 24-25

The proposed project also meets the goal of connecting existing streets in the City, as the Project will connect Manchester Drive to Dorman.

> Chapter 3 – Goal 1.4 Connect residential development with existing streets and require future connection to the City's planned system.

The proposed project will connect the existing residential development to the east, providing increased traffic connectivity. Based on the road layout, the curve in the proposed extension of Manchester Drive will encourage slow moving traffic through the neighborhood. Based on the size of the proposed development, a traffic study is not required or warranted.

4. Services

Dorman Townhomes Subdivision is adequately served with **all** public services and utilities. A summary of each service is available below.

- **Sewer**: The Project will be served by City of Caldwell Sewer via the existing 8-inch sewer stub on Manchester Drive. The Developer has confirmed with the City that adequate capacity exists to serve the Project.

- **Domestic Water**: Water service is available from the City of Caldwell via existing water mains on both Manchester Drive (8 inch main) or on Dorman Ave. (12 inch main) to the property. The Developer discussed the water services with City staff during the roundtable discussion and the City has adequate capacity to serve the Project.
- **Irrigation**: Gravity irrigation is provided by Pioneer Irrigation District via the Phyllis Canal. A pump station will be constructed onsite for pressure irrigation service with the review and appropriate permitting/license agreement process. Potable water will not be used for irrigation.
- **Schools**: The Project is in the Caldwell School District. Because the proposed development will be restricted to residents 55 years and older, it is anticipated there will be no impact on the capacity of the Caldwell School District. For informational purposes, Woodrow Wilson Elementary School, Jefferson Middle School, and Caldwell Senior High School would be served by the residents of the Project.
- **Fire**: The project is approximately 2.2 miles from Fire Station #2 and wholly within the Caldwell Fire response time goal of 5 minutes.
- **Police**: The project is approximately 2.9 miles from Caldwell Police Department Headquarters and will have a response time to an emergency within 5 minutes or less.
- **Stormwater**: Stormwater drainage will be on site and will handled via seepage beds.

5. Open Space

The Applicant is retaining 10% of the project in qualified open space. As you can see from the attached rendering, a community common space will be provided, suitable for a shade structure and picnic tables, as well as grassy open space areas around the required drainage spaces.

The subdivision will be accessed from Dorman Street and will proceed through the property through Manchester Drive. The newly constructed road will be a local street and will be designed and constructed to the City of Caldwell's standards. The common area lots at the entrances to the subdivision will be landscaped and will frame the development and be welcoming and visually appealing. The existing farmhouse will be retained and will provide a transition to the single-story residences to be developed.

6. Conclusion

We appreciate your review of these materials and look forward to further dialogue as these Applications approach hearing.

Sincerely,

Taylor Schmidt

Taylor Schmidt

SI Construction LLC

1001 N. Rosario Street Suite 100
Meridian, ID 83642
P (208) 974-0075 F (801) 352-7989

ANNEXATION DESCRIPTION
PREPARED FOR
SUMMIT GROVE SUBDIVISION
CALDWELL, IDAHO
12/23/2025
25-5008
(JTS)

SUMMIT GROVE ANNEXATION AND ZONING DESCRIPTION

A part of the Northwest Quarter of Section 33, Township 4 North, Range 3 West, Boise Meridian, located in Caldwell, Canyon County, Idaho, being more particularly described as follows:

Commencing from the Northwest Corner of Section 33, Township 4 North, Range 3 West, Boise Meridian;
thence S89º25'02"E 660.30 feet along the North line of the Northwest Quarter of said Section 33;
thence S00°46'55"W 343.84 feet to a point on the Centerline of Dorman Ave, said Point of Beginning;

thence S89°23'47"E 660.45 feet to a 1/2" rebar and cap PLS 8960 marking the Northwest corner of a parcel, Instrument No. 2024-024736;
thence S00°41'48"W 318.48 feet along the Westerly line of said parcel and the Westerly line of Manchester Park No. 3 Subdivision, Instrument No. 9817992, Book 25 Page 8 to a point, said point being the Northeast corner of Quail Meadow Subdivision Instrument No. 200025011, Book 28 Page 28;
thence N89°27'30"W 660.93 feet along the Northerly line of said Quail Meadow Subdivision to the said Centerline of Dorman Ave;
thence N00°46'55"E 319.20 feet along said Centerline of Dorman Ave to the Point of Beginning.

Contains 4.84 acres +/-



NW CORNER SEC 33
T4N, R3W, B.M.
FOUND 2" ALUMINUM CAP PLS 13765
CP&F INST. NO. 2012-023893
JUNE 12, 2012

N 1/4 CORNER SECTION 33
T4N, R3W, B.M.
FOUND 2" ALUMINUM CAP ILLEGIBLE
CP&F INST. NO. 2023-011519
APRIL 12, 2023

Record: S89°25'02"E 2641.02'

BASIS OF BEARING: S89°25'02"E 2640.99'

29 28 32 33

660.30' (TIE)

1980.69' (TIE)

28 33

PROFESSIONAL LAND SURVEYOR
LICENSED
12/23/25
3271644
STATE OF IDAHO
TRENTON SMITH

S00°46'55"W 343.84'
(TIE)

DORMAN AVE (PUBLIC)
WIDTH - 50'

PARCEL NO. 2799010 0
BRESHEARS, MICHAEL T.
INSTRUMENT NO.
2018057678

PARCEL NO. 28000013 0
MADRIGAL, JOSE A AND
MADRIGAL, JANETH
INSTRUMENT NO.
20111016827

POINT OF
BEGINNING

S89°23'47"E 660.45'

PARCEL NO. 28000010C0
CUELLAR, BEVERLY J
INSTRUMENT NO.
2024024736

N0°46'55"E 319.20'

PARCEL NO. 27998000 0
SI CONSTRUCTION LLC
INSTRUMENT NO. 2025015806
CONTAINS: 4.84 ACRES +/-

S0°41'48"W 318.48'

MANCHESTER
PARK NO. 3
INSTRUMENT NO.
9817992
BOOK 25, PAGE 8

N89°27'30"W 660.93'

QUAIL MEADOW SUBDIVISION
INSTRUMENT NO. 200025011
BOOK 28, PAGE 28

N
S

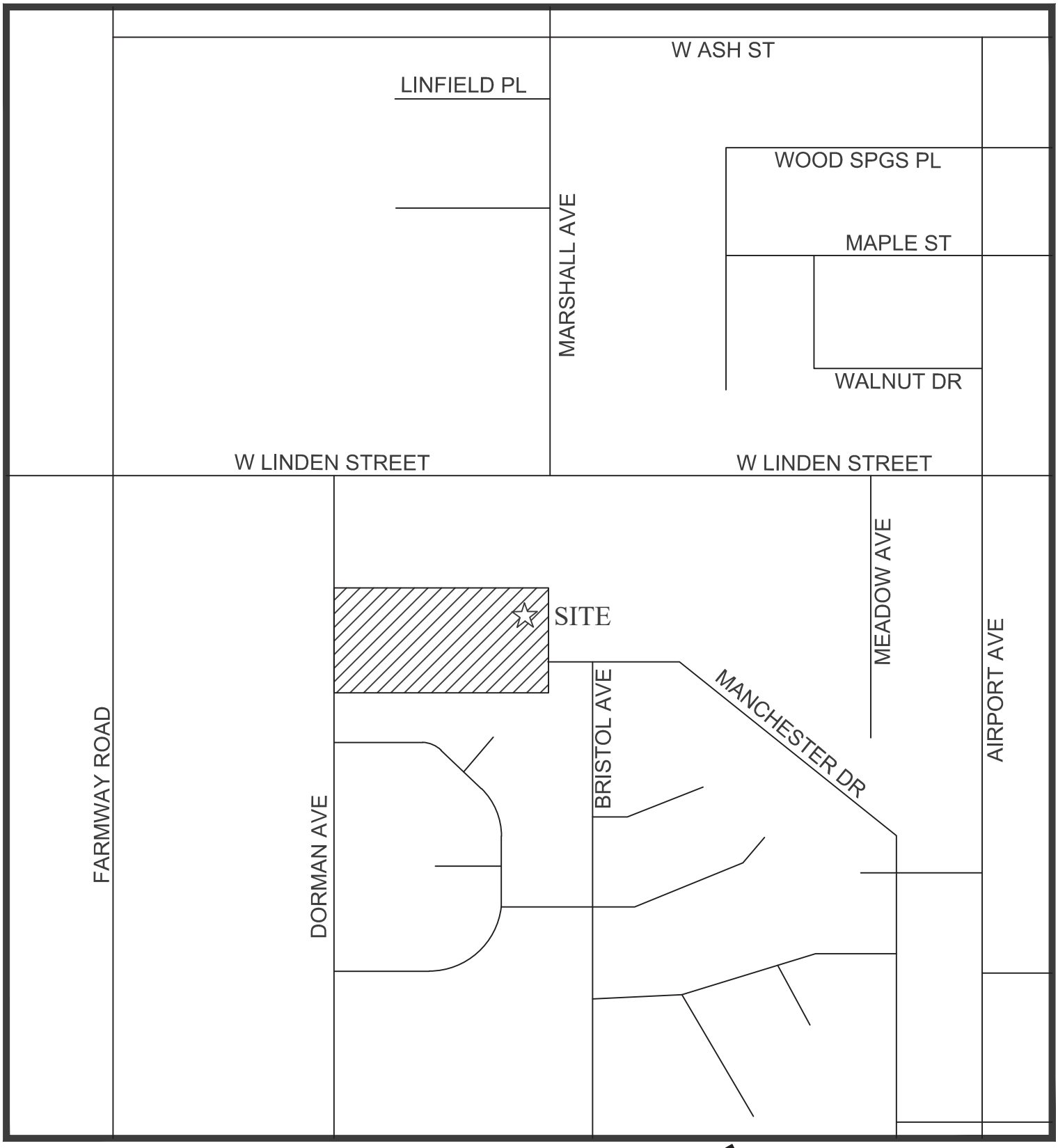
FOCUS ©
ENGINEERING AND SURVEYING, LLC
1001 N. ROSARIO STREET SUITE 100
MERIDIAN, IDAHO 83642 PH: (208) 974-0075
www.focus-es.com

SUMMIT GROVE ANNEXATION EXHIBIT
LOCATED IN THE NW 1/4 OF THE
NW 1/4 OF SECTION 33, T4N, R3W, BM

Date Created: 12/23/2025
Scale: N.T.S.
Drawn: JTS
Job: 25-5008
Sheet: 2 OF 2

V:\...2025\25-5008 Dorman Ave Caldwell\design 25-5008\dwg\exhibits\25-5008 Annexation Exhibit.dwg

SUMMIT GROVE SUBDIVISION

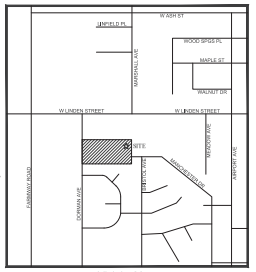


Vicinity Map

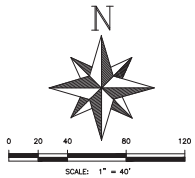
NOT TO SCALE

BRONZE BOW
P.O. BOX 8525 BOISE, ID 83704
JADON@BRONZEBOWLAND.COM

PRELIMINARY PLAT
FOR
SUMMIT GROVE SUBDIVISION
LOCATION: LOT 23 OF WOODS ACERAGE, BOOK 1, PAGE 29,
A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33,
TOWNSHIP 4 NORTH, RANGE 3 WEST, BOISE MERIDIAN
CITY OF CALDWELL, CANYON COUNTY, IDAHO
MAY 2025



Vicinity Map
NOT TO SCALE



SCALE: 1" = 40'

DEVELOPER

SI CONSTRUCTION LLC
802 NORTH ACER LOOP
SUITE 100
NAMPA IDAHO, 83687
CONTACT:
TAYLOR SCHMIDT
EMAIL: TAYLORSCHMIDT208@OUTLOOK.COM

SURVEYOR

FOCUS ENGINEERING AND SURVEYING
1001 N. ROSARIO ST, SUITE 100
MERIDIAN, ID 83642
PHONE: (208) 947-0075

ENGINEER

KEITH SCHNEIDER
EMAIL: KEITH@BRONZEBOWLAND.COM

SITE DATA

SITE AREA = ±4.63 ACRES

CANYON COUNTY PARCEL #27998000 0

CURRENT LAND USE ZONE: R-1 (CANYON COUNTY)

PROPOSED LAND USE ZONE: R-2

SINGLE-FAMILY RESIDENTIAL SETBACKS:

FRONT SETBACK (GARAGE)	*22 FEET*
FRONT SETBACK (LIVING)	*15 FEET*
SIDE SETBACK (ATTACHED)	*0 FEET*
SIDE SETBACK (DETACHED)	*5 FEET*
SIDE SETBACK (STREET SIDE)	*15 FEET*
REAR SETBACK	*15 FEET*

AREA CALCULATIONS:

AVERAGE LOT SIZE	*4247 SF*
RESIDENTIAL DENSITY	*6.9 DU/AC*
PROVIDED (QUALIFIED OPEN SPACE)	*0.48 ACRES*

NOTES

1. *MAINTENANCE OF THE COMMON AREAS SHALL BE BY THE SUMMIT GROVE SUBDIVISION HOMEOWNER'S ASSOCIATION.*
2. *ANY RESUBDIVISION OF THE PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.*
3. *BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE CITY OF CALDWELL STANDARDS FOR THE APPLICABLE ZONE, R-2.*
4. *THE ENGINEER CERTIFIES THAT THE INFORMATION PROVIDED HAS BEEN PREPARED TO SUPPORT PRELIMINARY PLAT REVIEW AND APPROVAL AND IS NOT SUITABLE FOR CONSTRUCTION AT THIS STAGE.*

LOT SUMMARY		
	NUMBER	AREA (AC)
DETACHED SINGLE FAMILY RESIDENTIAL	1	0.46
ATTACHED SINGLE FAMILY RESIDENTIAL	31	2.65
COMMON	6	0.66
PUBLIC RIGHT-OF-WAY (ON-SITE)	N/A	0.86
TOTAL	38	4.63

UTILITY / PUBLIC SERVICE PROVIDERS	
ELECTRICITY	IDAHO POWER
GAS	INTERMOUNTAIN GAS
TELEPHONE	CENTURY LINK/CABLE ONE
SEWER	CITY OF CALDWELL
WATER	CITY OF CALDWELL
IRRIGATION	PIONEER IRRIGATION DISTRICT
FIRE	CALDWELL FIRE DISTRICT
SCHOOL DISTRICT	CALDWELL SCHOOL DISTRICT
STREETS	CITY OF CALDWELL



BRONZE BOW
P.O. BOX 8525
BOISE, IDAHO 83707
JADON@BRONZEBOWLAND.COM

SUMMIT GROVE SUBDIVISION
COVER

DESIGNED	JKS
DRAWN	JKS
CHECKED	KS
APPROVED	KS

PROJECT REVISIONS

NO.	ITEM	DATE

FILE NAME: 25003 - COVER.PP

PROFESSIONAL ENGINEER LICENSED STATE OF IDAHO KEITH A. SCHNEIDER

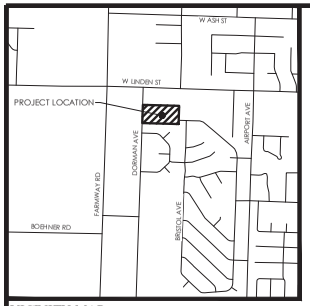
SHEET 1 OF 5

DATE: MAY 2025
BRONZE BOW PROJECT NO: 25003

C:\USERS\JADON\BRONZE BOW DROPBOX\JADON SCHNEIDER\BRONZE BOW LAND\PROJECTS\25003 - SUMMIT GROVE SUBDIVISION\CAD\SHEETS\PP\PRELPLAT25003 - COVER(PP).DWG

BOUNDARY & TOPOGRAPHIC SURVEY

LOCATION: LOT 23 OF WOODS ACERAGE, BOOK 1, PAGE 29,
A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33,
TOWNSHIP 4 NORTH, RANGE 3 WEST, BOISE MERIDIAN
CITY OF CALDWELL, CANYON COUNTY, IDAHO



VICINITY MAP
N.T.S

SURVEYOR'S NARRATIVE

In regards to the Right-of-Way dedication as depicted in the Record of Survey Inst. No. 9828989 & Woods Acreage Plat, Book 1, Page 29, evidence suggests that the portion of Right-of-Way of Park Ave has been vacated, as described in 2000-19970 Utility Easement, Paragraph 2. Our research suggests that the said vacation incorporated said Right-of-Way parcel with the subject parcel. There are no remainder parcels as a result of this vacation. The boundary, as interpreted in this survey, represents the intention of the Right-of-Way vacation.

No formal record was found describing the specific vacation of Right-of-Way on Park Avenue, other than those indicated.

A found 1/2" Rebar with Cap, JUB PLS 944, located in the southwesterly corner of the subject parcel, monuments the northwest corner of Lot 1, Block 1 of Quail Meadows Subdivision, Inst. No. 200025011, Book 28, Page 28. We accepted this to be congruent with the subject parcel description, and have held this as representation of the southerly line of said parcel. The survey depicts potential fence encroachment along said southerly line.

NOT FOR CONSTRUCTION

THIS TOPOGRAPHIC SURVEY IS INTENDED SOLELY FOR CLIENT USE AND IS NOT AN OFFICIAL DOCUMENT. THE INFORMATION CONTAINED HEREIN IS NOT TO BE RECORDED OR SUBMITTED TO ANY CITY, COUNTY, OR OTHER GOVERNMENT ENTITY. IT IS NOT INTENDED FOR USE IN ANY BUILDING OR CONSTRUCTION ACTIVITIES AND SHOULD NOT BE RELIED UPON FOR SUCH PURPOSES.

NOTE CONCERNING UTILITIES:

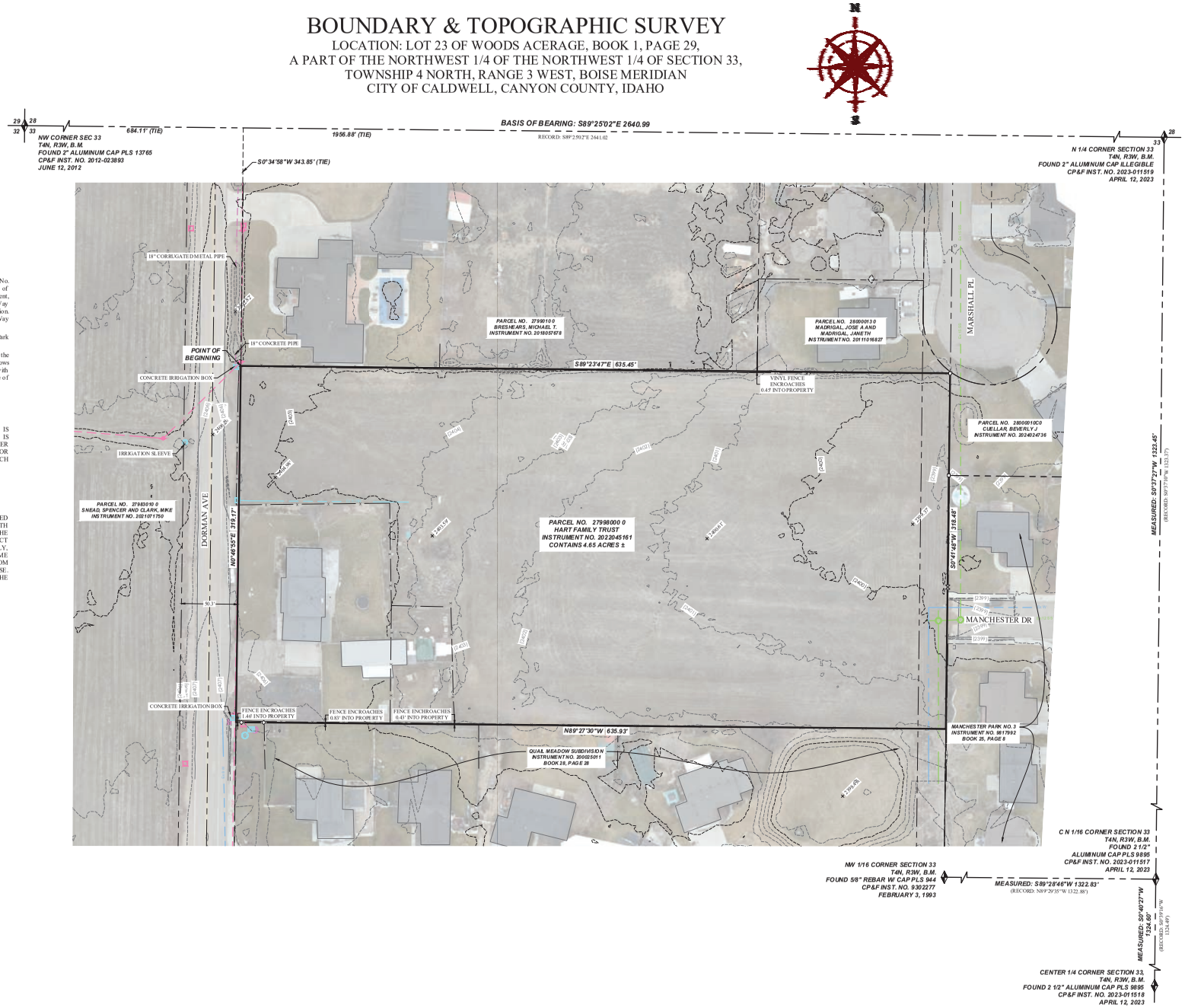
WITH REGARD TO LOCATIONS OF UTILITIES ON OR SERVING THE SURVEYED PROPERTY, INFORMATION FROM SOURCES WILL BE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY.

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

LEGEND

- BOUNDARY LINE
- SECTION LINE
- EXIST. EASEMENT LINE
- EXIST. PROPERTY LINE
- EXIST. CONTOUR MAJOR
- EXIST. CONTOUR MINOR
- EXIST. STORM DRAIN
- EXIST. SANITARY SEWER
- EXIST. CULINARY WATER
- EXIST. SECONDARY WATER
- EXIST. IRRIGATION
- EXIST. NATURAL GAS
- EXIST. COMMUNICATIONS
- EXIST. OVERHEAD POWER
- EXIST. FENCE
- EXIST. CONCRETE, CURB & GUTTER, SIDEWALK
- EXIST. EDGE OF ASPHALT
- SECTION MONUMENT (FOUND)
- FOUND 1/2" REBAR WITH CAP JUB PLS 944
- FOUND 1/2" REBAR WITH CAP LS 8960
- FOUND 1/2" REBAR WITH CAP LS 4477
- EXIST. SD INLET, MANHOLE & COMBO BOX
- EXIST. SEWER MANHOLE
- EXIST. WATER VALVE & WATER METER
- EXIST. FIRE HYDRANT
- EXIST. IRRIGATION BOX
- EXIST. GAS VALVE & GAS METER
- EXIST. POWER POLE
- EXIST. ELECTRICAL BOX
- EXIST. COMMUNICATIONS BOX
- + XXXX.X EXIST. SPOT ELEVATION



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ENGINEERING AND SURVEYING, LLC
1001 NORTH ROSARIO STREET, SUITE 100
MERIDIAN, IDAHO 83642 PH: (208) 939-4063
www.focuspe.com

PROFESSIONAL LAND SURVEYOR LICENSED
LS10716
32716LS
STATE OF IDAHO
TRENTON SMITH

BOUNDARY & TOPOGRAPHIC SURVEY

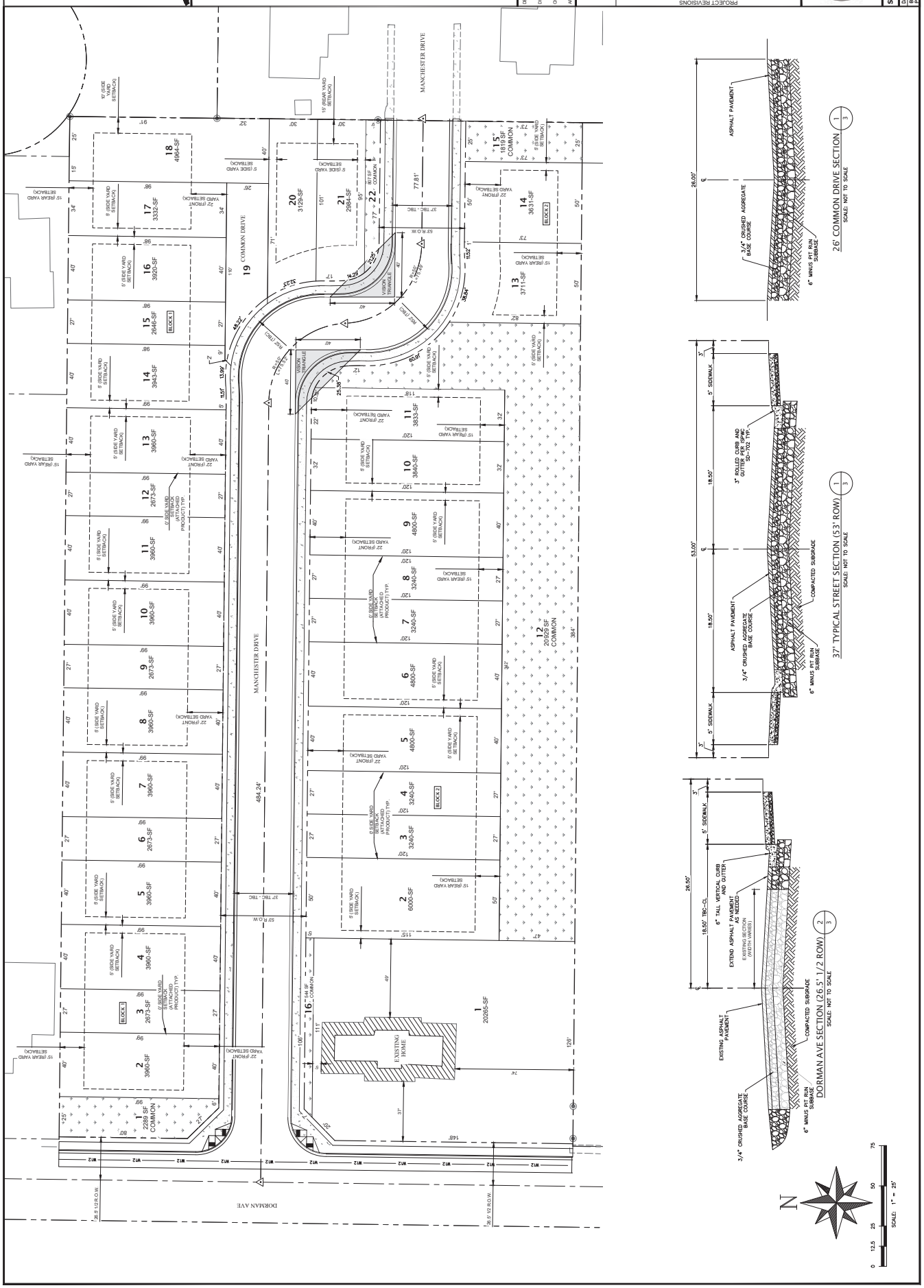
LOCATION: LOT 23 OF WOODS ACERAGE, BOOK 1, PAGE 29,
A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33,
TOWNSHIP 4 NORTH, RANGE 3 WEST, BOISE MERIDIAN
CITY OF CALDWELL, CANYON COUNTY, IDAHO
PREPARED FOR: SI CONSTRUCTION LLC

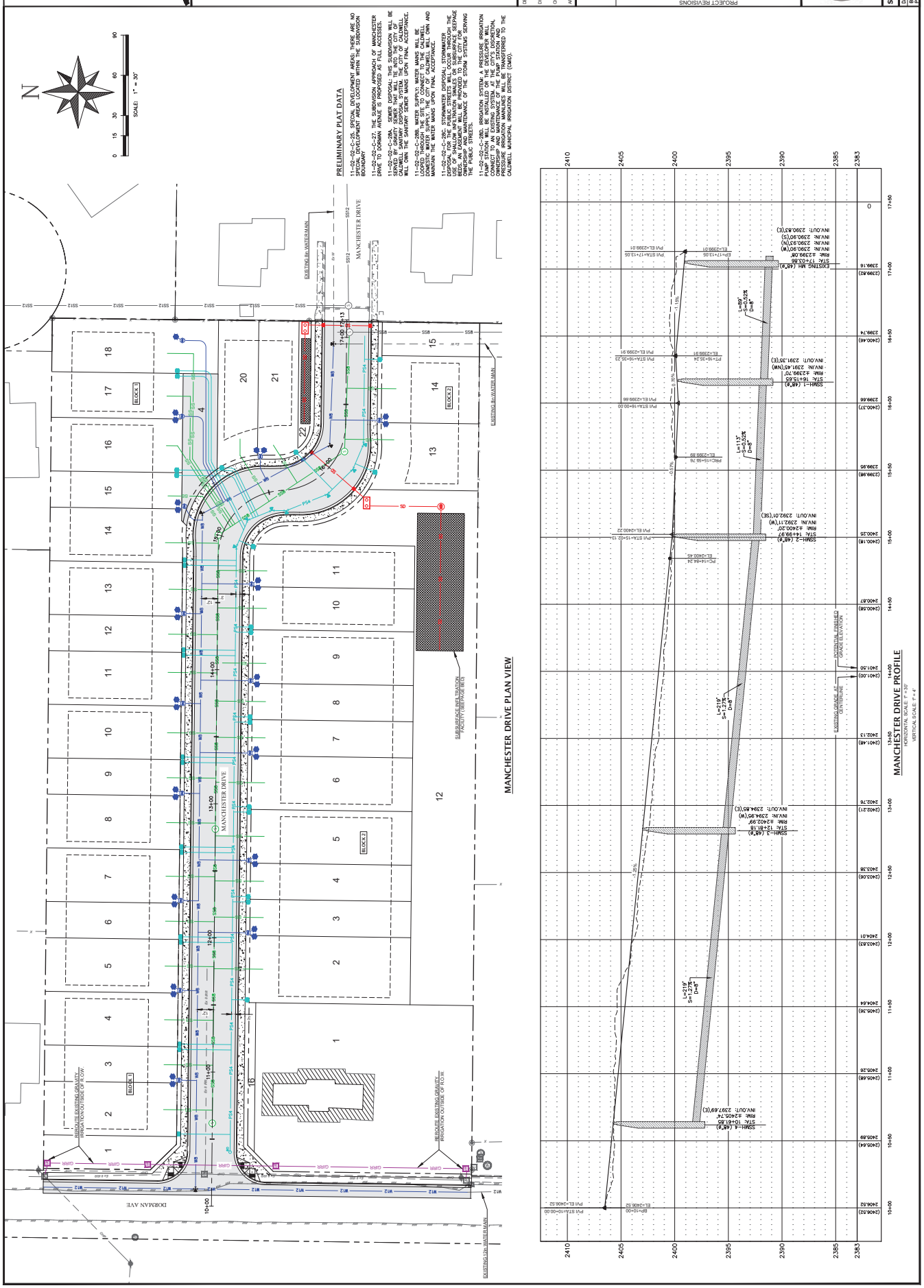
REVISION BLOCK

	DATE	DESCRIPTION
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1	----	----
2	----	----
3	----	----
4	----	----
5	----	----
6	----	----

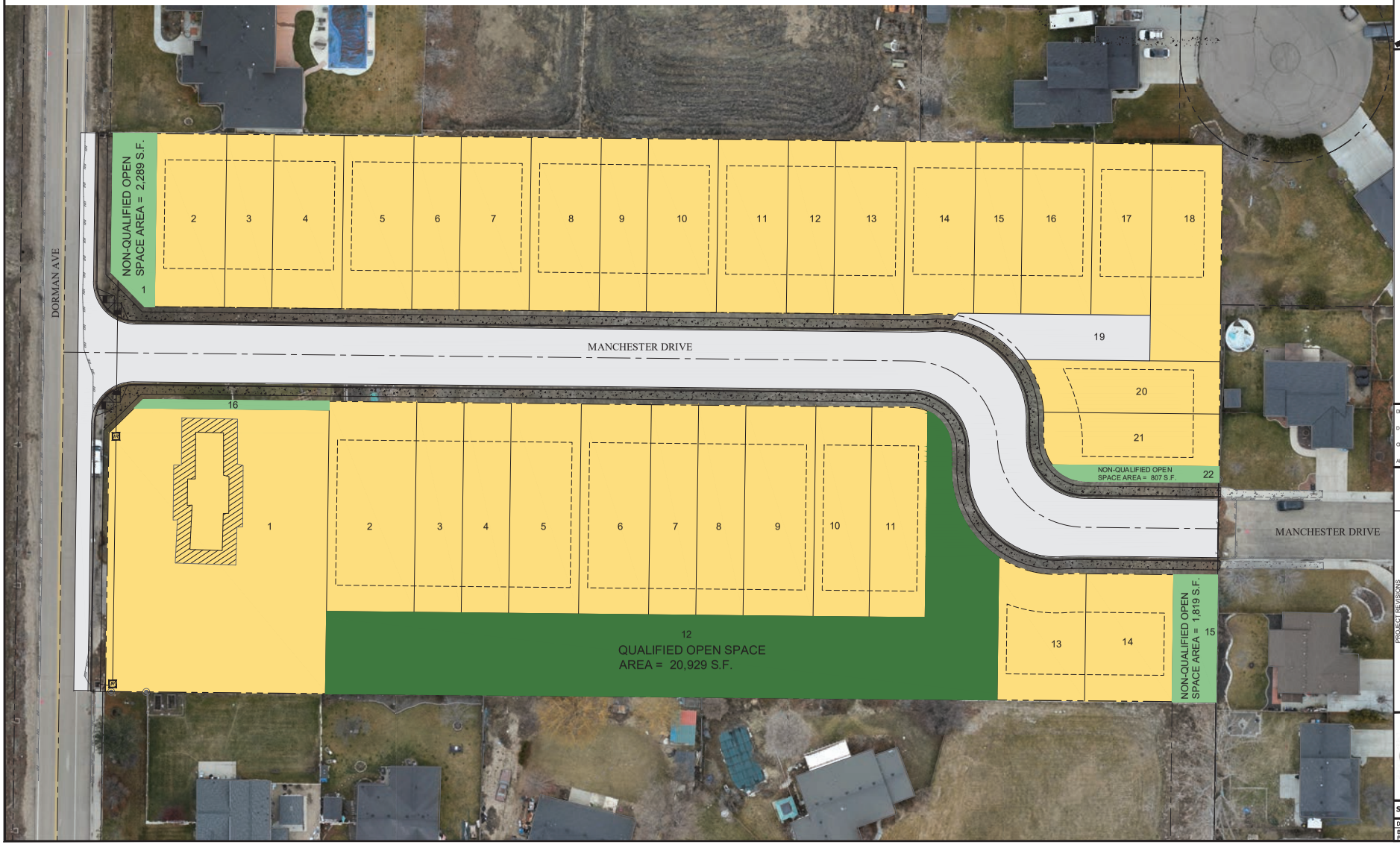
Drawn: MLW	Checked: TTS
Scale: 1"=40'	Job #: 25-5008
Date: 03/04/2025	
Sheet: 1 OF 1	

© 2025 FOCUS Engineering and Surveying, LLC J:\Projects\2025\25-5008\Dwg\25-5008 Topographic Survey.dwg


SUMMIT GROVE SUBDIVISION
LOT DIMENSIONS
RONZE BOW
P.O. BOX 8525
BOISE, ID 83707
JADON@BRONZEBOWLAND.COM
PROJECT REVISIONS
NO. ITEM DATE
E-FILE NAME 25003 - LOT DIMS
DESIGNED JKS
DRAWN JKS
CHECKED KS
APPROVED KS
SHEET 3 OF 5
DATE: MAY 2025
PROJECT NO. 25003
MANCHESTER DRIVE
COMMON DRIVE
DORMAN AVE
EXISTING HOME
26' COMMON DRIVE SECTION
SCALE: NOT TO SCALE
37' TYPICAL STREET SECTION (53' ROW)
SCALE: NOT TO SCALE
DORMAN AVE SECTION (26.5' 1/2 ROW)
SCALE: NOT TO SCALE
SCALE: 1" = 25'


SUMMIT GROVE SUBDIVISION
UTILITIES
RONZE BOW
P.O. BOX 8525
BOISE, ID 83707
JADON@BRONZEBOWLAND.COM
PRELIMINARY PLAT DATA
11-02-02-C-25. SPECIAL DEVELOPMENT AREAS: THERE ARE NO SPECIAL DEVELOPMENT AREAS LOCATED WITHIN THE SUBDIVISION BOUNDARY
11-02-02-C-27. THE SUBDIVISION APPROACH OF MANCHESTER DRIVE TO DORIAN AVENUE IS PROPOSED AS FULL ACCESS.
11-02-02-C-28A. SEWER DISPOSAL: THIS SUBDIVISION WILL BE SERVED BY GRAVITY SEWER THAT WILL TIE INTO THE CITY OF CALDWELL'S SANITARY SEWER SYSTEM. THE CITY OF CALDWELL WILL OWN THE SANITARY SEWER MAINS UPON FINAL ACCEPTANCE.
11-02-02-C-28B. WATER SUPPLY: WATER MAINS WILL BE EXTENDED THROUGH THE SITE TO CONNECT TO THE CALDWELL DOMESTIC WATER SYSTEM. THE CITY OF CALDWELL WILL OWN AND MAINTAIN THE WATER MAINS UPON FINAL ACCEPTANCE.
11-02-02-C-28C. STORMWATER DISPOSAL: STORMWATER DISPOSAL FOR THE STREETS WILL BE ACCOMPLISHED THROUGH THE USE OF SHALLOW INFILTRATION SWALES OR SUBSURFACE SEEPAGE BEDS. ALL DRAINAGE FACILITIES WITHIN THE STREETS WILL BE PUBLIC OWNERSHIP AND MAINTENANCE OF THE STORM SYSTEMS SERVING THE PUBLIC STREETS.
11-02-02-C-28D. IRRIGATION SYSTEM: A PRESSURE IRRIGATION SYSTEM WILL BE INSTALLED FOR THE DEVELOPMENT. IRRIGATION WILL CONNECT TO AN EXISTING SYSTEM, AT THE CITY'S DISCRETION, OTHERWISE A NEW SYSTEM WILL BE PROVIDED. ALL PRESSURE IRRIGATION MAINLINES WILL BE TRANSFERRED TO THE CALDWELL MUNICIPAL IRRIGATION DISTRICT (CMID).
MANCHESTER DRIVE PLAN VIEW
MANCHESTER DRIVE PROFILE
DORIAN AVE
MANCHESTER DRIVE
EXISTING 8in WATER MAIN
EXISTING 8in WATER MAIN
SUBSURFACE INFILTRATION FACILITY (SEEPAGE BED)
REROUTE EXISTING GRAVITY IRRIGATION OUTSIDE OF R.O.W.
REROUTE EXISTING GRAVITY IRRIGATION OUTSIDE OF R.O.W.
EXISTING GRADE AT CENTERLINE
POTENTIAL FUTURE DORIAN AVENUE
HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 4'
SCALE: 1" = 30'
DESIGNED JKS
DRAWN JKS
CHECKED KS
APPROVED KS
PROJECT REVISIONS
NO. ITEM DATE
E-FILE NAME 25003 - UTILITIES
SHEET 4 OF 5
DATE: MAY, 2025
PROJECT NO. 25003

OPEN SPACE				
BLOCK	LOT	AREA (S.F.)	QUALIFIED OR NON-QUALIFIED	PERCENT OF TOTAL SITE
1	1	2,289	NON-QUALIFIED	1.13%
1	22	807	NON-QUALIFIED	0.40%
2	12	20,929	QUALIFIED	10.00%
2	15	1,819	NON-QUALIFIED	0.89%
2	16	544	NON-QUALIFIED	0.26%
TOTAL QUALIFIED OPEN SPACE = 20,292 S.F (10% OF TOTAL SITE AREA)				



BRONZE BOW
P.O. BOX 8525
ROCKFORD, IL 61126
JADON@BRONZEBOWLAND.COM

SUMMIT GROVE SUBDIVISION

OPEN SPACE EXHIBIT

DESIGNED	JKS
DRAWN	JKS
CHECKED	KS
APPROVED	KS

PROJECT REVISIONS

NO.	ITEM	DATE

E-FILE NAME: 25003 - OPEN SPA

PROFESSIONAL ENGINEER LICENSED STATE OF ILLINOIS KEITH A. SCHNEIDER

SHEET 5 OF 5

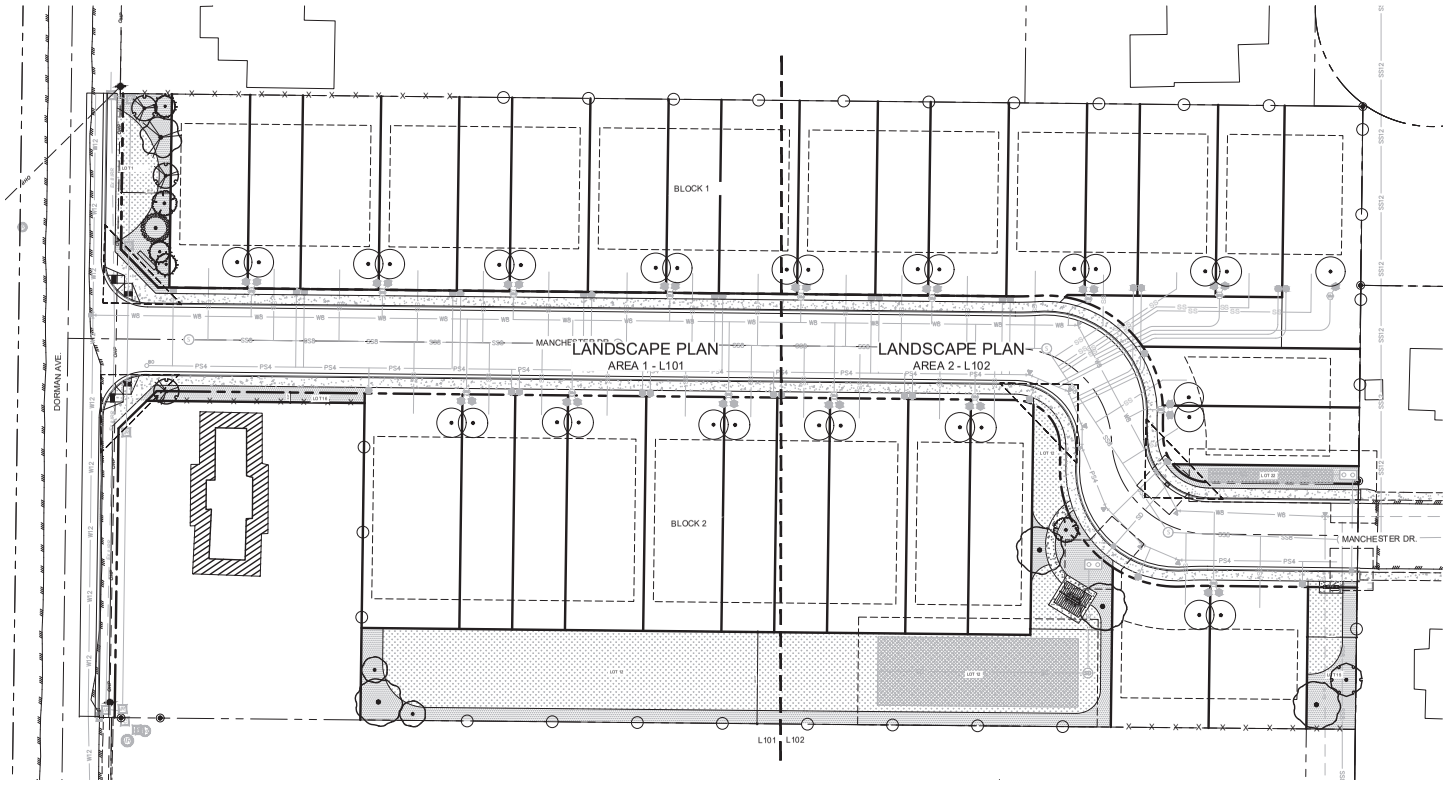
DATE: MAY 2025

BRONZE BOW PROJECT NO: 25003

C:\USERS\JADON\BRONZE BOW DROPBOX\JADON SCHNEIDER\BRONZE BOW LAND\PROJECTS\25003 - SUMMIT GROVE SUBDIVISION\CAD\SHEETS\PREPLAT\25003 - OPEN SPACE (PP).DWG

LANDSCAPE NOTES:

1. REGULATIONS & STANDARDS
   - 1.1. All contractor work shall be conducted in accordance with ISPWC (Idaho Standard Public Works Construction), 2023; and City of Caldwell, ID codes, standards and state and local regulations.
2. EXISTING CONDITIONS
   - 2.1. All utilities shall be located prior to construction and protected. Any damage to structures, utilities or concrete will be replaced at contractor's expense.
   - 2.2. The site has many existing improvements such as underground utilities, curb and gutter, light poles and sidewalks.
   - 2.3. See Civil Engineer's plans for information about existing features; all drainage pipes and locations. Protect and retain drainage at all times.
3. GRADING & SITE PREPARATION
   - 3.1. Prepare finish grades for planting by grubbing and removing weeds. If necessary apply Round-Up (or equivalent herbicide), using a certified applicator. Remove rocks and other materials over 2".
   - 3.2. All gravel overprep to be removed and disposed of off site.
   - 3.3. Finish grade to be smooth transition to allow for entire site to be a natural flowing space.
   - 3.4. Refer to Civil Engineer's plans for grading information & for all drainage pipes and locations. Protect and retain drainage at all times.
   - 3.5. No pooling or standing water will be accepted per industry standards.
4. SOILS
   - 4.1. All planter beds to receive a minimum of 18" depth of screened topsoil. Spread, compact, and fine grade to smooth and uniform grade 2.5" below adjacent surfaces.
   - 4.2. All lawn areas to receive a minimum of 12" depth of screened topsoil. Spread, compact, and fine grade topsoil to a smooth uniform grade 1" below adjacent surfaces.
   - 4.3. Reuse of existing topsoil that has been stockpiled on site is permitted if:
     - 4.3.1. Topsoil is tested and analyzed to ensure a proper growing medium. Provide additional amendments as determined by soil tests. And
     - 4.3.2. Topsoil is to be loose, friable sandy loam that is clean and free of toxic materials, noxious weeds, weed seeds, rocks, grass or other foreign materials.
     - 4.3.3. Topsoil should have a pH of 6.5 to 8.
     - 4.3.4. If on site topsoil does not meet these minimum standards contractor is responsible for providing approved imported topsoil or improving onsite topsoil per the approval of the project manager.
   - 4.4. If imported topsoil is used it must be from a local source and be screened free of any debris or foreign matter. Topsoil must not contain rocks, sticks, lumps, or toxic matter.
   - 4.5. Smooth, compact, and fine grade topsoil in lawn areas to smooth and uniform grade .5" below adjacent surfaces.
   - 4.6. Prepare finish grade of topsoil to elevations set by Civil Engineer's plans with positive drainage away from structures. Refer to Civil Engineer's plans for grading information.
   - 4.7. Amend all new plantings with 2 parts topsoil and 1 part compost.
5. PLANTER BED MULCH
   - 5.1. Planter beds to receive 3" depth shredded walk on bark mulch or approved other by landscape architect.
   - 5.2. Install over commercial grade weed barrier fabric.
   - 5.3. All planter beds shall be shovel edged to create a distinct separation to landscape types.
6. LAWN AREAS
   - 6.1. All lawn areas shall be sodded with tall turf type fescue.
   - 6.2. Sod shall be regionally harvested, laid within 24 hours of harvesting, and laid with tight fitting joints.
7. PLANTS
   - 7.1. All plant material shall be installed per industry standards.
   - 7.2. All plant material shall meet or exceed the minimum federal standards as regulated by ANSI z60.1, American Standard for Nursery Stock. Plants not meeting these standards for quality, or plants determined to be unhealthy by Owner's representative, will be rejected.
   - 7.3. All trees and shrubs to be installed per details.
   - 7.4. Fertilize all trees and shrubs with 'Agriform' planting tablets or approved equal. Apply per manufacturer's recommendations.
   - 7.5. All plants shall adhere to plant schedule, species & sizes. Any necessary substitutions due to availability or alternatives shall be coordinated to the landscape architect via submittal.
8. IRRIGATION
   - 8.1. Irrigation system shall be built to the following specifications:
   - 8.2. Adhere to city codes when connecting to city water.
   - 8.3. All irrigation material to be new with manufacturers' warranty fully intact.
   - 8.4. Install outdoor rated controller in specified location on plan. Coordinate with project manager on exact location.
   - 8.5. Controller to include On/Off rain switch or other rain shut off device that does not alter program.
   - 8.6. Irrigation system piping in landscape areas to be minimum schedule 40 PVC or approved equal, sleeves to be double the size of pipes located within, all wires to be contained in separate sleeves 1-1/2" dia min.
   - 8.7. Coordinate all sleeving & pipe runs with owner (Local Construct) & Builder before installing.
   - 8.8. Use common trenching where possible.
   - 8.9. All wires to be 18 gauge direct, bury wire at a minimum of 12" below finished grade. Size wire for correct voltage loss.
   - 8.10. Supply a minimum of (2) spare wires to furthest valves from controller in all directions.
   - 8.11. Flow control device to be included on all remote control valves, including master control valve.
   - 8.12. Connect mainline to point of connection in approximate location shown on plan.
   - 8.13. Provide ¾" winterization port in location near POC. Winterization port to be located inside of its own standard valve box.
   - 8.14. Contractor is responsible complying with all codes and paying all permits necessary.
   - 8.15. Sprinkler heads shall have matched precipitation within each control circuit. Velocities shall not exceed 5 feet per second.
   - 8.16. Locate irrigation materials in planters when possible and screen with vegetation when possible.
9. CONTRACTOR RESPONSIBILITIES
   - 9.1. Estimated quantities are shown for general reference only. Contractor shall be responsible for all quantity estimates.
   - 9.2. All plant material and workmanship shall be guaranteed for a period of one year beginning at the date of Substantial Completion. Replace all dead or unhealthy plant material immediately with same type and size at no cost to Owner.
   - 9.3. Landscape contractor to turn in as built drawings at the end of project. Substantial Completion will not be granted until 2 copies @ 1" = 20' scale are turned in and approved by Owner's Representative.
10. In the event of a discrepancy, notify the Architect.



NORTH

SCALE: 1" = 30'

0 30 60 90 feet

LANDSCAPE REQUIREMENTS:

CODE REQUIREMENTS PER CALDWELL, ID 2025

PATHWAY LANDSCAPING STANDARDS:

- NEIGHBORHOOD PATHWAY 5' MIN: 25 SHRUBS/100 LF, NO EVERGREENS, CLASS I AND II TREES 1/40LF.

NEIGHBORHOOD PATHWAY	TREES/SHRUBS REQUIRED	TREES/SHRUBS PROVIDED
LOT 12 BLOCK 2 - 43'	1/11	9/11+ (TBD)

STREET BUFFER:

- LOCAL: MINIMUM 10' BUFFER WIDTH.
- ENTRANCE BUFFERS: MINIMUM 15' BUFFER WIDTH.
- MINIMUM (1) CLASS II TREE PER 35 LINEAL FEET OR (1) CLASS I TREE PER 25', CLASS III ARE PROHIBITED IN STREET BUFFERS.
- MINIMUM (1) SHRUB PER 4 LINEAL FEET.
- TURF - 20% MIN, NOT TO EXCEED 50%

BUFFER - LENGTH MINUS CURB CUTS (LF)	TREES/SHRUBS REQUIRED	TREES/SHRUBS PROVIDED
DORMAN AVE. (LOCAL) - 285	8/72	8/72+ (TBD)
** LAWN SQ.FT: 1,085 = 41%		
** PLANTER BED SQ.FT: 1,534		

NOTE: ALL SQUARE FOOTAGES ARE APPROXIMATE.

COMMON OPEN SPACE:

- (1) TREE PER EVERY 5,000 SQUARE FEET OF AREA SHALL BE REQUIRED. AT LEAST 50% OF THE REQUIRED TREES SHALL BE CLASS II OR CLASS III TREES TO SUPPLY SHADE FOR USERS.

OPEN SPACE- SQUARE FOOTAGE (SQ.FT.)	TREES REQUIRED	TREES PROVIDED
LOT 16 BLOCK 2 - 893 SQ.FT.	1	1
LOT 12 BLOCK 2 - 21,225 SQ.FT.	5	5
LOT 15 BLOCK 2 - 1,877 SQ.FT.	1	2 * ALT. COMPLIANCE LOT 22/BLK 1
LOT 22 BLOCK 1 - 1,102 SQ.FT.	1	0 * DUE TO SEEPAGE BED

MINIMUM PLANT SIZES:

PLANT TYPE:	MINIMUM SIZE
EVERGREEN TREES:	6' HT. MIN.
ORNAMENTAL TREES:	2" CALIPER MIN.
SHADE TREES:	2" CALIPER MIN.
SHRUBS/PERENNIALS:	10' SPREAD MIN. DEPENDING ON PLANT SPECIES

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NOT FOR CONSTRUCTION

SUMMIT GROVE SUBDIVISION

2615 DORMAN AVE., CALDWELL, ID 83605

Revision No:	Date:	Desc:
Date:	09.08.2025	
Drawn By:	EV	

Drawing Title:

LANDSCAPE PLAN - OVERALL

Drawing No:

L100

LANDSCAPE MATERIALS LEGEND:

SOD LAWN - SEE NOTE 5/L100

CONCRETE PAVING, NATURAL GREY. SEE CIVIL FOR DETAIL

6' VINYL PRIVACY FENCE, WHITE PANELS SEE DETAIL 6/L150. CONTRACTOR TO VERIFY EXISTING WHITE VINYL AND DETERMINE WHERE NEW/REPLACED FENCE IS NEEDED.

6' VINYL PRIVACY FENCE, TO REMAIN IN PLACE.

PLANT PALETTE:

SYM	COMMON NAME	SYM	COMMON NAME

SHADE/STREET TREES (CLASS II)

EUROPEAN HORNBEAM
HONEY LOCUST
AUTUMN PURPLE ASH
HERITAGE BIRCH

EVERGREEN TREES

BLACK HILLS SPRUCE
LAYERED BLUE SPRUCE
GOLDEN DEODAR CEDAR

ORNAMENTAL TREES (CLASS I)

ROBIN HILL
SERVICEBERRY
THUNDERCLOUD PLUM
PRAIRIE FIRE CRABAPPLE

SHRUBS/ORNAMENTAL GRASSES/PERENNIALS

BLACK EYED SUSAN
GLOBE BLUE SPRUCE
MUGO PINE
KARL FOERSTER REED GRASS
DOGWOOD, SPP.
BURNING BUSH
LAVENDER, SPP.
BOXWOOD, SPP.
JUNIPER, SPP.
MANZANITA, SPP.
CHOKEBERRY
BARBERRY
ZAGREB COREOPSIS
SPIRAEA, SPP.
BUTTERFLY BUSH, SPP.
CAROL MACKIE DAPHNE
FINE LINE BUCKTHORN
ROSE, SPP.
GOLD TIDE FORSYTHIA
NINEBARK, SPP.
FOUNTAIN GRASS, SPP.
MAIDEN GRASS, SPP.
BLANKET FLOWER, SPP.
RUSSIAN SAGE
HUMMINGBIRD MINT, SPP.
LAUREL, SPP.
NEST SPRUCE
GRO-LOW SUMAC

LOT TREES

LOT TREE - SHOWN FOR REFERENCE ONLY, EXACT PLACEMENT TBD
LOT TREE TO BE ANY LISTED BELOW:

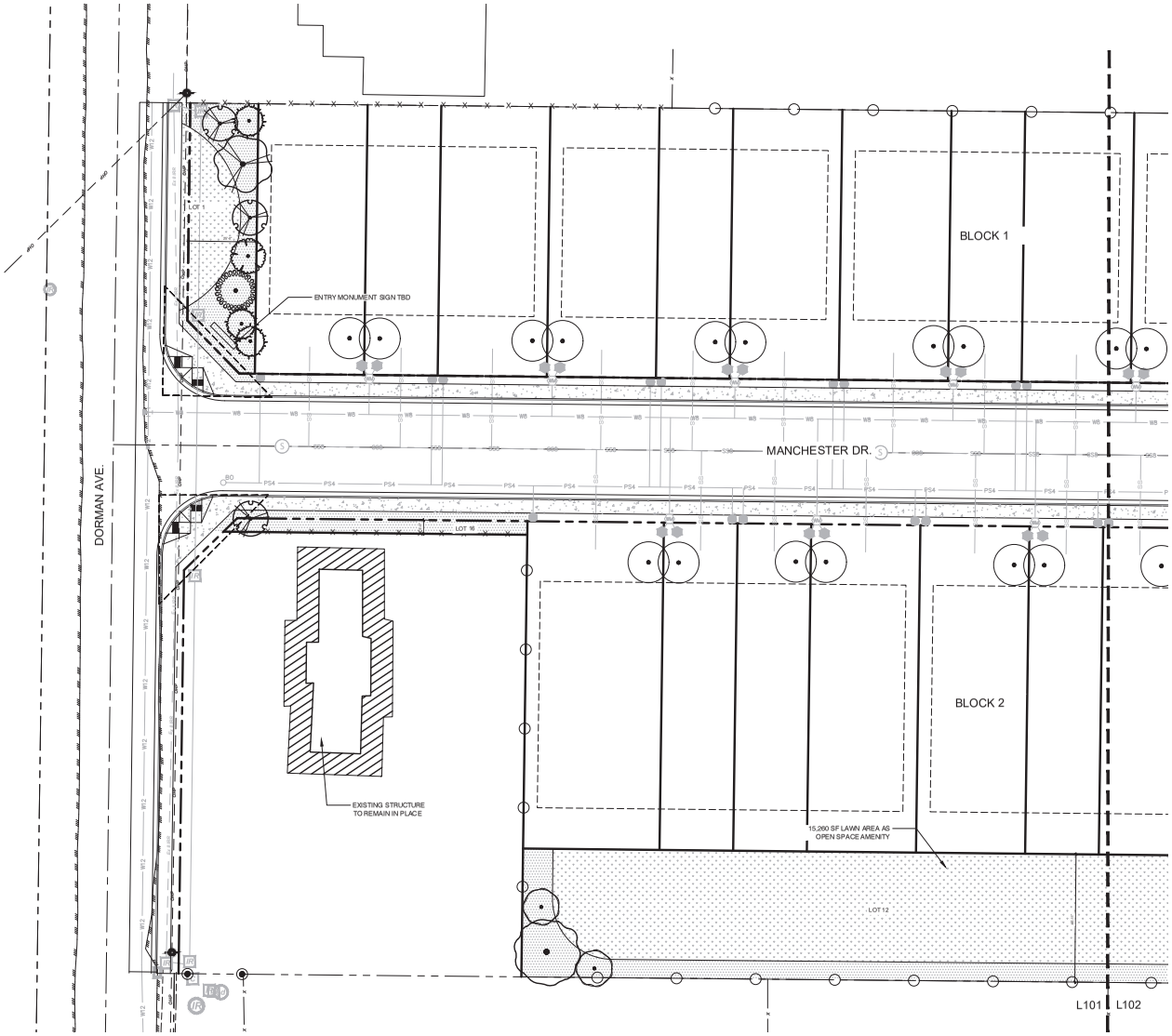
- PYRUS CALLERYANA 'REDSPIRE' - REDSPIRE CALLERY PEAR
- QUERCUS ROBUR X ALBA - OAK HYBRIDS 'COLUMNAR'
- LIRIODENDRON TULIPIFERA 'FASTIGIATUM' - COLUMNAR TULIP TREE
- GINKGO BILBOA - MAIDENHAIR TREE
- CARPINUS BETULUS 'FRANS FONTAINE' - FRANS FONTAINE EUROPEAN HORNBEAM

NOTES:

**ALL PARKWAY LANDSCAPING AND LANDSCAPE AROUND BUILDING ENVELOPES INCLUDING TREES, LAWNS, IRRIGATION, AND CONCRETE APRONS TBD.

**FENCING:
-6' CLOSED VISION PRIVACY FENCE AT ALL PERIMETER LOCATIONS, BETWEEN LOTS AND ARTERIALS/COLLECTOR STREETS, AND BLOCK ENDS

**FINAL PLACEMENT OF TREES ARE DEPENDENT ON FINAL PLACEMENTS OF SEEPAGE BEDS/DRAINAGE BASINS



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SUMMIT GROVE SUBDIVISION

2615 DORMAN AVE., CALDWELL, ID 83605

Revision No:	Date:	Desc:

Date:	09.08.2025
Drawn By:	EV

Drawing Title:

LANDSCAPE PLAN - AREA 1

Drawing No:

L101

LANDSCAPE MATERIALS LEGEND:

SOD LAWN - SEE NOTE 5/L100

6' VINYL PRIVACY FENCE, WHITE PANELS SEE DETAIL 6/L150. CONTRACTOR TO VERIFY EXISTING WHITE VINYL AND DETERMINE WHERE NEW/REPLACED FENCE IS NEEDED.

CONCRETE PAVING, NATURAL GREY. SEE CIVIL FOR DETAIL

6' VINYL PRIVACY FENCE, TO REMAIN IN PLACE.

PLANT PALETTE:

SYM	COMMON NAME	SYM	COMMON NAME

SHADE/STREET TREES (CLASS II)

EUROPEAN HORNBEAM
HONEY LOCUST
AUTUMN PURPLE ASH
HERITAGE BIRCH

EVERGREEN TREES

BLACK HILLS SPRUCE
LAYERED BLUE SPRUCE
GOLDEN DEODAR CEDAR

ORNAMENTAL TREES (CLASS I)

ROBIN HILL
SERVICEBERRY
THUNDERCLOUD PLUM
PRAIRIE FIRE CRABAPPLE

SHRUBS/ORNAMENTAL GRASSES/PERENNIALS

BLACK EYED SUSAN
GLOBE BLUE SPRUCE
MUGO PINE
KARL FOERSTER REED GRASS
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BURNING BUSH
LAVENDER, SPP.
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JUNIPER, SPP.
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CHOKEBERRY
BARBERRY
ZAGREB COREOPSIS
SPIRAEA, SPP.
BUTTERFLY BUSH, SPP.
CAROL MACKIE DAPHNE
FINE LINE BUCKTHORN ROSE, SPP.
GOLD TIDE FORSYTHIA
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FOUNTAIN GRASS, SPP.
MAIDEN GRASS, SPP.
BLANKET FLOWER, SPP.
RUSSIAN SAGE
HUMMINGBIRD MINT, SPP.
LAUREL, SPP.
NEST SPRUCE
GRO-LOW SUMAC

LOT TREES

LOT TREE - SHOWN FOR REFERENCE ONLY, EXACT PLACEMENT TBD
LOT TREE TO BE ANY LISTED BELOW:

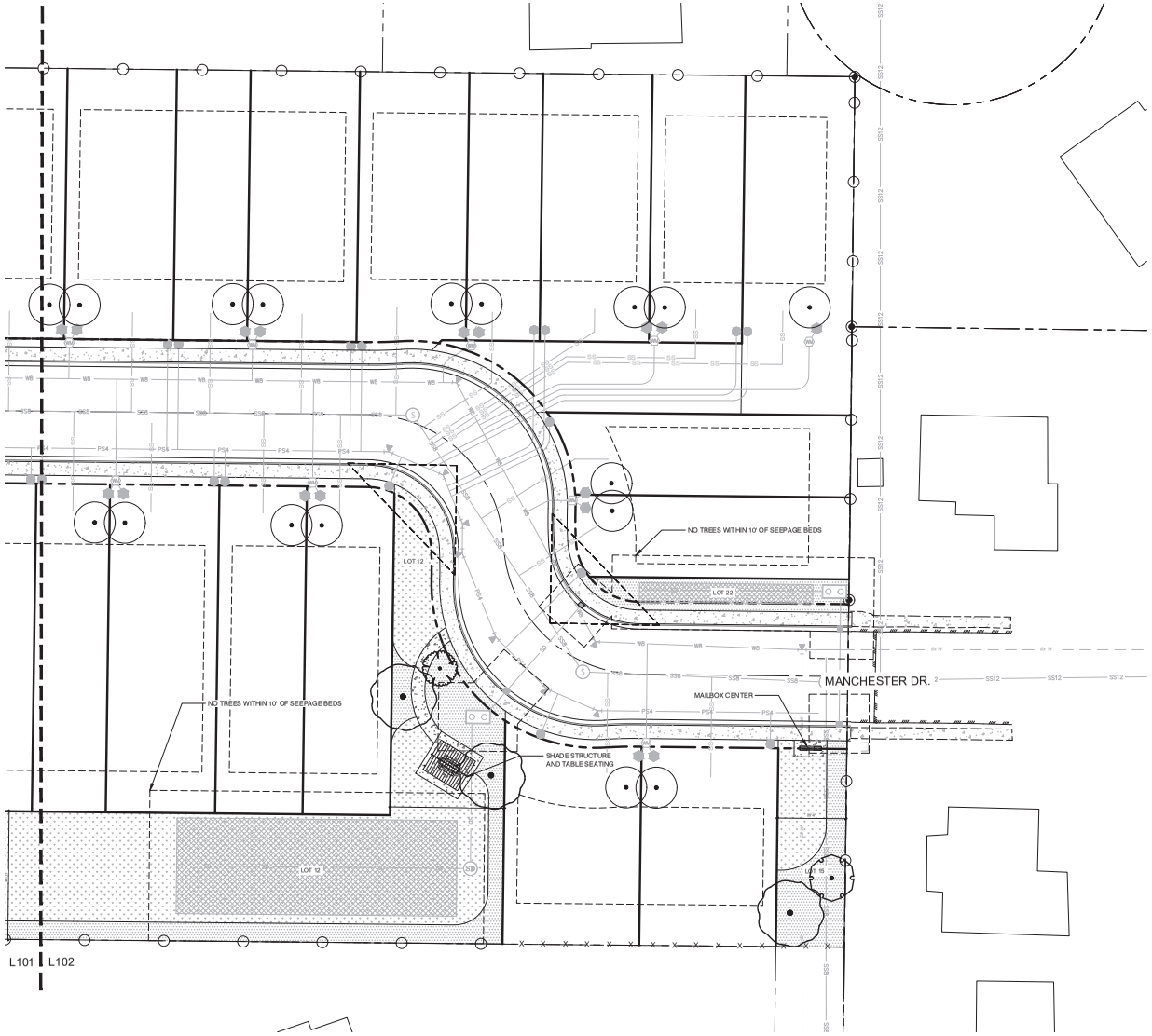
- PYRUS CALLERYANA 'REDSPIRE' - REDSPIRE CALLERY PEAR
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NOTES:

**ALL PARKWAY LANDSCAPING AND LANDSCAPE AROUND BUILDING ENVELOPES INCLUDING TREES, LAWNS, IRRIGATION, AND CONCRETE APRONS TBD.

**FENCING:
-6' CLOSED VISION PRIVACY FENCE AT ALL PERIMETER LOCATIONS, BETWEEN LOTS AND ARTERIALS/COLLECTOR STREETS, AND BLOCK ENDS

**FINAL PLACEMENT OF TREES ARE DEPENDENT ON FINAL PLACEMENTS OF SEEPAGE BEDS/DRAINAGE BASINS



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SUMMIT GROVE SUBDIVISION

2615 DORMAN AVE., CALDWELL, ID 83605

Revision No:	Date:	Desc:

Date:	09.08.2025
Drawn By:	EV

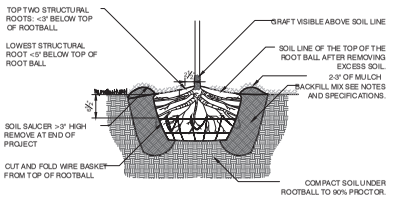
Drawing Title:

LANDSCAPE PLAN - AREA 2

Drawing No:

L102

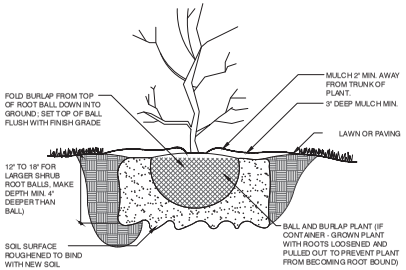
NOTES:
1. DO NOT DAMAGE OR CUT LEADER
2. DO NOT DISTURB ROOT OR DAMAGE ROOT BALL WHEN INSTALLING TREE OR TREE STAKES.
3. TREE STAKING SHALL BE AT THE DISCRETION OF CONTRACTOR. HOWEVER ANY TREES DISTURBED FROM PLUMB DURING THE PLANT WARRANTEE PERIOD WILL BE REPAIRED OR REPLACED AT CONTRACTOR'S EXPENSE.
4. WATER PLANTS THOROUGHLY IMMEDIATELY AFTER INSTILLATION.
5. REMOVE ALL BURLAP, TWINE, ROPE, OR MATERIAL FROM THE TOP ⅓ OF THE ROOTBALL.
6. 5' DIAMETER PLANTER BED/MULCH RING AROUND THE TRUNK OF THE TREE. 3" OF MULCH MIN. DO NOT PLACE MULCH WITHIN 2" OF TRUNK OF TREE.



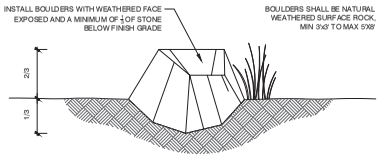
1 BALL & BURLAP TREE PLANTING
3/4" = 1'-0" 3293-01

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

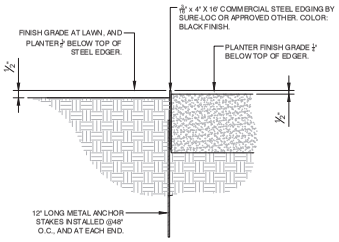
BACKFILL SHALL BE 100% TOPSOIL. WATER SETTLE ALL PLANTINGS TO ENSURE PLANT ROOTBALL MAINTAINS ½" HEIGHT ABOVE EXISTING SOILS WHEN COMPLETE.



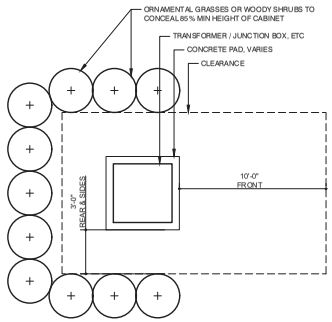
2 SHRUB PLANTING
1" = 1'-0" 329333-03



3 LANDSCAPE BOULDER PLACEMENT (TYP)
1" = 1'-0" DETAIL-FILE

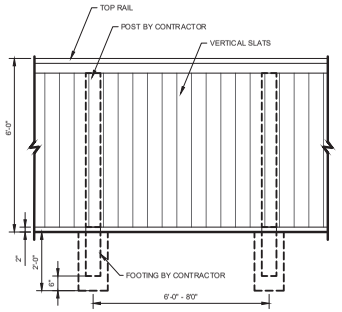


4 STEEL LANDSCAPE EDGING
3" = 1'-0"



5 TRANSFORMER SCREENING
1/4" = 1'-0" 32 9339-01

NOTE:
*POSTS, CONNECTIONS, SLATS & FOOTINGS BY CONTRACTOR



6 6` CLOSED VISION FENCE
1/2" = 1'-0" 323107-02

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NOT FOR CONSTRUCTION

SUMMIT GROVE SUBDIVISION

2615 DORMAN AVE., CALDWELL, ID 83605

Revision No:	Date:	Desc:
Date:	09.08.2025	
Drawn By:	EV	

Drawing Title:

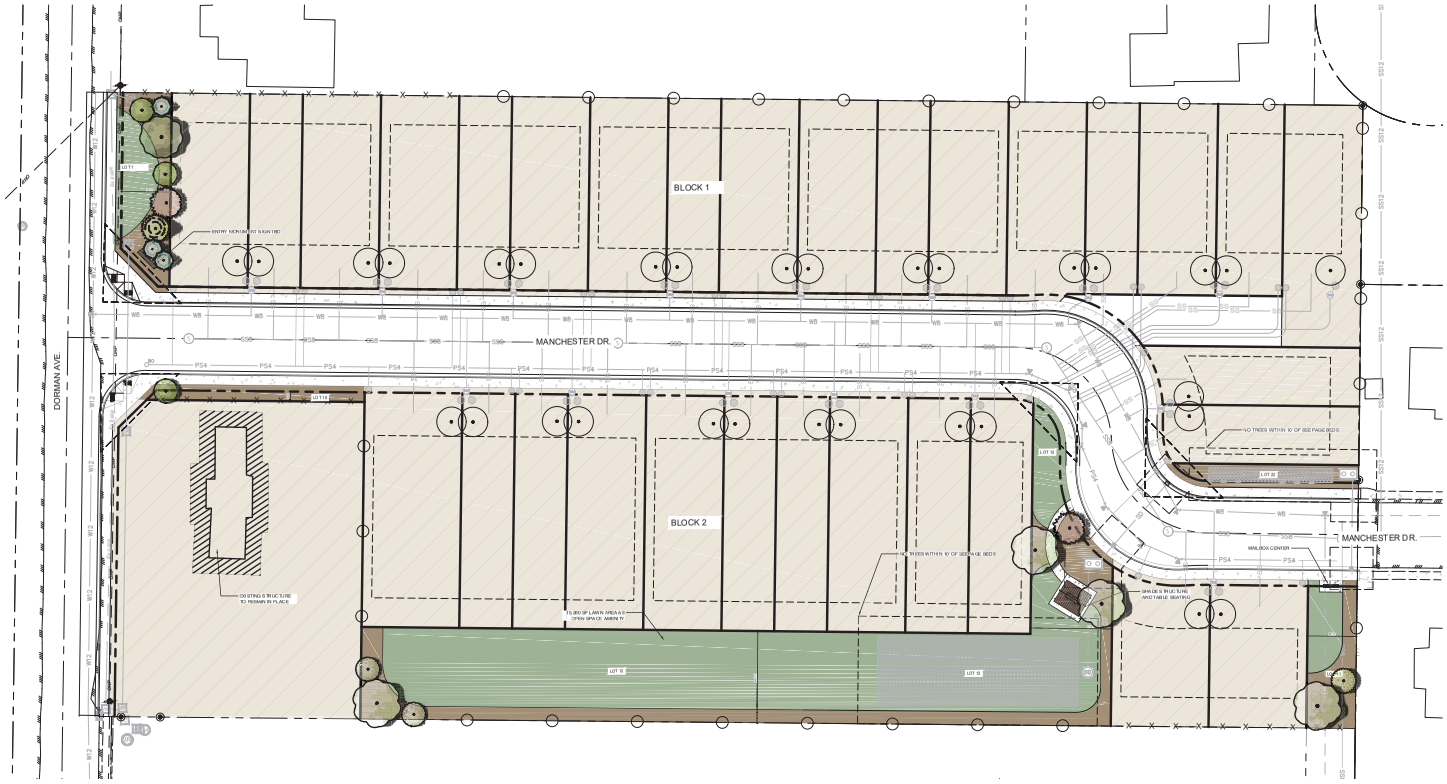
LANDSCAPE DETAILS

Drawing No:

L150

LANDSCAPE NOTES:

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     - 4.3.2. Topsoil is to be loose, friable sandy loam that is clean and free of toxic materials, noxious weeds, weed seeds, rocks, grass or other foreign materials.
     - 4.3.3. Topsoil should have a pH of 6.5 to 8.
     - 4.3.4. If on site topsoil does not meet these minimum standards contractor is responsible for providing approved imported topsoil or improving onsite topsoil per the approval of the project manager.
   - 4.4. If imported topsoil is used it must be from a local source and be screened free of any debris or foreign matter. Topsoil must not contain rocks, sticks, lumps, or toxic matter.
   - 4.5. Smooth, compact, and fine grade topsoil in lawn areas to smooth and uniform grade .5" below adjacent surfaces.
   - 4.6. Prepare finish grade of topsoil to elevations set by Civil Engineer's plans with positive drainage away from structures. Refer to Civil Engineer's plans for grading information.
   - 4.7. Amend all new plantings with 2 parts topsoil and 1 part compost.
5. PLANTER BED MULCH
   - 5.1. Planter beds to receive 3" depth shredded walk on bark mulch or approved other by landscape architect.
   - 5.2. Install over commercial grade weed barrier fabric.
   - 5.3. All planter beds shall be shovel edged to create a distinct separation to landscape types.
6. LAWN AREAS
   - 6.1. All lawn areas shall be sodded with tall turf type fescue.
   - 6.2. Sod shall be regionally harvested, laid within 24 hours of harvesting, and laid with tight fitting joints.
7. PLANTS
   - 7.1. All plant material shall be installed per industry standards.
   - 7.2. All plant material shall meet or exceed the minimum federal standards as regulated by ANSI z60.1, American Standard for Nursery Stock. Plants not meeting these standards for quality, or plants determined to be unhealthy by Owner's representative, will be rejected.
   - 7.3. All trees and shrubs to be installed per details.
   - 7.4. Fertilize all trees and shrubs with 'Agriform' planting tablets or approved equal. Apply per manufacturer's recommendations.
   - 7.5. All plants shall adhere to plant schedule, species & sizes. Any necessary substitutions due to availability or alternatives shall be coordinated to the landscape architect via submittal.
8. IRRIGATION
   - 8.1. Irrigation system shall be built to the following specifications:
   - 8.2. Adhere to city codes when connecting to city water.
   - 8.3. All irrigation material to be new with manufacturers' warranty fully intact.
   - 8.4. Install outdoor rated controller in specified location on plan. Coordinate with project manager on exact location.
   - 8.5. Controller to include On/Off rain switch or other rain shut off device that does not alter program.
   - 8.6. Irrigation system piping in landscape areas to be minimum schedule 40 PVC or approved equal, sleeves to be double the size of pipes located within, all wires to be contained in separate sleeves 1-1/2" dia min.
   - 8.7. Coordinate all sleeving & pipe runs with owner (Local Construct) & Builder before installing.
   - 8.8. Use common trenching where possible.
   - 8.9. All wires to be 18 gauge direct, bury wire at a minimum of 12" below finished grade. Size wire for correct voltage loss.
   - 8.10. Supply a minimum of (2) spare wires to furthest valves from controller in all directions.
   - 8.11. Flow control device to be included on all remote control valves, including master control valve.
   - 8.12. Connect mainline to point of connection in approximate location shown on plan.
   - 8.13. Provide ¾" winterization port in location near POC. Winterization port to be located inside of its own standard valve box.
   - 8.14. Contractor is responsible complying with all codes and paying all permits necessary.
   - 8.15. Sprinkler heads shall have matched precipitation within each control circuit. Velocities shall not exceed 5 feet per second.
   - 8.16. Locate irrigation materials in planters when possible and screen with vegetation when possible.
9. CONTRACTOR RESPONSIBILITIES
   - 9.1. Estimated quantities are shown for general reference only. Contractor shall be responsible for all quantity estimates.
   - 9.2. All plant material and workmanship shall be guaranteed for a period of one year beginning at the date of Substantial Completion. Replace all dead or unhealthy plant material immediately with same type and size at no cost to Owner.
   - 9.3. Landscape contractor to turn in as built drawings at the end of project. Substantial Completion will not be granted until 2 copies @ 1" = 20' scale are turned in and approved by Owner's Representative.
10. In the event of a discrepancy, notify the Architect.



LANDSCAPE REQUIREMENTS:

CODE REQUIREMENTS PER CALDWELL, ID 2025

PATHWAY LANDSCAPING STANDARDS:

- NEIGHBORHOOD PATHWAY 5' MIN: 25 SHRUBS/100 LF, NO EVERGREENS, CLASS I AND II TREES 1/40LF.

NEIGHBORHOOD PATHWAY	TREES/SHRUBS REQUIRED	TREES/SHRUBS PROVIDED
LOT 12 BLOCK 2 - 43'	1/11	9/11+ (TBD)

STREET BUFFER:

- LOCAL: MINIMUM 10' BUFFER WIDTH.
- ENTRANCE BUFFERS: MINIMUM 15' BUFFER WIDTH.
- MINIMUM (1) CLASS II TREE PER 35 LINEAL FEET OR (1) CLASS I TREE PER 25', CLASS III ARE PROHIBITED IN STREET BUFFERS.
- MINIMUM (1) SHRUB PER 4 LINEAL FEET.
- TURF - 20% MIN, NOT TO EXCEED 50%

BUFFER - LENGTH MINUS CURB CUTS (LF)	TREES/SHRUBS REQUIRED	TREES/SHRUBS PROVIDED
DORMAN AVE. (LOCAL) - 285	8/72	8/72+ (TBD)
** LAWN SQ.FT: 1,085 = 41%		
** PLANTER BED SQ.FT: 1,534		

NOTE: ALL SQUARE FOOTAGES ARE APPROXIMATE.

COMMON OPEN SPACE:

- (1) TREE PER EVERY 5,000 SQUARE FEET OF AREA SHALL BE REQUIRED, AT LEAST 50% OF THE REQUIRED TREES SHALL BE CLASS II OR CLASS III TREES TO SUPPLY SHADE FOR USERS.

OPEN SPACE- SQUARE FOOTAGE (SQ.FT.)	TREES REQUIRED	TREES PROVIDED
LOT 16 BLOCK 2 - 893 SQ.FT.	1	1
LOT 12 BLOCK 2 - 21,225 SQ.FT.	5	5
LOT 15 BLOCK 2 - 1,877 SQ.FT.	1	2 * ALT. COMPLIANCE LOT 22/BLK 1
LOT 22 BLOCK 1 - 1,102 SQ.FT.	1	0 * DUE TO SEEPAGE BED

MINIMUM PLANT SIZES:

PLANT TYPE:	MINIMUM SIZE
EVERGREEN TREES:	6' HT. MIN.
ORNAMENTAL TREES:	2" CALIPER MIN.
SHADE TREES:	2" CALIPER MIN.
SHRUBS/PERENNIALS:	10' SPREAD MIN. DEPENDING ON PLANT SPECIES

PLANT PALETTE:

SYM	COMMON NAME	SYM	COMMON NAME

SHADE/STREET TREES (CLASS II)

EUROPEAN HORNBEAM
HONEY LOCUST
AUTUMN PURPLE ASH
HERITAGE BIRCH

EVERGREEN TREES

BLACK HILLS SPRUCE
LAYERED BLUE SPRUCE
GOLDEN DEODAR CEDAR

ORNAMENTAL TREES (CLASS I)

ROBIN HILL SERVICEBERRY
THUNDERCLOUD PLUM
PRAIRIE FIRE CRABAPPLE

SHRUBS/ORNAMENTAL GRASSES/PERENNIALS

BLACK EYED SUSAN
GLOBE BLUE SPRUCE
MUGO PINE
KARL FOERSTER REED GRASS
DOGWOOD, SPP.
BURNING BUSH
LAVENDER, SPP.
BOXWOOD, SPP.
JUNIPER, SPP.
MANZANITA, SPP.
CHOKEBERRY
BARBERRY
ZAGREB COREOPSIS
SPIRAEA, SPP.
BUTTERFLY BUSH, SPP.
CAROL MACKIE
DAPHNE
FINE LINE BUCKTHORN
ROSE, SPP.
GOLD TIDE FORSYTHIA
NINEBARK, SPP.
FOUNTAIN GRASS, SPP.
MAIDEN GRASS, SPP.
BLANKET FLOWER, SPP.
RUSSIAN SAGE
HUMMINGBIRD MINT, SPP.
LAUREL, SPP.
NEST SPRUCE
GRO-LOW SUMAC

LOT TREES

LOT TREE - SHOWN FOR REFERENCE ONLY, EXACT PLACEMENT TBD
LOT TREE TO BE ANY LISTED BELOW:

- PYRUS CALLERYANA 'REDSPIRE' - REDSPIRE CALLERY PEAR
- QUERCUS ROBUR X ALBA - OAK HYBRIDS 'COLUMNAR'
- LIRIODENDRON TULIPIFERA 'FASTIGATUM' - COLUMNAR TULIP TREE
- GINKGO BILBOA - MAIDENHAIR TREE
- CARPINUS BETULUS 'FRANS FONTAINE' - FRANS FONTAINE EUROPEAN HORNBEAM

NORTH

0 30 60 90 feet

SCALE: 1" = 30'

LANDSCAPE MATERIALS LEGEND:

SOD LAWN - SEE NOTE 5/L100

CONCRETE PAVING, NATURAL GREY. SEE CIVIL FOR DETAIL

6' VINYL PRIVACY FENCE, WHITE PANELS SEE DETAIL 6/L150. CONTRACTOR TO VERIFY EXISTING WHITE VINYL AND DETERMINE WHERE NEW/REPLACED FENCE IS NEEDED.

6' VINYL PRIVACY FENCE, TO REMAIN IN PLACE.

EMILY VOGES
Landscape Architect
emily.voges@gmail.com
818.983.3347

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STATE OF IDAHO · EMILY M VOGES · LA-15805 · 08.04.25 · LICENSED LANDSCAPE ARCHITECT

NOT FOR CONSTRUCTION

SUMMIT GROVE SUBDIVISION

2615 DORMAN AVE., CALDWELL, ID 83605

Revision No:	Date:	Desc:
Date:	09.08.2025	
Drawn By:	EV	

Drawing Title:

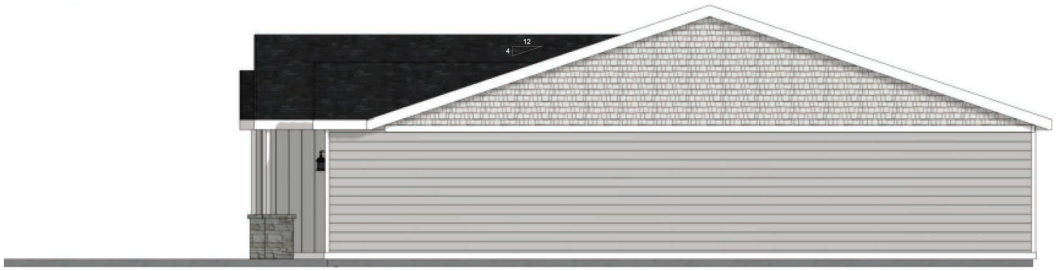
LANDSCAPE PLAN - OVERALL

Drawing No:

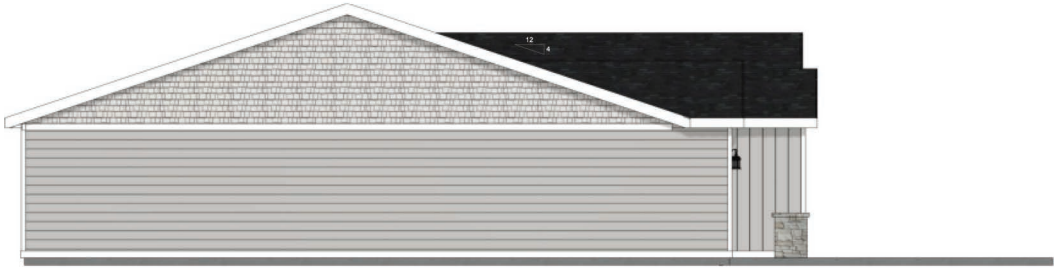
L100



FRONT ELEVATION
SCALE: 1/4" = 1'-0"



RIGHT ELEVATION
SCALE: 1/4" = 1'-0"



LEFT ELEVATION
SCALE: 1/4" = 1'-0"



REAR ELEVATION
SCALE: 1/4" = 1'-0"

EXTERIOR NOTES:

1. ALLOW 1 SQUARE FOOT OF VENTILATION AREA FOR EVERY 300 SQ FT OF VENTILATED SPACE.
2. MIN MASONITE SOFFIT BOARD AT ALL SOFFITS.
3. ROOF VENTS 1:300 PER R806.2 TYPICAL TO REAR OF RIDGELINE. MINIMUM OF 38 SQ IN. NET FREE AREA OF EACH.
4. GABLE END VENT MINIMUM 118 SQ IN NET FREE AREA
5. PROVIDE 8" x 16" SCREENED SOFFIT VENTS OR 2" CONTINUOUS VENTING AS PREFERRED PER R806.2
6. VERIFY ALL MATERIALS AND ROOF PITCHES SHOWN IN THESE DRAWINGS WITH SUBDIVISION CC&RS PRIOR TO CONSTRUCTION.
7. DO NOT SCALE ELEVATIONS. VERIFY ALL UNKNOWN DIMENSIONS WITH BUILDER OR DESIGNER PRIOR TO CONSTRUCTION.
8. INSTALL ALL EXTERIOR FINISHES PER MANUFACTURES SPECIFICATIONS.
9. INSTALL SIDING AND BATTENS PER SEC. 703.5

MEMBER
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1334 E. STATE STREET - EAGLE, ID 83616
(208) 887-1751

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of design, plans and specifications

SI CONSTRUCTION

PROJECT:
Summit Grove Subdivision
2-unit Townhome

PLAN CONFORMS
TO CURRENT
PRESCRIPTIVE CODE

PRELIMINARY DRAWINGS	
REV 1	7/10/25
REV 2	7/30/25
REV 3	8/15/25

CONTRACTOR TO REVIEW DRAWINGS PRIOR TO BIDDING AND CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE DRAFTER/DESIGNER FOR CORRECTION.

FINAL DRAWINGS

CURRENT REVISION: 3

DESIGNER: *A. HRAP*
DRAFTSMAN: *J. MAPLAY*
CHECKED BY: —

DRAWING:
ELEVATIONS
7

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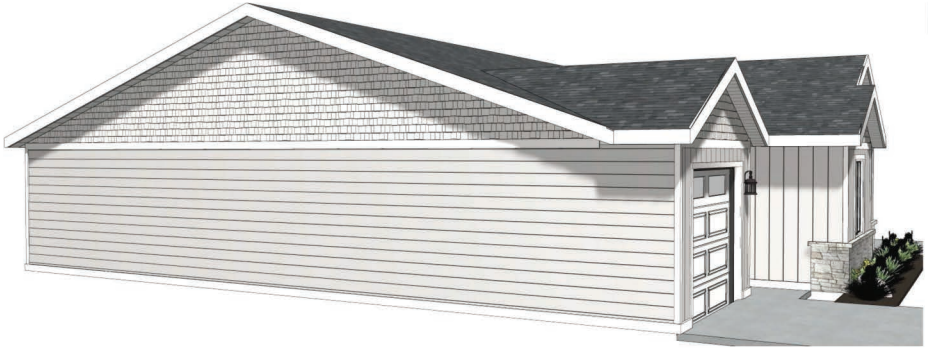


FRONT ELEVATION



RIGHT ELEVATION

SCALE : 1/4" = 1'-0" (FULL SIZE PLANS)



LEFT ELEVATION

SCALE : 1/4" = 1'-0" (FULL SIZE PLANS)



REAR ELEVATION

SCALE : 1/4" = 1'-0" (FULL SIZE PLANS)

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FINAL DRAWINGS

CURRENT REVISION: 3

DESIGNER: *A. MIAP*
DRAFTSMAN: *J. MARIAN*
CHECKED BY: ——

DRAWING:
3D VIEWS
8

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RIGHT ELEVATION
SCALE: 1/4" = 1'-0"

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LEFT ELEVATION
SCALE: 1/4" = 1'-0"



REAR ELEVATION
SCALE: 1/4" = 1'-0"

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SI CONSTRUCTION

PROJECT:
Summit Grove Subdivision
3-unit Townhome

PLAN CONFORMS TO CURRENT PRESCRIPTIVE CODE

PRELIMINARY DRAWINGS	
REV 1	7/1/25
REV 2	7/30/25
REV 3	9/16/25

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FINAL DRAWINGS

SUBDIVISION:	3
DESIGNER:	A. HRAP
DRAFTSMAN:	J. MORAN
CHECKED BY:	—

DRAWING:
ELEVATIONS
7

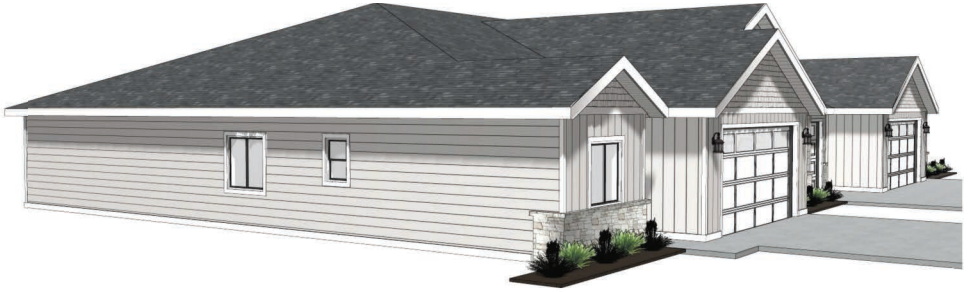


FRONT ELEVATION



RIGHT ELEVATION

SCALE : 1/4" = 1'-0" (FULL SIZE PLANS)



LEFT ELEVATION

SCALE : 1/4" = 1'-0" (FULL SIZE PLANS)



REAR ELEVATION

SCALE : 1/4" = 1'-0" (FULL SIZE PLANS)

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SI
CONSTRUCTION

PROJECT:
Summit Grove Subdivision
3-unit Townhome

PLAN CONFORMS
TO CURRENT
PRESCRIPTIVE CODE

PRELIMINARY DRAWINGS	
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FINAL DRAWINGS

CURRENT REVISION: 3

DESIGNER: *A. MIAP*
DRAFTSMAN: *J. MARIAN*
CHECKED BY: ——

DRAWING:
3D VIEWS
8

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May 29, 2025

NOTICE OF NEIGHBORHOOD MEETING

DORMAN TOWNHOMES
4.626 ACRES ON THE EAST SIDE OF DORMAN AVENUE IN BETWEEN W. LINDEN STREET AND QUAIL MEADOW LOOP
2615 DORMAN AVENUE CALDWELL, IDAHO 83605
ANNEXATION AND PRELIMINARY PLAT APPLICATION

Dear Property Owner,

This letter is to inform you of a Neighborhood Meeting for an annexation and preliminary plat application for Dorman Townhomes Subdivision to the City of Caldwell. On this 4.626 acres +/- property we are proposing a 32 lot single family attached townhome subdivision in the R-2 (Community Residential) zoning. This will comprise of 31 new townhomes plus the existing house on property totaling 32 homes. This subdivision will be single story, except for the existing home, and age restricted to 55 years of age or older.

This is NOT a public hearing before a governing body of Caldwell. After the neighborhood meeting and after the official application has been submitted and processed, a public hearing date will be set by the City of Caldwell. Prior to that hearing, you will receive official notification of the public hearing date via postal mail, newspaper publication, and/or a display on the property.

The Neighborhood Meeting details are as follows:

DATE:	TUESDAY June 24, 2025
TIME:	6:00-6:30 PM
LOCATION:	2615 Dorman Ave. Caldwell, ID 83605 On the subject property
	*Call Taylor Schmidt at 208-890-2824 if lost

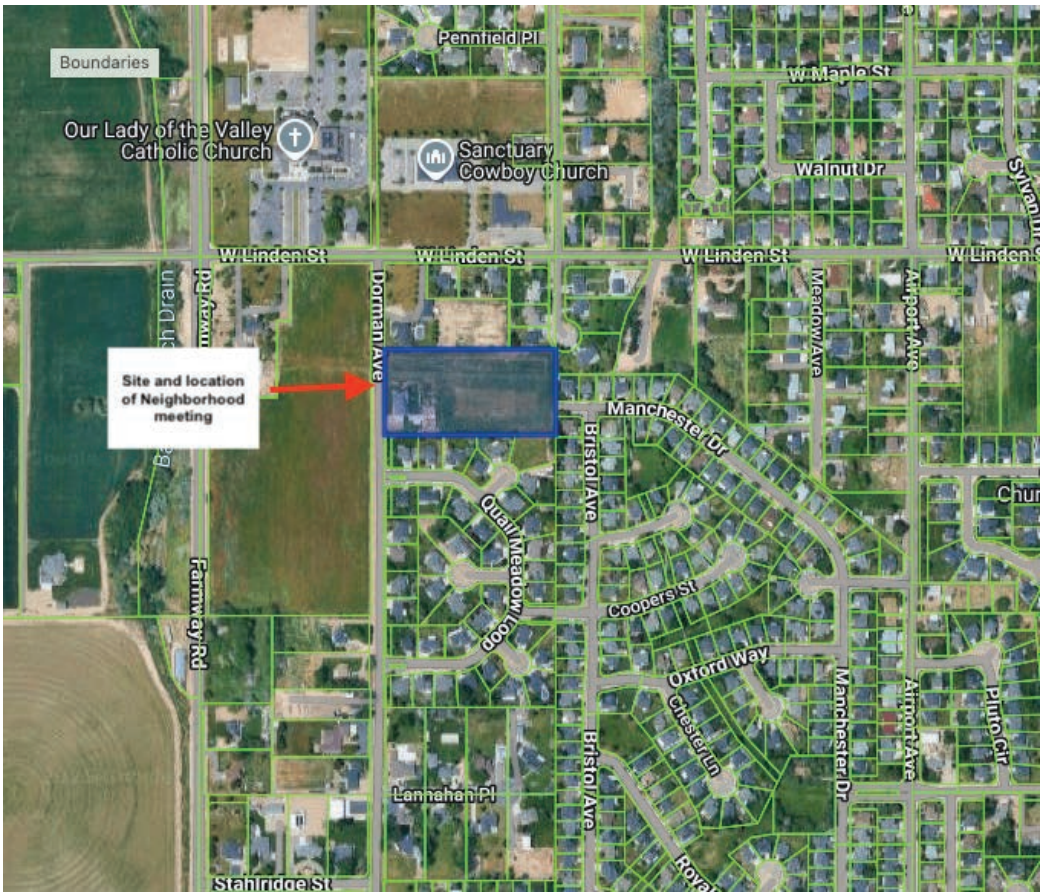
Site plan and location of meeting on back. We look forward to answering any questions you may have at the meeting or you may contact me anytime at (208) 890-2824 or taylorschmidt208@outlook.com

Sincerely,

Taylor Schmidt

Taylor Schmidt
SI Construction LLC
208-890-2824


DORMAN AVE
MANCHESTER DRIVE
MANCHESTER DRIVE
1
2
3
4
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22
12
QUALIFIED OPEN SPACE
AREA = 20,929 S.F.


Boundaries
Our Lady of the Valley Catholic Church
Sanctuary Cowboy Church
Pennfield Pl
W Maple St
Walnut Dr
W Linden St
W Linden St
W Linden St
Dorman Ave
Meadow Ave
Airport Ave
Site and location of Neighborhood meeting
Manchester Dr
Bristol Ave
Quail Meadow Loop
Coopers St
Oxford Way
Chester Ln
Manchester Dr
Airport Ave
Pluto Cir
Bristol Ave
Lannahan Pl
Farmway Rd
Stahlridge St

NEIGHBORHOOD MEETING SIGN-IN FORM
City of Caldwell Planning and Zoning Department
621 E. Cleveland Blvd., Caldwell, ID 83605
Phone: (208) 455-3021

Start Time of Neighborhood Meeting: 6:00 PM

End Time of Neighborhood Meeting: 7:04 PM

Those in attendance please print your name and address.

If no one attended, Applicant please write across this form "No one attended".

	PRINTED NAME	ADDRESS, CITY, STATE, ZIP
1.	June & Roy Rugan	2701 Manchester Dr. 541-3506863
2.	Kathleen Tibbits-Zack Hastings	2704 Manchester Dr.
3.	Krista King	2809 Dorman Ave - Caldwell
4.	Jennifer Merritt	2815 "
5.	Brad Crenshaw	2909 "
6.	Randy + Monica Seward	2916 Quail Meadow Loop
7.	Bill & Barbara Pike	2222 Quail Meadow Loop Caldwell 454-1820
8.	Betty Reuteler	2821 Dorman Caldwell
9.	DOUG + CAROL EAKIN	2701 BRISTOL AVE CALDWELL, ID 83605
10.	Brad Crenshaw	2909 Dorman Ave Caldwell
11.	Gerardo Ruiz 208 880 4358	2702 Brickl ave Caldwell
12.	Martha Rolvall	2711 Quail Meadow Loop
13.	Michael Brashears	2511 Dorman Ave Caldwell
14.	Taylor Schmidt - Developer	- 802 N Aeer LP Ste 100 Nampa, ID 83687
15.		
16.		

NEIGHBORHOOD MEETING CERTIFICATION:

Applicants shall conduct a neighborhood meeting for the following: special use permit applications; variance applications; annexation applications; planned unit development applications; preliminary plat applications that will be submitted in conjunction with an annexation, rezone or planned unit development application; and, rezone applications as per City of Caldwell Zoning Ordinance Section 10-03-12.

Description of the proposed project:
Annexation & Subdivision for 32 total residential lots. 31 Single family attached townhomes and retain the existing Single family home. R-2 zone

Date of Round Table meeting: 2/6/25 9 Am

Notice sent to neighbors on: May 29, 2005

Date & time of the neighborhood meeting: 6/24/25 @ 6:00 PM on Site

Location of the neighborhood meeting:

On Site - 2615 Dorman Ave.

Developer/Applicant:

Name: SI Construction LLC - Taylor Schmidt

Address, City, State, Zip: 802 N. Acer Loop Ste 100 Nampa, ID 83687

I certify that a neighborhood meeting was conducted at the time and location noted on this form and in accord with City of Caldwell Zoning Ordinance Section 10-03-12.

DEVELOPER/APPLICANT SIGNATURE Taylor Schmidt

DATE 6/24/25

CANYON COUNTY LISTING -R27998-000 0 500 FEET

May 28, 2025

This information should be used for informational use only and does not constitute a legal document for the description of these properties. Every effort has been made to insure the accuracy of these data & is subject to change without notice; however, the Assessor's Office assumes no liability nor do we imply any particular level of accuracy. The Canyon County Assessor's Office disclaims any responsibility or liability for any direct or indirect damages resulting from the use of these property listings.

PIN	Owner Name	In Care Of	Address	City, State, Zip
03087636 0	3915 LLC		PO BOX 190958	BOISE, ID, 83719
03087660 0	AARDE PROPERTIES LLC		18439 MIDLAND BLVD	NAMPA, ID, 83687
03087582 0	AGUILAR SENEN		17568 N FRANKLIN BLVD	NAMPA, ID, 83687
05897226 0	ATKINSON LAINE AND VICKIE TRUST		1014 COVEY CT	CALDWELL, ID, 83605
03087586 0	AUCK EDRICK J III		814 MANCHESTER DR	CALDWELL, ID, 83605
03087626 0	BABCOCK RICHARD TYSON		802 BRADFORD CT	CALDWELL, ID, 83605
03087603 0	BEEBE TAYLOR J		2716 BRISTOL AVE	CALDWELL, ID, 83605
27999010 0	BRESHEARS MICHAEL T		2511 DORMAN AVE	CALDWELL, ID, 83605
05897206 0	BROOKS LOUIS W JR		914 QUAIL PL	CALDWELL, ID, 83605
03087584 0	BRUNNING TOMMIE		2601 MANCHESTER DR	CALDWELL, ID, 83605
27983010 0	BST DEV LLC		802 N. Acer Loop Ste. 100	NAMPA, ID, 83687
03087581 0	CAGWIN TODD		2621 MANCHESTER DR	CALDWELL, ID, 83605
35698000 0	CONTRERAS ROGELIO VILLASENOR		709 W LINDEN ST	CALDWELL, ID, 83605
03087597 0	CROCKER JAKE		2723 BRISTOL AVE	CALDWELL, ID, 83605
05897225 0	CUDDEBACK FAMILY TRUST		1004 COVEY CT	CALDWELL, ID, 83605
28000010C0	CUELLAR BEVERLY J		2623 MARSHALL PLACE	CALDWELL, ID, 83605
05897203 0	DUQUE ANDRES DE JESUS		2719 QUAIL MEADOW LOOP	CALDWELL, ID, 83605
03087593 0	EAKIN DOUGLAS M		2701 BRISTOL AVE	CALDWELL, ID, 83605
03087591 0	ESCUTIA LUIS M		2620 MANCHESTER DR	CALDWELL, ID, 83605
03087592 0	FERNANDES RAYMOND CHRISTOPHER		2618 MANCHESTER DR	CALDWELL, ID, 83605
24563000 0	FIRST SOUTHERN BAPTIST CHURCH OF CALDWELL INC		912 W LINDEN ST	CALDWELL, ID, 83605
03087628 0	FREE JOEL		622 W MAPLE ST	CALDWELL, ID, 83605
03087595 0	FREEDMAN DANIEL F		12752 S AREZZO WAY	NAMPA, ID, 83686
28000000 0	GORDON GAIL		2510 MARSHALL PL	CALDWELL, ID, 83605
03087596 0	GREVER CYNTHIA D		2717 BRISTOL AVE	CALDWELL, ID, 83605
03087605 0	HARLAN JENNIFER M		2802 BRISTOL AVE	CALDWELL, ID, 83605
27998000 0	HART FAMILY TRUST		2615 DORMAN AVE	CALDWELL, ID, 83605
03087588 0	HARTWAY ZACHARY A		2704 MANCHESTER DR	CALDWELL, ID, 83605
05853000 0	HERNANDEZ YOLANDA		820 W LINDEN ST	CALDWELL, ID, 83605
05897209 0	HORRELL RAY D JR		2815 QUAIL MEADOW LOOP	CALDWELL, ID, 83605
03087583 0	IBARRA RACHEL R		2611 MANCHESTER DR	CALDWELL, ID, 83605
05897238 0	KING BRADY J		2809 DORMAN AVE	CALDWELL, ID, 83605
03087594 0	LANNIGAN LEE TRUST		2007 HOWARD AVE	CALDWELL, ID, 83605
03087635 0	MADRID ALEXANDRA		811 BRADFORD CT	CALDWELL, ID, 83605

28000013 0	MADRIGAL JOSE A		2620 MARSHALL PL	CALDWELL, ID, 83605
05852010 0	MADRON JUDY M		804 W LINDEN ST	CALDWELL, ID, 83605
03087599 0	MANCHESTER PARK NEIGH ASSOC	MGM MANAGEMENT =	PO BOX 1246	MERIDIAN, ID, 83680
05897221 0	MCCULLOUGH LINDA		2712 QUAIL MEADOW LOOP	CALDWELL, ID, 83605
05897207 0	MCINTYRE RICHARD AND LINDA TRUST		908 QUAIL PL	CALDWELL, ID, 83605
28000010B0	MCKINNEY MICHAEL T FAMILY TRUST		2615 MARSHALL PL	CALDWELL, ID, 83605
05897202 0	MEFFERD SHARON		2715 QUAIL MEADOW LOOP	CALDWELL, ID, 83605
03087598 0	MENDOZA LISA		2803 BRISTOL AVE	CALDWELL, ID, 83605
05897237 0	MERRITT JENNIFER L		2815 DORMAN AVE	CALDWELL, ID, 83605
05897205 0	MILLER SHIRLEY L		3918 MEADOW AVE	CALDWELL, ID, 83605
27999000 0	MILLER-SIMS AMBER		1005 W LINDEN ST	CALDWELL, ID, 83605
03087601 0	NOBLE KENDALL AUSTIN		2706 BRISTOL AVE	CALDWELL, ID, 83605
05897224 0	PERCIFIELD LETTY D		2808 QUAIL MEADOW LOOP	CALDWELL, ID, 83607
05897208 0	PIERCE DELBERT EUGENE		2811 QUAIL MEADOW LOOP	CALDWELL, ID, 83605
05897223 0	PIKE WILLIAM C		2722 QUAIL MEADOW LOOP	CALDWELL, ID, 83605
05897200 0	QUAIL MEADOW HOMEOWNERS ASSOC		PO BOX 102	CALDWELL, ID, 83606
03087589 0	RASMUSSEN SCOTT		6332 NE 36TH AVE	PORTLAND, OR, 97211
03087585 0	ROCHLITZ SIDNEY I		412 COTTONWOOD ST	CALDWELL, ID, 83605
05897201 0	ROHALL MARTHA A		2711 QUAIL MEADOW LOOP	CALDWELL, ID, 83605
24564010 0	ROMAN CATHOLIC DIOCESE OF BOISE		1501 S FEDERAL WAY STE 400	BOISE, ID, 83705
28000012 0	ROUSSOPOULOS BARBARA J		2606 MARSHALL PL	CALDWELL, ID, 83605
03087659 0	RUDOLPH JERRY L		2810 BRISTOL AVE	CALDWELL, ID, 83605
28000010A0	RUELAS ALFREDO R		2505 MARSHALL PL	CALDWELL, ID, 83605
03087600 0	RUIZ GERARDO		2702 BRISTOL AVE	CALDWELL, ID, 83605
28000011A0	SANCHEZ GERARDO AND SILVIA SANCHEZ REVOCABLE TRUST		913 W LINDEN ST	CALDWELL, ID, 83605
03087587 0	SANDOVAL DANIEL R		824 MANCHESTER DR	CALDWELL, ID, 83605
03087629 0	SAWYER JAMES		718 BRADFORD CT	CALDWELL, ID, 83605
05897210 0	SCHAAP TIMOTHY R		2819 QUAIL MEADOW LOOP	CALDWELL, ID, 83605
05897227 0	SHEA GERALD F		1020 COVEY CT	CALDWELL, ID, 83605
03087606 0	SIMPSON LEWIS AND ANGELA FAMILY TRUST		2806 BRISTOL AVE	CALDWELL, ID, 83605
03087580 0	SMITH MICHAEL T		2623 MANCHESTER DR	CALDWELL, ID, 83605
05852000 0	SORTE ALEXANDRIA		808 W LINDEN ST	CALDWELL, ID, 83605
05851010 0	SOUTHERN LARRY B		2423 MARSHALL AVE	CALDWELL, ID, 83605
05897222 0	TABOR SHELLEY D		2718 QUAIL MEADOW LOOP	CALDWELL, ID, 83605
03087590 0	TAPIA MIGUEL		3301 E RED SUNSET MAPLE DR	NAMPA, ID, 83687
03087634 0	THOMAS CLINT T		801 BRADFORD CT	CALDWELL, ID, 83605
05897204 0	TUTTLE EARL D		923 QUAIL PL	CALDWELL, ID, 83605
03087602 0	VAN KOMEN LARRY J		2710 BRISTOL AVE	CALDWELL, ID, 83605
27983000 0	WATERMAN LIN AND TEREASA LIVING TRUST		1215 W LINDEN ST	CALDWELL, ID, 83605
03087604 0	WILLRAE PROPERTIES LLC		64835 HUNNELL RD	BEND, OR, 97703



FRONT ELEVATION
SCALE: 1/4" = 1'-0"

EXTERIOR NOTES:

1. ALLOW 1 SQUARE FOOT OF VENTILATION AREA FOR EVERY 300 SQ FT OF VENTILATED SPACE.
2. MIN MASONITE SOFFIT BOARD AT ALL SOFFITS.
3. ROOF VENTS 1,000 PER RIDGE TYPICAL TO REAR OF RIDGELINE. MINIMUM OF 36 SQ. IN. NET FREE AREA EACH.
4. GABLE END VENT MINIMUM 118 SQ IN. NET FREE AREA
5. PROVIDE 8"x 16" SCREENED SOFFIT VENTS OR 2" CONTINUOUS VENTING AS PREFERRED PER REGION
6. VERIFY ALL MATERIALS AND ROOF PITCHES SHOWN IN THESE DRAWINGS WITH SUBDIVISION CC&RS PRIOR TO CONSTRUCTION
7. DO NOT SCALE ELEVATIONS. VERIFY ALL UNKNOWN DIMENSIONS WITH BUILDER OR DESIGNER PRIOR TO CONSTRUCTION.
8. INSTALL ALL EXTERIOR FINISHES PER MANUFACTURES SPECIFICATIONS.
9. INSTALL SIDING AND TRIM PER SEC. 703.8



LEFT ELEVATION
SCALE: 1/4" = 1'-0"



RIGHT ELEVATION
SCALE: 1/4" = 1'-0"



REAR ELEVATION
SCALE: 1/4" = 1'-0"

MEMBER AIBD
DRAFTECH
Planning Design and Plans
13344 STATE STREET · EAGLE, ID 83616
(208) 887-1751

Drafttech, LLC retains all rights and ownership of design, plans and specifications

SI CONSTRUCTION

PROJECT:
Summit Grove Subdivision
4-unit Townhome

SPECIAL ENGINEERING

PRELIMINARY DRAWINGS

REV 1	8-15-25
REV 2	9-16-25

FINAL DRAWINGS

SUBMITTAL/REVISION	2
DESIGNER:	A. BISHOP
DRAFTSMAN:	---
CHECKED BY:	---

DRAWING:
ELEVATIONS
7

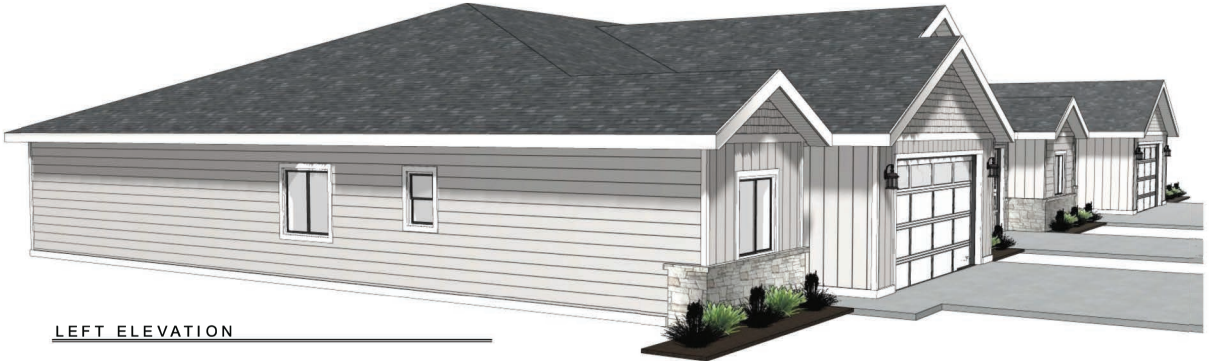
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FRONT ELEVATION



RIGHT ELEVATION



LEFT ELEVATION



REAR ELEVATION

DRAFTECH
Tailoring Design into Plans
13344 STATE STREET · EAGLE, ID 83616
(208) 887-1751

Draftech, LLC retains all rights and ownership of design, plans and specifications

SI CONSTRUCTION

PROJECT:
Summit Grove Subdivision
4-unit Townhome

SPECIAL ENGINEERING

PRELIMINARY DRAWINGS

REV 1	8-15-25
REV 2	9-16-25

FINAL DRAWINGS

CURRENT SHEET NO: 2

SHEET NAME: A MAP

DRAFTSMAN: ---

CHECKED BY: ---

DRAWING:
3D VIEWS
8

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EXHIBIT 2:

CITY DEPARTMENT COMMENTS AND CONDITIONS OF APPROVAL

Memorandum

To: Joe Dodson, Principle Planner

From: Steven Pendleton, Land Development Manager
Hallie Hart, City Engineer

Re: ANN25-000009, SPP25-000012 (Summit Grove Sub.)

Date: January 6, 2026

The Engineering Department provides the following comments on a request by Taylor Schmidt of SI Construction LLC, is requesting annexation of one (1) parcel (R2799800000) with a proposed zoning of R-2, where the current City comprehensive plan future land use map place type is Neighborhood 2. Additionally, the applicant is requesting approval of a preliminary plat for Summit Grove Subdivision, a residential subdivision with 32 total building lots (31 single-family attached building lots and one (1) single-family detached building lot for the existing home). The 4.63 acre development is located on the east side of Dorman Avenue, approximately 325 feet south of the intersection with W. Linden Road.

Development Plans

1. Development Plans – Prior to commencing construction and applying for building permits, plans must be prepared by the developer's engineer and approved by the City Engineering Department which shall include the following items:

    a. Street section and alignment (including curb and gutter);

    b. Sidewalk (sidewalk width based on street classification);

    c. Sanitary sewer (per City and DEQ requirements);

    d. Potable water (per City and DEQ requirements);

    e. Pressure Irrigation (per City standards);

    f. Stormwater facilities (per City requirements/storm water manual);

    g. Street lighting (per City standards);

    h. Street signage (per City and MUTCD requirements);

    i. Vertical Datum based on NAVD 88 Datum.

General

1. Applicant shall follow the requirements and processes of the subdivision ordinance for the development of this project. For the purposes of this project, all conditions outlined in the subdivision ordinance pertaining to receiving the City Engineers signature on, or the recordation of, a final plat shall be applied to the submission of building permits.

2. Easements for public utilities shall be as listed below. Easements will be required to be larger if deemed necessary by the City Engineer in order to facilitate future maintenance operations of utilities.
    a. 10 feet wide minimum.
    b. Domestic water only,15 feet wide minimum
    c. Sanitary sewer only, 20 feet wide minimum
    d. Sewer and water combined, 30 feet wide minimum
        i. *Note: future permanent structures will not be permitted to be constructed within any easement granted to the City of Caldwell. Applicant shall ensure that civil design and easements provided to the City accommodate current and future construction needs of permanent structures such as covered parking structures, future buildings, etc.*

3. Appropriate easements for emergency access, transmission lines and/or other utilities shall be clearly indicated, with recorded instrument numbers provided for said easements, on the construction drawings.

4. All utilities on and within the boundaries of the subdivision shall be located and/or relocated underground.

5. All streets, sewer, water, pressure irrigation, fire protection, and street light facilities must be dedicated to the City. Some conveyance facilities for stormwater drainage may be eligible for dedication to the City.

6. Construction of facilities to be dedicated and/or within public right-of-way shall be performed by an appropriately licensed public works contractor and shall be inspected by and constructed to City of Caldwell specifications.

7. Prior to commencement of construction in any dedicated right-of-way, or construction of any improvement intended for dedication to the City or connected to a City facility, the City Engineering staff is to be notified. This preferably will take place in a pre-construction conference scheduled by the engineer of record in which all appropriate personnel and utilities are present. Appropriate City personnel are to be notified in advance of all testing (including compaction, pressure and coliform, etc.) and given opportunity to be present during conduct of the testing. The engineer of record or his designated representative is to witness all tests (not covered by City inspectors) and a log of inspection visits and testing results is to be kept by the engineer of record or his representative.

8. The developer is to employ a responsible design professional, preferably the engineer of record, to oversee and inspect construction, to perform and/or observe all requisite testing of completed facilities, and to certify that improvements have been constructed according to approved plans and in compliance with applicable City, State, and Federal standards.

9. The engineer of record shall be held responsible to ensure that subdivision improvements are in substantial compliance with said engineer's design. Following the construction of the subdivision improvements, the developers engineer shall provide the City of Caldwell Engineering Department with electronic (.dwg) format record drawings spatially referenced to the Idaho State Plane Coordinate System-West Zone, North America Datum (NAD) 83. Vertical control shall be referenced to the North America Datum (NAVD) 88 for future reference and to establish that the engineer of record has caused construction to occur in substantial compliance with the design of said engineer of record.

10. Any note, item or drawing element on the plats, construction drawings, engineering drawings and/or design drawings related to the property inconsistent with City Codes, Policies and/or Ordinances shall not be construed as approved unless specifically addressed and granted by City Council.

Rights-of-Way

1. Dorman Ave. is classified as a Local Road. The applicant shall dedicate as public right-of-way a minimum twenty-six and one half (26.5) foot half width right-of-way (from centerline) along the entire Dorman Ave. alignment (per City Standard R-810E).

2. Manchester Drive internal to the site is classified as a Local Road. The applicant shall dedicate as public right-of-way a minimum fifty-three (53') foot full width right-of-way along the entire Manchester alignment (per City Standard R-810E).

3. All interior private drive isles shall have a minimum width of 26' and meet Caldwell Fire Department requirements, whichever is greater.

Street

1. Full frontage half street improvements shall be completed to all roads adjacent to the proposed project (including Dorman Ave.) in accordance with all City of Caldwell standards Improvements shall include (but are not limited to) curb, gutter, sidewalk, asphalt, streetlights, joint trench, and storm drainage facilities, etc.

2. Applicant shall relocate the Phyllis Canal outside any master planned right-of-way for Dorman Ave. internal to the site.

3. Emergency access shall meet all Caldwell Fire Department requirements.

4. All private driveways/drive isles shall fully comply with City of Caldwell standards and be approved by the Caldwell Fire Marshall.

5. Applicant shall coordinate with the United States Postal System to determine a cluster mailbox unit location. Said location shall be interior to the site and shall be located in a manner that will not impact, or cause queueing onto, Dorman Ave. Said location shall be approved by the Engineering Department during construction drawing plan review and prior to plan approval.

Traffic Impact Fees

City of Caldwell has adopted the "Caldwell Area Capital Improvements Plan & Impact Fee Program". The applicant will be required to pay traffic impact fees per table 7 of the Impact Fee Schedule to be assessed to the building permit/s when applied for.

Water

1. All on site water mains will need to be looped into existing mains for fire flow and water quality purposes. Internal main sizing and construction plan approval, will be dependent upon the availability of fire flow.

2. Applicant shall install a 12" water mainline in Dorman Ave. through the frontage of this development.

3. Each buildable lot shall be supplied with potable water. If buildings are constructed to include individual units that could feasibly or will be sold separately, each unit shall be serviced separately

4. The location of water service, including sizing of mains, providing of easements, frontage construction, and offsite construction are to be decided during review of improvement plans. This development will be required to comply with the Water Master Study.

Sanitary Sewer

1. It shall be the responsibility of the applicant's engineer to verify that connection to existing sewer mainlines will not exceed the functional capacity of said mainlines. Provision for connectivity by future developments shall be met in accordance with current City standards.

2. The Developer will be required (where applicable) to extend all sewer and water mainlines to the center of adjacent roadways for connectivity by future developments. Locations of said extensions will be decided during the review of the improvement plans.

3. Each buildable lot shall be provided with individual sewer service. If buildings are constructed to include individual units that could feasibly or will be sold separately, each unit shall be serviced separately.

4. Any easements for sewer lines not in the right-of-way should be at a width sufficient to construct same and not less than 20 feet in width. Easements for adjacent sewer and water lines not in the

right-of-way shall be at a width sufficient to construct the same and shall be no less than 30 feet in width.

5. A 20' wide all-weather surfaces may be required to be constructed over mainlines that fall outside the public right-of-way. All weather surfaces shall be constructed sufficiently to support heavy equipment necessary to construct and maintain sewer under all seasonal weather conditions.

Irrigation

1. Existing easements and/or right-of-ways for any irrigation facility shall be determined and clearly indicated on the construction plans. Construction across or re-routing of these facilities is subject to approval by the Pioneer Irrigation District and at their discretion or their assigns.

2. The Developer shall maintain any existing upstream drainage rights and downstream irrigation rights across the property. During the design phase of this project, the developer or his engineer is to contact the appropriate irrigation district to help ascertain these rights. Appropriate facilities shall be provided by the developer to convey irrigation and drainage water across the property to take care of these offsite needs. There is to be no discharge of gravity/pressure irrigation return water into the projects storm water system.

2. The development is to include a non-potable water pressure irrigation system. The design of this pressure irrigation system is to be reviewed and approved by the Caldwell Municipal Irrigation District prior to construction plan approval. It shall be required that the system will be operated and maintained by the Caldwell Municipal Irrigation District.

3. Each lot, or building area, shall be provided with a pressure irrigation service in compliance with Caldwell Municipal Irrigation District standards.

4. All pressure irrigation mainlines shall be located in the public right-of-way or within a public utility easement, with a minimum width of 10 feet, centered over said mainlines as per current City standards.

5. Applicant shall place the pump station in an area that is easily accessible with a recorded perpetual easement sufficient for convenient access and maintenance of said pump station. The lot shall be owned and maintained by the home owners association.

6. The applicant shall ensure that an adequate continuous irrigation supply flow is available to meet the pressure irrigation system requirements of CMID.

7. The applicant shall transfer a proportionate share of any existing water right(s), except those held in trust by an irrigation district, to the City of Caldwell for both irrigation and domestic water supply for the subject development. If this should occur, The City shall assist in registering the transfer.

8. The proposed development may utilize the existing pressure irrigation pump station with approvals from Caldwell Municipal Irrigation District. Any upgrades to the pump station necessary to supply the proposed development with pressurized irrigation water is the responsibility of the Applicant. Should Applicant connect to this pump station they shall supply

the City of Caldwell with a water model of the whole pressurized irrigation system showing that the system design meets all Caldwell Municipal Irrigation District standards.

9. All plans and construction drawings submitted to the City of Caldwell for review and approval for any out-of-season irrigation work to be performed within or across facilities located within (or owned by) irrigation districts other than CMID shall be submitted to the Caldwell Engineering Department no later than August 15th. Submittal of plans after this date may result in Applicant not receiving plan approval in time to complete out-of-season work.

Storm Drain

1. As noted previously, provision is to be made for the disposal of stormwater drainage in accordance with the City Stormwater Management Manual and any updates adopted subsequent to this application. A copy of this policy is available upon request. The engineer of record is to provide calculations, which indicate that the assumptions in his stormwater drainage plan comply with the requirements of the stormwater manual. In this case, if a storm water system is existing, the burden of proof is on the developer to verify the capacity is sufficient for the proposed development.

2. The applicant shall identify and retain all historical drainage discharge points from the property for the purpose of draining on-site storm water detention facilities.

3. Storm water detention basins are required to remain on-site and are to be operated and maintained by the Applicant/business owners association/etc.

4. There is to be no discharge of storm water overflow into any irrigation water return/discharge facility/ditch/pipe/etc.

Building Permits

1. Prior to submission of building permits, public utilities and infrastructure must be completed or an appropriate construction security provided. A 20% temporary restriction in the issuance of building permits will be enforced until all utility construction has been completed, inspected, tested, approved by the City and certified by the Applicants engineer; including completion of all punch list items.

2. Applicant shall submit an electronic (dwg.) copy of the project site plan suitable for mapping and addressing purposes no later than 30 days prior to submission of the first building permit.

Memorandum

To: Joe Dodson, Principal Planner
Caldwell P & Z Department

From: Trevor Farris, GIS Technician
Dave Marston, Mapping Superintendent

Re: ANN25-000009, SPP25-000012- Summit Grove Subdivision

Date: December 18, 2025.

The Mapping Department provides the following comments on a request by Taylor Schmidt of SI Construction LLC, is requesting annexation of one (1) parcel (R2799800000) with a proposed zoning of R-2, where the current City comprehensive plan future land use map place type is Neighborhood 2. Additionally, the applicant is requesting approval of a preliminary plat for **Summit Grove Subdivision**, a residential subdivision with 32 total building lots (31 single-family attached building lots and one (1) single-family detached building lot for the existing home). The 4.63 acre development is located on the east side of Dorman Avenue, approximately 325 feet south of the intersection with W. Linden Road.

Address Number

1. Please contact the Mapping Department prior to permitting.

Subdivision Name

1. Approved

Lots & Blocks

1. Approved.

Street Names

1. Approved.

Other comments:

1. Any changes to street names, lots or blocks shall be approved by the Mapping Department prior to construction drawing approval for the phase where changes are intended.

Date 10/23/2025

Caldwell City – Planning and Zoning
Re: Case Number: ANN25-000009, Summit Grove

Dear, Planning & Zoning

The Caldwell City Fire Department District has reviewed and can approve the application subject to compliance with all the following code requirements and conditions of approval. Any deviation from this plan is subject to Fire Department approval. Please note that unless stated otherwise, this memo represents the requirements of the 2018 International Fire Code (IFC) as adopted by the Idaho State Fire Marshal's Office.

Caldwell Fire Department Details

Nearest Fire Station:
Station 12 724 E Ustick Rd. Caldwell,
Distance: 2.0
Estimated response time: 5

Distance from Station	Service Expectation	Staffing & Apparatus	Typical Response Time Goal
0–1 mile	Immediate—high-priority	First-due company (engine)	≤4min travel, ≤5min total
1–2 miles	Very rapid—high-priority	First-due company, backup	≤4min travel, ≤5min total
2–3 miles	Rapid—standard coverage	First-due w/ backup	≤6min travel, ≤9min total (full alarm)
3–4 miles	Slower—moderate	Closest available, limited	6–8min travel
4–5 miles	Extended	Closest company, delayed	>8min travel, variable

Properties located 3–4 miles from a fire station are at the limit of effective coverage and may experience service delays.

Developments beyond 5 miles are generally not recognized by ISO as having fire protection, and response to these areas will be significantly delayed.

Conditions:

1. Fire hydrants, capable of producing the required fire flow, shall be located along approved fire lanes. Fire hydrant spacing shall meet the requirements of IFC table C105.1.1 (IFC 507.3, IFC B105.2, IFC C105).

2. Roadway serving a fire hydrant shall be a minimum of 26-feet in width. (IFC D103.1)

3. Roadway serving Block 1, units 14-18 shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches. (IFC 503.2.1)

4. Dead-end fire apparatus access roads exceeding 150 feet (45 720 mm) in length shall be provided with an approved area for turning around fire apparatus. (IFC 503.2.5)

5. Fire apparatus access roads shall extend to within 150 feet of all portions of the exterior walls of the first story of a building measured by an approved route around the exterior of the building or facility. (IFC 503.1.1)

6. The minimum outside turning radius of a fire apparatus access road shall be 48 feet. The minimum inside turning radius shall be 28 feet. (IFC 503.2.4)

7. Fire apparatus access roads shall have an approved driving surface of asphalt, concrete or other approved driving surface and can support the imposed load of fire apparatus weighing at least 80,000 pounds. Please provide documentation the road surface meets this standard. (IFC D102.1)

8. Fire apparatus access roads shall not exceed 10 percent in grade. (IFC D103.2)

9. For streets having a width less than 33 feet back of curb to back of curb parking shall be restricted on one side; for streets having a width less than 27 feet back of curb to back of curb parking shall be restricted on both sides. A note on the face of the final plat is required noting the parking restriction prior to signing of the final plat. In addition, No Parking signs shall be installed in accordance with the requirements of the IFC. (IFC 503.8)

10. An automatic fire sprinkler system installed per NFPA 13R may be required based on construction type.

11. Fire hydrants serving building FDC's shall be located not more than 150'away

12. A phasing plan shall be included in documentation to city at time of submittal in accordance with infrastructure 2018 IFC.

13. Where fire apparatus access roads or a water supply for fire protection are required to be installed, such protection shall be installed and made serviceable prior to and during the time of construction except where approved alternative methods of protection are provided. Temporary street signs shall be installed at each street intersection where construction of new roadways allows passage by vehicles in accordance with (IFC Section 505.2.

14. An Automatic Fire Detection System and Fire Alarm System may be required based on the occupancy type and evaluation of hazards with the structure. 901.4.4

15. An eKnox lock box, shall be installed on the outside of the building by the main entrance or by the sprinkler room. Additional eKnox Key boxes may be required based on occupancy and proximity of other Boxes. Each eKnox Box shall have labeled master keys to every lock within the structure. The final number and location shall be with the approval of the Caldwell Fire Marshal or designee. 506.1

General Requirement:
Fire Department required fire hydrants, access, and street identification shall be installed prior to construction or storage of combustible materials on site. Provisions may be made for temporary access and identification measures.

Specific building construction requirements of the International Building Code, International Fire Code and City of Caldwell Code will apply. However, these provisions are best addressed by a licensed Architect at time of building permit application.

Regards,

Alan Perry
Deputy Chief

Fire Marshal
Caldwell Rural Fire Protection District
Aperry@cityofcaldwell.org



PRELIMINARY DRAWING SET NOT FOR CONSTRUCTION

SUMMIT GROVE SUB

EXISTING FIRE HYDRANT EXHIBIT

#####
#########

BRONZE BOW
P.O. BOX 8525
BOISE, ID 83704
JADON@BRONZEBOWLAND.COM

C:\USERS\JADON\BRONZE BOW DROPBOX\JADON SCHNEIDER\BRONZE BOW LAND\PROJECTS\2503 - SUMMIT GROVE SUB\SYNC\DWG\SUMMIT GROVE SUB EXISTING FIRE HYDRANT EXHIBIT.DWG

EXHIBIT 3:

COPY OF AGENCY NOTIFICATION LETTER SENT, LIST OF AGENCIES NOTIFIED, AND AGENCY COMMENTS

OUTSIDE AGENCY WRITTEN TESTIMONY

Outside Agency Response Deadlines: **12/22/2025**

CITY OF CALDWELL
PLANNING AND ZONING DEPARTMENT
205 S 6th Avenue, Caldwell, ID 83605 | Office: 208-455-3021
https://www.cityofcaldwell.org/departments/planning-and-zoning

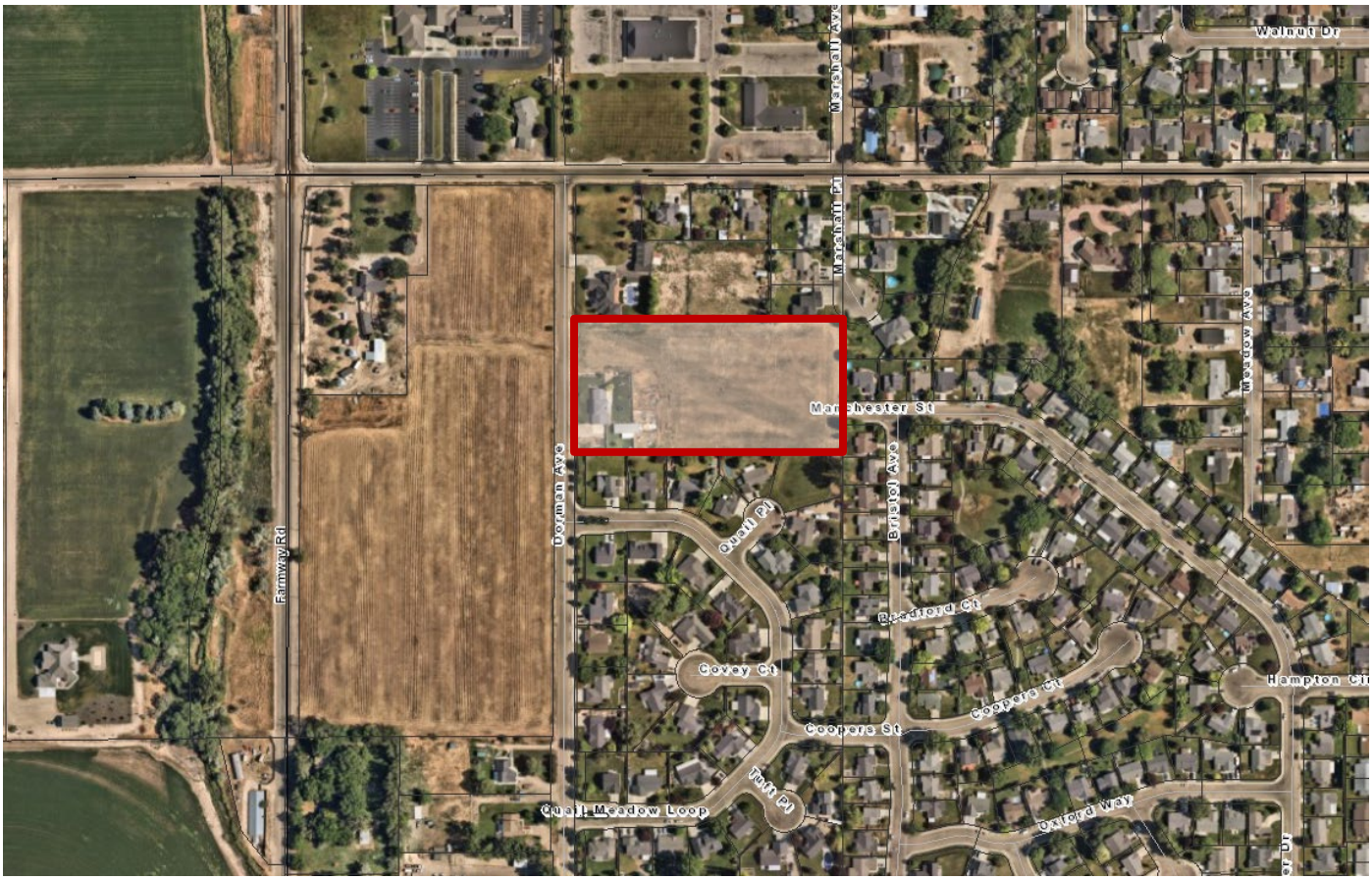
PUBLIC AGENCY NOTIFICATION – RESPONSE REQUESTED

Transmittal Date:	11/24/2025		
1ST HEARING DATE:	1/14/2026	**HEARING BODY:**	Planning and Zoning Commission
2nd HEARING DATE:	3/2/2026	**HEARING BODY:**	City Council
Application Case No(s):	ANN25-000009, SPP25-000012		
Project Name:	Summit Grove Subdivision		
Site Address:	2615 Dorman Avenue		
Site Parcel ID:	R2799800000		
Site Location:	East side of Dorman Ave, approximately 325 feet south of the intersection with W. Linden St.		
Applicant:	Taylor Schmidt, SI Construction LLC 802 N. Acer Loop, Ste. 100, Nampa, ID 83687 208-890-2824, taylorschmidt208@outlook.com		
Property Owner:	Same as applicant		
Agent Name:	Same as applicant		

You are hereby notified, pursuant to the Local Land Use Planning Act, Idaho Code 67-6509, that the City of Caldwell has accepted the following application(s).

You are invited to provide written testimony by the date specified below to ensure planners can consider the information as they develop their staff report and recommended findings. All items received by the deadline will be placed in the hearing packet, allowing the hearing body adequate time to review the submitted information.

REQUEST SUMMARY: The applicant, Taylor Schmidt of SI Construction LLC, is requesting annexation of one (1) parcel (R2799800000) with a proposed zoning of R-2, where the current City comprehensive plan future land use map place type is Neighborhood 2. Additionally, the applicant is requesting approval of a preliminary plat for **Summit Grove Subdivision**, a residential subdivision with 32 total building lots (31 single-family attached building lots and one (1) single-family detached building lot for the existing home). The 4.63 acre development is located on the east side of Dorman Avenue, approximately 325 feet south of the intersection with W. Linden Road.



APPLICATION PACKET: The complete application packet can be found on the City of Caldwell website under "Planning and Zoning Department/Current Case Files" or by clicking here.

OUTSIDE AGENCY COMMENTS: Your agency's comments are an important part of our decision-making process. When submitting comments, please reference Case No. listed above in responses and/or correspondence regarding this case. Comments received by the deadline date will be added to the Staff Report and to the hearing body's packet. Comments may be submitted by mail or email as follows:

Mail: Caldwell Planning and Zoning Department, P.O. Box 1179, Caldwell, ID 83605
Email: Joe Dodson, Principal Planner at jdodson@cityofcaldwell.org

Please Note: We will assume that your agency has no objections or concerns if we do not receive written testimony or comments within the requested timeframe.

PUBLIC AGENCY NOTIFICATION LIST

The following political subdivisions, including schools, were notified of the application requests. A link to the full application packet was provided to each agency.

City of Caldwell Engineering Department
City of Caldwell Engineering Inspections
City of Caldwell Fire Chief
City of Caldwell Fire Marshall
City of Caldwell Building Department
City of Caldwell Police Chief
City of Caldwell Lieutenant Wright
City of Caldwell Mapping Department
City of Caldwell Code Compliance Division
City of Caldwell Economic Development
City of Caldwell Airport
City of Caldwell Water Department
Vallivue School District #139
Caldwell School District #132
Pioneer Irrigation District
Riverside Irrigation District
Canyon Hill Irrigation
Franklin Ditch Co.
Nampa-Meridian Irrigation Dist.
Black Canyon Irrigation District
Golden Gate Irrigation
Caldwell Lateral Irrigation
Wilder Irrigation District
Compass Idaho
Hilty, Bower, Haws & Seable
Caldwell Transportation
Brown Bus Company
Canyon Highway District #4
Nampa Highway District #1
Idaho Transportation Department
Valley Regional Transit
Canyon County Development Services
Canyon County Plat Room
City of Nampa Planning and Zoning
Boise Project Board of Control
Southwest District Health
Idaho Power
Intermountain Gas
DTG Maps (only for final plats)
Boise River Flood Control Dist. #10
Bureau of Land Management
Bureau of Reclamation - Snake River Area Office
Corps of Engineers
Idaho Fish and Game
Department of Water Resources
College of Idaho
Department of Lands
USPS Caldwell
Union Pacific Railroad

HIGHWAY DISTRICT No.4
15435 HIGHWAY 44
CALDWELL, IDAHO 83607

TELEPHONE 208.454.8135
FAX 208.454.2008

December 8, 2025

City of Caldwell Planning & Zoning Commission & City Council
621 Cleveland Blvd
Caldwell, Idaho 83605
Attention: Joe Dodson, Principal Planner

RE: ANN25-009 SPP25-0012 Summit Grove Subdivision
Dorman Ave Frontage & Traffic Impacts

HD4 has reviewed the application materials provided for agency review for the above referenced project. The proposed project consists generally of annexation of approximately 4.6 acres along the east side of Dorman Ave, and a preliminary plat for 31 attached single family residences at R-2 zoning.

By agreement with the City, (Exchange Maintenance Agreement, 2020) Highway District No. 4 (HD4) operates and maintains Dorman Avenue fronting the proposed development. Under this agreement, HD4 is responsible for access permitting and utility permitting within the Dorman Ave right-of-way, and is provided opportunity to review and comment on development plans as they may affect the operation and maintenance of the highways.

HD4 provides the following comments on the proposed development:

1) Dorman Ave is classified as a local road on the functional classification maps adopted by HD4 and the City. The proposed preliminary plat provides a 26.5-ft half-width right-of-way for Dorman Ave, or 53-feet full-width. Previous developments along Dorman Ave, including several within city limits, have provided right-of-way for a minimum 60-foot full width, which would accommodate on-street bike lanes and a two-way center turn lane. Dorman is one mile in length, connecting Ustick Rd and Linden Rd, and will serve as a minor collector for residential uses. The City may wish to consider requiring right-of-way dedication similar to previous developments to allow for auxiliary lanes to support traffic operations and additional modes of travel.

2) The City should, through impact fees or exactions, determine and require a proportionate share of the costs necessary to improve capacity at local intersections affected by new traffic from the development. These include, but are not limited to the following:
    - Farmway Rd & Linden Rd

    No other local funding sources for these improvements are currently available to HD4.

Highway District No. 4 appreciates the opportunity to review this subdivision proposal, and requests that the Commission and Council consider the above recommendations for any development approval for this project. Please feel free to contact me with any questions on these comments.

Respectfully,



Chris Hopper, P.E.
District Engineer

CC: Hallie Hart, P.E. Caldwell City Engineer

From: D3 Development Services
To: Morgan Bessaw
Subject: RE: Request for Agency Comment - Summit Grove Subdivision
Date: Tuesday, December 2, 2025 8:07:55 AM
Attachments: image001.png

Hello,

After careful review of the transmittal submitted to ITD on November 24, 2025, regarding, Summit Grove Subdivision, the Department has no comments or concerns to make at this time. This application does not meet thresholds for a Traffic Impact Study nor does it pose any safety concerns. If you have any questions please contact Kendra Conder at 208-334-8377 /Kendra.Conder@itd.idaho.gov

Thank you
Mila Kinakh
D3 Planning and Development

From: Morgan Bessaw <mbessaw@cityofcaldwell.org>
Sent: Monday, November 24, 2025 4:47 PM
To: Alan Perry <aperry@cityofcaldwell.org>; Angelica Gomez <agomez@cityofcaldwell.org>; Anita Means (Caldwell Transportation Co) <anita@ctcbus.com>; Bill Pastoor <wpastoor@republicservices.com>; Black Canyon Irrigation Dist. (bcid@blackcanyonirrigation.com) <bcid@blackcanyonirrigation.com>; Boise Project Board of Control (tritthaler@boiseproject.org) <tritthaler@boiseproject.org>; Boise River Food Control Dist. #10 (projectmgr@boiseriver.org) <projectmgr@boiseriver.org>; 'brandon.flack@idfg.idaho.gov' <brandon.flack@idfg.idaho.gov>; Brett Clark <bclark@cityofcaldwell.org>; Brian Courtright <bcourtright@republicservices.com>; Brown Bus Company (brent.carpenter@brownbuscompany.com) <brent.carpenter@brownbuscompany.com>; Bruce Smith <smithbr9@republicservices.com>; Bureau of Land Management (jsullivan@blm.org) <jsullivan@blm.org>; Bureau of Land Management 2 (jcartwright@blm.org) <jcartwright@blm.org>; Caldwell Lateral Irrigation (amandacild@qwestoffice.net) <amandacild@qwestoffice.net>; Caldwell School District #132 (Nfrench@caldwellschools.org) <Nfrench@caldwellschools.org>; Canyon County Development Services - Jennifer Almeida (jennifer.almeida@canyoncounty.id.gov) <jennifer.almeida@canyoncounty.id.gov>; Canyon County Plat Room - DeAnn France (deann.gerthung@canyoncounty.id.gov) <deann.gerthung@canyoncounty.id.gov>; Canyon Hill Irrigation District (office@idcpas.com) <office@idcpas.com>; Chris Hopper HD4 <chopper@hwydistrict4.org>; Christin Wendelsdorf <Christine.Wendelsdorf@canyoncounty.id.gov>; College of Idaho (rerne@collegeofidaho.edu) <rerne@collegeofidaho.edu>; Corps of Engineers (greg.j.martinez@usace.army.mil) <greg.j.martinez@usace.army.mil>; Damon Rice <drice@cityofcaldwell.org>; Dave Marston <dmarston@cityofcaldwell.org>; Deer Flats <deerflat@fws.gov>; Department of Lands (IDL_jurisdictional@idl.idaho.gov) <IDL_jurisdictional@idl.idaho.gov>; Doug Critchfield <critchfieldd@cityofnampa.us>; Erika Olvera (eolvera@nmid.org) <eolvera@nmid.org>; Farmer's Co-Op Ditch Co (fcdc1875@gmail.com)

<fcdc1875@gmail.com>; Genna Ashlet - Boise Project Board of Control <gashley@boiseproject.org>; 'gis@compassidaho.org' <gis@compassidaho.org>; Golden Gate Irrigation Districts - Ripley Doorn (lbuckner@rdcpa.com) <lbuckner@rdcpa.com>; HD4 - Lenny Ricco <lriccio@hwydistrict4.org>; Idaho Power (easements@idahopower.com) <easements@idahopower.com>; D3 Development Services <D3Development.Services@itd.idaho.gov>; Jene Price <jprice@cityofcaldwell.org>; Kayla Valle <kvalle@cityofcaldwell.org>; Kirk (kirk@pioneerirrigation.com) <kirk@pioneerirrigation.com>; Konrad McDannel <KMcDanner@republicservices.com>; Laura Wilder (wilders04@msn.com) <wilders04@msn.com>; Lorina Herb <lherb@cityofcaldwell.org>; Lynn Troxel - Notus Parma HD <lynntroxel@nphd.net>; Michael Comeskey (nmid@nmid.org) <nmid@nmid.org>; Monica Taylor, Intermountain Gas <monica.taylor@intgas.com>; 'mpaquin@usbr.gov' <mpaquin@usbr.gov>; Nampa Highway District #1 (eddy@nampahighway1.com) <eddy@nampahighway1.com>; Ofelia Morales <omorales@cityofcaldwell.org>; Oscar Klaas <oklaas@cityofcaldwell.org>; 'pzall@cityofnampa.us' <pzall@cityofnampa.us>; Rex Ingram <ringram@cityofcaldwell.org>; Riverside Irrigation District (rid1896@gmail.com) <rid1896@gmail.com>; Rob Oates (KEUL) <roates@cityofcaldwell.org>; Robb MacDonald <rmacdonald@cityofcaldwell.org>; Robins, Angel <ARobins@idahopower.com>; 'Rodney Ashby' <ashbyr@cityofnampa.us>; Ruben Salas <rsalas@republicservices.com>; Southwest District Health 2 (Mitch.Kiester@phd3.idaho.gov) <Mitch.Kiester@phd3.idaho.gov>; Steve Pendleton <spendleton@cityofcaldwell.org>; Steven Jenkins <sjenkins@cityofcaldwell.org>; Tammie Halcomb <tammie@fareidaho.org>; Tiffany DeFrance <tdefrance@cityofcaldwell.org>; Trevor Farris <tfarris@cityofcaldwell.org>; USPS Caldwell (MIKE.Y.BROWNFIELD@USPS.GOV) <MIKE.Y.BROWNFIELD@USPS.GOV>; Valley Regional Transit - Stephen Hunt (development@valleyregionaltransit.org) <development@valleyregionaltransit.org>; Vallivue School Dist. <jenny.titus@vallivue.org>; Vallivue School District <joseph.palmer@vallivue.org>; 'watkinsk@cityofnampa.us' <watkinsk@cityofnampa.us>; 'westerninfo@idwr.idaho.gov' <westerninfo@idwr.idaho.gov>; Wilder Irrigation District - Dianne Paulsen (wilderirrigation2@hotmail.com) <wilderirrigation2@hotmail.com>; Wilder Irrigation District (wilderirrigation1@hotmail.com) <wilderirrigation1@hotmail.com>
Subject: Request for Agency Comment - Summit Grove Subdivision

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Dear Outside Agencies and Internal City Departments:

You are hereby being notified, pursuant to the Local Land Use Planning Act, Idaho Code 67-6509.

Outside Agencies:
Outside agencies are invited to provide written testimony and/or comments by the date specified within the attached notification. The deadline for written testimony is to ensure planners can consider the information as they develop their staff report and recommended findings. All items received by the deadline will be placed in the hearing packet, allowing the hearing body adequate time to review the submitted information.

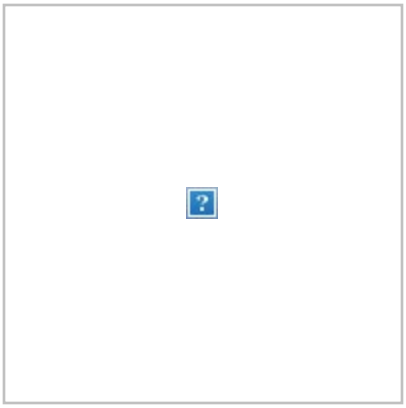
Internal City Departments:

Deadline dates for conditional and/or final staff reports are specified in the attached notification and have been put into the Citizenserve database under each department review task.

Additional Information:

If you would like additional information, please contact the planner listed within the notification or visit the website link for review of the full application submission packet.

Thank you,



LEGAL AND CONFIDENTIALITY NOTICE:

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EXHIBIT 4:

PUBLIC COMMENTS

From: Ray Horrell
To: PZ
Subject: Against Case Number ANN25-00009, SPP25-000012
Date: Monday, January 5, 2026 11:46:42 AM

We are against Case number ANN25-000009, SPP25-000012. We do NOT want it to be zoned as R-2. We want to keep the population of this area as low as possible with no chance of it becoming low income housing. We do NOT need this type of housing in our area. It will bring down property values of the homes already existing in this area. Also, the roads in this area will not be able to handle well the amount of vehicles with this property along with the property across Dorman Avenue from it.

PLEASE do NOT approve this property to be R-2 zoned.

Thank you.

Ray and Melodi Horrell
2815 Quail Meadow Loop
Caldwell, ID
rhorrell46@gmail.com

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From: Jenny Howe
To: PZ
Subject: Comment on ANN25-000009 and SPP25-000012
Date: Sunday, January 4, 2026 6:33:24 PM

To the Caldwell Planning & Zoning Commissioners:

Please deny the annexation and preliminary plat for the Summit Grove subdivision as proposed as it will negatively impact the existing neighborhood. The Summit Grove proposal, which allows for 32 attached building lots on 4.63 acres, is in drastic contrast to the current neighborhood which consists of single-family homes, most on at least 0.25 acres, but some with much larger lots. This area is not walkable to any commercial services so new homes will rely on cars, generating a great deal of traffic on Dorman, Linden & Ustick. A development with lower-density, single-family housing would be a much better fit for this project to preserve the character of the neighborhood.

The land in question is surrounded by (R-1) lower density, single-family houses/zoning on all four sides. Should the proposed zoning of this parcel become R-2, there is concern the land could be sold to a third party and higher density (R-2 compatible) structures could readily be considered under this new designation. If the Commission permits the zoning change, please consider conditional language regarding the future possible uses of this parcel.

Finally, at a time when Caldwell is struggling to keep up with infrastructure and services, potential annexations deserve cautious examination.

Thank you for your consideration.

Sincerely,

Jenny W Howe
16121 W. Linden St.
Caldwell

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From:	Roger Howe
To:	PZ
Cc:	rthowe@gmail.com
Subject:	comment on ANN25-000009. SPP25-000012
Date:	Sunday, January 4, 2026 10:05:34 AM

Dear P&Z Commissioners,

I would like to object to the Summit Grove high-density subdivision proposed by SI Construction LLC, which would put 32 building lots on only 4.63 acres on the east side of Dorman Avenue only 108 yards south of West Linden Road. This very high density is completely out of place in this neighborhood of single family homes. The subdivision will also significantly increase traffic on Dorman, West Linden, and Ustick.

I also understand that the subdivision's water supply will be from a single very large well, which is a serious concern for the wells of existing homes in the area. In summary, I urge you to reject the proposed R-2 zoning of this annexation and to require that the developer resubmit a plan to develop it under R-1 zoning.

Sincerely,

Roger Howe
16121 W. Linden St., Caldwell

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From: bpike@q.com
To: PZ
Subject: DENY CASE NUMBER ANN25-000009, SPP25-000012
Date: Monday, January 5, 2026 4:21:16 PM

Please deny the request to annex the above stated property into the city of Caldwell and to rezone this property to a R-2. I live in a nice Quail Meadow Loop subdivision and do not want to have a senior or low-income housing complex near our neighborhood. Our property values would go down and we would have shabby, congested neighborhoods all around our nice community on Quail Meadow Loop. It would add too much traffic and parking on Dorman making it unsafe for those that live here. This would also put too much usage on our irrigation water that feeds all the houses on and off Dorman. With all the building going up on Farmway and Linden Street our ambulance and fire services are already stretched too thin.

Please DO NOT approve this planning and zoning request. The 38 homeowners in the Quail Meadow Homeowners Association do not want this to occur.

Thank you!

Respectfully submitted,

Barbara Pike
Secretary, Quail Meadow Homeowners Association, Inc.
2722 Quail Meadow Loop
Caldwell, ID 83605
208/454-1820

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From: Earl Tuttle
To: PZ
Subject: Dorman subdivision
Date: Wednesday, December 31, 2025 2:38:19 PM

To whom it may concern.
I see we have a notice of public hearing on a zoning change for the 4.63 acre subdivision on Dorman street
I am a neighbor who will be directly affected if this zoning is changed to apartments. I have no complaints about single family housing as is all around that field right now. To pack in 32 units of potential low income housing would be catastrophic for our subdivisions. Quail meadows and the houses around that field are medium high value homes which is why we chose to live here. If you want to see the difference go to Manchester subdivision and see the cars piled on the streets looking unkept and low value.
Please do not change the zoning from single family homes to low quality apartments. Would you like low income housing to be built in your backyard? I'm sure theft and crime will accompany this and who can be held accountable? The developers? The builders? Or the planning and zoning? Who do we send the bills to when homes are broken into and goods stolen or damaged.
Keep the flow of Dorman street as single family homes and not future slums for Caldwell! Please!
Earl and Rene Tuttle
923 Quail Pl
Caldwell ID 83605
907-738-1696

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From: bpike@q.com
To: PZ
Subject: Fw: Case Number: ANN25-000009, SPP125-000012
Date: Monday, January 5, 2026 5:53:07 PM

Caldwell Planning and Zoning Department:

Please do not allow this plan to happen next to my subdivision. I have lived here for over 20 years and I don't think we have enough room for 31 single family attached buildings. Too much congestion in such a small area. My property values would drop. My irrigation water is already at full capacity. I know the home owner who sold this property would never have sold it to this person, knowing what they are going to do. Most of the people in this subdivision weren't notified about this. They know now, because our HOA informed them. I think you need to change the ruling of notifying people within 500 feet, to something much greater. Like the total surrounding area. The subdivision next to the site. I just voted in this last election hoping things would change in this city. Please make it happen. Think of the people affected by this change. Have them build this somewhere else, It won't work here.

Sincerely, Bill Pike

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From: Jeff Snell
To: PZ
Subject: Fwd:
Date: Wednesday, December 31, 2025 2:45:31 PM

---------- Forwarded message ---------
From: **Jeff Snell** <jrsdetail36@gmail.com>
Date: Wed, Dec 31, 2025, 2:12 PM
Subject: Re:
To: Shelley Tabor <tabor.shelley@gmail.com>

I just wrote that out quickly I have to look at it and look for mistakes but in general is that too much of my feeling and not enough fact because she was just rattling off fax to me real quick that would probably be better suited for an email to the city planning but trust and believe I'll send many of them.?

On Wed, Dec 31, 2025, 2:11 PM Jeff Snell <jrsdetail36@gmail.com> wrote:

> ---------- Forwarded message ---------
> From: **Jeff Snell** <jrsdetail36@gmail.com>
> Date: Wed, Dec 31, 2025, 2:10 PM
> Subject:
> To: <PZ@cityofcaldwell.org>
>
> To whom it may concern:
>
> I'm making contact with you to express my concerns and distaste for the future project located near the intersection of W.Linden st. and Dorman Ave. East side of Dorman Avenue 325 ft south of the intersection of West Linden Street and Dorman Avenue purchased and proposed by Taylor Schmidt of Si Construction llc. Case number ann25 -000009, spp-000012 parcel number r27 998-00000 Caldwell ID. 83605. There are so many concerns that I have I can't even imagine where I should start. It is a very small parcel of land for as many units as being planned to be built there. This in my mind brings water concerns fire concerns parking and traffic concerns as well as my understanding that the zoning has been or is in the process of being changed. This project was first as far as I know and was told supposed to be 3 or 4 residential houses it's now turned into a 32 unit jam-packed nightmare that's going to be located basically in my backyard. Bait and switch are the words that come to my mind. three or four houses was an unwelcome thing but reasonable now I'm being told that the zoning was now changed and now we're looking at a huge eyesore with all kinds of unreasonable stresses and strains being put on the existing residents in the surrounding area, as well as essential and precious resources being ripped from residents that have been here for many many years who pay their taxes who pay their utilities people who have made this community what it is who are now in my mind being slapped in the face with as much building as we can possibly Jam in one little spot. I am concerned with my property value as I know for sure there are houses in these neighborhoods that have been on the market for a year or better that cannot be sold because no one wants to buy a house next to a 32 unit rental property and let's face it a houses in Southwest Idaho anywhere else are selling at

> record speed. I wanted to get this email in as soon as possible trust and believe that I will do my homework and they'll be many more emails to come not only from myself but from all my neighbors as my neighbors feel the same way we are strongly opposed to the future project as I believe any reasonable person would that owned a home here would be and from the stir that I've seen so far I'm not wrong in saying we will fight this with every resource we have to not let this be a reality . For working people the most major investment they have in their life is their home and I think it begs the question where is the future of this city going. I understand about progress and the betterment of the city but I think we really have to ask ourselves if this is a move for the betterment of the city or the betterment of the bank accounts of a couple people who want to build this beautiful place to capacity. In my mind the answer is very simple it doesn't benefit me or my neighbors whatsoever in fact it's quite the opposite and I think we need to take a hard look at this issue.

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From: mike.mckinney
To: RZ
Subject: I oppose the zoning of parcel r2799800000 to a status of R-2
Date: Monday, January 5, 2026 3:14:15 PM

> It has come to my attention that a new zoning proposal is near my current home and it will affect myself and my neighbors with unnecessary additional traffic and occupancy issues. After recent conversations with close neighbors, friends and legal counsel, I oppose the zoning of parcel r2799800000 to a status of R-2.
>
> From what I understand after a detailed discussion with legal counsel and neighbors about the R-2 zoning change, is that the R-2 zoning allows the builder, Taylor Schmidt of SI construction, the ability to alter the original subdivision family home (single home .25 acres lot) setting to a more crowded townhouse or apartment home type arrangement. This change to the R-2 zoning adds increased traffic and occupancy to a quiet and peaceful neighborhood and is not appealing to the current neighborhood development and surrounding area. I do not feel that the builder has the authority to make these alterations after the R-2 zoning status is completed and approved by a city planning council. This is a life style action approved by committee members that do not reside in the current area and is opposed by the current neighborhood occupancy. This change does affect us and we are in opposition of this change.
>
> Myself and my current neighbors are not opposed to the development of single family homes on .25 acres lots and find that this type of development is consistent with the current area development. The smaller amount of traffic and occupancy congestion will not overwhelm the current road usage and will stay current with our appealing home style peace and quiet environment as we purchased when we moved in to our homes.
>
> The construction company should not have the right to request a R-2 zoning just so they can alter the dwelling and occupancy of the stated property so they can build more housing in a smaller area for increased profits. The zoning should remain as stated in the original agreement with smaller single family homes on lots and not apartment or townhouses. I do not want profit over my peace from a city council planning committee who is not impacted by this decision. Your committee decision changes my life and not yours. Your committee decision would certainly be different if you lived on in this impacted area. Homes not apartments. No profits over peace.
>
Sincerely,

> Mike McKinney
> 2615 Marshal Pl
>
And

Bev Cuellar
2623 Marshall Pl

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From:	lwaterman@webmail.us
To:	PZ
Subject:	Oppose R2 designation for parcel R2799800000, Case ANN25-000009, SPP25-00001
Date:	Monday, January 5, 2026 11:38:50 PM
Attachments:	Petition opposing rezone of r2799800000-1st draft.pdf

Caldwell Planning and Zoning Commission
Concerning Case Number ANN25-000009, SPP25-000012

Commissioner Debbie Geyer
Commissioner Shawn Harman
Commissioner Dave Larson
Commissioner Phil Whitbeck
Commissioner Aaron Vance

Greetings:

I would like to express my strong opposition to rezoning parcel R2799800000 to an R2 designation. The whole area surrounding this parcel is R1 and agricultural, and this new designation would be fundamentally out of place with the current use. I have myriad concerns:

1. Dorman is a narrow street - traffic will certainly increase
2. The proposed housing will be significantly higher density and lower value per unit than existing homes, hurting the value of existing homes
3. The water table will almost certainly be drawn down
4. At the time of purchase, current homeowners had an expectation of the kind of area in which they would be living. An R2 designation will fundamentally alter the area.
5. The increased need for services and infrastructure will almost certainly lead to an increase in taxes for existing home owners. Development virtually never pays all of its own way.

We started late in talking to neighbors about this issue. Nevertheless, the attached petition reflects an overwhelming opposition to the proposal to allow this parcel to be changed to an R2 designation. We anticipate petitions with many more names will be presented at the meeting on January 14. We are in hopes that you as a commission will listen to the concerns of the neighbors, many of whom have lived in this area for decades and wish to preserve kind of neighborhood we have come to enjoy.

Thank you for your attention to this matter.

Sincerely -
Lin Waterman

1215 W Linden Street
Caldwell, ID 83605
208-861-3836

Comments to Caldwell Planning and Zoning Commission

RE: Case Number ANN25-000009, SPP25-000012

TO: Caldwell Planning and Zoning Commissioners:

Thank you for the opportunity to comment regarding the annexation of (1) parcel (R2799800000) proposed zoning of R-2.

I am in **opposition** to the current proposal to zone this parcel from agriculture to R-2.

The area in which the developer wants to build a residential subdivision with 32 building lots does not fit into our neighborhood. The area where we live, consists of large lots with one home, or smaller lots with a single home and a garage.

1) The impact that 32 units will have on noise, traffic and parking, will adversely impact homes on Linden, Marshall Place, Dorman Street, and Quail Meadows subdivision. Neither Linden or Dorman Street (which are narrow roads) are equipped to accommodate the increase in traffic from 32 units. All the lots surrounding the proposed development are large lots providing residents a quiet neighborhood. By allowing the developer to add that many units in such a small space will adversely impact the quality of life that each of us purchased when we bought our homes (decades ago for many of us).

2) The developer's attorney communicated to home owners that his development and the development he is proposing across the street on 14 acres, where he wants to build an additional 66 units, **will in fact drop the water table**. Dropping the water table will adversely impact all of the home owners on Linden and Dorman who have wells.

When a homeowner decides to purchase a home, location is at the top of the list. We bought our home in this area because it was the place we wanted to raise our kids. My husband was raised in this home, surrounded by agricultural land and homes sitting on large lots. We and our neighbors bought our homes here because we wanted a farm/agriculture surroundings. **We all bought our properties in good faith, trusting that the zoning in this area would stay firm (either agriculture or R-1).**

The developer that purchased the property knew it was zoned agriculture and everything around it is zoned R-1. Please maintain the current zoning standards in this area by not allowing high density housing units to be built.

Please oppose the zoning of R-2 for this parcel.

Kind regards,
Tereasa Waterman

A Petition to the Mayor of Caldwell, the Caldwell City Council and the Caldwell Planning and Zoning Commission:

We, the undersigned, oppose the rezoning of parcel r2799800000 to an R2 designation. We ask that the Mayor of Caldwell, the Caldwell City Council, and the Caldwell Planning and Zoning Commission oppose any request to change the designation of this parcel to R2.

Multiple reasons exist for this request, including lower water tables, insufficient street capacity/parking, increase in taxes for more schools, police, fire protection, increased noise, decline in property values, incompatibility with current R1/agricultural designation of our neighborhood.

	Signature **Printed Name**	**Address** **Phone/Email**
1.	Karl Zimmer Karl Zimmer	dirtytogs@gmail.com (208) 313-2289 3322 Dorman Ave Caldwell ID 83605
2.	Tamera Zimmer Tamera Zimmer	tamera.zimmer@gmail.com 3322 Dorman Ave. Caldwell, ID
3.	Kaymen Zimmer Kaymen Zimmer	Kdawg7205@gmail.com 3322 Dorman Ave
4.	Jonas Zimmer Jonas Zimmer	3322 Dorman Ave
5.	Morgan Sneed Morgan Sneed	
6.	Sharon Claborn Sharon Claborn	3944 Dorman Ave
7.	Marc Claborn M	3944 Dorman Ave
8.	Margaret M Waterman	4403 Middlesboro Way
9.		

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	Signature **Printed Name**	**Address** **Phone/Email**
1.	John A. Nevers	3451 Dorman Ave.
		986 224 1057 neversplace@gmail.com
2.	Diane L Nevers	3451 Dorman Ave
	Diane L. Nevers	505-507-6495 diane.nevers@gmail.com
3.	Malachi conant	3451 Dorman Ave Caldwell
	Malachi Conant	
4.	Ben Conant	3451 Dorman Caldwell
	Ben Conant	
5.	Janelle yurth	3401 Dorman Ave Caldwell
	Janelle Yurth	206-399 8882
6.	Melisa Headrick	3401 Dorman Ave Caldwell
	Melisa Headrick	
7.	Nathan Yurth	3401 Dorman Ave. Caldwell
	Nathan Yurth	
8.	DAVID HEADRICK	3401 DORMAN AVE CALDWELL
	David	206-321-1028
9.	Jennifer Sellin	3314 Dorman Ave
		Jenzen2 yahoo.com 208.455.8525

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	Signature **Printed Name**	**Address** **Phone/Email**
1.	Tereasa Waterman Tereasa Waterman	1215 W Linden St tdwater@agatemail.com 208-861-2295
2.	Christopher Altwer 	3308 Dorman ave 208-740-4864 cmaltwer2023@outlook.com
3.	Nicae Altwer Nicae Altwer	3308 Dorman Ave 2087897134 Naltwer@outlook.com
4.	Wayne Hunter WAYNE Hunter	3323 Dorman Ave. 208-499-[illegible] Wayne.Hunter@WSECO.com
5.	Jessica Hunter Jessica Hunter	3323 Dorman Ave
6.	Rebecca Hunter Rebecca Hunter	3323 Dorman Ave.
7.	Carol Hill 	3408 Dorman Ave.
8.	Scott Hill 	3408 Dorman Ave.
9.	Mike Wallace Mike Wallace	3512 Dorman Ave

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	Signature **Printed Name**	**Address** **Phone/Email**
1.	Mike McKinney Mike McKinney	2615 Marshall Pl, Caldwell Mmckinney22@hotmail.com
2.	Terry Ruelas	2505 Marshall Pl, Caldwell, ID 83605 208-863-5500
3.	Sandra Dodson Sandra Dodson	2400 Marshall Ave. Caldwell, Id. 83605 208-869-4811
4.	Hailey Koeppl	2323 Marshall Ave Caldwell ID 83605
5.	David W Jones	901 Pennfield Place Caldwell
6.	Bev Cuellar	2623 Marshall Pl. Caldwell 208-283-8182
7.	Susan Waterman Susan Waterman	16455 W Linden St. Caldwell 208-989-0478 Susansmithwaterman@gmail.com
8.		
9.		

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	Signature **Printed Name**	**Address** **Phone/Email**
1.	Melodi Horrell Melodi Horrell	2815 Quail Meadow Loop (208) 454-8858
2.	Ray Horrell Ray Horrell	2815 Quail Meadow Loop (208) 454-8858
3.	Linda McDalyp Betty Renstrom	(208) 880-0629 2821 DORMAN
4.		
5.	Warren Waterman Warren Waterman	16455 W. Linden St. 208 989 0479 info@idahoss.com
6.		
7.		
8.		
9.		

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	Signature **Printed Name**	**Address** **Phone/Email**
1.	Jennifer Merritt Jennifer Merritt	2815 Dorman Ave Caldwell. jmerb9@msn.com
2.	Brad Crenshaw	bradcrenshaw@yahoo.com 2909 Dorman Ave
3.	Marlene Robertson Randy Seaward	2909 Dorman Ave. 2916 Quail Meadow Loop
4.	Misael Villa	2920 Quail meadow Loop Caldwell ID 83605
5.	Yessenia Espinoza Yessenia Espinoza	2920 Quail meadow Loop Caldwell ID 83605
6.	MARLEN FLORES Marlen Flores	2917 QUAIL MEADOW LOOP CALDWELL ID 83605
7.	DAVID FLORES David Flores	2917 QUAIL MEADOW LOOP CALDWELL ID 83605
8.	Krystal Deal Krystal Cadby	2914 Quail Meadow Loop 2912 Quail Meadow Loop
9.	Dickie Atkinson	1014 Codey Ct, Caldwell 1014 Codey Ct. Caldwell

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	Signature **Printed Name**	**Address** **Phone/Email**
1.	Sheree Wallace Sherri Wallace	3512 Dorman Ave. Cald. ID.
2.	Robert W Lamm Robert W Lamm	3520 Dorman Ave Caldwell ID
3.	Marcia Ricks Marcia K Ricks	3520 Dorman Ave Caldwell
4.	Jennifer Pilato Jennifer Pilato	3606 Dorman Ave Caldwell ID
5.	Hollon Pilato	3606 Dorman Ave, Caldwell ID
6.	Viktorija Martinaitis	3607 Dorman, Av, Caldwell
7.	Giedrius Martinaitis	3607 Dorman Av, Caldwell
8.	Rod Thompson Rod Thompson	3515 Dorman Ave Caldwell
9.	Meghan Conant MConant	3451 Dorman Ave, Caldwell

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	Signature **Printed Name**	**Address** **Phone/Email**
1.	Liz Waterman Liz Waterman	1215 W. Linden, Caldwell 208-861-3836 LWatterman@Webmail.us
2.	Gail Gordon Gail Gordon	2510 Marshall Pl Caldwell 208-841-3548
3.	Merri Gordon	2510 Marshall PL Caldwell 208-841-3573 gmerri@hotmail
4.	Amber Muller-Sims 208 800 9589	1005 W. Linden St, Caldwell, ID wearethemullers@hotmail.com
5.	Richard Sims	1005 W. Linden St. 208-789-5626 marriedsims@gmail.com
6.	Roger T. Howe ROGER T. HOWE	16121 W. LINDEN ST., CALDWELL (408) 656-1035 rthowe@gmail.com
7.	Jenny W. Howe	16121 W. Linden St., Caldwell (408) 656-1041 jwhowe@gmail.com
8.		
9.		

City of Caldwell

ATTN: Mayor Eric Phillips

P.O. Box 1179

Caldwell, ID 83606

January 27, 2026

Dear Mayor Eric Phillips;

My husband and I attended the City of Caldwell Planning and Zoning Commission Public Hearing for Case Number: ANN25-000009, SPP25-000012. We were greatly disappointed that even after so many comments about safety of walkers on a narrow road such as Dorman and all of the surrounding areas off of Dorman being a residential status, the builder was granted approval to build his 31 unit complex next to our neighborhood. Many opposing comments were made and 140 opposing signatures were turned in.

Please take a look at the photos I have enclosed on a complex just like the one the builder wants to build here off Dorman. The units are jammed packed, cheap and ugly with no sidewalks or landscaping (unless you count a single tree and a 6x6 patch of lawn). There is no parking, so if any of these units have a visitor or a birthday party, all the cars will be parked out on Dorman. The cars parked on Dorman makes it extremely unsafe to pull out onto Dorman because you can't see around the parked cars. The 31 units will only add more traffic making it even more unsafe for everyone living here!

Those of us that live here off Dorman are proud of our nice homes, front yards, backyards, gardens and nice landscaping. No one wants to have a BBQ in their backyard and hear 15 air-conditioning units just over their fence popping on and off all summer.

Please, please keep the proposed area as residential and deny the builder the approval to build his 31 crammed in units next to our nice neighborhoods. The builder can build his crammed in units next to an apartment complex and no one would care.

Single family dwelling with front yards and landscaping would be acceptable, but please not the 31 ugly units.

Thank you so much for your help in allowing this to NOT happen.

Respectfully submitted,

Barbara Pike

Barbara Pike, Secretary of the Quail Meadow Loop HOA, Inc.

2722 Quail Meadow Loop

Caldwell, ID 83605

Public Comment





From: Morgan Bessaw
To: Joe Dodson
Subject: FW: Please place this in the Summit Grove Subdivision packet
Date: Tuesday, February 10, 2026 3:57:51 PM
Attachments: image001.png

CALDWELL™
COMMUNITY DEVELOPMENT
Planning & Zoning Division
Morgan Bessaw, AICP, CFM
Deputy Director
205 S 6th Ave • Caldwell, Idaho 83605
www.cityofcaldwell.org • (208) 455-4594

From: Laura Shannon <lauraleeshannon@gmail.com>
Sent: Sunday, February 8, 2026 11:43 PM
To: Morgan Bessaw <mbessaw@cityofcaldwell.org>; Katie Wright <kwright@cityofcaldwell.org>
Subject: Please place this in the Summit Grove Subdivision packet

Hi Morgan and/or Katie! Please place this email in the Summit Grove Subdivision packet. I would appreciate a quick response so I know it made its way to you. Thank you!!!

Laura Shannon
4707 Middlesboro Way
Caldwell, Idaho 83607

February 8, 2026

Dear Mayor, City Council Members and Staff,

Please deny the Summit Grove Subdivision, a potentially spot zoned project that is incompatible with the surrounding area.

January 14, 2026, I attended the P&Z hearing for Summit Grove and noted the following inconsistencies and inaccuracies:

(1) The terms "55+ **targeted** housing" and "55+ **restricted** housing" were used

interchangeably.
Both terms were used throughout the Summit Grove presentation; it was stated that Summit Grove ownership would be exclusive to those age 55+, but that occupancy would be open to all ages. The Master Land Use Application (pages 10, 27 and 29) and the neighborhood meeting flier specify Summit Grove as **restricted** 55+ housing. I question the legality of this claim when the applicant does not intend to comply with **HOPA (Housing for Older Persons Act of 1995)** regulations.

Each of these terms has a distinct definition. "**55+ targeted housing" is a marketing term** which implies the design & amenities of said housing might appeal to those over age 55; there are no legal age restrictions on those who can purchase or occupy these housing units. " **55+ restricted housing" is a very specific legal term** which allows for age & familial discrimination in communities which adopt HOPA regulations, which include a ban on permanent residents under age 18, the requirement that 80% of units have a resident 55 or older, and policies for ongoing age verification of residents.

At what point does a project become misleading if it claims to be a "55+ targeted" community, but has no real amenities for senior citizens? ....No clubhouse, no ADA features, and no proximity to essential services. 55+ projects seem to get special treatment regarding permitted locations, allowed densities, and reduced parking requirements. While Caldwell could definitely use 55+ restricted (HOPA) housing, standard residential projects such as Summit Grove deserve no favored status in the land approval process.

(2) Summit Grove was identified as being in the "Farmway Corridor" (P&Z Meeting 4:15)
In fact, Summit Grove is not adjacent to, nor does it have access to Farmway. Instead, its access is onto Dorman Avenue which is classified as a local, semi-rural road. This developer's future plans west of Dorman, together with Summit Grove, could potentially result in 100 new homes dumping traffic onto Dorman. Add to that, their creation of a new exit point from Manchester Park Subdivision, and this kind of vehicular impact on Dorman Avenue deserves a traffic study if it receives future consideration.

(3) The neighborhood was portrayed as a walkable one, with a nearby school. (P&Z 9:56 - 13:30)
In fact, Zillow gives the house at 2615 Dorman a walkability score of 3/100. A walk to Wilson School, would entail navigating busy streets with intermittent sidewalks. There are no stores nearby, there are no businesses nearby, there are no parks nearby.

(4) The difference between R1 and R2 zoning was minimized.

This parcel is within the Neighborhood 2 Placetype, which allows for R1 (neighborhood low density) or R2 (community medium density) housing. From the **Comprehensive Plan (p. 25) "... less dense housing is found in areas away from major roadways...**", such as Dorman Avenue and Manchester Drive. This development is surrounded on all 4 sides by R1 and county rural land; to avoid effectively spot zoning this small pocket of land in an established R1 neighborhood, a zoning designation of R1 is reasonable.

An R1 zoning would be compatible with **City Code 10-05-02** to "...**maintain the desired physical character of existing and developing neighborhoods**." And to "...**ensure that new development is compatible with the city's many neighborhoods." *****

*****10-05-02: DISTRICTS:**

(1) Intent: Caldwell's residential (R) zoning districts are primarily intended to create, maintain, and promote a variety of housing opportunities for individual households **and to maintain the desired physical character of existing and developing neighborhoods**. While the districts primarily accommodate residential use types, some nonresidential uses are also allowed. The R district standards provide development flexibility, while at the same time helping to **ensure that new development is compatible with the city's many neighborhoods**. In addition, the regulations offer certainty for property owners, developers, and neighbors about the limits of what is allowed.

Thank you for your time & consideration!

Sincerely,
Laura Shannon

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EXHIBIT 5:

MINUTES OF PLANNING AND ZONING COMMISSION HEARING

PLANNING AND ZONING COMMISSION
MEETING MINUTES
Thursday, January 14, 2026 @ 6:00 pm
City Hall, Council Chambers, 205 S. 6th Ave, Caldwell, Idaho

Vice Chair Harman called the meeting to order at: 6:00pm.

ROLL CALL

Present: ☐ Geyer ☒ Harman ☒ Larson ☒ Vance ☐ Whitbeck
Absent: ☐ Geyer ☐ Harman ☐ Larson ☐ Vance ☐ Whitbeck
Quorum Present: ☒Yes ☐ No

CONFLICT OF INTEREST DECLARATION (if any).

Vice Chair Harman asked if there were any conflict-of-interest declarations.
There were none.

SPECIAL PRESENTATIONS.

There were none.

CONSENT CALENDAR: (ALL CONSENT CALENDAR ITEMS ARE ACTION ITEMS)

1. Approve minutes for the Caldwell Planning and Zoning Commission for the December 10, 2025, hearing.

MOTION BY: ☐ Geyer ☐ Harman ☒ Larson ☐ Vance ☐ Whitbeck
SECONDED BY: ☐ Geyer ☐ Harman ☐ Larson ☒ Vance ☐ Whitbeck

MOTION CARRIED

REVIEW OF PROCEEDINGS (OPENING STATEMENT)

Vice Chair Harman opened the public hearing and outlined the public hearing procedures.
Vice Chair Harman proceeded to public hearing items on the agenda.

OLD BUSINESS:

None

NEW BUSINESS

1. **ACTION ITEM: Public Hearing for Case Number ANN25-000009, SPP25-000012:** The applicant, Taylor Schmidt of SI Construction LLC, is requesting annexation of one (1) parcel (R2799800000) with a proposed zoning of R-2, where the current City comprehensive plan future land use map place type is Neighborhood 2. Additionally, the applicant is requesting approval of a preliminary plat for Summit Grove Subdivision, a residential subdivision with 32 total building lots (31 single-family attached building lots and one (1) single-family detached building lot for the existing home). The 4.63 acre development is located on the east side of Dorman Avenue, approximately 325 feet south of the intersection with W. Linden Road.

   Applicant Presentation:
   Applicant, Matthew Parks, ADDRESS, presented the applicant's request by use of a PowerPoint presentation:
   - Introduction and Project Overview
   - Single level, single-family attached town homes
   - 2-3-4 unit homes
   - R-2
   - Age in place homes

- Market rate project
- Units for sale
- Proposed 6.9 du/acre
- Comp Plan
- Age targeted design
- Traffic Impact Study not required

Staff Presentation:

Principal Planner, Joe Dodson, 205 S. 6th Ave., Caldwell, Idaho presented the staff report by use of a PowerPoint presentation. He noted:

- Site location
- Approved developments in area
- Meets comp plan - Neighborhood 2
- Applicant Request
- Town homes are permitted by right – no special use required
- Complies with zoning and dimensional standards
- Access and Public Services
- No traffic impact study required – only 32 single family homes
- Public Hearing Notifications – Highway District 4 and ITD
- Public Notifications – multiple in opposition
- Planner observations regarding public notifications:
    - 2040 comp plan no longer in place
    - City zoning vs county zoning
    - Schools
    - Water table not affected

Commission Questions for Staff and Applicant:

- 31 lots + existing single family detached = 32 total sf homes
- 11 physical structures
- All single story
- 40 ft is maximum height – these are lower than that
- Lot sizes are over required lot size
- No specific ADA compliant homes will be built
- Requiring age 55+ ownership per CC&Rs
- Required to follow building codes which do not include ADA
- Difficult to regulate age for P&Z but CC&Rs can help
- No turn lanes on Dorman
- Traffic Impact Studies are triggered at 100 dwelling units

Public Testimony:

Anita McNeil, 3215 Dorman, Caldwell, ID 83605, spoke in opposition of the application.

- Traffic on Dorman
- Water
- Children in neighborhood.
- Emergency traffic during busy time

Wayne Hunter, 3323 Dorman Ave, Caldwell, ID 83605, spoke up in opposition of the application.

- Parking for residents
- Zoning

- Rural atmosphere
- Water table
- Density
- Traffic
- Roads

Teresa Waterman, 1215 W Linden St., Caldwell, ID 83605, spoke in opposition of the application.

- Petition from neighbors asking for denial
- Zoning
- Density
- Comp plan

Lin Waterman, 1215 W. Linden St. Caldwell, ID 83605, spoke in opposition of the application.

- Property values
- Traffic Impact Study
- Zoning to R-1
- Density
- Water

Staff Joe Dodson clarified the former zoning of R-1 was 3 units/acre but the new R-1 doesn't dictate that. He added the future land use articulates density. This subdivision is in Neighborhood 2 and R-1 zoning does not equate to a significant amount of fewer homes on the property.

Brad Crenshaw, 2909 Dorman Ave, Caldwell, ID 83605 signed up in opposition of the application.

- There's another subdivision coming in across the street.
- Irrigation
- Future homeowners can rent out space that don't fit the 55+ demographic.

Gail Gordman, 2510 Marshall Pl., Caldwell, ID 83605, signed up in opposition of the application.

- Stipulation of who rents homes as well
- Zoning R-1

Jennifer Merritt, 2815 Dorman Ave. Caldwell, ID 83605, signed up in opposition of the application.

- Density
- Farmway traffic
- Traffic

Randy Seward, 2916 Quail Meadow Loop, Caldwell, ID 83605, signed up in opposition of the application.

- Zoning
- City accountability
- Infrastructure

Mr. Seward asked staff some questions. City Engineer Hallie Hall and Principal Planner Joe Dodson addressed the following:

- Public Record Request for further information
- State laws vs City laws
- Construction standards

Laura Shannon, 4707 Middlesboro, Caldwell, ID 83605, signed up in opposition of the application.

- R-1 density – can commission overrule code?

Bill Pike, 2722 Quail Meadow Lp. Caldwell, ID 83605, signed up in opposition of the application.

- Traffic

- Home values
- Homeowner of larger lot was unaware of what buyer was going to do

Christopher Altuer, 3308 Dorman Ave., Caldwell, Idaho 83605, signed up in opposition of the application.

- Traffic safety
- Children on roads

Susan Waterman, 16455 W. Linden St. signed up in opposition of the application.

- Traffic impact study question for staff.

City Engineer, Hallie Hart spoke to these questions:

- Other subdivisions coming in are not considered
- Use other tools to consider traffic.

Carol Eakin, 2107 Bristol Ave. Caldwell, Idaho 83651, spoke in opposition of the application.

- Developer integrity
- Traffic
- Owner homes turned into rental properties

Andrew Haws, 921 Windsong Ct, Caldwell, ID 83605, spoke in opposition of the application.

- Infrastructure
- Home values
- Traffic safety
- Can you request a traffic impact study?
- Public safety

Applicant Rebuttal:

Matthew Parks, NAME, presented the applicant's rebuttal and stated:

- Project is supported by the FLUM
- Density is same regardless of zoning
- Comp plan has recently been changed
- Not low income
- Well planned project
- Lack of infrastructure has been addressed
- Little to no impact with tax industry
- No comment from outside agencies
- Parking – attached garages and driveways are in plan
- Deceit didn't happen because there was a previous buyer before them
- Density – minimal difference between R-1 and R-2
- Traffic has S curve which is designed to slow traffic

Questions for applicant and staff:

- Define difference between R-1 and R-2
  - Low density/home size does not mean bigger taxes
  - Lot size does not help infrastructure problem
- Traffic Impact Study
  - Engineering can request TISs if major road is heavily impacted (such as Ustick and 10th)
  - Commission can request it as well
  - Options for conditions in asking for TIS

DRAFT

- Vice Chair Harman addresses their role in making this decision is a recommendation and they make their decision based on land use laws.
- Farmway construction completion date projected in spring. Development additions mean roadway improvements to be done by the developers, which will trigger new construction on Farmway.
- Home values
- Sidewalk improvements along Dorman
- Subleasing conditions would be against Idaho land use laws
- Commission can't do anything about schools
- Roads are improved by the developers; not the city
- Dorman is maintained by Highway District 4
- Residents can ask traffic commission for road safety improvements
- Age restriction clarification
    - CC&Rs are going to have age restriction requirement
    - HOA board will regulate the CC&Rs
    - Can have the city supervise the age provision through Code Compliance

City Engineer Hallie Hart followed up by clarifying local roads.

- Dorman is a local road
    - Level of Service was not completed for local roads.
    - LOSs are not up to the city; it's a state decision.
    - TISs are paid for by the developer.
    - Meant for impacts caused by the property development

Motion to close public discussion:

MOTION BY: ☐ Geyer ☐ Harman ☒ Larson ☐ Vance ☐ Whitbeck
SECONDED BY: ☐ Geyer ☐ Harman ☐ Larson ☒ Vance ☐ Whitbeck

MOTION CARRIED

Evidence List:

Sign-up sheets
Exhibit 1

Commission Discussion and Deliberation:

- Current landowner is different from the previous owner
- That plat expired previously
- Add condition of 55+
- Density in R-1 and R-2 zone is not very different
- Condition of change zone from R-2 to R-1 zoning district
- Concerns of spot zoning but surrounding area shows R-1
- Neighborhood 1 is different from R-1.
    - Neighborhood 1 is a comp plan land use designation
    - R-1 is a zone within the comp plan
    - The comp plan is designated Neighborhood 2 and is not currently being considered for vote.

ORDER OF DECISION:

Based upon the testimony and evidence in record in this matter, and upon the findings of fact and conclusions of law set forth herein, do hereby determine and move as follows:

☐ Geyer ☐ Harman ☐ Larson ☒ Vance ☐ Whitbeck

MADE A MOTION AS FOLLOWS:

The request is recommended for approval with the condition of changing the zoning designation from R-2 to R-1 and the CC&Rs include 55+ ownership of properties.

THE MOTION WAS SECONDED BY

☐ Geyer ☒ Harman ☐ Larson ☐ Vance ☐ Whitbeck

ROLL CALL VOTE:

Geyer	☐ Yes	☐ No
Harman	☒ Yes	☐ No
Larson	☐ Yes	☒ No
Vance	☒ Yes	☐ No
Whitbeck	☐ Yes	☐ No

MOTION CARRIED

2. **ACTION ITEM:** Election of Planning and Zoning Chairperson.

Moved by Vance, Seconded by Harman to elect Commissioner Harman as Chair.

ROLL CALL VOTE:

Geyer	☐ Yes	☐ No
Harman	☒ Yes	☐ No
Larson	☒ Yes	☐ No
Vance	☒ Yes	☐ No
Whitbeck	☐ Yes	☐ No

MOTION CARRIED

3. **ACTION ITEM:** Election of Planning and Zoning Vice Chair.

Moved by Harman, Seconded by Vance to elect Commissioner Larson as Vice Chair.

ROLL CALL VOTE:

Geyer	☐ Yes	☐ No
Harman	☒ Yes	☐ No
Larson	☒ Yes	☐ No
Vance	☒ Yes	☐ No
Whitbeck	☐ Yes	☐ No

MOTION CARRIED

ADJOURNMENT

DRAFT

MOTION BY: ☐ Geyer ☐ Harman ☐ Larson ☒ Vance ☐ Whitbeck
SECONDED BY: ☐ Geyer ☐ Harman ☒ Larson ☐ Vance ☐ Whitbeck
to adjourn the meeting.

MOTION CARRIED

Meeting adjourned at: 19:53 pm

APPROVAL OF MINUTES

Respectfully submitted by Sarah Davis, Planning and Zoning, Planning Technician

MINUTES APPROVED AND SIGNED BY CHAIR HARMAN: on the date noted below.

_____
Chair Planning and Zoning Commission

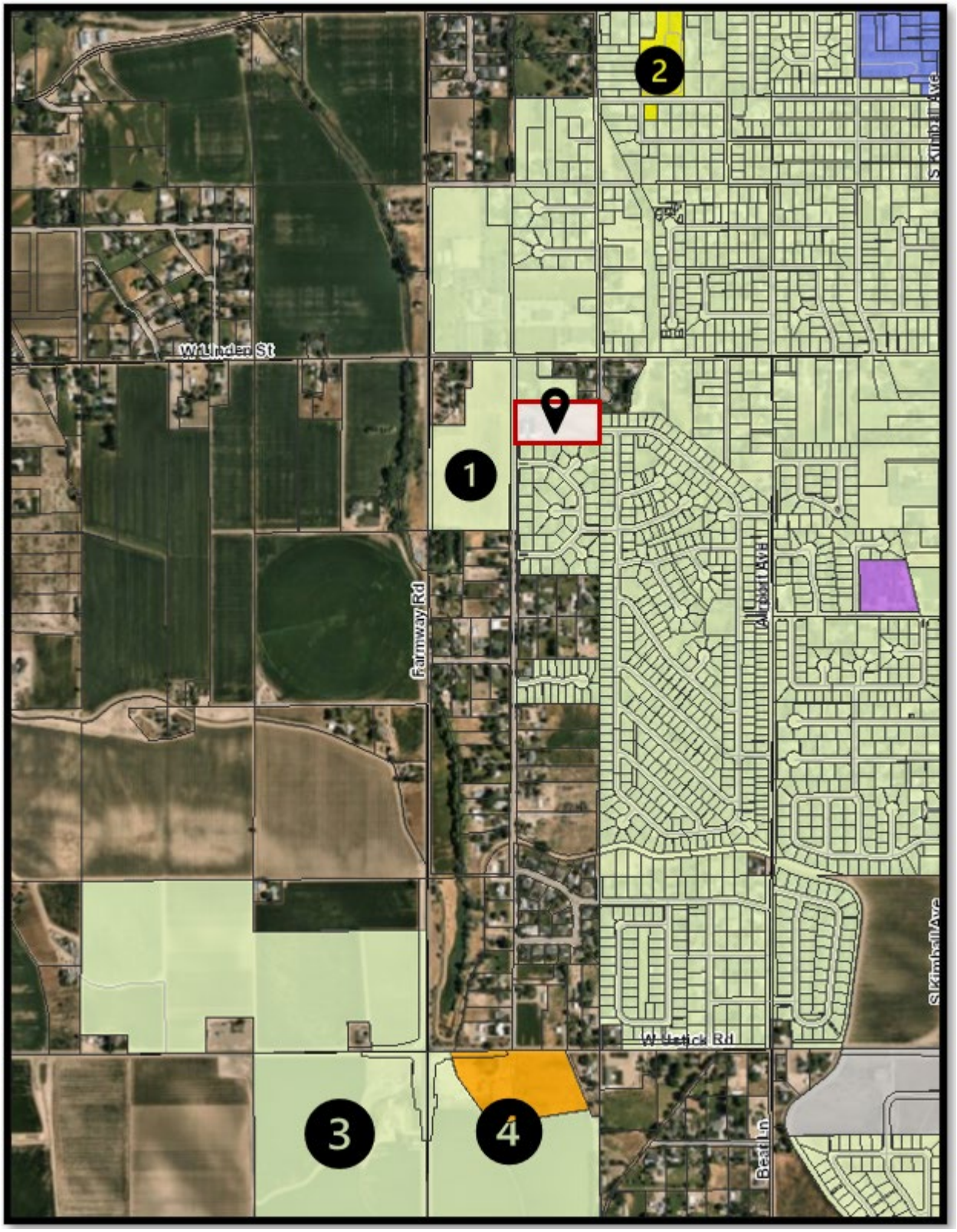
_____
Date

ATTEST: _____
Morgan Bessaw: Deputy Director Planning and Zoning

DRAFT

EXHIBIT 6:

MAP OF APPROVED ENTITLEMENTS WTIHIN 1-MILE RADIUS



Map Key	Description
1	Covington Square – 29 single family lots (recently resubmitted to revise plat and zoning)
2	Logan Meadows – 46 total units: one (1) duplex building & 11 four-plex buildings
3	Farmway Crossing – 115 single family lots (first final plat submitted)
4	Mirandesa – 145 total lots (121 single-family detached, 24 single-family attached) & 3.3 acres of commercial

EXHIBIT 7:

ANNEXATION ORDINANCE & SUMMARY

BILL NO. 66
ORDINANCE NO. 3718

AN ORDINANCE DETERMINING THAT CERTAIN LAND LAYS CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF CALDWELL, COUNTY OF CANYON, STATE OF IDAHO, AND THAT SAID LANDS SHOULD BE ANNEXED TO THE CITY OF CALDWELL, IDAHO, AS PART OF THE R-2 (COMMUNITY RESIDENTIAL) ZONE; DECLARING SAID LANDS BY PROPER LEGAL DESCRIPTION AS DESCRIBED BELOW TO BE A PART OF THE CITY OF CALDWELL, CANYON COUNTY, IDAHO; DIRECTING THE CITY ENGINEER AND PLANNING AND ZONING DIRECTOR TO ADD SAID PROPERTY TO THE OFFICIAL MAPS OF THE CITY OF CALDWELL, IDAHO; REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS OR PARTS THEREOF IN CONFLICT HEREWITH; AND DIRECTING THE CLERK OF THE CITY OF CALDWELL TO FILE A CERTIFIED COPY OF THE ORDINANCE AND MAP OF THE AREA TO BE ANNEXED WITH CANYON COUNTY, STATE OF IDAHO AND THE IDAHO STATE TAX COMMISSION, PURSUANT TO IDAHO CODE, SECTION 63-215.

BE IT ORDAINED, BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CALDWELL, COUNTY OF CANYON, STATE OF IDAHO:

Section 1. That the Caldwell City Council, upon recommendation of the Caldwell Planning and Zoning Commission and following the public notice and hearing procedures set forth in Section 10-01-07, Zoning Ordinance No. 1451, approved Case No. ANN25-000009 (Summit Grove Annexation) at a public hearing held the 17th day of February, 2026.

Section 2. The parcel is contiguous to the City of Caldwell, Idaho and the applicant has requested that said following described property should be annexed into the City of Caldwell as R-2 (Community Residential):

A parcel of land being more particularly described in **Exhibit A**: Legal Description and as shown in **Exhibit B**: Map Exhibit.

Section 3. That the City Engineer and the Planning and Zoning Director of the City of Caldwell, Idaho, are hereby instructed to so designate the same above described property on the official zoning map and other area maps of the City of Caldwell, Idaho as R-2 (Community Residential).

Section 4. All ordinances, resolutions, orders or parts thereof in conflict herewith are hereby repealed, rescinded and annulled.

Section 5. This ordinance shall be in full force and in effect from and after its passage, approval and publication, according to law.

Section 6. The Clerk of the City of Caldwell, Idaho shall, within 10 days following the effective date of this ordinance, duly file a certified copy of this ordinance and a map prepared in a draftsman-like manner plainly and clearly designating the boundaries of the City of Caldwell, including the land herein annexed, with the following officials of the County of Canyon, State of Idaho, to-wit: the Recorder, Auditor, Treasurer and Assessor and shall file simultaneously a certified copy of this ordinance with the State Tax Commission of the State of Idaho, all in compliance with Idaho Code 63-215.

PASSED BY THE COUNCIL OF THE CITY OF CALDWELL, IDAHO, this 17th day of February, 2026

APPROVED BY THE MAYOR OF THE CITY OF CALDWELL, IDAHO, this 17th day of February, 2026

ATTEST:

Mayor Eric Phillips

City Clerk

EXHIBIT A

1001 N. Rosario Street Suite 100
Meridian, ID 83642
P (208) 974-0075 F (801) 352-7989

ANNEXATION DESCRIPTION
PREPARED FOR
SUMMIT GROVE SUBDIVISION
CALDWELL, IDAHO
12/23/2025
25-5008
(JTS)

SUMMIT GROVE ANNEXATION AND ZONING DESCRIPTION

A part of the Northwest Quarter of Section 33, Township 4 North, Range 3 West, Boise Meridian, located in Caldwell, Canyon County, Idaho, being more particularly described as follows:

Commencing from the Northwest Corner of Section 33, Township 4 North, Range 3 West, Boise Meridian;
thence S89º25’02”E 660.30 feet along the North line of the Northwest Quarter of said Section 33;
thence S00°46'55"W 343.84 feet to a point on the Centerline of Dorman Ave, said Point of Beginning;

thence S89°23'47"E 660.45 feet to a 1/2" rebar and cap PLS 8960 marking the Northwest corner of a parcel, Instrument No. 2024-024736;
thence S00°41'48"W 318.48 feet along the Westerly line of said parcel and the Westerly line of Manchester Park No. 3 Subdivision, Instrument No. 9817992, Book 25 Page 8 to a point, said point being the Northeast corner of Quail Meadow Subdivision Instrument No. 200025011, Book 28 Page 28;
thence N89°27'30"W 660.93 feet along the Northerly line of said Quail Meadow Subdivision to the said Centerline of Dorman Ave;
thence N00°46'55"E 319.20 feet along said Centerline of Dorman Ave to the Point of Beginning.

Contains 4.84 acres +/-



EXHIBIT B

NW CORNER SEC 33
T4N, R3W, B.M.
FOUND 2" ALUMINUM CAP PLS 13765
CP&F INST. NO. 2012-023893
JUNE 12, 2012

N 1/4 CORNER SECTION 33
T4N, R3W, B.M.
FOUND 2" ALUMINUM CAP ILLEGIBLE
CP&F INST. NO. 2023-011519
APRIL 12, 2023

Record: S89°25'02"E 2641.02'

BASIS OF BEARING: S89°25'02"E 2640.99'

29 28 32 33

660.30' (TIE)

1980.69' (TIE)

28 33

PROFESSIONAL LAND SURVEYOR
LICENSED
12/23/25
3271644
STATE OF IDAHO
TRENTON SMITH

S00°46'55"W 343.84'
(TIE)

DORMAN AVE (PUBLIC)
WIDTH - 50'

PARCEL NO. 2799010 0
BRESHEARS, MICHAEL T.
INSTRUMENT NO.
2018057678

PARCEL NO. 28000013 0
MADRIGAL, JOSE A AND
MADRIGAL, JANETH
INSTRUMENT NO.
20111016827

POINT OF
BEGINNING

S89°23'47"E 660.45'

PARCEL NO. 28000010C0
CUELLAR, BEVERLY J
INSTRUMENT NO.
2024024736

N0°46'55"E 319.20'

PARCEL NO. 27998000 0
SI CONSTRUCTION LLC
INSTRUMENT NO. 2025015806
CONTAINS: 4.84 ACRES +/-

S0°41'48"W 318.48'

MANCHESTER
PARK NO. 3
INSTRUMENT NO.
9817992
BOOK 25, PAGE 8

N89°27'30"W 660.93'

QUAIL MEADOW SUBDIVISION
INSTRUMENT NO. 200025011
BOOK 28, PAGE 28

N
S

FOCUS ©
ENGINEERING AND SURVEYING, LLC
1001 N. ROSARIO STREET SUITE 100
MERIDIAN, IDAHO 83642 PH: (208) 974-0075
www.focus-es.com

SUMMIT GROVE ANNEXATION EXHIBIT
LOCATED IN THE NW 1/4 OF THE
NW 1/4 OF SECTION 33, T4N, R3W, BM

Date Created: 12/23/2025
Scale: N.T.S.
Drawn: JTS
Job: 25-5008
Sheet: 2 OF 2

V:\...2025\25-5008 Dorman Ave Caldwell\design 25-5008\dwg\exhibits\25-5008 Annexation Exhibit.dwg

ORDINANCES OF THE CITY OF CALDWELL
NOTICE OF ADOPTION AND SUMMARY OF
ORDINANCE NO. 3718
REGARDING ANNEXATION AND ZONE DESIGNATION
OF CERTAIN PROPERTY

AN ORDINANCE DETERMINING THAT CERTAIN LAND LAYS CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF CALDWELL, COUNTY OF CANYON, STATE OF IDAHO, AND THAT SAID LANDS SHOULD BE ANNEXED TO THE CITY OF CALDWELL, IDAHO, AS PART OF THE R-2 (COMMUNITY RESIDENTIAL) ZONE; DECLARING SAID LANDS BY PROPER LEGAL DESCRIPTION AS DESCRIBED BELOW TO BE A PART OF THE CITY OF CALDWELL, CANYON COUNTY, IDAHO; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS OR PARTS THEREOF IN CONFLICT HEREWITH;

Ordinance No. 3718 provided for the annexation of:

A part of the NW ¼ of Section 33, T4N, R3W, Boise Meridian, located in Caldwell, Canyon County, Idaho, being more particularly described as follows:

COMMENCING at the NW corner of Section 33; thence S89°25'02"E, 660.30 feet along the North line of the NW ¼ of said Section 33; thence S00°46'55"W, 343.84 feet to a point on the Centerline of Dorman Ave, the **POINT OF BEGINNING**; thence S89°23'47"E, 660.45 feet to the NW corner of a parcel, Instrument No. 2024-024736, records of Canyon County, Idaho; thence S00°41'48"W, 318.48 feet along the Westerly line of said parcel and the Westerly line of Manchester Park No. 3 Subdivision, Book 25 Page 8, records of Canyon County, Idaho to the NE corner of Quail Meadow Subdivision, Book 28 Page 28, records of Canyon County, Idaho; thence N89°27'30"W, 660.93 feet along the Northerly line of said Quail Meadow Subdivision to said Centerline of Dorman Ave; thence N00°46'55"E, 319.20 feet along said Centerline of Dorman Ave to the **POINT OF BEGINNING**. Contains 4.84 acres, more or less.

Section 1. This ordinance shall be in full force and effect from and after its passage, approval, and publication, according to law.

Section 2. This ordinance is hereby declared to be severable. If any portion of this ordinance is declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purposes of the ordinance before the declaration of partial invalidity.

Section 3. All ordinances, resolutions, orders and parts thereof in conflict herewith are repealed.

Ordinance No. 3718 was passed by the Council and approved by the Mayor on the 17th day of February 2026. The full text of the Ordinance is available at Caldwell City Hall, 205 S 6th Ave, Caldwell, Idaho 83605. The Mayor and City Council approved this summary on the 17th day of February 2026, for publication on the 24th day of February 2026, pursuant to Idaho Code § 50-901A.

STATEMENT OF LEGAL ADVISOR
I have reviewed the foregoing summary and believe that it provides a true and complete summary of Ordinance No 3718 and provides adequate notice to the public as to the contents of such ordinance.

DATED this 17th day of February, 2026.

Oscar Klaas, Attorney for City of Caldwell

Regular **Item:** 17.

Memorandum

To:

City Council

Meeting Date:

March 2, 2026

Item Name:

Approve Resolution Authorizing the purchase of updated software for CCTV water vans

Summary Statement:

Requesting approval for the purchase of the GraniteNet Asset Inspection and Decision Support software platform from CUES to enhance pipeline inspection and asset management capabilities for the City of Caldwell.

Recommended Action:

Approve Resolution authorizing purchase

Budget: Finance Review
Budgeted

Cost Impact:	43,469.00
Funding Source:	72-8-27-100-63410
Timeline:	ASAP

Attachments:

1. Resolution GraiteNet Software Res 2026
2. Hardware Requirements GraniteNet All Editions
3. Cues Gnet quote rev 1 w- training

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CALDWELL, IDAHO, to approve the purchase of the GraniteNet Asset Inspection and Decision Support software platform from CUES for the amount of $43,469.00

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Caldwell, Idaho, that the Caldwell City Council authorizes the purchase of the GraniteNet Asset Inspection and Decision Support software platform from CUES for the amount of $43,469.00

PASSED BY THE COUNCIL of the City of Caldwell, Idaho

APPROVED BY THE MAYOR of the City of Caldwell, Idaho

Approved

By _____

Mayor

ATTEST:

By _____

City Clerk

CUES GRANITENET REQUIREMENTS

Software

Operating Systems
MS Windows 7 SP1 – 64 bit
MS Windows 8 – 64 bit; MS Windows 8.1 – 64 bit
MS Windows 10 – 64 bit
MS Windows 11 – 64 bit
MS Windows Server 2008 R2 SP1 – 64 bit
MS Windows Server 2012 – 64 bit; MS Windows Server 2012 R2 SP1 – 64 bit – MS Windows Server 2016 – 64 bit; MS Windows Server 2019 – 64 bit; MS Windows Server 2022 – 64 bit
Mail Clients *(only required for sending reports)*
MS Outlook
Internet Browsers *(only required for creating routes in Google Maps. Internet connection is required to access Google Maps and it's not provided by the GraniteNet application)*
Edge; Chrome

Database Platforms

Vendor	**Version**
MS SQL Server/Express (MS SQL Express 2012 can be installed as a part of GNet installation)	2008 R2, 2012, 2014, 2016, 2019
Oracle	10.2 – 19c + recent patches

Minimum Desktop/Laptop Hardware

Components
CPU: Intel Core2Duo T6400 (2.0GHz/800 Mhz)
RAM: 6GB *(64-bit operating systems require more RAM, 6 to 8GB)*
A minimum of two USB port will be needed if computer will be use to record videos. In that instance, one USB port will be needed for the video capture device (Hauppauge) and one for the serial converter use to connect the *Titler Interface.*
Hard Drive: >20GB of linearly allocated free space for capturing, 5200 rpm min.
Video Capture Device (only required for video recording): Hauppauge USB-Live2 (MPEG 1-2-4, WMV) USB capture device *(USB 2.0 port required)*
Video monitor capable of at least 1024 x 768 in true color
Serial RS-232 port or USB-to-Serial adapter *(only required for Titler Interface, distance capture or text overlay control)*

NOTE: CUES DOES NOT TEST NOR SUPPORT VIRTUAL MACHINES.

CUES endeavors to accept "customer supplied" hardware, but due to constant changes in technology, some hardware may not be suitable to run CUES hardware and software. To ensure that "customer supplied" or self-purchased computer components will operate correctly with CUES hardware and software, CUES provides an evaluation service to determine compatibility. CUES will not charge for this evaluation service, however, customers are responsible for the shipping costs to Orlando, Florida, where the evaluation service is performed.

IMPORTANT! Please ensure that your data is backed-up prior to evaluation.

If the customer-supplied equipment is deemed inadequate, CUES will notify the customer of the deficiencies, and where possible, suggest the relevant parts, updates, and costs necessary to bring the equipment into compliance. The customer will have the option to update the equipment or return it unchanged. To update the equipment CUES will charge its normal repair labor rate of $125/per hour, plus the cost of the parts. Estimates will be provided prior to performing any work. Should no modifications be necessary, then the customer will only be responsible for shipping costs.

2/4/2026
Quote#Q-07239

Tony Harmon
CALDWELL CITY OF (ID)
P.O. BOX 1179
CALDWELL ID 83605
Office: 208-477-4605
tharmon@cityofcaldwell.org

Tony Harmon:

Thank you for the opportunity to quote the GraniteNet Asset Inspection and Decision Support software platform from CUES, the most trusted brand in North America for pipeline inspection technology.

For more than two decades, CUES has supplied the industry with the most innovative and extensible software platform available to help utilities and contractors alike achieve their regulatory and productivity goals. Our clients demand software that is able to be customized to meet their needs while supporting the process flows unique to their organization. GraniteNet offers unmatched flexibility to create many different types of inspections in addition to CCTV assessments such as cleaning inspections, smoke test inspections, GPS surveys, inclination surveys, hydrant inspections, light pole inspections etc. Additionally, this new software platform offers a very simple User Interface to allow people to quickly become proficient users, often in a matter of minutes.

For those organizations that desire more advanced capabilities such as GIS map (ESRI/Cartegraph) integration, CMMS integration (Cityworks, Maximo, Infor Hansen), User Management controls, enterprise database support (Oracle & SQL), a Web-based Portal, custom Scoring formulas, etc., the CUES GraniteNet software platform can meet the needs of the CALDWELL CITY OF (ID) now or in the future as the requirements evolve.

The following is a short description of each GraniteNet software package and the suggested optional modules to be included in the software package for the CALDWELL CITY OF (ID).

Please feel free to contact me with any questions, comments or concerns.

Sincerely,
Nino Rivas
nrivas@cuesinc.com
Office:(407) 795-2791
Mobile:(407) 795-2791

GraniteNet Inspection Basic PACP Kit

GraniteNet Basic captures a wide array of data and video from robotic transporters deployed in pipelines. It is highly specialized and customizable, yet simple enough for users to learn to operate quickly.

GraniteNet has many advantages which are critical to deploying a comprehensive Capacity Assurance, Management, Operation, and Maintenance program (CMOM) that is aligned with Federal regulations. Below are some of the key features offered by the software:

- Asset based architecture
- Dynamic pipe graphs are navigable to any observation within the inspection
- CD/DVD burning
- Synchronization
- Out-of-the-box Reporting
- Reports available in HTML, ASCII and PDF formats along with the standard printed reports
- Built-in functionality to email reports
- Unlimited still images can be captured (dependent upon hard drive space)
- User customizable forms and mandatory fields can be specified to meet client specifications
- Built in synchronization mechanism to allow precise data aggregation
- The ability to take additional still images (snapshots) during playback in the truck or the office
- Tasks can be assigned and managed throughout the system

The Basic Inspection Package includes the following components: GraniteNet Basic, Main Inspection Module, Analog Video Recording Module Mainline, Video Indexing Module, Titling, Distance Acquisition, Still Image Capture Module, PACP and Data Transfer.

GraniteNet ESRI Interface Module

Developed by CUES as a registered business partner with ESRI, this optional module for GraniteNet allows users to be able to point and click on an asset from within the GraniteNet integrated map. After clicking on the asset, the asset and inspection panes are automatically populated with the asset's attribute information. The operator may initiate an inspection by simply selecting the asset on the map and right-clicking. The GraniteNet ESRI Interface also provides the ability to create a new asset in the field. The system is able to collect, store, display, manipulate and analyze data, and then link the information to the ESRI ArcGIS map file. The software provides a chronological record of every inspection completed on the asset.

GraniteNet Inspection Basic Annual Support Plan

The annual Support Plan provides the following technical support services to ensure continuous productivity and up time in the field:

- Perpetual, free upgrades available online for download for the most current versions of your GraniteNet Software to match the latest Microsoft Windows version you may have as well as including the latest technical documentation
- Professional telephone support Monday through Friday 8:00 AM to 5:00 PM ET
- Remote Online Technical Support**
- Access to online support services including FAQ's, the CUES knowledge base, User Forums and Video Tutorial
- Online review sessions with support specialists at pre-scheduled, mutually convenient times to review the proper use of the software including advanced administration and best practices

*Additional charges not covered by the Support Plan may apply such as hardware upgrades, data conversion services and re-implementation fees

**Certain elements of the support plan requires internet access

Support Terms and Conditions:

CUES GraniteNet Support Terms and Conditions available in the following link: https://supportterms.granitenetweb.com

These terms and conditions are specifically aligned with the scope of services outlined. It is CUES expectation that upon receipt of a corresponding Purchase Order, these Terms will prevail in the event of any conflict. During any Subscription Term, Provider shall have the right, in its sole discretion, to increase the Support Fees by up to five percent (5%) for any Renewal Subscription Term by providing Subscriber with at least thirty [30] days' notice before the end of the then-current Subscription Term.

GraniteNet Office Software License

Used primarily by engineers and supervisors, the Office Edition allows CCTV inspection records to be edited and changed upon subsequent review. This edition has the ability to generate reports, allow users to modify inspections and observations gathered in the field, synchronize inspections, capture images from playback, view mapped data, and import/export map data.

GraniteNet Office Annual Support Plan

The annual Support Plan provides the following technical support services to ensure continuous productivity and up time in the field:

- Perpetual, free upgrades available online for download for the most current versions of your GraniteNet Software to match the latest Microsoft Windows version you may have including the latest technical documentation
- Professional telephone support Monday through Friday 8:00 AM to 5:00 PM ET
- Remote Online Technical Support**
- Access to online support services including FAQ's, the CUES knowledge base, User Forums and Video Tutorial
- Online review sessions with support specialists at pre-scheduled, mutually convenient times to review the proper use of the software including advanced administration and best practices

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GraniteNet Scheduler Module

The GraniteNet Scheduler Module allows users to schedule the transfer of CCTV data and media files to perform database synchronization automatically. At specific times set by the administrator, usually each day after working hours when the

network is less burdened, the office can automatically import completed inspections from the truck to the office and synchronize incomplete inspections from the office to the truck to automate the transfer and archival of data on a daily, weekly or monthly schedule. On a daily basis, supervisors can get their completed inspections sent in and CCTV crews can come to work and find their new, incomplete inspections waiting for them to get started out in the field. In addition to selecting complete or incomplete inspections, users will be able to create scheduled transfer tasks with specific pre-set filters to intelligently identify specific data to be transferred such as “inspections by” pipe type, operator, severity, date range, etc. Users can also schedule to send the data to an alternative destination for backup, third party review, regulatory requirement, etc. In a typical configuration, the service is activated and started from a network-connected office machine which has GraniteNet and the GraniteNet Scheduler Module installed on it. The service will sequentially poll each vehicle and perform the synchronization tasks automatically.

The GraniteNet Scheduler can also automate report generation and GIS data import and export.

GraniteNet ESRI Import Module

This optional module for GraniteNet provides a bi-directional interface between ESRI ARCGIS 10.X and the GraniteNet software. This module enables GIS features to be imported directly into GraniteNet where they can be used to verify and validate the location of utility assets.

GraniteNet ESRI Implementation

The implementation service of ESRI maps and map data within CCTV operations includes integration consultation, documentation, and training with the client’s office staff by a CUES software division implementation specialist in accordance with the unique business requirements of the organization. An ESRI Implementation service with GraniteNet is required for any organization that has not defined, or has changed, their GIS mapping profiles which allow for the seamless import and export of GIS data. CUES shall provide integration consultation, documentation, and training with the client’s office staff through a series of guided instruction sessions performed via a remote virtual meeting tool called Zoom. CUES will work with an appointed resource/project manager from the organization to define the goals and then collaboratively create the standard operating procedures desired by the organization. As a best practice, initiating the Implementation Service well in advance of receiving a vehicle/field equipment is critical to ensure a smooth deployment, often with basic field training, that leverages the integration. Before a CUES technical resource is assigned to the implementation project, a GraniteNet ESRI Pre-Implementation Checklist must be completed by the client and submitted to CUES. Once it is received by CUES and verified that all prerequisites are met to begin the work, the client’s Implementation Service request will be placed into a queue where CUES will assign the appropriate implementation specialist Project Manager based on the order in which the Checklist was received. Due to the fluctuating availability of resources needed by both parties to complete the implementation, the actual start date for the project may vary.

The Checklist requests that a “Readiness Date” be provided which means the date the customer will be ready to start the implementation work with CUES. CUES will plan its resource availability around this important date so that it can establish the date for the completion of the work which shall be within forty five (45) business days from the Organization’s readiness date. For each business day the implementation extends beyond the Readiness Date due to the Organization’s failure to complete its key tasks or other Organization delays impacting the implementation, a “Time Extension Fee” will be applied on the 46th business day following the Organization’s readiness date in the amount of fifty dollars ($50) per business day, invoiced monthly, until the implementation is completed.

2 DAYS FIELD TRAINING FOR ID SYSTEM

Hardware

PART #	GraniteNet Software & Services	Asset Id	PRICE	QTY	Subtotal	Actual
6600002	2 DAYS FIELD TRAINING FOR ID SYSTEM		$3,325.00	1	$3,325.00	$3,325.00
					Hardware TOTAL:	$3,325.00

Software

PART #	GraniteNet Software & Services	Asset Id	PRICE	QTY	Subtotal	Actual
GN922	GraniteNet Inspection Basic PACP Kit		$12,470.00	1	$12,470.00	$12,470.00
GN521	GraniteNet ESRI Interface Module		$8,600.00	1	$8,600.00	$8,600.00
GN537	GraniteNet Inspection Basic Annual Support Plan		$1,123.00	1	$1,123.00	$1,123.00
GN904	GraniteNet Office Software License		$2,600.00	1	$2,600.00	$2,600.00
GN538	GraniteNet Office Annual Support Plan		$551.00	1	$551.00	$551.00
GN522	GraniteNet Scheduler Module		$3,100.00	1	$3,100.00	$3,100.00
GN523	GraniteNet ESRI Import Module		$4,000.00	1	$4,000.00	$4,000.00
GN576	GraniteNet ESRI Implementation		$7,700.00	1	$7,700.00	$7,700.00
					Software TOTAL:	$40,144.00

TOTAL: $43,469.00

This Quotation is valid for 90 days for the itemized products and services listed herein and is subject to the following Terms and Conditions. Delivery of a purchase order by Buyer pursuant to this quotation shall be deemed to be an acceptance by Buyer of these Terms and Conditions. Pro-rata payments shall become due upon the shipment of goods and/or delivery of services. Seller shall not be liable or penalized for any delays beyond its reasonable control, including but not limited to acts of God, acts of Buyer, carrier delays, accidents, etc. In the event of any such delay, delivery or performance shall be extended accordingly and shall not relieve Buyer of its obligation to accept and make payment net 30 days from the date deliverables are provided. Past due invoices are subject to 1.5% per month (18% APR) charge or as permitted by applicable law. Payments made by credit card may be subject to an additional 3% finance fee at the time of processing. No merchandise will be acceptable for return without a Material Return Authorization Number written on the outside of the package. No returns will be accepted on used electrical parts. This quote is provided in US dollars and does not include tax.

COMMUNITY DEVELOPMENT DEPARTMENT
Planning & Zoning Division

COVER SHEET

DOCKET NUMBER/CASE NUMBER	PROJECT NAME / TITLE
SUP25-000017 & ZON25-000006	Freedom 50
PUBLIC HEARING DATE	**PROPERTY /LOCATION**
3/2/2026	4111 Kristin Ln.

BRIEF SUMMARY OF APPLICATION REQUESTS:

☐ Annexation and Zoning ☒ Rezone ☐ Comp Plan Map/Text Amendment ☐ Zoning Ordinance Text Amendment
☒ Special Use Permit ☐ Preliminary Plat ☐ Planned Unit Development

HEARING EXAMINER RECOMMENDATION TO CITY COUNCIL

Recommended for APPROVAL to be forwarded to City Council for consideration.

IMPACT ANALYSIS SUMMARY

LAND USE			ESTIMATED RESIDENT POPULATION INCREASE	
# Proposed Single Family Units:	0	=	Population = (SF DU * 3):	
# Proposed Multifamily Units:	50	=	Population = (MF DU * 2):	100
Proposed Commercial Acreage:	0		**TOTAL** EST. POPULATION INCREASE:	100

POLICE SERVICES		FIRE SERVICES	
Calls for Service in Area (YTD):		Travel Response Time:	90% within 4 min.
Call Types within Area:		Closest Fire Station (in miles):	2.2
Workload Saturation (%):		Est. Response Time to Site:	6 min.
Traffic Crash Data:		Adequate Fire Flow Capacity to serve proposed development?	☒ Yes ☐ No
Will this development have other significant impacts on the ability to provide services?	☐ Yes ☐ No	Will this development have other significant impacts on the ability to provide services?	☐ Yes ☒ No
Will this development necessitate additional police resources and/or equipment beyond current levels?	☐ Yes ☐ No	Will this development necessitate additional fire resources and/or equipment beyond current levels?	☒ Yes ☐ No
Comments, Recommendations & Fiscal Impact:		**Comments, Recommendations & Fiscal Impact:**	

SCHOOLS	
School District	Vallivue
Capacity to Serve (Based on Response from District)	☒Yes ☐No
Schools that will Serve Development Vallivue Map Caldwell Nampa	Vallivue High Summitvue Middle School Central Canyon Elementary

UTILITIES AND INFRASTRUCTURE	
Adequate Water Capacity Available	☒Yes ☐No
Adequate Sewer Capacity Available	☒Yes ☐No
Adequate Fire Flow Capacity Available	☒Yes ☐No

TRAFFIC	
Traffic Impact Study Completed?	☐Yes ☐No ☒Not Required
Are Traffic Improvements Required for Development?	☐Yes ☒No
Are All Traffic Improvements Listed as Conditions of Approval?	☐Yes ☐No ☒Not Required
DEVELOPMENT AGREEMENT	
Development Agreement?	☒Yes ☐No

REQUIRED INFRASTRUCTURE IMPROVEMENTS

☐ Curb and Gutter ☒ Sidewalk ☐ Street Widening
☐ Construction of Roundabout ☐ Traffic Signals
☐ Turn Lanes ☐ Well ☐ Lift Station
☐ Utility Main Line Extensions ☐ Public Pathways
☐ Crosswalks ☐ School Crossing Beacons
☐ Transit Stop ☐ School Bus Stop
☐ Public Pathways ☒ Landscaping / Open Space
☒ Land Use Buffering / Screening
☐ Other:

Caldwell Community Development Department
Planning and Zoning Division

STAFF REPORT / FINDINGS

Public Hearing Item | City Council | 3/2/2026

Continued from February 17, 2026

Staff Planner: Joe Dodson, AICP

CASE NO(s): SUP25-000017 & ZON25-000006
Project Name: Freedom 50

HEARING BODY RECOMMENDATION

The Hearing Examiner at the 1/13/2026 public hearing recommended APPROVAL of the Special Use Permit and Rezone subject to the conditions listed herein and as recommended by Staff in their Memo dated January 6, 2026.

CITY COUNCIL DECISION

This will be updated once the City Council has made a decision and prior to final signature.

The City Council at the 3/2/2026 public hearing, APPROVED/DENIED Case No (s): SUP25-000017 & ZON25-000006.

APPLICATION SUMMARY & PROPOSED LAND USE REQUESTS

- Rezone of approximately 3.92 acres from C-3 to R-3 for the purpose of constructing a Multifamily Apartment (Large-Scale) development; and
- Special Use Permit for 50 multifamily dwelling units within 25 buildings on 3.92 acres in the requested R-3 zoning district.



Applicant:	Dennis Jordan, Focus Consulting & Paul Hilbig, TMOD
Property Owner:	David Nelson
Parcel ID Number(s):	R3249700000
School District:	*Vallivue School District*
Staff Summary of Review:	*Staff thoroughly reviewed and analyzed the above-listed applications and finds that all applications and development proposals are:* ☐ **COMPLIANT** with all applicable city codes, regulations, and policies, if all conditions of approval are met. ☒ **NOT COMPLIANT** with all applicable city codes, regulations, and polices.

DECISION BODY – REQUIRED FINDINGS & APPROVAL CRITERIA

Before the Council approves any application, the Council must find and conclude the proposed applications are compliant with **Caldwell City Code approval criteria as listed within section VI. PUBLIC HEARINGS.**

BEFORE THE CALDWELL CITY COUNCIL
CITY OF CALDWELL, CANYON COUNTY, IDAHO

IN THE MATTER OF APPLICATION FOR A REZONE OF APPROXIMATELY 3.92 ACRES FROM THE C-3 TO R-3 ZONE WITH AN ASSOCIATED DEVELOPMENT AGREEMENT AND A SPECIAL USE PERMIT FOR 50 MULTIFAMILY DWELLING UNITS WITHIN 25 BUILDINGS ON 3.92 ACRES IN THE REQUESTED R-3 ZONING DISTRICT.	)	**FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION**
Property Owners: David Nelson	)	Case No. SUP25-000017 & ZON25-000006.

I. APPLICATION FACTS:

Applicant:	Dennis Jordan, Focus Consulting & Paul Hilbig, TMOD
Property Owner(s):	David Nelson
Application Requests and Development Proposals:	Application for a Rezone of Parcel R3249700000 from C-3 (General Commercial) to R-3 (Urban Residential), and an application for a Special Use Permit to allow for a multi-family development in the R-3 (High Density Residential) zone, consisting of 50 units within 25 buildings.
Application Submission:	The applicants, Dennis Jordan & Paul Hilbig, on behalf of the property owner, David Nelson, submitted an application on 10/13/2025.
Proposed Site Location:	The subject site is located at 4111 Kristin Ln, near the SWC of the Ustick Rd. and Cleveland Blvd. intersection, approximately 680 feet west of said intersection, described as a portion of 01-3N-3W NW TX 98832 IN NENW LS RDS.
Parcel Number(s):	R3249700000
Property Size:	Approximately 3.92, more or less
Jurisdiction:	The property is currently located in the City of Caldwell
Applicable Regulations and Guiding Documents:	Applications were thoroughly analyzed and reviewed for compliance with: a. City of Caldwell Zoning Ordinance No. 1451, as amended b. City of Caldwell Subdivision Ordinance, as amended c. City of Caldwell Comprehensive Plan, as amended d. Treasure Valley Tree Selection Guide e. Bicycle and Pedestrian Master Plan f. Caldwell Transportation Master Plan g. Idaho Code

Public Notifications:

The following noticing was completed in accordance with Caldwell City Code Section 10-03-12:

Neighborhood Meeting Held	10/9/2025
Public Agency Notification Sent (See attached exhibit for list of agencies notified)	10/29/2025
(500') Radius Notices Mailed - Hearing Examiner Hearing (Min. 15 days prior to hearing)	12/3/2025
Legal Ad Published - Hearing Examiner Hearing (Min. 15 days prior to hearing)	12/6/2025
Physical Site Posted - Hearing Examiner Hearing (Min. 10 days prior to hearing)	12/5/2025
Applicant Proof of Posting Received - Hearing Examiner Hearing	12/8/2025
Hearing Examiner Public Hearing	12/23/2025 & 1/13/2026
(500') Radius Notices Mailed – City Council (Min. 15 days prior to hearing)	2/10/2026
Legal Ad Published – City Council (Min. 15 days prior to hearing)	2/13/2026
Physical Site Posted – City Council (Min. 15 days prior to hearing)	1/30/2026
Applicant Proof of Posting Received – City Council (Min. 10 days prior to hearing)	2/3/2026
City Council Public Hearing	3/2/2026

Political Subdivisions Providing Services:

Fire:	Caldwell Fire
Police:	Caldwell Police
School District:	Vallivue
Water Services:	City of Caldwell (Municipal Water)
Sewer:	City of Caldwell (Municipal Sewer)
Trash:	Republic Services
Irrigation Services:	City of Caldwell (Pressurized Irrigation)
Irrigation District:	Pioneer Irrigation District
Others:	Franklin Ditch Co. , Bureau of Reclamation

Political Subdivisions Notification and Comments:

In accordance with Idaho Code, notice was provided to all political subdivisions providing services within the planning jurisdiction, including school districts. Public agency comments were received from the following agencies and are included in their entirety as part of the official record and the exhibits attached hereto.

a. Vallivue School District – General information provided on overall district enrollment concerns, which schools anticipated children of the subject development would attend, and other approved developments that are also planned to impact the noted schools (Central Canyon Elementary, Summitvue Middle, and Vallivue High).
b. City of Caldwell Engineering Department – Provided general conditions for approval for Aviary Subdivision only as specific development of other subareas is not known at this time. Specific conditions are provided regarding the Traffic Impact Study and development timing. **See Exhibit 2 of this report for full comments from Engineering.**
c. City of Caldwell Mapping Department –
d. City of Caldwell Fire Department – Stated the project can be approved and provided general conditions of approval.

Public Comments Received:

In response to the public notices, no public comments were received by the City at the time of publication of this staff report. Public testimony given at the public hearing will be included in the official minutes of the record.

Site / Project Background and History:

The subject site was annexed into the City of Caldwell in 2019 as the "Rush Annexation" and was annexed with the current zoning of C-3 with no development plan. In 2021, a previous landowner and developer received Special Use Permit (SUP) approval for a 96 multi-family unit development named "Latitude 96." That SUP expired in 2025 and so any future development would need to comply with the current zoning standards.

Site Features:

Floodplain:	The property is not within a flood zone.
Mature Trees:	A few existing trees are located on the subject site.
Streams / Creeks:	None
Wildlife Habitat:	None
Riparian Habitat Area:	None
Steep Slopes / Hillside:	None
Canals / Ditches / Drains:	The Elijah Drain is located west of the subject site but is located within individual single-family residential lots. The subject property does not appear to be encumbered by the irrigation easement due to its location.
Other, Describe:	N/A

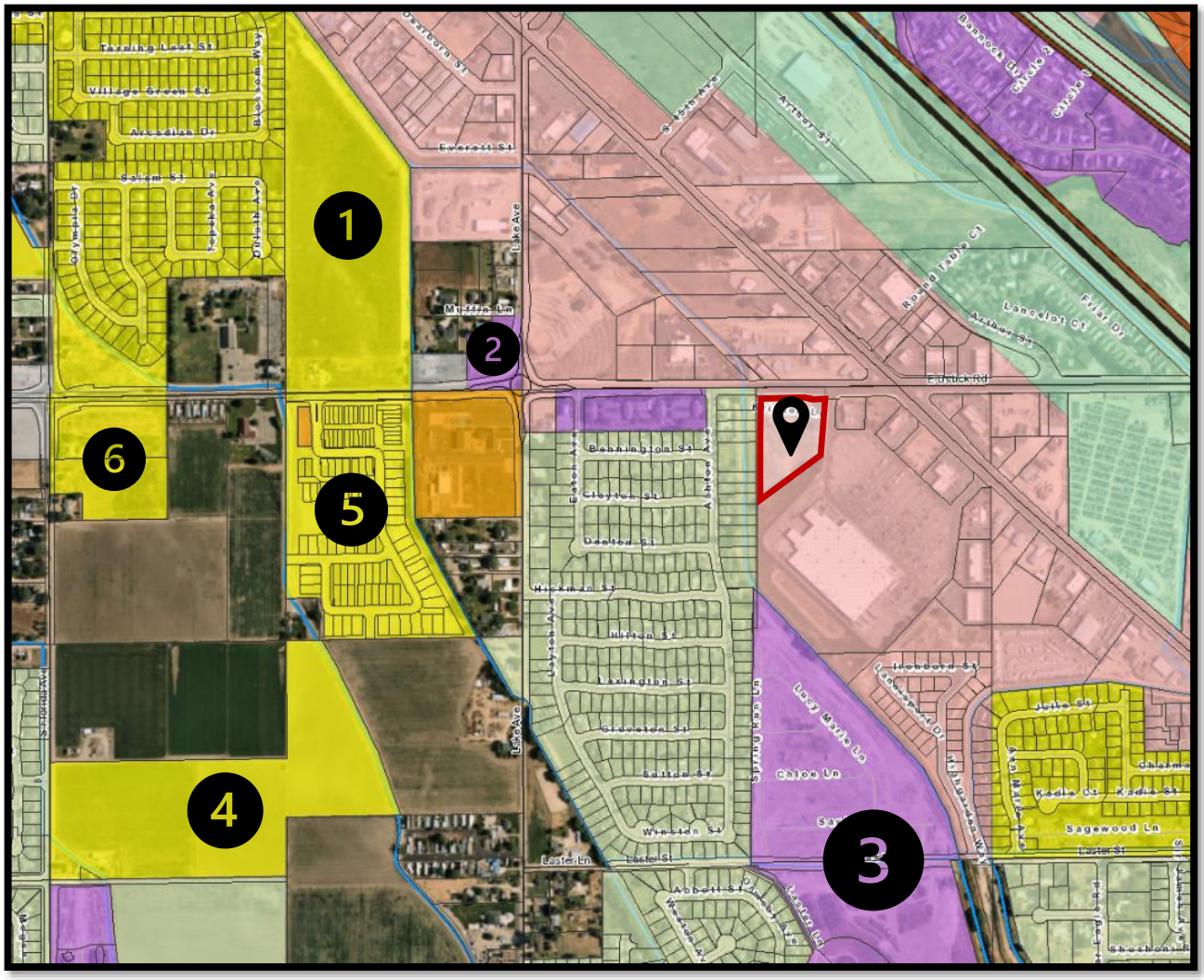
Site and Surrounding Zoning Classifications:

Site:	C-3
North:	C-3
South:	C-3
East:	C-3
West:	R-1

Site and Surrounding Land Uses (existing):	*Site:*	Vacant
	North:	Commercial/Industrial
	South:	Commercial
	East:	Commercial
	West:	Single-family Residential
Site and Surrounding Comprehensive Plan Land Use Designations:	*Site:*	Mixed Use Center
	North:	Mixed Use Center
	South:	Mixed Use Center
	East:	Mixed Use Center
	West:	Neighborhood 3

Approved Developments Within 1-Mile Radius of Subject Site:

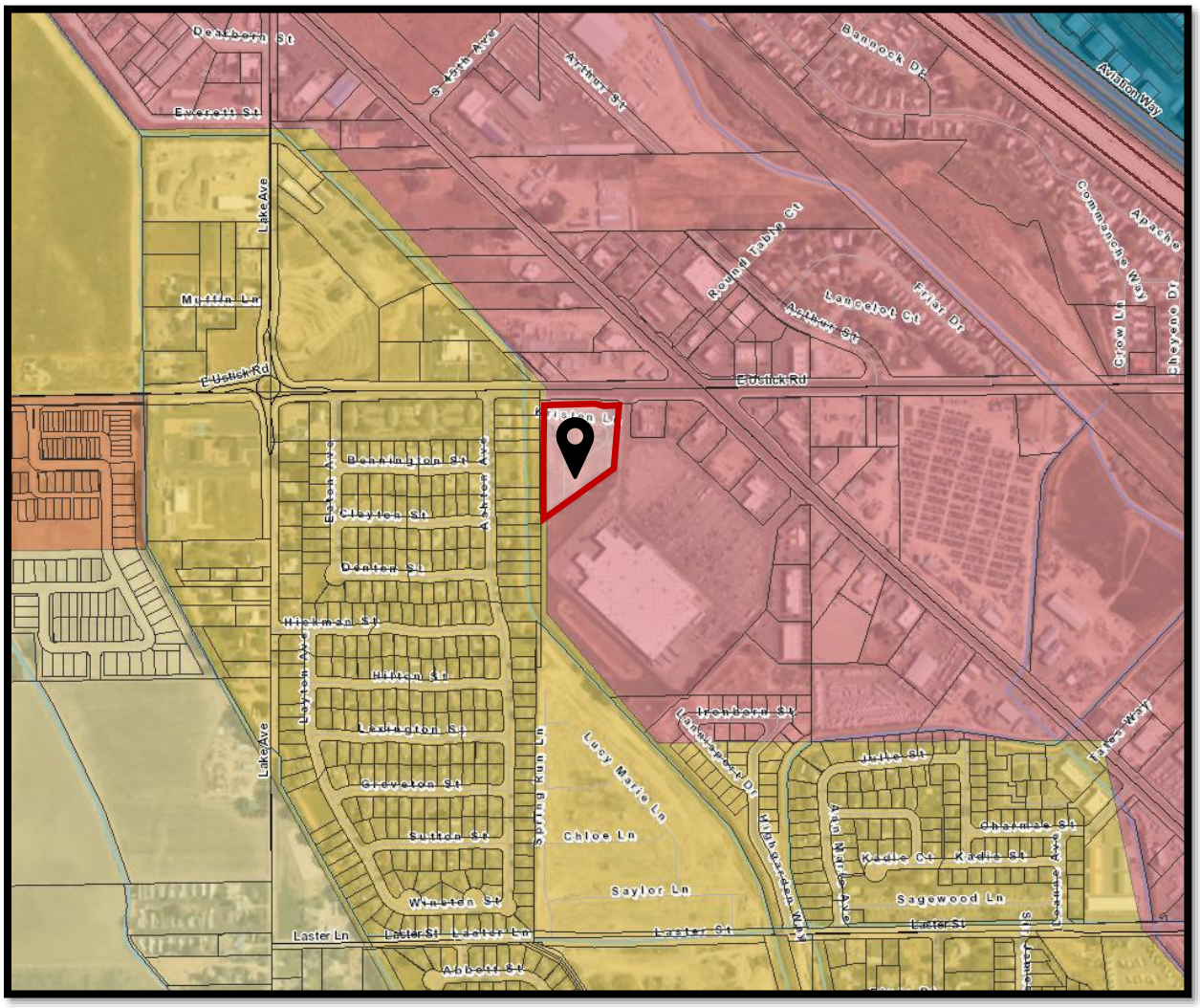
Within a one-mile radius of the subject site, the following entitlements have been approved and are actively being built or have the ability to be built in the future.



Map Exhibit #1 (Above): Approved Developments Surrounding Subject Site

Map Key	Description
1	Homesteads at Wilson Creek – 251 multi-family units (mix of single, two-family, & triplex style units).
2	Ustick & Lake – 35 deed-restricted affordable multi-family units.
3	Spring Run at Alante Homes – 419 multi-family units (153 patio homes & 133 two-family units).
4	Collections Subdivision/PUD – 142 lots (67 single-family lots & 74 single-family attached lots).
5	Solstice Subdivision – 100 single-family lots (detached & attached) and one (1) commercial lot.
6	Copper Pointe – 128 multi-family units (triplexes, four plexes, & 6-plexes) and 4 commercial lots.

II. STAFF REVIEW AND ANALYSIS – COMPREHENSIVE PLAN MAP ANALYSIS



Map Exhibit (Above): City of Caldwell Comprehensive Plan Map

The subject site was annexed into the City of Caldwell in 2019 as the "Rush Annexation" and was annexed with the current zoning of C-3 with no development plan. The subject site has sat vacant since this time of annexation with no development occurring.

The Comprehensive Plan depicts the subject site **(outlined in red)** as Mixed Use Center on the adopted future land use map. Surrounding parcels to the north, east, and south share the Mixed Use Center designation; Neighborhood 3 is depicted to the west.

The applicant is NOT requesting a comprehensive plan map amendment but is requesting a Rezone to R-3 (Urban Residential)—R-3 is listed as a compatible zoning district within the adopted Comprehensive Plan for the Mixed Use Center place type. The existing C-3 zoning of the property is also listed as a compatible zoning district. The nearest Urban Residential zone is approximately 300 feet to the west, also fronting along Ustick Road. Other R-3 zoning, and approved and developing multi-family dwellings exist within a ½ mile to the west and south as seen in the zoning map in the next section.

Directly from the adopted Comprehensive Plan: Mixed Use Centers are hubs of intense commercial activities that attract people from all over the City and beyond. They are located on major roads, corridors, and transit lines. Development patterns are denser than surrounding areas and increase in intensity around infrastructure such as transit lines. These areas include denser housing options especially in areas with current or future transit service and where commercial areas transition to less dense residential place types. Mixed Use Centers are located on Caldwell's most heavily trafficked roads and provide a transition from these roadways to less intense areas. Housing is not a primary focus of the Mixed Use Center but can be accommodated in mixed use and medium-high intensity residential projects that create a transition from surrounding neighborhoods. Single use residential projects should occur infrequently.

Health Intersection: The buffering that Mixed-Use Centers provide for outlying primarily residential place-types may have significant protective benefits. Because the major roadways may have higher localized pollutants throughout the day and they are usually considerably louder than outlining local and arterials. Environmental noise has been linked to cognitive impairment in children, sleep disturbance, and even cardiovascular disease. While residential uses are still supporting uses in this place type, there are separations between residential spaces and the road.

Anticipated Design Characteristics of projects in the Mixed Use place type: Limited residential uses may be located between commercial areas and lower density neighborhoods and should be situated along streets to avoid a gated campus and ensure connectivity between neighborhoods and commercial areas. Developments can vary in scale and height but can be up to six stories in areas near major gathering points and transit stops. Attention should be given to how buildings transition. Building scales should include gradual increases in height and considerations for sight lines and compatible architectural features to help blend building types.

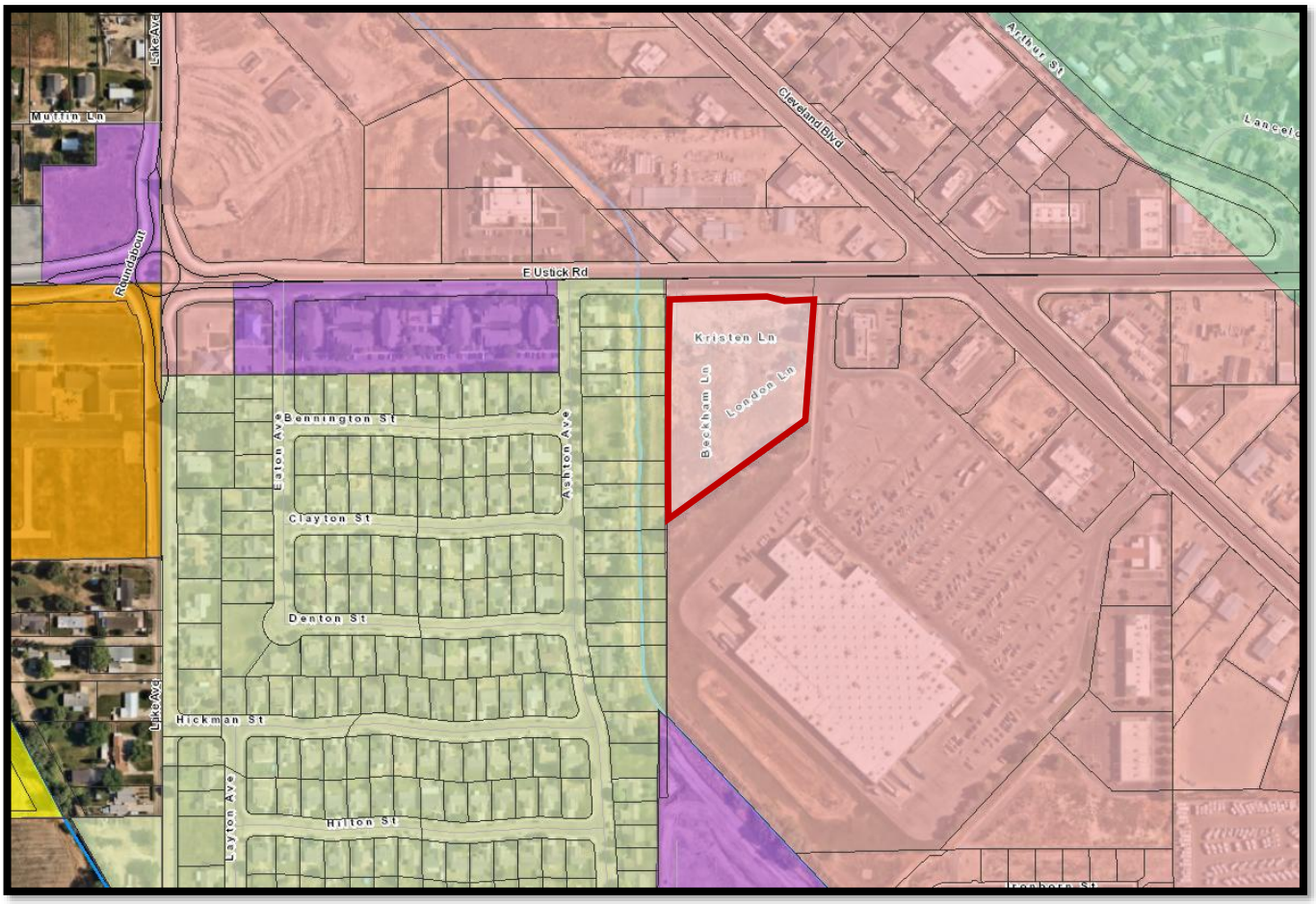
For projects within the Mixed Use Center that include residential uses, the gross density range outlined in the Comprehensive Plan is **ten (10) to twenty-five (25) units per gross acre**.

The applicant is proposing a residential density of 12.76 dwelling units per gross acre, at the lower end of the allowed residential density.

Staff Comment: *The subject site's Mixed Use Center place type anticipates primarily commercial land uses and outlines residential uses as supporting land uses. To help move these goals and visions forward in the Mixed Use Center place type, the Caldwell City Code was amended in early 2025 to include standards requiring commercial uses along the collector and arterial road frontage of all projects within this designation—the subject development, as outlined in the Applicant's narrative, is requesting to develop the site without any commercial uses. Specific analysis on these standards and the Applicant's request are in subsequent sections as they are mostly related to the code standards and secondarily to the Comprehensive Plan.*
Because the Comprehensive Plan does not require commercial and the proposed development is compliant with the outlined residential gross density of the Mixed Use Center place type, Staff finds the overall proposed development plan is generally consistent with the goals and policies from the adopted Comprehensive Plan as listed in Table 1 below, based on the known factors at the time of publication of this staff report:

TABLE 1: CONSISTENT COMPREHENSIVE PLAN GOALS AND POLICIES	
CHAPTER 3: CONNECTED COMMUNITY	
Policy 1.1	Ensure new development pays for necessary improvements needed to mitigate the development's impact on infrastructure systems and services provided by the city.
Policy 2.2	Create alternative access points when developing property along principal arterial and collector roadways, to minimize direct access driveways wherever possible.
Policy 3.3	Facilitate improvements and intensification of activity along major commercial corridors with mixed-use development oriented toward the corridor.
Policy 3.4	Transition the intensity of land uses away from the activity corridor with multifamily housing, landscaping, and through building design.
Policy 6.1	Require access for emergency vehicles and responders in all new developments.
Policy 6.2	Develop new neighborhoods with proper ingress/egress for emergency vehicles, including secondary routes, adequate street widths, and turning spaces.
Policy 6.3	Ensure that street, parking, and driveway designs are adequately sized to accommodate the turning radius of public safety equipment.
Policy 9.1	Continue a dialogue with the school districts and College of Idaho to consider impacts on school facilities, capacity, and infrastructure when making land use decisions.
CHAPTER 4: VISION FOR VIBRANT GATHERING SPACES	
Policy 1.1:	Support development that provides a range of experiences and activities that are welcoming and inclusive to all demographics, including families, seniors, youth, and individuals with disabilities.
Policy 4.1	Work toward elimination of blight and areas of deterioration with infill development and redevelopment throughout the City.
CHAPTER 5: WHERE RIVERS, PARKS, AND AGRICULTURE MEET	
Policy 1.4	Support public and private parks and recreation systems that offer active and passive recreational opportunities.
Policy 2.1	Use stream-side riparian buffers and setbacks to protect the natural stream and river systems
CHAPTER 6: QUALITY NEIGHBORHOODS TO CALL HOME	
Policy 1.1	Allow a mix of housing types and densities within all neighborhoods, such as duplexes, townhouses, cottage communities, and other types as appropriate
Policy 1.3	Support higher density residential development near downtown, commercial centers, mixed-use areas, and along transit corridors.
Policy 2.1	Discourage monotonous housing developments, both in architectural style and in housing type.
Policy 2.4	Encourage neighborhood-serving services and retail businesses near residential neighborhoods to provide convenient access to daily needs.
Policy 3.1	Focus high-density residential development in areas with adequate services and near commercial centers.
Policy 3.2	Promote infill housing developments to maximize existing infrastructure and slow the loss of open space.

III. STAFF REVIEW AND ANALYSIS – ZONING MAP ANALYSIS



Map Exhibit (Above): City of Caldwell Zoning Map

R-S-1 Semi-Rural Residential-1	C-1 Neighborhood Commercial	I-P Industrial and Business Park
R-S-2 Semi-Rural Residential-2	C-2 Community Commercial	M-1 General Industrial
R-1 Neighborhood Residential	C-3 General Commercial	M-2 Heavy Industrial
R-2 Community Residential	C-4 Service Commercial	A-D Airport District
R-3 Urban Residential	C-C Downtown Central Business	MXC Mixed-Use / Regional Comm.
H-D Healthcare District	Downtown City Center	T-N Downtown Transition Neighborhood
Public District	C-D College District	

The proposed Rezone from the C-3 (General Commercial) zone to R-3 (Urban Residential) zone is consistent with the comprehensive plan designation of Mixed Use Center. According to Caldwell City Code, the purpose of the R-3 zone is to "provide areas by zoning procedures in accordance with the comprehensive plan that which allows for multifamily, townhomes, row-housing, mixed-use buildings, and live/work units. Single family may be present in forms such as small lot development, infill, or cottage courts. This zone is situated along or near major streets such as collectors and arterials. It is also generally located near pedestrian connections and commercial services. Supporting or secondary land uses may include medium scale commercial along major roadways or within a mixed-use development. This district may serve as a buffer between R-2 zones and nonresidential or mixed-use zones."

Staff Comment: *The applicant is proposing a medium-high density multi-family development consisting of 50 total units within 25 buildings (two units per building). Caldwell City Code classifies the proposed use as*

Dwelling - Multifamily Apartments (Large Scale) as it includes more than seven (7) units on a singular parcel. This use requires a Council Level Special Use Permit (SUP) according to the land use schedule for the R-3 zone (10-05-03(5))

The development's Mixed Use Center future land use designation requires specific zoning code requirements as outlined in 10-05-03(4).C which states: "Residential uses are prohibited along the frontage of all arterial roadways and highways within the Mixed-Use or Community Center place types, as designated on the Future Land Use Map, unless part of a Mixed-Use Small-Scale or Mixed-Use Large-Scale building in compliance with section 10-12-03-25." The proposed Freedom 50 project does not include any nonresidential uses or mixed-use buildings but includes residential structures along Ustick, an arterial roadway. Therefore, the proposed development is not fully compliant with code requirements.

Within the submitted narrative, the Applicant requests that City Council approve the project without commercial uses along Ustick. The Applicant outlines multiple reasons as to why the proposed development is an equal or better project than what code requires. Specifically, the Applicant states that maintaining commercial uses on this parcel would create land-use inefficiencies and an awkward site layout that diminishes both commercial viability and neighborhood design quality. Furthermore, the Applicant proposes that residential development along the Ustick frontage is more appropriate for the following reasons:

1. *Oversupply of Nearby Commercial Land: Within roughly a quarter-mile radius—particularly along Cleveland Boulevard—there are over 35 acres of vacant commercial property already available for development. The market does not currently support additional retail or service uses at this location.*
2. *Improved Transition Between Uses: Retaining commercial zoning would place high-intensity traffic and lighting immediately adjacent to single-family homes to the west. The proposed duplex community creates a smoother, more compatible transition between those residential areas and the adjacent Walmart.*
3. *Reduced Impacts and Greater Neighborhood Compatibility: Duplex housing produces significantly fewer daily trips and less noise and glare than commercial uses. The development's design and landscaping will further minimize any visual or operational impacts.*
4. *Better Long-Term Land-Use Fit: The City's Comprehensive Plan emphasizes infill housing, housing diversity, and efficient infrastructure use. This project directly advances those policies, while commercial needs remain adequately served along Cleveland Boulevard and other corridors.*

Although Staff cannot support or deny the noted request, Staff does find the proposed duplex multi-family project could be a viable transition of intensity from Ustick and the existing commercial uses to the existing single-family residential to the west.

To accomplish this deviation, a Development Agreement is required to accompany the requested rezone and include a specific provision(s) for the proposed code deviation and site design. City Council must make the ultimate decision on if the proposed development should be approved. As a guide, Staff recommends the following condition within the Development Agreement to ensure future development is consistent with any approved plans and the only code deviation approved is clearly outlined:

- *City Council has approved the subject development to NOT include any commercial uses along the arterial frontage to Ustick Road, as required by 10-05-03(4).C of Caldwell City Code. No other zoning code deviations are approved with this development.*

IV. STAFF REVIEW AND ANALYSIS – DEVELOPMENT PLAN

The project proposes fifty (50) residential units within 25 buildings. A building or parcel containing seven (7) or more dwelling units, including units that are located one over the other is defined as "Dwelling - Multifamily Apartments (Large Scale)". This is an allowed use within the R-3 (Urban Residential) zone with the approval of a Special Use Permit. The applicant has submitted a Special Use Permit consistent with zoning code requirements.

Detailed Breakdown of Phasing and Types of Land Uses:

A detailed breakdown of the phasing and types of land uses for the proposed project are as follows:

Phased Development?	☐ Yes ☒ No	**How Many Phases?**	**n/a**
Residential Type	**# of Lots**	**# of Buildings**	**# of Dwelling Units**
Dwelling – Multifamily Apartments (Large Scale, Duplex Style)	1	25	50
Common Lots	0	n/a	n/a
TOTAL	**1**	**25**	**50**

Non-Residential Type	**# of Lots**	**# of Buildings**	**# of Tenant Spaces**
Commercial	0	0	0
Industrial	n/a	n/a	n/a

Dimensional Standards Analysis:

The Caldwell City Code provides bulk zoning standards for regulating the size, height, and setback requirements for buildings and structures within a particular zoning district; along with standards for lot size, spatial arrangements, and massing and scaling.

The following are the required bulk requirements and dimensional standards for the **R-3 zone** in accordance with Caldwell City Code, and the dimensions proposed by the subject development:

Minimum Lot Size	**Required**	**Proposed**
Interior Lot Area (sq. ft.)	2,000	3.92 ac.
Corner Lot Area (sq. ft.)	2,500	n/a
Minimum Lot Width / Frontage (ft.)	20’	n/a

Setbacks	**Required**	**Proposed**
Front Yard Setback, Garage; Minimum (ft.)	22’	n/a
Front Yard Setback, Living Area; Minimum (ft.)	10’	10’
Interior Side Yard Setback (ft.) (Minimum)	5’	10’
Street Side Yard Setback (ft.) (Minimum)	15’	n/a
Rear Yard Setback (ft.) (Minimum)	10’	10’
Alley (Garage/Parking) Setbacks: Minimum (ft.)	5’	n/a

Scale and Massing	**Required**	**Proposed**
Maximum Building Height (ft.) *	45’	~ 25’
Residential Density Range in Gross units /acre	10-25 du/ac	12.76 du/ac

Multi-family Development Setbacks	**Required**	**Proposed**
Perimeter setback; Minimum (ft.)	15’ / 25’ (adjacent to single-family)	15’
Building Separation setback; Minimum (ft.)	10	10’

* Regardless of the zoning district, if a new mixed-use, multi-family, or non-residential structure is being built immediately adjacent to a single-family residence, the maximum height of the new structure shall be 30’ unless allowed to exceed such maximum height by special use permit approval. For the purposes of this requirement, immediately adjacent to shall mean within one hundred fifty (150) feet, as measured from structure to structure.

Multi-Family Development Standards (10-14):

INTERNAL CIRCULATION STANDARDS:	COMPLIANCE:
Drive Aisle Width	Compliant
Fire Access	Compliant (with conditions of approval)
ARCHITECTURAL DESIGN STANDARDS:	**COMPLIANCE:**
Wall Modulation	Compliant – see analysis below
First Floor: Combination of material type, color variation, banding, stringcourse, or modulation	**NOT Compliant**
Second Floor: shall not extend beyond the front face of first-story facades without additional façade modulation or additional material types and architectural accents	Compliant
Minimum of 3 primary materials and 2 primary colors	**NOT Compliant**
Accent color and/or material	Compliant
Roof pitch variation	Compliant
External Lighting:	Unknown – Conditioned

Staff Comments: *The Freedom 50 development is proposed as a multi-family project but is not a traditional stick-built project. The Applicant, TMOD, proposes 25 two-story modular buildings that are expected to expedite construction timelines and improve the affordability side of the project for future residents. Because of the modular nature of the project and the design for each building to contain two (2) units, Staff finds the buildings should be reviewed against the Duplex building design standards outlined in 10-05-07-2 of Caldwell City Code.*

When reviewed against the Duplex building design standards, the proposed two-unit modular structures meet or exceed the minimum design standards. The Applicant has shown multiple color palettes are proposed with each structure depicted with one primary color, an accent color, and staircases with architectural screening of different materials (metal and/or wood screening). In addition, because of the modular nature of the buildings, there is structural wall modulation on the front and rear side elevations with the patios and entries and the proposed staircases on the sides of each building include larger-than-required covers and architectural screening for the second floor which adds additional modulation on the sides of the structures.

The proposed development is compliant with the gross density range of the underlying future land use designation of Mixed Use Center and the minimum lot size requirements for the requested R-3 zoning district as it is one singular parcel of approximately 3.92 acres. The proposed development is also consistent with all minimum building setbacks for the R-3 zone. In addition and according to strict review of the dimensional standards, a 25' buffer would be required along the west boundary as the project directly abuts single-family residential property lines. The south and east perimeters are required to have a minimum 15' setback/buffer which is depicted on the latest site plan and landscape plan submitted. The north boundary abuts Ustick where a 25' landscape street buffer is required.

Staff finds the 25' buffer requirement along the west boundary is not applicable as the existing circumstances are abnormal and not at the fault of the subject property. The west boundary is part of the single-family residential home lots to the west but approximately 100' of these lots contain the Elijah Drain and its easement between the subject property's west boundary and the single-family home fence line. These large irrigation easements are typically within a separate common lot when adjacent to subdivisions but this is not the case here. Therefore, Staff finds the general 15' buffer should be required and the most recent development plans depict compliance with these dimensional standards.

CCC 10-02-05 Off-Street Parking Standards:

The Caldwell City Code has provisions addressing the minimum and maximum number of off-street parking spaces accessory to designated uses, shared parking lots, off-street loading, parking lot lighting, and bicycle parking.

The following provides an overview of the parking, loading, and bicycle parking requirements for the proposed land uses, and the amount proposed by the subject development:

MULTIFAMILY DEVELOPMENT		
Off-Street Parking Spaces	**Required**	**Proposed**
Off-Street Parking Spaces (Minimum)	1.0 per Studio unit 1.5 per 1- and 2-bedroom 2 per 3+ bedroom unit	111 Spaces
Guest Parking	**Required**	**Proposed**
Off-Street Guest Parking	1 per 10 units = 5	**11**
ADA Accessible Parking Spaces	**Required**	
ADA Accessible Parking Spaces (Minimum)	Shall meet state and federal requirements	
TOTAL VEHICLE PARKING:		
Bicycle Parking for Multi-family	**Required**	**Proposed**
1 Space for every 10 vehicle spaces	11	12

Staff Comments: *The project was reviewed for compliance with the multifamily parking requirements as the nature of the development is multi-family and not two-family duplexes. The Applicant's submittal does not include floor plans so specific bedroom counts are unknown. So, Staff analyzed the project based on the most restrictive parking being required by presuming each unit would have a minimum of 3 bedrooms. Based on this assumption, a minimum of 105 spaces would be required, 100 base spaces (2 per units) and 5 guest spaces (1 per 10 units). The Applicant has proposed 111 spaces which exceeds the minimum amount.*

Public Services, Utilities, and Facilities:

Sewer & Water: All utilities are available or will be available as outlined in the City of Caldwell Engineering staff report memo.

Irrigation Applicant is required to provide pressurized irrigation throughout the project in accordance with Caldwell City Code. The subject site is located within the Pioneer Irrigation District boundary. Any issues related to access to a pressurized irrigation system will be addressed in the City of Caldwell Engineering staff report memo.

Stormwater: The applicant proposes retaining storm water on site, per City Code.

Schools: The subject site is located within the Vallivue School District. The letter received from the district stated overall district enrollment concerns as one of the only districts still growing in enrollment.

Police: Emergency police services are provided by the City of Caldwell Police. The nearest police station is approximately 3.7 miles away from the furthest point of the development.

Fire: Emergency fire services are provided by the City of Caldwell Fire. The nearest fire station is Station #2 and is approximately 2.2 miles from the development. The approximate response time for this development is 6 minutes.

Staff Comments: *Staff finds all utilities are available or will be available as outlined in the engineering staff report/ memo. Utilities are required to be designed and constructed in accordance with the City of Caldwell requirements for municipal facilities. All other public services and facilities are or will be provided to serve the site and any proposed land uses based upon the letters received from partner agencies.*

Transportation and Connectivity:

Street Frontage: The Freedom 50 development has frontage to one classified roadway, Ustick Road along the north boundary. The east boundary is adjacent to a commercial

drive aisle for the benefit of the commercial users to the east. Ustick has existing attached sidewalk and the frontage is proposed to be improved with landscaping.

Street Classifications: Ustick Road – Principal Arterial

Proposed Site Access: The development is proposing to have a full access point to Ustick Road at the existing curb cut location at the very west boundary of the subject site. Access to individual buildings is proposed via internal drive aisles. No other vehicular access is proposed for the subject development which has necessitated a condition of approval by Caldwell Fire that all units shall be sprinklered to comply with Fire Code.

Traffic Impact Study (TIS): A TIS was not required for this application due to the number of units proposed, the number of units being significantly lesser than what was previously approved and anticipated, and because Ustick Road has been fully widened adjacent to the subject site.

Safe Routes to Schools:

As required by 10-02-02 (3), residential and multi-family subdivisions and/or developments within the "walk zone" of a school or where no walk zone map exists (within a 1 ½ mile radius of a school) shall provide safe and well-designed routes and crossings for children to bike or walk from their home to school. Such routes shall include:

- The shortest and safest routes.
- Level, ADA accessible sidewalks with minimum cross slope where sidewalks cross driveways. Sidewalk widths shall be determined by the functional classification of the street.
- Curb ramps in accordance with the latest ADA design standards.
- Pathways that connect to schools where needed.
- Crosswalk and/or protected crosswalks, as required by the city.

Staff Comments: *As submitted, the proposed access points appear to be compliant with all city code requirements for transportation, access, and connectivity.*

As discussed in other sections, the subject site is within the Vallivue School District. The specific schools that potential students generated by this development would attend are generally not within walking distance of the subject development (Central Canyon Elementary, Summitvue Middle, and Vallivue High). A private religious school is approximately ¼ mile to the west along Ustick and there is existing sidewalk between the subject site and the school at the southwest corner of Lake & Ustick. The existing conditions provide the most available access to pedestrian facilities as is possible at this time.

Landscaping, Open Space, Pathways, and Amenities:

The Caldwell City Code specifies requirements for landscape street buffers, open space, land use buffers, and private and public pathways.

The following provides an overview of the city code requirements, and the proposal presented by the subject development:

Street Landscape Buffers	Min. Required	Proposed
Ustick – Arterial (386 LF):		
Buffer Width:	25' wide	25'
Sidewalk:	7' attached	7' attached (existing)
Berms:	Yes	No - conditioned
Class I tree:	One per 25 LF	6 proposed (overhead power lines)

	No more than 50% of the trees	
Class II tree:	One per 35 LF	5 proposed
Shrubs:	One per 4 LF 352'/4 = 88 shrubs	88 shrubs
Groundcover:	20-50% turf grass Min. 50% shrubs, flowers, and other vegetative groundcover (besides turf)	Compliant
Boulders:	not required	No

Buffers Between Land Uses:	**Min. Required**	**Proposed**
Multifamily Perimeter Buffer:	15' / 25'	15'
Tree Requirement:	Mix of Evergreen and Deciduous trees that touch within 5 years of planting and where a minimum of 40% of required trees are evergreen	**Does not appear to be compliant - conditioned**
Shrub Density:	One per 3 LF	Each buffer is compliant
Groundcover:	20-50% turf grass Min. 50% shrubs, flowers, and other vegetative groundcover (besides grass)	Compliant

Open Space (Multi-Family Development, 10-14):	**Min. Required**	**Proposed**
Common Qualifying Open Space:	10% baseline = 17,075 sf	~ 13.3 % (22,641 sf)
Open Space Per Dwelling:	N/A (not over 5 acres)	n/a
Common Grassy Area:	10,000 sf minimum	~ 13k sf
Private Open Space:	60 sf per unit	Compliant

Parking Lot Landscaping:	**Min. Required**	**Proposed**
Parking Islands:	Every 12 spaces	Compliant
Planter Island Width:	8' width for Class I trees 10' width for Class II trees	Compliant
Planter Island Length:	At least equal length to the adjacent parking spaces	Compliant
Class 1 or 2 Trees (min. 2" caliper):	Min. of 1 for a single row Min. 2 for a double row	Compliant
Plantings:	A combination of low shrubs, flowers, native grasses or other vegetative groundcover. If island is less than 6' wide, turf grass is prohibited. If island is greater than 6', turf grass shall never exceed more than 50% of the planter area. Compliance with 10-02-09-8 is required.	Compliant

Building Façade Landscaping:	**Min. Required**	**Proposed**
Planter Width:	3' wide in all areas that will not impede pedestrian access	Yes

Shrubs:	One (1) three (3) gallon shrub per 3 LF of foundation	Yes
Groundcover:	Additional groundcover plants shall cover the remainder of the landscaped area	Yes

Pathways:	**Required**
(Public Pathways):	
Irrigation/Drain Pathways:	Yes
Regional Pathway (10' multi-use):	No
Wayfinding and Directional Signage:	No
Fencing (Both Sides of Pathway):	No
(Other Pathways):	
Neighborhood Pathways (5'):	Yes
Community Pathways (8'):	No

Staff Comments (Landscaping, Buffers, & Common Open Space):

Based upon review of the submitted landscape plans and open space exhibit, the proposed development is mostly compliant with all code requirements. The few areas (berming, tree density within west boundary) that do not comply with code have been conditioned within the conditions of approval of this staff report.

Multi-Family Amenities:

Per CCC 10-14-01(5), all multi-family developments shall provide for quality of life, open space, and recreation amenities to meet the particular needs of the residents of their development. The number of amenities required shall depend on the size of the multi-family development as outlined in CCC.

Staff Comments: *The Applicant has proposed three (3) amenities within the development that meet the minimum code requirements outlined in 10-14: a child's playground area, a dog park, and a pergola with seating.*

Regional Pathways:

Staff notes the 2040 Bicycle and Pedestrian Master Plan identifies the Elijah Drain as requiring an 8-foot public pathway. However, as part of other developments, no adjacent properties were required to provide a pathway or easement to construct one. Furthermore, the drain to the west is wholly within the individual properties of single-family homes to the west, complicating the matter further. Therefore, Staff does not find it prudent to require this Applicant provide a pathway at this time located outside of the irrigation easement that will likely never provide additional connectivity in the area.

Neighborhood and Community Pathways:

Neighborhood Pathways (5'): The applicant is proposing five-foot (5') wide pathways/sidewalks throughout the project to provide pedestrian connectivity between common open space areas, units, parking, and to and from the adjacent arterial street (Ustick) sidewalk.

Community Pathways (8'): Not applicable.

Fencing and Screening:

Fencing is not required by code outside of being used as screening devices. The Applicant has proposed 4' open vision fencing around the proposed dog park areas for dog security. There is also an existing 6' wood fence along the east and south property lines that appears to be in generally good condition.

One (1) trash enclosure is depicted on the submitted plans, but the type of enclosure and screening material is not clearly defined. All trash enclosures are required to be screened with landscaping/fencing in accordance with the City Code. Staff does have concern with only one trash enclosure being included so a condition of approval has been added that with any future construction drawing submittal, Republic Services approval of the location and number of trash enclosures has been approved. In addition, any ground mechanical units shall be screened with landscaping/fencing in accordance with the City Code.

V. STAFF REVIEW AND ANALYSIS – AREAS OF SPECIAL CONCERN

Staff does not have specific concern regarding the proposed development. However, Staff does recommend the City Council determine if the proposed development, without any commercial uses, still meets the goals and intentions outlined within the Comprehensive Plan and development code regulations if strict adherence is not met.

VI. PUBLIC HEARINGS

HEARING EXAMINER PUBLIC HEARING

A public hearing on the subject application(s) were held before the Hearing Examiner on 12/23/2025 and was continued to 1/13/2026, at which time city staff presented a staff report along with an analysis of the application and all pertinent information on the case, followed by the applicant's presentation, and testimony in opposition, neutral, and in favor.

The Hearing Examiner reviewed and considered all records, evidence, testimony, and facts presented prior to making a recommendation for APPROVAL to be forwarded to City Council at the 1/13/2026 hearing date.

CITY COUNCIL PUBLIC HEARING

A public hearing on the subject applications was held before the City Council on 3/2/2026, at which time city staff presented a staff report along with an analysis of the application and all pertinent information on the case, followed by the applicant's presentation, and testimony in opposition, neutral, and in favor.

The City Council reviewed and considered all records, evidence, testimony, facts presented, and recommendations in making their decision.

Based upon compliance with the conditions noted herein, the City Council found and concluded the following:

THE FINDINGS BELOW ARE WRITTEN IN BOTH APPROVAL AND DENIAL.

THE CITY COUNCIL WILL DECIDE IF THE INDIVIDUAL APPLICATIONS ARE COMPLIANT WITH THE CORRESPONDING CRITERIA AS LISTED BELOW.

NOTE: *The findings will be updated prior to signature to represent the decision made at the hearing.*

Zoning Ordinance MAP Amendment

REQUIRED APPROVAL CRITERIA
The City of Caldwell 2040 Comprehensive Plan, Caldwell City Code Sections 10-01-05: Official Zoning Maps and the Comprehensive Plan, 10-01-07: Zoning Upon Annexation, and 10-03-02: Zoning Ordinance Text and Map Amendments - Rezones outlines the approval criteria pertinent to zoning ordinance text and/or map amendments. **The city council, prior to approving any ordinance map amendment request, shall find and conclude the requests have met the criteria identified below.**

Criteria	Findings and Conclusion	
	Compliant	Not Compliant
The request has met compliance with all public notice and hearing requirements of the City Code and Idaho Code.		
The proposed zoning map amendment is consistent with the comprehensive plan's land use map, and the plan's established goals, objectives, and policies. If the request is not in accordance with the adopted comprehensive plan, the request for amendment shall not take place until after the comprehensive plan has been amended under notice and hearing procedures provided in this chapter and within section 67-6509, Idaho Code.		
The proposed map amendment is consistent with the purpose statement of the proposed zoning district.		
The intensity of development in the new zoning district is not expected to create significantly adverse impacts to surrounding properties or the neighborhood, or has proposed efforts to mitigate or minimize such adverse impacts		
The information provided from the agencies having jurisdiction over the public facilities needed for this site indicate that adequate public facilities exist, or are expected to be provided, to serve all uses allowed on this property under the proposed zone.		

Special Use Permits

REQUIRED APPROVAL CRITERIA
Caldwell City Code Section 10-03-04: Special Use Permits, outlines the criteria for approving a special use permit. **The city council, prior to approving a special use permit request, shall find and conclude the requests have met the criteria identified.**

Criteria	Findings and Conclusion	
	Compliant	Not Compliant
That the site is large enough to accommodate the proposed use and meet all the dimensional and development regulations in the district in which the use is located.		
That the proposed use will be harmonious with the Caldwell Comprehensive Plan and in accord with the requirements of this chapter		

That the design, construction, operation, and maintenance will be compatible with other uses in the general neighborhood and with the existing or intended character of the general vicinity and that such use will not adversely change the essential character of the same area		
That the proposed use, if it complies with all conditions of the approval imposed, will not adversely affect other property in the vicinity.		
That the proposed use will be served adequately by essential public facilities and services such as highways, streets, schools, parks, police and fire protection, drainage structures, refuse disposal, water, and sewer.		
That the proposed use will not create excessive additional costs for public facilities and services and will not be detrimental to the economic welfare of the community.		
That the proposed use will not involve activities or processes, materials, equipment, and conditions of operation that will be detrimental to any persons, property or the general welfare by reason of excessive production of noise, smoke, fumes, glare or odors.		
That the proposed use will not result in the destruction, loss or damage of a natural, scenic or historic feature considered to be of major importance on the site in which the special use will take place.		

VII. CONCLUSIONS OF LAW

1. The City of Caldwell has provided for the processing of Land Use permits authorized by Chapter 65, Title 67, Idaho Code, pursuant to Chapter 10 Zoning Regulations and Chapter 11 Subdivision Regulations.

2. Adequate notice of the public hearing was provided, pursuant to Section 67-6512, Idaho Code and Chapter 10, Article 3, Section 10-03-12 of Caldwell City Code.

3. The record includes, but is not limited to all files, application documents, public notices, public comments and testimony, staff reports and memos, presented evidence and exhibits, public hearing written minutes and audio, and the signed Findings of Facts, Conclusions of Law and Decision.

4. The Planning and Zoning Commission and Hearing Examiner are authorized to recommend approval, recommend approval with conditions, recommend approval with modifications, or recommend denial of specific land use applications in accordance with Section 10-01-02 (3) of Caldwell City Code. The Hearing Examiner reviewed and considered all records, evidence, testimony, facts presented, applicable code standards, and the Caldwell Comprehensive Plan when making their recommendation.

5. The Planning and Zoning Commission and Hearing Examiner are authorized to approve, approve with conditions, approve with modifications, or deny special use permits and planned unit development requests, when said planned unit development requests are not part of a preliminary plat, in accordance with Section 10-01-02(3) of Caldwell City Code.

6. The City Council reviewed and considered all records, evidence, testimony, facts presented, applicable code standards, the Caldwell Comprehensive Plan, and approval criteria as specified within Caldwell City Code in making their findings and decision.

VIII. DECISION

NOTE: *THIS SECTION WILL BE MODIFIED PRIOR TO FINAL SIGNATURE TO REPRESENT THE ACTION OF THE DECIDING BODY*

Approval Decision Language

THEREFORE, the Caldwell City Council, hereby **approves** of the request for Rezone of approximately 3.92 acres from C-3 to R-3 and Special Use Permit for the purpose of constructing a Multifamily Apartment (Large-Scale) development of 50 duplex style units with the conditions of approval noted herein, to include the associated Development Agreement;

OR

Denial Decision Language

THEREFORE, the Caldwell City Council, hereby **Denies** the request for Rezone of approximately 3.92 acres from C-3 to R-3 and Special Use Permit for the purpose of constructing a Multifamily Apartment (Large-Scale) development of 50 duplex style units because**….*deciding body must state the reasons for denial***

IX. CONDITIONS OF APPROVAL:

(This section is only applicable to approval decisions)

NOTE: Any conditions removed by the governing body will be shown in strikethrough. Any conditions added by the governing body will be shown underlined

A. Site Specific Requirements:

1. Future development of the subject site shall be substantially consistent with the approved plans such as the site plan, landscape plan, open space exhibit, and building elevations/renderings, including any required modifications required through the public hearing process or as outlined below.
2. Prior to Construction Drawing or Building Permit submittal, whichever is applicable, the Applicant shall provide proof of approval for the location and number of trash enclosures for the subject development by the contracted solid-waste service provider for the City of Caldwell.
3. Prior to the Construction Drawing or Building Permit submittal, whichever occurs first, the Applicant shall revise the landscape plans to include the required berming along Ustick and additional trees along the west boundary in compliance with 10-02-09 of Caldwell City Code.
4. To ensure compliance with the minimum architectural design standard and any deviations approved by the City Council, the Applicant shall submit for administrative Design Review prior to building permit submittal.
5. To comply with Fire code, all structures within this development shall be sprinklered and comply with the City of Caldwell Fire Department memo, dated December 3, 2025.

B. General Requirements:

1. Development of the subject property shall be in conformance with all municipal codes, policies, standards, and regulations of the City of Caldwell, unless specifically stated otherwise in a Development Agreement or in the Order of Decision. **NOTE:** Failure *to identify a code violation during the review of the plans DOES NOT give the applicant the right or permission to violate any codes, policies, standards and/or regulations.*
2. If any term or provision of this decision, to any extent, is held invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby, but each such remaining term and provision shall be valid and enforced to the fullest extent permitted by law.
3. Any nuisances existing on the property (weeds, trash, debris, etc) shall be resolved and in compliance with city codes prior to the approval of any construction drawings and/or issuance of building permits.
4. Any changes to the plans and specifications upon which this approval is based, other than those required by the above conditions, may require submittal of an application for modification and approval of that application prior to commencing any change.
5. All improvements and operations shall comply with applicable local, state and federal requirements and procedures whether specifically addressed in the analysis of this application or not.
6. Fencing: Fencing must comply with Caldwell City Code Section 10-02-07.
7. Approval: This approval is for the application(s) specified herein only. Additional permits, licenses and approvals may be necessary.
8. Solid Waste Disposal: All solid waste receptacles utilized during development and/or construction shall be provided by the same company with which the City of Caldwell has an exclusive contract.
9. Business Licensing: All businesses operating within the corporate limits of the city shall obtain a business permit/license prior to commencing business operations.

C. Site Design and Development Standards:

1. General: All new construction shall comply with the current bulk and dimensional standards in effect at the time the building permit is filed, excluding any deviations/modifications approved through a planned unit development, special use permit, and/or development agreement.
2. Concept Site Plan: The concept site plan **(Exhibit 1)** represents the Owner's current concept for completion of the Project. As the site layout evolves, the city understands and agrees that certain changes in that concept may occur or be required. If the City determines that any such changes require additional public comment due to potential impacts on surrounding property or the community, a public hearing shall be held on any proposed changes in the Concept Plan and notice shall be provided as may be required by the City. The Owner understands and agrees that any changes or modifications to the site plan must be submitted to the City for review and approval prior to development.
3. Building Elevations: The building elevations **(Exhibit 1)** represent the Owner's current concept for the style of architecture, architectural features, colors, finishes and materials, and surrounding landscaping for the project. As the building design evolves, the city understands and agrees that certain changes in that concept may occur or be required. If the City determines that any such changes require additional public comment due to potential impacts on surrounding property or the community, or that such change is a substantial enough change from the elevations presented to the public, a public hearing shall be held on the proposed changes and notice shall be provided as may be required by the City. The Owner understands and agrees that any changes or modifications to the building elevations must be submitted to the City for review and approval prior to construction of such.
4. Stormwater: Strict adherence to the "Caldwell Stormwater Management Manual", as adopted by the city

council as well as any subsequent adopted updates, is required. **NOTE:** Any *modifications necessary to the original approved stormwater design where additional stormwater retention or detention facilities are required, or where the approved retention and detention facilities are required to be expanded, still requires adherence to the requirements for minimum open space, landscape buffers, lot sizes and setbacks.*

D. Fire Department Conditions of Approval:

1. Comply with all requirements of the City Fire Department as specified in their memo / email dated 12/3/2025 and shown in **Exhibit 2**. In addition, all fire code requirements for the following must be strictly adhered to:
    a. Access, turnarounds, emergency access, water supply, fire hydrants, etc. shall be met in the development and/or platting of the subject property.
    b. Final approval of the location and number of fire hydrants within the development shall be determined by the Fire Marshal and take place (by phase) at the time of submittal of applicable construction drawings for each phase.

E. Engineering Department Conditions of Approval:

1. Comply with all requirements of the City Engineering Department as specified in their memo dated 12/15/2025 and shown in **Exhibit 2.**
2. Comply with all requirements of the City Mapping Department as specified in their memo / email dated 12/9/2025 and shown in **Exhibit 2.**

F. Landscaping Specific Requirements:

1. Compliance: The applicant shall comply with all landscaping requirements based on Caldwell City Code.
2. Landscape Plan: The Landscape Plan **(Exhibit 1)** represents the approved landscape plan. Any changes to the landscape plan must be submitted to the City for review and approval prior to installation.
    a. If the City determines that any such changes require additional public comment due to potential impacts on surrounding property or the community, or that such change is a substantial enough change from the landscape plan presented to the public, a public hearing shall be held on the proposed changes and notice shall be provided as required by the City.
3. Landscape Maintenance: All landscaping and screening devices shall be maintained in an attractive, live, safe and healthy manner.
    a. Subdivisions: The homeowner's association/property management company is responsible for maintaining all common area landscaping and screening devices within a subdivision, development, and/or the subject property.
4. Parking Lot Landscaping: Linear grouping of parking spaces shall not exceed twelve (12) in a row, without the installation of an interior landscape planter island. All off-street parking lots/parking areas, drive aisles, and other vehicular use areas shall install a perimeter landscape buffer along the property line and/or project boundary. Class 3 trees are prohibited in the interior planter islands and all parking lot landscaping shall comply with 10-02-09-8.
5. Street Landscape Buffers: The street landscape buffers shall comply with CCC 10-02-09-5 and shall contain a mixture of trees, shrubs, lawn, vegetative and nonvegetative ground cover so that the entire buffer area is covered. Plantings shall meet or exceed the minimum plant sizes as follows:

TYPE	MINIMUM (at planting)
Evergreen trees	6-foot height minimum

Ornamental trees	2-inch caliper minimum
Shade trees	2-inch caliper minimum
Shrubs & Perennials	10” height and/or spread minimum, depending on plant species

G. Special Use Permit Specific Requirements:

1. Special Use Permit Expiration: A special 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, otherwise the special use permit approval shall become null and void. Except that if the approved special use permit is part of an annexation application, rezone application or preliminary plat application, then the applicable permit/certificate application shall be submitted within two (2) years of the date of signature of the order of decision showing approval of the annexation, rezone, or preliminary plat.
2. Special Use Permit Conditional Approval: Conditions of approval for the special use permit can be found within the Findings of Fact, Conclusions of Law and Order, signed by the City Council on 3/2/2026.

STANDARD LANGUAGE FOR DENIAL DECISION

(This section is applicable to all denial decisions except for OWNER CONSENTED ANNEXATIONS)

See below for language on owner consented annexations.

A. Request For Reconsideration By Affected Persons: On any application brought before the city council affecting the use, occupancy or development of real property, including, but not limited to, those matters governed by the Idaho Local Land Use Planning Act, found at Idaho Code section 67-6501 et seq., or the Caldwell Zoning Ordinance, found in this title, a party may request that the city council reconsider a decision pursuant to the terms of this section. Decisions and recommendations of the planning and zoning commission are not subject to reconsideration but may be appealed to the city council as provided in this title.

1. As required by Idaho Code section 67-6535(2)(b), any applicant or affected person who wishes to seek judicial review of compliance with the provisions of Idaho Code section 67-6535, must first seek reconsideration of the final decision within fourteen (14) days.
2. Such written request must be delivered to the city clerk within that time frame and must identify specific deficiencies in the decision for which reconsideration is sought. Upon reconsideration, the decision may be affirmed, reversed or modified after compliance with applicable procedural standards.
3. The city council shall review the petition for reconsideration at a regular meeting and decide whether to reconsider the matter.
4. The city council may consider its decision only if it finds any of the following:
    a) There was a clerical error in the decision;
    b) The decision resulted from fraud or mistake;
    c) There is new evidence for the record or a change in circumstances;
    d) There was a procedural error;
    e) The council previously rejected the application by a tie vote; or

f) The decision was made in violation of substantive law.

5. If the city council chooses to reconsider the final decision, the city council shall provide the applicant or affected person a written decision on such action. If the city council grants reconsideration in whole or in part, a hearing before the city council will be scheduled to address the specific deficiencies identified by the applicant or affected person, which shall be conducted pursuant to the public notice procedures set forth in this section. The issues examined upon reconsideration shall be limited to issues raised by the petition for reconsideration and the record previously established, as well as the applicable law. The cost of all required notices shall be borne by the party(ies) seeking reconsideration of the decision and paid in advance.

6. Following the hearing on the reconsideration, the city council may affirm, reverse, or modify, in whole or in part, its' prior decision and shall provide a written decision to the applicant and the affected person(s) within sixty (60) days of receipt of the request for reconsideration. If the city council fails to timely decide, the request for reconsideration is deemed denied. A decision shall not be deemed final for purposes of judicial review unless the process required in this subsection has been followed. The twenty-eight (28) day time frame for seeking judicial review is tolled until the date of the written decision regarding reconsideration or the expiration of the sixty (60) day reconsideration period, whichever occurs first.

7. Once the council has reconsidered any of its decisions relating to a given application, as set forth hereinabove, it may not entertain any additional or subsequent request for reconsideration, whether by the same or any other interested party.

A failure to request reconsideration is a failure of the applicant or affected party to exhaust administrative remedies.

These Findings of Fact, Conclusions of Law and Decision are approved and adopted by the Caldwell City Council on this XX day of MONTH 2025.

_____

Eric Phillips, Caldwell Mayor

ATTEST:

_____

Kristina Buchan, Caldwell City Clerk

EXHIBITS

Exhibit 1: Application Documents

- Application(s)
- Project Narrative
- Vicinity Map
- Site Plan
- Landscape Plan
- Open Space Exhibit
- Building Elevations
- Building Renderings
- Neighborhood Meeting Letter
- Neighborhood Meeting Mailing List
- Neighborhood Meeting Sign-In Sheet

Exhibit 2: City Department Conditions of Approval and Comments

- City of Caldwell Engineering Department
- City of Caldwell Fire Department
- City of Caldwell Mapping Department

Exhibit 3: Agency Notification and Comments

- Copy of Public Agency Notification Sent
- List of Public Agencies Notified
- Agency Comments Received
    - Vallivue School District

Exhibit 4: Public Comments
- None received prior to public hearing

Exhibit 5: Minutes of the Hearing Examiner Hearings (12/23/2025 & 1/13/2026)

Exhibit 6: Draft Development Agreement

Exhibit 7: Ordinance and Summary (Rezone)

EXHIBIT 1:

APPLICATION DOCUMENTS

COMMUNITY DEVELOPMENT DEPARTMENT
Planning & Zoning Division
Caldwell City Hall: 205 S 6th Avenue | Mail: PO Box 1179 Caldwell, ID 83606 |Phone: 208-455-3024
https://www.cityofcaldwell.org/Departments/Community-Development/Building-Safety-Division
Robin Collins, PCED, CBO | Community Development Director & Building Official

Master Land Use Application

This Master Land Use Application and specific land use checklists must be completed, with all required supplemental documents provided, prescreening passed, and fees paid for an application to be considered complete and accepted.

Hearing dates and codes utilized for review are based on the date is "complete and accepted".

Failure to submit all requested items (in legible form) may delay the processing of your application.

APPLICATION LEGEND:

* = Public hearing(s) required
** = May require public hearing
*** = City Council consent agenda
All others are considered Administrative Staff Level Reviews

I. Application Requests (check all that apply)

☐ Admin Director Determination	☐ Lot Split (Administrative)	☐ Subdivision (Prelim) Plat*
☐ Administrative Development Review[2]	☐ Lot Split (Simple)	☐ Subdivision (Final) Plat***
☐ Alternative Method of Compliance	☐ Manufactured Home Community*	☐ Subdivision (Short) Plat*
☐ Annexation w/Zoning*	☐ Mobile Food Unit (Individual)	☐ Subdivision Plat Modification**
☐ Business License (Permit)	☐ Mobile Food Unit Park / Court	☐ Subdivision Plat (Time Extension)
☐ Certificate of Appropriateness*	☐ Modification to Conditions of Approval**	☐ Subdivision Plat (Renewal)
☐ Comprehensive Plan (Map) Amendment*	☐ Outdoor Dining Permit	☐ Temporary Use Permit
☐ Comprehensive Plan (Text) Amendment*	☐ Parcel Consolidation	☐ Traffic Impact Study Review
☐ Deannexation*	☐ Performance Bonding	☐ Vacation (Easement)*
☐ Design Review**	☐ Planned Unit Development (New)*	☐ Vacation (Plat Note) *
☐ Development Agreement (New)*	☐ Planned Unit Development (Modification)**	☐ Vacation (ROW) *
☐ Development Agreement (Modification)**	☐ Public Art / Mural	☐ Variance*
☐ Development Agreement (Termination)*	☑ Rezone* (Zoning Map Amendment)	☐ Zoning Ordinance Text Amendment*
☐ Home Occupation Permit (New)	☐ Signs[1]	
☐ Home Occupation Permit (Renewal)	☑ Special Use Permit (New)*	
☐ Lot Line / Boundary Line Adjustment	☐ Special Use Permit (Modification)**	

Footnotes:

[1]Freestanding, post/pole, or monument signs less than 6' in height. All other signs must be submitted through the building department.

[2] Used when not associated with other land use applications, when revisions to an approved (non-subdivision development) is being proposed, or when the land use schedules indicate the requirement for Administrative Development Review.

II. General Project / Site Information

Project or Development Name: *(for business licensing, use business name)*	FREEDOM 50
Site Address(s): *Upload separate attached sheet if more than six (6) site addresses*	4120 E USTICK RD CALDWELL, ID 83605
Suite #s:	
Parcel #s:	R3249700000
Total Acres:	3.9
Prior Use of Property:	C-3 COMMERCIAL
Proposed Use of Property:	R-3 RESIDENTIAL

Current Zoning of Subject Parcel(s): *(check all that apply)*

☐ RS-1	☐ C-1	☐ M-1	☐ D-CC	☐ A-D	☐ Property in County
☐ RS-2	☐ C-2	☐ M-2	☐ C-CB	☐ C-D	
☐ -1	☑ C-3	☐ I-P	☐ T-N	☐ H-D	List County Designation:
☐ R-2	☐ C-4			☐ P-D	
☐ R-3	☐ H-C				

Proposed Zoning of Subject Parcel(s): *(check all that apply)*	☐ No Change ☐ RS-1 ☐ RS-2 ☐ R-1 ☐ R-2 ☑ R-3	☐ C-1 ☐ C-2 ☐ C-3 ☐ C-4 ☐ H-C	☐ M-1 ☐ M-2 ☐ I-P		☐ D-CC ☐ C-CB ☐ T-N	☐ A-D ☐ C-D ☐ H-D ☐ P-D

Select the Overlay District for the Subject Parcel(s): *(check all that apply)*	☑ Not in Overlay Zone ☐ APO-1 ☐ APO-2	☐ ED-1	☐ FP-1	☐ HD-1 ☐ HD-2 ☐ HD-3	☐ SO-1 ☐ SO-2 ☐ SO-3	☐ UD-1 ☐ UD-2 ☐ UD-3

City of Caldwell Comprehensive Plan Designation of Subject Parcel(s): *(check all that apply)*	☐ Neighborhood 1 ☐ Neighborhood 2 ☐ Neighborhood 3 ☐ Urban Neighborhood	☐ Downtown ☑ Mixed Use Center ☐ Community Center ☐ Special Purpose

Is/Are Subject Parcel(s) located within an "Area Hub" as indicated within the City of Caldwell Comprehensive Plan?

☐ Yes ☑ No

III. Applicant Information

Note: If applicant is an LLC, proof of authorized signer will be required from the Secretary of State.

Name:	PAUL HILBIG
Company Name: *(if applicable)*	TMOD HOMES, LLC
Mailing Address:	2667 E GALA STREET SUITE 120 MERIDIAN, IDAHO 83642

Phone:	208-921-2506	**Email:**	PAUL@TMOD.COM

Email Address:	PAUL @TMOD.COM

Applicants Relationship to Property Owner:	☐ Property Owner ☑ Authorized Agent/Representative ☐ Purchaser ☐ Petitioner *(vacation requests only)*

IV. Property Owners' Information *(if different from applicant)*

Name:	DAVID NELSON
Mailing Address:	1123 12TH AVE STE 133 NAMPA, ID 83686
Phone:	
Email:	

V. Contractor / Developer Information *(fill out, if applicable)*

Name:	SAME AS APPLICANT
Company Name: *(if applicable)*	
Mailing Address:	
Phone:	
Email:	

VI. Architect Information *(fill out, if applicable)*

Name:	Patrick Alles
Company Name: *(if applicable)*	Patrick Alles Architecture
Mailing Address:	910 W Main Street, Suite 236 Boise, ID 83702
Phone:	971-373-3265
Email:	patrick@allesarchitecture.com

VII. Civil Engineer / Surveyor Information *(fill out, if applicable)*

Name:	DENNIS JORDAN
Company Name: *(if applicable)*	FOCUS ENGINEERING & SURVEYING
Mailing Address:	1001 N ROSARIO ST SUITE 100 MERIDIAN, ID 83642

Phone:	208-974-0075	**Email:**	DJORDAN@FOCUS-ES.COM

VIII. Landscape Architect Information *(fill out, if applicable)*

Name:	BRYAN WILSON
Company Name: *(if applicable)*	FOCUS ENGINEERING & SURVEYING
Mailing Address:	6949 S HIGH TECH DRIVE SUITE 200 MIDVALE, UT 84047

Phone:	801-352-0075	**Email:**	BWILSON@FOCUS-ES.COM

IX. Applicant Acknowledgement

☐ By signing this application, I authorize employees/agents of the City to enter onto the property that is the subject of this application during regular business hours. The sole purpose of entry is to make an examination of the property that is necessary to process this application; and

☐ I certify that I am the owner of this property, the owner's authorized agent/representative, or the petitioner (if for a vacation). If acting as an authorized agent or representative, I further certify that I have full power and authority to file this application and to perform, on behalf of the owner, all acts required to enable the jurisdiction to process and review such an application. I will comply with all provisions of the law and ordinance governing this type of application; and

☐ I certify that failure to submit all required documents in compliance with the checklist could result in delayed acceptance, processing, and hearing date timelines; and

☐ I certify that the information furnished by me as part of this application is true and correct to the best of my knowledge.

I certify that I am the:

☐ Property Owner ☑ Authorized Agent / Representative ☐ Petitioner (Vacations Only)

PAUL HILBIG — SEPTEMBER 30, 2025

Applicant / Applicant's Representative Printed Name — Date

Applicant / Applicant's Representative Signature

City of Caldwell
Planning and Zoning Department
Phone: (208) 455-3021 | Web: www.cityofcaldwell.org

SPECIAL USE PERMIT CHECKLIST

The following items shall be included in the application submittal. Additional information may be required upon official review of the plans. Please check the box for each item listed below to confirm submission of the item listed.

SECTION 1: Filing Requirements

- ☐ All applications, checklists, plans and supporting documents must be submitted through our Online Permit Center.
- ☐ All applications, checklists, plans and supporting documents shall follow the naming schematic as provided here.
- ☐ Filing fees **(see Section 2 below)**
- ☐ PDF Documents formatted in accordance with **Section 5** below.
- ☐ All documents shall follow the naming conventions as shown here.

SECTION 2: Filing Fees

Refer to the Planning Department fee list for most current fees.

☐ Permit fees. Fees will be required to be paid once the application has been submitted and received by the department.

SECTION 3: Submittal Documents

The items listed below are considered a minimum. Additional information may be necessary for clarification during the review process.

☐ ***Master Land Use Application.*** Copy of a completed and signed master land use application.

☐ ***Application Checklist.*** Copy of a completed and signed application checklist

☐ ***Copy of Deeds or Proof of Ownership.*** If the owner is a corporation or LLC, proof of the representative for the LLC or corporation will be required.

☐ ***Property Owner Acknowledgement***. Signed Property Owner Acknowledgement form (if applicable)

☐ ***Neighborhood Meeting Information***, including;

- ☐ A copy of the letter sent to all owners, residents and associations within 500' of property
- ☐ A copy of the 500' mailing list
- ☐ A copy of the sign-in sheet, with your signature for certification

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Planning and Zoning Department
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☐ ***Legal Descriptions.*** Attach a legal description of the property including metes and bounds to the centerline of all adjacent rights of ways. All legal descriptions shall be certified by a land surveyor registered to the State of Idaho.

☐ ***Detailed Site Plan***, **drawn to scale**, showing:

- ☐ Location of all property lines and dimensions
- ☐ All streets and driveways
- ☐ All off-street parking, loading spaces, drive aisles, ramps, and sidewalks
- ☐ All trash enclosure locations
- ☐ All existing and proposed landscaping
- ☐ All existing and proposed buildings and structures with setbacks
- ☐ All utility locations. Specify location of any overhead utility lines on the property
- ☐ Location of all proposed sign with dimensions to property line

☐ ***Concept Building Elevations (if new construction or remodel):*** Colored building elevations of all four (4) sides of buildings, indicating building heights, colors, materials, windows, doors, architectural features, and landscaping around buildings.

☐ ***Landscape Plan:*** Landscape plan, drawn to scale (no smaller than 1" = 50') and prepared by a landscape architect, a landscape designer or a qualified nursery person. Landscape plans shall be stamped by a licensed landscape architect and including the following information:

- ☐ ***Streets, Setbacks and Easements:*** Show all streets, setbacks, and easements, Streets shall be identified by name. Dimension and label all right-of-way, setbacks, and easements
- ☐ ***Sight Visibility Triangles:*** Show and label all sign visibility triangles.
- ☐ ***Storm Water Facilities and Berms:*** Show all storm water facilities and berms. Indicate berm heights, slopes and proposed landscaping
- ☐ ***Off-Street Parking & Bicycle Parking:*** A note listing the required number of parking spaces and bicycle parking spaces, the provided number of parking spaces and bicycle parking spaces, and the circulation area required to serve the parking spaces with typical dimensions.
- ☐ ***Existing Trees and/or Shrubs:*** Location of all existing trees and shrubs, and the approximate size and type of any existing trees and shrubs. Indicate by note which trees and/or shrubs will remain, if any.
- ☐ ***Existing and Proposed Structures***: Location of all existing and proposed structures and a note of whether the existing structures will remain
- ☐ ***Pathways:*** Location, width, and type of pathways, along with identification of all required pathway materials and landscaping callouts for micro pathways, major pathways, public pathways, regional pathways, and Indian Creek Corridor pathways (if applicable).

☐ ***Open Space Exhibit***: Separate open space exhibit clearly delineated using colored shading, so it is readily identifiable. The open space exhibit shall contain a table identifying:

- ☐ The percentage and acreage of each individual areas of open space and if the open space is being calculated as qualified open space
- ☐ The total percentage and acreage of code required open space and qualifying open space in relationship to the gross area of the project
- ☐ The total percentage and acreage of proposed open space and qualifying open space in relationship to the gross area of the project

☐ ***Public Amenities:*** Location, size, and types of new structures for recreational use (i.e., gazebos, water features, picnic areas, shuffleboard, etc.)

☐ ***School Bus Stops:*** Location of school bus stop areas within a common lot or common easement

☐ ***Public Transit Stops:*** Location of any public transit

☐ ***Street Landscape Buffers:*** Location and width of all street landscape buffers. Include the location of all sod, trees, shrubs, plantings, and other materials proposed.

☐ ***Landscape Buffers Between Land Uses:*** Location and width of all landscape buffers between different land uses. Include the location of all sod, trees, shrubs, plantings, and other materials proposed.

☐ ***Parking Lot Landscaping:*** Location and size of all landscape islands within parking lots, Include the location of all landscaping materials proposed

☐ ***Trash Enclosures:*** Location of all trash enclosures, to include details about screening and landscaping

☐ ***Fencing:*** Location, height, color, and materials for all existing or proposed fencing

☐ ***Other Landscape Amenities:*** Provide location, size, type and description of all other landscape improvements such as berms, decorative rock, boulders, etc.

☐ ***Landscape Schedule:*** Provide a table listing all of the locations, descriptions, types and numbers of landscaping products to be installed.

☐ ***Traffic Impact Study:*** A traffic impact study will be required if the proposed development generates one hundred (100) or more peak hour vehicle trips; more than thirty thousand (30,000) square feet of commercial use; or more than fifty thousand (50,000) square feet of industrial use.

Note: The city may require an impact study, even if the aforementioned criteria are not exceeded to resolve unique circumstances. The city may also waive the requirement if, in the city's opinion, there are no traffic issues to resolve.

SECTION 4: Project Specific Details

Fill in all the information below that is applicable to the project being proposed.

LAND USE AND ZONING INFORMATION			
	Zoning Designation	**Comp Plan Designation**	**Land Use**
(Subject Property)	SERVICE COMMERCIAL	MIXED USE CENTER	MIXED USE CENTER
North of Site	SERVICE COMMERCIAL	MIXED USE CENTER	MIXED USE CENTER
South of Site	SERVICE COMMERCIAL	MIXED USE CENTER	MIXED USE CENTER
East of Site	SERVICE COMMERCIAL	MIXED USE CENTER	MIXED USE CENTER
West of Site	LOW DENSITY RESIDENTIAL	NEIGHBORHOOD 3	RESIDENTIAL

PARKING, LOADING AND PEDESTRIAN AMENITIES		
Description	**Min. Required**	**Proposed**
Electric vehicle parking spaces	5	6
Off-street parking spaces	105	120
Commercial loading spaces	N/A	N/A
Industrial loading spaces	N/A	N/A
Bicycle parking spaces:	10	10
Describe any public transportation facilities that will be provided.	N/A	
Describe any public amenities that are being proposed:	PLAYGROUND AND DOG PARK	

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LANDSCAPING AND PATHWAYS	
Landscaping: *Please check all locations where landscaping will be provided*	☐ Parking lot ☑ Common areas ☐ Street landscape buffers ☐ Between different land uses ☐ Adjacent to Pathways ☑ Around building exterior Other _____
Public or Regional Pathways *Describe location, width, landscaping, and any proposed fencing:*	N/A

STREET LANDSCAPE BUFFERS							
Location *(Enter Street Name)*	**Min. Width Required**	**Proposed Width**	**% of Sod Proposed**	**# of Trees Proposed**	**Min. Tree Spacing** *(in feet)*	**# of Shrubs Proposed**	**Min. Shrub Spacing** *(in feet)*

BUFFERS BETWEEN LAND USES							
Location *(If not required, put N/A)*	**Min. Width Required**	**Proposed Width**	**% of Sod Proposed**	**# of Trees Proposed**	**Min. Tree Spacing** *(in feet)*	**# of Shrubs Proposed**	**Min. Shrub Spacing** *(in feet)*
North Property Line							
South Property Line							
East Property Line							
West Property Line							

PUBLIC SIDEWALKS				
Location (Street Name)	**Min. Width Required**	**Proposed Width**	**Type of Sidewalk**	**Existing or Proposed**
USTICK RD	8'	N/A	☐ Meandering ☑ Attached ☐ Detached	☑ Existing ☐ Proposed
			☐ Meandering ☐ Attached ☐ Detached	☐ Existing ☐ Proposed
			☐ Meandering ☐ Attached ☐ Detached	☐ Existing ☐ Proposed
			☐ Meandering ☐ Attached ☐ Detached	☐ Existing ☐ Proposed

UTILITIES, INFRASTRUCTURE, AND PUBLIC SERVICES INFORMATION		
Type of Site Access:	☑	Street Frontage ACCESS OFF OF USTICK
	☐	Easement Easement Width: Instrument #
Street(s) Providing Access:	USTICK RD	
Will Secondary Access for Fire be Provided:	☐ Yes ☐ No	
Internal Roads:	☐	Public
	☐	Private
	☐	Internal Circulation
	☐	Road User's Maintenance Agreement Inst#
School Districts Serving this Location:	☐	Caldwell School District
	☐	Vallivue School District

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UTILITIES, INFRASTRUCTURE, AND PUBLIC SERVICES INFORMATION		
Domestic Water:	☐	Individual Domestic Well – How Many?
	☐	Centralized Public Water System
	☐	City Municipal Water System
	☐	N/A
	Nearest Water Line Connection:	
Sewer (Wastewater):	☐	Individual Septic
	☐	City Municipal Sewer
	☐	N/A
	Nearest Sewer Line Connection:	
Irrigation:	☐	Surface
	☐	Irrigation Well
	☐	Pressurized
	☐	Gravity
	☐	N/A
	Nearest Irrigation Connection: WEST OF SITE IN ASHTON MEADOWS VIA PID	
	Irrigation District:	
Stormwater:	☐	Swales
	☐	Ponds
	☐	Borrow Ditches
	☐	Other, Explain: SEEPAGE BED
Stormwater Management:	Does the site disturb one or more acres of land? ☑ Yes ☐ No	
Fire Suppression Water Supply Source:	MUNICIPAL WATER	
Sources of Surface Water on or Nearby Properties (i.e., creeks, ditches, canals, lake, etc.):	ELIJAH DRAIN WEST OF PROPERTY	

SECTION 5: PDF Formatting Requirements

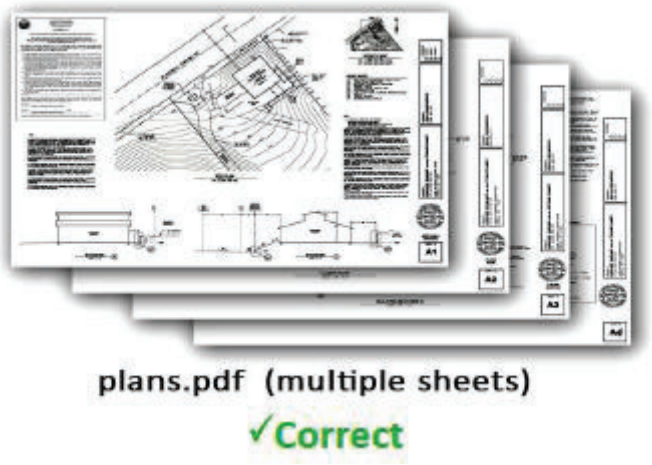
Portable Document Format (PDF) is the industry standard for electronic plans. The City of Caldwell only accepts PDF files for plan review. PDF files must be properly formatted as described below. Please read the instructions carefully. Improperly formatted plans can delay the plan review process for your project.

Layers: No multiple layers. Layers must be merged or flattened.

Format: Vector-based files are preferred given the ability to scale these files.

Resolution: Min. of 300 pixels per inch (PPI)

Grouping: Multiple sheet PDF (single file with multiple sheets)



Labeling: Each sheet of the plans must be labeled with the project name, contractor, and address of the subject site.

IX. Applicant Acknowledgement

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☐ I certify that I am the owner of this property, the owner's authorized agent/representative, or the petitioner (if for a vacation). If acting as an authorized agent or representative, I further certify that I have full power and authority to file this application and to perform, on behalf of the owner, all acts required to enable the jurisdiction to process and review such an application. I will comply with all provisions of the law and ordinance governing this type of application; and

☐ I certify that failure to submit all required documents in compliance with the checklist could result in delayed acceptance, processing, and hearing date timelines; and

☐ I certify that the information furnished by me as part of this application is true and correct to the best of my knowledge.

I certify that I am the:

☐ Property Owner ☑ Authorized Agent / Representative ☐ Petitioner (Vacations Only)

PAUL HILBIG — Applicant / Applicant's Representative Printed Name

SEPTEMBER 30, 2025 — Date

Applicant / Applicant's Representative Signature

Freedom Fifty Duplex Community

Planning and Zoning Department
City of Caldwell

Rezone from C-3 to R-3
and Special Use Permit for Duplex Use

Address: 4120 E Ustick Road, Caldwell, Idaho
Parcel No.: R3249700000

Overview of the Proposed Rezone and Future Development Plan

The applicant requests approval of a Rezone from C-3 to R-3 and a Special Use Permit to allow development of a 25-building duplex community (50 total dwelling units) on approximately 4.35 acres located at 4120 E Ustick Road, Caldwell, Idaho (Parcel R3249700000).

This property was previously approved by the Caldwell City Council in 2022 for the "Latitude 96" project, a three-story, 96-unit apartment complex under the existing C-3 zoning. Due to changing economic conditions that project did not move forward. The applicant now proposes Freedom Fifty -- a significantly lower-density, less-intensive residential community that maintains the same spirit of providing attainable housing while better aligning with current market realities and community context.

The proposed Freedom Fifty Duplex Community will feature 25 two-story duplex buildings, each containing two bedrooms and two bathrooms with a size of 1,250 square feet. Each building, therefore, will contain 2,500 square feet. Homes will be constructed using TMOD's factory-built, metal-framed modular system, which allows for precise quality control, faster delivery, and lower costs than traditional site-built methods. [TMOD is a next-generation building company based in Caldwell that combines advanced manufacturing and modular design to deliver high-quality, energy-efficient, and attainable housing more quickly and affordably than traditional construction methods.]

The proposed development will provide 120 total parking stalls, including 114 standard spaces and 6 ADA-accessible stalls. Of these, 40 stalls will be covered parking, enhancing both resident comfort and visual appeal. Parking exceeds the minimum requirements for duplex development within the R-3 zone, providing an average of 2.4 stalls per dwelling unit. The project maintains a low overall intensity with a density of 11.5 dwelling units per acre, which is well within the intended range for the R-3 district.

Common open space features include a playground, dog park, landscaped common areas, covered parking structures, and EV charging stations, creating a functional and attractive community environment for residents.

Site Context and Compatibility

The property is surrounded by a mix of commercial, industrial, and residential uses:
- East and South: Adjacent to the Walmart Supercenter, a major regional commercial use.
- West: Single-family homes, separated from the project by a canal, providing approximately 160 feet of separation between the nearest residence and the site.
- North: Fronts Ustick Road, an arterial street recently widened by the City, which included construction of a curb cut that will serve as the project's primary access. Across Ustick are industrial and warehouse-type buildings.

Given this mix of surrounding uses, Freedom Fifty offers an ideal transitional use between high-activity commercial areas and lower-intensity residential neighborhoods. Its scale, setbacks, and landscaping provide a visual and functional buffer that supports orderly development consistent with the Comprehensive Plan.

Justification for Residential Use Along Arterial Frontage

Maintaining commercial zoning on this parcel would create land-use inefficiencies and an awkward site layout that diminishes both commercial viability and neighborhood design quality. Residential development at this frontage is more appropriate for the following reasons:

1. Oversupply of Nearby Commercial Land: Within roughly a quarter-mile radius—particularly along Cleveland Boulevard—there are over 35 acres of vacant commercial property already available for development. The market does not currently support additional retail or service uses at this location.
2. Improved Transition Between Uses: Retaining commercial zoning would place high-intensity traffic and lighting immediately adjacent to single-family homes to the west. The proposed duplex community creates a smoother, more compatible transition between those residential areas and the adjacent Walmart.
3. Reduced Impacts and Greater Neighborhood Compatibility: Duplex housing produces significantly fewer daily trips and less noise and glare than commercial uses. The development's design and landscaping will further minimize any visual or operational impacts.
4. Better Long-Term Land-Use Fit: The City's Comprehensive Plan emphasizes infill housing, housing diversity, and efficient infrastructure use. This project directly advances those policies, while commercial needs remain adequately served along Cleveland Boulevard and other corridors.

In short, commercial zoning would impose a use pattern that no longer reflects market demand or neighborhood character, whereas residential development provides a balanced, context-sensitive solution for this site.

Consistency with the Caldwell Comprehensive Plan

Although no Comprehensive Plan Map amendment is requested, the proposal is fully consistent with the City's adopted goals and policies:

- Goal 1 – Managed and Orderly Growth: Encourages infill and redevelopment of under-utilized

parcels inside City limits.
- Goal 2 – Housing Variety and Affordability: Expands attainable housing options through efficient modular construction, serving residents priced out of traditional new builds.
- Goal 3 – Compact, Efficient Land Use: Promotes walkable, connected design using existing infrastructure and arterials.
- Goal 4 – Compatible Land Uses: Provides an appropriate buffer between Walmart and nearby single-family neighborhoods.
- Goal 6 – Sustainable Infrastructure: Leverages existing City water, sewer, and stormwater systems without extending services.

Consistency with the Purpose of the R-3 District

Under Caldwell City Code 10-02-06-03, the R-3 High Density Residential Zone is intended to: "Provide areas for high-density residential neighborhoods characterized by multiple-family dwellings, two-family dwellings, and other compatible uses with adequate access to community services and facilities."

Freedom Fifty aligns with this purpose by:
- Providing two-family dwellings through a Special Use Permit consistent with R-3 standards.
- Maintaining high-quality architecture, amenities, and open space consistent with modern neighborhood design.
- Delivering energy-efficient, factory-built homes that reduce costs and environmental impact.

Intensity of Development and Mitigation of Potential Impacts

The project represents a significant reduction in intensity compared to the previously approved 96-unit apartment complex. The proposed 50 duplex units will generate roughly half the traffic volume and visual scale.

Mitigation Measures:
- Traffic: Access through the existing City-installed curb cut on Ustick Road ensures safe ingress/egress; internal circulation will meet Fire and Engineering standards.
- Visual Character: Architectural variation, fencing, and landscaping will ensure an attractive and cohesive appearance.
- Noise and Lighting: All lighting will be shielded and directed downward.
- Stormwater: On-site detention and retention will meet or exceed City requirements.
- Compatibility: The 160-foot canal buffer to the west and landscaping along all edges ensure privacy and visual separation.

Adequate Public Facilities and Services

Adequate public facilities exist and will be provided to serve all uses allowed under the proposed R-3 zoning.
- Water and Sewer: City utilities are available adjacent to the site; service laterals will be extended per City standards.
- Streets: The site fronts Ustick Road with an existing curb cut installed by the City.
- Storm Drainage: On-site stormwater facilities will comply with City standards.
- Irrigation: The development will connect to a pressurized irrigation system.

- Emergency Services: Within Caldwell Fire and Police service areas.

No off-site infrastructure extensions or public investments are required.

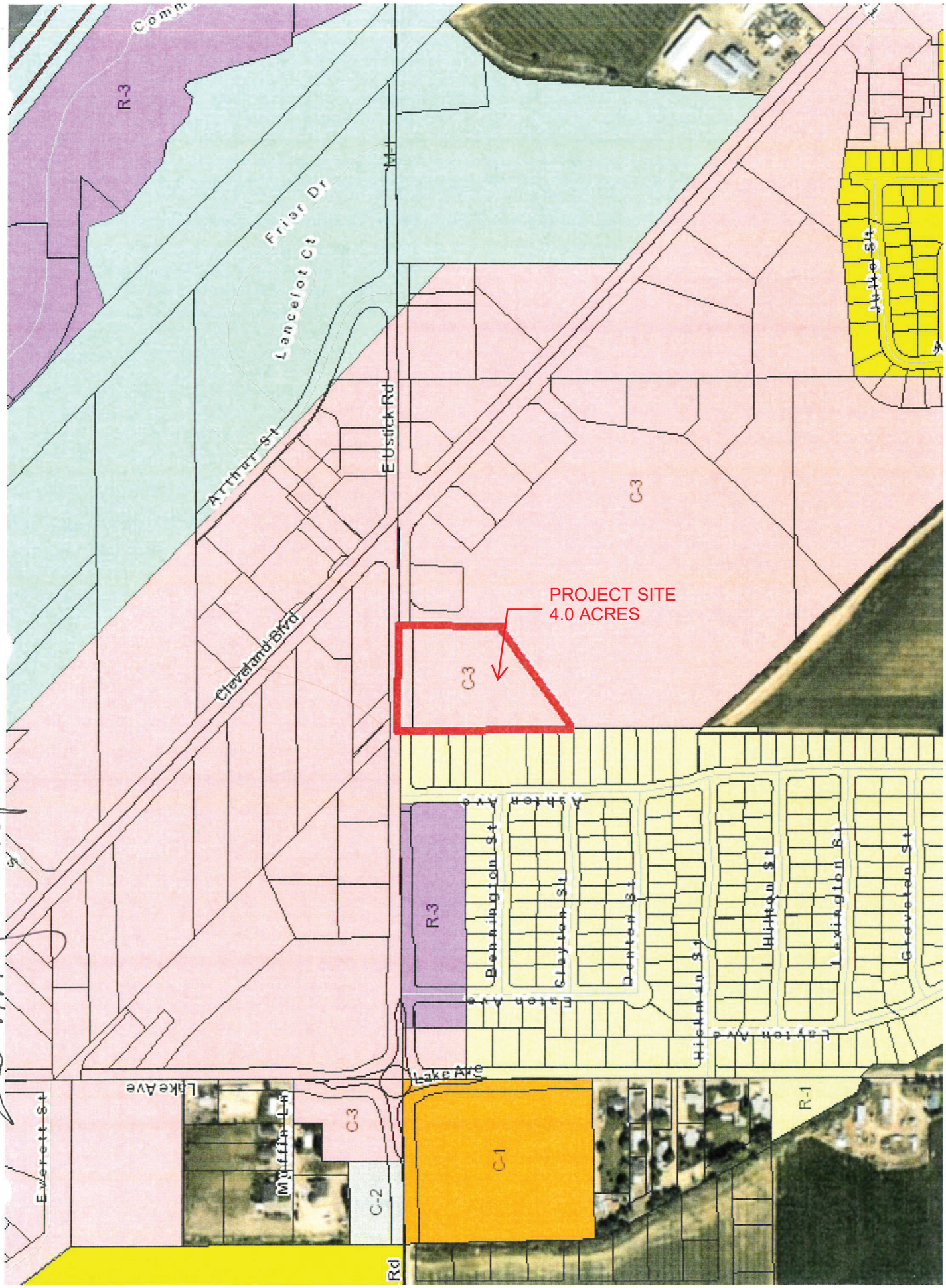
Conclusion

The Freedom Fifty Duplex Community represents a thoughtful evolution of an approved residential concept—transforming a 96-unit apartment project into a 50-unit duplex neighborhood that better meets today's market needs while improving compatibility with surrounding land uses.

Through TMOD's modular construction technology, the project will deliver efficient, energy-conscious, attainable housing that strengthens Caldwell's housing inventory and supports the City's long-term Comprehensive Plan objectives. The proposal is consistent with the intent of the R-3 zoning district, provides a logical transition between commercial and residential uses, and contributes to the creation of a vibrant, balanced community along the Ustick Road corridor.

Respectfully submitted,

Paul Hilbig
Applicant – Freedom Fifty Duplex Community
4120 E Ustick Road | Caldwell, Idaho | Parcel R3249700000


PROJECT SITE
4.0 ACRES
R-3
C-3
R-1
C-1
C-2
Friar Dr
Lancelot Ct
Arthur St
E Ustick Rd
Cleveland Blvd
Lake Ave
Everett St
Muffin Ln
Rd
Blessington St
Clayton St
Denton St
Hillman St
Lexington St
Grayton Ave

Zoning Map

FREEDOM 50
CALDWELL, ID
SITE PLAN
FOCUS
ENGINEERING AND SURVEYING, LLC
6949 S. HIGH TECH DRIVE SUITE 200
MIDVALE, UTAH 84047 PH: (801) 352-0075
WWW.FOCUS-ES.COM
FOR REVIEW ONLY
REVISION BLOCK
DESCRIPTION
DATE
SITE PLAN
Scale: 1"=30'
Drawn: GM
Date: 03/30/26
Job #: 25-5065
Sheet: C4
LEGEND
BOUNDARY
RIGHT-OF-WAY
CENTERLINE
LOT LINE
EASEMENT
XX" STORM DRAIN
STORM DRAIN MANHOLE
XX" CULINARY WATER
CULINARY WATER IRRIGATION
CONTOUR MAJOR
CONTOUR MINOR
EXIST. STORM DRAIN
EXIST. SANITARY SEWER
EXIST. CULINARY WATER
EXIST. FENCE
EXIST. CONTOUR MAJOR
EXIST. CONTOUR MINOR
SIGN
STREET LIGHT
SEWER MANHOLE (48" DIA.) OR CMOD
SEWER MANHOLE
SECONDARY METER, WATER METER
CULINARY VALVE, TEE & BEND
SECONDARY VALVE, TEE & BEND
WATER MANHOLE
FIRE HYDRANT
STREET MONUMENT (TO BE SET)
EXIST. STREET MONUMENT
EXIST. WATER MH
EXIST. SEWER MH
EXIST. VALVE, TEE, & BEND
EXIST. FIRE HYDRANT
SHOT ELEVATION
SITE TABULATIONS
TOTAL ACREAGE ±4.4 ACRES
BUILDING DESIGN
NO. OF DUPLEXES 25
NO. OF UNITS 50
PARKING
REQUIRED AMOUNT 100 STALLS (2/UNIT)
TOTAL PROVIDED 111 STALLS (2.2/UNIT)
NORMAL PARKING 105 STALLS
ADA PARKING 6 STALLS
OPEN PARKING 75 STALLS
COVERED PARKING 36 STALLS
BICYCLE PARKING 12 STALLS
LEGEND
CONCRETE PAVEMENT
ASPHALT PAVEMENT
BUILDING
COVERED PARKING AREA
LANDSCAPED AREA
GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft.
811
Know what's below.
Call 811 before you dig.
LONDON LANE
KRISTEN LANE
BECKHAM LANE
E. USTICK RD
DOG PARK
AMENITY CLUBHOUSE
PLAYGROUND
OFFICE BUILDING & MAINTENANCE STORAGE
EXISTING FENCE
6' PRIVACY FENCE
EXISTING STORM DRAIN
CONNECT TO EXISTING WATER MAIN
CONNECT TO EXISTING SEWER STUB
EXISTING STREET LIGHT TO REMAIN
8" WATER MAIN
8" SEWER MAIN
(3) STREET LIGHT (TYP.)
12" STORM DRAIN
15' BUILDING SETBACK FROM BOUNDARY
2" PRESSURIZED IRRIGATION
4" PRESSURIZED IRRIGATION
(3) FIRE HYDRANT (TYP.)
LAND AND GREASE TRAP
PROPERTY BOUNDARY
UNDERGROUND STORM DRAIN
PROPOSED PERGOLA
24x20.5' CONCRETE PAD
TRASH ENCLOSURE PAD (DUMPSTER INCLOSURE)
(6) TOT LOT (CONCRETE) 12 STALLS
VICINITY MAP
NTS
CLEVELAND BLVD
ASHTON AVE
PROJECT LOCATION
E USTICK RD

PROPERTY OVERVIEW

TOTAL ACREAGE	±4.0 ACRES
CURRENT ZONING- C-3	
SPECIAL USE PERMIT TO ALLOW R-3 (MULTI-FAMILY)	

CONCEPT DESIGN

MULTIFAMILY UNITS	50

OPEN SPACE

REQUIRED	0.4 ACRES (10%)
PROVIDED	±1.5 ACRES (37%)

CALDWELL CITY TABULATIONS

REQUIRED LANDSCAPE WITHIN STREET BUFFERS: 10-02-09

USTICK ROAD- PRINCIPLE ARTERIAL (25' BUFFER)

1. TURF GRASS/SOD AS A GROUNDCOVER SHALL BE A MINIMUM OF 20% COVERAGE BUT SHALLE NOT EXCEED 50% COVERAGE AREA

2. ONE TREE PER THIRTY-FIVE (35) LINEAR FEET OF BUFFER AREA. USTICK ROAD (352 LF / 35)= 10.05 REQUIRED- (11) TREES PROVIDED (11) CLASS (1) ORNAMENTAL TREES UNDER POWER LINES

ONE SHRUB PER FOUR (4) LINEAR FEET OF BUFFER AREA. USTICK ROAD (352 LF / 4)= 88 SHRUBS
REQUIRED- (88) SHRUBS PROVIDED (88)

PARKING LOT LANDSCAPING: 10-02-09-8

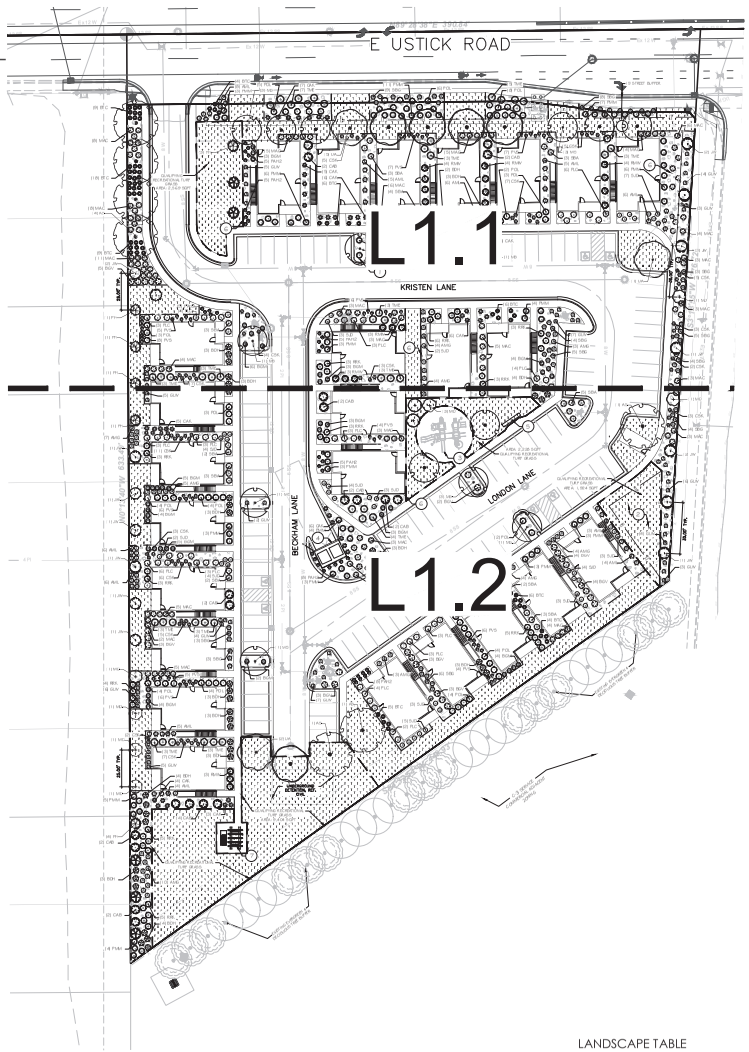
1. LINEAR GROUPING OF PARKING SPACES SHALL NOT EXCEED TWELVE (12) IN A ROW, WITHOUT A LANDSCAPE PLANTER ISLAND.
2. ISLANDS SHALL CONTAIN A MINIMUM OF ONE (1) CLASS 1 OR 2 TREE AND SHALL BE COVERED WITH A COMBINATION OF LOW SHRUBS, LAWN, OR GROUNDCOVER.

BUFFERS BETWEEN DIFFERENT LAND USES: 10-02-09-6
PROJECT SITE TO BE ANNEXED: C-1 MULTI-FAMILY

- A 15' LANDSCAPE BUFFER PROVIDED ON THE WEST PROPERTY LINE. R-1 SINGLE FAMILY RESIDENTIAL ADJACENCY.
- EAST SIDE OF THE SITE REQUIRES A BUFFER FROM (C-3 SERVICE COMMERCIAL)
- USTICK ROAD IS A PRIMARY ARTERIAL , AND REQUIRES A (25' WIDE) STREET BUFFER. AN AGREEMENT WAS ARRANGED WITH THE CITY FOR A 15' WIDE LANDSCAPE BUFFER ADJACENT TO THE PROPOSED TURN LANE ON THE NORTHEAST USTICK ROAD FRONTAGE.
- THE SOUTH SIDE OF THE SITE IS BUFFERED FROM THE WALMART PROPERTY WITH A LARGE EXISTING EVERGREEN & DECIDUOUS TREE ROW.
-

REQUIRED BUFFER MATERIAL

- MIXTURE OF EVERGREEN AND DECIDUOUS TREE (CLASS 1 & 2) TREES ONLY.
- MIXTURE OF SHRUBS, LAWN, VEGETATIVE AND NON-VEGETATIVE GROUND COVER SO THAT THE ENTIRE BUFFER WIDTH AREA IS COVERED.
- TREES SHALL BE SPACED AT 35' INTERVALS. SHRUBS SHALL BE SPACED AT 2' TO 8' INTERVALS DEPENDING UPON INDIVIDUAL PLANT SPACING REQUIREMENTS.



PLANT SCHEDULE

	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY
TREES					
	AS	Acer miyabei 'Morton'	State Street™ Miyabe Maple	2" Cal.	7
	MS	Malus x 'Spring Snow'	Spring Snow Crabapple	2" Cal.	16
	MD	Malus x adstringens 'Durleo'	Gladiator™ Crabapple	1.5" Cal.	9
	UA	Ulmus x ' Accolade'	Accolade Elm	2" Cal.	8
EVERGREEN TREES					
	JW	Juniperus scopulorum 'Wichita Blue'	Wichita Blue Juniper	6` Ht.	17
	PH	Pinus leucodermis ' Hendreichs'	Bosnian Pine	6` Ht.	11
SHRUBS					
	AML	Aronia melanocarpa 'Low Scape Hedger'	Dwarf Chokeberry	3 gal.	44
	AMG	Aronia melanocarpa 'UCONNAM012' TM	Ground Hug Black Chokeberry	5 gal.	27
	BTC	Berberis thunbergii ' Concorde'	Concorde Japanese Barberry	3 gal.	27
	BDH	Buddleja davidii 'Buzz Hot Raspberry'	Hot Raspberry Butterfly Bush	3 gal.	36
	BGM	Buxus x ' Green Mountain'	Green Mountain Boxwood	5 gal.	45
	BGV	Buxus x ' Green Velvet'	Green Velvet Boxwood	5 gal.	22
	CAB	Cornus alba 'Bailhalo' TM	Ivory Halo Dogwood	5 gal.	16
	CSK	Cornus sericea ' Kelseyi'	Kelsey`s Dwarf Red Twig Dogwood	3 gal.	87
	MAC	Mahonia aquifolium ' Compacta'	Compact Oregon Grape	5 gal.	88
	POL	Physocarpus opulifolius 'Donna May' TM	Little Devil Ninebark	5 gal.	59
	PMM	Pinus mugo 'Mops'	Mugo Pine	5 gal.	59
	PLC	Prunus laurocerasus ' Chestnut Hill'	Chestnut Hill English Laurel	5 gal.	50
	RMW	Rosa Meidiland 'White'	White Meidiland Rose	5 gal.	21
	RRK	Rosa x ' Red Knock Out '	Red Knock Out Rose	5 gal.	29
	SJD	Spiraea japonica ' Double Play Doozie'	Doozie Spirea	3 gal.	47
	SBA	Spiraea x bumalda ' Anthony Waterer'	Anthony Waterer Bumald Spiraea	3 gal.	33
	SBG	Spiraea x bumalda ' Goldflame'	Goldflame Spirea	3 gal.	51
	TME	Taxus x media ' Everlow'	Everlow Yew	5 gal.	46
ORNAMENTAL GRASSES					
	CAK	Calamagrostis x acutiflora ' Karl Foerster'	Karl Foerster Feather Reed Grass	1 gal.	39
	PVS	Panicum virgatum 'Shenandoah'	Shenandoah Switch Grass	1 gal.	56
	PAH2	Pennisetum alopecuroides 'Hameln'	Hameln Fountain Grass	1 gal.	69
PERENNIALS					
	GLW	Gaura lindheimeri ' Whirling Butterflies'	Whirling Butterflies Gaura	1 gal.	63
SYMBOL	**CODE**	**BOTANICAL NAME**	**COMMON NAME**	**SIZE**	**QTY**
GROUND COVERS					
	PP2	Poa pratensis	Kentucky Bluegrass	sod	33,843 sf

REFERENCE NOTES SCHEDULE

SYMBOL	CODE	DESCRIPTION	QTY
	1	RIVER ROCK	33,486 sf
	2	4' Ht. DOG PARK FENCE	
	3	PLAYGROUND, TYP. TBD	
	4	DUMPSTER ENCLOSURE, TYP.	
	5	MAILBOX CLUSTER	
	6	STEEL EDGING	
	7	PERGOLA AND BBQ	

LANDSCAPE NOTES

1. LAWN AREAS WILL BE SODDED WITH KENTUCKY BLUEGRASS BLEND OVER 4 INCHES GOOD GRADE TOPSOIL.
2. TOP DRESS ALL SHRUB BED AREAS AND OTHER AREAS LABELED ROCK MULCH WITH 4" DEEP OF 2" BOISE RIVER ROCK FROM ROOTS ROCK 4 BARK YARD IN MIDDLETON, ID OVER DEWITT PRO-5 WEED BARRIER FABRIC. FABRIC SHALL BE INSTALLED AFTER PRE-EMERGENT HAS BEEN APPLIED.
3. INSTALL PLASTIC EDGING FOR MOW STRIPS BETWEEN LAWN AREAS AND PLANTING BEDS.
4. CONTRACTOR TO CONDUCT THEIR OWN QUANTITY TAKE-OFFS IN THE PLAN AND VERIFY ANY DISCREPANCIES WITH THE LANDSCAPE ARCHITECT.
5. CONTRACTOR SHALL VERIFY ALL UTILITIES SHOWN ON THE PLANS AS WELL AS HAVE THE SITE UTILITIES LOCATED ON THE GROUND PRIOR TO THE START OF CONSTRUCTION ACTIVITIES. IN THE EVENT THAT THE CONTRACTOR DISCOVERS AN UNDERGROUND UTILITY THAT IS NOT REPRESENTED WITHIN THE CONSTRUCTION DOCUMENTS OR AS MARKED ON THE SITE, HE SHALL IMMEDIATELY CONTACT THE OWNERS REPRESENTATIVE TO DETERMINE NEXT STEPS PRIOR TO ANY CONSTRUCTION ACTIVITIES WITHIN THE AREA OF THE NEWLY DISCOVERED UNDERGROUND UTILITY.
6. THE CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE THROUGHOUT CONSTRUCTION ACTIVITIES FOR THE PROJECT. ACCUMULATION OF STANDING WATER WILL NOT BE PERMITTED.

LANDSCAPE TABLE USTICK ROAD

ITEM	REQUIRED	PROPOSED
LANDSCAPE BUFFER LENGTH	352 LF	
SHRUBS IN ROCK AREA	88	88

LANDSCAPE TABLE EAST BUFFER

ITEM	REQUIRED	PROPOSED
LANDSCAPE BUFFER LENGTH	315 LF	
SHRUBS IN ROCK AREA	63	63

LANDSCAPE TABLE

ITEM	REQUIRED %	PROPOSED
TOTAL LANDSCAPE AREA	67,329 sf	
CLASS 1 & 2 TREES	50%/50%	50/50%
EVERGREEN TREES	40%	40%
1, 3 GAL. PLANT/3 LF FOUNDATION	29 PLANT/UNIT	29 PLANT/UNIT
RECREATIONAL TURF GRASS	EXEMPT	24% (16,125 sf)
REMAINING TURF GRASS	50% MAX	26% (17,718 sf)
ROCK MULCH W/ SHRUB PLANTING		50% (33,486 sf)

LANDSCAPE TABLE WEST BUFFER

ITEM	REQUIRED	PROPOSED
LANDSCAPE AREA WITHIN 15' BUFFER	586 LF	
SHRUBS IN ROCK AREA	195	195

GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.

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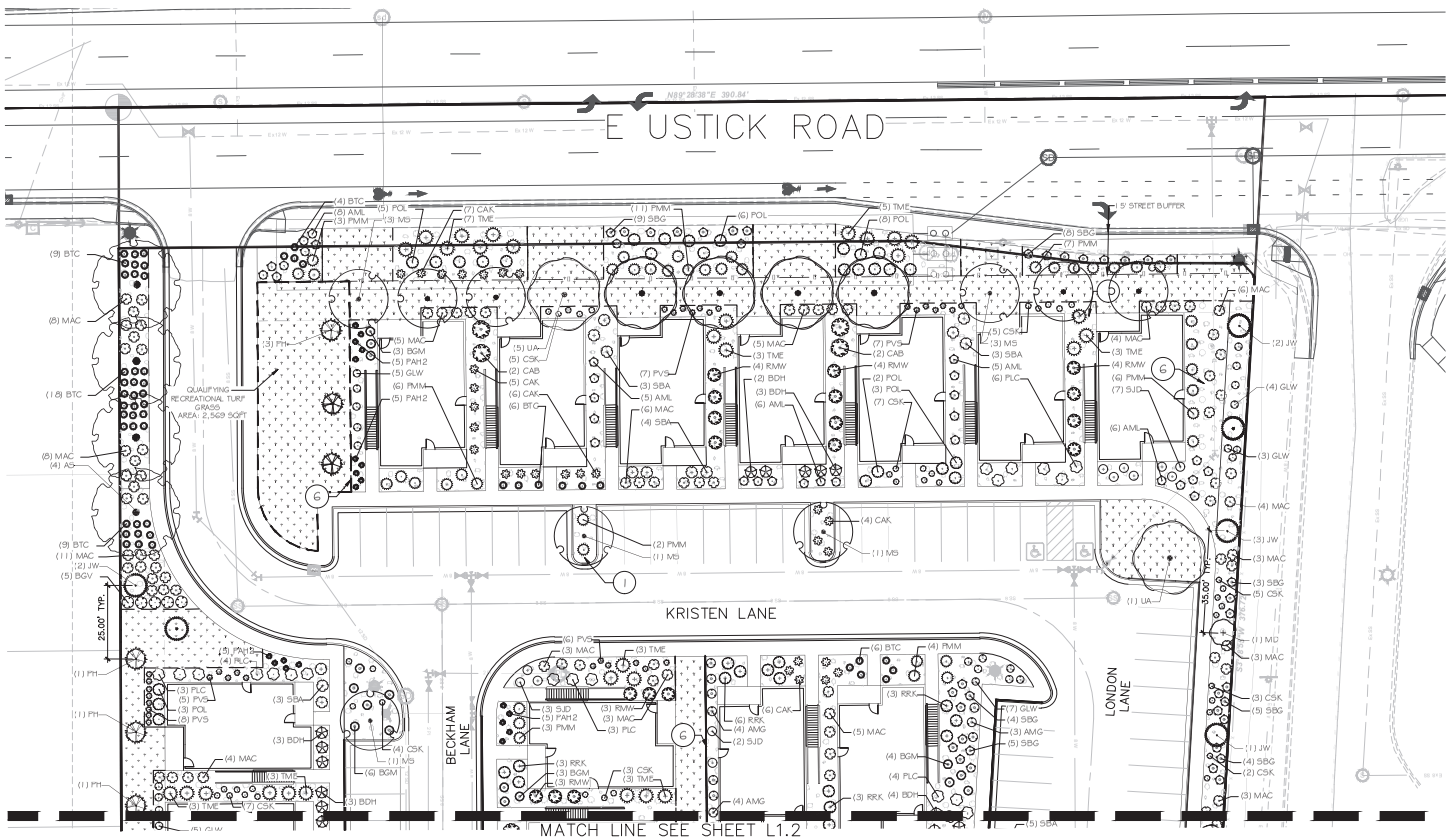
FREEDOM 50
CALDWELL, IDAHO
LANDSCAPE PLAN

REVISION BLOCK	DATE	DESCRIPTION
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LANDSCAPE PLAN

Scale: 1"=40' Drawn: MH
Date: 02/02/2026 Job #: 25-5065
Sheet: L1.0

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PLANT SCHEDULE

	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY
TREES					
	AS	Acer myabei 'Morton'	State Street™ Myabei Maple	2" Cal.	7
	MS	Malus x 'Spring Snow'	Spring Snow Crabapple	2" Cal.	16
	MD	Malus x adstringens 'Durleo'	Gladiator™ Crabapple	1.5" Cal.	9
	UA	Ulmus x "Accolade"	Accolade Elm	2" Cal.	8
EVERGREEN TREES					
	JW	Juniperus scopulorum 'Wichita Blue'	Wichita Blue Juniper	6' Ht.	17
	PH	Pinus leucodermis "Heidreichi"	Bosnian Pine	6' Ht.	11
SHRUBS					
	AML	Aronia melanocarpa "Low Scape Hedger"	Dwarf Chokeberry	3 gal.	44
	AMG	Aronia melanocarpa "UCONNAM012" TM	Ground Hug Black Chokeberry	5 gal.	27
	BTC	Berberis thunbergii "Concorde"	Concorde Japanese Barberry	3 gal.	27
	BDH	Buddleja davidii "Buzz Hot Raspberry"	Hot Raspberry Butterfly Bush	3 gal.	36
	BGM	Buxus x "Green Mountain"	Green Mountain Boxwood	5 gal.	45
	BGV	Buxus x "Green Velvet"	Green Velvet Boxwood	5 gal.	22
	CAB	Cornus alba "Bailhalo" TM	Ivory Halo Dogwood	5 gal.	16
	CSK	Cornus sericea "Kelseyi"	Kelsey's Dwarf Red Twig Dogwood	3 gal.	87
	MAC	Mahonia aquifolium "Compacta"	Compact Oregon Grape	5 gal.	88
	POL	Physocarpus opulifolius "Donna May" TM	Little Devil Ninebark	5 gal.	59
	PMM	Pinus mugo "Mops"	Mugo Pine	5 gal.	59
	PLC	Prunus laurocerasus "Chestnut Hill"	Chestnut Hill English Laurel	5 gal.	50
	RMW	Rosa Meidiland "White"	White Meidiland Rose	5 gal.	21
	RRK	Rosa x "Red Knock Out"	Red Knock Out Rose	5 gal.	29
	SJD	Spiraea japonica "Double Play Doozie"	Doozie Spirea	3 gal.	47
	SBA	Spiraea x bumalda "Anthony Waterer"	Anthony Waterer Bumald Spiraea	3 gal.	33
	SBG	Spiraea x bumalda "Goldflame"	Goldflame Spirea	3 gal.	51
	TME	Taxus x media "Everlow"	Everlow Yew	5 gal.	46
ORNAMENTAL GRASSES					
	CAK	Calamagrostis x acutiflora "Karl Foerster"	Karl Foerster Feather Reed Grass	1 gal.	39
	PVS	Panicum virgatum "Shenandoah"	Shenandoah Switch Grass	1 gal.	56
	PAH2	Pennisetum alopecuroides "Hameln"	Hameln Fountain Grass	1 gal.	69

PERENNIALS

	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY
	GLW	Gaura lindheimeri 'Whirling Butterflies'	Whirling Butterflies Gaura	1 gal.	63

GROUND COVERS

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY
	PP2	Poa pratensis	Kentucky Bluegrass	sod	33,843 sf

REFERENCE NOTES SCHEDULE

SYMBOL	CODE	DESCRIPTION	QTY
	1	RIVER ROCK	33,486 sf
	2	4' Ht. DOG PARK FENCE	
	3	PLAYGROUND, TYP. TBD	
	4	DUMPSTER ENCLOSURE, TYP.	
	5	MAILBOX CLUSTER	
	6	STEEL EDGING	
	7	PERGOLA AND BBQ	

N

GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.

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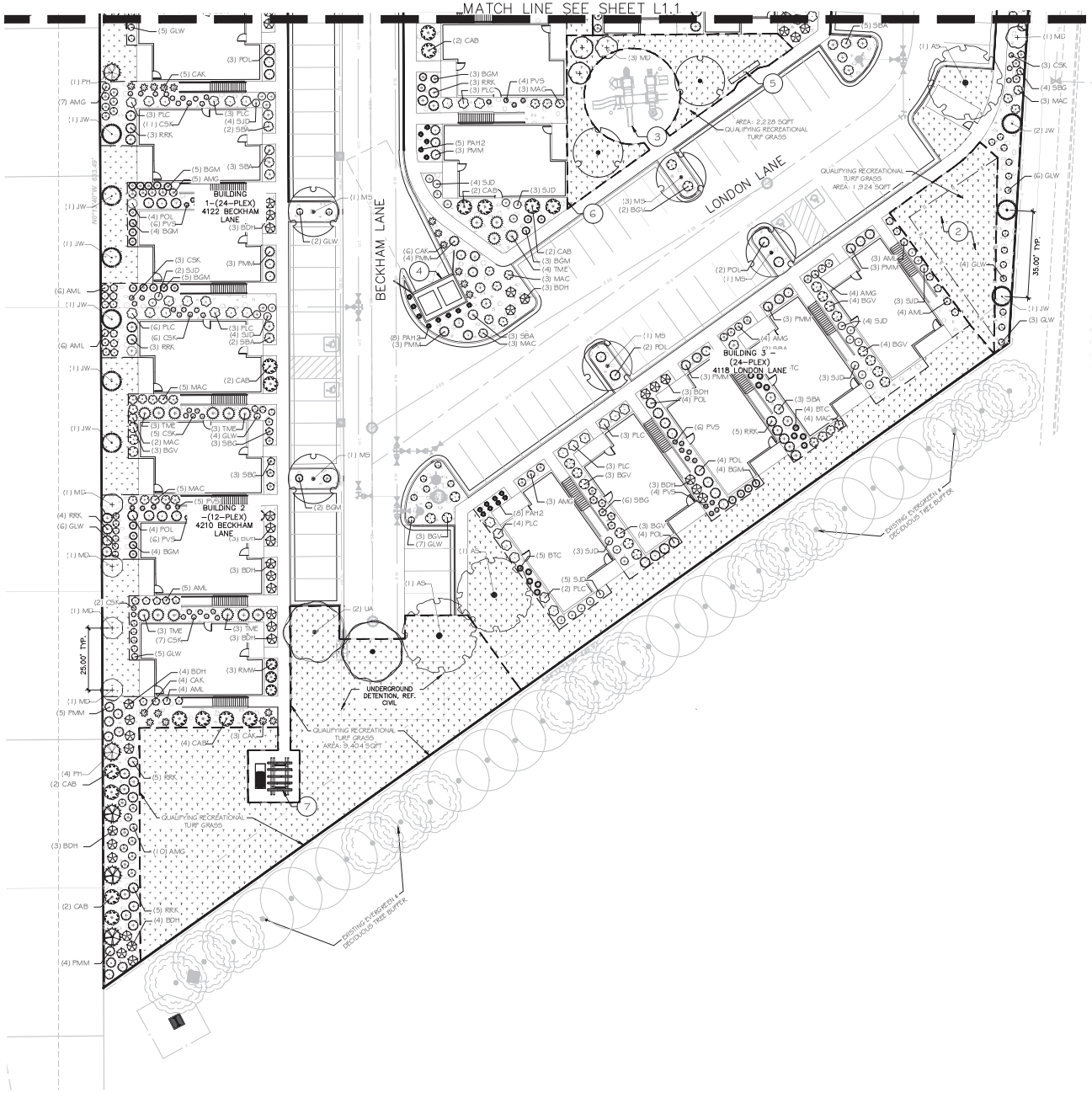
FREEDOM 50
CALDWELL, IDAHO
LANDSCAPE PLAN

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LANDSCAPE PLAN

Scale: 1"=20' | Drawn: MH
Date: 02/02/2026 | Job #: 25-5065
Sheet: L1.1

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PLANT SCHEDULE

	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY
TREES					
	AS	Acer miyabei 'Morton'	State Street™ Miyabe Maple	2" Cal.	7
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SYMBOL	**CODE**	**BOTANICAL NAME**	**COMMON NAME**	**SIZE**	**QTY**
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SYMBOL	CODE	DESCRIPTION	QTY
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	4	DUMPSTER ENCLOSURE, TYP.	
	5	MAILBOX CLUSTER	
	6	STEEL EDGING	
	7	PERGOLA AND BBQ	

N

GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.

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FREEDOM 50
CALDWELL, IDAHO
LANDSCAPE PLAN

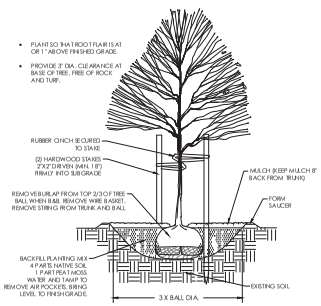
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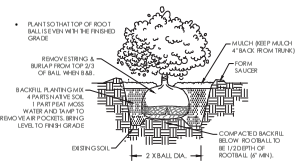
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Sheet: L1.2

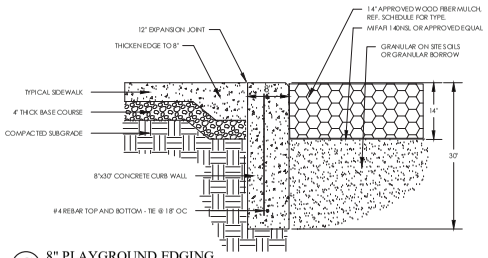
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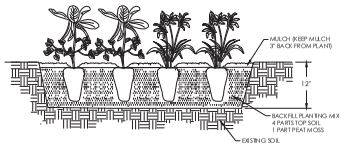
A TREE PLANTING & STAKING
NOT TO SCALE



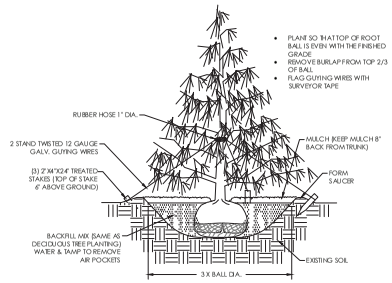
B SHRUB PLANTING
NOT TO SCALE



C 8" PLAYGROUND EDGING
NOT TO SCALE



D PERENNIAL PLANTING
NOT TO SCALE



E EVERGREEN PLANTING & GUYING
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FREEDOM 50
CALDWELL, IDAHO
LANDSCAPE DETAILS

REVISION BLOCK

#	DATE	DESCRIPTION
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LANDSCAPE PLAN

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Drawn: MH
Date: 02/02/2026
Job #: 25-5065
Sheet: L1.3

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OPEN SPACE EXHIBIT
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REVISION BLOCK
DESCRIPTION
DATE
OPEN SPACE EXHIBIT
Scale: 1"=30'
Date: 03/20/26
Drawn: GM
Job #: 25-5045
Sheet: C2
LEGEND
BOUNDARY
RIGHT-OF-WAY
CENTERLINE
LOT LINES
EASEMENT
XX" STORM DRAIN
XX" SANITARY SEWER
XX" CULINARY WATER
XX" PRESSURIZED IRRIGATION
MAJOR CONTOUR
MINOR CONTOUR
EXIST. STORM DRAIN
EXIST. SANITARY SEWER
EXIST. CULINARY WATER
EXIST. IRRIGATION
EXIST. CONTOUR MAJOR
EXIST. CONTOUR MINOR
SWALE
STREET LIGHT
SD MH, INLET, AND COMBO
SEWER MANHOLE
SECONDARY METER - WATER METER
CULINARY VALVE, TEE, & BEND
SECONDARY - VALVE, TEE, & BEND
WATER BLOW-OFF
FIRE HYDRANT
STREET MONUMENT (TO BE SET)
EXIST. STREET MONUMENT
EXIST. STREET LIGHT
EXIST. SEWER MH
EXIST. VALVE, TEE, & BEND
EXIST. FIRE HYDRANT
SPOT ELEVATION
OPEN SPACE TABULATIONS:
TOTAL AREA:
ACRES: ±4
SQFT: 174,240
REQUIRED 0.4 ACRES (10%)
PROVIDED ±1.5 ACRES (37%)
LANDSCAPED AREA: 41,705 SQFT (65%)
QUALIFYING: 22,640 SQFT (35%)
CONCRETE PAVEMENT
ASPHALT PAVEMENT
BUILDING
COVERED PARKING AREA
N
GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft.
811
Know what's Below.
Call 811 before you dig.
±2,914 SQFT
±3,529 SQFT
±2,903 SQFT
±13,295 SQFT
VICINITY MAP
N.T.S.
PROJECT LOCATION
E. USTICK RD
ASHTON AVE
CLOVERDALE RD
V:_2025\25-5045 Todd Carlisle 94\design\25-5045\dwg\dwg\sheets\OPEN SPACE EXHIBIT.dwg

TMOD
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Suite 150
Meridian, ID 83642

TMOD MODULAR PROTOTYPES

2887 E. GALA CT. MERIDIAN, IDAHO

DATE	DESCRIPTION
6/27/2025	PRELIMINARY

DATE: 6/27/2025
SCALE: 1/4"=1'-0"
PROJECT NO:

A3.0

PRELIMINARY
NOT FOR CONSTRUCTION

Aerial Front



Front View



Side by Side



Side View 1



Side View 2









NOTICE OF NEIGHBORHOOD MEETING

9/24/2025

Paul Hilbig
2667 E Gala St. Suite 120
Meridian, ID 83642

RE: Rezone and Special Use Permit for a proposed multi-family use subdivision at 4120 E. USTICK Rd.

To whom it may concern,

You are invited to a neighborhood meeting to discuss a project we are proposing near your property. The purpose of the meeting is to discuss the project, answer any questions, and listen to your feedback and suggestions.

Meeting Date: Thursday, October 9th
Meeting Time: 6:00-7:15pm
Meeting Location: 4120 E. Ustick Rd, Caldwell, Idaho

Project Summary: This project consists of a request for a rezone to R-3 (urban residential) utilizing a Special Use Permit to allow for a multi-family development and a request for the allowance of residential along the frontage of an arterial instead of commercial. This project is a multi-family subdivision including twenty-five (25) multi-family buildings across the 4 acres. Each building will consist of two (2) stacked duplexes therefore totaling the project to fifty (50) stacked duplexes.

If you would like to contact us ahead of the meeting, please feel free to reach out to us at (208) 921-2506 or by email at paul@tmod.com.

We look forward to hearing from you.

Thank you,

Paul Hilbig
TMod Homes, LLCP

CANYON COUNTY LISTING -R32497-000 500 feet

October 13, 2025

This information should be used for informational use only and does not constitute a legal document for the description of these properties. Every effort has been made to insure the accuracy of these data & is subject to change without notice; however, the Assessor's Office assumes no liability nor do we imply any particular level of accuracy. The Canyon County Assessor's Office disclaims any responsibility or liability for any direct or indirect damages resulting from the use of these property listings.

PIN	Owner Name	In Care Of	Address	City, State, Zip
32479011 0	ALH BOI LASTER NORTH LLC	JEREMY ENDICOTT=	145 W 200 N STE 100	PROVO, UT, 84601
32504204 0	ASHTON HILLS NEIGHBORHOOD		PO BOX 1090	MERIDIAN, ID, 83680
32504011 0	ASHTON PLACE LLC		200 E CLEAR CREEK DR	MERIDIAN, ID, 83646
32504210 0	ATKINSON PATSY A		4317 ASHTON AVE	CALDWELL, ID, 83607
32504203 0	BERNIS TRUST		4119 ASHTON AVE	CALDWELL, ID, 83607
32504221 0	BUSTAMANTE MARTIN		3924 BENNINGTON ST	CALDWELL, ID, 83605
32479010 0	CANYON COUNTY	COUNTY COMMISSIONERS OFFICE =	1115 ALBANY ST	CALDWELL, ID, 83605
32504216 0	CARPENTER CATHY J		3923 BENNINGTON ST	CALDWELL, ID, 83605
32504212 0	CERDA DIANA		4401 ASHTON AVE	CALDWELL, ID, 83607
32504217 0	CHANEY MARTIN G		3919 BENNINGTON ST	CALDWELL, ID, 83607
32504228 0	CRAIN TERRY		4001 CLAYTON ST	CALDWELL, ID, 83607
32504238 0	DALE MARK		3919 DENTON ST	CALDWELL, ID, 83607
32504213 0	DURAN MARIA JESUS LARA		4411 ASHTON AVE	CALDWELL, ID, 83607
32504200 0	FARRELL JEANETTE R		815 S 25TH ST	NAMPA, ID, 83686
32498000 0	FEAST PROPERTIES LLC		41760 IVY ST STE 201	MURRIETA, CA, 92562
32504207 0	FENSTERMAKER ROMAN LUIS		4223 ASHTON AVE	CALDWELL, ID, 83607
32504240 0	GODINA RICARDO		11831 VIRGINIA PKWY	CALDWELL, ID, 83605
32504211 0	GRABIEC KATARZYNA A		4323 ASHTON AVE	CALDWELL, ID, 83607
32504247 0	HARM JULEE C		4002 DENTON ST	CALDWELL, ID, 83605
32504227 0	HARRELSON HOLLY ANN		PO BOX 191315	BOISE, ID, 83719
32504222 0	HEALY DIANA		3920 BENNINGTON ST	CALDWELL, ID, 83607
32504220 0	HENDRICKSON BECKY JO		4002 BENNINGTON ST	CALDWELL, ID, 83607
32504232 0	HERNANDEZ MARIA A LUNA		3924 CLAYTON ST	CALDWELL, ID, 83607
32504201 0	HERRERA ANA		2229 YORK AVE	NAMPA, ID, 83686
32504202 0	HOUT LAWERENCE KEITH		4115 ASHTON AVE	CALDWELL, ID, 83607
32504206 0	HUITRON MARIO		4217 ASHTON AVE	CALDWELL, ID, 83607
32504239 0	HUIZAR JESUS S MADERA		3923 DENTON ST	CALDWELL, ID, 83607
35864102 0	IDAHO CENTRAL CREDIT UNION		PO BOX 2469	POCATELLO, ID, 83206-2469
35864105 0	JHFREDDY LLC		9317 S FREEMAN DR	MEDICAL LAKE, WA, 99022
32504205 0	KELSO PAUL		4211 ASHTON AVE	CALDWELL, ID, 83607
35889000 0	KHS INVESTMENTS LLC @@		4920 E CLEVELAND BLVD	CALDWELL, ID, 83605
32501000 0	MARCO POLO INC	CITY NATIONAL BANK	555 S FLOWER ST DEPT TRE 924-77	LOS ANGELES, CA, 90071
32504265 0	MARTINEZ RUBEN		4009 HICKMAN ST	CALDWELL, ID, 83607

35864103 0	MAVERIK INC		185 S STATE ST STE 800	SALT LAKE CITY, UT, 84111-1549
32504233 0	MC KENNA KELLY		3920 CLAYTON ST	CALDWELL, ID, 83607
32504209 0	MEDINA ELIZABETH		4309 ASHTON AVE	CALDWELL, ID, 83607
32504229 0	MENICA NILA JO		4009 CLAYTON ST	CALDWELL, ID, 83605
32504231 0	MORRIS VIRGINIA DARLENE		4002 S CLAYTON ST	CALDWELL, ID, 83607
32504208 0	MURILLO MARIA R		4301 ASHTON AVE	CALDWELL, ID, 83607
32497000 0	NELSON DAVID		1123 12TH AVE RD STE 133	NAMPA, ID, 83686
32504248 0	NUNEZ JOSE		4010 DENTON ST	CALDWELL, ID, 83607
35886000 0	RICE STEVE A		PO BOX 374	MIDDLETON, ID, 83644
35886010 0	RICE STEVE A		PO BOX 374	MIDDLETON, ID, 83644
32504241 0	RIVERA SARAH M		4009 DENTON ST	CALDWELL, ID, 83607
35864104 0	RKT PROPERTIES LLC	ATTN: TOM CASTRO	11105 AINSWICK DR	BAKERSFIELD, CA, 93311
35864104A0	RKT PROPERTIES LLC	ATTN: TOM CASTRO	11105 AINSWICK DR	BAKERSFIELD, CA, 93311
35864104A0	RKT PROPERTIES LLC	ATTN: TOM CASTRO	11105 AINSWICK DR	BAKERSFIELD, CA, 93311
35885000 0	ROBERTSON RANDALL AND DAWN TRUST		13247 LEWIS RANCH RD	CALDWELL, ID, 83607
32504219 0	ROBINSON KEITH AND CARA TRUST		2011 TERRACE DR	CALDWELL, ID, 83605
32504246 0	ROSSETTI AND KELLY INVESTMENTS LLC		4020 TYLER ST #525	RIVERSIDE, CA, 92503
32504249 0	SANDERS JASON R		4419 ASHTON AVE	CALDWELL, ID, 83607
32504226 0	SNODGRASS TANNER		3919 CLAYTON ST	CALDWELL, ID, 83607
35884000 0	SPUD SR INC		PO BOX 5099	BOISE, ID, 83705
35889010 0	SUMMIT AUCTIONS LLC		4920 E CLEVELAND BLVD	CALDWELL, ID, 83605
32504214 0	TORRES TINISHA L		4124 ASHTON AVE	CALDWELL, ID, 83607
32504230 0	ULTRERAS NEREIDA		4010 CLAYTON ST	CALDWELL, ID, 83607
32501010 0	WAL MART REAL ESTATE BUSINESS TRUST@@	TESORO REFINING AND MARKETING =	PO BOX 8050 MS 0555	BENTONVILLE, AR, 72712-8050
32497010 0	WAL-MART REAL ESTATE BUS TRUST	ATTN PROPERTY TAX DEPT	PO BOX 8050	BENTONVILLE, AR, 72716-0555
35865010 0	WITCO INC		3919 E USTICK RD	CALDWELL, ID, 83605
35865011 0	WITCO INC		3919 E USTICK RD	CALDWELL, ID, 83605
35865012 0	WITCO INC		3919 E USTICK RD	CALDWELL, ID, 83605
32504215 0	ZATICA THERESA		4001 BENNINGTON ST	CALDWELL, ID, 83607
32504250 0	ZEA JULIO ALVARADO		4423 ASHTON AVE	CALDWELL, ID, 83607

NEIGHBORHOOD MEETING SIGN-IN FORM
City of Caldwell Planning and Zoning Department
621 E. Cleveland Blvd., Caldwell, ID 83605
Phone: (208) 455-3021

Start Time of Neighborhood Meeting: 6:00 PM

End Time of Neighborhood Meeting: 7:15 PM

Those in attendance please print your name and address.

If no one attended, Applicant please write across this form "No one attended".

	PRINTED NAME	**ADDRESS, CITY, STATE, ZIP**
1.		
2.	NO ONE ATTENDED	
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		

NEIGHBORHOOD MEETING CERTIFICATION:

Applicants shall conduct a neighborhood meeting for the following: special use permit applications; variance applications; annexation applications; planned unit development applications; preliminary plat applications that will be submitted in conjunction with an annexation, rezone or planned unit development application; and, rezone applications as per City of Caldwell Zoning Ordinance Section 10-03-12.

Description of the proposed project:

25 for rent, stacked duplexes

Date of Round Table meeting: June 26, 2025

Notice sent to neighbors on: Sept. 24, 2025

Date & time of the neighborhood meeting: Oct. 9, 2025

Location of the neighborhood meeting:

At the site

Developer/Applicant:

Name: PAUL HILBIG

Address, City, State, Zip: 2667 E GALA CT #120, MERIDIAN, ID 83642

I certify that a neighborhood meeting was conducted at the time and location noted on this form and in accord with City of Caldwell Zoning Ordinance Section 10-03-12.

DEVELOPER/APPLICANT SIGNATURE 

DATE OCTOBER 10, 2025

EXHIBIT 2:

CITY DEPARTMENT COMMENTS AND CONDITIONS OF APPROVAL

Memorandum

To: Joe Dodson, Principle Planner

From: Steven Pendleton, Land Development Manager
Hallie Hart, City Engineer

Re: SUP25-000017, ZON25-000006 (Freedom 50)

Date: December 15, 2025

The Engineering Department provides the following comments on a request by The applicant, TMOD Homes LLC., on behalf of David Nelson, is requesting rezoning of parcel R3249700000, from C-3 (General Commercial) to R-3 (Urban Residential) as well as a special use permit for Freedom 50 Development. The proposed development is a residential duplex community with fifty (50) dwelling units (twenty-five buildings), where the current City comprehensive plan future land use map place-type is identified as mixed-use. The 3.9 acre parcel is located on the south side of E. Ustick Rd., approximately 400 feet west of the intersection with Cleveland Blvd.

Development Plans

1. Development Plans – Prior to commencing construction and applying for building permits, plans must be prepared by the developer's engineer and approved by the City Engineering Department which shall include the following items:

    a. Street section and alignment (including curb and gutter);

    b. Sidewalk (sidewalk width based on street classification);

    c. Sanitary sewer (per City and DEQ requirements);

    d. Potable water (per City and DEQ requirements);

    e. Stormwater facilities (per City requirements/storm water manual);

    f. Street lighting (per City standards);

    g. Street signage (per City and MUTCD requirements);

    h. Vertical Datum based on NAVD 88 Datum.

General

1. Applicant shall follow the requirements and processes of the subdivision ordinance for the development of this project. For the purposes of this project, all conditions outlined in the subdivision ordinance pertaining to receiving the City Engineers signature on, or the recordation of, a final plat shall be applied to the submission of building permits.

2. Easements for public utilities shall be as listed below. Easements will be required to be larger if deemed necessary by the City Engineer in order to facilitate future maintenance operations of utilities.
    a. 10 feet wide minimum.
    b. Domestic water only,15 feet wide minimum
    c. Sanitary sewer only, 20 feet wide minimum
    d. Sewer and water combined, 30 feet wide minimum
        i. *Note: future permanent structures will not be permitted to be constructed within any easement granted to the City of Caldwell. Applicant shall ensure that civil design and easements provided to the City accommodate current and future construction needs of permanent structures such as covered parking structures, future buildings, etc.*

3. Appropriate easements for emergency access, transmission lines and/or other utilities shall be clearly indicated, with recorded instrument numbers provided for said easements, on the construction drawings.

4. All utilities on and within the boundaries of the subdivision shall be located and/or relocated underground.

5. All street, sewer, water, fire protection, and street light facilities must be dedicated to the City. Some conveyance facilities for stormwater drainage may be eligible for dedication to the City.

6. Construction of facilities to be dedicated and/or within public right-of-way shall be performed by an appropriately licensed public works contractor and shall be inspected by and constructed to City of Caldwell specifications.

7. Prior to commencement of construction in any dedicated right-of-way, or construction of any improvement intended for dedication to the City or connected to a City facility, the City Engineering staff is to be notified. This preferably will take place in a pre-construction conference scheduled by the engineer of record in which all appropriate personnel and utilities are present. Appropriate City personnel are to be notified in advance of all testing (including compaction, pressure and coliform, etc.) and given opportunity to be present during conduct of the testing. The engineer of record or his designated representative is to witness all tests (not covered by City inspectors) and a log of inspection visits and testing results is to be kept by the engineer of record or his representative.

8. The developer is to employ a responsible design professional, preferably the engineer of record, to oversee and inspect construction, to perform and/or observe all requisite testing of completed facilities, and to certify that improvements have been constructed according to approved plans and in compliance with applicable City, State, and Federal standards.

9. The engineer of record shall be held responsible to ensure that subdivision improvements are in substantial compliance with said engineer's design. Following the construction of the subdivision improvements, the developers engineer shall provide the City of Caldwell Engineering Department with electronic (.dwg) format record drawings spatially referenced to the Idaho State Plane Coordinate System-West Zone, North America Datum (NAD) 83. Vertical control shall be referenced to the North America Datum (NAVD) 88 for future reference and to establish that the engineer of record has caused construction to occur in substantial compliance with the design of said engineer of record.

10. Any note, item or drawing element on the plats, construction drawings, engineering drawings and/or design drawings related to the property inconsistent with City Codes, Policies and/or Ordinances shall not be construed as approved unless specifically addressed and granted by City Council.

Rights-of-Way

1. Ustick Road is classified as a Principal Arterial. The applicant shall dedicate as public right-of-way a minimum forty (48) foot half width right-of-way (from centerline) along the entire Ustick Road alignment (per City Standard R-810A).
    a. The City of Caldwell currently has construction drawings established and approved for a Ustick Road Widening project along the subject property frontage. Applicant shall dedicate to the City any right-of-way & easements necessary to accommodate the proposed improvements. Applicant shall dedicate said right-of-way & easements within 30 days of a written request from the City of Caldwell.

2. All interior private drive isles shall have a minimum width of 26' and meet Caldwell Fire Department requirements, whichever is greater.

Street

1. Full frontage half street improvements shall be completed to all classified roads adjacent to the proposed project (including Ustick Road) in accordance with all City of Caldwell standards and specifications and the approved set of Ustick Road Widening construction drawings (titled *Ustick Rd and Cleveland Blvd Intersection*). Improvements shall include (but are not limited to) curb, gutter, sidewalk, asphalt, right-hand turn lane on Ustick at the Walmart entrance, streetlights, joint trench, spare communication conduit along classified roadways, storm drainage facilities, etc.

2. Access to the proposed project shall fully comply with the Access Management section of the Middleton/Ustick Road Corridor Study previously adopted by City Council.

3. Emergency access shall meet all Caldwell Fire Department requirements.

4. All private driveways/drive isles shall fully comply with City of Caldwell standards and be approved by the Caldwell Fire Marshall.

5. Not lot/building shall have direct access to/from Ustick Road.

6. Applicant shall coordinate with the United States Postal System to determine a cluster mailbox unit location. Said location shall be interior to the site and shall be located in a manner that will not impact, or cause queueing onto, Ustick Road. Said location shall be approved by the Engineering Department during construction drawing plan review and prior to plan approval.

7. Applicants proposed Ustick Road access will initially be granted as a full access. In the future, as deemed necessary and appropriate by the City of Caldwell, said access point will be limited to a right-in/right-out.

Traffic Impact Fees

City of Caldwell has adopted the "Caldwell Area Capital Improvements Plan & Impact Fee Program". The applicant will be required to pay traffic impact fees per table 7 of the Impact Fee Schedule to be assessed to the building permit/s when applied for.

Water

1. All on site water mains will need to be looped into existing mains for fire flow and water quality purposes. Internal main sizing and construction plan approval, will be dependent upon the availability of fire flow.

2. Each buildable lot shall be supplied with potable water. If buildings are constructed to include individual units that could feasibly or will be sold separately, each unit shall be serviced separately

3. The location of water service, including sizing of mains, providing of easements, frontage construction, and offsite construction are to be decided during review of improvement plans. This development will be required to comply with the Water Master Study.

Sanitary Sewer

1. It shall be the responsibility of the applicant's engineer to verify that connection to existing sewer mainlines will not exceed the functional capacity of said mainlines. Provision for connectivity by future developments shall be met in accordance with current City standards.

2. The Developer will be required (where applicable) to extend all sewer and water mainlines to the center of adjacent roadways for connectivity by future developments. Locations of said extensions will be decided during the review of the improvement plans.

3. Each buildable lot shall be provided with individual sewer service. If buildings are constructed to include individual units that could feasibly or will be sold separately, each unit shall be serviced separately.

4. Any easements for sewer lines not in the right-of-way should be at a width sufficient to construct same and not less than 20 feet in width. Easements for adjacent sewer and water lines not in the right-of-way shall be at a width sufficient to construct the same and shall be no less than 30 feet in width.

5. A 20’ wide all-weather surfaces may be required to be constructed over mainlines that fall outside the public right-of-way. All weather surfaces shall be constructed sufficiently to support heavy equipment necessary to construct and maintain sewer under all seasonal weather conditions.

Irrigation

1. Existing easements and/or right-of-ways for any irrigation facility shall be determined and clearly indicated on the construction plans. Construction across or re-routing of these facilities is subject to approval by the Pioneer Irrigation District and at their discretion or their assigns.

2. The Developer shall maintain any existing upstream drainage rights and downstream irrigation rights across the property. During the design phase of this project, the developer or his engineer is to contact the appropriate irrigation district to help ascertain these rights. Appropriate facilities shall be provided by the developer to convey irrigation and drainage water across the property to take care of these offsite needs. There is to be no discharge of gravity/pressure irrigation return water into the projects storm water system.

2. The development is to include a non-potable water pressure irrigation system. The design of this pressure irrigation system is to be reviewed and approved by the Caldwell Municipal Irrigation District prior to construction plan approval. It shall be required that the system will be operated and maintained by the Caldwell Municipal Irrigation District.

3. Each lot, or building area, shall be provided with a pressure irrigation service in compliance with Caldwell Municipal Irrigation District standards.

4. All pressure irrigation mainlines shall be located in the public right-of-way or within a public utility easement, with a minimum width of 10 feet, centered over said mainlines as per current City standards.

5. Applicant shall place the pump station in an area that is easily accessible with a recorded perpetual easement sufficient for convenient access and maintenance of said pump station. The lot shall be owned and maintained by the home owners association.

6. The applicant shall ensure that an adequate continuous irrigation supply flow is available to meet the pressure irrigation system requirements of CMID.

7. The applicant shall transfer a proportionate share of any existing water right(s), except those held in trust by an irrigation district, to the City of Caldwell for both irrigation and domestic water supply for the subject development. If this should occur, The City shall assist in registering the transfer.

8. The proposed development may utilize the existing pressure irrigation pump station with approvals from Caldwell Municipal Irrigation District. Any upgrades to the pump station necessary to supply the proposed development with pressurized irrigation water is the responsibility of the Applicant. Should Applicant connect to this pump station they shall supply the City of Caldwell with a water model of the whole pressurized irrigation system showing that the system design meets all Caldwell Municipal Irrigation District standards.

9. All plans and construction drawings submitted to the City of Caldwell for review and approval for any out-of-season irrigation work to be performed within or across facilities located within (or owned by) irrigation districts other than CMID shall be submitted to the Caldwell Engineering Department no later than August 15th. Submittal of plans after this date may result in Applicant not receiving plan approval in time to complete out-of-season work.

Storm Drain

1. As noted previously, provision is to be made for the disposal of stormwater drainage in accordance with the City Stormwater Management Manual and any updates adopted subsequent to this application. It is to be noted that retention designs will be denied in most instances. A copy of this policy is available upon request. The engineer of record is to provide calculations, which indicate that the assumptions in his stormwater drainage plan comply with the requirements of the stormwater manual. In this case, if a storm water system is existing, the burden of proof is on the developer to verify the capacity is sufficient for the proposed development.

2. The applicant shall identify and retain all historical drainage discharge points from the property for the purpose of draining on-site storm water detention facilities.

3. Storm water detention basins are required to remain on-site and are to be operated and maintained by the Applicant/business owners association/etc.

4. There is to be no discharge of storm water overflow into any irrigation water return/discharge facility/ditch/pipe/etc.

Building Permits

1. Prior to submission of building permits, public utilities and infrastructure must be completed or an appropriate construction security provided. A 20% temporary restriction in the issuance of building permits will be enforced until all utility construction has been completed, inspected, tested, approved by the City and certified by the Applicants engineer; including completion all punch list items.

2. Applicant shall submit an electronic (dwg.) copy of the project site plan suitable for mapping and addressing purposes no later than 30 days prior to submission of the first building permit.

Date 12/03/2025

Caldwell City – Planning and Zoning
Re: Case Number: **SUP25-000017**, Freedom 50 Development, R3249700

Dear, Planning & Zoning

The Caldwell City Fire Department District has reviewed the provided documentation and we are unable to approve this project until the below corrections have been revised and resubmitted." Please note that unless stated otherwise, this memo represents the requirements of the 2018 International Fire Code (IFC) as adopted by the Idaho State Fire Marshal's Office.

Caldwell Fire Department Details
Nearest Fire Station:
Station 12, 724 E Ustick Rd. Caldwell,
Distance: 2.2
Estimated response time: 6 minutes

Distance from Station	Service Expectation	Staffing & Apparatus	Typical Response Time Goal
0–1 mile	Immediate—high-priority	First-due company (engine)	≤4min travel, ≤5min total
1–2 miles	Very rapid—high-priority	First-due company, backup	≤4min travel, ≤5min total
2–3 miles	Rapid—standard coverage	First-due w/ backup	≤6min travel, ≤9min total (full alarm)
3–4 miles	Slower—moderate	Closest available, limited	6–8min travel
4–5 miles	Extended	Closest company, delayed	>8min travel, variable

Properties located 3–4 miles from a fire station are at the limit of effective coverage and may experience service delays.

Developments beyond 5 miles are generally not recognized by ISO as having fire protection, and response to these areas will be significantly delayed.

Corrections:

- Roadway serving a fire hydrant shall be a minimum of 26-feet in width. (IFC D103.1)
    - ***Corrected***

- EV charging units shall be a minimum of 100' from structures.

    - ***Corrected, EV charging units have been removed***

- SECTION D107 ONE- OR TWO-FAMILY RESIDENTIAL DEVELOPMENTS D107.1 One- or two-family dwelling residential developments. Developments of one- or two-family dwellings where the number of dwelling units exceeds 30 shall be provided with two separate and approved fire apparatus access roads.

    - Exceptions: 1. Where there are more than 30 dwelling units on a single public or private fire apparatus access road and all dwelling units are equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3, access from two directions shall not be required.

        - ***Corrected, All buildings will be fully equipped with fire suppression systems***

Conditions:

1. Fire hydrants, capable of producing the required fire flow, shall be located along approved fire lanes. Fire hydrant spacing shall meet the requirements of IFC table C105.1.1 (IFC 507.3, IFC B105.2, IFC C105).

2. Dead-end fire apparatus access roads exceeding 150 feet (45 720 mm) in length shall be provided with an approved area for turning around fire apparatus. (IFC 503.2.5)

3. Fire apparatus access roads shall extend to within 150 feet of all portions of the exterior walls of the first story of a building measured by an approved route around the exterior of the building or facility. (IFC 503.1.1)

4. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches. (IFC 503.2.1)

5. The minimum outside turning radius of a fire apparatus access road shall be 48 feet. The minimum inside turning radius shall be 28 feet. (IFC 503.2.4)

6. Fire apparatus access roads shall have an approved driving surface of asphalt, concrete or other approved driving surface and can support the imposed load of fire apparatus weighing at least 80,000 pounds. Please provide documentation the road surface meets this standard. (IFC D102.1)

7. Fire apparatus access roads shall not exceed 10 percent in grade. (IFC D103.2)

8. For streets having a width less than 33 feet back of curb to back of curb parking shall be restricted on one side; for streets having a width less than 27 feet back of curb to back of curb parking shall be restricted on both sides. A note on the face of the final plat is required noting the parking restriction prior to signing of the final plat. In addition, No Parking signs shall be installed in accordance with the requirements of the IFC. (IFC 503.8)

9. A phasing plan shall be included in documentation to city at time of submittal in accordance with infrastructure 2018 IFC.

10. Where fire apparatus access roads or a water supply for fire protection are required to be installed, such protection shall be installed and made serviceable prior to and during the time of construction except where approved alternative methods of protection are provided. Temporary street signs shall be installed at each street intersection where construction of new roadways allows passage by vehicles in accordance with (IFC Section 505.2.

11. D105.4 Obstructions. Overhead utility and power lines shall not be located over the aerial fire apparatus access road or between the aerial fire apparatus road and the building. Other obstructions shall be permitted to be placed with the approval of the fire code official.

12. An Automatic Fire Detection System and Fire Alarm System may be required based on the occupancy type and evaluation of hazards with the structure. 901.4.4

Electrical Energy Storage Systems (ESS) (2024 IFC Chapter 12)

13. Remote outdoor installations. For the purpose of Table 1207.8, remote outdoor installations include ESS located more than **100 feet** (30 480 mm) from buildings, lot lines, public ways, stored combustible materials, hazardous materials, high-piled stock and other exposure hazards. (Material based on NFPA 855 2023 Ed.) (2024 IFC 1207.8.1)

14. Means of egress separation. ESS located outdoors and in open parking garages shall be separated from any means of egress as required by the fire code official to ensure safe egress under fire conditions, but in no case less than **10 feet** (3048 mm).Exception: The fire code official is authorized to approve a reduced separation distance if large-scale fire testing complying with Section 1207.1.7 is provided that shows that a fire involving the ESS will not adversely impact occupant egress. (Material based on NFPA 855 2023 Ed.)(2024 IFC 1207.5.8)

15. Vehicle impact protection. Where ESS are subject to impact by a motor vehicle, including forklifts, vehicle impact protection shall be provided in accordance with Section 312. (2024 IFC 1207.4.5)

16. Smoking. Smoking shall be prohibited within 10 feet (3048 mm) of mobile ESS. Signs shall be posted in accordance with Section 310. (2024 IFC1207.10.7.7)

17. Approved signs shall be provided on or adjacent to all entry doors for ESS rooms or areas and on enclosures of ESS cabinets and walk-in units located outdoors, on rooftops or in open parking garages. Signs designed to meet both the requirements of this section and NFPA 70 shall be permitted. The signage shall include the following or equivalent: (2024 IFC 1207.4.8)

1. "ENERGY STORAGE SYSTEM," "BATTERY STORAGE SYSTEM," "CAPACITOR ENERGY STORAGE SYSTEM" or the equivalent.

2. The identification of the electrochemical ESS technology present.

3. "ENERGIZED ELECTRICAL CIRCUITS."

4. Where water-reactive electrochemical ESS are present, the signage shall include "APPLY NO WATER."

5. Current contact information, including phone number, for personnel authorized to service the equipment and for fire mitigation personnel required by Section 1207.1.8.1.

18. Clearance to exposures. ESS located outdoors shall be separated by a minimum of **10 feet** (3048 mm) from the following exposures: (2024 IFC 1207.8.3)

    1.Lot lines.
    2.Public ways.
    3.Buildings.
    4.Stored combustible materials.
    5.Hazardous materials.
    6.High-piled stock.
    7.Other exposure hazards.
    Exceptions: (Material based on NFPA 855 2023 Ed.)

        1.Clearances are permitted to be reduced to 3 feet (914 mm) where a 1-hour free-standing fire barrier suitable for exterior use and extending 5 feet (1524 mm) above and 5 feet (1524 mm) beyond the physical boundary of the ESS installation is provided to protect the exposure.

        2.Clearances to buildings are permitted to be reduced to 3 feet (914 mm) where noncombustible exterior walls with no openings or combustible overhangs are provided on the wall adjacent to the ESS and the fire-resistance rating of the exterior wall is a minimum of 2 hours.

3.Clearances to buildings are permitted to be reduced to 3 feet (914 mm) where a weatherproof enclosure constructed of noncombustible materials is provided over the ESS, and it has been demonstrated that a fire within the enclosure will not ignite combustible materials outside the enclosure based on large-scale fire testing complying with Section 1207.1.7.

General Requirement:
Fire Department required fire hydrants, access, and street identification shall be installed prior to construction or storage of combustible materials on site. Provisions may be made for temporary access and identification measures.

Specific building construction requirements of the International Building Code, International Fire Code and City of Caldwell Code will apply. However, these provisions are best addressed by a licensed Architect at time of building permit application.

Regards,

Alan Perry
Deputy Chief
Fire Marshal
Caldwell Rural Fire Protection District
Aperry@cityofcaldwell.org

Memorandum

To: Joe Dodson, Principal Planner
Caldwell P & Z Department

From: Trevor Farris, GIS Technician
Dave Marston, Mapping Superintendent

Re: SUP25-000017 & ZON25-000006- Freedom 50

Date: December 9, 2025.

The Mapping Department provides the following comments on a request by TMOD Homes LLC., on behalf of David Nelson, is requesting rezoning of parcel R3249700000, from C-3 (General Commercial) to R-3 (Urban Residential) as well as a special use permit for Freedom 50 Development. The proposed development is a residential duplex community with fifty (50) dwelling units (twenty-five buildings), where the current City comprehensive plan future land use map place-type is identified as mixed-use. The 3.9 acre parcel is located on the south side of E. Ustick Rd., approximately 400 feet west of the intersection with Cleveland Blvd.

Address Number

1. Please contact the Mapping Department prior to permitting for re-addressing.

Street Names

1. Existing street names, approved.

Subdivision / Development Name

1. Approved.

EXHIBIT 3:

COPY OF AGENCY NOTIFICATION LETTER SENT, LIST OF AGENCIES NOTIFIED, AND AGENCY COMMENTS

PUBLIC AGENCY NOTIFICATION LIST

The following political subdivisions, including schools, were notified of the application requests. A link to the full application packet was provided to each agency.

City of Caldwell Engineering Department
City of Caldwell Engineering Inspections
City of Caldwell Fire Chief
City of Caldwell Fire Marshall
City of Caldwell Building Department
City of Caldwell Police Chief
City of Caldwell Lieutenant Wright
City of Caldwell Mapping Department
City of Caldwell Code Compliance Division
City of Caldwell Economic Development
City of Caldwell Airport
City of Caldwell Water Department
Vallivue School District #139
Caldwell School District #132
Pioneer Irrigation District
Riverside Irrigation District
Canyon Hill Irrigation
Franklin Ditch Co.
Nampa-Meridian Irrigation Dist.
Black Canyon Irrigation District
Golden Gate Irrigation
Caldwell Lateral Irrigation
Wilder Irrigation District
Compass Idaho
Hilty, Bower, Haws & Seable
Caldwell Transportation
Brown Bus Company
Canyon Highway District #4
Nampa Highway District #1
Idaho Transportation Department
Valley Regional Transit
Canyon County Development Services
Canyon County Plat Room
City of Nampa Planning and Zoning
Boise Project Board of Control
Southwest District Health
Idaho Power
Intermountain Gas
DTG Maps (only for final plats)
Boise River Flood Control Dist. #10
Bureau of Land Management
Bureau of Reclamation - Snake River Area Office
Corps of Engineers
Idaho Fish and Game
Department of Water Resources
College of Idaho
Department of Lands
USPS Caldwell
Union Pacific Railroad

OUTSIDE AGENCY WRITTEN TESTIMONY

Outside Agency Response Deadlines: **11/26/2025**

CITY OF CALDWELL
PLANNING AND ZONING DEPARTMENT
205 S 6th Avenue, Caldwell, ID 83605 | Office: 208-455-3021
https://www.cityofcaldwell.org/departments/planning-and-zoning

PUBLIC AGENCY NOTIFICATION – RESPONSE REQUESTED

Transmittal Date:	10/29/2025		
1ST HEARING DATE:	12/23/2025	**HEARING BODY:**	Hearing Examiner
2nd HEARING DATE:	1/20/2026	**HEARING BODY:**	City Council
Application Case No(s):	SUP25-000017, ZON25-000006		
Project Name:	Freedom 50		
Site Address:	4111 Kristen Ln (Also addressed as 4120 E. Ustick Rd.)		
Site Parcel ID:	R3249700000		
Site Location:	South side of E. Ustick Rd., approximately 400 feet west of the intersection with Cleveland Blvd.		
Applicant:	Paul Hilbig of TMOD Homes, LLC 2667 E. Gala Street Suite 120, Meridiam, ID 83642 208-921-2506, paul@tmod.com		
Property Owner:	David Nelson 1123 12th Ave. Ste. 133, Nampa, ID 83686		
Agent Name:	Same as applicant		

You are hereby notified, pursuant to the Local Land Use Planning Act, Idaho Code 67-6509, that the City of Caldwell has accepted the following application(s).

You are invited to provide written testimony by the date specified below to ensure planners can consider the information as they develop their staff report and recommended findings. All items received by the deadline will be placed in the hearing packet, allowing the hearing body adequate time to review the submitted information.

REQUEST SUMMARY: The applicant, TMOD Homes LLC., on behalf of David Nelson, is requesting rezoning of parcel R3249700000, from C-3 (General Commercial) to R-3 (Urban Residential) as well as a special use permit for Freedom 50 Development. The proposed development is a residential duplex community with fifty (50) dwelling units (twenty-five buildings), where the current City comprehensive plan future land use map place-type is identified as mixed-use. The 3.9 acre parcel is located on the south side of E. Ustick Rd., approximately 400 feet west of the intersection with Cleveland Blvd.



APPLICATION PACKET: The complete application packet can be found on the City of Caldwell website under "Planning and Zoning Department/Current Case Files" or by clicking here.

OUTSIDE AGENCY COMMENTS: Your agency's comments are an important part of our decision-making process. When submitting comments, please reference Case No. listed above in responses and/or correspondence regarding this case. Comments received by the deadline date will be added to the Staff Report and to the hearing body's packet. Comments may be submitted by mail or email as follows:

Mail: Caldwell Planning and Zoning Department, P.O. Box 1179, Caldwell, ID 83605
Email: Joe Dodson, Principle Planner at jdodson@cityofdcaldwell.org.

Please Note: We will assume that your agency has no objections or concerns if we do not receive written testimony or comments within the requested timeframe.

Vallivue School District #139

Lisa Boyd, Superintendent

5207 S. Montana Avenue
Caldwell, ID 83607
Phone (208) 454-0445
Fax (208) 454-0293

November 10, 2025

Re: Freedom 50 SUP25-000017, ZON25-000006

Dear Hearing Examiner and City Council,

If approved, the Freedom 50 development of 50 dwelling units would send students to Central Canyon, Summitvue Middle School, and Vallivue High School.

In addition to the Freedom 50 development, the following developments will also contribute to enrollment growth at the above schools:

- **Karcher Commons:** 336 multi-family units and 196 townhome style apartments
- **Emery Sky:** 169 Single Family Detached and 96 Multi-family Units
- **Chestnut Heights:** 50 Single Family Detached Units
- **Cedars 3-7:** 100 Single Family Detached Units
- **Lavender Crossing:** 288 Multi-family Units
- **Highgarden Estates:** 60 Multi-family Units

The district is thankful that the opening of the new Falcon Ridge Elementary has alleviated the growth at Central Canyon, however, the district is concerned that the continued approval of developments in the new Central Canyon attendance boundaries will put Central Canyon overcapacity in the upcoming school years.

Sincerely,



Joseph Palmer
Assistant Superintendent

EXHIBIT 4:

PUBLIC COMMENTS

NONE RECEIVED PRIOR TO PUBLIC HEARING

EXHIBIT 5:

MINUTES OF HEARING EXAMINER HEARING

HEARING EXAMINER
MEETING MINUTES
Tuesday, January 13th, 2026 @ 1:31 pm
Caldwell City Council Chambers Room, 205 S. 6th Avenue, Caldwell, Idaho

CALL TO ORDER – Hearing Examiner, Ms. Sabrina Durtschi opened the meeting for the public hearing at 1:31 p.m.

REVIEW OF PROCEEDINGS (OPENING STATEMENT) – Ms. Sabrina Durtschi outlined the procedures for the public hearing.

MEMBERS PRESENT: Angelica Gomez (Administrative Assistant); Joe Dodson (Principal Planner)

CONSENT CALENDAR:

OLD BUSINESS:

1. **ACTION ITEM: Public Hearing Quasi-Judicial: Case Number: SUP25-000017, ZON25-000006:** The applicant, TMOD Homes LLC., on behalf of David Nelson, is requesting rezoning of parcel R3249700000, from C-3 (General Commercial) to R-3 (Urban Residential) as well as a special use permit for Freedom 50 Development. The proposed development is a multi-family residential duplex community with fifty (50) dwelling units (twenty-five buildings), where the current City comprehensive plan future land use map place-type is identified as mixed-use. The 3.9 acre parcel is located on the south side of E. Ustick Rd., approximately 400 feet west of the intersection with Cleveland Blvd. This case was continued from the December 23rd, 2025 Hearing Examiner Hearing.

   Joe Dodson (Principal Planner) 205 S. 6th Avenue, provided the staff report by outlining its contents by use of a PowerPoint presentation.

   Mr. Dodson stated that the applicant has resubmitted many of their plans since the last hearing. They resubmitted their landscape plan, site plan and open space exhibit to try to comply with the conditions of approval that were previously there.

   Michael Fife (Applicant) 2667 E Gala Ct. Meridian, signed in favor of the application and stated he does not have anything else to add so he will stand for any questions.

   In response to the Hearing Examiner's questions, Mr. Fife stated:

   - The one unit will be used as a "model unit" for potential renters to walk through.
   - There will be an office space for the landlord to use.

   Mr. Fife agreed with the Hearing Examiner that the office is due to code requirements.

   Mr. Fife stated that they acknowledge that it doesn't meet every aspect of the code, particularly in relation to having residential along an arterial, but it does meet the Comprehensive Plan. They feel they are bringing an amenity to the city.

   In response to the Hearing Examiner's questions Mr. Fife stated the prices for rent will be a little below what you typically see for a two-bedroom two bathroom.

   Ms. Durtschi stated the plans will need to reflect the additional storage and property management office building before the City Council Hearing date.

FINDINGS OF FACT AND CONCLUSSIONS OF LAW FOR Case Numbers SUP25-000017, ZON25-000006: The Caldwell Hearing Examiner accepts the Findings of Fact and Conclusions of Law outlined in the staff report, public testimony, and the evidence list. All adopted ordinances, standards and codes were used in evaluating the application. The proposed use was conditionally permitted by the terms of the ordinance and such conditions of approval.

ORDER OF DECISION FOR CASE NUMBERS SUP25-000017, ZON25-000006: Based on the Findings of Fact and Conclusions of Law, the Caldwell Hearing Examiner hereby orders that Case Numbers ZON25-000006 is recommended for approval, and SUP25-000017 is approved contingent on approval of ZON25-000006 by City Council, subject to the conditions of approval listed in the staff report.

NEW BUSINESS: None

ADJOURNMENT

The Hearing Examiner adjourned the meeting at approximately 1:49 pm.

The next meeting for the Hearing Examiner will be on Tuesday, January 27th, 2026, at 1:30 p.m.
Respectfully submitted by Angelica Gomez, Administrative Assistant

MINUTES APPROVED AND SIGNED BY THE HEARING EXAMINER, SABRINA DURTSCHI, ON THE DATE NOTED BELOW:

_____ _____
Ms. Sabrina Durtschi Date

ATTEST:

_____ _____
Morgan Bessaw, Deputy Director Date

A digital recording of the public hearing is available upon request.

HEARING EXAMINER
MEETING MINUTES
Tuesday, December 23rd, 2025 @ 1:32 pm
Caldwell City Council Chambers Room, 205 S. 6th Avenue, Caldwell, Idaho

CALL TO ORDER – Hearing Examiner, Ms. Sabrina Durtschi opened the meeting for the public hearing at 1:32 p.m.

REVIEW OF PROCEEDINGS (OPENING STATEMENT) – Ms. Sabrina Durtschi outlined the procedures for the public hearing.

MEMBERS PRESENT: Sarah Fultz (Planning Technician); Joe Dodson (Principal Planner);

CONSENT CALENDAR: The Hearing Examiner approved the October 28, 2025, Hearing Examiner Meeting Minutes as drafted.

OLD BUSINESS: None

NEW BUSINESS:

1. **ACTION ITEM: Public Hearing Quasi-Judicial: Case Number:** SUP25-0000018: The applicant, the City of Caldwell, is requesting a special use permit for the installation of a new 21 sq. ft. monument sign with a 6 sq. ft. electronic reader board for the City's Event Center parking lot located at 124 N 21st Ave (parcel # R3536900000). The site is located on the southeast side of N. 21st Ave., approximately 500 feet south of the intersection with East Chicago St.

   Joe Dodson (Principal Planner) 205 S. 6th Avenue, provided the staff report by outlining its contents by use of a PowerPoint presentation.

   In response to the Hearing Examiner's question, Mr. Dodson stated there was no landscape plan submitted with the building application. There are trees and grass in the buffer but just no shrubs. Specific conditions state there will need to be a landscape plan submitted with the sign permit.

   There was no public testimony
   There was no rebuttal

   Ms. Durtschi closed the public hearing testimony at 1:45 pm.

   FINDINGS OF FACT AND CONCLUSSIONS OF LAW FOR Case Numbers SUP25-000018: The Caldwell Hearing Examiner accepts the Findings of Fact and Conclusions of Law outlined in the staff report, public testimony, and the evidence list. All adopted ordinances, standards and codes were used in evaluating the application. The proposed use was conditionally permitted by the terms of the ordinance and such conditions of approval.

   ORDER OF DECISION FOR CASE NUMBERS SUP25-000018: Based on the Findings of Fact and Conclusions of Law, the Caldwell Hearing Examiner hereby orders that Case Numbers SUP25-000018 for Event Center Sign is approved, subject to the conditions of approval listed in the staff report.

2. **ACTION ITEM: Public Hearing Quasi-Judicial: Case Number:** SUP25-000017, ZON25-000006: The applicant, TMOD Homes LLC., on behalf of David Nelson, is requesting rezoning of parcel R3249700000, from C-3 (General Commercial) to R-3 (Urban Residential) as well as a special use permit for Freedom 50 Development. The proposed development is a multi-family residential duplex community with fifty (50) dwelling units (twenty-five buildings), where the current City comprehensive plan future land use map

place-type is identified as mixed-use. The 3.9 acre parcel is located on the south side of E. Ustick Rd., approximately 400 feet west of the intersection with Cleveland Blvd.

Joe Dodson (Principal Planner) 205 S. 6th Avenue, provided the staff report by outlining its contents by use of a PowerPoint presentation.

In response to the Hearing Examiner's question, Mr. Dodson stated:

- The single-family subdivision to the west did not put the drain that is to the east boundary of the subject site within a common lot as would be standard practice nowadays. Staff believes the drain acts as a buffer should and therefore supports the request for a lesser buffer of 15' instead of 25' as is proposed by the applicant.

Michael Fife (applicant), E Gala Ct, Meridian, signed in favor of the application and gave a report of the project.

In response to the Hearing Examiner's question, Mr. Fife stated:

- There was oversight on their part for the reason why they didn't speak up during the City's Comprehensive Plan change.

In response to the Hearing Examiner's question, Mr. Dodson stated:

- The design standards were discussed internally regarding whether they meet the standards.
- The applicant can ask for alternative compliance to the multi-family section in the architectural standards.
- It is an administrative application.

There was no public testimony
There was no rebuttal

Ms. Durtschi continued the application to the January 13th, 2026 Hearing Examiner Hearing. The applicant will need to update the site plan to reflect the needed buffers. Also, to ensure all the landscaping requirements are met.

ADJOURNMENT

The Hearing Examiner adjourned the meeting at approximately 2:16 pm.

The next meeting for the Hearing Examiner will be on Tuesday, January 13th, 2026, at 1:30 p.m.
Respectfully submitted by Angelica Gomez, Administrative Assistant

MINUTES APPROVED AND SIGNED BY THE HEARING EXAMINER, SABRINA DURTSCHI, ON THE DATE NOTED BELOW:

_____ _____
Ms. Sabrina Durtschi Date

ATTEST:

_____ _____
Morgan Bessaw, Deputy Director Date

A digital recording of the public hearing is available upon request.

EXHIBIT 6

DRAFT DEVELOPMENT AGREEMENT

March 2, 2026
Freedom 50 Development Agreement
(ZON25-000006 & SUP25-000017)

After Recording
Return to:
Director
Caldwell Planning and Zoning Dept.
205 S. 6th Ave.
Caldwell, Idaho 83605

For Recording Purposes,
Do Not Write Above This Line

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") was approved by Council this _____ of _____, 20__, by and between the City of Caldwell, a municipal corporation of the State of Idaho ("City"), whose address is 205 S. 6th Avenue, Caldwell, Idaho 83605, and David Nelson, ("Owner").

RECITALS

WHEREAS, the Owner is the owner of record of approximately 3.92 acres of certain real estate identified as Canyon County Parcel No. R3249700000 (4111 Kristin Ln.), generally located near the southwest corner of the Ustick Rd. and Cleveland Blvd. intersection, in Caldwell, Idaho, ("Property"), and legally described in the attached legal description (**Exhibit A)** and as depicted on the map in **(Exhibit B)**; and

WHEREAS, the Property is currently designated as C-3 (General Commercial) on the Canyon County Zoning Map; and

WHEREAS, the Property is currently designated as Mixed Use Center on the City of Caldwell Comprehensive Land Use Map; and

WHEREAS, the Owner seeks to rezone parcel R3249700000 (4111 Kristin Ln.) to the City of Caldwell's R-3 (Urban Residential) zoning classification; and

WHEREAS, the Owner is proposing to develop the site as a multifamily development consisting of 50 dwelling units within 25 duplex style buildings on 3.92 acres in the requested R-3 zone; and

WHEREAS, the intent of this Development Agreement to protect the rights of Owner's/Developer's use and enjoyment of the Property, while at the same time limiting any adverse impacts resulting from the development of this property upon neighboring properties and the existing community, and ensuring the Property is developed in a manner consistent with Caldwell's Comprehensive Plan and City Code; and

WHEREAS, the City and Owner desire to set forth herein limitations and/or conditions upon the use and future development of the property; and

WHEREAS, all capitalized terms in this Development Agreement not herein defined shall have those meanings designated in the Caldwell City Code, the Caldwell Zoning Ordinance, and the Caldwell Comprehensive Plan; and

DRAFT

WHEREAS, the zoning designation requested by Owner with respect to the Property, if granted by the City, will only be granted upon execution of this Development Agreement; and

WHEREAS, the Owner has agreed to provide Caldwell with an affidavit agreeing to submit the Property to a Development Agreement (**Exhibit C**) pursuant to Caldwell City Code and the provisions set forth in Idaho Code Section 67-6511A and be bound by same; and

WHEREAS, all exhibits mentioned herein are attached hereto and are incorporated herein by reference; and

AGREEMENT

In consideration of the above Recitals and of the mutual covenants, duties, and obligations contained herein, the parties agreed as follows:

ARTICLE I
LEGAL AUTHORITY

This Development Agreement is made pursuant to and in accordance with the provisions of Idaho Code Section 67-6511A and Caldwell City Code, Chapter 10, Article 3.

ARTICLE II
ZONING ORDINANCE AMENDMENT

Caldwell will adopt an ordinance amending the Caldwell Zoning Ordinance to rezone the Property that is the subject of the application to the R-3 (Urban Residential) zone, subject to the terms and conditions of this Development Agreement. This Development Agreement shall be signed to meet the conditions of approval for the rezone as approved in the **Order of Decision signed March 2, 2026.** The ordinance will become effective after its passage, approval, and publication.

ARTICLE III
GENERAL CONDITIONS OF DEVELOPMENT

3.1 The Property will be developed and utilized in the fashion and according to the terms, conditions and limitations set forth in this Development Agreement and development application number(s) ZON25-000006 & SUP25-000017.

3.2 Development of the Property shall be consistent with all requirements, codes, rules and regulations of the City of Caldwell, unless specifically stated otherwise in this Development Agreement.

3.3 If the City of Caldwell has established a design review process at the time of submittal of building permits or development application(s) for the Property, the applicant will be required to go through the design review process.

3.4 In the event the Property's legal description is discovered to be in error, the Owner will be responsible for assuming the measures necessary to provide the City with an accurate legal description of the Property.

3.5 Change in Use. No change in the uses specified in this Agreement shall be allowed without modification of this Agreement pursuant to the requirements of Caldwell City Code. In the event that the Developer/Owner changes or expands the uses permitted by this Agreement without the approval

DRAFT

required by this Agreement, the Caldwell City Code, and Idaho Code 67-6509, the Developer/Owner shall be in default of this Agreement.

3.6 Construction. Development and site work on the Property shall be in accordance with all applicable laws and regulations and shall also be consistent with the development standards set forth in this Agreement. Failure to construct any development on the Property consistent with this Agreement or construction in variance with this Agreement, including any amendment of this Agreement, shall constitute a default of this Agreement by the Developer/Owner.

3.7 Modifications to Plans and/or Specifications: Any changes to the plans and specifications upon which this approval is based, other than those required by any conditions of approval, will require submittal of an application for modification and approval of that application prior to commencing any change.

3.8 Landscape Plan. The applicant shall comply with all landscaping requirements based on Caldwell City Code, Chapter 10, Article 2. The Landscape Plan **(Exhibit D)** represents the Owner's current concept for all existing and proposed landscape street buffers, buffers between land uses, open space, parking lot landscaping, landscape planters, existing and proposed trees, shrubs and plantings, micro and major pathways, landscape strips, public amenities, structures and equipment proposed for recreational use, common lots, common easements, school bus stop areas, irrigation system and water source, and all other landscape improvements including, but not limited to, earth berms, walls, trash enclosures, specialty lighting, required or proposed fences. The Owner understands and agrees that any changes or modifications to the landscape plan must submitted to the City for review and approval prior to installation. The City understands and agrees that certain changes in that concept may occur or be required. If the City determines that any such changes require additional public comment due to potential impacts on surrounding property or the community, or that such change is a substantial enough change from the landscape plan presented to the public, a public hearing shall be held on the proposed changes and notice shall be provided as may be required by the City.

3.9 Landscape Maintenance: All landscaping and screening devices shall be maintained in an attractive, live, safe and healthy manner. The controller as defined by Caldwell City Code is responsible for maintaining all landscaping and screening devices within a subdivision and/or development and/or the subject property. As applied to the subdivision or development process, the controller is understood to be the property owner, association or person representing the property owner's interest with responsibility for abiding by the city's standards, rules, regulations, policies, codes and ordinances.

3.10 Cluster Mailboxes: The development shall utilize cluster mailboxes for delivery of mail. Individual mailboxes shall not be allowed. A cluster mailbox placement plan shall be submitted to the Planning and Zoning department showing coordination with the United States Postal Services prior to submitting the construction drawings.

3.11 Development Construction Signage: At the time of development a "rules and regulations" sign shall be posted and maintained at the entryways to the project until it is fully developed and build out is complete. The signs would be intended for subcontractors performing work and should include: a) no dogs; b) no loud music; c) no alcohol or drugs; d) no abusive language; e) disposal of personal trash and site debris; f) daily cleanup of any mud and/or dirt that is deposited from the construction parcel onto streets; g) installation of a temporary construction fence that would keep debris from being blown off site by the wind; h) no burning of construction or other debris on the property.

3.12 Approved Development Name, Street Names, Street Layout, Lot and Block Numbering, and Subdivision Phasing Plan. No changes to the original approved development name, street names, street layout and configuration, lot and block numbering, or subdivision phasing plan shall occur

DRAFT

without prior approval from the City of Caldwell Mapping Division. Any substantial changes from what was originally approved may require additional public hearings.

3.13 SUP Expiration: Within twelve (12) months of the date of signature of the order of decision showing approval of the special use permit, the applicable permit/certificate application shall be submitted for the approved special use. If the applicable permit/certificate application is not submitted within the required time frame, the special use permit approval shall become null and void and another special use permit approval will need to be received. Within twenty-four (24) months of the submittal of the applicable permit/certificate application, the certificate of occupancy (not temporary) or other applicable certificate, shall be obtained. If the permanent certificate of occupancy or other applicable certificate is not obtained within the required time frame, the special use permit approval shall become null and void and another special use permit approval will need to be received.

3.14 Dimensional/Bulk Standards: All new construction shall comply with the current height, setback, and area schedule in effect at the time the building permit is filed, excluding any setbacks, height, lot size, or frontage deviations as noted in Article IV.

ARTICLE IV
SITE SPECIFIC CONDITIONS OF DEVELOPMENT

4.1 The subject development, Freedom 50, has been approved to deviate from 10-05-03(4).C of Caldwell City Code as part of the Rezone process and request. Said deviation permits the subject property to develop substantially consistent with the approved site plan that includes 100% residential uses and no commercial use(s) along Ustick Road.

4.2 Site Plan. The Site Plan **(Exhibit D)** represents the Owner's current concept for completion of the Project. As the Site Plan is finalized, the City understands and agrees that certain changes may occur or be required. If the City determines that any such changes require additional public comment due to potential impacts on surrounding property or the community, a public hearing shall be held on any proposed changes in the Site Plan and notice shall be provided as may be required by the City. The Owner understands and agrees that any changes or modifications to the site plan must submitted to the City for review and approval prior to development.

4.3 Building Elevations/Renderings. The Building Elevations and Renderings **(Exhibit E)** represents the Owner's current concept for the style of architecture, architectural features, colors, finishes and materials, and surrounding landscaping for the project. As the building design evolves, the City understands and agrees that certain changes in that concept may occur or be required. If the City determines that any such changes require additional public comment due to potential impacts on surrounding property or the community, or that such change is a substantial enough change from the elevations presented to the public, a public hearing shall be held on the proposed changes and notice shall be provided as may be required by the City. The Owner understands and agrees that any changes or modifications to the building elevations must submitted to the City for review and approval prior to construction of such.

4.4 Street Landscape Buffers. A twenty-five foot (25') wide street landscape buffer is required along Ustick Road. The street landscape buffer shall comply with Caldwell City Code 10-02-09-5. Seeding, hydro-seeding, or similar methods for grass groundcover shall not be allowed, and the plant sizes shall meet or exceed the minimum plant sizes as set forth in §10-02-09-5.

4.5 Comply with all City of Caldwell Engineering Department conditions as shown in **Exhibit F.**

4.6 Comply with all City of Caldwell Fire Department conditions as shown in **Exhibit G.**

DRAFT

4.7 Comply with all City of Caldwell Mapping Department conditions as shown in **Exhibit H.**

ARTICLE V
AFFIDAVIT OF PROPERTY OWNER(S)

An affidavit of the owner(s) of the Property is attached hereto and incorporated by reference herein agrees to subject the Property to this Development Agreement **(Exhibit C)** and be bound thereby, and comply with and be bound by the provisions set forth in Idaho Code Section 67-6511A and Caldwell City Code shall be provided and is incorporated herein by reference.

ARTICLE VI
DEFAULT

5.1 In the event the Owner, their heirs or assigns or subsequent owners of the property or any other person acquiring an interest in the property, fails to faithfully comply with all of the terms, conditions, and commitments set forth herein, included in this Agreement, within thirty (30) days of written notice of such failure from the City, the City shall have the right without prejudice to any other rights or remedies to cure such default or enjoin such violation and otherwise enforce the requirements contained in this Development Agreement. The City shall have the following non-exclusive and cumulative remedies, upon the City's compliance with the requirements of Caldwell City Code and Idaho Code 67-6509.

5.2 If required to proceed in a court of law or equity to enforce any provision of this Development Agreement, City shall be entitled to recover all direct out-of-pocket costs so incurred to cure or enjoin such default and to enforce the commitments contained in this Development Agreement, including attorney's fees and court costs.

ARTICLE VII
UNENFORCEABLE PROVISIONS

If any term, provision, commitment, or restriction of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument shall nevertheless remain in full force and effect and that portion determined to be invalid or unenforceable shall be re-negotiated in good faith between Owner(s), or other appropriate party, and the City.

ARTICLE VIII
ASSIGNMENT AND TRANSFER

After its execution, the Development Agreement shall be recorded in the office of the County Recorder at the expense of the Owner. Each commitment and restriction on the development shall be a burden on the Property, shall be appurtenant to and for the benefit of the Property, adjacent property, and other property near the Property and shall run with the land. This Development Agreement shall be binding on Owner, and its respective heirs, administrators, executors, agents, legal representatives, successors, and assigns; provided, however, that if all or any portion of the development is sold, the sellers shall thereupon be released and discharged from any and all obligations in connection with the property sold arising under this Agreement. The new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be bound by and liable for all commitments and other obligations arising under this Agreement with respect to the Property or portion thereof.

ARTICLE IV
GENERAL MATTERS

DRAFT

8.1 Amendments. Any alteration or change to this Development Agreement shall be made only after complying with the notice and hearing provisions of Idaho Code Section 67-6509.

8.2 Termination. A development agreement may be terminated by the city, and the zoning designation upon which the use is based may be reversed upon the failure of the owner, developer or each subsequent owner or person acquiring an interest in the subject parcel to comply with the commitments in the agreement within two (2) years. The two (2) year period of time for compliance of commitments may be extended by the city for just cause and upon application for such by the owner, and after complying with the notice and hearing provisions of this section.

8.3 No failure by the City to enforce this Agreement or any provision hereof shall constitute a waiver of such provision or of any other right of the City or obligation of the Owner contained herein. This non-waiver provision shall apply regardless of the amount of time that may elapse after such default by Owner. This non-waiver provision shall apply regardless of whether such waiver by the City is express or implied.

8.4 Consent to Change Zoning. The establishment of a development agreement and the written commitments contained therein, in accordance with the provisions of this section, shall be deemed written consent to change the zoning of the subject property to its prior designation upon failure to comply with the conditions imposed by the agreement.

8.5 Other Laws. This Development Agreement shall not prevent City, in subsequent actions applicable to the Property, from applying new ordinances and regulations of general application adopted by City in the exercise of its police powers that do not conflict with the Parties' commitments set forth herein, including, but not limited to, amendments to the City's zoning ordinance which may prohibit the use or uses Owner proposes in this Agreement. Owner understands that the building and fire codes applicable to its development shall be those in effect at the time when a complete application for a building permit is filed. Nothing in this Development Agreement shall preclude the application of any law that is specifically mandated and required by changes in state or federal laws or regulations. In the event such law prevents or precludes compliance with one or more provisions of this Development Agreement, City and Developer shall meet and confer to determine how provisions of this Development Agreement would need to be modified or suspended in order to comply with the law and shall prepare and process the necessary amendment or amendments to this Development Agreement.

8.6 Paragraph Headings. This Development Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this Development Agreement. As used in this Development Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

8.7 Choice of Law. This Development Agreement shall be construed in accordance with the laws of the State of Idaho in effect at the time of the execution of this Development Agreement. Any action brought in connection with this Development Agreement shall be brought in a court of competent jurisdiction located in Canyon County, Idaho.

8.8 Legal Representation. Both the Owner and City acknowledge that they each have been represented by legal counsel in negotiating this Development Agreement and that neither party shall have been deemed to have been the drafter of this agreement.

8.9 Ongoing Performance Commitments. If the Development Agreement has commitments involves ongoing performance and the owner or developer fails to comply with the commitment after completion of construction, said failure may be dealt with by the city according to the violation and penalty provisions of this chapter and for specific performance of the development agreement,

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including attorney fees and costs associated with the enforcement of the agreement.

8.10 Notices. Any notice which a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same by registered or certified mail, return receipt requested postage prepaid, or by Federal Express or other reputable overnight delivery service, to the party to whom the notice is directed at the address of such party set forth herein below, or such other address and to such other persons as the parties may hereafter designate. Any such notice shall be deemed given upon receipt if by personal delivery, forty-eight (48) hours after deposit in the United States mail, if sent by mail pursuant to the foregoing, or twenty-four (24) hours after timely deposit with a reputable overnight delivery service.

To City:

City of Caldwell
c/o Director, Planning & Zoning Department
205 S. 6th Ave.
Caldwell, Idaho 83605

With a Copy to:

City of Caldwell
c/o Oscar Klaas, City of Caldwell Attorney
205 S. 6th Ave.
Caldwell, Idaho 83605

To Owner:

David Nelson
Melinda Nelson
1123 12th Ave. Rd. Ste. 133
Nampa, Idaho 83686

With a Copy to Developer:

City of Caldwell
c/o Director, Planning & Zoning Department
621 Cleveland Blvd
Caldwell, Idaho 83605

8.11 Change of Address. Either Party shall give notice to the other Party of any change of its address for the purpose of this section by giving written notice of such change to the other in the manner herein provided. In the event any successor or assign fails to provide an address, the City's obligation of mailing shall be deemed accomplished by uses of the address on file with the County Tax Assessor.

8.12 Default. In the event Owner fails to comply with the terms and conditions hereof in any material respect, the City may, without further notice to Owner, exercise any or all of the following remedies.

A. Withhold the issuance of any building permit or certificate of occupancy of any structure located within the Project;

B. Withhold the connection of water, sewer or electric service to any property located within the Project;

C. Refuse to accept public ownership and maintenance of public improvements within the Project and record a notice of such action with the Canyon County Recorder's Office;

D. Issue a stop work order for any building under construction within the Project;

E. Bring an action for damages, injunctive relief, specific performance or any other remedy available at law or in equity;

DRAFT

All of the above remedies are cumulative and to the extent not wholly inconsistent with each other, may be enforced simultaneously or separately, at the sole discretion of the City.

8.7 Attorney. The prevailing party in any claims or disputes arising out of this Agreement shall be entitled to recover reasonable attorney's fees in addition to other relief which a court of competent jurisdiction may award.

8.8 Effective Date. This Development Agreement shall be effective upon the signing and execution of this agreement by both parties.

8.9 Authority to Enter Into Agreement: By the execution and delivery of this Agreement by the parties, and the performance of their covenants and obligations therein, the parties acknowledge such action has been duly authorized by all necessary corporate (or LLC) action, and necessary corporate (or LLC) resolution(s) have been executed for the undersigned representatives to sign this Agreement and so bind their respective parties.

8.10 Automatic Termination: If the Property is not developed as conditioned herein, this agreement shall terminate five (5) years after the Effective Date.

DRAFT

IN WITNESS WHEREOF, the parties hereto have executed this Development Agreement.

DATED this _____day of _____, 2026.

CITY OF CALDWELL, a municipal corporation organized and existing under the laws of the State of Idaho

By:_____
Eric Phillips, Mayor

ATTEST:

_____
Kristina Buchan, Caldwell City Clerk

STATE OF IDAHO)
) ss.
County of Canyon)

On this _____ day of _____, in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared ERIC PHILLIPS, known to me to be the MAYOR of said municipal corporation that executed this instrument and the persons who executed the said instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

_____
Notary Public

Residing at: _____

My Commission Expires: _____

DRAFT

OWNER(S):

By: _____
Enter Owners Name

By: _____
Enter Owners Name

STATE OF IDAHO)
) ss.
County of Canyon)

On this _____ day of _____, in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared_____, known or identified to me to be an owner of the property referenced herein and the persons who executed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written

_____
Notary Public

Residing at: _____

My Commission Expires: _____

STATE OF IDAHO)
) ss.
County of Canyon)

On this _____ day of _____, in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared_____, known or identified to me to be an owner of the property referenced herein and the persons who executed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written

_____
Notary Public

Residing at: _____

My Commission Expires: _____

DRAFT

INDEX OF EXHIBITS

A - Legal Description
B - Parcel Map
C - Affidavit of Owner
D - Site and Landscape Plans
E - Concept Elevations and Renderings
F - Engineering Conditions
G - Fire Conditions
H - Mapping Conditions

DRAFT

Exhibit A
Legal Description of Property

DRAFT

Exhibit B
Parcel Map

DRAFT

Exhibit C
Affidavit of Legal Interest

STATE OF IDAHO)
)
County of Canyon)

_____, who being first duly sworn under oath, deposes and says:

1. I am _____ **("Owner"),** whose mailing address is _____.

2. Owner is the fee simple owner of the parcel of real property **("Property")**, and legally described as:

See "Exhibit A" for legal description.

3. _____authorizes the submission of Property to certain Development Agreement pursuant to the provisions set forth in Idaho Code Section 67-6511A and Caldwell City Code dated the ___ day of _____, 20___ by and between the City of Caldwell, a municipal corporation in the State of Idaho, and Owner (the "**Agreement**").

DATED this ____ day of _____, 20____.

Owner
By: _____
Owner Name

SUBSCRIBED AND SWORN to before me this _____day of _____, 20___.

Notary Public
Residing at _____, Idaho
My Commission expires _____

DRAFT

Exhibit D
Site and Landscape Plans

This space reserved for insertion of documents after City Council final approval

DRAFT

Exhibit E
Concept Elevations / Renderings

This space reserved for insertion of documents after City Council final approval

DRAFT

Exhibit F
City of Caldwell Engineering Conditions

This space reserved for insertion of documents after City Council final approval

DRAFT

Exhibit G
City of Caldwell Fire Department Conditions

This space reserved for insertion of documents after City Council final approval

DRAFT

Exhibit H
City of Caldwell Mapping Department Conditions

This space reserved for insertion of documents after City Council final approval

DRAFT

EXHIBT 7

ORDINANCE AND SUMMARY (REZONE)

BILL NO. 77
ORDINANCE NO. 3729

AN ORDINANCE DETERMINING THAT CERTAIN LAND LAYS WITHIN THE CITY LIMITS OF THE CITY OF CALDWELL, COUNTY OF CANYON, STATE OF IDAHO, AND THAT SAID LANDS SHOULD BE REZONED FROM C-3 (GENERAL COMMERCIAL) ZONE TO THE R-3 (URBAN RESIDENTIAL) ZONE DETERMINING THAT SAID CHANGE IN ZONING IS IN THE BEST INTEREST OF THE CITY OF CALDWELL, CANYON COUNTY, IDAHO; DIRECTING THE CITY ENGINEER AND PLANNING AND ZONING DIRECTOR TO AMEND SAID PROPERTY ON THE OFFICIAL MAPS OF THE CITY OF CALDWELL, IDAHO; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS OR PARTS THEREOF IN CONFLICT HEREWITH.

BE IT ORDAINED, BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CALDWELL, COUNTY OF CANYON, STATE OF IDAHO:

Section 1. That the Caldwell City Council, upon recommendation of the Hearing Examiner and following the public notice and hearing procedures as required in Section 10-03-12, Caldwell Municipal Code, approved Case No. ZON25-000006 (Freedom 50) at a public hearing held this 2nd day of March, 2026.

Section 2. The parcel(s) are within the City of Caldwell, Idaho and the applicant has requested that said following described property(s) should be rezoned as follows:

Parcel R3249700000 from C-3 (GENERAL COMMERCIAL) to R-3 (URBAN RESIDENTIAL); and

A parcel(s) of land more particularly described in Exhibit A: Legal Description and as shown in Exhibit B: Map Exhibit.

Section 3. That the City Engineer and the Planning and Zoning Director of the City of Caldwell, Idaho, are hereby instructed to so designate the same above-described property(s) on the official zoning map and other area maps of the City of Caldwell, Idaho as R-3 (Urban Residential).

Section 4. All ordinances, resolutions, orders or parts thereof in conflict herewith are hereby repealed, rescinded and annulled.

Section 5. This ordinance shall be in full force and in effect from and after its passage, approval and publication, according to law.

PASSED BY THE COUNCIL OF THE CITY OF CALDWELL, IDAHO, this 2nd day of March, 2026.

APPROVED BY THE MAYOR OF THE CITY OF CALDWELL, IDAHO, this 2nd day of March, 2026.

_____
Mayor Eric Phillips

ATTEST:

_____
City Clerk

EXHIBIT A

1001 N. Rosario Street Suite 100
Meridian, ID 83642
P (208) 974-0075 F (801) 352-7989

LEGAL DESCRIPTION
PREPARED FOR
FREEDOM 50 (LAT 96)
CALDWELL, IDAHO
10/13/2025
25-5065
GAM

FREEDOM 50 LEGAL DESCRIPTION

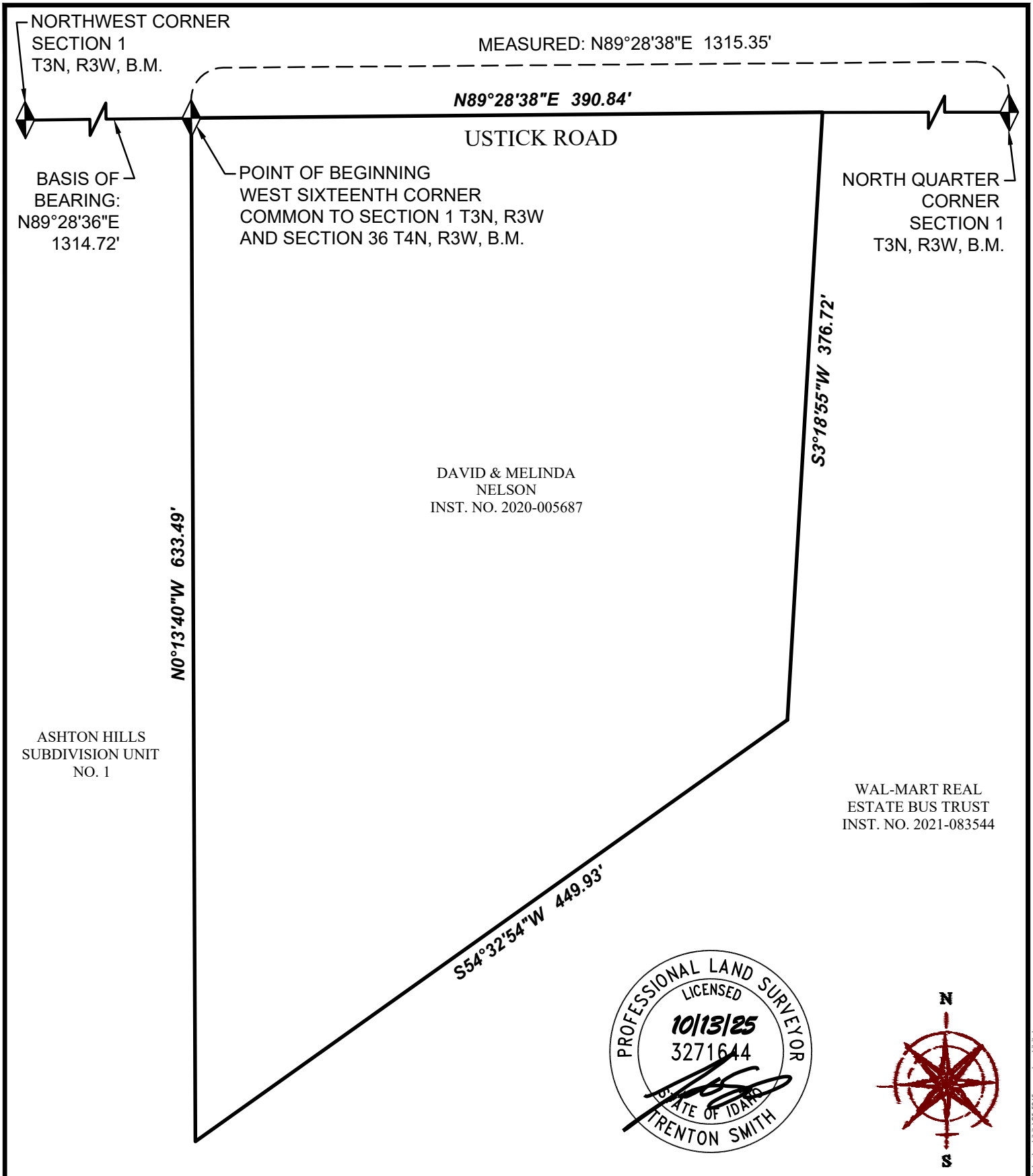
A part of the Northeast Quarter of the Northwest Quarter of Section 01, Township 3 North, Range 3 West, Boise Meridian, located in Caldwell, Canyon County, Idaho, being more particularly described as follows:

Commencing from the West Sixteenth Corner common to Section 1 T3N, R3W and Section 36 T4N, R3W, from which the Northwest Corner of said Section 1 bears S89°28'36" W 1314.72 feet;

thence N89°28'38" E 390.84 feet along the Northerly line of the Northwest Quarter of said Section 01;
thence S03°18'55" W 376.72 feet;
thence S54°32'54" W 449.93 feet;
thence N0°13'40" W 633.49 feet along the Easterly boundary of Ashton Hills Subdivision Unit No. 1, located in Book 27 Page 20-21, records of Canyon County, Idaho to the Point of Beginning;

Contains: 4.35 acres +/-

PROFESSIONAL LAND SURVEYOR
LICENSED
10/13/25
3271644
STATE OF IDAHO
TRENTON SMITH



FOCUS©
ENGINEERING AND SURVEYING, LLC
1001 N. ROSARIO STREET SUITE 100
MERIDIAN, IDAHO 83642 PH: (208) 974-0075
www.focus-es.com

FREEDOM 50
EXHIBIT B
CALDWELL, ID

Date Created:	10/13/2025
Scale:	N.T.S.
Drawn:	JTS
Job:	25-5065
Sheet:	2 OF 2

V:_2025\25-5065 1Mod Latitude 96\design 25-5065\dwg\exhibits\25-5065 property exhibit.dwg

ORDINANCES OF THE CITY OF CALDWELL
NOTICE OF ADOPTION AND SUMMARY OF
ORDINANCE NO. 3729
REGARDING ZONE DESIGNATION
OF CERTAIN PROPERTY

AN ORDINANCE DETERMINING THAT CERTAIN LAND LAYS WITHIN THE CITY LIMITS OF THE CITY OF CALDWELL, COUNTY OF CANYON, STATE OF IDAHO, AND THAT SAID LANDS SHOULD BE REZONED FROM C-3 (GENERAL COMMERCIAL) ZONE TO THE R-3 (URBAN RESIDENTIAL) ZONE ; DETERMINING THAT SAID CHANGE IN ZONING IS IN THE BEST INTEREST OF THE CITY OF CALDWELL, CANYON COUNTY, IDAHO; DIRECTING THE CITY ENGINEER AND PLANNING AND ZONING DIRECTOR TO AMEND SAID PROPERTY ON THE OFFICIAL MAPS OF THE CITY OF CALDWELL, IDAHO; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS OR PARTS THEREOF IN CONFLICT HEREWITH.

Ordinance No. 3729, provided for the rezone of:

A part of the Northeast Quarter of the Northwest Quarter of Section 01, Township 3 North, Range 3 West, Boise Meridian, located in Caldwell, Canyon County, Idaho, being more particularly described as follows:

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thence N0°13’40” W 633.49 feet along the Easterly boundary of Ashton Hills
Subdivision Unit No. 1, located in Book 27 Page 20-21, records of Canyon County, Idaho to the Point of Beginning;

Section 1. This ordinance shall be in full force and effect from and after its passage, approval, and publication, according to law.

Section 2. This ordinance is hereby declared to be severable. If any portion of this ordinance is declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purposes of the ordinance before the declaration of partial invalidity.

Section 3. All ordinances, resolutions, orders and parts thereof in conflict herewith are repealed.

Ordinance No. 3729 was passed by the Council and approved by the Mayor on the 2nd day of March, 2026. The full text of the Ordinance is available at Caldwell City Hall, 205 S 6th Ave, Caldwell, Idaho 83605. The Mayor and City Council approved the foregoing summary on the 2nd day of March, 2026 for publication on the 10th day of March 2026, pursuant to Idaho Code § 50-901A.

STATEMENT OF LEGAL ADVISOR
I have reviewed the foregoing summary and believe that it provides a true and complete summary of Ordinance No. 3729 and provides adequate notice to the public as to the contents of such ordinance.

DATED this 2nd day of March, 2026.
Oscar Klaas, Attorney for City of Caldwell

BILL NO. 77
ORDINANCE NO. 3729

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PASSED BY THE COUNCIL OF THE CITY OF CALDWELL, IDAHO, this 2nd day of March, 2026.

APPROVED BY THE MAYOR OF THE CITY OF CALDWELL, IDAHO, this 2nd day of March, 2026.

_____
Mayor Eric Phillips

ATTEST:

_____
City Clerk

EXHIBIT A

FOCUS ENGINEERING & SURVEYING

1001 N. Rosario Street Suite 100
Meridian, ID 83642
P (208) 974-0075 F (801) 352-7989

LEGAL DESCRIPTION
PREPARED FOR
FREEDOM 50 (LAT 96)
CALDWELL, IDAHO
10/13/2025
25-5065
GAM

FREEDOM 50 LEGAL DESCRIPTION

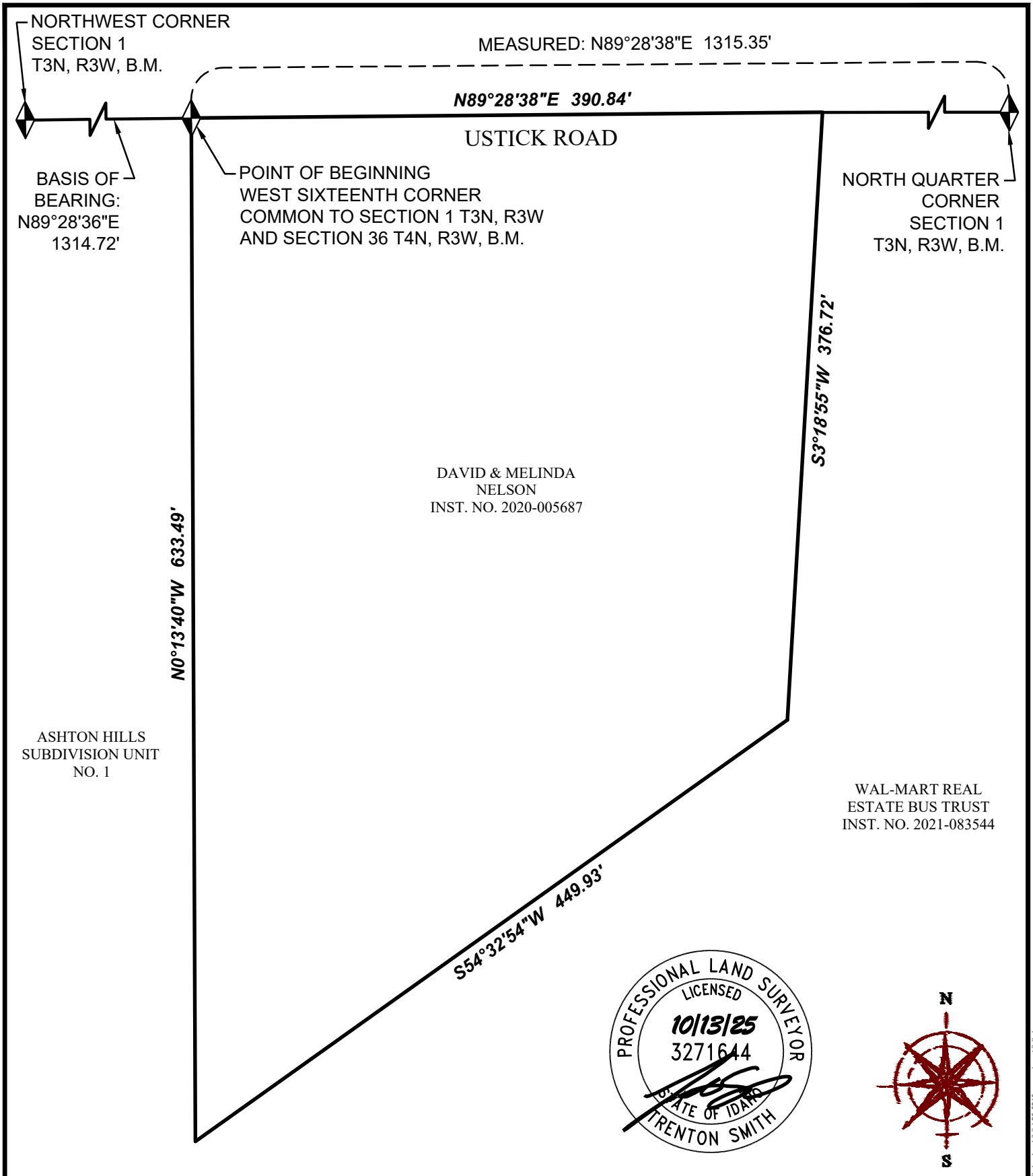
A part of the Northeast Quarter of the Northwest Quarter of Section 01, Township 3 North, Range 3 West, Boise Meridian, located in Caldwell, Canyon County, Idaho, being more particularly described as follows:

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thence N0°13'40" W 633.49 feet along the Easterly boundary of Ashton Hills Subdivision Unit No. 1, located in Book 27 Page 20-21, records of Canyon County, Idaho to the Point of Beginning;

Contains: 4.35 acres +/-





FOCUS©
ENGINEERING AND SURVEYING, LLC
1001 N. ROSARIO STREET SUITE 100
MERIDIAN, IDAHO 83642 PH: (208) 974-0075
www.focus-es.com

FREEDOM 50
EXHIBIT B
CALDWELL, ID

Date Created:	10/13/2025
Scale:	N.T.S.
Drawn:	JTS
Job:	25-5065
Sheet:	2 OF 2

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NOTICE OF ADOPTION AND SUMMARY OF
ORDINANCE NO. 3729
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STATEMENT OF LEGAL ADVISOR
I have reviewed the foregoing summary and believe that it provides a true and complete summary of Ordinance No. 3729 and provides adequate notice to the public as to the contents of such ordinance.

DATED this 2nd day of March, 2026.
Oscar Klaas, Attorney for City of Caldwell

Memorandum

To:

City Council

Meeting Date:

March 2, 2026

Item Name:

Discussion Item: Discussion regarding cooperation with the Urban Renewal Agency of the City of Caldwell for the private redevelopment of the “6th Street Plaza” (former right-of-way of S. 6th Ave between Main St. and Indian Creek).

Summary Statement:

Recommended Action:

Budget:

Cost Impact:
Funding Source:
Timeline:

Attachments:

None

Exhibit A Legal Description for Phase II Property

DIAMOND LAND SURVEYING

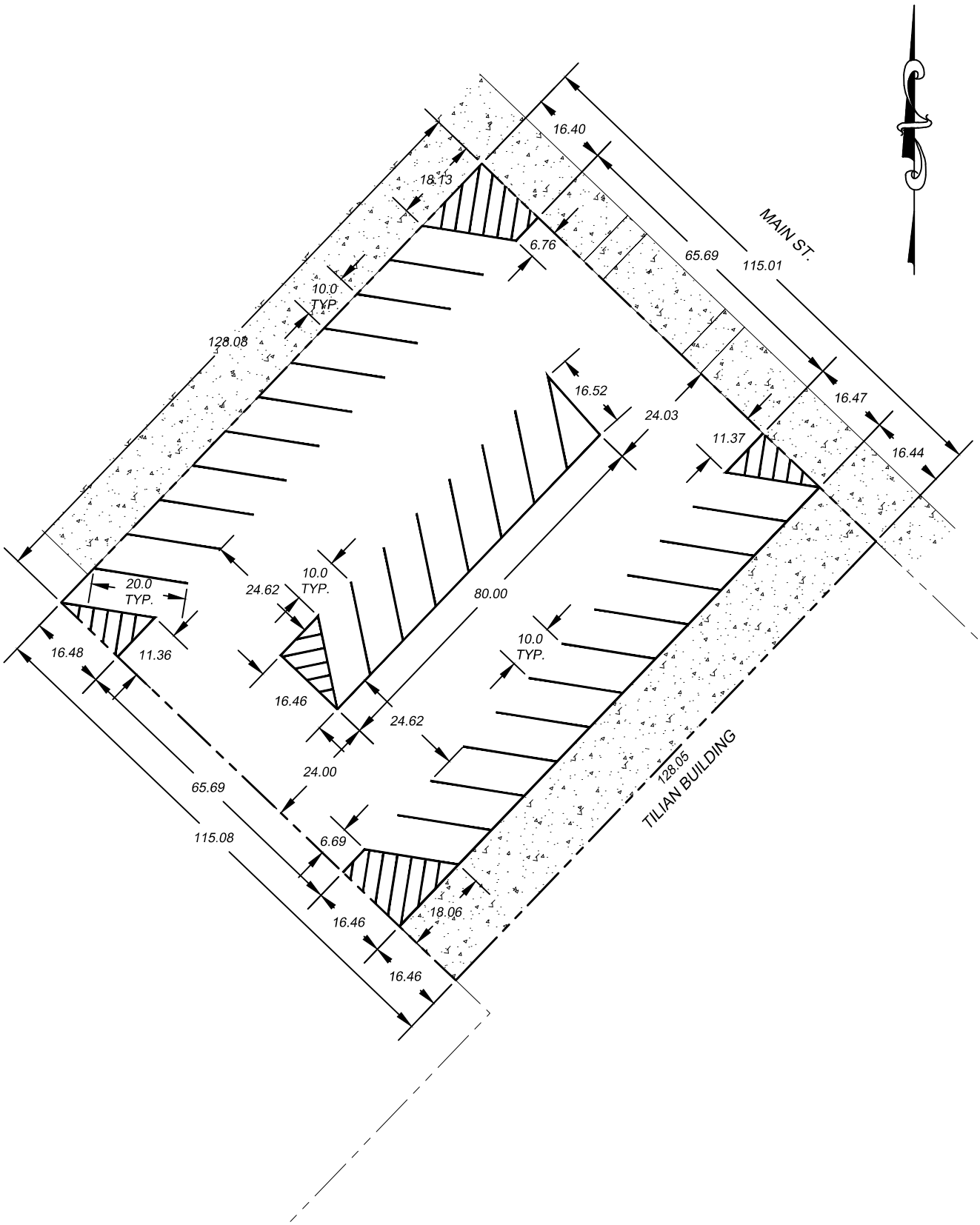
Lot Line Adjustment Lot 2 Description

A parcel of land located in Block 3, according to the Revised Map of Caldwell Original, Canyon County, Idaho, filed in Book 1 of Plats at page20, records of said county, being located in the Southwest quarter of Section 22, Township 4 North, Range 3 West, Boise Meridian, City of Caldwell, Canyon County, Idaho, being more particularly described as follows:

Beginning on the southwesterly right-of-way line of Main Street at point North 46°12'58" West 184.86 along the said southwesterly right-of-way line from the Northeast corner of said Block 3, said point being on the northwesterly right-of-way line of 7th/ Avenue and North 51°46'09" West 421.19 feet from the CPT NO. 2-BCP per the Caldwell Engineering Department Survey Stamped 5/12/17 at the intersection of Main Street and Kimball Avenue and running;

thence South 43°45'18" West 128.05 feet to the centerline of the vacated alley per Instrument No. 2017-029537;
thence North 46°14'28" West 115.08 feet along the said centerline to the southeasterly right-of-way line of 6th/ Avenue;
thence North 43°47'03" East 128.08 feet along said southeasterly right-of-way to the southwesterly right-of-way line of Main Street;
thence South 46°12'58" East 115.02 feet along said southwesterly right-of-way line to the point of beginning.

Contains 14,732 SQ. FT. 0.338 Acres



CITY OF CALDWELL
ENGINEERING DEPARTMENT
205 S 6TH AVE.
CALDWELL, IDAHO 83605
(208) 455-3006
FAX (208) 455-3012

EXHIBIT

TILIAN PARKING
MAIN ST.
CALDWELL, ID.

DESIGNED BY: FJ
DRAWN BY: FJ
CHECKED BY: DM
DATE: 2/11/2026
SCALE: NOT TO SCALE
1 OF 1

I:\Engineering\FJones\Drawings 2026\Tilian Parking\Tilian Parking.dwg

PARKING LEASE AGREEMENT

THIS PARKING LEASE AGREEMENT (the "**Agreement**") is made and entered as of the Effective Date by and between the CITY OF CALDWELL, an Idaho municipal corporation, of 205 South 6th Ave, Caldwell, Idaho 83605 ("**City**"), and DPRE LLC, an Idaho limited liability company, of 113 S. 5th Street, Boise, Idaho 83702 ("**DPRE**"). The "Effective Date" of this Agreement shall mean the later of the following dates: (a) the date of execution of this Agreement by City; or (b) the date of execution of this Agreement by DPRE, in each event as evidenced on the signature page of this Agreement.

RECITALS

WHEREAS, DPRE is the owner of certain property consisting of approximately 14,732 sq. ft. in downtown Caldwell that is being held for redevelopment as an urban renewal project, as part of a larger project that has been partially completed by DPRE, pursuant to a Disposition and Development Agreement, dated April 27, 2021, as amended from time to time (the "**DDA**"), by and between DPRE and the Urban Renewal Agency of the City of Caldwell, Idaho (as defined in the DDA, the "**Phase II Property**"); and

WHEREAS, the Phase II Property is legally described on Exhibit A, attached and incorporated by this reference; and

WHEREAS, redevelopment construction of the Phase II Property will not commence prior to December 1, 2026, and City desires to use the Phase II Property for public parking until that date; and

WHEREAS, by this Agreement the City may use the Phase II Property for off-street parking on the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the foregoing recitals being incorporated herein as if set forth in full, and the parties hereto intending hereby to be legally bound, the parties agree as follows**:**

1. **Lease and Condition of Phase II Property:** DPRE, for the consideration hereinafter mentioned, hereby leases the Phase II Property to City upon the terms of this Agreement. City acknowledges that the Phase II Property are leased "as-is" and without any express or implied warranty, whatsoever.

2. **Use and Enforcement:** Use of the Phase II Property by City shall be for the temporary parking of operable, licensed motor vehicles. City may impose parking restrictions including, but not limited to, parking time limits, size of vehicles, and who is permitted to park on the Phase II Property. City shall be responsible for establishing and enforcing all parking limitations and requirements. Provided, however, that residents of the adjacent Tilian apartment building shall not park on the Phase II Property because they have access to specific permitted

parking nearby. DPRE shall reasonably assist City in communicating this restriction to Tilian tenants and shall take no actions to limit the City in enforcing this requirement against the Tillian apartment building residents. DPRE will provide the City with a list of the license plate, make, and model of all vehicles belonging to Tilian residents with access to the permitted parking mentioned above for enforcement purposes.

3. **Term:** The term of this Agreement shall commence on the Effective Date and continuing until November 30, 2026 (the "**Term**"). Thereafter, this Agreement shall continue until terminated by either party upon sixty (60) days prior written notice.

4. **Consideration:** As consideration for this Agreement, City shall pay DPRE the sum of one dollar ($1.00) within thirty (30) days after the Effective Date. During the Term, the City shall be responsible for all costs and expenses for parking operations on the Phase II Property

5. **Alterations and Improvements:** DPRE shall remove the existing fencing around the Phase II Property within ten (10) days after the Effective Date. City agrees to improve the existing, unpaved service to a level, compacted, all-weather gravel parking service and stripe the same for typical sized automobile parking and access. Further, City shall, during the Term, provide reasonable maintenance of the Phase II Property to include, at a minimum, snow removal, periodic sweeping, and debris removal. City shall be responsible for any and all signage during the Term subject to all applicable law and provided the signage shall be customary and normal for surface level parking facility. City shall have the right to make other improvements to the Phase II Property reasonably necessary to facilitate City's use as a surface parking lot. At DPRE written notice not less than 15 days prior to the expiration of the Term, DPRE shall require City to remove any improvements on or to the Phase II Property shall be removed prior to the expiration of the end Term. City shall not make any improvements to the Phase II Property not explicitly allowed by this Agreement without the prior written consent of the DPRE.

6. **Compliance With the Law:** City agrees to comply with all municipal, state, and federal laws, rules, regulations, and ordinances and to do all things necessary to stay in compliance with the same during the Term.

7. **Utilities:** It is expressly agreed that the during the Term, City shall pay for any water, irrigation, gas, electricity, power, and other utilities assessed on said Phase II Property (the "**Utilities**") at City's sole cost and expense not less than five (5) days before the same become due. City will use reasonable efforts to cause all utilities to be held in the name of the City, provided, however, in the event DPRE receives any assessments for any Utilities, DPRE will promptly forward those assessments to City for payment. In all events, City shall provide evidence to DPRE of payment of such utilities before the same being due. City shall reimburse DPRE for any Utilities payments made by DPRE during the Term within ten (10) days upon receipt of invoice for such costs paid by DPRE along with reasonable supporting documentation.

8. **Insurance**. City shall maintain public liability insurance with limits of no less than $1,000,000 per occurrence covering injury or death to any person or damage to any property in

connection with the use of the Phase II Property. Such policy shall name DPRE as an additional insured by endorsement and such policy shall not be terminable without thirty (30) days notice to DPRE. City shall provide evidence of such insurance on or before the Effective Date. City's failure to obtain such insurance in the amounts and types of required by DPRE will be default of this Agreement, and DPRE may obtain such insurance on City's behalf, and City shall reimburse DPRE within ten (10) days after City's receipt of any invoice for such amounts.

9. **Assignment or Subleasing:** City shall not assign this Agreement, or sublet the Phase II Property or any portion thereof, without the prior written consent of the DPRE.

10. **Hazards Prohibited:** City shall not do anything on the Phase II Property or bring or keep anything thereon which will increase the risk of fire, or which will conflict with the regulations of the fire department or any fire laws, or with any fire insurance policies on the Phase II Property, or with any rules or ordinances established by any municipal, state, or federal laws, ordinances, or regulations.

11. **Inspections**: DPRE, or its authorized agents, shall have the right to enter the Phase II Property at all reasonable times to examine the same, to determine the state of repair, and to verify compliance with the terms of this Agreement.

12. **Waste Prohibited:** City shall not commit any waste or damage to the Phase II Property.

13. **Liability:** DPRE shall not be liable for any injury or damage which may be sustained by any person or property resulting from City's or any other third party's use and occupation of the Phase II Property except to the extent arising from DPRE's proportional fault, negligence or intentional misconduct. To the extent permissible under the Idaho Constitution and Idaho law, City covenants and agrees to defend, indemnify, DPRE and, successors, parents, subsidiaries, affiliates, assigns, managers, members, officers, and agents, in any capacity (collectively, the "**Indemnified Parties**"), from any and all claims, demands, liabilities, causes of action, costs, or expenses (including reasonable attorney's fees, which shall be paid as incurred) of whatever nature lodged or prosecuted against the Indemnified Parties with respect to any injuries, damages, losses, or expenses caused by or resulting from any tortious act by, failure to act or a breach of its obligations hereunder by City or City's officers, employees, contractors, agents, successors, or assigns in performing its obligations hereunder or for any claims arising from this Agreement or in connection with the operation of the Phase II Property by City. The City expressly reserves the right to assert as a defense or grounds for denial of an indemnification request that this provision, or any request made hereunder, is contrary to Idaho law and public policy. Further, nothing in this Agreement shall be construed as a waiver of defenses and liability limitations available to City under the Idaho Tort Claims Act.

14. **Surrender of Possession:** City agrees to surrender possession of the Phase II Property to DPRE at the expiration of the Term, reasonable wear and tear and damage by the elements excepted and in accordance with Section 5.

15. **Default and Forfeiture:** Time and the strict and faithful performance of each and every one of the conditions of this Agreement is expressly made the essence of this Agreement. If City defaults in keeping, performing, or observing any of the covenants and agreements contained herein, and such default shall remain uncured for a period of thirty (30) days following written notice from DPRE to City, DPRE may terminate this Agreement without further notice, and at DPRE's election, cause City restore the Phase II Property as provided in Section 5. Should City fail to vacate and surrender the Phase II Property upon the termination of this Agreement, said failure shall constitute an unlawful and forceable detainer, and DPRE shall have all remedies available at law or in equity, include the right to seek damages. Subject to the express limitation herein, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other Party.

16. **Abandonment:** If City abandons the Phase II Property, said abandonment shall constitute a breach of this Agreement. "Abandonment" means failure to operate the Phase II Property for permitted uses under this Agreement for five (5) or more consecutive days for reasons not otherwise outside the reasonable commercial control of City.

17. **Attorney's 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 successful party to such action or collection shall be entitled to recover from the losing party a reasonable attorney's fee, together with such other costs as may be authorized by law.

18. **Binding Effect; Entire Agreement; Severability; Counterparts:** The parties acknowledge that they intend to be legally bound by the terms and conditions of this Agreement. This Agreement constitutes the entire contract between the parties concerning the City's use of the Phase II Property and supersedes any prior agreement between the parties concerning this temporary parking arrangement or any prohibition on parking on the Phase II Property. If any portion or provision of this Agreement is determined to be illegal or unenforceable by a court of competent jurisdiction, this Agreement shall remain in full force and effect, the remaining portions hereof to be interpreted to carry out the intent of the parties at the time this Agreement was entered into. This Agreement may be signed in one or more counterparts, said counterparts being collectively evidence of the parties' intent to enter into this Agreement. In the event that any legal action is commenced by DPRE against City, service of process on City shall be made by personal service upon the City Clerk or in such other manner as may be provided by law.

19. **Materiality of Provisions**. It is expressly understood and agreed that each of the covenants, promises, stipulations, and agreements of the parties hereto and under the provisions of this Agreement are an integral and indivisible part of the consideration given by each to the other

and that each covenant, promise, stipulation, and agreement of the Parties shall be deemed and construed as material.

20. **Notices, Demands, and Communications Between the Parties**. Formal notices, demands, and communications between the City and DPRE shall be sufficiently given if sent by registered or certified mail, postage prepaid and return receipt requested, to the principal offices of the City and DPRE as set forth below. Routine communication may be by first class mail, e-mail, or telephone.

City:

City of Caldwell, Idaho
Attn: City Clerk
205 S. 6th Avenue.
Caldwell, Idaho 83605
Telephone: (208) 455-3000

DPRE:

7th and Main Investment LLC
113 S. 5th Street
Boise, Idaho 83702
Telephone: 208.830.7071
dean@dechase.com

With a copy to:

Anne C. Kunkel
Varin Thomas LLC
242 North 8th Street, Suite 220
Boise, ID 83702
Telephone: 208.584.1266
anne@varinthomas.com

21. **No Third-Party Beneficiary**. The provisions of this Agreement are for the exclusive benefit of the City, DPRE, and their successors and assigns, and not for the benefit of any third person; nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person.

[end of text.]

THE CITY OF CALDWELL

_____
Eric Phillips, Mayor

Date: _____

ATTEST:

_____
City Clerk, or deputy

DPRE, LLC

By: _____
J. Dean Pape, Manager

Date: _____

EXHIBIT A
(Legal Description)

Memorandum

To:

City Council

Meeting Date:

March 2, 2026

Item Name:

ACTION ITEM: Public Hearing (Quasi-Judicial): CASE VAC26-000001: Petition for Vacation of Right-of-Way (ROW) - a request by the property owner, City of Caldwell, to vacate a portion of the City right-of-way located at the Caldwell Event Center. The right of way is a portion of the NW ¼ of the SW ¼ and the SW ¼ of the NW ¼ of Section 26 and the NE ¼ of the SE ¼ and the SE ¼ of the NE ¼ of Section 27 Township 4 North, Range 3 West, Boise Meridian City of Caldwell, Canyon County, Idaho. This right of way remains from old plats. The right of way vacation is to clean up the GIS Mapping to show existing conditions. The city has no plans now or in the future for street rights of ways in this location.

Summary Statement:

Recommended Action:

Budget:

Cost Impact:
Funding Source:
Timeline:

Attachments:

1. CC_Packet - CaldwellEventCenterROW Vacation (VAC26-000001)

Caldwell Planning & Zoning Division
205 S. 6th Avenue, Caldwell, Idaho

MEMORANDUM

DATE: February 23, 2026

TO: Mayor and City Council

FROM: Joe Dodson, Principal Planner

SUBJECT: Event Center Right-of-Way Vacation (VAC26-000001)

Background and Summary:

The Caldwell Planning & Zoning Division and Engineering Department, on behalf of the City of Caldwell, is requesting to vacate a portion of public right-of-way within the Caldwell Event Center area adjacent to Blaine St. and connecting to S. 22nd Ave. These portions of right-of-way are carry-over from old plats that are no longer valid nor utilized, as evidenced by multiple structures being located within said right-of-way. The subject area is not planned for use as right-of-way now or in the future and vacating this right-of-way would have no effect on future connectivity or vehicular access. The exhibit to the right depicts the area being requested for vacation.



As part of the Vacation request process, the City sends letters out to the applicable utility providers and to properties within 300' of the affected right-of-way. The City received responses from Public Works noting both water and sewer facilities are existing within this area of right-of-way. Easements for said public utilities are existing or will be created as part of this vacation. The City also received comments from other utility companies stating they do not have any objection to the requested vacation. The Fire Department responded and has only requested that emergency access be maintained for the Event Center—the requested vacation would not affect any existing accesses so this condition can be accommodated.

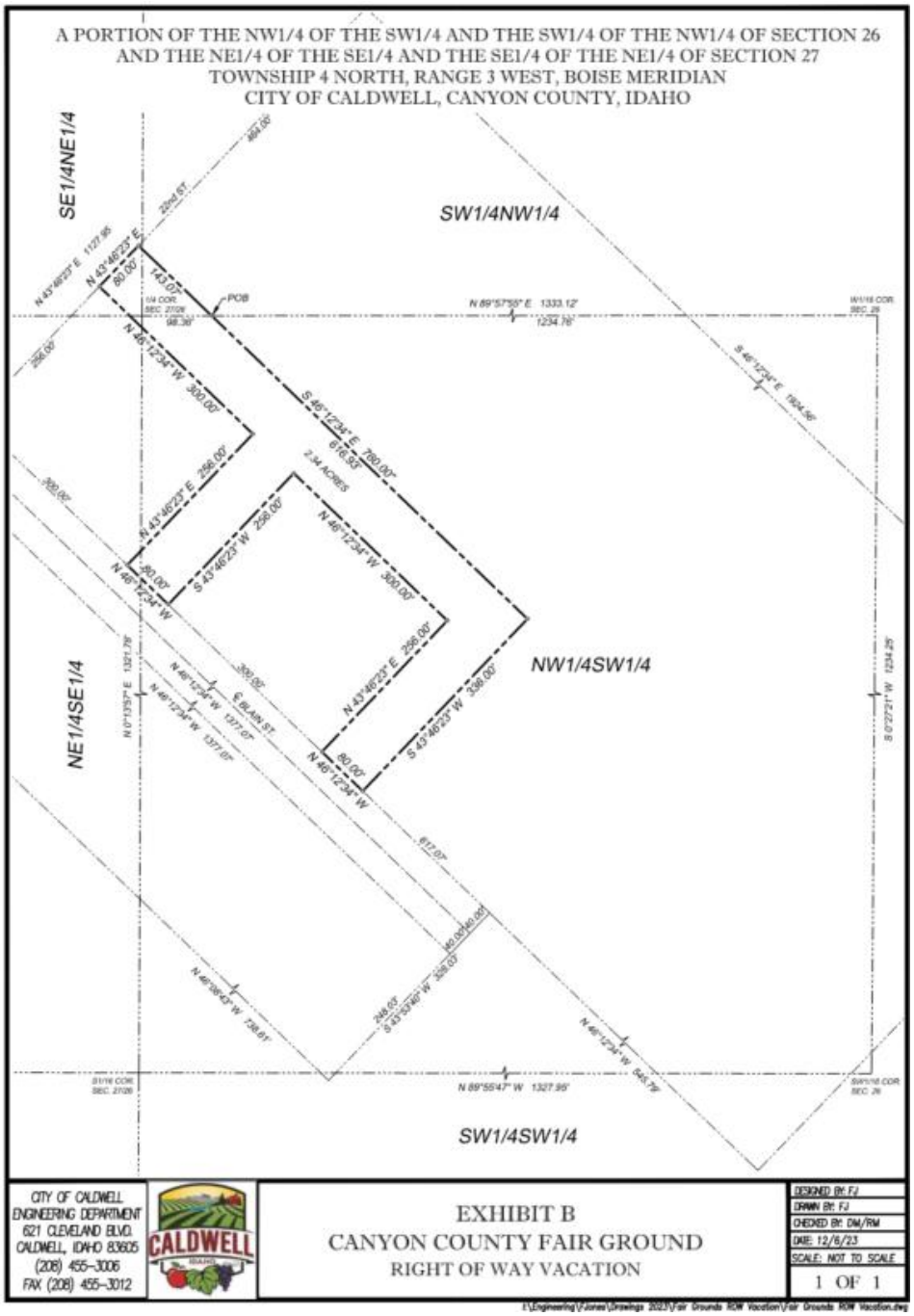
Traffic Commission Recommendation:

Staff presented the subject request to the Traffic Commission on February 4, 2026. The Commission voted to **recommend approval** of the vacation to City Council with no conditions of approval as the right-of-way is not in use as right-of-way and has not been in use for this purpose.

Therefore, Staff is presenting the Applicant request to City Council to vacate the approximate 2.34 acre section of right-of-way within the Caldwell Event Center area as depicted above on the map and below in the submitted exhibit.

ATTACHMENT A

RIGHT-OF-WAY VACATION MAP EXHIBIT



Project Narrative

I am writing to formally request the vacation of a portion of the City right-of-way located at the Caldwell Event Center. The right of way is a portion of the NW ¼ of the SW ¼ and the SW ¼ of the NW ¼ of Section 26 and the NE ¼ of the SE ¼ and the SE ¼ of the NE ¼ of Section 27 Township 4 North, Range 3 West, Boise Meridian City of Caldwell, Canyon County, Idaho and more particularly described in the submitted legal description.

The City of Caldwell is the owner of such rights of way, and is also the property owner of all property surrounding the proposed vacated area.

The right-of-way is a carry-over from very old plats. The City's has not and does not have any need for streets of way in this location. Vacating this right-of-way would allow for the cleanup of historical plats and will reflect the existing conditions of the land within the Caldwell Event Center area, while maintaining compliance with all applicable City codes and regulations.

We understand that this request will require review, public notice, and approval by the appropriate City departments and the City Council.

Thank you for your time and consideration.

Robin Collins
Representative for the City of Caldwell

City of Caldwell
Community Development Department
Planning & Zoning Division
Phone: (208) 455-3021 | Website: www.cityofcaldwell.org

VACATION OF EASEMENT OR PUBLIC RIGHT-OF-WAY CHECKLIST

The following items shall be included in the application submittal. Additional information may be required upon official review of the plans. Please check the box for each item listed below to confirm submission of the item listed.

SECTION 1: Request Information

Please check the type of vacation request:

☐ Vacation of Easement

☒ Vacation of Public Street or Right of Way

☐ Vacation of Plat

SECTION 2: Filing Requirements and Submittal Standards

☒ *Application Submittals*. All applications, checklists, plans and supporting documents must be submitted electronically through our Online Permit Center.

☐ *Filing Fees*. All applicants will be required to remit payment for all application fees prior to routing for formal acceptance. **(See Section 3 below)**

Document Formatting. All documents and drawings shall be:

☒
- Uploaded in high-resolution PDF format; and
- Shall be named according to the naming convention listed in **Section 4 below;** and
- *Resubmittals* shall use the exact same file name as the original but shall have the "version" number changed to represent the correct versioning of the document (e.g. V1, V2, V3, V4)

City of Caldwell
Community Development Department
Planning & Zoning Division
Phone: (208) 455-3021 | Website: www.cityofcaldwell.org

SECTION 3: Filing Fees

Refer to the Planning Department fee list for most current fees.

☒ *Permit fees.* A base fee will be required to be paid once the application has been submitted and received by the city. Additional fees for legal notices and certified letters will be assessed prior to going to City Council.

Description	Fee Amount	Comment
Engineering Base Review Fee	$508.81	Due at time of application acceptance
Planning & Zoning Base Review Fee	$388.00	Due at time of application acceptance
Legal Notices – 3@ $72.73 each	$218.19	After Traffic Commission Review, Prior to City Council Hearing
Certified Letters (per mailing)	$11.00	After Traffic Commission Review, Prior to City Council Hearing

Letters are mailed to:

- Idaho Power Company
- Intermountain Gas Company
- SparkLight
- CenturyLink
- Syringa Networks
- Irrigation Districts
- City of Caldwell Water Department
- City of Caldwell Street Department
- City of Caldwell Wastewater Department
- All property owners or purchasers of record within 300’ of the boundary of the area to be vacated

City of Caldwell
Community Development Department
Planning & Zoning Division
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SECTION 4: Submittal Documents:

The items listed below are considered a minimum. Additional information may be necessary for clarification during the review process.

	Description	Document Naming Convention
☒	*Petition to Vacate Application.* Copy of a completed and signed Petition to Vacate application.	VAC_Application_V1
☐	*Copy of Deeds or Proof of Ownership.* Copy of the recorded warranty deed for the property (Required for plat vacations and easement vacations on private property) ☒ Check here if it is not applicable.	VAC_Deeds_V1
☐	*Adjoining Property Owner Consent.* Copy of letter of consent from all property owners adjacent to the public street or right of way that is proposed to be vacated.	VAC_Consent_V1
☐	*Property Owner Acknowledgement*. If the signatory on this application is not the owner of the subject property, the a signed and notarized Property Owner Acknowledgement form will be required to be submitted stating the applicant is authorized to submit the application. **NOTE:** If the owner is a corporation or LLC, submit a copy of the Articles of Incorporation or other evidence to show that the person signing is an authorized agent. ☒ Check here if it is not applicable.	VAC_OwnerAck_V1
☒	*Property Owners within 300'.* List of property owner names and address of all properties within three hundred feet (300') of the boundaries of the area described in the application. This can be obtained from Canyon County.	VAC_300'MailList_V1
☒	*Narrative.* A detailed letter of explanation fully describing the proposed request including: ☒ Particular circumstances and reasons for requesting the vacation. ☒ Names of the persons affected by the proposed vacation.	VAC_Narrative_V1
☒	*Legal Description.* A professional Land Surveyor or Engineer verified legal description of the platted area or portion of the property to be vacated. ***(Optional to submit now or after traffic commission, but submitting later could delay the city council public hearing date)***	VAC_Legals_V1

	Description	Document Naming Convention
☒	*Site Plan or Sketch Drawing.* A site plan or sketch drawing showing: ☒ The lot, location of all property lines and dimensions ☒ Location of all rights of way, streets and driveways ☒ Location of all existing and proposed buildings and structures with setbacks ☒ Location of all utility locations. Specify location of any overhead utility lines on the property ☒ Highlight the portion of the easement or right of way to be vacated. ☒ Size of easement or right of way to be vacated in acres or square feet	VAC_SitePlan_V1
☒	*Vicinity Map.* A scaled vicinity map showing the location of the subject property.	VAC_VicinityMap_V1
☐	*Release of Easement Letters. Relinquishment of easement letters from the applicable parties* for any utility easements or road right-of-way easements. Idaho Power Release of Easement ☒ Check here if it is not applicable.	VAC_ReleaseLetters_V1

SECTION 6: Vacation Processes (Easements & Right of Ways)

1. Petitioners submit applications to Planning & Zoning through the online portal.
2. Petitioners submit separate applications and fees to Idaho Power. Idaho Power has their own application and fees. The application is on the ID Power website.
3. Once the application is submitted. base fees are assessed, charged and collected.
4. Application is routed for prescreening of all required submittal documents and formal acceptance.
5. Application is routed to all city departments for comments, recommendations, and conditions. The review process will:
   - Check for inclusion of all abutting property owners
   - Check to ensure that no property owner is deprived of required and reasonable access
   - Discourage the creation of dead-end streets and alleys that are not consistent with city standards

- Assure protection and access to all existing or proposed public and private utilities located in the existing right of way
- Assure that adequate emergency response access is maintained
- Ensure goals and objectives of the present and future transportation needs for the city are met.
- Ensure goals and objectives the city's comprehensive plan and land use development code are met.

6. All public agencies (utility companies, highway districts, etc.) are notified by first class mail of the request and will need provide comments or agree to such proposed vacation in writing. Note: If a utility has a line in the easement the property owner will have to arrange with the utility company to move it at the property owner's expense. Idaho Statues/State Code, Title 50: Chapter 13.
7. Once departments and public agencies have reviewed and all comments are received, the application will be placed on the Traffic Commission agenda for consideration. The Traffic Commission will provide comments and disclose their recommendation for approval or denial. Once the Traffic Commission has reviewed the item and decided on a recommendation, the applicant may choose to proceed with public hearing.
8. If the applicant chooses to proceed with a public hearing, additional fees for legal ads and notifications will be charged.
9. The public hearing will be noticed in the local newspaper for two consecutive weeks; the last of which shall not be less than 7 days prior to the City Council Hearing.
10. Written notice of public hearing on said petition is given by first class mail at least ten (10) days prior to the date of public hearing to all property owners within three hundred (300) feet of the boundaries of the area described in the petition. The notice informs them of the vacation and when the City Council will meet to make final decision. That City Council meeting is a Property Owners opportunity to rebut the vacation.
11. When all the above requirements have been met, the City Council will hear and may grant the request to vacate with such restrictions as they deem necessary in the public interest, or they may choose to deny the request.
12. Restrictions must be completed before Vacation is official.
13. Ordinance summary is advertised in paper.
14. The Vacation will be recorded by the City of Caldwell at the Canyon County Courthouse when it is official.

City of Caldwell
Community Development Department
Planning & Zoning Division
Phone: (208) 455-3021 | Website: www.cityofcaldwell.org

SECTION 7: PDF Formatting Requirements

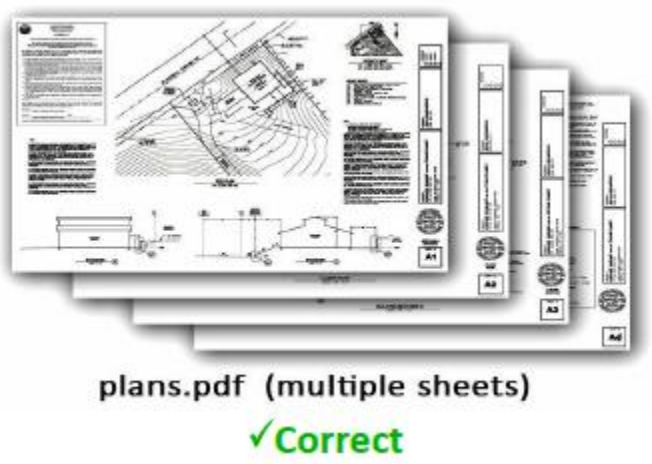
Portable Document Format (PDF) is the industry standard for electronic plans. The City of Caldwell only accepts PDF files for plan review. PDF files must be properly formatted as described below. Please read the instructions carefully. Improperly formatted plans can delay the plan review process for your project.

Layers: No multiple layers. Layers must be merged or flattened.

Format: Vector-based files are preferred given the ability to scale these files.

Resolution: Min. of 300 pixels per inch (PPI)

Grouping: Multiple sheet PDF (single file with multiple sheets)



Labeling: Each sheet of the plans must be labeled with the project name, contractor, and address of the subject site.

City of Caldwell
Community Development Department
Planning & Zoning Division
Phone: (208) 455-3021 | Website: www.cityofcaldwell.org

SECTION 8: Applicant Acknowledgement

☒ I acknowledge that all items on the checklist are included in the submittal package and that all documents have been named accordingly and submitted as single-sided, high-resolution pdf documents; and

☒ I acknowledge that I, the applicant, or my representative, is responsible to attend all public hearings; and

☒ I acknowledge that applications are not deemed complete until the application has been submitted, all fees have been paid, and the application has been deemed accepted after completion of the pre-screening process.

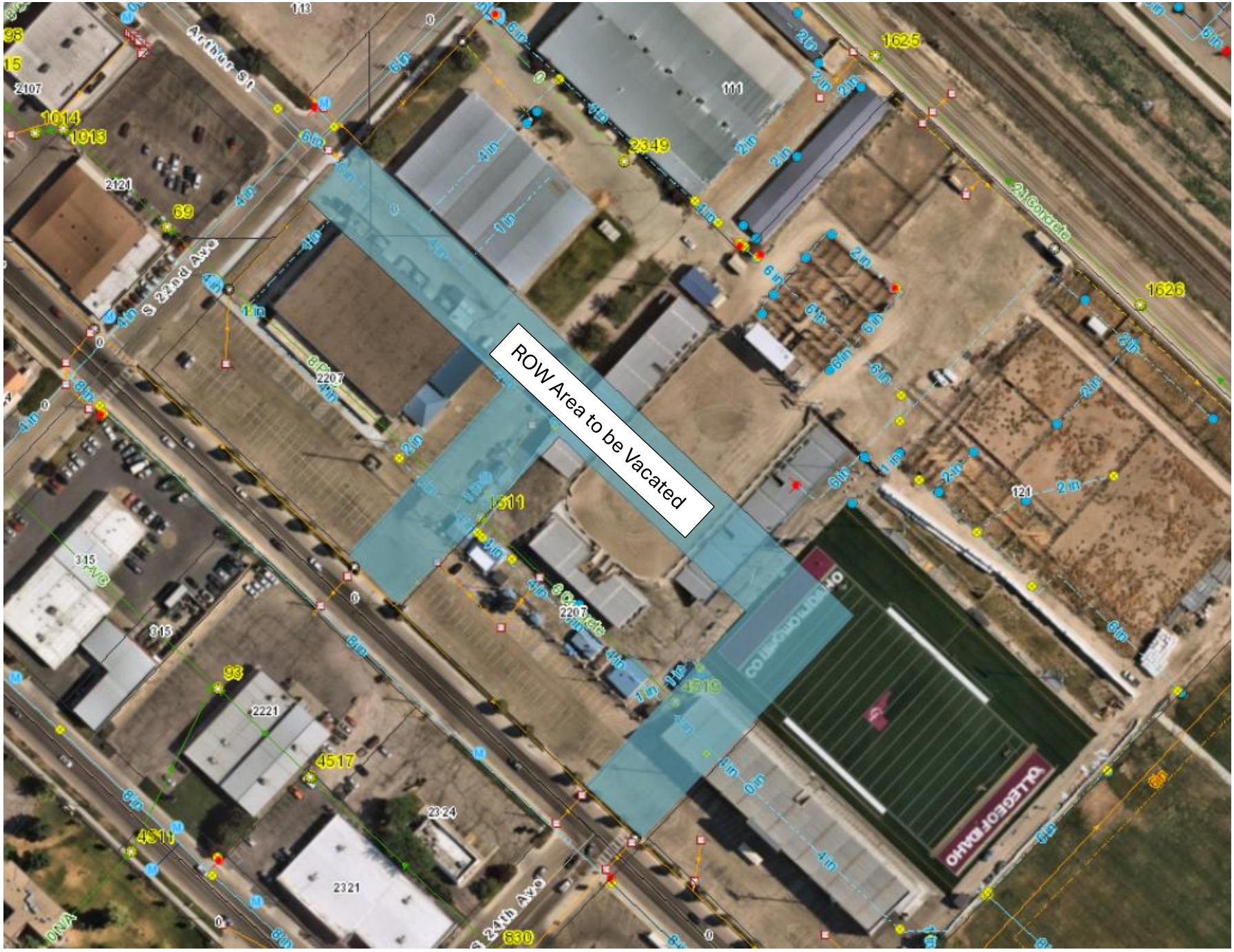
Robin Collins _____ 1/30/26 _____

Applicant / Applicant's Representative Printed Name — Date

_____

Applicant / Applicant's Representative Signature

Site Plan


ROW Area to be Vacated
Arthur St
S 22nd Ave
S 24th Ave
1625
1626
2349
1511
4517
4511
4519
2221
2321
2324
1013
1014
2121
2107
69
93
111
120
315
313
630
1 Concrete
COLLEGE OF IDAHO

Vicinity Map



CANYON COUNTY FAIR GROUNDS
RIGHT OF WAY VACATION LEGAL DESCRIPTION

A PORTION OF THE NW1/4 OF THE SW1/4 AND THE SW1/4 OF THE NW1/4 OF SECTION 26 AND THE NE1/4 OF THE SE1/4 AND THE SE1/4 OF THE NE1/4 OF SECTION 27 TOWNSHIP 4 NORTH, RANGE 3 WEST, BOISE MERIDIAN CITY OF CALDWELL, CANYON COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE 1/4 CORNER COMMON TO SECTIONS 26, AND 27, T.4N., R.3W., B.M., CITY OF CALDWELL, CANYON COUNTY, IDAHO.

THENCE N 89°57'55" E COINCIDENT WITH TH NORTH LINE OF THE NW1/4 OF THE SW1/4 OF SAID SECTION 26, A DISTANCE OF 98.36 FEET AND THE **POINT OF BEGINNING;**

THENCE LEAVING SAID NORTH LINE AND PARALLEL WITH THE NORTHEASTERLY RIGHT-OF-WAY OF BLAINE ST. S 46°12'34" E, 616.93 FEET;

THENCE S 43°46'23" W, PARALLEL WITH THE SOUTHEASTERLY RIGHT-OF-WAY OF S. 22ND AVE., 336.00 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY;

THENCE N 46°12'34" W, COINCIDENT WITH SAID NORTHEASTERLY RIGHT-OF-WAY, 80.00 FEET;

THENCE LEAVING SAID NORTHEASTERLY RIGHT-OF-WAY N 43°46'23" E, PARALLEL WITH SAID SOUTHEASTERLY RIGHT-OF-WAY, 256.00 FEET;

THENCE N 46°12'34" W, PARALLEL WITH SAID NORTHEASTERLY RIGHT-OF-WAY, 300.00 FEET;

THENCE S 43°46'23" W, PARALLEL WITH SAID SOUTHEASTERLY RIGHT-OF-WAY, 256.00 FEET TO A POINT ON SAID NORTHERLY RIGHT OF WAY;

THENCE N 46°12'34" W, COINCIDENT WITH SAID NORTHEASTERLY RIGHT-OF-WAY, 80.00 FEET;

THENCE LEAVING SAID NORTHEASTERLY RIGHT-OF-WAY N 43°46'23" E, PARALLEL WITH SAID SOUTHEASTERLY RIGHT-OF-WAY, 256.00 FEET;

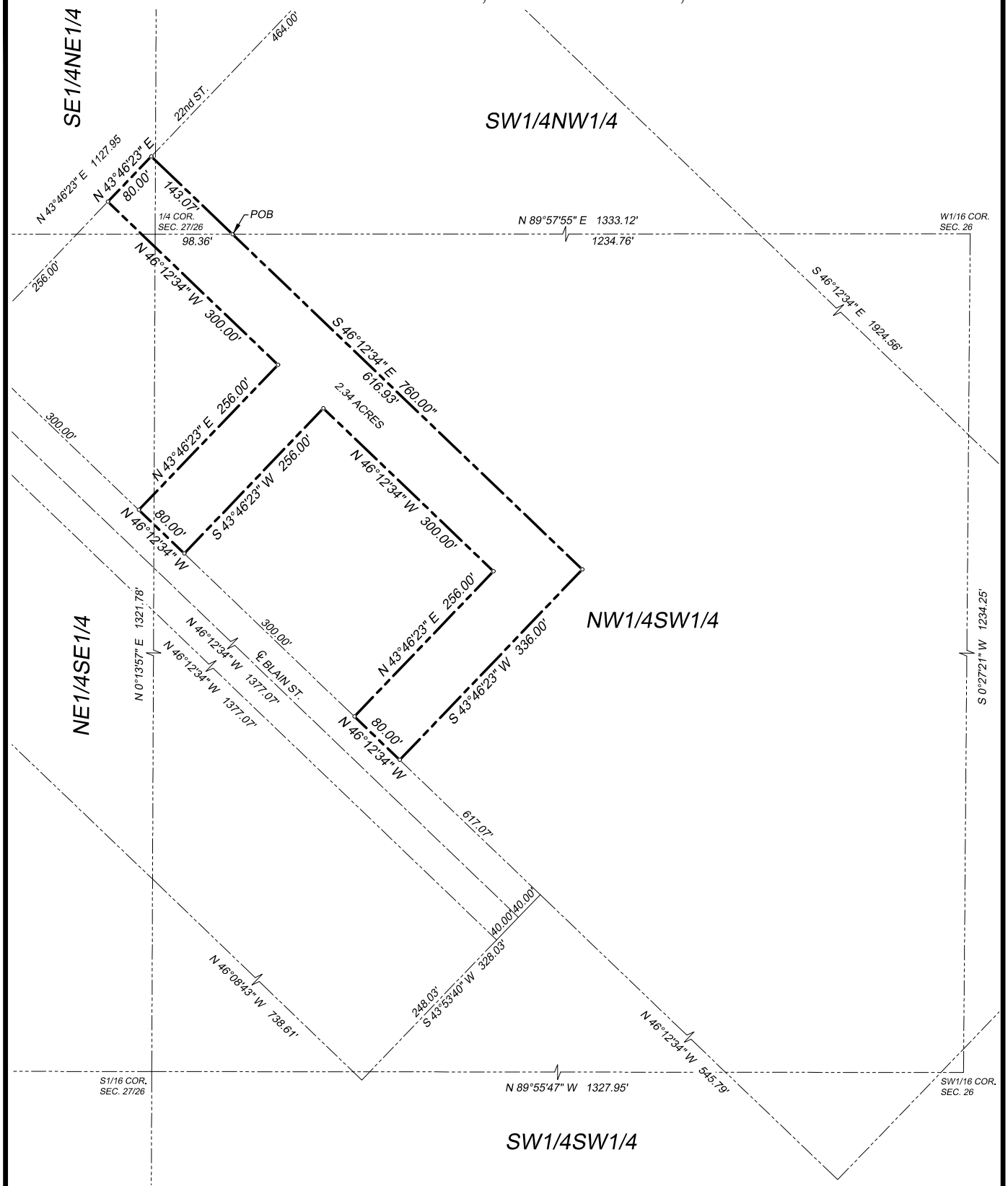
THENCE N 46°12'34" W, PARALLEL WITH SAID NORTHEASTERLY RIGHT-OF-WAY, 300.00 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY;

THENCE N 43°46'23" E, COINCIDENT WITH SAID SOUTHEASTERLY RIGHT-OF-WAY, 80.00 FEET;

THENCE LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY, S 46°12'34" E PARALLEL WITH SAID NORTHEASTERLY RIGHT-OF-WAY 143.07 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION CONTAINS 2.34 ACRES MORE OR LESS.

A PORTION OF THE NW1/4 OF THE SW1/4 AND THE SW1/4 OF THE NW1/4 OF SECTION 26
AND THE NE1/4 OF THE SE1/4 AND THE SE1/4 OF THE NE1/4 OF SECTION 27
TOWNSHIP 4 NORTH, RANGE 3 WEST, BOISE MERIDIAN
CITY OF CALDWELL, CANYON COUNTY, IDAHO



CITY OF CALDWELL
ENGINEERING DEPARTMENT
621 CLEVELAND BLVD.
CALDWELL, IDAHO 83605
(208) 455-3006
FAX (208) 455-3012

CANYON COUNTY FAIR GROUND
RIGHT OF WAY VACATION EXHIBIT

DESIGNED BY: FJ
DRAWN BY: FJ
CHECKED BY: DM/RM
DATE: 12/6/23
SCALE: NOT TO SCALE
1 OF 1

I:\Engineering\FJones\Drawings 2023\Fair Grounds ROW Vacation\Fair Grounds ROW Vacation.dwg

Memorandum

To:

City Council

Meeting Date:

March 2, 2026

Item Name:

ACTION ITEM: Consider Bill No. 78 (Ordinance No. 3742) associated with **VAC26-000001,** with a request to move for its passage by title only and approve the summary for publication.

Summary Statement:

Recommended Action:

Budget:

Cost Impact:
Funding Source:
Timeline:

Attachments:

1. Ordinance 3742 - EventCenterROW_Vacation
2. Ordinance 3742 Summary - EventCenterROW_Vacation

BILL NO. 78

ORDINANCE NO. 3742

AN ORDINANCE RECITING PETITION FOR VACATION AND RECITING APPROPRIATE NOTICE WAS GIVEN OF PUBLIC HEARING; DETERMINING THAT VACATION OF SAID PUBLIC RIGHT-OF-WAYS IN THE CITY OF CALDWELL, CANYON COUNTY, IDAHO, DESCRIBED BELOW, SHALL BE MADE; AND DETERMINING THAT VACATION OF SAID FOLLOWING RIGHT-OF-WAYS ARE IN THE BEST PUBLIC INTEREST FOR THE CITY OF CALDWELL, CANYON COUNTY, IDAHO.

This ordinance vacates that portion of public right-of-way within the Caldwell Event Center area adjacent to Blaine St. and connecting to S. 22nd Ave. These portions of right-of-way are carry-over from old plats that are no longer valid nor utilized, as evidenced by multiple structures being located within said right-of-way. This property is generally located in the NW ¼ of the SW ¼ and the SW ¼ of the NW ¼ of Section 26 and the NE ¼ of the SE ¼ and the SE ¼ of the NE ¼ of Section 27, Township 4 North, Range 3 West, Boise Meridian, City of Caldwell, Canyon County, Idaho.

Section 1. That by a motion passed by the Council and approved by the Mayor of the City of Caldwell, Idaho, and statutory notice having been given to all property owners within three hundred (300) feet and published in the official newspaper of the City, in accordance with Section 50-1306A and Section 50-1321, Idaho Code, that an application has been presented to the Mayor and Council of the City of Caldwell, Idaho, requesting passage and approval of an ordinance vacating the attached described (Exhibit A) and depicted (Exhibit B) right-of-way located in Caldwell, Canyon County, Idaho, and a public hearing held by the Council;

Section 2. That Council finds the public right-of-way vacated by this instrument is no longer available to be used by the public due to its connection being closed;

Section 3. That Council finds the owners of all properties abutting right-of-way vacated by this action, and not consenting in writing to the same, have access to his, her, or their property from some other public street, public right-of-way or private road;

Section 4. That said right-of-ways do not contain public or private utility lines that cannot feasibly be relocated or retained through the establishment of appropriate easements, which are to be created and recorded by separate instruments.

Section 5. This vacation is subject to the following precedent conditions:

a. That said vacated right of way will be absorbed into the adjacent City owned parcels (R0151600000 & R3531301000) as City owns all adjacent property to said right of way.

b. That all existing utility lines and utility services, including any city water or sewer main, shall remain and any appropriate easements shall be created for said city utilities, as approved by the Caldwell City Engineer, and all affected utility companies or appropriate easements granted for any such utility lines or utility services subject to the same.

c. PETITIONER shall incur all cost related to said vacation.

d. PETITIONER shall maintain any and all existing easements within the vacated right-of-way described herein.

Section 6. That it is hereby determined it is in the best interest of the public that the above-described right-of-ways in the City of Caldwell, Canyon County, Idaho be vacated.

Section 7. This ordinance shall be in full force and effect from and after its passage and publication according to law and compliance with all conditions prescribed herein.

Section 8. Be it ordained and established that the above-described premises in the City of Caldwell, Canyon, County, Idaho, upon vacation shall pass and revert to the adjacent private property owners, one-half to each side, in accordance with Section 50-311, Idaho State Code.

PASSED BY THE COUNCIL of the City of Caldwell, Idaho, this 2nd day of March 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho, this 2nd day of March 2026.

ATTEST:

City Clerk

Mayor

EXHIBIT A

CANYON COUNTY FAIR GROUNDS
RIGHT OF WAY VACATION LEGAL DESCRIPTION

A PORTION OF THE NW1/4 OF THE SW1/4 AND THE SW1/4 OF THE NW1/4 OF SECTION 26 AND THE NE1/4 OF THE SE1/4 AND THE SE1/4 OF THE NE1/4 OF SECTION 27 TOWNSHIP 4 NORTH, RANGE 3 WEST, BOISE MERIDIAN CITY OF CALDWELL, CANYON COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE 1/4 CORNER COMMON TO SECTIONS 26, AND 27, T.4N., R.3W., B.M., CITY OF CALDWELL, CANYON COUNTY, IDAHO.

THENCE N 89°57'55" E COINCIDENT WITH TH NORTH LINE OF THE NW1/4 OF THE SW1/4 OF SAID SECTION 26, A DISTANCE OF 98.36 FEET AND THE **POINT OF BEGINNING;**

THENCE LEAVING SAID NORTH LINE AND PARALLEL WITH THE NORTHEASTERLY RIGHT-OF-WAY OF BLAINE ST. S 46°12'34" E, 616.93 FEET;

THENCE S 43°46'23" W, PARALLEL WITH THE SOUTHEASTERLY RIGHT-OF-WAY OF S. 22ND AVE., 336.00 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY;

THENCE N 46°12'34" W, COINCIDENT WITH SAID NORTHEASTERLY RIGHT-OF-WAY, 80.00 FEET;

THENCE LEAVING SAID NORTHEASTERLY RIGHT-OF-WAY N 43°46'23" E, PARALLEL WITH SAID SOUTHEASTERLY RIGHT-OF-WAY, 256.00 FEET;

THENCE N 46°12'34" W, PARALLEL WITH SAID NORTHEASTERLY RIGHT-OF-WAY, 300.00 FEET;

THENCE S 43°46'23" W, PARALLEL WITH SAID SOUTHEASTERLY RIGHT-OF-WAY, 256.00 FEET TO A POINT ON SAID NORTHERLY RIGHT OF WAY;

THENCE N 46°12'34" W, COINCIDENT WITH SAID NORTHEASTERLY RIGHT-OF-WAY, 80.00 FEET;

THENCE LEAVING SAID NORTHEASTERLY RIGHT-OF-WAY N 43°46'23" E, PARALLEL WITH SAID SOUTHEASTERLY RIGHT-OF-WAY, 256.00 FEET;

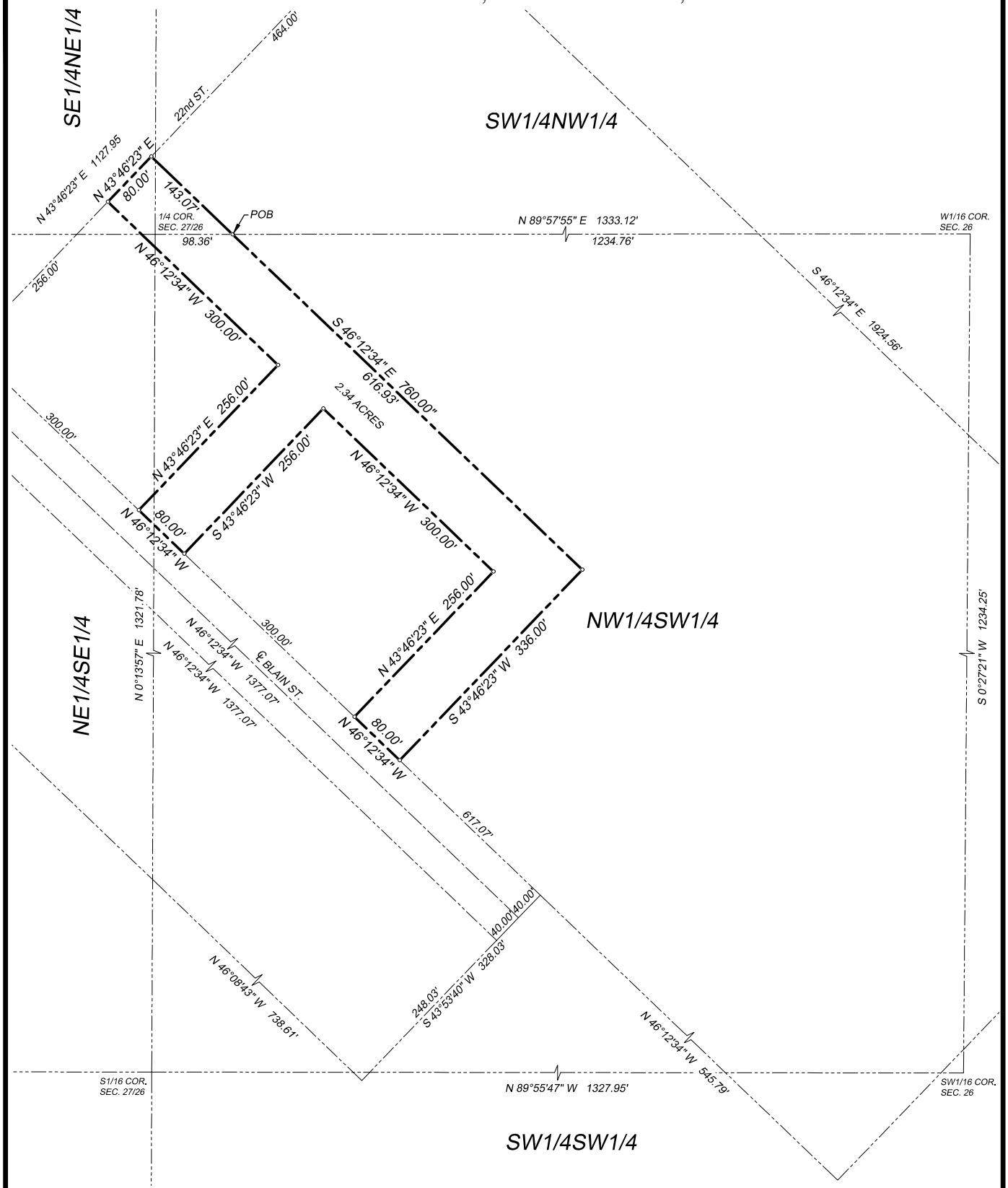
THENCE N 46°12'34" W, PARALLEL WITH SAID NORTHEASTERLY RIGHT-OF-WAY, 300.00 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY;

THENCE N 43°46'23" E, COINCIDENT WITH SAID SOUTHEASTERLY RIGHT-OF-WAY, 80.00 FEET;

THENCE LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY, S 46°12'34" E PARALLEL WITH SAID NORTHEASTERLY RIGHT-OF-WAY 143.07 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIPTION CONTAINS 2.34 ACRES MORE OR LESS.

A PORTION OF THE NW1/4 OF THE SW1/4 AND THE SW1/4 OF THE NW1/4 OF SECTION 26
AND THE NE1/4 OF THE SE1/4 AND THE SE1/4 OF THE NE1/4 OF SECTION 27
TOWNSHIP 4 NORTH, RANGE 3 WEST, BOISE MERIDIAN
CITY OF CALDWELL, CANYON COUNTY, IDAHO



CITY OF CALDWELL
ENGINEERING DEPARTMENT
621 CLEVELAND BLVD.
CALDWELL, IDAHO 83605
(208) 455-3006
FAX (208) 455-3012

EXHIBIT B
CANYON COUNTY FAIR GROUND
RIGHT OF WAY VACATION

DESIGNED BY: FJ
DRAWN BY: FJ
CHECKED BY: DM/RM
DATE: 12/6/23
SCALE: NOT TO SCALE
1 OF 1

I:\Engineering\FJones\Drawings 2023\Fair Grounds ROW Vacation\Fair Grounds ROW Vacation.dwg

ORDINANCES OF THE CITY OF CALDWELL
NOTICE OF ADOPTION AND SUMMARY OF
ORDINANCE NO. 3742
REGARDING VACATION
OF CERTAIN PROPERTY

AN ORDINANCE RECITING PETITION FOR VACATION AND RECITING APPROPRIATE NOTICE WAS GIVEN OF PUBLIC HEARING; DETERMINING THAT VACATION OF SAID PUBLIC RIGHT-OF-WAYS IN THE CITY OF CALDWELL, CANYON COUNTY, IDAHO, DESCRIBED BELOW, SHALL BE MADE; AND DETERMINING THAT VACATION OF SAID FOLLOWING RIGHT-OF-WAYS ARE IN THE BEST PUBLIC INTEREST FOR THE CITY OF CALDWELL, CANYON COUNTY, IDAHO.

Ordinance No. 3742, provided for the Vacation of public right-of-way within the Caldwell Event Center area adjacent to Blaine St. and connecting to S. 22nd Ave. that is carry-over from old plats that are no longer valid nor utilized, as evidenced by multiple structures being located within said right-of-way. This property is generally located in the NW ¼ of the SW ¼ and the SW ¼ of the NW ¼ of Section 26 and the NE ¼ of the SE ¼ and the SE ¼ of the NE ¼ of Section 27, Township 4 North, Range 3 West, Boise Meridian, City of Caldwell, Canyon County, Idaho, more particularly described as follows:

> COMMENCING AT THE 1/4 CORNER COMMON TO SECTIONS 26, AND 27, T.4N., R.3W., B.M., CITY OF CALDWELL, CANYON COUNTY, IDAHO.
> THENCE N 89°57’55” E COINCIDENT WITH TH NORTH LINE OF THE NW1/4 OF THE SW1/4 OF SAID SECTION 26, A DISTANCE OF 98.36 FEET AND THE POINT OF BEGINNING;
> THENCE LEAVING SAID NORTH LINE AND PARALLEL WITH THE NORTHEASTERLY RIGHT-OF-WAY OF BLAINE ST. S 46°12’34” E, 616.93 FEET;
> THENCE S 43°46’23” W, PARALLEL WITH THE SOUTHEASTERLY RIGHT-OF-WAY OF S. 22ND AVE., 336.00 FEET TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY;
> THENCE N 46°12’34” W, COINCIDENT WITH SAID NORTHEASTERLY RIGHT-OF-WAY, 80.00 FEET;
> THENCE LEAVING SAID NORTHEASTERLY RIGHT-OF-WAY N 43°46’23” E, PARALLEL WITH SAID SOUTHEASTERLY RIGHT-OF-WAY, 256.00 FEET;
> THENCE N 46°12’34” W, PARALLEL WITH SAID NORTHEASTERLY RIGHT-OF-WAY, 300.00 FEET;
> THENCE S 43°46’23” W, PARALLEL WITH SAID SOUTHEASTERLY RIGHT-OF-WAY, 256.00 FEET TO A POINT ON SAID NORTHERLY RIGHT OF WAY;
> THENCE N 46°12’34” W, COINCIDENT WITH SAID NORTHEASTERLY RIGHT-OF-WAY, 80.00 FEET;

THENCE LEAVING SAID NORTHEASTERLY RIGHT-OF-WAY N 43°46’23” E, PARALLEL WITH SAID SOUTHEASTERLY RIGHT-OF-WAY, 256.00 FEET;
THENCE N 46°12’34” W, PARALLEL WITH SAID NORTHEASTERLY RIGHT-OF-WAY, 300.00 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY;
THENCE N 43°46’23” E, COINCIDENT WITH SAID SOUTHEASTERLY RIGHT-OF-WAY, 80.00 FEET;
THENCE LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY, S 46°12’34” E PARALLEL WITH SAID NORTHEASTERLY RIGHT-OF-WAY 143.07 FEET TO THE POINT OF BEGINNING.

Section 1. This ordinance shall be in full force and effect from and after its passage, approval, and publication, according to law.

Section 2. This ordinance is hereby declared to be severable. If any portion of this ordinance is declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purposes of the ordinance before the declaration of partial invalidity.

Section 3. All ordinances, resolutions, orders and parts thereof in conflict herewith are repealed.

Ordinance No. 3742 was passed by the Council and approved by the Mayor on the 2nd day of March 2026. The full text of the Ordinance is available at Caldwell City Hall, 205 S 6th Ave, Caldwell, Idaho 83605. The Mayor and City Council approved the foregoing summary on the 2nd day of March 2026 for publication on the 10th day of March 2026, pursuant to Idaho Code § 50-901A.

STATEMENT OF LEGAL ADVISOR
I have reviewed the foregoing summary and believe that it provides a true and complete summary of Ordinance No. 3742 and provides adequate notice to the public as to the contents of such ordinance.

DATED this 2nd day of March 2026.

Oscar Klaas, Attorney for City of Caldwell

Memorandum

To:

City Council

Meeting Date:

March 2, 2026

Item Name:

Public Hearing: Fee Changes for Police, Community Development, and Clerk

Summary Statement:

Public Hearing to consider fee changes in the Police, Community Development, and Clerk Departments

Recommended Action:

Budget: Finance Review

Cost Impact:
Funding Source:
Timeline:

Attachments:

1. City Clerk Fees 2026 update 030226
2. Community Development Department Fees_V7
3. Police Fees 2026v1

City of Caldwell - City Clerk's Office
2026 Fee Schedule

Permit & License Fees	2025 Current		2026 Proposed
Description			
Fireworks Permit Fee			
City Clerk	$ 25.00		$ 25.00
Alcohol License/Renewal			
Beer License (Consumed on site)	$ 200.00		$ 200.00
Beer License (Packaged)	$ 50.00		$ 50.00
Wine License (Consumed or packaged)	$ 200.00		$ 200.00
Liquor License	$ 562.50		$ 562.50
Transfer Fee	$ 25.00		$ 25.00
Penalty Fee (Late application)	$ 50.00	/ day	$ 50.00
Catering Permits	$ 20.00		$ 20.00
Other Licenses			
Kennel License (Police Dept.)	$ 25.00		$ 25.00
Private Patrol Service	$ 25.00		$ 25.00
Private Patrol Service Renewal	$ 25.00		$ 25.00
Tree Trimmers License	$ 30.00		$ 30.00
Pawnbroker License	$ 50.00		$ 50.00
Peddler/Door-to-Door Sales (1-year)	$ 55.00		$ 55.00
Special Event Permit	$ 75.00		$ 75.00
Miscellaneous Charges			
FBI Background Investigation Fee	$ 33.25		$ 40.00
Replacement of Door to Door Peddler Badge	$ 5.00		$ 5.00
Photo Copies (per page)	$ 0.15		$ 0.30
Public Records Request - Copies of more than 100 pages (fee per page)	$ 0.30		$ 0.30
Public Records Request - (Over two hours or if redactions are required)	TBD		TBD
Public Records Request - DVD/CD Copy	$ 2.00		$ 2.00
Public Records Request - DVD/CD Audio Redaction (Lowest deptment hourly rate)	TBD		TBD
City Clerk (Public Hearing)	$ 150.00		$ 150.00
Caldwell Train Depot Event Center			
Building Rental Fee	$ 450.00		$ 500.00
Plaza Rental Fee	$ 150.00		$ 150.00
Table	$ 7.00	/Table	$ 7.00
Chairs	$ 1.00	/Chair	$ 1.00
Small Meeting Room Fee	$ 200.00		$ 200.00
**State Mandated Code: Election Filing Fee	$ 40.00		$ 40.00

CITY OT CALDWELL IDAHO
Community Development Department Fees & Policies
RESOLUTION NO. _____

A RESOLUTION FOR ADOPTING AMENDMENTS TO THE FY2026 FEE SCHEDULE FOR THE COMMUNITY DEVELOPMENT DEPARTMENT.

WHEREAS the Community Development Department and has conducted an audit and review of their current adopted FY2026 fees and determined that an adjustment is necessary to correct errors and provide more clarity, and to maintain the financial sustainability and quality of services provided;

WHEREAS the last review was completed October 1, 2025, and since that time, additional permit applications have been added and additional clarification of how fees are assessed are necessary;

WHEREAS, a fee schedule has been prepared and reviewed, outline proposed adjustments and clarifications to existing fees and/or implementation of new fees.

Now **THEREFORE BE IT RESOLVED** by the Mayor and Council of the City of Caldwell, Idaho, as following:

1. Approved the proposed fee schedules, which reflect changes to the FY2026 fees
2. Authorizes the implementation of the fees effective March 2, 2026
3. Directs staff to provide appropriate notice to all affected stakeholders and to publish the revised fee schedule on the City's website.

PASSED BY THE COUNCIL of the City of Caldwell, Idaho this 2nd Day of March 2026

APPROVED BY THE MAYOR of the City of Caldwell, Idaho this 2nd Day of March 2026.

By _____

Eric Phillips

Mayor

ATTEST:

By _____

City Clerk

I. BUILDING SAFETY FEES:

A. Building Permit Fees:

Building Permit fees shall be assessed based on the total project valuation of the work for which the permit is required, to include a base fee associated with the value range of the work and a per dollar increment for each dollar above the range minimum as specified in Table 1: Building Permit Fee Schedule.

The project value shall include the cost for construction of such building (or the cost of purchase for prefabricated structures), setup costs (prefab buildings), all improvements within the building, all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems, any other equipment, and all on-site improvements, such as; driveways, paving, sidewalks, exterior ramps, exterior stairs, on-site utilities, grading and site preparation, landscaping, etc.

1. For Moved Buildings, the project value shall also include the cost for moving the building.
2. For owner-builders, the project value shall be based on the cost if you hired someone to do the work.

Table 1: Building Permit Fee Schedule:

LOWER RANGE	UPPER RANGE	BASE FEE	Per Dollar Increment RATE
$0	$499	$34.00	0
$500	$1,999	$34.00	0.02624
$2,000	$24,999	$64.37	0.01135
$25,000	$49,999	$326.54	0.0085
$50,000	$99,999	$549.65	0.00565
$100,000	$499,999	$846.27	0.004546
$500,000	$999,999	$2,755.45	0.004336
$1,000,000	-	$5,031.78	0.003650

B. Demolition Permit Fees:

Demolition permits shall be assessed based on the project cost of the work being performed, with the minimum base fee and per dollar increment fee being no less than sixty dollars ($60.00).

C. Sign Permit Fees:

Sign permit fees shall be based on fifty percent (50%) of the valuation-based permit fee listed in Table 1: Building Permit Fee Schedule Table.

D. Certificate of Occupancy Permit Fee:

A Certificate of Occupancy permit is a permit whereby no construction is taking place but there is a change in tenant or use.

Certificate of Occupancy Permit Fee	$70.00
Building Plan Review	$45.50
Fire Plan Review	$14.00
Planning and Zoning Plan Review	$24.50
Engineering Plan Review	$14.00
Certificate of Occupancy Permit Fee	$45.50

E. Permit Plan Review Fees:

Permit plan review fees shall be assessed based on a percentage of the building permit fee, unless otherwise noted herein. These fees include the initial review and up to the 3rd review. Additional plan reviews will be assessed for all 4th and subsequent plan reviews in accordance with Section I-C of this resolution. This includes plan review for Building Safety, Planning & Zoning, Engineering, and Fire departments/divisions.

1. Commercial Building Plan Review Fees:
    a. Building plan review fees shall be computed as an additional sixty-five percent (65%) of the building permit fee.
    b. Fire plan review fees shall be computed as an additional twenty percent (20%) of the building permit fee.
    c. Engineering plan review fees shall be computed as an additional twenty percent (20%) of the building permit fee.
    d. Planning & Zoning plan review fees shall be computed at an additional thirty-five percent (35%) of the building permit fee, with a minimum of $55.00.

2. Residential Building Plan Review Fees:

    a. Building plan review fees shall be computed as an additional forty percent (40%) of the building permit fee.
    b. Planning and Zoning plan review fees shall be computed at an additional thirty-five percent (35%) of the building permit fee, with a minimum of $55.00.
    c. Engineering plan review fees shall be computed as an additional twenty percent (20%) of the building permit fee.

3. Sign Permit Plan Review Fees:
    a. Building plan review fees shall be an additional sixty-five percent (65%) of the building permit fee, with a minimum combined sign permit and plan review fee of sixty dollars ($60.00).
    b. Planning and Zoning plan review fees shall be computed at an additional thirty-five percent (35%) of the building permit fee, with a minimum of $55.00.
    c. Engineering plan review fees shall be computed as an additional twenty percent (20%) of the building permit fee.

F. Electrical Permit Fees:

1. Residential Electrical Permit Fees:

Residential Electrical Permit fees shall be assessed as shown in Table 2: New Residential Electrical Permits Fee Schedule and Table 3: Other Residential Electrical (Per Fixture) Permit Fee Schedule.

Table 2: New Residential Electrical Permit Fee Schedule:

Base Permit Fee	$0
One and Two-Family Dwelling (under 2,000 sq. ft.) of habitable area (finished or unfinished)	$160.00
One and Two-Family Dwelling (2,000 or more sq. ft.) of habitable area (finished or unfinished)	$255.00

Table 3: Other Residential Electrical (Per Fixture) Permit Fee Schedule:

Base Permit Fee (applied to all permits)	$34.00
Main and Sub-Panels	$15.75
Each Circuit Extension	$22.25
Manufactured Home Connection or Service	$52.50
Pools, Spas or Hot Tubs	$52.50
Temporary Power	$22.25
Power off for more than a year* *Power off for more than a year requires its own base fee and sub fee unless other work to be inspected as identified and additional sub fees are paid in addition to the base fee at time of application.	$22.25*

2. Commercial and Multi-Family Electrical Permit Fees:

Commercial Electrical Permit fees shall be assessed based on the total valuation of the work for which the permit is required, to include a base fee associated with the value range of the work and a per dollar increment for each dollar above the range minimum as specified in Table 4: Commercial Electrical Permit Fee Schedule.

Table 4: Commercial Electrical Permit Fee Schedule:[1]

LOWER RANGE	UPPER RANGE	BASE FEE	Per Dollar Increment RATE
$0	$19,999	$34	0.026250
$20,000	$49,999	$549	0.015740
$50,000	$99,999	$1,021	0.007875
$100,000	-	$1,415	0.005250

Table Footnotes:

[1]Commercial Electrical Permits shall further include the Temporary power Fee in the amount of twenty-two dollars and twenty-five cents ($22.25) as applicable for non-new construction.

G. Plumbing Permit Fees:

1. Residential Plumbing Permit Fees:

Residential Plumbing Permit fees shall be assessed as shown in Table 5: New Residential Plumbing Permits Fee Schedule and Table 6: Other Residential Plumbing (Per Fixture) Permit Fee Schedule.

Table 5: New Residential Plumbing Permit Fee Schedule:

Base Permit Fee	$0
One and Two-Family Dwelling (under 2,000 sq. ft.) of habitable area (finished or unfinished)	$160.00
One and Two-Family Dwelling (2,000 or more sq. ft.) of habitable area (finished or unfinished)	$255.00

Table 6: Other Residential Plumbing (Per Fixture) Permit Fee Schedule:

Base Permit Fee (applied to all permits)	$34.00
Fixtures	$15.75
Sewer Line	$35.00
Water Line	$35.00
Manufactured Home	$55.00
Lawn Sprinklers	$15.75
Water Softeners	$15.75

2. Commercial and Multi-Family Plumbing Permit Fees:

Commercial Plumbing Permit fees shall be assessed based on the total valuation of the work for which the permit is required, to include a base fee associated with the value range of the work and a per dollar increment for each dollar above the range minimum as specified in Table 7: Commercial Plumbing Permit Fee Schedule.

Table 7: Commercial Plumbing Permit Fee Schedule:

LOWER RANGE	UPPER RANGE	BASE FEE	Per Dollar Increment RATE
$0	$19,999	$34	0.026250
$20,000	$49,999	$549	0.015740
$50,000	$99,999	$1,021	0.007875
$100,000	-	$1,415	0.005250

H. Mechanical Permit Fees:

1. Residential Mechanical Permit Fees:

Residential Mechanical Permit fees shall be assessed as shown in Table 8: New Residential Mechanical Permits Fee Schedule and Table 9: Other Residential Mechanical (Per Fixture Rates) Permit Fee Schedule.

Table 8: New Residential Mechanical Permit Fee Schedule:

Base Permit Fee	$0
One and Two-Family Dwelling (under 2,000 sq. ft.) of habitable area (finished or unfinished)	$160.00
One and Two-Family Dwelling (2,000 or more sq. ft.) of habitable area (finished or unfinished)	$255.00

Table 9: Other Residential Mechanical (Per Fixture) Permit Fee Schedule:

Base Permit Fee (applied to all permits)	$34.00
Mechanical Equipment	$15.75
Exhaust Vents	$15.75
Gas Piping – Pressure Test	$15.75

2. Commercial and Multi-Family Mechanical Permit Fees:

Commercial Mechanical Permit fees shall be assessed based on the total valuation of the work for which the permit is required, to include a base fee associated with the value range of the work and a per dollar increment for each dollar above the range minimum as specified in Table 10: Commercial Mechanical Permit Fee Schedule.

Table 10: Commercial Mechanical Permit Fee Schedule:

LOWER RANGE	UPPER RANGE	BASE FEE	Per Dollar Increment RATE
$0	$19,999	$34	0.026250
$20,000	$49,999	$549	0.015740
$50,000	$99,999	$1,021	0.007875
$100,000	-	$1,415	0.005250

I. Building Safety Division Inspection Fees (Additional):

1. Non-Permit / Investigation Inspection Fee:

   Inspection requests not associated with an active permit shall be assessed with a fee of sixty dollars ($60.00). This fee is not applicable to inspection requests made by inter-city departments.

2. Inspections Outside of Normal Business Hours

   Inspection requests for outside of normal business hours shall be assessed a fee of seventy dollars ($70.00) per hour, with a one hour minimum.

3. Re-Inspections:

   A sixty-dollar ($60.00) Reinspection fee shall be assessed against a 3rd inspection (2nd reinspection) for any segment of work that is required to achieve approval of such segment of work.

   The levying of reinspection fees or waiver of the same is at the discretion of the building official.

J. Additional Plan Review Fees (Building Permits):

1. Additional Plan Reviews (3rd and subsequent reviews)

   Additional plan review fees shall be assessed for the 3rd and subsequent plan reviews of a permit. Fees shall be assessed as indicated in Table11: Additional Plan Review Fees (3rd and subsequent reviews). The fees are applicable for Building Safety, Fire, Engineering and Planning & Zoning department/division reviews.

Table 11: Additional Plan Review Fee Schedule (3rd and subsequent reviews):

3rd Review	10% of permit plan review fee
4th Review	20% of permit plan review fee
5th Review	30% of permit plan review fee

6th Review	50% of permit plan review fee
7th Review and each subsequent review	65% of permit plan review fee
Plan Review for project where change in scope necessitates a completely new plan review	New Submittal

2. Plan Review of Revisions After Permit Issuance:

The review of plan revisions, after the issuance of the permit, shall be assessed fees of $70.00 per hour, with a one-hour minimum. This fee is calculated as a separate fee for each department/division reviewing the plans (Building Safety, Fire, Engineering and Planning & Zoning).

K. Appeals:

1. Appeal of Building Inspector Decision

The fee to process an Appeal to Building Official under Caldwell City Code 12-19-13(l) regarding a decision of an inspector shall be seventy-five dollars ($75.00).

2. Appeal of Building Official Decision

The fee to process an appeal of a decision of the Building Official to an Appeals board under Caldwell City Code 12-19-13(3) shall be two hundred fifty dollars ($250.00).

L. Miscellaneous Fees:

1. Administrative Clerical Fees:

Clerical administrative fees shall be assessed at fifty dollars ($50.00) per hour, with a one hour minimum, for items including, but not limited to, reactivation of expired permits, voiding permits, and processing of requested refunds.

2. Other

Other Additional Fees	Base Fee	Add'l Fee
Copies (black and white)	$0.30	Per page, per side
Copies (color)	$0.30	Per page, per side
Certified Mailing	$15.00	

II. PLANNING & ZONING FEES:

A. Planning & Zoning Application, Permit and License Fees:

The following fees shall be assessed for each application, permit and/or license as specified below:

Abatement Fees (Code Compliance)	**Base Fee**	**Add'l Fee**
Per Abatement Fee	$110.00	
Administrative Fee (per abatement)	$190.00	
Late Fee	10.00%	
Lien Certification Fee	$54.50	
Accessory Structures	**Base Fee**	**Add'l Fee**
Accessory Structures (< or = 200 sf)	$140.00	
Administrative Determination (Director Level Approvals)	**Base Fee**	**Add'l Fee**
Admin Determination - Director Level Approval (Major/Complex)	$580.00	
Admin Determination - Director Level Approval (Minor)	$285.00	
Administrative Development Reviews (includes site plan and landscape plan reviews)	**Base Fee**	**Add'l Fee**
Major (Construction Drawings, subdivisions, developments or projects > 2 acres)	$690.00	+20/per residential unit
Minor (Parking lots, change of use, specific use review, or other projects less than 2 acres)	$388.00	
Alternative Compliance	**Base Fee**	**Add'l Fee**
Alternative Compliance Application	$285.00	
Annexation and Deannexation	**Base Fee**	**Add'l Fee**
Annexation - Less than 2 acres	$1,607.00	
Annexation - More than 2 acres	$3,080.50	
De-Annexation	$3,482.50	
Application Prescreening	**Base Fee**	**Add'l Fee**
Prescreening Fee	$50.00	
Bonding (Landscaping, Parking Lots and Public Amenities)	**Base Fee**	**Add'l Fee**
Bonding and Bonding Renewal	$335.00	
Business Permits (Business Licensing)	**Base Fee**	**Add'l Fee**
Business Permit (No Change in Use)	$116.00	
Business Permit (Change in Use)	$121.00	
Business Permit Penalty (Failure to obtain a permit after 30 days' notice)	$25.00 per day	
Business Permit (Annual) Renewal	$58.00	
Comprehensive Plan Text and Map	**Base Fee**	**Add'l Fee**
Comprehensive Plan Text and Map Amendment	$3,482.50	

Conditions of Approval Modification	Base Fee	Add'l Fee
Administrative	$690.00	
Hearing Body Level	$1,570.00	
Design Review Fees	**Base Fee**	**Add'l Fee**
Design Review - Hearing Level (New Construction)	$1,097.00	
Design Review - Staff Level (Exterior Renovations / Landscaping)	$580.00	
Design Review - Staff Level (Additions)	$690.00	
Design Review - Staff Level - (Building Maintenance)	$360.00	
Design Review - Staff Level (Wall Signs)	$200.00	
Design Review - Staff Level (Freestanding / Monument Signs)	$360.00	
Development Agreements	**Base Fee**	**Add'l Fee**
Development Agreements	$950.00	
Development Agreement Modification	$1,103.00	
Historic Preservation	**Base Fee**	**Add'l Fee**
Historic Preservation (Staff Level - Minor Repair & Maintenance)	$55.00	
Historic Preservation (Staff Level - All Other)	$178.21	
Historic Preservation (Public Hearing)	$680.00	
Home Occupation Permits (In-Home Business)	**Base Fee**	**Add'l Fee**
Home Occupation Permits	$116.00	
Home Occupation Renewal	$58.00	
Home Occupation Inspection Fee	$55.00	
Lots Line Adjustments / Lot Splits / Parcel Consolidations	**Base Fee**	**Add'l Fee**
Lot Line Adjustments	$591.00	
Lot Splits (Administrative and Simple)	$591.00	
Parcel Consolidation	$295.50	
Mural and Public Art Permits	**Base Fee**	**Add'l Fee**
Mural/Public Art	$75.00	
Ordinance Text and Map Amendments	**Base Fee**	**Add'l Fee**
Zone Change or Zoning Map Amendments (Less than 2 acres)	$2,183.00	
Zone Change or Zoning Map Amendments (More than 2 acres)	$3,080.50	
Ordinance Text Amendment	$1,893.00	
Outdoor Dining Permits	**Base Fee**	**Add'l Fee**
Outdoor Dining Permit	$83.00	
Planned Unit Developments (PUD)	**Base Fee**	**Add'l Fee**
Planned Unit Development (up to 5 acres)	$2,173.00	+ $20/per residential unit
Planned Unit Development (More than 5 acres - 10 acres)	$2,400.00	+ $20/per residential unit
Planned Unit Development (Over 10 acres)	$3,482.50	+ $20/per residential unit

Sign Permits (Freestanding / Monument - less than 6' high)	Base Fee	Add'l Fee
Sign Permits (Freestanding / Monument - less than 6' high)	$150.00	
Special Use Permit	**Base Fee**	**Add'l Fee**
Less than 1/2 acre	$721.00	+ $20/per residential unit
More than 1/2 acre - Less than 1 acre	$1,447.00	+ $20/per residential unit
More than 1 acre - Less than 2 acres	$1,810.00	+ $20/per residential unit
More than 2 acres - Less than 5 acres	$2,173.00	+ $20/per residential unit
More than 5 acres - Less than 10 acres	$2,280.00	+ $20/per residential unit
Over 10 acres	$2,400.00	+ $20/per residential unit
Administrative Time Extension (Other than Subdivisions)	$690.00	
SUP Modification	Calculated	Base Fee of Special Use Permit Only
Subdivision Plats	**Base Fee**	**Add'l Fee**
Preliminary	$2,688.00	+ $20/lot
Final	$1,438.00	+ $20/lot
Short Plat	$1,889.00	+ $20/lot
Manufactured Home Park - Prelim	$2,399.00	+ $20/lot
Manufactured Home Park - Final	$1,889.00	+ $20/lot
Plat Amendment (Administrative)	$800.00	
Plat Amendment (Public Hearing - City Council Only)	$1,570.00	
Plat Amendment (Public Hearing -P&Z/HE and City Council)	$2,688.00	
Plat Renewal	$896.00	
Plat Time Extension (1st request)	$1,570.00	
Plat Time Extension (2nd and each subsequent request)	$800.00	
Subdivision Name Change	$116.00	
Temporary Use Permits	**Base Fee**	**Add'l Fee**
Other Temporary Structures or Uses	$125.00	
Mobile Food Units	$116.00	
Temporary Use Permit Renewals	$58.00	
Residing in RV during dwelling construction / remodel	$312.00	
Vacations	**Base Fee**	**Add'l Fee**
Vacation (Hearing)	$1,889.00	
Variances	**Base Fee**	**Add'l Fee**
Variance (Hearing)	$1,889.00	

Zoning Verifications / Letters / Reports	Base Fee	Add'l Fee
Dwelling Rebuild Letter	$55.00	
Legal Non-Conforming Use Letter	$60.00	
Certificate of Zoning Compliance	$60.00	
Zoning Verification Letter (Residential/Tenant Improvement)	$60.00	
Zoning Verification Letter (Multi-family/Commercial/Industrial)	$150.00	
Zoning Property Report (Residential/Multi-Family/Commercial/Industrial)	$150.00	
Additional Fees	**Base Fee**	**Add'l Fee**
Additional Hearing	$1,570.00	
Additional Inspections (3rd and each subsequent inspections)	$150.00	flat rate
Additional Plan Reviews (4th and subsequent reviews)		
4th Review	125% of original base fee	
5th Review	150% of original base fee	
6th Review	175% of original base fee	
7th Review	Requires all new application fees	
Appeals (includes Request for Reconsiderations)	$1,303.00	
Certified Mailing	$15.00	
Pre-Application Submittal Meeting w/Planner (optional)	$70.00	per hour (minimum of one hour)
Roundtable Plan Review Meeting (4th and subsequent meetings on same project)	$70.00	
Additional Fees (Sales)	**Base Fee**	**Add'l Fee**
Audio Tape Duplication	$3.00	
Bike and Pedestrian Master Plan	$23.80	
Comprehensive Plan	$22.75	
Copies (black and white)	$0.10	per page, per side
Copies (color)	$0.20	per page, per side
Parks and Recreation Master Plan	$11.90	
Subdivision Ordinance	$10.82	
Treasure Valley Tree Selection Guide	$7.00	
Zoning Ordinance	$33.50	

III. PARKING FEES

A. Parking Violation / Ticket Fees:

The following fees shall be assessed for each parking violation, to include administrative fees as specified below:

Parking	Ticket Amount
Overtime Parking	$50.00
Parking in no parking zone	$50.00
Parking within 15' of a fire hydrant	$50.00
Blocking driveway with parked vehicle	$35.00
Parking in alley	$35.00
Parking within 25' of a street corner	$35.00
Double parking	$35.00
Parking with vehicle headed in wrong direction	$35.00
Parking on or within 20' of a crosswalk	$35.00
Parking on or across sidewalks, or in such a manner as to obstruct the route of passage between such sidewalks.	$50.00
Parking with wheels over 18" from curb	$20.00
Parking within 20' of or closer to a stop sign, flashing beacon, or traffic control signal	$35.00
Parking in fire lane or along any yellow or red painted curb	$50.00
Parking commercial trucks/commercial vehicles in prohibited zone.	$50.00
Parking in city parks after sunset.	$35.00
Parking or driving on grass	$20.00
Unauthorized parked in handicap stall or adjacent access aisle.	$150.00
Parking on a bike lane or bike path	$35.00
Camper, motor home, or trailer parked on the street for more than forty-eight (48) hours.	$20.00
Parking where official signs prohibit parking	$50.00
Unauthorized parking on streets and public property	$35.00
Parking in violation of 10-02-05 of the Caldwell City Code	$35.00
Parking in front of a mailbox in a manner that would prevent the distribution of mail by the United States Postal Service.	$75.00
Junk motor vehicles parked, placed, or stored on public or private property	$35.00
Parking - Administrative Fees	**Fee**
Parking Ticket - Administrative Late Fee - Unpaid Parking Ticket	$25.00
Administrative Fee - Collection Processing	$15.00

B. Parking (Monthly Permit Parking – Downtown) Fees

The following fees shall be assessed for each off-street parking space, located within city owned land and leased from the City. Fees are assessed at a monthly rate as specified below:

Standard Monthly Rate	Reduced Rate
$35.00 per month	$25.00 for Residents, Employees and Business Owners in Downtown City Center District

~~5th Avenue Lot~~	~~$35.00 per month~~	~~Reduced rate of $25.00 for Residents, Employees and Business Owners in Downtown City Center District~~
~~Kimball Lot 1~~	~~$35.00 per month~~	~~Reduced rate of $25.00 for Residents, Employees and Business Owners in Downtown City Center District~~
~~Kimball Lot 2~~	~~$35.00 per month~~	~~Reduced rate of $25.00 for Residents, Employees and Business Owners in Downtown City Center District~~
~~Main Streeet Lot~~	~~$35.00 per month~~	~~Reduced rate of $25.00 for Residents, Employees and Business Owners in Downtown City Center District~~
~~6th Avenue Lot~~	~~$35.00 per month~~	~~Reduced rate of $25.00 for Residents, Employees and Business Owners in Downtown City Center District~~
~~Arthur Street Lot~~	~~$35.00 per month~~	~~Reduced rate of $25.00 for Residents, Employees and Business Owners in Downtown City Center District~~
~~TVCC Lot~~	~~$35.00 per month~~	~~Reduced rate of $25.00 for Residents, Employees and Business Owners in Downtown City Center District~~

Caldwell Police
2026 Fee Schedule

Description	2025 Current	2026 Proposed	2026 Amount Increase
Copies more than 100 pgs (fee per page)	$ 0.30	$ 0.30	$ -
Over 2 hrs or if redactions are required	$ 29.25	TBD	$ -
DVD/CD copy	$ 2.00	$ 2.00	$ -
DVD/CD Audio Redaction	$ 29.25	TBD	$ -
Fingerprinting	$ 5.00	$ 15.00	$ 10.00
Traffic Control Service and Security (Approved by the Chief of Police)	$ 76.66 /per officer per hour	$ 76.66 /per officer per hour	$ -
Land Use Application Plan Reviews			
Plan Review & Data Response per project	$ -	$ 90.00	NEW
Alarms			
1st and 2nd alarm	Free	Free	$ -
3rd alarm	$ 25.00	$ 25.00	$ -
4th alarm	$ 50.00	$ 50.00	$ -
5th alarm	$ 75.00	$ 75.00	$ -
Each additional alarm	$ 100.00	$ 100.00	$ -
Animal Control			
Altered			
Annual Canine License	$ 12.00	$ 12.59	$ 0.59
Three-year Canine License	$ 33.00	$ 34.62	$ 1.62
Annual Canine License (micro-chipped)	$ 10.00	$ 10.49	$ 0.49
Three-year Canine License (micro-chipped)	$ 27.00	$ 28.32	$ 1.32
Senior Canine License Discount (Senior Discount applies to residents 65 yoa for up to 3 canines)	50%	50%	$ -
License Transfer	$ 2.50	$ 2.62	$ 0.12
License Replacement	$ 2.50	$ 2.62	$ 0.12
Animal Control			
Unaltered			
Annual Canine License	$ 48.00	$ 50.35	$ 2.35
Three-year Canine License	$ 130.00	$ 136.37	$ 6.37
Annual Canine License (micro-chipped)	$ 48.00	$ 50.35	$ 2.35
Three-year Canine License (micro-chipped)	$ 130.00	$ 136.37	$ 6.37
Senior Canine License Discount (Senior Discount applies to residents 65 yoa for up to 3 canines)	50%	50%	$ -
License Transfer	$ 2.50	$ 2.62	$ 0.12
License Replacement	$ 2.50	$ 2.62	$ 0.12
Animal Control Infractions			
Failure to:			
1st Offense			
License	$ 106.50	$ 111.72	$ 5.22
Display License	$ 106.50	$ 111.72	$ 5.22
Validate Rabies Vaccination	$ 106.50	$ 111.72	$ 5.22
Maintain Public Peace & Quiet	$ 106.50	$ 111.72	$ 5.22
2nd Offense			
License	$ 206.50	$ 216.62	$ 10.12
Display License	$ 206.50	$ 216.62	$ 10.12

Caldwell Police
2026 Fee Schedule

	2025 Current	2026 Proposed	2026 Amount Increase
Validate Rabies Vaccination	$ 206.50	$ 216.62	$ 10.12
Maintain Public Peace & Quiet	$ 206.50	$ 216.62	$ 10.12
Dog At Large			
First Offense	$ 106.50	$ 111.72	$ 5.22
Second Offense	$ 206.50	$ 216.62	$ 10.12
Additional Infractions			
Animals not allowed in public buildings or in a public transportation vehicle	$ -	$ 72.00	$ 72.00
Animal afflicted with rabies	$ -	$ 106.50	$ 106.50

RESOLUTION NO.

A RESOLUTION FOR ADOPTING THE UPDATED FY2026 FEE SCHEDULE FOR THE CALDWELL POLICE DEPARTMENT

WHEREAS, the Caldwell Police Department has conducted a review of the current fee structure and determine that an adjustment is necessary to maintain the financial sustainability and quality of services provided;

WHEREAS, the last review was completed on October 1st, 2025 and since that time, operational costs have increased;

WHEREAS, a fee schedule has been prepared and reviewed and proposed implementation of new fees;

BE IT HEREBY RESOLVED by the Mayor and City Council that the approves as follows:

1. Approves the fee schedule, which reflects changes to fees for FY2026
2. Authorizes the implementation of the fees effective March, 2nd, 2026
3. Directs staff to provide appropriate notice to all affected stakeholders and to publish the revised fee schedule on the City's website.

PASSED BY THE COUNCIL of the City of Caldwell, Idaho this 2nd Day of March 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho this 2nd day of March 2026.

By _____
Eric Phillips
Mayor

ATTEST:

By ___
City Clerk

CITY OT CALDWELL IDAHO
Community Development Department Fees & Policies
RESOLUTION NO. _____

A RESOLUTION FOR ADOPTING AMENDMENTS TO THE FY2026 FEE SCHEDULE FOR THE COMMUNITY DEVELOPMENT DEPARTMENT.

WHEREAS the Community Development Department and has conducted an audit and review of their current adopted FY2026 fees and determined that an adjustment is necessary to correct errors and provide more clarity, and to maintain the financial sustainability and quality of services provided;

WHEREAS the last review was completed October 1, 2025, and since that time, additional permit applications have been added and additional clarification of how fees are assessed are necessary;

WHEREAS, a fee schedule has been prepared and reviewed, outline proposed adjustments and clarifications to existing fees and/or implementation of new fees.

Now **THEREFORE BE IT RESOLVED** by the Mayor and Council of the City of Caldwell, Idaho, as following:

1. Approved the proposed fee schedules, which reflect changes to the FY2026 fees
2. Authorizes the implementation of the fees effective March 2, 2026
3. Directs staff to provide appropriate notice to all affected stakeholders and to publish the revised fee schedule on the City's website.

PASSED BY THE COUNCIL of the City of Caldwell, Idaho this 2nd Day of March 2026

APPROVED BY THE MAYOR of the City of Caldwell, Idaho this 2nd Day of March 2026.

By _____

Eric Phillips

Mayor

ATTEST:

By _____

City Clerk

I. BUILDING SAFETY FEES:

A. Building Permit Fees:

Building Permit fees shall be assessed based on the total project valuation of the work for which the permit is required, to include a base fee associated with the value range of the work and a per dollar increment for each dollar above the range minimum as specified in Table 1: Building Permit Fee Schedule.

The project value shall include the cost for construction of such building (or the cost of purchase for prefabricated structures), setup costs (prefab buildings), all improvements within the building, all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems, any other equipment, and all on-site improvements, such as; driveways, paving, sidewalks, exterior ramps, exterior stairs, on-site utilities, grading and site preparation, landscaping, etc.

1. For Moved Buildings, the project value shall also include the cost for moving the building.
2. For owner-builders, the project value shall be based on the cost if you hired someone to do the work.

Table 1: Building Permit Fee Schedule:

LOWER RANGE	UPPER RANGE	BASE FEE	Per Dollar Increment RATE
$0	$499	$34.00	0
$500	$1,999	$34.00	0.02624
$2,000	$24,999	$64.37	0.01135
$25,000	$49,999	$326.54	0.0085
$50,000	$99,999	$549.65	0.00565
$100,000	$499,999	$846.27	0.004546
$500,000	$999,999	$2,755.45	0.004336
$1,000,000	-	$5,031.78	0.003650

B. Demolition Permit Fees:

Demolition permits shall be assessed based on the project cost of the work being performed, with the minimum base fee and per dollar increment fee being no less than sixty dollars ($60.00).

C. Sign Permit Fees:

Sign permit fees shall be based on fifty percent (50%) of the valuation-based permit fee listed in Table 1: Building Permit Fee Schedule Table.

D. Certificate of Occupancy Permit Fee:

A Certificate of Occupancy permit is a permit whereby no construction is taking place but there is a change in tenant or use.

Certificate of Occupancy Permit Fee	$70.00
Building Plan Review	$45.50
Fire Plan Review	$14.00
Planning and Zoning Plan Review	$24.50
Engineering Plan Review	$14.00
Certificate of Occupancy Permit Fee	$45.50

E. Permit Plan Review Fees:

Permit plan review fees shall be assessed based on a percentage of the building permit fee, unless otherwise noted herein. These fees include the initial review and up to the 3rd review. Additional plan reviews will be assessed for all 4th and subsequent plan reviews in accordance with Section I-C of this resolution. This includes plan review for Building Safety, Planning & Zoning, Engineering, and Fire departments/divisions.

1. Commercial Building Plan Review Fees:
    a. Building plan review fees shall be computed as an additional sixty-five percent (65%) of the building permit fee.
    b. Fire plan review fees shall be computed as an additional twenty percent (20%) of the building permit fee.
    c. Engineering plan review fees shall be computed as an additional twenty percent (20%) of the building permit fee.
    d. Planning & Zoning plan review fees shall be computed at an additional thirty-five percent (35%) of the building permit fee, with a minimum of $55.00.

2. Residential Building Plan Review Fees:

    a. Building plan review fees shall be computed as an additional forty percent (40%) of the building permit fee.
    b. Planning and Zoning plan review fees shall be computed at an additional thirty-five percent (35%) of the building permit fee, with a minimum of $55.00.
    c. Engineering plan review fees shall be computed as an additional twenty percent (20%) of the building permit fee.

3. Sign Permit Plan Review Fees:
    a. Building plan review fees shall be an additional sixty-five percent (65%) of the building permit fee, with a minimum combined sign permit and plan review fee of sixty dollars ($60.00).
    b. Planning and Zoning plan review fees shall be computed at an additional thirty-five percent (35%) of the building permit fee, with a minimum of $55.00.
    c. Engineering plan review fees shall be computed as an additional twenty percent (20%) of the building permit fee.

F. Electrical Permit Fees:

1. Residential Electrical Permit Fees:

Residential Electrical Permit fees shall be assessed as shown in Table 2: New Residential Electrical Permits Fee Schedule and Table 3: Other Residential Electrical (Per Fixture) Permit Fee Schedule.

Table 2: New Residential Electrical Permit Fee Schedule:

Base Permit Fee	$0
One and Two-Family Dwelling (under 2,000 sq. ft.) of habitable area (finished or unfinished)	$160.00
One and Two-Family Dwelling (2,000 or more sq. ft.) of habitable area (finished or unfinished)	$255.00

Table 3: Other Residential Electrical (Per Fixture) Permit Fee Schedule:

Base Permit Fee (applied to all permits)	$34.00
Main and Sub-Panels	$15.75
Each Circuit Extension	$22.25
Manufactured Home Connection or Service	$52.50
Pools, Spas or Hot Tubs	$52.50
Temporary Power	$22.25
Power off for more than a year* *Power off for more than a year requires its own base fee and sub fee unless other work to be inspected as identified and additional sub fees are paid in addition to the base fee at time of application.	$22.25*

2. Commercial and Multi-Family Electrical Permit Fees:

Commercial Electrical Permit fees shall be assessed based on the total valuation of the work for which the permit is required, to include a base fee associated with the value range of the work and a per dollar increment for each dollar above the range minimum as specified in Table 4: Commercial Electrical Permit Fee Schedule.

Table 4: Commercial Electrical Permit Fee Schedule:[1]

LOWER RANGE	UPPER RANGE	BASE FEE	Per Dollar Increment RATE
$0	$19,999	$34	0.026250
$20,000	$49,999	$549	0.015740
$50,000	$99,999	$1,021	0.007875
$100,000	-	$1,415	0.005250

Table Footnotes:

[1]Commercial Electrical Permits shall further include the Temporary power Fee in the amount of twenty-two dollars and twenty-five cents ($22.25) as applicable for non-new construction.

G. Plumbing Permit Fees:

1. Residential Plumbing Permit Fees:

Residential Plumbing Permit fees shall be assessed as shown in Table 5: New Residential Plumbing Permits Fee Schedule and Table 6: Other Residential Plumbing (Per Fixture) Permit Fee Schedule.

Table 5: New Residential Plumbing Permit Fee Schedule:

Base Permit Fee	$0
One and Two-Family Dwelling (under 2,000 sq. ft.) of habitable area (finished or unfinished)	$160.00
One and Two-Family Dwelling (2,000 or more sq. ft.) of habitable area (finished or unfinished)	$255.00

Table 6: Other Residential Plumbing (Per Fixture) Permit Fee Schedule:

Base Permit Fee (applied to all permits)	$34.00
Fixtures	$15.75
Sewer Line	$35.00
Water Line	$35.00
Manufactured Home	$55.00
Lawn Sprinklers	$15.75
Water Softeners	$15.75

2. Commercial and Multi-Family Plumbing Permit Fees:

Commercial Plumbing Permit fees shall be assessed based on the total valuation of the work for which the permit is required, to include a base fee associated with the value range of the work and a per dollar increment for each dollar above the range minimum as specified in Table 7: Commercial Plumbing Permit Fee Schedule.

Table 7: Commercial Plumbing Permit Fee Schedule:

LOWER RANGE	UPPER RANGE	BASE FEE	Per Dollar Increment RATE
$0	$19,999	$34	0.026250
$20,000	$49,999	$549	0.015740
$50,000	$99,999	$1,021	0.007875
$100,000	-	$1,415	0.005250

H. Mechanical Permit Fees:

1. Residential Mechanical Permit Fees:

Residential Mechanical Permit fees shall be assessed as shown in Table 8: New Residential Mechanical Permits Fee Schedule and Table 9: Other Residential Mechanical (Per Fixture Rates) Permit Fee Schedule.

Table 8: New Residential Mechanical Permit Fee Schedule:

Base Permit Fee	$0
One and Two-Family Dwelling (under 2,000 sq. ft.) of habitable area (finished or unfinished)	$160.00
One and Two-Family Dwelling (2,000 or more sq. ft.) of habitable area (finished or unfinished)	$255.00

Table 9: Other Residential Mechanical (Per Fixture) Permit Fee Schedule:

Base Permit Fee (applied to all permits)	$34.00
Mechanical Equipment	$15.75
Exhaust Vents	$15.75
Gas Piping – Pressure Test	$15.75

2. Commercial and Multi-Family Mechanical Permit Fees:

Commercial Mechanical Permit fees shall be assessed based on the total valuation of the work for which the permit is required, to include a base fee associated with the value range of the work and a per dollar increment for each dollar above the range minimum as specified in Table 10: Commercial Mechanical Permit Fee Schedule.

Table 10: Commercial Mechanical Permit Fee Schedule:

LOWER RANGE	UPPER RANGE	BASE FEE	Per Dollar Increment RATE
$0	$19,999	$34	0.026250
$20,000	$49,999	$549	0.015740
$50,000	$99,999	$1,021	0.007875
$100,000	-	$1,415	0.005250

I. Building Safety Division Inspection Fees (Additional):

1. Non-Permit / Investigation Inspection Fee:

   Inspection requests not associated with an active permit shall be assessed with a fee of sixty dollars ($60.00). This fee is not applicable to inspection requests made by inter-city departments.

2. Inspections Outside of Normal Business Hours

   Inspection requests for outside of normal business hours shall be assessed a fee of seventy dollars ($70.00) per hour, with a one hour minimum.

3. Re-Inspections:

   A sixty-dollar ($60.00) Reinspection fee shall be assessed against a 3rd inspection (2nd reinspection) for any segment of work that is required to achieve approval of such segment of work.

   The levying of reinspection fees or waiver of the same is at the discretion of the building official.

J. Additional Plan Review Fees (Building Permits):

1. Additional Plan Reviews (3rd and subsequent reviews)

   Additional plan review fees shall be assessed for the 3rd and subsequent plan reviews of a permit. Fees shall be assessed as indicated in Table11: Additional Plan Review Fees (3rd and subsequent reviews). The fees are applicable for Building Safety, Fire, Engineering and Planning & Zoning department/division reviews.

Table 11: Additional Plan Review Fee Schedule (3rd and subsequent reviews):

3rd Review	10% of permit plan review fee
4th Review	20% of permit plan review fee
5th Review	30% of permit plan review fee

6th Review	50% of permit plan review fee
7th Review and each subsequent review	65% of permit plan review fee
Plan Review for project where change in scope necessitates a completely new plan review	New Submittal

2. Plan Review of Revisions After Permit Issuance:

The review of plan revisions, after the issuance of the permit, shall be assessed fees of $70.00 per hour, with a one-hour minimum. This fee is calculated as a separate fee for each department/division reviewing the plans (Building Safety, Fire, Engineering and Planning & Zoning).

K. Appeals:

1. Appeal of Building Inspector Decision

The fee to process an Appeal to Building Official under Caldwell City Code 12-19-13(l) regarding a decision of an inspector shall be seventy-five dollars ($75.00).

2. Appeal of Building Official Decision

The fee to process an appeal of a decision of the Building Official to an Appeals board under Caldwell City Code 12-19-13(3) shall be two hundred fifty dollars ($250.00).

L. Miscellaneous Fees:

1. Administrative Clerical Fees:

Clerical administrative fees shall be assessed at fifty dollars ($50.00) per hour, with a one hour minimum, for items including, but not limited to, reactivation of expired permits, voiding permits, and processing of requested refunds.

2. Other

Other Additional Fees	Base Fee	Add'l Fee
Copies (black and white)	$0.30	Per page, per side
Copies (color)	$0.30	Per page, per side
Certified Mailing	$15.00	

II. PLANNING & ZONING FEES:

A. Planning & Zoning Application, Permit and License Fees:

The following fees shall be assessed for each application, permit and/or license as specified below:

Abatement Fees (Code Compliance)	**Base Fee**	**Add'l Fee**
Per Abatement Fee	$110.00	
Administrative Fee (per abatement)	$190.00	
Late Fee	10.00%	
Lien Certification Fee	$54.50	
Accessory Structures	**Base Fee**	**Add'l Fee**
Accessory Structures (< or = 200 sf)	$140.00	
Administrative Determination (Director Level Approvals)	**Base Fee**	**Add'l Fee**
Admin Determination - Director Level Approval (Major/Complex)	$580.00	
Admin Determination - Director Level Approval (Minor)	$285.00	
Administrative Development Reviews (includes site plan and landscape plan reviews)	**Base Fee**	**Add'l Fee**
Major (Construction Drawings, subdivisions, developments or projects > 2 acres)	$690.00	+20/per residential unit
Minor (Parking lots, change of use, specific use review, or other projects less than 2 acres)	$388.00	
Alternative Compliance	**Base Fee**	**Add'l Fee**
Alternative Compliance Application	$285.00	
Annexation and Deannexation	**Base Fee**	**Add'l Fee**
Annexation - Less than 2 acres	$1,607.00	
Annexation - More than 2 acres	$3,080.50	
De-Annexation	$3,482.50	
Application Prescreening	**Base Fee**	**Add'l Fee**
Prescreening Fee	$50.00	
Bonding (Landscaping, Parking Lots and Public Amenities)	**Base Fee**	**Add'l Fee**
Bonding and Bonding Renewal	$335.00	
Business Permits (Business Licensing)	**Base Fee**	**Add'l Fee**
Business Permit (No Change in Use)	$116.00	
Business Permit (Change in Use)	$121.00	
Business Permit Penalty (Failure to obtain a permit after 30 days' notice)	$25.00 per day	
Business Permit (Annual) Renewal	$58.00	
Comprehensive Plan Text and Map	**Base Fee**	**Add'l Fee**
Comprehensive Plan Text and Map Amendment	$3,482.50	

Conditions of Approval Modification	Base Fee	Add'l Fee
Administrative	$690.00	
Hearing Body Level	$1,570.00	
Design Review Fees	**Base Fee**	**Add'l Fee**
Design Review - Hearing Level (New Construction)	$1,097.00	
Design Review - Staff Level (Exterior Renovations / Landscaping)	$580.00	
Design Review - Staff Level (Additions)	$690.00	
Design Review - Staff Level - (Building Maintenance)	$360.00	
Design Review - Staff Level (Wall Signs)	$200.00	
Design Review - Staff Level (Freestanding / Monument Signs)	$360.00	
Development Agreements	**Base Fee**	**Add'l Fee**
Development Agreements	$950.00	
Development Agreement Modification	$1,103.00	
Historic Preservation	**Base Fee**	**Add'l Fee**
Historic Preservation (Staff Level - Minor Repair & Maintenance)	$55.00	
Historic Preservation (Staff Level - All Other)	$178.21	
Historic Preservation (Public Hearing)	$680.00	
Home Occupation Permits (In-Home Business)	**Base Fee**	**Add'l Fee**
Home Occupation Permits	$116.00	
Home Occupation Renewal	$58.00	
Home Occupation Inspection Fee	$55.00	
Lots Line Adjustments / Lot Splits / Parcel Consolidations	**Base Fee**	**Add'l Fee**
Lot Line Adjustments	$591.00	
Lot Splits (Administrative and Simple)	$591.00	
Parcel Consolidation	$295.50	
Mural and Public Art Permits	**Base Fee**	**Add'l Fee**
Mural/Public Art	$75.00	
Ordinance Text and Map Amendments	**Base Fee**	**Add'l Fee**
Zone Change or Zoning Map Amendments (Less than 2 acres)	$2,183.00	
Zone Change or Zoning Map Amendments (More than 2 acres)	$3,080.50	
Ordinance Text Amendment	$1,893.00	
Outdoor Dining Permits	**Base Fee**	**Add'l Fee**
Outdoor Dining Permit	$83.00	
Planned Unit Developments (PUD)	**Base Fee**	**Add'l Fee**
Planned Unit Development (up to 5 acres)	$2,173.00	+ $20/per residential unit
Planned Unit Development (More than 5 acres - 10 acres)	$2,400.00	+ $20/per residential unit
Planned Unit Development (Over 10 acres)	$3,482.50	+ $20/per residential unit

Sign Permits (Freestanding / Monument - less than 6' high)	Base Fee	Add'l Fee
Sign Permits (Freestanding / Monument - less than 6' high)	$150.00	
Special Use Permit	**Base Fee**	**Add'l Fee**
Less than 1/2 acre	$721.00	+ $20/per residential unit
More than 1/2 acre - Less than 1 acre	$1,447.00	+ $20/per residential unit
More than 1 acre - Less than 2 acres	$1,810.00	+ $20/per residential unit
More than 2 acres - Less than 5 acres	$2,173.00	+ $20/per residential unit
More than 5 acres - Less than 10 acres	$2,280.00	+ $20/per residential unit
Over 10 acres	$2,400.00	+ $20/per residential unit
Administrative Time Extension (Other than Subdivisions)	$690.00	
SUP Modification	Calculated	Base Fee of Special Use Permit Only
Subdivision Plats	**Base Fee**	**Add'l Fee**
Preliminary	$2,688.00	+ $20/lot
Final	$1,438.00	+ $20/lot
Short Plat	$1,889.00	+ $20/lot
Manufactured Home Park - Prelim	$2,399.00	+ $20/lot
Manufactured Home Park - Final	$1,889.00	+ $20/lot
Plat Amendment (Administrative)	$800.00	
Plat Amendment (Public Hearing - City Council Only)	$1,570.00	
Plat Amendment (Public Hearing -P&Z/HE and City Council)	$2,688.00	
Plat Renewal	$896.00	
Plat Time Extension (1st request)	$1,570.00	
Plat Time Extension (2nd and each subsequent request)	$800.00	
Subdivision Name Change	$116.00	
Temporary Use Permits	**Base Fee**	**Add'l Fee**
Other Temporary Structures or Uses	$125.00	
Mobile Food Units	$116.00	
Temporary Use Permit Renewals	$58.00	
Residing in RV during dwelling construction / remodel	$312.00	
Vacations	**Base Fee**	**Add'l Fee**
Vacation (Hearing)	$1,889.00	
Variances	**Base Fee**	**Add'l Fee**
Variance (Hearing)	$1,889.00	

Zoning Verifications / Letters / Reports	Base Fee	Add'l Fee
Dwelling Rebuild Letter	$55.00	
Legal Non-Conforming Use Letter	$60.00	
Certificate of Zoning Compliance	$60.00	
Zoning Verification Letter (Residential/Tenant Improvement)	$60.00	
Zoning Verification Letter (Multi-family/Commercial/Industrial)	$150.00	
Zoning Property Report (Residential/Multi-Family/Commercial/Industrial)	$150.00	
Additional Fees	**Base Fee**	**Add'l Fee**
Additional Hearing	$1,570.00	
Additional Inspections (3rd and each subsequent inspections)	$150.00	flat rate
Additional Plan Reviews (4th and subsequent reviews)		
4th Review	125% of original base fee	
5th Review	150% of original base fee	
6th Review	175% of original base fee	
7th Review	Requires all new application fees	
Appeals (includes Request for Reconsiderations)	$1,303.00	
Certified Mailing	$15.00	
Pre-Application Submittal Meeting w/Planner (optional)	$70.00	per hour (minimum of one hour)
Roundtable Plan Review Meeting (4th and subsequent meetings on same project)	$70.00	
Additional Fees (Sales)	**Base Fee**	**Add'l Fee**
Audio Tape Duplication	$3.00	
Bike and Pedestrian Master Plan	$23.80	
Comprehensive Plan	$22.75	
Copies (black and white)	$0.10	per page, per side
Copies (color)	$0.20	per page, per side
Parks and Recreation Master Plan	$11.90	
Subdivision Ordinance	$10.82	
Treasure Valley Tree Selection Guide	$7.00	
Zoning Ordinance	$33.50	

III. PARKING FEES

A. Parking Violation / Ticket Fees:

The following fees shall be assessed for each parking violation, to include administrative fees as specified below:

Parking	Ticket Amount
Overtime Parking	$50.00
Parking in no parking zone	$50.00
Parking within 15' of a fire hydrant	$50.00
Blocking driveway with parked vehicle	$35.00
Parking in alley	$35.00
Parking within 25' of a street corner	$35.00
Double parking	$35.00
Parking with vehicle headed in wrong direction	$35.00
Parking on or within 20' of a crosswalk	$35.00
Parking on or across sidewalks, or in such a manner as to obstruct the route of passage between such sidewalks.	$50.00
Parking with wheels over 18" from curb	$20.00
Parking within 20' of or closer to a stop sign, flashing beacon, or traffic control signal	$35.00
Parking in fire lane or along any yellow or red painted curb	$50.00
Parking commercial trucks/commercial vehicles in prohibited zone.	$50.00
Parking in city parks after sunset.	$35.00
Parking or driving on grass	$20.00
Unauthorized parked in handicap stall or adjacent access aisle.	$150.00
Parking on a bike lane or bike path	$35.00
Camper, motor home, or trailer parked on the street for more than forty-eight (48) hours.	$20.00
Parking where official signs prohibit parking	$50.00
Unauthorized parking on streets and public property	$35.00
Parking in violation of 10-02-05 of the Caldwell City Code	$35.00
Parking in front of a mailbox in a manner that would prevent the distribution of mail by the United States Postal Service.	$75.00
Junk motor vehicles parked, placed, or stored on public or private property	$35.00
Parking - Administrative Fees	**Fee**
Parking Ticket - Administrative Late Fee - Unpaid Parking Ticket	$25.00
Administrative Fee - Collection Processing	$15.00

B. Parking (Monthly Permit Parking – Downtown) Fees

The following fees shall be assessed for each off-street parking space, located within city owned land and leased from the City. Fees are assessed at a monthly rate as specified below:

Standard Monthly Rate	Reduced Rate
$35.00 per month	$25.00 for Residents, Employees and Business Owners in Downtown City Center District

~~5th Avenue Lot~~	~~$35.00 per month~~	~~Reduced rate of $25.00 for Residents, Employees and Business Owners in Downtown City Center District~~
~~Kimball Lot 1~~	~~$35.00 per month~~	~~Reduced rate of $25.00 for Residents, Employees and Business Owners in Downtown City Center District~~
~~Kimball Lot 2~~	~~$35.00 per month~~	~~Reduced rate of $25.00 for Residents, Employees and Business Owners in Downtown City Center District~~
~~Main Streeet Lot~~	~~$35.00 per month~~	~~Reduced rate of $25.00 for Residents, Employees and Business Owners in Downtown City Center District~~
~~6th Avenue Lot~~	~~$35.00 per month~~	~~Reduced rate of $25.00 for Residents, Employees and Business Owners in Downtown City Center District~~
~~Arthur Street Lot~~	~~$35.00 per month~~	~~Reduced rate of $25.00 for Residents, Employees and Business Owners in Downtown City Center District~~
~~TVCC Lot~~	~~$35.00 per month~~	~~Reduced rate of $25.00 for Residents, Employees and Business Owners in Downtown City Center District~~

RESOLUTION NO.

A RESOLUTION FOR ADOPTING THE UPDATED FY2026 FEE SCHEDULE FOR THE CALDWELL CITY CLERK

WHEREAS, the Caldwell City Clerk has conducted a review of the current fee structure and determine that an adjustment is necessary to maintain the financial sustainability and quality of services provided;

WHEREAS, the last review was completed on October 1st, 2025 and since that time, operational costs have increased;

WHEREAS, a fee schedule has been prepared and reviewed and proposed adjustments to existing fees;

BE IT HEREBY RESOLVED by the Mayor and City Council that the approves as follows:

1. Approves the fee schedule, which reflects changes to fees for FY2026
2. Authorizes the implementation of the fees effective March, 2nd, 2026
3. Directs staff to provide appropriate notice to all affected stakeholders and to publish the revised fee schedule on the City's website.

PASSED BY THE COUNCIL of the City of Caldwell, Idaho this 2nd Day of March 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho this 2nd day of March 2026.

By _____
Eric Phillips
Mayor

ATTEST:

By ___
City Clerk

BILL NO. _____
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CALDWELL, IDAHO, ANNEXING A PORTION OF PROPERTY WITHIN THE CORPORATE CITY LIMITS INTO THE CALDWELL MUNICIPAL IRRIGATION DISTRICT OF THE CITY OF CALDWELL, CANYON COUNTY, IDAHO, AND CHANGING THE BOUNDARIES THEREOF; DIRECTING THE CITY ENGINEER TO ALTER THE BOUNDARY MAP ACCORDINGLY; DECLARING THE INTENT OF THE CITY TO POOL WATER RIGHTS AND APPLY A UNIFORM METHOD OF ALLOCATING ASSESSMENTS AND CHARGES; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1: That the City of Caldwell, an Idaho municipal corporation is authorized by Idaho Code Chapter 18, Title 50 to establish a city irrigation district in the whole or any part of the City and by ordinance establish the exterior boundaries of said district which boundaries may, from time to time, be contracted, extended or enlarged by ordinance.

Section 2: That the following described real property, and all thereof, be, and the same is, hereby annexed and made a part of the Caldwell Municipal Irrigation District of the City of Caldwell, Idaho. That the following real properties are hereby annexed as legally described on the final plat listed below, along with their respective instrument numbers, all recorded in Canyon County, Idaho.

Peregrine Estates Subdivision, Phase No. 6 (Inst. No. 2025043469)

Section 3: That the City Engineer of said city is hereby directed to record this Ordinance, to forward a copy of said Ordinance to Pioneer Irrigation District, and to adjust the boundaries and map of the Caldwell Municipal Irrigation District in accordance with this Ordinance.

Section 4: That said City declares its intent to pool water rights incident to the above described property for delivery purposes, that said City has adopted a uniform method of allocating assessments and charges against all lands for which water rights are thus pooled, and that said City directs the City Engineer to furnish Pioneer Irrigation District with a certified list or map showing all lands for which water rights have been pooled, all in accordance with Idaho Code 50-1805A.

Section 5: That the owners of record of parcels within the aforementioned subdivisions remain responsible for fees and assessments owing Pioneer Irrigation District for the 2026 irrigation season, including prior years.

Section 6: That this Ordinance shall be effective upon its passage, approval and publication according to law, or March 2, 2026, whichever is later.

PASSED BY THE COUNCIL of the City of Caldwell, Idaho, this 2nd day of March, 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho, this 2nd day of March, 2026.

Approved By:	**Attest:**
Eric Phillips, Mayor	Kristina Buchan, City Clerk

Challenger Development, Inc.

1977 E. Overland Road
Meridian, ID 83642

January 23, 2025

I, Corey Barton, as Member of Challenger Development Inc., and developer of Peregrine Estates #6, hereby request that the City of Caldwell annex this subdivision into the Caldwell Municipal Irrigation District.



Challenger Development, Inc.

1977 E. Overland Road
Meridian, ID 83642

January 23, 2026

I, Corey Barton, as Member of Challenger Development Inc., and developer of Topaz Ranch West #2, hereby request that the City of Caldwell annex this subdivision into the Caldwell Municipal Irrigation District.



Challenger Development, Inc.

1977 E. Overland Road
Meridian, ID 83642

January 23, 2026

I, Corey Barton, as Member of Challenger Development Inc., and developer of Topaz Ranch West #2, hereby request that the City of Caldwell accept dedication of all public utilities located in this development.



CITY OF
Caldwell, Idaho

ERIC PHILLIPS
Mayor

208.455.3011
(f) 208.455.3003

City Hall
205 South 6th Ave.
Caldwell, Idaho 83605

Post Office Box
P.O. Box 1179
Caldwell, Idaho 83606

For a list of the City Council members, visit:
Website
www.cityofcaldwell.org

CITY OF CALDWELL FINANCIAL REPORT

TO: Mayor Phillips, Rachelle Castleberry, and Members of the City Council

FROM: Destiny Platt

DATE: February 24, 2026

This packet contains:

- Payroll and Accounts Payable Reports
- Check Register of approved accounts payable claims

Detailed reports are available for your review at any time.

FINANCE COMMITTEE MOTION:

The Finance Committee has reviewed current accounts payable in the amount of **$3,930,488.63 for the period ending February 23, 2026** and net payroll of **$837,488.35 for pay period ending February 07, 2026.**

I move that accounts payable in the amount of **$3,930,488.63** represented by check numbers **191483** through **191855** and electronic payments and payroll for the amount of **$837,488.35** represented by check numbers **40721** through **40728** and direct deposits be accepted, payments approved, and vouchers filed in the office of the City Clerk.

Payroll report by: Destiny
Payroll ending: 2/7/2026
Paid on: 2/13/2026

Check numbers: 40721-40728
Total net checks: $ 837,488.35
# of Employees: 449

Fund Name	Fund #	Salary	Benefits	Total
General	01	$ 927,363.35	$ 440,490.38	1,367,853.73
Events Center	03	6,776.32	2,897.34	9,673.66
Library	04	35,943.70	19,463.09	55,406.79
Street	05	53,460.86	25,986.78	79,447.64
Airport	06	11,749.60	5,711.76	17,461.36
Parks & Recreation	08	44,637.76	22,523.67	67,161.43
CDBG	10	2,025.80	802.91	2,828.71
ARPA Grant Funds	11	-	-	-
Cemetery	20	8,489.35	3,818.54	12,307.89
Economic Development	28	6,116.00	2,977.04	9,093.04
Golf	60	18,153.42	8,154.60	26,308.02
Water	70	80,991.35	41,158.27	122,149.62
Sewer	72	73,864.64	30,675.86	104,540.50
Electrical	75	14,967.06	7,296.50	22,263.56
Irrigation	76	19,041.98	8,954.78	27,996.76
TOTAL		**$ 1,303,581.19**	**$ 620,911.52**	**$ 1,924,492.71**

Balancing
Fund 02 $ 1,916,572.56
Total $ 1,924,492.71

Grand Total $3,841,065.27
GL Grand Total 3,841,065.27

Off 0.00

Accounts Payable Report

check #'s	$ Amount	Date
electronic check	23,517.07	1/31/2026
191483-191721	799,160.03	2/11/2026
9991996-9992009	40,383.55	2/11/2026
electronic check	29,084.44	2/11/2026
electronic check	1,242.32	2/11/2026
191722-191736	124,089.38	2/12/2026
electronic check	963,594.70	2/12/2026
191737-191855	1,911,742.29	2/18/2026
9992010-9992021	37,674.85	2/18/2026
Total:	3,930,488.63	

Bank Reconciliation

Checks by Date

User: ecarter
Printed: 02/23/2026 - 12:17PM
Cleared and Not Cleared Checks

Check No	Check Date	Name	Comment	Module Clear Date	Amount
0	1/31/2026	AUTO DEBIT ONLY US Bank/Elavon-M	AP		23,517.07
0	2/6/2026	WEX Bank	AP		29,084.44
0	2/11/2026	Pepsi-Cola	AP		1,242.32
191483	2/11/2026	120 Water Inc	AP		2,026.06
191484	2/11/2026	2C Sign Shop	AP		50,944.00
191485	2/11/2026	Acco Engineered Systems	AP		638.00
191486	2/11/2026	Acushnet Company	AP		9,245.84
191487	2/11/2026	Anthony Agundez	AP		114.57
191488	2/11/2026	Air Supply and Pump LLC	AP		853.62
191489	2/11/2026	Alignment Specialists Northwest LLC	AP		1,434.00
191490	2/11/2026	ALTA Language Services Inc	AP		69.00
191491	2/11/2026	AME Electric Inc	AP		3,125.00
191492	2/11/2026	American Association of Airport Executiv	AP		475.00
191493	2/11/2026	American Business Forms Inc	AP		191.86
191494	2/11/2026	American West Property Management	AP		148.24
191495	2/11/2026	AmeriGas	AP		343.65
191496	2/11/2026	Leah or Colton Anderson	AP		203.94
191497	2/11/2026	Ardurra Group Inc	AP		1,972.50
191498	2/11/2026	Ricardo or Casei Arredondo	AP		294.84
191499	2/11/2026	ASC Inc	AP		6,500.00
191500	2/11/2026	AT T Mobility - CC	AP		2,347.07
191501	2/11/2026	Axon Enterprise Inc	AP		519.00
191502	2/11/2026	BDP Industries	AP		2,033.56
191503	2/11/2026	Tony or Katherine Blasius	AP		82.84
191504	2/11/2026	Blue Sky Homes	AP		19.00
191505	2/11/2026	Bluebird Truck Wash LLC	AP		245.00
191506	2/11/2026	Boise Office Equipment	AP		16.46
191507	2/11/2026	Boise Peterbilt Inc Caldwell Peterbilt	AP		1,197.18
191508	2/11/2026	Boise Rigging Supply	AP		477.70
191509	2/11/2026	Boise Valley Monument Company	AP		65.00
191510	2/11/2026	Joseph Bongiorno	AP		559.00
191511	2/11/2026	Bowen Collins and Associates Inc	AP		859.00
191512	2/11/2026	Burgess Pump and Supply LLC	AP		34,595.40
191513	2/11/2026	Burks Tractor LLC	AP		3,796.85
191514	2/11/2026	Caldwell Auto Supply	AP		1,666.85
191515	2/11/2026	Caldwell Chamber Of Commerce	AP		625.00
191516	2/11/2026	Caldwell Housing Authority	AP		8,002.98
191517	2/11/2026	Caldwell True Value	AP		310.16
191518	2/11/2026	Callaway	AP		3,095.17
191519	2/11/2026	Prosecuting Attorneys Office Canyon Cou	AP		29,203.00
191520	2/11/2026	Canyon County Deputies Association	AP		350.00
191521	2/11/2026	Canyon County Fleet	AP		221.13
191522	2/11/2026	Canyon County Solid Waste	AP		6,585.33
191523	2/11/2026	Dawn or Randy Caubre	AP		85.64
191524	2/11/2026	Caxton Printers Ltd	AP		179.25
191525	2/11/2026	CenturyLink	AP		1.19
191526	2/11/2026	CenturyLink	AP		2,740.62
191527	2/11/2026	CHEM-AQUA	AP		739.95
191528	2/11/2026	Christensen Inc	AP		9,362.67
191529	2/11/2026	Cintas Corporation No 3	AP		3,811.24
191530	2/11/2026	City Of Caldwell Police Dept	AP		51.93

191531	2/11/2026	Conrad and Bischoff	AP	3,364.52
191532	2/11/2026	Control Engineers	AP	120.00
191533	2/11/2026	Coonse Well Drilling	AP	1,338.95
191534	2/11/2026	Robert or Laura Cooper	AP	95.16
191535	2/11/2026	Elizabeth Corbet or Eyan Davis	AP	131.44
191536	2/11/2026	Core and Main LP	AP	29,587.33
191537	2/11/2026	COREY BARTON HOMES INC	AP	39.44
191538	2/11/2026	Corwin Ford	AP	645.14
191539	2/11/2026	Cutting Edge Services LLC	AP	1,654.91
191540	2/11/2026	Michelle Dalby	AP	101.39
191541	2/11/2026	Joseph Daniel	AP	209.00
191542	2/11/2026	Dans Pump and Filter LLC	AP	450.00
191543	2/11/2026	DATABLAZE	AP	79.90
191544	2/11/2026	DataTel LLC	AP	268.25
191545	2/11/2026	Alyssa De La Rosa or Cole Rhodes	AP	96.46
191546	2/11/2026	James and Sharon Deknoop	AP	107.08
191547	2/11/2026	Destination Caldwell Inc	AP	5,000.00
191548	2/11/2026	DEX Imaging LLC	AP	527.46
191549	2/11/2026	Digital Threads LLC	AP	295.40
191550	2/11/2026	DIRECTV Entertainment Holdings LLC	AP	169.39
191551	2/11/2026	Sabrina Durtschi	AP	199.98
191552	2/11/2026	Ecolube Recovery LLC	AP	137.25
191553	2/11/2026	Rebecca Elgin	AP	101.40
191554	2/11/2026	Elite Truck Boxes LLC	AP	1,097.18
191555	2/11/2026	Ennis Flint Inc	AP	452.22
191556	2/11/2026	Enterprise FM Trust	AP	36,069.28
191557	2/11/2026	ERS Emergency Responder Services Inc	AP	3,070.70
191558	2/11/2026	Express Employment Professionals	AP	4,231.06
191559	2/11/2026	Facility Intellect	AP	118.58
191560	2/11/2026	Ferguson Waterworks	AP	4,430.10
191561	2/11/2026	Flatline Construction	AP	829.67
191562	2/11/2026	T.J. Frans	AP	88.00
191563	2/11/2026	Kurt or Tari Furtwangler	AP	98.15
191564	2/11/2026	Gabbert and Edwards	AP	883.76
191565	2/11/2026	Ross Garven	AP	1,425.00
191566	2/11/2026	Mark Gepner	AP	224.00
191567	2/11/2026	Shane Greenbank	AP	254.48
191568	2/11/2026	Zachary Greenwood	AP	559.00
191569	2/11/2026	Allie Griggs	AP	127.60
191570	2/11/2026	Grimco Inc	AP	1,371.66
191571	2/11/2026	Clark Guler	AP	16.38
191572	2/11/2026	Hach Company	AP	906.95
191573	2/11/2026	Hardin Sanitation	AP	409.79
191574	2/11/2026	Chelsey Hayden	AP	95.55
191575	2/11/2026	Chris Hendrix	AP	106.00
191576	2/11/2026	Glen Hollis	AP	77.26
191577	2/11/2026	Home Depot Credit Services	AP	3,364.80
191578	2/11/2026	Horrocks LLC	AP	9,589.19
191579	2/11/2026	Joshuwa Hudelson or Nichole Scheuffele	AP	47.79
191580	2/11/2026	Idaho Asphalt Supply	AP	587.07
191581	2/11/2026	Idaho Dept of Labor	AP	6,569.16

191582	2/11/2026	Idaho Springs LLC	AP	31.19
191583	2/11/2026	Idaho State Police	AP	166.50
191584	2/11/2026	Idaho Tractor Inc	AP	791.81
191585	2/11/2026	Jennifer Ingram	AP	107.74
191586	2/11/2026	Insight Public Sector Inc	AP	11,900.00
191587	2/11/2026	Instrument Technologies Inc	AP	2,302.80
191588	2/11/2026	Integrity Pump Solutions Inc	AP	448.00
191589	2/11/2026	Interactive Data LLC	AP	548.31
191590	2/11/2026	Intermountain Gas Company	AP	15,636.09
191591	2/11/2026	Interstate Batteries	AP	329.30
191592	2/11/2026	InTime Services Inc	AP	11,700.00
191593	2/11/2026	IRON OAK HOMES	AP	207.40
191594	2/11/2026	Jacobs Engineering Group Inc	AP	3,037.80
191595	2/11/2026	Jake Volk Repair LLC	AP	14,368.46
191596	2/11/2026	Jenkins Marketing Co LLC	AP	684.24
191597	2/11/2026	Bill or Betty Johnsick	AP	212.38
191598	2/11/2026	Elyse Johnson	AP	27.88
191599	2/11/2026	Daniel Paul Jones	AP	100.15
191600	2/11/2026	Kaminsky Sullenberger And Associates, I	AP	3,750.00
191601	2/11/2026	Karen Dash Consulting LLC	AP	6,528.00
191602	2/11/2026	Kendall Dealership Holdings LLC	AP	3,722.94
191603	2/11/2026	Kenworth Sales Company	AP	998.22
191604	2/11/2026	David or Lois Kenyon	AP	74.49
191605	2/11/2026	KIE Supply Corp	AP	5,879.96
191606	2/11/2026	Kyle or Linnea LaCoursiere	AP	56.33
191607	2/11/2026	Melissa Langan	AP	616.00
191608	2/11/2026	Michael Gene Laughridge	AP	155.00
191609	2/11/2026	Lawn Master LLC	AP	3,313.83
191610	2/11/2026	Lynda Lewis	AP	14.78
191611	2/11/2026	Jo Lynn Lile	AP	525.00
191612	2/11/2026	Eduardo Lira	AP	106.63
191613	2/11/2026	Logan Simpson Design Inc.	AP	390.00
191614	2/11/2026	LONG Building Technologies Inc	AP	332.50
191615	2/11/2026	Macfarlane Renovations, LLC	AP	48.78
191616	2/11/2026	MCCi LLC	AP	17,625.89
191617	2/11/2026	Ariaunna McDonald	AP	75.11
191618	2/11/2026	Meridian Fence LLC	AP	2,519.41
191619	2/11/2026	MetroQuip Inc	AP	15,328.80
191620	2/11/2026	Milvia Maricela Moreales Ramirez or He	AP	88.15
191621	2/11/2026	Motion and Flow	AP	356.98
191622	2/11/2026	Motion Industries	AP	220.46
191623	2/11/2026	Nampa Paving and Asphalt	AP	870.02
191624	2/11/2026	Nampa Paving and Asphalt Co	AP	195.00
191625	2/11/2026	Northwest Equipment Sales Inc	AP	371.77
191626	2/11/2026	Northwest Excavation LLC	AP	18,660.00
191627	2/11/2026	Northwest Scientific Inc	AP	1,696.35
191628	2/11/2026	Lauren or Jeff Nowlin	AP	192.15
191629	2/11/2026	NRS	AP	1,971.00
191630	2/11/2026	NWSBW	AP	1,850.00
191631	2/11/2026	Edith or Frank Olmedo	AP	14.88
191632	2/11/2026	OReilly Automotive Stores Inc	AP	21.57
191633	2/11/2026	Orion Integration Group	AP	9,940.00
191634	2/11/2026	Andrew Osburn or Elizabeth Myers	AP	164.03
191635	2/11/2026	Overhead Door Company	AP	162.50
191636	2/11/2026	Oxarc Inc	AP	3,166.33
191637	2/11/2026	P and P Distributing, Inc	AP	139.53

191638	2/11/2026	Pacific North Contractors	AP	266.61
191639	2/11/2026	Parma Post and Pole	AP	77.40
191640	2/11/2026	Passero Ridge HOA	AP	158.75
191641	2/11/2026	ALEXANDRO PEDROZA	AP	219.47
191642	2/11/2026	Peppershock Media Productions LLC	AP	250.00
191643	2/11/2026	Pioneer Irrigation District	AP	380.13
191644	2/11/2026	Platt Electric	AP	8.48
191645	2/11/2026	Police Executive Research Forum	AP	575.00
191646	2/11/2026	John Prebonick	AP	88.00
191647	2/11/2026	Prestige Flag	AP	1,098.78
191648	2/11/2026	Prime Plumbing LLC	AP	528.00
191649	2/11/2026	Quadient Finance USA Inc	AP	7,352.38
191650	2/11/2026	Ryan Quinn	AP	121.89
191651	2/11/2026	Ronald or Irene Ragan	AP	77.11
191652	2/11/2026	Rambo Sand and Gravel Co	AP	9,934.56
191653	2/11/2026	Ray Allen Manufacturing LLC	AP	254.95
191654	2/11/2026	RDK Corporation	AP	536.00
191655	2/11/2026	Reading Truck Equipment LLC	AP	1,051.48
191656	2/11/2026	Crystal Rivera	AP	57.70
191657	2/11/2026	Riveras Market	AP	332.92
191658	2/11/2026	Brian D Waters Riverside Trailers	AP	8,299.00
191659	2/11/2026	Linda Rogers	AP	130.00
191660	2/11/2026	Rosemary B Curtin Inc	AP	1,000.00
191661	2/11/2026	Briana Ross	AP	150.81
191662	2/11/2026	Edward Russell	AP	3,731.00
191663	2/11/2026	Ryder Last Mile	AP	352.66
191664	2/11/2026	Shamrock Foods Company	AP	77.60
191665	2/11/2026	Ketan Sharma	AP	78.92
191666	2/11/2026	Siebenberg Ditch Company LTD	AP	500.00
191667	2/11/2026	Smarsh Inc	AP	34.36
191668	2/11/2026	Smiths Lawn Mower Sales and Service	AP	1,322.10
191669	2/11/2026	Southern Roots Decor and More	AP	82.18
191670	2/11/2026	Sparklight	AP	2,499.98
191671	2/11/2026	Standard Plumbing Supply	AP	27.56
191672	2/11/2026	Stantec Consulting Services Inc	AP	11,066.00
191673	2/11/2026	Staples Inc	AP	849.10
191674	2/11/2026	Star Fire Protection District	AP	555.92
191675	2/11/2026	State Of Idaho	AP	42.00
191676	2/11/2026	Stein Distributing Company Inc	AP	262.36
191677	2/11/2026	Sunbelt Rentals	AP	576.85
191678	2/11/2026	Superior Construction	AP	1,288.92
191679	2/11/2026	Superior Paint and Glass Inc	AP	7.65
191680	2/11/2026	Superior Signs	AP	55.00
191681	2/11/2026	THOMAS SWAIN	AP	81.96
191682	2/11/2026	Ryan Swanson	AP	41.82
191683	2/11/2026	T2 Systems Inc	AP	5,846.21
191684	2/11/2026	Tacoma Screw Products Inc	AP	682.44
191685	2/11/2026	Tates Rents	AP	243.95
191686	2/11/2026	TaylorMade	AP	529.66
191687	2/11/2026	The Activity Group	AP	1,989.00
191688	2/11/2026	The Bancorp Bank Lease Payment Center	AP	6,138.46
191689	2/11/2026	The Jesse Tree of Idaho Inc	AP	9,431.00
191690	2/11/2026	The Odom Corporation	AP	352.26
191691	2/11/2026	Erin Lee Ann Thornbrugh	AP	600.00
191692	2/11/2026	Thunder Mountain Tent and Canvas LLC	AP	3,400.00
191693	2/11/2026	Timberline Surveying PLLC	AP	500.00

191694	2/11/2026	TMB Services LLC	AP	2,269.93
191695	2/11/2026	Todd Campbell Construction	AP	1,853.88
191696	2/11/2026	Top Gun Pest Control	AP	337.00
191697	2/11/2026	TPG AG EHC SD LEN MULTI STATE	AP	84.88
191698	2/11/2026	TPG AG EHC SD LEN MULTI STATE	AP	41.16
191699	2/11/2026	Treasure Valley Coffee Inc	AP	409.61
191700	2/11/2026	Trico Construction, LLC	AP	1,918.13
191701	2/11/2026	Kaylee Truby	AP	330.36
191702	2/11/2026	Turf Equipment and Irrigation	AP	10,059.77
191703	2/11/2026	ULine	AP	937.13
191704	2/11/2026	United Parcel Service Inc	AP	98.14
191705	2/11/2026	United Site Services A Company Inc	AP	161.50
191706	2/11/2026	Upson Company	AP	538.13
191707	2/11/2026	Valley ViewTowing Inc	AP	100.00
191708	2/11/2026	Martin or Monica Vega	AP	463.18
191709	2/11/2026	Kevin Wagner	AP	504.00
191710	2/11/2026	Scott Wallace	AP	82.15
191711	2/11/2026	Stephen Warren	AP	76.55
191712	2/11/2026	Roberta Wells	AP	819.62
191713	2/11/2026	Western Heating and Air Conditioning LI	AP	198.90
191714	2/11/2026	Western Records Destruction	AP	52.00
191715	2/11/2026	Western States Equipment Co	AP	8,264.62
191716	2/11/2026	Western Systems Inc	AP	1,050.68
191717	2/11/2026	Jack Weymouth	AP	209.00
191718	2/11/2026	Robert Wraught	AP	202.26
191719	2/11/2026	Xerox Corporation	AP	708.30
191720	2/11/2026	Zions Bank Enterprise Loan Operations	AP	200,000.00
191721	2/11/2026	ZW USA Inc	AP	2,204.85
9991996	2/11/2026	A Gem Supply Inc	AP	77.34
9991997	2/11/2026	Air Comfort	AP	686.00
9991998	2/11/2026	Analytical Laboratories Inc	AP	16,360.00
9991999	2/11/2026	Crane Alarm Service	AP	363.00
9992000	2/11/2026	D and B Supply Company	AP	1,466.58
9992001	2/11/2026	Electrical Wholesale Supply Co Inc	AP	313.06
9992002	2/11/2026	Fire Extinguisher Co Inc	AP	2,146.00
9992003	2/11/2026	Gem State Paper and Supply Co	AP	3,660.41
9992004	2/11/2026	Good Year/Wingfoot Commercial Tire	AP	54.44
9992005	2/11/2026	Gordon Truck Centers Inc	AP	1,121.40
9992006	2/11/2026	Interwest Supply	AP	294.60
9992007	2/11/2026	Norco Inc	AP	195.77
9992008	2/11/2026	Quality Trailer Works Inc	AP	339.95
9992009	2/11/2026	Specialty Construction Supply	AP	13,305.00
0	2/13/2026	Caldwell Flex Plan	AP	10,178.40
0	2/13/2026	Caldwell Health Care Pl Trust	AP	291,474.30
0	2/13/2026	EFTPS IRS withdraw DO NOT CASH	AP	249,742.11
0	2/13/2026	Idaho State Tax Commission	AP	39,252.64
0	2/13/2026	PERSI Fire Voluntary Retiremnt	AP	21,769.34
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0	2/13/2026	Public Employee Retirement	AP	202,904.34
0	2/13/2026	Washington State Support Registry	AP	270.34
191722	2/13/2026	American Family Life Assurance	AP	654.93
191723	2/13/2026	Business Planning Concepts Inc	AP	240.00
191724	2/13/2026	Caldwell Fraternal Order of Police Lodge	AP	1,843.00

191725	2/13/2026	California State Disbursement Unit	AP	468.91
191726	2/13/2026	City Of Caldwell Treasurer	AP	2.50
191727	2/13/2026	Colonial Life and Accident Insurance Cor	AP	2,380.94
191728	2/13/2026	Idaho Child Support Receipting	AP	733.34
191729	2/13/2026	Int l Firefighters LAFF 1821	AP	4,014.25
191730	2/13/2026	Montana CSSD	AP	299.76
191731	2/13/2026	Nationwide Retirement Solutions	AP	12,255.19
191732	2/13/2026	Northwest Firefighters Benefits Trust	AP	85,177.92
191733	2/13/2026	Ohio Child Support Payment Central	AP	235.38
191734	2/13/2026	United Heritage Life Insurance Company	AP	6,477.15
191735	2/13/2026	Willamette Dental Group	AP	2,206.11
191736	2/13/2026	WSCFF Employee Benefit Trust	AP	7,100.00
191737	2/18/2026	1st Choice Home Stays LLC	AP	193.17
191738	2/18/2026	Acrisure West Insurance Services LLC	AP	1,536.50
191739	2/18/2026	Acushnet Company	AP	476.00
191740	2/18/2026	Adrian Steel of Idaho	AP	9,255.00
191741	2/18/2026	Advanced Control Systems LLC	AP	5,374.10
191742	2/18/2026	Anthony Agundez	AP	74.45
191743	2/18/2026	Air Supply and Pump LLC	AP	3,799.24
191744	2/18/2026	Conor or Adriana Alldredge	AP	85.02
191745	2/18/2026	Alliance Testing and Inspection LLC	AP	2,015.00
191746	2/18/2026	AME Electric Inc	AP	14,101.00
191747	2/18/2026	American Business Forms Inc	AP	267.77
191748	2/18/2026	Amplify Ventures Limited	AP	2,045.05
191749	2/18/2026	Lawrence Archuleta	AP	75.38
191750	2/18/2026	ASC Inc	AP	7,677.00
191751	2/18/2026	Audrie Askew or Dakota Whittaker	AP	89.22
191752	2/18/2026	Ashlee or Chase Barrera	AP	89.15
191753	2/18/2026	Beacon Plumbing and Mechanical Inc	AP	673.00
191754	2/18/2026	Benconnected Computer Services Inc	AP	479.76
191755	2/18/2026	Blackline Safety Corp.	AP	23,925.72
191756	2/18/2026	Boise Peterbilt Inc Caldwell Peterbilt	AP	7,661.46
191757	2/18/2026	Bound Tree Medical LLC	AP	696.27
191758	2/18/2026	Bowen Collins and Associates Inc	AP	62,400.33
191759	2/18/2026	333 Ranch LLC Bracco	AP	276.19
191760	2/18/2026	La Dawn Brown	AP	77.19
191761	2/18/2026	ByteSpeed LLC	AP	850.00
191762	2/18/2026	Cafferty's Cyclery	AP	920.58
191763	2/18/2026	Caldwell Auto Supply	AP	341.26
191764	2/18/2026	Caldwell Municipal Irrigation	AP	48,453.92
191765	2/18/2026	Caldwell True Value	AP	125.56
191766	2/18/2026	Jacquelyn Cameron	AP	69.18
191767	2/18/2026	Canyon County Ambulance District	AP	3,561.19
191768	2/18/2026	Canyon County Solid Waste	AP	7,620.50
191769	2/18/2026	Timoteo or Virginia Islas Castaneda	AP	37.19
191770	2/18/2026	Cate Equipment Solutions LLC	AP	1,495.33
191771	2/18/2026	CenturyLink	AP	447.30
191772	2/18/2026	Cintas Corporation No 3	AP	894.53
191773	2/18/2026	Cleveland Pet Hospital and Health Center	AP	2.00
191774	2/18/2026	Commercial Tire	AP	829.00
191775	2/18/2026	Main Street Auto Express Oil Corporate I	AP	128.41
191776	2/18/2026	David Evans and Associates Inc	AP	93,220.89
191777	2/18/2026	DEX Imaging LLC	AP	482.23
191778	2/18/2026	DrugFree Idaho	AP	529.00
191779	2/18/2026	Emergency Responders Health	AP	11,520.00
191780	2/18/2026	Express Employment Professionals	AP	2,992.58

191781	2/18/2026	Freeform-BII	AP	1,603.38
191782	2/18/2026	Ross Garven	AP	250.00
191783	2/18/2026	Goble Sampson and Associates Inc	AP	44.91
191784	2/18/2026	Sara Gomez	AP	47.46
191785	2/18/2026	Gordon GT and Associates LLC	AP	9,600.00
191786	2/18/2026	Grainger	AP	3,297.48
191787	2/18/2026	Gym Outfitters	AP	124.00
191788	2/18/2026	Hach Company	AP	7,388.50
191789	2/18/2026	HD Fowler Company	AP	598.76
191790	2/18/2026	HDR Engineering Inc	AP	25,468.25
191791	2/18/2026	Jose Hidalgo Hernandez or Alondra Heral	AP	13.87
191792	2/18/2026	Nicholas Hewitt or Amanda Lynn Lovew	AP	171.05
191793	2/18/2026	Hilty Bower Haws and Seable PLLC	AP	5,200.00
191794	2/18/2026	Home Depot Credit Services	AP	1,182.55
191795	2/18/2026	Idaho Asphalt Supply	AP	486.26
191796	2/18/2026	Idaho Boise Mission	AP	77.63
191797	2/18/2026	Idaho Power	AP	35,000.00
191798	2/18/2026	Idaho State Insurance Fund	AP	197,969.00
191799	2/18/2026	Integrity Pump Solutions Inc	AP	1,005.00
191800	2/18/2026	Kittelson and Associates Inc	AP	3,445.00
191801	2/18/2026	Daniel Lang	AP	86.45
191802	2/18/2026	Larsen Fire Apparatus Inc	AP	2,505.00
191803	2/18/2026	Les Schwab Tire Center	AP	867.35
191804	2/18/2026	Level 3 Communications LLC	AP	646.41
191805	2/18/2026	Angelica Manthei	AP	82.73
191806	2/18/2026	Mayors Youth Advisory Council	AP	500.00
191807	2/18/2026	MES I Acquisition Inc	AP	6,305.20
191808	2/18/2026	MetroQuip Inc	AP	8,014.55
191809	2/18/2026	Minuteman Lock and Security	AP	272.00
191810	2/18/2026	Kalen Moore	AP	60.00
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191813	2/18/2026	Heidy Munoz	AP	114.41
191814	2/18/2026	Kendra Occhipinti	AP	81.14
191815	2/18/2026	OpenGov Inc	AP	13,482.48
191816	2/18/2026	Orion Integration Group	AP	24,389.93
191817	2/18/2026	Oxarc Inc	AP	2,555.96
191818	2/18/2026	Pacific Northwest Section AWWA	AP	200.00
191819	2/18/2026	Patriot Epoxy and More LLC	AP	3,300.00
191820	2/18/2026	Personnel Plus	AP	3,822.81
191821	2/18/2026	Points Ranch Diamond P	AP	1,755.00
191822	2/18/2026	Tanya Prescott	AP	32.09
191823	2/18/2026	Recruiterbox Inc	AP	7,200.73
191824	2/18/2026	Republic Services	AP	692,418.44
191825	2/18/2026	Rosemary B Curtin Inc	AP	35,800.16
191826	2/18/2026	SAMG occupational Med Emerald	AP	300.00
191827	2/18/2026	Hunter Shaw	AP	70.00
191828	2/18/2026	Salina Simpson	AP	71.10
191829	2/18/2026	CHARLES SLEIGHT	AP	92.58
191830	2/18/2026	Smiths Lawn Mower Sales and Service	AP	240.92
191831	2/18/2026	Star Fire Protection District	AP	7,451.72
191832	2/18/2026	Stitch It Screen Printing and Embroidery	AP	1,077.00
191833	2/18/2026	Mazie or Kirk Stradley	AP	187.64
191834	2/18/2026	Trent or Kristina Sudbeck	AP	91.76
191835	2/18/2026	Tacoma Screw Products Inc	AP	477.16
191836	2/18/2026	Tapani Inc	AP	178,392.18

191837	2/18/2026	Erin Lee Ann Thornbrugh	AP	400.00
191838	2/18/2026	Thunder Mountain Tent and Canvas LLC	AP	32.00
191839	2/18/2026	Timber Creek Recycling LLC	AP	13,183.75
191840	2/18/2026	Top Gun Pest Control	AP	225.00
191841	2/18/2026	Treasure Valley Coffee Inc	AP	228.97
191842	2/18/2026	ULine	AP	242.45
191843	2/18/2026	United Muffler and Brake	AP	200.79
191844	2/18/2026	United Parcel Service Inc	AP	176.11
191845	2/18/2026	United Site Services A Company Inc	AP	285.29
191846	2/18/2026	Valli Information Systems	AP	20,993.60
191847	2/18/2026	Verizon Wireless	AP	766.14
191848	2/18/2026	Scott Wallace	AP	81.34
191849	2/18/2026	West Coast Paper	AP	21,371.50
191850	2/18/2026	West Valley Humane Society	AP	470.00
191851	2/18/2026	Gavin Williamson	AP	196.62
191852	2/18/2026	Witco Inc	AP	151.50
191853	2/18/2026	Woodys Outdoor Power	AP	30.54
191854	2/18/2026	Xerox Corporation	AP	359.68
191855	2/18/2026	Zions Bank	AP	248,328.65
9992010	2/18/2026	A Gem Supply Inc	AP	102.75
9992011	2/18/2026	Crane Alarm Service	AP	165.00
9992012	2/18/2026	D and B Supply Company	AP	1,095.22
9992013	2/18/2026	DuBois Chemicals Inc	AP	3,233.44
9992014	2/18/2026	Electrical Wholesale Supply Co Inc	AP	2,048.21
9992015	2/18/2026	ESO Solutions Inc	AP	17,949.48
9992016	2/18/2026	Fairbank Equipment, Inc.	AP	499.49
9992017	2/18/2026	Fire Extinguisher Co Inc	AP	112.00
9992018	2/18/2026	Idaho Press Tribune	AP	125.92
9992019	2/18/2026	L N Curtis and Sons	AP	10,345.17
9992020	2/18/2026	Norco Inc	AP	1,018.17
9992021	2/18/2026	Specialty Construction Supply	AP	980.00

Total Check Count: 413

Total Check Amount: 3,930,488.63