Regular City Council Meeting
(City Hall - Chambers Room #100)
July 6, 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 at 5:30pm

1. Caldwell Night Rodeo report/discussion

Invocation

Pledge of Allegiance to the Flag

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

Special Presentation
Special Presentation

1. Public Works: Project Update - Kimball Bridge Project

2. Public Works: Weather Event Discussion

3. Roger Brooks contract completion presentation - Caldwell Chamber of Commerce

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.

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. Approve Resolution authorizing construction of a new Dissolved Air Flotation Thickening (DAFT) facility and related Wastewater Treatment Plant (WWTP) improvements

3. Approve Resolution for the dedication of sewer and water main lines as part of the Farmway Road Improvements project

4. Approve Resolution for the dedication of sewer, water, pressure irrigation, storm drain and streetlight facilities in the Solstice Subdivision

5. Approve Resolution requesting dedication of water main line facilities within the LS Ranch Subdivision, Phase No. 4

6. Approve Resolution authorizing the Wastewater Treatment Plant (WWTP) Chemical Addition and Flocculation Filter building upgrade

7. Approve the updated real estate lease agreement with Canyon County for the Caldwell Events Center and the Canyon County Fairgrounds

8. Approve Resolution authorizing the Memorandum of Understanding (MOU) between the Caldwell Police Department and the Federal Bureau of Investigation for participation in the Counter Unmanned Aircraft Systems Task Force (FBI CUTF)

9. Approve the Award of Proposal with Cushing Terrell in the amount of $15,000 for professional design services for the second floor renovations at the Nancolas Center

10. Approve Resolution to reject all current bids for the Lions Park Improvements Project.

11. Approve the Findings of Facts and Conclusions of Law for Tuscan Ridge No. 1 Final Plat (SFP26-000003).

12. Approve the Findings of Facts and Conclusions of Law for Aviary Heights Subdivision (DEV25-000009, PUD25-000004, SPP25-000013).

13. Approve the Findings of Facts and Conclusions of Law for denial of Sotera Subdivision (DEV26-000001, SPP26-000001, ZON26-000001).

14. Approve Resolution authorizing the transfer of $1,785,094.53 from the Roadway Trust Fund to the Street Fund for street right-of-way projects in progress for FY2026

15. Approve the reappointment of Chuck Stadick to the Caldwell Urban Renewal Board for a term to expire on June 30, 2031

16. Approve the reappointment of Zack Brooks to the Caldwell Urban Renewal Board for a term to expire on June 30, 2031

17. Approve Resolution authorizing the Award of Contract for the construction of Test Well 25 to Riverside Equipment Services LLC in the amount of $299,420.00

18. Approve Amendment No. 3 to the Professional Services Agreement between City of Caldwell and Bowen Collins & Associates, Inc. for the Well 17 Zone 2 Boosters and Transmission project

19. Approve Resolution for a Deferral Agreement with Gennady Babichenko for frontage improvements on 205 W Logan Street.

20. Approve acceptance of a Quitclaim Deed from Gennaday Babichenko for Right-of-Way across the frontage of 250 W. Logan

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 Number DEV25-000010, SPP25-000019:** The applicant, Tiffany Llanos, on behalf of BST Dev LLC, is requesting a development agreement modification to the previously approved development agreement for Covington Square, and preliminary plat approval for Covington Square Subdivision, a residential subdivision with ~~59~~ 48 single-family lots. The site is designated as a Neighborhood-2 place-type within the Comprehensive Plan. The 14.89 acre development is located on the south side of W. Linden St., east side of Farmway Rd., and the west side of Dorman Ave., approximately 275 feet east of the intersection with Farmway Rd., in Caldwell, Idaho. *This application was recommended for approval at the April 28, 2026, Hearing Examiner meeting and continued from the June 1, 2026 City Council meeting.*

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. **ACTION ITEM: Public Hearing (Quasi-Judicial): Case Number SPP25-000008, ZON25-000004:** The applicant, The Land Architect LLC, on behalf of Patriots Landing LLC, is requesting a rezone of parcels R0266001100, R0266001000, and R02660010A0 from R-1 to R-2. Additionally, the applicant is requesting approval of a preliminary plat for Patriot's Landing Subdivision, a residential subdivision with 12 buildable lots, which will include eleven (11) duplex structures and one (1) detached single family residential unit. The 3.28 acre site is identified as Neighborhood 2 in the Future Land use Map and is located on the Northeast side of Interstate-84, approximately 1,800 feet from the Franklin St. exit. *This application was recommended for approval at the May 26, 2026, Hearing Examiner meeting.*

2. **ACTION ITEM:** Consider Bill No. 67 (Ordinance No. 3719) associated with ZON25-000004, with a request to move for its passage by title only and approve the summary for publication.

3. Consider request from the Caldwell Police Department for additional funding in the amount of $30,924.59 to provide necessary repairs to the MATV armored vehicle in their fleet

4. Consider Bill No. 23, Ordinance No. 3757 for annexation of Cirrus Point West Subdivision into the Caldwell Municipal Irrigation District

5. Consider Bill No. 22, Ordinance No. 3756 for annexation of Chickasaw Subdivision Phase 1 into the Caldwell Municipal Irrigation District, and approve the summary for publication

6. 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.

Memorandum

To:

City Council

Meeting Date:

July 6, 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:
GL Account:
Timeline:
Department:
Project Manager:

Attachments:

None

Memorandum

To:

City Council

Meeting Date:

July 6, 2026

Item Name:

Approve Resolution authorizing construction of a new Dissolved Air Flotation Thickening (DAFT) facility and related Wastewater Treatment Plant (WWTP) improvements

Summary Statement:

This project will construct a new 1,000-square-foot concrete masonry building to house a 20-foot diameter DAFT unit, along with associated support systems assigned to the contractor by the owner. The work also includes piping, pumps, HVAC, electrical infrastructure, partial installation in the existing Blower/Solids Handling Building, and minor roadway modifications adjacent to the new facility.

Upon completion, the new DAFT unit will provide both necessary redundancy and increased capacity for WAS in the system. Aging infrastructure, including the existing WAS pumps, have made this upgrade critically necessary for consistent operation of the DAFT units (the existing unit and the new unit proposed by this memo).

This infrastructure upgrade is consistent with the 2016 Caldwell Wastewater Facility Planning Study (FPS) (JUB Engineers and Carollo Engineers) and the WWTP Facility Planning Study, completed in April 2025 (Keller Associates).

The City of Caldwell WWTP treats the wastewater generated by the City of Caldwell, with a population of approximately 79,000. As growth continues across the city, WWTP must continue efforts to upgrade the complex to meet capacity and meet regulatory compliance expectations.

Recommended Action:

The Public Works Department recommends that Council and Mayor execute public works construction of a new Dissolved Air Flotation Thickening (DAFT) Building for Waste Activated Sludge (WAS) Thickening Improvements at the WWTP by GSE Construction Company, Inc., for $2,660,700.00

Budget: Finance Review

Budgeted

Cost: $2,660,700
GL Account: 72-8-27-200-87500
Timeline: July, 2026 - July, 2027
Department:
Project Manager:

Attachments:

1. Caldwell WAS Thickener_Award Recommendation_2026_06_17
2. MEMORANDUM-- WAS Thickening Improvements DAFT Building Construction
3. Resolution--WAS Thickening Improvements DAFT Building Construction
4. Notice of Award GSE
5. [GSE Construction Company Inc.] Response Document Report (1)
6. 00 52 13 - AGREEMENT (EJCDC C-520-2018) for GSE

June 17, 2026

Alex Schoonen
Caldwell Wastewater Engineer
City of Caldwell
621 Cleveland Blvd
Caldwell, Idaho 83605

Subject: Caldwell WAS Thickening Improvements
Bid Review

Dear Mr. Schoonen:

The purpose of this letter is to report on HDR Engineering, Inc.'s (HDR's) review of construction contract bid results for the Caldwell Waste Activated Sludge (WAS) Thickening Project. The bid documents were advertised via the City's online procurement portal (OpenGov) on April 22, 2026, with a bid date of May 25, 2026. The Project's bid date was changed via addendum to June 2, 2026. There were four (4) total addenda to the documents. The bid review findings are presented in the following paragraphs and tables.

BID RESULTS

Six bids were received for the WAS Thickening Project. All bidders acknowledged the four addendums, included a 5 percent bid bond, and provided a signed submittal. The bids arranged from low to high are shown in Table 1 below.

Table 1: Caldwell WAS Thickening Bid Summary

Bidder	Bid Amount
Desert View Construction, Inc.	$2,147,126.00
GSE Construction Company, Inc.	$2,660,700.00
The Ewing Company, Inc.	$2,870,739.04
Stroth General, LLC	$3,383,091.10
McAlvain Water	$3,430,963.00
Award Construction, Inc.	$3,478,466.10

EVALUATION OF BIDS

The low bid by Desert View Construction, Inc. (Desert View) was significantly lower than the second bid. HDR called Desert View on June 4, 2026 to discuss their bid, and Desert View (represented by the company's president, Benji Young) stated the contingency amount of $245,000 for allowances was not included in the lump sum bid price. HDR noted that Article 3.01.B within the Bid Form clearly states that the contingency amount for allowances shall be included in the Lump Sum Bid Price. Upon City of Caldwell review and follow up discussions with all involved parties (City of Caldwell, HDR, and Desert View), Desert View withdrew their bid due to this bidding error.

The engineer's opinion of probable construction cost was $3.78M. Of the five remaining bids received, all were less than the engineer's estimate. The lowest two bids and the top three bids were clustered close together, separated by about 20 percent. The low bid by GSE Construction Company, Inc. (GSE) and second lowest bid by The Ewing Company, Inc. (Ewing) were separated by approximately 7 percent.

LOW-BIDDER EVALUATION

GSE Construction Company, Inc. is an Idaho licensed contractor (Idaho RCE 026972). GSE listed three subcontractors performing specialty work on the project as required by Idaho Code. The categories listed on the bid form included:

- Plumbing – Trademasters Construction LLC (license: PLB-C-13267)
- HVAC – Trademasters Construction LLC (license: HVC-C-10113)
- Electrical – Pacific Northern Environmental LLC (dba Advanced Electrical Technologies (license: ELE-C-045965)

A qualifications package was sent by GSE with their bid. GSE was formed 46 years ago in California. The business has been in Idaho 10 years under the direction of Joeti Klien, PE. The business has about 200 employees and does about $150M of construction work per year.

GSE's current projects include water/wastewater projects for the City of Driggs ($0.93M), City of Filer ($1.4M), City of Jerome ($0.34M), and City of Gooding ($2.8M). Other projects completed in the last five years include, Eastern Idaho Regional Sewer District ($49.8M, completion in 2025), City of Gooding ($15.8M, completion in 2024), and City of Heyburn ($5.7M, completion in 2021). The proposed project manager, Joeti Klein, and project superintendent, Dan Rothbard, are both experienced and qualified as shown by their project references and years of experience. GSE's workers compensation rating is generally less than 1.0 and indicates a better-than-average safety record.

The low bidder GSE is an experienced wastewater public works contractor. HDR is familiar with the contractor based upon HDR projects completed at Hailey and Heyburn wastewater treatment plants.

CONCLUSION

Based on the evaluation of the bids described above, it is recommended that the City of Caldwell award the WAS Thickening Improvements Project construction contract to the low bidder, GSE, for the bid amount of $2,660,700. Next steps are Caldwell City Council approval and issuance of Notice of Award. Following the Notice of Award, the City of Caldwell will send the Agreement to GSE and request return with the required performance and payment bonds and certificate of insurance.

Please call if you have any questions (208-387-7240).

Sincerely,
HDR ENGINEERING, INC.



Matt Shroll, P.E.
Project Manager

Enclosure

cc: Tony Harmon/City of Caldwell
Brad Bjerke/HDR Construction Manager

MEMORANDUM

TO: Caldwell City Council

Meeting Date July 13th **, 20** 26

AGENDA ITEM INFORMATION

SUBJECT:

Approve public works construction of a new Dissolved Air Flotation Thickener (DAFT) Building for Waste Activated Sludge (WAS) Thickening Improvements at the Wastewater Treatment Plant (WWTP) by GSE Construction Company, Inc., for $2,660,700.00

Department Submittals	***X to mark***	***Initials***
Building Department		
CDBG		
Clerk		
City Attorney		
Finance Department		
Human Resources		
Planning & Zoning		
Fire Department		
Police Department		
Public Works	X	TH, AS
Street Department		
Water Department		
WWTP	X	AA, AZ, ML
Engineering		
Mapping		
Parks and Recreation		
Airport		
Information Systems		
Golf Course		
OTHER:		

COST IMPACT: $2,660,700.00

FUNDING SOURCE: 72-8-27-200-87500

TIMELINE: July 2026 - July, 2027

FINANCE REVIEW: ☑ ***BUDGETED:*** ☑ ***NOT BUDGETED:*** ☐

SUMMARY STATEMENT:

This project will construct a new 1,000-square-foot concrete masonry building to house a 20-foot diameter DAFT unit, along with associated support systems assigned to the contractor by the owner. The work also includes piping, pumps, HVAC, electrical infrastructure, partial installation in the existing Blower/Solids Handling Building, and minor roadway modifications adjacent to the new facility.

Upon completion, the new DAFT unit will provide both necessary redundancy and increased capacity for WAS in the system. Aging infrastructure, including the existing WAS pumps, have made this upgrade critically necessary for consistent operation of the DAFT units (the existing unit and the new unit proposed by this memo).

This infrastructure upgrade is consistent with the 2016 Caldwell Wastewater Facility Planning Study (FPS) (JUB Engineers and Carollo Engineers) and the WWTP Facility Planning Study, completed in April 2025 (Keller Associates).

The City of Caldwell WWTP treats the wastewater generated by the City of Caldwell, with a population of approximately 79,000. As growth continues across the city, WWTP must continue efforts to upgrade the complex to meet capacity and meet regulatory compliance expectations.

RECOMMENDED ACTION:

The Public Works Department recommends that Council and Mayor execute public works construction of a new Dissolved Air Flotation Thickening (DAFT) Building for Waste Activated Sludge (WAS) Thickening Improvements at the WWTP by GSE Construction Company, Inc., for $2,660,700.00

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CALDWELL, IDAHO approving construction of a new Dissolved Air Flotation Thickening (DAFT) facility and related Wastewater Treatment Plant (WWTP) improvements for redundancy, added Waste Activated Sludge (WAS) capacity, and improved reliability of aging infrastructure. This project is to be constructed from July 2026 – July 2027, by GSE Construction Company, Inc., for $2,660,700.00

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Caldwell, Idaho, to execute public works construction of a new DAFT Building for Waste Activated Sludge (WAS) Thickening Improvements at the WWTP by GSE Construction Company, Inc., for $2,660,700.00

PASSED BY THE COUNCIL of the City of Caldwell, Idaho this _____ day of _____ 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho this _____ day of _____ 2026.

Approved

By _____

Mayor

ATTEST:

By _____

City Clerk

SECTION 00 51 16

NOTICE OF AWARD

Date of Issuance:	July 6, 2026		
Owner:	City of Caldwell, Idaho	Owner's Contract No.:	
Engineer:	HDR Engineering, Inc.	Engineer's Project No.:	10405116
Project:	Waste Activated Sludge Thickening Improvements	Contract Name:	City of Caldwell WAS Thickening Improvements

Bidder: GSE Construction Company, Inc.

Bidder's Address: 7633 Southfront Rd, Suite 160, Livermore, CA 94551

TO BIDDER:

You are notified that Owner has accepted your Bid dated June 2, 2026 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Construction of an approximately 1,000-ft^2 concrete masonry building, which will house a new 20-foot diameter dissolved air flotation thickener (DAFT) unit. A DAFT unit and support systems have been procured by the Owner; the contract for this DAFT unit and support systems will be assigned to the Contractor. Work includes associated piping, pumps, heating ventilation and air conditioning (HVAC), and supporting electrical infrastructure. A portion of the new equipment will be housed within the existing Blower/Solids Handling Building. Minor modifications to the existing roadway adjacent to the new building will be required.

The Contract Price of the awarded Contract is: $ 2,660,700.00

One (1) unexecuted counterpart of the Agreement accompanies this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award (transmitted to Bidder electronically).

Please deliver within 15 days of the date of this Notice of Award:

1. Deliver to Owner one (1) counterpart of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *(e.g., performance and payment bonds)* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): None

Failure to comply with these conditions within the time specified will entitle Owner to consider the Bidder listed above in default, annul this Notice of Award, and declare the Bid security forfeited.

Within ten days after all conditions above have been satisfied, Owner will return one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Caldwell, Idaho

By: Alexander Schoonen

(Authorized Signature)

Wastewater Engineer

Title

Date: 6/29/2026

(Authorized Signature)

Title

Copy: Alex Schoonen, City of Caldwell, Wastewater Engineer
Tony Harmon, City of Caldwell, Deputy Public Works Director
Matthew Shroll, HDR Engineering, Inc.
Hallie Hart, ~~City~~ Public Works Director

[GSE CONSTRUCTION COMPANY INC.] RESPONSE DOCUMENT REPORT

IFB No. TBD

City of Caldwell WAS Thickening Improvements DAFT Building Construction

RESPONSE DEADLINE: June 2, 2026 at 4:00 pm

Report Generated: Monday, June 15, 2026

GSE Construction Company Inc. Response

CONTACT INFORMATION

Company:
GSE Construction Company Inc.

Email:
estimating@gseconstruction.com

Contact:
MeliAna Rodrigues

Address:
7633 Southfront Road, Suite 160
Livermore, CA 94551

Phone:
(925) 447-0292

Website:
N/A

Submission Date:
Jun 2, 2026 3:44 PM (Mountain Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed May 20, 2026 12:31 PM by Vina Ontiveros

Addendum #2
Confirmed May 20, 2026 12:31 PM by Vina Ontiveros

Addendum #3
Confirmed May 26, 2026 11:22 AM by Vina Ontiveros

Addendum #4
Confirmed Jun 2, 2026 8:54 AM by Vina Ontiveros

QUESTIONNAIRE

1. Business Type*
Please indicate what type of business your company operates as.

A Corporation

2. Business Type Document**
Please the document provided here and sign the proper section, or have the proper section signed (as applicable), and upload back here as part of your submittal.

- Business_Type.docx

Business_Type.pdf

3. WH-5 Tax Form*
Upload a completed WH-5 Tax Form

WH_5.pdf

4. Contractor's License Number*

Please enter your Contractor's License Number as issued to participate on Public Works Projects within the State of Idaho.

026972

5. Bid Bond*

Please download the bid bond form, complete it as required, and then upload the completed version and all associated documents for a fully valid bid bond. (Section 00 43 13 of attached Volume 1)

IMPORTANT

Surety companies executing BONDS must appear on the Treasury Department's most current list and be authorized to transact business in the state where the project is located.

- Bid_Bond.pdf

Scanned_Bid_Bond.pdf

6. Bid Document(s)

Upload form 00 41 13 and any other documents you wish to submit with your bid or that have been noted as required.

Scanned_Bid_Docs.pdf

7. Representations*

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all Bidding Documents including Addenda (receipt of all addenda must be acknowledged);

BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing the Work;

BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the technical data contained in such reports and drawings upon which BIDDER is entitled to rely;

BIDDER assumes responsibility for obtaining and carefully studying all examinations, investigations, explorations, tests and studies in addition to or to supplement those referred to in (c) above which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes;

BIDDER has reviewed and checked all information and data shown or indicated on the Plans and Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location and protection of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents;

BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents;

BIDDER has given CITY ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by CITY ENGINEER is acceptable to BIDDER;

This Bid is genuine and not made in the interest of or on behalf of an undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

Party submitting this bid confirms that they are authorized to do so by the Company noted in this bid and has uploaded any signed documents required to show such authority.

Confirmed

BIDDER shall sign in the appropriate block below:

An Individual

By: N/A Date: N/A

(Individual's Name)

Phone: N/A Address: N/A

N/A

(Business Name)

A Partnership

By: N/A Date: N/A

(Firm's Name)

N/A Phone: N/A

(Business Address)

N/A N/A

(General Partner) (Partner)

N/A N/A

(Partner) (Partner)

A Corporation

By: GSE Construction Company Phone: (925) 447- 0292

(Corporation Name)

State of Inc. California Address: 7633 Southfront Rd., Ste.160 Livermore, CA 94551

By: Title: Dennis Gutierrez, President

(Corporate Seal)

Attest: Vina Ontiveros Date: 6/2/2024

Vina Ontiveros, Assistant Secretary

A Joint Venture[1]

By: N/A
(Business)

Name: N/A

Address: N/A

Phone: N/A

By: N/A
(Business)

Name: N/A

Address: N/A

Phone: N/A

1 - (Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture shall be in the manner indicated above.)

IDAHO
State Tax Commission

Form WH-5
Public Works Contract Report

Contractors awarded Idaho public works contracts must submit this form to the Tax Commission within 30 days of receiving the award. (Idaho Code sections 54-1904A and 63-3624(g)).

Contract awarded by (public body and address)

City of Caldwell, 205 S 6th Ave, Caldwell, ID 83605

Contract awarded to (contractor's name and address)

GSE Construction Company Inc., 7633 Southfront Rd., Ste. 160, Livermore, CA 94551

State of incorporation	Federal Employer Identification Number (EIN)	Date qualified to do business in Idaho
CA	94-2667247	09/12/2006

Business operates as: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ LLC

Public works contractor license number: 026972-UNLIMITED-1-5

Sole proprietor's Social Security number	Idaho sellers permit number	Idaho withholding tax permit number
		366418

Awarding agency project number	Amount of contract
	$ N/A; Will complete upon award

Description and location of work to be performed

Project Dates

Scheduled project start date: _____ Completion date: _____

If the following information isn't available at this time, please enter date it will be: _____

All Subcontractors

Name	Federal EIN
N/A; Will complete upon reward	
Address	Public works contractor license number

City	State	ZIP Code	Amount of subcontract
			$

Description of work

Name	Federal EIN
Address	Public works contractor license number

City	State	ZIP Code	Amount of subcontract
			$

Description of work

Name	Federal EIN
Address	Public works contractor number

City	State	ZIP Code	Amount of subcontract
			$

Description of work

Name	Federal EIN
Address	Public works contractor license number

City	State	ZIP Code	Amount of subcontract
			$

Description of work

All Subcontractors (*continued*)

Name	Federal EIN
N/A; Will complete upon award	
Address	Public works contractor license number
City / State / ZIP Code	Amount of subcontract $
Description of work	

Name	Federal EIN
Address	Public works contractor license number
City / State / ZIP Code	Amount of subcontract $
Description of work	

Name	Federal EIN
Address	Public works contractor license number
City / State / ZIP Code	Amount of subcontract $
Description of work	

Suppliers

List your major suppliers of materials, equipment, and supplies. Include items removed from inventory and items provided to you by the government agency for use in this project.

Name	Federal EIN	Total value
N/A; Will complete upon award		$
Address	Materials and equipment purchased and used	
City, State, ZIP Code / Phone number	Please select how sales or use tax was paid. ☐ Tax paid to supplier ☐ Tax paid to state* ☐ No tax was paid	

Name	Federal EIN	Total value
		$
Address	Materials and equipment purchased and used	
City, State, ZIP Code / Phone number	Please select how sales or use tax was paid. ☐ Tax paid to supplier ☐ Tax paid to state* ☐ No tax was paid	

Name	Federal EIN	Total value
		$
Address	Materials and equipment purchased and used	
City, State, ZIP Code / Phone number	Please select how sales or use tax was paid. ☐ Tax paid to supplier ☐ Tax paid to state* ☐ No tax was paid	

*If you're reporting any untaxed materials, equipment, or supplies as "items subject to use tax" on your Idaho return, provide the period when you did or will report it: _____

If you paid tax to a state other than Idaho, write the name state next to "total value" boxes, above. For any tax due that you haven't reported yet, include payment with this form. You can make copies of this form is you need more room.

Sign Here	Authorized signature	Print name	Phone number	Date
		Dennis Gutierrez	(925) 447- 0292	06/01/2026

File with the Idaho State Tax Commission, PO Box 36, Boise ID 83722-0410

For more information, call (208) 334-7618 | Fax: (208) 332-6619 | Email: **contractdesk@tax.idaho.gov**

SECTION 00 43 13

BID BOND (PENAL SUM FORM)

Bond No. 975GS980

Bidder	**Surety**
Name: GSE Construction Company, Inc. Address *(principal place of business)*: 7633 Southfront Road, Suite 160 Livermore, CA 94551	Name: Fidelity and Deposit Company of Maryland Address *(principal place of business)*: 1299 Zurich Way Schuamburg, IL 60196
Owner	**Bid**
Name: City of Caldwell Address *(principal place of business)*: 621 Cleveland Boulevard Caldwell, ID 83605	Project *(name and location)*: City of Caldwell Wastewater Treatment Plant Waste Activated Sludge Thickening Improvements 208 Johnson Lane Caldwell, Idaho 83605 Bid Due Date: May 26, 2026

Bond

Penal Sum: Five Percent (5%) of the Total Bid Amount

Date of Bond: May 20, 2026

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
GSE Construction Company, Inc. *(Full formal name of Bidder)*	Fidelity and Deposit Company of Maryland *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: Dennis Gutierrez *(Printed or typed)*	Name: Stanley J. Matranga *(Printed or typed)*
Title: President	Title: Attorney-In-Fact
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title:	Title:

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

EJCDC® C-430, Bid Bond (Penal Sum Form).
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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
   3.2. All Bids are rejected by Owner, or
   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Stanley J. MATRANGA and Eric V. MATRANGA, both of Granite Bay, California,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 16th day of April A.D. 2025.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: Christopher Nolan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 16th day of April A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 27 day of April, 2026.

Colonial American Casualty and Surety Company CORPORATE SEAL

ZURICH AMERICAN INSURANCE COMPANY CORPORATE SEAL 1877 NEW YORK

Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Placer)

On April 27, 2026 before me, Eric Matranga, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Stanley J. Matranga
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

ERIC MATRANGA
Notary Public - California
Placer County
Commission # 2548331
My Comm. Expires Mar 8, 2030

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Alameda)

On May 27, 2026 before me, MeliAna Kanani Rodrigues - Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Dennis Gutierrez
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

MELIANA KANANI RODRIGUES
Notary Public - California
San Joaquin County
Commission # 2500199
My Comm. Expires Sep 20, 2028

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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SECTION 00 41 13
BID FORM

For Construction Contract
City of Caldwell
Waste Activated Sludge Thickening Improvements

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1— OWNER AND BIDDER

1.01 This Bid is submitted to: City of Caldwell ("Owner"); Attention: Alex Schoonen, Wastewater Engineer; 621 Cleveland Boulevard, Caldwell, ID, 83605.

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2— ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors and associated license numbers (table in this Bid Form);

C. Evidence of authority to do business in the state of the Project; and

D. Contractor's license number as evidence of Bidder's State Contractor's License with the Class commensurate with the value of the Work.

ARTICLE 3— BASIS OF BID—LUMP SUM BID

3.01 *Lump Sum Bids*

A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum price:

1. Lump Sum Price (Single Lump Sum)

Lump Sum Bid Price (in numbers)	$2,382,223.90
Lump Sum for Purchase of Assigned Goods (less 30% prepaid by Owner)	$278,476.10
Lump Sum Bid Price (in numbers; row 1 + row 2)	$2,660,700

(written amount of Lump Sum Bid Price in row 3 above)

B. All specified contingency allowances are included in Lump Sum Bid Price set forth above, and will be managed in accordance with Paragraph 13.02 of the General Conditions.

Lump Sum Contingency Allowance 1 for Special Inspections and Testing	$65,000
Lump Sum Contingency Allowance 2 for Waste Activated Sludge (WAS) Thickening Improvements for Work Changes	$60,000
Lump Sum Contingency Allowance 3 for DAFT Tank Manufacturer Welding and Field Services	$120,000
Total for all Lump Sum Contingency Allowances (Lump Sum Contingency Allowance 1 + Lump Sum Contingency Allowance 2 + Lump Sum Contingency Allowance 2)	$245,000

ARTICLE 4— TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5— BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, SUBCONTRACTOR'S LIST, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Subcontractors List*

A. As required by Idaho Statute (67-2310), Contractor shall list "self" and appropriate specialty license number or Subcontractor name, address, and license number.

Discipline	Name and Address	License No.
Plumbing	Trademasters Construction 1808 W. Sahara Dr. Kuna ID 83634	PLB-C-13267
HVAC	Trademasters Construction 1808 W. Sahara Dr. Kuna ID 83634	HVC-C-10113
Electrical	Pacific Northern Environmental LLC DBA Advanced Electrical Technologies 720 S. Kit.. Caldwell. ID 83605	ELE-C-045965

5.04 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	05/07/2026
2	05/14/2026
3	05/21/2026
4	05/28/2026

ARTICLE 6— BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:

a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

GSE Construction Company Inc.
(typed or printed name of organization)

By: 
(individual's signature)

Name: Dennis Gutierrez
(typed or printed)

Title: President
(typed or printed)

Date: 6/2/2026
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: 
(individual's signature)

Name: Vina Ontiveros
(typed or printed)

Title: Assistant Secretary
(typed or printed)

Date: 6/2/2026
(typed or printed)

Bidder's Address for giving notices:

7633 Southfront Rd., Ste. 160
Livermore, CA 94551

Bidder's Contact Person:

Name: Joeti Klein
(typed or printed)

Title: Vice President
(typed or printed)

Phone: (925) 447- 0292

Email: estimating@gseconstruction.com

Address: 401 Gooding St. N, Ste. 203
Twin Falls, ID 83301

Bidder's Contractor License No.: (if applicable) 026972

SECTION 00 43 13

BID BOND (PENAL SUM FORM)

Bond No. 975GS980

Bidder	**Surety**
Name: GSE Construction Company, Inc. Address *(principal place of business)*: 7633 Southfront Road, Suite 160 Livermore, CA 94551	Name: Fidelity and Deposit Company of Maryland Address *(principal place of business)*: 1299 Zurich Way Schuamburg, IL 60196
Owner	**Bid**
Name: City of Caldwell Address *(principal place of business)*: 621 Cleveland Boulevard Caldwell, ID 83605	Project *(name and location)*: City of Caldwell Wastewater Treatment Plant Waste Activated Sludge Thickening Improvements 208 Johnson Lane Caldwell, Idaho 83605 Bid Due Date: May 26, 2026

Bond

Penal Sum: Five Percent (5%) of the Total Bid Amount

Date of Bond: May 20, 2026

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
GSE Construction Company, Inc. *(Full formal name of Bidder)*	Fidelity and Deposit Company of Maryland *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: Dennis Gutierrez *(Printed or typed)*	Name: Stanley J. Matranga *(Printed or typed)*
Title: President	Title: Attorney-In-Fact
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title:	Title:

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

EJCDC® C-430, Bid Bond (Penal Sum Form).
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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
   3.2. All Bids are rejected by Owner, or
   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Stanley J. MATRANGA and Eric V. MATRANGA, both of Granite Bay, California,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 16th day of April A.D. 2025.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: Christopher Nolan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 16th day of April A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 27 day of April, 2026.



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Placer)

On April 27, 2026 before me, Eric Matranga, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Stanley J. Matranga
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

ERIC MATRANGA
Notary Public - California
Placer County
Commission # 2548331
My Comm. Expires Mar 8, 2030

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Alameda)

On May 27, 2026 before me, MeliAna Kanani Rodrigues - Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Dennis Gutierrez
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

MELIANA KANANI RODRIGUES
Notary Public - California
San Joaquin County
Commission # 2500199
My Comm. Expires Sep 20, 2028

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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SECTION 00 45 13

QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 The Qualifications Statement shall be completed by the apparent low-bidder.

A. Provide contact information for the Business:

Legal Name of Business:	GSE Construction Company Inc.		
Corporate Office			
Name:	Dennis Gutierrez	Phone number:	(925) 447- 0292
Title:	President	Email address:	estimating@gseconstruction.com
Business address of corporate office:	7633 Southfront Rd., Ste. 160 Livermore, CA 94551		
Local Office			
Name:	Joeti Klein	Phone number:	(925) 447- 0292
Title:	Vice President	Email address:	estimating@gseconstruction.com
Business address of local office:	401 Gooding St N Ste. 203 Twin Falls, ID 83301		

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☒ Corporation		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1. N/A		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	06/16/1980	State in which Business was formed:	CA
Is this Business authorized to operate in the Project location?	☒ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:	N/A	Affiliation:	N/A
Address:	N/A		
Name of business:		Affiliation:	

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Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Dennis Gutierrez	Title:	President
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$ Unlimited
Name:	Nate Jones	Title:	CEO
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$ Unlimited
Name:	Richard Harte	Title:	COO
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$ Unlimited
Name:	Mario Lozano, Joeti Klein & M. Justin Blickle	Title:	Vice President

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	Public Works Contractor- Class Umlimited		
Licensing Agency:	Division of Occupational and Professional Licenses		
License No:	026972	Expiration Date:	09/30/2026
Name of License:	General Contractor Registration		
Licensing Agency:	Division of Occupational and Professional Licenses		
License No:	RCE- 28959	Expiration Date:	09/30/2026

ARTICLE 3—SAFETY

3.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Tim Almberg	
Safety Certifications		
Certification Name	Issuing Agency	Expiration
Certified Health & Safety Technician	Board of Certified Safety Professionals	12/31/2026

3.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of

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the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2025			2024			2023		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
GSE Construction Company Inc.	0.89	2.95	203,229	1.02	2.58	232.950	0.77	1.33	149,836

ARTICLE 4—SURETY INFORMATION

4.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	(1) Fidelity and Deposit Company of Maryland (2) Matranga Bonds & Insurance Services		
Surety is a corporation organized and existing under the laws of the state of:		CA	
Is surety authorized to provide surety bonds in the Project location?		☒ Yes ☐ No	
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☐ Yes ☐ No			
Mailing Address (principal place of business):	(1) 525 Market St., Ste. 2900, San Francisco, CA 94105 (2) PO Box 425, Roseville. CA 95661		
Physical Address (principal place of business):	(1) 525 Market St., Ste. 2900, San Francisco, CA 94105 (2) PO Box 425, Roseville. CA 95661		
Phone (main):	(916) 474- 4227	Phone (claims):	(916) 474- 4227

ARTICLE 5—INSURANCE

5.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
See attached COI	
Are providers licensed or authorized to issue policies in the Project location?	☒ Yes ☐ No

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Does provider have an A.M. Best Rating of A-VII or better?			☒ Yes ☐ No
Mailing Address (principal place of business):	2300 Clayton Rd., Ste. 300 Concord, CA 94520		
Physical Address (principal place of business):	2300 Clayton Rd., Ste. 300 Concord, CA 94520		
Phone (main):	(415) 276- 2801	Phone (claims):	(860) 277- 0111

ARTICLE 6—CONSTRUCTION EXPERIENCE

6.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	200
Estimate of revenue for the current year:	$110,000,000
Estimate of revenue for the previous year:	$147,256,026

6.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:				
As a general contractor:	46	As a joint venturer:	N/A	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				
Been released from a bid in the past 5 years? ☐ Yes ☒ No				
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No				
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No				
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No				
Provide full details in a separate attachment if the response to any of these questions is Yes.				

6.03 List all projects currently under contract in Schedule A and provide indicated information.

6.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

6.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key

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individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 7—REQUIRED ATTACHMENTS

7.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Certification of Business's safety performance as required by Paragraph 3.02.

C. Attachments providing additional information as required by Paragraph 6.02.

D. Schedule A (Current Projects) as required by Paragraph 6.03.

E. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 6.04.

F. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 6.05.

G. Additional items as pertinent.

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This Statement of Qualifications is offered by:

Business: GSE Construction Company Inc.
(typed or printed name of organization)

By: 
(individual's signature)

Name: Dennis Gutierrez
(typed or printed)

Title: President
(typed or printed)

Date: 6/2/2026
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
(individual's signature)

Name: Vina Ontiveros
(typed or printed)

Title: Assistant Secretary
(typed or printed)

Address for giving notices:
7633 Southfront Rd., Ste. 160
Livermore, CA 94551

Designated Representative:

Name: Joeti Klein
(typed or printed)

Title: Vice President
(typed or printed)

Address:
401 Gooding St N Ste. 203
Twin Falls, ID 83301

Phone: (925) 447- 0292
Email: estimating@gseconstruction.com

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Schedule A—Current Projects

Name of Organization	GSE Construction Company Inc.		
Project Owner	City of Driggs	Project Name	WRF Fine Screen Replacement
General Description of Project	The replacement will include, but is not limited to, demolishing and disposing of the existing fine screening equipment, installing new fine screens, and all structural, mechanical, electrical, and instrumentation work required therein. The WWTP must remain in service during the entire duration of construction.		
Project Cost	$928,600	Date Project	Active

Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Joeti Klein	Dan Rothbard	Tim Almberg	Eck Senivongs

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Rebecca Crosman	Engineer	Forsgren	(801) 558- 7568	rcrosman@forsgren.com
Designer	Rebecca Crosman	Engineer	Forsgren	(801) 558- 7568	rcrosman@forsgren.com
Construction Manager	N/A	N/A	N/A	N/A	N/A

Project Owner	City of Filer	Project Name	Idaho Well #5 Well House and Transmission Main
General Description of Project	Construction of a well house and 12-inch transmission main including deep well vertical turbine pump, discharge piping and appurtenances, flow meter vault, standby generator, CMU building with wood trusses, diesel generators, HVAC, electrical and control equipment, site grading and drainage, fencing and related surface repairs.		
Project Cost	$1,389,600	Date Project	Active

Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Joeti Klein	Dan Rothbard	Tim Almberg	Eck Senivongs

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	MARK HOLTZEN	Engineer	JUB Engineers	(208) 308- 4681	mholtzen@jub.com
Designer	MARK HOLTZEN	Engineer	JUB Engineers	(208) 308- 4681	mholtzen@jub.com
Construction Manager	N/A	N/A	N/A	N/A	N/A

EJCDC® C-451, Qualifications Statement—Schedule A—Current Projects.
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Schedule A—Current Projects

Name of Organization	GSE Construction Company Inc.				
Project Owner	City of Jerome		Project Name	Wastewater MBR Building Blower Replacement	
General Description of Project	Removing existing blower pedestal for the install of new pedestal to fit new blower and installing new blower furnished by Owner and necessary electrical connections and piping structures for airflow				
Project Cost	$338,000		Date Project	Active	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Joeti Klein	Dan Rothbard	Tim Almberg	Eck Senivongs	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Kelly Thomson	Engineer	City of Jerome	(208) 539- 3285	kthomson@cityofjerome.org
Designer	Kelly Thomson	Engineer	City of Jerome	(208) 539- 3285	kthomson@cityofjerome.org
Construction Manager	Kelly Thomson	Engineer	City of Jerome	(208) 539- 3285	kthomson@cityofjerome.org

Project Owner	City of Gooding		Project Name	Collection System Lift Station Improvements	
General Description of Project	rehabilitate Lift Stations 1 and 2 that includes installing wet well and discharge vault coatings, replacing electrical components and wiring, installing additional lighting, replacing ventilation systems, replacing control panels, replacing pumps, replacing discharge vaults, upsizing dry well pressure piping, and installing wet well level monitoring systems.				
Project Cost	$2,803,400		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Joeti Klein	Dan Rothbard	Tim Almberg	Eck Senivongs	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Larry Bybee	Public Works Director	City of Gooding	208-934-5669	lbybee@goodingidaho.org
Designer	Michael Schulz	Construction Manager	Keller Associates	(208) 238-2146	mschulz@kellerassociates.com
Construction Manager	Michael Schulz	Construction Manager	Keller Associates	(208) 238-2146	mschulz@kellerassociates.com

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Schedule B—Previous Experience with Similar Projects

Name of Organization	GSE Construction Company Inc.		
Project Owner	Eastern Idaho Regional Sewer District	Project Name	EIRSD CMGC Oxbow WRF Upgrades
General Description of Project (Make sure to note size and type of materials used)	Phase 1 was implemented to address near-term capacity constraints and included upgrades to the biological basins, electrical systems, and yard piping. GSE collaborated with EIRSD and project stakeholders to develop and negotiate a Guaranteed Maximum Price (GMP) for Phase 1, which was initially established at $14.5 million		
Project Cost	$49,800,000	Date Project	April 2025
Change Order Costs	$35,348,501.92	Claims	N/A

Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Joeti Klein	Sean Cenarrusa	Tim Almberg	Marc Richardson
Responsibilities	Project Manager	Superintendent	Safety Manager	QC Manager

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Scott Barry	District Manager	EIRSD	(208) 357-1839	sbarry@eirsd.org
Designer	Jordan Parker	Engineer Lead	JUB Engineers	(208) 220- 5883	jparker@jub.com
Construction Manager	Scott Barry	District Manager	EIRSD	(208) 357-1839	sbarry@eirsd.org

Project Owner	City of Gooding	Project Name	Gooding WWTP Improvements
General Description of Project (Make sure to note size and type of materials used)	Rehabilitation of existing headworks building including installation of new roof, windows, doors, equipment, and hardware and removal of interior walls. Replacement of equipment in the mechanical room and sludge pump rooms along with a new aspirating aerator pump for the sludge basin. Additional scope of work includes installation of new screen, new lift station, new process basin with SBR basins and post-equalization basin, new process building with sand filters and UV system, removal of the existing influent pipeline and installation of a larger influent pipeline and additional manholes and a dump station, and associated site work		
Project Cost	$15,853,776	Date Project	September 2024
Change Order Costs	-$74,624	Claims	N/A

Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Joeti Klein	Dan Rothbard	Tim Almberg	Eck Senivongs
Responsibilities	Project Manager	Superintendent	Safety Manager	QC Manager

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Larry Bybee	Public Works Director	City of Gooding	(208) 595-4902	lbybee@goodingidaho.org
Designer	Dallin Stephens	Project Engineer	Kemmerer Diamondville	(435) 229-6086	dstephens@kellerassociates.com
Construction Manager	Randy Brixey	Construction Manager	Keller Associates	(208) 484-4448	rbrixey@kellerassociates.com

EJCDC® C-451, Qualifications Statement—Schedule B—Previous Experience with Similar Projects.
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Schedule B—Previous Experience with Similar Projects

Name of Organization	GSE Construction Company Inc.		
Project Owner	City of Heyburn	Project Name	Heyburn Wastewater Treatment Plant
General Description of Project (Make sure to note size and type of materials used)	Several phases and the rehabilitation of existing facilities along with the construction of a new two-story pump station, UV Disinfection Building, and a Dewatering Building with integrated truck load-out hangar.		
Project Cost(Base Bid)	$5,742,800	Date Project	September 2021
Change Order Costs	$755,156	Claims	N/A

Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Joeti Klein	Kasey Johnson	Tim Almberg	Marc Richardson
Responsibilities	Project Manager	Superintendent	Safety Manager	QC Manager

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Brain Vail	Supervisor	City of Heyburn	(208) 421-2911	bvail@heyburncity.org
Designer	Brad Bjerke	Sr. Project Manager	HDR	(208) 841-3822	brad.bjerke@hdrinc.com
Construction Manager	Brad Bjerke	Sr. Project Manager	HDR	(208) 841-3822	brad.bjerke@hdrinc.com

Project Owner	Sacramento Area Flood Control Agency	Project Name	Lower Elkhorn Basin Levee Setback & Pump Station
General Description of Project (Make sure to note size and type of materials used)	Pump station structure, pipe vaults, concrete stairway, trash rack, piping,valves, gates, electrical, motor control center, generator, pump,electric motor, MCC Security Structure, Generator Security Structure, structure excavation, structure backfill, dewatering,aggregate base, and other work as necessary to complete the pump station.		
Project Cost(Base Bid)	$7,749,400	Date Project	May 2024
Change Order Costs	$765,248	Claims	N/A

Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Michael Tippett	Ron Sanchez	Tim Almberg	
Responsibilities	Project Manager	Superintendent	Safety Manager	QC Manager

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Dan Tibbitts	Project Manager	SAFCA	(916) 874-7606	tibbittsd@saccounty.net
Designer	Sean Minard	Engineer	MHM Inc.	(530) 742-6485	sminard@mhm-inc.com
Construction Manager	N/A	N/A	N/A	N/A	N/A

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Schedule B—Previous Experience with Similar Projects

Name of Organization	GSE Construction Company Inc.		
Project Owner	United Water Conservation District	Project Name	El Rio Iron and Manganese Treatment Plant Phase 1
General Description of Project (Make sure to note size and type of materials used)	Installation of engineered fill and associated grading and site work, construction of a five (5) million gallon per day (MGD) iron and manganese treatment facility with horizontal pressure filters, chlorine system modifications, air scour system, wash water recovery tank, filter drain pump station,wash water recovery pump station, waste solids pump station, appurtenant building with a laboratory,yard piping and associated vaults, electrical, instrumentation, programming, testing and startup		
Project Cost(Base Bid)	$9,342,900	Date Project	July 2024
Change Order Costs	$1,570,926	Claims	N/A

Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Arcelio Aguilar	Alex Chapman	Tim Almberg	N/A
Responsibilities	Project Manager	Superintendent	Safety Manager	QC Manager

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Robert Richardson	Sr. Engineer	UWCD	(805) 695-3497	robertr@unitedwater.org
Designer	John Coffman	CM	HDR	(805) 765-0803	john.coffman@hdrinc.com
Construction Manager	John Coffman	CM	HDR	(805) 765-0803	john.coffman@hdrinc.com

Project Owner	City of Coalinga	Project Name	WTP Upgrades – Raw Water Intake Improvements
General Description of Project (Make sure to note size and type of materials used)	Mobilization/Demobilization, Perform Demolition and Disposal, Furnish and InstallPrecast Concrete Vault, Furnish and Install Raw Water Intake Screens, Furnish and Install Process and ServicePiping, Fittings, and Appurtenances, Furnish and Install Electrical and Instrumentation Improvements furnishings		
Project Cost(Base Bid)	$870,000	Date Project	January 2025
Change Order Costs	$879,000	Claims	N/A

Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Marc Saar	Ron Sanchez	Tim Almberg	N/A
Responsibilities	Project Manager	Superintendent	Safety Manager	QC Manager

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Anthony Uribe	Owner Contact	City of Coalinga	(559) 362-6567	auribe@coalinga.com
Designer					
Construction Manager	Anthony Uribe	Owner Contact	City of Coalinga	(559) 362-6567	auribe@coalinga.com

EJCDC® C-451, Qualifications Statement—Schedule B—Previous Experience with Similar Projects.
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Schedule C—Key Individuals

Project Manager			
Name of individual	Joeti Klein		
Years of experience as project manager	10+		
Years of experience with this organization	10+		
Number of similar projects as project manager	10+		
Number of similar projects in other positions	N/A		
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
See attached resume			
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Larry Bybee	Name	Scott Barry
Title/Position	Public Works Director	Title/Position	Plant Manager/ Owner
Organization	City of Gooding	Organization	EIRSD
Telephone	(208) 595- 4902	Telephone	(208) 403- 3140
Email	lbybee@goodingidaho.org	Email	sbarry@eirsd.org
Project	Gooding WWTP Upgrades	Project	EIRSD CMGC Oxbox 2022 WR
Candidate's role on project	Superintendent	Candidate's role on project	Superintendent

Project Superintendent			
Name of individual	Dan Rothbard		
Years of experience as project superintendent	23		
Years of experience with this organization	2		
Number of similar projects as project superintendent	12		
Number of similar projects in other positions	8		
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
See attached resume			
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Larry Bybee	Name	Scott Barry
Title/Position	Public Works Director	Title/Position	Plant Manager/ Owner
Organization	City of Gooding	Organization	EIRSD
Telephone	(208) 595- 4902	Telephone	(208) 403- 3140
Email	lbybee@goodingidaho.org	Email	sbarry@eirsd.org
Project	Gooding WWTP	Project	EIRSD CMGC Oxbox 2022 WR Upgrades
Candidate's role on project	Superintendent	Candidate's role on project	Superintendent

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Safety Manager			
Name of individual		Tim Almberg	
Years of experience as safety manager		7	
Years of experience with this organization		9	
Number of similar projects as safety manager		20+	
Number of similar projects in other positions		10+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
As the safety Director, Tim is involved with every		project.	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Jimmy Dang	Name	Easton Brown
Title/Position	District Engineer	Title/Position	Construction Engineer Specialist
Organization	Oro Loma Sanitary Distric	Organization	Fluor Corporation
Telephone	(510) 755- 7956	Telephone	(702) 280- 2383
Email	jdang@oroloma.org	Email	Easton.Brown@fluor.com
Project	Nutrient Optimization Projec	Project	Fluor Bayer B68-CCTC K008
Candidate's role on project	Safety Manager	Candidate's role on project	Safety Manager

Quality Control Manager			
Name of individual		Eck Senivongs	
Years of experience as quality control manager		19	
Years of experience with this organization		2	
Number of similar projects as quality control manager		5+	
Number of similar projects in other positions		2	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
See attached resume			
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Larry Bybee	Name	Tofor Snider
Title/Position	Public Works Director	Title/Position	Engineer
Organization	City of Gooding	Organization	QRS Consulting, LLC
Telephone	(208) 595- 4902	Telephone	(208) 369- 0679
Email	lbybee@goodingidaho.org	Email	tsnider@qrs-llc.com
Project	Gooding WWTP	Project	Idaho Falls WWTP
Candidate's role on project	Project Engineer	Candidate's role on project	Project Engineer

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Joeti Klein, PE

Regional Project Manager

Years of Experience

10

Education

BS, Environmental Engineering, California Polytechnic University, San Luis Obispo

Licenses/Registration

- Associate DBIA
- Professional Engineer
  - ID License - P-19763
  - UT License - 12252447-2202

Certificates/Training

- OSHA 40-hr HAZPOWER
- OSHA-30-hr
- OSHA-10-hr



Joeti's ascent within GSE is a testament to his exceptional talent and dedication, beginning as a Field Engineer and rapidly rising through the ranks to become the respected Idaho Division Manager. His expertise shines brightly in the realm of public works, particularly in water and wastewater projects, with a standout project under his belt: the Heyburn Wastewater Treatment Plant (WWTP) construction.

Under his leadership, Joeti has masterfully led project teams through the intricate journey from preconstruction to the final stages of construction and commissioning. He excels in conducting thorough constructability reviews and applying value engineering to enhance project outcomes. Moreover, Joeti is adept at crafting and executing comprehensive schedules, developing strategic subcontractor plans, generating accurate conceptual estimates, and conducting final negotiations for Guaranteed Maximum Price (GMP) agreements with a skillful touch. His approach to project management, combined with his strategic vision, has consistently resulted in the successful completion of complex projects. Joeti stands out as a visionary leader, whose contributions have significantly elevated the standards of excellence within the industry.

Project Experience

- Western Smokehouse Partners WWTF | WSP | Shelley | $1.5M | Project Manager
- CMGC Oxbow WRF Upgrades | EIRSD | Shelley, ID | $40M | Project Manager
- WWTP | Dewatering Project | City of Idaho Falls | Idaho Falls, ID | $11.8M | Project Manager
- Teton Village WWTP IV Expansion | Teton Village Water and Sewer District | Jackson, WY | $10.6M | Project Manager
- WWTP Improvements | City of Gooding | Gooding, ID | $16M | Project Manager
- WWTP Boiler Replacement Project | City of Twin Falls | Twin Falls, ID | $1,.5M | Project Manager
- New Energy One - Project Crescent - Filer Digester Facility Upgrades | Swinerton | Filer, ID | $3.8M | Project Manager
- Wastewater Treatment Plant Blower Installation | City of Rexburg | Rexburg, ID | $345K | Project Manager
- Springfield Hatchery Pollution Abatement Pond Modernization | State of Idaho, Department of Fish & Game | Springfield, ID | $539K | Project Manager
- R & 17th Street Lift Station | City of Heyburn | Heyburn, ID | $2.2M | Project Manager
- 2020 Membrane Improvement Project | Eastern Idaho Regional Wastewater Authority | Shelley, ID | $1.4M | Project Manager
- WWTP Chemical Building Addition | City of Burley | Burley, ID | $349K | Project Manager
- CSI Install Water Isolation Valves | State of Idaho Div of Public Works - COSI | Twin Falls, ID | $105K | Project Manager
- Wastewater Treatment Plant | City of Heyburn | Heyburn, ID | $6.5M | Project Manager
- Site Wide Mechanical Utility Valve Replacement | Lawrence Livermore National Laboratory | Livermore, CA | $3.3M | Project Manager
- Aeration Basins 5-7 Diffuser Membranes Replacement | Union Sanitary District | Union City, CA | $294K | Project Manager
- WWTP Upgrade Project | City of Galt | Galt, CA | $18.9M | Project Engineer
- Thickener Control Building | Union Sanitary District | Union City, CA | $10.4M | Assistant Superintendent

GSE CONSTRUCTION

Tim Almberg

Corporate Safety Officer

Years of Experience

25

Education

Hand Drafting, AutoCAD/
Elk Grove Adult Community
Education

Certificates/Training

- OSHA 7505 Accident
- Investigation
- OSHA 510 (OSHA Trainer
- Prerequisite)
- OSHA 500 (OSHA Trainer)
- OSHA 2264 Permit Required
- Confined Space
- OSHA 7845 Record keeping
- OSHA 3115 Fall Protection
- OSHA OTC308 Safety Inspections Tech
- OSHA 7115 LOTO
- Cal OSHA 5109 Trainer
- OSHA 3095 Electrical Standards
- OSHA 3015 Excavation, Trenching
- Certified Rigger
- LOTO Certified (Train the Trainer)
- Forklift Certified (Train thew Trainer)
- Trench/Excavation Comp. Person United Shoring



Tim has 25 years of experience in several aspects of construction. He has held the positions of General Foreman, Lead Carpenter, Superintendent, and currently Corporate Safety Director. Tim's duties are to implement and oversee company safety procedures and safe work practices on a day to day basis for both Northern California and Southern California, Colorado, Idaho GSE Construction divisions, conduct random site visits to various projects on a weekly basis and thorough inspections on a monthly basis, writing site specific safety plans, and training GSE employees in the following: confined space entry, fall protection, LOTO (lockout/tagout), forklifts, rigging, crane safety and signaling, ladder safety, and general safety training. Tim has built and maintained a safe working environment, and reduces loss through a proactive approach.

Responsibilities

- **Responsible for Corporate Safety**
- **Manages multiple jobsites, inspections, SWPP, & Safety Programs**
- **Develops new hire and safety training procedures**
- **Responsible for tracking drug and alcohol testing results**
- **Required to maintain updated safety equipment inventory**
- **Assists in the implementation of modernized safety equipment**
- **Manages OSHA record keeping**
- **Responsible for hazard analysis of hazard specific training**
- **Tracks injury trends to control IFR & EMR numbers**
- **Monitors risk management in both accident and injury arenas**
- **Reduces risk exposure at a corporate level**
- **Manage workers comp.**
- **Coordinate with insurance companies, attorneys, and other providers**

GSE CONSTRUCTION

Dan Rothbard

Superintendent

Years of Experience

29

Education

High School

Certificates/Training

- OSHA 30 Hour certified
- OSHA 10 Hour certified
- Dust Control Coordinator
- Certified Remote Tower Crane Operator
- Confined Space
- Heat Illness
- Fall Protection
- LOTO



With an impressive 29-year tenure in the water and wastewater industry, Dan has spent the latter 14 years distinguishing himself as a Superintendent. Renowned for his unwavering work ethic and meticulous approach, Dan has been instrumental in steering projects toward their successful completion. His expertise lies in identifying and deploying systems and processes that significantly boost operational efficiency.

Dan thrives in dynamic, fast-paced environments, skillfully managing multiple crews and subcontractors with ease. His extensive experience also encompasses the design and supervision of large-scale concrete projects, where his strategic oversight ensures excellence and precision. Dan's commitment to achieving project objectives and his ability to enhance workflow efficiency make him an invaluable asset to any team.

- **Last Chance WWTP | Fremont County | Island Park, ID | $18M | Superintendent**
- **Blackfoot Chlorination System Improvements | City of Blackfoot | Blackfoot, ID | $1.4M | Superintendent**
- **Hailey Woodsie WRF UV Installation | City of Hailey | Hailey, ID | $300K | Superintendent**
- **CMGC Oxbow WRF Upgrades | EIRSD | Shelly, ID | $23M | Project Manager**
- **WWTP | Dewatering Project | City of Idaho Falls | Idaho Falls, ID | $11,846,400 | Project Manager**
- **Teton Village WWTP IV Expansion | Teton Village Water and Sewer District | Jackson, WY | $10,630,000 | Project Manager**
- **WWTP Improvements | City of Gooding | Gooding, ID | $15,928,400 | Project Manager**
- **Moose WWTP and Water Upgrades | Grand Tenton National Park | Moose, WY | $14,000,000 | Superintendent***
- **Parks and Rec Housing Maintenance | Teton County Parks and Recreation | Jackson, WY | $8,300,000 | Superintendent***
- **JSH Tenant Improvement | Jones, Skelton, Hochuli | Phoenix, AZ | $4,000,000 | Superintendent***
- **Chandler Airport Water Reclamation Facility | City of Chandler Water Reclamation | Chandler, AZ | $70M | Superintendent***
- **Chandler Airport Water Reclamation Facility | City of Chandler Water Reclamation | Chandler, AZ | $120M | Superintendent***
- **Performing Arts Center | New Mexico State University | Las Cruces, NM | $23M | Superintendent***
- **Presbyterian Hospital | Presbyterian Healthcare Services | | Albuquerque, NM | $70M | Superintendent***
- **Perry High School and Transportation Center | City of Chandler | Gilbert, AZ | $53M | Superintendent***
- **Banner Gateway Medical Center | Banner Health | Owner | Gilbert, AZ | $120M | Superintendent***
- **Greenfield Southwater Reclamation Plant | Owner | Gilbert, AZ | $148.8M | Superintendent***
- **4th Avenue Jail | Maricopa County | Phoenix, AZ | $105 | Superintendent***

*Prior to GSE

GSE CONSTRUCTION

Eck Senivongs

Quality Control Manager

Years of Experience

18

Education

High School

Certificates/Training

- Procore
- P6
- Adobe
- AutoCAD

Eck is a dedicated Quality Control Manager with extensive experience in overseeing the quality assurance and compliance aspects of water and wastewater infrastructure projects. With a keen eye for detail and a deep understanding of industry standards, he ensures that all projects not only meet but exceed the required quality benchmarks, contributing to the safety, sustainability, and reliability of vital water service

Bringing year of experience to the field, Eck has been instrumental in the successful completion of numerous projects. He excels in developing and implementing comprehensive quality control plans, conducting rigorous testing and inspections, and leading cross-functional teams to address and rectify any quality issues. His proficiency in risk management has been crucial in mitigating risks and ensuring project deliverables align with technical specifications and environmental regulations

- **EIRSD CMGC Oxbow WRF Upgrades - Construction | Eastern Idaho Regional Sewer District | Shelly, CA | $23M | Project Engineer**
- **Gooding WWTP Improvements | City of Gooding | Gooding, ID | $15,928,400 | Project Engineer**
- **Idaho Falls WWTP Dewatering Project | City of Idaho Falls | Idaho Falls, ID | $11,846,400 | Project Engineer**
- **Teton Village WWTP Phase IV Expansion | Teton Village Water and Sewer District | Jackson, WY | $10,630,000 | Project Engineer**
- **Blackfoot Chlorination System Improvements | City of Blackfoot | Blackfoot, ID | $1,423,900 | Project Engineer**
- **Hailey Woodside WRF UV Installation | City of Hailey | Hailey, ID | $394,900 | Project Engineer**
- **New Energy One - Cedar Ridge Biogas Improvements | Swinerton | Filer, ID | $3,806,983 | Project Engineer**
- **Twin Falls WWTP Boiler Replacement Project | City of Twin Falls | Twin Falls, ID | $1,558,700 | Project Engineer**

Division of Occupational and Professional Licenses
11341 W Chinden Blvd. Boise, ID 83720-0063
dopl.idaho.gov

The person, firm, or corporation whose name appears on this certificate has complied with the provisions of the Idaho Public Works Contractors License (PWCL) Board statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

GSE CONSTRUCTION COMPANY INC

Public Works Contractor - Class Unlimited License
026972

Issued: 02-Sep-2025 Expires: 30-Sep-2026

Renewal Required

Russell S. Barron
Administrator

Printed: 02-Sep-2025

Public Works Contractors License (PWCL) Board

GSE CONSTRUCTION COMPANY INC
Public Works Contractor - Class Unlimited License
026972
Expires: 30-Sep-2026

Russell S. Barron
Administrator

CORPORATE RESOLUTION

The undersigned, constituting all of the directors of G.S.E. Construction Company, Inc., hereby adopt the recitals and resolutions as shown below. This action is taken in accordance with the provisions of Section 307(b) of the California General Corporation Law, which authorized the Board of Directors to take any action without a meeting may be taken at any annual or special meeting if the board consents in writing to the action. The effective date of the actions taken by this unanimous written consent is November 1, 2024

WHEREAS, construction contracts and proposals are executed only by authorized agents of the corporation.

RESOLVED, that the directors reaffirm that the following persons, with titles as designated, are authorized to perform the roles and responsibilities on behalf of G.S.E. Construction Company, Inc.

NAME	TITLE
Dennis Gutierrez	President
Nate Jones	Chief Executive Officer (CEO)
Richard Harte	Chief Operations Officer (COO)
Joeti Klein	Vice President
Mario Lozano	Vice President
M. Justin Blickle	Vice President
Iris Villasenor Sosa	Secretary
Levi Mazza	Asst. Secretary
Vina Ontiveros	Asst. Secretary

CERTIFICATION OF SECRETARY

I certify that:

I am duly qualified and acting as Secretary of G.S.E. Construction Company, Inc., a licensed California Corporation.

The foregoing is a true copy of a resolution duly adopted by the board of Directors of the corporation at a special meeting duly held on September 27, 2024 and entered in the minutes of such meeting in the minute book of the corporation.

The resolution is in conformity with the articles of incorporation and bylaws of the corporation, has never been modified or repeated, and is now in full force and effect.

Dated: October 30, 2024

Iris Sosa, Secretary

AGREEMENT

BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Caldwell** ("Owner") and **GSE Construction Company, Inc.** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construction of an approximately 1,000-ft^2 concrete masonry building, which will house a new 20-foot diameter dissolved air flotation thickener (DAFT) unit. A DAFT unit and support systems have been procured by the Owner; the contract for this DAFT unit and support systems will be assigned to the Contractor. Work includes associated piping, pumps, heating ventilation and air conditioning (HVAC), and supporting electrical infrastructure. A portion of the new equipment will be housed within the existing Blower/Solids Handling Building. Minor modifications to the existing roadway adjacent to the new building will be required.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

City of Caldwell Wastewater Treatment – Waste Activated Sludge Thickening Improvements

ARTICLE 3—ENGINEER

3.01 The Owner has retained HDR Engineering, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially complete within 345 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and

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completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 390 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner $1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $1,000 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.05 Owner reserves the right to withhold from payments due Contractor under the Contract amounts for liquidated damages (if any), special damages (if any), and performance damages (if any) in accordance with the Contract.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of $2,660,700.00.

B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

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6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. Ninety-five (95) percent of the value of the Work completed (with the balance being retainage).

1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. Ninety-five (95) percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to ninety-seven and one half (97.5) percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of twelve (12) percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.

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2. Bonds:
    a. Performance bond (together with power of attorney).
    b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Statutory and Funding-Financing Entity Requirements.
6. Volume 1 and Volume 2: Specifications as listed in the table of contents of the project manual, including appendices.
7. Volume 3: Drawings (not attached but incorporated by reference) consisting of 91 sheets with each sheet bearing the following general title: City of Caldwell Wastewater Treatment Plant – WAS Thickener Improvements.
8. Addenda (numbers 1 to 4, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid.
    b. Procurement Contract(s) to be assigned to Contractor:
        1) City of Caldwell Equipment Procurement: WAS Thickening – Pre-Purchase Package, Dissolved Air Flotation Thickener, which as has been included as an appendix to Contract Specifications.
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.
    e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in ARTICLE 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

E. The following documents are provided as separate files to provide supplemental information to Bidders but are <u>not part of the Contract Documents</u>:

1. Appendix A – Geotechnical Report.

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ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

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11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____, 2026 (which is the Effective Date of the Contract).

Owner:

City of Caldwell, Idaho

(typed or printed name of organization)

By: _____

(individual's signature)

Date: _____

(date signed)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Attest: _____

(individual's signature)

Title: _____

(typed or printed)

Address for giving notices:

205 S 6th Ave

Caldwell, Idaho 83605

Designated Representative:

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Address:

Phone: 208-455-4656

Email: cityclerk@cityofcaldwell.org

(Attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

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Contractor:

GSE Construction Company, Inc.

(typed or printed name of organization)

By: _____

(individual's signature)

Date: _____

(date signed)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: _____

(individual's signature)

Title: _____

(typed or printed)

Address for giving notices:

_____

_____

_____

Designated Representative:

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Address:

_____

_____

_____

Phone: _____

Email: _____

License No.: _____

(where applicable)

State: _____

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Memorandum

To:

City Council

Meeting Date:

July 6, 2026

Item Name:

Approve Resolution for the dedication of sewer and water main lines as part of the Farmway Road Improvements project

Summary Statement:

In accordance with the requirement that sewer and water as part of the Farmway Road Improvements project, be public facilities, the developer has requested the dedication of these facilities to the City of Caldwell. Attached to this memorandum are the following documents.

A. Letter from FWF Caldwell II LLC, requesting the dedication of sewer and water facilities as part of the Farmway Improvement project
B. Engineer's certificate from Aurdurra affirming that the facilities were constructed according to approved plans.
C. Letter from the City of Caldwell to the State Division of Environmental Quality indicating City's approval of proposed improvement plans.

Also attached to this memorandum is a proposed resolution of City Council accepting the dedication of certain facilities to the City

Recommended Action:

It is the recommendation of the Engineering Department that the Council favorably consider this request for dedication of the facilities and approve the resolution as submitted.

Budget:

Cost:
GL Account:
Timeline:
Department:
Project Manager:

Attachments:

1. Dedication M&R 2026 _ FARMWAY IMPROVEMENTS
2. 3. QLPE farmway Road Improvements
3. 4. Engineers Certificate Memo 11.20.2025
4. 1. Dedication Request of Public Facilities

MEMORANDUM

TO: Caldwell City Council
Meeting Date: July 6, 2026

AGENDA ITEM INFORMATION

SUBJECT:

Dedication of Sewer and Water main lines as part of Farmway Road Improvements project.

Department Submittals	***X to mark***	***Initials***
Building Department		
CDBG		
Clerk		
City Attorney		
Finance Department		
Human Resources		
Planning & Zoning		
Fire Department		
Police Department		
Public Works		
Street Department		
Water Department		
WWTP		
Engineering	X	JC
Mapping		
Parks and Recreation		
Airport		
Information Systems		
Golf Course		
OTHER:		

COST IMPACT:	$0.00
FUNDING SOURCE:	
TIMELINE:	

Finance Review ☐ ***Budgeted*** ☐ ***Not Budgeted*** ☐

SUMMARY STATEMENT:

In accordance with the requirement that sewer and water as part of the Farmway Road Improvements project, be public facilities, the developer has requested the dedication of these facilities to the City of Caldwell. Attached to this memorandum are the following documents.

A. Letter from FWF Caldwell II LLC, requesting the dedication of sewer and water facilities as part of the Farmway Improvement project
B. Engineer's certificate from Aurdurra affirming that the facilities were constructed according to approved plans.
C. Letter from the City of Caldwell to the State Division of Environmental Quality indicating City's approval of proposed improvement plans.

Also attached to this memorandum is a proposed resolution of City Council accepting the dedication of certain facilities to the City

RECOMMENDED ACTION:

It is the recommendation of the Engineering Department that the Council favorably consider this request for dedication of the facilities and approve the resolution as submitted.

RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF CALDWELL, IDAHO ACCEPTING DEDICATION OF SEWER AND WATER MAIN FACILITIES LOCATED IN THE FARMWAY IMROVEMENTS PROJECT, TO SAID CITY BY FWF CALDWELL II LLC IN ACCORDANCE WITH PROCEDURES ESTABLISHED IN CITY RESOLUTION NO. 4-94

Be It Resolved that the City of Caldwell, Idaho hereby accepts from FWF Caldwell II LLC, the dedication of sewer and water main lines as part of the Farmway Improvement project, and which facilities include the following appurtenances exclusively of service lines:

DESCRIPTION

Farmway Road Improvements

1. 128 LF 6" Water Main
2. 539 LF 8" Water Main
3. 7,855 LF 12" Water Main
4. 8,358 LF 16" Water Main
5. 12 EA Fire Hydrants
6. 709 LF 8" Sewer Main
7. 130 LF 10" Sewer Main
8. 1465 LF 12" Sewer Main
9. 70 LF `8" Sewer Main
10. 2826 LF 24" Sewer Main
11. 7934 LF 36" Sewer Main
12. 13 EA 48" Sewer Manhole
13. 27 EA 72: Sewer Manhole
14. 1 EA PRV

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 FWF Caldwell II LLC 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 6th day of July, 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho, this the 6th day of July, 2026.

Approved By:

_____
Eric Phillips, Mayor

Attest:

_____
Kristina Buchan, City Clerk

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: Farmway Road Improvements

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: David Sterling

Employer: Ardurra

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

Name: Justin Martin

Firm: Roosevelt Star, LLC

Address: 3858 Garden Center Way

City: Boise State: Idaho ZIP: 83703

* 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



ARDURRA

Farmway Road Improvements
Engineer's Certification

Prepared for:
City of Caldwell
205 S. 6th Ave.
Caldwell, ID 83605

Prepared by:
David N. Sterling, P.E.
1144 S Silverstone Way, Ste 320
Meridian, ID 83642

Dear Reviewer:

I, David N. Sterling the Engineer of Record for the Farmway Road Improvement project that was prepared for the developer, Roosevelt Star, LLC, hereby certify the following items based on field observations and city provided test results:

1. Trench backfill compaction testing was performed per ISPWC 2015.
2. Construction was performed substantially to the lines and grades shown in the plans dated October 11, 2024 and as approved by the City Engineer.
3. Based on tests performed, the asphalt pavement meets the standards of ISPWC 2015.
4. An electronic copy of the approved record drawings have been submitted to the city.

Please contact me at (208) 323-2288 or dsterling@ardurra.com if you have any questions or need any additional information.

Thank you,

PROFESSIONAL ENGINEER
REGISTERED
13063
11/20/25
STATE OF IDAHO
DAVID N. STERLING

David N. Sterling P.E.
Project Manager

(Your Letterhead Here)

Dedication Request of Public Facilities

November, 20th 2025

I, Justin Martin as the Authorized Agent of FWF Caldwell II LLC, hereby request that the City of Caldwell accept dedication of all public utilities constructed as part of this development.

Authorized Agent

Memorandum

To:

City Council

Meeting Date:

July 6, 2026

Item Name:

Approve Resolution for the dedication of sewer, water, pressure irrigation, storm drain and streetlight facilities in the Solstice Subdivision

Summary Statement:

In accordance with the requirement that sewer, water, pressure irrigation, irrigation pump station, and street light improvements, along with certain storm drain conveyance facilities in the right-of-way in the Solstice Subdivision, be public facilities, the developer has requested the dedication of these facilities to the City of Caldwell. Attached to this memorandum are the following documents.

A. Letter from Pontifex Capitol L.L.C., requesting the dedication of sewer, water, pressure irrigation, irrigation pump station, storm drain and street light facilities in the Solstice Subdivision.
B. Engineer's certificate from Kimley-Horn and Associates affirming that the facilities were constructed according to approved plans.
C. Letter from the City of Caldwell to the State Division of Environmental Quality indicating City's approval of proposed improvement plans.

Also attached to this memorandum is a proposed resolution of City Council accepting the dedication of certain facilities to the City

Recommended Action:

It is the recommendation of the Engineering Department that the Council favorably consider this request for dedication of the facilities and approve the resolution as submitted.

Budget:

Cost:
GL Account:

Timeline:
Department:
Project Manager:

Attachments:

1. Dedication M&R_ Solstice Subdivision
2. 1. Dedication Request of Public Facilities 2025- FE
3. 3. QLPE Solstice Subdivision
4. 4. Engineer certification

MEMORANDUM

TO: Caldwell City Council
Meeting Date: July 6, 2026

AGENDA ITEM INFORMATION

SUBJECT:

Dedication of Sewer, Water, Pressure Irrigation, Storm Drain and Street Light Facilities in the Solstice Subdivision

Department Submittals	***X to mark***	***Initials***
Building Department		
CDBG		
Clerk		
City Attorney		
Finance Department		
Human Resources		
Planning & Zoning		
Fire Department		
Police Department		
Public Works		
Street Department		
Water Department		
WWTP		
Engineering	X	
Mapping		
Parks and Recreation		
Airport		
Information Systems		
Golf Course		
OTHER:		

COST IMPACT:	$0.00
FUNDING SOURCE:	
TIMELINE:	

Finance Review ☐ ***Budgeted*** ☐ ***Not Budgeted*** ☐

SUMMARY STATEMENT:

In accordance with the requirement that sewer, water, pressure irrigation, irrigation pump station, and street light improvements, along with certain storm drain conveyance facilities in the right-of-way in the Solstice Subdivision, be public facilities, the developer has requested the dedication of these facilities to the City of Caldwell. Attached to this memorandum are the following documents.

A. Letter from Pontifex Capitol L.L.C., requesting the dedication of sewer, water, pressure irrigation, irrigation pump station, storm drain and street light facilities in the Solstice Subdivision.
B. Engineer's certificate from Kimley-Horn and Associates affirming that the facilities were constructed according to approved plans.
C. Letter from the City of Caldwell to the State Division of Environmental Quality indicating City's approval of proposed improvement plans.

Also attached to this memorandum is a proposed resolution of City Council accepting the dedication of certain facilities to the City

RECOMMENDED ACTION:

It is the recommendation of the Engineering Department that the Council favorably consider this request for dedication of the facilities and approve the resolution as submitted.

RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF CALDWELL, IDAHO ACCEPTING DEDICATION OF SEWER MAIN, WATER MAIN, PRESSURE IRRIGATION MAIN LINES, IRRIGATION PUMP STATION, STREET LIGHTS AND CERTAIN STORM DRAIN CONVEYANCE FACILITIES LOCATED IN THE RIGHT-OF-WAY IN THE SOLSTICE SUBDIVISION, TO SAID CITY BY PONTIFEX CAPITOL L.L.C. IN ACCORDANCE WITH PROCEDURES ESTABLISHED IN CITY RESOLUTION NO. 4-94

Be It Resolved that the City of Caldwell, Idaho hereby accepts from Pontifex Capital L.L.C. the dedication of sewer main lines, water main lines, pressure irrigation main lines, irrigation pump station, storm drain lines and streetlights within the Solstice Subdivision, and which facilities include the following appurtenances exclusively of service lines:

DESCRIPTION

Solstice Subdivision

1. 4219 LF 8” Water Main
2. 124 LF 6” Water Main
3. 21 EA 8” Water Valves
4. 13 EA 6” Water Valves
5. 12 EA Single Water Meters
6. 45 EA Double Water Meters
7. 10 EA Fire Hydrants
8. 129 EA Pressure Irrigation Services
9. 4366 LF 6” Pressure Irrigation Main
10. 27 EA 6” Pressure Irrigation Valves
11. 4133 LF 8” Sewer Main
12. 28 EA 48” Sewer Manhole
13. 422 LF 12” Storm Drain Main
14. 5 EA 48” Storm Drain Manhole
15. 11 EA Street Light
16. 802 LF 12” Gravity Irrigation Main
17. 1 EA Irrigation Pump Station

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 Pontifex Capital L.L.C. 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 6th day of July, 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho, this the 6th day of July, 2026.

Approved By:

_____

Eric Phillips, Mayor

Attest:

_____

Kristina Buchan, City Clerk

3300 Ustick, LLC
1775 W State Street #259
Boise, ID 83702

Dedication Request of Public Facilities

I, Lee Gientke as the Manager of 3300 Ustick, LLC, hereby request that the City of Caldwell accept dedication of all public utilities constructed as part of this development.

Authorized Agent

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: Solstice Subdivision

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: Teller Bard

Employer: Kinley-Horn and Associates, INC

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

Name: Lee Gientke

Firm: Pontifex Capital, LLC

Address: 1775 W. State Street

City: Boise State: Idaho ZIP: 83702

* 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.

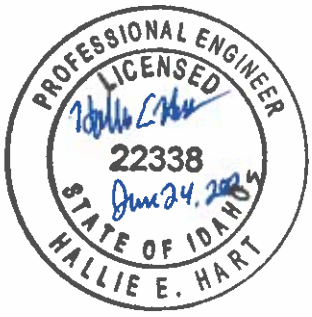
Recommendation	Yes
I have reviewed and approved all drinking water and wastewater improvements included in this project, and I recommend that the district health department release sanitary restrictions.	☒
OR	
I have reviewed and approved only the drinking water ☐ wastewater ☐ (check one) improvements 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

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

CITY OF *Caldwell, Idaho*

ENGINEER'S CERTIFICATION FORM

(City of Caldwell)

SOLSTICE SUBDIVISION
Name of Subdivision

PONTIFEX CAPITAL, LLC
Developer

TELLER BARD, PE
Engineer of Record

I hereby ~~certify~~ STATE 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.

Signature of Engineer / Representative

01/06/26
Date

Engineers Stamp

PROFESSIONAL ENGINEER LICENSED 19946 01/06/26 STATE OF IDAHO TELLER BARD
Expires 10/20/2027

"The Treasure of the Valley"

Memorandum

To:

City Council

Meeting Date:

July 6, 2026

Item Name:

Approve Resolution requesting dedication of water main line facilities within the LS Ranch Subdivision, Phase No. 4

Summary Statement:

In accordance with the requirement that water main line facilities in the LS Ranch Subdivision, Phase No. 4 development, be public facilities, the developer has requested the dedication of these facilities to the City of Caldwell. Attached to this memorandum are the following documents.

A. Letter from John Cotner, requesting the dedication of water main line facilities in the LS Ranch Subdivision, Phase No. 4.
B. Engineer's certificate from Aspen Engineers affirming that the facilities were constructed according to approved plans.
C. Letter from the City of Caldwell to the State Division of Environmental Quality indicating City's approval of proposed improvement plans.

Also attached to this memorandum is a proposed resolution of City Council accepting the dedication of certain facilities to the City

Recommended Action:

It is the recommendation of the Engineering Department that the Council favorably consider this request for dedication of the facilities and approve the resolution as submitted.

Budget:

Cost:
GL Account:
Timeline:
Department:
Project Manager:

Attachments:

1. Dedication M&R 2026 _ LS Ranch Phase No. 4
2. 1. City Dedication Request
3. 3. QLPE Signed_LS Ranch
4. 4. LS Ranch No. 4 - Engineer's Letter (2026-06-17)

MEMORANDUM

TO: Caldwell City Council
Meeting Date: July 6, 2026

AGENDA ITEM INFORMATION

SUBJECT:

Dedication of Water main line facilities within LS Ranch Subdivision, Phase No. 4.

Department Submittals	***X to mark***	***Initials***
Building Department		
CDBG		
Clerk		
City Attorney		
Finance Department		
Human Resources		
Planning & Zoning		
Fire Department		
Police Department		
Public Works		
Street Department		
Water Department		
WWTP		
Engineering	X	JC
Mapping		
Parks and Recreation		
Airport		
Information Systems		
Golf Course		
OTHER:		

COST IMPACT:	$0.00
FUNDING SOURCE:	
TIMELINE:	

Finance Review ☐ ***Budgeted*** ☐ ***Not Budgeted*** ☐

SUMMARY STATEMENT:

In accordance with the requirement that water main line facilities in the LS Ranch Subdivision, Phase No. 4 development, be public facilities, the developer has requested the dedication of these facilities to the City of Caldwell. Attached to this memorandum are the following documents.

A. Letter from John Cotner, requesting the dedication of water main line facilities in the LS Ranch Subdivision, Phase No. 4.
B. Engineer's certificate from Aspen Engineers affirming that the facilities were constructed according to approved plans.
C. Letter from the City of Caldwell to the State Division of Environmental Quality indicating City's approval of proposed improvement plans.

Also attached to this memorandum is a proposed resolution of City Council accepting the dedication of certain facilities to the City

RECOMMENDED ACTION:

It is the recommendation of the Engineering Department that the Council favorably consider this request for dedication of the facilities and approve the resolution as submitted.

RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF CALDWELL, IDAHO ACCEPTING DEDICATION OF WATER MAIN LINE FACILITIES LOCATED IN THE LS RANCH SUBDIVISION, PHASE NO. 4 DEVELOPMENT, TO SAID CITY BY JOHN COTNER IN ACCORDANCE WITH PROCEDURES ESTABLISHED IN CITY RESOLUTION NO. 4-94

Be It Resolved that the City of Caldwell, Idaho hereby accepts from John Cotner, the dedication of water main lines within the LS Ranch Subdivision, Phase No. 4, and which facilities include the following appurtenances exclusively of service lines:

DESCRIPTION

LS Ranch Subdivision, Phase No. 4

1. 1934 LF 8" Water Main
2. 89 LF 6" Water Main
3. 18EA 8" Water Valves
4. 4 EA 6" Water Valves
5. 2 EA Single Water Meters
6. 8 EA Double Water Meters
7. 4 EA Fire Hydrants

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 Toll Brothers 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 6th day of July, 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho, this the 6th day of July, 2026.

Approved By:

_____

Eric Phillips, Mayor

Attest:

_____

Kristina Buchan, City Clerk

Letter Template

Date: 6/17/2026

To: City of Caldwell

Re: Dedication of Water

I, John Cotner, as owner and developer of Lone Star Ranch, request that the installed public facilities in phase 3 of Lone Star Ranch be dedicated to the City of Caldwell.



JOHN COTNER

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: LS Ranch Subdivision, Phase No. 4

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: Lance Warnick PE

Employer: Aspen Engineer

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

Name: John Cotner

Firm: Lone Star Land, LLC

Address: PO Box 785

City: Meridian State: Idaho ZIP: 83680

* 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

24038

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

ENGINEER'S CERTIFICATION FORM
(City of Caldwell)

LS RANCH SUBDIVISION NO. 4
Name of Subdivision

LONE STAR LAND, LLC (CONTACT: JOHN COTNER)
Developer

LANCE WARNICK, ASPEN ENGINEERS
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 has 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.

Signature of Engineer / Representative

06/17/2026
Date

Engineers Stamp

PROFESSIONAL ENGINEER
REGISTERED
10077
STATE OF IDAHO
LANCE WARNICK

Memorandum

To:

City Council

Meeting Date:

July 6, 2026

Item Name:

Approve Resolution authorizing the Wastewater Treatment Plant (WWTP) Chemical Addition and Flocculation Filter building upgrade

Summary Statement:

This project is for the installation of previously pre-purchased flocculation mixers into the flocculation basins of the WWTP filter building. This filter building was previously installed to polish the effluent coming from the final clarifiers, but the flocculation equipment was not installed at that time.

Additionally, the pumps, piping, and static mixers required for efficient chemical injection will also be installed during this phase of the project. Structural, mechanical, electrical and instrumentation improvements, plus startup and commissioning of new equipment are included in the scope of this project. Upon completion, WWTP operators will have significant control over phosphorus discharge to the Boise river.

This project helps ensure new phosphorus limits, coming into effect October 1, 2026, are met. These limits are set by the 2016 National Pollutant Discharge Elimination System (NPDES) permit for the City of Caldwell WWTP which is administered by the Idaho Department of Environmental Quality.

The City of Caldwell Wastewater Treatment Plant (WWTP) treats the wastewater generated by the City of Caldwell, with a population of approximately 79,000. As growth continues across the city, WWTP must continue efforts to upgrade the complex to meet capacity and meet regulatory compliance expectations.

Recommended Action:

The Public Works Department recommends that Council and Mayor execute Public Works Public Works Construction of the WWTP Chemical Addition and Flocculation filter Building Upgrade by Desert View Construction for $546,443.00.

Budget: Finance Review

Cost: 546,443.00
GL Account: 72-8-27-200-87500
Timeline: July 2026 -- October 2026
Department:
Project Manager:

Attachments:

1. WWTP Chemical Addition Phase 1 Award Recommendation
2. Memorandum - Chemical Addition and Flocculation filter Building Upgrade
3. Resolution- Chemical Addition and Flocculation filter Building Upgrade
4. Notice of Award Desert View
5. [Desert View Construction, Inc] Response Document Report (3)
6. Agreement Desert View

BOWEN COLLINS & ASSOCIATES

776 EAST RIVERSIDE DRIVE, SUITE 250 • EAGLE, IDAHO 83616
TEL: 208.939.9561 • FAX: 208.939.9571

June 24, 2026

Alex Schoonen
City of Caldwell
205 South 6th Avenue
Caldwell, Idaho 83605

Subject: Recommendation to Award Construction Contract for WWTP Filter Chemical Addition – Phase 1 Project

Dear Hallie:

On June 18, 2026 bids were received by the City of Caldwell (City) for the Wastewater Treatment Plant (WWTP) Filter Chemical Addition – Phase 1 Project. Five of the ten general contractors that were prequalified to bid the project submitted bids. Bowen, Collins & Associates (BC&A) has tabulated each bid in accordance with the requirements set forth in the Instructions to Bidders in the Contract Documents.

A tabulation of all bids that were submitted is included with this letter. All bids were complete and responsive, and there were no apparent errors in the bids submitted. Based on the final bid tabulation, it is recommended that the City award the contract for construction of the WWTP Filter Chemical Addition – Phase 1 Project to the low bidder, Desert View Construction.

If you have any questions, please call me at (208) 939-9561.

Sincerely,
Bowen Collins & Associates, Inc.

Greg Loscher, P.E.
Project Manager

pc: Tony Harmon/City of Caldwell
Hallie Hart, P.E./ City of Caldwell

encl: Bid Tabulation

MEMORANDUM

TO: Caldwell City Council

Meeting Date July 6, 20 26

AGENDA ITEM INFORMATION

SUBJECT:

Approve engineering services for the Public Works Construction of the Wastewater Treatment Plant (WWTP) Chemical Addition and Flocculation filter Building Upgrade by Desert View Construction for $546,443.00.

Department Submittals	***X to mark***	***Initials***
Building Department		
CDBG		
Clerk		
City Attorney		
Finance Department		
Human Resources		
Planning & Zoning		
Fire Department		
Police Department		
Public Works	X	TH, AS
Street Department		
Water Department		
WWTP	X	AA, AZ, ML
Engineering		
Mapping		
Parks and Recreation		
Airport		
Information Systems		
Golf Course		
OTHER:		

COST IMPACT: $546,443.00

FUNDING SOURCE: 72-8-27-200-87500

TIMELINE: July 2026 -- October 2026

FINANCE REVIEW: ☑ ***BUDGETED:*** ☐ ***NOT BUDGETED:*** ☐

SUMMARY STATEMENT:

This project is for the installation of previously pre-purchased flocculation mixers into the flocculation basins of the WWTP filter building. This filter building was previously installed to polish the effluent coming from the final clarifiers, but the flocculation equipment was not installed at that time.

Additionally, the pumps, piping, and static mixers required for efficient chemical injection will also be installed during this phase of the project. Structural, mechanical, electrical and instrumentation improvements, plus startup and commissioning of new equipment are included in the scope of this project. Upon completion, WWTP operators will have significant control over phosphorus discharge to the Boise river.

This project helps ensure new phosphorus limits, coming into effect October 1, 2026, are met. These limits are set by the 2016 National Pollutant Discharge Elimination System (NPDES) permit for the City of Caldwell WWTP which is administered by the Idaho Department of Environmental Quality.

The City of Caldwell Wastewater Treatment Plant (WWTP) treats the wastewater generated by the City of Caldwell, with a population of approximately 79,000. As growth continues across the city, WWTP must continue efforts to upgrade the complex to meet capacity and meet regulatory compliance expectations.

RECOMMENDED ACTION:

The Public Works Department recommends that Council and Mayor execute Public Works Public Works Construction of the WWTP Chemical Addition and Flocculation filter Building Upgrade by Desert View Construction for $546,443.00.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CALDWELL, IDAHO to approve Public Works Construction of the Chemical Addition and Flocculation filter Building Upgrade which will install previously purchased flocculation mixers in the flocculation basins of the WWTP filter building, along with chemical injection pumps, piping, static mixers, and related structural, mechanical, electrical, instrumentation, startup, and commissioning work. The improvements will allow WWTP operators to better control phosphorus discharge to the river and help ensure compliance with new phosphorus limits taking effect on October 1, 2026. This project will be completed by Desert View Construction for $546,443.00, from July 2026 to October 2026.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Caldwell, Idaho, to execute Public Works Construction of the WWTP Chemical Addition and Flocculation filter Building Upgrade by Desert View Construction for $546,443.00.

PASSED BY THE COUNCIL of the City of Caldwell, Idaho this _____ day of _____ 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho this _____ day of _____ 2026.

Approved

By _____

Mayor

ATTEST:

By _____

City Clerk

SECTION 00 51 00
NOTICE OF AWARD

Copyright © 2018 (EJCDC® C-510) National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Date of Issuance:	July 6, 2026		
Owner:	City of Caldwell	Owner's Contract No.:	
Engineer:	Bowen, Collins & Associates	Engineer's Project No.:	403-25-03
Project:	WWTP Filter Chemical Addition – Phase 1	Contract Name:	WWTP Filter Chemical Addition – Phase 1
Bidder:	Desert View Construction, Inc		
Bidder's Address:	21520 Ustick Road, Caldwell, ID 83607		

You are notified that Owner has accepted your Bid dated [June 18, 2026] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Caldwell WWTP Filter Chemical Addition – Phase 1 project improvements

The Contract Price of the awarded Contract is: $ [546,443.00] *[note if subject to unit prices, or cost-plus]*

[Two] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[Revise if multiple copies accompany the Notice of Award]*

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [Two] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security (e.g., performance and payment bonds) and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

By: Alex Schoonen
Authorized Signature

Name (printed): Alexander Schoonen

Title: Wastewater Engineer

Copy: Engineer
Alex Schoonen
Tony Harmon
Hallie Hart

END OF SECTION

[DESERT VIEW CONSTRUCTION, INC] RESPONSE DOCUMENT REPORT

IFB No. TBD

City of Caldwell: Waste Water Treatment Plant Filter Chemical Addition - Phase 1

RESPONSE DEADLINE: June 18, 2026 at 4:00 pm

Report Generated: Monday, June 22, 2026

Desert View Construction, Inc Response

CONTACT INFORMATION

Company:
Desert View Construction, Inc

Email:
benji@desertviewci.com

Contact:
Benji Young

Address:
21520 Ustick Road
Caldwell, ID 83607

Phone:
(208) 571-0780

Website:
N/A

Submission Date:
Jun 18, 2026 3:17 PM (Mountain Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jun 17, 2026 8:30 AM by Benji Young

QUESTIONNAIRE

1. Business Type*
Please indicate what type of business your company operates as.

A Corporation

2. Business Type Document*
Please the document provided here and sign the proper section, or have the proper section signed (as applicable), and upload back here as part of your submittal.

- Business_Type.docx

Business_Type_Document.pdf

3. WH-5 Tax Form*
Upload a completed WH-5 Tax Form

WH-5_Form.pdf

4. Contractor's License Number*
Please enter your Contractor's License Number as issued to participate on Public Works Projects within the State of Idaho.

028168 - Unlimited

5. Subcontractors*

Please download the attached subcontractor form and fill it out specifying all requested information for all applicable subcontractors you will be using for this project.

If you will not be subcontracting any of this work, please write on the form that you will be using no subs and then upload it here.

- Subcontractors.docx

Subcontractors_List.pdf

6. Bid Document(s)*

Upload form from Volume 1 section 00 41 00 and any other documents you wish to submit with your bid or that have been noted as required.

Bid_Bond.pdf
Authority_to_Sign.pdf
Public_Works_License.pdf
Idaho_Contractors_License.pdf
Exhibit_A_-_Certification_of_Company.pdf
Bid_Form_00_41_00.pdf

7. Attachment D - Certification of Company*

Are you able to sign and meet the requirements of Attachment D - Certification of Company included with this Request for Qualification?

Yes

8. Representations*

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all Bidding Documents including Addenda (receipt of all addenda must be acknowledged);

BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing the Work;

BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the technical data contained in such reports and drawings upon which BIDDER is entitled to rely;

BIDDER assumes responsibility for obtaining and carefully studying all examinations, investigations, explorations, tests and studies in addition to or to supplement those referred to in (c) above which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes;

BIDDER has reviewed and checked all information and data shown or indicated on the Plans and Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location and protection of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents;

BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents;

BIDDER has given CITY ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by CITY ENGINEER is acceptable to BIDDER;

This Bid is genuine and not made in the interest of or on behalf of an undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

Party submitting this bid confirms that they are authorized to do so by the Company noted in this bid and has uploaded any signed documents required to show such authority.

Confirmed

PRICE TABLES

LUMP SUM BIDDING

See Section 00 41 00--Bid Bonds for more info

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Lump Sum Bid Price for Construction of WWTP Filter Chemical Addition – Phase 1 Project, complete.	1	each	$453,998.00	$453,998.00
2	Controls Programming and SCADA Integration	1	each	$57,445.00	$57,445.00
3	Permit Allowance	1	each	$5,000.00	$5,000.00
4	Contingency Allowance	1	each	$30,000.00	$30,000.00
TOTAL					**$546,443.00**

BIDDER shall sign in the appropriate block below:

An Individual

By: N/A (Individual's Name) Date: _____

Phone: _____ Address: _____

_____
(Business Name)

A Partnership

By: N/A (Firm's Name) Date: _____

_____ Phone: _____

(Business Address)

_____ _____
(General Partner) (Partner)

_____ _____
(Partner) (Partner)

A Corporation

By: Desert View Construction, Inc. Phone: (208) 571-0780
(Corporation Name)

State of Inc. Idaho Address: 21520 Ustick Rd, Caldwell ID 83607

By: Benji Young - Benji Young Title: President
(Corporate Seal)

Attest: Kerri Yr Date: 6/18/26

DESERT VIEW CONSTRUCTION INC. CORPORATE SEAL STATE OF IDAHO

A Joint Venture[1]

By: N/A Name: _____

(Business)

Address: _____

Phone: _____

By: _____ Name: _____

(Business)

Address: _____

Phone:

1 - (Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture shall be in the manner indicated above.)

IDAHO State Tax Commission

Form WH-5
Public Works Contract Report

Contractors awarded Idaho public works contracts must submit this form to the Tax Commission within 30 days of receiving the award. (Idaho Code sections 54-1904A and 63-3624(g)).

Contract awarded by (public body and address)
City of Caldwell 621 Cleveland Blvd. Caldwell, ID 83605

Contract awarded to (contractor's name and address)
Desert View Construction, Inc. 21520 Ustick Rd. Caldwell, ID 83607

State of incorporation	Federal Employer Identification Number (EIN)	Date qualified to do business in Idaho
Idaho	81-3690690	Oct. 14, 2016

Business operates as: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ LLC

Public works contractor license number: 028168 - Unlimited

Sole proprietor's Social Security number	Idaho sellers permit number	Idaho withholding tax permit number
N/A	N/A	N/A

Awarding agency project number

Amount of contract: $

Description and location of work to be performed: Construction of new flash mix pumps & dosing equipment for chemical addition at the Caldwell WWTP Filter Bldg.

Project Dates

Scheduled project start date: July 2026 Completion date: October 2026

If the following information isn't available at this time, please enter date it will be:

All Subcontractors

Name: Carson Electric LLC | Federal EIN:
Address: 35 W. Owyhee Street, Suite 3 | Public works contractor license number: 3B71795
City: Homedale | State: ID | ZIP Code: 83628 | Amount of subcontract: $ 111,910.00
Description of work: electrical & Controls

Name: Advanced Control Systems | Federal EIN:
Address: 2540 East Franklin Road | Public works contractor license number: 347742-B
City: Meridian | State: ID | ZIP Code: 83642 | Amount of subcontract: $ 57,445.00
Description of work: Programming

Name: | Federal EIN:
Address: | Public works contractor number:
City: | State: | ZIP Code: | Amount of subcontract: $
Description of work:

Name: | Federal EIN:
Address: | Public works contractor license number:
City: | State: | ZIP Code: | Amount of subcontract: $
Description of work:

All Subcontractors (*continued*)

Name			Federal EIN
Address			Public works contractor license number
City	State	ZIP Code	Amount of subcontract $
Description of work			

Name			Federal EIN
Address			Public works contractor license number
City	State	ZIP Code	Amount of subcontract $
Description of work			

Name			Federal EIN
Address			Public works contractor license number
City	State	ZIP Code	Amount of subcontract $
Description of work			

Suppliers

List your major suppliers of materials, equipment, and supplies. Include items removed from inventory and items provided to you by the government agency for use in this project.

Name	Federal EIN	Total value
MISCO Water		$ 41,150.00
Address	**Materials and equipment purchased and used**	
6440 Oak Canyon #150	Static Mixer, Injection Quills, & Metering Pump	
City, State, ZIP Code / **Phone number**	**Please select how sales or use tax was paid.**	
Irvine, CA 92618 / (949) 458-5555	☐ Tax paid to supplier ☐ Tax paid to state* ☒ No tax was paid	

Name	Federal EIN	Total value
Core & Main		$ 100,559.00
Address	**Materials and equipment purchased and used**	
6720 McEwan Rd.	Pipe material	
City, State, ZIP Code / **Phone number**	**Please select how sales or use tax was paid.**	
Lake Oswego, OR 97035 / (503) 620-9123	☒ Tax paid to supplier ☐ Tax paid to state* ☐ No tax was paid	

Name	Federal EIN	Total value
Rhino Pumps		$ 41,596.00
Address	**Materials and equipment purchased and used**	
4208 Capital Street	pumps	
City, State, ZIP Code / **Phone number**	**Please select how sales or use tax was paid.**	
Caldwell, ID 83605 / (208) 760-4384	☐ Tax paid to supplier ☐ Tax paid to state* ☒ No tax was paid	

*If you're reporting any untaxed materials, equipment, or supplies as "items subject to use tax" on your Idaho return, provide the period when you did or will report it: 10/30/26

If you paid tax to a state other than Idaho, write the name state next to "total value" boxes, above. For any tax due that you haven't reported yet, include payment with this form. You can make copies of this form is you need more room.

Sign Here	Authorized signature	Print name	Phone number	Date
	Benji Young	Benji Young	(208) 571-0780	6/18/26

File with the Idaho State Tax Commission, PO Box 36, Boise ID 83722-0410

For more information, call (208) 334-7618 | Fax: (208) 332-6619 | Email: **contractdesk@tax.idaho.gov**

SUBCONTRACTORS

The BIDDER certifies that the following subcontracting firms or businesses will be awarded contracts for the following portions of the work in the event that the BIDDER is awarded the Contract. All subcontractors to be utilized on this project must be listed below.

Excavation:

Name: N/A

Address: _____

Concrete:

Name: Desert View Construction

Address: 21520 Ustick Rd Caldwell, ID

Asphalt Paving:

Name: N/A

Address: _____

Traffic & Pedestrian Control

Name: N/A

Address: _____

Pavement Markings

Name: N/A

Address: _____

SWPPP: N/A

Name: _____

Address: _____

Landscaping:

Name: N/A

Address: _____

Electrical:

Name: Carson Electric LLC

Address: 35 W. Owyhee Street, Homedale, ID

Survey N/A

Name: _____

Address: _____

Other: Programming

Name: Advanced Control Systems

Address: 2540 E. Franklin Rd. Meridian, ID

Other: HVAC

Name: N/A

Address: _____

Other: Plumbing

Name: N/A

Address: _____

Insert an additional page if necessary to list all sub-contractors that will perform work on this project

SECTION 00 43 13
BID BOND (PENAL SUM FORM)

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Bidder	**Surety**
Name: Desert View Construction, Inc. Address *(principal place of business)*: 21520 Ustick Road Caldwell, ID 83607	Name: American Alternative Insurance Corporation Address *(principal place of business)*: 555 College Road East Princeton, NJ 08543
Owner	**Bid**
Name: City of Caldwell Mailing address *(principal place of business)*: 621 Cleveland Boulevard Caldwell, Idaho 83605	Project *(name and location)*: WWTP Filter Chemical Addition – Phase 1 Bid Due Date 6/18/2026

Bond

Penal Sum: FIVE PERCENT OF TOTAL AMOUNT BID (5% OF BID AMOUNT)

Date of Bond: 6/10/2026

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth herein, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
Desert View Construction, Inc. *(Full formal name of Bidder)*	American Alternative Insurance Corporation *(Full formal name of Surety) (corporate seal)*
By: Benji Young *(Signature)*	By: *(Signature) (Attach Power of Attorney)*
Name: Benji Young *(Printed or typed)*	Name: Matthew Grenrood *(Printed or typed)*
Title: President	Title: Attorney-in-Fact
Attest: Kerri Young *(Signature)*	Attest: *(Signature)*
Name: Kerri Young *(Printed or typed)*	Name: Jennifer Grenrood *(Printed or typed)*
Title: Secretary	Title: Witness/Attest

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation will be null and void if:

   3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2 All Bids are rejected by Owner, or

   3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

CERTIFIED COPY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

Matthew Grenrood; and Jennifer Grenrood

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Fifty Million Dollars ($150,000,000.00)**. Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.
This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 9th day of January, 2026.

AMERICAN ALTERNATIVE INSURANCE CORPORATION CORPORATE SEAL 1923 STATE OF DELAWARE

By: _____
Cathy Smith
President

Attest: _____
Ignacio Rivera (Jan 9, 2026 09:58:05 EST)
Ignacio Rivera
General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF MIDDLESEX

The foregoing instrument was acknowledged before me by means of online notarization this 9th day of January, 2026, by Cathy Smith and Ignacio Rivera, who are personally known to me.

Notary Stamp here

BETH COHAN-CHIN
Commission #2209356
Notary Public, State of New Jersey
My Commission Expires February 2, 2028

Beth Cohan-Chin
Beth Cohan-Chin (Jan 12, 2026 12:20:38 EST)
Beth Cohan-Chin, Notary Public
State of New Jersey
My Commission Expires February 2, 2028

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

   RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

   RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

   FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

   FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.
4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 10th day of June 2026

AMERICAN ALTERNATIVE INSURANCE CORPORATION CORPORATE SEAL 1923 STATE OF DELAWARE

AMERICAN ALTERNATIVE INSURANCE CORPORATION

Ignacio Rivera
General Counsel & Secretary

TRS-1001-1

Desert View Construction, Inc.

21520 Ustick Rd.

Caldwell, Idaho 83607

STATE OF IDAHO)

)SS:

COUNTY OF CANYON)

I, Kerri Young, hereby certify that a meeting of the Board of Directors of Desert View Construction, Inc., a corporation existing under the laws of the State of Idaho, held on January 9, 2026, the following resolution was duly passed and adopted:

"RESOLVED, that Benji Young, as President of this Corporation, be and is hereby authorized to execute any and all bids by this Corporation and that his execution thereof, attested by the Secretary of this Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the official seal of this Corporation this 18th day of June, 2026.

DESERT VIEW CONSTRUCTION INC. CORPORATE SEAL STATE OF IDAHO

Kerri Young, Secretary

21520 Ustick Rd.

Caldwell, Idaho 83607

State of Corporation: Idaho

Division of Occupational and Professional Licenses
11341 W Chinden Blvd. Boise, ID 83720-0063
dopl.idaho.gov

The person, firm, or corporation whose name appears on this certificate has complied with the provisions of the Idaho Public Works Contractors License (PWCL) Board statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

DESERT VIEW CONSTRUCTION INC
21520 USTICK RD
CALDWELL ID 83607-9598

Public Works Contractor - Class Unlimited License
028168

Issued: 01-May-2026 Expires: 08-Nov-2027

Renewal Required

Russell S. Barron
Administrator

Printed: 01-May-2026

Public Works Contractors License (PWCL) Board

DESERT VIEW CONSTRUCTION INC
Public Works Contractor - Class Unlimited License
028168

Expires: 08-Nov-2027

Russell S. Barron
Administrator

Division of Occupational and Professional Licenses
11341 W Chinden Blvd. Boise, ID 83720-0063
dopl.idaho.gov

The person, firm, or corporation whose name appears on this certificate has complied with the provisions of the Idaho statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

DESERT VIEW CONSTRUCTION INC

General Contractor Registration
RCE-43296

Issued: 04-Nov-2025 Expires: 17-Nov-2026

Renewal Required

Russell S. Barron
Administrator

Printed: 05-Nov-2025

DESERT VIEW CONSTRUCTION INC
General Contractor Registration
RCE-43296
Expires: 17-Nov-2026

Russell S. Barron
Administrator

Exhibit A

SPECIAL ADDENDUM TO CONTRACT WITH THE CITY OF CALDWELL COMPLIANCE WITH IDAHO CODE § 67-2346 AND IDAHO CODE § 67-2359

CERTIFICATION OF COMPANY

WHEREAS, the City of Caldwell and Desert View Construction, Inc. (Company) are entering into that certain contract to which this Special Addendum is attached (Contract); and,

WHEREAS, the Company is required by law to make certain certifications in contracts with the City of Caldwell concerning the Company's business practices and ownership.

NOW, THEREFORE, THE COMPANY CERTIFIES THE FOLLOWING:

ANTI-BOYCOTT AGAINST ISRAEL ACT. IDAHO CODE § 65-2346.

[X] By checking this box, the Company certifies that the Company is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. For the purpose of this certification, the terms "Boycott Israel" and "Boycott the State of Israel" shall have the meanings assigned to them by Idaho Code § 67-2346.

CONTRACT WITH A COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED. IDAHO CODE § 65-2359.

[X] By checking this box, the Company certifies that the Company is not currently owned or operated by the government of China and will not, for the duration of the Contract, be owned or operated by the government of China. For the purpose of this certification, the term "Government of China" shall have the meaning assigned to it by Idaho Code § 67-2359.

Benji Young

AUTHORIZED SIGNATORY OF THE COMPANY

Printed Name: Benji Young

DATE: 6/18/26

SECTION 00 41 00
BID FORM

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The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

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ARTICLE 5 – Bidder's Acknowledgements: Acceptance Period, Instructions, And Receipt of Addenda 3

ARTICLE 6 – Bidder's Representations And Certifications 3

ARTICLE 1 – OWNER AND BIDDER

1.01 *This Bid is submitted to:*

City of Caldwell
Attention: Alex Schoonen, Project Manager

1.02 *The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.*

ARTICLE 2 – ATTACHMENTS TO THIS BID

2.01 *The following documents are submitted with and made a condition of this Bid:*

A. Required Bid security.

B. List of Proposed Subcontractors and Major Materials Suppliers.

C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids.

D. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids.

ARTICLE 3 – BASIS OF BID – LUMP SUM BID AND UNIT PRICES

3.01 *Lump Sum Bids*

A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s):

Item No.	Description	Amount
1	Lump Sum Bid Price for Construction of WWTP Filter Chemical Addition – Phase 1 Project, complete.	$ 453,998.00
2	Controls Programming and SCADA Integration	$ 57,445.00
3	Permit Allowance	$ 5,000.00
4	Contingency Allowance	$ 30,000.00
	Total Lump Sum Base Bid Price (Items 1 through 4)	$ 546,443.00
	$ Five hundred & Forty six thousand, & Four hundred & forty three dollars. **(Total Lump Sum Base Bid Price in Words)**	

B. All specified cash allowance(s) are included in the price(s) set forth and have been computed in accordance with Paragraph 13.02 of the General Conditions.

C. All specified contingency allowances are included in the price(s) set forth and have been computed in accordance with Paragraph 13.02 of the General Conditions.

ARTICLE 4 – TIME OF COMPLETION

4.01 *Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.*

4.02 *Bidder accepts the provisions of the Agreement as to liquidated damages.*

ARTICLE 5 – BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	6/16/26

ARTICLE 6 – BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified

in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder: Desert View Construction, Inc.
(typed or printed name of organization)

By: Benji Young
(individual's signature)

Name: Benji Young
(typed or printed)

Title: President
(typed or printed)

Date: 6/18/26
(typed or printed)

DESERT VIEW CONSTRUCTION INC. CORPORATE SEAL STATE OF IDAHO

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: Kerri Young
(individual's signature)

Name: Kerri Young
(typed or printed)

Title: Secretary
(typed or printed)

Date: 6/18/26
(typed or printed)

Address for giving notices:
21520 Ustick Rd.
Caldwell, ID 83607

Bidder's Contact:

Name: Benji Young
(typed or printed)

Title: President
(typed or printed)

Phone: (208) 571-0780

Email: Benji@desertviewci.com

Address:
21520 Ustick Rd.
Caldwell, ID 83607

Bidder's Contractor License No.: (if applicable) 028168 - Unlimited
RCE - 43296

END OF SECTION

SECTION 00 52 13
AGREEMENT

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This agreement is by and between City of Caldwell ("Owner") and Desert View Construction, Inc. ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Caldwell WWTP Filter Chemical Addition – Phase 1 project improvements.

ARTICLE 2 – THE PROJECT

2.01 *The Project, of which the Work under the Contract Documents is a part, is generally described as follows:*

Construction of new flash mix pumps and dosing equipment for chemical addition at the Caldwell WWTP Filter Building. Work includes: modification of selected building elements; installation of two pre-purchased flocculation mixers; supply and installation of flash mix pumps, dosing pump, static mixer; structural, mechanical, electrical and instrumentation improvements; startup and commissioning of new equipment.

ARTICLE 3 – ENGINEER

3.01 *Owner has retained Bowen Collins & Associates ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.*

3.02 *The part of the Project that pertains to the Work has been designed by Bowen Collins & Associates.*

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

B. The Work will be substantially completed on or before August 14, 2026, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before August 28, 2026.

4.03 *Milestones*

A. None.

4.04 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties

also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner $ 2,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion until the Work is substantially complete.
2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $ 500 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5 – CONTRACT PRICE

5.01 *Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:*

A. For all Work, at the prices stated in the Contractor's Bid, a total contract price of:

$ 546,443.00

B. The Contractor's Bid is attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of

payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 95 percent of Work completed (with the balance being retainage).

1) If 50 percent or more of the Work has been completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment or return or release retainage at Substantial completion or any other time, unless contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of 5 percent per annum.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all the following:

1. This Agreement.
2. Bonds.
    a. Performance bond (together with power of attorney).
    b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the Table of Contents of the project manual.
6. Drawings listed in the Index of Drawings in Volume 3
7. Addenda (numbers 1 to 1 , inclusive).
8. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid.

9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

    a. Notice to Proceed.

    b. Work Change Directives.

    c. Change Orders.

    d. Field Orders.

    e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8 – REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests,

studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

12. The Contractor is an appropriately licensed public works contractor per Idaho Code Section 54-1902.

13. Contractor shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring the Contractor's compliance with any Laws or Regulations.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C 700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor,

through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on , 2026 (which is the Effective Date of the Contract).

Owner:

_____
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

_____

_____

_____

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

_____

_____

_____

Phone: _____

Email: _____

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

_____
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

_____

_____

_____

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

_____

_____

_____

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

END OF SECTION

Memorandum

To:

City Council

Meeting Date:

July 6, 2026

Item Name:

Approve the updated real estate lease agreement with Canyon County for the Caldwell Events Center and the Canyon County Fairgrounds

Summary Statement:

Lease agreement with Canyon County for Caldwell Event Center and Canyon County Fairgrounds

Recommended Action:

Budget:

Cost:
GL Account:
Timeline:
Department:
Project Manager:

Attachments:

1. Updated_2026 Event Center Lease Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF CALDWELL TO ENTER INTO REAL ESTATE LEASE AGREEMENT WITH CANYON COUNTY FOR CALDWELL EVENTS CENTER.

The following resolution was considered and adopted by the Caldwell City, Idaho Mayor and Council on this ____ day of July, 2026.

Upon the motion of Councilor _____ and the second by Councilor _____, and approved the Mayor and Council resolves as follows:

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 grants authority to Cities to enter into contracts; and

WHEREAS, Idaho Code § 50-301 gives cities general powers to manage their real and personal property subject to restrictions of law; and

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

WHEREAS, the City desires to enter into Real Estate Lease Agreement with Canyon County for the purposes of allowing Canyon County access to the Caldwell Events Center to host the annual Canyon County Fair.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Mayor and Council of the City of Caldwell, Idaho, that the Real Estate Lease Agreement (Caldwell Events Center and/or Canyon County Fairgrounds) with Canyon County be executed**.**

PASSED BY THE COUNCIL of the City of Caldwell, Idaho on this 6th day of July, 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho this 6th day of July, 2026.

By: _____
Eric Phillips
Mayor

ATTEST:

By:_____
City Clerk

REAL ESTATE LEASE AGREEMENT
(Caldwell Events Center and/or Canyon County Fairgrounds)

This Agreement is made and entered into on this _____ day of _____, 2026, by and between the City of Caldwell, an Idaho municipal corporation (hereinafter referred to as "CITY") and Canyon County, Idaho, a political subdivision of the State of Idaho (hereinafter referred to as "COUNTY").

W I T N E S S E T H:

CITY and COUNTY desire to enter into a mutual real estate lease for the purpose of continued joint use and occupancy of the Caldwell Events Center for the Canyon County Fair in consideration of the economic investment of each party. The Caldwell Events Center (hereinafter "Events Center") is described in **Attachment A** and herein incorporated by reference.

The term of this lease shall commence on the effective date and shall continue until terminated as provided herein in Section 7.

It is understood and agreed by the undersigned that the terms of this Agreement are as follows:

1. RENT and ANNUAL OCCUPANCY TERM FOR COUNTY FAIR: CITY agrees to allow COUNTY for the term of this Agreement to have complete occupancy, access and use of the Events Center for the Canyon County Fair without cost and without assessment of utilities or rent for the period of time sufficient to prepare and set up for, execute, wind up the Fair and vacate the premises. This period of time shall at least be the period of time the Fair has historically used the Events Center on or about the dates upon which the Fair has been historically held.

2. COUNTY TO PAY OWN OPERATIONAL COSTS AND EXPENSES FOR COUNTY FAIR: The parties agree that COUNTY will be responsible for the payment of its own operational costs and expenses including, but not limited to, personnel expenses, insurance, and all maintenance necessary to maintain the Events Center in as good condition as it is found by the COUNTY each year at the commencement of COUNTY's annual occupancy described in Section 1.

3. COUNTY TO SECURE INSURANCE COVERAGE FOR COUNTY FAIR: COUNTY agrees to obtain and maintain in full force and effect during its annual occupancy general liability insurance, with commercially reasonable terms and limits, for all accidents, incidents or injuries that occur during or relate to its annual occupancy.

4. ENTRY BY CITY DURING FOR COUNTY FAIR: CITY shall have the right to enter the leased premises at any reasonable time to examine the same and determine the maintenance and state of repair.

5. USE OF PROPERTY: COUNTY will use the Events Center during the Canyon County Fair for the sole purpose of operating the Canyon County Fair and COUNTY shall at all times comply with all laws, regulations, and ordinances. COUNTY's use of the Property shall not be changed without the written consent of CITY.

6. INDEMNIFICATION BY COUNTY: COUNTY agrees to indemnify, defend, 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 arising out of or in connection with the acts and/or any performances of activities of COUNTY, COUNTY's agents, employees, invitees or representatives under this Agreement.

7. EXPIRATION AND TERMINATION: This Agreement shall continue until from the effective date of this Agreement until August 15, 2026. Provided, however, that provisions concerning occupancy of the Canyon County Fair shall terminate if the Canyon County Fair is ever held at a location other than the Events Center.

A. The provisions of this Agreement shall inure to and bind the parties and their respective assigns and successors in interest.

B. This Agreement shall be executed by the parties in two (2) original counterparts, and each counterpart shall be deemed as an original.

C. This Agreement constitutes the entire Agreement between the parties hereto.

D. In the event that any provision of this Agreement shall be deemed illegal or unenforceable, such determination shall not operate to invalidate any of the remaining provisions of this Agreement.

E. This Agreement is established under the laws of the State of Idaho, and all questions concerning its validity and construction shall be determined under such laws.

F. Each party agrees to perform any act necessary to accomplish the parties' intent with regard to this Agreement.

DATED this _____ day of _____, 2026.

CITY OF CALDWELL

_____
ERIC PHILLIPS, Mayor

Attest:

_____
KRISTNA BUCHAN
Caldwell City Clerk

DATED this _____ day of _____, 2026.

CANYON COUNTY
CANYON COUNTY BOARD OF COMMISSIONERS

_____
Commissioner Leslie Van Beek

_____
Commissioner Brad Holton

_____
Commissioner Zach Brooks

ATTEST: Jess Urresti, Clerk

By:_____
Deputy Clerk



Attachment A

RESOLUTION NO. 214-21

RESOLUTION BY THE CITY OF CALDWELL, IDAHO ISSUING A WARRANTY DEED FROM CANYON COUNTY FOR REAL PROPERTY LOCATED AT THE CALDWELL EVENT CENTER HOUSING THE CANYON COUNTY FAIR EXPO BUILDING AND RENEWAL OF THE REAL ESTATE LEASE AGREEMENT WITH CANYON COUNTY.

WHEREAS, the City of Caldwell has partnered with Canyon County concerning the placement of the Canyon County Fair Expo building at the Caldwell Events Center property; and

WHEREAS, Canyon County has awarded the construction project of the Fair Expo Building to HC Company for construction of the structure commencing with a ground-breaking ceremony in 2021; and

WHEREAS, the active lease with Canyon County for joint use and occupancy of the Caldwell Event Center has been amended for extension through August 15, 2025 upon substantially the same terms as the previous lease.

THEREFORE BE IT HEREBY RESOLVED by the Mayor and Council of the City of Caldwell, Idaho, that the Caldwell City Council hereby authorizes the approval and issuance of the Warranty Deed and Real Estate Lease Agreement following final approval by the City Attorney and Mayor and authorizing the Mayor to execute and deliver said documents upon finalization.

PASSED BY THE COUNCIL of the City of Caldwell, Idaho this 6th day of July, 2021.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho this 6th day of July, 2021.

Approved

By _____
Mayor

ATTEST:

By _____
City Clerk

CITY OF CALDWELL INCORPORATED JAN 15 1890 CANYON COUNTY, IDAHO

SCANNED

2021-066562
RECORDED
09/24/2021 08:48 AM
00649431202100665620020025
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=2 LBERG NO FEE
DEED
CITY OF CALDWELL

WARRANTY DEED

THE CITY OF CALDWELL, an Idaho municipal corporation, GRANTOR, of Caldwell, Canyon County, Idaho, hereby CONVEYS, GRANTS and WARRANTS to COUNTY OF CANYON, IDAHO, a political subdivision of the State of Idaho, GRANTEE, whose current address is 1115 Albany Street, Caldwell, Canyon County, Idaho 83605, for the sum of TEN AND NO/100 DOLLARS ($10.00) and other valuable considerations, the following described tract of land in Canyon County, Idaho:

A parcel of land being a portion of Parcel A as shown on the Record of Survey recorded as Instrument No. 2020-075958, Canyon County records, located in the SW ¼ of Section 26, Township 4 North, Range 3 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:
COMMENCING at the SW ¼ corner of the SE ¼ of the SW ¼ of said Section 26 (West 1/16th corner between Sections 26 and 35);
Thence North 00°27'34" East, 1325.17 feet to the SW ¼ corner of the NE ¼ of the SW ¼ (SW 1/16 th corner) of said Section 26;
Thence North 00°27'21" East, 28.06 feet along the West line of said NE ¼ of the SW ¼ to a point on the Southeasterly boundary of said Parcel A;
Thence North 43°53'40" East, 97.85 feet along said Southeasterly boundary of said Parcel A to a point on the Southwesterly boundary of a Sewer Easement recorded in Canyon County, Idaho as Instrument No. 946423, said point being the POINT OF BEGINNING;
Thence North 33°22'49" West, 138.79 feet along said Southwesterly boundary of the Easement recorded as Instrument No. 946423 to a point on the Westerly boundary of a Sewer Easement recorded in Canyon County, Idaho as Instrument No. 946425;
Thence North 00°27'21" East, 567.73 feet along said Westerly boundary of the Easement recorded as Instrument No. 946425 to a point on the Northeasterly boundary of said Parcel A;
Thence along the perimeter of said Parcel A as follows:
South 46°14'45" East, 393.42 feet to a point of curvature;
Southerly 207.66 feet along the arc of a curve to the right having a central angle of 90°08'15", a radius of 132.00 feet, and a chord bearing South 01°10'32" East, 186.90 feet;
South 43°53'40" West, 311.78 feet to the POINT OF BEGINNING.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. The said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises; that said premises are free from all encumbrances except for general taxes and assessments for the current year and subsequent years, covenants, conditions, restrictions, use restrictions, use requirements, reversionary interests and easements of record, and that it will warrant and defend the same from all lawful claims whatsoever with the following restrictions:
This conveyance is made by the Grantor to the Grantee on the agreement that the Grantee shall,

D-1249-21
RES 214-21
ORD 3373-

within three (3) years from the date of recordation cause to be erected and fully completed a building adapted for the Canyon County Fair, and which shall conform to the plans made or being made by Cole Architects.

The building referenced above shall, for its entire useful life, be owned by a public agency and used for public purposes.

WITNESS the hand of said Grantor this 7th day of September, 2021.

CITY OF CALDWELL

GARRET L. NANCOLAS, Mayor

Attest:

Caldwell City Clerk

CITY OF CALDWELL INCORPORATED JAN 15 1891 CANYON COUNTY, IDAHO

STATE OF IDAHO)
) **ss.**
COUNTY OF CANYON)

On this 7th day of September, 2021, before me the undersigned, a Notary Public in and for said State personally appeared GARRET L. NANCOLAS known or identified to me to be the Mayor of the City of Caldwell that executed the said instrument, and acknowledged to me that such City of Caldwell 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
Residence: Nampa, Idaho
My Commission Expires: 12/22/2022

*SEAL

ANGELA K. POINT NOTARY PUBLIC COMMISSION NUMBER 69113 STATE OF IDAHO

Regular **Item:** 8.

Memorandum

To:

City Council

Meeting Date:

July 6, 2026

Item Name:

Approve Resolution authorizing the Memorandum of Understanding (MOU) between the Caldwell Police Department and the Federal Bureau of Investigation for participation in the Counter Unmanned Aircraft Systems Task Force (FBI CUTF)

Summary Statement:

Recommended Action:

Recommend approval

Budget: Budgeted

Cost:
GL Account:
Timeline:
Department:
Project Manager:

Attachments:

1. Memorandum FBI CUTF
2. Resolution FBI CUTF
3. MOU FBI_CUTF_Counter-USA Task Force

MEMORANDUM

TO: Caldwell City Council

Meeting Date _____, 20____

AGENDA ITEM INFORMATION

SUBJECT:

Approval of Memorandum of Understanding with the Federal Bureau of Investigation for Participation in the Counter Unmanned Aircraft Systems Task Force

COST IMPACT: 0.00

FUNDING SOURCE: Normal Payroll Hours

TIMELINE: Immediate upon approval until termination

FINANCE REVIEW: ☐ ***BUDGETED:*** ☑ ***NOT BUDGETED:*** ☐

Department Submittals	*X to mark*	*Initials*
Building Department		
CDBG		
Clerk		
City Attorney		
Finance Department	x	KD
Human Resources		
Planning & Zoning		
Fire Department		
Police Department	x	DM
Public Works		
Street Department		
Water Department		
WWTP		
Engineering		
Mapping		
Parks and Recreation		
Airport		
Information Systems		
Golf Course		
OTHER:		

SUMMARY STATEMENT:

The purpose of this memorandum is to request approval for the Caldwell Police Department to enter into a Memorandum of Understanding (MOU) with the Federal Bureau of Investigation (FBI) for participation in the Counter Unmanned Aircraft Systems Task Force (CUTF). The FBI has established the Counter Unmanned Aircraft Systems Task Force to coordinate federal, state, local, tribal, and territorial law enforcement efforts concerning the detection, investigation, and mitigation of unlawful or threatening unmanned aircraft system (UAS) activity. Participation in the task force will allow designated Caldwell Police Department personnel to work alongside federal partners in support of counter-UAS operations and investigations. Assigned personnel may receive federal deputation authority following completion of required training and certification. The agreement becomes effective upon execution by all parties and remains in effect until terminated by mutual written consent or replaced by a new agreement. The MOU is reviewed every three years from the date of the last signature. Either party may withdraw upon sixty (60) days written notice. The Caldwell Police Department remains responsible for employee salaries, overtime, benefits, leave, vehicles, fuel, communications equipment, and other personnel costs. Personnel assigned to the task force must complete required National Counter-UAS Training Center certification and comply with federal security clearance and nondisclosure requirements. Media releases and public communications regarding task force activities require FBI approval. There is no direct grant funding associated with this MOU. The City will continue to bear normal personnel and operational expenses associated with assigned employees. Participation does not create a federal funding obligation.

RECOMMENDED ACTION:

Participation in the FBI Counter Unmanned Aircraft Systems Task Force will enhance regional and national coordination regarding emerging UAS threats and provide access to specialized training, intelligence, and operational resources. Approval of the attached Resolution and authorization to execute the Memorandum of Understanding is recommended.

RESOLUTION NO. _____

A RESOLUTION FOR THE APPROVAL OF MOU WITH CALDWELL POLICE DEPARTMENT AUTHORIZING PARTICIPATION IN THE FEDERAL BUREAU OF INVESTIGATION COUNTER UNMANNED AIRCRAFT SYSTEMS TASK FORCE AND AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE FEDERAL BUREAU OF INVESTIGATION

WHEREAS, the Federal Bureau of Investigation ("FBI") has established a Counter Unmanned Aircraft Systems Task Force ("CUTF") to support the detection, investigation, and mitigation of unlawful or threatening unmanned aircraft system activities; and

WHEREAS, the Caldwell Police Department has been invited to participate in the CUTF pursuant to a Memorandum of Understanding ("MOU") with the FBI; and

WHEREAS, participation in the CUTF will enhance interagency cooperation, public safety capabilities, intelligence sharing, and coordinated response efforts relating to counter-unmanned aircraft system operations; and

WHEREAS, the MOU establishes operational procedures, training requirements, information-sharing protocols, equipment responsibilities, and legal authorities governing participation in the CUTF; and

WHEREAS, the MOU provides that participating agency personnel remain employees of their respective agencies for purposes of compensation and personnel administration and that participation is subject to applicable federal and state laws;

NOW, THEREFORE BE IT HEREBY RESOLVED by the Mayor and Council of the City of Caldwell, Idaho, approval of MOU with Caldwell Police Department

PASSED BY THE COUNCIL of the City of Caldwell, Idaho this _____ Day of _____ 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho this _____ Day of _____ 2026.

By _____
Eric Phillips, Mayor

ATTEST:

By ___
City Clerk

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE FEDERAL BUREAU OF INVESTIGATION
AND
Caldwell Police Department
(the "Participating Agency")

FOR THE ESTABLISHMENT AND OPERATION OF A COUNTER-UAS TASK FORCE (CUTF)

1) PARTIES

a. This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI) and Caldwell Police Department (hereinafter, the "Participating Agency"). The FBI and the Participating Agency are also referred to herein individually as a "Party" or collectively as the "Parties."

b. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third Party against the Parties, the United States, or the officers, employees, agents, or other associated personnel thereof. No assignment of rights, duties, or obligations of this MOU shall be made by any Party without the express written approval of a duly authorized representative of all other Parties.

2) PURPOSE

a. The purpose of this MOU is to formalize the relationship between the FBI and the Participating Agency to establish a Counter-UAS Task Force (CUTF) and to document the agreed responsibilities, functions, and procedures of the Parties with respect to extending federal counter-UAS authorities pursuant to 6 U.S.C. § 124n, as revised by the SAFER SKIES Act and subsequent guidance published by the Attorney General, to trained and certified state, local, tribal, and territorial (SLTT) law enforcement officers for the detection, identification, monitoring, tracking, and mitigation of unmanned aircraft systems (UAS) that pose a threat to public safety or national security.

b. This MOU will enhance the effectiveness of federal and SLTT law enforcement resources through well-coordinated initiatives that seek the most effective avenues by which to ensure public safety, protect critical infrastructure, and support the investigation and prosecution of individuals involved in illegal or threatening UAS-related activities.

3) MISSION

a. The mission of the CUTF is to leverage the collective resources of the Parties for the prevention, preemption, deterrence, and investigation of:

(1) Terrorist acts involving the use of unmanned aircraft systems that affect United States interests;

(2) The use of UAS to conduct surveillance, reconnaissance, or intelligence collection against law enforcement entities or critical assets where such use poses an identifiable threat to officer safety, operational security, or national security;

(3) UAS interference with wildland fire suppression, law enforcement operations, or emergency response efforts;

(4) UAS threats to public safety at special events, mass gatherings, and critical infrastructure; and

(5) Other criminal or national security threats involving UAS as determined by the FBI.

b. To further this mission, the CUTF shall serve as a means to facilitate information sharing, joint training, and coordinated counter-UAS operational responses among CUTF participating agencies.

c. Nothing in this MOU shall be construed to authorize counter-UAS activities directed at UAS operations that constitute the lawful exercise of First Amendment rights, including newsgathering and the observation or recording of law enforcement activities in public spaces. All counter-UAS operations by the CUTF must be conducted in accordance with federal law, and applicable policies of the Department of Justice and Federal Bureau of Investigation.

4) AUTHORITIES

a. The FBI is authorized to coordinate intelligence, investigative, and operational responses to various criminal, cyber, and national security threats pursuant to: Title 28, United States Code § 533 (Investigative and Other Officials; appointment); 34 U.S.C. § 10211 (Training and Manpower Development); 28 C.F.R. § 0.85 (General Functions, Director, FBI), 0.85(l) (Primary Jurisdiction in Terrorism Matters); 18 U.S.C. § 3107 (Services of Warrants and Seizures by FBI); 18 U.S.C. § 3052 (Powers of the FBI).

b. Pursuant to 6 U.S.C. § 124n, as revised by the SAFER SKIES Act, the FBI's federal counter-UAS authorities may be extended to qualified and federally deputized SLTT law enforcement personnel. Participating personnel must be trained and certified through the National Counter-UAS Training Center (NCUTC) Counter-UAS System Operator (CUSO) course, except as otherwise provided in Section 7 of this MOU.

c. Additional authorities include: Executive Order 12333, as amended; the Attorney General Guidelines for FBI Domestic Operations (AGG-DOM); applicable Homeland Security Presidential Directives (HSPDs) and National Security Presidential Memoranda (NSPMs), including NSPM-36; and 18 U.S.C. § 1030.

5) SUPERVISION AND CONTROL

a. FBI Headquarters (FBIHQ), through its Critical Incident Response Group (CIRG), retains responsibility for program management, policy direction, and programmatic standards governing all counter-UAS task forces established under this authority. Operational direction of the CUTF shall reside with the SAC of the Salt Lake City Division, exercised through the following chain of command: SAC, Assistant Special Agent in Charge (ASAC), and CUTF Supervisory Special Agent (SSA). The SAC shall designate one SSA to supervise day-to-day operational and investigative matters pertaining to the CUTF. All operational activities shall conform to the policies, standards, and directives issued by CIRG.

b. CIRG's Counter-UAS Operations Unit (CUOU) shall provide operational oversight for the CUTF. All counter-UAS activities conducted under this MOU, including but not limited to detection, identification, monitoring, tracking, and mitigation operations, must be approved by the CUOU and conducted in accordance with the FBI Counter-UAS Policy Guide, applicable Attorney General regulations, and SAFER SKIES Act implementation guidance. No counter-UAS mitigation activity shall be initiated without prior CUOU authorization, except in exigent circumstances as defined in the FBI Counter-UAS Policy Guide, in which case the CUOU shall be notified at the earliest practicable opportunity.

c. All CUTF personnel will fall under the supervision of the FBI for the duration of designated CUTF activity only, or when conducting similar related counter-UAS actions at a related event, incident, or intelligence-driven activity. Designated CUTF activity is defined as: a planned counter-UAS operation or activity, an emergency counter-UAS response, or other threatening UAS incident or intelligence threat-driven activity.

d. All guidance on investigative matters handled by the CUTF will be issued by the Attorney General (AG), the U.S. Attorney's Office, or the FBI. The FBI will make available to the Participating Agency applicable guidelines and policies, including the AGG-DOM and the FBI's Domestic Investigations and Operations Guide (DIOG).

e. The relevant CUTF SSA will be responsible for opening, monitoring, directing, and closing CUTF investigations in accordance with existing FBI policy and the applicable United States AG Guidelines.

f. Assignments of cases and operational duties to personnel will be based on, at a minimum, experience, training, certification status, and performance, in addition to the discretion of the relevant CUTF SSA.

g. Each participant will continue to report to his or her respective agency head for matters not detailed in this MOU and will be subject to the personnel rules, regulations, laws, and policies applicable to those agencies.

6) STAFFING COMMITMENT AND RESPONSIBILITIES

a. In light of the significant cost and effort in on-boarding new CUTF personnel, as well as the need for continuity to successfully combat national security, criminal, and UAS-related threats, the Participating Agency agrees to provide its personnel to the FBI CUTF for a period of at least three (3) year(s). This MOU imposes no maximum limit as to the time that any individual may remain on the CUTF. The FBI retains discretion over the length of service of CUTF personnel, in coordination with the Participating Agency.

b. This is a part-time task force assignment. There is no expectation of overtime. CUTF personnel will be activated for designated CUTF operations, training events, and other mission requirements as coordinated between the CUTF SSA and the Participating Agency.

c. During periods of heightened threats and emergencies, the CUTF may need to operate 24 hours a day for an extended period of time. During these periods, all CUTF personnel are expected to support CUTF activities unless released to the Participating Agency. Such activations will be directed by the FBI field office in coordination with FBIHQ, through CIRG.

d. CUTF personnel must adhere to the FBI's ethical standards and the Supplemental Standards of Ethical Conduct for employees of the Department of Justice (DOJ), and the same rules and regulations as FBI employees with regard to security policies, conduct and activities while in FBI space, the handling of FBI property, the operation of FBI vehicles, and the conduct of CUTF business.

e. Continued assignment to the CUTF will be in coordination with SAC and the Participating Agency. The FBI SAC retains the discretion to remove any CUTF personnel from the CUTF.

f. CUTF personnel are subject to removal from the CUTF by the FBI for any violation of any provision of this MOU, the FBI's ethical standards, the Supplemental Standards of Ethical Conduct for employees of DOJ, any other applicable agreements, rules, and regulations, or at the discretion of the FBI.

g. CUTF personnel must sign an acknowledgment of their respective roles and responsibilities before coming on-board.

h. All CUTF personnel are required to attend FBI legal training in compliance with FBI regulations and any other training deemed mandatory and/or necessary by the FBI chain of command. The FBI is responsible for the costs of such training. The Participating Agency will bear the costs of its own agency-required training, including the costs associated with initial NCUTC CUSO certification.

i. CUTF personnel may be assigned to support multiple FBI task forces concurrently, subject to the approval of the relevant task force supervisors and the Participating Agency. Participation on the CUTF does not preclude assignment to other FBI task forces, provided such concurrent assignments do not interfere with the personnel's CUTF duties and obligations.

7) TRAINING AND CERTIFICATION

a. All SLTT law enforcement officers assigned to the CUTF who will operate counter-UAS systems must be trained and certified through the NCUTC CUSO course as a prerequisite to operating counter-UAS equipment under federal authority. No alternative, equivalent, or substitute certification will be accepted in lieu of NCUTC CUSO certification for the operation of counter-UAS detection or mitigation equipment under this MOU.

b. Personnel who have not yet completed CUSO certification at the time of assignment to the CUTF shall be granted a grace period not to exceed 180 days from the date of assignment to obtain certification. During the grace period, such personnel may participate in CUTF planning, training, and administrative activities but shall not operate counter-UAS detection or mitigation systems under federal authority until NCUTC CUSO certification is obtained.

c. Current NCUTC CUSO certification that remains in good standing is a prerequisite to any initial or ongoing federal deputation for counter-UAS operations under this MOU. Lapse of NCUTC CUSO certification will result in immediate suspension of counter-UAS operational authorities until recertification is achieved through the NCUTC.

d. The Parties agree that an additional goal of this MOU is to engage in co-training ventures to ensure continuity and proficiency of responses to incidents involving UAS threats to public safety and national security.

e. The Parties will meet routinely to discuss and establish training activities and venues, as well as to discuss other issues of mutual concern regarding counter-UAS operations. Unless otherwise agreed to, each Party will bear the cost of its own participation in training exercises.

f. The FBI shall share intelligence information regarding UAS threats and will provide access to relevant training and information-sharing forums.

8) DEFINITION OF CUTF PERSONNEL

a. As used in this MOU, the term "CUTF personnel" means and includes Task Force Officer (TFO), Task Force Member (TFM), and Task Force Participant (TFP), as those terms are defined in the Joint Task Force Policy Guide (1178PG) section 4.3. This section of the JTFPG is available upon request.

9) FEDERAL DEPUTATION

a. Non-federal law enforcement officers participating under this MOU shall be sworn as Special Deputy United States Marshals to assist with enforcing the United States Code, including investigative and protective functions via counter-UAS operations under 6 U.S.C. § 124n, as revised by the SAFER SKIES Act, in connection with the CUTF activities contemplated by this MOU. The extension of federal counter-UAS authority to SLTT personnel under this MOU flows specifically through their status as federally deputized personnel. Deputations are commensurate with the investigative and operational authority of the FBI, and issued pursuant to 28 C.F.R. § 0.112 (Special Deputation) and 28 U.S.C. § 566.

b. DOJ has limited its commitment to represent task force personnel to those who were formally deputized by a federal agency, and will require the requesting agency to demonstrate that a written deputation was in place at the time of the incident in question. Accordingly, SLTT law enforcement officers must be federally deputized under Title 18 of the United States Code while assigned to the CUTF. The FBI likewise requires federal law enforcement officers who serve on the CUTF to be deputized while so assigned. The FBI will secure the required authorization for deputations, as needed. Deputations shall remain in effect throughout the tenure of each individual's assignment to the CUTF or until the termination of this MOU, whichever comes first.

c. Deputation under this MOU will provide federal authority: (1) for qualifying individuals to fully participate in all operations and investigations contemplated by this MOU; (2) to operate counter-UAS detection, identification, monitoring, tracking, and mitigation systems under federal authority; (3) where the FBI has primary or concurrent jurisdiction in the matter supported by this MOU; and only (4) when requested or authorized by the Salt Lake City Division.

d. A deputation remains in effect for two years from the date the individual is deputized by the United States Marshals Service. If an individual deputized pursuant to this MOU is to continue deputation beyond the expiration date, a renewal may be requested if all Parties agree. Sponsorship for federal deputations may be revoked by the sponsoring agency (FBI) at any time, and for any reason, deemed appropriate. Should the MOU be terminated, or the employing agency withdraw, any FBI sponsorships of related deputations will be immediately revoked.

e. Parties to this MOU agree to immediately inform the FBI Field Office counter-UAS coordinator should any deputized individual be removed, transferred, suspended, or reassigned (for any reason) from duties consistent with this MOU. The granting of a federal deputy status does not confer any rights upon the receiving individual other than those outlined herein.

f. Under the terms of this MOU, the Participating Agency agrees that non-law enforcement officers detailed to the CUTF will not: (1) participate in law enforcement activities; (2) carry a weapon, either lethal or non-lethal, during the

performance of CUTF duties; or (3) participate in the execution of search or arrest warrants.

g. Participating state agencies shall be responsible for cross-deputations for local officers as permitted or required by state law, and as appropriate.

10) PERSONNEL AND EQUIPMENT

a. The Parties will share available personnel, equipment, resources, and expertise regarding counter-UAS detection, identification, monitoring, tracking, and mitigation operations, and the investigation of UAS-related criminal incidents, as necessary.

FBI-Provided Equipment

b. The FBI may provide counter-UAS detection and/or mitigation equipment to the Participating Agency for use in CUTF operations. All FBI-provided equipment remains the property of the FBI and shall be used solely for authorized CUTF operations. The Participating Agency shall safeguard, maintain, and account for all FBI-provided equipment in accordance with FBI policy. Upon termination of this MOU or the Participating Agency's withdrawal from the CUTF, all FBI-provided equipment shall be returned to the FBI in accordance with FBI property management procedures.

Agency-Provided Equipment

c. The Participating Agency may provide its own counter-UAS equipment for use in CUTF operations, subject to CUOU approval to ensure compatibility, interoperability, and compliance with federal requirements. The maintenance and repair of all equipment and property provided by the Participating Agency under this MOU will be the management and fiscal responsibility of the Participating Agency.

General Equipment Provisions

d. All counter-UAS equipment operated under this MOU, whether FBI-provided or agency-provided, must be approved by the CUOU and comply with all applicable federal regulations, including Federal Aviation Administration (FAA) requirements, National Telecommunications and Information Administration (NTIA) spectrum management requirements, Federal Communications Commission (FCC) requirements, and frequency allocation protocols.

e. For official inventory purposes, all equipment including radios, badges, credentials, and other forms of CUTF identification subject to FBI property inventory requirements will, upon request, be produced by everyone who participates in the CUTF.

f. At the completion of an individual's assignment on the CUTF, upon request, or upon withdrawal or termination of the Participating Agency from the CUTF, all FBI equipment and property will be returned to the FBI in accordance with FBI policy.

g. As this is a part-time task force, the FBI will not provide permanent office space, vehicles, fuel purchase cards, or communication devices to CUTF personnel. Based on operational need, the FBI Field Office may provide necessary support during activated CUTF operations, subject to available field office resources.

11) OPERATIONS AND INVESTIGATIONS

Controlling Guidance

a. Operational and investigative actions, techniques, and procedures will be consistent with current DOJ guidance, the FBI Counter-UAS Policy Guide, applicable Attorney General regulations, SAFER SKIES Act implementation guidance, and other applicable FBI policy. In connection with investigations involving only state violations and state prosecutions, actions will be consistent with policies and procedures of relevant state law to the extent they do not conflict with federal requirements under this MOU.

b. All counter-UAS operations conducted under this MOU are subject to CUOU approval as set forth in Section 5(b). Only CUTF personnel who hold current NCUTC CUSO certification and who are federally deputized under this MOU are authorized to operate counter-UAS systems on behalf of the FBI CUTF.

c. In the event that discrepancies develop between federal and state/local rules, regulations, statutes, or other state/local practices and policies, federal mandates will control.

d. At all times, FBI employees are required to comply with all current FBI policies, irrespective of any discrepancy or conflict with state/local rules, regulations, statutes, or state/local practices and policies. At all times, non-FBI employees are required to comply with the policies of their department/agency to the extent they do not conflict with the terms of this MOU.

Joint Investigations

e. To the extent possible, UAS-related criminal investigations will be jointly performed by the Parties, with no Party acting independently unless that Party has exclusive jurisdiction. In circumstances where a matter is best addressed by fewer than all Parties, non-responding Parties will be promptly notified.

f. A determination will be made on a case-by-case basis whether to request prosecution of cases arising under this MOU from federal or state authorities. The determination will be based on all considerations at issue and may include the evidence gathered, the potential violations, the sentencing options, and the amenability of prosecuting authorities to support investigative needs.

g. The Parties understand and agree that all follow-up investigative activities, including evidence collection, are secondary to public safety concerns, which are paramount.

h. Collection of potential evidence pursuant to activities conducted under this MOU (including by individuals acting under federal deputation) will be accomplished in conformance with FBI evidence recovery procedures and, unless otherwise agreed to by the FBI, will be stored and forensically exploited by the FBI.

12) AFTER-ACTION AND OPERATIONAL REPORTING

a. Following any counter-UAS mitigation event conducted under this MOU, the CUTF SSA shall ensure that a detailed after-action report is prepared and submitted to the CUOU within the timeframe specified in the FBI Counter-UAS Policy Guide. The after-action report shall include, at a minimum: the nature of the UAS threat; the counter-UAS systems employed; the mitigation actions taken; the outcome of the operation; any injuries, property damage, or unintended consequences; and any lessons learned.

b. The CUTF SSA shall ensure that all counter-UAS operational activities, including detection-only operations, are documented and reported to the CUOU in accordance with the FBI Counter-UAS Policy Guide and SAFER SKIES Act reporting requirements. Such reporting shall include the type and duration of operations, systems deployed, and any UAS contacts detected or identified.

c. The CUOU may prescribe additional reporting requirements, formats, and timelines as necessary to ensure compliance with statutory reporting obligations, including any reporting requirements under the SAFER SKIES Act and applicable Attorney General Guidance and federal regulations.

d. The Participating Agency shall cooperate fully in the preparation of all after-action and operational reports and shall ensure that its CUTF personnel provide timely and accurate information for inclusion in such reports.

13) SECURITY CLEARANCE AND ACCESS

a. CUTF personnel may require access to sensitive and/or classified information, classified systems, and/or secure office space in connection with CUTF duties. Security clearance requirements for individual CUTF personnel will be determined based on operational need and the specific duties assigned.

b. At a minimum, a Limited Access Request must be submitted and approved for all CUTF personnel prior to accessing FBI space or FBI systems. A SECRET security clearance is recommended for all CUTF personnel to facilitate effective participation in CUTF operations and information sharing. A TOP SECRET clearance with access to Sensitive Compartmented Information (SCI) may be pursued for personnel whose duties require access to higher-level classified information, subject to FBI Security Division approval.

c. All CUTF personnel will execute non-disclosure agreements deemed necessary by the FBI for the protection of classified and sensitive information, including but not

limited to an SF-312 (Classified Nondisclosure Agreement), as appropriate to their level of access.

d. Supervisors in the Participating Agency responsible for the CUTF personnel may only be provided with classified information in accordance with FBI policy, if they have the appropriate security clearance to receive the classified information, and the requisite need to know.

e. All members of the CUTF must certify they have not failed an FBI polygraph at any time. If a potential CUTF member has at one time failed an FBI polygraph, they are not eligible to be in FBI space and, therefore, not eligible to be a member of the task force.

f. The Participating Agency agrees to have CUTF personnel sign an FD-868 (Nondisclosure Agreement for Joint Task Force Members, Contractors, Detailees, Assignees, and Interns). This action obligates an individual participating in the CUTF, who is accepting a position of special trust with access to classified and otherwise sensitive information, to be bound by prepublication review to protect against the unauthorized disclosure of such information. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

14) DEADLY FORCE AND LESS-THAN-LETHAL DEVICES

Deadly Force

a. Non-FBI CUTF personnel will follow the Participating Agency's policy concerning the use of deadly force.

Less-than-Lethal Devices

b. Pursuant to the DOJ Less-Than-Lethal Devices Policy, all state/local officers participating in CUTF operations must be made aware of and adhere to the policy and its limits on DOJ officers.

c. The Participating Agency of each individual assigned to the CUTF will ensure the agency's policies and procedures for use of any less-than-lethal device that will be carried by CUTF personnel are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.

d. The Participating Agency of each individual assigned to the CUTF will ensure that, while the individual is participating in FBI-led CUTF operations in the capacity of CUTF personnel, the individual will carry only less-than-lethal devices the Participating Agency has issued to the individual, and on which the individual has been trained, in accordance with the agency's policies and procedures.

15) INFORMATION SHARING, REPORTS, AND RECORDS

a. All investigative and intelligence reporting will be prepared and disseminated in compliance with FBI policy, including but not limited to DIOG section 14. Subject to any legal or policy restrictions, copies of documents created for a CUTF matter based upon information obtained from participation on the CUTF by any CUTF personnel will be considered to be federal documents under the control of the FBI and shall be maintained in accordance with FBI records management policy and applicable law.

b. All information learned during the course of a CUTF investigation is subject to FBI information sharing policies and may not be disclosed outside of the FBI without the approval of the FBI CUTF Supervisor. CUTF personnel may not disclose any FBI or CUTF-related information outside of the FBI, including any disclosure to the Participating Agency, without the prior approval of the FBI CUTF SSA.

c. All CUTF materials and investigative records originate with, belong to, and will be maintained by the FBI, to include but not limited to MOUs, interview reports (i.e., FD-302), interview notes, surveillance logs, subpoenaed records, counter-UAS operational data, and other investigative information. All information generated in the course of investigations by the CUTF will be controlled solely by the FBI and may only be removed from FBI space with the approval of the CUTF SSA.

d. CUTF personnel are strictly prohibited from disclosing any unclassified information to individuals without a need to know. CUTF personnel are strictly prohibited from disclosing any classified information to individuals who do not possess the appropriate security clearance and a need to know.

e. All records prepared and shared among the Parties may not be released or distributed to third parties or non-parties to this MOU without the express permission of the drafting agency.

f. Each Party shall immediately notify the other Parties of any civil, administrative, or criminal claim, complaint, discovery request, or other request for disclosure of information (other than the federal Freedom of Information Act), concerning or arising from operations involving, or conduct of, personnel assigned under this MOU. Both Parties agree to cooperate fully with one another in the event of any investigation arising from alleged negligence or misconduct arising from acts or omissions related to the operational relationship. Nothing in this paragraph prevents any Party from conducting an independent administrative review of any incident giving rise to a claim. Any releases of information pursuant to the federal FOIA will be handled according to the standard FOIA consultation and referral processes

applicable to federal agencies. These equities may include, but are not limited to, emails and other correspondence between the Parties.

g. CUTF information may identify individuals whose information may be protected by the Privacy Act of 1974 and "United States persons" whose information may be protected by Executive Order 12333 (as amended). All such information shall be handled lawfully pursuant to the provisions thereof.

h. The FBI and the Participating Agency will immediately report to each other every instance wherein data received from each other is used, disclosed, or accessed in an unauthorized manner, including any data losses or breaches.

i. The FBI and the Participating Agency agree to abide by the DOJ Privacy, Civil Rights, and Civil Liberties Protection Policy for the Information Sharing Environment to the extent that any CUTF-related information is covered by that policy.

16) COUNTER-UAS SENSOR DATA RETENTION AND HANDLING

a. Counter-UAS sensor data, including but not limited to radio frequency (RF) detection logs, radar data, electro-optical and infrared (EO/IR) video feeds, UAS tracking data, and electronic signatures collected during CUTF operations, shall be treated as federal records under the control of the FBI.

b. All counter-UAS sensor data shall be collected, stored, processed, and retained in accordance with FBI records management policy, applicable federal law (including the Privacy Act of 1974 and the Federal Records Act), and any specific data handling requirements set forth in the FBI Counter-UAS Policy Guide and SAFER SKIES Act implementation guidance.

c. Counter-UAS sensor data that is not associated with an active investigation or intelligence matter shall be retained for the period specified in the FBI Counter-UAS Policy Guide or applicable records retention schedule, after which it shall be purged in accordance with FBI records management procedures.

d. Access to counter-UAS sensor data shall be limited to personnel with a demonstrated need to know and, where applicable, the appropriate security clearance. The CUTF SSA shall maintain access controls and audit logs for counter-UAS sensor data in accordance with FBI policy.

e. Counter-UAS sensor data that may contain information about United States persons shall be handled in accordance with the minimization procedures required by Executive Order 12333 (as amended), the Privacy Act of 1974, and applicable Attorney General guidelines.

f. The Participating Agency shall not independently retain, copy, or transmit counter-UAS sensor data collected during CUTF operations without the prior written approval of the CUTF SSA.

17) COORDINATION

a. Intelligence, law enforcement, and operational actions will be coordinated and cooperatively carried out within the CUTF. The Participating Agency will not knowingly act unilaterally on any matter affecting the CUTF.

b. The Parties agree that matters designated to be handled by the CUTF shall not knowingly be subject to non-CUTF or non-FBI intelligence, law enforcement, or operational efforts by the Participating Agency. All law enforcement actions will be coordinated and cooperatively carried out.

c. It is expected that the appropriate United States Attorney, in consultation with the FBI and affected CUTF partners, will determine on a case-by-case basis whether the prosecution of cases will be at the federal or state level, based upon which would better advance the interests of justice.

18) INTEROPERABILITY AND DECONFLICTION WITH OTHER FEDERAL COUNTER-UAS PROGRAMS

a. The Parties acknowledge that multiple federal departments and agencies, including but not limited to the Department of Homeland Security (DHS), the Department of Defense (DOD), and the Department of Energy (DOE), possess independent counter-UAS authorities and may conduct counter-UAS operations in the same geographic areas or at the same events as the CUTF.

b. Prior to conducting counter-UAS operations at any event, location, or incident where other federal counter-UAS programs are known or expected to be operating, the CUTF SSA shall coordinate with the CUOU to ensure deconfliction of counter-UAS activities. The CUOU shall serve as the primary point of coordination between the CUTF and other federal counter-UAS programs at the headquarters level.

c. At the operational level, the CUTF SSA shall establish and maintain communication with counterparts from other federal agencies conducting counter-UAS operations to ensure that detection, tracking, and mitigation activities do not conflict, create mutual interference, or result in unsafe conditions. Frequency deconfliction and spectrum management shall be coordinated through the CUOU and in accordance with applicable interagency agreements.

d. In the event of overlapping or concurrent counter-UAS operations involving multiple federal agencies, the determination of lead agency responsibility shall be made in accordance with applicable Presidential directives, interagency agreements, and the FBI Counter-UAS Policy Guide. The FBI retains primary counter-UAS responsibility in matters with a nexus to terrorism or criminal investigation.

e. The Participating Agency shall promptly notify the CUTF SSA of any independent contact, coordination, or agreement with other federal counter-UAS programs that may affect CUTF operations.

19) LIMITATIONS ON FEDERAL AUTHORITIES

a. The authority exercised by the FBI is primarily derived from federal law, Presidential directives, and delegations by the Attorney General. No FBI employee or FBI-sponsored Special Deputy U.S. Marshal under this MOU may exceed those authorities when acting within the scope of their federal employment.

b. Counter-UAS activities conducted under this MOU are authorized solely pursuant to the authorities identified in Section 4 and subject to the approval and oversight requirements of Section 5(b). All such activities must comply with the limitations and requirements of those authorities, including any restrictions on the types of counter-UAS actions authorized, the circumstances under which they may be employed, and the reporting requirements associated therewith.

c. It is understood by all Parties that the FBI maintains primary responsibility as Lead Agency in all events or incidents with a potential nexus to terrorism and/or involving a weapon of mass destruction, whether or not UAS are involved.

20) PRESS RELEASES

a. All media releases involving CUTF matters will be conducted by the FBI. No press release involving a CUTF matter will be issued without prior FBI approval.

b. Any release to the media will be consistent with established press policies of the investigating Parties in consultation with the appropriate prosecuting authorities.

21) SALARY, OVERTIME COMPENSATION, AND FUNDING

a. The Participating Agency CUTF personnel will report to their respective agency for personnel administrative matters. The Participating Agency shall be responsible for the pay, overtime, leave, performance appraisals, and other personnel matters relating to its employees detailed to the FBI CUTF. The Participating Agency will, at their discretion, solicit input from the CUTF SSA for performance appraisals based on their employees' work on the CUTF.

b. FBIHQ, including CIRG, will not provide funding for vehicles, fuel purchase cards, communication devices, or similar operational support items for CUTF operations. Any such costs must be borne by the FBI Field Office from its own resources, the Participating Agency, or through other applicable task force or interagency funding mechanisms. Personnel who serve on multiple FBI task forces concurrently may have access to equipment or resources provided through those other task force arrangements, subject to applicable policies and approvals.

c. This MOU is not an obligation or commitment of funds nor a basis for a transfer of funds. Even where one of the Parties has agreed (or later does agree) to assume a particular financial responsibility, such Party's express written approval must be obtained before incurring any expense expected to be assumed by the other Party. All obligations and expenditures by the Parties will be subject to each Party's respective budgetary and fiscal processes and availability of funds pursuant to all applicable laws, regulations, and policies. The Parties acknowledge that there is no intimation, promise, or guarantee that funds will be available in future years.

22) TRAVEL

a. All CUTF-related travel of non-FBI personnel requires the approval of the CUTF SSA and Participating Agency authorization prior to travel. To avoid delays in operational travel, the Participating Agency will provide general travel authority to all of its participating employees for the duration of the employee's membership in the CUTF.

b. For domestic travel, CUTF personnel will be responsible for appropriate notifications within his or her Participating Agency, as well as standard FBI travel approvals and notification. The CUTF will obtain FBIHQ authorization and country clearances for CUTF personnel required to travel outside the United States. The FBI will pay costs

for travel in accordance with the Federal Travel Regulations of all CUTF personnel to conduct investigations outside the field office or home agency territory.

23) FORFEITURE

a. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with CUTF operations. Civil judicial and criminal forfeiture are allowed under 6 U.S.C. § 124n. While it has been contemplated that the FBI would have administrative forfeiture authority, the regulations have not yet been enacted and DOJ has not yet authorized use of the statute for administrative forfeiture. Asset forfeitures will be conducted in accordance with federal law, and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to CUTF investigations may be equitably shared with the Participating Agency in accordance with applicable law and DOJ policy.

24) LIABILITY

General

a. The Parties acknowledge that this MOU does not alter applicable law governing any claim for civil liability arising out of any activity conducted pursuant to this MOU or otherwise relating to this MOU. DOJ may, in its discretion, determine on a case-by-case basis that an individual should be afforded legal representation, legal defense, or indemnification of a civil judgment, pursuant to federal law and DOJ policy and regulations.

Common Law Tort Claims

b. Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the U.S. Government, acting within the scope of his or her employment, shall be an action against the United States under the Federal Tort Claims Act (FTCA), 28 U.S.C. § 1346(b), and §§ 2671-2680.

c. Notwithstanding any other provision contained in this MOU, for the limited purpose of defending civil claims arising out of CUTF operations, any individual detailed from a Participating Agency who is acting within the course and scope of his or her official duties and assignments pursuant to this MOU may be considered an "employee" of the U.S. government, as defined at 28 U.S.C. § 2671. See 5 U.S.C. § 3374(c)(2).

d. Under the Federal Employee Liability Reform and Tort Compensation Act of 1998 (commonly known as the Westfall Act), see 28 U.S.C. § 2679(b)(1), if an employee of the United States is named as a defendant in a civil action, the Attorney General or his or her designee may certify that the defendant acted within the scope of his or her employment at the time of the incident giving rise to the suit. The United States can then be substituted for the employee as the sole defendant with respect to any tort claims alleged in the action. Decisions to certify that an employee was acting within the scope of his or her employment at the time of the incident giving rise to

the suit, see 28 U.S.C. § 2679(d)(1)&(2), are made on a case-by-case basis, and such certification cannot be guaranteed.

e. If the Attorney General declines to certify that an employee was acting within the scope of employment, "the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment." 28 U.S.C. § 2679(d)(3).

Individual Capacity Claims Under The U.S. Constitution or Federal Statutes

f. Liability for violations of federal constitutional law may rest with the individual agent or officer pursuant to *Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics*, 403 U.S. 388 (1971). Other federal statutes may also allow for individual capacity claims against agents or officers acting under color of law.

g. Federal officers enjoy qualified immunity from suit for alleged violations of the U.S. Constitution and most federal statutes that create an express or implied cause of action for damages "insofar as their conduct does not violate clearly established statutory or constitutional rights of which a reasonable person would have known." *Harlow v. Fitzgerald*, 457 U.S. 800, 818 (1982).

h. If any Participating Agency's CUTF personnel is named as a defendant in his or her individual capacity in a civil action alleging constitutional damages as a result of conduct taken within the scope of CUTF-related duties, the individual may request representation by DOJ. 28 C.F.R. §§ 50.15, 50.16.

i. An employee may be provided representation "when the actions for which representation is requested reasonably appear to have been performed within the scope of the employee's employment, and the Attorney General, or his or her designee, determines that providing representation would otherwise be in the interest of the United States." 28 C.F.R. § 50.15(a).

j. A written request for representation by CUTF personnel should be directed to the Attorney General and provided to the Chief Division Counsel (CDC) of the FBI division coordinating the CUTF. The CDC will forward the representation request to the FBI's Office of the General Counsel (OGC), together with a letterhead memorandum concerning the factual basis of the lawsuit. FBI's OGC will then forward the request to the Civil Division of DOJ, together with an agency recommendation concerning scope of employment and DOJ representation. 28 C.F.R. § 50.15(a)(3).

k. If any CUTF personnel is found to be liable for a constitutional tort, he or she may request indemnification from DOJ to satisfy an adverse judgment rendered against the employee in his or her individual capacity. 28 C.F.R. § 50.15(c)(4). The criteria for payment are substantially similar to those used to determine whether a federal employee is entitled to DOJ representation under 28 C.F.R. § 50.15(a).

l. Determinations concerning legal representation and indemnification by the United States are discretionary and are made by DOJ on a case-by-case basis. The FBI cannot guarantee that the United States will provide legal representation, legal

defense, or indemnification to any federal or state employee detailed to the CUTF, and nothing in this MOU shall be deemed to create any legal right on the part of any CUTF personnel.

Express Reservations

m. The Parties do not waive any applicable defenses and/or limitations on liability.

n. Unless otherwise authorized by the FBI, liability for any conduct by CUTF personnel undertaken outside of the scope of their duties and assignments pursuant to their federal deputation on the CUTF shall not be the responsibility of the FBI or the United States.

o. Neither the FBI nor the United States shall be responsible for any liability arising from the use of an FBI owned or leased vehicle by CUTF personnel while engaged in any conduct outside the scope of their duties and assignments pursuant to their federal deputation on the CUTF.

p. To the extent permitted by applicable law, the Participating Agency agrees to hold harmless the FBI and the United States for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by CUTF personnel which is outside the scope of their duties and assignments pursuant to their federal deputation on the CUTF.

q. It is agreed that the officers, agents, employees, and/or volunteers of the FBI shall not be deemed employees of the Participating Agency for workers' compensation, other insurance coverage, or for any other purpose.

25) EFFECT OF THIS AGREEMENT

a. This MOU does not constitute an agreement for any Party to assume or waive any liability or claim under any applicable law.

b. This agreement is not intended to be enforceable in any court or administrative forum. The Parties will seek to resolve any disputes regarding this agreement by mutual consultation.

c. This MOU supersedes all other MOUs entered into by these Parties that cover the same subject matter.

26) DISPUTE RESOLUTION

a. In cases of overlapping jurisdiction, the Parties agree to work in concert to achieve the CUTF's mission and objectives. The Parties agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, and other operational matters at the field level first before referring the matter to supervisory personnel for resolution.

b. Disagreements between the FBI and the Participating Agency arising under or relating to this MOU will be resolved only by consultation between the participants and will not be referred to a court of law or to any other person or entity for settlement. The final authority to resolve any disputes will be the SAC of the Salt Lake City Division and the designated head of the Participating Agency.

27) EFFECTIVE DATE, DURATION, AND TERMINATION

a. This MOU shall be effective when executed by all Parties and will continue in effect until terminated.

b. This MOU shall be reviewed every three years from its last signature date but may be terminated at any time upon written mutual consent of the FBI and the Participating Agency. This MOU will remain in effect until it is terminated by written mutual consent of the FBI and Participating Agency, or until such time a new MOU is executed between the FBI and the Participating Agency.

c. Any Participating Agency may withdraw from the CUTF at any time by written notification to the SAC at least 60 days prior to withdrawal.

d. Upon termination of this MOU, all equipment provided to the CUTF will be returned to the supplying Party. When a Participating Agency withdraws from the MOU, the Participating Agency will return equipment to the supplying Party.

e. This MOU shall be reviewed by the designated Points of Contact for all Parties, and the FBI Chief Division Counsel, no later than every three years from the last signature date to determine whether this MOU should be revised, continued, or canceled.

28) MODIFICATIONS

a. This agreement in no manner affects any existing agreements with the FBI or any other agency. This agreement may be amended only by mutual written consent of the Parties. The modifications shall have no force or effect unless such modifications are reduced to writing and signed by an authorized representative of the FBI and the Participating Agency.

30) SIGNATORIES

1) _____

Signature (FBI Field Office)

_____

Printed Name

_____

Title

_____

Date

2) _____

Signature (Head of Participating Agency or Designee)

REX INGRAM

Printed Name

CHIEF OF POLICE, CALDWELL

Title

6/1/2026

Date

Memorandum

To:

City Council

Meeting Date:

July 6, 2026

Item Name:

Approve the Award of Proposal with Cushing Terrell in the amount of $15,000 for professional design services for the second floor renovations at the Nancolas Center

Summary Statement:

The attached agreement proposal between the City of Caldwell and Cushing Terrell authorizes the design of the second floor renovations to the Nancolas Center. The proposed amount for this scope of work is $15,000.00. The design includes:

- Converting the north-west lobby waiting area into a conference room
- Relocating the customer service window of the Building Department from the north wall to the east wall
- Converting the Building Department's open office area into two enclosed offices and one conference area
- Providing a service window at the Mayor's Office
- Re-designing ceiling tile layouts, new walls to the structure, new receptacles, data, fire sprinklers and fire alarms

Recommended Action:

The Public Works Director has reviewed the attached proposal agreement and recommends approval by the City Council.

Budget:

Cost: $15,000.00
GL Account: General Fund
Timeline:
Department:
Project Manager:

Attachments:

1. Resolution Cushing Terrell
2. AIA City of Caldwell 2nd Floor Office Renovation

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE AWARD OF BID WITH CUSHING TERRELL FOR PROFESSIONAL DESIGN SERVICES FOR THE SECOND FLOOR RENOVATIONS AT THE NANCOLAS CENTER IN THE AMOUNT OF FIFTEEN THOUSAND DOLLARS ($15,000.00).

BE IT HEREBY RESOLVED by the Mayor and the Council of the City of Caldwell, Idaho, that the Caldwell City Council accepts and approves the agreement proposal and scope of work per the attached documentation and authorizes the Finance Director to sign said agreement proposal on behalf of the City of Caldwell.

PASSED BY THE COUNCIL of the City of Caldwell, Idaho this 6th day of July 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho this 6th day of July 2026.

Approved By:

Attest:

Mayor

Clerk

AIA® Document B105® – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twentieth day of February in the year 2026
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Raelynn North, Finance Director
City of Caldwell
205 South 6th Street
Caldwell, Idaho 83605

and the Architect:
(Name, legal status, address and other information)

Gary Glassing, PE Project Manager
CTA Inc, dba Cushing Terrell
794 Main Street Suite #200
Caldwell, Idaho 83605

for the following Project:
(Name, location and detailed description)

Professional Design Services for Renovation of Second Floor Offices at Caldwell City Hall

The project will include the following Detailed Construction Documents:

- Converting Northwest Waiting Lobby Area into Conference Room
- Relocating Building Department customer service window from north wall to east wall
- Convert Building Department open office into Two Enclosed Offices and One Conference Area
- Provide Service Window at Mayors Office
- This will require redesigning ceiling tile layouts, new walls to structure, new receptacles, data, fire sprinklers and fire alarms.

Specifications
Opinion of Probable Cost
Bidding Assistance
Answering RFIs
Construction Services
Answering RFIs
Review Shop Drawings
Final Inspection
Asbuilt Drawings

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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(1431192647)

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances on similar projects. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, and only if the Owner retains the Architect to perform Construction Phase services, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™–2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105–2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

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ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105–2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect. There are no intended third party beneficiaries of this Agreement.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

The Owner shall pay the Architect an initial payment of Fifteen Thousand and Zero Cents ($ 15,000.00) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus percent (%).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of Twelve1 percent (12 %) , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond Twelve (12) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

During the term of this Agreement and following its expiration or termination for any reason, neither Owner nor Architect shall transfer, assign, convey or sublet any right, claims (**including any causes of action or claims alleging breach, negligence, loss or damages arising out of this Agreement)**, duty or obligation under it, nor any other interest therein, without the prior written consent of the other party

The Owner understands and acknowledges that although the Instruments of Service shall be prepared within the Standard of Care stated in Article 1 of this Agreement, the Contractor may require additional information from the Architect to clarify, correct, supplement, and coordinate the design intent shown in the Construction Documents that result in increases in the Construction Cost, and that an increase in the Construction Cost does not automatically mean that the Architect has breached the Standard of Care.

Except as set forth in this Section, or as expressly agreed in writing by the Architect and Owner, no person other than the parties to this Agreement or their successors and assigns shall be a third party beneficiary of the obligations contained in this Agreement or have the right to enforce any of its provisions.

In recognition of the relative risks and benefits of the project to both the Owner and Architect, the risks have been allocated such that Owner agrees, to the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, to limit the total liability, in the aggregate, of Architect, its officers, employees, agents, and any of them, to Owner and anyone claiming by, through or under Owner, for any and all claims, losses, costs, including attorney's, court, expert witness fees, injuries or damages of any nature whatsoever arising out of, resulting from or in

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any way related to the Project or the Agreement, from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of Architect or Architect's officers, directors employees, agents or subconsultants, or any of them, shall not exceed the fee paid to the Architect under this Agreement or $100,000.00, whichever is greater. This limitation applies to every legal theory or cause of action. Owner acknowledges that Architect has offered additional limits of liability an additional fee and Owner has elected not to purchase additional limits of liability.

This Agreement entered into as of the day and year first written above.

- See attached Signature Page-	**- See attached Signature Page-**
OWNER *(Signature)*	**ARCHITECT** *(Signature)*
Raelynn North, Financial Director	Gary Glassing PE , Project Manager
(Printed name and title)	*(Printed name, title, and license number, if required)*

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Signatures Page

Init.

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Additions and Deletions Report for
AIA® Document B105® – 2017

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Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:00:06 PT on 02/23/2026.

PAGE 1

AGREEMENT made as of the Twentieth day of February in the year 2026

...

Raelynn North, Finance Director
City of Caldwell
205 South 6th Street
Caldwell, Idaho 83605

...

Gary Glassing, PE Project Manager
CTA Inc, dba Cushing Terrell
794 Main Street Suite #200
Caldwell, Idaho 83605

...

(Name, location and detailed description)

Professional Design Services for Renovation of Second Floor Offices at Caldwell City Hall

The project will include the following Detailed Construction Documents:

- Converting Northwest Waiting Lobby Area into Conference Room
- Relocating Building Department customer service window from north wall to east wall
- Convert Building Department open office into Two Enclosed Offices and One Conference Area
- Provide Service Window at Mayors Office
- This will require redesigning ceiling tile layouts, new walls to structure, new receptacles, data, fire sprinklers and fire alarms.

Specifications
Opinion of Probable Cost
Bidding Assistance
Answering RFIs
Construction Services
Answering RFIs
Review Shop Drawings
Final Inspection
Asbuilt Drawings

PAGE 2

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the

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same or similar locality under the same or similar ~~circumstances.~~ circumstances on similar projects. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

...

During the Construction Phase, and only if the Owner retains the Architect to perform Construction Phase services, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™–2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105–2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.
PAGE 3

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect. There are no intended third party beneficiaries of this Agreement.

...

The Owner shall pay the Architect an initial payment of Fifteen Thousand and Zero Cents ($ 15,000.00) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

...

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of Twelve1 percent (12 %) , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond Twelve (12) months of the date of this Agreement through no fault of the Architect.

...

During the term of this Agreement and following its expiration or termination for any reason, neither Owner nor Architect shall transfer, assign, convey or sublet any right, claims **(including any causes of action or claims alleging breach, negligence, loss or damages arising out of this Agreement)**, duty or obligation under it, nor any other interest therein, without the prior written consent of the other party

The Owner understands and acknowledges that although the Instruments of Service shall be prepared within the Standard of Care stated in Article 1 of this Agreement, the Contractor may require additional information from the Architect to clarify, correct, supplement, and coordinate the design intent shown in the Construction Documents that result in increases in the Construction Cost, and that an increase in the Construction Cost does not automatically mean that the Architect has breached the Standard of Care.

Except as set forth in this Section, or as expressly agreed in writing by the Architect and Owner, no person other than the parties to this Agreement or their successors and assigns shall be a third party beneficiary of the obligations contained in this Agreement or have the right to enforce any of its provisions.

In recognition of the relative risks and benefits of the project to both the Owner and Architect, the risks have been allocated such that Owner agrees, to the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, to limit the total liability, in the aggregate, of Architect, its officers, employees, agents, and any of

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them, to Owner and anyone claiming by, through or under Owner, for any and all claims, losses, costs, including attorney's, court, expert witness fees, injuries or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement, from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of Architect or Architect's officers, directors employees, agents or subconsultants, or any of them, shall not exceed the fee paid to the Architect under this Agreement or $100,000.00, whichever is greater. This limitation applies to every legal theory or cause of action. Owner acknowledges that Architect has offered additional limits of liability an additional fee and Owner has elected not to purchase additional limits of liability.

PAGE 4

Raelynn North, Financial Director

Gary Glassing PE , Project Manager

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Tanya Faley, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:00:06 PT on 02/23/2026 under Order No. 3104239063 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B105™ – 2017, Standard Short Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

Tanya Faley

(Signed)

Project Coordinator

(Title)

February 23, 2026

(Dated)

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Memorandum

To:

City Council

Meeting Date:

July 6, 2026

Item Name:

Approve Resolution to reject all current bids for the Lions Park Improvements Project.

Summary Statement:

Staff recommends rejecting all bids received for the Lions Park Improvements Project. Due to anticipated changes in project funding, it is in the City's best interest to reject all bids at this time and rebid the project at a later date.

Recommended Action:

Adopt a resolution rejecting all bids received for the Lions Park Improvements Project.

Budget:

Cost:
GL Account:
Timeline:
Department:
Project Manager:

Attachments:

1. Resolution - Lions Park Bid Rejection

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF CALDWELL TO REJECT ALL BIDS FOR LION'S PARK IMPROVEMENTS PROJECT

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

WHEREAS, Idaho Code § 50-301 grants authority to cities to enter into contracts; and

WHEREAS, Title 67, Chapter 28, of Idaho Code provides the laws for purchasing by political subdivisions; and

WHEREAS, the City issued an invitation for bids for public works construction for Lion's Park Improvements "Project" on April 1, 2026, pursuant to Idaho Code section 67-2805(2)(a); and

WHEREAS, the City received four (4) bids for the Project; and

WHEREAS, Idaho Code § 67-2805(2)(a)(viii) gives the City Council discretion to reject all bids and re-bid; and

NOW THEREFORE, BE IT HEREBY RESOLVED by the Mayor and Council of the City of Caldwell, Idaho, that it is in the best interest of the City to reject all bids for the Lions Park Improvements Project and to re-bid the project at a later date.

PASSED BY THE COUNCIL of the City of Caldwell, Idaho on this 6th day of July, 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho this 6th day of July, 2026.

By: _____
Eric Phillips
Mayor

ATTEST:

By:_____
City Clerk

Memorandum

To:

City Council

Meeting Date:

July 6, 2026

Item Name:

Approve the Findings of Facts and Conclusions of Law for Tuscan Ridge No. 1 Final Plat (SFP26-000003).

Summary Statement:

Recommended Action:

Budget:

Cost:
GL Account:
Timeline:
Department:
Project Manager:

Attachments:

1. SR_CC_TuscanRidgeNo.1_2026-07-06

Caldwell Planning & Zoning Department
STAFF REPORT / FINDINGS
Consent Item | City Council | 7/6/2026

Staff Planner: Katie Wright

CASE NO(s): SFP26-000003
Project Name: Tuscan Ridge No. 1

STAFF REVIEW SUMMARY

Staff finds the final plat **IS** compliant with all applicable codes, regulations, and policies, and is in conformance with the approved preliminary plat. Staff recommends if approved, the approvals be subject to the conditions listed in the Findings of Fact, Conclusion of Law, and Decision herein.

CITY COUNCIL DECISION

City Council APPROVED the final plat at the 7/6/2026 City Council meeting.

PROJECT SUMMARY:

Proposed Land Use Applications:

- Final Plat for Tuscan Ridge Subdivision No. 1 consisting of 88 single family detached lots and 16 common lots on a total of 36.5 acres within the R-1 zone.

Project Name:	Tuscan Ridge Subdivision No. 1
Applicant:	JD Lyle, Ardurra
Property Owner:	Seddie Caldwell II LLC
Parcel ID Number(s):	R3298101000
Property or Project Size:	36.5 acres



DECISION BODY – REQUIRED FINDINGS & APPROVAL CRITERIA

Before the City Council approves any application, the Council must find and conclude the proposed application is compliant with the Caldwell City Code approval criteria as listed under #11 within Section I, Findings of Facts, within this report.

BEFORE THE CALDWELL CITY COUNCIL
CITY OF CALDWELL, CANYON COUNTY, IDAHO

IN THE MATTER OF AN APPLICATION FOR A FINAL PLAT APPROVAL FOR TUSCAN RIDGE SUBDIVISION NO. 1 CONSISTING OF 88 SINGLE FAMILY DETACHED LOTS AND 16 COMMON LOTS ON A TOTAL OF 36.5 ACRES WITHIN THE R-1 ZONE.	)	**FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION**
Property Owner: Seddie Caldwell II LLC	)	Case No. SFP26-000003

I. FINDINGS OF FACTS

1. **APPLICANT:** JD Lyle, Ardurra

2. **PROPERTY OWNER:** Seddie Caldwell II LLC

3. **APPLICATION REQUEST:** Application for final plat approval for Tuscan Ridge Subdivision No. 1 consisting of 88 single family detached lots and 16 common lots on a total of 36.5 acres within the R-1 zone.

4. **SITE ADDRESS AND LOCATION:** The subject site is located on the SEC of Orchard Ave and Indiana Avenue, with a property address of 0 INDIANA AVE, described as a portion of E ½ of the NW ¼, of Section 23, T3N, R3W.

5. **ASSESSOR PARCEL NUMBER(S):** R3298101000

6. **PROPERTY SIZE:** Approximately 36.5 acres, more or less

7. **PUBLIC NOTICING:** The planning and zoning department notifies all political subdivisions providing services within the planning jurisdiction, including school districts who will be

impacted by any changes that have been proposed from what was originally approved on the preliminary plat.

Review of the final plat submitted determined there were no modifications proposed that would necessitate additional public agency notifications.

8. **PRELIMINARY PLAT AND DEVELOPMENT BACKGROUND AND HISTORY:**

The preliminary plat approval for Tuscan Ridge (SUB24-000029/DEV24-000003) was signed by the City Council on 12/7/2024 .
This first phase consists of 36.5 acres and includes 88 single-family residential lots.

9. **APPLICABLE REGULATIONS AND GUIDING DOCUMENTS:**

a. City of Caldwell Zoning Ordinance No. 1451, as amended
b. City of Caldwell Subdivision Ordinance, as amended
c. Idaho Code, Title 67, Chapter 65, Local Planning Act

10. **STAFF REVIEW AND ANALYSIS:**

Residential Type	# of Lots		
	PP	FP No 1	Remaining
Single-Family Detached	212	88	124
Common Lots	38	16	n/a

Non-Residential			
	PP	FP No 1	Remaining
Commercial Acreage	-	-	-
Open Space Acreage	9.21 AC	5.79 AC	3.42 AC
Amenities Approved	Single Pickleball Court Full Basketball Court	Single Pickleball Court Full Basketball Court	-

Staff Comment: *Construction drawings and the proposed final plat have been reviewed for conformance with city codes and with the approved preliminary plat. The Planning & Zoning Division, in consultation with the Engineering Department, have determined the final plat is compliant with city code, as well as with the approved preliminary plat.*
2 buildable lots from the northeast corner of Indiana Avenue and Tuscan Ridge Drive have been moved east across Saintsbury Way. This has not modified the total number of single-family buildable lots. This increased the lots sizes and frontage, but did reduce open space in the location where they were relocated. The total open space as approved with the preliminary plat will be required throughout all phases.

11. **CITY COUNCIL DECISION:**

Regarding the request for a final plat approval for Tuscan Ridge No. 1, a residential phase with 88 single-family lots and 16 common lots in an R-1 (Neighborhood Residential) zone on approximately 36.5 acres on Parcels R3298101000, located in the E ½ of the NW ¼, of Section 23, T3N, R3W, the subject application was placed on the 7/6/2026 City Council consent agenda for consideration.

Based upon the information received and the record of evidence presented, the City Council voted to **APPROVE** the request for final plat approval, subject to the conditions herein. In approving the requests, the City Council concluded the following:

1. The final plat is compliant with city code; and
2. The final plat is in compliance with the approved preliminary plat.

II. 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. 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.
3. The City Council is authorized to approve, approve with conditions, approve with modifications, or deny final plats in accordance with Section 11-02-03 (2) D of Caldwell City Code.
4. The City Council reviewed and considered all records, evidence, testimony, facts presented, applicable code standards, and approval criteria as specified within Caldwell City Code in making their decision.

III. CONDITIONS OF APPROVAL

NOTE: Any conditions removed by the governing body will be shown in a strikethrough.
Any conditions added by the governing body will be shown as underlined.

The approval of the application requests for (SFP26-000003), are subject to the adherence of the following conditions:

A. Site Specific Requirements:

1. All conditions for entitlements associated with (SUB24-000029/DEV24-000003) shall apply.

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, will 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 dimensional standards (height and setback schedule) in effect at the time the building permit is filed, excluding any deviations approved through a planned unit development, special use permit, and/or development agreement.
2. 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. Engineering Department Conditions:

The following items shall be completed prior to the City Engineer signing the final plat. Said items cannot be deferred by posting a financial security:

1. Water System: The final plat cannot be signed until the water system has been constructed, pressure tested and clean water samples received.
2. Sewer System: The final plat cannot be signed until the sewer system has been constructed, pressure tested, CCTV video has been submitted and approved and interim as-builts have been approved by the Engineering Department.
3. Pressurized Irrigation System: The final plat cannot be signed until the pressure irrigation system within the public right-of-way has been constructed and pressure tested.
4. Storm Drain System: The final plat cannot be signed until the storm drain system located within the public right-of-way has been constructed, passed visual inspection, and interim as-builts have been approved by the Engineering Department.
5. All-Weather Surfaces: The final plat cannot be signed until all-weather surfaces are in place, compaction test results have been submitted and approved for roadways and emergency accesses and, if paved, core sample results have been submitted and approved.
6. Street Signs: The final plat cannot be signed until all street signs have been installed to City standards and approved.
7. Construction Security: Construction security (compliant with current City Code requirements) must be provided for all items which are not among the items listed above, and which are not yet completed before the City Engineer can sign the final plat. The City must be in agreement on a construction security amount for those improvements.
8. Final Plat Review: The final plat drawing shall be submitted to the Engineering Department for review prior requesting signatures on the final plat. Adequate review time (no less than 30 days) shall be provided by the

Applicant. Final plats submitted for review must meet all State statutes and City codes, policies, and ordinances.

9. Addressing: In an effort to expedite the addressing process of the final plat, applicants shall submit electronic copies of the final plat, in both PDF and AutoCAD format, to the Engineering and Mapping departments as soon as possible.

E. Fire Department Conditions:

1. All requirements from the Fire Department for access, turnarounds, emergency access, water supply, fire hydrants, etc. shall be met in the development and/or platting of the subject property.
2. 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.

F. Mapping Department Conditions:

1. Approved Subdivision Name. No changes to an approved subdivision name shall occur unless a request is initiated through the filing of an application for a "Subdivision Name Change Request", and subsequently reviewed and approved the Mapping and Planning and Zoning Department, at an administrative staff level. In making application, the application shall file a completed application with the Planning and Zoning Department on forms prescribed by the department accompanied by such data and information necessary to assure the fullest presentation of facts, as determined by the Planning Director.
    a. Subdivision Name Change Requests; Prior to Final Plat Submission: If approved, an amended preliminary plat will need to be submitted to the Planning and Zoning Department with the reflected subdivision name change prior to the approval of construction drawings. All construction drawings and final subdivision plats shall reflect the new approved subdivision name.
    b. Name Change Requests; Prior to Final Plat Recording: If approved, an amended final plat drawings and mylars will need to be submitted to the Planning and Zoning Department with the reflected subdivision name change prior to signature of the final plat.
    c. Name Change Requests; After Final Plat Recording: If approved, an amended final plat drawing indicating the new subdivision name OR an Affidavit of Correction indicating that the plat is otherwise known as "insert the new approved subdivision name", shall be recorded at the county recorder's office. Once the plat or affidavit is recorded, a copy of the recorded plat or affidavit shall be provided to the Planning and Zoning Department.
2. Approved Street Names, Street Layout, Lot and Block Numbering, and Subdivision Phasing Plan. No changes to the original approved street names, street layout and configuration, lot and block numbering, or subdivision phasing plan shall occur without prior approval from the City of Caldwell Mapping Division. Any substantial changes from what was originally approved may require additional public hearings.

G. 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.
3. 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.

4. Landscape Maintenance: All landscaping and screening devices shall be maintained in an attractive, live, safe and healthy manner, and to meet the specific requirements in the Caldwell City Code.

5. Subdivisions: The homeowner's association is responsible for maintaining all common area landscaping and screening devices within a subdivision, development, and/or the subject property.

6. Street Landscape Buffers: The street landscape buffers shall contain a mixture of sod, trees (deciduous and evergreen), shrubs, lawn, vegetative and non-vegetative ground cover so that the entire buffer area is covered. Plantings shall meet or exceed the minimum plant sizes as follows:

Planting Type	Minimum Size at Time 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

H. Subdivision Specific Requirements:

1. 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.

2. Subdivision 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. Plat Expirations:

   Final plats must be recorded for a single-phase development or for the first phase of a multi-phase development within twenty-four (24) months of the date of signature on the approving order of decision for the final plat.

4. Phased Subdivisions: The subdivider may file and obtain acceptance of successive final plats for continuous segments of the approved preliminary plat without reapplication for preliminary plat approval, provided that final plats are recorded in successive intervals of not more than two (2) years each, as measured from the date of recordation of the prior phase final plat.

I. Planned Unit Development Specific Requirements:

1. PUD Ownership: A planned unit development shall be under single ownership/control during the planning and developmental stage to ensure that the development can be accomplished in a unified manner.

2. PUD Amenities: 50% of the amenities shall be completed with the first 80% of building permits issued for the entire development. All amenities shall be completed prior to the final landscape inspection for street

buffers and open space.

3. PUD Expiration: The completion of the first phase of a planned unit development shall take place within three (3) years of the signature date on the order of decision approving the planned unit development or said approval shall become null and void. For each phase after the first phase there shall be an allowed one year time frame per phase for completion. Should any phase not be completed within its one year time frame, approval on the uncompleted portion of the planned unit development shall become null and void. Exceptions to the time frames may be granted at the time of original approval of the planned unit development, provided said exceptions are requested in the initial application.

IV. ORDER OF DECISION

The Council, based upon the testimony and evidence in record in this matter and upon findings of fact and conclusions of law set forth herein DOES HEREBY DETERMINE AND DECIDE AS FOLLOWS: the request for a final plat approval for Tuscan Ridge Subdivision No. 1, a residential phase with 88 single-family lots and 16 common lots in an R-1 (Neighborhood Residential) zone on approximately 36.5 acres on Parcels R3298101000, located in the E ½ of the NW ¼, of Section 23, T3N, R3W, is **APPROVED SUBJECT TO THE CONDITIONS OF APPROVAL LISTED HEREIN.**

These Findings of Fact, Conclusions of Law and Decision are for Tuscan Ridge Subdivision No. 1 approved and adopted by the Caldwell City Council on this date, July 6, 2026.

_____ _____

Eric Phillips, Mayor Date of Decision

ATTEST:

_____

Kristina Buchan, City Clerk
City of Caldwell

EXHIBIT 1

Application Documents

- Application
- Narrative
- Vicinity Map
- Final Plat
- Approved Preliminary Plat
- Landscape Plan
- Open Space Exhibit

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)*	Tuscan Ridge Ph 1
Site Address(s): *Upload separate attached sheet if more than six (6) site addresses*	0 INDIANA AVE
Suite #s:	
Parcel #s:	R3298101000
Total Acres:	36.5
Prior Use of Property:	Agriculture
Proposed Use of Property:	Single Family 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:	Patrick Connor
Company Name: *(if applicable)*	Ardurra
Mailing Address:	332 N Broadmore Way Nampa, ID 83687

Phone:	214 564 2812	**Email:**	pconnor@ardurra.com
Email Address:	pconnor@ardurra.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:	SEDDIE CALDWELL II LLC
Mailing Address:	212 E CROSSROADS BLVD STE 143 SARATOGA SPRINGS UT 84045
Phone:	n/a
Email:	n/a

V. Contractor / Developer Information *(fill out, if applicable)*

Name:	
Company Name: *(if applicable)*	
Mailing Address:	
Phone:	
Email:	

VI. Architect Information *(fill out, if applicable)*

Name:	
Company Name: *(if applicable)*	
Mailing Address:	
Phone:	
Email:	

VII. Civil Engineer / Surveyor Information *(fill out, if applicable)*

Name:	JD Lyle
Company Name: *(if applicable)*	Ardurra
Mailing Address:	332 N. Broadmore Way Nampa, ID 83687

Phone:	208 442v 6300	**Email:**	jlyle@ardurra.com

VIII. Landscape Architect Information *(fill out, if applicable)*

Name:	
Company Name: *(if applicable)*	
Mailing Address:	

Phone:		**Email:**	

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)

Patrick Connor _____ 1/6/2026 _____

Applicant / Applicant's Representative Printed Name Date

_____

Applicant / Applicant's Representative Signature

ARDURRA

1/7/2026

City of Caldwell
Planning and Zoning Department
205 S 6th Ave
Caldwell, ID 83605

RE: Tuscan Ridge Ph 1 | Final Plat Application

On behalf of Seddie Caldwell II LLC, we appreciate this opportunity to submit the final plat for Phase 1 of the Tuscan Ridge Subdivision. This first phase is 36.62 acres and includes 104 total lots. This is comprised of 88 single family lots and 16 common lots.

The application complies with and acknowledges the Site Specific Conditions of Approval and Development agreement for the property.

We appreciate the opportunity to present the final plat application to the City of Eagle. If you have any questions, please do not hesitate to contact our office at (208) 323-2288 or email pconnor@ardurra.com.

Thank you,

Land Development Project Manager
Ardurra

Tuscan Ridge No.1

Vicinity Map



Dec 03, 2025 - landproDATA.com
Scale: 1 inch approx 1000 feet

The materials available at this website are for informational purposes only and do not constitute a legal document.

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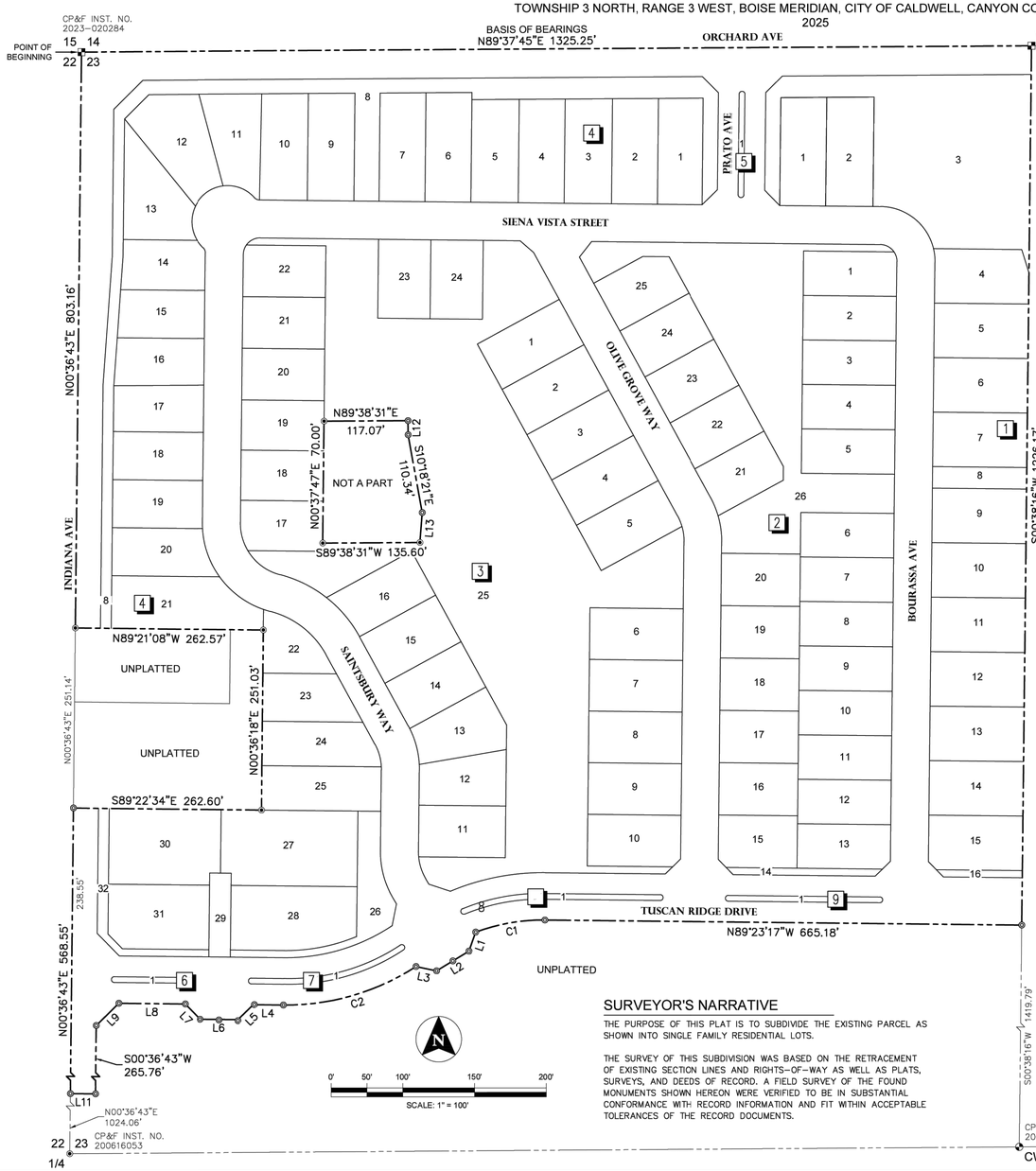
TUSCAN RIDGE SUBDIVISION NO. 1

LOCATED IN A PORTION OF THE E1/12 OF THE NW1/4, SECTION 23
TOWNSHIP 3 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CITY OF CALDWELL, CANYON COUNTY, IDAHO
2025



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	267.00'	98.57'	21°09'08"	S80°02'09"W	98.01'
C2	333.00'	195.23'	33°35'31"	S73°48'58"W	192.45'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S19°20'21"W	27.94'
L2	S58°35'04"W	53.00'
L3	N78°03'31"W	29.28'
L4	N89°23'17"W	42.00'
L5	S45°36'43"W	29.87'
L6	N89°23'17"W	53.00'
L7	N44°23'17"W	29.87'
L8	N89°23'17"W	92.64'
L9	S45°36'43"W	44.18'
L11	N89°23'17"W	35.00'
L12	S00°21'30"E	19.75'
L13	S04°23'54"W	41.71'

LEGEND

- SUBDIVISION BOUNDARY
- SECTION LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- LOT LINE
- EASEMENT LINE
- FOUND BRASS CAP MONUMENT
- FOUND ALUMINUM CAP MONUMENT
- FOUND 5/8" REBAR
- SET ALUMINUM CAP MONUMENT
- SET 5/8" REBAR
- SET 1/2" REBAR
- CALCULATED POINT
- 1 LOT NUMBER
- [1] BLOCK NUMBER

NOTES

1. ALL FRONT LOT LINES HAVE A TEN FOOT (10') WIDE PERMANENT PUBLIC UTILITIES, PROPERTY DRAINAGE, AND IRRIGATION EASEMENT, UNLESS OTHERWISE DIMENSIONED.
2. ALL REAR LOT LINES HAVE A TEN FOOT (10') WIDE PERMANENT PROPERTY DRAINAGE EASEMENT, UNLESS OTHERWISE DIMENSIONED.
3. ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.
4. MINIMUM BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE CITY OF CALDWELL APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF ISSUANCE OF INDIVIDUAL BUILDING PERMITS OR AS SPECIFICALLY APPROVED AND/OR REQUIRED.
5. THE LANDS INCLUDED IN THIS PLAT ARE LOCATED IN THE CALDWELL-MUNICIPAL IRRIGATION DISTRICT SERVICE AREA (208) 250-1638. IRRIGATION WATER WILL BE PROVIDED TO ALL LOTS THROUGH A PRESSURE IRRIGATION DELIVERY SYSTEM WHICH HAS BEEN APPROVED PURSUANT TO SECTION 31-3805(4), IDAHO CODE. THE PURCHASER OF EACH LOT SHALL REMAIN SUBJECT TO ALL ASSESSMENTS LEVIED BY CALDWELL-MUNICIPAL IRRIGATION DISTRICT. ALL UNPAID IRRIGATION ENTITY ASSESSMENTS ARE A LIEN ON THE LAND.
6. THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF THE IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
7. MAINTENANCE OF ANY IRRIGATION OR DRAINAGE PIPE, OR DITCH CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE DISTRICT OR THE HOMEOWNERS' ASSOCIATION.
8. LOTS SHALL NOT BE REDUCED IN SIZE WITHOUT PRIOR APPROVAL FROM THE HEALTH AUTHORITY.
9. ALL LOTS IN THIS SUBDIVISION ARE SINGLE-FAMILY RESIDENTIAL LOTS EXCEPT LOTS 3, 8, & 16, BLOCK 1; LOT 14 & 26, BLOCK 2; LOT 25, BLOCK 3; LOTS 8, 22, 26, 29, & 32, BLOCK 4; AND LOT 1 OF BLOCKS 5, 6, 7, 8, & 9 WHICH ARE DESIGNATED AS COMMON LOTS TO BE OWNED AND MAINTAINED BY THE TUSCAN RIDGE SUBDIVISION HOMEOWNERS' ASSOCIATION. THESE LOTS ARE ALL SUBJECT TO BLANKET PUBLIC UTILITIES, PROPERTY DRAINAGE, AND IRRIGATION EASEMENTS.
10. LOT 3, BLOCK 1 IS SUBJECT TO AN IRRIGATION EASEMENT FOR THE DEER FLAT CALDWELL CANAL SERVING THE U.S. BUREAU OF RECLAIMATION FOR THE MAINTENANCE, CLEANING, AND REPAIR OF THE CANAL. NO LANDSCAPING (EXCEPT GRASS), TREES, STRUCTURES, FENCES OR IMPROVEMENTS OF ANY KIND SHALL BE PLACED WITHIN THE LIMITS OF SAID EASEMENT.
11. LOT 3, BLOCK1; AND LOT 8, BLOCK 4 ARE SUBJECT TO AN IRRIGATION EASEMENT FOR THE FOREST CANAL RECORDED AS INSTRUMENT No. XXXX-XXXXXX, OFFICIAL RECORDS OF CANYON COUNTY, IDAHO.
12. LOT25, BLOCK 3 IS SUBJECT TO AN ACCESS EASEMENT FOR THE BENEFIT OF THE IN-HOLD PARCEL SHOWN HEREON, AND NOT INCLUDED IN THIS SUBDIVISION.
13. LOT 29, BLOCK 4 SHALL SERVE AS A PRIVATE DRIVE AND IS SUBJECT TO AN INGRESS/EGRESS EASEMENT FOR THE BENEFIT OF LOTS 27, 28, 30, & 31; BLOCK 4; TO BE MAINTAINED BY THE TUSCAN RIDGE SUBDIVISION HOMEOWNERS' ASSOCIATION.
14. LOTS SHALL NOT BE REDUCED IN SIZE WITHOUT PRIOR APPROVAL FROM THE HEALTH AUTHORITY.
15. THIS DEVELOPMENT IS SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&R'S) THAT PERTAIN TO THIS DEVELOPMENT, TO BE FILED AND RECORDED IN THE OFFICE OF THE RECORDER, CANYON COUNTY.
16. NO DIRECT LOT ACCESS TO INDIANA AVE, ORCHARD AVE, TUSCAN RIDGE DRIVE, OR PRATO DRIVE IS PERMITTED.
17. ALL EIGHT FOOT (8') COMMUNITY PATHWAYS WITHIN THIS SUBDIVISION SHALL BE OWNED AN MAINTAINED BY THE TUSCAN RIDGE SUBDIVISION HOMEOWNER'S ASSOCIATION. SAID PATHWAYS AS LOCATED ARE SUBJECT TO A PUBLIC ACCESS EASEMENT TO THE GENERAL PUBLIC FOR INGRESS AND EGRESS.

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE THE EXISTING PARCEL AS SHOWN INTO SINGLE FAMILY RESIDENTIAL LOTS.

THE SURVEY OF THIS SUBDIVISION WAS BASED ON THE RETRACEMENT OF EXISTING SECTION LINES AND RIGHTS-OF-WAY AS WELL AS PLATS, SURVEYS, AND DEEDS OF RECORD. A FIELD SURVEY OF THE FOUND MONUMENTS SHOWN HEREON WERE VERIFIED TO BE IN SUBSTANTIAL CONFORMANCE WITH RECORD INFORMATION AND FIT WITHIN ACCEPTABLE TOLERANCES OF THE RECORD DOCUMENTS.

PROFESSIONAL LAND SURVEYOR LICENSED 13765 STATE OF IDAHO ROB O'MALLEY

ROB O'MALLEY
IDAHO NO. 13765

250065-V-FP.DWG

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SHEET NO. 1 OF 7

City of Caldwell
APPROVED FOR CONSTRUCTION

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Name: **Martin Gergen**

PROFESSIONAL ENGINEER LICENSED 23296 STATE OF IDAHO JERRY D. LYLE
05/08/2026

BORDER SIZE	22"x34"
DESIGNED	J. PITCHER
DRAWN	A. ORTIZ
CHECKED	J. CARPENTER
APPROVED	J. LYLE

REVISIONS		
NO.	DESCRIPTION	DATE

ARDURRA
332 N. BROADMORE WAY
NAMPA, IDAHO 83687
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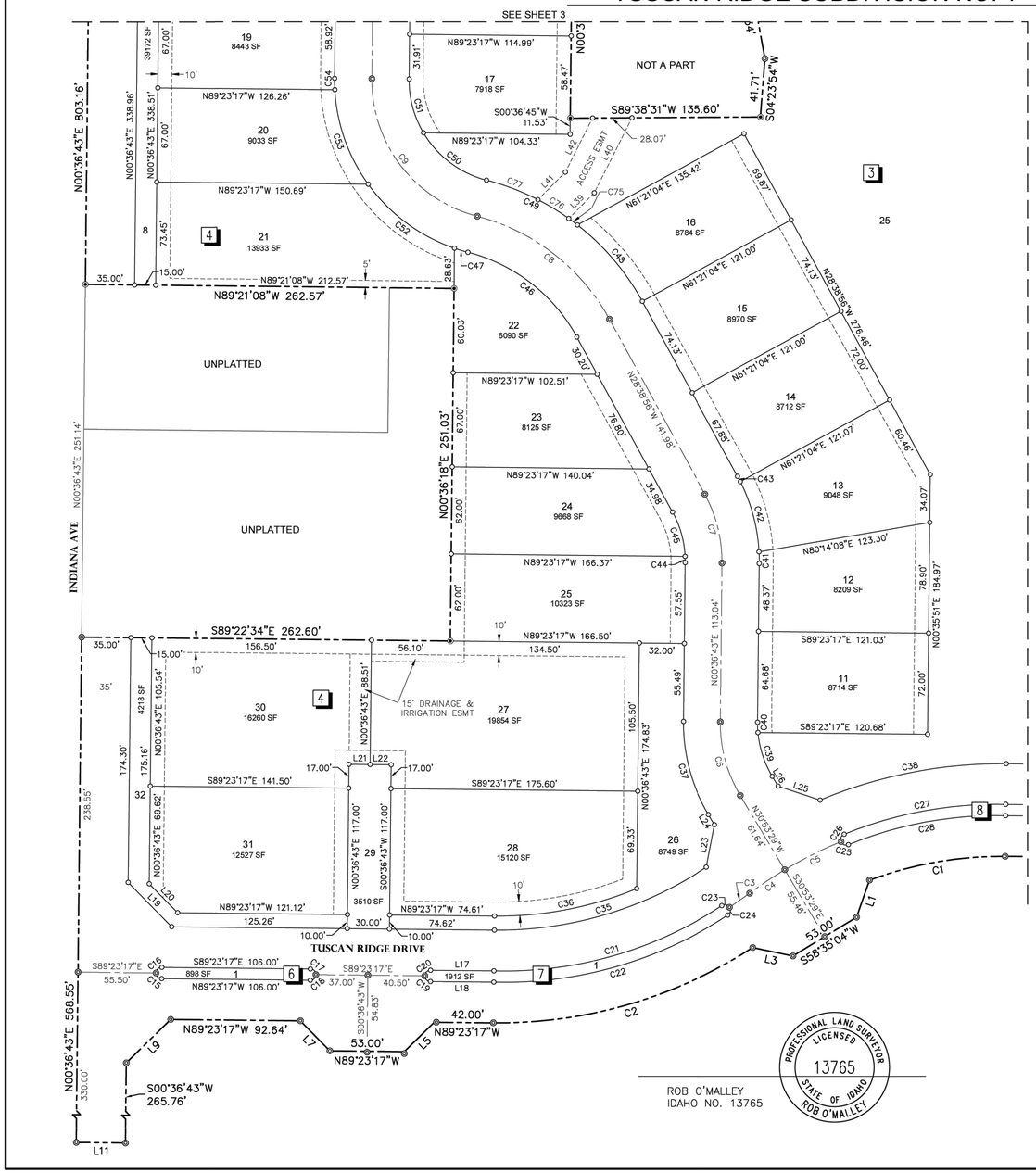
CONSTRUCTION DRAWINGS FOR:
TUSCAN RIDGE SUBDIVISION NO. 1
FINAL PLAT SHEET 1

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE:	May 5, 2026
PROJECT:	250065
SHEET:	C0.02

Y:\NAM\250065\3_CAD\SHEETS\CONSTRUCTION_DRAWINGS\CIVIL\250065-C-COVER & NOTES.DWG, 5/5/2026

TUSCAN RIDGE SUBDIVISION NO. 1



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S19°20'21"W	27.94'
L3	N78°03'31"W	29.28'
L5	S45°36'43"W	29.87'
L7	N44°23'17"W	29.87'
L9	S45°36'43"W	44.18'
L11	N89°23'17"W	35.00'
L17	S89°23'17"E	45.12'
L18	N89°23'17"W	45.12'
L19	N44°23'17"W	44.18'
L20	N44°23'17"W	28.83'
L21	S89°23'17"E	15.00'
L22	S89°23'17"E	15.00'
L23	S11°03'57"W	30.71'
L24	S30°53'29"E	8.50'
L25	N71°41'59"W	31.53'
L26	N30°53'29"W	8.12'
L39	N44°48'41"E	25.74'
L40	N26°40'18"E	59.85'
L41	N44°48'41"E	27.72'
L42	N26°40'18"E	43.10'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	267.00'	98.57'	21°09'08"	S80°02'09"W	98.01'
C2	333.00'	195.23'	33°35'31"	S73°48'58"W	192.45'
C3	300.00'	17.48'	3°20'19"	N55°01'42"E	17.48'
C4	300.00'	30.10'	5°44'58"	N56°14'02"E	30.09'
C5	300.00'	44.84'	8°33'50"	N63°23'26"E	44.80'
C6	100.00'	54.98'	31°30'12"	N15°08'23"W	54.29'
C7	100.00'	51.07'	29°15'39"	N14°01'06"W	50.52'
C8	150.00'	122.71'	46°52'19"	N52°05'06"W	119.32'
C9	100.00'	132.88'	76°07'58"	N37°27'16"W	123.31'
C15	4.00'	6.28'	90°00'00"	N44°23'17"W	5.66'
C16	4.00'	6.28'	90°00'00"	N45°36'43"E	5.66'
C17	4.00'	6.28'	90°00'00"	S44°23'17"E	5.66'
C18	4.00'	6.28'	90°00'00"	S45°36'43"W	5.66'
C19	4.00'	6.28'	90°00'00"	N44°23'17"W	5.66'
C20	4.00'	6.28'	90°00'00"	N45°36'43"E	5.66'
C21	279.50'	171.56'	35°10'07"	N74°02'12"E	168.88'
C22	287.06'	176.20'	35°10'07"	S74°02'12"W	173.45'
C23	4.00'	6.26'	89°37'05"	S77°43'46"E	5.64'
C24	4.00'	6.31'	90°22'55"	S12°16'14"W	5.68'
C25	4.00'	6.26'	89°41'23"	N66°47'25"W	5.64'
C26	4.00'	6.30'	90°18'31"	N23°12'31"E	5.67'
C27	285.12'	117.77'	23°39'56"	N79°31'25"E	116.93'
C28	277.56'	114.66'	23°40'06"	S79°31'29"W	113.84'
C35	267.00'	159.89'	34°18'36"	N73°27'25"E	157.51'
C36	257.00'	103.79'	23°08'18"	N79°02'36"E	103.08'
C37	126.50'	69.55'	31°30'12"	S15°08'23"E	68.68'
C38	333.00'	135.83'	23°22'14"	S78°55'36"W	134.89'
C39	73.50'	33.08'	25°47'15"	S17°59'52"E	32.80'
C40	73.50'	7.33'	5°42'57"	S2°14'46"E	7.33'
C41	126.50'	8.33'	3°46'29"	N1°16'31"W	8.33'
C42	126.50'	52.12'	23°36'28"	N14°57'59"W	51.75'
C43	126.50'	4.15'	1°52'43"	N27°42'35"W	4.15'
C44	73.50'	4.45'	3°28'02"	N1°07'18"W	4.45'
C45	73.50'	33.09'	25°47'37"	N15°45'07"W	32.81'
C46	123.50'	101.03'	46°52'19"	N52°05'06"W	98.24'
C47	126.50'	10.01'	4°32'06"	S73°15'12"E	10.01'
C48	176.50'	71.84'	23°19'12"	N40°18'32"W	71.34'
C49	176.50'	72.55'	23°33'07"	N63°44'42"W	72.04'
C50	73.50'	57.62'	44°55'07"	S53°03'42"E	56.16'
C51	73.50'	40.04'	31°12'51"	S14°59'43"E	39.55'
C52	126.50'	77.69'	35°11'18"	S53°23'30"E	76.47'
C53	126.50'	72.30'	32°44'43"	S19°25'30"E	71.32'
C54	126.50'	8.09'	3°39'51"	S1°13'13"E	8.09'
C75	176.50'	7.63'	2°28'39"	N53°12'28"W	7.63'
C76	176.50'	25.73'	8°21'04"	N58°37'20"W	25.70'
C77	176.50'	39.19'	12°43'23"	N69°09'34"W	39.11'

ROB O'MALLEY
IDAHO NO. 13765

PROFESSIONAL LAND SURVEYOR LICENSED 13765 STATE OF IDAHO ROB O'MALLEY

0' 25' 50' 100' 150'
SCALE: 1" = 50'

ARDURRA
332 N. BROADMORE WAY
NAMPA, IDAHO 83687
208-442-6300 | WWW.ARDURRA.COM
SHEET NO. 2 OF 7

City of Caldwell
APPROVED FOR CONSTRUCTION

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Name: **Martin Gergen**

PROFESSIONAL ENGINEER LICENSED Jerry D. Lyle 23296 05/08/2026 STATE OF IDAHO JERRY D. LYLE

REVISIONS		
NO.	DESCRIPTION	DATE

BORDER SIZE 22"x34"
DESIGNED J. PITCHER
DRAWN A. ORTIZ
CHECKED J. CARPENTER
APPROVED J. LYLE

ARDURRA
332 N. BROADMORE WAY
NAMPA, IDAHO 83687
208-442-6300 | WWW.ARDURRA.COM

CONSTRUCTION DRAWINGS FOR:
TUSCAN RIDGE SUBDIVISION NO. 1
FINAL PLAT SHEET 2

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE: May 5, 2026
PROJECT: 250065
SHEET: C0.03

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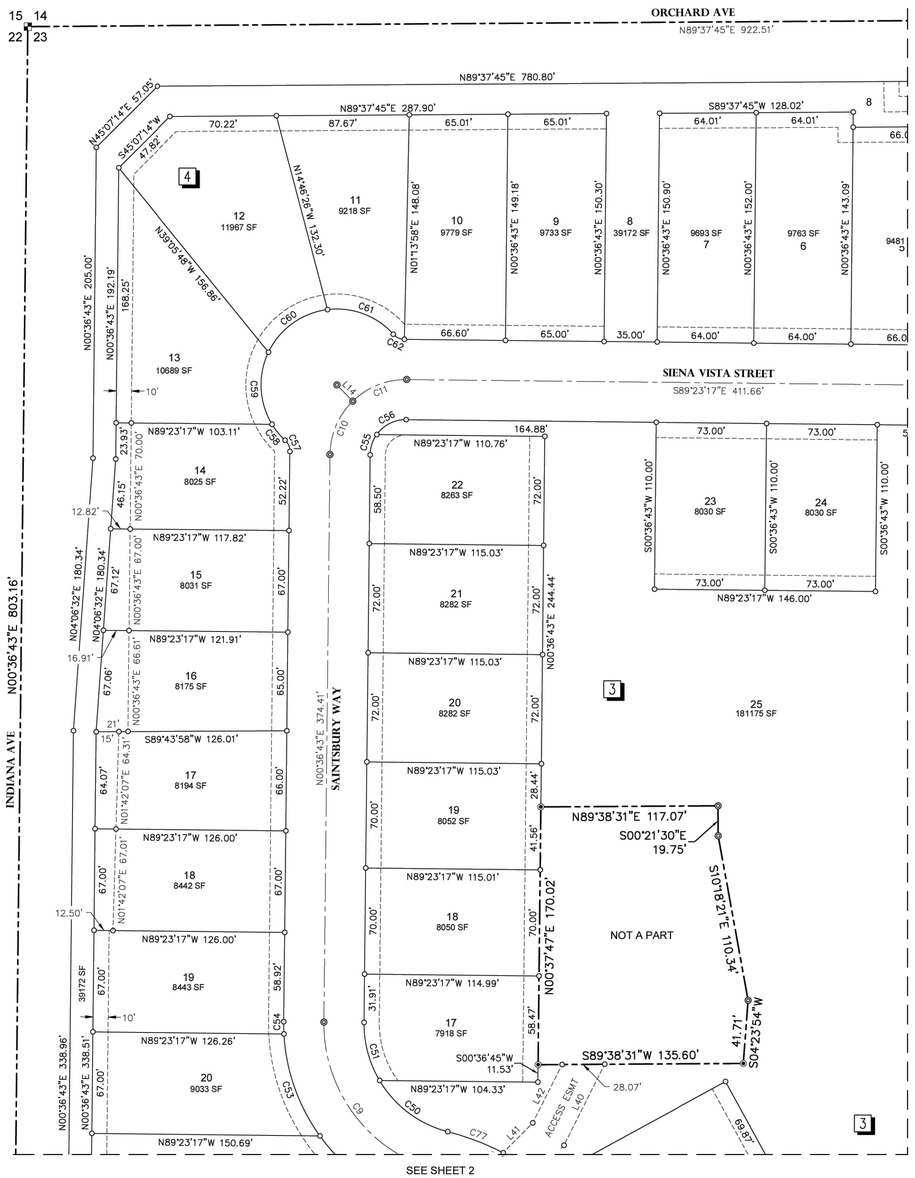
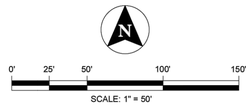
TUSCAN RIDGE SUBDIVISION NO. 1





LINE TABLE		
LINE	BEARING	DISTANCE
L14	N44°23'17"W	15.00'
L40	N26°40'18"E	59.85'
L41	N44°48'41"E	27.72'
L42	N26°40'18"E	43.10'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C9	100.00'	132.88'	76°07'58"	N37°27'16"W	123.31'
C10	50.00'	39.27'	45°00'00"	N23°06'43"E	38.27'
C11	50.00'	39.27'	45°00'00"	N68°06'43"E	38.27'
C49	176.50'	72.55'	23°33'07"	N63°44'42"W	72.04'
C50	73.50'	57.62'	44°55'07"	S53°03'42"E	56.16'
C51	73.50'	40.04'	31°12'51"	S14°59'43"E	39.55'
C53	126.50'	72.30'	32°44'43"	S19°25'30"E	71.32'
C54	126.50'	8.09'	3°39'51"	S1°13'13"E	8.09'
C55	23.50'	14.38'	35°03'45"	S18°08'35"W	14.16'
C56	23.50'	22.53'	54°56'15"	S63°08'35"W	21.68'
C57	10.00'	8.29'	47°29'48"	N23°08'11"W	8.05'
C58	50.00'	13.57'	15°33'04"	S39°06'33"E	13.53'
C59	50.00'	49.68'	56°56'03"	S2°52'00"E	47.67'
C60	50.00'	50.00'	57°17'45"	S54°14'54"W	47.94'
C61	50.00'	48.18'	55°12'44"	N69°29'51"W	46.34'
C62	10.00'	8.29'	47°29'48"	S65°38'23"E	8.05'
C77	176.50'	39.19'	12°43'23"	N69°09'34"W	39.11'

ROB O'MALLEY
IDAHO NO. 13765

PROFESSIONAL LAND SURVEYOR LICENSED 13765 STATE OF IDAHO ROB O'MALLEY

ARDURRA
332 N. BROADMORE WAY
NAMPA, IDAHO 83687
208-442-6300 | WWW.ARDURRA.COM

SHEET NO. 3 OF 7

City of Caldwell
APPROVED FOR CONSTRUCTION

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Name: **Martin Gergen**

PROFESSIONAL ENGINEER LICENSED 23296 05/08/2026 STATE OF IDAHO JERRY D. LYLE

BORDER SIZE	22"x34"
DESIGNED	J. PITCHER
DRAWN	A. ORTIZ
CHECKED	J. CARPENTER
APPROVED	J. LYLE

REVISIONS		
NO.	DESCRIPTION	DATE

ARDURRA
332 N. BROADMORE WAY
NAMPA, IDAHO 83687
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CONSTRUCTION DRAWINGS FOR:
TUSCAN RIDGE SUBDIVISION NO. 1
FINAL PLAT SHEET 3

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE: May 5, 2026
PROJECT: 250065
SHEET: C0.04

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TUSCAN RIDGE SUBDIVISION NO. 1



0' 25' 50' 100' 150'

SCALE: 1" = 50'

LINE TABLE		
LINE	BEARING	DISTANCE
L15	S00°36'43"W	16.80'
L16	N00°36'43"E	37.00'
L27	S48°50'55"E	24.92'
L28	N38°23'44"E	27.55'
L29	S45°36'43"W	29.87'
L30	N44°23'17"W	29.87'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C12	100.00'	51.07'	29°15'39"	S14°01'06"E	50.52'
C14	50.00'	78.54'	90°00'00"	S44°23'17"E	70.71'
C63	4.00'	6.28'	90°00'00"	N45°36'43"E	5.66'
C64	4.00'	6.28'	90°00'00"	S44°23'17"E	5.66'
C65	4.00'	6.28'	90°00'00"	S45°36'43"W	5.66'
C66	4.00'	6.28'	90°00'00"	N44°23'17"W	5.66'
C67	23.50'	22.53'	54°56'15"	N61°55'09"W	21.68'
C68	23.50'	14.38'	35°03'45"	N16°55'09"W	14.16'
C69	76.50'	101.16'	75°45'52"	N51°30'21"W	93.95'
C70	76.50'	19.01'	14°14'08"	N6°30'21"W	18.96'
C71	126.50'	27.53'	12°28'01"	S22°24'55"E	27.47'
C72	126.50'	37.08'	16°47'38"	S7°47'06"E	36.95'
C73	73.50'	16.13'	12°34'24"	N22°21'44"W	16.10'
C74	73.50'	21.41'	16°41'15"	N7°43'55"W	21.33'

PROFESSIONAL LAND SURVEYOR LICENSED 13765 STATE OF IDAHO ROB O'MALLEY

ROB O'MALLEY
IDAHO NO. 13765

ARDURRA
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NAMPA, IDAHO 83687
208-442-6300 | WWW.ARDURRA.COM

SHEET NO. 4 OF 7

City of Caldwell
APPROVED FOR CONSTRUCTION

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Name: **Martin Gergen**

PROFESSIONAL ENGINEER LICENSED 23296 STATE OF IDAHO JERRY D. LYLE
05/08/2026

BORDER SIZE	22"x34"
DESIGNED	J. PITCHER
DRAWN	A. ORTIZ
CHECKED	J. CARPENTER
APPROVED	J. LYLE

REVISIONS

NO.	DESCRIPTION	DATE

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CONSTRUCTION DRAWINGS FOR:
TUSCAN RIDGE SUBDIVISION NO. 1
FINAL PLAT SHEET 4

ATTENTION:
0 1/2 1
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DATE: May 5, 2026
PROJECT: 250065
SHEET: C0.05

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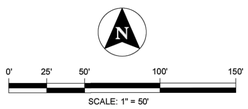
TUSCAN RIDGE SUBDIVISION NO. 1



LINE TABLE		
LINE	BEARING	DISTANCE
L31	S45°36'43"W	14.14'
L32	S45°36'43"W	15.72'
L33	N44°23'17"W	15.72'
L34	N44°23'17"W	14.14'
L35	S45°36'43"W	14.14'
L36	S45°36'43"W	15.72'
L37	N44°23'17"W	15.72'
L38	N44°23'17"W	14.14'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C13	100.00'	51.07'	29°15'39"	N14°01'06"W	50.52'
C29	4.00'	6.28'	90°00'00"	S44°23'20"E	5.66'
C30	4.00'	6.28'	90°00'00"	S45°36'40"W	5.66'
C31	4.00'	6.28'	90°00'00"	N44°23'17"W	5.66'
C32	4.00'	6.28'	90°00'00"	N45°36'43"E	5.66'
C33	4.00'	6.28'	90°00'00"	S44°23'17"E	5.66'
C34	4.00'	6.28'	90°00'00"	S45°36'43"W	5.66'
C71	126.50'	27.53'	12°28'01"	S22°24'55"E	27.47'
C72	126.50'	37.08'	16°47'38"	S7°47'06"E	36.95'
C73	73.50'	16.13'	12°34'24"	N22°21'44"W	16.10'
C74	73.50'	21.41'	16°41'15"	N7°43'55"W	21.33'



ROB O'MALLEY
IDAHO NO. 13765

PROFESSIONAL LAND SURVEYOR LICENSED 13765 STATE OF IDAHO ROB O'MALLEY

ARDURRA
332 N. BROADMORE WAY
NAMPA, IDAHO 83687
208-442-6300 | WWW.ARDURRA.COM

SHEET NO. 5 OF 7

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 decisions, development agreements, or specifications. Inconsistencies not isolated by City staff shall not be construed as approved unless specifically addressed as a variance and granted by City Council as a variance. The City retains the right to enforce provisions of said document 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**

PROFESSIONAL ENGINEER LICENSED 23296 05/08/2026 STATE OF IDAHO JERRY D. LYLE

BORDER SIZE	22"x34"
DESIGNED	J. PITCHER
DRAWN	A. ORTIZ
CHECKED	J. CARPENTER
APPROVED	J. LYLE

REVISIONS		
NO.	DESCRIPTION	DATE

ARDURRA
332 N. BROADMORE WAY
NAMPA, IDAHO 83687
208-442-6300 | WWW.ARDURRA.COM

CONSTRUCTION DRAWINGS FOR:
TUSCAN RIDGE SUBDIVISION NO. 1
FINAL PLAT SHEET 5

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE: May 5, 2026
PROJECT: 250065
SHEET: C0.06

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Y:\NAM\250065\01_CAD\SHEETS\CONSTRUCTION_DRAWINGS\CIVIL\250065-C-COVER & NOTES.DWG, 5/5/2026

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SURROUNDING PROPERTY OWNERS (300')

KEYNOTE	PARCEL	NAME	ADDRESS
1	R32981010A0	CALDWELL CITY OF	14882 INDIANA AVE NAMPA ID 83651
2	R32981010B0	CALDWELL CITY OF	PO BOX 1179 CALDWELL ID 83605
3	R32981010C0	LIZASO HARVEY NAVARRO	14838 INDIANA AVE NAMPA ID 83651
4	R3298100000	LIZASO HARVEY NAVARRO	14838 INDIANA AVE NAMPA ID 83651
5	R3284733300	ADAIR TRAVIS	15049 CUMULUS PL CALDWELL ID 83607
6	R3284733400	HERRERA NOEL	15035 CUMULUS PL CALDWELL ID 83607
7	R3284733500	MAYBERRY MANAGEMENT LLC	15030 CUMULUS PL CALDWELL ID 83607
8	R3284733600	TIEGS LEIGHTON MICHAEL	15038 CUMULUS PL CALDWELL ID 83607
9	R3284733700	LINKEL MIKINZI A	15056 CUMULUS PL CALDWELL ID 83607
10	R3284727100	AG ESSENTIAL HOUSING MULTI STATE 2 LLC	408 S EAGLE RD STE 100 EAGLE ID 83616
11	R3283945500	COX LAWRENCE PAUL II	15061 VERAISON PL CALDWELL ID 83607
12	R3283945400	GRISHAM ALEXANDRE P	15047 VERAISON PL CALDWELL ID 83607
13	R3283945300	RATLIFF JASON	15035 VERAISON PL CALDWELL ID 83607
14	R3283945200	DEFILIPPIS KARLA	15029 VERAISON PL CALDWELL ID 83607
15	R3283945100	VILLEGAS BETTY	15034 VERAISON PL CALDWELL ID 83607
16	R3283945000	INGRAM JUSTIN ALLEN	15046 VERAISON PL CALDWELL ID 83607
17	R3283944900	WELCH JEROME WILLIAM	15058 VERAISON PL CALDWELL ID 83607
18	R3283943900	SIENNA HILLS NEIGHBORHOOD ASSOC INC	PO BOX 1090 MERIDIAN ID 83680
19	R3283201000	WOODWARD JANTZEN	13858 ORCHARD AVE CALDWELL ID 83607
20	R3283200000	WOODWARD JANTZEN	13858 ORCHARD AVE CALDWELL ID 83607
21	R3283100000	LINDEMANN GARY D	13830 ORCHARD AVE CALDWELL ID 83607
22	R3283001100	GUCHES JIM D	15239 FLORIDA AVE CALDWELL ID 83607
23	R3282900000	GUCHES JIM D	15239 FLORIDA AVE CALDWELL ID 83607

NOTES

1. BUILDING SETBACK AND DIMENSION STANDARDS SHALL BE IN COMPLIANCE WITH THE APPLICABLE ZONING REGULATIONS OF THE CITY OF CALDWELL, UNLESS OTHERWISE SPECIFIED.
2. A GENERAL UTILITY EASEMENT OF 10 FEET WILL EXIST ALONG ALL FRONT AND REAR LOT LINES PER CITY OF CALDWELL SUBDIVISION CONSTRUCTION REQUIREMENTS.
3. THERE ARE NO KNOWN FLOOD PLAINS OR FLOODWAYS IN THE PROJECT AREA.
4. DIRECT LOT ACCESS TO ORCHARD AVE, INDIANA AVE, AND SMITH AVE IS PROHIBITED.
5. PRESSURE IRRIGATION SERVICES WILL BE PROVIDED TO ALL IRRIGABLE AREAS. THE SYSTEM WILL BE OWNED AND MAINTAINED BY THE CALDWELL MUNICIPAL IRRIGATION DISTRICT.
6. POTABLE WATER WILL BE SUPPLIED BY CITY OF CALDWELL.
7. SEWER WILL BE PROVIDED BY CITY OF CALDWELL.
8. STORMWATER TO BE DIRECTED THROUGH A SERIES OF INLETS, PIPES, AND MANHOLES TO ONSITE STORM DRAIN RETENTION BASINS AND SEEPAGE BEDS.
9. THE FOREST CANAL TO BE REALIGNED AT THE NORTH END OF THE SITE. HISTORICAL DISCHARGE INTO THE DEER FLAT CALDWELL CANAL SHALL BE MAINTAINED.
10. DESIGN INFORMATION SHOWN HEREIN IS PRELIMINARY AND SUBJECT TO CHANGE BASED ON FINAL DESIGN AND AGENCY COMMENT.
11. RIGHT-HAND TURN LANES PER CALDWELL SUPPLEMENTAL STANDARDS STANDARD DRAWING R-8104 TO BE CONSTRUCTED AT THE ORCHARD AVE/INDIANA AVE INTERSECTION AND INDIANA AVE/SMITH AVE INTERSECTION, RESPECTIVELY.
12. TO THE BEST OF THE PREPARER'S KNOWLEDGE, THE PRELIMINARY PLAT MEETS ALL THE 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. (ORD. 2811, 11-2-2009)

PRELIMINARY PLAT FOR
TUSCAN RIDGE SUBDIVISION

A PORTION OF THE W 1/2 OF THE NW 1/4 OF SECTION 23
TOWNSHIP 3 NORTH, RANGE 3 WEST, BOISE MERIDIAN
CALDWELL, IDAHO
2024

0 75 150 300 450

SHEET INDEX

P0.00	COVER
P1.00	PHASING PLAN
P2.00	SITE PLAN
P2.01	SITE PLAN
P2.02	SITE PLAN DETAILS
P3.00	LOT DIMENSIONS
P3.01	LOT DIMENSIONS
P4.00	EXISTING CONDITIONS

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°21'30"E	19.75'
L2	S10°18'21"E	110.34'
L3	S04°23'54"W	41.71'
L4	S89°38'31"W	135.60'
L5	N00°37'47"E	170.02'
L6	N89°38'31"E	117.07'

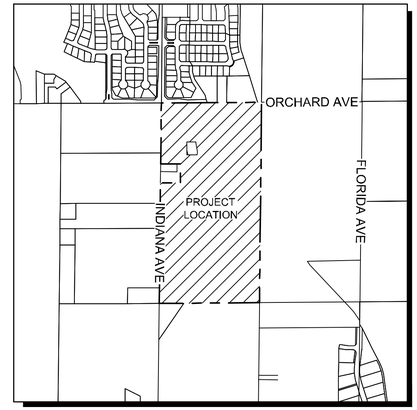
ROB O'MALLEY
IDAHO NO. 13765
PROFESSIONAL LAND SURVEYOR LICENSED 13765 STATE OF IDAHO ROB O'MALLEY
10/7/24

PERTAINS ONLY TO THE BOUNDARY SURVEY

LEGEND

- SUBDIVISION BOUNDARY
- R/W — ROAD RIGHT-OF-WAY
- PROPOSED EASEMENT
- SEW — PROPOSED SEWER MAIN
- W — PROPOSED WATER MAIN
- PI — PROPOSED PRESSURE IRRIGATION MAIN
- IR — PROPOSED GRAVITY IRRIGATION MAIN
- 1 — LOT NUMBER
- [1] — BLOCK NUMBER
- FOUND ALUMINUM CAP MONUMENT
- FOUND BRASS CAP MONUMENT
- FOUND 5/8" REBAR MONUMENT
- PROPOSED SEWER MANHOLE
- PROPOSED WELL
- PROPOSED IRRIGATION BOX
- PROPOSED IRRIGATION MANHOLE
- 2580 — EXISTING MAJOR CONTOUR
- 2582 — EXISTING MINOR CONTOUR

NOTE:
TO THE BEST OF 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. (ORD. 2811, 11-2-2009)



VICINITY MAP
SCALE: 1" = 1,000'

SITE DATA

OWNER
SEDDIE CALDWELL II LLC
212 E CROSSROADS BLVD STE. 143
SARATOGA SPRINGS, UT 84045
PH: (435) 862-9515

ENGINEER
ARDURRA INC
332 N BROADMORE WAY
NAMPA, ID 83687
PH: (208) 442-6300

SURVEYOR
ARDURRA INC.
332 N BROADMORE WAY
NAMPA, ID 83687
PH: (208) 442-6300

PARCEL
R3298101000
0 INDIANA AVE
NAMPA, ID 83651

ROADWAY JURISDICTION
CITY OF CALDWELL

SEWER & WATER DISTRICT
CITY OF CALDWELL

FIRE DISTRICT
CALDWELL FIRE DEPARTMENT

SCHOOL DISTRICT
NAMPA SCHOOL DISTRICT #131

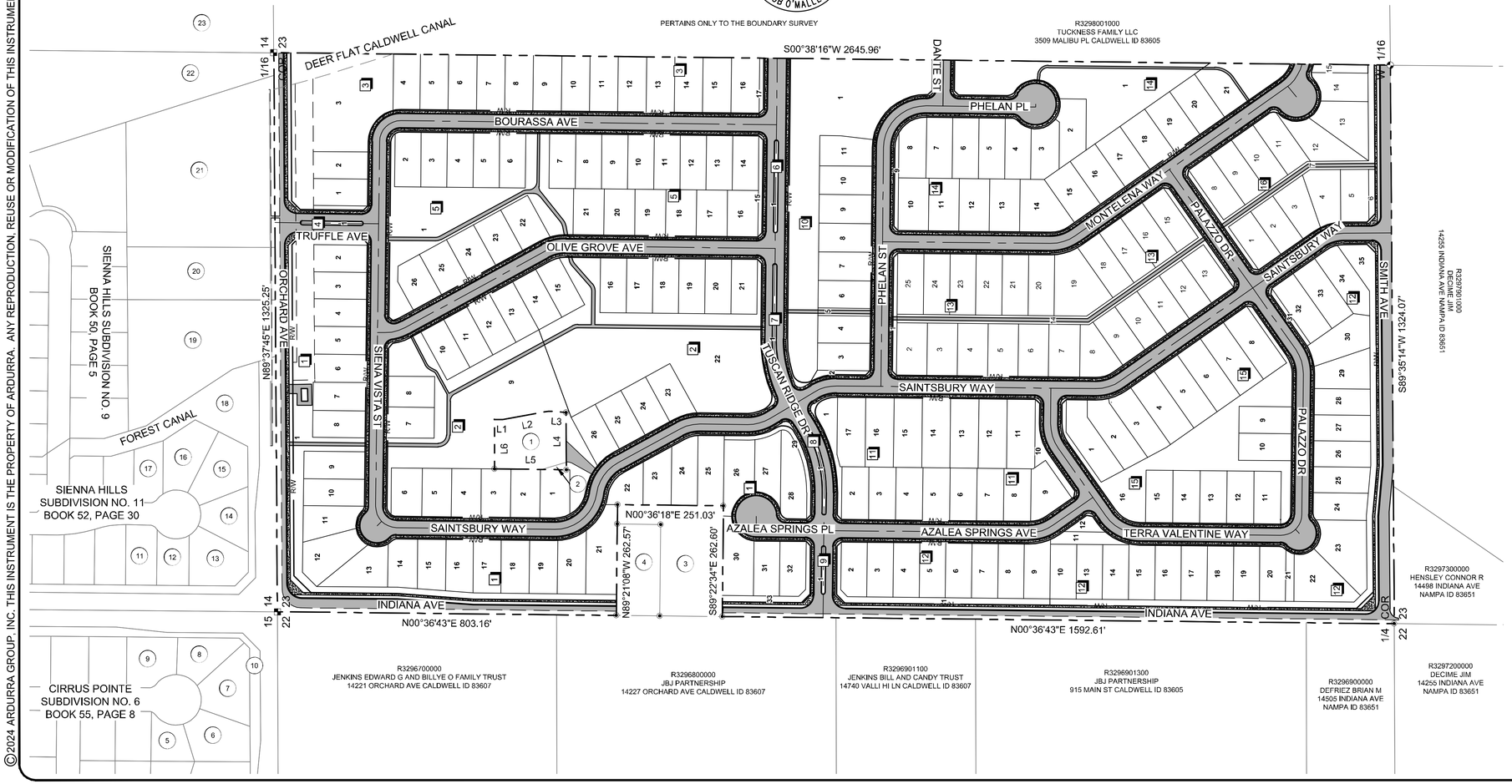
ZONING
EXISTING:
- LOW DENSITY RESIDENTIAL (R-1)

PROPOSED:
- LOW DENSITY RESIDENTIAL (R-1)

IRRIGATION DISTRICT
WILDER IRRIGATION DISTRICT (BOISE PROJECT BOARD OF CONTROL)

AREA AND LOT SUMMARY

TOTAL AREA	±78.45 AC	±3,417,233 SF	
TOTAL RIGHT OF WAY	±19.12 AC	±832,670 SF	24.4%
TOTAL RESIDENTIAL AREA	±43.06 AC	±1,875,832 SF	54.9%
TOTAL OPEN SPACE	±16.27 AC	±708,730 SF	20.7%
TOTAL QUALIFYING OPEN SPACE	±8.71 AC	±379,622 SF	11.1%
TOTAL NUMBER OF LOTS	247		
TOTAL NUMBER OF RESIDENTIAL LOTS	212		
TOTAL NUMBER OF COMMON LOTS	35		
MINIMUM LOT SIZE	±0.18 AC	±7,929 SF	
MAXIMUM LOT SIZE	±0.36 AC	±15,563 SF	
AVERAGE RESIDENTIAL LOT SIZE (R-1)	±0.20 AC	±8,848 SF	
PROPOSED RESIDENTIAL DENSITY (R-1)	2.70 DU/AC		



PROFESSIONAL ENGINEER LICENSED 23296 10/7/2024 STATE OF IDAHO JERRY D. LYLE

BORDER SIZE: 22"x34"	REVISIONS		
DESIGNED: J. LYLE	NO.	DESCRIPTION	DATE
DRAWN: J. LYLE			
CHECKED: J. CARPENTER			
APPROVED: J. LYLE			

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NAMPA, IDAHO 83687
208-442-6300 | WWW.ARDURRA.COM

PRELIMINARY PLAT FOR
TUSCAN RIDGE SUBDIVISION
COVER

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE: October 3, 2024
PROJECT: 230190
SHEET: P0.00

L:\230190\03_CAD\SHEETS\PRELIM\NAVY_PLAT\P0.00 COVER.DWG, 10/3/2024

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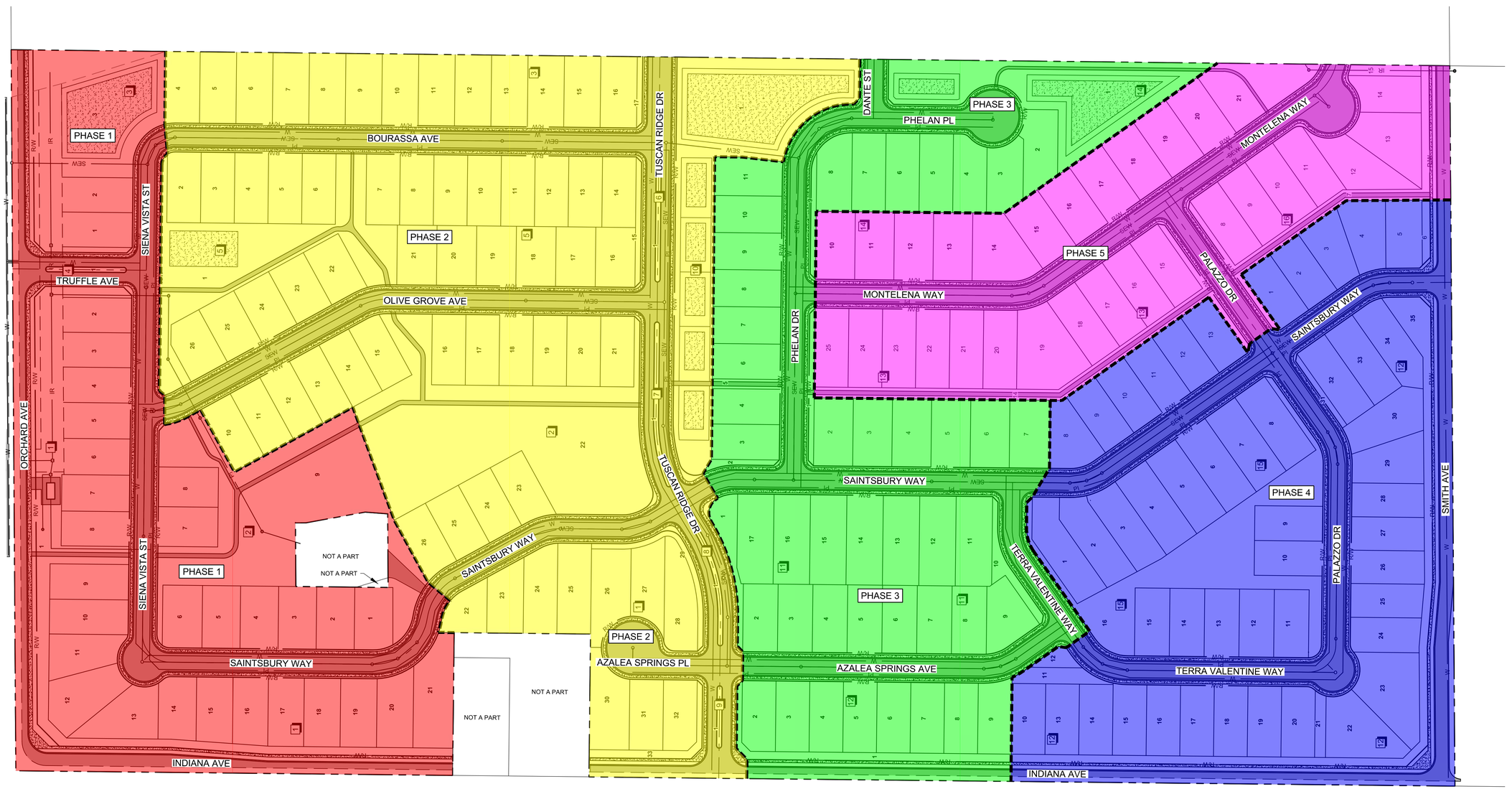
PHASING

- PHASE 1: ± 14.74 ACRES; 30 RESIDENTIAL LOTS
- PHASE 2: ± 23.70 ACRES; 62 RESIDENTIAL LOTS
- PHASE 3: ± 14.49 ACRES; 44 RESIDENTIAL LOTS
- PHASE 4: ± 16.01 ACRES; 47 RESIDENTIAL LOTS
- PHASE 5: ± 9.52 ACRES; 29 RESIDENTIAL LOTS

0 50 100 200 300



PROFESSIONAL ENGINEER LICENSED 23296 10/7/2024 STATE OF IDAHO JERRY D. LYLE

BORDER SIZE	22"x34"
DESIGNED	J. LYLE
DRAWN	J. LYLE
CHECKED	J. CARPENTER
APPROVED	J. LYLE

REVISIONS

NO.	DESCRIPTION	DATE
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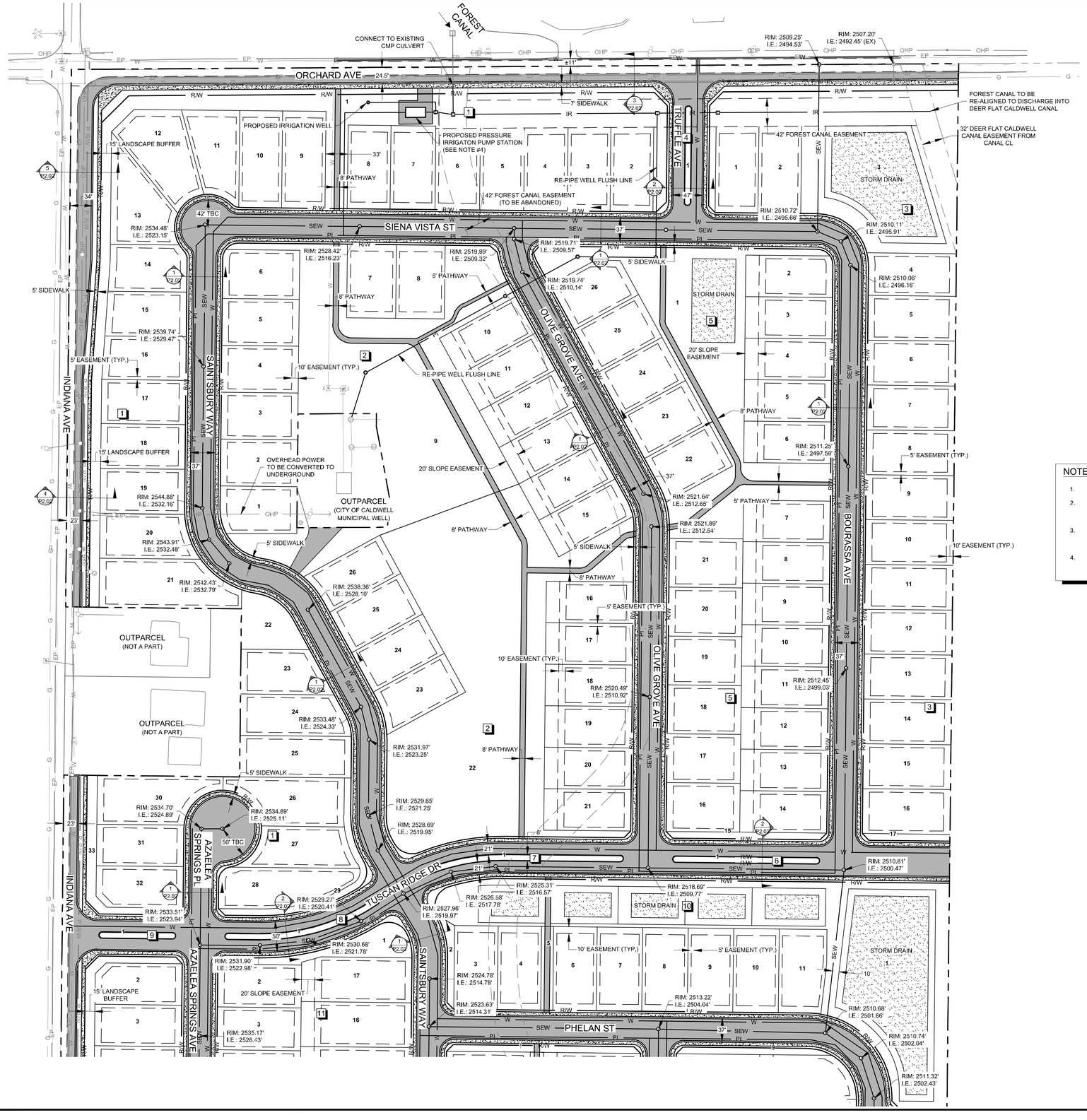
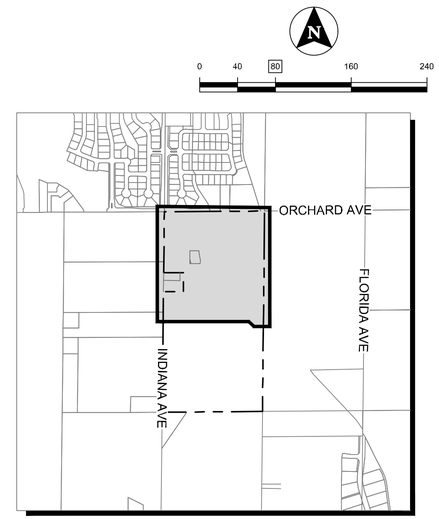
PRELIMINARY PLAT FOR TUSCAN RIDGE SUBDIVISION PHASING PLAN

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE:	October 7, 2024
PROJECT:	230190
SHEET:	P1.00

L:\230190\03_CAD\SHEETS\PRELIMINARY_PLAT\P1.00 PHASING PLAN.DWG, 10/3/2024





SITE KEY
SCALE: 1" = 1,000'

NOTES

1. SEE SHEET P2.02 FOR TYPICAL ROAD CROSS SECTIONS.
2. STORM DRAINAGE WILL BE CONVEYED TO RETENTION BASINS AND SEEPAGE BEDS. SIZING OF STORAGE FACILITIES BASED ON A C VALUE OF 0.5 FOR SINGLE FAMILY PER CALDWELL STORMWATER MANUAL.
3. UTILITIES AND STORM FACILITIES ARE SHOWN IN A PRELIMINARY LOCATION AND WILL BE ADJUSTED FOR FINAL DESIGN AND CONSTRUCTION DRAWINGS.
4. PRESSURE IRRIGATION PUMP STATION TO BE SERVED BY FOREST CANAL AND GROUNDWATER WELL. THIS SITE CURRENTLY HAS TWO (2) DISTINCT WATER RIGHT BOUNDARIES.

PROFESSIONAL ENGINEER LICENSED
23296
10/7/2024
STATE OF IDAHO
JERRY D. LYLE

BORDER SIZE	22"x34"
DESIGNED	J. LYLE
DRAWN	J. LYLE
CHECKED	J. CARPENTER
APPROVED	J. LYLE

NO.	DESCRIPTION	DATE

REVISIONS

ARDURRA
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NAMPA, IDAHO 83687
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PRELIMINARY PLAT FOR

TUSCAN RIDGE SUBDIVISION

SITE PLAN

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE: October 3, 2024
PROJECT: 230190
SHEET: P2.00

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L:\2021\P001_CAD\SHEETS\PREL-MINI\KEY_PLAT\P2.00 SITE PLAN.DWG, 10/3/2024

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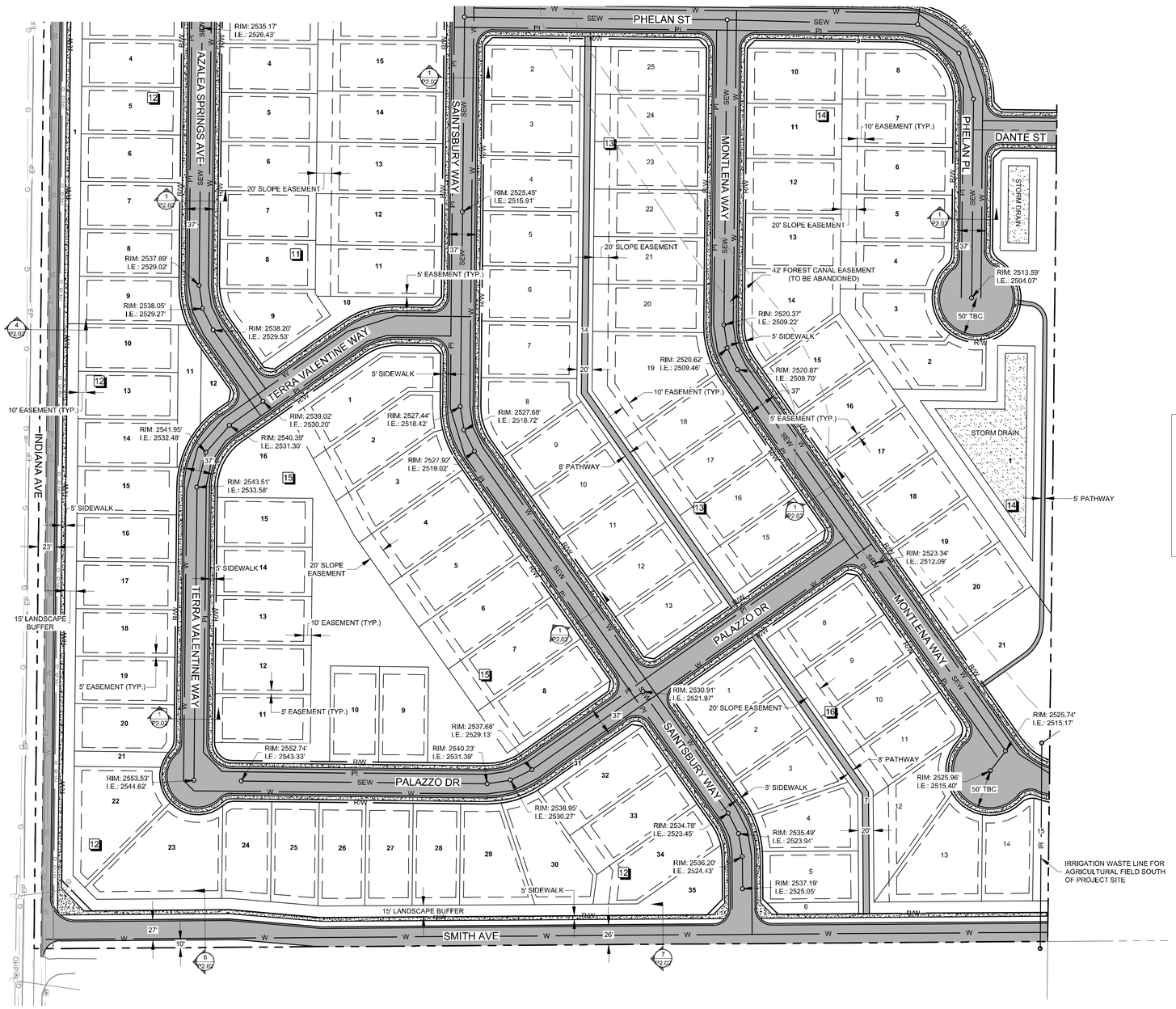

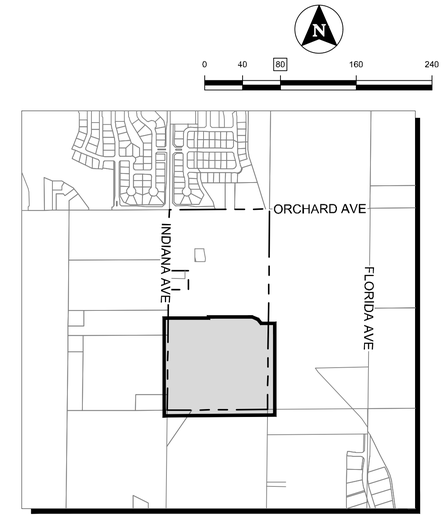

SITE KEY
SCALE: 1" = 1,000'

0 40 80 160 240

NOTES

1. SEE SHEET P2.02 FOR TYPICAL ROAD CROSS SECTIONS.
2. STORM DRAINAGE WILL BE CONVEYED TO RETENTION BASINS AND SEEPAGE BEDS. SIZING OF STORAGE FACILITIES BASED ON A C VALUE OF 0.5 FOR SINGLE FAMILY PER CALDWELL STORMWATER MANUAL.
3. UTILITIES AND STORM FACILITIES ARE SHOWN IN A PRELIMINARY LOCATION AND WILL BE ADJUSTED FOR FINAL DESIGN AND CONSTRUCTION DRAWINGS.
4. LOT 11, BLOCK 12 SHALL CONSIST OF A PRIVATE DRIVEWAY FOR THE BENEFIT OF LOT 10, BLOCK 12; LOT 13, BLOCK 12; AND LOT 14, BLOCK 12.
5. LOT 21, BLOCK 12 SHALL BE USED FOR EMERGENCY ACCESS.

PROFESSIONAL ENGINEER LICENSED
Jerry D. Lyle
23296
10/7/2024
STATE OF IDAHO
JERRY D. LYLE

BORDER SIZE	22"x34"
DESIGNED	J. LYLE
DRAWN	J. LYLE
CHECKED	J. CARPENTER
APPROVED	J. LYLE

REVISIONS

NO.	DESCRIPTION	DATE
.	.	.

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PRELIMINARY PLAT FOR TUSCAN RIDGE SUBDIVISION
SITE PLAN

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE: October 3, 2024
PROJECT: 230190
SHEET: P2.01

L:\230190\03_CAD\SHEETS\PP01_PLAT\P2.01 SITE PLAN.DWG, 10/3/2024

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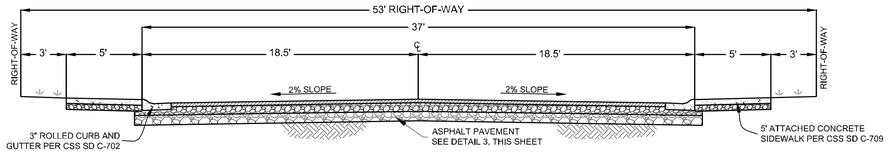
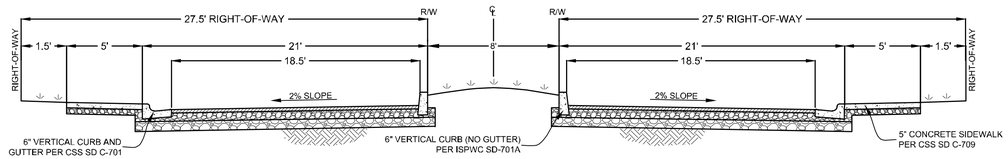
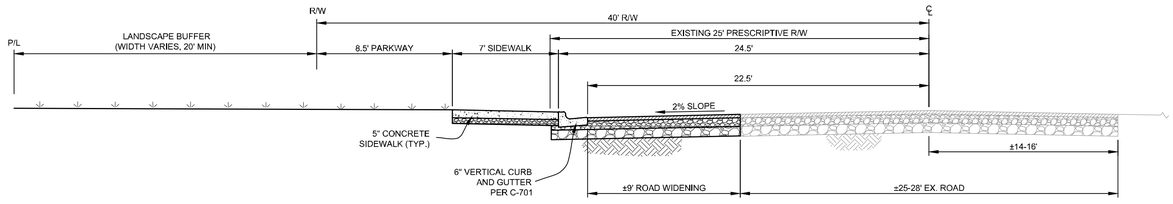


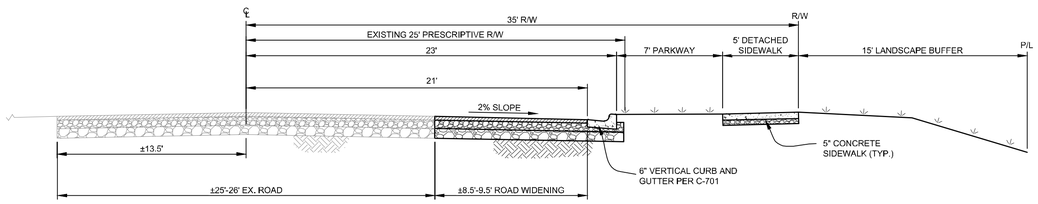
LOCAL STREET SECTION (1)
SCALE: NTS



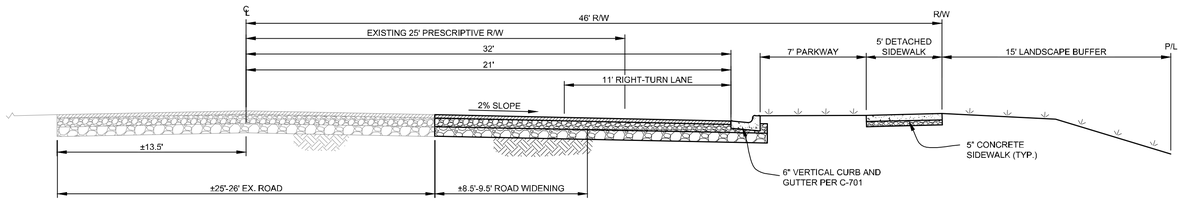
LOCAL STREET W/ MEDIAN SECTION (2)
SCALE: NTS



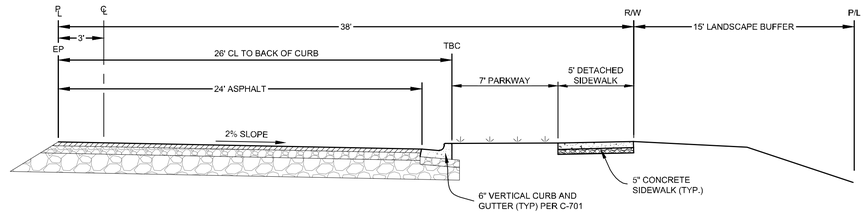
ORCHARD AVE WIDENING (3)
SCALE: NTS



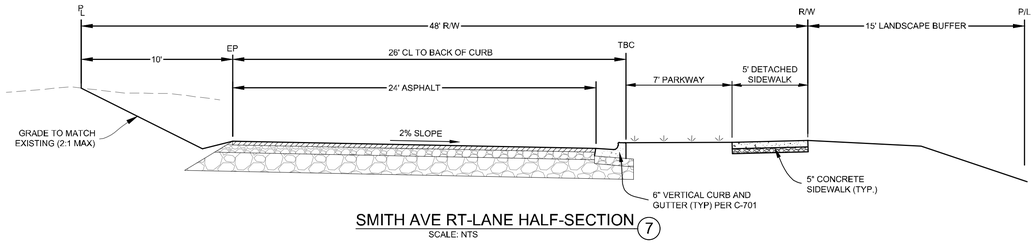
INDIANA AVE WIDENING (4)
SCALE: NTS



INDIANA AVE RT-LANE WIDENING (5)
SCALE: NTS



SMITH AVE HALF-SECTION (6)
SCALE: NTS



SMITH AVE RT-LANE HALF-SECTION (7)
SCALE: NTS

L:\2021\P000_CAD\SHEETS\PREL-MINARY_PLAT\P2.03 SITE PLAN.DWG, 10/3/2024

PROFESSIONAL ENGINEER LICENSED 23296 10/7/2024 STATE OF IDAHO JERRY D. LYLE

BORDER SIZE: 22"X34"		
DESIGNED	J. LYLE	
DRAWN	J. LYLE	
CHECKED	J. CARPENTER	
APPROVED	J. LYLE	

NO.	DESCRIPTION	DATE
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NAMPA, IDAHO 83687
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PRELIMINARY PLAT FOR
TUSCAN RIDGE SUBDIVISION
SITE PLAN DETAILS

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE: October 3, 2024
PROJECT: 230190
SHEET: P2.02

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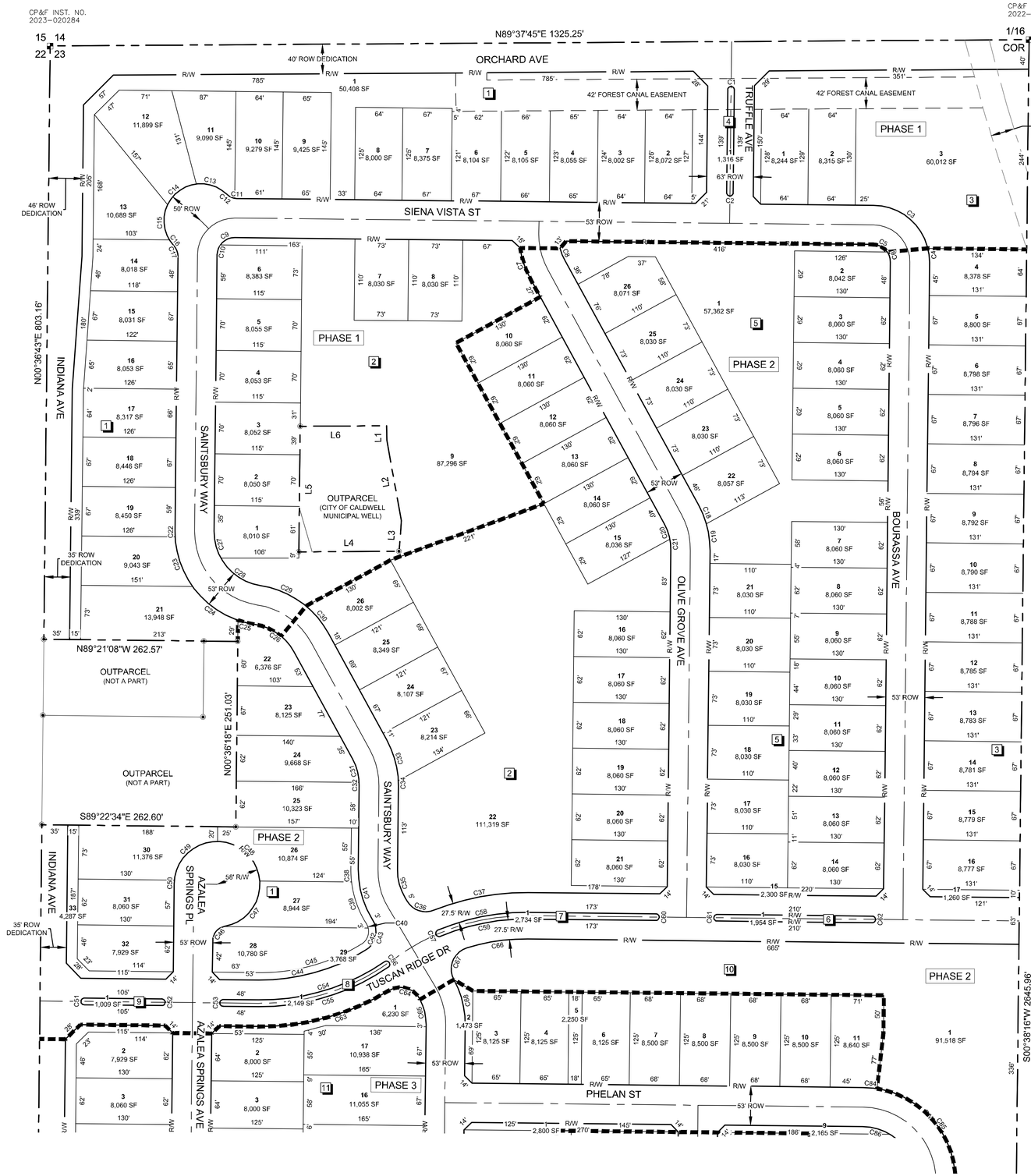
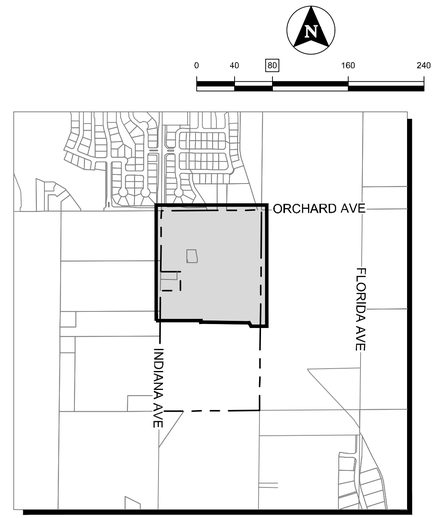


LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°21'30"E	19.75'
L2	S10°18'21"E	110.34'
L3	S04°23'54"W	41.71'
L4	S89°38'31"W	135.60'
L5	N00°37'47"E	170.02'
L6	N89°38'31"E	117.07'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	4.50'	14.14'	180°00'00"	N89°23'17"W	9.00'
C2	4.50'	14.14'	180°00'00"	S89°23'17"E	9.00'
C3	76.50'	101.00'	75°38'32"	N51°34'01"W	93.82'
C4	76.50'	19.17'	14°21'28"	N6°34'01"W	19.12'
C5	23.50'	22.53'	54°56'15"	N61°55'09"W	21.68'
C6	23.50'	14.38'	35°03'45"	N16°55'09"W	14.16'
C7	126.50'	44.89'	20°19'53"	S18°28'59"E	44.65'
C8	73.50'	17.80'	13°52'41"	S21°42'36"E	17.76'
C9	23.50'	22.53'	54°56'15"	S63°08'35"W	21.68'
C10	23.50'	14.38'	35°03'45"	S18°08'35"W	14.16'
C11	20.00'	2.87'	8°13'02"	S85°16'46"E	2.87'
C12	20.00'	12.41'	35°33'54"	S63°23'18"E	12.22'
C13	50.00'	44.94'	51°29'53"	S71°21'17"E	43.44'
C14	50.00'	50.00'	57°17'45"	N54°14'54"E	47.94'
C15	50.00'	49.68'	56°56'03"	N2°52'00"W	47.67'
C16	50.00'	10.33'	11°50'13"	N37°15'08"W	10.31'
C17	20.00'	15.28'	43°46'57"	N21°16'46"W	14.91'
C18	126.50'	27.53'	12°28'01"	S22°24'55"E	27.47'
C19	126.50'	37.08'	16°47'38"	S7°47'06"E	36.95'
C20	73.50'	22.34'	17°25'00"	S19°56'26"E	22.26'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C21	73.50'	15.19'	11°50'38"	S5°18'36"E	15.17'
C22	126.50'	8.09'	3°39'51"	N1°13'13"W	8.09'
C23	126.50'	72.30'	32°44'43"	N19°25'30"W	71.32'
C24	126.50'	77.69'	35°11'24"	N53°23'33"W	76.48'
C25	126.50'	23.09'	10°27'30"	N76°13'00"W	23.06'
C26	73.50'	67.75'	52°49'02"	N55°03'27"W	65.38'
C27	73.50'	37.93'	29°33'51"	N14°10'13"W	37.51'
C28	73.50'	67.33'	52°29'18"	N55°11'47"W	65.00'
C29	126.50'	68.74'	31°08'00"	N65°53'38"W	67.89'
C30	126.50'	47.86'	21°40'42"	N39°29'17"W	47.58'
C31	73.50'	33.09'	25°47'37"	N15°45'07"W	32.81'
C32	73.50'	4.45'	3°28'02"	N1°07'18"W	4.45'
C33	126.50'	57.06'	25°50'43"	N15°43'34"W	56.58'
C34	126.50'	7.54'	3°24'56"	N1°05'45"W	7.54'
C35	73.50'	40.41'	31°30'12"	N15°08'23"W	39.91'
C36	30.00'	42.42'	81°00'29"	N71°23'44"W	38.97'
C37	331.50'	130.25'	22°30'42"	S79°21'22"W	129.41'
C38	136.50'	17.56'	7°22'12"	N3°04'23"W	17.55'
C39	136.50'	57.49'	24°08'00"	N18°49'29"W	57.07'
C40	20.00'	6.01'	17°12'20"	N22°17'19"W	5.96'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C41	126.50'	69.55'	31°30'12"	N15°08'23"W	68.68'
C42	20.00'	25.11'	71°55'40"	N22°16'41"E	23.49'
C43	30.00'	46.67'	89°08'00"	N13°40'31"E	42.10'
C44	268.50'	151.69'	32°22'12"	N74°25'37"E	149.68'
C45	258.50'	146.04'	32°22'12"	N74°25'37"E	144.11'
C46	20.00'	27.11'	77°40'25"	S39°26'56"W	25.08'
C47	58.00'	84.88'	83°51'10"	S37°35'53"W	77.51'
C48	58.00'	86.11'	85°03'35"	S46°51'30"E	78.41'
C49	58.00'	86.11'	85°03'35"	N48°04'55"E	78.41'
C50	58.00'	5.00'	4°56'25"	N3°04'55"E	5.00'
C51	4.50'	14.14'	180°00'00"	S0°36'43"W	9.00'
C52	4.50'	14.14'	180°00'00"	N0°36'43"E	9.00'
C53	4.50'	14.14'	180°00'00"	S0°36'43"W	9.00'
C54	295.50'	180.89'	35°04'23"	S73°04'31"W	178.08'
C55	304.50'	186.40'	35°04'23"	N73°04'31"E	183.50'
C56	4.50'	14.14'	180°00'00"	N34°27'40"W	9.00'
C57	4.50'	14.14'	180°00'00"	S22°57'40"E	9.00'
C58	304.50'	125.28'	23°34'23"	S78°49'32"W	124.40'
C59	295.50'	121.58'	23°34'23"	N78°49'32"E	120.72'
C60	4.50'	14.14'	180°00'00"	N0°36'43"E	9.00'



PROFESSIONAL ENGINEER LICENSED Jerry D. Lyle 23296 10/7/2024 STATE OF IDAHO JERRY D. LYLE

REVISIONS		
NO.	DESCRIPTION	DATE
.	.	.

BORDER SIZE 22"x34"
DESIGNED J. LYLE
DRAWN J. LYLE
CHECKED J. CARPENTER
APPROVED J. LYLE

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PRELIMINARY PLAT FOR TUSCAN RIDGE SUBDIVISION LOT DIMENSIONS

ATTENTION: 0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE: October 3, 2024
PROJECT: 230190
SHEET: P3.00

L:\2019\063_CAD\SHEETS\PIEL-MINIATY_PLAT\P1.00 LOT DIMENSIONS.DWG, 10/7/2024

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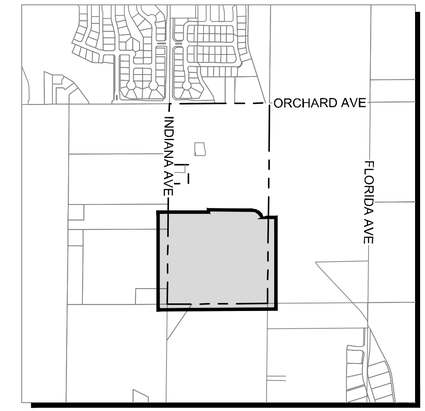

SITE KEY
SCALE: 1" = 1,000'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C61	4.50'	14.14'	180°00'00"	S0°36'43"W	9.00'
C62	4.50'	14.14'	180°00'00"	N0°36'43"E	9.00'
C63	331.51'	185.49'	32°03'35"	S74°34'55"W	183.08'
C64	30.00'	49.39'	94°19'38"	N74°17'04"W	44.00'
C65	73.50'	35.58'	27°43'58"	N13°15'16"W	35.23'
C66	268.50'	83.58'	17°50'04"	N81°41'41"E	83.24'
C67	30.00'	53.01'	101°14'48"	N22°09'15"E	46.36'
C68	126.50'	64.21'	29°04'52"	N13°55'43"W	63.52'
C69	73.50'	3.87'	3°01'03"	S0°53'49"E	3.87'
C70	73.50'	41.93'	32°40'57"	S18°44'49"E	41.36'
C71	126.50'	25.38'	11°29'36"	N29°20'30"W	25.33'
C72	126.50'	30.94'	14°00'56"	N47°54'14"E	30.87'
C73	126.50'	63.03'	28°32'56"	N26°37'18"E	62.38'
C74	73.50'	69.66'	54°18'00"	S27°45'43"W	67.08'
C75	126.50'	78.82'	35°42'00"	N72°45'43"E	77.55'
C76	73.50'	45.80'	35°42'00"	S72°45'43"W	45.06'
C77	126.50'	30.84'	13°57'58"	N6°22'17"W	30.76'
C78	126.50'	47.98'	21°44'02"	N24°13'17"W	47.70'
C79	73.50'	45.80'	35°42'00"	S17°14'17"E	45.06'
C80	126.50'	10.32'	4°40'33"	N1°43'33"W	10.32'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C81	126.50'	56.82'	25°44'12"	N16°55'56"W	56.35'
C82	126.50'	11.67'	5°17'16"	N32°26'39"W	11.67'
C83	73.50'	45.80'	35°42'00"	N17°14'17"W	45.06'
C84	126.50'	18.97'	8°35'36"	N85°05'29"W	18.95'
C85	126.50'	179.73'	81°24'24"	N40°05'29"W	164.99'
C86	73.50'	38.79'	30°14'15"	S74°16'10"E	38.34'
C87	73.50'	76.66'	59°45'45"	S29°16'10"E	73.24'
C88	20.00'	16.47'	47°11'47"	S24°12'36"W	16.01'
C89	58.00'	37.56'	37°06'20"	S29°15'20"W	36.91'
C90	58.00'	64.73'	63°56'53"	S21°16'17"E	61.43'
C91	58.00'	50.00'	49°23'34"	S77°56'31"E	48.47'
C92	58.00'	137.57'	135°53'52"	N9°24'46"E	107.51'
C93	20.00'	20.65'	59°08'53"	N28°57'44"W	19.74'
C94	20.00'	17.87'	51°10'53"	S9°29'51"E	17.28'
C95	20.00'	9.68'	27°43'52"	S29°57'32"W	9.59'
C96	58.00'	75.22'	74°18'19"	S6°40'18"W	70.06'
C97	58.00'	50.00'	49°23'34"	S55°10'39"E	48.47'
C98	58.00'	55.67'	54°59'40"	N72°37'44"E	53.56'
C99	20.00'	17.69'	50°40'07"	N70°27'58"E	17.12'
C100	20.00'	4.51'	12°55'54"	S77°44'02"E	4.50'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C101	126.50'	16.11'	7°17'45"	S74°54'57"E	16.10'
C102	73.50'	45.49'	35°27'45"	N52°49'10"W	44.77'
C103	126.50'	6.39'	2°53'36"	N1°51'34"W	6.39'
C104	126.50'	50.00'	22°38'48"	N14°37'46"W	49.68'
C105	126.50'	20.17'	9°08'07"	N30°31'14"W	20.15'
C106	73.50'	15.02'	11°42'41"	N6°16'07"W	15.00'
C107	73.50'	29.46'	22°57'50"	N23°36'22"W	29.26'
C108	126.50'	9.14'	4°08'21"	S56°58'53"W	9.14'
C109	126.50'	51.25'	23°12'38"	S70°39'23"W	50.90'
C110	126.50'	18.44'	8°21'01"	S86°26'12"W	18.42'
C111	73.50'	45.80'	35°42'00"	N72°45'43"E	45.06'
C112	20.00'	14.76'	42°17'54"	S69°27'46"W	14.43'
C113	50.00'	1.43'	1°38'30"	S49°08'04"W	1.43'
C114	50.00'	75.57'	86°35'59"	N86°44'42"W	68.58'
C115	50.00'	50.00'	57°17'45"	N14°47'50"W	47.94'
C116	50.00'	22.46'	25°44'18"	N26°43'12"E	22.27'
C117	50.00'	2.90'	3°19'16"	N41°14'59"E	2.90'
C118	20.00'	14.76'	42°17'54"	N21°45'40"E	14.43'
C119	23.50'	36.91'	90°00'00"	S44°23'17"E	33.23'

PROFESSIONAL ENGINEER
LICENSED
JERRY D. LYLE
23296
10/7/2024
STATE OF IDAHO
JERRY D. LYLE

BORDER SIZE	22"x34"
DESIGNED	J. LYLE
DRAWN	J. LYLE
CHECKED	J. CARPENTER
APPROVED	J. LYLE

NO.	DESCRIPTION	DATE

REVISIONS

ARDURRA
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332 N. BROADMORE WAY
NAMPA, IDAHO 83687
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PRELIMINARY PLAT FOR

TUSCAN RIDGE SUBDIVISION

LOT DIMENSIONS

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE: October 3, 2024
PROJECT: 230190
SHEET: P3.01

L:\2019\063_CAD\SHEETS\PIEL,MINARY_PLAT\P3.01 LOT DIMENSIONS.DWG, 10/3/2024

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LEGEND

	SUBDIVISION BOUNDARY		EXISTING POWER POLE
	SECTION LINE		EXISTING GUY WIRE
	CANAL CENTERLINE		EXISTING POWER BOX
P, R/W	PRESCRIPTIVE RIGHT-OF-WAY		EXISTING TELEPHONE LINE RISER
EP	EXISTING EDGE OF PAVEMENT		EXISTING FIRE HYDRANT
EG	EXISTING EDGE OF GRAVEL	WV	EXISTING WATER VALVE
OHP	EXISTING OVERHEAD POWER	W	EXISTING WATER WELL
PI	EXISTING WELL FLUSHING LINE		EXISTING IRRIGATION BOX
W	EXISTING WATER LINE		EXISTING IRRIGATION RISER
G	EXISTING GAS MAIN	SD	EXISTING WASTE MANHOLE FOR WELL FLUSHING
TOP	TOP OF BANK	S	EXISTING SEWER MANHOLE
TOE	TOE OF BANK		WATERWAY FLOW DRECTION
X X X	EXISTING FENCE		EXISTING FLOW DIRECTION
	EXISTING ROAD SIGN	2580	EXISTING MAJOR CONTOUR
M	EXISTING MAILBOX	2582	EXISTING MINOR CONTOUR

0 50 100 200 300



PROFESSIONAL ENGINEER LICENSED 23296 10/7/2024 STATE OF IDAHO JERRY D. LYLE

BORDER SIZE	22"x34"
DESIGNED	J. LYLE
DRAWN	J. LYLE
CHECKED	J. CARPENTER
APPROVED	J. LYLE

REVISIONS

NO.	DESCRIPTION	DATE
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MERIDIAN, IDAHO 83642
208-323-2288 | WWW.ARDURRA.COM

PRELIMINARY PLAT FOR TUSCAN RIDGE SUBDIVISION EXISTING CONDITIONS

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE: August 22, 2023
PROJECT: 230190
SHEET: P4.00

L:\230190\03_CAD\SHEETS\PRELIMINARY_PLAT\P4.00 EXISTING CONDITIONS.DWG, 5/30/2024

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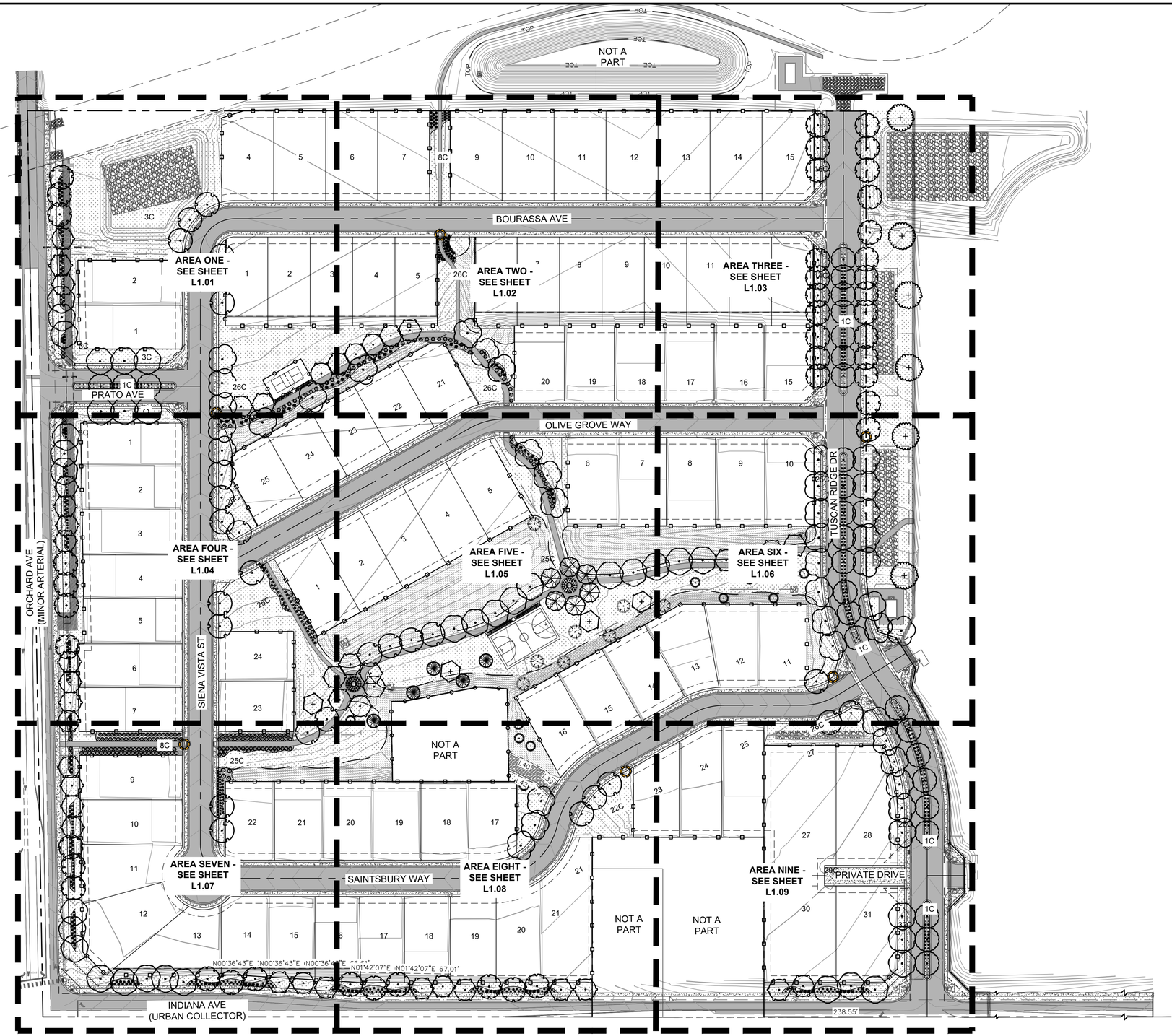
Y:\NAM\250065\03_CAD\SHEETS\CONSTRUCTION_DRAWINGS\LANDSCAPE\250065-L-01-LSCP.DWG, 3/24/2026



OVERALL LANDSCAPE PLAN

0 40 80 160 240

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 decisions, development agreements, or specifications. Inconsistencies not isolated by City staff shall not be construed as approved unless specifically addressed as a variance and granted by City Council as a variance. The City retains the right to enforce provisions of said document 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**

STATE OF IDAHO
JAIME SNYDER
LICENSED LANDSCAPE ARCHITECT
LA-16647
03/24/26

BORDER SIZE 22"x34"
DESIGNED A. TAYLOR
DRAWN A. TAYLOR
CHECKED J. SNYDER
APPROVED J. SNYDER

REVISIONS

NO.	DESCRIPTION	DATE
1	CITY OF CALDWELL COMMENTS	01/15/2026
2	CITY OF CALDWELL COMMENTS	03/24/2026

ARDURRA
2471 S. TITANIUM PLACE
MERIDIAN, IDAHO 83642
208-323-2288 | WWW.ARDURRA.COM

LANDSCAPE CONSTRUCTION DOCUMENTS FOR:

TUSCAN RIDGE SUBDIVISION NO 1

OVERALL LANDSCAPE PLAN

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE: March 24, 2026
PROJECT: 250065
SHEET: L1.00

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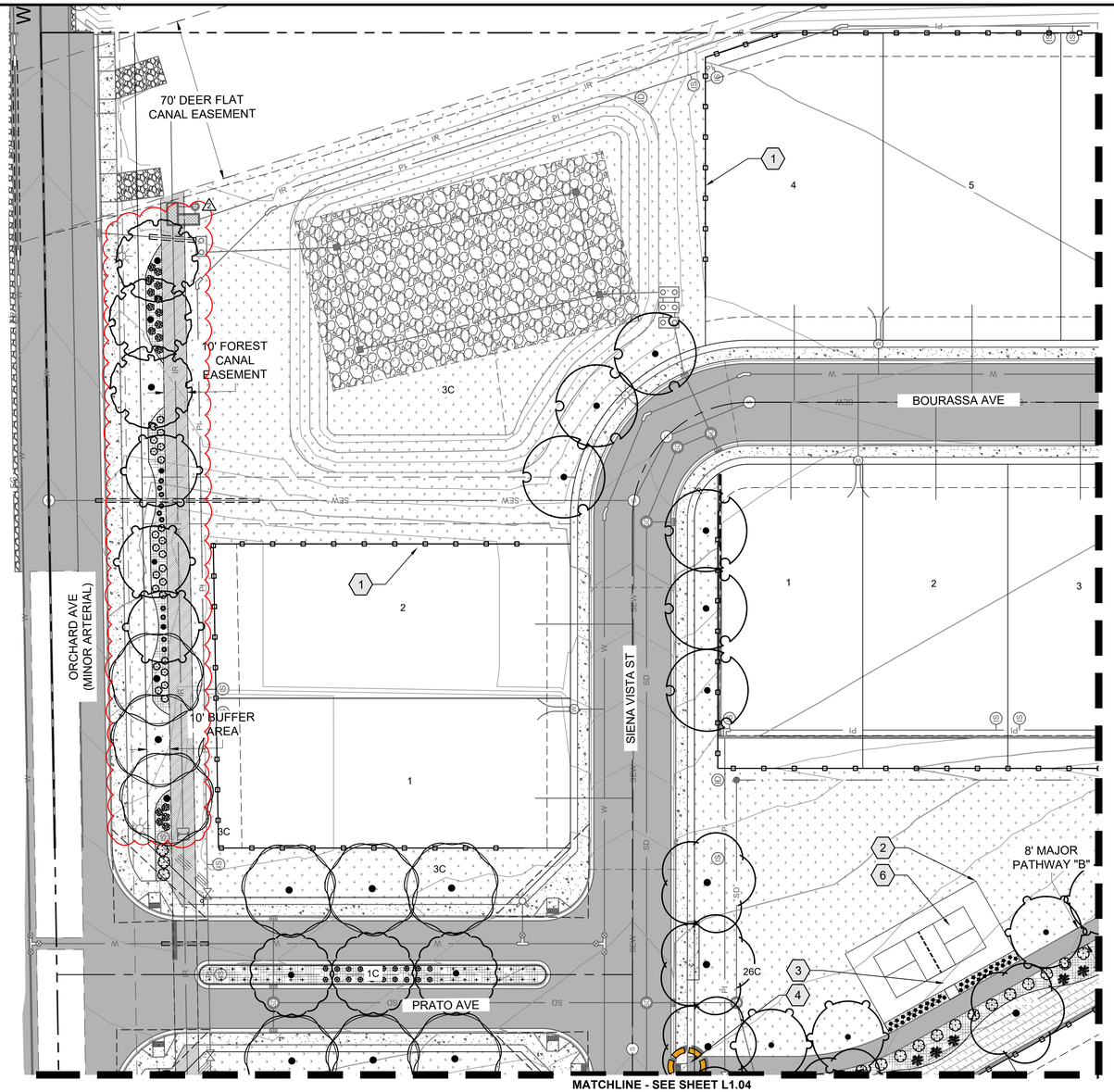
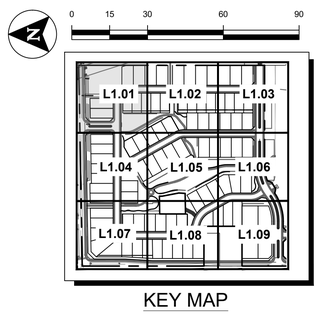


LANDSCAPE PLAN - AREA ONE



KEY MAP

KEYNOTE SCHEDULE	
CODE	DESCRIPTION
1	6' VINYL FENCING, COLOR TO BE DETERMINED BY OWNER. SEE DETAIL #7, SHEET L2.00
2	4' VINYL COATED SPORTS COURT FENCING, BLACK. SEE DETAIL # 8, SHEET L2.00
3	MAN GATE, SEE DETAIL #9, SHEET L2.00
4	PROPOSED LOCATION OF SCHOOL BUS STOP WITHIN COMMON LOT
5	94' X 60' BASKETBALL COURT, SEE DETAIL #12, SHEET L2.01
6	60' X 30' PICKLEBALL COURT, SEE DETAIL #9, SHEET L2.00
7	EDGE OF MAINTAINED LAWN AREA. ALL RTF SEED BEYOND TO BE MOWN TWICE PER SEASON.
8	LANDSCAPE IMPROVEMENTS BEYOND PHASE LINE TO BE COMPLETED DURING FUTURE PHASE CONSTRUCTION.
9	FENCING AND ACCESS GATE MATERIAL AND HEIGHT TO BE COORDINATED WITH CITY OF CALDWELL
10	ACCESS ROAD, SEE CIVIL SET

PLANT SCHEDULE PHASE 1		
SYMBOL	COMMON NAME	BOTANICAL NAME
CLASS I TREES		
	EASTERN REDBUD	CERCIS CANADENSIS
CLASS II TREES		
	YELLOW BUCKEYE	AESCULUS FLAVA
	KATSURA TREE	CERCIDIPHYLLUM JAPONICUM
	AMERICAN YELLOWWOOD	CLADRASTIS KENTUKEA
	AUTUMN GOLD MAIDENHAIR TREE	GINKGO BILOBA 'AUTUMN GOLD' TM
	GREENSPIRE LITTLELEAF LINDEN	TILIA CORDATA 'GREENSPIRE'
	JAPANESE ZELKOVA	ZELKOVA SERRATA
CLASS III TREES		
	EXCLAMATION! LONDON PLANE TREE	PLATANUS X ACERIFOLIA 'MORTON CIRCLE' TM
	HERITAGE OAK	QUERCUS X MACDANIELLI 'CLEMONS' TM
EVERGREEN TREES		
	WHITE FIR	ABIES CONCOLOR
	BLUE ATLAS CEDAR	CEDRUS ATLANTICA 'GLAUCA'
	COLUMNAR COLORADO SPRUCE	PICEA PUNGENS 'HOOPSII'
DECIDUOUS SHRUBS		
	REGENT SERVICEBERRY	AMELANCHIER ALNIFOLIA 'REGENT'
	LOW SCAPE SNOWFIRE BLACK CHOKEBERRY	ARONIA MELANOCARPA 'SMNAMPEM' TM
	BLUE MIST BLUEBEARD	CARYOPTERIS X CLANDONENSIS 'BLUE MIST'
	KELSEY'S DWARF RED TWIG DOGWOOD	CORNUS SERICEA 'KELSEYI'
	LITTLE SPIRE RUSSIAN SAGE	PEROVSKIA ATRIPLICIFOLIA 'LITTLE SPIRE'
	LITTLE DEVIL DWARF NINEBARK	PHYSOCARPUS OPULIFOLIUS 'DONNA MAY' TM
	PAWNEE BUTTES WESTERN SAND CHERRY	PRUNUS BESSEYII 'PAWNEE BUTTES'
	LACETTE FRAGRANT SUMAC	RHUS AROMATICA LACETTE
EVERGREEN SHRUBS		
	TEXAS RED YUCCA	HESPERALOE PARVIFLORA
	SLOWMOUND MUGO PINE	PINUS MUGO 'SLOWMOUND'
ORNAMENTAL GRASSES		
	BLUE OAT GRASS	HELICTOTRICHON SEMPERVIRENS
	LITTLE BUNNY FOUNTAIN GRASS	PENNISETUM ALOPECUROIDES 'LITTLE BUNNY'
	BLUE HEAVEN LITTLE BLUESTEM	SCHIZACHYRIUM SCOPARIUM 'BLUE HEAVEN'
SYMBOL	COMMON NAME	BOTANICAL NAME
LANDSCAPE MATERIALS		
	LOW MAINTENANCE LAWN AREA	LOW MAINTENANCE SEED BLEND MIXED WITH DROUGHT TOLERANT, LOW MAINTENANCE FESCUE BLEND MIXES PER GROWING CONDITIONS
	FOREST CANAL EASEMENT AREA GROUNDCOVER	LARGE BLACK BARK MULCH
	SHRUB PLANTING AREAS	MEDIUM CHIP TREE MULCH

City of Caldwell
APPROVED FOR CONSTRUCTION

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Name: **Martin Gergen**

STATE OF IDAHO — JAIME SNYDER — LICENSED LANDSCAPE ARCHITECT — LA-16647 — 03/24/26

REVISIONS		
NO.	DESCRIPTION	DATE
1	CITY OF CALDWELL COMMENTS	01/15/2026
2	CITY OF CALDWELL COMMENTS	03/24/2026

BORDER SIZE 22"x34"
DESIGNED A. TAYLOR
DRAWN A. TAYLOR
CHECKED J. SNYDER
APPROVED J. SNYDER

ARDURRA
2471 S. TITANIUM PLACE
MERIDIAN, IDAHO 83642
208-323-2288 | WWW.ARDURRA.COM

LANDSCAPE CONSTRUCTION DOCUMENTS FOR:
TUSCAN RIDGE SUBDIVISION NO 1
LANDSCAPE PLAN - AREA ONE

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE: March 24, 2026
PROJECT: 250065
SHEET: L1.01

Y:\NAM\250065\03_CAD\SHEETS\CONSTRUCTION_DRAWINGS\LANDSCAPE\250065-L-01-LSCP.DWG, 3/24/2026

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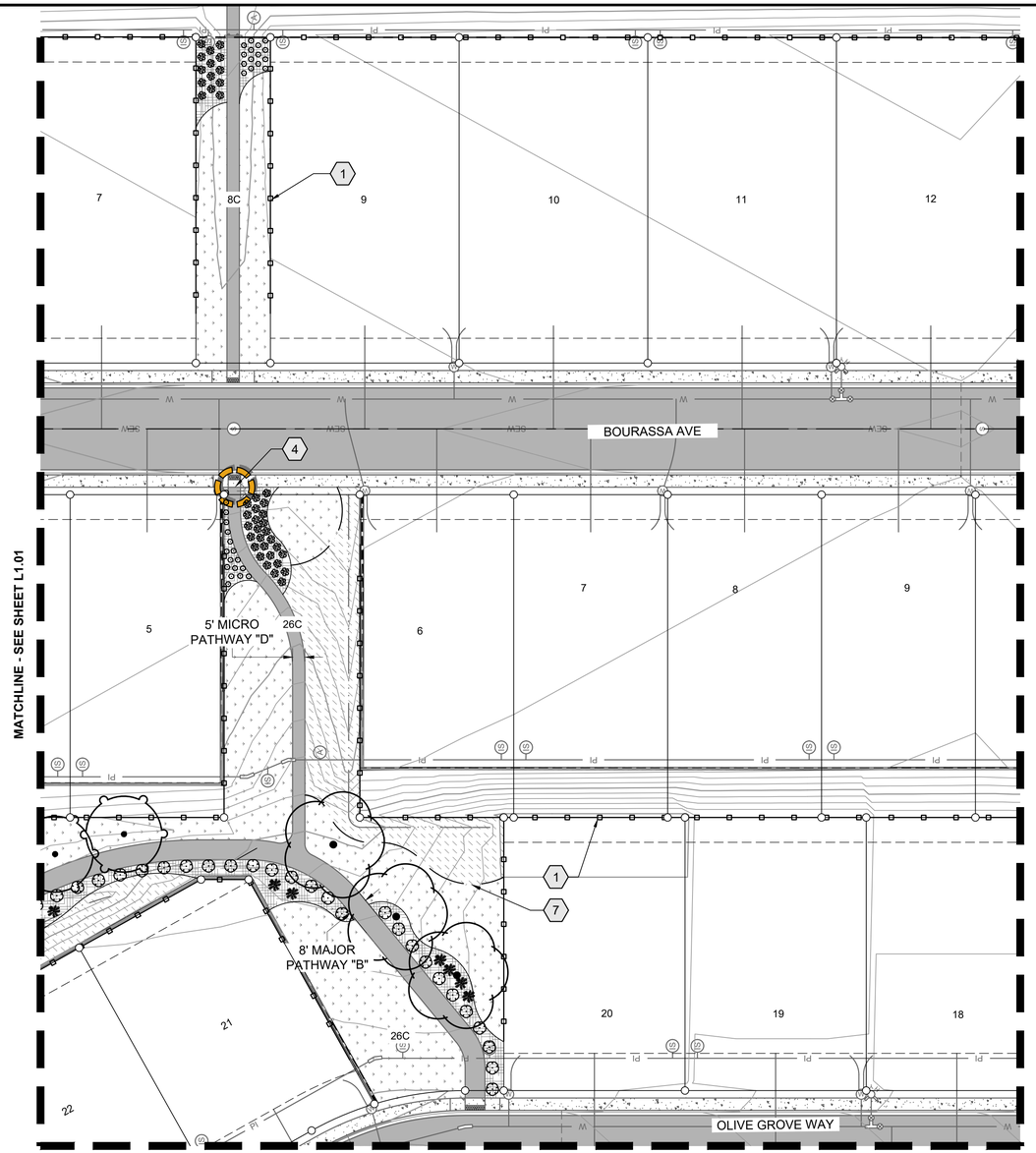
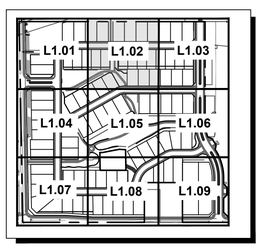


MATCHLINE - SEE SHEET L1.05

LANDSCAPE PLAN - AREA TWO

0 15 30 60 90



KEY MAP

KEYNOTE SCHEDULE	
CODE	DESCRIPTION
1	6' VINYL FENCING, COLOR TO BE DETERMINED BY OWNER. SEE DETAIL #7, SHEET L2.00
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PLANT SCHEDULE PHASE 1		
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CLASS II TREES		
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	KATSURA TREE	CERCIDIPHYLLUM JAPONICUM
	AMERICAN YELLOWWOOD	CLADRASTIS KENTUKEA
	AUTUMN GOLD MAIDENHAIR TREE	GINKGO BILOBA 'AUTUMN GOLD' TM
	GREENSPIRE LITTLELEAF LINDEN	TILIA CORDATA 'GREENSPIRE'
	JAPANESE ZELKOVA	ZELKOVA SERRATA
CLASS III TREES		
	EXCLAMATION! LONDON PLANE TREE	PLATANUS X ACERIFOLIA 'MORTON CIRCLE' TM
	HERITAGE OAK	QUERCUS X MACDANIELLI 'CLEMONS' TM
EVERGREEN TREES		
	WHITE FIR	ABIES CONCOLOR
	BLUE ATLAS CEDAR	CEDRUS ATLANTICA 'GLAUCA'
	COLUMNAR COLORADO SPRUCE	PICEA PUNGENS 'HOOPSII'
DECIDUOUS SHRUBS		
	REGENT SERVICEBERRY	AMELANCHIER ALNIFOLIA 'REGENT'
	LOW SCAPE SNOWFIRE BLACK CHOKEBERRY	ARONIA MELANOCARPA 'SMNAMPEM' TM
	BLUE MIST BLUEBEARD	CARYOPTERIS X CLANDONENSIS 'BLUE MIST'
	KELSEY'S DWARF RED TWIG DOGWOOD	CORNUS SERICEA 'KELSEYI'
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	LITTLE DEVIL DWARF NINEBARK	PHYSOCARPUS OPULIFOLIUS 'DONNA MAY' TM
	PAWNEE BUTTES WESTERN SAND CHERRY	PRUNUS BESSEYII 'PAWNEE BUTTES'
	LACETTE FRAGRANT SUMAC	RHUS AROMATICA LACETTE
EVERGREEN SHRUBS		
	TEXAS RED YUCCA	HESPERALOE PARVIFLORA
	SLOWMOUND MUGO PINE	PINUS MUGO 'SLOWMOUND'
ORNAMENTAL GRASSES		
	BLUE OAT GRASS	HELICTOTRICHON SEMPERVIRENS
	LITTLE BUNNY FOUNTAIN GRASS	PENNISETUM ALOPECUROIDES 'LITTLE BUNNY'
	BLUE HEAVEN LITTLE BLUESTEM	SCHIZACHYRIUM SCOPARIUM 'BLUE HEAVEN'
SYMBOL	COMMON NAME	BOTANICAL NAME
LANDSCAPE MATERIALS		
	LOW MAINTENANCE LAWN AREA	LOW MAINTENANCE FESCUE BLEND, DROUGHT TOLERANT, LOW MAINTENANCE FESCUE BLEND, MOW 2-3 TIMES PER GROWING SEASON
	FOREST CANAL EASEMENT AREA GROUNDCOVER	LARGE BLADE GRASS MIX
	SHRUB PLANTING AREAS	MEDIUM CHIP TREE MULCH

City of Caldwell
APPROVED FOR CONSTRUCTION

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Name: **Martin Gergen**

STATE OF IDAHO — JAIME SNYDER — A-16647 — 03/24/26 — LICENSED LANDSCAPE ARCHITECT

BORDER SIZE	22"x34"
DESIGNED	A. TAYLOR
DRAWN	A. TAYLOR
CHECKED	J. SNYDER
APPROVED	J. SNYDER

REVISIONS		
NO.	DESCRIPTION	DATE
1	CITY OF CALDWELL COMMENTS	01/15/2026
2	CITY OF CALDWELL COMMENTS	03/24/2026

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MERIDIAN, IDAHO 83642
208-323-2288 | WWW.ARDURRA.COM

LANDSCAPE CONSTRUCTION DOCUMENTS FOR:

TUSCAN RIDGE SUBDIVISION NO 1

LANDSCAPE PLAN - AREA TWO

ATTENTION:
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IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE: March 24, 2026
PROJECT: 250065
SHEET: L1.02

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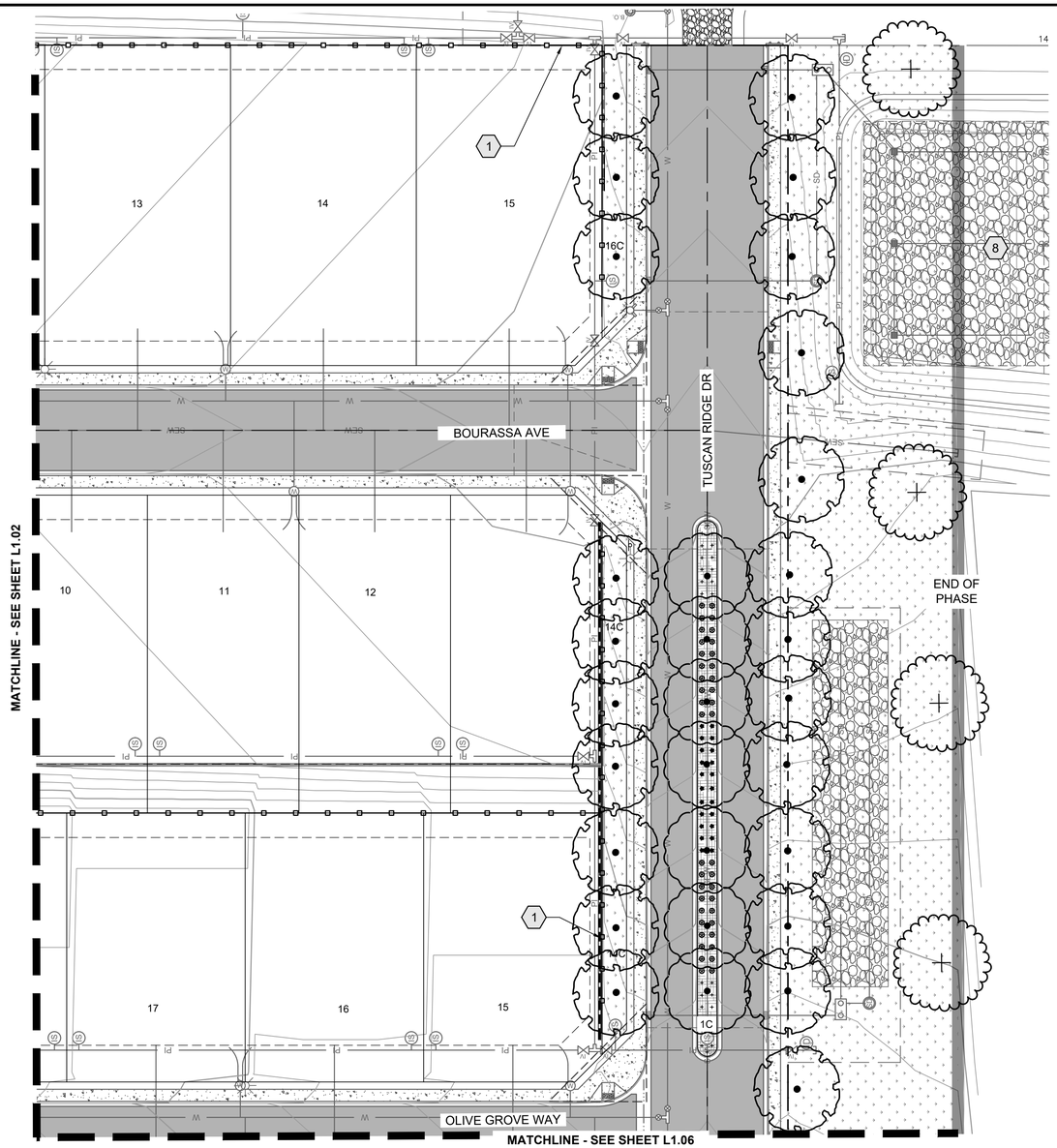
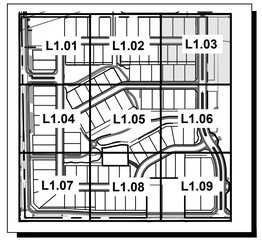


LANDSCAPE PLAN - AREA THREE

0 15 30 60 90



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PLANT SCHEDULE PHASE 1		
SYMBOL	COMMON NAME	BOTANICAL NAME
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CLASS II TREES		
	YELLOW BUCKEYE	AESCULUS FLAVA
	KATSURA TREE	CERCIDIPHYLLUM JAPONICUM
	AMERICAN YELLOWWOOD	CLADRASTIS KENTUKEA
	AUTUMN GOLD MAIDENHAIR TREE	GINKGO BILOBA 'AUTUMN GOLD' TM
	GREENSPIRE LITTLELEAF LINDEN	TILIA CORDATA 'GREENSPIRE'
	JAPANESE ZELKOVA	ZELKOVA SERRATA
CLASS III TREES		
	EXCLAMATION!® LONDON PLANE TREE	PLATANUS X ACERIFOLIA 'MORTON CIRCLE' TM
	HERITAGE OAK	QUERCUS X MACDANIELLI 'CLEMONS' TM
EVERGREEN TREES		
	WHITE FIR	ABIES CONCOLOR
	BLUE ATLAS CEDAR	CEDRUS ATLANTICA 'GLAUCA'
	COLUMNAR COLORADO SPRUCE	PICEA PUNGENS 'HOOPSII'
DECIDUOUS SHRUBS		
	REGENT SERVICEBERRY	AMELANCHIER ALNIFOLIA 'REGENT'
	LOW SCAPE SNOWFIRE BLACK CHOKEBERRY	ARONIA MELANOCARPA 'SMNAMPEM' TM
	BLUE MIST BLUEBEARD	CARYOPTERIS X CLANDONENSIS 'BLUE MIST'
	KELSEY'S DWARF RED TWIG DOGWOOD	CORNUS SERICEA 'KELSEYI'
	LITTLE SPIRE RUSSIAN SAGE	PEROVSKIA ATRIPLICIFOLIA 'LITTLE SPIRE'
	LITTLE DEVIL DWARF NINEBARK	PHYSOCARPUS OPULIFOLIUS 'DONNA MAY' TM
	PAWNEE BUTTES WESTERN SAND CHERRY	PRUNUS BESSEYII 'PAWNEE BUTTES'
	LACETTE FRAGRANT SUMAC	RHUS AROMATICA LACETTE
EVERGREEN SHRUBS		
	TEXAS RED YUCCA	HESPERALOE PARVIFLORA
	SLOWMOUND MUGO PINE	PINUS MUGO 'SLOWMOUND'
ORNAMENTAL GRASSES		
	BLUE OAT GRASS	HELICTOTRICHON SEMPERVIRENS
	LITTLE BUNNY FOUNTAIN GRASS	PENNISETUM ALOPECUROIDES 'LITTLE BUNNY'
	BLUE HEAVEN LITTLE BLUESTEM	SCHIZACHYRIUM SCOPARIUM 'BLUE HEAVEN'
SYMBOL	COMMON NAME	BOTANICAL NAME
LANDSCAPE MATERIALS		
	LOW MAINTENANCE LAWN AREA	LOW MAINTENANCE RTF SEED MIX. DROUGHT TOLERANT, LOW MAINTENANCE BLUE GRASS MIX. MOW 2-3 TIMES PER GROWING SEASON
	FOREST CANAL EASEMENT AREA GROUNDCOVER	LARGE BLACK TRAP ROCK 3" MINUS
	SHRUB PLANTING AREAS	MEDIUM CHIP TREE MULCH

City of Caldwell
APPROVED FOR CONSTRUCTION

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Name: **Martin Gergen**

LICENSED LANDSCAPE ARCHITECT
STATE OF IDAHO
JAIME SNYDER
A-16647
03/24/26

BORDER SIZE	22"x34"
DESIGNED	A. TAYLOR
DRAWN	A. TAYLOR
CHECKED	J. SNYDER
APPROVED	J. SNYDER

REVISIONS

NO.	DESCRIPTION	DATE
1	CITY OF CALDWELL COMMENTS	01/15/2026
2	CITY OF CALDWELL COMMENTS	03/24/2026

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MERIDIAN, IDAHO 83642
208-323-2288 | WWW.ARDURRA.COM

LANDSCAPE CONSTRUCTION DOCUMENTS FOR:

TUSCAN RIDGE SUBDIVISION NO 1

LANDSCAPE PLAN - AREA THREE

ATTENTION:
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DATE: March 24, 2026
PROJECT: 250065
SHEET: L1.03

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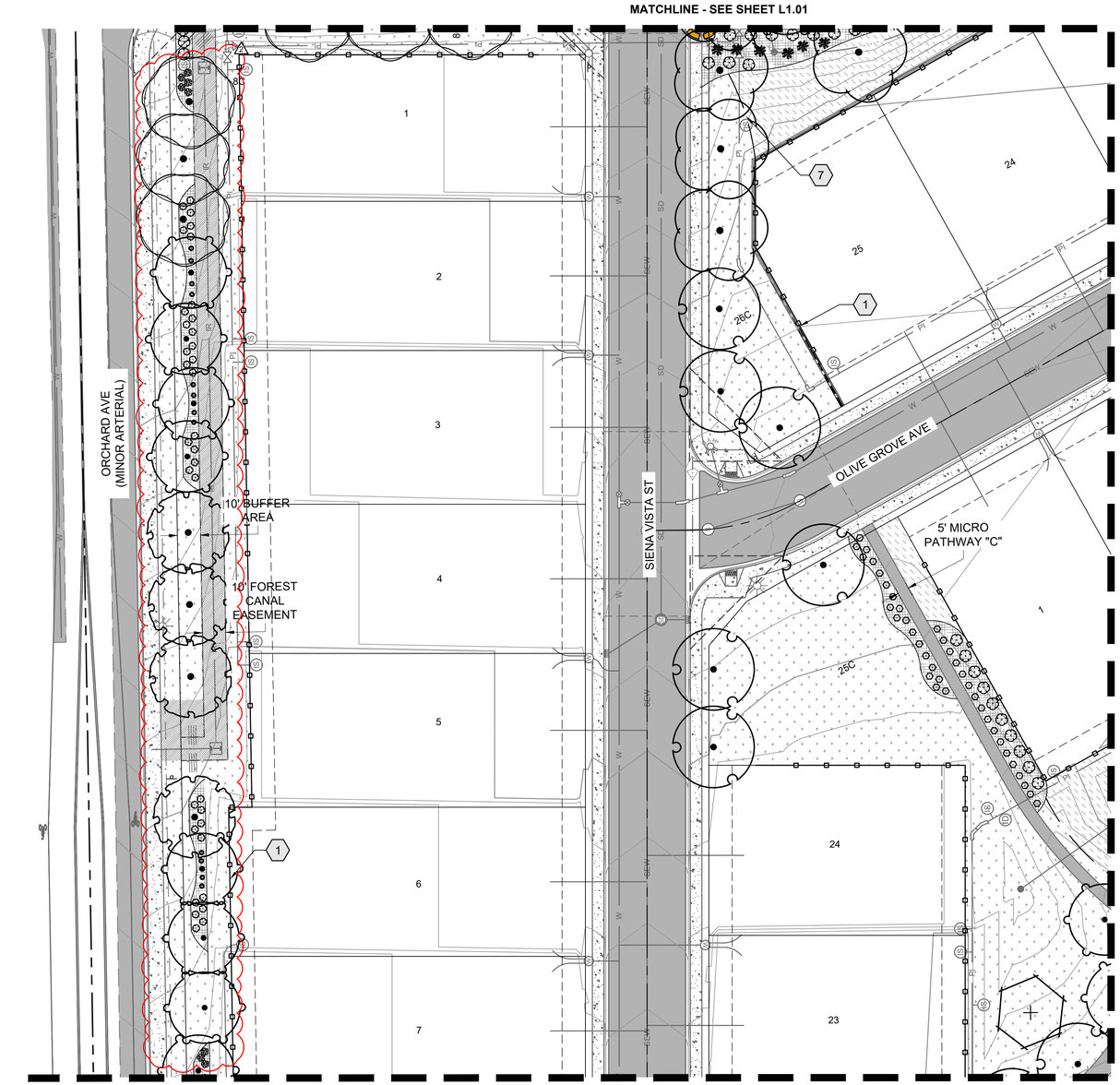
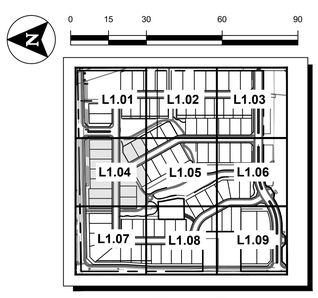


LANDSCAPE PLAN - AREA FOUR



KEY MAP

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EVERGREEN SHRUBS		
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	SLOWMOUND MUGO PINE	PINUS MUGO 'SLOWMOUND'
ORNAMENTAL GRASSES		
	BLUE OAT GRASS	HELICTOTRICHON SEMPERVIRENS
	LITTLE BUNNY FOUNTAIN GRASS	PENNISETUM ALOPECUROIDES 'LITTLE BUNNY'
	BLUE HEAVEN LITTLE BLUESTEM	SCHIZACHYRIUM SCOPARIUM 'BLUE HEAVEN'
SYMBOL	COMMON NAME	BOTANICAL NAME
LANDSCAPE MATERIALS		
	LOW MAINTENANCE LAWN AREA	LOW MAINTENANCE FESCUE BLEND (MIX 2) DROUGHT TOLERANT, LOW MAINTENANCE FESCUE BLEND, MOW 2-3 TIMES PER GROWING SEASON
	FOREST CANAL EASEMENT AREA GROUNDCOVER	LARGE BLACK BARK CHIP MULCH
	SHRUB PLANTING AREAS	MEDIUM CHIP TREE MULCH

City of Caldwell
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Name: Martin Gergen

STATE OF IDAHO
JAIME SNYDER
LICENSED LANDSCAPE ARCHITECT
LA-16647
03/24/26

BORDER SIZE	22"x34"
DESIGNED	A. TAYLOR
DRAWN	A. TAYLOR
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REVISIONS

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LANDSCAPE CONSTRUCTION DOCUMENTS FOR:

TUSCAN RIDGE SUBDIVISION NO 1

LANDSCAPE PLAN - AREA FOUR

ATTENTION:
0 1/2 1
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DATE: March 24, 2026
PROJECT: 250065
SHEET: L1.04

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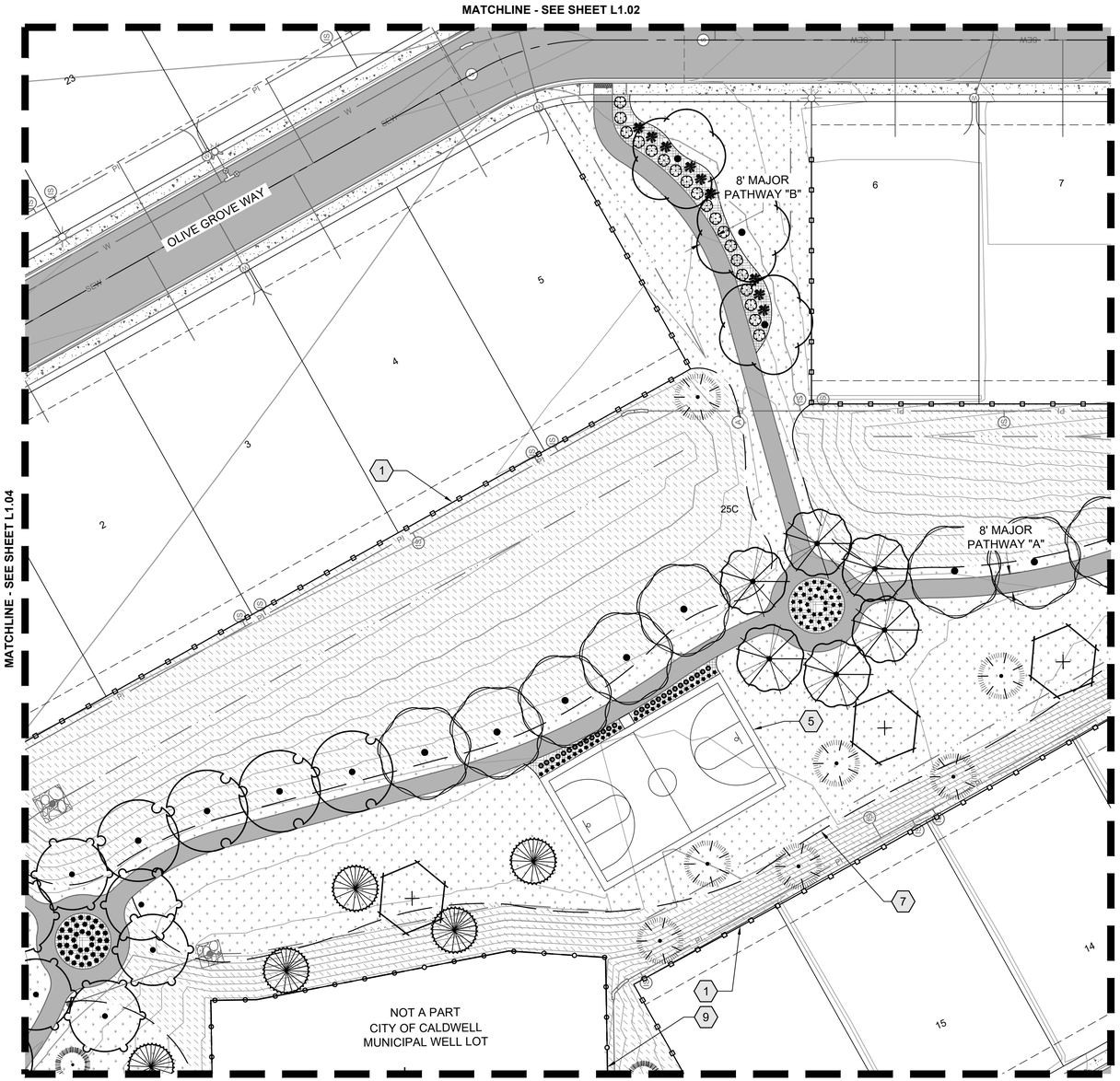
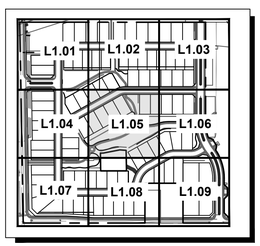


LANDSCAPE PLAN - AREA FIVE

0 15 30 60 90



KEY MAP

KEYNOTE SCHEDULE	
CODE	DESCRIPTION
1	6' VINYL FENCING, COLOR TO BE DETERMINED BY OWNER. SEE DETAIL #7, SHEET L2.00
2	4' VINYL COATED SPORTS COURT FENCING, BLACK. SEE DETAIL # 8, SHEET L2.00
3	MAN GATE, SEE DETAIL #9, SHEET L2.00
4	PROPOSED LOCATION OF SCHOOL BUS STOP WITHIN COMMON LOT
5	94' X 60' BASKETBALL COURT, SEE DETAIL #12, SHEET L2.01
6	60' X 30' PICKLEBALL COURT, SEE DETAIL #9, SHEET L2.00
7	EDGE OF MAINTAINED LAWN AREA. ALL RTF SEED BEYOND TO BE MOWN TWICE PER SEASON.
8	LANDSCAPE IMPROVEMENTS BEYOND PHASE LINE TO BE COMPLETED DURING FUTURE PHASE CONSTRUCTION.
9	FENCING AND ACCESS GATE MATERIAL AND HEIGHT TO BE COORDINATED WITH CITY OF CALDWELL
10	ACCESS ROAD, SEE CIVIL SET

PLANT SCHEDULE PHASE 1		
SYMBOL	COMMON NAME	BOTANICAL NAME
CLASS I TREES		
	EASTERN REDBUD	CERCIS CANADENSIS
CLASS II TREES		
	YELLOW BUCKEYE	AESCULUS FLAVA
	KATSURA TREE	CERCIDIPHYLLUM JAPONICUM
	AMERICAN YELLOWWOOD	CLADRASTIS KENTUKEA
	AUTUMN GOLD MAIDENHAIR TREE	GINKGO BILOBA 'AUTUMN GOLD' TM
	GREENSPIRE LITTLELEAF LINDEN	TILIA CORDATA 'GREENSPIRE'
	JAPANESE ZELKOVA	ZELKOVA SERRATA
CLASS III TREES		
	EXCLAMATION! LONDON PLANE TREE	PLATANUS X ACERIFOLIA 'MORTON CIRCLE' TM
	HERITAGE OAK	QUERCUS X MACDANIELLI 'CLEMONS' TM
EVERGREEN TREES		
	WHITE FIR	ABIES CONCOLOR
	BLUE ATLAS CEDAR	CEDRUS ATLANTICA 'GLAUCA'
	COLUMNAR COLORADO SPRUCE	PICEA PUNGENS 'HOOPSII'
DECIDUOUS SHRUBS		
	REGENT SERVICEBERRY	AMELANCHIER ALNIFOLIA 'REGENT'
	LOW SCAPE SNOWFIRE BLACK CHOKEBERRY	ARONIA MELANOCARPA 'SMNAMPEM' TM
	BLUE MIST BLUEBEARD	CARYOPTERIS X CLANDONENSIS 'BLUE MIST'
	KELSEY'S DWARF RED TWIG DOGWOOD	CORNUS SERICEA 'KELSEYI'
	LITTLE SPIRE RUSSIAN SAGE	PEROVSKIA ATRIPLICIFOLIA 'LITTLE SPIRE'
	LITTLE DEVIL DWARF NINEBARK	PHYSOCARPUS OPULIFOLIUS 'DONNA MAY' TM
	PAWNEE BUTTES WESTERN SAND CHERRY	PRUNUS BESSEYII 'PAWNEE BUTTES'
	LACETTE FRAGRANT SUMAC	RHUS AROMATICA LACETTE
EVERGREEN SHRUBS		
	TEXAS RED YUCCA	HESPERALOE PARVIFLORA
	SLOWMOUND MUGO PINE	PINUS MUGO 'SLOWMOUND'
ORNAMENTAL GRASSES		
	BLUE OAT GRASS	HELICTOTRICHON SEMPERVIRENS
	LITTLE BUNNY FOUNTAIN GRASS	PENNISETUM ALOPECUROIDES 'LITTLE BUNNY'
	BLUE HEAVEN LITTLE BLUESTEM	SCHIZACHYRIUM SCOPARIUM 'BLUE HEAVEN'
SYMBOL	COMMON NAME	BOTANICAL NAME
LANDSCAPE MATERIALS		
	LOW MAINTENANCE LAWN AREA	LOW MAINTENANCE FESCUE BLEND, DROUGHT TOLERANT, LOW MOWING HEIGHT AND FREQUENCY (MOW 1 TIMES PER GROWING SEASON)
	FOREST CANAL EASEMENT AREA GROUNDCOVER	LARGE BLACK CHIP TREE MULCH
	SHRUB PLANTING AREAS	MEDIUM CHIP TREE MULCH

City of Caldwell
APPROVED FOR CONSTRUCTION

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Name: **Martin Gergen**

STATE OF IDAHO
JAIME SNYDER
A-16647
03/24/26
LICENSED LANDSCAPE ARCHITECT

BORDER SIZE 22"x34"
DESIGNED A. TAYLOR
DRAWN A. TAYLOR
CHECKED J. SNYDER
APPROVED J. SNYDER

REVISIONS

NO.	DESCRIPTION	DATE
1	CITY OF CALDWELL COMMENTS	01/15/2026
2	CITY OF CALDWELL COMMENTS	03/24/2026

ARDURRA
2471 S. TITANIUM PLACE
MERIDIAN, IDAHO 83642
208-323-2288 | WWW.ARDURRA.COM

LANDSCAPE CONSTRUCTION DOCUMENTS FOR:
TUSCAN RIDGE SUBDIVISION NO 1
LANDSCAPE PLAN - AREA FIVE

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE: March 24, 2026
PROJECT: 250065
SHEET: L1.05

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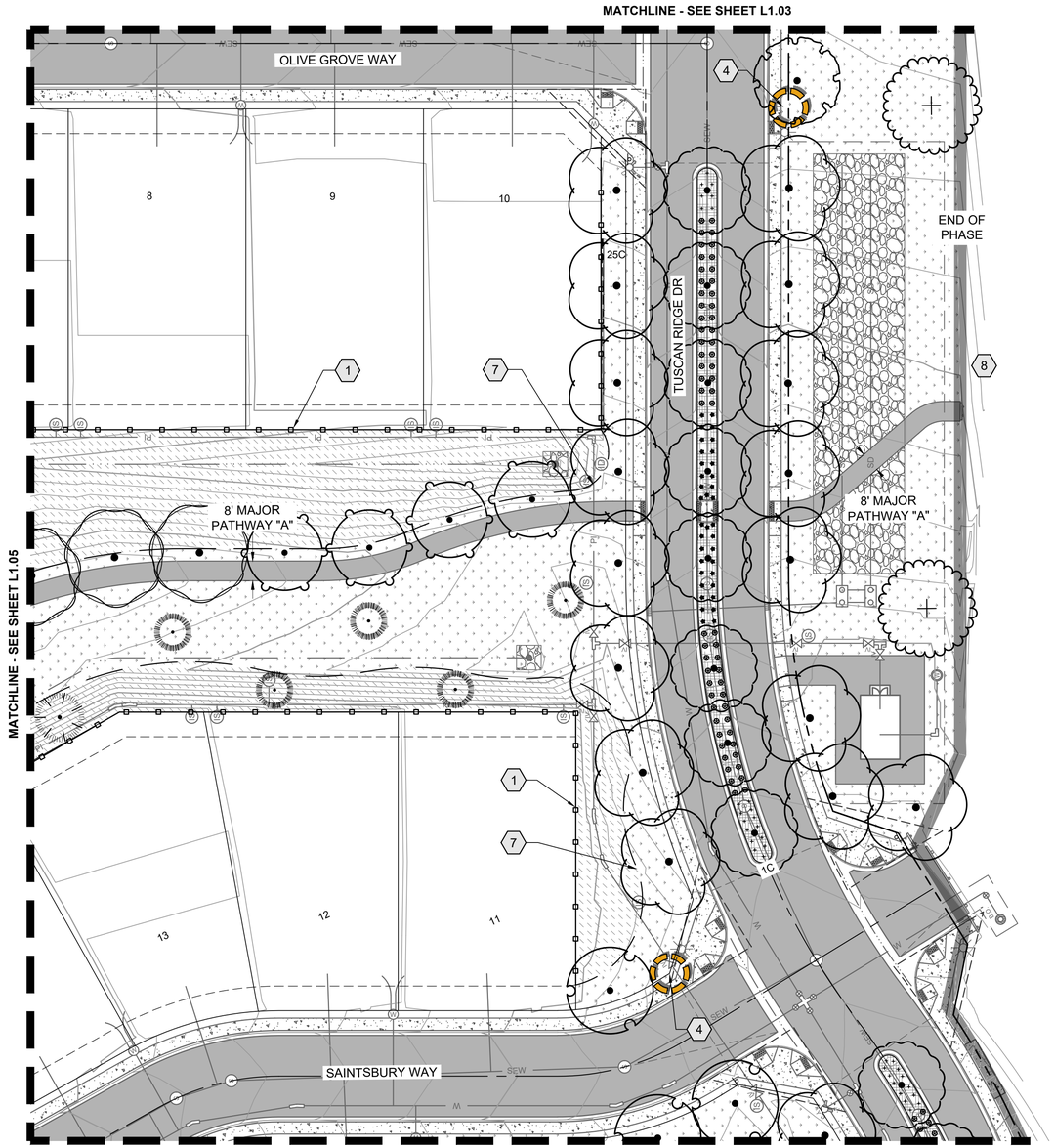
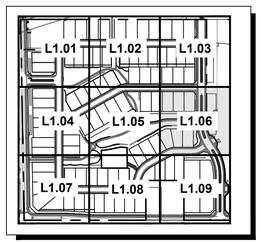


LANDSCAPE PLAN - AREA SIX

0 15 30 60 90



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PLANT SCHEDULE PHASE 1		
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	EASTERN REDBUD	CERCIS CANADENSIS
CLASS II TREES		
	YELLOW BUCKEYE	AESCULUS FLAVA
	KATSURA TREE	CERCIDIPHYLLUM JAPONICUM
	AMERICAN YELLOWWOOD	CLADRASTIS KENTUKEA
	AUTUMN GOLD MAIDENHAIR TREE	GINKGO BILOBA 'AUTUMN GOLD' TM
	GREENSPIRE LITTLELEAF LINDEN	TILIA CORDATA 'GREENSPIRE'
	JAPANESE ZELKOVA	ZELKOVA SERRATA
CLASS III TREES		
	EXCLAMATION!® LONDON PLANE TREE	PLATANUS X ACERIFOLIA 'MORTON CIRCLE' TM
	HERITAGE OAK	QUERCUS X MACDANIELLI 'CLEMONS' TM
EVERGREEN TREES		
	WHITE FIR	ABIES CONCOLOR
	BLUE ATLAS CEDAR	CEDRUS ATLANTICA 'GLAUCA'
	COLUMNAR COLORADO SPRUCE	PICEA PUNGENS 'HOOPSII'
DECIDUOUS SHRUBS		
	REGENT SERVICEBERRY	AMELANCHIER ALNIFOLIA 'REGENT'
	LOW SCAPE SNOWFIRE BLACK CHOKEBERRY	ARONIA MELANOCARPA 'SMNAMPEM' TM
	BLUE MIST BLUEBEARD	CARYOPTERIS X CLANDONENSIS 'BLUE MIST'
	KELSEY'S DWARF RED TWIG DOGWOOD	CORNUS SERICEA 'KELSEYI'
	LITTLE SPIRE RUSSIAN SAGE	PEROVSKIA ATRIPLICIFOLIA 'LITTLE SPIRE'
	LITTLE DEVIL DWARF NINEBARK	PHYSOCARPUS OPULIFOLIUS 'DONNA MAY' TM
	PAWNEE BUTTES WESTERN SAND CHERRY	PRUNUS BESSEYII 'PAWNEE BUTTES'
	LACETTE FRAGRANT SUMAC	RHUS AROMATICA LACETTE
EVERGREEN SHRUBS		
	TEXAS RED YUCCA	HESPERALOE PARVIFLORA
	SLOWMOUND MUGO PINE	PINUS MUGO 'SLOWMOUND'
ORNAMENTAL GRASSES		
	BLUE OAT GRASS	HELICTOTRICHON SEMPERVIRENS
	LITTLE BUNNY FOUNTAIN GRASS	PENNISETUM ALOPECUROIDES 'LITTLE BUNNY'
	BLUE HEAVEN LITTLE BLUESTEM	SCHIZACHYRIUM SCOPARIUM 'BLUE HEAVEN'
SYMBOL	COMMON NAME	BOTANICAL NAME
LANDSCAPE MATERIALS		
	LOW MAINTENANCE LAWN AREA	LOW MAINTENANCE RTF SEED AREA, OR OTHER DROUGHT TOLERANT, LOW MAINTENANCE SEED BLEND. MOWN 2-3 TIMES PER GROWING SEASON
	FOREST CANAL EASEMENT AREA GROUNDCOVER	LARGE BLACK BARK MULCH
	SHRUB PLANTING AREAS	MEDIUM CHIP TREE MULCH

City of Caldwell
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Name: **Martin Gergen**

STATE OF IDAHO
JAIME SNYDER
LA-18647
03/24/26
LICENSED LANDSCAPE ARCHITECT

BORDER SIZE	22"x34"
DESIGNED	A. TAYLOR
DRAWN	A. TAYLOR
CHECKED	J. SNYDER
APPROVED	J. SNYDER

REVISIONS

NO.	DESCRIPTION	DATE
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2471 S. TITANIUM PLACE
MERIDIAN, IDAHO 83642
208-323-2288 | WWW.ARDURRA.COM

LANDSCAPE CONSTRUCTION DOCUMENTS FOR:
TUSCAN RIDGE SUBDIVISION NO 1
LANDSCAPE PLAN AREA SIX

ATTENTION:
0 1/2 1
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DATE: March 24, 2026
PROJECT: 250065
SHEET: L1.06

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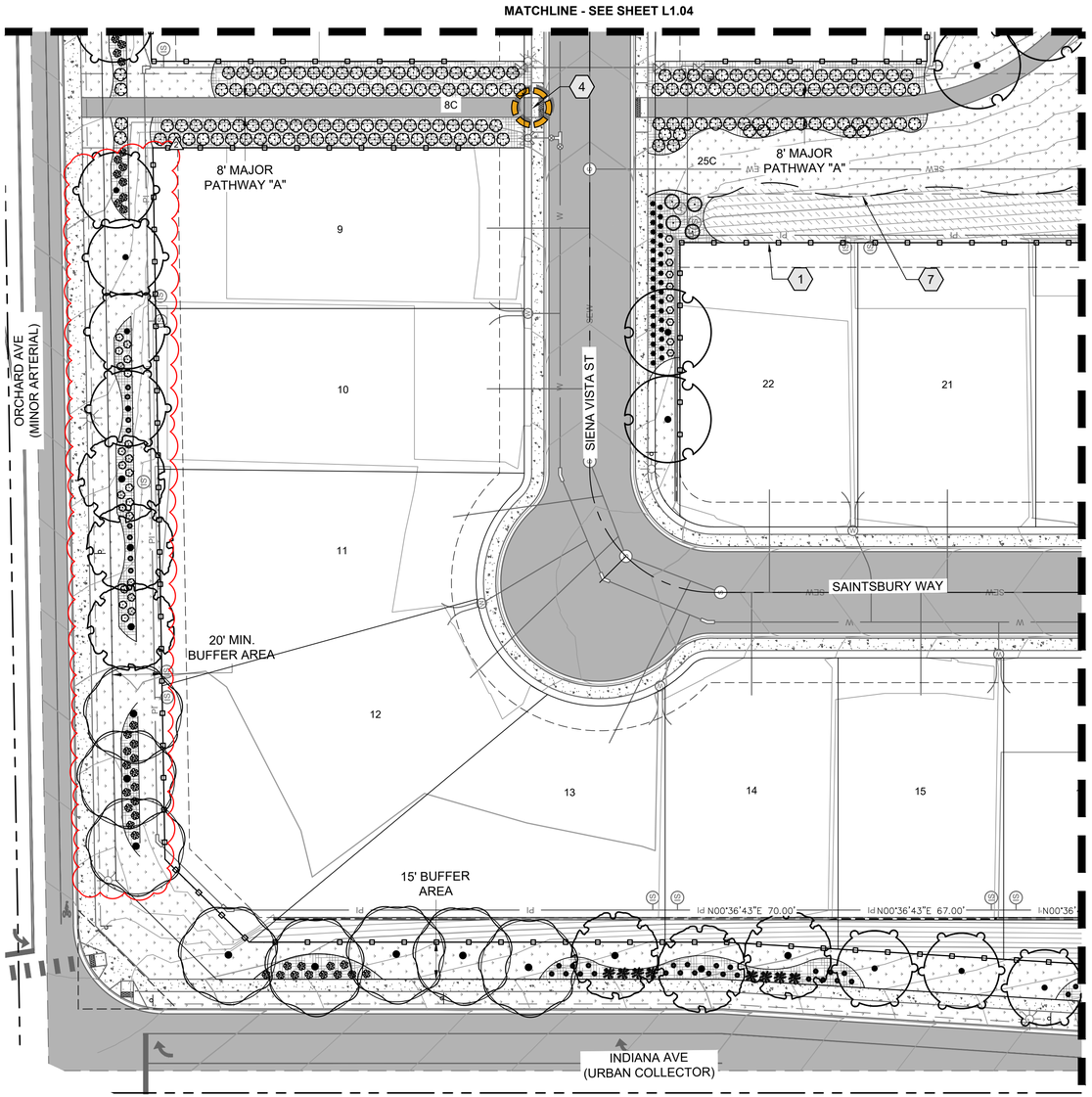
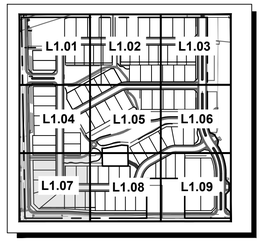


LANDSCAPE PLAN - AREA SEVEN

0 15 30 60 90



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PLANT SCHEDULE PHASE 1		
SYMBOL	COMMON NAME	BOTANICAL NAME
CLASS I TREES		
	EASTERN REDBUD	CERCIS CANADENSIS
CLASS II TREES		
	YELLOW BUCKEYE	AESCULUS FLAVA
	KATSURA TREE	CERCIDIPHYLLUM JAPONICUM
	AMERICAN YELLOWWOOD	CLADRASTIS KENTUKEA
	AUTUMN GOLD MAIDENHAIR TREE	GINKGO BILOBA 'AUTUMN GOLD' TM
	GREENSPIRE LITTLELEAF LINDEN	TILIA CORDATA 'GREENSPIRE'
	JAPANESE ZELKOVA	ZELKOVA SERRATA
CLASS III TREES		
	EXCLAMATION! LONDON PLANE TREE	PLATANUS X ACERIFOLIA 'MORTON CIRCLE' TM
	HERITAGE OAK	QUERCUS X MACDANIELLI 'CLEMONS' TM
EVERGREEN TREES		
	WHITE FIR	ABIES CONCOLOR
	BLUE ATLAS CEDAR	CEDRUS ATLANTICA 'GLAUCA'
	COLUMNAR COLORADO SPRUCE	PICEA PUNGENS 'HOOPSII'
DECIDUOUS SHRUBS		
	REGENT SERVICEBERRY	AMELANCHIER ALNIFOLIA 'REGENT'
	LOW SCAPE SNOWFIRE BLACK CHOKEBERRY	ARONIA MELANOCARPA 'SMNAMPEM' TM
	BLUE MIST BLUEBEARD	CARYOPTERIS X CLANDONENSIS 'BLUE MIST'
	KELSEY'S DWARF RED TWIG DOGWOOD	CORNUS SERICEA 'KELSEYI'
	LITTLE SPIRE RUSSIAN SAGE	PEROVSKIA ATRIPLICIFOLIA 'LITTLE SPIRE'
	LITTLE DEVIL DWARF NINEBARK	PHYSOCARPUS OPULIFOLIUS 'DONNA MAY' TM
	PAWNEE BUTTES WESTERN SAND CHERRY	PRUNUS BESSEYII 'PAWNEE BUTTES'
	LACETTE FRAGRANT SUMAC	RHUS AROMATICA LACETTE
EVERGREEN SHRUBS		
	TEXAS RED YUCCA	HESPERALOE PARVIFLORA
	SLOWMOUND MUGO PINE	PINUS MUGO 'SLOWMOUND'
ORNAMENTAL GRASSES		
	BLUE OAT GRASS	HELICTOTRICHON SEMPERVIRENS
	LITTLE BUNNY FOUNTAIN GRASS	PENNISETUM ALOPECUROIDES 'LITTLE BUNNY'
	BLUE HEAVEN LITTLE BLUESTEM	SCHIZACHYRIUM SCOPARIUM 'BLUE HEAVEN'
SYMBOL	COMMON NAME	BOTANICAL NAME
LANDSCAPE MATERIALS		
	LOW MAINTENANCE LAWN AREA	LOW MAINTENANCE, DROUGHT TOLERANT, LOW HEIGHT VARIETY BLEND, MOWED 2 TIMES PER GROWING SEASON
	FOREST CANAL EASEMENT AREA GROUNDCOVER	LARGE BLACK BARK MULCH
	SHRUB PLANTING AREAS	MEDIUM CHIP TREE MULCH

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Name: **Martin Gergen**

STATE OF IDAHO
JAIME SNYDER
LICENSED
LA-15847
03/24/26
LANDSCAPE ARCHITECT

BORDER SIZE	22"x34"
DESIGNED	A. TAYLOR
DRAWN	A. TAYLOR
CHECKED	J. SNYDER
APPROVED	J. SNYDER

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2	CITY OF CALDWELL COMMENTS	03/24/2026

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2471 S. TITANIUM PLACE
MERIDIAN, IDAHO 83642
208-323-2288 | WWW.ARDURRA.COM

LANDSCAPE CONSTRUCTION DOCUMENTS FOR:
TUSCAN RIDGE SUBDIVISION NO 1
LANDSCAPE PLAN - AREA SEVEN

ATTENTION:
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DATE: March 24, 2026
PROJECT: 250065
SHEET: L1.07

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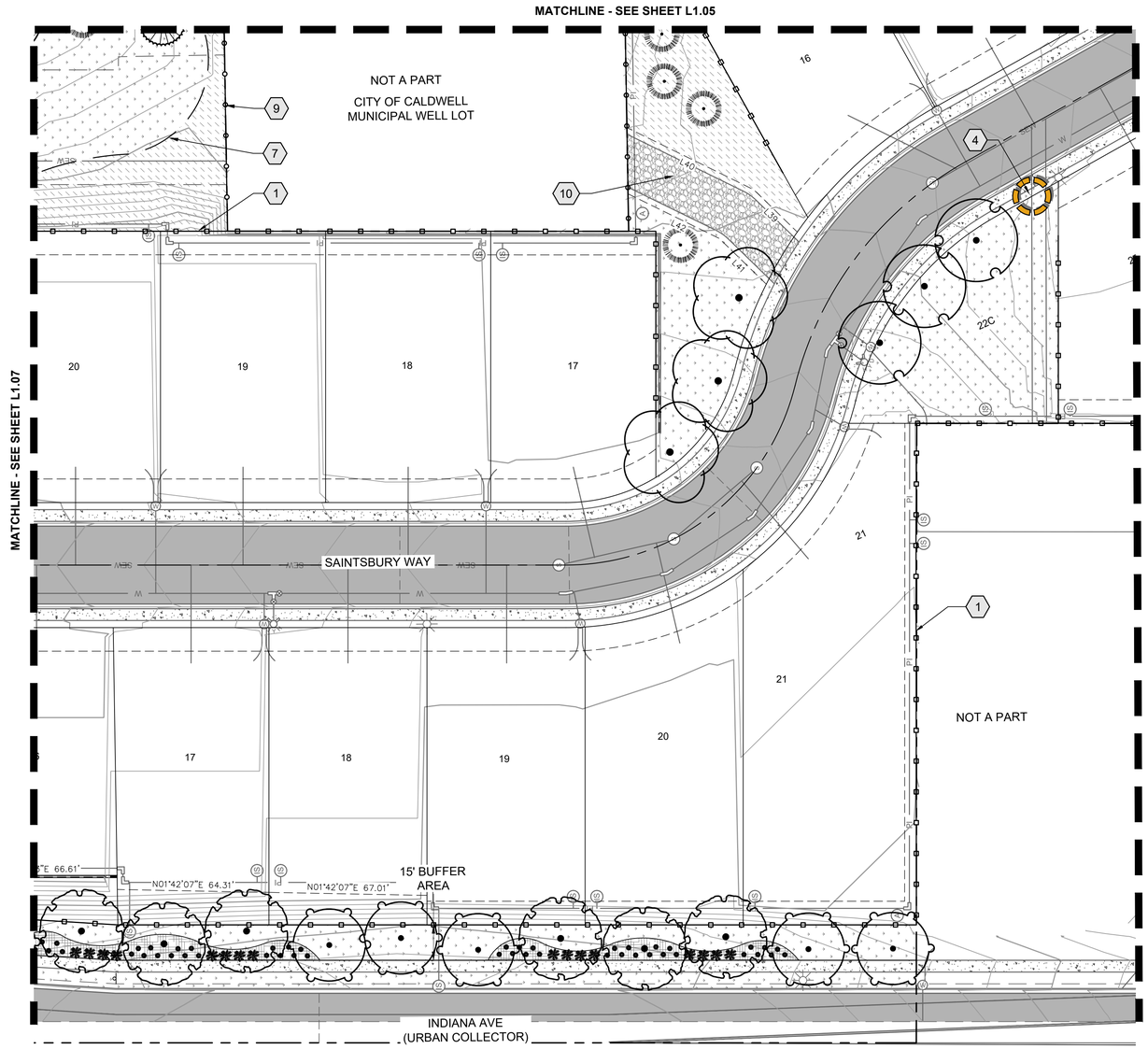
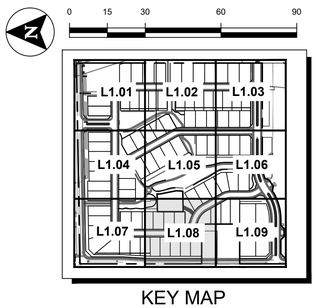


LANDSCAPE PLAN - AREA EIGHT



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SYMBOL	COMMON NAME	BOTANICAL NAME
LANDSCAPE MATERIALS		
	LOW MAINTENANCE LAWN AREA	LOW MAINTENANCE TURF MIXTURE OF DROUGHT TOLERANT, LOW MAINTENANCE FESCUE BLEND MOWED 7 TIMES PER GROWING SEASON
	FOREST CANAL EASEMENT AREA GROUNDCOVER	LARGE BLACK CHIP MULCH
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SHEET: L1.08

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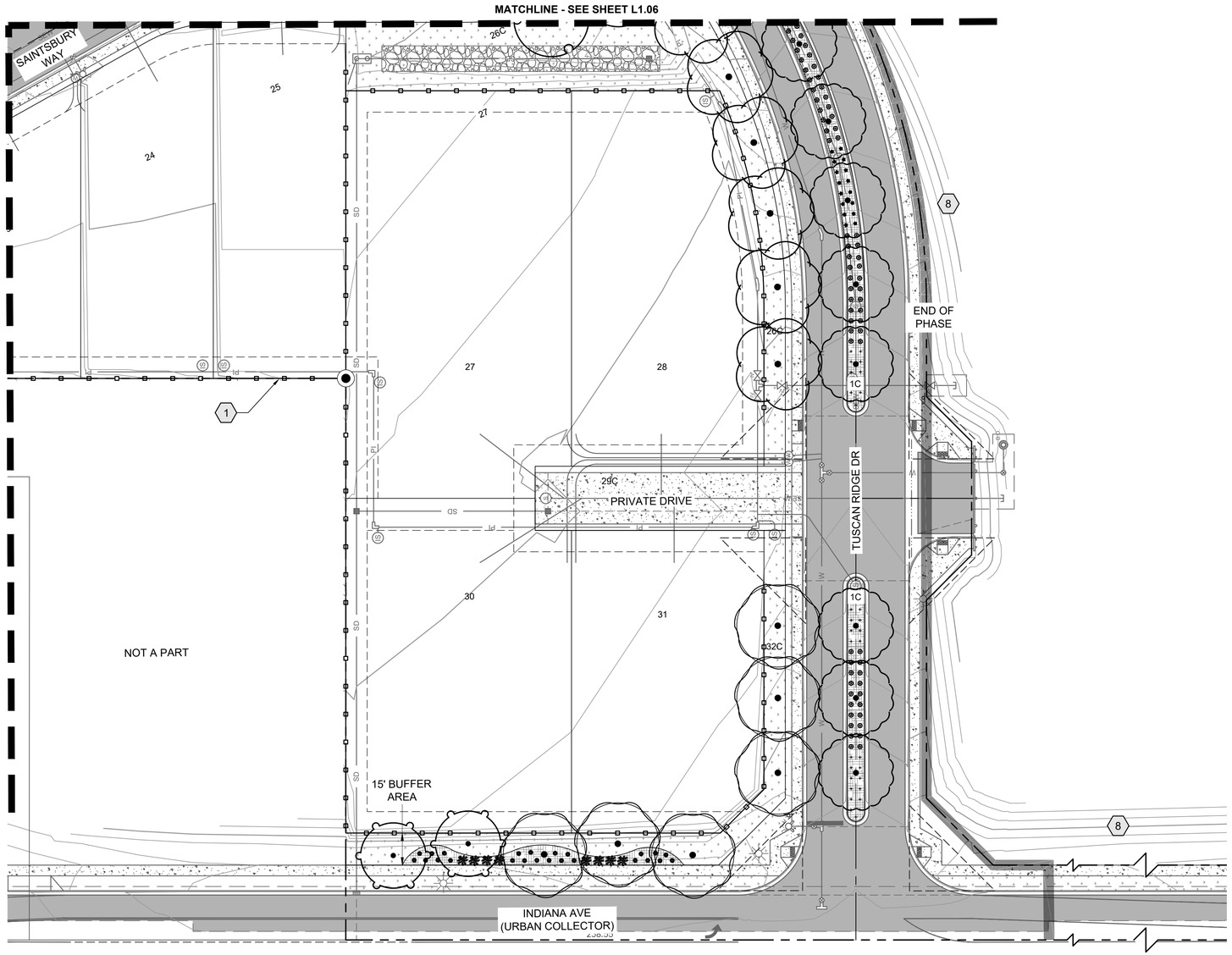
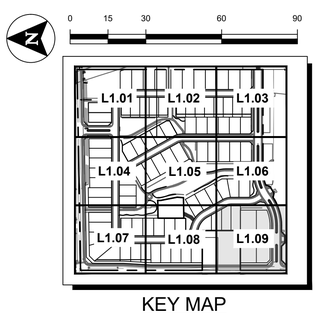
Y:\NAM\250065\03_CAD\SHEETS\CONSTRUCTION_DRAWINGS\LANDSCAPE\250065-L-01-LSCP.DWG, 3/24/2026



LANDSCAPE PLAN - AREA NINE



KEY MAP

KEYNOTE SCHEDULE	
CODE	DESCRIPTION
1	6' VINYL FENCING, COLOR TO BE DETERMINED BY OWNER. SEE DETAIL #7, SHEET L2.00
2	4' VINYL COATED SPORTS COURT FENCING, BLACK. SEE DETAIL # 8, SHEET L2.00
3	MAN GATE, SEE DETAIL #9, SHEET L2.00
4	PROPOSED LOCATION OF SCHOOL BUS STOP WITHIN COMMON LOT
5	94' X 60' BASKETBALL COURT, SEE DETAIL #12, SHEET L2.01
6	60' X 30' PICKLEBALL COURT, SEE DETAIL #9, SHEET L2.00
7	EDGE OF MAINTAINED LAWN AREA. ALL RTF SEED BEYOND TO BE MOWN TWICE PER SEASON.
8	LANDSCAPE IMPROVEMENTS BEYOND PHASE LINE TO BE COMPLETED DURING FUTURE PHASE CONSTRUCTION.
9	FENCING AND ACCESS GATE MATERIAL AND HEIGHT TO BE COORDINATED WITH CITY OF CALDWELL
10	ACCESS ROAD, SEE CIVIL SET

PLANT SCHEDULE PHASE 1		
SYMBOL	COMMON NAME	BOTANICAL NAME
CLASS I TREES		
	EASTERN REDBUD	CERCIS CANADENSIS
CLASS II TREES		
	YELLOW BUCKEYE	AESCULUS FLAVA
	KATSURA TREE	CERCIDIPHYLLUM JAPONICUM
	AMERICAN YELLOWWOOD	CLADRASTIS KENTUKEA
	AUTUMN GOLD MAIDENHAIR TREE	GINKGO BILOBA 'AUTUMN GOLD' TM
	GREENSPIRE LITTLELEAF LINDEN	TILIA CORDATA 'GREENSPIRE'
	JAPANESE ZELKOVA	ZELKOVA SERRATA
CLASS III TREES		
	EXCLAMATION! LONDON PLANE TREE	PLATANUS X ACERIFOLIA 'MORTON CIRCLE' TM
	HERITAGE OAK	QUERCUS X MACDANIELLI 'CLEMONS' TM
EVERGREEN TREES		
	WHITE FIR	ABIES CONCOLOR
	BLUE ATLAS CEDAR	CEDRUS ATLANTICA 'GLAUCA'
	COLUMNAR COLORADO SPRUCE	PICEA PUNGENS 'HOOPSII'
DECIDUOUS SHRUBS		
	REGENT SERVICEBERRY	AMELANCHIER ALNIFOLIA 'REGENT'
	LOW SCAPE SNOWFIRE BLACK CHOKEBERRY	ARONIA MELANOCARPA 'SMNAMPEM' TM
	BLUE MIST BLUEBEARD	CARYOPTERIS X CLANDONENSIS 'BLUE MIST'
	KELSEY'S DWARF RED TWIG DOGWOOD	CORNUS SERICEA 'KELSEYI'
	LITTLE SPIRE RUSSIAN SAGE	PEROVSKIA ATRIPLICIFOLIA 'LITTLE SPIRE'
	LITTLE DEVIL DWARF NINEBARK	PHYSOCARPUS OPULIFOLIUS 'DONNA MAY' TM
	PAWNEE BUTTES WESTERN SAND CHERRY	PRUNUS BESSEYII 'PAWNEE BUTTES'
	LACETTE FRAGRANT SUMAC	RHUS AROMATICA LACETTE
EVERGREEN SHRUBS		
	TEXAS RED YUCCA	HESPERALOE PARVIFLORA
	SLOWMOUND MUGO PINE	PINUS MUGO 'SLOWMOUND'
ORNAMENTAL GRASSES		
	BLUE OAT GRASS	HELICTOTRICHON SEMPERVIRENS
	LITTLE BUNNY FOUNTAIN GRASS	PENNISETUM ALOPECUROIDES 'LITTLE BUNNY'
	BLUE HEAVEN LITTLE BLUESTEM	SCHIZACHYRIUM SCOPARIUM 'BLUE HEAVEN'
SYMBOL	COMMON NAME	BOTANICAL NAME
LANDSCAPE MATERIALS		
	LOW MAINTENANCE LAWN AREA	LOW MAINTENANCE FESCUE BLEND, MOW 2 TIMES PER GROWING SEASON
	FOREST CANAL EASEMENT AREA GROUNDCOVER	LARGE BLACK MULCH
	SHRUB PLANTING AREAS	MEDIUM CHIP TREE MULCH

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 decisions, standards of the state's agencies, and conditions imposed by City-set plat or variance. The City retains the right to enforce provisions of said document and policies even if discrepancies 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

STATE OF IDAHO
JAIME SNYDER
A-16647
03/24/26
LICENSED LANDSCAPE ARCHITECT

BORDER SIZE	22"x34"
DESIGNED	A. TAYLOR
DRAWN	A. TAYLOR
CHECKED	J. SNYDER
APPROVED	J. SNYDER

REVISIONS		
NO.	DESCRIPTION	DATE
1	CITY OF CALDWELL COMMENTS	01/15/2026
2	CITY OF CALDWELL COMMENTS	03/24/2026

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2471 S. TITANIUM PLACE
MERIDIAN, IDAHO 83642
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LANDSCAPE CONSTRUCTION DOCUMENTS FOR:
TUSCAN RIDGE SUBDIVISION NO 1
LANDSCAPE PLAN - AREA NINE

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE: March 24, 2026
PROJECT: 250065
SHEET: L1.09

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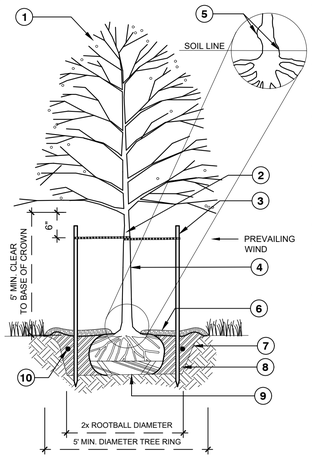
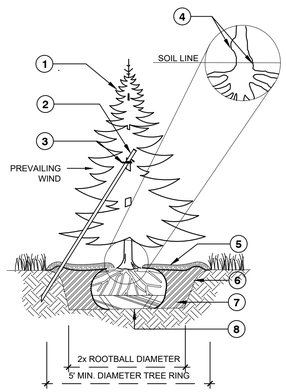


1. REMOVE ALL TAGS, FLAGGING, AND OTHER NON BIODEGRADABLE MATERIAL FROM TREE IMMEDIATELY AFTER INSTALLATION. REMOVE DEAD / DAMAGED BRANCHES BY PRUNING TO INTERNATIONAL SOCIETY OF ARBORICULTURE STANDARDS. IMPROPERLY PRUNED TREES, AS DETERMIINED BY LANDSCAPE ARCHITECT, SHALL BE REMOVED AND REPLACED IMMEDIATLEY AT NO ADDITIONAL COST TO OWNER.
2. REMOVE ANY TREE WRAP / TRUNK PROTECTION IMMEDIATELY AFTER INSTALLATION.
3. 2"x2"x8' CEDAR STAKE. DO NOT PENETRATE ROOTBALL. STAKES SHALL BE SET PARALLEL TO PREVAILING WIND DIRECTION.
4. NON ABRASIVE, "CHAINLOCK" OR EQUAL TREE TIE MATERIAL. WRAP TIE AROUND THE TREE TRUNK AND STAKES USING EITHER THE STANDARD OR FIGURE EIGHT METHOD. SECURE TIES TO THE STAKES WITH GALVANIZED NAILS OR STAPLE TO PREVENT LOOSENING. TIE SHOULD INCLUDE JUST ENOUGH SLACK FOR TRUNK GROWTH AND SLIGHT MOVEMENT.
5. ROOT FLARE / COLLAR (SWELLING AT SOIL LINE WHERE STEM TISSUE TRANSITIONS INTO ROOT TISSUE) TO BE AT FINISH GRADE. WHEN PRESENT, BUD POINT(MAJOR CROOK IN THE TRUNK JUST ABOVE THE SOIL LINE) TO BE APPROX. 1.5" ABOVE FINISH GRADE.
6. MULCH LAYER, KEEP 2" AWAY FROM TRUNK.
7. SCARIFY EDGE OF PLANTING PIT.
8. BACKFILL WITH APPROVED TOPSOIL AND SOIL AMENDMENTS. BACKFILL IN 6" LIFTS. SETTLE WITH WATER PRIOR TO EACH LIFT. TAMP LIGHTLY. DO NOT OVER COMPACT.
9. SET ROOTBALL ON UNDISTURBED SUBSOIL.
10. COMMERICAL SLOW RELEASE FERTILIZER TABLET PER MANUFACTURER DOSEAGE

NOTES:
1. REMOVE ALL BURLAP, TWINE, AND WIRE BASKET FROM THE TOP 2/3 OF ROOTBALL. REMOVE ALL NAILS, TIES, AND PLASTIC FROM ROOTBALL. SYNTHETIC SHALL BE COMPLETELY REMOVED.
2. TREE STAKING SHALL BE AT THE OPINION OF THE CONTRACTOR. HOWEVER, THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT ALL TREES ARE PLANTED AND STAND PLUMB THROUGHOUT THE TERM OF THE WARRANTY. ALL STAKING SHALL BE REMOVED AT THE END OF THE WARRANTY PERIOD.
3. CONTRACTOR TO VERIFY EXISTING UTILITY LOCATIONS PRIOR TO STAKE INSTALLATION.
4. CONTRACTOR SHALL DETERMINE IF LOCAL SITE CONDITIONS REQUIRE 3-STAKE OPTION.
5. WATER TREE THOROUGHLY WITHIN FOUR HOURS OF PLANTING. REPEAT TWICE IN THE FIRST 24 HOURS AFTER PLANTING.

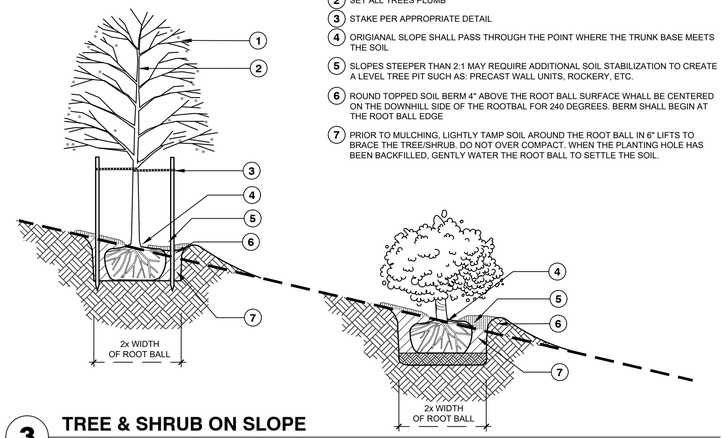
1 DECIDUOUS TREE PLANTING
NTS



1. REMOVE ALL TAGS, FLAGGING, AND OTHER NON BIODEGRADEABLE MATERIAL IMMEDIATELY AFTER INSTALLATION. REMOVE DEAD / DAMAGED BRANCHES BY PRUNING TO INTERNATIONAL SOCIETY OF ARBORICULTURE STANDARDS. IMPROPERLY PRUNED TREES, AS DETERMINED BY LANDSCAPE ARCHITECT, SHALL BE REMOVED AND REPLACED IMMEDIATELY AT NO COST TO OWNER.
2. 2"x2"x8' CEDAR STAKE. DO NOT PENETRATE ROOTBALL. SET STAKES PARALLEL TO PREVAILING WIND DIRECTION.
3. NON ABRASIVE 'CHAINLOCK' OR EQUAL TREE TIE MATERIAL. WRAP AROUND THE TREE TRUNK USING THE STANDARD TIE METHOD. SECURE TIE TO STAKE USING GALVANIZED NAILS OR SCREWS TO PREVENT SLIPPAGE. TIE SHOULD BE JUST LOOSE ENOUGH TO ALLOW FOR TRUNK GROWTH AND SLIGHT MOVEMENT.
4. ROOT FLARE / COLLAR (SWELLING AT SOIL LINE WHERE STEM TISSUE TRANSITIONS INTO ROOT TISSUE) TO BE AT FINISH GRADE. WHEN PRESENT, BUD POINT (MAJOR CROOK IN THE TRUNK JUST ABOVE SOIL LINE) TO BE APPROX. 1.5" ABOVE FINISH GRADE.
5. MULCH LAYER, KEEP 2" AWAY FROM TRUNK.
6. SCARIFY EDGE OF PLANT PIT.
7. BACKFILL WITH APPROVED TOPSOIL AND SOIL AMENDMENTS. BACKFIL IN 6 INCH LIFTS. SETTLE WITH WATER AFTER EACH LIFT. DO NOT TAMP.
8. SET ROOT BALL ON UNDISTURBED SUBSOIL.

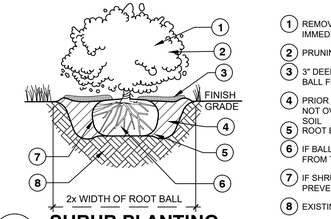
NOTES:
1. REMOVE ALL BURLAP, TWINE, AND WIRE BASKET FROM THE TOP 2/3 OF ROOTBALL. REMOVE ALL NAILS, TIES, AND PLASTIC FROM ROOTBALL. IF SYNTHETIC BURLAP IS UTILIZED TO WRAP THE ROOTBALL, IT SHALL BE COMPLETELY REMOVED.
2. TREE STAKING SHALL BE AT THE OPINION OF THE CONTRACTOR. HOWEVER, THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT ALL TREES ARE PLANTED AND STAND PLUMB THROUGHOUT THE TERM OF THE WARRANTY. ALL STAKING SHALL BE REMOVED AT THE END OF THE WARRANTY PERIOD.
3. CONTRACTOR TO VERIFY EXISTING UTILITY LOCATIONS PRIOR TO STAKE INSTALLATION.
4. CONTRACTOR SHALL DETERMINE IF LOCAL SITE CONDITIONS REQUIRE A DOUBLE STAKE OPTION.
5. WATER TREE THOROUGHLY WITHIN FOUR HOURS AFTER PLANTING. REPEAT TWICE WITHIN THE FIRST 24 HOURS OF PLANTING.

2 CONIFEROUS TREE PLANTING
NTS



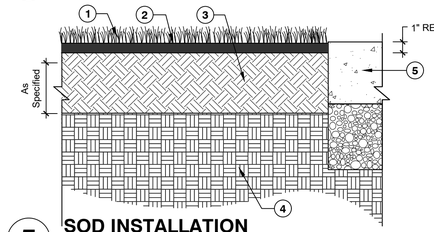
1. BALL AND BURLAP OR CONTAINERIZED TREE
2. SET ALL TREES PLUMB
3. STAKE PER APPROPRIATE DETAIL
4. ORIGINAL SLOPE SHALL PASS THROUGH THE POINT WHERE THE TRUNK BASE MEETS THE SOIL
5. SLOPES STEEPER THAN 2:1 MAY REQUIRE ADDITIONAL SOIL STABILIZATION TO CREATE A LEVEL TREE PIT SUCH AS: PRECAST WALL UNITS, ROCKERY, ETC.
6. ROUND TOPPED SOIL BERM 4" ABOVE THE ROOT BALL SURFACE WHALL BE CENTERED ON THE DOWNHILL SIDE OF THE ROOTBAL FOR 240 DEGREES. BERM SHALL BEGIN AT THE ROOT BALL EDGE
7. PRIOR TO MULCHING, LIGHTLY TAMP SOIL AROUND THE ROOT BALL IN 6" LIFTS TO BRACE THE TREE/SHRUB. DO NOT OVER COMPACT. WHEN THE PLANTING HOLE HAS BEEN BACKFILLED, GENTLY WATER THE ROOT BALL TO SETTLE THE SOIL.

3 TREE & SHRUB ON SLOPE
NTS



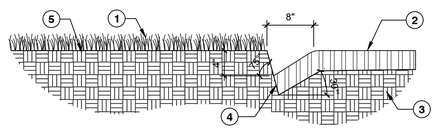
1. REMOVE ALL TAGS, FLAGGING, AND OTHER NON BIODEGRADABLE MATERIAL FROM SHRUB IMMEDIATELY AFTER INSTALLATION
2. PRUNING IS ONLY RECOMMENDED TO REMOVE BROKEN, DEAD, OR DYING BRANCHES
3. 3" DEEP MULCH. LEAVE 2" BARE GROUND BETWEEN MULCH AND MAIN STEM. SET TOP OF ROOT BALL FLUSH WITH FINISH GRADE
4. PRIOR TO MULCHING, ADD 100% TOPSOIL AROUND ROOT BALL IN 6" LIFTS TO BRACE SHRUB. DO NOT OVER COMPACT. WHEN THE PLANTING HOLE IS BACKFILLED, WATER GENTLY TO SETTLE SOIL
5. ROOT BALL SHALL REST ON UNDISTURBED OR RECOMPACTED SOIL
6. IF BALLED AND BURLAPPED, REMOVE ALL WIRE BASKET, ROPE, OR TWINE FROM TOP 1/3 BURLAP FROM THE ROOT BALL. BE CAREFUL TO KEEP ROOT BALL INTACT
7. IF SHRUB IS CONTAINER GROWN, HAND LOOSEN ROOTS AWAY FROM GROWING MEDIA TO HELP PREVENT GIRDLING ROOTS
8. EXISTING SOIL

4 SHRUB PLANTING
NTS



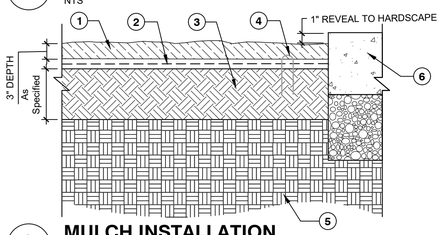
1. GRASS BLADES
2. SOD MAT / ROOT ZONE OF SOD
3. TOPSOIL AND SOIL AMENDMENTS AS SPECIFIED
4. SUBSOIL
5. HARDSCAPE (SIDEWALK, CURBING, EDGING, ETC) WHEN OCCURS.

5 SOD INSTALLATION
NTS



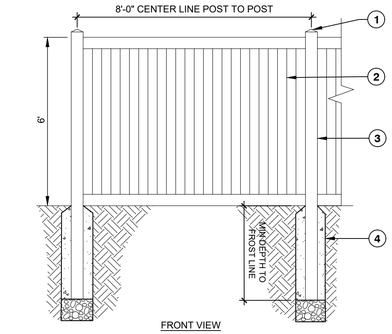
1. TURF
2. MULCH AT PLANTER BEDS
3. TOPSOIL AND SOIL AMENDMENTS AS SPECIFIED
4. CUT EDGE
5. FINISH GRADE

8 SHOVEL CUT V - EDGE AT PLANTER BED
NTS



1. MULCH. TYPE PER PLANS AND NOTES.
2. WEED BARRIER FABRIC. TYPE PER NOTES. OVERLAP SEAMS 12" MIN.
3. TOPSOIL AND SOIL AMENDMENTS AS SPECIFIED
4. FABRIC STAPLE. PLACE TO ANCHOR FABRIC INTO SOIL WITHIN 6" OF ALL OVERLAPPING EDGES. PLACE AT 3' O.C.
5. SUBSOIL
6. HARDSCAPE (SIDEWALK, CURBING, EDGING, ETC) WHEN OCCURS

9 MULCH INSTALLATION
NTS

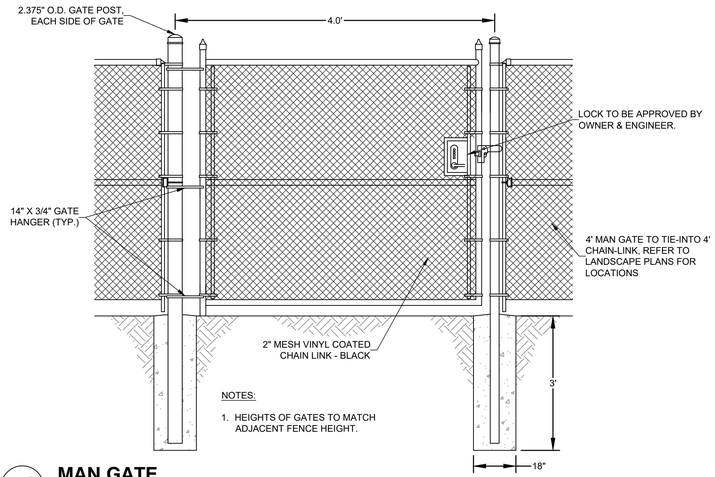


FRONT VIEW

1. OPTIONAL POST CAP
2. VERTICAL VINYL FENCE PANEL
3. POST
4. 8" DIA. CONCRETE FOOTING. SLOPE AWAY FROM POST. SET POST ON TOP OF GRAVEL BASE. DO NOT COVER OR SET BOTTOM OF POST ATOP CONCRETE.

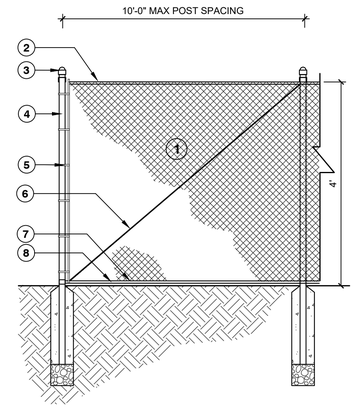
NOTES:
1. FENCE COLOR TO BE DETERMINED. FINAL COLOR SHALL BE FADE/ULTRAVIOLET LIGHT RESISTANT.
2. FENCING PLACED ON SLOPES SHALL STAIR STEP PER PANEL.
3. IN ALL CASES, SPACE BETWEEN THE FENCE AND FINISH GRADE SHALL NOT EXCEED 4 INCHES.

6 6' VINYL FENCE
NTS



NOTES:
1. HEIGHTS OF GATES TO MATCH ADJACENT FENCE HEIGHT.

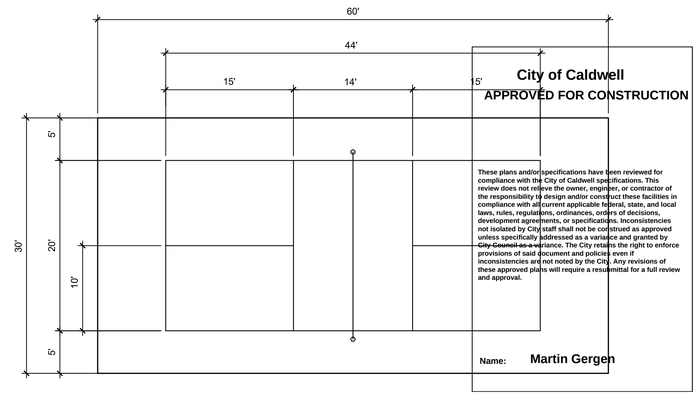
10 MAN GATE
NTS



1. 2" MESH VINYL COATED CHAIN LINK - BLACK
2. 1 1/4" TOP RAIL
3. BALL CAP
4. 2 1/2" VINYL COATED CORNER & END POST
5. 5 1/4" X 3/4" TENSION BANDS WITH TENSION BAR AT ENDS AND CORNERS
6. 3/8" TRUSS ROD WITH TURNBUCKLE
7. TIES 24" O.C. ALONG TOP AND BOTTOM RAIL
8. 1 1/4" VINYL COATED BOTTOM RAIL

NOTES:
1. FOOTING AS INSTRUCTED BY MANUFACTURER GUIDELINES.
2. PLAYING SURFACE BY OTHERS

7 VINYL COATED SPORTS COURT FENCING
NTS



11 SINGLE PICKLBALL COURT
NTS

STATE OF IDAHO
JAIME SNYDER
LICENSED LANDSCAPE ARCHITECT
LA-16647
03/24/26

ARDURRA
2471 S. TITANIUM PLACE
MERIDIAN, IDAHO 83642
208-323-2288 | WWW.ARDURRA.COM

BORDER SIZE	22"x34"
DESIGNED	A. TAYLOR
DRAWN	A. TAYLOR
CHECKED	J. SNYDER
APPROVED	J. SNYDER

REVISIONS

NO.	DESCRIPTION	DATE
1	CITY OF CALDWELL COMMENTS	01/15/2026
2	CITY OF CALDWELL COMMENTS	03/24/2026

LANDSCAPE CONSTRUCTION DOCUMENTS FOR:
TUSCAN RIDGE SUBDIVISION NO 1
LANDSCAPE DETAILS

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

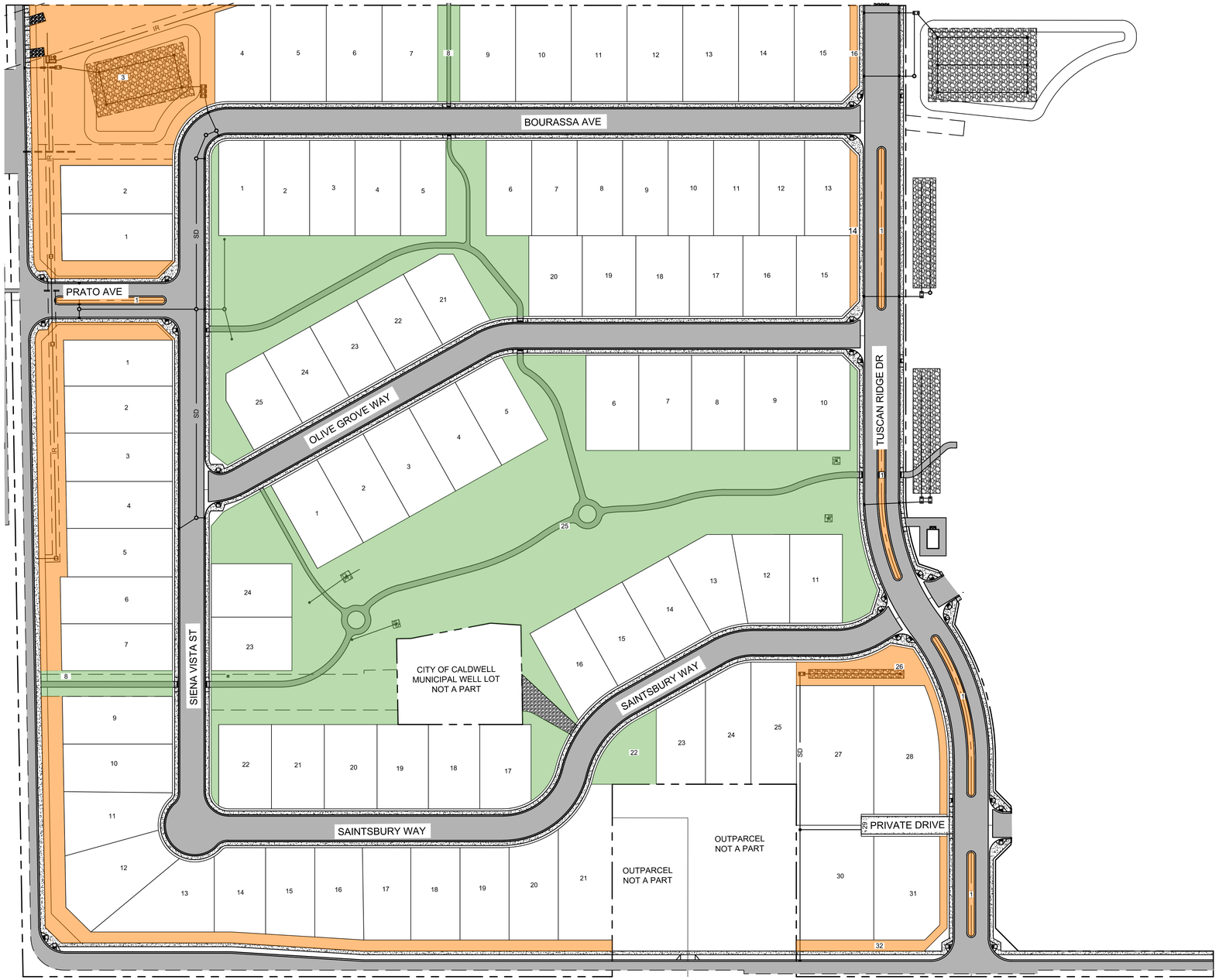
DATE: March 24, 2026
PROJECT: 250065
SHEET: L2.00

Y:\NAM\250065\03_CAD\SHEETS\CONSTRUCTION_DRAWINGS\LANDSCAPE\250065-L-02-DETAILS.DWG, 1/15/2026

OPEN SPACE EXHIBIT FOR
TUSCAN RIDGE PHASE 1

CALDWELL, ID

2026



OPEN SPACE EXHIBIT - PHASE 1	
	NON QUALIFYING OPEN SPACE
	QUALIFYING OPEN SPACE

OPEN SPACE SUMMARY - PHASE 1	
TOTAL PHASE 1 AREA ACRES	36.63 AC
TOTAL PHASE 1 AREA SQUARE FEET	1,595,563 SF
TOTAL OPEN SPACE ACRES	8.66 AC
TOTAL OPEN SPACE SQUARE FEET	377,227 SF
QUALIFYING OPEN SPACE SQUARE FEET	252,104 SF
NON QUALIFYING OPEN SPACE SQUARE FEET	125,123 SF
PHASE 1 QUALIFYING OPEN SPACE PERCENTAGE	15.80%

0 40 80 160 240

DATE: 1/8/26 JOB: 250065

ARDURRA
332 N. BROADMORE WAY
NAMPA, IDAHO 83687
208-442-6300 | WWW.ARDURRA.COM

L:\250065\03_CAD\Sheets\Exhibits\250065-PHASE 1 OPEN SPACE.dwg 1/8/2026 8:13:21 AM, Adrian Ortiz, DWG To PDF.pc3
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Regular **Item:** 12.

Memorandum

To:

City Council

Meeting Date:

July 6, 2026

Item Name:

Approve the Findings of Facts and Conclusions of Law for Aviary Heights Subdivision (DEV25-000009, PUD25-000004, SPP25-000013).

Summary Statement:

Recommended Action:

Budget:

Cost:
GL Account:
Timeline:
Department:
Project Manager:

Attachments:

1. Aviary Heights Reasoning Statement and Decision

CITY OF CALDWELL
FINDINGS OF FACT, CONCLUSIONS OF LAW, AND REASONED DECISION

BEFORE THE CITY COUNCIL OF THE CITY OF CALDWELL
CANYON COUNTY, STATE OF IDAHO

IN THE MATTER OF THE APPLICATION SUBMITTED BY BRIGHTON DEVELOPMENT FOR A DEVELOPMENT AGREEMENT MODIFICATION (DEV25-000009); A PLANNED UNIT DEVELOPMENT (PUD25-000004); AND A PRELIMINARY PLAT FOR AVIARY HEIGHTS SUBDIVISION (SPP25-000013) CONSISTING OF 305 SINGLE-FAMILY LOTS, 2 QUASI PUBLIC LOTS, AND 11 COMMERCIAL LOTS ON 124 ACRES.

WHEREAS, the applicant filed an application for a development agreement modification, planned unit development, and preliminary plat on 11/4/2025; and

WHEREAS, this matter came before the Hearing Examiner during a duly noticed public hearing on 4/14/2026 and was recommended to the City Council for APPROVAL;

WHEREAS, this matter came before the Caldwell City Council during a duly noticed public hearing on 6/15/2026, at which time the Applicant, staff, and members of the public were given an opportunity to provide testimony, and all legal notice requirements of the City of Caldwell and applicable Idaho law were satisfied; and

WHEREAS, all application materials, staff reports, staff memos, presentations, exhibits, meeting minutes, agency written comments, public written comments, and public hearing testimony are part of "the record"; and

WHEREAS, this written document provides for the approval of the above mentioned application and contains the criteria and standards considered relevant, the relevant contested facts relied upon and explains the rationale for the decision based on the applicable provisions of the comprehensive plan, relevant ordinance and statutory provisions, pertinent constitutional principles and factual information contained in the record in accordance with 67-6535 (2) of Idaho Code; and

WHEREAS, this written document identifies the nature of compliance or noncompliance with express approval standards and explains the compliance or noncompliance with relevant decision criteria in accordance with 67-6535 (2)(a) of Idaho Code.

I. GENERAL INFORMATION

Application Requests:	Development Agreement Modification, Planned Unit Development, and a Preliminary Plat.
Project Name:	Aviary Heights Subdivision
File Number(s)	DEV25-000009, PUD25-000004, and SPP25-000013.
Applicant:	Brighton Development, Inc.
Property Owner:	DWT Investments LLC and Winco Foods, LLC
Project Site Address:	0 Midland Blvd., 20243 Midland Blvd., and 0 HWY 20/26, Caldwell, Idaho
Project Site Location:	The subject site is located on the NWC of the Midland Blvd. and HWY 20/26 intersection, with the plat area is described as a portion of the SE ¼ of Section 20, T4N, R2W.
Project Site Parcel Number(s):	R3412100000, R3412101000, R3412200000, R3412301000, R3412500000, R3412501000, R3412600000, R3412700000, R3412701000
Project Site Acreage:	Approximately 124 acres, more or less
Zoning:	H-C, R-2, and R-1
Comprehensive Plan Designation:	Mixed Use Center, Neighborhood 3, and Neighborhood 2
Final Decision Making Body:	City Council
Public Hearing Date:	6/15/2026

II. PROCEDURAL HISTORY

1. The applications were submitted on 11/4/2025
2. Notice of the public hearing was provided in accordance with Caldwell City Code Section 10-03-12 and Idaho Code.
3. Notice was sent to all political subdivisions, including school districts on
4. Notice was mailed to property owners within 500’ feet of the subject property on
5. Notice was published in the official newspaper on 5/1/2026.
6. Public Hearing agenda was posted in accordance with Idaho Open Meeting Laws.

7. A written staff report was prepared by professional planning staff and was entered into the record.
8. A public hearing was held before the Hearing Examiner on April 14, 2026, at which time testimony was received from the applicant, staff, and members of the public.

III. EVIDENTIARY FINDINGS OF FACT

1. The subject property is located at 0 Midland Blvd., 20243 Midland Blvd., and 0 HWY 20/26, Caldwell, Idaho And consists of approximately 124 acres.
2. The subject property is currently zoned H-C, R-3, and R-2 and designated as Mixed Use Center, Neighborhood 3, and Neighborhood 2 in the Caldwell Comprehensive plan.
3. Surrounding land uses include:
    a. North: Farmland (approved single-family entitlements – Midland Meadows pre-plat)
    b. South: Regional thoroughfare (HWY 20/26), farmland and two (2) County single family homes (property now owned by Wal-Mart)
    c. East: Farmland and County single-family homes
    d. West: Railroad and Industrial (SunCore)
4. The proposed development consists of the following number and types of lots/units:
    a. 305 single family lots for 221 single family detached units and 84 single-family attached units
    b. 2 quais-public lots to be donated for a charter school and a City Fire Station
    c. 11 commercial lots
5. The proposed development includes infrastructure improvements and amenities as described in the staff report and attached engineering memo.
6. Adequate public utilities and services, including water, wastewater, stormwater, and other necessary infrastructure, are available or can be reasonably extended to serve the proposed development. Utilities shall have sufficient capacity to accommodate the proposed development at building permit issuance. Where necessary, the applicant shall construct or extend required facilities in accordance with City standards as a condition of approval. This includes:
    a. Water
    b. Sewer
    c. Trash
    d. Fire protection
    e. Police services
7. The following schools will be providing services to the development:

a. Ridgevue High School
b. Summitvue Middle School
c. Warhawk Elementary

IV. RECORD CREATED

1. Application Materials
    a. Land Use Application and Checklists
    b. Narrative
    c. Vicinity Map
    d. Property Owner Authorization / Acknowledgement
    e. Site Plan
    f. Preliminary Plat
    g. Landscape Plan
    h. Open Space Exhibit
    i. Pathway Exhibit
    j. Phasing Plan
    k. Residential Building Elevations
    l. Site Photos
2. Exhibits
    a. Zoning Map
    b. Future Land Use Map
    c. Planning & Zoning / Hearing Examiner Minutes
    d. Development Agreement
3. Public Written Comments
    a. SunCore
4. Public Agency Comments
    a. Gem Prep
    b. Vallivue School District Comments
    c. Canyon Highway District 4
    d. City of Caldwell Engineering Comments
    e. City of Caldwell Fire Comments
    f. City of Caldwell Police Comments
5. Other Evidence of Record

a. The applicant's presentation and testimony was entered into the record.

b. The staff report and presentation was entered into the record.

c. The public's testimony in favor, neutral, and in opposition was entered into the record.

d. The applicant's rebuttal testimony was entered into the record.

e. All Late Exhibits (if applicable) were entered into the record.

f. All deciding body questions and deliberation were entered into the record.

V. APPLICABLE APPROVAL CRITERIA

The application was evaluated under the following sections of the municipal code:

City Code Section 10-13-01 (A) – Planned Unit Developments

City Code Section 11-02-03 (1) E4 - Preliminary Plat Criteria

City Code Section 10-03-11 - Development Agreements

Idaho Code Title 67, Chapter 65 Local Land Use Planning Act

ANALYSIS OF APPROVAL CRITERIA FOR A SUBDIVISION PRELIMINARY PLAT

The city council, prior to approving a preliminary plat request, shall find and conclude the requests have met the criteria identified below

Criterion 1: The plat is in compliance with "city code" as defined within Caldwell Municipal Code.

The proposed subdivision has been reviewed and meets compliance with all zoning ordinance standards in accordance with:

Section 10-02-02: Access and Connectivity

Section 10-02-05: Off-Street Parking Standards

Section 10-02-09: Landscaping, Buffering and Screening

Section 11-02-01: Plat Procedures

Section 11-02-02: Phased Subdivisions

Chapter 11, Article 3: Design and Construction Standards and Requirements

Section 11-05-03: Floodplain Subdivisions or Floodplain Planned Unit Developments

Chapter 5: Streets and Sidewalks

Criterion 2: The plat is consistent with the city comprehensive plan.

The future land use designation for the subject site includes three separate designations: Neighborhood 2, Neighborhood 3, and Mixed Use Center. **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. The plat meets this criteria as this area proposes the largest single family residential lots.

Neighborhood 3 borders areas of more intense commercial uses and should include a variety of scales and missing middle housing types that provide a transition from the Neighborhood 2 place type to primarily non-residential or mixed use areas. In general, the most intense densities should be found in areas that are near and well connected to those commercial services. The plat meets this criteria as this area has quasi-public lots such as the school site that help transition from the commercial to the residential. It also has smaller denser residential lots than the area to the north.

Mixed Use Centers are hubs of intense commercial activities that attract people from all over the City and beyond. They are located on Caldwell's most heavily trafficked roads and provide a transition from these roadways to less intense areas. Development patterns are denser than surrounding areas and increase in intensity around infrastructure such as transit lines. 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. The plat meets this criteria with commercial along the entire 20/26 frontage.

The plat proposes a mix of low and mid-density, one and two-story housing types. The single-family attached townhomes are proposed to be located interior to the site as a whole and are wholly within the existing R-2 zoning, closer to the proposed commercial lots. Further, the attached, alley-loaded product is proposed as being no more than two units attached and no more than two-story in height, continuing the house-scale building type within the development. Relatively small, single-family detached lots are proposed around the perimeter of the R-2 zoned area and act as a transition to the more traditional detached single-family lots proposed within the R-1 zone to the north. The proposed elevations show house-scale buildings across the board as no more than two units are attached throughout the site. The proposed land uses and design characteristics are consistent with the comprehensive plan. In addition, the proposed plat is consistent with the overall vision of the plan and advances or supports the following goals and policies:

Criterion 3: Public services and utilities are available or can be made available and are adequate to accommodate the proposed subdivision.

The Council reviewed the city staff report and listened to testimony from the applicant and the public.

Testimony from staff indicated that the proposed land uses would create new trips or demands on the roadway system that would necessitate some traffic mitigation improvements such as widening the half section of roadway adjacent to the site.

The Council confirmed with staff that the traffic mitigation improvements were listed as a condition of approval to ensure that the proposed development does not create deficiencies in service for existing users.

Based on the information provided and the evidence in record, the decision-making body found that adequate public facilities and services, including water supply, wastewater treatment,

stormwater management, transportation access, and emergency services, are available or can be reasonably extended to serve all proposed uses under the proposed zone.

Criterion 4: The plat consistent with the city transportation master plan.

The proposed subdivision plat has been evaluated against the transportation policies and roadway network identified in the City Transportation Master Plan. The development is proposing to construct the full street section width of Soaring Heights Drive through the development, which includes right-of-way dedication. Right-of-way dedication is required along Midland and if not already dedicated right-of-way may also be required to be dedicated along HWY 20/26 for the future ITD widening project.

The development is proposing multiple site accesses to classified roadways. According to the submitted plat, a new local street, Skygate, is proposed to connect to Midland approximately 0.4 miles from the Midland/HWY 20/26 intersection—Skygate is proposed as a local street but it appears no homes are taking direct access so it should function more like a collector and provide more efficient dispersal of vehicles to and from the proposed charter school site internal to the subdivision.

The development is also proposing a new collector street, Soaring Heights, from Midland to the project's west boundary for future connectivity. Access to individual lots is proposed via local streets and alleys. No direct residential lot access is proposed nor allowed to any of these classified roadways.

The development includes 11 commercial lots with specific access points not yet determined. The submitted Traffic Impact Study (TIS) did include a restricted access to 20/26 at the very SWC of the development that will have to be approved by ITD. In addition, the commercial lots were depicted within the TIS to have a restricted right-in/right-out access to Midland approximately 280' from the intersection to 20/26 and a full access to Midland approximately 620' from the intersection to 20/26. The Engineering Memo has stated specifically that none of these accesses for the proposed commercial lots are approved at this time and further coordination and analysis with ITD shall occur prior to approval of any construction drawings.

The street configuration and access points shown on the plat align with the planned roadway network and do not conflict with existing or planned transportation corridors. The proposed development will connect to the existing street system and will be required to construct or dedicate any necessary right-of-way and improvements in accordance with city engineering standards.

Based on this evaluation, the decision-making body finds that the proposed plat is consistent with the City Transportation Master Plan.

Criterion 5: The subdivision preserves natural, scenic, or historic features on the site that is being developed, if applicable.

The subject property was evaluated for the presence of natural, scenic, or historic features. The evidence in the record indicated that the site does not contain natural, scenic, or historic resources.

Based on the evidence provided, the decision-making body found that the subdivision preserves natural, scenic, or historic features on the site where such features exist.

ANALYSIS OF APPROVAL CRITERIA FOR A PLANNED UNIT DEVELOPMENT

Criterion 1: The planned unit development must be consistent with two (2) or more of the following instances:

a. The development offers a maximum choice of living environments by allowing a variety of housing and building types.

b. The development promotes mixed-use projects which are functionally integrated within the development and provides services for the primary use.

c. The development provides a layout which preserves and properly utilizes natural topography and geologic features, trees, scenic vistas or other vegetation.

d. Where a land parcel is constrained or otherwise limited by some obstacle, feature, geometry, condition, or easement that interferes with applying standard development processes.

e. The development is an infill development, on less than five (5) acres, that contributes a compatible design to the existing neighborhood.

In conclusion, the planned unit development met compliance with A and B of Criterion 1, thereby meeting the requirements of compliance with two (2) or more of the five (5) approval options for Criterion 1.

Criterion 2: The planned unit development shall be in accordance with all development standards within 10-13-02.

a. Changes: Changes in the development standards and bulk regulations of the underlying zone may be approved as per subsection 10-13-05 of this section.

b. Uses: Uses shall be limited to those uses which are permitted or specially permitted within the base zoning district. No more than 70% of the development shall be devoted to a single type of land use.

c. Residential Density: The number of dwelling units allowed in a planned unit development shall be calculated by multiplying the gross area and the dwelling units permitted in the underlying land use classification shown on the comprehensive plan map. A planned unit development shall be consistent with the density guidelines provided in the comprehensive plan and this chapter.

d. Residential Uses: Where a development is proposed to be exclusively residential, a variety of three (3) or more housing types or residential uses shall be included in a planned unit development regardless of the zoning classification of the district, provided that the overall density for the base zoning district is maintained. For the purposes of this section, single-family residential lots with an area difference of 200% or more shall qualify as separate housing types. No housing type shall provide fewer than 10% of the proposed dwelling units.

e. Commercial Uses: When planned unit developments include commercial uses, commercial buildings and establishments, the development shall be planned as groups having common parking areas and common ingress and egress points in order to reduce the number of potential accident locations at intersections. A planned unit development shall follow section 10-02-09-6 (buffers between land uses) of this chapter. The plan of the project shall

provide for the integrated and harmonious design of buildings, and for adequate and properly arranged facilities as reasonably necessary for internal traffic circulation.

f. Future Development: All areas designed for future development or expansion or not intended for immediate improvement shall be landscaped or otherwise maintained in a neat and orderly manner.

g. Required Setbacks: Townhomes within a planned unit development are permitted to have a 0' side yard setback.

h. Clustering: Every clustered area developed under the planned unit development approach should be designed to abut upon common open space or recreational amenities. Clustering is desired in mixed unit developments.

i. Parking: Off-street parking shall be provided in accordance with the parking requirements as specified by 10-02-05 of this chapter.

j. Access: All lots developed as single-family residential lots shall front or shall have frontage along a public roadway or common driveway. All other lots developed for residential purposes shall front a public roadway or shall utilize common driveways as regulated by Section 11-03-02 or shall comply with Section 10-14-02.

k. Ownership: A planned unit development shall be under single ownership/control during the planning and developmental stage to ensure that the development can be accomplished in a unified manner. A PUD developer may sell a portion of an approved PUD if the purchaser submits a notarized letter to the planning and zoning director stating that he/she reviewed the order of decision, development agreement, phasing plan, and all other applicable materials and agrees to comply with all conditions of approval.

l. Planned Unit Development Size: Unless the site qualifies as an infill development, the overall site shall consist of a minimum gross area of ten (10) acres.

m. Phasing Plan: The applicant shall submit a phasing plan for all features and amenities in a planned unit development. The phasing plan shall be approved by the city council and may be amended by the planning and zoning director and city engineer. A staff level denial of a requested amendment may be appealed to the city council.

n. Classification Of Uses: More than one classification of uses and more than one use within these classifications shall be permitted on a lot or parcel within the same building or different buildings if the proposed individual uses are permitted uses. Any special uses will be heard as part of the planned unit development hearing process.

In conclusion, the planned unit development adheres to the above described code sections and is therefore in compliance with Criterion 2.

DECISION

Based on the Findings of Fact, Conclusions of Law, and Reasoned Statement(s) contained herein, the City Council hereby:

☐ APPROVES the application

☒ APPROVES WITH CONDITIONS

☒ APPROVES WITH DEVELOPMENT AGREEMENT

☐ DENIES the application

CONDITIONS OF APPROVAL

Specific Requirements:

1. No building permits shall be issued for any structures in this development prior to installation of a traffic light at the intersection of State Highway 20/26 and Midland Blvd. as detailed in the engineering memo.
2. Prior to signature of the final plat, the applicant shall provide a plat note stating that there is a heavy industrial user immediately adjacent to the development. Additionally, the applicant shall work with the title company to ensure that future buyers are aware of the potential impacts the site could have on this development.
3. The applicant shall be responsible for improvements along Midland Blvd. on outparcel R3412400000, provided necessary right-of-way can be obtained, as detailed in the engineering memo.
4. Future development of the subject parcels, as outlined within this report and the submitted application, shall be substantially consistent with the approved preliminary plat, landscape plan, open space exhibit, pathway exhibit, conceptual elevations, recorded Development Agreement (as amended), and narrative outlining the Planned Unit Development request and deviations.
5. The Developer, Brighton Development, has agreed to donate Lot 2, Block 11, to the City of Caldwell at no cost, for future construction of a new Caldwell Fire Station. Said lot shall be no less in area than what is depicted as 84,188 sf, or approximately 1.933 acres. The Developer shall complete all grading, frontage improvements, and installation of utility services to the lot to deliver the lot in a "turnkey" condition that is suitable for immediate construction no later than phase 2 of the Aviary Heights Subdivision.
6. Lot 1, Block 11 (approximately 7.3 acres), as depicted on the preliminary plat, shall be reserved for the proposed Gem Prep charter school. If this school is not constructed per the agreement between the developer and Gem Prep, said lot shall be reserved for a future public/quasi-public use. To remove this condition, a Development Agreement Modification application will be required.
7. Future commercial uses shall be reviewed for compliance with all Caldwell City Code and zoning standards at the time of development of each commercial lot.
8. Prior to building permit submittal or construction drawing submittal, whichever is first, for the proposed Gem Prep charter school on Lot 1, Block 11, the Developer shall coordinate with the school and City to identify the appropriate and relevant school crossings for safe routes to schools throughout the development. Developer shall be responsible for installation of these crosswalks within each relevant phase.
9. The required Midland Boulevard arterial street buffer adjacent to the commercial lots within the H-C zone shall be constructed no later than Phase 2 of the residential portion of the Aviary Heights Subdivision.

10. Prior to the City Council hearing, the landscape plans shall be revised to include the required and proposed groundcover percentages of grass/sod, shrub beds, and any non-vegetative groundcover for all street buffers and pathways, per 10-02-09 of Caldwell City Code.

11. Prior to construction drawing and final plat submittal for each phase, an Alternative Methods of Compliance application shall be submitted to verify street buffer widths and measurement point.

12. At the time of construction drawing and final plat submittal for each phase, landscape plans shall identify fencing along the west boundary to separate the development and linear park pathway from the railroad right-of-way and the outparcel (R343123, 10224 HWY 20/26) for increased safety. Type of fencing shall be reviewed at this time.

13. At the time of construction drawing and final plat submittal for each phase, landscape plans shall identify and depict the required number of shrubs for all street buffers and pathways, per 10-02-09 of Caldwell City Code.

14. At time of construction drawing and final plat submittal for each phase, landscape plans shall identify all required public pathway amenities (benches, trash receptacles, lighting, etc.) as described in 10-02-09-7 of Caldwell City Code.

15. The required segment of the Tri-City Corridor linear park pathway proposed within the commercial area of the preliminary plat (depicted as Lots 1 & 12, Block 13 at this time) shall be constructed at the time of commercial lot development or within one (1) year of the last residential phase of development, whichever occurs first.

16. *Site Plan, Building Elevations and Landscape Plans:* The site plan, building elevations, and landscape plan submitted and presented to the deciding during the public hearing are hereby incorporated by reference and approved as part of the subject applications, including any modifications requested by the deciding body. The final approved site plan, building elevation, and landscape plan approved by the deciding body as part of the approval will be incorporated into the Findings of Fact, Conclusions of Law and Reasoned Decision.

    1. Any modification to the approved plans shall be reviewed by the Director for consistency with the approval and applicable code provisions. If the City determines that any such modifications materially alter the approved design, layout or intensity of use shall require additional public comment, through a formal public hearing, 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.

    2. The Director may require an additional public hearing before the original decision-making body if the proposed modification involves an issue that was raised, deliberated, or identified as a concern during the original public hearing.

17. *Development Agreement:* The signed and notarized development agreement shall be submitted to the City prior to the recording of the ordinance of annexation or rezone. The development agreement shall be received within fourteen (14) days of the approval of modification. If the development agreement is not received within 14 days, the Development Agreement Modification may need to be reconsidered by the City Council and may result in a loss of the approved entitlements.

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 at the time of development, unless specifically stated otherwise in a Development Agreement or in the Order of Decision. 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. *Nuisance Violations:* 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, will require the submission of an application for modification and approval of that application prior to commencing any change.

Site Design and Development Standards:

1. *Bulk and Dimensional Standards:* All new construction shall comply with the current bulk and dimensional standards schedule in effect at the time the building permit is filed, excluding any deviations/modifications approved through the planned unit development and/or development agreement.
2. *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.
3.

Landscaping Specific Requirements:

1. *Compliance:* The applicant shall comply with all landscaping requirements based on Caldwell City Code.

2. *Landscape Maintenance:* All required landscaping and screening devices shall be continuously maintained in a healthy, living, safe, and attractive condition, and shall be free of weeds, dead or diseased plant materials, and debris. Any dead, dying, or diseased plant materials shall be promptly replaced in kind or with alternatives approved by Planning and Zoning.

3. *Homeowner's Association:* The homeowner's association 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:

4.

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

Subdivision Specific Requirements:

1. *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.

2. *Subdivision 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 built 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. *Plat Expirations:* Final plats must be submitted for approval within twenty-four (24) months of the date of signature on the approving order of decision for the preliminary plat; and Final plats must be recorded for a single-phase development or for the first phase of a multi-phase development within twenty-four (24) months of the date of signature on the approving order of decision for the final plat. For phased subdivisions, see 11-02-02 (1).

4. *Final Plat Submission:* Final plat applications shall be submitted to planning and zoning at the same time as the application for review of construction drawings has been submitted to the engineering department.

5. *Approved Subdivision Name:* No changes to an approved subdivision name shall occur unless a request is initiated through the filing of an application for a "Subdivision Name Change Request", and subsequently reviewed and approved by City of Caldwell Mapping and Planning and Zoning, at an administrative staff level. In making application, the application shall file a completed application with Planning and Zoning on forms prescribed by the department accompanied by such data and information necessary to assure the fullest presentation of facts, as determined by the Director. Subdivision name change requests shall follow the following process:

   5. Subdivision Name Change Requests; Prior to Final Plat Submission: If approved, an amended preliminary plat will need to be submitted to the Planning and Zoning Department with the reflected subdivision name change prior to the approval of construction drawings. All construction drawings and final subdivision plats shall reflect the new approved subdivision name.

   6. Name Change Requests; Prior to Final Plat Recording: If approved, an amended final plat drawings and mylars will need to be submitted to the Planning and Zoning Department with the reflected subdivision name change prior to signature of the final plat.

   7. Name Change Requests; After Final Plat Recording: If approved, an amended final plat drawing indicating the new subdivision name OR an Affidavit of Correction indicating that the plat is otherwise known as "insert the new approved subdivision name", shall be recorded at the county recorder's office. Once the plat or affidavit is recorded, a copy of the recorded plat or affidavit shall be provided to the Planning and Zoning Department.

6. *Approved Street Names, Street Layout, Lot and Block Numbering, and Subdivision Phasing Plan:* No changes to the original approved street names, street layout and configuration, lot and block numbering, or subdivision phasing plan shall occur without prior approval from the City of Caldwell Mapping Division. Any substantial changes from what was originally approved may require additional public hearings.

Planned Unit Development Specific Requirements:

1. *PUD Ownership:* A planned unit development shall be under single control during the planning and developmental stage to ensure that the development can be accomplished in a unified manner and all shared amenities, open space, and pathways are constructed.

2. *PUD Amenities:* A minimum of 50% of the amenities shall be completed with the first 80% of building permits issued for the entire development. All amenities shall be completed prior to the final landscape inspection for street buffers and open space.

3. *PUD Expiration:* The completion of the first phase of a planned unit development shall take place within three (3) years of the signature date on the order of decision approving the planned unit development or said approval shall become null and void. For each phase after the first phase

there shall be an allowed one-year time frame per phase for completion. Should any phase not be completed within its one-year time frame, approval on the uncompleted portion of the planned unit development shall become null and void. Exceptions to the time frames may be granted at the time of original approval of the planned unit development, provided said exceptions are requested in the initial application.

SIGNATURES

PASSED BY THE CITY COUNCIL OF THE CITY OF CALDWELL THIS 6th DAY OF July, 2026.

_____

Eric Phillips, Mayor

ATTEST:

_____

Kristina Buchan, City Clerk

NOTICE OF RIGHTS

Any affected person aggrieved by a final decision of the City Council may seek reconsideration, with the exception of owner-consented annexations. Owner-consented annexations are not subject to judicial review in accordance with Chapter 2, Title 50, Idaho Code.

Any applicant or affected person seeking 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 of such decision. Such written request must identify specific deficiencies in the decision for which reconsideration is sought in accordance with 10-03-12 (4) G 4 (A) of Caldwell City Code.

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.

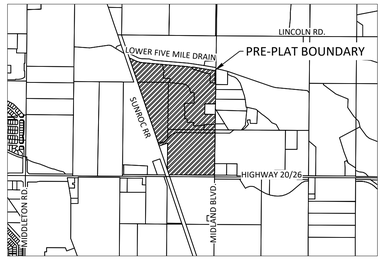
The applicant has the right to request a regulatory taking analysis pursuant to Idaho Code Section 67-8003. Any affected person aggrieved by a final decision concerning matters identified in Idaho Code Section 67-6521(1)(a) may, within twenty-eight (28) days after all remedies have been exhausted under local ordinances, seek judicial review under the procedures provided by Chapter 52, Title 67, Idaho Code.

Reconsideration/Appeal fees do apply.

PRELIMINARY PLAT SHOWING
AVIARY HEIGHTS SUBDIVISION

SITUATED IN A PORTION OF THE SE1/4 OF SECTION 20,
TOWNSHIP 4 NORTH, RANGE 2 WEST
CITY OF CALDWELL, CANYON COUNTY, IDAHO

VICINITY MAP : 1" = 2,000'



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	653.70'	234.26'	20°31'58"	S74°26'41"E	233.01'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S18°47'34"E	205.26'
L2	S71°12'51"W	247.65'
L3	S80°18'37"E	143.98'
L4	N08°40'10"E	15.88'
L5	N89°26'35"W	25.00'
L6	S89°31'46"E	297.22'
L7	N00°46'19"E	293.11'
L8	S89°31'46"E	297.22'

SURVEY CONTROL NOTES

1. ALL SURVEY DATA IS BASED ON THE NAD83 STATE PLANE COORDINATE SYSTEM (IDAHO WEST 1103) AND VERTICAL (NAVD88) DATUM.

LEGEND

- BOUNDARY LINE
- OFFSITE PROPERTY LINE
- LOT LINE
- SECTION LINE
- R-1 — PROPERTY ZONE
- (10) — LOT NUMBER
- COMMON LOT (LANDSCAPE)
- PHASE LINE BOUNDARY

DEVELOPER/OWNER
BRIGHTON DEVELOPMENT INC.
2929 W. NAVIGATOR DR., SUITE 400
MERIDIAN, IDAHO 83642
PHONE: (208) 378-4000
CONTACT: JON WARDLE
EMAIL: jwardle@brightoncorp.com

ENGINEER/SURVEYOR/LANDSCAPE
KM ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE: (208) 639-6939
CONTACT: SHADOW JUNGENBERG, P.E.
EMAIL: sjungenberg@kmengllp.com

0 150 300 450
Plan Scale: 1" = 150'

PRELIMINARY PLAT DATA

TOTAL SITE LOT DATA

TOTAL SITE AREA	124.623 ACRES
CURRENT ZONING	R-1, R-2, H-C
PROPOSED ZONING	R-1, R-2, H-C
COMPREHENSIVE PLAN DESIGNATION	LOW DENSITY, MEDIUM DENSITY RESIDENTIAL AND HIGHWAY CORRIDOR
R-1 RESIDENTIAL LOTS:	160
R-2 RESIDENTIAL LOTS:	145
TOTAL RESIDENTIAL LOTS:	305
H-C COMMERCIAL LOTS	11
COMMON LOTS – LANDSCAPE	45
COMMON LOTS – ALLEY	3
COMMON LOTS – SHARED DRIVEWAY	7
FIRE DEPARTMENT LOT	1
SCHOOL LOTS	1
TOTAL LOTS	373

RESIDENTIAL R-1 AREA SITE DATA

R-1 DATA:	
CURRENT ZONING	R-1
PROPOSED ZONING	R-1
COMPREHENSIVE PLAN DESIGNATION	LOW DENSITY RESIDENTIAL
R-1 LOT DATA:	
R-1 RESIDENTIAL LOTS:	160
COMMON LOTS – LANDSCAPE	25
COMMON LOTS – SHARED DRIVEWAY	3
TOTAL LOTS – RESIDENTIAL R1	188
BUILDABLE LOT AREA	29.332 ACRES
COMMON LOT AREA	9.405 ACRES
RIGHT-OF-WAY AREA	12.713 ACRES
TOTAL AREA ZONED R-1	51.450 ACRES
R-1 DENSITY DATA:	
GROSS DENSITY	3.110 UNITS/ACRE
NET DENSITY	5.454 UNITS/ACRE
AVERAGE R-1 LOT SIZE	7,985 SF
MINIMUM R-1 LOT SIZE	6,480 SF

RESIDENTIAL R-2 AREA SITE DATA

R-2 DATA:	
CURRENT ZONING	R-2
PROPOSED ZONING	R-2
COMPREHENSIVE PLAN DESIGNATION	MEDIUM DENSITY RESIDENTIAL
R-2 LOT DATA:	
R-2 RESIDENTIAL LOTS:	145
COMMON LOTS – LANDSCAPE	20
COMMON LOTS – SHARED DRIVEWAY	4
COMMON LOTS – ALLEY	3
TOTAL LOTS – RESIDENTIAL R2	172
BUILDABLE LOT AREA	10.692 ACRES
COMMON LOT AREA	4.595 ACRES
RIGHT-OF-WAY AREA	7.462 ACRES
TOTAL AREA ZONED R-2	22.749 ACRES
R-2 DATA	
GROSS DENSITY	6.374 UNITS/ACRE
NET DENSITY	13.561 UNITS/ACRE
AVERAGE R-2 LOT SIZE	3,212 SF
MINIMUM R-2 LOT SIZE	1,874 SF

COMMERCIAL H-C AREA SITE DATA

H-C DATA:	
BUILDABLE LOT AREA	33.075 ACRES
COMMON LOT AREA	0.000 ACRES
RIGHT-OF-WAY AREA	4.166 ACRES
TOTAL AREA ZONED H-C	37.241 ACRES
H-C COMMERCIAL LOTS	11

NON RESIDENTIAL AREA SITE DATA

NON-RESIDENTIAL DATA:	
COMMON LOTS	1
FIRE DEPARTMENT LOT	1
SCHOOL LOTS	1
TOTAL NON RESIDENTIAL LOTS	3
COMMON AREA	2.649 ACRES
SCHOOL LOT AREA	7.301 ACRES
FIRE LOT AREA	1.932 ACRES
ROW AREA	1.301 ACRES
TOTAL AREA NON RESIDENTIAL	13.183 ACRES

REFER TO THE QUALIFIED OPEN SPACE EXHIBIT FOR ADDITIONAL INFORMATION.

SHEET INDEX

SHEET NO.	SHEET TITLE
PP1.0	COVER
PP1.1	PHASING PLAN
PP1.2	EXISTING CONDITIONS
PP2.0	PLAT LAYOUT – PHASE 1
PP2.1	PLAT LAYOUT – PHASE 2 & 4
PP2.2	PLAT LAYOUT – PHASE 3
PP2.3	PLAY LAYOUT – PHASE 5
PP3.0	ENGINEERING LAYOUT – PHASE 1
PP3.1	ENGINEERING LAYOUT – PHASE 2 & 4
PP3.2	ENGINEERING LAYOUT – PHASE 3
PP3.3	ENGINEERING LAYOUT – PHASE 5
PPL1.0	PRE-PLAT LANDSCAPE COVER
PPL2.0	PRE-PLAT LANDSCAPE PLAN
PPL3.0	PRE-PLAT LANDSCAPE PLAN
PPL4.0	PRE-PLAT LANDSCAPE PLAN
PPL5.0	PRE-PLAT LANDSCAPE PLAN
PPL6.0	PRE-PLAT LANDSCAPE PLAN
PPL7.0	PRE-PLAT FENCE PLAN
PPL8.0	PRE-PLAT FENCE PLAN
PPL9.0	PRE-PLAT NOTES & DETAILS

AVIARY HEIGHTS SUBDIVISION
CALDWELL, IDAHO
COVER

REVISIONS

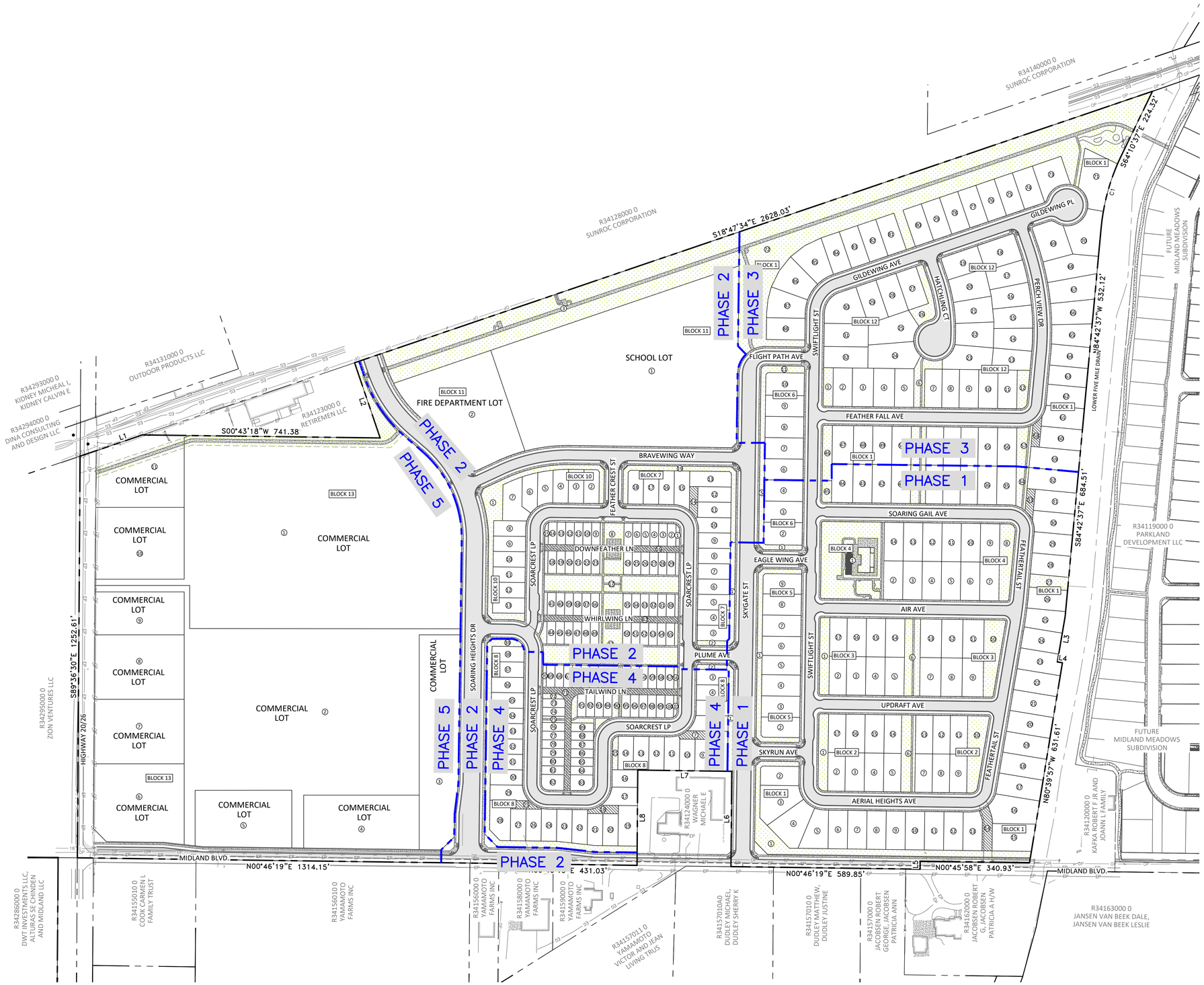
NO.	ITEM	DATE

PROFESSIONAL ENGINEER LICENSED 20593 3/30/26 STATE OF IDAHO SHADOW R.V. JUNGENBERG

km ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com

DATE: 03/30/26
PROJECT: 22-227
SHEET NO. PP1.0

P:\22-227\CAD\ENTITLEMENT PLANS\22-227 P-PLAT COVER.DWG, SHADOW (JUNGENBERG, 3/30/2026, ESTUDIO907 - COPY PC3, 24X36, 1 (PDF)



PROJECT SUMMARY

PHASE 1 (R-1 ZONING):

- SINGLE FAMILY RESIDENTIAL:	89 LOTS
- COMMON LOTS:	19 LOTS
- TOTAL LOTS:	108 LOTS

PHASE 2 (R-2 ZONING):

- SINGLE FAMILY RESIDENTIAL:	75 LOTS
- COMMON LOTS:	14 LOTS
- FIRE STATION LOT:	1 LOT
- SCHOOL LOT:	1 LOT
- TOTAL LOTS:	91 LOTS

PHASE 3 (R-1 ZONING):

- SINGLE FAMILY RESIDENTIAL:	71 LOTS
- COMMON LOTS:	10 LOTS
- TOTAL LOTS:	81 LOTS

PHASE 4 (R-2 ZONING):

- SINGLE FAMILY RESIDENTIAL:	70 LOTS
- COMMON LOTS:	12 LOTS
- TOTAL LOTS:	82 LOTS

PHASE 5 (H-C ZONING):

- COMMERCIAL LOTS:	11 LOTS

TOTAL:

- SINGLE FAMILY RESIDENTIAL:	305 LOTS
- COMMON LOTS:	55 LOTS
- FIRE STATION LOT:	1 LOT
- SCHOOL LOT:	1 LOT
- COMMERCIAL LOTS:	11 LOTS

TOTAL LOTS: 373 LOTS

AVIARY HEIGHTS SUBDIVISION
CALDWELL, IDAHO
PHASING PLAN

REVISIONS

NO.	ITEM	DATE

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km ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com

DATE: 03/30/26
PROJECT: 22-227
SHEET NO. PP1.1

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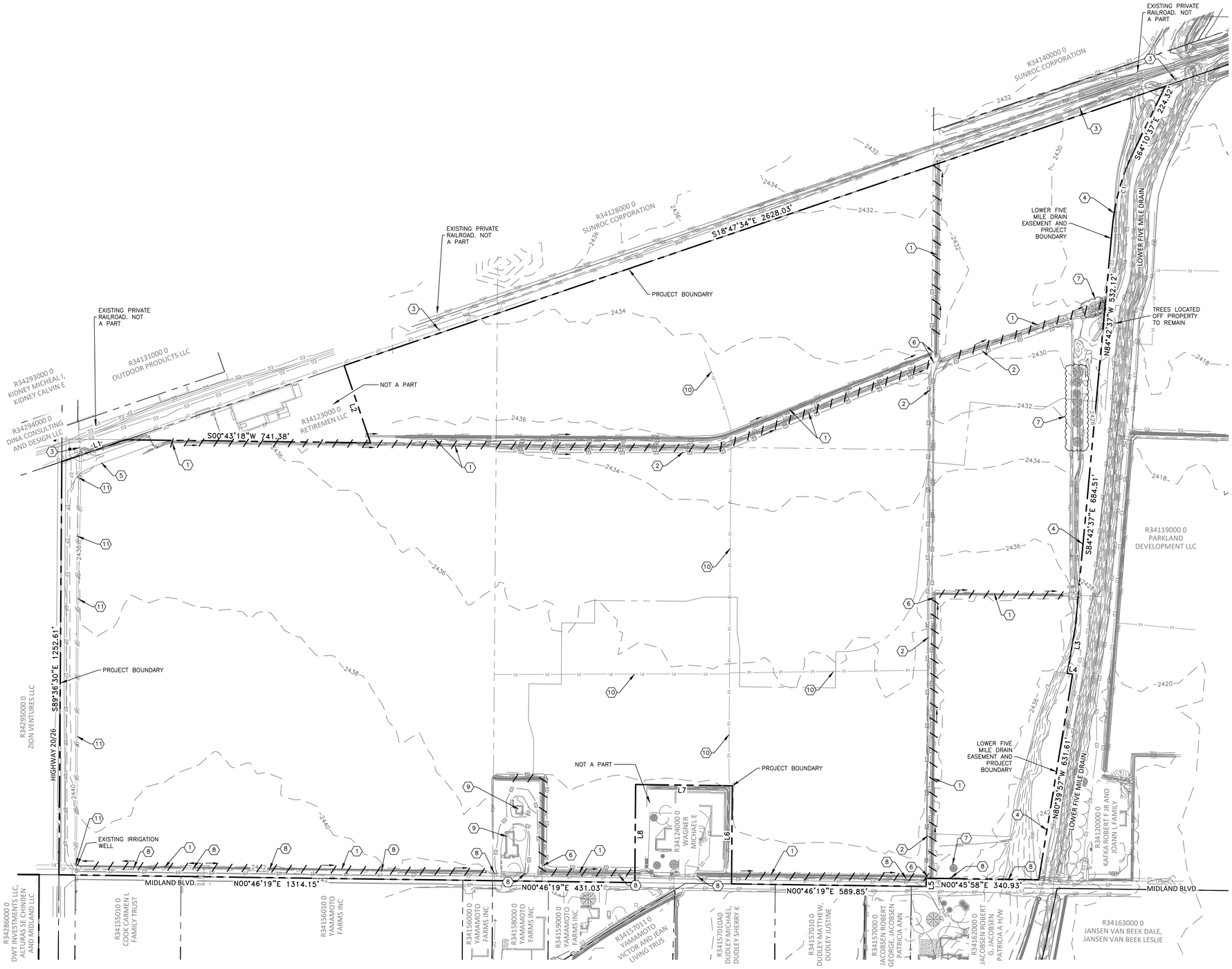


0 150 300 450

Plan Scale: 1" = 150'

LEGEND

- BOUNDARY LINE
- ADJACENT PROPERTY LINE
- EASEMENT LINE
- WATER LINE (SIZE AS NOTED)
- SANITARY SEWER LINE (SIZE AS NOTED)
- STORM DRAIN LINE (SIZE AS NOTED)
- GRAVITY IRRIGATION LINE (SIZE AS NOTED)
- PRESSURE IRRIGATION LINE (SIZE AS NOTED)
- EDGE OF PAVEMENT
- DITCH REMOVAL
- WATER VALVE
- FIRE HYDRANT
- WATER METER
- IRRIGATION VALVE
- IRRIGATION MANHOLE
- SEWER MANHOLE
- SEWER CLEAN-OUT
- SAND & GREASE TRAP
- CURB INLET
- STORM MANHOLE
- LIGHT POLE

KEYNOTES (TYPICAL)

1. EXISTING IRRIGATION DITCH TO BE (#) RELOCATED AND WILL EITHER BE PIPED OR REMAIN OPEN PER FUTURE ENGINEERING PLANS.
2. GRAVEL ROAD TO BE REMOVED. IF REQUIRED, ACCESS TO ADJACENT PROPERTY SHALL BE MAINTAINED DURING CONSTRUCTION.
3. RETAIN AND PROTECT OVERHEAD POWER TRANSMISSION LINE.
4. LOWER FIVE MILE DRAIN EASEMENT. DO NOT ENCROACH.
5. GRAVEL ENTRANCE TO 'GOOD YEAR' SITE TO BE RETAINED AND PROTECTED. ACCESS TO ADJACENT GOODYEAR PROPERTY SHALL BE MAINTAINED DURING CONSTRUCTION.
6. REMOVE GRAVITY IRRIGATION PIPE.
7. TREES TO BE REMOVED.
8. FRONTAGE POWER LINES ALONG MIDLAND BLVD TO BE RELOCATED IN FUTURE.
9. EXISTING HOME AND ANY OUT BUILDINGS TO BE REMOVED AND DISPOSED OF OFFSITE PER STATE STANDARDS.
10. REMOVE EXISTING GATED PIPE.
11. EXISTING POWER LINES ALONG HIGHWAY 20/26 TO REMAIN. PROTECT IN PLACE.

AVIARY HEIGHTS SUBDIVISION
CALDWELL, IDAHO
EXISTING CONDITIONS

REVISIONS

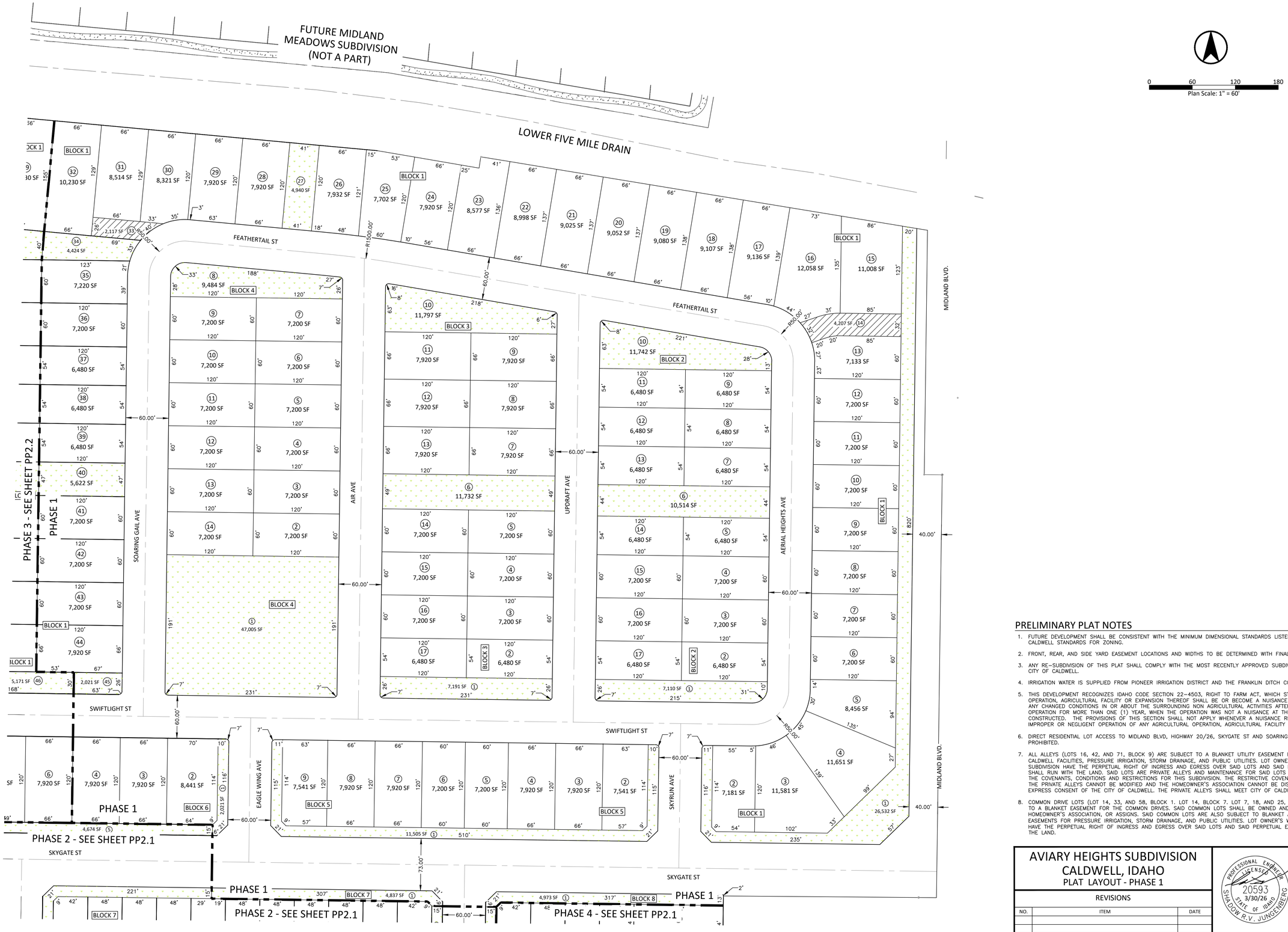
NO.	ITEM	DATE

PROFESSIONAL ENGINEER LICENSED 20593 3/30/26 STATE OF IDAHO SHADOW R.V. JUNGENBERG

km ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com

DATE: 03/30/26
PROJECT: 22-227
SHEET NO. PP1.2

P:\22-227\CAD\ENTITLEMENT PLANS\22-227 P-PLAT EXISTING CONDITIONS.DWG, SHADOW (JUNGENBERG, 3/30/2026, ESTUDIO907 - COPY PC3, 24X36 L) [PDF]



PRELIMINARY PLAT NOTES

1. FUTURE DEVELOPMENT SHALL BE CONSISTENT WITH THE MINIMUM DIMENSIONAL STANDARDS LISTED BY THE CITY OF CALDWELL STANDARDS FOR ZONING.
2. FRONT, REAR, AND SIDE YARD EASEMENT LOCATIONS AND WIDTHS TO BE DETERMINED WITH FINAL PLAT.
3. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE MOST RECENTLY APPROVED SUBDIVISION STANDARDS OF THE CITY OF CALDWELL.
4. IRRIGATION WATER IS SUPPLIED FROM PIONEER IRRIGATION DISTRICT AND THE FRANKLIN DITCH COMPANY.
5. THIS DEVELOPMENT RECOGNIZES IDAHO CODE SECTION 22-4503, RIGHT TO FARM ACT, WHICH STATES 'NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NON AGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHENEVER A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF ANY AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF'.
6. DIRECT RESIDENTIAL LOT ACCESS TO MIDLAND BLVD, HIGHWAY 20/26, SKYGATE ST AND SOARING HEIGHTS ST IS PROHIBITED.
7. ALL ALLEYS (LOTS 16, 42, AND 71, BLOCK 9) ARE SUBJECT TO A BLANKET UTILITY EASEMENT FOR THE CITY OF CALDWELL FACILITIES, PRESSURE IRRIGATION, STORM DRAINAGE, AND PUBLIC UTILITIES. LOT OWNER'S WITHIN THIS SUBDIVISION HAVE THE PERPETUAL RIGHT OF INGRESS AND EGRESS OVER SAID LOTS AND SAID PERPETUAL EASEMENT SHALL RUN WITH THE LAND. SAID LOTS ARE PRIVATE ALLEYS AND MAINTENANCE FOR SAID LOTS IS AS PROVIDED FOR IN THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR THIS SUBDIVISION. THE RESTRICTIVE COVENANT FOR MAINTENANCE OF THE PRIVATE ALLEYS CANNOT BE MODIFIED AND THE HOMEOWNER'S ASSOCIATION CANNOT BE DISSOLVED WITHOUT THE EXPRESS CONSENT OF THE CITY OF CALDWELL. THE PRIVATE ALLEYS SHALL MEET CITY OF CALDWELL CODE.
8. COMMON DRIVE LOTS (LOT 14, 33, AND 58, BLOCK 1. LOT 14, BLOCK 7. LOT 7, 18, AND 25, BLOCK 8) ARE SUBJECT TO A BLANKET EASEMENT FOR THE COMMON DRIVES. SAID COMMON LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION, OR ASSIGNS. SAID COMMON LOTS ARE ALSO SUBJECT TO BLANKET ACCESS AND UTILITY EASEMENTS FOR PRESSURE IRRIGATION, STORM DRAINAGE, AND PUBLIC UTILITIES. LOT OWNER'S WITHIN THIS SUBDIVISION HAVE THE PERPETUAL RIGHT OF INGRESS AND EGRESS OVER SAID LOTS AND SAID PERPETUAL EASEMENT SHALL RUN WITH THE LAND.

AVIARY HEIGHTS SUBDIVISION
CALDWELL, IDAHO
PLAT LAYOUT - PHASE 1

REVISIONS

NO.	ITEM	DATE

PROFESSIONAL ENGINEER LICENSED 20593 3/30/26 STATE OF IDAHO SHADOW R.V. JUNGENBERG

km ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com

DATE: 03/30/26
PROJECT: 22-227
SHEET NO. PP2.0

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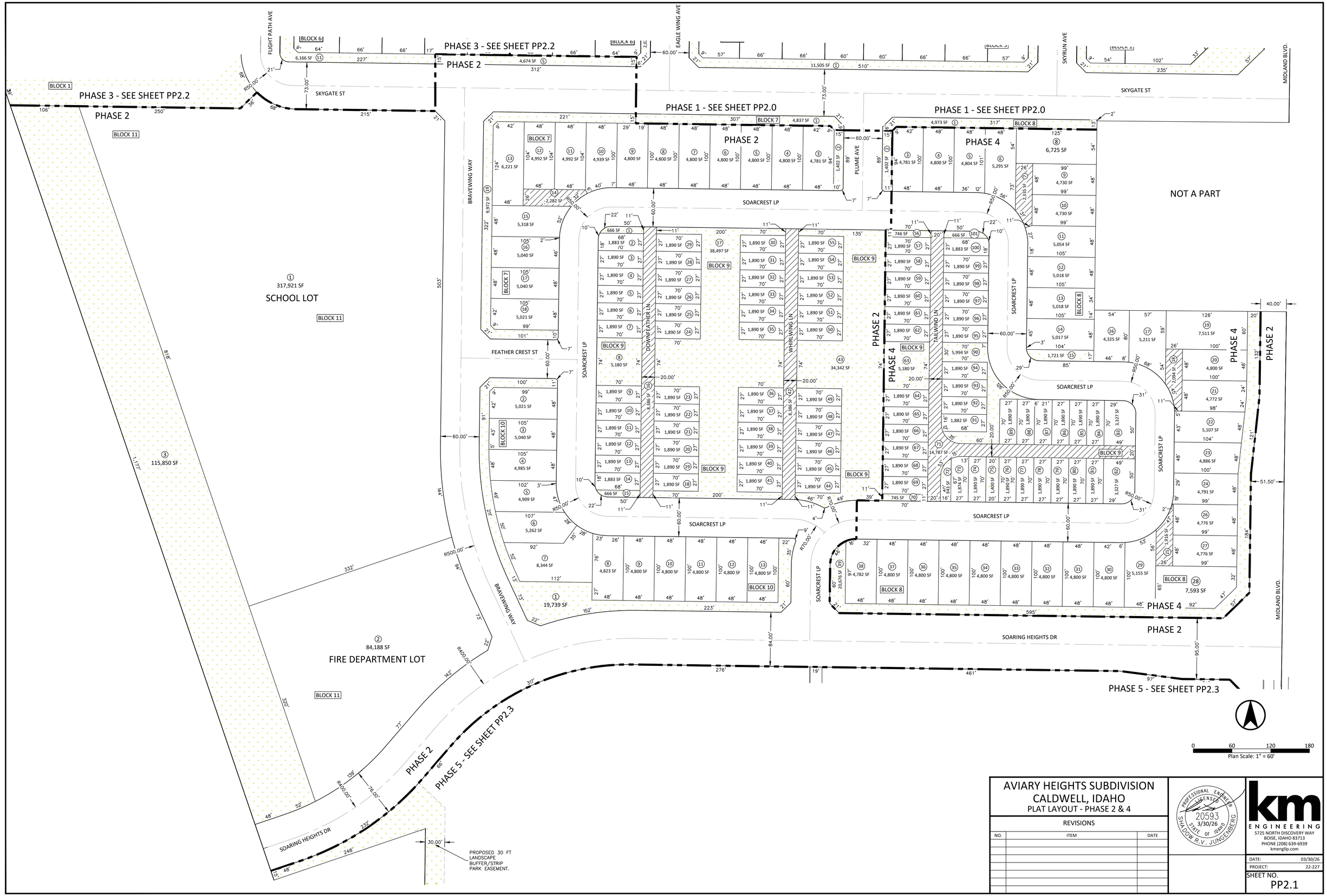

AVIARY HEIGHTS SUBDIVISION
CALDWELL, IDAHO
PLAT LAYOUT - PHASE 2 & 4

REVISIONS

NO.	ITEM	DATE

PROFESSIONAL ENGINEER LICENSED 20593 3/30/26 STATE OF IDAHO SHADOW R.V. JUNGENBERG

km ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com

DATE: 03/30/26
PROJECT: 22-227
SHEET NO. PP2.1

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AVIARY HEIGHTS SUBDIVISION
CALDWELL, IDAHO
PLAT LAYOUT - PHASE 3

REVISIONS

NO.	ITEM	DATE

PROFESSIONAL ENGINEER LICENSED 20593 3/30/26 STATE OF IDAHO SHADOW R.V. JUNGENBERG

km ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com

DATE: 03/30/26
PROJECT: 22-227
SHEET NO. PP2.2

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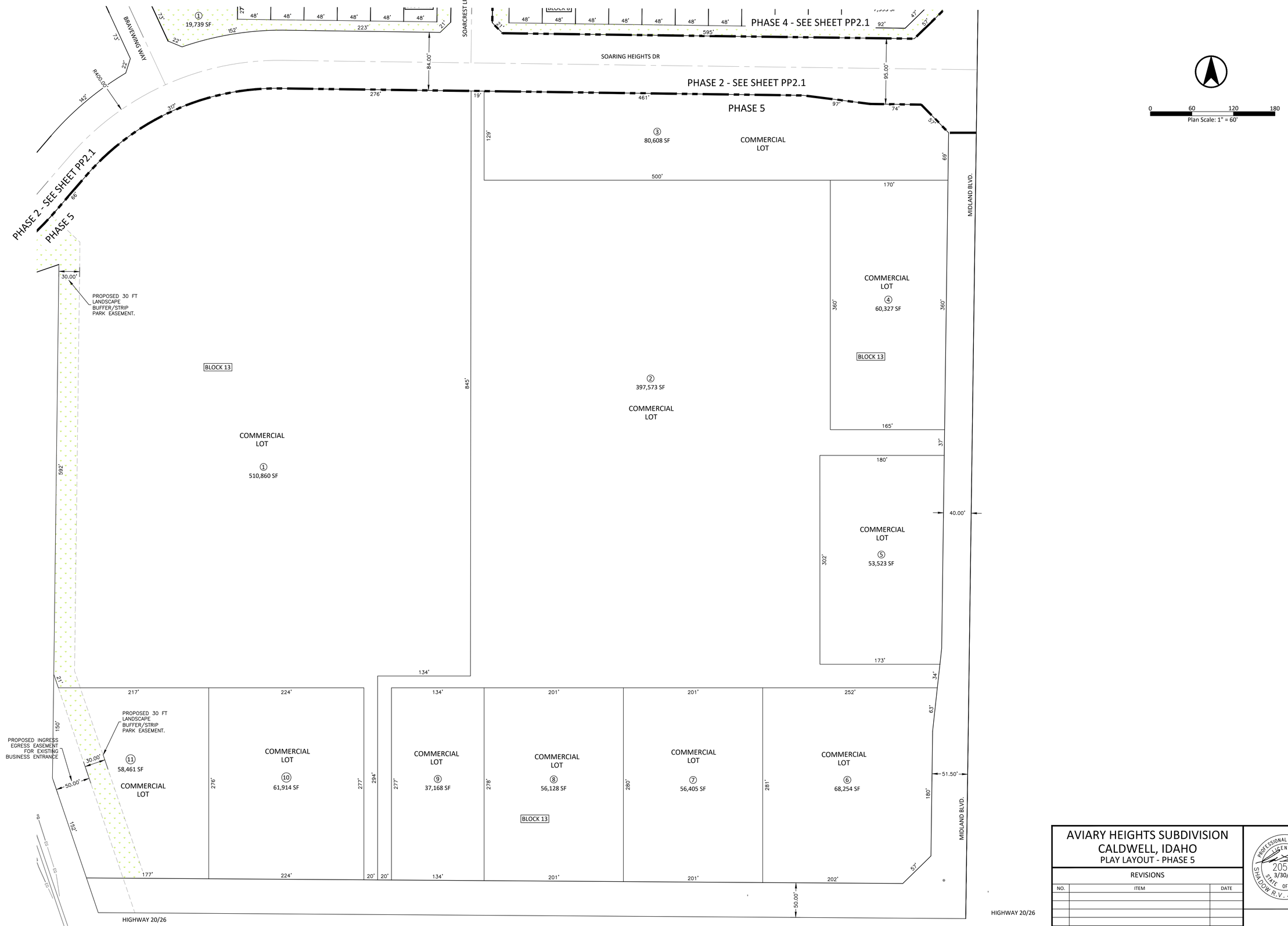

AVIARY HEIGHTS SUBDIVISION
CALDWELL, IDAHO
PLAY LAYOUT - PHASE 5

REVISIONS

NO.	ITEM	DATE

PROFESSIONAL ENGINEER LICENSED 20593 3/30/26 STATE OF IDAHO SHADOW R.V. JUNGENBERG

km ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com

DATE: 03/30/26
PROJECT: 22-227
SHEET NO. PP2.3

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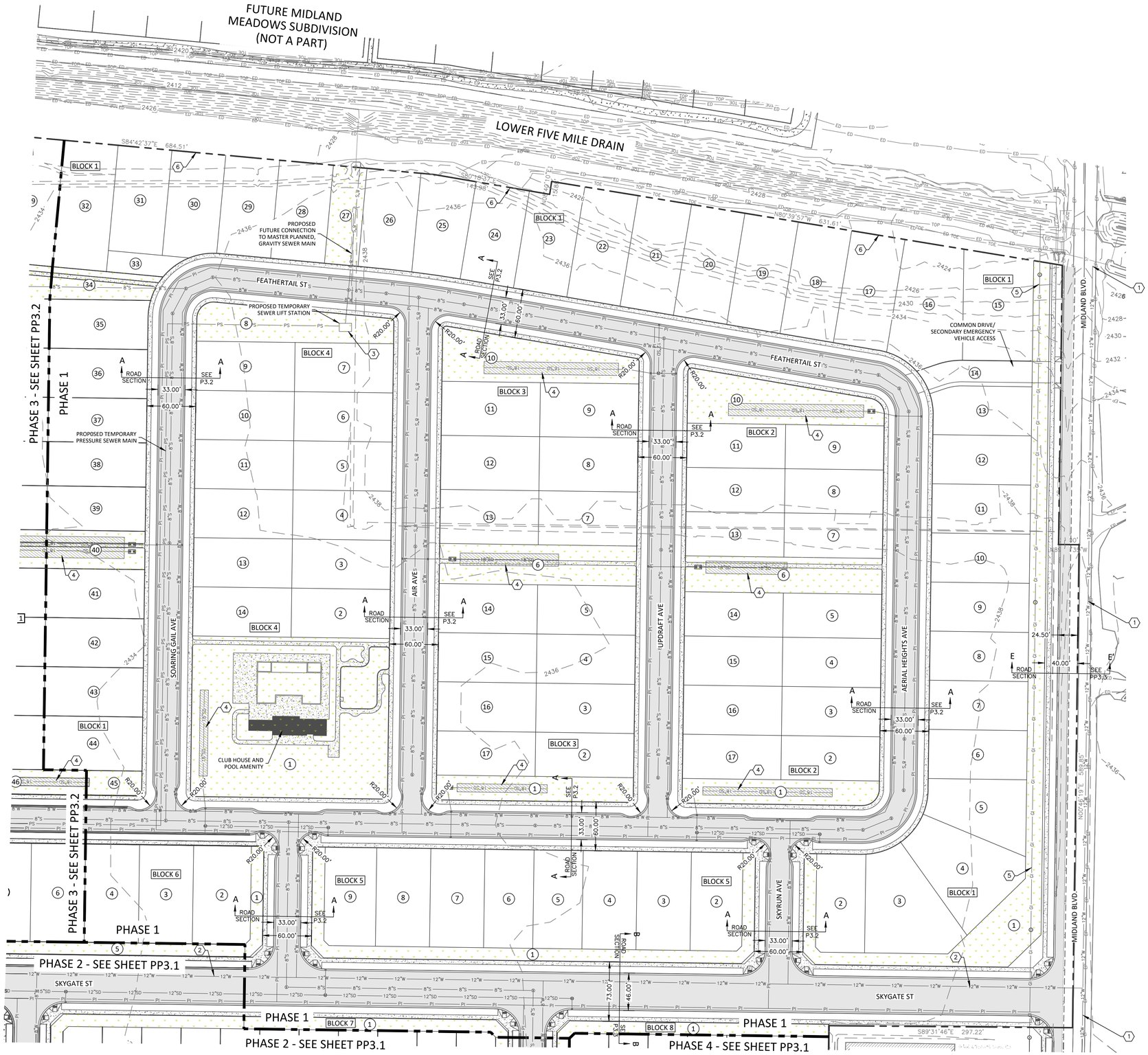

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Plan Scale: 1" = 60'

PRELIMINARY ENGINEERING NOTES

1. DOMESTIC WATER SERVICE WILL BE PROVIDED BY CITY OF CALDWELL. WATER MAINS WILL BE LOOPED THROUGHOUT THE SUBDIVISION CONNECTING TO THE PLANNED WELL LOCATED OFFSITE NEAR THE NORTH WEST CORNER OF THE SITE.
2. SANITARY SEWER SERVICE WILL BE PROVIDED BY THE CITY OF CALDWELL. THE PROJECT WILL BE PERMANENTLY SERVED BY A MASTER PLANNED GRAVITY SEWER MAIN CONNECTING TO THE LINCOLN ROAD TRUNK MAIN. A TEMPORARY LIFT STATION AND PRESSURE MAIN WILL PROVIDE SUBDIVISION ACCESS TO SEWER INFRASTRUCTURE AND WILL DRAIN SANITARY SEWER TO THE SEWER MAIN INSTALLED IN HIGHWAY 20/26..
3. WATER, SEWER AND PRESSURE IRRIGATION LINE SIZES AND LOCATIONS ARE PRELIMINARY AND SHALL BE DETERMINED WITH THE FINAL PLAT DESIGN PHASE.
4. ALL DOMESTIC WATER MAINS AND SANITARY SEWER WILL BE INSTALLED IN ACCORDANCE WITH THE IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY AND CITY OF CALDWELL REQUIREMENTS.
5. ALL STREETS SHOWN SHALL BE PUBLIC STREETS OWNED AND MAINTAINED BY THE CITY OF CALDWELL. ALL SHOWN ALLEYS AND COMMON DRIVES SHALL BE PRIVATELY OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION AND DESIGNED TO THE CITY OF CALDWELL'S STANDARDS.
6. STORM DRAINAGE FROM THE PRIVATE ALLEYS AND STREETS SHALL BE COLLECTED AND ROUTED TO STORM FACILITIES THAT MEET THE CITY OF CALDWELL'S REQUIREMENTS. THE PRIVATE AND PUBLIC STORM FACILITIES, SIZES, AND LOCATIONS ARE PRELIMINARY AND WILL BE ULTIMATELY DETERMINED WITH THE FINAL PLAT DESIGN PHASE.
7. THE PRESSURE IRRIGATION SYSTEM FOR THE PROJECT SHALL CONNECT TO THE AVIARY SUBDIVISION PRESSURE IRRIGATION IMPROVEMENTS. THE PROPOSED PRESSURE IRRIGATION SYSTEM SHOWN IS PRELIMINARY AND WILL BE DETERMINED WITH THE FINAL PLAT DESIGN PHASE.
8. CONSTRUCTION OF THE FOLLOWING IMPROVEMENTS WILL BE IN COMPLIANCE WITH THE STANDARD CALDWELL CONSTRUCTION NOTES: DRAINAGE, SEWER, WATER, AND PRESSURE IRRIGATION.
9. CITY OF CALDWELL SANITARY SEWER AND WATER EASEMENT LOCATIONS SHALL BE DETERMINED DURING THE FINAL PLAT DESIGN PHASE.
10. PUBLIC UTILITIES, PRESSURE IRRIGATION, AND DRAINAGE EASEMENTS SHALL BE DETERMINED DURING THE FINAL PLAT DESIGN PHASE.
11. THE STREETS AND ALLEYS SHALL BE CONSTRUCTED PER THE STREET SECTIONS SHOWN ON SHEET P3.2. THE PAVEMENT SECTION THICKNESS SHOWN IS PRELIMINARY AND SHALL BE DETERMINED DURING FINAL DESIGN.
12. PEDESTRIAN CROSSING LOCATIONS ALONG STREETS SHALL BE DETERMINED DURING FINAL DESIGN.
13. FIRE HYDRANTS AND STREET LIGHT LOCATIONS SHALL BE DETERMINED DURING THE FINAL DESIGN PHASE.

KEYNOTES (TYPICAL)

1. PROPOSED 12" WATER MAIN IN MIDLAND BLVD. AND STUB WATER MAIN FOR FUTURE EXTENSION.
2. PROPOSED 12" WATER MAIN IN LOCAL COLLECTOR SKYGATE ST. 12" MAIN TO EXTEND TO PLANNED WELLS SITE LOCATED OFFSITE NEAR NW CORNER OF SUBDIVISION.
3. PROPOSED TEMPORARY SEWER LIFT STATION AND PRESSURE SEWER MAIN. LIFT STATION AND PRESSURE SEWER MAIN TO BE ABANDONED WHEN PLANNED, GRAVITY MAIN INFRASTRUCTURE IS PRESENT FROM THE NORTH.
4. PROPOSED STORM DRAIN SEEPAGE BED.
5. PROPOSED GRAVITY IRRIGATION PIPED SYSTEM.
6. LOWER FIVE MILE DRAIN EASEMENT AND PROJECT BOUNDARY.

AVIARY HEIGHTS SUBDIVISION
CALDWELL, IDAHO
ENGINEERING LAYOUT - PHASE 1

REVISIONS

NO.	ITEM	DATE

PROFESSIONAL ENGINEER LICENSED 20593 3/30/26 STATE OF IDAHO SHADOW R.V. - JUNGENBERG

km ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com

DATE: 03/30/26
PROJECT: 22-227
SHEET NO. PP3.0

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PHASE 3 - SEE SHEET PP3.2
PHASE 2
PHASE 1 - SEE SHEET PP3.0
PHASE 4
PHASE 5 - SEE SHEET PP3.3
NOT A PART
SCHOOL LOT
FIRE DEPARTMENT LOT
FLIGHT PATH AVE
SKYGATE ST
EAGLE WING AVE
SKYRUN AVE
BRAVEWING WAY
PLUME AVE
MIDLAND BLVD.
SOARCREST LP
FEATHER CREST ST
DOWNFEATHER LN
WHIRLWIND LN
TAILWIND LN
SOARING HEIGHTS DR
BLOCK 1
BLOCK 7
BLOCK 8
BLOCK 9
BLOCK 10
BLOCK 11
ROAD SECTION
SEE P3.2
SEE P3.3
S89°31'46"E 297.22'
S71°12'51"W 247.65'
40.00'
24.50'
35.50'
51.50'

KEYNOTES (TYPICAL)

1. PROPOSED 12" WATER MAIN IN MIDLAND BLVD. AND STUB WATER MAIN FOR FUTURE EXTENSION.
2. PROPOSED 12" WATER MAIN IN LOCAL COLLECTOR SKYGATE ST. 12" MAIN TO EXTEND TO PLANNED WELLS SITE LOCATED OFFSITE NEAR NW CORNER OF SUBDIVISION.
3. PROPOSED 12" WATER MAIN INSTALLED IN COMMERCIAL COLLECTOR.
4. PROPOSED TEMPORARY PRESSURE SEWER MAIN. A PORTION OF THE PRESSURE SEWER MAIN IS PROPOSED TO RUN OFFSITE WITHIN THE NEIGHBORING PRIVATE RAILROAD PROPERTY. PRESSURE SEWER MAIN TO BE ABANDONED WHEN PLANNED, GRAVITY MAIN INFRASTRUCTURE IS PRESENT FROM THE NORTH.
5. PROPOSED STORM DRAIN SEEPAGE BED.
6. PROPOSED GRAVITY IRRIGATION PIPED SYSTEM.
7. PROPOSED GRAVITY SEWER MAIN STUB FOR FUTURE CONNECTION
8. PROPOSED 10 FT CONCRETE PEDESTRIAN PATHWAY.

0 60 120 180
Plan Scale: 1" = 60'

AVIARY HEIGHTS SUBDIVISION
CALDWELL, IDAHO
ENGINEERING LAYOUT - PHASE 2 & 4

REVISIONS

NO.	ITEM	DATE

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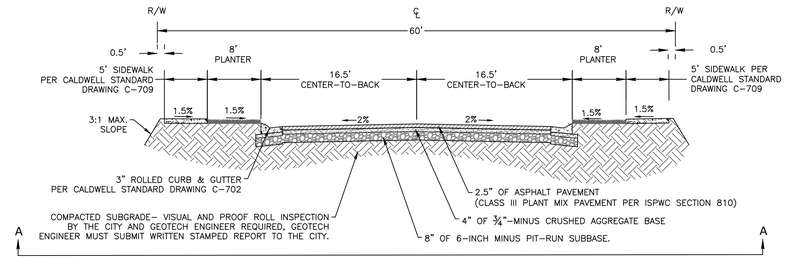
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmeng@p.com

DATE: 03/30/26
PROJECT: 22-227
SHEET NO. PP3.1

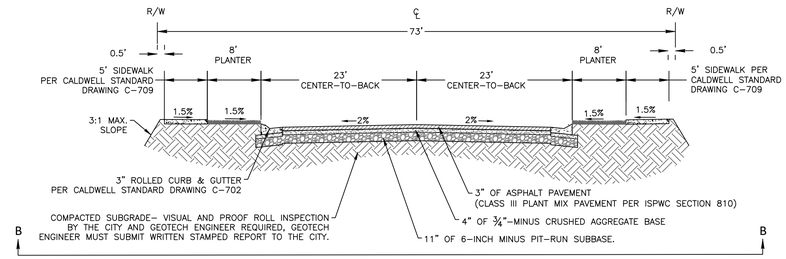
P:\22-227\CAD\ENTITLEMENT PLANS\22-227 P-PLAT ENGINEERING.DWG, SHADOW.JUNGENBERG, 3/30/2026, ESTUDIO907 - COPY (C3, 24X36 L) [PDF]





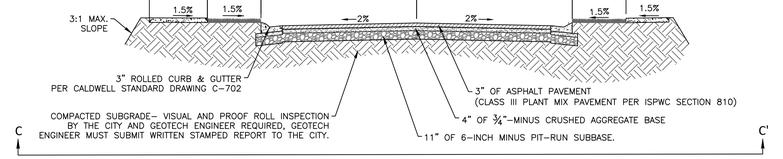
TYPICAL SECTION A-A: INTERNAL LOCAL ROAD SECTION

SCALE: NTS



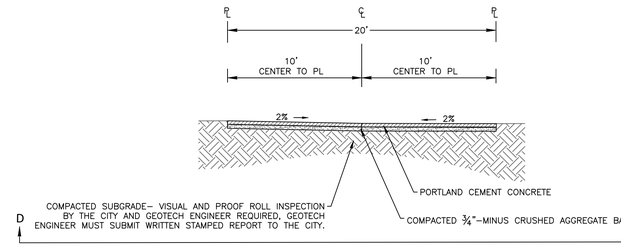
TYPICAL SECTION B-B: LOCAL COLLECTOR ROAD SECTION

SCALE: NTS



TYPICAL SECTION C-C' COMMERCIAL COLLECTOR ROAD SECTION

SCALE: NTS



TYPICAL SECTION D-D LOCAL ALLEY ROAD SECTION

SCALE: NTS

KEYNOTES (TYPICAL)

1. PROPOSED 12" WATER MAIN IN LOCAL COLLECTOR SKYGATE ST. 12" MAIN TO EXTEND TO PLANNED WELLS SITE LOCATED OFFSITE NEAR NW CORNER OF SUBDIVISION.
2. PROPOSED TEMPORARY PRESSURE SEWER MAIN. PRESSURE SEWER MAIN TO BE ABANDONED WHEN PLANNED, GRAVITY MAIN INFRASTRUCTURE IS PRESENT FROM THE NORTH.
3. PROPOSED STORM DRAIN SEEPAGE BED.
4. PROPOSED GRAVITY IRRIGATION PIPED SYSTEM.
5. PROPOSED 10 FT CONCRETE PEDESTRIAN PATH.
6. PROPOSED CONNECTION TO FUTURE MIDLAND MEADOWS PEDESTRIAN PATH VIA PEDESTRIAN BRIDGE OVER LOWER FIVE MILE DRAIN.
7. PROPOSED AMENITY,

AVIARY HEIGHTS SUBDIVISION
CALDWELL, IDAHO
ENGINEERING LAYOUT - PHASE 3

REVISIONS

NO.	ITEM	DATE

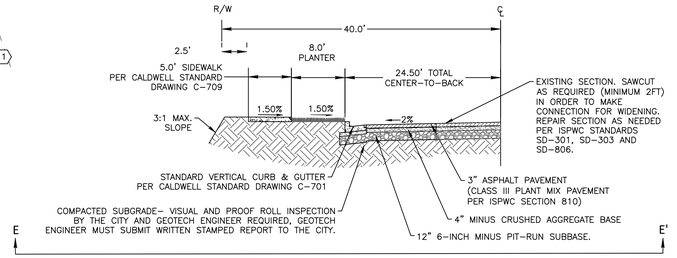
PROFESSIONAL ENGINEER LICENSED 20593 3/30/26 STATE OF IDAHO SHADOW R.V. JUNGENBERG

km ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com

DATE: 03/30/26
PROJECT: 22-227
SHEET NO. PP3.2

P:\22-227\CAD\ENTITLEMENT PLANS\22-227 P-PLAT ENGINEERING.DWG, SHADOW.JUNGENBERG, 3/30/2026, 07:51:00 PM - COPY PC3, 24X36 L (PDF)





TYPICAL SECTION E-E' MIDLAND ROAD WIDENING SECTION

SCALE: NTS

KEYNOTES (TYPICAL)

1. PROPOSED 12" WATER MAIN IN MIDLAND BLVD. AND STUB WATER MAIN FOR FUTURE EXTENSION.
2. PROPOSED 12" WATER MAIN INSTALLED IN COMMERCIAL COLLECTOR.
3. PROPOSED TEMPORARY PRESSURE SEWER MAIN. PRESSURE SEWER MAIN TO BE ABANDONED WHEN PLANNED, GRAVITY MAIN INFRASTRUCTURE IS PRESENT FROM THE NORTH.
4. GRAVITY SEWER STUB FROM FRANKLIN MASTER PLAN HIGHWAY 20/26 SEWER MAIN. PROPOSED TEMPORARY PRESSURE SEWER MAIN TO DISCHARGE AT THIS LOCATION.
5. PROPOSED STORM DRAIN SEEPAGE BED.
6. PROPOSED GRAVITY IRRIGATION PIPED SYSTEM.
7. PROPOSED PRESSURE IRRIGATION CONNECTION TO AVIARY SUBDIVISION SYSTEM. PI MAIN TO EXTEND SERVICE TO AVIARY HEIGHTS SUBDIVISION SITE.
8. PROPOSED 10 FT CONCRETE PEDESTRIAN PATHWAY.

AVIARY HEIGHTS SUBDIVISION
CALDWELL, IDAHO
ENGINEERING LAYOUT - PHASE 5

REVISIONS

NO.	ITEM	DATE

PROFESSIONAL ENGINEER LICENSED 20593 3/30/26 STATE OF IDAHO SHADOW R.V. JUNGENBERG

km ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com

DATE: 03/30/26
PROJECT: 22-227
SHEET NO. PP3.3

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COMMON LOT CALCULATIONS

(1) TREE PER 5,000 SQ.FT. (50% TO BE CLASS II OR CLASS III)

BLOCK #	LOT #	SQ.FT.	TREES REQ	TREES PRVD
1	1	29081	6	8
1	27	4961	1	1
1	34	4431	1	1
1	40	5645	1	1
1	45	2049	0	1
1	46	5216	1	2
1	51	5621	1	1
1	57	5525	1	1
1	72	180752	36	42
2	1	7256	1	3
2	6	10524	2	2
2	10	11957	2	3
3	1	7339	1	3
3	6	11732	2	2
3	10	11957	2	3
4	1	47323	9	9
4	8	9613	2	3
5	1	12004	2	1
6	1	2146	0	6
6	5	4735	1	5
6	11	6292	1	4
7	1	5034	1	5
7	2	1456	0	0
7	19	10399	2	8
8	1	5172	1	6
8	2	1456	0	0
8	15	1776	0	0
8	39	23130	5	19
9	1	702	0	0
9	8	4304	1	1
9	15	702	0	0
9	17	38486	8	8
9	43	34341	7	8
9	56	746	0	0
9	63	5179	1	1
9	70	745	0	0
9	72	949	0	0
9	75	1400	0	0
9	90	5982	1	1
9	101	702	0	0
10	1	20469	4	14
11	3	115868	23	31
12	1	3669	1	3
12	6	6415	1	3
12	12	4108	1	1
12	26	6142	1	1
TOTAL COMMON LOT TREES			137	212

PATHWAY CALCULATIONS

10' REGIONAL PATHWAY ((1) CLASS I OR II TREE / 50 LF, (15) SHRUBS / 100 LF), (1) BENCH AND (1) TRASH RECEPTACLE PER 600 LF, (1) STREETLIGHT PER 150 LF

BLOCK #	LOT #	LF	SHRUBS ** REQ	SHRUBS ** PRVD	TREES REQ	TREES PRVD
1	72	2742	411	0	55	69
11	3	1160	180	0	23	30
PATH ADJACENT TO COMMERCIAL LOTS		972	146	0	19	20

5' MICRO PATHWAY ((25) SHRUB/100 LF)

BLOCK #	LOT #	LF	SHRUBS ** REQ	SHRUBS ** PRVD	TREES REQ	TREES PRVD
1	34	129	32	0	0	1
1	40	120	30	0	0	1
1	51	120	30	0	0	0
1	57	128	32	0	0	0
2	6	240	60	0	0	1
3	6	240	60	0	0	1
4	1	341	85	0	0	0
9	8	70	0	0	0	0
9	17	1065	266	0	0	0
9	63	69	0	0	0	1
9	75	70	0	0	0	0
9	90	215	54	0	0	1
TOTAL PATHWAY TREES					97	125

STREET CALCULATIONS

10' LOCAL LANDSCAPE BUFFER: (1) CLASS II TREE / 35 LF OR (1) CLASS I / 25 LF
20' COLLECTOR LANDSCAPE BUFFER: (1) TREE / 35 LF OR (1) CLASS I / 25 LF; (1) SHRUB / 7 LF
25' MINOR ARTERIAL LANDSCAPE BUFFER: (1) TREE / 35 LF OR (1) CLASS I / 25 LF; (1) SHRUB / 7 LF; 3:1 LANDSCAPE BERM MIN. 2' HIGH
35' HWY 20/26 LANDSCAPE BUFFER: (1) CLASS II OR II TREE / 35 LF, (1) SHRUB / 7 LF, AND (1) BOULDER / 75 LF, 3:1 LANDSCAPE BERM OR 3' WALL @ MIN. 30% OF LF
TURF GRASS NOT TO EXCEED 50% OF BUFFER AREAS

STREET NAME	BUFFER WIDTH (FT)	LF	# OF DRIVES	LF – DRIVES	SHRUBS ** REQ	SHRUBS ** PRVD	TREES REQ	TREES PRVD
MIDLAND BLVD.	20	2,627	2	2524	361	0	101	102*
SOARING HEIGHTS DR	15	3,236	2	3178	454	0	91	91
SKYGATE ST	15	2,992	4	2876	0	0	82	82
FEATHER CREST ST	10	194	0	194	0	0	6	6
BRAVEWING WAY	10	1,606	1	1577	0	0	45	45
PLUME AVE	10	188	0	188	0	0	5	5
SOARCREST LP	10	5,466	3	5379	0	0	154	154
EAGLE WING AVE	10	202	0	202	0	0	6	6
SKYRUN AVE	10	202	0	202	0	0	6	6
SWIFTLIGHT ST	10	3,140	7	2937	0	0	84	84
AERIAL HEIGHTS AVE	10	1,036	0	1036	0	0	30	30
UPDRAFT AVE	10	1,058	0	1058	0	0	30	30
AIR AVE	10	1,146	0	1146	0	0	33	33
SOARING GAIL AVE	10	1,236	0	1236	0	0	35	35
FEATHERTAIL ST	10	1,804	2	1746	0	0	50	50
FEATHER FALL AVE	10	1,342	0	1342	0	0	38	38
PERCH VIEW DR	10	1,084	0	1084	0	0	31	31
GILDEWING AVE	10	1,504	2	1446	0	0	41	41
GILDEWING PL	10	316	0	316	0	0	9	9
HATCHLING CT	10	679	0	679	0	0	19	19
FLIGHT PATH AVE	10	356	0	356	0	0	10	10
TOTAL STREET TREES							940	907

MITIGATION REQUIREMENTS

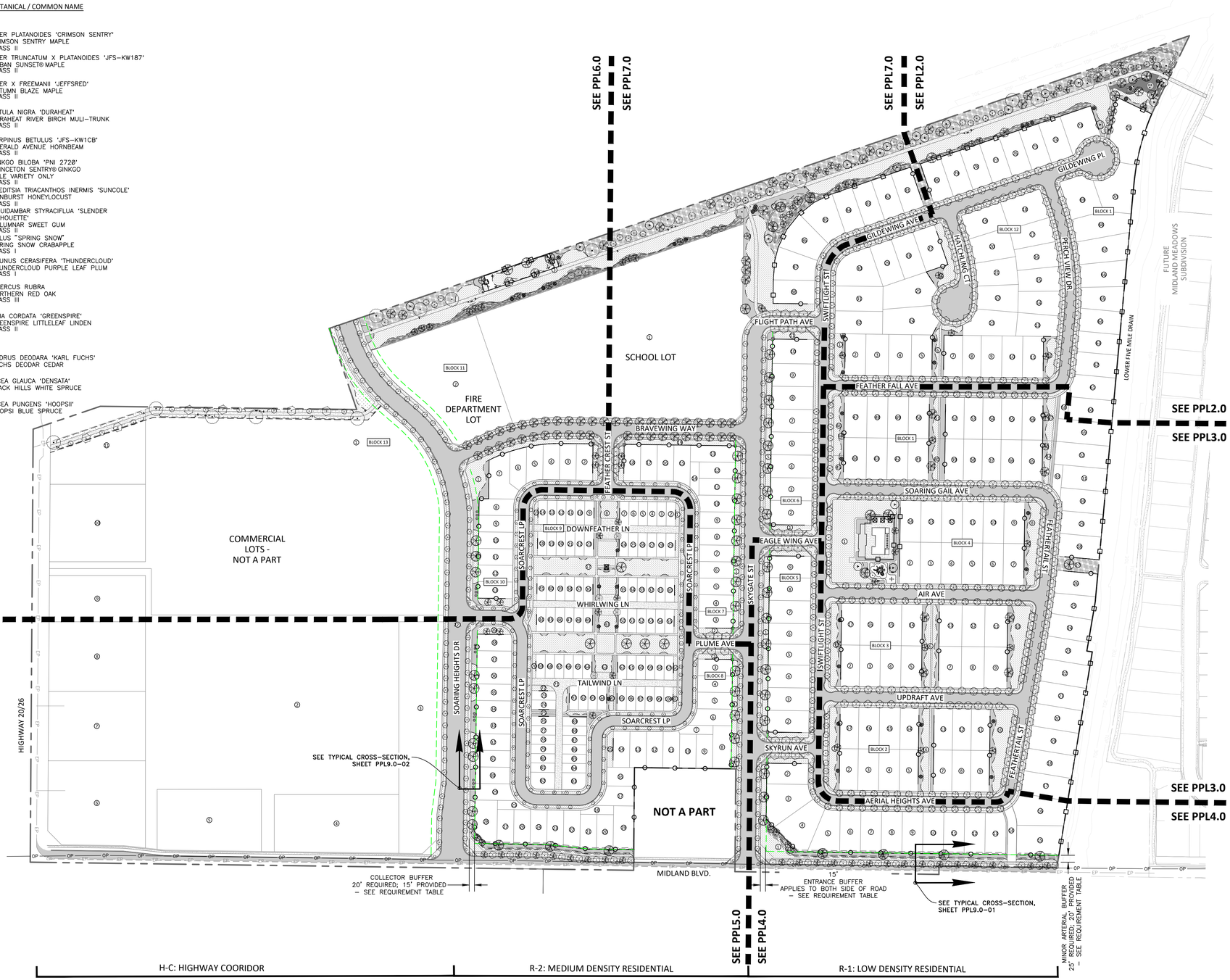
THERE ARE NO HEALTHY TREES > 4" CAL. PROPOSED FOR REMOVAL

TOTAL TREES			1175	1244

* CLASS I TREES PROVIDED AT A 1:25' RATIO DUE TO OVER HEAD POWER.
** SHRUBS TO BE PROVIDED WITH INDIVIDUAL PHASING PLANS – SEE PLANTER BED HATCH WITH SUGGESTED PLANTINGS ON PPL9.0.
NOTE: SHRUB COUNT EXCLUDES ALL PERENNIALS AND GRASSES. IF PERENNIALS AND GRASSES ARE SUBSTITUTED FOR THE REQUIRED SHRUBS, THEY MUST BE PLANTED AT A MIN. 2 GAL. SIZE

PLANT SCHEDULE SEE PPL9.0 FOR FULL PLANT SCHEDULE

SYMBOL	QTY	BOTANICAL / COMMON NAME
DECIDUOUS TREES		
	182	ACER PLATANOIDES 'CRIMSON SENTRY' CRIMSON SENTRY MAPLE CLASS II
	107	ACER TRUNCATUM X PLATANOIDES 'JFS–KW187' URBAN SUNSET® MAPLE CLASS II
	66	ACER X FREEMANII 'JEFFSRED' AUTUMN BLAZE MAPLE CLASS II
	27	BETULA NIGRA 'DURAHEAT' DURAHEAT RIVER BIRCH MULI–TRUNK CLASS II
	139	CARPINUS BETULUS 'JFS–KW1CB' EMERALD AVENUE HORNBEAM CLASS II
	101	GINKGO BILOBA 'PNI 2720' PRINCETON SENTRY® GINKGO MALE VARIETY ONLY CLASS II
	115	GLEDITSIA TRIACANTHOS INERMIS 'SUNCOLE' SUNBURST HONEYLOCUST CLASS II
	153	LIQUIDAMBAR STYRACIFLUA 'SLENDER SILHOUETTE' COLUMNAR SWEET GUM CLASS II
	45	MALUS "SPRING SNOW" SPRING SNOW CRABAPPLE CLASS II
	67	PRUNUS CERASIFERA 'THUNDERCLOUD' THUNDERCLOUD PURPLE LEAF PLUM CLASS I
	21	QUERCUS RUBRA NORTHERN RED OAK CLASS III
	80	TILIA CORDATA 'GREENSPIRE' GREENSPIRE LITTLELEAF LINDEN CLASS II
EVERGREEN TREES		
	25	CEDRUS DEODARA 'KARL FUCHS' FUCHS DEODAR CEDAR
	34	PICEA GLAUCA 'DENSATA' BLACK HILLS WHITE SPRUCE
	39	PICEA PUNGENS 'HOOPSII' HOOPSI BLUE SPRUCE



PRE-PLAT LANDSCAPE COVER

0 150 300 450
Plan Scale: 1" = 150'

LANDSCAPE CONSULTANT
KM ENGINEERING, LLP
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE: (208) 639–6939
FAX: (208) 639–6930
CONTACT: ALYSSA YENSEN, PLA
EMAIL: ayensen@kmenglp.com

DEVELOPER/OWNER
BRIGHTON DEVELOPMENT INC.
2929 W. NAVIGATOR DR., SUITE 400
MERIDIAN, IDAHO 83642
PHONE: (208) 378–4000
CONTACT: JON WARDLE
EMAIL: jwardle@brightoncorp.com

AVIARY HEIGHTS SUBDIVISION
CALDWELL, IDAHO
PRE-PLAT LANDSCAPE COVER

REVISIONS

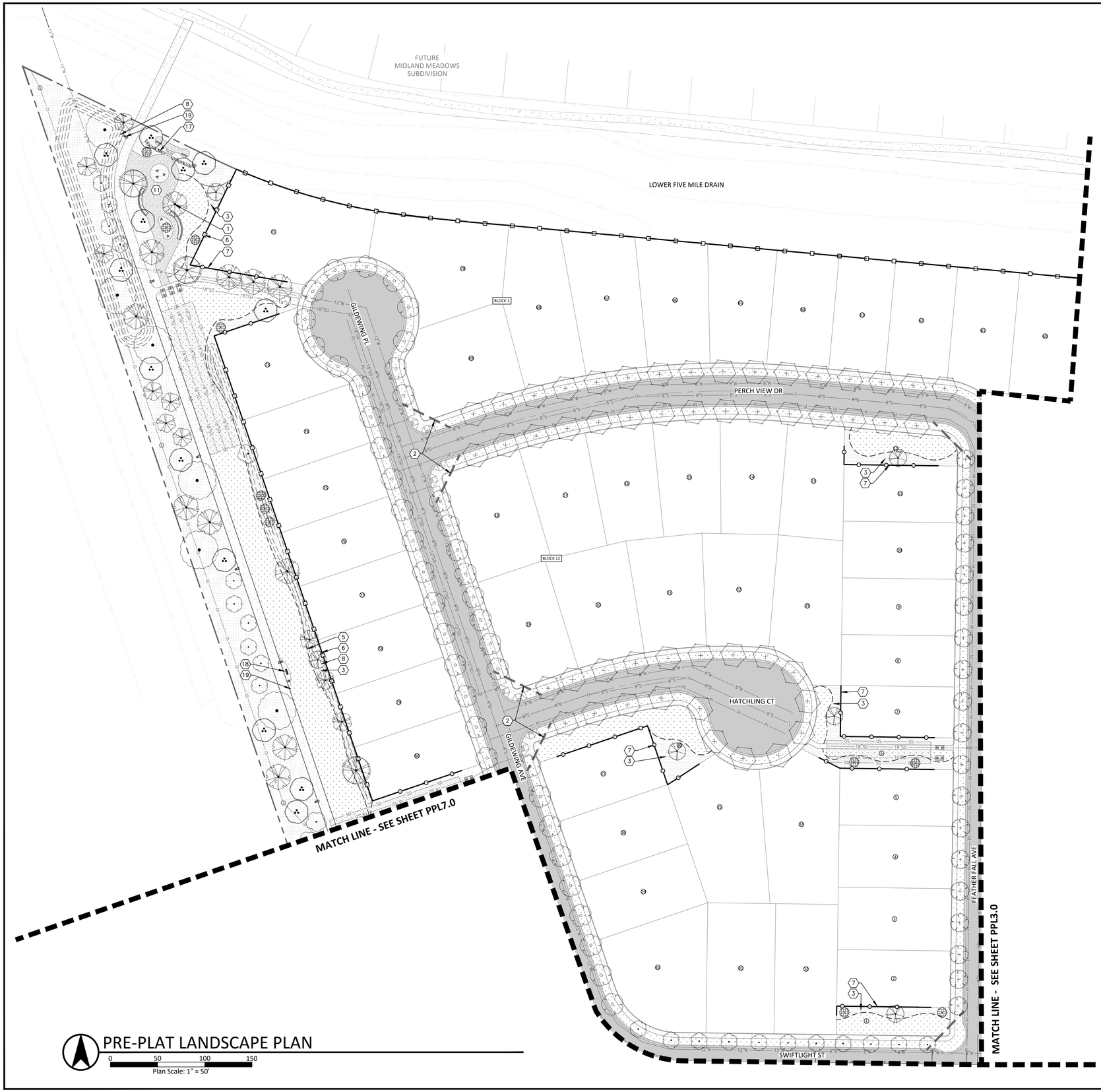
NO.	ITEM	DATE

STATE OF IDAHO ALYSSA YENSEN LICENSED LANDSCAPE ARCHITECT LA-16577 09.23.26

km ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmenglp.com

DATE: 03/30/26
PROJECT: 22-227
SHEET NO. PPL1.0

P:\22-227\CAD\LANDSCAPE\ENTITLEMENTS\22-227 PPL1.0.DWG, BROOKE.LOVEJOY.ACE, 4/13/2026, CANON IMP7550 (BW).PC3, 24X36, (PDF)



PRE-PLAT LANDSCAPE PLAN

0 50 100 150

Plan Scale: 1" = 50'

PLANT PALETTE SEE PPL9.0 FOR PLANT SCHEDULE

CLASS III DECIDUOUS TREES

NORTHERN RED OAK

CLASS II DECIDUOUS TREES

CRIMSON SENTRY MAPLE
URBAN SUNSET MAPLE
AUTUMN BLAZE MAPLE
DURAHEAT RIVER BIRCH MULTI-TRUNK
EMERALD AVANUE HORNBEAM
PRINCETON SENCTRY GINKGO
SUNBURST HONEYLOCUST
COLUMNAR SWEET GUM
GREEKSPIRE LITTLELEAF LINDEN

CLASS I DECIDUOUS TREES

SPRING SNOW CRABAPPLE
THUNDERCLOUD PRUPLE LEAF PLUM

EVERGREEN TREES

FUCHS DEODAR CEDAR
BLACK HILLS SPRUCE
HOOPSI BLUE SPRUCE

SHRUB BEDS SEE KEY NOTE #3 FOR GROUNDCOVER MATERIAL

BUTTERFLY BUSH, SPP.
BOXWOOD, SPP.
DOGWOOD, SPP.
HYDRANGEA, SPP.
JUNIPER, SPP.
NINEBARK, SPP
MUGO PINE, SPP.
LAUREL, SPP.
ROSE, SPP.
SPRUCE, SPP.
SPIREA, SPP.
BARBERRY, SPP.
LILAC, SPP.
VIBURNUM, SPP.

BLUE FESCUE, SPP.
REED GRASS, SPP.
FOUNTAIN GRASS, SPP.
EULALIA GRASS
DIANTHUS, SPP.
CONEFLOWER, SPP.
DAYLILY, SPP.
HOSTA, SPP.
LAVENDER, SPP.
BLACK-EYED SUSAN, SPP.
PHLOX, SPP.
SALVIA, SPP.
SAGE, SPP.

MATERIAL LEGEND SEE PLANT SCHEDULE ON PPL9.0 FOR GENERAL SPECIFICATIONS

SODDED LAWN
HYDROSEEDED NO-MOW FESCUE
DECOMPOSED GRANITE

KEY NOTES (TYPICAL) (#)

1. INSTALL 3' DIAMETER SHOVEL CUT TREE RING, WITH BARE EARTH SURFACE AT ALL TREES WITHIN TURF AREAS. DO NOT INSTALL TREE RINGS FOR TREES WITHIN HYDROSEEDED AREAS.
2. 40' CLEAR VISION TRIANGLE. NO TREES SHALL BE PLANTED WITHIN A CLEAR VISION TRIANGLE. THE MAXIMUM HEIGHT OF ANY VEGETATIVE GROUND COVER AT MATURITY WITHIN THE CLEAR VISION TRIANGLE SHALL BE 3' FROM THE ADJACENT STREET GRADE.
3. ALL PLANTED BEDS TO RECEIVE A MIN. 3" DEPTH OF 1" BLACK AND TAN ROCK MULCH WITH PERMEABLE FABRIC WEED BARRIER. SUBMIT SAMPLE TO OWNER FOR APPROVAL PRIOR TO ORDERING AND INSTALLING. THE USE OF MULCH OR ROCK AS THE ONLY GROUND COVER IN REQUIRED PLANTING ARES IS PROHIBITED. IMPERMEABLE PLASTIC WEED BARRIERS ARE PROHIBITED.
4. TREES PLANTED IN PARK STRIPS TO BE CENTERED IN STRIP.
5. INSTALL FLAT-BLADE SHOVEL EDGING AT INTERFACE OF SOD AND PLANTER BED & PLANTER BED AND HYDROSEED.
6. OPEN VISION FENCE – SEE PPL8.0 FOR FENCE PLAN.
7. CLOSED VISION FENCE – SEE PPL8.0 FOR FENCE PLAN.
8. 3:1 LANDSCAPE BERM – HEIGHT VARIES BETWEEN 2' – 4'.
9. CLUBHOUSE & POOL – LAYOUT IS SCHEMATIC AND SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. FINAL LAYOUT TO BE APPROVED THROUGH SEPARATE SUBMITTAL.
10. TOT LOT WITH SEATING – PLAY EQUIPMENT IS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. FINAL LAYOUT AND SPECIFICATIONS TO BE APPROVED AS A PART OF CORRESPONDING PHASE LANDSCAPE PLAN.
11. BBQ STATION WITH SHADE STRUCTURE – SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. FINAL LAYOUT AND SPECIFICATIONS TO BE APPROVED AS A PART OF CORRESPONDING PHASE LANDSCAPE PLAN.
12. WILDLIFE OBSERVATION GARDEN – INFORMATIONAL SIGNAGE, CUSTOM SEATING AREAS, & BIRD NESTING ZONE IS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. FINAL LAYOUT AND SPECIFICATIONS TO BE APPROVED AS A PART OF CORRESPONDING PHASE LANDSCAPE PLAN.
13. BIKE REPAIR STATION WITH SEATING– SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. FINAL LAYOUT AND SPECIFICATIONS TO BE APPROVED AS A PART OF CORRESPONDING PHASE LANDSCAPE PLAN.
14. DOG PARK – (2) DOUBLE GATED ENTRIES, ADA ACCESS, AND SEATING AREAS ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. FINAL LAYOUT AND SPECIFICATIONS TO BE APPROVED AS A PART OF CORRESPONDING PHASE LANDSCAPE PLAN.
15. LANDSCAPE STREET BUFFERS TO BE DESIGNED WITH CORRESPONDING PHASE LANDSCAPE PLAN. INTERNAL STREET FRONTAGE BUFFERS TO BE INSTALLED POST COMPLETION OF LOT.
16. LANDSCAPE BOULDERS – WEISER BROWN OR APPROVED EQUAL. SIZES SHALL VARY BETWEEN 2' – 3' IN HEIGHT.
17. LANDSCAPE BOULDER WALL – WEISER BROWN OR APPROVED EQUAL. FINAL HEIGHTS AND LOCATION PER CIVIL CONSTRUCTION PLANS.
18. PATHWAY BENCH & TRASH RECEPTACLE – SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. FINAL LAYOUT AND SPECIFICATIONS TO BE APPROVED AS A PART OF CORRESPONDING PHASE LANDSCAPE PLAN. BENCHES AND TRASH RECEPTACLES SHALL BE SELECTED FROM THOSE ALLOWED UNDER CODE SECTION 10-08 OF CITY CODE.
19. STREET LIGHT – SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. FINAL LAYOUT AND SPECIFICATIONS TO BE APPROVED AS A PART OF CORRESPONDING PHASE LANDSCAPE PLAN. STREET LIGHTS SHALL BE SELECTED FROM THOSE ALLOWED UNDER CODE SECTION 10-08 OF CITY CODE.

AVIARY HEIGHTS SUBDIVISION
CALDWELL, IDAHO
PRE-PLAT LANDSCAPE PLAN

REVISIONS

NO.	ITEM	DATE

STATE OF IDAHO
MELISSA YEBSEN
LA-16577
04.23.26
LICENSED LANDSCAPE ARCHITECT

km ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com

DATE: 03/30/26
PROJECT: 22-227
SHEET NO. PPL2.0

P:\22-227\CAD\LANDSCAPE\ENTITLEMENTS\22-227 PPL1.0.DWG, BROOKE.LOVEJOY, 4/13/2026, CANON IRP7S3 (BW).PC3, 24X36, [PDF]

MATCH LINE - SEE SHEET PPL2.0

FEATHERTAIL ST

FEATHER FALL AVE

SOARING GAIL AVE

AIR AVE

UPDRAFT AVE

AERIAL HEIGHTS AVE

BLOCK 1

BLOCK 2

BLOCK 3

BLOCK 4

MATCH LINE - SEE SHEET PPL7.0

MATCH LINE - SEE SHEET PPL4.0

PRE-PLAT LANDSCAPE PLAN

0 50 100 150

Plan Scale: 1" = 50'

PLANT PALETTE SEE PPL9.0 FOR PLANT SCHEDULE

CLASS III DECIDUOUS TREES

NORTHERN RED OAK

CLASS II DECIDUOUS TREES

CRIMSON SENTRY MAPLE
URBAN SUNSET MAPLE
AUTUMN BLAZE MAPLE
DURAHEAT RIVER BIRCH MULTI-TRUNK
EMERALD AVANUE HORNBEAM
PRINCETON SENCTRY GINKGO
SUNBURST HONEYLOCUST
COLUMNAR SWEET GUM
GREEKSPIRE LITTLELEAF LINDEN

CLASS I DECIDUOUS TREES

SPRING SNOW CRABAPPLE
THUNDERCLOUD PRUPLE LEAF PLUM

EVERGREEN TREES

FUCHS DEODAR CEDAR
BLACK HILLS SPRUCE
HOOPSI BLUE SPRUCE

SHRUB BEDS SEE KEY NOTE #3 FOR GROUNDCOVER MATERIAL

BUTTERFLY BUSH, SPP.
BOXWOOD, SPP.
DOGWOOD, SPP.
HYDRANGEA, SPP.
JUNIPER, SPP.
NINEBARK, SPP
MUGO PINE, SPP.
LAUREL, SPP.
ROSE, SPP.
SPRUCE, SPP.
SPIREA, SPP.
BARBERRY, SPP.
LILAC, SPP.
VIBURNUM, SPP.

BLUE FESCUE, SPP.
REED GRASS, SPP.
FOUNTAIN GRASS, SPP.
EULALIA GRASS
DIANTHUS, SPP.
CONEFLOWER, SPP.
DAYLILY, SPP.
HOSTA, SPP.
LAVENDER, SPP.
BLACK-EYED SUSAN, SPP.
PHLOX, SPP.
SALVIA, SPP.
SAGE, SPP.

MATERIAL LEGEND SEE PLANT SCHEDULE ON PPL9.0 FOR GENERAL SPECIFICATIONS

SODDED LAWN

HYDROSEEDED NO-MOW FESCUE

DECOMPOSED GRANITE

KEY NOTES (TYPICAL)

1. INSTALL 3' DIAMETER SHOVEL CUT TREE RING, WITH BARE EARTH SURFACE AT ALL TREES WITHIN TURF AREAS. DO NOT INSTALL TREE RINGS FOR TREES WITHIN HYDROSEEDED AREAS.
2. 40' CLEAR VISION TRIANGLE. NO TREES SHALL BE PLANTED WITHIN A CLEAR VISION TRIANGLE. THE MAXIMUM HEIGHT OF ANY VEGETATIVE GROUND COVER AT MATURITY WITHIN THE CLEAR VISION TRIANGLE SHALL BE 3' FROM THE ADJACENT STREET GRADE.
3. ALL PLANTED BEDS TO RECEIVE A MIN. 3" DEPTH OF 1" BLACK AND TAN ROCK MULCH WITH PERMEABLE FABRIC WEED BARRIER. SUBMIT SAMPLE TO OWNER FOR APPROVAL PRIOR TO ORDERING AND INSTALLING. THE USE OF MULCH OR ROCK AS THE ONLY GROUND COVER IN REQUIRED PLANTING ARES IS PROHIBITED. IMPERMEABLE PLASTIC WEED BARRIERS ARE PROHIBITED.
4. TREES PLANTED IN PARK STRIPS TO BE CENTERED IN STRIP.
5. INSTALL FLAT-BLADE SHOVEL EDGING AT INTERFACE OF SOD AND PLANTER BED & PLANTER BED AND HYDROSEED.
6. OPEN VISION FENCE – SEE PPL8.0 FOR FENCE PLAN.
7. CLOSED VISION FENCE – SEE PPL8.0 FOR FENCE PLAN.
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AVIARY HEIGHTS SUBDIVISION
CALDWELL, IDAHO
PRE-PLAT LANDSCAPE PLAN

REVISIONS

NO.	ITEM	DATE

STATE OF IDAHO
RAMSSA YEBSEN
LA-16577
04.23.26
LICENSED LANDSCAPE ARCHITECT

km ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
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DATE: 03/30/26
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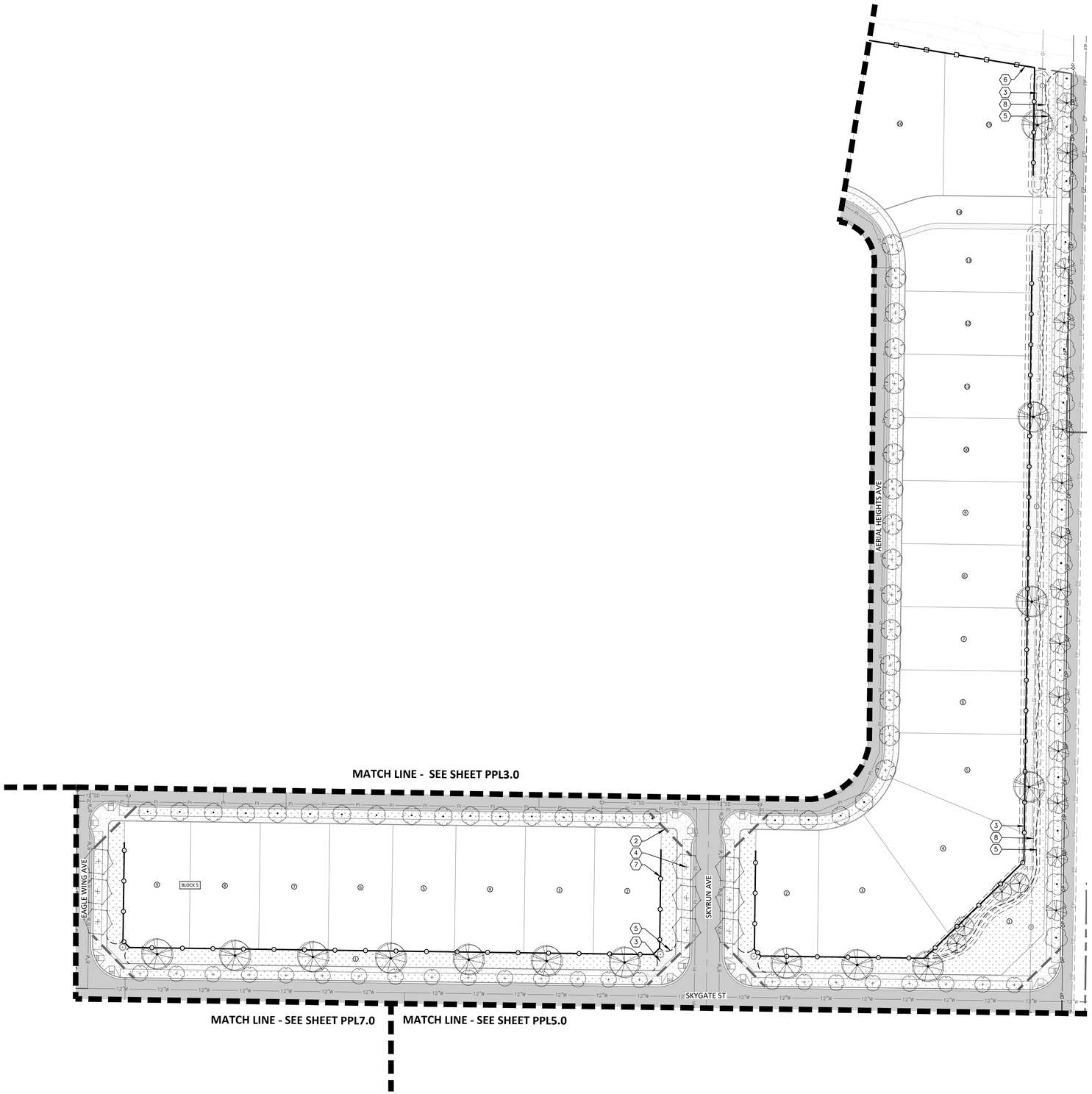
P:\22-227\CAD\LANDSCAPE\ENTITLEMENTS\22-227 PPL3.DWG, BROOKE LOVELACE, 4/13/2026, CANON IMP750 (BW) PCL, 24X36 L [PDF]



PRE-PLAT LANDSCAPE PLAN

0 50 100 150

Plan Scale: 1" = 50'

PLANT PALETTE SEE PPL9.0 FOR PLANT SCHEDULE

CLASS III DECIDUOUS TREES

NORTHERN RED OAK

CLASS II DECIDUOUS TREES

CRIMSON SENTRY MAPLE
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MATERIAL LEGEND SEE PLANT SCHEDULE ON PPL9.0 FOR GENERAL SPECIFICATIONS

SODDED LAWN
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AVIARY HEIGHTS SUBDIVISION
CALDWELL, IDAHO
PRE-PLAT LANDSCAPE PLAN

REVISIONS

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STATE OF IDAHO · MELISSA YEISER · LANDSCAPE ARCHITECT · LA-16577 · 04-23-26

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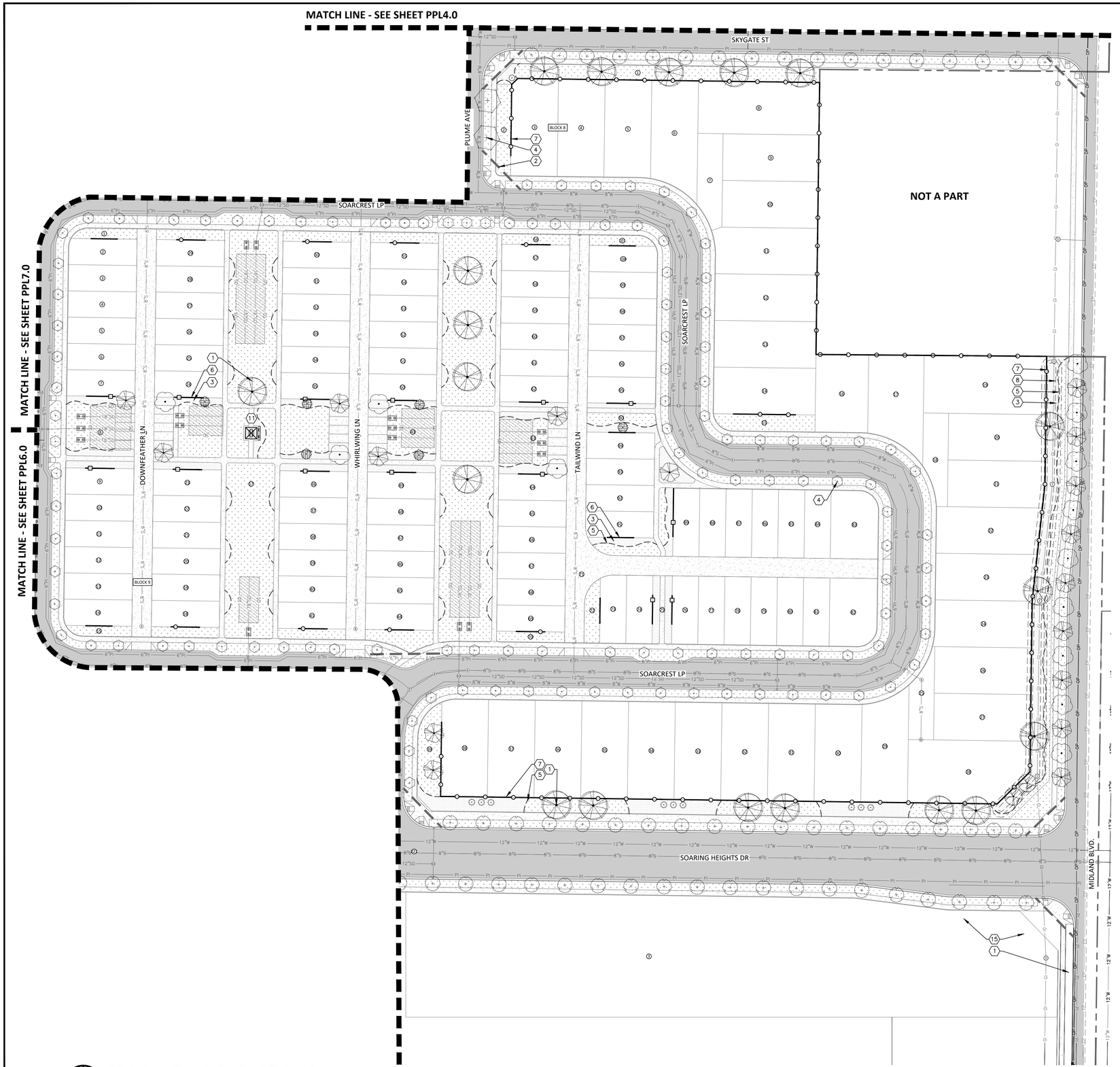

PRE-PLAT LANDSCAPE PLAN

0 50 100 150

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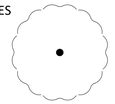
PLANT PALETTE SEE PPL9.0 FOR PLANT SCHEDULE

CLASS III DECIDUOUS TREES

NORTHERN RED OAK



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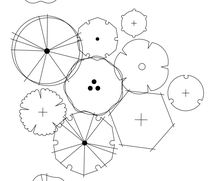

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CALDWELL, IDAHO
PRE-PLAT LANDSCAPE PLAN

REVISIONS

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LICENSED LANDSCAPE ARCHITECT

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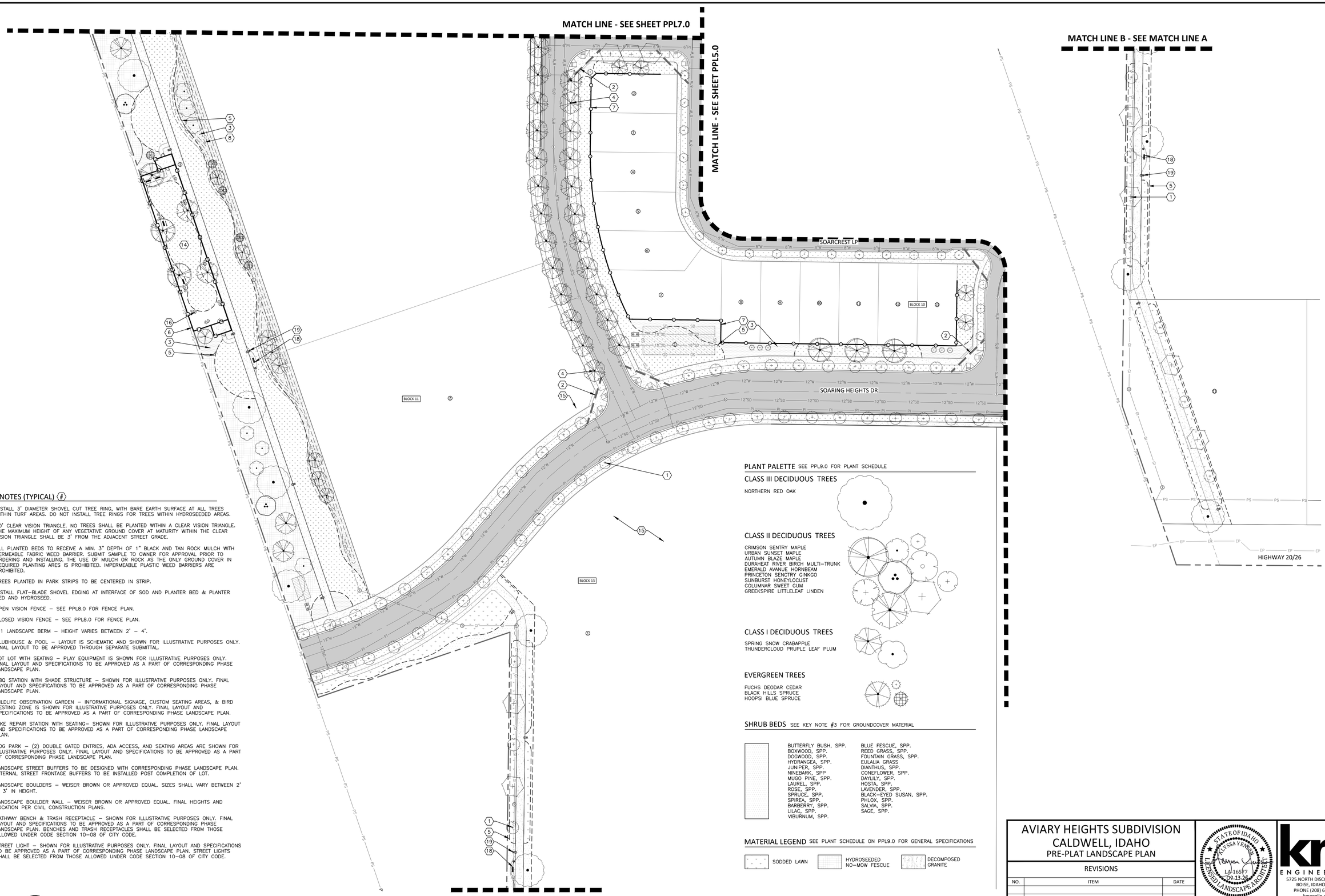

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PLANT PALETTE SEE PPL9.0 FOR PLANT SCHEDULE

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AVIARY HEIGHTS SUBDIVISION
CALDWELL, IDAHO
PRE-PLAT LANDSCAPE PLAN

REVISIONS

NO.	ITEM	DATE

STATE OF IDAHO — MELISSA YEISER — LICENSED LANDSCAPE ARCHITECT — LA-16577 — 04.23.26

km ENGINEERING
5725 NORTH DISCOVERY WAY
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P:\22-227\CAD\LANDSCAPE\ENTITLEMENTS\22-227-PPL1.0.DWG, BROOKE LOVELACE, 4/13/2026, CANON IR FP75S (BW).PC3, 24X36, L [PDF]

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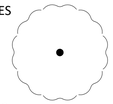

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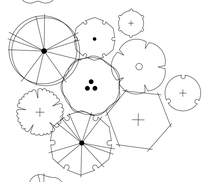

CLASS I DECIDUOUS TREES

SPRING SNOW CRABAPPLE
THUNDERCLOUD PRUPLE LEAF PLUM



EVERGREEN TREES

FUCHS DEODAR CEDAR
BLACK HILLS SPRUCE
HOOPSI BLUE SPRUCE



SHRUB BEDS SEE KEY NOTE #3 FOR GROUNDCOVER MATERIAL



BUTTERFLY BUSH, SPP.
BOXWOOD, SPP.
DOGWOOD, SPP.
HYDRANGEA, SPP.
JUNIPER, SPP.
NINEBARK, SPP
MUGO PINE, SPP.
LAUREL, SPP.
ROSE, SPP.
SPRUCE, SPP.
SPIREA, SPP.
BARBERRY, SPP.
LILAC, SPP.
VIBURNUM, SPP.

BLUE FESCUE, SPP.
REED GRASS, SPP.
FOUNTAIN GRASS, SPP.
EULALIA GRASS
DIANTHUS, SPP.
CONEFLOWER, SPP.
DAYLILY, SPP.
HOSTA, SPP.
LAVENDER, SPP.
BLACK-EYED SUSAN, SPP.
PHLOX, SPP.
SALVIA, SPP.
SAGE, SPP.

MATERIAL LEGEND SEE PLANT SCHEDULE ON PPL9.0 FOR GENERAL SPECIFICATIONS

SODDED LAWN

HYDROSEEDED NO-MOW FESCUE

DECOMPOSED GRANITE

KEY NOTES (TYPICAL) ⟨#⟩

1. INSTALL 3' DIAMETER SHOVEL CUT TREE RING, WITH BARE EARTH SURFACE AT ALL TREES WITHIN TURF AREAS. DO NOT INSTALL TREE RINGS FOR TREES WITHIN HYDROSEEDED AREAS.
2. 40' CLEAR VISION TRIANGLE. NO TREES SHALL BE PLANTED WITHIN A CLEAR VISION TRIANGLE. THE MAXIMUM HEIGHT OF ANY VEGETATIVE GROUND COVER AT MATURITY WITHIN THE CLEAR VISION TRIANGLE SHALL BE 3' FROM THE ADJACENT STREET GRADE.
3. ALL PLANTED BEDS TO RECEIVE A MIN. 3" DEPTH OF 1" BLACK AND TAN ROCK MULCH WITH PERMEABLE FABRIC WEED BARRIER. SUBMIT SAMPLE TO OWNER FOR APPROVAL PRIOR TO ORDERING AND INSTALLING. THE USE OF MULCH OR ROCK AS THE ONLY GROUND COVER IN REQUIRED PLANTING ARES IS PROHIBITED. IMPERMEABLE PLASTIC WEED BARRIERS ARE PROHIBITED.
4. TREES PLANTED IN PARK STRIPS TO BE CENTERED IN STRIP.
5. INSTALL FLAT-BLADE SHOVEL EDGING AT INTERFACE OF SOD AND PLANTER BED & PLANTER BED AND HYDROSEED.
6. OPEN VISION FENCE – SEE PPL8.0 FOR FENCE PLAN.
7. CLOSED VISION FENCE – SEE PPL8.0 FOR FENCE PLAN.
8. 3:1 LANDSCAPE BERM – HEIGHT VARIES BETWEEN 2' – 4'.
9. CLUBHOUSE & POOL – LAYOUT IS SCHEMATIC AND SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. FINAL LAYOUT TO BE APPROVED THROUGH SEPARATE SUBMITTAL.
10. TOT LOT WITH SEATING – PLAY EQUIPMENT IS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. FINAL LAYOUT AND SPECIFICATIONS TO BE APPROVED AS A PART OF CORRESPONDING PHASE LANDSCAPE PLAN.
11. BBQ STATION WITH SHADE STRUCTURE – SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. FINAL LAYOUT AND SPECIFICATIONS TO BE APPROVED AS A PART OF CORRESPONDING PHASE LANDSCAPE PLAN.
12. WILDLIFE OBSERVATION GARDEN – INFORMATIONAL SIGNAGE, CUSTOM SEATING AREAS, & BIRD NESTING ZONE IS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. FINAL LAYOUT AND SPECIFICATIONS TO BE APPROVED AS A PART OF CORRESPONDING PHASE LANDSCAPE PLAN.
13. BIKE REPAIR STATION WITH SEATING– SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. FINAL LAYOUT AND SPECIFICATIONS TO BE APPROVED AS A PART OF CORRESPONDING PHASE LANDSCAPE PLAN.
14. DOG PARK – (2) DOUBLE GATED ENTRIES, ADA ACCESS, AND SEATING AREAS ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. FINAL LAYOUT AND SPECIFICATIONS TO BE APPROVED AS A PART OF CORRESPONDING PHASE LANDSCAPE PLAN.
15. LANDSCAPE STREET BUFFERS TO BE DESIGNED WITH CORRESPONDING PHASE LANDSCAPE PLAN. INTERNAL STREET FRONTAGE BUFFERS TO BE INSTALLED POST COMPLETION OF LOT.
16. LANDSCAPE BOULDERS – WEISER BROWN OR APPROVED EQUAL. SIZES SHALL VARY BETWEEN 2' – 3' IN HEIGHT.
17. LANDSCAPE BOULDER WALL – WEISER BROWN OR APPROVED EQUAL. FINAL HEIGHTS AND LOCATION PER CIVIL CONSTRUCTION PLANS.
18. PATHWAY BENCH & TRASH RECEPTACLE – SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. FINAL LAYOUT AND SPECIFICATIONS TO BE APPROVED AS A PART OF CORRESPONDING PHASE LANDSCAPE PLAN. BENCHES AND TRASH RECEPTACLES SHALL BE SELECTED FROM THOSE ALLOWED UNDER CODE SECTION 10-08 OF CITY CODE.
19. STREET LIGHT – SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. FINAL LAYOUT AND SPECIFICATIONS TO BE APPROVED AS A PART OF CORRESPONDING PHASE LANDSCAPE PLAN. STREET LIGHTS SHALL BE SELECTED FROM THOSE ALLOWED UNDER CODE SECTION 10-08 OF CITY CODE.

PRE-PLAT LANDSCAPE PLAN

0 50 100 150

Plan Scale: 1" = 50'

AVIARY HEIGHTS SUBDIVISION
CALDWELL, IDAHO
PRE-PLAT FENCE PLAN

REVISIONS

NO.	ITEM	DATE

STATE OF IDAHO
MELISSA YENSEN
LA-16577
04.23.26
LICENSED LANDSCAPE ARCHITECT

km ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com

DATE: 03/30/26
PROJECT: 22-227
SHEET NO. PPL7.0

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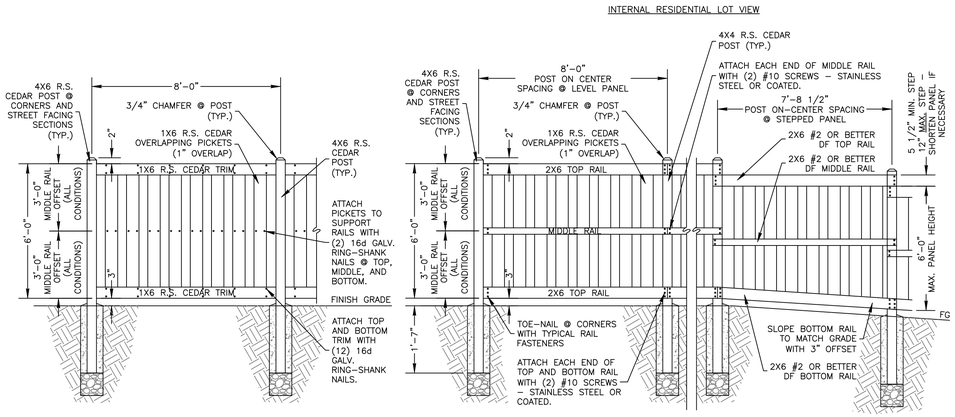


01 6' CEDAR FENCE
NTS



PRE-PLAT FENCE PLAN
0 150 300 450
Plan Scale: 1" = 150'



02 5' OPEN VISION METAL FENCE
NTS

FENCE SCHEDULE

6' HEIGHT CEDAR PRIVACY FENCE.

5' HEIGHT OPEN VISION METAL FENCE.

NOTE:
1. ALL FENCING TO BE INSTALLED A MINIMUM OF 20' FROM THE R.O.W ALONG STREET FRONTAGES.

AVIARY HEIGHTS SUBDIVISION
CALDWELL, IDAHO
PRE-PLAT FENCE PLAN

REVISIONS

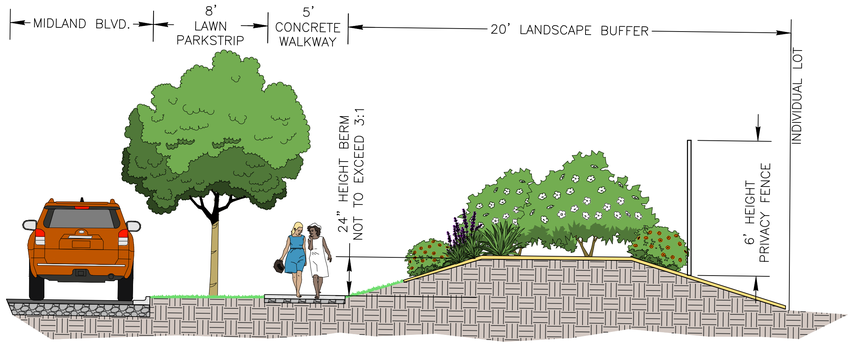
NO.	ITEM	DATE

STATE OF IDAHO
KAYSSA YENSEN
LA-16577
04-23-26
LICENSED LANDSCAPE ARCHITECT

km ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com

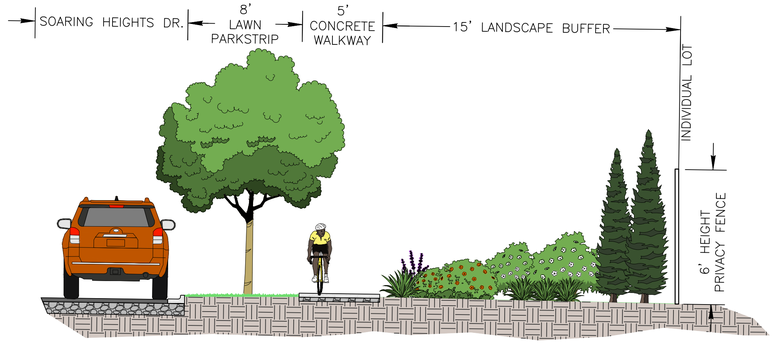
DATE: 03/30/26
PROJECT: 22-227
SHEET NO. PPL8.0

P:\22-227\CAD\LANDSCAPE\ENTITLEMENTS\22-227 PPL1.0.DWG, BROOKE LOVELACE, 4/13/2026, CANON IMP755 (BW).PC3, 24X36, 1:PDF]



01 MIDLAND BLVD BERM BUFFER SECTION
NTS

NOTE:
1. LANDSCAPING IS SCHEMATIC – FINAL LAYOUT AND SPECIFICATIONS TO BE APPROVED AS A PART OF CORRESPONDING PHASE LANDSCAPE PLAN.



02 SOARING HEIGHTS DR. BUFFER SECTION
NTS

NOTE:
1. LANDSCAPING IS SCHEMATIC – FINAL LAYOUT AND SPECIFICATIONS TO BE APPROVED AS A PART OF CORRESPONDING PHASE LANDSCAPE PLAN.

PLANT SCHEDULE

SYMBOL	QTY	BOTANICAL / COMMON NAME	SIZE	MATURE HXW	CLASS
DECIDUOUS TREES					
	182	ACER PLATANOIDES 'CRIMSON SENTRY' CRIMSON SENTRY MAPLE	2" CAL. B&B	25'X15'	CLASS II
	107	ACER TRUNCATUM X PLATANOIDES 'JFS–KW187' URBAN SUNSET® MAPLE	2" CAL. B&B	35'X20'	CLASS II
	66	ACER X FREEMANII 'JEFFSRED' AUTUMN BLAZE MAPLE	2" CAL. B&B	50'X30'	CLASS II
	27	BETULA NIGRA 'DURAHEAT' DURAHEAT RIVER BIRCH MULI–TRUNK	2" CAL. B&B CLUMP	35'X30'	CLASS II
	139	CARPINUS BETULUS 'JFS–KW1CB' EMERALD AVENUE HORNBEAM	2" CAL. B&B	40'X30'	CLASS II
	101	GINKGO BILOBA 'PNI 2720' PRINCETON SENTRY® GINKGO MALE VARIETY ONLY	2" CAL. B&B	45'X20'	CLASS II
	115	GLEDITSIA TRIACANTHOS INERMIS 'SUNCOLE' SUNBURST HONEYLOCUST	2" CAL. B&B	40'X25'	CLASS II
	153	LIQUIDAMBAR STYRACIFLUA 'SLENDER SILHOUETTE' COLUMNAR SWEET GUM	2" CAL. B&B	25'X15'	CLASS II
	45	MALUS "SPRING SNOW" SPRING SNOW CRABAPPLE	2" CAL. B&B	25'X20'	CLASS I
	67	PRUNUS CERASIFERA 'THUNDERCLOUD' THUNDERCLOUD PURPLE LEAF PLUM	2" CAL. B&B	20'X20'	CLASS I
	21	QUERCUS RUBRA NORTHERN RED OAK	2" CAL. B&B	45'X45'	CLASS III
	80	TILIA CORDATA 'GREENSPIRE' GREENSPIRE LITTLELEAF LINDEN	2" CAL. B&B	45'X35'	CLASS II
EVERGREEN TREES					
	25	CEDRUS DEODARA 'KARL FUCHS' FUCHS DEODAR CEDAR	6'–8' B&B	15'X8'	EVERGREEN
	34	PICEA GLAUCA 'DENSATA' BLACK HILLS WHITE SPRUCE	6'–8' B&B	55'X25'	EVERGREEN
	39	PICEA PUNGENS 'HOOPSII' HOOPSI BLUE SPRUCE	6'–8' B&B	35'X15'	EVERGREEN

SYMBOL	QTY	BOTANICAL / COMMON NAME	CONT
SOD/SEED			
	147,500 SF	NO MOW LAWN SEED MIX HIGH COUNTRY GARDENS, PRAIRIE NURSERY OR APPROVED EQUAL SPECIALLY BLENDED MIX OF (6) DIFFERENT DWARF FINE FESCUE GRASS VARIETIES INSTALL AT MIN. OF 5 LBS PER 1000 SQUARE FEET	SEED
	589,831 SF	TURF SOD RHIZOMATOUS RHIZOMATOUS TALL FESCUE	SOD
OTHER			
	4,190 SF	DECOMPOSED GRANITE TBD	–
	146,167 SF	SHRUB BEDS SEE PLANT PALETTE FOR SUGGESTED SHRUB VARIETIES	MIN. 2–GAL SHRUBS OR 18" HEIGHT AND/OR SPREAD

NOTE:
1. SPECIFICATIONS ARE SUBJECT TO CHANGE.

GENERAL LANDSCAPE NOTES

1. CONTRACTOR SHALL LOCATE AND IDENTIFY EXISTING UNDERGROUND AND OVERHEAD UTILITIES WITHIN CONTRACT WORK AREAS PRIOR TO CONSTRUCTION. CONTACT DIG LINE, INC. @ 1.800.342.1585. PROVIDE ADEQUATE MEANS OF PROTECTION OF UTILITIES AND SERVICES DESIGNATED TO REMAIN. REPAIR UTILITIES DAMAGED DURING SITE WORK OPERATIONS AT CONTRACTOR'S EXPENSE.
2. ALL PLANT MATERIAL SHALL CONFORM TO THE AMERICAN NURSERYMAN STANDARDS FOR TYPE AND SIZE SHOWN.
3. ALL TREE, TURF, PLANT MATERIAL, AND IRRIGATION PROPOSED WITHIN THE PLANTER STRIP BETWEEN BACK OF CURB AND SIDEWALK SHALL BE INSTALLED BY THE HOME BUILDER IN CONJUNCTION WITH THE INDIVIDUAL LOT DEVELOPMENT.
4. ALL TREES PLANTED IN THE PARK STRIP (BY BUILDER) TO BE CENTERED BETWEEN BACK OF CURB AND SIDEWALK AND ARE SUBJECT TO THE ACHD DEVELOPMENT AGREEMENT FOR LANDSCAPING.
5. FENCING WITHIN SUBDIVISION, ALONG SIDE AND REAR LOT LINES SHALL BE INSTALLED BY BUILDER/HOMEOWNER IN CONJUNCTION WITH INDIVIDUAL LOT DEVELOPMENT AND SHALL COMPLY WITH THE STANDARDS ESTABLISHED IN THE SUBDIVISION'S CC&RS.

GENERAL IRRIGATION NOTES

1. ALL PLANT MATERIALS TO BE WATERED BY THE DEVELOPMENT OR SUBDIVISION PRESSURIZED IRRIGATION SYSTEM. IRRIGATION OF COMMON AREAS SHALL BE VIA THE SUBDIVISION'S PRESSURIZED IRRIGATION SYSTEM. IRRIGATION OF INDIVIDUAL LOTS AND LANDSCAPING ALONG THE FRONTAGE OF PRIVATE LOTS SHALL BE PRESSURIZED IRRIGATION WATER, AND THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNERS.
2. COVERAGE; THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE ONE HUNDRED PERCENT (100%) COVERAGE WITH HEAD TO HEAD SPACING OR TRIANGULAR SPACING AS APPROPRIATE.
3. MATCHED PRECIPITATION RATES: SPRINKLER HEADS SHALL HAVE MATCHED PRECIPITATION RATES WITHIN EACH CONTROL VALVE.
4. IRRIGATION DISTRICTS: SPRINKLER HEADS IRRIGATING LAWN OR OTHER HIGH WATER DEMAND AREAS SHALL BE CIRCUITED SO THAT THEY ARE ON THE SEPARATE ZONE OR DISTRICT FROM THOSE IRRIGATING TREES, SHRUBS, OR OTHER REDUCED WATER DEMAND AREAS.
5. OVERSPRAY: SPRINKLER HEADS SHALL BE ADJUSTED TO REDUCE OVERSPRAY ONTO IMPERVIOUS SURFACES SUCH AS STREETS, SIDEWALKS, DRIVEWAYS, AND PARKING AREAS.

AVIARY HEIGHTS SUBDIVISION
CALDWELL, IDAHO
PRE-PLAT NOTES & DETAILS

REVISIONS

NO.	ITEM	DATE

STATE OF IDAHO · MELISSA YENSEN · LA-16577 · 04.23.26 · LICENSED LANDSCAPE ARCHITECT

km ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com

DATE: 03/30/26
PROJECT: 22-227
SHEET NO. PPL9.0

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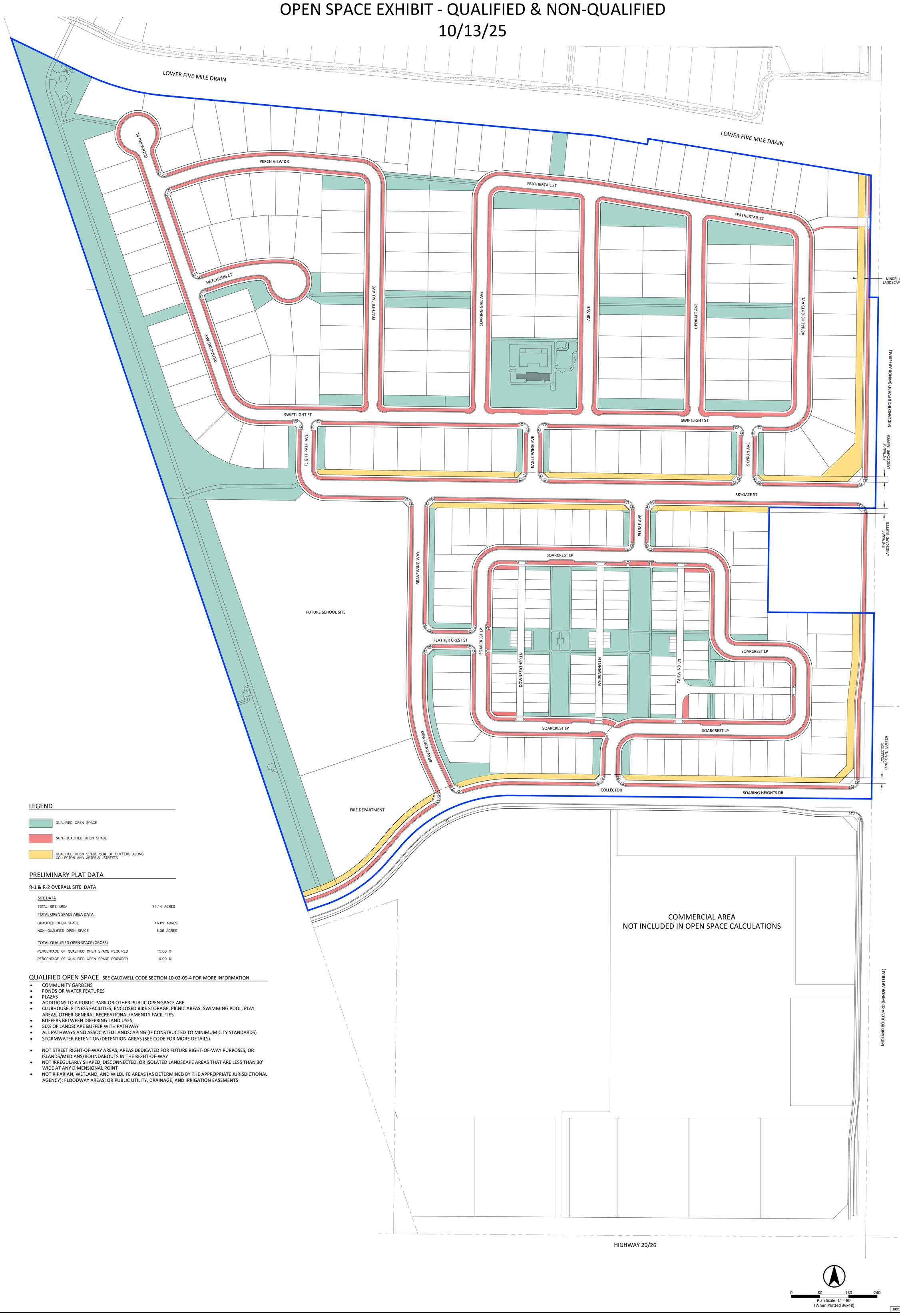
AVIARY HEIGHTS SUBDIVISION

OPEN SPACE EXHIBIT - QUALIFIED & NON-QUALIFIED

10/13/25



LEGEND

- QUALIFIED OPEN SPACE
- NON–QUALIFIED OPEN SPACE
- QUALIFIED OPEN SPACE 50% OF BUFFERS ALONG COLLECTOR AND ARTERIAL STREETS

PRELIMINARY PLAT DATA

R-1 & R-2 OVERALL SITE DATA

SITE DATA	
TOTAL SITE AREA	74.14 ACRES
TOTAL OPEN SPACE AREA DATA	
QUALIFIED OPEN SPACE	14.09 ACRES
NON–QUALIFIED OPEN SPACE	5.06 ACRES
TOTAL QUALIFIED OPEN SPACE (GROSS)	
PERCENTAGE OF QUALIFIED OPEN SPACE REQUIRED	15.00 %
PERCENTAGE OF QUALIFIED OPEN SPACE PROVIDED	19.00 %

QUALIFIED OPEN SPACE SEE CALDWELL CODE SECTION 10-02-09-4 FOR MORE INFORMATION

- COMMUNITY GARDENS
- PONDS OR WATER FEATURES
- PLAZAS
- ADDITIONS TO A PUBLIC PARK OR OTHER PUBLIC OPEN SPACE ARE
- CLUBHOUSE, FITNESS FACILITIES, ENCLOSED BIKE STORAGE, PICNIC AREAS, SWIMMING POOL, PLAY AREAS, OTHER GENERAL RECREATIONAL/AMENITY FACILITIES
- BUFFERS BETWEEN DIFFERING LAND USES
- 50% OF LANDSCAPE BUFFER WITH PATHWAY
- ALL PATHWAYS AND ASSOCIATED LANDSCAPING (IF CONSTRUCTED TO MINIMUM CITY STANDARDS)
- STORMWATER RETENTION/DETENTION AREAS (SEE CODE FOR MORE DETAILS)

- NOT STREET RIGHT-OF-WAY AREAS, AREAS DEDICATED FOR FUTURE RIGHT-OF-WAY PURPOSES, OR ISLANDS/MEDIANS/ROUNDABOUTS IN THE RIGHT-OF-WAY
- NOT IRREGULARLY SHAPED, DISCONNECTED, OR ISOLATED LANDSCAPE AREAS THAT ARE LESS THAN 30' WIDE AT ANY DIMENSIONAL POINT
- NOT RIPARIAN, WETLAND, AND WILDLIFE AREAS (AS DETERMINED BY THE APPROPRIATE JURISDICTIONAL AGENCY); FLOODWAY AREAS; OR PUBLIC UTILITY, DRAINAGE, AND IRRIGATION EASEMENTS

0 80 160 240

Plan Scale: 1" = 80'
(When Plotted 36x48)

DEVELOPER
BRIGHTON

km ENGINEERING
5725 NORTH DISCOVERY WAY
BOISE, IDAHO 83713
PHONE (208) 639-6939
kmengllp.com

PROJECT:	22-227	SHEET NO.	1 OF 2

BRIGHTON

AVIARY HEIGHTS

Pathway Exhibit



CONCEPTUAL, SUBJECT TO CHANGE

Memorandum

To:

City Council

Meeting Date:

July 6, 2026

Item Name:

Approve the Findings of Facts and Conclusions of Law for denial of Sotera Subdivision (DEV26-000001, SPP26-000001, ZON26-000001).

Summary Statement:

Recommended Action:

Budget:

Cost:
GL Account:
Timeline:
Department:
Project Manager:

Attachments:

1. SR_CC_Soterra2 DENIAL

Caldwell Community Development Department
Planning and Zoning Division

STAFF REPORT / FINDINGS

Public Hearing Item | City Council | 6/15/2026

Staff Planner: Katie Wright

CASE NO(s): DEV26-000001/SPP26-000001/ZON26-000001
Project Name: Soterra No. 2 Amendment

HEARING BODY RECOMMENDATION

The Hearing Examiner at the 5/12/2026 public hearing recommended APPROVAL of the rezone, development agreement modification, and preliminary plat modification subject to the conditions listed herein.

CITY COUNCIL DECISION

The City Council at the 6/15/2026 public hearing, DENIED Case No (s): DEV26-000001/SPP26-000001/ZON26-000001

APPLICATION SUMMARY & PROPOSED LAND USE REQUESTS

- Rezone parcel R3258301100 and a portion of parcel R3258300000 (total of 11.36 AC) from C-2 (Community Commercial) to R-2 (Community Residential) with 4.4 AC to remain C-2.
- Preliminary Plat for 51 single family homes and 2.4 acres of commercial.
- Development Agreement Modification to modify DA22-06 (Instrument No. 2022-012912) to reflect the changes in this application.



Applicant:	JD Lyle, Ardurra
Property Owner:	Landex ID Soterra LLC.
Parcel ID Number(s):	R3258301100 and R3258300000
School District:	*Caldwell*
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 PARCEL R3258301100 AND A PORTION OF PARCEL R3258300000 (TOTAL OF 11.36 AC) FROM C-2 (COMMUNITY COMMERCIAL) TO R-2 (COMMUNITY RESIDENTIAL) WITH 4.4 AC TO REMAIN C-2, AN APPLICATION FOR A PRELIMINARY PLAT CONSISTING OF 51 SINGLE FAMILY LOTS AND 2.4 ACRES OF COMMERCIAL, AND APPLICATION FOR A DEVELOPMENT AGREEMENT MODIFICATION TO MODIFY DA22-06 (INSTRUMENT NO. 2022-012912) TO REFLECT THE CHANGES IN THIS APPLICATION. Property Owners: Landex ID Soterra, LLC.	)	**FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION** Case No. DEV26-000001/ SPP26-000001/ZON26-000001

I. APPLICATION FACTS

Applicant:	JD Lyle, Ardurra
Property Owner:	Landex ID Soterra, LLC.
Application Requests and Development Proposals:	Application for a Rezone of parcel R3258301100 and a portion of parcel R3258300000 (total of 11.36 AC) from C-2 (Community Commercial) to R-2 (Community Residential) with 4.4 AC to remain C-2; and Application for a Preliminary Plat consisting of 51 single family lots and 2.4 acres of commercial; and Application for a Development Agreement Modification to modify DA22-06 (Instrument No. 2022-012912) to reflect the changes in this application.
Applicant Submission:	The applicant, JD Lyle, on behalf of the property owner, Landex ID Soterra, LLC, submitted an application on 1/16/2026.
Proposed Site Location:	The subject site is located on the SWC of Ustick Rd. and Kimball Ave., with a property address of 0 W. Ustick, described as a portion of W ½ NE ¼ Section 4 T3N, R3W.
Parcel Number(s):	R3258301100 and R3258300000
Property Size:	Approximately 15.77 acres, 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	11/6/2025
Public agency notification sent (see attached exhibit for list of agencies notified)	3/6/2026
(500') radius notices mailed – Hearing Examiner Hearing (Min. 15 days prior to hearing)	3/25/2026
Legal Ad Published – Hearing Examiner Hearing (Min. 15 days prior to hearing)	3/28/2026
Hearing Examiner Public Hearing – *no public hearing, continued*	4/14/2026
(500') Radius Notices Mailed - Hearing Examiner Hearing (Min. 15 days prior to hearing)	4/22/2026
Legal Ad Published - Hearing Examiner Hearing (Min. 15 days prior to hearing)	4/25/2026
Physical Site Posted - Hearing Examiner Hearing (Min. 15 days prior to hearing)	4/27/2026
Applicant Proof of Posting Received - Hearing Examiner Hearing	5/1/2026
Hearing Examiner Public Hearing	5/12/2026
(500') Radius Notices Mailed – City Council (Min. 15 days prior to hearing)	5/26/2026
Legal Ad Published – City Council (Min. 15 days prior to hearing)	5/29/2026
Physical Site Posted – City Council (Min. 15 days prior to hearing)	5/31/2026
Applicant Proof of Posting Received – City Council (Min. 10 days prior to hearing)	6/3/2026
City Council Public Hearing	6/15/2026

Political Subdivisions Providing Services:

Fire:	Caldwell Fire
Police:	Caldwell Police
School District:	Caldwell
Water	City of Caldwell (Municpal Water)

Services:	
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.

1. Nampa Highway District #1 – No comments or concerns.
2. Idaho Transportation Department – No comments or concerns.
3. City of Caldwell Engineering Department – Provided general conditions for approval. **See Exhibit 2 of this report for full comments from Engineering.**
4. City of Caldwell Fire Department – Stated the project can be approved and provided general conditions of approval. **See Exhibit 2.**
5. City of Caldwell Police Department – Stated data of the are regarding crashes, calls for service, etc. **See Exhibit 2.**
6. City of Caldwell Mapping Department – Stated the project can be approved and provided general conditions of approval. **See Exhibit 2.**

Public Comments Received:

In response to the public notices, the following public comments were received at the time of the staff report.

a. Email received from Patty and John Soran June 4, 2026 in opposition due to traffic along Kimball and Ustick, requesting a 4 way stop or light at Ustick and Kimball and the small lot sizes that are being proposed in relation to the existing surrounding neighborhoods. They also are inquiring about the reasoning that commercial buyers have not been interested in this site.
b. A late exhibit from Rick Vertrees, doesn't state a position on the request, but requests that a pedestrian crossing be installed to connect existing pathways on the north and south sides of Ustick Rd.
c. A late exhibit from Laura Shannon in opposition due to this proposal not meeting the comprehensive plan and that this development needs to be commercial focused.
d. A late exhibit Letter of Support from TOK Commercial due to this development being mid-block with limited inventory and having no anchor tenant and that this request for a rezone will allow for 3 viable, shovel ready commercial pad sites that will have a more reasonable timeframe.
e. A late exhibit Letter of Support from Colliers due to this site only having one full access and being less visible from the street as most hard corner commercial developments of this size. They believe the rezone request represents a market-responsive approach.

f. 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 2022 with a preliminary plat for two commercial lots (15.79 acres) with the zone C-2 and 22.2 acres of R-1, with 60 single family residential lots.

The R-1 single family is all within Phase 1 and will not be changed with this application. In the original application, the commercial acreage played a large roll in the approvals.

In December, 2024, the same owner applied for a rezone of 9.09 acres from C-2 to R-2, a Comprehensive Plan Map Amendment from Business to Medium Density Residential, a Planned Unit Development and Plat Modification to modify the northern 15.79 acres of commercial to 6.71 acres of commercial and 9.09 acres of duplex, tri-plexes, and 4-plex residential buildings, totaling 80 dwelling units with a DA modification to reflect these changes. This application was denied due to not meeting the intent of the existing Development Agreement or the 2040 Comprehensive Plan. Council stated for consideration of approval, the application would need to meet the same commercial area as specified in the development agreement or include more single-family residential uses.

Site Features:

Floodplain:	The property is not within a flood zone.
Mature Trees:	None
Streams & Creeks:	None
Wildlife Habitat:	None
Riparian Habitat Area:	Phyllis Canal
Steep Slopes & Hillsides:	None
Canals, Ditches, & Drains:	Phyllis Canal
Other, Describe:	N/A

Site and Surrounding Zoning Classifications:

Site:	C-2 (Community Commercial) - City
North:	R-1 (Single Family Residential) – Canyon County
South:	R-1 (Neighborhood Residential) - City
East:	C-2 (Community Commerical) – City R-1 (Neighborhood Residential) - City
West:	R-1 (Single Family Residential) – Canyon County

Site and Surrounding Land Uses (existing):

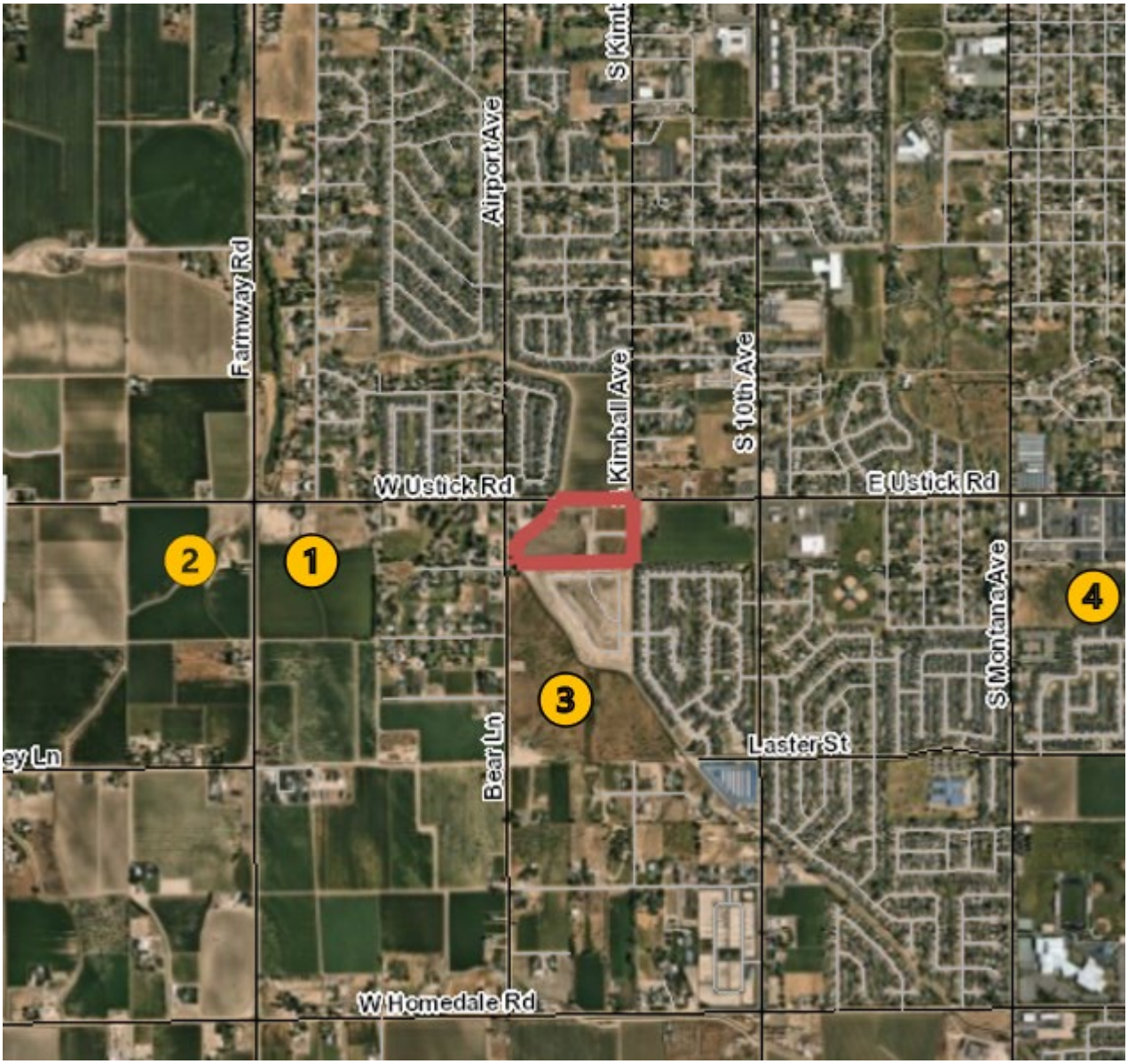
Site:	Vacant/approved commerical in the Soterra Subdivision
North:	Vacant Land
South:	Prairie Creek (approved single family subdivision)
East:	Vacant Land
West:	Farmland and single family homes

Site:	Community Center

Site and Surrounding Comprehensive Plan Land Use Designations:	*North:*	Community Center Neighborhood 2
	South:	Neighborhood 2
	East:	Community Center
	West:	Community Center

Approved Developments within 1-Mile Radius of Subject Site:

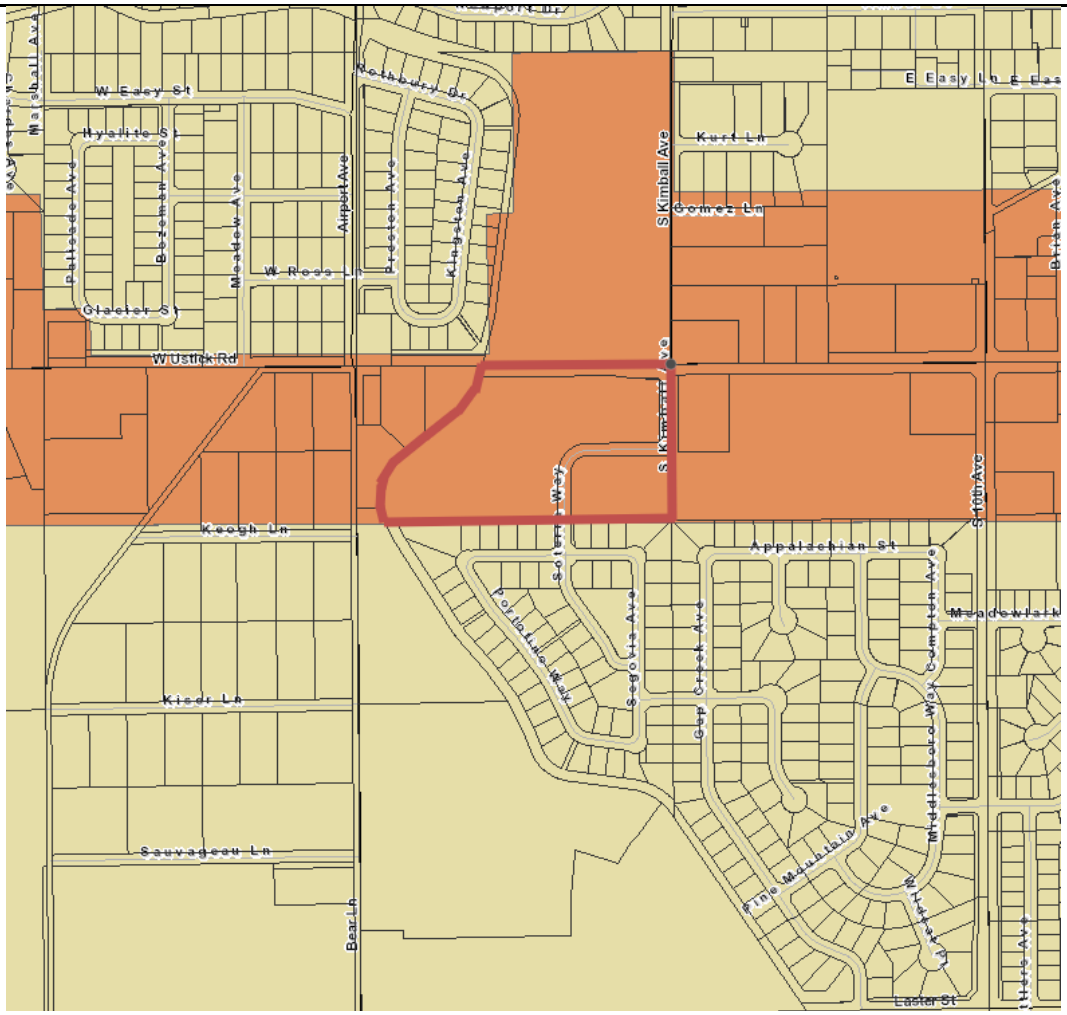
Within a one-mile radius of the subject site, the following entitlements have been approved and are actively being built or have the ability to be built in the future.



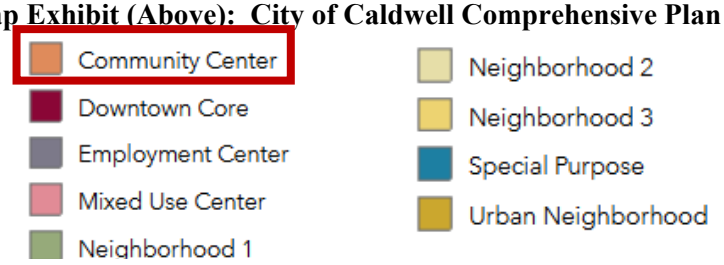
Map Exhibit #1 (Above): Approved Developments Surrounding Subject Site

Map Key	Description
1	Mirandesa – 121 single family homes detached, 24 single family attached, and 3.35 acres of commercial; has not submitted any final plat at this time.
2	Farmway Crossing – 115 Single Family homes; phase 1 final plat submitted.
3	Prairie Creek – 119 single family homes; TE approved, no final plat submitted
4	Lenity Living II – 180 multi-family units, 2 duplex units, and 9 tri-plex units; construction drawings/final plat are under review

II. STAFF REVIEW AND ANALYSIS – COMPREHENSIVE PLAN MAP ANALYSIS



Map Exhibit (Above): City of Caldwell Comprehensive Plan Map



CCC 10-03-03 and Caldwell Comprehensive Plan (2025) Analysis:

The Comprehensive Plan Land Use Map depicts the subject site **(outlined in red).** The subject site is designated within the future land use map as Community Center. Surrounding parcels are designated as Community Center to the East and West, Community Center and Neighborhood 2 to the North, and Neighborhood 2 to the South.

The Community Center Placetype is a low to mid intensity commercial place type that focuses on creating a destination for residents. The Community Center provides a focal point where people can connect. They are easily accessible and provide commercial services that serve the needs of the community. For projects that include residential uses, the residential density shall be a minimum of 8 dwelling units per acres and shall not exceed 15 dwelling units per acre.

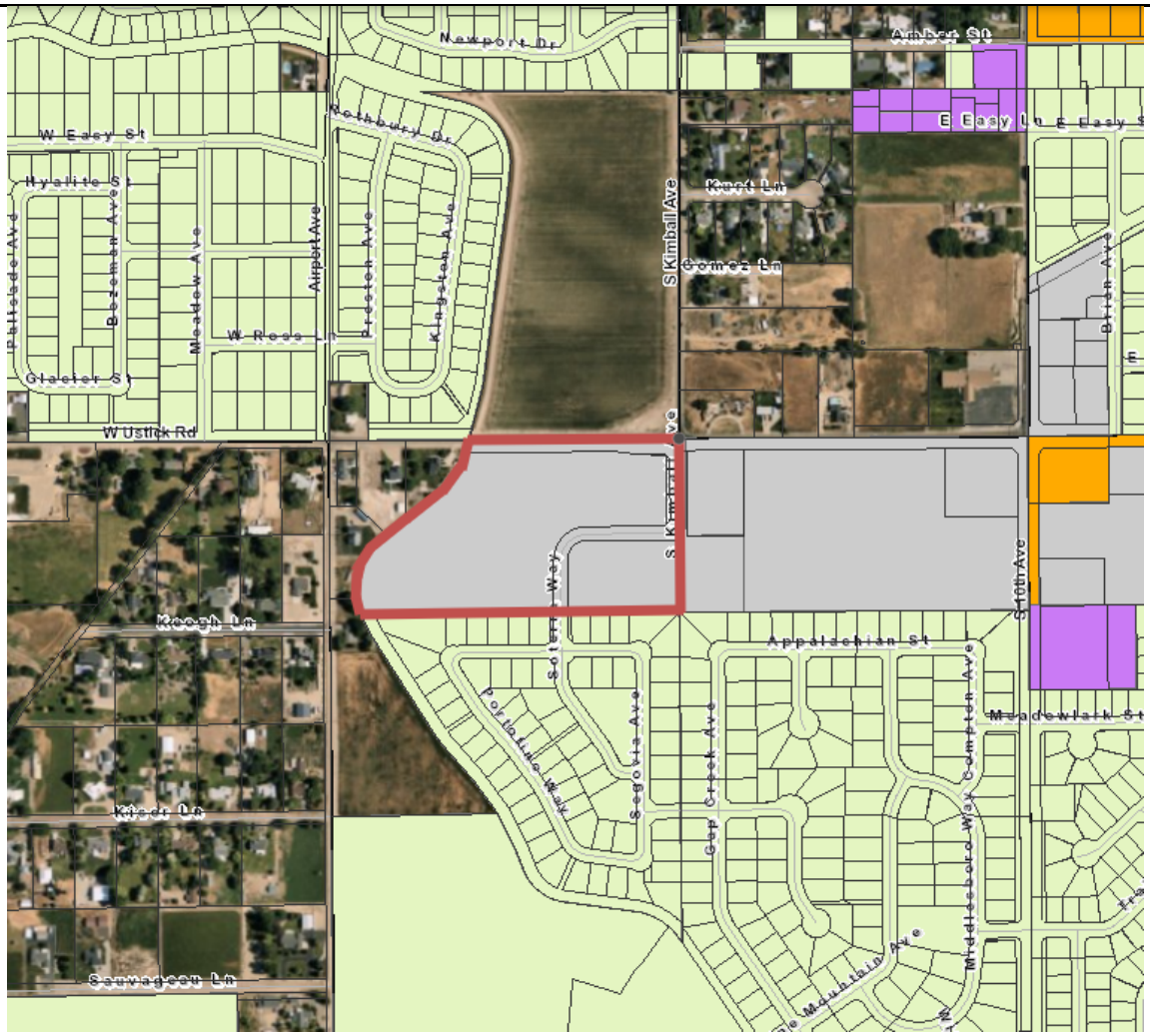
The Community Center Placetype describes this area should have two to five story buildings with parks and plazas that provide as public gathering spaces. At this time, commercial elevations have not been reviewed, so staff will review these at time of building permit for conformance. The applicant is proposing a lower intensity for the commercial uses, which does comply with what the comprehensive plan is proposing for this area.

The applicant is proposing a residential density of 4.49 dwelling units per gross acre, where the minimum density is 8 dwelling units per acre and a maximum density of 15 dwelling units per acre.

Staff Comment: *The applicant is proposing a density below what is required by Code and the Comprehensive Plan. Staff finds the scaling and density provide a transition from the single family in phase 1 to the south, as those are larger lots. To be in compliance with the density range outlined within the Comprehensive Plan, lots would need to either be reduced in size to no longer meet the zone or a more intense residential land use would be required. City Council may determine to allow the reduced density by approving the Development Agreement.*

TABLE 1: CONSISTENT COMPREHENSIVE PLAN GOALS AND POLICIES	
CHAPTER 3: CONNECTED COMMUNITY	
Goal 3:	DEVELOP COMMERCIAL AND MIXED-USE CORRIDORS THAT CREATE A STRONG SENSE OF PLACE AND SUPPORT ALL MODES OF TRANSPORTATION.
Policy 3.3	Facilitate improvements and intensification of activity along major commercial corridors with mixed-use development oriented toward the corridor.
Goal 4:	ENSURE SAFE, COMFORTABLE, AND ACCESSIBLE PATHWAYS FOR PEDESTRIANS, CYCLISTS, AND OTHER NON-MOTORIZED USERS.
Policy 4.4	Close gaps in the sidewalk network to provide continuous and accessible pedestrian pathways throughout the city.
CHAPTER 6: QUALITY NEIGHBORHOODS TO CALL HOME	
Goal 2:	CREATE DISTINCT AND INCLUSIVE NEIGHBORHOODS WITH A FOCUS ON HIGH-QUALITY DESIGN, CONNECTIVITY, AND LIVABILITY.
Policy 2.4	Encourage neighborhood-serving services and retail businesses near residential neighborhoods to provide convenient access to daily needs.
Goal 3:	CONCENTRATE DEVELOPMENT CLOSER TO THE CITY'S CORE AND PRESERVE A RURAL TRANSITION AT THE CITY'S WESTERN AND NORTHERN BOUNDARIES.
Policy 3.1	Focus high-density residential development in areas with adequate services and near commercial centers.
CHAPTER 7: INTENTIONAL AND DISTICT CENTERS	
Goal 2:	ESTABLISH COMMUNITY CENTERS THAT SERVE CALDWELL NEIGHBORHOODS.
Policy 2.1	Expand daily services and retail opportunities for residents adjacent to neighborhoods.
Policy 2.2	Encourage a mix of commercial and residential uses in the Community Center place type to expand housing choices.
Goal 3:	DEVELOP AND ENHANCE A VARIETY OF MIXED-USE CENTERS TO BE UNIQUE, ATTRACTIVE, AND DYNAMIC PLACES TO LIVE, WORK, PLAY, SHOP, AND DINE.
Policy 3.3	Focus commercial development along corridors and at gateways to leverage access to public transit and local and regional vehicle trips.
Goal 4:	ENHANCE CALDWELL'S EMPLOYMENT CENTERS AND SPECIAL PURPOSE AREAS TO FURTHER GENERATE ECONOMIC AND EMPLOYMENT OPPORTUNITIES.
Policy 4.3	Ensure an adequate inventory of commercial and industrial property for new and growing businesses.

III. STAFF REVIEW AND ANALYSIS – ZONING MAP AMENDMENT AND 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-X Mixed-Use / Regional Comm.
H-D Healthcare District	Downtown City Center	T-N Downtown Transition Neighborhood
Public District	C-D College District	

Zoning Map Analysis:

This applicant has requested for the southern 8.84 acres to be rezoned from C-2 (Community Commercial) to R-2 (Community Residential) for the purpose of constructing a mixed-use preliminary plat consisting of detached single-family lots and commercial lots. Both the C-2 and R-2 zones are noted as compatible zoning districts within the Community Center Placetype in the Comprehensive Plan.

According to Caldwell City Code, the purpose of the R-2 Community Residential 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".

According to Caldwell City Code, the purpose of the C-2 Community Commercial zone is to "provide areas by zoning procedures in accordance with the comprehensive plan that accommodate businesses which provide convenient goods and services to a daytime work population as well as the residents of surrounding neighborhoods". The commercial uses shall be in compliance with the land use schedule for the C-2 zone at time of business license.

The code requires that all lots fronting an arterial within the Community Center Placetype consist of commercial uses, which this applicant is proposing. These buildings will be required to submit for Design Review as 10th Avenue and Ustick Road are called out in the code as "Key Corridors" which requires specific design guidelines for lots fronting these arterials.

Staff Comment: *The applicant is proposing a mixed-use development with commercial uses within the C-2 zone, which will be reviewed for compliance with the land use schedule at time of building permit/business permit, and single family residential within the R-2 zone, which is a permitted use. The R-2 zone will transition the commercial uses to the R-1 zone within phase 1.*

IV. STAFF REVIEW AND ANALYSIS – PRELIMINARY PLAT AND DEVELOPMENT PLAN

The project proposes fifty-one (51) single family residential lots within the R-2 zone and 3 commercial lots consisting of 2.4 acres within the C-2 zone. Single family is a permitted use within the R-2 zone and the commercial uses shall comply with the land use schedule at time of building permit/business permit.

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?**	**2 remaining (phase 1 completed)**

Residential Type	**# of Lots**	**# of Buildings**	**# of Dwelling Units**
Single-Family Detached	51 (phase 2)	51 (phase 2)	51 (phase 2)
Common Lots	8 (2 common drives)	n/a	n/a
TOTAL	**59**	**51**	**51**

Non-Residential Type	**# of Lots**	**# of Buildings**	**# of Tenant Spaces**
Commercial	3 (2.4 AC)	Unknown	unknown

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.)	4,000sqft	4,000sqft
Corner Lot Area (sq. ft.)	5,000sqft	n/a
Minimum Lot Width / Frontage (ft.)	30’	32’
Setbacks	**Required**	**Proposed**
Front Yard Setback, Garage; Minimum (ft.)	22’	Shall be compliant with code at time of building permit.
Front Yard Setback, Living Area; Minimum (ft.)	15’	
Interior Side Yard Setback (ft.) (Minimum)	5’	
Street Side Yard Setback (ft.) (Minimum)	15’	
Rear Yard Setback (ft.) (Minimum)	15’	
Alley (Garage/Parking) Setbacks: Minimum (ft.)	5’	
Scale and Massing	**Required**	**Proposed**
Maximum Building Height (ft.) *	40’	Shall be compliant with code at time of building permit.
Residential Density Range in Gross units /acre	8-15du/acre	4.49du/acre

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 **C-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.)	0sqft	25,582sqft
Corner Lot Area (sq. ft.)	0sqft	49,789sqft
Minimum Lot Width / Frontage (ft.)	0’	118’
Setbacks	**Required**	**Proposed**
Front Yard Setback; Minimum (ft.)	0’	Shall be compliant with code at time of building permit.
Front Yard Setback; Maximum (ft.)	0’	
Interior Side Yard Setback (ft.) (Minimum)	0’	
Street Side Yard Setback (ft.) (Minimum)	0’	
Rear Yard Setback (ft.) (Minimum)	0’	
Scale and Massing	**Required**	**Proposed**
Maximum Building Height (ft.) *	30’	Shall be compliant with code at time of building permit.
Residential Density Range in Gross units /acre	8-15du/acre	4.49du/acre

* 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.

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:

SINGLE FAMILY / TWO FAMILY DWELLINGS		
Off-Street Parking Spaces	**Required**	**Proposed**
Off-Street Parking Spaces (Minimum)	2.0 per DU (1 enclosed space)	2 per DU (1 enclosed space)

COMMERCIAL		
Off-Street Parking Spaces	**Required**	**Proposed**
Off-Street Parking Spaces (Minimum)	Based on uses – unknown at this time	58 stalls. Shall comply with code at time of building permit.
Off-Street Parking Spaces (Maximum)	Based on uses – unknown at this time	
ADA Accessible Parking Spaces	**Required**	**Proposed**
ADA Accessible Parking Spaces (Minimum)	Shall meet state and federal requirements	
Bicycle Parking Spaces	**Required**	**Proposed**
Bicycle Parking Spaces	Based on uses – unknown at this time	Shall be required to comply with code at time of building permit
Commercial / Industrial Loading Spaces	**Required**	**Proposed**
Required # of Loading Spaces	Unknown at this time	n/a
Required Size (Feet)	12 x 50	n/a
Minimum Clearance (Feet)	14’	n/a

Staff Comments: *The project was reviewed for compliance with all parking requirements and was determined to be in compliance with city zoning ordinances. Parking compliance for the commercial uses will be determined at time of building permit and/or business permit.*

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 with a Caldwell Municipal Irrigation District line running through Soterra Way. 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.

Police: Emergency police services are provided by the City of Caldwell Police. The nearest police station is approximately 2.45 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 0.42 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:	Soterra has 633' of frontage along Ustick Road and 211' of frontage along Kimball Avenue.
Street Classifications:	Ustick Road – Principal Arterial; Kimball Avenue – Minor Arterial
Proposed Site Access:	The development has access via Kimball Avenue, which provides access to the site off of Ustick Road. The applicant is also proposing an access on the west side of the site to the commercial uses off of Ustick Road.
Traffic Impact Study (TIS):	A TIS was approved with the original approval of Soterra. The proposed modifications do not require an updated TIS.

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.*
Staff finds the applicant is proposing sidewalks along all adjacent classified roadways to the development, as well as internally to the site. This proposal closes a large sidewalk gap along Ustick Road that will provide additional walkability to and from schools in the area.

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 table provides an overview of the city code requirements, and the proposal presented by the subject development.

Street Landscape Buffers	Min. Required	Proposed
Ustick Road – Arterial (633 LF):		
Buffer Width:	25’ wide	30’ wide
Sidewalk:	5’ wide detached or 7’ attached	7’ detached
Berms:	Yes	Yes
Class I tree:	One per 25 LF No more than 50% of the trees	0 – all required street trees are Class II
Class II tree:	One per 35 LF 633LF/35LF = 18 trees	18 Class II trees
Shrubs:	One per 4 LF 633’/4 = 158 shrubs	158 shrubs
Groundcover:	20-50% turf grass Min. 50% shrubs, flowers, and other vegetative groundcover (besides turf)	5,939sqft of 16,263sqft = 37% turf coverage
Boulders:	May be required at time of design review	
Kimball – Local (211 LF):	**Min. Required**	**Proposed**
Buffer Width:	10’ wide	20’ wide
Sidewalk:	5’ wide attached or 7’ wide attached	7’ wide attached
Berms:	n/a	n/a
Class I tree:	One per 25 LF No more than 50% of the trees	0 – all required street trees are Class II
Class II tree:	One per 35 LF 211LF/35LF = 6 trees	6 Class II trees
Shrubs:	One per 4 LF 211’/4 = 53 shrubs	53 shrubs
Groundcover:	20-50% turf grass Min. 50% shrubs, flowers, and other vegetative groundcover (besides turf)	1,743sqft of 3,903sqft = 46% turf coverage
Boulders:	n/a	n/a
Open Space:	**Min. Required**	**Proposed**
Qualifying Open Space (Minimum):	10%	14.2% (1.98 AC)
Amenities:	**Min. Required**	**Proposed**
	-	Under 6 Soccer Field Playground Area

Buffers Between Land Uses:	Min. Required	Proposed
Commercial to Residential Uses (674’):	20’	20’
Tree Requirement:	Class I & II trees that touch at within 5 years of planting (to be depicted on landscape plans) 40% shall be evergreen	10 Class II trees 9 Evergreens
Shrub Density:	One per 3 LF = 225 shrubs	225 shrubs

Parking Lot Landscaping:	Min. Required	Proposed
Parking Islands:	Every 12 spaces	Shall meet code at time of building permit for commercial buildings.
Planter Island Width:	8’ width for Class I trees 10’ width for Class II trees	
Planter Island Length:	At least equal length to the adjacent parking spaces	
Class 1 or 2 Trees (min. 2” caliper):	Min. of 1 for a single row Min. 2 for a double row	
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.	
Perimeter Parking Lot Landscaping:		
Minimum Buffer Width:	5’	Shall meet code at time of building permit for commercial buildings.
Class 1 or 2 Trees (min. 2” caliper):	1 per 40 LF	
Shrubs:	1 per 5 LF	
Other Groundcover Required:	Max. 20% turf; remaining groundcover shall be decorative rock, permabark, rock mulch, or additional shrubs/flowers above code requirements so that the entire buffer area is covered.	
Building Façade Landscaping:	**Min. Required**	**Proposed**
Planter Width:	3’ wide in all areas that will not impede pedestrian access	Shall meet code at time of building permit for commercial buildings.
Shrubs:	One (1) three (3) gallon shrub per 3 LF of foundation	
Groundcover:	Additional groundcover plants shall cover the remainder of the landscaped area	

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'):	Yes (installed as part of Phase 1)

Staff Comments (Landscaping, Buffers, & Common Open Space):

The applicant is proposing landscaping that meets street buffer requirements, unless otherwise specified above. These items have been conditioned for compliance prior to City Council. The applicant is proposing above the 10% required open space. The applicant is proposing a 20' land use buffer between the single-family residential uses and the commercial uses. They are in compliance with the required plantings within this area and are also proposing a 6' tall privacy fence on the back of all single family lots that are adjacent to the commercial uses.

Regional Pathways:

Staff notes the 2040 Bicycle and Pedestrian Master Plan does identify the Phyllis Canal to have a public pathway. The entire pathway has been constructed along the western boundary of the development with Phase 1, as it was approved under the previous city code. The applicant proposes code compliant landscaping along the pathway for this second phase.

Staff Comments: *The applicant proposes 10' of landscaping on each side that meets the planting requirements for the regional pathway along the existing 8' wide pathway.*

Neighborhood and Community Pathways:

Neighborhood Pathways (5'): The applicant is proposing five-foot (5') wide micro pathways to provide pedestrian connectivity between common open space areas. The pathway will have a minimum five-foot (5') wide landscape buffer along both sides.

Community Pathways (8'): The applicant is proposing an eight-foot (8') wide major pathway that will connect with existing, proposed, planned or possible future major pathways in adjoining residential subdivisions/developments, and that will meander through the subdivision or development to provide pedestrian connectivity through the subdivision or development. The pathway will have a minimum five-foot (5') wide landscape buffer provided along both sides. A public pathway has been installed along the entire west boundary of the development and will not be modified as part of this modification request. This meets the intent of the community pathway as well.

Fencing and Screening:

Although not required by code, 6' privacy fencing is proposed along the backs of all residential lots.

Any future trash enclosures for the non-residential lots will be required to be screened with landscaping/fencing in accordance with the City Code. 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

The applicant is proposing a gross residential density that is below what the code and comprehensive plan require for the Community Center Placetype. The required gross residential density is 8-15du/acre for this area, where the applicant is proposing 4.49du/acre. The applicant would not be able to meet the density for this area with the single family land use proposed and still meet the lot size minimum. If City Council desires the Applicant comply

with the density requirement outlined within code, the applicant will need to either propose smaller lot sizes below the R-2 minimum or choose a more intense residential use.

VI. PUBLIC HEARINGS

1. **HEARING EXAMINER PUBLIC HEARING**

A public hearing on the requests was held before the Hearing Examiner on 6/15/2026, 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 6/15/2026, 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.

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.
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 a Development Agreement Modification. Since the Development Agreement is a legally binding contract and the modification was denied, the council took no action on the Preliminary Plat or Zoning Map Amendment.

STANDARD LANGUAGE FOR DENIAL DECISION

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.

8. 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 15th day of June 2026.

_____

Eric Phillips, Caldwell Mayor

ATTEST:

_____

Kritina Buchan, Caldwell City Clerk

EXHIBITS

Exhibit 1: Application Documents

- Application(s) and Checklist(s)
- Project Narrative
- Vicinity Map
- Subdivision Plat
- Landscape Plan
- Open Space Exhibit
- Building Elevations
- Copy of Original signed and recorded DA (only when being amended)
- 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
- City of Caldwell Police Department

Exhibit 3: Agency Notification and Comments

- Copy of Public Agency Notification Sent
- List of Public Agencies Notified
- Agency Comments Received
    - Idaho Transportation Department
    - Nampa Highway District #1

Exhibit 4: Public Comments

- Patty and John Soran
- Rick Vertrees
- Laura Shannon
- TOK Commercial
- Colliers

Exhibit 5: Minutes of the Hearing Examiner Hearing

Exhibit 6: Draft Development Agreement Addendum

Exhibit 7: Ordinance and Summary

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)*	Soterra Subdivision Phase 2
Site Address(s): *Upload separate attached sheet if more than six (6) site addresses*	205 W USTICK RD
Suite #s:	
Parcel #s:	R3258300000 R3258301100
Total Acres:	38
Prior Use of Property:	Agriculture
Proposed Use of Property:	Commercial and single family

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:	Patrick Connor
Company Name: *(if applicable)*	Ardurra
Mailing Address:	1144 S. Silverstone Way, Suite 320 Meridian, ID 83642

Phone:	214 564 2812	**Email:**	pconnor@ardurra.com

Email Address:	pconnor@ardurra.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:	Land Ex Soterra LLC
Mailing Address:	12682 S FORT ST Draper, UT 84020
Phone:	
Email:	

V. Contractor / Developer Information *(fill out, if applicable)*

Name:	
Company Name: *(if applicable)*	
Mailing Address:	
Phone:	
Email:	

VI. Architect Information *(fill out, if applicable)*

Name:	
Company Name: *(if applicable)*	
Mailing Address:	
Phone:	
Email:	

VII. Civil Engineer / Surveyor Information *(fill out, if applicable)*

Name:	Isaac Josifek
Company Name: *(if applicable)*	Ardurra
Mailing Address:	332 North Broadmore Way Nampa, ID 83687

Phone:	208 323 2288	**Email:**	ijosifek@ardurra.com

VIII. Landscape Architect Information *(fill out, if applicable)*

Name:	Jaime Snyder
Company Name: *(if applicable)*	Ardurra
Mailing Address:	1144 South Silverstone Way, Suite 320 Meridian, ID 83642

Phone:	208 323 2288	**Email:**	jsnyder@ardurra.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)

Patrick Connor _____ 12/21/25 _____

Applicant / Applicant's Representative Printed Name Date

_____

Applicant / Applicant's Representative Signature

City of Caldwell
Planning and Zoning Department
621 Cleveland Blvd., Caldwell, Idaho, 83605
Phone: (208) 455-3021 | Web: www.cityofcaldwell.org

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		
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	X	
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.		
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		
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.		
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	x	
Public Transit Stops	Location of any public transit	x	
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.	X	
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	x	
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? 2
Development timeline for full build out?	

LAND USE AND ZONING INFORMATION

	Zoning Designation	Comp Plan Designation	Land Use
Existing (Subject Property)	C-2	Community Center	Ag
Proposed (Subject Property)	C-2 and R-2	Community Center	Mixed use
North of Site	County	Community Center & NH 2	Ag and single family
South of Site	R-1	Neighborhood 1	Ag and single family
East of Site	C-2	Community Center & NH 2	Ag and single family
West of Site	County	Community Center & NH 2	Ag and single family

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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	111	33.62	58%
Commercial Lots	3	4.39	8.5%
Industrial Lots	-		
Common Lots	18	4	21.6%

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	New building on-going	111	New building on-going	111	30 (R1) and 40' (R2)	TBD
Townhomes		0		0		
Two-family *(duplex)*		0		0		
Three-family residential *(triplex)*		0		0		
Four, five and six family *(fourplex, fiveplex, and sixplex)*		0		0		
Multi-family (7 or > dwelling units) in a single building		0		0		
Commercial	0	3	N/A	N/A	55	TBD
Industrial	0	0	N/A	N/A	0	0

Type of Commercial or Industrial Buildings:	Single-tenant building(s)	Multi-tenant buildings
	0	3 single tenant buildings, TBD

DENSITY AND OPEN SPACE (Comprehensive Plan and CCC 10-07-05)

	Max. Allowed	Proposed
Dwelling units per gross acre (Density):	15 du/ac (Community Center) and 8 du/ac (Neighborhood 1)	2.7 unit/ac (R-1) and 4.5 units/ac (R-2)
Total Open Space	% Required	% Proposed
	see code	21.6%
Total "Qualifying" Open Space	% Required	% Proposed
	10%	13.9%
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	n/a per Idaho state law (HB 86)	n/a per Idaho state law (HB 86)
Off-street parking spaces	79	86
Commercial loading spaces	n/a	n/a
Industrial loading spaces	n/a	n/a
Bicycle parking spaces:	1 per 10 vehicle spaces	1 per 10 vehicle spaces
Describe any public transportation facilities that will be provided in accordance with (CCC 10-02-05 B)		
Public Amenities:	***Provide a description of the type of public amenities proposed***: canal pathway along western side of property	

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:*
Micro Pathways	*Describe location, width, and landscaping* 5' community pathways through common areas connecting to the Phyllis Canal pathway and commercial property
Public Pathways *(per Bicycles and Pathways Master Plan)*	*Describe location, width, landscaping, and any proposed fencing:* Public pathway along Phyllis canal.

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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)*
W. Ustick Rd	25'	30'	49%	18	25	158	per code
S. Kimball Ave	20'	20	46%	6	25	52	per code
Soterra Way (North)	10'	10'	33%	11	25	101	per code
Soterra Way (South)	10'	10'	49%	16	25	143	per code

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							
South Property Line	20'	20'	50%	27	30	225	per code
East Property Line							
West Property Line							

PUBLIC SIDEWALKS

Location (Street Name)	Min. Width Required	Proposed Width	Type of Sidewalk		
Local Streets	5'	5'	Meandering	Attached	Detached
			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
		N/A
	Nearest Water Line Connection:	
Sewer (Wastewater):		Individual Septic
	X	City Municipal Sewer
		N/A
	Nearest Sewer Line Connection:	
Irrigation:		Surface
		Irrigation Well
	X	Pressurized
		Gravity
		N/A
	Nearest Irrigation Connection: Soterra Ph 1	
	Irrigation District: Pioneer Irrigation District	

City of Caldwell
Planning and Zoning Department
621 Cleveland Blvd., Caldwell, Idaho, 83605
Phone: (208) 455-3021 | Web: www.cityofcaldwell.org

Stormwater:	X	Swales
		Ponds
		Borrow Ditches
		Other, Explain:
Stormwater Management:	Does the site disturb one or more acres of land? (Yes) No	
Fire Suppression Water Supply Source:	Municipal	
Sources of Surface Water on or Nearby Properties (i.e., creeks, ditches, canals, lake, etc.):	Irrigation water rights	
Type of Site Access:		Street Frontage Ustick Rd
		Easement Easement Width: Instrument #
Street(s) Providing Access:	Ustick Rd, S. Kimball Ave, and Soterra Way	
Will Secondary Access for Fire be Provided:		(Yes)
		No
Internal Roads:		(Public)
		(Private) Two private driveways
		Internal Circulation
		Road User's Maintenance Agreement Inst#
School Districts Serving this Location:		(Caldwell School District)
		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	

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Describe any other unique site characteristics:	

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

Patrick Connor
Applicant / Applicant's Representative Printed Name

12/21/25
Date

Applicant / Applicant's Representative Signature

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REZONE 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.

☐ Filing fees **(see Section 2 below)**

☐ PDF Documents shall be formatted in accordance with **Section 5** below.

☐ All documents shall follow the naming conventions as shown here.

SECTION 2: Filing Fees

Refer to the Department fee list for most current fees.

☐ Application / 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 or agent 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 the property boundary
- ☒ A copy of the 500' mailing list
- ☒ A copy of the sign-in sheet, with your signature for certification

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☐ ***Legal Description and Exhibit.*** 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 stamped and certified by a land surveyor registered to the State of Idaho and shall be accompanied by an exhibit stamped and certified by a land surveyor registered in the State of Idaho. For multiple parcels with different zoning designations, the legal descriptions and exhibit shall indicate the area for each zone, along with the acreage and boundaries.

☒ ***Location / Vicinity Map.*** Showing the boundaries of the subject property with relation to nearby roadways and landmarks.

☐ ***Project Narrative.*** A detailed project narrative addressing the following:

- ☐ Description of overall proposed rezone and future 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.

☐ ***Conceptual Development Plan*** (If the rezone request is not associated with a special use permit, planned unit development or subdivision plat request).

SECTION 4: Project Specific Details

Fill in all the information below that is applicable to the project being proposed.

SUBJECT SITE LAND USE AND LAND USE INFORMATION			
Existing Zoning Designation:	C2		
Proposed Zoning Designation:	C2 and R2		
Existing City Comprehensive Plan Future Land Use Designation:	Community Center		
Existing Land Use:	Raw land		
Proposed Land Use:	Community commercial and single family residential		

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SURROUNDING LAND USE AND ZONING INFORMATION			
	Existing Zoning Designation	**Existing City Comp Plan Designation**	**Existing Use of Site**
North of Subject Site:	County	Community Center & NH 2	Ag and single family
South of Subject Site:	R-1	Neighborhood 1	Ag and single family
East of Subject Site:	C-2	Community Center & NH 2	Ag and single family
West of Subject Site:	County	Community Center & NH 2	Ag and Single family

EXISTING UTILITIES, INFRASTRUCTURE AND PUBLIC SERVICES INFORMATION		
Type of Site Access:	☒	Street Frontage
	☐	Easement Easement Width: Instrument #
Street(s) Providing Access to Site:	S. Kimball Ave and Soterra Way	
Existing Domestic Water:	☐	Individual Domestic Well – How Many?
	☐	Centralized Public Water System
	☒	City Municipal Water System
	☐	N/A
	Nearest Water Line Connection:	
Existing Sewer (Wastewater):	☐	Individual Septic
	☒	City Municipal Sewer
	☐	N/A
	Nearest Sewer Line Connection: S. Kimball Ave and Soterra Way	
Existing Irrigation:	☐	Surface
	☐	Irrigation Well
	☒	Pressurized
	☐	Gravity
	☐	N/A
	Nearest Irrigation Connection: Soterra Ph 1	
	Irrigation District: Pioneer and Wilder Irrigation District	
	☒	Caldwell School District

School Districts Serving this Location:	☐	Vallivue School District
	☐	Nampa School District

CRITERIA FOR REZONE REQUEST
Please answer all of the questions below.
Please explain how the proposed zoning map amendment is consistent with the comprehensive plan's land use map, and the plan's established goals, objectives, and policies? Indicate which goals, objectives and policies it meets.
The comprehensive plan identifies this area as “community center” which supports the zones of C-2 and R-2, medium density residential. We are seeking a rezoning of 8.28 acres to R-2 (medium density residential) to transition between the 3.23 acres of C-2 commercial use and the southern R-1 low density residential usage. This rezoning is intended to establish a transitional buffer between areas designated for commercial and low-density residential land uses. Decreasing the area of C-2 from 15 acres down to 3.23 acres, and integrating the pedestrian network, integration of the buildings into the built environment, allows for a more community friendly commercial center rather (restaurant, medical office, retail) rather than very large-scale 15-acre commercial development. Introducing R-2 as a transition between C-2 and R-1 will diversify housing options and align with the Comprehensive Plan's Land Use Goals and Policies: •GOAL 2: Foster a cohesive sense of community and identity through the establishment of mixed-use neighborhoods. •GOAL 3: Cultivate livable, affordable, interconnected, and sustainable communities. - Policy 3-1: Foster pedestrian-friendly neighborhoods with local commercial hubs and efficient connectivity between residential areas. - Policy 3-2: Optimize land utilization by promoting high-density residential development in areas equipped with adequate amenities, serving as a buffer between less densely populated residential areas and commercial zones, while bolstering public transit infrastructure.
Please explain how the proposed map amendment is consistent with the purpose statement of the proposed zoning district as specified in Caldwell City Code.

RS-2 ZONE: The purpose of this zone is to provide areas by zoning procedures in accordance with the comprehensive plan that provides areas which are characterized by large residential lots, although slightly smaller residential lots than within the RS-1 zone, that accommodate low density single-family residential dwelling units (including accessory dwelling units). The RS-2 zone serves as a transition between Caldwell's denser neighborhoods and the RS-1 zone.

This application aligns with the goal of the R-2 zone as it is will be a transition between the existing C-2 and R-1 zones. The R-1 zones are established in the neighboring communities and now the R-2 zone is critical to provide a transition to the C-2 zone. This blend of residential options allows for a variety of housing options of Caldwell citizens. The pedestrian integration of the newly designed C-2 zone will make this community connected to a variety land community focused land-uses.

Please explain how the intensity of development in the new zoning district will not create significant adverse impacts to surrounding properties or the neighborhood or explain the impacts and how the impacts are proposed to be mitigated.

The current zoning is 15 acres of C-2 and we are proposing to shrink the C-2 zone to 3.23 aces and transition the balance to R-2 single family residential. From a traffic impact perspective, the change will create less traffic impact from a large scale commercial complex as commercial zoning has a much higher traffic impact than residential. The smaller scale commercial center will likely develop sooner than a large scale C-2 use, thus providing pedestrian friendly commercial uses for Soterra and neighboring communities. The will alleviate travel impacts from driving away from home for commercial services and instead utilizing services nearby.

Will adequate public facilities exist, or be provided, to serve all uses allowed on this property under the proposed zone? Please explain.

Yes, the infrastructure improvements for Soterra Ph 1 are in place and the required public services are suitably designed for this second phase of the project.

SECTION 5: PDF Formatting Requirements

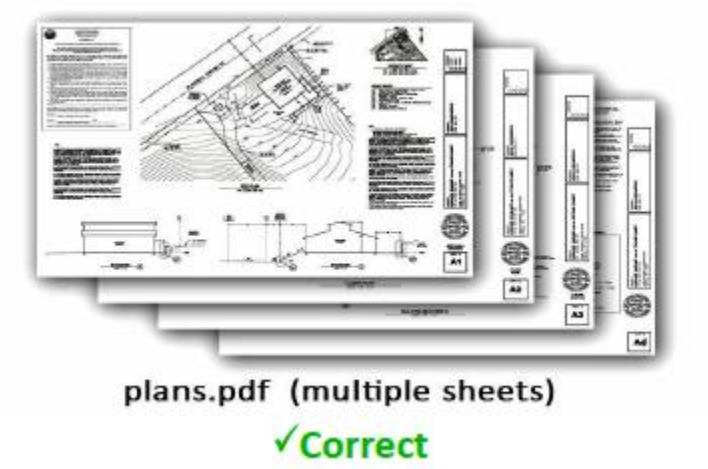
Portable Document Format (PDF) is the industry standard for electronic plans. The City of Caldwell only accepts PDF files for plan review. PDF files must be properly formatted as described below. Please read the instructions carefully. Improperly formatted plans can delay the plan review process for 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.

SECTION 6: 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 prescreening process. This could impact neighborhood meeting deadlines and scheduling of public hearing dates.

☐ I acknowledge that I have read, understand, and am in compliance with all standards, terms, and requirements listed in Caldwell City Code; and

☐ I certify I am the:

City of Caldwell
Community Development Department
Planning & Zoning Division
Phone: (208) 455-3021 | Web: www.cityofcaldwell.org

☐ Property Owner as the Applicant ☐ Property Owner's Agent / Representative

_____ _____
Applicant / Applicant's Representative Printed Name Date

_____
Applicant / Applicant's Representative Signature

ARDURRA

Tuesday, April 21, 2026

SUBJECT: Soterra Subdivision | DA Mod, Rezone, Pre-Plat

Dear Commissioners, Council, and Staff:

Ardurra and LandEx LLC respectfully submit the enclosed applications: Development Agreement Modification, Rezone, and Preliminary Plat. Soterra Subdivision Phase 2 and Phase 3 encompass approximately 15.77 acres located on parcels R325830000 and R3258301100, 205 W Ustick Rd. The subject parcel has frontage onto Ustick Rd. These two phases of the project are part of the overall 38-acre Soterra Subdivision. The first phase of development, the southern 18 acres, is fully constructed and is currently housing new home construction. The preliminary plat aspect of this application includes the full 38 acres, albeit only the northern 15 acres are requesting changes given the southern portion is complete.

Background:

Soterra Preliminary Plat was approved in 2022 by the City of Caldwell. The northern 15.77 acres of the Soterra project was designated as C-2 zone when the property was annexed into the city. The southern portion of the project was developed as R-1 detached single family residential lots in 2024. The northern C-2 zone has remained undeveloped. In 2024, there was an application to revise the Soterra Phase 2 & 3 preliminary plat and zoning to include a mix of commercial pads and multi-family residential product on the northern 15 acres. The application was denied because of the Council's opposition to multi-family housing and recommended the applicant return with a single-family concept.

This new application seeks to update the 15 acres with a new preliminary plat, keep the northern 4.39 acres as C-2 zone, and re-zone the southern 11.38 acres to R-2 as detached single family residential lots. Based on Council's direction, this will best integrate with the existing residential land use in the area. The comprehensive plan demarks this area as "community center" which supports the zones of C-2 and R-2, medium density residential.

Project Design:

Community-oriented commercial along Ustick Rd is an appropriate land use as illustrated in the concept plan. The approximately 5,000 square foot building pads could house office, medical office, daycare, fitness center, etc. as potential tenants of these spaces. The marketability of the full 15.77 acres of the site to a single commercial user is not suitable in this location given only one full access to Ustick, extended distance from a major intersection, and the limited number of prospective buyers of the site. In addition, full commercial use in combination with the lack of multiple full access points may increase traffic through neighboring subdivisions.

The southern 11.38 acres of the site is proposed as R-2, medium density residential. The proposed use is detached single family residential lots which provide an appropriate transition from the community commercial to the existing larger lots of Soterra Subdivision No. 1 that are currently under construction. We agree with the City Council and neighbors that retaining some C-2 zone and providing cottage-style single family housing transitioning between the commercial use and the existing R-1 neighborhood is the best use of the site.

Partial Rezone:

The parcel currently sits within the city limits zoned as C-2 (Community Commercial). Our aim is to preserve this zoning classification and its consistency with the Comprehensive Plan for the northern 4.39 acres of the property. However, we are seeking a rezone of 11.38 acres to R-2 (medium density residential) to transition between the northern commercial use and the southern low density R-1 residential usage. This rezoning is intended to establish a density transition between areas designated for commercial and low-density residential land uses. The comprehensive plan designates this area as "community center" which supports C-2 and R-2 zoning.

Development Agreement Modification:

We are requesting a Development Agreement Modification so that the current Development Agreement better represents our visions for this property. The original development agreement was signed on March 10, 2022, for Soterra Subdivision (Instrument No. 2022-012912). This request is to modify the current Development Agreement to include the proposed plan and requirements as seen throughout this narrative and application. We are seeking modification of the development agreement to accommodate the inclusion of detached single family residential lots with an R-2 zoning. We are also requesting a density reduction for an R-2 zone located in a "Community Center" land use designation as part of the comprehensive plan. Caldwell city code requires a density of 8 DU/AC-15 DU/AC in an area designated Community Center. However, the portion of R-2 zoning we are requesting yields a density of 5.16 DU/AC. Through the development agreement modification, we are requesting this density reduction. This modification is necessary to address the pressing demand for a variety of housing options and smaller commercial spaces, as well as to satisfy the request of council at the previous application's denial. Currently, the agreement exclusively permits large-scale commercial developments, neglecting the potential for residential components. By allowing residential units, we can diversify the offerings within the City of Caldwell thereby enhancing the community's living options and economic opportunities.

Preliminary Plat:

City of Caldwell staff requested that that scope of the new preliminary plat include the full 38 acres of Soterra, although we are only requesting changes to the northern 15.77 acres. In the updated preliminary plat, the overall single family lot count is 111 with an overall gross density of 3.46 DU/AC. Phase 1 yields a gross density is 2.7 DU/AC (60 lots over 22.24 acres). Phase 2 is proposing a gross density of 5.16 DU/AC and a net density of 9.9 DU/AC (excluding all proposed R/W).



R-2 Residential:

Soterra Subdivision Phase 2 is envisioned to be a boutique single family community with 51 planned home sites spanning over 9.88 acres (this excludes the already constructed and platted Soterra Way). This results in a gross density of 5.16 DU/AC, which we are requesting as a reduction to the density requirement in a community center land use designation. This smaller scale community will offer housing options for a broad swath of homebuyers in Caldwell from entry level buyers, small families, empty-nesters and retirees. The residential lots are integrated between the commercial property to the north and the low density residential to the south. This provides a coherent transition between the uses while providing walkability to the Phyllis Canal pathway along the west side and the community commercial attractions along Ustick.









Commercial:

The 3 acres of commercial envisioned for the north portion of the project are designed to be neighborhood centric uses in the integration into the pedestrian network, frontage along Ustick Rd and cohesiveness with the neighboring uses. Given the comprehensive plan designating this area as "community center" we focused our land use design to set the stage for a neighborhood scale commercial development. In the plan, there is an activated streetscape along Ustick Rd, with outdoor courtyards, detached sidewalk pulled closer to the buildings to create an inviting space for pedestrians to best utilize the commercial uses.













An important factor is the change from 15 acres of large-scale commercial to a community-oriented design to attract a more suitable kind of commercial use to the area more quickly. There are a multitude of large 10-15+ acre commercial properties that sit undeveloped because of the limited market for a commercial user of this size in this area. Yet smaller commercial pads that are intended for integration into the fabric of the residential community (as we are proposing) provide the best chance to bring desired services sooner to our community. This is the purpose of this application.

Neighborhood Inclusion

In an effort to build a community with the support of existing residents in Soterra Phase 1, Cumberland Estates, and the surrounding neighbors, we conducted a survey to assess their desires for the Soterra Phase 2 & 3 project. Utilizing Cumberland Estates' neighborhood Facebook page and HOA communication network, we gathered survey data from 25 residents in the immediate area. The results provided a clearer understanding of neighbor's desires as well as understanding the most desirable community businesses and services near their homes.

There was overwhelming support for specific commercial services that we are proposing for this project. The preferred commercial businesses of residents surveyed were:

- 92% would like to see a restaurant or café.
- 60% would want to see a small retail store.
- 40% would like to see a medical office use.

There was very low support for a 15-acre commercial development, which is currently zoned for the parcel with only 3 responders saying they would support a large retail complex. Most residents were concerned about the potential impacts of large parking lot lighting and increased cut-through traffic that would come along with a large commercial complex. The most exciting outcome of the survey was the 72% of responses that said they would *frequently* use the neighborhood centered commercial services. Another 12% said they would frequent the businesses on occasion, while the remaining 16% were unsure.

Landscaping /Open Space/Amenities:

Soterra Subdivision Phase 2 & 3 has proposed 2.86 acres of total open space, with 1.94 acres of qualifying open space (14.2%). All the required open space in the Soterra community was built in phase 1 of the project. So, the additional open space is above and beyond what was initially approved with the project. The planned open space is a major pathway along the Phyllis Canal that ties into the previously constructed Phase 1 pathway. In addition, there are common landscape areas scattered throughout the site, with a proposed tot lot playground near the Phyllis Canal major pathway.



Sewer and Water:

The development will connect to the City of Caldwell services as they are available at the site. We will work with the City's Public Works and engineering department to meet all standards and codes set forth regarding design and construction.

Roadway Improvements:

This application intends to maintain the terms in the original development agreement regarding the necessary roadway improvements. These improvements include the full frontage half street improvements to Ustick and Kimball Roads. We will work and comply with all requirements set forth by the City of Caldwell. These improvements as set forth in the original development agreement where requirement to be completed with the first phase of development, this is something that is planned to be executed prior to anything is completed on this request.

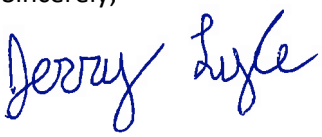
Conclusion

In conclusion, Ardurra and LandEx, LLC respectfully submit the enclosed applications for the comprehensive development of Soterra Subdivision Phase 2 & Phase 3, located at 205 W Ustick Rd. This meticulously planned mixed-use project encompasses a blend of commercial and residential spaces across 38 acres, with zoning classifications of Community Commercial C-2, Low Density Residential R-1,

and Medium Density Residential R-2. Given Phase 1 of the project is already complete, this application proposes 3 commercial units and 51 residential lots to be executed in two phases, aligning with the city's comprehensive plan and development regulations. We hope that the City of Caldwell elected officials appreciate the additional effort in reaching out to neighbors and understanding their desired commercial services. We believe that this project will delivers a complement of the City's vision and the neighbor's desires for this property.

Feel free to contact me via email at jlyle@ardurra.com or via phone at (208) 425-6300 if you have any further questions or need clarification.

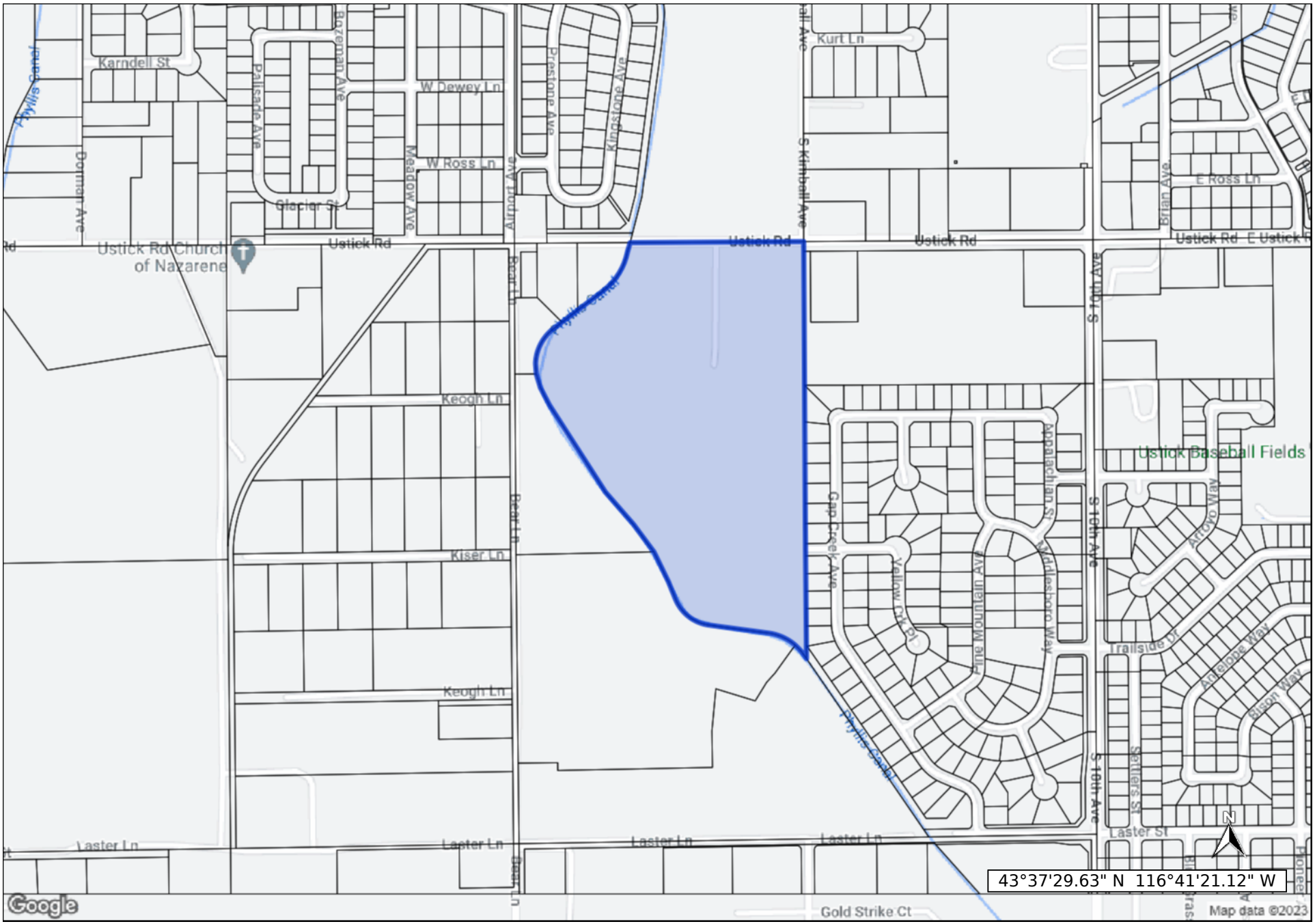
Sincerely,



J.D. Lyle
Project Manager

Vicinity Map

Soterra Subdivision



Oct 30, 2023 - landproDATA.com
Scale: 1 inch approx 600 feet

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PRELIMINARY PLAT FOR
SOTERRA SUBDIVISION

A PORTION OF THE W 1/2 OF THE NE 1/4 OF SECTION 4
TOWNSHIP 3 NORTH, RANGE 3 WEST, BOISE MERIDIAN
CALDWELL, IDAHO
2024

SHEET INDEX

P0,00	COVER
P1,00	PHASING PLAN
P1.01	ZONING PLAN
P2,00	SITE PLAN - PHASE 2 & 3
P2.01	SITE PLAN - PHASE 1
P2.02	ROAD SECTIONS
P3.00	LOT DIMENSIONS - PHASE 2 & 3
P3.01	LOT DIMENSIONS - PHASE 1

LEGEND

	SUBDIVISION BOUNDARY
R/W	ROAD RIGHT-OF-WAY
	PROPOSED EASEMENT
	PROPOSED LOT LINE
SEW	PROPOSED SEWER MAIN
W	PROPOSED WATER MAIN
PI	PROPOSED PRESSURE IRRIGATION MAIN
Ⓢ	PROPOSED SEWER MANHOLE
1	LOT NUMBER
[1]	BLOCK NUMBER

0 75 150 300 450



CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	300.69'	230.28'	43°52'47"	S35°19'16"W	224.70'
C2	293.17'	102.44'	20°01'11"	S44°01'50"W	101.92'
C3	215.09'	152.31'	40°34'21"	S1°01'17"E	149.15'
C4	194.90'	201.54'	59°14'52"	S50°57'24"E	192.68'
C5	237.43'	192.62'	46°28'56"	S58°14'38"E	187.38'

LINE TABLE

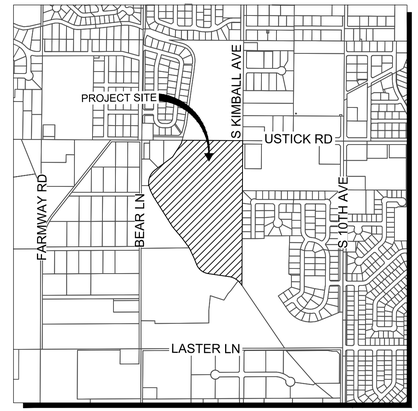
LINE	BEARING	DISTANCE
L1	S12°09'21"W	49.04'
L2	S35°00'28"E	26.94'

AREA AND LOT SUMMARY

TOTAL AREA	38.00 AC
TOTAL RIGHT-OF-WAY	8.61 AC
TOTAL RIGHT-OF-WAY PERCENTAGE	22.7%
TOTAL NUMBER OF LOTS	132
MEDIUM DENSITY RESIDENTIAL LOTS (R-2)	51
LOW DENSITY RESIDENTIAL LOTS (R-1)	60
COMMERCIAL LOTS	3
TOTAL COMMON LOTS	18
COMMON ACCESS LOTS	3
TOTAL OPEN SPACE (SEE NOTE 13)	2.49 AC
TOTAL QUALIFYING OPEN SPACE (SEE NOTE 13)	1.90 AC
TOTAL QUALIFYING OPEN SPACE PERCENTAGE (SEE NOTE 13)	13.9%
NET MEDIUM DENSITY RESIDENTIAL AREA (R-2)	8.28 AC
NET COMMUNITY COMMERCIAL AREA (C-2)	3.23 AC
NET LOW DENSITY RESIDENTIAL AREA (R-1)	13.79 AC
TOTAL NET COMBINED AREA	25.32 AC
GROSS RESIDENTIAL AREA (R-2)	11.38 AC
PROPOSED RESIDENTIAL DENSITY (R-2)	4.48 UNITS/AC
GROSS RESIDENTIAL AREA (R-1)	22.24 AC
RESIDENTIAL DENSITY (R-1)	2.70 UNITS/AC
AVERAGE BUILDABLE LOT SIZE (R-1 & R-2)	7,568 SF

SURROUNDING PROPERTY OWNERS (300')

KEYNOTE	PARCEL	NAME	ADDRESS
1	R3567911000	SIEWERT STANLEY	4003 PRESTON AVE CALDWELL ID 83605
2	R3567912800	MARTIN SHERRI E	4002 KINGSTON AVE CALDWELL ID 83605
3	R3567910900	NEWBURY OWNERS ASSOCIATION INC	PO BOX 2654 EAGLE ID 83616
4	R3567914900	SANDERCOCK ARTHUR GREGORY	405 SUNDERLAND ST CALDWELL ID 83605
5	R3567914800	KRAMER GENE	325 SUNDERLAND ST CALDWELL ID 83605
6	R3567914700	BAILEY SARAH	319 SUNDERLAND ST CALDWELL ID 83605
7	R3567914600	1996 GODFREY FAMILY TRUST	4007 KINGSTON AVE CALDWELL ID 83605
8	R3567914500	REA SHIRLEY MAE	4001 KINGSTON AVE CALDWELL ID 83605
9	R3258400000	OLSEN SCOTT RON	419 W USTICK RD CALDWELL ID 83605
10	R3258218000	ELLIS WILLIAM DEAN	4318 GAP CREEK AVE CALDWELL ID 83607
11	R3258217900	MONTALBO TRUST	4312 GAP CREEK AVE CALDWELL ID 83607
12	R3258217800	PRESCHER STEVEN C	4306 GAP CREEK AVE CALDWELL ID 83607
13	R3258217700	MARSICOLA REVOCABLE INTER VIVOS TRUST	107 APPALACHIAN ST CALDWELL ID 83607
14	R3258217600	MCLANE CHRISTINE C	24718 TRIBE SQ STERLING VA 20166
15	R3258217500	BURCH ROBERT	119 APPALACHIAN ST CALDWELL ID 83607
16	R3258218600	HARRISON COURTNEY L	4311 GAP CREEK CALDWELL ID 83607
17	R3258218900	DUERKSEN JACKIE J	4314 PINNACLE PL CALDWELL ID 83607
18	R3258218700	LEE KENNETH E	4317 GAP CREEK AVE CALDWELL ID 83607
19	R3258219000	FULLERTON PATRICK	4320 PINNACLE PL CALDWELL ID 83607
20	R3258218100	HAMMONS BRENT	4404 GAP CREEK AVE CALDWELL ID 83607
21	R3258218600	GORDON THOMAS J	4403 GAP CREEK AVE CALDWELL ID 83607
22	R3258219100	GOWDY RONALD C	4402 PINNACLE PLACE CALDWELL ID 83607
23	R3258218200	RITTHALER CADE T	4410 GAP CREEK AVE CALDWELL ID 83607
24	R3258218500	TRUEBLOOD MARVIN AND MARGARET DECLARATION OF TRUST	4409 GAP CREEK AVE CALDWELL ID 83607
25	R3258219200	GRAVES GENE A	4408 PINNACLE PLACE CALDWELL ID 83607
26	R3258218300	WATTERS FAMILY TRUST	4416 GAP CREEK AVE CALDWELL ID 83607
27	R3258218400	CORRIGAN DONNA V	4415 GAP CREEK AVE CALDWELL ID 83607
28	R3258222600	THIES WILLIAM ANDREW	123 E PINEVILLE ST CALDWELL ID 83607
29	R3258219900	IDAHO COLORADO TRUST	4422 GAP CREEK AVE CALDWELL ID 83607
30	R3258222700	VENTURELLI KENNY AND JULIE TRUST	4421 GAP CREEK AVE CALDWELL ID 83607
31	R3258222900	TOIVONEN LINDA	4512 GAP CREEK AVE CALDWELL ID 83607
32	R3258220900	PETERSON JACK G	4511 GAP CREEK AVE CALDWELL ID 83607
33	R3258221000	BECKWITH JAMES J	4510 YELLOW CREEK PL CALDWELL ID 83607
34	R3258223000	NEFF PHIL HARVEY TRUST	4518 GAP CREEK AVE CALDWELL ID 83607
35	R3258220800	JACK BRIAN	4517 GAP CREEK AVE CALDWELL ID 83607
36	R3258221100	RINDERNECK LIVING TRUST	4516 YELLOW CREEK PL CALDWELL ID 83607
37	R3258223100	POLLOCK JORDAN LORENZO	4524 GAP CREEK AVE CALDWELL ID 83607
38	R3258220700	VERMEER MARIE	4523 GAP CREEK AVE CALDWELL ID 83607
39	R3258221200	UNITES 2013 FAMILY TRUST	4522 YELLOW CREEK PL CALDWELL ID 83607
40	R3258223200	BREWER BETH A	4602 GAP CREEK AVE CALDWELL ID 83607
41	R3258220600	WIGHT RANDALL G AND SUSAN MARIE ASHBRIDGE WIGHT REVOCABLE TRUST	4601 GAP CREEK AVE CALDWELL ID 83607
42	R3258221300	MOSTAD CHRISTOPHER PAUL	4600 YELLOW CREEK PL CALDWELL ID 83607
43	R3258223300	IVCHENKO IGOR	4608 GAP CREEK AVE CALDWELL ID 83607
44	R3258220500	DRINKWINE GILFERD JOHN II	4609 GAP CREEK AVE CALDWELL ID 83607
45	R3258223400	ALLEN JEFF AND VAL LIVING TRUST	4614 GAP CREEK AVE CALDWELL ID 83607
46	R3258220400	MARTINEZ TERRENCE	4619 GAP CREEK AVE CALDWELL ID 83607
47	R3258223500	BARTLEY BRIAN	4618 GAP CREEK AVE CALDWELL ID 83607
48	R3258220300	SPENCE DAVID	4623 GAP CREEK AVE CALDWELL ID 83607
49	R3258223600	FRYE BRANDI N	4622 GAP CREEK AVE CALDWELL ID 83607
50	R3258223700	WILCOX PATRICK BARNEY	4704 GAP CREEK AVE CALDWELL ID 83607



VICINITY MAP
SCALE: 1" = 1,000'

SITE DATA

OWNER
LANDEX ID SOTERRA LLC
12682 S FORT ST
DRAPER, UT 84020
PH: (435) 862-9515

ENGINEER
ARDURRA INC.
332 N BROADMORE WAY
NAMPA, ID 83687
PH: (208) 442-6300

SURVEYOR
ARDURRA INC,.
332 N BROADMORE WAY
NAMPA, ID 83687
PH: (208) 442-6300

PARCEL
R3258300000
R3258301100
205 W USTICK RD
CALDWELL ID 83607

ROADWAY JURISDICTION
CITY OF CALDWELL

SEWER & WATER DISTRICT
CITY OF CALDWELL

FIRE DISTRICT
CALDWELL RURAL FIRE

SCHOOL DISTRICT
CALDWELL SCHOOL DISTRICT

ZONING
EXISTING:
- COMMUNITY COMMERCIAL (C-2)
- LOW DENSITY RESIDENTIAL (R-1)

PROPOSED:
- MEDIUM DENSITY RESIDENTIAL (R-2)
- COMMUNITY COMMERCIAL (C-2)
- LOW DENSITY RESIDENTIAL (R-1)

IRRIGATION DISTRICT
PIONEER IRRIGATION DISTRICT
WILDER IRRIGATION DISTRICT (BOISE PROJECT BOARD OF CONTROL)

NOTES

1. THE PROJECT SHALL CONTAIN SINGLE-FAMILY AND COMMERCIAL LAND USES. SEE AREA AND LOT SUMMARY THIS SHEET.
2. BUILDING SETBACK AND DIMENSION STANDARDS SHALL BE IN COMPLIANCE WITH THE APPLICABLE ZONING REGULATIONS OF THE CITY OF CALDWELL UNLESS OTHERWISE SPECIFIED.
3. A GENERAL UTILITY EASEMENT OF 10 FEET WILL EXIST ALONG ALL FRONT AND REAR LOT LINES PER CITY OF CALDWELL SUBDIVISION CONSTRUCTION REQUIREMENTS.
4. THERE ARE NO KNOWN FLOOD PLAINS OR FLOODWAYS IN THE PROJECT AREA.
5. DIRECT LOT ACCESS TO USTICK ROAD AND S KIMBALL AVE IS PROHIBITED.
6. PRESSURE IRRIGATION SERVICES WILL BE PROVIDED TO ALL IRRIGABLE AREAS. THE SYSTEM WILL BE OWNED AND MAINTAINED BY THE CALDWELL MUNICIPAL IRRIGATION DISTRICT.
7. POTABLE WATER WILL BE SUPPLIED BY CITY OF CALDWELL.
8. SEWER WILL BE PROVIDED BY CITY OF CALDWELL.
9. STORMWATER TO BE DIRECTED THROUGH A SERIES OF PIPES, AND MANHOLES TO ONSITE STORM DRAIN FACILITIES.
10. DESIGN INFORMATION SHOWN HEREIN IS PRELIMINARY AND SUBJECT TO CHANGE BASED ON FINAL DESIGN AND AGENCY COMMENT.
11. USTICK PRIVATE ENTRANCE TO BE RIGHT IN RIGHT OUT ONLY.
12. TO THE BEST OF THE PREPARER'S KNOWLEDGE, THE PRELIMINARY PLAT MEETS ALL THE 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. (ORD, 2811, 11-2-2009)
13. TOTAL OPEN SPACE AND TOTAL QUALIFYING OPEN SPACE IS SHOWN FOR THE R-2 ZONED (PHASE 2) AREA ONLY. THIS IS SHOWN IN THE OPEN SPACE EXHIBIT INCLUDED WITH THIS PRELIMINARY PLAT APPLICATION. OPEN SPACE IN THE COMMERCIAL ZONED LAND (PHASE 3) IS INCLUDED IN THAT CALCULATION AS PART OF THE OVERAL PROJECT. PHASE 1 OPEN SPACE IS NOT INCLUDED AS THE CITY OF CALDWELL AGREED THAT PHASE 1 FULLFILLS THE OPEN SPACE REQUIREMENT IN ITSELF.

PROFESSIONAL ENGINEER LICENSED 19574 12/22/2025 STATE OF IDAHO ISAAC D. JOSIFEK

BORDER SIZE	22"x34"
DESIGNED	I. JOSIFEK
DRAWN	L. MILLER
CHECKED	I. JOSIFEK
APPROVED	I. JOSIFEK

REVISIONS

NO.	DESCRIPTION	DATE

ARDURRA
COLLABORATE. INNOVATE. CREATE.
332 N. BROADMORE WAY
NAMPA, IDAHO 83687
208-442-6300 | WWW.ARDURRA.COM

PRELIMINARY PLAT FOR:
SOTERRA SUBDIVISION
COVER

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE: December 22, 2025
PROJECT: 230186
SHEET: P0.00

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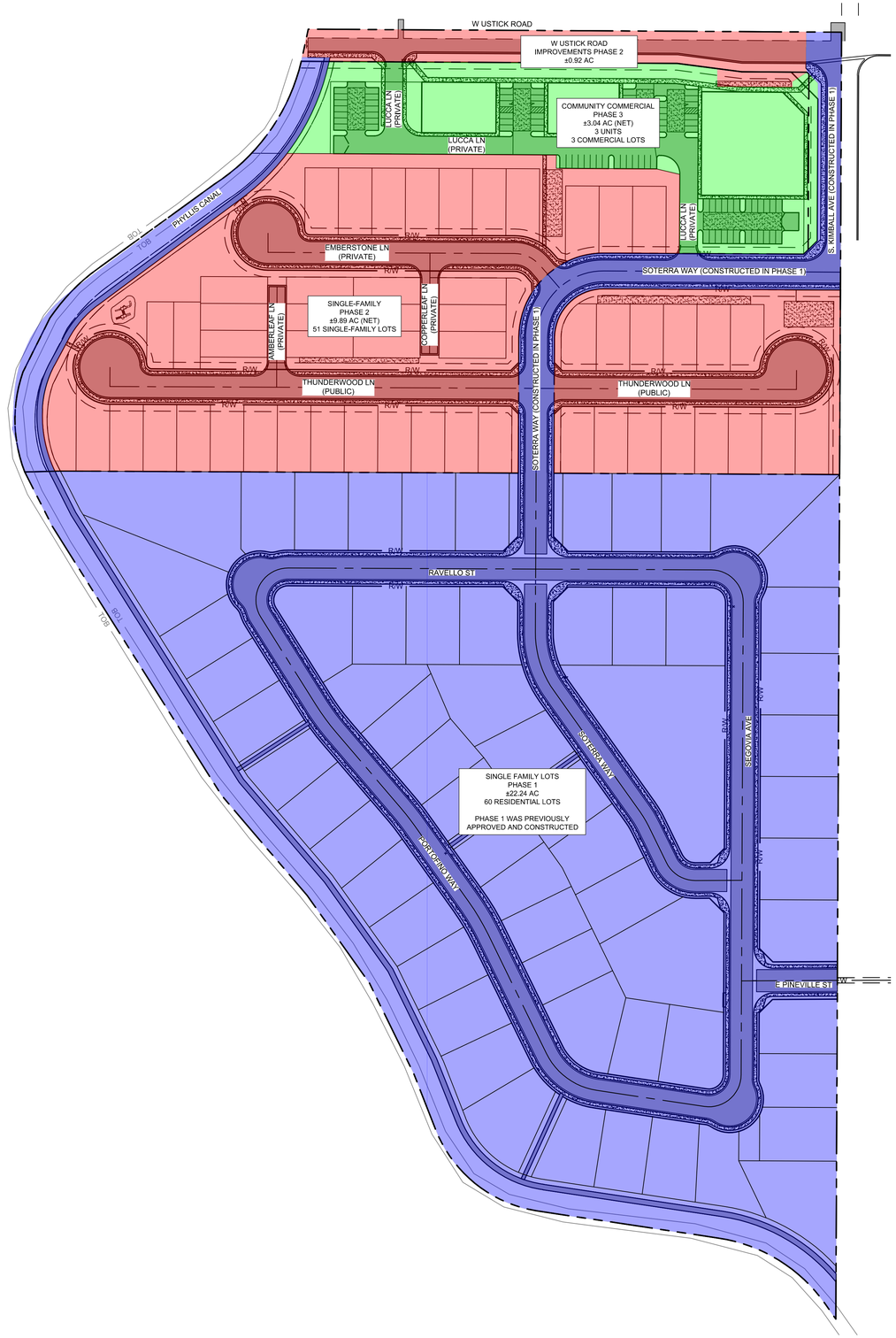

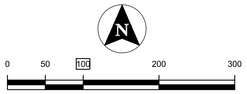

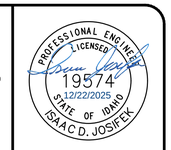

BORDER SIZE	22"x34"
DESIGNED	I. JOSIFEK
DRAWN	L. MILLER
CHECKED	I. JOSIFEK
APPROVED	I. JOSIFEK

REVISIONS

NO.	DESCRIPTION	DATE

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COLLABORATE. INNOVATE. CREATE.
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NAMPA, IDAHO 83687
208-442-6300 | WWW.ARDURRA.COM

PRELIMINARY PLAT FOR: SOTERRA SUBDIVISION

PHASING PLAN

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE: December 17, 2025
PROJECT: 230186
SHEET: P1.00

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PROFESSIONAL ENGINEER
LICENSED
19574
12/22/2025
STATE OF IDAHO
ISAAC D. JOSIFEK

BORDER SIZE	22"x34"
DESIGNED	I. JOSIFEK
DRAWN	L. MILLER
CHECKED	I. JOSIFEK
APPROVED	I. JOSIFEK

REVISIONS

NO.	DESCRIPTION	DATE

ARDURRA
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332 N. BROADMORE WAY
NAMPA, IDAHO 83687
208-442-6300 | WWW.ARDURRA.COM

PRELIMINARY PLAT FOR:

SOTERRA SUBDIVISION

ZONING PLAN

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE: December 17, 2025
PROJECT: 230186
SHEET: P1.01

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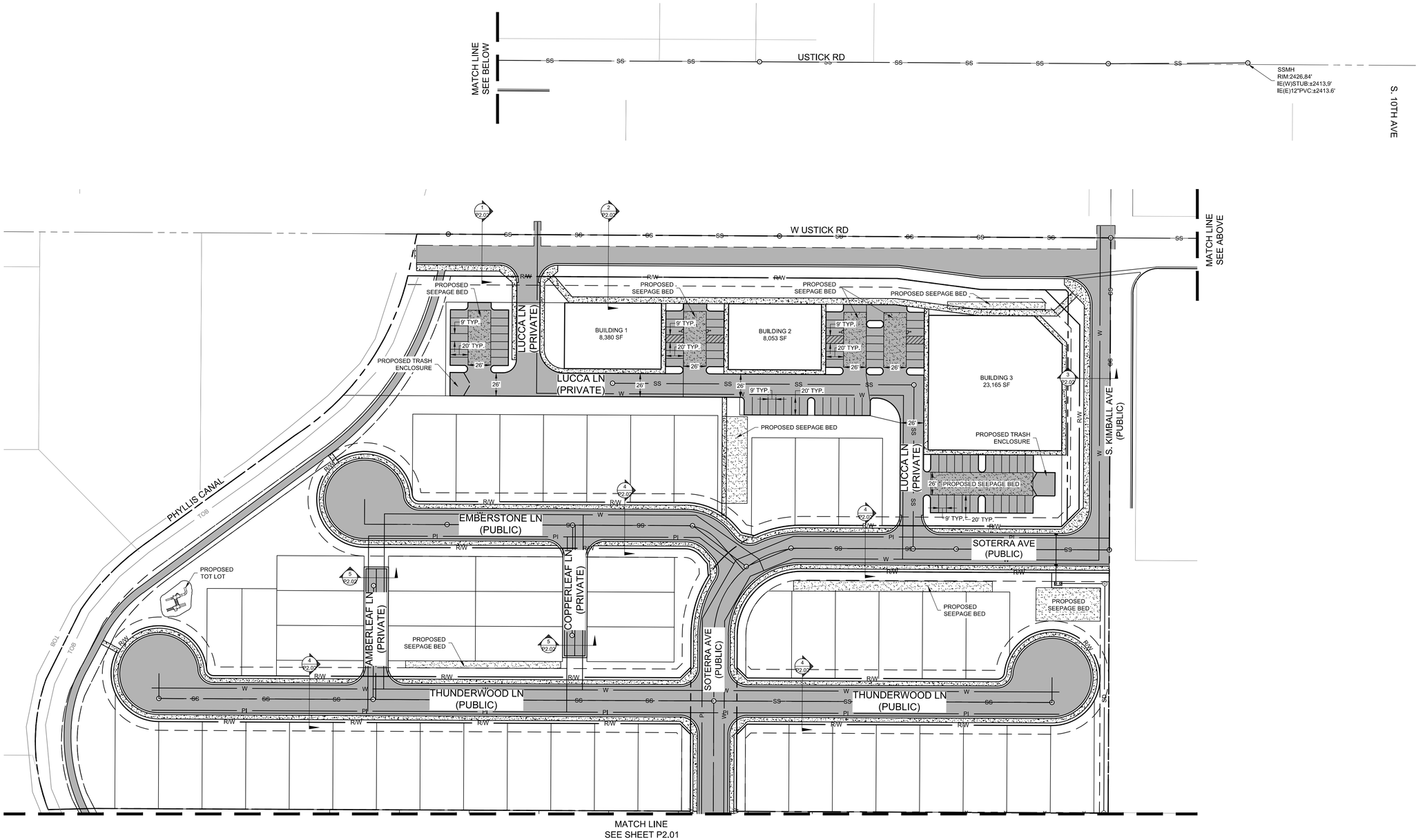
NOTES

1. SEE SHEET P2.02 FOR ROAD CROSS SECTIONS.
2. STORM DRAINAGE WILL BE CONVEYED TO SEEPAGE BEDS. SIZING OF STORAGE FACILITIES BASED ON A C VALUE OF 0.9 FOR COMMERCIAL AND 0.7 FOR MULTIFAMILY RESIDENTIAL.

N

0 30 60 120 180



BORDER SIZE	22"x34"
DESIGNED	I. JOSIFEK
DRAWN	L. MILLER
CHECKED	I. JOSIFEK
APPROVED	I. JOSIFEK

PROFESSIONAL ENGINEER LICENSED 19574 12/22/2025 STATE OF IDAHO ISAAC D. JOSIFEK

NO.	DESCRIPTION	DATE
	REVISIONS	

ARDURRA
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332 N. BROADMORE WAY
NAMPA, IDAHO 83687
208-442-6300 | WWW.ARDURRA.COM

PRELIMINARY PLAT FOR:

SOTERRA SUBDIVISION

SITE PLAN - PHASE 2 & 3

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE:	December 17, 2025
PROJECT:	230186
SHEET:	P2.00

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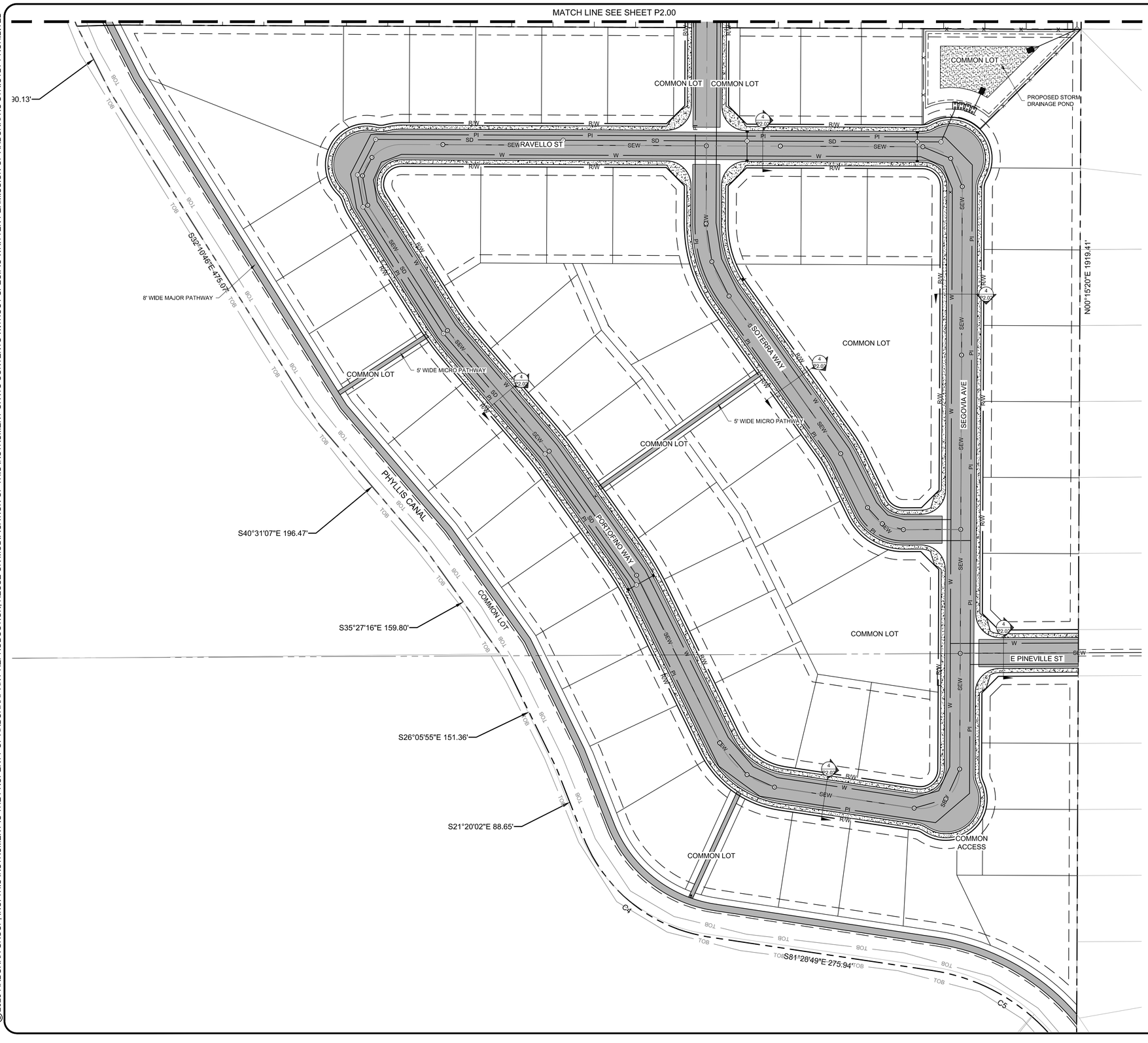

NOTES

1. SEE SHEET P2.02 FOR ROAD CROSS SECTIONS.
2. STORM DRAINAGE WILL BE CONVEYED TO SEEPAGE BEDS OR PONDS. SIZING OF STORAGE FACILITIES BASED ON A C VALUE OF 0.9 FOR COMMERCIAL, 0.7 FOR MULTIFAMILY RESIDENTIAL, AND 0.5 FOR SINGLE FAMILY RESIDENTIAL.

PROFESSIONAL ENGINEER
LICENSED
19574
12/22/2025
STATE OF IDAHO
ISAAC D. JOSIFEK

BORDER SIZE	22"x34"
DESIGNED	I. JOSIFEK
DRAWN	L. MILLER
CHECKED	I. JOSIFEK
APPROVED	I. JOSIFEK

REVISIONS

NO.	DESCRIPTION	DATE

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PRELIMINARY PLAT FOR:
SOTERRA SUBDIVISION
SITE PLAN - PHASE 1

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE: December 17, 2025
PROJECT: 230186
SHEET: P2.01

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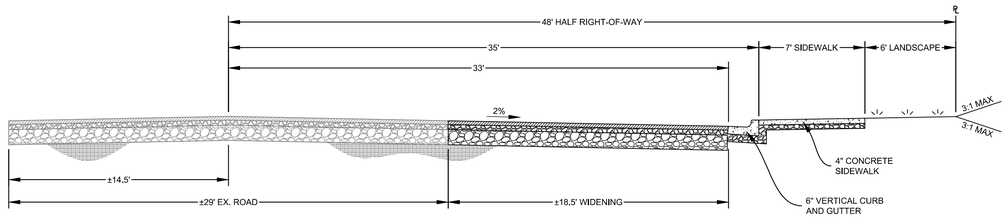
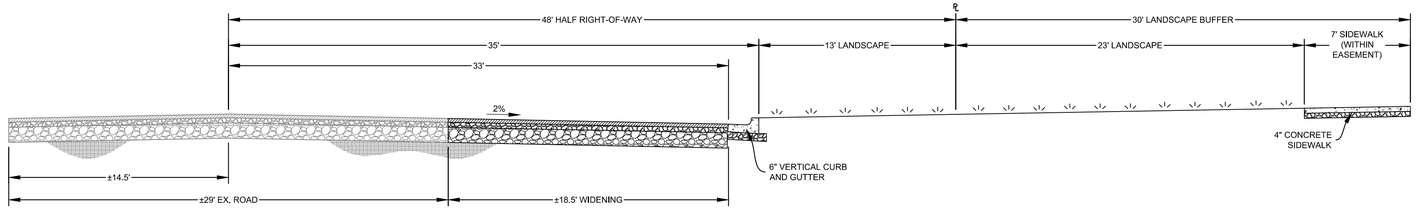
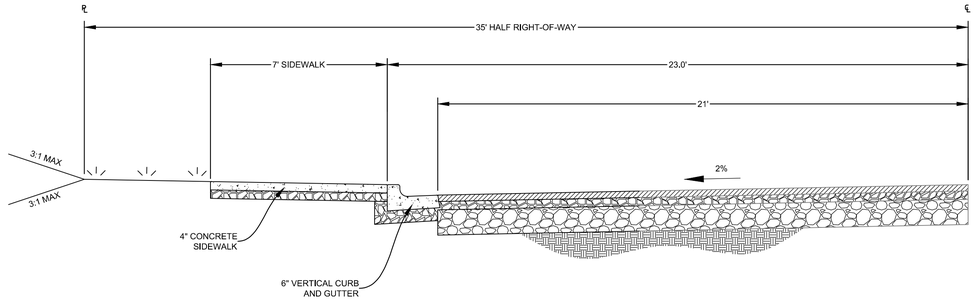


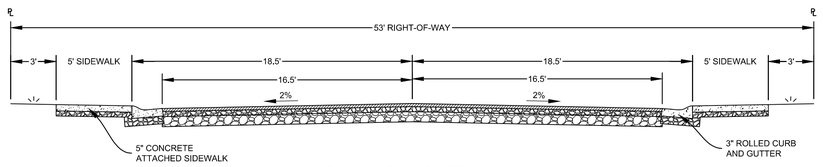
USTICK ROAD IMPROVEMENTS (ATTACHED SIDEWALK) 1
SCALE: NTS



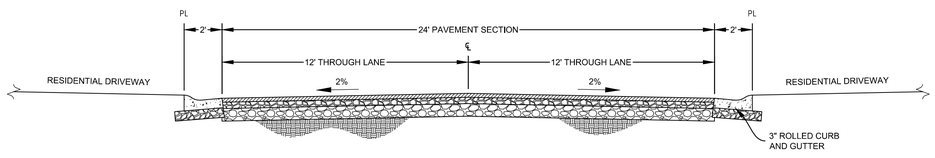
USTICK ROAD IMPROVEMENTS (DETACHED SIDEWALK) 2
SCALE: NTS



S. KIMBALL AVE SECTION 3
SCALE: NTS



LOCAL ROAD SECTION 4
SCALE: NTS



PRIVATE ROAD SECTION 5
SCALE: NTS

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PROFESSIONAL ENGINEER
LICENSED
19574
12/22/2025
STATE OF IDAHO
ISAAC D. JOSIFEK

BORDER SIZE	22"x34"
DESIGNED	I. JOSIFEK
DRAWN	L. MILLER
CHECKED	I. JOSIFEK
APPROVED	I. JOSIFEK

REVISIONS

NO.	DESCRIPTION	DATE

ARDURRA
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NAMPA, IDAHO 83687
208-442-6300 | WWW.ARDURRA.COM

PRELIMINARY PLAT FOR:
SOTERRA SUBDIVISION
ROAD SECTIONS

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE: December 17, 2025
PROJECT: 230186
SHEET: P2.02

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NOTES

1. SEE SHEET P0.00 FOR SURROUNDING PROPERTY OWNERS TABLE.
2. FINAL PLAT FOR PHASE 1 HAS BEEN PREVIOUSLY APPROVED

0 25 50 100 150

W USTICK ROAD

796'

48' ROW DEDICATION

60' ROW DEDICATION (RH-TURN LANE)

30' LANDSCAPE BUFFER

561'

273'

210'

LUCCA LN (PRIVATE)

77 29,311 SF

76C 36,195 SF

78 25,582 SF

79 49,789 SF

20' PHYLLIS CANAL EASEMENT MEASURED FROM SURVEYED TOP OF BANK

PHYLLIS CANAL

18' PATHWAY EASEMENT

35' ROW DEDICATION (TO BE RECORDED W/ PHASE 1)

S KIMBALL AVE (PUBLIC)

20' LANDSCAPE BUFFER

EMBERSTONE LN (PUBLIC)

53' ROW DEDICATION

53' ROW (TO BE RECORDED W/ PHASE 1)

SOTERRA WAY (PUBLIC)

10' STORM DRAINAGE EASEMENT (PLANNED WITH PHASE 1)

AMBERLEAF LN (PRIVATE)

COPPERLEAF LN (PRIVATE)

THUNDERWOOD LN (PUBLIC)

22C 18,708 SF

54C 3,514 SF

61C 3,514 SF

65C 10,675 SF

50C 1,800 SF

33C 931 SF

13C 931 SF

MATCH LINE SEE SHEET P3.01

REVISIONS

NO.	DESCRIPTION	DATE

BORDER SIZE	22"x34"
DESIGNED	I. JOSIFEK
DRAWN	L. MILLER
CHECKED	I. JOSIFEK
APPROVED	I. JOSIFEK

PROFESSIONAL ENGINEER LICENSED 19574 12/22/2025 STATE OF IDAHO ISAAC D. JOSIFEK

ARDURRA
COLLABORATE. INNOVATE. CREATE.
332 N. BROADMORE WAY
NAMPA, IDAHO 83687
208-442-6300 | WWW.ARDURRA.COM

PRELIMINARY PLAT FOR: SOTERRA SUBDIVISION
LOT DIMENSIONS - PHASE 2 & 3

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE: December 17, 2025
PROJECT: 230186
SHEET: P3.00

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MATCH LINE SEE SHEET P3.00



0 30 60 120 180

NOTES

1. SEE SHEET P0.00 FOR SURROUNDING PROPERTY OWNERS TABLE.
2. FINAL PLAT FOR PHASE 1 HAS BEEN PREVIOUSLY APPROVED

PROFESSIONAL ENGINEER LICENSED 19574 12/22/2025 STATE OF IDAHO ISAAC D. JOSIFEK

BORDER SIZE	22"x34"
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NO.	DESCRIPTION	DATE

REVISIONS

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332 N. BROADMORE WAY
NAMPA, IDAHO 83687
208-442-6300 | WWW.ARDURRA.COM

PRELIMINARY PLAT FOR:
SOTERRA SUBDIVISION
LOT DIMENSIONS - PHASE 1

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE: December 17, 2025
PROJECT: 230186
SHEET: P3.01

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PRELIMINARY PLAT LANDSCAPE PLANS FOR
SOTERRA SUBDIVISION PHASE 2&3

A PORTION OF THE NW 1/4 OF THE NE 1/4 OF SECTION 4
TOWNSHIP 3 NORTH, RANGE 3 WEST, BOISE MERIDIAN
CALDWELL, IDAHO
2026

ENTITLEMENT NOTES

1. **GENERAL LANDSCAPE**
   - A. CONTRACTOR SHALL COORDINATE WITH CIVIL ENGINEERING DRAWINGS FOR OBTAINING PAVING, UTILITY AND GRADING INFORMATION.
   - B. ALL DIMENSIONS IN THE DRAWINGS ARE APPROXIMATE. BEFORE PROCEEDING WITH ANY WORK, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CHECKING AND VERIFYING ALL DIMENSIONS AND SHALL IMMEDIATELY INFORM THE OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES.
   - C. QUANTITIES SHOWN ARE FOR GENERAL REFERENCE ONLY. IN THE EVENT OF A QUANTITY DISCREPANCY, PLANT SYMBOLS SHALL OVERRIDE THE SCHEDULE QUANTITIES AND CALL OUT SYMBOL NUMBERS.
2. **EXISTING CONDITIONS**
   - A. CONTRACTOR TO VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO THE START OF ANY DEMOLITION OR CONSTRUCTION. THE CONTRACTOR SHALL CALL DIG-A-LINE AT 811 FOR LOCATION ASSISTANCE. ANY DAMAGE TO EXISTING UTILITIES ON SITE OR AT THE ADJACENT PROPERTY SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
   - B. SEE CIVIL ENGINEERING DRAWINGS FOR ADDITIONAL INFORMATION ON EXISTING CONDITIONS.
   - C. IF SITE CONDITIONS DIFFER FROM WHAT IS DEPICTED ON PLANS, THE CONTRACTOR SHALL CONTACT OWNER'S REPRESENTATIVE FOR FURTHER GUIDANCE.
   - D. NO TREES SHALL BE REMOVED, PRUNED, OR OTHERWISE ALTERED UNLESS OUTLINED PER THESE PLANS OR APPROVED WRITTEN AMENDMENTS TO THESE DOCUMENTS.
3. **GENERAL IRRIGATION NOTES**
   - A. ALL LANDSCAPE AREAS SHALL BE IRRIGATED WITH AN UNDERGROUND, AUTOMATIC IRRIGATION SYSTEM OPERATED BY AN INDUSTRY STANDARD CONTROLLER.
   - B. IRRIGATED AREAS SHALL BE DESIGNED BY HYDROZONE TO MEET THE WATER NEEDS OF PLANT MATERIAL DUE TO DIFFERING EXPOSURES / DROUGHT TOLERANCE.
     - LAWNS AND PLANTER BEDS SHALL NOT BE IRRIGATED ON THE SAME HYDROZONE.
   - C. PRESSURE IRRIGATION SERVICE SHALL BE UTILIZED, IF PROVIDED.
   - D. IF PRESSURE IRRIGATION SERVICE IS NOT PROVIDED, ANY MUNICIPAL WATER SOURCE CONNECTION SHALL BE EQUIPPED WITH A BACKFLOW PREVENTION ASSEMBLY THAT MEETS THE FOLLOWING SPECIFICATIONS:
     - MAKE AND MODEL IS LISTED ON U.S.C.'S LIST OF APPROVED DEVICES.
     - IS COMPLIANT WITH CURRENT NATIONAL, STATE, AND LOCAL CODES AND ORDINANCES.
     - PROTECTIVE ENCLOSURE SHALL BE PROVIDED AND INSTALLED PER MANUFACTURER RECOMMENDATIONS.
   - E. IRRIGATION SYSTEM SHALL BE DESIGNED TO THE FOLLOWING SPECIFICATIONS:
     - LAWNS: HEADS WITH 100% DOUBLE COVERAGE WITH HEAD TO HEAD SPACING.
     - PLANTING BEDS: MICRO (DRIP) IRRIGATION.
     - SPRINKLER HEADS SHALL HAVE MATCHED PRECIPITATION RATES WITHIN EACH CONTROL VALVE CIRCUIT.
     - OVERSPRAY ONTO IMPERVIOUS SURFACES SHALL NOT BE ACCEPTED.
   - F. CONTRACTOR SHALL COORDINATE WITH GENERAL CONTRACTOR TO LOCATE AND INSTALL ALL CONDUIT NEEDS FOR EFFICIENT IRRIGATION PIPING.
   - G. WHEN APPLICABLE, CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING 120 VOLT POWER AND ALL REQUIRED CIRCUITS FROM THE ELECTRICAL PANEL TO THE IRRIGATION CONTROLLER. SIZE WIRE AND CONDUIT AS REQUIRED.
   - H. PEDESTAL MOUNTED CONTROLLER(S) SHALL BE LOCATED WITHIN A PLANTING BED IN AN EASILY ACCESSIBLE, BUT VISIBLY DISCRETE LOCATION.
   - I. WALL MOUNTED CONTROLLER LOCATION SHALL BE COORDINATED WITH THE GENERAL CONTRACTOR.
   - J. IF REQUESTED, CONTRACTOR SHALL SUPPLY OWNER WITH AS BUILT SHOP DRAWINGS OF THE INSTALLED IRRIGATION SYSTEM. AT MINIMUM: CONDUIT LOCATIONS, SUPPLY LINE LOCATION AND SIZING AND MANUFACTURER PRODUCT INFORMATION.
4. **GENERAL PLANT MATERIAL NOTES**
   - A. ALL PLANT MATERIAL SHALL MEET OR EXCEED THE MINIMUM FEDERAL STANDARD AS REGULATED BY ANSI z60.1, AMERICAN STANDARD FOR NURSERY STOCK. PLANTS NOT MEETING THESE STANDARDS OR PLANTS DETERMINED TO BE OTHERWISE UNHEALTHY BY THE OWNER'S REPRESENTATIVE, SHALL BE REJECTED AND REPLACED AT THE CONTRACTOR'S COST.
   - B. INSTALL ONLY SPECIFIED PLANTS OR LISTED SUBSTITUTIONS. UNAPPROVED SUBSTITUTES SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
   - C. ALL PLANT MATERIAL WITHIN CLEAR VISION TRIANGLES SHALL COMPLY WITH HEIGHT RESTRICTIONS OF LOCAL CODE.
   - D. TREE AND SHRUB PLANTING SHALL INCLUDE FERTILIZATION WITH 'AGRIFORM' OR OTHER APPROVED EQUAL PLANTING TABLET. APPLY PER MANUFACTURER RECOMMENDATIONS.
5. **CITY OF CALDWELL NOTES**
   - A. THIS LANDSCAPE PLAN COMPLIES WITH CITY CODE CHAPTER 10, ARTICLE 02 - CALDWELL LANDSCAPING ORDINANCE,
   - B. CERTIFICATION MUST BE PROVIDED TO THE CITY THAT ALL PLANTS INSTALLED ARE FREE FROM DISEASE AND ARE NOT TOXIC, POISONOUS OR OTHERWISE A NUISANCE.
   - C. PRESSURE IRRIGATION SERVICE WILL BE PROVIDED TO ALL IRRIGABLE LOTS. THE SYSTEM WILL BE OWNED AND MAINTAINED BY THE CALDWELL MUNICIPAL IRRIGATION DISTRICT.
   - D. WEED MAINTENANCE AND / OR LANDSCAPING MAINTENANCE SHALL BE PROVIDED FOR ALL IRRIGATION, DRAINAGE, AND UTILITY EASEMENTS AND/OR RIGHT OF WAY(S).

10-02-09-4: COMMON OPEN SPACE REQUIREMENTS AND STANDARDS

COMMON LOT (PER PLAT)	TOTAL LOT AREA	REQ. / PROV. TREES (1 PER 5000 SF)		PROV. TURF COVERAGE (SQ.FT.)	% OF TURF COVERAGE (RESIDENTIAL AND COMMERCIAL MIN 20%, MAX 50%)
13C	931	0	0	366	39
22C	18708	4	4	9373	50
33C	931	0	0	366	40
47C	59525	16	16	24794	42
50C	1800	0	0	900	50
65C	10675	2	2	5378	50
76C	36195	7	7	11653	32

10-02-09-7(4): PATHWAY LANDSCAPING STANDARDS, COMMUNITY PATHWAY

PATHWAY LOCATION	PATHWAY LENGTH (LF)	PATHWAY WIDTH (FT)	PROV. TOTAL PATHWAY WIDTH (MIN. 5' LSCP ON EACH SIDE + PAVED ATHWAY WIDTH)	REQ./PROV. SHRUBS (*15 SHRUBS/100 LF*)		REQ./PROV. TREES (1 TREE/40 LF)	
WEST	796	8'	20'	119	119	20	20

10-02-09-7(3): PATHWAY LANDSCAPING STANDARDS, NEIGHBORHOOD PATHWAY

PATHWAY LOCATION	PATHWAY LENGTH (LF)	PAVED MATERIAL (ASPHALT, CONCRETE OR POROUS)	PATHWAY WIDTH (FT)	PROV. TOTAL PATHWAY WIDTH (MIN. 5' LSCP ON EACH SIDE + PAVED ATHWAY WIDTH)	REQ./PROV SHRUBS (25 SHRUBS/100 LF)	
CENTRAL	139	CONCRETE	5'	15'	35	35
EAST	80	CONCRETE	5'	15	20	20

10-02-09-5: STREET LANDSCAPE BUFFERS

STREET NAME	CLASSIFICATION	LINEAR FRONTAGE (MINUS SIGHT TRIANGLE AREA)	REQ. / PROV. BUFFER WIDTH		REQ. / PROV. TREES (1 PER 25' CLASS 1 OR 1 PER 35' CLASS II)		REQ. / PROV. SHRUBS (1 PER 4 LF)		TOTAL LANDSCAPE BUFFER AREA (SQ.FT.)	PROV. TURF COVERAGE (SQ.FT.)	% OF TURF COVERAGE (MIN 20%, MAX 50%)
WEST USTICK ROAD	ARTERIAL	633	25'	30'	18	18	158	158	16263	5939	37
SOUTH KIMBALL AVENUE	COLLECTOR	211	20'	20'	6	6	53	53	3903	1743	46
SOTERRA WAY (NORTH)	LOCAL	402	10'	10'	11	11	101	101	3762	1268	33
SOTERRA WAY (SOUTH)	LOCAL	570	10'	10'	16	16	143	143	5937	2318	39

10-02-09-6: BUFFERS BETWEEN DIFFERENT LAND USES

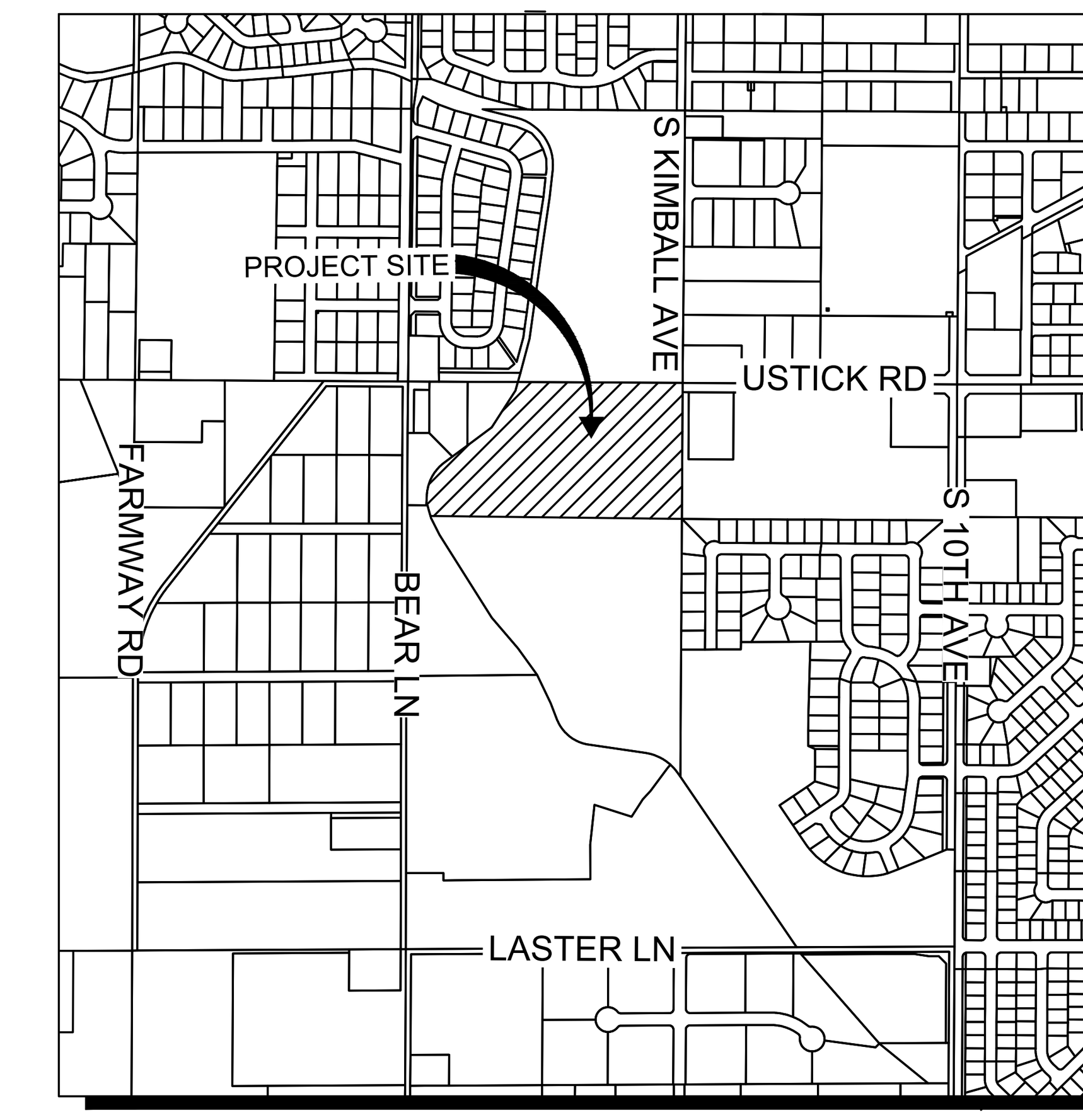
LAND USE	LINEAR FRONTAGE	REQ. / PROV. BUFFER WIDTH (FT)		TOTAL REQ. TREES (1 PER 35 FT)	TOTAL PROV. TREES		REQ. / PROV. SHRUBS (1 PER 3 LF)		TURF COVERAGE (50% MAX)
					PROV. DECIDUOUS TREES	PROV. EVERGREEN TREES			
COMMERCIAL TO RESIDENTIAL	674	20	20	19	10	9	225	225	50%

CONCEPT PLANT SCHEDULE

		QTY / AREA	SIZE
SHADE TREES (CLASS II)		132	
	CELTIS OCCIDENTALIS / COMMON HACKBERRY		2" CAL., B&B, 60`X60`, LOW
	LIQUIDAMBAR STYRACIFLUA 'WORPLESDON' / WORPLESDON SWEETGUM		2" CAL., B&B, 40`X25`, MED
	LIRIODENDRON TULIPIFERA 'JFS-OZ' / EMERALD CITY® TULIP POPLAR		2" CAL., B&B, 55`X25`, MED
	OSTRYA VIRGINIANA / HOP HORNBEAM		2" CAL., B&B, 40`X30`, LOW
	TILIA CORDATA 'GREENSPIRE' / GREENSPIRE LITTLELEAF LINDEN		2" CAL., B&B, 40`X30`, LOW
	TILIA TOMENTOSA 'STERLING' / STERLING SILVER LINDEN		2" CAL., B&B, 45`X35`, MED
	ZELKOVA SERRATA / JAPANESE ZELKOVA		2" CAL., B&B, 60`X40`, MED
EVERGREEN TREES		9	
	PICEA ABIES 'CUPRESSINA' / CUPRESSINA NORWAY SPRUCE		6`-7` HT., B&B, 20`X6`, MED
	PINUS FLEXILIS 'VANDERWOLF'S PYRAMID' / VANDERWOLF'S PYRAMID LIMBER PINE		6`-7` HT., B&B, 30`X15`, MED
MITIGATION TREES (CLASS II)		17	
	CELTIS OCCIDENTALIS / COMMON HACKBERRY		2" CAL., B&B, 60`X60`, LOW
	OSTRYA VIRGINIANA / HOP HORNBEAM		2" CAL., B&B, 40`X30`, LOW
	TILIA CORDATA 'GREENSPIRE' / GREENSPIRE LITTLELEAF LINDEN		2" CAL., B&B, 40`X30`, LOW
	ZELKOVA SERRATA / JAPANESE ZELKOVA		2" CAL., B&B, 60`X40`, MED
SHRUBS /ORNAMENTAL GRASSES		45,990 SF	
	BERBERIS THUNBERGII 'CRIMSON PYGMY' / CRIMSON PYGMY JAPANESE BARBERRY	320	2 GAL., POT, 3`X3`, LOW
	BUXUS X 'GREEN VELVET' / GREEN VELVET BOXWOOD	299	2 GAL., POT, 4`X4`, MED
	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' / KARL FOERSTER FEATHER REED GRASS	372	2 GAL., POT, 6`X3`, LOW
	CARYOPTERIS X CLANDONENSIS 'BLUE MIST' / BLUE MIST BLUEBEARD	159	2 GAL., POT, 3`X3`, LOW
	CORNUS SERICEA 'ISANTI' / ISANTI RED TWIG DOGWOOD	119	2 GAL., POT, 5`X7`, HIGH
	COTONEASTER DAMMERI 'CORAL BEAUTY' / CORAL BEAUTY COTONEASTER	159	2 GAL., POT, 2`X6`, LOW
	EUONYMUS ALATUS 'COMPACTUS' / COMPACT BURNING BUSH	56	2 GAL., POT, 8`X10`, MED
	FORSYTHIA X INTERMEDIA 'COURTASOL' / GOLD TIDE FORSYTHIA	373	2 GAL., POT, 3`X3`, MED
	HEMEROCALLIS X 'HAPPY RETURNS' / HAPPY RETURNS DAYLILY	105	2 GAL., POT, 2`X2`, LOW
	LAVANDULA ANGUSTIFOLIA 'MUNSTEAD' / MUNSTEAD ENGLISH LAVENDER	836	2 GAL., POT, 2`X3`, LOW
	PENNISETUM ALOPECUROIDES 'HAMELN' / HAMELN FOUNTAIN GRASS	160	2 GAL., POT, 3`X3`, LOW
	PENNISETUM ALOPECUROIDES 'LITTLE BUNNY' / LITTLE BUNNY DWARF FOUNTAIN GRASS	953	2 GAL., POT, 1`X1`, LOW
	POTENTILLA FRUTICOSA 'GOLD DROP' / GOLD DROP POTENTILLA	212	2 GAL., POT, 3`X3`, LOW
	ROSA X 'RADTKO' / DOUBLE KNOCK OUT® RED ROSE	91	2 GAL., POT, 4`X4`, LOW
	SPIRAEA JAPONICA 'GOLDMOUND' / GOLDMOUND JAPANESE SPIREA	212	2 GAL., POT, 3`X4`, MED
PARKING LOT LANDSCAPING - PER CITY OF CALDWELL CODE		3,814 SF	
	BERBERIS THUNBERGII 'CRIMSON PYGMY' / CRIMSON PYGMY JAPANESE BARBERRY	25	2 GAL., POT, 3`X3`, LOW
	COTONEASTER DAMMERI 'CORAL BEAUTY' / CORAL BEAUTY COTONEASTER	26	2 GAL., POT, 2`X6`, LOW
	JUNIPERUS HORIZONTALIS 'BLUE CHIP' / ALPINE CARPET JUNIPER	26	2 GAL., POT, 12"X6`, LOW
	RHUS AROMATICA 'GRO-LOW' / GRO-LOW FRAGRANT SUMAC	26	2 GAL., POT, 3`X6`, MED
	ROSA X 'NOA168098F' / FLOWER CARPET® PINK SUPREME GROUNDCOVER ROSE	27	2 GAL., POT, 3`X4`, LOW
	SPIRAEA BETULIFOLIA 'TOR' / WHITE FROST™ BIRCHLEAF SPIREA	25	2 GAL., POT, 3`X3`, MED
PLAYGROUND AREA	ENGINEERED WOOD FIBER/ CERTIFIED PLAYGROUND SAFETY SURFACING	3,001 SF	
TURF - LAWN	MAINTAINED AND MOWED RTF OR SIMILAR DROUGHT TOLERANT SOD	61,285 SF	

SHEET INDEX

SHEET	SHEET NAME
L1.0	COVER SHEET
L2.0	EXISTING CONDITIONS PLAN
L3.0	OVERALL LANDSCAPE PLAN
L3.1	PLANTING PLAN - AREA ONE
L3.2	PLANTING PLAN - AREA TWO
L3.3	PLANTING PLAN - AREA THREE
L4.0	LANDSCAPE DETAILS
L4.1 - L4.2	IRRIGATION DETAILS



VICINITY MAP
SCALE: 1" = 1,000'

OFF-STREET PARKING & BICYCLE PARKING

	SPACES REQUIRED	SPACES PROVIDED
OFF STREET PARKING	79	86
COMMERCIAL BIKE PARKING	9	10

*REQUIRED OFF-STREET PARKING SHALL BE 1 SPACE PER 500SF OF GROSS FLOOR AREA
** BIKE PARKING PROVIDED ACCOUNTS FOR ONLY STAND ALONE PARKING PROVIDED OUTSIDE OF RESIDENTIAL GARAGES.
*** BIKE PARKING SHALL BE 1 SPACE PER 10 VEHICLE SPACES PROPOSED

CALL BEFORE YOU DIG!
CALL DIGLINE INC.
PRIOR TO COMMENCING
UNDERGROUND WORK
DIAL: 811

NOTE:
THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN APPROXIMATELY ONLY PRIOR TO CONSTRUCTION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INFORM ALL UTILITY COMPANIES OF THE CONSTRUCTION SCHEDULE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR IS RESPONSIBLE FOR ANY AND ALL DAMAGE WHICH MAY OCCUR BY FAILURE TO EXACTLY LOCATE AND PROTECT ALL UTILITIES.

DEVELOPER
LANDEX ID SOTERRA LLC
12682 FORT ST
DRAPER, UT 84020
PH: (435) 862-9515

LANDSCAPE ARCHITECT
JAIME SNYDER, PLA
ARDURRA
1144 S. SILVERSTONE WAY, SUITE 320
MERIDIAN, ID 83642
(208) 323-2288

STATE OF IDAHO
JAIME SNYDER
LA-19647
LICENSED LANDSCAPE ARCHITECT
DRAFT

BORDER SIZE	22"x34"
DESIGNED	S. ACEVEDO
DRAWN	S. ACEVEDO
CHECKED	J. SNYDER
APPROVED	J. SNYDER

REVISIONS

NO.	DESCRIPTION	DATE
1	CITY COMMENTS	04/21/26

ARDURRA
332 N. BROADMORE WAY
NAMPA, IDAHO 83687
208-442-6300 | WWW.ARDURRA.COM

PRELIMINARY PLAT LANDSCAPE PLANS FOR:
SOTERRA SUBDIVISION PHASE 2&3
COVER SHEET

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE:	April 21, 2026
PROJECT:	230186
SHEET:	L1.0

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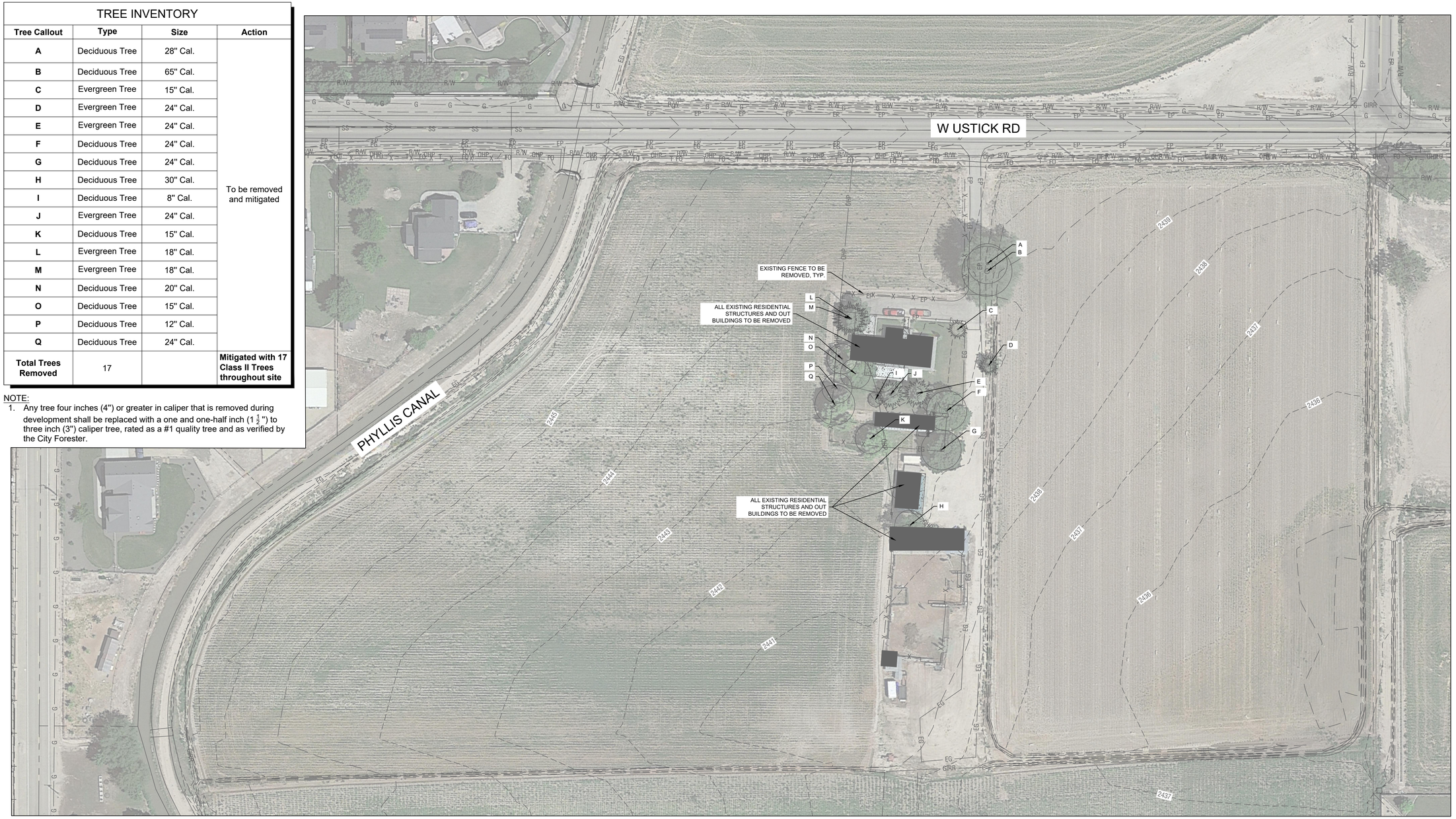
TREE INVENTORY

Tree Callout	Type	Size	Action
A	Deciduous Tree	28" Cal.	To be removed and mitigated
B	Deciduous Tree	65" Cal.	
C	Evergreen Tree	15" Cal.	
D	Evergreen Tree	24" Cal.	
E	Evergreen Tree	24" Cal.	
F	Deciduous Tree	24" Cal.	
G	Deciduous Tree	24" Cal.	
H	Deciduous Tree	30" Cal.	
I	Deciduous Tree	8" Cal.	
J	Evergreen Tree	24" Cal.	
K	Deciduous Tree	15" Cal.	
L	Evergreen Tree	18" Cal.	
M	Evergreen Tree	18" Cal.	
N	Deciduous Tree	20" Cal.	
O	Deciduous Tree	15" Cal.	
P	Deciduous Tree	12" Cal.	
Q	Deciduous Tree	24" Cal.	
Total Trees Removed	17		**Mitigated with 17 Class II Trees throughout site**

NOTE:

1. Any tree four inches (4") or greater in caliper that is removed during development shall be replaced with a one and one-half inch (1 1/2") to three inch (3") caliper tree, rated as a #1 quality tree and as verified by the City Forester.



EXISTING CONDITIONS PLAN

0' 25' 50' 100' 150'

REVISIONS		
NO.	DESCRIPTION	DATE

BORDER SIZE 22"x34"
DESIGNED S. ACEVEDO
DRAWN S. ACEVEDO
CHECKED J. SNYDER
APPROVED J. SNYDER

ARDURRA
332 N. BROADMORE WAY
NAMPA, IDAHO 83687
208-442-5300 | WWW.ARDURRA.COM

PRELIMINARY PLAT LANDSCAPE PLANS FOR:

SOTERRA SUBDIVISION PHASE 2&3

EXISTING CONDITIONS PLAN

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE: April 21, 2026
PROJECT: 230186
SHEET: L2.0

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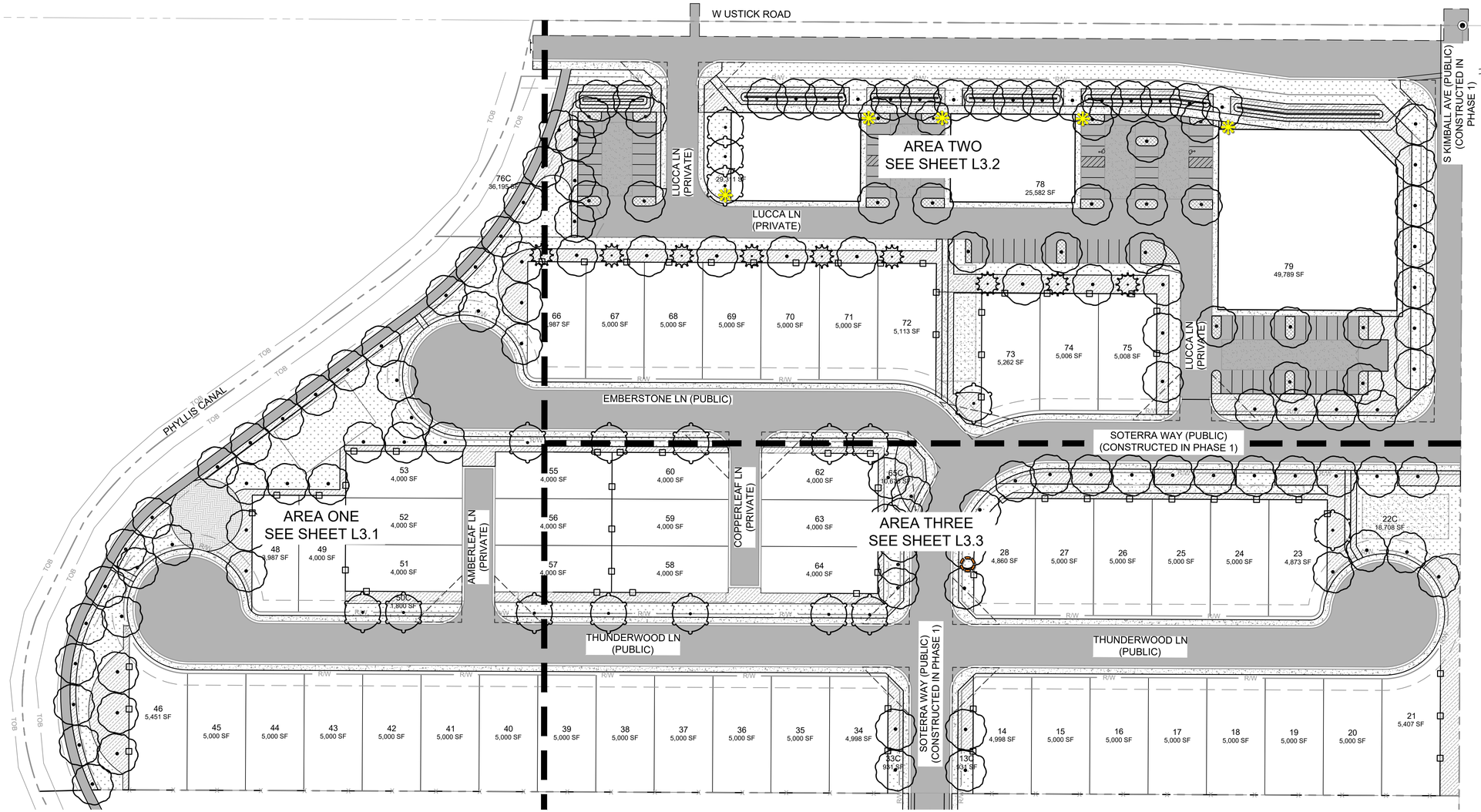

OVERALL LANDSCAPE PLAN

0' 25' 50' 100' 150'

SYMBOL SCHEDULE	
SYMBOL	DESCRIPTION
	EXISTING FENCE TO REMAIN
	6' PRIVACY FENCE (COLOR TO MATCH SOTERRA PHASE 1 FENCING)
	PROPOSED SCHOOL BUS STOP
	FUTURE BIKE PARKING (2 SPACES)
	SIGHT VISIBILITY TRIANGLE

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STATE OF IDAHO
JUNE SNYDER
LA-10647
LICENSED LANDSCAPE ARCHITECT
DRAFT

BORDER SIZE	22"x34"
DESIGNED	S. ACEVEDO
DRAWN	S. ACEVEDO
CHECKED	J. SNYDER
APPROVED	J. SNYDER

REVISIONS		
NO.	DESCRIPTION	DATE

ARDURRA
332 N. BROADMORE WAY
NAMPA, IDAHO 83687
208-442-6300 | WWW.ARDURRA.COM

PRELIMINARY PLAT LANDSCAPE PLANS FOR:

SOTERRA SUBDIVISION PHASE 2&3

OVERALL LANDSCAPE PLAN

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE: April 21, 2026
PROJECT: 230186
SHEET: L3.0

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CONCEPT PLANT SCHEDULE

SHADE TREES (CLASS II)
CELTIS OCCIDENTALIS / COMMON HACKBERRY
LIQUIDAMBAR STYRACIFLUA 'WORPLESDON' / WORPLESDON SWEETGUM
LIRIODENDRON TULIPIFERA 'JFS-OZ' / EMERALD CITY® TULIP POPLAR
OSTRYA VIRGINIANA / HOP HORNBEAM
TILIA CORDATA 'GREENSPIRE' / GREENSPIRE LITTLELEAF LINDEN
TILIA TOMENTOSA 'STERLING' / STERLING SILVER LINDEN
ZELKOVA SERRATA / JAPANESE ZELKOVA

EVERGREEN TREES
PICEA ABIES 'CUPRESSINA' / CUPRESSINA NORWAY SPRUCE
PINUS FLEXILIS 'VANDERWOLF'S PYRAMID' / VANDERWOLF'S PYRAMID LIMBER PINE

MITIGATION TREES (CLASS II)
CELTIS OCCIDENTALIS / COMMON HACKBERRY
OSTRYA VIRGINIANA / HOP HORNBEAM
TILIA CORDATA 'GREENSPIRE' / GREENSPIRE LITTLELEAF LINDEN
ZELKOVA SERRATA / JAPANESE ZELKOVA

SHRUBS /ORNAMENTAL GRASSES
BERBERIS THUNBERGII 'CRIMSON PYGMY' / CRIMSON PYGMY JAPANESE BARBERRY
BUXUS X 'GREEN VELVET' / GREEN VELVET BOXWOOD
CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' / KARL FOERSTER FEATHER REED GRASS
CARYOPTERIS X CLANDONENSIS 'BLUE MIST' / BLUE MIST BLUEBEARD
CORNUS SERICEA 'ISANTI' / ISANTI RED TWIG DOGWOOD
COTONEASTER DAMMERI 'CORAL BEAUTY' / CORAL BEAUTY COTONEASTER
EUONYMUS ALATUS 'COMPACTUS' / COMPACT BURNING BUSH
FORSYTHIA X INTERMEDIA 'COURTASOL' / GOLD TIDE FORSYTHIA
HEMEROCALLIS X 'HAPPY RETURNS' / HAPPY RETURNS DAYLILY
LAVANDULA ANGUSTIFOLIA 'MUNSTEAD' / MUNSTEAD ENGLISH LAVENDER
PENNISETUM ALOPECUROIDES 'HAMELN' / HAMELN FOUNTAIN GRASS
PENNISETUM ALOPECUROIDES 'LITTLE BUNNY' / LITTLE BUNNY DWARF FOUNTAIN GRASS
POTENTILLA FRUTICOSA 'GOLD DROP' / GOLD DROP POTENTILLA
ROSA X 'RADTKO' / DOUBLE KNOCK OUT® RED ROSE
SPIRAEA JAPONICA 'GOLDMOUND' / GOLDMOUND JAPANESE SPIREA

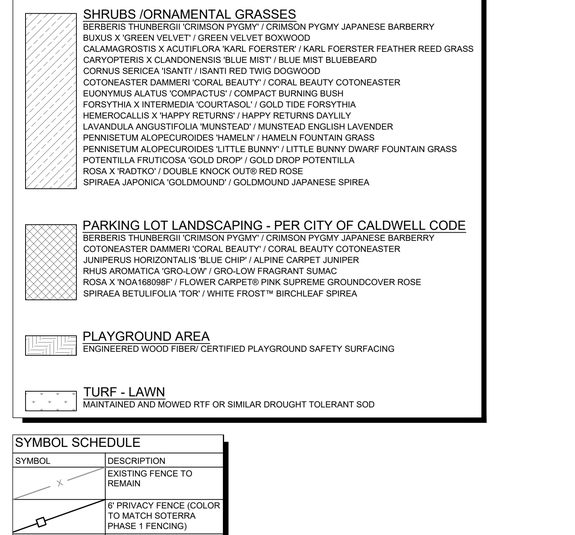
PARKING LOT LANDSCAPING - PER CITY OF CALDWELL CODE
BERBERIS THUNBERGII 'CRIMSON PYGMY' / CRIMSON PYGMY JAPANESE BARBERRY
COTONEASTER DAMMERI 'CORAL BEAUTY' / CORAL BEAUTY COTONEASTER
JUNIPERUS HORIZONTALIS 'BLUE CHIP' / ALPINE CARPET JUNIPER
RHUS AROMATICA 'GRO-LOW' / GRO-LOW FRAGRANT SUMAC
ROSA X 'NOA168098F' / FLOWER CARPET® PINK SUPREME GROUNDCOVER ROSE
SPIRAEA BETULIFOLIA 'TOR' / WHITE FROST™ BIRCHLEAF SPIREA

PLAYGROUND AREA
ENGINEERED WOOD FIBER/ CERTIFIED PLAYGROUND SAFETY SURFACING

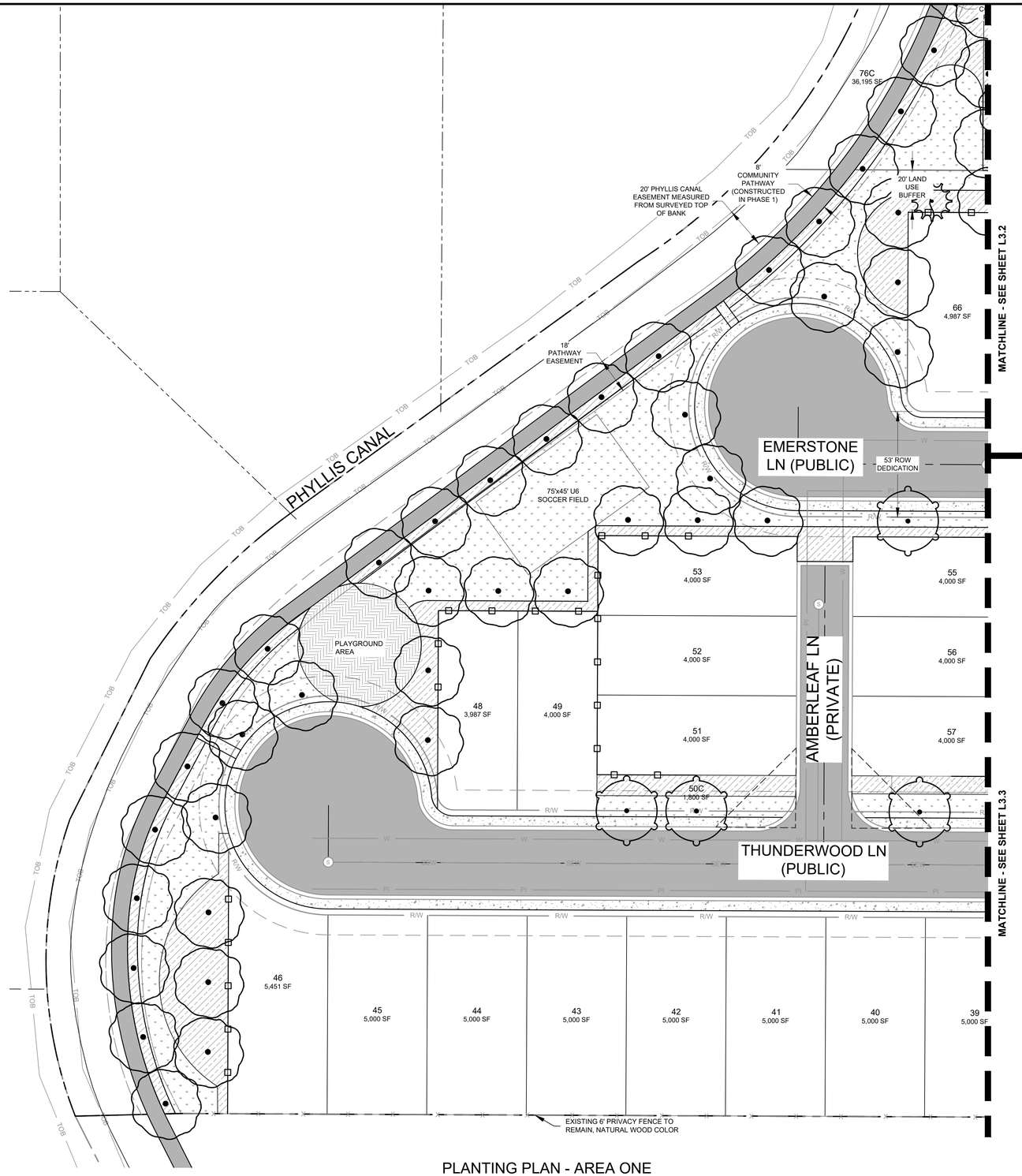
TURF - LAWN
MAINTAINED AND MOWED RTF OR SIMILAR DROUGHT TOLERANT SOD

SYMBOL SCHEDULE

SYMBOL	DESCRIPTION
X	EXISTING FENCE TO REMAIN
	6' PRIVACY FENCE (COLOR TO MATCH SOTERRA PHASE 1 FENCING)
	PROPOSED SCHOOL BUS STOP
	FUTURE BIKE PARKING (2 SPACES)
	SIGHT VISIBILITY TRIANGLE



SITE MAP



PLANTING PLAN - AREA ONE

0' 15' 30' 60' 90'

ARDURRA
332 N. BROADMORE WAY
NAMPA, IDAHO 83687
208-442-6300 | WWW.ARDURRA.COM

STATE OF IDAHO
JOE SNYDER
LA - 14042
LANDSCAPE ARCHITECT

BORDER SIZE	22"x34"
DESIGNED	S. ACEVEDO
DRAWN	S. ACEVEDO
CHECKED	J. SNYDER
APPROVED	J. SNYDER

REVISIONS

NO.	DESCRIPTION	DATE

PRELIMINARY PLAT LANDSCAPE PLANS FOR:
SOTERRA SUBDIVISION PHASE 2&3
PLANTING PLAN - AREA ONE

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE: April 21, 2026
PROJECT: 230186
SHEET: L3.1

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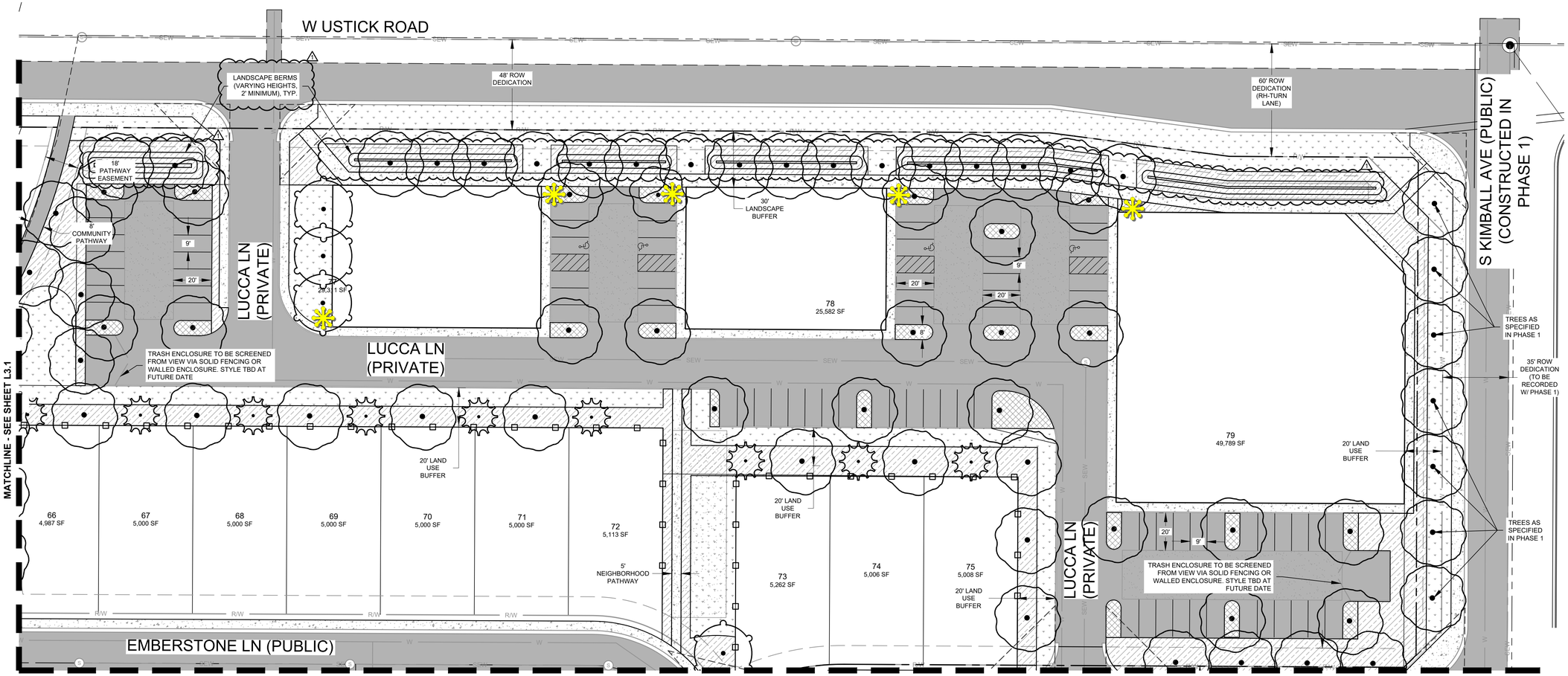


PLANTING PLAN - AREA TWO

0' 15' 30' 60' 90'

CONCEPT PLANT SCHEDULE

SHADE TREES (CLASS II)
CELTIS OCCIDENTALIS / COMMON HACKBERRY
LIQUIDAMBAR STYRACIFLUA 'WORPLESDON' / WORPLESDON SWEETGUM
LIRIODENDRON TULIPIFERA 'JFS-OZ' / EMERALD CITY® TULIP POPLAR
OSTRYA VIRGINIANA / HOP HORNBEAM
TILIA CORDATA 'GREENSPIRE' / GREENSPIRE LITTLELEAF LINDEN
TILIA TOMENTOSA 'STERLING' / STERLING SILVER LINDEN
ZELKOVA SERRATA / JAPANESE ZELKOVA

EVERGREEN TREES
PICEA ABIES 'CUPRESSINA' / CUPRESSINA NORWAY SPRUCE
PINUS FLEXILIS 'VANDERWOLF'S PYRAMID' / VANDERWOLF'S PYRAMID LIMBER PINE

MITIGATION TREES (CLASS II)
CELTIS OCCIDENTALIS / COMMON HACKBERRY
OSTRYA VIRGINIANA / HOP HORNBEAM
TILIA CORDATA 'GREENSPIRE' / GREENSPIRE LITTLELEAF LINDEN
ZELKOVA SERRATA / JAPANESE ZELKOVA

SHRUBS /ORNAMENTAL GRASSES
BERBERIS THUNBERGII 'CRIMSON PYGMY' / CRIMSON PYGMY JAPANESE BARBERRY
BUXUS X 'GREEN VELVET' / GREEN VELVET BOXWOOD
CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' / KARL FOERSTER FEATHER REED GRASS
CARYOPTERIS X CLANDONENSIS 'BLUE MIST' / BLUE MIST BLUEBEARD
CORNUS SERICEA 'ISANTI' / ISANTI RED TWIG DOGWOOD
COTONEASTER DAMMERI 'CORAL BEAUTY' / CORAL BEAUTY COTONEASTER
EUONYMUS ALATUS 'COMPACTUS' / COMPACT BURNING BUSH
FORSYTHIA X INTERMEDIA 'COURTASOL' / GOLD TIDE FORSYTHIA
HEMEROCALLIS X 'HAPPY RETURNS' / HAPPY RETURNS DAYLILY
LAVANDULA ANGUSTIFOLIA 'MUNSTEAD' / MUNSTEAD ENGLISH LAVENDER
PENNISETUM ALOPECUROIDES 'HAMELN' / HAMELN FOUNTAIN GRASS
PENNISETUM ALOPECUROIDES 'LITTLE BUNNY' / LITTLE BUNNY DWARF FOUNTAIN GRASS
POTENTILLA FRUTICOSA 'GOLD DROP' / GOLD DROP POTENTILLA
ROSA X 'RADTKO' / DOUBLE KNOCK OUT® RED ROSE
SPIRAEA JAPONICA 'GOLDMOUND' / GOLDMOUND JAPANESE SPIREA

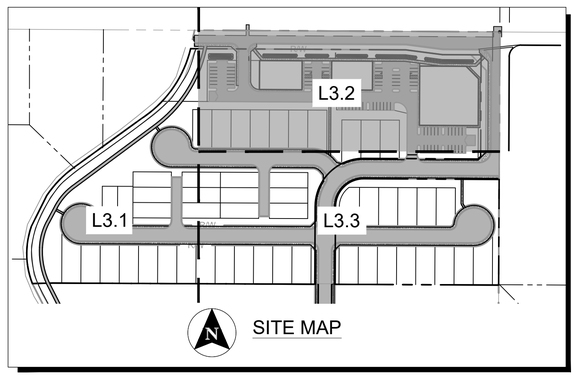
PARKING LOT LANDSCAPING - PER CITY OF CALDWELL CODE
BERBERIS THUNBERGII 'CRIMSON PYGMY' / CRIMSON PYGMY JAPANESE BARBERRY
COTONEASTER DAMMERI 'CORAL BEAUTY' / CORAL BEAUTY COTONEASTER
JUNIPERUS HORIZONTALIS 'BLUE CHIP' / ALPINE CARPET JUNIPER
RHUS AROMATICA 'GRO-LOW' / GRO-LOW FRAGRANT SUMAC
ROSA X 'NOA168098F' / FLOWER CARPET® PINK SUPREME GROUNDCOVER ROSE
SPIRAEA BETULIFOLIA 'TOR' / WHITE FROST™ BIRCHLEAF SPIREA

PLAYGROUND AREA
ENGINEERED WOOD FIBER/ CERTIFIED PLAYGROUND SAFETY SURFACING

TURF - LAWN
MAINTAINED AND MOWED RTF OR SIMILAR DROUGHT TOLERANT SOD

SYMBOL SCHEDULE

SYMBOL	DESCRIPTION
	EXISTING FENCE TO REMAIN
	6' PRIVACY FENCE (COLOR TO MATCH SOTERRA PHASE 1 FENCING)
	PROPOSED SCHOOL BUS STOP
	FUTURE BIKE PARKING (2 SPACES)
	SIGHT VISIBILITY TRIANGLE



SITE MAP

REVISIONS

NO.	DESCRIPTION	DATE
1	CITY COMMENTS	04/21/26

BORDER SIZE 22"x34"
DESIGNED S. ACEVEDO
DRAWN S. ACEVEDO
CHECKED J. SNYDER
APPROVED J. SNYDER

ARDURRA
332 N. BROADMORE WAY
NAMPA, IDAHO 83687
208-442-6300 | WWW.ARDURRA.COM

PRELIMINARY PLAT LANDSCAPE PLANS FOR:

SOTERRA SUBDIVISION PHASE 2&3

PLANTING PLAN - AREA TWO

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE: April 21, 2026
PROJECT: 230186
SHEET: L3.2

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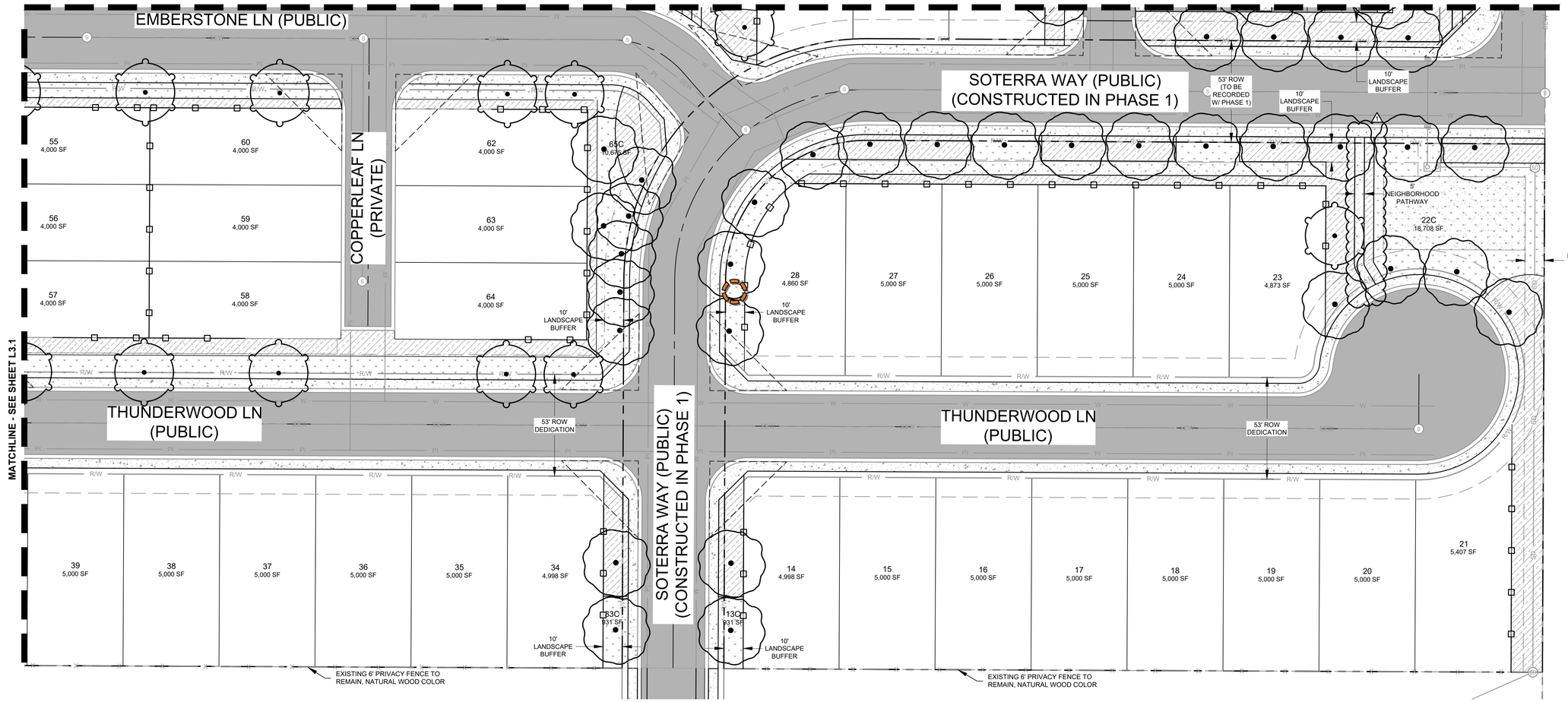
MATCHLINE - SEE SHEET L3.2

MATCHLINE - SEE SHEET L3.1



PLANTING PLAN - AREA THREE

0' 15' 30' 60' 90'

CONCEPT PLANT SCHEDULE

SHADE TREES (CLASS II)
CELTIS OCCIDENTALIS / COMMON HACKBERRY
LIQUIDAMBAR STYRACIFLUA 'WORPLESDON' / WORPLESDON SWEETGUM
LIRIODENDRON TULIPIFERA 'JFS-OZ' / EMERALD CITY® TULIP POPLAR
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PICEA ABIES 'CUPRESSINA' / CUPRESSINA NORWAY SPRUCE
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CELTIS OCCIDENTALIS / COMMON HACKBERRY
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SHRUBS /ORNAMENTAL GRASSES
BERBERIS THUNBERGII 'CRIMSON PYGMY' / CRIMSON PYGMY JAPANESE BARBERRY
BUXUS X 'GREEN VELVET' / GREEN VELVET BOXWOOD
CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' / KARL FOERSTER FEATHER REED GRASS
CARYOPTERIS X CLANDONENSIS 'BLUE MIST' / BLUE MIST BLUEBEARD
CORNUS SERICEA 'ISANTI' / ISANTI RED TWIG DOGWOOD
COTONEASTER DAMMERI 'CORAL BEAUTY' / CORAL BEAUTY COTONEASTER
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FORSYTHIA X INTERMEDIA 'COURTASOL' / GOLD TIDE FORSYTHIA
HEMEROCALLIS X 'HAPPY RETURNS' / HAPPY RETURNS DAYLILY
LAVANDULA ANGUSTIFOLIA 'MUNSTEAD' / MUNSTEAD ENGLISH LAVENDER
PENNISETUM ALOPECUROIDES 'HAMELN' / HAMELN FOUNTAIN GRASS
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PARKING LOT LANDSCAPING - PER CITY OF CALDWELL CODE
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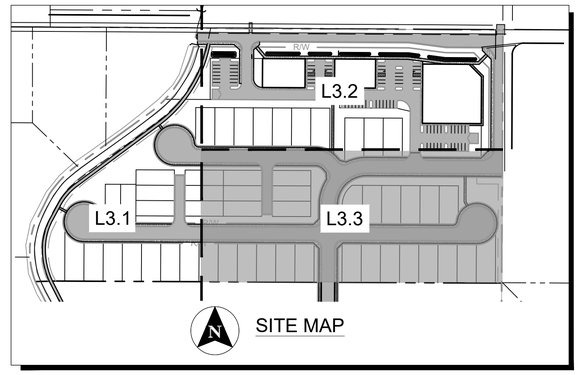
PLAYGROUND AREA
ENGINEERED WOOD FIBER/ CERTIFIED PLAYGROUND SAFETY SURFACING

TURF - LAWN
MAINTAINED AND MOWED RTF OR SIMILAR DROUGHT TOLERANT SOD

SYMBOL SCHEDULE

SYMBOL	DESCRIPTION
	EXISTING FENCE TO REMAIN
	6' PRIVACY FENCE (COLOR TO MATCH SOTERRA PHASE 1 FENCING)
	PROPOSED SCHOOL BUS STOP
	FUTURE BIKE PARKING (2 SPACES)
	SIGHT VISIBILITY TRIANGLE



SITE MAP

ARDURRA
332 N. BROADMORE WAY
NAMPA, IDAHO 83687
208-442-6300 | WWW.ARDURRA.COM

STATE OF IDAHO
JOSEPH E. SNYDER
LA-17645
LICENSED LANDSCAPE ARCHITECT

BORDER SIZE	22"x34"
DESIGNED	S. ACEVEDO
DRAWN	S. ACEVEDO
CHECKED	J. SNYDER
APPROVED	J. SNYDER

REVISIONS

NO.	DESCRIPTION	DATE
1	CITY COMMENTS	04/21/26

PRELIMINARY PLAT LANDSCAPE PLANS FOR:

SOTERRA SUBDIVISION PHASE 2&3

PLANTING PLAN - AREA THREE

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE: April 21, 2026
PROJECT: 230186
SHEET: L3.3

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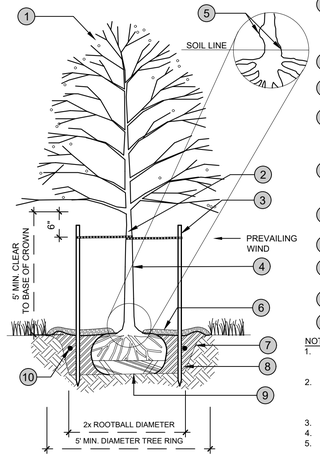
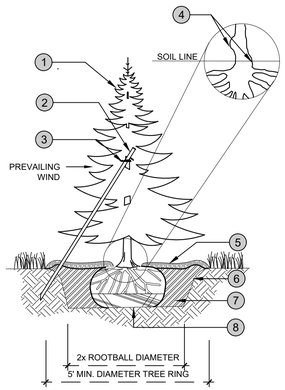


1. REMOVE ALL TAGS, FLAGGING, AND OTHER NON BIODEGRADABLE MATERIAL FROM TREE IMMEDIATELY AFTER INSTALLATION. REMOVE DEAD / DAMAGED BRANCHES BY PRUNING TO INTERNATIONAL SOCIETY OF ARBORICULTURE STANDARDS. IMPROPERLY PRUNED TREES, AS DETERMIINED BY LANDSCAPE ARCHITECT, SHALL BE REMOVED AND REPLACED IMMEDIATLEY AT NO ADDITIONAL COST TO OWNER.
2. REMOVE ANY TREE WRAP / TRUNK PROTECTION IMMEDIATELY AFTER INSTALLATION.
3. 2"x2"x8' CEDAR STAKE. DO NOT PENETRATE ROOTBALL. STAKES SHALL BE SET PARALLEL TO PREVAILING WIND DIRECTION.
4. NON ABRASIVE, "CHAINLOCK" OR EQUAL TREE TIE MATERIAL. WRAP TIE AROUND THE TREE TRUNK AND STAKES USING EITHER THE STANDARD OR FIGURE EIGHT METHOD. SECURE TIES TO THE STAKES WITH GALVANIZED NAILS OR STAPLE TO PREVENT LOOSENING. TIE SHOULD INCLUDE JUST ENOUGH SLACK FOR TRUNK GROWTH AND SLIGHT MOVEMENT.
5. ROOT FLARE / COLLAR (SWELLING AT SOIL LINE WHERE STEM TISSUE TRANSITIONS INTO ROOT TISSUE) TO BE AT FINISH GRADE. WHEN PRESENT, BUD POINT(MAJOR CROOK IN THE TRUNK JUST ABOVE THE SOIL LINE) TO BE APPROX. 1.5" ABOVE FINISH GRADE.
6. MULCH LAYER, KEEP 2" AWAY FROM TRUNK. ALL MULCH RINGS IN LAWN AREAS SHALL BE WOOD MULCH.
7. SCARIFY EDGE OF PLANTING PIT.
8. BACKFILL WITH APPROVED TOPSOIL AND SOIL AMENDMENTS. BACKFILL IN 6" LIFTS. SETTLE WITH WATER PRIOR TO EACH LIFT. TAMP LIGHTLY. DO NOT OVER COMPACT.
9. SET ROOTBALL ON UNDISTURBED SUBSOIL.
10. COMMERICAL SLOW RELEASE FERTILIZER TABLET PER MANUFACTURER DOSEAGE

NOTES:
1. REMOVE ALL BURLAP, TWINE, AND WIRE BASKET FROM THE TOP 2/3 OF ROOTBALL. REMOVE ALL NAILS, TIES, AND PLASTIC FROM ROOTBALL. SYNTHETIC BURLAP SHALL BE COMPLETELY REMOVED.
2. TREE STAKING SHALL BE AT THE OPINION OF THE CONTRACTOR. HOWEVER, THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT ALL TREES ARE PLANTED AND STAND PLUMB THROUGHOUT THE TERM OF THE WARRANTY. ALL STAKING SHALL BE REMOVED AT THE END OF THE WARRANTY PERIOD.
3. CONTRACTOR TO VERIFY EXISTING UTILITY LOCATIONS PRIOR TO STAKE INSTALLATION.
4. CONTRACTOR SHALL DETERMINE IF LOCAL SITE CONDITIONS REQUIRE 3-STAKE OPTION.
5. WATER TREE THOROUGHLY WITHIN FOUR HOURS OF PLANTING. REPEAT TWICE IN THE FIRST 24 HOURS AFTER PLANTING.

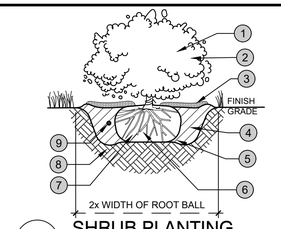
1 DECIDUOUS TREE PLANTING
NTS



1. REMOVE ALL TAGS, FLAGGING, AND OTHER NON BIODEGRADEABLE MATERIAL IMMEDIATELY AFTER INSTALLATION. REMOVE DEAD / DAMAGED BRANCHES BY PRUNING TO INTERNATIONAL SOCIETY OF ARBORICULTURE STANDARDS. IMPROPERLY PRUNED TREES, AS DETERMINED BY LANDSCAPE ARCHITECT, SHALL BE REMOVED AND REPLACED IMMEDIATELY AT NO COST TO OWNER.
2. 2"x2"x8' CEDAR STAKE. DO NOT PENETRATE ROOTBALL. SET STAKES PARALLEL TO PREVAILING WIND DIRECTION.
3. NON ABRASIVE 'CHAINLOCK' OR EQUAL TREE TIE MATERIAL. WRAP AROUND THE TREE TRUNK USING THE STANDARD TIE METHOD. SECURE TIE TO STAKE USING GALVANIZED NAILS OR SCREWS TO PREVENT SLIPPAGE. TIE SHOULD BE JUST LOOSE ENOUGH TO ALLOW FOR TRUNK GROWTH AND SLIGHT MOVEMENT.
4. ROOT FLARE / COLLAR (SWELLING AT SOIL LINE WHERE STEM TISSUE TRANSITIONS INTO ROOT TISSUE) TO BE AT FINISH GRADE. WHEN PRESENT, BUD POINT (MAJOR CROOK IN THE TRUNK JUST ABOVE SOIL LINE) TO BE APPROX. 1.5" ABOVE FINISH GRADE.
5. MULCH LAYER, KEEP 2" AWAY FROM TRUNK. ALL MULCH RINGS IN LAWN AREAS SHALL BE WOOD MULCH.
6. SCARIFY EDGE OF PLANT PIT.
7. BACKFILL WITH APPROVED TOPSOIL AND SOIL AMENDMENTS. BACKFIL IN 6 INCH LIFTS. SETTLE WITH WATER AFTER EACH LIFT. DO NOT TAMP.
8. SET ROOT BALL ON UNDISTURBED SUBSOIL.

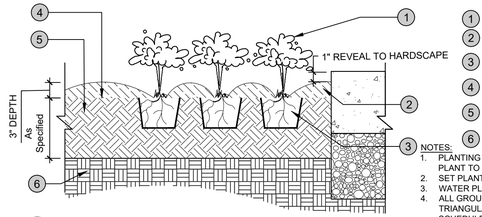
NOTES:
1. REMOVE ALL BURLAP, TWINE, AND WIRE BASKET FROM THE TOP 2/3 OF ROOTBALL. REMOVE ALL NAILS, TIES, AND PLASTIC FROM ROOTBALL. IF SYNTHETIC BURLAP IS UTILIZED TO WRAP THE ROOTBALL, IT SHALL BE COMPLETELY REMOVED.
2. TREE STAKING SHALL BE AT THE OPINION OF THE CONTRACTOR. HOWEVER, THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT ALL TREES ARE PLANTED AND STAND PLUMB THROUGHOUT THE TERM OF THE WARRANTY. ALL STAKING SHALL BE REMOVED AT THE END OF THE WARRANTY PERIOD.
3. CONTRACTOR TO VERIFY EXISTING UTILITY LOCATIONS PRIOR TO STAKE INSTALLATION.
4. CONTRACTOR SHALL DETERMINE IF LOCAL SITE CONDITIONS REQUIRE A DOUBLE STAKE OPTION.
5. WATER TREE THOROUGHLY WITHIN FOUR HOURS AFTER PLANTING. REPEAT TWICE WITHIN THE FIRST 24 HOURS OF PLANTING.

2 CONIFEROUS TREE PLANTING
NTS



1. REMOVE ALL TAGS, FLAGGING, AND OTHER NON BIODEGRADABLE MATERIAL FROM SHRUB IMMEDIATELY AFTER INSTALLATION. PRUNING IS ONLY RECOMMENDED TO REMOVE BROKEN, DEAD OR DAMAGED BRANCHES
2. CONSTRUCT 2" EARTH BERM TO FORM A WATER RETENTION BASIN. FILL WITH MULCH AS SPECIFIED
3. 3" DEEP MULCH PER PLANS OVER ENTIRE BED. DO NOT COVER CROWNS OF PLANTS
4. PRIOR TO MULCHING, ADD TOPSOIL AND SOIL AMENDMENTS AS SPECIFIED AROUND ROOT BALL IN 6" LIFTS TO BRACE SHRUB. DO NOT OVER COMPACT. WHEN THE PLANTING HOLE IS BACKFILLED, WATER GENTLY TO SETTLE SOIL. WATER TWICE MORE WITHIN THE FIRST 24 HOURS
5. ROOT BALL SHALL REST ON UNDISTURBED OR RECOMPACTED SUBSOIL
6. IF BALLED AND BURLAPPED, REMOVE ALL WIRE BASKET, ROPE, TWINE, NAILS FROM TOP 1/3 OF ROOT BALL. BE CAREFUL TO KEEP ROOT BALL INTACT. IF PRESENT, SYNTHETIC BURLAP SHALL BE COMPLETELY REMOVED FROM ROOT BALL
7. IF SHRUB IS CONTAINER GROWN, HAND LOOSEN ROOTS AWAY FROM GROWING MEDIA TO HELP PREVENT GIRDLING ROOTS
8. EXISTING SUBSOIL
9. COMMERCIAL FERTILIZER TABLET, AS SPECIFIED, FOR EACH SHRUB

3 SHRUB PLANTING
NTS



1. GROUNDCOVER / PERENNIAL PLANTING PER PLAN
2. MULCH PER PLANS. 3" DEPTH OVER ENTIRE BED. DO NOT COVER CROWNS OF PLANTS
3. CAREFULLY SPLIT ALL ROOT BOUND ROOTS WITH 3 EQUAL SPACED VERTICAL CUTS
4. WEED BARRIER FABRIC INSTALLED PER PLANS AND SPECIFICATIONS.
5. INSTALL TOPSOIL AND SOIL AMENDMENTS AND TILL AS SPECIFIED
6. SUBSOIL

NOTES:
1. PLANTING PIT / TRENCH SHALL BE DUG DEEP ENOUGH TO ALLOW THE PLANT TO KEEP THE GROUND LINE THE SAME AS NURSERY LINE.
2. SET PLANTS IN ERECT, STABLE, UNIFORM POSITION.
3. WATER PLANTS THOROUGHLY WITHIN 4 HOURS AFTER INSTALLATION.
4. ALL GROUNDCOVER PLANTS SHALL BE PLANTED ON CENTER IN A TRIANGULAR PATTERN, UNLESS OTHERWISE SPECIFIED IN SCHEDULE.

4 GROUND COVER AND PERENNIAL PLANTING
NTS



1. TURF
2. MULCH AT PLANTER BEDS
3. TOPSOIL AND SOIL AMENDMENTS AS SPECIFIED
4. SUBSOIL
5. HARDSCAPE (SIDEWALK, CURBING, EDGING, ETC) WHEN OCCURS.

5 SOD INSTALLATION
NTS

1. TURF
2. MULCH AT PLANTER BEDS
3. TOPSOIL AND SOIL AMENDMENTS AS SPECIFIED
4. CUT EDGE
5. FINISH GRADE

7 SHOVEL CUT V - EDGE AT PLANTER BED
NTS

1. MULCH. TYPE PER PLANS AND NOTES.
2. WEED BARRIER FABRIC. TYPE PER NOTES. OVERLAP SEAMS 12" MIN.
3. TOPSOIL AND SOIL AMENDMENTS AS SPECIFIED
4. FABRIC STAPLE. PLACE TO ANCHOR FABRIC INTO SOIL WITHIN 6" OF ALL OVERLAPPING EDGES. PLACE AT 3' O.C.
5. SUBSOIL
6. HARDSCAPE (SIDEWALK, CURBING, EDGING, ETC) WHEN OCCURS

6 MULCH INSTALLATION
NTS

STATE OF IDAHO — JOSEPH L. SNYDER — 24 PRAIRIE — LICENSED LANDSCAPE ARCHITECT

BORDER SIZE	22"x34"
DESIGNED	S. ACEVEDO
DRAWN	S. ACEVEDO
CHECKED	J. SNYDER
APPROVED	J. SNYDER

REVISIONS

NO.	DESCRIPTION	DATE

ARDURRA
332 N. BROADMORE WAY
NAMPA, IDAHO 83687
208-442-6300 | WWW.ARDURRA.COM

PRELIMINARY PLAT LANDSCAPE PLANS FOR:
SOTERRA SUBDIVISION PHASE 2&3
LANDSCAPE DETAILS

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE: April 21, 2026
PROJECT: 230186
SHEET: L4.0

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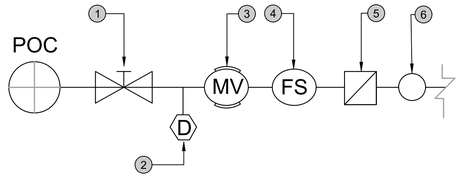
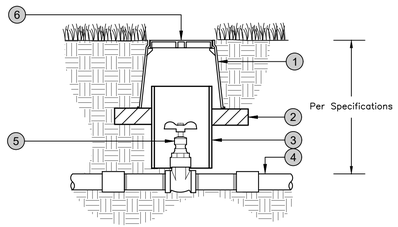


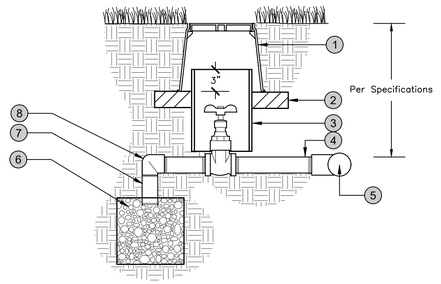
1. ISOLATION VALVE
2. DRAIN VALVE
3. MASTER VALVE
4. FLOW SENSOR
5. QUICK COUPLER
6. MAINLINE

1 POINT OF CONNECTION (PRESSURIZED IRRIGATION)

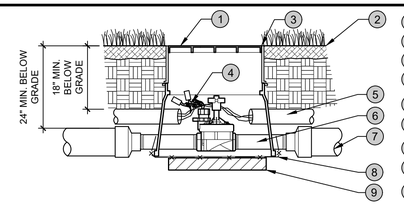
NTS

1. 10" DIA. ROUND VALVE BOX. GREEN.
2. PAVING BRICK SUPPORT (1 OF 3)
3. 6" PVC PIPE EXTENSION, LENGTH AS REQUIRED
4. PVC MAINLINE
5. GATE VALVE WITH CROSS TOP. STAINLESS STEEL OR OTHER RELATED FOR DIRECT BURIAL. SIZE THE SAME AS MAINLINE.
6. SET BOX FLUSH TO GRADE





1. 10" DIA. ROUND VALVE BOX. GREEN.
2. PAVING BRICK SUPPORT (1 OF 3)
3. 6" PVC PIPE EXTENSION, LENGTH AS REQUIRED
4. 12" LONG SCH 80 PVC NIPPLE
5. PVC TEE TO MAINLINE
6. DRAIN ROCK - 1 CF MIN., WRAPPED IN GEOTEXTILE FABRIC ALL SIDES
7. 4" LONG CH 80 PVC NIPPLE
8. PVC ELL

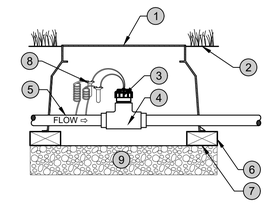


1. VALVE BOX - PER MANUFACTURER
2. FINISH GRADE
3. SET BOX FLUSH WITH FINISH GRADE
4. WATERPROOF WIRE CONNECTORS ON 24" MIN. LOOPED WIRES
5. PVC CONDUIT FOR CONTROLLER WIRES
6. SXT SCHEDULE 80 NIPPLES VALVE INLET SIZE
7. PVC MAIN LINE
8. 1/2" WIRE CLOTH GOPHER SCREEN, WRAP UP SIDES
9. 6X2X16 CONC. BLOCK CAPS, ONE EACH SIDE (2 TOTAL)

NOTES:
1. INSTALL VALVE BOXES IN AREA OF LOW VISIBILITY, BUT EASY ACCESS FOR MAINTENANCE.
2. WHEN PRACTICAL, INSTALL 6-12 INCHES FROM HARD SURFACES FOR EASE OF ACCESS.
3. VALVE BOXES WHICH ARE CUT AND/OR MODIFIED TO ACCOMMODATE POORLY LOCATED LATERAL LINES, MAINLINES OR VALVES WILL NOT BE ACCEPTED.
4. DO NOT MAKE CUT (S) FOR COMPONENTS FROM THE TOP LID OR RING OF THE VALVE BOX.
5. PRIOR TO INSTALLATION OF AUTOMATIC FLUSH VALVE, CONTRACTOR TO MANUALLY FLUSH SYSTEM AND VERIFY NO DEBRIS IS PRESENT.

4 MASTER VALVE CONTROL

NTS



1. RECTANGULAR VALVE BOX WITH LOCKING LID
2. FINISH GRADE
3. FLOW SENSOR
4. RECEPTACLE TEE, SIZE PER MANUFACTURER'S SPECIFICATIONS
5. MAINLINE FROM MASTER VALVE
6. BRICK SUPPORTS - 4 PER BOX
7. FILTER FABRIC - WRAP TWICE AROUND BRICK SUPPORTS
8. IRRIGATION VALVE WIRES WITH A 12" MIN. EXPANSION COIL
9. 3/4" WASHED CRUSHED ROCK, 4" MIN. DEPTH

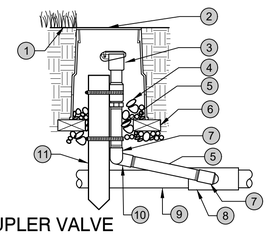
NOTES:

1. FLOW SENSOR MAKE AND MODEL SHALL BE PER CONTROLLER MANUFACTURER SPECIFICATIONS AND / OR RECOMMENDATIONS.
2. FLOW SENSOR WIRE SHALL BE PER THE CONTROLLER MANUFACTURER'S RECOMMENDATIONS.
3. INSTALL FLOW SENSOR PER MANUFACTURER RECOMMENDATIONS.
4. ALL WIRES RUNS SHALL BE CONTINUOUS WITHOUT ANY SPLICES. WIRE CONNECTIONS SHALL BE MADE WITH DBR/Y-6 CONNECTORS OR EQUAL.

2 ISOLATION VALVE

NTS

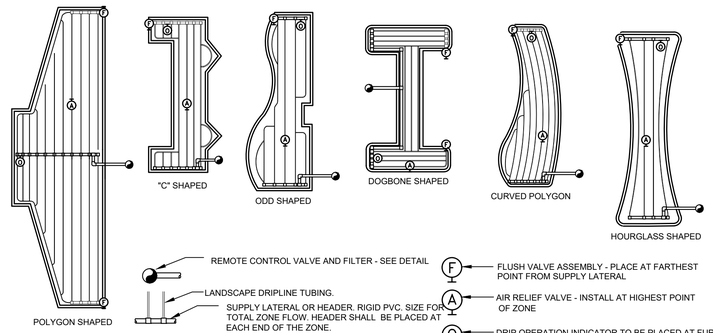
NOTES:
1. INSTALL VALVE BOXES IN AREA OF LOW VISIBILITY, BUT EASY ACCESS FOR MAINTENANCE.
2. WHEN PRACTICAL, INSTALL 6-12 INCHES FROM HARD SURFACES FOR EASE OF ACCESS.
3. VALVE BOXES WHICH ARE CUT AND/OR MODIFIED TO ACCOMMODATE POORLY LOCATED LATERAL LINES, MAINLINES OR VALVES WILL NOT BE ACCEPTED.
4. DO NOT MAKE CUT (S) FOR COMPONENTS FROM THE TOP LID OR RING OF THE VALVE BOX.
5. PRIOR TO INSTALLATION OF AUTOMATIC FLUSH VALVE, CONTRACTOR TO MANUALLY FLUSH SYSTEM AND VERIFY NO DEBRIS IS PRESENT.



1. FINISH GRADE / TOP OF MULCH
2. VALVE BOX WITH COVER. GREEN IN COLOR UNLESS OTHERWISE SPECIFIED. FLUSH WITH FINISH GRADE
3. QUICK COUPLER VALVE. 2"-3" CLEAR FROM LID TO COVER
4. 3" DEPTH OF 3/4" WASHED GRAVEL. EXTEND 6" BEYOND BOX IN ALL DIRECTIONS
5. PVC SCH 80 NIPPLE
6. BRICK SUPPORT (2)
7. PVC SCH 40 STREET ELL
8. PVC SCH 40 TEE OR ELL
9. PVC MAINLINE
10. PVC SCH 40 ELL
11. 2"X2" REDWOOD STAKE WITH STAINLESS STEEL GEAR CLAMP OR EQUAL SUPPORT SYSTEM

3 DRAIN VALVE

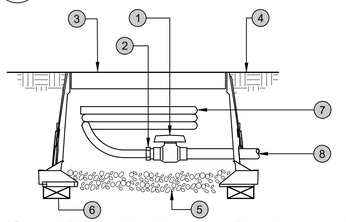
NTS



NOTES:
1. CENTER FEED LAYOUT SHOULD BE USED WHEREVER POSSIBLE TO ALLOW FOR MORE EVEN FLOWS AND THE INCREASE IN SIZE OF THE ZONE.
2. SEE MANUFACTURER DRIPLINE DESIGN INSTALLATION AND MAINTENANCE GUIDE FOR ADDITIONAL INFORMATION.
3. 2 INCH MIN. - 4 INCH MAX. OFFSET FROM ALL PIPING TO ADJACENT HARDSCAPE.
4. PLACE TIE DOWN STAKES AT MAXIMUM THREE FEET OFFSETS.
5. AT FITTINGS WHERE THERE IS A CHANGE IN DIRECTION SUCH AS TEES OR ELBOWS, USE TIE DOWN STAKES ON EACH LEG OF THE CHANGE IN DIRECTION.
6. DISTANCE BETWEEN LATERAL ROWS AND EMITTER SPACING SHALL BE BASED UPON SOIL TYPE, PLANT MATERIAL, AND CHANGES IN ELEVATION. SEE MANUFACTURER INSTALLATION GUIDE FOR SUGGESTED SPACING GUIDES.
7. LENGTH OF DRIPLINE SHALL NOT EXCEED THE MAXIMUM LENGTH SHOWN BY THE MANUFACTURER INSTALLATION GUIDE.
8. WHEN USING 17 MM INSERT FITTINGS WITH A DESIGN PRESSURE OVER 50 PSI, IT IS RECOMMENDED THAT STAINLESS STEEL CLAMPS BE INSTALLED ON EACH FITTING.

5 FLOW SENSOR

NTS

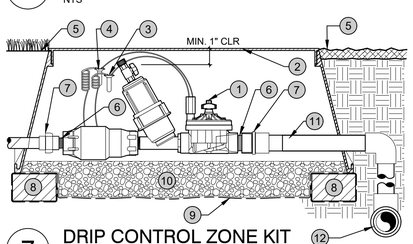


1. STANDARD PVC MANUAL BALL VALVE. SIZE EQUAL TO LATERAL LINE
2. PVC REDUCER BUSHING AS REQUIRED
3. RECTANGULAR PLASTIC VALVE BOX AND LID, OR SIMILAR
4. FINISH GRADE
5. 3" MIN. DEPTH OF 3/4" WASHED GRAVEL
6. BRICK 1 OF 2
7. COIL 24" -30" OF BLANK DRIPLINE TUBING IN BOX TO FLUSH WATER ABOVE GRADE
8. LATERAL LINE PER PLAN

NOTES:
1. BOX LID SHALL BE FLUSH WITH FINISH GRADE.
2. NO CUTS OR OTHER MODIFICATIONS SHALL BE MADE TO THE TOP OR LID OF THE VALVE BOX.
3. VALVE SHALL BE PLACED AT THE FARTHEST POINT FROM THE SUPPLY LATERAL.

6 QUICK COUPLER VALVE

NTS

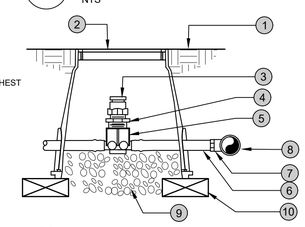


1. REMOTE CONTROL VALVE
2. IRRIGATION VALVE BOX
3. WATERPROOF CONNECTORS (2)
4. 18"-24" COILED WIRE TO CONTROLLER
5. FINISH GRADE (TURF/MULCH)
6. SCH. 80 CLOSE NIPPLE, MATCH SIZE TO VALVE
7. PVC SLIP X FPT ADAPTOR
8. BRICK SUPPORTS (4)
9. FILTER FABRIC - WRAP TWICE AROUND BRICK SUPPORTS
10. 3/4" WASHED CRUSHED ROCK, 4" MIN. DEPTH
11. IRRIGATION LATERAL
12. MAINLINE LATERAL AND FITTINGS

NOTES:
1. INSTALL VALVE BOXES IN AREA OF LOW VISIBILITY, BUT EASY ACCESS FOR MAINTENANCE.
2. WHEN PRACTICAL, INSTALL 6-12 INCHES FROM HARD SURFACES FOR EASE OF ACCESS.
3. VALVE BOXES WHICH ARE CUT AND/OR MODIFIED TO ACCOMMODATE POORLY LOCATED LATERAL LINES, MAINLINES OR VALVES WILL NOT BE ACCEPTED.
4. DO NOT MAKE CUT (S) FOR COMPONENTS FROM THE TOP LID OR RING OF THE VALVE BOX.
5. PRIOR TO INSTALLATION OF AUTOMATIC FLUSH VALVE, CONTRACTOR TO MANUALLY FLUSH SYSTEM AND VERIFY NO DEBRIS IS PRESENT.

9 DRIPLINE - MANUAL FLUSH VALVE

NTS



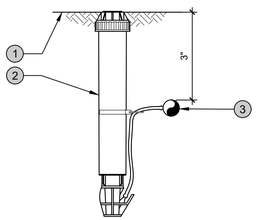
1. FINISH GRADE
2. SUBTERRANEAN EMITTER BOX WITH LID. 6.5" MIN., DIAMETER AT TOP OF BOX
3. AIR RELIEF VALVE, RAINBIRD ARV050 OR APPROVED EQUAL. TO BE INSTALLED AT HIGH POINTS IN DRIP ZONE
4. 1/2" X 3/4" PVC REDUCER BUSHING
5. BARB X FEMALE THREADED CONNECTOR
6. BLANK DRIPLINE TUBING
7. BARB X MALE THREADED CONNECTOR
8. PVC TEE CONNECTED TO PVC HEADER
9. 3" MIN. DEPTH OF 3/4" WASHED GRAVEL
10. BRICK 1 OF 2

NOTES:
1. EMITTER BOX LID SHALL BE FLUSH WITH FINISH GRADE.
2. NO CUTS OR OTHER MODIFICATIONS SHALL BE MADE TO THE TOP OF THE EMITTER BOX.

7 DRIP CONTROL ZONE KIT

NTS

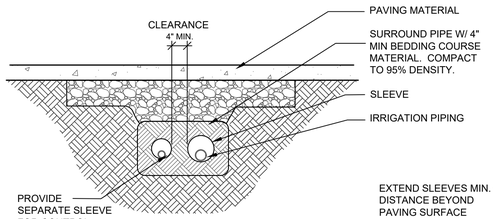
1. FINISH GRADE/TURF
2. OPERATION INDICATOR, RAIN BIRD MODEL: OPERIND, OR APPROVED EQUAL
3. SUB-SURFACE DRIPLINE, AS SPECIFIED



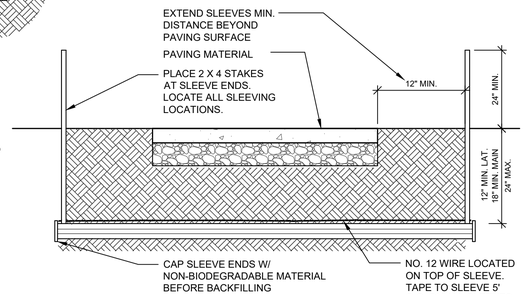
NOTES:
1. INSERT BARB TRANSFER FITTING DIRECTLY INTO DRIPLINE TUBING.
2. VAN NOZZLE SHALL BE SET TO CLOSED.

8 DRIPLINE LAYOUT

NTS

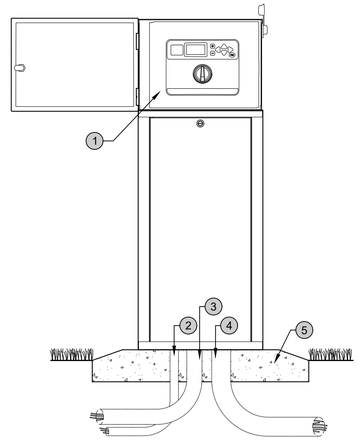


NOTES:
1. ALL IRRIGATION SLEEVES TO BE PVC PIPE AS SPECIFIED.
2. ALL JOINTS TO BE SOLVENT WELDED AND WATER TIGHT.
3. MECHANICALLY TAMP BACKFILL TO 95% MAX. DENSITY AS SPECIFIED.
4. ALL SLEEVING SHALL BE TWICE THE DIAMETER OF THE WORKING PIPE.
5. SLEEVING SHALL OCCUR IN BUNDLES OF (2) UNLESS OTHERWISE SPECIFIED.
6. THERE SHALL BE NO 90 DEGREE JOINTS DIRECTING LATERALS AND MAINLINES INTO SLEEVES. MAXIMUM ANGLE SHALL BE 45 DEGREES.



10 DRIPLINE - AIR RELIEF VALVE

NTS



1. CONTROLLER MODEL AND STAINLESS STEEL PEDESTAL PER SPECIFICATIONS
2. ELECTRICAL SUPPLY CONDUIT. CONNECT TO POWER SOURCE, J-BOX INSIDE CONTROLLER
3. GROUND WIRE CONDUIT, PER ASIC GUIDELINES
4. IRRIGATION CONTROL WIRE IN CONDUIT. SIZE AND TYPE PER LOCAL CODES
5. PEDESTAL BASE PER PLAN. INSURE POSITIVE DRAINAGE AWAY FROM PEDESTAL

NOTES:
1. CONTROLLER SHALL BE HARD WIRED TO GROUNDED 110 VAC POWER SOURCE.

11 DRIPLINE OPERATION INDICATOR

NTS

12 IRRIGATION PIPE & WIRE SLEEVING

NTS

13 CONTROLLER - PEDESTAL MOUNT

NTS

ARDURRA GROUP
332 N. BROADMORE WAY
NAMPA, IDAHO 83687
208-442-6300 | WWW.ARDURRA.COM

BORDER SIZE	22"x34"
DESIGNED	S. ACEVEDO
DRAWN	S. ACEVEDO
CHECKED	J. SNYDER
APPROVED	J. SNYDER

REVISIONS

NO.	DESCRIPTION	DATE

PRELIMINARY PLAT LANDSCAPE PLANS FOR:

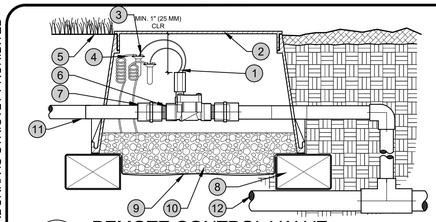
SOTERRA SUBDIVISION PHASE 2&3

IRRIGATION DETAILS

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE: April 21, 2026
PROJECT: 230186
SHEET: L4.1

Y:\NAM\2018\03_CAD\SHEETS\PRELIMINARY_PLAT\LANDSCAPE\230186-L-PP-DETAILS.DWG, 4/20/2026

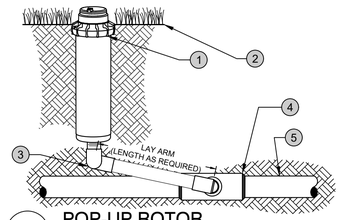


1 REMOTE CONTROL VALVE

NTS

1. REMOTE CONTROL VALVE
2. IRRIGATION VALVE BOX
3. WATERPROOF CONNECTORS (2)
4. 18"-24" COILED WIRE TO CONTROLLER
5. FINISH GRADE AT ADJACENT SURFACE (TURF/ MULCH)
6. SCH. 80 CLOSE NIPPLE, MATCH SIZE TO VALVE
7. PVC SLIP X FPT ADAPTOR
8. BRICK SUPPORTS (4)
9. FILTER FABRIC - WRAP TWICE AROUND BRICK SUPPORTS
10. 3/4" WASHED GRAVEL(4" MIN. DEPTH)
11. IRRIGATION LATERAL
12. MAINLINE AND FITTINGS

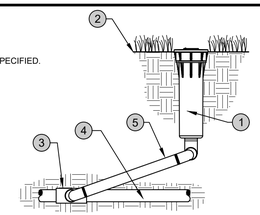
NOTES:
1. INSTALL VALVE BOXES IN AREA OF LOW VISIBILITY, BUT EASY ACCESS FOR MAINTENANCE.
2. WHEN PRACTICAL, INSTALL 6 -12 INCHES FROM HARD SURFACE FOR EASE OF ACCESS.
3. VALVE BOXES WHICH ARE CUT AND/OR MODIFIED TO ACCOMMODATE POORLY LOCATED LATERAL LINES, MAINLINES OR VALVES WILL NOT BE ACCEPTED.
4. DO NOT MAKE CUT (S) FOR COMPONENTS FROM THE TOP LID OR RING OF THE VALVE BOX.
5. PRIOR TO INSTALLATION OF AUTOMATIC FLUSH VALVE, CONTRACTOR TO MANUALLY FLUSH SYSTEM AND VERIFY NO DEBRIS IS PRESENT.



2 POP-UP ROTOR

NTS

1. POP-UP ROTOR
2. FINISH GRADE
3. SWING JOINT ASSEMBLY
   1. HAND TIGHTEN O-RING JOINTS, BACK-OFF ONE FULL TURN TO ALLOW FOR SWING ACTION
   2. INSTALL SWING JOINT LAY ARM AT 30-40 DEG. ANGLE TO THE LATERAL
4. LATERAL TEE OR ELL CONNECTION
5. LATERAL PIPING. 18" MIN. COVER



3 POP-UP SPRAY

NTS

1. POP-UP SPRAY BODY. SPRAY BODY SHALL BE 4" HEIGHT UNLESS OTHERWISE SPECIFIED. NOZZLE SIZE AS NEEDED.
2. FINISH GRADE
3. LATERAL FITTING
4. LATERAL PIPE
5. FIELD BUILT SWING ARM

STATE OF IDAHO
JUNE SNYDER
LA-19647
LICENSED LANDSCAPE ARCHITECT

BORDER SIZE	22"x34"
DESIGNED	S. ACEVEDO
DRAWN	S. ACEVEDO
CHECKED	J. SNYDER
APPROVED	J. SNYDER

REVISIONS

NO.	DESCRIPTION	DATE

ARDURRA
332 N. BROADMORE WAY
NAMPA, IDAHO 83687
208-442-6300 | WWW.ARDURRA.COM

PRELIMINARY PLAT LANDSCAPE PLANS FOR:

SOTERRA SUBDIVISION PHASE 2&3

IRRIGATION DETAILS

ATTENTION:
0 1/2 1
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE

DATE: April 21, 2026
PROJECT: 230186
SHEET: L4.2

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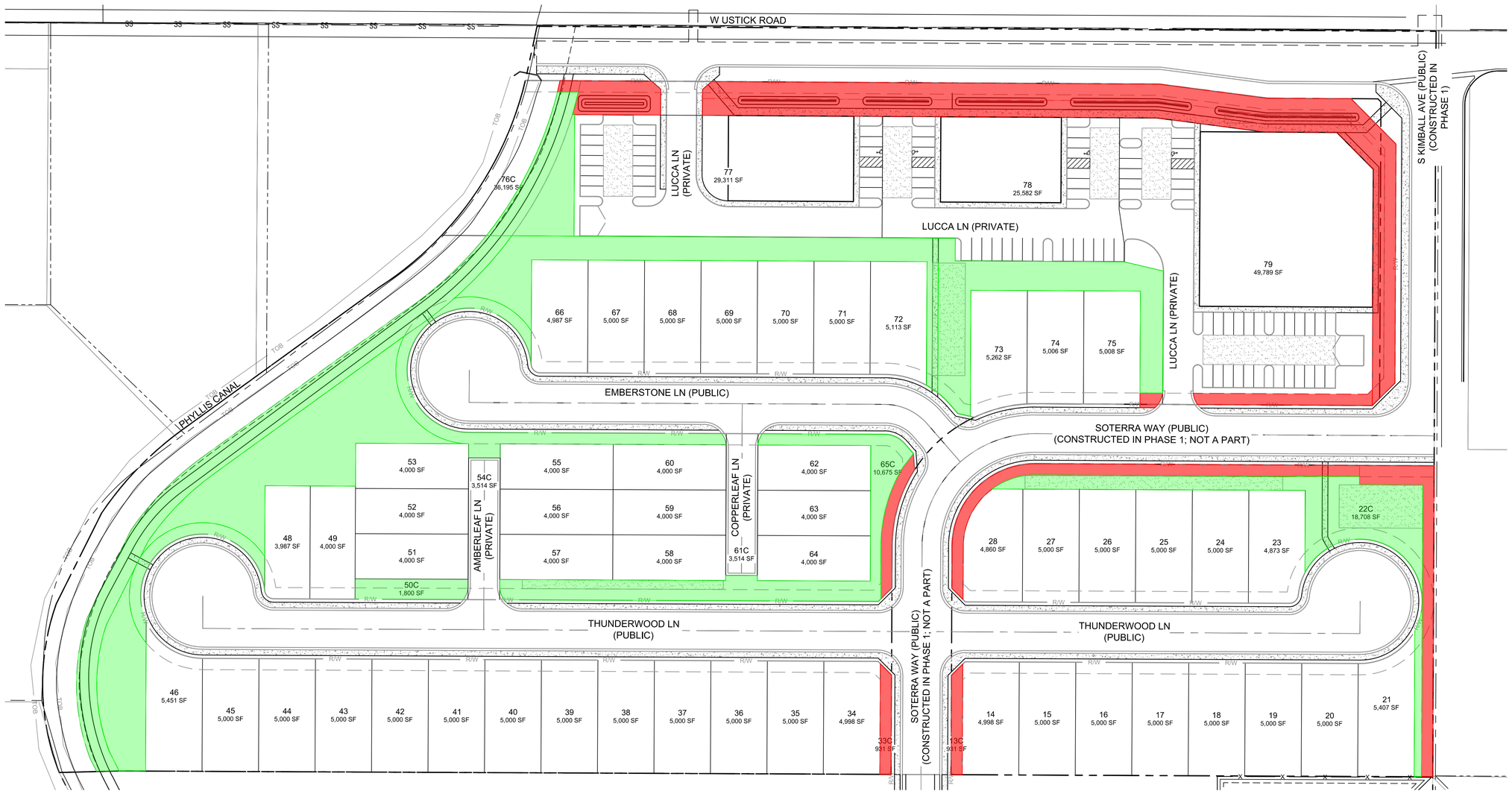
OPEN SPACE DATA (PHASE 2 & 3)	
GROSS LAND AREA	13.66 AC
TOTAL OPEN SPACE	2.86 AC
TOTAL QUALIFYING OPEN SPACE	1.98 AC
TOTAL QUALIFYING OPEN SPACE PERCENTAGE	14.2%

LEGEND

QUALIFYING OPEN SPACE

NON-QUALIFYING OPEN SPACE



SOTERRA SUBDIVISION

OPEN SPACE EXHIBIT - PHASE 2 & 3

0' 25' 50' 100' 150'

DATE: 4/20/26 JOB: 230186

ARDURRA

1144 S. SILVERSTONE WAY, STE. 300
MERIDIAN, IDAHO 83642

208-323-2288 | WWW.ARDURRA.COM

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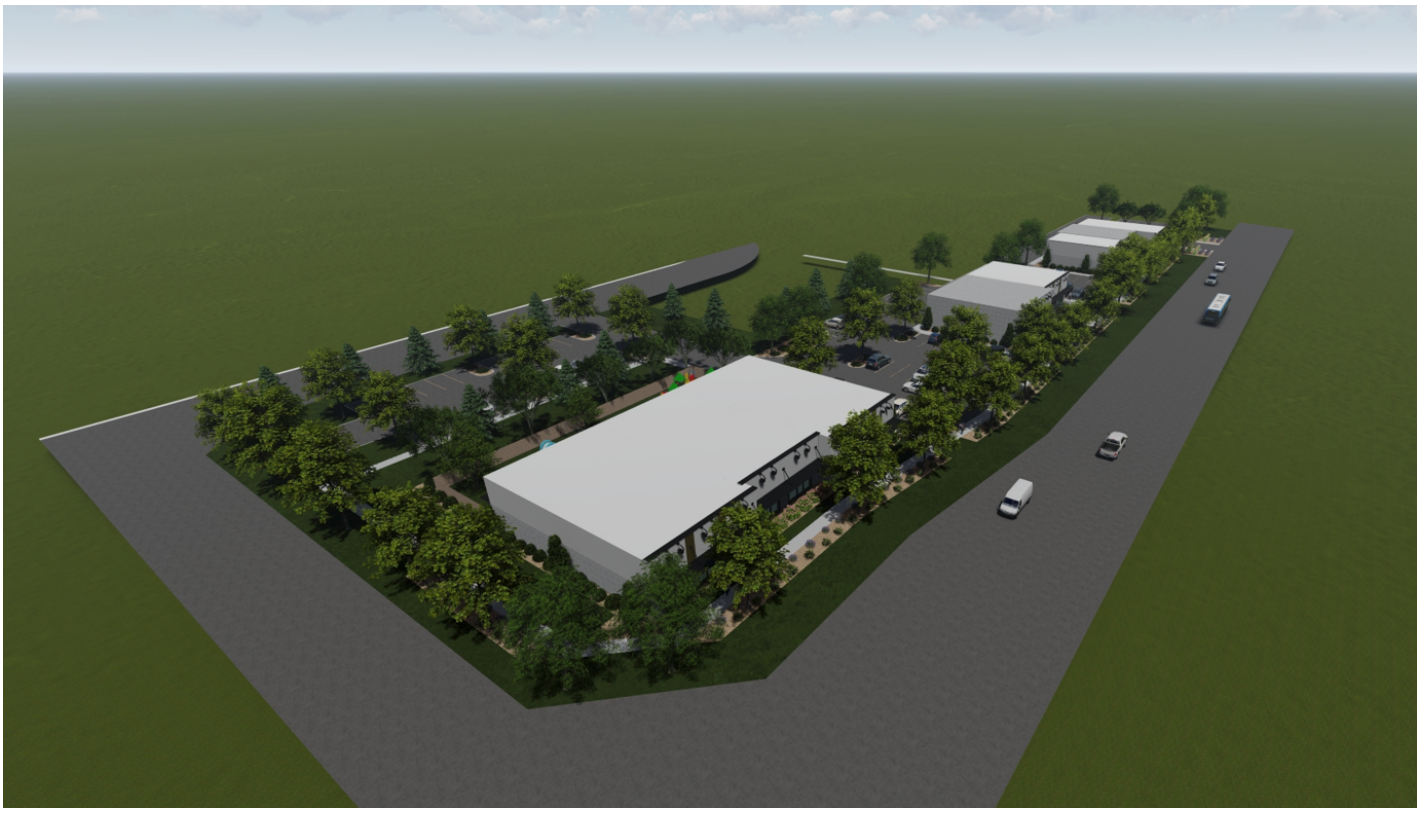












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1379


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1338


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March 7, 2022
Soterra Subdivision Development Agreement
(ANN21-000004 / SUB-21P-01)
After Recording

Return to:
Jerome Mapp, Director
Caldwell Planning and Zoning Dept.
621 Cleveland Blvd
Caldwell, Idaho 83605

2022-012912
RECORDED
03/10/2022 09:30 AM
00688153202200129120240248
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=24 SCARDENAS NO FEE
AGR
CALDWELL CITY OF

For Recording Purposes, Do
Not Write Above This Line

DEVELOPMENT AGREEMENT
Soterra Subdivision

This Development Agreement is made and entered into this 7th day of March, 2022, by and between the CITY OF CALDWELL, an Idaho municipal corporation of 411 Blaine Street, Caldwell, Idaho 83605 ("City" or "Caldwell"), and ITERRA HOLDINGS LLC, 1400 South St., STE A2, Saint George, UT 84790 ("Owner/Developer").

WHEREAS, Owner is the owner of record of certain real property (the "Subject Property") located in the City of Caldwell and , more particularly described as follows:

See Exhibit "A", a legal description, attached hereto and incorporated herein by this reference.

WHEREAS, the Subject Property (R32583containing approx. 38 acres) is the subject of an Application for Annexation and Subdivision submitted by Owner/Developer, identified as Application Number ANN21-000004/SUB-21P-01; and

WHEREAS, 22.2 acres more or less of the Subject Property is located within the City of Caldwell with a zoning designation of R-1 (Low Density Residential) zoning; and

WHEREAS, 15.8 acres more or less of the Subject Property is located within the City of Caldwell with a zoning designation of C-2 (Community Commercial)zoning; and

WHEREAS, it is the intent of this Development Agreement to protect the rights of Owner's/Developer's use and enjoyment of the Subject Property, while at the same time limiting any adverse impacts resulting from the zoning of this property upon neighboring properties and the community, and ensuring that any future development of the Subject Property is in a manner consistent with Caldwell's Comprehensive Plan and City Code; and

DA22-06

WHEREAS, Caldwell and Owner/Developer desire to set forth herein limitations and/or conditions upon the use and future development of the Subject Property;

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;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, Owner/Developer and Caldwell agree as follows:

ARTICLE I

LEGAL AUTHORITY

Caldwell has previously adopted an ordinance to annex and designate zoning for the Subject Property. The Owner/Developer has requested annexation and to develop the Subject Property as a subject to the terms and conditions of this Development Agreement. This Development Agreement shall be signed to meet the conditions of approval for the annexation and preliminary plat requirements as approved in the order of decision signed March 7, 2022 in connection with ANN21-000004 and SUB-21P-01.

ARTICLE II

CONDITIONS OF THE ANNEXATION AND DEVELOPMENT

The Subject Property shall be utilized in the fashion and according to the terms set forth in the development application for ANN21-000004 and SUB-21P-01, to include the following conditions:

1. All future development applications for the Subject Property must meet all requirements of the Caldwell City Code in effect at the time of application.

2. If the City of Caldwell has established a design review process at the time of submittal of development application(s) for the Subject Property, the Owner/Developer will be required to go through the design review process.

3. In the event the Subject Property's legal description is discovered to be in error, the Developer and/or Owner will be responsible for assuming the measures necessary to provide the City with an accurate legal description of the Subject Property.

4. Development of the subject property shall be consistent with all requirements, codes, rules, and regulations policies and standards of the City of Caldwell, unless specifically stated otherwise in the development agreement.

5. The development, design, and construction of the Soterra Subdivision shall be in substantial compliance with the submitted preliminary plat and conceptual site plan (See Exhibit A12.1 and A14) attached hereto of Case File ANN21-000004/SUB-21P-01 or as amended to reflect requirements by City Engineering Department (PA-3 included herein or as amended). Any substantial deviations, as determined by the Planning & Zoning Director, from said Case File Exhibit, shall require City Council approval, through a public hearing.

6. The commercial lots identified within the Soterra Subdivision preliminary plat shall be developed with commercial service/retail businesses. Residential uses including multi-family development shall not be permitted within the "C2" (Community Commercial) zoned area (15 acres more or less) of this development. Preservation of the arterial corridors for business uses is consistent with the comprehensive plan and necessary for the future growth and development of the city.

7. Installation and construction of all items shown including major and micro pathways, fencing, and open space amenities on the submitted landscaping plan shall be in substantial compliance with the submitted Exhibit A-13 (or as amended to meet requirements of code for required preliminary plat revisions) of Case File ANN21-000004/SUB-21P-01 and shall be completed prior to the City Engineer's signature on the final plat.

8. Install a minimum 15-foot wide street landscape buffer along the Kimball Road road frontage. The buffer shall comply with city landscape requirements §10-07-08 or as amended.

9. Install a minimum 25-foot wide street landscape buffer along the Ustick Road road frontage. The buffer shall comply with city landscape requirements §10-07-08 or as amended.

10. The developer shall install the major pathway aside the Phyllis Canal easement from Ustick Road to the southern boundary of the development during the first phase of construction and shall be completed prior to the City Engineer signing the Final Plat.

11. A note shall be placed on the Final Plat indicating that all rights-of-way are to be dedicated to the public.

12. Comply with the requirements of all applicable agencies, including but not limited to Pioneer Irrigation District, Bureau of Reclamation, City of Caldwell Engineering Department, City of Caldwell Fire Department, and Canyon Highway District No. 4.

13. 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 first final plat.

14. All requirements from the Fire Department for access, turnarounds, emergency access, water supply, fire hydrants, etc. shall be met in the development and/or platting of the subject property. 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.

15. The applicant shall post and maintain a "Rules and Regulations" sign at the entryways to the residential subdivision until it is fully developed. The signs would be intended for subcontractors performing work and should include: 1) no dogs; 2) no loud music; 3) no alcohol or drugs; 4) no abusive language; 5) dispose of personal trash and site debris; 6) clean up any mud and/or dirt that is deposited from the construction parcel onto streets; 7) installation of a temporary construction fence that would keep debris from being blown off site by the wind; 8) no burning of construction or other debris on the Property.

16. The developer proposes to develop this subdivision in three phases with the phasing plan as indicated on page 1 of Exhibit A 12.1 attached hereto.

17. Preliminary plat approval is valid for twenty-four (24) months from the date of signature on the approving order of decision, meaning a final plat must be recorded within twenty-four (24) months of the date of signature on the approving order of decision for the preliminary plat.

18. In the event the approved phasing plan needs to be modified by adding additional phases or increasing or decreasing the number of buildable lots within a phase, a modified phasing plan shall be submitted to the planning and zoning department for administrative approval. In no case shall the total number of buildable lots approved in the preliminary plat be increased.

19. The developer to provide an area for future bus stop at Kimball and Ustick Roads with dimensional specifications directed from the Valley Regional Transit to be installed at the time that The Valley Regional Transit extends the bus line to this area.

20. The applicant shall complete the Ustick Road frontage improvements during the first phase of development of the commercial lots to include sidewalks and landscaping, to encourage commercial development and any other part of the frontage improvements that are required by engineering and according to the engineering staff report.

21. The developer shall ensure that construction vehicles take access for construction of the subdivision from Ustick Road. Construction access shall not route through the existing residential development, Cumberland Subdivision.

22. The residences within Soterra Subdivision, adjoining the subdivision (Cumberland Subdivision) along the eastern boundary of the project site shall be restricted to one-story (with lofts) for the eleven (11) residential lots that abut the subdivision to the east.

23. The development of the Subject Property shall comply with the requirements of the City Engineering Department as listed in Exhibit PA-3 to PUD21-000003/SUB21-000011, which exhibit is set restated below. The City Engineer has the discretion to reduce or eliminate certain requirements stated in Exhibit PA-3 that he finds pertinent to the request.

<u>City of Caldwell Engineering Comments and Conditions</u>: (Exhibit PA-3)

From: Robb MacDonald, City Engineer

Re: ANN21-000004 / SUB 21P 01 Soterra Subdivision

Date: Nov 24, 2021 **REVISED 2-15-22**

The Engineering Department provides the following comments on a request by The Land Group for an annexation of 38.07 acres; 15.8 acres is designated Business Commercial in the Comprehensive Plan and 22.2 acres is designated Low Density Residential. The applicant is proposing 15.8 acres of C-2 (Community Commercial) zone and the 22.2 acres proposed to be zoned R-1 (low density residential). Concurrently the applicant is requesting a

preliminary plat, Soterra Subdivision, with the development of 75 total lots, including 60 single-family residential lots and 6 common lots in the R-1 zone and 8 Commercial lots with 1 common lot in the C-2 (Community Commercial) zone. The commercial use is undisclosed at this time. The subject property is located at 205 W. Ustick Road, parcel number R32583, Caldwell, Idaho.

Development Plans

1. Development Plans – Prior to commencing construction, 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. Easements for Public Utilities shall be 10 feet wide minimum along all front & rear lot lines. A minimum10 feet wide easement (or larger if deemed necessary by the City Engineer in order to facilitate future maintenance operations of utilities) may be required along select interior lot lines to facilitate pressure irrigation or other utilities.

2. 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 face of the final plat (visually and in writing). Existing easements shall be shown on all construction drawings.

3. All utilities on and within the boundaries of the subdivision shall be located and/or relocated underground.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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-eight (48) foot half width right-of-way (from centerline) along the entire frontage (per City Standard R-810 A).

2. Kimball Avenue shall be constructed to Collector standards. Applicant shall dedicate as public right-of-way of thirty-five (35) foot half width right-of-way along the Kimball Avenue alignment (per City Standard R-810 C).

3. Applicant shall dedicate right-of-way for a right hand turn lanes at the following locations:

   a. On Ustick Road at Kimball Avenue per City standard drawing R-810F.

4. All other interior local streets classified as residential shall be dedicated to the City. The applicant shall dedicate as public right-of-way a minimum fifty-three (53) foot full width right-of-way (per City Standard R-810E-1).

5. A note shall be placed on the Final Plat indicating that all rights-of-way are to be dedicated to the public.

Street

1. Full frontage half-street improvements shall be completed to all classified roads adjacent to, and within, the proposed preliminary plat (including Ustick Road and Kimball Avenue) in accordance with all City of Caldwell standards and specifications. Improvements shall include (but are not limited to) curb, gutter, sidewalk, asphalt, streetlights, joint trench, spare communication conduit along classified roadways, storm drainage facilities, etc. This includes improvements up and to the west property line on Ustick Road. An extension on the Phyllis Canal, on the south side of Ustick, will be required for correct road improvements to be constructed.

2. Applicant shall install an eastbound right-turn lane at the intersection of Ustick/Kimball per City standard drawing R-810F.

3. All private driveways shall fully comply with City of Caldwell standards and be approved by the Caldwell Fire Marshall.

4. No lot shall have direct access to/from Ustick Road or Kimball Avenue.

5. A right-in, Right-out is permitted at a location 660 feet west of the Kimball Avenue alignment (pending approval also from Canyon Highway District 4). This access point must be designed in a way that discourages/prevents full access use.

Traffic Mitigation

The following are the required traffic related mitigation measures for the Soterra Subdivision resulting from the traffic impact study conducted by DEA on 9-2-21 pursuant to City Code Chapter 10, Article 10. A traffic impact study will be required for this development because of the volume of traffic produced.

1. Provide a cross-access easement allowing use of approaches and cross-access of the site by both onsite and adjacent development. This requirement shall be noted on the final plat.

2. Community Planning Association of Southwest Idaho has computed the average trip length in Canyon County to be 7.3 mi. Traffic impact mitigation should presumably occur at both trip ends so ½ of the trip length should be attributed to each end. It is estimated that trips will encounter a major intersection every half mile along any given path. The capacity of an average fully improved intersection (assumed to be the intersection of a collector and an arterial road) is estimated to be 5,080 vehicles/hour.

   The estimated traffic resulting from the proposed density in this subdivision based on the most current Traffic Impact Analysis sets the pm peak hour traffic flow at 500 vehicles for the entire subdivision.

   Following the City of Caldwell's mitigation equation ((500 veh/hr*7.3 mile/trip*0.5 trip ends*2inter/mi) / (5080veh/hr)) the total contribution of this development to traffic mitigation shall be 71.9% of a fully improved intersection. This percentage represents the total capacity utilized from each intersection (once fully improved and possibly

signalized) encountered by trips generated over the development's half of the generated trip length.

a) The owner/developer/applicant shall design and construct roughly 71.9% of the signalization improvements needed for an average intersection, as defined, at one or more nearby (within 3.5 miles of the site) deficient locations to be determined by Engineering staff. The Engineering staff shall have reasonable discretion to determine the sites of construction and what design and construction equals roughly 71.9% of the signalization improvements needed for an average intersection. Engineering staff can provide information about applications with whose mitigation efforts the owner/developer/applicant can combine to achieve even units of 100%.

   i) The owner/developer/applicant may be allowed, at his option, to contribute monies in lieu of construction to the City of Caldwell Roadway Trust Fund, but the basis for the obligation is for construction. Monetary contributions must be made at a level commensurate with costs to construct the same by the City and as estimated by the City. This alternate provision for payment of money is not a requirement, is for the benefit and convenience of the owner/developer/applicant only and does not constitute an Impact Fee.
   ii) The average cost of intersection is estimated at $425,000 for procurement of design services, construction, and associated costs by the City, of which 71.9% of that cost is what needs to be covered by this subdivision.
   iii) City may obligate traffic mitigation to be used for traffic signal construction at the intersection of Ustick/Kimball. Traffic signal construction would be the developer's responsibility with potential participation from adjacent developments.

3. Applicant shall keep the City informed of and comply with any additional requirements CHD4 has pertaining to Ustick Road. CHD4 has the final authority to impose requirements on some sections of Ustick Road said requirements shall be met independent of requirements of the City. CHD4 standards shall be followed for roadway section depth on these roadways. The stricter of City or CHD4 requirements shall be followed for roadway width and traffic mitigation measures.

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 phase of development shall have a redundant/secondary supply of domestic water.

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. Commercial portion of development: Subject property is designated to discharge sewer to Ustick Road, where a trunk line is required to be constructed by the developer. This trunk line will run east (consistent with the sewer master plan) and be constructed in conjunction with the first commercial phase of this development. Currently the nearest gravity sewer manhole for discharge for the commercial portion of the development is located approximately 1,015' east of the intersection of Ustick/Kimball. Applicant is responsible for sewering the site per the Dixie Master Plan and extending the sewer trunk line along the entire project frontage in Ustick.

3. Residential portion of development: the 60 residential lots are permitted to connect and discharge sewer into Pineville Street. All work within the public right-of-way shall meet all City standards and specifications.

4. The location of sewer 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 install the trunk lines specified within the most current version of the Dixie Sewer Study that reside within the limits of this preliminary plat.

5. 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.

6. 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.

7. 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.

8. 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 and on the final plat (excluding prescriptive easements). Construction across or re-routing of these facilities is subject to approval by the Pioneer Irrigation District and at their discretion, 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.

3. There is to be no discharge of gravity/pressure irrigation return water into the subdivision storm water system.

4. The development is to include a non-potable water pressure irrigation system in full compliance with Caldwell Municipal Irrigation District standards. 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.

    a) Applicant shall coordinate with the City of Caldwell Engineering Department to coordinate the potential oversizing of the pump station which may be necessary to serve nearby acreage with non-potable pressurized irrigation water.

5. The applicant shall ensure that an adequate continuous irrigation supply flow is available to meet the pressure irrigation system requirements of CMID.

6. Applicant shall place the pump station within a platted common lot. Said lot shall be owned and maintained by the home owners association.

7. Each lot shall be provided with a pressure irrigation service.

8. All pressure irrigation mainlines shall be located in the public right-of-way, and within a public utility easement of a minimum of 10 feet in width centered over said mainlines as per current City standards.

9. 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.

10. 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 Wilder Irrigation (or others) facilities 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. The final plat drawing should indicate that storm water detention basins are to be placed in common lots in accordance with the referenced Stormwater policy. A note should be placed on the final plat indicating that all areas designated as common areas are to be operated and maintained by the home owners association.

4. There is to be no discharge of storm water overflow into any irrigation water return/discharge facility/ditch/pipe/etc.

Plat

1. Prior to approval of the final plat, subdivision facilities must be completed or an appropriate construction security provided. There may be temporary restrictions to the obtaining of building permits, even with acceptable construction security, depending on fire protection, emergency service requirements, and City approval of the sanitary sewer system. A 50% temporary restriction to obtaining of building permits will be enforced until all facility construction has been completed, inspected and certified by the Applicants engineer including all punch list items.

2. A note shall be added to the final stating that no lot shall have direct access to/from Ustick Road.

3. Upon recordation of the plat, the Engineering Department is to be provided with a PDF copy of the recorded final and 3 full paper sets.

4. An electronic (dwg.) copy of the Final Plat suitable for mapping and addressing purposes will be required with Final Plat application submittal.

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24. In the event that any provisions of this agreement are more or less strict than the City Code or other law or regulations in place at the time of development, the more stringent requirements shall apply.

25. The above Development Agreement conditions are in addition to all other regulations provided for in the zoning district.

ARTICLE III

AFFIDAVIT OF SUBJECT PROPERTY OWNERS

An affidavit of the Owners of the Subject Property agreeing to submit the Property to this Development Agreement and to the provisions set forth in Idaho Code Section 67-6511A is incorporated herein by reference.

ARTICLE IV
DEFAULT

4.1 In the event Owner/Developer fails to comply with the commitments set forth herein, within thirty (30) days of written notice of such failure from Caldwell, Caldwell 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.

4.2 If required to proceed in a court of law or equity to enforce any provision of this Development Agreement, the prevailing party 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 attorneys' fees and court costs as the Court shall determine.

ARTICLE V

UNENFORCEABLE PROVISIONS

If any term, provision, commitment, or restriction of this Development 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 terminate and the zoning of the property shall revert to the city of Caldwell's original land designations as set forth in the master plan, unless the portion of this Development Agreement found to be invalid or unenforceable is re-negotiated in good faith between the parties (or other appropriate party or successor) as an amendment to the Development processed in accordance with the notice and hearing provisions of Idaho Code Section 67-6509.

ARTICLE VI

ASSIGNMENT AND TRANSFER

6.1 After its execution, the Development Agreement shall be recorded in the office of the County Recorder at the expense of the Owner/Developer.

6.2 Each commitment and the restriction on the development shall be a burden on the Subject Property, shall be appurtenant to and for the benefit of the Subject Property, adjacent property, and other residential property near the Subject Property, and shall run with the land.

6.3 This Development Agreement shall be binding on the Owner/Developer, and their respective heirs, administrators, executors, agents, legal representatives, successors, and assigns.

6.4 Any new or subsequent owner of the Subject Property, or any portion thereof

(including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise), shall be liable for all commitments and other obligations arising under this Agreement with respect to the Subject Property or any portion thereof.

ARTICLE VII

GENERAL MATTERS

7.1 Amendments. Any alteration or change to this Development Agreement shall be made only after complying with the notice and hearing provisions of the Idaho Code Section 67-6509.

7.2 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 neutral gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

7.3 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.

7.4 Notices. Any notice which a party may desire to give to another party must be in writing and may be given by personal deliver, by mailing the same by registered or certified mail, return receipt requested postage repaid, 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 hereinabove, or such other addresses 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 send by mail pursuant to the foregoing, or twenty-four (24) hours after timely deposit with a reputable overnight delivery service.

7.5 Representation by Counsel. All parties hereto have either: (i) been represented by separate legal counsel; or (ii) have had the opportunity to be so represented. Thus, in all cases, the language herein shall be construed simply and in accordance with its fair meaning and not strictly for or against a party, regardless of which party prepared or caused the preparation of this Development Agreement.

7.6 Authority of Signatory. Each of the persons executing this Development Agreement on behalf of the parties hereto warrant his or her authority to do so and to bind said represented party.

7.7 Effective Date. This Development Agreement shall be effective after delivery to each of the parties hereto of a fully executed original of this Development Agreement.

7.8 Recitals and Exhibits. All exhibits referred to herein and attached hereto and all Recitals hereto are incorporated into this Development Agreement as though restated in full herein.

IN WITNESS WHEREOF, the parties hereto have executed this Development Agreement on the date and year set forth hereinabove.

"CITY"

THE CITY OF CALDWELL

By: JAROM WAGONER, Mayor

Attest:

DEBBIE GEYER, Caldwell City Clerk

CITY OF CALDWELL INCORPORATED JAN 15 1890 CANYON COUNTY, IDAHO

STATE OF Idaho **)**

) ss.

COUNTY OF Canyon **)**

On this 7th day of March, 2022, before me the undersigned, a Notary Public in and for said State personally appeared JAROM WAGONER and DEBBIE GEYER, known or identified to me to be the Mayor and City Clerk, respectively, of the City of Caldwell, Idaho, an Idaho municipal corporation, that executed the said instrument, and acknowledged to me that such city executed the same.

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

NOTARY PUBLIC FOR IDAHO

Residence: ~~Nampa~~ Nampa, Idaho

My Commission Expires: 12/22/2022

***SEAL**

ANGELA K. POINT NOTARY PUBLIC COMMISSION NUMBER 69113 STATE OF IDAHO

"OWNER/DEVELOPER"

ITERRA HOLDINGS LLC, 1400 South St., STE A2, Saint George, UT 84790

by

_____, Manager

STATE OF Utah)

) ss.

COUNTY OF Washington)

On this 22 day of February, 2022, before me the undersigned, a Notary Public in and for said State personally appeared Brent Thompson, known or identified to me to be the owner/developer referenced herein and the person who executed the foregoing instrument.

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

*SEAL

DAVID PRISBREY
Notary Public
State Of Utah
My Commission Expires 06-07-2024
COMMISSION NO. 711714

NOTARY PUBLIC FOR State of Utah

Residence:_____

My Commission Expires:_____

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

The following describes the areas to be annexed and what zone is to be applied to each area:

C-2 (Community Commercial) Zone:

A parcel of land situate in a portion of the W 1/2 of the NE 1/4, of Section 4, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho being more particularly described as follows:

COMMENCING at the North One Quarter corner of said Section 4, thence on the north line of said Section 4, South 89° 40' 41" East, 536.37 feet, to the **POINT OF BEGINNING:**

Thence continuing on said north line, South 89° 40' 41" East, 795.83 feet, to the East One Sixteenth corner of said Section 4, (from which the Northeast corner of said Section 4 bears South 89° 41' 05" East, 1332.08 feet distance);
Thence on the east line of said W 1/2 of the NE 1/4, South 00° 15' 19" West, 659.79 feet, to a point common with the northwesterly boundary corner of Cumberland Subdivision No.4, as same is shown in Book 46, at Page 36 of Plats, Canyon County records;
Thence North 89° 44' 41" West, 1182.99 feet;
Thence South 87° 31' 56" West, 32.92 feet, to a point on the centerline of the Phyllis Canal;
Thence on said centerline, North 15° 53' 39" West, 45.22 feet;
Thence North 16° 13' 44" West, 20.18 feet;
Thence North 02° 45' 03" East, 47.51 feet to a point of curvature;
Thence 186.77 feet on the arc of a curve to the right, having a radius of 211.26 feet, a central angle of 50° 39' 17", and whose long chord bears North 28° 06' 42" East, 180.75 feet;
Thence North 53° 24' 14" East, 286.41 feet to a point of curvature;
Thence 217.00 feet on the arc of a curve to the left, having a radius of 300.69 feet, a central angle of 41° 20' 55", and whose long chord bears North 32° 43' 44" East, 212.32 feet;
Thence North 12° 03' 19" East, 42.22 feet to the **POINT OF BEGINNING**.

The above described parcel contains 15.791 acres (687,882 Ft²) more or less.

R-1 (Low Density Residential) Zone:

A parcel of land situate in a portion of the W 1/2 of the NE 1/4, of Section 4, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho being more particularly described as follows:

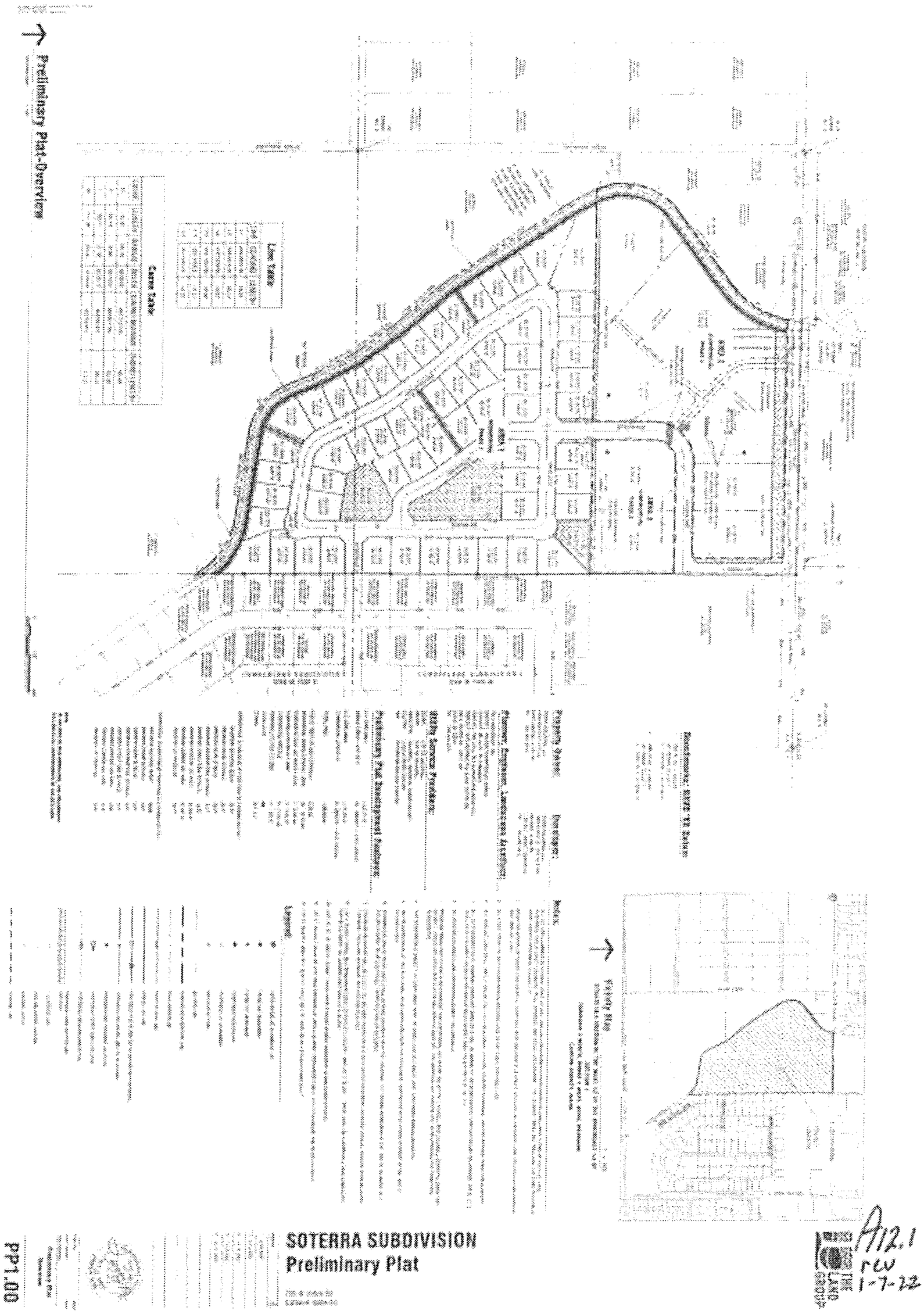
COMMENCING at the North One Quarter corner of said Section 4, thence on the north line of said Section 4, South 89° 40' 41" East, 1332.20 feet, to the East One Sixteenth corner of said Section 4 bears South 89° 41' 05" East, 1332.08 feet distance); Thence on the east line of said W 1/2 of the NE 1/4, South 00° 15' 19" West, 659.79 feet, to a point common with the northwesterly boundary corner of Cumberland Subdivision No.4, as same is shown in Book 46, at Page 36 of Plats, Canyon County records, said point being the **POINT OF BEGINNING:**

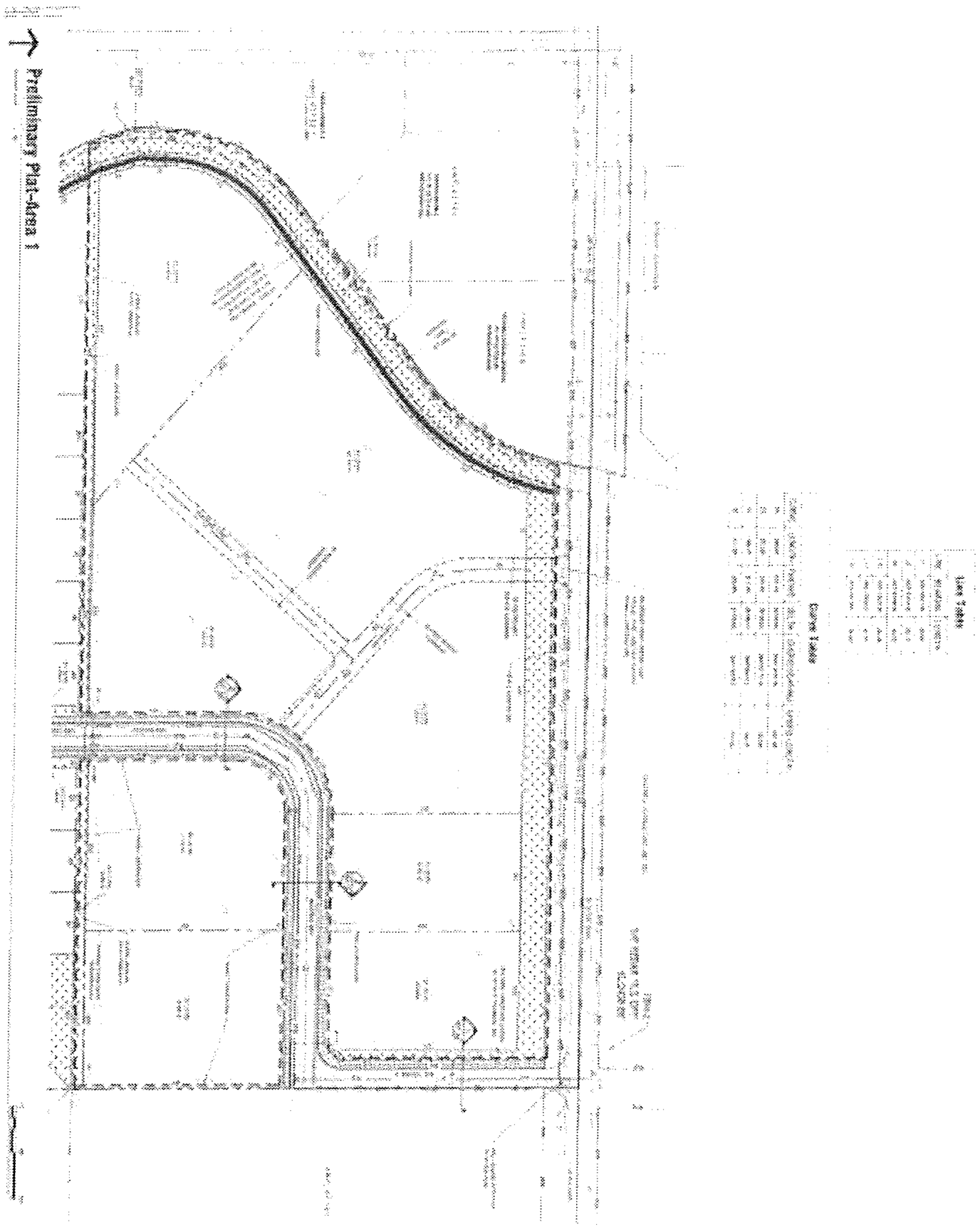
Thence continuing on said east line of said W 1/2 of the NE 1/4, South 00° 15' 19" West, 1259.62 feet, to a point on the centerline of the Phyllis Canal;
Thence on said centerline, North 35° 00' 21" West, 26.94 feet to a point of curvature;
Thence 192.62 feet on the arc of a curve to the left, having a radius of 237.43 feet, a central angle of 46° 28' 56", and whose long chord bears North 58° 14' 31" West, 187.38 feet;
Thence North 81° 28' 42" West, 275.94 feet to a point of curvature;
Thence 201.54 feet on the arc of a curve to the right, having a radius of 194.90 feet, a central angle of 59° 14' 52", and whose long chord bears North 50° 57' 17" West, 192.68 feet;
Thence North 21° 19' 55" West, 88.65 feet;
Thence North 26° 05' 48" West, 151.36 feet;
Thence North 35° 27' 09" West, 159.80 feet;
Thence North 40° 31' 00" West, 196.47 feet;
Thence North 32° 10' 39" West, 475.07 feet;
Thence North 26° 54' 14" West, 90.12 feet;
Thence leaving said centerline, North 87° 31' 56" East, 32.92 feet;
Thence, South 89° 44' 41" East, 1182.99 feet, to the **POINT OF BEGINNING**.

The above described parcel contains 22.234 acres (968,491 Ft²) more or less.

(Total combined acreage is 38 acres, more or less.)

EXHIBIT "A12.1"
PRELIMINARY PLAT

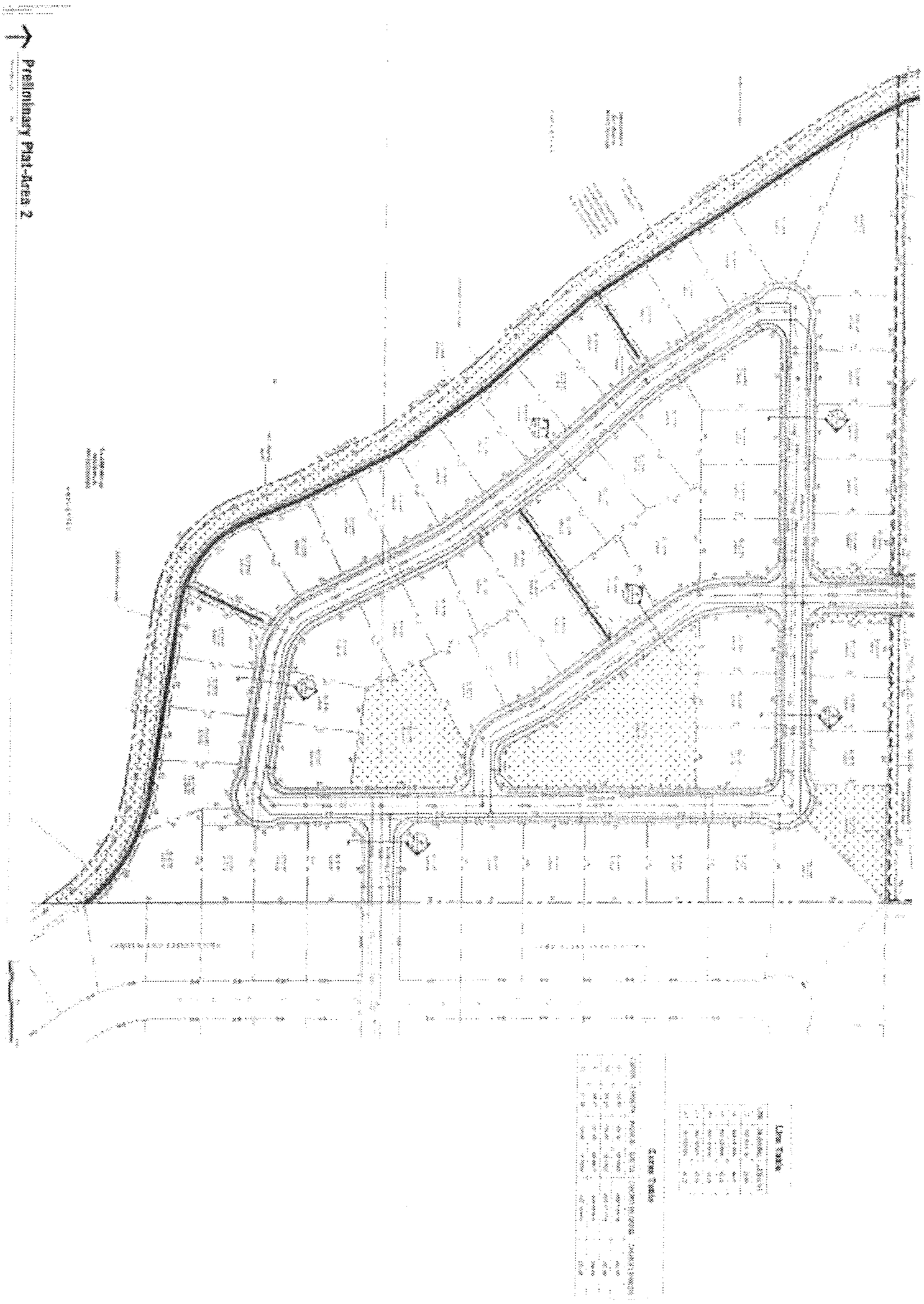


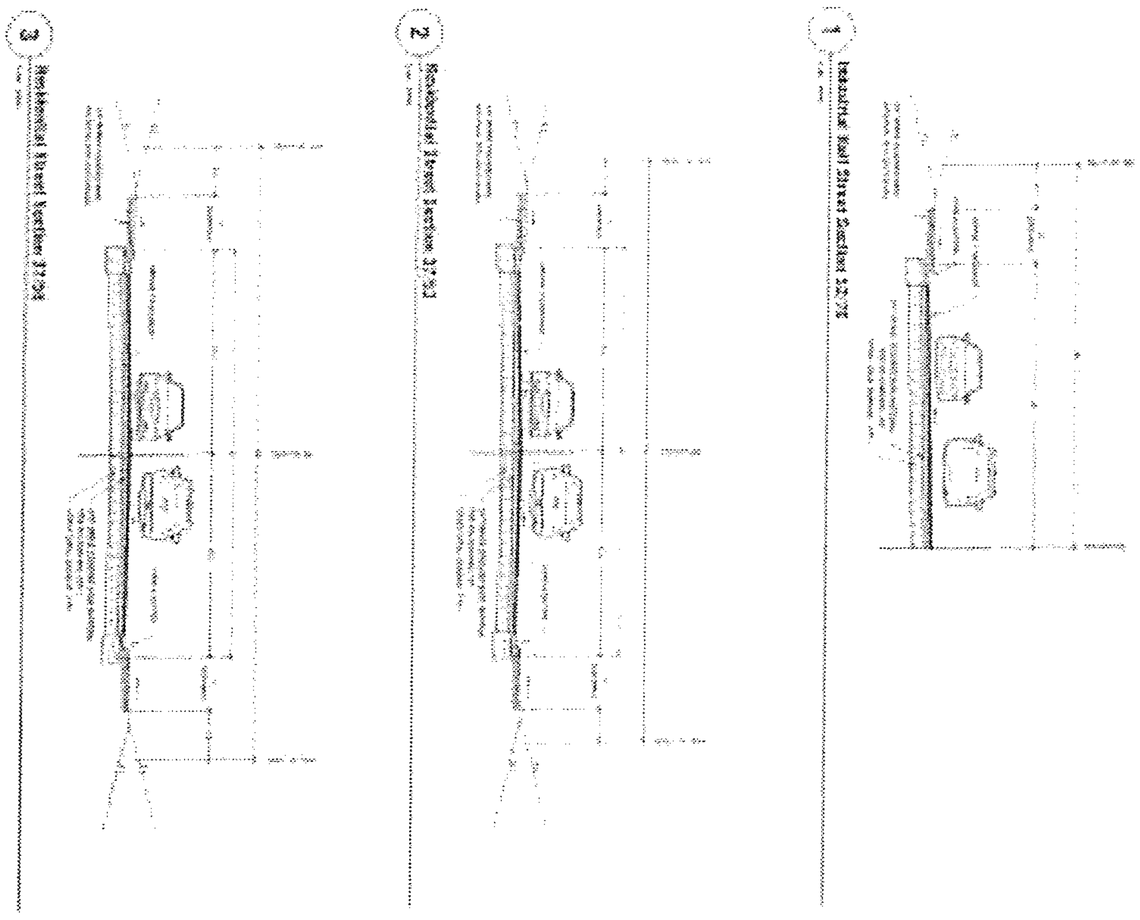


PP1.01

SOTERRA SUBDIVISION
Preliminary Plat

A12.1
rev
1-7-22


Preliminary Plat-Area 2
SOTERRA SUBDIVISION
Preliminary Plat
PP1.02
A12.1
REV
1-7-22



SOTERRA SUBDIVISION
Preliminary Plat

PP1.50

EXHIBIT A14

COMMERCIAL/RETAIL DEVELOPMENT CONCEPT PLAN rev 11-24-2021

(*note: buildings shall not be constructed across property lines when Final Platted*)

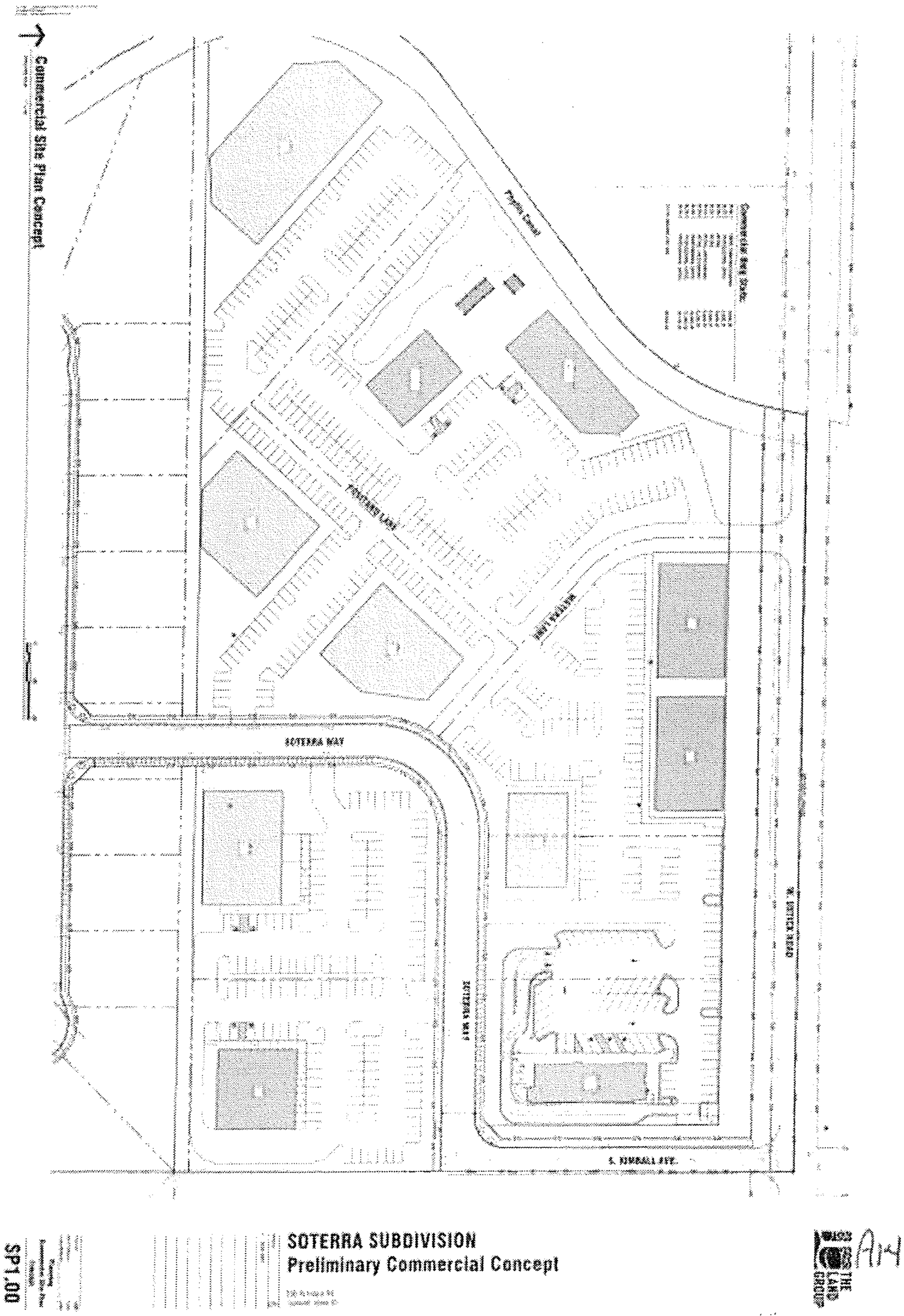
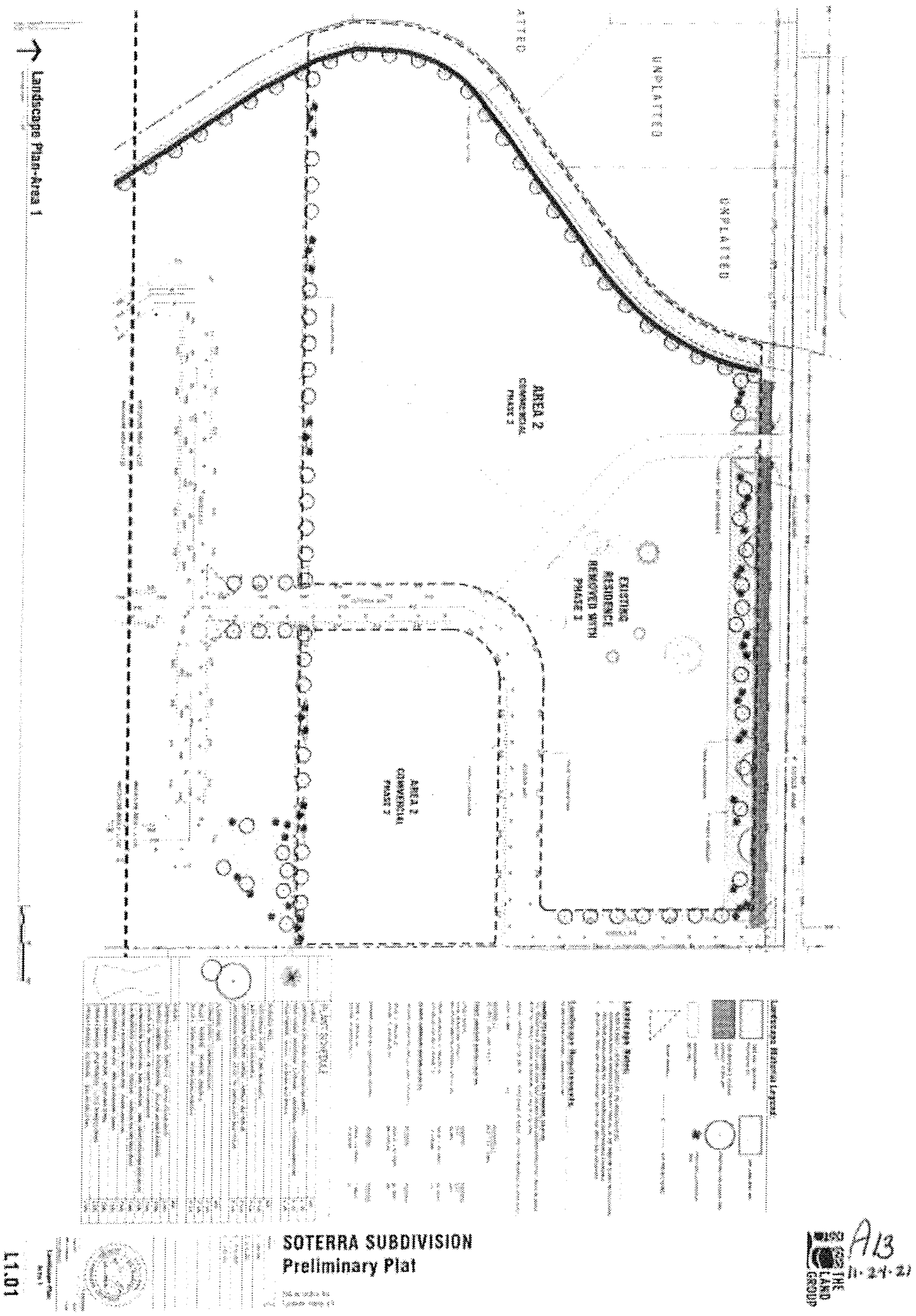
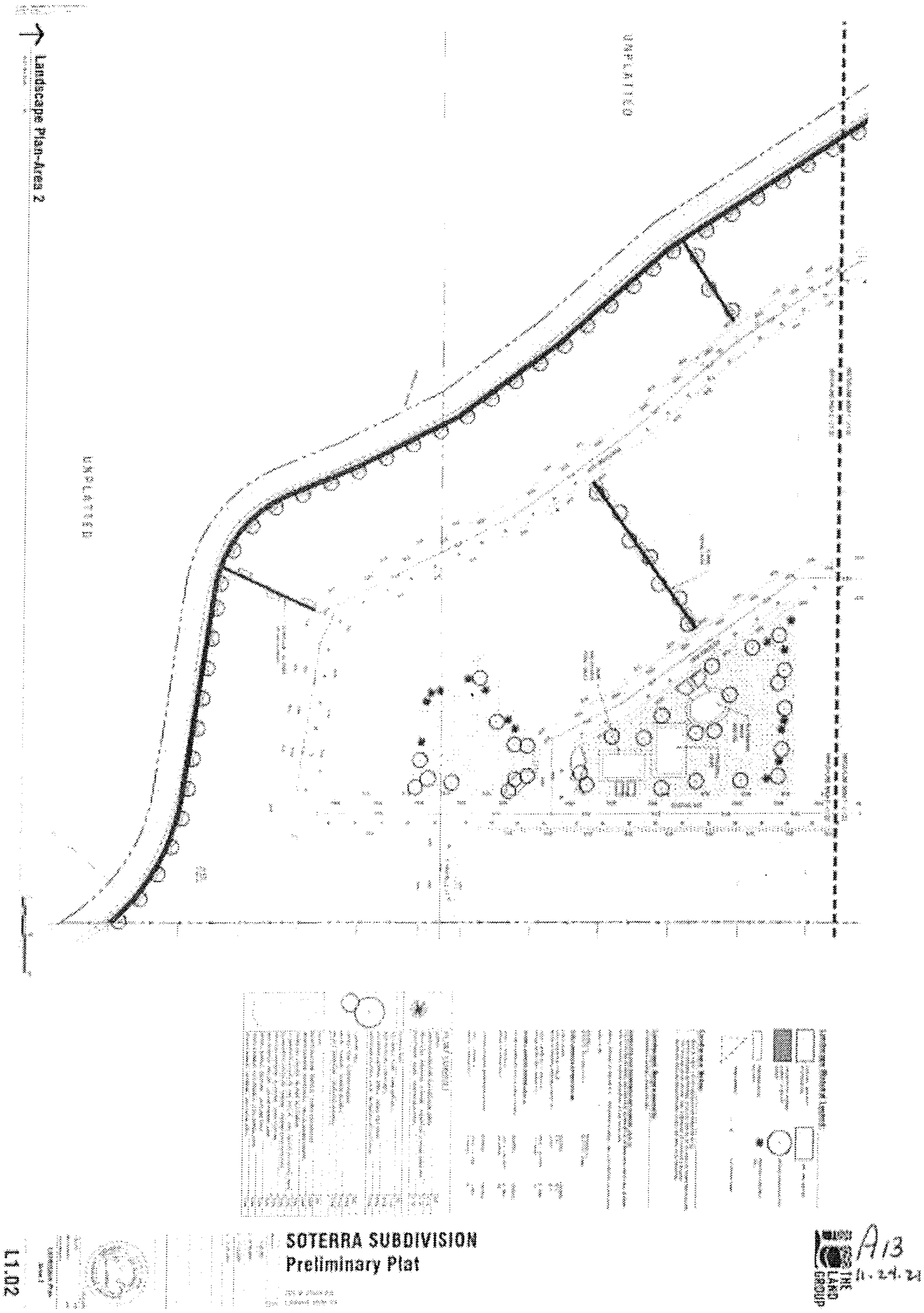
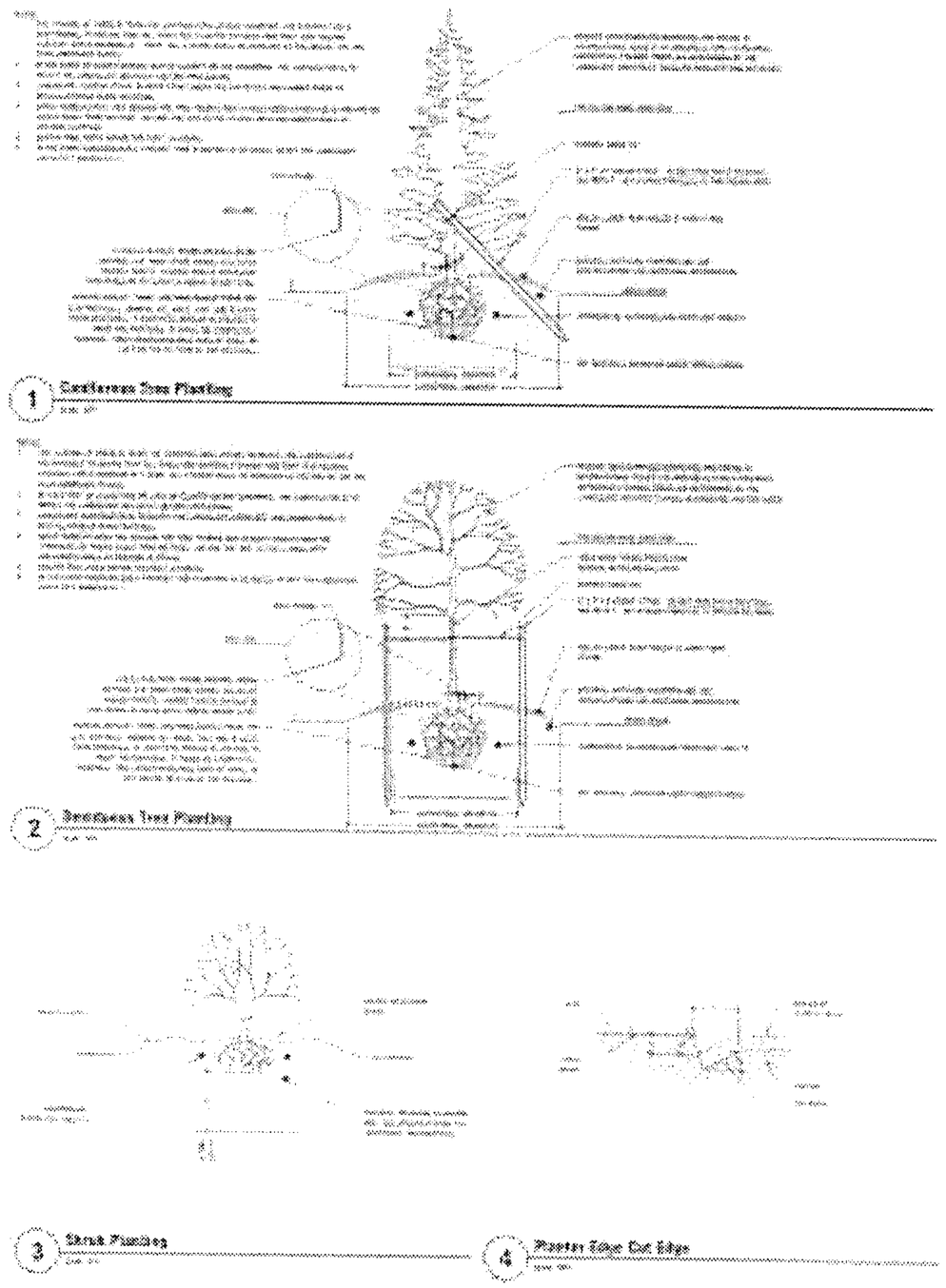


EXHIBIT "A13"
LANDSCAPE PLAN




Landscape Plan-Area 2
SOTERRA SUBDIVISION
Preliminary Plat
L1.02
A13



Landscape Notes:

Automatic Underground Irrigation Notes:

THE LAND GROUP

A13
11.24.21

SOTERRA SUBDIVISION
Preliminary Plat

L1.50

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: SOTERRA Phase 2

RE-ZONE, PRELIMINARY PLAT, AND DEVELOPMENT AGREEMENT

MODIFICATION

Date of Round Table meeting: 9/25/2025

Notice sent to neighbors on: 10/20/2025

Date & time of the neighborhood meeting: 11/6/2025, 7:00 PM

Location of the neighborhood meeting:

CALDWELL YMCA REC ROOM

Developer/Applicant:

Name: PATRICK CONNOR - ARDURRA

Address, City, State, Zip: 1144 S. SILVERSTONE WAY, #320, 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 11/6/2025

SOTERRA PH 2

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: 7:00 PM, 11/6/2025

End Time of Neighborhood Meeting: 8:45 PM 11/6/2025

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.	Sherry + Ray Marsicola	107 Appalachian St. Caldwell, ID 83607
2.	Steve + Johanna Preschen	4306 Gap Creek Ave Caldwell 83607
3.	Bruce E Davis	4413 Pinnacle PL Caldwell 83607
4.	Jeff Allen	4614 Gap Crk Ave, Caldwell, ID
5.	Brian Bartley	4618 Gap creek Ave Caldwell Id 83607
6.	Robert Burch	119 Appalachian St Caldwell 83607
7.	ISAAC JOSIFEK	1415 Alder St CALDWELL 83605
8.	Logan Brewer	4006 Preston Ave. Caldwell
9.	Taylor Keys	1054 Pine Orchard Ct.
10.	Ross Holliday	14051 Sage Hollow Dr. Dryden UT 84020
11.	Susan Kroll	4521 Pine Mountain Ave, CALDWELL 83607
12.	DAVID KROLL	4521 PINE MOUNTAIN AVE CALDWELL 83607
13.	John Hoadley	4701 Middlesboro Way Caldwell 8360[illegible]
14.	Greg + Becky Sandercock	405 Sunderland St. " " 83605
15.	Patty Soran	522 Keogh Av Caldwell 8360[illegible]
16.	Paul WEBSTER	1102 Laster St Caldwell 83607

17. Renee Carter 4406 Middlesboro Way
18. Den Carter 4406 Middlesboro Way
19. Laura Shannon 4707 Middlesboro
20.

ARDURRA

10/20/25

Re: Notice of Neighborhood Meeting | November 6, 2025 at 7:00 PM, Caldwell YMCA

Dear Neighbor:
You are invited to attend a neighborhood meeting regarding our application for re-zone, preliminary plat, and development agreement modification for 15.77 acres located at the SW corner of Ustick Rd and Soterra Way. The property is currently zoned C2 in the City of Caldwell. We are requesting a rezone of 11.06 acres to R-2, medium density residential and keeping the remaining 4.71 acres as C-2 zone. We are proposing a new preliminary plat for the 15.77 acres. Lastly, there will be an application for a modification to the existing development agreement for the Soterra project. The proposed development will have 3 commercial lots and 60 single family residential lots. During the meeting, we'll provide detailed insights into what proposed improvements are planned and any relevant timelines.

Subject Property highlighted in blue



The meeting will be held on **11/06/2025, starting at 7:00 PM at the Caldwell YMCA Rec Room** located at the northwest corner of Ustick Rd and Indiana Ave (map of the location is on the back of this letter).

I look forward to your participation and support. If you have any questions, please feel free to contact me at (208) 323-2288 or pconnor@ardurra.com.

Sincerely,

Patrick Connor
Ardurra, Land Development Project Manager

332 N Broadmore Way | Nampa, ID 83687 | P: (208) 442-6300 |

ARDURRA

Location of Neighborhood Meeting

Caldwell YMCA Rec Room, northwest corner of Ustick Rd and Indiana Ave



332 N Broadmore Way | Nampa, ID 83687 | P: (208) 442-6300 |

Account	OwnerName	InCareOf	Address	City	State	ZipCode
R25035019	JOHNSON TRAVIS		510 KISER LN	CALDWELL	ID	83607
R25035020	MENENDEZ MICHAEL		511 KEOGH LN	CALDWELL	ID	83607
R25035020A	RENN JEFFREY A		523 KEOGH LN	CALDWELL	ID	83607
R25035021	BARNETT FREDRICK		607 KEOGH LN	CALDWELL	ID	83607
R25035025	SORAN FAMILY TRUST		522 KEOGH LN	CALDWELL	ID	83607
R25035026	WONG DAVID W		510 KEOGH LN	CALDWELL	ID	83607
R25035027	HOWELL BRET J		511 W USTICK RD	CALDWELL	ID	83605
R25035029	RABURN GERALD E		608 KEOGH LN	CALDWELL	ID	83607
R25035030	MADRIGAL ANGELITA E		607 W USTICK RD	CALDWELL	ID	83607
R25035031	BAKER DAVID W		523 W USTICK RD	CALDWELL	ID	83605
R25036017	ORCHARD HEIGHTS PROPERTY OWNERS ASSOC INC	JOHN SORAN	522 KOEGH LN	CALDWELL	ID	83607
R26795	SANDOVAL HERMINIO		508 W USTICK RD	CALDWELL	ID	83605
R32581	BENNETT INDUSTRIES INC		251 E FRONT ST STE 202	BOISE	ID	83702
R32582	BENNETT FOREST INDUSTRIES INC		251 E FRONT ST STE 202	BOISE	ID	83702
R32582175	BURCH ROBERT		119 APPALACHIAN ST	CALDWELL	ID	83607
R32582176	MCLANE CHRISTINE C		113 APPALACHIAN ST	CALDWELL	ID	83607
R32582177	MARSICOLA REVOCABLE INTER VIVOS TRUST		107 APPALACHIAN ST	CALDWELL	ID	83607
R32582178	PRESCHER STEVEN C		4306 GAP CREEK AVE	CALDWELL	ID	83607
R32582179	MONTALBO TRUST		4312 GAP CREEK AVE	CALDWELL	ID	83607
R32583	LANDEX ID SOTERRA LLC		12682 S FORT ST	DRAPER	UT	84020
R32583010	IDA UTA FOUNDATION TRUST		PO BOX 3064	NAMPA	ID	83653
R32583011	LANDEX ID SOTERRA LLC		12682 S FORT ST	DRAPER	UT	84020
R32583103	TPG AG EHC SD LEN MULTI STATE 1 LLC	LENNAR HOMES OF IDAHO =	408 S EAGLE RD STE 100	EAGLE	ID	83616
R32583115	TPG AG EHC SD LEN MULTI STATE 1 LLC	LENNAR HOMES OF IDAHO =	408 S EAGLE RD STE 100	EAGLE	ID	83616
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R32583119	TPG AG EHC SD LEN MULTI STATE 1 LLC	LENNAR HOMES OF IDAHO =	408 S EAGLE RD STE 100	EAGLE	ID	83616
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R32583126	TPG AG EHC SD LEN MULTI STATE 1 LLC	LENNAR HOMES OF IDAHO =	408 S EAGLE RD STE 100	EAGLE	ID	83616
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R32584	OLSEN SCOTT RON		419 W USTICK RD	CALDWELL	ID	83605
R32584010	WISSER GLENN L		411 W USTICK RD	CALDWELL	ID	83605
R32584010A	SOUSA CORY AND JENN TRUST		4217 BEAR LN	CALDWELL	ID	83607
R32584010B	ARRIAGA CARLOS ROBERTO		401 W USTICK RD	CALDWELL	ID	83607
R35667	OSMUS ALBERT H	ESTATE OF ALBERT OSMUS =	25482 HOP RD	CALDWELL	ID	83607
R35669	COMFORT EXPERT BUILDERS INC		6224 PURPLE SAGE RD	STAR	ID	83669
R35670	DAY ISAAC		105 E USTICK RD	CALDWELL	ID	83605
R35671	RUIZ JUAN GABRIEL HUITRON		205 E USTICK RD	CALDWELL	ID	83605
R35676	CALDWELL SCHOOL DIST NO 132		1200 GRANT ST	CALDWELL	ID	83605
R35679010	SOUSA CORY AND JENN TRUST		4217 BEAR LN	CALDWELL	ID	83607
R35679109	NEWBURY OWNERS ASSOCIATION INC		1500 W BANNOCK ST	BOISE	ID	83702
R35679110	SIEWERT STANLEY		4003 PRESTON AVE	CALDWELL	ID	83605
R35679111	GOETTIG ROBERT		3919 PRESTON AVE	CALDWELL	ID	83605
R35679126	SMITH ALLEN		3912 KINGSTON AVE	CALDWELL	ID	83605
R35679127	PHILBROOK JOINT LIVING TRUST		3918 KINGSTON AVE	CALDWELL	ID	83605
R35679128	MARTIN SHERRI E		4002 KINGSTON AVE	CALDWELL	ID	83605
R35679143	SAVELL ARDEN L		3911 KINGSTON AVE	CALDWELL	ID	83605
R35679144	REYES HERNAN		3917 KINGSTON AVE	CALDWELL	ID	83605
R35679145	REA SHIRLEY MAE		4001 KINGSTON AVE	CALDWELL	ID	83605
R35679146	1996 GODFREY FAMILY TRUST		4007 KINGSTON AVE	CALDWELL	ID	83605
R35679147	BAILEY SARAH		319 SUNDERLAND ST	CALDWELL	ID	83605
R35679148	KRAMER GENE	BRIAN GENE KRAMER	6715 E DEER RIDGE RD	BOISE	ID	83716

R35679149	SANDERCOCK ARTHUR GREGORY		405 SUNDERLAND ST	CALDWELL	ID	83605
R35679150	GOLD TONIA		409 SUNDERLAND ST	CALDWELL	ID	83605
R35679151	BREWER COURTNEY K		4006 PRESTON AVE	CALDWELL	ID	83605

CANYON COUNTY LISTING -R32583 - 500 feet
September 22, 2025

PROPERTY LISTING DISCLAIMER

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.

EXHIBIT 2:

CITY DEPARTMENT COMMENTS AND CONDITIONS OF APPROVAL

Memorandum

To: Katie Wright, Planner III
Caldwell P & Z Department

From: Steven Pendleton, Land Development Manager
Hallie Hart, City Engineer

Re: DEV26-000001, SPP26-000001, ZON26-000001 (Soterra No 2 Amendment)

Date: April 3, 2026

The Engineering Department provides the following comments on a request by the applicant, Ardurra, on behalf of Land Ex Soterra LLC, is requesting approval of a development agreement modification, a rezone, and approval of a preliminary plat modification for Soterra Subdivision No 2. The applicant proposes to rezone 11.38 acres of the site from C-2 to R-2 to accommodate 51 single family lots. The remaining 4.39 acres would remain as Community Commercial. The entire phase 2 site is designated as Community Commercial within the Future Land Use Map, which is compatible with both R2 and C-2 zoning. The 15.77 acre site (R3258300000 and R3258301100) is located on the southwest corner of the intersection between E. Ustick Rd. and S. Kimball Ave, in Caldwell, Idaho.

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 CMID requirements);

    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. The proportionate share of frontage improvements along classified roadways adjacent to the preliminary plat shall be completed prior to the signature of the final plat for each phase development regardless of the location of the phase being developed or bonding. To be determined at the time of civil construction drawing approval.

3. Easements for public utilities outside of the public right-of-way 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

4. 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.

5. All utilities on and within the boundaries of the subdivision shall be located and/or relocated underground.

6. All public 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.

7. Construction of facilities to be dedicated and/or within public right-of-way shall be performed by an appropriately licensed Idaho public works contractor and shall be inspected by and constructed to City of Caldwell specifications.

8. 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.

9. 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.

10. The engineer of record shall be held responsible to ensure that improvements are in compliance with said engineer's design. Following the construction of the 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.

11. 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 roadway. The applicant shall dedicate as public right-of-way a minimum forty-eight (48) foot half width right-of-way (from centerline) along the entire Ustick Road alignment (per City Standard R-810A).

2. Applicant shall provide necessary right-of-way on Ustick Road to construct an eastbound right-hand turn lane at the intersection of Kimball Avenue. Per standard drawing R-810F

3. Kimball Avenue is classified as a Collector roadway. The applicant shall dedicate as public right-of-way a minimum thirty-five (35) foot half width right-of-way (from centerline) along the entire Kimball Avenue alignment (per City Standard R-810C).

4. All interior local streets classified as residential shall be dedicated to the City. The applicant shall dedicate as public right-of-way a minimum fifty-three (53) foot full width right-of-way (per City Standard R-810 E).

5. Applicant shall dedicate to the City of Caldwell any required right-of-way along all classified roadways within 30 days of written request from the City of Caldwell.

6. A note shall be placed on the Final Plat indicating that all rights-of-way are to be dedicated to the public.

7. *All right-of-way details and street exhibits provided as part of the preliminary plat that do not meet current City code standards are not approved as part of the preliminary plat entitlements process. This shall be determined at the time of civil construction drawing review.*

Street

1. Full frontage half street improvements shall be completed to all classified roads adjacent to the proposed project including (Ustick Rd. and Kimball Ave.) in accordance with all City of Caldwell standards and specifications improvements shall include (but are not limited to) curb, gutter, sidewalk, asphalt, streetlights, joint trench, spare communication conduit along classified roadways, storm drainage facilities, etc.

2. The proportionate share of frontage improvements along classified roadways adjacent to the preliminary plat shall be completed prior to the signature of the final plat for each phase development regardless of the location of the phase being developed or bonding. To be determined at the time of civil construction drawing approval.

3. All interior circulation routes proposed within this development shall be a minimum of 26' in width measured from face of curb to face of curb.

4. All private internal circulation routes shall fully comply with City of Caldwell standards and be approved by the Caldwell Fire Marshall.

5. Applicant shall construct westbound left-hand turn lanes on Ustick Rd. at the intersection of Kimball Ave. and the West entrance to the site.

6. Applicant is responsible for 25% of the widening of the bridge structure and surface improvements at the crossing of the Phyllis Canal in the alignment of Ustick Rd. located in the N.W. corner of the site.

7. No lot/building shall have direct access to/from Ustick Rd or Kimball Ave.

8. 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 Rd or Kimball Ave.

8. Applicant shall gain plan approval from Highway District No. 4 (HD#4) for improvement along HD#4 owned and operated roadways.

    a. Any improvements that may be waived by the City Engineer shall also be approved to be waived by HD#4 Engineer.

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.

All accesses proposed within this preliminary plat shall meet City Of Caldwell and Highway District 4 spacing requirements. Any deviations proposed within this development shall be reviewed and approved on a case by case basis to be determined by the governing agency at time of plan review.

Any proposed traffic mitigation as proposed adjacent to the site by the traffic impact study shall be evaluated for required improvements or access by the governing agency at the time of plan review.

Water

City of Caldwell Public Works Department has reviewed the recently adopted Caldwell Water Facility Plan System and determined that certain shortfalls exist in water pressure zone 2 south of Interstate 84, zones 3 and 4. While these shortfalls are being remediated, the Engineering Dept. doesn't contest the approval of the Preliminary Plat and the construction of onsite infrastructure, but ***reserves the right to hold any phase of final plat and associated building permits*** *until adequate water is obtained within the affected zone. The Applicant is encouraged to work closely with the Engineering Department to determine potential construction timing and impacts.*

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. Each phase of development shall have a redundant/secondary supply of domestic water.

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 Plan.

    a. An 18" Water line is required in the alignment of Ustick Rd. adjacent to this site in compliance with the Water Master Plan. Applicant shall upsize the existing 12" water in accordance with the Master Plan or provide monies in-lieu of construction to be determined by the City Engineer at the time of civil plan submittal.

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 location of sewer service, including sizing of mains, providing of easements, frontage construction, and offsite construction are to be decided during review of improvement plans.

3. This development will be required to install a 12" trunk line in Ustick Rd. specified within the most current version of the sewer master plan that reside within the limits of this preliminary plat.

4. 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.

5. Each buildable lot shall be supplied with a sewer service. If buildings are constructed to include individual units that could feasibly or will be sold separately, each unit shall be serviced separately

6. 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 spaced 12' apart 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.

7. 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 governing 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. Applicant shall pipe the pump station delivery ditch from the source point (head gate) to the pump station. Pump station overflow shall be piped from the pump station to the point of discharge into an irrigation facility/canal/drain/etc. maintained by an irrigation district.

9. Upon Applicants connection to or use of the existing irrigation pump station, should they choose to do so and CMID deems it appropriate to connect to, the applicant shall:
    a) Supply the City of Caldwell with a water model of the whole pressurized irrigation system including the piped overflow showing the system design meets all Caldwell Municipal Irrigation District standards.
    b) Applicant shall complete all upgrades to the system as required by CMID. Said upgrades will be determined during plan review"

10. 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 Home/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.

Plat

1. Prior to approval of the final plat, subdivision facilities must be completed or an appropriate construction security provided. There may be temporary restrictions to the obtaining of building permits, even with acceptable construction security, depending on fire protection, emergency

service requirements, and City approval of the sanitary sewer system. A 20% temporary restriction to obtaining of building permits will be enforced until all facility construction has been completed, inspected and certified by the Applicants engineer including all punch list items.

2. A note shall be added to the final plat stating that no lot shall have direct access to/from W. Ustick Rd. or S. Kimball Ave.

3. Upon recordation of the plat, the Engineering Department is to be provided with a PDF copy of the recorded final plat and 3 full paper sets.

4. An electronic (dwg.) copy of the Final Plat suitable for mapping and addressing purposes will be required with Final Plat application submittal.

Date 3/9/2026

Caldwell City – Planning and Zoning
Re: Case Number: SPP26-000001 Soterra No. 2

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

Station 12 724 E Ustick Rd. Caldwell,

National Standards for Travel Time (90% of time) for first arriving unit:	4 minutes
Nearest Fire Station:	0.6 Miles
Closest fire station (in miles) to site:	0.6 Miles
Approximate response time to site:	1 Min.
Will this development have other significant impacts on the ability to provide services?	X Yes ☐ No
Will this development necessitate additional fire resources and/or equipment beyond current levels? *If yes, please explain under "Adverse Impact Comments, Recommendations, and Fiscal Impact".* • *Ongoing population increases will directly affect service levels until CFD can enhance and expand its operational capabilities.*	X Yes ☐ No

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. 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)
4. 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)
5. 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)

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. Approved secondary access roads shall be provided per section D106 of the 2018 IFC.

11. An automatic fire sprinkler system installed per NFPA 13 may be required.

12. Fire hydrants serving building FDC's shall be located not more than 150'away

13. A phasing plan shall be included in documentation to city at time of submittal in accordance with infrastructure 2018 IFC.

14. 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.

15. **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.

16. **SECTION D104 COMMERCIAL AND INDUSTRIAL DEVELOPMENTS D104.1** Buildings exceeding three stories or 30 feet in height. Buildings or facilities exceeding 30 feet (9144 mm) or three stories in height shall have not fewer than two means of fire apparatus access for each structure.

17. D104.2 Buildings exceeding 62,000 square feet in area. Buildings or facilities having a gross building area of more than 62,000 square feet (5760 m2) shall be provided with two separate and approved fire apparatus access roads.

    a. Exception: Projects having a gross building area of up to 124,000 square feet (11 520 m2) that have a single approved fire apparatus access road where all buildings are equipped throughout with approved automatic sprinkler systems.

18. D104.3 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses.

19. D105.1 Where required. Where the vertical distance between the grade plane and the highest roof surface exceeds 30 feet (9144 mm), approved aerial fire apparatus access roads shall be provided. For purposes of this section, the highest roof surface shall be determined by measurement to the eave of a pitched roof, the intersection of the roof to the exterior wall, or the top of parapet walls, whichever is greater.

20. D105.2 Width. Aerial fire apparatus access roads shall have a minimum unobstructed width of 26 ft. (7925 mm), exclusive of shoulders, in the immediate vicinity of the building or portion thereof.

21. D105.3 Proximity to building. One or more of the required access routes meeting this condition shall be located not less than 15 feet (4572 mm) and not greater than 30 feet (9144 mm) from the building, and shall be positioned parallel to one entire side of the building. The side of the building on which the aerial fire apparatus access road is positioned shall be approved by the fire code official.

22. 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.

23. 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

24. An eKnox lock box, shall be installed on the outside of the building by the main entrance and 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

25. Emergency Responder Radio Coverage: New buildings shall have approved radio coverage for emergency responders within the building based on the existing coverage levels of the public safety communication systems utilized by the jurisdiction, measured at the exterior of the building. This section shall not require improvement of the existing public safety communication systems. 510.

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: Katie Wright, Planner III
Caldwell P & Z Department

From: Trevor Farris, GIS Technician
Dave Marston, Mapping Superintendent

Re: DEV26-000001, SPP26-000001, ZON26-000001 – Soterra No 2 Amendment

Date: March 24, 2026.

The Mapping Department provides the following comments on a request by Ardurra, on behalf of Land Ex Soterra LLC, is requesting approval of a development agreement modification, a rezone, and approval of a preliminary plat modification for Soterra Subdivision No 2. The applicant proposes to rezone 11.38 acres of the site from C-2 to R-2 to accommodate 51 single family lots. The remaining 4.39 acres would remain as Community Commercial. The entire phase 2 site is designated as Community Commercial within the Future Land Use Map, which is compatible with both R2 and C-2 zoning. The 15.77 acre site (R3258300000 and R3258301100) is located on the southwest corner of the intersection between E. Ustick Rd. and S. Kimball Ave, in Caldwell, Idaho.

Address Number

1. Please contact the Mapping Department prior to permitting for addressing.

Street Names

1. Emberstone Ln & Thunderwood Ln need to carry the street type as “St”.

Lots & Blocks

1. Approved.

Subdivision / Development Name

1. Approved.

Other comments:

1. Any changes to street names, lots, blocks, or phase lines shall be approved by the Mapping Department prior to construction drawing approval for the phase where changes are intended.

TO: CALDWELL POLICE DEPARTMENT AND FIRE DEPARTMENT

FROM: CALDWELL PLANNING AND ZONING

DATE: 3/6/2026

DUE DATE: **3/23/2026**

REQUEST FOR INFORMATION

The Planning and Zoning Division is requesting additional information be provided for each land use case as requested by the Mayor and City Council.

SUBJECT: **Soterra Phase 2 Amendment**

REQUEST SUMMARY: The applicant, Ardurra, on behalf of Land Ex Soterra LLC, is requesting approval of a development agreement modification, a rezone, and approval of a preliminary plat modification for Soterra Subdivision No 2. The applicant proposes to rezone 11.38 acres of the site from C-2 to R-2 to accommodate 51 single family lots. The remaining 4.39 acres would remain as Community Commercial. The entire phase 2 site is designated as Community Commercial within the Future Land Use Map, which is compatible with both R2 and C-2 zoning. The 15.77 acre site (R3258300000 and R3258301100) is located on the southwest corner of the intersection between E. Ustick Rd. and S. Kimball Ave, in Caldwell, Idaho.

Population Impact:

# of new residential units:	51
Projected population created by development: ***(# of SF units X 3) and (# of MF units X 2)***	153
Proposed commercial acreage:	4.39

POLICE DEPARTMENT ANALYSIS AND SERVICE IMPACT:

CPD projects future service needs based on demand, risk, community expectations, response performances, population, density, and development type.

Development Analysis and Impacts:

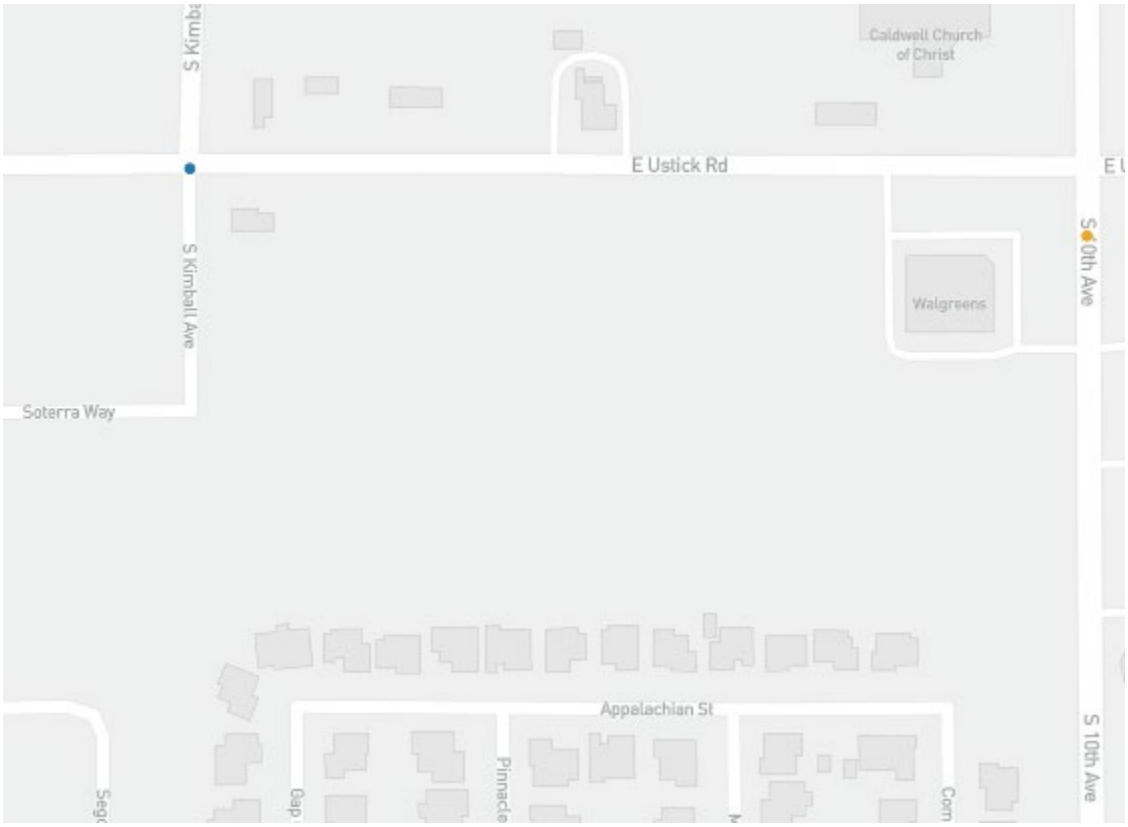
Demand for Service in this area (Total calls for service YTD)	Nearby adjacent reporting districts have an average of 411.25 calls for service each year to date. The nearby RD's (3D, 3E, 3G, 3H) have a combined total of 1645 reactive CFS from January 1st to May 6th, 2026.
Call types within this area	**Top 20 Reactive Calls for Service in the Area**
Workload saturation in area (%)	Reporting districts 3D, 3E, 3G, 3H account for 1,645 (year to date) reactive CFS compared to a total of 8,900 total YTD. These RD's account for 18.48% of all reactive CFS YTD.
Will this development have other significant impacts on the ability to provide services?	☐ Yes ☒ No

Nature	#	%
Welfare Check	39	6.55%
Follow Up	35	5.88%
Suspicious	27	4.54%
AC Animal at Large	27	4.54%
Citizen Assistance	24	4.03%
Agency Assistance	20	3.36%
Animal Control Barking Dog	18	3.03%
Noise Complaint	17	2.86%
911 Cell Open Line	16	2.69%
Threatening	15	2.52%
Attempt to Locate	15	2.52%
Juvenile Problem	15	2.52%
Disturbance	14	2.35%
911 Disconnected Cell	14	2.35%
Abandoned Vehicle	14	2.35%
PD Accident	13	2.18%
Alarm-Commercial	11	1.85%
Reckless Driver	11	1.85%
VIN Inspection	10	1.68%
Civil Problem	9	1.51%

Will this development necessitate additional police resources and/or equipment beyond current levels? *If yes, please explain under "Adverse Impact Comments, Recommendations, and Fiscal Impact".*	☒ Yes ☐ No

Traffic Crash Data for Area:

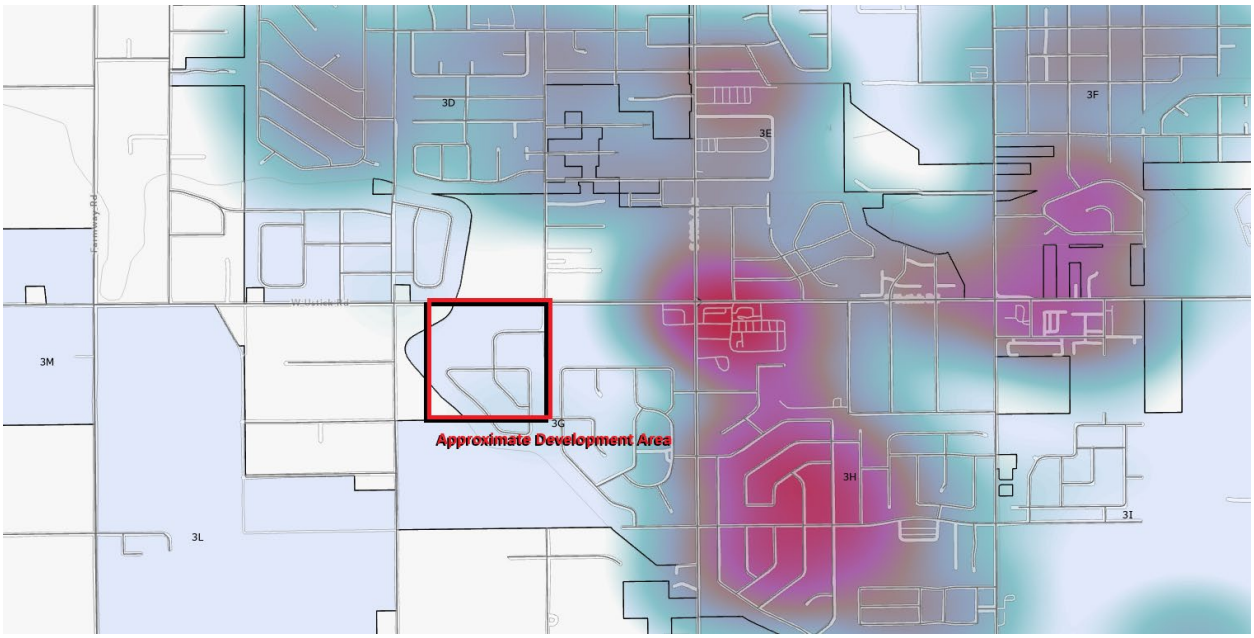
Provide comments below for crash data in area surrounding development.



I was only able to find two crashes year to date in the area, the blue dot is a property damage only, and orange (on 10th and Ustick) had reported minor physical damage. See attached crash study for more information.

Hot Spot Mapping (if applicable):

Please attach a map of hot spots and provide comments here to explain such attached mapping.



In the localized area that is for this development (approximately) sees very little reactive calls for service as is. The darker areas represent more instances of reactive calls for service, in this instance directly to the east off Ustick is the nearby Walgreens.

Adverse Impact Comments, Recommendations and Fiscal Impact:

Provide any comments below on the adverse impact this will or could have on the police department facilities, services or staffing, and any proposed recommendations for additional needs and fiscal impact.

Currently, Caldwell has a 1.21 officers to 1000 citizens ratio, well below the national average (in 2019) of 2.4 officers to 1000 citizens. To accommodate the additional 153 citizens, would necessitate an increase of sworn officers by an additional 0.18 officers, less than one to maintain the 1.21 officers to 1000 citizens ratio.

FIRE DEPARTMENT ANALYSIS AND SERVICE IMPACT:

CFD projects future service needs based on population, population density, response times, service demand, and development types.

Emergency Response Time Analysis and Service Impact:

The Caldwell Fire Department has benchmark standards for the organization and deployment of fire suppression operations, emergency medical operations, and special operations to the public. This standard provides for a travel time of 4:00 minutes, 90% of the time to reach emergency incidents within their jurisdiction with the first arriving unit.

Standards for Travel Time (90% of time) for first arriving unit:	4 minutes
Closest fire station (in miles) to site:	
Approximate response time to site:	
Will this development have other significant impacts on the ability to provide services?	☐ Yes ☐ No
Will this development necessitate additional fire resources and/or equipment beyond current levels? *If yes, please explain under "Adverse Impact Comments, Recommendations, and Fiscal Impact".*	☐ Yes ☐ No

Adverse Impact Comments, Recommendations and Fiscal Impact:

Provide any comments below on the adverse impact this will or could have on fire department facilities, services or staffing, and any proposed recommendations for additional needs and fiscal impact.

CRASH SUMMARY REPORT

Soterra 2 Crash Study

Created on May 6, 2026
Created by Marlon Leslie
Data extents: January 1, 2026 to May 6, 2026

Applied Filters

Shape: Polygon



K A B C O

© Mapbox © OpenStreetMap

Total Crashes	2	Fatal Crashes	0

ITD Crash Summary		Crash
Intersection Related	2	100.00%
Total Crashes	2	100.00%
+ 11 more	0	0%

Date & Time (Year)		Crash
2026	2	100.00%
+ 18 more	0	0%

Crash Severity (# of Crashes)		Crash
(B) Suspected Minor/Visible Injury	1	50.00%
(O) Property Damage Report	1	50.00%
+ 3 more	0	0%

Injury Name		Person
No Apparent Injury	7	77.78%
Suspected Minor Injury	2	22.22%
+ 4 more	0	0%

Intersection Related		Crash
Yes	2	100.00%
No	0	0.00%

Date & Time (Day of Week)		Crash
Friday	2	100.00%
+ 6 more	0	0%

County		Crash
Canyon	2	100.00%
+ 43 more	0	0%

Operator Action		Unit
Going Straight	3	60.00%
Stopped in Traffic	2	40.00%
+ 54 more	0	0%

Unit Type		Unit
Pickup	3	60.00%
SUV/Crossover	2	40.00%
+ 28 more	0	0%

Urban / Rural		Crash
Urban	2	100.00%
Rural	0	0.00%

Contributing Circumstances (All)		Crash
None	2	100.00%
Failed to Yield	1	50.00%
+ 39 more	0	0%

Most Harmful Event		Crash
Angle	1	50.00%
Rear-End	1	50.00%
+ 62 more	0	0%

EXHIBIT 3:
COPY OF AGENCY NOTIFICATION LETTER SENT, LIST OF AGENCIES NOTIFIED, AND AGENCY COMMENTS

OUTSIDE AGENCY WRITTEN TESTIMONY

Outside Agency Response Deadlines: **3/23/2026**

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

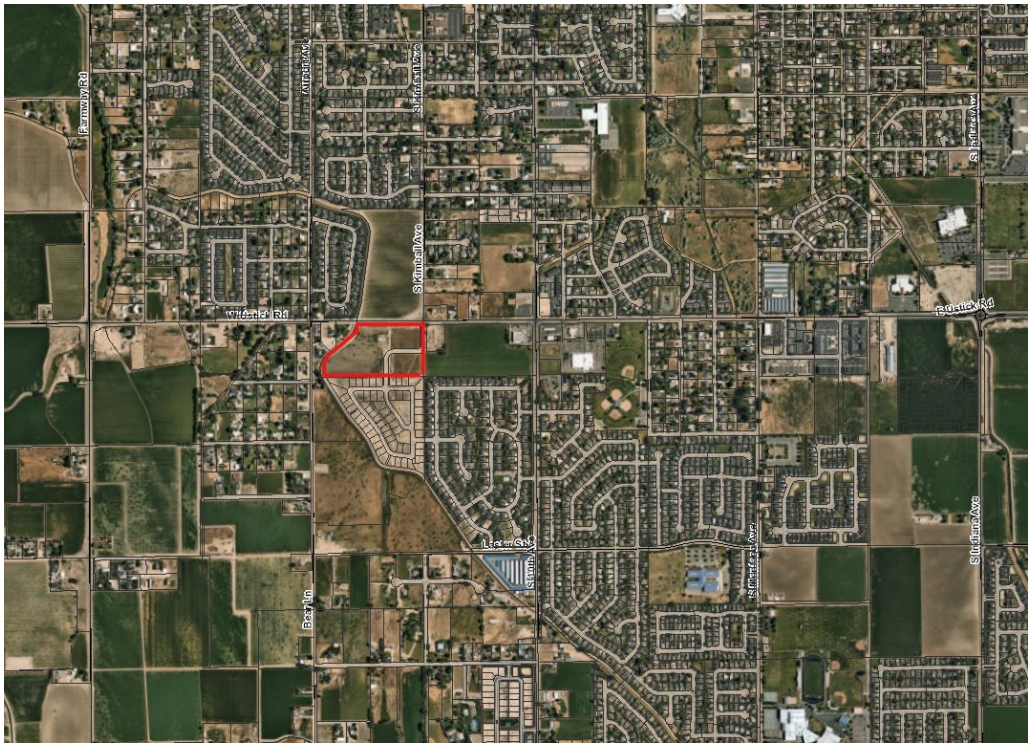
PUBLIC AGENCY NOTIFICATION – RESPONSE REQUESTED

Transmittal Date:	3/6/2026		
1ST HEARING DATE:	4/14/2026	**HEARING BODY:**	Hearing Examiner
2nd HEARING DATE:	5/18/2026	**HEARING BODY:**	City Council
Application Case No(s):	DEV26-000001, SPP26-000001, ZON26-000001		
Project Name:	Soterra No 2 Amendment		
Site Address:	0 W. Ustick Rd		
Site Parcel ID:	R3258300000, R3258301100		
Site Location:	On the southwest corner of E. Ustick Rd. and S. Kimball Ave.		
Applicant:	Patrick Commor, Ardurra 1144 S. Silverstone Way, Suite 320, Meridian, ID 83642 214-564-2812, pconnor@ardurra.com		
Property Owner:	Land Ex Soterra LLC 12682 S Fort St., Draper, UT, 84020		
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, Ardurra, on behalf of Land Ex Soterra LLC, is requesting approval of a development agreement modification, a rezone, and approval of a preliminary plat modification for Soterra Subdivision No 2. The applicant proposes to rezone 11.38 acres of the site from C-2 to R-2 to accommodate 51 single family lots. The remaining 4.39 acres would remain as Community Commercial. The entire phase 2 site is designated as Community Commercial within the Future Land Use Map, which is compatible with both R2 and C-2 zoning. The 15.77 acre site (R3258300000 and R3258301100) is located on the southwest corner of the intersection between E. Ustick Rd. and S. Kimball Ave, in Caldwell, Idaho.



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: Katie Wright, Planner III at kwright@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

Katie Wright

From: D3 Development Services <D3Development.Services@itd.idaho.gov>
Sent: Monday, March 16, 2026 1:32 PM
To: Katie Wright
Subject: RE: Request for Agency Comments - Soterra No 2 Amendment

Hello,

After careful review of the transmittal submitted to ITD on March 6, 2026, regarding, Soterra No.2, the Department has no comments or concerns to make at this time. 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: Friday, March 6, 2026 4:15 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>; Black Canyon Irrigation District <developmentreview@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>; Brian Courtright <bcourtright@republicservices.com>; Brown Bus Company (brent.carpenter@brownbuscompany.com) <brent.carpenter@brownbuscompany.com>; Bureau of Land Management (jsullivan@blm.org) <jsullivan@blm.org>; Bureau of Land Management 2 (jcartwright@blm.org) <jcartwright@blm.org>; Bureau of Reclamation <bor-sha-msforealty@usbr.gov>; Cache Olson <colson@cityofcaldwell.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>; 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 Dept of Water Recources <file@idwr.idaho.gov>; 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>; Nampa Highway District #1 (eddy@nampahighway1.com) <eddy@nampahighway1.com>;

Katie Wright

From: Morgan Bessaw
Sent: Monday, March 9, 2026 8:16 AM
To: Katie Wright
Subject: FW: Request for Agency Comments - Soterra No 2 Amendment

COMMUNITY DEVELOPMENT
Morgan Bessaw
Deputy Director
205 S. 6th Ave. •
www.cityofcaldwell.org • 2084554594

From: Eddy Thiel <eddy@nampahighway1.com>
Sent: Monday, March 9, 2026 7:34 AM
To: Morgan Bessaw <mbessaw@cityofcaldwell.org>
Subject: RE: Request for Agency Comments - Soterra No 2 Amendment

Good Morning Morgan,

Nampa Highway District #1 has no comment.

Thank you,

Eddy

Eddy Thiel
ROW
eddy*@nampahighway1.com*
4507 12th Ave. Rd. • Nampa, id 83686
TEL 208.467.6576 • FAX 208.467.9916

From: Morgan Bessaw <mbessaw@cityofcaldwell.org>
Sent: Friday, March 6, 2026 4:15 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>; Black Canyon Irrigation District

EXHIBIT 4:

PUBLIC COMMENTS

June 04, 2026

Regarding: Case Number DEV26-000001, SEP26-000001, ZON26-000001

Soterra Development

Honorable Caldwell City Council Members

My name is Patty Soran and we live at:

Address 522 Keogh Lane , Caldwell Idaho

We live in Orchard Heights subdivision which is the first subdivision to the West of the proposed Soterra site.

I realize that everyone comments about the traffic and the current state of congestion we have all noticed. Ustick Road has significantly more traffic and now that the roundabout is finally completed, it has increased even more with cars and truck traffic.

One of my major concerns relates to the traffic flow and the volume of traffic, especially along Ustick and Kimball.

I understand that Kimball is listed as a collector road and Ustick is the main corridor however with the addition of homes from phase 1 and 2 of Soterra and potential commercial buildings from both Soterra and Ambrosia there are several logistic concerns.

According to the traffic study for just the proposed 51 single family homes from the 2nd phase of Soterra it will equate to approximately 500 trips onto Ustick.

This does not include the traffic that will also be added to the corner of Ustick and Kimball from Soterra phase 1, as well as the volume of traffic from the homes that currently border/flow into Ustick and the proposed subdivisions that will now drop into Ustick. This includes homes from the West as well as Verbena Ranch as well as numerous others.

Cars that will be going south on Kimball will have to travel across the East/West cars traveling non stop along Ustick to either go across to the commercial zone or towards town.

This puts the traffic heading south from Kimball in a dangerous space as they must now navigate traffic from 3 directions to cross either to turn East/West or cross into the commercial /residential areas of Soterra.

*I would like to ask that you request the developers to provide resources to either place a Stop light or make the cross streets of Kimball and Ustick a 4 way stop. This will help alleviate accidents that will occur in this corner. I have already witnessed numerous misses from someone driving south on Kimball, get tired of waiting for cross traffic and race to turn.

A stop Light will make it easier to advance into the commercial spaces to shop.

* During the Planning and Zoning presentation the developer stated that they had reached out to several commercial entities, and they had been turned down but did not indicate why they declined to build at this location.

I am curious as to who was spoken to and what was their concern with not moving their business into this location.

Was it because 4 acres of commercial is too small and they would consider moving into this space if the commercial was larger?

Would we be better served if the 2 proposed commercial spaces of Soterra and Ambrosia be merged into 1 larger plat to provide more options.?

Or the proposed Soterra drop the number of homes and add more commercial. It was initially slated to be 15 acres and has slowly been dropped over the years with very small spaces now proposed.

I am also concerned with the small lot size and the volume of homes, and the lack of match up to the current homes that surround the proposed site.

The current homes to the south/East in Cumberland have lot sizes that are approximately 8000 square feet and larger and the homes are larger.

Newbery subdivision is similar in size and value to Cumberland.

Our subdivision directly to the West is made up of 31homes all on 1 to 2 acres.

I understand wanting smaller homes and lots as buffer area to the commercial space however the lot sizes do not match the current subdivisions .

I feel that the lot sizes should be increased to match more closely and the home sizes increase as well.

Thank you for your consideration

Patty and John Soran

EXHIBIT 5:

MINUTES OF THE HEARING EXAMINER HEARING

HEARING EXAMINER
MEETING MINUTES
Tuesday, May 12th, 2026 @ 1:30 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 1:30 p.m.

REVIEW OF PROCEEDINGS (OPENING STATEMENT) – Ms. Sabrina Durtschi outlined the procedures for the public hearing.

MEMBERS PRESENT: Angelica Gomez (Administrative Assistant); Katie Wright (Planner III); Hallie Hart (City Engineer)

CONSENT CALENDAR: Approve the April 14th, 2026, Hearing Examiner Meeting Minutes.

OLD BUSINESS:

1. **ACTION ITEM: Public Hearing Quasi-Judicial: Case Number DEV26-000001, SPP26-000001, ZON26-000001:** The applicant, Ardurra, on behalf of Land Ex Soterra LLC, is requesting approval of a development agreement modification, a rezone, and approval of a preliminary plat modification for Soterra Subdivision No 2. The applicant proposes to rezone 11.36 acres of the site from C-2 to R-2 to accommodate 51 single family lots. The remaining 4.41 acres would remain as Community Commercial. The entire phase 2 site is designated as Community Commercial within the Future Land Use Map, which is compatible with both R2 and C-2 zoning. The 15.77 acre site (R3258300000 and R3258301100) is located on the southwest corner of the intersection between E. Ustick Rd. and S. Kimball Ave, in Caldwell, Idaho. This application was continued from April 14th, 2026, Hearing Examiner Meeting.

   JD Lyle (Applicant) 332 N Broadmore Ave, Nampa, signed in favor of the application and gave a brief overview of the project by use of a PowerPoint presentation.

   In response to the Hearing Examiner's question, Mr. Lyle stated:

   - The previous application requested 9 acres of commercial with the townhome product.
   - They were attached single family to be sold as six plex units
   - The developer can answer questions about neighborhood meeting attendance.

   Katie Wright (Planner III) 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, Ms. Wright stated:

   - There were comments in the City Council minutes that addressed how important the commercial is.
   - There is a condition in the development agreement that states the whole top portion be used for commercial.

   Public Hearing Testimony was opened:

   - Ross Holiday (Property Owner) signed in favor, 134 W. 13100 S. Suite 200, Draper UT, stated the neighborhood meeting was well attended at the YMCA. He also stated that he was not a part of the original application in 2022.

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In response to the Hearing Examiner's question Ms. Wright stated in the 20/40 Comprehensive Plan this area was shown as business. In 2024 they requested for it to be medium density residential. Did not have the new Comp Plan adopted at the time of the second submittal.

Mr. Holiday stated if they had waited the additional three months when the new comp plan was adopted then the project would've fallen in those perimeters well and most likely would have been approved.

- Paul McLane, signed in opposition, 113 Appalachian St, stated his concerns are of added density and reduced commercial. He believes it should be more commercial based.

Ross Holiday (Property Owner) 134 W. 13100 S. Suite 200, Draper UT, in the rebuttal stated:

- There is a desire to have commercial but not a desire for intense large parking lot type of commercial.
- The commercial is for all of Caldwell but more specifically for the area in the 3–5-mile radius.
- Not all commercial is equal, not all locations are equal.
- Have to look at the specifics of the site and make the right decision for a given site.
- This site supports small scale commercial.
- Have community support at a very high level for restaurants, medical supporting needs, and daycare.
- This is a great place for those needs.

JD Lyle (Applicant) 332 N Broadmore Ave, Nampa, in the rebuttal stated:

- Trying to put something in there that works for their group as well as the community.
- The commercial that is being proposed is intentional and beneficial for the community.
- They were not required to update the TIS with this application.
- Trying to be intentional with the project

In response to the Hearing Examiner's questions Mr. Holiday stated that half of the lots of phase 1 have been built.

In response to the Hearing Examiner's question Mr. Lyle stated he will let Mr. Holiday's answer stand on the commercial.

FINDINGS OF FACT AND CONCLUSSIONS OF LAW FOR CASE NUMBER SPP26-000001, ZON26-000001: 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 NUMBER SPP26-000001, ZON26-000001: Based on the Findings of Fact and Conclusions of Law, the Caldwell Hearing Examiner hereby orders that Case Numbers PUD25-000004, SPP25-000013, is recommended for approval by City Council, subject to the conditions of approval listed in the staff report.

Ms. Durtschi closed the public hearing testimony at 2:25 pm.

NEW BUSINESS:

1. **Action Item: Public Hearing for Case Number SPP25-000008, ZON25-000004:** The applicant, The Land Architect LLC, on behalf of Patriots Landing LLC, is requesting a rezone of parcels R0266001100, R0266001000, and R02660010A0 from R-1 to R-2. Additionally, the applicant is requesting approval of a

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preliminary plat for Patriot's Landing Subdivision, a residential subdivision with 12 buildable lots, which will include eleven (11) duplex structures and one (1) detached single family residential unit. The 3.28 acre site is identified as Neighborhood 2 in the Future Land use Map and is located on the Northeast side of Interstate-84, approximately 1,800 feet from the Franklin St. exit. **This application is being continued until Tuesday, May 26, 2026.**

ADJOURNMENT

The Hearing Examiner adjourned the meeting at approximately 2:25 pm.

The next meeting for the Hearing Examiner will be on Tuesday, May 26th, 2025, 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.

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EXHIBIT 6:

DRAFT DEVELOPMENT AGREEMENT ADDENDUM

March 7, 2022
Soterra Subdivision Development Agreement
(ANN21-000004 / SUB-21P-01)
AMENDED: June 15, 2026
(DEV26-000001/SPP26-000001/ZON26-000001)

After Recording
Return to:
~~Jerome Mapp,~~ Director
Caldwell Planning and Zoning Dept.
~~621 Cleveland Blvd~~ **205 S. 6th Avenue**
Caldwell, Idaho 83605

For Recording Purposes, Do
Not Write Above This Line

RESTATED DEVELOPMENT AGREEMENT
Soterra Subdivision

This Development Agreement was Modified and entered into this __ of _____, 2026, by and between the City of Caldwell, a municipal corporation in the State of Idaho by and through its Mayor ("Caldwell"), and Landex ID Soterra LLC. ("Owner").

~~This~~ **WHEREAS, the original** Development Agreement ~~is~~ **was** made and entered into this 7th day of March, 2022, by and between the CITY OF CALDWELL, an Idaho municipal corporation of 411 Blaine Street, Caldwell, Idaho 83605 ("City" or "Caldwell"), and ITERRA HOLDINGS LLC, 1400 South St., STE A2, Saint George, UT 84790 ("Owner/Developer").

WHEREAS, Owner is the owner of record of certain real property (the "Subject Property") located in the City of Caldwell and , more particularly described as follows:

See Exhibit "A", a legal description, attached hereto and incorporated herein by this reference.

WHEREAS, the Subject Property (R32583 containing approx. 38 acres) was the subject of an Application for Annexation and Subdivision submitted by Owner/Developer, identified as Application Number ANN21-000004/SUB-21P-01; and

WHEREAS, Soterra Subdivision is subject of applications for a Rezone, Development Agreement Modification, and Preliminary Plat Modification (DEV26-000001/SPP26-000001/ZON26-000001), to change Phases 2 and 3 of the previously approved preliminary plat (SUB-21P-01); and

WHEREAS, 22.2 acres more or less of the Subject Property is located within the City of Caldwell with a zoning designation of R-1 (Low Density Residential) zoning; and

WHEREAS, 11.36 acres more or less of the Subject Property is located within the City of Caldwell with a zoning designation of R-2 (Medium Density Residential) zoning; and

WHEREAS, ~~15.8~~ **4.4** acres more or less of the Subject Property is located within the City of Caldwell with a zoning designation of C-2 (Community Commercial)zoning; and

WHEREAS, it is the intent of this Development Agreement to protect the rights of Owner's/Developer's use

and enjoyment of the Subject Property, while at the same time limiting any adverse impacts resulting from the zoning of this property upon neighboring properties and the community, and ensuring that any future development of the Subject Property is in a manner consistent with Caldwell's Comprehensive Plan and City Code; and

WHEREAS, Caldwell and Owner/Developer desire to set forth herein limitations and/or conditions upon the use and future development of the Subject Property;

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;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, Owner/Developer and Caldwell agree as follows:

ARTICLE I

LEGAL AUTHORITY

Caldwell has previously adopted an ordinance to annex and designate zoning for the Subject Property. The Owner/Developer has requested annexation and to develop the Subject Property as a subject to the terms and conditions of this Development Agreement. This Development Agreement shall be signed to meet the conditions of approval for the annexation and preliminary plat requirements as approved in the order of decision signed March 7, 2022 in connection with ANN21-000004 and SUB-21P-01 **and the order of decision signed _____ __, 2026 in connection with DEV26-000001/SPP26-000001/ZON26-000001**.

ARTICLE II

CONDITIONS OF THE ANNEXATION AND DEVELOPMENT

The Subject Property shall be utilized in the fashion and according to the terms set forth in the development application for ANN21-000004**/** ~~and~~ SUB-21P-01, **and DEV26-000001/SPP26-000001/ZON26-000001** to include the following conditions:

1. All future development applications for the Subject Property must meet all requirements of the Caldwell City Code in effect at the time of application.

2. If the City of Caldwell has established a design review process at the time of submittal of development application(s) for the Subject Property, the Owner/Developer will be required to go through the design review process.

3. In the event the Subject Property's legal description is discovered to be in error, the Developer and/or Owner will be responsible for assuming the measures necessary to provide the City with an accurate legal description of the Subject Property.

4. Development of the subject property shall be consistent with all requirements, codes, rules, and regulations policies and standards of the City of Caldwell, unless specifically stated otherwise in the development agreement.

5. The development, design, and construction of the Soterra Subdivision shall be in substantial compliance with the submitted preliminary plat and conceptual ~~site~~ **landscape** plan (See Exhibit**(s) D, E, and F** ~~A12.1 and A14~~) attached hereto of Case File **DEV26-000001/SPP26-000001/ZON26-000001** ~~ANN21-000004/SUB-21P-01~~ or as amended to reflect requirements by City Engineering Department (~~PA-3~~ **Exhibits G and H** included herein or as amended). Any substantial deviations, as determined by the Planning & Zoning Director, from said Case File Exhibit, shall require City Council approval, through a public hearing.

6. The commercial lots identified within the Soterra Subdivision preliminary plat shall be developed with commercial service/retail businesses. Residential uses including multi-family development shall not be permitted within the "C2" (Community Commercial) zoned area (~~15~~ 4.40 acres more or less) of this development. Preservation of the arterial corridors for business uses is consistent with the comprehensive plan and necessary for the future growth and development of the city.

7. Installation and construction of all items shown including major and micro pathways, fencing, and open space amenities on the submitted landscaping plan shall be in substantial compliance with the submitted Exhibit A-13 (or as amended to meet requirements of code for required preliminary plat revisions) of Case File ANN21-000004/SUB-21P-01 and shall be completed prior to the City Engineer's signature on the final plat.

8. Install a minimum 10' ~~15~~-foot wide street landscape buffer along the Kimball Road road frontage. The buffer shall comply with city landscape requirements §10-07-08 or as amended.

9. Install a minimum 25-foot wide street landscape buffer along the Ustick Road road frontage. The buffer shall comply with city landscape requirements §10-07-08 or as amended.

10. The developer shall install the major pathway aside the Phyllis Canal easement from Ustick Road to the southern boundary of the development during the first phase of construction and shall be completed prior to the City Engineer signing the Final Plat.

11. A note shall be placed on the Final Plat indicating that all rights-of-way are to be dedicated to the public.

12. Comply with the requirements of all applicable agencies, including but not limited to Pioneer Irrigation District, Bureau of Reclamation, City of Caldwell Engineering Department, City of Caldwell Fire Department, and Canyon Highway District No. 4.

13. 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 first final plat.

14. All requirements from the Fire Department for access, turnarounds, emergency access, water supply, fire hydrants, etc. shall be met in the development and/or platting of the subject property. 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.

15. The applicant shall post and maintain a "Rules and Regulations" sign at the entryways to the residential subdivision until it is fully developed. The signs would be intended for subcontractors performing work and should include: 1) no dogs; 2) no loud music; 3) no alcohol or drugs; 4) no abusive language; 5) dispose of personal trash and site debris; 6) clean up any mud and/or dirt that is deposited from the construction parcel onto streets; 7) installation of a temporary construction fence that would keep debris from being blown off site by the wind; 8) no burning of construction or other debris on the Property.

16. The developer proposes to develop this subdivision in three phases with the phasing plan as indicated on page 1 of Exhibit D attached hereto.

17. Preliminary plat approval is valid for twenty-four (24) months from the date of signature on the approving order of decision, meaning a final plat application must be submitted within twenty-four (24) months of the date of signature on the approving order of decision for the preliminary plat.

18. In the event the approved phasing plan needs to be modified by adding additional phases or increasing or decreasing the number of buildable lots within a phase, a modified phasing plan shall be submitted to the

planning and zoning department for administrative approval. In no case shall the total number of buildable lots approved in the preliminary plat be increased.

19. The developer to provide an area for future bus stop at Kimball and Ustick Roads with dimensional specifications directed from the Valley Regional Transit to be installed at the time that The Valley Regional Transit extends the bus line to this area.

20. The applicant shall complete the Ustick Road frontage improvements during the first phase of development of the commercial lots to include sidewalks and landscaping, to encourage commercial development and any other part of the frontage improvements that are required by engineering and according to the engineering staff report.

21. The developer shall ensure that construction vehicles take access for construction of the subdivision from Ustick Road. Construction access shall not route through the existing residential development, Cumberland Subdivision.

22. The residences within Soterra Subdivision, adjoining the subdivision (Cumberland Subdivision) along the eastern boundary of the project site shall be restricted to one-story (with lofts) for the eleven (11) residential lots that abut the subdivision to the east.

23. The development of the Subject Property shall comply with the requirements of the City Engineering Department as listed in **Exhibit G** to PUD21-000003/SUB21-000011 **and Exhibit H to DEV26-000001/SPP26-000001/ZON26-000001.** The City Engineer has the discretion to reduce or eliminate certain requirements stated in **Exhibit G &H** ~~Exhibit PA-3~~ that he finds pertinent to the request.

24. In the event that any provisions of this agreement are more or less strict than the City Code or other law or regulations in place at the time of development, the more stringent requirements shall apply.

25. The above Development Agreement conditions are in addition to all other regulations provided for in the zoning district.

INSERT COUNCIL MODIFICATIONS/APPROVED CONDITIONS

ARTICLE III

AFFIDAVIT OF SUBJECT PROPERTY OWNERS

An affidavit of the Owners of the Subject Property agreeing to submit the Property to this Development Agreement and to the provisions set forth in Idaho Code Section 67-6511A is incorporated herein by reference.

ARTICLE IV
DEFAULT

4.1 In the event Owner/Developer fails to comply with the commitments set forth herein, within thirty (30) days of written notice of such failure from Caldwell, Caldwell 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.

4.2 If required to proceed in a court of law or equity to enforce any provision of this Development Agreement, the prevailing party 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 attorneys' fees and court costs as the Court shall determine.

ARTICLE V

UNENFORCEABLE PROVISIONS

If any term, provision, commitment, or restriction of this Development 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 terminate and the zoning of the property shall revert to the city of Caldwell's original land designations as set forth in the master plan, unless the portion of this Development Agreement found to be invalid or unenforceable is re-negotiated in good faith between the parties (or other appropriate party or successor) as an amendment to the Development processed in accordance with the notice and hearing provisions of Idaho Code Section 67-6509.

ARTICLE VI

ASSIGNMENT AND TRANSFER

6.1 After its execution, the Development Agreement shall be recorded in the office of the County Recorder at the expense of the Owner/Developer.

6.2 Each commitment and the restriction on the development shall be a burden on the Subject Property, shall be appurtenant to and for the benefit of the Subject Property, adjacent property, and other residential property near the Subject Property, and shall run with the land.

6.3 This Development Agreement shall be binding on the Owner/Developer, and their respective heirs, administrators, executors, agents, legal representatives, successors, and assigns.

6.4 Any new or subsequent owner of the Subject Property, or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise), shall be liable for all commitments and other obligations arising under this Agreement with respect to the Subject Property or any portion thereof.

ARTICLE VII

GENERAL MATTERS

7.1 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.

7.2 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.

7.3 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.

7.4 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.

7.5 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.

7.6 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.

7.7 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.

7.8 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.

7.9 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, including attorney fees and costs associated with the enforcement of the agreement.

7.10 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.

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 JAROM WAGONER, 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: _____

OWNER(S):

By: _____
Landex ID Soterra LLC.

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: _____

INDEX OF EXHIBITS

A - Legal Description
B - Parcel Map
C - Affidavit of Owner
D - Concept Plans and Elevations
E - Concept Landscape Plan (Applicable to Phase 1)
F – Concept Landscape Plan (Applicable to Phase 2 and 3)
G - Engineering Conditions (02-15-2022)
H – Engineering Conditions (04-03-2026)
I - Fire Conditions
J - Mapping Conditions

Exhibit A
Legal Description of Property

This space reserved for insertion of documents after City Council final approval

Exhibit B
Parcel Map

This space reserved for insertion of documents after City Council final approval

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: _____
Landex ID Soterra LLC

SUBSCRIBED AND SWORN to before me this _____day of _____, 20_____.

Notary Public
Residing at _____, Idaho
My Commission expires _____

Exhibit D
Concept Plans and Elevations

This space reserved for insertion of documents after City Council final approval

Exhibit E
Concept Landscape Plan (applicable for Phase 1)

This space reserved for insertion of documents after City Council final approval

Exhibit F
Concept Landscape Plan (applicable for Phase 2-3)

This space reserved for insertion of documents after City Council final approval

This space reserved for insertion of documents after City Council final approval

This space reserved for insertion of documents after City Council final approval

Exhibit I
Fire Conditions

This space reserved for insertion of documents after City Council final approval

Exhibit J
Mapping Conditions

This space reserved for insertion of documents after City Council final approval

EXHIBIT 7:

ORDINANCE AND SUMMARY

BILL NO. 2
ORDINANCE NO. 3736

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-2 (COMMUNITY COMMERCIAL) ZONE TO THE R-2 (COMMUNITY 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. ZON26-000001 (SOTERRA SUBDIVISION PHASE 2) at a public hearing held this 15th day of June, 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 R3258300000 from ZONE C-2 (COMMUNITY COMMERCIAL) to R-2 (COMMUNITY RESIDENTIAL).

A parcel(s) 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(s) 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.

PASSED BY THE COUNCIL OF THE CITY OF CALDWELL, IDAHO, this 15th day of June, 2026.

APPROVED BY THE MAYOR OF THE CITY OF CALDWELL, IDAHO, this 15th day of June, 2026.

_____
Mayor Eric Phillips

ATTEST:

_____
City Clerk

EXHIBIT A: LEGAL DESCRIPTION

ARDURRA

Project No: 230186
Date: December 17, 2025

RESIDENTIAL R-2 ZONING
BOUNDARY DESCRIPTION

A parcel of land located in a portion of Government Lot 2 of Section 4, Township 3 North, Range 3 West, Boise Meridian, City of Caldwell, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the northwest corner of said Government Lot 2, being the north 1/4 corner of said Section 4; thence, along the north boundary of said Government Lot 2,

A. S.89°40'48"E., 1332.30 feet to a 5/8 inch rebar marking the east 1/16 corner common to Sections 4 and 33; thence along the east boundary of said Government Lot 2,

B. S.00°15'20"W., 331.50 feet to the **POINT OF BEGINNING,** from which a 5/8 inch rebar on the north right-of-way of Soterra Way bears S.89°41'05"E., a distance of 55.02 feet.; thence continuing along said east boundary,

1. S.00°15'20"W., 328.29 feet to a found 5/8 inch rebar on the north boundary of Soterra Subdivision Phase 1 as recorded in the official records of Canyon County, Idaho; thence along said north boundary crossing the right-of-way of Soterra Way,
2. N.89°44'41"W., 1162.72 feet to a found 5/8 inch rebar; thence continuing along said north boundary,
3. S.88°34'11"W., 53.17 feet to the centerline of the Phyllis Canal and the beginning of a non-tangent curve, from which a found 5/8 inch rebar witness corner bears N.88°34'11"E., a distance of 14.00 feet; thence along the centerline of the Phyllis Canal the following courses:
4. Northerly along said curve to the right having a radius of 215.09 feet, an arc length of 152.31 feet, through a central angle of 40°34'21", of which the long chord bears N.01°01'17"W., 149.15 feet; thence non-tangent from said curve:
5. N.26°33'40"E., 89.93 feet to the beginning of a non-tangent curve; thence,
6. Northeasterly along said curve to the right having a radius of 293.17 feet, an arc length of 102.44 feet, through a central angle of 20°01'11", of which the long chord bears N.44°01'50"E., 101.92 feet; thence non-tangent from said curve,
7. N.54°05'21"E., 215.27 feet to the beginning of a non-tangent curve; thence,
8. Northeasterly along said curve to the left having a radius of 300.69 feet, an arc length of 72.64 feet, through a central angle of 13°50'28", of which the long chord bears N.50°20'25"E., 72.46 feet; thence leaving said canal centerline,
9. S.89°40'48"E., 454.73 feet; thence,
10. S.00°19'12"W., 20.00 feet; thence,
11. S.89°40'48"E., 149.50 feet; thence,
12. S.76°44'11"E., 35.72 feet; thence,
13. S.00°19'12"W., 118.02 feet to the north right-of-way of Soterra Way; thence along said north right-of-way,
14. S.89°41'05"E., 240.58 feet to the POINT OF BEGINNING.

CONTAINING: 11.357 Acres

PROFESSIONAL LAND SURVEYOR
LICENSED
13765
12/18/25
STATE OF IDAHO
ROB O'MALLEY

EXHIBIT B: MAP EXHIBIT

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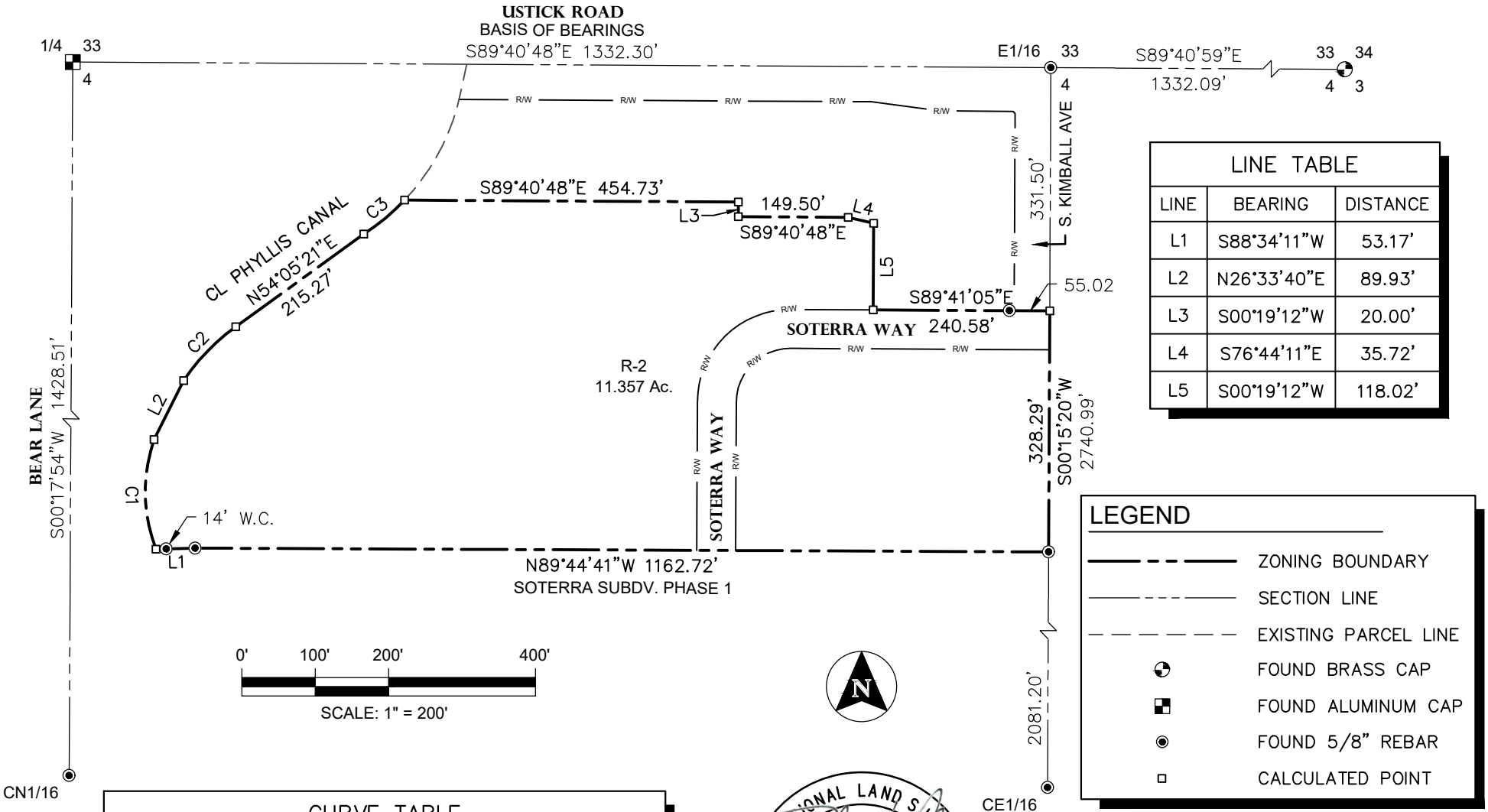
EXHIBIT SKETCH - RESIDENTIAL R-2 ZONING BOUNDARY

LOCATED IN A PORTION OF GOVERNMENT LOT 2 OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CITY OF CALDWELL, CANYON COUNTY, IDAHO
2025



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S88°34'11"W	53.17'
L2	N26°33'40"E	89.93'
L3	S00°19'12"W	20.00'
L4	S76°44'11"E	35.72'
L5	S00°19'12"W	118.02'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	215.09'	152.31'	40°34'21"	N1°01'17"W	149.15'
C2	293.17'	102.44'	20°01'11"	N44°01'50"E	101.92'
C3	300.69'	72.64'	13°50'28"	N50°20'25"E	72.46'

LEGEND

- ZONING BOUNDARY
- SECTION LINE
- EXISTING PARCEL LINE
- FOUND BRASS CAP
- FOUND ALUMINUM CAP
- FOUND 5/8" REBAR
- CALCULATED POINT

PROFESSIONAL LAND SURVEYOR
LICENSED
13765
12/18/25
STATE OF IDAHO
ROB O'MALLEY

ARDURRA
332 N. BROADMORE WAY
NAMPA, IDAHO 83687
208-442-6300 | WWW.ARDURRA.COM

230186-V-XB_Zoning R2.dwg
December 2025

ORDINANCES OF THE CITY OF CALDWELL
NOTICE OF ADOPTION AND SUMMARY OF
ORDINANCE NO. 3736
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-2 (COMMUNITY COMMERCIAL) ZONE TO THE R-2 (COMMUNITY 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. 3736, provided for the rezone of:

A parcel of land located in a portion of Government Lot 2 of Section 4, T3N, R3W, BM, City of Caldwell, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the NW corner of said Government Lot 2, being the N ¼ corner of said Section 4; thence S89°40'48"E, 1332.30 feet along the north boundary of said Government Lot 2 to the East 1/16 corner common to Sections 4 and 33; thence S00°15'20"W, 331.50 feet along the east boundary of said Government Lot 2 to the **POINT OF BEGINNING**; thence continuing S00°15'20"W, 328.29 feet along said east boundary to a point on the north boundary of Soterra Subdivision Phase 1, Book 58 of Plats, Page 27, records of Canyon County, Idaho; thence N89°44'41"W, 1162.72 feet along said north boundary crossing the right-of-way of Soterra Way; thence S88°34'11”W, 53.17 feet continuing along said north boundary to the centerline of the Phyllis Canal and the beginning of a non-tangent curve; thence along the centerline of the Phyllis Canal the following courses: Northerly 152.31 feet along said curve to the right having a radius of 215.09 feet, a central angle of 40°34'21", and a long chord bearing N01°01'17"W, 149.15 feet; thence non-tangent from said curve, N26°33'40"E, 89.93 feet to the beginning of a non-tangent curve; thence Northeasterly 102.44 feet along said curve to the right having a radius of 293.17 feet, a central angle of 20°01'11", and a long chord bearing N44°01'50"E, 101.92 feet; thence non-tangent from said curve, N54°05’21”E, 215.27 feet to the beginning of a non-tangent curve; thence Northeasterly of 72.64 feet along said curve to the left having a radius of 300.69 feet, a central angle of 13°50'28", and a long chord bearing N50°20'25"E, 72.46 feet; thence leaving said canal centerline, S89°40'48"E, 454.73 feet; thence S00°19'12"W, 20.00 feet; thence S89°40'48"E, 149.50 feet; thence S76°44'11"E, 35.72 feet; thence S00°19'12"W, 118.02 feet to the north right-of-way of Soterra Way; thence S89°41'05"E, 240.58 feet along said north right-of-way to the **POINT OF BEGINNING**. Contains 11.357 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. 3736 was passed by the Council and approved by the Mayor on the 15th day of June, 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 15th day of June, 2025, for publication on the 23rd day of June, 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. 3736 and provides adequate notice to the public as to the contents of such ordinance.

DATED this 15th day of June, 2026.

Oscar Klaas, Attorney for City of Caldwell

Memorandum

To:

City Council

Meeting Date:

July 6, 2026

Item Name:

Approve Resolution authorizing the transfer of $1,785,094.53 from the Roadway Trust Fund to the Street Fund for street right-of-way projects in progress for FY2026

Summary Statement:

Recommended Action:

Budget:

Cost:
GL Account:
Timeline:
Department:
Project Manager:

Attachments:

1. Council Memo_FY26 Roadway Trust fund movement
2. Resolution _RoadWayTrustTrasnfer_FY26
3. Rodway Trust Fund Transfer_Detail_FY26_

MEMORANDUM

TO: Caldwell City Council

Meeting Date July 7th **, 20** 26

AGENDA ITEM INFORMATION

SUBJECT:

Authorize Finance to move funds from the Roadway Trust Fund to the Street Department for completion of public ROW projects that are in progress for FY2026.

COST IMPACT: 1,785,094.53

FUNDING SOURCE: Roadway Trust Fund/Streets

TIMELINE: FY2026

FINANCE REVIEW: ☑ ***BUDGETED:*** ☑ ***NOT BUDGETED:*** ☐

Department Submittals	*X to mark*	*Initials*
Building Department		
CDBG		
Clerk		
City Attorney		
Finance Department	x	RN/RC
Human Resources		
Planning & Zoning		
Fire Department		
Police Department		
Public Works	x	HH
Street Department		
Water Department		
WWTP		
Engineering		
Mapping		
Parks and Recreation		
Airport		
Information Systems		
Golf Course		
OTHER:		

SUMMARY STATEMENT:

The Roadway Trust Fund was created to hold funds for developers for the purpose of completion of construction of public right of way projects. The contributions received are for future improvements that are not feasible at that point in time.

Currently, the City is no longer collecting this fee. Traffic Impact Fees are now being assessed to developers through impact fees instead of a roadway trust deposit.

The funds can only be disbursed for improvements of these projects. Per Resolution 27-04 the Mayor and City Council are the Sole Authority in authorizing the disbursement of the funds from the trust.

Attached is the list of depositors and the amount and the projects in progress for the total amount requested to be transfered from the Roadway Trust to the Street Fund.

RECOMMENDED ACTION:

Recommend the approval of the resolution to transfer $1,785,094.53 from Roadway Trust Funds to the Street Dept.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE TRANSFER OF $1,785,094.53 FROM THE ROADWAY TRUST FUND TO THE STREET FUND FOR STREET ROW PROJECTS IN PROGRESS FOR FY2026.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Caldwell, Idaho, that the Caldwell City Council approves the transfer for $1,785,094.53 from the Roadway Trust Fund to the Street Fund and

PASSED BY THE COUNCIL of the City of Caldwell, Idaho this 6th day of July, 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho this 6th day of July, 2026.

Approved,

By _____
Eric Phillips
Mayor

ATTEST:

By _____
City Clerk

Roadway Trust Payable Listing
(05-22810)

Payor		Date In	Amount	Estimated Year of Project	2026 Ustick / Farmway	2026 Ward / Linden	2026 24th / Blaine signal	2027 Middleton / Joplin	2026 Midway Rehab / HD4	2026 Linden Middleton	2027 Homedale / Lake RAB	2026 Homedale / Montana RAB	
Great Sky Development	Roadway Trust Fund Cumberland #6 Great Sky Development, Inc.	2/8/2023	$ 74,058.34	2025	74,058.34								74,058.34
Cougar Crossing	Roadway Trust Fund Cougar Crossing	9/5/2023	$ 17,008.54	2025		$ 17,008.54							17,008.54
Vallivue School District	Traffic Mitigation VMS #3 Smeed Pkwy Vallivue School District #1	3/19/2020	$ 495,911.42	2026				495,911.42					495,911.42
MOSAICS Public Shool	Traffic Mitigation Mosaic Charter School MOSAICS Public School	7/20/2020	$ 102,602.36	2026				102,602.36					102,602.36
Hayden Homes Idaho, LLC	Traffic Mitigation Fee Voyage Crossing North #3 Hayden Homes Ida	7/24/2020	$ 26,261.32	2026				26,261.32					26,261.32
Caldwell 94 LLC	Traffic Mitigation Mandalay Ranch #1 Caldwell 94 LLC	3/17/2021	$ 25,039.86	2026				25,039.86					25,039.86
Challenger Development Inc.	Traffic Mitigation Topaz Ranch #1	6/8/2021	$ 32,368.60	2026				32,368.60					32,368.60
Lennar Homes of Idaho LLC	Traffic Mitigation Mandalay Ranch #2 Lennar Homes of Idaho LLC	1/18/2022	$ 26,872.05	2026				26,872.05					26,872.05
Challenger Development Inc.	Traffic Mitigation Topaz Ranch 2 Challenger Development Inc.	6/8/2022	$ 42,750.98	2026				42,750.98					42,750.98
Lennar Homes of Idaho	Traffic Mitigation Mandalay Ranch 3 Lennar Corporation Lennar Hor	8/19/2022	$ 21,986.22	2026				21,986.22					21,986.22
kB Home Idaho Proeprties	Traffic Mitigation Sterling Ridge 1 KB Home Idaho LLC	10/3/2022	$ 17,100.39	2026				17,100.39					17,100.39
Lennar Homes of Idaho	Traffic Mitigation Mandalay Ranch 4 Lennar Homes of Idaho, LLC	1/10/2023	$ 26,877.05	2026				26,877.05					26,877.05
Lennar Homes of Idaho	Traffic Mitigation Mandalay Ranch 5 & 6 Lennar Corporation Lennar	5/25/2023	$ 32,368.60	2026				32,368.60					32,368.60
Cougar Crossing	Roadway Trust FundCougar crossing Cougar Crossing Traffic	8/21/2023	$ 19,000.00	2026				19,000.00					19,000.00
Lennar Homes of Idaho, LLC	Traffic Mitigation Fees Mandalay Ranch 7 Lennar Homes of Idaho, L	9/11/2023	$ 28,704.23	2026				28,704.23					28,704.23
Windsor Creek Proeprties	Traffic Mitigation Brittany Heights 3 Windsor Creek Properties	10/3/2022	$ 35,422.04	2027					$ 35,422.04				35,422.04
Hayden Homes Idaho LLC	Deerflat Canal Crossing Arrowleaf 2	8/26/2021	$ 81,030.67	2026				81,030.67					81,030.67
Challenger Development Inc.	Traffic Mitigation Topaz Ranch West 1 Challenger Development Inc	12/1/2023	$ 38,475.89	2026		$38,475.89							38,475.89
Hayden Homes Iadho, LLC	Traffic Mitigation Huntington Ridge East 1 Hayden Homes Idaho LL	12/14/2023	$ 18,321.85	2026		$18,321.85							18,321.85
Windsor Creek Properties	Brittany Heights 5 Moss Ln Improvements Windsor Creek Propertie	3/25/2024	$ 515,528.65	2027					$ 100,000.00		$415,528.65		515,528.65
Challenger Development Inc.	Traffic Mitigation Topaz Ranch 3 Challenger Development Inc.	3/29/2024	$ 42,140.26	2026		$ 42,140.26							42,140.26
Windsor Creek Proeprties	Traffic Mitigation Brittany Heights 5 Windsor Creek Properties	4/12/2024	$ 29,314.96	2027							$ 29,314.96		29,314.96
Challenger Development Inc.	Traffic Mitigation Cedars 3 Challenger Development	5/3/2024	$ 38,475.89	2027							$38,475.89		38,475.89
KB Home Idaho LLC	Roadway Trust Fund Maple Hill 1 KB Home	5/3/2024	$ 436,548.90	2026		$436,548.90							436,548.90
Lennar Homes of Idaho	Traffic Mitigation Cirrus Pointe 8 Lennar Corporation Lennar Homes	5/24/2024	$ 49,811.52	2027								$49,811.52	49,811.52
Hayden Homes	Traffic Mitigation Shadow Glen 4 Hayden Homes Idaho LLC	6/21/2024	$ 23,818.41	2026					$23,818.41				23,818.41
Lennar Homes of Idaho	Traffic Mitigation Mandalay Ranch 8 Lennar Homes of Idaho LLC	7/19/2024	$ 27,482.78	2025					$27,482.78				27,482.78
Challenger Development Inc.	Roadway Trust Fund Masterson Ranch 3 Challenger Development	7/19/2024	$ 130,217.00	2026		$130,217.00							130,217.00
Tanner Leighton	Roadway Trust Fund./Traffic Mitigation Triple DOT DEV Tanner Leig	9/19/2022	$ 20,000.00	2027							$20,000.00		20,000.00
Tanner Leighton	Roadway Trust Fund Tanner Leighton	9/26/2022	$ 19,191.79	2027							$19,191.79		19,191.79
Tanner Leighton	Roadway Trust Fund TRiple Dot Dev Tanner Leighton	10/5/2022	$ 20,000.00	2027							$20,000.00		20,000.00
Challenger Development Inc.	Roadway Trust Fund Peregrine Estates 5 Challenger Development	11/18/2022	$ 123,751.34	2027							$123,751.34		123,751.34
Lennar Homes of Idaho, LLC	Traffic Mitigation Mandalay Ranch 4 Lennar Homes of Idaho, LLC	1/10/2023	$ 26,872.05	2027				$26,872.05					26,872.05
Hubble Homes LLC	Traffic Mitigation Adams Ridge 8 Woodside Group LLC dba Hubble I	10/25/2024	$ 34,200.79	2026		$34,200.79							34,200.79
KB Home Idaho LLC	Roadway Trust Fund Maple Hill 2 Middleton Rd KB Home Idaho LLC	11/8/2024	$ 65,472.53	2026		$65,472.53							65,472.53
ID Soterra LLC	Traffic Mitigation Soterra LandEx ID Soterra LLC	11/8/2024	$ 36,643.70	2025	$36,643.70								36,643.70
KB Home Idaho LLC	Traffic Mitigation Maple Hill 2 KB Home Idaho LLC	11/15/2024	$ 24,429.13	2026		$24,429.13							24,429.13
Home Depot ESI	Traffic Mitigation Home Depot ESI	11/15/2024	$ 150,239.17	2026		$150,239.17							150,239.17
Challenger Development Inc.	Traffic Mitigation Masterson Ranch 3 Challenger Development Inc.	11/15/2024	$ 34,200.79	2026		$34,200.79							34,200.79
Toll Bros Inc	Traffic Mitigation Passero Ridge 4 Toll Bros Inc.	11/15/2024	$ 34,200.79	2027								$34,200.79	34,200.79
Primary Investments LLC	Traffic Mitigation Solstice Mesa Bridge Primary Investments II LLC	12/5/2024	$ 54,965.55	2026		$54,965.55							54,965.55
Hubble Homes LLC	Traffic Mitigation Mason Creek Landing 5 Woodside Group LLC dba	12/5/2024	$ 45,212.22	2026		$45,212.22							45,212.22
Challenger Development Inc.	Traffic Mitigation Chestnut Heights 1 Challenger Development	12/13/2024	$ 24,429.13	2028							$24,429.13		24,429.13
Challenger Development Inc.	Traffic Mitigation Guches #2 Challenger Development Inc.	12/27/2024	$ 23,207.68	2028							$23,207.68		23,207.68
Caldwell Pacific Associates	Traffic Mitigation Prospector Pointe Caldwell Pacific Associates	1/3/2025	$ 44,192.30	2026		$44,192.30							44,192.30
Peg Companies	Traffic Mitigation Alante at Spring Run Peg Companies	3/21/2025	$ 83,663.13	2028							$83,663.13		83,663.13
KB Home Idaho LLC	Traffic Mitigation Maple Hill 3 KB Home Idaho LLC	4/11/2025	$ 26,261.32	2026		$26,261.32							26,261.32
Pioneer National Escrow	Traffic Impact Study/Skyranch Logistics	5/29/2025	$ 60,560.85	2026		$60,560.85							60,560.85
Challenger Development Inc.	Traffic Mitigation Guches 1	5/29/2025	$ 28,704.23	2027							$28,704.23		28,704.23

Endurance Holdings	Traffic Mitigation Highline Industrial Endurance Holdings		7/18/2025	$	88,948.05	**2026**		$88,948.05							88,948.05
AJA Vetnures	Traffic Mitigation Caldwell Marriott-119 Units		9/8/2025	$	44,625.00	**2027**			$44,625.00						44,625.00
Rogue Credit Union	Traffic Mitigation		9/30/2025	$	47,636.81	**2026**		$47,636.81							47,636.81
		Total In:		$	3,617,107.13		110,702.04	1,359,031.95	44,625.00	1,005,745.80	135,422.04	51,301.19	826,266.80	84,012.31	3,617,107.13

Memorandum

To:

City Council

Meeting Date:

July 6, 2026

Item Name:

Approve the reappointment of Chuck Stadick to the Caldwell Urban Renewal Board for a term to expire on June 30, 2031

Summary Statement:

Recommended Action:

Budget:

Cost:
GL Account:
Timeline:
Department:
Project Manager:

Attachments:

1. REAPPOINTMENT- Committee or Commission

City of Caldwell
Committee Member Re-Appointment Request

Name of Commission or Committee: Caldwell Urban Renewal Board

Name: Chuck Stadick
New Term Expiration: June 30, 2031

Type text here

Name: Zack Brooks
New Term Expiration: June 30, 2031

Name: _____
New Term Expiration: _____

Name: _____
New Term Expiration: _____

Name: _____
New Term Expiration: _____

Name: _____
New Term Expiration: _____

Memorandum

To:

City Council

Meeting Date:

July 6, 2026

Item Name:

Approve the reappointment of Zack Brooks to the Caldwell Urban Renewal Board for a term to expire on June 30, 2031

Summary Statement:

Recommended Action:

Approve the appointment of Zack Brooks to the Caldwell Urban Renewal Board for a term to expire on June 30, 2031

Budget:

Cost:
GL Account:
Timeline:
Department:
Project Manager:

Attachments:

None

Memorandum

To:

City Council

Meeting Date:

July 6, 2026

Item Name:

Approve Resolution authorizing the Award of Contract for the Construction of Test Well 25 to Riverside Equipment Services LLC in the amount of $299,420.00.

Summary Statement:

The 2026 Test Well 25 Construction Project will construct a multi-level monitoring test well to evaluate groundwater conditions, characterize aquifer water quality, and collect hydrogeologic data to support future municipal water supply development. The test well will be used to evaluate subsurface lithology and groundwater quality and to inform the design and construction of future Municipal Supply Well 25. This project is necessary to support long-term water supply planning and meet increasing water demands in the northern portion of Caldwell's Pressure Zone 1. City staff note the urgency of this project, as growth and water demand continue to increase significantly in areas of Caldwell north of the Boise River.

Recommended Action:

The Caldwell Water Department recommends awarding the contract for the 2026 Test Well 25

Budget:

Cost:
GL Account:
Timeline:
Department:
Project Manager:

Attachments:

1. Council Resolution_2026_Test Well 25
2. Notice of Award 2026_Test Well 25
3. Agreement 2026_Test Well 25

RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the Mayor and City Council of the City of Caldwell, Idaho, that the contract for the 2026 Test Well 25 Construction Project is hereby awarded to Riverside Equipment Services LLC in the amount of $299,420.00. This project includes the drilling and construction of a multi-level monitoring test well, collection of water quality data, and all associated work necessary to complete the project in accordance with the plans, specifications, and contract documents.

PASSED BY THE COUNCIL of the City of Caldwell, Idaho this ___ day of _____ 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho this ___ day of _____ 2026.

Approved

By _____

Eric Phillips

Mayor

ATTEST

By _____

City Clerk

VIII. NOTICE OF AWARD

To: Riverside Equipment Services LLC **Dated** July 6, 2026

Address: 111 S. Roswell Blvd. Parma ID 83660

Project: **2026 Test Well 25 Construction**

You are notified that your Bid submitted the 16 day of June, 2026 for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for the construction of Test Well 25 in relation to the above referenced project.

The Contract price of your Contract is $299,420.00 Dollars ($).

A copy of the proposed Contract Documents, including Construction Drawings, accompany this Notice of Award.
You must comply with the following conditions precedent within ten (10) days of the date of this Notice of Award that is by

the 16 day of July, 2026.

1. You must deliver to the OWNER, either electronically through OpenGov or physically to the Caldwell City Clerk, 205 S. 6th Avenue, Caldwell, ID 83605, the fully executed Agreement including all the Contract Documents. This includes a set of the Drawings. Each of the Contract Documents must bear your signature on the cover page.

2. You must deliver with the executed Agreement the Contract Security (bonds), proof of insurance as specified in the "Instructions to Bidders" and the "Agreement", and certificate of workman's compensation coverage.

3. ADDITIONAL CONDITIONS: None

Failure to comply with these conditions within the time specified will entitle Owner to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten (10) days after you comply with those conditions, Owner will return to you one (1) fully signed counterpart of the Agreement with the Contract Documents attached.

OWNER: CITY OF CALDWELL **By:** _____

Mayor
Eric Phillips

ATTEST: _____

IX. AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT (hereinafter, "Agreement") is dated on the 6 day of July, 2026 by and between the **CITY OF CALDWELL, IDAHO**, (hereinafter called OWNER) and Riverside Equipment Services LLC hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. DEFINITIONS

All words used in this Agreement which words are defined in any document of the Contract Documents shall have the meaning therein assigned, unless otherwise expressly provided in this Agreement, or unless context otherwise demands.

Article 2. WORK AND PROJECT

CONTRACTOR shall complete the Project and all Work as specified or indicated in the Contract Documents. The Project and Work are generally described as follows:

PROJECT: 2026 Test Well 25 Construction

WORK: This project includes drilling, construction, development and test pumping of the test well.

Article 3. ENGINEER

The Project has been designed by (check one):

[ ] City of Caldwell
[X] Contract Engineer

The above identified entity is hereinafter called ENGINEER and may act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

Article 4. CONTRACT TIME

COMPLETION - The Work is to be substantially complete and fully complete as outlined below. Contractor agrees that once started, work shall continuously progress until completion. For substantial completion, Contractor shall have completed drilling operations, installation and development of all monitoring wells, test pumping and water quality sampling of all monitoring wells, final well head completion, site grading, and restoration necessary for safe operation and access. The work shall also include submission of drilling logs and construction records and demobilization of major construction equipment from the site. Minor corrective work, punch list items, or administrative closeout documents that do not materially affect the intended use of the facility may remain incomplete at the time of Substantial Completion. For final completion, Contractor shall have all aspects of the project 100% completed and approved by the City, including but not limited to all punchlist items, final clean up, stockpile & BMP removal, permit closure, and Contractor as-builts. All equipment shall be removed from the project site and all areas within the project boundaries being left in a nice, neat, clean state.

Substantial Completion: Substantial Completion by September 1st, 2026.

Final Completion: Final Completion by September 8th, 2026.

1. **LIQUIDATED DAMAGES** - OWNER and CONTRACTOR recognize that time is of the essence in this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.1 above, plus any extensions thereof approved and granted by the ENGINEER. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **FIFTEEN HUNDRED DOLLARS ($1,500.00)** for each day that expires after the time specified for both Substantial and Final completion dates of the project.

2. **EXTENSION OF TIME** - CONTRACTOR shall not be charged with liquidated damages because of any delays in the completion of the Work due to unforeseeable causes beyond his control and which are not his fault nor due to his negligence, including but not restricted to, Acts of God, strikes, unusually severe weather conditions or delays of subcontractors due to such causes. CONTRACTOR shall give written notice of the causes of any such act, hindrance, or delay to OWNER within five (5) days after the first day of its occurrence. Failure to provide said notice in the time required shall constitute a waiver by CONTRACTOR of any right to request an extension of the Completion Date due thereunder. If OWNER agrees that justifiable cause exists, the Completion Date shall be extended by the number of working days equal to the number of working days lost by the delay.

Article 5. CONTRACT PRICE AND PAYMENT PROCEDURE

1. **PAYMENT** - OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents.

2. **PAYMENT PROCEDURES** - For the faithful performance of this Work herein embraced, as set forth in this Agreement between OWNER and CONTRACTOR, together with official contract documents specified in Article 8, which are made a part of this agreement hereof, in accordance with the directions of the ENGINEER, and to his satisfaction, said OWNER agrees to pay to said CONTRACTOR the amount earned, computed from actual quantities of work performed, as shown by the estimate of the ENGINEER, at the unit prices designated in the Bid Schedule. Such payment shall be adjusted to account for change orders, previous progress payments, retainage, liquidated damages and interest as applicable. Payments shall be made by the City Treasurer of said OWNER upon warrants of the OWNER issued upon vouchers of said ENGINEER which have been approved by Mayor and Council of said OWNER out of monies legally available for that purpose.

3. **PROGRESS PAYMENT** - CONTRACTOR shall be entitled to monthly Progress Payments for work completed and for materials delivered and stored at the site (but not installed) during previous calendar months. On the first day of each month, or within nine (9) days thereafter, CONTRACTOR shall deliver to OWNER'S ENGINEER a signed Request for Payment containing an estimate of the actual quantities of work performed and invoices for materials delivered to the site. ENGINEER shall verify that quantities are correct and adjust totals if necessary. Payment shall be computed using UNIT PRICES designated on the Bid Form and adjusted to account for change orders, previous progress payments, retainage, liquidated damages, and interest as applicable. The receipt of Progress Payments does not signify acceptance of the Work.

4. **RETAINAGE** - OWNER shall be entitled to retain five percent (5%) of each progress payment. This retainage shall be released to the CONTRACTOR after final acceptance of the Work by the OWNER, and receipt of a tax release from the Idaho State Tax Commission.

5. **EXTRA WORK & FORCE ACCOUNT WORK** - In the event of any "Extra Work" being ordered by the Engineer of a class not covered by the prices submitted in the proposal, the basis of payment for the same shall be agreed upon in writing between the parties to the contract before such Work is done.

   The quantities shown in the CONTRACTOR's bid documents are approximate only and are for the purpose of comparing bids. The City of Caldwell reserves the right to increase or decrease any of the quantities and to make reasonable changes in designs without being responsible to the Contractor in any way for extra costs or for anticipated profits. The Contractor will be paid for the actual quantities of work, at the per-unit price set forth in the CONTRACTOR's bid documents, that are finally installed or performed at the applicable unit prices stated in his Proposal. Increases or decreases in the actual quantities above or below the estimated quantities set forth in the CONTRACTOR's bid documents shall not result in the CONTRACTOR having any right or demand for a modification of the per-unit price set forth in the CONTRACTOR's bid documents, which per-unit price shall remain fixed without regard to actual quantities used for the Work.

   If unforeseen conditions require extra work of a type or nature already contemplated by the Contract, written change orders will be furnished to the Contractor. The basis for any additional compensation will be the unit prices originally provided by the Contractor.

6. **PAYMENT OF MATERIAL ON HAND** - In preparing monthly estimates, payment shall be made to the extent of seventy-five (75) percent of the invoice cost for materials on hand to be used on the project, and stored on site in an acceptable manner. All materials must conform to the requirements of the specifications; however, payment for materials on hand will not constitute acceptance and any faulty material will be condemned and not utilized by CONTRACTOR even though such payment may have been made for same in the estimates. Deductions at the same rates and in the amounts equal to the payments will be made from the estimates as the material is used, for which partial payments have been made.

7. **FINAL PAYMENT** - Upon completion of the Work and any testing specified in the Contract Documents, CONTRACTOR shall submit a Request For Final Payment containing an estimate of the actual quantities completed. ENGINEER shall inspect the completed Work, itemize any deficiencies, verify that quantities are correct, and adjust totals if necessary. CONTRACTOR shall correct any deficiencies and provide evidence from the Idaho State Tax Commission that State and Local Taxes are paid. CONTRACTOR shall be given a Certificate of Completion and paid in full as soon as reasonably possible after correction of deficiencies and submission of required documents.

8. **FINAL GUARANTEE** - All Work is guaranteed by the CONTRACTOR for a period of 2 years from after the date final payment is made by the City. If within said guarantee period, repairs or changes are required in connection with any guaranteed Work, which in the opinion of the ENGINEER is rendered necessary as the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the contract, the CONTRACTOR shall promptly upon receipt of written notice from the OWNER and without expense to the OWNER:

   a. Place in satisfactory condition in every particular all of such guaranteed Work and correct all defects therein;
   b. Make good all damage to the building or site, or equipment or contents thereof, which in the opinion of the ENGINEER is a result of the use of materials, equipment, or workmanship which are inferior, defective or not in accordance with the terms of the contract;
   c. Make good any Work or material or the equipment and the contents of the building, structure, or site disturbed in fulfilling any such guarantee.

If the CONTRACTOR or Bonding Company, after such notice, fails to within ten (10) days proceed to comply with the terms of this guarantee the OWNER may have the defects corrected and the CONTRACTOR and his Surety shall be liable for all costs and expenses incurred; provided, however, that in case of emergency where, in the opinion of the ENGINEER, delay would cause serious loss or damage, repairs may be made without notice being given to the CONTRACTOR and the CONTRACTOR shall pay the cost thereof.

9. **COMPENSATION FOR INSPECTORS OVERTIME** - Should the CONTRACTOR choose to schedule his work so that it requires overtime be worked by OWNER crews, i.e., staking, inspection, etc., the CONTRACTOR shall be obligated to pay the overtime wages at the time and one-half rate. CONTRACTOR should take note that no construction shall take place during overtime situations without an inspector being available.

Article 6. INTEREST

All monies not paid within forty-five (45) days of CONTRACTOR'S submittal of Request For Payment (or Final Payment), and other supporting documentation, and to which the CONTRACTOR is legally entitled by this Agreement, shall bear interest at a rate of 12% per annum.

Article 7. CONTRACTOR'S REPRESENTATIVES

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

2. CONTRACTOR has studied carefully all reports and drawings of physical conditions which are identified in the Contract Documents, and accepts the determination and extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to reply.

3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to those provided by owner above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, exploration tests, reports and studies with the terms and conditions of the Contract Documents.

6. ERRORS - CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

7. DAMAGES DURING CONSTRUCTION - CONTRACTOR accepts responsibility for conducting construction activities in a manner to prevent damage to structures or facilities in or near the construction site. CONTRACTOR agrees, in the event of damage caused by construction activities, to restore said structures or facilities at CONTRACTOR'S expense to a condition equal to or exceeding that which existed prior to said construction activities.

Article 8. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between OWNER AND CONTRACTOR concerning the Work, consist of the following:

- Invitation To Bid
- Bid Form
- Bid Schedule Definitions
- Addenda No's _ to _ Inclusive
- WH-5 Tax Form
- This Agreement
- General Conditions
- Workman's Compensation Certificate
- Specifications & Project Drawings
- Instructions To Bidders
- Bid Schedules
- Bid Bond
- Payment and Performance Bonds
- Notice of Award
- Notice To Proceed
- Insurance Certificates
- Special Provisions

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as agreed to by both parties in writing.

Article 9. OTHER PROVISIONS

1. **SUCCESSORS AND ASSIGNS** - OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

2. **INDEMNIFICATION AND INSURANCE** - The CONTRACTOR shall not commence work under this agreement until he has obtained the insurance and furnished to the OWNER satisfactory proof of such coverage:

   2.1. INDEMNIFICATION - The CONTRACTOR and his surety shall indemnify and save the OWNER and all of its officers, agents, and employees from all suits, actions or claims as specified in Article 13, Section 5 of these documents.

   2.2. COMPENSATION INSURANCE - The CONTRACTOR shall maintain during the life of this agreement Workmen's Compensation insurance for all of his employees working under this agreement.

   2.3. LIABILITY INSURANCE - The CONTRACTOR shall maintain during the life of this agreement such bodily injury, property damage and vehicle insurance as shall protect him while

performing Work under this Contract from claims for liability or property damage which may arise from operations by himself or anyone directly or indirectly employed by him under this Contract. The amount of such insurance shall be not less than the following: Liability Insurance in the amount of $2,000,000 per occurrence and $3,000,000 in aggregate, or higher amount that may be required by law.

2.4 CERTIFICATE OF INSURANCE - NOTICE TO PROCEED shall not be issued until the CONTRACTOR has furnished to the OWNER a Certificate of Insurance executed by insurance companies authorized to do insurance business in Idaho certifying that policies of insurance as required by the Contract have been duly issued to the CONTRACTOR (and its subcontractors where required) and that the same shall not be revoked without thirty (30) days' notice to OWNER. This paragraph applies to all insurance required by the Contract including Certificate of Coverage for Workman's Compensation.

2.5 NOTICE OF TERMINATION – In the event insurance coverage required by this agreement is terminated, CONTRACTOR shall immediately notify OWNER and shall not conduct any additional Work until OWNER is provided with new certificates of insurance. Loss of insurance coverage, regardless of the cause thereof, shall not be grounds for an extension in the contract time or a waiver of liquidated damages.

3. **INDEPENDENT CONTRACTOR** - In all matters pertaining to this work, the CONTRACTOR shall be acting as an independent contractor.

Article 10. GENERAL CONTRACTOR OBLIGATIONS

CONTRACTOR is obligated and required to provide the following:

1. Locate and protect all utilities within the area required to complete the work of this Contract. CONTRACTOR is responsible for contacting Digline and others for utility locations if excavating;

2. Protect all surface structures from damage;

3. Adhere strictly to requirements for safety in the work zone as per all state and Federal statutes, and local ordinances including but not limited to O.S.H.A. Standards. Excavations: 29 CFR Part 1926 on trenching, barricading working areas to protect the public, and controlling traffic in accordance with Idaho Department of Transportation requirements;

4. Construct all facilities in accordance with State and Federal specifications and guidelines in accordance with Idaho Standards for Public Works Construction except as indicated by the Plans, General Conditions, Special Provisions or OWNER standard specifications, and as approved by the Contracting Officer.

5. Restore all surface features to former condition and usage. Pavement restoration, if a contract item, is to be to the satisfaction of the pavement owner;

6. Dispose of all rocks, brush, trees, concrete, and removed pipe disturbed by construction in accordance with all Local, State, and Federal Statues and Ordinances;

7. If part of the contract, conduct all backfill testing in accordance with Idaho Standards for Public Work Construction and City of Caldwell Standard Specifications. Deficiencies in backfill compaction shall be repaired at CONTRACTOR expense. The CONTRACTOR shall provide manpower and equipment for digging test pits and the OWNER shall provide the compaction-testing consultant. The cost of re-tests however, shall be solely at the expense of the CONTRACTOR, shall be considered incidental to the CONTRACT, and shall not be paid for separately

8. If part of the contract, conduct pressure testing in accordance with Idaho Standards for Public Work Construction, as approved by the ENGINEER. Deficiencies in line installation shall be repaired at CONTRACTOR expense. Cost of re-testing shall be at the expense of CONTRACTOR shall be considered incidental to the contract and shall not be paid for separately.

9. Maintain utility services provided by above-ground or underground facilities in the area of the Work and be liable for damages due to disruptions to service caused by CONTRACTOR'S construction activities;

10. Maintain vehicle access to adjacent properties in such instances where the construction area provides the sole vehicular access to said properties except that access may be interrupted provided that the interruption not unreasonably interfere with the use of the property and does not extend for more than eight (8) continuous hours, nor occur outside of normal daytime working hours (8:00 a.m.- 5:00 p.m.), and the affected property occupant be given a minimum 24 hour advance notification of the interruption;

11. Notify ENGINEER at least 14 days in advance of the start of construction, Notify ENGINEER if conditions vary substantially from those indicated per the specifications hereof, and Notify ENGINEER of all testing so that he may observe all tests;

The foregoing list is non-exclusive and shall not be deemed to limit any of CONTRACTOR's responsibilities otherwise expressed or implied by this Agreement.

Article 11. SCOPE OF WORK

1. **INTENT OF PLANS AND SPECIFICATIONS** - The intent of the plans and specifications is to prescribe a complete Work, Project, and improvement which the CONTRACTOR undertakes to do in full compliance with the plans, specifications, and other Contract Documents. The CONTRACTOR shall do all Work including such additional, extra and incidental Work as may be considered necessary to complete the project in a satisfactory and acceptable manner as provided in the plans, Proposal, and Contract Documents. CONTRACTOR shall furnish, unless otherwise provided, all materials, equipment, tools, labor and incidentals necessary to prosecute the completion of the Work.

2. **INCREASED OR DECREASED QUANTITIES OF WORK** - The OWNER reserves the right to make such alterations in the plans or in the quantities of Work as may be considered necessary. Such alterations shall not be considered as a waiver of any conditions of the Contract to invalidate any of the provisions thereof and will not be reason for CONTRACTOR to modify/change unit bid prices. An increase or decrease in quantities shall not constitute a reason for CONTRACTOR to modify unit prices.

3. **EXTRA WORK** - In connection with the work covered by the contract, the ENGINEER may at any time during its progress order other work or materials incidental thereto. All such work and materials which do not appear in the contract as a specific item accompanied by a unit price, and which are not included under the price bid for other items in the contract, shall be designated as "Extra Work". The CONTRACTOR shall perform "Extra Work" whenever it is deemed necessary by ENGINEER and ordered to complete fully the

project as contemplated and it must be done in accordance with the intent of these specifications. Payment for "Extra Work" will be made at an agreed unit price or lump sum price as set forth in a supplemental agreement executed by both parties to the Contract.

"Extra Work" shall be done under the supervision of the ENGINEER and his decision shall be final and binding. The plans of the Work to be followed, the materials and equipment to be used, and the amount and character of labor to be employed shall meet with approval of the ENGINEER. Authorization for "Extra Work" shall be made by the ENGINEER in writing in advance of the performance of the Work and claims for such Work not so authorized will be rejected.

4. **MAINTENANCE OF TRAFFIC** - The CONTRACTOR shall, wherever possible, provide access to streets or parking areas under construction when actual operations are not in progress and when public travel will not damage the uncompleted Work. The cost of maintaining traffic shall be the sole responsibility of the CONTRACTOR and he shall be solely liable for the damages and injuries that are in any way chargeable to construction, or any circumstances, actions or negligence in connection therewith.

5. **FINAL CLEANUP** - Upon completion of the Work and before acceptance and final payment is made, the CONTRACTOR shall remove all equipment, excess and discarded materials, temporary structures and rubbish from the site and adjacent property and shall leave the site in a neat, presentable condition.

Article 12. CONTROL OF WORK AND MATERIALS

1. **AUTHORITY OF THE ENGINEER** - The ENGINEER shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and Work to be performed, as to the manner of performance and rate of progress of the Work, as to the interpretation of the plans and specifications, as to the acceptable fulfillment of the Contract on the part of the CONTRACTORS, as to compensation, and as to mutual rights between CONTRACTORS. The decision of the ENGINEER shall be final and he shall have exclusive authority to enforce the provisions of the Contract.

2. **PLANS AND SPECIFICATIONS** - All Work performed and all materials furnished under the Contract shall be in accordance with the plans and specifications and no deviation will be permitted without the written order of the ENGINEER.

3. **CONSTRUCTION STAKES** – The CONTRACTOR is responsible for construction staking, including all lines, grades and measurements necessary for proper prosecution and control of the Work contracted for under these specifications. The CONTRACTOR shall satisfy himself as to the accuracy of all measurements before constructing any permanent structure and shall not take advantage of any errors, which may have been made in laying out the Work. Such stakes and markings shall be scrupulously preserved by the CONTRACTOR. Any necessary re-staking due to CONTRACTOR negligence shall furnish no ground to the CONTRACTOR for claiming additional compensation or extension of time for the completion of the Contract.

4. **AUTHORITY AND DUTIES OF INSPECTORS** - Inspectors employed by the OWNER shall be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, quality or manufacture of the materials to be used. The Inspector shall not be authorized to revoke, alter or waive any requirements of the specifications. He shall be authorized to call the attention of the CONTRACTOR to any failure of the Work or materials to conform to the specifications and contract. He shall have the authority to reject materials or suspend the Work until any question at issue can be decided by the ENGINEER. CONTRACTOR expressly waives any right to rely on

the opinions of OWNER'S inspectors and shall obtain their own inspectors and inspections to the extent necessary to fully perform under this Contract.

5. **INSPECTION** - The ENGINEER or his representative shall be allowed access to all parts of the project at all times and shall be furnished such information and assistance by the CONTRACTOR as may be required to make a complete and detailed inspections.

6. **REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK** - All Work and materials, which do not conform to the requirements of the Contract shall be considered defective work. Any defective work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, found to exist prior to acceptance of final payment for Work, shall be removed immediately and replaced by CONTRACTOR, and Work and materials shall conform to the specifications or shall be remedied otherwise in an acceptable manner. The fact that the inspector may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

7. **MAINTENANCE DURING CONSTRUCTION** - The CONTRACTOR shall maintain the Work until it is finally accepted. All cost of maintenance Work by the CONTRACTOR during construction and before the Work is finally accepted shall be included in the unit prices on various pay items or lump sum bid and the CONTRACTOR will not be paid an additional amount for the Work.

8. **DISPUTED CLAIMS** - In any case where the CONTRACTOR deems extra compensation is due him for Work or materials not clearly covered in the Contract, or not ordered by the ENGINEER as an extra, as defined herein, the CONTRACTOR shall notify the ENGINEER in writing of his intention to make claim for such extra compensation before he begins the Work on which he bases the claim. If such notification is not given, or the ENGINEER is not offered proper facilities by the CONTRACTOR for keeping strict account of cost, the CONTRACTOR hereby agrees to waive the claim for such extra compensation. In case the claim is found to be just, it shall be allowed and paid for as an extra as provided herein for "Extra Work". All Contractor claims against the Owner shall be initiated by a written claim submitted to the Owner and the Engineer. Such claim shall be received by the Owner and the Engineer no later than seven (7) calendar days after the event or the first appearance of the circumstances causing the claim, and same shall set forth in detail all known facts and circumstances supporting the claim.

   The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the work, this Contract as thus amended, the Contract Price, and the time for performance by the Contractor. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the work included within or affected by the executed Change Order.

   In all claims for adjusted compensation due to unexpected obstructions or other causes, where it is determined by the ENGINEER that compensation is due, the amount of compensation shall be based on an adjustment in quantities at the Unit Prices submitted with the CONTRACTOR'S original bid for the classification of WORK involved in the claim for adjusted compensation. The ENGINEER shall be the final authority in determining the reasonableness in applying a Unit Price to an item of work and the manner in which it is applied.

9. **MATERIALS** - Only materials conforming to the requirements of the plans and specifications shall be used. All materials, before being incorporated in the work, shall be inspected and approved by the ENGINEER or his authorized representative.

All materials which do not meet the requirements of these specifications will be rejected and shall be removed immediately from the job unless permitted by the ENGINEER to remain. The loss in replacing improper work or material shall furnish no ground to the CONTRACTOR for claiming additional compensation or extension of time for the completion of the Contract. Upon failure on the part of the CONTRACTOR to comply forthwith with any order of the ENGINEER made under the provisions of this paragraph, the ENGINEER shall have the authority to remove and replace defective material and to deduct the cost of removal and replacement from any money due or to become due to the CONTRACTOR.

10. **WORK AREA** - The CONTRACTOR shall keep the Work area in a reasonably neat condition with regard to litter and trash that may result from its own operations or from third parties. Additionally, all empty cement sacks, used form lumber, unused barricades, etc., shall be disposed of immediately in a manner satisfactory to the OWNER. The CONTRACTOR shall limit work activities to the defined Work area.

11. **COMPLIANCE WITH BUILDING/ELECTRICAL/PLUMBING CODES** - All Work performed in the performance and prosecution of this project shall be in accordance with the Uniform Building Code, the National Electrical Code, the Uniform Plumbing Code, and any and all other codes as they may be, from time to time, adopted by the City of Caldwell.

Article 13. LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

1. **LAWS TO BE OBSERVED** - The CONTRACTOR is assumed to be familiar with all Federal, State and local laws, codes, ordinances and regulations which in any manner affect those engaged or employed in the Work or the material or equipment used in or upon the construction area, or in any way affect the conduct of the Work. No pleas of mistake in fact or ignorance on the part of the CONTRACTOR will, in any way, serve to modify the provisions of the Contract. The CONTRACTOR, at all times, shall observe and comply with all Federal, State and local laws, codes, ordinances and regulations in any manner affecting the conduct of the Work, and the CONTRACTOR and his surety shall indemnify and save harmless the OWNER and all its officers, agents and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

2. **BARRICADES, WARNINGS, SIGNS AND LIGHTS** - The CONTRACTOR will be required to provide, erect, and maintain, at his expense, barricades, construction drums, tubular markers, and warning signs, and to furnish and maintain warning lights at night to protect the public from possible injury during the progress of all parts of the Work. All traffic control devices will be set in place prior to the start of any work on the project.

   Design and use of traffic control devices shall conform to the current Manual on Uniform Traffic Control Devices.

   Traffic control devices shall be maintained in acceptable condition and any which become damaged shall be repaired or replaced at the Contractor's expense.

3. **PUBLIC SAFETY AND CONVENIENCE** - The CONTRACTOR shall at all times so conduct his Work as to insure the least possible obstruction to traffic. The convenience of the general public and residents along streets and the protection of persons and property are of prime importance and shall be provided for by the CONTRACTOR in an adequate and satisfactory manner.

Where the CONTRACTOR'S equipment is operated on any pavement or structure, not within the limits of his contract, which is used by traffic, the CONTRACTOR shall clean the pavement of all dirt and debris at the end of each day's Work. The cost of this Work will not be paid for directly but shall be considered as included in the contract unit prices for other items.

4. **PROTECTION AND RESTORATION OF PROPERTY** - The CONTRACTOR shall not enter upon private property for any purpose without first obtaining permission, and he shall be responsible for the preservation and/or restoration of all public and private property, fences, monuments, underground structures, building, poles, signs, mailboxes etc. on and adjacent to the site and shall use every precaution necessary to prevent damage or injury thereto. He shall be responsible for all damage or injury to property of any character resulting from any act, omission, neglect or misconduct in his manner or method of executing said Work, or due to his nonexecution of said Work, or at any time due to defective Work or materials, and said responsibility shall not be released until the Work has been completed and accepted.

   When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the Work, or in consequence of the nonexecution thereof on the part of the CONTRACTOR, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury in an acceptable manner.

5. **RESPONSIBILITY FOR DAMAGE CLAIMS** - The CONTRACTOR and his surety shall indemnify and save the OWNER and all of its officers, agents, and employees from all suits, actions or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property, by or from the said CONTRACTOR or his employees, or by or in consequence of any neglect in safeguarding the Work, or by or on account of any act or omission, neglect, or misconduct of the said CONTRACTOR, or by or on account of any claims or amounts recovered by any infringement of patent, trademark or copyright, or from any claims or amounts arising or recovered under the "Workman's Compensation Law", or any other law, ordinance, order or decree, and so much of the money due said CONTRACTOR under and by virtue of his contract, as shall be considered necessary by the OWNER, may be retained, or, in case no money is due, his surety shall be held until such suit or suits, action or actions, claim or claims, or injuries or damages as aforesaid shall have been settled and satisfactory evidence to that effect furnished to the OWNER.

6. **CONTRACTOR'S RESPONSIBILITY FOR WORK** - Until the final acceptance of the Work by the ENGINEER and the OWNER, the CONTRACTOR shall have the charge and care thereof and shall take every necessary precaution against injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from faulty materials or Work or from the execution or non-execution of the Work. The CONTRACTOR shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before its completion and acceptance, and shall bear the expense thereof except damage to the Work due to Acts of God.

   An "Act of God" is construed to mean an earthquake, cloudburst, cyclone or other cataclysmic phenomenon of nature. A rainstorm, windstorm or other natural phenomenon of normal intensity for the particular locality shall not be construed as an "Act of God" and no reparation to the CONTRACTOR shall be made for damages to the Work resulting therefrom. The ENGINEER shall be the sole judge as to whether a particular natural phenomenon shall be classed as an "Act of God" or as a normal occurrence.

   In case of suspension of Work from any cause whatever, the CONTRACTOR shall be responsible for all materials, and shall properly store them, if necessary, and shall provide suitable drainage of the roadway and erect temporary structures where necessary.

Article 14. PROSECUTION AND PROGRESS OF WORK

1. **SUBLETTING OF CONTRACT** - The OWNER will not recognize any subcontractor on the Project as a representative of CONTRACTOR. The CONTRACTOR shall at all times when Work is in operation be represented either in person, by a qualified superintendent, or other designated representative. All persons engaged in the Work of the construction, including subcontractors, will be considered as employees of the CONTRACTOR and he will be held responsible for their Work, which shall be subject to the provisions of the Contract.

2. **DEFAULT AND TERMINATION OF CONTRACT** - If the CONTRACTOR:

   a. Fails to begin the Work under the contract within the time specified in the "Notice to Proceed";

   b. Fails to perform the Work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of the Work;

   c. Performs the Work unsuitably or neglects or refuses to remove materials or to perform anew such Work as may be rejected as unacceptable and unsuitable;

   d. Discontinues the prosecution of the Work;

   e. Fails to resume Work which has been discontinued within a reasonable time after notice to do so;

   f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency;

   g. Makes an assignment for the benefit of creditors;

Or for any other cause whatsoever, fails to carry on the Work in an acceptable manner, the ENGINEER will give notice to the CONTRACTOR as follows:

a. A written notification from the ENGINEER to the CONTRACTOR stating the infraction(s), and stating that should such infractions not be corrected within ten (10) days, the CONTRACTOR shall be deemed to be in material breach of the Contract. A copy of said notice shall be sent to the SURETY.

b. If the CONTRACTOR or Surety, within a period of ten (10) days after such notice, does not proceed in accordance therewith, the CONTRACTOR shall be deemed to be in material breach of the Contract, and the OWNER will, upon written notification from the ENGINEER of the fact of such delay, neglect or default and the CONTRACTOR'S failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the Work out of the hands of the CONTRACTOR. In the event of such a breach, the OWNER shall have the right to exercise any or all of the following options and rights:

   i. The OWNER may proceed to take full power and authority from the CONTRACTOR for performance of the Contract; and,

   ii. The OWNER may make demand on the Surety to take full responsibility from the CONTRACTOR for performance of the Contract; and,

iii. The OWNER may take any and all other action necessary to ensure completion of the Work.

iv. The OWNER may appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable and may enter into an agreement for the completion of said Contract according to the terms and provisions thereof, or use such other methods as in the opinion of the ENGINEER will be required for the completion of the contract in an acceptable manner.

The exercise of any or all of the foregoing options shall not relieve the CONTRACTOR or SURETY of any obligations under the Contract, the CONTRACTOR and SURETY remaining fully responsible therefore. The exercise of any or all of the foregoing options shall be at the sole discretion of the OWNER. A breach of the Contract by CONTRACTOR shall result in a waiver of any right to additional payment to CONTRACTOR, including, without limitation, release of the Retainage.

Costs and charges incurred by the OWNER, together with the cost of completing the Work under the Contract, shall be the responsibility of the CONTRACTOR and SURETY, and CONTRACTOR and the SURETY shall be liable and shall pay to the OWNER such amounts.

3. **COMPLETION OF CONTRACT** - The contract shall be considered complete after all the Work included has been completed and accepted and after the final estimate has been allowed and paid; the CONTRACTOR shall then be released from all further obligations except as set forth in his bond and as to any legal rights of the OWNER.

Article 15. BID PRICE

This is a UNIT COST bid contract. Contractor agrees to complete the Work hereof as specified at the unit prices indicated on the BID FORM and for measured quantities after completion of the Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One (1) counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Document have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on the 6 day July, 2026

.

OWNER: City of Caldwell

By: _____
Deputy Public Works Director (Water)

CONTRACTOR:

Riverside Equipment Services LLC
(Company name)

By: _____

Its: _____

Attest:

By: _____
City Clerk

City Address for giving notices:

205 S. 6th Avenue, Caldwell, ID. 83605

Contractor Address for giving notices:

_____

_____

Public Works License No. _____

Agent for service of Process; Address:

_____

_____

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

Memorandum

To:

City Council

Meeting Date:

July 6, 2026

Item Name:

Approve Amendment No. 3 to the Professional Services Agreement between City of Caldwell and Bowen Collins & Associates, Inc. for the Well 17 Zone 2 Boosters and Transmission project

Summary Statement:

This is the third contract amendment, in the amount of $84,000.00, to the Professional Services Agreement with Bowen Collins & Associates, Inc. for the Well 17 Zone 2 Boosters and Transmission project. The transmission portion of the project is complete but met unexpected conditions that increased costs. The well house improvements portion is nearing completion but requires added services as part of this amendment, including redesign and added coordination of existing electrical, generator installation support, additional site drainage design, material submittals, and inspections, structural design and construction management of the generator pad, and paving, gravel and grading site design of the generator pad area.

City staff emphasize the urgency of this project, particularly as development-driven water demand continues to rise rapidly in the area south of Linden Street.

Recommended Action:

The City Engineer has reviewed the amendment to the Professional Services Agreement and recommends its approval by City Council.

Budget:

Cost: $84,000.00
GL Account: 70-8-25-100-87500
Timeline: July 2026 to FY27
Department:
Project Manager:

Attachments:

1. Council Resolution
2. Contract Amendment 3

RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the Mayor and the Council of the City of Caldwell, Idaho, that the Caldwell City Council accepts and approves Amendment No. 3 to the Professional Services Agreement for the Well 17 Zone 2 Boosters and Transmission project with Bowen Collins & Associates, Inc. in the amount of $84,000.00 and authorizes the City Engineer to sign said amendment on behalf of the City of Caldwell.

PASSED BY THE COUNCIL of the City of Caldwell, Idaho this 6th day of July 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho this 6th day of July 2026.

Approved By:

Attest:

Mayor

Clerk

AMENDMENT NO. 3

Well 17 Zone 2 Boosters and Transmission
City of Caldwell, Idaho

This contract amendment is issued by the City of Caldwell, ("OWNER") pursuant to the Agreement between the ("OWNER") and Bowen, Collins & Associates, Inc. ("ENGINEER").

1. SERVICES

Attachment A consists of a letter proposal and expands the project scope to include additional services.

2. COMPENSATION

Compensation is based on a time and materials basis. The task order limit will be amended as indicated below for completing the additional services described in the "SERVICES" above.

Original Contract Limit Not to Exceed	$137,200
Amendment No. 1 Amount	$151,600
Amendment No. 2 Amount	$126,400
Amendment No. 3 Amount	$84,000
Revised Contract Total	**$499,200**

3. PERIOD OF SERVICES

The services under this amendment shall commence on approval of this amendment and receipt of the required data listed in Attachment A.

4. DELIVERABLES

See Attachment A for scope of work and deliverables.

The parties have executed this task order effective this ___ day of _____.

CLIENT		**ENGINEER**	
By	_____	By	Greg Loscher, P.E.
Title	_____	Title	Principal
Date	_____	Date	

ATTACHMENT A
SCOPE OF SERVICES

BOWEN COLLINS & ASSOCIATES

776 EAST RIVERSIDE DRIVE, SUITE 250 • EAGLE, IDAHO 83616
TEL: 208.939.9561 • FAX: 208.939.9571

June 26, 2026

John Prebonick, PE
City of Caldwell
205 South 6th Avenue
Caldwell, Idaho 83605

Subject: Contract Amendment 3 – Well 17 Boosters and Transmission

Dear John:

Thank you for giving Bowen, Collins & Associates (BC&A) the opportunity to continue serving the City of Caldwell on the Well 17 Boosters and Transmission projects. This letter outlines the added services BC&A will provide to support these projects through construction.

Project Overview

The transmission and well house projects had overlapping construction areas and schedules. The transmission project is complete but met unexpected conditions that increased costs. The well-house improvements project is nearing completion and requires the added services detailed in this proposed amendment.

Additional Services

1. Transmission Project:
    a. Coordination with Neighboring Project - BC&A provided additional design and construction support to accommodate unanticipated and changing field conditions at the intersection of Moss and Indiana. This included conflicts with the Pioneer Irrigation Easement, the roadway changes from the Cedars development work at the intersection, and modifications needed to change connectivity with the available valves.
    b. Extended Construction Schedule - The contractor required more time than expected to assist with issues encountered in the field and needed more frequent inspections than planned.
2. Well House Electrical Work:
    a. Existing Electrical Challenges - Redesign and added coordination was needed to accommodate the older equipment discovered at the well house relating not only to the replacement generator but also the control and operation of the existing and new pumps.
    b. Generator Installation Support - This task includes the review of the generator submittal, preinstallation inspection, oversight of load bank testing, and coordination meetings with the contractor.
3. Well House Additional Civil and Structural Work:
    a. Pavement and Rock – An access road and an extended pavement area has been added to the project. Existing grass areas will be converted to rock. Some additional site

drainage design, material submittals, and inspections have been required for this related work.

b. The generator pad structural design and construction management (submittal review, and site inspections) is also covered under this amendment.

c. Generator pad area paving, gravel and grading site design is included with this scope addition.

Project Schedule

The transmission project has been completed. The well house work is anticipated to be completed by the end of July 2026 except for the generator construction management which will be completed in fiscal year 2027. The corresponding work under this scope will coincide with the installation and construction schedule.

Project Fee

BC&A will complete the additional work as described in this letter on a time and materials basis as an amendment to the existing contract for a fee not to exceed the total shown in Table 1.

Table 1. Proposed Engineering Service Fees

Task No.	Description	Cost
1	Transmission Project	$10,100
2	Well House Electrical	$49,600
3	Well House Additional Civil and Structural	$24,300
	Total	**$84,000**

Sincerely,

Bowen Collins & Associates,

Roland Rocha, P.E.

Memorandum

To:

City Council

Meeting Date:

July 6, 2026

Item Name:

Approve Resolution for a Deferral Agreement with Gennady Babichenko for frontage improvements on 205 W Logan Street.

Summary Statement:

This agreement will allow for the temporary deferral of required frontage improvements along the parent parcel of 205 W Logan St. (parcel # R0577100000) which consists of 120 linear feet +/-. The deferral of said improvements is being proposed with the condition of approval for the simple lot split and future development of this property.

Recommended Action:

It is the recommendation of the Engineering Department that Council approves the Deferral Agreement.

Budget:

Cost:
GL Account:
Timeline:
Department:
Project Manager:

Attachments:

1. 205 W Logan St Deferral Agreement Resolution
2. 205 W Logan St Deferral Agreement

RESOLUTION NO._____

A RESOLUTION BY THE CITY OF CALDWELL, IDAHO ACCEPTING A DEFERRAL AGREEMENT FOR PUBLIC IMPROVEMENT CONSTRUCTION BETWEEN GENNADY BABICHENKO AND THE CITY OF CALDWELL FOR THE PURPOSE OF TEMPORARILY DEFERRING PUBLIC IMPROVEMENT CONSTRUCTION.

Be it resolved that the City of Caldwell, Idaho hereby accepts and approves a "Deferral Agreement" from Gennady Babichenko. This agreement provides the necessary public improvements for the future development of the frontage along the parent parcel of a simple lot split at 205 West Logan Street (R0577100000).

The City Clerk of the City of Caldwell is hereby directed to record the deferral agreement described above and forward a copy to the Engineering Department of said City of Caldwell for preservation in an index of deferral agreements.

PASSED BY COUNCIL of the City of Caldwell, Idaho, this the 6th day of July, 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho, this the 6th day of July, 2026.

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

AGREEMENT FOR DEFERRAL OF PUBLIC IMPROVEMENT CONSTRUCTION RE: INDIVIDUAL LOT DEVELOPMENT

THIS AGREEMENT is made and entered into this ____ of _____2026, by and between THE CITY OF CALDWELL, a municipal corporation and political subdivision, organized and existing by virtue of the laws of the State of Idaho hereinafter referred to as "City", and GENNADY BABICHENKO, a married man, of Caldwell, ID, hereinafter referred to as "OWNER".

RECITALS:

A. Chapter 12, Article 17, of the Caldwell City Code governs development standards in the area of streets, alleys, and street lighting, the dedication of right-of-way, water and disposal of sanitary sewage, stormwater, surface water and other drainage, the installation of curbs, gutters and sidewalks, the connection to city sewer and water systems (when available), and other related areas.

B. Owners/Developers is the owner of, and is desirous of splitting their parcel for development described in **Exhibit "A"** attached hereto and by this reference incorporated herein, in connection with the development of said property, which property is located in or near the City of Caldwell, County of Canyon, State of Idaho, and is hereinafter referred to as "real property", and which infrastructure improvements are described in **Exhibit "B"** and hereinafter referred to as the "proposed infrastructure improvements". Owners development of the property requires the construction of water, sewer, curb, gutter and sidewalks, the construction grading and paving of streets and storm drainage, as is appropriate to the proposed improvement, in accordance with the plans approved by the City of Caldwell Engineer, infrastructure policy, and other applicable laws, ordinances, rules or regulations of the City of Caldwell.

C. Chapter 12, Article 17, of the Caldwell City Code provides for the execution of an agreement with the City, providing for the construction of required infrastructure improvements and the dedication of appropriate right-of-way to all property resulting of the split as a condition of the acceptance of the proposed simple lot split.

D. While Owners will immediately commence construction, installation, or dedication of the proposed infrastructure improvements described in **Exhibit "B,"** the Owners desires to defer the construction of certain of the required improvements and provide for a method to insure the construction of the required improvements.

E. As a condition of the allowance of the construction of the proposed improvements upon any of the real property, the City requires that the Owners construct, or, if deferral is granted, to irrevocably commit to construct the required improvements as set forth on **Exhibit "C,"** attached hereto and by this reference incorporated herein, hereinafter referred to as "required improvements".

F. The parties are desirous of providing for an alternative method by which the construction of the above-stated required improvements shall be financed, if not financed and constructed by the Owners.

G. Chapter 17 of Title 50 of the Idaho Code provides for the formation of local improvement districts, which is a proper and suitable method for guaranteeing the financing of said required improvements at such time as it is determined by the City of Caldwell Engineer that such improvements must be installed.

I. It is necessary that this Agreement be reduced to writing and be recorded in the Recorder's office of the County of Canyon, State of Idaho, for the purpose of providing notice to any subsequent purchasers of any parcels of the real property of the terms and conditions of this Agreement.

J. It is necessary that this Agreement provide for certain remedies on the part of the City in the event that the Owners and/or any subsequent purchasers, heirs, executors, administrators, personal representatives, successors and/or assigns should attempt to construct and place any improvements upon the real property without having fully complied with the terms and conditions of this Agreement.

NOW THEREFORE, based upon the above and foregoing considerations and other good and valuable consideration, the parties do hereby agree as follows, to-wit:

1. APPROVAL OF APPLICATION: The City does hereby approve, subject to the terms and conditions of this Agreement, the application of Owners for the deferral of the construction of the required improvements described in **Exhibit "C"**, attached hereto and by this reference incorporated herein as if set forth at length.

2. NO CONSTRUCTION PRIOR TO COMPLIANCE: No construction of proposed improvements shall be placed upon or within the real property, nor shall the City approve any building permits for the placement thereon of any improvements unless the Owners has completed the construction of the required improvements set forth in **Exhibit "C"** or complied with all of the requirements prerequisite to deferral of construction of said required improvements, in conformance with the terms of this Agreement.

3. PETITION FOR L.I.D.: This Agreement shall be considered a petition by the Owners and by his heirs, assigns and successors in interest, pursuant to Idaho Code § 50-1706, for the formation of a Local Improvement District, which boundaries shall be and include the real property described in **Exhibit "A,"** and which petition shall be for the construction of the required improvements set forth herein **Exhibit "C,"** all in accordance with the terms and conditions of Chapter 17, Title 50 of the Idaho Code, or any subsequent recodification and/or amendments to said local improvement district law.

4. COVENANT RUNNING WITH THE LAND: The terms and conditions of this Agreement shall be deemed to be a covenant running with the land, appertaining to and binding upon the real property herein described and binding upon the parties hereto.

5. CITY'S REMEDIES: The City shall be entitled to apply to the District Court of the Third Judicial District in and for the State of Idaho for an injunction upon anyone who would seek and/or attempt to construct any proposed improvements upon the real property without the terms

and conditions of this Agreement having been complied with, and shall have the remedy of specific performance, shall have the right to go upon the real property to remove any improvements that have been constructed upon the real property in violation of this Agreement, shall have the right to off-set the costs incurred by the City in the filing and prosecution of any said action to enforce the terms of this Agreement, and shall recover any costs incurred in the removal of improvements placed upon the real property in violation of this Agreement.

6. BINDING EFFECT: This agreement shall be binding upon the parties hereto and their heirs, executors, administrators, personal representatives, successors and assigns.

7. HEADINGS: The bold paragraph headings are for convenience only and are not a part of this agreement and shall not be used in interpreting or construing this agreement.

8. GOVERNING LAW: This Agreement shall, in all respects, be subject to and governed by the Laws for the State of Idaho.

9. ATTORNEY FEES TO PREVAILING PARTY: In the event action is brought to enforce any of the terms or provisions of this agreement, the prevailing party in any such action shall be entitled to recover from the losing party reasonable attorney fees, together with such other costs as may be authorized by law.

IN WITNESS WHEREOF, the party hereto have set their hand the day and year first above written.

By: _____
Gennady Babichenko, Owner

STATE OF IDAHO)
)ss
County of Canyon)

On this ____ day of _____, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared Gennady Babichenko, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

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

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

EXHIBIT "A"

AGREEMENT FOR DEFERRAL OF PUBLIC IMPROVEMENT CONSTRUCTION
RE: DEVELOPMENT THROUGH SIMPLE LOT SPLIT
CITY OF CALDWELL
OWNER: **GENNADY BABICHENKO**

The property commonly known as 205 W Logan Street (R0577100000), Caldwell, Canyon County, Idaho, the development of which has necessitated the improvements contemplated in this agreement, is/are more particularly described as follows:

Parcel A:
A parcel of land being a portion of Block 14 and 42 of the Pioneer Subdivision, recorded in Book 4 of Plats at Page 52 of Canyon County Records, being located in the Northeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 28, Township 4 North, Range 3 West, Boise Meridian, City of Caldwell, Canyon County, Idaho, being more particularly described as follows: Commencing at the Center East One Sixteenth Corner of Section 28 of said Township 4 North, Range 3 West, (from which point the Center One Quarter Corner of said Section 28 bears North 89° 20' 46" West, 1323.22 feet distant); Thence from said Center East One Sixteenth Corner, (also known as the Northeast Corner of the Northwest quarter of the Southeast quarter of Section 28), North 89° 20' 46" West, a distance of 329.71 feet on the east-west mid-section line of said Section 28; Thence South 00° 39’ 14" West, a distance of 35.00 feet; Thence North 89° 20’ 46" West, a distance of 52.66 to the POINT OF BEGINNING; Thence South 00° 39' 14" West, 117.64 feet; Thence North 89° 20' 46" West, 67.34 feet; Thence North 00° 39' 14" East, 117.64 feet; Thence South 89° 20' 46" East, 67.34 feet to the POINT OF BEGINNING. The above described parcel contains 0.18 acres more or less.

Parcel B:
A parcel of land being a portion of Blocks 14 and 42 of the Pioneer Subdivision, recorded in Book 4 of Plats at Page 52 of Canyon County Records, being located in the Northeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 28, Township 4 North, Range 3 West, Boise Meridian, City of Caldwell, Canyon County, Idaho, being more particularly described as follows: Commencing at the Center East One Sixteenth Corner of Section 28 of said Township 4 North, Range 3 West, (from which point the Center One Quarter Corner of said Section 28 bears North 89° 20' 46" West, 1323.22 feet distant); Thence from said Center East One Sixteenth Corner, (also known as the Northeast Corner of the Northwest Quarter of the Southeast Quarter of Section 28), North 89° 20' 46" West, a distance of 329.71 feet on the east-west mid-section line of said Section 28; Thence South 00° 39’ 14" West, a distance of 35.00 feet to the POINT OF BEGINNING; Thence South 00° 39' 14" West, 270.00 feet; Thence North 89° 20' 46" West, 120.00 feet; Thence North 00° 39' 14" East, 152.36 feet; Thence South 89° 20' 46" East, 67.34 feet; Thence North 00° 39' 14" East, 117.64 feet; Thence South 89° 20' 46" East, 52.66 feet to the POINT OF BEGINNING. The above described parcel contains 0.56 acres more or less.

EXHIBIT "B"

AGREEMENT FOR DEFERRAL OF PUBLIC IMPROVEMENT CONSTRUCTION
RE: DEVELOPMENT THROUGH SIMPLE LOT SPLIT
CITY OF CALDWELL
OWNER: **GENNADY BABICHENKO**

The following proposed infrastructure improvements, which are required in connection with Owners development of the property described in **Exhibit "A,"** shall be constructed, installed, and/or dedicated, as appropriate, immediately, upon execution and recordation of this Agreement:

1. Connection to the City Potable Water System.

2. Connection to the City Sanitary Sewer System.

EXHIBIT "C"

AGREEMENT FOR DEFERRAL OF PUBLIC IMPROVEMENT CONSTRUCTION
RE: DEVELOPMENT THROUGH SIMPLE LOT SPLIT
CITY OF CALDWELL
OWNER: **GENNADY BABICHENKO**

Construction, installation, and/or dedication of the following required improvements, all of which are required in connection with Owners development of the property described in **Exhibit "A,"** have been approved for temporary deferral in connection with the terms and conditions of this Agreement:

1. Curb, gutter, sidewalk, half street section, asphalt paving, storm water drainage facilities, and street lights to be constructed and installed in accordance with City of Caldwell requirements and standards in place at the time of construction for full property frontage along the parent parcel 205 W Logan Street (R0577100000). The full frontage of 205 W Logan Street consists of 120 linear feet +/-.

Memorandum

To:

City Council

Meeting Date:

July 6, 2026

Item Name:

Approve acceptance of a Quitclaim Deed from Gennaday Babichenko for Right-of-Way across the frontage of 250 W. Logan

Summary Statement:

Gennady Babichenko has dedicated a 10-foot strip of land across the frontage of their property for 120 liner ft =/- for future Right-of-Way development and road improvement. This property is located at 250 W Logan St (R0577000000). The Quitclaim Deed is attached.

Recommended Action:

It is the recommendation of the Engineering Department that Council approves the deed as submitted.

Budget:

Cost:
GL Account:
Timeline:
Department:
Project Manager:

Attachments:

1. 205 W Logan St Quitclaim Deed Resolution
2. 205 W Logan St Quitclaim Deed

RESOLUTION NO._____

A RESOLUTION BY THE CITY OF CALDWELL, IDAHO ACCEPTING A QUITCLAIM DEED FOR RIGHT-OF-WAY FROM GENNADY BABICHENKO FOR THE PURPOSE OF FUTURE ROAD IMPROVEMENTS.

Be it resolved that the City of Caldwell, Idaho hereby accepts and approves "QUITCLAIM DEED" from Gennady Babichenko. This deed provides the necessary Right-of-Way for the future road improvements at 205 West Logan Street (R0577100000).

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 6th day of July 2026

APPROVED BY THE MAYOR of the City of Caldwell, Idaho, this the 6th day of July 2026

Approved By: **Attest:**

Eric Phillips, Mayor

Kristina Buchan, City Clerk

QUITCLAIM DEED

THIS INDENTURE made this ___ day of _____, 2026, between GENNADY BABICHENKO, a married man, 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 4-pages 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.

_____
By: Gennady Babichenko (Grantee)

Date: _____

STATE OF_____)
) ss.
County of _____)

On this ____ day of _____, 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared Gennady Babichenko, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

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

_____
NOTARY PUBLIC FOR IDAHO
Residence:
My Commission Expires:

Regular **Item:** 21.

Memorandum

To:

City Council

Meeting Date:

July 6, 2026

Item Name:

Approve Resolution authorizing the Award of Contract for the Construction of Test Well 25 to Riverside Equipment Services LLC in the amount of $299,420.00

Summary Statement:

The 2026 Test Well 25 Construction Project will construct a multi-level monitoring test well to evaluate groundwater conditions, characterize aquifer water quality, and collect hydrogeologic data to support future municipal water supply development. The test well will be used to evaluate subsurface lithology and groundwater quality and to inform the design and construction of future Municipal Supply Well 25. This project is necessary to support long-term water supply planning and meet increasing water demands in the northern portion of Caldwell's Pressure Zone 1. City staff note the urgency of this project, as growth and water demand continue to increase significantly in areas of Caldwell north of the Boise River.

Recommended Action:

The Caldwell Water Department recommends awarding the contract for the 2026 Test Well 25 Construction Project to Riverside Equipment Services LLC in the amount of $299,420.00 and authorizing the Deputy Public Works Director (Water) to execute the contract documents.

Budget: Finance Review
Budgeted

Cost:	Const in Progress
GL Account:	70-8-25-100-87500
Timeline:	Summer/Fall 2026
Department:	
Project Manager:	

Attachments:

None

COMMUNITY DEVELOPMENT DEPARTMENT
Planning & Zoning Division

COVER SHEET

Staff Planner: Joe Dodson, Principal Planner

DOCKET NUMBER/CASE NUMBER	PROJECT NAME / TITLE
DEV25-000010, & SPP25-000019	Covington Square Subdivision
PUBLIC HEARING DATE	**PROPERTY / LOCATION**
7/6/2026 City Council	0 W. Linden / near the SEC of Farmway and Linden
Continued from June 1, 2026	

BRIEF SUMMARY OF APPLICATION REQUESTS:

☐ Annexation and Zoning ☐ Rezone ☐ Comp Plan Amendment ☐ Zoning Ordinance Text Amendment
☐ Special Use Permit ☒ Preliminary Plat ☐ Planned Unit Development ☒ Development Agreement Mod

IMPACT ANALYSIS SUMMARY

This cover sheet summarizes potential development impacts that may result in the completion of the proposed development. This analysis does not consider the timing or phasing of such development and does constitute a complete assessment. The official staff report should be reviewed for a complete and comprehensive analysis of the project and findings for the project.

PROPOSED LAND USE AND ESTIMATED RESIDENT POPULATION INCREASE

# Proposed Single Family Units:	~~59~~ 48		Population = (DU * 3):	~~177~~ 144
# Proposed Duplex & Multifamily Units:	0		Population = (DU * 2):	n/a
Proposed Commercial Acreage:	n/a		***TOTAL estimated population increase:**	~~**177**~~ **144**

*Population projects are based on the average numbers of persons per household listed within Census.

FIRE SERVICES

Fire Dept Travel Response Time Goals:	90% within 4 min.
Closest Fire Station (in miles):	Station 2 – 2.2 miles
Est. Response Time to Site:	5 minutes
Will this development have other significant impacts on the ability to provide services:	☐ Yes ☒ No
Will this development necessitate additional fire resources and/or equipment beyond current levels:	☒ Yes ☐ No
Will the development pay development impact fees?	☒ Yes ☐ No
Additional Comments from CFD:	The CFD is currently operating with high resource utilization, and continued growth is contributing to increased service demand. Aligning staffing and resources with that demand will help maintain our current level of service.

POLICE SERVICES (no response at time of staff report publication)	
Calls for Service in Area (YTD):	
Call Types within Area:	
Workload Saturation (%):	
Traffic Crash Data:	**See Exhibits**
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
Additional Comments from CPD:	
PUBLIC SCHOOLS	
School District	Caldwell School District
Capacity to Serve *(Based on Response from District)*	☒Yes ☐No ☐ School District was not specific in their response ☐No response received from District
ADDITIONAL COMMENTS:	District stated there is capacity to serve as district has capacity overall and anticipates the Covington Square to have a positive impact on the district. District did state that Linden, as a common route to schools, has multiple sidewalk gaps that should be addressed overall.
Schools that will Serve Development Vallivue Map Caldwell Nampa	Caldwell High School Jefferson Middle School (5th – 6th) Syringa Middle School (7th – 8th) Wilson Elementary
UTILITIES AND INFRASTRUCTURE	
Adequate public utilities and services, including water, wastewater, stormwater, and other necessary infrastructure, are available or can be reasonably extended to serve the proposed development. Utilities shall have sufficient capacity to accommodate the proposed development at building permit issuance. Where necessary, the applicant shall construct or extend required facilities in accordance with City standards as a condition of approval.	☒Yes ☐No
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

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 ☒ Landscaping / Open Space ☐ Land Use Buffering / Screening
☐ Other:

DEVELOPMENT AGREEMENT	
Does the subject parcel(s) have an existing Development Agreement in place?	☒Yes ☐No
If not, is staff recommending the development be subject to a Development Agreement?	☐Yes ☐No ☒ N/A
OTHER SUBSTANTIAL ADVERSE AND DEMONSTRABLE IMPACTS	
N/A	

COMMUNITY DEVELOPMENT DEPARTMENT
Planning & Zoning Division

STAFF REPORT

Staff Planner: Joe Dodson, Principal Planner

DOCKET NUMBER/CASE NUMBER	PROJECT NAME / TITLE
DEV25-000010, & SPP25-000019	Covington Square Subdivision
PUBLIC HEARING DATE	**PROPERTY /LOCATION**
7/6/2026 City Council	0 W. Linden / near the SEC of Farmway and Linden

Continued from June 1, 2026

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 ☐ Short Plat / Condo Plat ☐ Variance ☒Development Agreement Modification

HEARING EXAMINER RECOMMENDATION TO CITY COUNCIL

Recommended APPROVAL of the requested Preliminary Plat be forwarded to City Council for consideration.

I. INTRODUCTION

Application Request Summary:

The applicant, Tiffany Llanos, on behalf of BST Dev LLC, is requesting a development agreement modification to the previously approved development agreement for Wood's Acreage (Covington Square), and preliminary plat approval for Covington Square Subdivision, a residential subdivision with ~~59~~ 48 single-family lots. The site is designated as a Neighborhood-2 place-type within the Comprehensive Plan and is zoned R-1 (Neighborhood Residential). The 14.89 acre development is generally located around the southeast corner of the W. Linden St. and Farmway Rd. intersection, in Caldwell, Idaho.

Public Hearing Requirements:

The applicable deciding body, whether the **Planning and Zoning Commission, Hearing Examiner** and/or **City Council**, must conduct public hearings for the following application proposals in accordance with Idaho Code, Title 67, Chapter 65 and the following Caldwell Municipal Code Sections:

- **Preliminary Plat** Proposals (Quasi-judicial) in accordance with Caldwell Municipal Code Section 11-02-03 (1) E1 and 11-02-03(1)E4. (Heard by Commission/Hearing Examiner and City Council);
- **Development Agreement Modification** Proposals (Contractual) in accordance with Caldwell Municipal Code Section 10-03-11(2)F. (Council Only).

Applicable Regulations and Guiding Documents:	• City of Caldwell Zoning Ordinance No. 1451, as amended • City of Caldwell Subdivision Ordinance, as amended • City of Caldwell Comprehensive Plan, as amended • Treasure Valley Tree Selection Guide • Bicycle and Pedestrian Master Plan • Caldwell Transportation Master Plan • Caldwell Utility Master Plan • International Fire Code • Idaho Code

II. HEARING BODY REVIEW AND APPROVAL CRITERIA

ADOPTED REVIEW AND APPROVAL CRITERIA – Subdivision Preliminary Plat *in accordance with Caldwell Municipal Code 11-02-03.*

(Quasi-judicial proceedings)
The city council, prior to approving a preliminary plat request, shall find and conclude the **requests have met ALL of the criteria identified below**:

1. The plat is in compliance with "city code" as herein defined; and
2. The plat is consistent with the city comprehensive plan; and
3. Public services and utilities are available or can be made available and are adequate to accommodate the proposed subdivision; and
4. The plat is consistent with the city transportation master plan; and
5. The subdivision preserves natural, scenic, or historic features on the site that is being developed, if applicable.

III. PROJECT INFORMATION

Application Type(s):	Preliminary Plat and Development Agreement Modification
Project Name:	Covington Square Subdivision
File Number (s):	File No. DEV25-000010 & SPP25-000019
Applicant:	Tiffany Llanos
Property Owner:	BST Dev LLC
Project Site Address:	0 W. Linden St., Caldwell, Idaho
Project Site Location:	The subject site is located around the SEC of the W. Linden St. and Farmway Rd. intersection, with the plat area is described as a portion of the NW ¼ of the NW ¼ of Section 33, T4N, R3W.
Project Site Parcel Number(s):	R2798301000
Project Site Acres:	Total of approximately 14.89 acres, more or less
Jurisdiction:	The property(s) are currently located within the City of Caldwell

Site/Project Background and History:

The subject site was annexed into the City of Caldwell in 2019 (ANN-19-02) with a zoning designation of R-1(Neighborhood Residential) by a previous owner/developer, Greencastle Building LLC, and included an Annexation Agreement memorializing the R-1 zoning. Further, at the time of annexation, a preliminary plat was approved for a Covington Square Subdivision (SUB-19P-03) that included 29 single-family residential building lots. The original Covington Square plat expired in 2025 following at least one time-extension request being approved since 2019.

The subject site appears to have remained in its historic agricultural use until approximately 2020 with minimal signs of plowing apparent since. No known structures exist on the subject site. The Applicant initially submitted a Rezone of the subject site with a request to go from R-1 to R-2 zoning—following further review and discussion, Staff recommended the Applicant withdraw the Rezone request and propose a plat that is consistent with the existing R-1 zoning. The Applicant obliged this recommendation and submitted revised drawings in March, 2026. The review completed herein is based upon the revised drawings received and **DO NOT** include any Rezone request.

IV. STAFF REVIEW AND ANALYSIS - SITE

Floodplain: The property is not within a floodplain.

Mature Trees: A handful of existing trees may be located near the south property boundary near the southwest corner of the lot. All existing vegetation is planned to be removed prior to development of the subject site.

Streams & Creeks: None

Wildlife Habitat: None

Riparian Habitat: None

Sleep Slopes & Hillsides: None

Canals, Ditches & Drains: None

Other Site Features: None

Outparcels; Describe: A large outparcel (approx. 3 acres) containing a single-family home and accessory buildings exists at the hard corner of Linden/Farmway that is not yet annexed into the City of Caldwell, 1215 W. Linden. The project is not proposing to create any additional outparcels and the Applicant is proposing to place new internal local street right-of-way directly adjacent to the outparcel for future connectivity, should that site ever be redeveloped. This would allow the outparcel to take access through the subject site out to Dorman Avenue instead of onto Farmway or Linden near the busy intersection that is access controlled by Highway District 4.

Fire Service Provider:	Caldwell Fire	
Police Service Provider:	Caldwell Police	
School District:	Caldwell School District	
Water Provider:	City of Caldwell (Municipal Water)	
Sewer Provider:	City of Caldwell (Municipal Sewer)	
Trash Provider:	Republic Services	
Irrigation Service:	TBD	
Irrigation District:	Pioneer Irrigation District	
Other Providers:	N/A	
Site and Surrounding Land Uses:	*Site:*	Vacant land – previously farmed
	North:	County Residential; Church
	South:	County Residential
	East:	County Residential & City single-family residential
	West:	Farmland and County single-family homes
Site and Surrounding Zoning Classifications:	*Site:*	R-1 – City of Caldwell
	North:	R-1 – City R-1 – Canyon County
	South:	R-1 – Canyon County
	East:	R-1 – Canyon County R-1 – City
	West:	Agricultural – Canyon County
Site and Surrounding Comprehensive Plan Land Use Designations:	*Site:*	Neighborhood 2
	North:	Neighborhood 2
	South:	Neighborhood 2
	East:	Neighborhood 2
	West:	Neighborhood 2

V. STAFF REVIEW AND ANALYSIS – PRELIMINARY PLAT AND DEVELOPMENT PLAN

The following section provides the staff analysis pertaining to the preliminary plat application.

The preliminary plat review criteria set forth within the Caldwell Municipal Code 11-02-03 is cited below in **BOLD** with staff comments following. For preliminary plats, **ALL** of the criteria must be met. This review criteria provides the framework for decision making for the Commission, Hearing Examiner and City Council.

Land Use Analysis

The following is a breakdown of all proposed land uses, number of buildings, number of dwelling units, and proposed phases for development. Since the time this application was heard by the Hearing Examiner, the applicant has redesigned their plat to reduce the density and remove the townhomes, leaving only 48 single family detached lots at the request of the neighbors.

Phased Development?	☒ Yes ☐ No	**How Many Phases?**	2
Residential Land Uses	**# of Lots**	**# of Buildings**	**# Dwelling Units**
Dwelling - Single-Family (detached)	~~35~~ 48	Same as # of DU	~~35~~ 48
Dwelling - Single-Family Townhouse (3 or <)	~~24~~ 0	Same as # of DU	~~24~~ 0
Common Lots	12	N/A	N/A
TOTAL	**~~71~~ 60**	**~~59~~ 48**	**~~59~~ 48**

Bulk and 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, and standards for lot dimensions and spatial arrangements. The following are the required bulk requirements and dimensional standards for the applicable zoning district in accordance with Caldwell City Code, and the dimensions proposed by the subject development.

R-1 Zone Standards (Single-family Detached)		
Minimum Lot Size	**Required**	**Proposed**
Interior Lot Area (sq. ft.)	8,000	~~8,030~~ 8,004
Corner Lot Area (sq. ft.)	9,500	n/a
Minimum Lot Width / Frontage (ft.)	50	53
Setbacks	**Required**	**Proposed**
Front Yard Setback, Garage; Minimum (ft.)	22	**Verified at time of Building Permit**
Front Yard Setback, Living Area; Minimum (ft.)	15	‘’
Interior Side Yard Setback (ft.) (Minimum)	5	‘’
Street Side Yard Setback (ft.) (Minimum)	15	‘’
Rear Yard Setback (ft.) (Minimum)	20	‘’
Alley (Garage/Parking) Setbacks: Minimum (ft.)	5	‘’

Table below to be removed as the applicant is no longer proposing an attached product.

~~**R-1 Zone Standards (Single-family Attached)**~~		
~~**Minimum Lot Size**~~	~~**Required**~~	~~**Proposed**~~
~~Interior Lot Area (sq. ft.) – attached dwellings~~	~~2,000~~	~~3,520~~
~~Corner Lot Area (sq. ft.)~~	~~2,500~~	~~n/a~~
~~Minimum Lot Width / Frontage (ft.)~~	~~30~~	~~32~~
~~**Setbacks**~~	~~**Required**~~	~~**Proposed**~~
~~Front Yard Setback, Garage; Minimum (ft.)~~	~~22~~	~~**Verified at time of Building Permit**~~
~~Front Yard Setback, Living Area; Minimum (ft.)~~	~~15~~	~~‘’~~
~~Interior Side Yard Setback (ft.) (Minimum)~~	~~5/0*~~	~~‘’~~
~~Street Side Yard Setback (ft.) (Minimum)~~	~~15~~	~~‘’~~
~~Rear Yard Setback (ft.) (Minimum)~~	~~15~~	~~‘’~~
~~Alley (Garage/Parking) Setbacks: Minimum (ft.)~~	~~5~~	~~‘’~~

~~* Zero foot lot-line for the attached product type only.~~

Scale and Massing (R-1 in general)	Required	Proposed
Maximum Building Height (ft.)	30	TBD – appears compliant
Residential Density Range in Gross units / acre	2 - 8 du/ac	**~~3.96~~ 3.22 du/ac**

Staff Comments:

Since the application was heard and recommended for approval by the Hearing Examiner, the application has slightly modified the plat at the request of the nearby neighbors to reduce the density from 59 units to 48 units and remove all attached townhome products, leaving only single family detached residential units, which are principally permitted in the existing R-1 zoning district.

~~The subject plat depicts two types of single-family dwellings, single-family detached and single-family attached dwellings (no more than two units attached). Both proposed land uses are **principally permitted** in the existing R-1 zoning district.~~

The plat depicts ~~35~~ 48 single-family detached lots with a minimum lot size of 8,030 square feet and an average lot size of 8,454 square feet across the ~~35~~ lots. Each lot is depicted with frontage widths in excess of the minimum code standard of 50'. ~~For the proposed single-family attached lots, 24 lots are proposed with no more than two units attached to create a "duet" style of townhome. The minimum lot size for these lots is 3,520 square feet with an average lot size of 3,544 square feet. Each attached lot is depicted with a minimum lot frontage of 32'. With all lots accounted for,~~ the proposed density is ~~3.96~~ 3.22 dwellings per gross acre, considered a low-density subdivision.

Further, although building setbacks are determined and verified at the time of building permit for single-family residential dwellings, the submitted plat depicts setbacks and all appear to comply with the standards outlined above and in 10-05-04 of Caldwell City Code.

Off-Street Parking Standards Analysis

Caldwell City Code 10-02-05 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 pedestrian amenity requirements for the proposed land uses, and the amount proposed by the subject development:

Residential Off-Street Parking		
Dwelling - Single-Family/Townhouse/Two-Family (Duplex)	**Minimum Required**	**Proposed**
Off-Street Parking Spaces (Minimum) - 2.0 per dwelling unit	~~118~~ 96	~~236~~ 192, minimum
ADA Accessible Parking Spaces	**Minimum Required**	**Proposed**
ADA Accessible Parking Spaces	NOTE: It is the applicant's responsibility to ensure that all federal ADA requirements are met for parking. ADA parking will be reviewed at time of building permit.	
TOTAL VEHICLE PARKING:	~~118~~ 96	~~236~~ 192+

Staff Comments:

Based on staff review and the analysis within the Off-Street Parking Analysis Table above, the project is proposing off-street parking as required by Caldwell City Code Section 10-02-05. Each home appears to be proposed with a two-car garage and two-car driveway which will account for off-street parking in excess of code requirements.

All parking spaces shall meet the minimum stall width, parking stall length and aisle width as indicated in Section 10-02-05 (3), Table 1 of Caldwell City Code.

Any vehicular use area utilized for emergency access shall be engineered and constructed to be capable of supporting a minimum vehicle load of eighty thousand (80,000) pounds.

Therefore, the subject development proposes parking in excess of code requirements.

Safe Routes to School Analysis:

As required by Caldwell City Code Section10-02-02 (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.

Safe Routes to School Standards	
Standards	**Analysis**
Is the project a residential or multifamily subdivision and/or development that is in the "walk zone" or within a 1 ½ mile radius of a school?	☒ Yes ☐ No If yes, they must comply with the following requirements:
Development shall provide a level, ADA accessible sidewalk with minimum cross slopes where sidewalks cross is required. These pathways shall connect to schools where needed and shall be on the shortest and safest route.	☒ Compliant ☐ NOT Compliant ☐ NA
Development shall provide curb ramps in accordance with the latest ADA design standards.	☒ Compliant ☐ NOT Compliant ☐ NA
Development shall provide crosswalks and/or protected crosswalks, as required by the city.	☐ Compliant ☐ NOT Compliant ☒ NA
Crosswalks provided	☐ Yes ☒ No
Are unprotected/uncontrolled crosswalks allowed (no signal or stop sign)	☒ Yes ☐ No
Are protected crosswalks required (at a stop sign or signal)	☐ Yes ☒ No
Are flashing beacons required	☐ Yes ☒ No

Staff Comments:

The Covington Square Subdivision is within the 1.5-mile walk zone of Wilson Elementary. Staff and the Caldwell School District call out that Linden is the main vehicular and pedestrian route from this site to Wilson Elementary and multiple sidewalk gaps exist along this corridor. Because of the sidewalk gaps, Linden is not considered a safe pedestrian route for students and they may need to be bused, per the Caldwell School District letter. Aerial imagery depicts more available sidewalk on the north side of Linden than what currently exists on the south side of Linden.

The subject development proposes to construct sidewalk along their entire frontages to Dorman, Linden, and Farmway (if not completed as part of widening project). The construction of these sidewalks helps close some sidewalk gaps, especially along Dorman where multiple neighbors have noted safety concerns for pedestrians.

There are dozens of landowners between the subject site and Wilson Elementary, some being annexed into the City and some still located within the County. This creates great difficult in requiring any Applicant to construct any additional sidewalk off-site. Because of the new sidewalks proposed and required by this development, overall pedestrian safety is increasing in the area, so Staff finds this standard is met as proposed.

Landscaping, Buffering, Screening, Open Space, Pathways and Amenities:

Staff analyzed the project for compliance with Caldwell City Code Section 10-02-09 for landscaping, screening, buffering, open space, and pathways. The following table provides an overview of city code requirements, and the proposed development plan.

Street Landscape Buffers		
Farmway – Arterial (807 LF):	**Min. Required**	**Proposed**
Buffer Width:	25' wide	25'
Sidewalk:	10' multi-use	~~7' attached (conditioned to comply)~~ 10' multi-use
Berms:	Yes	Yes
Class I tree: - One per 25 LF - No more than 50% of the trees		n/a
Class II tree: - One per 35 LF	23 trees	27 trees
Shrubs: - One per 4 LF	202 shrubs	202 min.
Groundcover:	20-50% turf grass Min. 50% shrubs, flowers, and other vegetative groundcover (besides turf)	22% sod coverage – Compliant
Linden – Arterial (299 LF):	**Min. Required**	**Proposed**
Buffer Width:	25' wide	25'
Sidewalk:	5' wide detached or 7' attached	7' attached
Berms:	Yes	Yes
Class I tree: - One per 25 LF - No more than 50% of the trees		3 trees
Class II tree: - One per 35 LF	9 trees	8 trees
Shrubs: - One per 4 LF	77 shrubs	77 min.
Groundcover:	20-50% turf grass Min. 50% shrubs, flowers, and other vegetative groundcover (besides turf)	48% sod coverage – Compliant
Dorman – Local (1,286 LF):	**Min. Required**	**Proposed**
Buffer Width:	10' wide	10'
Sidewalk:	5' wide	5' attached

Class I tree: - One per 25 LF - No more than 50% of the trees		9 trees
Class II tree: - One per 35 LF	37 trees	30 trees
Shrubs: - One per 4 LF	321 shrubs	321 min.
Groundcover:	20-50% turf grass Min. 50% shrubs, flowers, and other vegetative groundcover (besides turf)	0% sod coverage – **ALT required**

Open Space and Land Use Buffers		
Open Space: Non-Multi-Family Development	**Min. Required**	**Proposed**
Qualifying Open Space (Minimum):	8% = 1.19 ac.	~~**1.81 ac.**~~ **1.21**
Tree Requirement: - To be depicted on plans	1 tree per 5,000 square feet = 16 trees	Compliant

Pathways and Pathway Landscaping:		
Public Pathways:	**Required**	**Compliant**
Irrigation/Drain Pathways:	No	n/a
Regional Pathway (10' multi-use):	Yes – Farmway Corridor	Yes ~~No~~ – Part of Farmway Corridor project
Wayfinding and Directional Signage:	No	n/a
Fencing (Both Sides of Pathway):	No	n/a
Neighborhood Pathways:	**Required**	**Compliant**
Min. 5' wide asphalt or concrete pathway	Yes	Yes
- Min. 5' landscaping along both sides	Yes	Yes
- Combination of trees, shrubs, lawn or other vegetative or nonvegetative groundcover so that the entire pathway landscape buffer area on both sides of the paved surface is completely covered	Yes	Yes
- 25 shrubs for every 100 lineal feet	Yes	Yes
Community Pathways:	**Required**	**Compliant**
Min. 8' wide asphalt or concrete pathway	Yes	Partial
- Landscaping along both sides	5'	Yes
- Shrubs	15 every 100 linear feet	Yes
- Trees	(1) Class I or II every 40 linear feet	Yes

Staff Comments (Landscaping, Buffers, Open Space):

The subject development includes open space in excess of minimum code requirements for a standard subdivision by providing approximately 8.13% ~~12%~~ qualified open space where 8% is required. In addition, the Applicant is proposing three amenities where none are required: a gazebo, outdoor seating, and a tot-lot with a play structure.

The submitted landscape depict compliance or show landscaping in excess of nearly every code standard. When the application went to the Hearing Examiner, the landscape plan was showing an attached 7' sidewalk along Farmway Rd. Since that time, the applicant has revised their plat and landscape plans to depict the required 10' detached pathway along Farmway Rd. ~~The exception to this is in regards to some pedestrian facilities. Specifically, the plans depict 7' attached sidewalk along Farmway but the approved Farmway Corridor plan with Highway District 4 (HD4) requires 10' detached pathway on each side of Farmway. The Applicant may not have been aware of this but both the City and HD4 are requiring modification to the Farmway frontage design to depict the required 10' pathway within the required right-of-way and street buffer.~~ In addition, the Dorman Avenue buffer, a local street buffer, is depicted with zero sod groundcover where 20% minimum is required by code. Because this buffer is relatively thin and most often a 10' local street buffer is not applicable, providing grass for this area may not be the best option for either aesthetics or water usage. Nonetheless, the Applicant should comply with the 20% minimum or request an administrative Alternative Compliance at the time of Final Plat submittal.

The Applicant has proposed landscape street buffers that are compliant with code and at least one large open space area, central to the development. The central open space area is over ½ acre and includes a large open area that can be utilized for ball play. Further, the required 8' community pathway meanders through the central open space lot, providing better pedestrian access to this area and through the site as a whole.

Overall, Staff finds the proposed landscaping to be sufficient for the proposed development in location and design, vegetation, and access. Additional analysis on the 8' community pathway requirement is below.

Regional Pathways Analysis

Staff notes the 2040 Bicycle and Pedestrian Master Plan identifies the Farmway Road corridor to contain 10' multi-use pathway/sidewalks along each side of the roadway.

Staff Comments:
The noted design with 10' multi-use sidewalks within the Farmway corridor is depicted within the Farmway Road Corridor plan, adopted by the City and HD4, and the Applicant ~~should be required~~ has revised their plans to comply. ~~As noted above, the Applicant depicts 7' attached walk so a condition of approval has been added requiring the plans to be updated to depict the required 10' multi-use sidewalk.~~

Neighborhood Pathways Analysis:

The applicant is proposing five-foot (5') wide neighborhood pathways to provide pedestrian connectivity between common open space areas and public pathways, throughout the development. The pathway will have a minimum five-foot (5') wide landscape buffer along both sides. The pathway, then, shall be a total width of fifteen feet (15') consisting of five feet (5') of paved surface and five feet (5') of landscaping on either side of the paved surface. All pathways will be constructed of asphalt and/or concrete and will be ADA Accessible.

Staff Comments:
The neighborhood pathway type, width, location, landscaping, and plantings being proposed are in compliance with Section 10-02-08-7(4) of Caldwell City Code.

Community Pathways Analysis:

The applicant is proposing an eight-foot (8') wide community pathway within the central open space and within a common lot to access the sidewalk along Farmway. Said community pathway is not depicted as a continuous 8' section throughout the site, east-west, as required by code.

Staff Comments:
The pathway type, width, location, landscaping, and plantings being proposed are ~~generally~~ in compliance with Section 10-02-08-7(4) of Caldwell City Code. ~~However~~, there are two segments within the development where 5' attached local street sidewalk ~~should be~~ has been replaced to maintain the 8' community pathway east-west through the entire development. These two locations are: the sidewalk on the north side of Quail Meadows St. (project entrance from Dorman), and a segment from the central open space lot to the pathway lot out to Farmway. The 5' sidewalk on either side of proposed Bromley Avenue between these two open space lots ~~should be~~ has been changed to 8' wide to comply with this standards.

Fencing and Screening Analysis:

Staff Comments:
Although not required by code, two fencing types and heights are proposed throughout the development including 6' vinyl privacy fencing and 4' open vision metal fencing (wrought-iron type).

Any future trash enclosures for the non-residential lots will be required to be screened with landscaping/fencing in accordance with the City Code. Any ground mechanical units shall be screened with landscaping/fencing in accordance with the City Code.

Staff Comments:
The fence types proposed are in compliance with Caldwell City Code 10-02-07.

Criteria #1: Is the plat in compliance with city codes?

Staff Comments:

Based on staff's review and analysis of the proposed subdivision plat, the plat is in compliance with the purpose of the R-1 zoning district, the land use schedule, bulk and dimensional standards, density allowances, landscaping standards, buffering standards, screening standards, off-street parking standards, common open space standards and all other development standards, if all conditions of approval are met.

Criteria #2: Is the plat consistent with the City Comprehensive Plan?

NOTE: "Consistency" does not require perfect alignment with every policy within the comprehensive plan. Instead, it means the proposal advances or supports the overall vision of the plan, aligns with the future land use map (FLUM) designation(s) and does not conflict or undermine key goals or policies.

The future land use designation for the subject site is Neighborhood 2. **Neighborhood 2** is the most prevalent place type in the City 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 are anticipated in the Neighborhood 2 place type from varying single-family housing types (traditional single-family detached lots, small lot single-family homes (including ADU), single-family attached) to missing middle housing (duplexes, triplexes or fourplexes).

House-Scale Buildings are anticipated in the Neighborhood 2. This means housing that matches the size of a typical house, in terms of form, height, building footprint, and architectural details. House scale buildings are uniformly setback off streets with separation between buildings. The typical scale and massing within this place type is 3 stories or less. As noted, 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.

Staff Comments:

The plat proposes a low density residential development with ~~two different housing types~~, traditional single-family detached dwellings ~~and single-family attached dwellings, no more than two attached~~. ~~The single-family attached townhomes are proposed to be located within the interior block of the project, completely surrounded by internal roadway and other lots; no townhome lot touches a detached lot proposed within the development or to any existing adjacent lot. Further, the attached product is proposed as being no more than two units attached and no more than two-story in height, providing for a house-scale building type while offering a different housing type, as desired by the Comprehensive Plan.~~ Around the entire ~~perimeter of the subject~~ development, traditional detached single-family lots are proposed that are 100% compliant with the base R-1 zoning standard lot size of 8,000 square feet minimum. Proposing the detached lots ~~around the perimeter of~~ throughout the development help to transition to the existing, larger single-family lots to the south and east of the project.

The proposed elevations show house-scale buildings ~~across both housing types~~ with varying roof profiles, consistent material patterns, and overall scaling. The proposed land uses and design characteristics are consistent with the comprehensive plan, especially the Neighborhood 2 place type. Therefore, the proposed plat is consistent with the overall vision of the plan and advances or supports the following goals and policies:

Comprehensive Plan Goals and Policies:

The comprehensive plan has an overarching vision, followed by five (5) vision themes through the plan. Each vision theme has its own set of goals and policies.

Overarching Vision: The overarching vision of the Comprehensive Plan is to honor Caldwell's heritage while embracing its future through thoughtful growth, mixture of housing, accessible community connections, and distinct spaces.

The following Comprehensive Plan Goals and Policies (listed by chapter, goal and/or policy number) that may be relevant to this zone change request are shown below, followed by staff comments.

Vision Theme: A Connected Community

Goal 1: 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.
Staff Comments:

Development Impact Fees are paid at the time of permit issuance to assist in mitigating impacts and maintain/enhance community levels of service.

Goal 1: Policy 1.2: Design local and collector streets in a manner that provides good circulation as well as connections to adjacent developments.
Staff Comments:

The development is constructing new internal local streets for all individual lot access, prohibiting direct access to the adjacent arterial corridors of Farmway and Linden. Further, the development is not providing any direct access to Dorman despite it being classified as a local street where access could be taken from. The Highway

District specifically noted that access to Dorman should be discouraged due to it functioning as a collector despite being classified as a local street. No stub streets are extended to the subject site for continued connectivity, but the Applicant is proposing internal right-of-way adjacent to the outparcel at the corner of Farmway and Linden should that property ever redevelop and access is limited by the City or the highway district. The proposed plat is consistent with the Caldwell Transportation Plan.

Goal 2: Policy 2.2: Create alternative access points when developing property along principal arterial and collector roadways, to minimize direct access driveways wherever possible.
Staff Comments:

The development is not proposing access to the arterial roadways of Farmway and Linden while providing future access opportunity for the existing outparcel at the SEC of the intersection, consistent with this policy.

Goal 3: Policy 3.4: Transition the intensity of land uses away from the activity corridor with multifamily housing, landscaping, and through building design.
Staff Comments:

The development proposal to include detached single-family family throughout ~~around the perimeter of the site while providing an alternative housing option in the interior of the project~~ under the overarching density of 3.22 ~~3.96~~ du/ac, transitions the intensity of development from the busy Farmway corridor and buffers the existing single-family homes further away from Farmway that currently have no effective barrier at this time.

Goal 4: Policy 4.4: Close gaps in the sidewalk network to provide continuous and accessible pedestrian pathways throughout the city.
Staff Comments:

The development is providing sidewalks throughout the development as well as along each adjacent roadway, Farmway, Linden, and Dorman. All proposed sidewalks will help close existing sidewalk gaps in the pedestrian network, especially along Dorman where pedestrian safety has been a noted concern by existing neighbors in the area.

Goal 6: Prioritize public safety in transportation infrastructure and design.
Staff Comments:

The development is providing for proper ingress/egress and access for emergency vehicles and responders, including secondary routes, adequate street widths and turning spaces. In addition, all street, parking and driveway designs are adequately sized to accommodate the turning radius of public safety equipment.

~~**Vision Theme: Quality Neighborhoods to Call Home**~~

~~**Goal 1:** Diversify housing options to accommodate varying household incomes, lifestyles, and sizes.~~
~~Staff Comments:~~

~~*The mix of traditional detached single-family homes and two-attached townhomes will allow for the mix of housing types specifically called out in the comprehensive plan. This variety of housing types and sizes will provide additional affordable rental and ownership opportunities, for varying income levels, housing needs, and housing desires.*~~

~~**Goal 2: Policy 2.1:** Discourage monotonous housing developments, both in architectural style and in housing type.~~
~~Staff Comments:~~

~~*The subject development proposes two types of housing within the same development. One of which should offer transition from the busy arterial corridors to adjacent development and the other should offer an additional housing option for varying income levels or housing desires. The proposal to include housing options not in the immediate vicinity show consistency with this policy.*~~

Criteria #3: Are public services and utilities available or will be made available and are adequate to accommodate the proposed subdivision?

Analysis of Public Services and Utilities	
Sewer:	Sanitary sewer capacity for this development is currently available, per the City of Caldwell Engineering Department. However, it is always the responsibility of each development to ensure capacity exists at the time of construction.
Water:	Water for the site is located directly adjacent to the subject site to the east in Dorman and to the west in Farmway. Adequate water is available but water pressure issues exist within Pressure Zone 2 south of I-84, the area and zone of the subject property. The City of Caldwell Engineering staff report memo states this shortfall is being remediated at this time but reserves the right to restrict any phase of final plat and associated building permits should the issue create such a hurdle.
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 but near existing CMID infrastructure to the east and south. Any issues related to access to a pressurized irrigation system will be addressed by the Engineering Department.
Stormwater:	The applicant proposes retaining storm water on site, per City Code.
Schools:	The subject site is located within the Caldwell School District. The schools that are currently planned to serve this development are Caldwell High School, Jefferson Middle School and Syringa Middle School, and Wilson Elementary. The letter received from the district states the district has plenty of capacity at this time and anticipates the subject development will be a welcomed addition to the community and school district. Further, the district noted concerns with existing sidewalk gaps along Linden.
Police:	Emergency police services are provided by the City of Caldwell Police. The nearest police station is approximately 2.5 miles away from the furthest point of the development. See cover sheet and exhibit for more specific comments.
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. CFD states "[the department] is currently operating with high resource utilization, and continued growth is contributing to increased service demand. Aligning staffing and resources with that demand will help maintain our current level of service."

Staff Comments:

Based on public agency reviews and submitted comments, adequate public utilities and services, including water, police, fire, stormwater, schools, and other necessary infrastructure, are available or will be reasonably available to serve the proposed development.

Criteria #4: Is the plat consistent with the city Transportation Master Plan?

A plat is considered consistent if it implements the planned street network, does not preclude future planned improvements, provides required right of way dedication, aligns with the functional classifications (arterial, collector, local), and supports connectivity, safety, and multimodal transportation.

Analysis of Components for Transportation Master Plan	
Street Frontage:	The Covington Square Subdivision has frontage to Farmway Road along the west boundary, Linden Street at the north boundary, and Dorman Avenue along the east boundary.
Street Classifications:	Farmway Road – Principal Arterial; W. Linden Street – Minor Arterial; Dorman Avenue – Local Street
Right of Way Dedication:	Right-of-way dedication is required along each classified roadway, if it has not already been dedicated.
Proposed Site Access and Connectivity:	The development is proposing a new local street access to Dorman Ave but no direct lot access, per the highway district desire. Access to individual lots is proposed via local streets and alleys. No direct residential lot access is proposed nor allowed to any of these classified roadways. To comply with fire code, the Applicant is proposing an emergency secondary access to Farmway which the Fire Department has approved.
Traffic Impact Study (TIS):	A TIS was **NOT** required for this application due to the number of lots proposed. The typical threshold is 100 lots/dwellings and the proposed subdivision is approximately 60% of that.

Staff Comments:

Based upon the above analysis and the information received from the City of Caldwell Engineering Department, the proposed plat is consistent with the City Transportation Master Plan. The subdivision implements the planned street network by dedicating right-of-way for adjacent roadways and prohibits access to classified roadways. The design provides adequate internal connectivity to each individual building lot, avoids the creation of isolated street segments where possible, and includes pedestrian infrastructure consistent with adopted standards. The proposal does not conflict with any planned transportation improvements and supports safe and efficient movement of vehicles, pedestrians, and cyclists.

Criteria #5: Does the subject site that is being developed have natural, scenic, or historic features? If so, is the subdivision design preserving those features?

Staff Comments:

The subject property does not contain any natural, scenic, or historic features to preserve so this criteria is not applicable for the subject development.

VI. PUBLIC NOTIFICATIONS

The following noticing was completed in accordance with Caldwell City Code Section 10-03-12.

Public Hearing Notifications	
Notice Type	**Date**
Neighborhood Meeting Held	8/26/2025
Public Agency Notification Sent for Notification of Both Hearings (See attached exhibit for list of agencies notified)	2/18/2026
(500') Radius Notices Mailed - Hearing Examiner Hearing (Min. 15 days prior to hearing)	4/8/2026
Legal Ad Published - Hearing Examiner Hearing (Min. 15 days prior to hearing)	4/11/2026
Physical Site Posted - Hearing Examiner Hearing (Min. 15 days prior to hearing)	4/8/2026
Applicant Proof of Posting Received - Hearing Examiner Hearing	4/8/2026
Hearing Examiner Public Hearing	4/28/2026
Notice Type	**Date**
(500') Radius Notices Mailed – City Council (Min. 15 days prior to hearing)	5/12/2026
Legal Ad Published – City Council (Min. 15 days prior to hearing)	5/15/2026
Physical Site Posted – City Council (Min. 15 days prior to hearing)	5/14/2026
Applicant Proof of Posting Received – City Council (Min. 10 days prior to hearing)	5/14/2026
Originally Scheduled City Council Public Hearing	6/1/2026
Continued to City Council Public Hearing	7/6/2026

VII. POLITICAL AGENCY 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 **PA-Exhibits** attached hereto.

Public Agency Responses Received	
Agency Name	**Comments/Description**
Caldwell Engineering Department	Memo with Conditions of Approval.
Caldwell Fire Department:	Impact Statement and Conditions of Approval, including required secondary emergency access out to Farmway.
Caldwell Police Department.	No response at time of publication of staff report.
Caldwell School District	Letter providing information about schools serving development with noted capacity

	within the district. Also noted existing sidewalk gaps along the entire Linden corridor.
Highway District #4	Letter provided with general requests for ROW dedication to the City for adjacent roadways and anticipated design for the Farmway corridor. HD4 also notes Dorman being classified as a local street but effectually functions as a collector.
The following agencies responded acknowledging they reviewed the application but had no comments:	
Idaho Transportation Department (ITD)	

VIII. PUBLIC COMMENTS

The following public comments were received prior to the completion of this staff report and are included in their entirety as part of the official record and **PC-Exhibits** attached hereto. Late Exhibits received after the staff report will be reflected in the updated staff report to City Council and entered into the official record.

Public Comments Received		
Position	**Name and Address**	**Comments/Reason**
Opposed	Scott Phillips, 4014 Dorman	Opposes rezone to R-2; states a rezone is incompatible with surrounding neighborhoods; traffic concerns with adding higher density, especially while Farmway is closed
Opposed	Betty Renstrom, 2821 Dorman	Irrigation water supply concerns; single access concerns and additional traffic to Dorman; question on where children will play within the development; question on where a school bus will pick up students and hopes it is not along Dorman due to existing conditions of street
Opposed	Tereasa Waterman, 1215 W. Linden	Requests project be put on hold to complete the Development Agreement Modification first
Late Exhibit - Opposed	Tereasa Waterman, 1215 W. Linden	Expressed concerns with the proposed density as well as the buffer between the proposed development and the existing neighborhood.
Late Exhibit	Laura Shannon	Provided an image of many cars parked up and down Linden and Dorman that accompanied her public testimony.

IX. HEARING EXAMINER PUBLIC PROCESS AND DECISIONS

Public Process:

A public hearing on the proposal(s) was held before the Hearing Examiner on 4/28/2026, at which time the applicant gave a presentation, then staff presented a staff report along with an analysis of the application and all pertinent information on the case, followed by public testimony in opposition, neutral, and in favor.

Public Testimony:

The following public testimony was received during the Hearing Examiner public hearing and is included in its entirety as part of the official record.
Multiple members of the public provided public testimony at the Hearing Examiner public hearing expressing the following concerns in opposition or neutral to the project:

- *Future building setbacks for lots adjacent to abutting county parcels*
- *Existing flood irrigation flows and continued use*
- *Access and traffic concerns with no access permitted to Farmway or Linden leading to one (1) access to Dorman (a local street) which is still largely a rural roadway with minimal sidewalk or available shoulder*
- *Density concerns associated with original approvals and subsequent additional traffic generated*
- *Development Agreement provisions and whether process is being followed appropriately*
- *Parking concerns, specifically along Dorman, as existing Churches to the north already create traffic and safety issues along Linden and Dorman every weekend*
- *Water table concerns with additional development in City and whether surface water rights will be used instead of additional wells dug*
- *Caldwell School District has capacity, wants infill development (projects proposed ease of Farmway) and safe routes to schools*

See the attached public hearing minutes for the full public hearing testimony record ***(Exhibit S-6).***

X. HEARING EXAMINER HEARING BODY DECISIONS:

The Hearing Examiner chose to:

~~1. Recommend Approval as Presented~~
2. Recommend Approval with Modified Conditions
~~3. Recommend Denial * See notes below~~
~~4. Continue to a Future Meeting Date~~
~~5. Postpone Action and Remand to Staff~~

In making its decision on the subject application, the Hearing Examiner:

1. Reviewed all evidence – considered all factual evidence, documents, and testimony submitted during the public hearing process;
2. Evaluated compliance – assessed each application against the specific approval criteria established by the applicable code or ordinance; and
3. Based the recommendation on the factual evidence in record – ensured that recommendations and/or final decisions and any conditions of approval are supported by factual evidence and testimony presented in the public record.

* Notes:
- Motions for recommendations of denial shall include the reason for the recommendation of denial. Denials shall be based on the project's noncompliance with the approval criteria within Caldwell City Code for the specific application.
- Motions with modified or added conditions shall include the reason for the modified or added condition.
- For recommendation of denial of an annexation, no justification has to be provided for such denial recommendation.

XI. CITY COUNCIL PUBLIC HEARING PROCESS

Public Process:

A public hearing on the proposal(s) will be held before the City Council on the next available city council meeting, following the hearing and recommendation by the Hearing Examiner, at which time the applicant will give a presentation, then staff will present a staff report along with an analysis of the application and all pertinent information on the case, followed by public testimony in opposition, neutral, and in favor.

The city council public hearing was originally scheduled to be held on 6/1/2026. At that time staff and the applicant requested a continuance to continue to work on conditions for the draft development agreement. The City Council made a motion to continue the item to the 7/6/2026 public hearing, at which time the application was heard.

All of the information from the meeting will be included in the official record and within the Findings of Fact, Conclusions of Law and Reasoned Decision.

Public Testimony:

Public testimony will be taken during the City Council public hearing and will be included in their entirety as part of the official record and within the Findings of Fact, Conclusions of Law and Reasoned Decision.

XII. CITY COUNCIL DECISION OPTIONS

The City Council may choose to:

1. Approve as Presented
2. Approve with Modified Conditions
3. Deny * See notes below
4. Continue to a Future Meeting Date
5. Postpone Action and Remand to Staff for More Information

In making its decision on any application, City Council shall:

4. Review all evidence – consider all factual evidence, documents, and testimony submitted during the public hearing process;
5. Evaluate compliance – assess each application against the specific approval criteria established by the applicable code or ordinance; and
6. Base decision on the factual evidence in record – ensure that recommendations and/or final decisions and any conditions of approval are supported by factual evidence and testimony presented in the public record.

*Notes:

- Motions for denial shall include the reason for denial. Denials shall be based on the project's noncompliance with the approval criteria within Caldwell City Code for the specific application.
- Motions with modified or added conditions shall include the reason for the modified or added condition.
- For motions of denial of an annexation, no justification has to be provided.

XIII. 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 or amended by the governing body will be shown underlined

Specific Requirements:

1. Future development of the subject site/parcel, as outlined within this report and the submitted application, shall be substantially consistent with the approved preliminary plat, landscape plans, open space exhibit, conceptual elevations, recorded Development Agreement, and all conditions contained herein.

2. ~~Prior to the City Council hearing, all relevant plans shall be revised to depict a detached 10' multi-use sidewalk with a minimum 8' planter strip (within the Farmway Rd. right-of-way), plus the required 25' street buffer, per the Farmway Road Corridor Plan.~~

3. ~~Prior to the City Council hearing, all relevant plans shall be revised to depict the required 8' community pathway through the entire project, Dorman to Farmway, by modifying applicable segments of sidewalk to be 8' instead of the depicted 5', per 10-02-09-7 of Caldwell City Code.~~

4. Prior to construction drawing and final plat submittal for the first phase, the landscape plans shall be revised to depict the groundcover requirement of a minimum sod percentage within the Dorman Avenue street buffer OR an Alternative Methods of Compliance application shall be submitted to propose an alternative.

5. At time of construction drawing and final plat submittal for each phase, landscape plans shall identify all required public pathway amenities (benches, trash receptacles, lighting, etc.) for the 8' pathway, as described in 10-02-09-7 of Caldwell City Code.

6. Lots 4-6, Block 1 and Lots 13 & 14, Block 2 shall be restricted to one-story homes in perpetuity.

7. Lots 4-6, Block 1 shall have a minimum rear building setback of 40' and Lots 13 & 14, Block 2 shall have a minimum rear building setback of 30'.

8. *Site Plan, Building Elevations and Landscape Plans:* The site plan, building elevations, and landscape plan submitted and presented to the deciding during the public hearing are hereby incorporated by reference and approved as part of the subject applications, including any modifications requested by the deciding body. The final approved site plan, building elevation, and landscape plan approved by the deciding body as part of the approval will be incorporated into the Findings of Fact, Conclusions of Law and Reasoned Decision.

   Any modification to the approved plans shall be reviewed by the Director for consistency with the approval and applicable code provisions. If the City determines that any such modifications materially alter the approved design, layout or intensity of use shall require additional public comment, through a formal public hearing, 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.

   The Director may require an additional public hearing before the original decision-making body if the proposed modification involves an issue that was raised, deliberated, or identified as a concern during the original public hearing.

9. *Development Agreement:* The signed and notarized development agreement shall be submitted to the City prior to the recording of the ordinance of annexation or rezone. The development agreement shall be received within fourteen (14) days of the approval of modification. If the development agreement is not received within 14 days, the Development Agreement Modification may need to be reconsidered by the City Council and may result in a loss of the approved entitlements.

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 at the time of development, unless specifically stated otherwise in a Development Agreement or in the Order of Decision. 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. *Nuisance Violations:* 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, will require the submission of an application for modification and approval of that application prior to commencing any change.

Site Design and Development Standards:

1. *Bulk and Dimensional Standards:* All new construction shall comply with the current bulk and dimensional standards schedule in effect at the time the building permit is filed, excluding any deviations/modifications approved through a development agreement.
2. *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.

Landscaping Specific Requirements:

1. *Compliance:* The applicant shall comply with all landscaping requirements based on Caldwell City Code.

2. *Landscape Maintenance:* All required landscaping and screening devices shall be continuously maintained in a healthy, living, safe, and attractive condition, and shall be free of weeds, dead or diseased plant materials, and debris. Any dead, dying, or diseased plant materials shall be promptly replaced in kind or with alternatives approved by Planning and Zoning.

3. *Homeowner's Association:* The homeowner's association 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

Subdivision Specific Requirements:

1. *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.

2. *Subdivision 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 built 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. *Plat Expirations:* Final plats must be submitted for approval within twenty-four (24) months of the date of signature on the approving order of decision for the preliminary plat; and Final plats must be recorded for a single-phase development or for the first phase of a multi-phase development within twenty-four (24) months of the date of signature on the approving order of decision for the final plat. For phased subdivisions, see 11-02-02 (1).

4. *Final Plat Submission:* Final plat applications shall be submitted to planning and zoning at the same time as the application for review of construction drawings has been submitted to the engineering department.

5. *Approved Subdivision Name:* No changes to an approved subdivision name shall occur unless a request is initiated through the filing of an application for a "Subdivision Name Change Request", and subsequently reviewed and approved by City of Caldwell Mapping and Planning and Zoning, at an administrative staff level. In making application, the application shall file a completed application with Planning and Zoning on forms prescribed by the department accompanied by such data and information necessary to assure the fullest presentation of facts, as determined by the Director. Subdivision name change requests shall follow the following process:

   Subdivision Name Change Requests; Prior to Final Plat Submission: If approved, an amended preliminary plat will need to be submitted to the Planning and Zoning Department with the reflected subdivision name change prior to the approval of construction drawings. All construction drawings and final subdivision plats shall reflect the new approved subdivision name.

   Name Change Requests; Prior to Final Plat Recording: If approved, an amended final plat drawings and mylars will need to be submitted to the Planning and Zoning Department with the reflected subdivision name change prior to signature of the final plat.

   Name Change Requests; After Final Plat Recording: If approved, an amended final plat drawing indicating the new subdivision name OR an Affidavit of Correction indicating that the plat is otherwise known as "insert the new approved subdivision name", shall be recorded at the county recorder's office. Once the plat or affidavit is recorded, a copy of the recorded plat or affidavit shall be provided to the Planning and Zoning Department.

6. *Approved Street Names, Street Layout, Lot and Block Numbering, and Subdivision Phasing Plan:* No changes to the original approved street names, street layout and configuration, lot and block numbering, or subdivision phasing plan shall occur without prior approval from the City of Caldwell Mapping Division. Any substantial changes from what was originally approved may require additional public hearings.

XIV. ATTACHMENTS

Application Exhibits: (AP-Exhibits)

Application(s), Checklists, Project Narrative, Plans, Plats, Maps, and Supplemental Materials Submitted by the Applicant

Staff Exhibits: (S-Exhibits)

Exhibit S-1: Vicinity Map
Exhibit S-2: Zoning Map
Exhibit S-3: Future Land Use Map
Exhibit S-4: Public Agency Notification List
Exhibit S-5: Draft Development Agreement

Public Comments: (PC-Exhibits)

Scott Phillips, 4014 Dorman
Betty Renstrom, 2821 Dorman
Tereasa Waterman, 1215 W. Linden

Public Agency Comments: (PA-Exhibits)

Caldwell Engineering Dept.
Caldwell Fire Dept.
Caldwell Police Dept. *(none at this time)*
Highway District #4
Caldwell School District

Hearing Examiner Public Hearing Late Exhibits: (PH-Exhibits)

Exhibit 1000 – Second letter from Caldwell School District – updated to reflect reduction in lot count
Exhibit 1001 – Written testimony from Tereasa Waterman that accompanied her oral testimony at the hearing
Exhibit 1002 – Photo that accompanied oral testimony from Laura Shannon regarding existing parking concerns along Linden and Dorman in the subject area from Church service activities

AP-EXHIBITS

This includes all application materials and documents submitted and Applicant's Presentation Materials for Public Hearing

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)*	Covington Square Subdivision
Site Address(s): *Upload separate attached sheet if more than six (6) site addresses*	TBD W Linden Street Caldwell, ID 83605
Suite #s:	
Parcel #s:	R2798301000
Total Acres:	14.89
Prior Use of Property:	30 buildable lots
Proposed Use of Property:	59 buildable lots

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:	Tiffany Llanos
Company Name: *(if applicable)*	BST Dev LLC
Mailing Address:	802 N. Acer Loop Ste. 100 Nampa, ID 83687

Phone:	(208) 860-1790	**Email:**	tllanos208@gmail.com

Email Address:	tllanos208@gmail.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:	BST Dev LLC / Taylor Schmidt
Mailing Address:	802 N. Acer Loop Ste. 100 Nampa, ID 83687
Phone:	(208) 890-2824
Email:	taylorschmidt208@outlook.com

V. Contractor / Developer Information *(fill out, if applicable)*

Name:	BST Dev LLC
Company Name: *(if applicable)*	
Mailing Address:	802 N. Acer Loop Ste. 100 Nampa, ID 83687
Phone:	(208) 890-2824
Email:	taylorschmidt208@outlook.com

VI. Architect Information *(fill out, if applicable)*

Name:	
Company Name: *(if applicable)*	
Mailing Address:	
Phone:	
Email:	

VII. Civil Engineer / Surveyor Information *(fill out, if applicable)*

Name:	Jadon Schneider
Company Name: *(if applicable)*	Bronze Bow Engineering
Mailing Address:	PO Box 8525 Boise, ID 83707

Phone:	(480) 232-2999	**Email:**	jadon@bronzebowland.com

VIII. Landscape Architect Information *(fill out, if applicable)*

Name:	Emily Voges
Company Name: *(if applicable)*	Plantas Architectures
Mailing Address:	

Phone:	(208) 957-9431	**Email:**	emily@plantasarch.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)

Tiffany Llanos	12/18/25
Applicant / Applicant's Representative Printed Name	Date

Tiffany Llanos Digitally signed by Tiffany Llanos Date: 2025.12.18 11:19:37 -07'00'

Applicant / Applicant's Representative Signature

City of Caldwell
Planning and Zoning Department
621 Cleveland Blvd., Caldwell, Idaho, 83605
Phone: (208) 455-3021 | Web: www.cityofcaldwell.org

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	✓	
Application Checklist	Copy of completed, signed and dated checklist	✓	
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	✓	
Proof of Property Ownership	Recorded Warranty Deed for the subject property showing proof of ownership, or evidence of property interest to subject property	✓	
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.	✓	
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.*	✓	
Photographs	Photographs of existing site conditions	✓	
Project Narrative	Narrative fully describing the application request(s), the purpose of the development, existing site conditions, and what is being proposed.	✓	
Concept Building Elevations	Colored concept elevations of all four (4) sides of buildings, indicating building heights, colors, materials, windows, doors, and architectural features.		
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.	✓	
Preliminary Plat	High resolution preliminary plat, to scale. See requirements for plan content in **Section II below**	✓	
Landscape Plan	High resolution landscape plan, to scale. See requirements for landscape plan contents in **Section III below**	✓	

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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").	✓	
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)	✓	
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.	✓	
Scale, North Arrow, and Plan Preparation Date	Scale, north arrow and date of preparation including dates of any subsequent revisions.	✓	
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.	✓	
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.	✓	
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.	✓	
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.	✓	
Recorded Subdivisions with Common Boundaries	Name, book, page number and lot line layout of any recorded adjacent subdivision having common boundary with the tract.	✓	
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.	✓	

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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.	✓	
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.	✓	
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.	✓	
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.	✓	
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.	✓	
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.	✓	
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.	✓	
Special Development Areas	Appropriate information that sufficiently details the proposed subdivision within any special development area, such as: • Hillside • Floodplain	✓	
On and Off-Site Improvements	The proposed on and off site improvements including water supply systems, sanitary sewer systems and stormwater drainage.	✓	
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.	✓	
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.	✓	

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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.	✓	

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.	✓	
Plan Size	Detailed plan at a scale no smaller than one inch equals fifty feet (1" = 50')	✓	
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. • 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.	✓	
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 or not the existing structures will remain	✓	
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)	✓	
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	✓	
Public Amenities	Location, size, and types of new structures for recreational use (i.e., gazebos, water features, picnic areas, shuffleboard, etc)	✓	

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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	✓	
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.	✓	

SECTION IV

GENERAL PROJECT INFORMATION

Type of land uses within subdivision:	Residential only X 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 X No *If yes, have you made any changes or modifications to the previously approved pre-plat approved by Mapping?* Yes X No
Will the subdivision be phased?	Yes X No If yes, how many phases are proposed? 2
Development timeline for full build out?	Phase #1 - June 2027 Phase #2 - December 2028

LAND USE AND ZONING INFORMATION

	Zoning Designation	Comp Plan Designation	Land Use
Existing (Subject Property)	R-1	Neighborhood 2	Single Family Residential
Proposed (Subject Property)	R-1	Neighborhood 2	Single Family Residential
North of Site	R-1	Neighborhood 2	Church / Single Family Residential
South of Site	County	Neighborhood 2	Single Family Residential
East of Site	County / R-1	Neighborhood 2	Single Family Residential
West of Site	County	Neighborhood 2	Single Family Residential / Farm Ground

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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	59	8.79	59%
Commercial Lots			
Industrial Lots			
Common Lots	12	2.64	18%

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	0	35	0	35	26'	0
Townhomes	0	24	0	24		
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 DU/AC	3.9 DU/AC
Total Open Space	% Required	% Proposed
	n/a	13.75%
Total "Qualifying" Open Space	% Required	% Proposed
	8%	12% min.
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	N/A	N/A
Off-street parking spaces	N/A	N/A
Commercial loading spaces	N/A	N/A
Industrial loading spaces	N/A	N/A
Bicycle parking spaces:	N/A	N/A
Describe any public transportation facilities that will be provided in accordance with (CCC 10-02-05 B)	N/A	
Public Amenities:	***Provide a description of the type of public amenities proposed***: N/A	

LANDSCAPING AND PATHWAYS (CCC Chapter 10, Article 7)	
Landscaping: (*Please check all locations where landscaping will be provided)*	Parking lot Common areas X Street landscape buffers X Between different land uses Pathways X Around building exterior Other _____
Major Pathways	*Describe location, width, and landscaping:* Blk 1 Lot 17, Blk 2 Lot 31 & Blk 3 Lot 6 / 8' / grass, trees, shrubs & rock.
Micro Pathways	*Describe location, width, and landscaping* Throughout subdivision / 5' / grass, trees, shrubs & rock.
Public Pathways *(per Bicycles and Pathways Master Plan)*	*Describe location, width, landscaping, and any proposed fencing:* N/A

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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)*
Farmway Road	25'	25'	26%	23	35 linear ft.	202	7 linear ft.
Linden	20'/25'	25'	50%	9	35 linear ft.	77	7 linear ft.
Dorman	10'	10'	0%	37	35 linear ft.	318	7 linear ft.

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	N/A						
South Property Line	N/A						
East Property Line	N/A						
West Property Line	N/A						

PUBLIC SIDEWALKS

Location (Street Name)	Min. Width Required	Proposed Width	Type of Sidewalk		
N/A			Meandering	Attached	Detached
			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
		N/A
	Nearest Water Line Connection: Looped from Dorman Ave & W. Linden	
Sewer (Wastewater):		Individual Septic
	X	City Municipal Sewer
		N/A
	Nearest Sewer Line Connection: Farmway Road	
Irrigation:		Surface
		Irrigation Well
	X	Pressurized
		Gravity
		N/A
	Nearest Irrigation Connection: Quail Meadow Subdivision	
	Irrigation District: Pioneer	

City of Caldwell
Planning and Zoning Department
621 Cleveland Blvd., Caldwell, Idaho, 83605
Phone: (208) 455-3021 | Web: www.cityofcaldwell.org

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 X	
Fire Suppression Water Supply Source:	N/A	
Sources of Surface Water on or Nearby Properties (i.e., creeks, ditches, canals, lake, etc.):	N/A	
Type of Site Access:		Street Frontage Dorman Avenue
		Easement Easement Width: Instrument #
Street(s) Providing Access:	Dorman Avenue	
Will Secondary Access for Fire be Provided:		Yes X (Farmway)
		No
Internal Roads:		Public X
		Private
		Internal Circulation
		Road User's Maintenance Agreement Inst#
School Districts Serving this Location:		Caldwell School District X
		Vallivue School District

SPECIAL ON-SITE CHARACTERISTICS

	Yes	No	If yes, explain:
Areas of Critical Environmental Concern?		✓	
Evidence of Erosion?		✓	
Fish Habitat?		✓	
Floodplain?		✓	
Riparian Vegetation?		✓	
Steep Slopes?		✓	
Streams/Creeks?		✓	
Unique Animal/Plant Life?		✓	
Unstable Soils?		✓	
Wildlife Habitat?		✓	
Historic Buildings or Features?		✓	

City of Caldwell
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Describe any other unique site characteristics:	None.

ACKNOWLEDGEMENT	
TL	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
TL	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
TL	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

Tiffany Llanos — Applicant / Applicant's Representative Printed Name

12/18/25 — Date

Tiffany Llanos Digitally signed by Tiffany Llanos Date: 2025.12.18 15:33:36 -07'00'

Applicant / Applicant's Representative Signature

SI Construction, LLC

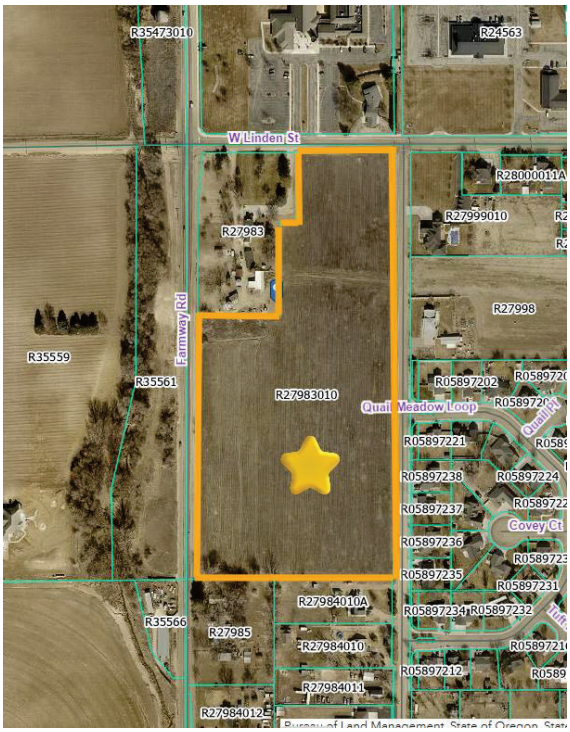
May 15, 2026

Morgan Bessaw
City of Caldwell Planning and Zoning Department
205 S. 6th Ave., 2nd Floor
Caldwell, Idaho 83605

RE: Development Agreement Modification and Preliminary Plat – Covington Square Subdivision

Dear Ms. Bessaw:

Please accept this revised narrative in support of our application for (1) a modification to the existing Development Agreement and (2) preliminary plat approval for Covington Square Subdivision (the "**Project**"), a ±14.98-acre property located on the south side of Linden Road between Farmway Road and Dorman Avenue (Parcel No. R2798301000) in the City of Caldwell (the "**Property**").



1. Summary

We have revised our proposed site plan incorporating feedback we received during the Hearing Examiner meeting, and from neighbors. Since the Hearing Examiner's recommendation for approval, we have further revised our plan for consideration by the Caldwell City Council at the hearing on June 1, 2026, as follows:

- We added a pedestrian connection from the north end of the cul-de-sac (Middlebrook Place) to Linden Street to further improve the sites connectivity and safe route to schools and churches.
- The proposed lot count has been reduced from (59) to (48), further reducing the proposed density from 3.96 DU/Ac to 3.22 DU/Ac.
- The (24) proposed townhome units have been removed and replaced with (13) detached, single-family lots that meet the detached requirement of 8,000 SF min. Please note, the revised preliminary plat now consists of only R-1 (8,000 SF+) detached home lots.
- The average lot size is increased from 6,457 SF to 8,308 to better align with the density of the existing nearby Windsong, Quail Meadow, and Manchester subdivisions.
- The rear setbacks have been modified from 15' to 20' per the R-1 bulk and dimensional standard requirements.

We have had multiple conversations with Paul Webster, Community Schools Coordinator at the Caldwell School District. We also received a copy of his letter to the P&Z dated 4/27/26. In our discussion (with Mr. Webster) and in the referenced letter, he states that the schools fed by the proposed Covington Square subdivision have the capacity to serve the community. Mr. Webster further has indicated that the district "consistently advocates creating housing and employment opportunities for Caldwell families" and that the proposed "development supports this by providing housing for families with children, and may be considered infill, optimizing underutilized areas and reducing sprawl west of Farmway Road". This application reflects:

1) A modified development agreement from the originally approved annexation and development agreement (Instrument No. 2019-037945).
2) A new preliminary plat layout replacing the previously approved plat, which has expired; and,
3) A reconfigured subdivision design consisting of:
    - 48 detached single-family residential lots.
    - 12 common/open space lots.

The proposed total of 48 residential units reflects a thoughtful redesign of the site to better utilize available in-fill land, respond to current housing demand, supply much needed housing for families within the Caldwell School District, and remain consistent with applicable planning policies.

2. Property Background and Site Characteristics

The Property is located within the City of Caldwell Area of Impact and is designated Neighborhood 2 in the Comprehensive Plan, which supports a mix of low- to moderate-density residential development:

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

Proposed Density: 3.22 du/ac

The Property is currently vacant and surrounded by:

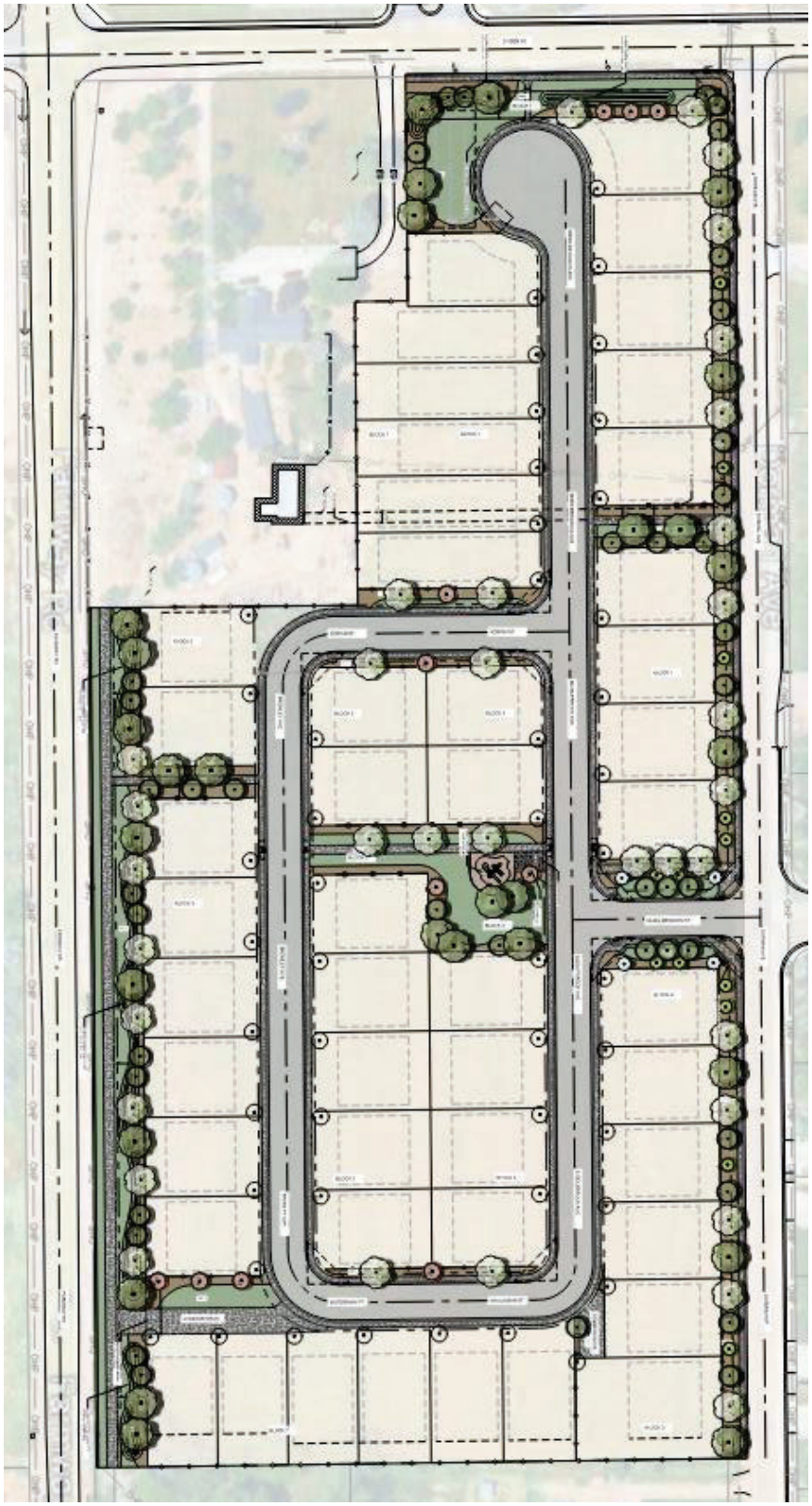
North – Church / Single-family residential
East – Single-family residential
South – Single-family residential
West – Agricultural land and residential (across Farmway Rd)

3. <u>Project Description</u>

The proposed subdivision consists of all detached single-family housing designed to provide attainable housing options, maintain compatibility with surrounding residential development, and efficiently utilize existing infrastructure.

The site design (see Exhibit A) includes internal streets, landscaped entry features, and over 8% qualified open space.

EXHIBIT A - REVISED SITE PLAN



4. **Development Agreement Modification**

The Applicant requests modification of the prior Development Agreement to incorporate the revised lot configuration, while ensuring compliance with City requirements.

5. **Utilities And Services**

The Project is adequately served by sewer, water, irrigation, fire, police, and schools, with sufficient capacity confirmed or planned.

- **Sewer**: The Project will be served by City of Caldwell Sewer via the existing 36-inch sewer stub on Farmway Road. The Developer has confirmed with the City that adequate capacity exists to serve the Project. The sewer will connect to an existing stub off Farmway road directly into this property.

- **Domestic Water**: Water service is available from the City of Caldwell via existing water mains on Dorman Ave. (12 inch main) to the Property. The Applicant discussed the water services with City staff during the roundtable discussion, and the City has capacity to serve the Project.

  On site water mains will be looped into existing mains for fire flow and pressure which will improve the surrounding system by adding redundancy.

  Each buildable lot/building will be supplied with potable water.

- **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. Students from the proposed community will attend Wilson Elementary School, Jefferson Middle School (5th-6th), Syringa Middle School (7th-8th), and Caldwell High School. As stated above, these schools all have the capacity to serve Covington Square, and in fact, provide more needed family housing to the district.

  Wilson Elementary School had 450 students enrolled in 2021. In 2025, student enrollment decreased to 350 students. https://www.idahoreportcard.org/about-us/school?schoolId=0289

  Jefferson Middle School has capacity for 900 students, with a total enrollment for 2025 at 757. https://www.idahopress.com/news/local/2cscoop/caldwell-divides-middle-schools-after-failure-of-levy/article_e5a0c2e2-3d73-11ef-9853-af92c564e69f.html

  Caldwell Senior High School has seen consistent enrollment over the past 5 years – fluctuating between 1301 and 1376 students. The enrollment for 2025 was 1,343 students. https://www.idahoreportcard.org/about-us/school?schoolId=0065

Caldwell School District enrollment over the past 5 years has seen a consistent decrease. District wide the enrollment declined from 5,191 students in the 2024-2025 school year to 4,988 for the 2025-2026 school year. More detailed enrollment information can be found within the August 25, 2025 Special Board Meeting minutes.

https://www.caldwellschools.org/apps/pages/index.jsp?uREC_ID=4414186&type=d&pREC_ID=2700537

https://docs.google.com/presentation/d/1eVg2nLhDgIR5nViox6-GZKY8CPnnSePuis7KEGSiKZY/edit?slide=id.p3#slide=id.p3

There is sufficient capacity for any new students enrolled at schools served by any future residents within 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.

  The Project will be served by a public road (Quail Meadow Loop) with emergency fire access provided off Farmway Road (which will be emergency access only with no parking allowed on the emergency fire lane).

- **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 treated and disposed of on site.

- **Traffic study:** Based on the size of the proposed development and anticipated trips generated, a traffic impact study is not required. Based on comments made, in hearings by the Caldwell Engineering staff, the surrounding roads and intersections have capacity to serve additional trips generated by the Project. The widening of the adjacent road frontages on Linden, Dorman and Farmway will provide more than a half mile of curb, gutter and sidewalk (including 10' community pathway along Farmway) to the city's transportation network, while improving the local area's walkability to schools and churches.

- **Parking**: Parking for residents will be provided by attached garages and driveways for the residences with additional street parking available for the development guests.

- **Pedestrian Connection**: The Applicant is proposing curbs, gutters and sidewalk along Linden Street, and Dorman Avenue, along with the interior subdivision streets. Full frontage half street improvements will be completed to all classified roads adjacent to the proposed project (Linden Street and Dorman Avenue) in accordance with the City of Caldwell standards and specifications. Improvements will include curb, gutter, sidewalk, asphalt, streetlights, joint trench, spare communication conduit along classified roadways, storm drainage facilities, etc. The proposed application also includes off-street pedestrian connections to Farmway and Linden to further improve pedestrian traffic access to churches, and Wilson Elementary School.

Improvements to Farmway will be consistent with the requirements for the Farmway Road Corridor Plan. The Applicant will coordinate with the Idaho Transportation Department and Highway District No. 4 to integrate street improvements with the development of the Project.

The subdivision will be accessed from Dorman Avenue and will proceed through the Property through Quail Meadow Street. 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, along with the large common area proposed for lot 4, block 3, will be landscaped and will frame the development and be a welcoming and visually appealing entry into the community. The large space is designed to be both an active and passive space. Lot 4, block 3 will include a meandering 8' wide pathway connecting Middlebrook Ave. and Bromley Ave. and will also include a playground and picnic shelter.

6. Transportation And Access

Primary access will be from Dorman Avenue with internal circulation via Quail Meadow Street. Required frontage improvements, sidewalks, and infrastructure will be constructed in accordance with City standards.

7. Open Space

The Project provides over 8% qualified open space including landscaped areas and common gathering spaces.

8. Comprehensive Plan Consistency

The Project supports infill development, housing diversity, connectivity, and neighborhood compatibility as outlined in the Comprehensive Plan.

CONCLUSION

This revised application reflects an efficient and market-responsive development plan while maintaining the existing R-1 zoning. The proposal replaces an expired entitlement, improves site design, and meets the City's visions, goals and policies as stated in the Caldwell Comprehensive Plan adopted 2/18/25, in the following specific ways:

- Covington Square will provide a quality neighborhood accommodating housing variety for all stages of life, provide additional pedestrian connectivity and provide amenities for a healthy lifestyle.
- Will provide a diversity of housing options to accommodate varying household incomes, lifestyles, and sizes promoting inclusivity and affordability.
- Creates distinct and inclusive neighborhoods with a focus on high-quality design, connectivity, and livability.
- Per the Comprehensive Plan and the "Growth Strategy" for Neighborhood 2 place type, "less dense housing is found in areas further from major roadways and

increases in density closer to major roadways". The property frontage along Farmway (Principal Arterial) and Linden (Minor Arterial) tend to indicate a higher density should be expected for the property. However, compatibility with the surrounding neighborhood is also a component of the Comprehensive Plan. The proposed density for Covington Square (3.22 DU/ac) is on the lower side of the recommended density range of 2-8 DU/ac.

As stated above, the project complies with all applicable Caldwell Zoning Ordinance requirements and Comprehensive Plan goals. Throughout this process, the primary feedback from neighboring property owners has been that the project should mirror the prior Development Agreement, which contemplated a total of 29 lots. However, as outlined in our prior testimony, that level of density is no longer supported under the revised Comprehensive Plan. We have also demonstrated that a project at that density would not be economically feasible or marketable at the home prices necessary to support the construction and development costs of a 29-lot subdivision.

Despite these constraints, we carefully considered the concerns raised by neighboring property owners and incorporated meaningful revisions into our applications wherever reasonably possible. We respectfully request that the City Council consider not only the current proposal, but also how significantly the project has evolved from the original application through the public review process. While it is not possible to accommodate every request made by neighboring residents, the modifications implemented to address and mitigate their concerns have been substantial:

- Proposed lot count has been reduced from 70 to 48.
- No attached housing is proposed.
- All lots meet or exceed the required R-1 detached home size and bulk density requirements.
- Five lots have been restricted to single-level homes only to better respect the privacy of neighbors on the parcels bordering the northwest and southwest portions of the project.
- We have also increased the rear yard setback on these (5) lots to provide more buffer between these adjacent neighbors and the future single-level homes.

As such, we respectfully request approval of the preliminary plat and DA modification for the Covington Square community.

Sincerely,

Tim Mokwa

Tim Mokwa

208.869.9785

tim.sic@outlook.com

August 7, 2025

NOTICE OF NEIGHBORHOOD MEETING

COVINGTON SQUARE
14.89 ACRES ON THE SOUTH SIDE OF W. LINDEN ST. IN BETWEEN FARMWAY RD. AND DORMAN AVE.
0 W. LINDEN ST. CALDWELL, IDAHO 83605
REZONE AND PRELIMINARY PLAT APPLICATION

Dear Property Owner,

This letter is to inform you of a Neighborhood Meeting for a zoning map amendment and subdivision - preliminary plat application for Covington Square Subdivision to the City of Caldwell. On this 14.89 acres +/- property we are proposing a 68 lot single family detached subdivision in the R-2 (Community Residential) zoning.

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 August 26, 2025
TIME:	6:00-6:30 PM
LOCATION:	Our Lady of the Valley Catholic Church outdoor covered picnic area. (1122 W. Linden St. Caldwell, ID 83605 on NE side of church)

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 (986) 269-4443 or Mparks@clarkwardle.com

Sincerely,

Matthew Parks

Matthew Parks
Clark Wardle LLP


EMERGENCY ACCESS
W Linden
LINDEN
ROAD
EXISTING IDAHO POWER EASEMENT
Farmway Rd
FARMWAY
Farmway Rd
AVENUE
ERGENCY ACCESS ONLY


W Ash St
Location of Meeting
Pennfield Pl
the Valley
olic Church
Sanctuary
owboy Chu
W Linden St
W Linden St
Farmway Rd
Dorman Ave
Project Site
Quail Meadow Loop
Farmway Rd

UPDATED NEIGHBOR NOTIFICATION
COVINGTON SQUARE SUBDIVISION
0 W. Linden St., Caldwell, Idaho 83605

Dear Property Owner,

We are writing to provide an update regarding the proposed Covington Square Subdivision located on approximately 14.89 acres on the south side of W. Linden Street, between Farmway Road and Dorman Avenue.

Since our previous neighborhood meeting and initial application, the project has been revised. The current proposal reflects an updated site layout and development plan, and we are no longer requesting a zoning change. The project will proceed in compliance with the existing zoning designation.

The updated plan continues to propose a single-family residential subdivision, with adjustments made to the lot configuration, layout, and overall design in response to feedback and further project evaluation.

This letter is intended to keep neighboring property owners informed of these changes. An updated site plan is enclosed for your review. As the project moves forward through the City of Caldwell review process, a public hearing will be scheduled.

If you have any questions or would like to discuss the updated proposal, please feel free to contact us at your convenience.

Sincerely,

Tim Mokwa

Tim Mokwa
E: tim.sic@outlook.com


LINCOLN STREET
MIDDLEBROOK PLACE
ADRIAN STREET
QUAIL MEADOW STREET
QUAIL MEADOW LOOP
MIDDLEBROOK AVENUE
WATERMAN STREET
FAIRWAY ROAD

CANYON COUNTY LISTING -R27983-010 0 500 FEET

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
35565000 0	AMERITEL INN CDA LLC		16155 N HIGH DESERT ST	NAMPA, ID, 83687
05897226 0	ATKINSON LAINE AND VICKIE TRUST		1014 COVEY CT	CALDWELL, ID, 83605
27999010 0	BRESHEARS MICHAEL T		2511 DORMAN AVE	CALDWELL, ID, 83605
27983010 0	BST DEV LLC		802 N. ACER LOOP STE. 100	NAMPA, ID, 83687
27995014 0	CACERES PATRICK J		1016 LANNAHAN PL	CALDWELL, ID, 83605
05897231 0	CADDY BOBBI		2912 QUAIL MEADOW LOOP	CALDWELL, ID, 83605
27984100 0	CALLSEN GENE N		3008 DORMAN AVE	CALDWELL, ID, 83605
05897225 0	CUDDEBACK FAMILY TRUST		1004 COVEY CT	CALDWELL, ID, 83605
27984010 0	CUMMINGS SHIRLEY J		2325 TERRACE DR	CALDWELL, ID, 83605
05897232 0	DEATON DWIGHT		2914 QUAIL MEADOW LOOP	CALDWELL, ID, 83605
27995010 0	DOUGAL ALLEN L		1008 LANNAHAN PLACE	CALDWELL, ID, 83605
05897203 0	DUQUE ANDRES DE JESUS @@		2719 QUAIL MEADOW LOOP	CALDWELL, ID, 83605
05897234 0	ESPINOZA YESSENIA Y		2920 QUAIL MEADOW LOOP	CALDWELL, ID, 83605
35473000 0	FARMWAY INC		2210 RAY AVE	CALDWELL, ID, 83605
24563000 0	FIRST SOUTHERN BAPTIST CHURCH OF CALDWELL INC		912 W LINDEN ST	CALDWELL, ID, 83605
05897214 0	FLORES MARLEN		2917 QUAIL MEADOW LOOP	CALDWELL, ID, 83605
27984010A0	GRAHAM JENNIFER		2908 DORMAN AVE	CALDWELL, ID, 83605
35566000 0	GRIFFIN STEVE B SR		124 14TH AVE S	NAMPA, ID, 83651
27998000 0	HART FAMILY TRUST		2615 DORMAN AVE	CALDWELL, ID, 83605
35561000 0	HOWE FAMILY TRUST		16121 W LINDEN ST	CALDWELL, ID, 83607
35559000 0	HOWE FAMILY TRUST		16121 W LINDEN ST	CALDWELL, ID, 83607
35473010 0	IDAHO FARMWAY INC		PO BOX 8	WILDER, ID, 83676
05897228 0	JORDAN ROBERT WADE		1017 COVEY CT	CALDWELL, ID, 83605
05897238 0	KING BRADY J		2809 DORMAN AVE	CALDWELL, ID, 83605
05897216 0	LEMOINE NATHANIEL J		2913 QUAIL MEADOW LOOP	CALDWELL, ID, 83605
05897213 0	LLOYD REVOCABLE LIVING TRUST		2919 QUAIL MEADOW LOOP	CALDWELL, ID, 83605
05897230 0	MARTIN GORDON SR		2904 QUAIL MEADOW LOOP	CALDWELL, ID, 83605
27984012A0	MCCLINTICK JOHN		3119 FARMWAY RD	CALDWELL, ID, 83605
05897221 0	MCCULLOUGH LINDA		2712 QUAIL MEADOW LOOP	CALDWELL, ID, 83605
05897207 0	MCINTYRE RICHARD AND LINDA TRUST		908 QUAIL PL	CALDWELL, ID, 83605
05897202 0	MEFFERD SHARON		2715 QUAIL MEADOW LOOP	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
27984012 0	MUNOZ DAVID A		3115 FARMWAY RD	CALDWELL, ID, 83605
05897224 0	PERCIFIELD LETTY D		2808 QUAIL MEADOW LOOP	CALDWELL, ID, 83607
05897223 0	PIKE WILLIAM C		2722 QUAIL MEADOW LOOP	CALDWELL, ID, 83605
05897200 0	QUAIL MEADOW HOMEOWNERS ASSOC		PO BOX 102	CALDWELL, ID, 83606
05897215 0	REEVES ROBERT L		2915 QUAIL MEADOW LOOP	CALDWELL, ID, 83605
05897236 0	RENSTROM TRUST		2821 DORMAN AVE	CALDWELL, ID, 83605
27984011 0	ROBERTS SHAWN		2924 DORMAN AVE	CALDWELL, ID, 83605
05897235 0	ROBERTSON MARCENE REVOCABLE LIVING TRUST		2909 DORMAN AVE	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
27995014A0	RUIZ-ALMAGUER JOSE ANGEL		1024 LANNAHAN PL	CALDWELL, ID, 83605
28000011A0	SANCHEZ GERARDO AND SILVIA SANCHEZ REVOCABLE TRUST		913 W LINDEN ST	CALDWELL, ID, 83605
05897229 0	SCHROEDER A CHARLES		1011 COVEY CT	CALDWELL, ID, 83605
05897233 0	SEWARD FAMILY 2013 TRUST		2916 QUAIL MEADOW LOOP	CALDWELL, ID, 83605
05897227 0	SHEA GERALD F		1020 COVEY CT	CALDWELL, ID, 83605
05897222 0	TABOR SHELLEY D		2718 QUAIL MEADOW LOOP	CALDWELL, ID, 83605
27985000 0	TRUMBULL TIMOTHY T		2903 FARMWAY RD	CALDWELL, ID, 83605
05897204 0	TUTTLE EARL D		923 QUAIL PL	CALDWELL, ID, 83605
27983000 0	WATERMAN LIN AND TEREASA LIVING TRUST		1215 W LINDEN ST	CALDWELL, ID, 83605
05897212 0	WILSON JOSEPH CLARK		2921 QUAIL MEADOW LOOP	CALDWELL, ID, 83605

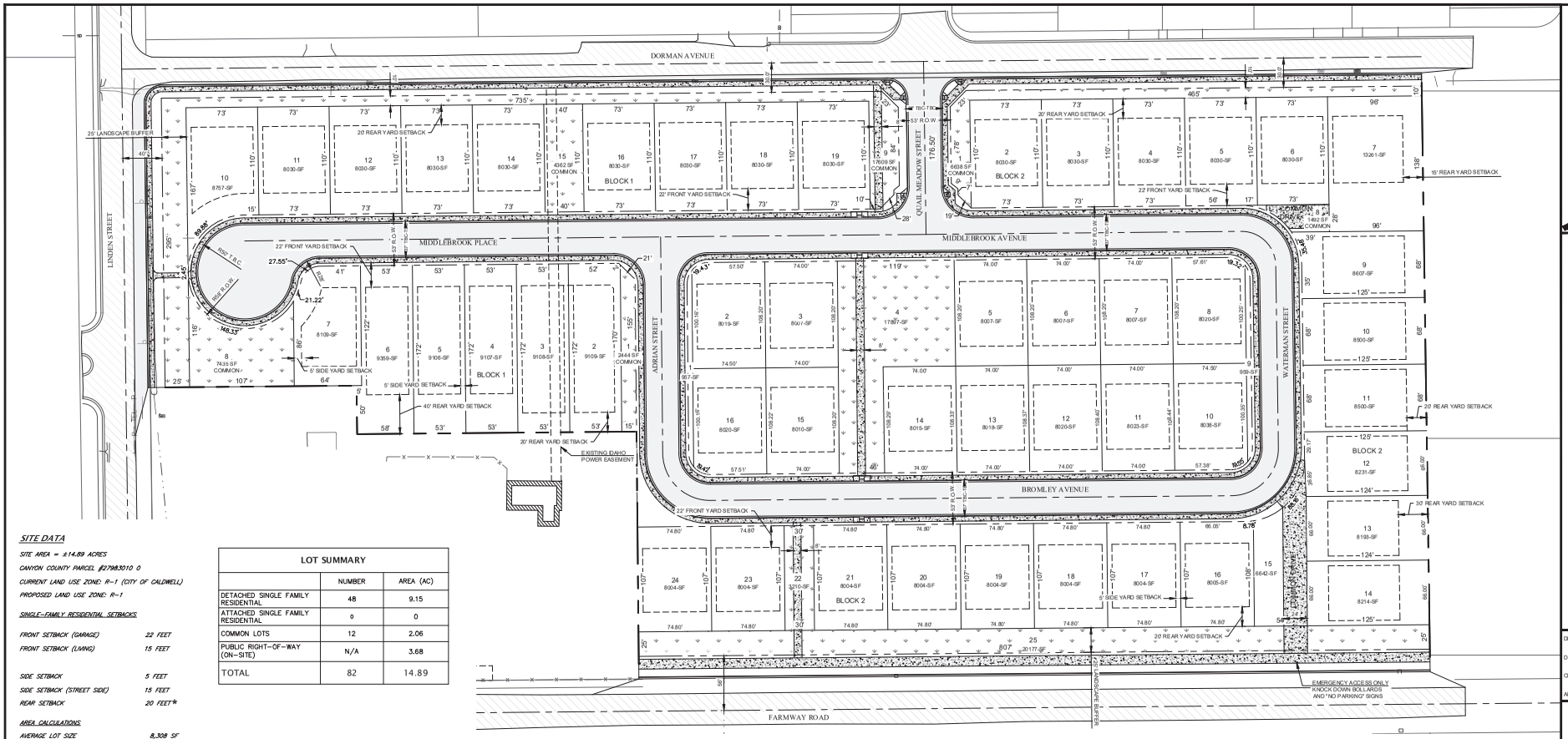
Neighborhood Meeting Sign-Up Sheet

Date: August 26, 2025

Subject: Covington Square
14.89 Acres on The South Side of W. Linden St. in Between Farmway Rd. And Dorman Ave. 0 W. Linden St. Caldwell, Idaho 83605

Rezone and Preliminary Plat Application

Name	Address	Telephone	Email
Brad Crenshaw	2909 Dorman	208-869-3897	bradcrenshaw@yahoo.com
Jennifer Merritt	2815 Dorman	208-899-1020	
Krista King	2809 dorman	208 880 9810	
Randy Seward	2916 Guam Meadow Loop	—	SPIRITANCIAL.GMAIL.com
Dan Weitz	P.O. Box 8 Wilder	541-403-2160	Weitzconw@gmail.com
Roger Howe	16121 W. Linden St	408-656-1035	rthowe@gmail.com
Jenny Howe	16121 W Linden St	408-656-1041	JWHOWE@GMAIL.COM
Lin Waterman	1215 W. Linden	208-861-3836	Lwaterman@webmail.us
Tereasa Waterman	1215 W. Linden	208-861-7295	Lwaterman@webmail.us
Hugh Eddy	211 E. oak St.	208.459.0536	keddyheddy@aol.com
Karen Eddy	" " "	" "	" "
Betty Benetrosa	2821 Dorman	208-454-8788	
Janet & Tim Trumbull	2903 Farmway Rd	208-871-6523	TrumbullTim@outlook.com
Linda McIntyre	908 Quail Pl	208-880-0629	
Dick McIntyre	908 Quail Pl	208-989-1950	
Bob Schoonderwoerd	1003 Lannahan pl	208-290-3913	schoondmail@gmail.com
David Muñoz	3115 Farmway Rd	208-695-4248	davidcorrie03@gmail.com
Sherry Jordan	1017 Cory Ct.	619-920-1764	rsjordan316@gmail



SITE DATA

SITE AREA = ±14.89 ACRES

CANYON COUNTY PARCEL #27983010 0

CURRENT LAND USE ZONE: R-1 (CITY OF CALDWELL)

PROPOSED LAND USE ZONE: R-1

SINGLE-FAMILY RESIDENTIAL SETBACKS

FRONT SETBACK (GARAGE)	22 FEET
FRONT SETBACK (LIVING)	15 FEET
SIDE SETBACK	5 FEET
SIDE SETBACK (STREET SIDE)	15 FEET
REAR SETBACK	20 FEET*

AREA CALCULATIONS

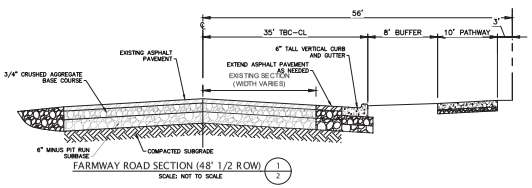
AVERAGE LOT SIZE	8,308 SF
RESIDENTIAL DENSITY	3.22 DU/AC
PROVIDED (QUALIFIED OPEN SPACE)	1.21 AC (8.1%)

LOT SUMMARY		
	NUMBER	AREA (AC)
DETACHED SINGLE FAMILY RESIDENTIAL	48	9.15
ATTACHED SINGLE FAMILY RESIDENTIAL	0	0
COMMON LOTS	12	2.06
PUBLIC RIGHT-OF-WAY (ON-SITE)	N/A	3.68
TOTAL	82	14.89

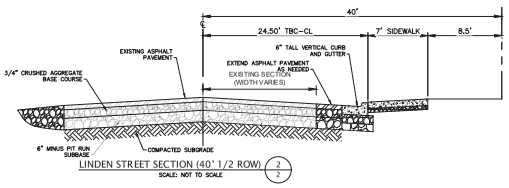
NOTES

1. THE FOLLOWING LOTS SHALL BE RESTRICTED TO SINGLE STORY BUILDING HEIGHTS:
   - LOT 4 BLOCK 1
   - LOT 5 BLOCK 1
   - LOT 6 BLOCK 1
   - LOT 13 BLOCK 2
   - LOT 14 BLOCK 2

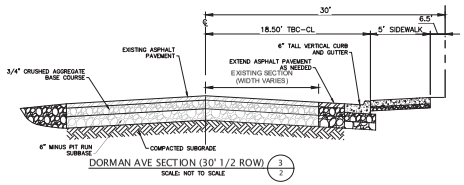
*2. THE FOLLOWING LOTS SHALL HAVE NON-TYPICAL REAR YARD SETBACK REQUIREMENTS FROM THE REAR PROPERTY LINE:
   - LOT 4 BLOCK 1 – 40' REAR YARD SETBACK
   - LOT 5 BLOCK 1 – 40' REAR YARD SETBACK
   - LOT 6 BLOCK 1 – 40' REAR YARD SETBACK
   - LOT 13 BLOCK 2 – 30' REAR YARD SETBACK
   - LOT 14 BLOCK 2 – 30' REAR YARD SETBACK



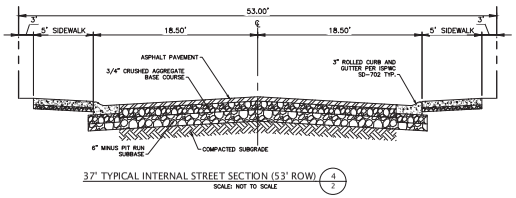
FARMWAY ROAD SECTION (48' 1/2 ROW) (1/2)
SCALE: NOT TO SCALE



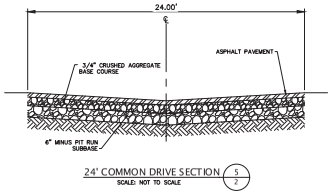
LINDEN STREET SECTION (40' 1/2 ROW) (2/2)
SCALE: NOT TO SCALE



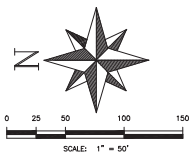
DORMAN AVE SECTION (30' 1/2 ROW) (3/2)
SCALE: NOT TO SCALE



37' TYPICAL INTERNAL STREET SECTION (53' ROW) (4/2)
SCALE: NOT TO SCALE



24' COMMON DRIVE SECTION (5/2)
SCALE: NOT TO SCALE



SCALE: 1" = 50'

PROJECT ADDRESS
Site Address: 0 W LINDEN ST, CA
Parcel ID:27983010 0

BRONZE BOW
P.O. BOX 8525
BOISE, ID 83707
JADON@BRONZEBOWLAND.COM

COVINGTON SQUARE

LOT DIMENSIONS

DESIGNED	JKS
DRAWN	JKS
CHECKED	KS
APPROVED	KS

PROJECT REVISIONS

NO.	ITEM	DATE

FILE NAME: 25005 - LOT DIMS

SHEET 2 OF 8

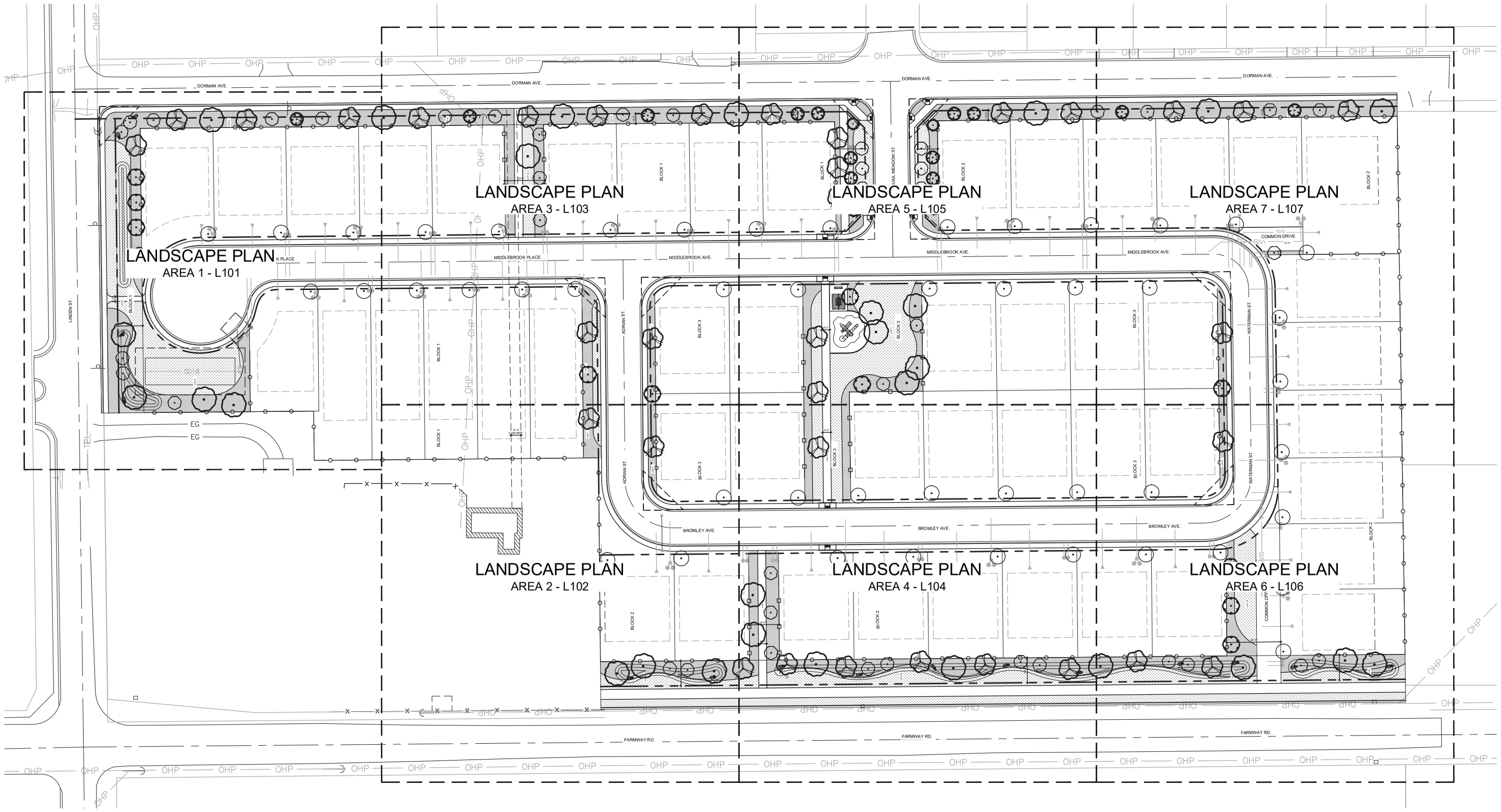
DATE: MARCH 2026

BRONZE BOW PROJECT NO: 25005

C:\USERS\JADON\BRONZE BOW DROPBOX\JADON SCHNEIDER\BRONZE BOW LAND\PROJECTS\25005 - COVINGTON SQUARE\CAD\SHEETS\25005 - LOT DIMS (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 subsitutions 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 $\frac{1}{2}$" 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

0 60 120 180 feet

SCALE: 1" = 60'

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.
- * COMMUNITY PATHWAY 8' MIN: 15 SHRUBS/100 LF, NO EVERGREENS, CLASS I AND II TREES 1/40LF.

NEIGHBORHOOD PATHWAY	TREES/SHRUBS REQUIRED	TREES/SHRUBS PROVIDED
LOT 9 BLOCK 1 - 38'	1/10	1/10 (TBD)

COMMUNITY PATHWAY	TREES/SHRUBS REQUIRED	TREES/SHRUBS PROVIDED
LOT 9 BLOCK 1 - 130'	3/20	3/20 (TBD)
LOT 15 BLOCK 1 - 126'	4/19	4/19 (TBD)
LOT 22 BLOCK 2 - 144'	4/22	4/22 (TBD)
LOT 4 BLOCK 3 - 222'	6/33	6/33(TBD)

STREET BUFFER:
- LOCAL: MINIMUM 10' BUFFER WIDTH.
- ARTERIAL: MINIMUM 25' 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) - 1,270'	37/318	39/318 (TBD)
LAWN SQ.FT: 0 SF = 0%		
PLANTER BED SQ.FT: 11,730SF		
QUAIL MEADOW LOOP (LOCAL) - 280' (BOTH SIDES)	7/70	10/70 (TBD)
LAWN SQ.FT: 1,917 SF = 38%		
PLANTER BED SQ.FT: 2,201SF		
LINDEN ST. (ARTERIAL) - 308'	9/77	11/77 (TBD)
LAWN SQ.FT: 3,538 SF = 48%		
PLANTER BED SQ.FT: 3,708SF		
FARMWAY RD. (ARTERIAL) - 808'	23/202	27/202 (TBD)
LAWN SQ.FT: 8,016 SF = 40%		
PLANTER BED SQ.FT: 11,353SF		

NOTE: ADDITIONAL TREES IN BUFFER COUNT TOWARDS LANDSCAPE COMMON OPEN SPACE

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 1 BLOCK 1 - 2,444 SQ.FT	1	3
LOT 8 BLOCK 1 - 7,435 SQ.FT.	2	3
LOT 9 BLOCK 1 - 17,609 SQ.FT. @50% STREET BUFFER	4	4 (IN ADD. TO REQ. BUFFER/PATH)
LOT 15 BLOCK 1 - 4,362 SQ.FT.	1	1 (IN ADD. TO REQ. PATH)
LOT 1 BLOCK 2 - 6,638 SQ.FT. @50% STREET BUFFER	1	2 (IN ADD. TO REQ. BUFFER)
LOT 8 BLOCK 2 - 1,492 SQ.FT.	1	1
LOT 15 BLOCK 2 - 6,642 SQ.FT.	1	3
LOT 22 BLOCK 2 - 3,210 SQ.FT.	1	1 (IN ADD. TO REQ. PATH)
LOT 25 BLOCK 2 - 20,177 SQ.FT. @50% STREET BUFFER	4	4 (IN ADD. TO REQ. BUFFER)
LOT 1 BLOCK 3 - 957 SQ.FT.	1	3
LOT 4 BLOCK 3 - 17,897 SQ.FT.	4	6 (IN ADD. TO REQ. PATH)
LOT 9 BLOCK 3 - 959 SQ.FT.	1	3

TREE SPECIES:
- * NO MORE THAN 40% OF THE REQUIRED TREES SHALL BE OF THE SAME TREE SPECIES.
- * NO MORE THAN 50% OF THE REQUIRED TREES SHALL BE CLASS I TREES, UNLESS SUCH TREES ARE LOCATED WHERE OVERHEAD POWER LINES PROHIBIT THE USE OF TALLER TREES.

TREES SPECIES REQUIRED		TREES SPECIES PROVIDED
DORMAN AVE.	3	4
FARMWAY RD.	3	3
LINDEN ST.	3	4

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

plantas ARCHITECTURES

EMILY VOGES Landscape Architect
emily@plantasarch.com
208.957.9431

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STATE OF IDAHO · EMILY M VOGES · LA-16892 · 05.14.26 · LICENSED LANDSCAPE ARCHITECT

NOT FOR CONSTRUCTION

COVINGTON SQUARE SUBDIVISION

DORMAN AVE., CALDWELL, ID 83605

Revision No:	Date:	Desc:
Rev 1	03.20.2026	City comments
Rev 2	05.14.2026	City comments

Date: 05.14.2026

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
- PLAYGROUND MULCH
- 6' CLOSED VISION FENCE. SEE DETAIL 6/L150
- 4' OPEN VISION FENCE SEE DETAIL 3/L150
- BOULDERS 3'-4' LOCALLY SOURCED, SEE DETAIL 7/L150

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
DAPHINE
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:

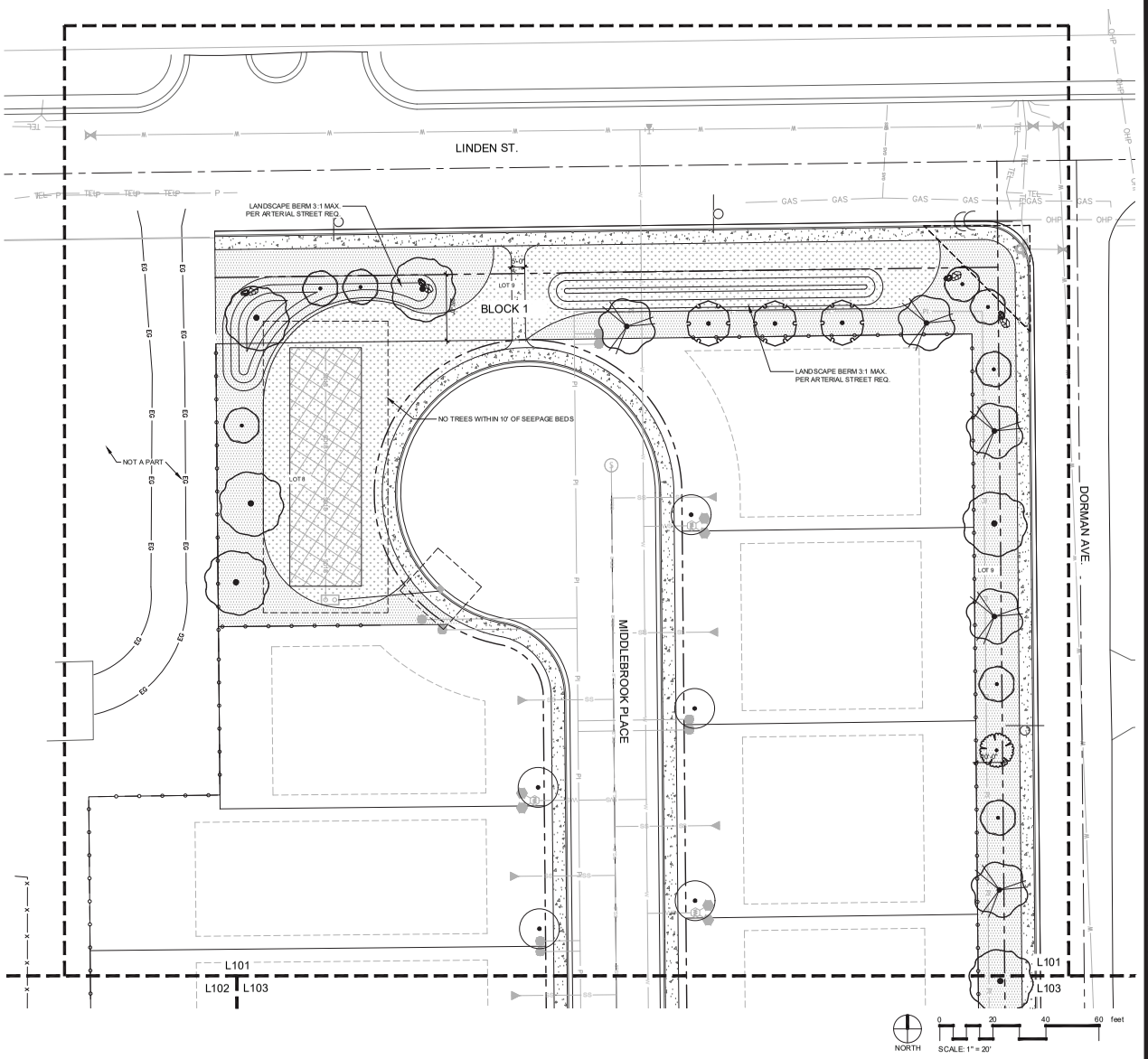
- PYRUS CALLERYANA 'REDSPIRE' - REDSPIRE CALLERY PEAR
- QUERCUS ROBUR X ALBA - OAK HYBRIDS 'COLUMNAR'
- LIRIODENDRON TULIPIFERA 'FASTIGATUM' - COLUMNAR TULIP TREE
- GINKGO BILBOA - MAIDENHAIR TREE
- CARPINUS BETULUS 'FRANS FONTAINE' - FRANS FONTAINE EUROPEAN HORNBEAM

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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LICENSED LANDSCAPE ARCHITECT

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COVINGTON SQUARE SUBDIVISION

DORMAN AVE., CALDWELL, ID 83605

Revision No:	Date:	Desc:
Rev 1	03.20.2026	City comments
Rev 2	05.14.2026	City comments
Date:	05.14.2026	
Drawn By:	EV	

Drawing Title:

LANDSCAPE PLAN - AREA 1

Drawing No:

L101

LANDSCAPE MATERIALS LEGEND:

- SOD LAWN - SEE NOTE 5/L100
- CONCRETE PAVING, NATURAL GREY. SEE CIVIL FOR DETAIL
- PLAYGROUND MULCH
- 6' CLOSED VISION FENCE. SEE DETAIL 6/L150
- 4' OPEN VISION FENCE SEE DETAIL 3/L150
- BOULDERS 3'-4' LOCALLY SOURCED, SEE DETAIL 7/L150

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

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BOXWOOD, SPP.
JUNIPER, SPP.
MANZANITA, SPP.
CHOKEBERRY
BARBERRY
ZAGREB COREOPSIS
SPIRAEA, SPP.
BUTTERFLY BUSH, SPP.
CAROL MACKIE
DAPHINE
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:

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NOTES:

**ALL PARKWAY LANDSCAPING AND LANDSCAPE AROUND BUILDING ENVELOPES INCLUDING TREES, LAWNS, IRRIGATION, AND CONCRETE APRONS TBD.

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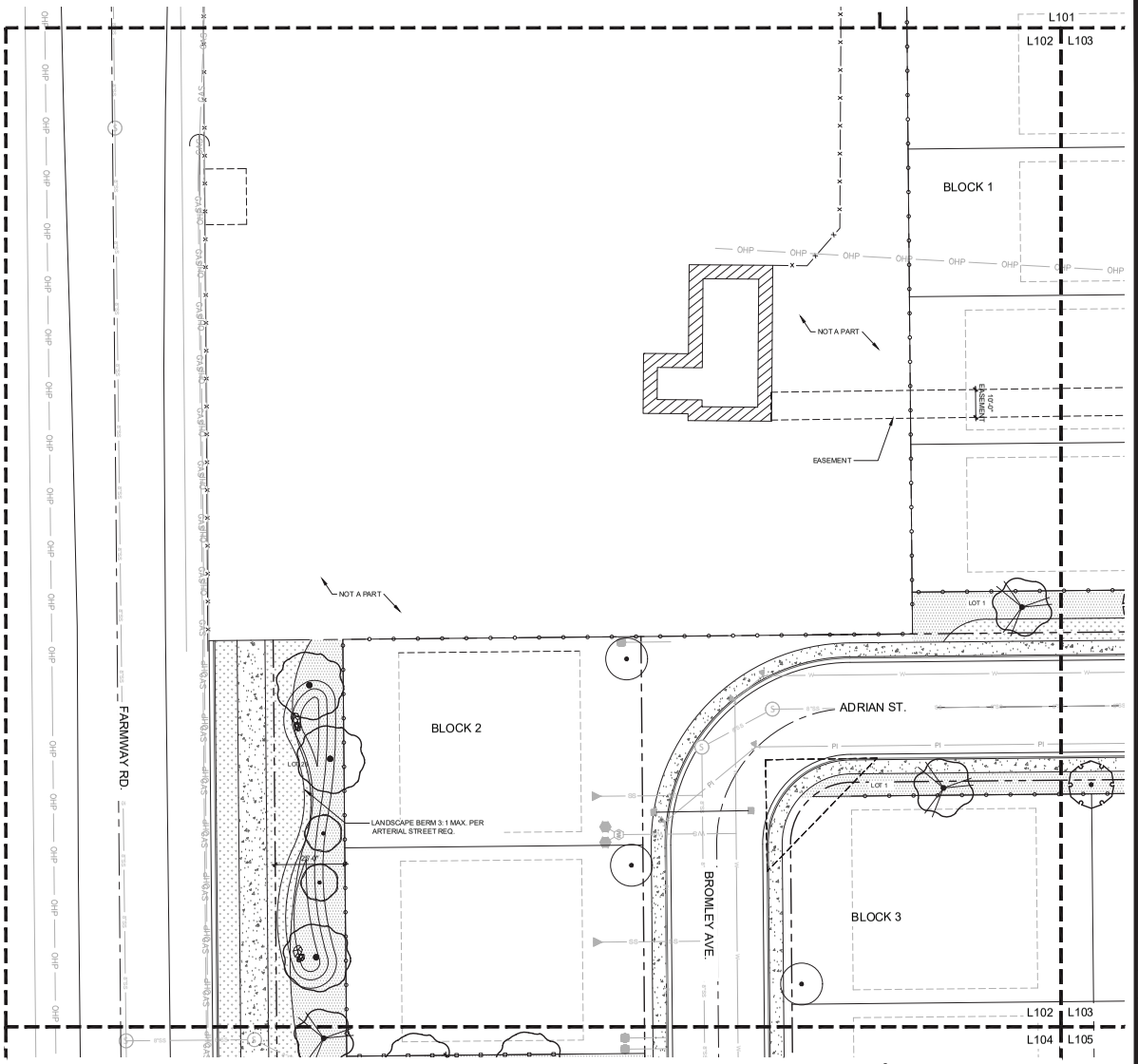

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EMILY M VOGES
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05.14.26
LICENSED LANDSCAPE ARCHITECT

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COVINGTON SQUARE SUBDIVISION

DORMAN AVE., CALDWELL, ID 83605

Revision No:	Date:	Desc:
Rev 1	03.20.2026	City comments
Rev 2	05.14.2026	City comments
Date:	05.14.2026	
Drawn By:	EV	

Drawing Title:

LANDSCAPE PLAN - AREA 2

Drawing No:

L102

LANDSCAPE MATERIALS LEGEND:

- SOD LAWN - SEE NOTE 5/L100
- CONCRETE PAVING, NATURAL GREY. SEE CIVIL FOR DETAIL
- PLAYGROUND MULCH
- 6' CLOSED VISION FENCE. SEE DETAIL 6/L150
- 4' OPEN VISION FENCE SEE DETAIL 3/L150
- BOULDERS 3'-4' LOCALLY SOURCED, SEE DETAIL 7/L150

PLANT PALETTE:

SYM	COMMON NAME	SYM	COMMON NAME

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EUROPEAN HORNBEAM
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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
DAPHINE
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:

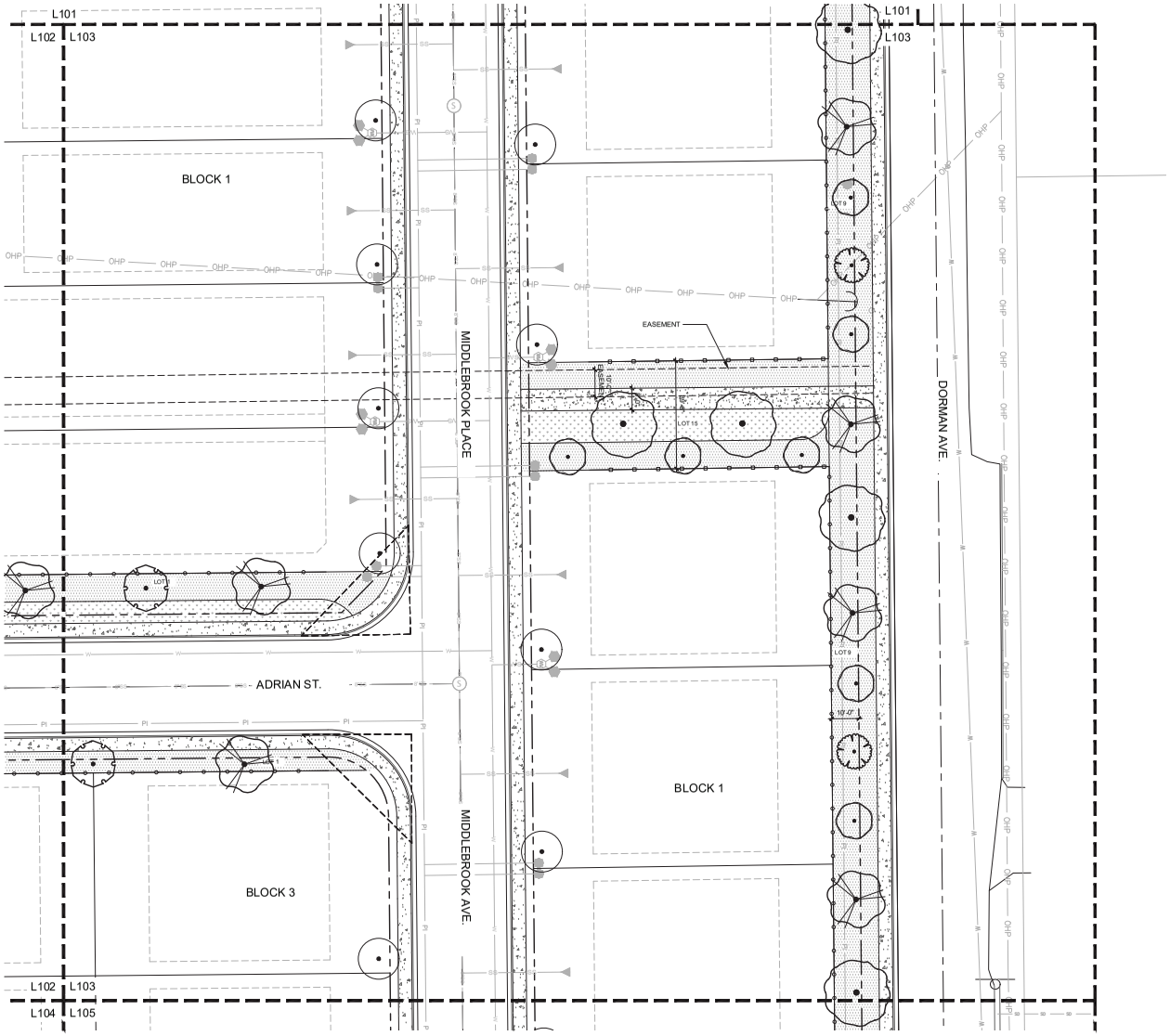
- PYRUS CALLERYANA 'REDSPIRE' - REDSPIRE CALLERY PEAR
- QUERCUS ROBUR X ALBA - OAK HYBRIDS 'COLUMNAR'
- LIRIODENDRON TULIPIFERA 'FASTIGATUM' - COLUMNAR TULIP TREE
- GINKGO BILBOA - MAIDENHAIR TREE
- CARPINUS BETULUS 'FRANS FONTAINE' - FRANS FONTAINE EUROPEAN HORNBEAM

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



plantas ARCHITECTURES

EMILY VOGES Landscape Architect
emily@plantasarch.com
208.957.9431

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EMILY M VOGES
LA-16892
05.14.26
LICENSED LANDSCAPE ARCHITECT

NOT FOR CONSTRUCTION

COVINGTON SQUARE SUBDIVISION

DORMAN AVE., CALDWELL, ID 83605

Revision No:	Date:	Desc:
Rev 1	03.20.2026	City comments
Rev 2	05.14.2026	City comments

Date:	05.14.2026
Drawn By:	EV

Drawing Title:

LANDSCAPE PLAN - AREA 3

Drawing No:

L103

LANDSCAPE MATERIALS LEGEND:

- SOD LAWN - SEE NOTE 5/L100
- CONCRETE PAVING, NATURAL GREY. SEE CIVIL FOR DETAIL
- PLAYGROUND MULCH
- 6' CLOSED VISION FENCE, SEE DETAIL 6/L150
- 4' OPEN VISION FENCE SEE DETAIL 3/L150
- BOULDERS 3'-4' LOCALLY SOURCED, SEE DETAIL 7/L150

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
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DOGWOOD, SPP.
BURNING BUSH
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JUNIPER, SPP.
MANZANITA, SPP.
CHOKEBERRY
BARBERRY
ZAGREB COREOPSIS
SPIRAEA, SPP.
BUTTERFLY BUSH, SPP.
CAROL MACKIE
DAPHINE
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

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- LIRIODENDRON TULIPIFERA 'FASTIGATUM' - 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:
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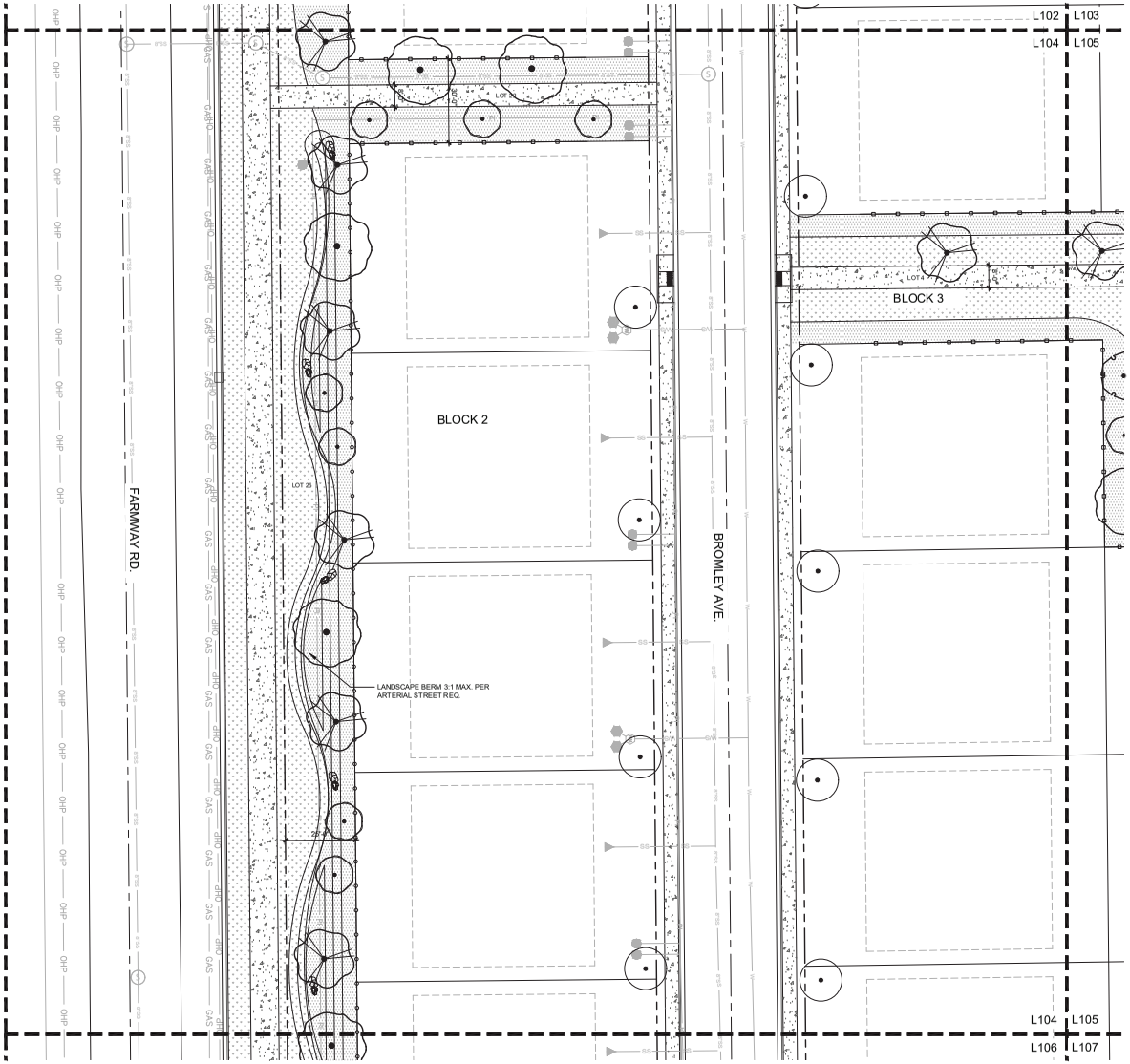

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COVINGTON SQUARE SUBDIVISION

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Date:	05.14.2026	
Drawn By:	EV	

Drawing Title:

LANDSCAPE PLAN - AREA 4

Drawing No:

L104

LANDSCAPE MATERIALS LEGEND:

- SOD LAWN - SEE NOTE 5/L100
- CONCRETE PAVING, NATURAL GREY. SEE CIVIL FOR DETAIL
- PLAYGROUND MULCH
- 6' CLOSED VISION FENCE, SEE DETAIL 6/L150
- 4' OPEN VISION FENCE SEE DETAIL 3/L150
- BOULDERS 3'-4' LOCALLY SOURCED, SEE DETAIL 7/L150

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
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MUGO PINE
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JUNIPER, SPP.
MANZANITA, SPP.
CHOKEBERRY
BARBERRY
ZAGREB COREOPSIS
SPIRAEA, SPP.
BUTTERFLY BUSH, SPP.
CAROL MACKIE
DAPHINE
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

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- LIRIODENDRON TULIPIFERA 'FASTIGATUM' - 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.

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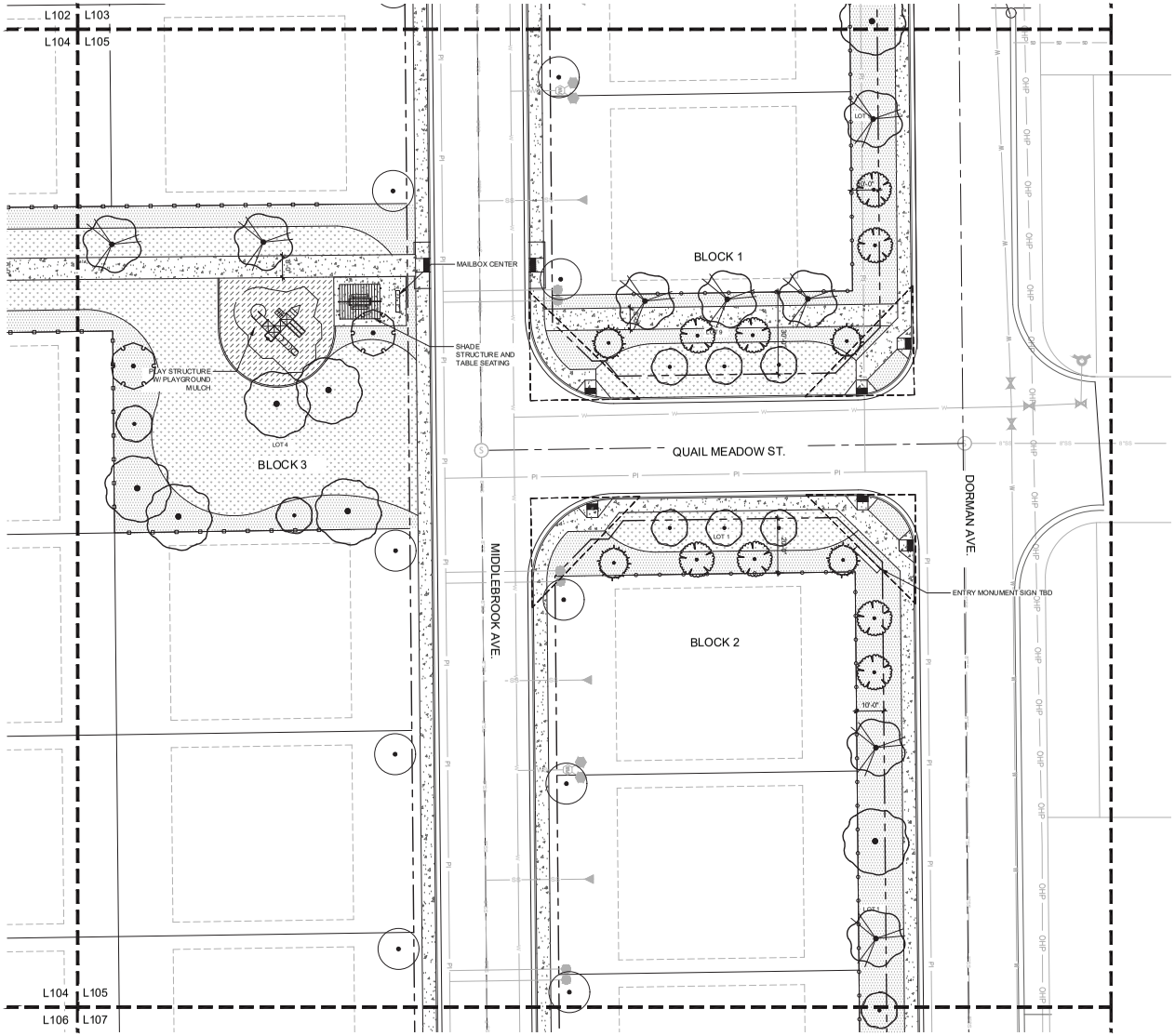
**FINAL PLACEMENT OF TREES ARE DEPENDENT ON FINAL PLACEMENTS OF SEEPAGE BEDS/DRAINAGE BASINS



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LA-16892
05.14.26
LICENSED LANDSCAPE ARCHITECT

NOT FOR CONSTRUCTION

COVINGTON SQUARE SUBDIVISION

DORMAN AVE., CALDWELL, ID 83605

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Rev 2	05.14.2026	City comments
Date:	05.14.2026	
Drawn By:	EV	

Drawing Title:

LANDSCAPE PLAN - AREA 5

Drawing No:

L105

LANDSCAPE MATERIALS LEGEND:

- SOD LAWN - SEE NOTE 5/L100
- CONCRETE PAVING, NATURAL GREY. SEE CIVIL FOR DETAIL
- PLAYGROUND MULCH
- 6' CLOSED VISION FENCE. SEE DETAIL 6/L150
- 4' OPEN VISION FENCE SEE DETAIL 3/L150
- BOULDERS 3'-4' LOCALLY SOURCED, SEE DETAIL 7/L150

PLANT PALETTE:

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
- DAPHINE
- 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:

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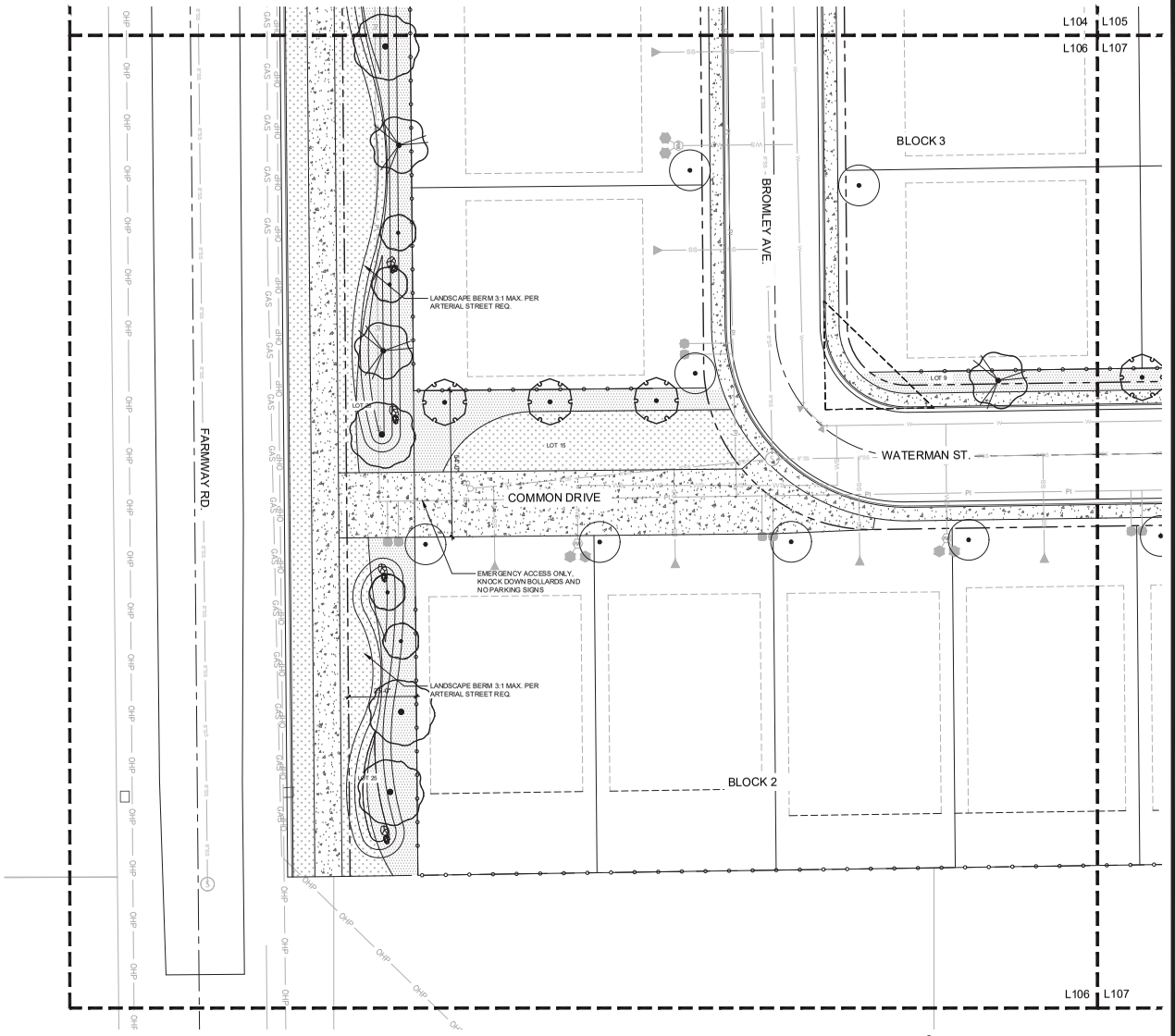
- LIRIODENDRON TULIPIFERA 'FASTIGATUM' - COLUMNAR TULIP TREE
- GINKGO BILBOA - MAIDENHAIR TREE
- CARPINUS BETULUS 'FRANS FONTAINE' - FRANS FONTAINE EUROPEAN HORNBEAM

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



plantas ARCHITECTURES

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COVINGTON SQUARE SUBDIVISION

DORMAN AVE., CALDWELL, ID 83605

Revision No:	Date:	Desc:
Rev 1	03.20.2026	City comments
Rev 2	05.14.2026	City comments

Date:	05.14.2026
Drawn By:	EV

Drawing Title:

LANDSCAPE PLAN - AREA 6

Drawing No:

L106

LANDSCAPE MATERIALS LEGEND:

- SOD LAWN - SEE NOTE 5/L100
- CONCRETE PAVING, NATURAL GREY. SEE CIVIL FOR DETAIL
- PLAYGROUND MULCH
- 6' CLOSED VISION FENCE, SEE DETAIL 6/L150
- 4' OPEN VISION FENCE SEE DETAIL 3/L150
- BOULDERS 3'-4' LOCALLY SOURCED, SEE DETAIL 7/L150

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
DAPHINE
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

NOTES:

**ALL PARKWAY LANDSCAPING AND LANDSCAPE AROUND BUILDING ENVELOPES INCLUDING TREES, LAWNS, IRRIGATION, AND CONCRETE APRONS TBD.

**FENCING:
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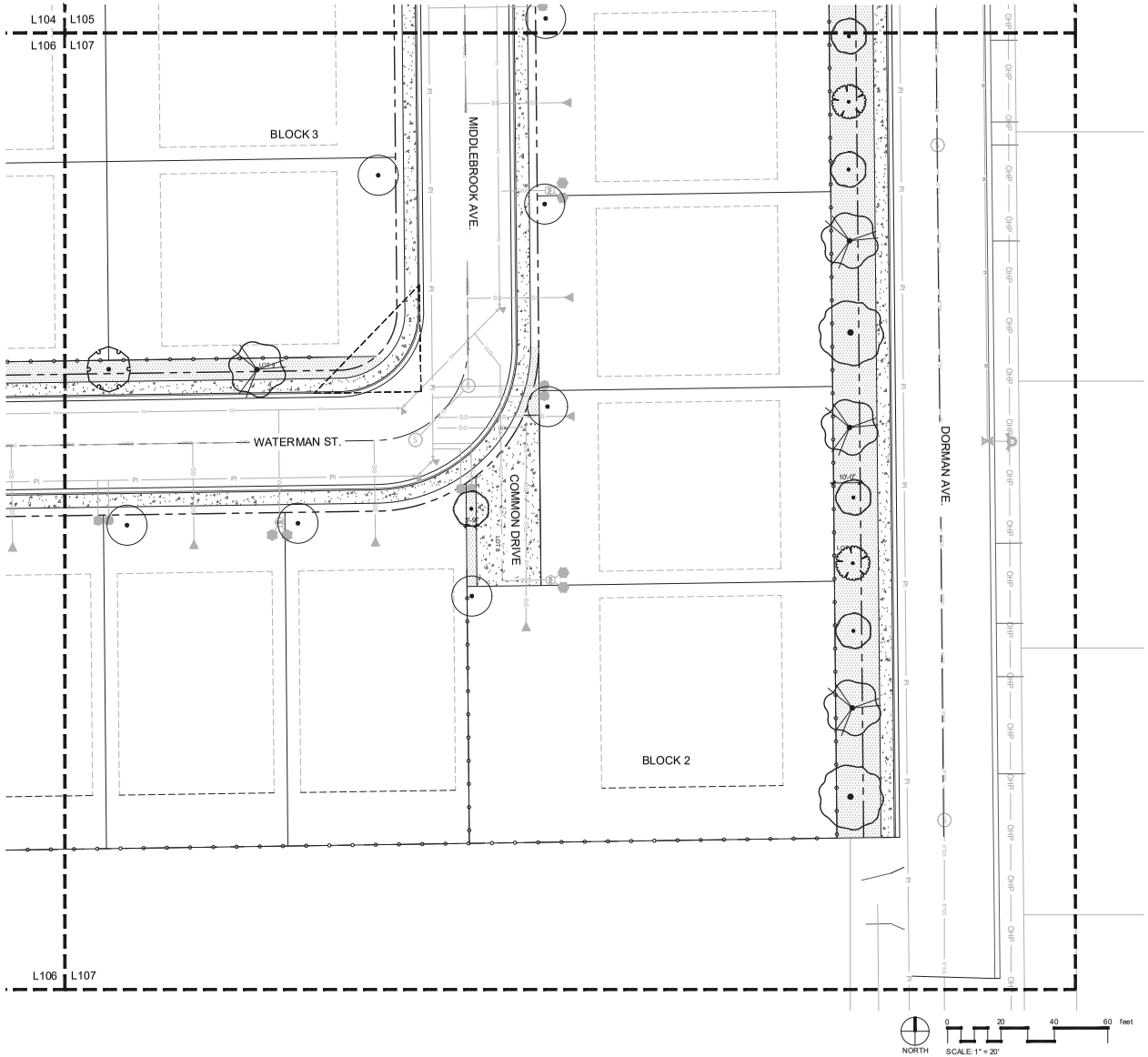
**FINAL PLACEMENT OF TREES ARE DEPENDENT ON FINAL PLACEMENTS OF SEEPAGE BEDS/DRAINAGE BASINS



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Rev 2	05.14.2026	City comments

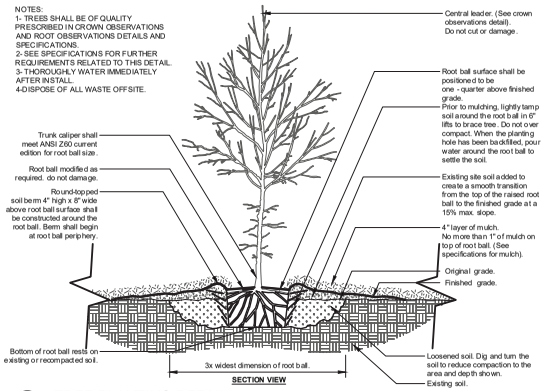
Date:	05.14.2026
Drawn By:	EV

Drawing Title:

LANDSCAPE PLAN - AREA 7

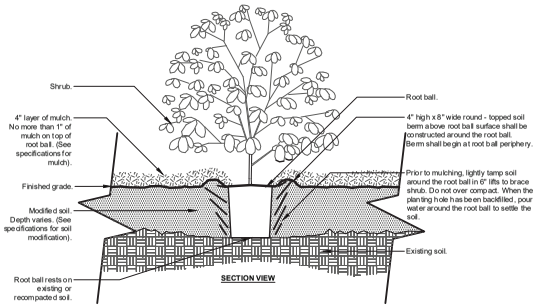
Drawing No:

L107



1 TREE PLANTING DETAIL

1/2" = 1'-0"



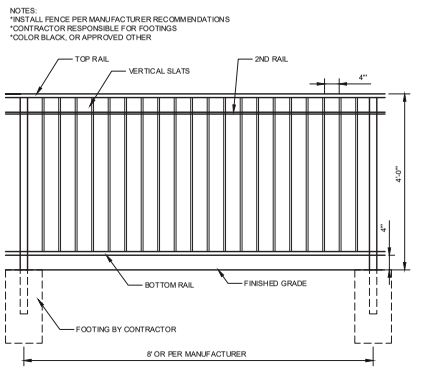
NOTES:
1- SHRUBS SHALL BE OF QUALITY PRESCRIBED IN THE ROOT OBSERVATIONS DETAIL AND SPECIFICATIONS.

2- SEE SPECIFICATIONS FOR FURTHER REQUIREMENTS RELATED TO THIS DETAIL.

3 - DISPOSE ALL WASTE OFFSITE.

2 SHRUB - MODIFIED SOIL

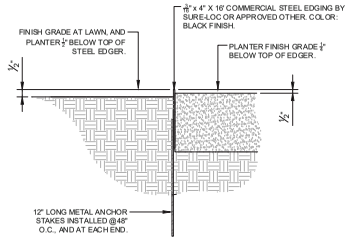
3/4" = 1'-0"



3 4' OPEN VISION FENCE

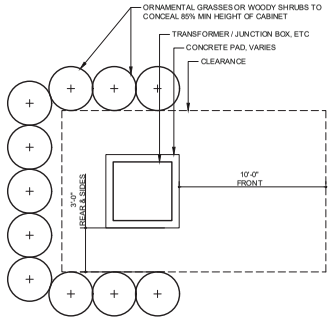
3/4" = 1'-0"

323106-02



4 STEEL LANDSCAPE EDGING

3" = 1'-0"

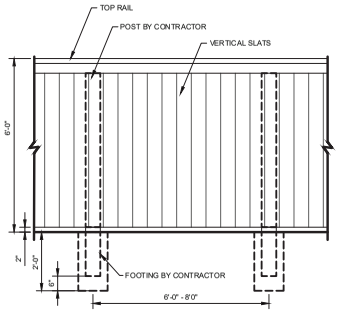


5 TRANSFORMER SCREENING

1/4" = 1'-0"

32 9339-01

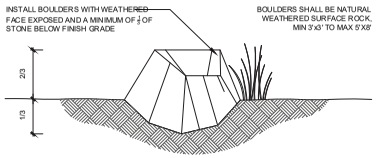
NOTE:
*POSTS, CONNECTIONS, SLATS & FOOTINGS BY CONTRACTOR



6 6` CLOSED VISION FENCE

1/2" = 1'-0"

323107-02



7 LANDSCAPE BOULDER PLACEMENT (TYP)

1" = 1'-0"

3294-01

plantas ARCHITECTURES

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Drawn By:	EV	

Drawing Title:

LANDSCAPE DETAILS

Drawing No:

L150

LANDSCAPE MATERIALS LEGEND:

- SOD LAWN - SEE NOTE 5/L100
- GENERAL PAVING. SEE CIVIL FOR DETAIL
- PLAYGROUND MULCH
- CLOSED VISION FENCE, SEE DETAIL 6/L150
- OPEN VISION FENCE SEE DETAIL 3/L150
- BOULDERS 3'-4' LOCALLY SOURCED, SEE DETAIL 7/L150

PLANT PALETTE:

KEY	COMMON NAME	KEY	COMMON NAME

SHADE/STREET TREES (CLASS II)

- EUROPEAN HORNBEAM
- HONEY LOCUST
- AUTUMN PURPLE ASH
- HERITAGE BIRCH

EVERGREEN TREES

- BLACK HILLS SPRUCE
- LAYERED BLUE SPRUCE
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- JUNIPER, SPP.
- MANZANITA, SPP.
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- BARBERRY
- ZAGREB COREOPSIS
- SPIREA, 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:

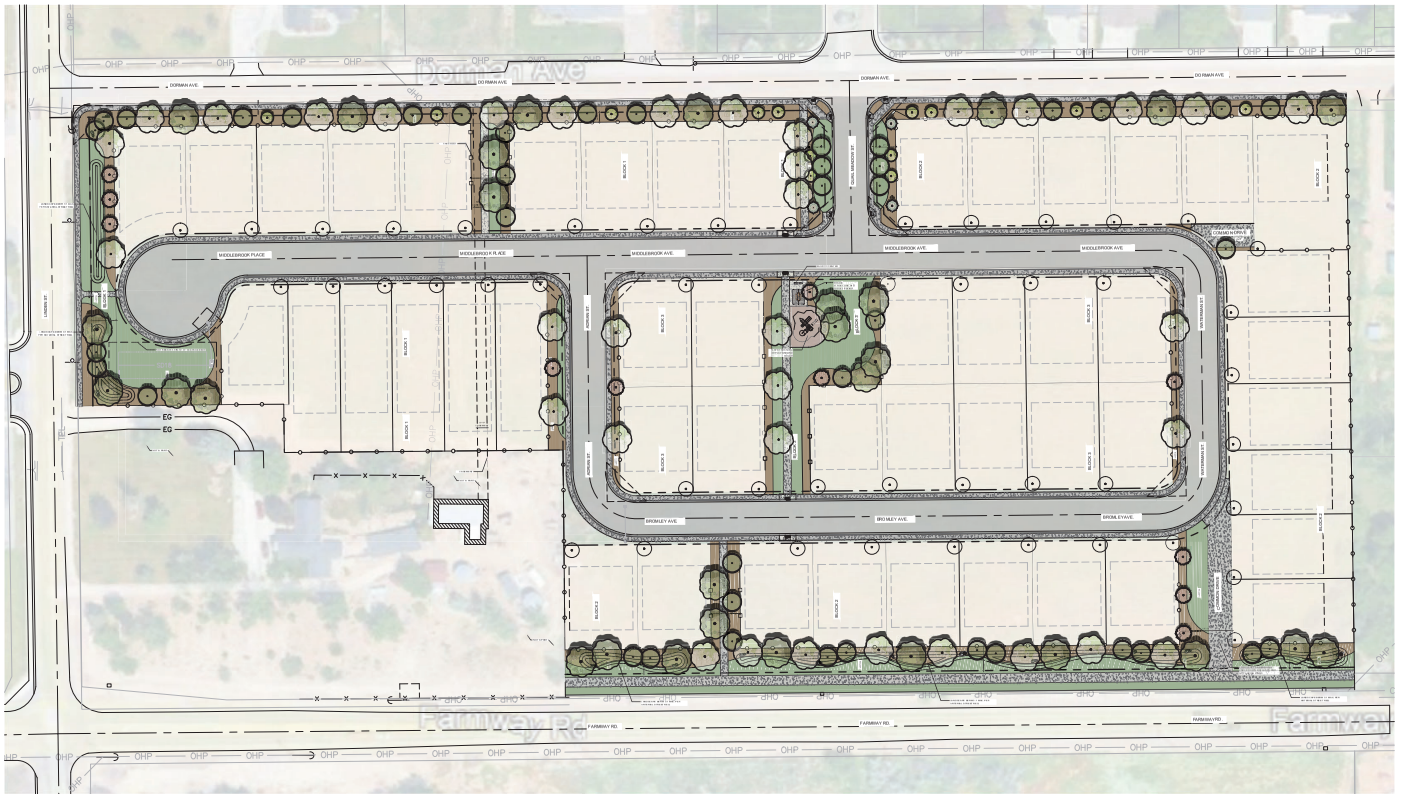
- PYRUS CALLERYANA 'REDSPIRE' - REDSPIRE CALLERY PEAR
- QUERCUS ROBUR X ALBA - OAK HYBRIDS 'COLUMNAR'
- LIRIODENDRON TULIPIFERA 'FASTIGATUM' - COLUMNAR TULIP TREE
- GINKGO BILBOA - MAIDENHAIR TREE
- CARPINUS BETULUS 'FRANS FONTAINE' - FRANS FONTAINE EUROPEAN HORNBEAM

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 ARTERIAL/S/COLLECTOR STREETS, AND BLOCK ENDS

**FINAL PLACEMENT OF TREES ARE DEPENDENT ON FINAL PLACEMENTS OF SEEPAGE BEDS/DRAINAGE BASINS



NORTH

0 60 120 180 feet

SCALE: 1" = 60'

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.
* COMMUNITY PATHWAY 8' MIN: 15 SHRUBS/100 LF, NO EVERGREENS, CLASS I AND II TREES 1/40LF.

NEIGHBORHOOD PATHWAY	TREES/SHRUBS REQUIRED	TREES/SHRUBS PROVIDED
LOT 9 BLOCK 1 - 38'	1/10	1/10 (TBD)

COMMUNITY PATHWAY	TREES/SHRUBS REQUIRED	TREES/SHRUBS PROVIDED
LOT 9 BLOCK 1 - 130'	3/20	3/20 (TBD)
LOT 15 BLOCK 1 - 128'	4/19	4/19 (TBD)
LOT 22 BLOCK 2 - 144'	4/22	4/22 (TBD)
LOT 4 BLOCK 3 - 222'	6/33	6/33(TBD)

STREET BUFFER:

- LOCAL: MINIMUM 10' BUFFER WIDTH.
- ARTERIAL: MINIMUM 25' 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) - 1,270'	37/318	39/318 (TBD)
** LAWN SQ.FT: 0 SF = 0%		
** PLANTER BED SQ.FT: 11,730SF		
QUAIL MEADOW LOOP (LOCAL) - 280' (BOTH SIDES)	7/70	10/70 (TBD)
** LAWN SQ.FT: 1,917 SF = 38%		
** PLANTER BED SQ.FT: 2,201SF		
LINDEN ST. (ARTERIAL) - 308'	9/77	11/77 (TBD)
** LAWN SQ.FT: 3,538 SF = 48%		
** PLANTER BED SQ.FT: 3,708SF		
FARMWAY RD. (ARTERIAL) - 808'	23/202	27/202 (TBD)
** LAWN SQ.FT: 8,016 SF = 40%		
** PLANTER BED SQ.FT: 11,353SF		

NOTE: ADDITIONAL TREES IN BUFFER COUNT TOWARDS LANDSCAPE COMMON OPEN SPACE

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 I OR CLASS III TREES TO SUPPLY SHADE FOR USERS.

OPEN SPACE- SQUARE FOOTAGE (SQ.FT.)	TREES REQUIRED	TREES PROVIDED
LOT 1 BLOCK 1 - 2,444 SQ.FT.	1	3
LOT 8 BLOCK 1 - 7,435 SQ.FT.	2	3
LOT 9 BLOCK 1 - 17,609 SQ.FT. @50% STREET BUFFER	4	4 (IN ADD. TO REQ. BUFFER/PATH)
LOT 15 BLOCK 1 - 4,362 SQ.FT.	1	1 (IN ADD. TO REQ. PATH)
LOT 1 BLOCK 2 - 6,838 SQ.FT. @50% STREET BUFFER	1	2 (IN ADD. TO REQ. BUFFER)
LOT 8 BLOCK 2 - 1,492 SQ.FT.	1	1
LOT 15 BLOCK 2 - 6,642 SQ.FT.	1	3
LOT 22 BLOCK 2 - 3,210 SQ.FT.	1	1 (IN ADD. TO REQ. PATH)
LOT 25 BLOCK 2 - 20,177 SQ.FT. @50% STREET BUFFER	4	4 (IN ADD. TO REQ. BUFFER)
LOT 1 BLOCK 3 - 957 SQ.FT.	1	3
LOT 4 BLOCK 3 - 17,897 SQ.FT.	4	6 (IN ADD. TO REQ. PATH)
LOT 9 BLOCK 3 - 999 SQ.FT.	1	3

TREE SPECIES:

* NO MORE THAN 40% OF THE REQUIRED TREES SHALL BE OF THE SAME TREE SPECIES.
* NO MORE THAN 50% OF THE REQUIRED TREES SHALL BE CLASS I TREES, UNLESS SUCH TREES ARE LOCATED WHERE OVERHEAD POWER LINES PROHIBIT THE USE OF TALLER TREES.

TREE SPECIES REQUIRED		TREES SPECIES PROVIDED
DORMAN AVE.	3	4
FARMWAY RD.	3	3
LINDEN ST.	3	4

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

plantas ARCHITECTURES

EMILY VOGES Landscape Architect
emily@plantasarch.com
208.957.9431

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STATE OF IDAHO · EMILY M VOGES · LA-15805 · PLT-1139 · REGISTERED LANDSCAPE ARCHITECT

NOT FOR CONSTRUCTION

COVINGTON SQUARE SUBDIVISION

DORMAN AVE., CALDWELL, ID 83605

Revision No:	Date:	Desc:
Rev 1	03.20.2026	City comments
Rev 2	05.14.2026	City comments
Date:	05.14.2026	
Drawn By:	EV	

Drawing Title:

LANDSCAPE COLOR EXHIBIT

Drawing No:

L100C

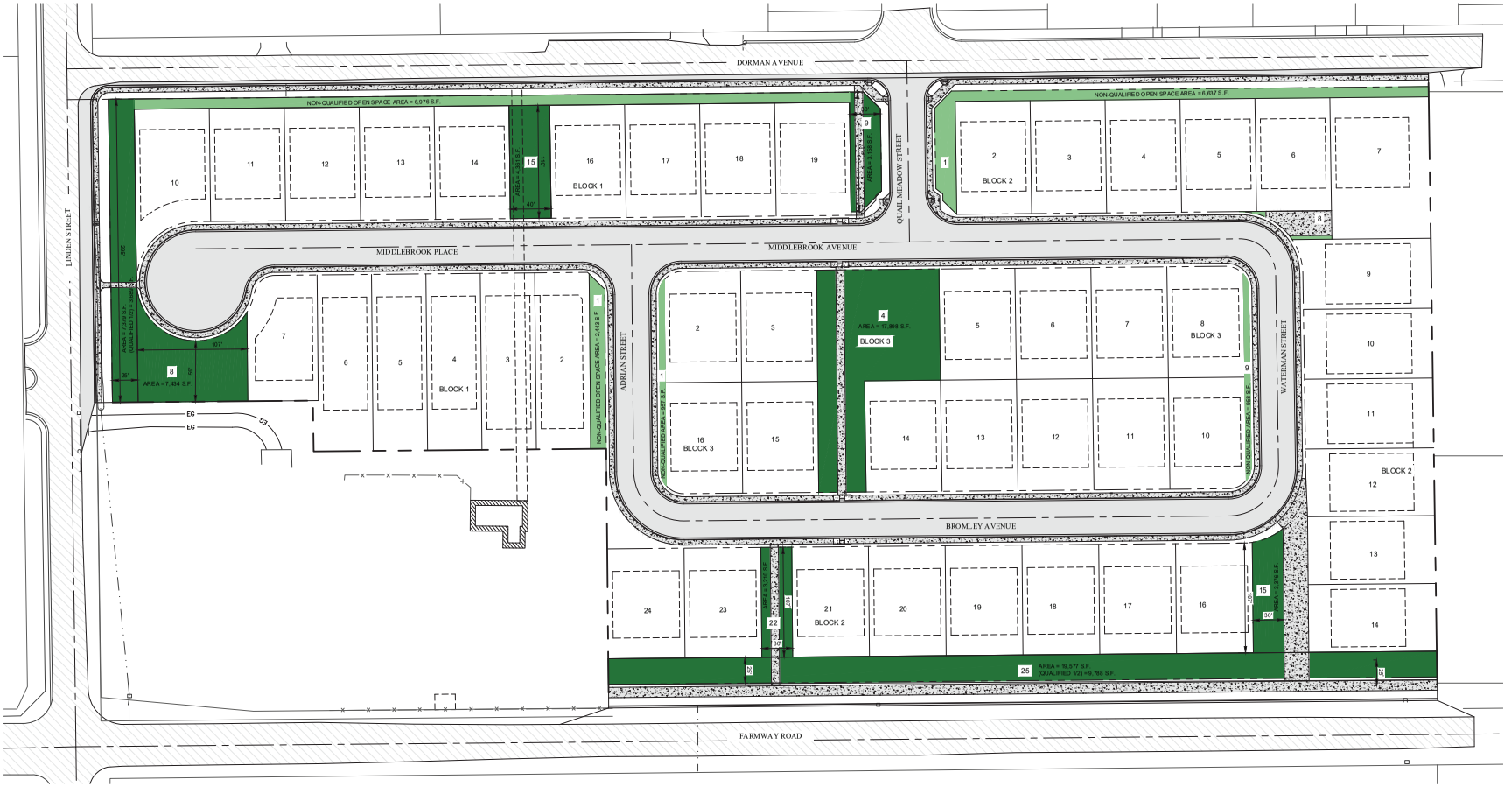
OPEN SPACE				
BLOCK	LOT	AREA (S.F.)	QUALIFIED OR NON-QUALIFIED	PERCENT OF TOTAL SITE
1	1	2,443	NON-QUALIFIED	0.37%
1	8	7,434	QUALIFIED	1.14%
1	9	6,847	QUALIFIED	1.05%
1	15	4,361	QUALIFIED	0.67%
2	1	6,637	NON-QUALIFIED	1.02%
2	15	3,376	QUALIFIED	0.78%
2	22	3,210	QUALIFIED	0.50%
2	25	9,788	QUALIFIED	1.50%
3	1	957	NON-QUALIFIED	0.15%
3	4	17,898	QUALIFIED	3.38%
3	10	968	NON-QUALIFIED	0.16%
TOTAL QUALIFIED OPEN SPACE = 52,914 S.F (8.1% OF TOTAL SITE AREA)				

TOTAL QUALIFIED OPEN SPACE
AREA = 52,914 S.F. (1.21 ACRES)

N

0 25 50 100 150

SCALE: 1" = 50'



PROJECT ADDRESS
Site Address: 0 W LINDEN ST, CA
Parcel ID: 27983010 0

BRONZE BOW
P.O. BOX 8525
RENO, NV 89507
JADON@BRONZEBOWLAND.COM

COVINGTON SQUARE

OPEN SPACE EXHIBIT

DESIGNED	JKS
DRAWN	JKS
CHECKED	KS
APPROVED	KS

PROJECT REVISIONS

NO.	ITEM	DATE

E-FILE NAME: 25005 - OPEN SPA

SHEET 7 OF 8

DATE: MARCH 2026
BRONZE BOW PROJECT NO: 25005

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PRELIMINARY PLAT
FOR
COVINGTON SQUARE
LOCATED IN A PORTION OF THE NW ¼, NW ¼ OF SECTION 33, T.4N.,R.3W., B.M., CALDWELL, CANYON COUNTY, IDAHO
MARCH 2026

DEVELOPER

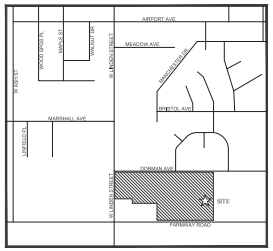
BST DEV LLC
802 NORTH ACER LOOP
SUITE 100
NAMPA IDAHO, 83687
CONTACT:
TAYLOR SCHMIDT
EMAIL: TAYLORSCHMIDT208@OUTLOOK.COM

SURVEYOR

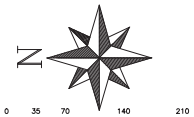
COMPASS LAND SURVEYING
623 11TH AVENUE SOUTH
NAMPA, ID 83651
PHONE: (208) 442-0115

ENGINEER

KEITH SCHNEIDER
EMAIL: KEITH@BRONZEBOWLAND.COM
P.O. BOX 8525
BOISE, IDAHO 83707



Vicinity Map
NOT TO SCALE



SITE DATA

SITE AREA = ±14.89 ACRES

CANYON COUNTY PARCEL #27983010 0

CURRENT LAND USE ZONE: R-1 (CITY OF CALDWELL)

PROPOSED LAND USE ZONE: R-1

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	20 FEET

AREA CALCULATIONS:

AVERAGE LOT SIZE	6,457 SF
RESIDENTIAL DENSITY	3.96 DU/AC
PROVIDED (QUALIFIED OPEN SPACE)	1.81 AC (12.15%)

NOTES

1. MAINTENANCE OF THE COMMON AREAS SHALL BE BY THE COVINGTON SQUARE 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-1.
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.
5. TO THE BEST OF THE PREPARER'S KNOWLEDGE, THE PRELIMINARY PLAT MEETS ALL REQUIREMENTS OF CITY CODE

LOT SUMMARY		
	NUMBER	AREA (AC)
DETACHED SINGLE FAMILY RESIDENTIAL	35	6.79
ATTACHED SINGLE FAMILY RESIDENTIAL	24	1.95
COMMON LOTS	12	2.52
PUBLIC RIGHT-OF-WAY (ON-SITE)	N/A	3.63
TOTAL	82	14.89

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



LEGEND

- PROPERTY BOUNDARY
- ADJACENT PROPERTY BOUNDARY
- LOT LINE
- ROAD CENTERLINE
- ROAD RIGHT OF WAY
- CURB AND GUTTER
- MASON CREEK FEEDER EASEMENT
- EXISTING WATER LINE
- WATER MAIN
- WATER SERVICE
- EXISTING SEWER MAIN
- SEWER MAIN
- SEWER SERVICE
- STORM DRAIN PIPE
- EXISTING STORM DRAIN PIPE
- EXISTING OVERHEAD POWER
- EXISTING BURIED POWER
- EXISTING PRESSURE IRRIGATION
- PRESSURE IRRIGATION
- EXISTING ROAD SHOULDER
- EXISTING EDGE OF PAVEMENT
- EXISTING GAS LINE
- EXISTING TELEPHONE LINE
- TOP OF BANK
- BOTTOM OF DITCH
- EDGE OF GRAVEL ROAD
- EXISTING FENCE LINE
- DITCH CENTERLINE
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- MAJOR CONTOUR
- MINOR CONTOUR
- EXISTING ASPHALT
- ASPHALT
- CONCRETE SIDEWALK/PATH
- EXISTING GRAVEL
- EXISTING CONCRETE
- EXISTING SEWER MANHOLE
- SEWER MANHOLE
- EXISTING SEWER CLEANOUT
- EXISTING WATER BLOW OFF
- WATER BLOW OFF
- WATER METER
- FIRE HYDRANT
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- WATER VALVE
- EXISTING SAND AND GREASE TRAP
- SAND AND GREASE TRAP
- EXISTING CATCH BASIN
- CATCH BASIN
- SEEPAGE BED
- LIGHT POLE
- SIGN

PROJECT ADDRESS
Site Address: 0 W LINDEN ST, CA
Parcel ID: 27983010 0

BRONZE BOW
P.O. BOX 8525
BOISE, IDAHO 83707
JADON@BRONZEBOWLAND.COM

COVINGTON SQUARE
COVER

DESIGNED	JKS
DRAWN	JKS
CHECKED	KS
APPROVED	KS

PROJECT REVISIONS

NO.	ITEM	DATE

FILE NAME: 25005 - COVER.dwg

PROFESSIONAL ENGINEER LICENSED 19479 STATE OF IDAHO KEITH A. SCHNEIDER

SHEET 1 OF 8

DATE: MARCH 2026
BRONZE BOW PROJECT NO: 25005

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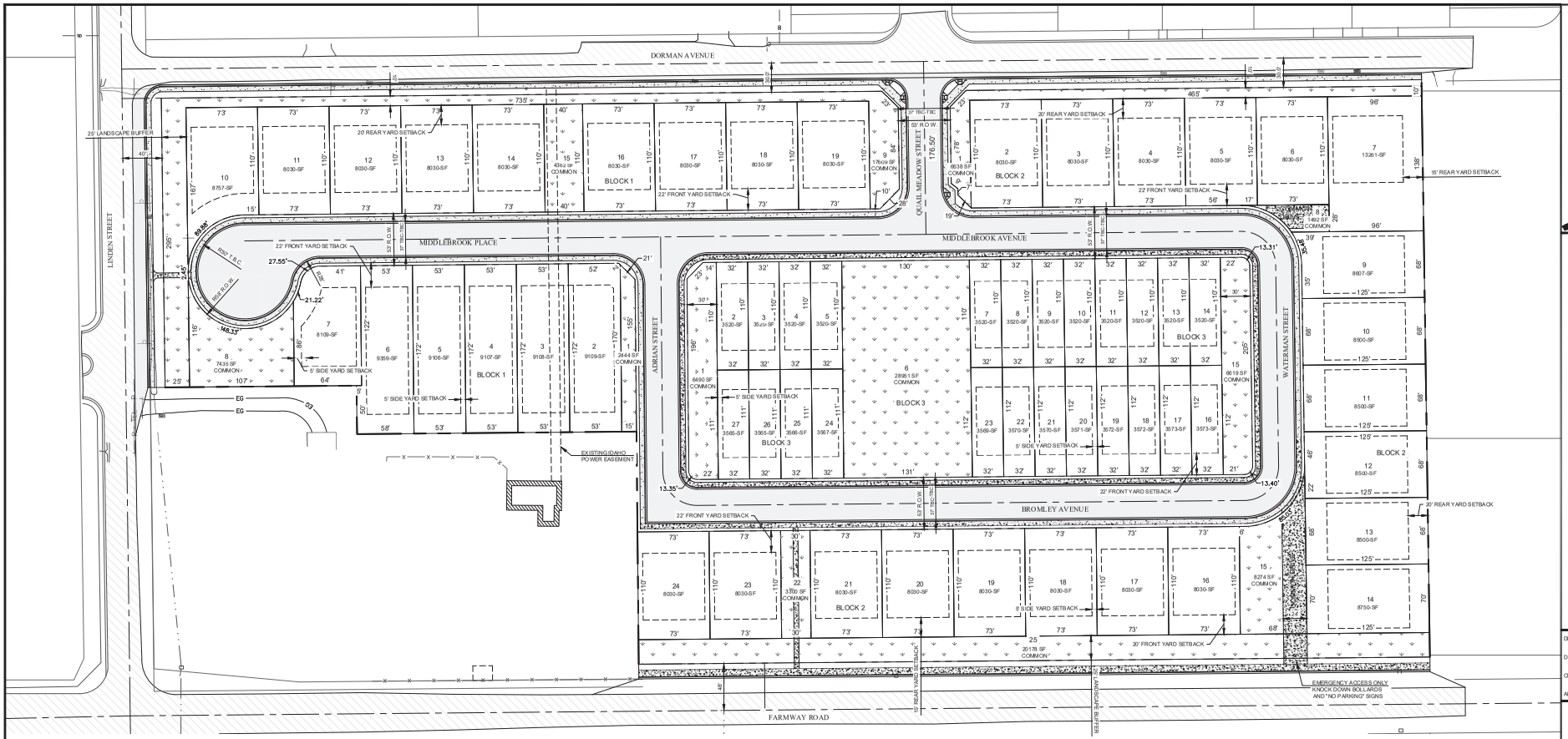
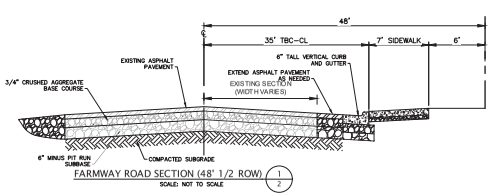
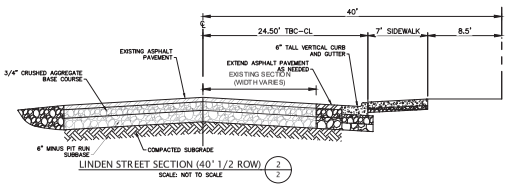
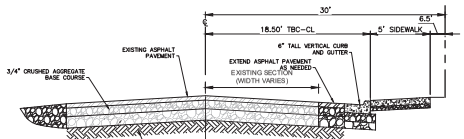




FARMWAY ROAD SECTION (48' 1/2 ROW) (1/2)
SCALE: NOT TO SCALE



LINDEN STREET SECTION (40' 1/2 ROW) (2/2)
SCALE: NOT TO SCALE



DORMAN AVE SECTION (30' 1/2 ROW) (3/2)
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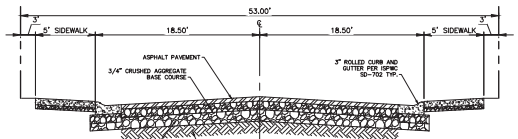
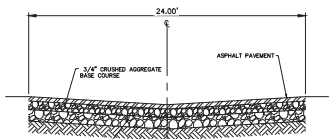


37' TYPICAL STREET SECTION (53' ROW) (4/2)
SCALE: NOT TO SCALE



24' COMMON DRIVE SECTION (5/2)
SCALE: NOT TO SCALE

PROJECT ADDRESS
Site Address: 0 W LINDEN ST, CA
Parcel ID:27983010 0

BRONZE BOW
P.O. BOX 8525
BOISE, ID 83707
JADON@BRONZEBOWLAND.COM

COVINGTON SQUARE

LOT DIMENSIONS

DESIGNED	JKS
DRAWN	JKS
CHECKED	KS
APPROVED	KS

PROJECT REVISIONS

NO.	ITEM	DATE

E-FILE NAME: 25005 - LOT DIMS

PROFESSIONAL ENGINEER LICENSED 19479 STATE OF IDAHO KEITH A. SCHNEIDER

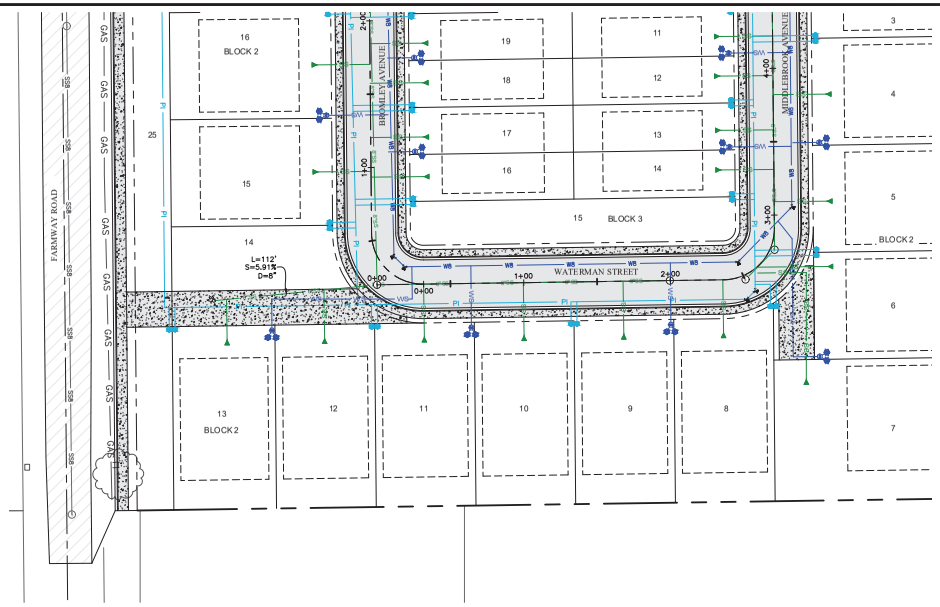
SHEET 2 OF 8

DATE: MARCH 2026
BRONZE BOW PROJECT NO: 25005

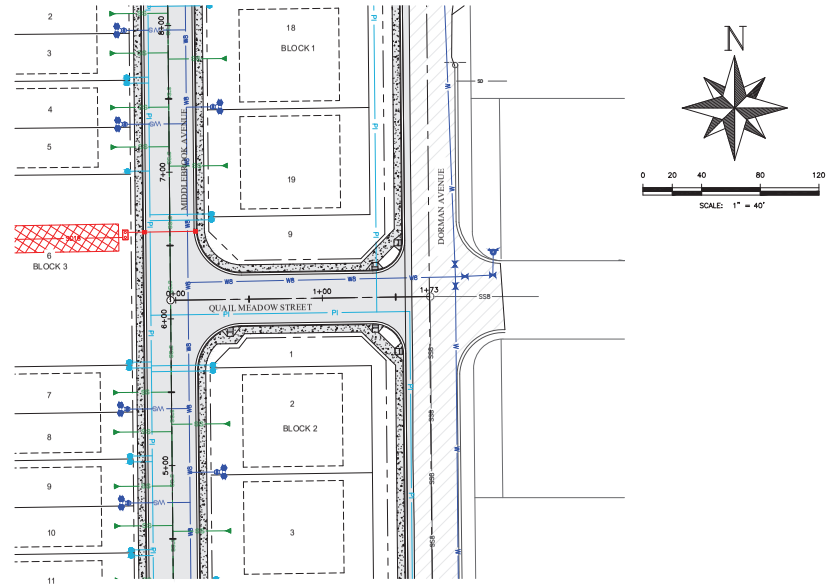
C:\USERS\JADON\BRONZE BOW DROPBOX\JADON SCHNEIDER\BRONZE BOW LAND\PROJECTS\25005 - COVINGTON SQUARE\CAD\SHEETS\25005 - LOT DIMS (PP).DWG

COVINGTON SQUARE
UTILITIES - SHEET 1 OF 3
RONZE BOW
P.O. BOX 8525
BOISE, ID 83707
JADON@BRONZEBOWLAND.COM
DESIGNED JKS
DRAWN JKS
CHECKED KS
APPROVED KS
PROJECT REVISIONS
NO. ITEM DATE
E-FILE NAME 25005 - UTILITIES
PROFESSIONAL ENGINEER 19479 IDAHO JASON A. KEISER 07/17
SHEET 3 OF 8
DATE: MARCH, 2026
PROJECT NUM. 25005
PROJECT ADDRESS
Site Address: 0 W LINDEN ST, CA
Parcel ID:279830100 0
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 QUAIL MEADOW LOOP AND FARMWAY ROAD IS LOCATED ACROSS
11-02-02-C-28A: SEWER DISPOSAL: THIS SUBDIVISION WILL BE SERVED BY GRAVITY SEWER THAT WILL TIE INTO THE CITY OF CALDWELL'S EXISTING SEWER MAINS. THE SANITARY SEWER MAINS WILL OWN, THE SANITARY SEWER MAINS UPON FINAL ACCEPTANCE.
11-02-02-C-28B: WATER SUPPLY: WATER MAINS WILL BE LOOPED THROUGH THE SITE TO CONNECT TO THE CALDWELL MUNICIPAL 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 WILL BE ACCOMPLISHED BY UTILIZING THE USE OF SHALLOW INFILTRATION SWALES OR SUBSURFACE SEEPAGE BEDS. AN EASEMENT WILL BE PROVIDED TO THE CITY FOR 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 TO SERVE THE SUBDIVISION. WE CONNECT TO AN EXISTING SYSTEM AT THE CITY'S DISCRETION. OWNERSHIP AND MAINTENANCE OF THE IP PUMP STATION AND PRESSURE IRRIGATION MAINS WILL BE TRANSFERRED TO THE CALDWELL MUNICIPAL IRRIGATION DISTRICT (CMID).
BROMLEY AVENUE PLAN VIEW
BROMLEY AVENUE PROFILE
HORIZONTAL SCALE: 1" = 40'
VERTICAL SCALE: 1" = 4'
SCALE: 1" = 60'
C:\USERS\JADON\BRONZE BOW DROPBOX\JADON JASON\KEISER\BRONZE BOW\1-LAND\PROJECTS\25005 - COVINGTON SQUARE\CAD\SHEETS\25005 - UTILITIES (PP3).DWG

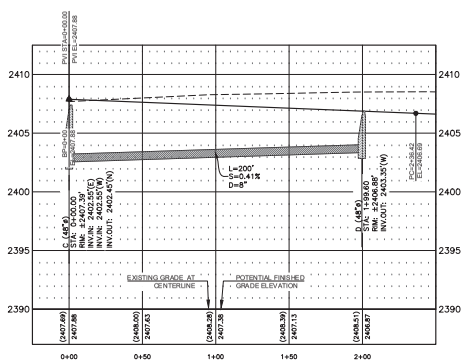
PROJECT ADDRESS
Site Address: 0 W LINDEN ST, CA
Parcel ID: 279030100 0
COVINGTON SQUARE
UTILITIES - SHEET 2 OF 3
BRONZE BOW
P.O. BOX 8525
BOISE, ID 83707
JADON@BRONZEBOWLAND.COM
PROJECT REVISIONS
NO. ITEM DATE
DESIGNED KS
DRAWN MK
CHECKED KS
APPROVED
E-FILE NAME 25005 - UTILITIES
SHEET 4 OF 8
DATE: MARCH, 2026
PROJECT NUM 25005
MIDDLEBROOK PLACE/AVENUE PLAN VIEW
MIDDLEBROOK PLACE/AVENUE PROFILE
HORIZONTAL SCALE: 1" = 40'
VERTICAL SCALE: 1" = 4'
SCALE 1" = 40'
N
MIDDLEBROOK AVENUE
MIDDLEBROOK PLACE
WATERMAN PLACE
QUAIL MEADOW STREET
ADRIAN STREET
DORMAN AVENUE
BLOCK 1
BLOCK 2
BLOCK 3
POTENTIAL FINISHED GRADE ELEVATION
EXISTING GRADE AT CENTERLINE
Page 562 of 771



WATERMAIN STREET PLAN VIEW



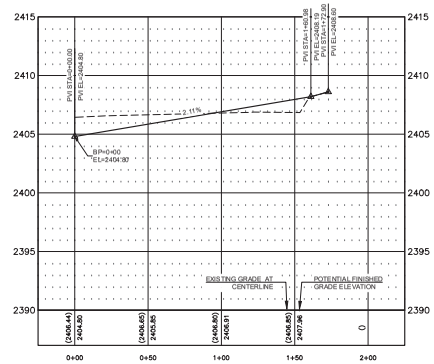
QUAIL MEADOW STREET PLAN VIEW



WATERMAIN STREET PROFILE

HORIZONTAL SCALE: 1" = 40'

VERTICAL SCALE: 1" = 4'



QUAIL MEADOW STREET PROFILE

HORIZONTAL SCALE: 1" = 40'

VERTICAL SCALE: 1" = 4'

PROJECT ADDRESS
Site Address: 0 W LINDEN ST, CA
Parcel ID:27983010 0

BRONZE BOW
P.O. BOX 8525
BOISE, ID 83707
JADON@BRONZEBOWLAND.COM

COVINGTON SQUARE

UTILITIES - SHEET 3 OF 3

DESIGNED	JKS
DRAWN	JKS
CHECKED	KS
APPROVED	KS

PROJECT REVISIONS

NO.	ITEM	DATE

E-FILE NAME: 25005 - UTILITIE

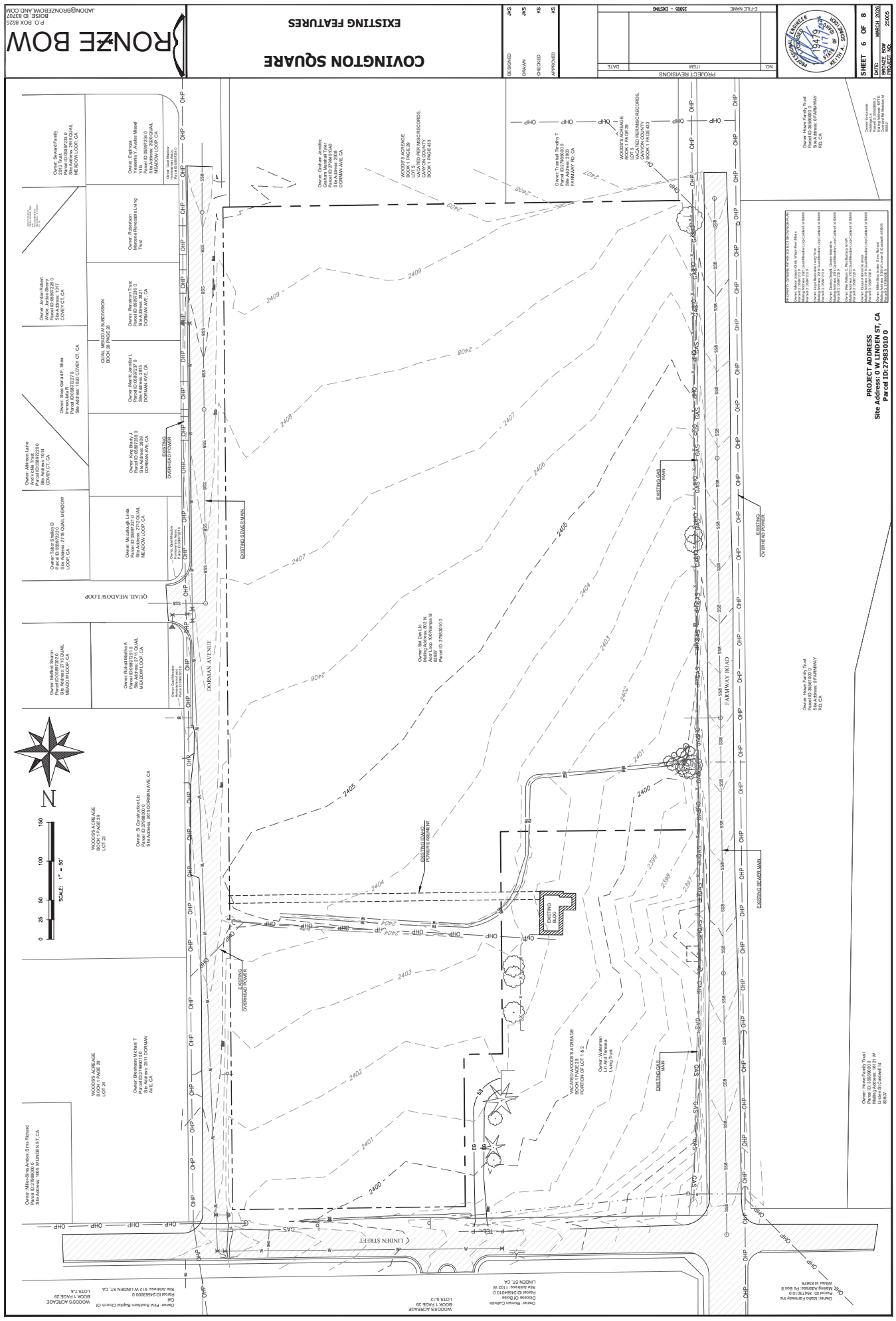
PROFESSIONAL ENGINEER LICENSED 19479 STATE OF IDAHO 2026 KEITH A. SCHNEIDER

SHEET 5 OF 8

DATE: MARCH 2026

BRONZE BOW PROJECT NO: 25005

C:\USERS\JADON\BRONZE BOW DROP BOX\JADON SCHNEIDER\BRONZE BOW LAND\PROJECTS\25005 - COVINGTON SQUARE\CAD\SHEETS\25005 - UTILITIES (PP).DWG


COVINGTON SQUARE
EXISTING FEATURES
RONZE BOW
P.O. BOX 8525
BOISE, ID 83707
JADON@BRONZEBOWLAND.COM
DESIGNED JKS
DRAWN JKS
CHECKED KS
APPROVED KS
PROJECT REVISIONS
NO. ITEM DATE
E.F.S.E NAME
2005 - EXISTING
SHEET 6 OF 8
DATE: MARCH, 2026
PROJECT NUM 25005
PROJECT ADDRESS
Site Address: 0 W LINDEN ST, CA
Parcel ID:27983010 0
SCALE: 1" = 50'
0 25 50 100 150
N
LINDEN STREET
DORMAN AVENUE
FAIRWAY ROAD
QUAIL MEADOW LOOP
EXISTING OVERHEAD POWER
EXISTING GAS MAIN
EXISTING SEWER MAIN
EXISTING ROAD POWER EASEMENT
EXISTING BUSH
WOODS ACREAGE BOOK 1 PAGE 29 LOT 23
WOODS ACREAGE BOOK 1 PAGE 29 LOT 24
WOODS ACREAGE BOOK 1 PAGE 29 LOT 1 & 2
WOODS ACREAGE BOOK 1 PAGE 29 LOTS 9-12
WOODS ACREAGE BOOK 1 PAGE 29 LOTS 7-8
VACATED WOODS'S ACREAGE BOOK 1 PAGE 29 PORTION OF LOT 1 & 2
QUAIL MEADOW SUBDIVISION BOOK 28 PAGE 28
Owner: Sheet Family 2013 Trust Parcel ID:2388723 0 Site Address: 2910 QUAIL MEADOW LOOP, CA
Owner: Espinoza Yesenia Y Avalos Maeal Villa Parcel ID:2388724 0 Site Address: 2880 QUAIL MEADOW LOOP, CA
Owner: Robertson Marianne Revocable Living Trust
Owner: Jordan Robert Wade Parcel ID:2388725 0 Site Address: 1077 OCHA CT, CA
Owner: Rastrilla Trust Parcel ID:2388726 0 Site Address: 2871 DORMAN AVE, CA
Owner: Shek Ge-ai F. Shea Immaculata R. Parcel ID:2388727 0 Site Address: 1030 COVEY CT, CA
Owner: Martin Jennifer L Parcel ID:2388727 0 Site Address: 2915 DORMAN AVE, CA
Owner: Atkinson Lane And Viola Trust Parcel ID:2388728 0 Site Address: 1014 COVEY CT, CA
Owner: Xia Shaoqi J Parcel ID:2388729 0 Site Address: 2909 DORMAN AVE, CA
Owner: Tatos Shirley D Parcel ID:2388722 0 Site Address: 2730 QUAIL MEADOW LOOP
Owner: Mcdonough Linda Parcel ID:2388721 0 Site Address: 2721 QUAIL MEADOW LOOP, CA
Owner: Quail Meadow Homeowners Association Parcel ID:2388720 0
Owner: Mefford Sharon Parcel ID:2388720 0 Site Address: 2711 QUAIL MEADOW LOOP, CA
Owner: Rishal Martha A Parcel ID:2388719 0 Site Address: 2701 QUAIL MEADOW LOOP, CA
Owner: Bradmans Michael T Parcel ID:2788910 0 Site Address: 2911 DORMAN AVE, CA
Owner: Miller-Sims Amber Sims Richard Parcel ID:2788908 0 Site Address: 1005 W LINDEN ST, CA
Owner: SI Construction Llc Parcel ID:2788909 0 Site Address: 2919 DORMAN AVE, CA
Owner: Graham Jennifer Parcel ID:2788913 0 Site Address: 2904 DORMAN AVE, CA
Owner: Trumbull Timothy T Parcel ID:2788909 0 Site Address: 2905 FAIRWAY RD, CA
Owner: Howe Family Trust Parcel ID:3858900 0 Site Address: 0 FAIRWAY RD, CA
Owner: Howe Family Trust Parcel ID:3858900 0 Site Address: 0 FAIRWAY RD, CA
Owner: Howe Family Trust Parcel ID:3858900 0 Site Address: 0 W LINDEN ST Linden St Caldwell Id 83607
Owner: Waterman Lin And Teresa Trust
Owner: Bai Dai Llc Site Address: 0 N Acer Loop 100 Nampa Id Parcel ID: 27983010 0
Owner: Roman Catholic Diocese Of Boise Site Address: 1102 W LINDEN ST, CA
Owner: First Solomn Baptist Church Of Parcel ID:2466000 0 Site Address: 912 W LINDEN ST, CA
Owner: Idaho Fairway Inc Parcel ID: 3567910 0 Site Address: PO Box 8 Weiser Id 83672

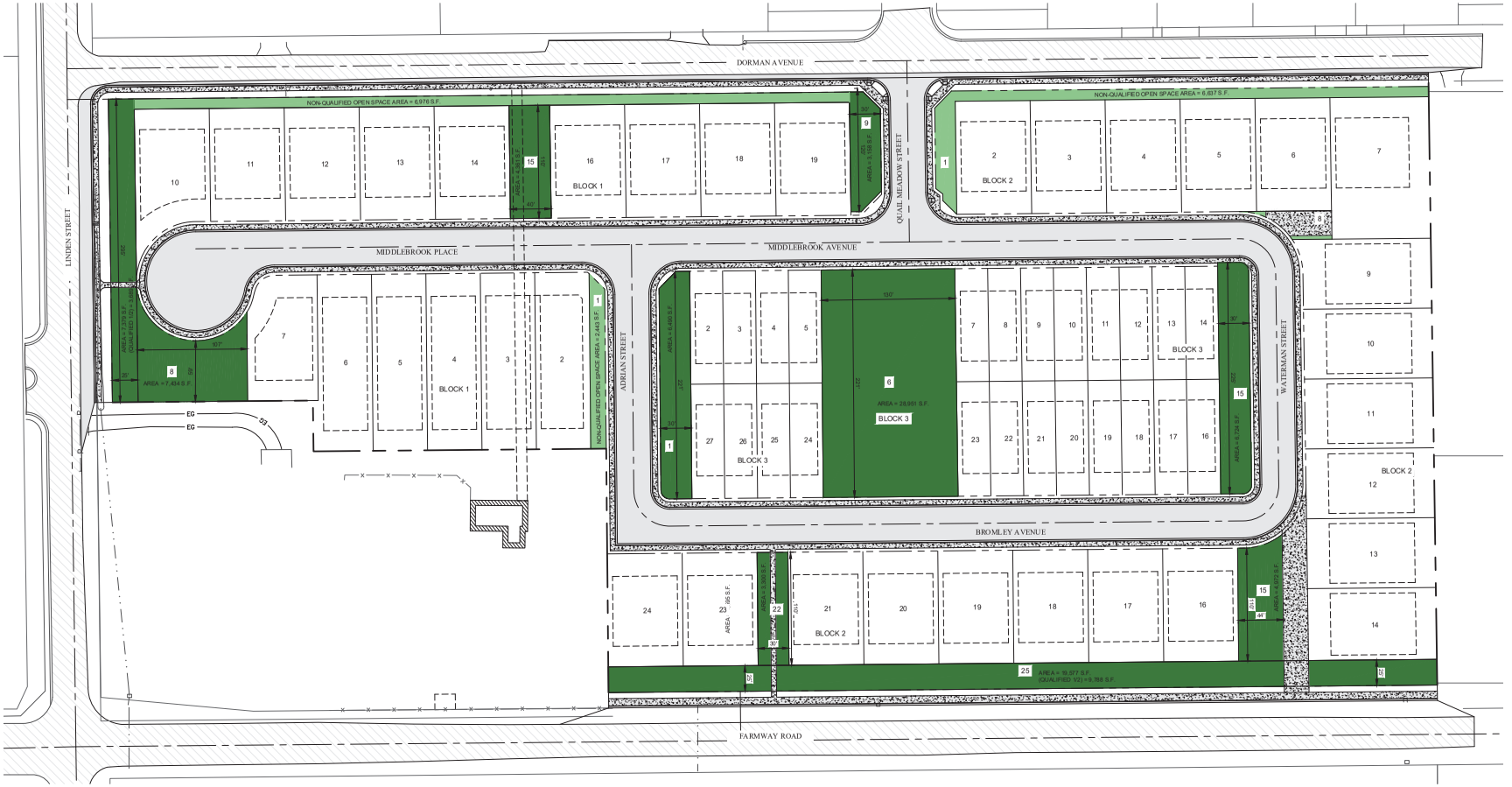
OPEN SPACE				
BLOCK	LOT	AREA (S.F.)	QUALIFIED OR NON-QUALIFIED	PERCENT OF TOTAL SITE
1	1	2,443	NON-QUALIFIED	0.37%
1	8	7,434	QUALIFIED	1.14%
1	9	6,847	QUALIFIED	1.05%
1	15	4,361	QUALIFIED	0.67%
2	1	6,637	NON-QUALIFIED	1.02%
2	15	4,972	QUALIFIED	0.76%
2	22	3,300	QUALIFIED	0.50%
2	25	9,788	QUALIFIED	1.50%
3	1	6,490	QUALIFIED	1.00%
3	6	28,951	QUALIFIED	4.46%
3	14	6,724	QUALIFIED	1.03%
TOTAL QUALIFIED OPEN SPACE = 78,867 S.F (12% OF TOTAL SITE AREA)				

TOTAL QUALIFIED OPEN SPACE
AREA = 78,867 S.F. (1.81 ACRES)

N

0 25 50 100 150

SCALE: 1" = 50'



PROJECT ADDRESS
Site Address: 0 W LINDEN ST, CA
Parcel ID:27983010 0

BRONZE BOW
P.O. BOX 8525
BOISE, ID 83707
JADON@BRONZEBOWLAND.COM

COVINGTON SQUARE

OPEN SPACE EXHIBIT

DESIGNED	JKS
DRAWN	JKS
CHECKED	KS
APPROVED	KS

PROJECT REVISIONS

NO.	ITEM	DATE

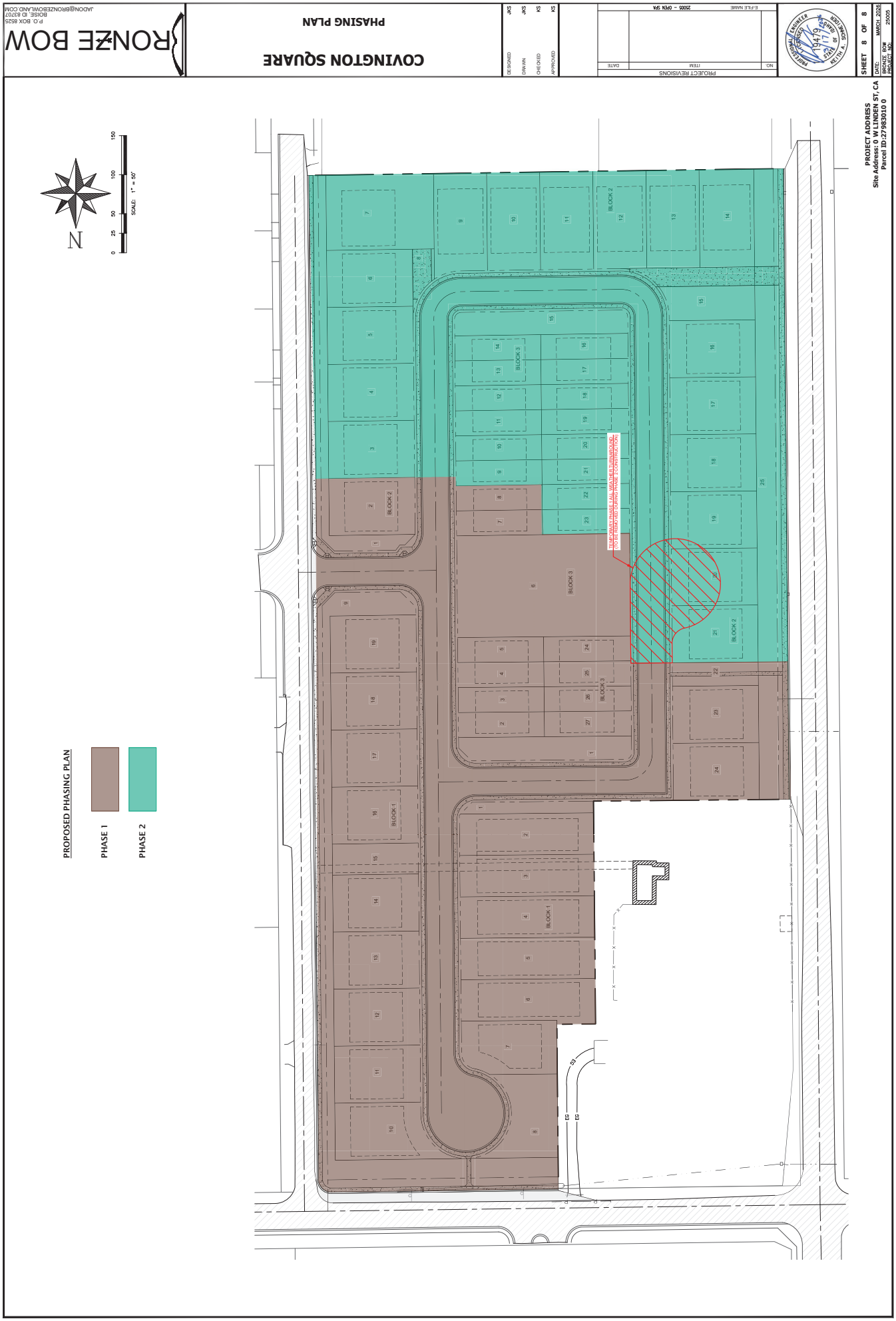
FILE NAME: 25005 - OPEN SPA

PROFESSIONAL ENGINEER LICENSED 19479 STATE OF IDAHO KEITH A. SCHNEIDER

SHEET 7 OF 8

DATE: MARCH 2026
BRONZE BOW PROJECT NO: 25005

C:\USERS\JADON\BRONZE BOW DROPBOX\JADON SCHNEIDER\BRONZE BOW LAND\PROJECTS\25005 - COVINGTON SQUARE\CAD\SHEETS\25005 - OPEN SPACE (PP).DWG



RONZE BOW
P.O. BOX 8525
BOISE, ID 83707
JADON@BRONZEBOWLAND.COM
COVINGTON SQUARE
PHASING PLAN
DESIGNED JKS
DRAWN JKS
CHECKED KS
APPROVED KS
PROJECT REVISIONS
NO.
ITEM
DATE
E-FILE NAME 25005 - OPEN SPA
SHEET 8 OF 8
DATE: MARCH 2026
BRONZE BOW
PROJECT NO: 25005
PROJECT ADDRESS
Site Address: 0 W LINDEN ST, CA
Parcel ID:27983010 0
N
SCALE: 1" = 50'
0 25 50 100 150
PROPOSED PHASING PLAN
PHASE 1
PHASE 2
BLOCK 1
BLOCK 2
BLOCK 3
TEMPORARY PHASE 1 ALL WEATHER TURNAROUND (TO BE REMOVED DURING PHASE 2 CONSTRUCTION)





DORMAN AVENUE





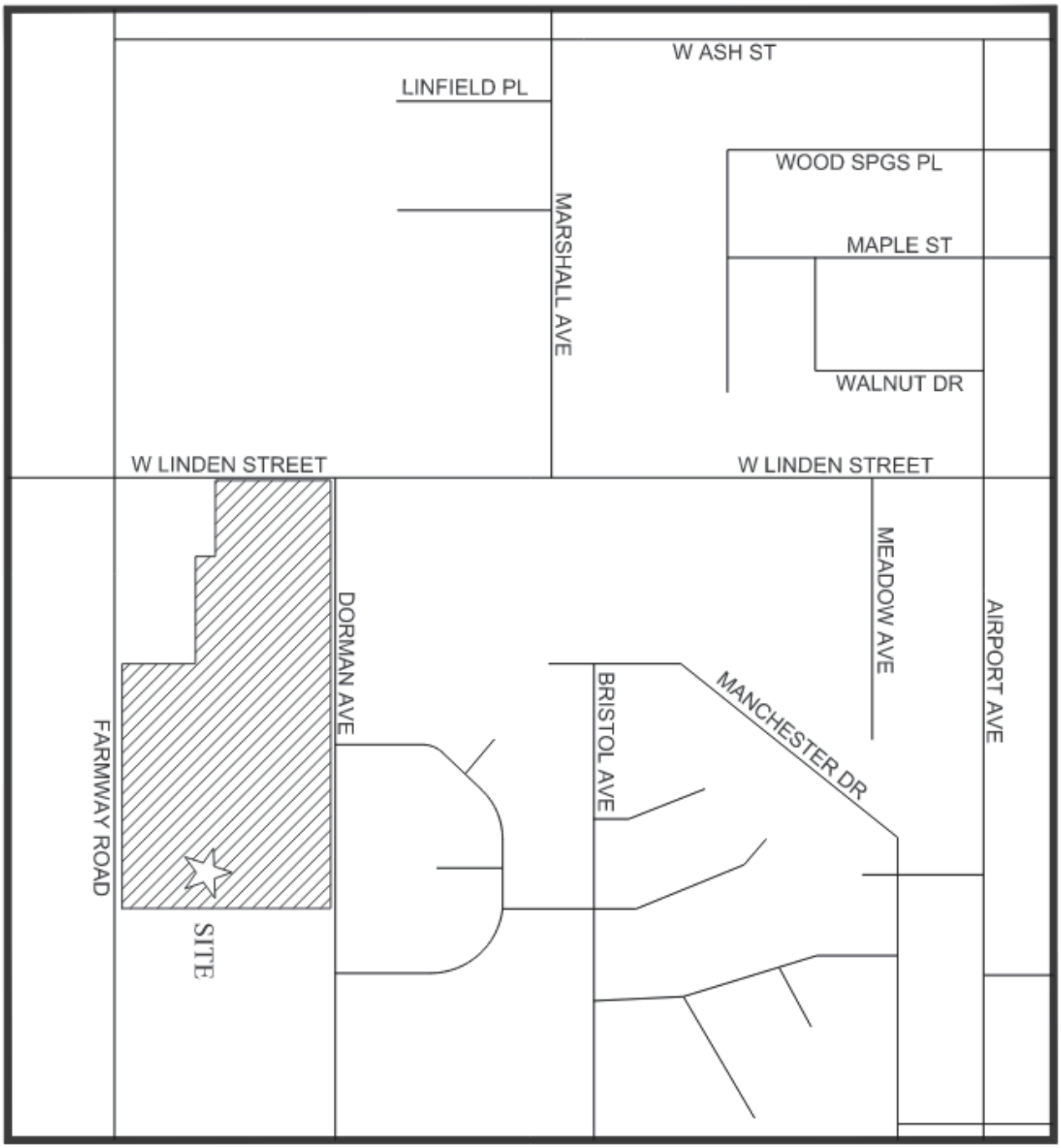


FARMWAY ROAD



EXHIBIT S-1

Vicinity Map



Vicinity Map

Scale: 1"=600'

BRONZE BOW
P.O. BOX 8525 BOISE, ID 83704
JADON@BRONZEBOWLAND.COM

EXHIBIT S-2

Zoning Map

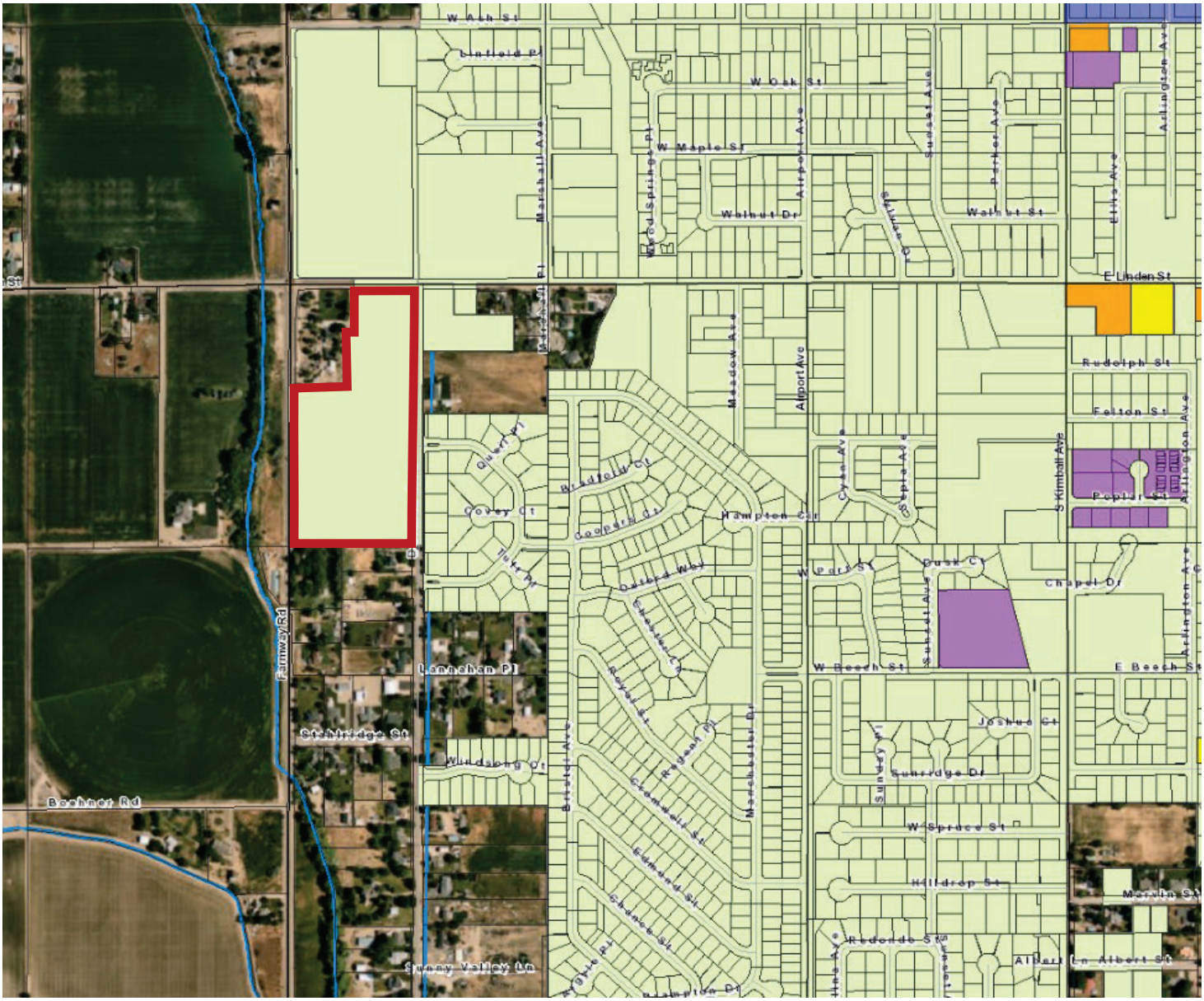


EXHIBIT S-3

Future Land Use Map

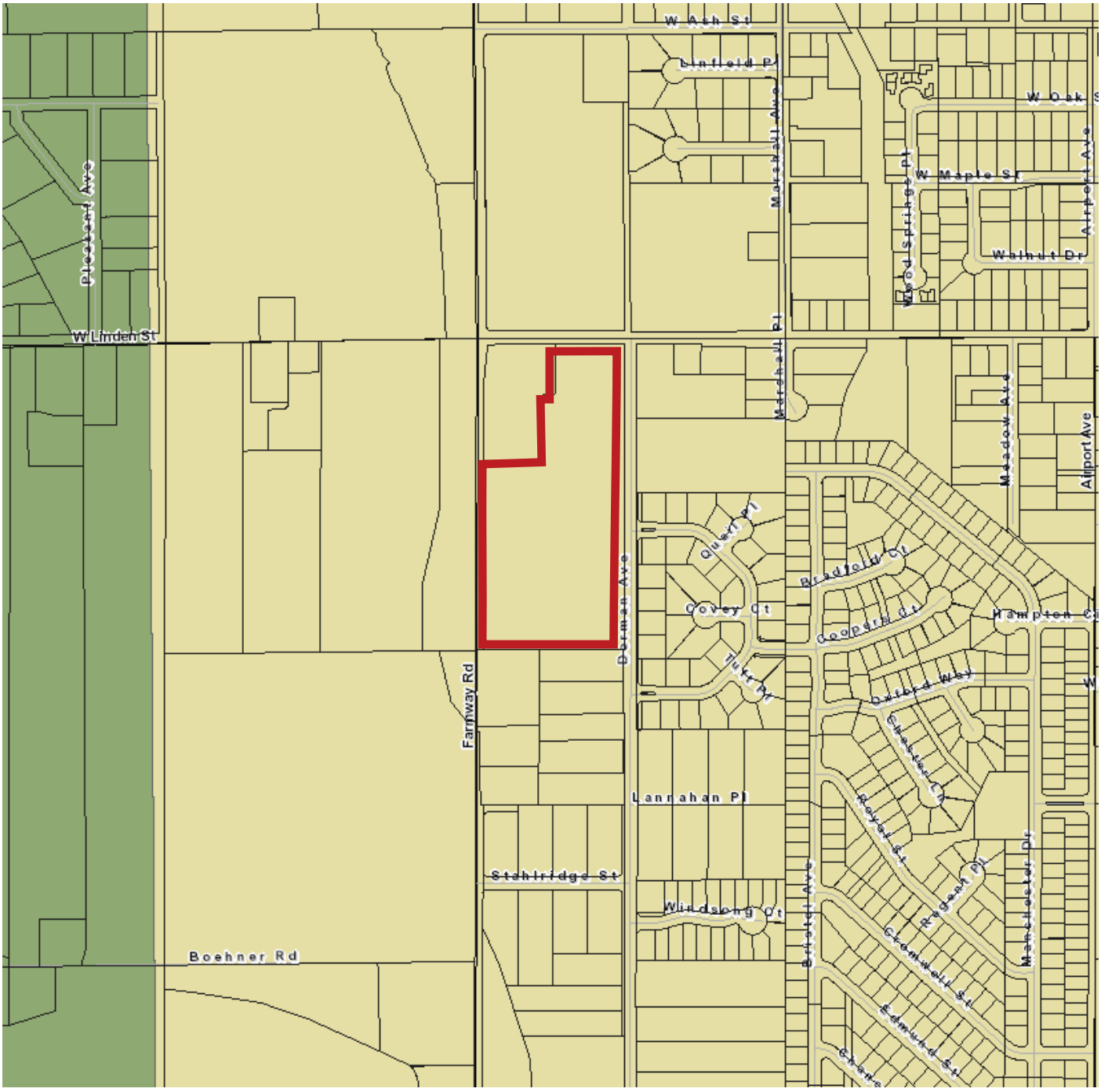


EXHIBIT S-4

Public Agency Memo 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
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
Hilty, Bower, Haws & Seable

EXHIBIT S-5

Draft Development Agreement

July 6, 2026
Covington Square Subdivision Development Agreement
(DEV25-000010 & SPP25-000019)

After Recording
Return to:
Director
Caldwell Community Development Dept.
205 S. 6th Avenue
Caldwell, Idaho 83605

For Recording Purposes,
Do Not Write Above This Line

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") was approved by Council this 6th day of July, 2026, 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 BST DEV LLC, ("Owners").

RECITALS

WHEREAS, the Owner is the owner of record of approximately 14.89 acres of certain real estate identified as Canyon County Parcel No. R2798301000 generally located near the southeast corner of Farmway Road and W. Linden Street, with a site address of 0 W. Linden Street, 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 subject Property is the subject of a previously approved application for Annexation submitted by the previous owner, Greencastle Building LLC, identified as application number ANN-19-02.

WHEREAS, the City and Greencastle Building LLC previously entered into a Annexation Agreement pursuant to and in accordance with the provisions of Idaho Code Section 67-6511A and Caldwell City Code, and subsequently recorded said agreement on August 16, 2019, by the Recorder's Office for Canyon County Idaho as Instrument No. 2019-037945 (the "2019 Agreement); and

WHEREAS, the 2019 Agreement memorialized the approval of the Annexation with initial zoning from AG (Agricultural) in Canyon County to R-1 (Low Density Residential) in the City of Caldwell; and

WHEREAS, the time to commence the development of the Property in accordance with the approval of applications ANN-19-02 and SUB-19P-03 (Covington Square Subdivision) has expired; and

WHEREAS, the Owner desires to amend and restate the 2019 Agreement and enter into this new Agreement; and

WHEREAS, the Owner intends that any future development of the subject Property shall be single-family residential; and

WHEREAS, the Property is currently designated as R-1 (Neighborhood Residential) on the City of Caldwell Zoning Map; and

WHEREAS, the Property is currently designated as Neighborhood 2 on the City of Caldwell Comprehensive Land Use Map; and

WHEREAS, the Owner is proposing to develop the site as a single-family residential development consisting of 48 single-family detached residential lots on approximately 14.89 acres of land; and

WHEREAS, the intent of this Development Agreement to protect the rights of Owner'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 Agreement not herein defined shall have those meanings designated in the Caldwell City Code, the Caldwell Zoning Ordinance, and the Caldwell Comprehensive Plan; 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

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, Owner and City agree 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
GENERAL CONDITIONS OF DEVELOPMENT

1. All conditions and/or requirements of the original 2019 Agreement for Parcel R2798301000, recorded as Instrument No. 2019-037945, shall become null and void upon mutual execution and recordation of this Agreement, which shall fully amend and restate the 2019 Agreement.
2. 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): DEV25-000010 & SPP25-000019.
3. 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.
4. 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.
5. 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.

6. 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 required by this Agreement, the Caldwell City Code, and Idaho Code 67-6509, the Developer/Owner shall be in default of this Agreement.

7. 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.

8. Modifications to Plans and/or Specifications: Any substantial changes, as determined by the Community Development Director and/or City Engineer, to the plans and specifications upon which this approval is based, other than those required by conditions herein, will require submittal of an application for modification and approval of that application prior to commencing any change.

9. 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, 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, and 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.

10. 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.

11. Cluster Mailboxes: The development shall utilize cluster mailboxes for delivery of mail. Individual mailboxes shall not be permitted. The location of the cluster mailbox placement shall be included on all future site plans showing coordination with the United States Postal Services prior to submitting the construction drawings.

12. 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.

13. 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 without prior approval from the City of Caldwell Mapping Division. Any substantial changes from what was originally approved may require additional public hearings.

14. Plat Expirations:

    a. Subject to Owner's right to seek extensions in accordance with the Caldwell City Code, final plats for single phase developments must be submitted for approval within twenty-four (24) months of the date of signature on the approving order of decision for the preliminary plat;

    b. Subject to Owner's right to seek extensions in accordance with the Caldwell City Code, final plats for the first phase of a multi-phase development must be submitted for approval within twenty-four (24) months of the date of signature on the approving order of decision for the final plat. Subsequent final plats shall be applied for and recoded in accordance with this Agreement..

15. Phased Subdivisions: The subdivider may file and obtain acceptance of successive final plats for continuous segments of the approved preliminary plat without reapplication for preliminary plat approval, provided that final plats are recorded in successive intervals of not more than two (2) years each, as measured from the date of recordation of the prior phase final plat, and provided that "city code", as herein defined, and any subsequent amendments as adopted by the city before, during or after preliminary plat approval, is followed in all design, engineering plans, construction and final plats for all phases, with the exception of lot sizes, lot dimensions, setbacks, number of lots and any exceptions approved at the time of preliminary platting, which shall remain as indicated in the preliminary plat order of decision and/or development agreement.

16. 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 III.

17. In the event that any provisions of this Agreement are more or less strict than the City Code or other law or regulation in place at the time of development, the more stringent requirements shall apply.

ARTICLE III
SITE SPECIFIC CONDITIONS OF DEVELOPMENT

1. If the preliminary plat approved as SPP25-00019 expires per Article II, Section 14 of this Agreement, this Agreement as well as its associated density and development rights shall also Terminate. Any future use or development of the Property, that is not permitted as a matter of right, would need to apply for new development entitlements and adhere to City of Caldwell Code in effect at the time of future development. For the avoidance of doubt, there shall be no entitlement for any specific development on the Property following the expiration of SPP25-00019.

2. 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) DEV25-000010 & SPP25-000019.

3. Lots 4-6, Block 1 and Lots 13 & 14, Block 2 shall be restricted to one-story homes in perpetuity.

4. Lots 4-6, Block 1 shall have a minimum rear building setback of 40' and Lots 13 & 14, Block 2 shall

have a minimum rear building setback of 30'.

5. Site Plan. The Preliminary Plat **(Exhibit D)** represents the Owner's current Site Plan for completion of the Project. As the Site Plan evolves, the City understands and agrees that certain changes in that plan 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 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.
6. Building Elevations. The Building Elevations **(Exhibit E)** represents the Owner's current concept for the style of architecture, architectural features, colors, finishes and materials, 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.
7. Comply with all City of Caldwell Engineering Department & Mapping Department conditions as shown in **Exhibit F.**
8. Comply with all City of Caldwell Fire Department conditions as shown in **Exhibit G.**
9. Comply with all Canyon Highway District No. 4 conditions as shown in **Exhibit H.**

ARTICLE IV
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
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 VII
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 VIII
GENERAL MATTERS

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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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. 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, including attorney fees and costs associated with the enforcement of the agreement.

9. 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:	With a Copy to:
City of Caldwell c/o Director, Planning & Zoning Department 205 S. 6th Ave. Caldwell, Idaho 83605	City of Caldwell c/o Oscar Klaas, City of Caldwell Attorney 205 S. 6th Ave. Caldwell, Idaho 83605

To Owner:	With a Copy to Owner:
BST DEV LLC PO Box 4067 Boise, Idaho 83711	Enclave Partners I LLC PO Box 4067 Boise, Idaho 83711

10. 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.

11. 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;

    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.

12. 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.

13. Effective Date. This Development Agreement shall be effective upon the signing and execution of this agreement by both parties.

14. 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.

15. No Automatic Termination: As stated in Article VII, this Agreement shall run with the Property and even if no development or improvements have begun on the Property within five (5) years, this Agreement shall remain valid and enforceable.

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: _____

OWNER(S):

By: _____
Enter Name

By: _____
Enter 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: _____

INDEX OF EXHIBITS

A. Legal Description
B. Parcel Map
C. Affidavit of Owner
D. Preliminary Plat and Landscape Plans
E. Concept Building Elevations
F. Engineering & Mapping Conditions
G. Fire Conditions
H. Canyon Highway District No. 4 Conditions

Exhibit A
Legal Description of Property

Exhibit B
Parcel Map

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: _____
Enter Name

SUBSCRIBED AND SWORN to before me this _____day of _____, 20___.

Notary Public
Residing at _____, Idaho
My Commission expires _____

Exhibit D
Approved Preliminary Plat and Landscape Plans

This space reserved for insertion of documents after City Council final approval

Exhibit E
Approved Conceptual Building Elevations

This space reserved for insertion of documents after City Council final approval

Exhibit F
City of Caldwell Engineering & Mapping Conditions

This space reserved for insertion of documents after City Council final approval

Exhibit G
City of Caldwell Fire Department Conditions

This space reserved for insertion of documents after City Council final approval

Exhibit H
Canyon Highway District No. 4 Conditions

This space reserved for insertion of documents after City Council final approval

PC – EXHIBITS

Public Comments

Angelica Gomez

From: tdwater@agatemail.com tdwater@agatemail.com <tdwater@agatemail.com>
Sent: Monday, April 6, 2026 4:43 PM
To: PZ; Teresa Yost; City Clerk
Subject: Public Comment RE: Case Number DEV25-000010, SPP-000019
Attachments: CovingtonSquare 2019DA excerpts.pdf

Regarding the Covington Square Subdivision.

The Annexation Agreement for Covington Square entered into on July 19, 2019 states as follows:

Article 11 section 4 : The development, design, and construction of the Covington Square subdivision shall be in substantial compliance with the submitted preliminary plat and site plan (See **Exhibit A-3** which is attached in this email). Any substantial deviations, as determined by the Planning & Zoning Director, from said Case File Exhibit, **shall require City Council Approval, through a public hearing**.

Article 2 section 21: In the event that any provisions of this agreement are more or less strict than the City Code or other law or regulations in place at the time of development **the more stringent requirements shall apply.**

Article VI

6.2 Each commitment and the restriction on the development shall be a burden on the Subject Property, shall be appurtenant to and for the benefit of the Subject Property, adjacent property, and other residential property near the Subject Property, and shall run with the land.

6.3 This Annexation Agreement shall be binding on the Owner, and their respective heirs, administrators, executors, agents, legal representatives, successors, and assigns.

The Annexation which was predicated on The Development Agreement written in 2019, is attached to the Covington Square plat which specifies 29 lots (see attachment).

According to the annexation agreement, only the City Council can approve an amended plat.

Therefore, the meeting with the Caldwell Hearing Examiner is premature, until the City Council rules that the original Development Agreement can be amended.

Kind regards,
Tereasa Waterman
1215 W. Linden Street
Caldwell, Idaho 83605
208-861-7295

From: Kristina Buchan
To: PZ
Subject: Fw: Covington Square DEV25-00010 SPP25-000019 ZON 25-000008
Date: Tuesday, February 17, 2026 1:55:07 PM
Attachments: Outlook-td2na0ka.png

CALDWELL™
City Clerk Department
Kristina Buchan, MPA, CMC, IdCMC
City Clerk
205 S 6th Ave • Caldwell, Idaho 83605
www.cityofcaldwell.org • (208) 455-4502

From: rugermama phillips <rugerdog22@outlook.com>
Sent: Monday, February 16, 2026 12:10 PM
To: Comments@cityofcaldwell.org <Comments@cityofcaldwell.org>
Subject: Covington Square DEV25-00010 SPP25-000019 ZON 25-000008

Dear Caldwell City Council,

We respectfully submit that we are in opposition of the requested zoning-change. The request for higher density is not cohesive to the entire surrounding neighborhoods. Most of the properties along Dorman (with the exception of Quail Ridge and Windsong subdivisions) are at least one acre in size.

Traffic along Dorman Avenue has already increased due to the road construction on Ustick and Farmway with travelers using Dorman to Ustick even though the road is currently closed. Higher density would significantly impact us and our neighbors.

Please consider keeping the neighborhood low-density residential.

Thank you,

Scott Phillips
4014 Dorman Avenue

April 3, 2026

City of Caldwell
Planning and Zoning Department

RE: Case Number DEV25-000010, SPP25-000019
Applicant Tiffany Llanos on behalf of BST Dev LLC

Greetings:

I am a long-time resident of the City of Caldwell and have lived in my home on Dorman Street for 21 years. I am providing the following comments, questions and concerns regarding the proposed 14.89 acre development at Linden, Dorman and Farmway.

1. Irrigation - Irrigation water supplies are limited and insufficient due to growth in the city. How will the development provide irrigation water to the proposed properties? And how will this affect existing area properties amount of water provided by the city?
2. Single Access – the development proposes one single street access for 59 homes. This creates a risk for access during an emergency. Is there a contingency plan for emergencies? Additionally I am concerned about traffic congestion on Dorman which will also affect access to my home on Dorman.
3. Children – there is no apparent place for the children in the development to play. And there is not a nearby park. The city should require the developer to provide a play area and facilities for children.
4. Bus Access – it is likely the development will have a large number of children. Where will school buses stop, pick up and drop off students? If it is on Dorman Street, that could create an issue with traffic flow and a hazard to the students accessing the school bus services.

Thank you for consideration of my concerns and questions.

Betty Renstrom

Mrs. Betty Renstrom
2821 Dorman Street
Caldwell, ID 83605

PA-EXHIBITS

Public Agency Comments

To: Joe Dodson, Principal Planner
Caldwell P & Z Department

From: Steven Pendleton, Land Development Manager
Hallie Hart, City Engineer

Re: DEV25-000010, ZON25-000008, SPP25-000019 – Covington Square Sub.

Date: April 3, 2026

The Engineering Department provides the following comments on a request by the applicant, Tiffany Llanos, on behalf of BST Dev LLC, is requesting a development agreement modification to the previously approved development agreement for Wood's Acreage, a rezone from R-1 to R-2, and preliminary plat approval for Covington Square Subdivision, a residential subdivision with 70 single-family lots. The site is designated as a Neighborhood-2 place-type within the Comprehensive Plan. The 14.89 acre development is located on the south side of W. Linden St., approximately 275 feet east of the intersection with Farmway Rd., in Caldwell, Idaho.

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 CMID requirements);

    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. The proportionate share of frontage improvements along classified roadways adjacent to the preliminary plat shall be completed prior to the signature of the final plat for each phase development regardless of the location of the phase being developed or bonding. To be determined at the time of civil construction drawing approval.

3. Easements for public utilities outside of the public right-of-way 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

4. 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.

5. All utilities on and within the boundaries of the subdivision shall be located and/or relocated underground.

6. All public 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.

7. Construction of facilities to be dedicated and/or within public right-of-way shall be performed by an appropriately licensed Idaho public works contractor and shall be inspected by and constructed to City of Caldwell specifications.

8. 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.

9. 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.

10. The engineer of record shall be held responsible to ensure that improvements are in compliance with said engineer's design. Following the construction of the 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.

11. 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. Farmway Rd. is classified as a Principal Arterial roadway. The applicant shall dedicate as public right-of-way a minimum of Fifty-six (56') foot half width right-of-way along the entire Farmway Rd. alignment (per Farmway Corridor Study adopted by the City of Caldwell)
    a. Applicant shall dedicate any necessary right-of-way for the future construction of a northbound righthand turn lane or roundabout on Farmway Rd. at the intersection of Linden St. to be determined at the time of civil plan review.

2. W. Linden St.. is classified as a Minor Arterial roadway. The applicant shall dedicate as public right-of-way a minimum of Forty (40') foot half width right-of-way along the entire W. Linden St. alignment (per City Standard Detail R-810 B).
    a. Applicant shall dedicate any necessary right-of-way along Linden St. for the future construction of a roundabout at the intersection of Farmway Rd. and Linden St. to be determined at time of civil plan review.

3. Dorman Ave. is classified as a residential roadway. The applicant shall dedicate as public right-of-way a minimum of thirty (30') foot half width right-of-way along the entire Dorman Ave. alignment (per Highway District 4)

4. All interior local streets classified as residential shall be dedicated to the City. The applicant shall dedicate as public right-of-way a minimum fifty-three (53') foot full width right-of-way (per City Standard R-810-E).

5. Applicant shall dedicate to the City of Caldwell any required right-of-way along all classified roadways within 30 days of written request from the City of Caldwell.

6. *All right-of-way details and street exhibits provided as part of the preliminary plat that do not meet current City code standards are not approved as part of the preliminary plat entitlements process. This shall be determined at the time of civil construction drawing review.*

Street

1. Full half street frontage improvements shall be completed to all roads adjacent to the proposed project including (Farmway Rd., Linden St, and Dorman Ave.) in accordance with all City of Caldwell, and Highway District 4, improvements shall include (but are not limited to) curb, gutter, sidewalk, asphalt, streetlights, joint trench, spare communication conduit along classified roadways, storm drainage facilities, etc.

2. The proportionate share of frontage improvements along classified roadways adjacent to the preliminary plat shall be completed prior to the signature of the final plat for each phase development regardless of the location of the phase being developed or bonding. To be determined at the time of civil construction drawing approval.

3. All private driveways, alleys or internal circulation routes shall fully comply with City of Caldwell standards and be approved by the Caldwell Fire Marshall.

4. No lot/building shall have direct access to/from Farmway Rd., Linden St. or Dorman Ave.

5. Applicant shall meet all emergency access requirements for each phase of development to be determined by the Fire Dept. at the time of civil plan review.

6. Applicant shall coordinate with the United States Postal System to determine a cluster mailbox unit locations. Said locations shall be interior to the site and shall be located in a manner that will not impact, or cause queuing onto Farmway Rd., Linden St. or Dorman Ave.

Outparcels

1. 1215 W. Linden St. (R2798300000)
    a. If the City is able to obtain sufficient right-of-way along the frontage of this out parcel located at the northwest boundary of the development the applicant shall complete the road widening improvements referenced in the Street section, item 1, across the Farmway Rd. and W. Linden St. frontage of said out parcel. If the City is not able to acquire the right-of-way, lesser improvements may still be required that fall within the prescriptive right-of-way on the outparcel.
    b. Applicant shall provide an all weather driveway access internal to the site with sewer, domestic water and pressure irrigation services for future connections.

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.

All accesses proposed within this preliminary plat shall meet City Of Caldwell, and Highway District 4 spacing requirements. Any deviations proposed within this development shall be reviewed and approved on a case by case basis to be determined by the governing agency at time of plan review.

Water

City of Caldwell Public Works Department has reviewed the recently adopted Caldwell Water Facility Plan System and determined that certain shortfalls exist in water pressure zone 2 south of Interstate 84, zones 3 and 4. While these shortfalls are being remediated, the Engineering Dept. doesn't contest the approval of the Preliminary Plat and the construction of onsite infrastructure, but ***reserves the right to hold any phase of final plat and associated building permits*** *until adequate water is obtained within the affected zone. The Applicant is encouraged to work closely with the Engineering Department to determine potential construction timing and impacts.*

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. This development will be required to comply with the most current Water Master Plan.

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. Each phase of development shall have a redundant/secondary supply of domestic water.

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.

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 location of sewer service, including sizing of mains, providing of easements, frontage construction, and offsite construction are to be decided during review of improvement plans.

3. 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.

4. Each buildable lot shall be supplied with a sewer service. If buildings are constructed to include individual units that could feasibly or will be sold separately, each unit shall be serviced separately

5. 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 separated

by 12’ 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.

6. 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 rights-of-way 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 governing 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 homeowners 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. Applicant shall pipe the pump station delivery ditch from the source point (head gate) to the pump station. Pump station overflow shall be piped from the pump station to the point of discharge into an irrigation facility/canal/drain/etc. maintained by an irrigation district.

9. Upon Applicants connection to or use of the existing irrigation pump station, should they choose to do so and CMID deems it appropriate to connect to, the applicant shall:
    a) Supply the City of Caldwell with a water model of the whole pressurized irrigation system including the piped overflow showing the system design meets all Caldwell Municipal Irrigation District standards.
    b) Applicant shall complete all upgrades to the system as required by CMID. Said upgrades will be determined during plan review"

10. 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 outside any roadways or proposed private streets consistent with public roadways to be operated and maintained by the Homeowners Association/etc.

4. There is to be no discharge of storm water overflow into any irrigation water return/discharge facility/ditch/pipe/etc.

Plat

1. Prior to approval of the final plat, subdivision facilities must be completed or an appropriate construction security provided. There may be temporary restrictions to the obtaining of building permits, even with acceptable construction security, depending on fire protection, emergency service requirements, and City approval of the sanitary sewer system. A 20% temporary restriction to obtaining of building permits will be enforced until all facility construction has been completed, inspected and certified by the Applicants engineer including all punch list items.

2. A note shall be added to the final plat stating that no lot shall have direct access to/from Farmway Rd., Linden St. or Dorman Ave.

3. Upon recordation of the plat, the Engineering Department is to be provided with a PDF copy of the recorded final plat.

4. An electronic (dwg.) copy of the Final Plat suitable for mapping and addressing purposes will be required with Final Plat application submittal.

Memorandum

To: Joe Dodson, Principal Planner
Caldwell P & Z Department

From: Trevor Farris, GIS Technician
Dave Marston, Mapping Superintendent

Re: DEV25-000010, ZON25-000008, SPP25-000019 – Covington Square Subdivision

Date: March 19, 2026.

The Mapping Department provides the following comments on a request by Tiffany Llanos, on behalf of BST Dev LLC, is requesting a development agreement modification to the previously approved development agreement for Wood's Acreage, a rezone from R-1 to R-2, and preliminary plat approval for Covington Square Subdivision, a residential subdivision with 70 single-family lots. The site is designated as a Neighborhood-2 place-type within the Comprehensive Plan. The 14.89 acre development is located on the south side of W. Linden St., approximately 275 feet east of the intersection with Farmway Rd., in Caldwell, Idaho.

Address Number

1. Please contact the Mapping Department prior to permitting for addressing.

Street Names

1. Approved.

Lots & Blocks

1. Please identify if the lot in the southwest of Adrian St & Bromley Ave is intended to be ROW. If it is ROW, it does not need a lot number & lot & blocks are approved.

Subdivision / Development Name

1. Approved.

Other comments:

1. Any changes to street names, lots, blocks, or phase lines shall be approved by the Mapping Department prior to construction drawing approval for the phase where changes are intended.

Date 3/4/2026

Caldwell City – Planning and Zoning
Re: Case Number: DEV25-000010, ZON25-000008, SPP25-000019

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

National Standards for Travel Time (90% of time) for first arriving unit:	4 minutes
Nearest Fire Station: Station 12 724 E Ustick Rd. Caldwell	12
Closest fire station (in miles) to site:	2.2 Miles
Approximate response time to site:	
Will this development have other significant impacts on the ability to provide services?	Yes X No
Will this development necessitate additional fire resources and/or equipment beyond current levels? *If yes, please explain under "Adverse Impact Comments, Recommendations, and Fiscal Impact".* • *Our department is currently operating with high resource utilization, and continued growth is contributing to increased service demand. Aligning staffing and resources with that demand will help maintain our current level of service.*	X Yes ☐ No

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. 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)
4. 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)
5. 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)

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. Access gates shall comply with requirements of the IFC. If gates are electronically operated, they shall be equipped with an automatic opening mechanism activated by the Opticom or eKnox System.

11. Approved secondary access roads shall be provided per section D106 of the 2018 IFC.

12. 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.

13. **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.

14. D104.3 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses.

15. When bollards are required they should be MaxiForce Collapsible Bollards

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,



Joseph Bongiorno
Fire Prevention Office
Caldwell Rural Fire Protection District
jbongiorno@cityofcaldwell.org

HIGHWAY DISTRICT No.4
15435 HIGHWAY 44
CALDWELL, IDAHO 83607

TELEPHONE 208.454.8135
FAX 208.454.2008

March 9, 2026

City of Caldwell Planning & Zoning Commission
621 Cleveland Blvd
Caldwell, Idaho 83605
Attention: Joe Dodson, Principal Planner

RE: SPP2500008 Covington Square Subdivision
Rezone and Preliminary Plat
Farmway Rd at Linden Rd- Parcel R27983010

Dear Commissioners:

Highway District No. 4 (HD4) has reviewed the application for preliminary plat and annexation of Covington Square Subdivision, located at the southeast corner of Farmway Road and Linden Rd. HD4 provides the following comments on the proposed development:

1. By agreement with the City, (Exchange Maintenance Agreement, 2008) HD4 operates and maintains Farmway Road between SH 55 and SH 19, adjacent to the west boundary of the subject property. Under this agreement, HD4 is responsible for access permitting and utility permitting along the corridor, and is provided opportunity to review and comment on development plans as they may impact the operation and maintenance of the highway. HD4 operates and maintains Dorman Avenue along the east boundary of the subject property. Linden Road along the north boundary of the subject property is operated and maintained by the City under the 2008 Exchange Maintenance Agreement.

2. The subject property appears to consist of Lots 1-4 of Woods Acreage Subdivision (1895) less approximately 3 acres containing the historic farmstead at the northwest corner of the property.

3. The street section for Farmway Rd should be consistent with the Farmway Rd Corridor Plan adopted by the City and HD4 in 2022. This includes a 56-foot half-width right-of-way, including 35-feet roadway improvements to back of curb; an 8-foot landscape and drainage swale, a 10-foot shared use pathway, and a 3-foot utility corridor. No direct lot access to Farmway Rd is permitted.

4. Linden Rd adjacent to the subject property is a minor arterial classification as shown on the Functional Classification map adopted by CHD4 (Canyon County, 2012). An additional 25-feet, measured from the section line, should be dedicated with the plat of the subdivision within 600-feet of the Farmway Rd/Linden Rd intersection to accommodate future intersection improvements and provide a 50-foot half-width right-of-way. Elsewhere along the Linden Rd frontage, an additional 15-feet should be dedicated to provide a 40-foot half-width to match existing right-of-way widths to the east on Linden Rd. No direct lot access to Linden Rd is permitted.

5. Dorman Avenue along the east boundary of the subject property is classified as a local road on the adopted Functional Classification map, but is evolving to function as a minor collector as it will serve numerous subdivision's local road access' along its length. HD4 standards for a local road are a 30-foot half-width, measured from road centerline. The City's standard collector road section (Std Dwg R-810C) will fit into the 30-foot local road right-of-way, including the attached 7-foot sidewalk. The City may require a wider right-of-way for Dorman Ave, but HD4 does not recommend requiring less than an additional 5-feet of right-of-way along the Dorman Ave frontage, for a minimum total half-width of 30-feet. No direct lot access to Dorman Ave is recommended.

6. Future improvements to the Farmway/Linden intersection are likely to restrict access to the outparcel at 1215 Linden Rd to right-in-right-out movements onto Farmway Rd (by variance only) and onto Linden Rd due to the limited available frontage and proximity to the intersection. HD4 recommends providing public road or easement access to Dorman Ave for the benefit of the outparcel if left turn movements onto Linden Rd are desirable for that parcel in the future.

Highway District appreciates the opportunity to review this annexation and subdivision proposal, and requests that the Commission consider these comments in their deliberations. Please feel free to contact me with any questions on these comments.

Sincerely,



Chris Hopper, P.E.
District Engineer

CC: Hallie Hart, P.E. Caldwell City Engineer
File: Farmway Rd_Dorman Ave- Covington Square Subdivision

CALDWELL SCHOOL DISTRICT #132

1502 Fillmore St.
CALDWELL, IDAHO 83605
(208) 455-3300 *FAX (208) 455-3302
www.caldwellschools.org

To: Caldwell Planning and Zoning Staff and Commission Members

From: Paul Webster, Community Schools Coordinator
cc: Dr. Shalene French, Superintendent and Tabitha Bruegeman, Principal Wilson Elementary School

Date: March 3, 2026

Subject: Public Input - Covington Square Subdivision - CASE NO(s): DEV25-000010, ZON25-000008, SPP25-000019

The proposed Covington Square Subdivision is in the Caldwell School District (CSD), and it seems likely that it will house families with kids, positively impacting our district, our schools, and our community.

This development is zoned for Wilson Elementary, Jefferson Middle School (5th-6th), Syringa Middle School (7th-8th), and Caldwell High School. Covington Square is set to include 70 single-family units. Our district does have the capacity to accommodate the expected increase in school-age children, but we would appreciate updates for adjustments in staffing, school zones, and transportation.

Although within the 1.5-mile walking zone for Wilson Elementary, Linden St is currently unsafe for school routes due to inconsistent sidewalks. The district may need to bus students. Linden St, from Farmway to Indiana Ave, is a priority for sidewalks in the 2040 Bike and Pedestrian Master Plan. While the development includes sidewalks, a safer route on Linden would benefit walkers and bikers beyond this development. It is a main artery to Wilson Elementary, Syringa Middle School, Caldwell High School, and many other places.

We consistently advocate to create housing and employment opportunities for Caldwell families. It's crucial to have spaces for families outside their homes, like parks and recreation centers. The development supports this by providing housing for families with children and may be considered "infill," optimizing underutilized areas and reducing sprawl west of Farmway Rd.

While this additional housing inventory is welcome, we do encourage planners and developers to look for opportunities in this area for public spaces that would benefit kids and families. We also encourage opportunities to add grocery stores and other amenities to this area.

Thanks for continuing to seek opportunities for the kids and families in Caldwell. Feel free to reach out if we can help with more information.

For Kids and Families

Paul Webster, Community School Coordinator
pwebster@caldwellschools.org - 208-455-3345 x1711

Board of Trustees:
Travis Manning **Chair –** Marisela Pesina **Vice Chair**
Manuel Godina – **Treasurer** - Andrew Butler – **Trustee –** Trish Robertson **- Trustee**

PH- EXHIBITS

Public Hearing Late Exhibits

This includes materials and documents submitted during the hearing as late exhibits

CALDWELL SCHOOL DISTRICT #132

1502 Fillmore St.
CALDWELL, IDAHO 83605
(208) 455-3300 *FAX (208) 455-3302
www.caldwellschools.org

To: Caldwell Planning and Zoning Staff and Commission Members

From: Paul Webster, Community Schools Coordinator
cc: Dr. Shalene French, Superintendent and Tabitha Bruegeman, Principal Wilson Elementary School

Date: April 27, 2026

Subject: Public Input - Covington Square Subdivision - CASE NO(s): DEV25-000010, SPP25-000019

This statement is revised slightly to reflect changes in the developers plans since our public input shared on March 3rd, 2026. The proposed Covington Square Subdivision is in the Caldwell School District (CSD), and it seems likely that it will house families with kids, positively impacting our district, our schools, and our community.

This development is zoned for Wilson Elementary, Jefferson Middle School (5th-6th), Syringa Middle School (7th-8th), and Caldwell High School. Covington Square is set to include 59 single-family units. Our district does have the capacity to accommodate the expected increase in school-age children, but we would appreciate updates, as the development proceeds, allowing us to plan for staffing, school zones, and transportation.

Although within the 1.5-mile walking zone for Wilson Elementary, Linden St is currently unsafe for school routes due to inconsistent sidewalks. The district may need to bus students. Linden St, from Farmway to Indiana Ave, is a priority for sidewalks in the 2040 Bike and Pedestrian Master Plan. While the development includes sidewalks, a safer route further along Linden would benefit walkers and bikers beyond this development. It is a main artery to Wilson Elementary, Syringa Middle School, Caldwell High School, and many other places.

We consistently advocate to create housing and employment opportunities for Caldwell families. It's crucial to have spaces for families outside their homes, like parks and recreation centers. The development supports this by providing housing for families with children and may be considered "infill," optimizing underutilized areas and reducing sprawl west of Farmway Rd.

While this additional housing inventory is welcome, we do encourage planners and developers to look for opportunities in this area for public spaces that would benefit kids and families. We also encourage opportunities to add grocery stores and other amenities to this area.

Thanks for continuing to seek opportunities for the kids and families in Caldwell. Feel free to reach out if we can help with more information.

For Kids and Families

Paul Webster, Community School Coordinator
pwebster@caldwellschools.org - 208-455-3345 x1711



Board of Trustees:
Travis Manning **Chair** – Marisela Pesina **Vice Chair**
Manuel Godina – **Treasurer** - Andrew Butler – **Trustee** – Trish Robertson **- Trustee**

Hearing Examiner Comments for Covington Square - Tereasa Waterman, 1215 W Linden Street, Caldwell, ID, April 28, 2026

Thank you for allowing the time today to submit my comments. For the record, I oppose the current proposal submitted by the developer. Although the developer has modified his original plat proposal from R-2 to R-1 and 68 houses to 59 houses, it's important to note that the current designation is R-1 low density with a maximum of 29 lots. This is the agreement the City of Caldwell and this neighborhood agreed upon in 2019. Today the developer is asking our neighborhood and the city to give approval so he can build an additional 30 houses.

The current Development agreement for Covington Square**, Exhibit A** - consists of 29 lots, which are approximately 1/3 acre or larger. As you can observe from Exhibit A, the 2019 agreement of 29 large lots, melds with our neighborhood. Dorman Street, Marshall Way, and Linden Street, is a low density community. Many of these homes are 1 to 3 acre lots.

Our property, as well as the 2 properties at the end of the field, were guaranteed in the 2019 Development Agreement a low density neighborhood with a minimum 1/3 acre lots, which would provide a natural buffer zone between our lots and the houses to be built next to our properties. The current proposal the developer has submitted, takes away the buffer zone, and takes away the low density housing provided to us, and our neighbors, in the original agreement.

In **Exhibit B**, the plat submitted to the City of Caldwell in December 2025, did provide a buffer between our property and the proposed subdivision. If you compare that plat to the plat he is bringing before this hearing today **(Exhibit C),** you will see he has moved that line back, removing the buffer that was guaranteed us in the original Development Agreement. It appears the line was moved back to accommodate larger units. This was done, in my opinion, to recoup money the developers were forgoing when they reduced the houses from 68 to 59. They also added an additional 2 townhomes to the current preliminary plat.

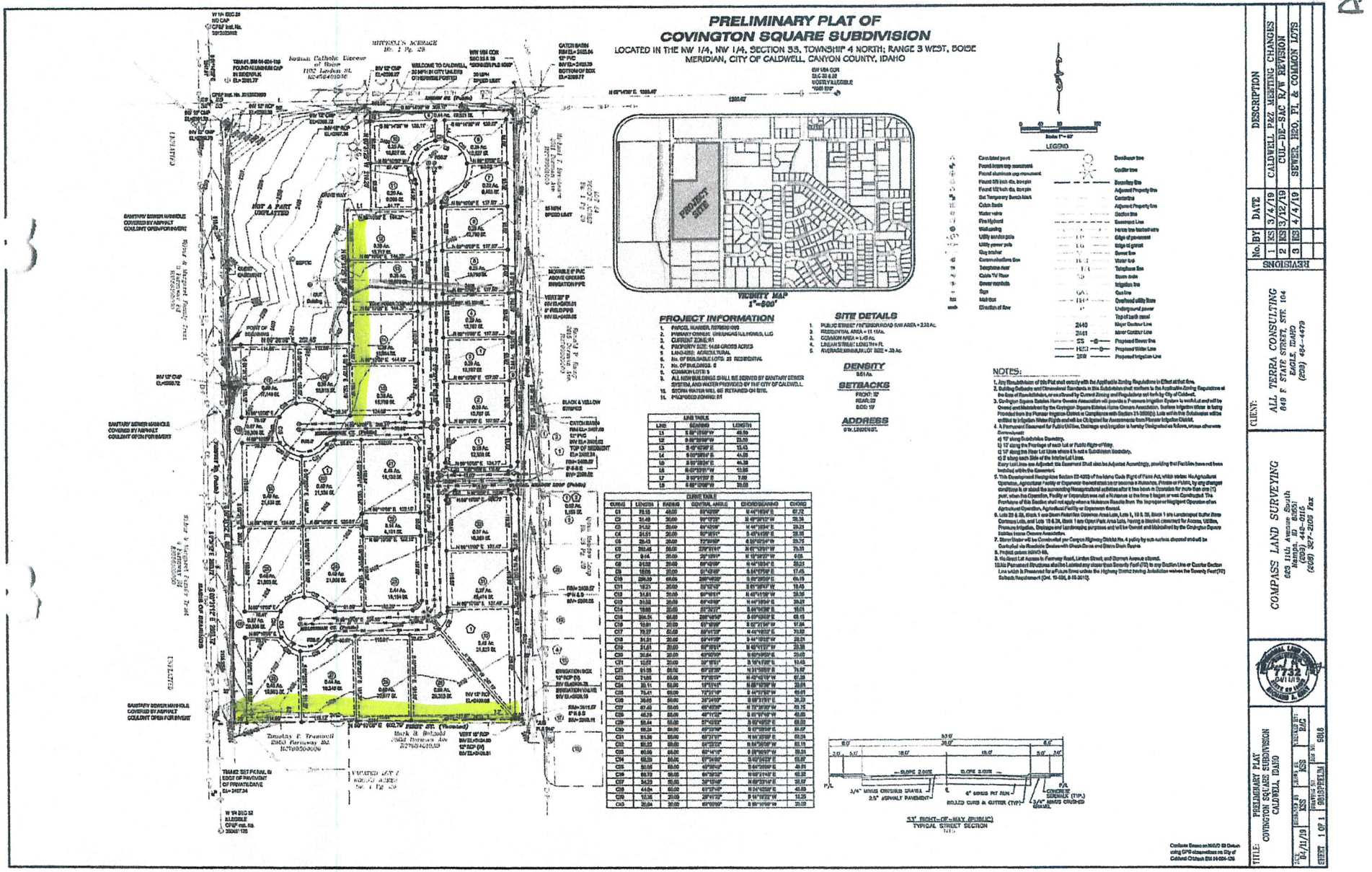
The developer, reached out to us several weeks ago, which we appreciated, asking for our support for his new 59 lot proposal. We let him know the concerns we just shared with you. After discussing our concerns with his investors, the developers were **unwilling** to move the property line back to the December 2025 preliminary proposal. They were **unwilling** to commit to guaranteeing single level homes next to our neighbor's properties at the end of the field, and they are **unwilling** to enter into a legally binding agreement which would assure our legal interests in the event that the property were sold. The only item the developer agreed to, was to assure us that 2 of the units, next to the east end of our home, would be single level.

Conversely, the developer is asking that we, and our neighbors **give up** the buffer zone that was legally agreed upon in the 2019 Development Agreement. He is asking that **we give up** on the agreed upon 29 lots that were 1/3 acre or larger, in the 2019 Development Agreement, and he is asking that we trust him. That if the City of Caldwell chooses to approve his 59 houses, that he will not sell the property to one of his LLC's or another developer, allowing the developer to come back to the city at a later date with an even greater density request.

For these reasons, I am asking you to deny the proposed preliminary plat design submitted today.

1/3 acre lots with set backs

Exhibit A - Current Development Agreement



Covington plat submitted to city in August 2025 application for plat modification. Note grassy area along our lot which was deleted from other plats.



Modified Covington tentative plat with 59 houses - March 2026

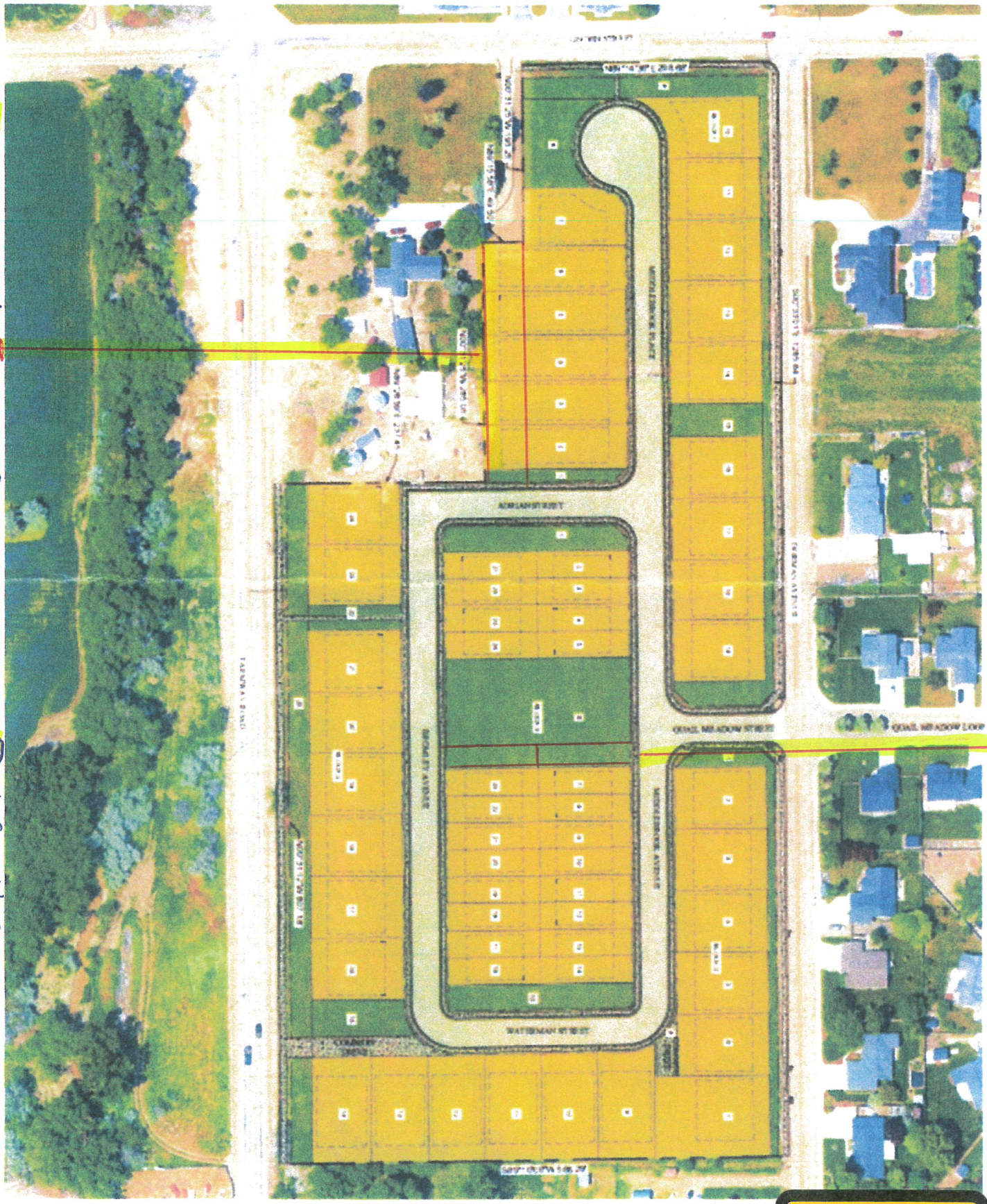


EXHIBIT
tabbies
1001


DORMAN

Memorandum

To:

City Council

Meeting Date:

July 6, 2026

Item Name:

ACTION ITEM: Public Hearing (Quasi-Judicial): Case Number SPP25-000008, ZON25-000004: The applicant, The Land Architect LLC, on behalf of Patriots Landing LLC, is requesting a rezone of parcels R0266001100, R0266001000, and R02660010A0 from R-1 to R-2. Additionally, the applicant is requesting approval of a preliminary plat for Patriot's Landing Subdivision, a residential subdivision with 12 buildable lots, which will include eleven (11) duplex structures and one (1) detached single family residential unit. The 3.28 acre site is identified as Neighborhood 2 in the Future Land use Map and is located on the Northeast side of Interstate-84, approximately 1,800 feet from the Franklin St. exit. *This application was recommended for approval at the May 26, 2026, Hearing Examiner meeting.*

Summary Statement:

Recommended Action:

Budget:

Cost:
GL Account:
Timeline:
Department:
Project Manager:

Attachments:

1. SR_CC_PatriotsLanding_2026-07-06

COMMUNITY DEVELOPMENT DEPARTMENT
Planning & Zoning Division

COVER SHEET

Staff Planner: Katie Wright, Senior Planner

DOCKET NUMBER/CASE NUMBER	PROJECT NAME / TITLE
SPP25-000008 / ZON25-000004	Patriots Landing
PUBLIC HEARING DATE	**PROPERTY / LOCATION**
7/6/2026 City Council	South of Syringa Lane 1,330' West of Florida

BRIEF SUMMARY OF APPLICATION REQUESTS:

☐ Annexation and Zoning ☒ Rezone ☐ Comp Plan Amendment ☐ Zoning Ordinance Text Amendment
☐ Special Use Permit ☒ Preliminary Plat ☐ Planned Unit Development ☐Development Agreement Mod

IMPACT ANALYSIS SUMMARY

This cover sheet summarizes potential development impacts that may result in the completion of the proposed development. This analysis does not consider the timing or phasing of such development and does constitute a complete assessment. The official staff report should be reviewed for a complete and comprehensive analysis of the project and findings for the project.

PROPOSED LAND USE AND ESTIMATED RESIDENT POPULATION INCREASE				
# Proposed Single Family Units:	1		Population = (DU * 3):	3
# Proposed Duplex Units:	22		Population = (DU * 2):	44
Proposed Commercial Acreage:	-		***TOTAL estimated population increase:**	47
*Population projects are based on the average numbers of persons per household listed within Census.				

FIRE SERVICES	
Fire Dept Travel Response Time Goals:	90% within 4 min.
Closest Fire Station (in miles):	1.9 miles
Est. Response Time to Site:	8 minutes
Will this development have other significant impacts on the ability to provide services:	☐ Yes ☒ No
Will this development necessitate additional fire resources and/or equipment beyond current levels:	☒ Yes ☐ No
Will the development pay development impact fees?	☒ Yes ☐ No
Overall Comments, Recommendations & Fiscal Impact:	At this time, any additional rooftop developments or community growth directly impacts our ability to effectively manage with the current, limited fire department resources. Until staffing and resources align with the existing population, any further expansion will continue to strain our operational capabilities.

POLICE SERVICES	
Calls for Service in Area (YTD):	Nearby adjacent reporting districts have an average of 700.5 calls for service each year to date. The nearby RD's (1B, 1D, 1E, 1F) have a combined total of 2,802 reactive CFS from January 1st to March 23th, 2026.
Call Types within Area:	

Top 20 Reactive Calls for Service in the Area

Nature	#	%
Follow Up	48	6.26%
Alarm-Commercial	46	6.00%
Attempt to Locate	45	5.87%
PD Accident	38	4.95%
Welfare Check	36	4.69%
Suspicious	30	3.91%
Citizen Assist	24	3.13%
AC Animal at Large	22	2.87%
Theft	22	2.87%
911 Cell Open Line	17	2.22%
Parking Problem	17	2.22%
Traffic Hazard	16	2.09%
Agency Assist	16	2.09%
Disturbance	13	1.69%
VIN Inspection	13	1.69%
Juvenile Problem	12	1.56%
911 Disconnected Cell	12	1.56%
Area Check	12	1.56%
Hit and Run	12	1.56%
Reckless Driver	11	1.43%

Workload Saturation (%):	Reporting districts 1B, 1D, 1E, 1F account for 2,802 (year to date) reactive CFS compared to a total of 5,565 total YTD. These RD's account for 50.35% of all reactive CFS YTD.
Traffic Crash Data:	**See Exhibits**
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
Overall Comments, Recommendations & Fiscal Impact:	This development is adding a relatively small population to Caldwell. For Caldwell to maintain the 1.2 officers to 1,000 citizens ratio, with the addition of a possible 47 citizens, this would necessitate and increase of 0.08 police sworn personnel.
PUBLIC SCHOOLS	
School District	Caldwell
Capacity to Serve *(Based on Response from District)*	☐Yes ☐No ☐ School was not specific in their response ☒No response received from District

Schools that will Serve Development Vallivue Map Caldwell Nampa	Caldwell High Van Buren Elementary Jefferson Middle School
UTILITIES AND INFRASTRUCTURE	
Adequate public utilities and services, including water, wastewater, stormwater, and other necessary infrastructure, are available or can be reasonably extended to serve the proposed development. Utilities shall have sufficient capacity to accommodate the proposed development at building permit issuance. Where necessary, the applicant shall construct or extend required facilities in accordance with City standards as a condition of approval.	☒Yes ☐No
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

REQUIRED INFRASTRUCTURE IMPROVEMENTS
☒ Curb and Gutter ☒ Sidewalk ☒ Street Widening ☐ Construction of Roundabout ☐ Traffic Signals ☐ Turn Lanes ☐ Well ☐ Lift Station ☒ Utility Main Line Extensions ☐ Crosswalks ☐ School Crossing Beacons ☐ Transit Stop ☐ School Bus Stop ☐ Public Pathways ☒ Landscaping / Open Space ☒ Land Use Buffering / Screening ☐ Other:

DEVELOPMENT AGREEMENT	
Does the subject parcel(s) have an existing Development Agreement in place?	☐Yes ☒No
If not, is staff recommending the development be subject to a Development Agreement?	☐Yes ☒No

OTHER SUBSTANTIAL ADVERSE AND DEMONSTRABLE IMPACTS

Caldwell Community Development Department
Planning and Zoning Division
STAFF REPORT / FINDINGS
Public Hearing Item | City Council | 7/6/2026

Staff Planner: Katie Wright

CASE NO(s): ZON25-000004/SPP25-000008
Project Name: Patriots Landing

HEARING BODY RECOMMENDATION

The Hearing Examiner at the 5/26/2026 public hearing recommended APPROVAL of the rezone and preliminary plat subject to the conditions listed herein.

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 7/6/2026 public hearing, APPROVED/DENIED Case No (s): ZON25-000004/SPP25-000008

APPLICATION SUMMARY & PROPOSED LAND USE REQUESTS

- Rezone of 4.08 acres from R-1 (Neighborhood Residential) to R-2 (Community Residential).
- Preliminary Plat for eleven (11) duplex lots and one (1) single family, detached lot for a total of 12 buildings consisting of 23 dwelling units, with 0.28 acres of open space.



Applicant:	Andrew Wheeler, The Land Architect LLC
Property Owner:	Tim Davis
Parcel ID Number(s):	R0266001100 (1.31 acres) R0266001000 (0.12 acres) R02660010A0 (1.86 acres)
School District:	Caldwell
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 PARCELS R0266001100 (1.31 ACRES), R0266001000 (0.12 ACRES), R02660010A0 (1.86 ACRES) AND ADJACENT RIGHT OF WAY FROM R-1 TO R-2 AND AN APPLICATION FOR A PRELIMINARY PLAT FOR ELEVEN (11) DUPLEX LOTS AND ONE (1) SINGLE FAMILY, DETACHED LOT WITH 12 BUILDINGS FOR A TOTAL OF 23 DWELLING UNITS AND 0.28 ACRES OF OPEN SPACE. Property Owners: Tim Davis	)	**FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION** Case No. ZON25-000004/SPP25-000008

I. APPLICATION FACTS

Applicant:	Andrew Wheeler, The Land Architect, LLC.
Property Owner:	Tim Davis
Application Requests and Development Proposals:	Application for a rezone of Parcels R0266001100 (1.31 acres), R0266001000 (0.12 acres), R02660010A0 (1.86 acres) and adjacent Right of Way from R-1 to R-2. Application for a preliminary plat for eleven (11) duplex lots and one (1) single family, detached lot with 12 buildings for a total of 23 dwelling units and 0.28 acres of open space.
Applicant Submission:	The applicant, Andrew Wheeler, on behalf of the property owner, Tim Davis, submitted an application on 9/22/2025.
Proposed Site Location:	The subject site is generally located South of Syringa Lane 1,330' West of Florida and at the western terminus of Owyhee St. where it approaches the I-84 right-of-way, with a property address of 0 Georgia Ave., and described as a portion of tracts 12 and 13 of Hillcrest Subdivision, according to the official plat thereof, filed in Book 3 of Plats at Page 10, Records of Canyon County, Idaho and adjoining Rights-of-Way in the SW ¼ of Section 23, T4N, R3W, B.M.
Parcel Number(s):	R0266001100 (1.31 acres), R0266001000 (0.12 acres) R02660010A0 (1.86 acres)
Property Size:	Approximately 3.29 acres, 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 – *first meeting*	5/19/2025
Neighborhood Meeting Held – *second meeting*	5/11/2026
Public Agency Notification Sent (See attached exhibit for list of agencies notified)	11/26/2025
(500') Radius Notices Mailed - P&Z Commission Hearing (Min. 15 days prior to hearing)	3/19/2026
Legal Ad Published - P&Z Commission Hearing (Min. 15 days prior to hearing)	3/22/2026
Physical Site Posted - P&Z Commission Hearing (Min. 10 days prior to hearing)	3/24/2026
Applicant Proof of Posting Received - P&Z Commission Hearing	3/27/2026
P&Z Commission Public Hearing – no public hearing, continued	4/8/2026
(500') Radius Notices Mailed - Hearing Examiner Hearing (Min. 15 days prior to hearing)	4/22/2026
Legal Ad Published - Hearing Examiner Hearing (Min. 15 days prior to hearing)	4/25/2026
Physical Site Posted - Hearing Examiner Hearing (Min. 10 days prior to hearing)	4/27/2026
Applicant Proof of Posting Received - Hearing Examiner Hearing	5/1/2026
Hearing Examiner Public Hearing – no public hearing, continued	5/12/2026
Hearing Examiner Public Hearing	5/26/2026
(500') Radius Notices Mailed – City Council (Min. 15 days prior to hearing)	6/16/2026
Legal Ad Published – City Council (Min. 15 days prior to hearing)	6/18/2026
Physical Site Posted – City Council (Min. 15 days prior to hearing)	6/21/2026
Applicant Proof of Posting Received – City Council (Min. 10 days prior to hearing)	6/24/2026
City Council Public Hearing	7/6/2026

Political Subdivisions Providing Services:

Fire:	Caldwell Fire
Police:	Caldwell Police
School District:	Caldwell
Water Services:	City of Caldwell (Municpal Water)
Sewer:	City of Caldwell (Municipal Sewer)
Trash:	Republic Services
Irrigation Services:	City of Caldwell (Pressurized Irrigation)
Irrigation District:	Canyon Hill 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. Idaho Transportation Department – no comments or concerns.
b. City of Caldwell Engineering Department – Provided general conditions for approval for Patriots Landing. **See Exhibit 2 of this report for full comments from Engineering.**
c. City of Caldwell Mapping Department – Stated the project can be approved and provided general conditions of approval.
d. City of Caldwell Fire Department – Stated the project can be approved and provided general conditions of approval.
e. City of Caldwell Police Department – Provided data for the staff report.

Public Comments Received:

Public comments were received from the following and are included in their entirety as part of the official record and the exhibits attached hereto.

a. Email received from Madison Fritts on March 16, 2026 in opposition due to impact on the neighborhood character, loss of privacy, traffic and safety concerns, and the need for transition from the existing surrounding uses.
b. Email received from Braeden Armin on April 1, 2026 in opposition due to lack of compatibility with the existing neighborhood and that this site should remain zoned R-1.
c. Email received from Shannon and Orval Willis on May 4, 2026 in opposition due to traffic and decreased water pressure.
d. 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 1960 as part of the Hillcrest subdivision from 1917. In 2025, a Lot Line Adjustment (LLA25-000003) was approved for the lot where an existing single-family house is located north of the subject property. This was to keep the existing single family home fronting Syringa Lane and not include it in this development.

Site Features:	*Floodplain:*	The property is not within a flood zone.
	Mature Trees:	A handful of existing trees are located on the project site.
	Streams & Creeks:	None
	Wildlife Habitat:	None
	Riparian Habitat Area:	None
	Steep Slopes & Hillsides:	None
	Canals, Ditches, & Drains:	There is currently a Ditch running north south through the middle of parcel R0266001100 that will be relocated and another ditch that runs diagonally across the northwest corner of parcel R02660010A0, that will be relocated and piped.
	Other, Describe:	There is existing ROW that cuts through these parcels, which will remain ROW as it will go south from Syringa Lane and stub to eventually connect to Owyhee St. near the southeast boundary of the development. The parcel to the north, with an existing single family home along Syringa Lane, is not a part of this application.

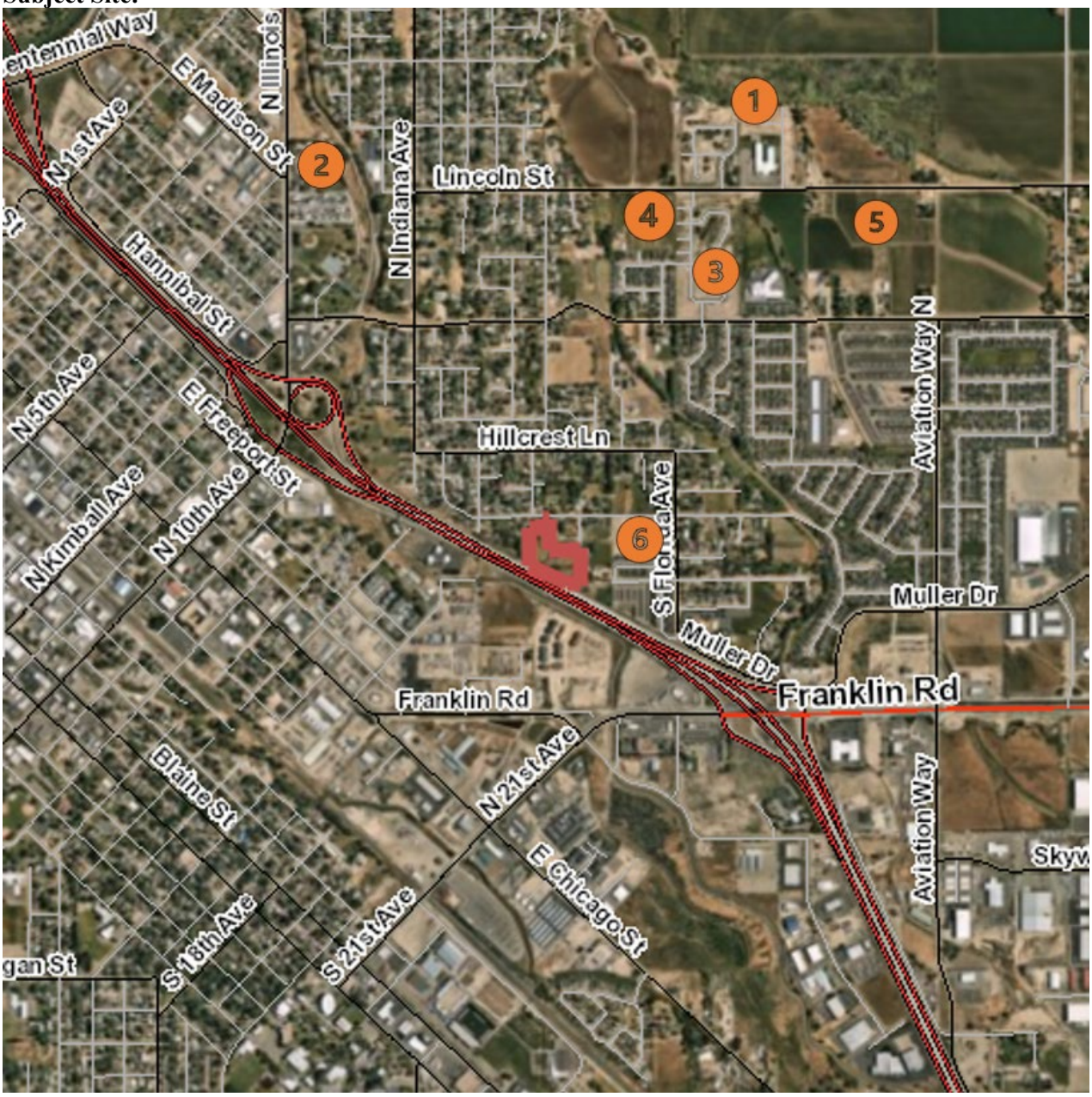
Site and Surrounding Zoning Classifications:	*Site:*	R-1 (Neighborhood Residential) - City
	North:	R-1 (Neighborhood Residential) - City
	South:	T-N (Downtown Transition Neighborhood) – City C-4 (Service Commercial) - City
	East:	R-1 (Neighborhood Residential) – City R-2 (Community Residential) - City
	West:	R-1 (Neighborhood Residential) – City R-2 (Community Residential) - City

Site and Surrounding Land Uses (existing):	*Site:*	Vacant
	North:	Single Family Residential
	South:	Interstate 84
	East:	Single Family Residential
	West:	Single Family Residential

Site and Surrounding Comprehensive Plan Land Use Designations:	*Site:*	Neighborhood 2
	North:	Neighborhood 2
	South:	Special Purpose and Mixed-Use Center
	East:	Neighborhood 2
	West:	Neighborhood 2

Approved Developments within 1-Mile Radius of Subject Site:

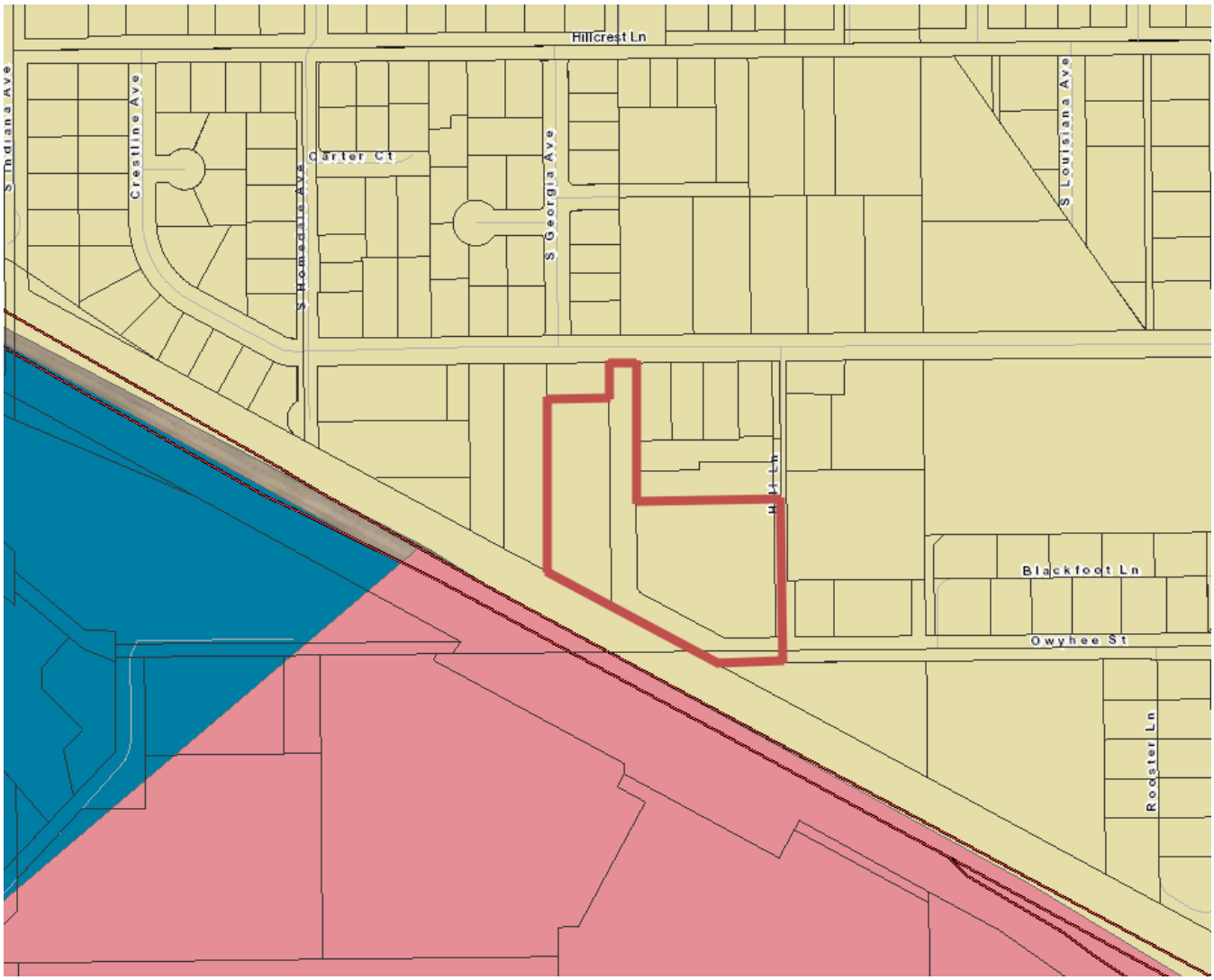
Within a one-mile radius of the subject site, the following entitlements have been approved and are actively being built or have the ability to be built in the future.



Map Exhibit #1 (Above): Approved Developments Surrounding Subject Site

Map Key	Description
1	Huntington Ridge East - 189 single family homes; phase 3 has approved final plat
2	Kahari Apartments – 48 multi-family units
3	El Monterrey – 19 single family attached, 27 detached, and 76 multi-family units; single family is currently being built.
4	Liberty Springs – 26 single family homes; final plat approved, not recorded
5	Hunters Path – 125 single family homes; final plat no. 1 submitted
6	Canyon Crossing – 20 duplex units

II. STAFF REVIEW AND ANALYSIS – COMPREHENSIVE PLAN MAP ANALYSIS



Map Exhibit (Above): City of Caldwell Comprehensive Plan Map

CCC 10-03-03 and Caldwell Comprehensive Plan (2025) Analysis:

The Comprehensive Plan Land Use Map depicts the subject site **(outlined in red).** The subject site is designated within the future land use map as Neighborhood 2. Surrounding parcels are designated as Neighborhood 2 to the North, East, and West, and south of the Interstate is the Mixed-Use Center Placetype and the Special Purpose Placetype.

The Neighborhood 2 Placetype includes 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

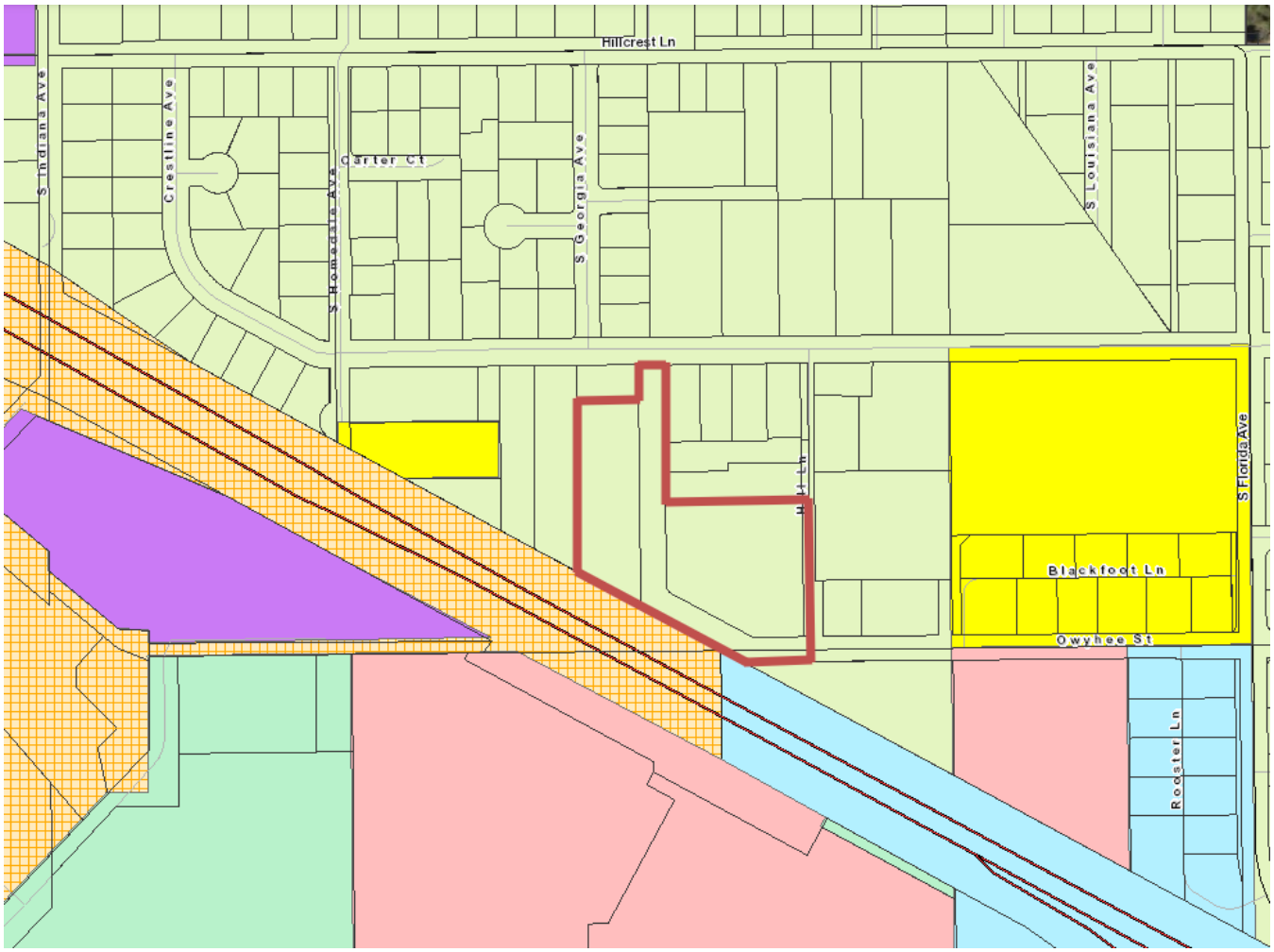
outside of most commercial centers but should still be well connected to nearby services. The residential gross density shall be a minimum of 2 dwelling units per acre and a shall not exceed 8 dwelling units per acre. The applicant is proposing a residential density of 6.99 dwelling units per gross acre, where the allowed density is 2-8 dwelling units per acre.

The Design Character of Neighborhood 2 is intended to have low to mid-density housing with blocks about 300-600 linear feet long. This development does not propose any blocks longer than 600LF. Scaling and massing calls out that buildings shall be 3 stories or less. Transition shall avoid abrupt change in height and building size. Block scale housing is addressed, which is not applicable to this development.

Staff Comment: *Staff finds that the development meets the required density and the design characteristic for Neighborhood 2. Blocks are no longer than 600LF and buildings do not exceed 3 stories. The transition in height and building size is not applicable to this development, as it is all one and two family homes and there is a 15' buffer between any duplex units and adjacent single family home lots, as required by code. 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	
Goal 1:	PROVIDE FOR THE EFFICIENT AND COST-EFFECTIVE MOVEMENT OF PEOPLE AND GOODS.
Policy 1.2:	Design local and collector streets in a manner that provides good circulation as well as connections to adjacent developments.
Goal 6:	PRIORITIZE PUBLIC SAFETY IN TRANSPORTATION INFRASTRUCTURE AND DESIGN.
Policy 6.2:	Develop new neighborhoods with proper ingress/egress for emergency vehicles, including secondary routes, adequate street widths, and turning spaces.
CHAPTER 6: QUALITY NEIGHBORHOODS TO CALL HOME	
Goal 1:	DIVERSIFY HOUSING OPTIONS TO ACCOMMODATE VARYING HOUSEHOLD INCOMES, LIFESTYLES, AND SIZES, PROMOTING INCLUSIVITY AND AFFORDABILITY.
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.
Goal 3:	CONCENTRATE DEVELOPMENT CLOSER TO THE CITY'S CORE AND PRESERVE A RURAL TRANSITION AT THE CITY'S WESTERN AND NORTHERN BOUNDARIES.
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 AMENDMENT AND 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	

Zoning Map Analysis:

The proposed Rezone from the R-1 (Neighborhood Residential) zone to the R-2 (Community Residential) zone is in compliance with the Comprehensive Plan Placetype of Neighborhood 2 as both zoning districts are listed as compatible for this future land use designation.

According to Caldwell City Code, the purpose of the Community Residential 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".

IV. STAFF REVIEW AND ANALYSIS – PRELIMINARY PLAT AND DEVELOPMENT PLAN

The project proposes one (1) single family detached lot and eleven (11) two-family (duplex) lots totaling twenty-three (23) units. Both single family detached and two-family (duplex) are permitted uses within the R-2 zone.

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 – Two-Family (Duplex)	11	11	22
Common Lots	0	n/a	n/a
TOTAL	**12**	**12**	**23**

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; and standards for lot dimensions and spatial arrangements.

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.)	4,000sqft	6,068sqft
Corner Lot Area (sq. ft.)	5,000sqft	-
Minimum Lot Width / Frontage (ft.)	30'	74'
Setbacks	**Required**	**Proposed**
Front Yard Setback, Garage; Minimum (ft.)	22'	Shall comply with code at time of building permit.
Front Yard Setback, Living Area; Minimum (ft.)	15'	
Interior Side Yard Setback (ft.) (Minimum)	5'	
Street Side Yard Setback (ft.) (Minimum)	15'	
Rear Yard Setback (ft.) (Minimum)	15'	
Alley (Garage/Parking) Setbacks: Minimum (ft.)	5'	
Scale and Massing	**Required**	**Proposed**
Maximum Building Height (ft.) *	40'	Shall comply with code at time of building permit.

Residential Density Range in Gross units /acre	2-8du/acre	6.99du/acre

* 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.

Staff Comments: *Staff finds that the applicant shall meet all setbacks and height at time of building permits.* ***Staff has conditioned that the 15' easement along the east boundary (Parcel R0266001000) shall remain as an unconstructed access for parcels R0266400000 and R0266501100 to the east. Said access shall exist until such time that the parcels have an alternative access and is no longer needed to be determined by the City.***

DWELLING - TWO-FAMILY (DUPLEX) STANDARDS – 10-05-07-2:

ARCHITECTURAL DESIGN STANDARDS:	COMPLIANCE:
15' buffer adjacent to single family	Compliant
Wall Modulation	Compliant
First Floor: Combination of material type, color variation, banding, stringcourse, or modulation	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 1 primary materials and/or colors	Compliant
1 Accent color and/or material	Compliant

Staff Comments: *Staff finds that the applicants' proposed elevations appear to meet the design criteria within the two-family standards code. This will be reviewed further at time of building permit to ensure full compliance.*

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, electric vehicle parking, and bicycle parking.

The following provides an overview of the parking, loading and pedestrian amenity 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 (1 must be a garage)	2 covered spaces and 2 garage spaces per DU

Staff Comments: *The project was reviewed for compliance with all parking requirements and was determined to be in compliance with city zoning ordinances.*

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 Canyon Hill 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 school district did not provide a letter in response to the Public Agency notice.

Police: Emergency police services are provided by the City of Caldwell Police. The nearest police station is approximately 1.13 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 #1 and is approximately 1.11 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 Patriots Landing Subdivision has frontages along Patriot Ridge Avenue and Owyhee Street, both which are being developed with the development. ***Staff has conditioned that the 15' easement along the east boundary (Parcel R0266001000) shall remain as an unconstructed access parcels R0266400000 and R0266501100 to the east. Said access shall exist until such time that the parcels to the east of the site have an alternative access and is no longer needed to be determined by the City.***

Street Classifications: Owyhee St. – Local Street; Patriots Ridge Avenue – Local Street

Proposed Site Access: The development is proposing to build full access point connecting out to Syringa Lane and a stub to future connection to Owyhee Street.

Traffic Impact Study (TIS): A TIS was not required for this application due to the number of lots proposed.

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. The development is including all on site improvements to include sidewalks where possible. In addition, the proposed preliminary plat includes internal fire access to maintain all required turnaround radii for emergency services.*

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 table provides an overview of the city code requirements, and the proposal presented by the subject development.

Street Landscape Buffers	**Min. Required**	**Proposed**
Patriot Ridge Way – Local:		
Buffer Width:	Not Required	
Sidewalk:	5’ wide	5’ wide
Owyhee Street - Local:	**Min. Required**	**Proposed**
Buffer Width:	Not Required	
Sidewalk:	5’ wide	5’ wide
Open Space:	**Min. Required**	**Proposed**
Qualifying Open Space (Minimum):	10%	

Buffers Between Land Uses:	**Min. Required**	**Proposed**
Duplex Development to Single Family:	15’	**Vegetation conditioned to be compliant at time of Construction Drawings**
Tree Requirement:	Class I & II trees that touch at within 5 years of planting (to be depicted on landscape plans)	
Shrub Density:	One per 3 LF	

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’):	Yes

Staff Comments (Landscaping, Buffers, & Common Open Space): *The applicant is not required to provide any street buffering because the roads are all internal local roads. The applicant exceeds the open space requirement by about 1,000sqft. The duplex land use buffer is shown on the landscape plan, meeting the width that is required (15’ adjacent to single family homes), but the required planting materials are not shown.* ***Staff has conditioned that an updated landscape plan be provided at time of construction drawings that shows the required landscaping within the land use buffers, per code.***

Regional Pathways:

Staff notes the 2040 Bicycle and Pedestrian Master Plan does not identify any required public pathways in this location.

Neighborhood and Community Pathways:

Neighborhood Pathways (5'): The applicant is proposing five-foot (5') wide micro pathways to provide pedestrian connectivity between common open space areas. The pathway will have a minimum five-foot (5') wide landscape buffer along both sides.

Community Pathways (8'): The applicant does not show a community pathway, but staff finds that there are no adjacent developments to provide connection to/from at this point in time. **Staff conditioned that if the property to the east develops, the access easement along the east property shall become null and void and it shall become landscaped and include a 5' wide pathway that goes north and south and provide a stub to the east to provide future connectivity. This pathway shall have 5' landscape buffers on each side that meet the community pathway standards. The pathway may only be 5' wide rather than 8' wide due to limited space within the 15' wide easement area.**

Fencing and Screening:

Although not required by code, the applicant is proposing fencing along the perimeter of each buildable lot and along the east side of Patriots Landing Avenue between the street and the adjacent properties. The applicant does not call out what type of fencing will be installed. **Staff has conditioned that the type of fencing be called out on an updated landscape plan at time of Construction Drawings.**

V. STAFF REVIEW AND ANALYSIS – AREAS OF SPECIAL CONCERN

Staff has no additional concerns for this application.

VI. PUBLIC HEARINGS

1. **HEARING EXAMINER PUBLIC HEARING**

A public hearing on the requests was held before the Hearing Examiner on 5/26/2026, 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 7/6/2026, 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.		

Preliminary Plat

REQUIRED APPROVAL CRITERIA		
Caldwell City Code Section 11-02-03 (1) E2 (A) through (1) E2 (E) outlines the criteria for approving a preliminary plat. **The city council, prior to approving any Preliminary Plat request, shall find and conclude the requests have met the criteria identified below.**		
Criteria	**Findings and Conclusion**	
	Compliant	**Not Compliant**

The plat is in compliance with "city code"?		
The plat is consistent with the city comprehensive plan		
Public services and utilities are available or can be made available and are adequate to accommodate the proposed subdivision?		
The plat is consistent with the city transportation master plan?		
The subdivision preserves natural, scenic or historic features, if applicable of the site it is being developed on?		

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.
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 a Zoning Map Amendment from R-1 to R-2 and a Preliminary Plat consisting of 11 duplex lots and a single-family lot;

OR

Denial Decision Language

THEREFORE, the Caldwell City Council, hereby **Denies** the request for a Zoning Map Amendment from R-1 to R-2 and a Preliminary Plat consisting of 11 duplex lots and a single-family lot 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 preliminary plat, landscape plans, open space exhibit, etc.

2. At time of construction drawings, "No Parking Fire Lane" signs shall be shown along the common lot (Lot 7 Block 2 on approved preliminary Plat) per IFC 2018.

3. At time of Construction Drawing submittal, the applicant shall submit an updated landscape plan showing the following:

   a. 15' land use buffer with required plantings along all property boundaries that abut to single family homes

   b. Call out what type of fencing will be used

4. The 15' easement along the east boundary (Parcel R0266001000) shall remain as an unconstructed access for parcels R0266400000 and R0266501100 to the east. Said access shall exist until such time that the parcels to the east of the site have alternative access and this is no longer needed, to be determined by the City. At that time, it will be required that Parcel R0266001000 shall have a 5' wide pathway that stubs to the east and connects Hill Lane to Owyhee Street via pedestrian connectivity. This pathway shall be landscaped in accordance with the Caldwell City Code for Community pathway. All remaining area shall be landscaped with a mixture of vegetative ground cover, trees, and shrubs.

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, will require the submission 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 schedule 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 12/5/2025 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 3/23/2026 and shown in **Exhibit 2.**
2. Comply with all requirements of the City Mapping Department as specified in their memo / email dated 2/6/2026 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.
3. 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.
4. Landscape Maintenance: All landscaping and screening devices shall be maintained in an attractive, live, safe and healthy manner.
5. Subdivisions: The homeowner's association is responsible for maintaining all common area landscaping and screening devices within a subdivision, development, and/or the subject property.
6. 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.
7. 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. Subdivision Specific Requirements:

1. 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.

2. Subdivision 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. Plat Expirations:

    a. Final plats must be submitted for approval within twenty-four (24) months of the date of signature on the approving order of decision for the preliminary plat;

    b. Final plats must be recorded for a single-phase development or for the first phase of a multi-phase development within twenty-four (24) months of the date of signature on the approving order of decision for the final plat. For phased subdivisions, see 11-02-02 (1).

4. Final Plat Submission: Final plat applications shall be submitted to the planning and zoning department at the same time as the application for review of construction drawings has been submitted to the engineering department.

5. Phased Subdivisions: The subdivider may file and obtain acceptance of successive final plats for continuous segments of the approved preliminary plat without reapplication for preliminary plat approval, provided that final plats are recorded in successive intervals of not more than two (2) years each, as measured from the date of recordation of the prior phase final plat, and provided that "city code", as herein defined, and any subsequent amendments as adopted by the city before, during or after preliminary plat approval, is followed in all design, engineering plans, construction and final plats for all phases, with the exception of lot sizes, lot dimensions, setbacks, number of lots and any exceptions approved at the time of preliminary platting, which shall remain as indicated in the preliminary plat order of decision and/or development agreement.

6. Approved Subdivision Name. No changes to an approved subdivision name shall occur unless a request is initiated through the filing of an application for a “Subdivision Name Change Request”, and subsequently reviewed and approved the Mapping and Planning and Zoning Department, at an administrative staff level. In making application, the application shall file a completed application with the Planning and Zoning Department on forms prescribed by the department accompanied by such data and information necessary to assure the fullest presentation of facts, as determined by the Planning Director.

    a. *Subdivision Name Change Requests; Prior to Final Plat Submission:* If approved, an amended preliminary plat will need to be submitted to the Planning and Zoning Department with the reflected subdivision name change prior to the approval of construction drawings. All construction drawings and final subdivision plats shall reflect the new approved subdivision name.

    b. *Name Change Requests; Prior to Final Plat Recording:* If approved, an amended final plat drawings and mylars will need to be submitted to the Planning and Zoning Department with the reflected subdivision name change prior to signature of the final plat.

    c. *Name Change Requests; After Final Plat Recording:* If approved, an amended final plat drawing indicating the new subdivision name OR an Affidavit of Correction indicating that the plat is otherwise known as “insert the new approved subdivision name”, shall be recorded at the county

recorder's office. Once the plat or affidavit is recorded, a copy of the recorded plat or affidavit shall be provided to the Planning and Zoning Department.

7. Approved Street Names, Street Layout, Lot and Block Numbering, and Subdivision Phasing Plan: No changes to the original approved street names, street layout and configuration, lot and block numbering, or subdivision phasing plan shall occur without prior approval from the City of Caldwell Mapping Division. Any substantial changes from what was originally approved may require additional public hearings.

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.

8. 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 6th day of July 2026.

_____

Eric Phillips, Caldwell Mayor

ATTEST:

_____

Kritina Buchan, Caldwell City Clerk

EXHIBITS

Exhibit 1: Application Documents

- Application(s) and Checklists
- Project Narrative
- Vicinity Map
- Site Plan
- Subdivision Plat
- Landscape Plan
- Open Space Exhibit
- 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
- City of Caldwell Police Department

Exhibit 3: Agency Notification and Comments

- Copy of Public Agency Notification Sent
- List of Public Agencies Notified
- Agency Comments Received
    - Idaho Department of Transportation

Exhibit 4: Public Comments

- Madison Fritts – opposition
- Braedon Armin – opposition
- Sharon and Orval Willis – opposition

Exhibit 5: Minutes of the Hearing Examiner Hearing

Exhibit 6: Ordinance and Summary

EXHIBIT 1:

APPLICATION DOCUMENTS

City of Caldwell

Community Development Department – Planning & Zoning Division

MASTER LAND USE APPLICATION

This Master Land Use Application and specific land use checklists must be completed, with all required supplemental documents provided and fees paid for an application to be considered complete and accepted. Once accepted, all applications go through pre-screening prior to being routed for the initial review.

Failure to submit all requested items (in legible form) may delay the processing of your application. Additional information may be required during pre-screening or after the review of your proposal.

Please note that any land use action below marked with an asterisk (*) will require public hearing. Land use actions below marked with two asterisks (**) may require public hearing depending on the scope of project.

APPLICATION REQUESTS

Note: Please check all specific land uses actions below that you are applying for

- ☐ Accessory Dwelling Unit (ADU)
- ☐ Director Determination
- ☐ Administrative Development Review
- ☐ *Annexation w/ Zoning
- ☐ Business Permit (Business License)
- ☐ *Certificate of Appropriateness
- ☐ *Comprehensive Plan Amendment
- ☐ *Deannexation
- ☐ **Design Review
- ■ Development Agreement
  - ■ *New
  - ☐ **Modification
  - ☐ *Termination
- ☐ Home Occupation Permit
  - ☐ New
  - ☐ Renewal
- ☐ Lot Line Adjustment
- ☐ Lot Split
  - ☐ Administrative
  - ☐ Simple
- ☐ *Manufactured Home Community
- ☐ Outdoor Dining Permit
- ☐ Parcel Consolidation
- ☐ Planned Unit Development (PUD)
  - ☐ *New
  - ☐ **Modification
- ☐ Public Art / Murals
- ■ *Rezone (Zoning Map Amendment)
- ☐ Signs[1]
- ☐ Site Plan / Landscape Plan Review[2]
- ☐ Special Use Permit (SUP)
  - ☐ *New
  - ☐ **Modification
  - ☐ Time Extension
- ■ Subdivision Plats
  - ■ *Preliminary Plat
  - ☐ Final Plat
  - ☐ *Short Plat (Regular)
  - ☐ *Short Plat (Condo)
  - ☐ **Plat Modification[3]
  - ☐ *Replat
  - ☐ Time Extension
  - ☐ Renewal
- ☐ Temporary Use Permit
  - ☐ New ☐ Renewal
  - ☐ Mobile Food Unit
  - ☐ Temporary Use Facility
  - ☐ Transient Merchant Facility
- ☐ Traffic Impact Study Review
- ☐ Vacation
- ☐ *Variance
- ☐ *Zoning Text Amendment

[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 or construction drawing submissions.
[3] Re-plats are not considered plat modifications.

City of Caldwell

Community Development Department – Planning & Zoning Division

MASTER LAND USE APPLICATION

PROJECT and SITE/PROPERTY INFORMATION

Project or Business Name:	Patriots Landing
Site Address (s):	2422 Syringa Ln Caldwell, ID 83605
Suite #:	
Parcel #(s):	0266001100, 02660010A0, 0266001000
Total Acres:	3.28 AC

General Location of Site:

2422 Syringa Ln Caldwell, ID 83605

Current Zoning of Parcel(s): *(check all that apply)*	☒ RS-1 ☐ RS-2 ☐ R-1 ☐ R-2 ☐ R-3 ☐ C-1 ☐ C-2 ☐ C-3 ☐ C-4 ☐ C-C ☐ M-1 ☐ M-2 ☐ I-P ☐ A-D ☐ C-D ☐ H-D ☐ P-D ☐ T-N ☐ H-C ☐ County Zone: _____ ☐ Not Applicable
Overlay Districts: *(if applicable)*	☐ APO-1 ☐ APO-2 ☐ HD-1 ☐ City Center Indian Creek Corridor ☐ City Center Local Historic Area ☒ None ☐ Not Applicable
Is Parcel(s) in Floodplain:	☐ Yes ☒ No

Description of Proposed Project / Request:

See narrative.

City of Caldwell

Community Development Department – Planning & Zoning Division

MASTER LAND USE APPLICATION

APPLICANT INFORMATION:

Name:	Andrew Wheeler
Company Name (if applicable):	The Land Architect LLC

☐ Property Owner ■ Authorized Agent ☐ Purchaser ☐ Petitioner (Vacations only)

Mailing Address:	9201 W. State St. Ste 102. Boise, ID 83714
Phone:	855-787-6636
Email:	andrew@thelandarchitect.com

PROPERTY OWNERS' INFORMATION

(If an LLC, please provide documentation of being an authorized signer)

☐ Not Applicable

Name:	Tim Davis
Mailing Address:	22493 Duff Lane Middleton, Idaho 83644
Phone:	208-513-0834
Email:	tdavismorningstar@ilj.com

DESIGNATED CONTACT PERSON

(Who will receive and disseminate all correspondence from the city)

Same as:

■ Applicant ☐ Property Owner ☐ Other

Name:	Andrew Wheeler
Company Name (if applicable):	The Land Architect, LLC
Mailing Address:	9201 W. State St. Ste 102. Boise, ID 83714
Phone:	855-787-6636
Email:	andrew@thelandarchitect.com

City of Caldwell

Community Development Department – Planning & Zoning Division

MASTER LAND USE APPLICATION

CONTRACTOR / DEVELOPER INFORMATION	
☐ Not Applicable	
Name:	Tim Davis
Company Name (if applicable):	Morning Star Development
Mailing Address:	22493 Duff Lane Middleton, Idaho 83644
Phone:	208-513-0834
Email:	tdavismorningstar@ilj.com

ARCHITECT INFORMATION	
☐ Not Applicable	
Name:	Andrew Wheeler
Company Name (if applicable):	The Land Architect, LLC
Mailing Address:	9201 W. State St. Ste 102. Boise, ID 83714
Phone:	8550787-6636
Email:	andrew@thelandarchitect.com

ENGINEER / SURVEYOR INFORMATION	
☐ Not Applicable	
Name:	Joseph Canning
Company Name (if applicable):	Centurion Engineers, Inc
Mailing Address:	2323 S. Vista Ave. Ste 206 Boise, ID 83705
Phone:	208-343-3381
Email:	jdcanning@centengr.com

City of Caldwell

Community Development Department – Planning & Zoning Division

MASTER LAND USE APPLICATION

LANDSCAPE ARCHITECT INFORMATION

☐ Not Applicable

Name:	Ben Semple
Company Name (if applicable):	Rodney Evans + Partners
Mailing Address:	1450 W. Bannock St. Boise, ID 83702
Phone:	208-514-3300
Email:	ben@reandpartners.com

ACKNOWLEDGEMENTS

▣ 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.

▣ I certify that I am the owner of this property, the owner's authorized agent, or the petitioner (if for a vacation). If acting as an authorized agent, 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.

▣ I certify that the information furnished by me as part of this application is true and correct to the best of my knowledge.

I am the: ☐ Property Owner ▣ Authorized Agent ☐ Petitioner (Vacations Only)

Applicant Signature: Andrew R Wheeler Date: 09/22/25

Printed Name: Andrew Wheeler

City of Caldwell

Community Development Department – Planning & Zoning Division

MASTER LAND USE APPLICATION

Online Application Submittal Instructions

The City of Caldwell Planning and Zoning Department utilizes an online application portal for submission of all applications, documents, plans, and payment of fees.

Step 1:

- Log in or create an account in Citizenserve (Citizenserve Users Guide)
- Select your permit and/or application type and enter in all required information.

Step 2

- Pay fees online via Citizenserve. You will receive an email from Citizenserve directing you to make a payment once staff have reviewed your application.

Drawing Submittal Instructions:

1. All plan sheets must be uploaded in PDF format only (no CAD, JPEG, TIFF, PNG, etc.)
2. All plan sheets must be to scale.
3. All plan sheets must be uploaded to Citizenserve.
1. All applications, checklists, calculations, reports, drawings, plans, and other supporting documents must be uploaded as single-sided pdf's and must be legible and in a high-definition format.

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REZONE 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.

☒ Filing fees **(see Section 2 below)**

☒ PDF Documents shall be formatted in accordance with **Section 5** below.

☒ All documents shall follow the naming conventions as shown here.

SECTION 2: Filing Fees

Refer to the Department fee list for most current fees.

☒ Application / 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 or agent 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 the property boundary
- ☐ A copy of the 500' mailing list
- ☐ A copy of the sign-in sheet, with your signature for certification

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☒ ***Legal Description and Exhibit.*** 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 stamped and certified by a land surveyor registered to the State of Idaho and shall be accompanied by an exhibit stamped and certified by a land surveyor registered in the State of Idaho. For multiple parcels with different zoning designations, the legal descriptions and exhibit shall indicate the area for each zone, along with the acreage and boundaries.

☒ ***Location / Vicinity Map.*** Showing the boundaries of the subject property with relation to nearby roadways and landmarks.

☒ ***Project Narrative.*** A detailed project narrative addressing the following:

- ☒ Description of overall proposed rezone and future 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.

☒ ***Conceptual Development Plan*** (If the rezone request is not associated with a special use permit, planned unit development or subdivision plat request).

SECTION 4: Project Specific Details

Fill in all the information below that is applicable to the project being proposed.

SUBJECT SITE LAND USE AND LAND USE INFORMATION			
Existing Zoning Designation:	R1		
Proposed Zoning Designation:	R2		
Existing City Comprehensive Plan Future Land Use Designation:	MDR		
Existing Land Use:	RESIDENTIAL		
Proposed Land Use:	RESIDENTIAL		

SURROUNDING LAND USE AND ZONING INFORMATION			
	Existing Zoning Designation	**Existing City Comp Plan Designation**	**Existing Use of Site**
North of Subject Site:	Residential	MDR	Residential
South of Subject Site:	Residential	MDR	Residential
East of Subject Site:	Residential	MDR	Residential
West of Subject Site:	Residential	MDR	Residential

EXISTING UTILITIES, INFRASTRUCTURE AND PUBLIC SERVICES INFORMATION		
Type of Site Access:	☒	Street Frontage
	☐	Easement Easement Width: Instrument #
Street(s) Providing Access to Site:	Syringa Ave. & Owhyee Ave.	
Existing Domestic Water:	☐	Individual Domestic Well – How Many?
	☐	Centralized Public Water System
	☒	City Municipal Water System
	☐	N/A
	Nearest Water Line Connection:	
Existing Sewer (Wastewater):	☐	Individual Septic
	☒	City Municipal Sewer
	☐	N/A
	Nearest Sewer Line Connection:	
Existing Irrigation:	☐	Surface
	☐	Irrigation Well
	☐	Pressurized
	☒	Gravity
	☐	N/A
	Nearest Irrigation Connection:	
	Irrigation District:	
	☐	Caldwell School District

School Districts Serving this Location:	☐	Vallivue School District
	☐	Nampa School District

CRITERIA FOR REZONE REQUEST
Please answer all of the questions below.
Please explain how the proposed zoning map amendment is consistent with the comprehensive plan's land use map, and the plan's established goals, objectives, and policies? Indicate which goals, objectives and policies it meets.
Please see narrative.
Please explain how the proposed map amendment is consistent with the purpose statement of the proposed zoning district as specified in Caldwell City Code.

Please see narrative.

Please explain how the intensity of development in the new zoning district will not create significant adverse impacts to surrounding properties or the neighborhood or explain the impacts and how the impacts are proposed to be mitigated.

Please see narrative.

Will adequate public facilities exist, or be provided, to serve all uses allowed on this property under the proposed zone? Please explain.

Please see narrative.

SECTION 5: PDF Formatting Requirements

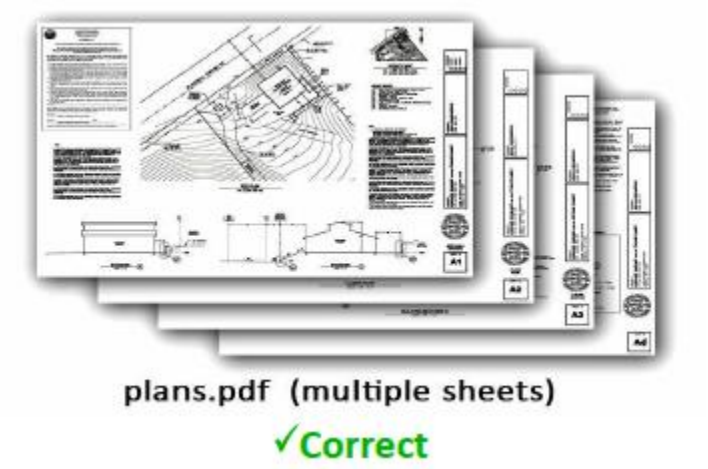
Portable Document Format (PDF) is the industry standard for electronic plans. The City of Caldwell only accepts PDF files for plan review. PDF files must be properly formatted as described below. Please read the instructions carefully. Improperly formatted plans can delay the plan review process for 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.

SECTION 6: 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 prescreening process. This could impact neighborhood meeting deadlines and scheduling of public hearing dates.

☒ I acknowledge that I have read, understand, and am in compliance with all standards, terms, and requirements listed in Caldwell City Code; and

☒ I certify I am the:

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☐ Property Owner as the Applicant ☒ Property Owner's Agent / Representative

Andrew Wheeler	9/22/25
Applicant / Applicant's Representative Printed Name	Date

Andrew R Wheeler

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		
Application Checklist	Copy of completed, signed and dated checklist		
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		
Proof of Property Ownership	Recorded Warranty Deed for the subject property showing proof of ownership, or evidence of property interest to subject property		
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.		
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.*		
Photographs	Photographs of existing site conditions		
Project Narrative	Narrative fully describing the application request(s), the purpose of the development, existing site conditions, and what is being proposed.		
Concept Building Elevations	Colored concept elevations of all four (4) sides of buildings, indicating building heights, colors, materials, windows, doors, and architectural features.		
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.		
Preliminary Plat	High resolution preliminary plat, to scale. See requirements for plan content in **Section II below**		
Landscape Plan	High resolution landscape plan, to scale. See requirements for landscape plan contents in **Section III below**		

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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	x	
Public Transit Stops	Location of any public transit	x	
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.	X	
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	x	
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?	After entitlement approvals, an estimate of 18 months to Final plat is estimated with another 12 months to final build out.

LAND USE AND ZONING INFORMATION

	Zoning Designation	Comp Plan Designation	Land Use
Existing (Subject Property)	R1	Medium density residential	Residential
Proposed (Subject Property)	R2	Medium density residential	Residential
North of Site	R1	Medium density residential	Residential
South of Site	R1	Medium density residential	Residential
East of Site	R1	Medium density residential	Residential
West of Site	R1	Medium density residential	Residential

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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	13	2.62	2.62
Commercial Lots	0	0	
Industrial Lots	0	0	
Common Lots	5	.66	

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:		13	N/A	23	N/A	47,337 SF
Single-family (detached) homes	N/A	3	N/A	N/A	27'	N/A
Townhomes	N/A	N/A	N/A	N/A	N/A	N/A
Two-family *(duplex)*	N/A	10	N/A	N/A	27'	N/A
Three-family residential *(triplex)*	N/A	N/A	N/A	N/A	N/A	N/A
Four, five and six family *(fourplex, fiveplex, and sixplex)*	N/A	N/A	N/A	N/A	N/A	V
Multi-family (7 or > dwelling units) in a single building	N/A	N/A	N/A	N/A	N/A	N/A
Commercial	N/A	N/A	N/A	N/A	N/A	N/A
Industrial	N/A	N/A	N/A	N/A	N/A	N/A

Type of Commercial or Industrial Buildings:	Single-tenant building(s)	Multi-tenant buildings
	N/A	N/A

DENSITY AND OPEN SPACE (Comprehensive Plan and CCC 10-07-05)

Dwelling units per gross acre (Density):	Max. Allowed	Proposed
	8	7.01
Total Open Space	% Required	% Proposed
	N/A	XX
Total "Qualifying" Open Space	% Required	% Proposed
	8%	4.6%
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	N/A	N/A
Industrial loading spaces	N/A	N/A
Bicycle parking spaces:	0	0
Describe any public transportation facilities that will be provided in accordance with (CCC 10-02-05 B)	N/A	
Public Amenities:	***Provide a description of the type of public amenities proposed***: N/A	

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:* 5' Attached sidewalk along main R.O.W.
Micro Pathways	*Describe location, width, and landscaping* 5' Attached sidewalk along main R.O.W.
Public Pathways *(per Bicycles and Pathways Master Plan)*	*Describe location, width, landscaping, and any proposed fencing:*

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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)*

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							
South Property Line							
East Property Line							
West Property Line							

PUBLIC SIDEWALKS

Location (Street Name)	Min. Width Required	Proposed Width	Type of Sidewalk		
Owyhee st	5	5	Meandering	Attached	Detached
Patrios Ridge Ave.	5	5	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
		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:	
	Irrigation District:	

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Stormwater:		Swales Detention Swale in Southeast corner
		Ponds
		Borrow Ditches
		Other, Explain:
Stormwater Management:	Does the site disturb one or more acres of land? Yes No	
Fire Suppression Water Supply Source:	City water service	
Sources of Surface Water on or Nearby Properties (i.e., creeks, ditches, canals, lake, etc.):		
Type of Site Access:		Street Frontage Syringa Ave. - 56' ROW frontage
		Easement Easement Width: Instrument #
Street(s) Providing Access:	Owhyee St. Syringa Ave.	
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

SPECIAL ON-SITE CHARACTERISTICS

	Yes	No	If yes, explain:
Areas of Critical Environmental Concern?			
Evidence of Erosion?		x	
Fish Habitat?		x	
Floodplain?		x	
Riparian Vegetation?		x	
Steep Slopes?		x	
Streams/Creeks?	x		See Civil for existing topography and drainage ditch locations
Unique Animal/Plant Life?		x	
Unstable Soils?		x	
Wildlife Habitat?		x	
Historic Buildings or Features?		x	

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Describe any other unique site characteristics:	

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

Andrew Wheeler
Applicant / Applicant's Representative Printed Name

09/22/25
Date

Applicant / Applicant's Representative Signature

Andrew Wheeler
9201 W. State St. Ste. 102
Boise, ID 83714
andrew@thelandarchitect.com
855-787-6636
09/22/28

RE: Patriots Landing Development
Planning & Zoning Commission
City of Caldwell
P.O. Box 1179
Caldwell, ID 83606

Re: Patriots Landing — Request for Rezone from R-1 to R-2 and Approval of a 23-Home Residential Development Serving Veterans

Dear Commissioners:
On behalf of the applicant/owner, we respectfully submit this narrative in support of Patriots Landing, a neighborhood of 23 attainable homes designed to serve Idaho veterans and their families. The site lies along Syringa Rd., with I-84 to the south (screened by the existing highway retaining wall), single-family residences to the east, and a single-family home plus an RV/metal shed storage use to the north/northeast adjacent to the site.

Proposed Rezone and Development Plan:
We request a rezone from R-1 (Residential Low Density) to R-2 (Residential Medium Density) to allow a modest increase in density and housing types consistent with surrounding development patterns and major transportation infrastructure.

Program summary:

- 23 dwelling units in 13 structures comprised of ten (10) duplex buildings (20 units) and three (3) detached single-unit homes (3 units).
- Homes are arranged on a shared lot/commons with private, fenced rear yards for each dwelling and common-area maintenance by an HOA (or similar association).
- A new public local street connection is proposed utilizing the existing right-of-way easement to improve circulation and emergency access.
- Open space is provided on the south portion of the site, integrated with a stormwater retention basin and informal recreation lawn.

- Building forms, heights, setbacks, landscaping, lighting, and parking will comply with the R-2 standards and applicable city development codes.

Veteran-serving intent:
Patriots Landing is purpose-built to welcome veterans through thoughtful design with durable materials, and HOA management of the common areas. We will coordinate with veteran-serving organizations during lease-up/sales to prioritize outreach and support.

Consistency with the Comprehensive Plan, Vision, and Zoning Ordinances:
Comprehensive Plan & Vision alignment

- Housing Choice & Attainability: Introduces duplex and small detached options that broaden the City's housing mix while remaining neighborhood-scale.
- Infill & Efficient Land Use: Converts an underutilized, vacant parcel near the I-84 corridor into productive housing with existing/planned utility and transportation capacity.
- Connectivity & Public Safety: Establishes a new public street connection for improved access, utility looping, and emergency response.
- Open Space & Stormwater: Delivers on-site common open space and on-site detention that meets City standards and protects downstream systems.
- Neighborhood Compatibility: utilizes two story single massing with the second floor stepped back, residential architecture, perimeter landscaping, and privacy fencing to transition sensitively to adjacent single-family homes.

Zoning compliance (R-2)

- Use: Duplex and detached single-family dwellings are permitted in R-2 zoning
- Dimensional standards: The site plan will be designed to meet or exceed R-2 setbacks, lot coverage, height, parking, landscaping, and fencing requirements.
- Access & circulation: The street section, sidewalks, and any private drive aisles will conform to City standards and Fire Code (turning radii, hydrant spacing, unobstructed width/height).
- Utilities & drainage: Water, sewer, and stormwater facilities will be designed per City/agency specifications; the south retention basin is sized to manage onsite runoff.
- Design quality: Materials, elevations, and lighting will comply with code and be reviewed with staff; lighting will be full cut-off and directed downward.

Project Benefits, Potential Impacts, and Mitigation:
Key public benefits

- Veteran-focused attainable housing in a small-neighborhood format.
- Infill development near regional transportation, reducing outward sprawl.
- New public street connection that improves block structure and safety.
- On-site open space and stormwater improvements.
- Neighborhood-scale design that complements adjacent single-family areas.

THE LAND ARCHITECT
DESIGN | ENTITLE | DEVELOP
THELANDARCHITECT.COM

Potential impacts & mitigations:

- Traffic: A modest trip increase is expected for 23 homes; the new public connection disperses movements and enhances emergency access. Any warranted frontage or intersection improvements (signage, striping, curb/gutter/sidewalk) will be provided per City direction.
- Noise/visual: I-84 is buffered by the existing retaining wall. Within the project, privacy fencing and landscape buffers along edges will screen rear and side yards from neighbors.
- Stormwater: Managed on site in the south retention basin designed to City standards
- Construction: We will adhere to City noise hours, erosion and dust control measures, and maintain clear haul routes and safety signage.
- Neighborhood character: Building heights are residential scale; façades include varied materials, entries oriented to streets/paths, and garage/frontage treatments to avoid monotony.

Conclusion & Request:

Patriots Landing delivers the type of attainable, veteran-serving housing envisioned by the City's long-range plans, in a location where R-2 provides an appropriate, context-sensitive transition. The project upgrades local circulation, manages its stormwater responsibly, and integrates buffers and open space to respect adjacent homes.

We request your recommendation of approval for the R-1 to R-2 rezone and associated development approvals for Patriots Landing. We appreciate your consideration and look forward to collaborating with staff on final engineering and design details.

Regards,

Andrew R Wheeler

Andrew Wheeler
Architect



OVERALL SITE PLAN

SCALE: 1/32" = 1'-0"

BUILDING TYPE LEGEND:

PLAN PREPARED BY APPLICANT

ANDREW WHEELER
THE LAND ARCHITECT
9201 W.STATE ST.
BOISE, ID 83714
855-787-6636
ANDREW@THELANDARCHITECT.COM

ZONING REQUIREMENTS

ZONING DISTRICT: **R-2**
MAXIMUM HEIGHT: **35**
MINIMUM SETBACKS:
FRONT = **20 FT**
REAR YARD = **15 FT**
INTERIOR SIDE YARD = **6 FT**
STREET SIDE YARD = **15 FT**
MIN. LOT AREA (INTERIOR LOT) = **6,000 SF**
MIN. LOT AREA (CORNER LOT) = **7,500 SF**
MIN. LOT FRONTAGE = **45 FT**
COMMON LOT SETBACK = 15 FT

LOT SCHEDULE:

LOT SCHEDULE

LOT	INFORMATION	AREA
BLOCK 1		
1	COMMON LOT	14,544 SF
2	DUPLEX LOT (2) UNITS	9,028 SF
3	DUPLEX LOT (2) UNITS	9,150 SF
4	DUPLEX LOT (2) UNITS	9,150 SF
5	DUPLEX LOT (2) UNITS	9,150 SF
6	SINGLE-DETACHED LOT (1) UNIT	6,068 SF
BLOCK 2		
1	COMMON LOT WITH OPEN SPACE	5,033 SF
2	DUPLEX LOT (2) UNITS	6,664 SF
3	DUPLEX LOT (2) UNITS	6,661 SF
4	COMMON LOT WITH OPEN SPACE	18,621 SF
5	DUPLEX LOT (2) UNITS	6,118 SF
6	DUPLEX LOT (2) UNITS	6,141 SF
7	COMMON LOT (ROADS, SIDEWALKS, ETC)	10,377 SF
8	DUPLEX LOT (2) UNITS	6,144 SF
9	DUPLEX LOT (2) UNITS	7,971 SF
10	DUPLEX LOT (2) UNITS	7,460 SF
11	RIGHT OF WAY	4,528 SF
	TOTAL	142, 876 SF

TOTAL UNIT COUNT = (23) UNITS

SITE DENSITY:
DENSITY = 6.99 UPA
MAX. UNIT COUNT = (23)

PARKING SUMMARY

REQUIRED:
(2) PARKING STALLS PER APARTMENT UNIT
(0.5) PARKING STALLS PER APARTMENT UNIT - GUEST PARKING

TOTAL REQUIRED:
PER UNIT:
(2773) * (2) = (46) STALLS
(23) * (0.5) = (12) GUEST STALLS
TOTAL REQUIRED = (58) STALLS

PARKING STALL SIZE: 9 FT X 20 FT

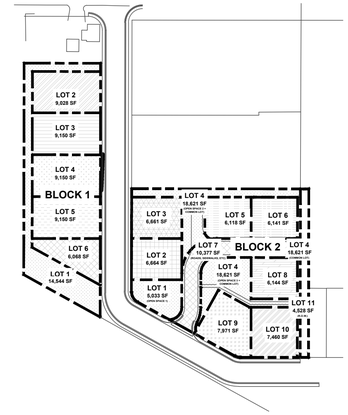
PROVIDED:
(46) GARAGE STALLS
(46) UNCOVERED PARKING STALLS
TOTAL PARKING STALLS PROVIDED = (92) STALLS

OPEN SPACE REQUIREMENTS

REQUIRED: 8% OF SITE AREA

SITE AREA = 142,876.80 SF * 0.08
TOTAL REQUIRED OPEN SPACE = 11,430.14 SF

OPEN SPACE 1 = 5,033 SF
OPEN SPACE 2 = 1,814 SF
OPEN SPACE 3 = 5,237 SF
TOTAL OPEN SPACE PROVIDED = 12,084 SF (8.46%)



LOT KEY PLAN

SCALE: 1/128" = 1'-0"



VICINITY MAP

SCALE: NTS

REVISION	DATE

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TLA 24-19
CLIENT
MORNING STAR DEVELOPMENT

PATRIOTS LANDING

PARCEL ID: R02660, R02660011, R02660010A

2422 SYRINGA LN, CALDWELL, IDAHO

ENTITLEMENT APPLICATION
09/22/25

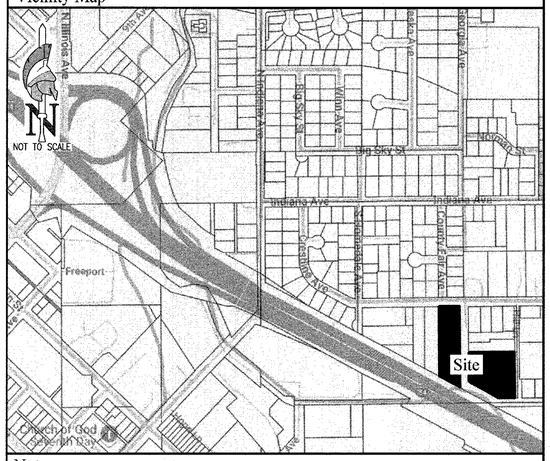
LICENSED ARCHITECT
AR-985897
ANDREW R. WHEELER
STATE OF IDAHO

OVERALL SITE PLAN

A100

SCALE 1/32" = 1'-0"

Vicinity Map

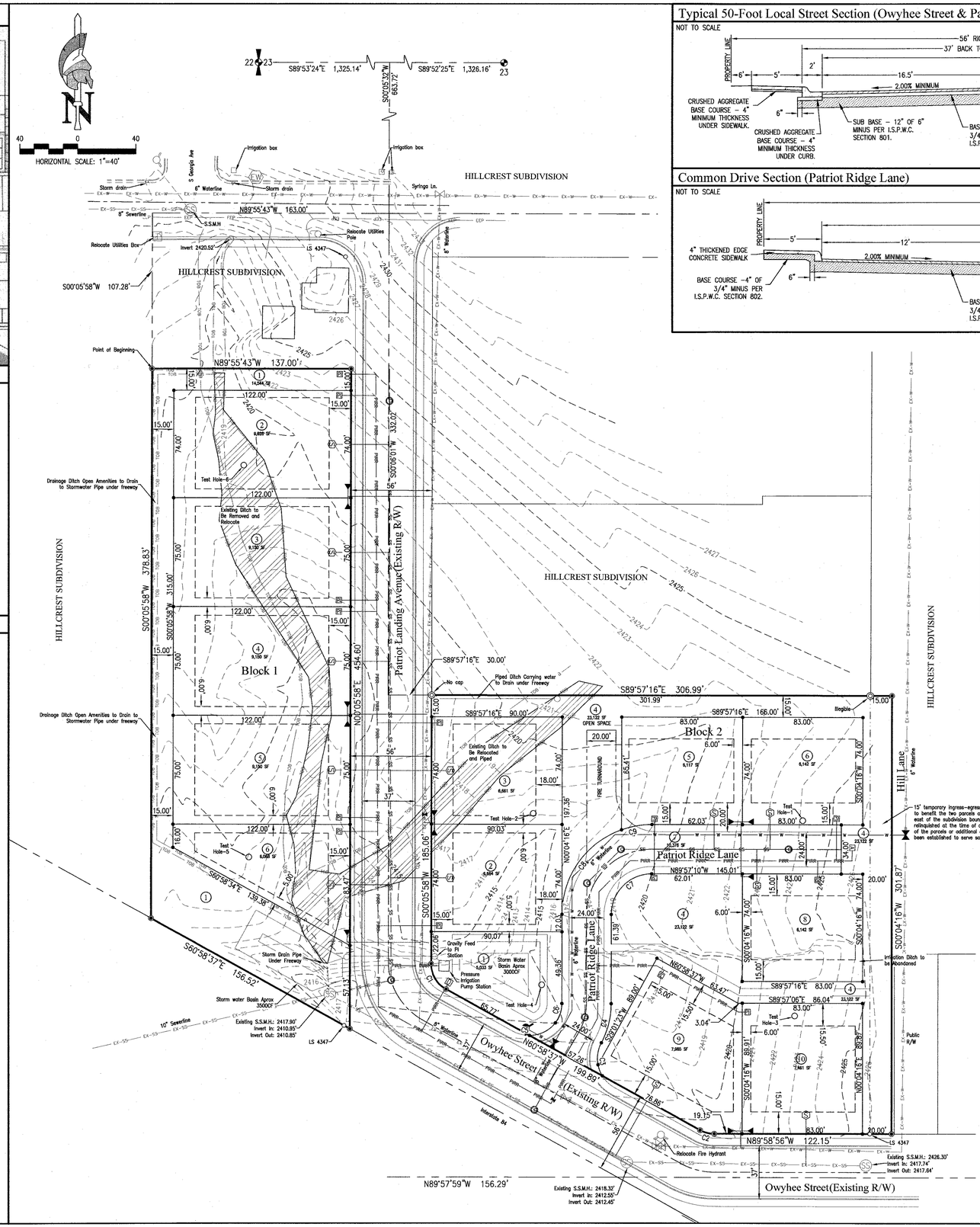


Notes

1. THIS PROPERTY IS NOT IN A FLOOD PLAIN AREA.
2. SANITARY SEWER SERVICE IS TO BE PROVIDED BY THE CITY OF CALDWELL.
3. POTABLE WATER IS TO BE PROVIDED BY THE CITY OF CALDWELL.
4. PROPERTY LIES WITHIN THE PIONEER IRRIGATION DISTRICT.
5. FIRE SERVICES BY THE CITY OF CALDWELL.
6. THIS PROPERTY IS CURRENTLY ZONED R-1, TO BE REZONED TO R-2.
7. EXISTING USE: RURAL AND RESIDENTIAL.
8. CONTOUR INTERVAL: 1' FOOT DATUM: NAVD 88
9. COMMON AREAS SHOWN HEREON SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
10. THIS DEVELOPMENT ANTICIPATES USING SHALLOW RETENTION BASINS FOR STORM WATER DISPOSAL OF STORM WATER GENERATED FROM THE PROJECT.
11. PUBLIC UTILITIES ARE TO BE PROVIDED FROM THE PUBLIC UTILITY PROVIDERS FROM JOINT TRENCH ADJACENT TO THE PUBLIC ROADS. SPECIFIC DESIGN CRITERIA WILL BE MET DURING THE CONSTRUCTION APPROVAL PHASE OF THIS DEVELOPMENT.
12. THE FOLLOWING TAX PARCEL NUMBER IS INCLUDED WITHIN THIS SUBDIVISION: R02660010A0 AND R0266001100.
13. COMMON AREAS ARE LOT 1, BLOCK 1, LOTS 1, 4,& 7, BLOCK 2.

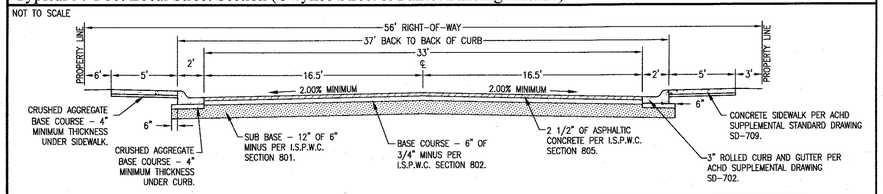
Legend

- SUBDIVISION BOUNDARY
- LOT LINE
- ADJOINING PROPERTY LINE
- STREET CENTERLINE
- SECTION LINE
- EXISTING FENCE
- EXISTING EDGE OF PAVEMENT
- EXISTING CURB AND GUTTER
- CONSTRUCT 3" ROLLED CURB & GUTTER
- EXISTING SANITARY SEWER MAIN LINE
- CONSTRUCT SANITARY SEWER MAIN LINE, SIZE NOTED
- CONSTRUCT SANITARY SEWER SERVICE
- BUILDING SETBACK LINE
- INGRESS-EGRESS EASEMENT
- EXISTING WATER MAIN LINE
- CONSTRUCT WATER MAIN LINE
- CONSTRUCT WATER SERVICE
- CONSTRUCT PRESSURE IRRIGATION MAIN LINE
- CONSTRUCT PRESSURE IRRIGATION SERVICE
- CONSTRUCT GRAVITY IRRIGATION MAIN LINE
- EXISTING TOP OF BANK
- GRAVITY IRRIGATION BOX
- INSTALL WATER VALVE, SAME SIZE AS MAIN LINE
- INSTALL FIRE HYDRANT
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING WATER METER
- EXISTING TELEPHONE RISER
- EXISTING UTILITY POLE
- LOT NUMBER
- INSTALL SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING DITCH
- Found 1/2" pin with cap labeled as noted
- Found 5/8" pin with cap labeled as noted
- Set 1/2"x24" iron pin with plastic cap labeled "CENTURION PLS 4116"



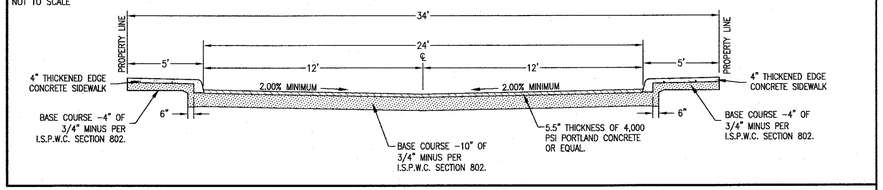
Typical 50-Foot Local Street Section (Owyhee Street & Patriot Landing Avenue)

NOT TO SCALE



Common Drive Section (Patriot Ridge Lane)

NOT TO SCALE



Curve Table

Curve	Delta	Radius	Arc	Chord Bearing	Chord Distance
C1	61°04'35"	20.00'	21.32'	S30°26'19"E	20.32'
C2	29°00'19"	20.00'	10.12'	S75°28'47"E	10.02'
C3	59°39'16"	23.00'	23.95'	S1°33'20"E	22.88'
C4	28°14'42"	57.00'	28.10'	N14°11'36"E	27.82'
C5	29°35'39"	23.00'	11.88'	S75°46'27"E	11.75'
C6	28°47'20"	23.00'	11.56'	N14°27'56"E	11.44'

Underground Utility Note

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. DEVIATIONS MAY EXIST BETWEEN THE LOCATIONS SHOWN HEREON AND THEIR ACTUAL LOCATION(S).

Setback/Zoning Table

PROPOSED ZONE	R-2
MINIMUM LOT AREA – INTERIOR LOT	6,000 SF
MINIMUM LOT AREA – CORNER LOT	7,500 SF
FRONT YARD SETBACK	20 FEET
REAR YARD SETBACK	15 FEET
STREET SIDE YARD SETBACK	15 FEET
INTERIOR SIDE YARD SETBACK	6 FEET
EXISTING ZONE	R-1

Land Use Calculations

DESCRIPTION	AREA (ACRES)	PERCENTAGE
PROJECT	3.28	100%
RESIDENTIAL LOTS	2.06	62.8%
OPEN SPACE AREA LOTS	0.98	29.9%
PRIVATE ROAD WAY	0.24	7.3%

DWELLING UNITS	23
OPEN SPACE AREA LOTS	3
GROSS RESIDENTIAL DENSITY	7.01 Units/Acre

Owner/Applicant

Tim Davis
22493 Duff Lane
Middleton, ID. 83644
(208) 513-0834

CENTURION ENGINEERS, INC.
Consulting Engineers, Land Surveyors, Planners
2323 S. Vista Ave. Suite 206 | Boise, ID 83705
208.343.3381 | www.centengr.com

PROFESSIONAL ENGINEER — IDAHO — 4116 — STATE OF — JOSEPH D. CANNING

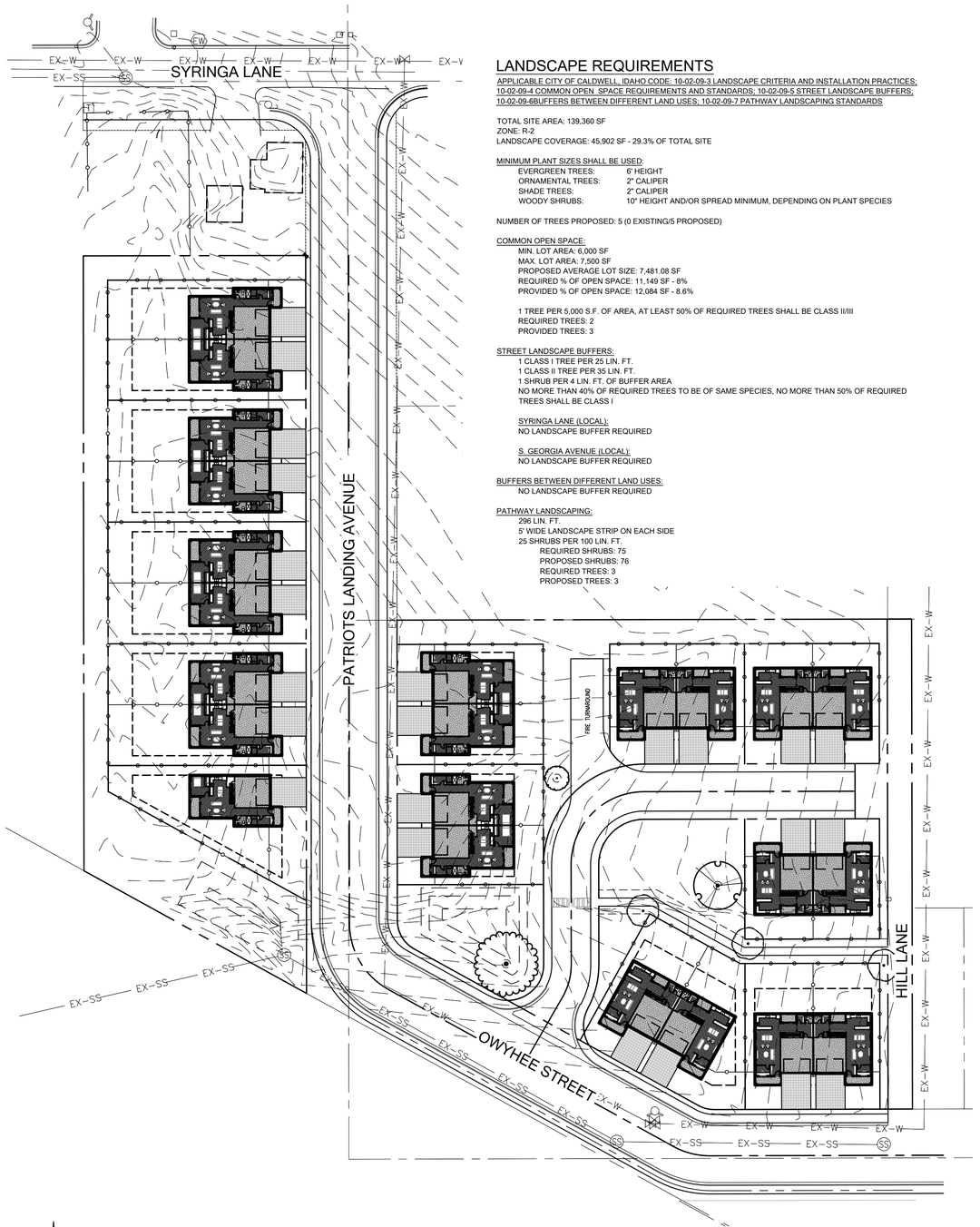
Patriots Landing

A PARCEL OF LAND BEING A PORTION OF TRACTS 12 AND 13 OF HILLCREST SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED IN BOOK 3 OF PLATS AT PAGE 10, RECORDS OF CANYON COUNTY, IDAHO AND ADJOINING RIGHTS-OF-WAY, SITUATE IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CITY OF CALDWELL, CANYON COUNTY, IDAHO

Preliminary Plat

SCALE: 1" = 40'
DATE: APRIL 28, 2026
DRAWN BY: J.E. COOPER
CHECKED BY: J.D. CANNING
PROJECT NO. PL06
DRAWING FILE NAME: PL06 Const Plans.dwg

SHEET NO: 1.0



LANDSCAPE REQUIREMENTS

APPLICABLE CITY OF CALDWELL, IDAHO CODE: 10-02-09-3 LANDSCAPE CRITERIA AND INSTALLATION PRACTICES; 10-02-09-4 COMMON OPEN SPACE REQUIREMENTS AND STANDARDS; 10-02-09-5 STREET LANDSCAPE BUFFERS; 10-02-09-6BUFFERS BETWEEN DIFFERENT LAND USES; 10-02-09-7 PATHWAY LANDSCAPING STANDARDS

TOTAL SITE AREA: 139,360 SF
ZONE: R-2
LANDSCAPE COVERAGE: 45,902 SF - 29.3% OF TOTAL SITE

MINIMUM PLANT SIZES SHALL BE USED:
- EVERGREEN TREES: 6' HEIGHT
- ORNAMENTAL TREES: 2" CALIPER
- SHADE TREES: 2" CALIPER
- WOODY SHRUBS: 10" HEIGHT AND/OR SPREAD MINIMUM, DEPENDING ON PLANT SPECIES

NUMBER OF TREES PROPOSED: 5 (0 EXISTING/5 PROPOSED)

COMMON OPEN SPACE:
- MIN. LOT AREA: 6,000 SF
- MAX. LOT AREA: 7,500 SF
- PROPOSED AVERAGE LOT SIZE: 7,481.08 SF
- REQUIRED % OF OPEN SPACE: 11,149 SF - 8%
- PROVIDED % OF OPEN SPACE: 12,084 SF - 8.6%

1 TREE PER 5,000 S.F. OF AREA, AT LEAST 50% OF REQUIRED TREES SHALL BE CLASS II/III
- REQUIRED TREES: 2
- PROVIDED TREES: 3

STREET LANDSCAPE BUFFERS:
- 1 CLASS I TREE PER 25 LIN. FT.
- 1 CLASS II TREE PER 35 LIN. FT.
- 1 SHRUB PER 4 LIN. FT. OF BUFFER AREA
- NO MORE THAN 40% OF REQUIRED TREES TO BE OF SAME SPECIES, NO MORE THAN 50% OF REQUIRED TREES SHALL BE CLASS I

SYRINGA LANE (LOCAL):
- NO LANDSCAPE BUFFER REQUIRED

S. GEORGIA AVENUE (LOCAL):
- NO LANDSCAPE BUFFER REQUIRED

BUFFERS BETWEEN DIFFERENT LAND USES:
- NO LANDSCAPE BUFFER REQUIRED

PATHWAY LANDSCAPING:
- 296 LIN. FT.
- 5' WIDE LANDSCAPE STRIP ON EACH SIDE
- 25 SHRUBS PER 100 LIN. FT.
  - REQUIRED SHRUBS: 75
  - PROPOSED SHRUBS: 76
  - REQUIRED TREES: 3
  - PROPOSED TREES: 3

LANDSCAPE NOTES:

1. CONTRACTOR SHALL REPORT TO LANDSCAPE ARCHITECT ALL CONDITIONS WHICH IMPAIR AND/OR PREVENT THE PROPER EXECUTION OF THIS WORK, PRIOR TO BEGINNING WORK.
2. NO MATERIAL SUBSTITUTIONS SHALL BE MADE WITHOUT THE LANDSCAPE ARCHITECT'S PRIOR WRITTEN APPROVAL. ALTERNATE MATERIALS OF SIMILAR SIZE AND CHARACTER MAY BE CONSIDERED IF SPECIFIED PLANT MATERIALS CAN NOT BE OBTAINED.
3. COORDINATE ALL WORK WITH ALL OTHER SITE RELATED DEVELOPMENT DRAWINGS.
4. COORDINATE WORK SCHEDULE AND OBSERVATIONS WITH LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION START-UP.
5. ALL PLANT MATERIAL SHALL BE INSTALLED AS PER DETAILS.
6. ALL PLANT MATERIAL SHALL CONFORM TO THE AMERICAN NURSERYMAN STANDARDS FOR TYPE AND SIZE SHOWN. PLANTS WILL BE REJECTED IF NOT IN A SOUND AND HEALTHY CONDITION.
7. IN THE EVENT OF A PLANT COUNT DISCREPANCY, PLANT SYMBOLS SHALL OVERRIDE SCHEDULE QUANTITIES AND CALL OUT SYMBOL NUMBERS.
8. ALL PLANTING BEDS SHALL BE COVERED WITH A MINIMUM OF 3" DEPTH OF 1" MINUS SMALL BARK MULCH OVER TOPSOIL AS SPECIFIED. SUBMIT SAMPLE FOR APPROVAL.
9. ALL PLANT MATERIAL SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR BEGINNING AT THE DATE OF ACCEPTANCE BY THE OWNER. REPLACE ALL PLANT MATERIAL FOUND DEAD OR NOT IN A HEALTHY CONDITION IMMEDIATELY WITH THE SAME SIZE AND SPECIES AT NO COST TO THE OWNER.
10. FINISH GRADES SHALL PROVIDE A SMOOTH TRANSITION WITH ADJACENT SURFACES AND ENSURE POSITIVE DRAINAGE IN ACCORDANCE WITH THE SITE CIVIL GRADING PLAN.
11. AMEND EXISTING APPROVED TOPSOIL AT A RATIO OF THREE CUBIC YARDS OF APPROVED COMPOST PER 1000 SQUARE FEET. ROTO-TILL ORGANIC MATTER A MINIMUM OF 6 INCHES INTO TOPSOIL.
12. FERTILIZE ALL TREES AND SHRUBS WITH 'AGRIFORM' PLANTING TABLETS. QUANTITY PER MANUFACTURER'S RECOMMENDATIONS.
13. ALL PLANTING BEDS SHALL HAVE A MINIMUM 18" DEPTH OF TOPSOIL. LAWN AREAS SHALL HAVE A MINIMUM 12" DEPTH OF TOPSOIL. SPREAD, COMPACT, AND FINE GRADE TOPSOIL TO A SMOOTH AND UNIFORM GRADE 3" BELOW ADJACENT SURFACES OF PLANTER BED AREAS, 1-1/2" BELOW ADJACENT SURFACES OF TURF SOD AREAS, AND 1" BELOW ADJACENT SURFACES OF TURF SEED AREAS.
14. REUSE EXISTING TOPSOIL STOCKPILED ON THE SITE. SUPPLEMENT WITH IMPORTED TOPSOIL WHEN QUANTITIES ARE INSUFFICIENT. VERIFY SUITABILITY AND CONDITION OF TOPSOIL AS A GROWING MEDIUM. PERFORM SOIL TEST/ ANALYSIS AND PROVIDE ADDITIONAL AMENDMENT AS DETERMINED BY SOIL TESTS. TOPSOIL SHALL BE A LOOSE, FRIABLE, SANDY LOAM, CLEAN AND FREE OF TOXIC MATERIALS, NOXIOUS WEEDS, WEED SEEDS, ROCKS, GRASS OR OTHER FOREIGN MATERIAL AND A HAVE A PH OF 5.5 TO 7.0. IF ONSITE TOPSOIL DOES NOT MEET THESE MINIMUM STANDARDS, CONTRACTOR IS RESPONSIBLE TO EITHER:
    A) PROVIDE APPROVED IMPORTED TOPSOIL, OR
    B) IMPROVE ON-SITE TOPSOIL WITH METHODS APPROVED BY THE LANDSCAPE ARCHITECT.
15. IF IMPORTED TOPSOIL FROM OFF-SITE SOURCES IS REQUIRED, ENSURE IT IS FERTILE, FRIABLE, NATURAL LOAM, SURFACE SOIL, REASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH, WEEDS AND OTHER LITTER, AND FREE OF ROOTS, STUMPS, STONES LARGER THAN 2 INCHES IN ANY DIMENSION, AND OTHER EXTRANEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH.
    A) OBTAIN TOPSOIL FROM LOCAL SOURCES OR FROM AREAS HAVING SIMILAR SOIL CHARACTERISTICS TO THOSE FOUND ON THE PROJECT SITE. OBTAIN TOPSOIL ONLY FROM NATURALLY, WELL-DRAINED SITES WHERE TOPSOIL OCCURS AT A DEPTH OF NOT LESS THAN 4 INCHES.
    B) REPRESENTATIVE SAMPLES SHALL BE TESTED FOR ACIDITY, FERTILITY, TOXICITY, AND GENERAL TEXTURE BY A RECOGNIZED COMMERCIAL OR GOVERNMENT AGENCY AND COPIES OF THE TESTING AGENCY'S FINDINGS AND RECOMMENDATIONS SHALL BE FURNISHED TO THE OWNER'S REPRESENTATIVE BY THE CONTRACTOR. NO TOPSOIL SHALL BE DELIVERED IN A FROZEN OR MUDDY CONDITION. ACIDITY/ALKALINITY RANGE - PH. 5.5 TO 7.6.
16. IMMEDIATELY CLEAN UP ANY TOPSOIL OR OTHER DEBRIS ON THE SITE CREATED FROM LANDSCAPE OPERATIONS AND DISPOSE OF PROPERLY OFF SITE.
17. TREES SHALL NOT BE PLANTED WITHIN THE 10'-0" CLEAR ZONE OF ALL STORM DRAIN PIPE, STRUCTURES, OR FACILITIES.
18. STORM DRAINAGE FACILITIES MUST BE PROTECTED FROM ANY AND ALL CONTAMINATION DURING THE CONSTRUCTION AND INSTALLATION OF THE LANDSCAPE IRRIGATION SYSTEM.
19. IN THE EVENT OF A DISCREPANCY, NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY.

WEED ABATEMENT NOTES:

1. ALL AREAS TO BE PLANTED OR HYDROSEEDED SHALL HAVE WEED ABATEMENT OPERATIONS PERFORMED ON THEM PRIOR TO PLANTING OR HYDROSEEDING.
2. CONTRACTOR SHALL SPRAY ALL EXPOSED WEEDS WITH "ROUND-UP" (CONTACT HERBICIDE) OR APPROVED EQUAL.
3. DO NOT WATER FOR AT LEAST SEVEN (7) DAYS. REMOVE EXPOSED WEEDS FROM THE SITE.
4. CONTRACTOR SHALL OPERATE THE AUTOMATIC IRRIGATION SYSTEM FOR A PERIOD OF FOURTEEN (14) DAYS. AT CONCLUSION OF THIS WATERING PERIOD, DISCONTINUE WATERING FOR THREE TO FIVE (3-5) DAYS.
5. APPLY SECOND APPLICATION OF "ROUND-UP" TO ALL EXPOSED WEEDS. APPLY IN STRICT CONFORMANCE WITH MANUFACTURER'S SPECIFICATIONS AND INSTRUCTIONS. DO NOT WATER FOR AT LEAST SEVEN (7) DAYS. REMOVE WEEDS FROM THE SITE.
6. IF ANY EVIDENCE OF WEED GERMINATION EXISTS AFTER TWO (2) APPLICATIONS, CONTRACTOR SHALL BE DIRECTED TO PERFORM A THIRD APPLICATION.
7. AT THE TIME OF PLANTING AND HYDROSEEDING, ALL PLANTING AREAS SHALL BE WEED FREE.

IRRIGATION NOTES:

1. ALL LANDSCAPED AREAS SHALL HAVE AN AUTOMATIC UNDERGROUND SPRINKLER SYSTEM WHICH INSURES COMPLETE COVERAGE AND PROPERLY ZONED FOR REQUIRED WATER USES. EACH HYDROZONE IS TO BE IRRIGATED WITH SEPARATE INDIVIDUAL STATIONS.
2. PLANTER BEDS AND LAWN AREAS ARE TO HAVE SEPARATE HYDRO-ZONES.
3. POP-UP SPRINKLER HEADS SHALL HAVE A MINIMUM RISER HEIGHT OF 4 INCHES AT LAWN AREAS AND 18" AT PLANTER BEDS.
4. PLANTER BEDS ARE TO HAVE DRIP IRRIGATION SYSTEM OR POP-UP SPRAY SYSTEM. ANNUALS, PERENNIALS GROUND COVERS OR SHRUB MASSINGS SHALL HAVE A POP-UP SPRAY SYSTEM.
5. ELECTRONIC WATER DISTRIBUTION/ TIMING CONTROLLERS ARE TO BE PROVIDED. MINIMUM CONTROLLER REQUIREMENTS ARE AS FOLLOWS:
    a. PRECISE INDIVIDUAL STATION TIMING
    b. RUN TIME CAPABILITIES FOR EXTREMES IN PRECIPITATION RATES
    c. AT LEAST ONE PROGRAM FOR EACH HYDROZONE
    d. SUFFICIENT MULTIPLE CYCLES TO AVOID WATER RUN-OFF
    e. POWER FAILURE BACKUP FOR ALL PROGRAMMED INDIVIDUAL VALVE WATERING STATIONS WILL BE DESIGNED AND INSTALLED TO PROVIDE WATER TO RESPECTIVE HYDRO-ZONES.
6. INDIVIDUAL VALVE WATERING STATIONS WILL BE DESIGNED AND INSTALLED TO PROVIDE WATER TO RESPECTIVE HYDRO-ZONES.
7. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE 100% HEAD TO HEAD COVERAGE WITH TRIANGULAR SPACING.
8. SPRINKLER HEADS SHALL BE ADJUSTED TO REDUCE OVER SPRAY ONTO IMPERVIOUS SURFACES (BUILDINGS, SIDEWALKS, DRIVEWAYS, AND ASPHALT AREAS).
9. PROVIDE MINIMUM (1) QUICK COUPLER VALVE PER EACH (6) AUTOMATIC VALVE ZONES. APPROVE Q.C.V. LOCATIONS WITH LANDSCAPE ARCHITECT.

PRELIMINARY LANDSCAPE PLAN

40 0 40 80 120
SCALE: 1"= 40'-0"

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CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

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MORNING STAR DEVELOPMENT

PATRIOTS LANDING

PARCEL ID: R02660, R02660011, R02660010A
2422 SYRINGA LN. CALDWELL, IDAHO

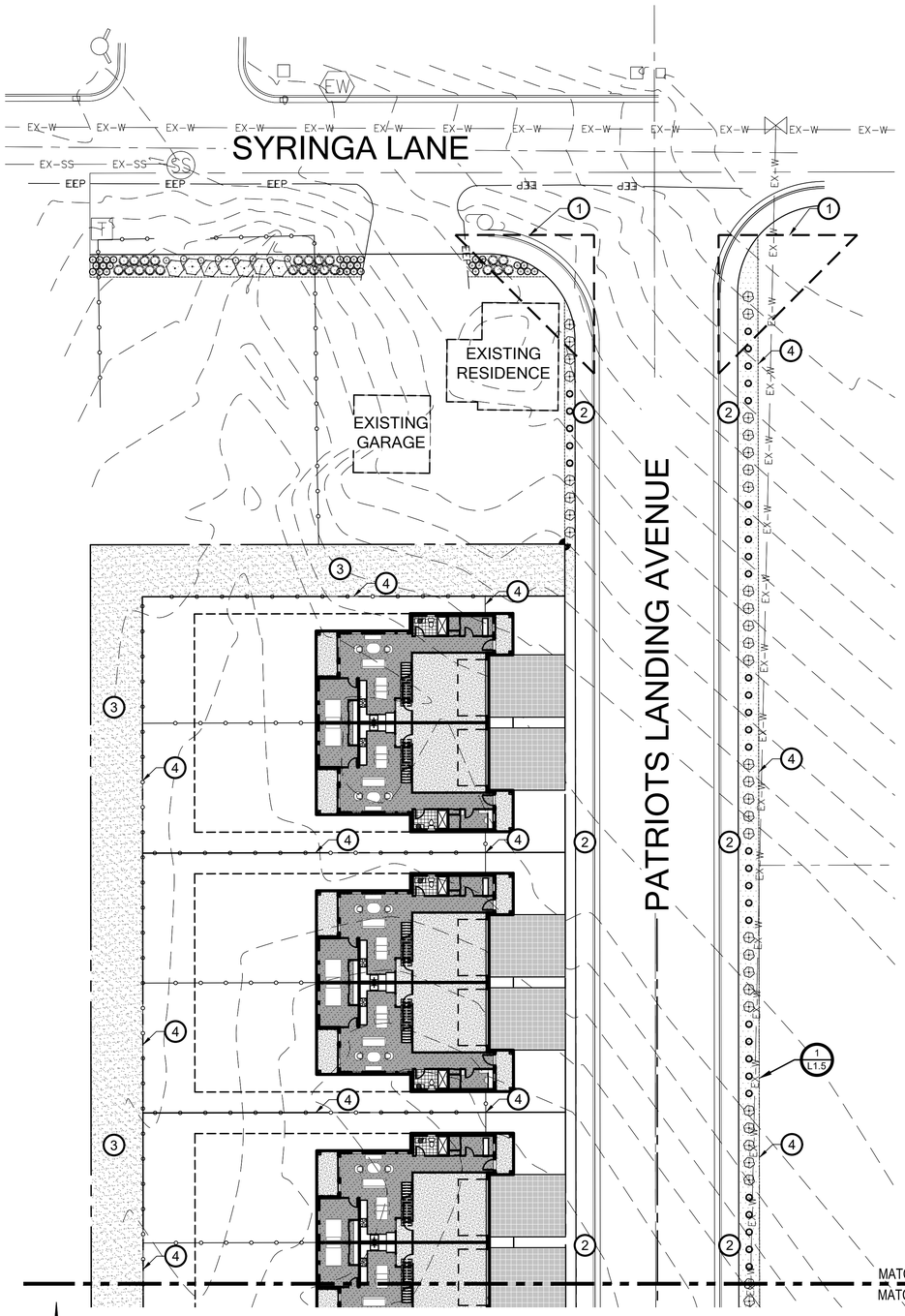
ENTITLEMENT APPLICATION
09/22/25

STATE OF IDAHO
ERIC N. PRENDIVILLE
LICENSED LANDSCAPE ARCHITECT
LA-16940
04/29/26

OVERALL PRELIMINARY LANDSCAPE PLAN

L1.0

SCALE 1" = 40'-0"



PRELIMINARY LANDSCAPE PLAN - AREA ONE

20 0 20 40 60

SCALE: 1"= 20'-0"

PLANT SCHEDULE

SYMBOL	CODE	QTY	COMMON / BOTANICAL NAME	PLANTING SIZE	MATURITY SIZE	CLASS
DECIDUOUS TREES						
	PA	1	Bloodgood London Plane Tree Platanus x acerifolia 'Bloodgood'	2" Cal. B&B	50' H x 40' W	Class III
	AK	3	Norwegian Sunset® Maple Acer truncatum x platanoides 'Keithsform'	2" Cal. B&B	35' H x 25' W	Class I
	ZS	1	Village Green Japanese Zelkova Zelkova serrata 'Village Green'	2" Cal. B&B	60' H x 50' W	Class II
FLOWERING TREES						
	PV	1	Canada Red Chokecherry Prunus virginiana 'Canada Red'	2" Cal. B&B	25' H x 20' W	Class I

SYMBOL	CODE	QTY	COMMON / BOTANICAL NAME	SIZE	CONTAINER
SHRUBS					
	RN	37	Flower Carpet® Pink Rose Rosa x 'Noatraum'	2 gal.	
	SF	32	Neon Flash Spirea Spiraea japonica 'Neon Flash'	2 gal.	3`H x 3`W
	PL	7	Otto Luyken English Laurel Prunus laurocerasus 'Otto Luyken'	5 gal.	
	PM	8	Slowmound Mugo Pine Pinus mugo 'Slowmound'	2 gal.	
GRASSES					
	PH	23	Heavy Metal Switch Grass Panicum virgatum 'Heavy Metal'	1 gal.	
	CA	35	Karl Foerster Feather Reed Grass Calamagrostis x acutiflora 'Karl Foerster'	1 gal.	
	PS	35	Shenandoah Switch Grass Panicum virgatum 'Shenandoah'	1 gal.	
PERENNIALS					
	ML	31	Leading Lady Amethyst Bee Balm Monarda x 'Leading Lady Amethyst'	1 gal.	

SYMBOL	QTY	COMMON / BOTANICAL NAME
BARK MULCH	5,258 sf	1" minus Small Bark Mulch Bark Mulch
TURF SOD	35,644 sf	RTF Sod Rhizomatous Tall Fescue

LANDSCAPE LEGEND

PLANTS TO BE INSTALLED

CUT EDGE AS DETAILED

PROPERTY LINE (VERIFY)

PROPOSED FENCE, BY OTHER

CALLOUT NOTES

1. VISION TRIANGLE
2. PROPOSED SIDEWALK
3. PROPOSED TURF AREA
4. PROPOSED FENCE, TO BE 6'-0" VINYL
5. PROPOSED PATHWAY

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PATRIOTS LANDING

PARCEL ID: R02660, R02660011, R02660010A

2422 SYRINGA LN. CALDWELL, IDAHO

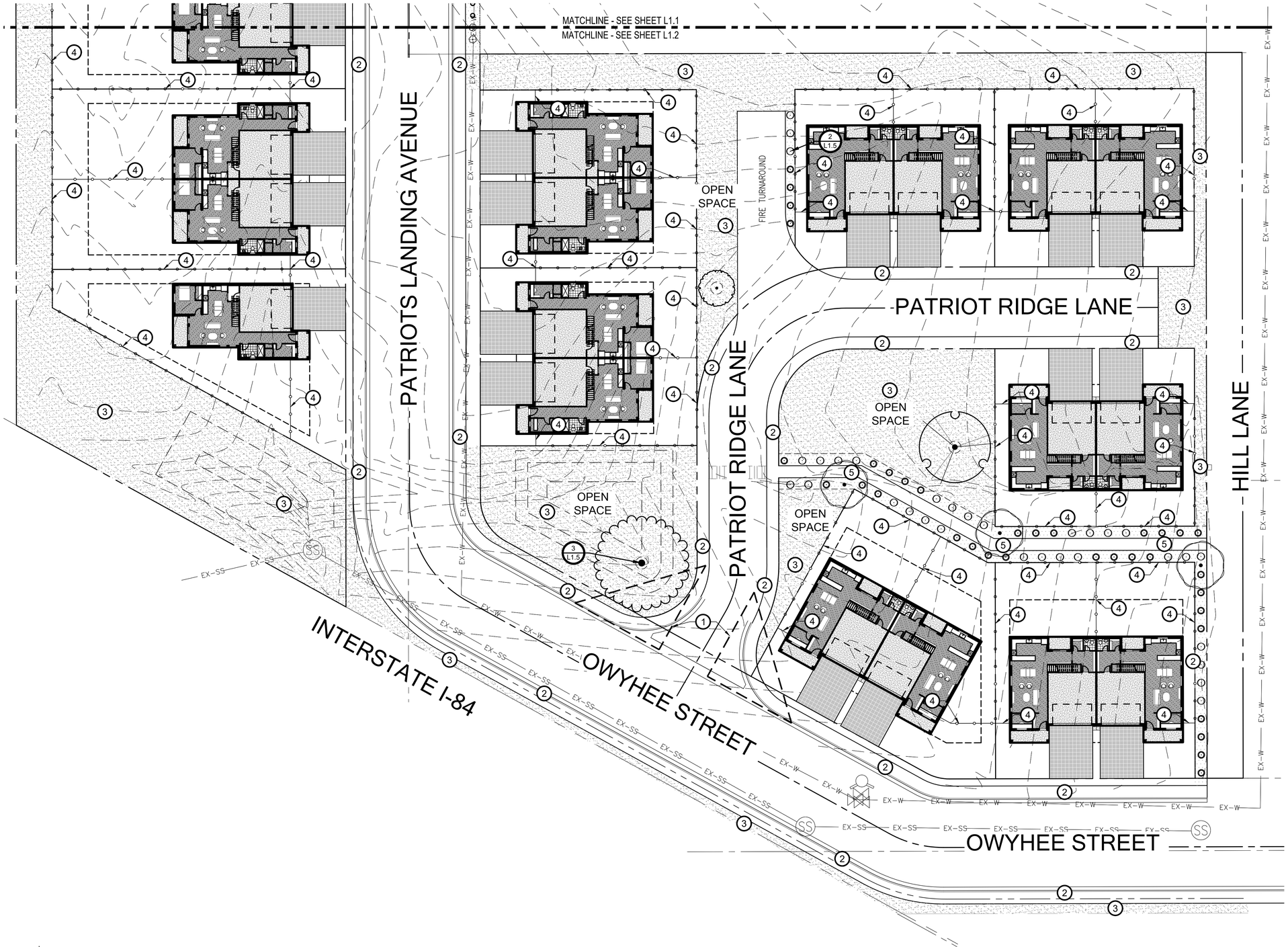
ENTITLEMENT APPLICATION
09/22/25

STATE OF IDAHO
DARREN PRENDIVILLE
LA-16940
04/29/26
LICENSED LANDSCAPE ARCHITECT

PRELIMINARY LANDSCAPE PLAN - AREA ONE

L1.1

SCALE 1" = 20'-0"



PRELIMINARY LANDSCAPE PLAN - AREA TWO

SCALE: 1"= 20'-0"

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LANDSCAPE LEGEND

PLANTS TO BE INSTALLED

CUT EDGE AS DETAILED

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PROPOSED FENCE, BY OTHER

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PARCEL ID: R02660, R02660011, R02660010A

2422 SYRINGA LN. CALDWELL, IDAHO

ENTITLEMENT APPLICATION
09/22/25

STATE OF IDAHO
LESLIE N. PRENDIVILLE
LA-16940
04/29/26
LICENSED LANDSCAPE ARCHITECT

PRELIMINARY LANDSCAPE PLAN - AREA TWO

L1.2

SCALE 1" = 20'-0"

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REVISION	DATE

811
Know what's below. Call before you dig.
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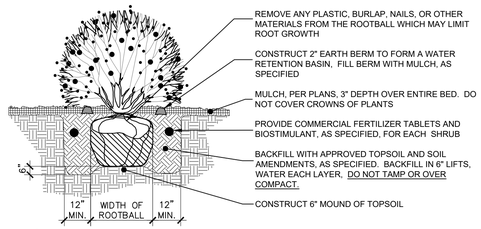
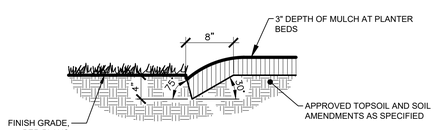


NOTES:
1. SHRUB SHALL BEAR SAME RELATIONSHIP TO GRADE AS IT DID IN NURSERY.
2. WATER SHRUB TWICE WITHIN FIRST 24 HOURS.
3. THIN BRANCHES AND FOLIAGE BY ⅓.
4. DO NOT CUT LEADERS TO RETAIN NATURAL SHRUB SHAPE.
5. FOR CONTAINER GROWN PLANTS THAT ARE ROOTBOUND, SPLIT THE ROOTBALL WITH 3 EQUAL SPACED VERTICAL CUTS.

2 SHRUB PLANTING
NOT TO SCALE

NOTES:
1. REMOVE BURLAP, TWINE, AND WIRE BASKET FROM TOP ⅔ OF ROOTBALL. REMOVE ALL NAILS, TIES, AND PLASTIC FROM ROOTBALL. IF SYNTHETIC BURLAP IS UTILIZED TO WRAP THE ROOTBALL, IT SHALL BE COMPLETELY REMOVED. ONLY BIODEGRADABLE BURLAP SHALL BE LEFT ON THE BOTTOM OF THE ROOTBALL.
2. THE STAKING OF TREES IS TO BE THE CONTRACTOR'S OPTION; HOWEVER, THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT ALL TREES ARE PLANTED STRAIGHT AND THAT THEY REMAIN STRAIGHT FOR LENGTH OF WARRANTY PERIOD OR 1 YEAR AFTER SUBSTANTIAL COMPLETION WHICHEVER IS GREATER. ALL STAKING SHALL BE REMOVED AT THE END OF THE WARRANTY PERIOD.
3. IN THE EVENT OF A QUESTION OR LACK OF CLARITY ON THE DRAWINGS, THE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT BEFORE PROCEEDING.
4. LANDSCAPE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT AND OWNER PRIOR TO INSTALLATION OF PLANT MATERIAL.
5. WRAP RUBBER CINCH TIES AROUND THE TREE TRUNKS AND STAKES USING EITHER THE STANDARD OR FIGURE EIGHT TYING METHOD. SECURE THE TIES TO THE STAKES WITH GALVANIZED NAILS TO PREVENT SLIPPAGE.
6. WATER TREE TWICE WITHIN THE FIRST 24 HOURS.
7. IN THE EVENT HARDPAN SOILS PREVENT TREE PLANTING AS DETAILED, NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY.
8. FOR TREES LOCATED WITHIN ROADSIDE PLANTERS LESS THAN 8'-0" IN WIDTH, PROVIDE TREE ROOT BARRIER (DEEPROOT #24-2 OR APPROVED EQUAL). LOCATE ROOT BARRIER AT BACK OF CURB AND EDGE OF SIDEWALK. ALL TREE INSTALLATIONS SHALL CONFORM TO ALL AGENCY APPROVAL REQUIREMENTS, CONTRACTOR SHALL VERIFY PRIOR TO ANY INSTALLATIONS.

3 DECIDUOUS TREE PLANTING
NOT TO SCALE



1 PLANTER BED CUT EDGE (TYPICAL AT TREES IN TURF AREAS)
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PATRIOTS LANDING
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ENTITLEMENT APPLICATION
09/22/25

STATE OF IDAHO
GLEN N. PREDIVILLE
LA-16940
04/29/26
REGISTERED LANDSCAPE ARCHITECT

PRELIMINARY LANDSCAPE DETAILS

L1.5

SCALE PER DETAIL



OPEN SPACE REQUIREMENTS

REQUIRED: 8% OF SITE AREA

SITE AREA = 142,876.80 SF * 0.08
TOTAL REQUIRED OPEN SPACE = 11,430.14 SF

OPEN SPACE 1 = 5,033 SF
OPEN SPACE 2 = 1,814 SF
OPEN SPACE 3 = 5,237 SF
TOTAL OPEN SPACE PROVIDED = 12,084 SF (8.46%)

OPEN SPACE EXHIBIT
SCALE: 1/32" = 1'-0"

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TLA 24-19
CLIENT
MORNING STAR DEVELOPMENT

PATRIOTS LANDING
PARCEL ID: R02660, R02660011, R02660010A
2422 SYRINGA LN, CALDWELL, IDAHO

ENTITLEMENT APPLICATION
09/22/25

LICENSED
ARCHITECT
AR-985897
ANDREW R. WHEELER
STATE OF IDAHO

OPEN SPACE EXHIBIT

A100.1

SCALE 1/32" = 1'-0"



BUILDING TYPE A -COOL TONE



BUILDING TYPE A - WARM TONE

KEY NOTES

1. 30 YEAR TYPE 'A' COMPOSITE SHINGLE
2. FIBER CEMENT SIDING OR APPROVED EQUAL
3. BOARD AND BATTEN SIDING OR APPROVED EQUAL
4. WHITE VINYL WINDOWS
5. PRE-FINISHED METAL GUTTER, SEE ROOF PLAN FOR EXTENT. DOWNSPOUT TO MATCH COLOR
6. TRIM BOARD TYP.
7. 1" FINISH FASCIA
8. MASONRY WALL VEENER, SET IN MORTAR BED WITH FLASHING AND WEEP SCREED
9. COLUMN POST, AND BEAM REFER TO BUILDING CROSS SECTIONS & DETAILS
10. DETACHED WOOD PATIO COVER
11. GARAGE DOOR
12. ROOF VENT

MATERIAL FINISHES



A
PABCO PREMIER "PEWTER GRAY" OR EQUAL



B
SHERWIN WILLIAMS "PURE WHITE" SW 7005



C.1
SHERWIN WILLIAMS "PASSIVE" SW 7064



D.1
SHERWIN WILLIAMS "TIN LIZZIE" SW 7069



E.1
MASONRY TO MATCH "OLD WORLD LEDGE" DRY STACK LEDGE STONE OR EQUAL



C.2
MASONRY TO MATCH "OLD WORLD LEDGE" DRY STACK LEDGE STONE OR EQUAL



D.2
MASONRY TO MATCH "OLD WORLD LEDGE" DRY STACK LEDGE STONE OR EQUAL



E.2
MASONRY TO MATCH "OLD WORLD LEDGE" DRY STACK LEDGE STONE OR EQUAL



F.1
MASONRY TO MATCH "OLD WORLD LEDGE" DRY STACK LEDGE STONE OR EQUAL



F.2
MASONRY TO MATCH "OLD WORLD LEDGE" DRY STACK LEDGE STONE OR EQUAL

REVISION DATE

THE LAND ARCHITECT
DESIGN | ENTITLE | DEVELOP
THELANDARCHITECT.COM

TLA 24-19

CLIENT
TIM DAVIS

PATRIOTS LANDING

2422 SYRINGAN LN.
CALDWELL IDAHO

ENTITLEMENT APPLICATION
09/22/25

LICENSED ARCHITECT
AR-985897
ANDREW R. WHEELER
STATE OF IDAHO

BUILDING TYPE A - MATERIALS BOARD

A203

SCALE As indicated

22/09/2025 11:31:47 PM



BUILDING TYPE B -COOL TONE



BUILDING TYPE B - WARM TONE

KEY NOTES

1. 30 YEAR TYPE 'A' COMPOSITE SHINGLE
2. FIBER CEMENT SIDING OR APPROVED EQUAL
3. BOARD AND BATTEN SIDING OR APPROVED EQUAL
4. WHITE VINYL WINDOWS
5. PRE-FINISHED METAL GUTTER, SEE ROOF PLAN FOR EXTENT. DOWNSPOUT TO MATCH COLOR
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10. DETACHED WOOD PATIO COVER
11. GARAGE DOOR
12. ROOF VENT

MATERIAL FINISHES



A
PABCO PREMIER "PEWTER GRAY" OR EQUAL



B
SHERWIN WILLIAMS "PURE WHITE" SW 7005



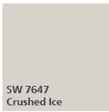
C.1
SHERWIN WILLIAMS "PASSIVE" SW 7064



D.1
SHERWIN WILLIAMS "TIN LIZZIE" SW 7069



E.1
MASONRY TO MATCH "OLD WORLD LEDGE" DRY STACK LEDGE STONE OR EQUAL



C.2
MASONRY TO MATCH "OLD WORLD LEDGE" DRY STACK LEDGE STONE OR EQUAL



D.2
MASONRY TO MATCH "OLD WORLD LEDGE" DRY STACK LEDGE STONE OR EQUAL



E.2
MASONRY TO MATCH "OLD WORLD LEDGE" DRY STACK LEDGE STONE OR EQUAL



F.1
MASONRY TO MATCH "OLD WORLD LEDGE" DRY STACK LEDGE STONE OR EQUAL



F.2
MASONRY TO MATCH "OLD WORLD LEDGE" DRY STACK LEDGE STONE OR EQUAL

REVISION DATE

THE LAND ARCHITECT
DESIGN | ENTITLE | DEVELOP
THELANDARCHITECT.COM

TLA 24-19

CLIENT
TIM DAVIS

PATRIOTS LANDING

2422 SYRINGAN LN.
CALDWELL IDAHO

ENTITLEMENT APPLICATION
09/22/25

LICENSED ARCHITECT
AR-985897
ANDREW R. WHEELER
STATE OF IDAHO

BUILDING TYPE B - MATERIALS BOARD

A203.1

SCALE As indicated

22/09/2025 11:31:51 PM



BUILDING TYPE C -COOL TONE



BUILDING TYPE C - WARM TONE

KEY NOTES

1. 30 YEAR TYPE 'A' COMPOSITE SHINGLE
2. FIBER CEMENT SIDING OR APPROVED EQUAL
3. BOARD AND BATTEN SIDING OR APPROVED EQUAL
4. WHITE VINYL WINDOWS
5. PRE-FINISHED METAL GUTTER, SEE ROOF PLAN FOR EXTENT. DOWNSPOUT TO MATCH COLOR
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9. COLUMN POST, AND BEAM REFER TO BUILDING CROSS SECTIONS & DETAILS
10. DETACHED WOOD PATIO COVER
11. GARAGE DOOR
12. ROOF VENT

MATERIAL FINISHES



A
PABCO PREMIER "PEWTER GRAY" OR EQUAL



B
SHERWIN WILLIAMS "PURE WHITE" SW 7005



C.1
SHERWIN WILLIAMS "PASSIVE" SW 7064



D.1
SHERWIN WILLIAMS "TIN LIZZIE" SW 7069



E.1
MASONRY TO MATCH "OLD WORLD LEDGE" DRY STACK LEDGE STONE OR EQUAL



C.2
MASONRY TO MATCH "OLD WORLD LEDGE" DRY STACK LEDGE STONE OR EQUAL



D.2
MASONRY TO MATCH "OLD WORLD LEDGE" DRY STACK LEDGE STONE OR EQUAL



E.2
MASONRY TO MATCH "OLD WORLD LEDGE" DRY STACK LEDGE STONE OR EQUAL



F.1
MASONRY TO MATCH "OLD WORLD LEDGE" DRY STACK LEDGE STONE OR EQUAL



F.2
MASONRY TO MATCH "OLD WORLD LEDGE" DRY STACK LEDGE STONE OR EQUAL

REVISION DATE

THE LAND ARCHITECT
DESIGN | ENTITLE | DEVELOP
THELANDARCHITECT.COM

TLA 24-19

CLIENT
TIM DAVIS

PATRIOTS LANDING

2422 SYRINGAN LN.
CALDWELL IDAHO

ENTITLEMENT APPLICATION
09/22/25

LICENSED
ARCHITECT
AR-985897
ANDREW R. WHEELER
STATE OF IDAHO

BUILDING TYPE C - MATERIALS BOARD

A203.2

SCALE As indicated

22/09/2025 11:31:55 PM

April 15th, 2026

The Land Architect LLC
9201 W. State St. Ste. 102
Boise, ID 83714

RE: Rezone, Development Agreement & Preliminary Plat for a proposed subdivision at 2422 Syringa Ln, Caldwell, ID, 83605

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: May 11th, 2026

Meeting Time: 4:00pm – 5:00pm

Meeting Location:
Dean E. Miller Community Room
Caldwell Public Library
1010 Dearborn St Caldwell ID 83605

Project Summary:
This project consists of a rezone, development agreement and preliminary plat application for a two story attached duplex single family and single family detached units in the City of Caldwell on a 2.88 acre parcel. The rezone will modify the existing zoning from R-1 (Low Density Residential) to R-2 (Medium Density Residential) and include (12) residential lots for (23) units.

If you would like to contact us ahead of the meeting, please feel free to reach out to us at 855-787-6636 or by email at andrew@thelandarchitect.com.

Below is an illustration of our current site plan for the property which we will be discussing. We will provide larger scale drawings at the meeting.



We look forward to hearing from you.

Thank you,

Andrew Wheeler
Project Architect
andrew@thelandarchitect.com
855-787-6636

ARRANTS RICHARD M
2524 HILLCREST LN
CALDWELL, ID, 83605

ASSEMBLY OF GOD CHURCH OF CALDWELL
821 N 16TH AVE
CALDWELL, ID, 83605

BANUELOS DE LA CRUZ EULALIO
221 S GEORGIA AVE
CALDWELL, ID, 83605

BARRAZA EDUARDO MARTINEZ
2623 OWYHEE ST
CALDWEL, ID, 83605

BEIERLE MARK L
2306 CARTER CT
CALDWELL, ID, 83605

BROTHERTON SCOTT
1130 PRINCETON RD
WOODBURN, OR, 97071

BUCHANAN DOUGLAS
60192 HWY 26
JOHN DAY, OR, 97845

BURMEISTER WILLIAM A
203 S GEORGIA AVE
CALDWELL, ID, 83605

BUTZ HELEN E REVOCABLE TRUST
2515 SYRINGA LN
CALDWEL, ID, 83605

CALDWELL PACIFIC ASSOCIATES
430 E STATE ST STE 100
EAGLE, ID, 83616

CANO ELVIA
2407 PARADISE CIR
CALDWELL, ID, 83605

CANTON REVOCABLE LIVING TRUST
115 S GEORGIA AVE
CALDWELL, ID, 83605

CHRISTENSEN JAMES W
2623 SYRINGA LN
CALDWELL, ID, 83605

CRUZ BALDEMAR LOPEZ
215 S HOMEDALE AVE
CALDWELL, ID, 83605

D AND D CONSTRUCTION SPECIALIST LLC
9424 SOUTHSIDE BLVD
NAMPA, ID, 83686

DALE KAREN
2708 SYRINGA LN
CALDWELL, ID, 83605

ESCOBEDO EDGAR ALFREDO
224 DEARBORN ST
CALDWELL, ID, 83605

ESCOBEDO EDGAR ALFREDO
224 DEARBORN ST
CALDWELL, ID, 83605

FERGUSON JOSEPH
2404 PARADISE CIR
CALDWELL, ID, 83605

FUQUA CINDI R
2616 SYRINGA LN
CALDWELL, ID, 83605

GEBHARDT KORYNNE L
2408 PARADISE CIR
CALDWELL, ID, 83605

GROVE RUSSELL
2600 HILLCREST LN
CALDWELL, ID, 83605

HANSON SHASTAANN M
2505 SYRINGA LN
CALDWELL, ID, 83605

HARKINS STEVEN G
2413 SYRINGA LN
CALDWELL, ID, 83605

HERNANDEZ ANDREA TERESA
2506 W MIDWEST DR
TAYLORSVILLE, UT, 84129

JAEGER JACOB M
421 HILL LN
CALDWELL, ID, 83605

JEWETT PHYLLIS J
PO BOX 993
CALDWELL, ID, 83606

KASUMOVIC AHMET
2716 SYRINGA LN
CALDWELL, ID, 83605

KING LAVERN D
316 22ND AVE S
NAMPA, ID, 83651

KINNEY BAILEY M
314 HILL LN
CALDWELL, ID, 83605

KINNEY BAILEY M
314 HILL LN
CALDWELL, ID, 83605

LOTZ BARBARA J IRREVOCABLE TRUST
805 COLUMBIA AVE
MOUNTAIN HOME, AR, 72653

MARIN CLAUDIO BENITEZ
2408 SYRINGA LN
CALDWELL, ID, 83605

MTP ACQUISITION 460 FLORIDA LLC
3605 BRAHMS WAY
MISSOULA, MT, 59802

MTP ACQUISITION 520 FLORIDA LLC
3605 BRAHMS WAY
MISSOULA, MT, 59802

MTP ACQUISITION 520 FLORIDA LLC
3605 BRAHMS WAY
MISSOULA, MT, 59802

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MISSOULA, MT, 59802

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3605 BRAHMS WAY
MISSOULA, MT, 59802

MTP ACQUISTION 520 FLORIDA LLC
3605 BRAHMS WAY
MISSOULA, MT, 59802

MUHLENBECK ROBERT A
2324 SYRINGA LN
CALDWELL, ID, 83605

NELSON GARRY W
2307 SYRINGA LN
CALDWELL, ID, 83605

NORDBERG RICHARD A
2622 HILLCREST LN
CALDWELL, ID, 83605

PACHECO JORGE PEREZ
2508 SYRINGA LN
CALDWELL, ID, 83605

PATRIOT LANDING LLC
22493 DUFF LN
MIDDLETON, ID, 83644

PATRIOT LANDING LLC
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MIDDLETON, ID, 83644

PATRIOT LANDING LLC
22493 DUFF LN
MIDDLETON, ID, 83644

PATRIOT LANDING LLC
22493 DUFF LN
MIDDLETON, ID, 83644

PEGRAM LILLIE M
114 S GEORGIA AVE
CALDWELL, ID, 83605

PEREZ RAUL
2413 PARADISE CIR
CALDWELL, ID, 83605

POUNDS DANIEL R
2703 SYRINGA LN
CALDWELL, ID, 83605

SHORT KIRBY
316 HILL LN
CALDWELL, ID, 83605

SILVA MAYRA
207 S HOMEDALE AVE
CALDWELL, ID, 83605

SNOW DANIEL J
2305 SYRINGA LN
CALDWELL, ID, 83605

SNYDER THOMAS A
2310 CARTER CT
CALDWELL, ID, 83605

SNYDER THOMAS A
2310 CARTER CT
CALDWELL, ID, 83605

SNYDER THOMAS ALAN
2310 CARTER CT
CALDWELL, ID, 83605

SNYDER THOMAS ALAN
2310 CARTER CT
CALDWELL, ID, 83605

SOUTHWESTERN IDAHO COOPERATIVE HOUSING AUTHORITY
377 CORNELL ST
MIDDLETON, ID, 83644

SOUTHWESTERN IDAHO COOPERATIVE HOUSING AUTHORITY
377 CORNELL ST
MIDDLETON, ID, 83644

TAYLOR KATHERINE L
2403 PARADISE CIR
CALDWELL, ID, 83605

TPC ENTERPRISE HOLDINGS LLC
430 E STATE ST
EAGLE, ID, 83616

VAZQUEZ GONZALO L
121 S GEORGIA AVE
CALDWELL, ID, 83605

WARD DIANNA J
1403 ARLINGTON AVE
CALDWELL, ID, 83605

WEBB CHARLES
2314 HILLCREST LN
CALDWELL, ID, 83605

WIDENER NADIA
2414 PARADISE CIR
CALDWELL, ID, 83605

WILLIS ORVAL D
2504 SYRINGA LN
CALDWELL, ID, 83605

ZUKIN JR CORPORATION DBA
PO BOX 331
THE DALLES, OR, 97058

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: 4:00 pm.

End Time of Neighborhood Meeting: 5:05 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.	Kristi Christensen	2625 Syringa Lane Cald ID 83605
2.	Sharon Willis	2504 Syringa Lane Cald ID 83605
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		

EXHIBIT 2:

CITY DEPARTMENT COMMENTS AND CONDITIONS OF APPROVAL

To: Katie Wright, Planner III
Caldwell P & Z Department

From: Steven Pendleton, Land Development Manager
Hallie Hart, City Engineer

Re: SPP25-000008, ZON25-000004 – Patriots Landing Sub.

Date: May 7, 2026

The Engineering Department provides the following comments on a request by The Land Architect LLC, on behalf of Patriots Landing LLC, is requesting a rezone of parcels R0266001100, R0266001000, and R02660010A0 from R-1 to R-2. Additionally, the applicant is requesting approval of a preliminary plat for Patriot's Landing Subdivision, a residential subdivision with 13 buildable lots, which will include ten (10) duplex structures and three (3) detached single family residential units. The 3.28 acre site is identified as Neighborhood 2 in the Future Land use Map and is located on the Northeast side of Interstate-84, approximately 1,800 feet from the Franklin St. exit.

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. Pressure Irrigation (per CMID requirements

    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 outside of the public right-of-way 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

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 public 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 all improvements are in compliance with said engineer's design. Following the construction of the 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

All necessary right-of-way adjacent to the site has already been obtained by the City for Syringa Ave., Owyhee St. and proposed Patriots Landing Ave. as depicted on the preliminary plat.

1. Applicant shall provide fifteen (15') foot cross access/landscape easement from centerline of roadway along the Hill Lane alignment located along the east boundary of the site.
    a. Said access easement shall exist until such time that the parcels to the east of the site have an alternative access and is no longer needed to be determined by the City.

Street

1. Full street frontage improvements shall be completed to all roads adjacent to the proposed project including (Owyhee St. Syringa Ln. and Patriots Landing Ave.) in accordance with all City of Caldwell, standards and specifications, improvements shall include (but are not limited to) curb, gutter, sidewalk, asphalt, streetlights, joint trench, spare communication conduit along classified roadways, storm drainage facilities, etc.

2. Developer to coordinate safe school crossings with school district to determine location of necessary RRFB crosswalks and ensure crossings along classified roadways are approved by Traffic Commission. Final locations to be determined at time of civil construction drawing review.

3. Applicant shall complete the extension and tie in of Owyhee street to the east of the site. For secondary access not shown on the preliminary plat.

4. All private driveways, alleys or internal circulation routes shall fully comply with City of Caldwell standards and be approved by the Caldwell Fire Marshall.

5. Applicant shall meet all emergency access requirements for each phase of development to be determined by the Fire Dept. at the time of civil plan review.

6. Applicant shall coordinate with the United States Postal System to determine a cluster mailbox unit locations.

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. Each phase of development shall have a redundant/secondary supply of domestic water.

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.

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 location of sewer service, including sizing of mains, providing of easements, frontage construction, and offsite construction are to be decided during review of improvement plans.

3. 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.

4. Each buildable lot shall be supplied with a sewer service. If buildings are constructed to include individual units that could feasibly or will be sold separately, each unit shall be serviced separately

5. 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.

6. 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 rights-of-way 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 governing 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 with the first phase of development. 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 homeowners 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. Applicant shall pipe the pump station delivery ditch from the source point (head gate) to the pump station. Pump station overflow shall be piped from the pump station to the point of discharge into an irrigation facility/canal/drain/etc. maintained by an irrigation district.

9. Upon Applicants connection to or use of the existing irrigation pump station, should they choose to do so and CMID deems it appropriate to connect to, the applicant shall:
    a) Supply the City of Caldwell with a water model of the whole pressurized irrigation system including the piped overflow showing the system design meets all Caldwell Municipal Irrigation District standards.
    b) Applicant shall complete all upgrades to the system as required by CMID. Said upgrades will be determined during plan review"

10. 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 outside any roadways or proposed private streets consistent with public roadways to be operated and maintained by the Homeowners Association/etc.

4. There is to be no discharge of storm water overflow into any irrigation water return/discharge facility/ditch/pipe/etc.

Plat

1. Prior to approval of the final plat, subdivision facilities must be completed or an appropriate construction security provided. There may be temporary restrictions to the obtaining of building permits, even with acceptable construction security, depending on fire protection, emergency service requirements, and City approval of the sanitary sewer system. A 20% temporary restriction to obtaining of building permits will be enforced until all facility construction has been completed, inspected and certified by the Applicants engineer including all punch list items.

2. Upon recordation of the plat, the Engineering Department is to be provided with a PDF copy of the recorded final plat.

3. An electronic (dwg.) copy of the Final Plat suitable for mapping and addressing purposes will be required with Final Plat application submittal.

Date 04/20/2025

Caldwell City – Planning and Zoning
Re: Case Number: SPP25-000008, ZON25-000004

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

National Standards for Travel Time (90% of time) for first arriving unit:	4 minutes
Nearest Fire Station:	11
Closest fire station (in miles) to site:	2.1 Miles
Approximate response time to site:	8 Min.
Will this development have other significant impacts on the ability to provide services?	Yes X No
Will this development necessitate additional fire resources and/or equipment beyond current levels? *If yes, please explain under "Adverse Impact Comments, Recommendations, and Fiscal Impact".* • Our department is currently operating with high resource utilization, and continued growth is contributing to increased service demand. Aligning staffing and resources with that demand will help maintain our current level of service.	X Yes ☐ No

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:

The grasscrete shown for the fire department turnaround is not allowed. Please continue the paving or submit for a different approved material to meet the 80,000 pound requirement or if the driveway goes out to Hill Lane the turnaround is not required. Just omit the grasscrete.

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. 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)

4. 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)

5. Monument signage for addressing will be required at the entrance and at all intersections within the project. (IFC 505.1)

6. 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)

7. 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)

8. 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)

9. Fire apparatus access roads shall not exceed 10 percent in grade. (IFC D103.2)

10. 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)

11. 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.

12. 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.

13. When bollards are required they should be MaxiForce Collapsible Bollards

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: Katie Wright, Planner III
Caldwell P & Z Department

From: Trevor Farris, GIS Technician
Dave Marston, Mapping Superintendent

Re: SPP25-000008, ZON25-000004- Patriot Landing Subdivision

Date: February 06, 2026.

The Mapping Department provides the following comments on a request by The Land Architect LLC, on behalf of Patriots Landing LLC, is requesting a rezone of parcels R0266001100, R0266001000, and R02660010A0 from R-1 to R-2. Additionally, the applicant is requesting approval of a preliminary plat for Patriot's Landing Subdivision, a residential subdivision with 13 buildable lots, which will include ten (10) duplex structures and three (3) detached single family residential units. The 3.28 acre site is identified as Neighborhood 2 in the Future Land use Map and is located on the Northeast side of Interstate-84, approximately 1,800 feet from the Franklin St. exit.

Address Number

1. Please contact the Mapping Department prior to permitting for addressing.

Street Names

1. Patriot Landing Ave is the approved street name, ensure this is reflected on the plans.
2. An additional street name is required for the proposed private lane off Owyhee St.

Subdivision / Development Name

1. Approved.

Lot & Block

1. Not approved. The road is the separation of these two blocks. Label blocks & adjust lots accordingly.

Other comments:

1. Any changes to street names, lots, blocks, or phase lines shall be approved by the Mapping Department prior to construction drawing approval for the phase where changes are intended.

TO: CALDWELL POLICE DEPARTMENT AND FIRE DEPARTMENT

FROM: CALDWELL PLANNING AND ZONING

DATE: 2/23/2026

DUE DATE: **3/16/2026**

REQUEST FOR INFORMATION

The Planning and Zoning Division is requesting additional information be provided for each land use case as requested by the Mayor and City Council.

SUBJECT: **Patriots Landing**

RQUEST SUMMARY: The applicant, The Land Architect LLC, on behalf of Patriots Landing LLC, is requesting a rezone of parcels R0266001100, R0266001000, and R02660010A0 from R-1 to R-2. Additionally, the applicant is requesting approval of a preliminary plat for Patriot's Landing Subdivision, a residential subdivision with 13 buildable lots, which will include ten (10) duplex structures and three (3) detached single family residential units. The 3.28 acre site is identified as Neighborhood 2 in the Future Land use Map and is located on the Northeast side of Interstate-84, approximately 1,800 feet from the Franklin St. exit.

Population Impact:

# of new residential units:	23
Projected population created by development: (–.of.SF.units.X.9).and.(–.of.MF.units.X.8)	69
Proposed commercial acreage:	0

POLICE DEPARTMENT ANALYSIS AND SERVICE IMPACT:

CPD projects future service needs based on demand, risk, community expectations, response performances, population, density, and development type.

Development Analysis and Impacts:

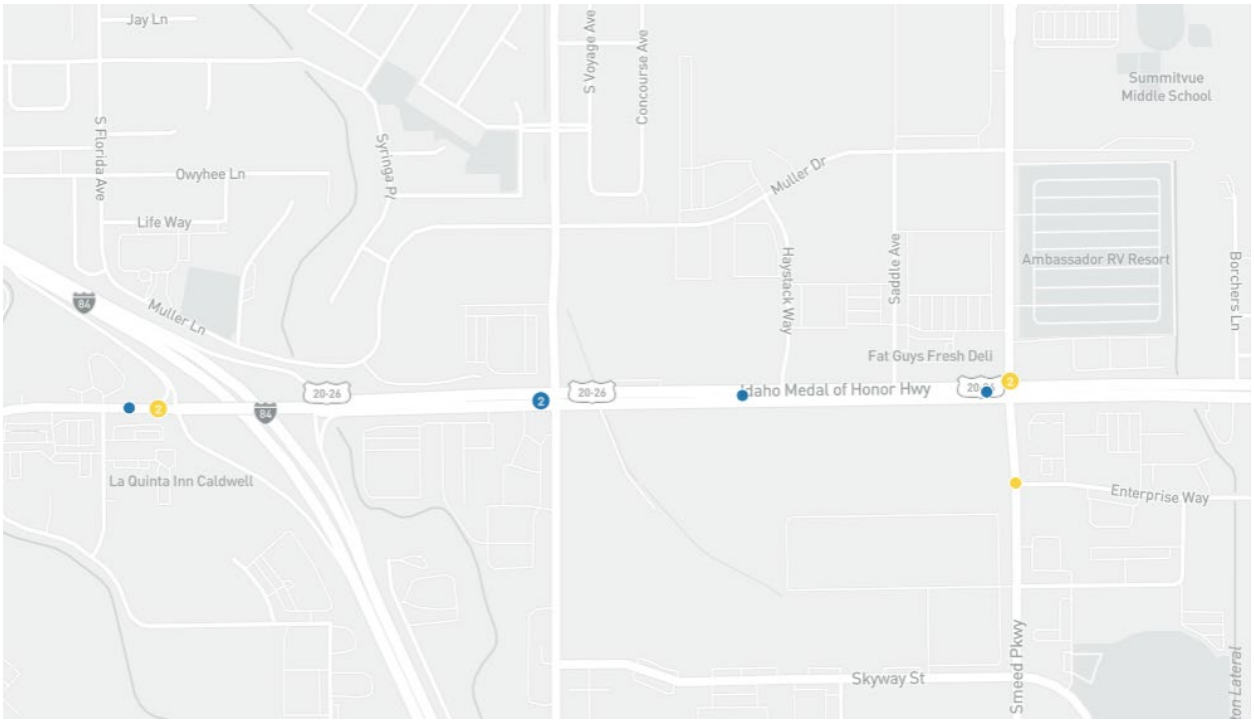
Demand for Service in this area (Total calls for service YTD)	Nearby adjacent reporting districts have an average of 700.5 calls for service each year to date. The nearby RD's (1B, 1D, 1E, 1F) have a combined total of 2,802 reactive CFS from January 1st to March 23th, 2026.
Call types within this area	**Top 20 Reactive Calls for Service in the Area**
Workload saturation in area (%)	Reporting districts 1B, 1D, 1E, 1F account for 2,802 (year to date) reactive CFS compared to a total of 5,565 total YTD. These RD's account for 50.35% of all reactive CFS YTD.
Will this development have other significant impacts on the ability to provide services?	☐ Yes ☒ No

Nature	#	%
Follow Up	48	6.26%
Alarm-Commercial	46	6.00%
Attempt to Locate	45	5.87%
PD Accident	38	4.95%
Welfare Check	36	4.69%
Suspicious	30	3.91%
Citizen Assist	24	3.13%
AC Animal at Large	22	2.87%
Theft	22	2.87%
911 Cell Open Line	17	2.22%
Parking Problem	17	2.22%
Traffic Hazard	16	2.09%
Agency Assist	16	2.09%
Disturbance	13	1.69%
VIN Inspection	13	1.69%
Juvenile Problem	12	1.56%
911 Disconnected Cell	12	1.56%
Area Check	12	1.56%
Hit and Run	12	1.56%
Reckless Driver	11	1.43%

Will this development necessitate additional police resources and/or equipment beyond current levels? *If yes, please explain under "Adverse Impact Comments, Recommendations, and Fiscal Impact".*	☒ Yes ☐ No

Traffic Crash Data for Area:

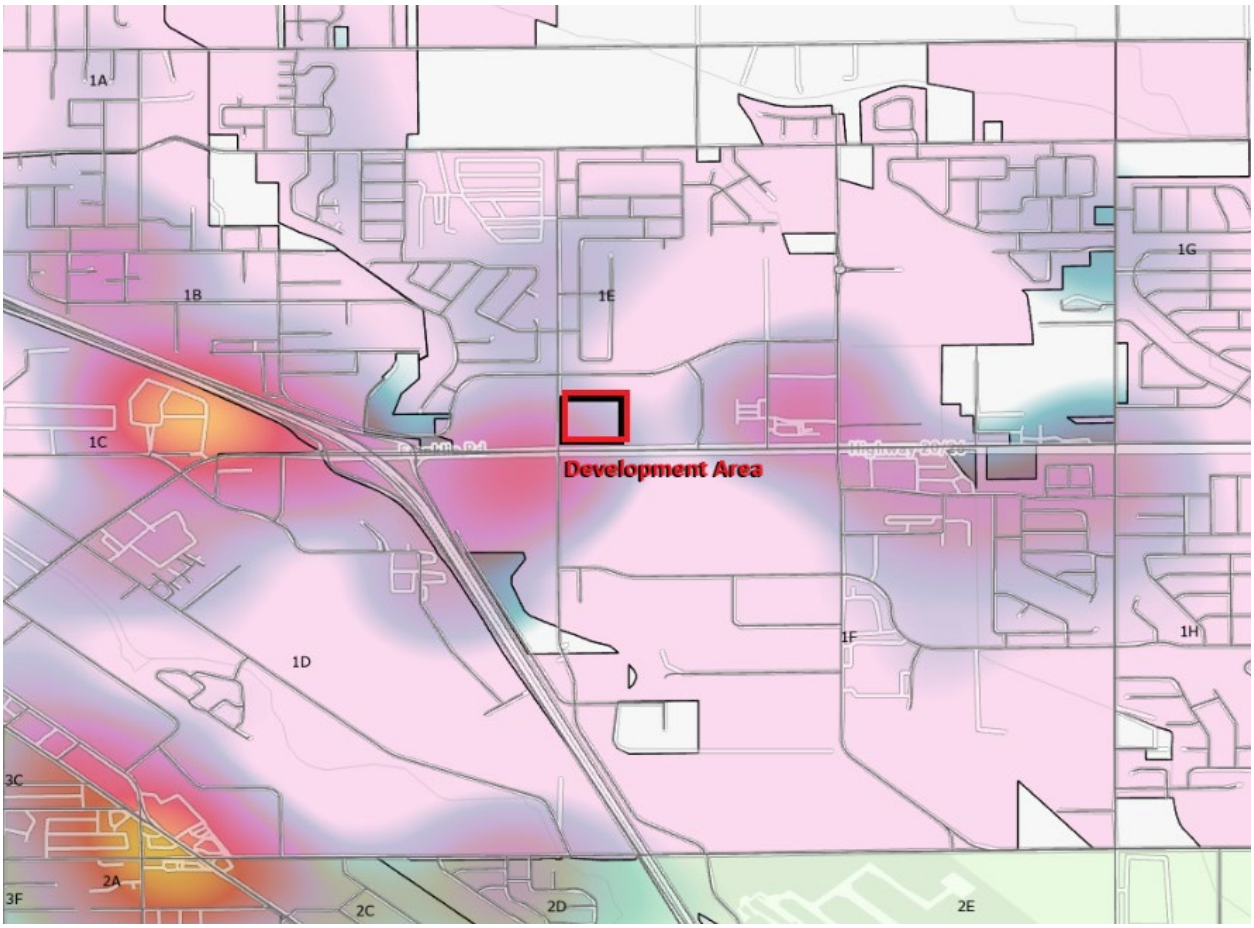
Provide comments below for crash data in area surrounding development.



This development is close to the 20/26 Highway which year to date (March 25th 2026) has seen 10 total accidents, with a total of 7 with only property damage, and 3 possible minor injuries. More crash data is attached for additional information.

Hot Spot Mapping (if applicable):

Please attach a map of hot spots and provide comments here to explain such attached mapping.



The darker areas represent a higher concentration of reactive calls for service, and the brighter areas represent the highest concentration in the area. In this case, the bright area directly to the west is the Sage Travel Plaza.

Adverse Impact Comments, Recommendations and Fiscal Impact:

Provide any comments below on the adverse impact this will or could have on the police department facilities, services or staffing, and any proposed recommendations for additional needs and fiscal impact.

This development is adding a relatively small population to Caldwell. For Caldwell to maintain the 1.2 officers to 1000 citizens ratio, with the addition of a possible 69 citizens, this would necessitate an increase of 0.08 police sworn personnel.

FIRE DEPARTMENT ANALYSIS AND SERVICE IMPACT:

CFD projects future service needs based on population, population density, response times, service demand, and development types.

Emergency Response Time Analysis and Service Impact:

The Caldwell Fire Department has benchmark standards for the organization and deployment of fire suppression operations, emergency medical operations, and special operations to the public. This standard provides for a travel time of 4:00 minutes, 90% of the time to reach emergency incidents within their jurisdiction with the first arriving unit.

Standards for Travel Time (90% of time) for first arriving unit:	4 minutes
Closest fire station (in miles) to site:	
Approximate response time to site:	
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 necessitate additional fire resources and/or equipment beyond current levels? *If yes, please explain under "Adverse Impact Comments, Recommendations, and Fiscal Impact".*	☐ Yes ☐ No

Adverse Impact Comments, Recommendations and Fiscal Impact:

Provide any comments below on the adverse impact this will or could have on fire department facilities, services or staffing, and any proposed recommendations for additional needs and fiscal impact.

CRASH SUMMARY REPORT

Patriots Landing Crash Study

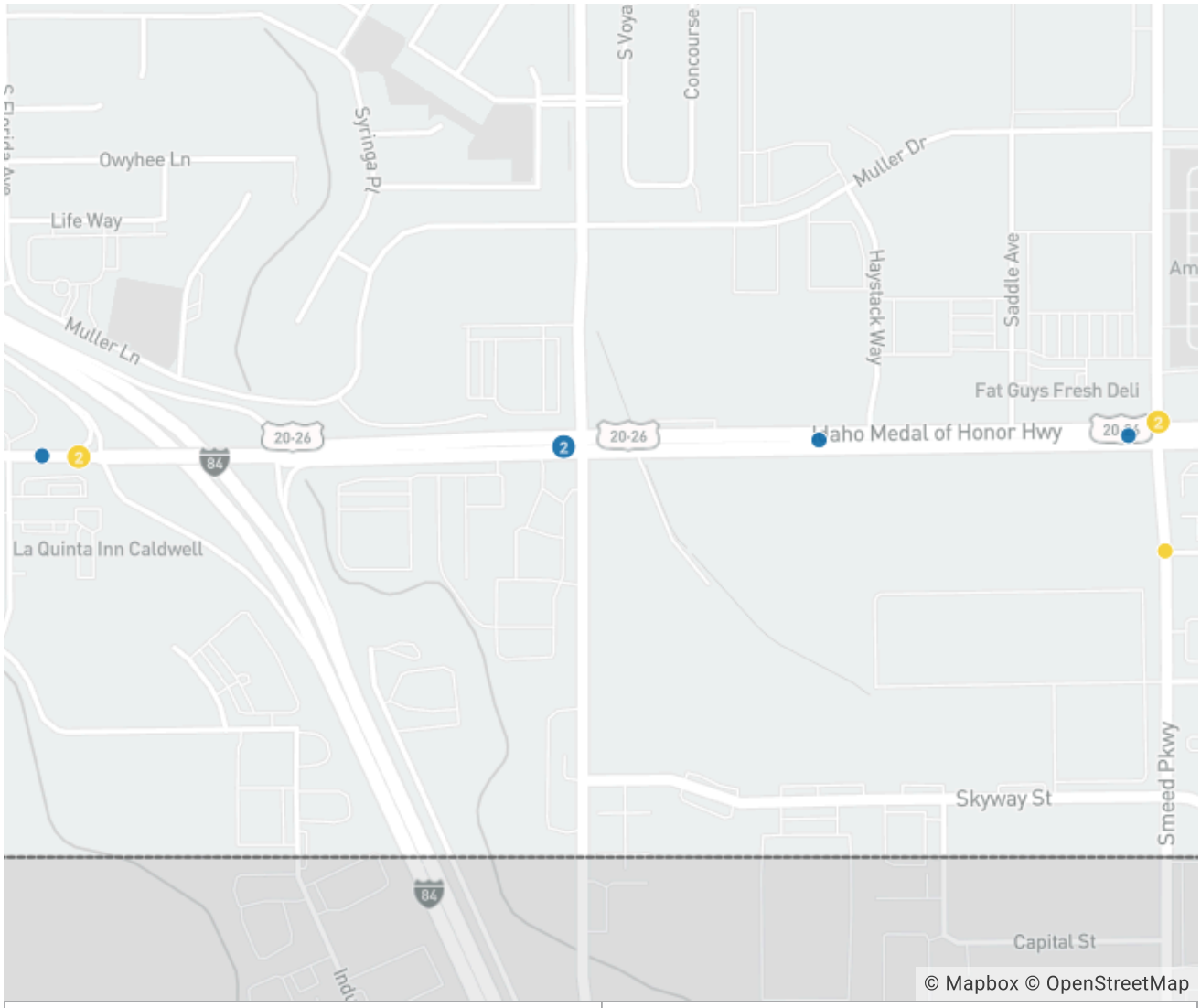
Created on March 25, 2026

Created by Marlon Leslie

Data extents: January 1, 2026 to March 25, 2026

Applied Filters

Shape: Polygon



Total Crashes	10	Fatal Crashes	0

ITD Crash Summary	Crash	
Total Crashes	10	100.00%
Intersection Related	6	60.00%
CMV Related	1	10.00%

Distracted Driver Related	1	10.00%
+ 9 more	0	0%

Date & Time (Year)		Crash
2026	10	100.00%
+ 18 more	0	0%

Crash Severity (# of Crashes)		Crash
(O) Property Damage Report	7	70.00%
(C) Possible Injury/Complaint	3	30.00%
+ 3 more	0	0%

Injury Name		Person
No Apparent Injury	32	84.21%
Possible Injury	6	15.79%
+ 4 more	0	0%

Intersection Related		Crash
Yes	6	60.00%
No	4	40.00%
N/	0	0.00%

Date & Time (Day of Week)		Crash
Monday	5	50.00%
Wednesday	1	10.00%
Thursday	1	10.00%
Friday	2	20.00%
Sunday	1	10.00%
+ 2 more	0	0%

County		Crash
Canyon	10	100.00%
+ 43 more	0	0%

Operator Action		Unit
Going Straight	8	38.10%
Stopped in Traffic	5	23.81%
Turning Left	5	23.81%
U-Turn	2	9.52%

Merging	1	4.76%
+ 51 more	0	0%

Unit Type		Unit
Pickup	7	33.33%
Car	6	28.57%
SUV/Crossover	6	28.57%
Tractor - 1 Trailer	1	4.76%
Van - 1 to 8 seats	1	4.76%
+ 25 more	0	0%

Urban / Rural		Crash
Urban	9	90.00%
Rural	1	10.00%

Contributing Circumstances (All)		Crash
None	10	100.00%
Following Too Close	2	20.00%
Vision Obstruction	2	20.00%
Distracted IN or ON Vehicle	1	10.00%
Failed to Maintain Lane	1	10.00%
Failed to Obey Signal	1	10.00%
Failed to Yield	1	10.00%
+ 34 more	0	0%

Most Harmful Event		Crash
Rear-End	5	50.00%
Angle Turning	2	20.00%
Angle	1	10.00%
Same Direction Turning	1	10.00%
Side Swipe Same	1	10.00%
+ 59 more	0	0%

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

Katie Wright

From: D3 Development Services <D3Development.Services@itd.idaho.gov>
Sent: Tuesday, December 2, 2025 10:02 AM
To: Katie Wright
Subject: RE: Request for Agency Comments - Patriot's Landing Subdivision

Hello,

After careful review of the transmittal submitted to ITD on November 26, 2025, regarding, Patriots Landing 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: Wednesday, November 26, 2025 3:55 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

EXHIBIT 4:

PUBLIC COMMENTS

Formal Letter of Opposition

To:
City of Caldwell Planning & Zoning Commission
City Hall
Caldwell, Idaho

Re: Opposition to Rezone from R‑1 to R‑2 and Proposed Development (“Patriots Landing”)

From:
Madison Fritts
2422 Syringa Ln
Caldwell, ID

Dear Commissioners,

I am writing to formally express my opposition to the proposed rezone from R‑1 (Single‑Family Residential) to R‑2 (Two‑Family Residential) and the associated construction of 11 duplex units and one single‑family home on the parcel located directly behind my residence at 2422 Syringa Lane.

My partner and I closed on our home on February 27th, after years of saving while living in an apartment. We intentionally chose to leave apartment living behind and searched for a home in an established, quiet neighborhood—specifically seeking an area without ongoing or imminent new development. During the home‑buying process, we were told that the open land behind our property would eventually be developed into single‑family homes on approximately 0.3‑acre lots, a density and design consistent with the surrounding area. At no point were we informed that any rezone or multi‑unit proposal was under consideration or linked to our address.

The application now before the Commission stands in direct conflict with the expectations we relied upon when making the most significant purchase of our lives. The shift from planned single‑family homes to 11 duplex structures represents a fundamental and abrupt alteration to the character of our immediate surroundings.

1. Impact on Neighborhood Character

The existing neighborhood is comprised of single‑family residences on traditional lots. Introducing multi‑unit duplex structures directly against these backyards creates an abrupt density transition that is incompatible with the established residential fabric. The proposed R‑1 to R‑2 rezone would significantly alter the development pattern, setting a precedent for further up‑zoning that would erode the stability and expectations of the existing homeowners.

2. Loss of Privacy, Peace, and Livability

We purchased this home precisely because it offered the sense of peace, stability, and privacy that we had been unable to achieve while living in an apartment. The proposed development would place multiple units, additional traffic, increased lighting, second-story windows, and significantly higher activity levels directly along our fence line.

I work evening shifts in a hospital and sleep during the day; my partner works from home and requires a quiet environment. Extended construction occurring only feet from our property—followed by the long-term effects of higher-density housing—would directly and materially affect our daily lives, rest, and well-being. These impacts were not foreseeable based on the information available to us during the purchase process.

3. Inconsistency with Provided Information, Lack of Notice, and Incorrect Documentation

While we understand that development plans can change over time and that misunderstandings can occur during the buying process, the information we received when purchasing our home came directly from the seller's realtor, who told us the adjacent land was expected to be developed into 0.3-acre single-family homes. At no point were we informed—or even made aware—that a proposal for eleven duplexes and an R-1 to R-2 rezone was in progress or under consideration.

Furthermore, after reviewing the documents provided through the following link:
https://www.cityofcaldwell.org/files/assets/city/v/1/planning-amp-zoning/documents/current-cases/fullapplicationpacket_patriotslanding.pdf
we discovered that information pertaining to our property is included in these materials. Even more concerning is that these documents appear to show sign-offs or acknowledgments made by individuals with **no connection whatsoever** to us, the current and rightful owners. These signatures were not provided by us, were not authorized by us, and were never presented to us for review or approval.

This raises serious concerns regarding the accuracy of the application materials and how our address came to be associated with documents signed by unrelated individuals. The inclusion of such information does not make sense and further underscores the lack of proper notification, transparency, and procedural accuracy surrounding this proposal.

Instead, the first—and only—notice we received was when a large development sign was placed directly near our front yard, alerting us not only to the existence of this proposal but also to the fact that our home was immediately affected. Learning about a major land-use change from a sign on our lawn, rather than during the buying process or through proper communication, was both unexpected and deeply unsettling.

This situation has placed us in a position we were never prepared for, and it has fundamentally altered the expectations we reasonably relied upon when investing in this home and this community.

4. Traffic, Safety, and Infrastructure Concerns

Duplex development inherently increases vehicle counts, trip generation, on-street parking demand, refuse collection activity, and service traffic. Concentrating this increased intensity behind an existing single-family neighborhood raises legitimate concerns about safety, visibility, noise, and long-term traffic impacts on local streets not designed for higher density.

5. Need for Responsible, Context-Sensitive Planning

This is not an objection to growth itself; rather, it is a request for appropriate, context-sensitive growth. A transition from a quiet single-family environment to a multi-unit residential cluster should not occur without meaningful buffers, thoughtful massing, and a zoning classification that respects the long-standing character of the adjacent neighborhood. Approving a rezone of this magnitude directly against existing backyards fails to provide that protection.

Request for Action

For these reasons, I respectfully request that the Planning & Zoning Commission deny the rezone from R-1 to R-2 and maintain the current single-family zoning designation consistent with the surrounding area.

Should the Commission nevertheless decide to advance this application, I urge you to require significant conditions—such as expanded setbacks, dense landscape buffering, height limitations, lighting controls, and strongly enforced construction hours—to mitigate the otherwise severe impacts on neighboring properties.

Thank you for your time and thoughtful consideration of the concerns of current residents. My partner and I chose this neighborhood believing it would be a place to build a stable and peaceful future. I ask the Commission to preserve the character and livability that led us to invest in this community.

Sincerely,
Madison Fritts
2422 Syringa Ln
Caldwell, Idaho

Formal Letter of Opposition

To:

City of Caldwell Planning and Zoning Commission

City Hall

Caldwell, Idaho

Re: Opposition to Proposed Rezone and Patriots Landing Development

From:

Braeden Armin

2422 Syringa Lane

Caldwell, Idaho

Dear Members of the Planning and Zoning Commission,

I am writing to formally oppose the proposed rezone and associated development planned directly adjacent to and behind my home on Syringa Lane.

I want to be clear that I am not opposed to development of this property. Development that remains consistent with existing R-1 zoning, consisting of single family homes that align with the established character of the neighborhood, would be appropriate and

consistent with the surrounding area. My concern is specifically with the proposed increase in residential density and the introduction of new roadway infrastructure that does not align with the existing land use pattern.

This neighborhood is defined by long-term residential stability and low-density development. My immediate neighbor has lived here since 1993, and that continuity is reflected throughout the area. Although my family and I moved in just one month ago, we chose this neighborhood for the same reasons that have kept residents here for decades: a consistent single family environment, limited traffic, and a clear separation between residential living space and through movement.

That consistency is not incidental. It is the direct result of R-1 zoning and the infrastructure designed to support it.

The proposed development introduces a level of density and circulation that is not compatible with those conditions. The addition of internal roadways connecting to or running along existing residential boundaries alters the function of adjacent properties. What is currently a low traffic, low intensity residential setting becomes an area subject to increased vehicle trips, continuous movement, and associated impacts such as noise, lighting, and reduced privacy.

From a land use and planning perspective, this represents a clear shift in intensity without the corresponding infrastructure capacity or transitional design. Local streets serving this neighborhood were not designed to function as collectors for higher density development. Introducing additional traffic volumes into this network increases the likelihood of congestion, safety conflicts, and reduced effectiveness of emergency access.

The application materials describe elements such as connectivity, circulation, and efficient land use as project benefits. While those concepts may be valid within the internal design of a development, they do not translate as benefits to adjacent R-1 properties. Increased connectivity in this context results in additional traffic exposure. Expanded circulation routes introduce vehicle movement closer to existing homes. Efficiency in land use increases density beyond what the surrounding area was designed to support. These outcomes create direct and lasting impacts on neighboring properties.

A key principle of land use planning is compatibility. Development should transition in a way that respects existing patterns, infrastructure limitations, and the expectations created by zoning designations. In this case, the proposed rezone introduces a level of intensity that is not supported by the surrounding environment and does not provide an appropriate transition from existing single family use.

When we purchased our home, we relied on those established conditions. Zoning is intended to provide predictability so that residents can make informed decisions about where to live and invest. That predictability is especially important in stable neighborhoods like this one, where long-term residency reflects confidence in the area’s character and future.

This proposal alters that foundation.

This is not a question of whether growth should occur, but whether it is being placed in a manner that is consistent with sound planning principles. There is a clear path forward that allows for development while maintaining compatibility: development that remains consistent with R-1 zoning and avoids introducing roadway configurations and density levels that conflict with existing residential use.

For these reasons, I respectfully request that the Planning and Zoning Commission deny the proposed rezone and require that any future development remain aligned with the existing character, infrastructure capacity, and land use pattern of the neighborhood.

Thank you for your time and consideration.

Respectfully,

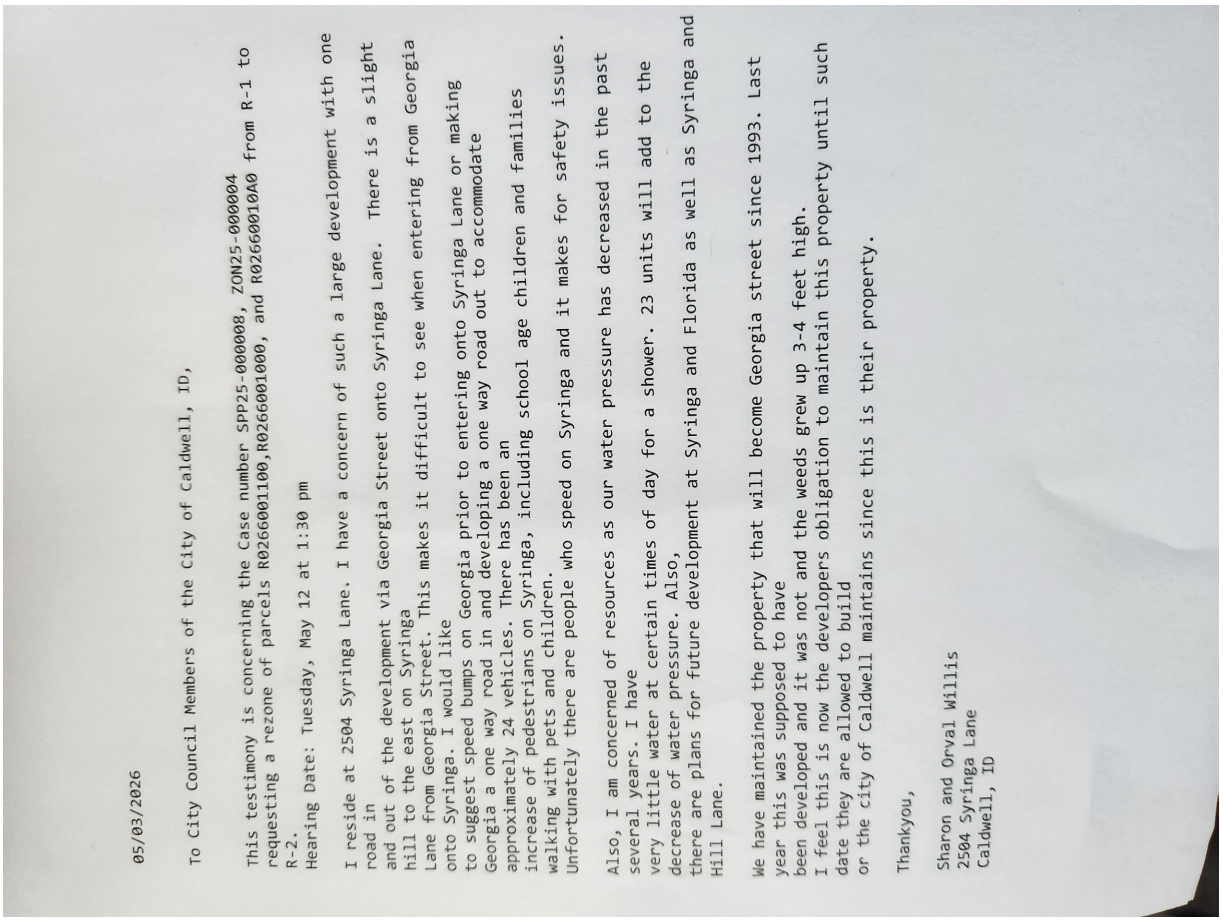
Braeden Armin

2422 Syringa Lane

Caldwell, Idaho

From: Sharon Willis
To: PZ
Subject: Testimony for City of Caldwell council meeting re: Case no: SPP25-000008 and ZON25-000004 on May, 12 T 1:30 pm
Date: Monday, May 4, 2026 2:08:38 PM

O‘oo



05/03/2026

To City Council Members of the City of Caldwell, ID,

This testimony is concerning the Case number SPP25-000008, ZON25-000004 requesting a rezone of parcels R0266001100,R0266001000, and R026600010A0 from R-1 to R-2.
Hearing Date: Tuesday, May 12 at 1:30 pm

I reside at 2504 Syringa Lane. I have a concern of such a large development with one road in and out of the development via Georgia Street onto Syringa Lane. There is a slight hill to the east on Syringa Lane from Georgia Street. This makes it difficult to see when entering from Georgia onto Syringa. I would like to suggest speed bumps on Georgia prior to entering onto Syringa Lane or making Georgia a one way road in and developing a one way road out to accommodate approximately 24 vehicles. There has been an increase of pedestrians on Syringa, including school age children and families walking with pets and children. Unfortunately there are people who speed on Syringa and it makes for safety issues.

Also, I am concerned of resources as our water pressure has decreased in the past several years. I have very little water at certain times of day for a shower. 23 units will add to the decrease of water pressure. Also, there are plans for future development at Syringa and Florida as well as Syringa and Hill Lane.

We have maintained the property that will become Georgia street since 1993. Last year this was supposed to have been developed and it was not and the weeds grew up 3-4 feet high. I feel this is now the developers obligation to maintain this property until such date they are allowed to build or the city of Caldwell maintains since this is their property.

Thankyou,

Sharon and Orval Willis
2504 Syringa Lane
Caldwell, ID

EXHIBIT 5:

MINUTES OF THE HEARING EXAMINER HEARING

HEARING EXAMINER
MEETING MINUTES
Tuesday, May 26th, 2026 @ 1:30 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 1:30 p.m.

REVIEW OF PROCEEDINGS (OPENING STATEMENT) – Ms. Sabrina Durtschi outlined the procedures for the public hearing.

MEMBERS PRESENT: Angelica Gomez (Administrative Assistant); Katie Wright (Senior Planner); Garline Davis (Planner I); John Prebonick (City Engineer); Morgan Bessaw (Deputy Director)

CONSENT CALENDAR

OLD BUSINESS:

1. **ACTION ITEM: Public Hearing Quasi-Judicial: Case Number SPP25-000008, ZON25-000004:** The applicant, The Land Architect LLC, on behalf of Patriots Landing LLC, is requesting a rezone of parcels R0266001100, R0266001000, and R02660010A0 from R-1 to R-2. Additionally, the applicant is requesting approval of a preliminary plat for Patriot's Landing Subdivision, a residential subdivision with 12 buildable lots, which will include eleven (11) duplex structures and one (1) detached single family residential unit. The 3.28 acre site is identified as Neighborhood 2 in the Future Land use Map and is located on the Northeast side of Interstate-84, approximately 1,800 feet from the Franklin St. exit. This application was continued from May 12th, 2026, Hearing Examiner Meeting.

   Andrew Wheeler (Representative) 2929 W Navigator, Meridian, signed in favor of the application and gave a brief overview of the project by use of a PowerPoint presentation.

   - The neighboring homeowner was aware of the development.
   - There was a sign placed in the row that there was questions about
   - Pedestrian pathway will connect through
   - Did talk with engineering about eliminating sidewalk, was shut down by engineering, curb cut
   - Not deed restricted, provide housing for veterans, but anyone could be there
   - The first meeting was about traffic concerns and the second meeting was similar but more heavier on the traffic concerns
   - John
   -

   Katie Wright (Senior Planner) 205 S. 6th Avenue, provided the staff report by outlining its contents by use of a PowerPoint presentation.

   Public Testimony

   Kristi Kristensen, neutral, main concern is the traffic increasing and traffic making the area unsafe.
   Katie, since the project is not fronting syringa it will not have improvements
   John,
   Speed concern, density

   Sharron Willis, neutral, 2504 syringa ln, concerns of vision triangle off Georgia and syringa and speed. Would like speed bumps. City water, feels like the water pressure will go down.

   John, Owyhee st the dedicated row was planned with the original development

Was not aware of water concerns
Public works director for speed bumps

Karla and Kirby, did not wish to speak

Bradon

In the rebuttal, the representative stated..
Would work with planning and engineering to mitigate the traffic
Katie, can put that in the conditions.

FINDINGS OF FACT AND CONCLUSSIONS OF LAW FOR CASE NUMBER SPP25-000008, ZON25-000004: 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 SPP25-000008, ZON25-000004: Based on the Findings of Fact and Conclusions of Law, the Caldwell Hearing Examiner hereby orders that Case Numbers SPP25-000008, ZON25-000004, is recommended for approval by City Council, subject to the conditions of approval listed in the staff report.

Ms. Durtschi closed the public hearing testimony at 2:32 pm.

NEW BUSINESS:

1. **ACTION ITEM: Public Hearing Quasi-Judicial: Case Number SPP26-000004:** The applicant, Hatch Design and Architecture, on behalf of Daniel Isbell, is requesting preliminary plat approval for Isbell Townhomes Subdivision, a single-family subdivision with twelve (12) townhome lots and one single family detached lot. The site is zoned R-1, neighborhood residential, and is located within the Neighborhood 2 place-type within the Future Land Use Map. The approximately 1.65 acre site is addressed as 403 Hill Ln, and is located on the east side of Hill Ln, approximately 240 feet south of the intersection with Syringa Ln., and 260 feet north of Interstate 84., in Caldwell, Idaho.

Jeff Hatch (Applicant) 200 w 36th st boise, signed in favor of the application and gave a brief overview of the project by use of a PowerPoint presentation.

In response to the Hearing Examiner's question, Mr. Hatch stated:

- There are two spaces right outside the man door of the building. Those will be open parking for customers.
- Neighborhood meeting went well, concerns of traffic, wanting fencing on hill ln,

Katie Wright (Senior 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 questions, Ms. Wright stated:

- Any attached product that is in r-1 or r-2 can utilize setbacks and lot size of r-3

Public Testimony

Karla short, 316 Hill ln, did not state position, concerns on traffic safety. Would like the fence and connectivity.

Kristy Kristensen, walking path not on hill ln
Morgan
Katie a portion of Owyhee would be improved.
Kristy

Jeff Hatch (Applicant) 13222 S Catawba River Ave, in the rebuttal stated

FINDINGS OF FACT AND CONCLUSSIONS OF LAW FOR Case Numbers SPP26-000004: 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 SPP26-000004: Based on the Findings of Fact and Conclusions of Law, the Caldwell Hearing Examiner hereby orders that Case Numbers SPP26-000004, is recommended for approval by City Council, subject to the conditions of approval listed in the staff report.

Ms. Durtschi closed the public hearing testimony at 3:00 pm

2. **ACTION ITEM: Public Hearing Quasi-Judicial: Case Number SUP26-000004:** The applicant, Charles Moseley of Core States Group Inc., on behalf of Fred Meyer Stores Inc. and Endurance Holdings LLC, is requesting approval of a Special Use Permit (SUP) for two electronic reader board signs at the entrances to a future shopping center and two additional electronic reader board signs on canopy facades. The property is zoned H-C, Mixed Use/Regional Commercial, and is located within the Mixed-Use place-type within the Future Land Use Map. The signs would be located on parcels R3430801400 and R3430800000, which are located on the southeast corner of the intersection between Highway 20/26 and Middleton Rd. in Caldwell, Idaho.

Josh Beech (Applicant) 13222 S Catawba River Ave, signed in favor of the application and stated they do not have a presentation and are in agreement with the conditions of approval.

Garline Davis (Planner I) 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 questions, Ms. Davis stated:

- There was a difference between maverick and fred meyer signs. Staff is thinking of looking into the sign code.

There was no public testimony

Josh Beech (Applicant) it is standard sign

FINDINGS OF FACT AND CONCLUSSIONS OF LAW FOR Case Numbers SUP26-000004: 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 SUP26-000004: Based on the Findings of Fact and Conclusions of Law, the Caldwell Hearing Examiner hereby orders that Case Numbers SUP26-000004, is approved, subject to the conditions of approval listed in the staff report.

Ms. Durtschi closed the public hearing testimony at 3:10 pm.

ADJOURNMENT

The Hearing Examiner adjourned the meeting at approximately 3:10 pm.

The next meeting for the Hearing Examiner will be on Tuesday, June 23rd, 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:

ORDINANCE AND SUMMARY

BILL NO. 67
ORDINANCE NO. 3719

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 R-1 (LOW DENSITY RESIDENTIAL) ZONE TO THE R-2 (MEDIUM DENSITY 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. ZON25-000004 (Patriots Landing) at a public hearing held this 6th day of July, 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:

Parcels R0266001000, R02660010A0, and R0266001100 from R-1(Neighborhood Residential) to R-2 (Community Residential);

> Parcels 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(s) 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.

PASSED BY THE COUNCIL OF THE CITY OF CALDWELL, IDAHO, this 6th day of July, 2026.

APPROVED BY THE MAYOR OF THE CITY OF CALDWELL, IDAHO, this 6th day of July, 2026.

_____
Mayor Jarom Wagoner

ATTEST:

_____
City Clerk

EXHIBIT A

CENTURION ENGINEERS, INC.
Consulting Engineers, Land Surveyors and, Planners
2323 S. Vista Ave, Suite 206 Boise, ID 83705
Telephone 208.343.3381 | www.centengr.com

Patriot Landing Subdivision
Rezone Description
R-1 to R-2

3 December 2025

A parcel of land being a portion of Tracts 12 and 13 of Hillcrest Subdivision, according to the official plat thereof, filed in Book 3 of Plats at Page 10, records of Canyon County, Idaho and adjoining right-of-way. Situate in the southwest quarter of Section 23, Township 4 North, Range 3 West, Boise Meridian, Canyon County, Idaho, being more particularly described as follows:

Commencing at the west quarter corner of said Section 23; thence S89°53'24"E, 1,325.14 feet along the northerly boundary of the northwest quarter of the southwest quarter of said Section 23 to the northeast corner of northwest quarter of the southwest quarter of said Section 23, which bears N89°52'25"W, 1,326.16 feet from the center quarter of said Section 23; thence S00°05'32"W, 663.72 feet along the easterly boundary of the northwest quarter of the southwest quarter of said Section 23 to the centerline of Syringa Lane; thence N89°55'43"W, 163.00 feet along the centerline of Syringa Lane; thence S00°05'58"W, 30.00 feet to the southerly right-of-way of Syringa Lane; thence continuing S00°05'58"W, 77.28 feet to the ***Point of Beginning:***

Thence S89°55'43"E, 165.00 feet along a line parallel to the southerly right-of-way of Syringa Lane;

Thence S00°05'58"W, 224.74 feet;

Thence S89°57'16"E, 344.99 feet;

Thence S00°04'16"W, 331.86 feet to the centerline of Owyhee Street;

Thence N89°58'56"W, 188.68 feet along the centerline of Owyhee Street to the northeasterly right-of-way of I-84;

Thence N60°58'37"W, 367.29 feet along the northeasterly right-of-way of I-84;

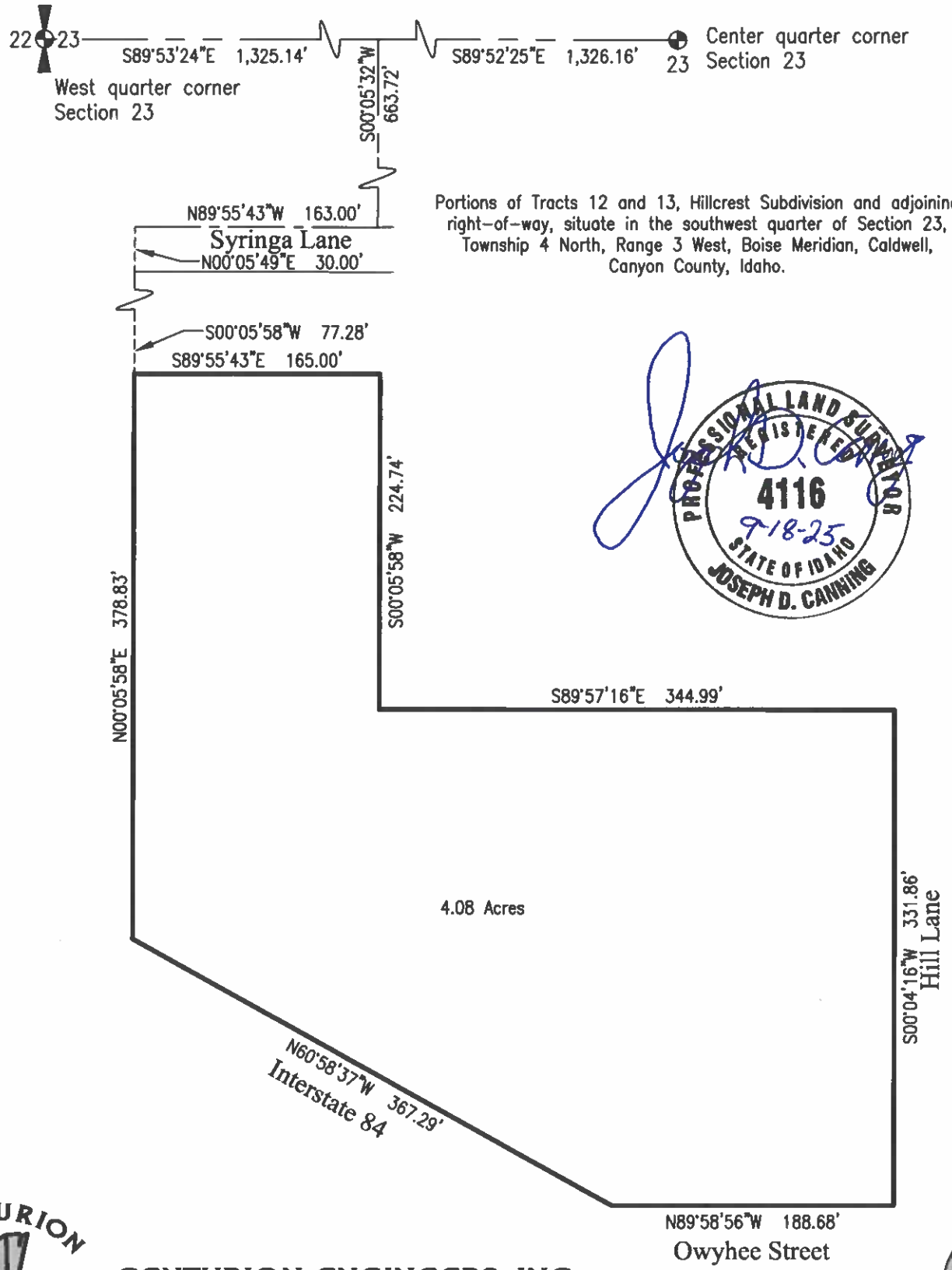
Thence N00°05'58"E, 378.83 feet to the ***Point of Beginning.***

Comprising 4.08 acres, more or less.



EXHIBIT B

Patriot Landing
Rezone Exhibit



Portions of Tracts 12 and 13, Hillcrest Subdivision and adjoining right-of-way, situate in the southwest quarter of Section 23, Township 4 North, Range 3 West, Boise Meridian, Caldwell, Canyon County, Idaho.

PROFESSIONAL LAND SURVEYOR
REGISTERED
4116
9-18-25
STATE OF IDAHO
JOSEPH D. CANNING

CENTURION ENGINEERS, INC.
Consulting Engineers, Land Surveyors, Planners
2323 S. Vista Ave. Suite 206 | Boise, ID 83705
208.343.3381 | www.centengr.com

SCALE: 1"=80'

ORDINANCES OF THE CITY OF CALDWELL
NOTICE OF ADOPTION AND SUMMARY OF
ORDINANCE NO. 3719
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 R-1 (LOW DENSITY RESIDENTIAL) ZONE TO THE R-2 (MEDIUM DENSITY RESIDENTIAL); 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. 3719, provided for the rezone of:

A parcel of land being a portion of Tracts 12 and 13 of Hillcrest Subdivision, Book 3 of Plats at Page 10, records of Canyon County, Idaho and adjoining right-of-way located in the SW ¼ of Section 23, T4N, R3W, Boise Meridian, Canyon County, Idaho, being more particularly described as follows:

COMMENCING at the W ¼ Corner of said Section 23; thence S89°53'24"E, 1325.14 feet along the northerly boundary of the NW ¼ SW ¼ of said Section 23 to the NE corner of said NW ¼ SW ¼ of Section 23, which bears N89°52'25"W, 1326.16 feet from the C ¼ Corner of said Section 23; thence S00°05'32"W, 663.72 feet along the easterly boundary of said NW ¼ SW ¼ of said Section 23 to the centerline of Syringa Lane; thence N89°55'43"W, 163.00 feet along said centerline of Syringa Lane; thence S00°05'58"W, 30.00 feet to the southerly right-of-way of said Syringa Lane; thence continuing S00°05'58"W, 77.28 feet to the **POINT OF BEGINNING**; thence S89°55'43"E, 165.00 feet along a line parallel with said southerly right-of-way of Syringa Lane; thence S00°05’58”W, 224.74 feet; thence S89°57'16"E, 344.99 feet; thence S00°04'16"W, 331.86 feet to the centerline of Owyhee Street; thence N89°58'56"W, 188.68 feet along said centerline of Owyhee Street to the northeasterly right-of-way of Interstate 84; thence N60°58'37"W, 367.29 feet along said northeasterly right-of-way of Interstate 84; thence N00°05'58"E, 378.83 feet to the **POINT OF BEGINNING**. Comprising 4.08 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. 3719 was passed by the Council and approved by the Mayor on the 6th day of July, 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 6th day of July, 2026, for publication on the 14th day of July, 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. 3719 and provides adequate notice to the public as to the contents of such ordinance.

DATED this 6th day of July, 2026.

Oscar Klaas, Attorney for City of Caldwell

Memorandum

To:

City Council

Meeting Date:

July 6, 2026

Item Name:

ACTION ITEM: Consider Bill No. 67 (Ordinance No. 3719) associated with ZON25-000004, with a request to move for its passage by title only and approve the summary for publication.

Summary Statement:

Recommended Action:

Budget:

Cost:
GL Account:
Timeline:
Department:
Project Manager:

Attachments:

1. Ord 3719 (Patriots Landing REZONE)
2. Summary 3719 (Patriots Landing REZONE)

BILL NO. 67
ORDINANCE NO. 3719

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Section 4. All ordinances, resolutions, orders or parts thereof in conflict herewith are hereby repealed, rescinded and annulled.

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PASSED BY THE COUNCIL OF THE CITY OF CALDWELL, IDAHO, this 6th day of July, 2026.

APPROVED BY THE MAYOR OF THE CITY OF CALDWELL, IDAHO, this 6th day of July, 2026.

_____
Mayor Jarom Wagoner

ATTEST:

_____
City Clerk

EXHIBIT A

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Rezone Description
R-1 to R-2

3 December 2025

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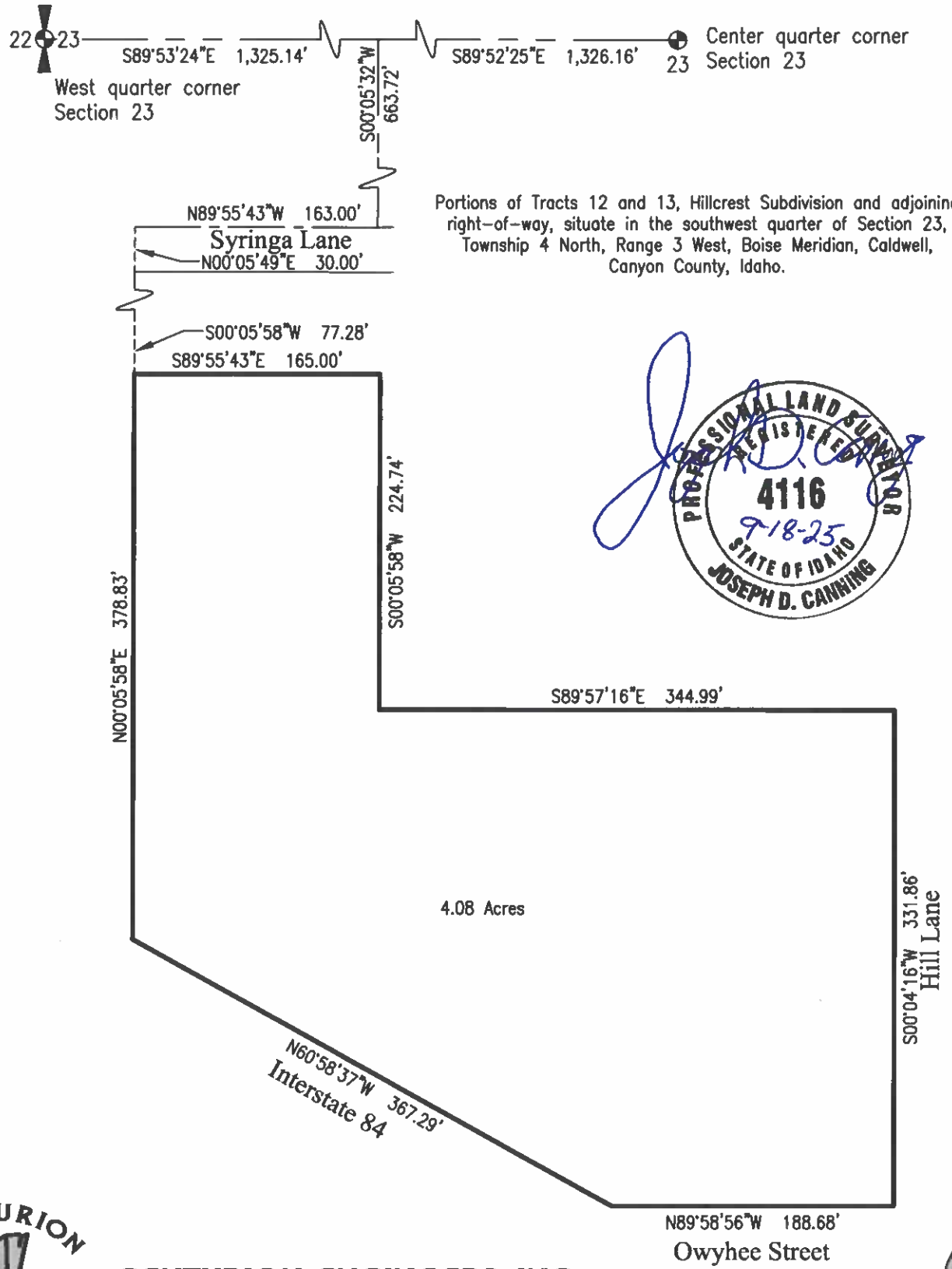

Portions of Tracts 12 and 13, Hillcrest Subdivision and adjoining right-of-way, situate in the southwest quarter of Section 23, Township 4 North, Range 3 West, Boise Meridian, Caldwell, Canyon County, Idaho.

PROFESSIONAL LAND SURVEYOR
REGISTERED
4116
9-18-25
STATE OF IDAHO
JOSEPH D. CANNING

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SCALE: 1"=80'

ORDINANCES OF THE CITY OF CALDWELL
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Ordinance No. 3719, provided for the rezone of:

A parcel of land being a portion of Tracts 12 and 13 of Hillcrest Subdivision, Book 3 of Plats at Page 10, records of Canyon County, Idaho and adjoining right-of-way located in the SW ¼ of Section 23, T4N, R3W, Boise Meridian, Canyon County, Idaho, being more particularly described as follows:

COMMENCING at the W ¼ Corner of said Section 23; thence S89°53'24"E, 1325.14 feet along the northerly boundary of the NW ¼ SW ¼ of said Section 23 to the NE corner of said NW ¼ SW ¼ of Section 23, which bears N89°52'25"W, 1326.16 feet from the C ¼ Corner of said Section 23; thence S00°05'32"W, 663.72 feet along the easterly boundary of said NW ¼ SW ¼ of said Section 23 to the centerline of Syringa Lane; thence N89°55'43"W, 163.00 feet along said centerline of Syringa Lane; thence S00°05'58"W, 30.00 feet to the southerly right-of-way of said Syringa Lane; thence continuing S00°05'58"W, 77.28 feet to the **POINT OF BEGINNING**; thence S89°55'43"E, 165.00 feet along a line parallel with said southerly right-of-way of Syringa Lane; thence S00°05’58”W, 224.74 feet; thence S89°57'16"E, 344.99 feet; thence S00°04'16"W, 331.86 feet to the centerline of Owyhee Street; thence N89°58'56"W, 188.68 feet along said centerline of Owyhee Street to the northeasterly right-of-way of Interstate 84; thence N60°58'37"W, 367.29 feet along said northeasterly right-of-way of Interstate 84; thence N00°05'58"E, 378.83 feet to the **POINT OF BEGINNING**. Comprising 4.08 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. 3719 was passed by the Council and approved by the Mayor on the 6th day of July, 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 6th day of July, 2026, for publication on the 14th day of July, 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. 3719 and provides adequate notice to the public as to the contents of such ordinance.

DATED this 6th day of July, 2026.

Oscar Klaas, Attorney for City of Caldwell

Memorandum

To:

City Council

Meeting Date:

July 6, 2026

Item Name:

Request from the Caldwell Police Department for additional funding in the amount of $30,924.59 to provide necessary repairs to the MATV armored vehicle in their fleet

Summary Statement:

CPD's newest armored vehicle has been with CPD for approximately 6 years, and is utilized primarily for SWAT missions. Replacement of the transmission is necessary to continue use of the vehicle. Cost estimate is $30,924.59.

Recommended Action:

Recommend approval of the funding request as presented

Budget:

Cost:
GL Account:
Timeline:
Department:
Project Manager:

Attachments:

1. MATV funding 2026

CITY OF CALDWELL
PROFESSIONAL STANDARDS BUREAU
REX R. INGRAM
CHIEF OF POLICE
CALDWELL POLICE DEPARTMENT
110 SOUTH FIFTH AVENUE • CALDWELL, IDAHO 83605
www.cityofcaldwell.org
TELEPHONE: 208.455.3115
NON-EMERGENCY: 208.454.7531

Request for Funding June 24, 2026

TO: Chief Rex R. Ingram

FROM: Sergeant Jesse Cooper

SUBJECT: SWAT Rescue Armor Vehicle Funding

1. The Caldwell Police Department currently possesses two armored vehicles. These vehicles were both acquired through the 1033 Program, being provided at no cost by the Federal government as demilitarized vehicles. Those vehicles are the MRAP Unit 112 and MATV Unit 103. Both vehicles are utilized for citizen and officer rescues, tactical medic transport and ballistic protection from firearms.

2. Currently, the MRAP vehicle has been with CPD for over 10 years, being utilized numerous times for operational missions with the SWAT team. That MRAP has already had two new transmissions replaced since CPD acquired it. This does not include the other various repairs that have been completed on the MRAP. The vehicle has not been operational for over eight months, as it needs a new transmission. That repair was evaluated at over $8,000 during the original inspection.

3. The MATV, our newest armored vehicle, has been with CPD for approximately 6 years. This armored vehicle is smaller and more agile than the latter, being utilized for SWAT missions primarily. The MATV is currently in the shop for repair, as it was originally sent to the shop for basic maintenance including batteries and an air brake fault. After being inspected, it was discovered that the transmission was destroyed. That quote is attached for $30, 924.59.

4. As of today, the Lenco Bearcat G3, that was approved for purchase in April 2026, has no ship date and no in service date. The only date currently in circulation is arrival before December 31, 2026. The plan was to utilize the MATV for the time being, hoping to send the MRAP back to the Federal government due to the needed repairs and lack of mission capabilities. Due to this, CPD has no operational armored rescue vehicles in the fleet.

CITY OF CALDWELL
PROFESSIONAL STANDARDS BUREAU
REX R. INGRAM
CHIEF OF POLICE
CALDWELL POLICE DEPARTMENT
110 SOUTH FIFTH AVENUE • CALDWELL, IDAHO 83605
www.cityofcaldwell.org
TELEPHONE: 208.455.3115
NON-EMERGENCY: 208.454.7531

5. I am respectfully requesting that Caldwell Police request emergency funding to repair the MATV. While I am aware that the funding to repair the MRAP is cheaper, that vehicle is older, worn, and does not have the mission capabilities that the MATV provides. Therefore, as the current SWAT Assistant Commander, it would be advantageous for the funding to be utilized for a more capable and more versatile vehicle.

6. The point of contact for this request is the undersigned, Sgt Jesse Cooper jcooper@cityofcaldwell.org.

Sergeant Jesse Cooper
Assistant SWAT Commander

KENWORTH SALES

323a La Fond St.
Caldwell, ID 83605

PH: (208) 454-2073
www.KenworthSalesCo.com

*** Customer Review ***
Date / Time: 6/17/2026 2:35:24PM
Repair Order: 456
Customer: 17478
Branch: CALDWELL
Invoice Total: $ 30,924.59

Charge

Bill To: CITY OF CALDWELL
PO BOX 1179
CALDWELL, ID 83606
Shop: 208-455-3072

Ship To: CITY OF CALDWELL
PO Box 1179
Caldwell, ID 83606-1179

Customer P/O	Created By	Completion Date
	jlopez	

Unit Number: 103 **Model Year: 2010** **Make/Model: OshKosh Other**
Type: Tractor **VIN: 10TBTAX34AS123730**

Task: 1 TRANS AUTO TRANSMISSION AUTOMATIC **Department: Service**

Complaint: R&R TRANSMISSION AS NEEDED
Cause: COOLER FAILED AND FILLED TRANSMISSION FULL OF COOLANT
Correction: INCLUDES REMOVAL OF COMPLETE SKID PLATE , TRANSMISSION, OIL COOLER, FLUSHING SYSTEM AND INSTALLATION OF ALL PARTS NEEDED

Supp.	Part	Description / Ref Number		U/M	Quantity	Price	Ext Price
	Env Fee	Environmental Service Charge	Misc		1.00	10.00	10.00
	3500SPWEL	SPECIAL PURPOSE 3500 ALLISON	Part	EA	1.00	6,233.75	6,233.75
	3500SPWEL-C	SPECIAL PURPOSE 3500 ALLISON -Core	Inherent		1.00	6,490.00	6,490.00
	9401006021	ANTIFREEZE-SHELLZON-6/1GA	Part	EA	10.00	20.85	208.50
	122062EXX	FLUID-DELVAC 1 ATF 4X1 GAL	Part	EA	7.00	41.17	288.19
	CC2610FLG	RESTORE CLEANER	Part	EA	2.00	33.33	66.66
	Transmission Cooler						
	2223909	SEAL GP	Part	EA	1.00	45.84	45.84
	2613816	GASKET-OIL P	Part	EA	1.00	58.45	58.45
	5-70-28X	KIT-STRAP&BOLTS,3/8	Part	EA	2.00	11.60	23.20
	3834731	ALLISON TRANSMISSION COOLER MATV	Part	EA	1.00	2,500.00	2,500.00

KENWORTH SALES™

323a La Fond St.
Caldwell, ID 83605

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*** Customer Review ***
Date / Time: 6/17/2026 2:35:24PM
Repair Order: 456
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Invoice Total: $ 30,924.59

Charge

Bill To: CITY OF CALDWELL
PO BOX 1179
CALDWELL, ID 83606
Shop: 208-455-3072

Ship To: CITY OF CALDWELL
PO Box 1179
Caldwell, ID 83606-1179

Customer P/O	Created By	Completion Date
	jlopez	

Totals

Total Parts:	**$9,424.59**
Total Core Chg:	**$6,490.00**
Total Core Ret:	**$0.00**
Total EHC:	**$0.00**
Total Labor:	**$14,400.00**
Total Miscellaneous:	**$10.00**
Total Shop Supplies:	**$600.00**
Invoice Subtotal:	**$30,924.59**
Total Tax:	**$0.00**
Invoiced Total:	**$30,924.59**

Payment Method
Charge

The customer ("Customer") acknowledges inspecting the repairs performed by Kenworth Sales Co., Inc. ("Seller") on Customer's equipment ("the Equipment") and accepts the same in satisfaction of the repairs requested by Customer from Seller ("the Repairs"). As consideration for the Repairs Customer agrees to the following terms and conditions. Customer will pay the total amount due, together with a service charge of 1-3/4% per month (21% per annum) on all amounts remaining unpaid after the 10th of the month following receipt, with a minimum charge of $15.00, and a daily storage fee of $30.00 for each piece of Equipment remaining with Seller 30 days after 1) completion of authorized repairs or 2) cessation of repairs/service for any reason. Customer will pay all collection costs including a reasonable attorney's fee, and hereby waives all claims or rights to claim exemptions under applicable state laws. Customer grants Seller an express Repairman's Lien on the Equipment for the value of the parts and any services provided and warrants that no 3rd party holds a superior lien on the Equipment except as disclosed by Customer. Any warranties on the product(s) sold hereby are those of the manufacturer. Warranty claims must be submitted within 30 days of discovery of defect. Seller disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the merchandise or services hereunder. Claims for adjustments or credits must be made within ten (10) days of the date of this document and must be accompanied by a complete copy of this document. Customer acknowledges that in the course of performing the Repairs, Seller may have connected the Equipment to Original Equipment Manufacturer ("OEM") approved electronic equipment, and that such tool may reset the operating parameters of the Equipment to OEM required settings. Customer accepts any and all risks that may occur in the event of a conflict between such original OEM settings and any post-production modifications made by Customer to the Equipment. Customer releases Seller from liability for any damages to the Equipment or its contents due to loss, theft, destruction, or causes other than gross negligence, and further releases Seller from liability for down time, damage to cargo, or other damage related to delays in completing the requested repairs and/or delay in obtaining parts.

Customer Signature _____

Memorandum

To:

City Council

Meeting Date:

July 6, 2026

Item Name:

Consider Bill No. 23, Ordinance No. 3757 for annexation of Cirrus Point West Subdivision into the Caldwell Municipal Irrigation District

Summary Statement:

Requested Action: Waive Three Reading Rule.

Approve irrigation annexation ordinance.

Approve Summary for publication

Attached are requests by the owners of the above mentioned development to annex into the Caldwell Municipal Irrigation District. Also attached is a proposed ordinance to accomplish the same. This annexation comprises 102 buildable lots and 15 common lots. Total irrigable acreage 5.57. Total gross acreage 38.26.

Recommended Action:

It is the recommendation of the Engineering Department that Council approves the annexation as submitted.

Budget:

Cost:
GL Account:
Timeline:
Department:
Project Manager:

Attachments:

1. 2. Cirrus Pointe 9 Annexation letter
2. Annexation M&R_Cirrus West

Docusign Envelope ID: 5497D24E-B558-80A9-810D-095FF0B25F1D

LENNAR®

City of Caldwell
Development Services
621 Cleveland Blvd.
Caldwell, ID 83605

April 06, 2025

RE: Cirrus Pointe Subdivision Phase 9 – Irrigation Annexation Request

To Whom It May Concern:

On behalf of Lennar Homes of Idaho, LLC, developer of the Cirrus Pointe Phase 9 Subdivision, I hereby request that the City of Caldwell annex this development into the Caldwell Municipal Irrigation District.

Sincerely,

Darren Lloyd
Land Development Manager

Signed by:
Darren Lloyd
A14F695F2139426...

MEMORANDUM

TO: Caldwell City Council
Meeting Date ___July 6_____, 2025

AGENDA ITEM INFORMATION				
SUBJECT: Annexation of Cirrus Point West Subdivision into the Caldwell Municipal Irrigation District		***Department Submittals***	***X to mark***	***Initials***
		Building Department		
		CDBG		
		Clerk		
		City Attorney		
		Finance Department		
		Human Resources		
		Planning & Zoning		
		Fire Department		
		Police Department		
		Public Works		
		Street Department		
		Water Department		
		WWTP		
		Engineering	X	JC
		Mapping		
COST IMPACT:	$0.00	Parks and Recreation		
FUNDING SOURCE:		Airport		
		Information Systems		
TIMELINE:		Golf Course		
		OTHER:		

Finance Review ☐ ***Budgeted*** ☐ ***Not Budgeted*** ☐

SUMMARY STATEMENT:

Requested Action: Waive Three Reading Rule.
Approve irrigation annexation ordinance.
Approve Summary for publication

Attached are requests by the owners of the above mentioned development to annex into the Caldwell Municipal Irrigation District. Also attached is a proposed ordinance to accomplish the same. This annexation comprises 102 buildable lots and 15 common lots. Total irrigable acreage 5.57. Total gross acreage 38.26.

RECOMMENDED ACTION:

It is the recommendation of the Engineering Department that Council approves the annexation as submitted.

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 plats listed below, along with their respective instrument numbers, all recorded in Canyon County, Idaho.

Cirrus Pointe West Subdivision (Inst. No. 2025040896)

Section 3: That the City Engineer of said city is hereby directed to record this Ordinance, to forward a copy of said Ordinance to Wilder 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 Wilder 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 Wilder 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 July 6, 2026, whichever is later.

PASSED BY THE COUNCIL of the City of Caldwell, Idaho, this 6th day of July, 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho, this 6th day of July, 2026.

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

Memorandum

To:

City Council

Meeting Date:

July 6, 2026

Item Name:

Consider Bill No. 22, Ordinance No. 3756 for annexation of Chickasaw Subdivision Phase 1 into the Caldwell Municipal Irrigation District, and approve the summary for publication

Summary Statement:

Attached are requests by the owners of the above mentioned development to annex into the Caldwell Municipal Irrigation District. Also attached is a proposed ordinance to accomplish the same. This annexation comprises 30 buildable lots and 5 common lots. Total irrigable acreage 8.1.

Recommended Action:

It is the recommendation of the Engineering Department that Council approves the annexation as submitted.

Budget:

Cost:
GL Account:
Timeline:
Department:
Project Manager:

Attachments:

None

Regular **Item:** 6.

Memorandum

To:

City Council

Meeting Date:

July 6, 2026

Item Name:

Consider Caldwell Financial Reports

Summary Statement:

Recommended Action:

Budget:

Cost:
GL Account:
Timeline:
Department:
Project Manager:

Attachments:

1. Checks by Date 06.06.26-06.29.26
2. Council Memo 07.01.26
3. Council Report 07.01.26

Bank Reconciliation

Checks by Date

User: ecarter
Printed: 06/29/2026 - 9:34AM
Cleared and Not Cleared Checks

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
0	6/5/2026	AUTO DEBIT ONLY US Bank PCard		AP		45,110.54
0	6/10/2026	Pepsi-Cola		AP		2,069.16
194111	6/10/2026	120 Water Inc		AP		2,026.06
194112	6/10/2026	ABC Pumping Services LLC		AP		430.00
194113	6/10/2026	ACDS Inc		AP		1,253.85
194114	6/10/2026	Acrisure West Insurance Services LLC		AP		1,536.50
194115	6/10/2026	Acushnet Company		AP		79.38
194116	6/10/2026	Adobe Inc		AP		777.24
194117	6/10/2026	Advanced Control Systems LLC		AP		20,748.75
194118	6/10/2026	AME Electric Inc		AP		9,281.00
194119	6/10/2026	American Construction Supply and Rent		AP		18.40
194120	6/10/2026	Association Of Idaho Cities		AP		250.00
194121	6/10/2026	Automatic Ice Company		AP		6,271.00
194122	6/10/2026	Bark Blowers		AP		14,764.00
194123	6/10/2026	Beacon Home Services Inc		AP		5,478.08
194124	6/10/2026	Boise Peterbilt Inc Caldwell Peterbilt		AP		14,986.58
194125	6/10/2026	Bowen Collins and Associates Inc		AP		914.00
194126	6/10/2026	Burks Tractor LLC		AP		871.43
194127	6/10/2026	Caldwell Auto Supply		AP		90.62
194128	6/10/2026	Caldwell Printing LLC		AP		712.79
194129	6/10/2026	Caldwell True Value		AP		51.59
194130	6/10/2026	Caldwell Veterinary Hospital		AP		16.00
194131	6/10/2026	Callaway		AP		4,817.60
194132	6/10/2026	Prosecuting Attorneys Office Canyon Co		AP		29,203.00
194133	6/10/2026	Canyon County Sheriffs Office		AP		81,954.50
194134	6/10/2026	Canyon County Solid Waste		AP		5,174.56
194135	6/10/2026	Caxton Printers Ltd		AP		35.49
194136	6/10/2026	CenturyLink		AP		1.01
194137	6/10/2026	CenturyLink		AP		2,722.96
194138	6/10/2026	Christensen Inc		AP		2,271.64
194139	6/10/2026	Cobblestone Idaho OPCO LLC		AP		2,160.00
194140	6/10/2026	Code 4 Abatement LLC		AP		3,595.00
194141	6/10/2026	Commercial Tire		AP		61.00
194142	6/10/2026	Commerical Tire Inc.		AP		1,123.00
194143	6/10/2026	Core and Main LP		AP		0.00
194144	6/10/2026	Corwin Ford		AP		254.00
194145	6/10/2026	Crown Utilities LLC		AP		121.09
194146	6/10/2026	Cushing Terrell		AP		12,275.78
194147	6/10/2026	Cutting Edge Services LLC		AP		2,446.41
194148	6/10/2026	DeBest Plumbing Inc		AP		535.00
194149	6/10/2026	DEX Imaging LLC		AP		123.88
194150	6/10/2026	DIRECTV Entertainment Holdings LLC		AP		169.39
194151	6/10/2026	DKS Associates		AP		95,101.37
194152	6/10/2026	Douglas D Shepherd		AP		275.00
194153	6/10/2026	Sabrina Durtschi		AP		599.98
194154	6/10/2026	Dye-Namic Duo LLC		AP		1,199.00

194155	6/10/2026	Enterprise FM Trust	AP	134,835.06
194156	6/10/2026	Experian	AP	104.72
194157	6/10/2026	Express Employment Professionals	AP	5,291.73
194158	6/10/2026	Fairbank Equipment Inc	AP	349.51
194159	6/10/2026	Ferguson Waterworks	AP	1,040.42
194160	6/10/2026	Forsgren Associates Inc	AP	18,235.00
194161	6/10/2026	Franklin Building Supply	AP	117.00
194162	6/10/2026	Kailey Geary	AP	200.00
194163	6/10/2026	Goble Sampson and Associates Inc	AP	1,629.16
194164	6/10/2026	Gregg's Window Cleaning Sevices	AP	75.00
194165	6/10/2026	Grimco Inc	AP	1,294.00
194166	6/10/2026	Gym Outfitters	AP	791.14
194167	6/10/2026	Hardin Sanitation	AP	442.05
194168	6/10/2026	HD Fowler Company	AP	945.13
194169	6/10/2026	Hilty Bower Haws and Seable PLLC	AP	25,937.75
194170	6/10/2026	Idaho GCSAA	AP	530.00
194171	6/10/2026	Idaho Golf Association Inc	AP	120.00
194172	6/10/2026	Idaho Materials and Construction	AP	10,472.29
194173	6/10/2026	Idaho Power	AP	139,958.67
194174	6/10/2026	Idaho Tool and Equipment	AP	80.19
194175	6/10/2026	Idaho Traffic Control	AP	2,855.00
194176	6/10/2026	Integrity Pump Solutions Inc	AP	1,642.00
194177	6/10/2026	J & N Tactical	AP	1,510.00
194178	6/10/2026	Jace Hvac LLC	AP	312.00
194179	6/10/2026	Jacobs Engineering Group Inc	AP	3,995.00
194180	6/10/2026	Joseph Elliott USA LLC	AP	1,482.60
194181	6/10/2026	J-U-B Engineers Inc	AP	9,331.15
194182	6/10/2026	Kendall Dealership Holdings LLC	AP	1,774.01
194183	6/10/2026	Kenworth Sales Company	AP	60.98
194184	6/10/2026	Kittelson and Associates Inc	AP	1,410.00
194185	6/10/2026	Melissa Langan	AP	420.00
194186	6/10/2026	Michael Gene Laughridge	AP	594.00
194187	6/10/2026	Lawn Master LLC	AP	2,963.83
194188	6/10/2026	Layne Pump and Supply LLC	AP	6,717.51
194189	6/10/2026	Lifeloc Technologies	AP	575.41
194190	6/10/2026	LONG Building Technologies Inc	AP	66.50
194191	6/10/2026	Michael Kane and Associates	AP	1,867.50
194192	6/10/2026	Mizuno USA INC - NDC	AP	571.21
194193	6/10/2026	Motion and Flow	AP	382.37
194194	6/10/2026	Nampa Paving and Asphalt Co	AP	1,046,355.83
194195	6/10/2026	Heather Nicodemus	AP	440.00
194196	6/10/2026	Northwest Excavation LLC	AP	11,400.00
194197	6/10/2026	Northwest Scientific Inc	AP	1,012.54
194198	6/10/2026	Nuisance Nabbers	AP	240.00
194199	6/10/2026	Orion Integration Group	AP	23,703.97
194200	6/10/2026	Oxarc Inc	AP	2,427.59
194201	6/10/2026	Paige Mechanical Group Inc	AP	1,800.00
194202	6/10/2026	Personnel Plus	AP	26,121.64
194203	6/10/2026	PortaPros LLC	AP	69.00
194204	6/10/2026	Prime Plumbing LLC	AP	8,325.00
194205	6/10/2026	Professional Training Association	AP	684.00
194206	6/10/2026	Public Safety Answers LLC	AP	2,000.00
194207	6/10/2026	Quadient Inc	AP	351.82
194208	6/10/2026	Radiotronics	AP	336.00
194209	6/10/2026	RDK Corporation	AP	250.00
194210	6/10/2026	Eric Resendez	AP	440.00

194211	6/10/2026	Restaurant Essentials LLC	AP	260.46
194212	6/10/2026	Rider Restrooms LLC	AP	500.00
194213	6/10/2026	Rodda Paint Co	AP	373.50
194214	6/10/2026	Vera Rose	AP	962.50
194215	6/10/2026	Edward Russell	AP	4,483.50
194216	6/10/2026	Salt Lake Wholesale Sports Inc	AP	402.15
194217	6/10/2026	Alec L Sarrazolla	AP	600.00
194218	6/10/2026	Scent of Color Greenhouse	AP	330.00
194219	6/10/2026	Shamrock Foods Company	AP	3,253.63
194220	6/10/2026	Ship It LLC	AP	732.40
194221	6/10/2026	Simplot Partners	AP	4,648.00
194222	6/10/2026	Smarsh Inc	AP	42.95
194223	6/10/2026	Smiths Lawn Mower Sales and Service	AP	89.80
194224	6/10/2026	Stantec Consulting Services Inc	AP	28,332.50
194225	6/10/2026	Stark Landscape Inc	AP	11,006.00
194226	6/10/2026	State of Idaho	AP	125.00
194227	6/10/2026	Stein Distributing Company Inc	AP	29.33
194228	6/10/2026	Sunbelt Rentals	AP	23.45
194229	6/10/2026	Tacoma Screw Products Inc	AP	3,235.95
194230	6/10/2026	Tates Rents	AP	266.80
194231	6/10/2026	TaylorMade	AP	1,798.28
194232	6/10/2026	The Odom Corporation	AP	1,839.83
194233	6/10/2026	Andrew Thomas	AP	238.00
194234	6/10/2026	Erin Lee Ann Thornbrugh	AP	200.00
194235	6/10/2026	TMB Services LLC	AP	1,590.40
194236	6/10/2026	Top Gun Pest Control	AP	208.00
194237	6/10/2026	Tour Edge Golf Mfg Inc	AP	171.00
194238	6/10/2026	Treasure Valley Coffee Inc	AP	222.15
194239	6/10/2026	TRQ Concrete and Asphalt LLC	AP	28,619.20
194240	6/10/2026	Tyler Technologies Inc	AP	4,960.00
194241	6/10/2026	Uniforms 2 Gear	AP	427.93
194242	6/10/2026	Union Pacific Railroad Company	AP	11,651.99
194243	6/10/2026	United Site Services A Company Inc	AP	215.00
194244	6/10/2026	Valley ViewTowing Inc	AP	115.00
194245	6/10/2026	Kevin Wagner	AP	588.00
194246	6/10/2026	West Valley Humane Society	AP	670.00
194247	6/10/2026	Western Records Destruction	AP	52.00
194248	6/10/2026	Western States Automation	AP	3,493.71
194249	6/10/2026	Wildwood Tree Care LLC	AP	2,500.00
194250	6/10/2026	Woodys Outdoor Power	AP	81.86
194251	6/10/2026	Xerox Corporation	AP	860.21
9992267	6/10/2026	A Gem Supply	AP	2.95
9992268	6/10/2026	Analytical Laboratories Inc	AP	374.00
9992269	6/10/2026	CDW Government Inc	AP	2,484.57
9992270	6/10/2026	Cintas Corporation No 3	AP	1,251.97
9992271	6/10/2026	Crane Alarm Service	AP	1,976.25
9992272	6/10/2026	D and B Supply Company	AP	640.59
9992273	6/10/2026	DuBois Chemicals Inc	AP	1,116.74
9992274	6/10/2026	Electrical Wholesale Supply Co Inc	AP	232.88
9992275	6/10/2026	Fire Extinguisher Co Inc	AP	55.00
9992276	6/10/2026	Good Year/Wingfoot Commercial Tire	AP	97.75
9992277	6/10/2026	Gordon Truck Centers Inc	AP	76.86
9992278	6/10/2026	High Desert Harley Davidson	AP	6,050.38
9992279	6/10/2026	Hughes Fire Equipment Inc	AP	2,968.63
9992280	6/10/2026	Idaho Press Tribune	AP	2,349.31
9992281	6/10/2026	Integrity Inspection Solutions Inc	AP	5,750.00

9992282	6/10/2026	Intermountain Communications	AP	170.00
9992283	6/10/2026	Jones Williams Fuhman Gourley PA	AP	1,129.14
9992284	6/10/2026	L N Curtis and Sons	AP	86.62
9992285	6/10/2026	Norco Inc	AP	239.63
9992286	6/10/2026	Pacific Office Automation	AP	210.82
9992287	6/10/2026	Quality Trailer Works Inc	AP	527.90
9992288	6/10/2026	RMT Equipment	AP	48,571.79
9992289	6/10/2026	Specialty Construction Supply	AP	2,700.00
9992290	6/10/2026	ULine	AP	367.33
9992291	6/10/2026	ZOLL Medical Corporation	AP	862.40
0	6/15/2026	Idaho Sales Tax Division	AP	23,934.08
194252	6/17/2026	1st Avenue Property Management	AP	78.98
194253	6/17/2026	2C Sign Shop	AP	405.00
194254	6/17/2026	Kristin or Keith Abbott	AP	189.86
194255	6/17/2026	Abuelita's Daycare LLC	AP	55.95
194256	6/17/2026	Lisa Achenbach	AP	101.55
194257	6/17/2026	ACS LLC	AP	15.00
194258	6/17/2026	Leizel Adams or Julius Romero	AP	61.18
194259	6/17/2026	Michael Adelman	AP	2.83
194260	6/17/2026	Adventure Property Management	AP	71.25
194261	6/17/2026	All Valley Appliance Repair LLP	AP	125.00
194262	6/17/2026	Allied Business Solutions Inc	AP	179.93
194263	6/17/2026	AME Electric Inc	AP	3,585.00
194264	6/17/2026	Rebekah or James Amend	AP	79.95
194265	6/17/2026	Autumn Anderson	AP	204.80
194266	6/17/2026	Ardurra Group Inc	AP	640.00
194267	6/17/2026	Alan or Deborah Arnold	AP	93.81
194268	6/17/2026	Arnold Machinery Co	AP	106.83
194269	6/17/2026	ASC Inc	AP	17,950.00
194270	6/17/2026	AT T Mobility - CC	AP	2,967.56
194271	6/17/2026	Melissa or David Ballard	AP	133.39
194272	6/17/2026	BDP Industries	AP	2,175.87
194273	6/17/2026	Carol Bicknese	AP	42.84
194274	6/17/2026	James or Lynnette Boeder	AP	99.33
194275	6/17/2026	Boise Peterbilt Inc Caldwell Peterbilt	AP	4,395.02
194276	6/17/2026	Daniel Bonilla	AP	190.87
194277	6/17/2026	David or Rose Ann Bowen	AP	118.96
194278	6/17/2026	Bowen Collins and Associates Inc	AP	47,704.00
194279	6/17/2026	Cynthia Braaksma	AP	241.24
194280	6/17/2026	ByteSpeed LLC	AP	1,290.00
194281	6/17/2026	Caldwell Auto Supply	AP	58.82
194282	6/17/2026	Caldwell True Value	AP	198.31
194283	6/17/2026	Tristan Campbell	AP	193.00
194284	6/17/2026	Kara or Anthony Campitelli	AP	73.13
194285	6/17/2026	Canyon County Fleet	AP	1,499.07
194286	6/17/2026	Canyon County Solid Waste	AP	3,148.25
194287	6/17/2026	Madison or Isaac Casebolt	AP	100.19
194288	6/17/2026	Caxton Printers Ltd	AP	225.00
194289	6/17/2026	CenturyLink	AP	267.30
194290	6/17/2026	Candi Christel	AP	47.49
194291	6/17/2026	Christensen Inc	AP	1,778.84
194292	6/17/2026	Angelica Cisneros	AP	194.60
194293	6/17/2026	Michael Clements	AP	230.00
194294	6/17/2026	Code 4 Abatement LLC	AP	1,550.00
194295	6/17/2026	Cold Steel Drilling	AP	1,176.82
194296	6/17/2026	Commercial Tire	AP	5,536.40

194297	6/17/2026	Core and Main LP	AP	14,012.71
194298	6/17/2026	CORE Construction Inc	AP	125,706.53
194299	6/17/2026	James or Mary Cox	AP	9.33
194300	6/17/2026	Jeanne Cridebring	AP	33.00
194301	6/17/2026	Cushing Terrell	AP	42,410.69
194302	6/17/2026	Cutting Edge Services LLC	AP	467.18
194303	6/17/2026	John or Randi Davis	AP	196.13
194304	6/17/2026	Kevin Davis	AP	115.33
194305	6/17/2026	DEX Imaging LLC	AP	316.37
194306	6/17/2026	Miguel Diaz	AP	147.86
194307	6/17/2026	Sean Donnelly	AP	190.98
194308	6/17/2026	Lanae or Will Dorroh	AP	60.74
194309	6/17/2026	Jashiel Doumer	AP	97.09
194310	6/17/2026	Ecolube Recovery LLC	AP	224.20
194311	6/17/2026	Casey Eells	AP	223.71
194312	6/17/2026	David or Frances Eicholtz	AP	70.00
194313	6/17/2026	Thomas or Angela Eiman	AP	205.21
194314	6/17/2026	Joseph or Amy Eixenberger	AP	295.81
194315	6/17/2026	Engineering Services and Products Comp	AP	9,743.23
194316	6/17/2026	Fairbank Equipment Inc	AP	5.77
194317	6/17/2026	Ferguson Waterworks	AP	182.24
194318	6/17/2026	Peter or Shannon Feutz	AP	124.67
194319	6/17/2026	FlagShooter Inc	AP	229.62
194320	6/17/2026	Mary Flaschner	AP	77.27
194321	6/17/2026	Donna Flores	AP	191.90
194322	6/17/2026	Freedom Beverage Distributing Corp	AP	210.00
194323	6/17/2026	Keagen Freeman	AP	80.65
194324	6/17/2026	Sarah Good	AP	63.25
194325	6/17/2026	Bailey Gourde	AP	106.68
194326	6/17/2026	Grainger	AP	3,664.05
194327	6/17/2026	Lesley Gunson	AP	93.29
194328	6/17/2026	Kathy or Michael Hales	AP	102.81
194329	6/17/2026	HD Fowler Company	AP	2,634.59
194330	6/17/2026	HD Supply Inc	AP	225.72
194331	6/17/2026	HDR Engineering Inc	AP	11,091.70
194332	6/17/2026	Susan Helkenn	AP	153.55
194333	6/17/2026	Adam or Marcie Henricksen	AP	158.91
194334	6/17/2026	High Mountain Dirtworks	AP	288.59
194335	6/17/2026	Highmark Capital LLC	AP	7,027.88
194336	6/17/2026	Hilty Bower Haws and Seable PLLC	AP	12,619.52
194337	6/17/2026	Demi or Samuel Hoff Jr	AP	18.02
194338	6/17/2026	Elizabeth Holst	AP	97.22
194339	6/17/2026	Cori or Christa Holt	AP	133.52
194340	6/17/2026	Honorable K9 LLC	AP	405.00
194341	6/17/2026	Horrocks LLC	AP	30,054.72
194342	6/17/2026	Savanna Houser	AP	75.82
194343	6/17/2026	Mike Hubbard	AP	100.45
194344	6/17/2026	Idaho Asphalt Supply	AP	75,618.55
194345	6/17/2026	Idaho Materials and Construction	AP	601,193.89
194346	6/17/2026	Idaho Tractor Inc	AP	178.53
194347	6/17/2026	IDVILLE Inc	AP	3,697.70
194348	6/17/2026	Intermountain Gas Company	AP	7,211.55
194349	6/17/2026	HILIBERTO JASSO	AP	122.45
194350	6/17/2026	Jayker Re Wholesale Nursery Inc	AP	4,047.36
194351	6/17/2026	Jenkins Marketing Co LLC	AP	412.50
194352	6/17/2026	Erick G. Jimenez	AP	230.00

194353	6/17/2026	Pamela Johnson	AP	48.83
194354	6/17/2026	Devin Jolley	AP	188.31
194355	6/17/2026	Daniel Kelleher Estate	AP	89.84
194356	6/17/2026	Keller Associates	AP	72,117.03
194357	6/17/2026	Kiwanis Club Of Caldwell	AP	80.00
194358	6/17/2026	Lou Ann Kreutzer or Kerby Dymoke	AP	2.32
194359	6/17/2026	Sadie Kunz	AP	7.13
194360	6/17/2026	L4 Development LLC	AP	19,640.55
194361	6/17/2026	Denise Lentini-Ley	AP	46.13
194362	6/17/2026	Alexis Leong	AP	112.96
194363	6/17/2026	Level 3 Communications LLC	AP	583.51
194364	6/17/2026	Rylee Lindsay	AP	51.81
194365	6/17/2026	Jordan or Kathryn Link	AP	204.82
194366	6/17/2026	Gavin Lopez	AP	31.86
194367	6/17/2026	Lurres Construction	AP	23,120.63
194368	6/17/2026	Chad Mann	AP	73.02
194369	6/17/2026	Dylan Matkovich	AP	110.00
194370	6/17/2026	Carol Mc Arthur-Taylor	AP	79.80
194371	6/17/2026	Hector Mendoza	AP	125.79
194372	6/17/2026	MetroQuip Inc	AP	866.96
194373	6/17/2026	Louise Michels	AP	154.79
194374	6/17/2026	Hayley or Gregory Miller	AP	111.42
194375	6/17/2026	MITERS & SUCH LLC	AP	191.68
194376	6/17/2026	Motion and Flow	AP	58.26
194377	6/17/2026	Northwest Excavation LLC	AP	18,486.00
194378	6/17/2026	Nutrien AG Solutions Inc	AP	363.10
194379	6/17/2026	NWESTCO	AP	29.20
194380	6/17/2026	OReilly Automotive Stores Inc	AP	121.99
194381	6/17/2026	Pacific Backflow LLC	AP	455.00
194382	6/17/2026	Jessica Parli	AP	78.39
194383	6/17/2026	Molly or Mark Parsons	AP	20.79
194384	6/17/2026	PATRICIA PETERSON	AP	54.73
194385	6/17/2026	Eric Phillips	AP	10.00
194386	6/17/2026	Precision Engineering LLC	AP	7,495.00
194387	6/17/2026	Quadient Finance USA Inc	AP	220.80
194388	6/17/2026	Rambo Sand and Gravel Co	AP	5,724.55
194389	6/17/2026	Ernie Randolph or Michelle Walo	AP	117.39
194390	6/17/2026	Reading Truck Equipment LLC	AP	2,852.36
194391	6/17/2026	KENNETH REED	AP	32.18
194392	6/17/2026	Diana Register	AP	11.25
194393	6/17/2026	Republic Services	AP	225.56
194394	6/17/2026	Republic Services	AP	719,697.61
194395	6/17/2026	Patrick or Danielle Richardson	AP	72.20
194396	6/17/2026	RMT Equipment	AP	73,071.79
194397	6/17/2026	Rodda Paint Co	AP	2.76
194398	6/17/2026	Erica Rojas	AP	339.27
194399	6/17/2026	Wendy Rosales	AP	326.90
194400	6/17/2026	Darla Rumsey	AP	3.81
194401	6/17/2026	David Saindon	AP	96.14
194402	6/17/2026	Samuel Sanders	AP	114.39
194403	6/17/2026	Schmidt Pipe LLC	AP	68,248.69
194404	6/17/2026	Linda Scott	AP	166.87
194405	6/17/2026	Rebecca Lynn or Randolph William Settl	AP	76.66
194406	6/17/2026	Shamrock Foods Company	AP	2,179.90
194407	6/17/2026	Ship It LLC	AP	110.00
194408	6/17/2026	Ship It LLC	AP	37.36

194409	6/17/2026	Richard Silva	AP	60.00
194410	6/17/2026	Simplot Partners	AP	7,364.50
194411	6/17/2026	Patricia L Sjoboen	AP	91.34
194412	6/17/2026	Christy Smith	AP	80.59
194413	6/17/2026	Misty Smith or Marc Owens	AP	91.36
194414	6/17/2026	SNH Investments LLC	AP	162.84
194415	6/17/2026	Sparklight	AP	2,570.45
194416	6/17/2026	Standard Plumbing Supply	AP	149.16
194417	6/17/2026	Star Fire Protection District	AP	877.90
194418	6/17/2026	Stein Distributing Company Inc	AP	1,050.77
194419	6/17/2026	Hope Stillmock	AP	30.87
194420	6/17/2026	Stitch n Giggles	AP	154.06
194421	6/17/2026	Strata, Inc	AP	1,275.00
194422	6/17/2026	Sunbelt Rentals	AP	17.50
194423	6/17/2026	Superior Signs	AP	75.00
194424	6/17/2026	Tacoma Screw Products Inc	AP	775.65
194425	6/17/2026	Tom & Sara Taylor/Chase	AP	225.47
194426	6/17/2026	Israel Tellez	AP	84.84
194427	6/17/2026	The Ewing Company Inc	AP	232,055.47
194428	6/17/2026	The Land Group Inc	AP	1,280.00
194429	6/17/2026	Timber Creek Recycling LLC	AP	11,601.70
194430	6/17/2026	Titanium Excavation LLC	AP	1,104.42
194431	6/17/2026	Top Gun Pest Control	AP	120.00
194432	6/17/2026	Barbara Torrence	AP	143.63
194433	6/17/2026	TPG AG EHC SD LEN MULTI STATE I	AP	45.05
194434	6/17/2026	Lisa Trapold	AP	199.91
194435	6/17/2026	Treasure Valley Drilling LLC	AP	10,359.00
194436	6/17/2026	TRQ Concrete and Asphalt LLC	AP	890.00
194437	6/17/2026	Kaitlin Trujillo	AP	64.46
194438	6/17/2026	Turf Equipment and Irrigation	AP	1,042.61
194439	6/17/2026	Bobby Ulferts	AP	28.40
194440	6/17/2026	Union Pacific Railroad Company	AP	4,517.28
194441	6/17/2026	United Parcel Service Inc	AP	73.99
194442	6/17/2026	Valley Property Management	AP	113.68
194443	6/17/2026	Valley ViewTowing Inc	AP	457.50
194444	6/17/2026	Valli Information Systems	AP	24,923.14
194445	6/17/2026	Verizon Wireless	AP	18.45
194446	6/17/2026	Western Records Destruction	AP	175.00
194447	6/17/2026	Western States Automation	AP	3,433.23
194448	6/17/2026	Wildwood Tree Care LLC	AP	6,460.00
194449	6/17/2026	Kim or Greg or Zach Wilkes	AP	80.40
194450	6/17/2026	Wood Brothers Trucking and Constructio	AP	1,319.59
194451	6/17/2026	Woodys Outdoor Power	AP	7.12
194452	6/17/2026	Katie Wright	AP	130.61
194453	6/17/2026	John Wunder	AP	35.29
194454	6/17/2026	Xerox Corporation	AP	200.10
194455	6/17/2026	Jeffry Yarbrough or Rachell Hilde	AP	13.33
194456	6/17/2026	Gregory Zajdel	AP	2.40
194457	6/17/2026	Grace Zehr or Andrew Gillette	AP	80.89
9992292	6/17/2026	A Gem Supply	AP	99.14
9992293	6/17/2026	Analytical Laboratories Inc	AP	2,008.00
9992294	6/17/2026	Bennett Machine and Welding Work	AP	1,500.00
9992295	6/17/2026	C R Higer Plumbing Inc	AP	276.82
9992296	6/17/2026	Campbell Tractor Company	AP	113.25
9992297	6/17/2026	CDW Government Inc	AP	7,061.68
9992298	6/17/2026	Cintas Corporation No 3	AP	986.40

9992299	6/17/2026	Crane Alarm Service	AP	843.00
9992300	6/17/2026	D and B Supply Company	AP	990.44
9992301	6/17/2026	Gem State Paper and Supply Co	AP	4,714.70
9992302	6/17/2026	Hopper Electric Inc	AP	1,824.33
9992303	6/17/2026	Interwest Supply	AP	6,931.20
9992304	6/17/2026	Jones Williams Fuhman Gourley PA	AP	357.50
9992305	6/17/2026	L N Curtis and Sons	AP	7,634.34
9992306	6/17/2026	Lawson Products Inc	AP	87.99
9992307	6/17/2026	Motion Industries	AP	512.72
9992308	6/17/2026	Norco Inc	AP	65.83
9992309	6/17/2026	Rocky Mountain Steel	AP	27.63
9992310	6/17/2026	Rogers Tire Pros and Auto Care Center	AP	93.00
9992311	6/17/2026	Specialty Construction Supply	AP	2,000.00
9992312	6/17/2026	Thrasher Golf Inc	AP	153.00
9992313	6/17/2026	Twin Cities Electric	AP	5,573.80
0	6/18/2026	Caldwell Flex Plan	AP	10,204.10
0	6/18/2026	Caldwell Health Care Pl Trust	AP	283,024.57
0	6/18/2026	EFTPS IRS withdraw DO NOT CASH	AP	253,456.31
0	6/18/2026	Idaho State Tax Commission	AP	39,308.61
0	6/18/2026	PERSI Fire Voluntary Retiremnt	AP	23,913.35
0	6/18/2026	PERSI Voluntary Retirement	AP	35,874.70
0	6/18/2026	PERSI Voluntary Retirement Con	AP	11,206.75
0	6/18/2026	Public Employee Fire Retirement	AP	76,276.54
0	6/18/2026	Public Employee Fire Retirement	AP	22,639.65
0	6/18/2026	Public Employee Retirement	AP	200,646.82
0	6/18/2026	Washington State Support Registry	AP	219.79
194458	6/18/2026	American Family Life Assurance	AP	569.26
194459	6/18/2026	Business Planning Concepts Inc	AP	232.00
194460	6/18/2026	Caldwell Fraternal Order of Police Lodge	AP	1,774.00
194461	6/18/2026	Canyon County Sheriff Garnishments Civ	AP	1,227.93
194462	6/18/2026	City Of Caldwell Treasurer	AP	2.50
194463	6/18/2026	Colonial Life and Accident Insurance Co	AP	2,626.09
194464	6/18/2026	Idaho Child Support Receipting	AP	723.92
194465	6/18/2026	Int l Firefighters LAFF 1821	AP	3,957.67
194466	6/18/2026	Montana CSSD	AP	299.76
194467	6/18/2026	Nationwide Retirement Solutions	AP	12,944.09
194468	6/18/2026	Northwest Firefighters Benefits Trust	AP	79,924.28
194469	6/18/2026	Ohio Child Support Payment Central	AP	235.38
194470	6/18/2026	United Heritage Life Insurance Company	AP	3,273.07
194471	6/18/2026	Willamette Dental Group	AP	2,424.63
194472	6/24/2026	1st Avenue Property Management	AP	125.87
194473	6/24/2026	A Gem Supply	AP	102.09
194474	6/24/2026	Acrisure West Insurance Services LLC	AP	1,536.50
194475	6/24/2026	Acushnet Company	AP	4,258.76
194476	6/24/2026	Heath Albers	AP	432.00
194477	6/24/2026	Amazon Capital Services	AP	11,932.19
194478	6/24/2026	AME Electric Inc	AP	43,047.00
194479	6/24/2026	Anixter Inc	AP	97.08
194480	6/24/2026	Automotive and Industrial Distributors of	AP	2,550.04
194481	6/24/2026	Angela Beckman	AP	126.54
194482	6/24/2026	Bluebird Truck Wash LLC	AP	149.00
194483	6/24/2026	Boise Sales Company	AP	1,000.00
194484	6/24/2026	BRIGHTON HOMES	AP	121.14
194485	6/24/2026	Burgess Pump and Supply LLC	AP	1,005.00
194486	6/24/2026	Burks Tractor LLC	AP	19.80
194487	6/24/2026	BVA NORTH RANCH RETAIL 2, LLC	AP	1,817.71

194488	6/24/2026	Caldwell Auto Supply	AP	210.54
194489	6/24/2026	Caldwell True Value	AP	166.08
194490	6/24/2026	Canyon County Fleet	AP	1,396.16
194491	6/24/2026	Canyon County Solid Waste	AP	3,019.00
194492	6/24/2026	Caxton Printers Ltd	AP	530.00
194493	6/24/2026	CenturyLink	AP	2,677.13
194494	6/24/2026	Kim Chalker	AP	77.88
194495	6/24/2026	Christensen Inc	AP	1,569.22
194496	6/24/2026	Civil Werx	AP	1,350.68
194497	6/24/2026	Code 4 Abatement LLC	AP	4,520.00
194498	6/24/2026	Coldtech Refrigeration LLC	AP	3,175.28
194499	6/24/2026	Commercial Glass Inc	AP	240.00
194500	6/24/2026	Commercial Tire	AP	176.40
194501	6/24/2026	Core and Main LP	AP	66,500.40
194502	6/24/2026	Cutting Edge Services LLC	AP	336.51
194503	6/24/2026	Dans Pump and Filter LLC	AP	450.00
194504	6/24/2026	DATABLAZE	AP	79.90
194505	6/24/2026	Charles Davidson	AP	50.00
194506	6/24/2026	Hattie or Joshua Davis	AP	230.78
194507	6/24/2026	Digital Threads LLC	AP	2,516.60
194508	6/24/2026	DigLine	AP	2,862.60
194509	6/24/2026	Dr Pipeline LLC	AP	9,975.00
194510	6/24/2026	DrugFree Idaho	AP	960.00
194511	6/24/2026	Dawn Marie Dupont	AP	137.39
194512	6/24/2026	Elite Events and Inflatable Rentals LLC	AP	2,380.63
194513	6/24/2026	Express Employment Professionals	AP	6,814.84
194514	6/24/2026	Fairbank Equipment Inc	AP	2,305.16
194515	6/24/2026	Ferguson Waterworks	AP	112,710.15
194516	6/24/2026	Fishers Technology	AP	107.46
194517	6/24/2026	Freedom Beverage Distributing Corp	AP	130.00
194518	6/24/2026	Debbie Geyer	AP	50.00
194519	6/24/2026	Lee Gientke	AP	14,120.42
194520	6/24/2026	Omar Gomez Jr	AP	182.10
194521	6/24/2026	Grainger	AP	174.05
194522	6/24/2026	Vicki Green	AP	133.52
194523	6/24/2026	Tammie Halcomb	AP	149.41
194524	6/24/2026	Hayden Homes	AP	172.28
194525	6/24/2026	HD Fowler Company	AP	8,517.05
194526	6/24/2026	HDR Engineering Inc	AP	2,160.48
194527	6/24/2026	Oster Hernandez	AP	1,100.00
194528	6/24/2026	High Valley Construction	AP	1,253.35
194529	6/24/2026	Home Depot Credit Services	AP	58.40
194530	6/24/2026	Chase Houk	AP	17.71
194531	6/24/2026	Hurricane Butterfly Law Enforcement LL	AP	6,196.76
194532	6/24/2026	Idaho Asphalt Supply	AP	354,370.10
194533	6/24/2026	Idaho Inferno Soccer Club Inc	AP	1,270.50
194534	6/24/2026	Idaho Irrigation Supply LLC	AP	1,782.31
194535	6/24/2026	Idaho State Police	AP	148.00
194536	6/24/2026	Rex Ingram	AP	566.50
194537	6/24/2026	Interactive Data LLC	AP	526.00
194538	6/24/2026	Interstate Batteries	AP	189.80
194539	6/24/2026	Jace Hvac LLC	AP	350.00
194540	6/24/2026	Jake Volk Repair LLC	AP	4,297.98
194541	6/24/2026	Johnny B Transport	AP	6,605.82
194542	6/24/2026	Gary Johnston	AP	84.77
194543	6/24/2026	Karen Dash Consulting LLC	AP	6,528.00

194544	6/24/2026	Keller Associates	AP	2,850.00
194545	6/24/2026	Kelley Create Co	AP	74.66
194546	6/24/2026	Kenworth Sales Company	AP	30.02
194547	6/24/2026	Knight Time Kreations LLC	AP	1,755.00
194548	6/24/2026	Carol Kraatz	AP	90.47
194549	6/24/2026	Dave Larson	AP	50.00
194550	6/24/2026	Michael Gene Laughridge	AP	39.00
194551	6/24/2026	Lexipol LLC	AP	18,018.00
194552	6/24/2026	Logan Simpson Design Inc	AP	420.00
194553	6/24/2026	Amelia Love	AP	33.71
194554	6/24/2026	Darlene or Keith Maloy	AP	196.36
194555	6/24/2026	Minuteman Lock and Security	AP	225.00
194556	6/24/2026	Patricia Nations	AP	16.40
194557	6/24/2026	Nations Roofs Mountain LLC	AP	256.81
194558	6/24/2026	Nearmap US Inc	AP	14,455.47
194559	6/24/2026	Northwest Excavation LLC	AP	5,488.00
194560	6/24/2026	Online Solutions LLC	AP	81,000.00
194561	6/24/2026	Orion Integration Group	AP	1,670.69
194562	6/24/2026	Overhead Door Company	AP	274.00
194563	6/24/2026	Ovivo USA LLC	AP	19,891.15
194564	6/24/2026	Oxarc Inc	AP	4,044.90
194565	6/24/2026	Pacific Golf and Turf LLC	AP	519.52
194566	6/24/2026	Personnel Plus	AP	32,229.31
194567	6/24/2026	Nancy Pirani	AP	58.28
194568	6/24/2026	R and R Products Company	AP	162.45
194569	6/24/2026	Setayesh Rajabi	AP	60.86
194570	6/24/2026	Rambo Sand and Gravel Co	AP	2,109.77
194571	6/24/2026	Jayd Rasmussen	AP	33.31
194572	6/24/2026	Edward Russell	AP	3,759.00
194573	6/24/2026	SAMG occupational Med Emerald	AP	600.00
194574	6/24/2026	Lidia Sanchez	AP	43.06
194575	6/24/2026	Shamrock Foods Company	AP	6,397.63
194576	6/24/2026	Ship It LLC	AP	194.00
194577	6/24/2026	Matt Shupe	AP	1,205.23
194578	6/24/2026	Patricia L Sjoboen	AP	60.28
194579	6/24/2026	LaTavia Smith	AP	111.20
194580	6/24/2026	Smiths Lawn Mower Sales and Service	AP	47.60
194581	6/24/2026	Standard Plumbing Supply	AP	71.47
194582	6/24/2026	Star Fire Protection District	AP	5,732.37
194583	6/24/2026	Stein Distributing Company Inc	AP	884.65
194584	6/24/2026	Storage On Site	AP	23,904.00
194585	6/24/2026	Sun Mountain Sports Inc	AP	1,333.87
194586	6/24/2026	Sunbelt Rentals	AP	23.10
194587	6/24/2026	T2 Systems Inc	AP	28.00
194588	6/24/2026	Tacoma Screw Products Inc	AP	397.82
194589	6/24/2026	TAG Historical Research and Consulting	AP	3,818.82
194590	6/24/2026	TaylorMade	AP	1,073.59
194591	6/24/2026	The Land Group Inc	AP	8,080.00
194592	6/24/2026	The Odom Corporation	AP	4,529.23
194593	6/24/2026	Erin Lee Ann Thornbrugh	AP	200.00
194594	6/24/2026	TMB Services LLC	AP	1,988.70
194595	6/24/2026	Top Gun Pest Control	AP	232.00
194596	6/24/2026	Treasure Valley Coffee Inc	AP	64.16
194597	6/24/2026	Uniforms 2 Gear	AP	332.19
194598	6/24/2026	Union Pacific Railroad Company	AP	23,841.36
194599	6/24/2026	United Heritage Life Insurance Company	AP	11,687.38

194600	6/24/2026	United Parcel Service Inc	AP	66.43
194601	6/24/2026	United Site Services A Company Inc	AP	249.00
194602	6/24/2026	Valley ViewTowing Inc	AP	330.00
194603	6/24/2026	Aaron Vance	AP	50.00
194604	6/24/2026	Kyra Venecia	AP	400.10
194605	6/24/2026	Verizon Wireless	AP	320.04
194606	6/24/2026	Vogel Traffic Services Inc	AP	144.48
194607	6/24/2026	Kevin Wagner	AP	714.00
194608	6/24/2026	Greg Wanous	AP	432.00
194609	6/24/2026	West Coast Paper	AP	270.33
194610	6/24/2026	Western Records Destruction	AP	78.00
194611	6/24/2026	Western Systems Inc	AP	3,437.80
194612	6/24/2026	Windshield Doctor	AP	50.00
194613	6/24/2026	Xerox Corporation	AP	310.25
194614	6/24/2026	Zero Friction LLC	AP	645.48
9992314	6/24/2026	Action Garage Door Inc	AP	125.00
9992315	6/24/2026	Adolph Kiefer and Associates LLC	AP	647.45
9992316	6/24/2026	Cintas Corporation No 3	AP	1,496.41
9992317	6/24/2026	Crane Alarm Service	AP	471.50
9992318	6/24/2026	D and B Supply Company	AP	2,981.37
9992319	6/24/2026	DuBois Chemicals Inc	AP	3,722.14
9992320	6/24/2026	Electrical Wholesale Supply Co Inc	AP	511.96
9992321	6/24/2026	Gem State Paper and Supply Co	AP	334.86
9992322	6/24/2026	Gordon Truck Centers Inc	AP	70.77
9992323	6/24/2026	Hughes Fire Equipment Inc	AP	573.12
9992324	6/24/2026	Idaho Press Tribune	AP	1,754.01
9992325	6/24/2026	Integrity Inspection Solutions Inc	AP	7,150.00
9992326	6/24/2026	L N Curtis and Sons	AP	3,923.72
9992327	6/24/2026	LN Curtis and Sons	AP	1,433.00
9992328	6/24/2026	Priest Electric	AP	311.62
194615	6/26/2026	Homeland Fireworks Inc	AP	35,000.00

Total Check Count: 581

Total Check Amount: 6,669,937.33

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: July 01, 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 **$6,669,937.33 for the period ending June 29, 2026,** and net payroll of **$853,443.78 for pay period ending June 13, 2026.**

I move that accounts payable in the amount of **$6,669,937.33** represented by check numbers **194111** through **194615** and electronic payments and payroll for the amount of **$853,443.78** represented by check numbers **40856** through **40876** and direct deposits be accepted, payments approved, and vouchers filed in the office of the City Clerk.

Payroll report by: Destiny
Payroll ending: 6/13/2026
Paid on: 6/18/2026

Check numbers: 40856-40876
Total net checks: $ 853,443.78
# of Employees: 473

Fund Name	Fund #	Salary	Benefits	Total
General	01	$ 876,166.94	$ 449,925.66	1,326,092.60
Events Center	03	6,776.32	2,819.23	9,595.55
Library	04	35,295.00	17,658.52	52,953.52
Street	05	64,691.76	29,220.76	93,912.52
Airport	06	11,749.60	5,688.59	17,438.19
Parks & Recreation	08	67,617.27	23,437.80	91,055.07
CDBG	10	2,103.00	805.11	2,908.11
ARPA Grant Funds	11	-	-	-
Cemetery	20	8,398.70	3,792.12	12,190.82
Economic Development	28	10,196.00	4,833.36	15,029.36
Golf	60	18,005.75	7,914.46	25,920.21
Water	70	78,164.41	39,305.06	117,469.47
Sewer	72	77,292.59	31,359.83	108,652.42
Electrical	75	14,986.18	7,262.72	22,248.90
Irrigation	76	16,919.36	7,670.19	24,589.55
TOTAL		**$ 1,288,362.88**	**$ 631,693.41**	**$ 1,920,056.29**

Balancing
Fund 02 $ 1,907,106.80
Total $ 1,920,056.29

Grand Total $3,827,163.09
GL Grand Total 3,827,163.09

Off 0.00

Accounts Payable Report

check #'s	$ Amount	Date
electronic check	$ 45,110.54	6/5/2026
194111-194251	$ 1,953,915.69	6/10/2026
9992267-9992291	$ 80,293.51	6/10/2026
electronic check	$ 2,069.16	6/12/2026
electronic check	23,934.08	6/15/2026
194252-194457	$ 2,392,093.30	6/17/2026
9992292-9992313	$ 43,854.77	6/17/2026
194458-194471	$ 110,214.58	6/18/2026
electronic check	$ 956,771.19	6/18/2026
194472-194614	$ 1,001,173.58	6/24/2026
9992314-9992328	$ 25,506.93	6/24/2026
194615	$ 35,000.00	6/26/2026
Total:	$ 6,669,937.33	