



CITY OF
Caldwell, Idaho

Planning & Zoning

HEARING REVIEW APPLICATION

Type of Review Requested (check all that apply)

- Annexation/Deannexation
- Appeal/Amendment
- Comprehensive Plan Map Change
- Design Review
- Ordinance Amendment
- Rezone
- Special Use Permit
- Subdivision- Preliminary Plat
- Subdivision- Final Plat
- Subdivision- Short Plat
- Time Extension
- Variance
- Other _____

STAFF USE ONLY:

File number(s): Ann-19-06

Sup-19-16

Project name: City of Caldwell Ustick Annexation

Date filed: 6/7/19 Date complete: _____

Related files: _____

Subject Property Information

Address: 2323 E. Ustick Road Parcel Number(s): R3583200000

Subdivision: _____ Block: _____ Lot: _____ Acreage: 5 Zoning: Ag *to R-1*

Prior Use of the Property: Agriculture

Proposed Use of the Property: Public Park

Applicant Information:

Applicant Name: City of Caldwell Phone: (208) 455-3000

Address: 411 Blaine Street City: Caldwell State: ID Zip: 83605

Email: _____ Cell: _____

Owner Name: Same Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

Email: _____ Cell: _____

Agent Name: (e.g., architect, engineer, developer, representative) _____

Address: _____ City: _____ State: _____ Zip: _____

Email: _____ Cell: _____

Authorization

Print applicant name: Garret Nancolas

Applicant Signature: Dennis Callen Date: 6/10/19

City Council President



CITY OF
Caldwell, Idaho

Planning & Zoning

ANNEXATION

Project Name: <i>City of Caldwell Ustick Rd</i>	File #: <i>Ann-19-06</i>
Applicant/Agent: <i>Annexation</i>	

Applicant (v)	Please provide the following REQUIRED documentation:	Staff (v)
	Completed & signed Hearing Review Master Application	✓
	Narrative fully describing the proposed use/request, including current potable water supply and current sewage system	✓
	Recorded warranty deed for the subject property	✓
	Signed Property Owner Acknowledgement (if applicable)	—
	Vicinity map, showing the location of the subject property	✓
	Site Plan	✓
	The following are suggested items that may be shown on the site plan:	
	• Property boundaries of the site	
	• Existing buildings on the site	
	• Parking stalls and drive aisles	
	• Sidewalks or pathways (proposed and existing)	
	• Fencing (proposed and existing)	
	Metes and bounds legal description for the site to be annexed in WORD format	
	Landscape Plan (if applicable)	—
	Neighborhood Meeting sign-in sheet	
	All of the above items shall be submitted in 8 ½ x 11 paper format AND in electronic format (preferably PDF or Word) on either a jump drive or CD. Please be aware the jump drive or CD will become part of the file and will not be returned.	
	Fee	—

STAFF USE ONLY:

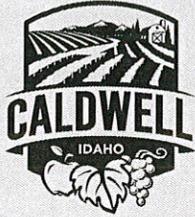
Date Application Received: 6-7-19

Received by: LC

Proposed Hearing Date: 8-13-19

Hearing Body: PZ

AL



CITY OF
Caldwell, Idaho

Planning & Zoning
SPECIAL-USE PERMIT

Project Name: <i>City of Caldwell White Rd Park</i>	File #: <i>Sup-19-16</i>
Applicant/Agent:	

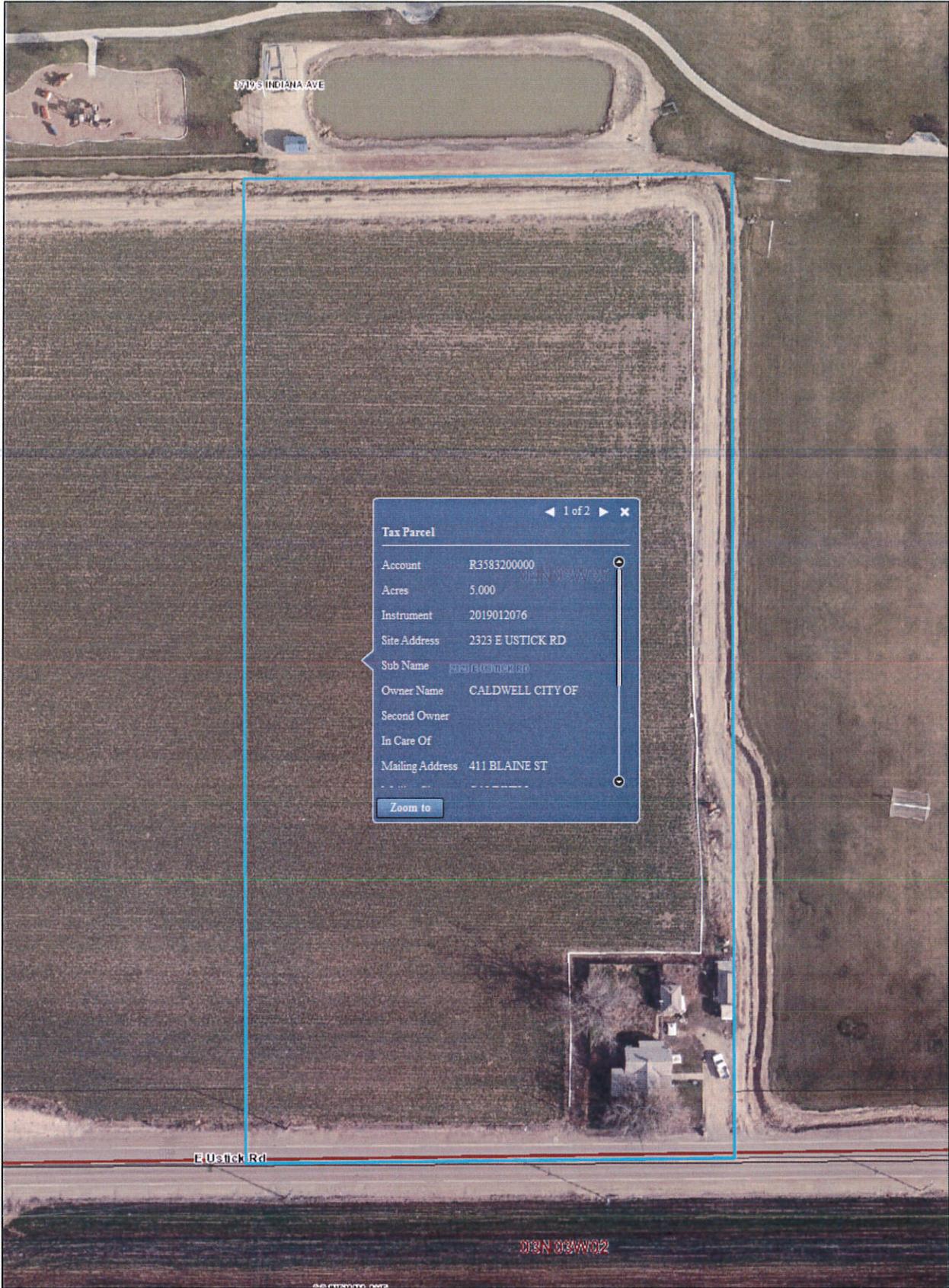
Applicant (v)	Please provide the following REQUIRED documentation:	Staff (v)
	Completed & signed Hearing Review Master Application	✓
	Narrative fully describing the proposed use/request	✓
	Recorded warranty deed for the subject property	✓
	Signed Property Owner Acknowledgement (if applicable)	—
	Vicinity map, showing the location of the subject property	✓
	Site Plan	✓
	The following are suggested items that may be shown on the site plan:	
	• Property boundaries of the site	
	• Existing buildings on the site	
	• Parking stalls and drive aisles	
	• Sidewalks or pathways (proposed and existing)	
	• Fencing (proposed and existing)	
	Floor Plan	—
	Landscape Plan (if applicable)	—
	Neighborhood Meeting sign-in sheet	
	All of the above items shall be submitted in 8 ½ x 11 paper format AND in electronic format (preferably PDF or Word) on either a jump drive or CD. Please be aware the jump drive or CD will become part of the file and will not be returned	
	Fee	—

STAFF USE ONLY:
Date Application Received: <u><i>6-7-19</i></u>
Received by: <u><i>LC</i></u>
Proposed Hearing Date: <u><i>8-13-19</i></u>
Hearing Body: <u><i>PZ</i></u>

AL

The City of Caldwell is requesting to annex approximately 5 acres into the city limits with an R-1 zoning designation, along with a Special-Use Permit for a public park. The property was recently donated to the City to be used as a park. The property is adjacent to the existing Brothers Park.

132



1970 S INDIANA AVE

1 of 2

Tax Parcel

Account R3583200000

Acres 5.000

Instrument 2019012076

Site Address 2323 E USTICK RD

Sub Name

Owner Name CALDWELL CITY OF

Second Owner

In Care Of

Mailing Address 411 BLAINE ST

Zoom to

E Ustick Rd

DEN COWS2

174

June 10, 2019

Neighborhood Meeting Notice

You are invited to a neighborhood meeting to discuss a proposed annexation and special-use permit for the property located at 2323 E. Ustick Road (see aerial below). The City of Caldwell is requesting to annex this parcel into city limits and to utilize the area as a public city park. The neighborhood meeting will be held on Wednesday June 19th, 2019 at 5:30 pm. We will meet in the driveway of the existing house located at the southeast corner of the property, approximate location indicated by the yellow star on the picture below.

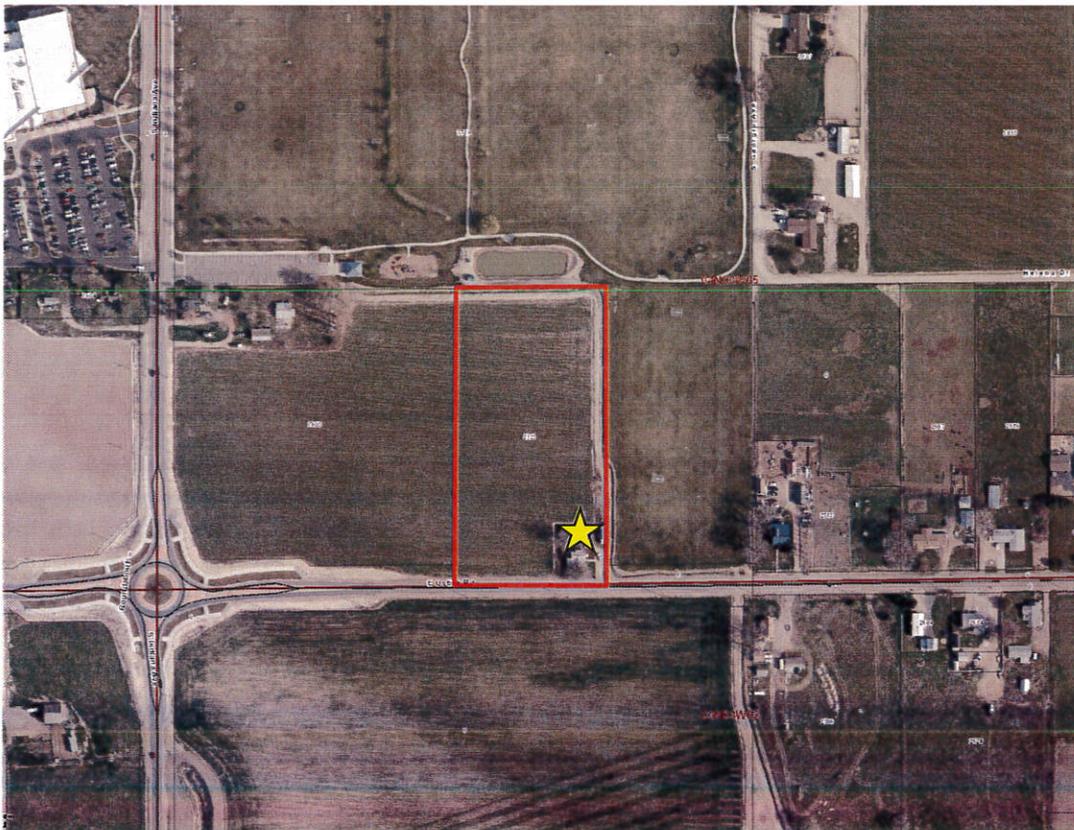
This is not a formal hearing, but rather a chance for you to come and ask questions regarding the proposal. A formal hearing for this request is scheduled to go before the Caldwell Planning & Zoning Commission on Tuesday August 13th and before the City Council on Monday September 16th.

If you have any questions prior to the neighborhood meeting please feel free to call me at anytime. I can be reached at (208) 455-4662.

Thank you,



Jarom Wagoner, AICP
Senior Planner
City of Caldwell



RESOLUTION NO. 96-19

APPROVE RESOLUTION AUTHORIZING THE EXECUTION OF A DONATION AGREEMENT WITH CROOKHAM COMPANY FOR A CHARITABLE GIFT TO THE CITY OF CALDWELL FOR THE PURCHASE OF CERTAIN REAL PROPERTY FOR THE SOLE USE AS A PUBLIC PARK.

HEREBY RESOLVED by the Mayor and Council of the City of Caldwell, Idaho, that the Caldwell City Council authorizes the execution of the Donation Agreement with Crookham Company as set forth in full.

PASSED BY THE COUNCIL of the City of Caldwell, Idaho this 15th day of April, 2019.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho this 15th day of April, 2019.

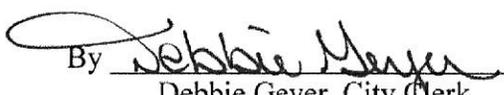
Approved

By


Garret L. Nancolas, Mayor

ATTEST:

By


Debbie Geyer, City Clerk



DONATION AGREEMENT

This Donation Agreement ("Agreement"), effective as of the 15TH day of April, 2019 ("Effective Date"), is made and entered into by and between THE CITY OF CALDWELL, an Idaho municipal corporation (the "City"), of 411 Blaine Street, Caldwell, Idaho 83605, and CROOKHAM COMPANY (the "Donor"), of 301 Warehouse Street, Caldwell, 83605, for the use and benefit of the City of Caldwell. Based upon the Recitals below, and in consideration of the mutual promises and benefits hereunder, the parties hereto hereby agree as follows:

RECITALS

WHEREAS, Donor wishes to make a charitable gift to the City for the use and benefit of the City of Caldwell to apply to the purchase of certain real property, as set forth in this Agreement.

WHEREAS, the City desires to accept such gift, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, based on the mutual covenants herein, the Parties agree as follows:

AGREEMENT

1. **Gift.** Donor hereby pledges to the City for its use and benefit the following gift: ONE HUNDRED THOUSAND DOLLARS and NO/100 (\$100,000.00) ("Gift").
2. **Payment of the Gift.** The Gift will be paid to the City upon execution of this Agreement.
3. **Use of the Gift.** The Gift shall be applied towards the City's purchase of the property at 2323 East Ustick Road, Caldwell, Idaho 83605 ("Property"), for which closing took place on March 27, 2019. The Gift shall serve as a reimbursement to the City for its purchase. Parties agree that the Property will be used by the City solely for public park, recreation, or open space purposes, and parties will execute a deed restriction indicating such use. Parties agree that the Property will be developed within two budget years, with completion by the end of the 2021 fiscal year.
4. **Gift Acknowledgment.** City understands, acknowledges, and agrees that Donor may be entitled to claim a charitable deduction under the Internal Revenue Code, and City agrees to take any and all further actions necessary and appropriate for Donor to qualify for and receive such charitable contribution deduction. Donor understands and agrees that City may make any improvements City deems necessary or convenient for the project taking place on the purchased land.
5. **No Partnership; No Fiduciary Duties.** Nothing contained in this Agreement shall be deemed or construed to create or constitute a partnership, joint venture or agency relationship

between the Parties. No Party shall owe any other Party any fiduciary duty of any kind whatsoever, and no Party shall have authority to act for another Party.

6. **Further Assurances.** Each Party shall use reasonable efforts to implement the provisions of this Agreement, and for such purpose each shall, without further consideration, promptly execute and deliver or cause to be executed and delivered to the other Party such consents, documents or other instruments in addition to those required by this Agreement as the other Party may reasonably require to implement any provision of this Agreement.

7. **General.**

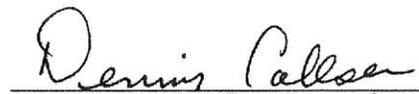
- a. **Governing Law.** This Agreement will be governed in all respects by the laws of the state of Idaho.
- b. **Entire Agreement.** This Agreement sets forth the full and complete understanding and agreement of the Parties relating to its subject matter, and supersedes any prior or contemporaneous negotiations, agreements, understandings and representations.
- c. **Amendment.** This Agreement may only be amended by a document signed by each Party affected thereby.
- d. **Severability.** If any provision of this Agreement is, or is deemed, invalid, illegal or unenforceable in any respect under applicable law, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.
- e. **Interpretation.** Where the context requires, words importing the singular will include the plural and vice versa, and words importing persons will include entities. Headings are for convenience of reference only.
- f. **Attorneys' Fees.** If any action is filed or instituted by a Party to interpret or enforce the terms of this Agreement, the prevailing party will be entitled to receive from the other party its reasonable attorneys' fees and costs.
- g. **Counterparts.** This Agreement may be executed in two or more counterparts and each counterpart will be deemed an original and both of which will constitute one and the same instrument.

CROOKHAM COMPANY

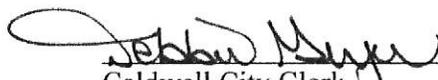

George Crookham
CEO CROOKHAM Company



CITY OF CALDWELL


Mayor Nancelas ~~Dennis Callson~~
Council President

Attest:


Caldwell City Clerk

Jarom Wagoner

From: Debbie Geyer
Sent: Wednesday, May 08, 2019 12:52 PM
To: Jarom Wagoner; Jerome Mapp
Cc: Garret Nancolas
Subject: NEW PARK SITE -- Expansion of Brother's Park -- SPECIAL USE PERMIT
Attachments: RES 95-19.pdf; RES 96-19.pdf

Jarom & Jerome:

Has a file been started concerning a Special Use Permit on the new property recently purchased for the expansion of Brother's Park?

Please see the attached resolutions -- accepting the deed as well as the Donation Agreement with Crookham Company.

Thank you for your assistance!



CITY CLERK

Debbie Geyer, CMC
City of Caldwell
PO Box 1179
411 Blaine Street
Caldwell, ID 83606
(208) 455-4656 (phone)
(208) 455-3003 (fax)

"A good example is the best sermon." Benjamin Franklin

NOTICE: All communications transmitted with the City of Caldwell email system may be a public record and may be subject to disclosure under the Idaho Public Records Act (Idaho Code 74-101 et. seq.) and as such may be copied and reproduced by members of the public.

RESOLUTION NO. 95-19

A RESOLUTION BY THE CITY OF CALDWELL, IDAHO APPROVING A WARRANTY DEED FROM EMILY L. RAINEY.

Be it Resolved that the City of Caldwell, Idaho hereby accepts and approves a "WARRANTY DEED" from Emily L. Rainey. This deed conveys a 5 acre parcel of ground located on the north side of E. Ustick Road adjacent to and west of Brothers Park and is intended for park expansion.

The City Clerk of the City of Caldwell is hereby directed to forward a copy of the above described deed to the Mapping Department of said City of Caldwell for preservation in an index of deeds.

PASSED BY THE COUNCIL of the City of Caldwell, Idaho, this 15th day of April, 2019.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho, this 15th day of April, 2019.

Approved By:



Garret L. Nancolas, Mayor

Attest:



MEMORANDUM

TO: Caldwell City Council
Meeting Date: April 15, 2019



AGENDA ITEM INFORMATION			
SUBJECT: Approve a Warranty Deed from Emily L. Rainey.	<i>Department Submittals</i>	<i>X to mark</i>	<i>Initials</i>
	Building Department		
	CDBG		
	Clerk		
	City Attorney		
	Finance Department		
	Human Resources		
	Planning & Zoning		
	Fire Department		
	Police Department		
	Public Works		
	Street Department		
	Water Department		
	WWTP		
	Engineering		
	Mapping	X	
COST IMPACT:	Parks and Recreation		
FUNDING SOURCE:	Airport		
	Information Systems		
TIMELINE:	Golf Course		
	OTHER:		
SUMMARY STATEMENT:			
<p>This deed conveys 5 acres currently addressed as 2323 E. Ustick Road. The subject property is located adjacent to and west of Brother's Park and is intended for an expansion of the park.</p> <p>The following are attached:</p> <ol style="list-style-type: none"> 1. Resolution approving deed 2. Warranty Deed from Emily L. Rainey 3. Map showing parcel location 			
RECOMMENDED ACTION:			
<p>It is the recommendation of the Mapping Department that Council approve the deed as submitted.</p>			



610 S. Kimball Avenue
Caldwell, ID 83605

ELECTRONICALLY RECORDED-DO NOT REMOVE THE COUNTY STAMPED FIRST PAGE AS IT IS NOW INCORPORATED AS PART OF THE ORIGINAL DOCUMENT

File No. 676119 TK/DM

2019-012076
RECORDED
03/27/2019 10:42 AM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=1 LBERG \$15.00
TYPE: DEED
PIONEER TITLE CANYON - CALDWELL
ELECTRONICALLY RECORDED

WARRANTY DEED

For Value Received **Emily L. Rainey, an unmarried person** hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

EM

The City of Caldwell, Idaho, an Idaho municipal corporation hereinafter referred to as Grantee, whose current address is 411 Blaine Street Caldwell, ID 83605!

The following described premises, to-wit:

The West Half of the Southeast Quarter of the Southwest Quarter of the Southwest Quarter of Section 35, Township 4 North, Range 3 West of the Boise Meridian, in Canyon County, Idaho.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: March 20, 2019

Emily L. Rainey

Emily L. Rainey

State of Idaho, County of Canyon

This record was acknowledged before me on ^{26 TK} 3/27/2019 by Emily L. Rainey

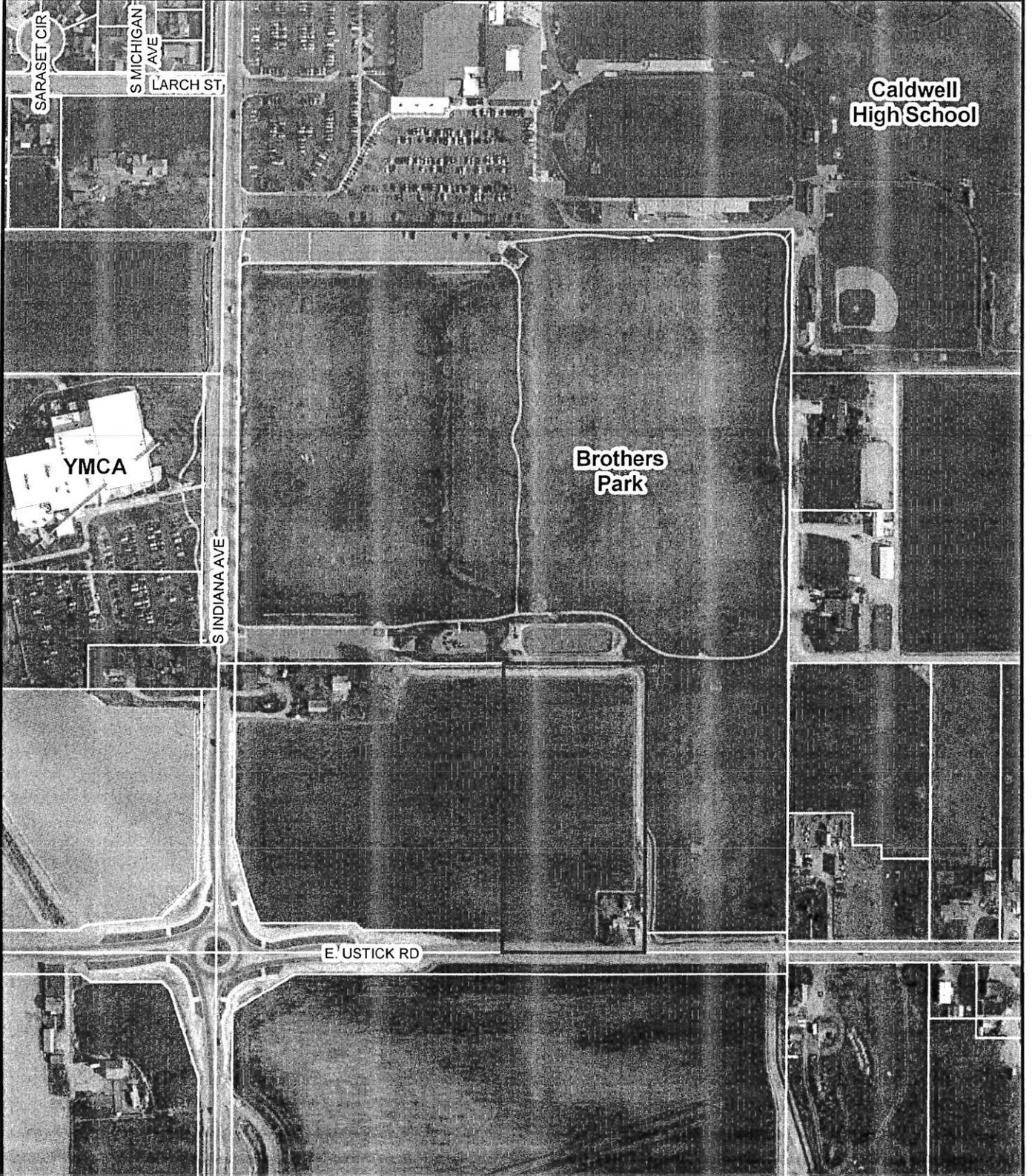
Tammy Kratzberg

Signature of notary public
Commission Expires: 2/3/2022

TAMMY KRATZBERG
COMMISSION #18555
NOTARY PUBLIC
STATE OF IDAHO

AK

Warranty Deed from Emily Rainey



City
of
Caldwell

Legend

 Subject Property

 Taxlots

DISCLAIMER

The information represented on this map results from the compilation of a variety of source materials. It is intended for use as a reference for the City of Caldwell. The City of Caldwell makes no representation or warranty as to the accuracy of the product, and is not liable for any errors or omissions. Accuracy, property boundaries, or the extent or location of any map features therein. THE CITY OF CALDWELL DISCLAIMS ANY LIABILITY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OR FOR PARTICULAR USE. PERSONS WHO Rely ON THIS PRODUCT DO SO AT THEIR OWN RISK. ANY USE OF THIS PRODUCT ACCEPTS THE SAME WITH ALL FAULTS, and assumes a responsibility for the use thereof.

 NORTH



0 150 300 Feet

1 inch = 300 feet

AG