



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): 208-19-02
Project name: Vallivue SD Rezone
Date filed: 7/10/19 Date complete:
Related files:

Subject Property Information

Address: 0 Smeed Pkwy Parcel Number(s): 35237014
Subdivision: Block: Lot: Acreage: 37.53 Zoning: C2 TOR-1
Prior Use of the Property: Vacant Land
Proposed Use of the Property: 180,000 sf Middle School and future Elementary School

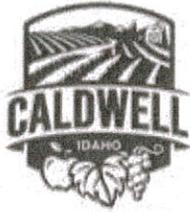
Applicant Information:

Applicant Name: Dion Zimmerman, Architect Phone: 208-888-1768
Address: 216 SW 5th Ave Ste 100 City: Meridian State: Idaho Zip: 83642
Email: dzimmerman@designwestid.com Cell: 208-866-3457
Owner Name: Vallivue School District Phone: 208-454-0445
Address: 5207 S Montana Avenue City: Caldwell State: Idaho Zip: 83607
Email: pat.charlton@vallivue.org Cell:
Agent Name: (e.g., architect, engineer, developer, representative) Dion Zimmerman
Address: 216 SW 5th Ave Ste 100 City: Meridian State: Idaho Zip: 83642
Email: dzimmerman@designwestid.com Cell: 208-866-3457

Authorization

Print applicant name: Dion Zimmerman Print owner name: Pat Charlton
Applicant Signature: [Signature] Owner Signature: Pat Charlton Date: 7/10/2019

Handwritten initials 'AL'



CITY OF
Caldwell, Idaho

Planning & Zoning

REZONE

Project Name: Vallivue Middle School #3	File #: <u>201-19-02</u>
Applicant/Agent: Design West Architects	

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)	
✓	Metes and bounds legal description for the site to be rezoned 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:	<u>7-16-19</u>
Received by:	<u>LC</u>
Proposed Hearing Date:	<u>9-10-19</u>
Hearing Body:	<u>PZ</u>

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Narrative:

The Vallivue School District purchased this site located on Smeed Parkway in 2017 with the intent to add a third middle school to alleviate overcrowding in the existing two Middle Schools. The current design is limited to a Middle School Building this site is sufficient in size to allow for an additional future elementary school, which given the continued growth in this area, is likely to be planned in the next five years.

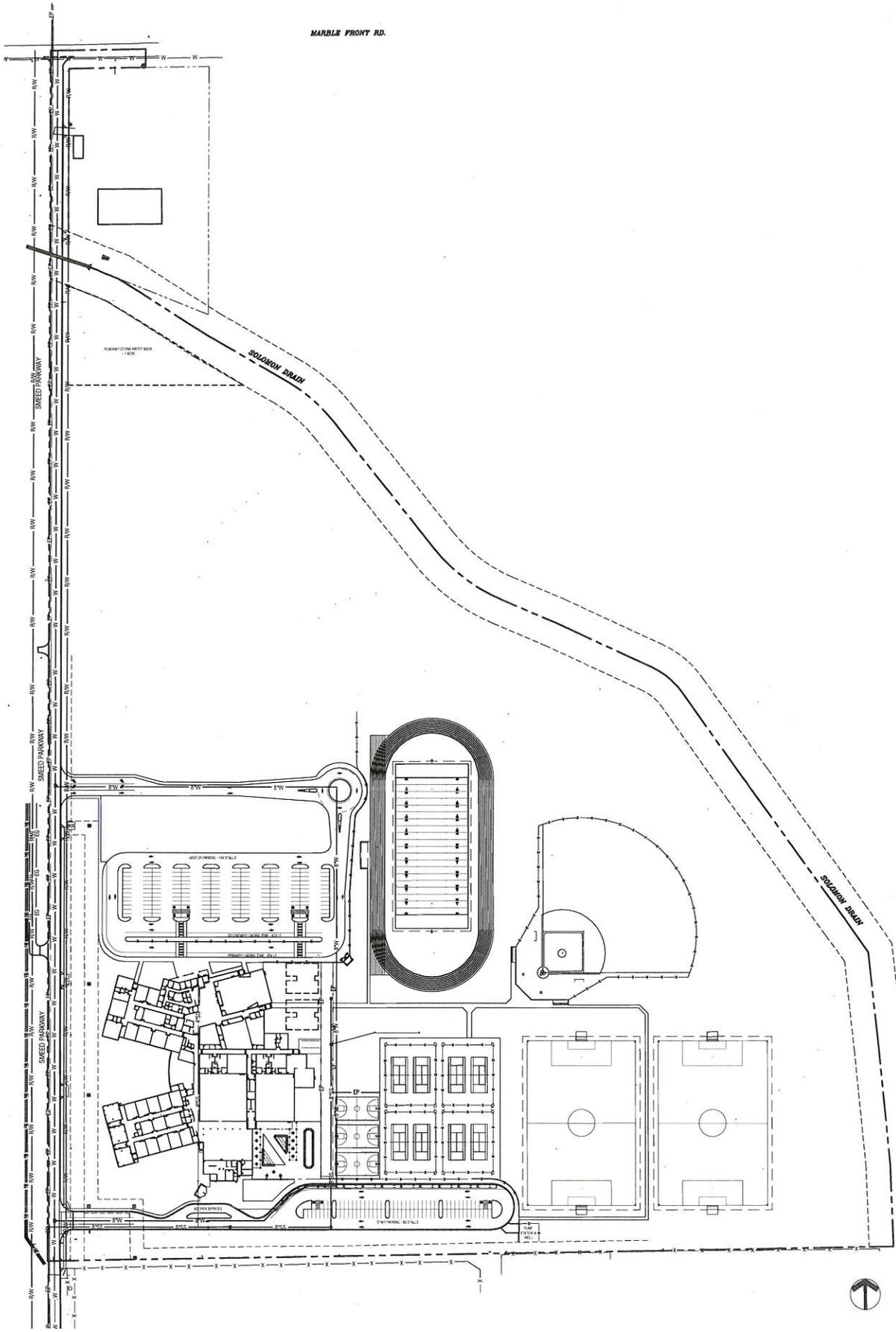
This Middle School will be designed to accommodate 1,400 students and is expected to equal approximately 180,000 square feet. The building is expected to be a two story building roughly 34 ft. in height. The school will be equipped with Classrooms, Kitchen/Cafeteria, Gymnasiums and Administrative areas. The school will also include an Auditorium that can host roughly 600 students.

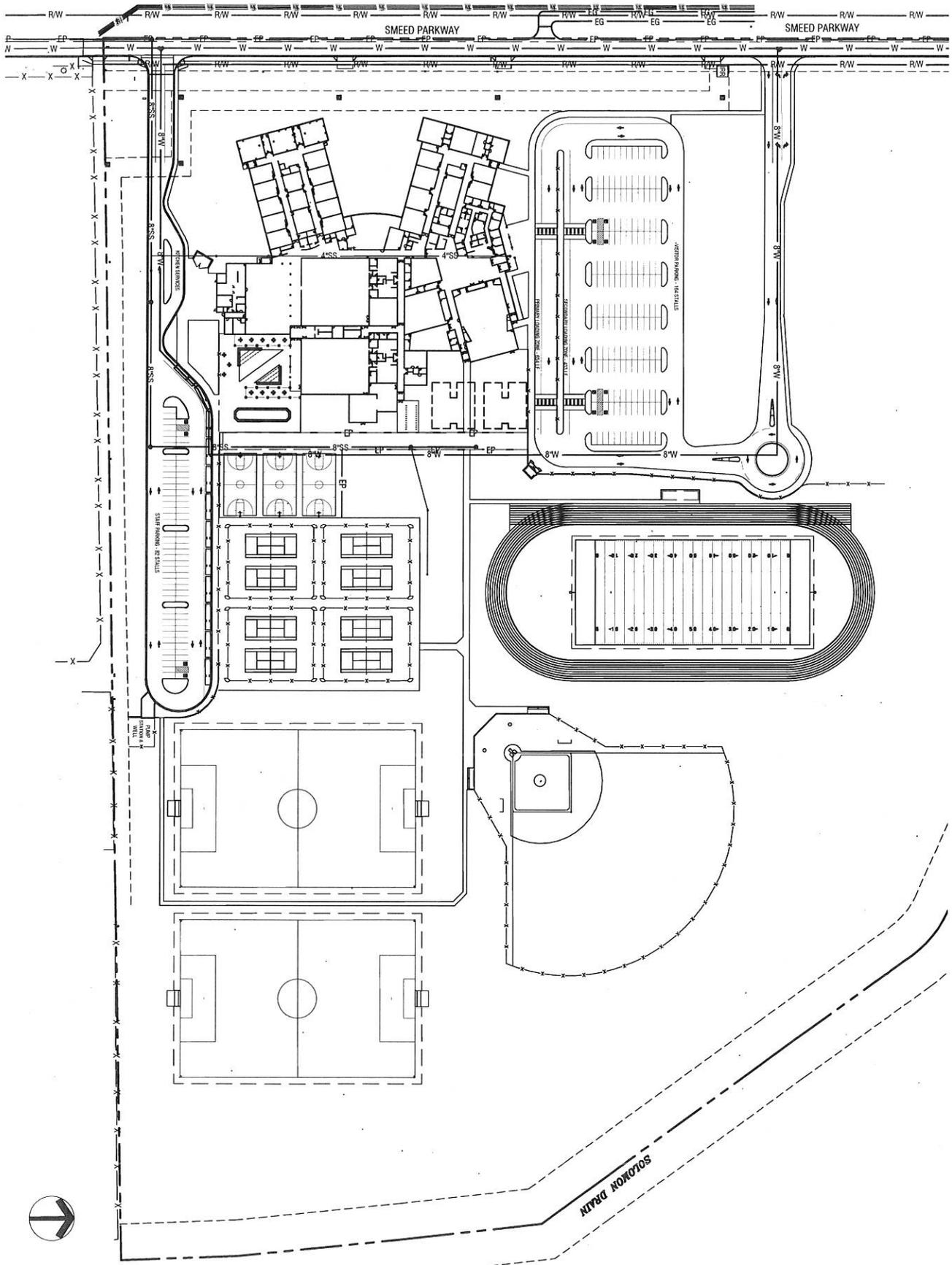
The exterior grounds will be designed to allow parent vehicle traffic and student drop off separated from bus traffic. Ball fields, Tennis Courts and Play areas will be included and located inside protective fence which extends the entire parameter of the property helping to maintain school security.

Traffic studies are currently being analyzed and coordination with the irrigation district, City of Caldwell and other authorities having jurisdiction is being considered. The neighborhood meeting was held recently and coordination with property owners continues as we develop the roadway and utility improvements.

AS

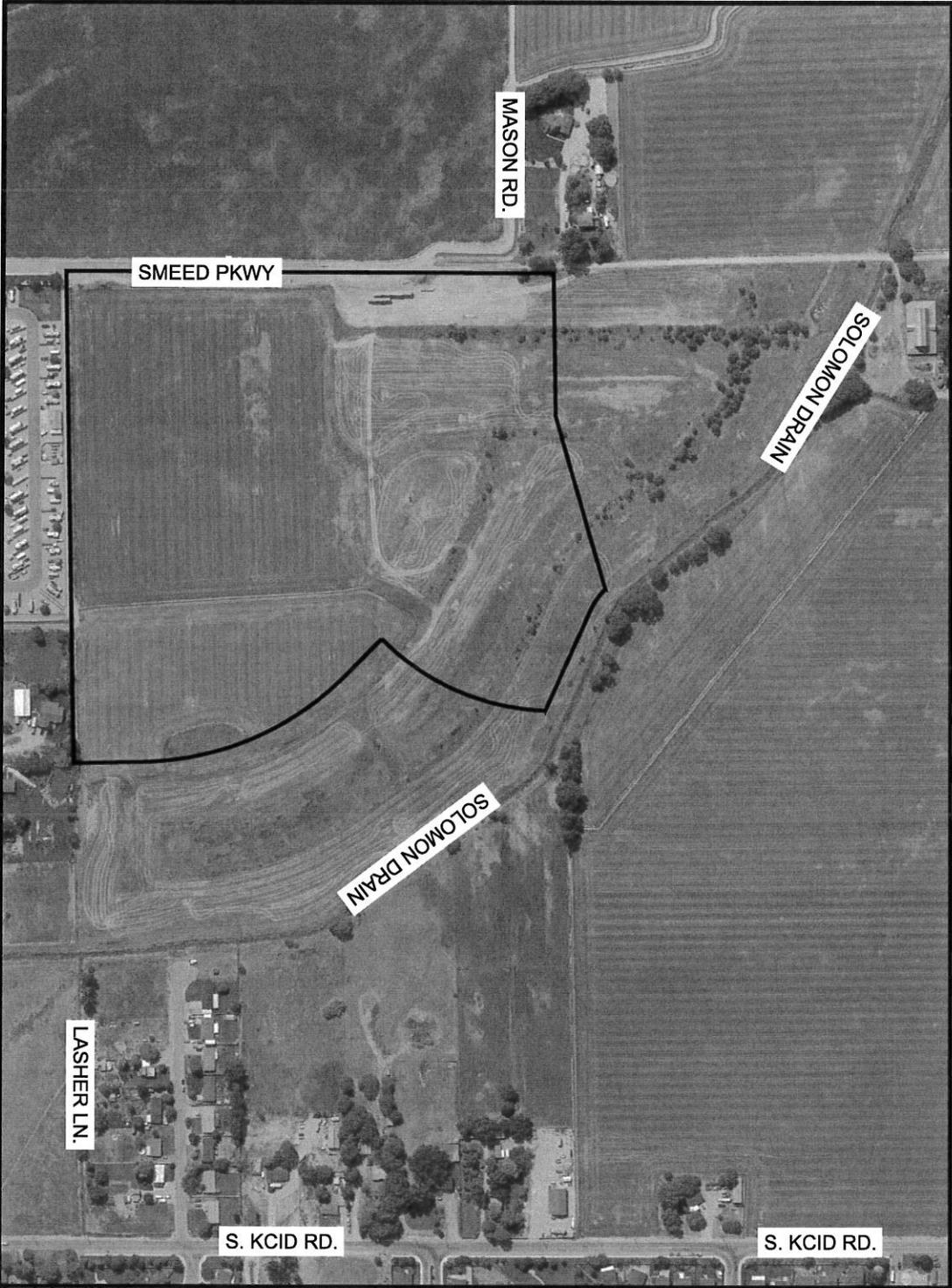
MARBLE FRONT RD.





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VICINITY MAP



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NEIGHBORHOOD MEETING FORM
City of Caldwell Planning and Zoning Department
621 E. Cleveland Blvd., Caldwell, ID 83605
Phone: (208) 455-3021

Start Time of Neighborhood Meeting: 5:30 pm

End Time of Neighborhood Meeting: 6:30 pm

Those in attendance please print your name and address. If no one attended, Applicant please write across this form "No one attended."

<u>PRINTED NAME</u>	<u>ADDRESS, CITY, STATE, ZIP</u>
1. <u>Kirby & Judy Clendenon</u>	<u>4520 Marble Front Road, Caldwell, ID 83605</u>
2. <u>David & Erika Tutwiler</u>	<u>202 S. Kcid Road, Caldwell, ID 83605</u>
3. <u>Ron and Sherrie Sawyer</u>	<u>519 Borchers Lane, Caldwell, ID 83605</u>
4. <u>Pam Kruck</u>	<u>615 Smeed Parkway, Caldwell, ID 83605</u>
5. <u>Chad Coles</u>	<u>22689 Farm Way Road Caldwell, ID 83607</u>
6. <u>Daniel Freedman</u>	<u>615 Smeed Parkway, Caldwell, ID 83605</u>
7. <u>Brian Doyle</u>	<u>615 Smeed Parkway, Caldwell, ID 83605</u>
8. <u>Keith and Lisa Steffenhagen</u>	<u>4422 Marble Front Road, Caldwell, ID 83605</u>
9. <u>Shelly Staniec</u>	<u>4420 Marble Front Road, Caldwell, ID 83605</u>
10. <u>Cindy Morris</u>	<u>510 Borchers Lane, Caldwell, ID 83605</u>
11. <u>Byron Streitz</u>	<u>615 Smeed Parkway, Caldwell, ID 83605</u>
12. _____	_____
13. _____	_____
14. _____	_____
15. _____	_____
16. _____	_____
17. _____	_____
18. _____	_____
19. _____	_____

- 20. _____
- 21. _____
- 22. _____
- 23. _____
- 24. _____
- 25. _____

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: New Vallivue Middle School

Date of Round Table meeting: 5-9-19

Notice sent to neighbors on: 6-10-19

Date & time of the neighborhood meeting: 6-25-19

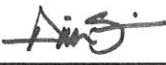
Location of the neighborhood meeting: The SW corner of the property, at the end of Smeed Parkway

Developer/Applicant:

Name: Design West Architects- Dion Zimmerman

Address, City, State, Zip: 216 SW Fifth Avenue, 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 7/10/2019



• Smeed Parkway - Rezone Community Meeting

Kirby & Judy Chenderson 4520 Marble Front Rd, Caldwell

DAVID + ERIKA TUTWILER 202 S. KOID Rd. CALDWELL 714 234 4864

Rod & SHERRIE SAWYER 519 BORCHERS LN CALDWELL

Pam Kruck 615 Smeed Parkway Caldwell

CHAD COLES 22689 FARM WAY RD CALDWELL ID 83607

Daniel Freedman 615 Smeed Parkway Caldwell

BRIAN DOYLE " " " "

Keith & Lisa Streffenhagen 4422 Marble Front Rd.

Shelly Staniec 4420 Marble Front Rd

Cindy Morris 510 Borchers Ln.

Byron Sobitz 615 Smeed



Escrow No.: 34601704728-PA

2017-032050
RECORDED
07/31/2017 04:17 PM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=3 SDUPUIS \$15.00
TYPE: DEED
FIDELITY NATIONAL TITLE - BOISE
ELECTRONICALLY RECORDED

WARRANTY DEED

FOR VALUE RECEIVED

1099, LLC, an Idaho Limited Liability Company

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL AND CONVEY unto:

Vallivue School District

GRANTEE(S), whose current address is: 5207 S Montana, Caldwell, ID 83607

the following described real property in Canyon County, Idaho, more particularly described as follows, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Buyer and Seller agree to design and construction an off-site sewer system (including a lift station if required) that will accommodate both Buyer's property and Seller's retained property. Buyer and Seller agree to share in the cost of the design and construction on a 50/50 basis unless additional parties are involved in which case Buyer and Seller will equally share in the costs not covered by the additional parties. Seller and Buyer must mutually agree to the proposed costs for the design and construction prior to any such costs being incurred by either party. Buyer's obligations hereunder are contingent upon the passage of a school bond which bond election is anticipated to occur on March 2019. The provisions of this Section shall survive closing, and delivery and recording of the deed, and shall not be merged therein, but shall remain binding upon and for the parties hereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that 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 reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Effective this 3 day of July, 2017.

1099, LLC

BY

Russell Hunemiller
Member

ALC



Escrow No.: 34601704728-PA

Recorded Electronically
ID: 2017-058050
County: Canyon
Date: 7/31/17 Time: 4:17
Simplifile.com 800.460.5657

WARRANTY DEED

FOR VALUE RECEIVED

1099, LLC, an Idaho Limited Liability Company

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL AND CONVEY unto:

Vallivue School District

GRANTEE(S), whose current address is: 5207 S Montana, Caldwell, ID 83607

the following described real property in Canyon County, Idaho, more particularly described as follows, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Buyer and Seller agree to design and construction an off-site sewer system (including a lift station if required) that will accommodate both Buyer's property and Seller's retained property. Buyer and Seller agree to share in the cost of the design and construction on a 50/50 basis unless additional parties are involved in which case Buyer and Seller will equally share in the costs not covered by the additional parties. Seller and Buyer must mutually agree to the proposed costs for the design and construction prior to any such costs being incurred by either party. Buyer's obligations hereunder are contingent upon the passage of a school bond which bond election is anticipated to occur on March 2019. The provisions of this Section shall survive closing, and delivery and recording of the deed, and shall not be merged therein, but shall remain binding upon and for the parties hereto.

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IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Effective this 3 day of July, 2017.

1099, LLC

BY: 

Russell Hunemiller
Member

ALC

WARRANTY DEED
(continued)

STATE OF Idaho, COUNTY OF Ada, -ss.

On this 31 day of July, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Russell Hunemiller, known or identified to me to be the person whose name is subscribed to the within instrument, as the Member of 1099, LLC, a Limited Liability Company and acknowledged to me that he executed the same as such Member.

Signature: [Signature]
Name: _____
Residing at: _____ Residing: Meridian, Idaho
My Commission Expires: _____ Commission Expires: 06/02/2018

(SEAL)



PA

EXHIBIT A

Order No.: 34601704728

This parcel is a portion of the SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$ and the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 24 in Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

BEGINNING at the Southwest corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$, (C $\frac{1}{4}$ Corner, Section 24), a found 5/8 inch diameter rebar;
thence North 00° 09' 34" West along the West boundary of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ a distance of 1323.72 feet to the Northwest corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$, a found 5/8 inch diameter rebar;
thence North 88° 54' 53" East along the North boundary of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ a distance of 210.00 feet;
thence South 00° 09' 34" East parallel with the West boundary of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ a distance of 40.01 feet to a point on a line that lies 40.00 feet south of and parallel to the North boundary of the SW $\frac{1}{4}$ NE $\frac{1}{4}$;
thence South 88° 54' 53" West along said line a distance of 169.99 feet to a point on a line that lies 40.00 feet East of and parallel to the West boundary of the SW $\frac{1}{4}$ NE $\frac{1}{4}$;
thence South 00° 09' 34" East along said line a distance of 415.73 feet to a point on the centerline of the Solomon Drain Ditch;
thence traversing said centerline as follows:
South 68° 40' 43" East a distance of 119.04 feet;
South 58° 00' 35" East a distance of 233.46 feet;
South 60° 19' 54" East a distance of 201.62 feet;
Southeasterly 135.95 feet along the arc of a curve to the right having a radius of 362.00 feet and a central angle of 21° 31' 03" and a long chord which bears South 49° 34' 22" East a distance of 135.15 feet;
South 38° 48' 51" East a distance of 353.53 feet;
Southeasterly 193.65 feet along the arc of a curve to the left having a radius of 388.00 feet and a central angle of 28° 35' 46" and a long chord which bears South 53° 06' 44" East a distance of 191.65 feet;
South 67° 24' 37" East a distance of 128.59 feet;
South 65° 36' 00" East a distance of 233.24 feet;
Southeasterly 88.85 feet along the arc of a curve to the right having a radius of 170.00 feet and a central angle of 29° 56' 41" and a long chord which bears South 50° 37' 42" East a distance of 87.84 feet;
South 35° 39' 25" East a distance of 243.61 feet;
South 36° 01' 14" East a distance of 371.93 feet;
South 35° 59' 56" East a distance of 84.61 feet;
South 06° 34' 00" East a distance of 212.24 feet;
South 05° 55' 23" East a distance of 254.82 feet;
South 02° 17' 29" East a distance of 180.17 feet to a point on the South boundary of the NE $\frac{1}{4}$ SE $\frac{1}{4}$;
thence leaving said centerline and bearing South 88° 50' 52" West along the South boundary of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ a distance of 541.17 feet to the Southwest corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, a found 5/8 inch diameter rebar;
thence South 88° 51' 26" West along the South boundary of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ a distance of 1322.35 feet to the Southwest corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$, a found 5/8 inch diameter rebar;
thence North 00° 09' 13" West along the West boundary of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ a distance of 1326.45 feet to the POINT OF BEGINNING.

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485 East Riverside Dr., Suite 200
Eagle, ID 83616
Phone: (208)377-3190 / Fax: 866-671-3899

Vallivue School District
5207 S Montana
Caldwell, ID 83607

Date: September 19, 2017
Order No.: 34601704728-MC
Borrower(s): Vallivue School District
Seller(s): 1099, LLC
Property: TBD Smeed Parkway
Caldwell, ID 83605

Enclosed, please find your recorded Document

Sincerely,

A handwritten signature in black ink that reads 'Matt Carey' in a cursive style.

Matt Carey
VP/Title Operations Manager
matt.carey@fnf.com

Handwritten initials in black ink, possibly 'AC' or 'AK', located in the bottom right corner of the page.

This parcel is situated in a portion of the NW1/4 of the SE1/4, the SW1/4 of the NE1/4 and the NE1/4 of the SE1/4 of Section 24, Township 4 North, Range 3 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

BEGINNING at a 5/8 inch iron rod marking the northwest corner of the said NW1/4 of the SE1/4; thence along the north boundary of said NW1/4 of the SE1/4,

- A) N.88°54'24"E., 390.21 feet; thence leaving said north boundary,
- 1) N.73°50'37"E., 490.97 feet to a point on the southwesterly right-of-way of the Solomon Drain Slough, said point being a non tangent point of curvature; thence along a curve to the left,
 - 2) having an arc length of 62.63 feet, a radius of 155.00 feet, through a central angle of 23°09'01" and having a long chord which bears S.54°01'30"E., 62.20 feet to a point of tangency; thence continuing along said southwesterly right-of-way,
 - 3) S.65°36'00"E., 305.88 feet to a non tangent point of curvature; thence along a curve to the right,
 - 4) having an arc length of 494.90 feet, a radius of 656.00 feet, through a central angle of 43°13'29" and a long chord which bears S.23°37'59"W., 483.24 feet to a point of non tangency; thence,
 - 5) S.45°00'00"E., 142.56 feet to a tangent point of curvature; thence along a curve to the right,
 - 6) having an arc length of 612.21 feet, a radius of 800.00 feet, through a central angle of 43°50'48" and a long chord which bears S.23°04'36"E., 597.38 feet to a point of tangency; thence,
 - 7) S.01°09'12"E., 187.97 feet to a point on the south boundary of said NE1/4 of the SE1/4; thence along said south boundary,
 - 8) S.88°50'52"W., 9.99 feet to the southeast corner of said NW1/4 of the SE1/4; thence along the south boundary of said NW1/4 of the SE1/4,
 - 9) S.88°51'26"W., 1322.35 feet to the southwest corner of said NW1/4 of the SE1/4; thence along the west boundary of said NW1/4 of the SE1/4.
 - 10) N.00°09'13"W., 1326.45 feet to the POINT OF BEGINNING.

CONTAINING 37.65 acres, more or less.

SUBJECT TO all Easements, Rights, Rights-of-way and all other Encumbrances of record or implied.

Property Owner Acknowledgement

I, Vallivue School District, 5207 S Montana Ave
(Name) (Address)

Caldwell, Idaho
(City) (State)

being first duly sworn upon, oath, depose and say:

1. That I am the record owner, or authorized designee of the record owner of property located at

0 Smeed Parkway
(Address)

and I grant my permission to:

Dion Zimmerman, 216 SW 5th Ave Ste 100
(Name) (Address)

Meridian, Idaho
(City) (State)

to submit the accompanying application(s) pertaining to that property.

2. I agree to indemnify, defend and hold the City of Caldwell and its employees harmless from any claim or liability resulting from any dispute as to the statement(s) contained herein or as to the ownership of the property which is the subject of the application.
3. I hereby grant permission to City of Caldwell staff to enter the subject property for the purpose of site inspection(s) related to processing said application(s).

Dated this 10th day of July, 2019

Pat Charlton
(Signature)

AM