



AGENDA
City Council Meeting
City of Middleton, Idaho

Date: Wednesday, February 20, 2019
Location: 6 N. Dewey Ave., Middleton, Idaho

Time: 6:30 p.m.

Call-to-order, roll call, Pledge of Allegiance, Invocation

Action Items

1. Consent Agenda (items of routine administrative business)
 - a) Consider approving minutes for Council's February 6, 2019 meeting.
 - b) Consider ratifying February 15, 2019 payroll in an amount of \$83,32.25 and approving accounts payable thru February 18, 2019 in the amount of \$71,356.71 which includes city debit card purchases.
2. Consider a request by Greater Middleton Parks and Recreation to waive the building permit fees of \$229.76 for the construction of a Picnic Table Cover at 407 N. Hawthorne Ave.
3. Consider a request by the Middleton Middle School Parent Teacher Organization to waive the Trolley Station fees for their PTO meetings on April 6 and June 9, 2019.
4. Consider approving an amended preliminary plat and final plat for Raw Pastures Estates Subdivision to add Lot 4 Block 1.

Information

5. City Administrator and City Treasurer discussion about funding capital projects

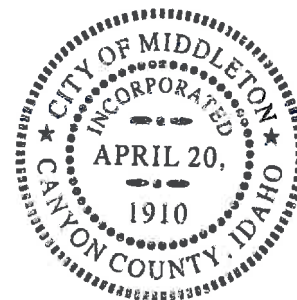
Public Comments, Mayor and Council Comments, Adjourn

Posted by:


Dawn Dalton, Deputy Clerk

Date: February 14, 2019 3:45 p.m.

Please contact the City Clerk at (208) 585-3133 if you have special needs or require assistance.



1A

**MIDDLETON CITY COUNCIL
FEBRUARY 6, 2019**

The Middleton City Council meeting on January 16, 2019 was called-to-order at 6:30 p.m. by Mayor Darin Taylor who then introduced City Administrator Becky Crofts, Treasure Ed Karass, Police Chief Alan Takeuchi, Officers Haily and Michael Barley, Officer Nathan Hilkey, City Engineer Amy Woodruff, City Attorney Chris Yorgason and Deputy Clerk Dawn Dalton.

Roll Call: Council Members Carrie Huggins, Jeff Garner, Beverly Furner and Council President Rob Kiser were present.

Information Items

Chief Alan Takeuchi explained how the police department arrived at needing ranks within the department and what the corporal and sergeant ranks meant. Chief Takeuchi described why each officer was selected for rank advancement and then pinned Officer Nathan Hilkey with a Corporal chevron and Officer Michael Barley with a Sergeant chevron.

Karl Gebhardt, P.E., P.H., of Resource Systems, Inc. presented a 2D flood model of the Boise River as it crossed land for the future River Park at different water-flow levels. He explained the process of how the floodplain works and how, when studied and analyzed correctly, the model can be used to lessen catastrophic impact when flooding occurs by planning for structures in the park such as public restrooms.

Treasure Ed Karass presented Cash & Savings and Fund Summary reports as of February 6, 2019, and some of the projects needing funded.

Mayor Taylor declared a recess to sign students' agendas at 7:38 p.m. and resumed the meeting at 7:40 p.m.

Action Items:

1. **Consent Agenda (items of routine administrative business)**
 - a) **Consider approving minutes for Council's January 16, 2019 meeting.**
 - b) **Consider ratifying January 18, 2019 and February 1, 2019 payroll amount of \$156,297.93, approving accounts payable through February 5, 2019 in the amount of \$.114,080.30 and ratify debit card purchase through February 5, 2019 in the amount of \$2,189.45.**

Motion: Motion by Council President Kiser to approve consent agenda was seconded by Council Member Furner and carried unanimously.

2. **Consider approving a special meeting, jointly with the Planning and Zoning Commission, at 7:00 p.m. on February 28, 2019 at the Trolley Station to share and receive information about 10-15 Middleton projects affecting the Middleton Community.**

Mayor Taylor called and introduced the agenda item, and asked if there was anyone in the audience who would like to speak to this item: none.

Motion: Motion by Council President Kiser to approve a special meeting, jointly with the

Planning and Zoning Commission, on February 28, 2019 at 7:00 p.m. at Trolley Station was seconded Council Member Huggins and carried unanimously.

3. **Consider approving a purchase order for AME Electric for installation of a HVAC System at the Powder River Pump Station in an amount not to exceed \$9,700.00.**

Mayor Taylor called the agenda item and City Engineer Amy Woodruff introduced the item. Mayor Taylor asked if there was anyone in the audience who would like to speak to this item: none.

Motion: Motion by Council President Kiser to approve the request was seconded by Council Member Huggins and carried unanimously.

4. **Consider approving a purchase order for Ferguson Water Works for new residential water meters and radios in an amount not to exceed \$62,295.66.**

Mayor Taylor called and introduced the agenda item, and asked if anyone in the audience would like to speak to this item: none.

Motion: Motion by Council President Kiser to approve the request was seconded by Council Member Garner and carried unanimously.

5. **Public Hearing. A request by Traditional Capital Partners to terminate that certain development agreement filed as Inst. No. 200683380 records of Canyon County, Idaho, regarding Blue Meadows Subdivision preliminary plat approved in 2006.**

Mayor Taylor called the agenda item, opened the public hearing and introduced the agenda item. City Attorney Chris Yorgason explained that the subject development agreement related to city codes as they existed in 2006, which are different from today resulting in a conflict of standards, so terminating the development agreement is a smart move for the city. Mayor Taylor asked if anyone in the audience would like to speak to this item: none.

Motion: Motion by Council President Kiser to close the comment portion of the public hearing was seconded by Council Member Furner and carried unanimously. Motion by Council President Kiser to terminate Development Agreement was seconded by Council Member Furner and carried unanimously by roll call vote. Mayor Taylor closed the public hearing at 8:02 p.m.

6. **Public Hearing. A request by the City of Middleton to vacate that certain unimproved public road right-of-way commonly known as West Elm St. abutting the east side of Cemetery Road, and the east 20 feet of that certain right-of-way commonly known as S. Dewey Ave. located south of Idaho Street.**

Mayor Taylor called the agenda item, opened the public hearing and introduced the agenda item. He read into record a letter from **John Perfect** and **Robert Gantz** requesting that the city deny vacating the W. Elm St. right-of-way abutting the east side of Cemetery Road because it would burden them at their ages. **Bill Aus** requested that the city deny vacating the right-of-way of the east 20 feet commonly known as S. Dewey Ave. because the 20 feet would still be used by postal carriers delivering mail, and by garbage trucks and other

drivers to turn-around since S. Dewey Ave. is a dead-end road.

Motion: Motion by Council President Kiser to close the comment portion of the public hearing was seconded by Council Member Furner and carried unanimously. Motion by Council President Kiser deny the request by the City of Middleton was seconded by Council Member Furner and carried unanimously by roll call vote. Mayor Taylor closed the public hearing at 8:30 p.m.

Public, Mayor, Department and Council Comments: none.

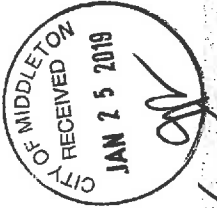
Adjourn: Mayor Taylor adjourned the meeting at 8:37 p.m.

ATTEST:

Mayor Darin Taylor

Dawn M. Dalton, Deputy Clerk
Minutes Approved: February 20, 2019

CITY OF MIDDLETON
 1103 W. MAIN ST., MIDDLETON, ID 83644
 208-585-3133, 208-585-9601 FAX
 WWW.MIDDLETONI.ID.GOV



APPLICANT INFORMATION: Date Submitted: 1/25/19

- STRUCTURE:**
- New Commercial Addition
 - Tenant Improvement
 - Sign Demolition Other Pinic Table cover

Property/Permit Address: 407 N. HAATHORNE AVE.

Applicant: Concrete Middleboro P&R Phone: 208-585-3461

Contractor Company Name: GMPRD

Contractor Address: Same as above

Contractor Phone: 208-585-3461 License: _____

Contractor E-mail: gmpredtim@gmail.com

Sq. Ft. Area: 6400 Occupancy: _____ Fire Sprinklers Yes No

Occupant Load: _____ Construction Type: _____

Lot _____ Block _____ Subdivision: _____

In Floodplain? Yes No

Commercial Required Document Check list:

- 2 Hard copy plans 1 Digital copy plans
- Com. Check Elev. Cert. (if in floodplain)

The undersigned hereby applies for a permit for the work herein indicated and shown and approved in the accompanying plans and specifications. Applicant is responsible for identifying all property lines and ensuring setbacks.

Applicant Signature Sian O'Leary

Request waiver of Permit fee & add to council agenda

Permit Deposit \$250.00 Check #: _____ By: _____



COMMENTS/INSTRUCTIONS:

CITY BUILDING AND ZONING OFFICIALS:

ZONE: R-4 IN FLOODPLAIN? Yes No

Zoning Approved Date: 1/25/19 By: DF

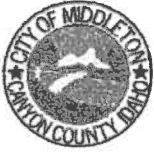
Construction Cost: \$ 7,000.00

Permit Fee:	\$ <u>139.25</u>
Plan Review Fee:	\$ <u>96.51</u>
Res/Comp/Manual J Fee:	\$ _____
Public Works Inspection Fee:	\$ _____
Water Connection Fee:	\$ _____
Sewer Connection Fee:	\$ _____
Transportation Impact Fee:	\$ _____
Late Comers Fee:	\$ _____
East Trunk line Fee:	\$ _____
SUBTOTAL	\$ _____
Deposit Credit:	\$ _____
Sewer Credit:	\$ _____
Late Comers Credit:	\$ _____
TOTAL:	\$ <u>229.76</u>

Building Official: Shirley August Date: FEB 05 2019

THIS PERMIT is issued subject to the regulations contained in the Building Code and City Regulations of Middleton, Idaho, and it is hereby agreed that the work to be done as shown in the plans and specifications will be completed according to City regulations.

Permit # _____
 Date Issued: _____
 By: _____



CITY OF MIDDLETON
 PO BOX 487, MIDDLETON, ID 83644
 208-585-3133, 208-585-9601 FAX

ADMINISTRATIVE
 TROLLEY STATION RENTAL AGREEMENT
 REV. 8/2017

TROLLEY STATION RENTAL AGREEMENT

This agreement is made and effective on Feb 8, 2019 between the City of Middleton, a municipal corporation of the State of Idaho, (Facility Owner) and Middleton Middle School PTO (Renter). The Trolley Station, kitchen, restrooms, and museum are owned and operated by the City of Middleton, and use of all or a portion of the facility is governed by the Middleton City Code. This fully-executed agreement, a paid or waived rental fee(s), a Property Condition Form signed by the Renter, and a City of Middleton Catering Permit Application and copy of the designated Alcohol Server license (if applicable), constitute a complete Trolley Station Rental Agreement. In consideration of the mutual covenants contained in this agreement, the Facility Owner rents the Trolley Station at 310 Cornell Street, Middleton, Idaho to the Renter under the following terms and conditions.

TERMS AND CONDITIONS

Activity/Event Description. mms fundraiser

100 Capacity. The maximum capacity of the Trolley Station is 100. The Renter agrees to not cause or allow more than 100 individuals to be in the Trolley Station at one time.

CM Date and Time of Use. 4-6-19 6-9

Time is of the essence with reference to the time of use, and any extra time for any reason must be approved in writing by the Facility Owner and must be paid for in advance.

CM Alcohol. Alcohol will be served Alcohol will not be served
 Alcohol served at the Trolley Station must be served by an Idaho licensed alcohol server, and a copy of the server's license shall be attached to this application. If alcohol will be served at the Trolley Station, the Renter agrees to comply with the laws of the State of Idaho when using and serving alcohol. The Renter shall complete and return to the Facility Owner the City of Middleton Catering Permit Application at least five (5) calendar days prior to the event/activity (Send copy of Catering Permit to Idaho State Police and the Middleton Police Department).

CM Non-Smoking Facility. Smoking, vaping and use of e-cigarettes are prohibited in the Trolley Station and city-owned parks. Designated smoking areas outside but near Trolley Station are clearly marked. The Renter agrees cause or allow smoking, vaping and use of e-cigarettes only in city-designated smoking areas.



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mm **Decorations.** The Renter agrees to hang decorations only using the hooks previously installed by the Facility Owner.

mm **Prohibited.** The Facility Owner and the Renter agree that the following or similar uses and items are strictly prohibited because of damage that could result: open flames, use of gasoline, fuels, oil lanterns or electrical equipment engines, motors or machinery, candles, glitter, confetti, straw, rice, birdseed, hay, drinks with red or purple dye, duct tape, fastening decorations to or hanging decorations on the projector, screen, light or fan fixtures, wood paneling, cabinets, doors, walls, or windows; denting, creating a hole, installing a hook, fastener, or inserting thumb tacks of any kind into the facility's walls, ceiling, or woodwork; or scarring or marking a window sill. The Renter agrees to pay to repair damage the Renter or Renter's representative, agent, guest, or visitor causes or allows.

mm **Noise.** Public disturbance by loud or offensive noise, especially after 10:00 p.m. is prohibited.

mm **Fees and Refundable Deposit.** The Renter agrees to pay the Facility Owner the deposit and fee due prior to using the facility and/or equipment. The deposit and fee amounts are set by resolution of the Middleton City Council, and are included on the city's fee schedule. The Renter agrees to clean the facility and equipment, and after the Renter's activity or event, return possession of the facility and equipment to the Facility Owner in the same condition as when the Renter received it, normal wear and tear excepted. Expenses incurred by the Facility Owner to clean or repair the facility and/or equipment will be deducted from the Renter's deposit. The balance of the deposit, if any, will be returned to the Renter. If the expense to repair or clean the facility and/or equipment incurred by the Facility Owner exceeds the deposit, the Renter agrees to pay the Facility Owner the additional amount.

mm **Cleaning.** The Trolley Station facility and equipment will be in a clean condition prior to the Renter's activity or event. Cleaning must be complete by the end of the contract period and cannot be delayed until the following day. If the Renter would like to clean the facility the day following the activity or event, then that day needs included in the date and time of use, and the appropriate fee paid. The Renter agrees to deliver the Trolley Station to the Facility Owner in as good condition as at the beginning of this agreement, including cleaning the facility and collecting, bagging and removing trash from the facility after the Renter's activity or event. The Renter agrees to pay the costs of cleaning or repairing any damage to fixtures, furniture or furnishings, walls, windows, ceiling, doors, flooring, kitchen, bathrooms, or electrical equipment caused by any act of the Renter or the Renter's employees, agents or anyone visiting the Trolley Station during the Renter's date and time of use.



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The Facility Owner and the Renter agree that the determination of whether the facility and equipment are clean or damaged is in the sole discretion of the Facility Owner.

CM **Facility.** The Facility Owner at a large expense remodeled Trolley Station in 2015-2016 into an event center for Middleton with an elegant environment, audio/video projection system and screen, warming kitchen, restrooms, a drinking fountain, and light-weight tables and chairs. The Facility Owner and the Renter will inspect the facility and review the attached Property Condition Form identifying the condition of the facility and equipment. The Renter must provide the city a complete Trolley Station Rental Agreement prior to occupying or using the facility.

The facility and equipment are available for use on a first-come, first-served basis unless previously reserved by calling 208-585-3133 or visiting City Hall. The Facility Owner may enter the Trolley Station at any time to inspect the facility and/or equipment if the Facility Owner suspects the terms and conditions of this agreement are being violated. An individual may be removed or this agreement terminated by the Facility Owner if the individual refuses to comply with the Middleton City Code or the terms and conditions of this agreement. The Facility Owner may decline to rent the facility to anyone who in the past has not complied with Middleton City Code or the terms and conditions of their agreement with the city.

CM **Utilities, Kitchen, and Restrooms.** Use of the utilities, kitchen and restrooms is included in the fee to rent the Trolley Station. The kitchen is only for keeping food warm, final food presentation, serving and bussing. The kitchen does not contain dishes, glassware, knives, utensils, pots, or pans. The Renter agrees to not prepare or cook food in the kitchen.

CM **Access.** The sidewalks, doorways, and halls providing access to the facility are only for loading/unloading items for an activity or event, and for individual ingress/egress. Obstructing sidewalks, doorways, and halls is prohibited. The Renter agrees to not cover or obstruct windows in the facility, including light fixtures, without prior written consent from the Facility Owner.

CM **Safe and Legal Use.** The Renter agrees to comply with all applicable local, state and federal laws, and use the facility and equipment in a safe manner.

CM **Liability.** The Renter acknowledges the risk of large gatherings of people at one location and hereby assumes the risk of loss associated with renting the Trolley Station. The Renter releases and agrees to hold harmless the Facility Owner and its officers, agents, employees and representatives, from



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any claim, demand, loss, cost or damage that may arise in connection with the Renter's rental of Trolley Station. The Facility Owner does not represent or warranty that the property is fit for any particular purpose, and does not assume any liability or responsibility for any personal property placed in the Trolley Station during the Renter's date and time of use.

CM **Abandoned Property.** The Renter and Facility Owner agree that the Facility Owner has the sole right to the custody of any personal property remaining at the facility after the Renter's activity/event is over, and the property is deemed abandoned and becomes property of the Facility Owner after five business days following the date of Renter's use of the facility.

CM **Assignment or Subletting Prohibited.** Neither party may assign this rental agreement or sublet all or a portion of the facility without the prior written consent of the Facility Owner.

CM **Impossibility.** The Renter releases and waives any claim against the Facility Owner for any loss or damage due to any defect of the water, sewer, drainage, heating, electrical, ventilation, or refrigeration system in, at, or connected to the facility that occurs while the in connection with Renter's activity or event. If any part of one or more of these systems fails or is damaged by natural causes, fire, strikes, failure of utilities, or Act of God which, in the sole discretion of the Facility Owner, renders the fulfillment of this rental agreement by the Facility Owner impossible, then the Renter releases Facility Owner, its officers, representatives, agents, and employees from any demand or claim for loss or damage arising from any of these causes.

CM **Applicable Law.** This agreement shall be governed according to the laws of the State of Idaho.

CM **Binding Agreement.** This agreement is binding on the parties and their respective heirs, executors, administrators, personal representatives, successors and assigns.

FACILITY OWNER:

Melissa Sorlien
 Signature
Melissa Sorlien
 Printed Name
208-585-3133
 Phone Number

RENTER:

Cheri Moore
 Signature
Cheri Moore
 Printed Name
208-843-5620
 Phone Number

Deposit Paid: \$500.00 CK# 3093
 Fee Paid: _____
 Receipt #: _____

Driver's License # ZB151620H Exp: 10-22
 Address: 22033 Eel Ln Middleton ID 83644
 Pre-Rental Inspection time: _____
 Post-Rental Inspection time: _____

Event Coordinator: _____ Phone: _____

TROLLEY STATION RENTAL AGREEMENT

Page 4 of 4

Please waive the rental fee of \$320 for Middleton Middle School PTO fundraiser.

CM



ADMINISTRATIVE REVIEW AND REPORT

City Council

Raw Pastures Estates Subdivision

A request by Wesley McDermott to amend Raw Pastures preliminary and final plats from three lots to four on approximately 12.5 acres. The subject property is approximately 130 feet south of Foothill Rd and approximately 615 feet east of Duff Ln, Middleton, Idaho, commonly referred to as Canyon County parcel number R33853010A0.

Applicant: Wesley McDermott
374 Cerro St
Encinitas, CA 92024

Representative: Bruce Peterson

1. **APPLICATION:** The application was accepted by the City on February 6, 2019.

2. **NOTICE OF PUBLIC HEARING:**
Letters to 300' Property Owners: February 6, 2019
Letters to Agencies: February 6, 2019

3. **APPLICABLE CODES AND STANDARDS:**
Idaho Code Title 67, Chapter 65
Middleton City Code (MCC) 1-14-1, 2, 4, 1-15-1, 5, and 5-4-4
Middleton Comprehensive Plan, Dec. 20, 2017 version

4. **PLANNING AND ZONING OFFICIAL REVIEW COMMENTS:**
On November 28, 2018 the Middleton City Council approved a preliminary plat permit for Raw Pastures Estates Subdivision. The Decision and Order for Raw Pastures Estates states that preliminary and final plats are approved if Southwest District Health grants a sewer permit on the lot that is less than two acres and that the City Engineer will sign the final plat once the driveway is built and the final plat is in substantial conformance with the approved preliminary plat. The driveway still needs to be built, however; Southwest District Health approved the request for a sewer permit on January 3, 2019.

The applicant proposes to amend the Raw Pastures Estates Subdivision preliminary and final plats from three lots to four.

Written Agency Responses to Date: No agency responses received.

Written Property Owners Responses to Date: No property owner responses received.

5. CONCLUSION

The proposed preliminary and final plats comply with city code and standards.

6. RECOMMENDATION

The Planning and Zoning Commission recommended approval of the preliminary plat from three lots to four on approximately 12.5 acres.

Reviewed and Reported by Randall Falkner, February 14, 2019



February 11, 2019

TO: Randall Faulkner, Zoning Official

FROM: Civil Dynamics PC, City Engineer
Amy Woodruff, PE

A handwritten signature in black ink, appearing to read "Amy Woodruff". The signature is written in a cursive, flowing style.

RE: RAW PASTURES – REVISED Preliminary Plat/Final Plat Submittal

Thank you for the opportunity to review the submittal for the above referenced preliminary plat and final plat. Below is a summary of items noted during the review:

MCC 6-1-1.A. All lots are required to front on a public road unless otherwise approved by the City.

Please revise Note 15 to remove the "common area" language and simply note Lot 4 Block 1 is an unbuildable lot due to access and sanitary restrictions will remain in place. The Lot 4 Block 1 area is not intended to be held in common.



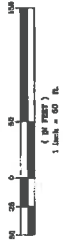
PRELIMINARY PLAT
OF
RAW PASTURES ESTATES
PART OF THE W 1/2 OF THE NE 1/4 OF
SECTION 4, T. 4 N., R. 2 W., B.M.
CITY OF MIDDLETON, IDAHO
2019

OWNER:

OWNER AND DEVELOPER:
WILLY WILSON
1405 S. GARDNER ST.
MIDDLETON, IDAHO 83402
LAND SURVEYOR:
TARA M. SANDERSON, LLC
1000 S. GARDNER ST.
MIDDLETON, IDAHO 83402
REGISTRATION NO. 1111

SITE:

PROPOSED ZONING: ZONE R-3
PROPOSED LOT SIZE: 1.00 AC
PROPOSED LOT AREA: 43,560 SQ FT
PROPOSED LOT AREA: 43,560 SQ FT
TOTAL LOTS: 3
TOTAL AREA: 130,680 SQ FT (3.00 AC)



NOTES

1. ANY SUBMISSION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS OF THE CITY OF MIDDLETON.
2. THIS DEVELOPMENT SHALL COMPLY WITH ZONING CODE SECTION 31-3005.
3. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48 INCHES TO ACHIEVE THE PROPOSED ZONING.
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15. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48 INCHES TO ACHIEVE THE PROPOSED ZONING.

SURVEYOR'S CERTIFICATE

I, TARA M. SANDERSON, SURVEYOR, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THE INFORMATION CONTAINED HEREIN IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

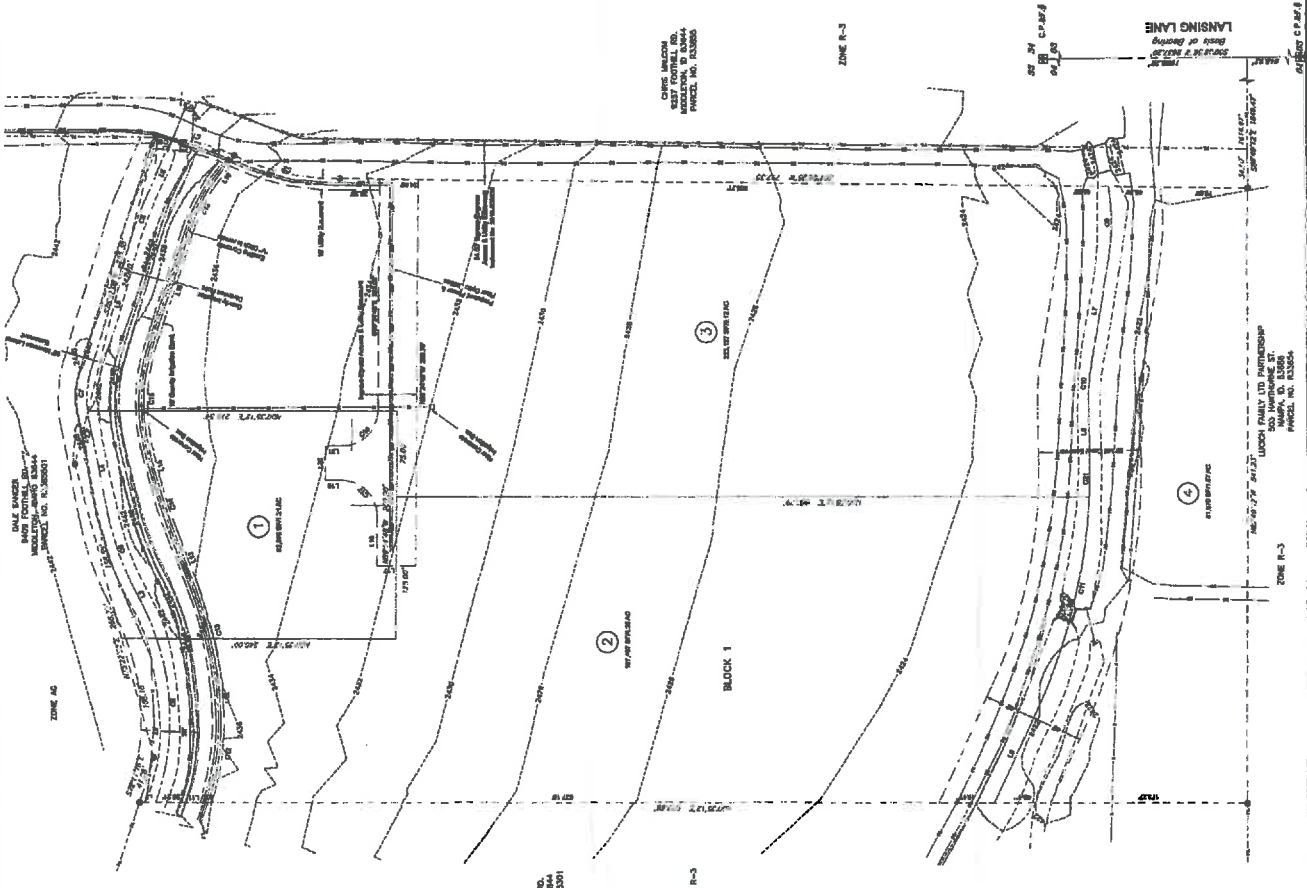


PRELIMINARY PLAT OF RAW PASTURES ESTATES

SRC. 4, T. 4 N., R. 2 W., B.M.

BOOK # 68-01-01-00-0000

PAGE # 1



VICINITY MAP
1"=1000'



LEGEND

- AB - Abandonment Cor.
- FR - Found 1/2" Rubber
- FR - Found 5/8" Rubber
- Property Line
- Platted Right-of-Way
- 2'-Edge of Street
- 3'-Property Acquisition Culvert
- Proposed Lot Line
- Subordinate Boundary Line
- Easement Line
- Section Line
- 1'-Concrete Road

LINE TABLE

LINE NO.	DESCRIPTION	BEARING	DISTANCE
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CURVE TABLE

STATION	CHORD BEARING	CHORD DISTANCE	CHORD AREA
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