



**CALDWELL URBAN RENEWAL AGENCY**  
**7:00 P.M.**  
**Monday, August 10, 2020**  
**REGULARLY SCHEDULED MEETING**

- ROLL CALL**
- CONFLICT OF INTEREST DECLARATION**
- SPECIAL PRESENTATIONS**
- PUBLIC COMMENTS**

**CONSENT CALENDAR [All Consent Calendar items are considered action items]**

- 1) Approve minutes from the Urban Renewal Agency Regularly Scheduled Meeting held on July 13, 2020;
- 2) Approve Resolution authorizing the execution of a Financial Audit Contract with Eide Bailly for fiscal year ending September 30, 2020;
- 3) Approve Resolution authorizing the execution of a Legal Agreement with Hamilton, Michaelson & Hilty, LLP for legal services for the period of October 1, 2020 – September 30, 2021 in the amount of \$78,000.00.

**OLD BUSINESS**

- 1) Economic Development Activity Report from Steve Fultz (July 2020).
- 2) Economic Development Activity Report from Steven Jenkins (July 2020).
- 3) Consider Resolution authorizing the execution of an Independent Contractor Agreement with ElJay Waite for evaluation of a new or revised Caldwell North Urban Renewal Area.
- 4) Consider Resolution authorizing the execution of a Development & Disposition Agreement with Mussell Construction Inc. for the site known as the Cleveland Event Center located at 711 Cleveland Boulevard.
- 5) Consider Resolution authorizing the execution of a Development & Disposition Agreement with Side-A Brewing Company for the site located generally easterly of the intersection of South Kimball Avenue and Arthur Street in downtown Caldwell.

**NEW BUSINESS**

- 1) **ACTION ITEM:** Public Hearing pursuant to Idaho Code 50-1002, for consideration of the proposed budget for the Urban Renewal Agency for the City of Caldwell for the fiscal year beginning October 1, 2020 and ending September 30, 2021.
- 2) **ACTION ITEM:** Consider Resolution approving the Urban Renewal Agency budget for fiscal year beginning October 1, 2020.
- 3) **ACTION ITEM:** Consider Resolution authorizing the sale of irrigation equipment from the Caldwell Urban Renewal Agency for disposition by public auction.
- 4) **ACTION ITEM:** Consider invoices for payment from the URA Treasurer:

VENDOR	AMOUNT	DESCRIPTION
City of Caldwell – Economic Development	\$18,000.00	August: Economic Development Contribution
Hamilton, Michaelson & Hilty	\$5,940.00	July: Attorney Fee
Cold Steel Constructors	\$25,000.00	BIG Payment #5 (April – June)
Fresca	\$25,000.00	BIG Payment #3 (April – June)
Capital Distributing	\$25,000.00	BIG Payment #2 (April – June)
AMFEC	\$25,000.00	BIG Payment #3 (April – June)
Price Pump	\$25,000.00	BIG Payment #2 (April – June)
Syringa	\$18,750.00	BIG Payment #3 (April – June)
<b>TOTAL</b>	<b>\$167,690.00</b>	

5) **ACTION ITEM:** Consider ratification of invoices from the URA Treasurer:

VENDOR	AMOUNT	DESCRIPTION
Autumn Gold	\$40,000.00	Denver Street Project Improvement
City of Caldwell	\$1,755,216.75	Airport Land Purchase at 5104 E. Linden
City of Caldwell	\$221,712.26	Hangar at Caldwell Industrial Airport for TVCC Aviation Program
City of Caldwell	\$172,971.00	3811 Crown Street – Relocation Caldwell Industrial Airport Property
<b>TOTAL</b>	<b>\$2,189,900.01</b>	

- 6) Treasurer Report:
  - a. **ACTION ITEM:** Approve Monthly Cash Reconciliation Reports.
- 7) Attorney Report:
  - a. *Update Report:* Creekside Development (Downtown Caldwell)
- 8) Chairman Report:
- 9) Commissioner Reports
- 10) Motion to adjourn

**Date of the next Regularly Schedule Urban Renewal Agency Meeting:** Monday – September 14, 2020 at 7:00 p.m. in the Community Room - Caldwell Police Station at 110 South Fifth.

Any person needing special accommodations to participate in the meeting should contact the Secretary to the Urban Renewal Agency at 411 Blaine Street or call #455-4656 prior to the meeting. The entire agenda packet and minutes may be viewed on the City of Caldwell’s website: <http://www.cityofcaldwell.com/page/AgendasT/or> <http://www.cityofcaldwell.com/1889447> .

Cualquier persona que necesita arreglos especiales para participar en la reunión debe comunicarse con el Secretario de la Ciudad en 411 Blaine Street o llame al # 455 a 4656 antes de la reunión.



**CALDWELL URBAN RENEWAL AGENCY**  
**6:00 P.M.**  
**Monday, July 13, 2020**  
**WORKSHOP**

**PUBLIC WORKSHOP FOR THE PURPOSE OF DISCUSSING THE FY-2021 BUDGET FOR THE CALDWELL URBAN RENEWAL AGENCY.**

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**CALDWELL URBAN RENEWAL AGENCY**  
**7:00 P.M.**  
**Monday, July 13, 2020**  
**REGULARLY SCHEDULED MEETING**

- ROLL CALL**
- CONFLICT OF INTEREST DECLARATION**
- SPECIAL PRESENTATIONS**
- PUBLIC COMMENTS**

**CONSENT CALENDAR [All Consent Calendar items are considered action items]**

- 1) Approve minutes from the Urban Renewal Agency Regularly Scheduled Meeting held on June 8, 2020 and the Joint Workshop Session with Caldwell City Council on June 17, 2020;
- 2) Approve Resolution accepting the audit proposal from Eide Bailly for FY-2020.

**OLD BUSINESS**

- 1) Economic Development Activity Report from Steve Fultz (June 2020).
- 2) Economic Development Activity Report from Steven Jenkins (June 2020).

**NEW BUSINESS**

- 1) **ACTION ITEM:** Set the public hearing date for the next Regularly Scheduled URA Meeting on **August 10, 2020 at 7:00 p.m.**, pursuant to Idaho Code 50-1002, for consideration of the proposed budget for the Urban Renewal Agency for the City of Caldwell for the fiscal year beginning October 1, 2020 and ending September 30, 2021.
- 2) **ACTION ITEM:** Consider hiring a feasibility study consultant to assist with evaluation of a new or revised Caldwell North Urban Renewal Area.
- 3) **ACTION ITEM:** Consider invoices for payment from the URA Treasurer:

VENDOR	AMOUNT	DESCRIPTION
City of Caldwell – Economic Development	\$18,000.00	July: Economic Development Contribution
Hamilton, Michaelson & Hilty	\$5,940.00	June: Attorney Fee
City of Caldwell – Cemetery	\$297,000.00	Loan Repayment: Payment 3 of 4
City of Caldwell – Park Impact	\$158,510.00	Wolfe Field Lighting Contribution
City of Caldwell – Park Impact	\$59,625.00	Simplot Field Lighting Contribution
City of Caldwell – Street	\$2,469.72	Reimbursement: Street Dept. Labor (Lighting for Simplot and Wolfe Field)
<b>TOTAL</b>	<b>\$541,544.72</b>	

- 4) **ACTION ITEM:** Consider ratification of the following invoice from the URA Treasurer:

VENDOR	AMOUNT	DESCRIPTION
Canyon County	\$96,701.00	May: Reimbursement of site improvement costs at the Canyon County Fair Expo site.
<b>TOTAL</b>	<b>\$96,701.00</b>	

**CALDWELL URBAN RENEWAL AGENCY**

**Workshop  
MINUTES  
6:00 P.M.**

**Monday, July 13, 2020**

**PUBLIC WORKSHOP FOR THE PURPOSE OF DISCUSSING THE FY-2021 BUDGET FOR THE CALDWELL URBAN RENEWAL AGENCY.**

Present: Commissioner Hopper, Commissioner Porter, Commissioner Warwick, Commissioner Allgood.  
Absent: Commissioner Ramirez and Commissioner Wagoner.

Staff present: Carol Mitchell (Agency Treasurer), Brent Orton (Public Works Director), and Debbie Geyer (Agency Secretary).

Carol Mitchell, URA Treasurer at 411 Blaine Street, provided handouts outlining the proposed budget including Maintenance & Operations, Project Expenditures and City Increment Allocations for previously approved projects, and Bond Payments.

Proposed projects for the URA FY-2021 budget include:

- Street Improvements \$399,695
- Economic Development Support \$216,000
- LID 17-1 Downtown Streetscape (URA & City Match) \$450,000
- Norman Parking Lot \$402,000
- Fencing along RR Right-of-Way (Norman/OK Livestock) \$ 34,992

	FY 2018	FY 2019	FY 2020	FY 2021
FUND	Actual Expenditures	Actual Expenditures	Budget Expenditures	Proposed Expenditures
General Fund	\$12,213,673	\$6,423,528	\$8,418,663	\$20,240,835
	Actual Non-Tax Increment Revenue	Actual Non-Tax Increment Revenue	Budget Non-Tax Increment Revenue	Proposed Non-Tax Increment Revenue
General Fund	\$9,510,555	\$2,200,478	\$115,705	\$778,480
	Actual Tax Increment Revenue	Actual Tax Increment Revenue	Budget Tax Increment Revenue	Proposed Tax Increment Revenue
General Fund	\$7,864,839	\$8,984,695	\$8,854,965	\$10,253,693
<b>TOTAL All Revenue</b>	<b><u>\$17,375,394</u></b>	<b><u>\$11,184,695</u></b>	<b><u>\$8,700,670</u></b>	<b><u>\$11,032,173</u></b>
*Use of Fund Balance, R.E. or Balance Sheet Changes	\$5,161,721	\$4,761,167	\$282,007	(\$9,208,662)
Revenue to meet Expenditures	<u>\$12,213,673</u>	<u>\$6,423,528</u>	<u>\$8,418,663</u>	<u>\$20,240,835</u>

The workshop concluded at 6:55 p.m.

**CALDWELL URBAN RENEWAL AGENCY**

**Regularly Scheduled Meeting  
MINUTES**

**7:00 P.M.**

**Monday, July 13, 2020**

**(ROLL CALL)**

The regularly scheduled meeting of the Caldwell Urban Renewal Agency convened at 7:00 p.m. in the Caldwell Police Department Community Room with Chairman Hopper presiding.

The secretary called the roll. Present: Commissioner Hopper, Commissioner Porter, Commissioner Warwick, Commissioner Wagoner, and Commissioner Allgood. Absent: Commissioner Ramirez.

Staff present: Carol Mitchell (Agency Treasurer), Brent Orton (Public Works Director), Steve Jenkins (Economic Development), and Debbie Geyer (Agency Secretary).

**CONFLICT OF INTEREST DECLARATION)**

None.

**(SPECIAL PRESENTATIONS)**

None.

**(PUBLIC COMMENTS)**

None.

**CONSENT CALENDAR [All Consent Calendar items are considered ACTION ITEMS]**

- 1) Approve minutes from the Urban Renewal Agency Regularly Scheduled Meeting held on June 8, 2020 and the Joint Workshop Session with Caldwell City Council on June 17, 2020;
- 2) Approve Resolution accepting the audit proposal from Eide Bailly for FY-2020.

MOVED by Porter, SECONDED by Wagon to approve the Consent Calendar as printed.

Roll call vote: Those voting yes: Porter, Warwick, Wagoner, Allgood, and Hopper. Those voting no: none. Absent and/or not voting: Ramirez.

MOTION CARRIED

**OLD BUSINESS:**

**(ECONOMIC DEVELOPMENT ACTIVITY REPORT FROM STEVE FULTZ – JUNE 2020)**

It was noted that Mr. Fultz was not able to attend tonight's meeting. Chairman Hopper acknowledged the written report provided by Mr. Fultz.

Steve Fultz, Economic Development Director, 411 Blaine Street was not present to read the Economic Development Report into the record.

Project North: Continue working with developers considering a mixed-use site (commercial and industrial) in the current UR district. Submitted one new lead from Site Selector

Project Prometheus: Large business lead from BVEP...600,000 sq. ft. + facility needing 80 acres for light industrial use...still active on BVEP list

Project Spirit: New project from BVEP looking for site to develop 30,000 to 40,000 sq. ft. office (class "A") space. 200+ jobs. Submitted BVA site and recommended 2 other sites in the Sky Ranch area for consideration

Project Pellet...new mixed-use development (retail, office, and distribution)...shared same sites as Project Spirit. Looking for potential site, but is on hold for now.

Project Raptor...new lead from BVEP; 350,000 to 700,000 sq ft food processing business (North Ranch and Laude property submitted)

Project Ranger...new project from Site Selector for 350,000 sq. ft., food processing company looking at expansion. 350+ jobs

Project Scope...new project, working with BVA on potential warehouse/distribution project for the North Ranch area

Project Northwest Sandpiper...lead from Idaho Commerce, business expansion of manufacturing and distribution. 15 to 25 acres, \$20 million with 40+ new jobs.

Project Equip...new project; 250,000 sq ft distribution facility in Sky Ranch. Numerous meetings and connections have occurred...property under contract

Continue working with TVCC and others on the development of an aircraft maintenance facility to be located in Caldwell/Caldwell Industrial Airport...making good progress on establishing the program...in need of a suitable building at the airport

Caldwell Innovation Center...meeting with potential funding sources and other experts from around the State on the mission and direction for the organization. Working in partnership with Idaho Tech Council, SWIMA, and TechHelp

#### **STEVEN JENKINS – MAY 2020)**

Steve Jenkins, Economic Development Department at 411 Blaine Street, outlined the contents of the monthly activity report.

##### *Project Westcoast Can:*

- Beverage manufacturer with a total investment of \$220 million with a potential of 150 jobs
- 100,000-300,000 square foot building
- Want to break ground in October 2020
- Caldwell submitted two sites

##### *Project Ranger:*

- Food manufacturer
- \$50 million investment
- 350 jobs with an average wage of \$14.75/hr. An additional 350 jobs would be added with future expansions.
- Preferred location would be identified in Q3 2020, secured in Q4 of 2020 with construction to begin in Q1 of 2021 and completed by Q1 2022
- One site submitted

*Project Fun Update:* I spoke with the business owner recently and he still has an interest in locating in Caldwell. Due to COVID-19 issues, he will be looking around more passively, while hoping to secure a location in Q1 of 2021. This will be contingent upon the mandates imposed by the governor in months to come.

*Local development group out of Boise/Eagle* is looking to development a 70-90 unit multi-family development in Caldwell. They are looking at sites near Sky Ranch and on Cleveland Blvd. This is a market rate project.

*Project Radio:* Visited this restaurant and they are still optimistic about locating to Caldwell. With the slowdowns from COVID-19, they are just beginning to pick up the pace with their operation. They are still looking at the Downtown area.

*Project Love:* Restaurant group is interested in locating to Caldwell. They currently have another location in Meridian and wish to expand into the Caldwell market. They offer sweet and savory food options and hope to be close to the downtown core.

*Expedition Baseball League:* Hoping to expand to Caldwell for the 2021 season. They wish to develop a team comprised of athletes from the Treasure Valley and across the country. This will promote economic activity throughout our community as players and teams stay at hotels, dine at restaurants and purchase goods. The Expedition League president, Steve Wagner, will be presenting more information at a forthcoming city council meeting on July 20<sup>th</sup> from 6-7 pm.

*2c Wine Down:* Wrapping up the permit process and will open within the next two weeks. They are located on 7<sup>th</sup> street next to Fire and Ice pottery studio.

*Extreme Pizza:* Will be moving into the space next to 2C Wine Down on the plaza, and they plan to open in October.

UPDATE: KickStart Caldwell has added an area to promote job opportunities on the website. This feature will help our community identify jobs amid the pandemic.

**NEW BUSINESS:**

**(ACTION ITEM: SET THE PUBLIC HEARING DATE FOR THE NEXT REGULARLY SCHEDULED URA MEETING ON AUGUST 10, 2020 AT 7:00 P.M., PURSUANT TO IDAHO CODE 50-1002, FOR CONSIDERATION OF THE PROPOSED BUDGET FOR THE URBAN RENEWAL AGENCY FOR THE CITY OF CALDWELL FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021)**

Chairman Hopper reported that at 6:00 p.m. a workshop was conducted to review the proposed URA FY-2021.

Carol Mitchell, URA Treasurer, recommended setting the public hearing for the proposed budget for Monday, August 10, 2020 at the next Regularly Scheduled URA Meeting at 7:00 p.m. She noted that the proposed expenditures amount to \$20,240,835; Proposed Non-Tax Increment Revenue amount of \$778,480; the Proposed Tax Increment Revenue amount to \$10,253,693 for a total \$11,032,173; and a request a use fund balance in the amount of \$9,208,662.

MOVED by Allgood, SECONDED by Warwick to accept the tentative proposed budget and set the budget public hearing date for Monday, August 10, 2020 at the next Regularly Scheduled City Council Meeting at 7:00 p.m.

MOTION CARRIED

**(ACTION ITEM: CONSIDER HIRING A FEASIBILITY STUDY CONSULTANT TO ASSIST WITH EVALUATION OF A NEW OR REVISED CALDWELL NORTH URBAN RENEWAL AREA)**

Douglas Waterman, Agency Attorney at 1303 12<sup>th</sup> Avenue Road, Nampa, reported that a consultant would be needed for creating a new or revised feasibility study. He noted that Mark Hilty has spoken with ElJay Waite to serve as the feasibility study consultant.

Chairman Hopper reported that the last study was completed approximately eight months ago.

Ms. Mitchell reported that a fund balance of \$7,000 remained from the FY-2020 budget and \$7,000 had been appropriated in the FY-2021 budget for the consultant position.

Commissioner Wagner questioned if the position should go to bid. Discussion followed.

Ms. Mitchell reported that effective July 1, 2020, the Idaho Statute amendment provides a provision for highway districts to opt out of a new URA revenue allocations area. She noted that Mr. Waite had already completed a feasibility study in 2019 for the Caldwell North URA Area. That document could now be modified to reflect the new Idaho ruling rather than hire a consultant who would need to start over on the entire feasibility study.

Commissioner Porter spoke in favor of having Mr. Waite leverage the established relationships he already made with property owners within the area

Commissioner Allgood expressed concern regarding the lack of support from the Canyon County Commissioners at the recent attempt for a new URA revenue allocation area.

Chairman Hopper reported that if a new revenue allocation area were approved, it would not take effect until 2023.

MOVED by Porter, SECONDED by Warwick to move forward with hiring a feasibility study consultant and offer the position to ElJay Waite.

Roll call vote: Those voting yes: Porter, Warwick, Wagoner, Allgood, and Hopper. Those voting no: none. Absent and/or not voting: Ramirez.

MOTION CARRIED

**(ACTION ITEM: CONSIDER APPROVAL OF THE INVOICES FOR PAYMENT AS PRESENTED BY THE URBAN RENEWAL AGENCY TREASURER)**

Carol Mitchell, Agency Treasurer presented outstanding invoices to payment approval.

VENDOR	AMOUNT	DESCRIPTION
City of Caldwell – Economic Development	\$18,000.00	July Economic Development Contribution
Hamilton, Michaelson & Hilty	\$ 5,940.00	June Attorney Fee
City of Caldwell – Cemetery	\$297,000.00	Loan Repayment: Payment 3 of 4
City of Caldwell – Park Impact	\$158,510.00	Wolfe Field Lighting Contribution
City of Caldwell – Park Impact	\$59,625.00	Simplot Field Lighting Contribution
City of Caldwell – Street	\$2,469.72	Reimbursement: Street Dept. Labor (Lighting for Simplot and Wolfe Field)
<b>TOTAL</b>	<b>\$541,544.72</b>	

MOVED by Warwick, SECONDED by Wagoner to approve the invoices for payment as presented.

MOTION CARRIED

Carol Mitchell, Agency Treasurer presented invoices for ratification of payment approval.

VENDOR	AMOUNT	DESCRIPTION
Canyon County	\$96,701.00	May: Reimbursement of site improvement costs at the Canyon County Fair Expo site.
<b>TOTAL</b>	<b>\$96,701.00</b>	

MOVED by Porter, SECONDED by Warwick to approve the invoice ratification of payment as presented.

MOTION CARRIED

**ACTION ITEM: TREASURER'S REPORT)**

**MONTHLY CASH RECONCILIATION REPORTS:**

Carol Mitchell, URA Treasurer at 411 Blaine Street, presented the Monthly Cash Reconciliation Report and recommended its approval:

<b>Banner Bank TOTAL</b>		<b>\$16,031,003.06</b>
LGIP	\$ 116,009.40	
Banner Bank, CD	\$ 250,380.49	
Banner Bank Operating Account	\$15,664,613.17	
<b>Restricted TOTAL</b>		<b>\$15,664,613.17</b>
Restricted – Other Tax Districts	\$9,816,349.80	
Restricted – Caldwell	\$2,542,059.44	
Restricted – URA TVCC	\$ 561,2458.86	
Restricted – URA Job Creation	\$2,744,958.07	

MOVED by Warwick, SECONDED by Allgood to approve the cash reconciliation report as presented.

**(ATTORNEY’S REPORT)**

Agency Attorney Douglas Waterman provided an update on proposed developments in downtown Caldwell.

- a. Cleveland Event Center: Mr. Waterman reported that Mr. Hilty and has been negotiating with Mr. Mussell of Mussell Construction concerning a development agreement. He noted that an agreement would be presented to the URA Commissioners for their consideration at the next meeting scheduled for August 10, 2020.
- b. Side-A Brewing: The draft development agreement is being reviewed by the developer’s attorney. It is planned that an agreement would be presented to the URA Commissioners for consideration at the next meeting scheduled for August 10, 2020.
- c. Creekside Agreement: Mr. Hilty will be meeting with the developer next week for updates concerning the hotel study.

**(CHAIRMAN’S REPORT)**

Chairman Hopper noted that Caldwell City Council approved his reappointment and the reappointment of Jim Porter for a term to expire on July 1, 2023.

Update Report on 215 and 217 South Kimball Avenue: The City Attorney is working to develop an RFP for the site. Contact has been made with Norman’s Jewelry concerning their involvement in the potential replacement of the building and/or the temporarily relocation of their business until a new structure is built. There are no EPA issues concerning the subject site.

**(COMMISSIONER REPORTS)**

None.

**(ADJOURNMENT)**

MOVED by Allgood, SECONDED by Warwick to adjourn at 7:33 p.m.

MOTION CARRIED

Approved as written this 10<sup>th</sup> of August, 2020.

\_\_\_\_\_  
Commissioner Hopper

ATTEST: \_\_\_\_\_  
Debbie Geyer, URA Secretary

\_\_\_\_\_  
Commissioner Porter

\_\_\_\_\_  
Commissioner Warwick

\_\_\_\_\_  
Commissioner Wagoner

\_\_\_\_\_  
Commissioner Allgood

\_\_\_\_\_  
Commissioner Ramirez

**RESOLUTION NO. \_\_\_\_\_**

RESOLUTION AUTHORIZING THE EXECUTION OF THE FINANCIAL AUDIT CONTRACT FOR THE CALDWELL URBAN RENEWAL AGENCY WITH EIDE BAILLY FOR THE YEAR ENDED SEPTEMBER 30, 2020;

**BE IT HEREBY RESOLVED** by the Urban Renewal Agency of the City of Caldwell, Idaho, to approve the execution of the financial audit contract with Eide Bailly hereto as set forth in full.

**PASSED BY THE URBAN RENEWAL AGENCY OF THE CITY OF CALDWELL, IDAHO** this 10<sup>th</sup> day of August, 2020.

**APPROVED BY THE CHAIRMAN OF THE URBAN RENEWAL AGENCY OF THE CITY OF CALDWELL, IDAHO** on this 10<sup>th</sup> day of August, 2020.

APPROVED:

By \_\_\_\_\_  
Urban Renewal Agency Chairman

ATTEST:

By \_\_\_\_\_  
City Clerk



May 15, 2020

Caldwell East Urban Renewal Agency  
Attn: Carol Mitchell  
621 Cleveland Blvd  
Caldwell, Idaho 83605

The following represents our understanding of the services we will provide to Caldwell East Urban Renewal Agency.

You have requested that we audit the governmental activities and each major fund, of Caldwell East Urban Renewal Agency (the Agency), as of September 30, 2020, and for the year then ended, and the related notes, which collectively comprise the Agency's basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit applicable to those basic financial statements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that certain information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget to Actual – General Fund

#### **Auditor Responsibilities**

We will conduct our audit in accordance with U.S. GAAS and in accordance with *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the basic financial statements, whether due to fraud or error, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and in accordance with *Government Auditing Standards*.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we have identified during the audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

### **Compliance with Laws and Regulations**

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the Agency's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

### **Other Services**

If requested by you, we may also assist in preparing the financial statements of the Agency in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

## Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide us with:
  - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
  - ii. Additional information that we may request from management for the purpose of the audit; and
  - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- d. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by the entity's auditor;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- f. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- h. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets.
- i. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- j. For the accuracy and completeness of all information provided.

With respect to financial statement preparation services and any other nonattest services we perform, the Agency's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

### **Reporting**

We will issue a written report upon completion of our audit of the Agency's basic financial statements. Our report will be addressed to the governing body of the Agency. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

### **Other**

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

### **Provisions of Engagement Administration, Timing and Fees**

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Jodi Daugherty is the engagement partner for the audit services specified in this letter. Responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. We expect to begin our audit in December 2020.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices are payable upon presentation. We estimate that our fee for the audit will be \$9,410 with \$125/hour for any report preparation assistance. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the Agency's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

In addition, we will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least eight years from the date of our report.

At the conclusion of our audit engagement, we will communicate to Board of Commissioners the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Eide Bailly LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to a regulatory agency pursuant to authority given to it by law or regulation. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the regulatory agency. The regulatory agency may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

*Government Auditing Standards* require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

## **DISPUTE RESOLUTION**

The following procedures shall be used to resolve any disagreement, controversy or claim that may arise out of any aspect of our services or relationship with you, including this engagement, for any reason ("Dispute"). Specifically, we agree to first mediate.

### ***Mediation***

All Disputes between us shall first be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator. The mediator will be selected by mutual agreement, but if we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA").

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute. Mediation will be conducted with the parties in person in Boise, Idaho.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Either party may commence suit on a Dispute after the mediator declares an impasse.

## **INDEMNITY**

You agree that none of Eide Bailly LLP, its partners, affiliates, officers or employees (collectively "Eide Bailly") shall be responsible for or liable to you for any misstatements in your financial statements that we may fail to detect as a result of knowing representations made to us, or the concealment or intentional withholding of information from us, by any of your owners, directors, officers or employees, whether or not they acted in doing so in your interests or for your benefit, and to hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys' fees from any such misstatement, provided that the services performed hereunder were performed in accordance with professional standards, in all material respects.

If a claim is brought against you by a third-party that arises out of or is in any way related to the services provided under this engagement, you agree to indemnify Eide Bailly LLP, its partners, affiliates, officers and employees against any losses, including settlement payments, judgments, damage awards, punitive or exemplary damages, and the costs of litigation (including attorneys' fees) associated with the services performed hereunder provided that the services were performed in accordance with professional standards, in all material respects.

## **ASSIGNMENTS PROHIBITED**

You agree that you will not and may not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly LLP, its partners, affiliates, officers and employees, to any other person or party, or to any trustee, receiver or other third party.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,



Jodi Daugherty  
Partner

\*\*\*\*\*

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Caldwell East Urban Renewal Agency by:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## APPENDIX A

### Caldwell East Urban Renewal Agency

#### Circumstances Affecting Timing and Fee Estimate

The estimated fee is based on certain assumptions. Circumstances may arise during the engagement that may significantly affect the targeted completion dates and our fee estimate. As a result, additional fees may be necessary. You hereby agree that we may charge you additional fees if our actual hours exceed our estimated hours by more than 10% in the event of unanticipated circumstances, including but not limited to those listed below. Additional hours due to the below will be billed at 75% of our standard hourly rates. These additional hours will be tracked in detail and communicated with management throughout the engagement.

1. All requested schedules are not (a) provided by the individual assigned per the PBC list on the date requested to be provided as documented on the PBC list, (b) mathematically correct, or (c) in agreement with the appropriate underlying records (e.g., general ledger accounts). Eide Bailly will provide the accounting personnel with a listing of required schedules and deadlines (PBC list) on EB Connect (secure portal).
2. If we leave the field with more than 25% of our work incomplete due to issues noted in #1 or other unforeseen issues, the remaining fieldwork will be rescheduled for another week that staffing is available at Eide Bailly. This is to prevent the Eide Bailly staff from working nights and weekends to finish up audit fieldwork. Our progress (or lack of progress) will be communicated with management on a daily basis during fieldwork.
3. Weaknesses in the internal control structure that require us to expand our population and testing.
4. Significant new issues or unforeseen circumstances as follows:
  - a. New accounting issues or standards that require an unusual amount of time to resolve.
  - b. New bond issuance or refunding of a bond issuance
  - c. Changes or transactions that occur prior to the issuance of our report.
  - d. Changes in reporting entity.
  - e. Changes in the accounting personnel, their responsibilities, or their availability.
  - f. Changes in auditing requirements set by regulators.
  - g. Changes in accounting systems, trial balance systems or significant changes to the chart of accounts.
5. A significant level of proposed audit adjustments identified during our audit.
6. Changes in audit scope caused by events that are beyond our control.

**At the time of this engagement letter, there are a lot of "unknowns" related to funding provided by the CARES Act. It is possible this funding will result in an additional testing for compliance with laws and regulations. This additional testing may result in additional fees.**



May 15, 2020

To the Board of Commissioners  
Caldwell Urban Renewal Agency  
Caldwell, Idaho

This letter is provided in connection with our engagement to audit the financial statements of Caldwell Urban Renewal Agency as of and for the year ended September 30, 2020. Professional standards require that we communicate with you certain items including our responsibilities with regard to the financial statement audit and the planned scope and timing of our audit.

#### **Our Responsibilities**

As stated in our engagement letter dated May 15, 2020, we are responsible for conducting our audit in accordance with auditing standards generally accepted in the United States of America and in accordance with *Government Auditing Standards*, for the purpose of forming and expressing an opinion about whether the financial statements that have been prepared by management, with your oversight, are prepared, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit does not relieve you or management of your respective responsibilities.

#### **Planned Scope of the Audit**

Our audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Our audit is designed to provide reasonable, but not absolute, assurance about whether the financial statements as a whole are free of material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations. Because of this concept of reasonable assurance and because we will not examine all transactions, there is a risk that material misstatements may exist and not be detected by us.

Our audit will include obtaining an understanding of the entity and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements and as a basis for designing the nature, timing, and extent of further audit procedures. However, we will communicate to you at the conclusion of our audit, significant matters that are relevant to your responsibilities in overseeing the financial reporting process, including any material weaknesses, significant deficiencies, and violation of laws or regulations that come to our attention.

We expect to begin our audit in December 2020.

This information is intended solely for the information and use of Board of Commissioners and is not intended to be and should not be used by anyone other than these specified parties.

Respectfully,

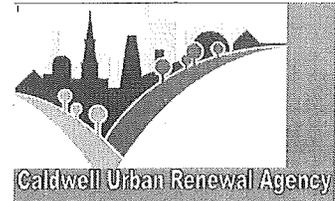
*Eide Bailly LLP*

Boise, Idaho

# MEMORANDUM

TO: Caldwell Urban Renewal Agency

Meeting Date August 10th, 2020



## AGENDA ITEM INFORMATION

<b>SUBJECT:</b>		<b>Department Submittals</b>	<b>X to mark</b>	<b>Initials</b>
Hamilton, Michaelson & Hilty Legal fee increase proposal from \$5,940 - \$6,500		Building Department		
		CDBG		
		Clerk		
		City Attorney	X	mh
		Finance Department	X	chm
		Human Resources		
		Planning & Zoning		
		Fire Department		
		Police Department		
		Public Works		
		Street Department		
		Water Department		
		WWTP		
		Engineering		
				Mapping
<b>COST IMPACT:</b>	\$6,500/mo; \$78,000 annual	Parks and Recreation		
<b>FUNDING SOURCE:</b>	URA Increment	Airport		
		Information Systems		
<b>TIMELINE:</b>	FY2021	Golf Course		
		OTHER:		

### SUMMARY STATEMENT:

Agency has a practical need to identify and retain legal counsel to perform general, civil legal services on its behalf. HMH has been performing legal services for the Agency for several years. Mark Hilty and his staff have established strong and respectful working relationships with staff. Over the past years several years, projects have increased in size and scope and as a result HMH service and time performed for the Agency has also increased.

### RECOMMENDED ACTION:

Approve Legal Agreement with Hamilton, Michaelson & Hilty, LLP for legal services for the period of October 1st, 2020 - September 30, 2021, in the amount of \$78,000.

RESOLUTION NO. 2020-\_\_\_\_

**A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF CALDWELL, IDAHO APPROVING AND AUTHORIZING EXECUTION OF THE AGREEMENT FOR AGENCY LEGAL SERVICES WITH HAMILTON, MICHAELSON & HILTY, LLP AND PROVIDING FOR THIS RESOLUTION TO BE EFFECTIVE OCTOBER 1, 2020**

THIS RESOLUTION is made on the date hereinafter set forth by the Urban Renewal Agency of the City of Caldwell, Idaho an independent public body corporate and politic, authorized under the authority of the Idaho Urban Renewal Agency Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, a duly created and functioning Urban Renewal Agency for Caldwell, Idaho, hereinafter referred to as the "Agency;" and

WHEREAS, pursuant to Idaho Code §50-2006(c) Agency is empowered to retain legal counsel and staff; and

WHEREAS, Hamilton, Michaelson & Hilty, LLP is an Idaho law firm composed of multiple Idaho-licensed practicing attorneys with experience in urban renewal law, the Idaho Economic Development Act and associated issues.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF CALDWELL, IDAHO:

Section 1: Agency hereby authorizes its Chairman to execute and perform that certain Agreement for Agency Legal Services between Agency and Hamilton, Michaelson & Hilty, LLP, a copy of which is attached as **Exhibit A** and incorporated by this reference.

Section 2: That this Resolution shall be in full force and effect October 1<sup>st</sup>, 2020.

ADOPTED AND APPROVED THIS 10<sup>th</sup>, day of August, 2020.

\_\_\_\_\_  
CHAIRMAN

ATTEST:

\_\_\_\_\_  
SECRETARY



**Hamilton, Michaelson & Hilty, LLP**

**Attorneys at Law**

CARL D. HAMILTON\*  
TERRY MICHAELSON\*  
\*Retired

MARK HILTY  
AARON L. SEABLE  
MAREN C. ERICSON

JENNIFER APRIL ROARK  
DOUGLAS L. WATERMAN

April 9, 2020

Rob Hopper, Chairman  
Carol Mitchell, Treasurer  
Board of Commissioners  
Urban Renewal Agency of the City of Caldwell, Idaho  
P.O. Box 1179  
Caldwell, Idaho 83606

Re: *Fiscal Year 2021 Legal Budget*

*via email: [cmitchell@cityofcaldwell.org](mailto:cmitchell@cityofcaldwell.org)*

Gentlemen; Ladies:

I write regarding the budget for Hamilton, Michaelson & Hilty, LLP's ("HMH") contract legal services for fiscal year 2021. Together with my firm, I look forward to continuing the Agency's good work into the future. As always, any of us here at HMH are ready to speak to any of you, at any time, regarding the Agency's legal needs, our services and our fee structure.

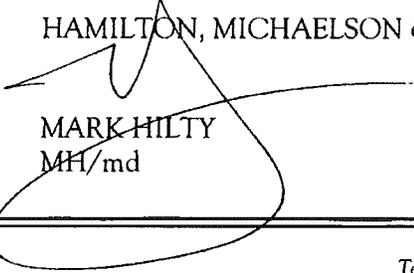
Our current monthly retainer is \$5,940. However, HMH expended an average of 40.33 billable hours per month between April 2019 and March 2020. At our Caldwell hourly rate of \$165 that equates to a monthly retainer of \$6,654 and suggests an increase is in order.

Some of this increased load over the last year was related to the combination of "sunset" issues and the crafting of the proposed CNURA which was ultimately unsuccessful. On the other hand, there will continue to be complex legal issues to address as we sunset the East Urban Renewal Area and there has been discussion of attempting to create the CNURA again if we have County Commissioners more favorable to Urban Renewal. On that latter task, much of the legal work is done but would require some updating if we pursue this early in 2021.

Taking all this into account, I propose a modest increase to \$6,500 per month. We welcome the opportunity to meet with you (perhaps via Zoom in the near future) to present our budget request and answer any questions you may have.

Very truly yours,

HAMILTON, MICHAELSON & HILTY, LLP

  
MARK HILTY  
MH/md

## **AGREEMENT FOR AGENCY LEGAL SERVICES**

THIS AGREEMENT FOR AGENCY LEGAL SERVICES (hereinafter “Agreement”) is made and entered into this 10th day of August, 2020, by and between the URBAN RENEWAL AGENCY OF THE CITY OF CALDWELL, IDAHO, an independent public body corporate and politic, of 411 Blaine St., Caldwell, Idaho 83605 (hereinafter “Agency”), and HAMILTON, MICHAELSON & HILTY, LLP, an Idaho limited liability partnership of 1303 12<sup>th</sup> Avenue Road, Nampa, Idaho 83686 (hereinafter “HMH”).

### **RECITALS**

WHEREAS, Agency has a practical need to identify and retain legal counsel to perform general, civil legal services on its behalf; and

WHEREAS, HMH is a law firm composed of licensed, practicing attorneys in the state of Idaho and has significant experience in providing general, civil legal services; and

WHEREAS, Agency has selected HMH to serve as Agency’s attorney.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the Agency and HMH covenant and agree, as follows:

1. INCORPORATION OF RECITALS. The parties agree that the foregoing Recitals are contractual and binding and are incorporated herein as if set forth in full.

2. DEFINITIONS. In addition to other definitions set forth in this Agreement, for all purposes of this Agreement the following terms are defined and interpreted as herein provided for, unless the clear context of the presentation of the same requires otherwise:

(A) “Additional Legal Services” include the following categories of legal work:

i. Legal work performed by HMH in those cases where civil litigation has been filed (or is imminent) and one or more HMH attorney is “of record” in the case.

ii. Legal work performed by non-HMH attorneys where highly-specialized attorneys are required. This may occur in connection with bonding and financing, environmental matters, water rights, or similarly specialized areas of law. When this occurs, HMH will facilitate the selection of appropriate counsel with the approval of the Agency, monitor the matter, and keep the Chairman and Agency Commissioners advised as the matter. Unless HMH attorneys are assigned as co-counsel in litigation, HMH will not charge Agency for time expended in monitoring matters handled by other counsel.

(B) “Retainer Legal Services” shall include all reasonably necessary legal services required for the effective representation of Agency and applies to all services except those specifically identified in the definition of “Additional Legal Services.”

(C) “Fiscal Year” means and refers to Agency’s fiscal year, now beginning October 1 and ending September 30 of each year. This definition shall be considered automatically amended in the event of an amendment of the fiscal year for Agency.

3. SERVICES PROVIDED BY HMH. Pursuant to the terms of this Agreement, HMH is hereby appointed by the Agency to perform all Retainer Legal Services for the Agency and such other Additional Legal Services approved by the Agency.

4. PAYMENT FOR SERVICES. Agency agrees to pay HMH for services rendered pursuant to the terms of this Agreement, as follows:

(A) As compensation for all Retainer Legal Services, excluding all out-of-pocket expenses incurred by HMH in performing the Retainer Legal Services, Agency shall pay HMH the sum of SIX THOUSAND FIVE HUNDRED DOLLARS (\$6,500) per month commencing October 1, 2020. Subsequent retainer amounts may be adjusted on a fiscal year basis through the

annual budget process for each year this Agreement continues. Although the parties acknowledge that the Retainer Legal Services are provided on a flat-fee basis, HMH agrees to record and maintain accurate time records of all Retainer Legal Services provided by its attorneys (itemized by date and the attorney performing the services), and to provide the same to the Agency on a monthly basis.

(B) Compensation for Additional Legal Services performed by HMH at the request of the Agency shall be paid at the regular HMH hourly rates for each attorney or paralegal, or at \$165 per hour, whichever is less. The current regular HMH hourly rate is \$250 for partners, \$180 for associates and \$60 for paralegals. Adjustments to HMH hourly rates may be approved and implemented through the annual budget process for each year this Agreement continues.

i. Agency shall reimburse HMH for actual out-of-pocket expenses but not ordinary office overhead or supplies, copying or postage, incurred by HMH in the performance of legal services.

ii. HMH shall provide the Agency with a monthly, itemized invoice of all Additional Legal Services performed, including all out-of-pocket expenses.

5. TERM. The term of this Agreement shall commence October 1, 2020 and shall continue until terminated in accordance with Section 9, below.

6. REPRESENTATIONS AND WARRANTIES OF HMH. HMH represents and warrants to Agency as follows:

(A) AUTHORITY. HMH has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement.

(B) NO PROHIBITION TO PERFORMANCE. There are no judgments, liens, actions, or proceedings existing or pending against HMH which would materially affect HMH's ability to enter into or perform under this Agreement.

(C) ENTITY STATUS. HMH is a limited liability partnership, duly organized, validly existing, and in good standing under the laws of the State of Idaho, and has all necessary powers to enter into this Agreement.

(D) MARK HILTY DESIGNATED PRIMARY ATTORNEY. HMH acknowledges that Mark Hilty is designated as the attorney partner with primary responsibility for providing legal services to the Agency pursuant to this Agreement.

(E) PERFORMANCE OF SERVICES. HMH agrees to perform all of the services and work set forth in this Agreement in a timely, efficient, and professional manner, in accordance with the terms of this Agreement and in compliance with existing laws, ordinances, rules, or regulations of any applicable regulatory authority or governmental body.

(F) NON-EXCLUSIVE AGREEMENT. HMH acknowledges that this Agreement shall not be interpreted to limit the Agency's authority to retain the services of other legal counsel to perform any legal services, whether as a result of the Agency's need for special expertise or otherwise.

7. INSURANCE. For purposes of this Agreement, HMH shall carry the following types of insurance in at least the per occurrence limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
Workman's Compensation	Statutory limits
Employer's Liability	\$1,000,000.00
General Liability (bodily injury and/or property damage)	\$1,000,000.00
Professional Liability	\$1,000,000.00

8. EXTENSION OF TERM OF AGREEMENT. This parties may mutually agree to renew or extend the term of this Agreement.

9. TERMINATION. This Agreement may be terminated upon mutual agreement of the parties. Either party may terminate this Agreement upon 30 days prior notice to the other party. Agency shall also have the right to remove HMH as Agency's attorney and terminate this Agreement, with or without cause, at any time, which termination shall be effective upon service of written notice to HMH in the manner set forth herein. In the event of a termination, Agency shall remain responsible to pay HMH for all services provided through the date of termination pursuant to the terms of this Agreement.

10. GENERAL PROVISIONS.

(A) ATTORNEY FEES. If any action or proceeding is initiated to enforce or construe any provision of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from any party or parties against whom a judgment is entered, all reasonable attorney fees and costs incurred by the prevailing party in connection with such action or proceeding in addition to such other relief to which such prevailing party is entitled.

(B) BINDING EFFECT. This Agreement shall be binding upon the heirs, estates, personal representatives, successors, and assigns of the parties.

(C) CHOICE OF LAW. This Agreement will be interpreted in accordance with the laws and statutes of the State of Idaho.

(D) NOTICES. Any notice under this Agreement shall be in writing and shall be treated as duly delivered if the same is personally delivered or deposited in the United States mail, certified, return receipt requested, postage prepaid, and properly addressed as follows:

Notice to Agency:

Debbie Geyer  
Urban Renewal Agency of the City of Caldwell, Idaho  
411 Blaine St.  
Caldwell, Idaho 83686

Notice to HMH:

Mark Hilty  
Hamilton, Michaelson & Hilty, LLP  
1303 – 12<sup>th</sup> Avenue Road  
Nampa, Idaho 83686

(E) PARAGRAPH HEADINGS. The paragraph headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the respective paragraphs.

(F) PARTIAL INVALIDITY. Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision of this Agreement is prohibited by or invalid under applicable law, it

shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement

(G) TIME. Time is declared to be of the essence to this Agreement.

(H) WAIVER. The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referenced in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

(J) NO ASSIGNMENT BY HMH. HMH shall not sell, assign, or transfer all or any portion of its interest in this Agreement at any time.

(K) HANDWRITTEN PROVISIONS. Handwritten provisions inserted in this Agreement, and initialed by the parties in ink, shall control all typewritten provisions in conflict therewith.

(L) ENTIRE AGREEMENT. This Agreement supersedes all prior agreements between the parties with respect to its subject matter, and constitutes (along with the other documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

(M) EXECUTION AND COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement but all of which shall be considered one instrument.

(N) AMENDMENTS. This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by further agreement, in writing, duly executed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

URBAN RENEWAL AGENCY of the CITY of CALDWELL,  
IDAHO

\_\_\_\_\_  
By: ROB HOPPER, Chairman

HAMILTON, MICHAELSON & HILTY, LLP

\_\_\_\_\_  
By: MARK HILTY, Partner

**Economic Development Activity Report**  
**July 2020**  
**Steve Fultz**

**Current Projects**

**Industrial:**

Project North...Continue working with developers considering a mixed-use site (commercial and industrial) in the current UR district. Submitted one new lead from Site Selector

Project Prometheus...Large business lead from BVEP...needing 80 acres for light industrial use...still active on BVEP list

Project Spirit...new project from BVEP looking for site to develop office (class "A") space. 200+ jobs. Submitted BVA site and recommended 2 other sites in the Sky Ranch area for consideration

Project Pellet...new mixed-use development (retail, office, and distribution)...shared same sites as Project Spirit. Looking for potential site, but is on hold for now.

Project Raptor...new lead from BVEP; light industrial use (North Ranch and Laude property submitted)

Project Ranger...new project from Site Selector for light industrial use...looking at expansion. 100+ job

Project Scope...new project, working with BVA on potential warehouse/distribution project for the North Ranch area

Project Northwest Sandpiper...lead from Idaho Commerce, business expansion of manufacturing and distribution.

Project Equip...new project; 260,000 sq ft distribution facility in Sky Ranch. Numerous meetings and connections have occurred...property under contract

Continue working with TVCC and others on the development of an aircraft maintenance facility to be located in Caldwell/Caldwell Industrial Airport...making good progress on establishing the program...building/site has been acquired.

Caldwell Innovation Center...meeting with potential funding sources and other experts from around the State on the mission and direction for the organization. Working in partnership with Idaho Tech Council, SWIMA, USDA, University of Idaho and TechHelp

**Economic Development Activity Report**  
**July 2020**  
**Steve Jenkins**

**Current Projects**

*Public Art:* working with the Planning and Zoning department to develop a public art program for the City of Caldwell. Because more public art interest has arisen downtown, we feel the need to develop guidelines to help preserve the design standards of the downtown core. The proposed plan involves the creation of a public art advisory committee

*Expedition baseball league:* the expansion process looks promising, as the presentation in July was well received. The league president, Steve Wagner, is currently working out the lease details for Wolfe Field and is hopeful to have a team in Caldwell by 2021.

*Project Pellet:* Large retailer seeking a store location and corporate headquarters in Caldwell. They would like to have a retail store and a corporate headquarters and distribution center.

*Retail Recruitment Plan:* Contacting local and national retailers based on the Buxton Group's report. These groups range from restaurants to retailers that have been identified as needs in our community.

*2c Wine down* just opened in late July.

*Extreme Pizza* is moving quickly on their renovations and hoping to open in September or October.

UPDATE: KickStart Caldwell has started spotlighting businesses across social media platforms. The goal is to highlight business groups associated with KSC and inform the public of the accommodations they have implemented due to COVID-19.

**RESOLUTION NO. 2020-\_\_\_\_\_**

**A RESOLUTION OF THE CALDWELL URBAN RENEWAL AGENCY AUTHORIZING THE EXECUTION OF THE INDEPENDENT CONTRACTOR AGREEMENT WITH ELJAY WAITE FOR EVALUATION (FEASIBILITY STUDY) OF A NEW OR REVISED CALDWELL NORTH URBAN RENEWAL AREA.**

**BE IT HEREBY RESOLVED** by the Caldwell Urban Renewal Agency authorizes the execution of the Independent Contractor Agreement set to expire December 31, 2020 as part hereof and set forth in full.

**PASSED BY THE CALDWELL URBAN RENEWAL AGENCY** this 10<sup>th</sup> day of August, 2020.

**APPROVED BY THE CHAIRMAN OF THE URBAN RENEWAL AGENCY OF THE CITY OF CALDWELL** on this 10<sup>th</sup> day of August, 2020.

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
CHAIRMAN

ATTEST:

\_\_\_\_\_  
SECRETARY

## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the URBAN RENEWAL AGENCY OF THE CITY OF CALDWELL, IDAHO, an independent body corporate and politic organized under the Urban Renewal Law of 1965, of 411 Blaine Street, Caldwell, Idaho 83605 (hereinafter referred to as "Agency") and ELJAY WAITE, an individual, of 1910 E. Homedale Rd., Caldwell, Idaho 83607 (hereinafter referred to as "Waite").

WHEREAS, The Agency is an existing and operating urban renewal agency in the state of Idaho and is authorized by Idaho Code §50-2006(c) to hire technical experts and other agents and employees to assist in its operations; and

WHEREAS, Agency is desirous of contracting with an individual who has experience in the formation of new urban renewal areas and plans, urban renewal accounting and reporting requirements, public budgeting, bonding and forecasting revenue allocation; and

WHEREAS, Waite has 20 years of experience in these areas, previously serving as the City Finance Director for Caldwell, Idaho and the Treasurer for the Agency.

NOW, THEREFORE, in consideration of their mutual covenants and conditions hereinafter set forth, the parties hereby agree as follows:

### **Section 1: Independent Contractor.**

**1.1** Waite shall be deemed to be an independent contractor. Waite shall devote approximately 10 hours per week from the effective date set forth above until December 31, 2020, a reasonable portion of which shall be during regular business hours, to his duties under this Agreement. Waite shall not have mandatory duties except those imposed by law or regulation and those specifically set out in this Agreement. Nothing contained in this Agreement shall be regarded as creating any relationship (employer/employee, joint venture, partnership, shareholder) between the parties other than the independent contractor relationship as set forth herein.

**1.2** Waite is, and shall be treated by Agency as, an independent contractor (statutory non-employee) and not an employee for state, tax and for all other purposes. Waite will not be treated as an employee with respect to the services performed by him for federal tax purposes. Waite hereby acknowledges that he has been advised by Agency that as an independent contractor (non-employee) affiliated with Agency, he is responsible for the payment of all his own federal income taxes and his own self-employment taxes (FICA), together with any and all corresponding state, county and local taxes, if any, and Waite hereby agrees to comply with those responsibilities. Waite hereby waives any claims he has or may have against Agency now or in the future respecting such taxes or the right of Agency not to withhold, not to pay or not to contribute to such taxes on behalf of Waite.

**1.3** Waite represents and acknowledges to Agency that his work and pay under this Agreement will not adversely affect his PERSI retirement benefits and that he will not be limited

from performing his obligations under this Agreement by any risk, delay or non-payment of any expected retirement benefits. Waite hereby waives any claims he has or may have against Agency now or in the future respecting any potential impact on his retirement benefits.

## **Section 2: Agency Responsibilities.**

**2.1** Agency agrees that in consideration of the services of Waite, it shall, while this Agreement remains in force make available to Waite office space in or near Caldwell City Hall at 411 Blaine Street, Caldwell, Idaho, which office shall include a telephone, access to a photocopier and facsimile machine, a computer with internet connection, access to necessary Agency files and necessary maintenance. As additional consideration for the services of Waite, Agency shall pay:

**2.2** Compensation: Agency shall pay Waite sixty-eight dollars (\$68) per hour for a total sum not to exceed \$14,000, which is 206 total hours over the period from the effective date until December 31, 2020. No additional sums shall be or become due and owing to Waite without a written modification of this Agreement. Waite shall keep track of all hours spent in furtherance of his duties hereunder and report the same, with an itemization of work performed, to Agency on a monthly basis.

**2.3** Expenses: Agency shall reimburse Waite for mileage incurred in connection with performing obligations under this Agreement at the rate of \$.50 per mile and reimburse other expenses, up to a total sum not to exceed \$500.00, for incidental costs and expenses. Waite shall provide supporting documentation or calculations of expenses with the monthly itemization referred to in the preceding paragraph.

**2.4** Agency shall neither pay for nor include Waite on any benefits program.

## **Section 3: Waite's Responsibilities.**

**3.1** Waite shall act under the direction and at the pleasure of the Chairman and the Agency Commissioners. He shall prepare an Economic Feasibility Study for the new revenue allocation area. He shall also work with and as a part of the Economic Development Team on tasks including the study, research, creation and implementation of a new urban renewal area on the west side of Caldwell, Idaho, to achieve the overall goal of urban renewal, economic development.

## **Section 4: Miscellaneous Provisions.**

**4.1** This Agreement constitutes and contains an entire Agreement of the parties and supersedes and merges all other prior understandings or agreements between the parties on the subjects of this Agreement, if any, whether oral or written;

**4.2** The failure of a party hereto to insist upon strict performance or observance of this Agreement shall not be a waiver of any breach of any terms or conditions of this Agreement by the other party;

4.3 In the event any provision or section of this Agreement conflicts with applicable law or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and carried into effect;

4.4 In the event of any litigation arising under, or as a result of, this Agreement or arising from any of the acts to be performed hereunder or the alleged breach of this Agreement, the prevailing party(ies) shall recover costs and reasonable attorney's fees;

4.5 This Agreement shall be governed and interpreted by the laws of the State of Idaho;

4.6 No party may assign this Agreement or any interest therein without written consent of the other parties, and in the event of assignment, this Agreement shall inure to and be binding upon the parties hereto as well as their successors, assigns, departments and agencies;

4.7 No amendment, alteration or modification of this Agreement shall be effective unless made in writing and duly executed by the parties hereto;

4.8 Liability and Indemnification. City shall not be liable to Waite for any expenses incurred by him, other than pre-approved travel expenses to the extent the same are in compliance with this Agreement, nor shall Waite have authority to bind City or any of its agencies or departments by any promise or representation, unless specifically authorized in advance and in writing by the Mayor or City Council. Waite further agrees to pay all damages, costs and expenses, including but not limited to attorney fees assessed against or incurred by City in defending or satisfying any claim or judgment against City because of Waite's activity, even if such claim or judgment is brought or filed subsequent to the expiration or termination of this Agreement or any renewals or extensions hereof.

IN WITNESS WHEREOF the parties hereto, by their signatures below, acknowledge their understanding of and commitment to the terms of this Agreement effective as of the day and year first written above.

URBAN RENEWAL AGENCY OF THE CITY OF CALDWELL, IDAHO

By \_\_\_\_\_  
Its \_\_\_\_\_

Attest:

\_\_\_\_\_  
Clerk

ElJay Waite, August 6, 2020  
ELJAY WAITE, Contractor

**RESOLUTION NO. 2020-\_\_\_\_\_**

**A RESOLUTION OF THE CALDWELL URBAN RENEWAL AGENCY AUTHORIZING THE EXECUTION OF A DEVELOPMENT & DISPOSITION AGREEMENT WITH MUSSELL CONSTRUCTION, INC., AN IDAHO CORPORATION, FOR THE SITE LOCATED AT 711 CLEVELAND BOULEVARD, CALDWELL.**

**BE IT HEREBY RESOLVED** by the Caldwell Urban Renewal Agency authorizes the execution of the Disposition and Development Agreement made part hereof and set forth in full.

**PASSED BY THE CALDWELL URBAN RENEWAL AGENCY** this 10<sup>th</sup> day of August, 2020.

**APPROVED BY THE CHAIRMAN OF THE URBAN RENEWAL AGENCY OF THE CITY OF CALDWELL** on this 10<sup>th</sup> day of August, 2020.

APPROVED:

\_\_\_\_\_  
CHAIRMAN

ATTEST:

\_\_\_\_\_  
SECRETARY

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Space above this line for Recorder's use

## SPECIAL WARRANTY DEED

The Urban Renewal Agency of the City of Caldwell, Idaho, an independent public body corporate and politic, of 411 Blaine St., Caldwell, Idaho 83605 (“**Grantor**”), for valuable consideration paid by Mussell Construction, Inc., an Idaho corporation, of 320 11<sup>th</sup> Ave. So., Ste 207, Nampa, Idaho 83651 (“**Grantee**”), does hereby sell, transfer and convey unto Grantee, all of that certain real property located in Canyon County, Idaho, and described on **Exhibit A** attached hereto and incorporated herein (“**Property**”).

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof and all estate, right, title and interest in and to the Property.

To have and to hold, all and singular the Property together with its appurtenances unto Grantee and Grantee’s successors and assigns forever.

Grantor makes no covenants or warranties with respect to title, express or implied, other than that previous to the date of this instrument, Grantor has not conveyed the same estate to any person other than Grantee and that, except as set forth herein, such estate is at the time of the execution of this instrument free from encumbrances done, made or suffered by the Grantor, or any person claiming under Grantor, subject to any and all easements, restrictions, agreements and encumbrances of record or appearing on the land as of the date of this instrument.

1. The Property is conveyed subject to the Disposition and Development Agreement entered into by and between the Grantor and Grantee and dated August 10, 2020 as implemented by any subsequent implementation agreements between Grantor and Grantee (herein collectively referred to as the “**DDA**”). The full text of the DDA and any implementation agreements are available for review at the offices of the Grantor and the City of Caldwell, Idaho.

2. Prior to the issuance by the Grantor of a certificate of completion as provided in the DDA, the Property cannot be sold by Grantee for the primary purpose of land speculation. This prohibition shall not be applicable to a transfer or transfers to any entity or entities owned or controlled by the Grantee. This prohibition shall not apply to any of such Property (or any portion thereof) subsequent to the issuance of the certificate of completion with respect to the construction of the improvements thereon or to a sale of any such Property (or any portion thereof) at foreclosure (or to a conveyance thereof in lieu of a foreclosure) pursuant to a foreclosure thereof.

This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the development of the Property or to prohibit or restrict the leasing or selling of any part or parts thereof or of any improvements constructed thereon.

3. The Grantee covenants by and for itself, its heirs, executors, administrators, assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property; nor shall the Grantee itself, or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property.

4. No violation or breach of the covenants, conditions restrictions, provisions, or limitations contained in this Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust, or other financing or security instrument permitted by the DDA. Provided, however, any successor of the Grantee to the Property shall be bound by such remaining covenants, conditions, restrictions, limitations, and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale, or otherwise.

5. Ad Valorem Tax Generating Uses. For a period of twenty (20) years from the recordation of this Deed, if any portion of the Property would qualify for exemption from ad valorem taxes due to (a) such portion being leased, conveyed, or transferred to an entity exempt or partially exempt from ad valorem taxes, or (b) such portion being utilized for any use that is exempt or partially exempt from ad valorem taxes, then the Grantee or owner of such portion of the Property shall be required to make a payment in lieu of taxes to the Grantor in a sum sufficient to compensate the Grantor and all other taxing districts for any revenue not received by them due to the tax exemption. Such payment shall be due within thirty (30) days after the related taxes would have been due. Nothing herein contained shall be deemed to prohibit Grantee or owner from contesting the validity or amounts of any tax, assessment, encumbrance, or lien or to limit the remedies available with respect thereto.

6. If Grantee fails to commence construction of the Project within six (6) months from the date of closing, Grantor shall have the continuing option to buy back the Property for the per square foot price paid by Grantee. Further, if construction, once commenced, is not diligently pursued to issuance of a certificate of completion, Grantor shall have the continuing option to buy back the Property for the per square foot price paid by Grantee plus the fair value of any construction. For purposes of this Deed, the term "commence construction" shall mean Grantee's acquisition of and payment for a building permit for construction of the Project in substantial conformance with the DDA. For purposes of this Deed, the term "not diligently pursued to completion" shall mean that Grantee is more than sixty (60) days behind the Project Schedule set forth in the DDA, Grantor has complied with notice provisions of the DDA and Grantee has not commenced a program to achieve compliance with the Project Schedule set forth in the DDA that is reasonably acceptable to Grantee.

7. Covenants contained in paragraphs 2 and 6 of this Deed shall remain in effect until Grantor has issued the Certificate of Completion pursuant to the DDA. Covenants contained in paragraph 3 shall run in perpetuity. Covenants contained in paragraph 5 shall remain in effect for twenty (20) years from \_\_\_\_\_, 2020. The Grantor, in the event of any breach of any such covenants, shall have the right to exercise all of the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach. If Grantee or any subsequent owner of any portion of the Property conveys any portion of the Property, such owner shall, upon the conveyance, be released and discharged from all obligations in connection with the portion of the Property conveyed by it arising under this Deed or the DDA after the conveyance but shall remain liable for all obligations in connection with the portion of the Property so conveyed arising under this Deed prior to the conveyance. The new owner of any such portion of the Property shall be liable for all obligations arising under this Deed with respect to such portion of the Property after the conveyance.

8. In the event of any express conflict between this Deed and the DDA, the provisions of this Deed shall control.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized.

**GRANTOR:**

The Urban Renewal Agency of the City of  
Caldwell, Idaho

By \_\_\_\_\_  
Robert Hopper, Chair

The provisions of this Deed are hereby approved and accepted:

**GRANTEE:**

Mussell Construction, Inc.

By \_\_\_\_\_  
Mike Mussell, President

STATE OF IDAHO            )  
  ) ss.  
COUNTY OF CANYON        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me the undersigned, a Notary Public in and for said State personally appeared Robert Hopper known or identified to me to be the Chairman of the Board of Commissioners of The Urban Renewal Agency of the City of Caldwell, Idaho that executed the said instrument, and acknowledged to me that such agency 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: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

\*SEAL

STATE OF IDAHO            )  
  ) ss.  
COUNTY OF CANYON        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me the undersigned, a Notary Public in and for said State personally appeared Mike Mussell known or identified to me to be the president, or vice-president, or secretary or assistant secretary, of the corporation that executed the instrument or the person who executed the 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 in this certificate first above written.

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residence: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

\*SEAL

**EXHIBIT A**  
(Legal description)

## DISPOSITION AND DEVELOPMENT AGREEMENT

This Disposition and Development Agreement (“**Agreement**”) is entered into on this \_\_\_ day of \_\_\_\_\_, 2020 (“**Effective Date**”) by and between The Urban Renewal Agency of the City of Caldwell, Idaho, an independent public body corporate and politic, of 411 Blaine St., Caldwell, Idaho 83605 (“**Agency**”) and Mussell Construction, Inc., an Idaho business corporation, of 320 11<sup>th</sup> Ave. So., Ste 207, Nampa, Idaho 83651 (“**Developer**”). Agency and Developer may be individually referred to as a “**Party**” and collectively referred to as the “**Parties.**” Agency and Developer agree as follows:

### RECITALS

WHEREAS, on or about October 19, 1998 the City of Caldwell, Idaho (“**City**”) through its Mayor and City Council, passed Resolutions 88-98 and 89-98 creating an urban renewal agency, pursuant to Chapter 20, Title 50, Idaho Code; and

WHEREAS, on or about December 21, 1998 there was prepared for the Agency, and adopted by the Caldwell City Council Ordinance No. 2260 according to law, the Caldwell East Area Workable Program/Implementation Plan and Urban Renewal Plan for the Caldwell East Urban Renewal Project, which have from time to time been amended according to law (collectively the “**Plan**”); and

WHEREAS, pursuant to the Plan, Agency acquired an ownership interest in real property located at 711 Cleveland Blvd. and 306 S. Kimball Ave in downtown Caldwell and more particularly described on **Exhibit A**, attached and incorporated by this reference (“**Property**”); and

WHEREAS, the Property is located wholly within Agency’s project area; and

WHEREAS, Agency issued a Request for Proposals pursuant to Idaho Code §50-2011(b) for redevelopment of the Property; and

WHEREAS, Developer responded to the Request for Proposals by submitting its formal response, attached as **Exhibit B** and incorporated by this reference, (“**RFP Response**”); and

WHEREAS, Agency selected Developer to redevelop the Property based upon and in substantial conformance with the RFP Response (“**Project**”); and

WHEREAS, Agency staff and Developer have negotiated this Agreement for purposes of redeveloping the Property and constructing the Project; and

WHEREAS, the redevelopment of the Property pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the Agency and the City, and the health, safety, morals, and welfare of the City's residents, and are in accord with the public purposes and provisions of applicable federal, state, and local laws and requirements.

NOW, THEREFORE, Agency and Developer agree as follows:

1. Purchase and Sale of the Property. Developer agrees to purchase from Agency and Agency agrees to sell to Developer all of Agency's interest in the Property on the terms and conditions set forth in this Agreement.

1.1. Purchase Price. The purchase price for the Property is redevelopment value as determined by the Parties' mutually agreed appraiser, Valbridge Property Advisors of Boise, Idaho ("**Appraiser**") provided, however, that if the redevelopment value of the Property is less than zero dollars, the purchase price shall be zero dollars. The Parties shall promptly submit all information requested by the Appraiser but shall not otherwise attempt to influence the Appraiser or the appraisal process. Subject to the terms and conditions set forth in this Agreement, on or before Closing, Developer shall deposit with Closing Agent, in cash or other immediately available funds, the full Purchase Price plus any applicable Closing costs or fees calculated or estimated by the Closing Agent.

1.2 Developer's Additional Consideration:

(a) The Developer agrees and acknowledges that this transaction is entered into by Agency for the purposes set forth in its urban renewal plan, the Idaho Urban Renewal Law of 1965 and to foster the economic development of the City of Caldwell. Therefore, the Subject Property is not, and cannot, be sold to Developer for the primary purpose of land speculation.

(b) Developer shall redevelop the Property in substantial conformance with the RFP Response and the terms of this Agreement including, without limitation, Section 12 below.

2. Title Matters.

2.1 On or before ten (10) days following the Effective Date, Agency shall request from Pioneer Title Co. of Canyon County, 610 S. Kimball Ave., Caldwell, Idaho 83605; Telephone No. (208) 459-1651; Facsimile No. (208) 459-6635 ("**Closing Agent**") a title commitment ("**Commitment**") for an ALTA standard owner's coverage title policy with respect to the Property, insuring fee simple title in the Property in Developer in the face amount of the Purchase Price, with legible copies of Agency's vesting deed and all exceptions to title identified in the Commitment ("**Title Policy**").

## 2.2 Objection Notice and Response.

(a) On or before seven (7) days following receipt of the Commitment, Developer shall notify Agency in writing of any title matters disclosed in the Commitment to which Developer objects in its reasonable discretion (“**Developer’s Objection Notice**”). On or before three (3) days following the date of Agency’s receipt of Developer’s Objection Notice, Agency may notify Developer in writing whether Agency will cure any of the title matters objected to by Developer in Developer’s Objection Notice (“**Agency’s Cure Notice**”). If Agency notifies Developer in writing that Agency will cure any of the title matters objected to in Developer’s Objection Notice, Agency shall cure such title matters on or before Closing and the cure of such title matters shall become a Developer’s Condition to Close (as defined in Section 4.3 below). If Agency notifies Developer in writing that Agency will *not* cure any of the title matters objected to in Developer’s Objection Notice, Developer shall notify Agency in writing (“**Developer’s Acceptance/Rejection Notice**”) whether it accepts or rejects such title matters on or before three (3) days following the date of receipt of Agency’s Cure Notice. If Developer’s Acceptance/Rejection Notice accepts any of the title matters objected to in Developer’s Objection Notice that Agency will not cure, Developer’s objections to such title matters shall be waived. If Developer’s Acceptance/Rejection Notice rejects any of the title matters objected to by Developer that Agency will not cure, this Agreement shall terminate on the date of Agency’s receipt of such notice.

(b) If Developer does not timely provide Developer’s Objection Notice, Developer shall be deemed to have waived any objection to title matters under this Section 2. If Agency does not timely provide Agency’s Cure Notice to Developer, Agency shall be deemed to have notified Developer that it will not cure the title matters objected to by Developer. If Developer does not timely provide Developer’s Acceptance/Rejection Notice, Developer shall be deemed to have accepted all title matters objected to in Developer’s Objection Notice that Agency will not cure.

## 3. Due Diligence.

3.1 Developer, at its sole expense, shall conduct its due diligence review of the Property, including but not limited to obtaining appraisals, environmental conditions, and inspections (“**Due Diligence Review**”) for a period of sixty (60) days from the Effective Date or ten (10) days following Developer’s receipt of the redevelopment value report from the Appraiser, whichever occurs later.

3.2 Notwithstanding any other provision hereunder, if Developer desires to enter onto the Property or contact any tenants or their representatives, Developer shall give Agency reasonable prior notice thereof.

3.3 On or before the expiration of the Due Diligence Review period, Developer shall notify Agency in writing of its approval or disapproval of the Due Diligence Review. If Developer does not notify Agency in writing of its disapproval of the Due Diligence Review, Developer shall be deemed to have accepted the condition of the Property in all respects. If Developer chooses to proceed to Closing, Developer shall accept the Property in an "AS IS, WHERE IS" condition, subject only to the express warranties of Agency set forth in this Agreement.

#### 4. Closing.

4.1 This transaction shall be closed in accordance with the terms of this Agreement ("Closing") at the office of the Closing Agent identified at Section 2.1 above.

4.2 Agency's Conditions to Close. The conditions precedent to Closing (collectively, "**Agency's Conditions to Close**" or singly, "**Agency's Condition to Close**") set forth in this Section 4.2 must each be fully satisfied or waived by Agency in its sole discretion before Agency is obligated to sell the Property. Agency's Conditions to Close are for Agency's sole benefit and may be waived only by Agency. Agency's Conditions to Close are as follows:

(a) Closing Agent is prepared to deliver the full Purchase Price to Agency; and

(b) Developer's representations and warranties set forth herein are true and accurate in every material respect.

4.3 Developer's Conditions to Close. The conditions precedent to Closing (collectively, "**Developer's Conditions to Close**" or singly, "**Developer's Condition to Close**") set forth in this Section 4.3 must each be fully satisfied or waived by Developer in its sole discretion before Developer is obligated to purchase the Property. Developer's Conditions to Close are for Developer's sole benefit and may be waived only by Developer. Developer's Conditions to Close are as follows:

(a) Agency's representations and warranties set forth herein are true and accurate in every material respect; and

(b) The Closing Agent is prepared to issue to Developer an owner's policy of title insurance consistent with the Commitment, subject to all title matters accepted by Developer pursuant to Section 2.

4.4 Date of Closing. Except as otherwise provided hereunder, Closing shall occur no later than 15 days following Developer's written acceptance of its Due Diligence pursuant to Section 3.3.

4.5 Possession. Possession of the Property shall be delivered by Agency to Developer as of Closing. Agency shall assure that any tenancies on the Property have been terminated prior to Closing and the Property is unoccupied.

5. Prorations. At or prior to Closing, Agency shall pay in full all real estate taxes and assessments of any kind for the Property due and payable as of the date of Closing. Real estate taxes and installments or assessments for the Property due and payable for the year of Closing shall be prorated as of the date of Closing, computed on the basis of the last available tax rate and valuation. No adjustment to such proration shall be made after Closing.

6. Closing Costs. At Closing, in addition to the proration of any income and expenses to which the Parties hereto have agreed herein, the Parties shall divide between them in accordance with local custom and practice in Canyon County, Idaho

7. Management and Care of Property Pending Closing. From the Effective Date until Closing or termination of this Agreement, Agency shall not enter into any agreements materially affecting the Property without Developer's prior consent thereto.

8. Default and Remedies.

8.1 Failure or delay by either Party to perform any term or provision of this Agreement after receiving notice and an opportunity to cure as set forth herein shall constitute a default under this Agreement.

8.2 Written Notice. The Party claiming a failure or delay in performance shall give written notice of default to the other Party specifying the alleged default. Except as required to protect against further damages, the Party claiming default may not institute proceedings against the Party in default until thirty (30) days after giving such notice, said thirty (30) days constituting the period to cure any default. Provided, however, that upon receipt of such notice, a Party must immediately commence to cure, correct, or remedy such failure or delay and shall complete such cure, correction, or remedy with reasonable diligence. A Party so acting and during any period of curing shall not be in default.

8.3 Legal Action. Subject to the express limitations herein, either Party may institute legal action to cure, correct, or remedy any default or recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement.

8.4 Rights and Remedies Cumulative. Subject to the express limitation herein, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of

such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other Party.

8.5 Specific Performance. If Developer or Agency has provided notice and an opportunity to cure pursuant to Section 8.2 and the default is not cured, the non-defaulting Party may institute an action for specific performance of the terms of this Agreement.

8.6 Default Prior to Developer's Acquisition of the Property. If Developer defaults in its obligation to acquire the Property or to satisfy any conditions relating to the acquisition of the Property, Agency's sole and exclusive remedy shall be to terminate this Agreement. If Agency defaults in its obligation to sell the Property or to satisfy any conditions relating to the transfer of the Property, Developer's sole and exclusive remedy shall be to terminate this Agreement by written notice thereof to Agency. Upon such termination under this section 8.6, neither Agency nor Developer shall have any further rights against or liability to the other under this Agreement. In the event this Agreement is so terminated, all closing documents and funds delivered by Agency to Developer or Closing Agent shall be returned immediately to Agency and all closing documents and funds delivered by Developer to Agency or Closing Agent shall be returned immediately to Developer.

8.7 Default After Developer's Acquisition of the Property. Notwithstanding any other provision of this Agreement, including any limitation of Agency's default remedies, Developer agrees that if it fails to commence construction of the Project within six (6) months from the date of Closing, Agency shall have the continuing option to buy back the Property for the per square foot price paid by Developer. Further, if construction, once commenced, is not diligently pursued to completion, Agency shall have the continuing option to buy back the Property for the per square foot price paid by Developer plus the fair value of any construction. For purposes of this Section, the term "commence construction" shall mean Developer's acquisition of and payment for a building permit for construction of the Project in substantial conformance with Exhibit B. For purposes of this Section, the term "not diligently pursued to completion" shall mean that Developer is more than sixty (60) days behind the Project Schedule set forth in **Exhibit C**, attached and incorporated by this reference, Agency has delivered to Developer a Default Notice pursuant to Section 8.2, and Developer has not commenced a program to achieve compliance with the Project Schedule that is reasonably acceptable to Agency.

8.8 Forced Delay; Extension of Times of Performance. In addition to the specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are caused by events that are beyond the control of both Developer and Agency, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God. An extension of time for any such cause shall only be for the period of the forced delay, which period shall commence to run from the time of the commencement of the cause. If, however, notice by the Party claiming such

extension is sent to the other Party more than thirty (30) days after the commencement of the cause, the period shall commence to run only thirty (30) days prior to the giving of such notice. Times of performance under this Agreement may also be extended in writing by the Parties.

9. Agency's Representations. Agency hereby represents to Developer as follows:

9.1 Organization. Agency is validly organized and is in good standing under the laws of its state of organization.

9.2 Authority. This Agreement constitutes the legal, valid, and binding obligation of Agency, enforceable against Agency in accordance with its respective terms. Agency has full power and has been duly authorized to execute and deliver this Agreement and to perform and carry out all covenants and obligations to be performed and carried out by Agency hereunder. There are no actions, suits, proceedings, or investigations pending or threatened against Agency which question the validity or enforceability of the transaction contemplated herein. None of the execution, delivery, or performance of this Agreement by Agency, the consummation by Agency of the transaction contemplated hereby, or the fulfillment of or compliance with the terms and conditions of this Agreement (a) requires the consent, waiver, approval, license, or authorization of any person or public authority; (b) violates its governing organizational documents or any judgment, order, writ, injunction, or decree, statute, or regulation applicable to Agency; or (c) results in a breach of or default under, with or without the giving of notice or the passage of time or both, any mortgage, trust deed, license, indenture, or any other agreement or instrument to which Agency is a party.

9.3 Actions. Agency is not aware of any pending or threatened actions which would in any way interfere with or prohibit Agency from entering into this Agreement or consummating the sale of the Property on the terms set forth in this Agreement.

9.4 Parties in Possession. Agency is not aware of any parties in possession, or with a right of possession, of the Property, that extend beyond a month-to-month tenancy. Agency will terminate such tenancies prior to Closing and the Property will be unoccupied.

9.5 Taxes. Agency has not received any notice and does not have any knowledge of any taxes, assessments or special taxes encumbering the Property or any portion thereof, except general property taxes not yet due and payable.

9.6 Encumbrances. Agency has no knowledge of any unrecorded easements, encroachments, boundary disputes or other matters affecting the Property.

9.7 Condemnation. Agency has no knowledge of any pending or threatened condemnation or similar proceeding affecting the Property or any part thereof.

9.8 Violations. Agency has not received written notice from any governmental authority that the Property is not in compliance with all applicable laws, except for such failures to comply, if any, which have been remedied.

10. Developer's Representations. Developer hereby represents to Agency, as follows:

10.1 Organization. Developer is validly organized and is in good standing under the laws of its state of organization.

10.2 Authority. This Agreement constitutes the legal, valid, and binding obligation of Developer, enforceable against Developer in accordance with its respective terms. Developer has full power and has been duly authorized to execute and deliver this Agreement and to perform and carry out all covenants and obligations to be performed and carried out by Developer hereunder. There are no actions, suits, proceedings, or investigations pending or threatened against Developer which question the validity or enforceability of the transaction contemplated herein. None of the execution, delivery, or performance of this Agreement by Developer, the consummation by Developer of the transaction contemplated hereby, or the fulfillment of or compliance with the terms and conditions of this Agreement (a) requires the consent, waiver, approval, license, or authorization of any person or public authority; (b) violates its governing organizational documents or any judgment, order, writ, injunction, or decree statute, or regulation applicable to Developer; (c) results in a breach of or default under, with or without the giving of notice or the passage of time or both, any mortgage, trust deed, license, indenture, or any other agreement or instrument to which Developer is a party.

10.3 Property Condition. Developer agrees to accept the Property in an "AS IS, WHERE IS" condition, subject only to the express warranties of Agency set forth in this Agreement.

11. Representation and Commissions. The Parties hereby represent and warrant that they have not engaged the services of any agent, broker, or firm in connection with the sale of this Property. Developer hereby agrees to defend, indemnify and hold Agency harmless from any and all loss, cost or expense from any claim for real estate commission made by any agent, broker or firm engaged by or working with Developer in connection with the Property or this transaction. Agency hereby agrees to defend, indemnify and hold Developer harmless from any and all loss, cost or expense from any claim for real estate commission made by any agent, broker or firm engaged by Agency in connection with the Property or this transaction.

12. Project Development.

12.1 Compliance with Laws. Developer shall carry out all Project construction in conformity with applicable laws.

12.2 Non-Discrimination. Developer, for itself and its successors and assigns, agrees that in the construction of the Project, Developer will not discriminate against any employee or applicant for employment because of physical disability, race, color, creed, religion, sex, marital status, ancestry, or national origin.

12.3 Development Costs. As between the Parties the cost of developing and constructing all improvements on the Property under this Agreement shall be borne by Developer unless agreed to otherwise in writing.

12.4 Design Review Drawings. Prior to the commencement of construction, Developer shall submit to Agency Project renderings ("**Design Review Drawings**") detailing the planned construction and showing compliance with Exhibit B, City's Downtown Framework Master Plan and the design requirements of chapter 10, Article 12 of the Caldwell City Code, Caldwell's design review ordinances. Agency shall have fifteen days (15) to review the Design Review Drawings. If Developer intends any substantial change to the design of the Project, Developer shall provide Agency updated and revised Design Review Drawings. Agency shall have fifteen (15) days to review, approve, disapprove, or modify such changes. Any disapproval shall state in writing the reasons for disapproval and the changes which Agency requests to be made. Developer, upon receipt of a disapproval, shall revise such plans, drawings, and related documents (or such portions thereof) and resubmit them to Agency as soon as possible after receipt of the notice of disapproval. The design review process provided for in this section is for the benefit of Agency and does not excuse Developer from obtaining any other design review approval applicable to the Project.

12.5 Reasonableness. Developer shall reasonably comply with the requirements of applicable law, the Plan, and this Agreement. Agency will not unreasonably impose requirements regarding materials, design elements, construction methods or other elements that materially affect the costs of the Project. Nothing herein shall limit the reviewing authority of Agency granted under this Agreement, provided, however, that Agency and Developer acknowledge that cooperation between the Parties is essential to the successful development of the Project.

12.6 Construction Phase Reporting. The Parties acknowledge and agree that communication and cooperation between the Parties is imperative to the successful completion of the Project and to achieve the objectives of the Plan. Therefore, the Parties shall endeavor to keep the other Party sufficiently informed regarding matters related to the development and construction of the Project so the other Party can have a meaningful opportunity to review, comment, and respond on matters relating to the other Party's performance of its obligations under this Agreement.

12.7 Developer's Construction Phase Obligations. Developer, as requested by Agency, shall:

12.7.1 Permit Agency staff to attend any construction progress and design meetings for the Project to permit Agency to assess the progress of development and construction and assess compliance with this Agreement.

12.7.2 Provide Agency with a monthly written status report on the Project (consisting of a simple narrative of the status, an update as to the progress on the schedule of performance and a summary of the percentage of completion) in sufficient time to allow for their distribution to Agency's board of commissioners prior to the regular monthly meeting.

12.7.3 If requested, attend and provide oral status reports on the Project at Agency's regular monthly meetings.

12.7.4 Attend additional or special meetings at the request of the Agency with Agency's staff, Agency's consultants, and representatives from the City of Caldwell or other public entities (if necessary) for general coordination and review of the progress and schedule of the Project and any other purposes necessary or convenient for development of the Project.

12.7.5 Permit, for the purpose of assuring compliance with this Agreement, representatives of Agency a reasonable right of access to the Property without charges or fees and at normal construction hours during the period of construction. Agency shall cause anyone who comes onto the Property on Agency's behalf to comply with applicable OSHA or other safety regulations.

12.8 Agency's Construction Phase Obligations. Agency shall:

12.8.1 Provide timely and meaningful comments to the information, reports, and other documents submitted to Agency by Developer.

12.8.2 Upon Developer's request, provide Developer with all of Agency's comments, conditions, and requirements regarding Developer's plans for the Project in sufficient time (provided that Developer provides Agency with a reasonable period of time for Agency to review Developer's plans) for Developer to respond to Agency's comments, conditions, and requirements prior to filing an application with City for the Project.

12.9 Post-Completion Obligations.

12.9.1 Request Certificate of Completion. Upon substantial completion of the Project, Developer shall submit to Agency a written request for the Certificate of Completion. Developer's request shall indicate the date that substantial completion of the Project was reached and may, but shall not be required to, include specific details that Developer deems relevant to establishing conformance with this Agreement.

12.9.2 Issuance of Certificate of Completion. Agency shall have 10 days to reply to Developer's request for Certificate of Completion. If Agency deems the Project to have met the requirements under this Agreement, Agency shall immediately submit to Developer the completed Certificate of Completion, substantially in the form attached in Exhibit "D".

12.9.3 Objections to Certificate of Completion. If Agency determines that the Project fails to meet one or more requirements of this Agreement, Agency shall reply to Developer's request, specifically outlining the obligations the Developer has failed to meet. If Developer accepts that it has failed to meet the obligations, Developer shall within a reasonable time bring the Project into compliance with this Agreement and shall re-issue a new request for Certificate of Completion.

12.9.4 If Developer does not accept Agency's objections to Developer's request, and Agency and Developer cannot come to agreement about what is required for the Project to comply with this Agreement, Agency and Developer shall select a mutually agreed to third-party (the "Initial Decision Maker") to assist in resolving the disagreement. Agency shall submit a written explanation to the Initial Decision Maker explaining the aspects of the Project that are not in conformance with this Agreement, and Developer shall issue a written reply. The Initial Decision Maker shall then, within 30 days, indicate which actions Developer must complete in order to be in compliance with this Agreement. However, the Initial Decision Maker's decision shall not be binding with respect to this Agreement.

13 Insurance Requirements During Development. Developer shall obtain and maintain in force from and after the Closing insurance of the following types, with limits not less than those set forth below with respect to the Project, and with the following requirements.

13.1 Commercial General Liability Insurance (Occurrence Form) with a minimum combined single limit liability of \$2,000,000 each occurrence for bodily injury and property damage; with a minimum limit of liability of \$2,000,000 each person for personal and advertising injury liability. Such policy shall have an aggregate products/completed operations liability limit of not less than \$2,000,000 and a general aggregate limit of not less than \$2,000,000. The products/completed operations liability coverage shall be maintained in full force and effect for not less than three (3) years following completion of the Project or issuance of a certificate of occupancy, whichever is later. The policy shall be endorsed to name Agency, including its respective affiliates, the financing parties and the respective officers, directors, and employees of each as additional insureds. All policies shall be occurrence form policies and not a claims-made policy.

13.2 Builder's Risk Insurance upon the entire Project for the full cost of replacement at the time of loss. This insurance shall include the Agency, Developer and its subcontractors as named insureds. This insurance shall be written as a Builder's Risk Policy or equivalent form to

cover all risks of physical loss and shall insure (a) at least against the perils of fire, lightning, explosion, windstorm, and hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of the Design-Builder) and vehicles, riot and civil commotion, terrorism, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse, however caused; and (b) damage resulting from defective design, workmanship, or material. This policy shall provide for a waiver of subrogation in favor of the Developer and its subcontractors. The Agency and Developer waive all rights against each other and their respective employees, agents, contractors, subcontractors at any tier, and design professionals for damages caused by risks covered by Builder's Risk Insurance except such rights as they may have to the proceeds of the insurance and such rights as the Agency may have for the failure of Developer to obtain and maintain required insurance in compliance with this Agreement.

13.3 Workers Compensation and Employers Liability coverage with Workers Compensation limits complying with statutory requirements, and Employers Liability Insurance limits of at least \$1,000,000 each accident, \$1,000,000 for bodily injury by accident, and \$1,000,000 each employee for injury by disease.

13.4 Automobile Liability Insurance covering use of all, non-owned, and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence.

13.5 Waiver of Subrogation. All insurance provided by Developer under this Agreement shall include a waiver of subrogation by the insurers in favor of Agency. Developer hereby releases Agency, including its respective affiliates, directors, and employees, for losses or claims for bodily injury, property damage, or other insured claims arising out of Developer's performance under this Agreement or construction of the Project.

13.6 Certificates of Insurance. Developer shall provide certificates of insurance satisfactory in form to Agency (ACORD form or equivalent) to Agency evidencing that the insurance required above is in force, that, to the extent commercially reasonable, not less than thirty (30) days' written notice will be given to Agency prior to any cancellation or restrictive modification of the policies, and that the waivers of subrogation are in force. Developer shall also provide, with its certificate of insurance, executed copies of the additional insured endorsements and dedicated limits endorsements required in this Agreement. At Agency's request, Developer shall provide a certified copy of each insurance policy required under this Agreement.

13.7 All policies of insurance required by this Agreement shall be issued by insurance companies with a general policyholder's rating of not less than A and a financial rating of AAA (or equivalent ratings if such are changed) as rated in the most current available "Best's Insurance Reports" and qualified to do business in the State of Idaho.

13.8 The foregoing insurance coverage shall be primary and non-contributing with respect to any other insurance or self-insurance that may be maintained by Agency. Developer's General Liability Insurance policy shall contain a Cross-Liability or Severability of Interest clause. The fact that Developer has obtained the insurance required in this Section shall in no manner lessen or affect Developer's other obligations or liabilities set forth in the Agreement.

14. Developer Indemnification. To the fullest extent permitted by law, Developer shall indemnify and hold harmless the Agency, Agency officers, commissioners, members, consultants, agents, and employees, (the Indemnitees) from all claims for bodily injury and property damage, other than to the Project itself and other property insured, including reasonable attorneys' fees, costs, and expenses, that may arise from the development, but only to the extent caused by the negligent acts or omissions of the Developer, subcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Developer shall be entitled to reimbursement of any defense costs paid above the Developer's percentage of liability for the underlying claim.

15. Developer's Post-Development Obligations. Anything to the contrary in this Agreement notwithstanding, the following provisions set forth in this Section are the only obligations of Developer intended to survive with respect to the Property following the issuance of a final certificate of completion.

15.1 Ad Valorem Tax Generating Uses. For a period of twenty (20) years, if any portion of the Property would qualify for exemption from ad valorem taxes due to (a) such portion being leased, conveyed, or transferred to an entity exempt or partially exempt from ad valorem taxes, or (b) such portion being utilized for any use that is exempt or partially exempt from ad valorem taxes, then the Developer or owner of such portion of the Property shall be required to make a payment in lieu of taxes to the Agency in a sum sufficient to compensate the Agency and all other taxing districts for any revenue not received by them due to the tax exemption. Such payment shall be due within thirty (30) days after the related taxes would have been due. Nothing herein contained shall be deemed to prohibit Developer or owner from contesting the validity or amounts of any tax, assessment, encumbrance, or lien or to limit the remedies available with respect thereto.

15.2 Obligation to Refrain from Discrimination. Developer covenants by and for Developer and any successors-in-interest that there shall be no discrimination against or segregation of any person or group of persons on account of physical disability, race, color, creed, religion, sex, marital status, ancestry, or national origin. in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of Property, nor shall Developer or any person claiming under or through Developer establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees,

subtenants, sublessees, or vendees of the Property. The foregoing covenants shall run with the land.

15.3 Provisions That Run With the Land. Agency is deemed the beneficiary of the terms and provisions of this Agreement that expressly run with the land for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. If Developer or any subsequent owner of any portion of the Property conveys any portion of the Property, such owner shall, upon the conveyance, be released and discharged from all of its obligations in connection with the portion of the Property conveyed by it arising under this Agreement after the conveyance but shall remain liable for all obligations in connection with the portion of the Property so conveyed arising under this Agreement prior to the conveyance. The new owner of any such portion of the Property shall be liable for all obligations arising under this Agreement with respect to such portion of the Property after the conveyance. The Parties shall agree on the form of a Special Warranty Deed to be recorded at Closing that conforms in all respects to this Agreement and perpetuates the covenants set forth herein.

16. Notices. All notices, requests, demands, and other communications (collectively, "Notices") hereunder shall be in writing and delivered to the parties hereto by (a) hand-delivery, (b) established express delivery service that maintains delivery records, (c) certified or registered U.S. mail, postage prepaid, return receipt requested, or (d) facsimile or other electronic means at the following addresses, or at such other address as the parties hereto may designate pursuant to this Section.

Agency: The Urban Renewal Agency of the City of Caldwell, Idaho  
Attn: Debbie Geyer  
411 Blaine St.  
Caldwell, Idaho 83605  
Fax: (208) 455-3003  
Email: [dgeyer@cityofcaldwell.org](mailto:dgeyer@cityofcaldwell.org)

Developer: Mussell Construction, Inc.  
Attn: Mike Mussell  
320 11<sup>th</sup> Ave. So., Ste 207  
Nampa, Idaho 83651  
Fax: (208) 467-5717  
Email: [mike@mussellconstruction.com](mailto:mike@mussellconstruction.com)

17. Termination. In the event that this Agreement is terminated as permitted hereunder, any and all rights or obligations of Agency and Developer hereunder shall terminate and be of no further force or effect, except as otherwise set forth herein. In the event that Agency terminates

this Agreement by reason of a default of Developer, Developer shall pay any cancellation fees or costs charged by Closing Agent. If this Agreement is terminated for any other reason, Agency shall pay any such cancellation fees or costs.

18. Survival. The provisions of this Agreement and the representations, warranties, development obligations and indemnity agreements set forth herein shall survive Closing and shall not merge into any deed delivered and accepted upon Closing only to the extent provided for in this Agreement.

19. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors-in-interest and assigns of each party hereto. Neither Party may assign this Agreement, or any portion of this Agreement, without the express written consent of the other Party.

20. Severability. If any term or provision of this Agreement or the application of it to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

21. Waiver. The failure of a party hereto to insist upon strict performance of any of the terms set forth herein shall not be deemed a waiver of any rights or remedies that the party may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the terms contained herein by the same or any other party.

22. Attorneys' Fees. If a party hereto commences a legal proceeding to enforce any of the terms of this Agreement, the prevailing party in such action shall have the right to recover reasonable attorneys' fees and costs from the other party to be fixed by the court in the same action.

23. Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior understandings, agreements, representations, and warranties, if any, with respect to such subject matter.

24. Amendment. This Agreement may only be amended and modified by a writing executed by Developer and Agency.

25. Governing Law. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Idaho.

26. Headings. The headings of the various paragraphs of this Agreement have been inserted only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Agreement or be used in any manner in the interpretation of this Agreement.
27. Time is of Essence. Time is expressly made of the essence of all the provisions of this Agreement.
28. Dates of Performance. Whenever a date for an action required to be performed or any period of time set forth in this Agreement ends on a Saturday, Sunday, or federal holiday, then such date shall be extended to the following business day.
29. Further Assurances. Each party hereto shall execute all instruments and documents and take all actions as may be reasonably required to effectuate this Agreement.
30. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic means shall be equally as effective as delivery of a manually executed original counterpart of this Agreement.
31. Authority. The officers or agents signing this Agreement on behalf of Developer and Agency, respectively, each warrant that he or she is authorized to execute this Agreement on behalf of Developer and Agency, respectively.
32. No Third Party Beneficiary Rights. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and made effective as of the Effective Date.

AGENCY:

DEVELOPER:

**Urban Renewal Agency of the City of  
Caldwell, Idaho**

**Mussell Construction, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibits:**

- A – Legal Description of the Property
- B – Developer’s Response to Agency RFP
- C – Project Schedule
- D – Certificate of Completion

# **EXHIBIT A**

(Property Legal Description)

## **711 Cleveland Blvd:**

Lots 13 through 17, inclusive, and the Southeasterly one-half of Lot 18, in Block 19 of CALDWELL, IDAHO, according to the REVISED MAP filed in Book 1 of Plats, Page 20, records of Canyon County, Idaho.

Containing 0.38 acres, more or less.

## **306 S. Kimball Ave:**

As described in a Quitclaim Deed recorded as Instrument No. 200207155, records of Canyon County, Idaho: Lots 10-12, inclusive, Block 19, Section 22-4N-3W SW Caldwell Original

Containing 0.21 acres, more or less.

# **EXHIBIT B**

(Developer's Response to Agency RFP)

# EXHIBIT C

(Project Schedule)

<b>Event</b>	<b><u>Date</u></b>
Appraisal Obtained:	September 1, 2020
Design Review:	December 1, 2021
Building Permit Issued:	April 1, 2021
Commencement of Physical Construction:	May 1, 2021
Completion of Physical Construction:	
Phase 1: Exterior renovations:	January 1, 2022
Phase 2: Interior renovations and adjacent parking lot development:	December 1, 2022
Construction Complete:	December 1, 2022

# **EXHIBIT D**

(Certificate of Completion)

**CERTIFICATE OF COMPLETION OF CONSTRUCTION IMPROVEMENTS**  
(Disposition and Development Agreement)

The URBAN RENEWAL AGENCY OF CALDWELL, IDAHO, (the "Agency"), an independent public body corporate and politic, exercising governmental functions and powers and organized and existing under the Idaho Urban Renewal Law of the State of Idaho (Chapter 20, Title 50, Idaho Code), whose street address is 411 Blaine St., Caldwell, Idaho 83605, hereby certifies that all the required improvements, construction and redevelopment (collectively the "Project"), pursuant to that certain DISPOSITION AND DEVELOPMENT AGREEMENT dated \_\_\_\_\_ (the "DDA"), between THE URBAN RENEWAL AGENCY OF CALDWELL, IDAHO, and MUSSELL CONSTRUCTION, INC. pertaining to the construction improvements of the property located at 711 Cleveland Blvd. and 306 S. Kimball Ave in downtown Caldwell have been completed. MUSSELL CONSTRUCTION, INC., having its principal office at 320 11<sup>th</sup> Ave So., Nampa, Idaho 83651 is the developer of that certain real property identified in Exhibit A annexed hereto and by this reference incorporated herein (the "Site"). The construction and completion of the Project on the Site have been completed in accordance with the provisions and conform with the uses specified in the Caldwell East Area Workable Program/Implementation Plan and Urban Renewal Plan for the Caldwell East Urban Renewal Project as adopted by Agency and approved by Caldwell City Council (collectively the "Plan"), which Plan is incorporated herein by reference. The Project as constructed also met the requirements set forth in the DDA, which is incorporated herein by reference.

This Certificate is issued in accordance with Section 12.9 of the Disposition and Development Agreement and only for said purposes of Section 12.9. This Certificate of Completion for the Project shall be a conclusive determination of the satisfaction of the agreements and requirements by both the Developer and the Agency with respect to the Project as set forth in the DDA, provided that the Agency does not hereby relinquish any right to enforce the covenants that survive such completion of construction and remain as terms of the DDA, or that certain special warranty deed, recorded on \_\_\_\_\_, bearing Instrument No. \_\_\_\_\_ (the Deed) conveying the site to MUSSELL CONSTRUCTION, INC. from the Agency, specifically but not limited to Section 15 of the DDA and Paragraphs 3 and 5 of the Deed.

**Urban Renewal Agency of the City of  
Caldwell, Idaho**

**Mussell Construction, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Agency Chair

Name: \_\_\_\_\_  
President

STATE OF IDAHO            )  
                                      :SS  
County of Canyon         )

On this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as the AGENCY CHAIR of THE URBAN RENEWAL AGENCY OF CALDWELL, IDAHO, and was authorized to do so.

\_\_\_\_\_  
Notary Public for Idaho  
Commission expires: \_\_\_\_\_

(SEAL)

STATE OF IDAHO            )  
                                      :SS  
County of Canyon         )

On this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared MIKE MUSSELL, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as the PRESIDENT of MUSSELL CONSTRUCTION, INC., and was authorized to do so.

\_\_\_\_\_  
Notary Public for Idaho  
Commission expires: \_\_\_\_\_

(SEAL)



**MUSSELL**  
CONSTRUCTION INC.

PO Box 3304  
Nampa, ID 83653  
Phone: (208) 466-3331



*Network Architects*

2517 W Neff Court  
Boise, ID 8370  
Phone: (208) 315-1967

Response for Proposal for:

(Cleveland Event Center)  
Caldwell Historic Building

Tuesday, April 14, 2020

RECEIVED BY  
CALDWELL CITY CLERK

APR 14 2020

2:40 PM

dg

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## LETTER OF INTRODUCTION

Mussell Construction, Inc. is a local general contracting company established in 1996 which is owned and operated by long time Nampa residents Mike and Patty Mussell. Since then they have been doing business in Nampa and its surrounding areas.

Mussell Construction has grown significantly with the addition of project coordinators, superintendents, specialty carpenters, and office support. In addition to the contracted commercial and residential construction, we strive to do our part with local communities in the treasure valley to revitalize and restore valuable historic properties by preserving their original architecture. The vision of the company is to create something worth creating that will endure the test of time.

Mussell Construction is dedicated to excellence in customer service and quality craftsmanship. Our experience with the renovation of historical buildings is proven. A prime example is the Old Masonic Lodge Building in Nampa. Mussell Construction purchased it in 2007 and building on the vision of giving "life" to the community, solely designed and completed its renovation. What was once a vacant building is now a thriving and vital part of the City. The Masonic houses an award winning restaurant and multiple professional offices bringing a large volume of patrons through it daily, which equates to an excess of 100 employee positions, as well as continuing support of various local vendors, etc. To date one of our favorite projects is the complete renovation of the Nampa Historic Library building. In six months' time the building was transformed from a vacant structure to a beautiful, vibrant and active community hub.

Other examples of Mussell's experience with successful renovation are McClure's Business Park and Idaho Arts Charter School. Both of these projects continue to thrive in Nampa's community offering several jobs as well as vital services to our community. McClure Business Park is home to ten local businesses including Northwestern Mutual, Signature Salon and Day Spa, Farmers Insurance and various professional offices. Mussell continues to be an active owner in McClure's Business Park, as well. Idaho Arts Charter School is a growing and successful educational institution and Mussell Construction has recently completed its new elementary campus on Broadmore Way in Nampa.

We at Mussell Construction are excited about the opportunity and look forward to the restoration and revitalization of the Cleveland Event Center as it serves to benefit the City and community. Our vision for the project is to revitalize the building so that it will be actively used to its full potential for our community while adding excellence to the atmosphere of the City. Similar to that of the Old Masonic and Nampa Historic Library building we are focusing on the goal of maintaining the architectural style of the building and improving the interior by adapting it to modern business practice needs. We at Mussell Construction greatly value maintaining the quality and integrity of the subject property's location, being the gateway to entering Downtown Caldwell.

Another project that Mussell Construction is currently working toward is the revitalization of the ½ block located on 11th Ave. South between 4th St. and 3rd St. (from the old Brethren Church to Taco Time)

**TEAM PERSONNEL****Mike Mussell, President/Owner:**

Mike is the founder of Mussell Construction, Inc. and has built it from the ground up. He has over 30 years of construction experience and has owned and operated Mussell Construction, Inc. for 26 years. His strong and honest leadership combined with good business sense and integrity has led to the success of the company. Mike believes that a successful company is a team and strives to assemble a team that prides itself in dedication to quality.

**Mark Fledderjohann, Project Manager:**

Mark holds a BS Degree in Construction Management; Associates Degree in Electronics, Engineering, Technology; Mark brings 18 years of construction experience to the Mussell Construction team and is responsible for ensuring the team maintains safety, scheduling, quality and budget control.

**Kent Mussell, Project Management, Drafting:**

Kent holds a BA in Mathematics and Philosophy and is currently working toward his Doctorate. Kent has over 5 years working in the construction industry and is responsible for plan design and drawing as well as overseeing contracts, maintaining systems and controls. Kent also guides the team in value and budgeting.

**Calvin Tabor, Project Coordinator and On-Site Superintendent:**

Calvin is a Master Finish Carpenter with 35 years construction experience and is trained as a responsible person for erosion/sediment control. He has coordinated and built 7 churches and church/schools abroad. Calvin manages subcontractors and laborers on site ensuring projects are completed in a timely and efficient manner.

**Gary Gerla, On Site Superintendent, Master Carpenter/Master Finish Carpenter:**

Gary is a certified window and door installer and brings over 30 years of construction experience to the team. He is responsible for leading teams regarding safety, quality, and schedule control. Gary also ensures projects are completed in a timely and efficient manner.

**Rob Hamilton, Master Finish Carpenter/Master Carpenter:**

Rob has 30 years of construction experience and has also owned and operated his own construction company for many years. Rob is an asset to the team and is a leader among the crews. He is renowned for his craftsmanship and his finish work is superior.

**Patty Mussell, Secretary/Owner:**

Patty is the co-founder of Mussell Construction, Inc. and wife of Mike Mussell. She is a licensed Real Estate Agent in the State of Idaho and provides support in the office. Patty has been involved in the construction business for 28 years and personally responsible for writing the proposal that won Mussell Construction the Nampa Historical Library Project.

## Contact Information

### Primary Contact Person:

Mike Mussell  
Mussell Construction  
320 11<sup>th</sup> Ave S, Ste 207  
Nampa, ID 83651

Cell: (208) 850-7777  
Office: (208) 466-3331  
Fax: (208) 466-5717  
[mike@mussellconstruction.com](mailto:mike@mussellconstruction.com)

Jeff Schoedler  
Network Architects  
2517 W Neff Court  
Boise, ID 83702

Cell: (208) 315-1967  
Office: (208) 315-1967  
[schoedler@networkarch.com](mailto:schoedler@networkarch.com)

## Basic Qualifications

### Mussell Construction

[www.mussellconstruction.com](http://www.mussellconstruction.com)  
*Organization:* Incorporated in 1996  
*Number of Employees:* 15 Employees  
*Bonding Capacity:* \$20 Million

### *Mussell Construction Key Employees:*

Owners: Mike Mussell  
Patty Mussell  
Superintendent: Calvin Tabor  
Foreman: Rob Hamilton  
Foreman: Gary Gerla  
Drafter: Kent Mussell

### *Mussell Construction Licensing*

State of Idaho - General Contractor  
Contractor License #: RCE-9157  
Public Works Lic #: PWC-C-16638-UNLIMITED-3

### Network Architects

*Organization:*  
*Number of Employees:*

### *Network Architects Key Employees*

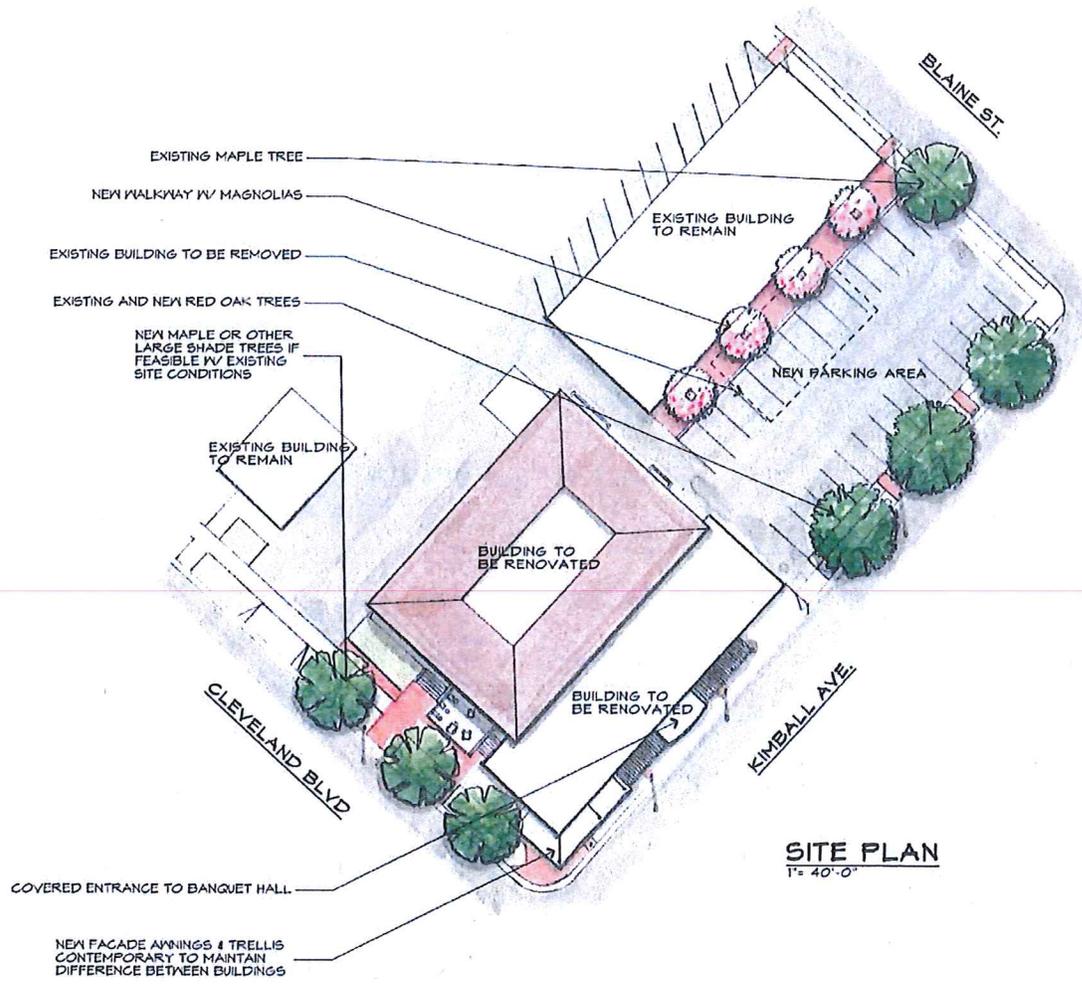
Owners: Jeff Schoedler

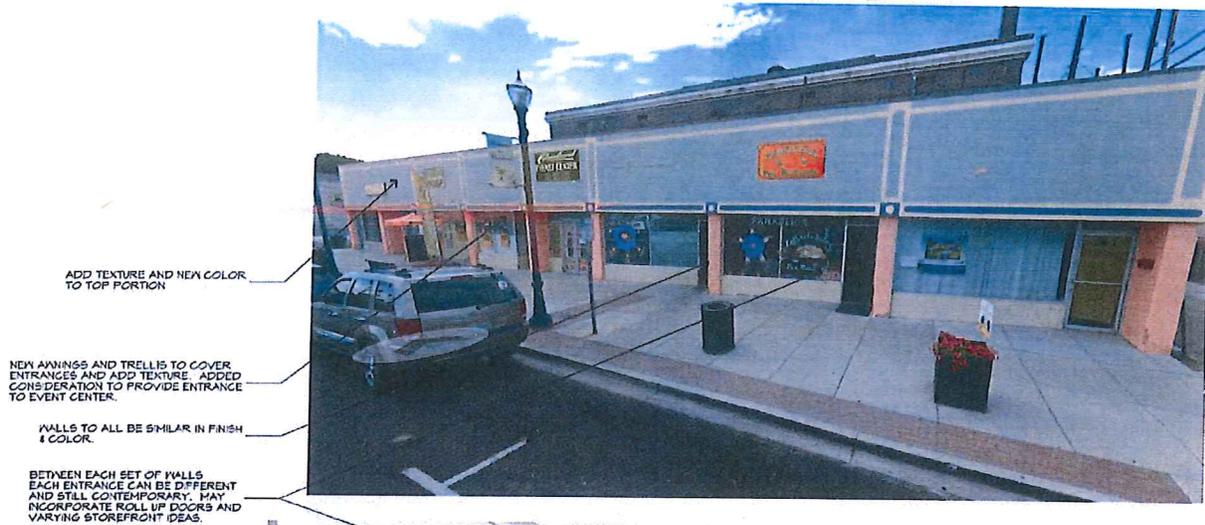
### *Network Architects Licensing*

Licensed Architect  
State of Idaho: AR-984295

**CONCEPT PLAN**

**Proposed Design**





ADD TEXTURE AND NEW COLOR TO TOP PORTION

NEW AWNINGS AND TRELLIS TO COVER ENTRANCES AND ADD TEXTURE. ADDED CONSIDERATION TO PROVIDE ENTRANCE TO EVENT CENTER.

WALLS TO ALL BE SIMILAR IN FINISH & COLOR.

BETWEEN EACH SET OF WALLS EACH ENTRANCE CAN BE DIFFERENT AND STILL CONTEMPORARY. MAY INCORPORATE ROLL UP DOORS AND VARYING STOREFRONT IDEAS.



## Project Narrative

The location and historical significance of the Historic Caldwell Building offers a unique and exciting opportunity for an outstanding improvement to more of Caldwell's Downtown. Our vision for the project is to revitalize the building so that it will be actively used to its full potential for our community while adding excellence to the atmosphere of the City. We believe that the exterior of the main building should remain brick, other than needed repairs/improvements, making sure not to alter the architectural design and keeping the historic character of the downtown area. Looking at the site plan and floor plan, you can see that Mussell Construction is proposing an active ground floor layout that can house retail shops, entertainment establishments, and restaurants. For our second floor layout we are proposing mixed uses focusing on professional office spaces, art cultural and residential uses.

As for the one-story connected commercial building; we plan on revitalizing the exterior by incorporating stucco and stone to match the historic appearance. We are proposing a layout to house retail shops, coffee shops, and entertainment establishments. These shops will keep the pedestrian friendly design by maintaining front entrances and sidewalk access. We, at Mussell Construction, greatly value maintaining the quality and integrity of the subject property's location, being a gateway to entering Downtown Caldwell. We want to utilize Caldwell's existing features that are close by. Indian Creek Park and Plaza creates an outdoor atmosphere and promotes and attracts pedestrian activity which we will incorporate by having outdoor benches under shade trees. The improvements we are proposing would provide beautiful, quality space for the enjoyment of employees and patrons alike. We would like to work with the city to be able to add the trees along our frontage.

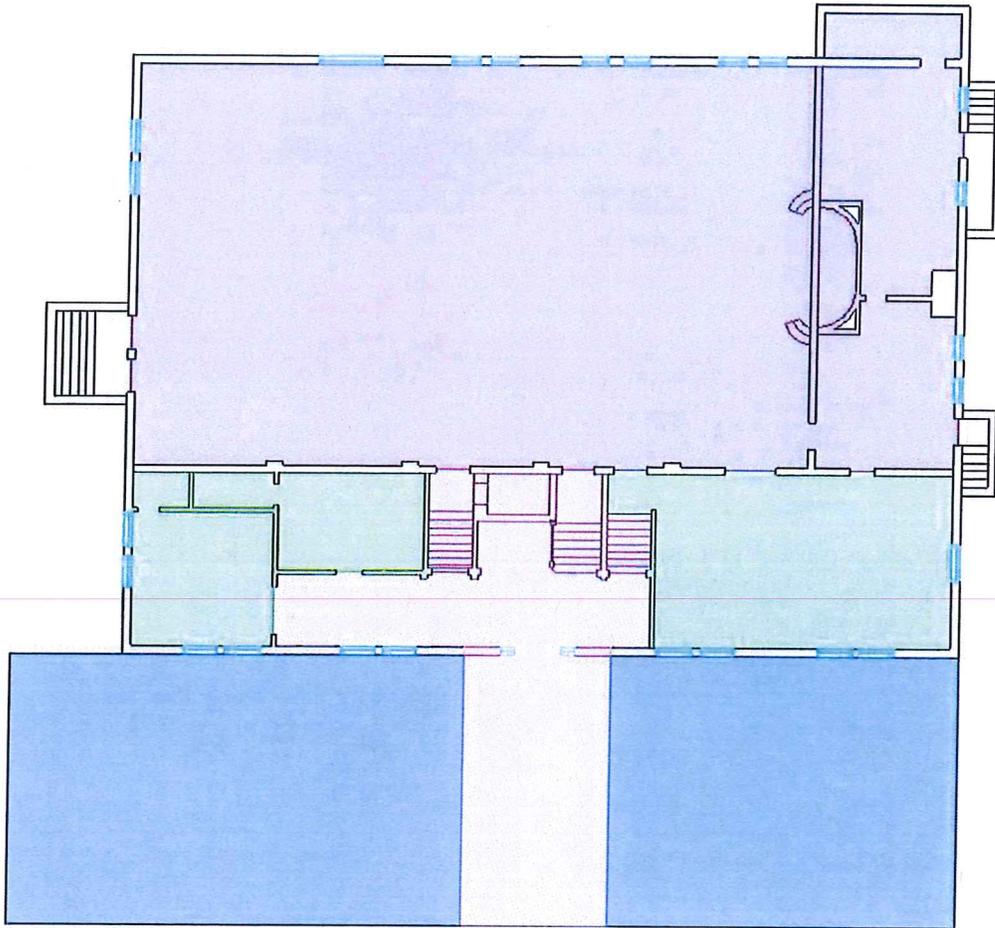
Our vision for the project is to, as closely as possible, follow the indicated project timeline and secure long term leases with reputable, quality businesses that would have a long-term positive economic impact for Downtown Caldwell. As previously mentioned Mussell envisions having continued ownership in the building and controlled management, as has been the case in other properties owned by Mussell in Nampa.

## Parking

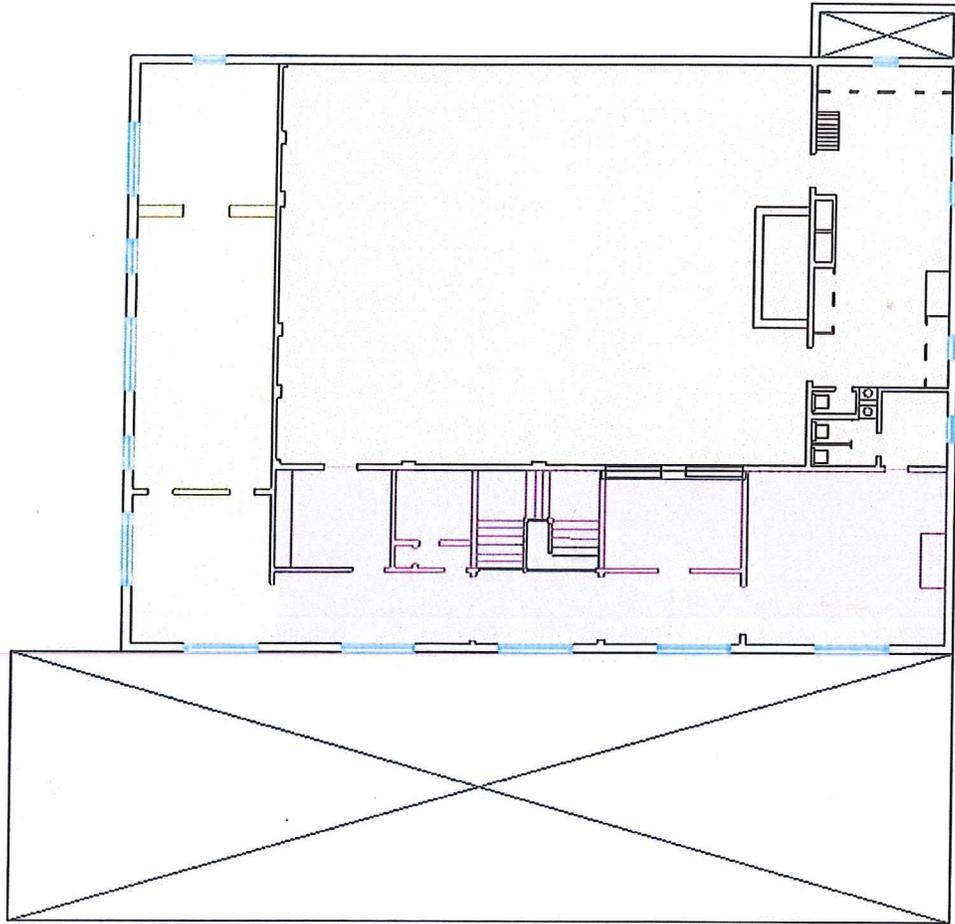
Ultimately, parking is a dynamic aspect of urban development, as it involves the consideration of social, environmental, financial, economic, and developmental aspects. Parking influences the way cities look and how people travel around them. Adequate parking will increase the value of residential and commercial property. For our parking, we plan to demolish the current building on the second lot and focus on creating a surface lot. This consists of paved asphalt with scattered planter beds and trees. The use of this lot doesn't stop at parking as it can be used for local festivals, charity fundraisers, and local farmers market.

We would also like the option to use the public parking that is currently across Cleveland Blvd.

**Floor Plan**



**FIRST FLOOR**



## SECOND FLOOR

**Schedule/ Timeline**

Design and construction of the project will take approximately eighteen months. If design commenced in July of 2020, construction would commence by October. The site would be ready for occupancy by approximately September, 2021. Following is a sample schedule:

Design Review:	May- July
Planning and Zoning approval:	N/A
Entitlements:	May- July
Loan Closings:	N/A (private cash, no loan institution needed)
Construction Start:	October, 2020
- 1 <sup>st</sup> phase:	Exterior- six months
-2 <sup>nd</sup> phase:	Interior- twelve months
-Demolition of building on Lot 2. Paving asphalt- will be completed as part of 2 <sup>nd</sup> phase	
Construction Completion:	End of September 2021
Rent/lease-up:	1-12 months

**FINANCIAL CAPACITY/ SUMMARY**

**Financial Sources**

**Mahalo, LLC**

Brad Carpenter

(208) 880-0939

[bradc@westernmountain.com](mailto:bradc@westernmountain.com)

**Olsen & Company CPA's, P.A.**

Reid Olsen

(208) 888-1595

[reido@olsencpa.com](mailto:reido@olsencpa.com)

**CapEd**

Casey Taylor

(208)855-4604

[casey.taylor@caped.com](mailto:casey.taylor@caped.com)

**OLSEN, HENDRICKS & WEBSTER CPAs**  
CERTIFIED PUBLIC ACCOUNTANTS  
Member AICPA and ISCPA



April 13, 2020

To Whom it May Concern:

We are writing to you on behalf of Michael and Patricia Mussell. We have been their accountants for many years for both personal tax returns and their various business accounting needs. The Mussells have an established history of having financial capability, both from a personal and business perspective. Throughout our firm's many years of working with the Mussells, they have been able to finance and back their past projects.

Please contact me with any further questions.

Sincerely,

Tony Hendricks  
Certified Public Accountant

www.olsenpa.com  
"Serving you since 1981"  
132 S.W. 31st Ave., Suite 100, Meridian, ID 83642  
Phone (208) 888-1595 • Fax (208) 888-1595



275 S. Strubbe Ave  
PO Box 2701 Meridian, ID 83450-0570  
(208) 864-3100 (All Offices)  
Toll Free (800) 214-7834

CapEd.com  
Facebook.com/CapEdcu  
@CapEdcu

4/13/2020

RE: Mussell Construction

To whom it may concern,

CapEd has a long-standing established relationship with Mike Mussell and Mussell Construction and has had the privilege of working with them on many projects throughout the Treasure Valley. Recent projects include The Mampa Historic Library and Cope Collision Center. With respect to the former, CapEd worked with Mahalo, a private lender, as well as Mike and his team, in providing term financing for the project. The project was successfully completed on time and within budget and is now fully stabilized. CapEd is interested in, and looking forward to, partnering with Mussell Construction on future like projects.

Sincerely,

A handwritten signature in black ink, appearing to read "Casey Taylor", is written over a faint, light blue circular stamp or watermark.

Casey Taylor

VP of Commercial Lending

CapEd FCU

208 602 1080

*Membership Supports Education*

To: City of Caldwell/ Urban Renewal Agency

Attention: Steve Jenkins

Subject: Cleveland Events Center

Date: 4/01/2020

Dear Steve,

I am writing this letter on behalf of Mussell Construction, Inc. I have financed several large construction projects for Mussell Construction over the past 5 years. One of the most recent projects I financed was the Historic Nampa Library. My experience with the Mussell construction team has been excellent.

The purpose of this letter is to state our commitment to act as lender for Mussell Construction for the necessary construction loan and revitalization of the Cleveland Events Center.

Sincerely,

Mahalo LLC

Brad Carpenter, President





State of Idaho

Brad Little  
Governor

Division of Building Safety  
PUBLIC WORKS CONTRACTORS LICENSING  
CONTRACTOR

PWC-C-16638 - UNLIMITED - 3  
License Number

08/22/2006  
Original License Issued

This is to certify that  
**MUSSELL CONSTRUCTION, INC.**

has fulfilled the requirements of the law relating to licensing in Idaho Code, Title 54, Chapter 19 & 45  
and is hereby granted this certificate.

This license expires: 03/31/2021

  
Licensee Signature

  
Chris L. Jensen, Administrator

**Summary**

Property Name: Caldwell Historic Building

Property Identification 711 Cleveland Blvd/ 306 S, Kimball Ave  
Caldwell, Idaho 83607

Property Ownership Urban Renewal Agency

-Year Built: 1921

Valuation Indications & Concluded Value(s):

Market Value: Upon Stabilization	\$2,000,000.00
Less: Development Costs	<u>(\$2,459,579.64)</u>
Fair Re-Use Value	(\$458,579.60)

**Preliminary Working Cost Breakdown**

Caldwell Historic Building		Preliminary Working Cost Breakdown
Categories	Description	Amount
00.00.00.L	Supervision	\$ 42,104.39
01.21.17.O	Miscellaneous	\$ 39,208.82
01.21.19.O	Accounting Fees	\$ 342.49
01.21.20.O	Loan Fees	\$ 6,337.00
01.21.21.O	Legal Fees	\$ 6,390.00
01.32.12.O	Architural Design	\$ 48,216.67
01.32.13.O	Structural Engineering	\$ 3,000.00
01.32.14.O	Civil Engineering	\$ 800.00
01.32.16.O	MP Engineering	\$ 27,715.00
01.32.18.O	Electrical Engineering	\$ 13,500.00
01.32.25.O	Surveying	\$ 3,818.53
01.41.27.OH	Demo Permit	\$ 659.44
01.41.28.OH	Building Permit	\$ 58,341.82
01.41.29.OH	TI Permit	\$ 2,534.83
01.41.34.OH	Conditional Use Permit	\$ 406.00
01.41.35.OH	Erosion Permit	\$ 80.00
01.41.36.OH	Right of Way Permit	\$ 150.00
01.52.10.EQ	Rental Equipment	\$ 8,004.61
01.74.23.S	Final Cleaning	\$ 6,375.45
01.78.34.O	Builder's Risk Insurance	\$ 2,508.00
02.32.16.O	Material Testing	\$ 144.20
02.41.00.S	Demolition	\$ 74,062.59
02.82.13.S	Asbestos Abatement	\$ 40,500.00
03.00.00.S	Concrete	\$ 6,307.58
03.80.01.S	Concrete Cutting	\$ 4,135.00
04.00.00.S	Masonry	\$ 3,709.67
05.00.00.S	Metal	\$ 10,398.81
05.52.00.S	Metal Railings	\$ 5,250.70
06.10.00.L	Rough Carpentry Labor	\$ 33,987.00
06.10.00.M	Rough Carpentry Materials	\$ 46,010.74
06.20.00.L	Finished Carpentry Labor	\$ 103,933.48
06.20.00.M	Finished Carpentry Materials	\$ 21,348.81
06.43.16.M	Wood Railings	\$ 17,066.00
07.21.00.S	Thermal Insulation	\$ 33,274.99
07.25.01.S	Roofing	\$ 24,132.00
08.10.00.M	Doors and Hardware Material	\$ 92,623.16
08.43.00.S	Storefront Windows	\$ 25,455.56
08.50.00.S	Windows	\$ 67,114.39
09.00.05.S	Specialty Finishes	\$ 13,402.08
09.29.00.S	Gypsum Board	\$ 66,601.92
09.30.00.L	Tile Labor	\$ 25,624.51
09.51.00.S	Acoustical Ceiling	\$ 30,445.05
09.60.00.S	Flooring	\$ 117,077.47
09.91.00.L	Paint Labor	\$ 102,293.88
09.91.00.M	Paint Materials	\$ 21,016.44
10.00.00.S	Division 10 Specialties	\$ 6,782.92

Caldwell Historic Building		Preliminary Working Cost Breakdown	
10.14.00.O	Signage	\$	1,462.14
12.00.01.S	Furnishings	\$	11,978.78
12.20.00.S	Window Treatments	\$	3,350.00
12.36.00.S	Countertops	\$	6,046.81
14.20.00.S	Elevator	\$	77,369.22
21.00.00.S	Fire Suppression	\$	66,000.00
22.00.00.S	Plumbing	\$	116,499.37
23.00.00.S	HVAC	\$	360,306.00
26.00.00.S	Electrical	\$	183,370.89
28.31.00.S	Fire Alarm	\$	16,895.00
31.23.16.S	Excavation	\$	6,061.34
32.02.16.S	Asphalt Paving	\$	23,880.98
32.17.23.S	Paving Markings	\$	1,371.00
32.31.00.S	Fences and Gates	\$	981.37
	Subtotal:	\$	2,138,764.90
	Cost and Supervision	\$	320,814.74
	Total:	\$	2,459,579.64

**MUSSELL CONSTRUCTION PREVIOUS HISTORIC PROJECTS**

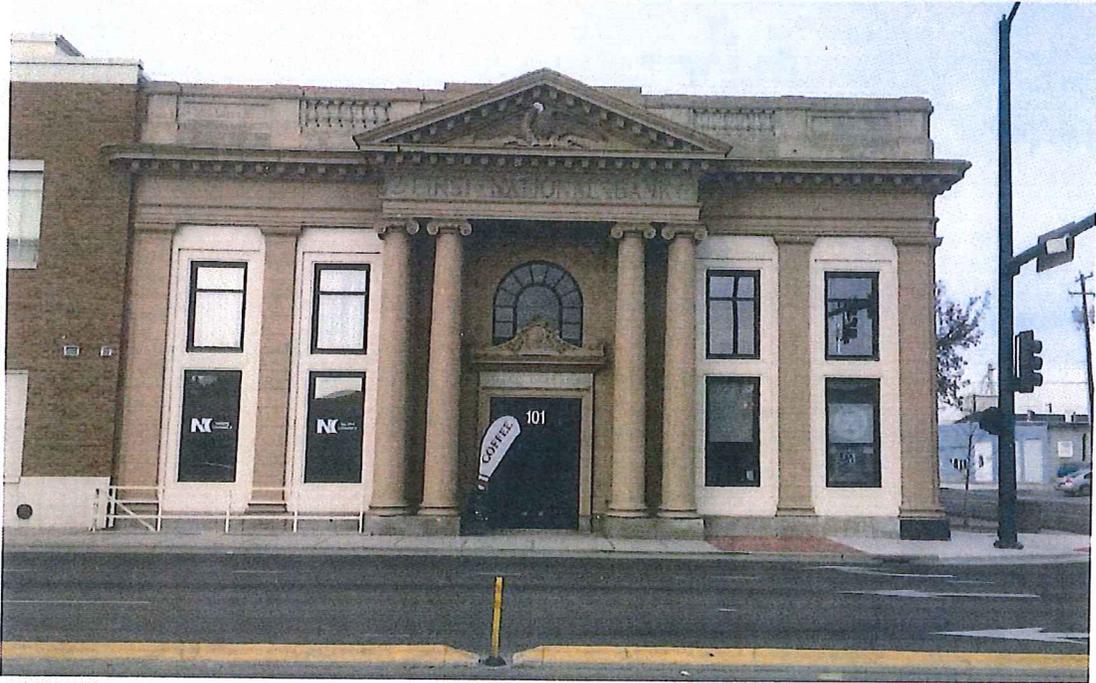
**The Masonic / Brick 29 Bistro**

*Remodel of historic Masonic Lodge*



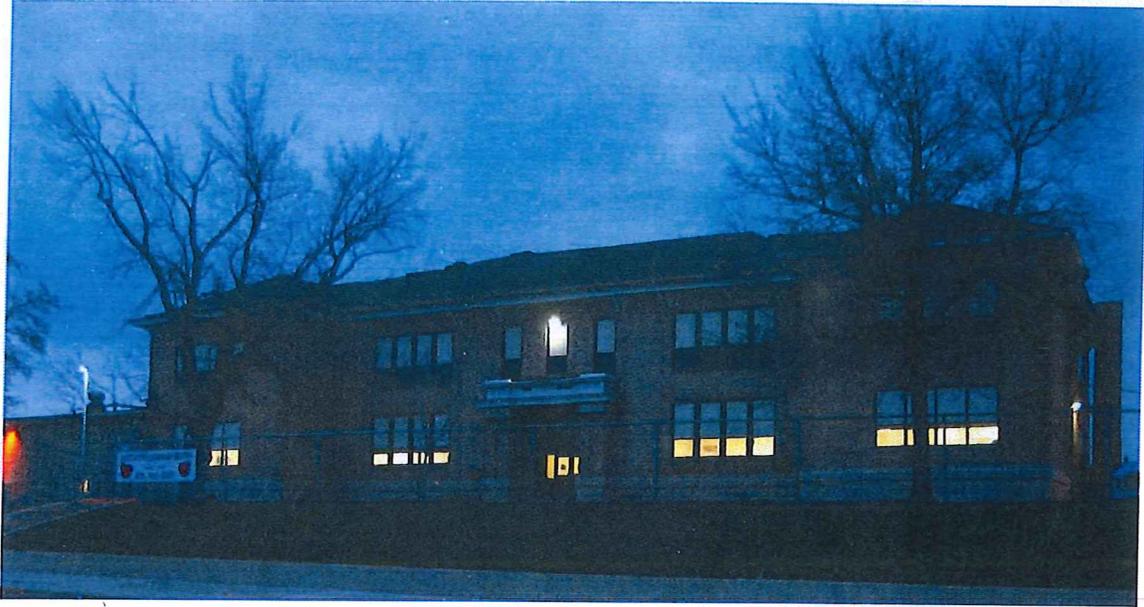
**Historic Nampa Library**

*Remodel of Historic Nampa Library*



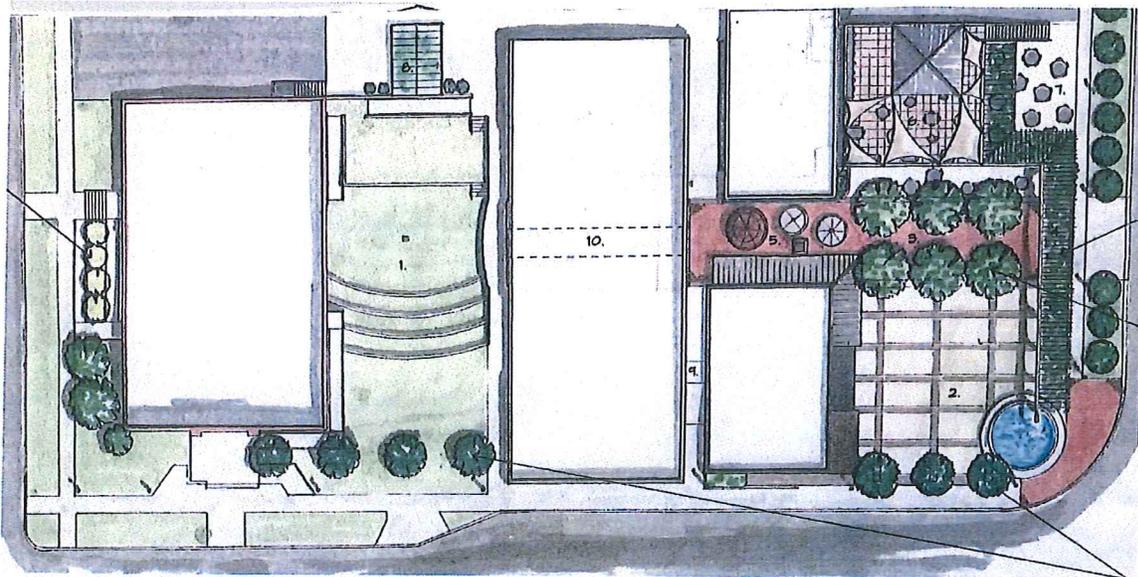
**Idaho Arts Charter School**

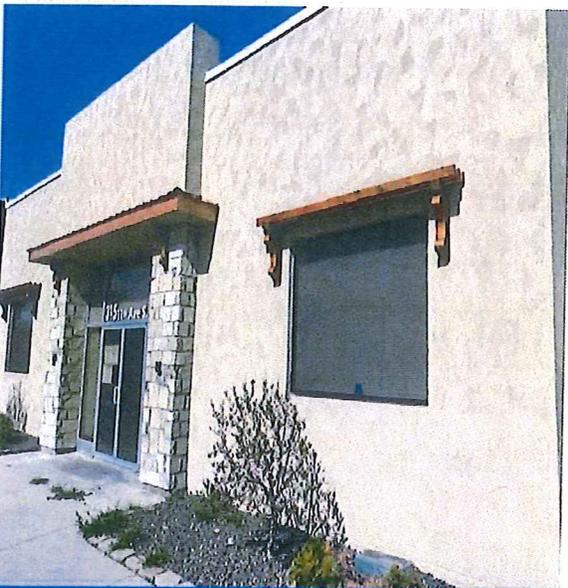
*Remodel of Lakeview Bible School*



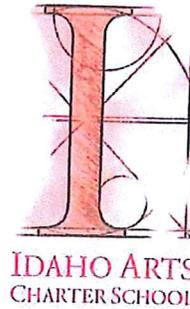
**11<sup>TH</sup> Ave. Half Bock (Currently Remodeling)**

*Remodel of Nampa Chamber building, TV Station, Brethren Church, Taco Time, & Spa*





MUSSELL CONSTRUCTION  
REFERENCE LETTER



March 15, 2020

To Whom It May Concern:

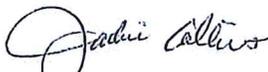
I'm happy to write this letter of recommendation for Mussell Construction. We have used Mussell Construction for all of our school projects. Starting in 2008 when we purchased the oldest school building in Nampa and remodeling it and adding an additional wing. Mike Mussell is an expert in remodeling older buildings and keeping the character of the building in a community. A couple of years later we added another addition. Then in 2016 we opened an additional campus and Mussell was the contractor on that project.

As you can guess we like Mussell Construction. Although we could have picked a number of construction companies, we choose to select Mussell Construction because of the integrity of Mike Mussell. He attended many of our Board meetings and did several meetings and walk throughs with city officials even before he was awarded the jobs. He was sure to list areas he would remodel and to get accurate bids. After the job was complete Mike has been very responsive to items that need to be fixed or repaired.

One of the things I appreciate about Mike is his willingness to listen to our concerns and questions. He always approaches his work in a positive manner. He has integrity and does what he says he is going to do.

If you have any questions or need further explanation, please do not hesitate to call me.

Sincerely,



Jackie Collins  
Executive Director  
Idaho Arts Charter School  
208-463-4324. Ext 450

**RESOLUTION NO. 2020-\_\_\_\_\_**

**A RESOLUTION OF THE CALDWELL URBAN RENEWAL AGENCY AUTHORIZING THE EXECUTION OF A DEVELOPMENT & DISPOSITION AGREEMENT WITH SIDE A BREWING LLC, AN OREGON LIMITED LIABILITY COMPANY, FOR THE SITE LOCATED GENERALLY EASTERLY OF THE INTERSECTION OF SOUTH KIMBALL AVENUE AND ARTHUR STREET IN DOWNTOWN CALDWELL.**

**BE IT HEREBY RESOLVED** by the Caldwell Urban Renewal Agency authorizes the execution of the Disposition and Development Agreement made part hereof and set forth in full.

**PASSED BY THE CALDWELL URBAN RENEWAL AGENCY** this 10<sup>th</sup> day of August, 2020.

**APPROVED BY THE CHAIRMAN OF THE URBAN RENEWAL AGENCY OF THE CITY OF CALDWELL** on this 10<sup>th</sup> day of August, 2020.

APPROVED:

\_\_\_\_\_  
CHAIRMAN

ATTEST:

\_\_\_\_\_  
SECRETARY

## DISPOSITION AND DEVELOPMENT AGREEMENT

This Disposition and Development Agreement (“**Agreement**”) is entered into on this \_\_\_ day of \_\_\_\_\_, 2020 (“**Effective Date**”) by and between The Urban Renewal Agency of the City of Caldwell, Idaho, an independent public body corporate and politic, of 411 Blaine St., Caldwell, Idaho 83605 (“**Agency**”) and Side A Brewing, LLC, an Oregon limited liability company, of 1219 Washington Ave., La Grande, Oregon 97850 (“**Developer**”). Agency and Developer may be individually referred to as a “**Party**” and collectively referred to as the “**Parties.**”

### RECITALS

WHEREAS, on or about October 19, 1998 the City of Caldwell, Idaho (“**City**”) through its Mayor and City Council, passed Resolutions 88-98 and 89-98 creating an urban renewal agency, pursuant to Chapter 20, Title 50, Idaho Code; and

WHEREAS, on or about December 21, 1998 there was prepared for the Agency, and adopted by the Caldwell City Council, Ordinance No. 2260 according to law, the Caldwell East Area Workable Program/Implementation Plan and Urban Renewal Plan for the Caldwell East Urban Renewal Project, which have from time to time been amended according to law (collectively the “**Plan**”); and

WHEREAS, pursuant to the Plan, Agency acquired an ownership interest in real property located easterly of the intersection of S. Kimball Ave and Arthur Street in downtown Caldwell and more particularly described on **Exhibit A**, attached and incorporated by this reference (“**Property**”); and

WHEREAS, the Property is located wholly within Agency’s project area; and

WHEREAS, Agency issued a Request for Proposals pursuant to Idaho Code §50-2011(b) for redevelopment of the Property; and

WHEREAS, Developer responded to the Request for Proposals by submitting its formal response, attached as **Exhibit B** and incorporated by this reference, (“**RFP Response**”); and

WHEREAS, Agency selected Developer to redevelop the Property based upon and in substantial conformance with the RFP Response as modified consistent with the terms of this Agreement (“**Project**”) including, without limitation, the project specific provisions below in Article 12 below; and

WHEREAS, Agency staff and Developer have negotiated this Agreement for purposes of redeveloping the Property and constructing the Project; and

WHEREAS, the redevelopment of the Property pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the Agency and the City, and the health, safety, morals, and welfare of the City's residents, and are in accord with the public purposes and provisions of the Plan, applicable federal, state, and local laws and requirements.

NOW, THEREFORE, Agency and Developer agree as follows:

1. Purchase and Sale of the Property. Developer agrees to purchase from Agency and Agency agrees to sell to Developer all of Agency's interest in the Property on the terms and conditions set forth in this Agreement.

1.1. Purchase Price. The purchase price for the Property will be its redevelopment value as determined by the Parties' mutually agreed appraiser, Valbridge Property Advisors of Boise, Idaho ("**Appraiser**") provided, however, that if the redevelopment value of the Property is less than zero dollars, the purchase price shall be zero dollars. Redevelopment value as set forth herein is "fair value" as set forth in Idaho Code Sect 50-2011. The Parties shall promptly submit all information requested by the Appraiser but shall not otherwise attempt to influence the Appraiser or the appraisal process. Subject to the terms and conditions set forth in this Agreement, on or before Closing, Developer shall deposit with Closing Agent, in cash or other immediately available funds, the full Purchase Price plus any applicable Closing costs or fees calculated or estimated by the Closing Agent.

1.2 Developer's Additional Consideration:

(a) The Developer agrees and acknowledges that this transaction is entered into by Agency for the purposes set forth in the Plan, the Idaho Urban Renewal Law of 1965 and to foster the economic development of the City of Caldwell. Therefore, the Subject Property is not, and cannot, be sold to Developer for the primary purpose of land speculation.

(b) Developer shall redevelop the Property in substantial conformance with the RFP Response as modified by the terms of this Agreement including, without limitation, Section 12 below.

1.3 Agency's Additional Consideration:

(a) Agency shall demolish and remove the existing structure on the Property and backfill the site prior to Closing.

(b) Agency shall repair any damage to the streetscape adjoining the Property to ensure that it is consistent with the existing streetscape improvements.

(c) Concurrently with the Effective Date, Agency shall provide all studies, reports, surveys, drawings and other documents relevant to the Property, including any and all environmental reports it possesses. Agency shall assist Developer in obtaining certifications or updates to such environmental reports.

1.4 Developer Affiliated Entities. Agency acknowledges that for purposes of financing the development of the Project, Developer may be required or may elect to create an affiliated entity to acquire the Property and to undertake development of the Project. Agency shall not unreasonably withhold approval of the assignment to such affiliate, and the Developer's affiliate shall acknowledge and consent to the terms of this Agreement in conjunction with such assignment and conveyance. In such event, Developer and the Developer's affiliate shall be obligated to consent and ratify their joint performance hereunder.

## 2. Title Matters.

2.1 Within ten (10) days of the Effective Date, Agency shall request from Pioneer Title Co. of Canyon County, 610 S. Kimball Ave., Caldwell, Idaho 83605; Telephone No. (208) 459-1651; Facsimile No. (208) 459-6635 ("**Closing Agent**") a title commitment ("**Commitment**") for an ALTA standard owner's coverage title policy with respect to the Property, insuring fee simple title in the Property in Developer in the face amount of the Purchase Price, with legible copies of Agency's vesting deed and all exceptions to title identified in the Commitment ("**Title Policy**").

### 2.2 Objection Notice and Response.

(a) Within ten (10) days of Developer's receipt of the Commitment, Developer shall notify Agency in writing of any title matters disclosed in the Commitment to which Developer objects in its reasonable discretion ("**Developer's Objection Notice**"). Within five (5) days of the Agency's receipt of Developer's Objection Notice, Agency may notify Developer in writing whether Agency will cure any of the title matters objected to by Developer in Developer's Objection Notice ("**Agency's Cure Notice**"). If Agency notifies Developer in writing that Agency will cure any of the title matters objected to in Developer's Objection Notice, Agency shall cure such title matters on or before Closing and the cure of such title matters shall become a Developer's Condition to Close (as defined in Section 4.3 below). If Agency notifies Developer in writing that Agency will *not* cure any of the title matters objected to in Developer's Objection Notice, Developer shall notify Agency in writing ("**Developer's Acceptance/Rejection Notice**") whether it accepts or rejects such title matters within three (3) days of the receipt of Agency's Cure Notice. If Developer's Acceptance/Rejection Notice accepts any of the title matters objected to in

Developer's Objection Notice that Agency will not cure, Developer's objections to such title matters shall be waived. If Developer's Acceptance/Rejection Notice rejects any of the title matters objected to by Developer that Agency will not cure, this Agreement shall terminate on the date of Agency's receipt of such notice.

(b) If Developer does not timely provide Developer's Objection Notice, Developer shall be deemed to have waived any objection to title matters under this Section 2. If Agency does not timely provide Agency's Cure Notice to Developer, Agency shall be deemed to have notified Developer that it will not cure the title matters objected to by Developer. If Developer does not timely provide Developer's Acceptance/Rejection Notice, Developer shall be deemed to have accepted all title matters objected to in Developer's Objection Notice that Agency will not cure.

### 3. Due Diligence.

3.1 Due Diligence Review. Developer, at its sole expense, shall conduct its due diligence review of the Property, including but not limited to conducting appraisals, environmental evaluations, and inspections ("**Due Diligence Review**") for a period of sixty (60) days from the Effective Date or ten (10) days following Developer's receipt of the redevelopment appraisal from the Appraiser, whichever occurs later.

3.2 Inspection of Property. Notwithstanding any other provision hereunder, if Developer desires to enter onto the Property or contact any tenants or their representatives, Developer shall give Agency reasonable prior notice thereof. Agency shall provide such documentation as it possesses under Section 1.3(c) above.

3.3 Conclusion of Due Diligence. Prior to the expiration of the Due Diligence Period, Developer shall notify Agency in writing of its approval or disapproval of the Due Diligence Review. If Developer does not notify Agency in writing of its disapproval of the Due Diligence Review, then Developer shall be deemed to have accepted the condition of the Property in all respects. If Developer chooses to proceed to Closing, then Developer shall accept the Property in an "AS IS, WHERE IS" condition, subject only to the express warranties of Agency set forth in this Agreement.

### 4. Closing.

4.1 Closing Agent. This transaction shall be closed in accordance with the terms of this Agreement ("**Closing**") at the office of the Closing Agent identified at Section 2.1 above.

4.2 Agency's Conditions to Close. The conditions precedent to Closing (collectively, "**Agency's Conditions to Close**" or singly, "**Agency's Condition to Close**") set forth in this

Section 4.2 must each be fully satisfied or waived by Agency in its sole discretion before Agency is obligated to sell the Property. Agency's Conditions to Close are for Agency's sole benefit and may be waived only by Agency. Agency's Conditions to Close are as follows:

- (a) Closing Agent is prepared to deliver the full Purchase Price to Agency; and
- (b) Developer's representations and warranties set forth herein are true and accurate in every material respect.

4.3 Developer's Conditions to Close. The conditions precedent to Closing (collectively, "**Developer's Conditions to Close**" or singly, "**Developer's Condition to Close**") set forth in this Section 4.3 must each be fully satisfied or waived by Developer in its sole discretion before Developer is obligated to purchase the Property. Developer's Conditions to Close are for Developer's sole benefit and may be waived only by Developer. Developer's Conditions to Close are as follows:

- (a) Agency's representations and warranties set forth herein are true and accurate in every material respect;
- (b) Developer has accepted the redevelopment value agreed to and the Purchase Price; and
- (c) The Closing Agent is prepared to issue to Developer an owner's policy of title insurance consistent with the Commitment, subject to all title matters accepted by Developer pursuant to Section 2.

4.4 Date of Closing. Except as otherwise provided hereunder, Closing shall occur no later than fifteen (15) days after Developer's written acceptance of its Due Diligence pursuant to Section 3.3.

4.5 Possession. Possession of the Property shall be delivered by Agency to Developer as of Closing. Agency shall assure that any tenancies on the Property have been terminated prior to Closing and the Property is unoccupied.

5. Prorations. At Closing, Agency shall pay in full all real estate taxes and assessments of any kind for the Property due and payable as of the date of Closing. Real estate taxes and installments or assessments for the Property due and payable for the year of Closing shall be prorated as of the date of Closing, computed on the basis of the last available tax rate and valuation. No adjustment to such proration shall be made after Closing.

6. Closing Costs. At Closing, all escrow fees shall be shared equally by the Parties, and Agency shall pay the cost of recording the Special Warranty Deed, as well as the costs associated with the removal of any matter of title Agency agrees to cure in Agency's Cure Notice delivered pursuant to Section 2.2(a) above.

7. Management and Care of Property Pending Closing. From the Effective Date until Closing or termination of this Agreement, Agency shall not enter into any agreements materially affecting the Property without Developer's prior consent thereto.

8. Default and Remedies.

8.1 Notice and Opportunity to Cure. Failure or delay by either Party to perform any term or provision of this Agreement after receiving notice and an opportunity to cure as set forth herein shall constitute a default under this Agreement.

8.2 Notice Requirements. The Party claiming a failure or delay in performance shall give written notice of default to the other Party specifying the alleged default. Except as required to protect against further damages, the Party claiming default may not institute proceedings against the Party in default until thirty (30) days after giving such notice, said thirty (30) days constituting the period to cure any default. Provided, however, that upon receipt of such notice, a Party must immediately commence to cure, correct, or remedy such failure or delay and shall complete such cure, correction, or remedy with reasonable diligence. A Party so acting and during any period of curing shall not be in default.

8.3 Legal Action. Subject to the express limitations herein, either Party may institute legal action to cure, correct, or remedy any default or recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement.

8.4 Rights and Remedies Cumulative. Subject to the express limitation herein, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other Party.

8.5 Specific Performance. If Developer or Agency has provided notice and an opportunity to cure pursuant to Section 8.2 and the default is not cured, the non-defaulting Party may institute an action for specific performance of the terms of this Agreement.

8.6 Default Prior to Closing. If Developer defaults in its obligation to acquire the Property or to satisfy any conditions relating to the acquisition of the Property prior to Closing, then Agency's sole and exclusive remedy shall be to terminate this Agreement. If Agency defaults in its obligation to sell the Property or to satisfy any conditions relating to the transfer of the

Property, Developer's sole and exclusive remedy shall be to terminate this Agreement by written notice thereof to Agency. Upon such termination under this section 8.6, neither Agency nor Developer shall have any further rights against or liability to the other under this Agreement. In the event this Agreement is so terminated, all Closing documents and funds delivered by Agency to Developer or Closing Agent shall be returned immediately to Agency and all closing documents and funds delivered by Developer to Agency or Closing Agent shall be returned immediately to Developer.

8.7 Default After Closing. Notwithstanding any other provision of this Agreement, including any limitation of Agency's default remedies, Developer agrees that if it fails to commence construction of the Project within twelve (12) months from the date of Closing, and such failure to commence construction continues for a period of sixty (60) days after written notice of Agency to Developer, then Agency shall have the continuing option, but not the obligation, to repurchase the Property from Developer for an amount equal to the Purchase Price, together with all costs incurred by Developer for on-site labor and materials for the construction of the Project. Further, if construction, once commenced, is not diligently pursued to completion, Agency shall have the continuing option to repurchase the Property from Developer for an amount equal to the Purchase Price, together with all costs incurred by Developer for on-site labor and materials for the construction of the Project. For purposes of this Section, the term "commence construction" shall mean Developer's acquisition of and payment for a building permit for construction of the Project in substantial conformance with the **RFP Response** and this Agreement. For purposes of this Section, the term "not diligently pursued to completion" shall mean that Developer is more than sixty (60) days behind the Project Schedule set forth in **Exhibit C**, attached and incorporated by this reference, Agency has delivered to Developer a Default Notice pursuant to Section 8.2, and Developer has not commenced a program to achieve compliance with the Project Schedule that is reasonably acceptable to Agency.

8.8 Forced Delay; Extension of Times of Performance. In addition to the specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are caused by events that are beyond the control of both Developer and Agency, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God. An extension of time for any such cause shall only be for the period of the forced delay, which period shall commence to run from the time of the commencement of the cause. If, however, notice by the Party claiming such extension is sent to the other Party more than thirty (30) days after the commencement of the cause, the period shall commence to run only thirty (30) days prior to the giving of such notice. Times of performance under this Agreement may also be extended in writing by the Parties.

9. Agency's Representations. Agency hereby represents to Developer as follows:

9.1 Organization. Agency is validly organized and is in good standing under the laws of its state of organization.

9.2 Authority. This Agreement constitutes the legal, valid, and binding obligation of Agency, enforceable against Agency in accordance with its respective terms. Agency has full power and has been duly authorized to execute and deliver this Agreement and to perform and carry out all covenants and obligations to be performed and carried out by Agency hereunder. There are no actions, suits, proceedings, or investigations pending or threatened against Agency which question the validity or enforceability of the transaction contemplated herein. None of the execution, delivery, or performance of this Agreement by Agency, the consummation by Agency of the transaction contemplated hereby, or the fulfillment of or compliance with the terms and conditions of this Agreement (a) requires the consent, waiver, approval, license, or authorization of any person or public authority; (b) violates its governing organizational documents or any judgment, order, writ, injunction, or decree, statute, or regulation applicable to Agency; or (c) results in a breach of or default under, with or without the giving of notice or the passage of time or both, any mortgage, trust deed, license, indenture, or any other agreement or instrument to which Agency is a party.

9.3 Actions. Agency is not aware of any pending or threatened actions which would in any way interfere with or prohibit Agency from entering into this Agreement or consummating the sale of the Property on the terms set forth in this Agreement.

9.4 Parties in Possession. Agency is not aware of any parties in possession, or with a right of possession, of the Property. The Property will be unoccupied at Closing.

9.5 Taxes. Agency has not received any notice and does not have any knowledge of any taxes, assessments or special taxes encumbering the Property or any portion thereof, except general property taxes not yet due and payable.

9.6 Encumbrances. Agency has no knowledge of any unrecorded easements, encroachments, boundary disputes or other matters affecting the Property.

9.7 Condemnation. Agency has no knowledge of any pending or threatened condemnation or similar proceeding affecting the Property or any part thereof.

9.8 Violations. Agency has not received written notice from any governmental authority that the Property is not in compliance with all applicable laws, except for such failures to comply, if any, which have been remedied.

10. Developer's Representations. Developer hereby represents to Agency, as follows:

10.1 Organization. Developer is validly organized and is in good standing under the laws of its state of organization.

10.2 Authority. This Agreement constitutes the legal, valid, and binding obligation of Developer, enforceable against Developer in accordance with its respective terms. Developer has full power and has been duly authorized to execute and deliver this Agreement and to perform and carry out all covenants and obligations to be performed and carried out by Developer hereunder. There are no actions, suits, proceedings, or investigations pending or threatened against Developer which question the validity or enforceability of the transaction contemplated herein. None of the execution, delivery, or performance of this Agreement by Developer, the consummation by Developer of the transaction contemplated hereby, or the fulfillment of or compliance with the terms and conditions of this Agreement (a) requires the consent, waiver, approval, license, or authorization of any person or public authority; (b) violates its governing organizational documents or any judgment, order, writ, injunction, or decree statute, or regulation applicable to Developer; (c) results in a breach of or default under, with or without the giving of notice or the passage of time or both, any mortgage, trust deed, license, indenture, or any other agreement or instrument to which Developer is a party.

10.3 Property Condition. Developer agrees to accept the Property in an "AS IS, WHERE IS" condition, subject only to the express warranties of Agency set forth in this Agreement.

10.4 Developer's Affiliate. If title is taken by an affiliate of Developer, then both Developer and Developer's affiliate will reaffirm these Representations at Closing.

11. Representation and Commissions. The Parties hereby represent and warrant that they have not engaged the services of any agent, broker, or firm in connection with the sale of this Property. Developer hereby agrees to defend, indemnify and hold Agency harmless from any and all loss, cost or expense from any claim for real estate commission made by any agent, broker or firm engaged by or working with Developer in connection with the Property or this transaction. Agency hereby agrees to defend, indemnify and hold Developer harmless from any and all loss, cost or expense from any claim for real estate commission made by any agent, broker or firm engaged by Agency in connection with the Property or this transaction.

12. Project Development.

12.1 Compliance with Laws. Developer shall carry out all Project construction in conformity with applicable laws.

12.2 Non-Discrimination. Developer, for itself and its successors and assigns, agrees that in the construction of the Project, Developer will not discriminate against any employee or

applicant for employment because of physical disability, race, color, creed, religion, sex, marital status, ancestry, or national origin.

12.3 Development Costs. As between the Parties the cost of developing and constructing all improvements on the Property under this Agreement shall be borne by Developer unless agreed to otherwise in writing.

12.4 Construction. Design, construction and Property occupancy shall proceed in substantial conformance with the representations made in the RFP Response. To the extent of any inconsistency between the RFP Response and this Agreement, the terms of this Agreement shall control. Developer agrees to the following modifications to the RFP Response:

(a) Developer shall purchase the Property as provided in this Agreement rather than leasing the Property as originally suggested in the RFP Response.

(b) Developer will not incorporate the existing structure on the Property (which will be demolished and removed by Agency pursuant to Section 1.3(a) above). Rather, site development shall be new construction.

(c) Development of the Property will not be phased as suggested on page 30 of the RFP Response. Rather, Developer shall commence with final build-out of the site (described as Phase II on said page 30) following Closing and consistent with the timeline set forth on Exhibit C.

(d) Site development shall be substantially consistent with the design concept set forth at pages 24-25 of the RFP Response unless modifications are approved by Agency pursuant to the following Section.

12.5 Design Review Drawings. Prior to the commencement of construction, Developer shall submit to Agency Project renderings ("**Design Review Drawings**") detailing the planned construction and showing compliance with this Agreement, RFP Response, City's Downtown Framework Master Plan and the design requirements of chapter 10, Article 12 of the Caldwell City Code, Caldwell's design review ordinances. Agency shall have fifteen days (15) to review the Design Review Drawings. If Developer intends any substantial change to the design of the Project, Developer shall provide Agency updated and revised Design Review Drawings. Agency shall have fifteen (15) days to review, approve, disapprove, or modify such changes. Any disapproval shall state in writing the reasons for disapproval and the changes which Agency requests to be made. Developer, upon receipt of a disapproval, shall revise such plans, drawings, and related documents (or such portions thereof) and resubmit them to Agency as soon as possible after receipt of the notice of disapproval. The design review process provided for in this section is for the benefit of Agency and does not excuse Developer from obtaining any other design review approval applicable to the Project.

12.6 Reasonableness. Developer shall reasonably comply with the requirements of applicable law, the Plan, and this Agreement. Agency will not unreasonably impose requirements regarding materials, design elements, construction methods or other elements that materially affect the costs of the Project. Nothing herein shall limit the reviewing authority of Agency granted under this Agreement, provided, however, that Agency and Developer acknowledge that cooperation between the Parties is essential to the successful development of the Project.

12.7 Construction Phase Reporting. The Parties acknowledge and agree that communication and cooperation between the Parties is imperative to the successful completion of the Project and to achieve the objectives of the Plan. Therefore, during the development and construction of the Project (“**Construction Phase**”), the Parties shall endeavor to keep the other Party sufficiently informed regarding matters related to the development and construction of the Project so the other Party can have a meaningful opportunity to review, comment, and respond on matters relating to the other Party’s performance of its obligations under this Agreement.

12.8 Developer’s Construction Phase Obligations. Developer, as requested by Agency, shall:

(a) Permit Agency staff to attend any construction progress and design meetings for the Project to permit Agency to assess the progress of development and construction and assess compliance with this Agreement.

(b) Provide Agency with a monthly written status report on the Project (consisting of a simple narrative of the status, an update as to the progress on the schedule of performance and a summary of the percentage of completion) in sufficient time to allow for their distribution to Agency’s board of commissioners prior to the regular monthly meeting.

(c) If requested, attend and provide oral status reports on the Project at Agency’s regular monthly meetings.

(d) Attend additional or special meetings at the request of the Agency with Agency’s staff, Agency’s consultants, and representatives from the City of Caldwell or other public entities (if necessary) for general coordination and review of the progress and schedule of the Project and any other purposes necessary or convenient for development of the Project.

(e) Permit, for the purpose of assuring compliance with this Agreement, representatives of Agency a reasonable right of access to the Property without charges or fees and at normal construction hours during the period of construction. Agency shall cause anyone who comes onto the Property on Agency’s behalf to comply with applicable OSHA or other safety regulations.

12.9 Agency's Construction Phase Obligations. Agency shall:

(a) Provide timely and meaningful comments to the information, reports, and other documents submitted to Agency by Developer.

(b) Upon Developer's request, provide Developer with all of Agency's comments, conditions, and requirements regarding Developer's plans for the Project in sufficient time (provided that Developer provides Agency with a reasonable period of time for Agency to review Developer's plans) for Developer to respond to Agency's comments, conditions, and requirements prior to filing an application with City for the Project.

13 Insurance Requirements During Development. Developer shall obtain and maintain in force from and after the Closing insurance of the following types, with limits not less than those set forth below with respect to the Property and Project, and with the following requirements.

13.1 Required Forms of Coverage.

(a) Commercial General Liability Insurance (Occurrence Form) with a minimum combined single limit liability of \$2,000,000 each occurrence for bodily injury and property damage; with a minimum limit of liability of \$2,000,000 each person for personal and advertising injury liability. Such policy shall have an aggregate products/completed operations liability limit of not less than \$2,000,000 and a general aggregate limit of not less than \$2,000,000. The products/completed operations liability coverage shall be maintained in full force and effect for not less than three (3) years following completion of the Project or issuance of a certificate of occupancy, whichever is later. The policy shall be endorsed to name Agency, including its respective affiliates, the financing parties and the respective officers, directors, and employees of each as additional insureds. All policies shall be occurrence form policies and not a claims-made policy.

(b) Builder's Risk Insurance upon the entire Project for the full cost of replacement at the time of loss. This insurance shall include the Agency, Developer and its subcontractors as named insureds. This insurance shall be written as a Builder's Risk Policy or equivalent form to cover all risks of physical loss and shall insure (a) at least against the perils of fire, lightning, explosion, windstorm, and hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of the Design-Builder) and vehicles, riot and civil commotion, terrorism, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse, however caused; and (b) damage resulting from defective design, workmanship, or material. This policy shall provide for a waiver of subrogation in favor of the Developer and its subcontractors. The Agency and Developer waive all rights against each other and their respective employees, agents, contractors, subcontractors at any tier, and design professionals for damages caused by risks covered by Builder's Risk Insurance except such

rights as they may have to the proceeds of the insurance and such rights as the Agency may have for the failure of Developer to obtain and maintain required insurance in compliance with this Agreement.

(c) Workers Compensation and Employers Liability coverage with Workers Compensation limits complying with statutory requirements, and Employers Liability Insurance limits of at least \$1,000,000 each accident, \$1,000,000 for bodily injury by accident, and \$1,000,000 each employee for injury by disease.

(d) Automobile Liability Insurance covering use of all, non-owned, and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence.

13.2 Waiver of Subrogation. All insurance provided by Developer under this Agreement shall include a waiver of subrogation by the insurers in favor of Agency. Developer hereby releases Agency, including its respective affiliates, directors, and employees, for losses or claims for bodily injury, property damage, or other insured claims arising out of Developer's performance under this Agreement or construction of the Project.

13.3 Certificates of Insurance. Developer shall provide certificates of insurance satisfactory in form to Agency (ACORD form or equivalent) to Agency evidencing that the insurance required above is in force, that, to the extent commercially reasonable, not less than thirty (30) days' written notice will be given to Agency prior to any cancellation or restrictive modification of the policies, and that the waivers of subrogation are in force. Developer shall also provide, with its certificate of insurance, executed copies of the additional insured endorsements and dedicated limits endorsements required in this Agreement. At Agency's request, Developer shall provide a certified copy of each insurance policy required under this Agreement.

13.4 Insurer Requirements. All policies of insurance required by this Agreement shall be issued by insurance companies with a general policyholder's rating of not less than A and a financial rating of AAA (or equivalent ratings if such are changed) as rated in the most current available "Best's Insurance Reports" and qualified to do business in the State of Idaho.

13.5 Required Clauses. The foregoing insurance coverage shall be primary and non-contributing with respect to any other insurance or self-insurance that may be maintained by Agency. Developer's General Liability Insurance policy shall contain a Cross-Liability or Severability of Interest clause. The fact that Developer has obtained the insurance required in this Section shall in no manner lessen or affect Developer's other obligations or liabilities set forth in the Agreement.

14. Developer Indemnification. To the fullest extent permitted by law, Developer shall indemnify and hold harmless the Agency, Agency officers, commissioners, members, consultants,

agents, and employees, (the Indemnitees) from all claims for bodily injury and property damage, other than to the Project itself and other property insured, including reasonable attorneys' fees, costs, and expenses, that may arise from the development, but only to the extent caused by the negligent acts or omissions of the Developer, subcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Developer shall be entitled to reimbursement of any defense costs paid above the Developer's percentage of liability for the underlying claim.

15. Developer's Post-Development Obligations. Anything to the contrary in this Agreement notwithstanding, the following provisions set forth in this Section are the only obligations of Developer intended to survive with respect to the Property following the issuance of a certificate of occupancy for the Project.

15.1 Ad Valorem Tax Generating Uses. For a period of twenty (20) years, if any portion of the Property would qualify for exemption from ad valorem taxes due to (a) such portion being leased, conveyed, or transferred to an entity exempt or partially exempt from ad valorem taxes, or (b) such portion being utilized for any use that is exempt or partially exempt from ad valorem taxes, then the Developer or owner of such portion of the Property shall be required to make a payment in lieu of taxes to the Agency in a sum sufficient to compensate the Agency and all other taxing districts for any revenue not received by them due to the tax exemption. Such payment shall be due within thirty (30) days after the related taxes would have been due. Nothing herein contained shall be deemed to prohibit Developer or owner from contesting the validity or amounts of any tax, assessment, encumbrance, or lien or to limit the remedies available with respect thereto.

15.2 Obligation to Refrain from Discrimination. Developer covenants by and for Developer and any successors-in-interest that there shall be no discrimination against or segregation of any person or group of persons on account of physical disability, race, color, creed, religion, sex, marital status, ancestry, or national origin. in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of Property, nor shall Developer or any person claiming under or through Developer establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Property. The foregoing covenants shall run with the land.

15.3 Provisions That Run With the Land. Agency is deemed the beneficiary of the terms and provisions of this Agreement that expressly run with the land for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. If Developer or any subsequent owner of any portion of the Property conveys any portion of the Property, such owner shall, upon the conveyance, be released and discharged from all of its obligations in connection with the portion of the Property conveyed by it arising under

this Agreement after the conveyance but shall remain liable for all obligations in connection with the portion of the Property so conveyed arising under this Agreement prior to the conveyance. The new owner of any such portion of the Property shall be liable for all obligations arising under this Agreement with respect to such portion of the Property after the conveyance. The Parties shall agree on the form of a Special Warranty Deed to be recorded at Closing that conforms in all respects to this Agreement and perpetuates the covenants set forth herein.

16. Notices. All notices, requests, demands, and other communications (collectively, "Notices") hereunder shall be in writing and delivered to the parties hereto by (a) hand-delivery, (b) established express delivery service that maintains delivery records, (c) certified or registered U.S. mail, postage prepaid, return receipt requested, or (d) facsimile or other electronic means at the following addresses, or at such other address as the parties hereto may designate pursuant to this Section.

Agency: The Urban Renewal Agency of the City of Caldwell, Idaho  
Attn: Debbie Geyer  
411 Blaine St.  
Caldwell, Idaho 83605  
Fax: (208) 455-3003  
Email: [dgeyer@cityofcaldwell.org](mailto:dgeyer@cityofcaldwell.org)

With Copy To: Hamilton, Michaelson & Hilty, LLP  
Attn: Mark Hilty  
1303 12<sup>th</sup> Ave Rd.  
Nampa, Idaho 83686  
Fax: 208) 467-3058  
Email: [mhilty@nampalaw.com](mailto:mhilty@nampalaw.com)

Developer: Side A Brewing, LLC  
Attn: Scott McConnell  
1219 Washington Ave.  
La Grande, Oregon 97850  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

With Copy to: Clark Wardle, LLP  
Attn: Geoffrey M. Wardle  
PO Box 639  
Boise, Idaho 83701  
Fax: \_\_\_\_\_  
Email: [GWardle@clarkwardle.com](mailto:GWardle@clarkwardle.com)

17. Termination. In the event that this Agreement is terminated as permitted hereunder, any and all rights or obligations of Agency and Developer hereunder shall terminate and be of no further force or effect, except as otherwise set forth herein. In the event that Agency terminates this Agreement by reason of a default of Developer, Developer shall pay any cancellation fees or costs charged by Closing Agent. If this Agreement is terminated for any other reason, Agency shall pay any such cancellation fees or costs.

18. Survival. The provisions of this Agreement and the representations, warranties, development obligations and indemnity agreements set forth herein shall survive Closing and shall not merge into any deed delivered and accepted upon Closing only to the extent provided for in this Agreement.

19. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors-in-interest and assigns of each party hereto. Neither Party may assign this Agreement, or any portion of this Agreement, without the express written consent of the other Party.

20. Severability. If any term or provision of this Agreement or the application of it to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

21. Waiver. The failure of a party hereto to insist upon strict performance of any of the terms set forth herein shall not be deemed a waiver of any rights or remedies that the party may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the terms contained herein by the same or any other party.

22. Attorneys' Fees. If a party hereto commences a legal proceeding to enforce any of the terms of this Agreement, the prevailing party in such action shall have the right to recover reasonable attorneys' fees and costs from the other party to be fixed by the court in the same action.

23. Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior understandings, agreements, representations, and warranties, if any, with respect to such subject matter.

24. Amendment. This Agreement may only be amended and modified by a writing executed by Developer and Agency.

25. Governing Law. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Idaho.

26. Headings. The headings of the various paragraphs of this Agreement have been inserted only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Agreement or be used in any manner in the interpretation of this Agreement.

27. Time is of Essence. Time is expressly made of the essence of all the provisions of this Agreement.

28. Dates of Performance. Whenever a date for an action required to be performed or any period of time set forth in this Agreement ends on a Saturday, Sunday, or federal holiday, then such date shall be extended to the following business day.

29. Further Assurances. Each party hereto shall execute all instruments and documents and take all actions as may be reasonably required to effectuate this Agreement.

30. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic means shall be equally as effective as delivery of a manually executed original counterpart of this Agreement.

31. Authority. The officers or agents signing this Agreement on behalf of Developer and Agency, respectively, each warrant that he or she is authorized to execute this Agreement on behalf of Developer and Agency, respectively.

32. No Third-Party Beneficiary Rights. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third-party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and made effective as of the Effective Date.

AGENCY:

**Urban Renewal Agency of the City of  
Caldwell, Idaho**

DEVELOPER:

**Side A Brewing, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Robert Hopper

Name: \_\_\_\_\_

Its: Chairman

Its: \_\_\_\_\_

Date: 8-10-2020

Date: \_\_\_\_\_

**Exhibits:**

- A – Legal Description of the Property
- B – Developer’s Response to Agency RFP
- C – Project Schedule

**EXHIBIT A**  
**(Property Legal Description)**

Lots 22, 23, and 24 in Block 5 of CALDWELL, according to the Revised Map filed July 29, 1891, in Book 1 of Plats at Page 20, in the office of the County Recorder, Canyon County, Idaho.

**EXHIBIT B**  
**(Developer's Response to Agency RFP)**

**EXHIBIT C**  
(Project Schedule)

<b>Event</b>	<b><u>Date</u></b>
Appraisal Obtained:	September 1, 2020
Design Review:	February 28, 2021
Building Permit Issued:	August 1, 2021
Required Operational permits obtained from TTB and ABC	December 31, 2021
Commencement of Physical Construction:	December 31, 2021
Construction Complete:	August 1, 2022

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Space above this line for Recorder's use

### SPECIAL WARRANTY DEED

The Urban Renewal Agency of the City of Caldwell, Idaho, an independent public body corporate and politic, of 411 Blaine St., Caldwell, Idaho 83605 ("**Grantor**"), for valuable consideration paid by Side A Brewing, LLC, an Oregon limited liability company, of 1219 Washington Ave., La Grande, Oregon 97850 ("**Grantee**"), does hereby sell, transfer and convey unto Grantee, all of that certain real property located in Canyon County, Idaho, and described on **Exhibit A** attached hereto and incorporated herein ("**Property**").

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof and all estate, right, title and interest in and to the Property.

To have and to hold, all and singular the Property together with its appurtenances unto Grantee and Grantee's successors and assigns forever.

Grantor makes no covenants or warranties with respect to title, express or implied, other than that previous to the date of this instrument, Grantor has not conveyed the same estate to any person other than Grantee and that, except as set forth herein, such estate is at the time of the execution of this instrument free from encumbrances done, made or suffered by the Grantor, or any person claiming under Grantor, subject to any and all easements, restrictions, agreements and encumbrances of record or appearing on the land as of the date of this instrument.

1. The Property is conveyed subject to the Disposition and Development Agreement entered into by and between the Grantor and Grantee and dated \_\_\_\_\_, 2020 as implemented by any subsequent implementation agreements between Grantor and Grantee (herein collectively referred to as the "**DDA**"). The full text of the DDA and any implementation agreements are available for review at the offices of the Grantor and the City of Caldwell, Idaho.

2. Prior to the issuance by the Grantor of a certificate of occupancy as provided in the DDA, the Property cannot be sold by Grantee for the primary purpose of land speculation. This prohibition shall not be applicable to a transfer or transfers to any entity or entities owned or controlled by the Grantee. This prohibition shall not apply to any of such Property (or any portion thereof) subsequent to the issuance of the certificate of completion with respect to the construction of the improvements thereon or to a sale of any such Property (or any portion thereof) at foreclosure (or to a conveyance thereof in lieu of a foreclosure) pursuant to a foreclosure thereof.

This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the development of the Property or to prohibit or restrict the leasing or selling of any part or parts thereof or of any improvements constructed thereon.

3. The Grantee covenants by and for itself, its heirs, executors, administrators, assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property; nor shall the Grantee itself, or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property.

4. No violation or breach of the covenants, conditions restrictions, provisions, or limitations contained in this Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust, or other financing or security instrument permitted by the DDA. Provided, however, any successor of the Grantee to the Property shall be bound by such remaining covenants, conditions, restrictions, limitations, and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale, or otherwise.

5. Ad Valorem Tax Generating Uses. For a period of twenty (20) years from the recordation of this Deed, if any portion of the Property would qualify for exemption from ad valorem taxes due to (a) such portion being leased, conveyed, or transferred to an entity exempt or partially exempt from ad valorem taxes, or (b) such portion being utilized for any use that is exempt or partially exempt from ad valorem taxes, then the Grantee or owner of such portion of the Property shall be required to make a payment in lieu of taxes to the Grantor in a sum sufficient to compensate the Grantor and all other taxing districts for any revenue not received by them due to the tax exemption. Such payment shall be due within thirty (30) days after the related taxes would have been due. Nothing herein contained shall be deemed to prohibit Grantee or owner from contesting the validity or amounts of any tax, assessment, encumbrance, or lien or to limit the remedies available with respect thereto.

6. If Grantee fails to commence construction of the Project within six (6) months from the date of closing, Grantor shall have the continuing option to buy back the Property for the per square foot price paid by Grantee. Further, if construction, once commenced, is not diligently pursued to issuance of a certificate of completion, Grantor shall have the continuing option to buy back the Property for the per square foot price paid by Grantee plus the fair value of any construction. For purposes of this Deed, the term "commence construction" shall mean Grantee's acquisition of and payment for a building permit for construction of the Project in substantial conformance with the DDA. For purposes of this Deed, the term "not diligently pursued to completion" shall mean that Grantee is more than sixty (60) days behind the Project Schedule set forth in the DDA, Grantor has complied with notice provisions of the DDA and Grantee has not commenced a program to achieve compliance with the Project Schedule set forth in the DDA that is reasonably acceptable to Grantee.

7. Covenants contained in paragraphs 2 and 6 of this Deed shall remain in effect until Grantor has issued the Certificate of Completion pursuant to the DDA. Covenants contained in paragraph 3 shall run in perpetuity. Covenants contained in paragraph 5 shall remain in effect for twenty (20) years from \_\_\_\_\_, 2020. The Grantor, in the event of any breach of any such covenants, shall have the right to exercise all of the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach. If Grantee or any subsequent owner of any portion of the Property conveys any portion of the Property, such owner shall, upon the conveyance, be released and discharged from all obligations in connection with the portion of the Property conveyed by it arising under this Deed or the DDA after the conveyance but shall remain liable for all obligations in connection with the portion of the Property so conveyed arising under this Deed prior to the conveyance. The new owner of any such portion of the Property shall be liable for all obligations arising under this Deed with respect to such portion of the Property after the conveyance.

8. In the event of any express conflict between this Deed and the DDA, the provisions of this Deed shall control.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized.

**GRANTOR:**

The Urban Renewal Agency of the City of  
Caldwell, Idaho

By \_\_\_\_\_  
Robert Hopper, Chair

The provisions of this Deed are hereby approved and accepted:

**GRANTEE:**

Side A Brewing, LLC

By \_\_\_\_\_  
Scott McConnell, Member

STATE OF IDAHO            )  
  ) ss.  
COUNTY OF CANYON    )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me the undersigned, a Notary Public in and for said State personally appeared Robert Hopper known or identified to me to be the Chairman of the Board of Commissioners of The Urban Renewal Agency of the City of Caldwell, Idaho that executed the said instrument, and acknowledged to me that such agency 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: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

\*SEAL

STATE OF IDAHO            )  
  ) ss.  
COUNTY OF CANYON    )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me the undersigned, a Notary Public in and for said State personally appeared Scott McConnell known or identified to me to be a member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such company 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: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

\*SEAL

**EXHIBIT A**  
(Legal description)

Lots 22, 23, and 24 in Block 5 of CALDWELL, according to the Revised Map filed July 29, 1891, in Book 1 of Plats at Page 20, in the office of the County Recorder, Canyon County, Idaho.

REQUEST FOR PROPOSAL

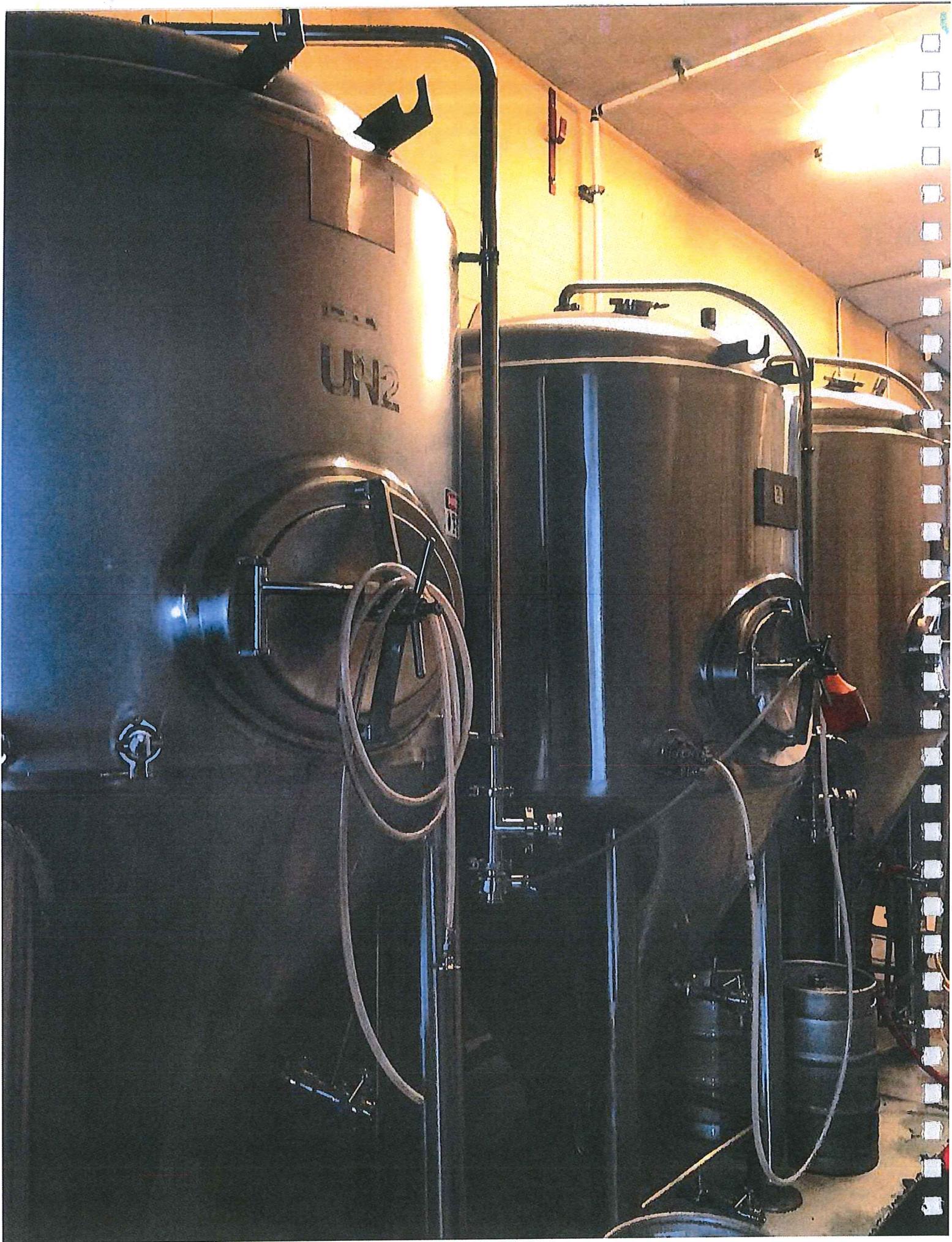
# Arthur and Kimball

Urban Renewal Agency

CITY OF CALDWELL, ID



Cushing  
Terrell





Side A Brewing, LLC  
1219 Washington Ave.  
La Grande, OR 97850

Scott McConnell  
541.550.0142  
scott@sideabeer.com

Side A Brewing was founded in 2016 by three childhood friends from Michigan who made their way west. Locally produced food and beer in a welcoming environment is the hallmark of the Side A experience. Our space is designed as a classic community gathering spot, nurturing conversations among neighbors and friends. Side A represents quality over quantity in all that we do.

## Cushing Terrell.

Cushing Terrell  
800 West Main Street | Suite 800  
Boise, ID 83702

Jason Butler  
208.336.4900  
jasonbutler@cushingterrell.com

Cushing Terrell was founded in 1938 on the belief that integrating architecture, engineering, and design opens doors for deepened relationships and enhanced creativity. Our team works together to design systems and spaces that help people live their best lives, achieve their visions, and enjoy healthy, sustainable built environments. For more information, visit [cushingterrell.com](http://cushingterrell.com).

### Our Offices

COLORADO	MONTANA
IDAHO	TEXAS
LOUISIANA	WASHINGTON
MINNESOTA	

# Portfolio

**Oregon Fog Hazy IPA** ABV 5.7% IBU 18

**In The Yard** ABV 5.7% IBU 18

**CAFFEINATED** Coffee Porter ABV 5.7% IBU 18

**Light The Machine** IPA ABV 5.7% IBU 18

**Extra Bites** ABV 5.7% IBU 18

**BARREL AGED SWEDISH COMPASS**

**Brownsville** Barrel ABV 5.7% IBU 18

**ROUGH SUPPOSITION** Double ABV 5.7% IBU 18

**COPPER AND GOLD** Pale Ale ABV 5.7% IBU 18

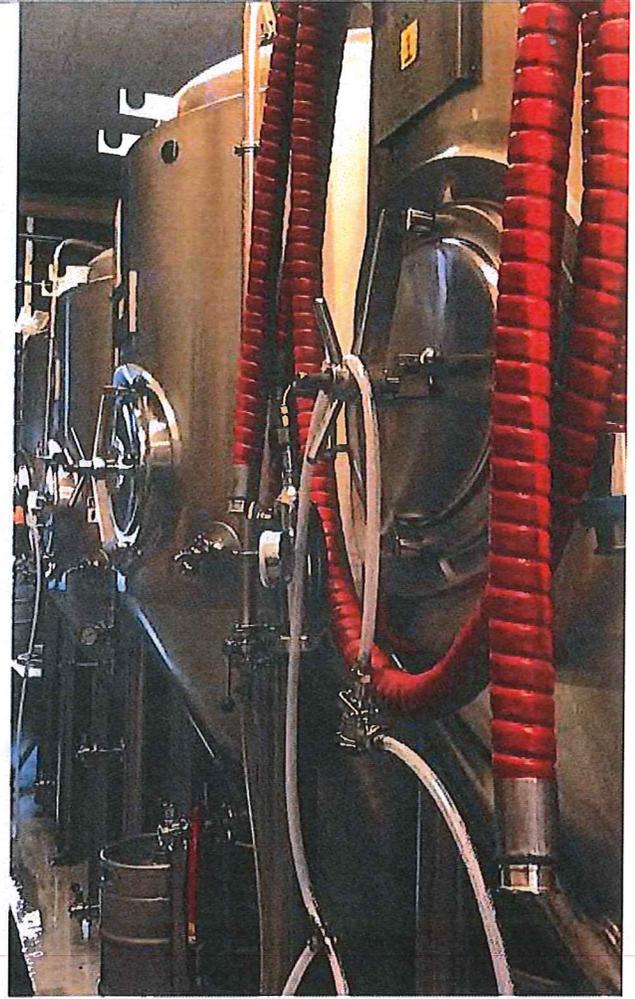
**BLUE TENT** IPA ABV 7.4% IBU 18

**Belgian-Style Dabbel** ABV 5.7% IBU 18

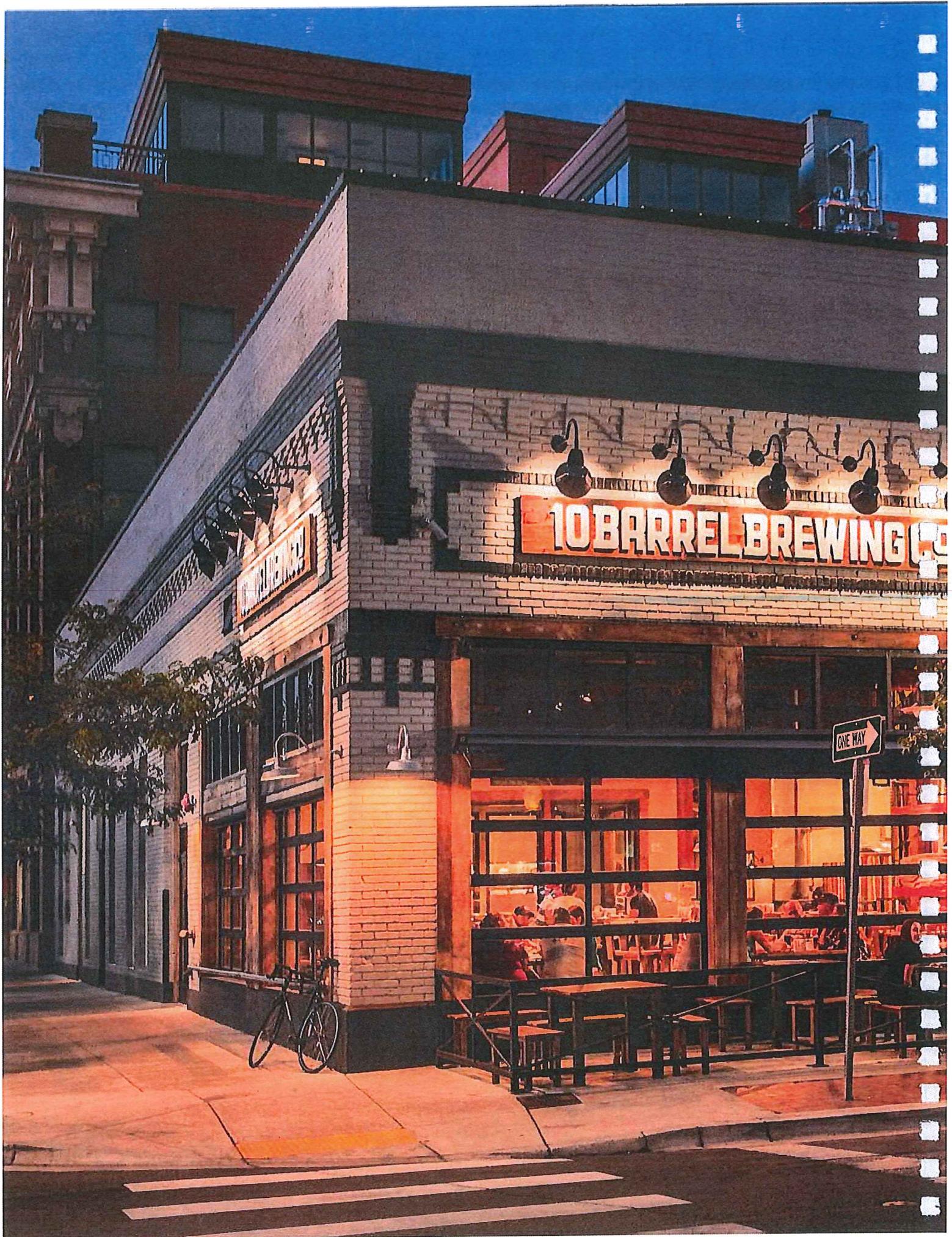
**BARREL AGED**

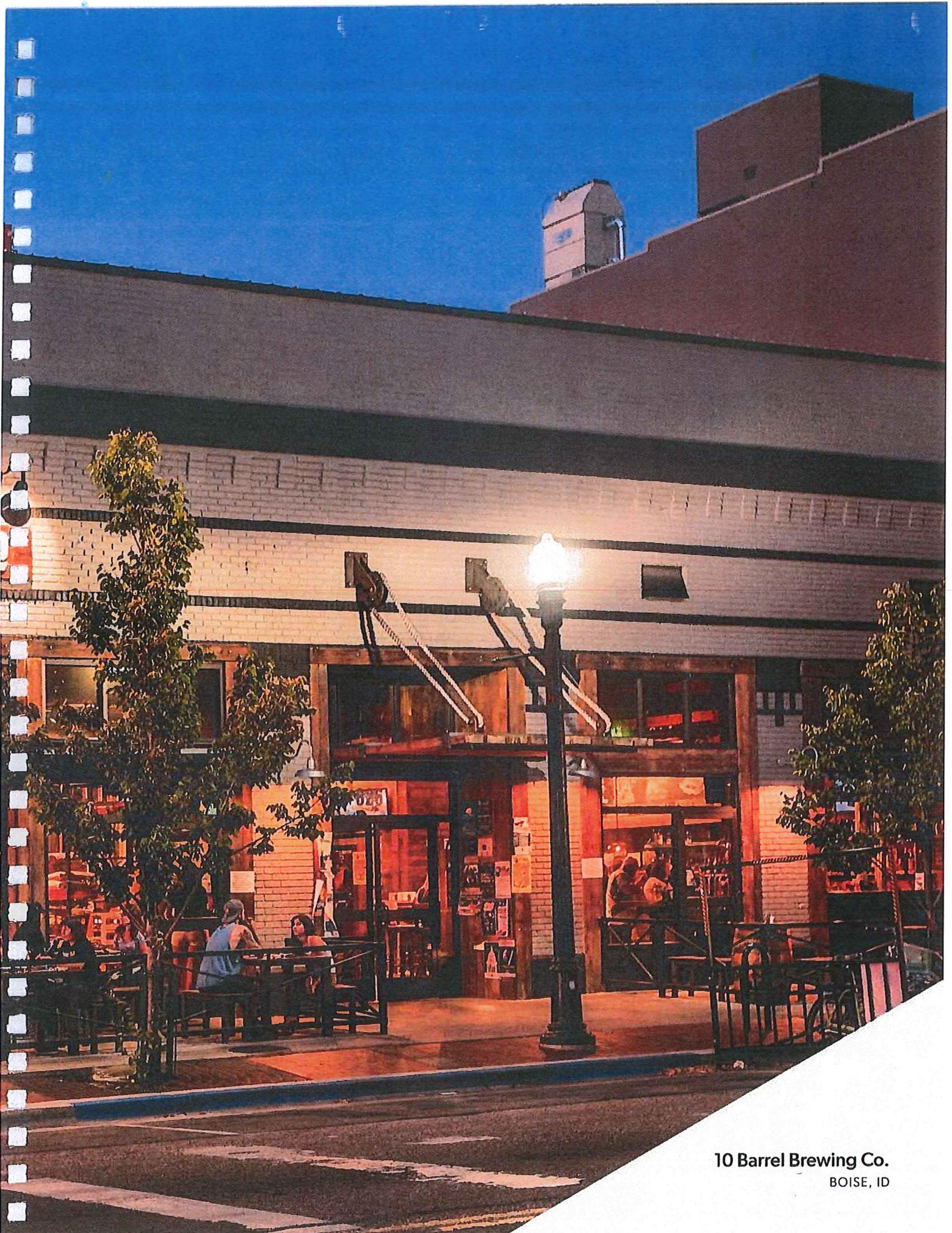
rotating cider.



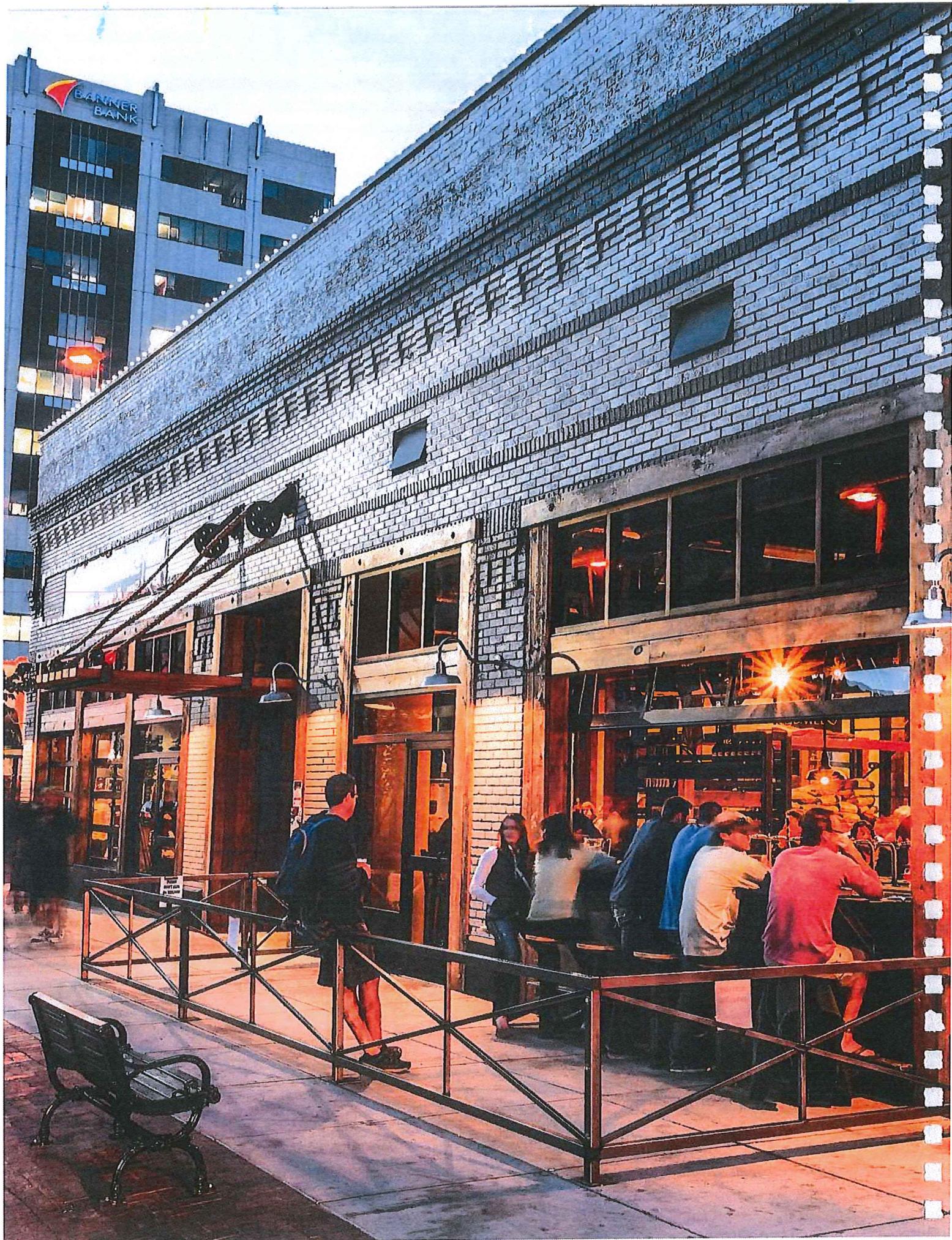


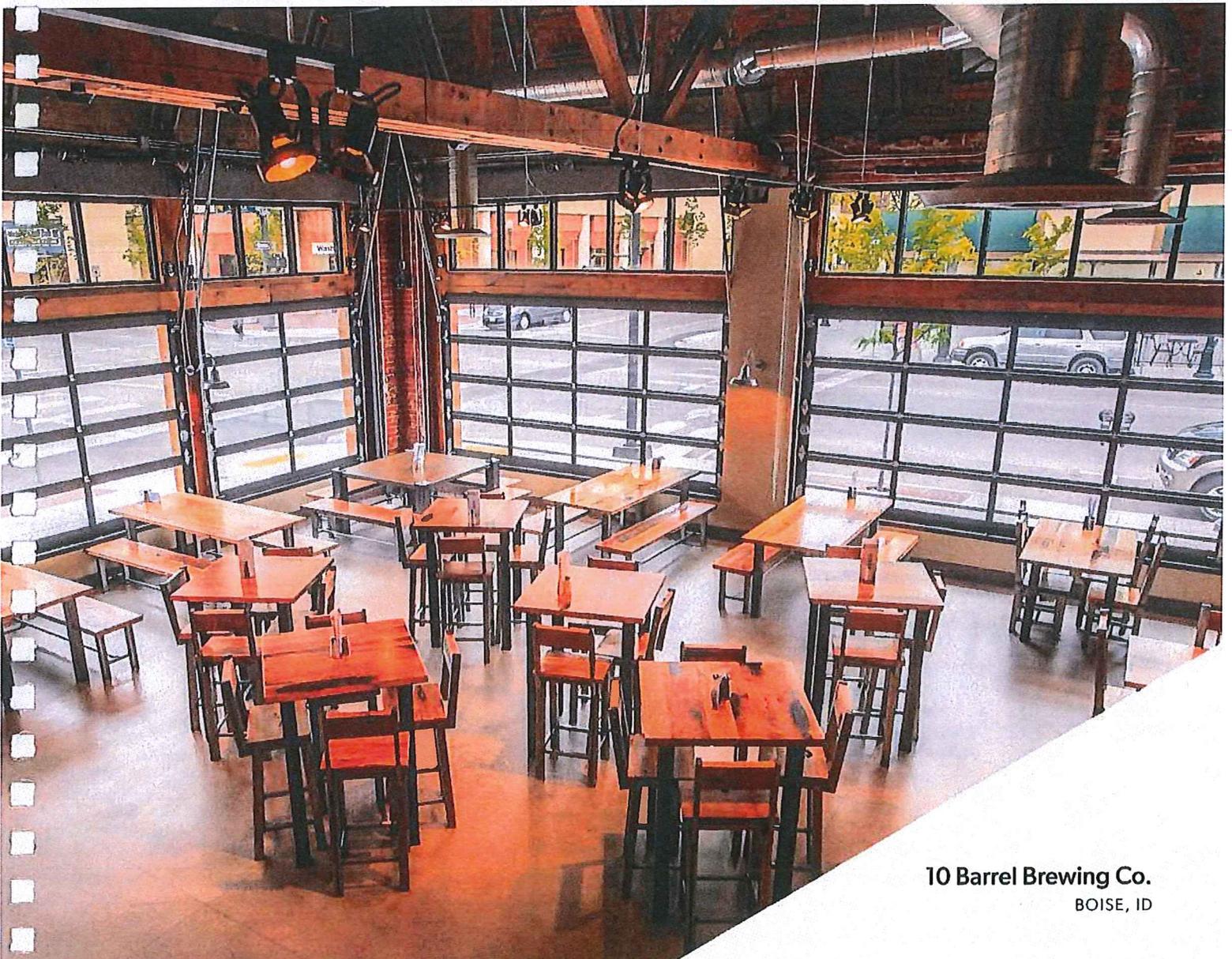
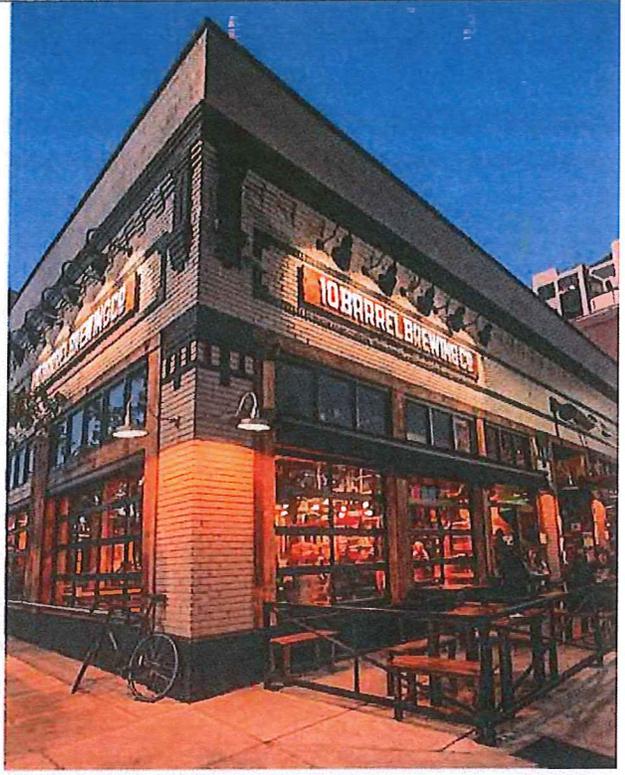
Side A Brewing  
LAGRANDE, OR



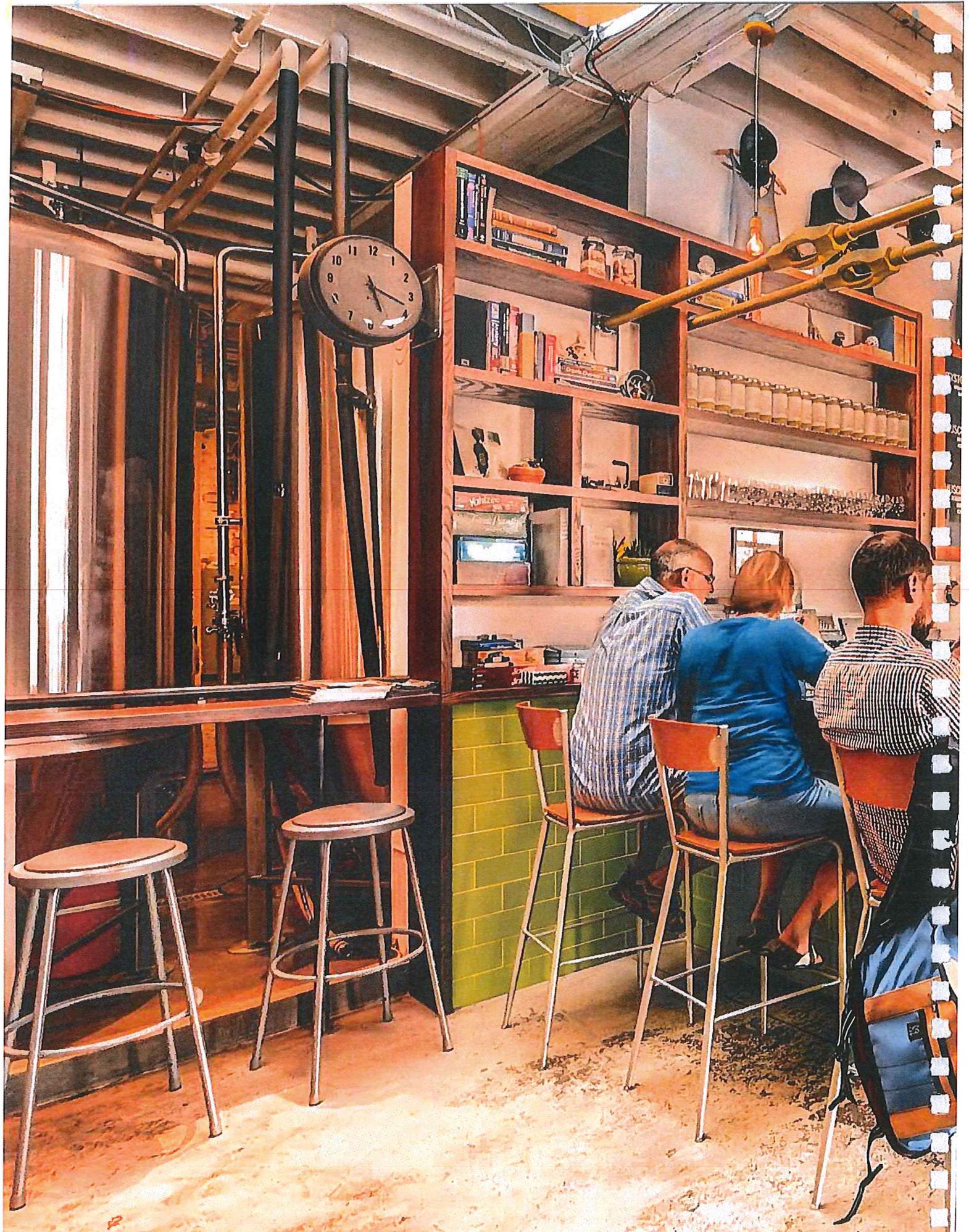


**10 Barrel Brewing Co.**  
BOISE, ID

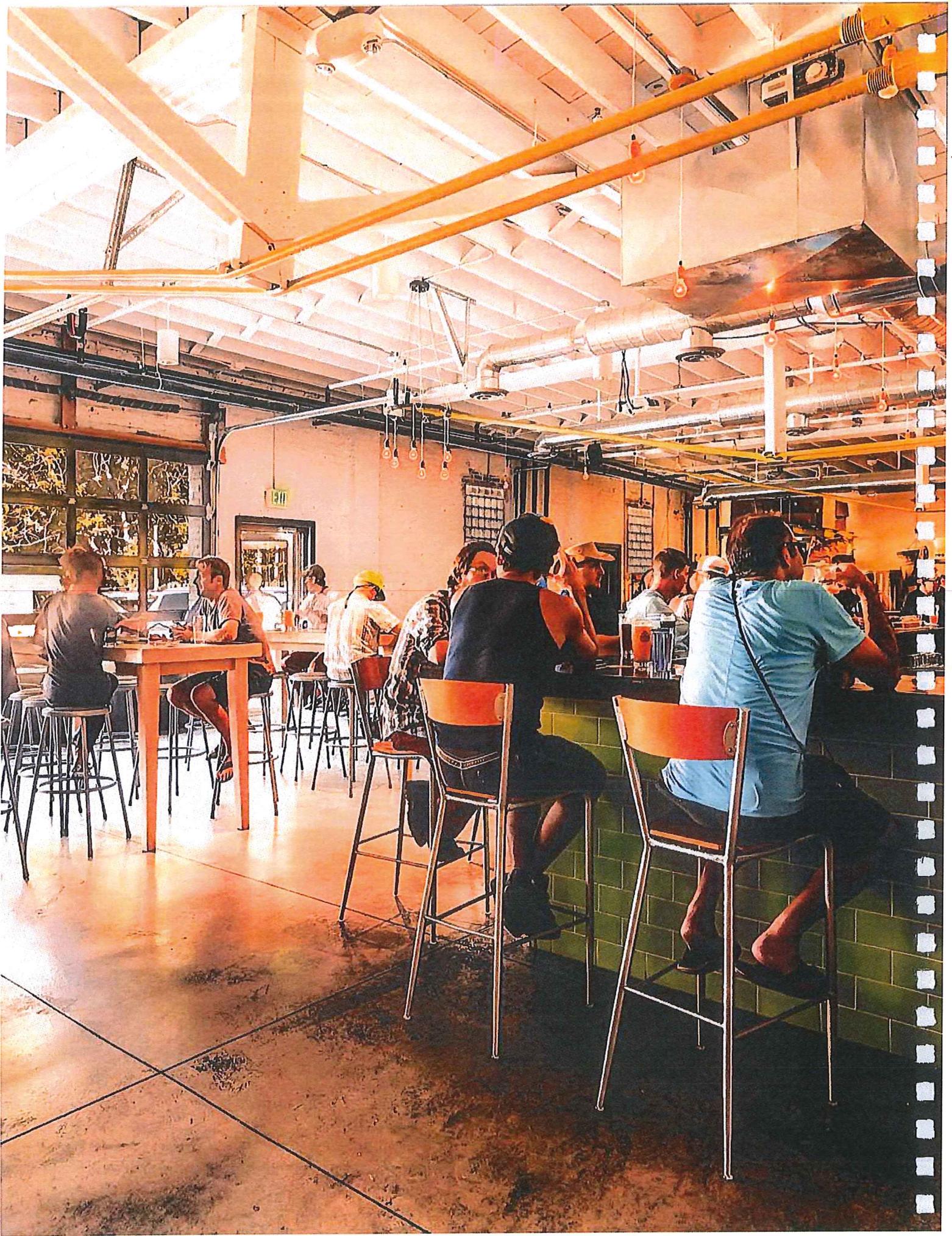




**10 Barrel Brewing Co.**  
BOISE, ID



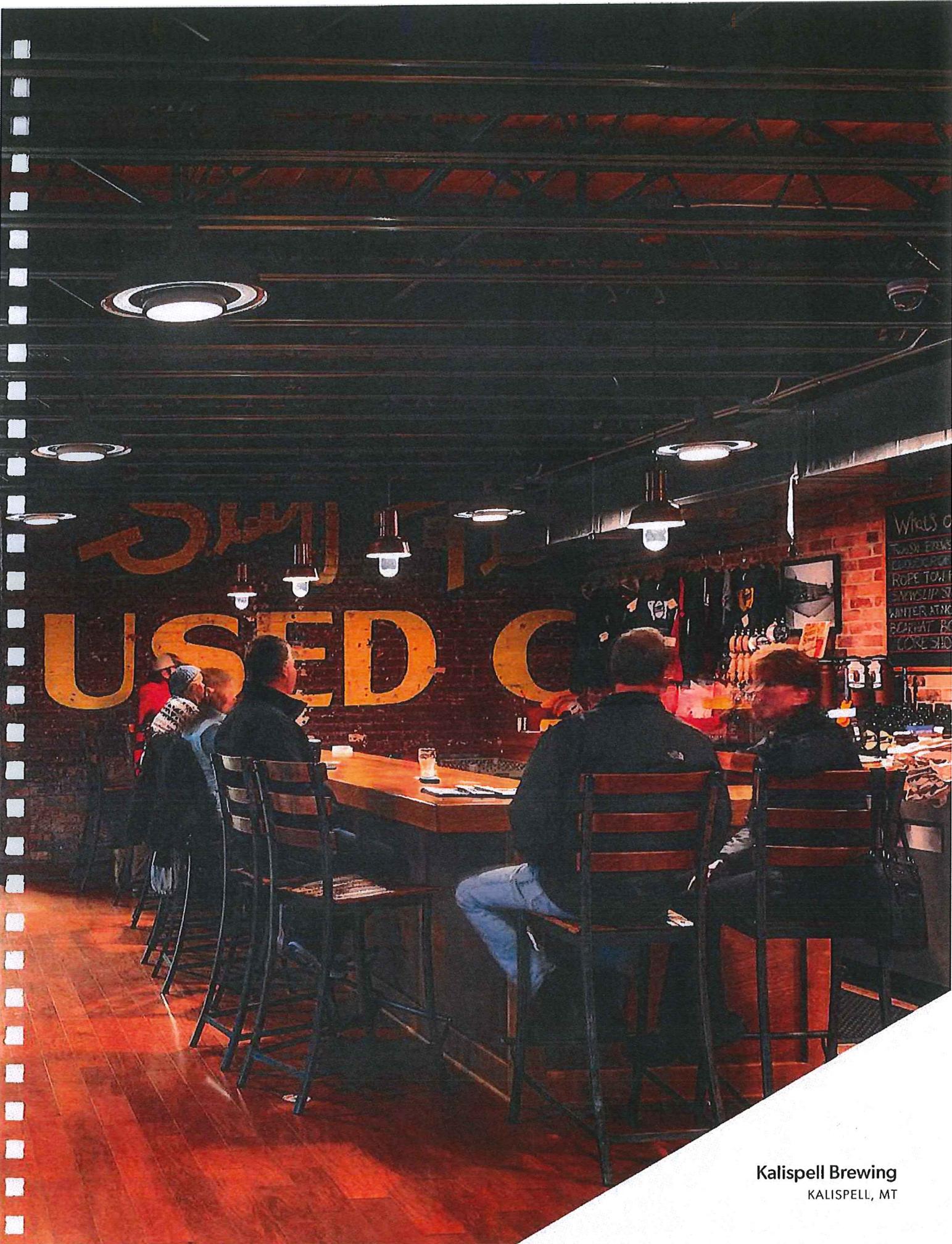




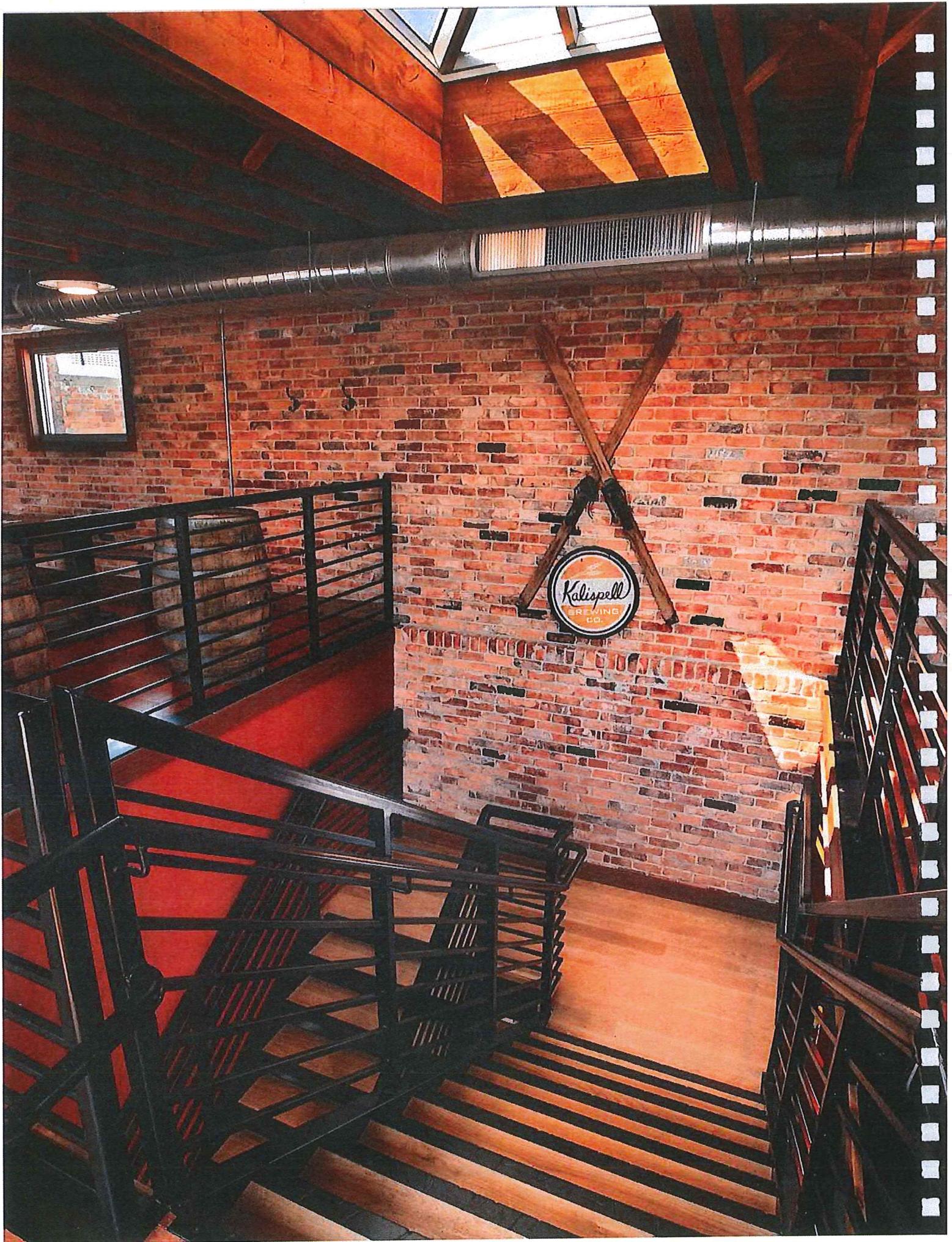


**Cerebral Brewing**  
DENVER, CO





**Kalispell Brewing**  
KALISPELL, MT





**Kalispell Brewing**  
KALISPELL, MT

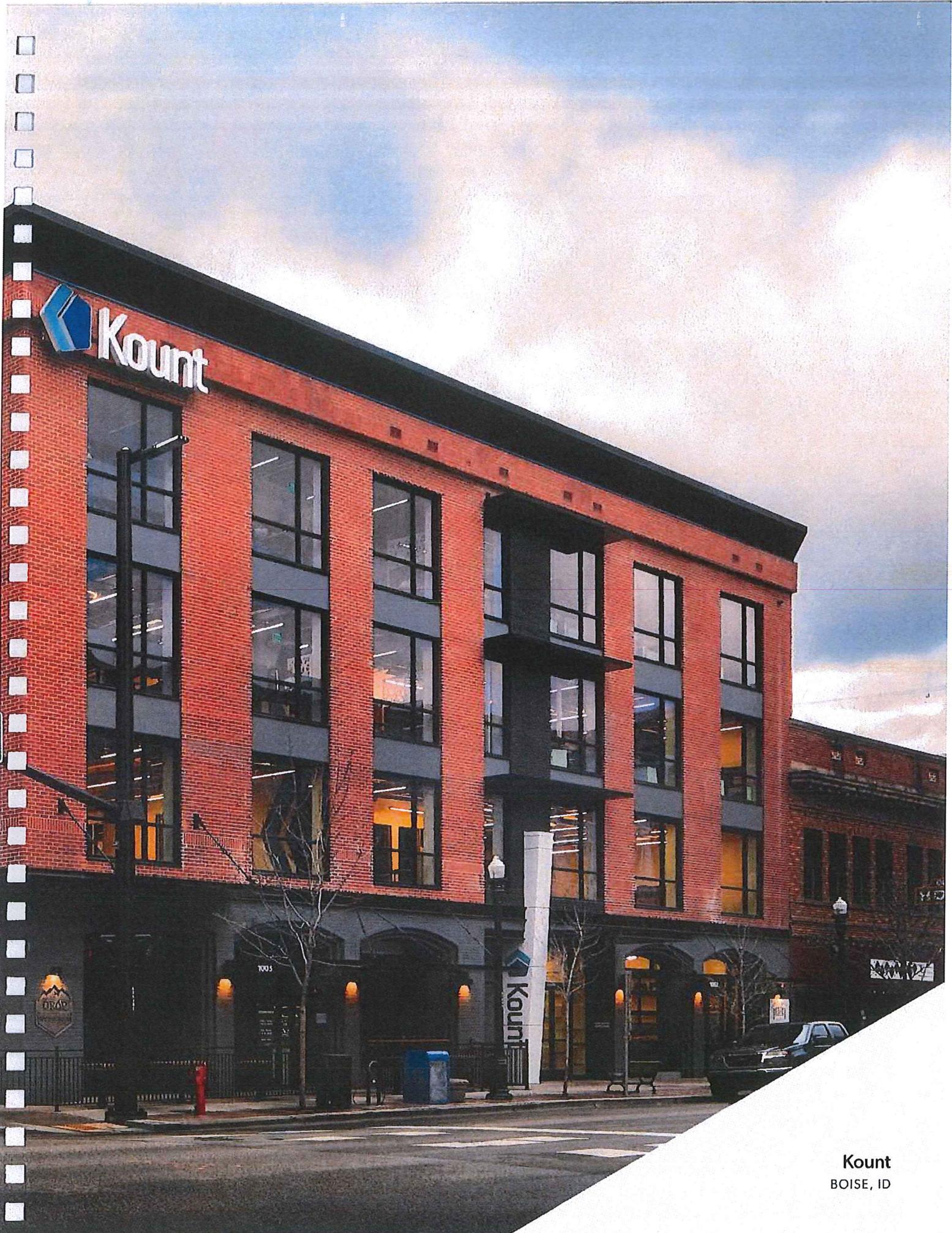


Kount

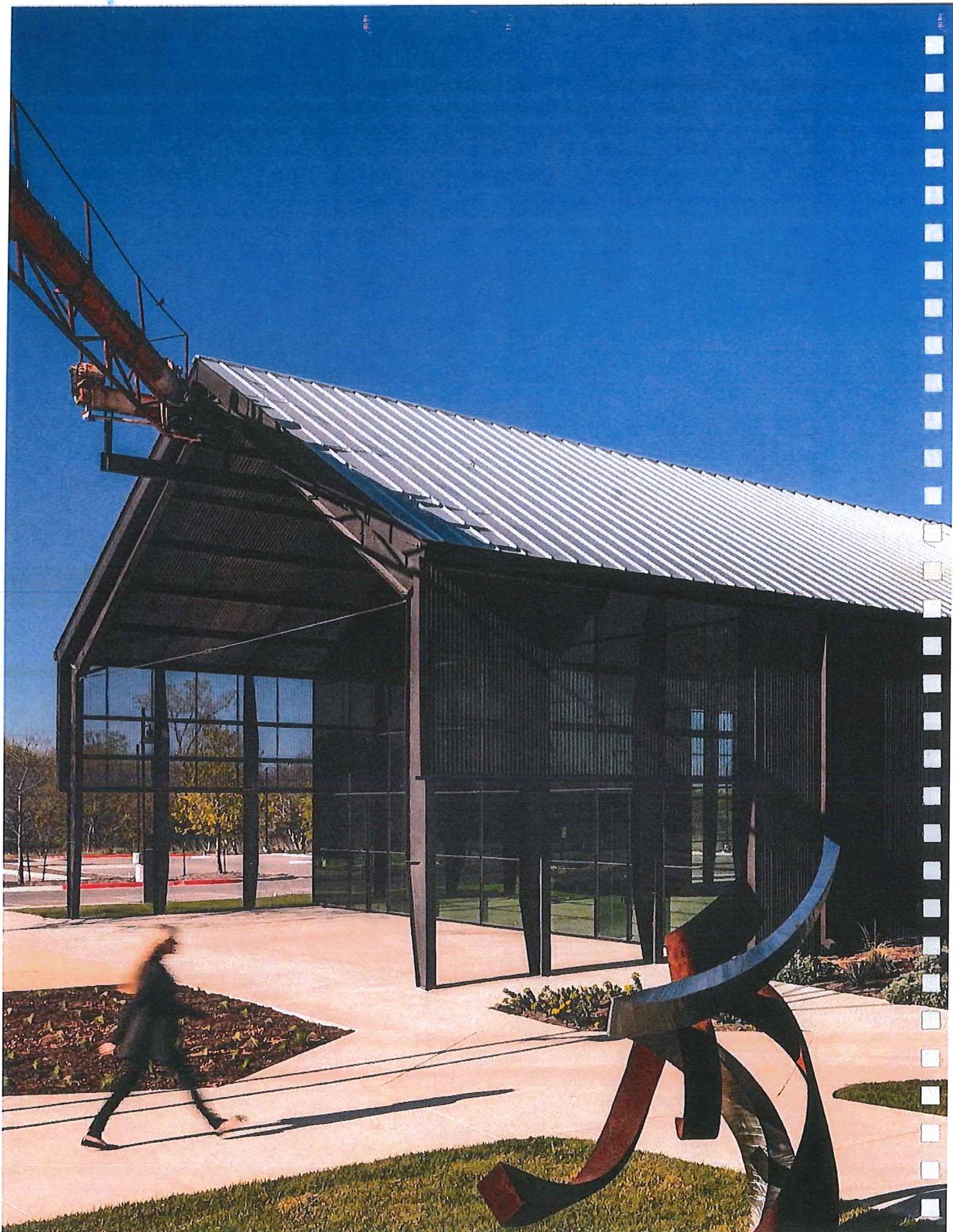
ONE WAY

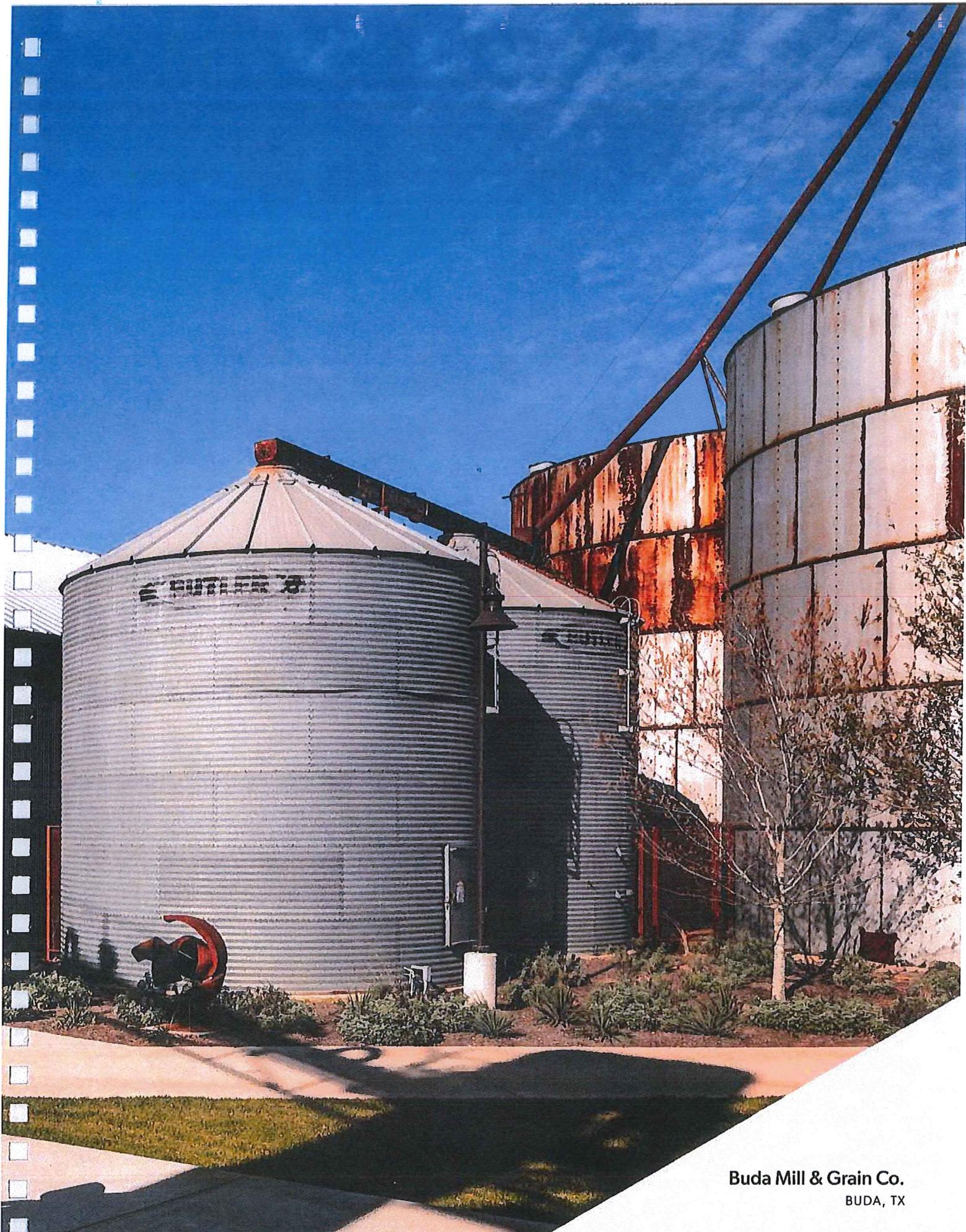
900 W Main St

DROP

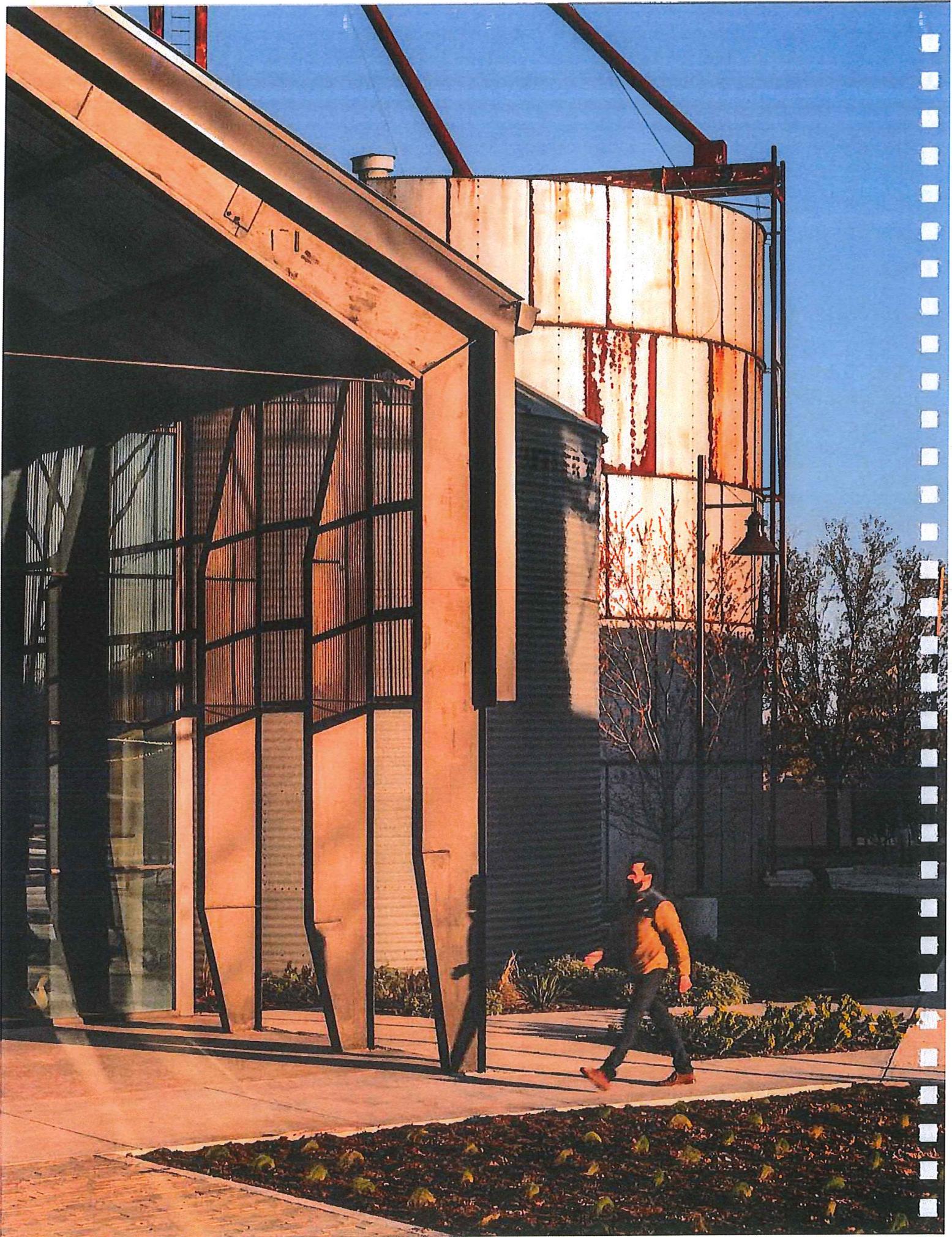


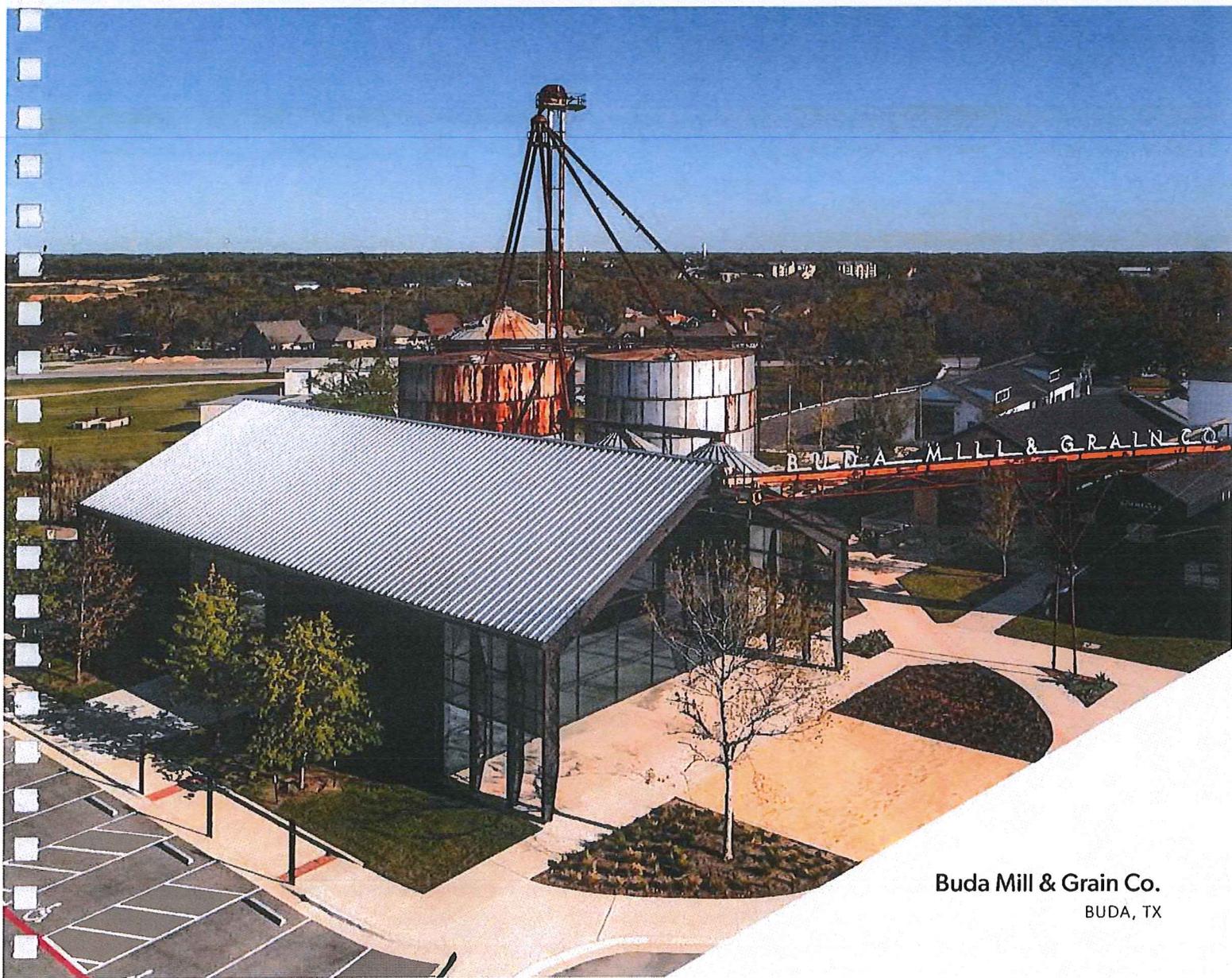
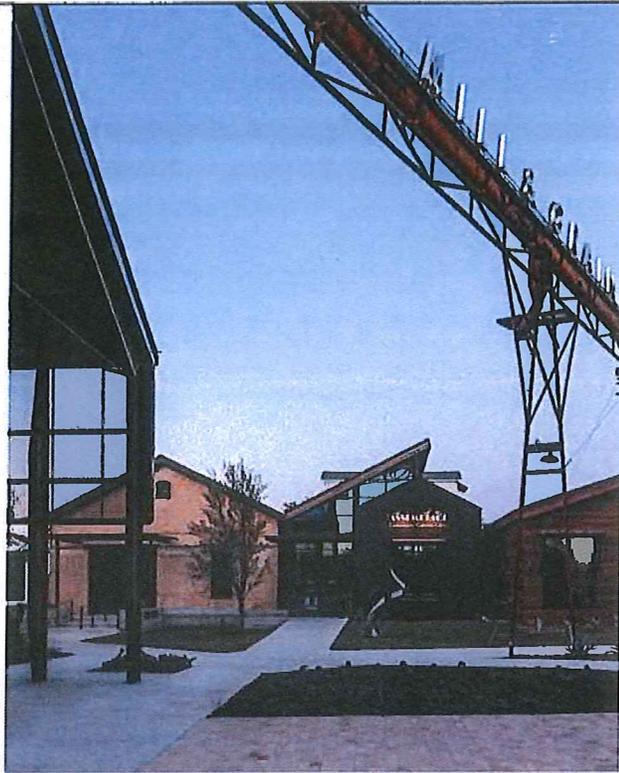
**Kount**  
BOISE, ID





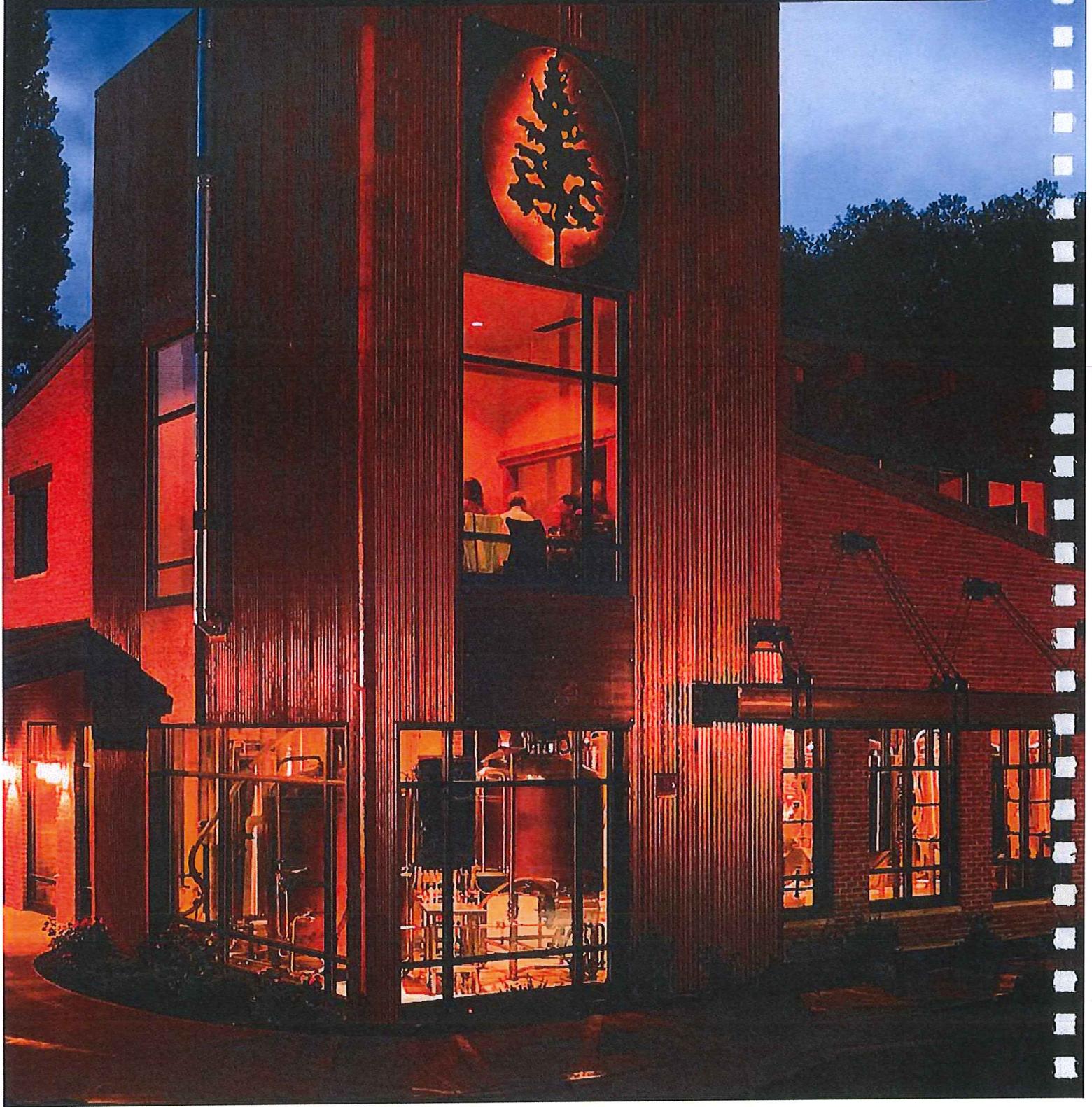
**Buda Mill & Grain Co.**  
BUDA, TX





**Buda Mill & Grain Co.**  
BUDA, TX

# Concept Plan / Design



Since 2017, Side A Brewing has maintained 43 living-wage jobs both in the production of craft beer and employment in the gastropub. Side A has an excellent reputation for high-quality food, service, and beer. This is demonstrated by our consistently high ratings of (4.5+/5) on social media and restaurant ratings sites. Leveraging this reputation for quality, Side A routinely finds itself featured in tourism and promotion materials for the La Grande region. The pub serves people both within La Grande and in surrounding areas, as many of our guests visit routinely from places like Seattle, Boise, Tri-Cities, Portland, and Salt Lake City, as evidenced by a comment card from a Salt Lake City guest who was referred by a Seattle-based friend.

Side A Brewing generates over \$1.5 million in revenue per year, which generates an additional \$1.8 million of indirect revenue for the local region, using a conservative multiplier of less than 2, which has enormous implications for tax revenue and additional job creation.

According to transactional data, 30-40% of our guests are from outside the La Grande area indicating Side A Brewing can also be considered a notable export, as new money from outside La Grande is coming into the city. It is well known that beer tourism is on the rise and has been for the past 15-20 years. Towns with craft breweries experience significant comparative advantages in drawing people off the freeway and into the downtown areas. Tourists in this category generally go on to support multiple local businesses, equating to a positive impact on the larger community.

The economic benefits to Caldwell would mirror many of those seen in La Grande, with the potential for a higher level of output. Since the population centers of

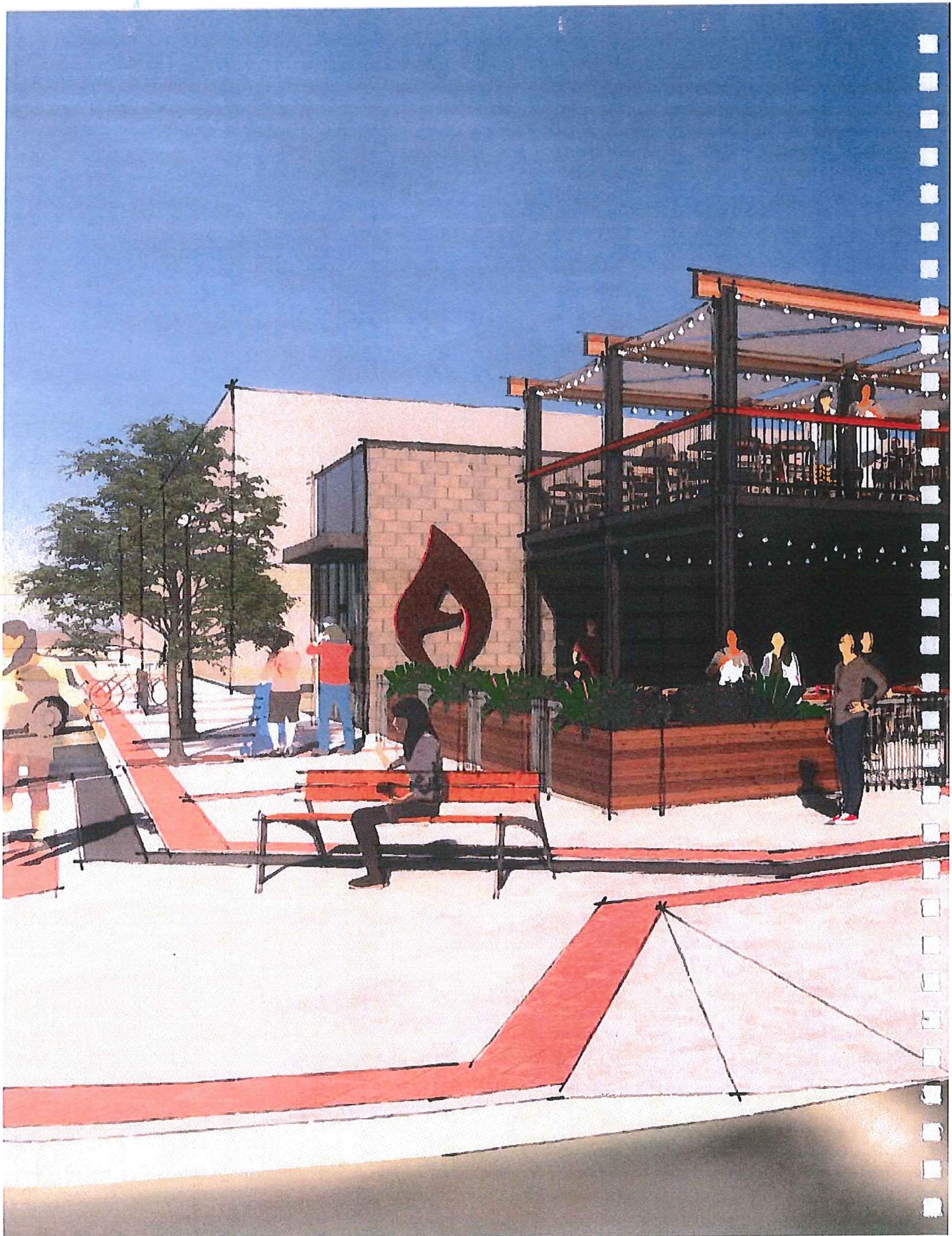
Boise, Nampa, and Meridian are growing rapidly and are located nearby, as is the College of Idaho, we expect Side A to have an immediate and significant economic impact on the Caldwell community,

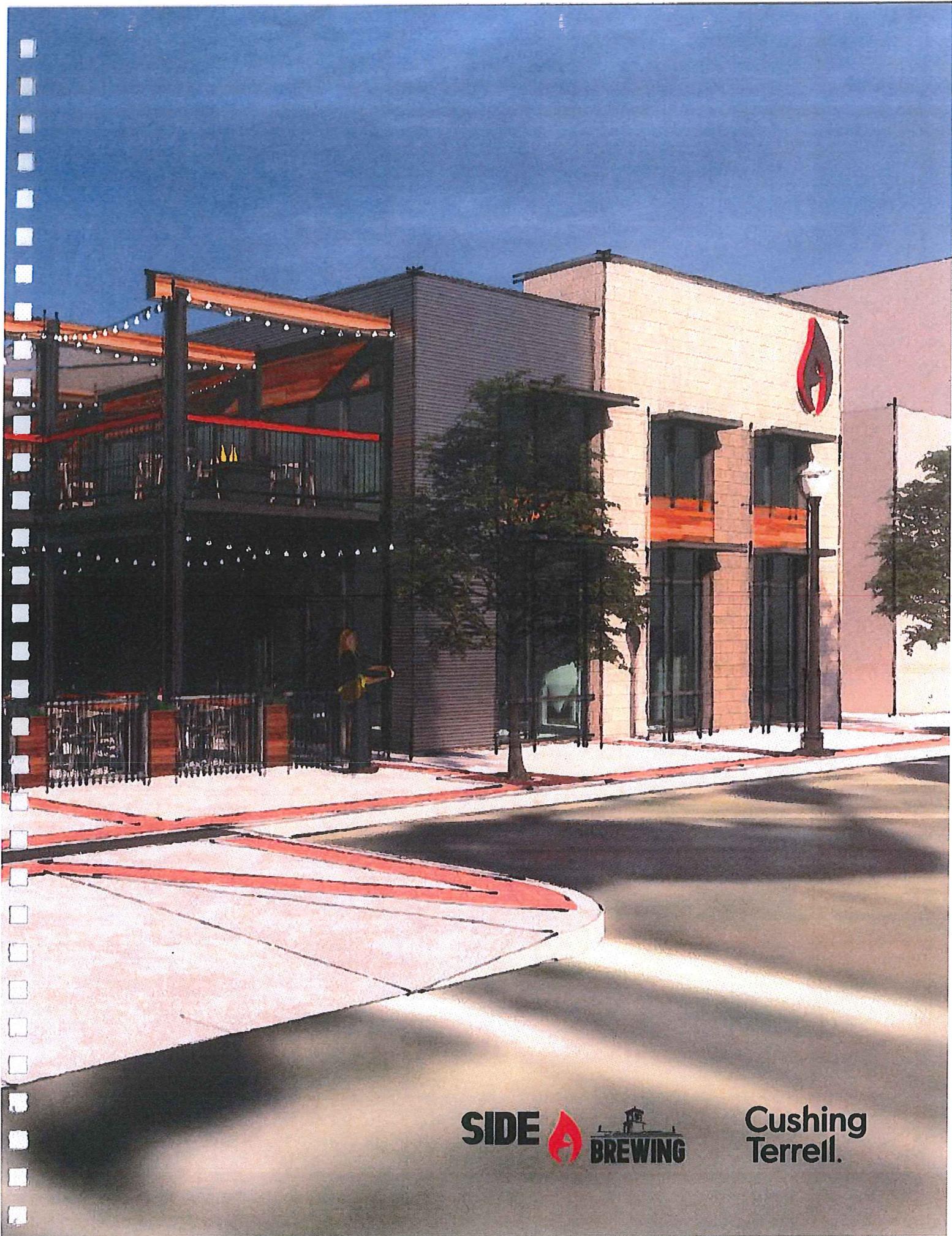
We will tailor our marketing strategy to the Caldwell community. Surveys indicate that the three most common ways that our guests hear about us include Google Searches for "brewpubs" or "breweries," Yelp searches, and freeway signs. Our efforts in Oregon have primarily leveraged freeway signage, drawing I-84 traffic into the brewery, but our social media, Google, Yelp, and Tripadvisor profiles are kept current and active. Our goal is to play an active role in driving traffic into downtown Caldwell.

Side A will serve as an events and community gathering space right in the heart of the downtown corridor. Caldwell has made significant gains in developing the Indian Creek Plaza area and Side A will offer a perfect complement to these efforts with both indoor and outdoor event, entertainment, and food and beverage spaces.

The City of Caldwell has impressed our team with their aggressive yet tasteful approach to economic development. Bringing families into downtown to enjoy the ice ribbon, the holiday lights, and the splash park, along with the many other activities throughout the year, is a perfect fit for a brewpub that enjoys catering to families and producing a locally-made product that the community can be proud of.

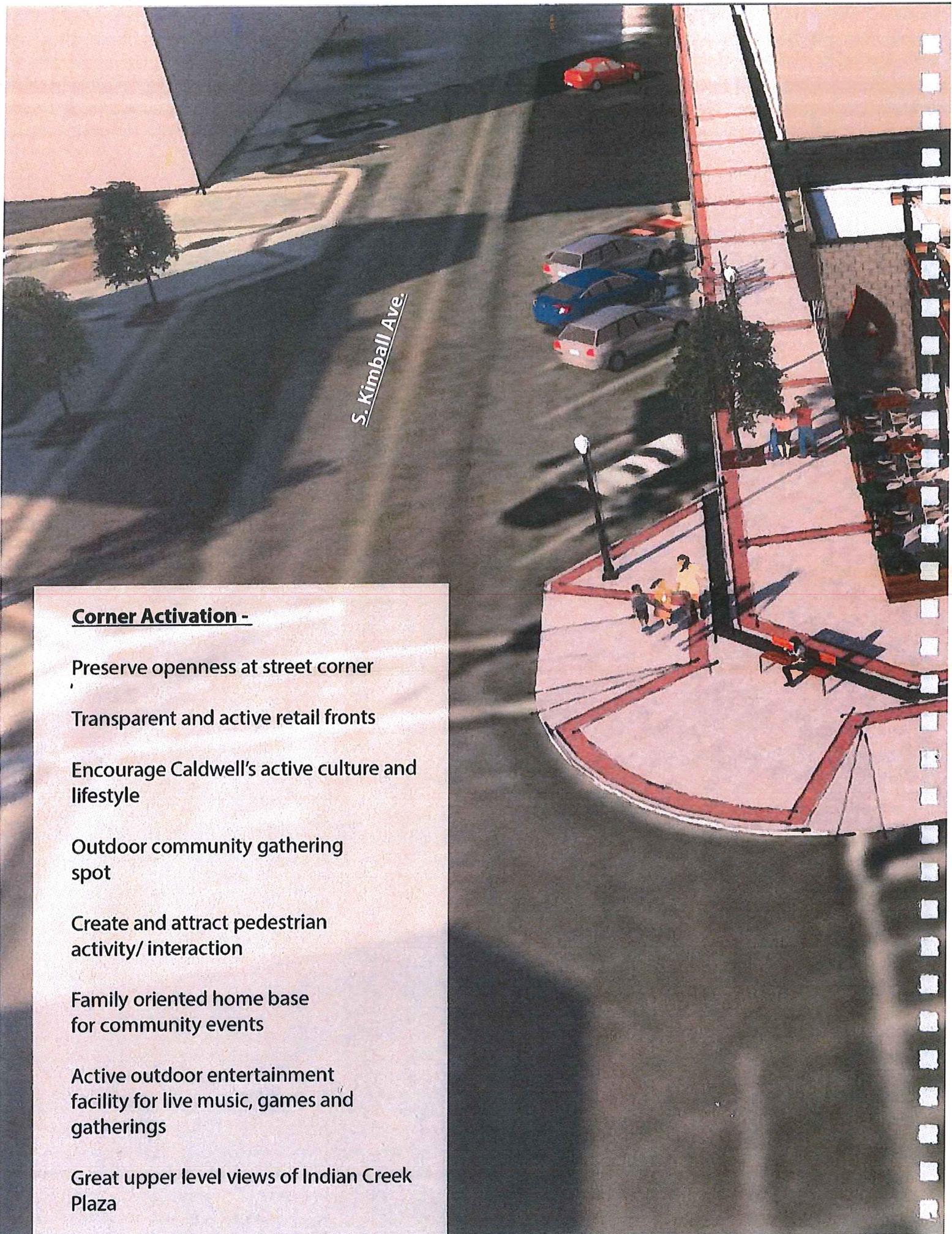
The amenities that Caldwell is providing for its community as it experiences growth and vitality are in line with Side A's vision for its future.





**SIDE**  **BREWING**

**Cushing  
Terrell.**



### **Corner Activation -**

Preserve openness at street corner

Transparent and active retail fronts

Encourage Caldwell's active culture and lifestyle

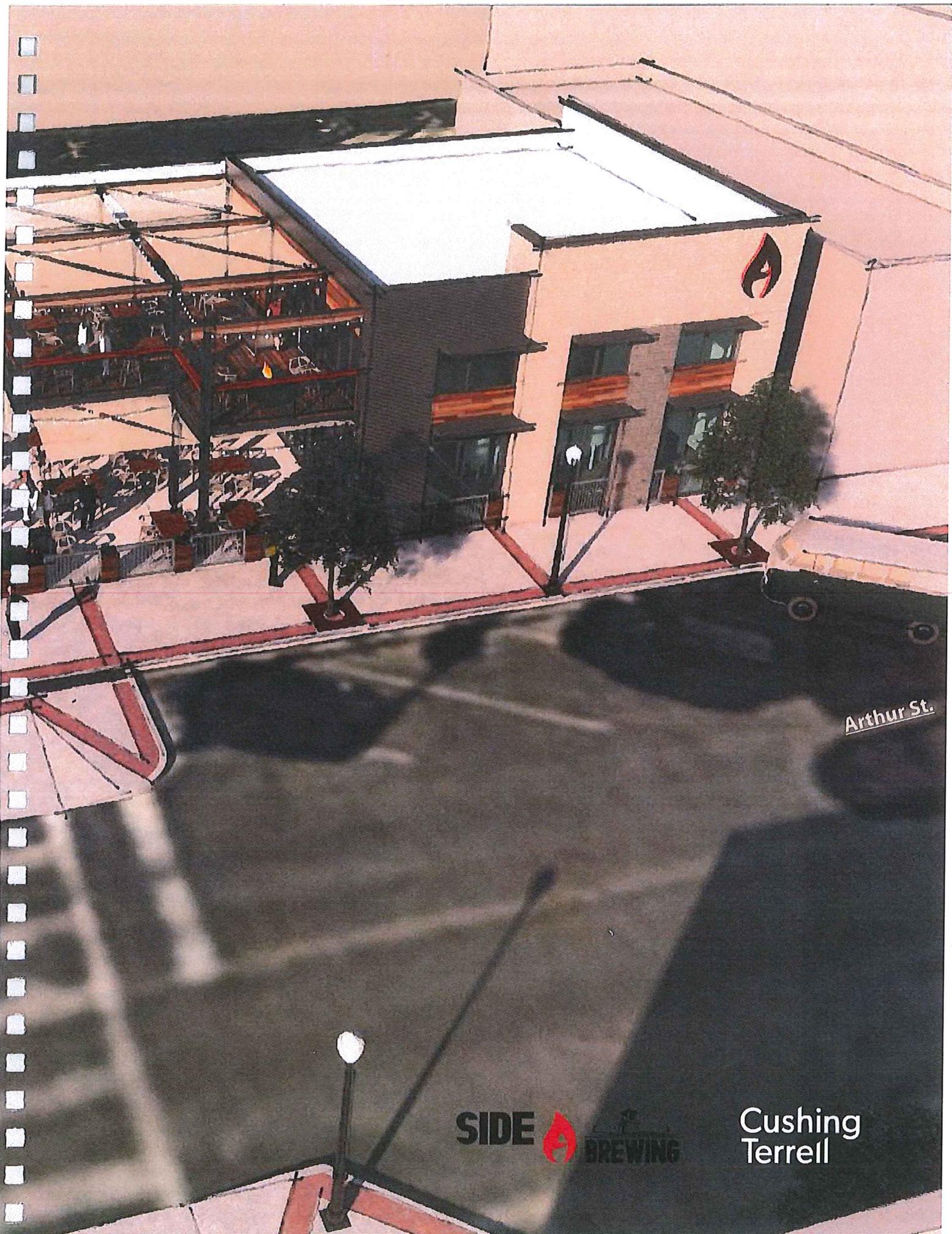
Outdoor community gathering spot

Create and attract pedestrian activity/ interaction

Family oriented home base for community events

Active outdoor entertainment facility for live music, games and gatherings

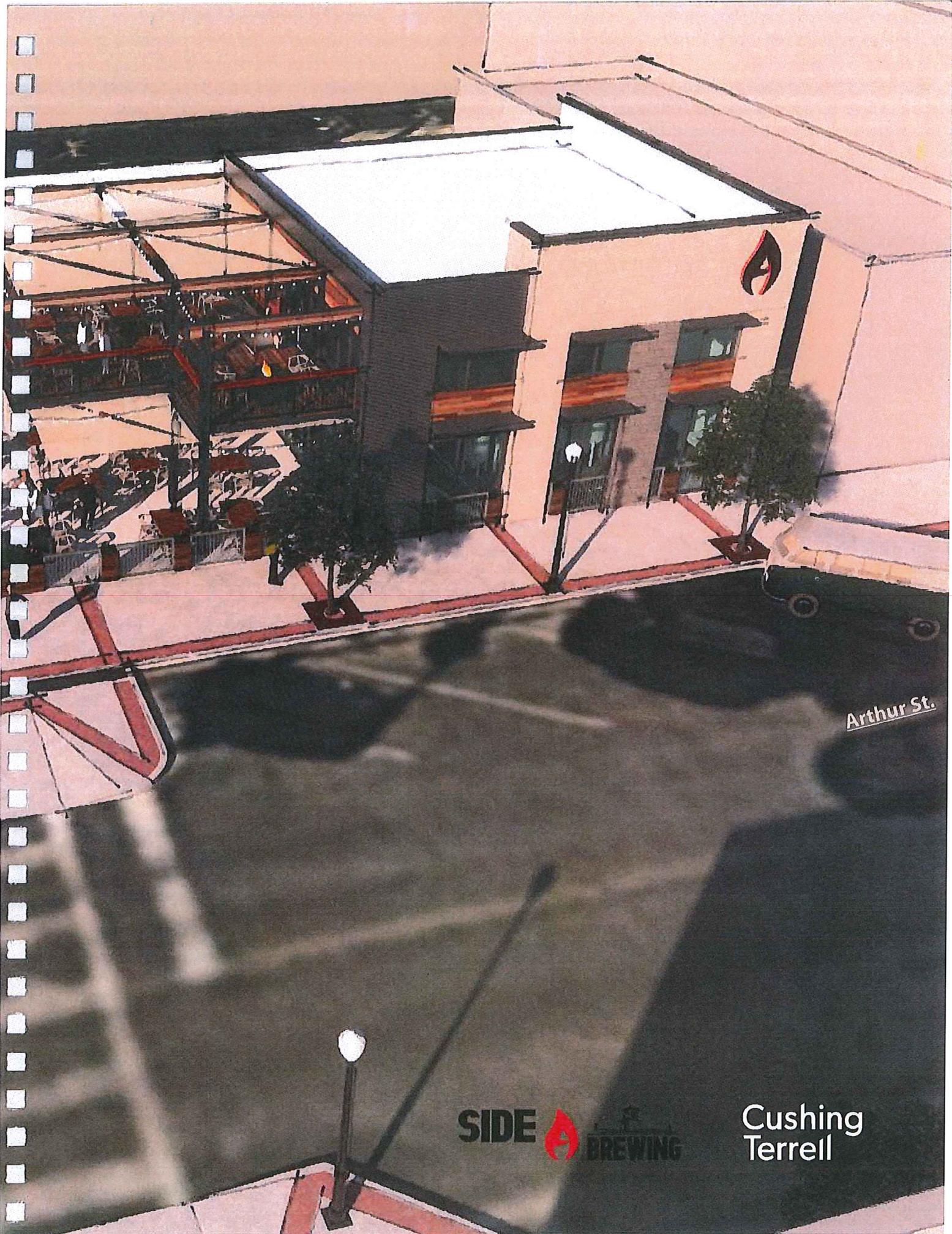
Great upper level views of Indian Creek Plaza



Arthur St.

**SIDE**  **BREWING**

**Cushing  
Terrell**



Arthur St.

**SIDE**  **BREWING**

**Cushing  
Terrell**

**Phased Approach - Phase 1:**

Short timeline to establish immediate presence in community and activate east edge of S. Kimball Ave.

Active street corner with events and gathering functions

Building addition to increase restroom capacity and storage to support increased occupant load of tasting room and outdoor patio spaces



Phase - 1



Arthur St.

**SIDE**  **BREWING**

**Cushing  
Terrell.**

# Development / Phasing Timeline

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The following represents the general plans Side A Brewing is proposing for the Arthur and Kimball RFP, "the property," including the former "Mr. C's" building, and the adjacent vacant land. The Side A plan will be a two phased approach where Side A will lease the property until the time at which Side A exercises the option to build a new structure during Phase II.

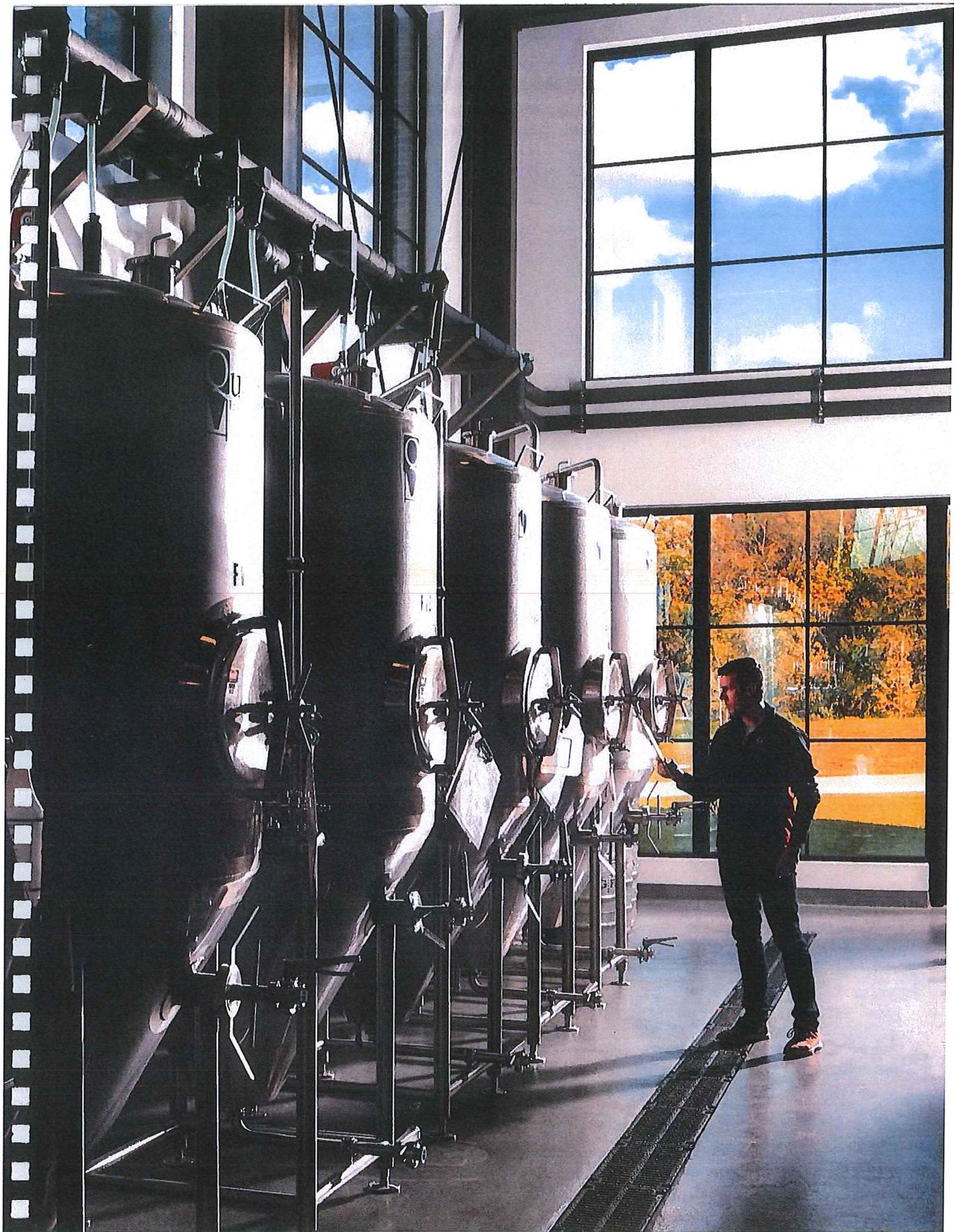
By utilizing two phases, Side A is able to quickly renovate the building into a thriving tap house and casual dining establishment with a dynamic patio. Phase I will bring life and activity to this corner of Arthur and Kimball. The goal is to open Phase I, tap house with food, by Fall of 2020. Side A will then operate in Phase I for one to four years. If year four ends and Side A is not ready to engage in Phase II, there will be a discussion with the property owner/City of Caldwell as to whether to extend or end the relationship.

## Phase I

The current Mr. C's building and the adjacent property is leased to Side A Brewing. Side A will utilize the Mr. C's building as an all-ages tap house with food. Part of the outdoor space will be used as a heated and lighted outdoor patio. The outdoor patio will offer a space for community gathering that will generate energy to complement the other three corners of the Arthur and Kimball intersection as well as the Indian Creek Plaza. The interior of the Mr. C's building will be designed to replicate much of Side A Brewing's brand, using similar color schemes, metalwork, and wood furniture to generate the noted "vibe" of Side A in La Grande.

## Phase II

The current Mr. C's building will be complemented by an energy-efficient upscale brewery. The goal of Side A Caldwell will be to cater to the local population as a community gathering space and to attract visitors from outside the region, further enhancing the Indian Creek Plaza usage and adjacent businesses. The goal will be to produce beer/cider in this space, giving Caldwell an exportable commodity and a memorable guest experience. This phase of development will maintain the goal of further activation and development in the downtown area, as the local business grows.





3 Depot Street, La Grande, OR 97850

(888) 575-0264

To whom it may concern:

On behalf of Old West Federal Credit Union, I am pleased to offer this letter in support of Side A Brewing's proposal for the City of Caldwell. Old West has had the privilege of working with Side A Brewing since their inception in 2016 and we played a significant roll in assisting them with start-up financing.

The leadership at Side A is excellent; the combination of Scott, Travis and Nick makes for a great team. Their respective strengths come together in a way that produces a dynamic combination.

Old West has assisted Side A with 5+ loans with total borrowings in the range of \$100,000 to \$300,000. All loans have an excellent repayment history with all accounts having been paid as agreed.

Having been their lender from day one – I have a unique perspective. I believe they have delivered on their promises and I have watched them operate successfully in La Grande for 3 years. I have confidence that this next venture will also perform in a manner beyond their forecasts. My experience is that they make conservative estimates and exceed expectations both financially and in service delivery. They have a strong business model with an excellent reputation and loyal following in the local community.

Old West knows the strength of their business and looks forward to assisting them with this opportunity. We expect future financing to be in the range of \$500,000 to \$750,000 for the Caldwell facility. Side A Brewing has an excellent operation and Old West is excited for the opportunity to assist them with their growth and expansion.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew Goodwin".

Matthew Goodwin  
Senior Vice President  
Commercial Lending

(541) 605-2617

[mgoodwin@oldwestfcu.org](mailto:mgoodwin@oldwestfcu.org)

[www.oldwestfcu.org](http://www.oldwestfcu.org)

F H N H S

H W D

A

N H S



# thank you.



1219 Washington Ave.  
La Grange, OR 97850  
541.550.0142

[sidebeer.com](http://sidebeer.com)

Cushing  
Terrell

800 West Main Street | Suite 800  
Boise, ID 83702  
208.336.4900

[cushingterrell.com](http://cushingterrell.com)

**RESOLUTION NO. 2020-**

**A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF CALDWELL, IDAHO APPROVING THE BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020.**

THIS RESOLUTION is made on the date hereinafter set forth by the Urban Renewal Agency of the City of Caldwell, Idaho an independent public body corporate and politic, authorized under the authority of the Idaho Urban Renewal Agency Law of 1965, as amended, Chapter 20, Title 50, Idaho Code, a duly created and functioning Urban Renewal Agency for Caldwell, Idaho, hereinafter referred to as the "Agency;" and

WHEREAS, pursuant to Idaho Code §50-1002, the Caldwell Urban Renewal Agency held a public hearing on August 10, 2020 for consideration of the FY-2021 budget; and

WHEREAS, the FY-2021 budget amounts to \$20,240,835 (Revenue to meet Expenditures);

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF CALDWELL, IDAHO:

Section 1. To approve the FY-2021 Budget for the fiscal year beginning October 1, 2020, a copy of which is attached as **Exhibit A** and incorporated by this reference.

ADOPTED AND APPROVED THIS 10<sup>th</sup> day of August 2020.

\_\_\_\_\_  
CHAIRMAN

ATTEST:

\_\_\_\_\_  
SECRETARY

Notice of Public Hearing  
Proposed Budget for Fiscal Year October 2020 - September 21 (FY-2021)  
Urban Renewal Agency of the City of Caldwell Idaho

A public hearing, pursuant to Idaho Code 50-1002, for consideration of the proposed budget for the fiscal year that begins October 1, 2020, and ends September 30, 2021, will be held in the Community Meeting Room, in the Caldwell Police Station 110 5th Ave., Caldwell, Idaho, at 7:00 p.m. on August 10, 2020. Comments, written or otherwise, about the proposed budget are welcome. Copies of the proposed FY-2021 Urban Renewal Budget (in detail) are available at City Hall from 8:00 a.m. to 5:00 p.m. weekdays. City Hall is accessible to persons with disabilities. Anyone desiring accommodations for disabilities related to the budget documents or to the hearing, please contact the Office of the City Clerk, (208) 455-3000, at least 48 hours prior to the public hearing.

FUND	FY 2018 Actual Expenditures	FY 2019 Actual Expenditures	FY 2020 Budget Expenditures	FY 2021 Proposed Expenditures
General Fund	\$ 12,213,673	\$ 6,423,528	\$ 8,418,663	\$ 20,240,835
FUND	FY 2018 Actual Non- Tax Increment Revenue	FY 2019 Actual Non- Tax Increment Revenue	FY 2020 Budget Non- Tax Increment Revenue	FY 2021 Proposed Non- Tax Increment Revenue
General Fund	\$ 9,510,555	\$ 2,200,478	\$ 115,705	\$ 778,480
FUND	FY 2018 Actual Tax Increment Revenue	FY 2019 Actual Tax Increment Revenue	FY 2020 Budget Tax Increment Revenue	FY 2021 Proposed Tax Increment Revenue
General Fund	\$ 7,864,839	\$ 8,984,217	\$ 8,584,965	\$ 10,253,693
TOTAL All Revenue	<u>17,375,394</u>	<u>11,184,695</u>	<u>8,700,670</u>	<u>11,032,173</u>
* Use of Fund Balance, R.E. or Balance Sheet Changes	5,161,721	4,761,167	282,007	(9,208,662)
Revenue to meet Expenditures	<u>\$ 12,213,673</u>	<u>\$ 6,423,528</u>	<u>\$ 8,418,663</u>	<u>\$ 20,240,835</u>

I,Debbie Geyer, City Clerk of the City of Caldwell, Idaho, do hereby certify that the above is a true and correct statement of the proposed expenditures and revenues for fiscal year 2021, all of which have been tentatively approved and entered at length in the Minutes of the Agency. I further certify that the Urban Renewal Agency of the City of Caldwell, Idaho, did give notice for said hearing with notice having been published twice at least seven days apart prior to the adoption of the budget by the Board of Commissioners. Citizens are invited to attend the budget hearing on August 10, 2020, at 7:00 p.m. and have the right to provide written or oral comments concerning the entire budget. A copy of the proposed Urban Renewal Agency budget (in detail) is available at City Hall for inspection during regular office hours, 8 a.m. to 5 p.m.

**RESOLUTION NO. 2020-\_\_\_\_\_**

**A RESOLUTION OF THE CALDWELL URBAN RENEWAL AGENCY  
AUTHORIZING THE SALE OF IRRIGATION EQUIPMENT FROM THE CALDWELL  
URBAN RENEWAL AGENCY FOR DISPOSITION AT PUBLIC AUCTION.**

**BE IT HEREBY RESOLVED** by the Caldwell Urban Renewal Agency authorizes the sale of 1,360 feet of 12" gated pipe associated with the BVA Project along Hwy. 20/26 completed in 2020;

**AND BE IT FURTHER RESOLVED** that the purchase price of said pipe was \$5.05 per linear feet and today's value would be deemed as 50% of the purchase price (\$2.52 per linear feet) or a total of \$3,427.20.

**PASSED BY THE CALDWELL URBAN RENEWAL AGENCY** this 10<sup>th</sup> day of August, 2020.

**APPROVED BY THE CHAIRMAN OF THE URBAN RENEWAL AGENCY OF THE  
CITY OF CALDWELL** on this 10<sup>th</sup> day of August, 2020.

APPROVED:

\_\_\_\_\_  
CHAIRMAN

ATTEST:

\_\_\_\_\_  
SECRETARY



PIPECO NAMPA  
 1504 GARRITY BLVD  
 NAMPA ID 83687  
 208-466-8916 Fax 208-466-8917  
 www.pipecoidaho.com

# INVOICE

INVOICE DATE	INVOICE NUMBER
03/12/20	S3632363.001
PLEASE REMIT PAYMENT TO:	
PIPECO 5805 EAST 39TH AVE DENVER CO 80207	

1422 1 AB 0.419 E0056X I0101 05944755301 S2 P7221491 0001:0001

SHIP TO:



CITY OF CALDWELL  
 PO BOX 1179  
 CALDWELL ID 83606-1179

CITY OF CALDWELL  
 P.O. BOX 1179  
 CALDWELL ID 83606

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON		
15944	705962		HOUSE ACCOUNT - NAMPA		
WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE	
CESAR OCHOA	OT OUR-TRUCK	Net Due 30 Days	03/12/20	03/12/20	
DESCRIPTION		ORDER QTY	SHIP QTY	NET PRC	EXT PRC
PQ12030130K PIPE 12" GATED-30" SPACING		2460ft	2460ft	5.050	12423.00
RG-W GATED PIPE GATE INSTALLATION TOOL		4ea	4ea	5.000	20.00

**PAYMENT AUTHORIZATION**  
 Supervisor Signature: *[Signature]*  
 Division Account #: 01817120-63720  
 Project #: 50001101 - NR SMEEDI  
 Amount to Pay: 912,443.00  
 Date approved:  
 Project Description: 12" GATED PIPE

**FREE E-MAIL INVOICING NOW AVAILABLE!**  
 E-mail is fast and reliable. Invoices are sent by e-mail daily.  
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Invoice is due by 04/11/20.

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Web Enrollment Token: VRM ZRH XMV  
<http://dbcirrigation.billtrust.com>

Purchaser agrees to pay a 1.5% per month finance charge plus all costs of collection, including but not limited to reasonable attorneys fees, on any past due accounts.

*[Signature]* 3/12/20  
 Signature Date  
 W. Lancaster 3/12/20  
 Printed Name # Items

SUBTOTAL	12443.00
S&H CHGS	
SALES TAX	0.00
<b>AMOUNT DUE</b>	<b>12443.00</b>

PIPECO NAMPA  
 1504 GARRITY BLVD  
 NAMPA ID 83687  
 208-466-8916 Fax 208-466-8917

Invoice

INVOICE DATE	INVOICE NUMBER
03/17/20	S3635516.001
REMIT TO: PIPECO 5805 EAST 39TH AVE DRIVER CO 80207	PAGE NO. 1 of 1

BILL TO:  
 CITY OF CALDWELL  
 P.O. BOX 1179  
 CALDWELL, ID 83606

SHIP TO:  
 CITY OF CALDWELL  
 P.O. BOX 1179  
 CALDWELL, ID 83606

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON		
15944	705964		HOUSE ACCOUNT - NAMP		
WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE	
CESAR OCHOA	OT OUR-TRUCK	Net Due 30 Days	03/17/20	03/17/20	
DESCRIPTION	ORDER QTY	SHIP QTY	Net Prc	Ext Prc	
1156012 PLUG 12" GATED END	2	2	38.016	76.03	
GTDFXGATE08 GATE 8" 10" 12" GATED COMPLETE	10	10	1.262	12.62	
<p>PAYMENT AUTHORIZATION</p> <p>Prep. By: Signature: <i>Johnny</i></p> <p>Order # Account #: <u>01817120-63220</u></p> <p>Page # <u>50001101-UR SWEET</u></p> <p>Amount to Pay: <u>488.65</u></p> <p>Order approved:</p> <p>Product Description: <u>12" GATED PLUGS</u></p>					
THANK YOU FOR YOUR BUSINESS!					

Invoice is due by 04/16/20.

All claims for shortage or errors must be made at once. Returns require written authorization and are subject to handling charges. Special orders are non-returnable. Past due invoices may be subject to a late charge. Thank You for your Business

Subtotal	88.65
S&H CHGS	0.00
Sales Tax	0.00
<b>Amount Due</b>	<b>88.65</b>

\*\* Reprint \*\* Reprint \*\* Reprint \*\*



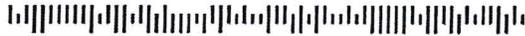
PIPECO NAMPA  
 1504 GARRITY BLVD  
 NAMPA ID 83687  
 208-466-8916 Fax 208-466-8917  
 www.pipecoidaho.com

# INVOICE

INVOICE DATE	INVOICE NUMBER
03/24/20	S3640632.001
PLEASE REMIT PAYMENT TO:	
PIPECO 5805 EAST 39TH AVE DENVER CO 80207	

8989 1 MB 0.439 E0270X I0456 D5979537437 S2 P7248535 0001:0002

SHIP TO:



CITY OF CALDWELL  
 PO BOX 1179  
 CALDWELL ID 83606-1179

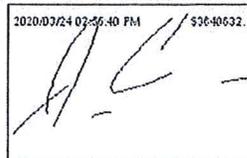
CITY OF CALDWELL  
 P.O. BOX 1179  
 CALDWELL ID 83606

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON		
15944	70- st. lukes		HOUSE ACCOUNT - NAMPA		
WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE	
CESAR OCHOA	EXPRESS W/C	Net Due 30 Days	03/24/20	03/24/20	
DESCRIPTION		ORDER QTY	SHIP QTY	NET PRC	EXT PRC
1144012 ELBOW 12" GATED 45DE SG		2ea	2ea	102.808	205.62
<p><b>PAYMENT AUTHORIZATION</b></p> <p>Supervisor Signature: <i>[Signature]</i></p> <p>Division Account #: <u>01817120-63220</u></p> <p>Project #: <u>50001101 MRSMEE01</u></p> <p>Amount to Pay: <u>\$205.62</u></p> <p>Date approved: _____</p> <p>Description: <u>12" ELBOWS</u></p>					
<p><b>FREE E-MAIL INVOICING NOW AVAILABLE!</b></p> <p>E-mail is fast and reliable. Invoices are sent by e-mail daily.          Contact our A/R Department to take advantage of this free feature.</p>					

Invoice is due by 04/23/20.

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Web Enrollment Token: VRM ZRH XMV  
<http://dbcirrigation.billtrust.com>



SUBTOTAL	205.62
S&H CHGS	
SALES TAX	0.00
<b>AMOUNT DUE</b>	<b>205.62</b>

Purchaser agrees to pay a 1.5% per month finance charge plus all costs of collection, including but not limited to reasonable attorneys fees, on any past due accounts.

PIPECO NAMPA  
 1504 GARRITY BLVD  
 NAMPA ID 83687  
 208-466-8916 Fax 208-466-8917

Invoice

INVOICE DATE	INVOICE NUMBER
04/01/20	S3646232.001
REMIT TO:	PAGE NO.
PIPECO 5005 EAST 10TH AVE DENVER CO 80217	1 of 1

BILL TO:  
 CITY OF CALDWELL  
 P.O. BOX 1179  
 CALDWELL, ID 83606

SHIP TO:  
 CITY OF CALDWELL  
 P.O. BOX 1179  
 CALDWELL, ID 83606

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SHIP TO	
15944	705441		HOUSE ACCOUNT - NAMPA	
ARTICLE	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
STEWART VOSS	PAID ON ACCOUNT	Net Due 30 Days	04/01/20	03/31/20
DESCRIPTION	ORDER QTY	SHIP QTY	UNIT PRICE	EXT. AMT
1124G VALVE GTD NAVIGATOR 12"	2	2	419.243	838.49
PAYMENT AUTHORIZATION Supervisor Signature: <i>[Signature]</i> Division Account #: <u>01817120-63220</u> Project #: <u>50001101NR5MEE01</u> Amount to Pay: <u>\$838.49</u> Date approved: Project Description: <u>12" VALVES</u>				
2020/04/01 09:17:17 AM 320482327				
THANK YOU FOR YOUR BUSINESS!				

Subtotal	838.49
S&H CHGS	0.00
Sales Tax	0.00
<b>Amount Due</b>	<b>838.49</b>

Invoice is due by 05/01/20.

All claims for shortage or errors must be made at once. Returns require written authorization and are subject to handling charges. Special orders are non-returnable. Past due invoices may be subject to a late charge. Thank You for your Business



PIPECO NAMPA  
 1504 GARRITY BLVD  
 NAMPA ID 83687  
 208-466-8916 Fax 208-466-8917  
 www.pipecoidaho.com

# INVOICE

INVOICE DATE	INVOICE NUMBER
04/07/20	S3651624.001
PLEASE REMIT PAYMENT TO:	
PIPECO 5805 EAST 39TH AVE DENVER CO 80207	

1104 1 AB 0.419 E0048 I0074 D6027495011 S2 P7291963 0002:0003

SHIP TO:



CITY OF CALDWELL  
 PO BOX 1179  
 CALDWELL ID 83606-1179

CITY OF CALDWELL  
 P.O. BOX 1179  
 CALDWELL ID 83606

*6-10-20*

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON		
15944	70 St. Lukes		HOUSE ACCOUNT - NAMPA		
WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE	
RUSSELL CLARK	PK PICK-UP	Net Due 30 Days	04/07/20	04/07/20	
DESCRIPTION		ORDER QTY	SHIP QTY	NET PRC	EXT PRC
1113512 COUPLING 12" GATED REPLACEMENT BELL SG		2ea	2ea	46.660	93.32
717PT CEMENT, PVC, GRAY PINT		1ea	1ea	11.077	11.08
P70PT PRIMER PURPLE PINT		1ea	1ea	13.758	13.76

**PAYMENT AUTHORIZATION**

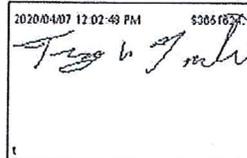
Supervisor Signature: *[Signature]*  
 Division Account #: 0187120-63220  
 Project #: 50001101URSMEDT  
 Amount to Pay: 118.16  
 Date approved: \_\_\_\_\_  
 Product description: GUE & PRIMER  
12" GATED BELL

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Web Enrollment Token: VRM ZRH XMV  
<http://dbcirrigation.billtrust.com>



SUBTOTAL	118.16
S&H CHGS	
SALES TAX	0.00
<b>AMOUNT DUE</b>	<b>118.16</b>

Purchaser agrees to pay a 1.5% per month finance charge plus all costs of collection, including but not limited to reasonable attorneys fees, on any past due accounts.

**PIPECO NAMPA**  
**1504 GARRITY BLVD**  
**NAMPA ID 83687**  
**208-466-8916 Fax 208-466-8917**

**Invoice**

INVOICE DATE	INVOICE NUMBER
06/25/20	S3794017.001
REMIT TO:	PAGE NO.
PIPECO 5805 EAST 39TH AVE DENVER CO 80207	1 of 1

**BILL TO:**  
**CITY OF CALDWELL**  
**P.O. BOX 1179**  
**CALDWELL, ID 83606**

**SHIP TO:**  
**CITY OF CALDWELL**  
**P.O. BOX 1179**  
**CALDWELL, ID 83606**

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
15944	705458		HOUSE ACCOUNT - NAMP	
WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
ROD MAKINSTER	PK PICK-UP	Net Due 30 Days	06/25/20	06/25/20
DESCRIPTION	ORDER QTY	SHIP QTY	Net Prc	Ext Prc
PQ12030100K PIPE 12" TRANSMISSION	30	30	4.182	125.45
1146012 ELBOW 12" GATED 90DE SG	2	2	135.498	271.00

**PAYMENT AUTHORIZATION**

Supervisor Signature: [Signature]  
 Division Account #: 01817120-63220  
 Project #: 50001101NR SWEET I  
 Amount to Pay: \$396.45  
 Date approved: \_\_\_\_\_  
 Project Description: PIPE & FITTING  
TO MOVE IRRIGATION LINE

2020/06/25 11:19:55 AM S3794017.1

[Signature] Russ / ST Luke's

JOSH  
 THANK YOU FOR YOUR BUSINESS!

Subtotal	396.45
S&H CHGS	0.00
Sales Tax	0.00
<b>Amount Due</b>	<b>396.45</b>

**Invoice is due by 07/25/20.**

All claims for shortage or errors must be made at once. Returns require written authorization and are subject to handling charges. Special orders are non-returnable. Past due invoices may be subject to a late charge. Thank You for your Business

# The Urban Renewal Agency of The City of Caldwell

## BANK RECONCILIATION

Restricted \$ 11,338,998.06

Banner Bank

#50111/#24115

96-10050

Statement Date	Beginning Balance	Tax Deposits	Other Deposits	Withdrawals or Checks	Interest	Fees/Other	Ending Balance
10/31/2019	14,254,970.28	25,403.85	1,215.00	(27,101.80)	1,313.26	-	14,255,800.59
11/30/2019	14,255,800.59	21,263.96	1,540.00	(29,183.00)	813.29		14,250,234.84
12/31/2019	14,250,234.84	635,107.15	1,540.00	(109,774.82)	840.85		14,777,948.02
1/31/2020	14,777,948.02	4,958,835.65	1,540.00	(2,855,288.97)	1,311.93		16,884,346.63
2/29/2020	16,884,346.63	103,546.52	1,540.00	(101,440.00)	785.31	-	16,888,778.46
3/31/2020	16,888,778.46	185,219.17	1,540.00	(644,542.28)	839.91		16,431,835.26
4/30/2020	16,431,835.26	270,250.12	1,540.00	(23,940.00)	1,280.16		16,680,965.54
5/31/2020	16,680,965.54	40,023.27	3,015.00	(1,236,129.56)	994.74		15,488,868.99
6/30/2020	15,488,868.99	379,202.29	3,868.75	(208,141.00)	814.14		15,664,613.17
7/31/2020	15,664,613.17	3,282,595.75	2,440.00	(2,731,444.73)	841.72		16,219,045.91
8/31/2020	16,219,045.91						16,219,045.91
9/30/2020	16,219,045.91						16,219,045.91
<b>Totals:</b>		9,901,447.73	19,778.75	(7,966,986.16)	9,835.31	-	
					City Projects-Restricted		3,447,609.82
					URA TVCC- Restricted		723,245.86
					URA Pojects-Unrestricted		709,192.17

Banner Bank

#40002536

96-10320

Statement Date	Beginning Balance*	Interest	Transfers Out	Ending Balance*	
10/31/2019	250,380.49	473.33	(473.33)	250,380.49	Restricted - Other Tax Districts 11,338,998.06
11/30/2019	250,380.49	-	-	250,380.49	Restricted - Caldwell 3,447,609.82
12/31/2019	250,380.49	-	-	250,380.49	Restricted -URA TVCC 723,245.86
1/31/2020	250,380.49	472.92	(472.92)	250,380.49	Restricted - URA job creation 709,192.17
2/29/2020	250,380.49	-	-	250,380.49	<b>16,219,045.91</b>
3/31/2020	250,380.49	-	-	250,380.49	Banner Bank - Operating 16,219,045.91
4/30/2020	250,380.49	466.90	(466.90)	250,380.49	Banner Bank - CD 250,380.49
5/31/2020	250,380.49	153.92	(153.92)	250,380.49	LGIP 116,114.41
6/30/2020	250,380.49	-	-	250,380.49	<b>16,585,540.81</b>
7/31/2020	250,380.49	-	-	250,380.49	
8/31/2020	250,380.49			250,380.49	
9/30/2020	250,380.49			250,380.49	
<b>Totals:</b>		1,567.07	(1,567.07)		

Local Government Investment Pool

#2519-22072

96-10398

Transation Date	Beginning Balance	Interest	Withdrawals	Ending Balance
10/31/2019	114,403.44	217.02	-	114,620.46
11/30/2019	114,620.46	212.11		114,832.57
12/31/2019	114,832.57	197.66		115,030.23
1/31/2020	115,030.23	197.48		115,227.71
2/29/2020	115,227.71	185.93		115,413.64
3/31/2020	115,413.64	165.02		115,578.66
4/30/2020	115,578.66	160.42		115,739.08
5/31/2020	115,739.08	142.74		115,881.82
6/30/2020	115,881.82	127.58		116,009.40
7/31/2020	116,009.40	105.01		116,114.41
8/31/2020	116,114.41			116,114.41
9/30/2020	116,114.41			116,114.41
<b>Totals:</b>		1,710.97	-	

Series	Description	Zion's Account	April 2020				May 2020				June 2020			
			Beginning Balance	Interest Deposits	Other Activity	Ending Balance	Beginning Balance	Interest Deposits	Other Activity	Ending Balance	Beginning Balance	Interest Deposits	Other Activity	Ending Balance
2006A URA	Bond fund	8913750	10141	53.63	26.84		80.47	0.01		80.48	80.48	0.01		80.49
2006A URA	Rev Allocation	8913750A	10143	56,651.52	527.34		57,178.86	133.39		57,312.25	57,312.25	85.75		57,398.00
2006A URA	Reserve Fund	8913750B	10341	755,250.00			755,250.00			755,250.00	755,250.00			755,250.00
2008 URA	Bond fund	8913751	10146	4.61	2.22		6.83			6.83	6.83			6.83
2008 URA	Rev Allocation	8913751A	10144	696,501.73	941.84		697,443.57	238.22		697,681.79	697,681.79	153.13		697,834.92
2008 URA	Reserve Fund	8913751B	10342	753,475.00			753,475.00			753,475.00	753,475.00			753,475.00
2012 URA Bonds	Rev Allocation	8913753	10148	1,146,537.30	764.79		1,147,302.09	188.37		1,147,490.46	1,147,490.46	121.09		1,147,611.55
2012 URA Bonds	Debt Svc Acct	8913753A	10343	-	250.80		250.80	61.94		312.74	312.74	39.82		352.56
2012 URA Bonds	Debt Svc Reserve	8913753C	10344	377,025.30			377,025.30			377,025.30	377,025.30			377,025.30
2016 URA Bonds	Rev Allocation	8913754	10140	1,248,611.52	811.04		1,249,422.56	205.13		1,249,627.69	1,249,627.69	131.87		1,249,759.56
2016 URA Bonds	Debt Svc Acct	8913754A	10142	135.09	73.61		208.70	16.63		225.33	225.33	10.69		236.02
2016 URA Bonds	Debt Svc Reserve	8913754B	10340	101,093.82			101,093.82			101,093.82	101,093.82			101,093.82
18 URA Bond	Rev Allocation	8913755	10150	603,933.46	392.27		604,325.73	99.22		604,424.95	604,424.95	63.78		604,488.73
18 URA Bond	Debt Svc Acct	8913755A	10149	46.96	23.44		70.40	0.01		70.41	70.41	0.01		70.42
18 URA Bond	Debt Svc Reserve	8913755B	10345	-			-			-	-			-
18 URA Bond	Project Account	8913755C	10145	-			-			-	-			-
Totals:				5,739,319.94	3,814.19	-	5,743,134.13	942.92	-	5,744,077.05	5,744,077.05	606.15	-	5,744,683.20

Series	Description	Zion's Account	July 2020				August 2020				September 2020			
			Beginning Balance	Interest Deposits	Other Activity	Ending Balance	Beginning Balance	Interest Deposits	Other Activity	Ending Balance	Beginning Balance	Interest Deposits	Other Activity	Ending Balance
2006A URA	Bond fund	8913750	10141	80.49	0.01		80.50			80.50	80.50			80.50
2006A URA	Rev Allocation	8913750A	10143	57,398.00	58.66		57,456.66			57,456.66	57,456.66			57,456.66
2006A URA	Reserve Fund	8913750B	10341	755,250.00			755,250.00			755,250.00	755,250.00			755,250.00
2008 URA	Bond fund	8913751	10146	6.83			6.83			6.83	6.83			6.83
2008 URA	Rev Allocation	8913751A	10144	697,834.92	104.76		697,939.68			697,939.68	697,939.68			697,939.68
2008 URA	Reserve Fund	8913751B	10342	753,475.00			753,475.00			753,475.00	753,475.00			753,475.00
2012 URA Bonds	Rev Allocation	8913753	10148	1,147,611.55	82.84		1,147,694.39			1,147,694.39	1,147,694.39			1,147,694.39
2012 URA Bonds	Debt Svc Acct	8913753A	10343	352.56	27.25		379.81			379.81	379.81			379.81
2012 URA Bonds	Debt Svc Reserve	8913753C	10344	377,025.30			377,025.30			377,025.30	377,025.30			377,025.30
2016 URA Bonds	Rev Allocation	8913754	10140	1,249,759.56	90.22		1,249,849.78			1,249,849.78	1,249,849.78			1,249,849.78
2016 URA Bonds	Debt Svc Acct	8913754A	10142	236.02	7.32		243.34			243.34	243.34			243.34
2016 URA Bonds	Debt Svc Reserve	8913754B	10340	101,093.82			101,093.82			101,093.82	101,093.82			101,093.82
18 URA Bond	Rev Allocation	8913755	10150	604,488.73	43.64		604,532.37			604,532.37	604,532.37			604,532.37
18 URA Bond	Debt Svc Acct	8913755A	10149	70.42	0.01		70.43			70.43	70.43			70.43
18 URA Bond	Debt Svc Reserve	8913755B	10345	-			-			-	-			-
18 URA Bond	Project Account	8913755C	10145	-			-			-	-			-
Totals:				5,744,683.20	414.71	-	5,745,097.91	-	-	5,745,097.91	5,745,097.91	-	-	5,745,097.91