



Amended Agenda
10-9-2020
Consent Calendar Items #4 & #5

CALDWELL URBAN RENEWAL AGENCY
7:00 P.M.
Tuesday, October 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 September 14, 2020;
- 2) Approve Resolution ratifying the execution of the Re-Use Appraisal with Valbridge Property Advisors for proposed building renovations at 711 Cleveland Boulevard;
- 3) Approve Resolution authorizing the conveyance of Urban Renewal Agency property to the City of Caldwell for right-of-way along Slipstream Way;
- 4) Approve Resolution authorizing the execution of Amendment No. 2 to the Owner-Consultant Agreement with Keller Associates, Inc. for the design of the North Ranch Area Improvements in the amount of \$5,700.00;
- 5) Approve Resolution authorizing the execution of Supplemental No. 1 to the Professional Design Services Agreement with Six Mile Engineering for design of the Ustick Road Widening Project in the amount of \$27,937.00.

OLD BUSINESS

- 1) Economic Development Activity Report from Steve Fultz (September 2020).
- 2) Economic Development Activity Report from Steven Jenkins (September 2020).
- 3) **ACTION ITEM:** Consider Resolution authorizing the execution of the Purchase and Sale Agreement with Ideal Demolition Services, LLC for property in the Sky Ranch Business Center.
- 4) Consider update report regarding Creekside Development Project – 7th & Main Street.
- 5) **ACTION ITEM:** Consider Resolution authorizing the execution of the First Amendment to Agreement to Negotiate Exclusively with deChase Development Services, LLC, doing business as DeChase Miksis.

NEW BUSINESS

- 1) **ACTION ITEM:** Consider invoices for payment from the URA Treasurer:

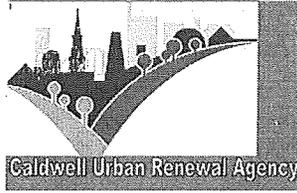
VENDOR	AMOUNT	DESCRIPTION
City of Caldwell – Economic Development	\$18,000.00	October: Economic Development Contribution
Hamilton, Michaelson & Hilty	\$5,940.00	September: Attorney Fee
Upson Company	\$291.60	215 South Kimball Roof Repair
City of Caldwell – Projects	\$150,000.00	URA Contributions: Hire & Reimbursement Program
TOTAL	\$174,231.60	

- 2) Treasurer Report:
 - a. ***ACTION ITEM:*** Approve Monthly Cash Reconciliation Reports.
- 3) Attorney Report:
 - a. *Update Report: Mussell Construction - 711 Cleveland Boulevard*
 - b. *Update Report: Side-A Brewing – Arthur & Kimball*
 - c. *Update Report: Revised Caldwell North Renewal Area Project*
- 4) Chairman Report
- 5) Commissioner Reports
- 6) Motion to adjourn

Date of the next Regularly Schedule Urban Renewal Agency Meeting: Monday – November 9, 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
7:00 P.M.
Monday, September 14, 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 August 10, 2020;
- 2) Approve Resolution authorizing the execution of an Agreement memorializing the Canyon County Fair Events Campus Improvements Project.

OLD BUSINESS

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

NEW BUSINESS

- 1) **ACTION ITEM:** Consider acceptance of Letter of Intent from Ideal Demolition Services for purchase of property known as 5221 E. Linden Street.
- 2) **ACTION ITEM:** Consider resolution authorizing the execution of a License and Agreement for Limited Maintenance with Mussell Construction, Inc. at the Cleveland Event Center located at 711 Cleveland Boulevard.
- 3) **ACTION ITEM:** Consider resolution authorizing the execution of an Amendment to Owner-Consultant Agreement with Keller Associates, Inc. associated with the scope of work for the North Ranch Area Improvements project in the amount of \$3,800.00.
- 4) **ACTION ITEM:** Consider invoices for payment from the URA Treasurer:

VENDOR	AMOUNT	DESCRIPTION
City of Caldwell – Economic Development	\$18,000.00	September: Economic Development Contribution
Hamilton, Michaelson & Hilty	\$5,940.00	August: Attorney Fee
ICRMP	\$5,069.00	Insurance Premium – FY2021
City of Caldwell – Airport	\$27,676.40	Airport Property Acquisition Costs
City of Caldwell – Projects	\$659,432.40	URA Projects & Operations
TOTAL	\$716,117.80	

- 5) Treasurer Report:
 - a. **ACTION ITEM:** Approve Monthly Cash Reconciliation Reports.
- 6) Attorney Report:
 - a. Update Report: *Mussell Construction - 711 Cleveland Boulevard*
 - b. Update Report: *Side-A Brewing – Arthur & Kimball*
 - c. Update Report: *Creekside Development – 7th & Main*
 - d. Update Report: *Revised Caldwell North Renewal Area Project*
- 7) Chairman Report
- 8) Commissioner Reports
- 9) Executive Session pursuant to Idaho Code, Section 74-206, Subsection (c) for the purpose of discussing the acquisition of or an interest in real property not owned by a public agency.
- 10) Motion to adjourn

Date of the next Regularly Schedule Urban Renewal Agency Meeting: Tuesday– October 13, 2020 at 7:00 p.m. in the Community Room - Caldwell Police Station at 110 South Fifth.

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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

MINUTES

7:00 P.M.

Monday, September 14, 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, Commissioner Allgood, and Commissioner Ramirez.

Staff present: Douglas Waterman (Agency Attorney), Carol Mitchell (Agency Treasurer), Robb MacDonald (City Engineer), Steven Fultz (Economic Development), 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 August 10, 2020;
- 2) Approve Resolution No. 2020-37 authorizing the execution of an Agreement memorializing the Canyon County Fair Events Campus Improvements Project.

MOVED by Allgood, SECONDED by Ramirez to approve the Consent Calendar as printed.

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

MOTION CARRIED

OLD BUSINESS

(ECONOMIC DEVELOPMENT ACTIVITY REPORT FROM STEVE FULTZ [AUGUST 2020])

North Ranch...Continue working with developers considering a mixed-use site (commercial and industrial) in the current UR district.

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

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 remains under contract.

Wolff Development...working with this group on former Van Auker site on Challenger Way...issues on airport land lease for prospective client to their new 87,000 sq. ft. building.

Project Kay...new industrial lead from Oregon considering site in Caldwell. Working with their contractor and financial institution on the project.

Project West Coast Can...project considering site in North Ranch...substantial investment and job creation for Caldwell.

Project Robin...industrial lead looking for 15+ acres for 50,000 sq. ft. building (expandable up to 200,000).

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...continue 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 FROM STEVEN JENKINS [AUGUST 2020])

Current Projects

Public Art: Draft complete... I will be working with the development team to solidify the details of our public art goals.

Rocky Mountain Companies: Working with the RMC team to help with information related to their site. They are hoping to develop a car wash and c-store in the coming months.

Urban Renewal 8.2 Acres (KCID and Linden): LOI from Idaho Demolition Services (IDS) received.

Neighborworks: Nonprofit housing development group out of Boise that is looking for land to develop a pocket neighborhood in Caldwell. They are seeking 2-3 acres and would like to be new services. They have identified some land in Sky Ranch and are hoping to finalize the details of the development soon.

Project Gator: Fast-casual franchise is looking at the Caldwell area and is considering a downtown location. They would like to open a restaurant in quarter 1 of next year.

Project Pellet: Large retailer seeking a retail location, distribution center and corporate headquarters in Caldwell. They are considering locations in the Sky Ranch area.

Expedition League: Still working with the owner to establish an Expedition League team in Caldwell. The expansion process is in the due diligence stage, as the city is reviewing league information and contractual details.

Amano: Owner wants to add patio seating along 7th Ave S. He has been working with economic development and planning and zoning to develop plans and renderings of his vision.

Extreme Pizza: hoping to open the last week of September, but more realistically considering the first or second week of October.

UPDATE: Built in Caldwell blog has returned. This blog features retailers and industrial users that are based in Caldwell. We share the good news about the work they do and their plans for growth.

In response to questions from Commissioner Wagoner, Mr. Jenkins clarified that Project Gator is looking for an existing building within the downtown area.

In response to questions from Commissioner Allgood, Mr. MacDonald reported that construction of the new McDonald's restaurant on 10th Avenue is projected to begin in the spring of 2021. Discussion followed about needed clean-up at the site. Code enforcement has been informed about this matter.

NEW BUSINESS:

(ACTION ITEM: CONSIDER ACCEPTANCE OF LETTER OF INTENT FROM IDEAL DEMOLITION SERVICES FOR PURCHASE OF PROPERTY KNOWN AS 5221 E. LINDEN STREET)

Mark Hilty, Agency Attorney at 1303 13th Avenue Road, Nampa, reported that if the URA Commissioners accept the Letter of Intent tonight, the next step would be for the creation of a formal Purchase & Sale Agreement. That documents would be considered at the October URA meeting. The terms as outlined within the Letter of Intent and other instructions would be included.

Mr. & Mrs. Aparicio, owners of Ideal Demolition Services at 2473 W. Success Way, Emmett, spoke in favor of the request to accept the Letter of Intent. Mr. Aparicio noted that the parcel would be used as the corporate headquarters site (office and motor pool) but would not house items from demolition jobsites. Demolition materials are typically sold at each jobsite. He noted that the plan is to use the remaining parcel area to construct warehouses for leasable space.

It was recommended by Chairman Hopper that Mr. & Mrs. Aparicio meet with the City of Caldwell Red Carpet Team as soon as possible to discuss details concerning the project.

Commissioner Wagoner concurred with Chairman Hopper that a roundtable should be scheduled concerning this parcel to discuss possible requirements and restrictions.

City Engineer Robb MacDonald stated that approval of a round-about at KCID Road intersection is under review at this time.

MOVED by Wagoner, SECONDED by Warwick to accept the Letter of Intent from Ideal Demolition Services and instruct the Agency Attorney to move forward with the creation of the Purchase & Sale Agreement.

MOTION CARRIED

(ACTION ITEM: CONSIDER RESOLUTION NO. 2020-38 AUTHORIZING THE EXECUTION OF A LICENSE AND AGREEMENT FOR LIMITED MAINTENANCE WITH MUSSELL CONSTRUCTION, INC. AT THE CLEVELAND EVENT CENTER LOCATED AT 711 CLEVELAND BOULEVARD)

Mark Hilty, Agency Attorney at 1303 12th Avenue Road, Nampa, provided the staff report noting the purpose of the License and Agreement for Limited Maintenance. He reported that Mike Mussell has indicated the need to address routine maintenance items such as leaks/repairs to prepare the building for the winter season. Mr. Mussell has had significant experience with older buildings and is concerned with deterioration of the building if some of the repairs are not made. Mr. Mussell is paying for the needed repairs; however, a reimbursement provision is addressed within the Agreement in case the property purchase transaction does not move forward. The document was signed by Mr. Mussell and ready for consideration tonight by the URA Commissioners.

Chairman Hopper concurred that the building was in need of immediate weatherization repairs and maintenance issues.

Chairman Hopper read the resolution by title only:

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF CALDWELL, IDAHO FOR EXECUTION OF A LICENSE AND AGREEMENT FOR LIMITED MAINTENANCE WITH MUSSELL CONSTRUCTION, INC. FOR REAL PROPERTY LOCATED AT 711 CLEVELAND BOULEVARD, CALDWELL.

MOVED by Allgood, SECONDED by Porter to approve the resolution as presented.

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

MOTION CARRIED

(ACTION ITEM: CONSIDER RESOLUTION NO. 2020-39 AUTHORIZING THE EXECUTION OF AN AMENDMENT TO OWNER-CONSULTANT AGREEMENT WITH KELLER ASSOCIATES, INC. ASSOCIATED WITH THE SCOPE OF WORK FOR THE NORTH RANCH AREA IMPROVEMENTS PROJECT IN THE AMOUNT OF \$3,800.00)

Robb MacDonald, City Engineer at 621 Cleveland Blvd noted that the contract amendment is needed due to the results of a recent traffic impact study. The study recommended that Smeed Parkway be a five-lane road between Highway 20-26 and Mueller Lane. After Mueller Lane, the road continues to three-lanes as originally intended. Engineering staff agrees with the traffic study recommendations in considering the amount of traffic that will be generated by the public schools within the immediate area and the business park. This request accommodates the redesign of Smeed Parkway.

Chairman Hopper read the resolution by title only:

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF CALDWELL, IDAHO APPROVING AND AUTHORIZING THE EXECUTION OF AMENDMENT NO. 1 TO THE OWNER-CONSULTANT AGREEMENT WITH KELLER ASSOCIATES, INC. FOR THE DESIGN OF THE NORTH RANCH AREA IMPROVEMENTS IN THE AMOUNT OF \$3,800.00 AND ADDING ONE CALENDAR DAY TO THE PROJECT COMPLETION SCHEDULE.

MOVED by Ramirez, SECONDED by Allgood to approve the resolution as presented.

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

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	September: Economic Development Contribution
Hamilton, Michaelson & Hilty	\$ 5,940.00	August Attorney Fee
ICRMP	\$5,069.00	Insurance Premium – FY 2021
City of Caldwell – Airport	\$27,676.40	Airport Property Acquisition Costs
City of Caldwell – Projects	\$659,432.40	URA Projects & Operations
TOTAL	\$716,117.80	

In response to questions from Commissioner Porter, Ms. Mitchell reported that the amount of \$659,432.40 for City of Caldwell Projects included:

- Demolition of Mr. C's Building Project
- 500 Lateral Relocation Linden to KCID Project
- North Ranch Infrastructure Project
- Lions Restroom Demo Project
- Rodeo Grounds Restroom Construction Project
- Simplot Stadium Restroom Remodel Project
- R & M – Cleveland Event Center Building at 711 Cleveland Boulevard
- HVAC Repairs at 215 S. Kimball
- HVAC Repairs at 217 S. Kimball
- URA Legal Notifications
- Utilities at URA-owned Buildings: 119 S. Kimball, 215 S. Kimball, 217 S. Kimball, and 711 Cleveland Boulevard.

MOVED by Wagoner, SECONDED by Porter to approve the invoices for 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:

Banner Bank TOTAL		\$15,265,396.89
LGIP	\$ 116,199.05	
Banner Bank, CD	\$ 250,380.49	
Banner Bank Operating Account	\$14,898,817.35	
Restricted TOTAL		\$14,898,817.35
Restricted – Other Tax Districts	\$11,326,113.05	
Restricted – Caldwell	\$ 2,137,189.22	
Restricted – URA TVCC	\$ 723,245.86	
Restricted – URA Job Creation	\$ 712,268.52	

MOVED by Porter, SECONDED by Wagoner to approve the cash reconciliation report as presented.

MOTION CARRIED

(ATTORNEY'S REPORT)

- a. Mussell Construction – 711 Cleveland Boulevard: Mr. Hilty reported that Mussell Construction would be weatherproofing the building. The Reuse Appraisal document process will begin now with Mr. Mussell submitting economic information about his investment to renovate the building. The appraiser determines the reasonable rate of return. The vacant car lot abutting the parcel is part of the project and is currently owned by Rick Wells. URA has an option to purchase the Wells site with a thirty-day notice provision at any time. Exercising this purchase option will be reviewed in the near future.
- b. Side-A Brewing – Arthur & Kimball: Mr. Hilty reported that the executed development agreement was returned by the attorney for Side-A Brewing. They will be moving forward with the re-use appraisal documents with the developer's attorney, Geoffrey Wardle.
- c. Creekside Development: Mr. Hilty reported that the developer is working to finalize their revised development plan. A presentation regarding the design will initially be made to the City's Development Team.
- d. Revised Caldwell North Renewal Area Project: A meeting was held with ElJay Waite to review the revised Caldwell North Renewal Area Plan. There is a new property that would be included within the feasibility study. It is proposed that a presentation would be made before the Canyon County Commissioners in January or February 2021.

(CHAIRMAN'S REPORT)

None.

(COMMISSIONER REPORT)

Commissioner Wagoner asked if the two representatives from the Economic Development staff members could trade off to present their reports, rather than both individuals attending every meeting. Steve Fultz reported that he will discuss that option with Steven Jenkins.

(EXECUTIVE SESSION PURSUANT TO IDAHO CODE, SECTION 74-206, SUBSECTION (C) FOR THE PURPOSE OF DISCUSSING THE ACQUISITION OF OR AN INTEREST IN REAL PROPERTY NOT OWNED BY A PUBLIC AGENCY)

MOVED by Warwick, SECONDED by Porter to **convene** into Executive Session pursuant to Idaho Code, Section 74-206, Subsection (c) for the purpose of discussing the acquisition of or an interest in real property not owned by a public agency at 7:44 p.m.

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

MOTION CARRIED

The Chairman reported that no decisions were made or action taken within the Executive Session.

(ADJOURNMENT)

MOVED by Warwick, SECONDED by Allgood to adjourn at 7:59 p.m.

MOTION CARRIED

Approved as written this 13th of October, 2020.

Commissioner Hopper

ATTEST: _____
Debbie Geyer, URA Secretary

Commissioner Porter

Commissioner Warwick

Commissioner Wagoner

Commissioner Allgood

Commissioner Ramirez

RESOLUTION NO. 2020- _____

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF CALDWELL, IDAHO RATIFYING THE EXECUTION OF THE RE-USE APPRAISAL BY VALBRIDGE PROPERTY ADVISORS FOR PROPOSED BUILDING RENOVATIONS AT 711 CLEVELAND BOULEVARD.

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 the Agreement as set forth in full.

Section 2: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

ADOPTED AND APPROVED THIS 13th day of October, 2020.

CHAIRMAN

ATTEST:

SECRETARY



Valbridge

PROPERTY ADVISORS

Mountain States Appraisal &
Consulting, Inc.

Joe Corlett, MAI, SRA
Moe Therrien, MAI
Kevin Ritter, MAI
Derek Newton, CGA
Jeff Vance, MAI
Dave Pascua, RT
Paul Dehlin, MAI

1459 Tyrell Lane
Suite B
Boise, ID 83706
208-336-1097 phone
208-345-1175 fax
valbridge.com

Urban Renewal Agency of the City of Caldwell, Idaho
c/o Mr. Mark Hilty, Legal Counsel
411 Blaine Street, P.O. Box 1179
Caldwell, ID 83605

RE: Authorization & Engagement
Re-Use Appraisal of:
Redevelopment Project
711 Cleveland Boulevard
Caldwell, ID 83606

Dear Hilty:

This letter serves as our agreement for appraisal services relating to the proposed renovation of the improvements located at 711 Cleveland Boulevard. The building renovation will include a mix of office, retail, event center, and restaurant uses.

The purpose of this appraisal is to provide an opinion of Fair Re-Use Value for the property based on the proposed use. Urban Renewal Agency of the City of Caldwell, Idaho is the client in this assignment. The intended use is to provide a basis for negotiating a sale of the property to the developer based on the specific development proposal. The intended users of this report include the client and any duly appointed representatives of the client, specifically authorized by the client to view or use this appraisal in accordance with the stated purpose or function.

We will develop our analyses, opinions, and conclusions and prepare the reports in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute; and the requirements of our client as we understand them. The reports will be presented in Appraisal Report format and comply with the requirements set forth under Standards Rule 2-2(a) of USPAP. The report will present a narrative, but condensed discussion of the pertinent data gathered, the techniques employed, and the reasoning leading to our value opinions. The depth of the discussion contained in this report is specific to the needs of the client and the intended use.

The fee will be in the range of \$5,500 to \$6,500. Please have the person(s) responsible for payment acknowledge the intent for payment by signing this engagement letter. Delivery of the report will be no later than 3-4 weeks from the date we receive the signed engagement letter. Jeff Vance, MAI, and Joe Corlett, MAI, SRA, will be co-signors of the report.



If you agree to these terms, please have the person(s) responsible for payment acknowledge the intent for payment by signing this engagement letter. Thank you for the opportunity to be of service.

Sincerely,
Valbridge Property Advisors | Mountain States Appraisal & Consulting, Inc.

Jeff Vance, MAI
Idaho Certified General Appraiser
CGA-2828
Phone: 208-336-1097, ext. 22
E-mail: jvance@valbridge.com

I agree to these terms.

Client Signature

MARK HILTY

Date

9-29-2020

Client Name

URBAN RENEWAL AGENCY of CADEWELL, IDAHO

Business Name

MEMORANDUM

TO: Caldwell Urban Renewal Agency
Meeting Date October 12, 2020



AGENDA ITEM INFORMATION

SUBJECT:	<i>Department Submittals</i>	<i>X to mark</i>	<i>Initials</i>
Warranty Deed from the Urban Renewal Agency of the City of Caldwell to the City of Caldwell.	Building Department		
	CDBG		
	Clerk		
	City Attorney		
	Finance Department		
	Human Resources		
	Planning & Zoning		
	Fire Department		
	Police Department		
	Public Works	X	BO
	Street Department		
	Water Department		
	WWTP		
	Engineering		
	Mapping	X	DM
COST IMPACT:	Parks and Recreation		
FUNDING SOURCE:	Airport		
	Information Systems		
TIMELINE:	Golf Course		
	OTHER:		

SUMMARY STATEMENT:

In preparation for sunset of the currently active allocation area, several of URA's holdings need to be transferred as right-of-way, common space, etc. This Warranty Deed will grant the following tract(s) of land in Canyon County, State of Idaho to the City of Caldwell.

See Exhibit "A" (Corporate Warranty Deed)

RECOMMENDED ACTION:

It is the recommendation of Public Works that the Commission approve the Warranty Deed as submitted and authorize Chairman Hopper to sign the Warranty Deed on behalf of the Urban Renewal Agency.

RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the Chairman and Commissioners of the Urban Renewal Agency of the City of Caldwell, Idaho, to approve and authorize Chairman Hopper to sign the Warranty Deed conveying all rights for the area delineated in that certain Corporate Warranty Deed to the City of Caldwell for the purpose of construction, utility operation, right-of-way and maintenance as outlined in the Corporate Warranty Deed attached hereto and made a part hereof as if set forth in full.

PASSED BY THE COMMISSION of the Urban Renewal Agency of the City of Caldwell, Idaho, this 12th day of October 2020.

APPROVED BY THE COMMISSION of the Urban Renewal Agency of the City of Caldwell, Idaho, this 12th day of October 2020.

SIGNED:

Rob Hopper, Chairman

ATTEST:

Debbie Geyer, URA Secretary

CORPORATE WARRANTY DEED

FOR VALUE RECEIVED,

Urban Renewal Agency of the City of Caldwell, Idaho
a.k.a. Caldwell East Urban Renewal Agency (GRANTOR)

a corporation duly organized and existing under the laws of the State of Idaho, does hereby Grant, Bargain, Sell, and Convey unto:

City of Caldwell (GRANTEE)

a Municipal Corporation of Idaho, whose current address is 411 Blaine Street, Caldwell, ID 83605, the following described tract(s) of land in Canyon County, State of Idaho:

**See Exhibit "A" comprised of two (2) pages
and Exhibit "B" comprised of one (1) page,
attached hereto and made a part hereof**

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantee, its heirs, and assigns forever. And the said Grantor does hereby covenant to and with said Grantee, that Grantor is the owner in fee simple of said premises; that said premises is free from all encumbrances except as set forth heretofore, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, the Grantor, pursuant to a resolution of its Board of Directors, has caused its corporate name to be hereunto subscribed by its officers this _____ day of _____, A.D.2020

[Signature Page Follows]

Urban Renewal Agency of the City of Caldwell Idaho
a.k.a. East Caldwell Urban Renewal Agency

By: _____

Title: _____

STATE OF)
) ss.
County of)

On this _____ day of _____, in the year 2020, before me the undersigned, a Notary Public in and for said State personally appeared, _____, known or identified to me to be the _____ of the corporation that executed the foregoing instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Notary Public

Residing at _____

My Commission Expires _____

EXHIBIT "A"

A parcel of land located in the SW ¼ NE ¼ of Section 25, Township 4 North, Range 3 West, being more particularly described as follows:

COMMENCING at the South Quarter Corner of said Section 25; thence North 00°40'26" East a distance of 1324.90 feet coincident with the West line of the SW ¼ SE ¼ to the NW corner of said SW ¼ SE ¼; thence North 00°42'06" East a distance of 149.93 feet coincident with the West line of the NW ¼ SE ¼ of said Section 25; thence South 89°38'39" East a distance of 80.00 feet to a point on the east right-of-way of Smeed Parkway, also being the Southwest corner of Sky Ranch Business Center Phase 3, Book 42 of Plats at Page 04, records of Canyon County, Idaho; thence along the southeasterly boundary of said plat as follows: continuing South 89°38'39" East a distance of 94.25 feet to the beginning of a tangent curve; thence northeasterly 705.65 feet along the arc of said curve to the left, having a central angle of 75°39'25", a radius of 534.40 feet, and a long chord bearing North 52°31'38" East a distance of 655.49 feet to the **POINT OF BEGINNING**; thence continuing along the southeasterly boundary of said plat as follows:

Northeasterly 133.78 feet along the arc of a curve to the left, having a central angle of 14°20'35", a radius of 534.40 feet, and a long chord bearing North 07°31'38" East a distance of 133.43 feet to a point of tangency; thence

North 00°21'21" East a distance of 292.12 feet to the beginning of a tangent curve; thence

Northeasterly 121.85 feet along the arc of a curve to the right, having a central angle of 08°33'35", a radius of 815.60 feet, and a long chord bearing North 04°38'08" East a distance of 121.73 feet to the southwest corner of that certain parcel described in a Quitclaim Deed recorded in Canyon County, Idaho as Instrument No. 2014-019822; thence leaving the southeasterly boundary of said plat

South 90°00'00" West a distance of 28.33 feet along the north boundary of said plat to a point on the westerly right-of-way of Slipstream Way and the beginning of a non-tangent curve; thence

Northeasterly a distance of 247.75 feet along said curve to the right, having a central angle of 16°49'36", a radius of 843.60 feet, and a chord bearing North 17°01'50" East a distance of 246.86 feet to the southwesterly corner of that certain parcel described in a Quitclaim Deed recorded in Canyon County, Idaho as Instrument No. 2019-014301; thence

North 89°38'47" East a distance of 31.23 feet along the south boundary of said parcel to the southeasterly corner of said parcel, also being a point on the centerline of said Slipstream Way and the beginning of a non-tangent curve; thence

Northeasterly a distance of 6.49 feet along said centerline of Slipstream Way, being a curve to the right, having a central angle of 00°27'21", a radius of 815.60 feet, and a chord bearing

North $26^{\circ}37'57''$ East a distance of 6.49 feet to a point on the southwesterly right-of-way of Skyway Street; thence

Southeasterly a distance of 28.10 feet along said southwesterly right-of-way of Skyway Street, being a curve to the left, having a central angle of $03^{\circ}07'33''$, a radius of 515.00 feet, and a chord bearing South $67^{\circ}44'56''$ East a distance of 28.09 feet to the northwest corner of that certain parcel described in a Corporate Warranty Deed recorded as Instrument No. 2014-019334 and the beginning of a non-tangent curve; thence

Southwesterly a distance of 224.15 feet along the westerly boundary of said parcel and a curve to the left, having a central angle of $16^{\circ}18'22''$, a radius of 787.60 feet, and a chord bearing South $18^{\circ}51'56''$ West a distance of 223.39 feet to the northeast corner of said parcel described in the Quitclaim Deed recorded as Instrument No. 2014-019822; thence along the boundary of said parcel as follows:

South $90^{\circ}00'00''$ West a distance of 28.48 feet to the northwest corner of said parcel and the centerline of said Slipstream Way; thence

Southwesterly 20.29 feet along said centerline and the arc of a curve to the left, having a central angle of $01^{\circ}25'30''$, a radius of 815.60 feet, and a long chord bearing South $09^{\circ}37'41''$ West a distance of 20.28 feet to the southwest corner of said parcel; thence

North $90^{\circ}00'00''$ East a distance of 28.35 feet to the southeast corner of said parcel and a point on said westerly boundary of the parcel described in a Corporate Warranty Deed recorded as Instrument No. 2014-019334; thence leaving said parcel boundary described in the Quitclaim Deed recorded as Instrument No. 2014-019822 and along said westerly boundary of the parcel described in the Corporate Warranty Deed recorded as Instrument No. 2014-019334 as follows:

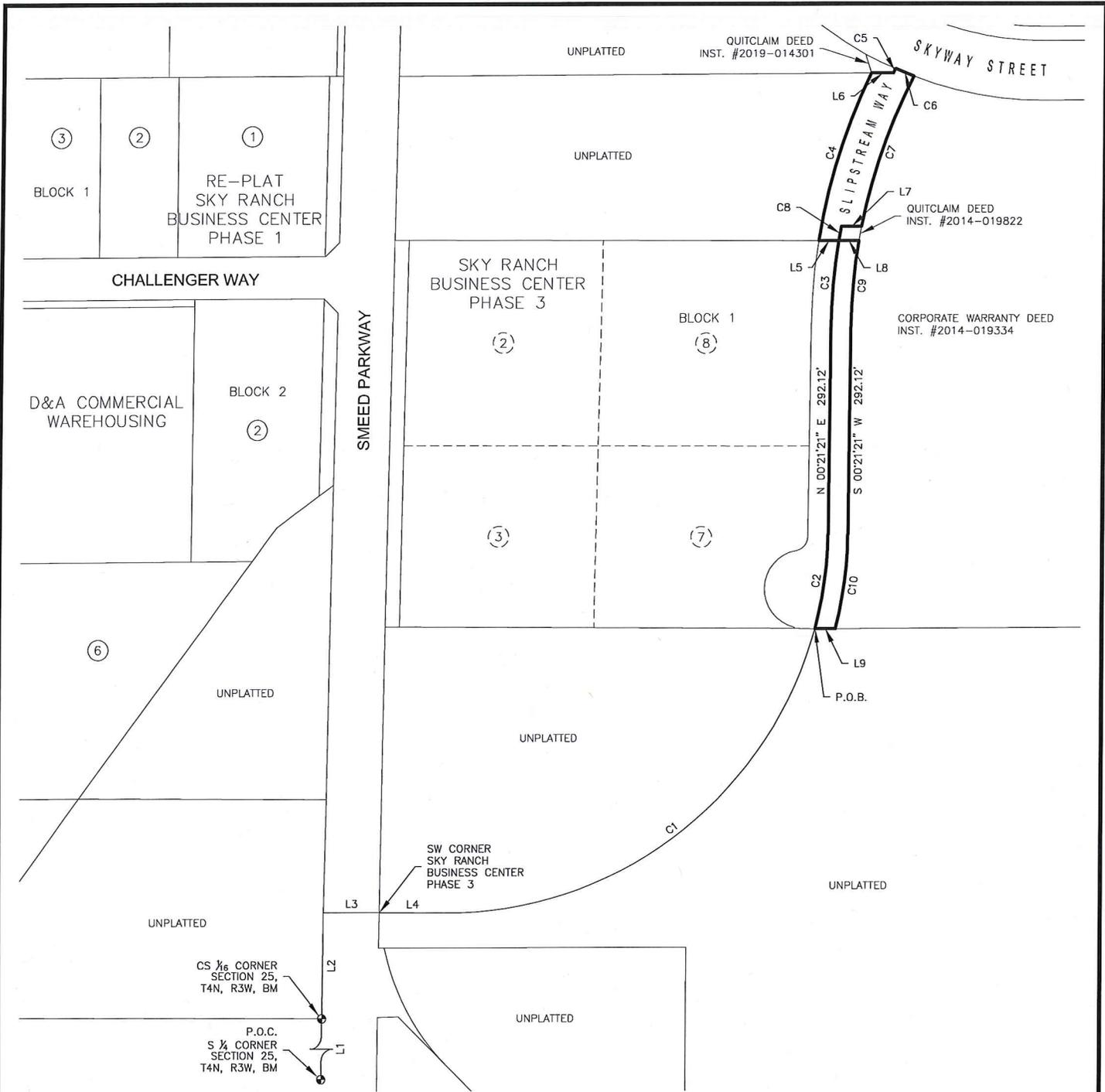
Southwesterly 122.06 feet along and the arc of a curve to the left, having a central angle of $08^{\circ}52'46''$, a radius of 787.60 feet, and a long chord bearing South $04^{\circ}47'43''$ West a distance of 121.94 feet; thence

South $00^{\circ}21'21''$ West a distance of 292.12 feet to the beginning of a tangent curve; thence

Southwesterly 133.45 feet along the arc of a curve to the right, having a central angle of $13^{\circ}35'46''$, a radius of 562.40 feet, and a long chord bearing South $07^{\circ}09'14''$ West a distance of 133.14 feet to the southwest corner of said parcel described in the Corporate Warranty Deed recorded in Canyon County, Idaho as Instrument No. 2014-019334; thence leaving said westerly boundary of the parcel

South $90^{\circ}00'00''$ West a distance of 28.90 feet to the **POINT OF BEGINNING**.

Containing 0.66 acres, more or less, to be dedicated as right-of-way for Slipstream Way.

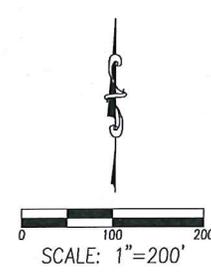


LEGEND

—— PARCEL BOUNDARY

- - - SECTION LINE

—— SURROUNDING PARCEL



LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°40'26"E	1324.90'
L2	N00°42'06"E	149.93'
L3	S89°38'39"E	80.00'
L4	S89°38'39"E	94.25'
L5	S90°00'00"W	28.33'
L6	N89°38'47"E	31.23'
L7	S90°00'00"W	28.48'
L8	N90°00'00"E	28.35'
L9	S90°00'00"W	28.90'

CURVE TABLE					
CURVE	LENGTH	ANGLE	RADIUS	CHORD BRG.	CHORD DIST.
C1	705.65'	75°39'25"	534.40'	N52°31'38"E	655.49'
C2	133.78'	14°20'35"	534.40'	N07°31'38"E	133.43'
C3	121.85'	08°33'35"	815.60'	N04°38'08"E	121.73'
C4	247.75'	16°49'36"	843.60'	N17°01'50"E	246.86'
C5	6.49'	00°27'21"	815.60'	N26°37'57"E	6.49'
C6	28.10'	03°07'33"	515.00'	S67°44'56"E	28.09'
C7	224.15'	16°18'22"	787.60'	S18°51'56"W	223.39'
C8	20.29'	01°25'30"	815.60'	S09°37'41"W	20.28'
C9	122.06'	08°52'46"	787.60'	S04°47'43"W	121.94'
C10	133.45'	13°35'46"	562.40'	S07°09'14"W	133.14'

CITY OF CALDWELL
 MAPPING DEPARTMENT
 621 CLEVELAND BLVD.
 CALDWELL, IDAHO 83605
 (208) 455-3006
 FAX (208) 455-3012

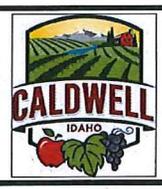


EXHIBIT B

Urban Renewal Agency of the City of Caldwell, Idaho
 a.k.a. Caldwell East Urban Renewal Agency
 to: City of Caldwell for Right-of-Way

DESIGNED BY: DM
 DRAWN BY: DM
 CHECKED BY: TK
 DATE: 09/23/2020
 SCALE: AS SHOWN

1 OF 1

RESOLUTION NO. 2020- _____

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF CALDWELL, IDAHO APPROVING AND AUTHORIZING THE EXECUTION OF AMENDMENT NO. 2 TO THE OWNER-CONSULTANT AGREEMENT WITH KELLER ASSOCIATES, INC. FOR THE DESIGN OF THE NORTH RANCH AREA IMPROVEMENTS IN THE AMOUNT OF \$5,700.00

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 Amendment No. 2 to the Owner-Consultant Agreement as set forth in full.

Section 2: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

ADOPTED AND APPROVED THIS 9th day of November, 2020

CHAIRMAN

ATTEST:

SECRETARY

MEMORANDUM

TO: Caldwell Urban Renewal Agency

Meeting Date: November 9, 2020



AGENDA ITEM INFORMATION

SUBJECT:		<i>Department Submittals</i>	<i>X to mark</i>	<i>Initials</i>
Amendment No. 2 to Owner-Consultant Agreement with Keller Associates, Inc. for the North Ranch Area Improvements.		Building Department		
		CDBG		
		Clerk		
		City Attorney		
		Finance Department		
		Human Resources		
		Planning & Zoning		
		Fire Department		
		Police Department		
		Public Works		
		Street Department		
		Water Department		
		WWTP		
		Engineering	X	
		Mapping		
		Parks and Recreation		
COST IMPACT:	\$5,700.00	Airport		
FUNDING SOURCE:	01817120-63220	Information Systems		
TIMELINE:		Golf Course		
		OTHER:		

SUMMARY STATEMENT:

Due to plan changes for the North Ranch Area Improvements, Keller Associates, Inc. has submitted amendment No. 2 to the original contract in the amount of \$5,700.00, which will increase the current contract amount of \$114,300.00 to \$120,000.00. This contract amendment will cover the re-work required to modify the existing roadway design to include right hand turn lanes on Roads East and West where they intersect Muller Lane. Said re-work will include new models, profiles, templates, and assemblies in those locations.

RECOMMENDED ACTION:

Approve the attached Amendment as recommend by the Caldwell Engineering Department.

AMENDMENT TO OWNER-CONSULTANT AGREEMENT

Amendment No. 2

Background Data:

Effective Date of Owner-Consultant Agreement: April 22, 2020
 Effective Date of this Amendment: _____
 Owner: Caldwell Urban Renewal Agency
 Consultant: Keller Associates, Inc.
 Project: North Ranch Area Improvements
 KA # 220052

Nature of Amendment:

Change the intersection configurations at Muller/Road East and Muller/Road West to include northbound right-turn lanes. Modify the existing 100% Design, add the turn lanes, and re-issue the 100% Plan Set and quantities.

Description of Modifications:

Keller Associates has estimated the above changes will require an additional 45 hours of engineering labor.

Compensation Summary:

Increase the lump-sum contract amount by \$5,700.00. The total contract amount is changed from \$114,300.00 to \$120,000.00

Task	Billing Basis	Original Agreement	Prior Amendments	This Amendment	Total
<i>Basic Services</i>	<i>LS</i>	<i>\$110,500.00</i>			<i>\$110,500.00</i>
<i>Amendment No. 1</i>	<i>LS</i>		<i>\$3,800.00</i>		<i>\$3,800.00</i>
<i>Amendment No. 2</i>	<i>LS</i>			<i>\$5,700.00</i>	<i>\$5,700.00</i>
Total		<i>\$110,500.00</i>	<i>\$3,800.00</i>	<i>\$5,700.00</i>	<i>\$120,000.00</i>

Schedule:

Submittal of revised 100% Design package no later than September 22, 2020.

All provisions of the Agreement not modified by this or previous amendments remain in effect. In witness thereof, the parties hereto have executed or caused to be executed by their duly authorized officials this Amendment to the Agreement on the respective dates indicated below.

OWNER: Caldwell Urban Renewal Agency

Signature: _____

Name: _____

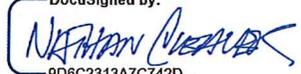
Title: _____

Address: _____

Telephone: _____

Date: _____

CONSULTANT: KELLER ASSOCIATES, INC.

DocuSigned by:

Signature: _____
9D6C2313A7C742D...

Name: Nathan Cleaver

Title: Principal

Address: 131 SW 5th Ave., Suite A
Meridian, ID 83642

Telephone: (208) 288-1992

Date: 9/16/2020

RESOLUTION NO. 2020- _____

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF CALDWELL, IDAHO APPROVING AND AUTHORIZING THE EXECUTION OF SUPPLEMENTAL NO. 1 TO THE PROFESSIONAL DESIGN SERVICES AGREEMENT WITH SIX MILE ENGINEERING FOR THE DESIGN OF THE USTICK ROAD WIDENING PROJECT IN THE AMOUNT OF \$27,937.00

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 Supplemental No. 1 to the Professional Design Services Agreement as set forth in full.

Section 2: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

ADOPTED AND APPROVED THIS 9th day of November, 2020

CHAIRMAN

ATTEST:

SECRETARY

MEMORANDUM

TO: Caldwell Urban Renewal Agency

Meeting Date: October 13, 2020



AGENDA ITEM INFORMATION

SUBJECT:		<i>Department Submittals</i>	<i>X to mark</i>	<i>Initials</i>
Supplemental No. 1 to the Professional Design Services Agreement with Six Mile Engineering for the Ustick Road Widening project.		Building Department		
		CDBG		
		Clerk		
		City Attorney		
		Finance Department		
		Human Resources		
		Planning & Zoning		
		Fire Department		
		Police Department		
		Public Works		
		Street Department		
		Water Department		
		WWTP		
		Engineering	X	TJF
			Mapping	
COST IMPACT:	\$27,937.00	Parks and Recreation		
FUNDING SOURCE:	05840210-87500	Airport		
		Information Systems		
TIMELINE:		Golf Course		
		OTHER:		

SUMMARY STATEMENT:

Due to additional planning and design needs necessary for the Ustick Road Widening project to properly design for, and tie into, the Idaho Transportation Departments Ustick Overpass replacement project Six Mile Engineering has submitted supplemental No. 1 to the original contract in the amount of \$27,937.00, which will increase the contract amount from \$451,414.00 to \$479,351.00. This contract supplemental will cover additional survey, geotechnical analysis, storm drain design and roadway and bridge design.

RECOMMENDED ACTION:

Approve the attached Supplemental as recommend by the Caldwell Engineering Department.

August 13, 2020

Mr. T.J. Frans
Project Manager
City of Caldwell
621 Cleveland Blvd.
Caldwell, ID 83605

Subject: **Supplemental No. 1**
Ustick Road and Cleveland Boulevard Intersection

Dear T.J.:

This supplemental request is to extend the project limits to the east to design the five-lane roadway on the west bridge approach for the Notus Canal and I-84 structures.

The ITD project is designing five lanes on the Notus Canal and I-84 structures but only two lanes on the west bridge approach to the touchdown point, located approximately at the Choctaw Loop intersection. Their intent is to have the ITD and City projects overlap, which can be problematic. As a result, our intent is to complete the bid plans and right-of-way acquisition so that the two projects have a match line instead of overlap.

The additional work includes:

- Topographic and right-of-way surveys and preparation of legal descriptions for Ustick Road from Choctaw Loop to the Notus Canal bridge (by Land Solutions)
- Geotechnical analysis for retaining walls on the west bridge approach to the Notus Canal and I-84 structures, and preparing an SP for contractor design of retaining wall to match the design and appearance of the walls on the ITD project (by GeoEngineers)
- Drainage design for Ustick Road from Choctaw Loop to the midpoint of the I-84 bridge
- Geotechnical for installation of piezometer and perc test for an additional storm water disposal location (by Terracon)
- Design of roadway and traffic improvements from Choctaw Loop to the Notus Canal bridge, and drafting west bridge approach retaining wall profiles and details

Attached is a spreadsheet tabulating the additional costs.

Thank you for the opportunity to provide our services.

Sincerely,



Larry J. White, P.E.

SUMMARY OF ESTIMATED LABOR AND EXPENSES
Ustick and Cleveland Intersection - Supplemental No. 1

ESTIMATED LABOR	LABOR HOURS	HOURLY RATE	TOTAL
Project Manager (LJW)	4	\$ 160.00	\$ 640.00
Senior Engineer (JEH)	20	\$ 140.00	\$ 2,800.00
Engineer (LCS and BAB)	26	\$ 114.00	\$ 2,964.00
CAD Technician (KLL and NPE)	42	\$ 74.00	\$ 3,108.00
TOTAL LABOR			\$ 9,512
ESTIMATED EXPENSES	TOTAL		
Land Solutions		\$	4,160
GeoEngineers		\$	10,165
Terracon		\$	4,100
TOTAL EXPENSES			\$ 18,425
TOTAL ESTIMATED BUDGET			\$ 27,937

**Ustick Road - Lake Ave to I-84
Land Solutions
2/7/2020
Supplemental**

	PLS (\$120/hr)	Survey Tech (\$80/hr)	Survey Crew (\$150/hr)	Total
Task 3.0 - Field Surveys				
3.1 Field Surveys	4	16	16	36
Total Man-Hours - Task 3.0	4	16	16	36
Total Estimate	\$480.00	\$1,280.00	\$2,400.00	\$4,160.00



412 East Parkcenter Boulevard, Suite 305
Boise, Idaho 83706
208.433.8098

July 24, 2020

Six Mile Engineering, PA
704 E United Heritage Court, Suite 204
Meridian, Idaho 83642

Attention: Larry J. White, PE

Subject: Proposal
Geotechnical Engineering Services
Ustick Road Widening
Notus Canal Bridge Approach Walls
Caldwell, Idaho
File No. 10317-010-00

INTRODUCTION AND PROJECT UNDERSTANDING

GeoEngineers, Inc. (GeoEngineers) appreciates the opportunity to provide this proposal for geotechnical engineering services for the proposed Ustick Road Widening project located in Caldwell, Idaho. We are currently providing geotechnical engineering services for David Evans & Associates and ITD for the project immediately east of this project to replace the Ustick Road bridge over I-90 and the Ustick Road bridge over Notus Canal. The projects overlap in a transition area between Choctaw Loop and the end of ITD's project near Notus Canal. We understand ITD's project will likely be constructed before the City's widening project. ITD's project includes MSE retaining walls to keep the approach embankments within the City's right-of-way (ROW). ITD plans to construct 2-stage MSE Walls with concrete fascia panels where the final configuration fits within the City's ROW. Where the final configuration does not fit within current ROW limits, ITD plans to construct temporary wire-faced MSE walls and 1.5:1 (horizontal:vertical) temporary slopes with erosion control. This temporary transition area will be constructed with permanent MSE walls and slopes as part of this project when the City acquires the required ROW.

We understand that Six Mile Engineering, PA (Six Mile) is completing design of the project with Terracon Consultants who is providing geotechnical services for this project. Terracon will provide geotechnical recommendations for the roadway, drainage and other components of the project. Our scope is limited to evaluate the planned MSE walls within the transition area to accommodate the roadway profiles from ITD's project and to maintain consistency between the wall designs for both projects.



SCOPE OF SERVICES

Our geotechnical due diligence evaluation scope of services includes:

1. Review roadway profiles, cross sections, wall plan, elevation and detail sheets prepared by Six Mile.
2. Complete slope stability analysis to determine required external global stability analysis and minimum reinforcement lengths for the Contractor designed MSE walls.
3. Complete bearing capacity analysis of the MSE walls.
4. Complete settlement analysis to determine if single-stage or two-stage MSE walls are required.
5. Develop specifications for the retaining walls to include in the project contract document.
6. Summarize our analysis and recommendations for the wall design in a draft and final letter report. The report will include:
 - Vicinity and Geology Map
 - Site plan showing the walls and locations of previous geotechnical explorations
 - Generalized subsurface profile of each retaining wall
 - Results of global stability, settlement and bearing capacity analyses.
 - MSE wall design recommendations
 - Draft specifications for wall construction
7. Provide up to eight hours of consultation to the design team and city during design, as requested.

ASSUMPTIONS

- Our analysis will be based on geotechnical borings drilled as part of ITD's Ustick Overpass project and no additional geotechnical borings are required.
- Six Mile will develop plan and profile of the roadway and retaining walls, cross sections, and MSE wall details. GeoEngineers is not preparing any design sheets for the project plans.
- Six Mile will edit and finalize our draft MSE wall specifications for consistency with other technical specifications developed for the project.
- The report will include one review cycle and review comments will require minor revisions.
- Our scope only includes providing geotechnical recommendations for the MSE retaining walls planned between Choctaw Loop and Notus Canal. Geotechnical recommendations for other components of the project will be provided by others.

TERMS, FEE ESTIMATE, AND SCHEDULE

We are in a position to begin work immediately after receiving your authorization to proceed. Our services will be completed in accordance with the terms described in our General Conditions, which are attached and form a part of this proposal. Please review our General Conditions carefully and advise us if you have any questions or desire to modify the terms of our agreement.

The estimated fee for our services will be determined using the rates contained in our standard schedule of charges, which also is attached as part of this proposal. The total estimated fees for the work described above based on the assumptions also described above is \$10,165. A breakdown of our fee estimate with anticipated hours is presented in Table 1, Estimated Fee for Geotechnical Engineering Services. While we will endeavor to stay within this estimated fee, there are uncertainties about the project and site that make it difficult to estimate the level of effort with a reasonable degree of certainty. As such, unless otherwise agreed to in writing, we will invoice for the time charged and expenses incurred in completing our scope of services. Please be assured, however, that we will endeavor to keep you apprised of project status and conditions that may significantly affect our scope and estimate.

There are no intended third-party beneficiaries arising from the services described in this proposal and no party other than the party executing this proposal shall have the right to legally rely on the product of our services without prior written permission of GeoEngineers.

This proposal is valid for a period of 60 days commencing from the first date listed above and subject to renegotiation by GeoEngineers, Inc., after the expiration date.

We appreciate the opportunity to be of service and look forward to working with you on this project. Please call if you have questions or require additional information.

Sincerely,
GeoEngineers, Inc.

Braydan P. DuRee, PE
Associate

BPD:mls

Attachments:

- Table 1. Estimated Fee for Geotechnical Engineering Services
- General Conditions—Standard 2020
- Schedule of Charges—Boise 2020

One copy submitted electronically



The parties hereto have made, executed and agreed to this Agreement as of the day and year first above written. By signature below, Client accepts the scope of services and all terms described herein. In addition, Client's signature shall constitute as authorization to proceed on the date listed below Client's printed/typed name unless such authorization has been otherwise provided in writing.

Six Mile Engineering, PA	
ORGANIZATION	* SIGNATURE
DATE	TYPED OR PRINTED NAME
	*Individual with contracting authority.

Proprietary Notice: The contents of this document are proprietary to GeoEngineers, Inc. and are intended solely for use by our clients and their design teams to evaluate GeoEngineers' capabilities and understanding of project requirements as they relate to performing the services proposed for a specific project. Copies of this document or its contents may not be disclosed to any other parties without the written consent of GeoEngineers.

Disclaimer: Any electronic form, facsimile or hard copy of the original document (email, text, table, and/or figure), if provided, and any attachments are only a copy of the original document. The original document is stored by GeoEngineers, Inc. and will serve as the official document of record.

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Table 1
Estimated Fee for Geotechnical Engineering Services
Ustick Road Widening
Caldwell, Idaho

Description of Task and Activity					Labor Charges			Expenses (\$)					Total Fee Estimate	
					Subtotal	Total					GEI	Total		
	Associate	Project Engineer	CAD	Admin 3	Labor	Labor	APC	Labor	Sub/Unit	Qty	Cost			Markup
	\$192	\$132	\$88	\$82	Hours	Dollars	%	Dollars				(subs)		Expenses
1. Review plans	2	2		1	5	\$730	\$44	\$774					\$0	\$0
2. Slope stability analysis	1	8			9	\$1,248	\$75	\$1,323					\$0	\$0
3. Bearing capacity analysis		4			4	\$528	\$32	\$560					\$0	\$0
4. Settlement analysis		4			4	\$528	\$32	\$560					\$0	\$0
5. Specifications	4	8		2	14	\$1,988	\$119	\$2,107					\$0	\$0
6. Draft and final letter report	4	12	4	4	24	\$3,032	\$182	\$3,214					\$0	\$0
7. Consultation		8			8	\$1,536	\$92	\$1,628					\$0	\$0
TOTAL FEE ESTIMATE	19	38	4	7				\$10,165					\$0	\$10,165

Schedule of Charges – 2020

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement. Current rates are:

Professional Staff	
Staff 1 Engineer/Scientist	\$ 102/hour
Staff 2 Engineer/Scientist	\$ 113/hour
Staff 3 Engineer/Scientist	\$ 125/hour
Engineer/Scientist 1	\$ 132/hour
Engineer/Scientist 2	\$ 140/hour
Senior Engineer/Scientist 1	\$ 157/hour
Senior Engineer/Scientist 2	\$ 168/hour
Associate	\$ 192/hour
Principal	\$ 215/hour
Senior Principal	\$ 225/hour
Technical Support Staff	
Administrator 1	\$ 72/hour
Administrator 2	\$ 77/hour
Administrator 3	\$ 82/hour
CAD Technician	\$ 88/hour
CAD Designer	\$ 100/hour
CAD Design Coordinator	\$ 108/hour
GIS Analyst	\$ 120/hour
Senior GIS Analyst	\$ 132/hour
GIS Coordinator	\$ 146/hour
*Technician	\$ 65/hour
*Senior Technician	\$ 75/hour
*Lead Technician	\$ 86/hour
*Environmental Technician	\$ 86/hour

*Hours in excess of 8 hours in a day or 40 hours in a week will be charged at one and one-quarter times the hourly rates listed above.

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent in depositions, trial preparation and court or hearing testimony will be billed at one and one-half times the above rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule. A surcharge may be applied to night and weekend work. See proposal for details.

Rates for data storage and web-based access will be provided on a project-specific basis.

Equipment

Air Quality Monitoring Package, per day	\$	170.00
Asbestos/Lead Paint Sampling Equipment Package, per day	\$	110.00
Environmental Exploration Equipment Package, per day	\$	200.00
Field Exploration Equipment Package (marking paint, stakes, survey flagging, other misc. supplies)	\$	35.00
Geotechnical Exploration Equipment Package, per day	\$	145.00
Groundwater Monitoring & Sampling Equipment (Bladder Pump) Package, per day	\$	415.00
Groundwater Monitoring & Sampling Equipment (Peristaltic Pump) Package, per day	\$	305.00
Surface Water Quality Monitoring Equipment Package, per day	\$	170.00
Operations and Maintenance Equipment Package, per day	\$	280.00
Rock/Slope Fall Protection / Rigging Equipment Package, per day	\$	550.00
	\$	

Specialized Equipment

4 Gas Meter, per day	\$	125.00
Field Data Acquisition – iPad or GPS, per day	\$	50.00
Flow Meter, per day	\$	120.00
Hydrolab Multi Meter Probe, per day	\$	50.00
Interface Probe, per day	\$	45.00
Nuclear Density Gauge, \$50/day, or \$25/half-day	\$	50.00/25.00
Photoionization Detector (PID)	\$	100.00
Pressure Transducer with Data Logger, per day	\$	120.00
Slope Indicator, per day	\$	110.00
Turbidity Monitoring Meter, per day	\$	30.00
Water Level Indicator, per day	\$	30.00
Vehicle usage, per mile, or \$30/half-day, whichever is greater	\$	0.65
Vehicle - 4-Wheel Drive Truck, per day (1 day min.)	\$	90.00
Other Miscellaneous Field Equipment, at current rates, list available upon request, per day		

Specialized equipment will be quoted on a per-job basis.

OTHER SERVICES, SUPPLIES AND SPECIAL TAXES

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost plus 15 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance which may be required. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost.

In-House Disposable Field Supplies

Routinely used field supplies stocked in-house by GeoEngineers, at current rates, list available upon request.

Associated Project Costs (APC)

Computer hardware and software, telephone and fax communications, printing and photocopying and routine postage via USPS will be charged at a flat rate of 6 percent of labor charges.

Laboratory Schedule of Charges

Type of Test	Unit Price*
Moisture Content / Oven (ASTM D2216)	\$ 25.00
Sample Preparation	
Extrusion - Extrude and log (visual classification) Shelby tube sample, per hour	\$ 55.00
Trimming - Trim a soil sample to 2.41-inch dia. for consolidation testing, per hour	\$ 55.00
Remolding - Remold a soil sample to desired moisture and density, per hour	\$ 55.00
Moisture/Density	
Rings	\$ 30.00
Shelby Tubes, waxed chunk	\$ 45.00
Tubes (liners), chunk	\$ 45.00
Organic Content (ASTM D2974)**	\$ 70.00
Particle Size Analysis	
Sieve (ASTM C136) max size < 3/4-inch (includes -200 Wash, Dry Sieve)	\$ 100.00
Sieve (ASTM C136) max size > 3/4-inch (includes -200 Wash, Dry Sieve)	\$ 105.00
Percent Passing No. 200 (ASTM C117-87/D1140)	\$ 55.00
Combined Sieve and Hydrometer (ASTM D422)	\$ 200.00
Hydrometer only (ASTM D422)	\$ 100.00
Atterberg Limits (ASTM D4318)	\$ 110.00
Nonplastic	\$ 75.00
Specific Gravity, Fine Material (ASTM D854)	\$ 75.00
Specific Gravity, Coarse Material (ASTM C-127)	\$ 65.00
Percent of Fracture (ASTM D5821)	\$ 45.00
Sand Equivalent (AASHTO T 176, ASTM D-2419)	\$ 70.00
Compaction (ASTM D1557/D698, Methods A, B and C, AASHTO T-180)	
4 points	\$ 175.00
Direct Shear (ASTM D3080)	
3 points	\$ 400.00
R-Value (ASTM D2844, Idaho T-8)	\$ 400.00
Consolidation (ASTM D2435)	
With 2 timed load increments	\$ 400.00
Permeability	
Constant or falling head in rigid wall permeameter (ASTM D 2434, D 5856)**	\$ 325.00
In triaxial cell with back pressure saturation (ASTM D 5084)**	\$ 700.00
One-Dimensional Swell (ASTM D4546)	
Method A**	\$ 400.00
Method B**	\$ 400.00
Method C**	\$ 650.00
Triaxial Compression	
Unconfined Comp. - UC (ASTM D2166)	\$ 130.00
Unconsolidated Undrained - UU (ASTM D2850)**	\$ 250.00
Triaxial Unconsolidated Undrained (back pressure saturation)**	\$ 480.00
Consolidated Undrained (ASTM D4767) with pore press. meas. - CU/S/P**	\$ 600.00
Consolidated Drained - CD**	\$ 650.00
Consolidated Undrained or Consolidated Drained (3 points)**	\$ 1,500.00
CBR with 4 point Proctor (ASTM D1883)	\$ 500.00
Rock Point Load Index Test (ASTM D5731)	\$ 35.00
Unconfined compressive strength of rock cores (ASTM D7012)	\$ 45.00
High Strength Grout Cubes (ASTM C109)	\$ 25.00
Compressive Strength of Drilled Concrete Core (ASTM C 42)	\$ 45.00

Other tests charged at negotiated rates

*Increase unit prices by 20 percent – 50 percent for contaminated samples.

** Conducted in our Redmond Laboratory, additional shipping charges may apply.

All rates are subject to change upon notification.

From: [Olsen, Ryan J](#)
To: [Larry White](#)
Cc: [Jeff Jones](#); [Jennifer Hupp](#)
Subject: RE: Ustick and Cleveland Intersection - Terracon Agreement
Date: Monday, July 20, 2020 5:27:09 PM

Hi Larry.

We estimate our cost for the additional perc test and piezometer to be in the range of about \$4,000 to \$4,100. Haztech thinks that the additional piezometer and percolation test borings will push the drilling into a third day. That means additional mobilization and equipment charges for the drilling and traffic control subs and for our field engineer, which made the cost more than it otherwise would have been. Please let me know if you need anything else.

Haztech is working on setting the scheduling the drilling. They let me know that they currently have a large backlog, so the drilling likely won't be for several weeks, unless they get a cancelation. I will let you know the drilling dates once I have them.

Thanks.

Ryan

Ryan J. Olsen, P.E.

Geotechnical Department Manager | Boise, Idaho

Terracon Consultants, Inc.

11849 West Executive Drive Suite G | Boise, Idaho 83713

D (208) 387 2938 | O (208) 323-9520 | F (208) 323-9592

rjolsen@terracon.com | www.terracon.com

From: Larry White <Larry.White@sixmile.com>
Sent: Monday, July 20, 2020 11:53 AM
To: Olsen, Ryan J <Ryan.Olsen@terracon.com>
Cc: Jeff Jones <Jeff.Jones@sixmile.com>; Jennifer Hupp <Jennifer.Hupp@sixmile.com>
Subject: RE: Ustick and Cleveland Intersection - Terracon Agreement

Hi Ryan,

We would like to have three piezometers at the locations shown on the attached pdf, with a perc test at each location. Please let us know the additional cost of this work (ballpark not-to-exceed) so that we can discuss with the City.

Thanks,

Larry J. White, P.E.



SIX MILE ENGINEERING, PA

704 E. United Heritage Court, Suite 204

Meridian, ID 83642 • 208-378-0654

From: Olsen, Ryan J <Ryan.Olsen@terracon.com>

Sent: Friday, July 17, 2020 9:15 AM
To: Larry White <Larry.White@sixmile.com>
Cc: Jeff Jones <Jeff.Jones@sixmile.com>; Jennifer Hupp <Jennifer.Hupp@sixmile.com>
Subject: RE: Ustick and Cleveland Intersection - Terracon Agreement

Hi Larry.
Could you please let us know the preferred locations for the two piezometers and percolation tests?
Thanks!
Ryan

Ryan J. Olsen, P.E.
Geotechnical Department Manager | Boise, Idaho
Terracon Consultants, Inc.
11849 West Executive Drive Suite G | Boise, Idaho 83713
D (208) 387 2938 | O (208) 323-9520 | F (208) 323-9592
rjolsen@terracon.com | www.terracon.com

From: Larry White <Larry.White@sixmile.com>
Sent: Thursday, July 16, 2020 4:36 PM
To: Olsen, Ryan J <Ryan.Olsen@terracon.com>
Cc: Jeff Jones <Jeff.Jones@sixmile.com>; Jennifer Hupp <Jennifer.Hupp@sixmile.com>
Subject: Ustick and Cleveland Intersection - Terracon Agreement

Hi Ryan,

Attached is the subconsultant agreement that we discussed yesterday. Please consider this your NTP and plan on drilling for the pavement design and piezometers as soon as you can. We may not need drilling for the walls at the east end because GeoEngineers may have already done that work. We will let you know.

Thanks again,

Larry J. White, P.E.

 **SIX MILE ENGINEERING, PA**
704 E. United Heritage Court, Suite 204
Meridian, ID 83642 • 208-378-0654

Terracon provides environmental, facilities, geotechnical, and materials consulting engineering services delivered with responsiveness, resourcefulness, and reliability.

Private and confidential as detailed here (www.terracon.com/disclaimer). If you cannot access the hyperlink, please e-mail sender.

Economic Development Activity Report
September 2020
Steve Fultz

Current Projects

North Ranch...Continue working with developers considering a mixed-use site (commercial and industrial) in the current UR district.

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

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 Eos...new lead from Idaho Commerce. Site visit in September (North Ranch area)

Project Robin...site visit in September...considering sites in North Ranch and Sky Ranch area

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

Wolff Development...working with this group on former Van Auken site on Challenger Way...issues on airport land lease for prospective client to their new 87,000 sq. ft. building

Project Kay...new industrial lead from Oregon considering site in Caldwell. Working with their contractor and financial institution on the project

Project West Coast Can...project considering site in North Ranch...substantial investment and job creation for Caldwell

Proposed North Caldwell Allocation area...submitted several large leads from Commerce and BVEP to sites that are within the proposed North Caldwell allocation area. Also, meeting/site visit from commercial real estate broker at site.

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...continue 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
September 2020
Steven Jenkins

Current Projects

Public Art: Met with the City of Boise's Public Art team to discuss public art policies. Plans are continuing to move forward for the City of Caldwell to establish a public art program.

Rocky Mountain Companies: C-store will be moving forward with plans to develop on 1.6 acres at 21st Ave. and Chicago St.

Project Up: Development Company is under contract to purchase 12 acres in the Sky Ranch Business Center. They are looking at building three speculation buildings on the site, totaling 171,825 SF.

Project Renew: Local company that focuses on renewable products. They have a site in Ada County but are looking to add another location in Canyon County. They are seeking 40 acres and will be hiring about 30 employees.

Neighborworks: Meeting with CEO, Bud Compher, regarding land in the Sky Ranch area for the development of a pocket park neighborhood. Neighborworks understands the need for affordable workforce housing options in the area and would like to support the growing base of employees within the Sky Ranch Business Center.

Project Q: Fast casual restaurant group is looking for a Caldwell location. Owner would like to find a site by Q1 of 2021. They are highly interested in the North Ranch/Sky Ranch area.

Project Gator: Fast casual restaurant visited Caldwell to look for a site. They have identified a location downtown and are discussing lease terms with the real estate agent and building owner.

Project Master: Local retailer considering Caldwell for their next location. They focus on desserts and are considering locations near the Downtown core.

Expedition League: Discussions are ongoing regarding the use of Wolfe Field...City staff and community partners are continuing to work with Expedition League representatives for the creation of a team in Caldwell.

Extreme Pizza: They will be opening this month. This will be their second location in the state of Idaho.

MEMORANDUM

TO: Caldwell Urban Renewal Agency

Meeting Date October 12, 2020



AGENDA ITEM INFORMATION

SUBJECT:		<i>Department Submittals</i>	<i>X to mark</i>	<i>Initials</i>
<i>PSA for subject property located at: 5221 E. Linden Street (8.216 acres)</i>		Building Department		
		CDBG		
		Clerk		
		City Attorney		
		Finance Department		
		Human Resources		
		Planning & Zoning		
		Fire Department		
		Police Department		
		Public Works		
		Street Department		
		Water Department		
		WWTP		
		Engineering		
		Mapping		
COST IMPACT:		Parks and Recreation		
FUNDING SOURCE:		Airport		
		Information Systems		
TIMELINE:		Golf Course		
		OTHER: URA Secretary		

SUMMARY STATEMENT:

- The subject property will have no access off E. Linden St. and will only be accessible from KCID Rd. Additional development to the south will need a cross-access agreement for admittance to the area.
- The site will require landscaping improvements including a large berm, matching Capitol Distributing.
- The subject property will be responsible for roadway improvements to the south, which include a right turn lane at the intersection of KCID Rd. and E. Linden St.
- Although the frontage improvements (curb, gutter, and sidewalk) along KCID Rd and E. Linden St. may be completed in phases, the site requires extensive infrastructure upgrades.
- Sewer will need to be extended from E. Linden St. north to KCID Rd. to serve the northern portion of the property.
- Each building on the property will require its own services.
- Caldwell Municipal Irrigation will need to be connected to the site from the northern subdivision
- A hydrant will be required on the site
- The subject property is responsible for 25% of the A-drain improvements on the western side of the site once E. Linden St. is expanded. Monies will be paid to the city in lieu of construction.
- A recent 2020 appraisal conducted in the vicinity identifies a similar cost per square foot.

RECOMMENDED ACTION:

Due to the vast improvements required at the site, the economic development team recommends that the land be sold at \$2/ft.

RESOLUTION NO. 2020- _____

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF CALDWELL, IDAHO FOR APPROVAL OF THE PURCHASE AND SALE AGREEMENT OF 5221 E. LINDEN STREET CONSISTING OF APPROXIMATELY 8.216 ACRES AT \$2/FT.

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 the Agreement as set forth in full.

Section 2: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

ADOPTED AND APPROVED THIS _____ day of _____, 20_____

CHAIRMAN

ATTEST:

SECRETARY

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (“Agreement”), dated this ____ day of October, 2020, is made by and between The Urban Renewal Agency of City of Caldwell, Idaho, an independent public body corporate and politic of 411 Blaine St., Caldwell, Idaho 83605 (“Seller”) and Ideal Demolition Services, LLC, an Idaho limited liability company of 2473 W. Success Way, Emmett, Idaho 83617, its nominee or assigns (“Buyer”).

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

1.1 “Property” means: That certain real property located in Caldwell, Idaho, consisting of approximately 8.216 acres generally depicted on **Exhibit A** and more particularly described on **Exhibit B**, attached hereto and incorporated herein by this reference. “Property” shall include all tangible and intangible personal property exclusively associated with the real property depicted and described on **Exhibits A** and **B**, including without limitation, warranties, guaranties, and other assurances of performance, governmental licenses, permits, and approvals, and water and irrigation rights of any kind.

1.2 “Closing Agent” means Pioneer Title Co. of Canyon County, 610 S. Kimball Ave., Caldwell, Idaho 83605; Telephone No. (208) 459-1651; Facsimile No. (208) 459-6635.

1.3 “Closing” means such time as Closing Agent is in receipt of all Seller’s Closing Deliveries (as defined in Section 9.1 below) and Buyer’s Closing Deliveries (as defined in Section 9.2 below) and is able to and does comply with Seller’s and Buyer’s Closing instructions. Closing shall occur as set forth in Section 6 below, unless otherwise agreed to in writing by each party hereto.

1.4 “Effective Date” means the first date on which this Agreement has been signed by both Buyer and Seller.

2. Purchase and Sale. In consideration of the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer agrees to purchase from Seller and Seller agrees to sell to Buyer all of Seller’s interest in the Property on the terms and conditions set forth in this Agreement.

3. Purchase Price. The purchase price for the Property is to be determined, and may be adjusted by, the actual square feet of the Property multiplied by Two Dollars and 00/100 (\$2.00). Buyer may obtain a survey of the Property prior to Closing for purposes of establishing the Purchase Price. If Buyer chooses not to do so, the Purchase Price shall be \$715,777.92.

3.1 Earnest Money. Buyer shall deposit with Closing Agent on or before five (5) days following the Effective Date, earnest money in the sum of Ten Thousand and No/100 Dollars (\$10,000.00) in cash or other immediately available funds. The Earnest Money shall be applied to the Purchase Price for Buyer at Closing.

3.2 Refund of Earnest Money. The Earnest Money is non-refundable to Buyer, except in the event that Buyer terminates this Agreement as permitted under Sections 4.2, 5.3, 6.2, 11.1 or 14 below. The provisions of this Section 3.2, with respect to return of the Earnest Money, shall survive the termination of this Agreement.

3.3 Balance of Purchase Price. Subject to the terms and conditions set forth in this Agreement, on or before Closing, Buyer shall deposit with Closing Agent in cash or other immediately available funds the Purchase Price, less the Earnest Money, plus any applicable Closing costs or fees calculated or estimated by the Closing Agent.

3.4 Buyer's Additional Consideration:

(a) Urban Renewal Incentive and Restriction on Speculation: The Buyer agrees and acknowledges that this transaction is entered into by Seller for the purposes set forth in its urban renewal plan and the Idaho Urban Renewal Law of 1965 and to foster the economic development of the City of Caldwell. Therefore, the Subject Property, nor any portion thereof, can be sold by Buyer for the primary purpose of land speculation.

(b) Proposed Use: Buyer intends to develop approximately 4 acres of the Subject Property for use as corporate office and shop/inside storage area for its demolition business ("Proposed Use"). The first phase of the Proposed Use shall include construction of a corporate office approximately 5,000 square feet in size and a shop/inside storage area approximately 15,000 square feet in size. Buyer will relocate current employees, approximately 27 in number, to the Property.

(c) Proposed Use Development Timeline: Buyer covenants and agrees that it will, within eighteen (18) months of Closing and, prior to any sale of any portion of the Property without the consent of Seller, complete in good faith the construct of the Proposed Use.

(d) Additional Development: Following development of the Proposed Use, Buyer intends to develop the remainder of the Subject Property, approximately 4.2 acres, for similar uses that it will sell or lease ("Additional Development"). The Additional Development shall include buildings appropriate for permitted or approved special uses within the applicable zone totaling no less than 20,000 square feet in size.

(e) Additional Development Timeline: Buyer covenants and agrees that it will, within four (4) years of Closing and, prior to any sale of any portion of the Property without the consent of Seller, complete in good faith the construct of the Proposed Use.

(f) Restriction on Buyer's Sale of Unimproved Ground: Buyer shall not sell any portion of the Property prior to completing construction of the Proposed Use and Additional Development without the written consent of the Seller.

(g) Seller's Right of Repurchase: Notwithstanding any other provision of this Agreement, including any limitation of Seller's default remedies, Buyer agrees that if it fails to timely complete construction of the Proposed Use and Additional Development as required in this Agreement, Seller shall have the continuing right to buy back the Property, or any portion thereof, for the per square foot price paid by Buyer. Further, if construction, once commenced, is not diligently pursued to completion, Seller shall have the continuing option to buy back the Property for the per square foot price paid by Buyer plus the fair value of any construction.

The foregoing covenants and obligations of Buyer shall survive Closing.

4. Title Matters.

4.1 Commitment. On or before five (5) days following the Effective Date, Seller shall request Closing Agent to prepare 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 Buyer, or its nominee or assign, in the face amount of the Purchase Price, with legible copies of Seller's vesting deed and all exceptions to title identified in the Commitment ("Title Policy").

4.2 Objection Notice.

(a) On or before seven (7) days following receipt of the Commitment, Buyer shall notify Seller in writing of any title matters disclosed in the Commitment to which Buyer objects in its reasonable discretion ("Buyer's Objection Notice"). On or before three (3) days following the date of Seller's receipt of Buyer's Objection Notice, Seller may notify Buyer in writing whether Seller will cure any of the title matters objected to by Buyer in Buyer's Objection Notice ("Seller's Cure Notice"). If Seller notifies Buyer in writing that Seller will cure any of the title matters objected to in Buyer's Objection Notice, Seller shall cure such title matters on or before Closing and the cure of such title matters shall become a Buyer's Condition to Close (as defined in Section 6.2 below). If Seller notifies Buyer in writing that Seller will *not* cure any of the title matters objected to in Buyer's Objection Notice, Buyer shall notify Seller in writing ("Buyer's Acceptance/Rejection Notice") whether it accepts or rejects such title matters on or before three (3) days following the date of receipt of Seller's Cure Notice. If Buyer's Acceptance/Rejection Notice accepts any of the title matters objected to in Buyer's Objection

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

(b) If Buyer does not timely provide Buyer's Objection Notice, Buyer shall be deemed to have waived any objection to title matters under this Section 4. If Seller does not timely provide Seller's Cure Notice to Buyer, Seller shall be deemed to have notified Buyer that it will not cure the title matters objected to by Buyer. If Buyer does not timely provide Buyer's Acceptance/Rejection Notice, Buyer shall be deemed to have accepted all title matters objected to in Buyer's Objection Notice that Seller will not cure.

5. Due Diligence.

5.1 Due Diligence Review. Buyer, 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.

5.2 Restrictions. Notwithstanding any other provision hereunder, if Buyer desires to enter onto the Property or contact any tenants or their representatives, Buyer shall give Seller reasonable prior notice thereof.

5.3 Due Diligence Review Approval/Disapproval. On or before the expiration of the Due Diligence Period, Buyer shall notify Seller in writing of its approval or disapproval of the Due Diligence Review. If Buyer does not notify Seller in writing of its approval of the Due Diligence Review on or before the expiration of the Due Diligence Period, this Agreement shall terminate and Buyer shall receive a full refund of its Earnest Money. If Buyer chooses to proceed to Closing, Buyer shall accept the Property in an "AS IS, WHERE IS" condition, subject only to the express warranties of Seller set forth in this Agreement.

6. Closing.

6.1 Seller's Conditions to Close. The conditions precedent to Closing (collectively, "Seller's Conditions to Close" or singly, "Seller's Condition to Close") set forth in this Section 6.1 must each be fully satisfied or waived by Seller in its sole discretion before Seller is obligated to sell the Property. Seller's Conditions to Close are for Seller's sole benefit and may be waived only by Seller. All of Seller's Conditions to Close must be satisfied as of Closing and any earlier date as provided in this Section 6.1. Provided, however, that if any of Seller's Conditions to Close are unsatisfied on the date of Closing or such earlier date, Seller may waive such remaining Seller's Condition to Close in writing and proceed to Closing. Notwithstanding any other provision hereunder, if any of Seller's Conditions to Close are not satisfied as of Closing or any earlier date

provided in this Section 6.1 and if Seller does not waive such unsatisfied Seller's Condition to Close in writing, this Agreement shall terminate. Seller's Conditions to Close are as follows:

- (a) Closing Agent is prepared to deliver the full Purchase Price to Seller; and
- (b) Closing Agent has received fully-executed originals of all Buyer's Closing Deliveries on the date of Closing; and
- (b) Buyer's representations and warranties set forth herein are true and accurate in every material respect.

6.2 Buyer's Conditions to Close. The conditions precedent to Closing (collectively, "Buyer's Conditions to Close" or singly, "Buyer's Condition to Close") set forth in this Section 6.2 must each be fully satisfied or waived by Buyer in its sole discretion before Buyer is obligated to purchase the Property. Buyer's Conditions to Close are for Buyer's sole benefit and may be waived only by Buyer. All of Buyer's Conditions to Close must be satisfied as of Closing and any earlier date as provided in this Section 6.2; provided, however, that if any of Buyer's Conditions to Close are unsatisfied on the date of Closing or such earlier date, Buyer may waive such remaining Buyer's Condition to Close in writing and proceed to Closing. Notwithstanding any other provision hereunder, if any of Buyer's Conditions to Close are not satisfied as of Closing or any earlier date provided in this Section 6.2 and Buyer does not waive such unsatisfied Buyer's Condition to Close in writing, this Agreement shall terminate. Buyer's Conditions to Close are as follows:

- (a) Closing Agent has received fully-executed originals of all Seller's Closing Deliveries on the date of Closing;
- (b) Seller's representations and warranties set forth herein are true and accurate in every material respect; and
- (c) The Closing Agent is prepared to issue to Buyer an owner's policy of title insurance consistent with the Title Policy, subject to all title matters accepted by Buyer pursuant to Section 4.

6.3 Date of Closing. Except as otherwise provided hereunder, Closing shall occur in the office of Closing Agent no later than 10 days following Buyer's written acceptance of its Due Diligence pursuant to Section 5.

6.4 Possession. Possession of the Property shall be delivered by Seller to Buyer as of Closing.

7. Prorations. At or prior to Closing, Seller 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.

8. 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 pay the following costs:

8.1 Seller's Closing Costs. Seller shall pay:

- (a) one-half of Closing Agent's fee;
- (b) the premium for the standard coverage portion of the Title Policy;
- (c) one-half of recording fees for sale documents;
- (d) any excise, transfer, sales, use or similar taxes resulting from the conveyance of the Property, or any portion thereof; and
- (e) Seller's legal counsel fees.

8.2 Buyer's Closing Costs. Buyer shall pay:

- (a) Buyer's legal counsel fees;
- (b) the cost of any Due Diligence inspections obtained by Buyer;
- (c) any additional premium for extended coverage or endorsements to the Title Policy;
- (d) one half of Closing Agent's fee; and
- (e) one-half of recording fees for sale documents.

8.3 Other Closing Costs. Any other costs associated with Closing not specifically provided for herein shall be divided between Seller and Buyer in accordance with local custom and practice in the county in which the Property is located.

9. Closing Deliveries.

9.1 Seller's Closing Deliveries. On or before the date of Closing, Seller shall deposit with Closing Agent Seller's executed originals of the following documents ("Seller's Closing Deliveries") conforming to the terms and conditions of this Agreement:

- (a) a duly acknowledged and recordable warranty deed ("Warranty Deed"); and
- (b) Seller's Closing instructions, if any.

9.2 Buyer's Closing Deliveries. On or before the date of Closing, Buyer shall deposit with Closing Agent the funds and Buyer's executed originals of the following documents ("Buyer's Closing Deliveries") conforming to the terms and conditions of this Agreement:

- (a) the balance of the Purchase Price pursuant to Section 3 above; and
- (b) Buyer's Closing instructions, if any.

10. Management and Care of Property Pending Closing. From the Effective Date until the expiration of the Due Diligence Period, Seller shall not enter into any agreements materially affecting the Property without disclosure thereof to Buyer. After the expiration of the Due Diligence Period and if Buyer intends to proceed to Closing, Seller shall not enter into any agreements materially affecting the Property without Buyer's prior consent thereto.

11. Default.

11.1 Seller's Default.

(a) Notwithstanding any provision otherwise provided in this Agreement to the contrary, upon Seller's uncured default or breach of any terms or conditions hereunder prior to Closing, Buyer may do either of the following as its sole remedy: (i) terminate its obligation to further perform under this Agreement by delivering notice thereof to Seller; or (ii) force Seller to consummate the transaction contemplated herein by commencing legal action for specific performance of Seller's obligations under this Agreement.

(b) As a condition precedent to the effective exercise of Buyer's option to terminate its obligation to further perform hereunder or take other action pursuant to this Section 11.1, Buyer shall give Seller notice of the alleged default or breach of Seller. Seller shall have a period of five (5) business days following receipt of such notice to cure the alleged default or breach to Buyer's reasonable satisfaction, and to thereby cure the default or breach. Notwithstanding the foregoing, this Section 11.1 shall not extend the date of Closing.

11.2 Buyer's Default.

(a) Notwithstanding any provision in this Agreement to the contrary, if the sale and purchase of the Property contemplated by this Agreement is not consummated because of the Buyer's uncured breach or default of any terms or conditions hereunder, Seller as its sole and exclusive remedy may terminate this Agreement by delivering notice thereof to Buyer and retain any Earnest Money deposited with Closing Agent as liquidated damages. The parties hereto expressly agree and acknowledge that Seller's actual damages in the event of a default by Buyer would be extremely difficult or impracticable to ascertain, and that the amount of the Earnest Money represents the parties' reasonable estimate of such damages. The parties hereto expressly agree and acknowledge that the payment of such amount as liquidated damages is not intended as a forfeiture or penalty, but is intended to constitute liquidated damages to Seller. The provisions of this Section 11.2, with respect to refund of the Earnest Money, shall survive the termination of this Agreement.

(b) As a condition precedent to the effective exercise of Seller's option to terminate this Agreement or take other action pursuant to this Section 11.2, Seller shall give Buyer written notice of the alleged default or breach of Buyer. Buyer shall have a period of five (5) business days following receipt of such notice to cure the alleged default or breach to Seller's reasonable satisfaction, and to thereby cure the default or breach. Notwithstanding the foregoing, this Section 11.2 shall not extend the date of Closing.

12. Seller's Representations. Seller hereby represents to Buyer as follows:

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

12.2 Authority. This Agreement constitutes the legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its respective terms. Seller 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 Seller hereunder. There are no actions, suits, proceedings, or investigations pending or threatened against Seller which question the validity or enforceability of the transaction contemplated herein. The execution, delivery, or performance of this Agreement by Seller, the consummation by Seller 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 Seller; 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 Seller is a party.

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

12.4 Parties in Possession. Seller is not aware of any parties in possession, or with a right of possession, of the Property, and there are no other agreements or contracts, whether written or oral, for the lease, mortgage or purchase of the Property or any portion thereof except those current tenants identified by Seller.

12.5 Taxes. Seller 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.

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

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

12.8 Violations. Seller 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.

13. Buyer's Representations. Buyer hereby represents to Seller, as follows:

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

13.2 Authority. This Agreement constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its respective terms. Buyer 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 Buyer hereunder. There are no actions, suits, proceedings, or investigations pending or threatened against Buyer which question the validity or enforceability of the transaction contemplated herein. None of the execution, delivery, or performance of this Agreement by Buyer, the consummation by Buyer 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 Buyer; (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 Buyer is a party.

13.2 **Property Condition.** Buyer agrees to accept the Property in an “AS IS, WHERE IS” condition, subject only to the express warranties of Seller set forth in this Agreement.

14. **Condemnation.** Notwithstanding any other provision hereunder, if prior to Closing any material portion of the Property is taken by eminent domain, Seller shall give Buyer prompt written notice of any such taking and Buyer may terminate this Agreement by delivering notice thereof to Seller not later than one (1) business days following Buyer’s receipt of Seller’s notice. If Buyer does not so terminate this Agreement, Buyer and Seller shall proceed to Closing pursuant to the terms of this Agreement without reduction to the Purchase Price; provided, however, that Seller at Closing shall assign and turn over to Buyer any awards received by Seller with respect to such taking.

15. **Tax-Free Exchange.** Buyer may acquire or Seller may sell the Property through a tax-free exchange under IRC Section 1031. In connection therewith, each party hereto agrees to execute such documents as are reasonably necessary or appropriate and to otherwise cooperate with the other to effectuate such exchange; provided, however, that the other party and its representatives shall have a reasonable opportunity to review such documents prior to Closing and shall bear no liability or expense for such exchange. Each party hereto hereby indemnifies and holds the other free and harmless from any liability (including but not limited to the tax ramification to the other of such tax-free exchange) arising by reason of performing the acts required hereby to effectuate such exchange, except insofar as any such liability is attributable to the failure of the other to perform as required hereunder. No party hereto shall be required to take title or otherwise assume any liability with respect to any like-kind property to be exchanged with the Property.

16. **Representation and Commissions.** The parties represent to each other that they have not engaged the services of any real estate professional that is entitled to be paid a commission or other fee in connection with this transaction. Seller hereby agrees to defend, indemnify and hold Buyer harmless from any and all loss, cost or expense from any claim for fees or commissions made by any agent, broker or firm engaged by Seller in connection with the Property or this transaction. Buyer hereby agrees to defend, indemnify and hold Seller harmless from any and all loss, cost or expense from any claim for fees or commissions made by any agent, broker or firm engaged by Buyer in connection with the Property or this transaction.

17. **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.

Seller: 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

Buyer: Ideal Demolition Services, LLC
2473 W. Success Way
Emmett, Idaho 83617
Fax: (208) 365-4915 _____
Email: _____

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

19. Survival. Except as otherwise expressly provided herein, the provisions of this Agreement and the representations, warranties, and the indemnity agreements set forth herein shall not survive any termination of this Agreement or Closing and shall merge into any deed delivered and accepted upon Closing.

20. 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.

21. 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.

22. 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.

23. 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.
24. 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.
25. Amendment. This Agreement may only be amended and modified by a writing executed by Buyer and Seller.
26. Governing Law. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Idaho.
27. Interpretation. Whenever the context so requires, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders, and the word "person" shall be construed to include a natural person, a corporation, a firm, a partnership, a joint venture, a trust, an estate, or any other entity. This Agreement shall be interpreted and construed only by the contents hereof, and there shall be no presumption or standard of construction in favor of or against either Seller or Buyer. The words "herein," "hereof," "hereunder," and other similar compounds of the word "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision or section.
28. 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.
29. Time is of Essence. Time is expressly made of the essence of all the provisions of this Agreement.
30. 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.
31. Further Assurances. Each party hereto shall execute all instruments and documents and take all actions as may be reasonably required to effectuate this Agreement.
32. 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.

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

34. Joint and Several Obligations. In the event any party hereto is composed of more than one person, the obligations of such parties shall be joint and several.

35. 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.

SELLER:

BUYER:

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

Ideal Demolition Services, LLC

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

EXHIBIT A

DEPICTION OF THE PROPERTY

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

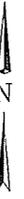
RECORD OF SURVEY

A PORTION OF THE SE 1/4 SE 1/4 OF SECTION 25,
TOWNSHIP 4 NORTH, RANGE 3 WEST, BOISE MERIDIAN,
CANYON COUNTY, IDAHO

2018-021837
RECORDED
05/22/2018 08:30 AM



CHRIS YAMAMOTO
CANYON COUNTY RECORDER
PART EXHIBIT 1
SURVEY
SPRINKLER LAND SURVEY



0' 60' 120'
Scale: 1" = 60'

LEGEND

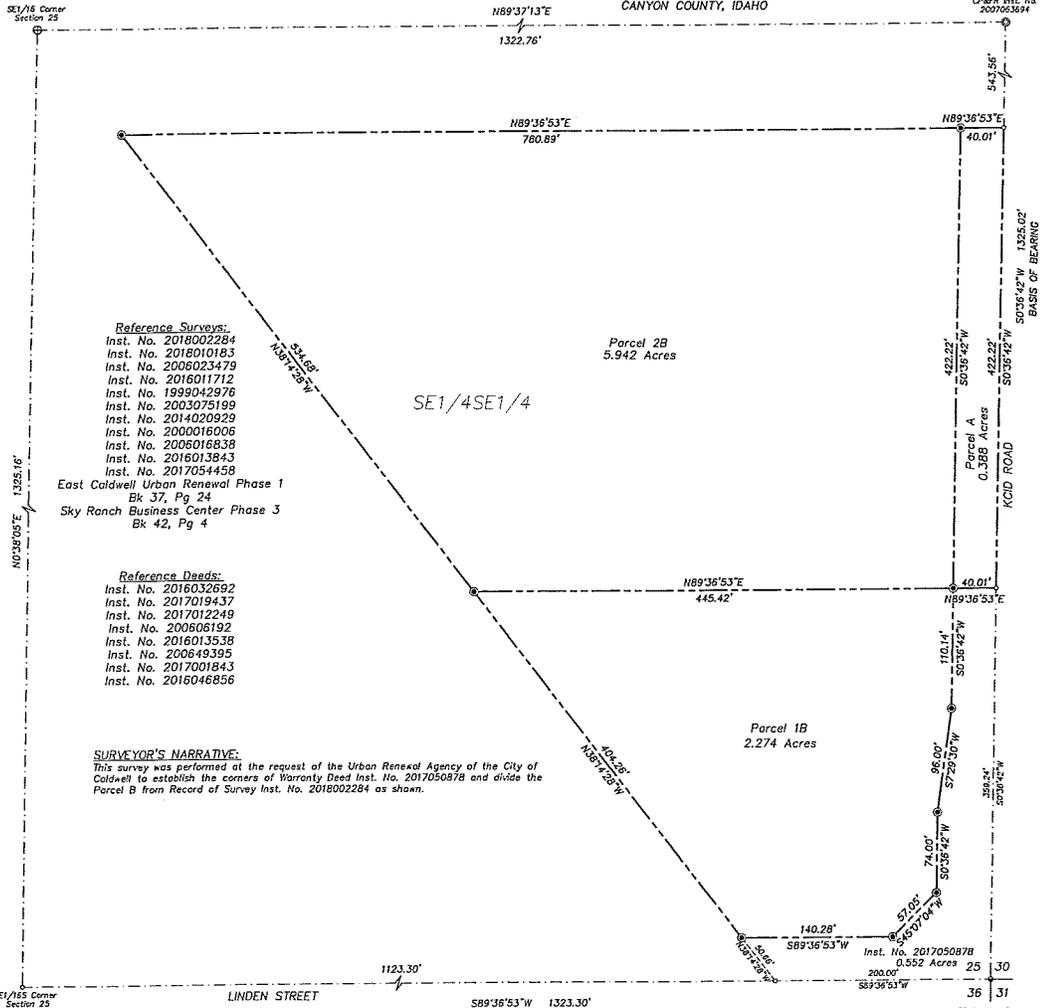
- ① ALUMINUM CAP MONUMENT - FOUND
- ② 5/8" REBAR - FOUND
- ③ 5/8" x 30" REBAR - SET
- MAGNAIL - FOUND
- CALCULATED POINT
- PROPERTY BOUNDARY LINE
- - - SECTION/ALLOTMENT PART LINE

CERTIFICATION
I, Thomas J. Welford, do hereby certify that I am a Professional Land Surveyor, licensed by the State of Idaho, and that this map has been prepared from an actual survey made on the ground under my direct supervision, that this map is an accurate representation of said survey, and that it is in conformity with the Corner Perpetuation Act, Idaho Code 55-1601 through 55-1612.



INDEX No. 434-25-2-2-0-00-00
SURVEY FOR: **URBAN RENEWAL AGENCY
OF THE CITY OF CALDWELL**

Drawn By: SLW	Skinner Land Survey
Date: May 16, 2018	Precision Land Surveyors, P.C. 81651 Upper Pleasant Ridge Rd. Caldwell, Idaho 83807 (208) - 464-0838
Surveyed By: TJW	WWW.SKINNERLANDSURVEY.COM
Job No. MY0618	



SE 1/4 Corner
Section 25
CPM# 2000033332
Found oriented " in
concrete marker's color

SE Section Corner
Section 25
CPM# Inst. No.
2008023883



Thomas J. Wellard, PLS
Rodney Clark, PE

May 21, 2018

Legal Description for
Urban Renewal Agency of the City of Caldwell
Job No. MY0618

Parcel A

This parcel is a portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 25 in Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the Southeast corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, (SE Section Corner, Section 25), a found magnail;

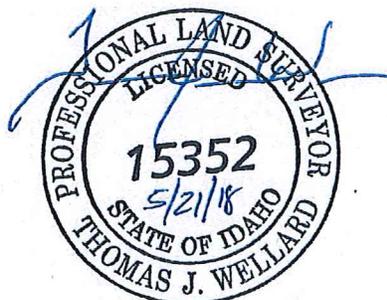
thence North 00° 36' 42" East along the East boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ a distance of 359.24 feet to the **TRUE POINT OF BEGINNING**;

thence South 89° 36' 53" West, parallel with the South boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, a distance of 40.01 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence North 00° 36' 42" East, parallel with the East boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, a distance of 422.22 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence North 89° 36' 53" East, parallel with the South boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, a distance of 40.01 feet to a point on the East boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$;

thence South 00° 36' 42" West along said East boundary a distance of 422.22 feet to the **TRUE POINT OF BEGINNING**, said parcel being 0.388 acres more or less, and being subject to any and all easements and rights-of-way of record or implied.





Thomas J. Wellard, PLS
Rodney Clark, PE



May 21, 2018

Legal Description for
Urban Renewal Agency of the City of Caldwell
Job No. MY0618

Parcel 1B

This parcel is a portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 25 in Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the Southeast corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, (SE Section Corner, Section 25), a found magnail;

thence North 00° 36' 42" East along the East boundary of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ a distance of 359.24 feet;

thence South 89° 36' 53" West, parallel with the South boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, a distance of 40.01 feet to the **TRUE POINT OF BEGINNING**, a 5/8 x 30 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence South 00° 36' 42" West, parallel with and forty feet west of the East boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, a distance of 110.14 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence South 07° 29' 30" West a distance of 96.00 feet to a point on a line that that lies 51.50 feet west of the East boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, a 5/8 x 30 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence South 00° 36' 42" West along said line a distance of 74.00 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence South 45° 07' 04" West a distance of 57.05 feet to a point on a line that lies 40.00 feet North of the South boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, a 5/8 x 30 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence South 89° 36' 53" West, along said line parallel with the South boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, a distance of 140.28 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence North 38° 14' 28" West a distance of 404.26 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence North 89° 36' 53" East, parallel with the South boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, a distance of 445.42 feet to the **TRUE POINT OF BEGINNING**, said parcel being 2.274 acres more or less, and being subject to any and all easements and rights-of-way of record or implied.



Thomas J. Wellard, PLS
Rodney Clark, PE

May 21, 2018

Legal Description for
Urban Renewal Agency of the City of Caldwell
Job No. MY0618

Parcel 2B

This parcel is a portion of the SE ¼ SE ¼ of Section 25 in Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

COMMENCING at the Southeast corner of the SE ¼ SE ¼, (SE Section Corner, Section 25), a found magnail;

thence North 00° 36' 42" East along the East boundary of said SE ¼ SE ¼ a distance of 359.24 feet;

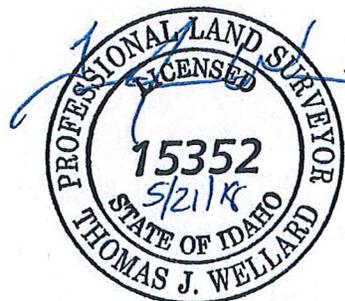
thence South 89° 36' 53" West, parallel with the South boundary of the SE ¼ SE ¼, a distance of 40.01 feet to the **TRUE POINT OF BEGINNING**, a 5/8 x 30 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence continuing South 89° 36' 53" West, parallel with the South boundary of the SE ¼ SE ¼, a distance of 445.42 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence North 38° 14' 28" West a distance of 534.68 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence North 89° 36' 53" East, parallel with the South boundary of the SE ¼ SE ¼, a distance of 780.89 feet to a point on a line that lies forty feet west of the East boundary of the SE ¼ SE ¼, a 5/8 x 30 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence South 00° 36' 42" West, parallel with and forty feet west of the East boundary of the SE ¼ SE ¼, a distance of 422.22 feet to the **TRUE POINT OF BEGINNING**, said parcel being 5.942 acres more or less, and being subject to any and all easements and rights-of-way of record or implied.



RESOLUTION NO. 2020- _____

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF CALDWELL, IDAHO AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO AGREEMENT TO NEGOTIATE EXCLUSIVELY WITH deCHASE DEVELOPMENT SERVICES, LLC, DOING BUSINESS AS DeCHASE MIKSIS.

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 the Agreement as set forth in full.

Section 2: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

ADOPTED AND APPROVED THIS 13th day of October, 2020.

CHAIRMAN

ATTEST:

SECRETARY

**FIRST AMENDMENT TO
AGREEMENT TO NEGOTIATE EXCLUSIVELY**

THIS FIRST AMENDMENT TO AGREEMENT TO NEGOTIATE EXCLUSIVELY (this "**First Amendment**") is made effective September _____, 2020, between the Urban Renewal Agency of Caldwell, Idaho, a public body, corporate and politic, organized pursuant to the Idaho Urban Renewal Law, Title 50, Chapter 20, Idaho Code as amended ("**Agency**"), and deChase Development Services, LLC, an Oregon limited liability company ("**Developer**");

RECITALS:

- A. Agency and Developer entered into that certain Agreement to Negotiate Exclusively dated effective May 11, 2020 (the "**Agreement**"), for the purpose of analyzing and negotiating development for the Site as defined in the Agreement.
- B. Agency and Developer agree it is in the best interest of the Agency and Developer to extend the Termination Date for an additional 120 days on the terms and conditions set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing Recitals, the agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agency and Developer hereby agree as follows:

1. **Defined Terms:** All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.
2. **Amendment to Section 102:** Section 102 shall be amended to extend and define the Termination Date as Friday, February 5, 2021.
3. **Counterparts:** This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.
4. **Ratification:** Except as amended by this First Amendment, the Agreement is hereby ratified and confirmed and all other terms, provisions and conditions of the Agreement shall remain in full force and effect, unaltered, unwaived and unchanged by this First Amendment. **[end of text]**

EXECUTED as of the date first above written.

AGENCY:

**URBAN RENEWAL AGENCY OF THE CITY OF
CALDWELL, IDAHO**

By: _____
Robert M. Hooper, Chair

DEVELOPER:

deChase Development Services, LLC

By: _____
J. Dean Papé, Manager

The Urban Renewal Agency of The City of Caldwell

BANK RECONCILIATION

Restricted \$ 11,538,582.64

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	42,682.25	2,440.00	(1,365,987.16)	636.35	-	14,898,817.35
9/30/2020	14,898,817.35	24,918.70	2,440.00	(163,940.00)	438.99	-	14,762,675.04
Totals:		9,969,048.68	24,658.75	(9,496,913.32)	10,910.65	-	
						City Projects-Restricted	1,931,639.03
						URA TVCC- Restricted	723,245.86
						URA Pojects-Unrestricted	569,207.51

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	11,538,582.64
11/30/2019	250,380.49	-	-	250,380.49	Restricted - Caldwell	1,931,639.03
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	569,207.51
2/29/2020	250,380.49	-	-	250,380.49		14,762,675.04
3/31/2020	250,380.49	-	-	250,380.49	Banner Bank - Operating	14,762,675.04
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	116,264.76
6/30/2020	250,380.49	-	-	250,380.49		15,129,320.29
7/31/2020	250,380.49	-	-	250,380.49		
8/31/2020	250,380.49	157.78	(157.78)	250,380.49		
9/30/2020	250,380.49			250,380.49		
Totals:		1,724.85	(1,724.85)			

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	84.64	-	116,199.05
9/30/2020	116,199.05	65.71	-	116,264.76
Totals:		1,861.32	-	

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	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	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			755,250.00
2008 URA	Bond fund	8913751	10146	4.61	2.22		6.83	6.83			6.83	6.83			6.83
2008 URA	Rev Allocation	8913751A	10144	696,501.73	941.84		697,443.57	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			753,475.00
2012 URA Bonds	Rev Allocation	8913753	10148	1,146,537.30	764.79		1,147,302.09	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	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			377,025.30
2016 URA Bonds	Rev Allocation	8913754	10140	1,248,611.52	811.04		1,249,422.56	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	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			101,093.82
18 URA Bond	Rev Allocation	8913755	10150	603,933.46	392.27		604,325.73	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	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	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		51,294.50	51,375.00	51,375.00	0.02	(51,375.00)	0.02
2006A URA	Rev Allocation	8913750A	10143	57,398.00	58.66		57,456.66	57,456.66	43.00	645,625.34	703,125.00	703,125.00	26.39		703,151.39
2006A URA	Reserve Fund	8913750B	10341	755,250.00			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		691,930.67	691,937.50	691,937.50	0.19	(691,937.50)	0.19
2008 URA	Rev Allocation	8913751A	10144	697,834.92	104.76		697,939.68	697,939.68	76.80	(652,505.23)	45,511.25	45,511.25	32.18		45,543.43
2008 URA	Reserve Fund	8913751B	10342	753,475.00			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	60.72	32,704.11	1,180,459.22	1,180,459.22	25.62	(1,141,688.93)	38,795.91
2012 URA Bonds	Debt Svc Acct	8913753A	10343	352.56	27.25		379.81	379.81	19.97		399.78	399.78	8.29	(408.07)	(0.00)
2012 URA Bonds	Debt Svc Reserve	8913753C	10344	377,025.30			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	66.13	(201,001.30)	1,048,914.61	1,048,914.61	27.41		1,048,942.02
2016 URA Bonds	Debt Svc Acct	8913754A	10142	236.02	7.32		243.34	243.34	5.36	201,001.30	201,250.00	201,250.00	2.28	(201,250.00)	2.28
2016 URA Bonds	Debt Svc Reserve	8913754B	10340	101,093.82			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	31.99	(2,778.08)	601,786.28	601,786.28	20.45		601,806.73
18 URA Bond	Debt Svc Acct	8913755A	10149	70.42	0.01		70.43	70.43		599,715.85	599,786.28	599,786.28	0.17	(599,786.28)	0.17
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	303.97	1,365,987.16	7,111,389.04	7,111,389.04	143.00	(2,686,445.78)	4,425,086.26