

VIRTUAL PUBLIC MEETING INFORMATION

In order to mitigate the spread of flu, Covid-19 and other viruses, we invite interested parties to participate in public hearings either electronically or in person. If you have a cough, fever, or are not feeling well, please register to participate remotely at: <https://www.cityofcaldwell.org/departments/clerk-draft/city-council-agenda-documents>

Written Comments and/or Virtual Participation: Written comments for consideration regarding the “Public Comments” portion of the agenda or requests for virtual participation associated with items on the agenda must be submitted at least 24 hours in advance of the meeting. Please email the Caldwell City Clerk at: cityclerk@cityofcaldwell.org

Live Stream Viewing: If you are not planning to speak, members of the public are encouraged to view the meeting via the live stream option: <https://www.youtube.com/channel/UCci7S1A0UJNK6asXxxugLGA>



CALDWELL URBAN RENEWAL AGENCY

WORKSHOP SESSION

JULY 10, 2023

5:00 P.M.

**DISCUSSION REGARDING CALDWELL URBAN RENEWAL AGENCY BUDGET FOR FISCAL YEAR
2024.**

CALDWELL URBAN RENEWAL AGENCY

REGULARLY SCHEDULED MEETING

JULY 10, 2023

6:00 P.M.

CONFLICT OF INTEREST DECLARATION

SPECIAL PRESENTATION(S)

PUBLIC COMMENTS

- (Members of the public may address items of concern not listed on the agenda.)

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

- 1) Approve minutes from the Urban Renewal Agency Regularly Scheduled Meeting held on June 12, 2023;
- 2) Approve Resolution authorizing the execution of a Purchase Agreement with The Wetlands Groups for mitigation of wetlands consumed by the Ustick Road Widening Project – Indian Creek Crossing – in the amount of \$60,984.00;
- 3) Approve Resolution authorizing the execution of an Agreement for Agency Legal Services in the amount of \$77,220.00 with Hamilton, Michaelson & Hilty, LLP for FY-2024;
- 4) Approve Resolution authorizing the execution of a Letter of Engagement in the amount of \$16,000.00 with Eide Bailly for FY-2024 financial audit services.

OLD BUSINESS

None.

NEW BUSINESS

- 1) **ACTION ITEM:** Request to call for a public hearing at the Regularly Scheduled Urban Renewal Agency meeting to be held on **August 14, 2023 at 6:00 p.m.** pursuant to Idaho Code 50-1002 for consideration of the proposed budget for the fiscal year that begins October 1, 2023 and ends September 30, 2024.

- 2) **ACTION ITEM:** Consider Resolution approving the “Final Written Notice of Plan Termination” regarding the Caldwell East Urban Renewal Plan and associated increment financing provisions.
- 3) **ACTION ITEM:** Update Report from deChase Miksis and Embarcadero Hospitality Group and consider recommendation regarding the downtown development project located at 7th & Main.
- 4) **ACTION ITEM:** Election of Chair and Vice-Chair for the Caldwell Urban Renewal Board of Commissioners effective July 1, 2023 thru June 30, 2024.
- 5) **ACTION ITEM:** Consider invoices for payment from the Urban Renewal Agency Treasurer:

VENDOR	AMOUNT	DESCRIPTION
Hamilton, Michaelson, & Hilty	\$9,805.00	June Attorney Services
Canyon County	\$3,195.81	(4) May Fair Expo Bldg. Improvements
deChase	\$18,846.89	(9) Creekside Mixed Use Project/March
deChase	\$33,159.71	(9) Creekside Mixed Use Project/April
City of Caldwell – Streets	\$2,366,491.64	(1) Ustick Rd. Widening (April-June)
City of Caldwell	\$24,274.00	(11) Ustick Rd. I-84 to Middleton Design
City of Caldwell	\$18,000.00	July Economic Dev. Contributions
City of Caldwell	\$4,242.00	(8) 7 th & Arthur Improvements
City of Caldwell	\$22.00	Operating: Name plates/commissioners
City of Caldwell	\$92.85	Operating: Property Tax Kimball/Arthur
City of Caldwell	\$4,725.00	(8) Survey 510 Arthur
City of Caldwell	\$4,575.00	(7) Survey 516 Main St.
City of Caldwell	\$175,607.00	(13) Norman Parking Lot/21 st Ave.
City of Caldwell	\$251,754.91	(2) Ustick Indiana RAB-ROW
City of Caldwell	\$4,770.01	(18) Vineyard Space Design/Downtown
City of Caldwell	\$44,825.50	(17) Wolfe Field Parking Lot Design
City of Caldwell	\$3,660.27	(5) Pickle Ball Courts-Luby Park
City of Caldwell	\$348,323.00	(14) Centennial Blvd. Median
City of Caldwell	\$124,019.65	(22) Luby Park Irrigation System
City of Caldwell	\$67,335.85	(10) Kimball-Norman Complex Demo
City of Caldwell	\$19,950.00	(20) Florida & Ustick RAB
TOTAL	\$3,527,676.09	

- 6) **Treasurer Report:**
 - a. **ACTION ITEM:** Approve Monthly Cash Reconciliation Reports.
 - b. Update Report: URA Current Project List.
- 7) **Economic Development Reports:**
 - a. Economic Development Activity Report from Steve Jenkins (June 2023).
 - b. Economic Development Activity Report from Ofelia Morales (June 2023).
- 8) **Attorney Report:**
 - a) Update Report: Aztec Development (Kimball & Arthur)
 - b) Update Report: Property Tax Exemptions
- 9) Commissioner Reports.
- 10) Chairman Report.
- 11) Motion to adjourn.

Date of the next Regularly Scheduled Urban Renewal Agency Meeting: August 14, 2023 at 6:00 p.m. in the Community Room - Caldwell Police Station at 110 South Fifth Avenue. 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 #208-455-4656 prior to the meeting. The entire agenda packet may be viewed on the City of Caldwell's website: <https://www.cityofcaldwell.org/your-government/city-commissions-and-boards/urban-renewal-agency>

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

BUDGET MEETINGS **Fiscal Year 2024**

Date/Location	Time	Agenda Items
Monday July 10, 2023 Caldwell Police Department Community Room 110 South 5 th Avenue	5:00 p.m.	WORKSHOP URA Budget Discussion
Monday July 10, 2023 Caldwell Police Department Community Room 110 South 5 th Avenue	6:00 p.m.	REGULARLY SCHEDULED MEETING Agenda will include a request for a <u>public hearing</u> concerning the URA FY 2024 Budget
Monday August 14, 2023 Caldwell Police Department Community Room 110 South 5 th Avenue	6:00 p.m.	REGULARLY SCHEDULED MEETING Agenda will include the request for approval of the URA FY 2024 Budget

Any person needing special accommodations to participate in the meeting should contact the City Clerk at 411 Blaine Street or call #455-4656 prior to the meeting.

The entire agenda packet may be viewed on the City of Caldwell's website:
<http://www.cityofcaldwell.com/page/AgendasT/> or <http://caldwellonline.org/urban-renewal>

Cualquier persona necesitando comodidades especiales para participar en la reunión debe contactar al Vendedor de Ciudad en 411 Blaine St. o llame a #455-4656 antes de la reunión.



**CALDWELL URBAN RENEWAL AGENCY
REGULARLY SCHEDULED MEETING
June 12, 2023
6:00 p.m.**

(ROLL CALL)

The regularly scheduled meeting of the Caldwell Urban Renewal Agency convened at 6:00 p.m. in the Caldwell Police Department Community Room with Vice-Chairman Warwick presiding.

The URA Secretary called the roll. Present, Commissioner Warwick, Commissioner Brooks (arrived after roll call), Commissioner Moore, Commissioner Allgood, and Commissioner Garcia. Absent: Commissioner Doty and Commissioner Porter.

(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 May 8, 2023.

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

Roll-call vote. Those voting yes: Commissioner Allgood, Commissioner Garcia, Commissioner Warwick, Commissioner Brooks, and Commissioner Moore. Those voting no: none. Those absent or not voting: Commissioner Porter and Commissioner Doty.

MOTION CARRIED

(OLD BUSINESS)

None.

(NEW BUSINESS)

(ACTION ITEM: CONSIDER INVOICES FOR PAYMENT FROM THE URBAN RENEWAL AGENCY TREASURER)

Raelynn North, URA Treasurer, presented the following invoices for payment and recommended approval. Ms. North also provided an updated URA Project List for the Commissioners' reference.

VENDOR	AMOUNT	DESCRIPTION
City of Caldwell	\$ 18,000.00	June Economic Development Contributions
Hamilton, Michaelson, Hilty Attorneys at Law	\$ 9,805.00	May Attorney Services
Canyon County	\$ 75,084.83	(4) April: Fair Expo Building Improvements
Destination Caldwell	\$ 1,682.75	(26) Downtown Wayfinding Project
TOTAL	\$ 104,572.58	

MOVED BY Garcia, SECONDED by Moore to approve the invoices as printed.

MOTION CARRIED

(ACTION ITEM: TREASURER'S REPORT)

MONTHLY CASH RECONCILIATION REPORTS:

Raelynn North, URA Treasurer, provided a summary of each of the items in the report.

TOTAL		\$15,022,435.29
LGIP	\$ 763,079.47	
Banner Bank, CD	\$ -----	
Banner Bank Operating Account	\$ 14,259,355.82	
Restricted TOTAL		\$14,259,355.82
Restricted – Other Tax District	\$ -----	
Restricted – Projects	\$ 13,851,143.07	
Restricted – URA North	\$ 42,458.00	
Unrestricted – Operations	\$ 365,754.75	

In response to a question from Commissioner Allgood, Ms. North noted that roughly \$10,000 of the original URA North allocation area fund has been spent on a project in that area.

She also referenced the project list included in the financial documents, and noted that approximately \$700,000.00 is remaining to be expended for the Canyon County Fairgrounds project as it nears completion.

Several of the commissioners expressed appreciation to Ms. North for including the project list each month as a source of information for them.

MOVED by Moore, SECONDED by Garcia to approve the monthly cash reconciliation report as presented by Ms. North.

MOTION CARRIED

(ECONOMIC DEVELOPMENT REPORTS)

(ECONOMIC DEVELOPMENT ACTIVITY REPORT FROM STEVE JENKINS [MAY 2023])

Current Projects

Miscellaneous Updates:

Project Sprint: 2-building industrial project on 20+ acres. One 63k SF building, one 16k SF building, and the balance of land will be utilized for storage. The project will create about 150 new jobs. They need to be under construction by Q1 of 2024.

Scannell Development: commencing construction soon. Project reviews are underway, Scannell reevaluating market conditions. 196k SF development with 2 buildings.

Project Bright: large industrial user (250k SF) that is interested in occupying a building that is currently under construction. This group could provide up to 100 jobs at an average wage of \$80k per year prior to benefits.

Project Richard- discussions continue to evolve with this regional developer. This group focuses on multifamily and hotel developments.

Project Paces: large retailer investigating sites in the Caldwell region. They have honed in on two viable locations and are moving forward with discussions to purchase a property. They'll provide 100-150 new jobs that coincide with a \$40m investment.

Project Bengal- meeting with this large grocer later in June to discuss a property in East Caldwell.

Phelan Development: 17-acre site located at Smeed Pkwy and Highway 20/26. Tentatively proceeding and evaluating the market conditions. They have modified their site plan to produce the most efficient results.

Project Lansing: seeking a contractor for the project. Construction should kick off within the next couple of months.

Fat Guys Fresh Deli: Plans for tenant improvements have been received. They hope to open in late July.

Prospector Point: Multifamily/commercial development on the Franklin Road interchange. Funding has been secured for the project. Construction will commence this summer on the first phase of multifamily (264 units in phase 1); 240 units in phase 2, totaling 504 units). 60k SF commercial within the property. 100% workforce housing- the majority is near 70% AMI.

Project Yanke: large grocer considering the East Caldwell region. Discussions have been strong for this prominent grocery group to locate in Caldwell.

Former D&B Supply building is under contract with a known developer. Considering a mixed-use development at that location.

North Caldwell URA:

Project Grizzly: continue to move forward on the purchase of two properties in north Caldwell.

Project 600: Still investigating the area and evaluating market conditions.

Annexation: working through corridor plans for access in the general region. We are optimistic that an annexation application will be coming forward soon, which will beget other annexations in the future.

Downtown Updates:

Tilian Caldwell: The project will feature two prominent murals. Occupants will begin moving in on August 14th. \$1200 for a studio, up to \$1800 for a 2 bed, 2 bath.

Parking study results will be in soon. We've met with *The Car Park* in Boise and *IPS* from CA to discuss parking further. Updates about this issue will be available in the near future.

Takeaways:

- In May, once again, the US economy surpassed the expectations of Wall Street. With the addition of 339,000 jobs, the job market has outperformed predictions for 13 out of the past 14 months.
 - Despite economists warning of a potential recession for the past year, the job market shows no signs of such a downturn. The number of immigrant workers in the USA has surpassed pre-pandemic levels. Employment levels have grown for native-born workers since February 2020 (up by 0.3 percent), while employment among foreign-born workers has surged by 9.3 percent. Women have also returned to the workforce in droves.
- Demand is growing for Class A office space. Absorption saw an increase in Q1 with a gross absorption of 388,000 SF.

- Multitenant vacancy increased from 9.9% at the end of 2022 to 10.5% while overall vacancy rose nearly 100 basis points from 5.1% to 6.0%, the highest it has been since August 2021. Spaces 3,000 SF or less accounted for 73% of all office transactions in the past 12 months.
- Average lease rates \$20.50 (full service); \$23.50 for Class A
- Industrial: 334,000 SF net absorption, 3.8% vacancy (up from 1% at the end of Q1 of 2022), \$0.95 average NNN lease rate
- Retail: 126,000 SF net absorption, 4.9% vacancy (down from 5.7% at the end of Q1 of 2022), \$20.00 NNN
- Multifamily housing continues to become more essential in the valley as high mortgage rates and home prices push more individuals to rent. Home sales were down in Q1 to around 20% from 2021, the largest drop in annual sales since the housing crisis in 2008.

In response to questions from commissioners, Mr. Jenkins identified a couple of areas project teams are looking at for development. He also confirmed that there is a very real possibility of two major grocers coming into Caldwell within development areas.

(ECONOMIC DEVELOPMENT ACTIVITY REPORT FROM OFELIA MORALES [MAY 2023])

Downtown Updates:

Project Care (Update): Business offering services to families, originally scheduled to close on space/property on December 15th, unable to close at this time. The property is currently going through the probate process, the interested party is still committed to this site and is being patient during the process. The interested property has acquired a site in Meridian, and is still committed to Caldwell. They have shifted their focus to a build-to-suit and have meetings with landowner and developer this week. The developer was not interested in moving forward with the project at this time. It's been a challenge finding 6k SF that meets their needs.

Project 9th (Update): Local downtown business has outgrown their space, seeking to purchase larger space in downtown. Working with them on resources available to make this purchase possible.

Project Community (Update): Assisting business in identifying property in downtown to lease or develop. A potential site has been identified.

New Projects:

Project M: Boutique retail store located in Ada County seeking to relocate to Caldwell.

Project Oregon: Artist seeking to be as close to downtown as possible, seeking a smaller space for his services.

Project Drink: Well established local entrepreneur seeking to open a unique drink concept.

Project Garden: Assisting current downtown business to find a new location within the downtown.

Changes:

Three downtown business are for sale. One building has been purchased, which will add more retail space. The new owner is working on remodeling the building. One building is under contract and will add restaurant and office space. This building has been vacant for close to two years.

(ATTORNEY'S REPORT)

Update: Aztec Development (Kimball & Arthur). Mark Hilty, Agency Attorney stated that attorneys for both entities are in agreement that previous uncertainties are now resolved; and a re-use appraisal process is the next step. He then summarized the re-use appraisal process and noted that he is continuing efforts to keep everything moving along. In response to questions from commissioners regarding the project design submitted by the developer, Mr. Hilty responded that he will forward the site plan he has received.

Update: TS Development (510 Arthur Street). Mr. Hilty stated that this project is progressing well, and outlined a few details, including a possible public plaza space as part of the project.

Update: Amano (old Bennet Machine Shop) – Mr. Hilty reported that the environmental issues have been resolved and they are now in design phase and will soon progress to the re-use appraisal phase as well.

(COMMISSIONER REPORTS)

None.

(CHAIRMAN REPORT)

None.

(ADJOURNMENT)

MOVED by Allgood SECONDED by Brooks to adjourn at 6:29pm

MOTION CARRIED

Approved as written this 10th day of July, 2023.

absent
Commissioner Porter

ATTEST: _____
URA Secretary or Deputy

Commissioner Warwick

Commissioner Brooks

Commissioner Allgood

Commissioner Moore

absent
Commissioner Doty

Commissioner Garcia

MEMORANDUM

TO: Caldwell Urban Renewal Agency

Meeting Date July 10, 2023



AGENDA ITEM INFORMATION

SUBJECT:		Department Submittals	X to mark	Initials
Execution of a <i>Purchase Agreement</i> between the City of Caldwell and The Wetlands Group for mitigation of wetlands consumed by the Ustick Road Widening Project – Indian Creek Crossing (use of URA funds to support this 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 - AZN	RM <i>Ru</i>
		Mapping		
		Parks and Recreation		
COST IMPACT:	\$60,984.00 (for mitigation of 0.4 acres)	Airport		
FUNDING SOURCE:	05840210-87500 40022205-UstkDsgn	Information Systems		
		Golf Course		
TIMELINE:	Mitigation available upon execution by both parties AND payment of the abovementioned cost.	OTHER:		

SUMMARY STATEMENT:

The City of Caldwell intends to double the width of Ustick Road and right-of-way, allowing for five lanes of vehicular traffic. This project will encroach into, and modify the FEMA floodway and federally designated wetlands. Therefore, the City is required to mitigate wetland impacts.

After examining the methods available for mitigation: (1) Replace the acreage of wetlands impacted in kind or (2) purchase mitigation credits from a Wetland Mitigation Bank, Engineering Dept staff determined that it would be more cost effective and timely to purchase mitigation credits.

RECOMMENDED ACTION:

We request that the Caldwell Urban Renewal Agency accept the *Purchase Agreement* by allowing the City Engineer or Public Works Director to sign and execute the *Purchase Agreement* between The Wetlands Group (of Vancouver, WA) and the City of Caldwell URA in the amount of \$60,984.00

RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the Urban Renewal Agency of the City of Caldwell, Idaho, that the Agency approve the City Engineer or Public Works Director to sign the attached *Purchase Agreement* by and between the City of Caldwell and The Wetlands Group (of Vancouver, WA) to purchase wetland mitigation credits for wetlands consumed adjacent to Indian Creek, within the site of the future Ustick Road Widening – Elijah Drain to Interstate-84 Project.

PASSED BY THE COUNCIL of the City of Caldwell, Idaho this ____ day of _____ 2023.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho this ____ day of _____ 2023.

Approved

By _____

Mayor

ATTEST

By _____

City Clerk

PURCHASE AGREEMENT

This PURCHASE AGREEMENT is made and entered into as of this 26 th day of June 2023 ("Effective Date") between The Wetlands Group, LLC hereinafter referred to as "Seller" and TWG) and The City Of Caldwell, Idaho (hereinafter referred to as "Purchaser"). Seller agrees to sell, and purchaser agrees to buy wetlands mitigation credits in accordance with and pursuant to this Purchase Agreement ("Agreement").

FOR AND IN CONSIDERATION of the covenants and conditions herein contained, the receipt and sufficiency of which is hereby acknowledged by and between the parties hereto, Seller and Purchaser agree as follows:

1.SALE

Seller shall sell to Purchaser and Purchaser shall purchase from Seller wetland mitigation credits of .4 acres to compensate for wetland impacts For the Ustick Road Widening project USACE NWW-2020-00124.

2. PAYMENTS:

Purchaser shall pay Seller for the credits in accordance with the terms and condition of the Agreement as follows, and is due and payable within 15 days of execution:

A. Purchaser shall pay a sum total of \$60,984.00. 17,424 sq feet @ \$3.50 sqft

3. SELLERS SERVICE:

Seller operates The Wetland Banks of Idaho and is authorized to and agrees to sell Credits to purchaser as follows:

A. Seller shall provide wetland mitigation credits to compensate for .4 acres of unavoidable permanent wetland impacts. TWG is required to provide credits in one tenth acre increments, therefore .4 acres of wetland credit will be provided.

B. Upon receipt of the consideration specified in Paragraph 2, Seller assumes the responsibility to provide the wetlands mitigation specified in Paragraph 3.A.

C. Seller shall provide or has provided the wetlands mitigation in accordance with the terms and condition of the Umbrella Mitigation Banking Instrument approved by the corps.

4. WARRANTY:

A. Seller's Warranty. Seller warrants that it is a duly authorized Idaho Limited Liability corporation, is in good standing and has the authority and approval from the Corps to sell mitigation credits and warrants that the wetlands mitigation shall be in accordance with the terms and conditions of the Umbrella Mitigation Banking Instrument. Purchaser's sole remedy with respect to failure of Seller to perform in accordance with the specifications of the Umbrella Mitigation Banking Instrument shall be Purchaser can require Seller to provide alternative wetlands mitigation as agreed to by Seller and the Corps at no additional cost to Purchaser.

B.1. Purchaser's Warranty: Purchaser warrants that the undersigned representative is _____ duly authorized to enter into the Agreement. Purchaser further warrant that it has

The financial capability to perform under this Agreement and to it knowledge, there are no legal impediments restricting or otherwise exiting that would prevent Purchaser from performing.

5. INSOLVENCY OF PURCHASER:

In case of the filing of a petition in bankruptcy by or against Purchaser, or the appointment of a receiver for Purchaser, or the insolvency of Purchaser, prior to Purchaser's full performance under this Agreement, Seller may terminate this Agreement.

6. SAVINGS AND SEVERABILITY PROVISIONS:

The parties agree that if a portion of this Agreement or if the application of this Agreement to any person or circumstance shall to any extent be declared invalid by a court of competent jurisdiction, then the remainder of this Agreement and the application of such provisions to persons or circumstances other than those held to be Invalid shall not be affected thereby. Moreover, each provision of the Agreement shall be valid and enforced to the fullest extent permitted by applicable law.

7. ASSIGNMENT:

This Agreement is not assignable, and the duties hereunder are not delegable without Seller's written consent.

8. ENTIRE AGREEMENT:

This Agreement contains the entire understanding between the parties with respect to

The subject matter hereof. Furthermore, this Agreement supersedes and revokes all

Previous communications, negotiations, and agreements, whether oral or written, between the parties with respect to the subject matter of the Agreement. No addition, Modification or deletion of or to this Agreement or any waiver of any of its provisions

Shall be binding on either party unless made in writing and executed by Seller and Purchaser by addendum to this Agreement.

9. JURISDICTION:

This Agreement shall be governed and construed for all purposes under and in accordance with the laws of the State of Idaho.

10. NOTICE:

Any notice required under this Agreement shall be sent to the following persons at the addresses indicated:

The Address of the Seller is:

The Wetlands Group, LLC
13023 NE Hwy 99 Suite #255
Vancouver, WA 98686

The Address of the Purchaser is:

The City Of Caldwell, IDAHO

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

Signature:

Date

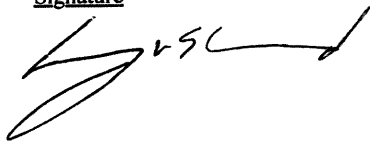
Name

Title

The Wetlands Group, LLC

Signature

Date



6-26-23

Name: Gary Howard

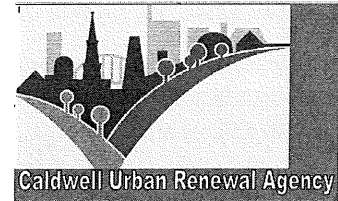
Title

MA-ASAC.
Manager.

MEMORANDUM

TO: Caldwell Urban Renewal Agency

Meeting Date July 10 ____, 2023_



AGENDA ITEM INFORMATION

SUBJECT:		Department Submittals	X to mark	Initials
<i>FY2024 Legal contract with Hamilton, Michaelson & Hilty, LLP</i>		Building Department		
		CDBG		
		Clerk		
		City Attorney		
		Finance Department	X	RN
		Human Resources		
		Planning & Zoning		
		Fire Department		
		Police Department		
		Public Works		
		Street Department		
		Water Department		
		WWTP		
		Engineering		
			Mapping	
COST IMPACT:	\$77,220	Parks and Recreation		
FUNDING SOURCE:	URA	Airport		
		Information Systems		
TIMELINE:	FY2024	Golf Course		
		OTHER:		

SUMMARY STATEMENT:

This is for the approval of the FY2024 Attorney Services contract. The proposal from HMH increased from \$117,660 to \$77,220 per year. Although there is an increase in hourly wage, there is a decrease in total hours due to workload.

RECOMMENDED ACTION:

Recommend approval of Contract.

RESOLUTION NO. 2023-____

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF CALDWELL, IDAHO APPROVING AND AUTHORIZING EXECUTION OF THE AGREEMENT FOR AGENCY LEGAL SERVICES WITH HAMILTON, MICHAELSON & HILTY, LLP AND PROVIDING FOR THIS RESOLUTION TO BE EFFECTIVE OCTOBER 1, 2023

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

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

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

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

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

Section 2: That this Resolution shall be in full force and effect October 1st, 2023.

ADOPTED AND APPROVED THIS 10th day of July, 2023.

CHAIRMAN

ATTEST:

SECRETARY

AGREEMENT FOR AGENCY LEGAL SERVICES

THIS AGREEMENT FOR AGENCY LEGAL SERVICES (hereinafter "Agreement") is made and entered into this ____ day of _____, 2023, by and between the URBAN RENEWAL AGENCY OF THE CITY OF CALDWELL, IDAHO, an independent public body corporate and politic, of 411 Blaine St., Caldwell, Idaho 83605 (hereinafter "Agency"), and HAMILTON, MICHAELSON & HILTY, LLP, an Idaho limited liability partnership of 1303 12th Avenue Road, Nampa, Idaho 83686 (hereinafter "HMH").

RECITALS

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

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

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

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

1. INCORPORATION OF RECITALS. The parties agree that the foregoing Recitals are contractual and binding and are incorporated herein as if set forth in full.
2. DEFINITIONS. In addition to other definitions set forth in this Agreement, for all purposes of this Agreement the following terms are defined and interpreted as herein provided for, unless the clear context of the presentation of the same requires otherwise:

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

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

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

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

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

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

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

(A) As compensation for all Retainer Legal Services, excluding all out-of-pocket expenses incurred by HMH in performing the Retainer Legal Services, Agency shall pay HMH the sum of SIX THOUSAND FOUR HUNDRED AND THIRTY-FIVE DOLLARS (\$6,435) per month commencing October 1, 2023. Subsequent retainer amounts may be adjusted on a fiscal

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

(B) Compensation for Additional Legal Services performed by HMH at the request of the Agency shall be paid at the regular HMH hourly rates for each attorney or paralegal, or at \$195 per hour, whichever is less. The current regular HMH hourly rate is \$250-\$300 for partners, \$195-\$225 for associates and \$90 for paralegals. Adjustments to HMH hourly rates may be approved and implemented through the annual budget process for each year this Agreement continues.

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

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

5. TERM. The term of this Agreement shall commence October 1, 2023 and shall continue until terminated in accordance with Section 9, below.

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

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

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

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

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

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

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

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

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

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

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

10. GENERAL PROVISIONS.

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

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

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

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

Notice to Agency:

Debbie Geyer
Urban Renewal Agency of the City of Caldwell, Idaho
411 Blaine St.
Caldwell, Idaho 83605

Notice to HMH:

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

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

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

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

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

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

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

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

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

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

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

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

URBAN RENEWAL AGENCY of the CITY of CALDWELL,
IDAHO

By: JIM PORTER, Chairman

HAMILTON, MICHAELSON & HILTY, LLP

By: MARK HILTY, Partner

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

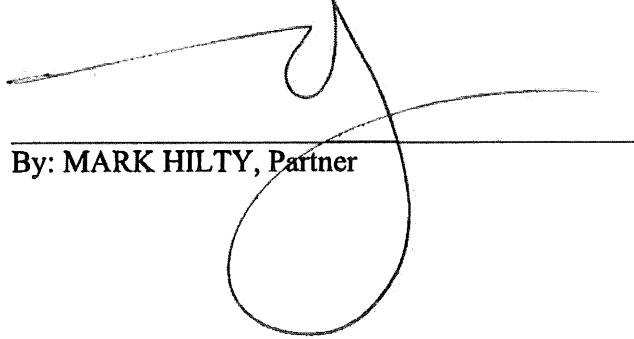
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

URBAN RENEWAL AGENCY of the CITY of CALDWELL,
IDAHO

By: JIM PORTER, Chairman

HAMILTON, MICHAELSON & HILTY, LLP

By: MARK HILTY, Partner

A large, stylized handwritten signature in black ink is written over the signature line and extends upwards into the firm name area. The signature is fluid and cursive, with a large loop at the bottom.

MEMORANDUM

TO: Caldwell Urban Renewal Agency

Meeting Date July 10, 2023



AGENDA ITEM INFORMATION

<i>SUBJECT:</i>		<i>Department Submittals</i>	<i>X to mark</i>	<i>Initials</i>
<i>FY2024 Eide Bailly Audit Engagement</i>		Building Department		
		CDBG		
		Clerk		
		City Attorney		
		Finance Department	x	RN
		Human Resources		
		Planning & Zoning		
		Fire Department		
		Police Department		
		Public Works		
		Street Department		
		Water Department		
		WWTP		
		Engineering		
		Mapping		
<i>COST IMPACT:</i>	\$16,000	Parks and Recreation		
<i>FUNDING SOURCE:</i>	URA	Airport		
<i>TIMELINE:</i>	FY2024	Information Systems		
		Golf Course		
		OTHER:		

SUMMARY STATEMENT:

This is the FY2024 Audit engagement for the Urban Renewal Agency. This year the Finance Department did an RFP and selected Eide Bailly to provide auditing services for the Urban Renewal Agency. Eide Bailly has established an audit plan that will allow for a review of the agency and the financial statements. We have established the timing of the audit for the URA and a draft to be completed by January 31st.

RECOMMENDED ACTION:

Recommend approval of the audit engagement letter.

RESOLUTION NO. 2020- _____

**A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF CALDWELL,
IDAHO FOR AUTHORIZING THE EXECUTION OF A LETTER OF ENGAGEMENT
WITH EIDE BAILLY FOR FY-2024 FINANCIAL AUDIT SERVICES.**

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 10th day of July, 2023.

CHAIRMAN

ATTEST:

SECRETARY



June 7, 2023

To the Board of Commissioners
Urban Renewal Agency
Caldwell, Idaho

This letter is provided in connection with our engagement to audit the financial statements of Urban Renewal Agency of the City of Caldwell, Idaho as of and for the year ended September 30, 2023. Professional standards require that we communicate with you certain items including our responsibilities with regard to the financial statement audit and the planned scope and timing of our audit, including significant risks we have identified.

Our Responsibilities

As stated in our engagement letter dated June 7, 2023, we are responsible for conducting our audit in accordance with auditing standards generally accepted in the United States of America and in accordance with *Government Auditing Standards* for the purpose of forming and expressing an opinion about whether the financial statements that have been prepared by management, with your oversight, are prepared, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit does not relieve you or management of your respective responsibilities.

Planned Scope of the Audit

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

Our audit will include obtaining an understanding of the entity and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements and as a basis for designing the nature, timing, and extent of further audit procedures, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. However, we will communicate to you at the conclusion of our audit, any material weaknesses or significant deficiencies identified. We will also communicate to you:

- Any violation of laws or regulations that come to our attention;
- Our views relating to qualitative aspects of the entity's significant accounting practices, including accounting policies, accounting estimates, and financial statement disclosures;

- Significant difficulties, if any, encountered during the audit;
- Disagreements with management, if any, encountered during the audit;
- Significant unusual transactions, if any;
- The potential effects of uncorrected misstatements on future-period financial statements; and
- Other significant matters that are relevant to your responsibilities in overseeing the financial reporting process.

Professional standards require us to design our audit to provide reasonable assurance that the financial statements are free of material misstatement whether caused by fraud or error. In designing our audit procedures, professional standards require us to evaluate the financial statements and assess the risk that a material misstatement could occur. Areas that are potentially more susceptible to misstatements, and thereby require special audit considerations, are designated as "significant risks." Although we are currently in the planning stage of our audit, we have preliminarily identified the following significant risks that require special audit consideration.

- Management Override of Controls - Professional standards require auditors to address the possibility of management overriding controls. Accordingly, we identified as a significant risk that management of the organization may have the ability to override controls that the organization has implemented. Management may override the organization's controls in order to modify the financial records with the intent of manipulating the financial statements to overstate the organization's financial performance or with the intent of concealing fraudulent transactions or to mis-represent revenues/expenditures.
- Revenue Recognition – We identified revenue recognition as a significant risk due to financial and operational incentives for the organization to overstate revenues.

We expect to begin our audit on approximately December 4, 2023.

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

Respectfully,



Boise, Idaho



June 7, 2023

Urban Renewal Agency
Attn: Board of Commissioners
621 Cleveland Blvd
Caldwell, Idaho 83605

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

You have requested that we audit governmental activities and major fund of Urban Renewal Agency, as of September 30, 2023, and for the year then ended, and the related notes, which collectively comprise Urban Renewal Agency's basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards*, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

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

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

Supplementary information other than RSI will accompany Urban Renewal Agency's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the

basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

Auditor Responsibilities

We will conduct our audit in accordance with GAAS and in accordance with *Government Auditing Standards*. As part of an audit in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Urban Renewal Agency's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and in accordance with *Government Auditing Standards*. Please note that the determination of abuse is subjective, and *Government Auditing Standards* does not require auditors to detect abuse.

Compliance with Laws and Regulations

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

Management Responsibilities

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

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

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

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

Nonattest Services

With respect to any nonattest services we perform, we agree to perform the following:

- Assist with preparing financial statements in conformity with U.S. generally accepted accounting principles based on information provided by you.

We will not assume management responsibilities on behalf of Urban Renewal Agency. Urban Renewal Agency's management understands and agrees that any advice or recommendation we may provide in connection with our audit engagement are solely to assist management in performing its responsibilities.

Urban Renewal Agency's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities.

Reporting

We will issue a written report upon completion of our audit of Urban Renewal Agency's basic financial statements. Our report will be addressed to the governing body of Urban Renewal Agency. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Other

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

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

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your website or elsewhere, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be

responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we will only provide confidential engagement documentation to you via Eide Bailly's secure portal or other secure methods, and request that you use the same or similar tools in providing information to us. Should you choose not to utilize secure communication applications, you acknowledge that such communication contains a risk of the information being made available to unintended third parties. Similarly, we may communicate with you or your personnel via e-mail or other electronic methods, and you acknowledge that communication in those mediums contains a risk of misdirected or intercepted communications.

Should you provide us with remote access to your information technology environment, including but not limited to your financial reporting system, you agree to (1) assign unique usernames and passwords for use by our personnel in accessing the system and to provide this information in a secure manner; (2) limit access to "read only" to prevent any unintentional deletion or alteration of your data; (3) limit access to the areas of your technology environment necessary to perform the procedures agreed upon; and (4) disable all usernames and passwords provided to us upon the completion of procedures for which access was provided. We agree to only access your technology environment to the extent necessary to perform the identified procedures.

Bobby Lawrence is the engagement partner for the audit services specified in this letter. Responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. We expect to begin our audit on approximately December 4, 2023.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses, including administrative charges. Invoices are payable upon presentation. We estimate that our fee for the audit will be \$16,100. A single audit of major federal programs has not historically been needed. In a year in which expenditures of federal grant awards exceeds \$750,000, an additional fee of \$10,000 per major program will apply.

Hourly rates for assistance with new standards implementation, financial statements preparation, or other out of scope services are as follows:

Senior Associate - \$150; Manager - \$275; Partner - \$425

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use Urban Renewal Agency's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

The ability to perform and complete our engagement consistent with the estimated fee included above depends upon the quality of your underlying accounting records and the timeliness of your personnel in providing information and responding to our requests. To assist with this process, we will provide you with a Prepared-by-Client (PBC) request that identifies the information required to perform our engagement, as well as a planned timeline for the engagement. A failure to provide this information in an accurate and timely manner may result in an increase in our fees and/or a delay in the completion of our engagement.

We may be requested to make certain audit documentation available to outside parties, including regulators, pursuant to authority provided by law or regulation or applicable professional standards. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the outside party, who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in making such audit documentation available or in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

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

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

Neither of us may use or disclose the other's confidential information for any purpose except as permitted under this engagement letter or as otherwise necessary for Eide Bailly to provide the services. Your confidential information is defined as any information you provide to us that is not available to the public. Eide Bailly's confidential information includes our audit documentation for this engagement. Our audit documentation shall at all times remain the property of Eide Bailly LLP. The confidentiality obligations described in this paragraph shall supersede and replace any and all prior confidentiality and/or nondisclosure agreements (NDAs) between us.

You agree to share all facts that may affect your financial statements, even if you first become aware of those facts after the date of the auditor's report but before the date your financial statements are issued.

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

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

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

- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

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

MEDIATION

Any disagreement, controversy or claim arising out of or related to any aspect of our services or relationship with you (hereafter a "Dispute") shall, as a precondition to litigation in court, first be submitted to mediation. In mediation, the parties attempt to reach an amicable resolution of the Dispute with the aid of an impartial mediator. Mediation shall begin by service of a written demand. The mediator will be selected by mutual agreement. If we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA"). Mediation shall be conducted with the parties in person in Boise, Idaho. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Neither party may commence a lawsuit until the mediator declares an impasse.

LIMITED INDEMNITY

Eide Bailly LLP and its partners, affiliates, officers and employees (collectively "Eide Bailly") shall not be responsible for any misstatements in your financial statements that we may fail to detect as a result of misrepresentations or concealment of information by any of your owners, directors, officers or employees. You shall indemnify and hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys' fees arising from any such misstatement or concealment of information.

If through no fault of Eide Bailly we are named as a party to a dispute between you and a third party, you shall indemnify and hold Eide Bailly harmless against any losses, damages, settlements, judgments, awards, and the costs of litigation (including attorneys' fees) we incur in connection with the dispute.

Eide Bailly shall not be entitled to indemnification under this agreement unless the services were performed in accordance with professional standards in all material respects.

LIMITATION OF LIABILITY

The exclusive remedy available to you for any alleged loss or damages arising from or related to Eide Bailly's services or relationship with you shall be the right to pursue claims for actual damages that are directly caused by Eide Bailly's breach of this agreement or Eide Bailly's violation of applicable professional standards. In no event shall Eide Bailly's aggregate liability to you exceed two times fees paid under this agreement, nor shall Eide Bailly ever be liable to you for incidental, consequential, punitive or exemplary damages, or attorneys' fees.

TIME LIMITATION

You may not bring any legal proceeding against Eide Bailly unless it is commenced within twenty-four (24) months ("Limitation Period") after the date when we delivered our report, return, or other deliverable under this agreement to you, regardless of whether we do other services for you or that may relate to the audit. The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of a possible Dispute.

GOVERNING LAW AND VENUE

Any Dispute between us, including any Dispute related to the engagement contemplated by this agreement, shall be governed by Minnesota law. Any unresolved Dispute shall be submitted to a federal or state court located in Minneapolis, Minnesota.

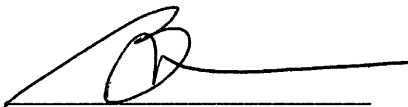
ASSIGNMENTS PROHIBITED

You shall not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly to any person.

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

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

Respectfully,



Bobby Lawrence
Partner

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Urban Renewal Agency by:

Name: _____

Title: _____

Date: _____

RESOLUTION NO. 2023 - _____

A RESOLUTION OF THE CALDWELL URBAN RENEWAL AGENCY, CITY OF CALDWELL, CANYON COUNTY, IDAHO, ACKNOWLEDGING THAT INCREMENT REVENUE WILL BE RECEIVED IN 2023 FOR THE 2022 ASSESSMENT YEAR BASED UPON THE 2022-2023 BUDGET OF THE URBAN RENEWAL AGENCY; ACKNOWLEDGING THAT THE REVENUE FOR THE 2022 ASSESSMENT YEAR WILL BE SUFFICIENT TO COVER ALL ESTIMATED EXPENSES FOR THE CURRENT YEAR AND ALL FUTURE YEARS; ACKNOWLEDGING THAT THE CALDWELL EAST URBAN RENEWAL PLAN TERMINATED UPON ITS NATURAL TERMINATION DATE; ACKNOWLEDGING THAT THE CITY COUNCIL ADOPTED AN ORDINANCE, AS DESCRIBED IN IDAHO CODE § 50-2903, ALLOWING FOR THE TERMINATION OF THE CALDWELL EAST URBAN RENEWAL PLAN AND ASSOCIATED INCREMENT FINANCING PROVISION; AND AUTHORIZING THE CHAIRMAN TO SIGN AND SEND THAT CERTAIN LETTER ATTACHED TO THIS RESOLUTION.

WHEREAS, the Caldwell Urban Renewal Agency (the “CURA”) is a duly constituted urban renewal agency operating under the laws of the State of Idaho; and,

WHEREAS, the CURA adopted an urban renewal plan in 1998 called the Urban Renewal Plan Caldwell East Urban Renewal Project (the “Plan”); and,

WHEREAS, said plan was amended in 2014 by that certain “2014 Amendment to the Urban Renewal Plan for the Caldwell East Urban Renewal Project Including Workable Program/Implementation Plan”; and,

WHEREAS, said amendment provided that the duration of the plan would be as follows:

Except for the nondiscrimination and non-segregation provisions which shall run in perpetuity, the provisions of this Plan shall be effective, and the provisions of other documents formulated pursuant to this Plan shall be effective for twenty-four (24) years from the original date of adoption of this Plan by the City of Caldwell through December 21, 2022 provided, however, that the revenue from property taxes shall be restricted to collection of taxes assessed for the twenty-three (23) year period commencing with the 1999 assessment through the 2022 assessment.

;and,

WHEREAS, the agency has adopted a budget for the fiscal year 2022-2023 pursuant to Idaho Code Title 50, §§ 50-2001 et seq., and 50-2901 et seq.; and,

WHEREAS, the agency has determined in said budget that revenue from the 2022 assessment year, which shall be received in 2023, is necessary to complete all of the projects in the Plan; and,

WHEREAS, the agency has determined in said budget that, with the foregoing revenue, the agency will have sufficient monies to cover all estimated expenses for the current year and all future years; and,

WHEREAS, the agency has determined that the Plan shall have the full duration set forth in the plan documents and the amendments thereto; and,

WHEREAS, the City of Caldwell adopted an ordinance terminating the Caldwell East Urban Renewal Plan on December 21, 2022; and,

WHEREAS, the Urban Renewal Agency desires to provide a final written notification that the Plan has terminated and that property in the revenue financing area that was created pursuant to said Plan be added to the regular property tax rolls of Canyon County.

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

1. That the letter attached hereto as Exhibit A shall be sent to the Caldwell City Council for its approval, and then shall be sent to the County Auditor, and to the State Tax Commission.

ADOPTED AND APPROVED THIS _____ day of July, 2023.

CHAIRMAN

ATTEST:

SECRETARY

FINAL NOTICE OF PLAN TERMINATION

TO: Caldwell City Council
411 Blaine Street
Caldwell, ID 83605

Canyon County Auditor
111 N 11th Ave
SUITE 320
Caldwell, ID 83605

State Tax Commission
11321 W Chinden Blvd
Boise, ID 83714

DATE: _____

To all interest parties,

This letter is being sent on behalf of the Caldwell Urban Renewal Agency (the “Agency”) for the purpose of notifying all interested parties of the following:

1. That the Agency has determined that the Caldwell East Urban Renewal Area Plan, adopted in 1988 (the “Plan”), shall have its full duration and the agency shall receive the 2022 assessment revenue, which shall be received in the 2023 calendar year, to complete the projects of the Plan. A copy of the resolution of the Agency making said determination (Resolution No. 2022-55, adopted December 12, 2022) and the other determinations enumerated herein, is attached hereto as Exhibit A.
2. That the Agency has determined that the revenue to be received in 2023 from the 2022 property tax assessment will provide the Agency with sufficient revenue to cover all estimated expenses of the Agency for the current year, for 2023, and for all future years.
3. That the Agency has determined that the Urban Renewal Plan for the Caldwell East Urban Renewal Project terminated on December 21, 2022, which is its natural termination date as set forth in said Plan.
4. That the Agency recommended that the Caldwell City Council adopt an ordinance, as described in Idaho Code § 50-2903, allowing and providing for the termination of the Caldwell East Urban Renewal Project and associated increment financing provision, which ordinance (Bill No. 89, Ordinance No. 3483) was adopted by the Caldwell City Council on December 20th, 2022 (of copy of which is attached hereto as Exhibit B).

EXHIBIT A

5. That the Agency intends that the revenue collected in Canyon County for assessment year 2023, which revenue is received by the taxing districts in 2024, shall not be directed to the Caldwell Urban Renewal Agency, and that the increment value of the real property currently within the Plan area should be added back to the real property roll for the taxing authorities for the 2023 assessment.

6. That the resolutions attached hereto as Exhibits A and B, which be provided to the Caldwell City Council, to the County Auditor, and to the State Tax Commission.

CURA CHAIRMAN

DATE: _____

ATTEST:

SECRETARY

DATE: _____

RESOLUTION NO. 2022 – 55

A RESOLUTION OF THE CALDWELL URBAN RENEWAL AGENCY, CITY OF CALDWELL, CANYON COUNTY, IDAHO, ACKNOWLEDGING AND DETERMINING THAT INCREMENT REVENUE WILL BE RECEIVED IN 2023 FOR THE 2022 ASSESSMENT YEAR BASED UPON THE 2022-2023 BUDGET OF THE URBAN RENEWAL AGENCY; DETERMINING THAT THE REVENUE FOR THE 2022 ASSESSMENT YEAR WILL BE SUFFICIENT TO COVER ALL ESTIMATED EXPENSES FOR THE CURRENT YEAR AND ALL FUTURE YEARS; RECOMMENDING THAT THE CALDWELL EAST URBAN RENEWAL PLAN TERMINATE UPON ITS NATURAL TERMINATION DATE; RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE, AS DESCRIBED IN IDAHO CODE § 50-2903, ALLOWING FOR THE TERMINATION OF THE CALDWELL EAST URBAN RENEWAL PLAN AND ASSOCIATED INCREMENT FINANCING PROVISION.

WHEREAS, the Caldwell Urban Renewal Agency (the “CURA”) is a duly constituted urban renewal agency operating under the laws of the State of Idaho; and,

WHEREAS, the CURA adopted an urban renewal plan in 1998 called the Urban Renewal Plan Caldwell East Urban Renewal Project (the “Plan”); and,

WHEREAS, said plan was amended in 2014 by that certain “2014 Amendment to the Urban Renewal Plan for the Caldwell East Urban Renewal Project Including Workable Program/Implementation Plan”; and,

WHEREAS, said amendment provided that the duration of the plan would be as follows:

Except for the nondiscrimination and non-segregation provisions which shall run in perpetuity, the provisions of this Plan shall be effective, and the provisions of other documents formulated pursuant to this Plan shall be effective for twenty-four (24) years from the original date of adoption of this Plan by the City of Caldwell through December 21, 2022 provided, however, that the revenue from property taxes shall be restricted to collection of taxes assessed for the twenty-three (23) year period commencing with the 1999 assessment through the 2022 assessment; and,

WHEREAS, the agency has adopted a budget for the fiscal year 2022-2023 pursuant to Idaho Code Title 50, §§ 50-2001 et seq., and 50-2901 et seq.; and,

WHEREAS, the agency has determined in said budget that revenue from the 2022 assessment year, which shall be received in 2023, is necessary to complete all of the projects in the Plan; and,

WHEREAS, the agency has determined in said budget that, with the foregoing revenue, the agency will have sufficient monies to cover all estimated expenses for the current year and all future years; and,

WHEREAS, the agency has determined that the Plan shall have the full duration set forth in the plan documents and the amendments thereto; and,

WHEREAS, the agency desire to recommend that the city council of the City of Caldwell adopts an ordinance terminating the Caldwell East Urban Renewal Plan on December 21, 2022.

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

1. That the Agency determines that the Plan shall have its full duration and the agency shall receive the 2022 assessment revenue, which shall be received in the 2023 calendar year, to complete the projects of the Plan.
2. That the Agency determines that the revenue to be received in 2023 from the 2022 property tax assessment will provide the Agency with sufficient revenue to cover all estimated expenses of the Agency for the current year, for 2023, and for all future years, which revenue and expenses are set forth in Exhibit A, attached hereto.
3. That the Agency determines that the Urban Renewal Plan for the Caldwell East Urban Renewal Project should terminate on December 21, 2022, which is its natural termination date as set forth in said Plan.
4. That the Agency recommends that the Caldwell City Council adopt an ordinance, as described in Idaho Code § 50-2903, allowing and providing for the termination of the Caldwell East Urban Renewal Project and associated increment financing provision.
5. That the Agency intends, by the foregoing, that the revenue collected in Canyon County for assessment year 2023, which revenue is received by the taxing districts in 2024, shall not be directed to the Caldwell Urban Renewal Agency, and that the increment value of the real property currently within the Plan area should be added back to the real property roll for the taxing authorities for the 2023 assessment.
6. This resolution shall be sent to the Caldwell City Council, to the County Auditor, and to the State Tax Commission.

ADOPTED AND APPROVED THIS 19th day of December, 2022.


CHAIRMAN

ATTEST:


SECRETARY



URA CURRENT PROJECT LIST

URA Projects - Other Taxing Districts			URA To Approve and Obligate Remaining Funds for Projects listed below	
	Amount Budgeted	Remaining	Unobligated via Contract	
Ustick Road Widening Participation (Canyon Hwy Dist #4 Increment Project)	3,100,000	2,996,000	\$ -	
Indiana: Ustick to Caldwell High School (Caldwell School District Increment Project)	663,617	500,000	\$ -	
Canyon Hill to Sacajawea (Caldwell School District Increment Project) - HAWK	360,000	155,237	\$ -	
County Fairgrounds (Canyon County Increment Project)	2,477,811	1,456,553	\$ -	
URA Projects - City of Caldwell				
Luby Park: Pickleball Construction / Rehab	811,350	589,082	\$ -	
Parking (Wildman lot across from Bldg. 621) - Improvements/602 Cleveland	54,944	18,845	\$ -	
Demo and cleanup of Bennet Machine	125,000	56,329	\$ -	
Plaza Extension Festive Street (Arthur)- downtown	3,277,473	3,251,056	\$ 56,329.00	
Hotel Site Improvements - deChase	3,241,043	897,251	\$ 3,215,093.00	
213-215-217 Kimball - Norman Complex	442,242	100,000	\$ -	
Ustick Bridge Eastside Extension / I-84 to Middleton (60% URA)	214,161	169,672	\$ 100,000.00	
Ustick Road Widening	6,871,182	5,408,482	\$ -	
21st Avenue Parking Lot	2,542,919	288,539	\$ -	
Paving — Centennial Boulevard median	426,822	405,000	\$ -	
Frontage Improvements - Franklin Road (Blue Bird Car Wash)	129,653	129,653	\$ -	
Compactor Relocation / 812 Main Street	200,000	167,778	\$ -	
Parking — Wolfe Field	99,106	98,379	\$ -	
Vineyard Public Space - Kimball and 9th Street Alley	532,710	532,710	\$ 485,790.00	
Alley Improvements	550,000	550,000	\$ -	
PRIORITY PROJECTS				
Florida & Ustick Roundabout	1,600,000	1,600,000		
6th Avenue Pedestrian Bridge Upgrades	50,000	50,000		
Luby Park: Irrigation System	300,000	300,000		
REQUESTS PENDING				
TVCC Remodel	35,000	35,000	300,000	
Underground Power (Alley)	250,000	250,000		
Ustick Widening - Indian Creek Bridge	1,300,903	1,300,903		
Downtown Signage - Wayfinding	245,000	245,000		
Wolfe Field - Hitting Facility	0	0		
Foundation - Rice House	154,200	154,200		
Total Remaining Project Cost to Date				
	21,705,658		\$ 5,953,115.00	
Pending Review at Special Meeting				

Funding — if not from URA and approved by City Council	
0 Street Dept (F05)	
0 Gen Fund (F01)	
Capital Imp Fund (F50)	
Capital Imp Fund (F50)	
Gen Fund (F01)	
Capital Imp Fund (F50)	
Street Dept (F05)	
Gen Fund (F01)	
Wolfe Field Capital Imp Fund (F56)	
Gen Fund (F01)	

2022-055083

RECORDED

12/21/2022 02:14 PM



00738100202200550830080086

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=8 ZBLAKESLEE

NO FEE

ORDINANCE

CITY OF CALDWELL



**Canyon County
Recorder's Office
Document
Cover Sheet**

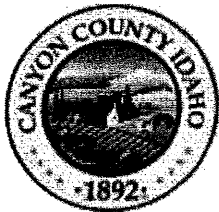


EXHIBIT B

ORDINANCE NO. 3483

BILL NO. 89

AN ORDINANCE ENACTED BY THE CALDWELL CITY COUNCIL TERMINATING THE REVENUE ALLOCATION ARE OF THE CALDWELL EAST URBAN RENEWAL PROJECT AND PROVIDING FOR THE WINDING UP OF THE CALDWELL EAST URBAN RENEWAL PLAN; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH.

RECITALS

WHEREAS, the Caldwell Urban Renewal Agency (the “CURA”) is a duly constituted urban renewal agency operating under the laws of the State of Idaho; and,

WHEREAS, in 1998, the City of Caldwell adopted, by ordinance number 2260, the Urban Renewal Plan for the Caldwell East Urban Renewal Project (the “Plan”); and,

WHEREAS, the Plan has been administered by the Caldwell Urban Renewal Agency (the “Agency”); and,

WHEREAS, the Plan provided that it would be effective for sixteen (16) years from the date of its adoption, to terminate on December 31, 2014; and,

WHEREAS, the Plan was amended in 2002 and 2003, which amendments did not impact the duration of the Plan; and,

WHEREAS, the Plan was amended in 2005, which amendment modified Section 800 of the Plan, which section is titled “Duration of This Plan”; and,

WHEREAS, the Plan was amended for a final time in 2014, which amendment modified Section 800 of the Plan, which section titled “Duration of This Plan,” the final version of said section reading as follows:

Except for the nondiscrimination and non-segregation provisions which shall run in perpetuity, the provisions of this Plan shall be effective, and the provisions of other documents formulated pursuant to this Plan shall be effective for twenty-four (24) years from the original date of adoption of this Plan by the City of Caldwell through December 21, 2022 provided, however, that the revenue from property taxes shall be restricted to collection of taxes assessed for the twenty-three (23) year period commencing with the 1999 assessment through the 2022 assessment.

; and,

WHEREAS, the Plan is terminating, pursuant to the terms thereof, on the 21st day of this month (December 21, 2022); and,

WHEREAS, the Agency will receive revenue from the 2022 assessment in the year 2023, as provided for in the Plan and as acknowledged in Idaho Code 50-2905; and,

WHEREAS, the Agency has prepared a budget that sets forth the remaining projects to be accomplished pursuant to the plan and the revenue available to accomplish said projects; and,

WHEREAS, a summary table of said budget is attached hereto as Exhibit A; and,

WHEREAS, the Agency has sufficient revenue to cover all outstanding bond debt, as well as to accomplish certain remaining projects set forth in the Plan; and,

WHEREAS, the Agency does not intend to retain any real property after the termination of the Plan; and,

WHEREAS, the revenue collected from the 2022 assessment will be received by the agency and applied to the projects programmed for said funds, which projects are set forth in Exhibit A; and,

WHEREAS, the Agency has recommended, by **Resolution No. 2022-55** that the Plan have its full duration, which duration terminates on December 21, 2022.

WHEREAS, the Agency has determined that tax revenues for the 2022 assessment year, to be collected in 2023, are sufficient to cover all estimated expenses for the current year, for 2023, and for all future years, and has recommended, by **Resolution No. 2022-55**, that the Plan terminate upon December 21, 2022.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Caldwell, County of Canyon, State of Idaho:

Section 1. That the revenue allocation area provisions of the plan shall terminate on December 21, 2022, concurrent with the termination date of the Urban Renewal Plan for the East Urban Renewal Project.

Section 2. The Agency shall receive revenue for the 2022 assessment year, which revenue shall be received in 2023.

Section 3. The Agency shall distribute any surplus of revenue collected, should a surplus exist after final receipt of the 2022 assessment revenue and expenditure on the projects set forth in Exhibit A, pursuant to Idaho Code 50-2909.

Section 4. This Ordinance shall be filed with the office of the county recorder and with the Idaho state tax commission as provided in Idaho Code § 63-215.

Section 5. This ordinance shall be in full force and effect as of December 21, 2022.


Section 6. This ordinance is hereby declared to be severable. If any portion of this ordinance is declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purposes of the ordinance before the declaration of partial invalidity.

Section 7. All ordinances, resolutions, orders and parts thereof in conflict herewith are repealed, as of the effective date hereof.

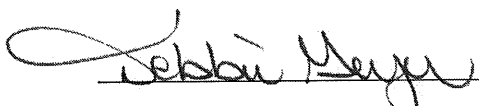
PASSED BY THE COUNCIL OF THE CITY OF CALDWELL, IDAHO, this 20th day of December, 2022.

APPROVED BY THE MAYOR OF THE CITY OF CALDWELL, IDAHO, this 20th day of December, 2022.

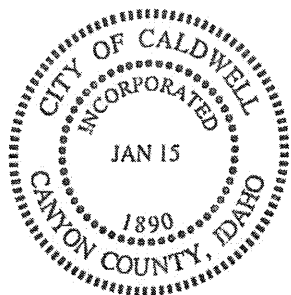
ATTEST:



Mayor Jarom Wagoner



City Clerk (or Deputy)



The Urban Renewal Agency of The City of Caldwell

BANK RECONCILIATION

Banner Bank

#50111/#24115

96-10050

Statement Date	Beginning Balance	Tax Deposits	Other Deposits	Withdrawals or Checks	Interest	Fees/Other	Ending Balance
10/31/2022	7,798,376.05	12,018.58	7,257,351.52	(777,676.35)	176.82		14,290,246.62
11/30/2022	14,290,246.62	5,026.91	49,633.91	(1,686,718.92)	189.48		12,658,378.00
12/31/2022	12,658,378.00	650,585.70	23.59	(18,000.00)	195.81		13,291,183.10
1/31/2023	13,291,183.10	5,773,133.43	5,550.33	(276,390.27)	195.84		18,793,672.43
2/28/2023	18,793,672.43	337,944.20			176.91		19,131,793.54
3/31/2023	19,131,793.54	56,394.47		(2,326,475.82)	14,012.49		16,875,724.68
4/30/2023	16,875,724.68	146,672.69	13,523.05	(2,707,047.26)	23,131.82		14,352,004.98
5/31/2023	14,352,004.98	50,061.44	5.18	(164,515.72)	21,799.94		14,259,355.82
6/30/2023	14,259,355.82	335,877.44		(104,572.58)	21,132.54		14,511,793.22
7/31/2023	14,511,793.22						14,511,793.22
8/31/2023	14,511,793.22						14,511,793.22
9/30/2023	14,511,793.22						14,511,793.22
Totals:		7,367,714.86	7,326,087.58	(8,061,396.92)	81,011.65	-	
						Projects - Restricted	-
						URA - Restricted	14,103,580.47
						URA North- Restricted	47,243.55
						URA Operations-Unrestricted	360,969.20

Local Government Investment Pool

#2519-22072

96-10398

Local Government Investment Pool #2519-22072					96-10398	
Transation Date	Beginning Balance	Interest	Withdrawals/D eposits	Ending Balance		
10/31/2022	746,012.01	1,286.83		747,298.84	Restricted - Other Tax Districts	-
11/30/2022	747,298.84	1,613.40		748,912.24	Restricted - Projects	14,103,580.47
12/31/2022	748,912.24	1,737.84		750,650.08	URA North- Restricted	47,243.55
1/31/2023	750,650.08	1,969.18		752,619.26	Unrestricted- Operations	360,969.20
2/28/2023	752,619.26	2,336.83		754,956.09		14,511,793.22
3/31/2023	754,956.09	2,498.03		757,454.12	Banner Bank - Operating	14,511,793.22
4/30/2023	757,454.12	2,785.52		760,239.64	Banner Bank - CD	-
5/31/2023	760,239.64	2,839.83		763,079.47	LGIP	766,114.52
6/30/2023	763,079.47	3,035.05		766,114.52		15,277,907.74
7/31/2023	766,114.52			766,114.52		
8/31/2023	766,114.52			766,114.52		
9/30/2023	766,114.52			766,114.52		
Totals:		20,102.51	-			

October 2022							November 2022							December 2022						
Series	Description	Zion's Account	GL Acct	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	738,305.36	1,447.38		739,752.74	739,752.74	1,831.16		741,583.90	741,583.90	2,182.07		743,765.97					
2006A URA	Rev Allocation	8913750A	10143	22,126.12	43.38		22,169.50	22,169.50	54.88	(22,224.38)	-	-	29.90		29.90					
2006A URA	Reserve Fund	8913750B	10341	-	-		-	-	-		-	-	-		-					
2008 URA	Bond fund	8913751	10146	750,946.39	1,472.16		752,418.55	752,418.55	1,862.52		754,281.07	754,281.07	2,219.43		756,500.50					
2008 URA	Rev Allocation	8913751A	10144	9,838.22	19.29		9,857.51	9,857.51	24.40	(9,881.91)	-	-	13.30		13.30					
2008 URA	Reserve Fund	8913751B	10342	-	-		-	-	-		-	-	-		-					
2012 URA Bonds	Rev Allocation	8913753	10148	7,202.26	631.03		7,833.29	7,833.29	19.29	(7,852.58)	-	-	10.57	(10.57)	-					
2012 URA Bonds	Debt Svc Acct	8913753A	10343	-	364.54		364.54	364.54	0.85	(365.39)	-	-	0.49	(0.49)	-					
2012 URA Bonds	Debt Svc Reserve	8913753C	10344	-	-		-	-	-		-	-	-		-					
2016 URA Bonds	Rev Allocation	8913754	10140	4,403.03	8.63		4,411.66	4,411.66	10.92	(4,422.58)	-	-	5.95	(5.95)	-					
2016 URA Bonds	Debt Svc Acct	8913754A	10142	206.03	0.40		206.43	206.43	0.51	(206.94)	-	-	0.28	(0.28)	-					
2016 URA Bonds	Debt Svc Reserve	8913754B	10340	-	-		-	-	-		-	-	-		-					
18 URA Bond	Rev Allocation	8913755	10150	4,623.21	9.06		4,632.27	4,632.27	11.47	(4,643.74)	-	-	6.25	(6.25)	-					
18 URA Bond	Debt Svc Acct	8913755A	10149	35.23	0.07		35.30	35.30	0.09	(35.39)	-	-	0.05	(0.05)	-					
18 URA Bond	Debt Svc Reserve	8913755B	10345	-	-		-	-	-		-	-	-		-					
18 URA Bond	Project Account	8913755C	10145	-	-		-	-	-		-	-	-		-					

Series	Description	Zion's Account	January 2023					February 2023					March 2023				
			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	743,765.97	2,477.11		746,243.08	746,243.08	2,648.98		748,892.06	748,892.06	2,549.39	(738,000.00)	13,441.45		
2006A URA	Rev Allocation	8913750A	10143	29.90			29.90	29.90		(29.90)		-			-		
2006A URA	Reserve Fund	8913750B	10341									-			-		
2008 URA	Bond fund	8913751	10146	756,500.50	2,519.53		759,020.03	759,020.03	2,694.34		761,714.37	761,714.37	2,593.04	(15,300.00)	749,007.41		
2008 URA	Rev Allocation	8913751A	10144	13.30			13.30	13.30		(13.30)		-			-		
2008 URA	Reserve Fund	8913751B	10342	-			-	-				-			-		

April 2023										May 2023										June 2023									
Series	Description	Zion's Account	Beginning Balance			Interest Deposits			Other Activity			Ending Balance			Beginning Balance			Interest Deposits			Other Activity			Ending Balance					
2006A URA	Bond fund	8913750	10141	13,441.45	51.70	(13,493.15)				(0.00)					(0.00)														
2006A URA	Rev Allocation	8913750A	10143	-	29.90					-					-														
2006A URA	Reserve Fund	8913750B	10341	-		(29.90)				-					-														
2008 URA	Bond fund	8913751	10146	749,007.41	2,881.17					751,888.58					754,794.52														
2008 URA	Rev Allocation	8913751A	10144	-						-					-														
2008 URA	Reserve Fund	8913751B	10342	-						-					-														

URA CURRENT PROJECT LIST

URA Projects - Other Taxing Districts				
	Amount Budgeted	Prior Year Costs	2023 Costs To Date	Remaining
1 Ustick Road Widening Participation (Canyon Hwy Dist #4 Increment Project)	3,100,000	104,000	0	2,996,000
2 Indiana: Ustick to Caldwell High School (Caldwell School District Increment Project)	663,617	110,203	72,264	481,150
3 Canyon Hill to Sacajawea (Caldwell School District Increment Project) - HAWK	360,000	179,079	139,768	41,153
4 County Fairgrounds (Canyon County Increment Project) / Fair Expo Site Imprv	2,477,811	1,003,544	849,171	625,096
URA Projects - City of Caldwell				
	Amount Budgeted		Project Spending	Remaining
5 Luby Park: Pickelball Construction / Rehab	811,350	35,143	417,586	358,621
6 Parking (Wildman lot across from Bldg. 621) - improvements/602 Cleveland	54,902	8,243	46,659	0
7 Demo and cleanup of Bennet Machine - 516 Main	125,000	66,196	7,668	51,136
8 Plaza Extension Festive Street (Arthur)- downtown - Arthur St from 5th to 6th	3,277,473	24,737	20,037	3,232,699
9 Hotel Site Improvements - deChase	3,241,043	2,019,319	500,627	721,097
10 213-215-217 Kimball - Norman Complex	442,242	342,242	7,094	92,906
11 Ustick Bridge Eastside Extension / I-84 to Middleton (60% URA)	214,161	27,527	16,962	169,672
12 Ustick Road Widening	6,871,182	1,422,806	3,477,663	1,970,713
13 21st Avenue Parking Lot	2,542,919	2,091,149	276,163	175,607
14 Paving — Centennial Boulevard median	426,822	6,164	72,335	348,323
15 Frontage Improvements - Franklin Road (Blue Bird Car Wash)	129,653			129,653
16 Compactor Relocation / 812 Main Street	200,000	30,806	164,892	4,302
17 Parking — Wolfe Field	99,106		28,720	70,386
18 Vineyard Public Space - Kimball and 9th Street Alley	532,710		48,243	484,467
19 Alley Improvements	550,000		5,157	544,843
20 Florida & Ustick Roundabout	1,600,000		11,961	1,588,039
21 6th Avenue Pedestrian Bridge Upgrades	50,000			50,000
22 Luby Park: Irrigation System	300,000		9,488	290,512
23 TVCC Remodel	34,000		34,000	0
24 Underground Power (Alley)	250,000			250,000
25 Ustick Widening - Indian Creek Bridge	1,101,945			1,101,945
26 Downtown Signage - Wayfinding	245,000		14,206	230,795
27 Wolfe Field - Hitting Facility	200,000			200,000
28 Foundation - Rice House	154,200			154,200
	30,055,135	7,471,158	6,220,663	16,363,314

Economic Development Activity Report June 2023

Current Projects

Miscellaneous Updates:

Project Bright: large industrial user that will bring high-tech jobs to the Caldwell region. They are moving forward with plans and reviewing state and county incentives available for the project.

Project Richard- considering a large-scale project in Caldwell. Looking to fill voids in the Caldwell community that will cater to Canyon County and the greater Treasure Valley as a whole.

Project Avery: retailer interested in Caldwell region. They have a strong brand in the Treasure Valley and the Mountain West region. Planning a site visit later this month or early August.

Project Paces: Large retailer that is still highly interested in Caldwell. They're looking at numerous sites in the area.

Project Bengal- meeting with this large grocer later in June to discuss a property in East Caldwell.

Project Lansing: seeking a contractor for the project. Construction should kick off within the next couple of months.

Fat Guys Fresh Deli: will be open later this month

VA Clinic: moving into their new building in August. Genesis Healthcare is purchasing its former building and will expand clinic operations in Canyon County.

- **North Ranch** is almost 100% spoken for. Plans are emerging for the full build-out of the area.

Project Yanke: Working on a site plan for a potential site of interest. Large grocer considering the East Caldwell region.

Federated Ordinance – Working on a wave of hires (since July 5th). Jobs are starting at \$25 per hour. Also working on other investments inside the 265k SF building.

North Caldwell URA:

Project PNW: back in the mix. Interested in kick starting discussions and are interested in annexation timing.

Annexation: still working on holistic annexation plans for the region. Application for annexation should be coming soon.

Downtown Updates:

Fine-tuning parking study results with Kimley-Horn. Updates will be coming soon. Working with three groups on a paid parking strategy which will be further discussed in a future City Council workshop.

GMI Post- the Japan Times (126 years old, read in over 100 countries) – Working on a report promoting Idaho in an upcoming series. Interested in doing a story about Caldwell.

Additional updates:

- Demand remains strong for smaller office space in Caldwell. Office users are looking for downtown Class A space
- Vineyard project and Festival Street will be pushed out to early next year
- Throughout the pandemic, the gap in housing availability has widened by over 500,000 homes, resulting in a national deficit of 7.3 million homes for extremely low-income renters.

Caldwell affordable residential projects:

Prospector Pointe – 504 units (70% AMI on average)

Westview Lofts Phase 2

Norfolk Apartments Senior Housing

Economic Development Activity Report June 2023

Downtown Updates:

Project Care (Update): Business offering services to families, scheduled to close on space/property, December 15th, unable to close due at this time. The property is currently going through the probate process, the interested party is still committed to this site and is being patient on the process. The interested property has acquire a site in Meridian, and is still committed to Caldwell. They have shifted their focus to a build- to -suit and have are meeting with landowner and developer this week. The developer was not interested in moving forward with the project at this time. It's been a challenge finding 6K Sf that meets their needs. They are not giving up, continuing to search for sites

Project 9th (Update): Local downtown business has out grown their space, seeking to purchase larger space in downtown. Working with them on resources available to make this purchase possible. Identified a couple of options that are available for purchase.

New Projects:

Project B: Future Idaho resident, seeking space for a boutique store. They are currently in the discovery phase, seeking options and learning more about the community.

Project Ranch: Local retail store seeking larger space. They have outgrown their space.

Project Juice: Well established Caldwell restaurant seeking to open another concept. Seeking to open an option that we are lacking in our downtown. We have explore a couple spaces that may work well for this concept.

Project Sweet: Seeking options to grow their business via investors

Project Ocean: Canyon County retail shop seeking a new location in Caldwell. They have a identified a space.

Changes:

619 Main St. is under new owner ship, with a possible end user

Rediscovered Books closing their Caldwell location

Grand Openings:

Ruszoni's Pizza opening