Regular City Council Meeting
(City Hall - Chambers Room #100)
March 16, 2026
6:00 PM

MEETING LOCATION
Caldwell City Hall
205 South 6th Avenue

Virtual Participation Option: Register in advance to provide public comments electronically or by telephone. During the registration process, you will be asked what item on the agenda you wish to speak about. Please use the case number as listed within the written notice.

Online registration must be submitted at least 24 hours in advance of the meeting. Click on the "public meetings" button on the center of the page. After registration, you will receive a confirmation email containing information about joining the virtual meeting. REGISTER AT: https://www.Cityofcaldwell.org

Written comments must be received at least 8 days in advance of the meeting to the Planning & Zoning Department at P&Z@Cityofcaldwell.org to be included within the staff report. All comments received after the staff report has been transmitted will be included in the case file and provided as late exhibits at the appropriate public hearing.

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

AGENDA

Workshop - held at 5:00pm

1. Community Planning Association (COMPASS) - Update and Report
2. Canyon County Anti Trafficking Taskforce - Update and Report

Invocation

Pledge of Allegiance to the Flag

Roll Call
Scott Tilmant, Chuck Stadick, Diana Register, Geoff Williams, Chris Allgood, Mike Dittenber

Conflict of Interest Declaration
The Mayor and members of the City Council have a duty to serve honestly and in the public interest. Where the Mayor or a member of the City Council have a conflict of interest, they may need to disclose the conflict and in certain circumstances, including land use decisions, they cannot participate in the decision-making process. Similarly, ex-parte contacts and site visits in most land use decisions must also be disclosed.

Special Presentations

1. LHTAC Road Scholars Presentations
2. School Capacity and Development Ordinance Discussion
3. 2025 City and Single Audit Report

Audience Participation
This section of the agenda is reserved for citizens wishing to address the Council regarding City-related issues that are not on the agenda. Persons wishing to speak will have three (3) minutes. Comments related to pending public hearings, including decisions that may be appealed to the City Council, are out of order and should be held for the public hearing. Repeated comments regarding the same or similar topics previously addressed are out of order and will not be allowed. Comments regarding performance by city employees are inappropriate at this time and should be directed to the Mayor, either by subsequent appointment or after tonight's meeting, if time permits. In order to ensure adequate public notice, Idaho Law provides that any item, other than emergencies, requiring Council action must be placed on the agenda of an upcoming Council meeting. As such, the City Council can't take action on items raised during citizens issues at the same meeting but may request additional information or that the item be placed on a future agenda.

Consent Calendar
The consent calendar includes items which require formal Council action, but which are typically routine or not of great controversy. Individual Council members may ask that any specific item be removed from the consent calendar in order that it be discussed in greater detail. Explanatory information is included in the Council agenda packet regarding these items and any contingencies are part of the approval. All Consent Calendar items are considered action items.

1. The Caldwell City Council dispenses with the 3 reading rule of Idaho Code §50-902 for all ordinances

2. Minutes

    a. City Council - March 2, 2026

    b. Audit Committee - August 29, 2025

3. Approve Resolution Accepting the Dedication of water main line facilities in the Clayton Homes Model Homes Center development.

4. Approve Resolution Accepting the Dedication of Water Main Lines in the Christian Brothers Automotive Development

5. Approve Resolution Establishing the Supervisory Control and Data Acquisition (SCADA) Service Roster

6. Approve Resolution Accepting an easement for newly constructed sanitary sewer and domestic water, (at: 4905 Enterprise Way) by Open Door Rentals LLC.

7. Approve Resolution Authorizing the Opengov Asset Management Implementation - Phase 2

8. Approve Resolutions authorizing a Professional Services Agreement between the City of Caldwell and Keizer Land Services, LLC for negotiation services for Property Use Agreements in the amount of $63,000.

9. Approve Resolution Accepting the Utility easement for domestic water line at Christian Brothers Automotive

10. Approve Resolution Awarding the 2026 Chip Seal Aggregate Contract

11. Approve Resolution authorizing a Professional Services Agreement between City of Caldwell and J.U.B. Engineering, Inc. for Design Services of the Elijah Culvert replacement at Lake Avenue in the amount of $112,700.00.

12. Approve Resolution authorizing the destruction of records that have reached their statutory retention requirements

13. Approve Resolution for the FAA AIP Grant Application for AIP 3-16-0045-043/044-2026, J-U-B Engineering Services in the budgeted amount of $185,049.00

14. Approve the Resolution Authorizing Wastewater Treatment Plant Equipment Storage Bldg proposal for the budgeted amount of $158,746.00

15. Approve the Resolution accepting the Wastewater Treatment Plant Administration Building Design Proposal of Bowen Collins Associates for $334,000.00

16. Approve the Notice of Intent to Award Contract – 4th of July Fireworks Display

17. Approve the Notice of Intent to Award Contract – Towing Services

18. Approve the Notice of Intent to Award Contract – Memorial Park Tree Pruning

19. Approve a revision to the Memorandum of Understanding between the City of Caldwell and Destination Caldwell, Inc.

20. Approve the Findings of Facts and Conclusions of Law for denial of Freedom 50 Development SUP25-000017, ZON25-000006

21. Approve the Findings of Facts and Conclusions of Law for Regency at Verbena Ranch No. 1 Final Plat (SFP25-000029).

22. Approve the FY2025 audited Financial Statements and Single Audit for the City of Caldwell

23. Approve request for a transfer of the Alcohol Beverage License for Indian Creek Steakhouse to the new owner, Emily Williams.

24. Approve the Resolution Authorizing the Agreement for use of City Facilities with Inferno Soccer

Old Business
This section of the agenda is to continue consideration of items that have been previously discussed by the City Council and to formally adopt ordinances and resolutions that were previously approved by the Council. Ordinances and resolutions are formal measures considered by the City Council to implement policy which the Council has considered. Resolutions govern internal matters to establish fees and charges pursuant to existing ordinances. Ordinances are laws which govern general public conduct. Certain procedures must be followed in the adoption of both ordinances and resolutions; state law often establishes those requirements. All Old Business items listed are considered action items unless otherwise noted.

1. Discuss Resolution Authorizing the Acceptance of a bid for installation of security features at railroad crossings

New Business
This portion of the agenda is for City Council consideration of items that have not been previously discussed by the Council. Ordinances and Resolutions are generally added to a subsequent agenda for adoption under Unfinished Business. However, the Council may consider adoption of an ordinance or resolution under New Business if timely approval is necessary. All New Business items listed are considered action items unless otherwise noted.

1. Consider the appointment of the Director of Economic Development

2. Consider Bill 11 Ordinance 3745 Authorizing the issuance and sale of up to $5,300,000 principal amount of general obligation bonds, series 2026; providing for the date, form, maturity, and designation of said bonds; authorizing a request for purchase proposals for said bonds by a notice of sale and official statement for the bonds; providing for limitation for the rate of interest on, principal amount of and maturities of said bonds; providing for the payment of principal of and interest on said bonds; providing for the registration and authentication of said bonds; setting the time, date, and place of sale of said bonds; providing for the purchase of the bonds and providing for conditions of acceptance of a purchase proposal for the bonds; providing for the payment of principal of and interest on said bonds by annual levies of taxes; creating certain funds and accounts; providing for other matters properly relating thereto.

3. Consider the Purchase and Sale Agreement for Fire Station #4

4. ACTION ITEM: Consider Bill No. 13 (Ordinance No. 3747) pertaining to Parking Regulations, with a request to move for its passage by title only and approve the summary for publication.

5. ACTION ITEM: Consider a Resolution authorizing the designation of time-limited parking and other restricted parking zones within the downtown zoning districts; affirming compliance with Chapter 9, Article 7 of the Caldwell City Code, pertaining to parking regulations, and providing for an effective date.

6. Annexation of Shadow Glen Subdivision, Phase 6 into the Caldwell Municipal Irrigation District

7. Consider Caldwell Financial Report

Comments
This section of the agenda is provided to allow the Mayor and City Councilors to make announcements and general comments relevant to City business and to request that items be added to future agendas for discussion. No final action or in-depth discussion of issues will occur.

1. Council Comments

2. Mayor’s Comments

The Caldwell City Council may convene into Executive Session pursuant to Idaho Code 74-206, identifying one or more of the

specific paragraphs (a) through (i).
Certain city-related matters may need to be discussed confidentially subject to applicable legal requirements; the council may enter executive session to discuss such matters. The motion to enter executive session must reference the specific statutory section that authorizes the executive session. No final decision or action may be taken in executive session.

Adjournment

Upcoming City Council Meetings/Workshops

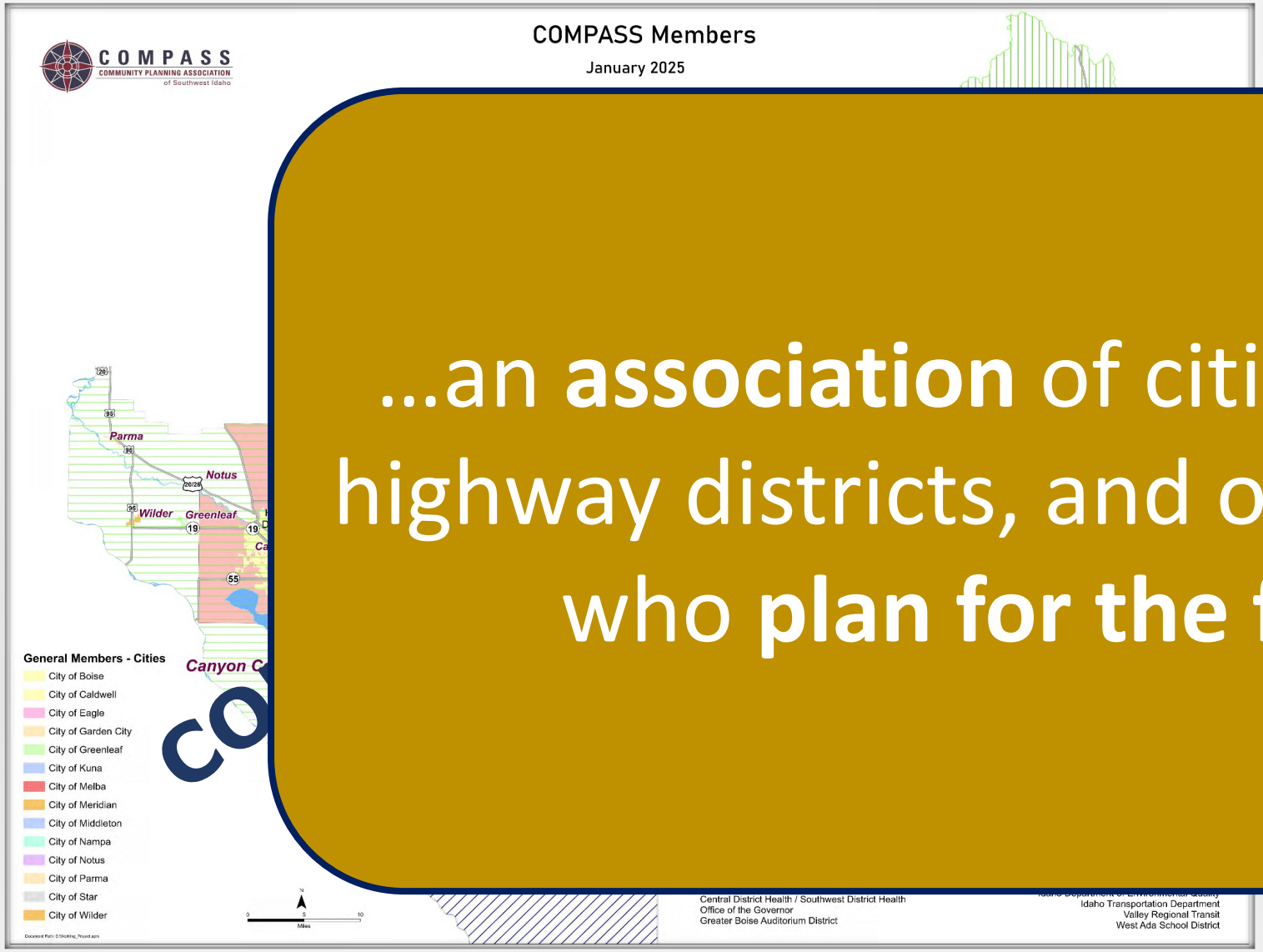
Additional information regarding Caldwell City Council public meetings and agendas may be found at https://www.Cityofcaldwell.org/Government/City-Council/Council-Meetings

Any person needing special accommodation to participate in the meeting should contact the City Clerk's Office at 208-455-4656 prior to the meeting. The entire agenda packet and minutes may be viewed on the City of Caldwell's website.
Cualquier persona que necesita arreglos especiales para participar en la reunión debe comunicarse con el Secretario de la Ciudad al 208-455-4656 antes de la reunión.

COMPASS:
Your forum for regional collaboration

Craig Raborn, AICP
Executive Director

Who is COMPASS?



Local governments

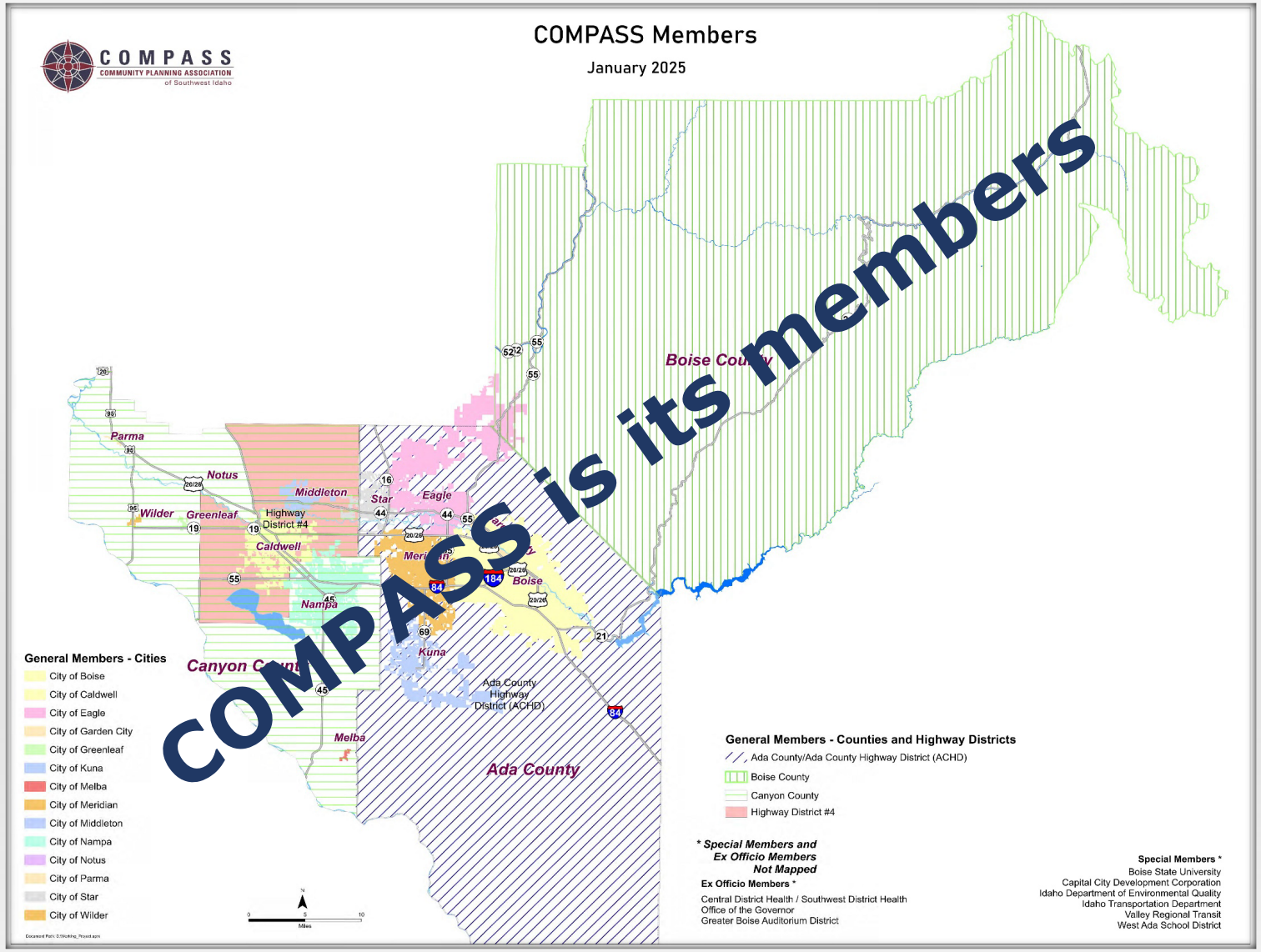
…an **association** of cities, counties, highway districts, and other agencies who **plan for the future**…

orporation

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rtment

Who is COMPASS?



Local governments

- Cities
- Counties
- Highway districts

Other agencies

- Boise State University
- Capital City Development Corporation
- Idaho Department of Environmental Quality
- Idaho Transportation Department
- Valley Regional Transit
- West Ada School District



The mission of COMPASS is to

- **conduct regional planning**, **facilitate coordination and cooperation**,
- serve as a **source of information and expertise** on issues affecting southwest Idaho, and
- assist member agencies in **accessing funding** to **accomplish local and regional goals**.

What does COMPASS do?

Conduct transportation planning



Distribute federal transportation dollars

Provide Technical Expertise

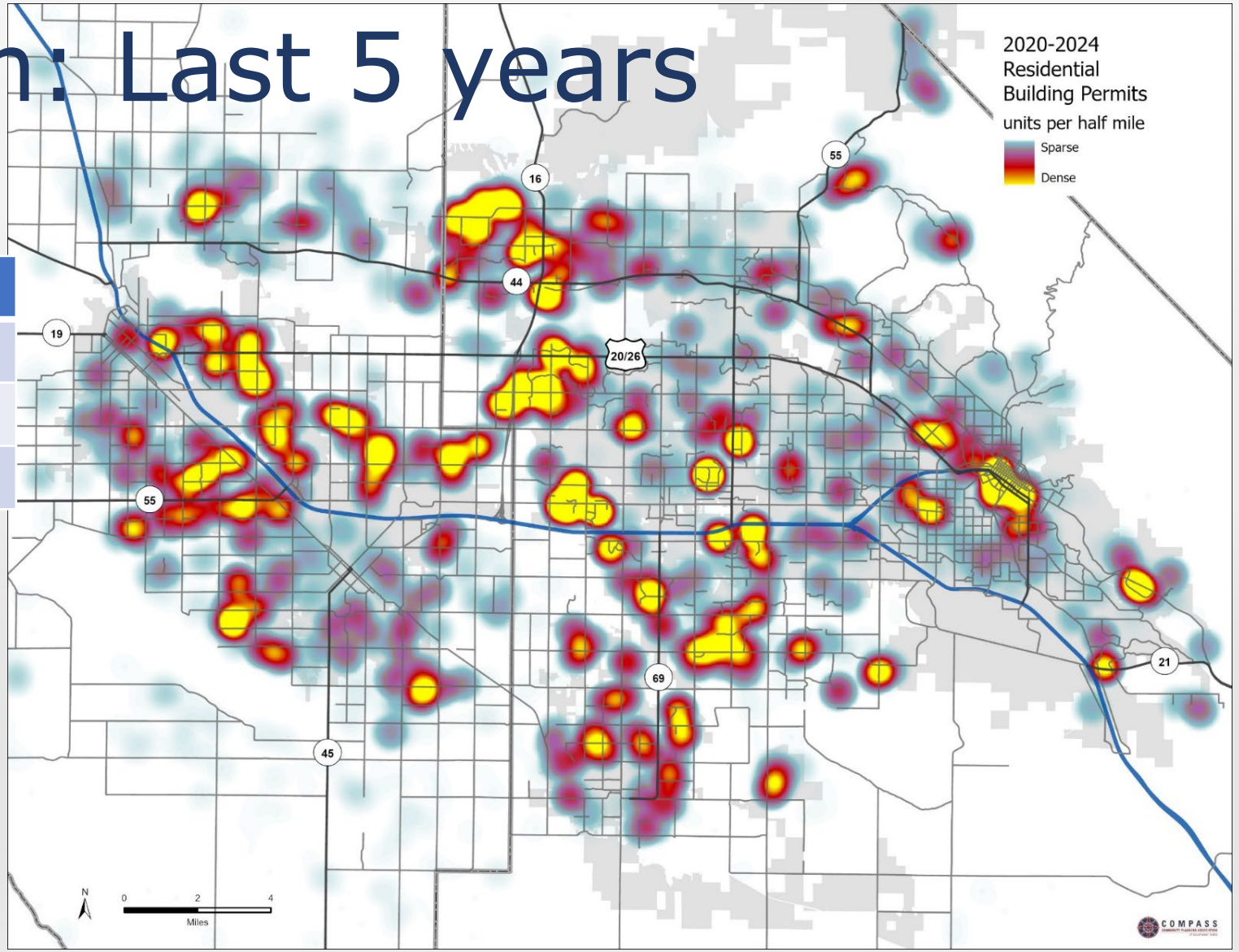
Facilitate Cooperative & Collaborative Process

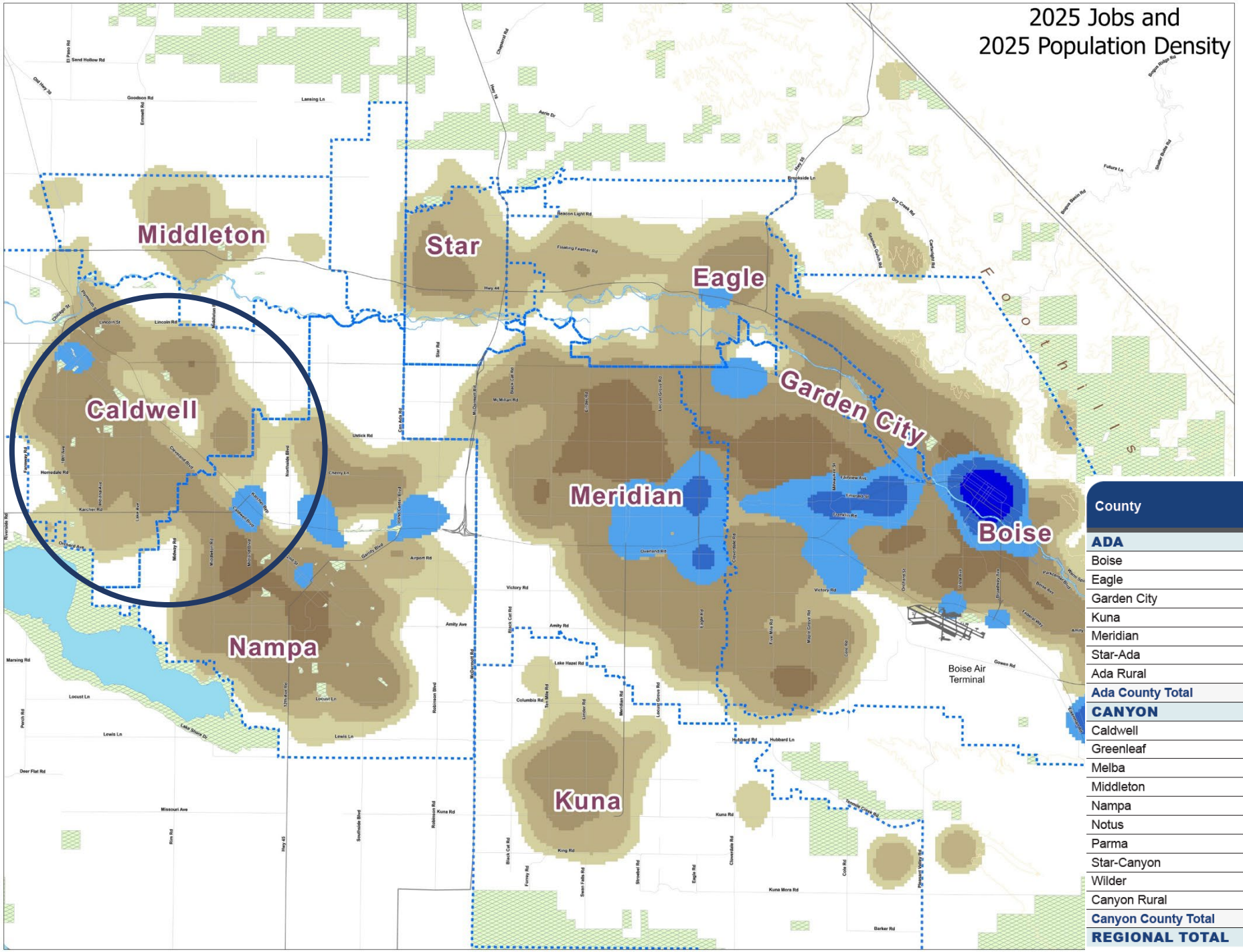
Dynamic Region: Last 5 years

- Population and Jobs

	Population	Jobs
2025	847,840	341,000
2050	1.075 million	462,000
2055	1.3 million	518,000

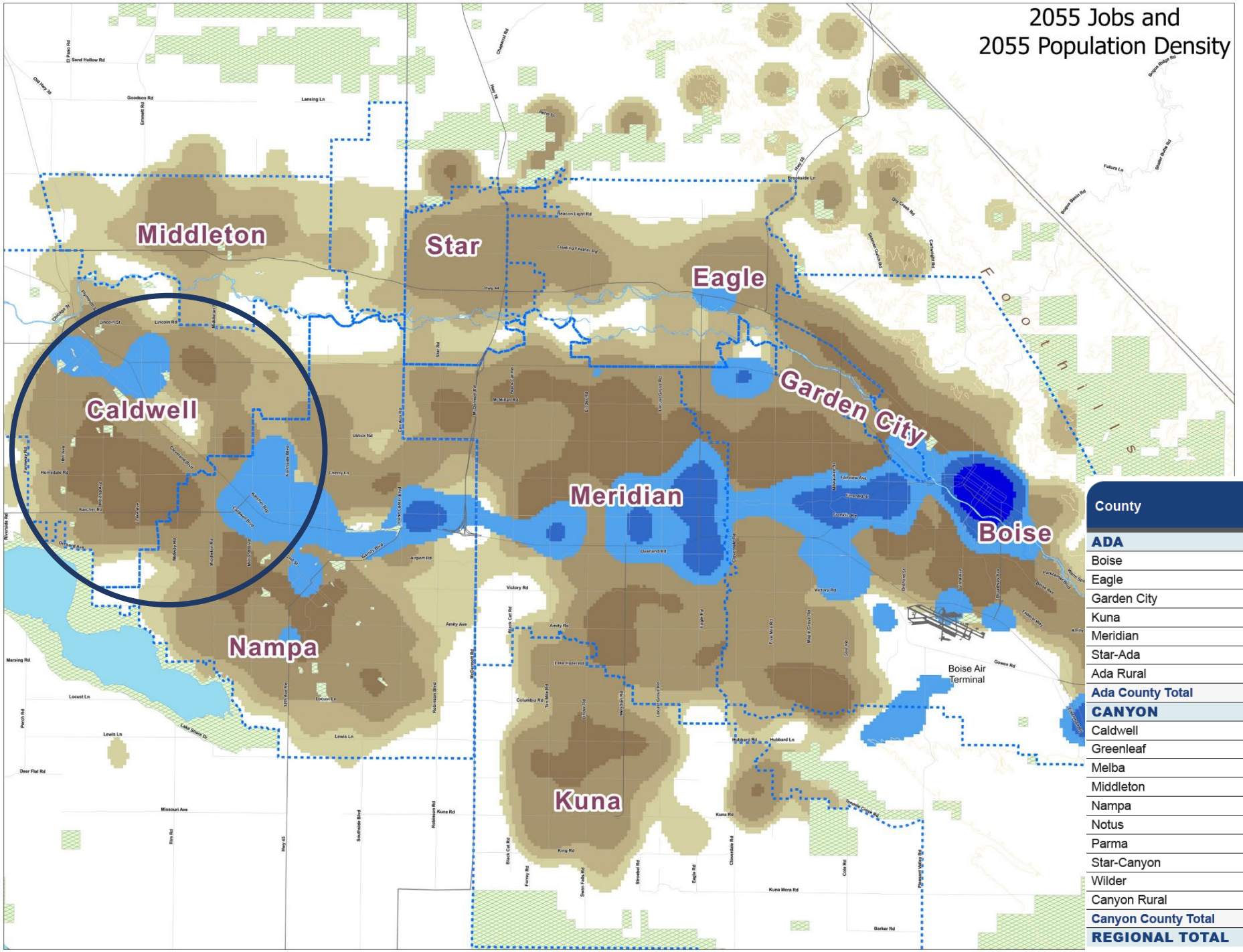
- 15 new households/day
- 16 new jobs/day





What are you facing?

County	2025 Population	2025 Jobs	2055 Population	2055 Jobs
ADA				
Boise	288,270	165,970	360,340	208,830
Eagle	40,280	11,700	61,420	16,340
Garden City	13,800	9,320	24,030	11,870
Kuna	41,810	6,770	96,840	22,920
Meridian	151,720	57,210	236,700	90,680
Star-Ada	21,940	3,610	37,410	8,650
Ada Rural	14,200	3,410	56,810	15,990
Ada County Total	**572,020**	**257,990**	**873,550**	**375,280**
CANYON				
Caldwell	83,580	23,060	138,230	41,260
Greenleaf	3,450	980	4,300	1,740
Melba	1,080	250	1,880	430
Middleton	18,940	3,150	41,110	9,950
Nampa	135,470	49,320	192,090	80,780
Notus	990	230	1,820	360
Parma	2,810	960	3,960	1,260
Star-Canyon	2,050	120	8,390	560
Wilder	2,200	470	4,020	1,220
Canyon Rural	25,250	4,400	30,650	5,020
Canyon County Total	**275,820**	**82,940**	**426,450**	**142,560**
REGIONAL TOTAL	**847,840**	**340,930**	**1,300,000**	**517,840**

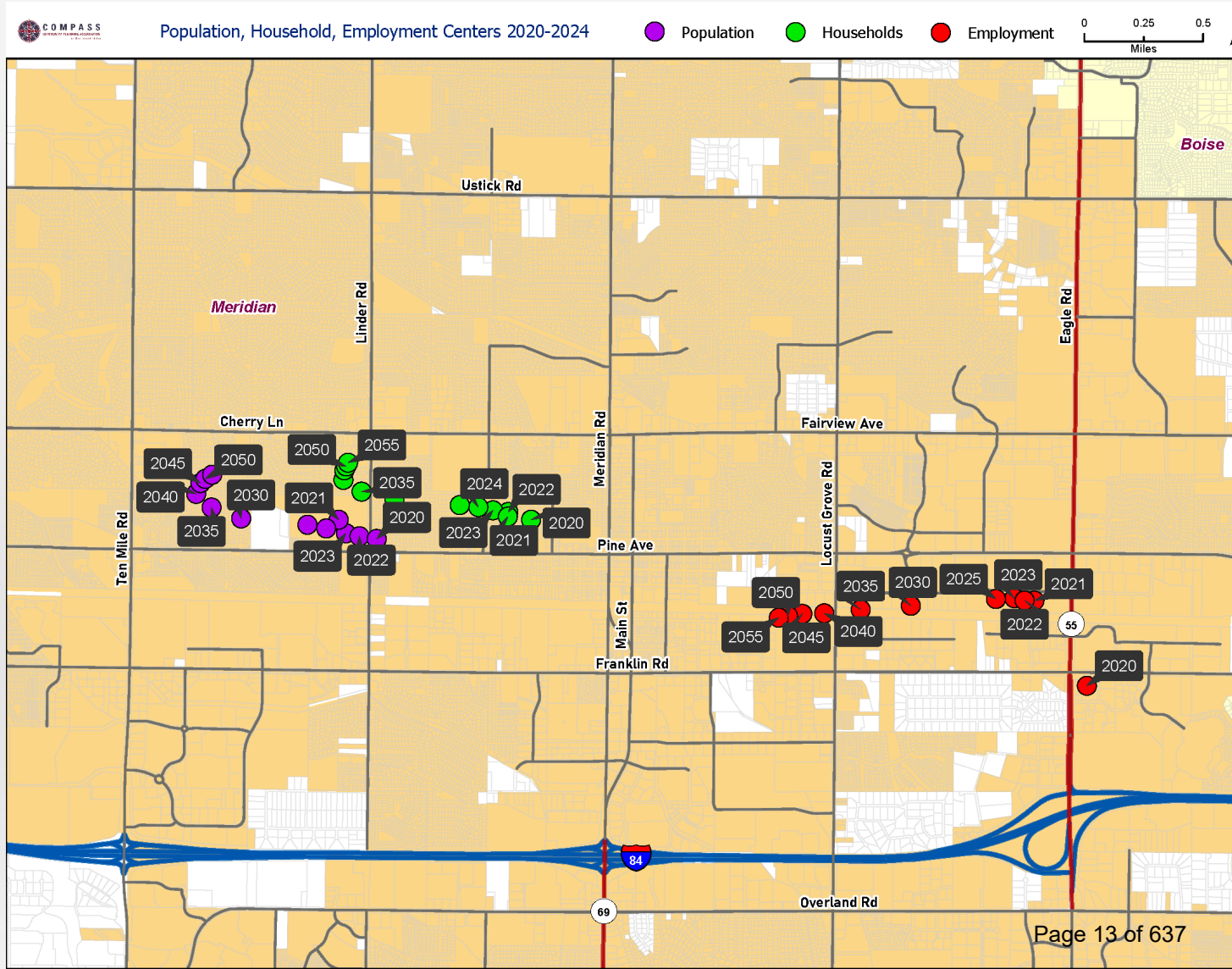


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Dynamic Region: Population and Jobs

- **Gaps** explain traffic and congestion
- **Growth** increases existing congestion and volumes
- **Drift** changes patterns of congestion and volumes



We provide…

- A seat at the table where decisions are made
- Your voice beyond the region
- Financial assistance
- Technical assistance
- Demographics and analysis
- Long-range planning and problem-solving



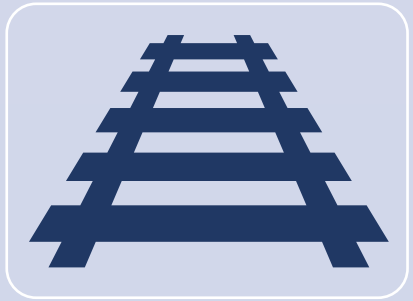


COMMUNITIES IN MOTION 2050

Regional plans



Regional Safety Action Plan

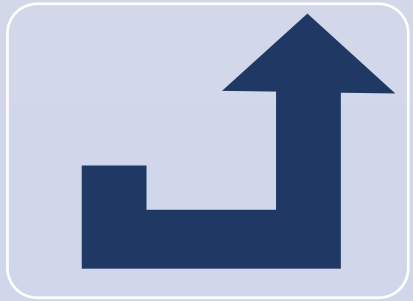


High-Capacity Transit Planning and Environmental Linkages Study

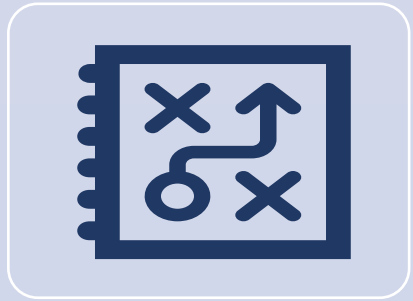


Connectivity Studies

- Northwest Canyon
- SH 69 Extension



Resilience Plan



Regional long-range transportation:

Communities in Motion

Regional plans



Regional goals

Safety



Economic Vitality



Quality of Life



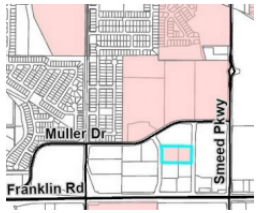
Convenience



Do proposed developments align with regional goals?

Communities in Motion (CIM) Development Review Checklist

Development Name:	Haystack Way Apartments
CIM Vision Category:	Existing Neighborhood
Consistent with CIM Vision?	YES
New Households:	156 **New Jobs:** ±10





Safety
How safe and comfortable is the nearest major road (minor arterial or above) for bicyclists and pedestrians? Analysis is limited to existing roadway conditions.

N/A

Pedestrian level of stress	N/A
Bicycle level of stress	N/A



Economic Vitality
To what extent does the project enable people, government, and businesses to prosper?

Economic Activity Center Access	✓
Impact on Existing Surrounding Farmland	✓
Net Fiscal Impact	✓



Convenience
What services are available within 0.5 miles (green) or 1 mile (yellow) of the project?

Nearest bus stop	✗
Nearest public school	✓
Nearest public park	✓



Quality of Life
Checked boxes indicate that additional information is attached.

Active Transportation	
Automobile Transportation	
Public Transportation	
Roadway Projects	✓

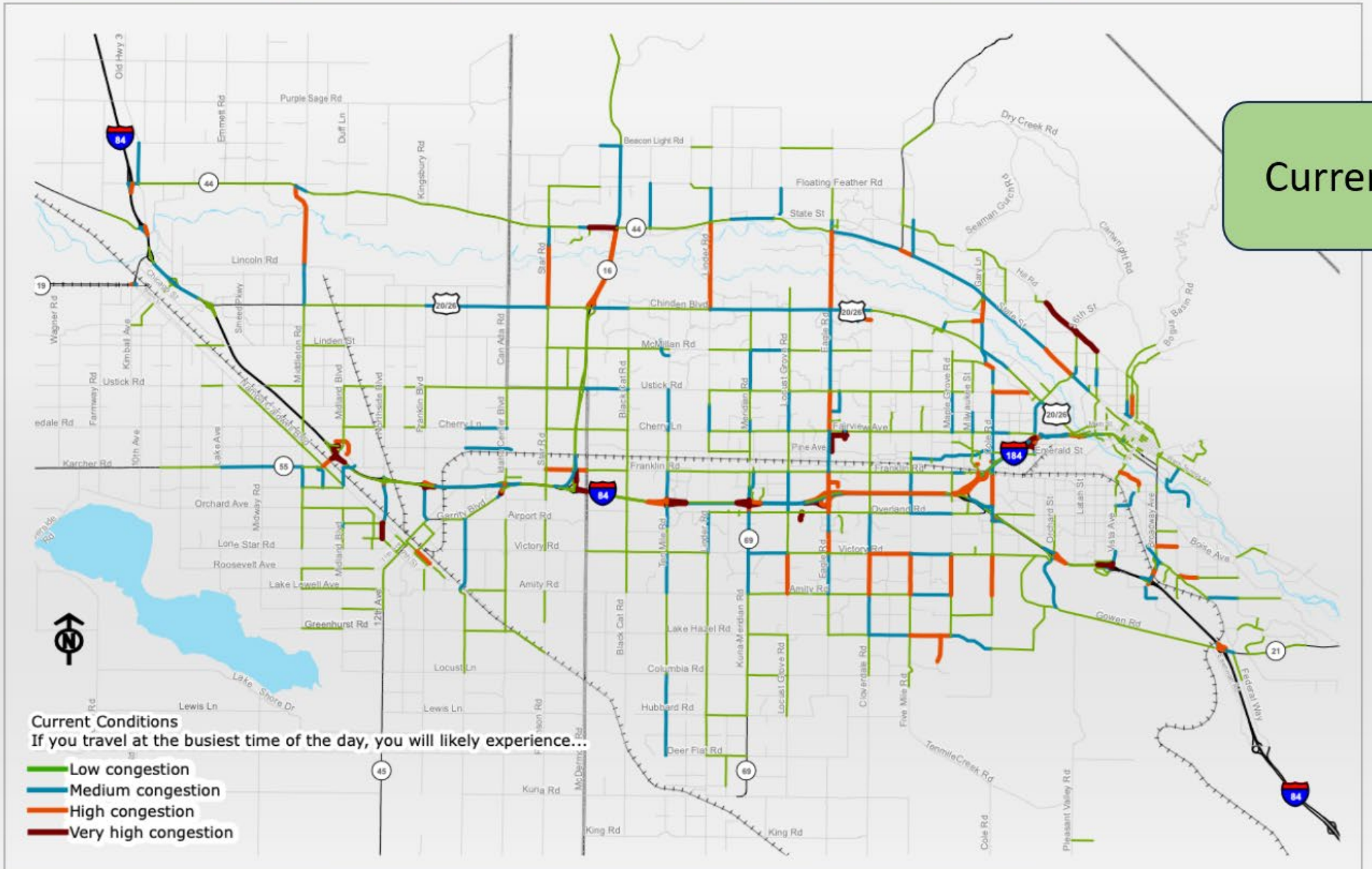
✓ **Improves performance** ✓ **Does not improve or reduce performance** ✗ **Reduces performance**

Funded improvements

- **Maintenance**
- **Safety projects**
- **Bridge rehabilitation and replacement**
- **Intelligent Transportation Systems**
- **Public transportation**
- **Bicycle/pedestrian projects**
- **Travel demand management**
- **Studies, planning, and special projects**
- **Roadway expansion**

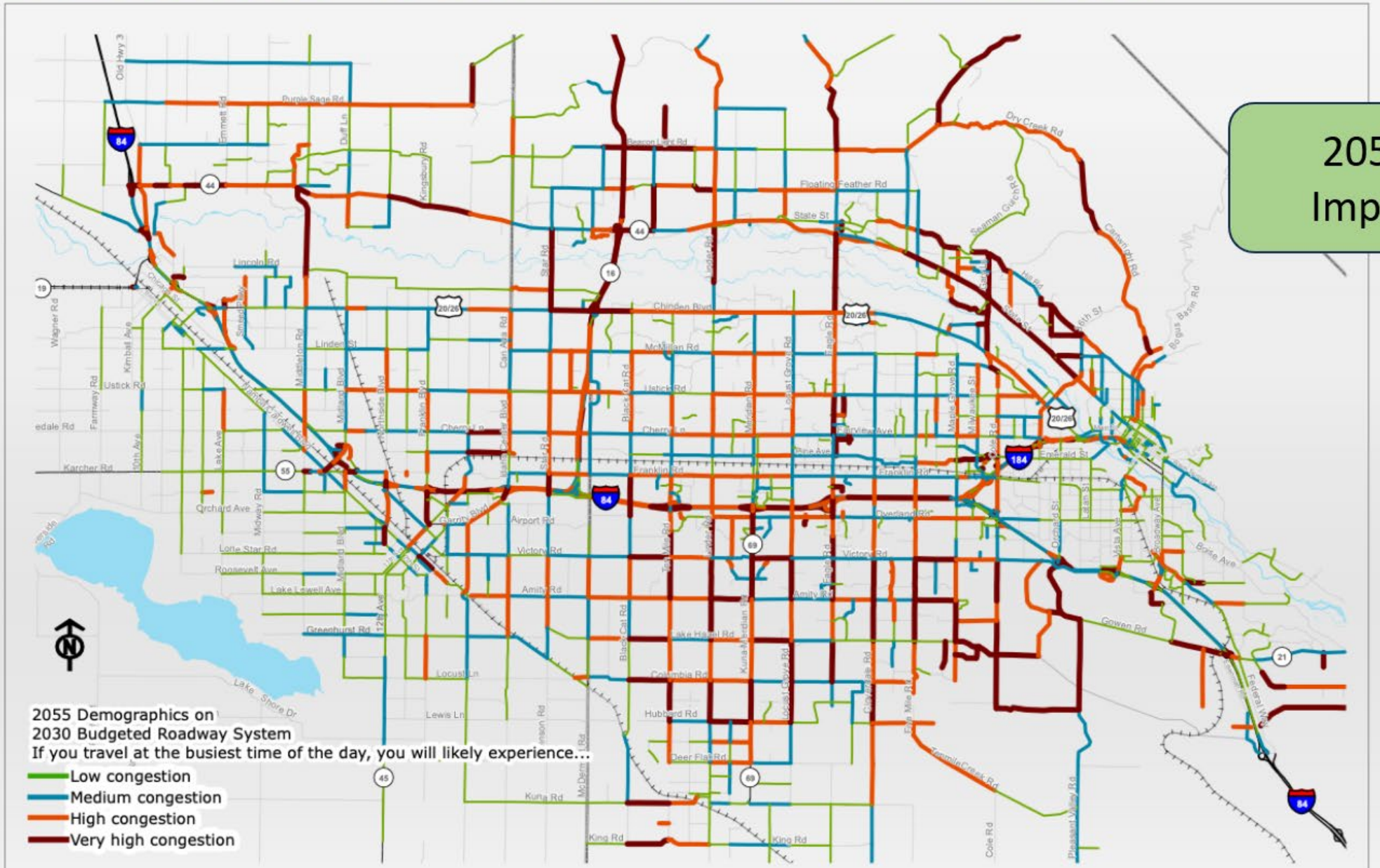


Benefits from investments…



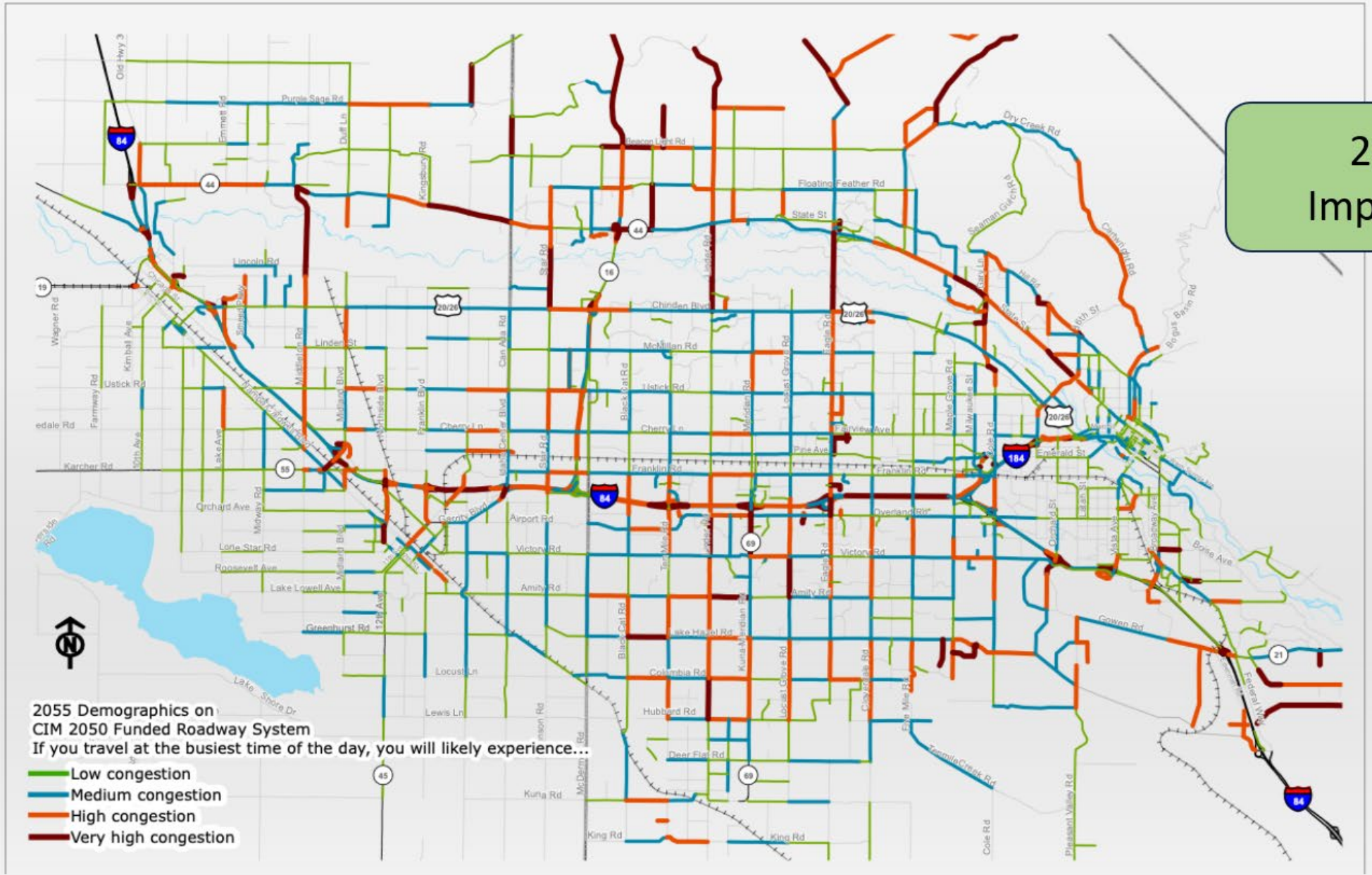
Current Conditions

Benefits from investments…



2055 *without* Improvements

Benefits from investments…



2055 *with* Improvements

Dynamic Region: Commuting Challenges

- Caldwell to Downtown Boise (I-84)

Plan Year	Travel Time	~20 years forecast
2006	50 minutes	2 hours
2013	34 minutes	70 minutes
2018	39 minutes	55 minutes
2023	~30 minutes	~44 minutes
2026	??	??

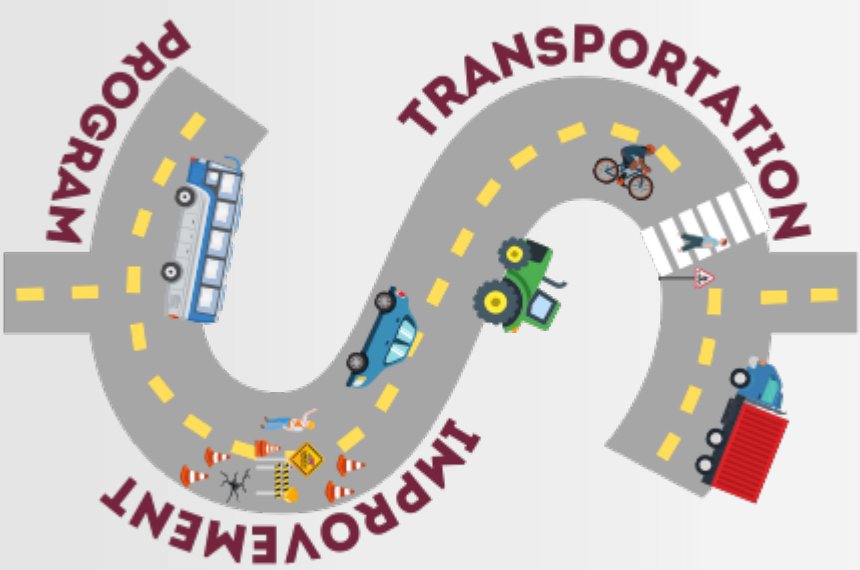
~49% increase **WITH** funded improvements

- "Event Days" – speeds 30% below average
  - 2023: 32 days
  - 2024: 37 days (+30 percent)

Unfunded needs



COMMUNITIES IN MOTION 2050



Resource Development Program



MEMBER NEEDS

↓

COMPASS APPLICATIONS

↓

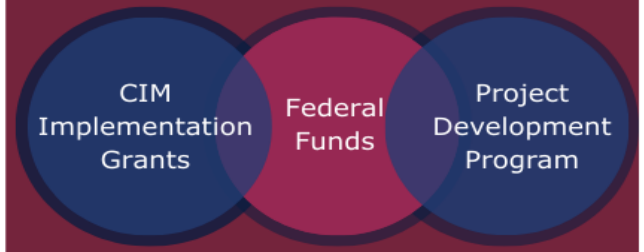
UNFUNDED PROJECTS

↓

RESOURCE DEVELOPMENT PLAN

↓

FUNDED PROJECTS



COMPASS SERVICES:

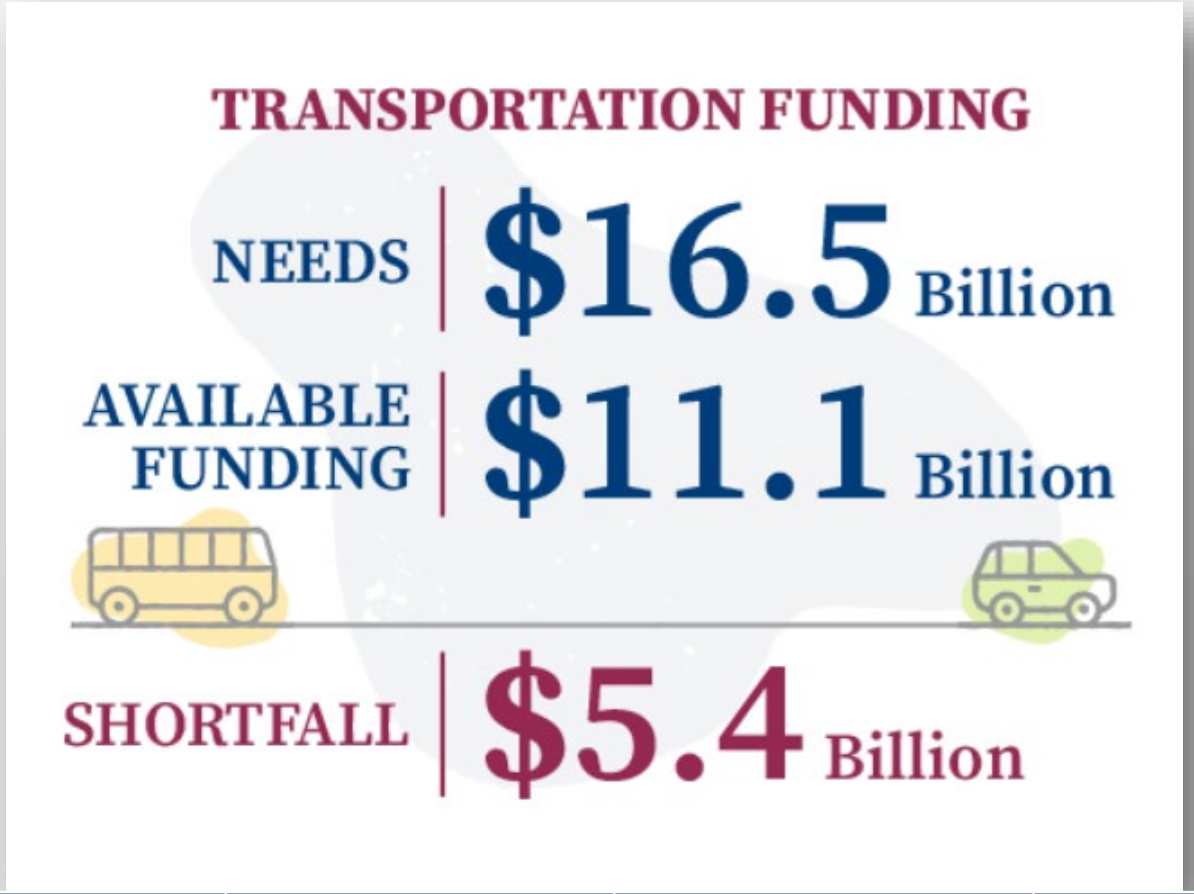
- Find/Share Resources



- Grant Assistance
  - ✓ Eligibility
  - ✓ Writing
  - ✓ Review
  - ✓ Management
  - ✓ Letters of support

COMPASS COMMUNITY PLANNING ASSOCIATION of Southwest Idaho

Needs, funding, and shortfall to 2050



	Needs	Funding	Shortfall
Annual	$589 million	$396 million	$193 million

Active 2026 legislative strategy

- Priorities
  - Increasing Revenue
  - Addressing Growth Impacts
  - Linking Housing to Transportation
- Focus on incremental changes
- Engagement with federal transportation policy

COMPASS makes things happen…

Long-range plan identifies needs

COMPASS funds project

Partner agency builds project

Region and residents benefit

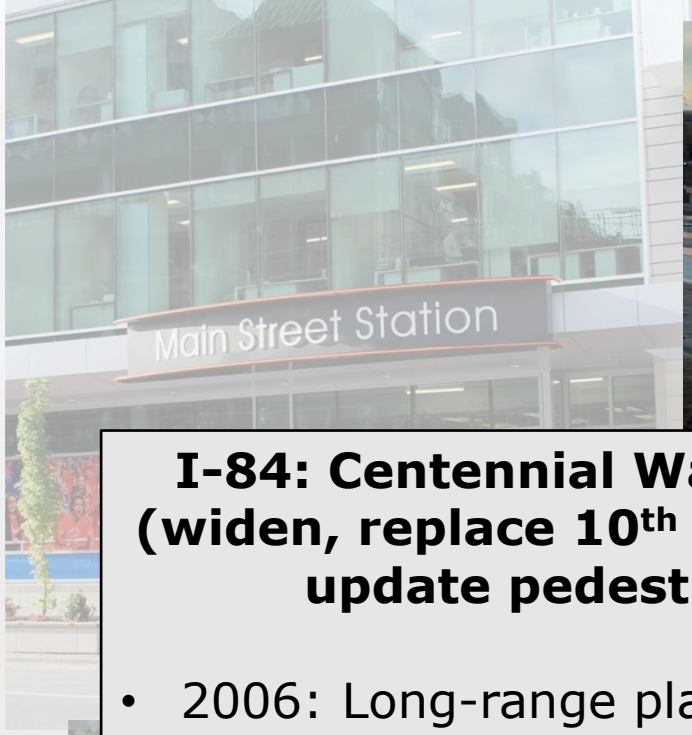








Large...





I-84: Centennial Way to Franklin Road (widen, replace 10th Avenue interchange, update pedestrian overpass)

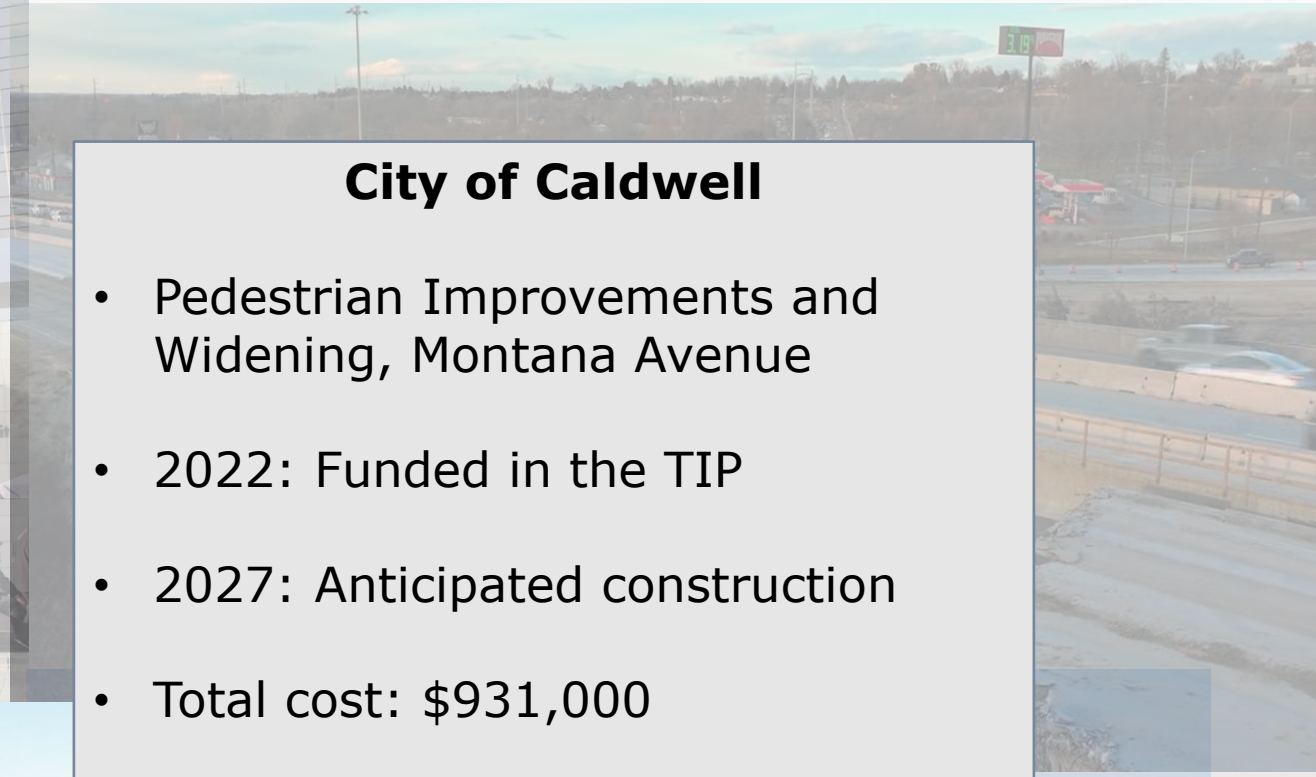
- 2006: Long-range plan
- 2022: Funded in the TIP
  - Study, design, right-of-way
- 2023: Construction began
- 2027: Open to public (anticipated)
- Total cost: $123.2 million

21 years



... and Small





City of Caldwell

- Pedestrian Improvements and Widening, Montana Avenue
- 2022: Funded in the TIP
- 2027: Anticipated construction
- Total cost: $931,000



Credit: Google



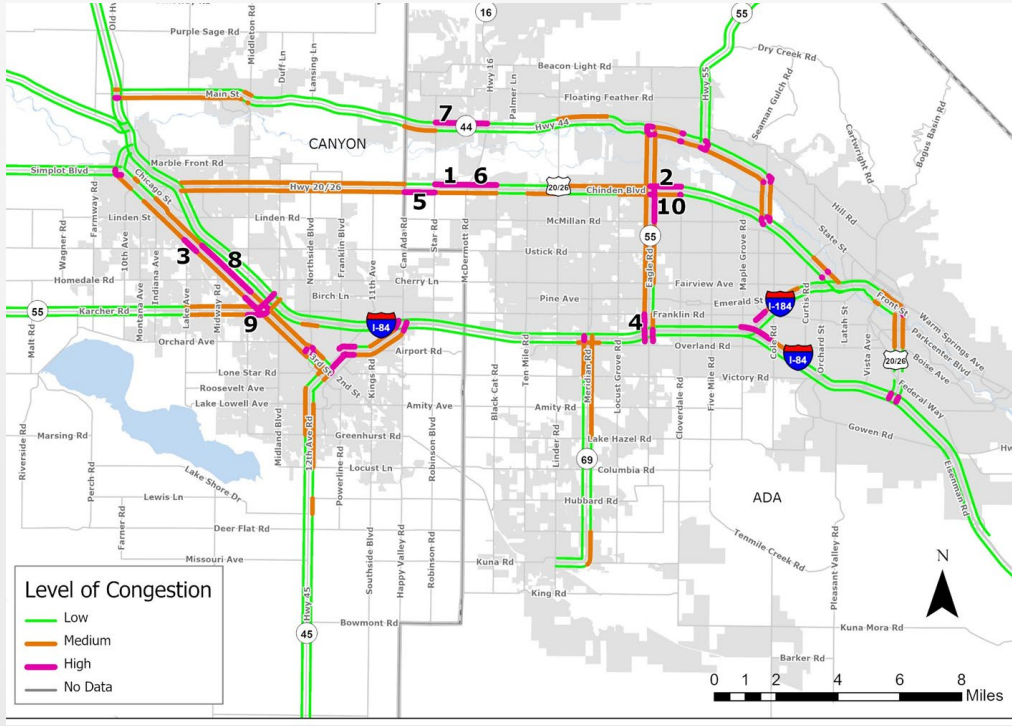
Meeting your needs

What we heard from your team – October 31:

- Needs/Challenges:
  - Transportation infrastructure improvements
  - Funding for road maintenance and new projects
  - Interchange justification report (I-84 near Ustick/Middleton)
- How we can help:
  - Search for funds for priority projects
  - Fund Project Development and *Communities in Motion* grants
  - Assist with federal grant applications
  - Facilitate inter-agency coordination
  - Provide data/technical support for studies and plans

We’re here to help…

- Plan for your future transportation system
- Save lives
  - Regional Safety Action Plan
  - Good Move safety education campaign
- Facilitate regional discussions
- Fund projects
- Connect local and regional planning
- Provide free educational resources
- Recognize achievements
- Collect, analyze, develop, understand, use, and display data



Serve as YOUR forum for regional collaboration



Contact

Craig Raborn, AICP
Executive Director
craborn@compassidaho.org

Find us online!

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www.youtube.com/compassidaho

www.linkedin.com/company/compassidaho

www.nextdoor.com/COMPASSidaho

https://compassidaho.org/inmotion-compasspodcast/

Financial Statements
September 30, 2025

City of Caldwell, Idaho



eidebailly.com

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Required Supplementary Information

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CITY OF CALDWELL, IDAHO

CITY OFFICIALS

September 30, 2025

MAYOR

Jarom Wagoner

COUNCIL

Brad Doty – Council President

Chris Allgood

Chuck Stadick

Diana Register

Geoff Williams

Mike Dittenber

CITY CLERK

Kristina Buchan

CITY TREASURER

Rachelle Castleberry

CITY FINANCE DIRECTOR

Raelynn North

Independent Auditor's Report

Members of City Council
City of Caldwell, Idaho
Caldwell, Idaho

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Caldwell, Idaho (the City), as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of September 30, 2025, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter

As discussed in Note 17 to the financial statements, the City has adopted the provisions of Governmental Accounting Standards Board (GASB) Statement No. 101, *Compensated Absences* for the year ended September 30, 2025. Accordingly, a restatement has been made to the governmental activities and business-type activities net position as of October 1, 2024, to restate beginning net position. Our opinions are not modified with respect to this matter.

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Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives 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 opinions. 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 GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. 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. Misstatements 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.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- 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 City's internal control. Accordingly, no such opinion is expressed.
- 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.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the schedule of employer's share of net pension asset/liability and employer's contributions, schedule of changes in the City's total OPEB liability and related ratios, and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board 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. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining nonmajor fund financial statements and schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200*, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the combining nonmajor fund financial statements and schedule of expenditures of federal awards, are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 11, 2026, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Eide Bailly LLP

Boise, Idaho
March 11, 2026

Management of the City of Caldwell, Idaho, (the City) offers readers of these financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended September 30, 2025.

FINANCIAL HIGHLIGHTS

- The assets and deferred outflows of resources of the City of Caldwell, Idaho exceeded its liabilities and deferred inflows of resources at September 30, 2025, by $595,323,757. This is an increase of $61,029,683 over the September 30, 2024, beginning balance of $534,562,290. Of this amount, unrestricted net position of $126,646,256 may be used to meet the City's ongoing obligations to citizens compared to $126,397,120 on September 30, 2024.

- As of September 30, 2025, the City of Caldwell's governmental funds reported combined ending fund balances of $79,355,827. This is a decrease of $2,794,579 under the September 30, 2024, balance of $82,150,406. Of this amount, $24,215,496 is unassigned, which includes $19,624,983 to be held for emergencies and $4,590,513 available for operations and project spending, compared to $17,832,239 on September 30, 2024.

- Management has committed $12,845,114 for capital projects and assigned $8,432,297 for city projects of the $46,035,342 in the general fund.

An explanation of the events and activities giving rise to the increases or decreases between years is provided in the main body of this report.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. These financial statements are comprised of three components:

1) government-wide financial statements
2) fund financial statements
3) notes to the financial statements

The report also contains required supplementary information and other supplementary information.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all City assets, liabilities, and deferred inflows/outflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator as to whether the financial position of the City is improving or deteriorating.

The statement of activities presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the

change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

Government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include general government, public safety, parks and recreation, community services, community development, streets and other charges. The business-type activities of the City include water, sewer, sanitation, golf, street lighting, and irrigation.

Fund Financial Statements

A fund is a grouping of related accounts that are used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City of Caldwell can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near term inflows and outflows of available resources, as well as on balances of resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's current financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate the comparison between the two.

The City maintains twelve governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, street fund, and debt service fund which are considered major funds. Data from the other nine funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements elsewhere in this report.

Proprietary funds. The City maintains two different types of proprietary funds, namely enterprise funds and internal service funds.

Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The City maintains six individual enterprise funds. Information is presented separately in the proprietary statement of net position and the proprietary statement of revenues, expenses and changes in fund net position for the Water, Sewer and Sanitation funds, which are considered major funds. Data from the other three funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major proprietary funds is provided in the form of combining statements elsewhere in this report.

Internal service funds are used to accumulate and allocate costs internally among the City's various functions. The City uses internal service funds to account for its employee section 125-benefit plan and to maintain and administer a post-retirement Health Retirement Account Voluntary Employee Beneficiary Association (HRA VEBA) authorized under Internal Revenue Code 501(c)(9). Data from these funds are combined into a single, aggregated presentation in the proprietary fund financial statements. Individual fund data for the internal service funds is provided in the form of combining statements elsewhere in the report.

Fiduciary funds. Fiduciary funds are used to account for resources held for the benefit of parties outside the City. Fiduciary funds are not reflected in the government-wide financial statement because the resources of those funds are not available to support the City's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide fund financial statements.

Other information. In addition to the basic financial statements and accompanying notes, this report also presents certain other supplementary information. Required supplementary information includes the budget to actual for the general fund and street fund. It also includes the schedules of the City's share of the net pension asset/liability and the City's contributions to the PERSI Base plan, FRF plan and OPEB plan. The combining statements referred to earlier in connection with non-major funds and internal service funds are presented immediately after the basic financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Over time, net positions may serve as a useful indicator of a government's financial position. At September 30, 2025, the City's assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources $595,323,757. This is an increase of $61,029,683 over the September 30, 2024, balance of $534,562,290. Current and other assets increased by $7,188,203, capital assets net of depreciation increased $57,853,413, deferred outflows decreased by $564,777, liabilities decreased by $6,027,976 and deferred inflows of resources increased $9,743,349. The changes in the accounts above are attributed to changes in net position which are discussed below.

Investments in capital assets totaling $456,147,896 represent by far the largest portion of the City's net position (76.62%). Capital assets are used to provide services to citizens, and they are not available for future spending. Capital assets for governmental activities, net of accumulated depreciation and amortization, totaled $285,033,524 at September 30, 2025, and increased $31,734,410 from September 30, 2024, balance of $253,299,114 for governmental activities. Capital assets, net of accumulated depreciation for business-type activities totaled $186,850,949 at September 30, 2025, and increased $26,119,002 from September 30, 2024, balance of $160,731,947. Major asset additions are scheduled on page 13.

Governmental activities. Governmental activities increased the City's net position by $30,231,167 (change in net position) accounting for a 5.66% increase in the net position. Governmental expenses totaled $70,358,372 compared to $68,051,542 in 2024. Police expenses increased $1,492,609 for salary, benefits and capital. Fire expenses increased by $1,818,157 for salary, benefits and capital.

Program revenues totaled $49,606,052, which is $11,682,176 less than last year and covered 70.5% of governmental expenses. A major component of this decrease is related federal grant revenue and expenditures decreasing.

Expenses less program revenues produced a net expense of $20,752,320. When netted against general revenues of $50,983,487 the change in net position for governmental activities is an increase of $30,231,167 (see statement of activities on page 18).

Business-type activities. Business-type activities increased the City's net position by $30,798,515 accounting for a 5.76% increase in the City's net position. Business-type operating expenses totaled $40,683,807 compared to $34,645,318 in 2024. Expenses for water, sewer, sanitation, and electrical increased $2,361,125, $975,853 $1,519,207, and $1,319,899, respectively. The water increase of $2,361,125 resulted from increases in personnel, contractual services, and infrastructure projects. The sewer increase of $975,853 resulted from increases in personnel, maintenance, and operations. The sanitation expense increase of $1,519,207 was caused by an increase in contractual services. The $1,319,899 increase in electrical was the result of an increase in maintenance and operations.

Program revenues totaled $68,663,525 compared to $55,177,455 in 2024 and covered 168.7% of expenses. The major component of this $13,486,070 increase was due to increases in charges for services. Charges for services for water, sewer, and sanitation increased $4,202,749, $1,632,300, and $2,748,928 respectively.

General revenues totaled $2,818,797 compared to $7,389,351 last year and covered 6.93% of expenses. General revenues are primarily comprised of investment earnings of $2,503,459, miscellaneous revenues of $470,767 and transfers to governmental activities of $169,807.

Expenses less program revenues produced net revenue of $27,979,718. When combined with general revenues of $2,818,797, the change in net position for business-type activities is an increase of $30,798,515 (see statement of activities on page 18).

City of Caldwell's Net Position

	Governmental Activities		Business-type Activities		Total	
	2025	2024*	2025	2024*	2025	2024*
Current and Other	$ 144,124,277	$ 143,544,406	$ 69,595,434	$ 62,987,101	$ 213,719,711	$ 206,531,507
Capital Assets	285,033,524	253,299,114	186,850,949	160,731,947	471,884,473	414,031,060
Total Assets	429,157,801	396,843,520	256,446,383	223,719,048	685,604,184	620,562,567
Deferred Outflows	5,859,045	6,487,683	879,685	815,824	6,738,730	7,303,507
Short-Term Liabilities	16,087,244	16,836,252	5,179,352	3,472,179	21,266,596	20,308,431
Long-Term Liabilities	29,723,577	36,198,573	2,038,589	2,549,734	31,762,166	38,748,307
Total Liabilities	45,810,821	53,034,825	7,217,941	6,021,913	53,028,762	59,056,738
Deferred Inflows	43,077,528	34,163,493	912,868	83,554	43,990,396	34,247,047
Net Investment in Capital Assets	269,296,947	236,837,653	186,850,949	160,731,947	456,147,896	397,569,600
Restricted	12,289,241	10,595,570	240,364	-	12,529,605	10,595,570
Unrestricted	64,542,309	68,699,662	62,103,947	57,697,458	126,646,256	126,397,120
Total Net Position	$ 346,128,497	$ 316,132,885	$ 249,195,260	$ 218,429,405	$ 595,323,757	$ 534,562,290

* Effective October 1, 2024 the City adopted provisions of GASB Statement No. 101 Compensated Absences. As a result of this change in accounting principle, it was not appropriate for the City to restate prior-period information for earlier periods than those presented in the basic financial statements. Therefore, information for the year ended September 30, 2024 was not restated. See note 17 to the financial statements for further information on the change in accounting principle.

At the end of the current fiscal year, the City is able to report positive balances in both categories of net position, both for the City as a whole, as well as for its separate governmental and business-type activities.

City of Caldwell's Statement of Activities

	Governmental Activities		Business-type Activities		Total	
	2025	2024	2025	2024	2025	2024
Revenues:						
Program revenues:						
Charges for services	$ 24,508,479	$ 20,530,865	$ 49,966,467	$ 39,890,677	$ 74,474,946	$ 60,421,541
Operating grants and contributions	1,560,140	3,038,893	-	-	1,560,140	3,038,893
Capital grants and contributions	23,537,433	37,718,470	18,697,058	15,286,779	42,234,491	53,005,249
General revenues:						
Property taxes-general purpose	30,104,776	27,533,223	-	-	30,104,776	27,533,223
Franchise fees	1,107,396	1,176,644	-	-	1,107,396	1,176,644
Sales tax and other government	13,578,375	13,909,704	-	-	13,578,375	13,909,704
Special assessments for debt service of LIDs	481,520	509,097	-	-	481,520	509,097
Investment earnings	3,618,444	4,011,695	2,503,459	2,302,124	6,121,903	6,313,819
Interest on Leases	91,735	80,208	5,666	6,500	97,401	86,708
Unrealized gain (loss) on investment	(83,015)	641,262	1,414	514,433	(81,601)	1,155,695
Miscellaneous	1,093,900	1,944,824	470,767	897,042	1,564,667	2,841,866
Gain (loss) on disposal	(65,844)	(843,579)	7,298	(11,247)	(58,546)	(854,826)
Internal transfers	169,807	(3,680,497)	(169,807)	3,680,499	-	2
Total revenues	100,589,539	106,570,809	71,482,322	62,566,807	172,071,861	169,137,616
Expenses:						
General government	10,539,745	13,918,183	40,683,807	34,645,318	51,223,552	48,563,501
Public safety	34,026,855	30,443,971	-	-	34,026,855	30,443,971
Culture and recreation	4,902,049	4,789,319	-	-	4,902,049	4,789,319
Community services and Development	6,651,574	6,874,476	-	-	6,651,574	6,874,476
Streets	14,130,547	11,740,415	-	-	14,130,547	11,740,415
Interest on long-term debt	107,601	285,178	-	-	107,601	285,178
Total expenses	70,358,372	68,051,542	40,683,807	34,645,318	111,042,179	102,696,860
	$ 30,231,167	$ 38,519,267	$ 30,798,515	$ 27,921,487	$ 61,029,682	$ 66,440,754

FINANCIAL ANALYSIS OF THE CITY'S FUNDS

As noted earlier, the City of Caldwell uses fund accounting to ensure and demonstrate compliance with finance related legal requirements.

Governmental Funds. The purpose of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of cash and near cash resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

At September 30, 2025, the City's governmental funds reported combined ending fund balances of $79,355,827. Of this amount, $24,215,496 (30.52%) is unassigned fund balance for operations and emergencies. Other assigned fund balances include: $12,681,639 to be used for debt services, $8,432,297 to be used for City projects, and $23,932 to be used for capital maintenance. Fund balance of $11,682,479 is committed for community services related to street projects with $6,097,983 committed for other community services. Fund balance committed for library services and capital outlay are $2,474,915 and $12,845,114, respectively. Finally, $901,972 is classified as non-spendable with the $337,631 being inventory, and $564,341 being pre-paid expenditures.

The general fund is the City's chief operating fund. At the end of the current fiscal year, unassigned fund balance was $24,215,496. Within the unassigned fund balance, the City should maintain $19,624,982 for reserves which is 30% of 2026 budgeted expenditures to cover operations and emergencies as needed. The remaining unassigned fund balance can be used for one-time expenditures approved by city council. Total general fund balance amounted to $46,035,342, which is $608,400 more than last year.

As a measure of the general fund's liquidity, it is useful to compare both unassigned fund balance and total fund balance to total fund expenditures of $53,017,092. Unassigned fund balance represents 15.9% and total fund balance represents 86.83% of total general fund expenditures.

Major components affecting the general fund's total fund balance are $8,432,297 assigned for city projects and $12,845,114 committed from impact fees for new parks, police and fire capital improvements, and capital equipment for park and recreation maintenance. General fund receivables for property taxes due within one year total $26,028,837, an increase of $2,539,392, from the September 30, 2024 balance of $23,489,445.

The street fund builds, maintains and monitors all roads, bridges, storm drains and other public easements within city limits. At the end of the current fiscal year, assigned fund balance in the street fund was $12,020,110, which is $4,656,980 less than last year. This fund balance is designated for streets and related transportation projects and is reported to the State Transportation Department annually. The street fund tries to maintain fund balance to cover all budgeted capital expenditures for the coming fiscal year to ensure timely payment of all current obligations, contracts and construction projects. The next fiscal year capital expenditures budget equals $19,181,325.

Proprietary Funds. The City's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

The changes in total net position for the Water, Sewer, and Sanitation funds were $11,007,502, $14,297,485 and $287,881, respectively. Total net position increase in the water fund resulted from excess revenues over expenditures of $2,988,448 (before contributions and transfers). The increase in sewer and sanitation fund net positions also resulted from excess revenues over expenditures of $8,658,163 and $287,881 (before contributions and transfers).

GENERAL FUND BUDGETARY HIGHLIGHTS

Budget to Actual Revenues. General fund revenues were under budget projections by ($7,676,351). This variance is reported in detail on page 70. Property tax and permit revenue is $737,572 and $1,050,695 over budget resulting from delinquent tax collections and unanticipated growth. Operating grants were under budget projections by ($8,669,754) resulting from a decline in grant expenditures.

Budget to Actual Expenditures. Savings in general fund expenditures totaled $16,693,907. General government expenditures were under budget by $10,496,830 due to grant projects. Capital outlay expenditures were under budget by $5,521,743 due to uncompleted capital projects.

CAPITAL ASSETS

Capital Assets. The City's investment in capital assets for its governmental and business-type activities at September 30, 2025, amounts to $471,884,473 (net of accumulated depreciation). This investment in capital assets includes land, buildings, improvements other than buildings including water and sewer service lines and streetlights, automobiles and equipment, infrastructure including streets, roads and bridges, and construction in progress. The City added $38,298,689 in capital assets (excluding contributed capital) during the year and retired assets totaling $2,216,533. Depreciation and amortization expense for the year was $19,628,589.

DEBT ADMINISTRATION

According to state statutes, all cities have a legal limitation on the general obligation debt equal to two percent of their assessed valuation. Using this formula, the City of Caldwell has a legal debt margin of $193 million, an increase of $23 million over last year due to increased total assessed value.

The City of Caldwell currently has $13,559,257 in total long term debt obligations as of September 30, 2025. Principal payments for debt totaled $547,570 during fiscal year 2025. No new debt was issued in fiscal year 2025. See Note 7 for more detailed information on debt.

Major capital asset additions during the current fiscal year included the following:

Governmental Funds	
General Fund Land and ROW	$ 598,785
Leased Equip & SBITA's	367,536
Street Equip & Machinery	200,301
Library Equip & Vehicles	137,456
Parks/Rec Vehicles & Equipment	189,927
Gen Fun Vehicles & Equipment	49,966
Fire Vehicles & Machinery	1,614,359
Police Vehicles	263,443
Cemetary Machinery	45,436
CNR Announcers Box	3,220,394
New Pool Rehab & Bath House	4,513,081
Park Improvements	989,912
Simplot & Wolfe Field Turf Replacement	13,874
City Hall Building Improvements	161,925
Airport Improvements	1,250,139
Street Dept Construction	10,295,170
Cemetary Buildings	206,722
CEC Facility Improvements	82,483
Public Safety Building Improvements	224,525
Dedicated Streets	14,554,913
Dedicated Storm Drains	981,985
Dedicated ROW's and Easements	4,083,745
	$ 44,046,077
Enterprise Funds	
Water Department Vehicle & Machinery	$ 211,708
Sewer Department Vehicle & Machinery	44,383
St. Light Machinery	86,406
Dedicated Water Lines	8,191,834
Water Meters & Water Line Improvements	4,125,854
Dedicated Sewer Lines	5,636,352
Well Improvements & Well Construction	728,208
Sewer Line New Construction	3,654,074
Sewer Plant Improvements	3,476,073
Dedicated Street Lights	1,214,798
Well Improvements & Well Construction	1,799,795
Sewer Line New Construction	4,288,466
Sewer Plant Improvements	746,631
	$ 34,204,582

Additional information on the City's capital assets can be found in Note 5.

ECONOMIC FACTORS AND NEXT YEAR'S PLANS

Enterprise fund utility rate increases varied in 2025. Water added new distribution system connections fees in lieu of the water main line fee and trunk line fee, and water usage rates increased approximately 10% in 2026. Sewer connection fees increased 4.9% and sewer user fees increased 35% and sanitation (garbage collection) rates increased 4.9%, respectively in 2026. Street lights increased 4.75%, respectively. These rates are set by council resolution each year including a public hearing for fee increases in excess of 5% of the fee previously charged.

Pending Conditions of Significant Importance. Economic conditions continued to improve slightly in 2025. The demand for new single-family residential units in 2025 resulted in 1,439 new residential building permits issued. Real estate prices and sales increased slightly as buyers continue to enter the market. Home sale prices stayed relatively the same, so did the county assessed values. District table values increased $1,173,536,939 from 2024 value of $8,088,798,783. New construction and annexations added $348,120,135 in taxable value. District Taxable values as of September 30, 2025, reached $9,251,134,921. Property taxes levied on this $9,251,134,921 are $31,528,863 compared to $29,080,020 levied on the $8,088,798,783 in 2024. The City also levied bond revenue in 2026 for the amount of $894,900. The City-wide levy decreased by .05% to 34.84 mills in 2025 compared to 36.78 mills in 2024.

The economy is continuing to grow at sustainable levels of new construction. Building permits, January-December, for new construction commercial and residential were 831 in 2019, 955 in 2020, 1,028 in 2021, 884 in 2022, 1,069 in 2023, 1,624 in 2024, and 1,457 in 2025. Demand for residential building permits is expected to decline slightly in 2026. Demand for commercial building permits is expected to stay the same in 2026.

Requests for Information. This financial report is designed to provide a general overview of the City of Caldwell's finances for all those with an interest in the City's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Treasurer, City of Caldwell, P.O. Box 1179, 411 Blaine St., Caldwell, Idaho 83606.

	Primary Government		
	Governmental Activities	Business-type Activities	Total
Assets			
Current Assets			
Cash, investments and cash equivalents	$ 84,010,042	$ 62,971,027	$ 146,981,069
Prepaid expenses	564,341	2,856	567,197
Receivables			
Interest	626,790	218,610	845,400
Taxes	33,215,352	-	33,215,352
Intergovernmental	3,348,483	-	3,348,483
Accounts, Net	2,488,676	4,774,934	7,263,610
Special assessments	675,359	-	675,359
Grants	707,903	-	707,903
Notes receivable	38,391	-	38,391
Lease receivable	268,468	7,551	276,019
Internal balances	14,000	(14,000)	-
Inventory	337,631	1,185,023	1,522,654
Total current assets	126,295,436	69,146,001	195,441,437
Noncurrent Assets			
Restricted cash and cash equivalents	1,577,643	426,117	2,003,760
Restricted investments	208,481	-	208,481
Net pension asset - FRF	12,289,241	-	12,289,241
Lease receivable	3,753,476	23,316	3,776,792
Capital assets			
Land and other assets not depreciated	43,927,143	31,149,668	75,076,811
Capital assets being depreciated	239,733,037	155,701,281	395,434,318
Right to use subscription IT assets, net of accumulated amortization	1,365,542	-	1,365,542
Equipment Lease, net of accumulated depreciation	7,802	-	7,802
Total noncurrent assets	302,862,365	187,300,382	490,162,747
Deferred Outflows of Resources			
OPEB liability	157,715	-	157,715
Pension	5,701,330	879,686	6,581,016
Total deferred outflows of resources	5,859,045	879,686	6,738,731

	Primary Government		
	Governmental Activities	Business-type Activities	Total
Current Liabilities			
Vouchers and payroll payable	10,271,428	3,758,283	14,029,711
Customer deposits	-	909,212	909,212
Interest payable	87,608	-	87,608
Advance Revenues	1,853,195	-	1,853,195
Subscription IT liabilities	481,933	-	481,933
Equipment lease liabilities	5,847	-	5,847
Current portion of compensated absences	2,666,387	511,857	3,178,244
Current portion of long-term liabilities	720,846	-	720,846
Total current liabilities	16,087,244	5,179,352	21,266,596
Noncurrent Liabilities			
Compensated absences payable	1,279,802	-	1,279,802
Bonds payable	10,540,000	-	10,540,000
Loan payable	3,200,218	-	3,200,218
Subscription IT Liabilities	787,733	-	787,733
OPEB liability	670,388	-	670,388
Net pension liability-Base Plan	13,245,436	2,038,589	15,284,025
Total noncurrent liabilities	29,723,577	2,038,589	31,762,166
Deferred Inflows of Resources			
Pension	5,975,807	883,227	6,859,034
OPEB liability	254,822	-	254,822
Lease related	4,056,334	29,641	4,085,975
Property tax revenue	32,790,565	-	32,790,565
Total deferred inflows of resources	43,077,528	912,868	43,990,396
Net Position			
Net Investment in capital assets	269,296,947	186,850,949	456,147,896
Restricted for pensions	12,289,241	-	12,289,241
Unrestricted	64,542,309	62,344,311	126,886,620
Total net position	$ 346,128,497	$ 249,195,260	$ 595,323,757

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue
Primary Government:					
Governmental Activities					
General government					
Executive and legislative	$ 390,998	$ -	$ -	$ -	$ (390,998)
Administrative	751,940	-	-	-	(751,940)
Legal	460,666	-	-	-	(460,666)
City clerk	471,377	52,509	-	-	(418,868)
Accounting	1,150,548	-	-	-	(1,150,548)
Other general government	4,419,894	3,333,326	-	-	(1,086,568)
Government buildings and engineering services	2,894,322	2,826,365	-	-	(67,957)
Public safety					
Law enforcement	17,867,897	931,093	97,961	-	(16,838,843)
Fire department	14,102,627	4,536,823	691,703	-	(8,874,101)
Building safety	2,056,331	5,856,531	-	-	3,800,200
Parks and recreation					
Parks	4,450,636	3,440,847	-	-	(1,009,789)
Culture and recreation	451,413	205,370	-	-	(246,043)
Community services					
Community services	4,871,160	571,381	5,037	491,621	(3,803,121)
Community development	1,726,683	-	569,834	22,072,588	20,915,739
Senior citizens	53,731	-	-	-	(53,731)
Streets	14,130,547	2,754,234	195,605	973,224	(10,207,484)
Interest on long-term debt	107,601	-	-	-	(107,601)
Total governmental activities	70,358,372	24,508,479	1,560,140	23,537,433	(20,752,320)
Business-Type Activities					
Water	11,594,630	14,124,591	-	8,191,834	10,721,795
Sewer	13,436,033	20,259,186	-	5,636,352	12,459,505
Sanitation	8,659,455	8,833,483	-	-	174,028
Golf	2,072,989	2,472,646	-	-	399,657
Electrical	2,051,597	1,394,332	-	1,214,798	557,533
Irrigation	2,869,103	2,882,229	-	3,654,074	3,667,200
Total business-type activities	40,683,807	49,966,467	-	18,697,058	27,979,718
Total Primary Government	$ 111,042,179	$ 74,474,946	$ 1,560,140	$ 42,234,491	$ 7,227,398

	Primary Government		
	Governmental Activities	Business-type Activities	Total
Change in Net Position			
Net revenue (expense)	$ (20,752,320)	$ 27,979,718	$ 7,227,398
General revenues			
Shared revenues			
Property taxes, levied for general purposes	30,104,776	-	30,104,776
Property taxes, levied for debt service	886,393	-	886,393
Franchise fees	1,107,396	-	1,107,396
Sales tax and other governmental	13,578,375	-	13,578,375
Special assessments for debt service of Local Improvement Districts	481,520	-	481,520
Unrestricted investment earnings	3,618,444	2,503,459	6,121,903
Unrestricted interest-leases	91,735	5,666	97,401
Unrestricted unrealized gain (loss) on investments	(83,015)	1,414	(81,601)
Miscellaneous	1,093,900	470,767	1,564,667
Gain (loss) on disposal of assets	(65,844)	7,298	(58,546)
Transfers	169,807	(169,807)	-
Total general revenues and transfers	50,983,487	2,818,797	53,802,284
Change in Net Position	30,231,167	30,798,515	61,029,682
Net Position, Beginning of Year	316,132,885	218,429,405	534,562,290
Restatement (see note 17)	(235,555)	(32,660)	(268,215)
Net Position, Beginning of Year as Restated	315,897,330	218,396,745	534,294,075
Net Position, End of Year	$ 346,128,497	$ 249,195,260	$ 595,323,757

	General	Street	Debt Service Fund	Other Governmental Funds	Total Governmental Funds
Assets					
Cash, investments and cash equivalents	$ 48,093,158	$ 14,461,457	$ 12,658,662	$ 7,243,383	$ 82,456,660
Prepaid expenses	542,435	-	-	21,906	564,341
Receivables					
Interest	173,998	53,292	304,621	89,473	621,384
Taxes	26,118,534	3,070,676	897,121	3,129,021	33,215,352
Intergovernmental	1,367,996	1,258,968	-	721,519	3,348,483
Accounts, Net	1,274,119	1,049,246	-	165,311	2,488,676
Special assessments	-	-	675,359	-	675,359
Grants	215,367	-	-	492,536	707,903
Notes	-	-	-	38,391	38,391
Leases	91,431	-	-	3,930,513	4,021,944
Due from other funds	111,214	-	-	14,000	125,214
Inventory	-	337,631	-	-	337,631
Restricted cash and cash equivalents	188,887	1,183,410	1,543	173,905	1,547,745
Restricted investments	-	-	-	208,481	208,481
	$ 78,177,139	$ 21,414,680	$ 14,537,306	$ 16,228,439	$ 130,357,564
Liabilities					
Vouchers and payroll payable	$ 3,529,649	$ 6,323,894	$ -	$ 408,437	$ 10,261,980
Due to other funds	7,550	-	21,820	81,844	111,214
Advanced revenues	1,853,195	-	-	-	1,853,195
Total liabilities	5,390,394	6,323,894	21,820	490,281	12,226,389
Deferred Inflows of Resources					
Unavailable property tax revenue	26,028,837	3,070,676	1,833,847	3,129,021	34,062,381
Unavailable revenue-other	638,349	-	-	18,284	656,633
Lease related	84,217	-	-	3,972,117	4,056,334
Total deferred inflows of resources	26,751,403	3,070,676	1,833,847	7,119,422	38,775,348
Fund Balances					
Nonspendable	542,435	337,631	-	21,906	901,972
Committed for library services	-	-	-	2,474,915	2,474,915
Committed for community services	-	11,682,479	-	6,097,983	17,780,462
Committed for capital outlay	12,845,114	-	-	-	12,845,114
Assigned for capital maintenance	-	-	-	23,932	23,932
Assigned for debt services	-	-	12,681,639	-	12,681,639
Assigned for city projects	8,432,297	-	-	-	8,432,297
Unassigned for operations	24,215,496	-	-	-	24,215,496
Total fund balances	46,035,342	12,020,110	12,681,639	8,618,736	79,355,827
	$ 78,177,139	$ 21,414,680	$ 14,537,306	$ 16,228,439	$ 130,357,564

Fund balance - total governmental funds		$ 79,355,827
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds. The costs of the assets is $384,556,232 and the accumulated depreciation is $99,522,708.		285,033,524
Some of the property taxes receivable are not available to pay for current-period expenditures and therefore are deferred in the funds.		393,875
Some of the City's long-term receivables will be collected after year-end, but are not available to pay for current-period expenditures and therefore are reported as unavailable revenue in the funds:		
Opioid settlements	577,343	
Interest receivable on community development loans	18,284	
Special assessments	938,947	1,534,574
The obligations related to the PERSI base plan and the PERSI FRF plan are not due and payable in the current period nor are they financial resources in the current period. Therefore, they are not reported in the funds.		
Net pension asset related to the PERSI FRF plan	12,289,241	
Net pension liability related to the PERSI base plan	(13,245,436)	
Deferred inflow of resources related to PERSI plans	(5,975,807)	
Deferred outflow of resources related to PERSI plans	5,701,330	(1,230,672)
Long-term liabilities, including subscriptions and leases are not due and payable in the current period and, therefore, are not reported in the funds.		(1,275,513)
Long-term debt is not due and payable in the current-period and therefore is not reported in the funds.		(14,461,064)
Interest on long-term debt is not due and payable in the current-period and therefore is not reported in the funds.		(87,608)
A portion of the accrued compensated absences are not due and payable in the current period and therefore, are not reported in the funds.		(3,946,189)
Internal service funds are used by management to charge the costs of certain employee benefits to individual funds. The assets and liabilities of certain internal service funds are included in governmental activities in the statement of net position.		811,743
Net position of governmental activities		$ 346,128,497

	General	Street	Debt Srvs Fund	Other Governmental Funds	Total Governmental Funds
Revenues					
Property taxes	$ 23,867,365	$ 3,166,855	$ 886,393	$ 3,037,338	$ 30,957,951
Franchise fees	1,107,396	-	-	-	1,107,396
Interest	1,964,596	753,559	526,823	319,339	3,564,317
Interest from leases	2,279	-	-	89,456	91,735
Licenses and permits	5,909,040	-	-	-	5,909,040
Intergovernmental	4,293,866	6,562,440	-	2,722,069	13,578,375
Capital grants	(676,376)	2,224	-	1,514,688	840,536
Operating grants	789,664	1,009,624	-	5,037	1,804,325
Charges for services	14,447,522	2,754,234	-	1,397,683	18,599,439
Assessments	-	-	96,753	384,767	481,520
Unrealized gain (loss) on investments	(23,695)	(27,291)	(22,112)	(11,223)	(84,321)
Miscellaneous	616,174	27,762	-	226,324	870,260
Total revenues	52,297,831	14,249,407	1,487,857	9,685,478	77,720,573
Expenditures					
Current					
General government	8,781,477	-	-	348,495	9,129,972
Public safety	32,233,843	-	-	-	32,233,843
Culture and recreation	451,413	-	-	3,439,281	3,890,694
Community services	1,760,856	-	-	3,774,652	5,535,508
Streets	-	7,448,324	608,817	-	8,057,141
Debt service					
Principal Repayments on					
Bonds	-	-	285,000	-	285,000
Loans	262,570	-	-	-	262,570
Subscriptions	562,404	-	-	-	562,404
Equipment leases	6,138	-	-	-	6,138
Interest and other	183,057	-	-	-	183,057
Capital outlay	8,776,140	10,853,800	12,263	3,148,962	22,791,165
Total expenditures	53,017,898	18,302,124	906,080	10,711,390	82,937,492
Excess (Deficiency) of Revenues Over (Under) Expenditures	(720,067)	(4,052,717)	581,777	(1,025,912)	(5,216,919)
Other Financing Sources (Uses)					
Proceeds from sale of capital assets	676,658	4,600	-	8,700	689,958
Contributions from other entities	-	971,000	-	226,800	1,197,800
Subscriptions	364,775	-	-	-	364,775
Transfers in	1,889,265	73,467	-	1,567,944	3,530,676
Transfers out	(1,602,231)	(1,653,330)	(105,308)	-	(3,360,869)
Total other financing sources (uses)	1,328,467	(604,263)	(105,308)	1,803,444	2,422,340
Net Change in Fund Balances	608,400	(4,656,980)	476,469	777,532	(2,794,579)
Fund Balance, Beginning of Year	45,426,942	16,677,090	12,205,170	7,841,204	82,150,406
Fund Balance, End of Year	$ 46,035,342	$ 12,020,110	$ 12,681,639	$ 8,618,736	$ 79,355,827

Net change in fund balances - total governmental funds	$ (2,794,579)
Amounts reported for governmental activities in the statement of activities are different because:	
Government funds report capital outlay as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.	
Capital outlay	22,791,165
Depreciation and amortization expense	(11,543,010)
In the statement of activities, the gain (loss) on sale of the equipment is reported, whereas in the governmental funds, the proceeds from sales increase financial resources. Thus, the change in net position differs from the change in fund balance by the net book value of the equipment sold.	(755,802)
Capital assets contributed do not provide financial resources.	21,254,912
Some property tax revenue in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.	33,218
Some of the City's long-term receivables will not be collected for several months after the City's fiscal year end and they are not considered available revenues in the governmental funds, but are instead counted as unavailable revenues. They are however, recorded as revenues in the statement of activities.	
Opioid Settlement	(26,138)
Special assessments	249,773
Revenues (expenditures) related to the PERSI obligations do not require the use of current financial resources and therefore, are not reported as revenue or expenditures in the governmental funds.	872,078
Long-term interfund loan proceeds provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the statement of net position. Repayment of interfund loan principal is an expenditure in the governmental funds, but the repayment reduces long-term debt in the statement of net position.	
Subscription principal payments	562,404
Equipment lease principal payments	6,138
Debt principle payments	547,570
Amortization of premium	(36,786)
Subscription proceeds	(364,775)
Interest expense accrued but not paid reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.	75,456
Expenditures related to the long-term portion of accrued compensated absences do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.	(751,751)
Internal service funds are used by management to charge the costs of certain employee benefits to individual funds. The net revenue (expense) of certain internal service funds are included in governmental activities in the statement of activities.	111,294
Change in Net Position	$ 30,231,167

	Enterprise Funds					Governmental Activities
	Water	Sewer	Sanitation	Other Enterprise Funds	Total	Internal Service Funds
Assets						
Current Assets						
Cash, investments and cash equivalents	$ 10,770,373	$ 44,594,894	$ 1,541,744	$ 6,064,016	$ 62,971,027	$ 1,583,280
Prepaid expenses	-	2,456	-	400	2,856	-
Receivables						
Interest	33,031	158,521	6,048	21,010	218,610	5,406
Accounts, net	1,090,713	1,901,718	1,006,225	776,278	4,774,934	-
Leases receivable	7,551	-	-	-	7,551	-
Inventory	999,734	-	-	185,289	1,185,023	-
Total current assets	12,901,402	46,657,589	2,554,017	7,046,993	69,160,001	1,588,686
Noncurrent Assets						
Restricted cash and cash equivalents	185,753	240,364	-	-	426,117	-
Leases receivable	23,316	-	-	-	23,316	-
Capital assets						
Not being depreciated	17,773,254	13,198,046	-	178,368	31,149,668	-
Being depreciated (net)	49,966,792	81,111,154	16,352	24,606,983	155,701,281	-
Total noncurrent assets	67,949,115	94,549,564	16,352	24,785,351	187,300,382	-
Deferred Outflow of Resources						
OPEB Liability	-	-	-	-	-	157,715
Pension	391,239	307,590	-	180,857	879,686	-
Total deferred outflow of resources	391,239	307,590	-	180,857	879,686	157,715
	$ 81,241,756	$ 141,514,743	$ 2,570,369	$ 32,013,201	$ 257,340,069	$ 1,746,401

	Enterprise Funds					Governmental Activities
	Water	Sewer	Sanitation	Other Enterprise Funds	Total	Internal Service Funds
Liabilities						
Current Liabilities						
Vouchers and payroll payable	$ 1,542,342	$ 1,194,774	$ 663,423	$ 357,744	$ 3,758,283	$ 9,450
Customer deposits	807,410	7,800	-	94,002	909,212	-
Due to other funds	-	-	-	14,000	14,000	-
Current portion of compensated absences payable	241,320	156,978	-	113,559	511,857	-
Total current liabilities	2,591,072	1,359,552	663,423	579,305	5,193,352	9,450
Noncurrent Liabilities						
OPEB liability	-	-	-	-	-	670,388
Net pension liability	957,988	666,967	-	413,634	2,038,589	-
Total noncurrent liabilities	957,988	666,967	-	413,634	2,038,589	670,388
Deferred Inflow of Resources						
Changes in assumptions-OPEB	-	-	-	-	-	254,822
Lease related	29,641	-	-	-	29,641	-
Pension	415,052	288,966	-	179,209	883,227	-
Total deferred inflow of resources	444,693	288,966	-	179,209	912,868	254,822
Net Position						
Investment in capital assets	67,740,046	94,309,200	16,352	24,785,351	186,850,949	-
Unrestricted	9,507,957	44,890,058	1,890,594	6,055,702	62,344,311	811,741
Total net position	77,248,003	139,199,258	1,906,946	30,841,053	249,195,260	811,741
	$ 81,241,756	$ 141,514,743	$ 2,570,369	$ 32,013,201	$ 257,340,069	$ 1,746,401

City of Caldwell, Idaho

Statement of Revenue, Expenses, and Changes in Fund Net Position– Proprietary Funds

Year Ended September 30, 2025

	Enterprise Funds					Governmental Activities
	Water	Sewer	Sanitation	Other Enterprise Funds	Total	Internal Service Funds
Operating Revenues						
Charges for services	$ 12,626,844	$ 20,075,532	$ 8,833,483	$ 6,749,207	$ 48,285,066	$ 501,883
Other	69,669	1,719	53,212	346,168	470,768	-
Total operating revenues	12,696,513	20,077,251	8,886,695	7,095,375	48,755,834	501,883
Operating Expenses						
Personnel expenses	3,395,606	2,207,204	-	1,556,725	7,159,535	165,785
Contractual services	2,350,993	3,076,607	8,461,137	1,339,627	15,228,364	190,503
Materials and supplies	158,255	509,635	130,000	283,038	1,080,928	-
Utilities	529,653	884,695	948	1,235,302	2,650,598	-
Repairs and maintenance	2,295,454	1,687,470	9,600	1,283,854	5,276,378	-
Other expenses	431,899	555,624	49,245	165,657	1,202,425	-
Depreciation	2,432,768	4,514,798	8,525	1,129,488	8,085,579	-
Total operating expenses	11,594,628	13,436,033	8,659,455	6,993,691	40,683,807	356,288
Operating Income (Loss)	1,101,885	6,641,218	227,240	101,684	8,072,027	145,595
Nonoperating Revenues (Expenses)						
Hook-on-fees	1,497,747	183,654	-	-	1,681,401	-
Interest income	381,442	1,832,017	59,408	230,592	2,503,459	54,127
Gain (Loss) on the sale of assets	7,300	-	-	-	7,300	-
Other Misc Revenues - Leases	5,666	-	-	-	5,666	-
Unrealized gain (loss) on investments	(5,592)	1,274	1,233	4,499	1,414	1,306
OPEB expenses (offset)	-	-	-	-	-	(89,744)
Nonoperating revenues (expenses)	1,886,563	2,016,945	60,641	235,091	4,199,240	(34,311)
Income Before Contributions and Transfers	2,988,448	8,658,163	287,881	336,775	12,271,267	111,284
Contributions from developers	8,191,832	5,636,352	-	4,868,872	18,697,056	-
Operating transfers in	13,071	2,970	-	-	16,041	-
Operating transfers out	(185,849)	-	-	-	(185,849)	-
Change in Net Position	11,007,502	14,297,485	287,881	5,205,647	30,798,515	111,284
Net Position, Beginning of Year	66,250,250	124,910,571	1,619,065	25,649,519	218,429,405	700,457
Restatement (see note 17)	(9,749)	(8,798)	-	(14,113)	(32,660)	-
Net Position, Beginner of Year as Restated	66,240,501	124,901,773	1,619,065	25,635,406	218,396,745	700,457
Net Position, End of Year	$ 77,248,003	$ 139,199,258	$ 1,906,946	$ 30,841,053	$ 249,195,260	$ 811,741

	Enterprise Funds					
	Water	Sewer	Sanitation	Other Enterprise Funds	Total	Internal Service Funds
Operating Activities						
Received from user charges	$ 12,684,491	$ 19,840,067	$ 8,778,484	$ 6,991,192	$ 48,294,234	$ 501,883
Payments to employees for services	(3,243,308)	(2,163,945)	-	(1,358,467)	(6,765,720)	-
Payments to suppliers for goods and services	(5,017,587)	(6,461,774)	(8,567,748)	(4,404,767)	(24,451,876)	(367,652)
Net Cash from Operating Activities	4,423,596	11,214,348	210,736	1,227,958	17,076,638	134,231
Noncapital Financing Activities						
Transfers in	-	2,970	-	-	2,970	-
Transfers out	(172,778)	-	-	-	(172,778)	-
Other financial assistance	5,666	-	-	-	5,666	-
Repayment of interfund loans	-	-	-	(14,000)	(14,000)	-
Net Cash from (used for) Noncapital Financing Activities	(167,112)	2,970	-	(14,000)	(178,142)	-
Capital and Related Financing Activities						
Acquisition of capital assets	(6,137,357)	(9,283,761)	-	(86,406)	(15,507,524)	-
Proceeds from sale of assets	7,300	-	-	-	7,300	-
Hook-on fees	1,497,747	183,654	-	-	1,681,401	-
Net Cash (used for) Capital and Related Financing Activities	(4,632,310)	(9,100,107)	-	(86,406)	(13,818,823)	-
Investing Activities						
Interest received on investments	385,305	1,817,834	57,118	223,003	2,483,260	53,442
Net increase (decrease) in pooled investments	(5,592)	1,274	1,233	4,499	1,414	1,306
Net Cash from Investing Activities	379,713	1,819,108	58,351	227,502	2,484,674	54,748
Net Change in Cash, Investments and Cash Equivalents	3,887	3,936,319	269,087	1,355,054	5,564,347	188,979
Cash, Investments and Cash Equivalents, October 1, 2024	10,952,239	40,898,939	1,272,657	4,708,962	57,832,797	1,394,301
Cash, Investments and Cash Equivalents, September 30, 2025	$ 10,956,126	$ 44,835,258	$ 1,541,744	$ 6,064,016	$ 63,397,144	$ 1,583,280
Supplemental Information						
Contributed capital assets	$ 8,191,834	$ 5,636,352	$ -	$ 4,868,872	$ 18,697,058	$ (11,364)

	Enterprise Funds					Governmental Activities
	Water	Sewer	Sanitation	Other Enterprise Funds	Total	Internal Service Funds
Reconciliation of Operating Income to Net Cash from operating activities						
Operating income	$ 1,101,883	$ 6,641,218	$ 227,240	$ 101,685	$ 8,072,026	$ 145,595
Depreciation	2,432,768	4,514,798	8,524	1,129,487	8,085,577	-
GASB 68 pension expense	118,510	8,336	-	127,462	254,308	-
Changes in assets and liabilities						
Accounts receivable	(105,006)	(237,184)	(108,210)	(117,203)	(567,603)	-
Prepaid expenses	-	(2,456)	-	(400)	(2,856)	-
Inventory	(293,036)	-	-	(146,289)	(439,325)	-
Vouchers payable	1,043,101	257,282	83,182	51,594	1,435,159	(11,364)
Compensated absences	32,392	32,354	-	70,298	135,044	-
Customer deposits	92,984	-	-	11,324	104,308	-
Net Cash from Operating Activities	$ 4,423,596	$ 11,214,348	$ 210,736	$ 1,227,958	$ 17,076,638	$ 134,231

	Employee Benefit Plan Trust
Assets	
Cash	$ 3,449,106
Accounts receivables	12,417
Total Assets	$ 3,461,523
Liabilities	
Vouchers payables	$ 144,979
Health claims incurred but not reported	706,614
Total liabilities	851,593
Net Position	
Restricted for Employee Benefit Plan Trust	2,609,930
Total Liabilities and Net Position	$ 3,461,523

	Employee Benefit Plan Trust
Contributions	
Employer	$ 5,528,595
Employees	765,360
COBRA	35,913
Total contributions	6,329,868
Other Income	
Rebates	251,700
Total other income	251,700
Deductions	
Insurance claim benefits	5,166,859
Change in health claims incurred but not paid	(25,017)
Stop loss premiums	641,534
Administrative expenses	439,619
Total deductions	6,222,995
Change in Net Position	358,573
Net Position, Beginning of Year	2,251,358
Net Position, End of Year	$ 2,609,931

Note 1 - Summary of Significant Accounting Policies

City of Caldwell, Idaho (the City) operates under a Mayor and Council form of government and provides the following services as authorized by its charter: public safety (police and fire), parks and recreation, community services, streets, and general administrative services.

The financial statements of the City have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The government's most significant accounting policies are described below.

Financial Reporting Entity

For financial reporting purposes, the financial statements for the City include all organizations for which the City is financially accountable, and other organizations for which the nature and significance of their relationships with the City are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete.

The City's Mayor is responsible for appointing members of the Caldwell Housing Authority Board, but the City's accountability for this organization does not extend beyond making the appointments. Therefore, Caldwell Housing Authority is not included in the City's financial statements.

The Urban Renewal Agency of the City of Caldwell (URA) was organized on December 21, 1998, to oversee redevelopment efforts in underdeveloped areas of Caldwell. The Board of Commissioners for the Agency includes three members from City Council and three members from the public who reside within the urban renewal boundaries. The URA is no longer considered a component unit of the City and is not included in the City's financial statements.

Government-Wide Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 30 to 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, franchise taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the government.

The City reports the following major governmental funds:

General Fund - The General Fund is the general operating fund of the City. It is used to account for all financial resources except those required to be accounted for in another fund.

Street Fund - The Street Fund is used to account for the operation of the street system. Operation, maintenance and construction of the streets is provided by property taxes, state sales tax, state gas tax and federal/state transportation funds.

Debt Service Fund - The Debt Service Fund is used to account for the revenue and expenses associated with debt services such as bond proceeds, project costs, and debt repayment, as well as Local Improvement District Debt services.

The City reports the following major enterprise funds:

Water Fund – The Water Fund is used to account for the operations of the water system.

Sewer Fund – The Sewer Fund is used to account for the operations of the sewer system.

Sanitation Fund – The Sanitation Fund is used to account for the billings and receipts for the City trash service. The trash collection is contracted out to an independent firm.

These funds are used to account for operations that are financed and operated in a manner similar to private business when the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered, primarily through user charges or when the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

Additionally, the City reports the following fund types:

Internal Service Funds - Internal Service Funds are used to account for the financing of goods or services provided by one department or agency to other departments or agencies of the City, or to other governments, on a cost reimbursement basis. The City uses internal service funds to account for its employee section 125-benefit plan and to maintain and accumulate a post-retirement Health Retirement Account Voluntary Employee Beneficiary Association (HRA VEBA) authorized under Internal Revenue Code 501(c)(9). This plan is subject to vesting and provides post-retirement benefits only (see Note 9).

Fiduciary Funds – Fiduciary funds are used to account for assets held on behalf of outside parties, including other governments. Trust funds account for assets held by the Government under the terms of a formal trust agreement.

Employee Benefit Plan Trust Funds account for the revenues received, expenses incurred and the net position available for health benefits of the City's employees.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are charges between various functions of the government when elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Amounts reported as program revenues include 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than as program revenues.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and products and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's enterprise funds are charges for services to customers for sales and services. The Water and Sewer Funds also recognize as nonoperating revenue the portion of hook-on fees intended to recover the cost of connecting new customers to the system. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the proprietary funds consider all highly liquid investments, including restricted cash, with a maturity of three months or less when purchased to be cash equivalents. The investment purchases and sales information is not available for individual funds and management believes that due to the nature of pooled investments this information is not significant for purposes of understanding the statement of cash flows. Accordingly, the net change method is used to report cash flows from investments in these statements.

For purposes of efficient cash flow management and the management of temporary investments, the City utilizes external investment pools for its cash.

Investments

State statutes authorize the City to invest in obligations of the U.S. Treasury and U.S. agencies, commercial paper, corporate bonds, repurchase agreements, City coupon and local improvement district bonds.

Investments are stated at fair value as determined by quoted market prices. The City pools its cash and investments to maximize interest income. The City allocates interest income on investments to the various funds based on the average balance of the net contribution of the respective fund.

Property Taxes Receivable

Within the governmental fund financial statements, property taxes are recognized as revenue when the amount of taxes levied is measurable, and proceeds are available to finance current period expenditures. Available tax proceeds include property tax receivables expected to be collected within sixty days after year-end. Property taxes attach as liens on properties on January 1, and are levied in September of each year. Tax notices are sent to taxpayers during November, with tax payments scheduled to be collected on or before December 20. Taxpayers may pay all or one-half of their tax liability on or before December 20. If one-half of the amount is paid on December 20, the remaining balance is due by the following June 20. Since the City is on a September 30 fiscal year-end, property taxes levied during September for the succeeding year's collection are recorded as unavailable revenue at the City's year-end and recognized as revenue in the following fiscal year. Canyon County bills and collects taxes for the City.

Lease Receivables

Lease receivables are recorded by the City as the present value of future lease payments expected to be received from the lessee during the lease term, reduced by any provision for estimated uncollectible amounts. Lease receivables are subsequently reduced over the life of the lease as cash is received in the applicable reporting period. The present value of future lease payments to be received are discounted based on the interest rate determined by the City based on the term of the lease.

Deferred Inflows and Outflows of Resources

In addition to assets, the statement of net position reports a separate section for deferred outflows of resources. This separate financial statement element represents the use of net assets that applies to future periods, so will not be recognized as an outflow of resources (expense) until that time. The government-wide statement of net position reports the future outflows related to pension obligations and other post-employment benefits as deferred outflows of resources. The balance of the deferred outflow of resources as of September 30, 2025, will be recognized as an expense and decrease in net position in future fiscal years.

In addition to liabilities, the statement of net position and the fund balance sheet reports a separate section for deferred inflow of resources. This separate financial statement element represents an acquisition of net assets that applies to future periods, so will not be recognized as an inflow of resources (revenue) until that time. The City has four types of items that qualify for reporting in this category. The first item, unavailable revenue from property taxes, arises under a modified accrual basis of accounting and is reported only in the Governmental Funds Balance Sheet. Delinquent property taxes not collected within 60 days of year-end are deferred and recognized as an inflow of resources in the governmental funds in the period the amounts become available. The second item is property tax levied for subsequent years, which represents property taxes received or reported as a receivable before the period for which the taxes are levied, and is reported as a deferred inflow of resources in both the government-wide statement of net position and the governmental funds balance sheet. Property taxes levied for subsequent years are deferred and recognized as an inflow of resources in the government-wide financial statements in the year for which they are levied and in the governmental fund financial statements during the year for which they are levied, if available. The third item is deferred inflows related to pension and OPEB plans as a result of various estimate differences that will be recognized as expenses in future years, reported in the government-wide statement of net position. The fourth item is deferred inflows related to leases where the City is the lessor and is reported in the governmental funds balance sheet and statement of net position. The deferred inflows of resources related to leases are recognized as an inflow of resources (revenues) on the straight-line basis over the term of the lease.

Receivables

In the government-wide financial statements, receivables consist of all revenues earned at year-end and not yet received. Allowances for uncollectible accounts receivable are based upon historical trends and the periodic aging of accounts receivable.

In the governmental fund financial statements, receivables are recorded when they are both measurable and available. Proprietary fund receivables consist of all revenues earned at year-end and not yet received.

Interfund Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/due from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

Inventories

Inventories are stated at the lower of cost (first-in, first-out method) or market. The costs of inventory items are recognized as expenditures in governmental funds when consumed (consumption method) and as expenses in proprietary funds when used.

Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items) are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the City as assets with an initial, individual cost of more than $20,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are valued at their estimated acquisition value on the date donated. Public domain infrastructure consisting of roads and sidewalks are also reported in the applicable governmental or business-type activities columns in the government-wide financial statements but are not reported in the fund financial statements.

Right to use subscription IT assets are recognized at the subscription commencement date and represent the City's right to use the underlying IT asset for the subscription term. Right to use subscription IT assets are measured at the initial value of the subscription liability plus any payments made to the vendor at the commencement of the subscription term, less any subscription incentives received from the vendor at or before the commencement of the subscription term, plus any capitalizable initial implementation costs necessary to place the asset into service.

They are amortized over the shorter of the subscription term or useful life using the straight-line method. The amortization varies from 4 to 7 years.

Depreciation is recorded by use of the straight-line method. The book value of each asset is reduced by equal amounts over its estimated useful life as follows:

	Estimated Useful Life (Years)
Buildings	10-50
Improvements other than buildings	7-40
Sewer and water service lines	30-50
Public domain infrastructure	30-50
Office furniture and equipment	3-30
Vehicles	5-10
Machinery and equipment	3-20

Maintenance, repairs and minor renewals are charged to operations as incurred. When an asset is disposed of, accumulated depreciation is deducted from the original cost, and any gain or loss arising from its disposal is credited or charged to operations.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Risk Management

The City is exposed to various risks of loss related to theft of, damage to, or destruction of assets. The City participates in a public entity risk pool, Idaho Counties Risk Management Pool (ICRMP), for liability insurance. The City's exposure to loss from its participation in ICRMP is limited only to the extent of their deductible.

The City provides self-insurance against potential unemployment claims. Expenses and funding for these risks are provided for in the funds responsible for employment of the workers.

The City also partially self-insures health and accident insurance. The City established the "Employee Benefit Plan Trust" (the Trust) in 2008. All health claims are paid from this Trust and all plan contributions are deposited into it. The City's Human Resource Director, Finance Director, and Treasurer serve as trustees. The Trust is audited each year and a copy of the audit is submitted to the Idaho Department of Insurance.

The City also maintains an internal service fund to account for employee short-term and long-term disability insurance.

All funds of the City participate in the self-insurance programs. A liability for claims is established in the Trust fund if information indicates that it is probable a liability has been incurred at the date of the financial statements and the amount of the loss can be reasonably estimated. The estimate for claims incurred but not reported (IBNR) on health and accident coverage is determined by the actual claims paid through the first few months of the following year. Claims paid in excess of the estimate, if any, are not expected to be material. No amounts were accrued in the City internal service fund in the current year.

Budgets

In accordance with Title 50, Chapter 10 of the Idaho State Code, the City is required to prepare, approve and adopt an annual budget for filing with the local governing body, for informational purposes. A budget means an annual estimate of revenues and expenses for the following fiscal year of the agency.

Long-Term Obligations

Subscription liabilities represent the City's obligation to make subscription payments arising from the subscription contract. Subscription liabilities are recognized at the subscription commencement date based on the present value of the future subscription payments expected to be made during the subscription term. The

present value of the subscription payments are discounted based on a borrowing rate determined by the City based on the term of the lease.

In the government-wide financial statements and proprietary fund types in the fund financial statements, long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of the applicable bond premium or discount. Issuance costs are recognized in the period the bonds are issued.

In the fund financial statements, governmental fund types recognize long-term obligations as a liability of a governmental fund when due, or when resources have been accumulated in the debt service fund for payment early in the following year. For other long-term obligations, only that portion expected to be financed from expendable available financial resources are reported as a fund liability of a governmental fund. Bond premiums and discounts, as well as bond issuance costs, are recognized in the period the bonds are issued. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures. As of September 30, 2025 the City has $10,935,000 in bond debt and $2,624,257 in long-term loans.

Pensions

For purposes of measuring the net pension asset, the net pension liability and pension expense (expense offset), information about the fiduciary net position of the Public Employee Retirement System of Idaho Base Plan (Base Plan) and Firefighters' Retirement Fund (FRF) and additions to/deductions from Base Plan's and FRF's fiduciary net position have been determined on the same basis as they are reported by the Base Plan and FRF. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Other Post Employment Benefits (OPEB)

For purposes of measuring the OPEB liability, deferred outflows of resources and deferred inflows of resources related to the OPEB and plan expense, information has been actuarially determined as of the measurement date of September 30, 2024. For this purpose, benefit payments are recognized when due and payable in accordance with the benefit terms.

Net Position and Fund Balances

In the government-wide financial statements, equity is classified as net position and displayed in three components:

- Net Investment in capital assets – consists of capital assets, net of accumulated depreciation and amortization.
- Restricted net position – consists of net position with constraints placed on the use either by external groups, such as grantors or laws and regulations of other governments, or law through constitutional provisions or enabling legislation.

- Unrestricted net position – all other net position that does not meet the definition of "restricted" or "Investment in capital assets."

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as they are needed.

Governmental fund equity is classified as fund balance. Fund balance is further classified as follows:

- Nonspendable fund balance—amounts that are not in nonspendable form (such as inventory or long-term notes receivable) or are required to be maintained intact.
- Restricted fund balance—amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government), through constitutional provisions, or by enabling legislation.
- Committed fund balance—amounts constrained to specific purposes by the City itself, using its highest level of decision-making authority (i.e., City Council). To be reported as committed, amounts cannot be used for any other purpose unless the City takes the same highest level action to remove or change the constraint.
- Assigned fund balance—amounts the City intends to use for a specific purpose. Intent can be expressed by the City Council or by an official or body to which the City Council delegates the authority.
- Unassigned fund balance—amounts that are available for any purpose. Positive amounts are reported only in the general fund.

City Council establishes (and modifies or rescinds) fund balance commitments by passage of an ordinance or resolution. This is typically done through adoption and amendment of the budget. A fund balance commitment is further indicated in the budget document as a designation or commitment of the fund (such as special incentives).

Assigned fund balance is established by City Council through adoption or amendment of the budget as intended for specific purpose (such as the purchase of fixed assets, construction, debt service, or for other purposes).

In the general fund, the City strives to maintain an unassigned fund balance to be used for unanticipated emergencies of approximately 30% of the actual GAAP basis expenditures and other financing sources and uses.

When an expense is incurred for purposes for which both restricted and unrestricted net position is available, the City considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the City considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless City Council has provided otherwise in its commitment or assignment actions.

Other Revenues

Sales Taxes—Sales taxes are collected by vendors and required to be remitted to the State of Idaho. The tax is then remitted to the City quarterly. A two-month lag exists between collection by the vendor and payment to the City. Revenue received in October and November from sales made in August and September, respectively, is available for prior year expenses and is accrued in both the government-wide and fund financial statements.

Charges for Service—Charges for services consist primarily of charges made by both governmental and enterprise funds for services such as city council, mayor, human resources, clerk, treasurer, engineering, mapping, insurance, attorney, payroll and accounting, utility billing and other benefits provided to customers of the City.

Use of Estimates

The preparation of the financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues, expenditures and expenses during the reported period. The actual results could differ from those estimates.

Compensated Absences

The City provides PTO (personal time off) time to all full-time employees, FTO (Field training officer) time to its police officers, and banked Flex Time to certain employees. These types of leave are paid to employees when taken and will also be paid to employees or their beneficiaries upon the employee's termination, retirement or death. The amount of unpaid leave accumulated by City employees is accrued as an expense when incurred in the government-wide and proprietary fund financial statements, which use the accrual basis of accounting. The City does not pay earned sick pay upon the employees' termination, retirement or death, but does provide sick leave to employees during the year.

Implementation of GASB Statement No. 101

As of October 1, 2024, the City adopted GASB Statement No. 101, *Compensated Absences*. The provisions of this standard modernize the types of leave that are considered a compensated absence and provides guidance for a consistent recognition and measurement of the compensated absence liability. The effect of this implementation of this standard on beginning net position is disclosed in Note 17.

Note 2 - Cash and Investments

At September 30, 2025, the City's cash and cash equivalents and investments (including fiduciary funds) were invested as follows:

	Cost	Fair Value
Cash and cash equivalents - Unrestricted		
Cash	$ 7,835,398	$ 7,835,398
Total cash and cash equivalents - unrestricted	$ 7,835,398	$ 7,835,398

	Cost	Fair Value
Cash and cash equivalents - Restricted		
Cash - library	$ 173,905	$ 173,905
Other restricted accounts	1,829,855	1,829,855
Total cash and cash equivalents - restricted	$ 2,003,760	$ 2,003,760

	Cost	Fair Value
Investments - Unrestricted		
Investments carried at fair value		
Local government investment pool	$ 118,893,384	$ 119,083,613
Idaho state treasurer's bond fund	23,192,060	23,511,164
	$ 142,085,444	$ 142,594,777
Investments - Restricted		
Investments carried at fair value		
U.S. Government Agency Obligations	$ 161,465	$ 162,373
Mutual funds	54,508	46,108
Total investments - restricted	$ 215,973	$ 208,481

Investment types that are authorized for the City of Caldwell, Idaho by the Idaho Code and the City's investment policy are as follows:

1. Local and State Agency Bonds
2. U.S. Agency Bonds
3. U.S. Agency Securities
4. Certificates of Deposit

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely impact the fair value of an investment. Generally, the longer the maturity of an investment the greater the sensitivity of its fair value to changes in market interest rates. One of the ways the City manages its exposure to interest rate risk is by purchasing a combination of long and short-term investments. The City keeps funds needed for operations in short-term liquid investments while maintaining a stable longer-term investment portfolio with duration matched to expected completion of capital projects. When selecting longer-term maturities, the City's policy requires investments which provide for the stability of income and reasonable liquidity.

Investments and maturity dates at September 30, 2025, were as follows:

		Investment Maturities in Years			
Investment Type	Fair Value	Less than 1	1-5	6-10	More than 10
Local Government Investment Pool	$ 119,083,613	$ 119,083,613	$ -	$ -	$ -
Idaho State Treasurer's Bond Fund	23,511,164	-	23,511,164	-	-
U.S. Government Agency	162,373	-	38,057	5,116	119,200
	$ 142,757,150	$ 119,083,613	$ 23,549,221	$ 5,116	$ 119,200

Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The City's investment policy requires a rating of A or better by Standard & Poor's or other nationally recognized rating agency.

Rating	U.S. Government Agency Obligation	Local Government Investment Pool	Idaho State Treasurer's Bond Fund	Total
AA+	$ 139,466	$ -	$ -	$ 139,466
Unrated	22,907	119,083,613	23,511,164	142,617,684
	$ 162,373	$ 119,083,613	$ 23,511,164	$ 142,757,150

Concentration of Credit Risk

When investments are concentrated in one issuer, this concentration represents heightened risk of potential loss. No specific percentage identifies when concentration risk is present. The Governmental Accounting Standards Board has adopted a principle that governments should provide note disclosure when five percent of the total entities investments are concentrated in any one issuer. Investments in obligations specifically guaranteed by the U.S. government, mutual funds, and other pooled investments are exempt from disclosure. The City's investment policy has no limitations on the amount that can be invested in any one issuer.

At September 30, 2025, there are no investments in any one issuer (other than State investment pools) that represent 5% or more of total City investments.

Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in possession of an outside party. The custodial credit risk for investments is the risk that in the event of the failure of the counterparty (e.g. broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The City does not have a policy restricting the amount of deposits and investments subject to custodial credit risk.

The bank balance for cash deposits at September 30, 2025, is $10,819,576 of which $10,174,427 is collateralized. Deposits in each local and area bank are insured by the FDIC in the amount of $645,149 for interest bearing and non-interest bearing deposit accounts. The uninsured and uncollateralized deposit balance at September 30, 2025, was $0. Money market fund are not considered deposits and thus are not insured by the FDIC and are not collateralized.

The City minimizes exposure to custodial credit risk by requiring that investments, to the extent possible, be identified as to City of Caldwell ownership and be held in the City's name. All commercial paper, agency bonds and money market funds, including the cash management automatic investment account, are held in custody by U.S. Bank, First Interstate, or Zion's First National Bank in the City's name.

Investment in State Investment Pools

The City is a voluntary participant in the State of Idaho Local Government Investment Pool (LGIP) and the State of Idaho Diversified Bond Fund (DBF). Both the LGIP and the DBF are regulated by State of Idaho code under the oversight of the Treasurer of the State of Idaho. The fair value of the City's investment in the pools is reported in the accompanying financial statements at amounts based on the City's pro-rata share of the fair market value provided by the fund for the entire portfolio. Both the LGIP and the DBF are unrated.

The LGIP and DBF are managed by the State of Idaho Treasurer's office. The funds of the pool are invested in certificates of deposit, repurchase agreements, and U.S. government securities. The certificates of deposit are federally insured. The U.S. government securities and the collateral for the repurchase agreements are held in trust by a safekeeping bank. Interest income earned on pooled investments is allocated to the various funds of the City in proportion to each fund's respective investment balances

Fair Value

Investments are measured at fair value on a recurring basis. Recurring fair value measurements are those that GASB Statements require or permit in the statement of net position at the end of each reporting period. Fair value measurements are categorized based on the valuation inputs used to measure an asset's fair value: Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. The City's investment fair value measurements are as follows at September 30, 2025.

Investments	Fair Value	Level 1 Inputs	Level 2 Inputs	Level 3 Inputs
Debt securities				
Corporate bonds	$ 96,293	$ -	$ 96,293	$ -
Mortgage-backed securities	66,080	-	66,080	-
	162,373	-	162,373	-
Mutual funds				
Short-term government	46,108	46,108	-	-
Total investments	$ 208,481	$ 46,108	$ 162,373	$ -
Investments measured at the net asset value (NAV)				
Local government investment pool	$ 119,083,613			
State of Idaho diversified bond fund	23,511,164			
Total investments measured at fair value	$ 142,803,258			

Mutual funds categorized as Level 1 are valued based on prices quoted in active markets for those securities. Debt securities categorized as Level 2 are valued using a matrix pricing technique that values securities based on their relationship to benchmark quoted prices. Investments valued using NAV per share do not have readily obtainable fair values and are instead valued based on the City's pro-rata share of the pool's net position. The City values these investments based on the information provided by the State of Idaho Treasurer's Office. The following table presents the unfunded commitments, redemption frequency and the redemption notice period for the City's investments measured at NAV:

	Investments Measured at NAV			
	Fair Value	Unfunded Commitments	Redemption Frequency	Redemption Notice Period
Local government investment pool	$ 119,083,613	None	Next business day	3 days; over $10,000,000
State of Idaho diversified bond fund	$ 23,511,164	None	Monthly	5-25 days

Note 3 - Restricted Assets

Restricted assets are required to be segregated as to use and are therefore identified as restricted assets. Assets restricted in the nonmajor special revenue funds are primarily for current and future library operational funding.

Note 4 - Intergovernmental and Grant Receivables

The following summarizes the intergovernmental receivables at September 30, 2025:

State of Idaho	
Revenue sharing	$ 1,942,041
Liquor apportionment	124,296
Gas tax	918,666
Urban Renewal Agency	338,472
Canyon County	
Road and bridge tax	1,872
Court revenue	23,136
	$ 3,348,483

Grants owed to the City at September 30, 2025, by source are:

Federal	$ 640,300
State	67,603
	$ 707,903

Note 5 - Capital Assets

	October 1, 2024	Additions	Contributed Capital	Deletions	Transfers	September 30, 2025
Governmental Activities						
Capital assets, not depreciated						
Land	$ 17,174,332	$ -	$ -	$ (519,815)	$ 6,998	$ 16,661,515
Construction in progress	28,458,913	18,743,486	-	-	(19,936,771)	27,265,628
Total capital assets, not depreciated	45,633,245	18,743,486	-	(519,815)	(19,929,773)	43,927,143
Capital assets, depreciated						
Buildings	40,254,216	-	1,620,394	-	7,167,992	49,042,602
Improvements other than buildings	67,912,871	580,471	13,874	(390,420)	7,508,524	75,625,319
Equipment	30,442,729	2,500,887	-	(1,092,957)	(404,388)	31,446,275
Intangibles	11,862,826	598,785	4,083,745	-	22,082	16,567,438
Infrastructure	144,502,466	-	15,536,899	-	5,635,563	165,674,928
Total capital assets, depreciated	294,975,108	3,680,143	21,254,912	(1,483,377)	19,929,773	338,356,562
Less accumulated depreciation for						
Buildings	(13,091,628)	(1,316,737)	-	-	(202,516)	(14,610,881)
Improvements other than buildings	(24,049,479)	(2,312,305)	-	242,427	(269,005)	(26,388,362)
Equipment	(17,400,559)	(2,635,021)	-	1,004,962	471,521	(18,559,097)
Intangibles	-	-	-	-	-	-
Infrastructure	(34,288,183)	(4,777,002)	-	-	-	(39,065,185)
Total accumulated depreciation	(88,829,849)	(11,041,065)	-	1,247,389	-	(98,623,525)
Net depreciable capital assets	206,145,259	(7,360,922)	21,254,912	(235,988)	19,929,773	239,733,037
Right to use leased assets being amortized	17,555	-	-	-	-	17,555
Less accumulated amortization	(3,901)	(5,852)	-	-	-	(9,753)
Net right to use leased assets	13,654	(5,852)	-	-	-	7,802
Right to use Subscription IT Assets Being Amortized	2,053,523	367,536	-	(167,693)	1,606	2,254,972
Less accumulated amortization	(546,567)	(496,093)	-	154,836	(1,606)	(889,430)
Net right to use subscription IT assets	1,506,956	(128,557)	-	(12,857)	-	1,365,542
Governmental Activities Capital Assets, Net	$ 253,299,114	$ 11,248,155	$ 21,254,912	$ (768,660)	$ -	$ 285,033,524

Depreciation/amortization expense for the year ended September 30, 2025, was charged to the following functions:

Governmental Activities	
General government	$ 940,345
Police	805,954
Fire	947,443
Building safety	39,616
Parks and recreation	1,011,355
Community services	1,116,073
Streets	6,682,224
Total depreciation expense - governmental activities	$ 11,543,010

	Balance October 1, 2024	Additions	Contributed Capital	Deletions	Transfers	Balance September 30, 2025
Business-type Activities						
Capital assets, not depreciated						
Land	$ 2,986,834	$ 728,208	$ -	$ -	$ (78,050)	$ 3,636,992
Construction in progress	17,926,887	14,436,819	-	-	(4,851,030)	27,512,676
Total capital assets, not depreciated	20,913,721	15,165,027	-	-	(4,929,080)	31,149,668
Capital assets, depreciated						
Buildings	35,749,582	-	-	-	-	35,749,582
Improvements other than buildings	185,079,059	-	18,697,058	-	4,929,080	208,705,197
Equipment	15,273,560	342,497	-	(45,648)	-	15,570,409
Total capital assets, depreciated	236,102,201	342,497	18,697,058	(45,648)	4,929,080	260,025,187
Less accumulated depreciation for						
Buildings	(9,613,987)	(1,158,218)	-	-	-	(10,772,205)
Improvements other than buildings	(75,995,401)	(5,823,481)	-	-	-	(81,818,882)
Equipment	(10,674,587)	(1,103,880)	-	45,648	-	(11,732,819)
Total accumulated depreciation	(96,283,975)	(8,085,579)	-	45,648	-	(104,323,906)
Total net capital assets, depreciated	139,818,226	(7,743,082)	18,697,058	-	4,929,080	155,701,281
Business-type Activities Capital Assets, Net	$ 160,731,947	$ 7,421,945	$ 18,697,058	$ -	$ -	$ 186,850,949

Depreciation expense was charged to functions/programs of the City as follows:

Business-type Activities	
Water	$ 2,432,768
Sewer	4,514,799
Sanitation	8,526
Golf	208,894
Street lighting	287,882
Irrigation	632,710
Total depreciation expense - business-type activities	$ 8,085,579

Note 6 - Interfund Balances and Transfers

Incoming receipts and outgoing disbursements are sometimes deposited to/disbursed from one fund on behalf of another fund. At that time, a corresponding receivable/payable and operating transfer is recorded between the funds.

The composition of interfund balances as of September 30, 2025, is as follows:

Receivable Fund	Payable Fund	Description	Amount
Due to/from			
Other governmental	Other enterprise	Short-term loan	$ 14,000
General	Other governmental	Negative cash in Cemetary Capital Fund	18,710
General	Other governmental	Negative cash in GO Fire Fund	21,820
General	Other governmental	Negative cash in Parking Fund	7,550
General	Other governmental	Library Payroll	63,134
			$ 125,214

Transfers from Water and Streets to General Government was for the ARPA Funded Farmway Road Improvement Project Refund received. Transfers from the General fund to Other Governmental was for the renovation of the new Pool and Bathhouse. Transfers from Streets to General Fund was for the Quite Zone project. Transfers from Debt Service to General, Street, Water, and Sewer fund are for the Local Improvement District special assessment payments received.

The composition of interfund transfers for the year ended September 30, 2025, is as follows:

	Transfers Out				
	General	Streets	Debt Service	Water	Total
Transfers in					
General	$ -	$ 1,653,330	$ 50,087	$ 185,848	$ 1,889,265
Street	34,287	-	39,180	-	73,467
Water	-	-	13,071	-	13,071
Sewer	-	-	2,970	-	2,970
Other governmental	1,567,944	-	-	-	1,567,944
	$ 1,602,231	$ 1,653,330	$ 105,308	$ 185,849	$ 3,546,718

Note 7 - Long-term Debt and Compensated Absences

Long-term debt consisted of the following as of September 30, 2025:

General Obligation Bond		
$11,220,000 general obligation bond, series 2024, issued for the purpose of Capital Improvements for rebuild of Fire Station 1. The final installment of $875,000 is due in 2043 plus interest at 3.56% and including unamortized bond premium of $901,807.	$ 11,836,807	
Fire Equipment Loan		
$3,157,494 equipment loan, issued for the purpose of Capital Equipment, 3 new fire pumpers. The final installment $195,246 is due in 2033 plus interest at 4.87%.	2,624,257	
		$ 14,461,064

The annual requirements to amortize all debt outstanding at September 30, 2025, are as follows:

	Governmental Activities	
	Principal	Interest
2026	$ 670,513	$ 624,387
2027	699,094	591,056
2028	738,344	556,306
2029	773,297	519,603
2030	808,985	481,164
2031-2035	3,874,025	1,789,726
2036-2040	3,515,000	950,200
2041-2043	2,480,000	201,000
	13,559,258	$ 5,713,442
Bond Premium - Current	50,333	
Bond Premium - Long-term	851,473	
	$ 14,461,064	

Total interest cost incurred during 2025 for governmental funds was $787,196.

In Idaho, a municipality is allowed a debt limit, excluding enterprise fund debt, of 2% of the market valuation of the real and personal property in its taxing area. The city's legal debt limits for governmental funds for fiscal year 2025, based on data available from Canyon County would be approximately $193,133,198.

The following is a summary of changes in long-term debt of the City for the year ended September 30, 2025:

	Balance October 1, 2024 As Restated	Additions	Payments	Balance September 30, 2025	Due Within One Year
Governmental Activities					
Long-term debt	$ 14,106,827	$ -	$ 547,570	$ 13,559,257	$ 670,513
Bond premium	865,021	88,270	51,485	901,806	50,333
Compensated absences	3,194,438	3,503,797	2,752,046	3,946,189	2,666,387
Governmental activities long-term liabilities	$ 18,166,286	$ 3,592,067	$ 3,351,101	$ 18,407,252	$ 3,387,233
Business-type Activities					
Compensated absences	$ 376,811	$ 689,005	$ 553,959	$ 511,857	$ 511,857
Business-type activities long-term liabilities	$ 376,811	$ 689,005	$ 553,959	$ 511,857	$ 511,857

Note 8 - Defined Benefit Pension Plan and Firefighter Retirement Fund

Plan Description

The City contributes to the Base Plan which is a cost-sharing multiple-employer defined benefit pension plan administered by the Public Employee Retirement System of Idaho (PERSI or System) that covers substantially all employees of the State of Idaho, its agencies and various participating political subdivisions. The cost to administer the plan is financed through contributions and investment earnings of the plan. PERSI issues a publicly available financial report that includes financial statements and the required supplementary information for PERSI. That report may be obtained on the PERSI website at www.persi.idaho.gov.

The City discontinued making contributions in July 2020, to the FRF which is a cost-sharing multiple-employer defined benefit pension plan administered by the PERSI that covers a closed group of firefighters who were hired before October 1, 1980, and who received benefits in addition to those provided under the PERSI Base Plan. The cost to administer the plan is financed through the contributions and investment earnings of the FRF. Additional FRF funding is obtained from receipts from a state fire insurance premium tax. PERSI issues a publicly available financial report that included financial statements and the required supplementary information for PERSI. That report may be obtained on the PERSI website at www.persi.idaho.gov.

Responsibility for administration of the Base Plan and FRF is assigned to the Board comprised of five members appointed by the Governor and confirmed by the Idaho Senate. State law requires that two members of the Board be active Base Plan members with at least ten years of service and three members who are Idaho citizens not members of the Base Plan except by reason of having served on the Board.

Pension Benefits

The Base Plan provides retirement, disability, death and survivor benefits of eligible members or beneficiaries. Benefits are based on member' years of service, age, and highest average salary. Members become fully vested in their retirement benefits with five years of credited service (5 months for elected or appointed officials). Members are eligible for retirement benefits upon attainment of the ages specified for their employment classification. The annual service retirement allowance for each month of credited service is 2.0% (2.3% for police/firefighters) of the average monthly salary for the highest consecutive 42 months.

The benefit payments for the Base Plan are calculated using a benefit formula adopted by the Idaho Legislature. The Base Plan is required to provide a 1% minimum cost of living increase per year provided the Consumer Price Index increases 1% or more. The PERSI Board has the authority to provide higher cost of living increases to a maximum of the Consumer Price Index movement or 6%, whichever is less; however, any amount above the 1% minimum is subject to review by the Idaho Legislature.

The FRF provides retirement, disability, death and survivor benefits of eligible members of beneficiaries. Benefits are based on members' years of service as well as the final average salary. A firefighter must have 5 years of service to be eligible for a lifetime retirement allowance at age 60. Members are eligible for retirement benefits upon attainment of the ages specified for their employment classification. The annual service retirement allowance is based on Idaho Code Title 72 Chapter 14. The benefit payments for the FRF are calculated using a benefit formula adopted by the Idaho Legislature. The FRF cost of living increase is based on the increase in the statewide average firefighter's wage.

Member and Employer Contributions

Member and employer contributions paid to the Base Plan and FRF are set by statute and are established as a percent of covered compensation. Contribution rates are determined by the PERSI Board within limitations, as defined by state law. The Board may make periodic changes to employer and employee contribution rates (expressed as percentages of annual covered payroll) that are adequate to accumulate sufficient assets to pay benefits when due.

The contribution rates for employees are set by statute at 60% of the employer rate for general employees and 72% for police and firefighters. As of April 30, 2025, it was 7.18% for general employees and 10.36% for police and firefighters. The employer contribution rate as a percentage of covered payroll is set by the Retirement Board and was 11.96% for general employees and 13.98% for police and firefighters. The City's contribution was $4,001,909 for the year ended September 30, 2025.

There are currently no FRF employer contributions as of July 1, 2020 following the PERSI Board's approval made at the 2019 December board meeting. However, by statute, one-half of all proceeds from fire insurance premium tax collected throughout the state are automatically assigned to the FRF and are accounted for in employer contributions.

Pension Liabilities, Pension Expense (Expense Offset), and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At September 30, 2025, the City reported a liability for its proportionate share of the net pension liability of the Base Plan. The net pension liability was measured as of June 30, 2025, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2025. The City's proportion of the net pension liability was based on the City's share of contributions in the Base Plan pension plan relative to the total contributions of all participating PERSI Base Plan employers. At June 30, 2025, the City's proportion was .6320512 percent compared to .5668943 percent at June 30, 2024. For the year ended September 30, 2025, the City recognized pension expense related to the Base Plan of $3,536,023.

At September 30, 2025, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 2,880,178	$ -
Changes in assumptions or other inputs	-	2,687,654
Net difference between projected and actual earnings on pension plan investments	-	3,929,006
Changes in the employer's proportion and differences between the employer's contributions and the employer's proportionate contributions	2,458,412	5,205
City's contributions subsequent to the measurement date	1,242,426	-
Total	$ 6,581,016	$ 6,621,865

The $1,242,426 reported as deferred outflows of resources related to pensions resulting from Employer contributions to the Base Plan subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending September 30, 2026.

The average of the expected remaining service lives of all employee that are provided with pensions through the System (active and inactive employees) determined at July 1, 2024, the beginning of the measurement period ended June 30, 2025, is 4.4.

At September 30, 2025, the City reported an asset for its proportionate share of the net pension asset of the FRF. The net pension asset was measured as of June 30, 2025, and the total pension liability used to calculate the net pension asset was determined by an actuarial valuation as of that date. The City's proportion of the net pension asset was based on the City's share of contributions in the FRF pension plan relative to the total contributions of all participating FRF employers. At June 30, 2025, the City's proportion was 4.2096683 percent compared to 4.2096683 at June 30, 2024. Contributions to the FRF were no longer required by PERSI effective July 1, 2020.

For the year ended September 30, 2025, the City recognized plan pension expense offset related to the FRF of ($1,115,908). At September 30, 2025, the City reported deferred outflows of resources and deferred inflow of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Net difference between projected and actual earnings on pension plan investments	$ -	$ 237,169
Total	$ -	$ 237,169

The average of the expected remaining service lives of all employees that are provided with pensions through the System (active and inactive employees) determined at July 1, 2024, the beginning of the measurement period ended June 30, 2025, is 1.0 years.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense (expense offset) as follows:

Year Ending September 30,	Base Plan	FRF
2026	$ 3,588,123	$ 394,993
2027	(1,783,872)	(279,104)
2028	(1,889,493)	(177,717)
2029	(1,198,033)	(175,341)

Actuarial Assumptions

Valuations are based on actuarial assumptions, the benefit formulas, and employee groups. Level percentages of payroll normal costs are determined using the Entry Age Normal Cost Method. Under the Entry Age Normal Cost Method, the actuarial present value of the projected benefits of each individual included in the actuarial valuation is allocated as a level percentage of each year's earnings of the individual between entry age and assumed exit age. The Base Plan amortizes any unfunded actuarial accrued liability based on a level percentage of payroll. The maximum amortization period for the Base Plan permitted under Section 59-1322, Idaho Code, is 25 years.

The unfunded actuarial accrued liability for FRF is the difference between the actuarial present value of the FRF benefits not provided by the Base Plan and the FRF assets. Currently FRF assets exceed this actuarial present value; therefore, there is not an unfunded liability to amortize at this time. The maximum amortization period for the FRF permitted under Section 59-1394, Idaho Code, is 50 years.

The total pension liability of the Base Plan and total pension asset of the FRF in the June 30, 2025, actuarial valuation was determined using the following actuarial assumptions and the entry age, applied to all periods included in the measurement:

	Base Plan	FRF
Inflation	2.40%	2.40%
Salary increases including inflation	3.15%	3.15%*
Investment rate of return-net of investment fees	6.55%	6.55%
Cost-of-living (COLA) adjustments	1.00%	**

*3.15 percent or 1.00 percent depending on whether the member was hired on or before July 1, 2012.
**There is an additional component of assumed salary grown (on top of the 3.05%) that varies for each individual member based on years of service.

Several different sets of mortality rates are used in the valuation for contributing members, members retired for service and beneficiaries. These rates were adopted for the valuation dated July 1, 2024.

Contributing Members, Service Retirement Members, and Beneficiaries

General Employees and All Beneficiaries – Males	Pub-2010 General Tables, increased 11%
General Employees and All Beneficiaries – Females	Pub-2010 General Tables, increased 21%
Fire & Police – Males	Pub-2010 Safety Tables, increased 21%
Fire & Police – Females	Pub-2010 Safety Tables, increased 26%
Disabled Members – Males	Pub-2010 Disabled Tables, increased 38%
Disabled Members - Females	Pub-2010 Disabled Tables, increased 36%

For the base plan, Economic assumptions and demographic assumptions, including mortality were studied for the period 2015 through 2020. The net pension liability was determined by an actuarial valuation as of June 30, 2024, applied to all prior periods included in the measurement.

For the FRF plan, Economic assumptions and demographic assumptions, including mortality were studied for the period 2015 through 2020. The net pension asset was determined by an actuarial valuation as of June 30, 2024 applied to all prior periods included in the measurement.

The long-term expected rate of return on pension plan investments was determined using the building block approach and a forward-looking model in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

Even though history provides a valuable perspective for setting the investment return assumption, the System relies primarily on an approach which builds upon the latest capital market assumptions. The assumptions and the System's formal policy for asset allocation are show below. The formal asset allocation policy is somewhat more conservative than the current allocation of PERSI's assets. The best-estimate range for the long-term expected rate of return is determined by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation.

Asset Class	Target Allocation	10-Year Projected Real Rate of Return
Large Cap US Equity	22%	4.75%
Small/Mid Cap US Equity	10%	4.95%
International Equity	11%	4.75%
Emerging Markets Equity	11%	4.95%
Domestic Fixed	20%	2.25%
TIPS	10%	2.05%
Core Real Estate	8%	3.75%
Private Equity	8%	6.00%

Discount Rate

The discount rate used to measure the total pension liability was 6.55%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current contribution rate. Based on these assumptions, the pension plans' net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability. The long-term expected rate of return was determined net of pension plan investment expense but without reduction for pension plan administrative expense.

Sensitivity of the Employer's Proportionate Share of the Net Pension Liability (Asset) to Changes in the Discount Rate

The following presents the City's proportionate share of the net pension liability (asset) calculated using the discount rate of 6.55%, as well as what the City's proportionate share of the net pension liability (asset) would be if it were calculated using a discount rate that is 1-percentage-point lower (5.55 %) or 1-percentage-point higher (7.55%) than the current rate:

	1% Decrease (5.55%)	Current Discount Rate (6.55%)	1% Increase (7.55%)
Employer's proportionate share of the net pension liability (asset)			
Base Plan	$ 36,773,444	$ 15,284,026	$ (2,271,872)
FRF	(11,515,930)	(12,289,241)	(12,968,472)

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued PERSI financial report. PERSI issues a publicly available financial report that includes financial statements and the required supplementary information for PERSI. That report may be obtained on the PERSI website at the www.persi.idaho.gov.

Payable to the Pension Plan

At September 30, 2025, there were no payables to the defined benefit pension plans for legally required employer contributions or for legally required employee contributions which had been withheld from employee wages but not yet remitted to PERSI.

Note 9 - Other Post-Employment Benefits

Plan Description

Effective March 1, 2014, the City established a post-retirement Health Reimbursement Arrangement Plan, referred to as the HRA VEBA Plan, under Internal Revenue Service Notice 2002-45. It is a single employer Plan. Employees who retire under PERSI before age 65 will not be eligible for Medicare until age 65 or older. The City established the post-retirement health reimbursement benefit for PERSI retired employees to help bridge the gap between retirement and age 65.

The Plan was established and can be amended or discontinued by City Council action. Initial funding came from the agency fund Employee Health Insurance formerly used to cover employee health and dental care claims. These monies were not required to support current health claims now covered by the Employee Health Trust Plan.

Benefits

The Plan is funded solely by employer contributions on a pay as you go basis. Basic benefit funding is $500 per year for each regular full-time employee at the beginning of each fiscal year. Upon retirement, payment is made at $500 for each year of service up to 30 years. The employee's benefit is deposited in a Trust Account held by an independent third party and the City has no further financial obligation.

Only those employees who retire from the City according to the Public Employee Retirement System of Idaho ("PERSI") retirement rules may receive the City's post-employment benefit. Employees are vested after five years of service at the City.

PERSI retirement criteria is defined as follows:

Employee Category	Early Retirement	Service Retirement
Police & Fire Employees	5 Years of Service, Age 50	5 Years of Service, Age 60
General Employees	5 Years of Service, Age 60	5 Years of Service, Age 65

Additionally, the full value of the benefit will only be provided to those employees who meet the following age-plus-service criteria. The value of the benefit will be reduced for those who do not meet this requirement.

Employee Category	Age Plus Service
Sworn Police Officers and Fire Administrative Staff	80
General Employees	90

Note that the Fire Union employees are not eligible for the post employment benefit, unless they are Fire Administrative Staff.

Eligible retirees receive a one-time payment into an HRA. The payment consists of two parts:
(1) paid time off ("PTO") accumulation payout and,
(2) one-time contribution based on age and years of service.

The first part of this payment is given to the retiree based on carryover hours at their hourly rate of pay at retirement. The maximum carryover hours are based on years of service, as follows:

Years of Service	Monthly Accrual Rate	Maximum Carryover
Up to 12 Months	10 hours	120 hours
1 - 5 Years	14 hours	400 hours
6 - 10 Years	16 hours	400 hours
11 - 15 Years	18 hours	400 hours
16+ Years	20 hours	400 hours
21+ Years	17 hours	400 hours

The second part of this payment is calculated according to a benefit schedule provided by the City, which is based on age and years of service at retirement. Benefit amounts range from $1,250 to $36,000.

Employees covered by benefit terms. At September 30, 2025 valuation date the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefit payments	2
Inactive employees entitled but not yet receiving benefits	-
Active employees entitled to but not yet receiving benefit payments	32
Active employees	325
	359

Total OPEB Liability

The City's total OPEB liability of $670,388 was measured as of September 30, 2025, and was determined by an actuarial valuation as of that date.

Actuarial Assumptions and other inputs. The Total OPEB liability in the September 30, 2025, actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified.

Impact of Assumption Changes. The City had no changes in assumptions other than discount rate and inflation rate.

Valuation Date	September 30, 2024
Discount Rate	4.08% per annum (BOY) 3.81% per annum (EOY)
Salary Increase Rate	3.5% per annum
Inflation Rate	2.7% per annum
Census Data	Census data as of September 2024 was provided by the City.
Marriage Rate	There are no spouse benefits provided to retirees.
Spouse Age	There are no spouse benefits provided to retirees.

Medicare Eligibility	All current and future retirees are assumed to be eligible for Medicare at age 65.
Actuarial Cost Method	Entry Age Normal based on level percentage of projected salary.
Mortality Rates	Pub-2010 headcount weighted base mortality table, projected generationally using Scale MP-2021, applied on a gender-specific and job class basis (teacher, safety, or general, as applicable).
Plan Participation Percentage	The participation percentage is the assumed rate of future eligible retirees who elect to continue health coverage at retirement. It is assumed that 100% of all employees and their dependents who are eligible for early retiree benefits will participate in the retiree medical plan. This assumes that a one-time irrevocable election to participate is made at retirement.
Amortization Method	*Experience/Assumptions* gains and losses are amortized over a closed period of 12.8 years starting on October 1, 2023, equal to the average remaining service of active and inactive plan members (who have no future service).
Termination Tables	PERSI Actuarial Valuation as of June 30, 2024
Retirement Tables	PERSI Actuarial Valuation as of June 30, 2024

Changes in the Total OPEB Liability

	Total OPEB Liability
Total OPEB Liability - Start of Year October 1, 2024	$ 625,827
Changes for the Year:	
Service cost	96,732
Interest cost	26,991
Changes in benefit terms	-
Differences between expected and actual experience	-
Changes in assumptions or other inputs	(50,909)
Benefit payments	(28,253)
Net change in total OPEB liability	44,561
Total OPEB Liability - End of Year September 30, 2025	$ 670,388

Sensitivity of the total OPEB liability to changes in the discount rate. The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1- percentage – point lower (3.9 percent) or 1 – percentage – point higher (5.9 percent) than the current discount rate.

	1% Decrease (3.9%)	Discount Rate (4.9%)	1% Increase (5.9%)
Total OPEB Liability	$ 628,000	$ 670,388	$ 715,000

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended September 30, 2025, the City recognized an OPEB expense of $123,723. At September 30, 2025, the City reported deferred outflows and inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 69,552	$ (136,252)
Changes of assumptions/inputs	88,163	(118,570)
Total	$ 157,715	$ (254,822)

Amounts reported as deferred outflows and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Years Ended September 30,	
2026	$ (5,726)
2027	(5,726)
2028	(5,726)
2029	(4,525)
2030	(7,719)
Thereafter	(67,685)

At September 30, 2025, cash and cash equivalents held in the internal service fund total $1,583,280. Anticipated plan revenues for 2026 are $75,000 against budgeted expenditures of $191,000. Three employees opted to retire in 2025.

Note 10 - Other Information

Accounting principles generally accepted in the United States of America require disclosure, as part of the basic financial statements, of certain information concerning individual funds. The following funds had expenditures greater than appropriations for the year ended September 30, 2025:

Cemetery Capital Improvement	$ 902
Fire Impact Fee	987,258
Street Impact Fee	769
Water	1,445,369
Electrical	213,909
Irrigation	230,618

Note 11 - Contingent Liabilities

Under the terms of federal and state grants, periodic audits are required and certain costs may be questioned as not being appropriate expenditures under the terms of the grants. Any disallowed claims, including amounts already collected, could become a liability of the City. City management believes disallowances, if any, will be immaterial.

The City has been named as defendant in various legal actions, the results of which are not presently determinable. However, in the opinion of the City's management and legal counsel, the amount of losses that might be sustained, if any, would not materially affect the City's financial position.

Note 12 - Other Commitments

The City has the following commitments at September 30, 2025:

Project Description	Outstanding Commitments	% Complete	Completed as of September 30	Total Contract Amount
Farmway Road Improvements/Pathway	$ 451,174	88%	$ 3,207,985	$ 3,659,160
Indian Creek at Ustick Bridge	37,601	68%	81,039	118,640
Indian Creek at Ustick Bridge	1,885,259	64%	3,390,114	5,275,373
Middleton Rd & Lincol Rd RAB	318,491	16%	60,360	378,851
Linden Ward RAB	21,630	2%	370	22,000
10th Ave Overlay Rehab	360,758	68%	772,751	1,133,509
Caldwell Taxiway C Rehab Design	78,317	50%	78,372	156,689
Police and Fire Training Building	590,781	25%	196,927	787,707
602 Cleveland Parking Lot	90,026	77%	293,457	383,484
Lions Park Design	34,548	67%	70,771	105,319
Pool Bathhouse Facility Design	390,118	67%	807,052	1,197,170
Pool Bathhouse Facility Construction	16,372	99%	3,232,003	3,248,375
Piece Aerial Ladder Truck/Delivery 2029	2,441,321	0%	-	2,441,321
Caldwell Cleveland and Linden Intersection Design	622,632	0%	769	623,401
Test Well 22	10,024	97%	300,071	310,095
Test Well 22 Design	32,835	57%	43,665	76,500
Well 20 Pumping Facility Design	29,215	77%	95,485	124,700
Farmway Road Improvements/Water Utility Lines	-	100%	3,715,059	3,715,059
Test Well 24 Karcher Commons Reimb	2,000,000	0%	-	2,000,000
Farmway Road Improvements/Sewer Infras Imprvmnts	-	100%	4,288,466	4,288,466
21st Avenue Sewer Bypass	6,793,600	7%	545,346	7,338,946
Waste Activated Sludge Design	127,959	60%	188,741	316,700
Lincoln LS & Sewer Trunk Line	125,680	62%	202,420	328,100
	$ 16,458,339		$ 21,571,225	$ 38,029,564

Note 13 - Tax Abatements

Agency tax revenues were reduced under agreements entered into by Canyon County.

These revenues were reduced through a business property tax abatement program authorized under Idaho Code 63-602NN. This program provides property tax exemptions to certain businesses which invest in non-retail buildings or plants for commercial or industrial purposes. The investment must be made in a plant that will bring significant economic benefit to the county. The exemption may be granted for up to five years. Canyon County has determined the City's share of abatements as of September 30, 2025 as follows:

Tax Abatement Program	Total Amount of Taxes Abated for the City
Idaho Code 63-602NN Tax Exemption	$ 59,268

Note 14 - Related Party Transactions

During 2025, the Caldwell Urban Renewal agency reimbursed the City in the amount of $1,226,595 for expenditures paid on its behalf on various projects (Ustick Road Widening, Underground Alleyway Project, Wilson Drain Culvert Project, and Wolfe Field Parking Lot). Additionally, the Agency issued monthly payments to the City for the Caldwell Economic Development funding in the amount of $226,800 and paid the City $8,400 for accounting services.

As of September 30, 2025, the Agency owed the City $336,518 in project related costs.

Note 15 - Leases

Lessor Activities

The City has accrued leases receivable for 1 building lease and 311 land leases related primarily to airport hangers. The remaining receivable for these leases was $4,052,811 as of September 30, 2025. Deferred Inflows related to these leases were $4,085,975 as of September 30, 2025. Interest revenue recognized on these leases was $97,401 for the year ended September 30, 2025. Principal receipts of $327,517 were recognized during the fiscal year. The implicit interest rate used by the City to calculate the leases was 2.158% and 5.438%. Final receipt is expected through fiscal year 2061.

Lessee Activities

The City has accrued lease liability for one vehicle in the general fund. The remaining liability for this lease was $5,277 as of September 30, 2025. Interest expense recognized on this leases was $387, for the year ended September 30, 2025. Principal payment of $6,138 was recognized during the fiscal year. The implicit interest rate used by the City to calculate the lease was 4.87%. Final payment is expected through fiscal year 2026.

Note 16 - Subscription-Based Information Technology Arrangements (SBITAs)

As of September 30, 2025, the City had 13 active subscriptions. The subscriptions have payments that range from $2,246 to $152,097 and interest rates that range from 2.3640% to 3.7600%, respectively. As of September 30, 2025, the total combined value of the subscription liability is $1,269,666, and the total combined value of the short-term subscription liability is $481,933.

	Balance October 1, 2024	Additions	Deletions	Balance September 30, 2025	Due Within One Year
Subscription IT liabilities	$ 1,478,197	$ 366,729	$ (575,260)	$ 1,269,666	$ 481,933
Net right to use subscription IT assets	$ 1,478,197	$ 366,729	$ (575,260)	$ 1,269,666	$ 481,933

Remaining principal and interest payments on subscriptions are as follows:

Years Ending September 30,	Principal	Interest
2026	$ 481,932	$ 38,675
2027	358,073	23,258
2028	240,239	12,381
2029	93,533	4,749
2030-2030	95,889	2,397
	$ 1,269,666	$ 81,460

Note 17 - Adoption of New Standard

As of October 1, 2024, the City adopted GASB Statement No. 101, *Compensated Absences*. The provisions of this standard modernize the types of leave that are considered a compensated absence and provides guidance for a consistent recognition and measurement of the compensated absence liability. Therefore, compensated absences were increased by $268,215, as of October 1, 2024. The effect of this change in accounting principle is described in the table below.

	October 1, 2024, As Previously Reported	Change in Accounting Principle	October 1, 2024, As Restated
Government-Wide			
Governmental Activities	$ 316,132,885	$ (235,555)	$ 315,897,330
Business-Type Activities	218,429,405	(32,660)	218,396,745
Total Primary Government	$ 534,562,290	$ (268,215)	$ 534,294,075
Proprietary Funds			
Major Funds:			
Water	$ 66,250,250	$ (9,749)	$ 66,240,501
Sewer	124,910,571	(8,798)	124,901,773
Sanitation	1,619,065	-	1,619,065
NonMajor Funds	25,649,519	(14,113)	25,635,406
Total Propriety Funds	$ 218,429,405	$ (32,660)	$ 218,396,745

Required Supplementary Information
September 30, 2025

City of Caldwell, Idaho

Schedule of Employer's Share of Net Pension Liability
PERSI - Base Plan
Last 10 - Fiscal Years

	2025	2024	2023	2022	2021
Employer's portion of net the pension liability	0.6320512%	0.5668943%	0.5626673%	0.4411089%	0.4438023%
Employer's proportionate share of the net pension liability (asset)	$ 15,284,025	$ 21,205,501	$ 22,454,197	$ 17,374,214	$ (350,509)
Employer's covered payroll	$ 27,672,043	$ 25,371,176	$ 19,218,479	$ 15,945,204	$ 15,121,544
Employer's proportional share of the net pension liability as a percentage of its covered payroll	55.23%	83.58%	116.84%	108.96%	-2.32%
Plan fiduciary net position as a percentage of the total pension liability	90.89%	85.54%	83.83%	83.09%	100.36%

	2020	2019	2018	2017	2016
Employer's portion of net the pension liability	0.4382035%	0.4272990%	0.4299319%	0.4292893%	0.4151597%
Employer's proportionate share of the net pension liability (asset)	$ 10,175,662	$ 4,877,497	$ 6,341,569	$ 6,747,689	$ 8,415,926
Employer's covered payroll	$ 14,403,507	$ 13,350,459	$ 12,702,613	$ 12,308,096	$ 11,161,497
Employer's proportional share of the net pension liability as a percentage of its covered payroll	70.65%	36.53%	49.92%	54.82%	75.40%
Plan fiduciary net position as a percentage of the total pension liability	88.22%	93.79%	91.69%	90.68%	87.26%

Data reported is measured as of June 30 (measurement date).

Schedule of Employer's Share of Net Pension Asset
FRF
Last 10 - Fiscal Years

	2025	2024	2023	2022	2021
Employer's portion of net the pension asset	4.2096683%	4.2096683%	4.2096683%	4.2096683%	4.2096683%
Employer's proportionate share of the net pension asset	$ 12,289,241	$ 10,595,570	$ 9,951,771	$ 8,642,067	$ 11,375,653
Employer's covered payroll	$ 1,778,431	$ 1,460,922	$ 1,474,438	$ 1,201,115	$ 1,081,918
Employer's proportional share of the net pension asset as a percentage of its covered payroll	691.02%	725.27%	674.95%	719.50%	1051.43%
Plan fiduciary net position as a percentage of the total pension asset	227.13%	207.66%	200.58%	184.72%	211.83%

	2020	2019	2018	2017	2016
Employer's portion of net the pension asset	4.2096683%	3.9304645%	4.0348687%	3.9578287%	3.8194708%
Employer's proportionate share of the net pension asset	$ 6,268,160	$ 5,650,185	$ 4,566,267	$ 3,395,644	$ 2,052,905
Employer's covered payroll	$ 1,002,746	$ 926,446	$ 906,609	$ 867,239	$ 794,910
Employer's proportional share of the net pension asset as a percentage of its covered payroll	625.10%	609.88%	503.66%	391.55%	258.26%
Plan fiduciary net position as a percentage of the total pension asset	155.55%	152.74%	140.15%	129.65%	118.42%

Data reported is measured as of June 30 (measurement date).

Schedule of Employer's Contributions

Base Plan

Last 10 - Fiscal Years

	2025	2024	2023	2022	2021
Statutorily required contribution	$ 3,930,249	$ 3,377,830	$ 2,705,063	$ 2,166,427	$ 1,984,468
Contributions in relation to the statutorily required contribution	$ 3,930,249	$ 3,377,830	$ 2,705,063	$ 2,166,427	$ 1,984,468
Contributions (deficiency) excess	$ -	$ -	$ -	$ -	$ -
Employer's covered payroll	$ 27,672,043	$ 25,183,281	$ 20,475,367	$ 17,033,768	$ 15,232,229
Contributions as a percentage of covered payroll	14%	13%	13%	13%	13%

	2020	2019	2018	2017	2016
Statutorily required contribution	$ 2,054,507	$ 1,642,850	$ 1,565,835	$ 1,519,344	$ 1,424,055
Contributions in relation to the statutorily required contribution	$ 2,054,507	$ 1,642,850	$ 1,565,835	$ 1,519,344	$ 1,424,055
Contributions (deficiency) excess	$ -	$ -	$ -	$ -	$ -
Employer's covered payroll	$ 14,637,182	$ 13,535,037	$ 12,933,267	11,967,974	$ 11,306,995
Contributions as a percentage of covered payroll	14%	12%	12%	13%	13%

Data reported is measured as of September 30.

Schedule of Employer's Contributions

FRF

Last 10 - Fiscal Years

	2025	2024	2023	2022	2021
Statutorily required contribution	$ -	$ -	$ -	$ -	$ -
Contributions in relation to the statutorily required contribution	$ -	$ -	$ -	$ -	$ -
Contributions (deficiency) excess	$ -	$ -	$ -	$ -	$ -
Employer's covered payroll	$ -	$ -	$ -	$ -	$ -
Contributions as a percentage of covered payroll	0%	0%	0%	0%	0%

	2020	2019	2018	2017	2016
Statutorily required contribution	$ 164,297	$ 154,346	$ 151,041	$ 143,431	$ 101,420
Contributions in relation to the statutorily required contribution	$ 164,297	$ 154,346	$ 151,041	$ 143,431	$ 101,420
Contributions (deficiency) excess	$ -	$ -	$ -	$ -	$ -
Employer's covered payroll	$ 1,042,330	$ 933,995	$ 916,508	$ 852,346	$ 805,272
Contributions as a percentage of covered payroll	16%	17%	16%	17%	13%

Data reported is measured as of September 30.

Schedule of Changes in the City's Total OPEB Liability and Related Ratios
Last 10 - Fiscal Years*

	2025	2024	2023	2022	2021	2020	2019	2018
Total OPEB Liability								
Service cost	$ 96,732	$ 63,023	$ 61,055	$ 74,479	$ 72,458	$ 48,508	$ 47,951	$ 46,027
Interest cost	26,991	28,586	25,370	13,117	17,079	17,384	24,674	27,245
Changes of benefit terms	-	-	-	-	-	47,217	-	-
Differences between expected and actual experience	(50,909)	(142,859)	-	103,479	-	(32,877)	-	-
Changes in assumptions or other inputs	-	48,164	(2,816)	(95,428)	2,209	52,377	56,070	(18,526)
Benefit Payments	(28,253)	(13,991)	(21,469)	(95,378)	(234,646)	(61,327)	(37,846)	(198,251)
Net change in total OPEB liability	44,561	(17,077)	62,140	269	(142,900)	71,282	90,849	(143,505)
Total OPEB Liability - Start of Year 10/01	625,827	642,904	580,764	580,495	723,395	652,113	561,264	704,769
Total OPEB Liability - End of Year 09/30	$ 670,388	$ 625,827	$ 642,904	$ 580,764	$ 580,495	$ 723,395	$ 652,113	$ 561,264
Covered employee payroll	$ 20,682,768	$ 19,983,350	$ 19,399,000	$ 18,834,176	$ 16,003,188	$ 12,303,818	$ 10,570,085	$ 10,570,085
Total OPEB Liability as a % of covered employee payroll	3.24%	3.13%	3.31%	3.08%	3.63%	5.88%	6.17%	5.31%

*GASB Statement No. 75 requires ten years of information to be presented in this table. However, until a full 10-year trend is compiled, the City will present information for those years for which information is available. No assets are accumulated in a trust that meets the criteria in GASB Statement No. 75, paragraph 4; these benefits are funded on a pay-as-you go basis.

	Budgeted Amounts			Variance with Final Budget Favorable
	Original	Final	Actual	(Unfavorable)
Revenues				
Property taxes	$ 23,129,793	$ 23,129,793	$ 23,867,365	$ 737,572
Franchise fees	1,175,000	1,175,000	1,107,396	(67,604)
Interest	1,041,580	1,041,580	1,966,875	925,295
Licenses and permits	4,858,345	4,858,345	5,909,040	1,050,695
Intergovernmental	3,962,604	3,962,604	4,293,866	331,262
Operating grants	9,359,418	9,459,418	789,664	(8,669,754)
Other financial assistance - CARES Act	-	-	-	-
Capital Grants	-	-	(676,376)	(676,376)
Charges for services	15,669,524	15,823,324	14,447,522	(1,375,802)
Unrealized gain on investments	-	-	(23,695)	(23,695)
Miscellaneous	404,118	524,118	616,174	92,056
Total revenues	59,600,382	59,974,182	52,297,831	(7,676,351)
Expenditures				
Current				
General government	18,791,829	19,278,311	8,781,481	10,496,830
Public safety	33,124,408	33,277,204	32,233,843	1,043,361
Culture and recreation	855,367	1,475,265	451,413	1,023,852
Community development	1,466,026	976,908	1,760,856	(783,948)
Debt Service				
Principal Repayments on Loans	270,700	270,700	262,570	8,130
Subscriptions	-	-	562,404	(562,404)
Equipment Leases	-	6,138	6,138	-
Interest and other	-	129,400	183,057	(53,657)
Capital outlay	7,288,000	14,297,883	8,776,140	5,521,743
Total expenditures	61,796,330	69,711,809	53,017,902	16,693,907
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,195,948)	(9,737,627)	(720,071)	9,017,556
Other Financing Sources (Uses)				
Proceeds from sale of capital assets	-	-	676,658	676,658
Subscriptions & Equip Leases	-	-	364,775	364,775
Transfers in	1,306,897	2,973,412	1,889,265	(1,084,147)
Transfers Out	(1,465,897)	(5,005,589)	(1,602,231)	3,403,358
Total other financing sources (uses)	(159,000)	(2,032,177)	1,328,467	3,360,644
Net Change in Fund Balances	$ (2,354,948)	$ (11,769,804)	608,396	$ 12,378,200
Fund Balance, Beginning of Year			45,426,942	
Fund Balance, End of Year			$ 46,035,342	

See Notes to Required Supplementary Information

	Budgeted Amounts			Variance with Final Budget Favorable (Unfavorable)
	Original	Final	Actual	
Revenues				
Property taxes	$ 3,166,855	$ 3,166,855	$ 3,166,855	$ -
Interest	550,500	550,500	753,559	203,059
Intergovernmental	5,918,974	5,918,974	6,562,440	643,466
Charges for services	1,622,090	2,622,090	2,754,234	132,144
Other grants	1,000,000	1,000,000	2,224	(997,776)
Capital Grants - Other General	1,000,000	1,000,000	1,009,624	9,624
Unrealized gain (loss) on investments	-	-	(27,291)	(27,291)
Miscellaneous	20,000	20,000	27,762	7,762
Total revenues	13,278,419	14,278,419	14,249,407	(29,012)
Expenditures				
Streets	8,216,908	9,221,511	7,448,324	1,773,187
Capital outlay	16,252,881	22,416,967	10,853,800	11,563,167
Total expenditures	24,469,789	31,638,478	18,302,124	13,336,354
Excess (Deficiency) of Revenues Over (Under) Expenditures	(11,191,370)	(17,360,059)	(4,052,717)	13,307,342
Other Financing Sources (Uses)				
Proceeds from sale of capital assets	-	-	4,600	4,600
Contributions from other entities	-	-	971,000	971,000
Operating transfers in	150,000	150,000	73,467	(76,533)
Operating transfers out	-	-	(1,653,330)	(1,653,330)
Total other financing sources (uses)	150,000	150,000	(604,263)	(754,263)
Net Change in Fund Balances	$ (11,041,370)	$ (17,210,059)	(4,656,980)	$ 12,553,079
Fund Balance, Beginning of Year			16,677,090	
Fund Balance, End of Year			$ 12,020,110	

See Notes to Required Supplementary Information

Note 1 - Budgets and Budgetary Accounting

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

- Prior to September 1, the Finance Director and City Council prepare a proposed operating budget for the fiscal year commencing on October 1. The operating budget includes proposed expenditures and the means of financing them.
- Public hearings are conducted at City Hall to obtain taxpayer comments.
- Prior to October 1, the budget is legally enacted through passage of an appropriation ordinance.
- Budgetary amendments are approved by City Council during the year.

Budgets are adopted on a basis consistent with generally accepted accounting principles for the general, debt service, and special revenue funds. All annual appropriations lapse at fiscal year-end. The Finance Director and Mayor are authorized to transfer budget amounts within departments and between departments within any fund. Revisions that alter the total expenditure appropriation of any fund must be approved by the City Council. State law does not allow fund expenditures to exceed fund appropriations.

Other Financial Information
September 30, 2025

City of Caldwell, Idaho

NONMAJOR GOVERNMENTAL FUNDS

DEBT SERVICE FUND

To account for the accumulation of resources for, and the payment of, general long-term debt principal and interest, including bonds, certificates of participation and capital leases.

SPECIAL REVENUE FUNDS

To account for specific revenues that are legally restricted to expenditures for particular purposes.

CDBG/HUD
To account for resources received for federal community development block programs received directly from the U.S. Department of Housing and Urban Development (HUD).

Business Improvement District Fund
To account for the resources and expenditures of the City's business improvement district fund. Special assessments are the only revenue source. Expenditures are restricted by state code.

Cemetery Fund
To account for the operation and maintenance of the cemetery. Property taxes and sales of cemetery plots are the principal revenue sources. City ordinances require that these revenues be used to finance cemetery operations and maintenance.

Cemetery Capital Improvement Fund
To account for the resources and expenditures of the City's cemetery capital improvement fund. Grave fees are the principal revenue sources and capital outlay is the primary expenditure.

Cemetery Perpetual Care Fund
To account for the resources and expenditures of the City's perpetual care fund. Grave fees and earnings on investments are the principal source of revenues. Capital outlay is the primary expenditure.

Community Development Fund
To account for the collection of low interest mortgages made to low income citizens of the City and the subsequent expenditures of these funds. These loans were established under a Community Development grant.

Library Fund
To account for the operation of the public library. Financing is provided principally through property taxes which are restricted for library operations by City ordinance.

Airport Fund
To account for operation of the City airport. Financing is provided by property taxes, federal and state grants as well as state gasoline and sales tax. City ordinance requires that these revenues be restricted to financing airport operations.

Recreation Fund
To account for operation of City-owned parks and recreation programs. Financing is provided principally through program fees and a specific annual property tax levy. City ordinance restricts revenues property taxes to financing of parks and recreation programs.

City of Caldwell, Idaho
Combining Balance Sheet – Nonmajor Governmental Funds
September 30, 2025

	Business Improvement District	CDBG HUD	Cemetery	Cemetery Capital Improvement	Cemetery Perpetual Care	Community Development	Library	Airport	Recreation	Totals
Assets										
Cash and cash equivalents	$ 136,381	$ 20,090	$ 777,613	$ -	$ 1,904,919	$ 27,921	$ 2,027,261	$ 652,074	$ 1,697,124	$ 7,243,383
Prepaid expenses	-	8,280	-	-	-	-	11,817	-	1,809	21,906
Receivables										
Interest	-	18,284	2,770	6,683	-	122	8,021	2,435	4,909	43,224
Interest lease related	-	-	-	-	-	-	-	46,249	-	46,249
Taxes	-	-	193,453	-	-	-	1,473,925	429,895	1,031,748	3,129,021
Intergovernmental	-	-	-	-	-	-	169,963	22,991	528,565	721,519
Accounts	93,240	-	-	-	-	-	-	67,321	4,750	165,311
Grants	-	46,015	-	-	-	3,657	-	442,864	-	492,536
Notes	-	38,391	-	-	-	-	-	-	-	38,391
Leases	-	-	-	-	-	-	-	3,930,513	-	3,930,513
Due from other funds	-	-	-	-	14,000	-	-	-	-	14,000
Restricted assets										
Cash and cash equivalents	-	-	-	-	-	-	173,905	-	-	173,905
Investments	-	-	-	-	-	-	208,481	-	-	208,481
	$ 229,621	$ 131,060	$ 973,836	$ 6,683	$ 1,918,919	$ 31,700	$ 4,073,373	$ 5,594,342	$ 3,268,905	$ 16,228,439

	Business Improvement District	CDBG HUD	Cemetery	Cemetery Capital Improvement	Cemetery Perpetual Care	Community Development	Library	Airport	Recreation	Totals
Liabilities, Deferred Inflows of Resources, and Fund Balances										
Liabilities										
Vouchers and payroll payable	$ 11,263	$ 61,274	$ 11,265	$ 6,288	$ 266	$ 7,768	$ 49,583	$ 60,435	$ 200,293	$ 408,435
Due to other funds	-	-	-	18,711	-	-	63,133	-	-	81,844
Total liabilities	11,263	61,274	11,265	24,999	266	7,768	112,716	60,435	200,293	490,279
Deferred Inflows of Resources										
Unavailable property tax revenue	-	-	193,453	-	-	-	1,473,925	429,895	1,031,748	3,129,021
Unavailable revenue	-	18,284	-	-	-	-	-	-	-	18,284
Lease related	-	-	-	-	-	-	-	3,972,117	-	3,972,117
Total deferred inflows of resources	-	18,284	193,453	-	-	-	1,473,925	4,402,012	1,031,748	7,119,422
Fund Balances										
Nonspendable	-	8,280	-	-	-	-	11,817	-	1,809	21,906
Assigned for Capital Maintenance	-	-	-	-	-	23,932	-	-	-	23,932
Committed for library services	-	-	-	-	-	-	2,474,915	-	-	2,474,915
Committed for community services	218,358	43,222	769,118	(18,316)	1,918,653	-	-	1,131,895	2,035,055	6,097,985
Total fund balances	218,358	51,502	769,118	(18,316)	1,918,653	23,932	2,486,732	1,131,895	2,036,864	8,618,738
	$ 229,621	$ 131,061	$ 973,836	$ 6,683	$ 1,918,919	$ 31,700	$ 4,073,373	$ 5,594,342	$ 3,268,905	$ 16,228,440

City of Caldwell, Idaho

Combining Statement of Revenues, Expenditures, and Changes in Fund Balances – Nonmajor Governmental Funds

Year Ended September 30, 2025

	Business Improvement District	CDBG/ HUD	Cemetery	Cemetery Capital Improvement	Cemetery Perpetual Care	Community Development	Library	Airport	Recreation	Totals
Revenues										
Property taxes	$ -	$ -	$ 184,256	$ -	$ -	$ -	$ 1,396,311	$ 428,970	$ 1,027,801	$ 3,037,338
Interest	-	-	33,106	81,169	711	4,144	95,607	35,502	69,100	319,339
Interest lease related	-	-	-	-	-	-	-	89,456	-	89,456
Intergovernmental	-	-	-	-	-	-	641,217	86,740	1,994,112	2,722,069
Capital grants	-	122,690	-	-	-	3,657	-	1,388,341	-	1,514,688
Operating grants	-	-	-	-	-	-	5,037	-	-	5,037
Charges for services	-	-	157,689	14,827	23,668	1	35,767	339,430	826,301	1,397,683
Unrealized (loss)/gain on investments	-	-	(168)	(218)	(181)	126	(7,741)	(708)	(2,333)	(11,223)
Assessments	384,767	-	-	-	-	-	-	-	-	384,767
Miscellaneous	-	-	460	-	-	5,000	149,784	56,626	14,454	226,324
Total revenues	384,767	122,690	375,343	95,778	24,198	12,928	2,315,982	2,424,357	3,929,435	9,685,478
Expenditures										
Current										
General government	348,497	-	-	-	-	-	-	-	-	348,497
Parks and recreation	-	-	-	-	-	-	-	-	3,439,281	3,439,281
Community services	-	122,690	448,669	3,750	-	344,164	1,884,877	970,500	-	3,774,650
Capital outlay	-	-	-	252,158	-	-	-	1,250,138	1,646,666	3,148,962
Total expenditures	348,497	122,690	448,669	255,908	-	344,164	1,884,877	2,220,638	5,085,947	10,711,390
Excess (Deficiency) of Revenues Over (Under) Expenditures	36,270	-	(73,326)	(160,130)	24,198	(331,236)	431,105	203,719	(1,156,512)	(1,025,912)

	Business Improvement District	CDBG/ HUD	Cemetery	Cemetery Capital Improvement	Cemetery Perpetual Care	Community Development	Library	Airport	Recreation	Totals
Other Financing Sources (Uses)										
Proceeds from sale of assets	-	-	-	8,700	-	-	-	-	-	8,700
Contributions from other governments	-	-	-	-	-	226,800	-	-	-	226,800
Operating transfers in	-	-	-	-	-	-	-	-	1,567,944	1,567,944
Total other financing sources (uses)	-	-	-	8,700	-	226,800	-	-	1,567,944	1,803,444
Excess (Deficiency) of Revenues Over Expenditures and Other Financing Sources	36,270	-	(73,326)	(151,430)	24,198	(104,436)	431,105	203,719	411,432	777,532
Fund Balance, Beginning of Year	182,088	51,502	842,444	133,113	1,894,454	128,367	2,055,627	928,177	1,625,432	7,841,205
Fund Balance, End of Year	$ 218,358	$ 51,502	$ 769,118	$ (18,316)	$ 1,918,653	$ 23,932	$ 2,486,731	$ 1,131,895	$ 2,036,864	$ 8,618,739

NONMAJOR PROPRIETARY FUNDS

ENTERPRISE FUND

To account for operations that are financed and operated in a manner similar to private business enterprises when the intent of the governing body is that costs of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or when the City's council has decided that periodic determination of net income is appropriate for accountability purposes.

Golf Fund

To account for the operations of the City's public golf courses (Purple Sage and Fairview).

Electrical Fund

To account for the billings and receipts for the City street lights.

Irrigation Fund

To account for maintenance, operation and capital replacement of the City's irrigation system.

INTERNAL SERVICE FUNDS

To account for the financing of goods or services provided by one department or agency to other departments or agencies of the government and to other government units, on a cost reimbursement basis.

Post-Retirement Health Reimbursement Arrangement

To account for post-employment benefits for employees who retire under PERSI before age 65 that are not yet eligible for Medicare until age 65 or older. The benefits will help retired employees to bridge the gap between retirement and age 65.

Section 125 Benefit Plan

To account for employee cafeteria contributions and expenditures for health services.

	Golf	Electrical	Irrigation	Totals
Assets				
Current Assets				
Cash and cash equivalents	$ 677,942	$ 2,663,608	$ 2,722,466	$ 6,064,016
Prepaid expenses	400			400
Interest receivable	1,996	8,896	10,118	21,010
Accounts receivable	-	128,414	647,864	776,278
Inventory	185,289	-	-	185,289
Total current assets	865,627	2,800,918	3,380,448	7,046,993
Noncurrent Assets				
Capital assets				
Capital assets not being depreciated	178,368	-	-	178,368
Capital asset being depreciated (net)	424,563	6,688,347	17,494,073	24,606,983
Total noncurrent assets	602,931	6,688,347	17,494,073	24,785,351
Deferred Outflow of Resources				
Pension	81,660	60,129	39,068	180,857
	$ 1,550,218	$ 9,549,394	$ 20,913,589	$ 32,013,201
Liabilities				
Current Liabilities				
Vouchers and payroll payables	$ 99,765	$ 161,271	$ 96,708	$ 357,744
Customer deposits	94,002	-	-	94,002
Due to other funds	14,000	-	-	14,000
compensated absences	47,995	65,564	-	113,559
Total current liabilities	255,762	226,835	96,708	579,305
Noncurrent Liabilities				
Net pension liability	187,517	136,517	89,600	413,634
Deferred Inflow of Resources				
Pension	81,242	59,147	38,820	179,209
Net Position				
Investment in capital assets	602,931	6,688,347	17,494,073	24,785,351
Unrestricted	422,766	2,438,548	3,194,388	6,055,702
Total net position	1,025,697	9,126,895	20,688,461	30,841,053
	$ 1,550,218	$ 9,549,394	$ 20,913,589	$ 32,013,201

	Golf	Electrical	Irrigation	Totals
Operating Revenues				
Charges for services	$ 2,472,646	$ 1,394,332	$ 2,882,229	$ 6,749,207
Other	30,378	314,426	1,364	346,168
Total operating revenues	2,503,024	1,708,758	2,883,593	7,095,375
Operating Expenses				
Personnel services	646,253	647,754	262,718	1,556,725
Contractual services	586,278	123,005	630,344	1,339,627
Materials and supplies	233,596	29,225	20,217	283,038
Utilities	115,988	273,019	846,295	1,235,302
Repairs and maintenance	200,453	677,779	405,622	1,283,854
Other expenses	81,527	12,933	71,197	165,657
Depreciation	208,894	287,882	632,710	1,129,486
Total operating expenses	2,072,989	2,051,597	2,869,103	6,993,689
Operating Income (Loss)	430,035	(342,839)	14,490	101,686
Nonoperating Revenues (Expenses)				
Interest income	8,613	105,594	116,385	230,592
Investments	1,962	(308)	2,845	4,499
Total nonoperating revenues	10,575	105,286	119,230	235,091
Income (Loss) Before Contributions and Transfers	440,610	(237,553)	133,720	336,777
Contributions from developers	-	1,214,798	3,654,074	4,868,872
Change in Net Position	440,610	977,245	3,787,794	5,205,649
Net Position, Beginning of Year	599,201	8,149,650	16,900,668	25,649,519
Restatement (See Note 16)	(14,113)	-	-	(14,113)
Net Position, Beginning of year as Restated	585,088	8,149,650	16,900,668	25,635,406
Net Position, End of Year	$ 1,025,697	$ 9,126,895	$ 20,688,461	$ 30,841,053

	Non Major Enterprise Funds			
	Golf	Electrical	Irrigation	Total
Operating Activities				
Received from user charges	$ 2,515,323	$ 1,680,287	$ 2,795,583	$ 6,991,193
Payments to employees for services	(626,322)	(446,655)	(285,490)	(1,358,467)
Payments to suppliers for goods and services	(1,403,446)	(1,000,774)	(2,000,547)	(4,404,767)
Net Cash from (used for) Operating Activities	485,555	232,858	509,546	1,227,959
Noncapital Financing Activities				
Repayment on interfund loan	(14,000)	-	-	(14,000)
Net Cash from (used for) Noncapital Financing Activities	(14,000)	-	-	(14,000)
Capital and Related Financing Activities				
Acquisition of capital assets	-	(86,406)	-	(86,406)
Net Cash from (used for) Capital and Related Financing Activities	-	(86,406)	-	(86,406)
Investing Activities				
Interest received on investments	6,671	105,123	111,208	223,002
Net increase (decrease) in pooled investments	1,962	(308)	2,845	4,499
Net Cash from Investing Activities	8,633	104,815	114,053	227,501
Net Change in Cash and Cash Equivalents	480,188	251,268	623,601	1,355,056
Cash and Cash Equivalents, October 1, 2024	197,754	2,412,341	2,098,867	4,708,962
Cash and Cash Equivalents, September 30, 2025	$ 677,942	$ 2,663,608	$ 2,722,466	$ 6,064,016
Supplemental Information				
Contributed property, plant and equipment	$ -	$ 1,214,798	$ 3,654,074	$ 4,868,872

	Non Major Enterprise Funds			
	Golf	Electrical	Irrigation	Total
Reconciliation of operating income (loss) to net cash from (used for) operating activities				
Operating income (loss)	$ 430,035	$ (342,839)	$ 14,490	$ 101,686
Depreciation	208,895	287,882	632,710	1,129,487
Amortization	-	-	-	-
GASB 68 pension expense	14,630	135,535	(22,703)	127,462
Changes in assets and liabilities				
Accounts receivable	975	(30,168)	(88,010)	(117,203)
Grants receivable	-	-	-	-
Internal balances	-	-	-	-
Prepaid Expenses	(400)	-	-	(400)
Inventory	(146,289)	-	-	(146,289)
Vouchers payable	(38,349)	116,882	(26,940)	51,594
Unearned revenue	-	-	-	-
Compensated absences	4,734	65,564	-	70,298
Customer deposits	11,324	-	-	11,324
Net Cash from (used for) Operating Activities	$ 485,555	$ 232,856	$ 509,547	$ 1,227,959

	Post-Retirement Health Reimbursement Arrangement	Section 125 Benefit Plan	Totals
Assets and Deferred Outflows of Resources			
Current Assets			
Cash and cash equivalents	$ 1,528,907	$ 54,373	$ 1,583,280
Interest receivable	5,406	-	5,406
Total current assets	1,534,313	54,373	1,588,686
Deferred Outflows of Resources			
OPEB obligations	157,715	-	157,715
Total deferred outflows of resources	157,715	-	157,715
Liabilities, Deferred Inflows of Resources and Net Position			
Liabilities			
Vouchers payable	-	9,450	9,450
OPEB liability	670,388	-	670,388
Total liabilities	670,388	9,450	679,838
Deferred Inflows of Resources			
OPEB obligations	254,822	-	254,822
Total deferred inflows of resources	254,822	-	254,822
Net Position			
Unrestricted	766,818	44,923	811,741
Total net position	766,818	44,923	811,741
	$ 1,692,028	$ 54,373	$ 1,746,401

	Post-Retirement Health Reimbursement Arrangement	Section 125 Benefit Plan	Totals
Operating Revenues			
Charges for services	$ 326,684	$ 175,199	$ 501,883
Total operating revenues	326,684	175,199	501,883
Operating Expenses			
Personnel Services	-	165,785	165,785
Contractual services	184,634	5,869	190,503
Total operating expenses	184,634	171,654	356,288
Operating Income (Loss)	142,050	3,545	145,595
Nonoperating Revenues (Expenses)			
Interest income	54,127	-	54,127
Unrealized gain (loss) on investments	1,306	-	1,306
OPEB expenses (offset)	(89,744)	-	(89,744)
Total nonoperating (expenses)	(34,311)	-	(34,311)
Change in Net Position	107,739	3,545	111,284
Net Position, Beginning of Year	659,079	41,378	700,456
Net Position, End of Year	$ 766,818	$ 44,923	$ 811,740

	Internal Service Funds		
	Post-Retirement Health Reimbursement Arrangement	Section 125 Benefit Plan	Totals
Operating Activities			
Received from user charges	$ 326,684	$ 175,199	$ 501,883
Payments to employees for services	-	-	-
Payments to suppliers for goods and services	(204,121)	(163,531)	(367,652)
Net Cash from (used for) Operating Activities	122,563	11,668	134,231
Investing Activities			
Interest received on investments	53,442	-	53,442
Net increase in pooled investments	1,306	-	1,306
Net Cash from (used for) Investing Activities	54,748	-	54,748
Net Change in Cash and Cash Equivalents	177,312	11,668	188,980
Cash and Cash Equivalents, October 1, 2024	1,351,596	42,705	1,394,301
Cash and Cash Equivalents, September 30, 2025	$ 1,528,907	$ 54,373	$ 1,583,280
Reconciliation of Operating Income to Net Cash from operating activities			
Operating income (loss)	$ 142,050	$ 3,545	$ 145,595
Changes in assets and liabilities			
Vouchers Payable	$ (19,487)	$ 8,123	$ (11,364)
Net Cash from (used for) Operating Activities	$ 122,563	$ 11,668	$ 134,231
Reconciliation of Operating Income to Net Cash from operating activities			
Operating income (loss)	$ 142,050	$ 3,545	$ 145,595
Depreciation	-	-	-
Amortization	-	-	-
Changes in assets and liabilities			
Vouchers payable	(19,487)	8,123	(11,364)
Net Cash from Operating Activities	$ 122,563	$ 11,668	$ 134,231

Single Audit Information
September 30, 2025

City of Caldwell, Idaho

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Members of the City Council
City of Caldwell, Idaho
Caldwell, Idaho

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States *(Government Auditing Standards)*, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Caldwell, Idaho (the City), as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated March 11, 2026.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

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Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Eide Bailly LLP

Boise, Idaho
March 11, 2026

Independent Auditor's Report on Compliance for the Major Federal Program; Report on Internal Control Over Compliance; and Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

To the Members of the City Council
City of Caldwell, Idaho
Caldwell, Idaho

Report on Compliance for Each Major Federal Program

Opinion on the Major Federal Program

We have audited the City of Caldwell, Idaho's (the City) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on the City's major federal program for the year ended September 30, 2025. The City's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended September 30, 2025.

Basis for Opinion on the Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the City's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. 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 GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis.

A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated March 11, 2026, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Eide Bailly LLP

Boise, Idaho
March 11, 2026

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal Financial Assistance Listing/Federal CFDA number	Pass-through Entity Identifying Number	Expenditures	Amounts Passed-Through to Subrecipients
U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT				
Community Dev Block Grant/Entitlement Grants Cluster				
COVID-19 CDBG/Entitlement Grant	14.218	B-20-MW-16-0008	$ 55,000	$ 55,000
COVID-19 CDBG/Entitlement Grant	14.218	B-24-MC-16-0008	67,690	35,620
Total Community Development Block Grant Cluster Entitlement / Special			122,690	90,620
Total Department of Housing and Urban Development			122,690	90,620
U. S. DEPARTMENT OF ENERGY				
Energy Efficiency and Conservation Block Grant	81.128	IA-0000000569	96,000	-
Total U.S. Department of Energy			96,000	-
U. S. DEPARTMENT OF JUSTICE				
Passed through City of Nampa				
Edward Byrne Memorial Justice Assistance	16.738	2024-DJ-BX-0597	33,373	-
Office of Community Policing Services	16.710	15JCOPS-24-GG-03385	49,139	-
Total U.S. Department of Justice			82,512	-
U.S. DEPARTMENT OF HOMELAND SECURITY				
Staffing for Adequate Fire and Emergency Response (SAFER)	97.083	ENW-2021-FF-01852	691,706	-
Total U.S. Department of Homeland Security			691,706	-
U. S. DEPARTMENT OF TRANSPORTATION				
Federal Aviation Administration				
AIP-Airport Improvement Project	20.106	3-16-0045-038-2023	35,699	-
AIP-Airport Improvement Project	20.106	3-16-0045-039-2024	487,796	-
AIP-Airport Improvement Project	20.106	3-16-0045-040-2024	501,092	-
AIP-Airport Improvement Project	20.106	3-16-0045-041-2024	161,604	-
AIP-Airport Improvement Project	20.106	3-16-0045-042-2024	80,202	-
Total 20.106			1,266,393	-

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal Financial Assistance Listing/Federal CFDA number	Pass-through Entity Identifying Number	Expenditures	Amounts Passed-Through to Subrecipients
Passed through the Idaho Department of Transportation, Office of Highway Safety				
State and Community Highway Safety	20.205	FHWA OHSIP	1,745	-
Transportation Highway Cluster				
National Priority Safety Programs	20.600	PT-2025-EA-00	3,447	-
State and Community Highway Safety	20.616	M5HVE-2025-EA-00	1,677	-
State and Community Highway Safety	20.616	B8ADDLE-2025-EA-00	2,500	-
State and Community Highway Safety	20.616	M2HVE-2025-EA-00	2,776	-
State and Community Highway Safety	20.616	M5HVE-2025-EB-00	1,883	-
State and Community Highway Safety	20.616	M5HVE-2025-EC-00	1,421	-
Total U.S. Department of Transportation Highway Safety Cluster			13,704	-
Total U.S Department of Transportation			1,281,842	-
INSTITUTE OF MUSEUM AND LIBRARY SERVICES				
Passed through the State of Idaho Commission for Libraries				
That All May Read Grant	45.310	STEM 25-17	500	-
Continuing Education Grant	45.310	TAMR 25-05	1,000	-
Continuing Education Grant	45.310	CE 25-19	1,013	-
Total Institute of Museum and Library Services			2,513	-
U.S. DEPARTMENT OF THE TREASURY				
COVID-19 Coronavirus State and Local Fiscal Recovery Funds (SLSRF)	21.027	20-1982-0-1-806	819,768	-
Total Department of the Treasury			819,768	-
U.S. ENVIRONMENTAL PROTECTION AGENCY				
Brownsfields & Land Revitalization Program	66.818	EPA-OLEM-OBLR-24-08	3,656	-
Total Environmental Protection Agency			3,656	-
TOTAL FEDERAL FINANCIAL ASSISTANCE			$ 3,100,688	$ 90,620

Note 1 - Basis of Presentation

The accompanying schedule of expenditures of federal awards (the schedule) includes the federal award activity of the City of Caldwell, Idaho (the City) under programs of the federal government for the year ended September 30, 2025. The information is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position or fund balance of the City.

Note 2 - Summary of Significant Accounting Policies

Expenditures reported in the schedule are reported on the modified accrual basis of accounting, except for subrecipient expenditures, which are recorded on the cash basis. When applicable, such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Note 3 - Indirect Cost Rate

The City does not draw for indirect administrative expenses and has not elected to use the 10% de minimums cost rate.

Section I – Summary of Auditor's Results

Financial Statements

Type of auditor's report issued	Unmodified
Internal control over financial reporting:	
Material weaknesses identified	No
Significant deficiencies identified not considered to be material weaknesses	None Reported
Noncompliance material to financial statements noted?	No

Federal Awards

Internal control over major program:	
Material weaknesses identified	No
Significant deficiencies identified not considered to be material weaknesses	None Reported
Type of auditor's report issued on compliance for major programs:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance 2 CFR 200.516:	No

Identification of major program:

Name of Federal Program	Federal Financial Assistance Listing
Airport Improvement Program	20.106
Dollar threshold used to distinguish between type A and type B programs:	$ 1,000,000
Auditee qualified as low-risk auditee?	No

Section II – Financial Statement Findings

None reported.

Section III – Federal Award Findings and Questioned Costs

None reported.

March 11, 2026

To the City Council and Mayor
City of Caldwell, Idaho

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information for the City of Caldwell, Idaho (the City) as of and for the year ended September 30, 2025, and have issued our report thereon dated March 11, 2026. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit under Generally Accepted Auditing Standards and *Government Auditing Standards* and our Compliance Audit under the Uniform Guidance

As communicated in our letter dated September 24, 2025, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America and to express an opinion on whether the City complied with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City's major federal program. Our audit of the financial statements and major program compliance does not relieve you or management of its respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing 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 over financial reporting. Accordingly, as part of our audit, we considered the internal control of the City solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

Our responsibility, as prescribed by professional standards as it relates to the audit of the City's major federal program compliance, is to express an opinion on the compliance for the City's major federal program based on our audit of the types of compliance requirements referred to above. An audit of major program compliance includes consideration of internal control over compliance with the types of compliance requirements referred to above as a basis for designing audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of

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expressing an opinion on the effectiveness of internal control over compliance. Accordingly, as a part of our major program compliance audit, we considered internal control over compliance for these purposes and not to provide any assurance on the effectiveness of the City's internal control over compliance.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our comments regarding internal controls during our audit in our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* dated March 11, 2026. We have also provided our comments regarding compliance with the types of compliance requirements referred to above and internal controls over compliance during our audit in our Independent Auditor's Report on Compliance with Each Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance dated March 11, 2026.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, our firm, and other firms utilized in the engagement, if applicable, have complied with all relevant ethical requirements regarding independence.

Significant Risks Identified

As stated in our auditor's report, 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." We have identified the following as significant risks:

- 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 misrepresent revenues/expenditures on federal funds received.

- Revenue Recognition – We identified revenue recognition (related to both exchange revenues for charges for services and non-exchange revenue related to grant revenue) as a significant risk due to financial and operational incentives for the organization to overstate revenues. Additionally, there is a risk of recognizing revenue for grant agreements before all eligibility requirements are met.

- Management's Estimate - Net pension liability and deferred inflows/outflows of resources related to the net pension liability and OPEB (Other Post Employment benefits) are based on actuarial estimates provided by Milliman to PERSI and the Schedule of Employer Allocations and Collective Pension Amounts provided by PERSI.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the City is included in Note 1 to the financial statements. As described in Note 1, the Agency changed accounting policies related to the accounting for compensated absences to adopt the provisions of GASB Statement No. 101, *Compensated Absences*. Accordingly, the accounting change has been retrospectively applied to the financial statements beginning September 1, 2024. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments. The most sensitive accounting estimates affecting the financial statements are:

Management's estimate of the net pension liability and deferred inflows/outflows of resources related to the net pension liability are based on actuarial estimated provided by Milliman to PERSI and the Schedule of Employer Allocations and Collective Pension Amounts provided by PERSI. This schedule was audited by independent auditors. We evaluated the key factors and assumptions used to develop the net pension liability and determined that it is reasonable in relation to the basic financial statements taken as a whole.

Management's estimate of the single-employer post-employment benefit (OPEB) liability and the deferred inflows and outflows of resources related to the liability is based on actuarial estimates provided by Gallagher. We evaluated the key factors and assumptions used to develop the OPEB liability and determined that it is reasonable in relation to the financial statements taken as a whole.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the City's financial statements relate to:

The disclosure of employer pension assumptions in Note 8 to the financial statements is sensitive as this note supports assumptions made and inputs used to determine the employer pension assumption.

The disclosure of other post-employment benefits other than pensions in Note 9 to the financial statements is sensitive as this note supports the assumptions made and inputs used to determine the other post-employment benefit liability/asset.

Identified or Suspected Fraud

We have obtained information that indicates that the following fraud may have occurred.

During our audit, we were informed of the matter of ten questionable credit card expenditures charged to the former Fire Chief's card in the amount of $8,323.77. The amount in question was repaid to the City. We discussed the City's investigation with the Finance Department, reviewed documents associated with the charges, and observed the City has implemented a new P-Card program with strengthened authorization and review controls.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole. Uncorrected misstatements or matters underlying those uncorrected misstatements could potentially cause future-period financial statements to be materially misstated, even though the uncorrected misstatements are immaterial to the financial statements currently under audit. There were no uncorrected or corrected misstatements identified as a result of our audit procedures.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Circumstances that Affect the Form and Content of the Auditor's Report

For purposes of this letter, professional standards require that we communicate any circumstances that affect the form and content of our auditor's report. As described in Note 17 to the financial statements, due to the adoption of GASB Statement No. 101, *Compensated Absences*, the City restated opening balances as of October 1, 2024. The purpose of the paragraph is to draw attention to the disclosures for the adoption of the standards update. We have included an emphasis of matter in our report regarding this restatement. We did not modify our opinion related to this matter.

Representations Requested from Management

We have requested certain written representations from management which are included in the management representation letter dated March 11, 2026.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the City, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, significant events or transactions that occurred during the year, operating conditions affecting the entity, and operating plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the City's auditors.

This report is intended solely for the information and use of the City Council and management of the City and is not intended to be, and should not be, used by anyone other than these specified parties.

Eide Bailly LLP

Boise, Idaho

Memorandum

To:

City Council

Meeting Date:

March 16, 2026

Item Name:

The Caldwell City Council dispenses with the 3 reading rule of Idaho Code §50-902 for all ordinances

Summary Statement:

Recommended Action:

Budget:

Cost Impact:
Funding Source:
Timeline:

Attachments:

None

City Council
Workshop
(City Hall - Chambers Room #100)
March 2, 2026

5:30 p.m.

Caldwell Police Department Pinning and Swearing In
Mayor Phillips called the workshop to order at 5:00pm.
Police Chief Rex Ingram invited the new officers to introduce themselves and their families for their badging.
Officers:
Jonah Mushlitz
Joshua Davis
Branden Priest
Grant Ramirez
Kacen Shreffler
Joshua Hargraves

The workshop adjourned at 5:20pm

Regular City Council Meeting
(City Hall - Chambers Room #100)
Minutes
February 17, 2026
6:00 p.m.

Mayor Phillips opened the meeting at 6:00 p.m. at the Caldwell City Hall Council Chambers.

Matthew Forsyth of Valley Church provided the invocation and Mayor Phillips led those in the audience in the Pledge of Allegiance.

Roll Call:
The City Clerk called the roll: Tilmant, Stadick, Register, Williams, Allgood, and Dittenber all present. Absent: none

Conflict of Interest:
None.

Special Presentations/Reports.
1. **Bond Presentation - Michael Keith**
   Michael Keith with Zion Financial was present via Teams to review bond information and timeline. Council discussed and an ordinance will return to Council at the next meeting for discussion.

2. **Pear Ln to Farmway Road Presentation - Idaho Transportation Department**
   Andrew Linder with ITD was present to review the SH-55 project between Pear Ln and Farmway Rd

Audience Participation:
Jeanne Cridebring complimented the City on transparency and ongoing updates by the City and for quiet zone hearings and establishing the “comments” email.

Motion to Amend
Moved by Allgood, Seconded by Tilmant to amend the Consent Calendar moving items 10, 11, and 15 to New Business for further discussion.

Roll call vote: Those voting yes: Tilmant, Stadick, Register, Williams, Dittenber, and Allgood. Those voting no: none. Absent and/or not voting: none.

Motion Carried

Consent Calendar: [*All Consent Calendar Items are Considered Action Items*]
1. The Caldwell City Council dispenses with the 3 reading rule of Idaho Code §50-902 for all ordinances

2. Minutes
    a. Caldwell City Council - February 17, 2026
3. Approve Resolution Authorizing the Luby Park Storm Drain Construction Project
4. Approve Resolution Accepting a deed for Right-Of-Way at 907 Bluebird Pl by Cobblestone Idaho Propco LLC
5. Approve Resolution Awarding 2026 Pavement Overlays Project
6. Approve Resolution Authorizing a Utility License Agreement (Pioneer Project No. 07-2026) between Pioneer Irrigation District and City of Caldwell for water and sewer lines crossing under Mason Drain at Skyway Bridge for Escalon Park Subdivision No. 1
7. Approve Resolution Accepting a Dedication of Sewer, Water, Pressure Irrigation, Storm Drain and Street Light Facilities in the Peregrine Estates Subdivision, Phase No. 6.
8. Approve Resolution Ratifying a contract addendum for Lead & Copper Sampling program management between City of Caldwell Water Department & 120Water.
9. Approve Resolution Authorizing Records destruction for Wastewater, Cemetery, Utility Billing, and Clerk Departments
10. ~~Approve Resolution Authorizing the purchase of Gravity Budget Software in the non-budgeted amount of $18,250~~
11. ~~Approve Resolution authorizing the purchase of a new Utility Billing Software to processes and track all Water, Sewer, Garbage and Street light Utility Fees in the budgeted amount of $ 207,570.00~~
12. Approve Resolution Authorizing the Purchase of UV Treatment Equipment
13. Approve Resolution Authorizing the Surplus of Parks Vehicles for auction/scrap/transfer to Enterprise
14. Approve Resolution Authorizing a Security Services Contract with SAS Security
15. ~~Approve Resolution adopting Amendments to the City of Caldwell Social Media Policy~~
16. Approve the Findings of Facts and Conclusions of Law for denial of Summit Grove Development ANN25-000009 & SPP25-000012.
17. Approve Resolution Authorizing the purchase of updated software for CCTV water vans

Moved by Allgood, Seconded by Tilmant to approve the Consent Calendar as amended.

Roll call vote: Those voting yes: Tilmant, Stadick, Register, Williams, Dittenber, and Allgood. Those voting no: none. Absent and/or not voting: none.

Motion Carried

Old Business: ***[All Old Business Items Listed are Considered Action Items]***

ACTION ITEM: Public Hearing (Quasi-Judicial): CASE SUP25-000017, ZON25-000006: The applicant, TMOD Homes LLC., on behalf of David Nelson, is requesting a Rezone, with an associated Development Agreement, of parcel R3249700000, from C-3 (General Commercial) to R-3 (Urban Residential), and a Special Use Permit for Freedom 50 Development. The proposed development is a multi-family residential duplex community with fifty (50) dwelling units (twenty-five buildings), where the current City comprehensive plan future land use map place-type is identified as Mixed Use Center. The 3.9 acre parcel is located on the south side of E. Ustick Rd., approximately 400 feet west of the intersection with Cleveland Blvd. The application was recommended for approval by the Hearing Examiner on Tuesday, January 13, 2026. This application was continued from the February 17th, 2026 City Council Hearing.

The applicant, TMOD Homes was present to review the location and proposed development with Council.
Councilor Allgood asked about secondary emergency access, the developer explained fire suppression would be installed in units instead.
Councilor Stadick expressed concern about parking.
Councilor Register asked for clarification on statements regarding an on site manager. The applicant explained there would be a manager but likely not full time

Principal Planner Joe Dodson reviewed the compliance of the presentation through the staff report.

The Mayor then opened the floor for public comment.
There were no comments in favor of neutral.

Against:
Jeanne Cridebring encouraged consistency when making decisions.

ACTION ITEM: Consider Bill No. 77 (Ordinance No. 3729) associated with ZON25-000006, with a request to move for its passage by title only and approve the summary for publication.

Councilor Dittenber expressed his appreciation to the applicant for bringing an infill project.

Moved by Dittenber, Seconded by Williams that based upon Caldwell City Code, the Comprehensive Plan; and upon the testimony, evidence in record, the facts presented, and the applicable city code approval criteria, I move that the proposed zoning of R-3 be **APPROVED**, subject to the conditions as presented.

Roll call vote: Those voting yes: Williams, Dittenber, and Allgood. Those voting no: Tilmant, Stadick, Register,. Absent and/or not voting: none.
Seeing a split vote, the mayor casts a vote in the negative. The rezone fails.
Comments: amendment is not consistent with comp plan. commercial should be reconsidered.
secondary access.
Councilor Tilmant: mixed use is disappearing location is prime commercial real estate.
Councilor Register: concern of schools

New Business: ***[All New Business Items Listed are Considered Action Items]***

Action Item: Consider Resolution Authorizing the purchase of Gravity Budget Software in the non-budgeted amount of $18,250
Action Item: Consider Resolution authorizing the purchase of a new Utility Billing Software to processes and track all Water, Sewer, Garbage and Street light Utility Fees in the budgeted amount of $ 207,570.00

Council asked for clarification on the software and its use. RaeLynn North explained that the programs would be used for utility billings are there were no concerns with the budgeting.

Moved by Allgood, Seconded by Stadick to Consent items 10 and 11 Authorizing the purchase of Gravity Budget Software in the non-budgeted amount of $18,250 and authorizing the purchase of a new Utility Billing Software to processes and track all Water, Sewer, Garbage and Street light Utility Fees in the budgeted amount of $ 207,570.00.

Roll call vote: Those voting yes: Tilmant, Stadick, Register, Williams, Dittenber, and Allgood. Those voting no: none. Absent and/or not voting: none.

Motion Carried

Action Item: Consider Resolution adopting Amendments to the City of Caldwell Social Media Policy

Councilor Allgood expressed his concern of allowing comments regarding political issues. Council and staff discussed the policy in general and

Moved by Tilmant, Seconded by Stadick to approve the amended Social Media Policy and direct staff to advertise the information appropriately.

Roll call vote: Those voting yes: Tilmant, Stadick, Register, Williams, Dittenber, and Allgood. Those voting no: none. Absent and/or not voting: none.

Motion Carried

Discussion Item: Discussion regarding cooperation with the Urban Renewal Agency of the City of Caldwell for the private redevelopment of the “6th Street Plaza” (former right-of-way of S. 6th Ave between Main St. and Indian Creek).

Mark Hilty, URA Counsel, was present to review the request for adjusting property lines near the Tilian Project. Council and Staff discussed the proposal and were generally in favor of moving forward. No action was taken but staff was directed to continue researching the matter before returning to Council.

Action Item: Consider Resolution approving a Parking Lease between The City of Caldwell and DPRE LLC for temporary parking on the Tilian project Phase II site on Main Street and approximately S. 6th Ave.
No action was taken on this matter.

ACTION ITEM: Public Hearing (Quasi-Judicial): CASE VAC26-000001: Petition for Vacation of Right-of-Way (ROW) - a request by the property owner, City of Caldwell, to vacate a portion of the City right-of-way located at the Caldwell Event Center. The right of way is a portion of the NW ¼ of the SW ¼ and the SW ¼ of the NW ¼ of Section 26 and the NE ¼ of the SE ¼ and the SE ¼ of the NE ¼ of Section 27 Township 4 North, Range 3 West, Boise Meridian City of Caldwell, Canyon County, Idaho. This right of way remains from old plats. The right of way vacation is to clean up the GIS Mapping to show existing conditions. The city has no plans now or in the future for street rights of ways in this location.

Principal Planner Joe Dodson reviewed the application noting it was a housekeeping item to remove old plat lines that currently run through existing properties.
There was no testimony on the project.

ACTION ITEM: Consider Bill No. 78 (Ordinance No. 3742) associated with VAC26-000001, with a request to move for its passage by title only and approve the summary for publication.

Moved by Tilmant, Seconded by Stadick to sponsor **Consider Bill No. 78 (Ordinance No. 3742)** associated with VAC26-000001, with a request to move for its passage by title only and approve the summary for publication.

Roll call vote: Those voting yes: Tilmant, Stadick, Register, Williams, Dittenber, and Allgood. Those voting no: none. Absent and/or not voting: none.

Motion Carried

Public Hearing: Fee Changes for Police, Community Development, and Clerk

RaeLynn North introduced the fees being proposed for each of the departments.

There was no testimony on the proposed fee changes.

Action Item: Consider Resolution 062-26 Establishing and Amending Fees for Caldwell Police Department

Moved by Stadick, Seconded by Allgood to approve Resolution 062-26 Establishing and Amending Fees for Caldwell Police Department.

Roll call vote: Those voting yes: Tilmant, Stadick, Register, Williams, Dittenber, and Allgood. Those voting no: none. Absent and/or not voting: none.

Motion Carried

Action Item: Consider Resolution 063-26 Establishing and Amending Fees for Caldwell Community Development Department
Action Item: Consider Resolution 064-26 Establishing and Amending Fees for Caldwell Clerk Department

Moved by Allgood, Seconded by Tilmant to approve Resolution 063-26 and 064-26 Establishing and Amending Fees for Caldwell Community Development Department Clerk Department.

Roll call vote: Those voting yes: Tilmant, Stadick, Register, Williams, Dittenber, and Allgood. Those voting no: none. Absent and/or not voting: none.

Motion Carried

Action Item: Consider Bill 9 Ordinance 3743 Annexation of Peregrine Estates Subdivision, Phase No. 6 into the Caldwell Municipal Irrigation District

Moved by Allgood, Seconded by Tilmant to sponsor Bill 9 Ordinance 3743 Annexation of Peregrine Estates Subdivision, Phase No. 6 into the Caldwell Municipal Irrigation District.

Roll call vote: Those voting yes: Tilmant, Stadick, Register, Williams, Dittenber, and Allgood. Those voting no: none. Absent and/or not voting: none.

Motion Carried

Action Item: Consider Bill 10 Ordinance 3744 Annexation of Topaz Ranch West No. 2 into the Caldwell Municipal Irrigation District

Moved by Tilmant, Seconded by Dittenber to sponsor Bill 10 Ordinance 3744 Annexation of Topaz Ranch West No. 2 into the Caldwell Municipal Irrigation District.

Roll call vote: Those voting yes: Tilmant, Stadick, Register, Williams, Dittenber, and Allgood. Those voting no: none. Absent and/or not voting: none.

Motion Carried

Action Item: Consider Caldwell Financial Reports
The Finance Committee has reviewed current accounts payable in the amount of $4,588,568.83 for the period ending March 10, 2026 and net payroll of $861,997.78 for pay period ending February 21, 2026.

Moved by Allgood, Seconded by Tilmant that accounts payable in the amount of $4,588,568.83 represented by check numbers 191856 through 192094 and electronic payments and payroll for the amount of $861,997.78 represented by check numbers 40729 through 40744 and direct deposits be accepted, payments approved, and vouchers filed in the office of the City Clerk.

Roll call vote: Those voting yes: Tilmant, Stadick, Register, Williams, Dittenber, and Allgood. Those voting no: none. Absent and/or not voting: none.

Motion Carried

Council Comments:
Councilor Williams expressed him sympathy to the City of Middleton who recently lost their mayor and gave his thanks to Robb MacDonald who would be leaving the City in March.
Councilor Dittenber noted that he thought downtown Caldwell was thriving and he looked forward to future events,
Councilor Tilmant echoed Councilor Williams' comments.
Councilor Stadick asked that the Clerk confirm petition signers are residents of Caldwell.
Councilor Register thanked Robb MacDonald for his commitment to the City.

Mayor's Comments:
Mayor Phillips reported that Blaine was back open. Reminded Council that the Fire Department would be presenting at chamber lunch. Congratulated new officers that had been pinned and thanked Robb for his service.
Mayor Phillips then announced Justin Ruen as the City Hall employee of the month.

Executive Session:
It was moved by Dittenber and Seconded by Tilmant to enter into Executive Session pursuant to Idaho Code 74-206 (a), (c) and (d)

Roll call vote: Those voting yes: Tilmant, Stadick, Register, Williams, Allgood, and Dittenber. Those voting no: none. Absent and/or not voting: none.

Motion Carried

Council entered into Executive Session at 9:13pm and exited at 10:03pm.

Adjournment
The meeting adjourned at 10:03pm.

Approved as Written this 16th day of March, 2026.

_____
Mayor Phillips

_____
Councilor Tilmant

_____
Councilor Stadick

_____
Councilor Register

_____
Councilor Williams

_____
Councilor Allgood

_____
Councilor Dittenber

Attest:

_____
Kristina Buchan, City Clerk

Audit Committee Meeting
MINUTES
CITY OF CALDWELL
August 29, 2025
1:00 p.m.

(ROLL CALL)

The annual committee meeting convened at 1:00 p.m. at Steunenberg Conference Room at City Hall.

Those present included; Treasurer Rachelle Castleberry; Finance Director Raelynn North; Eide Bailly Auditors Bobby Lawrence; Hillcrest Bank Representative Kahlia Morin; and Council Members Chris Allgood and Chuck Stadick.

(CONSENT CALENDAR)

1) Approve minutes from March 27, 2025 for 2024 Post-Audit Meeting.

MOTION to Adopt by Kahlia Morin, SECONDED to approved by Chuck Stadick the Consent Calendar as amended to identify Kahlia Morin with Hillcrest bank.

MOTION CARRIED

(TOPICS DISCUSSED)

Rachelle presented an overview of 2025 Activities

- Identified that Water and Sewer Capital funds were closed, these were Fund 71 and Fund 73. Capital expenditures within these funds will now be held within the capital outlay accounts within fund 70 and fund 72. This presents no change to the financial statements as Water and Water Capital, and Sewer and Sewer Capital funds are already combined on the financial statements.
- Identified the addition of new revenue source for Traffic Impact Fees, fund 57. These fees were implemented Mid-Year around March time frame. This eliminates the need for the current Roadway Trust Liability fund which will be depleted over the next year or two.
- Discussed the internal controls put in place to ensure that Impact Fees are being reviewed and set up correctly. Discuss the new processes, that all fee increases done annually are reviewed by finance to ensure accuracy and compliance with resolutions approved by council. Discussed incorporating quarterly spot checks on certain fees still being calculated manually.
- Reviewed 2025 Capital projects including the 21st Ave Sewer Lift Station cost and project status, completion of the Pool Rehab and new Bathhouse, the Farmway Road Project, CNR Announcers box, Cemetery Pavilion and Niche Columbarium's, Well 17 and Well 22 Rehab and Construction, Septage Receiving Station Improvements, and New Airport Taxiway C.

- Discussed federally funded programs, identified approximately three million estimated to be received for 2025 fiscal year, with major programs to include Airport FAA projects and ARPA funded projects.

Bobby Lawrence presented the following:

- Discussed two new GASB standards, GASB 101 related to compensated absences and GASB 102 related to revenue risk. Both are required to be implemented in 2025. The City is not expected to have any changes related to GASB 102 but will likely have some prior period restatement due to GASB 101.
- Field work dates were discussed with the Health Trust Audit occurring on the week of Oct 4th, 2025, the Urban Renewal Audit occurring on the week of December 2, 2025, and the City Audit being completed on the week of January 6th and 13th, 2026.

Further Discussion on the following:

- Discussed upcoming City Policy Changes related to Investments and City Code.
- Discussed upcoming changes proposed to classify Fund Balance on the financial statements.
- Discussed City Owned buildings and some concerns of deferred maintenance costs. Looking for solutions to ensure sustainability with City Building and the programs they assist with, such as the Veterans Hall, Senior Center, and Library.

Meeting Adjourned 2:54pm

Memorandum

To:

City Council

Meeting Date:

March 16, 2026

Item Name:

Approve Resolution Accepting the Dedication of water main line facilities in the Clayton Homes Model Homes Center development.

Summary Statement:

In accordance with the requirement that water main line facilities in the right-of-way in the Clayton Homes Model Homes Center development, be public facilities, the developer has requested the dedication of these facilities to the City of Caldwell. Attached to this memorandum are the following documents.

1. Letter from Sundowner Inc., requesting the dedication of water main line facilities in the Clayton Homes Model Homes Center development.
2. Engineer's certificate from Civilsphere Engineering, PLLC affirming that the facilities were constructed according to approved plans.
3. Letter from the City of Caldwell to the State Division of Environmental Quality indicating City's approval of proposed improvement plans.

Also attached to this memorandum is a proposed resolution of City Council accepting the dedication of certain facilities to the City

Recommended Action:

It is the recommendation of the Engineering Department that the Council favorably consider this request for dedication of the facilities and approve the resolution as submitted.

Budget:

Cost Impact:
Funding Source:
Timeline:

Attachments:

1. Dedication M&R CMHC
2. 1. 2025-11-19 3504 Idea Way Dedication of Public Utilities Request - SD
3. 4. Clayton Homes Caldwell-Engineers Certicate 251205

MEMORANDUM

TO: Caldwell City Council

Meeting Date: March 16, 2026

AGENDA ITEM INFORMATION

SUBJECT:

Dedication of water main line facilities in the Clayton Homes Model Homes Center development.

Department Submittals	***X to mark***	***Initials***
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	NMPB
Mapping		
Parks and Recreation		
Airport		
Information Systems		
Golf Course		
OTHER:		

COST IMPACT:	$0.00
FUNDING SOURCE:	
TIMELINE:	

Finance Review ☐ ***Budgeted*** ☐ ***Not Budgeted*** ☐

SUMMARY STATEMENT:

In accordance with the requirement that water main line facilities in the right-of-way in the Clayton Homes Model Homes Center development, be public facilities, the developer has requested the dedication of these facilities to the City of Caldwell. Attached to this memorandum are the following documents.

A. Letter from Sundowner Inc., requesting the dedication of water main line facilities in the Clayton Homes Model Homes Center development.
B. Engineer's certificate from Civilsphere Engineering, PLLC affirming that the facilities were constructed according to approved plans.
C. Letter from the City of Caldwell to the State Division of Environmental Quality indicating City's approval of proposed improvement plans.

Also attached to this memorandum is a proposed resolution of City Council accepting the dedication of certain facilities to the City

RECOMMENDED ACTION:

It is the recommendation of the Engineering Department that the Council favorably consider this request for dedication of the facilities and approve the resolution as submitted.

RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF CALDWELL, IDAHO ACCEPTING DEDICATION OF WATER MAIN FACILITIES LOCATED IN THE RIGHT-OF-WAY IN THE CLAYTON HOMES MODEL HOME CENTER DEVELOPMENT, TO SAID CITY BY SUNDOWNER INC. IN ACCORDANCE WITH PROCEDURES ESTABLISHED IN CITY RESOLUTION NO. 4-94

Be It Resolved that the City of Caldwell, Idaho hereby accepts from Sundowner Inc., the dedication of water main line facilities, within the Clayton Homes Model Home Center Development, and which facilities include the following appurtenances exclusively of service lines:

DESCRIPTION

Clayton Homes Model Homes Center

1. 2 EA Single 1" Water Meters

Be It Also Resolved That the City of Caldwell's acceptance of said facilities is subject to cancellation if said improvements are found to be defective. Said improvements are considered to be defective if it is found that construction is not in accordance with Idaho Standards for Public Works Construction (2015) and City of Caldwell Supplemental Specifications. This cancellation will occur if said lines are determined defective within two years after the effective date of this resolution and Sundowner Inc. or their assigns do not correct the defective work.

The Clerk of the City of Caldwell is hereby directed to submit this resolution to the County recorder of Canyon County, Idaho for recordation, and that a copy of said recorded document be forwarded by the City Clerk to the Engineering Department of said City of Caldwell for preservation in an index of Dedications.

PASSED BY COUNCIL of the City of Caldwell, Idaho, this the 16th day of March, 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho, this the 16th day of March, 2026.

Approved By:

_____
Eric Phillips, Mayor

Attest:

_____
Kristina Buchan, City Clerk

Sundowner, Inc.
www.sundownerinc.com
1102 Arthur St. Caldwell, ID 83605
(208) 459-1585 Fax (208) 459-6471

DEDICATION REQUEST OF PUBLIC FACILITIES

November 19, 2025

I, Robert Pilote, as the owner of 3504 Idea Way, Caldwell Idaho, hereby request that the City of Caldwell accept dedication of public utilities constructed, consisting of two (2) water meters and water meter tubs located within the Right of Way, as part of this development.

Robert Pilote
President, Sundowner Inc.

JAROM WAGONER
Mayor

208.455.3011
(f) 208.455.3003

City Hall
205 South 6th Ave.
Caldwell, Idaho 83605

Post Office Box
P.O. Box 1179
Caldwell, Idaho 83606

For a list of the City Council members, visit:
Website
www.cityofcaldwell.org

CITY OF
Caldwell, Idaho

ENGINEER'S CERTIFICATION FORM
(City of Caldwell)

Clayton Homes Caldwell

Name of ~~Subdivision~~ Development

Clayton Homes

Developer

Claire Smarda

Engineer of Record

I hereby certify the following:

1. Trench backfill compaction testing was performed per ISPWC 2015.
2. Construction was performed substantially to the lines and grades shown in the approved plans or as approved by the City Engineer.
3. Based on tests performed, the asphalt pavement meets the standards of ISPWC 2015.
4. ~~Survey points indicated on the final plat are in place as of the date of this certification.~~ n/a
5. An electronic copy of the approved record drawings have been submitted to the city.

Any of the above items which cannot be fully certified are explained on a separate sheet of paper and attached hereto and stamped by the Engineer of Record.

Signature of Engineer / Representative

12/5/25
Date

Engineers Stamp

PROFESSIONAL ENGINEER
LICENSED
19791
12/5/25
STATE OF IDAHO
CLAIRE SMARDA

Memorandum

To:

City Council

Meeting Date:

March 16, 2026

Item Name:

Approve Resolution Accepting the Dedication of Water Main Lines in the Christian Brothers Automotive Development

Summary Statement:

In accordance with the requirement that water main lines in the right-of-way in the Christian Brothers Automotive Development, be public facilities, the developer has requested the dedication of these facilities to the City of Caldwell. Attached to this memorandum are the following documents.

1. Letter from CBH Properties Caldwell LLC, requesting the dedication of water main line facilities in the Christian Brothers Automotive development.
2. Engineer's certificate from Ackerman-Estvold affirming that the facilities were constructed according to approved plans.
3. Letter from the City of Caldwell to the State Division of Environmental Quality indicating City's approval of proposed improvement plans.

Also attached to this memorandum is a proposed resolution of City Council accepting the dedication of certain facilities to the City

Recommended Action:

It is the recommendation of the Engineering Department that the Council favorably consider this request for dedication of the facilities and approve the resolution as submitted.

Budget:

Cost Impact:
Funding Source:
Timeline:

Attachments:

1. 4. Engineers Cert
2. 3. QLPE Signed
3. 1. Dedication request Caldwell,ID - dedication -exe_001
4. Dedication M&R 2024 _ 2-year Warranty

CITY OF
Caldwell, Idaho

ERIC PHILLIPS
Mayor

208.455.3011
(f) 208.455.3003

City Hall
205 South 6th Ave.
Caldwell, Idaho 83605

Post Office Box
P.O. Box 1179
Caldwell, Idaho 83606

For a list of the City Council members, visit:
Website
www.cityofcaldwell.org

ENGINEER'S CERTIFICATION FORM
(City of Caldwell)

Christian Brothers Automotive - New Facility
Name of Subdivision

Christian Brothers Automotive
Developer

Ackerman-Estvold
Engineer of Record

I hereby certify the following:

1. Trench backfill compaction testing was performed per ISPWC 2015.
2. Construction was performed substantially to the lines and grades shown in the approved plans or as approved by the City Engineer.
3. Based on tests performed, the asphalt pavement meets the standards of ISPWC 2015.
4. Survey points indicated on the final plat are in place as of the date of this certification.
5. An electronic copy of the approved record drawings has been submitted to the city.

Any of the above items which cannot be fully certified are explained on a separate sheet of paper and attached hereto and stamped by the Engineer of Record.

Signature of Engineer / Representative

2/19/26
Date

Engineers Stamp

PROFESSIONAL ENGINEER LICENSED 2/19/26 16369 STATE OF IDAHO ANTONIO MARCEL CONTI

State of Idaho
Department of Environmental Quality
1410 North Hilton • Boise, Idaho 83706 • (208) 373-0502

QUALIFIED LICENSED PROFESSIONAL ENGINEER (QLPE) REVIEW AND APPROVAL CHECKLIST

About this form

- This checklist is optional to use and is guidance from DEQ to qualified licensed professional engineers (QLPE). This checklist describes the required elements of a QLPE project transmittal letter and is intended to assist DEQ in the tracking of drinking water and wastewater projects, as well as assist the QLPE in reviewing and approving certain types of Plans and Specifications.
- This checklist should be filled out by the qualified licensed professional engineer (QLPE) when the QLPE is reviewing and approving a project for construction under Idaho Code § 39-118(2)(d). If the project requires DEQ approval prior to construction, the QLPE shall direct the Design Engineer to submit the plans and specifications through the normal DEQ review process.
- This checklist may be used in place of a transmittal letter from the QLPE.
- This and other design checklists are available at any DEQ regional office or online at http://www.deq.state.id.us/water/assist_business/engineers/checklists.cfm.
- **The other checklists include additional information about submitting a package of plans and specifications for DEQ review.**

I. GENERAL PROJECT INFORMATION

1 Project Name: Christian Brothers Automotive

2 Approving Authority*: City of Caldwell

3 Qualified Licensed Professional Engineer:

Name: Hallie Hart

Employer: City of Caldwell

4 This approval is for:

☒ Public drinking water system simple water main extension

☒ Public sewer system simple wastewater main extension

5 Design Engineer

Name: Devin Klein

Employer: Case Engineering

6 Project Owner or Developer: (Please provide exact name of owner or authorized representative)

Name: Cynthia Murphy

Firm: Christian Brothers Automotive Corporation

Address: 17725 Katy Freeway, Suite 200

City: Houston State: TX ZIP: 77094

* Approving Authority refers to the City, County, Quasi-Municipal Corporation, or Regulated Public Utility that is approving the plans and specifications per Idaho Code 39-118(2)(d).

II. REQUIRED CERTIFICATIONS

Checklist Item	Yes
A) I am the QLPE representing the Approving Authority.	☒
B) This project consists of simple wastewater main extension(s), simple water main extension(s), or both. It complies with the current facility plan or preliminary engineering report. The water or wastewater system has adequate capacity for the project. (If required, please include declining balance spreadsheet to demonstrate capacity)	☒
C) The Approving Authority has committed to serve this project and has reserved capacity for it. (Attach separate will serve letter or other documentation if needed.)	☒
D) The Approving Authority will own and operate the project upon completion of construction. (Attach separate letter or other documentation if needed.)	☒
E) I have reviewed the plans and specifications and verified that they comply with the facility and design standards (IDAPA 58.01.08 and IDAPA 58.01.16) and engineering standards of care.	☒

III. PLAN & SPECIFICATION APPROVAL

Checklist Item	Yes
A) As the QLPE for the Approving Authority, I have approved the plans and specifications for construction. I am not the design engineer, nor was I otherwise involved in the design.	☒
B) The plans and specifications have been marked as "Approved for Construction", and a copy of the approved plans were transmitted to DEQ with this checklist.	☒
C) The plans are for simple wastewater main extension(s), simple water main extension(s), or both. No mechanical systems such as drinking water sources, treatment facilities, booster stations, storage facilities, or wastewater systems such as lift stations or treatment works are included with this project. **	☒
D) This extension project will connect to: 1) Existing drinking water and/or wastewater mains owned by the Approving Authority.	☒
OR	
2) A future main(s) not existing at the time of approval. The future main(s) will be owned by the Approving Authority. In such cases, sanitary restrictions will remain in force.	☐

** Portions of a project that require DEQ approval must be approved by DEQ prior to the QLPE approval of the drinking water or wastewater extensions. Alternatively, the drinking water and/or wastewater extensions may be submitted to DEQ for approval of the entire project.

IV. SANITARY RESTRICTIONS

If the project includes drinking water and wastewater main extensions that will be reviewed and approved separately, the two Approving Agencies must coordinate the review and approval as it pertains to the lifting of sanitary restrictions.

Recommendation	Yes
I have reviewed and approved all drinking water and wastewater improvements included in this project, and I recommend that the district health department release sanitary restrictions.	☒
OR	
I have reviewed and approved only the drinking water ☐ wastewater ☐ (check one) improvements included in this project, and I recommend that the district health department release sanitary restrictions once they receive the approval from the other Approving Authority.	☐
OR	
I recommend that the district health department leave sanitary restrictions in place.	☐

V. NOTE ON RULES AND STANDARDS

This checklist addresses the majority of common items from the Idaho Rules for Public Drinking Water Systems (IDAPA 58.01.08), the Wastewater Rules (IDAPA 58.01.16, for QLPE approval of projects. However, this checklist is not all-inclusive, and users are expected to fully understand the rules and standards, apply them where necessary, and request interpretations from DEQ if there are any questions. DEQ regional offices may have additional written information that will assist in the design/approval process.

VI. QLPE CERTIFICATION

All responses indicated on the checklist above are accurately reflected in the attached Plans and Specifications.



QLPE's, Signature, Date and Seal

Christian Brothers
AUTOMOTIVE

Dedication Request of Public Facilities

February 17, 2026

I, Dana R. Mason, as the Vice President of CBH Properties Caldwell, LLC, hereby request that the City of Caldwell accept dedication of all public utilities constructed as part of this development.

CBH Properties Caldwell, LLC

By: _____

Print Name: Dana R. Mason

Its: Vice President

MEMORANDUM

TO: Caldwell City Council

Meeting Date: March 16, 2026

AGENDA ITEM INFORMATION

SUBJECT:

Dedication of Water Main Lines in the Christian Brothers Automotive Development

Department Submittals	*X to mark*	*Initials*
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	NMPB
Mapping		
Parks and Recreation		
Airport		
Information Systems		
Golf Course		
OTHER:		

COST IMPACT:	$0.00
FUNDING SOURCE:	
TIMELINE:	

Finance Review ☐ ***Budgeted*** ☐ ***Not Budgeted*** ☐

SUMMARY STATEMENT:

In accordance with the requirement that water main lines in the right-of-way in the Christian Brothers Automotive Development, be public facilities, the developer has requested the dedication of these facilities to the City of Caldwell. Attached to this memorandum are the following documents.

A. Letter from CBH Properties Caldwell LLC, requesting the dedication of water main line facilities in the Christian Brothers Automotive development.
B. Engineer's certificate from Ackerman-Estvold affirming that the facilities were constructed according to approved plans.
C. Letter from the City of Caldwell to the State Division of Environmental Quality indicating City's approval of proposed improvement plans.

Also attached to this memorandum is a proposed resolution of City Council accepting the dedication of certain facilities to the City

RECOMMENDED ACTION:

It is the recommendation of the Engineering Department that the Council favorably consider this request for dedication of the facilities and approve the resolution as submitted.

RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF CALDWELL, IDAHO ACCEPTING DEDICATION OF WATER MAIN LINE FACILITIES LOCATED IN THE RIGHT-OF-WAY IN THE CHRISTIAN BROTHERS AUTOMOTIVE DEVELOPMENT, TO SAID CITY BY CBH PROPERTIES CALDWELL LLC, IN ACCORDANCE WITH PROCEDURES ESTABLISHED IN CITY RESOLUTION NO. 4-94

Be It Resolved that the City of Caldwell, Idaho hereby accepts from CBH Properties Caldwell, LLC, the dedication of water main lines, within the Christian Brothers Automotive Development, and which facilities include the following appurtenances exclusively of service lines:

DESCRIPTION

Christian Brothers Automotive

1. 1 EA Single 2" Water Meter
2. 1 EA Fire Hydrants

Be It Also Resolved That the City of Caldwell's acceptance of said facilities is subject to cancellation if said improvements are found to be defective. Said improvements are considered to be defective if it is found that construction is not in accordance with Idaho Standards for Public Works Construction (2015) and City of Caldwell Supplemental Specifications. This cancellation will occur if said lines are determined defective within two years after the effective date of this resolution and CBH Properties Caldwell, LLC, or their assigns do not correct the defective work.

The Clerk of the City of Caldwell is hereby directed to submit this resolution to the County recorder of Canyon County, Idaho for recordation, and that a copy of said recorded document be forwarded by the City Clerk to the Engineering Department of said City of Caldwell for preservation in an index of Dedications.

PASSED BY COUNCIL of the City of Caldwell, Idaho, this the 16th day of March, 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho, this the 16th day of March, 2026.

Approved By:

_____
Eric Phillips, Mayor

Attest:

_____
Kristina Buchan, City Clerk

Memorandum

To:

City Council

Meeting Date:

March 16, 2026

Item Name:

Approve Resolution Establishing the Supervisory Control and Data Acquisition (SCADA) Service Roster

Summary Statement:

The Supervisory Control and Data Acquisition Service Roster will provide city staff with pre-approved consultants, as needed, for SCADA work throughout the city water and wastewater systems. SCADA systems track all system operations and provide immediate call-outs and notifications when systems fail to operate within their designed parameters.

Recommended Action:

Recommend approval of the SCADA Service Roster as outlined.

Budget:

Cost Impact:
Funding Source:
Timeline:

Attachments:

1. CC - SCADA Service Roster_RES_3-4-26

RESOLUTION NO._____

THEREFORE BE IT HEREBY RESOLVED the Mayor and the Council of the City of Caldwell, Idaho, approve the creation of a Supervisory Controls and Data Acquisition (SCADA) Service Roster and hereby adds the highest ranked consultants, as listed below, to the City of Caldwell SCADA Service Roster.

- Keller Associates, Inc.
- Jacobs Engineering Group, Inc.
- Taurus Control Systems
- Advanced Control Systems

SCADA services will be provided on an as-needed basis under a task order process for a variety of projects in conjunction with the city's potable water distribution systems, wastewater collections and treatment plant systems, and irrigation systems.

PASSED BY COUNCIL of the City of Caldwell, Idaho, this 16th day of March, 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho, this 16th day of March, 2026.

Approved,

By _____

Eric Phillips

Mayor

ATTEST:

By _____

City Clerk

Memorandum

To:

City Council

Meeting Date:

March 16, 2026

Item Name:

Approve Resolution Accepting an easement for newly constructed sanitary sewer and domestic water, (at: 4905 Enterprise Way) by Open Door Rentals LLC.

Summary Statement:

Acceptance of an easement for newly constructed sanitary sewer and domestic water, (at: 4905 Enterprise Way) by Open Door Rentals LLC.

Open Door Rentals LLC has agreed to provide an easement for the utilities across a portion of their property to provide said services for Pennsylvania Park 4-Plexes, Located at __4905 Enterprise Way__ (PARCEL NUMBER R3529016300). This easement is necessary for the construction, operation and maintenance of said utilities.
The original easement is attached:

1. Utility Easement: Sanitary Sewer and Domestic Water Mainline

Recommended Action:

It is the recommendation of the Engineering Department that Council approves the easement as submitted.

Budget:

Cost Impact:
Funding Source:
Timeline:

Attachments:

1. doc12798520260305141924 notorized transmittal
2. revised Penn Park Utility Desc L&E

3. Easement M&R Sewer, water penn park 4plex

EASEMENT

THIS INDENTURE, Made this 5th day of March, 2026, between **Open Door Rentals LLC**, parties of the first part; and **CITY OF CALDWELL**, a municipal corporation, situated in the County of Canyon, State of Idaho, party of the second part; WITNESSETH:

That the parties of the first part, for ten dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, do by these presents grant forever unto the party of the second part, its successors and assigns, for the purpose of constructing, operating, and maintaining sanitary sewer and water main lines with the necessary appurtenances thereto, and for accessing Grantee's property, full and free right to enter upon the real property of the parties of the first part, said real property being described as follows:

See Exhibits "A", comprised of Two (2) pages and exhibit "B" comprised of Two (2) pages, attached hereto and made a part hereof

TOGETHER With the right of ingress and egress upon, over, under and across the property described in Exhibit "A," as well as upon, over, under, and across the adjacent lands belonging to the parties of the first part, its successors and assigns, for all purposes related to accessing, constructing, operating, and maintaining the facilities for which this easement has been granted and the necessary appurtenances thereto.

This easement is made subject to the following conditions:

1. The easement described above is hereby perpetually reserved for the utility purpose herein set forth, and no structures other than those for such utility purposes are to be erected within the limits of said easement.
2. The CITY OF CALDWELL shall have the right at any time to cut, trim, and clear all trees, brush, and other obstructions that may injure, endanger, or interfere with the construction, operation, or maintenance of said utility.
3. In exercising the rights granted herein, the CITY OF CALDWELL will not unreasonably interfere with the normal use of the premises and will, at its sole cost and expense and with due diligence, restore the premises to its original or better condition following any use of the easement either for construction, repair, maintenance, and/or replacement of said facilities and appurtenances thereto.

4. Upon recordation of a final plat over the subject property providing public right-of-way or utility easements to and over these facilities, the temporary utility easement described in the Exhibits hereto, if in, shall terminate automatically without the need for any further act by any party.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hands and seals the day and year first above written.

Owner Name

By: Corey Barton

Title: Member

STATE OF)
) ss.
County of Ada)

On this 5th day of March, in the year 2026, before me the undersigned, a Notary Public in and for said State personally appeared, Corey Barton, known or identified to me to be the Member of the company that executed the foregoing instrument, or the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

ADAIR KOLTES
Notary Public - State of Idaho
Commission Number 30052
My Commission Expires 06-05-2028

Notary Public
Residing at Nampa, ID
My Commission Expires 6-05-2028

Description for
Utility Easement
Pennsylvania Park 4-Plexes
March 1, 2026

A portion of the Northeast 1/4 of the Northeast 1/4 of Section 25, Township 4 North, Range 3 West, Boise Meridian, City of Caldwell, Canyon County, Idaho more particularly described as follows:

Commencing at the Northwest corner of Block 9, Pennsylvania Park Subdivision No. 2 as filed in Book 48 of Plats at Page 8, records of Canyon County, Idaho, from which the Northeast corner of said Block 9, bears North 89°23'44" East, 568.47 feet; thence on the west boundary line of said Block 9, South 00°39'01" West, 167.07 feet to the north right-of-way line of Enterprise Way; thence on said north right-of-way line, South 89°21'05" East, 168.29 feet to the **POINT OF BEGINNING.**

thence leaving said north right-of-way line, North 00°36'16" West, 62.96 feet;

thence North 45°36'16" West, 40.95 feet;

thence North 44°23'44" East, 17.00 feet;

thence South 45°36'16" East, 13.05 feet;

thence North 89°23'44" East, 58.21 feet;

thence North 00°36'16" West, 6.50 feet;

thence North 89°23'44" East, 20.00 feet;

thence South 00°36'16" East, 6.50 feet;

thence North 89°23'44" East, 160.00 feet;

thence North 00°36'16" West, 6.50 feet;

thence North 89°23'44" East, 20.00 feet;

thence South 00°36'16" East, 6.50 feet;

thence North 89°23'44" East, 92.53 feet;

thence South 00°38'55" West, 21.00 feet;

thence South 45°38'55" West, 28.99 feet;

thence South 00°38'55" West, 46.74 feet;

thence South 20°58'16" West, 41.64 feet to the north right-of-way line of Enterprise Way;



thence on said north right-of-way line the following two (2) courses and distances:

9.44 feet on the arc of a curve to the right having a radius of 270.00 feet, a central angle of 02°00'14", and a long chord which bears North 69°22'29" West, 9.44 feet;

21.57 feet on the arc of a curve to the left having a radius of 330.00 feet, a central angle of 03°44'40", and a long chord which bears North 70°14'42" West, 21.56 feet;

thence leaving said north right-of-way line, North 20°58'16" East, 19.32 feet;

thence North 00°38'55" East, 51.61 feet;

thence South 89°23'44" West, 19.02 feet;

thence North 00°36'16" West, 10.00 feet;

thence South 89°23'44" West, 123.99 feet;

thence South 00°36'16" East, 8.00 feet;

thence South 89°23'44" West, 20.00 feet;

thence North 00°36'16" West, 8.00 feet;

thence South 89°23'44" West, 83.46 feet;

thence South 44°23'44" West, 25.51 feet;

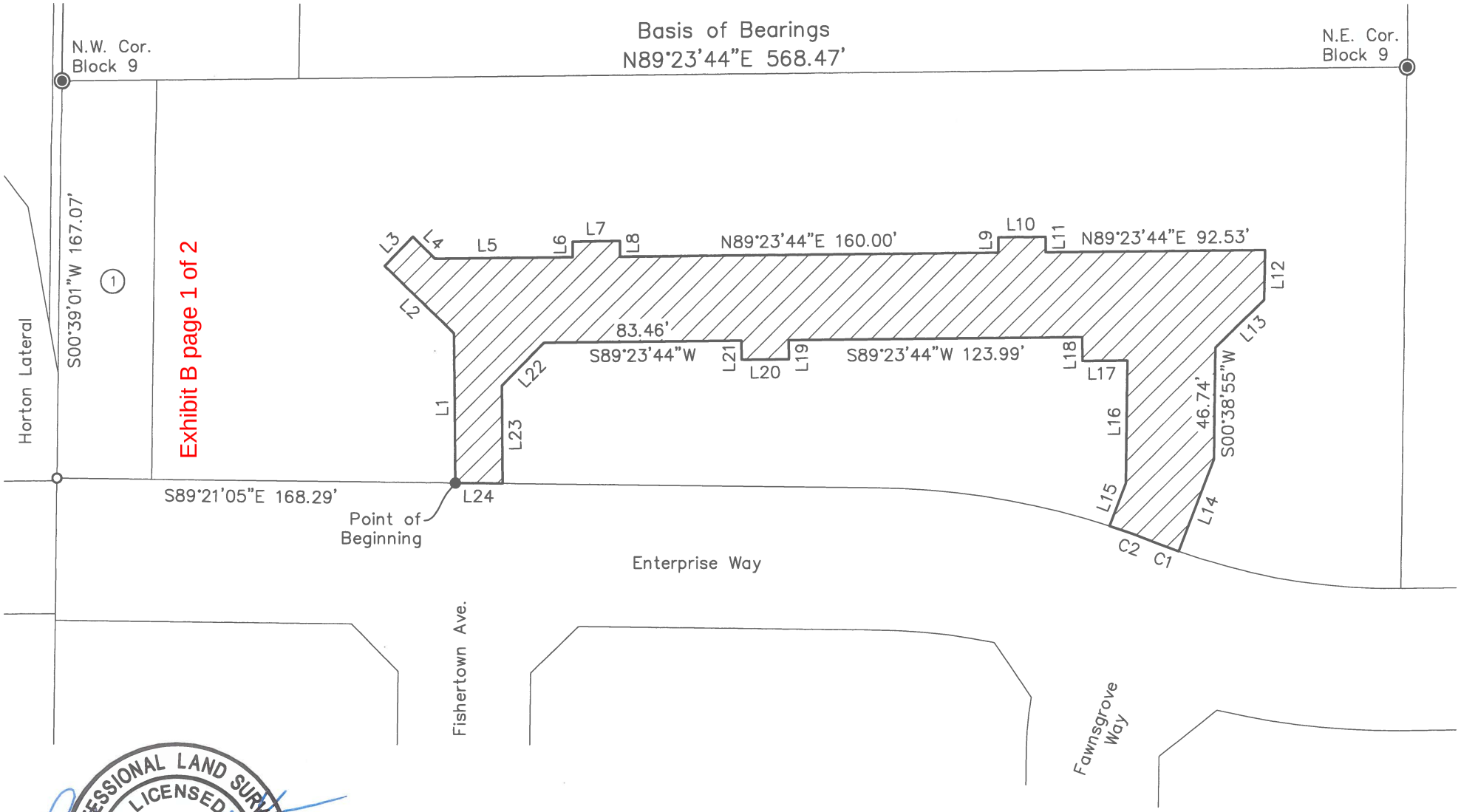
thence South 00°36'16" East, 41.10 feet to the north right-of-way line of Enterprise Way;

thence on said north right-of-way line, North 89°21'05" West, 20.00 feet to the **POINT OF BEGINNING**.

Containing 17,806 square feet or 0.409 acres, more or less.

End of Description.





PROFESSIONAL LAND SURVEYOR
LICENSED
11779
3/1/2026
STATE OF IDAHO
CODY M. McCAMMON

N

Scale: 1"=60'

0 10 30 60 120

P:\Pennsylvania Park 4-Plexes 25-050\dwg\Utility Ease Exh.dwg 3/1/2026 12:22:44 PM

IDAHO SURVEY GROUP, LLC
9939 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

Exhibit Drawing for
Utility Easement
Pennsylvania Park 4-Plexes

A portion of the NE 1/4 of the NE 1/4 of Section 25, T.4N., R.3W., B.M., City of Caldwell, Canyon County, Idaho.

Job No. 25-050
Sheet No. 1 of 2
Dwg. Date 3/1/2026

Exhibit B page 2 of 2

Curve Table					
Curve	Length	Radius	Delta	Chord Bearing	Chord Length
C1	9.44'	270.00'	2°00'14"	N69°22'29"W	9.44'
C2	21.57'	330.00'	3°44'40"	N70°14'42"W	21.56'

Line Table		
Line	Bearing	Length
L1	N00°36'16"W	62.96'
L2	N45°36'16"W	40.95'
L3	N44°23'44"E	17.00'
L4	S45°36'16"E	13.05'
L5	N89°23'44"E	58.21'
L6	N00°36'16"W	6.50'
L7	N89°23'44"E	20.00'
L8	S00°36'16"E	6.50'

Line Table		
Line	Bearing	Length
L9	N00°36'16"W	6.50'
L10	N89°23'44"E	20.00'
L11	S00°36'16"E	6.50'
L12	S00°38'55"W	21.00'
L13	S45°38'55"W	28.99'
L14	S20°58'16"W	41.64'
L15	N20°58'16"E	19.32'
L16	N00°38'55"E	51.61'

Line Table		
Line	Bearing	Length
L17	S89°23'44"W	19.02'
L18	N00°36'16"W	10.00'
L19	S00°36'16"E	8.00'
L20	S89°23'44"W	20.00'
L21	N00°36'16"W	8.00'
L22	S44°23'44"W	25.51'
L23	S00°36'16"E	41.10'
L24	N89°21'05"W	20.00'



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IDAHO SURVEY GROUP, LLC
9939 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

Exhibit Drawing for
Utility Easement
Pennsylvania Park 4-Plexes

A portion of the NE 1/4 of the NE 1/4 of Section 25, T.4N., R.3W., B.M., City of Caldwell, Canyon County, Idaho.

Job No. 25-050
Sheet No. 2 of 2
Dwg. Date 3/1/2026

MEMORANDUM

TO: Caldwell City Council
Meeting Date _March 16_, 2026

AGENDA ITEM INFORMATION				
SUBJECT: Utility easement for sanitary sewer and domestic water.		***Department Submittals***	***X to mark***	***Initials***
		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	JL
		Mapping		
COST IMPACT:	$0.00	Parks and Recreation		
FUNDING SOURCE:		Airport		
		Information Systems		
TIMELINE:		Golf Course		
		OTHER:		

Finance Review ☐ ***Budgeted*** ☐ ***Not Budgeted*** ☐

SUMMARY STATEMENT:

Acceptance of an easement for (newly constructed or existing) sanitary sewer and domestic water, (at: 4905 Enterprise Way) by Trilogy Development, INC.

Open Door Rentals LLC has agreed to provide an easement for the utilities across a portion of their property to provide said services for Pennsylvania Park 4-Plexes, Located at __4905 Enterprise Way__ (PARCEL NUMBER R3529016300). This easement is necessary for the construction, operation and maintenance of said utilities.

The original easement is attached:

1. Utility Easement: Sanitary Sewer and Domestic Water Mainline

RECOMMENDED ACTION:

It is the recommendation of the Engineering Department that Council approves the easement as submitted.

RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF CALDWELL, IDAHO ACCEPTING A UTILITY EASEMENT BETWEEN THE CITY OF CALDWELL AND OPEN DOOR RENTALS LLC FOR THE PURPOSE OF CONSTRUCTION, OPERATION AND MAINTAINENCE OF SANITARY SEWER AND DOMESTIC WATER MAIN LINES WHICH IS NECCESARY TO PROVIDE SAID SERVICES TO 4905 ENTERPRISE WAY (PARCEL NUMBER R3529016300).

Be it resolved that the City of Caldwell, Idaho hereby accepts and approves an "Easement" between the City of Caldwell and Open Door Rentals LLC. This easement provides a pathway across a portion of their property necessary to construct, operate, and maintain said sanitary sewer and domestic water main lines.

The City Clerk of the City of Caldwell is hereby directed to record the easement described above, and forward a copy to the Engineering Department of said City of Caldwell for preservation in an index of easements.

PASSED BY COUNCIL of the City of Caldwell, Idaho, this the 16th day of March 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho, this the 16th day of March 2026.

Approved By:	**Attest:**
_____	_____
Eric Phillips, Mayor	Kristina Buchan, City Clerk

Memorandum

To:

City Council

Meeting Date:

March 16, 2026

Item Name:

Approve Resolution Authorizing the Opengov Asset Management Implementation - Phase 2

Summary Statement:

Opengov is an Asset Management platform that will assist the Public Works department. The purpose of this program is to digitize all tracking of City infrastructure including (but not limited to) roads, traffic signals, signage, culverts, water distribution system components and mainlines, wells, booster stations, sewer collection system components and mainlines, treatment plant infrastructure, parks infrastructure, etc.

Tracking of these infrastructure components will include, date of installation, expected service life, value, depreciation, cost of replacement, maintenance needs, etc. to help department managers plan and budget for future needs, in an effort to become more proactive on system improvements and not reactive. This program also includes scheduling, assigning, reporting, tracking, and clear oversight of all task, providing organization and efficiency in each division of public works.

Recommended Action:

Recommend approval of this Phase 2 Scope of Work with Opengov and authorize the Public Works Director to execute the accompanying agreement as presented.

Budget: Budgeted

Cost Impact:	FY26- $27,194 (budgeted), FY27 - $58,573, FY28 - $31,020
Funding Source:	Allocation from multiple divisions in Public Works
Timeline:	Beginning FY26

Attachments:

1. Scope of Work_02_16_2026
2. Q-14998 - signed

Statement of Work

City of Caldwell, ID

Creation Date: 02/16/2026
SoW Expiration Date: 05/16/2026
Document Number: PS-10981.1
Created by: Brittany Worthy

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OpenGov Statement of Work

1. Project Scope and Understanding

This Statement of Work ("SOW") outlines the Professional Services OpenGov will provide to City of Caldwell, ID ("Customer") under the applicable Order Form. Professional Services or technical requirements not listed in this SOW are out of scope.

2. Exhibits

The following exhibits are incorporated by reference and are part of this SOW:

2.1. Exhibit 1: Implementation Activities

2.1.1. Enterprise Asset Management (EAM)

3. OpenGov Responsibilities

OpenGov will provide a framework for planning, communication, progress tracking, and coordination for activities in Exhibit 1. In collaboration with Customer, OpenGov will develop and maintain the Project Plan. The "Project Plan" is a detailed, living document that defines how the project will be executed, including tasks, timelines, milestones, and team assignments. OpenGov will monitor progress against the Project Plan, coordinate adjustments to tasks and schedules as needed, and conduct status meetings as agreed to by the parties. OpenGov will provide weekly status reports, a Project Charter, and a RAID register (Risks, Actions, Issues, and Decisions). The "Project Charter" is a high-level document outlining the project's purpose, goals, key stakeholders, success criteria, and major milestones.

4. Customer Responsibilities

The Customer will appoint a primary point of contact with authority to make binding decisions ("Customer's Project Manager"). This person will coordinate internal resources, assign subject matter experts ("SMEs"), and oversee implementation. Responsibilities include attending status meetings, making timely decisions, providing requested information, escalating issues internally, and collaborating on the Project Plan and Change Order process, if applicable.

Customer acknowledges that the success of this project is contingent on its full participation. Customer must provide data within ten (10) business days of a request, maintain consistent data formats and access throughout the project, and allocate the necessary Customer resources and time to support deliverables and meet agreed-upon timelines.

Any failure by Customer to meet its responsibilities under this SOW (each, a "Customer Delay") will automatically suspend the affected obligations of OpenGov for the duration of the Customer Delay and for a reasonable restart period thereafter. All affected milestones, delivery dates, and service-level commitments

will be extended on a day-for-day basis (or as otherwise reasonably necessary) to account for the Customer Delay, and may result in an adjustment of the fees if OpenGov incurs additional time, materials, or other costs as a result. Under no circumstances will any consequence of a Customer Delay constitute a breach by OpenGov of this SOW or of the Agreement, nor will OpenGov be liable for any failure to meet a performance obligation that is caused, in whole or in part, by a Customer Delay.

5. Project Delivery

OpenGov will perform services under this SOW remotely and provide up to one (1) onsite trips for project-related activities. Customer will provide a suitable workspace, including a conference room with attendee capacity, non-public Wi-Fi, and AV equipment. Travel expenses are estimated not to exceed $2,800. OpenGov may use a combination of OpenGov personnel and OpenGov-trained implementation partners to deliver the services described in this SOW.

6. Estimated Schedule

The estimated duration of this work is nine (9) months. The specific timeline, including order of delivery of the product(s), will be determined during the project planning activities in the Initiate Phase. Services are estimated to begin within two (2) weeks and no later than four (4) weeks from contract signature. OpenGov reserves the right to adjust the schedule based on the availability of Customer or OpenGov resources, and the timeliness of deliverables provided by the Customer.

7. Acceptance Procedure

OpenGov will submit completed deliverables to the Customer's Project Manager for review. Within five (5) business days of receipt, the Customer's Project Manager will either provide written acceptance or a list of requested revisions. In the event there are requested revisions, the subsequent review period for acceptance will follow the same timeline until final acceptance. If Customer does not respond within this period, the deliverable will be deemed accepted. Once a deliverable is accepted, any requested changes will require a paid Change Order.

Acceptance milestones and review timelines will be tracked in the Project Plan. Both parties acknowledge that delays in task completion or unresolved issues may impact the project timeline. If OpenGov determines in good faith that Customer is not fulfilling its responsibilities under this SOW, OpenGov may place services on hold following a minimum of five (5) business days' written notice. The notice will specify the actions needed to progress the project. During the hold period, OpenGov

may reallocate resources without penalty and will not be responsible for resulting delays.

8. Modifications

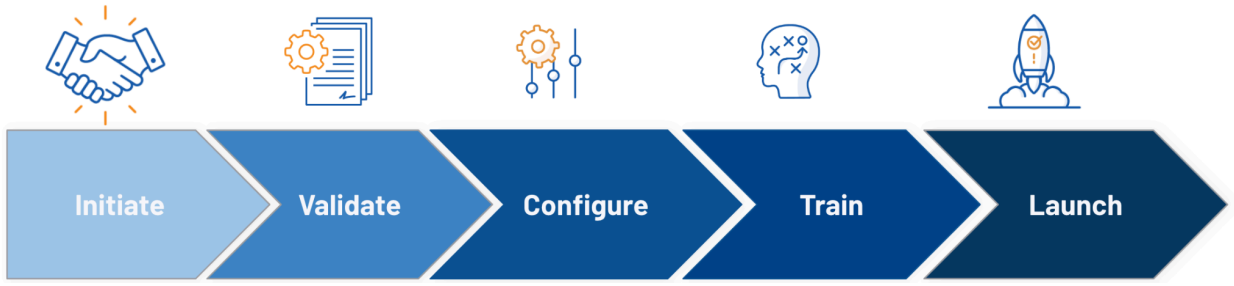
The fees and estimated timeline are based on the scope and assumptions in this SOW. If either party determines that a change to the scope is necessary, the parties will collaborate to define the required modification, which may result in fee adjustments based on OpenGov's standard rates. All modifications must be documented in a written Change Order and signed by both parties ("Change Order"). Examples of changes include revisions to the project timeline, deliverables, or resource allocation.

9. Communication and Escalation Procedure

OpenGov and Customer agree to maintain regular communication in alignment with the Project Plan to ensure progress, resolve questions promptly, and minimize risk. Both parties will raise any issues or concerns in a timely manner. If challenges are not resolved through standard project discussions, Customer and OpenGov Project Managers will escalate to their respective executive leadership teams to jointly determine a resolution and align on a path to successful implementation.

Exhibit 1: Implementation Activities

OpenGov Implementation Methodology Overview



Every OpenGov implementation follows a five-phase hybrid methodology designed to ensure a structured and collaborative deployment. The phases are:

1. Initiate – OpenGov provisions access and performs initial system setup.
2. Validate – OpenGov works with the Customer to confirm requirements and review initial configurations.
3. Configure – OpenGov completes system configuration as outlined in this SOW.
4. Train – OpenGov provides training to system administrators and/or end users, as applicable.
5. Launch – OpenGov provides post-go-live support and transitions the Customer to OpenGov's Customer Success Team.

Each implementation is structured around these phases. Deliverables, sign-offs, and completion criteria are aligned to the relevant phase.

Enterprise Asset Management

Use Cases Build for Enterprise Asset Management:

- Walkability
- Signals
- Parks and Rec

Initiate

OpenGov will:

- Setup a hosted sandbox and a hosted production OpenGov Asset Management environment, if one does not already exist

- Conduct one (1) remote session to review customer assets (see asset section below), source data, GIS capabilities, Esri authentication, and single sign on identity provider (if applicable).

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for performing quality control measures on its data in EAM.

Completion Criteria:

- The project kicked off with an initial project timeline delivered.

Validate

OpenGov will:

- Provide a remote, up to twelve (12) hours, validation workshop to increase our understanding of Customer business and functional goals. Through workshops and interviews, OpenGov will identify best fit scenarios for OpenGov Asset Management and provide a brief including any challenges as well as recommendations for OpenGov Asset Management best practices relevant to Customer implementation.
- Provide a template file to be utilized by Customer staff to populate resources, libraries, and users/roles data that OpenGov will import into OpenGov Enterprise Asset Management.
- Provide up to two (2) remote sessions for Customer technical GIS staff to configure Esri Feature Services for the bidirectional GIS integration and authentication.

Completion Criteria:

- Completion of validation workshop.

Configure

Configurations

OpenGov will:

- Provide configuration services, including:
    - Up to ten (10) custom fields and up to two (2) custom layouts per asset type listed in the Assets section below
    - Up to thirty (30) custom fields and up to ten (10) custom layouts to be utilized in any of the shared areas of the system, such as Tasks
    - Up to twenty (20) automations
    - Up to twenty (20) preventative maintenance plans

- Provide up to three (3) sessions of configuration review to ensure configurations resulting from the validation workshop effectively support all workflows and processes discussed, and to reinforce such configurations with customer stakeholders to adequately prepare to train-the-trainer training.

OpenGov Assumptions:

- Implementation of any custom modification developed by OpenGov; your internal staff; or any third-party is not included in the scope of this project unless specifically listed above.

Data Services

OpenGov will:

- Provide one sandbox and one production data load service through standard import/export functionality. OpenGov will provide template documents for data population. Once populated by Customer staff, OpenGov will load the data into Customer sandbox or production OpenGov Asset Management environment. Data loads may include data such as:
    - Parent level asset records
    - Asset location (spatial x/y) attributes
    - Parent level resource (Labor, Equipment Material, Vendor) records
    - Resource Rate (Labor, Equipment, Material) records
    - Standard system libraries

- Provide service for Customer historical data listed below:
    - Treeplotter data related to: assets, up to 250k records, and up to one (1) asset types.
    - For the custom data conversion service(s) listed above, OpenGov will provide:
        - A review of the historical data along with recommendations for OpenGov Asset Management best fit.
        - A field map workshop, which will identify where and how historical data will appear within OpenGov Asset Management
        - A test conversion service to facilitate data conversion validation and testing
        - One revision of the field map used for the test conversion service
        - A production conversion service utilizing the final, approved field map
    - All data must be accessible to OpenGov from a SQL DB, SQL View, Access DB or Comma Delimited Files.
    - Maximum historical record count:
        - Requests : 150,000
        - Tasks: 1,000,000
        - Overall Asset count: 2,000,000
    - Exclusions:
        - Child records and associated child-level attributes,work history, condition inspection history, request history, attachments, and resources.

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for performing quality control measures on its data in EAM.
- Data conversion services from other software system(s) or sources (including Navigator databases) are not included in the scope of this project unless specifically listed above.

Assets

OpenGov will:

- Provide installation and training on the following asset types:
    - Walkability (7)
        - ADA Ramp; Pavement Area: Sign; Tree; Light Fixture; Sidewalk; Support
    - Signals (8)
        - Preemption; Signal Cabinet; Signal Head; Traffic Camera; Signalized Intersection; Signal Controller; Signal Monitor; Traffic Detector
    - Parks and Recreation (10)
        - Athletic Space; Fence; Park; Park Structure; Playground Equipment; Bench; Landscape Area; Park Amenity; Playground; Tree

Completion Criteria:

- Customer sign-off on ability to login and access to the sandbox.

Train

Foundational Training

- Provide remote train-the-trainer training, up to two (2) hours, on overall system navigation and functionality to help familiarize Customer staff with the software environment and its common functions. Training topics include:
    - Dashboards
    - Standard KPI/ROI Gadgets
    - Logins/Permission
    - Layers
    - Filters
    - Maps
    - Grids
    - System Navigation
    - Views (List & Detail)
    - Standard Reports
    - Attachments
    - Requests, Work, Assets, Resources, Reports, and Administrator Tabs

OpenGov assumptions:

- OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations within the EAM and will update the configurations as part of its testing and training activities.

Train the Trainer Training Event

- Provide a three-day (3-day) onsite "train-the-trainer" training event. The training agenda will be defined and agreed upon by both OpenGov and Customer project manager. To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope. Topics may include any of the following:
    - Request Management:
        - Requests
        - Requesters
        - Task Creation from Requests
        - Issue library (including settings such as Applies to Asset and Non-Location)
        - OpenGov recommended best practices for Request and Requester Management
    - Work Management:
        - Create Task(s)(Asset/Non-Asset)
        - Assignments (Add, Edit, Remove)
        - Task Menu Actions
        - Related Work Items
        - Create Work Order
        - Associate Task to Work Order
        - Repeat Work Orders
        - Work Order Menu Actions
        - Enter Resources
        - Timesheets
        - Activity library (including settings such as Applies to Asset, Inspection, Key Dates, Cost, and Productivity)
        - OpenGov recommended best practices for Work Management
    - Asset Management:
        - Asset Details
        - Preventative Maintenance Plans
        - Inspections
        - Linked assets (if applicable)
        - Container/Component Relationships (if applicable)
        - OpenGov recommended best practices for Asset Management
    - Resource Management:
        - Resource Details
        - Labor/Equipment Rates
        - Material Management (Stock, Usage, Adjustments)
        - Vendor Price Quotes
        - OpenGov recommended best practices for Resource Management
    - OpenGov Mobile:
        - Overall system functionality (Navigation, Interface, Maps, Attachments, Sorting)
        - Work Management
            - Create and Update Tasks (Asset/Non-Asset)
            - Assign Tasks

            - Enter Resources
            - Inspections
        - Asset Management
            - Create and Update Assets
        - Request Management
            - View and Update Requests
            - View Requester information
            - Create Task from Request
        - OpenGov recommended best practices for mobile device use
    - Administrator:
        - Administrator:
            - User Administration, Role Administration, Asset Administration, Record Filter Administration, Import/Export, Scheduled Process Log, Error Log
        - Settings:
            - System Settings, Map Administration, Geocode Settings, GIS Integration settings, Asset Color Manager
        - Manager:
            - Layout Manager, Library Manager, Preventative Maintenance, Asset Condition Manager, Notification Manager, Structure Manager, Automation Manager

Core Training:

- Provide remote train-the-trainer training, up to two (2) sessions on OpenGov Asset Builder. Training topics include:
    - OpenGov Asset Management Administrator
        - Structure Manager
        - Library Manager
        - Layout Manager
        - User/Role Configurations
    - OpenGov recommended best practices for expanding the system's use and/or building assets
- Provide Preventative Maintenance Plans remote train-the-trainer training, up to two (2) sessions. Training topics include:
    - Preventative Maintenance
    - OpenGov recommended best practices for proactive asset management
- Provide Advanced Inspections, Asset Condition Manager, and Asset Risk remote train-the-trainer training, up to three (3) sessions. Training topics include:
    - Performance Management
        - Prediction Groups
        - Minimum Condition Groups
        - Activities and Impacts
        - Criticality Factor
        - Install/Replaced Dates

- Business Risk Exposure
  - Risk
  - Consequence of Failure
  - Probability of Failure
- OpenGov recommended best practices for Asset Risk Functionality , advanced inspections and condition management

Completion Criteria

- Core Training and train-the-trainer has been conducted.

Launch

OpenGov will:

- Provide remote, up to eight (8) hours, web conferences, of working sessions to answer any questions following solution acceptance.

Completion Criteria:

- Go Live Support has been conducted.

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OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number:	Q-14998	**Prepared By:**	Tim Schmidt
Created On:	03/05/2026	**Email:**	tschmidt@opengov.com
Order Form Expiration:	04/03/2026	**Contract Term:**	27 Months
Subscription Start Date:	07/01/2026		
Subscription End Date:	09/30/2028		

Customer Information:

Customer:	City of Caldwell, ID	**Contact Name:**	Robb MacDonald
Bill To/Ship To:	411 Blaine St Caldwell, Idaho 83605 United States	**Email:**	rmacdonald@cityofcaldwell.org
		Phone:	208-455-3006

Order Details:

Billing Frequency:	Prepaid
Payment Terms:	Net 30 Days

SOFTWARE SERVICES:

Product Name	Start Date	End Date	Annual Fee
Parks & Recreation Domain	07/01/2026	09/30/2026	$2,705.35
Signal Domain	07/01/2026	09/30/2026	$2,164.30
Walkability Domain	07/01/2026	09/30/2026	$2,164.30
Parks & Recreation Domain	10/01/2026	09/30/2027	$11,362.46
Signal Domain	10/01/2026	09/30/2027	$9,090.08
Walkability Domain	10/01/2026	09/30/2027	$9,090.08
Parks & Recreation Domain	10/01/2027	09/30/2028	$11,930.59
Signal Domain	10/01/2027	09/30/2028	$9,544.58

Walkability Domain	10/01/2027	09/30/2028	$9,544.58

PROFESSIONAL SERVICES:

Product Name	Start Date	Description	Fee
Professional Services Deployment - Fixed Fee	07/01/2026	Custom Deployment from OpenGov Professional Services team. Scope-dependent.	$20,160.00
Professional Services Deployment - Fixed Fee	10/01/2026	Custom Deployment from OpenGov Professional Services team. Scope-dependent.	$20,160.00
Professional Services Deployment - Fixed Fee	10/01/2026	Custom Deployment from OpenGov Professional Services team. Scope-dependent.	$8,870.40

Professional Services Total: $49,190.40

Customer Billing/Service Periods:

Period:	Total:
07/01/2026	$27,193.95
10/01/2026	$58,573.02
10/01/2027	$31,019.75

Order Form Legal Terms:

This Order Form incorporates the *OpenGov Software Services Agreement ("SSA")]* between Customer and OpenGov dated *May 16, 2023.*

The "Agreement" consists of the Order Form(s), SSA, and, if Professional Services are purchased, the Statement of Work.

Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

By signing this Order Form, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms.

City of Caldwell, ID:

Signature: _____

Name: _____

Title: _____

Date: _____

OpenGov, Inc.

Signature: Signed by: Sam Kramer 042E57B5396E4E8... _____

Name: Sam Kramer _____

Title: Sam Kramer, CFO _____

Date: 3/9/2026 _____

Memorandum

To:

City Council

Meeting Date:

March 16, 2026

Item Name:

Approve Resolutions authorizing a Professional Services Agreement between the City of Caldwell and Keizer Land Services, LLC for negotiation services for Property Use Agreements in the amount of $63,000.

Summary Statement:

The City is pursing to obligate funds for the 10th Avenue Intelligent Transportation System (ITS) and Overlay project from the I-84 10th Avenue interchange to Albany Street. The project requires Property Use Agreements (PUA's) from multiple parcels along the corridor to accommodate the proposed improvements.

Attached is a proposal from Keizer Land Services, LLC to provide right-of-way negotiation services necessary to obtain the required PUA's.

The attached resolution authorizes the Mayor to execute the Professional Services Agreement on behalf of the City.

Recommended Action:

The Engineering Department has reviewed the attached documents and recommends that the City Council accept this professional services agreement and approve the attached resolution.

Budget: Budgeted

Cost Impact:
Funding Source:
Timeline:

Attachments:

1. KLS Cost Proposa - City of Caldwell-13905-10th Ave Over ITS & Overlay
2. 10th Ave ITS_KLS_RES_03.16.2026

Keizer Land Services Cost Proposal

Re: City of Caldwell – 13905: 10th Ave Over ITS & Overlay

Scope of Work

Keizer Land Services, LLC (KLS) scope of work associated with public involvement, project management/coordination, and acquisition of right-of-way requirements for the City of Caldwell and the 10th Ave Over ITS & Overlay project are as follows:

The coordination/attendance of any public meetings, initial owner outreach prior to offer, attendance of project meetings as needed, initial meeting with property owner and additional on-site meetings as needed, the preparation, review, and delivery of all offers, negotiation, and the submission of the file for processing for eighteen (18) parcels are as follows:

Task	Units	Cost	Total
Acquisition	18	$3,500 each	$63,000
Total			$63,000

Project Personal, Delivery Milestones, and Terms of Payment

Acquisition - KLS will invoice on a per-parcel basis (100% per unit upon the submission of an agreement signed by the property owner or documented refusal of the property owner to agree to terms with concurrent agreement from the City of Caldwell to withdraw the offer) for acquisition services a total of $63,000 upon the scope of work being eighteen (18) parcels. (The total cost will be adjusted accordingly should the parcel count increase or decrease based upon the per unit cost.)

Todd Keizer is the lead agent assigned to negotiate these parcels and will be the sole point of contact for the City of Caldwell. Connor Keizer will serve as an acquisition agent with Brandy Schultz serving as project coordination and an acquisition agent.

All acquisition offers will be issued within business 3 days from the date KLS receives notice to proceed, plan sheets and the ownership record for each parcel, and an approved agreement template by the City of Caldwell for the acquisition package.

All incidental costs such as copies, office supplies, postage, travel time, mileage, hotel, meals, etc. are included in the per parcel acquisition cost.

Condemnation support and any relocation services are not included in this scope of work.

City of Caldwell

Keizer Land Services, LLC

Signature

Todd Keizer, Owner/Broker

Print Name

Title

RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the Mayor and the Council of the City of Caldwell, Idaho, that the Mayor of said City is hereby authorized to execute that certain agreement entitled Professional Servies Agreement; by and between the City of Caldwell and Keizer Land Services, LLC and which agreement is for providing professional land negotiation services for the 10th Avenue ITS and Overlay project; and which agreement is attached hereto and made part hereof as is set forth in full.

PASSED BY THE COUNCIL of the City of Caldwell, Idaho this 16th day of March 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho this 16th day of March 2026.

Approved By:

_____

Attest:

_____

MEMORANDUM

TO: Caldwell City Council
Meeting Date _March 16_, 2026

AGENDA ITEM INFORMATION				
SUBJECT: Utility easement for domestic water main line.		***Department Submittals***	***X to mark***	***Initials***
		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	NMPB
		Mapping		
COST IMPACT:	$0.00	Parks and Recreation		
FUNDING SOURCE:		Airport		
		Information Systems		
TIMELINE:		Golf Course		
		OTHER:		

Finance Review ☐ ***Budgeted*** ☐ ***Not Budgeted*** ☐

SUMMARY STATEMENT:

Acceptance of an easement for (newly constructed or existing) domestic water main line (at: 11096 Nunemacher Ln.) by CBH Properties Caldwell, LLC.

CBH Properties Caldwell, LLC has agreed to provide an easement for the utilities across a portion of their property to provide said services for Christian Brothers Automotive, Located at 11096 Nunemacher Ln. (R34313010C0). This easement is necessary for the construction, operation and maintenance of said utilities.

The original easement is attached:

1. Utility Easement: Domestic Water Mainline

RECOMMENDED ACTION:

It is the recommendation of the Engineering Department that Council approves the easement as submitted.

RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF CALDWELL, IDAHO ACCEPTING A UTILITY EASEMENT BETWEEN THE CITY OF CALDWELL AND CBH PROPERTIES CALDWELL, LLC FOR THE PURPOSE OF CONSTRUCTION, OPERATION AND MAINTAINENCE OF DOMESTIC WATER MAIN LINES WHICH IS NECCESARY TO PROVIDE SAID SERVICES TO 11096 NUNEMACHER LN. (R34313010C0**).**

Be it resolved that the City of Caldwell, Idaho hereby accepts and approves an "Easement" between the City of Caldwell and CBH Properties Caldwell, LLC. This easement provides a pathway across a portion of their property necessary to construct, operate, and maintain said domestic water main lines.

The City Clerk of the City of Caldwell is hereby directed to record the easement described above, and forward a copy to the Engineering Department of said City of Caldwell for preservation in an index of easements.

PASSED BY COUNCIL of the City of Caldwell, Idaho, this the 16th day of March, 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho, this the 16th day of March, 2026.

Approved By:

_____
Eric Phillips, Mayor

Attest:

_____
Kristina Buchan, City Clerk

EASEMENT

THIS INDENTURE, Made this 25th day of February, 2026, between **CBH Properties Caldwell, LLC**, parties of the first part; and **CITY OF CALDWELL**, a municipal corporation, situated in the County of Canyon, State of Idaho, party of the second part; WITNESSETH:

That the parties of the first part, for ten dollars ($10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, do by these presents grant forever unto the party of the second part, its successors and assigns, for the purpose of constructing, operating, and maintaining water main lines with the necessary appurtenances thereto, and for accessing Grantee's property, full and free right to enter upon the real property of the parties of the first part, said real property being described as follows:

See Exhibits "A", comprised of one (1) pages and exhibit "B" comprised of one (1) pages, attached hereto and made a part hereof

TOGETHER With the right of ingress and egress upon, over, under and across the property described in Exhibit "A," as well as upon, over, under, and across the adjacent lands belonging to the parties of the first part, its successors and assigns, for all purposes related to accessing, constructing, operating, and maintaining the facilities for which this easement has been granted and the necessary appurtenances thereto.

This easement is made subject to the following conditions:

1. The easement described above is hereby perpetually reserved for the utility purpose herein set forth, and no structures other than those for such utility purposes are to be erected within the limits of said easement.
2. The CITY OF CALDWELL shall have the right at any time to cut, trim, and clear all trees, brush, and other obstructions that may injure, endanger, or interfere with the construction, operation, or maintenance of said utility.
3. In exercising the rights granted herein, the CITY OF CALDWELL will not unreasonably interfere with the normal use of the premises and will, at its sole cost and expense and with due diligence, restore the premises to its original or better condition following any use of the easement either for construction, repair, maintenance, and/or replacement of said facilities and appurtenances thereto.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hands and seals the day and year first above written.

CBH Properties Caldwell, LLC
Owner Name

By: _____

Title: Vice President

STATE OF **TEXAS**)
) ss.
County of **HARRIS**)

On this 25th day of February, in the year 2026, before me the undersigned, a Notary Public in and for said State personally appeared Dana R. Mason personally known or identified to me to be the Vice President of the company that executed the foregoing instrument, or the person who executed the instrument on behalf of said company,and acknowledged to me that such company executed the same.

HERA A. CHARLES-BETHUNE
Notary Public, State of Texas
Comm. Expires 06-27-2026
Notary ID 130005796

_____
Notary Public

Residing at 17725 Katy Fwy. Ste 200
Houston, TX 77094

My Commission Expires 6/27/26

UTILITY EASEMENT

EXHIBIT A

PLOT LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE NE 1/4 OF THE NE 1/4 OF SECTION 30, T. 4N, R.2W, BOISE-MERIDIAN, CITY OF CALDWELL, CANYON COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL C AS SHOWN ON RECORD OF SURVEY INSTRUMENT NUMBER 2024-034453, CANYON COUNTY RECORDS; THENCE ON THE EAST LINE OF SAID PARCEL C N0°22'10"E A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH LINE OF THE UTILITY EASEMENT AS DESCRIBED IN INSTRUMENT NO. 2024-022346; THENCE ON LAST SAID EASEMENT LINE N89°50'21"W A DISTANCE OF 10.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ON LAST SAID LINE N89°50'21"W A DISTANCE OF 29.27 FEET; THENCE N00°10'15"E A DISTANCE OF 12.07 FEET; THENCE S89°38'24"E A DISTANCE OF 29.27 FEET; THENCE S00°10'15'W A DISTANCE OF 11.97 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED PARCEL CONTAINS 352 SQUARE FEET, MORE OR LESS.



UTILITY EASEMENT
EXHIBIT B

STATE HIGHWAY 20/26

20 10 0 20 40

Scale: 1" = 40'

Parcel Line Table		
Line #	Length	Bearing
L1	30.00'	N0° 22' 10"E
L2	10.03'	N89° 50' 21"W
L3	29.27'	N89° 50' 21"W
L4	12.07'	N0° 10' 15"E
L5	29.27'	S89° 38' 24"E
L6	11.97'	S0° 10' 15"W

R34313010C0
CBH PROPERTIES
CALDWELL LLC

PARCEL C
RECORD OF SURVEY
I.N. 2024-034453

PROFESSIONAL LAND SURVEYOR
REGISTERED
18350
11/28/25
STATE OF IDAHO
ANTONIO M CONTI

L5
L4
L6
L3
L2
L1

30.0' EASEMENT PER
I.N. 2024-022346

POINT OF BEGINNING

POINT OF COMMENCEMENT
SE CORNER PARCEL C

PROJECT NO. R23154	SCALE (H): 1" = 40' SCALE (V): N/A	ACKERMAN ESTVOLD	NO. REVISIONS / BY / DATE / APPR
DRAWING NAME UTILITY EASEMENT	DRAWN BY: AMC DESIGNED BY: AMC CHECKED BY: AMC	7655 W Riverside Dr • Garden City, ID 83714 208.853.6470 • www.ackerman-estvold.com Minot, ND | Fargo, ND | Williston, ND | Boise, ID	
1 OF 1	DATE: 09/18/25		

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS EXHIBITED HEREIN, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY ACKERMAN ESTVOLD SHALL BE WITHOUT LIABILITY TO ACKERMAN ESTVOLD.

Memorandum

To:

City Council

Meeting Date:

March 16, 2026

Item Name:

Approve Resolution Awarding the 2026 Chip Seal Aggregate Contract

Summary Statement:

The City received two bids to provide a minimum amount of 6400 tons of chip seal aggregate for our annual chip seal operations.

The low responsive bidder for this work is Suncore Construction and Materials, Inc., in the amount not to exceed $256,000. Sufficient funds exist in the chip seal budget to cover the costs.

This contract is in compliance with Idaho law pertaining to applicable bid requirements.

Recommended Action:

Award the 2026 Chip Seal Aggregate contract to Suncore Construction and Materials, Inc. in the amount not to exceed $256,000.

Budget: Budgeted

Cost Impact:
Funding Source:
Timeline:

Attachments:

1. CC - 2026 Chip Seal Aggregate Notice of Award Resolution _3-16-26

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF CALDWELL, IDAHO, AN IDAHO MUNICIPAL CORPORATION, ACCEPTING THE BID PROPOSAL FOR THE 2026 CHIP SEAL AGGREGATE PROJECT, AND AUTHORIZING THE NOTICE OF AWARD, AND AUTHORIZING THE MAYOR TO EXECUTE THE RESOLUTION.

WHEREAS, public bids were opened on March 10, 2026, for the 2026 Chip Seal Aggregate project, and the low responsive bidder is Suncore Construction and Materials, Inc.

NOW, THEREFORE BE IT HEREBY RESOLVED by the Mayor and Council of the City of Caldwell, Idaho, to accept the low qualifying bid proposal from Suncore Construction and Materials, Inc. in the amount not to exceed Two-Hundred Fifty-Six Thousand Dollars ($256,000.00), and hereby authorize the Deputy Public Works Director (Transportation) to issue a Notice of Award to Suncore Construction and Materials, Inc. and process all necessary contract documents for the 2026 Chip Seal Aggregate project.

PASSED BY THE COUNCIL of the City of Caldwell, Idaho this 16th day of March, 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho this 16th day of March, 2026.

Approved

_____
Eric Phillips, Mayor

ATTEST:

_____
City Clerk

Memorandum

To:

City Council

Meeting Date:

March 16, 2026

Item Name:

Approve Resolution authorizing a Professional Services Agreement between City of Caldwell and J.U.B. Engineering, Inc. for Design Services of the Elijah Culvert replacement at Lake Avenue in the amount of $112,700.00.

Summary Statement:

This project provides for improvements at the Elijah Drain crossing at Lake Avenue, including replacement of the existing culvert and design of new culvert/structure will extend to the existing right-of-way. This contract will include all survey, roight of way support, alternatives report, environmental design, bid/advertisement and construction support. Attached is the proposal from JUB Engineers, Inc. outlining the professional services necessary to support this work.

The attached resolution authorizes the Mayor to execute the necessary agreements to proceed with the design of these improvements on behalf of the City.

Recommended Action:

The Engineering Department has reviewed the attached documents and recommends that the City Council accept this professional services agreement and approve the attached resolution.

Budget: Budgeted

Cost Impact:
Funding Source:
Timeline:

Attachments:

1. Lake&Elijah Drain_JUB_RES_03.16.26
2. LakeAveElijahDrain_SOW_V4_27Feb2026
3. LakeAveElijahDrain_LaborEst_V4_27Feb2026
4. J-U-B-ExhibitA-ConstructionPhaseServices_LakeAveElijahDrain

5. LakeAveElijahDrain_J-U-B_ContractandSOW

RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the Mayor and the Council of the City of Caldwell, Idaho, that the Caldwell City Council hereby accepts and approves a Professional Services Agreement with J.U.B Engineers, Inc., in the amount of $112,700, which agreement is to provide professional design services for the Elijah culvert replacement at the Lake Avenue crossing. Said agreement is attached hereto and made a part hereof as is set forth in full.

PASSED BY THE COUNCIL of the City of Caldwell, Idaho this 16th day of March 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho this 16th day of March 2026.

Approved By:

Attest:

J·U·B ENGINEERS, INC.

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Lake Avenue Elijah Drain Culvert Replacement
CLIENT: City of Caldwell
J-U-B PROJECT NUMBER: RP-25-00326
CLIENT PROJECT NUMBER: Click or tap here to enter text.
ATTACHMENT TO:

☒ **AGREEMENT DATED:** Click or tap to enter a date.**; or**

☐ **AUTHORIZATION FOR CONTRACT AMENDMENT #X; DATED:** Click or tap to enter a date.

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

The City of Caldwell (CITY) is requesting the design of the replacement of the Elijah Drain crossing of Lake Avenue. Design of the new culvert/structure will extend to the existing Right-of-Way. A culvert alternatives report will be developed to determine the type and layout of the new crossing. This contract will include all survey, right of way support, alternatives report, environmental, design, bid/advertisement support, and construction support (Engineer of Record).

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 001: Project Management

The purpose of this task is to provide project management for J-U-B including contract management, the administration of the team, and subconsultant management and oversight. In addition to hours for the J-U-B Project Manager, these tasks/subtasks also include the time for J-U-B staff and subconsultants to attend and/or participate in a kickoff meeting, weekly internal team meetings, and monthly project team meetings. This scope of work is estimated to last 10 months from NTP.

Task #	Task Name and Description	Assumptions	Deliverables
1.1	Project Start Up and Planning Setting up the project in J-U-B's accounting and file systems, preparing subconsultant contracts, as necessary.	1. None	1. None
1.2	Kickoff Meeting	1. Kickoff meeting to be held at the City of Caldwell Public Works office and via MS Teams, if needed. 2. J-U-B PM, Project Engineer, and Bridge Lead will attend in person.	1. Agenda 2. Meeting minutes

		3. A 1.5-hour long In-person meeting is anticipated plus drive time.	
1.3	Monthly Project Team (Client) Meetings	1. The project will last for 10 months after the kickoff meeting, requiring up to 9 monthly meetings (not including Kickoff meeting). 2. The meetings will be for one hour each, held via MS Teams. 3. J-U-B PM, Project Engineer, and Bridge Lead will attend 9 of the meetings. 4. J-U-B Irrigation Lead and Environmental Lead will attend half (5) of the meetings.	1. Agenda 2. Meeting minutes
1.4	Monthly Internal Design Team Meetings	1. The project will last for 10 months after the kickoff meeting, requiring up to 10 monthly meetings 2. The meetings will be 30 minutes each, held via MS Teams. 3. J-U-B PM, Project Engineer, Roadway Designer, Irrigation Lead, Bridge Lead, Bridge Designer, and Survey Lead will attend all 10 meetings. 4. J-U-B's Environmental Lead and Cultural Lead will attend six (6) of the monthly meetings.	1. None
1.5	Administration of Team Includes time for J-U-B PM to coordinate and oversee the day-to-day activities of the project team and communicate with City of Caldwell as required to keep the project on task and on schedule.	1. None	1. None
1.6	Monthly Invoice	1. 10 invoices will be prepared.	1. Monthly invoice, progress report, and supporting data

B. Task 002: Survey

The purpose of this task is for the J-U-B surveyors to facilitate topographic survey within the project area, establish existing right-of-way limits, and develop a topo base map as described in the following tasks.

Task #	Task Name and Description	Assumptions	Deliverables
2.1	Check and Set J-U-B Project Survey Control	1. J-U-B will review existing survey control and set additional horizontal and vertical control as needed.	1. Project survey control point list will be included in plan set
2.2	Existing Right-of-way Research/Boundary Survey J-U-B Survey Lead will gather data for use in developing the existing right-of-way.	1. J-U-B will contact property owners for trespass permission as required. 2. J-U-B will obtain all existing records of survey, corner records, and property deeds required to complete this task. 3. J-U-B will request Title Reports from City of Caldwell. 4. Survey will include street control and right-of-way monumentation.	1. None
2.3	Topographic Survey J-U-B will survey project areas required for the design of the project.	1. Survey will include above ground features and located underground utilities. 2. Survey area will include the project limits along with 200' up and down stream of the existing structure for hydraulic purposes, existing utilities, and stormwater. 3. Survey will include drone imagery and processing. 4. J-U-B will contact Digline prior to survey to have utilities marked, survey will include marked utilities and visible above ground utilities.	1. None
2.4	Create and QC Base Maps J-U-B staff will create the base maps from the survey data and QC the topo base map in the field prior to use for detailed design work.	1. Create complete base map including topography, utilities, recovered centerline monuments, recovered right-of-way monuments. 2. Right-of-way limits will be displayed graphically in base map. 3. J-U-B Roadway Designer and Irrigation Lead will walk the project site with the completed base map to verify accuracy and completeness. 4. Includes travel time for Roadway Designer and Irrigation Lead from Meridian. The site walkthrough is estimated to take 2-hours.	1. Topo base map 2. Terrain model base map 3. Right-of-way base map

C. Task 003: 30% Design and Culvert/Bridge Alternatives Report

The purpose of this task is to complete a Alternatives Report that documents design options and why/how final design options were evaluated and chosen. This will document the design process,

what options were considered, and the reasoning behind the recommended design decisions. Similar to a matrix of different options; pros and cons that document how the specific decisions and final alternatives were made. A draft of the Alternatives Report will be submitted to the City for review before finalizing.

Task #	Task Name and Description	Assumptions	Deliverables
3.1	Alternative Analysis J-U-B will develop culvert alternatives including life cycle costs.	1. Three (3) culvert alternatives will be evaluated. 2. Cost Estimates will be based on 2026 dollars. 3. Hydraulic modeling will be completed and incorporated into the Alternative Analysis and Report utilizing HY-8 modeling. No separate hydraulic report is required or included in this contract.	1. None
3.2	Draft Alternatives Report J-U-B will develop a concise report/memorandum summarizing the results of Task 3.1	1. Each alternative will include a single, 11x17 plan sheet detailing the proposed alternative. 2. Detailed culvert/bridge drawings will not be included.	1. One PDF of the Alternatives Report
3.3	Final Alternatives Report	1. Each alternative will include a single, 11x17 plan sheet detailing the proposed alternative. 2. Detailed culvert/bridge drawings will not be included.	1. One PDF of the Alternatives Report
3.4	30% Design Review Meeting J-U-B will plan, coordinate, and hold a 30% design review meeting.	1. The design review meeting (1 hour) will be held in person. 2. J-U-B will receive and address review comments via Bluebeam (comment resolution will be in Bluebeam). 3. Attendees will include J-U-B PM, Project Engineer, Environmental Lead, and Bridge Lead 4. Changes to the design resulting from final design review will be made during 95% Construction Ready. 5. 95% Design will commence directly after the 30% design review meeting is conducted.	6. Bluebeam comment resolution form

D. Task 004: Agency Permitting

This task is to prepare applications for the United States Army Corps of Engineers (USACE) 404 Permit and the Bureau of Reclamation (BOR) Standard Form 299 – Application for Transportation, Utility Systems, Telecommunications and Facilities on Federal Lands and Property. J-U-B will provide the Biological Survey and an Archaeological and Historical Survey Report (AHSR) required for the 404 Permit, which is included in this SOW.

Task #	Task Name and Description	Assumptions	Deliverables
5.1	US Army Corp of Engineers 404 Joint Application for Permit J-U-B will prepare and submit the joint application for permit. J-U-B will conduct an Aquatic Resources Delineation and site Survey and Prepare an Aquatic Resources Delineation Report as part of the 404 permit application. J-U-B will conduct agency coordination and prepare a Class I Inventory as part of Section 106 consultation.	1. Permit applications will be submitted to the USACE by the City of Caldwell. 2. Revisions to permit applications requiring more than four hours of effort per application will require a supplemental agreement. 3. It is assumed that a biological report will not be required by USACE and is not included in the scope. 4. J-U-B will create a project in ICRIS and upload all pertinent documents to ICRIS upon approval from the lead federal agency and City. 5. This area is highly disturbed, and it is assumed that an archaeological survey is not required. 6. J-U-B will submit the AHSR/Class I Inventory for review by the lead federal agency and the City. 7. Submission of the joint application does not guarantee approval of work.	1. Draft and Final Joint Application for Permit 2. 2. Draft and final Aquatic Resources Delineation Report 3. Draft and Final AHSR for review.
5.2	Bureau of Reclamation (BOR) Application J-U-B prepare and submit a Standard Form 299 to the Bureau of Reclamation.	1. Permit applications will be submitted to BOR by the City of Caldwell.	1. Draft and Final BOR Form 299.
5.3	Pioneer Irrigation District J-U-B will coordinate and prepare all necessary documentation for District review.	1.	1. None

E. Task 005: 95% Design

The purpose of this task is to develop a complete 95% Design package for review and hold a formal 95% design review meeting.

Task #	Task Name and Description	Assumptions	Deliverables
7.1	Final Layout and Model The J-U-B design team will develop a final layout of the project and a 3D CAD model of the proposed improvement. The layout and model will be updated to reflect changes resulting from the 30% design review.	1. None	1. None (plans included in final plans package)

<table>
<tr><th>Task #</th><th>Task Name and Description</th><th>Assumptions</th><th>Deliverables</th></tr>
<tr><td>7.2</td><td><u>Prepare 95% Design Plans</u>

The J-U-B design team will create final plan sheets using the 50% design plan sheets as the basis. Revisions to the sheets will be made based on preliminary design review and to add the necessary detail to the 95% final plans level.</td><td>1. The following table includes the estimated number of plan sheets for the 95% design package:

<table><tr><th>Sheet Name</th><th>Number of Sheets</th></tr><tr><td>Title Sheet</td><td>1</td></tr><tr><td>Legend/General Notes</td><td>3</td></tr><tr><td>Survey Control/Monument Perpetuation (1”=40’)</td><td>1</td></tr><tr><td>Typical Sections</td><td>1</td></tr><tr><td>Plan and Profile (1”=40’)</td><td>1</td></tr><tr><td>Culvert/Bridge Plan & Profile</td><td>1</td></tr><tr><td>Culvert/Bridge Details</td><td>7</td></tr><tr><td>Construction Staging (1”=100’)</td><td>3</td></tr><tr><td>Detour Sheet</td><td>1</td></tr><tr><td>Utility Plans (1”=40)</td><td>1</td></tr><tr><td>Total</td><td>20</td></tr></table></td><td>1. None (Included in Final Design plans package)</td></tr>
<tr><td>7.3</td><td><u>Prepare Cost Estimate</u>

J-U-B design team will calculate quantities and prepare a cost estimate.</td><td>1. None</td><td>1. 95% cost estimate</td></tr>
<tr><td>7.4</td><td><u>Prepare Special Provisions</u>

J-U-B will draft special provisions for submittal with the 95% design package.</td><td>1. None</td><td>1. Special Provisions</td></tr>
<tr><td>7.5</td><td><u>QC Review</u>

J-U-B QC leads will provide an internal QC of the final design package.</td><td>1. None</td><td>1. None</td></tr>
<tr><td>7.6</td><td><u>95% Design Assembly and Submittal</u>

J-U-B team will address internal QC comments and prepare final plans submittal package.</td><td>1. Final design package will include plan sheets, cost estimate, special provisions, and working day estimate.</td><td>1. Final design package</td></tr>
<tr><td>7.7</td><td><u>95% Design Review Meeting</u>

J-U-B will plan, coordinate, and hold a final design review meeting.</td><td>5. The design review meeting (1 hour) will be held in person.
6. J-U-B will receive and address review comments via Bluebeam (comment resolution will be in Bluebeam).
7. Attendees will include J-U-B PM, Project Engineer, Environmental Lead, and Bridge Lead</td><td>1. Bluebeam comment resolution form</td></tr>
</table>

Task #	Task Name and Description	Assumptions	Deliverables
		8. Changes to the design resulting from final design review will be made during 100% Construction Ready. 9. 100% Construction Ready Design will commence directly after the completion of agency permitting and 95% design review meeting is conducted.	

F. Task 006: Right-of-Way Support

The purpose of this task is for the J-U-B team to develop right-of-way sketches and legal descriptions for right-of-way acquisition, provide survey support for right-of-way acquisition, and record of survey as described in the following tasks. Formal right-of-way plans will not be developed, and right of way requirements will be shown on the plan and profiles sheets within the construction plans.

Task #	Task Name and Description	Assumptions	Deliverables
8.1	Parcel Legal Descriptions J-U-B will prepare and stamp legal descriptions for right-of-way requirements and permanent easements.	1. It is anticipated that there will be two (2) parcels with right-of-way requirements 2. J-U-B will address review comments from City of Caldwell for two review cycles (draft and final) and issue approved ROW documents. 3. Temporary Easements, if needed, will be shown on the plans and no legals will be developed for temporary easements.	4. Draft and final legal descriptions
8.2	Stake Right-of-Way for Acquisition J-U-B will stake the proposed right-of-way for use in property owner conversations and for appraisal purposes.	1. J-U-B will stake the right-of-way once, after legal descriptions are approved.	2. One set of right-of-way stakes
8.3	Record of Survey J-U-B will complete and submit a record of survey.	1. J-U-B will place permanent monuments at the new right-of-way limits. 2. A record of survey will be submitted to the County upon completion of the monumentation.	2. Record of survey

G. Task 007: 100% Construction Ready Design

The purpose of this task is to produce and complete a draft and final 100% Construction Ready Design package for the project.

Task #	Task Name and Description	Assumptions	Deliverables
9.1	Revise 95% Design J-U-B will revise the final design to address the comments received at the final design review meeting.	1. This task includes updating the plans, specifications, and estimate after 95% design review is held.	1. None (Included in Draft and Final PS&E packages)
9.2	Draft 100% Package J-U-B will prepare, assemble, and QC a draft PS&E package for City of Caldwell review.	1. None	1. Draft 100% package
9.3	Final 100% Construction Ready Package J-U-B will prepare, assemble, and QC a final PS&E package, addressing City of Caldwell comments, for City approval.	1. None	1. Final 100% package

H. Task 008 – Bid and Advertisement Support

The task is to provide bid and advertisement support to the City.

Task #	Task Name and Description	Assumptions	Deliverables
10.1	Bid and Advertisement Support J-U-B will answer/respond to questions during bidding and develop addendum, as necessary. J-U-B will attend the bid opening, prepare a bid tabulation and assist the City in evaluating bids.	1. The City of Caldwell will host the advertisement and will publicly open the bids. 2. The task assumes no more than two (2) addenda will be required. 3. A pre-bid meeting will not be held.	1. TBD

I. Task 009 – Construction Support (Engineer of Record)

This task provides for engineering services during construction to utility the services of a Design Engineer of Record.

Task #	Task Name and Description	Assumptions	Deliverables
11.1	Engineer of Record J-U-B will provide Construction phase support as outlined in Standard Exhibit A – Construction Phase Support.	1. See Standard Exhibit A – Construction Phase Support.	1. See Standard Exhibit A.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

A. CLIENT-Provided Work - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:

1. Provide on-going review of J-U-B's work and timely consideration of policy issues within a time acceptable to the CITY and J-U-B.
2. Provide a project manager to serve as a liaison with other City departments and public agencies to facilitate project reviews and the approval process.

3. Provide land appraisals or other property value determinations necessary for the required right-of-way of the adjacent properties and easements necessary for the project.
4. Negotiate and secure easements and lands necessary to construct the improvements.
5. Provide public outreach as deemed appropriate by the CITY.
6. Record drawings of any City utilities in the project area and GIS compatible data as appropriate.
7. Assist in the acquisition of and pay for permits, easements, agency approvals, and agreements required for the project in subsequent tasks.
8. Provide the CITY's standard front-end documents, insurance provisions, and supplemental specification to the current ISPWC General Conditions. These will be modified by J-U-B for this specific project.

B. Additional Services - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:

1. If determined by the Alternatives Report, that a precast box culvert or other bridge structure is the preferred Alternative, a geotechnical subconsultant will be asked to provide a scope and labor estimate for field exploration and geotechnical memorandum. If that occurs, J-U-B reserves the right to include additional hours for coordination under a separate additional service agreement and Task 004.
2. Construction Phase Services (Construction Engineering and Inspection).

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:

1. For Lump Sum fees:
   a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
2. For Time and Materials fees:
   a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
   b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
3. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

B. Period of Services

1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
2. If the period of service for the Tasks identified above is extended beyond 12 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.

C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.

D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule**
001	Project Management	Time and Materials (Estimated Amount Shown)	$20,700	Concurrent with work progress
002	Survey	Time and Materials (Estimated Amount Shown)	$11,700	Completed within 45 calendar days of NTP.
003	Culvert/Bridge Alternatives Report	Time and Materials (Estimated Amount Shown)	$11,600	Completed within 75 calendar days, subsequent to Task 002
004	Agency Permitting	Time and Materials (Estimated Amount Shown)	$16,900	Concurrent with work progress.
005	95% Design	Time and Materials (Estimated Amount Shown)	$23,400	Completed within 120 calendar days, subsequent to Task 006
006	Right-of-Way Support	Time and Materials (Estimated Amount Shown)	$7,600	Concurrent with Task 005
007	100% Construction Ready Design	Time and Materials (Estimated Amount Shown)	$7,400	Completed within 60 calendar days, subsequent to Tasks 004 - 006
008	Bid and Advertisement Support	Time and Materials (Estimated Amount Shown)	$3,500	At direction of the City.
009	Construction Support (Engineer of Record)	Time and Materials (Estimated Amount Shown)	$10,000	At the direction of the City.
		Total:	**$112,700**	

** Does not include time for review and approval of the CITY, easement acquisition, and agency approvals. Does not include delays that may be incurred by gathering necessary information from the CITY.

PART 5 - CERTIFICATIONS AND DELIVERABLES

A. *Certification Concerning Boycott's: Pursuant to Idaho Code section 67-2346, J-U-B certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control. Furthermore, J-U-B certifies that it will not, for the duration of this Agreement, engage in a boycott of goods and services from companies that engage in or support the following industries: fossil-fuel based energy, timber, minerals, hydroelectric power, nuclear energy, agriculture, or firearms.*

B. *Certification Concerning Abortion Providers: Pursuant to Idaho Code 18-87, J-U-B certifies that it is not currently an abortion provider and will not become one during the term of this Agreement.*

C. *Certification Concerning Government Ownership or Operation. Pursuant to Idaho Code section 67-2359, J-U-B certifies that is not owned or operated by the government of China and will not for the duration of this contract.*

D. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com.

E. The Client understands and agrees that Artificial Intelligence (AI) may be used as a tool on the Project, including but not limited to meeting notes, document editing/formatting, or other document

management (along with AI features that are integral to design and other software). Results of AI and software applications will be reviewed and, if necessary, modified by J-U-B prior to submittal as a Deliverable.

Exhibit(s):

- Exhibit 1-X: [Standard Rate Table}
- Exhibit 1-X: Work Breakdown Structure
- Standard Exhibit A: Construction Phase Services

For internal J-U-B use only:

PROJECT LOCATION (STATE): Idaho

TYPE OF WORK: City

R&D: Yes

DISCIPLINE: Transportation

PROJECT DESCRIPTION(S)**:**

1. Bridge (B02)
2. Traffic/Transportation (T03)

EXHIBIT 1-X: WORK BREAKDOWN STRUCTURE

BASIS OF FEE ESTIMATE

J-U-B ENGINEERS, INC. | THE LANGDON GROUP | GATEWAY MAPPING INC. — J-U-B FAMILY OF COMPANIES

Project Title, Client: Lake Avenue Elijah Drain Replacement and Roadway Expansion, City of Caldwell
Project Number: RP-25-00326
Prepared By: MCS

Task Number	Subtask Number	Task/Subtask Name / Activity Description	Sipple, Matthew Program Manager	Felton, Cooper Project Engineer II	Ayala, Jayr Project Designer - Lead	Pettigrew, Christopher Project Engineer - Discipline Lead	McKown, Tobie (Chris) Project Engineer - Lead	Ramirez, Kevin Project Designer - Lead	Ruby, Roland PLS - Discipline Lead	Erickson, Joshua Survey Technician - Senior	Prescott, Braden Survey Technician	Little, Nathan Survey Technician	Schade, Tyler Environmental Specialist - Senior	Ribordy, Addison Assistant Designer	Vandagriff, Jamie Environmental Specialist - Senior	Meaux, Kerrigan GIS Technician	Lutz, Tanya Project Accountant Senior	J-U-B Expenses	Subconsultant Expenses	Total Compensation
000		**Labor**	**61**	**94**	**73**	**19**	**36**	**113**	**25**	**48**	**24**	**16**	**26**	**14**	**29**	**8**	**12**	**$1,200**	**$0**	**$112,700**
000	**001**	**Project Management**	**32**	**16**	**5**	**0**	**12**	**5**	**5**	**0**	**0**	**0**	**8**	**0**	**3**	**0**	**12**	**$0**	**$0**	**$20,700**
		Project Start Up and Planning	2														2	$0	$0	$800
		Kick off Meeting	2	2			2											$0	$0	$1,300
		Monthly Project Team (Client) Meetings	9	9			5						5					$0	$0	$6,300
		Monthly Internal Design Team Meetings	5	5	5		5	5	5				3		3			$0	$0	$7,500
		Administration of Team	8															$0	$0	$2,000
		Monthly Invoice	6														10	$0	$0	$2,800
000	**002**	**Survey**	**2**	**1**	**2**	**0**	**0**	**0**	**12**	**26**	**12**	**12**	**0**	**0**	**0**	**0**	**0**	**$1,200**	**$0**	**$11,700**
		Check & Set J-U-B Project Survey Control							2	8	4	4						$200	$0	$2,800
		Existing Right-of-way Research/Boundary Survey	2						8	4								$0	$0	$3,100
		Topographic Survey								6	8	8						$900	$0	$3,500
		Create and QC Base Maps		1	2				2	8								$0	$0	$2,300
000	**003**	**Culvert/Bridge Alternatives Report**	**3**	**16**	**16**	**3**	**3**	**16**	**0**	**0**	**0**	**0**	**2**	**0**	**2**	**0**	**0**	**$0**	**$0**	**$11,600**
		Alternatives Analysis		4	16			16					2		2			$0	$0	$7,000
		Draft Alternatives Report	2	8		2	2											$0	$0	$3,100
		Final Alternatives Report	1	4		1	1											$0	$0	$1,500
000	**004**	**Agency Permitting**	**4**	**6**	**8**	**10**	**0**	**0**	**0**	**0**	**0**	**0**	**14**	**14**	**24**	**8**	**0**	**$0**	**$0**	**$16,900**
		US Army Corp of Engineers 404 Joint Application for Permit		2	8								14	14	24	8		$0	$0	$12,500
		Bureau of Reclamation (BOR) Permit				8												$0	$0	$2,100
		Pioneer Irrigation District	4	4		2												$0	$0	$2,300
000	**005**	**95% Design**	**4**	**24**	**22**	**2**	**8**	**68**	**0**	**0**	**0**	**0**	**2**	**0**	**0**	**0**	**0**	**$0**	**$0**	**$23,400**
		Final Layout and Model		2	8			24										$0	$0	$5,700
		Prepare 95% Design Plans		4	12			40										$0	$0	$9,400
		Prepare Cost Estimate		2	2			4										$0	$0	$1,400
		Prepare Special Provisions		12			4											$0	$0	$3,300
		QC Review	1			2	2											$0	$0	$1,200
		95% Design Plans Assembly and Submittal	1	2														$0	$0	$700
		95% Design Review Meeting	2	2			2						2					$0	$0	$1,800
000	**006**	**Right-of-way Support**	**0**	**1**	**2**	**0**	**0**	**0**	**8**	**22**	**12**	**4**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**	**$7,600**
		Parcel Legal Descriptions		1	2				4	12								$0	$0	$3,400
		Stake Right-of-Way for Acquisition								2	4	4						$0	$0	$1,100
		Record of Survey							4	8	8							$0	$0	$3,100
000	**007**	**100% Construction Ready Design**	**4**	**6**	**10**	**0**	**4**	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**	**$7,400**
		Revise 95% Design			2			4										$0	$0	$1,000
		Draft 100% Package	2	4	4		2	8										$0	$0	$3,700
		Final 100% Package	2	2	4		2	4										$0	$0	$2,700
000	**008**	**Bid and Advertisement Support**	**4**	**8**	**0**	**0**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**	**$3,500**
		Bid and Advertisement Support	4	8			4											$0	$0	$3,500
000	**009**	**Construction Support (Engineer of Record)**	**8**	**16**	**8**	**4**	**5**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**	**$10,000**
		Engineer of Record	8	16	8	4	5	8										$0	$0	$10,000
Total Hours			**61**	**94**	**73**	**19**	**36**	**113**	**25**	**48**	**24**	**16**	**26**	**14**	**29**	**8**	**12**			**598**
Total Costs			**$15,300**	**$19,000**	**$12,000**	**$4,900**	**$7,700**	**$18,600**	**$6,000**	**$7,700**	**$2,400**	**$1,600**	**$5,900**	**$1,300**	**$6,600**	**$900**	**$1,500**	**$1,200**	**$0**	**$112,700**

Standard Exhibit A – Construction Phase Services

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

☒ Yes
☐ No

1. *General Administration of the Contract Documents.* Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

☒ Yes
☐ No

2. *Pre-Construction Conference.* Participate in a pre-construction conference.

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:

☒ Yes
☐ No

a. Periodic Site Visits by J-U-B. Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, coordination of selective sampling done by others, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.

☐ Yes
☒ No

b. Resident Project Representative ("RPR"). When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

☒ Yes
☐ No

4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

☒ Yes
☐ No

5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

☒ Yes
☐ No

6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.

☒ Yes
☐ No

7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

☒ Yes
☐ No

8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.

☐ Yes
☒ No

9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).

☐ Yes
☒ No

10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.

☐ Yes
☒ No

11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.

☐ Yes
☒ No

12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.

☒ Yes
☐ No

13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.

☒ Yes
☐ No

14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.

☐ Yes
☒ No

15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

General Limitation of Responsibilities. J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

☐ Yes
☒ No

1. *Testing/Adjusting Systems.* Provide assistance in connection with the testing and adjusting of equipment or systems.

☐ Yes
☒ No

2. *Operate/Maintain Systems.* Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.

☐ Yes
☒ No

3. *Control Procedures.* Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.

☐ Yes
☒ No

4. *O&M Manual.* Assist CLIENT in preparing operating, maintenance, and staffing manuals.

☐ Yes
☒ No

5. *Defective Work.* Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.

☐ Yes
☒ No

6. *Record Surveying.* Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings.

☐ Yes
☒ No

7. *Record Drawings.* Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor.

☐ Yes
☒ No

8. *Warrantee Inspection.* In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction.

☐ Yes
☒ No

9. *Additional Tasks.* Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.

2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.

3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.

4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.

5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.

6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.

7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).

8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).

9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.

10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff will provide full-time representation or, if specifically directed by the CLIENT, may provide representation to a lesser degree. RPR is J-U-B's Project Engineer (J-U-B PE) or J-U-B Project Manager (J-U-B PM) representative at the Site, will act as directed by and under the supervision of J-U-B PE or J-U-B PM, and will confer with J-U-B PE or J-U-B PM regarding RPR's actions. The J-U-B PE or J-U-B PM will serve as the official liaison with the CLIENT and the contractor. .

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to identify defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.

2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with the J-U-B PE or PM, who will communicate with the CLIENT concerning acceptability of such schedules.

3. *Conferences and Meetings.* Attend meetings with the J-U-B PE or J-U-B PM and contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings (but not including Contractor's safety meetings).

4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. Liaison

   a) Serve as J-U-B PE or J-U-B PM's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

   b) Assist J-U-B PE or J-U-B PM in serving as CLIENT's liaison with Contractor when Contractor's operations affect CLIENT's on-Site operations.

   c) Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.

6. *Interpretation of Contract Documents.* Report to J-U-B PE or J-U-B PM when clarifications and interpretations of the *Contract Documents are needed.*

7. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.

8. *Modifications.* Assist the J-U-B PE or J-U-B PM in the evaluation of contractor's suggestions for modifications to Drawings or Specifications and report to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.

9. *Review of Work and Rejection of Defective Work.*

   a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.

   b) Report to J-U-B PE or J-U-B PM whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. The J-U-B PE or J-U-B PM will then advise CLIENT of that part of the Work that J-U-B believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Startups.*

    a) Advise J-U-B PE or J-U-B PM in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.

    b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel (as determined by the CLIENT) and that contractor maintain adequate records thereof.

    c) Observe, record, and report to J-U-B PE or J-U-B PM appropriate details relative to the test procedures and system start-ups.

    d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to J-U-B PE or J-U-B PM.

    Nothing in this Agreement will be construed to require RPR to conduct inspections

11. *Records.*

    a) Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.

    b) When on site, prepare a daily report or keep a diary or log book, generally documenting contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to J-U-B PE or J-U-B PM.

c) Obtain from the contractor an accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

d) Maintain records for use in preparing documentation of the Work.

e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to designated recipients.

12. *Reports.*

a) Furnish to J-U-B PE or J-U-B PM periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b) Present to J-U-B PE or J-U-B PM proposed Change Orders, Work Change Directives, and Field Orders.

c) Furnish to J-U-B PE or J-U-B PM copies of all inspection, test, and system startup reports.

d) Report immediately to J-U-B PE, J-U-B PM, and CLIENT the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.

13. *Payment Request:* Review Applications for Payment with contractor for compliance with the established procedure for their submission and forward with recommendations to J-U-B PE OR J-U-B PM, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, obtain and collate materials and equipment certificates, operation and maintenance manuals, and other data required by the Contract Documents to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to J-U-B PE or J-U-B PM for review.

15. *Completion.*

a) Participate in J-U-B PE or PM's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

b) Participate in J-U-B PE or PM's visit to the Site in the company of CLIENT and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

Observe whether all items on the final punch list have been completed or corrected, and make recommendations to J-U-B PE or PM concerning acceptance and issuance of the Notice of Acceptability of the Work

The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services.

3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.

6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by J-U-B PE or J-U-B PM.

7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.

8.. Authorize CLIENT to occupy the Work in whole or in part.

CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.

2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.

3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.

4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.

5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

INDEMNIFICATION

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B Project No.: **RP-25-00326**
J-U-B Project Manager: **M. Sipple**

This Agreement entered into and effective this 15th day of March 2026**,** between City of Caldwell, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS the CLIENT intends to: Lake Avenue Elijah Drain Culvert Replacement and Roadway Expansion hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications, and upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; 2) appropriate professional interpretations of all of the foregoing; 3) environmental assessment and impact statements; 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws; and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B those items described in **Attachment 1**.

PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

For the CLIENT:

1.	Name	**Niki Benyakhlef**	Work telephone	**208-455-4734**
	Address	**205 S 6th Ave**	Home/cell phone	
		Caldwell, Idaho 83605	FAX telephone	
			E-mail address	**nbenyakhlef@cityofcaldwell.org**

For J-U-B:

1.	Name	**Matt Sipple**	Work telephone	**208-376-7330**
	Address	**2760 W Excursion Lane**	Cell phone	**208-949-5703**
		Meridian, Idaho 83642	FAX telephone	
			E-mail address	**msipple@jub.com**

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

SERVICES TO BE PERFORMED BY J-U-B ("Services")

J-U-B will perform the Services described in **Attachment 1** in a manner consistent with the applicable standard of care. J-U-B's services shall be limited to those expressly set forth therein, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the schedule described in **Attachment 1** in a manner consistent with the applicable standard of care. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B's control.

BASIS OF FEE

The CLIENT will pay J-U-B for their Services and reimbursable expenses as described in **Attachment 1.** A ten percent administrative fee will be applied to sub-consultant invoices.

Other work that J-U-B performs in relation to the Project at the written request or acquiescence of the CLIENT, which are not defined as Services, shall be considered "Additional Services" and subject to the express terms and conditions of this Agreement. Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis. Resetting of survey and/or construction stakes shall constitute Additional Services.

File Folder Title: _____

Remarks: _____

The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of the terms of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2. All other modifications to these terms and conditions must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

CLIENT:
City of Caldwell

NAME
205 S 6th Ave

STREET
Caldwell, Idaho 83605

CITY / STATE / ZIP CODE

BY (Signature)
Eric Phillips, Mayor

NAME / TITLE

BY (Signature)

ADDITIONAL NAME / TITLE

J-U-B ENGINEERS, Inc.:
2760 W Excursion Lane

STREET
Meridian, Idaho 83642

CITY / STATE / ZIP CODE

BY (Signature)
Timothy Blair, Area Manager

NAME / TITLE

Applicable Attachments or Exhibits to this Agreement are indicated as marked.

☒ **Attachment 1** – Scope of Services, Schedule, and Basis of Fee

☐ **Attachment 2** – Special Provisions

☒ **Standard Exhibit A** – Construction Phase Services

REV: 4/23

DISTRIBUTION: Accounting; Project File; CLIENT

GENERAL

All J-U-B Services shall be covered by this Agreement. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties;. CLIENT, therefore, releases and shall indemnify, defend and hold J-U-B harmless from the acts, errors, or omissions of CLIENT or third parties involved in the Project.

J-U-B shall not be required to execute any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions. CLIENT acknowledges that subsurface conditions can vary widely between adjacent samples and test points, and therefore J-U-B makes no warranty or other representation regarding soil investigations and characterization of subsurface conditions for the Project.

Any sales tax or other tax on the Services rendered under this Agreement, additional costs due to changes in regulation, and fees for credit card payment transactions shall be paid by the CLIENT.

CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.

REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project. J-U-B grants CLIENT a limited license to use the Documents on the Project subject to receipt by J-U-B of full payment for all Services related to preparation of the Documents.

Although CLIENT may make and retain copies of Documents for reference, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Submission or distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give, J-U-B control over contractor(s) work nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and CLIENT agrees that this intent shall be set forth in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B, and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

If **Standard Exhibit A** – Construction Phase Services is attached, the additional terms contained therein apply to this Agreement.

OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry.

CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein.

CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect to J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

TIMES OF PAYMENTS

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

CLIENT shall promptly review J-U-B's invoices and shall notify J-U-B in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to J-U-B of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by

the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

RISK ALLOCATION

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of J-U-B and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement , award, or verdict, or 2) if no such insurance coverage is held or available with respect to the cause of action, twenty five thousand dollars ($25,000.00) or one hundred percent (100%) of the fee paid to J-U-B under this Agreement, whichever is less. J-U-B carries professional liability insurance and will provide a certificate of insurance at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by J-U-B, its employees, consultants, insurance carriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of J-U-B shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project location, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

RIGHT OF ENTRY

The CLIENT shall provide J-U-B adequate and timely access to all property reasonably necessary to the performance of J-U-B and its subconsultant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by J-U-B. Any such costs incurred are CLIENT's sole responsibility.

MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

LIMITATION PERIODS

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of J-U-B's Services.

LEGAL FEES

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorneys fees and costs.

SURVIVAL

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

EXTENT OF AGREEMENT

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of J-U-B when entering into its agreement with CLIENT.

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver or a breach of any provision is not a waiver of a subsequent breach of the same of any other provision.

SUCCESSORS AND ASSIGNS

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

CONTROLLING LAW, JURISDICTION, AND VENUE

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.

CYBER INSURANCE

CLIENT shall maintain and submit proof of Cyber-Liability insurance coverage with limits no less than $2M to cover claims, damages, or costs resulting from or related to a cybersecurity incident involving CLIENT's systems that affects J-U-B including, but not limited to, costs incurred by J-U-B resulting from said incident. Whether or not covered by CLIENT's insurance, CLIENT shall indemnify, defend, and hold J-U-B harmless from any claims, damages, or costs related to any cybersecurity incident.

J·U·B ENGINEERS, INC.

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Lake Avenue Elijah Drain Culvert Replacement
CLIENT: City of Caldwell
J-U-B PROJECT NUMBER: RP-25-00326
CLIENT PROJECT NUMBER: Click or tap here to enter text.
ATTACHMENT TO:

☒ **AGREEMENT DATED:** Click or tap to enter a date.**; or**

☐ **AUTHORIZATION FOR CONTRACT AMENDMENT #X; DATED:** Click or tap to enter a date.

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

The City of Caldwell (CITY) is requesting the design of the replacement of the Elijah Drain crossing of Lake Avenue. Design of the new culvert/structure will extend to the existing Right-of-Way. A culvert alternatives report will be developed to determine the type and layout of the new crossing. This contract will include all survey, right of way support, alternatives report, environmental, design, bid/advertisement support, and construction support (Engineer of Record).

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 001: Project Management

The purpose of this task is to provide project management for J-U-B including contract management, the administration of the team, and subconsultant management and oversight. In addition to hours for the J-U-B Project Manager, these tasks/subtasks also include the time for J-U-B staff and subconsultants to attend and/or participate in a kickoff meeting, weekly internal team meetings, and monthly project team meetings. This scope of work is estimated to last 10 months from NTP.

Task #	Task Name and Description	Assumptions	Deliverables
1.1	Project Start Up and Planning Setting up the project in J-U-B's accounting and file systems, preparing subconsultant contracts, as necessary.	1. None	1. None
1.2	Kickoff Meeting	1. Kickoff meeting to be held at the City of Caldwell Public Works office and via MS Teams, if needed. 2. J-U-B PM, Project Engineer, and Bridge Lead will attend in person.	1. Agenda 2. Meeting minutes

		3. A 1.5-hour long In-person meeting is anticipated plus drive time.	
1.3	Monthly Project Team (Client) Meetings	1. The project will last for 10 months after the kickoff meeting, requiring up to 9 monthly meetings (not including Kickoff meeting). 2. The meetings will be for one hour each, held via MS Teams. 3. J-U-B PM, Project Engineer, and Bridge Lead will attend 9 of the meetings. 4. J-U-B Irrigation Lead and Environmental Lead will attend half (5) of the meetings.	1. Agenda 2. Meeting minutes
1.4	Monthly Internal Design Team Meetings	1. The project will last for 10 months after the kickoff meeting, requiring up to 10 monthly meetings 2. The meetings will be 30 minutes each, held via MS Teams. 3. J-U-B PM, Project Engineer, Roadway Designer, Irrigation Lead, Bridge Lead, Bridge Designer, and Survey Lead will attend all 10 meetings. 4. J-U-B's Environmental Lead and Cultural Lead will attend six (6) of the monthly meetings.	1. None
1.5	Administration of Team Includes time for J-U-B PM to coordinate and oversee the day-to-day activities of the project team and communicate with City of Caldwell as required to keep the project on task and on schedule.	1. None	1. None
1.6	Monthly Invoice	1. 10 invoices will be prepared.	1. Monthly invoice, progress report, and supporting data

B. Task 002: Survey

The purpose of this task is for the J-U-B surveyors to facilitate topographic survey within the project area, establish existing right-of-way limits, and develop a topo base map as described in the following tasks.

Task #	Task Name and Description	Assumptions	Deliverables
2.1	Check and Set J-U-B Project Survey Control	1. J-U-B will review existing survey control and set additional horizontal and vertical control as needed.	1. Project survey control point list will be included in plan set
2.2	Existing Right-of-way Research/Boundary Survey J-U-B Survey Lead will gather data for use in developing the existing right-of-way.	1. J-U-B will contact property owners for trespass permission as required. 2. J-U-B will obtain all existing records of survey, corner records, and property deeds required to complete this task. 3. J-U-B will request Title Reports from City of Caldwell. 4. Survey will include street control and right-of-way monumentation.	1. None
2.3	Topographic Survey J-U-B will survey project areas required for the design of the project.	1. Survey will include above ground features and located underground utilities. 2. Survey area will include the project limits along with 200' up and down stream of the existing structure for hydraulic purposes, existing utilities, and stormwater. 3. Survey will include drone imagery and processing. 4. J-U-B will contact Digline prior to survey to have utilities marked, survey will include marked utilities and visible above ground utilities.	1. None
2.4	Create and QC Base Maps J-U-B staff will create the base maps from the survey data and QC the topo base map in the field prior to use for detailed design work.	1. Create complete base map including topography, utilities, recovered centerline monuments, recovered right-of-way monuments. 2. Right-of-way limits will be displayed graphically in base map. 3. J-U-B Roadway Designer and Irrigation Lead will walk the project site with the completed base map to verify accuracy and completeness. 4. Includes travel time for Roadway Designer and Irrigation Lead from Meridian. The site walkthrough is estimated to take 2-hours.	1. Topo base map 2. Terrain model base map 3. Right-of-way base map

C. Task 003: 30% Design and Culvert/Bridge Alternatives Report

The purpose of this task is to complete a Alternatives Report that documents design options and why/how final design options were evaluated and chosen. This will document the design process,

what options were considered, and the reasoning behind the recommended design decisions. Similar to a matrix of different options; pros and cons that document how the specific decisions and final alternatives were made. A draft of the Alternatives Report will be submitted to the City for review before finalizing.

Task #	Task Name and Description	Assumptions	Deliverables
3.1	Alternative Analysis J-U-B will develop culvert alternatives including life cycle costs.	1. Three (3) culvert alternatives will be evaluated. 2. Cost Estimates will be based on 2026 dollars. 3. Hydraulic modeling will be completed and incorporated into the Alternative Analysis and Report utilizing HY-8 modeling. No separate hydraulic report is required or included in this contract.	1. None
3.2	Draft Alternatives Report J-U-B will develop a concise report/memorandum summarizing the results of Task 3.1	1. Each alternative will include a single, 11x17 plan sheet detailing the proposed alternative. 2. Detailed culvert/bridge drawings will not be included.	1. One PDF of the Alternatives Report
3.3	Final Alternatives Report	1. Each alternative will include a single, 11x17 plan sheet detailing the proposed alternative. 2. Detailed culvert/bridge drawings will not be included.	1. One PDF of the Alternatives Report
3.4	30% Design Review Meeting J-U-B will plan, coordinate, and hold a 30% design review meeting.	1. The design review meeting (1 hour) will be held in person. 2. J-U-B will receive and address review comments via Bluebeam (comment resolution will be in Bluebeam). 3. Attendees will include J-U-B PM, Project Engineer, Environmental Lead, and Bridge Lead 4. Changes to the design resulting from final design review will be made during 95% Construction Ready. 5. 95% Design will commence directly after the 30% design review meeting is conducted.	6. Bluebeam comment resolution form

D. Task 004: Agency Permitting

This task is to prepare applications for the United States Army Corps of Engineers (USACE) 404 Permit and the Bureau of Reclamation (BOR) Standard Form 299 – Application for Transportation, Utility Systems, Telecommunications and Facilities on Federal Lands and Property. J-U-B will provide the Biological Survey and an Archaeological and Historical Survey Report (AHSR) required for the 404 Permit, which is included in this SOW.

Task #	Task Name and Description	Assumptions	Deliverables
5.1	US Army Corp of Engineers 404 Joint Application for Permit J-U-B will prepare and submit the joint application for permit. J-U-B will conduct an Aquatic Resources Delineation and site Survey and Prepare an Aquatic Resources Delineation Report as part of the 404 permit application. J-U-B will conduct agency coordination and prepare a Class I Inventory as part of Section 106 consultation.	1. Permit applications will be submitted to the USACE by the City of Caldwell. 2. Revisions to permit applications requiring more than four hours of effort per application will require a supplemental agreement. 3. It is assumed that a biological report will not be required by USACE and is not included in the scope. 4. J-U-B will create a project in ICRIS and upload all pertinent documents to ICRIS upon approval from the lead federal agency and City. 5. This area is highly disturbed, and it is assumed that an archaeological survey is not required. 6. J-U-B will submit the AHSR/Class I Inventory for review by the lead federal agency and the City. 7. Submission of the joint application does not guarantee approval of work.	1. Draft and Final Joint Application for Permit 2. 2. Draft and final Aquatic Resources Delineation Report 3. Draft and Final AHSR for review.
5.2	Bureau of Reclamation (BOR) Application J-U-B prepare and submit a Standard Form 299 to the Bureau of Reclamation.	1. Permit applications will be submitted to BOR by the City of Caldwell.	1. Draft and Final BOR Form 299.
5.3	Pioneer Irrigation District J-U-B will coordinate and prepare all necessary documentation for District review.	1.	1. None

E. Task 005: 95% Design

The purpose of this task is to develop a complete 95% Design package for review and hold a formal 95% design review meeting.

Task #	Task Name and Description	Assumptions	Deliverables
7.1	Final Layout and Model The J-U-B design team will develop a final layout of the project and a 3D CAD model of the proposed improvement. The layout and model will be updated to reflect changes resulting from the 30% design review.	1. None	1. None (plans included in final plans package)

<table>
<tr><th>Task #</th><th>Task Name and Description</th><th>Assumptions</th><th>Deliverables</th></tr>
<tr><td>7.2</td><td><u>Prepare 95% Design Plans</u>

The J-U-B design team will create final plan sheets using the 50% design plan sheets as the basis. Revisions to the sheets will be made based on preliminary design review and to add the necessary detail to the 95% final plans level.</td><td>1. The following table includes the estimated number of plan sheets for the 95% design package:

<table><tr><th>Sheet Name</th><th>Number of Sheets</th></tr><tr><td>Title Sheet</td><td>1</td></tr><tr><td>Legend/General Notes</td><td>3</td></tr><tr><td>Survey Control/Monument Perpetuation (1”=40’)</td><td>1</td></tr><tr><td>Typical Sections</td><td>1</td></tr><tr><td>Plan and Profile (1”=40’)</td><td>1</td></tr><tr><td>Culvert/Bridge Plan & Profile</td><td>1</td></tr><tr><td>Culvert/Bridge Details</td><td>7</td></tr><tr><td>Construction Staging (1”=100’)</td><td>3</td></tr><tr><td>Detour Sheet</td><td>1</td></tr><tr><td>Utility Plans (1”=40)</td><td>1</td></tr><tr><td>Total</td><td>20</td></tr></table></td><td>1. None (Included in Final Design plans package)</td></tr>
<tr><td>7.3</td><td><u>Prepare Cost Estimate</u>

J-U-B design team will calculate quantities and prepare a cost estimate.</td><td>1. None</td><td>1. 95% cost estimate</td></tr>
<tr><td>7.4</td><td><u>Prepare Special Provisions</u>

J-U-B will draft special provisions for submittal with the 95% design package.</td><td>1. None</td><td>1. Special Provisions</td></tr>
<tr><td>7.5</td><td><u>QC Review</u>

J-U-B QC leads will provide an internal QC of the final design package.</td><td>1. None</td><td>1. None</td></tr>
<tr><td>7.6</td><td><u>95% Design Assembly and Submittal</u>

J-U-B team will address internal QC comments and prepare final plans submittal package.</td><td>1. Final design package will include plan sheets, cost estimate, special provisions, and working day estimate.</td><td>1. Final design package</td></tr>
<tr><td>7.7</td><td><u>95% Design Review Meeting</u>

J-U-B will plan, coordinate, and hold a final design review meeting.</td><td>5. The design review meeting (1 hour) will be held in person.
6. J-U-B will receive and address review comments via Bluebeam (comment resolution will be in Bluebeam).
7. Attendees will include J-U-B PM, Project Engineer, Environmental Lead, and Bridge Lead</td><td>1. Bluebeam comment resolution form</td></tr>
</table>

Task #	Task Name and Description	Assumptions	Deliverables
		8. Changes to the design resulting from final design review will be made during 100% Construction Ready. 9. 100% Construction Ready Design will commence directly after the completion of agency permitting and 95% design review meeting is conducted.	

F. Task 006: Right-of-Way Support

The purpose of this task is for the J-U-B team to develop right-of-way sketches and legal descriptions for right-of-way acquisition, provide survey support for right-of-way acquisition, and record of survey as described in the following tasks. Formal right-of-way plans will not be developed, and right of way requirements will be shown on the plan and profiles sheets within the construction plans.

Task #	Task Name and Description	Assumptions	Deliverables
8.1	Parcel Legal Descriptions J-U-B will prepare and stamp legal descriptions for right-of-way requirements and permanent easements.	1. It is anticipated that there will be two (2) parcels with right-of-way requirements 2. J-U-B will address review comments from City of Caldwell for two review cycles (draft and final) and issue approved ROW documents. 3. Temporary Easements, if needed, will be shown on the plans and no legals will be developed for temporary easements.	4. Draft and final legal descriptions
8.2	Stake Right-of-Way for Acquisition J-U-B will stake the proposed right-of-way for use in property owner conversations and for appraisal purposes.	1. J-U-B will stake the right-of-way once, after legal descriptions are approved.	2. One set of right-of-way stakes
8.3	Record of Survey J-U-B will complete and submit a record of survey.	1. J-U-B will place permanent monuments at the new right-of-way limits. 2. A record of survey will be submitted to the County upon completion of the monumentation.	2. Record of survey

G. Task 007: 100% Construction Ready Design

The purpose of this task is to produce and complete a draft and final 100% Construction Ready Design package for the project.

Task #	Task Name and Description	Assumptions	Deliverables
9.1	Revise 95% Design J-U-B will revise the final design to address the comments received at the final design review meeting.	1. This task includes updating the plans, specifications, and estimate after 95% design review is held.	1. None (Included in Draft and Final PS&E packages)
9.2	Draft 100% Package J-U-B will prepare, assemble, and QC a draft PS&E package for City of Caldwell review.	1. None	1. Draft 100% package
9.3	Final 100% Construction Ready Package J-U-B will prepare, assemble, and QC a final PS&E package, addressing City of Caldwell comments, for City approval.	1. None	1. Final 100% package

H. Task 008 – Bid and Advertisement Support

The task is to provide bid and advertisement support to the City.

Task #	Task Name and Description	Assumptions	Deliverables
10.1	Bid and Advertisement Support J-U-B will answer/respond to questions during bidding and develop addendum, as necessary. J-U-B will attend the bid opening, prepare a bid tabulation and assist the City in evaluating bids.	1. The City of Caldwell will host the advertisement and will publicly open the bids. 2. The task assumes no more than two (2) addenda will be required. 3. A pre-bid meeting will not be held.	1. TBD

I. Task 009 – Construction Support (Engineer of Record)

This task provides for engineering services during construction to utility the services of a Design Engineer of Record.

Task #	Task Name and Description	Assumptions	Deliverables
11.1	Engineer of Record J-U-B will provide Construction phase support as outlined in Standard Exhibit A – Construction Phase Support.	1. See Standard Exhibit A – Construction Phase Support.	1. See Standard Exhibit A.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

A. CLIENT-Provided Work - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:

1. Provide on-going review of J-U-B's work and timely consideration of policy issues within a time acceptable to the CITY and J-U-B.
2. Provide a project manager to serve as a liaison with other City departments and public agencies to facilitate project reviews and the approval process.

3. Provide land appraisals or other property value determinations necessary for the required right-of-way of the adjacent properties and easements necessary for the project.
4. Negotiate and secure easements and lands necessary to construct the improvements.
5. Provide public outreach as deemed appropriate by the CITY.
6. Record drawings of any City utilities in the project area and GIS compatible data as appropriate.
7. Assist in the acquisition of and pay for permits, easements, agency approvals, and agreements required for the project in subsequent tasks.
8. Provide the CITY's standard front-end documents, insurance provisions, and supplemental specification to the current ISPWC General Conditions. These will be modified by J-U-B for this specific project.

B. Additional Services - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:

1. If determined by the Alternatives Report, that a precast box culvert or other bridge structure is the preferred Alternative, a geotechnical subconsultant will be asked to provide a scope and labor estimate for field exploration and geotechnical memorandum. If that occurs, J-U-B reserves the right to include additional hours for coordination under a separate additional service agreement and Task 004.
2. Construction Phase Services (Construction Engineering and Inspection).

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:

1. For Lump Sum fees:
   a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
2. For Time and Materials fees:
   a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
   b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
3. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

B. Period of Services

1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
2. If the period of service for the Tasks identified above is extended beyond 12 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.

C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.

D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule**
001	Project Management	Time and Materials (Estimated Amount Shown)	$20,700	Concurrent with work progress
002	Survey	Time and Materials (Estimated Amount Shown)	$11,700	Completed within 45 calendar days of NTP.
003	Culvert/Bridge Alternatives Report	Time and Materials (Estimated Amount Shown)	$11,600	Completed within 75 calendar days, subsequent to Task 002
004	Agency Permitting	Time and Materials (Estimated Amount Shown)	$16,900	Concurrent with work progress.
005	95% Design	Time and Materials (Estimated Amount Shown)	$23,400	Completed within 120 calendar days, subsequent to Task 006
006	Right-of-Way Support	Time and Materials (Estimated Amount Shown)	$7,600	Concurrent with Task 005
007	100% Construction Ready Design	Time and Materials (Estimated Amount Shown)	$7,400	Completed within 60 calendar days, subsequent to Tasks 004 - 006
008	Bid and Advertisement Support	Time and Materials (Estimated Amount Shown)	$3,500	At direction of the City.
009	Construction Support (Engineer of Record)	Time and Materials (Estimated Amount Shown)	$10,000	At the direction of the City.
		Total:	**$112,700**	

** Does not include time for review and approval of the CITY, easement acquisition, and agency approvals. Does not include delays that may be incurred by gathering necessary information from the CITY.

PART 5 - CERTIFICATIONS AND DELIVERABLES

A. *Certification Concerning Boycott's: Pursuant to Idaho Code section 67-2346, J-U-B certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control. Furthermore, J-U-B certifies that it will not, for the duration of this Agreement, engage in a boycott of goods and services from companies that engage in or support the following industries: fossil-fuel based energy, timber, minerals, hydroelectric power, nuclear energy, agriculture, or firearms.*

B. *Certification Concerning Abortion Providers: Pursuant to Idaho Code 18-87, J-U-B certifies that it is not currently an abortion provider and will not become one during the term of this Agreement.*

C. *Certification Concerning Government Ownership or Operation. Pursuant to Idaho Code section 67-2359, J-U-B certifies that is not owned or operated by the government of China and will not for the duration of this contract.*

D. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com.

E. The Client understands and agrees that Artificial Intelligence (AI) may be used as a tool on the Project, including but not limited to meeting notes, document editing/formatting, or other document

management (along with AI features that are integral to design and other software). Results of AI and software applications will be reviewed and, if necessary, modified by J-U-B prior to submittal as a Deliverable.

Exhibit(s):

- Exhibit 1-X: [Standard Rate Table}
- Exhibit 1-X: Work Breakdown Structure
- Standard Exhibit A: Construction Phase Services

For internal J-U-B use only:

PROJECT LOCATION (STATE): Idaho

TYPE OF WORK: City

R&D: Yes

DISCIPLINE: Transportation

PROJECT DESCRIPTION(S)**:**

1. Bridge (B02)
2. Traffic/Transportation (T03)

J-U-B ENGINEERS, Inc. ▪ 2025 Rate Table

CONFIDENTIAL

Billing Code	Labor Category	Hourly Rate	Billing Code	Labor Category	Hourly Rate
100	Administrative Support	$58	274	Construction Manager - Senior	$229
102	Administrative Assistant	$66	276	Construction Manager - Discipline Lead	$248
103	Administrative Assistant - Lead	$80	300	Planning Technician	$117
104	Administrative Assistant - Senior	$91	302	Planner	$156
110	Project Accountant	$98	304	Planner - Lead	$180
112	Project Accountant - Lead	$114	306	Planner - Senior	$220
114	Project Accountant - Senior	$129	308	Planner - Discipline Lead	$241
120	Communication Specialist - 1	$91	310	Environmental Scientist - Assistant	$108
121	Communication Specialist - 2	$101	312	Environmental Scientist	$156
122	Communication Specialist - 3	$110	314	Environmental Specialist - Lead	$183
124	Communication Specialist - Lead	$124	316	Environmental Specialist - Senior	$226
126	Communication Specialist - Senior	$137	318	Environmental Specialist - Discipline Lead	$238
128	Communication Specialist - Discipline Lead	$143	320	TLG Assistant	$108
200	Survey Technician	$102	322	TLG Practitioner	$148
202	Survey Technician - Lead	$135	324	TLG Practitioner - Lead	$178
204	Survey Technician - Senior	$160	326	TLG Practitioner - Senior	$223
210	Assistant Surveyor	$129	328	TLG Discipline Lead	$247
212	Assistant Surveyor - Lead	$147	329	TLG Discipline Lead Senior	$275
214	Professional Land Surveyor	$178	330	GIS Technician	$110
216	PLS - Lead	$197	332	GIS Analyst	$134
218	PLS - Senior	$224	334	GIS Dev. Analyst	$145
220	PLS - Discipline Lead	$241	336	GIS Analyst - Senior	$195
228	Assistant Designer	$91	338	GIS Dev. Analyst - Senior	$195
230	CAD Technician - Drafter	$116	340	GIS Discipline Lead	$230
232	CAD Technician - Designer	$139	350	Landscape Designer	$115
234	CAD Designer - Lead	$163	352	Landscape Architect	$148
236	CAD Designer - Senior	$176	354	Landscape Architect - Lead	$166
240	Project Designer	$144	356	Landscape Architect - Senior	$198
242	Project Designer - Lead	$165	358	Landscape Architect - Discipline Lead	$220
244	Project Engineer I	$184	400	Assistant Project Manager	$224
245	Project Engineer II	$202	402	Project Manager	$230
246	Project Engineer - Lead	$214	404	Program Manager	$251
248	Project Engineer - Senior	$244	406	Program Manager - Lead	$265
250	Project Engineer - Discipline Lead	$258	408	Program Manager - Senior	$281
252	Project Engineer - Discipline Lead - Senior	$275	410	Principal (Alternative Category, AM/Officer)	$300
260	Construction Observer	$137			
262	Construction Observer - Lead	$152			
264	Construction Observer - Senior	$180			
270	Construction Management Assistant	$149			
272	Construction Manager	$202			

1) Rates subject to change on a yearly basis.

2) GPS, mileage, per diem, and other direct costs will be specified in Project Scopes of Work and budgets. No direct costs will be charged without Client approval.

3) A 10 percent markup will be applied to Subconsultant fees.

EXHIBIT 1-X: WORK BREAKDOWN STRUCTURE

BASIS OF FEE ESTIMATE

J-U-B ENGINEERS, INC. | THE LANGDON GROUP | GATEWAY MAPPING INC. — J-U-B FAMILY OF COMPANIES

Project Title, Client: Lake Avenue Elijah Drain Replacement and Roadway Expansion, City of Caldwell
Project Number: RP-25-00326
Prepared By: MCS

Task Number	Subtask Number	Task/Subtask Name / Activity Description	Sipple, Matthew Program Manager	Felton, Cooper Project Engineer II	Ayala, Jayr Project Designer - Lead	Pettigrew, Christopher Project Engineer - Discipline Lead	McKown, Tobie (Chris) Project Engineer - Lead	Ramirez, Kevin Project Designer - Lead	Ruby, Roland PLS - Discipline Lead	Erickson, Joshua Survey Technician - Senior	Prescott, Braden Survey Technician	Little, Nathan Survey Technician	Schade, Tyler Environmental Specialist - Senior	Ribordy, Addison Assistant Designer	Vandagriff, Jamie Environmental Specialist - Senior	Meaux, Kerrigan GIS Technician	Lutz, Tanya Project Accountant Senior	J-U-B Expenses	Subconsultant Expenses	Total Compensation
000		**Labor**	**61**	**94**	**73**	**19**	**36**	**113**	**25**	**48**	**24**	**16**	**26**	**14**	**29**	**8**	**12**	**$1,200**	**$0**	**$112,700**
000	**001**	**Project Management**	**32**	**16**	**5**	**0**	**12**	**5**	**5**	**0**	**0**	**0**	**8**	**0**	**3**	**0**	**12**	**$0**	**$0**	**$20,700**
		Project Start Up and Planning	2														2	$0	$0	$800
		Kick off Meeting	2	2			2											$0	$0	$1,300
		Monthly Project Team (Client) Meetings	9	9			5						5					$0	$0	$6,300
		Monthly Internal Design Team Meetings	5	5	5		5	5	5				3		3			$0	$0	$7,500
		Administration of Team	8															$0	$0	$2,000
		Monthly Invoice	6														10	$0	$0	$2,800
000	**002**	**Survey**	**2**	**1**	**2**	**0**	**0**	**0**	**12**	**26**	**12**	**12**	**0**	**0**	**0**	**0**	**0**	**$1,200**	**$0**	**$11,700**
		Check & Set J-U-B Project Survey Control							2	8	4	4						$200	$0	$2,800
		Existing Right-of-way Research/Boundary Survey	2						8	4								$0	$0	$3,100
		Topographic Survey								6	8	8						$900	$0	$3,500
		Create and QC Base Maps		1	2				2	8								$0	$0	$2,300
000	**003**	**Culvert/Bridge Alternatives Report**	**3**	**16**	**16**	**3**	**3**	**16**	**0**	**0**	**0**	**0**	**2**	**0**	**2**	**0**	**0**	**$0**	**$0**	**$11,600**
		Alternatives Analysis		4	16			16					2		2			$0	$0	$7,000
		Draft Alternatives Report	2	8		2	2											$0	$0	$3,100
		Final Alternatives Report	1	4		1	1											$0	$0	$1,500
000	**004**	**Agency Permitting**	**4**	**6**	**8**	**10**	**0**	**0**	**0**	**0**	**0**	**0**	**14**	**14**	**24**	**8**	**0**	**$0**	**$0**	**$16,900**
		US Army Corp of Engineers 404 Joint Application for Permit		2	8								14	14	24	8		$0	$0	$12,500
		Bureau of Reclamation (BOR) Permit				8												$0	$0	$2,100
		Pioneer Irrigation District	4	4		2												$0	$0	$2,300
000	**005**	**95% Design**	**4**	**24**	**22**	**2**	**8**	**68**	**0**	**0**	**0**	**0**	**2**	**0**	**0**	**0**	**0**	**$0**	**$0**	**$23,400**
		Final Layout and Model		2	8			24										$0	$0	$5,700
		Prepare 95% Design Plans		4	12			40										$0	$0	$9,400
		Prepare Cost Estimate		2	2			4										$0	$0	$1,400
		Prepare Special Provisions		12			4											$0	$0	$3,300
		QC Review	1			2	2											$0	$0	$1,200
		95% Design Plans Assembly and Submittal	1	2														$0	$0	$700
		95% Design Review Meeting	2	2			2						2					$0	$0	$1,800
000	**006**	**Right-of-way Support**	**0**	**1**	**2**	**0**	**0**	**0**	**8**	**22**	**12**	**4**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**	**$7,600**
		Parcel Legal Descriptions		1	2				4	12								$0	$0	$3,400
		Stake Right-of-Way for Acquisition								2	4	4						$0	$0	$1,100
		Record of Survey							4	8	8							$0	$0	$3,100
000	**007**	**100% Construction Ready Design**	**4**	**6**	**10**	**0**	**4**	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**	**$7,400**
		Revise 95% Design			2			4										$0	$0	$1,000
		Draft 100% Package	2	4	4		2	8										$0	$0	$3,700
		Final 100% Package	2	2	4		2	4										$0	$0	$2,700
000	**008**	**Bid and Advertisement Support**	**4**	**8**	**0**	**0**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**	**$3,500**
		Bid and Advertisement Support	4	8			4											$0	$0	$3,500
000	**009**	**Construction Support (Engineer of Record)**	**8**	**16**	**8**	**4**	**5**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$0**	**$10,000**
		Engineer of Record	8	16	8	4	5	8										$0	$0	$10,000
Total Hours			**61**	**94**	**73**	**19**	**36**	**113**	**25**	**48**	**24**	**16**	**26**	**14**	**29**	**8**	**12**			**598**
Total Costs			**$15,300**	**$19,000**	**$12,000**	**$4,900**	**$7,700**	**$18,600**	**$6,000**	**$7,700**	**$2,400**	**$1,600**	**$5,900**	**$1,300**	**$6,600**	**$900**	**$1,500**	**$1,200**	**$0**	**$112,700**

Standard Exhibit A – Construction Phase Services

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

☒ Yes
☐ No

1. *General Administration of the Contract Documents.* Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

☒ Yes
☐ No

2. *Pre-Construction Conference.* Participate in a pre-construction conference.

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:

☒ Yes
☐ No

a. Periodic Site Visits by J-U-B. Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, coordination of selective sampling done by others, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.

☐ Yes
☒ No

b. Resident Project Representative ("RPR"). When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

☒ Yes
☐ No

4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

☒ Yes
☐ No

5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

☒ Yes
☐ No

6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.

☒ Yes
☐ No

7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

☒ Yes
☐ No

8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.

☐ Yes
☒ No

9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).

☐ Yes
☒ No

10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.

☐ Yes
☒ No

11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.

☐ Yes
☒ No

12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.

☒ Yes
☐ No

13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.

☒ Yes
☐ No

14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.

☐ Yes
☒ No

15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

General Limitation of Responsibilities. J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

☐ Yes
☒ No

1. *Testing/Adjusting Systems.* Provide assistance in connection with the testing and adjusting of equipment or systems.

☐ Yes
☒ No

2. *Operate/Maintain Systems.* Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.

☐ Yes
☒ No

3. *Control Procedures.* Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.

☐ Yes
☒ No

4. *O&M Manual.* Assist CLIENT in preparing operating, maintenance, and staffing manuals.

☐ Yes
☒ No

5. *Defective Work.* Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.

☐ Yes
☒ No

6. *Record Surveying.* Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings.

☐ Yes
☒ No

7. *Record Drawings.* Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor.

☐ Yes
☒ No

8. *Warrantee Inspection.* In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction.

☐ Yes
☒ No

9. *Additional Tasks.* Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.

2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.

3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.

4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.

5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.

6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.

7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).

8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).

9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.

10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff will provide full-time representation or, if specifically directed by the CLIENT, may provide representation to a lesser degree. RPR is J-U-B's Project Engineer (J-U-B PE) or J-U-B Project Manager (J-U-B PM) representative at the Site, will act as directed by and under the supervision of J-U-B PE or J-U-B PM, and will confer with J-U-B PE or J-U-B PM regarding RPR's actions. The J-U-B PE or J-U-B PM will serve as the official liaison with the CLIENT and the contractor. .

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to identify defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.

2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with the J-U-B PE or PM, who will communicate with the CLIENT concerning acceptability of such schedules.

3. *Conferences and Meetings.* Attend meetings with the J-U-B PE or J-U-B PM and contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings (but not including Contractor's safety meetings).

4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. Liaison

   a) Serve as J-U-B PE or J-U-B PM's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

   b) Assist J-U-B PE or J-U-B PM in serving as CLIENT's liaison with Contractor when Contractor's operations affect CLIENT's on-Site operations.

   c) Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.

6. *Interpretation of Contract Documents.* Report to J-U-B PE or J-U-B PM when clarifications and interpretations of the *Contract Documents are needed.*

7. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.

8. *Modifications.* Assist the J-U-B PE or J-U-B PM in the evaluation of contractor's suggestions for modifications to Drawings or Specifications and report to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.

9. *Review of Work and Rejection of Defective Work.*

   a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.

   b) Report to J-U-B PE or J-U-B PM whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. The J-U-B PE or J-U-B PM will then advise CLIENT of that part of the Work that J-U-B believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Startups.*

    a) Advise J-U-B PE or J-U-B PM in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.

    b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel (as determined by the CLIENT) and that contractor maintain adequate records thereof.

    c) Observe, record, and report to J-U-B PE or J-U-B PM appropriate details relative to the test procedures and system start-ups.

    d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to J-U-B PE or J-U-B PM.

    Nothing in this Agreement will be construed to require RPR to conduct inspections

11. *Records.*

    a) Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.

    b) When on site, prepare a daily report or keep a diary or log book, generally documenting contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to J-U-B PE or J-U-B PM.

c) Obtain from the contractor an accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

d) Maintain records for use in preparing documentation of the Work.

e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to designated recipients.

12. *Reports.*

a) Furnish to J-U-B PE or J-U-B PM periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b) Present to J-U-B PE or J-U-B PM proposed Change Orders, Work Change Directives, and Field Orders.

c) Furnish to J-U-B PE or J-U-B PM copies of all inspection, test, and system startup reports.

d) Report immediately to J-U-B PE, J-U-B PM, and CLIENT the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.

13. *Payment Request:* Review Applications for Payment with contractor for compliance with the established procedure for their submission and forward with recommendations to J-U-B PE OR J-U-B PM, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, obtain and collate materials and equipment certificates, operation and maintenance manuals, and other data required by the Contract Documents to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to J-U-B PE or J-U-B PM for review.

15. *Completion.*

a) Participate in J-U-B PE or PM's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

b) Participate in J-U-B PE or PM's visit to the Site in the company of CLIENT and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

Observe whether all items on the final punch list have been completed or corrected, and make recommendations to J-U-B PE or PM concerning acceptance and issuance of the Notice of Acceptability of the Work

The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services.

3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.

6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by J-U-B PE or J-U-B PM.

7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.

8.. Authorize CLIENT to occupy the Work in whole or in part.

CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.

2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.

3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.

4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.

5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

INDEMNIFICATION

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.

RESOLUTION _____

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF CALDWELL AUTHORIZING THE DESTRUCTION OF RECORDS PURSUANT TO IDAHO CODE SECTIONS 50-907 AND 50-908 AND THE CITY RECORDS POLICY.

The following resolution and order was considered and adopted by the Caldwell City, Idaho Mayor and Council on this 16 day of March, 2026.

WHEREAS, Idaho Code § 50-301 grants general powers and duties to the restrictions of law, to the mayors and councils of their respective cities; and

WHEREAS, Idaho Code § 50-301 authorizes the Mayor and Council / Cities to manage city property subject to restrictions including, but not limited to, those described in Idaho Code; and

WHEREAS, Idaho Code § 50-602 gives the mayor chief administrative powers including the superintending control of all … affairs of the city; and

WHEREAS, Idaho Code § 50-907 provides that, following the required period for retention, City semipermanent records and temporary records may be ordered destroyed by resolution of the city council and upon the advice of the city attorney unless otherwise prohibited by law; and

WHEREAS, Idaho Code § 50-908, designated the city clerk as the municipal records manager of their city and has the responsibility to oversee the retention and destruction of municipal records as directed by state and federal statutes and regulations and city ordinances, resolutions, and policies; and

WHEREAS, City of Caldwell has limited space to store records maintained by City departments, and the following departments desire to destroy certain records, as set forth in Exhibit "A" as provided by the city clerk, in order to make room for other records and/or use: Clerk, Wastewater, Cemetery, Utility Billing.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Mayor and Council of the City of Caldwell, Idaho, that the semipermanent records listed in Exhibit "A" shall be retained for a period of not less than five (5) years after the date of issuance or completion of the matter contained within the record.

That the temporary records listed in Exhibit "A" shall be retained for not less than two (2)

years, but in no event shall financial records be destroyed until completion of the city's financial audit as provided in Idaho Code § 64-450B.

Pursuant to Idaho Code § 50-907, the records listed in Exhibit "A" shall be destroyed after the applicable period of retention based upon this Resolution and the advice of the city attorney. Such disposition shall be under the direction and supervision of the city clerk

PASSED BY THE COUNCIL of the City of Caldwell, Idaho on this 16 day of March, 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho this 16 day of March, 2026.

By: _____
Eric Phillips
Mayor

ATTEST:

By:_____
City Clerk

CITY OF CALDWELL
REQUEST FOR DESTRUCTION OF RECORDS FORM

Department: Building Department

Date: 3-10-2026

Records Description	Type of Record (Semi-Permanent, Transient, Temporary)	Date of Records From: To:
Commercial Plans,Subpermits,Supporting Doc	Permanent, Simi-Permanent & Temporary	12-5-2006 thru 3-10-2026
Residential Plans,Subpermits,Supporting Doc	Permanent, Sem-Permanent, & Temporary	3-9-2008 thru 3-10-2026

CITY OF CALDWELL
REQUEST FOR DESTRUCTION OF RECORDS FORM

Department: Clerk Department

Date: 3-16-2026

Records Description	Type of Record (Semi-Permanent, Transient, Temporary)	Date of Records From: To:
Licenses/Permits	Semi-Permanent & Temporary	2026 Shred Date
Cert of Insurance	Semi-Permanent & Temporary	2026 Shred Date

CITY OF CALDWELL
REQUEST FOR DESTRUCTION OF RECORDS FORM

Department: Parks & Recreation

Date: March 13, 2026

***All documents classified as "PERMANENT" associated with the attached request for records destruction must be scanned for archive purposes, thus serving as the permanent electronic record, pursuant to Idaho Code (§50-907) and the City of Caldwell Records Policy. No "HISTORICAL" documents shall be requested for destruction.**

Records Description	Type of Record (*Permanent, Semi-Permanent, Transient, Temporary)	Date of Records From: To:
Registration Records	Temporary	2022
Volunteer Forms	Temporary	2021-2022
Facility & Equipment Rental	Temporary	2022
Accounts Payable (invoices)	Temporary	2022
Recreation Program Files	Temporary	2022

Memorandum

To:

City Council

Meeting Date:

March 16, 2026

Item Name:

Approve Resolution for the FAA AIP Grant Application for AIP 3-16-0045-043/044-2026, J-U-B Engineering Services in the budgeted amount of $185,049.00

Summary Statement:

FAA AIP 3-16-0045-043-2026/044-2026 included the Bidding and Construction Engineering Services for the following
Items:

- Rehabilitate the central 2,000 feet of Taxiway C including new fillet design.
- Project will be funded using companion grants of both an IIJA and AIP Grant.
- The project was designed under a separate project in FY 2025.

Bidding Schedule: March 2026

Construction Schedule: Summer/Fall 2026

Project Close-Out Schedule: Winter 2026/2027.

Recommended Action:

Approve the Application

Budget: Finance Review
Budgeted

Cost Impact: 185,049.00
Funding Source: Airport CIP
Timeline: ASAP

Attachments:

1. Caldwell_AIP43-44_Engineering Agreement
2. Council Resolution GRANT AIP 3-16-0045-043_044-2026

AGREEMENT FOR PROFESSIONAL SERVICES (FAA FORMAT)
Rehabilitate Taxiway C (Bidding & Design), A.I.P. AIP 3-16-0045-043/044-2026
Caldwell Executive Airport, Idaho

THIS AGREEMENT is effective as of the ____ day of March, 2026 by and between, CITY OF CALDWELL, IDAHO, 205 South 6th Ave, Caldwell, Idaho 83605 hereinafter referred to as the CLIENT, and J-U-B ENGINEERS, Inc., 2760 W. Excursion Ln, Ste. 400 Boise, Idaho, 83642, an Idaho Corporation, hereinafter referred to as J-U-B

WHEREAS, the CLIENT intends to: Bidding and Construction Engineering Services to Rehabilitate Taxiway C including new fillet designs hereinafter referred to as the "Project". The services to be performed by J-U-B are hereinafter referred to as the "Services".

W I T N E S S E T H

Now, therefore, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set for below:

ARTICLE 1
J-U-B'S SERVICES

1.01 BASIC SERVICES

J-U-B will perform the Services described in **Attachment 1 - Scope of Services, Basis of Fee, and Schedule** in a manner consistent with the applicable standard of care. J-U-B's services shall be limited to those expressly set forth therein, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

1.02 SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the schedule described in **Attachment 1 Scope of Services, Basis of Fee, and Schedule** in a manner consistent with the applicable standard of care. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project as requested by the CLIENT or for delays or other causes beyond J-U-B's control.

1.03 ADDITIONAL SERVICES

When authorized in writing by the CLIENT, J-U-B agrees to furnish, or obtain from others, additional professional services in connection with the PROJECT, as set forth below and as otherwise contained within this Agreement:

A. Provide other services not otherwise provided for in this Agreement, including services normally furnished by the CLIENT as described in Article 2, CLIENT'S RESPONSIBILITIES.

B. Provide services as an expert witness for the CLIENT in connection with litigation or other proceedings involving the PROJECT.

C. Assist or extend services as a result of strikes, walkouts, or other labor disputes, including acts relating to settlement of minority group problems.

D. Mitigation work identified in the environmental review.

E. Assist the CLIENT in resolving disputes over claims, bankruptcy, legal complaints or default of the Contractor.

ARTICLE 2
CLIENT'S RESPONSIBILITIES

2.01 CLIENT'S RESPONSIBILITIES

The CLIENT shall furnish the following services at the CLIENT'S expense and in such a manner that J-U-B may rely upon them in the performance of its services under this AGREEMENT:

A. Designate, in writing, a person authorized to act as the CLIENT'S contact. The CLIENT or his designated contact shall receive and examine documents submitted by J-U-B to determine acceptability of said documents, interpret and define the CLIENT'S policies, and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of J-U-B's services.

B. Make available to J-U-B all technical data that is in the CLIENT'S possession, including maps, surveys, property descriptions, borings, and other information required by J-U-B and relating to its work.

C. Hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the PROJECT and pay all costs incidental thereto.

D. Provide legal, accounting and insurance counseling services necessary for the PROJECT. Legal review of the construction Contract Documents, and such writing services as the CLIENT may require to account for the expenditure of construction funds.

E. Furnish permits and approvals from all governmental authorities having jurisdiction over the PROJECT and from others as may be necessary for completion of the PROJECT.

F. The CLIENT agrees to cooperate with J-U-B in the approval of all plans, reports and studies, and shall make a timely decision in order that no undue expense will be caused J-U-B because of lack of decisions. If J-U-B is caused extra drafting or other expense due to changes ordered by the CLIENT after the completion and approval of the plans, reports, and studies, J-U-B shall be equitably paid for such extra expenses and services involved.

G. Guarantee full and free access, with reasonable advance notice, for J-U-B to enter upon all property required for the performance of J-U-B's services under this AGREEMENT.

H. Give prompt written notice to J-U-B whenever the CLIENT observes or otherwise becomes aware of any defect in the PROJECT or other event that may substantially affect J-U-B's performance of services under this AGREEMENT.

I. Promptly prepare and submit reimbursement requests to funding agencies.

J. Compensate J-U-B for services promptly rendered under this AGREEMENT.

K. Obtain bids or proposals from contractors for work relating to the PROJECT and bear all costs relating to advertising.

L. When identified in the construction contract documents, provide construction surveys and materials testing by the successful contractor.

ARTICLE 3
J-U-B'S COMPENSATION

3.01 BASIC SERVICES COMPENSATION

J-U-B shall provide services in connection with the terms and conditions of this Agreement, and the CLIENT shall compensate J-U-B therefore as detailed **in Attachment 1 – Scope of Services, Basis of Fee and Schedule.**

Partial payment shall be made for the services performed as the work under this AGREEMENT progresses. Such payment is to be made monthly based on the itemized statements, invoices, or other evidences of

performance furnished to and approved by the CLIENT. All claims for payment will be submitted in a form compatible with current practices and acceptable to the CLIENT. Partial payments will include payroll costs, adjusted for payroll burdens, and general and administrative overhead, as well as out-of-pocket expenses, plus that portion of the fixed fee which its percentage of completion bears to the total cost of the fully completed work under this AGREEMENT. The CLIENT shall make full payment of the value of such documented monthly service as verified on the monthly statement.

3.02 ADDITIONAL COMPENSATION

In addition to any and all compensation hereinabove, the CLIENT shall compensate J-U-B for Additional Services, Section 1.03, under a written Authorization for Additional Services executed by both Parties that specifically describes the additional work and the cost associated therewith. These additional services are to be performed or furnished by J-U-B only upon receiving said written authorization from the CLIENT.

3.03 COMPENSATION ADJUSTMENT

CLIENT agrees to provide J-U-B a notice to proceed with Services within 120 days of the effective date of this Agreement identified in Attachment 1. If the notice to proceed with Services is delayed beyond 120 days from the effective date of this Agreement, or service described will not be completed during the term of this Agreement through no fault of J-U-B, the Agreement shall be amended through mutual negotiation to address both schedule and pricing impacts of the delay. CLIENT understands that any pricing increase may not be grant fundable by FAA.

3.04 ADDITIONAL CONDITIONS OF COMPENSATION

The CLIENT and J-U-B further agree that:

A. J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

B. If the CLIENT fails to make monthly payments due J-U-B, J-U-B may, after giving ten (10) days written notice to the CLIENT, suspend services under this Agreement.

C. When the CLIENT directs that competitive bids be taken for construction on alternate designs, where this involves the preparation of designs, plans, and specifications for alternate facilities, the compensation to J-U-B shall be an additional payment to be negotiated at the time the CLIENT directs that alternative designs, plans, and specifications be prepared, subject to FAA review and approval.

D. No deductions shall be made from J-U-B's compensation on account of penalty, liquidated damages, or other sums that may be withheld from payments to Contractors.

ARTICLE 4
GENERAL PROVISIONS

4.01 OWNERSHIP OF DOCUMENTS

Upon the request of the CLIENT, J-U-B shall furnish the CLIENT copies of all maps, plots, drawings, estimate sheets, and other contract documents required for the PROJECT provided J-U-B has been paid in full for the work. Upon the request of the CLIENT and the completion of the work specified herein, all material documents acquired or produced by J-U-B in conjunction with the preparation of the plans shall be delivered to and become the property of the CLIENT providing no future use of said documents or portions thereof shall be made by the CLIENT with J-U-B's name or that of J-U-B ENGINEERS, Inc., attached thereto. Final submittal of J-U-B's work product shall be in hard-copy format and no electronic design files will be submitted as part of the PROJECT, unless expressly requested.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

Agreements for Professional Services are public records which are generally subject to statutory public disclosure and public website posting requirements, and such disclosure will not be considered "reuse without written consent by J-U-B".

J-U-B shall retain an ownership interest in PROJECT documents that allows their reuse of non-proprietary information on subsequent projects at J-U-B's sole risk.

4.02 DELEGATION OF DUTIES

Neither the CLIENT nor J-U-B shall delegate, assign, sublet or transfer their respective duties under this Agreement without the prior written consent of the other.

4.03 GENERAL

A. Should litigation occur between the two parties relating to the provisions of this Agreement, court costs and reasonable attorney fees incurred shall be borne by their own party.

B. Neither party shall hold the other responsible for damage or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of the other or the other's employees and agents.

C. In the event any provisions of this AGREEMENT shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One (1) or more waivers by either party or any provision, term, condition, or covenant shall not be construed by the other party as a waiver of subsequent breach of the same by the other party.

D. J-U-B shall render its services under this AGREEMENT in accordance with generally accepted professional practices and Standard of Care. J-U-B makes no other warranty for the work provided under this AGREEMENT.

E. CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.

F. Any opinion of the estimated construction cost prepared by J-U-B represents its judgment as a design professional and is supplied for the general guidance of the CLIENT. Since J-U-B has no control over the cost of labor and material, or over competitive bidding or market conditions, J-U-B does not guarantee the accuracy of such opinions as compared to Contractor bids or actual costs to the CLIENT.

G. Any notice or other communications required or permitted by this contract or by law to be served on, given to, or delivered to either party hereto by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or, in lieu of such personal service, when deposited in the United States mail, certified mail, return receipt requested, addressed to the CLIENT at 205 South6th Ave, Caldwell, Idaho 83605 and to J-U-B at 2760 W. Excursion Lane, Ste 400, Meridian, Idaho, 83642. Either party, the CLIENT or J-U-B, may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

H. In soils investigation work and determining subsurface conditions for the PROJECT, the characteristics may vary greatly between successive test points and sample intervals. J-U-B will coordinate this work in accordance with generally accepted engineering practices and makes no other warranties, expressed or implied, as to the professional advice furnished by others under the terms of this AGREEMENT.

I. J-U-B has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences or procedures required for the Contractor to perform his work including, but not limited to, aircraft safety precautions, shoring, scaffolding, underpinning, temporary retainment of excavations, and any erection methods and temporary bracing.

4.04 MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

This Contract shall be governed by and interpreted under the laws of the State of Idaho. The parties agree that in the event it becomes necessary to enforce any of the terms and conditions of this Contract that the forum, venue and jurisdiction in that particular action shall be in Canyon County.

4.05 INSURANCE AND INDEMNITY

A. J-U-B's Insurance. J-U-B agrees to procure and maintain, at its expense, Commercial General Liability insurance of $1,000,000 combined single limit for personal injury and property damages, and Professional Liability Insurance of $1,000,000 per claim for protection against claims arising out of the performance of services under this Contract caused by negligent acts, errors, or omissions for which J-U-B is legally liable, subject to and limited by the provisions in Subsection 4.05.D, "Allocation of Risks", if any. J-U-B shall deliver to the CLIENT, prior to execution of the AGREEMENT by the CLIENT and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement Number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect. J-U-B shall acquire and maintain statutory workmen's compensation coverage. Thirty (30) days advance notice will be given in writing to the CLIENT prior to the cancellation, termination, or alteration of said policies of Insurance.

B. Indemnification by J-U-B. To the fullest extent permitted by law, J-U-B shall indemnify and hold harmless CLIENT, and CLIENT's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of CLIENT, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the PROJECT, provided that any such claim cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, but only to the extent caused by any negligent act, error, or omission of J-U-B or J-U-B's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by CLIENT and J-U-B in Subsection 4.05.D, "Allocation of Risks," if any.

C. Indemnification by CLIENT. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless J-U-B, J-U-B's officers, directors, partners, agents, employees, and Consultants from and against any and all claims costs, losses, and damages (including but not limited to all fees and charges of J-U-B, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the PROJECT, provided that any such claim cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting

there from, but only to the extent caused by any negligent act, error, or omission of CLIENT or CLIENT's officers, directors, or employees, retained by or under contract to the CLIENT with respect to this AGREEMENT or to the PROJECT.

D. Allocation of Risks. The CLIENT and J-U-B have discussed the risks, rewards and benefits of the project and the design professional's total fee for services. The risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, J-U-B's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of fees paid to J-U-B under this Agreement. Such causes include, but are not limited to J-U-B's negligence, errors, omission and strict liability. Neither CLIENT nor J-U-B shall be responsible for incidental, indirect or consequential damages.

E. J-U-B reserves the right to obtain the services of other consulting engineers and consultants experienced in airport work to prepare and execute a portion of the work that relates to the PROJECT.

F. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against J-U-B.

4.06 EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and J-U-B.

4.07 CONSTRUCTION CONTRACTOR'S RESPONSIBILITY

Visits to the construction site and observations made by J-U-B's staff as part of their services shall not relieve the construction Contractor of his obligation to conduct comprehensive inspection of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not relieve the construction Contractor of his full responsibility for all construction means, methods, techniques, sequences and procedures necessary for coordination and completing all portions of the work under the construction contract and for all safety precautions related thereto. Language to this effect, shall be included in Construction Contract Documents Such visits by J-U-B's staff are not to be construed as part of the observation duties of the on-site observation personnel defined in other parts of this Agreement.

4.08 FUNCTION OF ON-SITE OBSERVATION AND PERSONNEL

If the scope of services includes construction engineering, J-U-B may be required to act as the Resident Project Representative (RPR) on the PROJECT. When so stipulated, the RPR and on-site observation personnel will make reasonable efforts to guard the CLIENT against defects and deficiencies in the work of the Contractor and to help determine if the provisions of the Contract Documents are being fulfilled. When construction engineering is included as services of this agreement, Standard Exhibit A – Construction Phase Services, attached, outlines the specific responsibilities of J-U-B, acting as the RPR during construction. Their day-to-day observation will not, however, cause J-U-B to be responsible for those duties and responsibilities that belong to the construction Contractor and that include, but are not limited to, full responsibility for the techniques and sequences of construction and the safety precautions related to the construction and commissioning of the work.

ARTICLE 5
FAA FEDERAL CLAUSES

5.01 SUCCESSORS AND ASSIGNMENTS

A. The CLIENT and J-U-B each binds itself and its partners, successors, executors, administrators and assigns to the other parties to this Agreement, and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement.

B. It is understood by the CLIENT and J-U-B that the FAA is not a party to this Agreement and will not be responsible for engineering costs except as should be agreed upon by the CLIENT and the FAA under a Grant Agreement for the PROJECT.

C. This Agreement may not be assigned except upon specific prior written consent of the CLIENT.

5.02 TERMINATION

A. TERMINATION FOR CONVENIENCE

The CLIENT may, by written notice to J-U-B, terminate this Agreement for its convenience and without cause or default on the part of J-U-B. Upon receipt of the notice of termination, except as explicitly directed by the CLIENT, J-U-B must immediately discontinue all services affected.

Upon termination of the Agreement, J-U-B must deliver to the CLIENT all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by J-U-B under this contract, whether complete or partially complete.

CLIENT agrees to make just and equitable compensation to J-U-B for satisfactory work completed up through the date J-U-B receives the termination notice. Compensation will not include anticipated profit on non-performed services.

CLIENT further agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

B. TERMINATION FOR CAUSE

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party 7 days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by CLIENT**: The CLIENT may terminate this Agreement for cause in whole or in part, for the failure of J-U-B to:

1. Perform the services within the time specified in this contract or by CLIENT approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, J-U-B must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, J-U-B must deliver to the CLIENT all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by J-U-B under this contract, whether complete or partially complete.

CLIENT agrees to make just and equitable compensation to J-U-B for satisfactory work completed up through the date J-U-B receives the termination notice. Compensation will not include anticipated profit on non-performed services.

CLIENT further agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the CLIENT determines J-U-B was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the CLIENT issued the termination for the convenience of the CLIENT.

b) **Termination by Consultant**: J-U-B may terminate this Agreement for cause in whole or in part, if the CLIENT:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to J-U-B in accordance with the terms of this Agreement;
3. Suspends the Project for more than 120 days due to reasons beyond the control of J-U-B.

Upon receipt of a notice of termination from J-U-B, CLIENT agrees to cooperate with J-U-B for the purpose of terminating the agreement or portion thereof, by mutual consent. If CLIENT and J-U-B cannot reach mutual agreement on the termination settlement, J-U-B may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the CLIENT's breach of the contract.

In the event of termination due to CLIENT breach, the Consultant is entitled to invoice CLIENT and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by J-U-B through the effective date of termination action. CLIENT agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

5.03 CERTIFICATIONS OF J-U-B AND CLIENT

A. The CLIENT and J-U-B hereby certify that J-U-B has not been required, directly or indirectly, as an expressed or implied condition in connection with obtaining or carrying out this contract, to:

1. employ or retain, or agree to employ or retain, any firm or persons; or
2. pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind.

B. A signed "Certificate for Contracts, Grants, Loans, and Cooperative Agreements" is included with this agreement.

5.04 TAX DELINQUENCY AND FELONY CONVICTIONS

J-U-B certifies, by submission of this proposal or acceptance of this contract, that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

J-U-B further represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

5.05 GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

5.06 CIVIL RIGHTS TITLE VI - NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, J-U-B, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance: In** the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    1) Withholding payments to the Contractor under the contract until the Contractor complies; and/or

    2) Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

5.07 TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 .U.S.C. § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

5.08 DISADVANTAGED BUSINESS ENTERPRISE (49 CFR Part 26)

J-U-B nor any subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to: Withholding monthly progress payments and or Assessing sanctions.

Prompt Payment (49 CFR § 26.29

J-U-B agrees to pay each subconsultant under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the Consultant receives from Sponsor. J-U-B agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Subconsultant This clause applies to both DBE and non-DBE subcontractors.

5.09 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (49 CFR Part 20, Appendix A)

A. No Federal appropriated funds shall be paid, by or on behalf of J-U-B, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal grant, contract, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal contract, loan, grant, or cooperative agreement, J-U-B shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. J-U-B shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

5.10 ACCESS TO RECORDS AND REPORTS

J-U-B must maintain an acceptable cost accounting system. J-U-B agrees to provide the CLIENT, the FAA, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of J-U-B which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. J-U-B agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

5.11 TRADE RESTRICTION CERTIFICATION (49 CFR Part 30)

By submission of an offer, J-U-B certifies that with respect to this solicitation and any resultant contract, the Offeror -

A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and

C. has not entered into any subcontract for any product to be used on the Federal public works project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

J-U-B must provide immediate written notice to the CLIENT if J-U-B learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. J-U-B shall require subconsultants provide immediate written notice to J-U-B if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a subconsultant:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or

2) whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or

3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J-U-B agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. J-U-B may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless J-U-B has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that J-U-B or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the CLIENT cancellation of the contract or subcontract for default at no cost to the CLIENT or the FAA.

5.12 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

J-U-B certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. For each lower tier subcontract that exceeds $25,000 as a "covered transaction", J-U-B shall verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. J-U-B will accomplish this by:

1) Checking the System for Award Management at website: http://www.sam.gov
2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

5.13 OCCUPATIONAL HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. J-U-B shall provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. J-U-B retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). J-U-B will address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

5.14 FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

J-U-B has full responsibility to monitor compliance to the referenced statute or regulation. J-U-B will address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

5.15 VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), J-U-B and all sub-tier consultants must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

5.16 CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

J-U-B certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, J-U-B has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322

5.17 TEXTING WHILE DRIVING.

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" and DOT Order 3902.10 “Text Messaging While Driving” FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

J-U-B has in place a policy within J-U-B Accident Prevention plan that prohibits all employees from texting and driving. J-U-B shall include these policies in each third party subcontract exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

5.18 HUMAN TRAFFICKING

A. J-U-B, J-U-B’s employees, and subcontractors may not engage in severe forms of trafficking in persons during the period of time that the FAA award is in effect, procure a commercial sex act during the period of time that the award is in effect, or use forced labor in the performance of the award or sub-awards under the award.

B. For the purpose of this award term, “employee” includes:

   1. An individual employed by you or a sub-recipient who is engaged in the performance of the project or program under this award

   2. Another person engaged in the performance of the project or program under this award and not compensated by you, including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

C. For the purposes of this award term only, “forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

D. For the purposes of this award term only, “severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at Section 103 of the TVPA, as amended (22 U.S.C. 7102).

5.19 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)]

5.20 PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems

5.22 CLEAN AIR AND WATER POLLUTION CONTROL

J-U-B agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). J-U-B agrees to report any violation to the CLIENT immediately upon discovery. The CLIENT assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

J-U-B will include this requirement in all subcontracts that exceed $150,000.

IN WITNESS WHEREOF, the CLIENT and J-U-B hereto have made and executed this AGREEMENT as of the day and year first above written.

CLIENT:

CITY OF CALDWELL, IDAHO

BY: _____

Name: Eric Phillips

Title: Mayor

ATTEST

Name: Kristina Buchan

Title: City Clerk

J-U-B:

J-U-B ENGINEERS, Inc.

By: _____

Name: Toby Epler, P.E.

Title: Vice President

ATTEST

Name: Teresa Eccles

Title: Administrative Assistant, Sr.

Applicable Attachments or Exhibit to this Agreement are indicated as marked

- ☒ **Certification For Contracts Grants, Loans, and Cooperative Agreements**
- ☒ **J-U-B Debarment Lookup**
- ☒ **Attachment 1 –** Scope of Services, Basis of Fee and Schedule
- ☒ **Attachment 1A** – Detailed Scope of Work
- ☒ **Attachment 1B** – Fee Breakdown
- ☐ **Attachment 2** – Special Provisions
- ☒ **Exhibit A –** Construction Phase Services
- ☐ _____

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed: _____ Date: _____
Sponsor's Authorized Representative

Title: Mayor, City of Caldwell Idaho

An official website of the United States government Here's how you know

Scheduled SAM Maintenance
Feb 25, 2026
SAM.gov will undergo planned maintenance on Friday, February 27th, 2026 from 8:00 PM to 11:00 PM EST. Users in SAM.gov will be unable to complete Entity Registrations and Exclusions during this window. Thank you for your understanding.

See All Alerts

Entity Registration
Exclusions
Active Exclusions
Responsibility / Qualification

Entity Information

J-U-B ENGINEERS INC

Active Registration

Unique Entity ID
WU2TGK7D3J49

CAGE/NCAGE
0KJY0

Expiration Date
Nov 10, 2026

Physical Address
2760 W Excursion LN
Meridian, Idaho
83642-5750, United States

Mailing Address
2760 W Excursion Lane
Suite 400
Meridian, Idaho
83642, United States

Purpose of Registration
All Awards

Version
Current Record

EXCLUSIONS

There may be instances when an individual or firm has the same or similar name as your search criteria, but is actually a different party. Therefore, it is important that you verify a potential match with the excluding agency identified in the exclusion's details. To confirm or obtain additional information, contact the federal agency that took the action against the listed party. Agency points of contact, including name and telephone number, may be found by navigating to the Agency Exclusion POCs page within Help.

Active Exclusions

There are no active exclusion records associated to this entity by its Unique Entity ID.



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J·U·B ENGINEERS, INC.

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES – (FAA FORMAT)

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Rehabilitate Taxiway C – Phase 2 (Bidding and Construction)
AIRPORT NAME: Caldwell Executive Airport
CLIENT: Caldwell, Idaho
A.I.P. NUMBER: : 3-16-0045-043/044-2026
J-U-B PROJECT NUMBER: _____
CLIENT PROJECT NUMBER: _____

ATTACHMENT TO
☒ **AGREEMENT DATED: _____; or**
☐ **AUTHORIZATION FOR ADDITIONAL SERVICES #X; DATED: _____**

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

FAA AIP 3-16-0045-043-2026 included the Bidding and Construction Engineering Services for the following Items:

- Rehabilitate the central 2,000 feet of Taxiway C including new fillet design.
- Project will be funded using companion grants of both an IIJA and AIP Grant.
- The project was designed under a separate project in FY 2025.

A detailed Scope of Services is provided in Attachment 1A – Detailed Scope of Work.

PART 2 - BASIS OF FEE

A. CLIENT shall pay J-U-B for the identified Services in PART 1 as follows:

1. **Bidding and Construction Phase**

   a. The CLIENT shall compensate J-U-B for the Bidding and Construction Phase, on a Cost-Plus-Fixed-Fee basis. The CLIENT shall reimburse J-U-B for the following items:

      i. **Payroll Cost:** Actual salaries paid J-U-B's employees, without markup, for the time such employees are directly used on work necessary to fulfill the terms of this AGREEMENT. At the request of the CLIENT, a list of names of personnel actually working on this project and their salaries shall be submitted prior to the start of work on the project and shall be updated as needed to reflect any reasonable salary increases, promotions and other payroll adjustments during the course of this work.

      ii. **Payroll Additives:** Additives representing the employee benefits based on payroll cost shall be computed as a percentage of the payroll cost above. For the purposes of this AGREEMENT, that additive shall be 64.08 percent of the payroll cost based on existing audits, cost data, and other information mutually agreed to by both parties. This factor is subject to adjustment by the parties based on audits occurring during the life of this AGREEMENT. Independently prepared cost data shall be submitted, at the request of the CLIENT, at intervals not less than every 18 months to support the payroll additives for this AGREEMENT.

iii. **General and Administrative Overhead Cost:** These overhead costs shall be in accordance with Federal requirements contained in the 41 CFR 1-15. These costs shall be computed at 117.52 percent of the payroll costs above. This percentage may be adjusted by the parties based on audits occurring during the life of this AGREEMENT. Independently prepared cost data shall be submitted, at the request of the CLIENT, at intervals not less than every 18 months to support the General and Administrative Overhead for this AGREEMENT.

iv. **Direct Cost and Out-of-Pocket Cost:** These costs shall be directly related to this project and determined in accordance with Federal requirements contained in 41 CFR 1-15.

v. **Fixed Fee:** The Fixed Fee for performance completed under this task shall be twenty-five thousand nine hundred eighty-five dollars and zero cents. ($25,985.00). Should there be a change in the scope of work under this AGREEMENT; the fixed fee shall be negotiated with an appropriate adjustment for change in the scope of work. Additional fixed fees, as approved as a portion of Supplemental Engineering Agreements, shall be in addition to the above agreed upon amount. FAA participation in those costs is conditioned on their approval of the increased costs.

2. Total Project Fees. Total fees as outlined above are one hundred eighty-five thousand forty-nine dollars and zero cents ($185,049.00). See Attachment 1B for a detailed fee breakdown.

PART 3 - SCHEDULE OF SERVICES

J-U-B will perform all services according to the following schedule:

Bidding Schedule: March 2026

Construction Schedule: Summer/Fall 2026

Project Close-Out Schedule: Winter 2026/2027.

This Agreement shall be in effect from March 10, 2026 to February 1, 2027. In the event the services described shall not be completed during the term of this Agreement, the Agreement shall be amended.

This schedule shall be equitably adjusted as the PROJECT progresses, allowing for changes in scope, character or size of the PROJECT requested by the CLIENT or for delays or other causes beyond J-U-B's control.

For internal J-U-B use only:

PROJECT LOCATION (STATE): Idaho
TYPE OF WORK: Federal
R&D: No

GROUP: Airport
PROJECT DESCRIPTION(S)**:**

A. Airport (A05)

B. Choose an item.

J·U·B ENGINEERS, INC.

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Attachment 1A – Detailed Scope of Work

PROJECT NAME: Rehabilitate Taxiway C – Phase 2 (Bidding and Construction)
AIRPORT NAME: Caldwell Executive Airport
CLIENT: Caldwell, Idaho
A.I.P. NUMBER: 3-16-0045-043/044-2026
J-U-B PROJECT NUMBER: _____
CLIENT PROJECT NUMBER: _____

ATTACHMENT TO:
☒ **AGREEMENT DATED: _____; or**
☐ **AUTHORIZATION FOR ADDITIONAL SERVICES #X; DATED:**

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

FAA AIP 3-16-0045-043-2026 included the Bidding and Construction Engineering Services for the following Items:

- Rehabilitate the central 2,000 feet of Taxiway C including new fillet design.
- Project will be funded using companion grants of both an IIJA and AIP Grant.
- The project was designed under a separate project in FY 2025.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 010: Project Formulation Phase

1. Assist the CLIENT with Project Scope development and formulation. J-U-B will prepare a Scope of Services narrative and detailed description of all work tasks for CLIENT and FAA review and approval. Discuss review comments and revise accordingly.
2. Prepare a listing of work tasks in a spreadsheet with person-hours, hourly rates, expenses, and costs based on the Scope of Services. This spreadsheet will be used for both J-U-B and the Independent Fee estimate. J-U-B shall prepare a detailed cost proposal on the spreadsheet, based on estimates of work to accomplish the Scope of Services.
3. Provide the CLIENT and the Independent Fee Estimator (IFE) with a blank person-hour spreadsheet, Scope of Services, Project Layout Map, and overall project estimate.
4. Prepare an Agreement for Professional Services for submittal and review by the CLIENT and FAA, including the FAA Professional Service Agreement Checklist. The Agreement shall be comprehensive in description of services and responsibilities of all contract parties.
5. Assist CLIENT with preparation and submittal of two (2) FAA Grant Application for Federal Assistance for both IIJA and AIP Grants. The project, including estimated project costs, drawings, and a schedule for FAA submittal prior to beginning of the project.

6. Assist CLIENT in the submittal of two (2) FAA Sponsor Certifications for both IIJA and AIP Grants.. These include the “Selection of Consultants”, “Project Plans and Specifications”, “Drug Free Workplace”, “Equipment/Construction Contracts”, “Disclosure Regarding Potential Conflicts” and “Construction Project Final Acceptance”.
7. Prepare and submit four (4) FAA Quarterly Performance Reports and two (2) Fiscal Year End Financial FAA 271 and 425 forms throughout the project.
8. Attend eight (8) meetings with the Airport Advisory Board and/or City Council during the project in order to keep Airport personnel and management abreast of the progress of the projects. Meetings will be attended in person.
9. Assist CLIENT in preparation and processing of monthly Request for Reimbursement (RFR) by submitting data as described. It is anticipated that the CLIENT will prepare and process eight (8) sets of RFR ‘packages’ for this project. J-U-B will provide documentation of costs for the CLIENT’s use in performing the Request for Reimbursements including consultant invoices, reimbursement spreadsheet and Standard Form 271.

B. **Task 020: Bidding Phase**

1. Administer the public bid advertisement process including bid document reproduction and distribution of documents to plan rooms, contractors and suppliers. Submit advertisements to appropriate newspaper(s) and trade magazines as required for publication. Maintain a “bidders list” and distribute plans as requested.
2. Provide Pre-Bid Conference coordination to familiarize bidders and interested parties with the construction project scope and requirements. Prepare a detailed agenda and displays, prepare and issue conference minutes. It is anticipated that J-U-B will conduct this meeting at the Airport.
3. Prepare Bid Addendums. Addenda are normally required in response to Contractor questions and/or design changes initiated by the CLIENT and/or the FAA. Engineering estimate includes costs for the preparation of two Addendums.
4. Respond to questions that arise during the Contractor’s or supplier’s bid preparation process.
5. Assist the CLIENT in conducting the project Bid Opening as required, including preparation of a Project Bid Summary. It is anticipated that J-U-B will coordinate and attend this meeting at the Airport.
6. Prepare detailed Bid Tabulations documenting bid results and submit to CLIENT and the FAA.
7. Assist the CLIENT with review and analysis of bids received. J-U-B will determine his opinion on “responsiveness” of bid submittal. Provide letter of recommendation of award along with price/cost analysis in accordance with FAA Order 5100.38D-Appendix U to CLIENT. Advise the CLIENT of possible action in cases where bids exceed budget for the work to be performed by the Contractor.

C. **Subtask 030: Construction Phase**

1. Prepare and distribute Notice of Award, Construction Agreement and other contract documents. Review Construction Agreement, bonds and insurance documents submitted by Contractor, and assist CLIENT and Contractor in processing documents for the project.
2. Coordinate with FAA and the CLIENT throughout the award process. Submit bid documentation including copies of all executed contract documents as required by the FAA.
3. Provide pre-construction coordination; prepare a detailed Pre-Construction Conference agenda and displays; conduct a Pre-Construction Conference on behalf of the CLIENT and prepare and issue minutes of the Pre-Construction Conference; include FAA items in conference agenda. It is anticipated that J-U-B will conduct this meeting at the Airport and that the Project Manager and Resident Project Representative will be in attendance. Provide hard copies of project plans and contract documents to the Contractor as required by the contract. Fees for Plans and Specification Production shall be reflected in the “Printing” line on the Fee Breakdown spreadsheet.

4. Review the Contractor's Work Schedule and verify that it is consistent with the requirements of the Contract Documents. Coordinate construction activity schedule with CLIENT and Airport operations.
5. Review submitted shop drawings, Contractor Safety and Security Plan, Quality Control Plan and all submittals required by the Contract Documents. Comment and return all submittals to Contractor for their use and/or revisions and resubmittal.
6. Construction staking shall be provided by the contractor as part of the construction contract. J-U-B will provide benchmarks and horizontal control points for the contractor's use. Prior to start of construction, J-U-B survey crew will provide survey check to confirm design control has not been altered prior.
7. Prepare a Construction Management Plan in accordance with FAA guidelines. Incorporate Contractor's Quality Control Plan information into the plan. Submit document to the FAA and CLIENT for review.
8. Provide one full-time project representative to monitor and document construction activities as appropriate. It is anticipated that J-U-B will provide a Resident Project Representative for a period of 30 working days at 10 hours per day. A second Resident Project Representative will be provided during asphalt paving estimated at 6 working days at 10 hours per day.
9. Organize and conduct weekly construction meetings with CLIENT, Contractor and others as appropriate. The Resident Project Representative and Project Manager will hold these meetings on the construction site. It is assumed that the Resident Project Representative will already be on site and their time will be covered by Subtask 8 in this section. The Project Manager will visit the site once a week to attend this meeting and monitor construction activities. The Project Manager will spend 4 hours total on site each visit for a total of 6 trips.
10. Provide office administration support and assistance to the Resident Project Representative with the Project Manager or Office Administration as field activities may require.
11. J-U-B shall receive and review the Contractor's monthly requests for payment. J-U-B shall determine whether the amount requested reflects the progress of the Contractor's work and is in accordance with the contract for construction. A total of three (3) monthly pay requests and one (1) final pay request are anticipated for this project.
12. Monitor and coordinate Contractor Quality Control Testing Program pursuant to current FAA specifications for Quality Control and Quality Assurance. It is anticipated that J-U-B will monitor and test for Quality Assurance testing on asphalt placement only, through the use of a subconsultant. Fees for the Geotechnical Testing Firm Subconsultant shall be reflected in the "Subconsultant" line below.
13. The pavement contract on this project is expected to exceed $500,000; as such a Quality Control (QC)/ Quality Assurance (QA) Workshop shall be moderated by the ENGINEER in accordance with the latest version of AC 150/5370-12. It is assumed that the Project Manager will attend the meeting by phone and the Resident Project Representative will attend the meeting in person.
14. Assist CLIENT with review of Contractor Wage and EEO documentation review. Conduct Wage interviews with Contractor personnel as required.
15. Coordinate with CLIENT and FAA throughout the construction process. Submit required construction documentation, including weekly activity report forms, mix designs, change orders, etc. Coordinate with CLIENT and FAA verbally concerning change orders, as required.
16. Prepare Contract Change Order/Supplemental Agreements in accordance with FAA Order 5100.38D-Appendix U. Conduct services associated with evaluation, negotiation, and preparation and processing of Contract Change Orders or Supplemental Agreements. Cost estimate is based on the production of two Change Orders.
17. Conduct final and substantial completion inspections. Substantial and Final Completion inspections will be conducted by the Resident Project Representative and the Project Manage.

Produce substantial and final completion inspection certificates and field review and documentation of "punch list" items. It is assumed that the Project Manager will conduct the substantial completion inspection during a weekly visit mentioned in item #9 above and a separate trip will be required for the final completion inspection. It is assumed that the Resident Project Resident will be on site under item #9 for both inspections.

18. Prepare Record drawings of "As Constructed" revisions to Design and Construction Drawings for project improvements as provided by the contractor. Provide CLIENT and FAA with copies of Record Drawings and one electronic copy to be submitted to the FAA as required. Provide CLIENT with one set of prints of Record Drawings.

D. **Subtask 040: Project Closeout Phase**

1. Prepare the final project report and close-out documents for both IIJA and AIP grants according to FAA requirements and submit to CLIENT and FAA.
2. Prepare an Airport Layout Plan Set (ALP) Revision to document improvements. A draft copy of the revised ALP will be submitted to the FAA and CLIENT for review. Upon review and comment changes, copies with be distributed to the FAA and CLIENT for signatures.
3. Report Disadvantaged Business Enterprise (DBE) project participation to FAA Civil Rights including all calculations and background information for review and approval. (Assume 2-years of Annual Reports).
4. Assist and coordinate with independent auditors in locating appropriate documents for performing A-133 annual audit. In addition to finding appropriate project files, answer questions as required.
5. Provide assistance to the CLIENT in assessing, costing, and updating the five-year Capital Improvement Plan for submittal to the FAA Airport District Office and Idaho Department of Transportation. It is anticipated that J-U-B will coordinate and attend ACIP meeting via teleconference.

PART 3 - ASSUMPTIONS AND EXCEPTIONS

- Project was designed under a previous grant.
- No SMS plan is required on this project during the design or other portions of the project.
- No initial AGIS survey is required for this project.

ATTACHMENT 1B

PROJECT TITLE: FY 2026 Caldwell Taxiway C Rehab Project (Bidding & Construction Services)
CLIENT: City of Caldwell , Idaho
JOB NUMBER: AIP/IIJA: 3-16-0045-043/044-2026
DATE: January 28, 2026

J-U-B ENGINEERS FEE ESTIMATE

TASK NO	PROJECT TASK	Principal $300.00	Project Manager $230.00	Engineer $184.00	Designer $176.00	EIT $144.00	Survey PLS $224.00	2-Person Survey Crew $280.00	Con. Observer $137.00	Clerical $91.00	Trips	TOTAL HRS	TASK COSTS
A.	**Project Formulation Phase**												
1	Project Scope Development & Formulation	1	6	0	0	0	0	0	0	0		7	$1,680.00
2	Prepare Cost Proposal	1	6	2	0	0	0	0	0	0		9	$2,048.00
3	Prepare IFE Information	0	4	0	0	0	0	0	0	0		4	$920.00
4	Prepare Professional Service Agreement	1	4	0	0	0	0	0	0	4		9	$1,584.00
5	Prepare FAA Grant Application (2 Grants)	0	4	8	0	0	0	0	0	4		16	$2,756.00
6	Prepare FAA Sponsor Certifications (2 Grants)	0	0	4	0	0	0	0	0	2		6	$918.00
7	Grants)	0	10	10	0	0	0	0	0	0		20	$4,140.00
8	Attend City Meetings	0	16	0	0	0	0	0	0	0	4	16	$3,680.00
9	Assist with Request for Reimbursements	0	8	0	0	0	0	0	0	8		16	$2,568.00
B.	**Bidding Phase**												
1	Administer Bid Advertisement Process	0	8	8	0	0	0	0	0	10		26	$4,222.00
2	Conduct Pre-Bid Conference	0	6	6	0	0	0	0	0	0	1	12	$2,484.00
3	Prepare Bid Addendums	0	4	8	0	0	0	0	0	4		16	$2,756.00
4	Respond to Contractor's Bid Questions	0	16	4	0	0	0	0	0	4		24	$4,780.00
5	Assist with Bid Opening	0	4	0	0	0	0	0	0	0	1	4	$920.00
6	Prepare Bid Tabulations	0	2	4	0	0	0	0	0	4		10	$1,560.00
7	Review and Analyze Bids	0	4	2	0	0	0	0	0	2		8	$1,470.00
C.	**Construction Phase**												
1	Prepare Construction Award Documents	0	2	8	0	0	0	0	0	0		10	$1,932.00
2	Coordinate with FAA & Client on Award	0	2	2	0	0	0	0	0	2		6	$1,010.00
3	Conduct Pre-Construction Conference	0	6	4	0	0	0	0	4	0	1	14	$2,664.00
4	Review & Coordinate Contractor Schedule	0	0	4	0	0	0	0	2	0		6	$1,010.00
5	Review Shop Drawings & Submittals	0	2	14	0	0	0	0	4	0		20	$3,584.00
6	Provide Survey Construction Control	0	0	0	0	0	2	8	0	0	1	10	$2,688.00
7	Prepare Construction Management Plan	0	4	12	0	6	0	0	4	4		30	$4,904.00
8	Provide Project Representative	0	0	66	0	0	0	0	330	0	36	396	$57,354.00
9	Weekly Construction Meetings	0	24	0	0	0	0	0	0	0	7	24	$5,520.00
10	Provide Office Administration Support	0	18	0	0	0	0	0	0	18		36	$5,778.00
11	Review Contractor's Pay Request	0	6	6	0	0	0	0	0	0		12	$2,484.00
12	Monitor & Coordinate QC/QA Testing	0	4	20	0	0	0	0	0	2		26	$4,782.00
13	Conduct QC/QA Workshop	0	3	5	0	0	0	0	3	0	1	11	$2,021.00
14	Review Contractor Wage & EEO Docs	0	0	16	0	0	0	0	0	16		32	$4,400.00
15	Coordinate with FAA & Client	0	8	0	0	0	0	0	0	0		8	$1,840.00
16	Prepare Construction Change Orders	0	6	6	0	0	0	0	0	0		12	$2,484.00

ATTACHMENT 1B

PROJECT TITLE: FY 2026 Caldwell Taxiway C Rehab Project (Bidding & Construction Services)
CLIENT: City of Caldwell , Idaho
JOB NUMBER: AIP/IIJA: 3-16-0045-043/044-2026
DATE: January 28, 2026

J-U-B ENGINEERS FEE ESTIMATE

TASK NO	PROJECT TASK	Principal $300.00	Project Manager $230.00	Engineer $184.00	Designer $176.00	EIT $144.00	Survey PLS $224.00	2-Person Survey Crew $280.00	Con. Observer $137.00	Clerical $91.00	Trips	TOTAL HRS	TASK COSTS
17	Conduct Final & Substantial Completion	0	12	0	0	0	0	0	0	0	4	12	$2,760.00
18	Prepare Record Drawings	0	2	4	16	0	0	0	0	0		22	$4,012.00
D.	**Project Close Out Phase**												
1	Prepare Final Project Report (2 Grants)	0	8	30	0	10	0	0	8	6		62	$10,442.00
2	Update and Submit ALP Set	0	4	8	16	0	0	0	0	2		30	$5,390.00
3	Report DBE Project Participation	0	2	6	0	0	0	0	0	0		8	$1,564.00
4	Assist with A-133 Audit	0	4	0	0	0	0	0	0	4		8	$1,284.00
5	Assist in Updating 5-Year CIP	0	10	10	4	0	0	0	0	0	1	24	$4,844.00
LABOR:													
	Labor + Direct Overhead Subtotal + Profit	3	229	277	36	16	2	8	355	96		1022	$173,237.00

EXPENSES:	Cost Per Unit	Trips	Days	Hours	Trip Miles	Markup	
Mileage	$0.700	57			40	1.0	$1,596.00
Hotel	$0.00		0			1.0	$0.00
Per Diem	$0.00		0			1.0	$0.00
Survey Equipment Rate	$53.94			4		1.0	$215.76
Printing	$0.00					1.0	$0.00

SUBCONSULTANTS:							
1	Geotechnical Testing Firm - QA Asphalt Testing				$10,000	1.0	$10,000.00
2						1.0	$0.00
3							

Subtotal - Labor + Overhead + Fixed Fee	$173,237.00
Subtotal - Expenses	$1,811.76
Subtotal - Subconsultants	$10,000.00
Total - FY 2026 Caldwell Taxiway C Rehab Project (Bidding & Construction Services)	**$185,049.00**

J-U-B ENGINEERS, INC.

Standard Exhibit A – Construction Phase Services

Client Name: City of Caldwell, Idaho

Project: Rehabilitate Taxiway C – Phase 2 (Bidding and Construction)

The FAA Agreement for Professional Services dated _ is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'FAA Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

☒ Yes
☐ No

1. *General Administration of the Contract Documents.* Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

☒ Yes
☐ No

2. *Pre-Construction Conference.* Participate in a pre-construction conference.

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:

☐ Yes
☒ No

a. Periodic Site Visits by J-U-B. Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.

☒ Yes
☐ No

b. Resident Project Representative ("RPR"). When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

☒ Yes
☐ No

4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

☒ Yes
☐ No

5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

☒ Yes
☐ No

6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.

☒ Yes
☐ No

7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

☒ Yes
☐ No

8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.

☒ Yes
☐ No

9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).

☒ Yes
☐ No

10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.

☒ Yes
☐ No

11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.

☒ Yes
☐ No

12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.

☒ Yes
☐ No

13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.

☒ Yes
☐ No

14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.

☒ Yes
☐ No

15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

General Limitation of Responsibilities. J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

☐ Yes
☒ No

1. *Testing/Adjusting Systems.* Provide assistance in connection with the testing and adjusting of equipment or systems.

☐ Yes
☒ No

2. *Operate/Maintain Systems.* Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.

☐ Yes
☒ No

3. *Control Procedures.* Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.

☐ Yes
☒ No

4. *O&M Manual.* Assist CLIENT in preparing operating, maintenance, and staffing manuals.

☒ Yes
☐ No

5. *Defective Work.* Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.

☒ Yes
☐ No

6. *Record Surveying.* Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings.

☒ Yes
☐ No

7. *Record Drawings.* Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor.

☒ Yes
☐ No

8. *Warrantee Inspection.* In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction.

☒ Yes
☐ No

9. *Additional Tasks.* Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.

2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.

3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.

4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.

5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.

6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.

7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).

8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).

9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.

10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff may provide full-time representation or may provide representation to a lesser degree.

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to provide further protection for CLIENT against defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.

2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with CLIENT concerning acceptability of such schedules.

3. *Conferences and Meetings.* When requested by CLIENT to do so, attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.

4. *Liaison.* Serve as J-U-B's liaison with CLIENT.

5. *Interpretation of Contract Documents.* Report to CLIENT when clarifications and interpretations of the Contract Documents are needed.

6. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.

7. *Modifications.* Consider and evaluate contractor's suggestions for modifications to Drawings or Specifications and report, with RPR's recommendations, to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.

8. *Review of Work and Rejection of Defective Work.*

   a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.

   b) Report to CLIENT whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. Advise CLIENT of that part of the Work that RPR believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval**.**

9. *Inspections, Tests, and System Startups.*

   a) Advise CLIENT in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.

   b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel and that contractor maintain adequate records thereof.

   c) Observe, record, and report to CLIENT appropriate details relative to the test procedures and system start-ups.

   d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to CLIENT.

10. Records.

   a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.

   b) Prepare a daily report or keep a diary or log book, recording contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to CLIENT.

   c) Maintain accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

   d) Maintain records for use in preparing documentation of the Work.

   e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to CLIENT.

11. *Reports.*

    a) Furnish to CLIENT periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

    b) Present to CLIENT proposed Change Orders, Work Change Directives, and Field Orders.

    c) Furnish to CLIENT copies of all inspection, test, and system startup reports.

    d) Report immediately to CLIENT the occurrence of any Site accidents, emergencies, acts of God endangering the Work, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.

12. *Payment Request:* Review Applications for Payment for compliance with the established procedure for their submission and forward with recommendations to CLIENT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals, and other data required by the Specifications to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to CLIENT for review.

14. *Completion.*

    a) Before issuing a Certificate of Substantial Completion, submit to CLIENT a list of observed items requiring completion or correction.

    b) Observe whether contractor has arranged for inspections required by laws and regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Project.

    c) Participate in a final inspection in the company of CLIENT and contractor and prepare a final list of items to be completed or corrected with respect to the Work.

    d) Observe whether all items on final list have been completed or corrected and make recommendations to CLIENT concerning acceptance and issuance of CLIENT's Final Notice of Acceptability of the Work.

The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services .

3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.

6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized.

7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.

8.. Authorize CLIENT to occupy the Work in whole or in part.

CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.

2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.

3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.

4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.

5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

INDEMNIFICATION

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J U B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J U B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J U B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.

RESOLUTION NO. _____

APPROVE RESOLUTION FOR THE FAA AIP GRANT APPLICATION FOR AIP 3-16-0045-043/044-2026, J-U-B ENGINEERING SERVICES IN THE AMOUNT OF $185,049.00

THEREFORE, BE IT HEREBY RESOLVED by the Mayor and Council of the City of Caldwell, Idaho, that the Caldwell City Council accepts the grant award as hereto attached.

PASSED BY THE COUNCIL of the City of Caldwell, Idaho, this 16th day of March 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho, this 16th day of March 2026.

Approved,

By _____
Eric Phillips, Mayor

ATTEST:

By _____
Kristina Buchan, City Clerk

Memorandum

To:

City Council

Meeting Date:

March 16, 2026

Item Name:

Approve the Resolution Authorizing Wastewater Treatment Plant Equipment Storage Bldg proposal for the budgeted amount of $158,746.00

Summary Statement:

The amount of growth in Caldwell is evident. That growth creates needs in every area of our city, including growth of the Wastewater Treatment Plant and Collections System.

The growth will also require us to meet the needs of accommodating the necessary increase heavy equipment to maintain City services. This proposal requests funds for the design and build of a new equipment storage building at the Wastewater Treatment Plant (WWTP).

The building will house all the heavy equipment that is used to service and maintain the WWTP and collection system.

Recommended Action:

Approve the Wastewater Treatment Plant Equipment Storage Bldg proposal for $158,746.00

Budget: Finance Review
Budgeted

Cost Impact: 158,746.00
Funding Source: WWTP 72-8-27-100-87200
Timeline: Early 2026

Attachments:

1. Resolution Equipment Storage Lean-to Proposal 2026.doc (002)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CALDWELL, IDAHO, to approve the purchase of the Wastewater Treatment Plant Equipment Storage Building Proposal of $158,746.00.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Caldwell, Idaho, that the Caldwell City Council authorizes the purchase of the Wastewater Treatment Plant Equipment Storage Bldg. for $158,746.00

PASSED BY THE COUNCIL of the City of Caldwell, Idaho

APPROVED BY THE MAYOR of the City of Caldwell, Idaho

Approved

By _____

Mayor

ATTEST:

By _____

City Clerk

Memorandum

To:

City Council

Meeting Date:

March 16, 2026

Item Name:

Approve the Resolution accepting the Wastewater Treatment Plant Administration Building Design Proposal of Bowen Collins Associates for $334,000.00

Summary Statement:

The amount of growth in Caldwell is evident. That growth creates needs in every area of our city, including growth of the Wastewater Treatment Plant and Collections System.

The growth will also require us to meet the needs of accommodating the necessary increase in staff. This proposal requests funds for design of a new administration building at the Wastewater Treatment Plant (WWTP).

The building will house operations staff as well as the space for staff resources, including a conference room, break room, locker rooms and space for facility-wide training. The new building will need to be accompanied by a parking area and surrounding landscape restorations.

Recommended Action:

Approve the Wastewater Treatment Plant Administration Building Design Proposal for $334,000.

Budget: Finance Review
Budgeted

Cost Impact:	334,000.00
Funding Source:	WWTP 72-8-27-100-87200
Timeline:	Early 2026

Attachments:

1. Resolution Admin Bldg Design Proposal 2026.doc (002)
2. WWTP Admin Building Design Proposal

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CALDWELL, IDAHO, to approve the purchase of the Wastewater Treatment Plant Administration Building Design Proposal of Bowen Collins Associates for $334,000.00

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Caldwell, Idaho, that the Caldwell City Council authorizes the purchase of the Wastewater Treatment Plant Administration Building Design Proposal of Bowen Collins Associates.
for $334,000.00

PASSED BY THE COUNCIL of the City of Caldwell, Idaho

APPROVED BY THE MAYOR of the City of Caldwell, Idaho

Approved

By _____

Mayor

ATTEST:

By _____

City Clerk

BOWEN COLLINS & ASSOCIATES

776 EAST RIVERSIDE DRIVE, SUITE 250 • EAGLE, IDAHO 83616
TEL: 208.939.9561 • FAX: 208.939.9571

December 9, 2025

Tony Harmon
City of Caldwell
621 Cleveland Blvd.
Caldwell, Idaho 83605

Subject: Proposal for Engineering Services – Caldwell WWTP Administration Building

Dear Tony:

The City of Caldwell (City) would like to construct a new administration building at their Wastewater Treatment Plant (WWTP) to keep pace with growth of the treatment plant and sewer collection system and staff. The building will house operations staff as well as needed resources including a conference room, break room, locker rooms and space for facility-wide training. The building will be accompanied by a parking area and surrounding landscape restoration. The City has requested that Bowen, Collins & Associates (BC&A) develop a proposed scope of services and fee to provide engineering design services for the new building. The purpose of this letter is to summarize our proposed scope of services and fee for this work.

Scope of Services

1. **Collect and Review Existing Information:** BC&A will collect and review information pertinent to the design, including the location of connection points for onsite sewer, potable water, gas and power.
2. **Preliminary Design:** BC&A will develop a brief Preliminary Design Technical Memorandum (TM) summarizing the design criteria for the new building, including the following amenities requested by City staff: offices, restrooms, locker room, covered outdoor seating, and parking area. BC&A will work with our architect to develop the building's floor layout. We will meet with City staff to review the preliminary design, and will address any comments in a final TM.
3. **Geotechnical Investigation:** BC&A will work with Strata (who performed previous geotechnical studies at the site) to drill two 10-foot deep boreholes and assess the underlying conditions for design of the proposed building. We will provide the City a copy of the geotechnical report as part of the Preliminary Design TM.
4. **Design Progress and Review Meetings:** We will meet with City staff at monthly intervals, and at the 50 and 90 percent stages of design to coordinate, review progress and obtain review comments.
5. **Site Survey:** BC&A will work with our surveyor to obtain a field survey of the existing site with 1-foot contour intervals. The survey will include recent site improvements and will be combined with the previous site survey by J-U-B Engineers.
6. **Final Design Drawings:** BC&A will develop final engineering design drawings for the expansion. We will prepare up to 64 design drawings, including General, Civil, Architectural, Structural, HVAC and Plumbing. We will provide the City with draft drawings for review at the 50 and 90 percent design stages. For the purposes of this proposal, it is our

understanding that the building will be a two-story, insulated masonry block structure, similar to other buildings on the site, including a pitched roof with standing seam metal roofing. A conceptual layout of the interior space was provided to BC&A by the City and has a total area of approximately 12,600 square feet. We will work with the City during the design process to determine code requirements (i.e. energy and building requirements) for the structure.

7. **Final Design Specifications:** We will develop technical specifications for the project. We will also prepare front-end bid and contract documents for the project using City of Caldwell standard bid and contract documents. We will provide the City with draft specifications for review at the 90 percent design stage.
8. **Design Review and Final Bid Documents:** We will meet with City staff and review the design drawings and specifications for the project. We will address comments in final, stamped bid documents.
9. **Bid Period Services:** We will assist the City in preparing an advertisement for bid. We will prepare for and attend a Prebid Conference with contractors, and will prepare addenda as needed to address questions during the bid period. We will attend the bid opening, prepare a bid tabulation, and provide a recommendation to the City for award of the project.
10. **Construction Period Services (not included):** It is our understanding that the City prefers to address construction period services at a later time together with the construction contract, so they are not included in the current scope of services. We can provide construction period services for the project if desired. Services would include preparation for and attendance at a Preconstruction Meeting and regular construction progress meetings; submittal review; review of materials testing reports; construction observations and special inspections (assumed part-time); review of payment requests; and preparation of as-built drawings following construction. It is expected that the building will take 6 to 8 months to construct.

Optional Tasks

11. **Concrete Footings and Grading for Vehicle Storage Structure:** The City is currently working with prefabricated metal building suppliers to identify a suitable prefabricated, three-sided garage structure for storage of vehicles at the WWTP. BC&A is assisting the City with review of proposals from metal building suppliers. The final structure will be approximately 40 feet by 100 feet in plan area. The building will require a concrete foundation. BC&A can provide structural design for the foundation and anchor bolts, using information (loads and reactions) provided by the metal building supplier. We can also provide grading and surface improvement design for the area surrounding the proposed structure. It is our understanding that the City would like a gravel or road base floor (i.e. no pavement or concrete at this time).

12. **Landscape and Walkway for Future Education/Demonstration Area:** Long-term the City would like to develop an education and demonstration area to allow for school and community tours near the new administration building. If desired, BC&A can provide supplemental landscape design for the area south of the new administration building, including a walkway to create a usable space for the City to add educational amenities in the future. The design would focus on basic layout and surface improvements. Specific educational elements would be added later.

We propose to complete these tasks on a cost-reimbursable basis with a fee not to exceed the total shown in the table below. A breakdown of the estimated fee by task is also shown in the table.

Task No.	Description	Fee
1	Collect and Review Existing Information	$3,782
2	Preliminary Design	$13,758
3	Geotechnical Investigation	$11,062
4	Design Progress and Review Meetings	$5,216
5	Site Survey	$9,522
6	Design Drawings	$221,658
7	Design Specifications	$21,854
8	Design Review and Final Bid Documents	$20,198
9	Bid Period Services	$4,860
10	Construction Period Services (not included)	-
	Total:	**$311,910**

Fees associated with optional tasks are summarized in the following table.

Optional Task No.	Description	Fee
11	Footings and Grading for Vehicle Storage Structure	$5,826
12	Landscape and Walkway for Future Education Area	$8,954

One or both of these optional tasks can be added to our scope of services if desired by the City.

BC&A can complete Tasks 1 through 7 over a period of five months. We can complete the remaining tasks so that the project is ready for bid in late summer/early fall of 2026.

We appreciate the chance to continue to work with you. If there is anything in our proposed scope or estimated fee that does not meet your needs, please call.

Sincerely,
Bowen Collins & Associates,

Greg Loscher, P.E.
Principal

pc: Robb MacDonald, Public Works Director

CITY OF
Caldwell, Idaho

ERIC PHILLIPS
Mayor

208.455.3011
(f) 208.455.3003

City Hall
205 South 6th Ave.
Caldwell, Idaho 83605

Post Office Box
P.O. Box 1179
Caldwell, Idaho 83606

For a list of the City Council members, visit:
Website
www.cityofcaldwell.org

March 10, 2026

Homeland Fireworks
PO Box 327
Ontario, OR 97914

RE: Notice of Intent to Award Contract – 4th of July Fireworks Display

Dear Proposers:

On behalf of the City of Caldwell, we write to express the City's sincere appreciation for the submission of your proposal for the 4th of July Fireworks Display Project. We are pleased to inform you that, as the only proposal received, your proposal meets the required technical and financial standards of the Project.

Your proposal was evaluated in accordance with the stated criteria outlined in the Request for Proposals. Based on this evaluation, your proposal was determined to comply with procedures and meet required specifications of the Project. Please note that the objections to the award are due within seven days of this Notice.

Homeland Fireworks will soon receive a letter from the City to begin contract negotiations. We appreciate your participation and look forward to working with you.

Sincerely,

Eric Phillips
Mayor
cc: Tiffany DeFrance
cc: Finance

CITY OF
Caldwell, Idaho

ERIC PHILLIPS
Mayor

208.455.3011
(f) 208.455.3003

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205 South 6th Ave.
Caldwell, Idaho 83605

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Caldwell, Idaho 83606

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March 10, 2026

Valley View Towing
3705 Arthur St
Caldwell, ID 83606

RE: Notice of Intent to Award Contract – Towing Services

Dear Proposers:

On behalf of the City of Caldwell, we write to express the City's sincere appreciation for the submission of your proposal for the Towing Services Project. We are pleased to inform you that, as the only proposal received, your proposal meets the required technical and financial standards of the Project.

Your proposal was evaluated in accordance with the stated criteria outlined in the Request for Proposals. Based on this evaluation, your proposal was determined to comply with procedures and meet required specifications of the Project. Please note that the objections to the award are due within seven days of this Notice.

Valley View Towing will soon receive a letter from the City to begin contract negotiations. We appreciate your participation and look forward to working with you.

Sincerely,

Eric Phillips
Mayor
cc: John Tucker
cc: Damon Rice
cc: Finance

CITY OF
Caldwell, Idaho

ERIC PHILLIPS
Mayor

208.455.3011
(f) 208.455.3003

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205 South 6th Ave.
Caldwell, Idaho 83605

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Caldwell, Idaho 83606

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March 10, 2026

Central Leader Service LLC
2210 N 35th St
Boise, ID 83703

Double J Tree Service LLC, 1901 N Sparrow Hawk Ave, Kuna, ID 83634
Forest Management, Inc. PO Box 190510, Boise, ID 83719
Gig Harbor Tree Service LLC, 3402 Ross Ave, Gig Harbor, WA 98332
Wildwood Tree Care LLC, 1100 Burnett Dr 605, Nampa, ID 83651

RE: Notice of Intent to Award Contract – Memorial Park Tree Pruning

Dear Proposers:

On behalf of the City of Caldwell, we write to express the City's sincere appreciation for the submission of your proposal for the Memorial Park Tree Pruning. All submissions have been reviewed and evaluated in accordance with the RFP criteria, and the evaluation committee has completed its scoring. Based on the results of this evaluation, the City of Caldwell intends to award the contract to the following vendor:

Central Leader Service LLC

Please note that the objections to the award are due within 7 days of this Notice.

We appreciate the time and effort invested by all proposers and thank you for your interest in doing business with the City of Caldwell.

Sincerely,

Eric Phillips
Mayor
cc: Tiffany DeFrance
cc: Finance

Memorandum

To:

City Council

Meeting Date:

March 16, 2026

Item Name:

Approve a revision to the Memorandum of Understanding between the City of Caldwell and Destination Caldwell, Inc.

Summary Statement:

The revisions to the Memorandum of Understanding will amend Section 3, Item 3.4, “Duties and Authority of Caldwell,” to address the provision of general police and fire services to Indian Creek Plaza. It will also amend Section 4, Item 4.2, “Special Events and Right of Way Permits,” to update the events hosted by Destination Caldwell at or near Indian Creek Plaza, including the closure and use of the TVCC Public Parking Lot on an event-by-event basis.

Recommended Action:

The City Engineer has reviewed the revised Memorandum of Understanding and requests that the City Council approves the resolution.

Budget:

Cost Impact:
Funding Source:
Timeline:

Attachments:

1. MOU Destination Caldwell - Revised 3.11.2026
2. Resolution

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Agreement") is made and entered into effective the ~~1st~~ 16th day of ~~_____~~, March, ~~2024~~2026, by and between the CITY OF CALDWELL, IDAHO, an Idaho municipal corporation, of ~~411 Blaine Street~~205 South 6th Avenue, Caldwell, Idaho 83605, hereinafter referred to as "Caldwell," and DESTINATION CALDWELL, INC., an Idaho non-profit corporation, of 119 South 7th Avenue ~~106 S. Kimball Avenue~~, Caldwell, Idaho 83605, hereinafter referred to as "Destination Caldwell."

RECITALS

WHEREAS, Caldwell owns a certain parcel of real property located wholly within the corporate limits of Caldwell, Idaho, addressed as 120 S. Kimball, Ave, Caldwell, Idaho, and commonly known as “Indian Creek Plaza” (“Plaza”), said property being more particularly described in Exhibit “A,” attached hereto and made a part hereof by this reference; and

WHEREAS, Caldwell developed the Plaza as a venue for public gathering and events, which venue includes an ice “ribbon” skating rink, water feature, event stage, and associated infrastructure, and the term Plaza, as used herein, shall include the real property as well as all improvements, fixtures, and appurtenances now existing or hereafter constructed; and

WHEREAS, the Plaza hosts approximately 250 programmed events/activities annually; and

WHEREAS, since the development of the Plaza, Caldwell has contracted with Destination Caldwell to supervise, manage, operate, maintain, and promote the Plaza, and usage of the Plaza, and desires to continue that relationship upon the terms and conditions set forth in this Agreement; and

WHEREAS, the parties desire to update and replace the previous “Memorandum of Understanding” executed between them, effective January 1, 2018, as previously amended, in the manner set forth herein.

NOW, THEREFORE, in consideration of the covenants, representations and warranties herein contained and the Recitals set forth above, which are a material part of this Agreement, and for other good and valuable consideration, the parties agree as follows:

1 TERM

1.1 The term of this Agreement shall be from the effective date hereof until January 1, 2028, and upon the expiration of the said term, this Agreement shall renew automatically for successive one (1) year terms unless and until this agreement is otherwise amended, replaced, or terminated by one or both parties.

2 DUTIES AND AUTHORITY OF DESTINATION CALDWELL

The City hereby relinquishes and grants sole responsibility and authority for the following during the Term of this agreement:

2.1 During the term of this agreement, Destination Caldwell will be solely responsible for the overall supervision and management of the Plaza and all operations occurring thereon.

2.2 During the term of this agreement, Destination Caldwell will, in its sole discretion, supervise, market and promote the Plaza and supervise and direct the business associated with or related to the Plaza's daily operations.

2.3 Destination Caldwell will, in compliance with all state, federal, and local laws, hire, discharge, transfer and supervise all labor and employees required, in Destination Caldwell's sole estimation, to manage the Plaza. All such acts shall be in the name of Destination Caldwell, and any employees, so hired, shall be on the payroll of the Destination Caldwell.

2.4 Subject to the duties undertaken by the City in Section 3, herein, during the term of this agreement, Destination Caldwell will coordinate and bear responsibility for all maintenance and repair of all non-fixture materials and equipment associated with performing Destination Caldwell's duties under this agreement, excepting vehicles, equipment and tools regularly used by the City as it performs its duties under Section 3, herein. Destination Caldwell will coordinate, and the City will finance the routine maintenance, improvements to, and repair of all City owned fixed assets (fixtures), materials, equipment and improvements located at the plaza, including but not limited to, the ice ribbon/rink, ice resurfacing equipment, splash pads, stage, and AV-related equipment, the Zamboni, irrigation and plumbing and other similar improvements associated with the Plaza. Destination Caldwell shall not commit any intentional waste upon or unreasonable damage to the Plaza nor permit any waste upon or damage by its customers, employees, agents, assigns, contractors or those persons going on the Plaza for the purpose of attending or participating in Plaza events.

2.5 Destination Caldwell shall maintain a comprehensive liability insurance policy covering the Plaza during the term of this Agreement with an insurance company licensed by the Idaho Department of Insurance at the sole cost and expense of Destination Caldwell and naming Caldwell as an additional insured. Destination Caldwell shall annually furnish Caldwell with a certificate of such liability insurance stating that said insurance is in full force and effect during the term of this Agreement and any extension hereof Destination Caldwell shall require and obtain certificates of insurance naming Caldwell as an additional insured on all sub-licensee contracts. Insurance provided for in this paragraph shall be for limits of not less than $1,000,000.00 and shall cover both property damage and bodily injury.

2.6 Destination Caldwell will abide by all applicable state and municipal laws relating to the serving and sale of food and alcohol as well as the promotion and holding of events.

2.7 Destination Caldwell will select, contract with, and oversee all vendors, suppliers, and independent contractors and subcontractors for the Plaza and events held there.

2.8 Destination Caldwell will negotiate and enter into such routine agreements as it deems necessary or advisable for the furnishing of services and supplies, and such other agreements which may benefit the Plaza or are deemed by Destination Caldwell to be incidental to the management of the Plaza.

2.9 Destination Caldwell will provide marketing and promotional services including message and media selection, media buys, signage and banners for the Plaza at Destination Caldwell's expense.

2.10 Destination Caldwell will have control over and responsibility for making all decisions in connection with the daily operations of the Plaza.

2.11 Destination Caldwell will arrange, contract for, and pay for all utilities for the operation of the Plaza, other than those specific utilities expressly set forth in Section 3.5, and except to the extent set forth in Section 3.6, below, with respect to payment of all or a portion of costs associated with the provision of electricity/power to the Plaza during the first three years of operation of the Plaza. Destination Caldwell will manage the trash compactor and recycle compactor owned by Caldwell and located across Kimball and to the Southeast of the Plaza. Destination Caldwell will be responsible for maintaining the designated trash receptacle area and keep the area clean of debris on a weekly basis. Destination Caldwell will provide key fobs to downtown businesses, to allow access to said area, as needed. Invoicing and payment for key fobs will be collected by Destination Caldwell. Caldwell owns all trash compactor equipment and is responsible for any maintenance costs associated with said equipment.

2.12 Destination Caldwell will keep and maintain full and adequate books of account, operating statements, and other records reflecting the results of its operation of the Plaza and its expenditure of any funds originating from the Downtown Caldwell Business Improvement District, in accordance with generally accepted accounting principles.

2.13 In coordination with Caldwell, and at all times during the term of this agreement, Destination Caldwell shall have the right to access, occupy, and use the Sweetwater Building, adjacent to the Plaza at 123 S. 7th Ave., for the purpose of fulfilling and carrying out Destination Caldwell's duties under this Agreement, which use and access shall include, but is not limited to, rentals related to the ice ribbon, storage of equipment and materials, and provision of a public restroom. Destination Caldwell and Caldwell shall each be given all necessary keys, codes, or passwords to access and use the Sweetwater Building as provided for herein.

2.14

~~2.13~~

3 DUTIES AND AUTHORITY OF CALDWELL

3.1 Caldwell will reasonably cooperate with Destination Caldwell in the performance of duties under this Agreement, and will execute any documents or instruments reasonably necessary to allow Destination Caldwell to perform its duties and obligations pursuant to this Agreement.

3.2 Caldwell will establish, maintain and, consistent with generally accepted accounting principles, account for a dedicated fund for the purposes described in this Agreement.

3.3 In coordination with Destination Caldwell, Caldwell shall have the right to enter the Plaza at reasonable times to perform ordinary services and other activities related to its duties under this agreement. Both Caldwell and Destination Caldwell shall have keys, codes or passwords for access to all secured areas of the Plaza.

3.4 Caldwell shall provide, at its sole expense, those ordinary services to the Plaza that it provides to other city park facilities, including trash service, irrigation, and general maintenance to all areas of the Plaza, but shall not be responsible for payment of charges resulting from use of power/electricity at the Plaza, as such maintenance and said charges are the responsibility of Destination Caldwell, as set forth hereinbelow. Provided further, Caldwell shall be responsible for repair and replacement, when necessary, of fixtures associated with the Plaza, including but not limited to, the condensers and other equipment related to the ice-skating ribbon, as well as water, plumbing, irrigation, the stage and AV related equipment. Caldwell shall provide general police and fire services to the Plaza as would be provided to other equivalent gathering spaces at no additional expense to Destination Caldwell; provided, however, Destination Caldwell shall provide additional security, when necessary or when required by law, for events, gatherings, and activities occurring at the Plaza.

3.5 Destination Caldwell is responsible for payment of all costs of providing electricity/power to the Plaza, as with respect to all other utilities not expressly assigned to be the responsibility of Caldwell.

3.6 Caldwell shall obtain and maintain general liability insurance coverage for the Plaza under its municipal insurance policy with Idaho Counties Risk Management (ICRMP).

4 SPECIAL EVENTS AND RIGHT OF WAY PERMITS

4.1 As a venue hosting more than the current minimum twelve (12) events per year requiring a Special Event Permit under Chapter 6, Article 23, of the Caldwell City Code, it is anticipated that all of the events hosted at the Plaza by Destination Caldwell will qualify for pre-approval under Section 06-23-02 of the Caldwell City Code. While Destination Caldwell must comply with Section 06-23-02 by submitting a "pre-approved venue application" each year complying with Chapter 6, Article 23, of the Caldwell City Code, the parties will cooperate to ensure that such requirements are met and complied with in a timely manner. Given the unique and cooperative nature of the relationship between the parties, Caldwell agrees to waive any Special Event Permit fees which may otherwise be due under the provisions of Chapter 6, Article 23, of the Caldwell City Code. Further, the parties agree that that said pre-approval and waiver of Special Event Permit fees shall apply to events hosted by Destination Caldwell in those areas expected to be added to the Plaza, including on Arthur from the original Plaza to Indian Creek and 7th Avenue from Arthur to Main.

4.2 Right-of-Way Permits may be required in connection with many of the events hosted by Destination Caldwell at or in the vicinity of the Plaza, including, but not limited to, ~~Spring Eggstravaganza,~~ Rugged Idaho, Farm to Fork Farmer's Market, ~~Hops and Crops & Taste of Caldwell Harvest Festival,~~ Cinco de Mayo, Indian Creek Festival, ~~Dogtoberfest,~~ Taste of Caldwell Wine Festival, Winter Wonderland, Wild West Brewfest, Bam Jam, ~~and~~ Mother's Day Market, Coffee and Cars, HayDay, Fire and Ice, Caldwell Night Rodeo Kickoff, and Reindeer Games. Given the unique and cooperative nature of the relationship between the parties, Caldwell

agrees to waive the fees ordinarily required to be paid in connection with such Right-of-Way Permits~~.~~.Without any limitation to the foregoing, the parties specifically agree that said waiver of fees shall apply with respect to permits required for events hosted by Destination Caldwell in those areas expected to be added to the Plaza, including on Arthur from the original Plaza to Indian Creek, 7th Avenue from Arthur to Main, Main Street from S 7th Avenue to S Kimball Avenue, ~~and~~ S Kimball Avenue from Arthur Street to Main Street, and the TVCC Public Parking Lot. Closures to parking areas will be reviewed for each event to ensure no undue burden to the public and will be evaluated yearly when Destination Caldwell confirms upcoming events. Advanced notification to the City Engineering Department is still required for any closure to occur.

5 REPRESENTATIONS AND WARRANTIES

5.1 Caldwell makes the following representations and warranties which shall be true and accurate as of execution of this document and remain so thereafter until this Agreement is no longer in effect:

5.1.1 All actions and proceedings necessary to be taken by Caldwell or any person in connection with the transactions or obligations contemplated by this Agreement have been taken and this Agreement has been properly authorized, executed, and delivered by Caldwell and constitutes the legal, valid, and binding obligations of Caldwell, enforceable against Caldwell in accordance with and subject to its terms.

5.1.2 Caldwell has no knowledge that this Agreement violates or conflicts with the terms of any other agreement, contract, lease, indenture, understanding, law, regulation, or order.

5.2 Destination Caldwell makes the following representations and warranties which shall be true and accurate as of execution of this document and remain so thereafter until this Agreement is no longer in effect:

5.2.1 Destination Caldwell is an Idaho non-profit corporation in good standing under the laws of the state of Idaho.

5.2.2 All actions and proceedings necessary to be taken by Destination Caldwell or any person in connection with the transactions or obligations contemplated by this Agreement have been taken and this Agreement has been properly authorized, executed, and delivered by Destination Caldwell and constitutes the legal, valid, and binding obligations of Destination Caldwell, enforceable against Destination Caldwell in accordance with and subject to its terms.

5.2.3 Destination Caldwell has no knowledge that this Agreement violates or conflicts with the terms of any other agreement, contract, lease, indenture, understanding, law, regulation, or order.

6 BUDGETING AND FUNDING; ASSETS

6.1 Except as expressly set forth herein, all costs associated with the Plaza, including without limitation expenses incurred for the supervision, management, operations, maintenance, and promotion of the Plaza and costs associated with the events to be held there shall be paid by Destination Caldwell. Revenues collected in connection with the Downtown Caldwell Business

Improvement District will be used to assist Destination Caldwell in the payment of such costs, to the extent appropriate when considering the purposes for which the district was formed and pursuant to its foundational documents. As set forth in Section 3 above, Caldwell will provide the ordinary services it provides to other city park facilities, including trash service, irrigation, and general maintenance to all areas of the Plaza *other* than the ice-skating rink. However, Destination Caldwell will be responsible for all power/electricity at the Plaza, and for all costs associated with maintenance of the ice-skating rink not specifically assigned to Caldwell herein.

6.2 All revenues generated from the operation of the Plaza shall be held by Destination Caldwell for use in association with its management of the Plaza.

6.3 In accomplishing the purposes of this agreement, the parties acknowledge that all revenues generated by assessments of the Downtown Caldwell Business Improvement District shall be used solely for the purposes set forth and allowed under Idaho Code §§ 50-2611 and -2612, and, more specifically, in Ordinance No. 3067 adopted by the Caldwell City Council on August 15, 2016.

6.4 All assets purchased or acquired in whole or in part with moneys originating from revenues of the Downtown Caldwell Business Improvement District, or other Caldwell funds, shall be and remain the property of the City of Caldwell.

6.5 Destination Caldwell shall prepare and present to Caldwell, between October 1 and December 31 of each year, a financial summary and general report of Destination Caldwell's activities and operations of the Plaza and performance of its obligations under this Agreement for the preceding year, and shall present a prospective budget for the following year, which shall include a summary of anticipated revenues, expenses, and fund balances.

7 DEFAULT: Upon receipt of written notice of a breach of any term of this Agreement, the breaching party shall have thirty (30) days in which to cure or correct the breach. Should such breach continue for thirty (30) days beyond such notice, the non-breaching party may avail itself of all remedies available at law or in equity. In addition, if the breach is not cured after thirty (30) days the non-breaching party shall have the ability to terminate this Agreement by providing written notice to the breaching party.

8 TERMINATION

8.1 Either party may terminate this Agreement for cause upon one-hundred twenty (120) days written notice. Either party may terminate this Agreement without cause by notifying the other party in writing, not less than one-hundred twenty (120) days prior to the end of the term of this Agreement, or any automatically renewed term thereof.

8.2 It is understood and agreed that the voluntary or involuntary filing of bankruptcy by Destination Caldwell shall automatically terminate this Agreement and Caldwell shall be entitled to immediate possession of the Plaza.

8.3 Upon termination, Destination Caldwell agrees to surrender possession of the Plaza to Caldwell in the same condition as when this Agreement commenced, normal wear and tear, reasonable use and occupancy and damage by the elements excepted.

8.4 This agreement may be terminated by either party, upon ninety (90) days written notice, in the event the Downtown Caldwell Business Improvement District is disestablished.

9 IMPROVEMENTS and ALTERATIONS: Caldwell shall have the right to make capital improvements and the right to build additions or other improvements to the Plaza or its fixtures and to erect such other buildings or fixtures as it shall see fit or deem proper. Destination Caldwell agrees to cooperate with Caldwell on joint capital improvements. Provided, however, that the financial responsibilities of each party related to such improvements shall be set forth in a signed, written agreement. The parties shall coordinate and communicate with respect to any anticipated alterations, renovations, or capital improvements to the Plaza. Destination Caldwell shall make no permanent improvements or alterations to the Plaza without the prior written consent of Caldwell. All improvements, alterations and fixtures constructed by any party during the terms of this Agreement shall become the sole property of Caldwell upon expiration or termination of this Agreement. Destination Caldwell shall have no authority to bind Caldwell to any obligation or expenditure of funds. Likewise, Caldwell shall have no authority to bind Destination Caldwell to any obligation or expenditure of funds.

10 RELATIONSHIP: Nothing contained in this Agreement will constitute or be construed to be or create a partnership, employment arrangement, agency or joint venture between Caldwell and Destination Caldwell. Destination Caldwell shall be an independent contractor in relation to Caldwell.

11 ASSIGNMENT: Neither this Agreement nor any right hereunder shall be assignable by Caldwell or Destination Caldwell without the express prior written consent of the other party.

12 GOVERNING LAW: The validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties shall be governed by the laws of the state of Idaho.

13 ENTIRE AGREEMENT: This instrument contains the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces any and all prior agreements or discussion, verbal or written, relating to the same or similar subject matter.

14 NOTICES: Any notice required or permitted herein to be given shall be in writing and shall be personally delivered or mailed, first-class postage prepaid to the party to be notified at such address as is customarily used by that party.

15 SEVERABILITY: Should any term or provision hereof be deemed invalid, void, or unenforceable either in its entirely or in a particular application, the remainder of this Agreement shall remain in full force and effect.

16 MODIFICATION: This is the complete agreement between the parties. This Agreement may be amended or modified at any time by the parties provided that the same is reduced to writing and signed by each party through appropriate corporate approval process. This Agreement may not be modified by any oral or informal communication.

17 WAIVER: No waiver of a breach or violation of any provision of this Agreement shall operate or be construed as a waiver of any subsequent breach. No delay in the enforcement of a

breach or violation of any provision of this Agreement shall operate or be construed as a waiver of such breach or any subsequent breach.

IN WITNESS WHEREOF, Caldwell and Destination Caldwell do execute this Agreement the day and year first above written.

THE CITY OF CALDWELL
an Idaho Municipal Corporation

_____
~~Jarom Wagoner~~Eric Phillips
Mayor

Attest:

_____
City Clerk

DESTINATION CALDWELL, INC.,
an Idaho Corporation

_____
By: _____
Its: _____

RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF CALDWELL, IDAHO ACCEPTING A REVISED MEMORANDUM OF UNDERSTANDING BETWEEN DESTINATION CALDWELL, INC. AND THE CITY OF CALDWELL AMENDING SECTION 3, ITEM 3.4 "DUTIES AND AUTHORITY OF CALDWELL" AND SECTION 4, ITEM 4.2 "SPECIAL EVENTS AND RIGHT OF WAY PERMITS".

BE IT HEREBY RESOLVED by the Mayor and the Council of the City of Caldwell, Idaho, that the Caldwell City Council accepts and approves the revisions to the Memorandum of Understanding and authorizes the mayor to sign said agreement on behalf of the City of Caldwell.

PASSED BY THE COUNCIL of the City of Caldwell, Idaho this 16th day of March 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho this 16th day of March 2026.

Approved By:

_____
Mayor

Attest:

_____
Clerk

Regular **Item:** 20.

Memorandum

To:

City Council

Meeting Date:

March 16, 2026

Item Name:

Approve the Findings of Facts and Conclusions of Law for denial of Freedom 50 Development SUP25-000017, ZON25-000006

Summary Statement:

Recommended Action:

Budget:

Cost Impact:
Funding Source:
Timeline:

Attachments:

1. DENIAL_FCO_CC - Freedom 50 (SUP25-17, ZON 25-06) for signature

Caldwell Community Development Department
Planning and Zoning Division

STAFF REPORT / FINDINGS

Public Hearing Item | City Council | 3/2/2026

Continued from February 17, 2026

Staff Planner: Joe Dodson, AICP

CASE NO(s): SUP25-000017 & ZON25-000006
Project Name: Freedom 50

HEARING BODY RECOMMENDATION

The Hearing Examiner at the 1/13/2026 public hearing recommended APPROVAL of the Special Use Permit and Rezone subject to the conditions listed herein and as recommended by Staff in their Memo dated January 6, 2026.

CITY COUNCIL DECISION

The City Council at the 3/2/2026 public hearing, DENIED Case No (s): SUP25-000017 & ZON25-000006.

APPLICATION SUMMARY & PROPOSED LAND USE REQUESTS

- Rezone of approximately 3.92 acres from C-3 to R-3 for the purpose of constructing a Multifamily Apartment (Large-Scale) development; and
- Special Use Permit for 50 multifamily dwelling units within 25 buildings on 3.92 acres in the requested R-3 zoning district.



Applicant:	Dennis Jordan, Focus Consulting & Paul Hilbig, TMOD
Property Owner:	David Nelson
Parcel ID Number(s):	R3249700000
School District:	*Vallivue School District*
Staff Summary of Review:	*Staff thoroughly reviewed and analyzed the above-listed applications and finds that all applications and development proposals are:* ☐ **COMPLIANT** with all applicable city codes, regulations, and policies, if all conditions of approval are met. ☒ **NOT COMPLIANT** with all applicable city codes, regulations, and polices.

DECISION BODY – REQUIRED FINDINGS & APPROVAL CRITERIA

Before the Council approves any application, the Council must find and conclude the proposed applications are compliant with **Caldwell City Code approval criteria as listed within section VI. PUBLIC HEARINGS.**

BEFORE THE CALDWELL CITY COUNCIL
CITY OF CALDWELL, CANYON COUNTY, IDAHO

IN THE MATTER OF APPLICATION FOR A REZONE OF APPROXIMATELY 3.92 ACRES FROM THE C-3 TO R-3 ZONE WITH AN ASSOCIATED DEVELOPMENT AGREEMENT AND A SPECIAL USE PERMIT FOR 50 MULTIFAMILY DWELLING UNITS WITHIN 25 BUILDINGS ON 3.92 ACRES IN THE REQUESTED R-3 ZONING DISTRICT.	)	**FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION**
Property Owners: David Nelson	)	Case No. SUP25-000017 & ZON25-000006.

I. APPLICATION FACTS:

Applicant:	Dennis Jordan, Focus Consulting & Paul Hilbig, TMOD
Property Owner(s):	David Nelson
Application Requests and Development Proposals:	Application for a Rezone of Parcel R3249700000 from C-3 (General Commercial) to R-3 (Urban Residential), and an application for a Special Use Permit to allow for a multi-family development in the R-3 (High Density Residential) zone, consisting of 50 units within 25 buildings.
Application Submission:	The applicants, Dennis Jordan & Paul Hilbig, on behalf of the property owner, David Nelson, submitted an application on 10/13/2025.
Proposed Site Location:	The subject site is located at 4111 Kristin Ln, near the SWC of the Ustick Rd. and Cleveland Blvd. intersection, approximately 680 feet west of said intersection, described as a portion of 01-3N-3W NW TX 98832 IN NENW LS RDS.
Parcel Number(s):	R3249700000
Property Size:	Approximately 3.92, more or less
Jurisdiction:	The property is currently located in the City of Caldwell
Applicable Regulations and Guiding Documents:	Applications were thoroughly analyzed and reviewed for compliance with: a. City of Caldwell Zoning Ordinance No. 1451, as amended b. City of Caldwell Subdivision Ordinance, as amended c. City of Caldwell Comprehensive Plan, as amended d. Treasure Valley Tree Selection Guide e. Bicycle and Pedestrian Master Plan f. Caldwell Transportation Master Plan g. Idaho Code

Public Notifications:

The following noticing was completed in accordance with Caldwell City Code Section 10-03-12:

Neighborhood Meeting Held	10/9/2025
Public Agency Notification Sent (See attached exhibit for list of agencies notified)	10/29/2025
(500') Radius Notices Mailed - Hearing Examiner Hearing (Min. 15 days prior to hearing)	12/3/2025
Legal Ad Published - Hearing Examiner Hearing (Min. 15 days prior to hearing)	12/6/2025
Physical Site Posted - Hearing Examiner Hearing (Min. 10 days prior to hearing)	12/5/2025
Applicant Proof of Posting Received - Hearing Examiner Hearing	12/8/2025
Hearing Examiner Public Hearing	12/23/2025 & 1/13/2026
(500') Radius Notices Mailed – City Council (Min. 15 days prior to hearing)	2/10/2026
Legal Ad Published – City Council (Min. 15 days prior to hearing)	2/13/2026
Physical Site Posted – City Council (Min. 15 days prior to hearing)	1/30/2026
Applicant Proof of Posting Received – City Council (Min. 10 days prior to hearing)	2/3/2026
City Council Public Hearing	3/2/2026

Political Subdivisions Providing Services:

Fire:	Caldwell Fire
Police:	Caldwell Police
School District:	Vallivue
Water Services:	City of Caldwell (Municipal Water)
Sewer:	City of Caldwell (Municipal Sewer)
Trash:	Republic Services
Irrigation Services:	City of Caldwell (Pressurized Irrigation)
Irrigation District:	Pioneer Irrigation District
Others:	Franklin Ditch Co. , Bureau of Reclamation

Political Subdivisions Notification and Comments:

In accordance with Idaho Code, notice was provided to all political subdivisions providing services within the planning jurisdiction, including school districts. Public agency comments were received from the following agencies and are included in their entirety as part of the official record and the exhibits attached hereto.

a. Vallivue School District – General information provided on overall district enrollment concerns, which schools anticipated children of the subject development would attend, and other approved developments that are also planned to impact the noted schools (Central Canyon Elementary, Summitvue Middle, and Vallivue High).
b. City of Caldwell Engineering Department – Provided general conditions for approval for Aviary Subdivision only as specific development of other subareas is not known at this time. Specific conditions are provided regarding the Traffic Impact Study and development timing. **See Exhibit 2 of this report for full comments from Engineering.**
c. City of Caldwell Mapping Department –
d. City of Caldwell Fire Department – Stated the project can be approved and provided general conditions of approval.

Public Comments Received:

In response to the public notices, no public comments were received by the City at the time of publication of this staff report. Public testimony given at the public hearing will be included in the official minutes of the record.

Site / Project Background and History:

The subject site was annexed into the City of Caldwell in 2019 as the "Rush Annexation" and was annexed with the current zoning of C-3 with no development plan. In 2021, a previous landowner and developer received Special Use Permit (SUP) approval for a 96 multi-family unit development named "Latitude 96." That SUP expired in 2025 and so any future development would need to comply with the current zoning standards.

Site Features:

Floodplain:	The property is not within a flood zone.
Mature Trees:	A few existing trees are located on the subject site.
Streams / Creeks:	None
Wildlife Habitat:	None
Riparian Habitat Area:	None
Steep Slopes / Hillside:	None
Canals / Ditches / Drains:	The Elijah Drain is located west of the subject site but is located within individual single-family residential lots. The subject property does not appear to be encumbered by the irrigation easement due to its location.
Other, Describe:	N/A

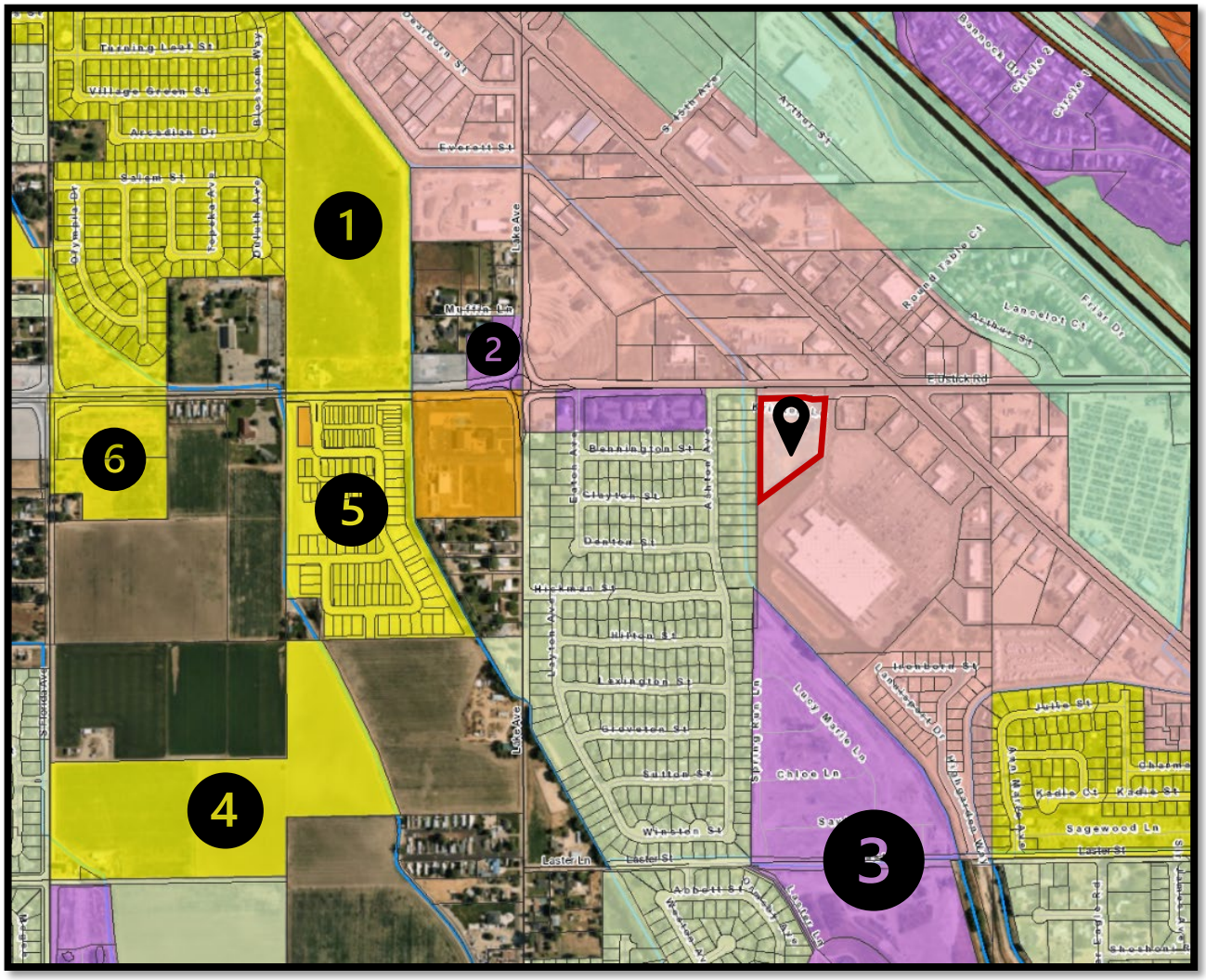
Site and Surrounding Zoning Classifications:

Site:	C-3
North:	C-3
South:	C-3
East:	C-3
West:	R-1

Site and Surrounding Land Uses (existing):	*Site:*	Vacant
	North:	Commercial/Industrial
	South:	Commercial
	East:	Commercial
	West:	Single-family Residential
Site and Surrounding Comprehensive Plan Land Use Designations:	*Site:*	Mixed Use Center
	North:	Mixed Use Center
	South:	Mixed Use Center
	East:	Mixed Use Center
	West:	Neighborhood 3

Approved Developments Within 1-Mile Radius of Subject Site:

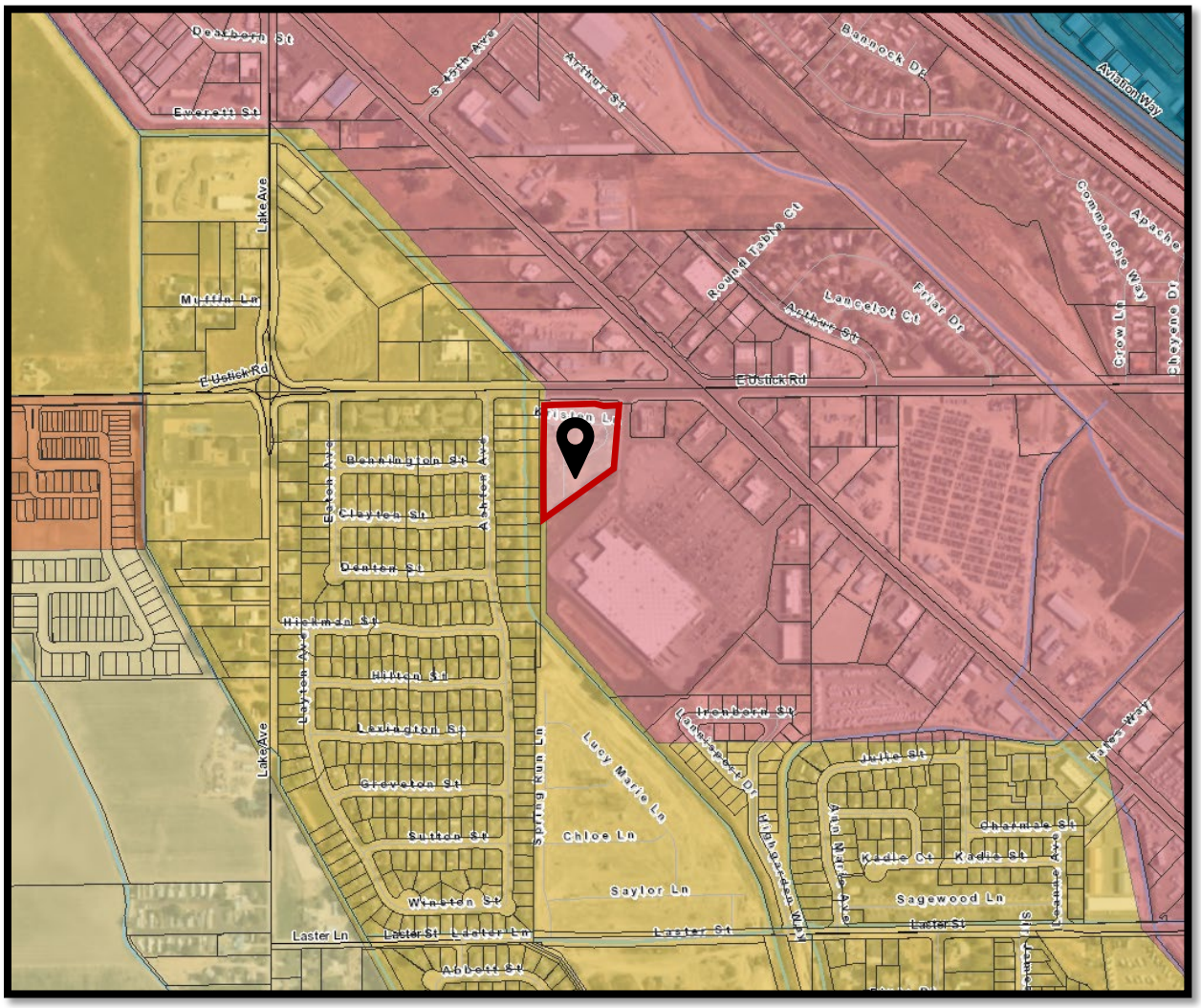
Within a one-mile radius of the subject site, the following entitlements have been approved and are actively being built or have the ability to be built in the future.



Map Exhibit #1 (Above): Approved Developments Surrounding Subject Site

Map Key	Description
1	Homesteads at Wilson Creek – 251 multi-family units (mix of single, two-family, & triplex style units).
2	Ustick & Lake – 35 deed-restricted affordable multi-family units.
3	Spring Run at Alante Homes – 419 multi-family units (153 patio homes & 133 two-family units).
4	Collections Subdivision/PUD – 142 lots (67 single-family lots & 74 single-family attached lots).
5	Solstice Subdivision – 100 single-family lots (detached & attached) and one (1) commercial lot.
6	Copper Pointe – 128 multi-family units (triplexes, four plexes, & 6-plexes) and 4 commercial lots.

II. STAFF REVIEW AND ANALYSIS – COMPREHENSIVE PLAN MAP ANALYSIS



Map Exhibit (Above): City of Caldwell Comprehensive Plan Map



The subject site was annexed into the City of Caldwell in 2019 as the "Rush Annexation" and was annexed with the current zoning of C-3 with no development plan. The subject site has sat vacant since this time of annexation with no development occurring.

The Comprehensive Plan depicts the subject site **(outlined in red)** as Mixed Use Center on the adopted future land use map. Surrounding parcels to the north, east, and south share the Mixed Use Center designation; Neighborhood 3 is depicted to the west.

The applicant is NOT requesting a comprehensive plan map amendment but is requesting a Rezone to R-3 (Urban Residential)—R-3 is listed as a compatible zoning district within the adopted Comprehensive Plan for the Mixed Use Center place type. The existing C-3 zoning of the property is also listed as a compatible zoning district. The nearest Urban Residential zone is approximately 300 feet to the west, also fronting along Ustick Road. Other R-3 zoning, and approved and developing multi-family dwellings exist within a ½ mile to the west and south as seen in the zoning map in the next section.

Directly from the adopted Comprehensive Plan: Mixed Use Centers are hubs of intense commercial activities that attract people from all over the City and beyond. They are located on major roads, corridors, and transit lines. Development patterns are denser than surrounding areas and increase in intensity around infrastructure such as transit lines. These areas include denser housing options especially in areas with current or future transit service and where commercial areas transition to less dense residential place types. Mixed Use Centers are located on Caldwell's most heavily trafficked roads and provide a transition from these roadways to less intense areas. Housing is not a primary focus of the Mixed Use Center but can be accommodated in mixed use and medium-high intensity residential projects that create a transition from surrounding neighborhoods. Single use residential projects should occur infrequently.

Health Intersection: The buffering that Mixed-Use Centers provide for outlying primarily residential place-types may have significant protective benefits. Because the major roadways may have higher localized pollutants throughout the day and they are usually considerably louder than outlining local and arterials. Environmental noise has been linked to cognitive impairment in children, sleep disturbance, and even cardiovascular disease. While residential uses are still supporting uses in this place type, there are separations between residential spaces and the road.

Anticipated Design Characteristics of projects in the Mixed Use place type: Limited residential uses may be located between commercial areas and lower density neighborhoods and should be situated along streets to avoid a gated campus and ensure connectivity between neighborhoods and commercial areas. Developments can vary in scale and height but can be up to six stories in areas near major gathering points and transit stops. Attention should be given to how buildings transition. Building scales should include gradual increases in height and considerations for sight lines and compatible architectural features to help blend building types.

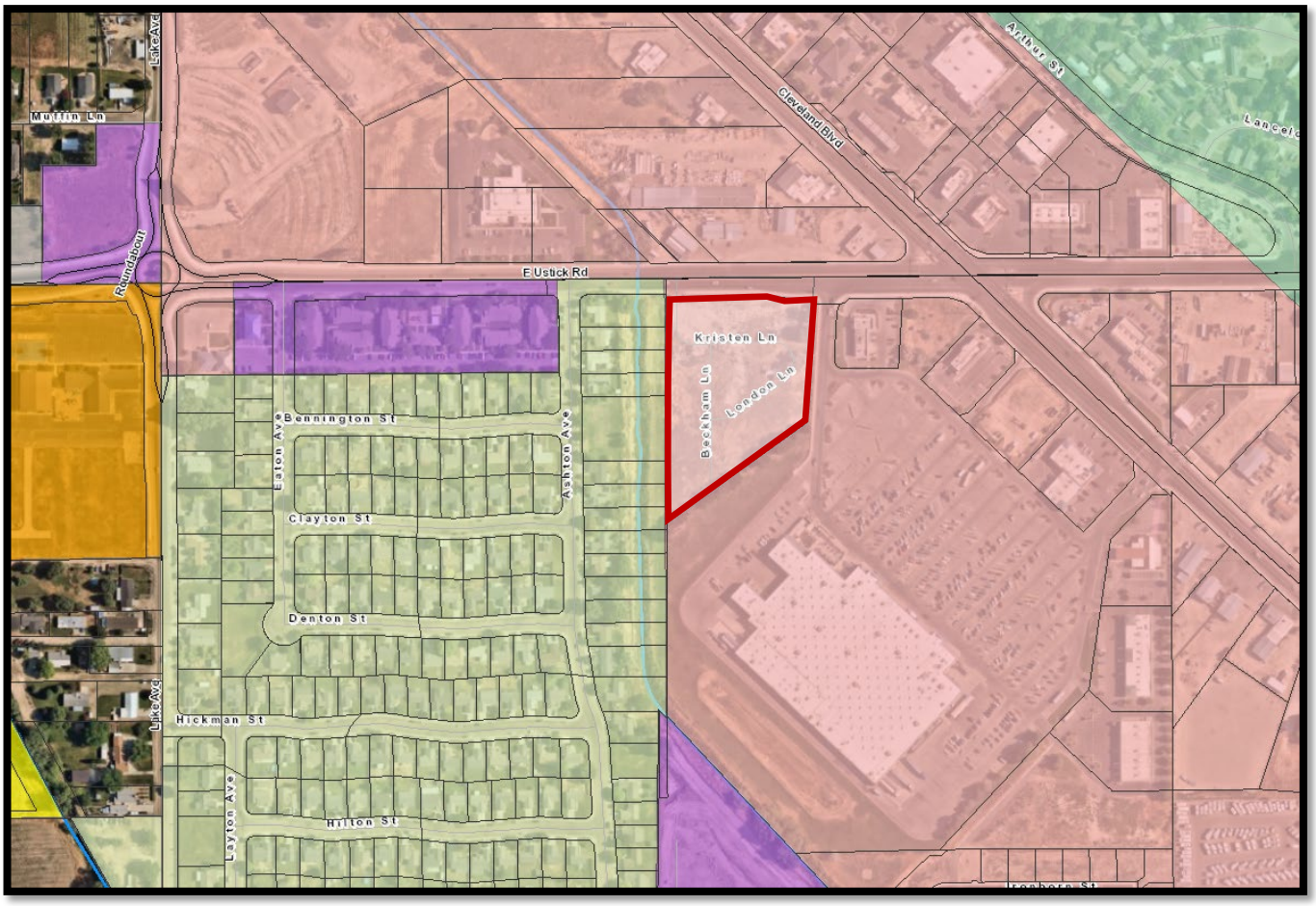
For projects within the Mixed Use Center that include residential uses, the gross density range outlined in the Comprehensive Plan is **ten (10) to twenty-five (25) units per gross acre**.

The applicant is proposing a residential density of 12.76 dwelling units per gross acre, at the lower end of the allowed residential density.

Staff Comment: *The subject site's Mixed Use Center place type anticipates primarily commercial land uses and outlines residential uses as supporting land uses. To help move these goals and visions forward in the Mixed Use Center place type, the Caldwell City Code was amended in early 2025 to include standards requiring commercial uses along the collector and arterial road frontage of all projects within this designation—the subject development, as outlined in the Applicant's narrative, is requesting to develop the site without any commercial uses. Specific analysis on these standards and the Applicant's request are in subsequent sections as they are mostly related to the code standards and secondarily to the Comprehensive Plan.*
Because the Comprehensive Plan does not require commercial and the proposed development is compliant with the outlined residential gross density of the Mixed Use Center place type, Staff finds the overall proposed development plan is generally consistent with the goals and policies from the adopted Comprehensive Plan as listed in Table 1 below, based on the known factors at the time of publication of this staff report:

TABLE 1: CONSISTENT COMPREHENSIVE PLAN GOALS AND POLICIES	
CHAPTER 3: CONNECTED COMMUNITY	
Policy 1.1	Ensure new development pays for necessary improvements needed to mitigate the development's impact on infrastructure systems and services provided by the city.
Policy 2.2	Create alternative access points when developing property along principal arterial and collector roadways, to minimize direct access driveways wherever possible.
Policy 3.3	Facilitate improvements and intensification of activity along major commercial corridors with mixed-use development oriented toward the corridor.
Policy 3.4	Transition the intensity of land uses away from the activity corridor with multifamily housing, landscaping, and through building design.
Policy 6.1	Require access for emergency vehicles and responders in all new developments.
Policy 6.2	Develop new neighborhoods with proper ingress/egress for emergency vehicles, including secondary routes, adequate street widths, and turning spaces.
Policy 6.3	Ensure that street, parking, and driveway designs are adequately sized to accommodate the turning radius of public safety equipment.
Policy 9.1	Continue a dialogue with the school districts and College of Idaho to consider impacts on school facilities, capacity, and infrastructure when making land use decisions.
CHAPTER 4: VISION FOR VIBRANT GATHERING SPACES	
Policy 1.1:	Support development that provides a range of experiences and activities that are welcoming and inclusive to all demographics, including families, seniors, youth, and individuals with disabilities.
Policy 4.1	Work toward elimination of blight and areas of deterioration with infill development and redevelopment throughout the City.
CHAPTER 5: WHERE RIVERS, PARKS, AND AGRICULTURE MEET	
Policy 1.4	Support public and private parks and recreation systems that offer active and passive recreational opportunities.
Policy 2.1	Use stream-side riparian buffers and setbacks to protect the natural stream and river systems
CHAPTER 6: QUALITY NEIGHBORHOODS TO CALL HOME	
Policy 1.1	Allow a mix of housing types and densities within all neighborhoods, such as duplexes, townhouses, cottage communities, and other types as appropriate
Policy 1.3	Support higher density residential development near downtown, commercial centers, mixed-use areas, and along transit corridors.
Policy 2.1	Discourage monotonous housing developments, both in architectural style and in housing type.
Policy 2.4	Encourage neighborhood-serving services and retail businesses near residential neighborhoods to provide convenient access to daily needs.
Policy 3.1	Focus high-density residential development in areas with adequate services and near commercial centers.
Policy 3.2	Promote infill housing developments to maximize existing infrastructure and slow the loss of open space.

III. STAFF REVIEW AND ANALYSIS – ZONING MAP ANALYSIS



Map Exhibit (Above): City of Caldwell Zoning Map

R-S-1 Semi-Rural Residential-1	C-1 Neighborhood Commercial	I-P Industrial and Business Park
R-S-2 Semi-Rural Residential-2	C-2 Community Commercial	M-1 General Industrial
R-1 Neighborhood Residential	C-3 General Commercial	M-2 Heavy Industrial
R-2 Community Residential	C-4 Service Commercial	A-D Airport District
R-3 Urban Residential	C-C Downtown Central Business	MXC Mixed-Use / Regional Comm.
H-D Healthcare District	Downtown City Center	T-N Downtown Transition Neighborhood
Public District	C-D College District	

The proposed Rezone from the C-3 (General Commercial) zone to R-3 (Urban Residential) zone is consistent with the comprehensive plan designation of Mixed Use Center. According to Caldwell City Code, the purpose of the R-3 zone is to "provide areas by zoning procedures in accordance with the comprehensive plan that which allows for multifamily, townhomes, row-housing, mixed-use buildings, and live/work units. Single family may be present in forms such as small lot development, infill, or cottage courts. This zone is situated along or near major streets such as collectors and arterials. It is also generally located near pedestrian connections and commercial services. Supporting or secondary land uses may include medium scale commercial along major roadways or within a mixed-use development. This district may serve as a buffer between R-2 zones and nonresidential or mixed-use zones."

Staff Comment: *The applicant is proposing a medium-high density multi-family development consisting of 50 total units within 25 buildings (two units per building). Caldwell City Code classifies the proposed use as*

Dwelling - Multifamily Apartments (Large Scale) as it includes more than seven (7) units on a singular parcel. This use requires a Council Level Special Use Permit (SUP) according to the land use schedule for the R-3 zone (10-05-03(5))

The development's Mixed Use Center future land use designation requires specific zoning code requirements as outlined in 10-05-03(4).C which states: "Residential uses are prohibited along the frontage of all arterial roadways and highways within the Mixed-Use or Community Center place types, as designated on the Future Land Use Map, unless part of a Mixed-Use Small-Scale or Mixed-Use Large-Scale building in compliance with section 10-12-03-25." The proposed Freedom 50 project does not include any nonresidential uses or mixed-use buildings but includes residential structures along Ustick, an arterial roadway. Therefore, the proposed development is not fully compliant with code requirements.

Within the submitted narrative, the Applicant requests that City Council approve the project without commercial uses along Ustick. The Applicant outlines multiple reasons as to why the proposed development is an equal or better project than what code requires. Specifically, the Applicant states that maintaining commercial uses on this parcel would create land-use inefficiencies and an awkward site layout that diminishes both commercial viability and neighborhood design quality. Furthermore, the Applicant proposes that residential development along the Ustick frontage is more appropriate for the following reasons:

1. *Oversupply of Nearby Commercial Land: Within roughly a quarter-mile radius—particularly along Cleveland Boulevard—there are over 35 acres of vacant commercial property already available for development. The market does not currently support additional retail or service uses at this location.*
2. *Improved Transition Between Uses: Retaining commercial zoning would place high-intensity traffic and lighting immediately adjacent to single-family homes to the west. The proposed duplex community creates a smoother, more compatible transition between those residential areas and the adjacent Walmart.*
3. *Reduced Impacts and Greater Neighborhood Compatibility: Duplex housing produces significantly fewer daily trips and less noise and glare than commercial uses. The development's design and landscaping will further minimize any visual or operational impacts.*
4. *Better Long-Term Land-Use Fit: The City's Comprehensive Plan emphasizes infill housing, housing diversity, and efficient infrastructure use. This project directly advances those policies, while commercial needs remain adequately served along Cleveland Boulevard and other corridors.*

Although Staff cannot support or deny the noted request, Staff does find the proposed duplex multi-family project could be a viable transition of intensity from Ustick and the existing commercial uses to the existing single-family residential to the west.

To accomplish this deviation, a Development Agreement is required to accompany the requested rezone and include a specific provision(s) for the proposed code deviation and site design. City Council must make the ultimate decision on if the proposed development should be approved. As a guide, Staff recommends the following condition within the Development Agreement to ensure future development is consistent with any approved plans and the only code deviation approved is clearly outlined:

- *City Council has approved the subject development to NOT include any commercial uses along the arterial frontage to Ustick Road, as required by 10-05-03(4).C of Caldwell City Code. No other zoning code deviations are approved with this development.*

IV. STAFF REVIEW AND ANALYSIS – DEVELOPMENT PLAN

The project proposes fifty (50) residential units within 25 buildings. A building or parcel containing seven (7) or more dwelling units, including units that are located one over the other is defined as "Dwelling - Multifamily Apartments (Large Scale)". This is an allowed use within the R-3 (Urban Residential) zone with the approval of a Special Use Permit. The applicant has submitted a Special Use Permit consistent with zoning code requirements.

Detailed Breakdown of Phasing and Types of Land Uses:

A detailed breakdown of the phasing and types of land uses for the proposed project are as follows:

Phased Development?	☐ Yes ☒ No	**How Many Phases?**	**n/a**
Residential Type	**# of Lots**	**# of Buildings**	**# of Dwelling Units**
Dwelling – Multifamily Apartments (Large Scale, Duplex Style)	1	25	50
Common Lots	0	n/a	n/a
TOTAL	**1**	**25**	**50**

Non-Residential Type	**# of Lots**	**# of Buildings**	**# of Tenant Spaces**
Commercial	0	0	0
Industrial	n/a	n/a	n/a

Dimensional Standards Analysis:

The Caldwell City Code provides bulk zoning standards for regulating the size, height, and setback requirements for buildings and structures within a particular zoning district; along with standards for lot size, spatial arrangements, and massing and scaling.

The following are the required bulk requirements and dimensional standards for the **R-3 zone** in accordance with Caldwell City Code, and the dimensions proposed by the subject development:

Minimum Lot Size	**Required**	**Proposed**
Interior Lot Area (sq. ft.)	2,000	3.92 ac.
Corner Lot Area (sq. ft.)	2,500	n/a
Minimum Lot Width / Frontage (ft.)	20’	n/a

Setbacks	**Required**	**Proposed**
Front Yard Setback, Garage; Minimum (ft.)	22’	n/a
Front Yard Setback, Living Area; Minimum (ft.)	10’	10’
Interior Side Yard Setback (ft.) (Minimum)	5’	10’
Street Side Yard Setback (ft.) (Minimum)	15’	n/a
Rear Yard Setback (ft.) (Minimum)	10’	10’
Alley (Garage/Parking) Setbacks: Minimum (ft.)	5’	n/a

Scale and Massing	**Required**	**Proposed**
Maximum Building Height (ft.) *	45’	~ 25’
Residential Density Range in Gross units /acre	10-25 du/ac	12.76 du/ac

Multi-family Development Setbacks	**Required**	**Proposed**
Perimeter setback; Minimum (ft.)	15’ / 25’ (adjacent to single-family)	15’
Building Separation setback; Minimum (ft.)	10	10’

* Regardless of the zoning district, if a new mixed-use, multi-family, or non-residential structure is being built immediately adjacent to a single-family residence, the maximum height of the new structure shall be 30’ unless allowed to exceed such maximum height by special use permit approval. For the purposes of this requirement, immediately adjacent to shall mean within one hundred fifty (150) feet, as measured from structure to structure.

Multi-Family Development Standards (10-14 & 10-05-07-2):

INTERNAL CIRCULATION STANDARDS:	COMPLIANCE:
Drive Aisle Width	Compliant
Fire Access	Compliant (with conditions of approval)
ARCHITECTURAL DESIGN STANDARDS (10-05-07-2):	**COMPLIANCE:**
A minimum of one (1) distinct primary material and color shall be used with a minimum of one (1) distinct accent material/color; said accent color shall be different than the primary color	Compliant
Unfinished or colored ordinary smooth face block, untextured concrete panels, and prefabricated steel panels (i.e. non-insulated metal siding) are prohibited as primary materials but may be used as accent materials.	Compliant
Mix of material patterns that does not include smooth vinyl siding	Compliant
Physically heavier and more robust materials such as concrete, masonry, stone, or similar materials are encouraged along all street facing elevations	Compliant
If multi-story, an accent material or other architectural element shall be utilized to delineate between each floor	Compliant
At least one type of modulation is required on any façade plane that is visible from a public street or public space. Qualifying modulation includes projections, recesses, and step backs that break up building mass. Modulation shall be a minimum width and depth of one (1) foot and encompass at least 25% of the façade area	Compliant

Staff Comments: *The Freedom 50 development is proposed as a multi-family project but is not a traditional stick-built project. The Applicant, TMOD, proposes 25 two-story modular buildings that are expected to expedite construction timelines and improve the affordability side of the project for future residents. Because of the modular nature of the project and the design for each building to contain two (2) units, Staff finds the buildings should be reviewed against the Duplex building design standards outlined in 10-05-07-2 of Caldwell City Code.*

When reviewed against the Duplex building design standards, the proposed two-unit modular structures meet or exceed the minimum design standards. The Applicant has shown multiple color palettes are proposed with each structure depicted with one primary color, an accent color, and staircases with architectural screening of different materials (metal and/or wood screening). In addition, because of the modular nature of the buildings, there is structural wall modulation on the front and rear side elevations with the patios and entries and the proposed staircases on the sides of each building include larger-than-required covers and architectural screening for the second floor which adds additional modulation on the sides of the structures.

The proposed development is compliant with the gross density range of the underlying future land use designation of Mixed Use Center and the minimum lot size requirements for the requested R-3 zoning district as it is one singular parcel of approximately 3.92 acres. The proposed development is also consistent with all minimum building setbacks for the R-3 zone. In addition and according to strict review of the dimensional standards, a 25' buffer would be required along the west boundary as the project directly abuts single-family residential property lines. The south and east perimeters are required to have a minimum 15' setback/buffer which is depicted on the latest site plan and landscape plan submitted. The north boundary abuts Ustick where a 25' landscape street buffer is required.

Staff finds the 25' buffer requirement along the west boundary is not applicable as the existing circumstances are abnormal and not at the fault of the subject property. The west boundary is part of the single-family residential home lots to the west but approximately 100' of these lots contain the Elijah Drain and its easement between the subject property's west boundary and the single-family home fence line. These large irrigation easements are typically within a separate common lot when adjacent to subdivisions but this is not the case here. Therefore, Staff finds the general 15' buffer should be required and the most recent development plans depict compliance with these dimensional standards.

CCC 10-02-05 Off-Street Parking Standards:

The Caldwell City Code has provisions addressing the minimum and maximum number of off-street parking spaces accessory to designated uses, shared parking lots, off-street loading, parking lot lighting, and bicycle parking.

The following provides an overview of the parking, loading, and bicycle parking requirements for the proposed land uses, and the amount proposed by the subject development:

MULTIFAMILY DEVELOPMENT		
Off-Street Parking Spaces	**Required**	**Proposed**
Off-Street Parking Spaces (Minimum)	1.0 per Studio unit 1.5 per 1- and 2-bedroom 2 per 3+ bedroom unit	111 Spaces
Guest Parking	**Required**	**Proposed**
Off-Street Guest Parking	1 per 10 units = 5	**11**
ADA Accessible Parking Spaces	**Required**	
ADA Accessible Parking Spaces (Minimum)	Shall meet state and federal requirements	
TOTAL VEHICLE PARKING:		
Bicycle Parking for Multi-family	**Required**	**Proposed**
1 Space for every 10 vehicle spaces	11	12

Staff Comments: *The project was reviewed for compliance with the multifamily parking requirements as the nature of the development is multi-family and not two-family duplexes. The Applicant's submittal does not include floor plans so specific bedroom counts are unknown. So, Staff analyzed the project based on the most restrictive parking being required by presuming each unit would have a minimum of 3 bedrooms. Based on this assumption, a minimum of 105 spaces would be required, 100 base spaces (2 per units) and 5 guest spaces (1 per 10 units). The Applicant has proposed 111 spaces which exceeds the minimum amount.*

Public Services, Utilities, and Facilities:

Sewer & Water: All utilities are available or will be available as outlined in the City of Caldwell Engineering staff report memo.

Irrigation Applicant is required to provide pressurized irrigation throughout the project in accordance with Caldwell City Code. The subject site is located within the Pioneer Irrigation District boundary. Any issues related to access to a pressurized irrigation system will be addressed in the City of Caldwell Engineering staff report memo.

Stormwater: The applicant proposes retaining storm water on site, per City Code.

Schools: The subject site is located within the Vallivue School District. The letter received from the district stated overall district enrollment concerns as one of the only districts still growing in enrollment.

Police: Emergency police services are provided by the City of Caldwell Police. The nearest police station is approximately 3.7 miles away from the furthest point of the development.

Fire: Emergency fire services are provided by the City of Caldwell Fire. The nearest fire station is Station #2 and is approximately 2.2 miles from the development. The approximate response time for this development is 6 minutes.

Staff Comments: *Staff finds all utilities are available or will be available as outlined in the engineering staff report/ memo. Utilities are required to be designed and constructed in accordance with the City of Caldwell requirements for municipal facilities. All other public services and facilities are or will be provided to serve the site and any proposed land uses based upon the letters received from partner agencies.*

Transportation and Connectivity:

Street Frontage: The Freedom 50 development has frontage to one classified roadway, Ustick Road along the north boundary. The east boundary is adjacent to a commercial drive aisle for the benefit of the commercial users to the east. Ustick has existing attached sidewalk and the frontage is proposed to be improved with landscaping.

Street Classifications: Ustick Road – Principal Arterial

Proposed Site Access: The development is proposing to have a full access point to Ustick Road at the existing curb cut location at the very west boundary of the subject site. Access to individual buildings is proposed via internal drive aisles. No other vehicular access is proposed for the subject development which has necessitated a condition of approval by Caldwell Fire that all units shall be sprinklered to comply with Fire Code.

Traffic Impact Study (TIS): A TIS was not required for this application due to the number of units proposed, the number of units being significantly lesser than what was previously approved and anticipated, and because Ustick Road has been fully widened adjacent to the subject site.

Safe Routes to Schools:

As required by 10-02-02 (3), residential and multi-family subdivisions and/or developments within the "walk zone" of a school or where no walk zone map exists (within a 1 ½ mile radius of a school) shall provide safe and well-designed routes and crossings for children to bike or walk from their home to school. Such routes shall include:

- The shortest and safest routes.
- Level, ADA accessible sidewalks with minimum cross slope where sidewalks cross driveways. Sidewalk widths shall be determined by the functional classification of the street.
- Curb ramps in accordance with the latest ADA design standards.
- Pathways that connect to schools where needed.
- Crosswalk and/or protected crosswalks, as required by the city.

Staff Comments: *As submitted, the proposed access points appear to be compliant with all city code requirements for transportation, access, and connectivity.*

As discussed in other sections, the subject site is within the Vallivue School District. The specific schools that potential students generated by this development would attend are generally not within walking distance of the subject development (Central Canyon Elementary, Summitvue Middle, and Vallivue High). A private religious school is approximately ¼ mile to the west along Ustick and there is existing sidewalk between the subject site and the school at the southwest corner of Lake & Ustick. The existing conditions provide the most available access to pedestrian facilities as is possible at this time.

Landscaping, Open Space, Pathways, and Amenities:

The Caldwell City Code specifies requirements for landscape street buffers, open space, land use buffers, and private and public pathways.

The following provides an overview of the city code requirements, and the proposal presented by the subject development:

Street Landscape Buffers	**Min. Required**	**Proposed**
Ustick – Arterial (386 LF):		
Buffer Width:	25’ wide	25’
Sidewalk:	7’ attached	7’ attached (existing)
Berms:	Yes	No - conditioned
Class I tree:	One per 25 LF No more than 50% of the trees	6 proposed (overhead power lines)
Class II tree:	One per 35 LF	5 proposed
Shrubs:	One per 4 LF 352’/4 = 88 shrubs	88 shrubs
Groundcover:	20-50% turf grass Min. 50% shrubs, flowers, and other vegetative groundcover (besides turf)	Compliant
Boulders:	not required	No

Buffers Between Land Uses:	**Min. Required**	**Proposed**
Multifamily Perimeter Buffer:	15’ / 25’	15’
Tree Requirement:	Mix of Evergreen and Deciduous trees that touch within 5 years of planting and where a minimum of 40% of required trees are evergreen	**Does not appear to be compliant - conditioned**
Shrub Density:	One per 3 LF	Each buffer is compliant
Groundcover:	20-50% turf grass Min. 50% shrubs, flowers, and other vegetative groundcover (besides grass)	Compliant

Open Space (Multi-Family Development, 10-14):	**Min. Required**	**Proposed**
Common Qualifying Open Space:	10% baseline = 17,075 sf	~ 13.3 % (22,641 sf)
Open Space Per Dwelling:	N/A (not over 5 acres)	n/a
Common Grassy Area:	10,000 sf minimum	~ 13k sf
Private Open Space:	60 sf per unit	Compliant

Parking Lot Landscaping:	**Min. Required**	**Proposed**
Parking Islands:	Every 12 spaces	Compliant
Planter Island Width:	8’ width for Class I trees 10’ width for Class II trees	Compliant
Planter Island Length:	At least equal length to the adjacent parking spaces	Compliant
Class 1 or 2 Trees (min. 2” caliper):	Min. of 1 for a single row Min. 2 for a double row	Compliant
Plantings:	A combination of low shrubs, flowers, native grasses or other vegetative groundcover.	Compliant

	If island is less than 6' wide, turf grass is prohibited. If island is greater than 6', turf grass shall never exceed more than 50% of the planter area. Compliance with 10-02-09-8 is required.	

Building Façade Landscaping:	**Min. Required**	**Proposed**
Planter Width:	3' wide in all areas that will not impede pedestrian access	Yes
Shrubs:	One (1) three (3) gallon shrub per 3 LF of foundation	Yes
Groundcover:	Additional groundcover plants shall cover the remainder of the landscaped area	Yes

Pathways:	**Required**
(Public Pathways):	
Irrigation/Drain Pathways:	Yes
Regional Pathway (10' multi-use):	No
Wayfinding and Directional Signage:	No
Fencing (Both Sides of Pathway):	No
(Other Pathways):	
Neighborhood Pathways (5'):	Yes
Community Pathways (8'):	No

Staff Comments (Landscaping, Buffers, & Common Open Space):

Based upon review of the submitted landscape plans and open space exhibit, the proposed development is mostly compliant with all code requirements. The few areas (berming, tree density within west boundary) that do not comply with code have been conditioned within the conditions of approval of this staff report.

Multi-Family Amenities:

Per CCC 10-14-01(5), all multi-family developments shall provide for quality of life, open space, and recreation amenities to meet the particular needs of the residents of their development. The number of amenities required shall depend on the size of the multi-family development as outlined in CCC.

Staff Comments: *The Applicant has proposed three (3) amenities within the development that meet the minimum code requirements outlined in 10-14: a child's playground area, a dog park, and a pergola with seating.*

Regional Pathways:

Staff notes the 2040 Bicycle and Pedestrian Master Plan identifies the Elijah Drain as requiring an 8-foot public pathway. However, as part of other developments, no adjacent properties were required to provide a pathway or easement to construct one. Furthermore, the drain to the west is wholly within the individual properties of single-family homes to the west, complicating the matter further. Therefore, Staff does not find it prudent to require this Applicant provide a pathway at this time located outside of the irrigation easement that will likely never provide additional connectivity in the area.

Neighborhood and Community Pathways:

Neighborhood Pathways (5’): The applicant is proposing five-foot (5’) wide pathways/sidewalks throughout the project to provide pedestrian connectivity between common open space areas, units, parking, and to and from the adjacent arterial street (Ustick) sidewalk.

Community Pathways (8’): Not applicable.

Fencing and Screening:

Fencing is not required by code outside of being used as screening devices. The Applicant has proposed 4’ open vision fencing around the proposed dog park areas for dog security. There is also an existing 6’ wood fence along the east and south property lines that appears to be in generally good condition.

One (1) trash enclosure is depicted on the submitted plans, but the type of enclosure and screening material is not clearly defined. All trash enclosures are required to be screened with landscaping/fencing in accordance with the City Code. Staff does have concern with only one trash enclosure being included so a condition of approval has been added that with any future construction drawing submittal, Republic Services approval of the location and number of trash enclosures has been approved. In addition, any ground mechanical units shall be screened with landscaping/fencing in accordance with the City Code.

V. STAFF REVIEW AND ANALYSIS – AREAS OF SPECIAL CONCERN

Staff does not have specific concern regarding the proposed development. However, Staff does recommend the City Council determine if the proposed development, without any commercial uses, still meets the goals and intentions outlined within the Comprehensive Plan and development code regulations if strict adherence is not met.

VI. PUBLIC HEARINGS

HEARING EXAMINER PUBLIC HEARING

A public hearing on the subject application(s) were held before the Hearing Examiner on 12/23/2025 and was continued to 1/13/2026, at which time city staff presented a staff report along with an analysis of the application and all pertinent information on the case, followed by the applicant’s presentation, and testimony in opposition, neutral, and in favor.

The Hearing Examiner reviewed and considered all records, evidence, testimony, and facts presented prior to making a recommendation for APPROVAL to be forwarded to City Council at the 1/13/2026 hearing date.

CITY COUNCIL PUBLIC HEARING

A public hearing on the subject applications was held before the City Council on 3/2/2026, at which time city staff presented a staff report along with an analysis of the application and all pertinent information on the case, followed by the applicant’s presentation, and testimony in opposition, neutral, and in favor.

The City Council reviewed and considered all records, evidence, testimony, facts presented, and recommendations in making their decision.

Based upon compliance with the conditions noted herein, the City Council found and concluded the following:

Zoning Ordinance MAP Amendment

REQUIRED APPROVAL CRITERIA

The City of Caldwell 2040 Comprehensive Plan, Caldwell City Code Sections 10-01-05: Official Zoning Maps and the Comprehensive Plan, 10-01-07: Zoning Upon Annexation, and 10-03-02: Zoning Ordinance Text and Map Amendments - Rezones outlines the approval criteria pertinent to zoning ordinance text and/or map amendments.

The city council, prior to approving any ordinance map amendment request, shall find and conclude the requests have met the criteria identified below.

Criteria	Findings and Conclusion	
	Compliant	Not Compliant
The request has met compliance with all public notice and hearing requirements of the City Code and Idaho Code.	X	
The proposed zoning map amendment is consistent with the comprehensive plan's land use map, and the plan's established goals, objectives, and policies. If the request is not in accordance with the adopted comprehensive plan, the request for amendment shall not take place until after the comprehensive plan has been amended under notice and hearing procedures provided in this chapter and within section 67-6509, Idaho Code.		**X**
The proposed map amendment is consistent with the purpose statement of the proposed zoning district.	X	
The intensity of development in the new zoning district is not expected to create significantly adverse impacts to surrounding properties or the neighborhood, or has proposed efforts to mitigate or minimize such adverse impacts	X	
The information provided from the agencies having jurisdiction over the public facilities needed for this site indicate that adequate public facilities exist, or are expected to be provided, to serve all uses allowed on this property under the proposed zone.	X	

Special Use Permits

REQUIRED APPROVAL CRITERIA

Caldwell City Code Section 10-03-04: Special Use Permits, outlines the criteria for approving a special use permit.

The city council, prior to approving a special use permit request, shall find and conclude the requests have met the criteria identified.

Criteria	Findings and Conclusion	
	Compliant	Not Compliant
That the site is large enough to accommodate the proposed use and meet all the dimensional and development regulations in the district in which the use is located.	N/A – Rezone Denied	N/A – Rezone Denied

That the proposed use will be harmonious with the Caldwell Comprehensive Plan and in accord with the requirements of this chapter	N/A – Rezone Denied	N/A – Rezone Denied
That the design, construction, operation, and maintenance will be compatible with other uses in the general neighborhood and with the existing or intended character of the general vicinity and that such use will not adversely change the essential character of the same area	N/A – Rezone Denied	N/A – Rezone Denied
That the proposed use, if it complies with all conditions of the approval imposed, will not adversely affect other property in the vicinity.	N/A – Rezone Denied	N/A – Rezone Denied
That the proposed use will be served adequately by essential public facilities and services such as highways, streets, schools, parks, police and fire protection, drainage structures, refuse disposal, water, and sewer.	N/A – Rezone Denied	N/A – Rezone Denied
That the proposed use will not create excessive additional costs for public facilities and services and will not be detrimental to the economic welfare of the community.	N/A – Rezone Denied	N/A – Rezone Denied
That the proposed use will not involve activities or processes, materials, equipment, and conditions of operation that will be detrimental to any persons, property or the general welfare by reason of excessive production of noise, smoke, fumes, glare or odors.	N/A – Rezone Denied	N/A – Rezone Denied
That the proposed use will not result in the destruction, loss or damage of a natural, scenic or historic feature considered to be of major importance on the site in which the special use will take place.	N/A – Rezone Denied	N/A – Rezone Denied

VII. CONCLUSIONS OF LAW

1. The City of Caldwell has provided for the processing of Land Use permits authorized by Chapter 65, Title 67, Idaho Code, pursuant to Chapter 10 Zoning Regulations and Chapter 11 Subdivision Regulations.

2. Adequate notice of the public hearing was provided, pursuant to Section 67-6512, Idaho Code and Chapter 10, Article 3, Section 10-03-12 of Caldwell City Code.

3. The record includes, but is not limited to all files, application documents, public notices, public comments and testimony, staff reports and memos, presented evidence and exhibits, public hearing written minutes and audio, and the signed Findings of Facts, Conclusions of Law and Decision.

4. The Planning and Zoning Commission and Hearing Examiner are authorized to recommend approval, recommend approval with conditions, recommend approval with modifications, or recommend denial of specific land use applications in accordance with Section 10-01-02 (3) of Caldwell City Code. The Hearing Examiner reviewed and considered all records, evidence, testimony, facts presented, applicable code standards, and the Caldwell Comprehensive Plan when making their recommendation.

5. The Planning and Zoning Commission and Hearing Examiner are authorized to approve, approve with conditions, approve with modifications, or deny special use permits and planned unit development requests, when said planned unit development requests are not part of a preliminary plat, in accordance with Section 10-01-02(3) of Caldwell City Code.

6. The City Council reviewed and considered all records, evidence, testimony, facts presented, applicable code standards, the Caldwell Comprehensive Plan, and approval criteria as specified within Caldwell City Code in making their findings and decision.

VIII. DECISION

THEREFORE, the Caldwell City Council, hereby **DENIES** the request for Rezone of approximately 3.92 acres from C-3 to R-3 because the Rezone request is not compliant with the vision of the adopted comprehensive plan by not meeting code requirements that aim to implement the comprehensive plan goals, specifically the code requirement to include nonresidential uses within the Mixed Use Center place type along the arterial frontage (Ustick Road) and not meeting the vision of the comprehensive plan for the area being a mixed-use place type. The City Council provided input regarding what the applicant could do to seek future consideration by stating any future project on the subject site should include nonresidential or mixed-use buildings along the Ustick frontage. Because the rezone was denied, the City Council did not take action on the associated Special Use Permit for the purpose of constructing a Multifamily Apartment (Large-Scale) development of 50 duplex style units because the denial of the Rezone request nullified the Special Use Permit request as without the rezone, the requested use is not a permitted use.

STANDARD LANGUAGE FOR DENIAL DECISION

(This section is applicable to all denial decisions except for OWNER CONSENTED ANNEXATIONS)

A. Request For Reconsideration By Affected Persons: On any application brought before the city council affecting the use, occupancy or development of real property, including, but not limited to, those matters governed by the Idaho Local Land Use Planning Act, found at Idaho Code section 67-6501 et seq., or the Caldwell Zoning Ordinance, found in this title, a party may request that the city council reconsider a decision pursuant to the terms of this section. Decisions and recommendations of the planning and zoning commission are not subject to reconsideration but may be appealed to the city council as provided in this title.

1. As required by Idaho Code section 67-6535(2)(b), any applicant or affected person who wishes to seek judicial review of compliance with the provisions of Idaho Code section 67-6535, must first seek reconsideration of the final decision within fourteen (14) days.

2. Such written request must be delivered to the city clerk within that time frame and must identify specific deficiencies in the decision for which reconsideration is sought. Upon reconsideration, the decision may be affirmed, reversed or modified after compliance with applicable procedural standards.

3. The city council shall review the petition for reconsideration at a regular meeting and decide whether to reconsider the matter.

4. The city council may consider its decision only if it finds any of the following:

    a) There was a clerical error in the decision;

    b) The decision resulted from fraud or mistake;

    c) There is new evidence for the record or a change in circumstances;

    d) There was a procedural error;

e) The council previously rejected the application by a tie vote; or

f) The decision was made in violation of substantive law.

5. If the city council chooses to reconsider the final decision, the city council shall provide the applicant or affected person a written decision on such action. If the city council grants reconsideration in whole or in part, a hearing before the city council will be scheduled to address the specific deficiencies identified by the applicant or affected person, which shall be conducted pursuant to the public notice procedures set forth in this section. The issues examined upon reconsideration shall be limited to issues raised by the petition for reconsideration and the record previously established, as well as the applicable law. The cost of all required notices shall be borne by the party(ies) seeking reconsideration of the decision and paid in advance.

6. Following the hearing on the reconsideration, the city council may affirm, reverse, or modify, in whole or in part, its' prior decision and shall provide a written decision to the applicant and the affected person(s) within sixty (60) days of receipt of the request for reconsideration. If the city council fails to timely decide, the request for reconsideration is deemed denied. A decision shall not be deemed final for purposes of judicial review unless the process required in this subsection has been followed. The twenty-eight (28) day time frame for seeking judicial review is tolled until the date of the written decision regarding reconsideration or the expiration of the sixty (60) day reconsideration period, whichever occurs first.

7. Once the council has reconsidered any of its decisions relating to a given application, as set forth hereinabove, it may not entertain any additional or subsequent request for reconsideration, whether by the same or any other interested party.

A failure to request reconsideration is a failure of the applicant or affected party to exhaust administrative remedies.

These Findings of Fact, Conclusions of Law and Decision are approved and adopted by the Caldwell City Council on this 16th day of March 2026.

_____

Eric Phillips, Caldwell Mayor

ATTEST:

_____

Kristina Buchan, Caldwell City Clerk

EXHIBITS

Exhibit 1: Application Documents

- Application(s)
- Project Narrative
- Vicinity Map
- Site Plan
- Landscape Plan
- Open Space Exhibit
- Building Elevations
- Building Renderings
- Neighborhood Meeting Letter
- Neighborhood Meeting Mailing List
- Neighborhood Meeting Sign-In Sheet

Exhibit 2: City Department Conditions of Approval and Comments

- City of Caldwell Engineering Department
- City of Caldwell Fire Department
- City of Caldwell Mapping Department

Exhibit 3: Agency Notification and Comments

- Copy of Public Agency Notification Sent
- List of Public Agencies Notified
- Agency Comments Received
    - Vallivue School District

Exhibit 4: Written Public Comments
- None received prior to public hearing

Exhibit 5: Minutes of the Hearing Examiner Hearings (12/23/2025 & 1/13/2026)

Exhibit 6: Draft Development Agreement

Exhibit 7: Ordinance and Summary (Rezone)

EXHIBIT 1:

APPLICATION DOCUMENTS

COMMUNITY DEVELOPMENT DEPARTMENT
Planning & Zoning Division
Caldwell City Hall: 205 S 6th Avenue | Mail: PO Box 1179 Caldwell, ID 83606 |Phone: 208-455-3024
https://www.cityofcaldwell.org/Departments/Community-Development/Building-Safety-Division
Robin Collins, PCED, CBO | Community Development Director & Building Official

Master Land Use Application

This Master Land Use Application and specific land use checklists must be completed, with all required supplemental documents provided, prescreening passed, and fees paid for an application to be considered complete and accepted.

Hearing dates and codes utilized for review are based on the date is "complete and accepted".

Failure to submit all requested items (in legible form) may delay the processing of your application.

APPLICATION LEGEND:

* = Public hearing(s) required
** = May require public hearing
*** = City Council consent agenda
All others are considered Administrative Staff Level Reviews

I. Application Requests (check all that apply)

- ☐ Admin Director Determination
- ☐ Administrative Development Review[2]
- ☐ Alternative Method of Compliance
- ☐ Annexation w/Zoning*
- ☐ Business License (Permit)
- ☐ Certificate of Appropriateness*
- ☐ Comprehensive Plan (Map) Amendment*
- ☐ Comprehensive Plan (Text) Amendment*
- ☐ Deannexation*
- ☐ Design Review**
- ☐ Development Agreement (New)*
- ☐ Development Agreement (Modification)**
- ☐ Development Agreement (Termination)*
- ☐ Home Occupation Permit (New)
- ☐ Home Occupation Permit (Renewal)
- ☐ Lot Line / Boundary Line Adjustment
- ☐ Lot Split (Administrative)
- ☐ Lot Split (Simple)
- ☐ Manufactured Home Community*
- ☐ Mobile Food Unit (Individual)
- ☐ Mobile Food Unit Park / Court
- ☐ Modification to Conditions of Approval**
- ☐ Outdoor Dining Permit
- ☐ Parcel Consolidation
- ☐ Performance Bonding
- ☐ Planned Unit Development (New)*
- ☐ Planned Unit Development (Modification)**
- ☐ Public Art / Mural
- ☑ Rezone* (Zoning Map Amendment)
- ☐ Signs[1]
- ☑ Special Use Permit (New)*
- ☐ Special Use Permit (Modification)**
- ☐ Subdivision (Prelim) Plat*
- ☐ Subdivision (Final) Plat***
- ☐ Subdivision (Short) Plat*
- ☐ Subdivision Plat Modification**
- ☐ Subdivision Plat (Time Extension)
- ☐ Subdivision Plat (Renewal)
- ☐ Temporary Use Permit
- ☐ Traffic Impact Study Review
- ☐ Vacation (Easement)*
- ☐ Vacation (Plat Note) *
- ☐ Vacation (ROW) *
- ☐ Variance*
- ☐ Zoning Ordinance Text Amendment*

Footnotes:

[1]Freestanding, post/pole, or monument signs less than 6' in height. All other signs must be submitted through the building department.

[2] Used when not associated with other land use applications, when revisions to an approved (non-subdivision development) is being proposed, or when the land use schedules indicate the requirement for Administrative Development Review.

II. General Project / Site Information

Project or Development Name: *(for business licensing, use business name)*	FREEDOM 50
Site Address(s): *Upload separate attached sheet if more than six (6) site addresses*	4120 E USTICK RD CALDWELL, ID 83605
Suite #s:	
Parcel #s:	R3249700000
Total Acres:	3.9
Prior Use of Property:	C-3 COMMERCIAL
Proposed Use of Property:	R-3 RESIDENTIAL

Current Zoning of Subject Parcel(s): *(check all that apply)*

☐ RS-1	☐ C-1	☐ M-1	☐ D-CC	☐ A-D	☐ Property in County
☐ RS-2	☐ C-2	☐ M-2	☐ C-CB	☐ C-D	
☐ -1	☑ C-3	☐ I-P	☐ T-N	☐ H-D	List County Designation:
☐ R-2	☐ C-4			☐ P-D	
☐ R-3	☐ H-C				

Proposed Zoning of Subject Parcel(s): *(check all that apply)*	☐ No Change ☐ RS-1 ☐ RS-2 ☐ R-1 ☐ R-2 ☑ R-3	☐ C-1 ☐ C-2 ☐ C-3 ☐ C-4 ☐ H-C	☐ M-1 ☐ M-2 ☐ I-P		☐ D-CC ☐ C-CB ☐ T-N	☐ A-D ☐ C-D ☐ H-D ☐ P-D

Select the Overlay District for the Subject Parcel(s): *(check all that apply)*	☑ Not in Overlay Zone ☐ APO-1 ☐ APO-2	☐ ED-1	☐ FP-1	☐ HD-1 ☐ HD-2 ☐ HD-3	☐ SO-1 ☐ SO-2 ☐ SO-3	☐ UD-1 ☐ UD-2 ☐ UD-3

City of Caldwell Comprehensive Plan Designation of Subject Parcel(s): *(check all that apply)*	☐ Neighborhood 1 ☐ Neighborhood 2 ☐ Neighborhood 3 ☐ Urban Neighborhood	☐ Downtown ☑ Mixed Use Center ☐ Community Center ☐ Special Purpose

Is/Are Subject Parcel(s) located within an "Area Hub" as indicated within the City of Caldwell Comprehensive Plan?

☐ Yes ☑ No

III. Applicant Information

Note: If applicant is an LLC, proof of authorized signer will be required from the Secretary of State.

Name:	PAUL HILBIG
Company Name: *(if applicable)*	TMOD HOMES, LLC
Mailing Address:	2667 E GALA STREET SUITE 120 MERIDIAN, IDAHO 83642

Phone:	208-921-2506	**Email:**	PAUL@TMOD.COM

Email Address:	PAUL @TMOD.COM
Applicants Relationship to Property Owner:	☐ Property Owner ☑ Authorized Agent/Representative ☐ Purchaser ☐ Petitioner *(vacation requests only)*

IV. Property Owners' Information *(if different from applicant)*

Name:	DAVID NELSON
Mailing Address:	1123 12TH AVE STE 133 NAMPA, ID 83686
Phone:	
Email:	

V. Contractor / Developer Information *(fill out, if applicable)*

Name:	SAME AS APPLICANT
Company Name: *(if applicable)*	
Mailing Address:	
Phone:	
Email:	

VI. Architect Information *(fill out, if applicable)*

Name:	Patrick Alles
Company Name: *(if applicable)*	Patrick Alles Architecture
Mailing Address:	910 W Main Street, Suite 236 Boise, ID 83702
Phone:	971-373-3265
Email:	patrick@allesarchitecture.com

VII. Civil Engineer / Surveyor Information *(fill out, if applicable)*

Name:	DENNIS JORDAN
Company Name: *(if applicable)*	FOCUS ENGINEERING & SURVEYING
Mailing Address:	1001 N ROSARIO ST SUITE 100 MERIDIAN, ID 83642
Phone:	208-974-0075
Email:	DJORDAN@FOCUS-ES.COM

VIII. Landscape Architect Information *(fill out, if applicable)*

Name:	BRYAN WILSON
Company Name: *(if applicable)*	FOCUS ENGINEERING & SURVEYING
Mailing Address:	6949 S HIGH TECH DRIVE SUITE 200 MIDVALE, UT 84047
Phone:	801-352-0075
Email:	BWILSON@FOCUS-ES.COM

IX. Applicant Acknowledgement

☐ By signing this application, I authorize employees/agents of the City to enter onto the property that is the subject of this application during regular business hours. The sole purpose of entry is to make an examination of the property that is necessary to process this application; and

☐ I certify that I am the owner of this property, the owner's authorized agent/representative, or the petitioner (if for a vacation). If acting as an authorized agent or representative, I further certify that I have full power and authority to file this application and to perform, on behalf of the owner, all acts required to enable the jurisdiction to process and review such an application. I will comply with all provisions of the law and ordinance governing this type of application; and

☐ I certify that failure to submit all required documents in compliance with the checklist could result in delayed acceptance, processing, and hearing date timelines; and

☐ I certify that the information furnished by me as part of this application is true and correct to the best of my knowledge.

I certify that I am the:

☐ Property Owner ☑ Authorized Agent / Representative ☐ Petitioner (Vacations Only)

PAUL HILBIG — Applicant / Applicant's Representative Printed Name

SEPTEMBER 30, 2025 — Date

Applicant / Applicant's Representative Signature

City of Caldwell
Planning and Zoning Department
Phone: (208) 455-3021 | Web: www.cityofcaldwell.org

SPECIAL USE PERMIT CHECKLIST

The following items shall be included in the application submittal. Additional information may be required upon official review of the plans. Please check the box for each item listed below to confirm submission of the item listed.

SECTION 1: Filing Requirements

- ☐ All applications, checklists, plans and supporting documents must be submitted through our Online Permit Center.
- ☐ All applications, checklists, plans and supporting documents shall follow the naming schematic as provided here.
- ☐ Filing fees **(see Section 2 below)**
- ☐ PDF Documents formatted in accordance with **Section 5** below.
- ☐ All documents shall follow the naming conventions as shown here.

SECTION 2: Filing Fees

Refer to the Planning Department fee list for most current fees.

☐ Permit fees. Fees will be required to be paid once the application has been submitted and received by the department.

SECTION 3: Submittal Documents

The items listed below are considered a minimum. Additional information may be necessary for clarification during the review process.

☐ ***Master Land Use Application.*** Copy of a completed and signed master land use application.

☐ ***Application Checklist.*** Copy of a completed and signed application checklist

☐ ***Copy of Deeds or Proof of Ownership.*** If the owner is a corporation or LLC, proof of the representative for the LLC or corporation will be required.

☐ ***Property Owner Acknowledgement***. Signed Property Owner Acknowledgement form (if applicable)

☐ ***Neighborhood Meeting Information***, including;

- ☐ A copy of the letter sent to all owners, residents and associations within 500' of property
- ☐ A copy of the 500' mailing list
- ☐ A copy of the sign-in sheet, with your signature for certification

City of Caldwell
Planning and Zoning Department
Phone: (208) 455-3021 | Web: www.cityofcaldwell.org

☐ ***Legal Descriptions.*** Attach a legal description of the property including metes and bounds to the centerline of all adjacent rights of ways. All legal descriptions shall be certified by a land surveyor registered to the State of Idaho.

☐ ***Detailed Site Plan***, **drawn to scale**, showing:

- ☐ Location of all property lines and dimensions
- ☐ All streets and driveways
- ☐ All off-street parking, loading spaces, drive aisles, ramps, and sidewalks
- ☐ All trash enclosure locations
- ☐ All existing and proposed landscaping
- ☐ All existing and proposed buildings and structures with setbacks
- ☐ All utility locations. Specify location of any overhead utility lines on the property
- ☐ Location of all proposed sign with dimensions to property line

☐ ***Concept Building Elevations (if new construction or remodel):*** Colored building elevations of all four (4) sides of buildings, indicating building heights, colors, materials, windows, doors, architectural features, and landscaping around buildings.

☐ ***Landscape Plan:*** Landscape plan, drawn to scale (no smaller than 1" = 50') and prepared by a landscape architect, a landscape designer or a qualified nursery person. Landscape plans shall be stamped by a licensed landscape architect and including the following information:

- ☐ ***Streets, Setbacks and Easements:*** Show all streets, setbacks, and easements, Streets shall be identified by name. Dimension and label all right-of-way, setbacks, and easements
- ☐ ***Sight Visibility Triangles:*** Show and label all sign visibility triangles.
- ☐ ***Storm Water Facilities and Berms:*** Show all storm water facilities and berms. Indicate berm heights, slopes and proposed landscaping
- ☐ ***Off-Street Parking & Bicycle Parking:*** A note listing the required number of parking spaces and bicycle parking spaces, the provided number of parking spaces and bicycle parking spaces, and the circulation area required to serve the parking spaces with typical dimensions.
- ☐ ***Existing Trees and/or Shrubs:*** Location of all existing trees and shrubs, and the approximate size and type of any existing trees and shrubs. Indicate by note which trees and/or shrubs will remain, if any.
- ☐ ***Existing and Proposed Structures***: Location of all existing and proposed structures and a note of whether the existing structures will remain
- ☐ ***Pathways:*** Location, width, and type of pathways, along with identification of all required pathway materials and landscaping callouts for micro pathways, major pathways, public pathways, regional pathways, and Indian Creek Corridor pathways (if applicable).

☐ ***Open Space Exhibit***: Separate open space exhibit clearly delineated using colored shading, so it is readily identifiable. The open space exhibit shall contain a table identifying:

- ☐ The percentage and acreage of each individual areas of open space and if the open space is being calculated as qualified open space
- ☐ The total percentage and acreage of code required open space and qualifying open space in relationship to the gross area of the project
- ☐ The total percentage and acreage of proposed open space and qualifying open space in relationship to the gross area of the project

☐ ***Public Amenities:*** Location, size, and types of new structures for recreational use (i.e., gazebos, water features, picnic areas, shuffleboard, etc.)

☐ ***School Bus Stops:*** Location of school bus stop areas within a common lot or common easement

☐ ***Public Transit Stops:*** Location of any public transit

☐ ***Street Landscape Buffers:*** Location and width of all street landscape buffers. Include the location of all sod, trees, shrubs, plantings, and other materials proposed.

☐ ***Landscape Buffers Between Land Uses:*** Location and width of all landscape buffers between different land uses. Include the location of all sod, trees, shrubs, plantings, and other materials proposed.

☐ ***Parking Lot Landscaping:*** Location and size of all landscape islands within parking lots, Include the location of all landscaping materials proposed

☐ ***Trash Enclosures:*** Location of all trash enclosures, to include details about screening and landscaping

☐ ***Fencing:*** Location, height, color, and materials for all existing or proposed fencing

☐ ***Other Landscape Amenities:*** Provide location, size, type and description of all other landscape improvements such as berms, decorative rock, boulders, etc.

☐ ***Landscape Schedule:*** Provide a table listing all of the locations, descriptions, types and numbers of landscaping products to be installed.

☐ ***Traffic Impact Study:*** A traffic impact study will be required if the proposed development generates one hundred (100) or more peak hour vehicle trips; more than thirty thousand (30,000) square feet of commercial use; or more than fifty thousand (50,000) square feet of industrial use.

Note: The city may require an impact study, even if the aforementioned criteria are not exceeded to resolve unique circumstances. The city may also waive the requirement if, in the city's opinion, there are no traffic issues to resolve.

SECTION 4: Project Specific Details

Fill in all the information below that is applicable to the project being proposed.

LAND USE AND ZONING INFORMATION			
	Zoning Designation	**Comp Plan Designation**	**Land Use**
(Subject Property)	SERVICE COMMERCIAL	MIXED USE CENTER	MIXED USE CENTER
North of Site	SERVICE COMMERCIAL	MIXED USE CENTER	MIXED USE CENTER
South of Site	SERVICE COMMERCIAL	MIXED USE CENTER	MIXED USE CENTER
East of Site	SERVICE COMMERCIAL	MIXED USE CENTER	MIXED USE CENTER
West of Site	LOW DENSITY RESIDENTIAL	NEIGHBORHOOD 3	RESIDENTIAL

PARKING, LOADING AND PEDESTRIAN AMENITIES		
Description	**Min. Required**	**Proposed**
Electric vehicle parking spaces	5	6
Off-street parking spaces	105	120
Commercial loading spaces	N/A	N/A
Industrial loading spaces	N/A	N/A
Bicycle parking spaces:	10	10
Describe any public transportation facilities that will be provided.	N/A	
Describe any public amenities that are being proposed:	PLAYGROUND AND DOG PARK	

City of Caldwell
Planning and Zoning Department
Phone: (208) 455-3021 | Web: www.cityofcaldwell.org

LANDSCAPING AND PATHWAYS	
Landscaping: *Please check all locations where landscaping will be provided*	☐ Parking lot ☑ Common areas ☐ Street landscape buffers ☐ Between different land uses ☐ Adjacent to Pathways ☑ Around building exterior Other _____
Public or Regional Pathways *Describe location, width, landscaping, and any proposed fencing:*	N/A

STREET LANDSCAPE BUFFERS

Location *(Enter Street Name)*	**Min. Width Required**	**Proposed Width**	**% of Sod Proposed**	**# of Trees Proposed**	**Min. Tree Spacing** *(in feet)*	**# of Shrubs Proposed**	**Min. Shrub Spacing** *(in feet)*

BUFFERS BETWEEN LAND USES

Location *(If not required, put N/A)*	**Min. Width Required**	**Proposed Width**	**% of Sod Proposed**	**# of Trees Proposed**	**Min. Tree Spacing** *(in feet)*	**# of Shrubs Proposed**	**Min. Shrub Spacing** *(in feet)*
North Property Line							
South Property Line							
East Property Line							
West Property Line							

PUBLIC SIDEWALKS				
Location (Street Name)	**Min. Width Required**	**Proposed Width**	**Type of Sidewalk**	**Existing or Proposed**
USTICK RD	8'	N/A	☐ Meandering ☑ Attached ☐ Detached	☑ Existing ☐ Proposed
			☐ Meandering ☐ Attached ☐ Detached	☐ Existing ☐ Proposed
			☐ Meandering ☐ Attached ☐ Detached	☐ Existing ☐ Proposed
			☐ Meandering ☐ Attached ☐ Detached	☐ Existing ☐ Proposed

UTILITIES, INFRASTRUCTURE, AND PUBLIC SERVICES INFORMATION		
Type of Site Access:	☑	Street Frontage ACCESS OFF OF USTICK
	☐	Easement Easement Width: Instrument #
Street(s) Providing Access:	USTICK RD	
Will Secondary Access for Fire be Provided:	☐ Yes ☐ No	
Internal Roads:	☐	Public
	☐	Private
	☐	Internal Circulation
	☐	Road User's Maintenance Agreement Inst#
School Districts Serving this Location:	☐	Caldwell School District
	☐	Vallivue School District

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UTILITIES, INFRASTRUCTURE, AND PUBLIC SERVICES INFORMATION		
Domestic Water:	☐	Individual Domestic Well – How Many?
	☐	Centralized Public Water System
	☐	City Municipal Water System
	☐	N/A
	Nearest Water Line Connection:	
Sewer (Wastewater):	☐	Individual Septic
	☐	City Municipal Sewer
	☐	N/A
	Nearest Sewer Line Connection:	
Irrigation:	☐	Surface
	☐	Irrigation Well
	☐	Pressurized
	☐	Gravity
	☐	N/A
	Nearest Irrigation Connection: WEST OF SITE IN ASHTON MEADOWS VIA PID	
	Irrigation District:	
Stormwater:	☐	Swales
	☐	Ponds
	☐	Borrow Ditches
	☐	Other, Explain: SEEPAGE BED
Stormwater Management:	Does the site disturb one or more acres of land? ☑ Yes ☐ No	
Fire Suppression Water Supply Source:	MUNICIPAL WATER	
Sources of Surface Water on or Nearby Properties (i.e., creeks, ditches, canals, lake, etc.):	ELIJAH DRAIN WEST OF PROPERTY	

SECTION 5: PDF Formatting Requirements

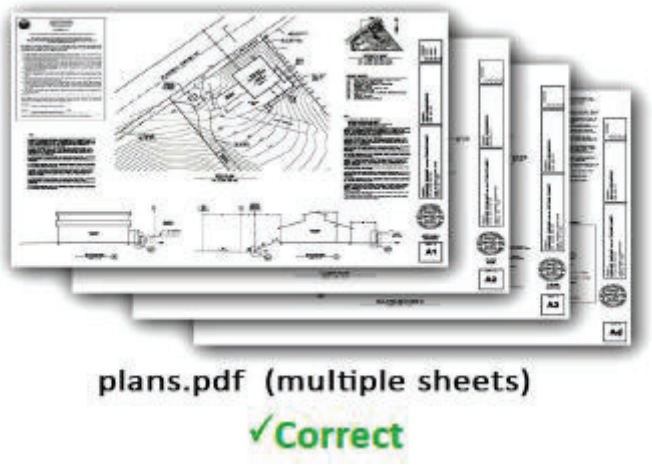
Portable Document Format (PDF) is the industry standard for electronic plans. The City of Caldwell only accepts PDF files for plan review. PDF files must be properly formatted as described below. Please read the instructions carefully. Improperly formatted plans can delay the plan review process for your project.

Layers: No multiple layers. Layers must be merged or flattened.

Format: Vector-based files are preferred given the ability to scale these files.

Resolution: Min. of 300 pixels per inch (PPI)

Grouping: Multiple sheet PDF (single file with multiple sheets)



Labeling: Each sheet of the plans must be labeled with the project name, contractor, and address of the subject site.

IX. Applicant Acknowledgement

☐ By signing this application, I authorize employees/agents of the City to enter onto the property that is the subject of this application during regular business hours. The sole purpose of entry is to make an examination of the property that is necessary to process this application; and

☐ I certify that I am the owner of this property, the owner's authorized agent/representative, or the petitioner (if for a vacation). If acting as an authorized agent or representative, I further certify that I have full power and authority to file this application and to perform, on behalf of the owner, all acts required to enable the jurisdiction to process and review such an application. I will comply with all provisions of the law and ordinance governing this type of application; and

☐ I certify that failure to submit all required documents in compliance with the checklist could result in delayed acceptance, processing, and hearing date timelines; and

☐ I certify that the information furnished by me as part of this application is true and correct to the best of my knowledge.

I certify that I am the:

☐ Property Owner ☑ Authorized Agent / Representative ☐ Petitioner (Vacations Only)

PAUL HILBIG — Applicant / Applicant's Representative Printed Name

SEPTEMBER 30, 2025 — Date

Applicant / Applicant's Representative Signature

Freedom Fifty Duplex Community

Planning and Zoning Department
City of Caldwell

Rezone from C-3 to R-3
and Special Use Permit for Duplex Use

Address: 4120 E Ustick Road, Caldwell, Idaho
Parcel No.: R3249700000

Overview of the Proposed Rezone and Future Development Plan

The applicant requests approval of a Rezone from C-3 to R-3 and a Special Use Permit to allow development of a 25-building duplex community (50 total dwelling units) on approximately 4.35 acres located at 4120 E Ustick Road, Caldwell, Idaho (Parcel R3249700000).

This property was previously approved by the Caldwell City Council in 2022 for the "Latitude 96" project, a three-story, 96-unit apartment complex under the existing C-3 zoning. Due to changing economic conditions that project did not move forward. The applicant now proposes Freedom Fifty -- a significantly lower-density, less-intensive residential community that maintains the same spirit of providing attainable housing while better aligning with current market realities and community context.

The proposed Freedom Fifty Duplex Community will feature 25 two-story duplex buildings, each containing two bedrooms and two bathrooms with a size of 1,250 square feet. Each building, therefore, will contain 2,500 square feet. Homes will be constructed using TMOD's factory-built, metal-framed modular system, which allows for precise quality control, faster delivery, and lower costs than traditional site-built methods. [TMOD is a next-generation building company based in Caldwell that combines advanced manufacturing and modular design to deliver high-quality, energy-efficient, and attainable housing more quickly and affordably than traditional construction methods.]

The proposed development will provide 120 total parking stalls, including 114 standard spaces and 6 ADA-accessible stalls. Of these, 40 stalls will be covered parking, enhancing both resident comfort and visual appeal. Parking exceeds the minimum requirements for duplex development within the R-3 zone, providing an average of 2.4 stalls per dwelling unit. The project maintains a low overall intensity with a density of 11.5 dwelling units per acre, which is well within the intended range for the R-3 district.

Common open space features include a playground, dog park, landscaped common areas, covered parking structures, and EV charging stations, creating a functional and attractive community environment for residents.

Site Context and Compatibility

The property is surrounded by a mix of commercial, industrial, and residential uses:
- East and South: Adjacent to the Walmart Supercenter, a major regional commercial use.
- West: Single-family homes, separated from the project by a canal, providing approximately 160 feet of separation between the nearest residence and the site.
- North: Fronts Ustick Road, an arterial street recently widened by the City, which included construction of a curb cut that will serve as the project's primary access. Across Ustick are industrial and warehouse-type buildings.

Given this mix of surrounding uses, Freedom Fifty offers an ideal transitional use between high-activity commercial areas and lower-intensity residential neighborhoods. Its scale, setbacks, and landscaping provide a visual and functional buffer that supports orderly development consistent with the Comprehensive Plan.

Justification for Residential Use Along Arterial Frontage

Maintaining commercial zoning on this parcel would create land-use inefficiencies and an awkward site layout that diminishes both commercial viability and neighborhood design quality. Residential development at this frontage is more appropriate for the following reasons:

1. Oversupply of Nearby Commercial Land: Within roughly a quarter-mile radius—particularly along Cleveland Boulevard—there are over 35 acres of vacant commercial property already available for development. The market does not currently support additional retail or service uses at this location.
2. Improved Transition Between Uses: Retaining commercial zoning would place high-intensity traffic and lighting immediately adjacent to single-family homes to the west. The proposed duplex community creates a smoother, more compatible transition between those residential areas and the adjacent Walmart.
3. Reduced Impacts and Greater Neighborhood Compatibility: Duplex housing produces significantly fewer daily trips and less noise and glare than commercial uses. The development's design and landscaping will further minimize any visual or operational impacts.
4. Better Long-Term Land-Use Fit: The City's Comprehensive Plan emphasizes infill housing, housing diversity, and efficient infrastructure use. This project directly advances those policies, while commercial needs remain adequately served along Cleveland Boulevard and other corridors.

In short, commercial zoning would impose a use pattern that no longer reflects market demand or neighborhood character, whereas residential development provides a balanced, context-sensitive solution for this site.

Consistency with the Caldwell Comprehensive Plan

Although no Comprehensive Plan Map amendment is requested, the proposal is fully consistent with the City's adopted goals and policies:

- Goal 1 – Managed and Orderly Growth: Encourages infill and redevelopment of under-utilized

parcels inside City limits.
- Goal 2 – Housing Variety and Affordability: Expands attainable housing options through efficient modular construction, serving residents priced out of traditional new builds.
- Goal 3 – Compact, Efficient Land Use: Promotes walkable, connected design using existing infrastructure and arterials.
- Goal 4 – Compatible Land Uses: Provides an appropriate buffer between Walmart and nearby single-family neighborhoods.
- Goal 6 – Sustainable Infrastructure: Leverages existing City water, sewer, and stormwater systems without extending services.

Consistency with the Purpose of the R-3 District

Under Caldwell City Code 10-02-06-03, the R-3 High Density Residential Zone is intended to: "Provide areas for high-density residential neighborhoods characterized by multiple-family dwellings, two-family dwellings, and other compatible uses with adequate access to community services and facilities."

Freedom Fifty aligns with this purpose by:
- Providing two-family dwellings through a Special Use Permit consistent with R-3 standards.
- Maintaining high-quality architecture, amenities, and open space consistent with modern neighborhood design.
- Delivering energy-efficient, factory-built homes that reduce costs and environmental impact.

Intensity of Development and Mitigation of Potential Impacts

The project represents a significant reduction in intensity compared to the previously approved 96-unit apartment complex. The proposed 50 duplex units will generate roughly half the traffic volume and visual scale.

Mitigation Measures:
- Traffic: Access through the existing City-installed curb cut on Ustick Road ensures safe ingress/egress; internal circulation will meet Fire and Engineering standards.
- Visual Character: Architectural variation, fencing, and landscaping will ensure an attractive and cohesive appearance.
- Noise and Lighting: All lighting will be shielded and directed downward.
- Stormwater: On-site detention and retention will meet or exceed City requirements.
- Compatibility: The 160-foot canal buffer to the west and landscaping along all edges ensure privacy and visual separation.

Adequate Public Facilities and Services

Adequate public facilities exist and will be provided to serve all uses allowed under the proposed R-3 zoning.
- Water and Sewer: City utilities are available adjacent to the site; service laterals will be extended per City standards.
- Streets: The site fronts Ustick Road with an existing curb cut installed by the City.
- Storm Drainage: On-site stormwater facilities will comply with City standards.
- Irrigation: The development will connect to a pressurized irrigation system.

- Emergency Services: Within Caldwell Fire and Police service areas.

No off-site infrastructure extensions or public investments are required.

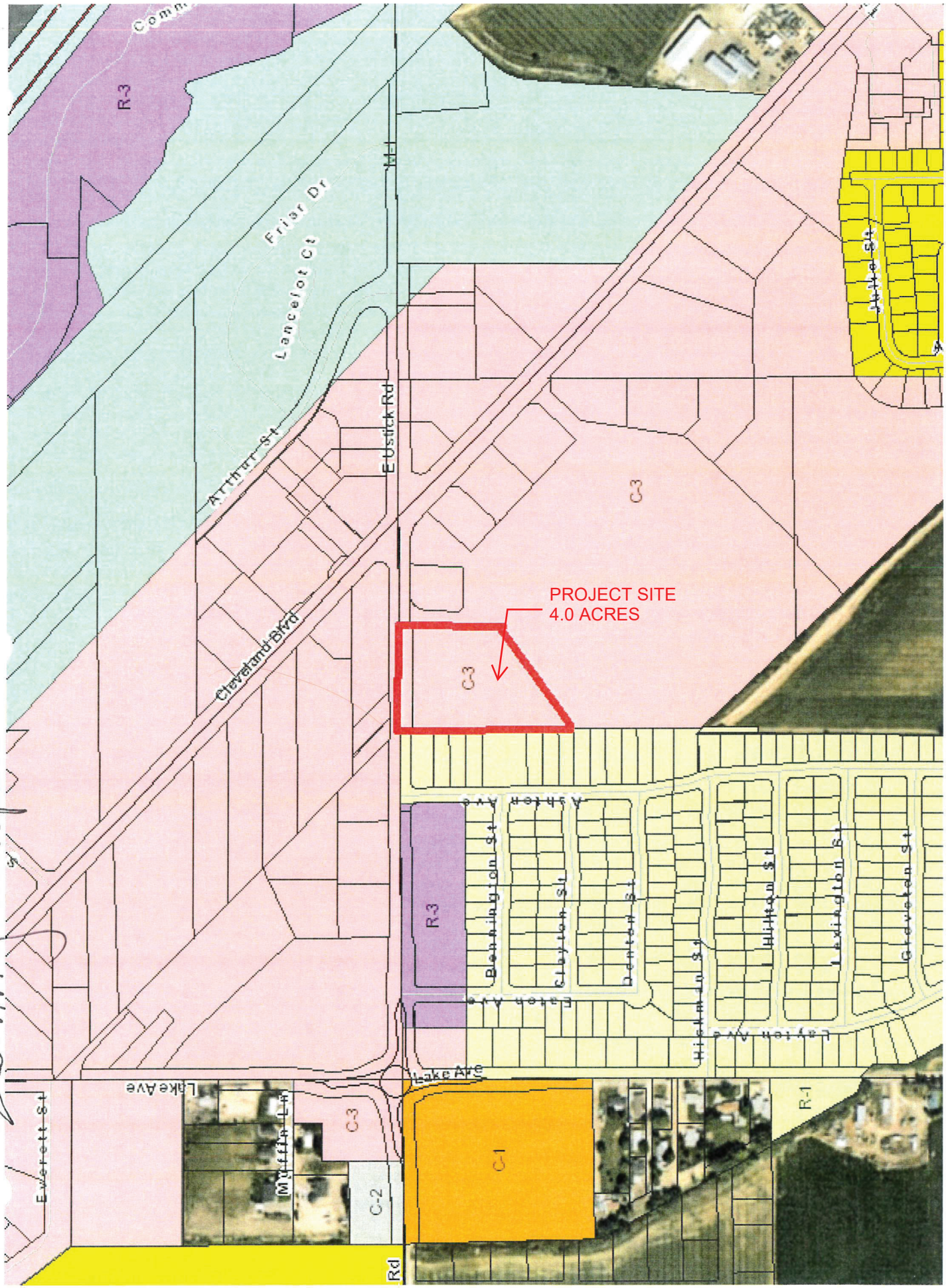
Conclusion

The Freedom Fifty Duplex Community represents a thoughtful evolution of an approved residential concept—transforming a 96-unit apartment project into a 50-unit duplex neighborhood that better meets today's market needs while improving compatibility with surrounding land uses.

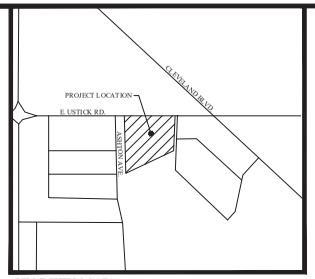
Through TMOD's modular construction technology, the project will deliver efficient, energy-conscious, attainable housing that strengthens Caldwell's housing inventory and supports the City's long-term Comprehensive Plan objectives. The proposal is consistent with the intent of the R-3 zoning district, provides a logical transition between commercial and residential uses, and contributes to the creation of a vibrant, balanced community along the Ustick Road corridor.

Respectfully submitted,

Paul Hilbig
Applicant – Freedom Fifty Duplex Community
4120 E Ustick Road | Caldwell, Idaho | Parcel R3249700000


PROJECT SITE
4.0 ACRES
R-3
C-3
C-1
C-2
R-1
R3
Friar Dr
Lancelot Ct
Arthur St
E Ustick Rd
Cleveland Blvd
Lake Ave
Everett St
Muffin Ln
Rd
Blenheim St
Clayton St
Denton St
Hillman St
Hilton St
Lexington St
Grayton St
Layton Ave
Julie St

Zoning Map



VICINITY MAP
NTS



LEGEND

BOUNDARY
ROW
CENTERLINE
LOT LINE
EASEMENT
XX" STORM DRAIN
XX" SANITARY SEWER
XX" CULINARY WATER
XX" PRESSURE IRRIGATION
CONTOUR MAJOR
CONTOUR MINOR
EXIST. STORM DRAIN
EXIST. SANITARY SEWER
EXIST. CULINARY WATER
EXIST. FENCE
EXIST. CONTOUR MAJOR
EXIST. CONTOUR MINOR
SIGN
STREET LIGHT
SD MH, INLET, AND COMBO
SEWER MANHOLE
SECONDARY METER, WATER METER
CULINARY VALVE, TEE & BEND
SECONDARY VALVE, TEE & BEND
WATER BLOW-OFF
FIRE HYDRANT
STREET MONUMENT (TO BE SET)
EXIST. STREET MONUMENT
EXIST. SD INLET & MH
EXIST. SEWER MH
EXIST. VALVE, TEE, & BEND
EXIST. FIRE HYDRANT
SPOT ELEVATION

SITE TABULATIONS

TOTAL ACREAGE	±4 ACRES

BUILDING DESIGN

NO. OF DUPLEXES	25
NO. OF UNITS	50

PARKING

REQUIRED AMOUNT	100 STALLS (2/UNIT)
TOTAL PROVIDED	111 STALLS (2.2/UNIT)
NORMAL PARKING	105 STALLS
ADA PARKING	6 STALLS
OPEN PARKING	75 STALLS
COVERED PARKING	36 STALLS
BICYCLE PARKING	12 STALLS

LEGEND

CONCRETE PAVEMENT
ASPHALT PAVEMENT
BUILDING
COVERED PARKING AREA
LANDSCAPED AREA

N
S

GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft.

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FOR REVIEW ONLY

FREEDOM 50
CALDWELL, ID
SITE PLAN

REVISION BLOCK

#	DATE	DESCRIPTION
0	----	----
1	----	----
2	----	----
3	----	----
4	----	----
5	----	----
6	----	----

SITE PLAN

Scale:	1"=30'	Drawn	GM
Date:	01/30/26	Job #	25-5065
Sheet:	C4		

X:\2025-25-5065 Third Lot\Civil\4 Working\25-5065 Engineering\Sheets\SITE PLAN.dwg

PROPERTY OVERVIEW

TOTAL ACREAGE	±4.0 ACRES
CURRENT ZONING- C-3	
SPECIAL USE PERMIT TO ALLOW R-3 (MULTI-FAMILY)	

CONCEPT DESIGN

MULTIFAMILY UNITS	50

OPEN SPACE

REQUIRED	0.4 ACRES (10%)
PROVIDED	±1.5 ACRES (37%)

CALDWELL CITY TABULATIONS

REQUIRED LANDSCAPE WITHIN STREET BUFFERS: 10-02-09

USTICK ROAD- PRINCIPLE ARTERIAL (25' BUFFER)

1. TURF GRASS/SOD AS A GROUNDCOVER SHALL BE A MINIMUM OF 20% COVERAGE BUT SHALLE NOT EXCEED 50% COVERAGE AREA

2. ONE TREE PER THIRTY-FIVE (35) LINEAR FEET OF BUFFER AREA. USTICK ROAD (352 LF / 35)= 10.05 REQUIRED- (11) TREES PROVIDED (11) CLASS (1) ORNAMENTAL TREES UNDER POWER LINES

ONE SHRUB PER FOUR (4) LINEAR FEET OF BUFFER AREA. USTICK ROAD (352 LF / 4)= 88 SHRUBS
REQUIRED- (88) SHRUBS PROVIDED (88)

PARKING LOT LANDSCAPING: 10-02-09-8

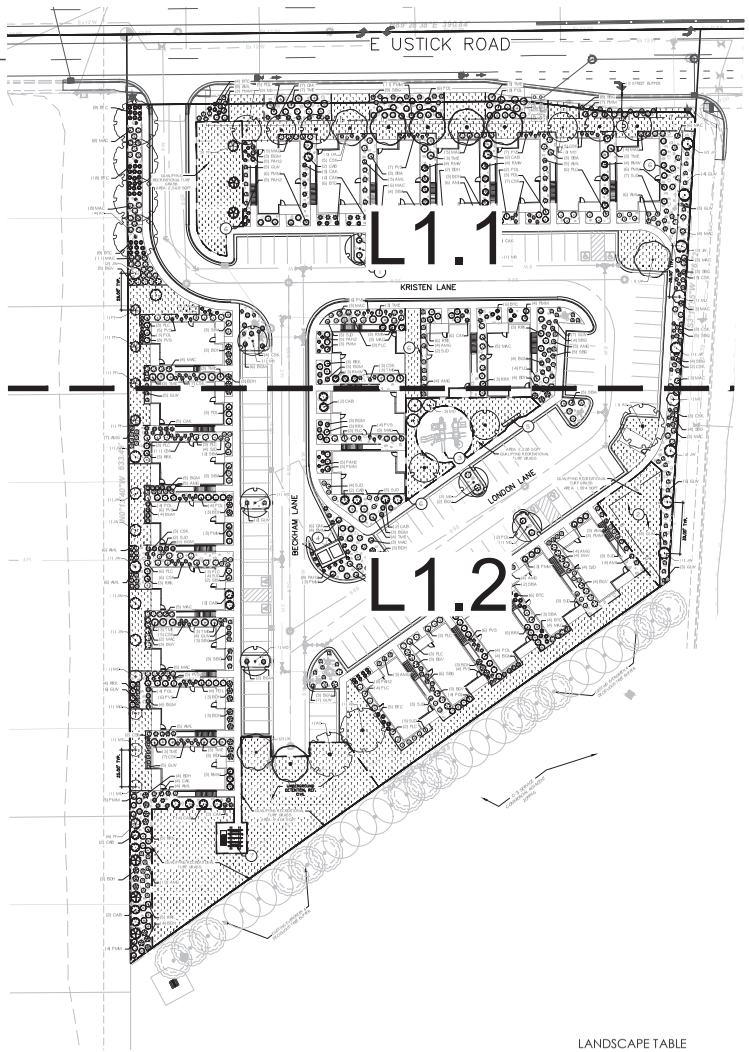
1. LINEAR GROUPING OF PARKING SPACES SHALL NOT EXCEED TWELVE (12) IN A ROW, WITHOUT A LANDSCAPE PLANTER ISLAND.
2. ISLANDS SHALL CONTAIN A MINIMUM OF ONE (1) CLASS 1 OR 2 TREE AND SHALL BE COVERED WITH A COMBINATION OF LOW SHRUBS, LAWN, OR GROUNDCOVER.

BUFFERS BETWEEN DIFFERENT LAND USES: 10-02-09-6
PROJECT SITE TO BE ANNEXED: C-1 MULTI-FAMILY

- A 15' LANDSCAPE BUFFER PROVIDED ON THE WEST PROPERTY LINE. R-1 SINGLE FAMILY RESIDENTIAL ADJACENCY.
- EAST SIDE OF THE SITE REQUIRES A BUFFER FROM (C-3 SERVICE COMMERCIAL)
- USTICK ROAD IS A PRIMARY ARTERIAL , AND REQUIRES A (25' WIDE) STREET BUFFER. AN AGREEMENT WAS ARRANGED WITH THE CITY FOR A 15' WIDE LANDSCAPE BUFFER ADJACENT TO THE PROPOSED TURN LANE ON THE NORTHEAST USTICK ROAD FRONTAGE.
- THE SOUTH SIDE OF THE SITE IS BUFFERED FROM THE WALMART PROPERTY WITH A LARGE EXISTING EVERGREEN & DECIDUOUS TREE ROW.
-

REQUIRED BUFFER MATERIAL

- MIXTURE OF EVERGREEN AND DECIDUOUS TREE (CLASS 1 & 2) TREES ONLY.
- MIXTURE OF SHRUBS, LAWN, VEGETATIVE AND NON-VEGETATIVE GROUND COVER SO THAT THE ENTIRE BUFFER WIDTH AREA IS COVERED.
- TREES SHALL BE SPACED AT 35' INTERVALS. SHRUBS SHALL BE SPACED AT 2' TO 8' INTERVALS DEPENDING UPON INDIVIDUAL PLANT SPACING REQUIREMENTS.



PLANT SCHEDULE

	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY
TREES					
	AS	Acer miyabei 'Morton'	State Street™ Miyabe Maple	2" Cal.	7
	MS	Malus x 'Spring Snow'	Spring Snow Crabapple	2" Cal.	16
	MD	Malus x adstringens 'Durleo'	Gladiator™ Crabapple	1.5" Cal.	9
	UA	Ulmus x ' Accolade'	Accolade Elm	2" Cal.	8
EVERGREEN TREES					
	JW	Juniperus scopulorum 'Wichita Blue'	Wichita Blue Juniper	6` Ht.	17
	PH	Pinus leucodermis ' Hendreichs'	Bosnian Pine	6` Ht.	11
SHRUBS					
	AML	Aronia melanocarpa 'Low Scape Hedger'	Dwarf Chokeberry	3 gal.	44
	AMG	Aronia melanocarpa 'UCONNAM012' TM	Ground Hug Black Chokeberry	5 gal.	27
	BTC	Berberis thunbergii ' Concorde'	Concorde Japanese Barberry	3 gal.	27
	BDH	Buddleja davidi 'Buzz Hot Raspberry'	Hot Raspberry Butterfly Bush	3 gal.	36
	BGM	Buxus x ' Green Mountain'	Green Mountain Boxwood	5 gal.	45
	BGV	Buxus x ' Green Velvet'	Green Velvet Boxwood	5 gal.	22
	CAB	Cornus alba 'Bailhalo' TM	Ivory Halo Dogwood	5 gal.	16
	CSK	Cornus sencea ' Kelseyi'	Kelsey`s Dwarf Red Twig Dogwood	3 gal.	87
	MAC	Mahonia aquifolium ' Compacta'	Compact Oregon Grape	5 gal.	88
	POL	Physocarpus opulifolius ' Donna May' TM	Little Devil Ninebark	5 gal.	59
	PMM	Pinus mugo 'Mops'	Mugo Pine	5 gal.	59
	PLC	Prunus laurocerasus ' Chestnut Hill'	Chestnut Hill English Laurel	5 gal.	50
	RMW	Rosa Meidiland 'White'	White Meidiland Rose	5 gal.	21
	RRK	Rosa x ' Red Knock Out '	Red Knock Out Rose	5 gal.	29
	SJD	Spiraea japonica ' Double Play Doozie'	Doozie Spirea	3 gal.	47
	SBA	Spiraea x bumalda ' Anthony Waterer'	Anthony Waterer Bumald Spiraea	3 gal.	33
	SBG	Spiraea x bumalda ' Goldflame'	Goldflame Spirea	3 gal.	51
	TME	Taxus x media ' Everlow'	Everlow Yew	5 gal.	46
ORNAMENTAL GRASSES					
	CAK	Calamagrostis x acutiflora ' Karl Foerster'	Karl Foerster Feather Reed Grass	1 gal.	39
	PVS	Panicum virgatum ' Shenandoah'	Shenandoah Switch Grass	1 gal.	56
	PAH2	Pennisetum alopecuroides ' Hameln'	Hameln Fountain Grass	1 gal.	69
PERENNIALS					
	GLW	Gaura lindheimeri ' Whirling Butterflies'	Whirling Butterflies Gaura	1 gal.	63
SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY
GROUND COVERS					
	PP2	Poa pratensis	Kentucky Bluegrass	sod	33,843 sf

REFERENCE NOTES SCHEDULE

SYMBOL	CODE	DESCRIPTION	QTY
	1	RIVER ROCK	33,486 sf
	2	4' Ht. DOG PARK FENCE	
	3	PLAYGROUND, TYP. TBD	
	4	DUMPSTER ENCLOSURE, TYP.	
	5	MAILBOX CLUSTER	
	6	STEEL EDGING	
	7	PERGOLA AND BBQ	

LANDSCAPE NOTES

1. LAWN AREAS WILL BE SODDED WITH KENTUCKY BLUEGRASS BLEND OVER 4 INCHES GOOD GRADE TOPSOIL.
2. TOP DRESS ALL SHRUB BED AREAS AND OTHER AREAS LABELED ROCK MULCH WITH 4" DEEP OF 2" BOISE RIVER ROCK FROM ROOTS ROCK 4 BARK YARD IN MIDDLETON, ID OVER DEWITT PRO-5 WEED BARRIER FABRIC. FABRIC SHALL BE INSTALLED AFTER PRE-EMERGENT HAS BEEN APPLIED.
3. INSTALL PLASTIC EDGING FOR MOW STRIPS BETWEEN LAWN AREAS AND PLANTING BEDS.
4. CONTRACTOR TO CONDUCT THEIR OWN QUANTITY TAKE-OFFS IN THE PLAN AND VERIFY ANY DISCREPANCIES WITH THE LANDSCAPE ARCHITECT.
5. CONTRACTOR SHALL VERIFY ALL UTILITIES SHOWN ON THE PLANS AS WELL AS HAVE THE SITE UTILITIES LOCATED ON THE GROUND PRIOR TO THE START OF CONSTRUCTION ACTIVITIES. IN THE EVENT THAT THE CONTRACTOR DISCOVERS AN UNDERGROUND UTILITY THAT IS NOT REPRESENTED WITHIN THE CONSTRUCTION DOCUMENTS OR AS MARKED ON THE SITE, HE SHALL IMMEDIATELY CONTACT THE OWNERS REPRESENTATIVE TO DETERMINE NEXT STEPS PRIOR TO ANY CONSTRUCTION ACTIVITIES WITHIN THE AREA OF THE NEWLY DISCOVERED UNDERGROUND UTILITY.
6. THE CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE THROUGHOUT CONSTRUCTION ACTIVITIES FOR THE PROJECT. ACCUMULATION OF STANDING WATER WILL NOT BE PERMITTED.

LANDSCAPE TABLE USTICK ROAD

ITEM	REQUIRED	PROPOSED
LANDSCAPE BUFFER LENGTH	352 LF	
SHRUBS IN ROCK AREA	88	88

LANDSCAPE TABLE EAST BUFFER

ITEM	REQUIRED	PROPOSED
LANDSCAPE BUFFER LENGTH	315 LF	
SHRUBS IN ROCK AREA	63	63

LANDSCAPE TABLE

ITEM	REQUIRED %	PROPOSED
TOTAL LANDSCAPE AREA	67,329 sf	
CLASS 1 & 2 TREES	50%/50%	50/50%
EVERGREEN TREES	40%	40%
1, 3 GAL. PLANT/3 LF FOUNDATION	29 PLANT/UNIT	29 PLANT/UNIT
RECREATIONAL TURF GRASS	EXEMPT	24% (16,125 sf)
REMAINING TURF GRASS	50% MAX	26% (17,718 sf)
ROCK MULCH W/ SHRUB PLANTING		50% (33,486 sf)

LANDSCAPE TABLE WEST BUFFER

ITEM	REQUIRED	PROPOSED
LANDSCAPE AREA WITHIN 15' BUFFER	586 LF	
SHRUBS IN ROCK AREA	195	195

N

S

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

Know what's below. Call 811 before you dig.

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MIDVALE, UTAH 84047 PH: (801) 352-0075
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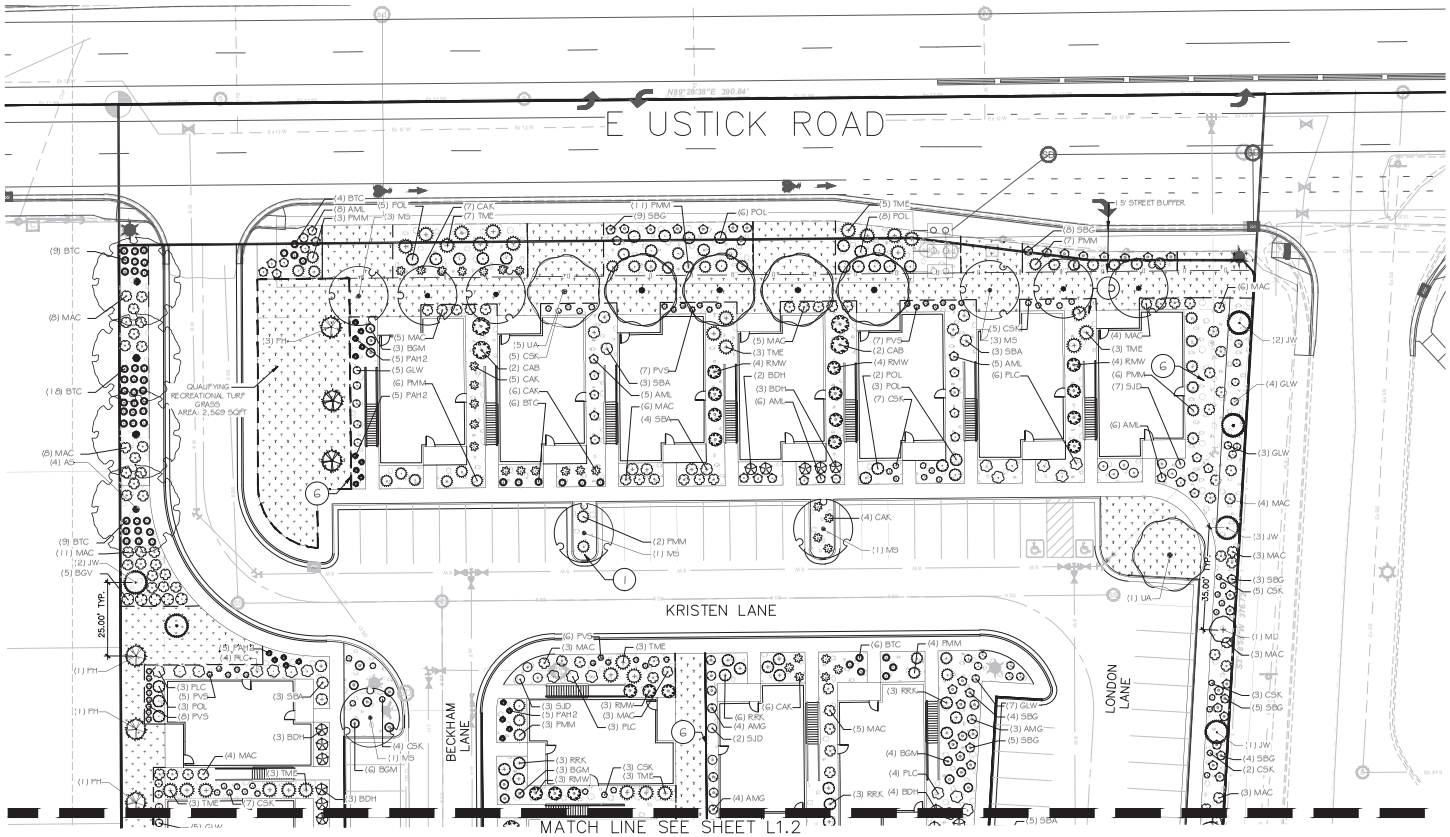
FREEDOM 50
CALDWELL, IDAHO
LANDSCAPE PLAN

REVISION BLOCK	DATE	DESCRIPTION
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LANDSCAPE PLAN

Scale: 1"=40' Drawn: MH
Date: 02/02/2026 Job #: 25-5065
Sheet: L1.0

V:\...2025\25-5065 Wood Latitude #4\design\25-5065\Drwg\sheets\L1.0 PLANTING PLAN.dwg



PLANT SCHEDULE

	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY
TREES					
	AS	Acer myabei 'Morton'	State Street™ Myabe Maple	2" Cal.	7
	MS	Malus x 'Spring Snow'	Spring Snow Crabapple	2" Cal.	16
	MD	Malus x adstringens 'Durleo'	Gladiator™ Crabapple	1.5" Cal.	9
	UA	Ulmus x "Accolade"	Accolade Elm	2" Cal.	8
EVERGREEN TREES					
	JW	Juniperus scopulorum 'Wichita Blue'	Wichita Blue Juniper	6' Ht.	17
	PH	Pinus leucodermis "Heidreichi"	Bosnian Pine	6' Ht.	11
SHRUBS					
	AML	Aronia melanocarpa "Low Scape Hedger"	Dwarf Chokeberry	3 gal.	44
	AMG	Aronia melanocarpa "UCONNAM012" TM	Ground Hug Black Chokeberry	5 gal.	27
	BTC	Berberis thunbergii "Concorde"	Concorde Japanese Barberry	3 gal.	27
	BDH	Buddleja davidii "Buzz Hot Raspberry"	Hot Raspberry Butterfly Bush	3 gal.	36
	BGM	Buxus x "Green Mountain"	Green Mountain Boxwood	5 gal.	45
	BGV	Buxus x "Green Velvet"	Green Velvet Boxwood	5 gal.	22
	CAB	Cornus alba "Bailhalo" TM	Ivory Halo Dogwood	5 gal.	16
	CSK	Cornus sericea "Kelseyi"	Kelsey's Dwarf Red Twig Dogwood	3 gal.	87
	MAC	Mahonia aquifolium "Compacta"	Compact Oregon Grape	5 gal.	88
	POL	Physocarpus opulifolius "Donna May" TM	Little Devil Ninebark	5 gal.	59
	PMM	Pinus mugo "Mops"	Mugo Pine	5 gal.	59
	PLC	Prunus laurocerasus "Chestnut Hill"	Chestnut Hill English Laurel	5 gal.	50
	RMW	Rosa Meidiland "White"	White Meidiland Rose	5 gal.	21
	RRK	Rosa x "Red Knock Out"	Red Knock Out Rose	5 gal.	29
	SJD	Spiraea japonica "Double Play Doozie"	Doozie Spirea	3 gal.	47
	SBA	Spiraea x bumalda "Anthony Waterer"	Anthony Waterer Bumald Spiraea	3 gal.	33
	SBG	Spiraea x bumalda "Goldflame"	Goldflame Spirea	3 gal.	51
	TME	Taxus x media "Everlow"	Everlow Yew	5 gal.	46
ORNAMENTAL GRASSES					
	CAK	Calamagrostis x acutiflora "Karl Foerster"	Karl Foerster Feather Reed Grass	1 gal.	39
	PVS	Panicum virgatum "Shenandoah"	Shenandoah Switch Grass	1 gal.	56
	PAH2	Pennisetum alopecuroides "Hameln"	Hameln Fountain Grass	1 gal.	69

PERENNIALS

	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY
	GLW	Gaura lindheimeri 'Whirling Butterflies'	Whirling Butterflies Gaura	1 gal.	63

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY
GROUND COVERS					
	PP2	Poa pratensis	Kentucky Bluegrass	sod	33,843 sf

REFERENCE NOTES SCHEDULE

SYMBOL	CODE	DESCRIPTION	QTY
	1	RIVER ROCK	33,486 sf
	2	4' Ht. DOG PARK FENCE	
	3	PLAYGROUND, TYP. TBD	
	4	DUMPSTER ENCLOSURE, TYP.	
	5	MAILBOX CLUSTER	
	6	STEEL EDGING	
	7	PERGOLA AND BBQ	

N

GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.

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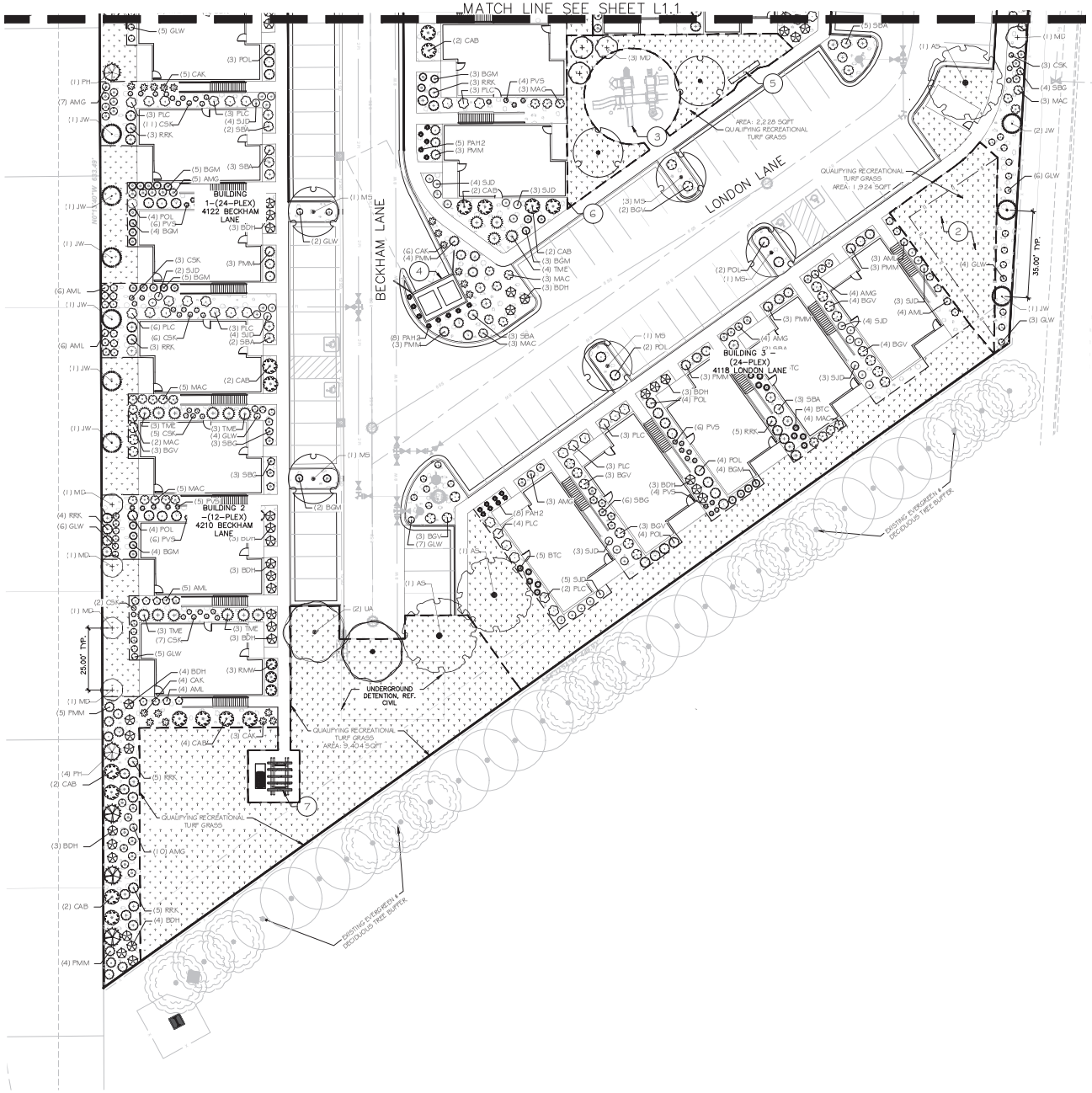
FREEDOM 50
CALDWELL, IDAHO
LANDSCAPE PLAN

REVISION BLOCK	DATE	DESCRIPTION
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LANDSCAPE PLAN

Scale: 1"=20' | Drawn: MH
Date: 02/02/2026 | Job #: 25-5065
Sheet: L1.1

V:_2025\25-5065 Wood Lathrop #4\design\25-5065\Dwg\sheets\L1.1 LP PLANTING PLAN.dwg



PLANT SCHEDULE

	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY
TREES					
	AS	Acer miyabei 'Morton'	State Street™ Miyabe Maple	2" Cal.	7
	MS	Malus x 'Spring Snow'	Spring Snow Crabapple	2" Cal.	16
	MD	Malus x adstringens 'Durleo'	Gladiator™ Crabapple	1.5" Cal.	9
	UA	Ulmus x 'Accolade'	Accolade Elm	2" Cal.	8
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	PH	Pinus leucodermis 'Hendreichs'	Bosnian Pine	6' Ht.	11
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	AMG	Aronia melanocarpa 'UCONNAM012' TM	Ground Hug Black Chokeberry	5 gal.	27
	BTC	Berberis thunbergii 'Concorde'	Concorde Japanese Barberry	3 gal.	27
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	BGM	Buxus x 'Green Mountain'	Green Mountain Boxwood	5 gal.	45
	BGV	Buxus x 'Green Velvet'	Green Velvet Boxwood	5 gal.	22
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	CSK	Cornus sericea 'Kelseys'	Kelsey's Dwarf Red Twig Dogwood	3 gal.	87
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	POL	Physocarpus opulifolius 'Donna May' TM	Little Devil Ninebark	5 gal.	59
	PMM	Pinus mugo 'Mops'	Mugo Pine	5 gal.	59
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	RRK	Rosa x 'Red Knock Out'	Red Knock Out Rose	5 gal.	29
	SJD	Spiraea japonica 'Double Play Doozie'	Doozie Spirea	3 gal.	47
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	SBG	Spiraea x bumalda 'Goldflame'	Goldflame Spirea	3 gal.	51
	TME	Taxus x media 'Everlow'	Everlow Yew	5 gal.	46
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	PVS	Panicum virgatum 'Shenandoah'	Shenandoah Switch Grass	1 gal.	56
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PERENNIALS					
	GLW	Gaura lindheimeri 'Whirling Butterflies'	Whirling Butterflies Gaura	1 gal.	63
SYMBOL	**CODE**	**BOTANICAL NAME**	**COMMON NAME**	**SIZE**	**QTY**
GROUND COVERS					
	PP2	Poa pratensis	Kentucky Bluegrass	sod	33,843 sf

REFERENCE NOTES SCHEDULE

SYMBOL	CODE	DESCRIPTION	QTY
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	2	4' Ht. DOG PARK FENCE	
	3	PLAYGROUND, TYP. TBD	
	4	DUMPSTER ENCLOSURE, TYP.	
	5	MAILBOX CLUSTER	
	6	STEEL EDGING	
	7	PERGOLA AND BBQ	

N

S

GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.

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FREEDOM 50
CALDWELL, IDAHO
LANDSCAPE PLAN

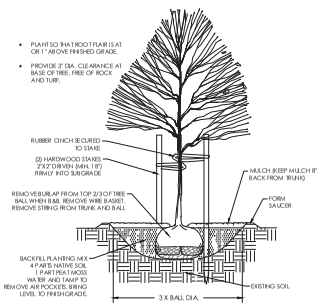
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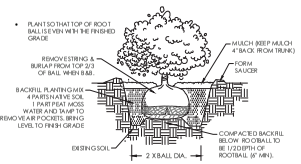
LANDSCAPE PLAN

Scale: 1"=20'
Drawn: MH
Date: 02/02/2026
Job #: 25-5065
Sheet: L1.2

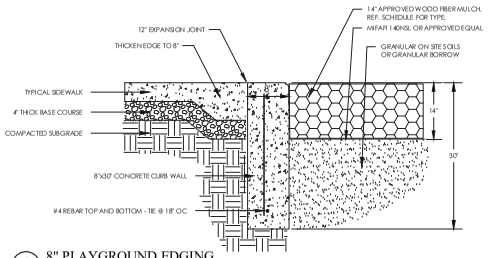
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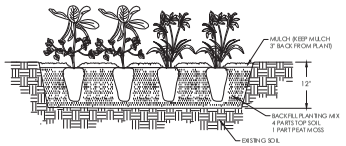
A TREE PLANTING & STAKING
NOT TO SCALE



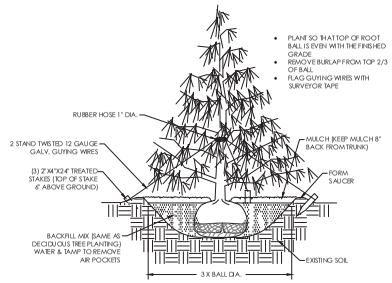
B SHRUB PLANTING
NOT TO SCALE



C 8" PLAYGROUND EDGING
NOT TO SCALE



D PERENNIAL PLANTING
NOT TO SCALE



E EVERGREEN PLANTING & GUYING
NOT TO SCALE

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FREEDOM 50
CALDWELL, IDAHO
LANDSCAPE DETAILS

REVISION BLOCK

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LANDSCAPE PLAN

Scale:
Drawn: MH
Date: 02/02/2026
Job #: 25-5065
Sheet: L1.3

811 Know what's below. Call 811 before you dig.

V:\...2025\25-5065 Wood Lathrube 9A\design\25-5065\Dwg\sheets\L1.0 PLANTING PLAN.dwg

FREEDOM 50
CALDWELL, ID
OPEN SPACE EXHIBIT
FOCUS
ENGINEERING AND SURVEYING, LLC
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MIDVALE, UTAH 84047 PH: (801) 352-0075
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REVISION BLOCK
DESCRIPTION
DATE
OPEN SPACE EXHIBIT
Scale: 1"=30'
Date: 03/20/26
Drawn: GM
Job #: 25-5045
Sheet: C2
LEGEND
BOUNDARY
RIGHT-OF-WAY
CENTERLINE
LOT LINES
EASEMENT
XX" STORM DRAIN
XX" SANITARY SEWER
XX" CULINARY WATER
XX" PRESSURIZED IRRIGATION
EXIST. CONTOUR MAJOR
CONTOUR MINOR
EXIST. STORM DRAIN
EXIST. SANITARY SEWER
EXIST. CULINARY WATER
EXIST. FENCE
EXIST. CONTOUR MAJOR
EXIST. CONTOUR MINOR
SWALE
STREET LIGHT
SD MH, INLET, AND COMBO
SEWER MANHOLE
SECONDARY METER - WATER METER
CULINARY VALVE, TEE, & BEND
SECONDARY - VALVE, TEE, & BEND
WATER BLOW-OFF
FIRE HYDRANT
STREET MONUMENT (TO BE SET)
EXIST. STREET MONUMENT
EXIST. STREET LIGHT
EXIST. SEWER MH
EXIST. VALVE, TEE, & BEND
EXIST. FIRE HYDRANT
SPOT ELEVATION
OPEN SPACE TABULATIONS:
TOTAL AREA:
ACRES: ±4
SQFT: 174,240
REQUIRED 0.4 ACRES (10%)
PROVIDED ±1.5 ACRES (37%)
LANDSCAPED AREA: 41,705 SQFT (65%)
QUALIFYING: 22,640 SQFT (35%)
CONCRETE PAVEMENT
ASPHALT PAVEMENT
BUILDING
COVERED PARKING AREA
GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft.
811
Know what's Below.
Call 811 before you dig.
±2,914 SQFT
±3,529 SQFT
±2,903 SQFT
±13,295 SQFT
VICINITY MAP
N.T.S.
PROJECT LOCATION
E. USTICK RD
ASHTON AVE
CLEVELAND BLVD

TMOD
3167 E. Gala Court
Suite 120
Meridian, ID 83642

PRELIMINARY
NOT FOR CONSTRUCTION

Aerial Front



Front View



Side by Side



Side View 1



Side View 2







NOTICE OF NEIGHBORHOOD MEETING

9/24/2025

Paul Hilbig
2667 E Gala St. Suite 120
Meridian, ID 83642

RE: Rezone and Special Use Permit for a proposed multi-family use subdivision at 4120 E. USTICK Rd.

To whom it may concern,

You are invited to a neighborhood meeting to discuss a project we are proposing near your property. The purpose of the meeting is to discuss the project, answer any questions, and listen to your feedback and suggestions.

Meeting Date: Thursday, October 9th
Meeting Time: 6:00-7:15pm
Meeting Location: 4120 E. Ustick Rd, Caldwell, Idaho

Project Summary: This project consists of a request for a rezone to R-3 (urban residential) utilizing a Special Use Permit to allow for a multi-family development and a request for the allowance of residential along the frontage of an arterial instead of commercial. This project is a multi-family subdivision including twenty-five (25) multi-family buildings across the 4 acres. Each building will consist of two (2) stacked duplexes therefore totaling the project to fifty (50) stacked duplexes.

If you would like to contact us ahead of the meeting, please feel free to reach out to us at (208) 921-2506 or by email at paul@tmod.com.

We look forward to hearing from you.

Thank you,

Paul Hilbig
TMod Homes, LLCP

CANYON COUNTY LISTING -R32497-000 500 feet

October 13, 2025

This information should be used for informational use only and does not constitute a legal document for the description of these properties. Every effort has been made to insure the accuracy of these data & is subject to change without notice; however, the Assessor's Office assumes no liability nor do we imply any particular level of accuracy. The Canyon County Assessor's Office disclaims any responsibility or liability for any direct or indirect damages resulting from the use of these property listings.

PIN	Owner Name	In Care Of	Address	City, State, Zip
32479011 0	ALH BOI LASTER NORTH LLC	JEREMY ENDICOTT=	145 W 200 N STE 100	PROVO, UT, 84601
32504204 0	ASHTON HILLS NEIGHBORHOOD		PO BOX 1090	MERIDIAN, ID, 83680
32504011 0	ASHTON PLACE LLC		200 E CLEAR CREEK DR	MERIDIAN, ID, 83646
32504210 0	ATKINSON PATSY A		4317 ASHTON AVE	CALDWELL, ID, 83607
32504203 0	BERNIS TRUST		4119 ASHTON AVE	CALDWELL, ID, 83607
32504221 0	BUSTAMANTE MARTIN		3924 BENNINGTON ST	CALDWELL, ID, 83605
32479010 0	CANYON COUNTY	COUNTY COMMISSIONERS OFFICE =	1115 ALBANY ST	CALDWELL, ID, 83605
32504216 0	CARPENTER CATHY J		3923 BENNINGTON ST	CALDWELL, ID, 83605
32504212 0	CERDA DIANA		4401 ASHTON AVE	CALDWELL, ID, 83607
32504217 0	CHANEY MARTIN G		3919 BENNINGTON ST	CALDWELL, ID, 83607
32504228 0	CRAIN TERRY		4001 CLAYTON ST	CALDWELL, ID, 83607
32504238 0	DALE MARK		3919 DENTON ST	CALDWELL, ID, 83607
32504213 0	DURAN MARIA JESUS LARA		4411 ASHTON AVE	CALDWELL, ID, 83607
32504200 0	FARRELL JEANETTE R		815 S 25TH ST	NAMPA, ID, 83686
32498000 0	FEAST PROPERTIES LLC		41760 IVY ST STE 201	MURRIETA, CA, 92562
32504207 0	FENSTERMAKER ROMAN LUIS		4223 ASHTON AVE	CALDWELL, ID, 83607
32504240 0	GODINA RICARDO		11831 VIRGINIA PKWY	CALDWELL, ID, 83605
32504211 0	GRABIEC KATARZYNA A		4323 ASHTON AVE	CALDWELL, ID, 83607
32504247 0	HARM JULEE C		4002 DENTON ST	CALDWELL, ID, 83605
32504227 0	HARRELSON HOLLY ANN		PO BOX 191315	BOISE, ID, 83719
32504222 0	HEALY DIANA		3920 BENNINGTON ST	CALDWELL, ID, 83607
32504220 0	HENDRICKSON BECKY JO		4002 BENNINGTON ST	CALDWELL, ID, 83607
32504232 0	HERNANDEZ MARIA A LUNA		3924 CLAYTON ST	CALDWELL, ID, 83607
32504201 0	HERRERA ANA		2229 YORK AVE	NAMPA, ID, 83686
32504202 0	HOUT LAWERENCE KEITH		4115 ASHTON AVE	CALDWELL, ID, 83607
32504206 0	HUITRON MARIO		4217 ASHTON AVE	CALDWELL, ID, 83607
32504239 0	HUIZAR JESUS S MADERA		3923 DENTON ST	CALDWELL, ID, 83607
35864102 0	IDAHO CENTRAL CREDIT UNION		PO BOX 2469	POCATELLO, ID, 83206-2469
35864105 0	JHFREDDY LLC		9317 S FREEMAN DR	MEDICAL LAKE, WA, 99022
32504205 0	KELSO PAUL		4211 ASHTON AVE	CALDWELL, ID, 83607
35889000 0	KHS INVESTMENTS LLC @@		4920 E CLEVELAND BLVD	CALDWELL, ID, 83605
32501000 0	MARCO POLO INC	CITY NATIONAL BANK	555 S FLOWER ST DEPT TRE 924-77	LOS ANGELES, CA, 90071
32504265 0	MARTINEZ RUBEN		4009 HICKMAN ST	CALDWELL, ID, 83607

35864103 0	MAVERIK INC		185 S STATE ST STE 800	SALT LAKE CITY, UT, 84111-1549
32504233 0	MC KENNA KELLY		3920 CLAYTON ST	CALDWELL, ID, 83607
32504209 0	MEDINA ELIZABETH		4309 ASHTON AVE	CALDWELL, ID, 83607
32504229 0	MENICA NILA JO		4009 CLAYTON ST	CALDWELL, ID, 83605
32504231 0	MORRIS VIRGINIA DARLENE		4002 S CLAYTON ST	CALDWELL, ID, 83607
32504208 0	MURILLO MARIA R		4301 ASHTON AVE	CALDWELL, ID, 83607
32497000 0	NELSON DAVID		1123 12TH AVE RD STE 133	NAMPA, ID, 83686
32504248 0	NUNEZ JOSE		4010 DENTON ST	CALDWELL, ID, 83607
35886000 0	RICE STEVE A		PO BOX 374	MIDDLETON, ID, 83644
35886010 0	RICE STEVE A		PO BOX 374	MIDDLETON, ID, 83644
32504241 0	RIVERA SARAH M		4009 DENTON ST	CALDWELL, ID, 83607
35864104 0	RKT PROPERTIES LLC	ATTN: TOM CASTRO	11105 AINSWICK DR	BAKERSFIELD, CA, 93311
35864104A0	RKT PROPERTIES LLC	ATTN: TOM CASTRO	11105 AINSWICK DR	BAKERSFIELD, CA, 93311
35864104A0	RKT PROPERTIES LLC	ATTN: TOM CASTRO	11105 AINSWICK DR	BAKERSFIELD, CA, 93311
35885000 0	ROBERTSON RANDALL AND DAWN TRUST		13247 LEWIS RANCH RD	CALDWELL, ID, 83607
32504219 0	ROBINSON KEITH AND CARA TRUST		2011 TERRACE DR	CALDWELL, ID, 83605
32504246 0	ROSSETTI AND KELLY INVESTMENTS LLC		4020 TYLER ST #525	RIVERSIDE, CA, 92503
32504249 0	SANDERS JASON R		4419 ASHTON AVE	CALDWELL, ID, 83607
32504226 0	SNODGRASS TANNER		3919 CLAYTON ST	CALDWELL, ID, 83607
35884000 0	SPUD SR INC		PO BOX 5099	BOISE, ID, 83705
35889010 0	SUMMIT AUCTIONS LLC		4920 E CLEVELAND BLVD	CALDWELL, ID, 83605
32504214 0	TORRES TINISHA L		4124 ASHTON AVE	CALDWELL, ID, 83607
32504230 0	ULTRERAS NEREIDA		4010 CLAYTON ST	CALDWELL, ID, 83607
32501010 0	WAL MART REAL ESTATE BUSINESS TRUST@@	TESORO REFINING AND MARKETING =	PO BOX 8050 MS 0555	BENTONVILLE, AR, 72712-8050
32497010 0	WAL-MART REAL ESTATE BUS TRUST	ATTN PROPERTY TAX DEPT	PO BOX 8050	BENTONVILLE, AR, 72716-0555
35865010 0	WITCO INC		3919 E USTICK RD	CALDWELL, ID, 83605
35865011 0	WITCO INC		3919 E USTICK RD	CALDWELL, ID, 83605
35865012 0	WITCO INC		3919 E USTICK RD	CALDWELL, ID, 83605
32504215 0	ZATICA THERESA		4001 BENNINGTON ST	CALDWELL, ID, 83607
32504250 0	ZEA JULIO ALVARADO		4423 ASHTON AVE	CALDWELL, ID, 83607

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

Start Time of Neighborhood Meeting: 6:00 PM

End Time of Neighborhood Meeting: 7:15 PM

Those in attendance please print your name and address.

If no one attended, Applicant please write across this form "No one attended".

PRINTED NAME	**ADDRESS, CITY, STATE, ZIP**
1.	
2. NO ONE ATTENDED	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
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16.	

NEIGHBORHOOD MEETING CERTIFICATION:

Applicants shall conduct a neighborhood meeting for the following: special use permit applications; variance applications; annexation applications; planned unit development applications; preliminary plat applications that will be submitted in conjunction with an annexation, rezone or planned unit development application; and, rezone applications as per City of Caldwell Zoning Ordinance Section 10-03-12.

Description of the proposed project:

25 for rent, stacked duplexes

Date of Round Table meeting: June 26, 2025

Notice sent to neighbors on: Sept. 24, 2025

Date & time of the neighborhood meeting: Oct. 9, 2025

Location of the neighborhood meeting:

At the site

Developer/Applicant:

Name: PAUL HILBIG

Address, City, State, Zip: 2667 E GALA CT #120, MERIDIAN, ID 83642

I certify that a neighborhood meeting was conducted at the time and location noted on this form and in accord with City of Caldwell Zoning Ordinance Section 10-03-12.

DEVELOPER/APPLICANT SIGNATURE 

DATE OCTOBER 10, 2025

EXHIBIT 2:

CITY DEPARTMENT COMMENTS AND CONDITIONS OF APPROVAL

Memorandum

To: Joe Dodson, Principle Planner

From: Steven Pendleton, Land Development Manager
Hallie Hart, City Engineer

Re: SUP25-000017, ZON25-000006 (Freedom 50)

Date: December 15, 2025

The Engineering Department provides the following comments on a request by The applicant, TMOD Homes LLC., on behalf of David Nelson, is requesting rezoning of parcel R3249700000, from C-3 (General Commercial) to R-3 (Urban Residential) as well as a special use permit for Freedom 50 Development. The proposed development is a residential duplex community with fifty (50) dwelling units (twenty-five buildings), where the current City comprehensive plan future land use map place-type is identified as mixed-use. The 3.9 acre parcel is located on the south side of E. Ustick Rd., approximately 400 feet west of the intersection with Cleveland Blvd.

Development Plans

1. Development Plans – Prior to commencing construction and applying for building permits, plans must be prepared by the developer's engineer and approved by the City Engineering Department which shall include the following items:

    a. Street section and alignment (including curb and gutter);

    b. Sidewalk (sidewalk width based on street classification);

    c. Sanitary sewer (per City and DEQ requirements);

    d. Potable water (per City and DEQ requirements);

    e. Stormwater facilities (per City requirements/storm water manual);

    f. Street lighting (per City standards);

    g. Street signage (per City and MUTCD requirements);

    h. Vertical Datum based on NAVD 88 Datum.

General

1. Applicant shall follow the requirements and processes of the subdivision ordinance for the development of this project. For the purposes of this project, all conditions outlined in the subdivision ordinance pertaining to receiving the City Engineers signature on, or the recordation of, a final plat shall be applied to the submission of building permits.

2. Easements for public utilities shall be as listed below. Easements will be required to be larger if deemed necessary by the City Engineer in order to facilitate future maintenance operations of utilities.
    a. 10 feet wide minimum.
    b. Domestic water only,15 feet wide minimum
    c. Sanitary sewer only, 20 feet wide minimum
    d. Sewer and water combined, 30 feet wide minimum
        i. *Note: future permanent structures will not be permitted to be constructed within any easement granted to the City of Caldwell. Applicant shall ensure that civil design and easements provided to the City accommodate current and future construction needs of permanent structures such as covered parking structures, future buildings, etc.*

3. Appropriate easements for emergency access, transmission lines and/or other utilities shall be clearly indicated, with recorded instrument numbers provided for said easements, on the construction drawings.

4. All utilities on and within the boundaries of the subdivision shall be located and/or relocated underground.

5. All street, sewer, water, fire protection, and street light facilities must be dedicated to the City. Some conveyance facilities for stormwater drainage may be eligible for dedication to the City.

6. Construction of facilities to be dedicated and/or within public right-of-way shall be performed by an appropriately licensed public works contractor and shall be inspected by and constructed to City of Caldwell specifications.

7. Prior to commencement of construction in any dedicated right-of-way, or construction of any improvement intended for dedication to the City or connected to a City facility, the City Engineering staff is to be notified. This preferably will take place in a pre-construction conference scheduled by the engineer of record in which all appropriate personnel and utilities are present. Appropriate City personnel are to be notified in advance of all testing (including compaction, pressure and coliform, etc.) and given opportunity to be present during conduct of the testing. The engineer of record or his designated representative is to witness all tests (not covered by City inspectors) and a log of inspection visits and testing results is to be kept by the engineer of record or his representative.

8. The developer is to employ a responsible design professional, preferably the engineer of record, to oversee and inspect construction, to perform and/or observe all requisite testing of completed facilities, and to certify that improvements have been constructed according to approved plans and in compliance with applicable City, State, and Federal standards.

9. The engineer of record shall be held responsible to ensure that subdivision improvements are in substantial compliance with said engineer's design. Following the construction of the subdivision improvements, the developers engineer shall provide the City of Caldwell Engineering Department with electronic (.dwg) format record drawings spatially referenced to the Idaho State Plane Coordinate System-West Zone, North America Datum (NAD) 83. Vertical control shall be referenced to the North America Datum (NAVD) 88 for future reference and to establish that the engineer of record has caused construction to occur in substantial compliance with the design of said engineer of record.

10. Any note, item or drawing element on the plats, construction drawings, engineering drawings and/or design drawings related to the property inconsistent with City Codes, Policies and/or Ordinances shall not be construed as approved unless specifically addressed and granted by City Council.

Rights-of-Way

1. Ustick Road is classified as a Principal Arterial. The applicant shall dedicate as public right-of-way a minimum forty (48) foot half width right-of-way (from centerline) along the entire Ustick Road alignment (per City Standard R-810A).
    a. The City of Caldwell currently has construction drawings established and approved for a Ustick Road Widening project along the subject property frontage. Applicant shall dedicate to the City any right-of-way & easements necessary to accommodate the proposed improvements. Applicant shall dedicate said right-of-way & easements within 30 days of a written request from the City of Caldwell.

2. All interior private drive isles shall have a minimum width of 26' and meet Caldwell Fire Department requirements, whichever is greater.

Street

1. Full frontage half street improvements shall be completed to all classified roads adjacent to the proposed project (including Ustick Road) in accordance with all City of Caldwell standards and specifications and the approved set of Ustick Road Widening construction drawings (titled *Ustick Rd and Cleveland Blvd Intersection*). Improvements shall include (but are not limited to) curb, gutter, sidewalk, asphalt, right-hand turn lane on Ustick at the Walmart entrance, streetlights, joint trench, spare communication conduit along classified roadways, storm drainage facilities, etc.

2. Access to the proposed project shall fully comply with the Access Management section of the Middleton/Ustick Road Corridor Study previously adopted by City Council.

3. Emergency access shall meet all Caldwell Fire Department requirements.

4. All private driveways/drive isles shall fully comply with City of Caldwell standards and be approved by the Caldwell Fire Marshall.

5. Not lot/building shall have direct access to/from Ustick Road.

6. Applicant shall coordinate with the United States Postal System to determine a cluster mailbox unit location. Said location shall be interior to the site and shall be located in a manner that will not impact, or cause queueing onto, Ustick Road. Said location shall be approved by the Engineering Department during construction drawing plan review and prior to plan approval.

7. Applicants proposed Ustick Road access will initially be granted as a full access. In the future, as deemed necessary and appropriate by the City of Caldwell, said access point will be limited to a right-in/right-out.

Traffic Impact Fees

City of Caldwell has adopted the "Caldwell Area Capital Improvements Plan & Impact Fee Program". The applicant will be required to pay traffic impact fees per table 7 of the Impact Fee Schedule to be assessed to the building permit/s when applied for.

Water

1. All on site water mains will need to be looped into existing mains for fire flow and water quality purposes. Internal main sizing and construction plan approval, will be dependent upon the availability of fire flow.

2. Each buildable lot shall be supplied with potable water. If buildings are constructed to include individual units that could feasibly or will be sold separately, each unit shall be serviced separately

3. The location of water service, including sizing of mains, providing of easements, frontage construction, and offsite construction are to be decided during review of improvement plans. This development will be required to comply with the Water Master Study.

Sanitary Sewer

1. It shall be the responsibility of the applicant's engineer to verify that connection to existing sewer mainlines will not exceed the functional capacity of said mainlines. Provision for connectivity by future developments shall be met in accordance with current City standards.

2. The Developer will be required (where applicable) to extend all sewer and water mainlines to the center of adjacent roadways for connectivity by future developments. Locations of said extensions will be decided during the review of the improvement plans.

3. Each buildable lot shall be provided with individual sewer service. If buildings are constructed to include individual units that could feasibly or will be sold separately, each unit shall be serviced separately.

4. Any easements for sewer lines not in the right-of-way should be at a width sufficient to construct same and not less than 20 feet in width. Easements for adjacent sewer and water lines not in the right-of-way shall be at a width sufficient to construct the same and shall be no less than 30 feet in width.

5. A 20’ wide all-weather surfaces may be required to be constructed over mainlines that fall outside the public right-of-way. All weather surfaces shall be constructed sufficiently to support heavy equipment necessary to construct and maintain sewer under all seasonal weather conditions.

Irrigation

1. Existing easements and/or right-of-ways for any irrigation facility shall be determined and clearly indicated on the construction plans. Construction across or re-routing of these facilities is subject to approval by the Pioneer Irrigation District and at their discretion or their assigns.

2. The Developer shall maintain any existing upstream drainage rights and downstream irrigation rights across the property. During the design phase of this project, the developer or his engineer is to contact the appropriate irrigation district to help ascertain these rights. Appropriate facilities shall be provided by the developer to convey irrigation and drainage water across the property to take care of these offsite needs. There is to be no discharge of gravity/pressure irrigation return water into the projects storm water system.

2. The development is to include a non-potable water pressure irrigation system. The design of this pressure irrigation system is to be reviewed and approved by the Caldwell Municipal Irrigation District prior to construction plan approval. It shall be required that the system will be operated and maintained by the Caldwell Municipal Irrigation District.

3. Each lot, or building area, shall be provided with a pressure irrigation service in compliance with Caldwell Municipal Irrigation District standards.

4. All pressure irrigation mainlines shall be located in the public right-of-way or within a public utility easement, with a minimum width of 10 feet, centered over said mainlines as per current City standards.

5. Applicant shall place the pump station in an area that is easily accessible with a recorded perpetual easement sufficient for convenient access and maintenance of said pump station. The lot shall be owned and maintained by the home owners association.

6. The applicant shall ensure that an adequate continuous irrigation supply flow is available to meet the pressure irrigation system requirements of CMID.

7. The applicant shall transfer a proportionate share of any existing water right(s), except those held in trust by an irrigation district, to the City of Caldwell for both irrigation and domestic water supply for the subject development. If this should occur, The City shall assist in registering the transfer.

8. The proposed development may utilize the existing pressure irrigation pump station with approvals from Caldwell Municipal Irrigation District. Any upgrades to the pump station necessary to supply the proposed development with pressurized irrigation water is the responsibility of the Applicant. Should Applicant connect to this pump station they shall supply the City of Caldwell with a water model of the whole pressurized irrigation system showing that the system design meets all Caldwell Municipal Irrigation District standards.

9. All plans and construction drawings submitted to the City of Caldwell for review and approval for any out-of-season irrigation work to be performed within or across facilities located within (or owned by) irrigation districts other than CMID shall be submitted to the Caldwell Engineering Department no later than August 15th. Submittal of plans after this date may result in Applicant not receiving plan approval in time to complete out-of-season work.

Storm Drain

1. As noted previously, provision is to be made for the disposal of stormwater drainage in accordance with the City Stormwater Management Manual and any updates adopted subsequent to this application. It is to be noted that retention designs will be denied in most instances. A copy of this policy is available upon request. The engineer of record is to provide calculations, which indicate that the assumptions in his stormwater drainage plan comply with the requirements of the stormwater manual. In this case, if a storm water system is existing, the burden of proof is on the developer to verify the capacity is sufficient for the proposed development.

2. The applicant shall identify and retain all historical drainage discharge points from the property for the purpose of draining on-site storm water detention facilities.

3. Storm water detention basins are required to remain on-site and are to be operated and maintained by the Applicant/business owners association/etc.

4. There is to be no discharge of storm water overflow into any irrigation water return/discharge facility/ditch/pipe/etc.

Building Permits

1. Prior to submission of building permits, public utilities and infrastructure must be completed or an appropriate construction security provided. A 20% temporary restriction in the issuance of building permits will be enforced until all utility construction has been completed, inspected, tested, approved by the City and certified by the Applicants engineer; including completion all punch list items.

2. Applicant shall submit an electronic (dwg.) copy of the project site plan suitable for mapping and addressing purposes no later than 30 days prior to submission of the first building permit.

Date 12/03/2025

Caldwell City – Planning and Zoning
Re: Case Number: **SUP25-000017**, Freedom 50 Development, R3249700

Dear, Planning & Zoning

The Caldwell City Fire Department District has reviewed the provided documentation and we are unable to approve this project until the below corrections have been revised and resubmitted." Please note that unless stated otherwise, this memo represents the requirements of the 2018 International Fire Code (IFC) as adopted by the Idaho State Fire Marshal's Office.

Caldwell Fire Department Details
Nearest Fire Station:
Station 12, 724 E Ustick Rd. Caldwell,
Distance: 2.2
Estimated response time: 6 minutes

Distance from Station	Service Expectation	Staffing & Apparatus	Typical Response Time Goal
0–1 mile	Immediate—high-priority	First-due company (engine)	≤4min travel, ≤5min total
1–2 miles	Very rapid—high-priority	First-due company, backup	≤4min travel, ≤5min total
2–3 miles	Rapid—standard coverage	First-due w/ backup	≤6min travel, ≤9min total (full alarm)
3–4 miles	Slower—moderate	Closest available, limited	6–8min travel
4–5 miles	Extended	Closest company, delayed	>8min travel, variable

Properties located 3–4 miles from a fire station are at the limit of effective coverage and may experience service delays.

Developments beyond 5 miles are generally not recognized by ISO as having fire protection, and response to these areas will be significantly delayed.

Corrections:

- Roadway serving a fire hydrant shall be a minimum of 26-feet in width. (IFC D103.1)
    - ***Corrected***

- EV charging units shall be a minimum of 100' from structures.

    - ***Corrected, EV charging units have been removed***

- SECTION D107 ONE- OR TWO-FAMILY RESIDENTIAL DEVELOPMENTS D107.1 One- or two-family dwelling residential developments. Developments of one- or two-family dwellings where the number of dwelling units exceeds 30 shall be provided with two separate and approved fire apparatus access roads.

    - Exceptions: 1. Where there are more than 30 dwelling units on a single public or private fire apparatus access road and all dwelling units are equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3, access from two directions shall not be required.

        - ***Corrected, All buildings will be fully equipped with fire suppression systems***

Conditions:

1. Fire hydrants, capable of producing the required fire flow, shall be located along approved fire lanes. Fire hydrant spacing shall meet the requirements of IFC table C105.1.1 (IFC 507.3, IFC B105.2, IFC C105).

2. Dead-end fire apparatus access roads exceeding 150 feet (45 720 mm) in length shall be provided with an approved area for turning around fire apparatus. (IFC 503.2.5)

3. Fire apparatus access roads shall extend to within 150 feet of all portions of the exterior walls of the first story of a building measured by an approved route around the exterior of the building or facility. (IFC 503.1.1)

4. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches. (IFC 503.2.1)

5. The minimum outside turning radius of a fire apparatus access road shall be 48 feet. The minimum inside turning radius shall be 28 feet. (IFC 503.2.4)

6. Fire apparatus access roads shall have an approved driving surface of asphalt, concrete or other approved driving surface and can support the imposed load of fire apparatus weighing at least 80,000 pounds. Please provide documentation the road surface meets this standard. (IFC D102.1)

7. Fire apparatus access roads shall not exceed 10 percent in grade. (IFC D103.2)

8. For streets having a width less than 33 feet back of curb to back of curb parking shall be restricted on one side; for streets having a width less than 27 feet back of curb to back of curb parking shall be restricted on both sides. A note on the face of the final plat is required noting the parking restriction prior to signing of the final plat. In addition, No Parking signs shall be installed in accordance with the requirements of the IFC. (IFC 503.8)

9. A phasing plan shall be included in documentation to city at time of submittal in accordance with infrastructure 2018 IFC.

10. Where fire apparatus access roads or a water supply for fire protection are required to be installed, such protection shall be installed and made serviceable prior to and during the time of construction except where approved alternative methods of protection are provided. Temporary street signs shall be installed at each street intersection where construction of new roadways allows passage by vehicles in accordance with (IFC Section 505.2.

11. D105.4 Obstructions. Overhead utility and power lines shall not be located over the aerial fire apparatus access road or between the aerial fire apparatus road and the building. Other obstructions shall be permitted to be placed with the approval of the fire code official.

12. An Automatic Fire Detection System and Fire Alarm System may be required based on the occupancy type and evaluation of hazards with the structure. 901.4.4

Electrical Energy Storage Systems (ESS) (2024 IFC Chapter 12)

13. Remote outdoor installations. For the purpose of Table 1207.8, remote outdoor installations include ESS located more than **100 feet** (30 480 mm) from buildings, lot lines, public ways, stored combustible materials, hazardous materials, high-piled stock and other exposure hazards. (Material based on NFPA 855 2023 Ed.) (2024 IFC 1207.8.1)

14. Means of egress separation. ESS located outdoors and in open parking garages shall be separated from any means of egress as required by the fire code official to ensure safe egress under fire conditions, but in no case less than **10 feet** (3048 mm).Exception: The fire code official is authorized to approve a reduced separation distance if large-scale fire testing complying with Section 1207.1.7 is provided that shows that a fire involving the ESS will not adversely impact occupant egress. (Material based on NFPA 855 2023 Ed.)(2024 IFC 1207.5.8)

15. Vehicle impact protection. Where ESS are subject to impact by a motor vehicle, including forklifts, vehicle impact protection shall be provided in accordance with Section 312. (2024 IFC 1207.4.5)

16. Smoking. Smoking shall be prohibited within 10 feet (3048 mm) of mobile ESS. Signs shall be posted in accordance with Section 310. (2024 IFC1207.10.7.7)

17. Approved signs shall be provided on or adjacent to all entry doors for ESS rooms or areas and on enclosures of ESS cabinets and walk-in units located outdoors, on rooftops or in open parking garages. Signs designed to meet both the requirements of this section and NFPA 70 shall be permitted. The signage shall include the following or equivalent: (2024 IFC 1207.4.8)

1. "ENERGY STORAGE SYSTEM," "BATTERY STORAGE SYSTEM," "CAPACITOR ENERGY STORAGE SYSTEM" or the equivalent.
2. The identification of the electrochemical ESS technology present.
3. "ENERGIZED ELECTRICAL CIRCUITS."
4. Where water-reactive electrochemical ESS are present, the signage shall include "APPLY NO WATER."
5. Current contact information, including phone number, for personnel authorized to service the equipment and for fire mitigation personnel required by Section 1207.1.8.1.

18. Clearance to exposures. ESS located outdoors shall be separated by a minimum of **10 feet** (3048 mm) from the following exposures: (2024 IFC 1207.8.3)

1.Lot lines.
2.Public ways.
3.Buildings.
4.Stored combustible materials.
5.Hazardous materials.
6.High-piled stock.
7.Other exposure hazards.
Exceptions: (Material based on NFPA 855 2023 Ed.)

1.Clearances are permitted to be reduced to 3 feet (914 mm) where a 1-hour free-standing fire barrier suitable for exterior use and extending 5 feet (1524 mm) above and 5 feet (1524 mm) beyond the physical boundary of the ESS installation is provided to protect the exposure.

2.Clearances to buildings are permitted to be reduced to 3 feet (914 mm) where noncombustible exterior walls with no openings or combustible overhangs are provided on the wall adjacent to the ESS and the fire-resistance rating of the exterior wall is a minimum of 2 hours.

3.Clearances to buildings are permitted to be reduced to 3 feet (914 mm) where a weatherproof enclosure constructed of noncombustible materials is provided over the ESS, and it has been demonstrated that a fire within the enclosure will not ignite combustible materials outside the enclosure based on large-scale fire testing complying with Section 1207.1.7.

General Requirement:
Fire Department required fire hydrants, access, and street identification shall be installed prior to construction or storage of combustible materials on site. Provisions may be made for temporary access and identification measures.

Specific building construction requirements of the International Building Code, International Fire Code and City of Caldwell Code will apply. However, these provisions are best addressed by a licensed Architect at time of building permit application.

Regards,

Alan Perry
Deputy Chief
Fire Marshal
Caldwell Rural Fire Protection District
Aperry@cityofcaldwell.org

Memorandum

To: Joe Dodson, Principal Planner
Caldwell P & Z Department

From: Trevor Farris, GIS Technician
Dave Marston, Mapping Superintendent

Re: SUP25-000017 & ZON25-000006- Freedom 50

Date: December 9, 2025.

The Mapping Department provides the following comments on a request by TMOD Homes LLC., on behalf of David Nelson, is requesting rezoning of parcel R3249700000, from C-3 (General Commercial) to R-3 (Urban Residential) as well as a special use permit for Freedom 50 Development. The proposed development is a residential duplex community with fifty (50) dwelling units (twenty-five buildings), where the current City comprehensive plan future land use map place-type is identified as mixed-use. The 3.9 acre parcel is located on the south side of E. Ustick Rd., approximately 400 feet west of the intersection with Cleveland Blvd.

Address Number

1. Please contact the Mapping Department prior to permitting for re-addressing.

Street Names

1. Existing street names, approved.

Subdivision / Development Name

1. Approved.

EXHIBIT 3:

COPY OF AGENCY NOTIFICATION LETTER SENT, LIST OF AGENCIES NOTIFIED, AND AGENCY COMMENTS

PUBLIC AGENCY NOTIFICATION LIST

The following political subdivisions, including schools, were notified of the application requests. A link to the full application packet was provided to each agency.

City of Caldwell Engineering Department
City of Caldwell Engineering Inspections
City of Caldwell Fire Chief
City of Caldwell Fire Marshall
City of Caldwell Building Department
City of Caldwell Police Chief
City of Caldwell Lieutenant Wright
City of Caldwell Mapping Department
City of Caldwell Code Compliance Division
City of Caldwell Economic Development
City of Caldwell Airport
City of Caldwell Water Department
Vallivue School District #139
Caldwell School District #132
Pioneer Irrigation District
Riverside Irrigation District
Canyon Hill Irrigation
Franklin Ditch Co.
Nampa-Meridian Irrigation Dist.
Black Canyon Irrigation District
Golden Gate Irrigation
Caldwell Lateral Irrigation
Wilder Irrigation District
Compass Idaho
Hilty, Bower, Haws & Seable
Caldwell Transportation
Brown Bus Company
Canyon Highway District #4
Nampa Highway District #1
Idaho Transportation Department
Valley Regional Transit
Canyon County Development Services
Canyon County Plat Room
City of Nampa Planning and Zoning
Boise Project Board of Control
Southwest District Health
Idaho Power
Intermountain Gas
DTG Maps (only for final plats)
Boise River Flood Control Dist. #10
Bureau of Land Management
Bureau of Reclamation - Snake River Area Office
Corps of Engineers
Idaho Fish and Game
Department of Water Resources
College of Idaho
Department of Lands
USPS Caldwell
Union Pacific Railroad

OUTSIDE AGENCY WRITTEN TESTIMONY

Outside Agency Response Deadlines: **11/26/2025**

CITY OF CALDWELL
PLANNING AND ZONING DEPARTMENT
205 S 6th Avenue, Caldwell, ID 83605 | Office: 208-455-3021
https://www.cityofcaldwell.org/departments/planning-and-zoning

PUBLIC AGENCY NOTIFICATION – RESPONSE REQUESTED

Transmittal Date:	10/29/2025		
1ST HEARING DATE:	12/23/2025	**HEARING BODY:**	Hearing Examiner
2nd HEARING DATE:	1/20/2026	**HEARING BODY:**	City Council
Application Case No(s):	SUP25-000017, ZON25-000006		
Project Name:	Freedom 50		
Site Address:	4111 Kristen Ln (Also addressed as 4120 E. Ustick Rd.)		
Site Parcel ID:	R3249700000		
Site Location:	South side of E. Ustick Rd., approximately 400 feet west of the intersection with Cleveland Blvd.		
Applicant:	Paul Hilbig of TMOD Homes, LLC 2667 E. Gala Street Suite 120, Meridiam, ID 83642 208-921-2506, paul@tmod.com		
Property Owner:	David Nelson 1123 12th Ave. Ste. 133, Nampa, ID 83686		
Agent Name:	Same as applicant		

You are hereby notified, pursuant to the Local Land Use Planning Act, Idaho Code 67-6509, that the City of Caldwell has accepted the following application(s).

You are invited to provide written testimony by the date specified below to ensure planners can consider the information as they develop their staff report and recommended findings. All items received by the deadline will be placed in the hearing packet, allowing the hearing body adequate time to review the submitted information.

REQUEST SUMMARY: The applicant, TMOD Homes LLC., on behalf of David Nelson, is requesting rezoning of parcel R3249700000, from C-3 (General Commercial) to R-3 (Urban Residential) as well as a special use permit for Freedom 50 Development. The proposed development is a residential duplex community with fifty (50) dwelling units (twenty-five buildings), where the current City comprehensive plan future land use map place-type is identified as mixed-use. The 3.9 acre parcel is located on the south side of E. Ustick Rd., approximately 400 feet west of the intersection with Cleveland Blvd.



APPLICATION PACKET: The complete application packet can be found on the City of Caldwell website under "Planning and Zoning Department/Current Case Files" or by clicking here.

OUTSIDE AGENCY COMMENTS: Your agency's comments are an important part of our decision-making process. When submitting comments, please reference Case No. listed above in responses and/or correspondence regarding this case. Comments received by the deadline date will be added to the Staff Report and to the hearing body's packet. Comments may be submitted by mail or email as follows:

Mail: Caldwell Planning and Zoning Department, P.O. Box 1179, Caldwell, ID 83605
Email: Joe Dodson, Principle Planner at jdodson@cityofdcaldwell.org.

Please Note: We will assume that your agency has no objections or concerns if we do not receive written testimony or comments within the requested timeframe.

Vallivue School District #139

Lisa Boyd, Superintendent

5207 S. Montana Avenue
Caldwell, ID 83607
Phone (208) 454-0445
Fax (208) 454-0293

November 10, 2025

Re: Freedom 50 SUP25-000017, ZON25-000006

Dear Hearing Examiner and City Council,

If approved, the Freedom 50 development of 50 dwelling units would send students to Central Canyon, Summitvue Middle School, and Vallivue High School.

In addition to the Freedom 50 development, the following developments will also contribute to enrollment growth at the above schools:

- **Karcher Commons:** 336 multi-family units and 196 townhome style apartments
- **Emery Sky:** 169 Single Family Detached and 96 Multi-family Units
- **Chestnut Heights:** 50 Single Family Detached Units
- **Cedars 3-7:** 100 Single Family Detached Units
- **Lavender Crossing:** 288 Multi-family Units
- **Highgarden Estates:** 60 Multi-family Units

The district is thankful that the opening of the new Falcon Ridge Elementary has alleviated the growth at Central Canyon, however, the district is concerned that the continued approval of developments in the new Central Canyon attendance boundaries will put Central Canyon overcapacity in the upcoming school years.

Sincerely,



Joseph Palmer
Assistant Superintendent

EXHIBIT 4:

PUBLIC COMMENTS

NONE RECEIVED PRIOR TO PUBLIC HEARING

EXHIBIT 5:

MINUTES OF HEARING EXAMINER HEARING

HEARING EXAMINER
MEETING MINUTES
Tuesday, January 13th, 2026 @ 1:31 pm
Caldwell City Council Chambers Room, 205 S. 6th Avenue, Caldwell, Idaho

CALL TO ORDER – Hearing Examiner, Ms. Sabrina Durtschi opened the meeting for the public hearing at 1:31 p.m.

REVIEW OF PROCEEDINGS (OPENING STATEMENT) – Ms. Sabrina Durtschi outlined the procedures for the public hearing.

MEMBERS PRESENT: Angelica Gomez (Administrative Assistant); Joe Dodson (Principal Planner)

CONSENT CALENDAR:

OLD BUSINESS:

1. **ACTION ITEM: Public Hearing Quasi-Judicial: Case Number: SUP25-000017, ZON25-000006:** The applicant, TMOD Homes LLC., on behalf of David Nelson, is requesting rezoning of parcel R3249700000, from C-3 (General Commercial) to R-3 (Urban Residential) as well as a special use permit for Freedom 50 Development. The proposed development is a multi-family residential duplex community with fifty (50) dwelling units (twenty-five buildings), where the current City comprehensive plan future land use map place-type is identified as mixed-use. The 3.9 acre parcel is located on the south side of E. Ustick Rd., approximately 400 feet west of the intersection with Cleveland Blvd. This case was continued from the December 23rd, 2025 Hearing Examiner Hearing.

   Joe Dodson (Principal Planner) 205 S. 6th Avenue, provided the staff report by outlining its contents by use of a PowerPoint presentation.

   Mr. Dodson stated that the applicant has resubmitted many of their plans since the last hearing. They resubmitted their landscape plan, site plan and open space exhibit to try to comply with the conditions of approval that were previously there.

   Michael Fife (Applicant) 2667 E Gala Ct. Meridian, signed in favor of the application and stated he does not have anything else to add so he will stand for any questions.

   In response to the Hearing Examiner's questions, Mr. Fife stated:

   - The one unit will be used as a "model unit" for potential renters to walk through.
   - There will be an office space for the landlord to use.

   Mr. Fife agreed with the Hearing Examiner that the office is due to code requirements.

   Mr. Fife stated that they acknowledge that it doesn't meet every aspect of the code, particularly in relation to having residential along an arterial, but it does meet the Comprehensive Plan. They feel they are bringing an amenity to the city.

   In response to the Hearing Examiner's questions Mr. Fife stated the prices for rent will be a little below what you typically see for a two-bedroom two bathroom.

   Ms. Durtschi stated the plans will need to reflect the additional storage and property management office building before the City Council Hearing date.

FINDINGS OF FACT AND CONCLUSSIONS OF LAW FOR Case Numbers SUP25-000017, ZON25-000006: The Caldwell Hearing Examiner accepts the Findings of Fact and Conclusions of Law outlined in the staff report, public testimony, and the evidence list. All adopted ordinances, standards and codes were used in evaluating the application. The proposed use was conditionally permitted by the terms of the ordinance and such conditions of approval.

ORDER OF DECISION FOR CASE NUMBERS SUP25-000017, ZON25-000006: Based on the Findings of Fact and Conclusions of Law, the Caldwell Hearing Examiner hereby orders that Case Numbers ZON25-000006 is recommended for approval, and SUP25-000017 is approved contingent on approval of ZON25-000006 by City Council, subject to the conditions of approval listed in the staff report.

NEW BUSINESS: None

ADJOURNMENT

The Hearing Examiner adjourned the meeting at approximately 1:49 pm.

The next meeting for the Hearing Examiner will be on Tuesday, January 27th, 2026, at 1:30 p.m.
Respectfully submitted by Angelica Gomez, Administrative Assistant

MINUTES APPROVED AND SIGNED BY THE HEARING EXAMINER, SABRINA DURTSCHI, ON THE DATE NOTED BELOW:

_____ _____
Ms. Sabrina Durtschi Date

ATTEST:

_____ _____
Morgan Bessaw, Deputy Director Date

A digital recording of the public hearing is available upon request.

HEARING EXAMINER
MEETING MINUTES
Tuesday, December 23rd, 2025 @ 1:32 pm
Caldwell City Council Chambers Room, 205 S. 6th Avenue, Caldwell, Idaho

CALL TO ORDER – Hearing Examiner, Ms. Sabrina Durtschi opened the meeting for the public hearing at 1:32 p.m.

REVIEW OF PROCEEDINGS (OPENING STATEMENT) – Ms. Sabrina Durtschi outlined the procedures for the public hearing.

MEMBERS PRESENT: Sarah Fultz (Planning Technician); Joe Dodson (Principal Planner);

CONSENT CALENDAR: The Hearing Examiner approved the October 28, 2025, Hearing Examiner Meeting Minutes as drafted.

OLD BUSINESS: None

NEW BUSINESS:

1. **ACTION ITEM: Public Hearing Quasi-Judicial: Case Number:** SUP25-0000018: The applicant, the City of Caldwell, is requesting a special use permit for the installation of a new 21 sq. ft. monument sign with a 6 sq. ft. electronic reader board for the City's Event Center parking lot located at 124 N 21st Ave (parcel # R3536900000). The site is located on the southeast side of N. 21st Ave., approximately 500 feet south of the intersection with East Chicago St.

   Joe Dodson (Principal Planner) 205 S. 6th Avenue, provided the staff report by outlining its contents by use of a PowerPoint presentation.

   In response to the Hearing Examiner's question, Mr. Dodson stated there was no landscape plan submitted with the building application. There are trees and grass in the buffer but just no shrubs. Specific conditions state there will need to be a landscape plan submitted with the sign permit.

   There was no public testimony
   There was no rebuttal

   Ms. Durtschi closed the public hearing testimony at 1:45 pm.

   FINDINGS OF FACT AND CONCLUSSIONS OF LAW FOR Case Numbers SUP25-000018: The Caldwell Hearing Examiner accepts the Findings of Fact and Conclusions of Law outlined in the staff report, public testimony, and the evidence list. All adopted ordinances, standards and codes were used in evaluating the application. The proposed use was conditionally permitted by the terms of the ordinance and such conditions of approval.

   ORDER OF DECISION FOR CASE NUMBERS SUP25-000018: Based on the Findings of Fact and Conclusions of Law, the Caldwell Hearing Examiner hereby orders that Case Numbers SUP25-000018 for Event Center Sign is approved, subject to the conditions of approval listed in the staff report.

2. **ACTION ITEM: Public Hearing Quasi-Judicial: Case Number:** SUP25-000017, ZON25-000006: The applicant, TMOD Homes LLC., on behalf of David Nelson, is requesting rezoning of parcel R3249700000, from C-3 (General Commercial) to R-3 (Urban Residential) as well as a special use permit for Freedom 50 Development. The proposed development is a multi-family residential duplex community with fifty (50) dwelling units (twenty-five buildings), where the current City comprehensive plan future land use map

place-type is identified as mixed-use. The 3.9 acre parcel is located on the south side of E. Ustick Rd., approximately 400 feet west of the intersection with Cleveland Blvd.

Joe Dodson (Principal Planner) 205 S. 6th Avenue, provided the staff report by outlining its contents by use of a PowerPoint presentation.

In response to the Hearing Examiner's question, Mr. Dodson stated:

- The single-family subdivision to the west did not put the drain that is to the east boundary of the subject site within a common lot as would be standard practice nowadays. Staff believes the drain acts as a buffer should and therefore supports the request for a lesser buffer of 15' instead of 25' as is proposed by the applicant.

Michael Fife (applicant), E Gala Ct, Meridian, signed in favor of the application and gave a report of the project.

In response to the Hearing Examiner's question, Mr. Fife stated:

- There was oversight on their part for the reason why they didn't speak up during the City's Comprehensive Plan change.

In response to the Hearing Examiner's question, Mr. Dodson stated:

- The design standards were discussed internally regarding whether they meet the standards.
- The applicant can ask for alternative compliance to the multi-family section in the architectural standards.
- It is an administrative application.

There was no public testimony
There was no rebuttal

Ms. Durtschi continued the application to the January 13th, 2026 Hearing Examiner Hearing. The applicant will need to update the site plan to reflect the needed buffers. Also, to ensure all the landscaping requirements are met.

ADJOURNMENT

The Hearing Examiner adjourned the meeting at approximately 2:16 pm.

The next meeting for the Hearing Examiner will be on Tuesday, January 13th, 2026, at 1:30 p.m.
Respectfully submitted by Angelica Gomez, Administrative Assistant

MINUTES APPROVED AND SIGNED BY THE HEARING EXAMINER, SABRINA DURTSCHI, ON THE DATE NOTED BELOW:

_____ _____
Ms. Sabrina Durtschi Date

ATTEST:

_____ _____
Morgan Bessaw, Deputy Director Date

A digital recording of the public hearing is available upon request.

EXHIBIT 6

DRAFT DEVELOPMENT AGREEMENT

March 2, 2026
Freedom 50 Development Agreement
(ZON25-000006 & SUP25-000017)

After Recording
Return to:
Director
Caldwell Planning and Zoning Dept.
205 S. 6th Ave.
Caldwell, Idaho 83605

For Recording Purposes,
Do Not Write Above This Line

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") was approved by Council this _____ of _____, 20__, by and between the City of Caldwell, a municipal corporation of the State of Idaho ("City"), whose address is 205 S. 6th Avenue, Caldwell, Idaho 83605, and David Nelson, ("Owner").

RECITALS

WHEREAS, the Owner is the owner of record of approximately 3.92 acres of certain real estate identified as Canyon County Parcel No. R3249700000 (4111 Kristin Ln.), generally located near the southwest corner of the Ustick Rd. and Cleveland Blvd. intersection, in Caldwell, Idaho, ("Property"), and legally described in the attached legal description (**Exhibit A)** and as depicted on the map in **(Exhibit B)**; and

WHEREAS, the Property is currently designated as C-3 (General Commercial) on the Canyon County Zoning Map; and

WHEREAS, the Property is currently designated as Mixed Use Center on the City of Caldwell Comprehensive Land Use Map; and

WHEREAS, the Owner seeks to rezone parcel R3249700000 (4111 Kristin Ln.) to the City of Caldwell's R-3 (Urban Residential) zoning classification; and

WHEREAS, the Owner is proposing to develop the site as a multifamily development consisting of 50 dwelling units within 25 duplex style buildings on 3.92 acres in the requested R-3 zone; and

WHEREAS, the intent of this Development Agreement to protect the rights of Owner's/Developer's use and enjoyment of the Property, while at the same time limiting any adverse impacts resulting from the development of this property upon neighboring properties and the existing community, and ensuring the Property is developed in a manner consistent with Caldwell's Comprehensive Plan and City Code; and

WHEREAS, the City and Owner desire to set forth herein limitations and/or conditions upon the use and future development of the property; and

WHEREAS, all capitalized terms in this Development Agreement not herein defined shall have those meanings designated in the Caldwell City Code, the Caldwell Zoning Ordinance, and the Caldwell Comprehensive Plan; and

DRAFT

WHEREAS, the zoning designation requested by Owner with respect to the Property, if granted by the City, will only be granted upon execution of this Development Agreement; and

WHEREAS, the Owner has agreed to provide Caldwell with an affidavit agreeing to submit the Property to a Development Agreement (**Exhibit C**) pursuant to Caldwell City Code and the provisions set forth in Idaho Code Section 67-6511A and be bound by same; and

WHEREAS, all exhibits mentioned herein are attached hereto and are incorporated herein by reference; and

AGREEMENT

In consideration of the above Recitals and of the mutual covenants, duties, and obligations contained herein, the parties agreed as follows:

ARTICLE I
LEGAL AUTHORITY

This Development Agreement is made pursuant to and in accordance with the provisions of Idaho Code Section 67-6511A and Caldwell City Code, Chapter 10, Article 3.

ARTICLE II
ZONING ORDINANCE AMENDMENT

Caldwell will adopt an ordinance amending the Caldwell Zoning Ordinance to rezone the Property that is the subject of the application to the R-3 (Urban Residential) zone, subject to the terms and conditions of this Development Agreement. This Development Agreement shall be signed to meet the conditions of approval for the rezone as approved in the **Order of Decision signed March 2, 2026.** The ordinance will become effective after its passage, approval, and publication.

ARTICLE III
GENERAL CONDITIONS OF DEVELOPMENT

3.1 The Property will be developed and utilized in the fashion and according to the terms, conditions and limitations set forth in this Development Agreement and development application number(s) ZON25-000006 & SUP25-000017.

3.2 Development of the Property shall be consistent with all requirements, codes, rules and regulations of the City of Caldwell, unless specifically stated otherwise in this Development Agreement.

3.3 If the City of Caldwell has established a design review process at the time of submittal of building permits or development application(s) for the Property, the applicant will be required to go through the design review process.

3.4 In the event the Property's legal description is discovered to be in error, the Owner will be responsible for assuming the measures necessary to provide the City with an accurate legal description of the Property.

3.5 Change in Use. No change in the uses specified in this Agreement shall be allowed without modification of this Agreement pursuant to the requirements of Caldwell City Code. In the event that the Developer/Owner changes or expands the uses permitted by this Agreement without the approval

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required by this Agreement, the Caldwell City Code, and Idaho Code 67-6509, the Developer/Owner shall be in default of this Agreement.

3.6 Construction. Development and site work on the Property shall be in accordance with all applicable laws and regulations and shall also be consistent with the development standards set forth in this Agreement. Failure to construct any development on the Property consistent with this Agreement or construction in variance with this Agreement, including any amendment of this Agreement, shall constitute a default of this Agreement by the Developer/Owner.

3.7 Modifications to Plans and/or Specifications: Any changes to the plans and specifications upon which this approval is based, other than those required by any conditions of approval, will require submittal of an application for modification and approval of that application prior to commencing any change.

3.8 Landscape Plan. The applicant shall comply with all landscaping requirements based on Caldwell City Code, Chapter 10, Article 2. The Landscape Plan **(Exhibit D)** represents the Owner's current concept for all existing and proposed landscape street buffers, buffers between land uses, open space, parking lot landscaping, landscape planters, existing and proposed trees, shrubs and plantings, micro and major pathways, landscape strips, public amenities, structures and equipment proposed for recreational use, common lots, common easements, school bus stop areas, irrigation system and water source, and all other landscape improvements including, but not limited to, earth berms, walls, trash enclosures, specialty lighting, required or proposed fences. The Owner understands and agrees that any changes or modifications to the landscape plan must submitted to the City for review and approval prior to installation. The City understands and agrees that certain changes in that concept may occur or be required. If the City determines that any such changes require additional public comment due to potential impacts on surrounding property or the community, or that such change is a substantial enough change from the landscape plan presented to the public, a public hearing shall be held on the proposed changes and notice shall be provided as may be required by the City.

3.9 Landscape Maintenance: All landscaping and screening devices shall be maintained in an attractive, live, safe and healthy manner. The controller as defined by Caldwell City Code is responsible for maintaining all landscaping and screening devices within a subdivision and/or development and/or the subject property. As applied to the subdivision or development process, the controller is understood to be the property owner, association or person representing the property owner's interest with responsibility for abiding by the city's standards, rules, regulations, policies, codes and ordinances.

3.10 Cluster Mailboxes: The development shall utilize cluster mailboxes for delivery of mail. Individual mailboxes shall not be allowed. A cluster mailbox placement plan shall be submitted to the Planning and Zoning department showing coordination with the United States Postal Services prior to submitting the construction drawings.

3.11 Development Construction Signage: At the time of development a "rules and regulations" sign shall be posted and maintained at the entryways to the project until it is fully developed and build out is complete. The signs would be intended for subcontractors performing work and should include: a) no dogs; b) no loud music; c) no alcohol or drugs; d) no abusive language; e) disposal of personal trash and site debris; f) daily cleanup of any mud and/or dirt that is deposited from the construction parcel onto streets; g) installation of a temporary construction fence that would keep debris from being blown off site by the wind; h) no burning of construction or other debris on the property.

3.12 Approved Development Name, Street Names, Street Layout, Lot and Block Numbering, and Subdivision Phasing Plan. No changes to the original approved development name, street names, street layout and configuration, lot and block numbering, or subdivision phasing plan shall occur

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without prior approval from the City of Caldwell Mapping Division. Any substantial changes from what was originally approved may require additional public hearings.

3.13 SUP Expiration: Within twelve (12) months of the date of signature of the order of decision showing approval of the special use permit, the applicable permit/certificate application shall be submitted for the approved special use. If the applicable permit/certificate application is not submitted within the required time frame, the special use permit approval shall become null and void and another special use permit approval will need to be received. Within twenty-four (24) months of the submittal of the applicable permit/certificate application, the certificate of occupancy (not temporary) or other applicable certificate, shall be obtained. If the permanent certificate of occupancy or other applicable certificate is not obtained within the required time frame, the special use permit approval shall become null and void and another special use permit approval will need to be received.

3.14 Dimensional/Bulk Standards: All new construction shall comply with the current height, setback, and area schedule in effect at the time the building permit is filed, excluding any setbacks, height, lot size, or frontage deviations as noted in Article IV.

ARTICLE IV
SITE SPECIFIC CONDITIONS OF DEVELOPMENT

4.1 The subject development, Freedom 50, has been approved to deviate from 10-05-03(4).C of Caldwell City Code as part of the Rezone process and request. Said deviation permits the subject property to develop substantially consistent with the approved site plan that includes 100% residential uses and no commercial use(s) along Ustick Road.

4.2 Site Plan. The Site Plan **(Exhibit D)** represents the Owner's current concept for completion of the Project. As the Site Plan is finalized, the City understands and agrees that certain changes may occur or be required. If the City determines that any such changes require additional public comment due to potential impacts on surrounding property or the community, a public hearing shall be held on any proposed changes in the Site Plan and notice shall be provided as may be required by the City. The Owner understands and agrees that any changes or modifications to the site plan must submitted to the City for review and approval prior to development.

4.3 Building Elevations/Renderings. The Building Elevations and Renderings **(Exhibit E)** represents the Owner's current concept for the style of architecture, architectural features, colors, finishes and materials, and surrounding landscaping for the project. As the building design evolves, the City understands and agrees that certain changes in that concept may occur or be required. If the City determines that any such changes require additional public comment due to potential impacts on surrounding property or the community, or that such change is a substantial enough change from the elevations presented to the public, a public hearing shall be held on the proposed changes and notice shall be provided as may be required by the City. The Owner understands and agrees that any changes or modifications to the building elevations must submitted to the City for review and approval prior to construction of such.

4.4 Street Landscape Buffers. A twenty-five foot (25') wide street landscape buffer is required along Ustick Road. The street landscape buffer shall comply with Caldwell City Code 10-02-09-5. Seeding, hydro-seeding, or similar methods for grass groundcover shall not be allowed, and the plant sizes shall meet or exceed the minimum plant sizes as set forth in §10-02-09-5.

4.5 Comply with all City of Caldwell Engineering Department conditions as shown in **Exhibit F.**

4.6 Comply with all City of Caldwell Fire Department conditions as shown in **Exhibit G.**

DRAFT

4.7 Comply with all City of Caldwell Mapping Department conditions as shown in **Exhibit H.**

ARTICLE V
AFFIDAVIT OF PROPERTY OWNER(S)

An affidavit of the owner(s) of the Property is attached hereto and incorporated by reference herein agrees to subject the Property to this Development Agreement **(Exhibit C)** and be bound thereby, and comply with and be bound by the provisions set forth in Idaho Code Section 67-6511A and Caldwell City Code shall be provided and is incorporated herein by reference.

ARTICLE VI
DEFAULT

5.1 In the event the Owner, their heirs or assigns or subsequent owners of the property or any other person acquiring an interest in the property, fails to faithfully comply with all of the terms, conditions, and commitments set forth herein, included in this Agreement, within thirty (30) days of written notice of such failure from the City, the City shall have the right without prejudice to any other rights or remedies to cure such default or enjoin such violation and otherwise enforce the requirements contained in this Development Agreement. The City shall have the following non-exclusive and cumulative remedies, upon the City's compliance with the requirements of Caldwell City Code and Idaho Code 67-6509.

5.2 If required to proceed in a court of law or equity to enforce any provision of this Development Agreement, City shall be entitled to recover all direct out-of-pocket costs so incurred to cure or enjoin such default and to enforce the commitments contained in this Development Agreement, including attorney's fees and court costs.

ARTICLE VII
UNENFORCEABLE PROVISIONS

If any term, provision, commitment, or restriction of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument shall nevertheless remain in full force and effect and that portion determined to be invalid or unenforceable shall be re-negotiated in good faith between Owner(s), or other appropriate party, and the City.

ARTICLE VIII
ASSIGNMENT AND TRANSFER

After its execution, the Development Agreement shall be recorded in the office of the County Recorder at the expense of the Owner. Each commitment and restriction on the development shall be a burden on the Property, shall be appurtenant to and for the benefit of the Property, adjacent property, and other property near the Property and shall run with the land. This Development Agreement shall be binding on Owner, and its respective heirs, administrators, executors, agents, legal representatives, successors, and assigns; provided, however, that if all or any portion of the development is sold, the sellers shall thereupon be released and discharged from any and all obligations in connection with the property sold arising under this Agreement. The new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be bound by and liable for all commitments and other obligations arising under this Agreement with respect to the Property or portion thereof.

ARTICLE IV
GENERAL MATTERS

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8.1 Amendments. Any alteration or change to this Development Agreement shall be made only after complying with the notice and hearing provisions of Idaho Code Section 67-6509.

8.2 Termination. A development agreement may be terminated by the city, and the zoning designation upon which the use is based may be reversed upon the failure of the owner, developer or each subsequent owner or person acquiring an interest in the subject parcel to comply with the commitments in the agreement within two (2) years. The two (2) year period of time for compliance of commitments may be extended by the city for just cause and upon application for such by the owner, and after complying with the notice and hearing provisions of this section.

8.3 No failure by the City to enforce this Agreement or any provision hereof shall constitute a waiver of such provision or of any other right of the City or obligation of the Owner contained herein. This non-waiver provision shall apply regardless of the amount of time that may elapse after such default by Owner. This non-waiver provision shall apply regardless of whether such waiver by the City is express or implied.

8.4 Consent to Change Zoning. The establishment of a development agreement and the written commitments contained therein, in accordance with the provisions of this section, shall be deemed written consent to change the zoning of the subject property to its prior designation upon failure to comply with the conditions imposed by the agreement.

8.5 Other Laws. This Development Agreement shall not prevent City, in subsequent actions applicable to the Property, from applying new ordinances and regulations of general application adopted by City in the exercise of its police powers that do not conflict with the Parties' commitments set forth herein, including, but not limited to, amendments to the City's zoning ordinance which may prohibit the use or uses Owner proposes in this Agreement. Owner understands that the building and fire codes applicable to its development shall be those in effect at the time when a complete application for a building permit is filed. Nothing in this Development Agreement shall preclude the application of any law that is specifically mandated and required by changes in state or federal laws or regulations. In the event such law prevents or precludes compliance with one or more provisions of this Development Agreement, City and Developer shall meet and confer to determine how provisions of this Development Agreement would need to be modified or suspended in order to comply with the law and shall prepare and process the necessary amendment or amendments to this Development Agreement.

8.6 Paragraph Headings. This Development Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this Development Agreement. As used in this Development Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

8.7 Choice of Law. This Development Agreement shall be construed in accordance with the laws of the State of Idaho in effect at the time of the execution of this Development Agreement. Any action brought in connection with this Development Agreement shall be brought in a court of competent jurisdiction located in Canyon County, Idaho.

8.8 Legal Representation. Both the Owner and City acknowledge that they each have been represented by legal counsel in negotiating this Development Agreement and that neither party shall have been deemed to have been the drafter of this agreement.

8.9 Ongoing Performance Commitments. If the Development Agreement has commitments involves ongoing performance and the owner or developer fails to comply with the commitment after completion of construction, said failure may be dealt with by the city according to the violation and penalty provisions of this chapter and for specific performance of the development agreement,

DRAFT

including attorney fees and costs associated with the enforcement of the agreement.

8.10 Notices. Any notice which a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same by registered or certified mail, return receipt requested postage prepaid, or by Federal Express or other reputable overnight delivery service, to the party to whom the notice is directed at the address of such party set forth herein below, or such other address and to such other persons as the parties may hereafter designate. Any such notice shall be deemed given upon receipt if by personal delivery, forty-eight (48) hours after deposit in the United States mail, if sent by mail pursuant to the foregoing, or twenty-four (24) hours after timely deposit with a reputable overnight delivery service.

To City:

City of Caldwell
c/o Director, Planning & Zoning Department
205 S. 6th Ave.
Caldwell, Idaho 83605

With a Copy to:

City of Caldwell
c/o Oscar Klaas, City of Caldwell Attorney
205 S. 6th Ave.
Caldwell, Idaho 83605

To Owner:

David Nelson
Melinda Nelson
1123 12th Ave. Rd. Ste. 133
Nampa, Idaho 83686

With a Copy to Developer:

City of Caldwell
c/o Director, Planning & Zoning Department
621 Cleveland Blvd
Caldwell, Idaho 83605

8.11 Change of Address. Either Party shall give notice to the other Party of any change of its address for the purpose of this section by giving written notice of such change to the other in the manner herein provided. In the event any successor or assign fails to provide an address, the City's obligation of mailing shall be deemed accomplished by uses of the address on file with the County Tax Assessor.

8.12 Default. In the event Owner fails to comply with the terms and conditions hereof in any material respect, the City may, without further notice to Owner, exercise any or all of the following remedies.

A. Withhold the issuance of any building permit or certificate of occupancy of any structure located within the Project;

B. Withhold the connection of water, sewer or electric service to any property located within the Project;

C. Refuse to accept public ownership and maintenance of public improvements within the Project and record a notice of such action with the Canyon County Recorder's Office;

D. Issue a stop work order for any building under construction within the Project;

E. Bring an action for damages, injunctive relief, specific performance or any other remedy available at law or in equity;

DRAFT

All of the above remedies are cumulative and to the extent not wholly inconsistent with each other, may be enforced simultaneously or separately, at the sole discretion of the City.

8.7 Attorney. The prevailing party in any claims or disputes arising out of this Agreement shall be entitled to recover reasonable attorney's fees in addition to other relief which a court of competent jurisdiction may award.

8.8 Effective Date. This Development Agreement shall be effective upon the signing and execution of this agreement by both parties.

8.9 Authority to Enter Into Agreement: By the execution and delivery of this Agreement by the parties, and the performance of their covenants and obligations therein, the parties acknowledge such action has been duly authorized by all necessary corporate (or LLC) action, and necessary corporate (or LLC) resolution(s) have been executed for the undersigned representatives to sign this Agreement and so bind their respective parties.

8.10 Automatic Termination: If the Property is not developed as conditioned herein, this agreement shall terminate five (5) years after the Effective Date.

DRAFT

IN WITNESS WHEREOF, the parties hereto have executed this Development Agreement.

DATED this _____day of _____, 2026.

CITY OF CALDWELL, a municipal corporation organized and existing under the laws of the State of Idaho

By:_____
Eric Phillips, Mayor

ATTEST:

_____
Kristina Buchan, Caldwell City Clerk

STATE OF IDAHO)
) ss.
County of Canyon)

On this _____ day of _____, in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared ERIC PHILLIPS, known to me to be the MAYOR of said municipal corporation that executed this instrument and the persons who executed the said instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written.

_____
Notary Public

Residing at: _____

My Commission Expires: _____

DRAFT

OWNER(S):

By: _____
Enter Owners Name

By: _____
Enter Owners Name

STATE OF IDAHO)
) ss.
County of Canyon)

On this _____ day of _____, in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared_____, known or identified to me to be an owner of the property referenced herein and the persons who executed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written

_____
Notary Public

Residing at: _____

My Commission Expires: _____

STATE OF IDAHO)
) ss.
County of Canyon)

On this _____ day of _____, in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared_____, known or identified to me to be an owner of the property referenced herein and the persons who executed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written

_____
Notary Public

Residing at: _____

My Commission Expires: _____

DRAFT

INDEX OF EXHIBITS

A - Legal Description
B - Parcel Map
C - Affidavit of Owner
D - Site and Landscape Plans
E - Concept Elevations and Renderings
F - Engineering Conditions
G - Fire Conditions
H - Mapping Conditions

DRAFT

Exhibit A
Legal Description of Property

DRAFT

Exhibit B
Parcel Map

DRAFT

Exhibit C
Affidavit of Legal Interest

STATE OF IDAHO)
)
County of Canyon)

_____, who being first duly sworn under oath, deposes and says:

1. I am _____ **("Owner"),** whose mailing address is _____.

2. Owner is the fee simple owner of the parcel of real property **("Property")**, and legally described as:

See "Exhibit A" for legal description.

3. _____authorizes the submission of Property to certain Development Agreement pursuant to the provisions set forth in Idaho Code Section 67-6511A and Caldwell City Code dated the ___ day of _____, 20___ by and between the City of Caldwell, a municipal corporation in the State of Idaho, and Owner (the "**Agreement**").

DATED this ____ day of _____, 20____.

Owner
By: _____
Owner Name

SUBSCRIBED AND SWORN to before me this _____day of _____, 20___.

Notary Public
Residing at _____, Idaho
My Commission expires _____

DRAFT

Exhibit D
Site and Landscape Plans

This space reserved for insertion of documents after City Council final approval

DRAFT

Exhibit E
Concept Elevations / Renderings

This space reserved for insertion of documents after City Council final approval

DRAFT

Exhibit F
City of Caldwell Engineering Conditions

This space reserved for insertion of documents after City Council final approval

DRAFT

Exhibit G
City of Caldwell Fire Department Conditions

This space reserved for insertion of documents after City Council final approval

DRAFT

Exhibit H
City of Caldwell Mapping Department Conditions

This space reserved for insertion of documents after City Council final approval

DRAFT

EXHIBT 7

ORDINANCE AND SUMMARY (REZONE)

BILL NO. 77
ORDINANCE NO. 3729

AN ORDINANCE DETERMINING THAT CERTAIN LAND LAYS WITHIN THE CITY LIMITS OF THE CITY OF CALDWELL, COUNTY OF CANYON, STATE OF IDAHO, AND THAT SAID LANDS SHOULD BE REZONED FROM C-3 (GENERAL COMMERCIAL) ZONE TO THE R-3 (URBAN RESIDENTIAL) ZONE DETERMINING THAT SAID CHANGE IN ZONING IS IN THE BEST INTEREST OF THE CITY OF CALDWELL, CANYON COUNTY, IDAHO; DIRECTING THE CITY ENGINEER AND PLANNING AND ZONING DIRECTOR TO AMEND SAID PROPERTY ON THE OFFICIAL MAPS OF THE CITY OF CALDWELL, IDAHO; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS OR PARTS THEREOF IN CONFLICT HEREWITH.

BE IT ORDAINED, BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CALDWELL, COUNTY OF CANYON, STATE OF IDAHO:

Section 1. That the Caldwell City Council, upon recommendation of the Hearing Examiner and following the public notice and hearing procedures as required in Section 10-03-12, Caldwell Municipal Code, approved Case No. ZON25-000006 (Freedom 50) at a public hearing held this 2nd day of March, 2026.

Section 2. The parcel(s) are within the City of Caldwell, Idaho and the applicant has requested that said following described property(s) should be rezoned as follows:

Parcel R3249700000 from C-3 (GENERAL COMMERCIAL) to R-3 (URBAN RESIDENTIAL); and

A parcel(s) of land more particularly described in Exhibit A: Legal Description and as shown in Exhibit B: Map Exhibit.

Section 3. That the City Engineer and the Planning and Zoning Director of the City of Caldwell, Idaho, are hereby instructed to so designate the same above-described property(s) on the official zoning map and other area maps of the City of Caldwell, Idaho as R-3 (Urban Residential).

Section 4. All ordinances, resolutions, orders or parts thereof in conflict herewith are hereby repealed, rescinded and annulled.

Section 5. This ordinance shall be in full force and in effect from and after its passage, approval and publication, according to law.

PASSED BY THE COUNCIL OF THE CITY OF CALDWELL, IDAHO, this 2nd day of March, 2026.

APPROVED BY THE MAYOR OF THE CITY OF CALDWELL, IDAHO, this 2nd day of March, 2026.

_____
Mayor Eric Phillips

ATTEST:

_____
City Clerk

EXHIBIT A

1001 N. Rosario Street Suite 100
Meridian, ID 83642
P (208) 974-0075 F (801) 352-7989

LEGAL DESCRIPTION
PREPARED FOR
FREEDOM 50 (LAT 96)
CALDWELL, IDAHO
10/13/2025
25-5065
GAM

FREEDOM 50 LEGAL DESCRIPTION

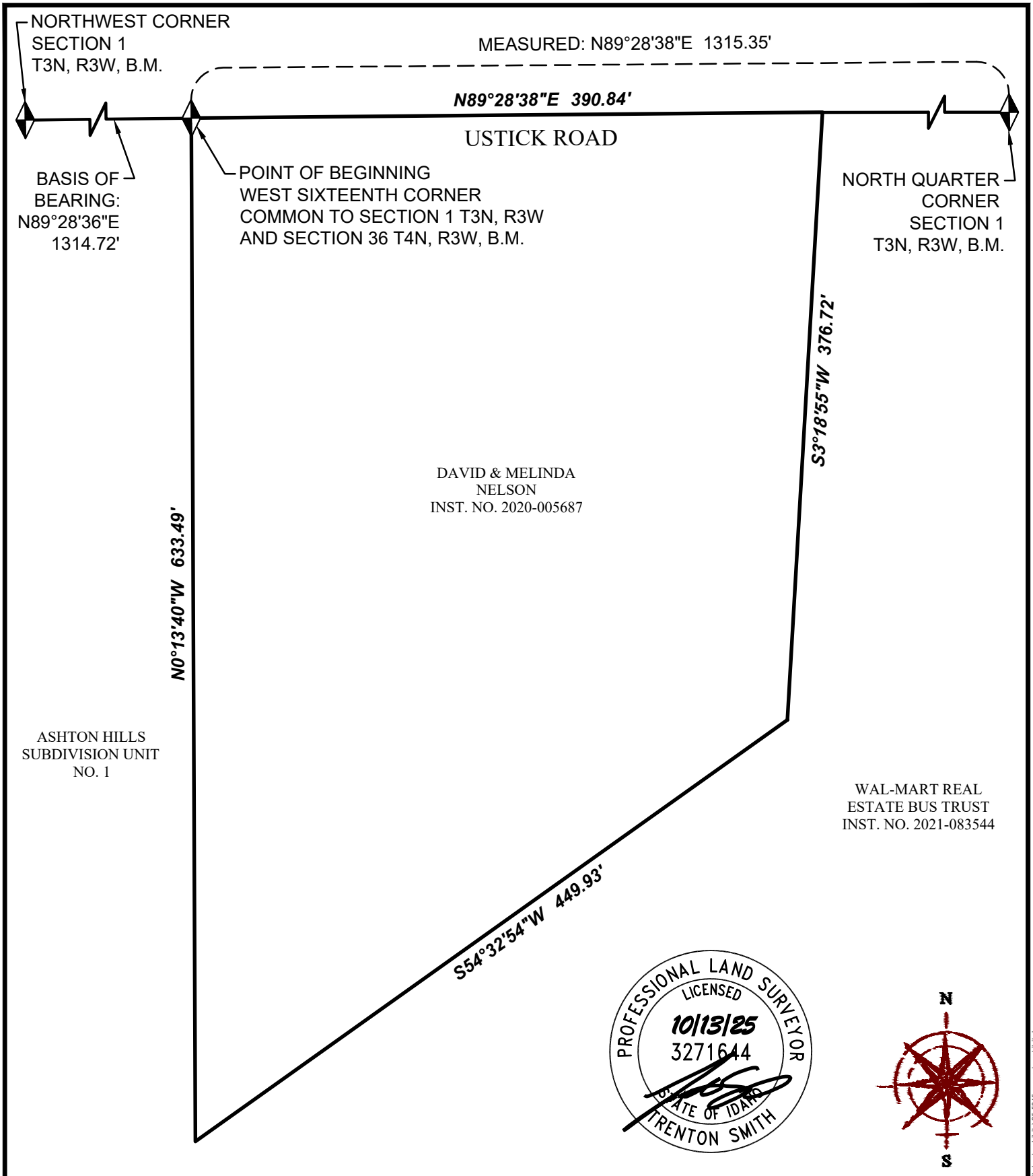
A part of the Northeast Quarter of the Northwest Quarter of Section 01, Township 3 North, Range 3 West, Boise Meridian, located in Caldwell, Canyon County, Idaho, being more particularly described as follows:

Commencing from the West Sixteenth Corner common to Section 1 T3N, R3W and Section 36 T4N, R3W, from which the Northwest Corner of said Section 1 bears S89°28'36" W 1314.72 feet;

thence N89°28'38" E 390.84 feet along the Northerly line of the Northwest Quarter of said Section 01;
thence S03°18'55" W 376.72 feet;
thence S54°32'54" W 449.93 feet;
thence N0°13'40" W 633.49 feet along the Easterly boundary of Ashton Hills Subdivision Unit No. 1, located in Book 27 Page 20-21, records of Canyon County, Idaho to the Point of Beginning;

Contains: 4.35 acres +/-





FOCUS©
ENGINEERING AND SURVEYING, LLC
1001 N. ROSARIO STREET SUITE 100
MERIDIAN, IDAHO 83642 PH: (208) 974-0075
www.focus-es.com

FREEDOM 50
EXHIBIT B
CALDWELL, ID

Date Created:	10/13/2025
Scale:	N.T.S.
Drawn:	JTS
Job:	25-5065
Sheet:	2 OF 2

V:_2025\25-5065 1Mod Latitude 96\design 25-5065\dwg\exhibits\25-5065 property exhibit.dwg

ORDINANCES OF THE CITY OF CALDWELL
NOTICE OF ADOPTION AND SUMMARY OF
ORDINANCE NO. 3729
REGARDING ZONE DESIGNATION
OF CERTAIN PROPERTY

AN ORDINANCE DETERMINING THAT CERTAIN LAND LAYS WITHIN THE CITY LIMITS OF THE CITY OF CALDWELL, COUNTY OF CANYON, STATE OF IDAHO, AND THAT SAID LANDS SHOULD BE REZONED FROM C-3 (GENERAL COMMERCIAL) ZONE TO THE R-3 (URBAN RESIDENTIAL) ZONE ; DETERMINING THAT SAID CHANGE IN ZONING IS IN THE BEST INTEREST OF THE CITY OF CALDWELL, CANYON COUNTY, IDAHO; DIRECTING THE CITY ENGINEER AND PLANNING AND ZONING DIRECTOR TO AMEND SAID PROPERTY ON THE OFFICIAL MAPS OF THE CITY OF CALDWELL, IDAHO; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS OR PARTS THEREOF IN CONFLICT HEREWITH.

Ordinance No. 3729, provided for the rezone of:

A part of the Northeast Quarter of the Northwest Quarter of Section 01, Township 3 North, Range 3 West, Boise Meridian, located in Caldwell, Canyon County, Idaho, being more particularly described as follows:

Commencing from the West Sixteenth Corner common to Section 1 T3N, R3W and Section 36 T4N, R3W, from which the Northwest Corner of said Section 1 bears S89°28’36” W 1314.72 feet;

thence N89°28’38” E 390.84 feet along the Northerly line of the Northwest Quarter of said Section 01;
thence S03°18’55” W 376.72 feet;
thence S54°32’54” W 449.93 feet;
thence N0°13’40” W 633.49 feet along the Easterly boundary of Ashton Hills
Subdivision Unit No. 1, located in Book 27 Page 20-21, records of Canyon County, Idaho to the Point of Beginning;

Section 1. This ordinance shall be in full force and effect from and after its passage, approval, and publication, according to law.

Section 2. 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 3. All ordinances, resolutions, orders and parts thereof in conflict herewith are repealed.

Ordinance No. 3729 was passed by the Council and approved by the Mayor on the 2nd day of March, 2026. The full text of the Ordinance is available at Caldwell City Hall, 205 S 6th Ave, Caldwell, Idaho 83605. The Mayor and City Council approved the foregoing summary on the 2nd day of March, 2026 for publication on the 10th day of March 2026, pursuant to Idaho Code § 50-901A.

STATEMENT OF LEGAL ADVISOR
I have reviewed the foregoing summary and believe that it provides a true and complete summary of Ordinance No. 3729 and provides adequate notice to the public as to the contents of such ordinance.

DATED this 2nd day of March, 2026.
Oscar Klaas, Attorney for City of Caldwell

Regular **Item:** 21.

Memorandum

To:

City Council

Meeting Date:

March 16, 2026

Item Name:

Approve the Findings of Facts and Conclusions of Law for Regency at Verbena Ranch No. 1 Final Plat (SFP25-000029).

Summary Statement:

Recommended Action:

Budget:

Cost Impact:
Funding Source:
Timeline:

Attachments:

1. FCO_Packet - RegencyatVerbenaRanchNo.1 (SFP25-000029)

Caldwell Planning & Zoning Department

STAFF REPORT / FINDINGS

Consent Item | City Council | 3/16/2026

Staff Planner: Joe Dodson, Principal Planner

CASE NO(s): SFP25-000029

Project Name: Regency at Verbena Ranch No. 1

STAFF REVIEW SUMMARY

Staff finds the final plat **IS** compliant with all applicable codes, regulations, and policies, and is in conformance with the approved preliminary plat. Staff recommends if approved, the approvals be subject to the conditions listed in the Findings of Fact, Conclusion of Law, and Decision herein.

CITY COUNCIL DECISION

This will be updated to reflect the city council decision after the meeting and prior to signature.

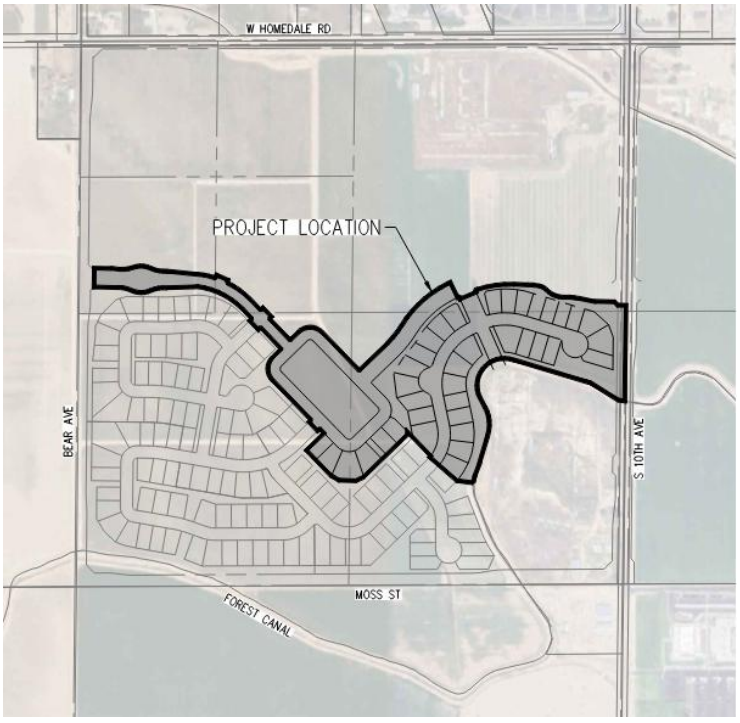
City Council APPROVED / DENIED the final plat at the 3/16/2026 City Council meeting.

PROJECT SUMMARY:

Proposed Land Use Applications:

Final Plat for Regency at Verbena Ranch Subdivision No. 1, consisting of 37 detached single-family residential building lots and 7 common lots on approximately 22.78 acres in the R-1 zoning district.

Project Name:	Regency at Verbena Ranch No. 1
Applicant:	Toll Brothers
Property Owner:	Toll West Inc.
Parcel ID Number(s):	R3267801000, R3267801100, & R3267801200
Property or Project Size:	22.78 acres (this phase)



DECISION BODY – REQUIRED FINDINGS & APPROVAL CRITERIA

Before the City Council approves any application, the Council must find and conclude the proposed application is compliant with the Caldwell City Code approval criteria as listed under #11 within Section I, Findings of Facts, within this report.

BEFORE THE CALDWELL CITY COUNCIL
CITY OF CALDWELL, CANYON COUNTY, IDAHO

NOTE: *THIS IS NOT A PREDETERMINED DECISION. PORTIONS OF THE FINDINGS ARE WRITTEN IN AN APPROVAL AND DENIAL FORMAT. ALL EVIDENCE WILL BE CONSIDERED AND THE FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION WILL BE UPDATED PRIOR TO FINAL SIGNATURE.*

IN THE MATTER OF AN APPLICATION FOR A FINAL PLAT APPROVAL FOR REGENCY AT VERBENA RANCH SUBDIVIISON NO. 1 CONSISTING OF 37 DETACHED SINGLE-FAMILY RESIDENTIAL BUILDING LOTS AND 7 COMMON LOTS ON APPROXIMATELY 22.78 ACRES IN THE R-1 ZONING DISTRICT.

Property Owner: TOLL WEST INC.

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

Case No. SFP25-000029

I. FINDINGS OF FACTS

1.	**APPLICANT:**	Toll Brothers
2.	**PROPERTY OWNER:**	Toll West Inc.
3.	**APPLICATION REQUEST:**	Application for final plat approval of Regency at Verbena Ranch Subdivision No. 1, consisting of 37 detached single-family residential building lots and 7 common lots on approximately 22.78 acres in the R-1 zoning district
4.	**SITE ADDRESS AND LOCATION:**	The subject site is located on the SEC of Ustick Road and Florida Avenue, with a property address of XXXXXXXXXXXXXXX, described as a portion of Lot 5, Block 1 of East Caldwell Urban Renewal, Phase 1 (W ½ NE ¼ of Section 25, T4N, R3W, BM).
5.	**ASSESSOR PARCEL NUMBER(S):**	R3267801000, R3267801100, & R3267801200
6.	**PROJECT SIZE:**	Phase 1 is approximately 22.78 acres, more or less
7.	**PUBLIC NOTICING:**	The Planning and Zoning Division notifies all political subdivisions providing services within the planning jurisdiction, including school districts who will be impacted by any changes that have been proposed from what was originally approved on the preliminary plat.

Review of the final plat submitted determined there were no modifications proposed that would necessitate additional public agency notifications.

8. **PRELIMINARY PLAT AND DEVELOPMENT BACKGROUND AND HISTORY:**

The preliminary plat approval for Regency at Verbena Ranch (ANN24-00006 & SUB24-000022) was signed by the City Council on 5/5/2025. This is the first final plat for this preliminary plat and is therefore still a valid plat.
This phase consists of approximately 22.78 acres and includes 37 single-family detached residential lots.

9. **APPLICABLE REGULATIONS AND GUIDING DOCUMENTS:**

a. City of Caldwell Zoning Ordinance No. 1451, as amended
b. City of Caldwell Subdivision Ordinance, as amended
c. Idaho Code, Title 67, Chapter 65, Local Planning Act

10. **STAFF REVIEW AND ANALYSIS:**

Residential Type	**# of Lots**				
	PP	FP No 1	TBD	TBD	Remaining
Single-Family Detached	143	**37**			**105**
Townhomes	n/a	n/a			n/a
Duplex	n/a	n/a			n/a
Triplex	n/a	n/a			n/a
4- or 5-family	n/a	n/a			n/a
Multi-family Apartments	n/a	n/a			n/a
Common Lots	n/a	**7**			n/a

Residential Type	**# of Buildings**				
	PP	FP No 1	TBD	TBD	Remaining
Single-Family Detached	143	**37**			**105**
Common Lots	n/a	**1**			n/a

Residential Type	**# of Units**				
	PP	FP No 1	TBD	TBD	Remaining
Single-Family Detached	143	**37**			**105**
Common Lots	0	0			n/a

Non-Residential					
	PP	FP No 1	TBD	TBD	Remaining
Open Space Acreage	11.85 ac.	**5.04 ac**.			6.81 ac.
Amenities Approved	Clubhouse, pool, pickleball courts, bocce ball courts, outdoor seating/firepit, dog park, & pathways	**Clubhouse, outdoor pool, lap pool, pickleball courts, bocce ball courts, outdoor fireplace, & pathways**			Dog park and additional pathways/walking paths

Staff Comment: *Construction drawings (CD25-00056) and the proposed final plat have been reviewed for conformance with city codes and with the approved preliminary plat. The Planning & Zoning Division, in consultation with the Engineering Department, have determined the final plat is compliant with city code, as well as with the approved preliminary plat.*

11. **CITY COUNCIL DECISION:**

Regarding the request for a final plat approval for Regency at Verbena Ranch Subdivision No. 1, a residential subdivision with 37 detached single-family building lots and 7 common lots in the R-1 (Neighborhood Residential) zone on approximately 22.78 acres on Parcels R3267801000, R3267801100, & R3267801200, located in the NE ¼ of Section 9, T3N, R3W, the subject application was placed on the 3/16/2026 City Council consent agenda for consideration.

Based upon the information received and the record of evidence presented, the City Council voted to **APPROVE** the request for final plat approval, subject to the conditions herein. In approving the requests, the City Council concluded the following:

1. The final plat is compliant with city code; and
2. The final plat is in compliance with the approved preliminary plat.

II. CONCLUSIONS OF LAW

1. The City of Caldwell has provided for the processing of Land Use permits authorized by Chapter 65, Title 67, Idaho Code, pursuant to Chapter 10 Zoning Regulations and Chapter 11 Subdivision Regulations.
2. The record includes, but is not limited to all files, application documents, public notices, public comments and testimony, staff reports and memos, presented evidence and exhibits, public hearing written minutes and audio, and the signed Findings of Facts, Conclusions of Law, and Decision.
3. The City Council is authorized to approve, approve with conditions, approve with modifications, or deny final plats in accordance with Section 11-02-03 (2) D of Caldwell City Code.
4. The City Council reviewed and considered all records, evidence, testimony, facts presented, applicable code standards, and approval criteria as specified within Caldwell City Code in making their decision.

III. CONDITIONS OF APPROVAL

NOTE: Any conditions removed by the governing body will be shown in a strikethrough. Any conditions added by the governing body will be shown as underlined.

The approval of the application requests for (SFP25-000029), are subject to the adherence of the following conditions:

A. Site Specific Requirements:

1. Future development of the subject site shall be substantially consistent with the approved plans herein and all conditions/entitlements associated with Regency at Verbena Ranch Preliminary Plat and Verbena Ranch PUD (ANN24-00006, SUB24-000022, & PUD24-000004).

2. No more than 30 homes/lots may receive building permit approval prior to a Fire approved secondary access being constructed.

B. General Requirements:

1. Development of the subject property shall be in conformance with all municipal codes, policies, standards, and regulations of the City of Caldwell, unless specifically stated otherwise in a Development Agreement or in the Order of Decision. **NOTE:** *Failure to identify a code violation during the review of the plans DOES NOT give the applicant the right or permission to violate any codes, policies, standards and/or regulations.*
2. If any term or provision of this decision, to any extent, is held invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby, but each such remaining term and provision shall be valid and enforced to the fullest extent permitted by law.
3. Any nuisances existing on the property (weeds, trash, debris, etc) shall be resolved and in compliance with city codes prior to the approval of any construction drawings and/or issuance of building permits.
4. Any changes to the plans and specifications upon which this approval is based, other than those required by the above conditions, will require submittal of an application for modification and approval of that application prior to commencing any change.
5. All improvements and operations shall comply with applicable local, state and federal requirements and procedures whether specifically addressed in the analysis of this application or not.
6. Fencing: Fencing must comply with Caldwell City Code Section 10-02-07.
7. Approval: This approval is for the application(s) specified herein only. Additional permits, licenses and approvals may be necessary.
8. Solid Waste Disposal: All solid waste receptacles utilized during development and/or construction shall be provided by the same company with which the City of Caldwell has an exclusive contract.
9. Business Licensing: All businesses operating within the corporate limits of the city shall obtain a business permit license prior to commencing business operations.

C. Site Design and Development Standards:

1. General: All new construction shall comply with the current dimensional standards (height and setback schedule) in effect at the time the building permit is filed, excluding any deviations approved through a planned unit development, special use permit, and/or development agreement.
2. Stormwater: Strict adherence to the "Caldwell Stormwater Management Manual", as adopted by the city council as well as any subsequent adopted updates, is required. **NOTE:** *Any modifications necessary to the original approved stormwater design where additional stormwater retention or detention facilities are required, or where the approved retention and detention facilities are required to be expanded, still requires adherence to the requirements for minimum open space, landscape buffers, lot sizes and setbacks.*

D. Engineering Department Conditions:

The following items shall be completed prior to the City Engineer signing the final plat. Said items cannot be deferred by posting a financial security:

1. Water System: The final plat cannot be signed until the water system has been constructed, pressure tested and clean water samples received.
2. Sewer System: The final plat cannot be signed until the sewer system has been constructed, pressure tested, CCTV video has been submitted and approved and interim as-builts have been approved by the Engineering Department.

3. Pressurized Irrigation System: The final plat cannot be signed until the pressure irrigation system within the public right-of-way has been constructed and pressure tested.

4. Storm Drain System: The final plat cannot be signed until the storm drain system located within the public right-of-way has been constructed, passed visual inspection, and interim as-builts have been approved by the Engineering Department.

5. All-Weather Surfaces: The final plat cannot be signed until all-weather surfaces are in place, compaction test results have been submitted and approved for roadways and emergency accesses and, if paved, core sample results have been submitted and approved.

6. Street Signs: The final plat cannot be signed until all street signs have been installed to City standards and approved.

7. Construction Security: Construction security (compliant with current City Code requirements) must be provided for all items which are not among the items listed above, and which are not yet completed before the City Engineer can sign the final plat. The City must be in agreement on a construction security amount for those improvements.

8. Final Plat Review: The final plat drawing shall be submitted to the Engineering Department for review prior requesting signatures on the final plat. Adequate review time (no less than 30 days) shall be provided by the Applicant. Final plats submitted for review must meet all State statutes and City codes, policies, and ordinances.

9. Addressing: In an effort to expedite the addressing process of the final plat, applicants shall submit electronic copies of the final plat, in both PDF and AutoCAD format, to the Engineering and Mapping departments as soon as possible.

E. Fire Department Conditions:

1. All requirements from the Fire Department for access, turnarounds, emergency access, water supply, fire hydrants, etc. shall be met in the development and/or platting of the subject property.

2. Final approval of the location and number of fire hydrants within the development shall be determined by the Fire Marshal and take place by phase at the time of submittal of applicable construction drawings for each phase.

F. Mapping Department Conditions:

1. Approved Subdivision Name. No changes to an approved subdivision name shall occur unless a request is initiated through the filing of an application for a "Subdivision Name Change Request", and subsequently reviewed and approved the Mapping and Planning and Zoning Department, at an administrative staff level. In making application, the application shall file a completed application with the Planning and Zoning Department on forms prescribed by the department accompanied by such data and information necessary to assure the fullest presentation of facts, as determined by the Planning Director.

    a. Subdivision Name Change Requests; Prior to Final Plat Submission: If approved, an amended preliminary plat will need to be submitted to the Planning and Zoning Department with the reflected subdivision name change prior to the approval of construction drawings. All construction drawings and final subdivision plats shall reflect the new approved subdivision name.

    b. Name Change Requests; Prior to Final Plat Recording: If approved, an amended final plat drawings and mylars will need to be submitted to the Planning and Zoning Department with the reflected subdivision name change prior to signature of the final plat.

c. Name Change Requests; After Final Plat Recording: If approved, an amended final plat drawing indicating the new subdivision name OR an Affidavit of Correction indicating that the plat is otherwise known as "insert the new approved subdivision name", shall be recorded at the county recorder's office. Once the plat or affidavit is recorded, a copy of the recorded plat or affidavit shall be provided to the Planning and Zoning Department.

2. Approved Street Names, Street Layout, Lot and Block Numbering, and Subdivision Phasing Plan. No changes to the original approved street names, street layout and configuration, lot and block numbering, or subdivision phasing plan shall occur without prior approval from the City of Caldwell Mapping Division. Any substantial changes from what was originally approved may require additional public hearings.

G. Landscaping Specific Requirements:

1. Compliance: The applicant shall comply with all landscaping requirements based on Caldwell City Code.
2. Landscape Plan: The Landscape Plan **(Exhibit 1)** represents the approved landscape plan. Any changes to the landscape plan must be submitted to the City for review and approval prior to installation.
3. If the City determines that any such changes require additional public comment due to potential impacts on surrounding property or the community, or that such change is a substantial enough change from the landscape plan presented to the public, a public hearing shall be held on the proposed changes and notice shall be provided as required by the City.
4. Landscape Maintenance: All landscaping and screening devices shall be maintained in an attractive, live, safe and healthy manner, and to meet the specific requirements in the Caldwell City Code.
5. Subdivisions: The homeowner's association is responsible for maintaining all common area landscaping and screening devices within a subdivision, development, and/or the subject property.
6. Street Landscape Buffers: The street landscape buffers shall contain a mixture of sod, trees (deciduous and evergreen), shrubs, lawn, vegetative and non-vegetative ground cover so that the entire buffer area is covered. Plantings shall meet or exceed the minimum plant sizes as follows:

Planting Type	Minimum Size at Time Planting
Evergreen trees	6-foot height minimum
Ornamental trees	2-inch caliper minimum
Shade trees	2-inch caliper minimum
Shrubs & Perennials	10" height and/or spread minimum, depending on plant species

H. Subdivision Specific Requirements:

1. Cluster Mailboxes: The development shall utilize cluster mailboxes for delivery of mail. Individual mailboxes shall not be allowed. A cluster mailbox placement plan shall be submitted to the Planning and Zoning department showing coordination with the United States Postal Services prior to submitting the construction drawings.
2. Subdivision Construction Signage: At the time of development a "rules and regulations" sign shall be posted and maintained at the entryways to the project until it is fully developed and build out is complete. The signs would be intended for subcontractors performing work and should include: a) no dogs; b) no loud music; c)

no alcohol or drugs; d) no abusive language; e) disposal of personal trash and site debris; f) daily cleanup of any mud and/or dirt that is deposited from the construction parcel onto streets; g) installation of a temporary construction fence that would keep debris from being blown off site by the wind; h) no burning of construction or other debris on the property.

3. Plat Expirations:

   Final plats must be recorded for a single-phase development or for the first phase of a multi-phase development within twenty-four (24) months of the date of signature on the approving order of decision for the final plat.

4. Phased Subdivisions: The subdivider may file and obtain acceptance of successive final plats for continuous segments of the approved preliminary plat without reapplication for preliminary plat approval, provided that final plats are recorded in successive intervals of not more than two (2) years each, as measured from the date of recordation of the prior phase final plat.

I. Planned Unit Development Specific Requirements:

1. PUD Ownership: A planned unit development shall be under single ownership/control during the planning and developmental stage to ensure that the development can be accomplished in a unified manner.

2. PUD Amenities: 50% of the amenities shall be completed with the first 80% of building permits issued for the entire development. All amenities shall be completed prior to the final landscape inspection for street buffers and open space.

3. PUD Expiration: The completion of the first phase of a planned unit development shall take place within three (3) years of the signature date on the order of decision approving the planned unit development or said approval shall become null and void. For each phase after the first phase there shall be an allowed one year time frame per phase for completion. Should any phase not be completed within its one year time frame, approval on the uncompleted portion of the planned unit development shall become null and void. Exceptions to the time frames may be granted at the time of original approval of the planned unit development, provided said exceptions are requested in the initial application.

IV. ORDER OF DECISION

The Council, based upon the testimony and evidence in record in this matter and upon findings of fact and conclusions of law set forth herein DOES HEREBY DETERMINE AND DECIDE AS FOLLOWS: the request for a final plat approval for Regency at Verbena Ranch Subdivision No. 1, a residential subdivision with 37 detached single-family building lots and 7 common lots in the R-1 (Neighborhood Residential) zone on approximately 22.78 acres on Parcels R3267801000, R3267801100, & R3267801200, located in the NE ¼ of Section 9, T3N, R3W, is **APPROVED SUBJECT TO THE CONDITIONS OF APPROVAL LISTED HEREIN.**

These Findings of Fact, Conclusions of Law and Decision are for Regency at Verbena Ranch Subdivision No. 1 approved and adopted by the Caldwell City Council on this date, March 16, 2026.

_____ _____

Eric Phillips, Mayor Date of Decision

ATTEST:

_____

Kristina Buchan, City Clerk
City of Caldwell

EXHIBIT 1

Application Documents

- Application
- Narrative
- Vicinity Map
- Final Plat
- Approved Preliminary Plat
- Landscape Plan
- Open Space Exhibit
- Conceptual Amenity Layout

City of Caldwell

Community Development Department – Planning & Zoning Division

MASTER LAND USE APPLICATION

Please note that any land use action below marked with an asterisk (*) will require public hearing. Land use actions below marked with two asterisks (**) may require public hearing depending on the scope of project.

APPLICATION REQUESTS

Note: Please check all that apply.

- ☐ Director Determination
- ☐ Administrative Development Review[2]
- ☐ Alternative Method of Compliance
- ☐ *Annexation w/ Zoning
- ☐ Business License (Business Permit)
- ☐ *Certificate of Appropriateness
- ☐ *Comprehensive Plan Amendment
  - ☐ Text
  - ☐ Map
- ☐ *Deannexation
- ☐ **Design Review
- ☐ Development Agreement
  - ☐ *New
  - ☐ **Modification
  - ☐ *Termination
- ☐ Home Occupation Permit
  - ☐ New
  - ☐ Renewal
- ☐ Lot Line Adjustment
- ☐ Lot Split
  - ☐ Administrative
  - ☐ Simple
- ☐ *Manufactured Home Community
- ☐ Mobile Food Unit (Individual)
- ☐ Mobile Food Unit Park / Court
- ☐ Outdoor Dining Permit
- ☐ Parcel Consolidation
- ☐ Performance Bonding
- ☐ Planned Unit Development (PUD)
  - ☐ *New
  - ☐ **Modification
- ☐ Public Art / Murals
- ☐ *Rezone (Zoning Map Amendment)
- ☐ Signs[1]
- ☐ Special Use Permit (SUP)
  - ☐ *New
  - ☐ **Modification
  - ☐ Time Extension
- ☐ Subdivision Plats
  - ☐ *Preliminary Plat
  - ☒ Final Plat
  - ☐ *Short Plat (Regular)
  - ☐ *Short Plat (Condo)
  - ☐ **Plat Modification
  - ☐ Time Extension
  - ☐ Renewal
- ☐ Temporary Use Permit
  - ☐ New ☐ Renewal
  - ☐ Construction Trailer
  - ☐ Model Home Sales Office
  - ☐ Storage Containers / Pods
  - ☐ Temporary Housing
  - ☐ Transient Merchant
- ☐ Traffic Impact Study Review
- ☐ Vacation of Easement and/or Right-of-way
- ☐ *Variance
- ☐ *Zoning Ordinance Text Amendment
- ☐ Other, Pleases Describe:

_____

_____

_____

[1]Freestanding, post/pole, or monument signs less than 6' in height. All other signs must be submitted through the building department.

[2] Used when not associated with other land use applications, when revisions to an approved (non-subdivision development) is being proposed, or when the land use schedules or specific use provisions of the Code indicate the requirement for Administrative Development Review.

City of Caldwell

Community Development Department – Planning & Zoning Division

MASTER LAND USE APPLICATION

PROJECT and SITE/PROPERTY INFORMATION

Project or Business Name: Regency at Verbena Ranch Subdivision No. 1

Site Address (s):	**Suite #:**
0 S 10th Ave, Caldwell, ID 83607	

Parcel #(s): R3267801200

Total Acres: 22.78

General Location of Site:

SW of the Homedale Rd & 10th Ave intersection

Current Zoning of Parcel(s): *(Check all that apply)*	☐ RS-1 ☐ RS-2 ☒ R-1 ☐ R-2 ☐ R-3 ☐ C-1 ☐ C-2 ☐ C-3 ☐ C-4 ☐ C-C ☐ DCB ☐ M-1 ☐ M-2 ☐ I-P ☐ A-D ☐ C-D ☐ H-D ☐ P-D ☐ T-N ☐ H-C ☐ Property currently In County Please list the current county zoning designation: _____
Overlay Districts: *(Check all that apply)*	☐ APO-1 ☐ APO-2 ☐ Indian Creek Corridor Overlay ☐ Downtown Local Historic Area ☐ Steunenberg Historic District ☐ Floodplain Overlay ☒ None
City of Caldwell Comprehensive Plan Designation of Parcel(s): *(Check all that apply)*	☐ Neighborhood 1 ☒ Neighborhood 2 ☐ Neighborhood 3 ☐ Urban Neighborhood ☐ Community Center ☐ Mixed Use Center ☐ Downtown ☐ Employment Center ☐ Special Purpose
Are parcels located within an Area Hub as indicated on the City of Caldwell Comprehensive Plan?	☐ Yes ☒ No

City of Caldwell

Community Development Department – Planning & Zoning Division

MASTER LAND USE APPLICATION

Description of Proposed Project / Request:

Subdivision - Final Plat for Regency at Verbena Ranch Subdivision No. 1. The project is located at 0 S 10th Ave, Caldwell, ID 83607, in the NE 1/4 of Section 9, Township 3 North, Range 3 West. The final plat includes 37 single-family residential lots and 7 common lots (2 private roads) on 22.78 acres.

APPLICANT INFORMATION:

Name:	Kyle Prewett
Company Name (if applicable):	Toll Brothers
☐ Property Owner ☒ Authorized Agent ☐ Purchaser ☐ Petitioner (Vacations only)	
Mailing Address:	3103 W Sheryl Dr, STE 100, Meridian, ID 83642
Phone:	2084240020
Email:	kprewett@tollbrothers.com

PROPERTY OWNERS' INFORMATION

(If an LLC, please provide documentation of being an authorized signer)

☐ Not Applicable

Name:	Toll West Inc.
Mailing Address:	3103 W Sheryl Dr, STE 100, Meridian, ID 83642
Phone:	2084240020
Email:	rhammons@tollbrothers.com

City of Caldwell

Community Development Department – Planning & Zoning Division

MASTER LAND USE APPLICATION

DESIGNATED CONTACT PERSON

(Who will receive and disseminate all correspondence from the city)

Same as:

☒ Applicant ☐ Property Owner ☐ Other

Name: Kyle Prewett

Company Name (if applicable): Toll Brothers

Mailing Address: 3103 W Sheryl Dr, STE 100, Meridian, ID 83642

Phone: 2085763625

Email: kprewett@tollbrothers.com

CONTRACTOR / DEVELOPER INFORMATION

☐ Not Applicable

Name: Martin Taylor

Company Name (if applicable): TOLL SOUTHWEST LLC

Mailing Address: 3103 W Sheryl Dr, STE 100, Meridian, ID 83642

Phone: 2084240020

Email: mtaylor1@tollbrothers.com

ARCHITECT INFORMATION

☒ Not Applicable

Name:

Company Name (if applicable):

Mailing Address:

Phone:

Email:

City of Caldwell

Community Development Department – Planning & Zoning Division

MASTER LAND USE APPLICATION

ENGINEER / SURVEYOR INFORMATION

☐ Not Applicable

Name:	Anna Hirning
Company Name (if applicable):	ESE Consultants, Inc.
Mailing Address:	3103 W Sheryl Dr, STE 100, Meridian, ID 83642
Phone:	2084240020
Email:	ahirning@eseconsultants.com

LANDSCAPE ARCHITECT INFORMATION

☐ Not Applicable

Name:	Kimberly Siegenthaler
Company Name (if applicable):	Jensen Belts Associates
Mailing Address:	1509 Tyrell Lane, STE 130, Boise, ID 83706
Phone:	2083437175
Email:	kim@jensenbelts.com

City of Caldwell

Community Development Department – Planning & Zoning Division

MASTER LAND USE APPLICATION

ACKNOWLEDGEMENTS

☒ By signing this application, I authorize employees/agents of the City to enter onto the property that is the subject of this application during regular business hours. The sole purpose of entry is to make an examination of the property that is necessary to process this application.

☒ I certify that I am the owner of this property, the owner's authorized agent, or the petitioner (if for a vacation). If acting as an authorized agent, I further certify that I have full power and authority to file this application and to perform, on behalf of the owner, all acts required to enable the jurisdiction to process and review such an application. I will comply with all provisions of the law and ordinance governing this type of application.

☒ I certify that the information furnished by me as part of this application is true and correct to the best of my knowledge.

I am the: ☐ Property Owner ☒ Authorized Agent ☐ Petitioner (Vacations Only)

Applicant Signature: Kyle Prewett _____ Date: 11/11/25

Printed Name: Kyle Prewett _____

City of Caldwell

Community Development Department – Planning & Zoning Division

MASTER LAND USE APPLICATION

Online Application Submittal Instructions

The City of Caldwell Planning and Zoning Department utilizes an online application portal for submission of all applications, documents, plans, and payment of fees.

Step 1:

- Log in or create an account in Citizenserve (Citizenserve Users Guide)
- Select your permit and/or application type and enter in all required information.

Step 2

- Pay fees online via Citizenserve. You will receive an email from Citizenserve directing you to make a payment once staff have reviewed your application.

Drawing Submittal Instructions:

1. All plan sheets must be uploaded in PDF format only (no CAD, JPEG, TIFF, PNG, etc.)
2. All plan sheets must be to scale.
3. All plan sheets must be uploaded to Citizenserve.
4. All applications, checklists, calculations, reports, drawings, plans, and other supporting documents must be uploaded as single-sided pdf's and must be legible and in a high-definition format.
5. All documents and plans must follow the "Naming Schematic" as listed on the attached document.

City of Caldwell
Planning & Zoning Department
621 Cleveland Blvd., Caldwell, ID 83605 | PZ@cityofcaldwell.org | 208-455-3021

FINAL PLAT CHECKLIST

Upon receipt of this application, staff will review the project to confirm that all pre-requisite application type(s) have been submitted, reviewed, and approved. The following items must be submitted for the application to be considered complete.

- *Final plat applications may be submitted concurrently with the submission of civil construction drawings.*
- *Final plat applications are submitted to the Planning and Zoning Department.*
- *Civil construction drawings are submitted to the Engineering Department.*

1. FORMAT AND GENERAL INFORMATION REQUIRED

Applicant	Description	Staff
☑	Caldwell Master Development Application	☐
☑	If the signatory on this application is not the owner of the property, an original notarized statement (affidavit of legal interest) from the owner stating the applicant is authorized to submit this application is required.	☐
☑	Associated Fee(s): as listed on the Development Review Fee Schedule	☐
☑	A completed copy of this checklist (check each box)	☐
☑	Provide a copy of a current title report, or warranty deed for the subject property	☐
☑	Provide a project narrative addressing any conditions of approval or changes from the approved preliminary plat.	☐
☑	One (1) full size copy of the approved preliminary plat (pdf format).	☐
☐ incl. ☑ n/a	One (1) full size copy of an amended preliminary plat in pdf format (if changes from the approved preliminary plat are being proposed)	☐
☑	One (1) full size copy of the final plat (pdf format)	☐
☑	One (1) georeferenced ArcMap-compatible file, such as a zipped shapefile, of the final plat shall be submitted with construction drawings to the engineering department.	☐
☑	The final plat drawing(s) shall be submitted in digital form using .dwg drawing file format and shall be spatially referenced to the Idaho state plane coordinate system - west zone, North American datum (NAD) 83.	☐
☑	One (1) copy of the final plat shall be a reproducible Mylar copy, suitable for blue line reproduction, and shall be submitted to the engineering department.	☐

☑	Provide a copy of the Order of Decision for the preliminary plat	☐
☐ incl. ☑ n/a	Provide a copy of the Development Agreement (if applicable)	☐
☑	General formatting: The final plat shall be drawn to an accurate scale having not more than one hundred feet to an inch (100' = 1") and shall be in a high-resolution format that is clear and legible. All final plats to be offered for recording shall be in accordance with Idaho Code title 50, chapter 13, and city code.	☐
☑	All final plat sheets shall be 24" x 36" with an appropriate, readable scale.	☐
	☐ Orient plat so that north is to the top or left-hand side of sheet.	☐
	☐ Provide north arrow, graphic scale, and written scale.	☐
	☐ Provide a vicinity map in the same orientation of plat showing subject property.	☐

2. FINAL PLAT REQUIRED CONTENT

Applicant	Description	Staff
☑	Designate a title block in the lower, right-hand corner of the plat document. The title block shall contain the name of the subdivision and its location by number, section, township, range and county, date of preparation, and plat type.	☐
☑	Surveyor Information: Plat shall contain the name, address and official seal of the professional land surveyor preparing and stamping the plat.	☐
☑	Include the number of lots for each residential, commercial, and/or industrial type land use; the number of common open space lots; acreage; and the number of dwelling units for each type.	☐
☑	Plat shall include a statement in accordance with Idaho Code section 50-1334 as to the water system being utilized.	☐
☑	For multiple page plats, indicate the sheet number for each page of the plat as: Sheet [#] of [Total #].	☐
☑	Boundaries of the tract to be subdivided fully balanced and closed, showing all bearings and distances, determined by an accurate survey in the field. All dimensions shall be expressed in feet and decimals thereof.	☐
☑	Any excepted parcel(s) within the plat boundaries shall show all bearings and distances, determined by an accurate survey in the field. All dimensions shall be expressed in feet and decimals thereof.	☐
☑	Location and description of cardinal points to which all dimensions, angles, bearings, and similar data on the plat shall be referenced.	☐
☑	Reference by dimension and bearing to a combination of two (2) section corners, quarter section corners, or recorded monuments.	☐
☑	Provide a legend for all abbreviations, graphic symbols, and line types used.	☐

Applicant	Description	Staff
☑	Name, right of way lines, courses; lengths and widths of all public streets, pathways, and utility easements; all linear curves for street centerlines and property lines shall include the following information: (A) Radii. (B) Central angle. (C) Arc length. (D) Points of tangency. (E) Long chord, length and bearing.	☐
☑	All proposed easements for access provided for public services, utilities, or public pathways, and any limitations of the easements, as well as dimensions, bearings, widths, and use indicated. Any existing recorded easements on the subject property shall also be shown with use, width, dimensions, bearings and applicable instrument numbers.	☐
☑	All lots shall be numbered by consecutive numbers throughout the plat. "Exceptions" or areas not designated as a lot shall be so designated, lettered or named and clearly dimensioned. Both square footage and acreage of every lot within the subdivision shall be noted.	☐
☑	Location, dimensions, bearings, radii, arcs and central angles of all sites to be dedicated to the public shall be clearly indicated and the intended use specified.	☐
☑	Certification and signature by the professional land surveyor preparing said plat certifying to the accuracy of the survey and plat and that the monuments described in it have been located as described.	☐
☑	Certification, acknowledgment, and signature by the owner including dedication of all streets, rights of way and any sites for public use, and granting of any existing or proposed easements, including acknowledgment of such.	☐
☑	Certification and signature of the county surveyor verifying that the accuracy of the plat complies with the requirements of Idaho Code.	☐
☑	Signature block for city engineer verifying that final plat complies with Idaho Code, title 50 and with city code.	☐
☑	Signature block for city clerk verifying council approval of said final plat.	☐
☑	Certification and signature of the health department verifying approval of sewer and water facilities as required by Idaho Code, title 50, chapter 13.	☐
☑	Certification of county treasurer as required by Idaho Code, title 50, chapter 13.	☐

3. SITE DATA

Applicant	Description	Staff
☑	Complete the data table below.	☐

Total Acreage of Site:	22.78	Total Acreage of Any Out-Parcels:	
Residential / Multi-Family Information:			
Total # of Lots:	44	Total # of Dwelling Units:	37
# of Residential Lots	37	# of Single-Family (detached or townhomes):	0
# of Common Lots	7	# of Duplex Dwelling Units:	0
Total Acreage of Common Lots:	5.04	# of Triplex Dwelling Units:	0
Minimum Lot Size:	7,800 SF	# of 4-, 5-, or Six Family Dwelling Units:	0
Maximum Lot Size:	15,900 SF	# of Multi-Family Dwelling Units:	0
Average Lot Size:	9,807 SF	Dwelling Units per Gross Acre:	1.62
Minimum Street Frontage:	50'	Minimum Lot Width:	65'
Commercial / Industrial Information:			
# of Commercial Lots:		Total Gross Square Feet of Commercial Buildings:	
# of Industrial Lots:		Total Gross Square Feet of Industrial Buildings:	

APPLICANT ACKNOWLEDGMENT

By signing below, I acknowledge:

☑ All items on the checklist are included in the submittal package.

☑ All documents are single sided and high-resolution.

☑ All submittal information included within the checklist and the application are, to the best of my knowledge, complete and accurate.

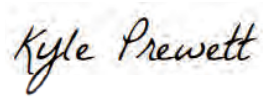
☑ I am aware that my civil construction drawings WILL NOT be approved until all outstanding items have been addressed and the final plat has been heard by City Council.

Kyle Prewett

Printed Name

11/11/2025

Date



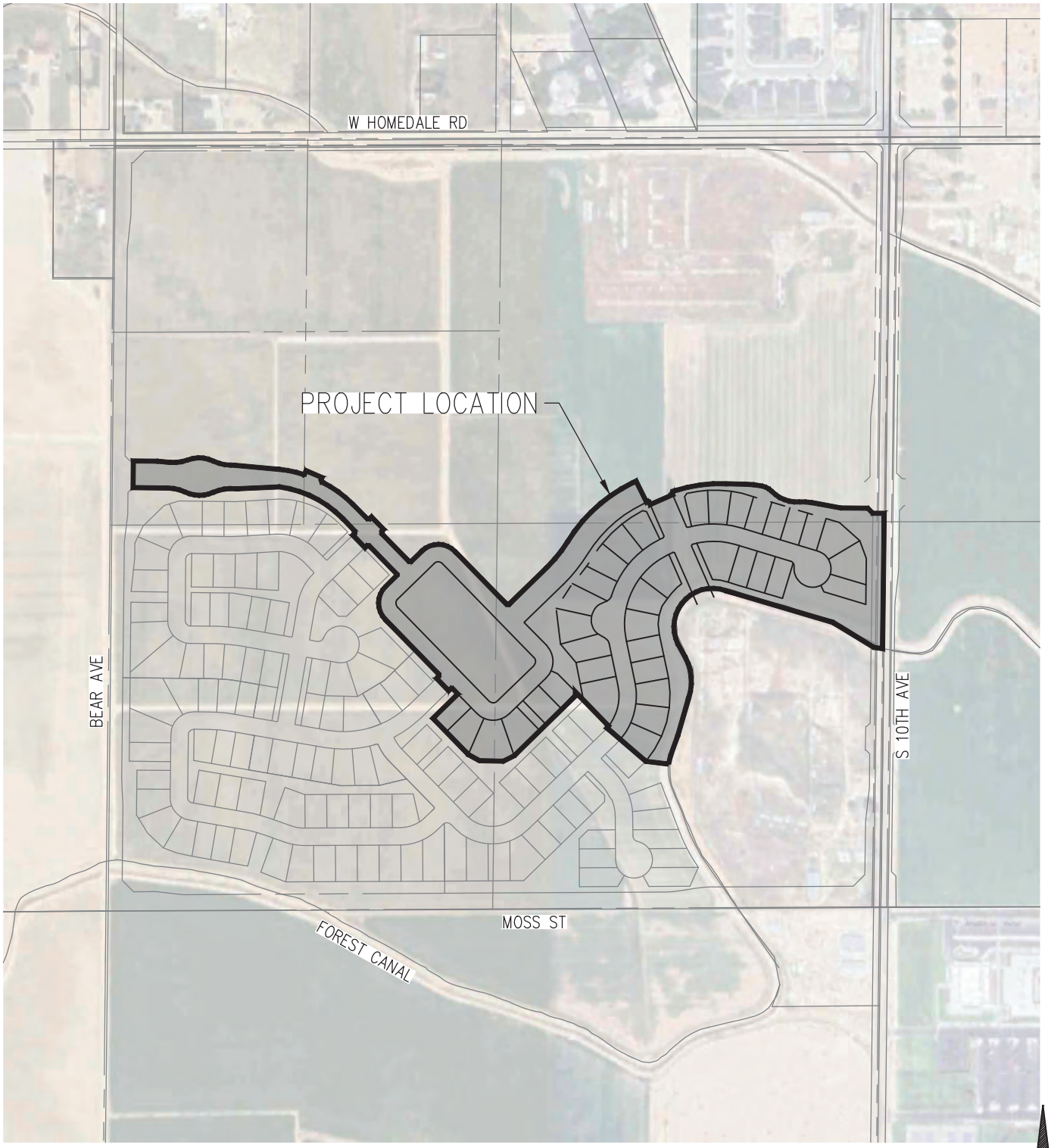
Signature

The applicant is the:

☐ Property Owner

☑ Property Owner's Agent/Representative

REGENCY AT VERBENA RANCH
SUBDIVISION NO. 1
Caldwell, Idaho



VICINITY MAP
SCALE: 1" = 500'

ESE CONSULTANTS
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
ESE Consultants, Inc.
3103 W. Sheryl Drive • Suite 100 • Meridian, ID 83642
T: 208-424-0020

Toll Brothers
AMERICA'S LUXURY HOME BUILDER®

Legal Description
Regency at Verbena Ranch Subdivision No. 1

A parcel being a portion of the NE1/4 of Section 9, Township 3 North, Range 3 West, Boise Meridian, City of Caldwell, Canyon County, Idaho, and more particularly described as follows:

Commencing at a 1/2" rebar with cap #6552 marking the southwest corner of said NE1/4, from which a 5/8" rebar with no cap marking the northwest corner of said NE1/4 bears N 0°36'39" E a distance of 2652.22 feet;

Thence N 0°36'39" E along the westerly boundary of said NE1/4 a distance of 1437.09 feet to the **POINT OF BEGINNING**;

Thence continuing along said westerly boundary N 0°36'39" E a distance of 129.63 feet to a point;

Thence leaving said westerly boundary S 89°23'21" E a distance of 54.50 feet to a point;

Thence S 44°23'21" E a distance of 26.56 feet to a point;

Thence S 89°23'21" E a distance of 87.80 feet to a point;

Thence S 84°39'14" E a distance of 41.94 feet to the beginning of a tangential curve;

Thence a distance of 61.80 feet along the arc of a 136.50 foot radius curve left, said curve having a central angle of 25°56'30" and a long chord bearing N 82°22'31" E a distance of 61.28 feet to a point of reverse curvature;

Thence a distance of 92.15 feet along the arc of a 113.50 foot radius curve right, said curve having a central angle of 46°31'03" and a long chord bearing S 87°20'12" E a distance of 89.64 feet to a point of reverse curvature;

Thence a distance of 60.30 feet along the arc of a 136.50 foot radius curve left, said curve having a central angle of 25°18'41" and a long chord bearing S 76°44'01" E a distance of 59.81 feet to a point of tangency;

Thence S 89°23'21" E a distance of 15.98 feet to the beginning of a tangential curve;

Thence a distance of 8.56 feet along the arc of a 100.50 foot radius tangent curve right, said curve having a central angle of 4°52'41" and a long chord bearing S 86°57'01" E a distance of 8.55 feet to a point of tangency;

Thence S 84°30'40" E a distance of 146.23 feet to the beginning of a tangential curve;

Thence a distance of 84.32 feet along the arc of a 430.00 foot radius curve right, said curve having a central angle of 11°14'05" and a long chord bearing S 77°50'41" E a distance of 84.18 feet to a point;

Thence N 67°00'38" E a distance of 2.52 feet to the beginning of a non-tangential curve;

Thence a distance of 13.36 feet along the arc of a 330.00 foot radius curve right, said curve having a central angle of 2°19'09" and a long chord bearing N 22°39'53" E a distance of 13.36 feet to a point;

Thence S 66°41'40" E a distance of 60.00 feet to the beginning of a non-tangential curve;

Thence a distance of 8.68 feet along the arc of a 270.00 foot radius non-tangent curve left, said curve having a central angle of 1°50'29" and a long chord bearing S 23°01'00" W a distance of 8.68 feet to a point;

Thence S 20°20'50" E a distance of 7.21 feet to the beginning of a non-tangential curve;

Thence a distance of 143.03 feet along the arc of a 430.00 foot radius non-tangent curve right, said curve having a central angle of 19°03'28" and a long chord bearing S 53°48'42" E a distance of 142.37 feet to a point;

Thence S 44°16'58" E a distance of 59.77 feet to a point;

Thence S 88°37'18" E a distance of 7.84 feet to a point;

Thence N 45°43'02" E a distance of 9.52 feet to a point;

Thence S 44°16'58" E a distance of 60.00 feet to a point;

Thence S 45°43'02" W a distance of 9.81 feet to a point;

Thence S 0°05'35" W a distance of 7.43 feet to a point;

Thence S 44°16'58" E a distance of 134.56 feet to a point;

Thence S 89°16'58" E a distance of 7.26 feet to a point;

Thence N 45°43'02" E a distance of 52.36 feet to the beginning of a tangential curve;

Thence a distance of 125.66 feet along the arc of a 80.00 foot radius curve right, said curve having a central angle of 90°00'00" and a long chord bearing S 89°16'58" E a distance of 113.14 feet to a point of tangency;

Thence S 44°15'58" E a distance of 255.34 feet to a point;

Thence S 89°16'58" E a distance of 7.26 feet to a point;

Thence N 45°43'02" E a distance of 184.25 feet to the beginning of a tangential curve;

Thence a distance of 112.80 feet along the arc of a 459.50 foot radius curve left, said curve having a central angle of 14°03'56" and a long chord bearing N 38°41'04" E a distance of 112.52 feet to a point of reverse curvature;

Thence a distance of 305.20 feet along the arc of a 540.50 foot radius curve right, said curve having a central angle of 32°21'11" and a long chord bearing N 47°49'41" E a distance of 301.17 feet to a point;

Thence N 64°00'17" E a distance of 13.87 feet to a point;

Thence S 25°59'43" E a distance of 81.00 feet to a point;

Thence N 64°00'17" E a distance of 6.95 feet to a point;

Thence S 62°42'19" E a distance of 2.49 feet to a point;

Thence S 23°32'25" E a distance of 10.71 feet to a point;

Thence N 66°27'35" E a distance of 84.00 feet to a point;

Thence N 23°32'25" W a distance of 5.32 feet to a point;

Thence N 20°05'21" E a distance of 7.35 feet to the beginning of a non-tangential curve;

Thence a distance of 186.96 feet along the arc of a 559.50 foot radius non-tangent curve right, said curve having a central angle of 19°08'43" and a long chord bearing N 81°53'48" E a distance of 186.09 feet to a point of tangency;

Thence S 88°31'50" E a distance of 64.92 feet to a the beginning of a tangential curve;

Thence a distance of 58.78 feet along the arc of a 359.50 foot radius curve right, said curve having a central angle of 9°22'02" and a long chord bearing S 83°50'49" E a distance of 58.71 feet to a point of compound curvature;

Thence a distance of 39.10 feet along the arc of a 61.50 foot radius non-tangent curve right, said curve having a central angle of 36°25'33" and a long chord bearing S 60°57'01" E a distance of 38.44 feet to a point of reverse curvature;

Thence a distance of 105.14 feet along the arc of a 113.50 foot radius curve left, said curve having a central angle of 53°04'31" and a long chord bearing S 69°16'31" E a distance of 101.42 feet to a point of reverse curvature;

Thence a distance of 42.62 feet along the arc of a 136.50 foot radius curve right, said curve having a central angle of 17°53'30" and a long chord bearing S 86°52'01" E a distance of 42.45 feet to the beginning of a tangential curve;

Thence a distance of 25.34 feet along the arc of a 315.50 foot radius curve right, said curve having a central angle of 4°36'06" and a long chord bearing S 80°13'19" E a distance of 25.33 feet to a point;

Thence S 79°18'22" E a distance of 76.15 feet to a point;

Thence S 89°17'01" E a distance of 93.27 feet to a point;

Thence S 44°17'03" E a distance of 23.93 feet to a point;

Thence S 89°17'16" E a distance of 39.84 feet to a point on the easterly boundary of said NE1/4;

Thence along said easterly boundary S 0°43'04" W a distance of 465.29 feet to a point on the centerline of the Forest Canal;

Thence along said centerline the following described courses:

N 81°58'42" W a distance of 30.11 feet to a point;

Thence N 58°31'08" W a distance of 164.71 feet to a point;

Thence N 73°32'18" W a distance of 384.64 feet to the beginning of a tangential curve;

Thence a distance of 316.06 feet along the arc of a 132.80 foot radius curve left, said curve having a central angle of 136°21'51" and a long chord bearing S 41°46'41" W a distance of 246.57 feet to a point of tangency;

Thence S 28°35'30" E a distance of 49.88 feet to the beginning of a tangential curve;

Thence a distance of 145.83 feet along the arc of a 176.09 foot radius curve right, said curve having a central angle of 47°26'59" and a long chord bearing S 5°03'43" E a distance of 141.70 feet to a point of tangency;

Thence S 16°14'15" W a distance of 136.10 feet to a point;

Thence S 19°49'32" W a distance of 71.01 feet to the beginning of a tangential curve;

Thence a distance of 30.97 feet along the arc of a 144.02 foot radius curve left, said curve having a central angle of 12°19'21" and a long chord bearing S 13°47'43" W a distance of 30.91 feet to a point;

Thence leaving said centerline N 82°46'56" W a distance of 78.68 feet to a point;

Thence N 49°19'36" W a distance of 176.05 feet to the beginning of a non-tangential curve;

Thence a distance of 8.79 feet along the arc of a 170.00 foot radius non-tangent curve left, said curve having a central angle of 2°57'48" and a long chord bearing N 39°11'30" E a distance of 8.79 feet to a point;

Thence N 44°16'58" W a distance of 163.34 feet to a point;

Thence S 0°43'02" W a distance of 14.14 feet to a point;

Thence S 45°43'02" W a distance of 293.83 feet to a point;

Thence S 63°12'17" W a distance of 42.30 feet to a point;

Thence N 88°34'30" W a distance of 82.22 feet to a point;

Thence N 61°16'30" W a distance of 43.61 feet to a point;

Thence N 44°16'58" W a distance of 173.91 feet to a point;

Thence N 45°43'02" E a distance of 120.00 feet to a point;

Thence N 44°16'58" W a distance of 27.46 feet to a point;

Thence N 89°16'58" W a distance of 3.59 feet to a point;

Thence S 45°43'02" W a distance of 12.46 feet to a point;

Thence N 44°16'58" W a distance of 60.00 feet to a point;

Thence N 45°43'02" E a distance of 10.84 feet to a point;

Thence N 0°43'02" E a distance of 5.88 feet to a point;

Thence N 44°16'58" W a distance of 264.17 feet to the beginning of a tangential curve;

Thence a distance of 125.66 feet along the arc of a 80.00 foot radius curve right, said curve having a central angle of 90°00'00" and a long chord bearing N 0°43'02" E a distance of 113.14 feet to a point of tangency;

Thence N 45°43'02" E a distance of 55.95 feet to a point;

Thence N 0°43'02" E a distance of 2.19 feet to a point;

Thence N 44°16'58" W a distance of 138.24 feet to a point;

Thence N 88°29'01" W a distance of 7.27 feet to a point;

Thence S 45°43'02" W a distance of 9.93 feet to a point;

Thence N 44°16'58" W a distance of 60.00 feet to a point;

Thence N 45°43'02" E a distance of 9.93 feet to a point;

Thence N 0°05'03" W a distance of 7.27 feet to a point;

Thence N 44°16'58" W a distance of 60.17 feet to the beginning of a tangential curve;

Thence a distance of 246.95 feet along the arc of a 370.00 foot radius curve left, said curve having a central angle of 38°14'28" and a long chord bearing N 63°24'12" W a distance of 242.39 feet to a point;

Thence S 87°37'00" W a distance of 150.23 feet to a point;

Thence N 89°23'21" W a distance of 20.03 feet to the beginning of a tangential curve;

Thence a distance of 60.30 feet along the arc of a 136.50 foot radius curve left, said curve having a central angle of 25°18'41" and a long chord bearing S 77°57'18" W a distance of 59.81 feet to a point of reverse curvature;

Thence a distance of 100.28 feet along the arc of a 113.50 foot radius curve right, said curve having a central angle of 50°37'23" and a long chord bearing N 89°23'21" W a distance of 97.05 feet to a point of reverse curvature;

Thence a distance of 60.30 feet along the arc of a 136.50 foot radius curve left, said curve having a central angle of 25°18'41" and a long chord bearing N 76°44'01" W a distance of 59.81 feet to a point of tangency;

Thence N 89°23'21" W a distance of 112.97 feet to a point;

Thence S 45°36'39" W a distance of 26.66 feet to a point;

Thence N 89°23'21" W a distance of 65.85 feet to the **POINT OF BEGINNING;**

This parcel contains 22.78 acres, more or less.

Clinton W. Hansen, PLS
Land Solutions, PC
August 12, 2025



Toll Brothers®
LAND DEVELOPMENT

PAVING THE WAY FOR AMERICA'S LUXURY HOMEBUILDER

November 11, 2025

City of Caldwell Planning and Zoning Department
205 S. 6th Ave.
Caldwell, Idaho 83605

RE: Regency at Verbena Ranch Subdivision No. 1 – Final Plat

Dear Planning and Zoning Staff,

Attached for your review and approval is the final plat for Regency at Verbena Ranch Subdivision No. 1. The final plat comprises 37 single-family residential lots and 7 common lots, covering a total of 22.78 acres. The site is located southwest of the Homedale Rd and S 10th Ave intersection (Parcel R3267801200). Zoning for the property is designated as R-1 (Low Density Residential).

Regency at Verbena Ranch Subdivision No. 1 features a minimum lot size of 7,800 SF, a maximum of 15,900 SF, and an average of 9,807 SF. Usable open space includes the main amenity for the preliminary plat area, which features the following amenities: bocce ball courts, pickleball courts, clubhouse, outdoor fireplace, outdoor pool, lap pool, and green space. Other usable open spaces separate from the main amenity area include green space and walking paths. The usable open space percentage for this phase is 22%.

Caldwell City Council approved the Planned Unit Development (PUD) and Preliminary Plat for Regency at Verbena Ranch Subdivision on May 5th, 2025. The final plat is in conformance with all conditions of approval and requirements of the order of decision for the PUD and Preliminary Plat. The PUD allows for deviations from required dimensional standards typical of the R-1 zoning designation. The dimensional standards as established by the PUD, specifically for Regency at Verbena Ranch, are as follows:

- Max Height: 30'
- Rear Setback: 15'
- Interior Side Setback: 5'
- Minimum Interior Lot Size: 7,000 SF
- Minimum Corner Lot Size: 7,000 SF

The Development Agreement does not allow for any further deviations from established zoning district regulations and standards for Regency at Verbena Ranch. This plat is in conformance with all other conditions and requirements of the PUD and preliminary plat.

Thank you for your time and consideration of this final plat application. If you have any questions or need further information, please don't hesitate to reach out to me at 208-576-3625 or by email at kprewett@tollbrothers.com.

3103 W Sheryl Drive, Suite 100, Meridian ID 83642
Phone: (208) 424-0020 Fax: (208) 424-0030

Toll Brothers®
LAND DEVELOPMENT

PAVING THE WAY FOR AMERICA'S LUXURY HOMEBUILDER

Sincerely,

Kyle Prewett
Land Entitlement Manager
Toll Brothers

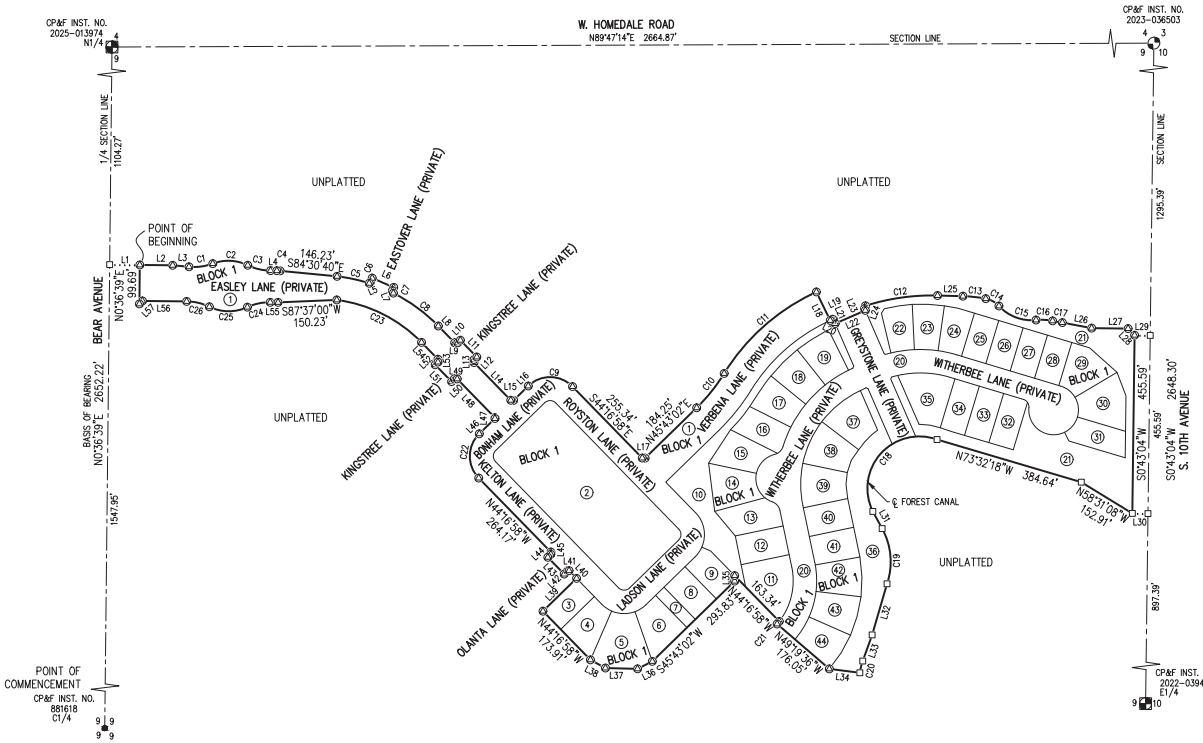
3103 W Sheryl Drive, Suite 100, Meridian ID 83642
Phone: (208) 424-0020 Fax: (208) 424-0030

REGENCY AT VERBENA RANCH SUBDIVISION NO. 1

A PARCEL LOCATED IN THE NE1/4 OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CITY OF CALDWELL, CANYON COUNTY, IDAHO
2026

BOOK ____ , PAGE _____

0' 100' 200' 400'
SCALE: 1" = 200'



LEGEND

- FOUND ALUMINUM CAP MONUMENT
- FOUND BRASS CAP MONUMENT
- FOUND 5/8" REBAR AS NOTED
- SET 1/2" REBAR WITH PLS 11118 PLASTIC CAP
- SET 5/8" REBAR WITH PLS 11118 PLASTIC CAP
- CALCULATED POINT
- SECTION LINE
- CENTER LINE
- PUBLIC UTILITY, PRESSURE IRRIGATION & LOT DRAINAGE EASEMENT LINE - SEE NOTE 1
- EASEMENT LINE AS NOTED
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- ADJACENT PROPERTY LINE
- (18) LOT NUMBER
- RM REFERENCE MONUMENT

NOTES

1. EACH LOT IS HEREBY DESIGNATED AS HAVING A PERMANENT EASEMENT FOR PUBLIC UTILITIES, IRRIGATION AND LOT DRAINAGE OVER THE TEN (10) FEET ADJACENT TO ANY PRIVATE STREET AND OVER THE TEN (10) FEET ADJACENT TO ALL REAR LOT LINES. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD-SURFACED DRIVEWAYS AND WALKWAYS TO EACH LOT.
2. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RESUBDIVISON.
3. THE LANDS INCLUDED IN THIS PLAT ARE LOCATED IN THE WILDER IRRIGATION DISTRICT SERVICE AREA (208-459-3421). IRRIGATION WATER WILL BE PROVIDED TO ALL LOTS THROUGH A PRESSURE IRRIGATION DELIVERY SYSTEM WHICH HAS BEEN APPROVED PURSUANT TO SECTION 31-3805(4), IDAHO CODE. THE PURCHASER OF EACH LOT SHALL REMAIN SUBJECT TO ALL ASSESSMENTS LEVIED BY THE WILDER IRRIGATION DISTRICT. ALL UNPAID IRRIGATION ENTITY ASSESSMENTS ARE A LIEN ON THE LAND. MAINTENANCE OF ANY IRRIGATION OR DRAINAGE PIPE OR DITCH CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE DISTRICT.
4. BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE APPLICABLE ZONING REGULATIONS OF THE CITY OF CALDWELL OR AS MODIFIED UNDER THE VERBENA RANCH PLANNED UNIT DEVELOPMENT (PUD24-000004).
5. ALL LOT, PARCEL AND TRACT SIZES SHALL MEET DIMENSIONAL STANDARDS ESTABLISHED IN THE APPLICABLE ZONING ORDINANCE OR AS SPECIFICALLY APPROVED UNDER PUD24-000004.
6. THE AVAILABILITY OF BUILDING PERMITS FOR THIS DEVELOPMENT MAY BE LIMITED PURSUANT TO CALDWELL CITY CODE SECTION 11-04-07(1)(1) WHICH LIMITS THE NUMBER OF BUILDING PERMITS THAT MAY BE ISSUED PRIOR TO FINAL COMPLETION OF THE DEVELOPMENT. APPLICANT SHALL DISCLOSE TO LOT PURCHASERS WHETHER THE ISSUANCE OF BUILDING PERMITS IS IN FACT RESTRICTED BY CALDWELL CITY CODE SECTION 11-04-07(1)(1) AND LOT PURCHASERS ARE ENCOURAGED TO CONTACT CALDWELL CITY BUILDING DEPARTMENT PRIOR TO CLOSING.
7. THIS DEVELOPMENT RECOGNIZES SECTION 22-4503, IDAHO CODE, RIGHT-TO-FARM, WHICH STATES THAT NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NON-AGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF.
8. LOTS 2, 7, 10, 21 AND 36 OF BLOCK 1 ARE COMMON LOTS TO BE OWNED AND MAINTAINED BY THE VERBENA RANCH SUBDIVISION HOMEOWNERS ASSOCIATION OR ITS ASSIGNS. SAID LOTS ARE SUBJECT TO EASEMENTS AS SHOWN FOR PUBLIC UTILITIES, STORM DRAINAGE, IRRIGATION, PUBLIC PEDESTRIAN ACCESS, LANDSCAPE AND MAINTENANCE.
9. NO LOT SHALL HAVE DIRECT ACCESS TO/FROM GREYSTONE LANE, VERBENA LANE, S. 10TH AVENUE, AND EASLEY LANE.
10. LOTS 1 AND 20 IN BLOCK 1 SHALL BE OWNED BY THE VERBENA RANCH HOMEOWNERS ASSOCIATION, INC., AND CONTAIN PRIVATE ROADS FOR THE SUBDIVISION. THE PRIVATE ROADS SHALL BE OWNED AND MAINTAINED BY THE VERBENA RANCH HOMEOWNERS ASSOCIATION AS OUTLINED IN THE CC&R DOCUMENTS TO BE RECORDED. THE PRIVATE ROADS ARE HEREBY DESIGNATED AS HAVING A BLANKET PERMANENT EASEMENT FOR SEWER, WATER, AND PUBLIC UTILITIES.

SURVEYOR'S NARRATIVE

THE BOUNDARY FOR THIS SUBDIVISION WAS DEVELOPED FROM SURVEYED TIES TO CONTROLLING SECTION CORNER MONUMENTATION, INFORMATION FROM RECORD OF SURVEY NUMBERS 91017443, 2008027652, 2023-030250, AND CURRENT DEEDS OF RECORD. THE SURVEYED MONUMENTATION AND CONTROLLING BOUNDARIES FIT THE RECORDS WELL AND WERE ACCEPTED TO ESTABLISH THE BOUNDARY FOR THIS SUBDIVISION SHOWN HEREON.

City of Caldwell

CLINTON W. HANSEN
PLS 11118

PROFESSIONAL LAND SURVEYOR REGISTERED 11118 STATE OF IDAHO CLINTON W. HANSEN
02/02/24

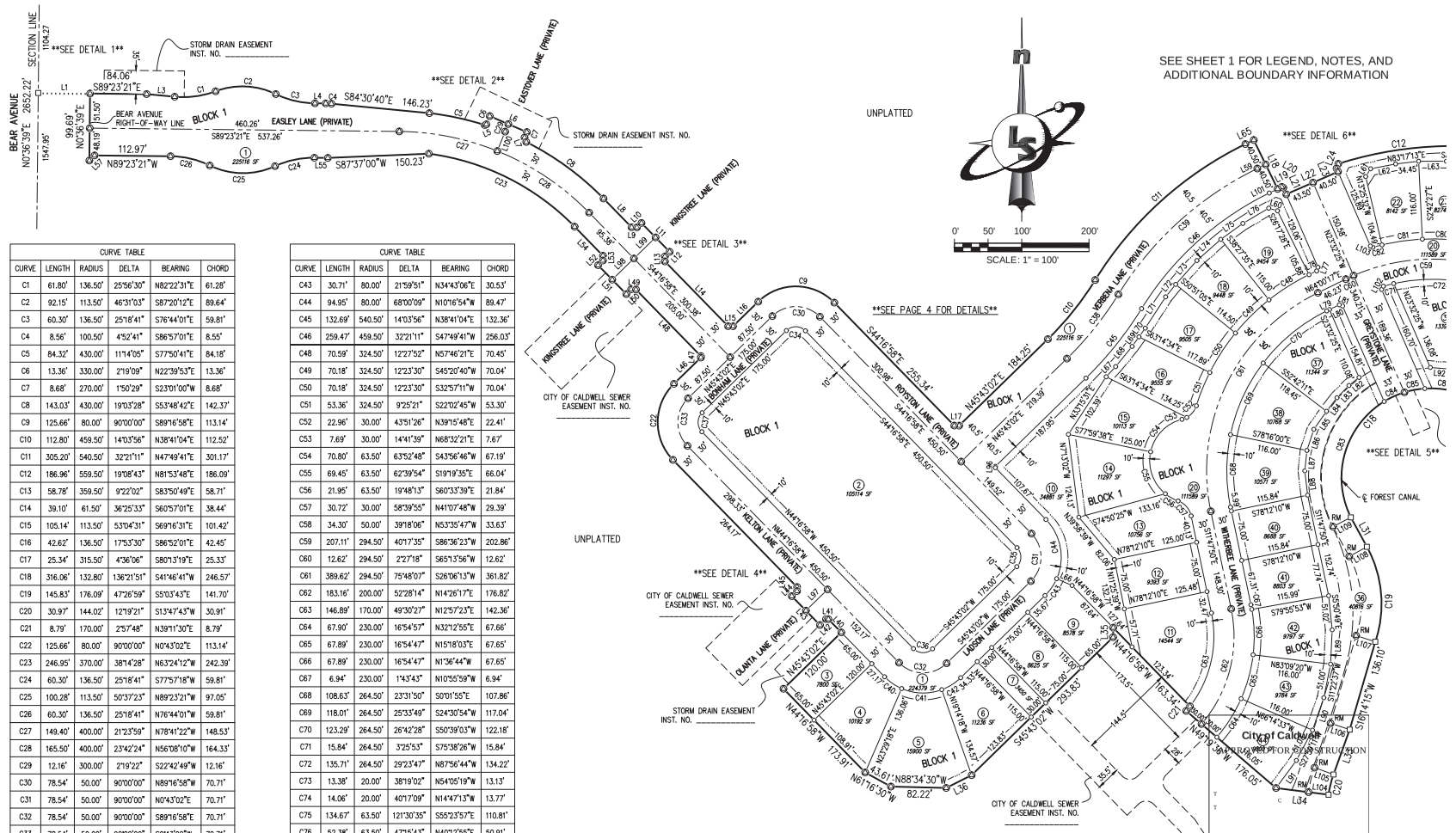
LandSolutions
Land Surveying and Consulting
231 E. 5TH ST.
MERIDIAN, ID 83642
(208) 288-2040 fax (208) 288-2557
www.landsolutions.biz

JOB NO. 25-44 DRAWN BY: JEB / CHECKED BY: CWH

SHEET 1 OF 6

REGENCY AT VERBENA RANCH SUBDIVISION NO. 1

BOOK ____ , PAGE _____



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	61.80'	136.50'	25°56'30"	N82°22'31"E	61.28'
C2	92.15'	113.50'	46°31'03"	S87°20'12"E	89.64'
C3	60.30'	136.50'	25°18'41"	S76°44'01"E	59.81'
C4	8.56'	100.50'	4°52'41"	S86°57'01"E	8.55'
C5	84.32'	430.00'	11°14'05"	S77°50'41"E	84.18'
C6	13.36'	330.00'	2°19'09"	N22°39'53"E	13.36'
C7	8.68'	270.00'	1°50'29"	S23°01'00"W	8.68'
C8	143.03'	430.00'	19°03'28"	S53°48'42"E	142.37'
C9	125.66'	80.00'	90°00'00"	S89°16'58"E	113.14'
C10	112.80'	459.50'	14°03'56"	N38°41'04"E	112.52'
C11	305.20'	540.50'	32°21'11"	N47°49'41"E	301.17'
C12	186.96'	559.50'	19°08'43"	N81°53'48"E	186.09'
C13	58.78'	359.50'	9°22'02"	S83°50'49"E	58.71'
C14	39.10'	61.50'	36°25'33"	S60°57'01"E	38.44'
C15	105.14'	113.50'	53°04'31"	S69°16'31"E	101.42'
C16	42.62'	136.50'	17°53'30"	S86°52'01"E	42.45'
C17	25.34'	315.50'	4°36'06"	S80°13'19"E	25.33'
C18	316.06'	132.80'	136°21'51"	S41°46'41"W	246.57'
C19	145.83'	176.09'	47°26'59"	S5°03'43"E	141.70'
C20	30.97'	144.02'	12°19'21"	S13°47'43"W	30.91'
C21	8.79'	170.00'	2°57'48"	N39°11'30"E	8.79'
C22	125.66'	80.00'	90°00'00"	N0°43'02"E	113.14'
C23	246.95'	370.00'	38°14'28"	N63°24'12"W	242.39'
C24	60.30'	136.50'	25°18'41"	S77°57'18"W	59.81'
C25	100.28'	113.50'	50°37'23"	N89°23'21"W	97.05'
C26	60.30'	136.50'	25°18'41"	N76°44'01"W	59.81'
C27	149.40'	400.00'	21°23'59"	N78°41'22"W	148.53'
C28	165.50'	400.00'	23°42'24"	N56°08'10"W	164.33'
C29	12.16'	300.00'	2°19'22"	S22°42'49"W	12.16'
C30	78.54'	50.00'	90°00'00"	N89°16'58"W	70.71'
C31	78.54'	50.00'	90°00'00"	N0°43'02"E	70.71'
C32	78.54'	50.00'	90°00'00"	S89°16'58"E	70.71'
C33	78.54'	50.00'	90°00'00"	S0°43'02"W	70.71'
C34	31.42'	20.00'	90°00'00"	N89°16'58"W	28.28'
C35	31.42'	20.00'	90°00'00"	N0°43'02"E	28.28'
C36	31.42'	20.00'	90°00'00"	S89°16'58"E	28.28'
C37	31.42'	20.00'	90°00'00"	S0°43'02"W	28.28'
C38	122.75'	500.00'	14°03'56"	N38°41'04"E	122.44'
C39	282.33'	500.00'	32°21'11"	S47°49'41"W	278.60'
C40	31.04'	80.00'	22°13'44"	S55°23'50"E	30.84'
C41	61.12'	80.00'	43°46'23"	S88°23'54"E	59.64'
C42	33.51'	80.00'	23°59'53"	N57°42'58"E	33.26'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C43	30.71'	80.00'	21°59'51"	N34°43'06"E	30.53'
C44	94.95'	80.00'	68°00'09"	N10°16'54"W	89.47'
C45	132.69'	540.50'	14°03'56"	N38°41'04"E	132.36'
C46	259.47'	459.50'	32°21'11"	S47°49'41"W	256.03'
C48	70.59'	324.50'	12°27'52"	N57°46'21"E	70.45'
C49	70.18'	324.50'	12°23'30"	S45°20'40"W	70.04'
C50	70.18'	324.50'	12°23'30"	S32°57'11"W	70.04'
C51	53.36'	324.50'	9°25'21"	S22°02'45"W	53.30'
C52	22.96'	30.00'	43°51'26"	N39°15'48"E	22.41'
C53	7.69'	30.00'	14°41'39"	N68°32'21"E	7.67'
C54	70.80'	63.50'	63°52'48"	S43°56'46"W	67.19'
C55	69.45'	63.50'	62°39'54"	S19°19'35"E	66.04'
C56	21.95'	63.50'	19°48'13"	S60°33'39"E	21.84'
C57	30.72'	30.00'	58°39'55"	N41°07'48"W	29.39'
C58	34.30'	50.00'	39°18'06"	N53°35'47"W	33.63'
C59	207.11'	294.50'	40°17'35"	S86°36'23"W	202.86'
C60	12.62'	294.50'	2°27'18"	S65°13'56"W	12.62'
C61	389.62'	294.50'	75°48'07"	S26°06'13"W	361.82'
C62	183.16'	200.00'	52°28'14"	N14°26'17"E	176.82'
C63	146.89'	170.00'	49°30'27"	N12°57'23"E	142.36'
C64	67.90'	230.00'	16°54'57"	N32°12'55"E	67.66'
C65	67.89'	230.00'	16°54'47"	N15°18'03"E	67.65'
C66	67.89'	230.00'	16°54'47"	N1°36'44"W	67.65'
C67	6.94'	230.00'	1°43'43"	N10°55'59"W	6.94'
C68	108.63'	264.50'	23°31'50"	S0°01'55"E	107.86'
C69	118.01'	264.50'	25°33'49"	S24°30'54"W	117.04'
C70	123.29'	264.50'	26°42'28"	S50°39'03"W	122.18'
C71	15.84'	264.50'	3°25'53"	S75°38'26"W	15.84'
C72	135.71'	264.50'	29°23'47"	N87°56'44"W	134.22'
C73	13.38'	20.00'	38°19'02"	N54°05'19"W	13.13'
C74	14.06'	20.00'	40°17'09"	N14°47'13"W	13.77'
C75	134.67'	63.50'	121°30'35"	S55°23'57"E	110.81'
C76	52.38'	63.50'	47°15'43"	N40°12'55"E	50.91'
C77	52.38'	63.50'	47°15'43"	N7°02'48"W	50.91'
C78	47.18'	63.50'	42°34'11"	N51°57'45"W	46.10'
C79	49.51'	324.50'	8°44'31"	N77°37'06"W	49.46'
C80	60.70'	324.50'	10°43'06"	N87°20'54"W	60.62'
C81	60.70'	324.50'	10°43'06"	S81°56'00"W	60.62'
C82	13.93'	324.50'	2°27'35"	S75°20'40"W	13.93'
C83	196.81'	132.80'	84°54'53"	S16°03'12"W	179.29'
C84	33.09'	132.80'	14°16'35"	S65°38'55"W	33.00'
C85	30.86'	132.80'	13°18'47"	N79°26'37"E	30.79'
C86	55.30'	132.80'	23°51'36"	S81°58'12"E	54.90'

CLINTON W. HANSEN
PLS 11118

PROFESSIONAL LAND SURVEYOR REGISTERED STATE OF IDAHO CLINTON W. HANSEN
11118
10/12/20

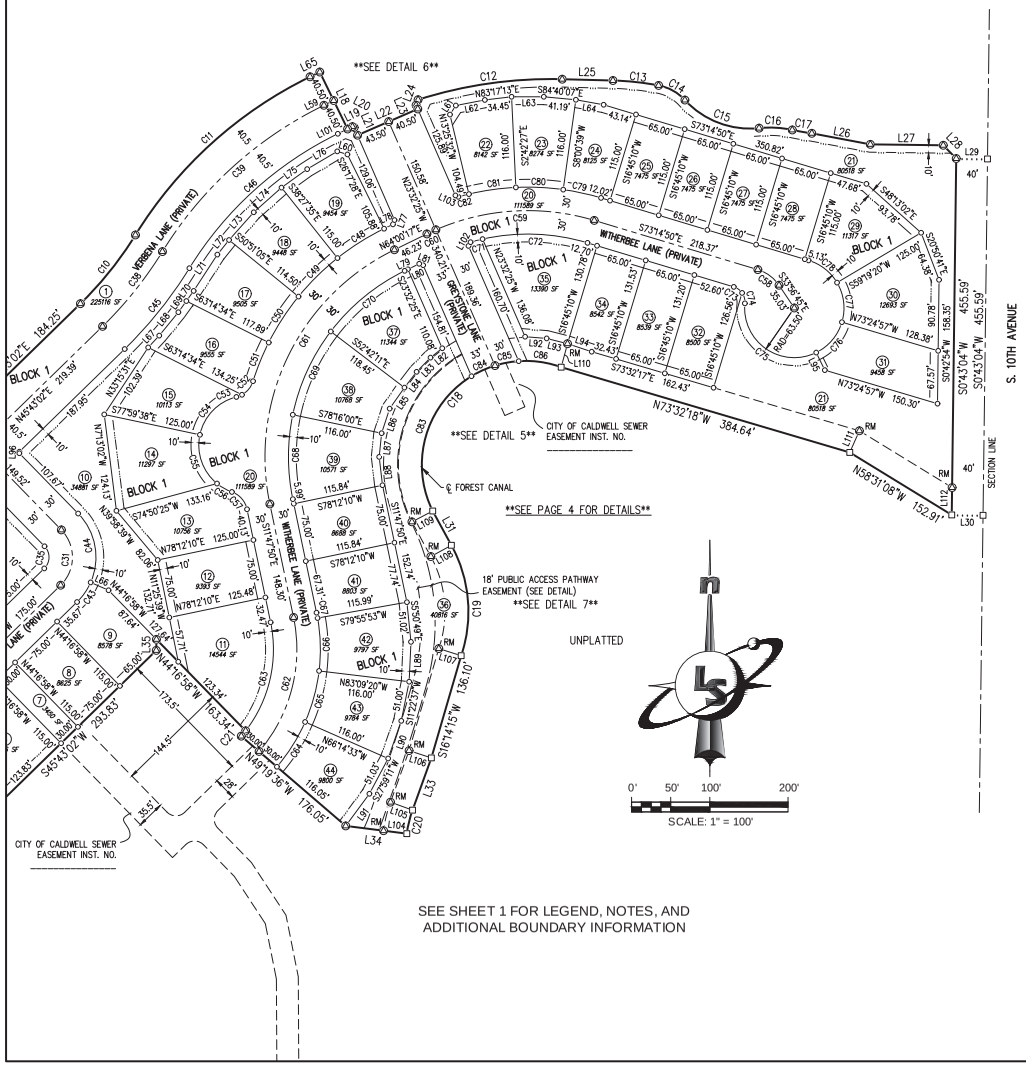
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JOB NO. 25-44

SHEET 2 OF 6

REGENCY AT VERBENA RANCH SUBDIVISION NO. 1

BOOK ____ , PAGE _____



LINE TABLE		
LINE	LENGTH	BEARING
L1	77.02'	S89°23'21"E
L2	84.06'	S89°23'21"E
L3	41.94'	S84°39'14"E
L4	15.98'	S89°23'21"E
L5	2.52'	N67°00'38"E
L6	60.00'	S66°41'40"E
L7	7.21'	S20°20'50"E
L8	59.77'	S44°16'58"E
L9	7.84'	S88°37'18"E
L10	9.52'	N45°43'02"E
L11	60.00'	S44°16'58"E
L12	9.81'	S45°43'02"W
L13	7.43'	S0°05'35"W
L14	134.56'	S44°16'58"E
L15	7.26'	S89°16'58"E
L16	52.36'	N45°43'02"E
L17	7.26'	S89°16'58"E
L18	81.00'	S25°59'43"E
L19	6.95'	N64°00'17"E
L20	2.49'	S62°42'19"E
L21	10.71'	S23°32'25"E
L22	84.00'	N66°27'35"E
L23	5.32'	N23°32'25"W
L24	7.35'	N20°05'21"E
L25	64.92'	S88°31'50"E
L26	76.15'	S79°18'22"E
L27	93.27'	S89°17'01"E
L28	23.71'	S44°17'03"E
L29	40.00'	S89°16'56"E
L30	40.00'	N89°16'56"W
L31	49.88'	S28°35'30"E
L32	136.10'	S16°14'15"W
L33	71.01'	S19°49'32"W
L34	78.68'	N82°46'56"W
L35	14.14'	S0°43'02"W
L36	42.30'	S63°12'17"W
L37	82.22'	N88°34'30"W
L38	43.61'	N61°16'30"W
L39	120.00'	N45°43'02"E

LINE TABLE		
LINE	LENGTH	BEARING
L40	27.46'	N44°16'58"W
L41	3.59'	N89°16'58"W
L42	12.46'	S45°43'02"W
L43	60.00'	N44°16'58"W
L44	10.84'	N45°43'02"E
L45	5.88'	N0°43'02"E
L46	55.95'	N45°43'02"E
L47	2.19'	N0°43'02"E
L48	138.24'	N44°16'58"W
L49	7.27'	N88°29'01"W
L50	9.93'	S45°43'02"W
L51	60.00'	N44°16'58"W
L52	9.93'	N45°43'02"E
L53	7.27'	N0°05'03"W
L54	60.17'	N44°16'58"W
L55	20.03'	N89°23'21"W
L56	112.97'	N89°23'21"W
L57	10.87'	S45°36'39"W
L59	13.87'	S64°00'17"W
L60	13.58'	S73°18'39"E
L61	13.82'	N32°51'54"E
L62	37.76'	N79°09'20"E
L63	41.19'	N89°58'20"E
L64	36.06'	S79°48'13"E
L65	13.87'	N64°00'17"E
L66	25.00'	N66°16'49"W
L67	20.73'	N42°56'04"E
L68	38.66'	N39°15'25"E
L69	17.55'	N35°36'07"E
L70	15.93'	N35°49'59"E
L71	55.48'	N33°05'42"E
L72	23.85'	N38°47'38"E
L73	47.48'	N41°38'39"E
L74	47.50'	N48°26'33"E
L75	40.42'	N54°10'33"E
L76	44.65'	N59°26'48"E
L77	5.86'	N20°13'56"E

LINE TABLE		
LINE	LENGTH	BEARING
L78	12.55'	S64°00'17"W
L79	4.52'	N64°00'17"E
L80	16.17'	N64°00'17"E
L81	5.32'	S69°46'04"E
L82	19.16'	S51°22'54"W
L83	25.44'	S44°24'18"W
L84	25.44'	S37°34'34"W
L85	32.88'	S35°08'45"W
L86	33.06'	S18°07'27"W
L87	30.44'	S5°51'02"W
L88	36.42'	S6°37'31"E
L89	51.02'	S2°36'58"W
L90	51.00'	S19°13'31"W
L91	51.03'	S36°23'26"W
L92	27.68'	S85°27'07"E
L93	27.50'	S75°47'22"E
L94	32.59'	S71°38'17"E
L95	25.00'	N26°09'14"W
L96	1.97'	N2°25'57"E
L97	45.00'	N45°43'02"E
L98	45.00'	N45°43'02"E
L99	45.00'	N45°43'02"E
L100	31.11'	S22°00'38"W
L101	13.87'	S64°00'17"W
L102	5.50'	N29°02'38"E
L103	4.17'	S64°17'36"E
L104	29.98'	N82°46'56"W
L105	29.99'	N70°03'51"W
L106	30.00'	N71°55'18"W
L107	30.00'	N72°26'13"W
L108	29.97'	S61°19'41"W
L109	29.96'	S62°28'11"W
L110	31.09'	N61°16'30"W
L111	30.29'	N23°59'30"E
L112	34.95'	N0°43'04"E

SEE SHEET 1 FOR LEGEND, NOTES, AND ADDITIONAL BOUNDARY INFORMATION

City of Caldwell
APPROVED FOR CONSTRUCTION

CLINTON W. HANSEN
PLS 11118
10/12/23

PROFESSIONAL LAND SURVEYOR REGISTERED STATE OF IDAHO CLINTON W. HANSEN

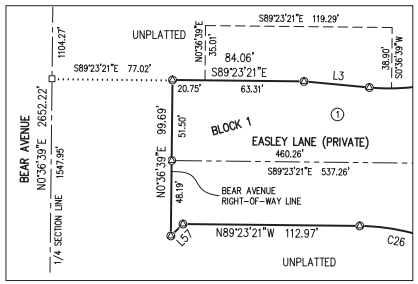
LandSolutions
Land Surveying and Consulting
231 E. 5TH ST.
MERIDIAN, ID 83642
(208) 288-2040 fax (208) 288-2557
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JOB NO. 25-44

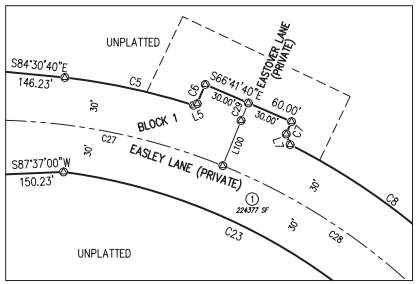
SHEET 3 OF 6

REGENCY AT VERBENA RANCH SUBDIVISION NO. 1

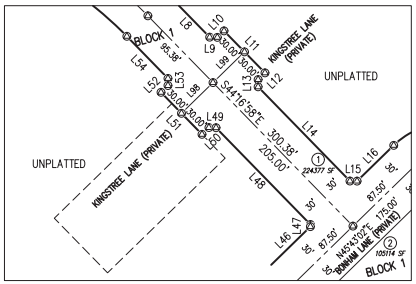
BOOK ____ , PAGE _____



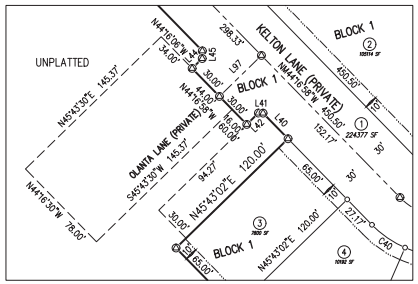
DETAIL 1: 1"=50'



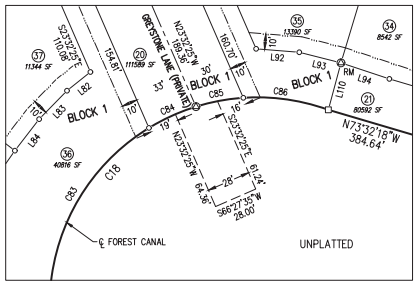
DETAIL 2: 1"=50'



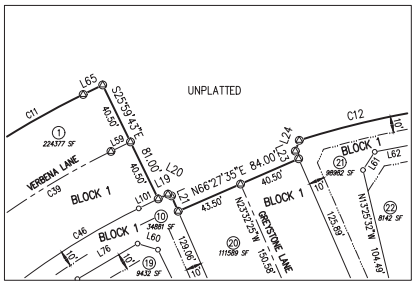
DETAIL 3: 1"=80'



DETAIL 4: 1"=60'



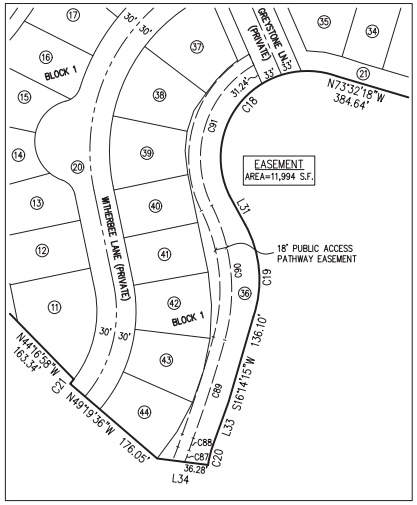
DETAIL 5: 1"=50'



DETAIL 6: 1"=50'

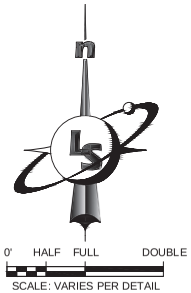
SEE SHEET 1 FOR LEGEND, NOTES, AND ADDITIONAL BOUNDARY INFORMATION

SEE SHEETS 2 AND 3 FOR ADDITIONAL LINE AND CURVE TABLE DATA



DETAIL 7: 1"=120'

DETAIL 7 CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C87	18.71'	205.00'	5°13'46"	N20°59'30"E	18.70'
C88	19.99'	713.22'	1°36'21"	N19°10'48"E	19.99'
C89	158.29'	2067.50'	4°23'12"	N17°47'23"E	158.26'
C90	212.19'	287.86'	42°14'07"	N5°31'17"W	207.42'
C91	247.75'	163.80'	86°39'41"	N16°41'30"E	224.80'
NOTE: CURVES ARE ALONG EASTERLY BOUNDARY OF EASEMENT					



SCALE: VARIES PER DETAIL

City of Caldwell
APPROVED FOR CONSTRUCTION

CLINTON W. HANSEN
PLS 11118

PROFESSIONAL LAND SURVEYOR REGISTERED STATE OF IDAHO CLINTON W. HANSEN
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JOB NO. 25-44

SHEET 4 OF 6

REGENCY AT VERBENA RANCH SUBDIVISION NO. 1

BOOK ____ , PAGE _____

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT WE, THE UNDERSIGNED, ARE THE OWNERS OF THE REAL PROPERTY DESCRIBED BELOW IN CANYON COUNTY, IDAHO, AND THAT WE INTEND TO INCLUDE THE FOLLOWING DESCRIBED PROPERTY IN THIS SUBDIVISION;

A PARCEL BEING A PORTION OF THE NE1/4 OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 3 WEST, BOISE MERIDIAN, CITY OF CALDWELL, CANYON COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" REBAR WITH CAP #6552 MARKING THE SOUTHWEST CORNER OF SAID NE1/4, FROM WHICH AN ALUMINUM CAP MONUMENT MARKING THE NORTHWEST CORNER OF SAID NE1/4 BEARS N 0°36'39" E A DISTANCE OF 2652.22 FEET;

THENCE N 0°36'39" E ALONG THE WESTERLY BOUNDARY OF SAID NE1/4 A DISTANCE OF 1547.95 FEET TO A POINT;

THENCE LEAVING SAID WESTERLY BOUNDARY S 89°23'21" E A DISTANCE OF 77.02 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING S 89°23'21" E A DISTANCE OF 84.06 FEET TO A POINT;

THENCE S 84°39'14" E A DISTANCE OF 41.94 FEET TO THE BEGINNING OF A TANGENTIAL CURVE;

THENCE A DISTANCE OF 61.80 FEET ALONG THE ARC OF A 136.50 FOOT RADIUS CURVE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 25°56'30" AND A LONG CHORD BEARING N 82°22'31" E A DISTANCE OF 61.28 FEET TO A POINT OF REVERSE CURVATURE;

THENCE A DISTANCE OF 92.15 FEET ALONG THE ARC OF A 113.50 FOOT RADIUS CURVE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 46°31'03" AND A LONG CHORD BEARING S 87°20'12" E A DISTANCE OF 89.64 FEET TO A POINT OF REVERSE CURVATURE;

THENCE A DISTANCE OF 60.30 FEET ALONG THE ARC OF A 136.50 FOOT RADIUS CURVE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 25°18'41" AND A LONG CHORD BEARING S 76°44'01" E A DISTANCE OF 59.81 FEET TO A POINT OF TANGENCY;

THENCE S 89°23'21" E A DISTANCE OF 15.98 FEET TO THE BEGINNING OF A TANGENTIAL CURVE;

THENCE A DISTANCE OF 8.56 FEET ALONG THE ARC OF A 100.50 FOOT RADIUS TANGENT CURVE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 4°52'41" AND A LONG CHORD BEARING S 86°57'01" E A DISTANCE OF 8.55 FEET TO A POINT OF TANGENCY;

THENCE S 84°30'40" E A DISTANCE OF 146.23 FEET TO THE BEGINNING OF A TANGENTIAL CURVE;

THENCE A DISTANCE OF 84.32 FEET ALONG THE ARC OF A 430.00 FOOT RADIUS CURVE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 11°14'05" AND A LONG CHORD BEARING S 77°50'41" E A DISTANCE OF 84.18 FEET TO A POINT;

THENCE N 67°00'38" E A DISTANCE OF 2.52 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE;

THENCE A DISTANCE OF 13.36 FEET ALONG THE ARC OF A 330.00 FOOT RADIUS CURVE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 2°19'09" AND A LONG CHORD BEARING N 22°39'53" E A DISTANCE OF 13.36 FEET TO A POINT;

THENCE S 66°41'40" E A DISTANCE OF 60.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE;

THENCE A DISTANCE OF 8.68 FEET ALONG THE ARC OF A 270.00 FOOT RADIUS NON-TANGENT CURVE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 1°50'29" AND A LONG CHORD BEARING S 23°01'00" W A DISTANCE OF 8.68 FEET TO A POINT;

THENCE S 20°20'50" E A DISTANCE OF 7.21 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE;

THENCE A DISTANCE OF 143.03 FEET ALONG THE ARC OF A 430.00 FOOT RADIUS NON-TANGENT CURVE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 19°03'28" AND A LONG CHORD BEARING S 53°48'42" E A DISTANCE OF 142.37 FEET TO A POINT;

THENCE S 44°16'58" E A DISTANCE OF 59.77 FEET TO A POINT;

THENCE S 88°37'18" E A DISTANCE OF 7.84 FEET TO A POINT;

THENCE N 45°43'02" E A DISTANCE OF 9.52 FEET TO A POINT;

THENCE S 44°16'58" E A DISTANCE OF 60.00 FEET TO A POINT;

THENCE S 45°43'02" W A DISTANCE OF 9.81 FEET TO A POINT;

THENCE S 0°05'35" W A DISTANCE OF 7.43 FEET TO A POINT;

THENCE S 44°16'58" E A DISTANCE OF 134.56 FEET TO A POINT;

THENCE S 89°16'58" E A DISTANCE OF 7.26 FEET TO A POINT;

THENCE N 45°43'02" E A DISTANCE OF 52.36 FEET TO THE BEGINNING OF A TANGENTIAL CURVE;

THENCE A DISTANCE OF 125.66 FEET ALONG THE ARC OF A 80.00 FOOT RADIUS CURVE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00" AND A LONG CHORD BEARING S 89°16'58" E A DISTANCE OF 113.14 FEET TO A POINT OF TANGENCY;

THENCE S 44°16'58" E A DISTANCE OF 255.34 FEET TO A POINT;

THENCE S 89°16'58" E A DISTANCE OF 7.26 FEET TO A POINT;

THENCE N 45°43'02" E A DISTANCE OF 184.25 FEET TO THE BEGINNING OF A TANGENTIAL CURVE;

THENCE A DISTANCE OF 112.80 FEET ALONG THE ARC OF A 459.50 FOOT RADIUS CURVE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 14°03'56" AND A LONG CHORD BEARING N 38°41'04" E A DISTANCE OF 112.52 FEET TO A POINT OF REVERSE CURVATURE;

THENCE A DISTANCE OF 305.20 FEET ALONG THE ARC OF A 540.50 FOOT RADIUS CURVE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 32°21'11" AND A LONG CHORD BEARING N 47°49'41" E A DISTANCE OF 301.17 FEET TO A POINT;
THENCE N 64°00'17" E A DISTANCE OF 13.87 FEET TO A POINT;

THENCE S 25°59'43" E A DISTANCE OF 81.00 FEET TO A POINT;

THENCE N 64°00'17" E A DISTANCE OF 6.95 FEET TO A POINT;

THENCE S 62°42'19" E A DISTANCE OF 2.49 FEET TO A POINT;

THENCE S 23°32'25" E A DISTANCE OF 10.71 FEET TO A POINT;

THENCE N 66°27'35" E A DISTANCE OF 84.00 FEET TO A POINT;

THENCE N 23°32'25" W A DISTANCE OF 5.32 FEET TO A POINT;

THENCE N 20°05'21" E A DISTANCE OF 7.35 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE;

THENCE A DISTANCE OF 186.96 FEET ALONG THE ARC OF A 559.50 FOOT RADIUS NON-TANGENT CURVE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 19°08'43" AND A LONG CHORD BEARING N 81°53'48" E A DISTANCE OF 186.09 FEET TO A POINT OF TANGENCY;

THENCE S 88°31'50" E A DISTANCE OF 64.92 FEET TO A THE BEGINNING OF A TANGENTIAL CURVE;

THENCE A DISTANCE OF 58.78 FEET ALONG THE ARC OF A 359.50 FOOT RADIUS CURVE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 9°22'02" AND A LONG CHORD BEARING S 83°50'49" E A DISTANCE OF 58.71 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE A DISTANCE OF 39.10 FEET ALONG THE ARC OF A 61.50 FOOT RADIUS NON-TANGENT CURVE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 36°25'33" AND A LONG CHORD BEARING S 60°57'01" E A DISTANCE OF 38.44 FEET TO A POINT OF REVERSE CURVATURE;

THENCE A DISTANCE OF 105.14 FEET ALONG THE ARC OF A 113.50 FOOT RADIUS CURVE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 53°04'31" AND A LONG CHORD BEARING S 69°16'31" E A DISTANCE OF 101.42 FEET TO A POINT OF REVERSE CURVATURE;

THENCE A DISTANCE OF 42.62 FEET ALONG THE ARC OF A 136.50 FOOT RADIUS CURVE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 17°53'30" AND A LONG CHORD BEARING S 86°52'01" E A DISTANCE OF 42.45 FEET TO THE BEGINNING OF A TANGENTIAL CURVE;

THENCE A DISTANCE OF 25.34 FEET ALONG THE ARC OF A 315.50 FOOT RADIUS CURVE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 4°36'06" AND A LONG CHORD BEARING S 80°13'19" E A DISTANCE OF 25.33 FEET TO A POINT;

THENCE S 79°18'22" E A DISTANCE OF 76.15 FEET TO A POINT;

THENCE S 89°17'01" E A DISTANCE OF 93.27 FEET TO A POINT;

THENCE S 44°17'03" E A DISTANCE OF 23.71 FEET TO A POINT;

THENCE S 0°43'04" W A DISTANCE OF 455.59 FEET TO A POINT ON THE CENTERLINE OF THE FOREST CANAL;

THENCE ALONG SAID CENTERLINE THE FOLLOWING DESCRIBED COURSES:

THENCE N 58°31'08" W A DISTANCE OF 152.91 FEET TO A POINT;

THENCE N 73°32'18" W A DISTANCE OF 384.64 FEET TO THE BEGINNING OF A TANGENTIAL CURVE;

THENCE A DISTANCE OF 316.06 FEET ALONG THE ARC OF A 132.80 FOOT RADIUS CURVE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 136°21'51" AND A LONG CHORD BEARING S 41°46'41" W A DISTANCE OF 246.57 FEET TO A POINT OF TANGENCY;

THENCE S 28°35'30" E A DISTANCE OF 49.88 FEET TO THE BEGINNING OF A TANGENTIAL CURVE;

THENCE A DISTANCE OF 145.83 FEET ALONG THE ARC OF A 176.09 FOOT RADIUS CURVE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 47°26'59" AND A LONG CHORD BEARING S 5°03'43" E A DISTANCE OF 141.70 FEET TO A POINT OF TANGENCY;

THENCE S 16°14'15" W A DISTANCE OF 136.10 FEET TO A POINT;

THENCE S 19°49'32" W A DISTANCE OF 71.01 FEET TO THE BEGINNING OF A TANGENTIAL CURVE;

THENCE A DISTANCE OF 30.97 FEET ALONG THE ARC OF A 144.02 FOOT RADIUS CURVE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 12°19'21" AND A LONG CHORD BEARING S 13°47'43" W A DISTANCE OF 30.91 FEET TO A POINT;

THENCE LEAVING SAID CENTERLINE N 82°46'56" W A DISTANCE OF 78.68 FEET TO A POINT;

THENCE N 49°19'36" W A DISTANCE OF 176.05 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE;

THENCE A DISTANCE OF 8.79 FEET ALONG THE ARC OF A 170.00 FOOT RADIUS NON-TANGENT CURVE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 2°57'48" AND A LONG CHORD BEARING N 39°11'30" E A DISTANCE OF 8.79 FEET TO A POINT;

THENCE N 44°16'58" W A DISTANCE OF 163.34 FEET TO A POINT;

THENCE S 0°43'02" W A DISTANCE OF 14.14 FEET TO A POINT;

THENCE S 45°43'02" W A DISTANCE OF 293.83 FEET TO A POINT;

THENCE S 63°12'17" W A DISTANCE OF 42.30 FEET TO A POINT;

THENCE N 88°34'30" W A DISTANCE OF 82.22 FEET TO A POINT;

THENCE N 61°16'30" W A DISTANCE OF 43.61 FEET TO A POINT;

THENCE N 44°16'58" W A DISTANCE OF 173.91 FEET TO A POINT;

THENCE N 45°43'02" E A DISTANCE OF 120.00 FEET TO A POINT;

THENCE N 44°16'58" W A DISTANCE OF 27.46 FEET TO A POINT;

THENCE N 89°16'58" W A DISTANCE OF 3.59 FEET TO A POINT;

THENCE S 45°43'02" W A DISTANCE OF 12.46 FEET TO A POINT;

THENCE N 44°16'58" W A DISTANCE OF 60.00 FEET TO A POINT;

THENCE N 45°43'02" E A DISTANCE OF 10.84 FEET TO A POINT;

THENCE N 0°43'02" E A DISTANCE OF 5.88 FEET TO A POINT;

THENCE N 44°16'58" W A DISTANCE OF 264.17 FEET TO THE BEGINNING OF A TANGENTIAL CURVE;

THENCE A DISTANCE OF 125.66 FEET ALONG THE ARC OF A 80.00 FOOT RADIUS CURVE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00" AND A LONG CHORD BEARING N 0°43'02" E A DISTANCE OF 113.14 FEET TO A POINT OF TANGENCY;

THENCE N 45°43'02" E A DISTANCE OF 55.95 FEET TO A POINT;

THENCE N 0°43'02" E A DISTANCE OF 2.19 FEET TO A POINT;

THENCE N 44°16'58" W A DISTANCE OF 138.24 FEET TO A POINT;

THENCE N 88°29'01" W A DISTANCE OF 7.27 FEET TO A POINT;

THENCE S 45°43'02" W A DISTANCE OF 9.93 FEET TO A POINT;

THENCE N 44°16'58" W A DISTANCE OF 60.00 FEET TO A POINT;

THENCE N 45°43'02" E A DISTANCE OF 9.93 FEET TO A POINT;

THENCE N 0°05'03" W A DISTANCE OF 7.27 FEET TO A POINT;

THENCE N 44°16'58" W A DISTANCE OF 60.17 FEET TO THE BEGINNING OF A TANGENTIAL CURVE;

THENCE A DISTANCE OF 246.95 FEET ALONG THE ARC OF A 370.00 FOOT RADIUS CURVE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 38°14'28" AND A LONG CHORD BEARING N 63°24'12" W A DISTANCE OF 242.39 FEET TO A POINT;

THENCE S 87°37'00" W A DISTANCE OF 150.23 FEET TO A POINT;

THENCE N 89°23'21" W A DISTANCE OF 20.03 FEET TO THE BEGINNING OF A TANGENTIAL CURVE;

THENCE A DISTANCE OF 60.30 FEET ALONG THE ARC OF A 136.50 FOOT RADIUS CURVE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 25°18'41" AND A LONG CHORD BEARING S 77°57'18" W A DISTANCE OF 59.81 FEET TO A POINT OF REVERSE CURVATURE;

THENCE A DISTANCE OF 100.28 FEET ALONG THE ARC OF A 113.50 FOOT RADIUS CURVE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 50°37'23" AND A LONG CHORD BEARING N 89°23'21" W A DISTANCE OF 97.05 FEET TO A POINT OF REVERSE CURVATURE;

THENCE A DISTANCE OF 60.30 FEET ALONG THE ARC OF A 136.50 FOOT RADIUS CURVE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 25°18'41" AND A LONG CHORD BEARING N 76°44'01" W A DISTANCE OF 59.81 FEET TO A POINT OF TANGENCY;

THENCE N 89°23'21" W A DISTANCE OF 112.97 FEET TO A POINT;

THENCE S 45°36'39" W A DISTANCE OF 10.87 FEET TO A POINT;

THENCE N 0°36'39" E A DISTANCE OF 99.69 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 22.14 ACRES, MORE OR LESS.

ALL THE LOTS IN THIS SUBDIVISION WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM THE CITY OF CALDWELL. THE CITY OF CALDWELL HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

THE PUBLIC STREETS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. THE PRIVATE STREETS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC. THE PUBLIC UTILITY, IRRIGATION AND DRAINAGE EASEMENTS ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT OF ACCESS TO, AND USE OF, THESE EASEMENTS IS HEREBY RESERVED FOR PUBLIC UTILITIES, DRAINAGE AND FOR ANY OTHER USES AS MAY BE DESIGNATED HEREON AND NO PERMANENT STRUCTURES OTHER THAN FOR SAID USES ARE TO BE ERECTED WITHIN THE LIMITS OF SAID EASEMENTS.

THE OWNERS HEREBY CERTIFY THAT SURFACE WATER FOR IRRIGATION IS REASONABLY AVAILABLE, PER SECTION 67-6537, IDAHO CODE, AND THAT THEY ARE IN COMPLIANCE WITH SECTION 31-3805, IDAHO CODE.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HAND THIS ___ DAY OF _____, 20___.

TOLL WEST INC

_____

BY RYAN HAMMONS, DIVISION PRESIDENT

ACKNOWLEDGMENT

STATE OF IDAHO }
COUNTY OF ADA } S.S.

ON THIS ____ DAY OF _____ , 20___, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE PERSONALLY APPEARED RYAN HAMMONS, KNOWN TO ME TO BE THE DIVISION PRESIDENT OF TOLL WEST INC, AN IDAHO CORPORATION, THE PERSON WHO EXECUTED THE FOREGOING "CERTIFICATE OF OWNERS" AND ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES_____

RESIDING AT _____

_____

NOTARY PUBLIC FOR THE STATE OF IDAHO

City of Caldwell
APPROVED FOR CONSTRUCTION

CERTIFICATE OF SURVEYOR

I, CLINTON W. HANSEN, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM THE FIELD NOTES OF A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

CLINTON W. HANSEN
PLS 11118

PROFESSIONAL LAND SURVEYOR REGISTERED 11118 STATE OF IDAHO 10/12/26 CLINTON W. HANSEN

LandSolutions
Land Surveying and Consulting
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MERIDIAN, ID 83642
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JOB NO. 25-44

REGENCY AT VERBENA RANCH SUBDIVISION NO. 1

BOOK ____ , PAGE _____

HEALTH CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (QLPE) REPRESENTING THE CITY OF CALDWELL AND THE QLPE APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER EXTENSIONS OR SEWER EXTENSIONS WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER EXTENSIONS OR SEWER EXTENSIONS HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES, THEN SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

_____

DISTRICT HEALTH DEPARTMENT,REHS DATE

CERTIFICATE OF THE COUNTY SURVEYOR

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR FOR CANYON COUNTY, IDAHO, HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND FIND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

_____

CANYON COUNTY SURVEYOR

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF CALDWELL, CANYON COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE ___ DAY OF _____ , 20__, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

_____

CITY CLERK

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF CANYON, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

DATE: _____ _____

COUNTY TREASURER

APPROVAL OF THE CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF CALDWELL, CANYON COUNTY, IDAHO, HEREBY APPROVE THIS PLAT.

_____

CITY ENGINEER ~ CALDWELL, IDAHO

City of Caldwell
APPROVED FOR CONSTRUCTION

_____

CLINTON W. HANSEN
PLS 11118

PROFESSIONAL LAND SURVEYOR
REGISTERED
11118
01/12/26
STATE OF IDAHO
CLINTON W. HANSEN

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MERIDIAN, ID 83642
(208) 288-2040 fax (208) 288-2557
www.landsolutions.biz

JOB NO. 25-44

SHEET 6 OF 6

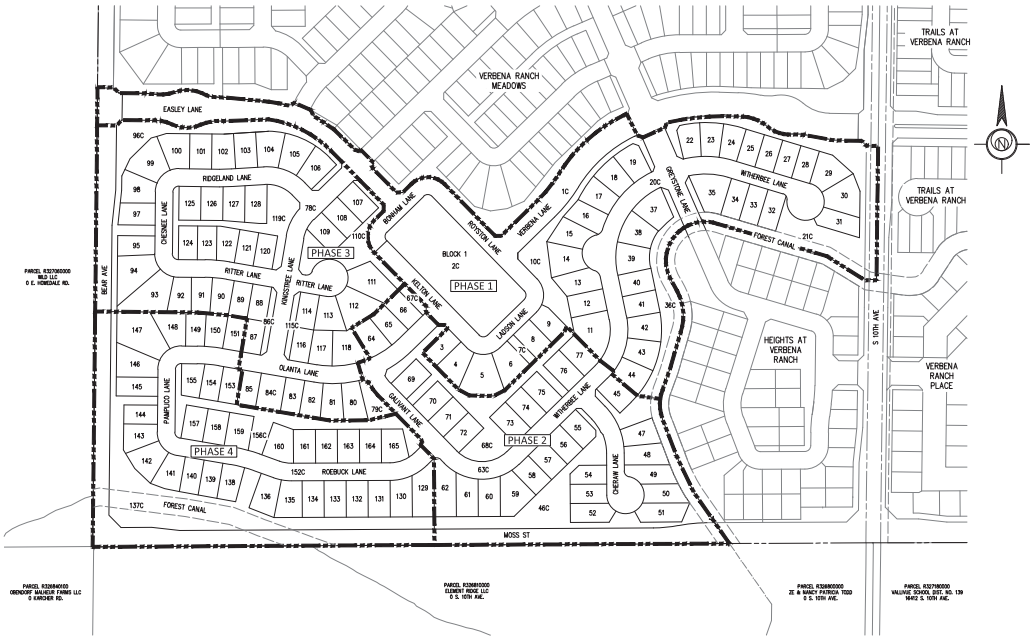
PRELIMINARY PLAT FOR
REGENCY AT VERBENA RANCH

PROPERTY LOCATED IN THE NE 1/4 of SECTION 9, TOWNSHIP 3 NORTH, RANGE 3 WEST, BOISE MERIDIAN

CANYON COUNTY, IDAHO

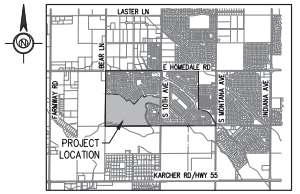
PRELIMINARY PLAT NOTES

1. SANITARY SEWER AND DOMESTIC WATER SERVICE TO BE PROVIDED BY CITY OF CALDWELL.
2. ALL STREETS PROPOSED WITHIN THIS DEVELOPMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF CALDWELL AND CANYON HIGHWAY DISTRICT NO.4 STANDARDS.
3. DIRECT LOT ACCESS TO S. 10TH AVENUE, E HOMEDALE ROAD, AND BEAR LANE IS PROHIBITED.
4. THIS DEVELOPMENT RECOGNIZES IDAHO CODE SECTION 22-4503, RIGHT TO FARM ACT, WHICH STATES, "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHENEVER A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF ANY AGRICULTURAL OPERATION, AGRICULTURAL FACILITY, OR EXPANSION THEREOF."
5. IRRIGATION WATER SERVICE IS PROVIDED TO THIS PROPERTY BY EXISTING SURFACE AND GROUNDWATER IRRIGATION WATER RIGHTS THROUGH A PI PUMP STATION CONSTRUCTED TO CMD STANDARDS WHICH WILL BE DEDICATED TO, OPERATED BY, CMD.
6. BUILDING SETBACKS AND DIMENSIONAL STANDARDS SHALL BE IN ACCORDANCE WITH THE CITY OF CALDWELL STANDARDS, AND THE PROJECT DEVELOPMENT AGREEMENT AS SHOWN ON THIS PLAN.
7. STORMWATER RUNOFF GENERATED ON THIS SITE SHALL BE COLLECTED AND CONVEYED TO STORMWATER FACILITIES IN ACCORDANCE WITH CITY OF CALDWELL REQUIREMENTS.



PHASING PLAN

SCALE: 1"=200'



VICINITY MAP

N.T.S

LAND USE SUMMARY	
TOTAL SITE AREA	69.13 Acres
RESIDENTIAL LOT AREA	31.37 Acres
COMMON LOT AREA	16.55 Acres
RIGHT OF WAY AREA	5.27 Acres
PRIVATE STREET AREA	15.94 Acres
RESIDENTIAL LOTS	143
COMMON LOTS	22
GROSS DENSITY	2.07 DU/Acre
NET DENSITY	4.56 DU/Acre
MINIMUM RESIDENTIAL LOT SIZE	7,475 sf
AVERAGE RESIDENTIAL LOT SIZE	9,556 sf

OPEN SPACE SUMMARY	
OPEN SPACE AREA	11.85 Acres
PERCENT OPEN SPACE	17.14%

PROPOSED BUILDING SETBACK REQUIREMENTS	
FRONT LIVING	15 ft
FRONT GARAGE	20 ft
REAR YARD	15 ft*
INTERIOR SIDE YARD	5 ft*
STREET SIDE YARD	15 ft
MINIMUM LOT AREA	7,475 sf*
MINIMUM LOT FRONTAGE	50 ft

* REQUESTED MODIFICATION TO CITY OF CALDWELL STANDARDS FOR R-1 ZONE

DEVELOPER

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ENGINEER

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LEGEND

- PROPERTY BOUNDARY LINE
- EXISTING LOT LINE
- EXISTING EASEMENT LINE
- EXISTING BARB WIRE FENCE LINE
- EXISTING IRRIGATION
- EXISTING POWER LINE
- EXISTING SANITARY SEWER LINE
- EXISTING CABLE TV PER UTILITY MAP
- EXISTING WATER LINE
- EXISTING EDGE OF PAVEMENT
- EXISTING EDGE OF GRAVEL
- EXISTING STORM PIPE
- PROPOSED LOT LINE
- PROPOSED RIGHT-OF-WAY
- PROPOSED ROAD CENTERLINE
- PROPOSED 3" ROLLED CURB
- PROPOSED 6" VERTICAL CURB & GUTTER
- PROPOSED 6" VERTICAL CURB (NOT GUTTER)
- PROPOSED 5' SIDEWALK
- PROPOSED 8" SANITARY SEWER
- PROPOSED 10" SANITARY SEWER
- PROPOSED POTABLE WATER
- PROPOSED GRAVITY IRRIGATION
- PROPOSED PRESSURE IRRIGATION
- PROPOSED EDGE OF PAVEMENT
- PROPOSED STORM PIPE
- PROPOSED PHASE BOUNDARY
- PROPOSED SEEPAGE BED
- PROPOSED SAND AND GREASE TRAP
- PROPOSED STORM MANHOLE
- PROPOSED STORM CATCH BASIN
- PROPOSED GRAVITY IRRIGATION BOX
- PROPOSED GRAVITY IRRIGATION MANHOLE
- PROPOSED FIRE HYDRANT
- PROPOSED SANITARY MANHOLE
- VERBENA LANE — STREET NAME
- PROPOSED STREET LIGHT
- TEST PIT/MONITORING WELL
- MAILBOX
- SIGN
- BLOCK 4 — BLOCK NUMBER
- 10 — SINGLE-FAMILY LOT NUMBER
- 25C — COMMON LOT NUMBER
- MONUMENTS

Toll Brothers
AMERICA'S LUXURY HOME BUILDER

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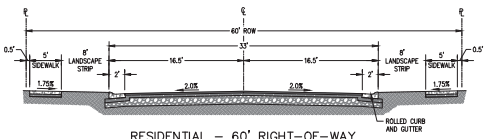
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2	10/02/2024	CITY COMMENTS	ALH
1	05/28/2024	AGENCY SUBMITTAL	ALH/JBS

COVER SHEET

PRELIMINARY PLAT FOR
REGENCY AT VERBENA RANCH
CITY OF CALDWELL, CANYON COUNTY, IDAHO

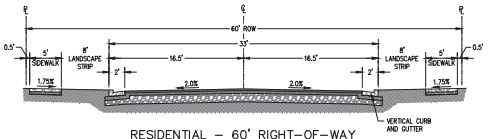
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REF. NO.: PP-1.1	
SHEET NO.: 1 OF 14	

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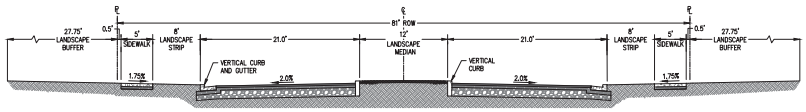
RESIDENTIAL – 60' RIGHT–OF–WAY
TYPICAL SECTION
N.T.S.

A



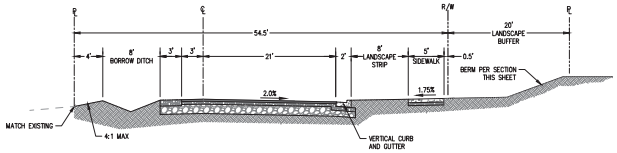
RESIDENTIAL – 60' RIGHT–OF–WAY
TYPICAL SECTION
N.T.S.

B



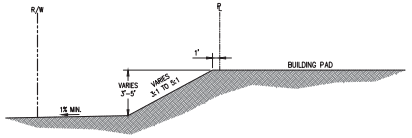
RESIDENTIAL W/ MEDIAN – 81' RIGHT–OF–WAY
TYPICAL SECTION
N.T.S.

C



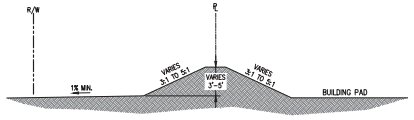
MINOR COLLECTOR TYPICAL SECTION
(BEAR LANE & MOSS ST)
N.T.S.

D



MOSS ST & BEAR AVE FRONTAGE BERM
LOTS ABOVE STREET
N.T.S.

E



MOSS ST & BEAR AVE FRONTAGE BERM
LOTS LEVEL W/ STREET
N.T.S.

F

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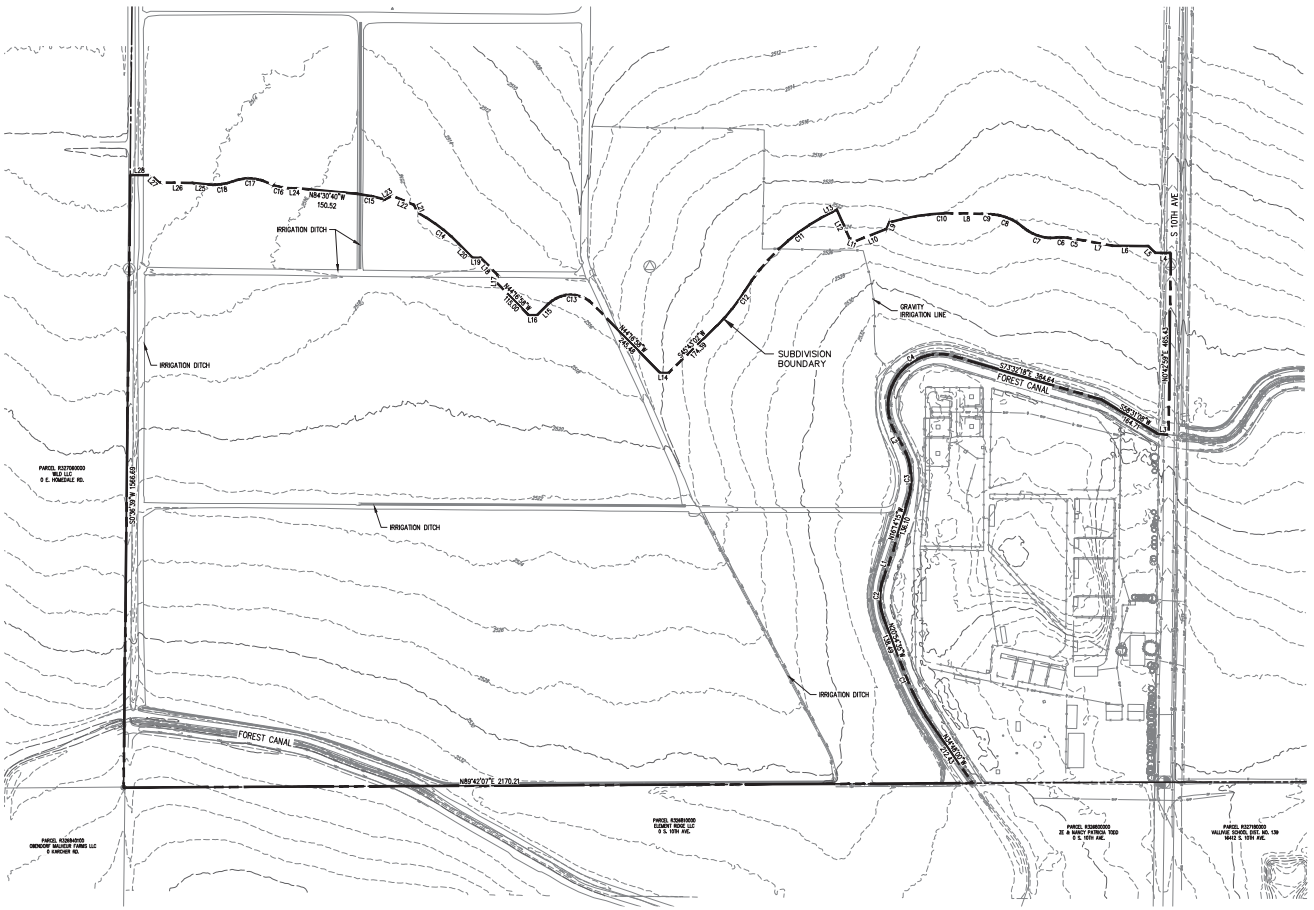
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2	10/02/2024	CITY COMMENTS	AJH
1	05/28/2024	AGENCY SUBMITTAL	AJH/JBS

NOTES AND SECTIONS

PRELIMINARY PLAT FOR
REGENCY AT VERBENA RANCH
CITY OF CALDWELL, CANYON COUNTY, IDAHO

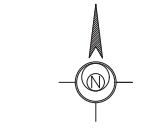
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SHEET NO.: 2 OF 14	

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LINE TABLE		
LINE	LENGTH	DIRECTION
L1	71.01	N19°49'32"E
L2	49.88	N28°35'30"W
L3	30.08	S81°58'42"W
L4	39.95	N89°16'58"W
L5	23.73	N44°17'03"W
L6	93.27	N89°17'01"W
L7	76.15	N79°18'22"W
L8	64.92	N88°31'50"W
L9	18.41	S24°27'20"W
L10	84.07	S68°44'32"W
L11	16.60	N69°46'04"W
L12	81.07	N23°32'25"W
L13	13.87	S64°00'17"W
L14	21.21	N89°16'58"W
L15	42.50	S45°43'02"W
L16	21.21	N89°16'58"W
L17	21.21	N0°43'02"E
L18	60.00	N44°16'58"W
L19	21.21	N89°16'58"W
L20	50.38	N44°16'58"W
L21	20.91	N22°25'02"W
L22	60.00	N66°41'40"W
L23	22.21	S64°46'02"W
L24	20.26	N89°23'21"W
L25	41.94	N84°39'14"W
L26	87.80	N89°23'21"W
L27	26.56	N44°23'21"W
L28	56.49	N89°23'21"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	134.91	668.64	11°33'38"	N25°27'57"W	134.68
C2	99.59	144.02	39°37'07"	N0°08'51"E	97.61
C3	145.83	176.09	47°26'59"	N5°03'43"W	141.70
C4	316.06	132.80	136°21'51"	N41°46'41"E	246.57
C5	25.34	315.50	4°36'06"	N80°13'19"W	25.33
C6	42.62	136.50	17°53'30"	N86°52'01"W	42.45
C7	92.17	113.50	46°31'48"	N72°32'52"W	89.66
C8	83.84	136.50	35°11'25"	N66°52'41"W	82.52
C9	25.46	359.50	4°03'27"	N86°30'07"W	25.45
C10	178.29	559.50	18°15'29"	S82°20'25"W	177.54
C11	305.20	540.50	32°21'11"	S47°49'41"W	301.17
C12	112.80	459.50	14°03'56"	S38°41'04"W	112.52
C13	125.66	80.00	90°00'00"	N89°16'58"W	113.14
C14	133.05	430.68	17°42'01"	N53°08'50"W	132.52
C15	71.11	430.00	9°28'29"	N78°43'24"W	71.03
C16	60.30	136.50	25°18'41"	N76°44'01"W	59.81
C17	92.15	113.50	46°31'03"	N87°20'12"W	89.64
C18	61.80	136.50	25°56'30"	S82°22'31"W	61.28



GRAPHIC SCALE
1 inch = 150 ft. Horizontal

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3	03/04/2025	CITY COMMENTS	AJH
2	10/02/2024	CITY COMMENTS	AJH
1	05/28/2024	AGENCY SUBMITTAL	AJH/JBS

NATURAL FEATURES MAP

PRELIMINARY PLAT FOR
REGENCY AT VERBENA RANCH
CITY OF CALDWELL, CANYON COUNTY, IDAHO

DATE: 03/24/2025	SCALE: AS NOTED
DESIGN: JEB	DRAWN: AJH/JBS
JOB NO.: 8447	FILE NAME: 8447-RGC-S-EXIST-PP
REF. NO.: PP-2.1	
SHEET NO.: 3 OF 14	

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PRELIMINARY PLAT
PRELIMINARY PLAT FOR
REGENCY AT VERBENA RANCH
CITY OF CALDWELL, CANYON COUNTY, IDAHO
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SHEET INDEX
N.T.S.
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PP-3.2
PP-3.3
PP-3.4
PP-3.5
GRAPHIC SCALE
1 inch = 50 ft. Horizontal
SEE SHEET PP-3.3
SEE SHEET PP-3.2
VERBENA RANCH MEADOWS
RIDGELAND LANE
RITTER LANE
KNOSTREE LANE
OLANTA LANE
CHESNEE LANE
EASLEY LANE
BEAR AVE
PAMPLICO LANE



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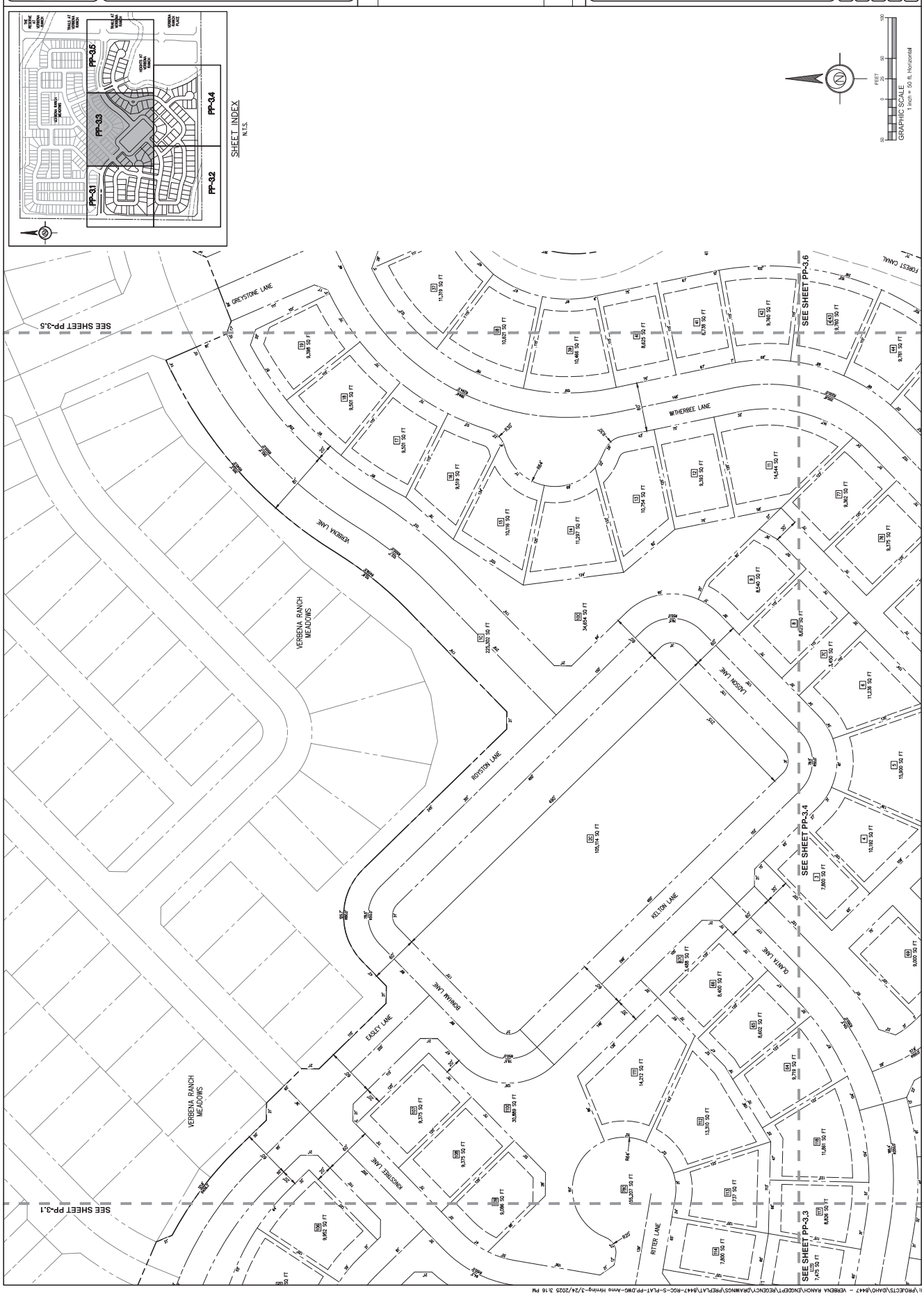
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2	10/02/2024	CITY COMMENTS	ALH
1	05/28/2024	AGENCY SUBMITTAL	ALH/JEB

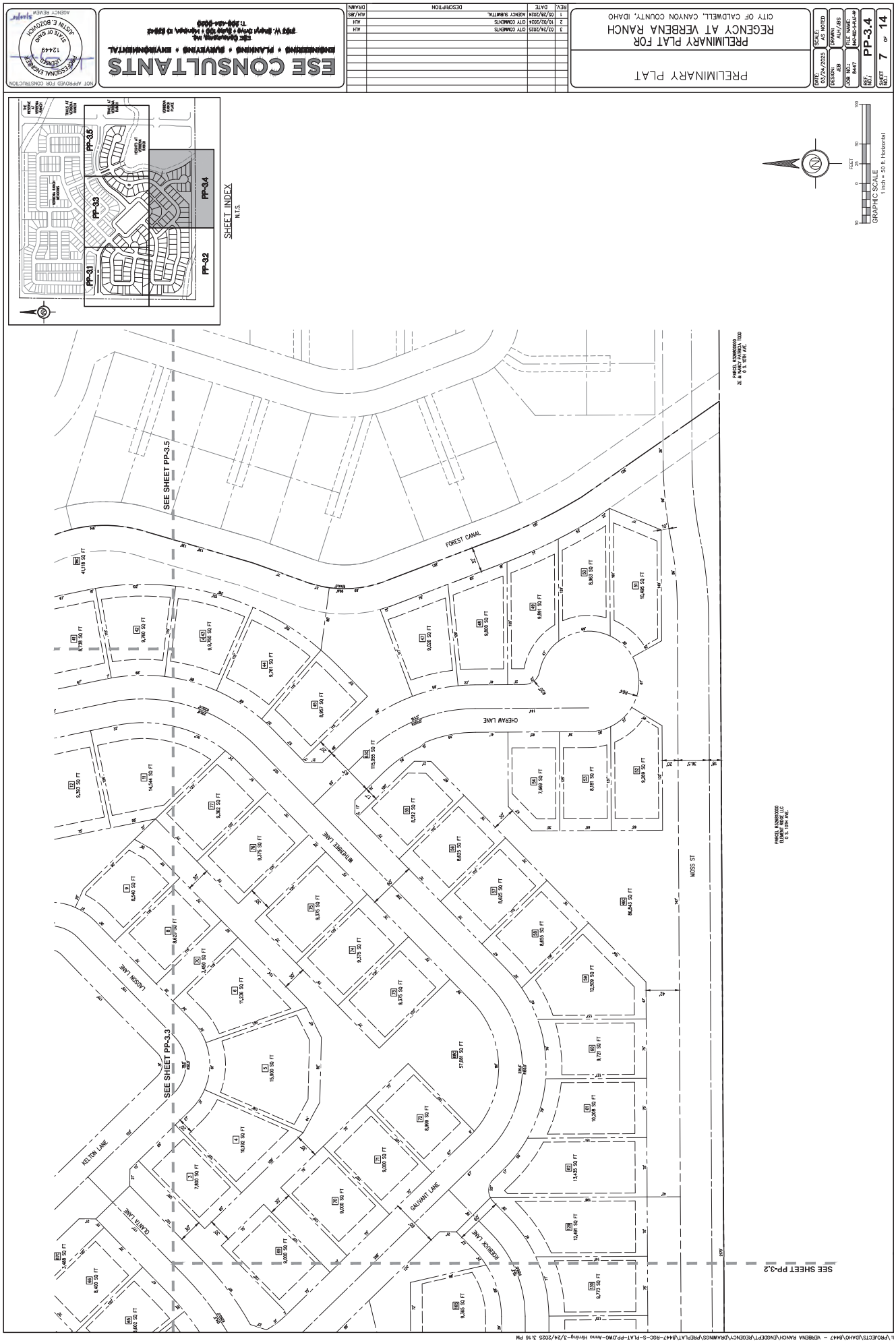
PRELIMINARY PLAT

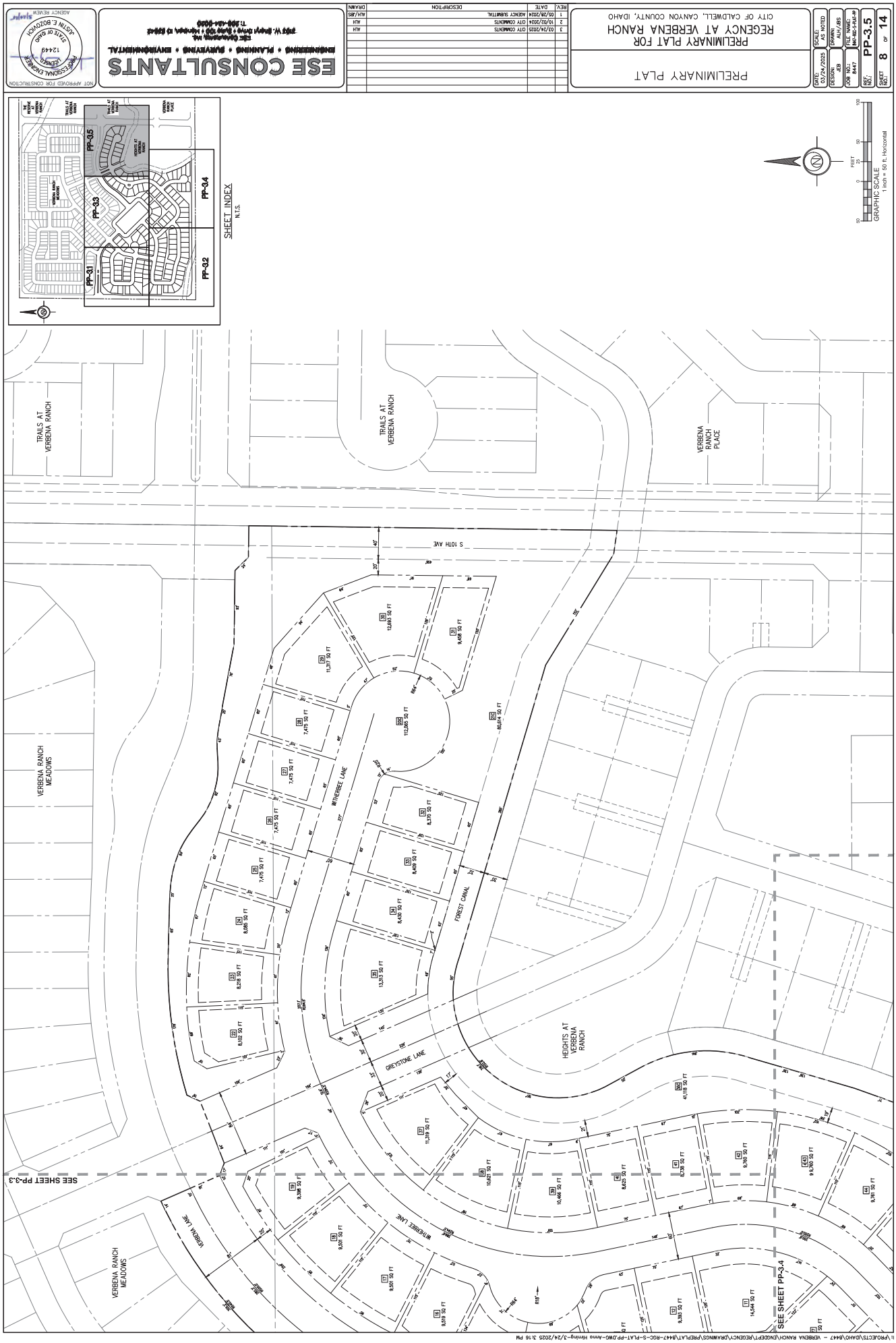
PRELIMINARY PLAT FOR
REGENCY AT VERBENA RANCH
CITY OF CALDWELL, CANYON COUNTY, IDAHO

DATE: 03/24/2025	SCALE: AS NOTED
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REF. NO.: PP-3.2	
SHEET NO.: 5 OF 14	

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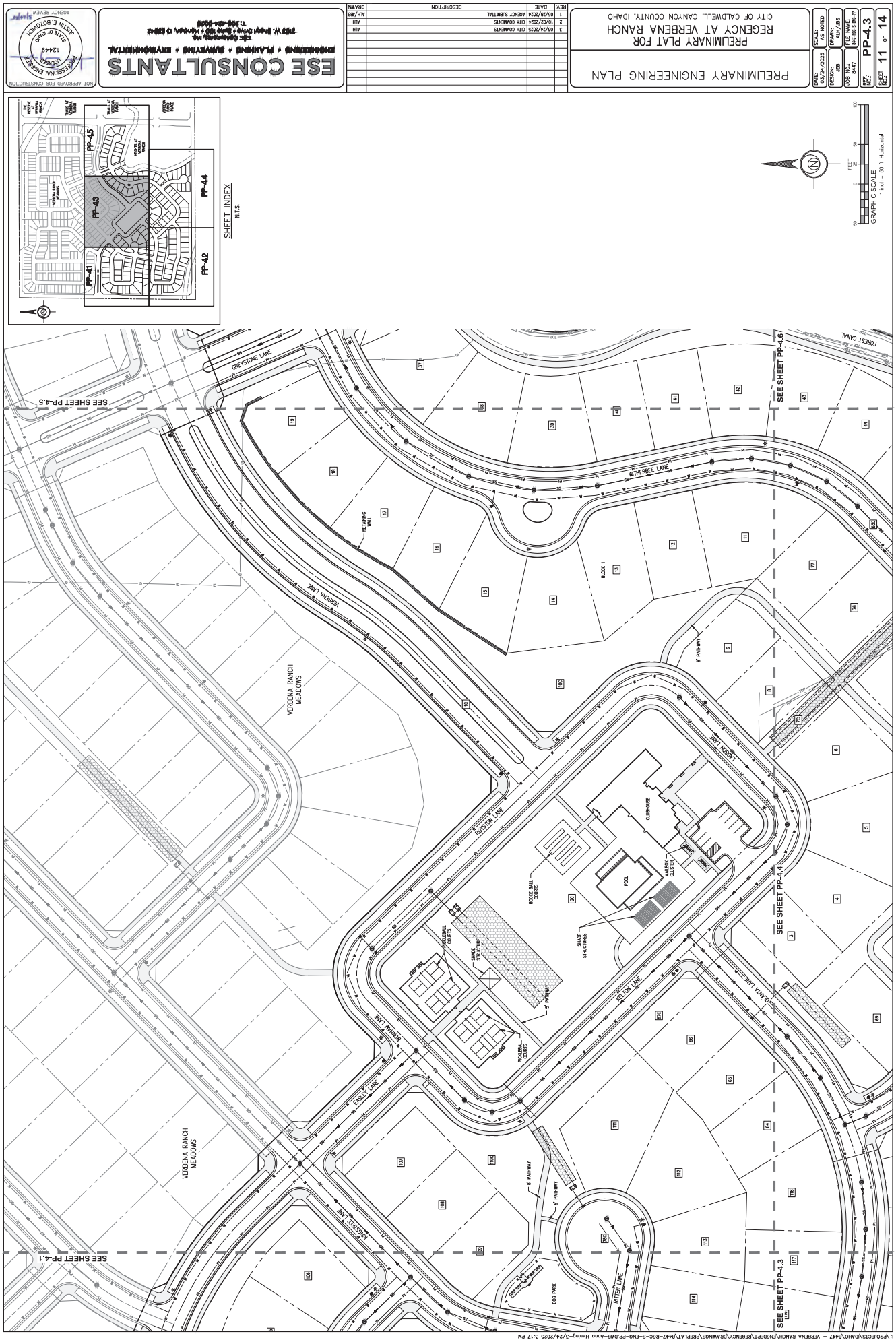

PRELIMINARY PLAT
PRELIMINARY PLAT FOR
REGENCY AT VERBENA RANCH
CITY OF CALDWELL, CANYON COUNTY, IDAHO
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SHEET INDEX
N.T.S.
PP-3.1
PP-3.2
PP-3.3
PP-3.4
PP-3.5
GRAPHIC SCALE
1 inch = 50 ft. Horizontal
GREYSTONE LANE
WITHERBEE LANE
VERBENA LANE
ROYSTON LANE
KELTON LANE
EASLEY LANE
BONHAM LANE
KONSTREE LANE
RITTER LANE
VERBENA RANCH MEADOWS
SEE SHEET PP-3.1
SEE SHEET PP-3.3
SEE SHEET PP-3.4
SEE SHEET PP-3.5
SEE SHEET PP-3.6


PRELIMINARY PLAT
PRELIMINARY PLAT FOR
REGENCY AT VERBENA RANCH
CITY OF CALDWELL, CANYON COUNTY, IDAHO
ESE CONSULTANTS
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
SHEET INDEX
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PP-3.5
SEE SHEET PP-3.5
SEE SHEET PP-3.3
SEE SHEET PP-3.2
FOREST CANAL
CHERAW LANE
WHISPERS LANE
LADSON LANE
KELTON LANE
GALVANT LANE
MOSS ST
GRAPHIC SCALE
1 inch = 50 ft. Horizontal


PRELIMINARY PLAT
PRELIMINARY PLAT FOR
REGENCY AT VERBENA RANCH
CITY OF CALDWELL, CANYON COUNTY, IDAHO
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PROFESSIONAL ENGINEER
STATE OF IDAHO
AUSTIN E. BOZOVICH
12449
AGENCY REVIEW
SHEET INDEX
N.T.S.
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PP-32
PP-33
PP-34
PP-35
GRAPHIC SCALE
1 inch = 50 ft. Horizontal
TRAILS AT VERBENA RANCH
VERBENA RANCH PLACE
VERBENA RANCH MEADOWS
HEIGHTS AT VERBENA RANCH
S 10TH AVE
WITHERBEE LANE
GREYSTONE LANE
VERBENA LANE
FOREST CANAL
SEE SHEET PP-3.3
SEE SHEET PP-3.4

PRELIMINARY ENGINEERING PLAN
PRELIMINARY PLAT FOR
REGENCY AT VERBENA RANCH
CITY OF CALDWELL, CANYON COUNTY, IDAHO
SCALE: AS NOTED
DRAWN: ALH/JBS
FILE NAME: 8447-RSC-S-ENG-PP
DATE: 03/24/2025
DESIGN: JEB
JOB NO.: 8447
SHEET NO.: PP-4.1
SHEET 9 OF 14
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ESE Consultants, Inc.
3983 W. Hemyn Street • Suite 100 • Meridian, ID 83642
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PROFESSIONAL ENGINEER
12449
STATE OF IDAHO
JUSTIN E. BOZOVICH
AGENCY REVIEW
NO. DATE DESCRIPTION DRAWN
1 03/24/2025 AGENCY SUBMITTAL ALH/JBS
2 10/02/2024 CITY COMMENTS ALH
3 03/28/2024 CITY COMMENTS ALH
SHEET INDEX
N.T.S.
PP-41
PP-42
PP-43
PP-44
PP-45
GRAPHIC SCALE
1 inch = 50 ft. Horizontal
FEET
VERBENA RANCH MEADOWS
SEE SHEET PP-4.3
ENTRY GATES
EASLEY LANE
RIDGELAND LANE
BLOCK 1
5' PATHWAY
DOG PARK
RITTER LANE
KINGSTREET LANE
CHESNEE LANE
OLANTA LANE
PAMPLICO LANE
BEAR AVE
PARCEL R3270600000
MILO LLC
0 E. KINGMAN RD.
SEE SHEET PP-4.2
I:\PROJECTS\0AHO\8447 - VERBENA RANCH\ENGDEPT\REGENCY\DRAWINGS\PREPLAT\8447-RSC-S-ENG-PP.DWG-Anna Hhnhg-3/24/2025 3:17 PM

PRELIMINARY ENGINEERING PLAN
PRELIMINARY PLAT FOR
REGENCY AT VERBENA RANCH
CITY OF CALDWELL, CANYON COUNTY, IDAHO
SCALE: AS NOTED
DRAWN: ALH/ABS
FILE NAME: 8447-ROC-S-ENG-PP
JOB NO.: 8447
SHEET NO.: PP-4.2
SHEET No.: 10 OF 14
DATE: 03/24/2025
DESIGN: JEB
ESE CONSULTANTS
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
NOT APPROVED FOR CONSTRUCTION
AGENCY REVIEW
PROFESSIONAL ENGINEER
JUSTIN E. BOZOVICH
STATE OF IDAHO
12449
REV. | DATE | DESCRIPTION | DRAWN
1 | 03/28/2024 | AGENCY SUBMITTAL | ALH/ABS
2 | 10/02/2024 | CITY COMMENTS | ALH
3 | 03/24/2025 | CITY COMMENTS | ALH
SHEET INDEX
N.T.S.
PP-41
PP-42
PP-43
PP-44
PP-45
GRAPHIC SCALE
1 inch = 50 ft. Horizontal
SEE SHEET PP-4.3
SEE SHEET PP-4.4
SEE SHEET PP-4.1
CALIMANI LANE
KOANTA LANE
RIDERLICK LANE
KINGSTREE LANE
PAMPLOO LANE
BEAR AVE
MOSS ST
FOREST CANAL
BLOCK 1
8' PATHWAY
5' PATHWAY
RETAINING WALL
CULVERT WITH WINGWALLS
PARCEL R32891000
ESSEX HOUSE, LLC
4.5 ± (TBL) AC.
PARCEL R32870000
MID, LLC
0 E. HOMEDALE RD.
PARCEL R32882000
DESIGN BUILD HOMES, LLC
0 KARCHER RD.


PRELIMINARY ENGINEERING PLAN
PRELIMINARY PLAT FOR
REGENCY AT VERBENA RANCH
CITY OF CALDWELL, CANYON COUNTY, IDAHO
ESE CONSULTANTS
SHEET INDEX
N.T.S.
PP-41
PP-42
PP-43
PP-44
PP-45
GRAPHIC SCALE
1 inch = 50 ft. Horizontal
SEE SHEET PP-4.5
SEE SHEET PP-4.6
SEE SHEET PP-4.4
SEE SHEET PP-4.3
SEE SHEET PP-4.1
GREYSTONE LANE
WITHERBEE LANE
VERBENA LANE
ROYSTON LANE
ECKHAM LANE
EASLEY LANE
RITTER LANE
FOREST CANAL
VERBENA RANCH MEADOWS
RETAINING WALL
BLOCK 1
CLUBHOUSE
POOL
MAILBOX CLUSTER
BOCCE BALL COURTS
PICKLEBALL COURTS
SHADE STRUCTURE
DOG PARK
8' PATHWAY
5' PATHWAY

PRELIMINARY ENGINEERING PLAN
PRELIMINARY PLAT FOR
REGENCY AT VERBENA RANCH
CITY OF CALDWELL, CANYON COUNTY, IDAHO
SCALE: AS NOTED
DRAWN: ALH/ABS
FILE NAME: 8447-ROS-S-ENG-PP
SHEET NO.: PP-4.4
SHEET NO.: 12 OF 14
DATE: 03/24/2025
DESIGN: JEB
JOB NO.: 8447
ESE CONSULTANTS
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
NEV. DATE DESCRIPTION DRAWN
1 03/28/2024 AGENCY SUBMITTAL ALH/ABS
2 10/22/2024 CITY COMMENTS ALH
3 02/24/2025 CITY COMMENTS ALH
NOT APPROVED FOR CONSTRUCTION
PROFESSIONAL ENGINEER
12449
STATE OF IDAHO
JUSTIN E. BOZOVICH
AGENCY REVIEW
SHEET INDEX
N.T.S.
PP-41
PP-42
PP-43
PP-44
PP-45
GRAPHIC SCALE
1 inch = 50 ft. Horizontal
FEET
SEE SHEET PP-4.5
SEE SHEET PP-4.3
SEE SHEET PP-4.2
HEIGHTS AT VERBENA RANCH
FOREST CANAL
CHERAW LANE
MOSS ST
MOSSROCK LANE
GALVANT LANE
LOGAN LANE
COLTON LANE
CLAIRA LANE
8' PATHWAY
BLOCK 1
PARCEL R3680000000
CLEMON RIDGE LLC
PARCEL R3680000000
R.S. 10TH AVE.
O:\PROJECTS\DAHO\8447 - VERBENA RANCH\ENGDEPT\REGENCY\DRAWINGS\PREPLAT\8447-ROS-S-ENG-PP.DWG-Anna Hlhnng-3/24/2025 2:17 PM

PRELIMINARY ENGINEERING PLAN
PRELIMINARY PLAT FOR
REGENCY AT VERBENA RANCH
CITY OF CALDWELL, CANYON COUNTY, IDAHO
SCALE: AS NOTED
DRAWN: ALH/ABS
FILE NAME: 8447-ROC-S-ENG-PP
JOB NO.: 8447
SHEET NO.: PP-4.5
DATE: 03/24/2025
DESIGN: JEB
REF. SHEET NO.: 13 OF 14
ESE CONSULTANTS
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
NOT APPROVED FOR CONSTRUCTION
PROFESSIONAL ENGINEER
12449
STATE OF IDAHO
JUSTIN E. BOZOVICH
AGENCY REVIEW
NEV. | DATE | DESCRIPTION | DRAWN
1 | 03/24/2025 | AGENCY SUBMITTAL | ALH/ABS
2 | 10/22/2024 | CITY COMMENTS | ALH
3 | 03/28/2024 | CITY COMMENTS | ALH
SHEET INDEX
N.T.S.
PP-41
PP-42
PP-43
PP-44
PP-45
GRAPHIC SCALE
1 inch = 50 ft. Horizontal
FEET
100
50
0
25
50
TRAILS AT VERBENA RANCH
VERBENA RANCH PLACE
S 10TH AVE
VERBENA RANCH MEADOWS
RETAINING WALL
BLOCK 1
WITHERBEE LANE
FOREST CANAL
HEIGHTS AT VERBENA RANCH
CULVERT WITH HEADWALLS
GREYSTONE LANE
8' PATHWAY
VERBENA LANE
SEE SHEET PP-4.3
SEE SHEET PP-4.4
I:\PROJECTS\0AHO\8447 - VERBENA RANCH\ENGDEPT\REGENCY\DRAWINGS\PREPLAT\8447-ROC-S-ENG-PP.DWG-Anna Hinhng-3/24/2025 3:18 PM

PRELIMINARY GRADING
AND DRAINAGE PLAN

CITY OF CALDWELL, CANYON COUNTY, IDAHO

PRELIMINARY PLAT FOR
REGENCY AT VERBENA RANCH

NEW.	DATE	DESCRIPTION	DRAWN
1	05/28/2024	AGENCY SUBMITTAL	AH/JBS
2	10/02/2024	CITY COMMENTS	AH
3	02/24/2025	CITY COMMENTS	AH

ESE CONSULTANTS
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
1765 W. Bryan Street • Boise, ID 83702
T: 208-424-8555
ESE Consultants, Inc.

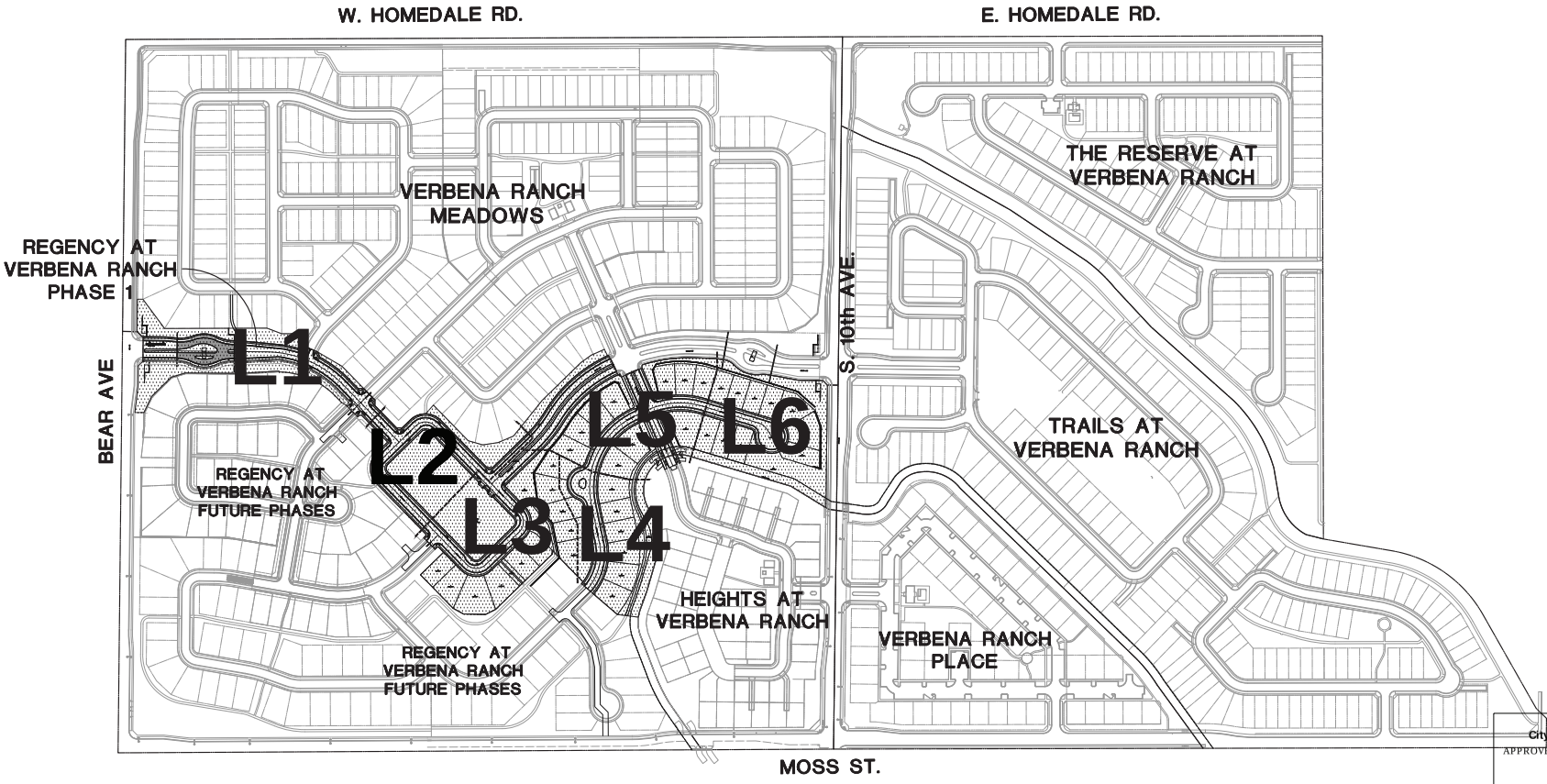
NOT APPROVED FOR CONSTRUCTION
PROFESSIONAL ENGINEER
12449
STATE OF IDAHO
JUSTIN E. BOZOVICH
AGENCY REVIEW

SCALE: AS NOTED
DATE: 01/24/2025
DESIGN: JEB
DRAWN: AH/JBS
JOB NO.: 8447
FILE NAME: M1-REC-S-GRADING
SHEET NO.: PP-5.1
SHEET NO.: 14 OF 14

PRELIMINARY
EARTHWORK QUANTITIES
CUT: 110,000 CY
FILL: 110,000 CY
NET: 0 CY

GRAPHIC SCALE
1 inch = 150ft. Horizontal
0 75 150 300 FEET

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NOTES

1. REFER TO EACH INDIVIDUAL SHEET (L1-L6) FOR COMPLETE LANDSCAPE PLANTING PLANS.
2. REFER TO SHEET L7 FOR PLANT SCHEDULE, LANDSCAPE NOTES, AND DETAILS.
3. REFER TO SHEET L8 FOR LANDSCAPE AND IRRIGATION PERFORMANCE SPECIFICATIONS.

City of Caldwell
APPROVED FOR CONSTRUCTION

NORTH
0' 200' 400' 600'
SCALE 1" = 200'

Issue Description	Date
ISSUE	10-31-25
ISSUE	11-24-25
CITY COMMENTS	1-9-26
CITY COMMENTS	2-3-26

JENSENBELTS ASSOCIATES
Site Planning
Landscape Architecture
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Boise, Idaho 83706
Ph. (208) 343-7175
www.jensenbelts.com

REGENCY AT VERBENA RANCH PHASE 1 CALDWELL, IDAHO

FINAL PLAT LANDSCAPE PLAN

Job Number 2517

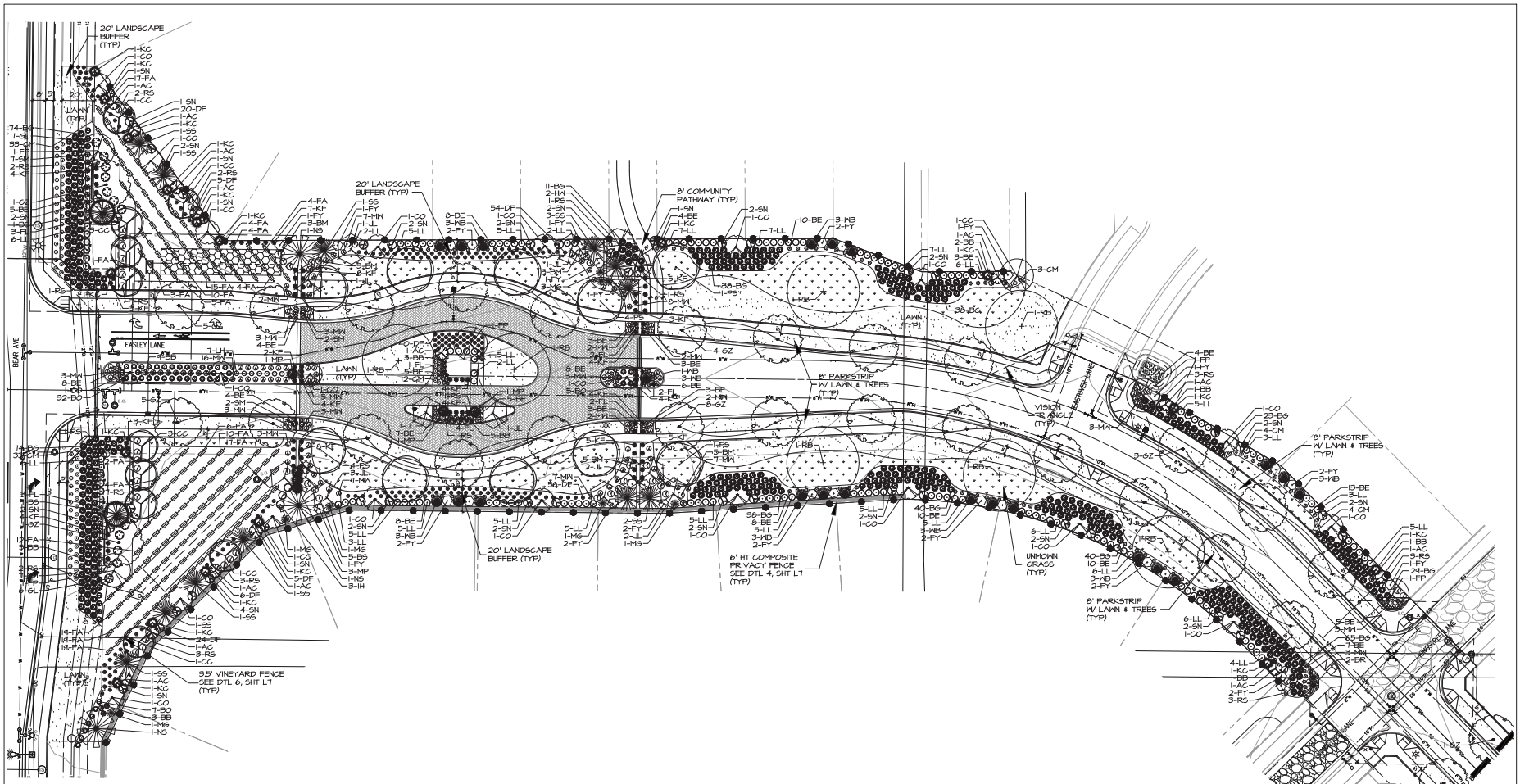
Drawn	Checked
JJN	KCS

Scale AS SHOWN

Sheet Title
OVERALL PLAN

Sheet Number
L0

1 of 9 Sheets



PLANT SCHEDULE

(REFERENCE SHEET L7)

SYM	COMMON NAME
EVERGREEN TREES	
AC	COLUMNAR BLUE ATLAS CEDAR
BS	MOREHEIM BLUE SPRUCE
KC	KARL FUCHS CEDAR
NS	NORWAY SPRUCE
SS	SERBIAN SPRUCE
WB	WICHITA BLUE JUNIPER
SHADE TREES (CLASS III)	
SO	SWAMP OAK
SHADE/STREET TREES (CLASS II)	
AE	ACCOLADE ELM
CO	CRIMSON SPIRE OAK
GZ	GREEN VASE ZELKOVA
HL	SKYLINE HONEYLOCUST
LN	LITTLELEAF LINDEN
PS	PACIFIC SUNSET MAPLE
RB	HERITAGE RIVER BIRCH
SG	SLENDER SILHOUETTE SWEETGUM
ORNAMENTAL TREES (CLASS I)	
CC	CENTURION CRABAPPLE
HM	HOTWINGS MAPLE
IL	IVORY SILK JAPANESE TREE LILAC
PP	FOREST PANSY REDBUD
SC	SPRING SNOW CRABAPPLE

SYM	COMMON NAME
SHRUBS/ORNAMENTAL GRASSES/PERENNIALS	
BB	SUNJOY ORANGE PILLAR BARBERRY
BE	BLACK EYED SUSAN
BG	BLOND AMBITION BLUE GRAMMA GRASS
BM	BLUE MIST SPIREA
BO	BLUE OAT GRASS
BR	BLUE RUG JUNIPER
CM	WALKER'S DEEP BLUE CATMINT
DF	DWARF FOUNTAIN GRASS
FA	FIVELEAF AKEBIA
FL	FINE LINE BUCKTHORN
FY	SHOWOFF FORSYTHIA
GL	GRO-LOW SUMAC
HS	HENRY'S GARNET SWEETSPIRE
IH	IVORY HALO DOGWOOD
KF	KARL FOERSTER REED GRASS
LH	LITTLE HENRY SWEETSPIRE
LL	LITTLE LIME HYDRANGEA
MS	MAIDEN GRASS
MP	DWARF MUGO PINE
MW	MIDNIGHT SUN WEIGELA
RS	RUSSIAN SAGE
SM	SLOWMOUND MUGO PINE
SN	SUMMERWINE NINEBARK

SYM	
	LAWN SOD
	UNMOWN GRASS
	6' COMPOSITE FENCE AT PERIMETER PROPERTY LINES & LANDSCAPE BUFFERS (TYP). SEE DTL 4, SHT L7.
	5' OPEN VISION BLACK IRON FENCE ALONG CANAL EASEMENTS (TYP) SEE DTL 5, SHT L7.
	3.5' VINEYARD FENCE (TYP) SEE DTL. 6, SHT L7.

NOTES

1. REFER TO SHEET L7 FOR PLANT SCHEDULE, FENCING DETAILS, LANDSCAPE NOTES & DETAILS, AND LANDSCAPE CALCULATIONS.
2. REFER TO SHEET L8 FOR LANDSCAPE AND IRRIGATION PERFORMANCE SPECIFICATIONS.

NORTH

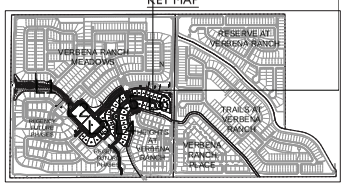
0' 30' 60' 90'

SCALE 1" = 30'

City of Caldwell
APPROVED FOR CONSTRUCTION

MATCHLINE L2
MATCHLINE L1

KEY MAP



Issue Description	Date
ISSUE	10-31-25
ISSUE	11-24-25
CITY COMMENTS	1-9-26
CITY COMMENTS	2-3-26

JENSENBELTS ASSOCIATES

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Landscape Architecture

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REGENCY AT VERBENA RANCH PHASE 1 CALDWELL, IDAHO

FINAL PLAT LANDSCAPE PLAN

Job Number 2517

Drawn	Checked
JJN	KCS

Scale AS SHOWN

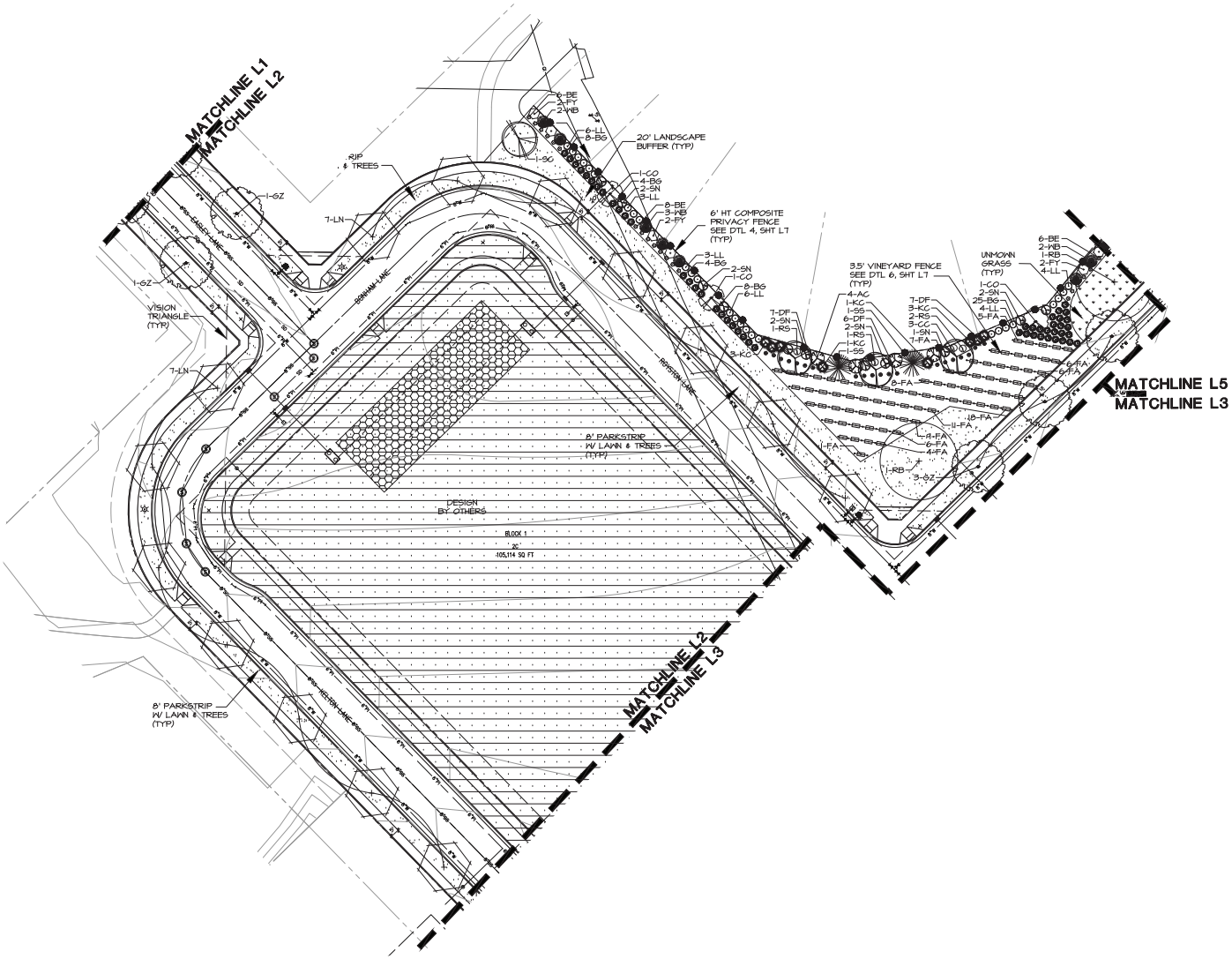
Sheet Title

LANDSCAPE PLAN

Sheet Number

L1

2 of 9 Sheets



PLANT SCHEDULE

(REFERENCE SHEET L7)

SYM	COMMON NAME
EVERGREEN TREES	
AC	COLUMNAR BLUE ATLAS CEDAR
BS	MOREHEIM BLUE SPRUCE
KC	KARL FUCHS CEDAR
NS	NORWAY SPRUCE
SS	SERBIAN SPRUCE
WB	WICHITA BLUE JUNIPER
SHADE TREES (CLASS III)	
SO	SWAMP OAK
SHADE/STREET TREES (CLASS II)	
AE	ACCOLADE ELM
CO	CRIMSON SPIRE OAK
GZ	GREEN VASE ZELKOVA
HL	SKYLINE HONEYLOCUST
LN	LITTLELEAF LINDEN
PS	PACIFIC SUNSET MAPLE
RB	HERITAGE RIVER BIRCH
SG	SLENDER SILHOUETTE SWEETGUM
ORNAMENTAL TREES (CLASS I)	
CC	CENTURION CRABAPPLE
HW	HOTWINGS MAPLE
JL	IVORY SILK JAPANESE TREE LILAC
FP	FOREST PANSY REDBUD
SC	SPRING SNOW CRABAPPLE
SHRUBS/ORNAMENTAL GRASSES/PERENNIALS	
BB	SUNJOY ORANGE PILLAR BARBERRY
BE	BLACK EYED SUSAN
BG	BLOND AMBITION BLUE GRAMMA GRASS
BH	BLUE MIST SPIREA
BO	BLUE OAT GRASS
BR	BLUE RUG JUNIPER
CM	WALKER'S DEEP BLUE CATMINT
DF	DWARF FOUNTAIN GRASS
FA	FIVELEAF AKEBIA
FL	FINE LINE BUCKTHORN
FY	SHOWOFF FORSYTHIA
GL	GRO-LOW SUMAC
HG	HENRY'S GARNET SWEETSPIRE
IH	IVORY HALO DOGWOOD
KF	KARL FOERSTER REED GRASS
LH	LITTLE HENRY SWEETSPIRE
LL	LITTLE LIME HYDRANGEA
MG	MAIDEN GRASS
MP	DWARF MUGO PINE
MM	MIDNIGHT SUN WEIGELA
RS	RUSSIAN SAGE
SM	SLOWMOUND MUGO PINE
SN	SUMMERWINE NINEBARK

LAWN SOD

UNMOWN GRASS

6' COMPOSITE FENCE AT PERIMETER PROPERTY LINES & LANDSCAPE BUFFERS (TYP). SEE DTL 4, SHT L7.

5' OPEN VISION BLACK IRON FENCE ALONG CANAL EASEMENTS (TYP) SEE DTL 5, SHT L7.

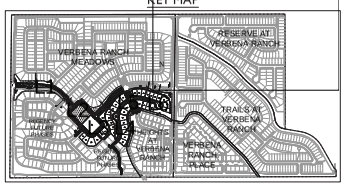
3.5' VINEYARD FENCE (TYP) SEE DTL. 6, SHT L7.

NOTES

1. REFER TO SHEET L7 FOR PLANT SCHEDULE, FENCING DETAILS, LANDSCAPE NOTES & DETAILS, AND LANDSCAPE CALCULATIONS.
2. REFER TO SHEET L8 FOR LANDSCAPE AND IRRIGATION PERFORMANCE SPECIFICATIONS.

City of Caldwell
APPROVED FOR CONSTRUCTION

KEY MAP



Issue Description	Date
ISSUE	10-31-25
ISSUE	11-24-25
CITY COMMENTS	1-9-26
CITY COMMENTS	2-3-26

JENSENBELTS ASSOCIATES

Site Planning
Landscape Architecture

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REGENCY AT VERBENA RANCH PHASE 1 CALDWELL, IDAHO

FINAL PLAT LANDSCAPE PLAN

Job Number 2517

Drawn	Checked
JJN	KCS

Scale AS SHOWN

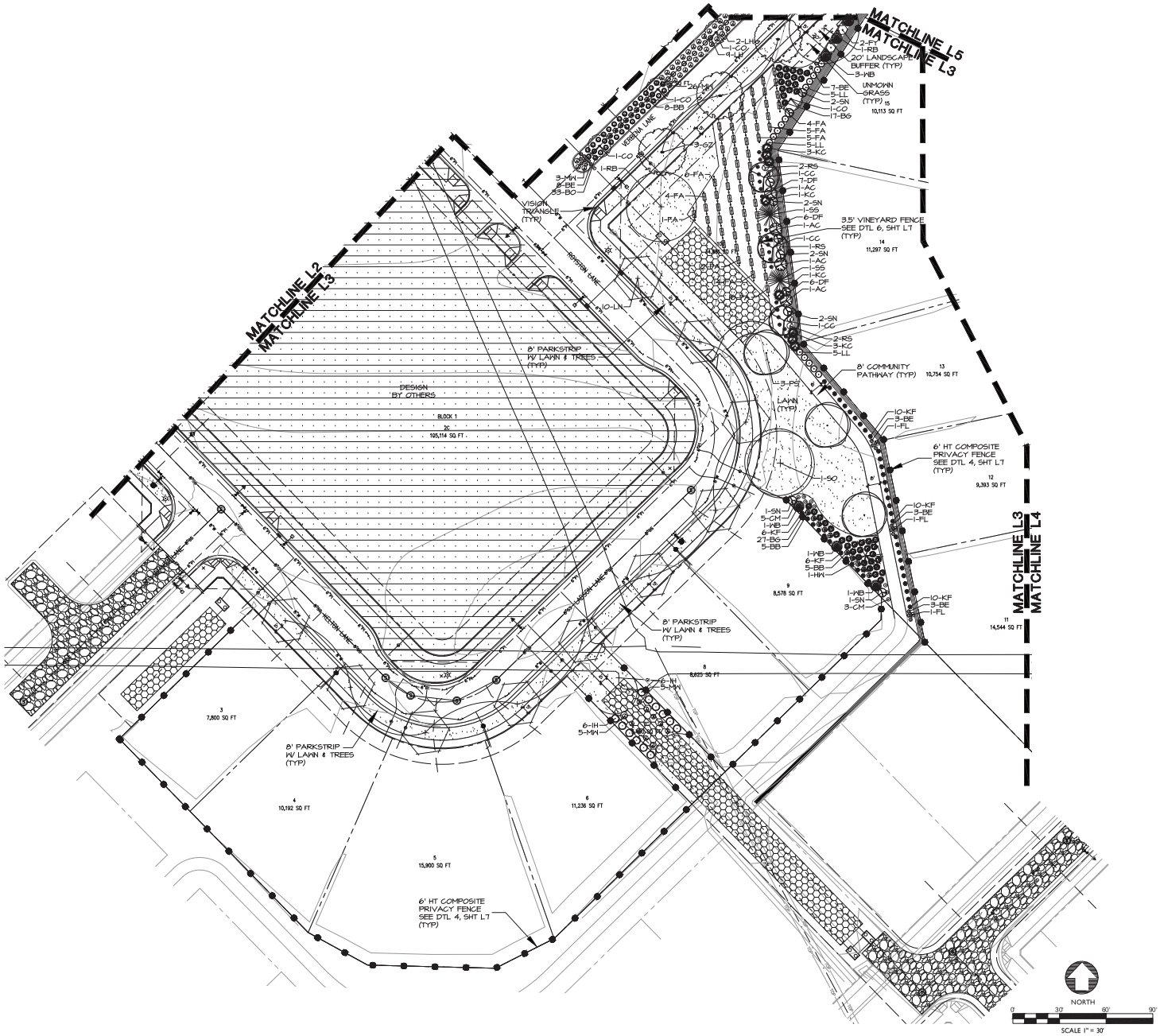
Sheet Title

LANDSCAPE PLAN

Sheet Number

L2

3 of 9 Sheets



PLANT SCHEDULE

(REFERENCE SHEET L7)

SYM	COMMON NAME
EVERGREEN TREES	
AC	COLUMNAR BLUE ATLAS CEDAR
BS	MOREHEIM BLUE SPRUCE
KC	KARL FUCHS CEDAR
NS	NORWAY SPRUCE
SS	SERBIAN SPRUCE
WB	WICHITA BLUE JUNIPER
SHADE TREES (CLASS III)	
SO	SWAMP OAK
SHADE/STREET TREES (CLASS II)	
AE	ACCOLADE ELM
CO	CRIMSON SPIRE OAK
GZ	GREEN VASE ZELKOVA
HL	SKYLINE HONEYLOCUST
LN	LITTLELEAF LINDEN
PS	PACIFIC SUNSET MAPLE
RB	HERITAGE RIVER BIRCH
SG	SLENDER SILHOUETTE SWEETGUM
ORNAMENTAL TREES (CLASS I)	
CC	CENTURION CRABAPPLE
HW	HOTWINGS MAPLE
JL	IVORY SILK JAPANESE TREE LILAC
FP	FOREST PANSY REDBUD
SC	SPRING SNOW CRABAPPLE
SHRUBS/ORNAMENTAL GRASSES/PERENNIALS	
BB	SUNJOY ORANGE PILLAR BARBERRY
BE	BLACK EYED SUSAN
BG	BLOND AMBITION BLUE GRAMMA GRASS
BM	BLUE MIST SPIREA
BO	BLUE OAT GRASS
BR	BLUE RUG JUNIPER
CM	WALKER'S DEEP BLUE CATMINT
DF	DWARF FOUNTAIN GRASS
FA	FIVELEAF AKEBIA
FL	FINE LINE BUCKTHORN
FY	SHOWOFF FORSYTHIA
GL	GRO-LOW SUMAC
HG	HENRY'S GARNET SWEETSPIRE
IH	IVORY HALO DOGWOOD
KF	KARL FOERSTER REED GRASS
LH	LITTLE HENRY SWEETSPIRE
LL	LITTLE LIME HYDRANGEA
MG	MAIDEN GRASS
MP	DWARF MUGO PINE
MM	MIDNIGHT SUN WEIGELA
RS	RUSSIAN SAGE
SM	SLOWMOUND MUGO PINE
SN	SUMMERWINE NINEBARK

LAWN SOD

UNMOWN GRASS

6' COMPOSITE FENCE AT PERIMETER PROPERTY LINES & LANDSCAPE BUFFERS (TYP). SEE DTL 4, SHT L7.

5' OPEN VISION BLACK IRON FENCE ALONG CANAL EASEMENTS (TYP) SEE DTL 5, SHT L7.

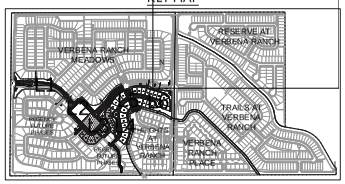
3.5' VINEYARD FENCE (TYP) SEE DTL. 6, SHT L7.

NOTES

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City of Caldwell
APPROVED FOR CONSTRUCTION

KEY MAP



Issue Description	Date
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ISSUE	11-24-25
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REGENCY AT VERBENA RANCH PHASE 1 CALDWELL, IDAHO

FINAL PLAT LANDSCAPE PLAN

Job Number 2517

Drawn	Checked
JJN	KCS
Scale	AS SHOWN

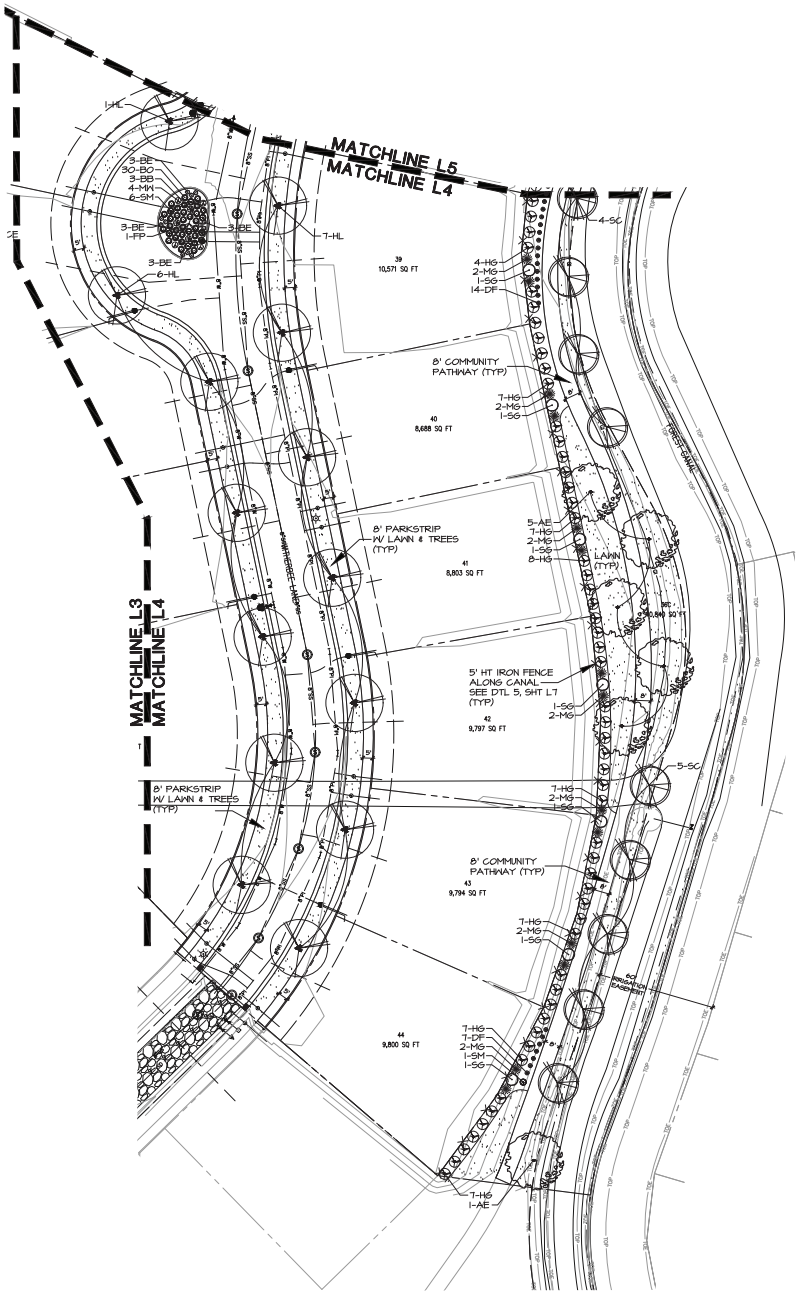
Sheet Title

LANDSCAPE PLAN

Sheet Number

L3

4 of 9 Sheets



PLANT SCHEDULE

(REFERENCE SHEET L7)

SYM	COMMON NAME
EVERGREEN TREES	
AC	COLUMNAR BLUE ATLAS CEDAR
BS	MOREHEIM BLUE SPRUCE
KC	KARL FUCHS CEDAR
NS	NORWAY SPRUCE
SS	SERBIAN SPRUCE
WB	WICHITA BLUE JUNIPER
SHADE TREES (CLASS III)	
SO	SWAMP OAK
SHADE/STREET TREES (CLASS II)	
AE	ACCOLADE ELM
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ORNAMENTAL TREES (CLASS I)	
CC	CENTURION CRABAPPLE
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SHRUBS/ORNAMENTAL GRASSES/PERENNIALS	
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BO	BLUE OAT GRASS
BR	BLUE RUG JUNIPER
CM	WALKER'S DEEP BLUE CATMINT
DF	DWARF FOUNTAIN GRASS
FA	FIVELEAF AKEBIA
FL	FINE LINE BUCKTHORN
FY	SHOWOFF FORSYTHIA
GL	GRO-LOW SUMAC
HG	HENRY'S GARNET SWEETSPIRE
IH	IVORY HALO DOGWOOD
KF	KARL FOERSTER REED GRASS
LH	LITTLE HENRY SWEETSPIRE
LL	LITTLE LIME HYDRANGEA
MG	MAIDEN GRASS
MP	DWARF MUGO PINE
MM	MIDNIGHT SUN WEIGELA
RS	RUSSIAN SAGE
SM	SLOWMOUND MUGO PINE
SN	SUMMERWINE NINEBARK

LAWN SOD

UNMOWN GRASS

6' COMPOSITE FENCE AT PERIMETER PROPERTY LINES & LANDSCAPE BUFFERS (TYP). SEE DTL 4, SHT L7.

5' OPEN VISION BLACK IRON FENCE ALONG CANAL EASEMENTS (TYP) SEE DTL 5, SHT L7.

3.5' VINEYARD FENCE (TYP) SEE DTL. 6, SHT L7.

NOTES

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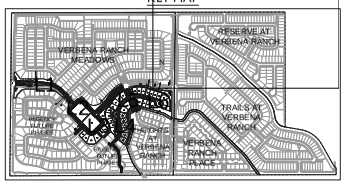
City of Caldwell
APPROVED FOR CONSTRUCTION

NORTH

0' 30' 60' 90'

SCALE 1" = 30'

KEY MAP



Issue Description	Date
ISSUE	10-31-25
ISSUE	11-24-25
CITY COMMENTS	1-9-26
CITY COMMENTS	2-3-26

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Landscape Architecture

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REGENCY AT VERBENA RANCH PHASE 1 CALDWELL, IDAHO

FINAL PLAT LANDSCAPE PLAN

Job Number 2517

Drawn	Checked
JJN	KCS
Scale	AS SHOWN

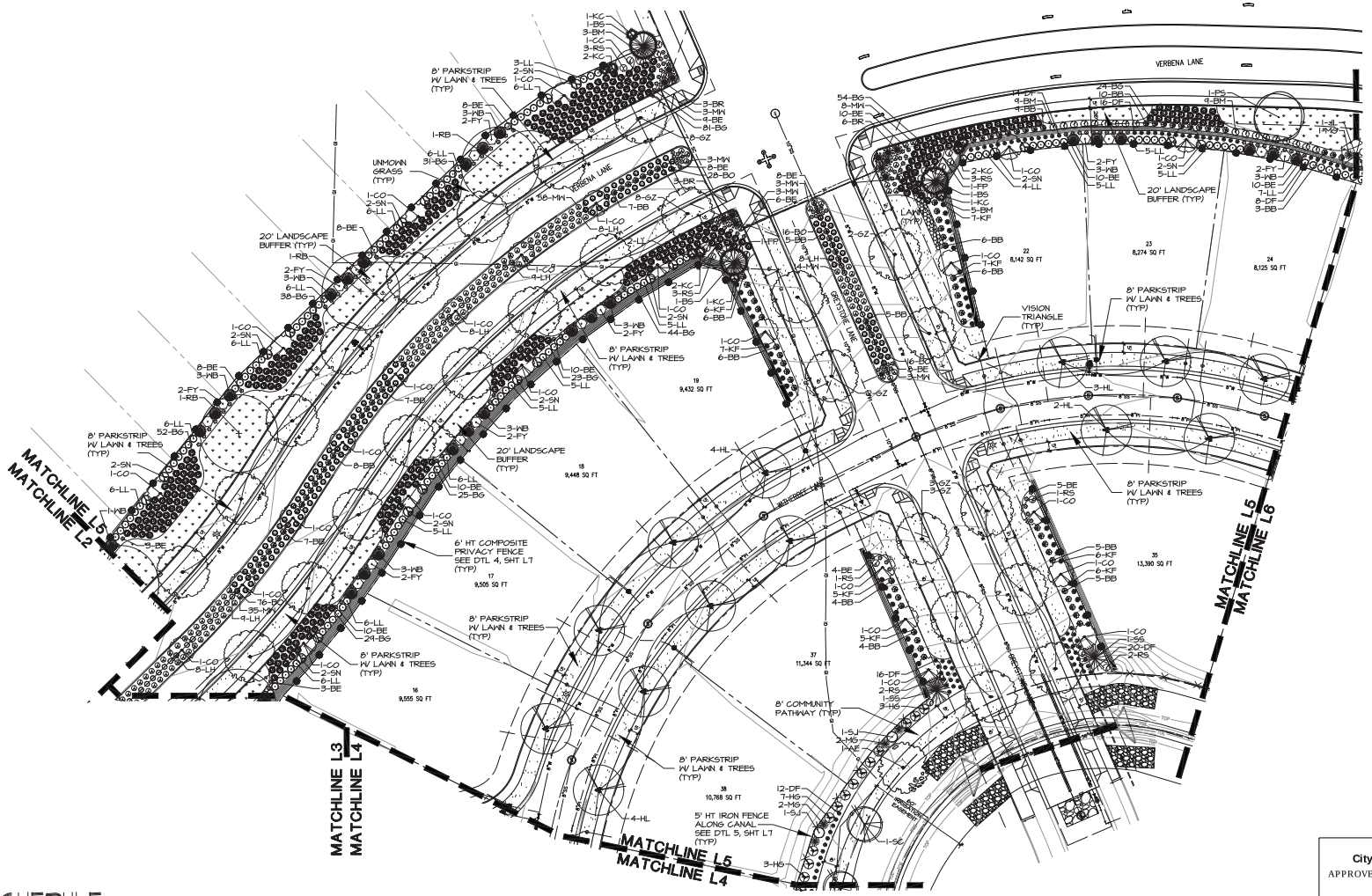
Sheet Title

LANDSCAPE PLAN

Sheet Number

L4

5 of 9 Sheets



PLANT SCHEDULE

(REFERENCE SHEET L7)

SYM	COMMON NAME
EVERGREEN TREES	
AC	COLUMNAR BLUE ATLAS CEDAR
BS	MOREHEIM BLUE SPRUCE
KC	KARL FUCHS CEDAR
NS	NORWAY SPRUCE
SS	SERBIAN SPRUCE
WB	WICHITA BLUE JUNIPER
SHADE TREES (CLASS III)	
SO	SWAMP OAK
SHADE/STREET TREES (CLASS II)	
AE	ACCOLADE ELM
CO	CRIMSON SPIRE OAK
GZ	GREEN VASE ZELKOVA
HL	SKYLINE HONEYLOCUST
LN	LITTLELEAF LINDEN
PS	PACIFIC SUNSET MAPLE
RB	HERITAGE RIVER BIRCH
SG	SLENDER SILHOUETTE SWEETGUM
ORNAMENTAL TREES (CLASS I)	
CG	CENTURION CRABAPPLE
HM	HOTWINGS MAPLE
JL	IVORY SILK JAPANESE TREE LILAC
RP	FOREST PANSY REDBUD
SC	SPRING SNOW CRABAPPLE

SYM	COMMON NAME
SHRUBS/ORNAMENTAL GRASSES/PERENNIALS	
BB	SUNJOY ORANGE PILLAR BARBERRY
BE	BLACK EYED SUSAN
BG	BLOND AMBITION BLUE GRAMMA GRASS
BM	BLUE MIST SPIREA
BO	BLUE OAT GRASS
BR	BLUE RUG JUNIPER
CM	WALKER'S DEEP BLUE CATMINT
DF	DWARF FOUNTAIN GRASS
FA	FIVELEAF AKEBIA
FL	FINE LINE BUCKTHORN
FY	SHOWOFF FORSYTHIA
GL	GRO-LOW SUMAC
HG	HENRY'S GARNET SWEETSPIRE
IH	IVORY HALO DOGWOOD
KF	KARL FOERSTER REED GRASS
LH	LITTLE HENRY SWEETSPIRE
LL	LITTLE LIME HYDRANGEA
MG	MAIDEN GRASS
MP	DWARF MUGO PINE
MN	MIDNIGHT SUN WEIGELA
RS	RUSSIAN SAGE
SM	SLOWMOUND MUGO PINE
SN	SUMMERWINE NINEBARK

SYM	
	LAWN SOD
	UNMOWN GRASS
	6' COMPOSITE FENCE AT PERIMETER PROPERTY LINES & LANDSCAPE BUFFERS (TYP). SEE DTL 4, SHT L7.
X X X	5' OPEN VISION BLACK IRON FENCE ALONG CANAL EASEMENTS (TYP) SEE DTL 5, SHT L7.
	3.5' VINEYARD FENCE (TYP) SEE DTL. 6, SHT L7.

NOTES

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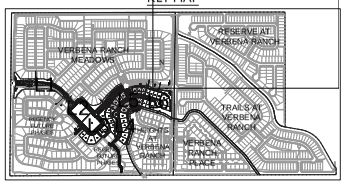
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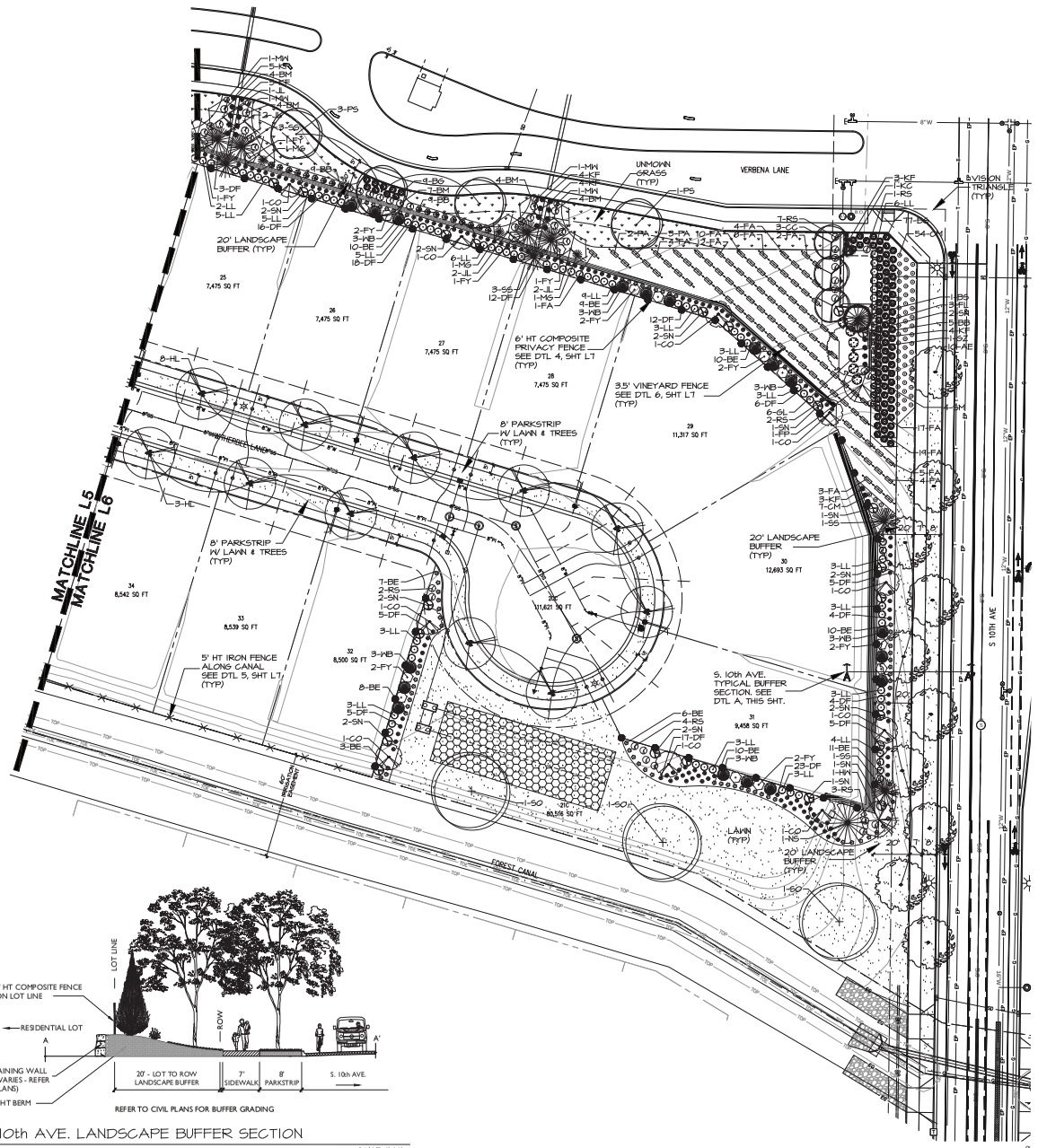
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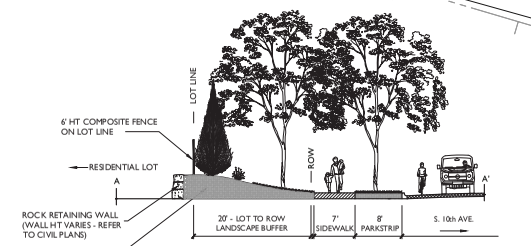
LANDSCAPE PLAN

Sheet Number

L5

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Ⓐ S. 10th AVE. LANDSCAPE BUFFER SECTION

SCALE: 1"=10'

PLANT SCHEDULE

(REFERENCE SHEET L7)

SYM	COMMON NAME
EVERGREEN TREES	
AC	COLUMNAR BLUE ATLAS CEDAR
BS	MOREHEIM BLUE SPRUCE
KC	KARL FUCHS CEDAR
NS	NORWAY SPRUCE
SS	SERBIAN SPRUCE
WB	WICHITA BLUE JUNIPER
SHADE TREES (CLASS III)	
SO	SWAMP OAK
SHADE/STREET TREES (CLASS II)	
AE	ACCOLADE ELM
CO	CRIMSON SPIRE OAK
GZ	GREEN VASE ZELKOVA
HL	SKYLINE HONEYLOCUST
LN	LITTLELEAF LINDEN
PS	PACIFIC SUNSET MAPLE
RB	HERITAGE RIVER BIRCH
SG	SLENDER SILHOUETTE SWEETGUM
ORNAMENTAL TREES (CLASS I)	
CC	CENTURION CRABAPPLE
HW	HOTWINGS MAPLE
JL	IVORY SILK JAPANESE TREE LILAC
FP	FOREST PANSY REDBUD
SC	SPRING SNOW CRABAPPLE
SHRUBS/ORNAMENTAL GRASSES/PERENNIALS	
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BE	BLACK EYED SUSAN
BG	BLOND AMBITION BLUE GRAMMA GRASS
BM	BLUE MIST SPIREA
BO	BLUE OAT GRASS
BR	BLUE RUG JUNIPER
CM	WALKER'S DEEP BLUE CATMINT
DF	DWARF FOUNTAIN GRASS
FA	FIVELEAF AKEBIA
FL	FINE LINE BUCKTHORN
FY	SHOWOFF FORSYTHIA
GL	GRO-LOW SUMAC
HG	HENRY'S GARNET SWEETSPIRE
IH	IVORY HALO DOGWOOD
KF	KARL FOERSTER REED GRASS
LH	LITTLE HENRY SWEETSPIRE
LL	LITTLE LIME HYDRANGEA
MG	MAIDEN GRASS
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LAWN SOD

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6' COMPOSITE FENCE AT PERIMETER PROPERTY LINES & LANDSCAPE BUFFERS (TYP). SEE DTL 4, SHT L7.

5' OPEN VISION BLACK IRON FENCE ALONG CANAL EASEMENTS (TYP) SEE DTL 5, SHT L7.

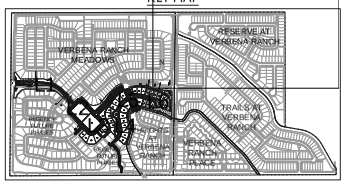
3.5' VINEYARD FENCE (TYP) SEE DTL. 6, SHT L7.

NOTES

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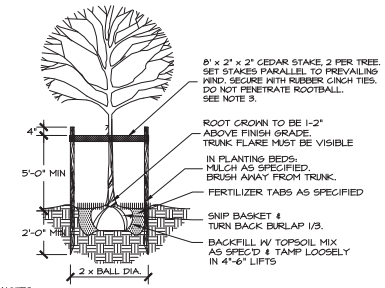
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LANDSCAPE PLAN

Sheet Number

L6

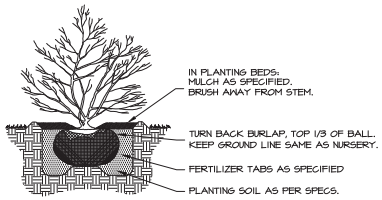
7 of 9 Sheets



NOTES:
1. REMOVE ALL TWINE, ROPE, OR BINDINGS FROM ALL TRUNKS.
2. REMOVE BURLAP AND WIRE BASKETS FROM THE TOP 1/3 OF ALL ROOT BALLS AFTER PLANTING. IF SYNTHETIC WRAP/BURLAP IS USED, IT MUST BE COMPLETELY REMOVED.
3. STAKING OF TREES TO BE THE CONTRACTOR'S OPTION; HOWEVER, THE CONTRACTOR IS RESPONSIBLE TO INSURE THAT ALL TREES ARE PLANTED STRAIGHT AND REMAIN STRAIGHT FOR A MIN OF 1 YEAR. ALL STAKING SHALL BE REMOVED AT THE END OF THE 1 YEAR WARRANTY PERIOD.
4. TREES PLANTED IN TURF AREAS: REMOVE TURF 3' DIA. FROM TREE TRUNK.

(1) TREE PLANTING/STAKING

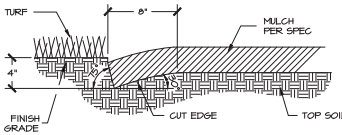
NOT TO SCALE



NOTE: DIG HOLE TWICE THE SIZE OF ROOTBALL.

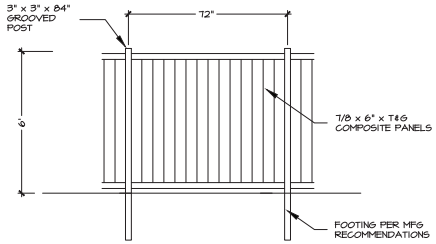
(2) SHRUB PLANTING

NOT TO SCALE



(3) PLANTER CUT BED EDGE

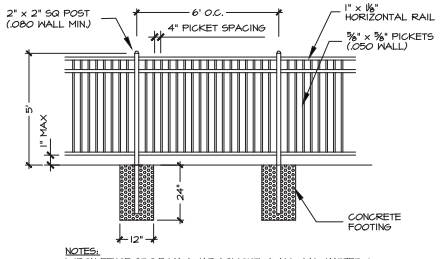
NOT TO SCALE



NOTES:
1. INSTALL PER MANUFACTURERS RECOMMENDATIONS/REQUIREMENTS.
2. FENCE TO STEP DOWN TO 3' HEIGHT 20' FROM ROW.
3. COLOR TO BE BROWN.

(4) 6' SOLID COMPOSITE FENCE

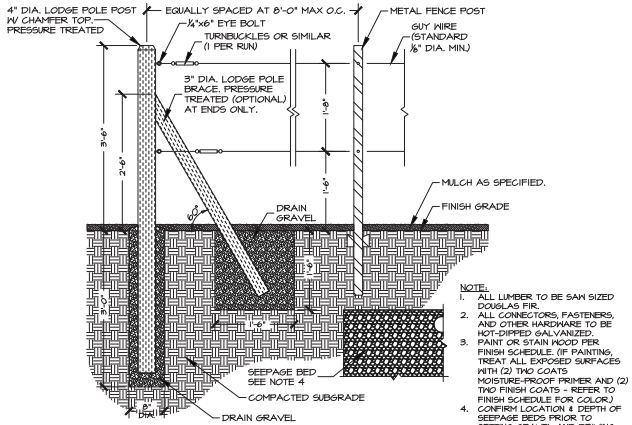
NOT TO SCALE



NOTES:
1. IRON FENCE STYLE MAY VARY SLIGHTLY. ALL GALVANIZED & POWDERCOATED BLACK.

(5) IRON FENCE

NOT TO SCALE



NOTE:
1. ALL LUMBER TO BE SAW SIZED DOUGLAS FIR.
2. ALL CONNECTORS, FASTENERS, AND OTHER HARDWARE TO BE HOT-DIPPED GALVANIZED.
3. PAINT OR STAIN WOOD PER FINISH SCHEDULE. (IF PAINTING, TREAT ALL EXPOSED SURFACES WITH (2) TWO COATS MOISTURE-PROOF PRIMER AND (2) TWO FINISH COATS - REFER TO FINISH SCHEDULE FOR COLOR.)
4. CONFIRM LOCATION & DEPTH OF SEEPAGE BEDS PRIOR TO SETTING GRAVEL AND DRIVING POSTS. DO NOT PUNCTURE.

(6) VINEYARD FENCE

NOT TO SCALE

LANDSCAPE CALCULATIONS

LANDSCAPE BUFFER TREES:

LOCATION	BUFFER WIDTH	LENGTH	PROVIDED
10TH AVE.	20'	430'	12 CLASS II TREES x 35' = 420' 1 CLASS I TREES x 25' = 25' 445' (+5 EVERGREENS)
BEAR AVE.	20'		

* BEAR AVE. LANDSCAPE BUFFER WILL BE CALCULATED WITH FUTURE PHASES TO THE NORTH AND SOUTH OF SUBDIVISION ENTRY.

LANDSCAPE BUFFER SHRUBS:

LOCATION	REQUIRED	PROVIDED
10TH AVE.	430'/4' = 108 SHRUBS	210 SHRUBS TO BE PROVIDED IN LANDSCAPE BUFFER
BEAR AVE.	310'/4' = 78 SHRUBS	266 SHRUBS TO BE PROVIDED IN LANDSCAPE BUFFER

LANDSCAPE BUFFER LAWN:

LOCATION	TOTAL BUFFER AREA	LAWN % PROVIDED
10TH AVE.	8,535 SF	4,180 SF/8,535 SF = 49% LAWN
BEAR AVE.	8,810 SF	3,040 SF/8,810 SF = 35% LAWN

COMMUNITY PATHWAY TREES & SHRUBS:

WIDTH	LENGTH	REQUIRED	PROVIDED
8'	715'	715'/40' = 18 TREES 715'/100' x 15 = 107 SHRUBS	24 TREES 138 SHRUBS (+2 EVERGREENS)

PLANT SCHEDULE

SYM	COMMON NAME	BOTANICAL NAME	SIZE
EVERGREEN TREES			
AC	COLUMNAR BLUE ATLAS CEDAR	CEDRUS ATLANTICA 'FASTIGIATA'	6-8' HT B&B
BS	MOREHEIM BLUE SPRUCE	PICEA PUNGENS 'MOERHEIM'	6-8' HT B&B
KC	KARL FUCHS CEDAR	CEDRUS DEODARA 'KARL FUCHS'	6-8' HT B&B
NS	NORWAY SPRUCE	PICEA ABIES	6-8' HT B&B
SS	SERBIAN SPRUCE	PICEA OMORIKA	6-8' HT B&B
WB	WICHITA BLUE JUNIPER	JUNIPERUS SCOPULORUM 'WICHITA BLUE'	6-8' HT B&B
SHADE TREES (CLASS III)			
SO	SWAMP OAK	QUERCUS BICOLOR	2" CAL B&B
SHADE/STREET TREES (CLASS II)			
AE	ACCOLADE ELM	ULMUS DAVIDIANA 'MORTON'	2" CAL B&B
CO	CRIMSON SPIRE OAK	QUERCUS ROBUR x G. ALBA 'CRIMSCHMIDT'	2" CAL B&B
GZ	GREEN VASE ZELKOVA	ZELKOVA SERRATA 'GREEN VASE'	2" CAL B&B
HL	SKYLINE HONEYLOCUST	GLEDITSIA TRIACANTHOS INERMIS 'SKYCOLE'	2" CAL B&B
LN	LITTLELEAF LINDEN	TILIA CORDATA	2" CAL B&B
PS	PACIFIC SUNSET MAPLE	ACER TRUNCATUM x PLAT. 'WARRENRED'	2" CAL B&B
RB	HERITAGE RIVER BIRCH	BETULA NIGRA 'CULLY'	2" CLUMP
SG	SLENDER SILHOUETTE SWEETGUM	LIQUIDAMBER STYRACIFLUA 'SLENDER SIHOUETTE'	2" CAL B&B
ORNAMENTAL TREES (CLASS I)			
CC	CENTURION CRABAPPLE	MALUS sp. 'CENTZAM'	2" CAL B&B
HW	HOTWINGS MAPLE	ACER TATARICUM 'GARANN'	6-8' HT. MULTI-STEM
JL	IVORY SILK JAPANESE TREE LILAC	SYRINGA RETICULATA 'IVORY SILK'	2" CAL B&B
FP	FOREST PANSY REDBUD	CERCIS CANADENSIS 'FOREST PANSY'	2" CAL B&B
SC	SPRING SNOW CRABAPPLE	MALUS 'SPRINGSNOW'	2" CAL B&B
SHRUBS/ORNAMENTAL GRASSES/PERENNIALS			
BB	SUNJOY ORANGE PILLAR BARBERRY	BERBERIS THUNBERGII 'NCBT3'	3 GAL
BE	BLACK EYED SUSAN	RUDBECKIA FULGIDA 'GOLDSTRUM'	1 GAL
BG	BLOND AMBITION BLUE GRAMMA GRASS	BOUTELOUA GRACILIS 'BLONDE AMBITION'	1 GAL
BM	BLUE MIST SPIREA	CARYOPTERIS x CLANDONENSIS 'BLUE MIST'	3 GAL
BO	BLUE OAT GRASS	HELICTOTRICHON SEMPERVIRENS	1 GAL
BR	BLUE RUG JUNIPER	JUNIPERUS HORIZONTALIS 'WILTONII'	2 GAL
CM	WALKER'S DEEP BLUE CATMINT	NEPETA x 'WALKER'S DEEP BLUE'	1 GAL
DF	DWARF FOUNTAIN GRASS	PENNISETUM ALOPECUROIDES 'HAMELN'	1 GAL
FA	FIVELEAF AKEBIA	AKEBIA QUINATA	2 GAL
FL	FINE LINE BUCKTHORN	RHAMNUS FRAGULA 'RON WILLIAMS'	5 GAL
FY	SHOWOFF FORSYTHIA	FORSYTHIA x INTERMEDIA 'MINDOR'	5 GAL
GL	GRO-LOW SUMAC	RHUS AROMATICA 'GRO-LOW'	3 GAL
HG	HENRY'S GARNET SWEETSPIRE	ITEA VIRGINICA 'HENRY'S GARNET'	5 GAL
IH	IVORY HALO DOGWOOD	CORNUS ALBA 'BAILHALO'	5 GAL
KF	KARL FOERSTER REED GRASS	CALAMAGROSTIS ARUNDINACEA 'K.F.'	1 GAL
LH	LITTLE HENRY SWEETSPIRE	ITEA VIRGINICA 'SPRICH'	3 GAL
LL	LITTLE LIME HYDRANGEA	HYDRANGEA PANICULATA 'JANE'	5 GAL
MG	MAIDEN GRASS	MISCANTHUS SINENSIS 'GRACILLIMUS'	1 GAL
MP	DWARF MUGO PINE	PINUS MUGO var. PUMILIO	5 GAL
MW	MIDNIGHT SUN WEIGELA	WEIGELA FLORIDA 'VERWEIG4'	2 GAL
RS	RUSSIAN SAGE	PEROVSKIA ATRIPLICIFOLIA	2 GAL
SM	SLOWMOUND MUGO PINE	PINUS MUGO 'SLOWMOUND'	3 GAL
SN	SUMMERWINE NINEBARK	PHYSOCARPUS OPULIFOLIA 'SEWARD'	5 GAL

LAWN SOD

UNMOWN GRASS

6' COMPOSITE FENCE AT PERIMETER PROPERTY LINES & LANDSCAPE BUFFERS (TYP). SEE DTL 4, THIS SHT.

5' OPEN VISION BLACK IRON FENCE ALONG CANAL EASEMENTS (TYP) SEE DTL 5, THIS SHT.

3.5' VINEYARD FENCE (TYP) SEE DTL. 6, THIS SHT.

NOTES

1. ALL PLANTING AREAS SHALL BE INSTALLED BE IN ACCORDANCE WITH CITY OF CALDWELL CODE. REFER TO SHEET L8 - SPEC SECTION 32 90 00 - LANDSCAPE SPECIFICATIONS.
2. ALL PLANTING AREAS TO BE WATERED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM. REFER TO SHEET L8 - SPEC SECTION 32 84 00 - IRRIGATION PERFORMANCE SPECIFICATIONS.
3. LOCATE AND PROTECT ALL UTILITIES DURING CONSTRUCTION.
4. TREES SHALL NOT BE PLANTED WITHIN THE 10-FOOT CLEAR ZONE OF ALL STORM DRAIN PIPE, STRUCTURES, OR FACILITIES. ACCESS TO INLETS AND OUTLETS OF DRAINAGE AREAS SHALL NOT BE PLANTED WITH TREES, SHRUBS, OR ANY LANDSCAPING THAT WOULD IMPEDE HEAVY EQUIPMENT VEHICLE ACCESS. SEEPAGE BEDS MUST BE PROTECTED FROM ANY AND ALL CONTAMINATION DURING THE CONSTRUCTION AND INSTALLATION OF THE LANDSCAPE IRRIGATION SYSTEM. ALL SHRUBS PLANTED OVER OR ADJACENT TO SEEPAGE BEDS TO HAVE A ROOT BALL THAT DOES NOT EXCEED 18" IN DIAMETER. NO LAWN SOD TO BE PLACED OVER DRAINAGE SWALE SAND WINDOWS. LANDSCAPING WITHIN
5. NO TREES SHALL IMPEDE THE 40' VISION TRIANGLE AT ALL INTERSECTIONS. NO CONIFEROUS TREES OR SHRUBS OVER 3' HIGH AT MATURITY WILL BE LOCATED WITHIN SIGHT TRIANGLE OR ROW. AS TREES MATURE, THE OWNER SHALL BE RESPONSIBLE FOR PRUNING TREE CANOPIES TO MEET REQUIREMENTS FOR MAINTAINING CLEAR VISIBILITY WITHIN 40' STREET VISION TRIANGLE.
6. TREES SHALL BE PLANTED NO CLOSER THAN 50' FROM INTERSECTION STOP SIGNS.
7. CLASS II TREES AND LANDSCAPE IN FRONT OF BUILDING LOTS ON INTERIOR STREETS TO BE COMPLETED DURING CONSTRUCTION ON THESE LOTS. TREE LOCATIONS MAY BE ALTERED TO ACCOMMODATE DRIVEWAYS AND UTILITIES. TREES MUST BE CLASS II AND SHALL NOT BE PLANTED WITHIN 5' OF WATER METERS OR UNDERGROUND UTILITY LINES.
8. AMENITIES ARE SHOWN SCHEMATICALLY. FINAL DESIGN BY OTHERS. AMENITIES MAY VARY SLIGHTLY IN FINAL DESIGN FOR AMENITY CONFIGURATIONS AND ADA COMPLIANCE.
9. PLANT LIST IS SUBJECT TO SUBSTITUTIONS OF SIMILAR SPECIES DUE TO PLANT MATERIAL AVAILABILITY. BURLAP AND WIRE BASKETS TO BE REMOVED FROM ROOT BALL AS MUCH AS POSSIBLE, AT LEAST HALFWAY DOWN THE BALL OF THE TREE. ALL NYLON ROPES TO BE COMPLETELY REMOVED FROM TREES.
10. THERE ARE NO EXISTING TREES ON SITE. NO MITIGATION IS REQUIRED.

COMMON OPEN SPACE:

	REQUIRED	PROVIDED
	109,360 SF / 5000 = 22 TREES	175 TREES
* FUTURE PHASE COMMON AREAS	94,750 SF / 5000 = 19 TREES	231 TREES
* COMMON AREA BY OTHERS	105,114 SF / 5000 = 21 TREES	N/A

NUMBER OF TREES PROVIDED ON BUFFER:	18 TREES
NUMBER OF TREES PROVIDED ALONG COMMUNITY PATHWAY:	31 TREES
NUMBER OF TREES PROVIDED WITHIN RESIDENTIAL PARKSTRIPS:	42 TREES
NUMBER OF TREES PROVIDED ON COMMON LOTS:	175 TREES
COMMON LOT TREES APPLIED TOWARD FUTURE PHASE REQUIREMENTS:	231 TREES
TOTAL NUMBER OF TREES:	497 TREES

City of Caldwell
APPROVED FOR CONSTRUCTION

DEVELOPER/PLANNER
TOLL SOUTHWEST LLC
3103 W. SHERYL DR., STE. 100
MERIDIAN, ID 83642
Phone (208) 713-3847

ENGINEER
ESE CONSULTANTS, INC.
JUSTIN BOZOVICH, P.E.
3103 W. SHERYL DR., STE. 100
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Phone (208) 424-0020

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REGENCY AT VERBENA RANCH
PHASE 1
CALDWELL, IDAHO

FINAL PLAT LANDSCAPE PLAN

Job Number 2517

Drawn JJN | Checked KCS
Scale AS SHOWN
Sheet Title
LANDSCAPE DETAILS

Sheet Number
L7
8 of 9 Sheets

SECTION 32 90 00 - LANDSCAPE WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections.

1.2 SUMMARY
A. This Section includes provision for the following items:
1. Trees.
2. Shrubs; Ground cover.
3. Lawns.
4. Topsoil and Soil Amendments.
5. Miscellaneous Landscape Elements.
6. Initial maintenance of landscape materials.
B. Related Sections: The following sections contain requirements.
1. Underground sprinkler system is specified in Section 32 84 00 - Irrigation

1.3 QUALITY ASSURANCE
A. Subcontract landscape work to a single firm specializing in landscape work.
B. Source Quality Control:
1. General: Ship landscape materials with certificates of inspection required by governing authorities. Comply with regulations applicable to landscape materials.
2. Do not make substitutions. If specified landscape material is not obtainable, submit proof of non-availability to Architect, with proposal for use of equivalent material.
3. Analysis and Standards: Package standard products with manufacturer's certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agriculture Chemists, wherever applicable.
4. Trees, Shrubs and Groundcovers: Provide trees, shrubs, and groundcovers of quantity, size, genus, species, and variety shown and scheduled for work complying with recommendations and requirements of ANSI Z60.1 "American Standard for Nursery Stock". Provide healthy, vigorous stock, grown in recognized nursery in accordance with good horticultural practice and free of disease, insects, eggs, larvae, and defects such as knots, sun-scald, injuries, abrasions, or disfigurement.
5. Label at least one tree and one shrub of each variety with attached waterproof tag with legible designation of botanical and common name.
a. Where formal arrangements or consecutive order of trees or shrubs are shown, select stock for uniform height and spread.
6. Inspection: The Architect may inspect trees and shrubs either at place of growth or at site before planting, for compliance with requirements for genus, species, variety, size, and quality. Architect retains right to further inspect trees and shrubs for size and condition of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from project site.

1.4 SUBMITTALS
A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.
B. Plant and Material Certifications:
1. Certificates of inspection as required by governmental authorities.
2. Manufacturer's or vendor's certified analysis for soil amendments and fertilizer materials.
3. Label data substantiating that plants, trees, shrubs and planting materials comply specified requirements.
4. Seed vendor's certified statement for each grass seed mixture required, stating botanical and common name, percentages by weight, and percentages of purity, germination, and weed seed for each grass seed species.
C. Mulch: Submit 1 gal bag of mulch sample for approval.

1.5 DELIVERY, STORAGE AND HANDLING
A. Seed shall be delivered to site in unopened container, with seed and inert material content clearly marked on outside of container. Container shall be stored on site for tally.
B. Sod: Time delivery so that sod will be placed within 24 hours after stripping. Protect sod against drying and breaking of rolled strips.
C. Trees and Shrubs: Provide freshly dug trees and shrubs. Do not prune prior to delivery unless otherwise approved by Architect. Do not bend or bind-tie trees or shrubs in such manner as to damage bark, break branches, or destroy natural shape. Provide protective covering during delivery. Do not drop balled and burlapped stock during delivery.
D. Deliver trees and shrubs after preparations for planting have been completed and plant immediately. If planting is delayed more than 6 hours after delivery, set trees and shrubs in shade, protect from weather and mechanical damage, and keep roots moist by covering with mulch, burlap or other acceptable means of retaining moisture.
E. Do not remove container-grown stock from containers until planting time.
F. Do not drop or dump materials from vehicles during delivery or handling. Avoid any damage to rootballs during deliver, storage and handling.

1.6 JOB CONDITIONS
A. Utilities: Determine location of underground utilities and work in a manner which will avoid possible damage. Hand excavate, as required. Maintain grade stakes until removal is mutually agreed upon by parties concerned.
B. Excavation: When conditions detrimental to plant growth are encountered, such rubble fill, adverse drainage conditions, or obstructions, notify Architect before planting.
C. Adjacent Landscape: Protect planted areas adjacent to construction area. Replace or recondition to prior conditions at project completion.

1.7 SEQUENCING AND SCHEDULING
A. Planting Time: Proceed with, and complete landscape work as rapidly as portions of site become available, working within seasonal limitations for each kind of landscape work required.
1. Plant or install all plant materials during normal planting seasons from 15 March to 15 November.
2. Correlate planting with specified maintenance periods to provide maintenance from date of substantial completion.
B. Coordination with Lawns: Plant trees and shrubs after final grades are established and prior to planting of lawns, unless otherwise acceptable to Architect. If planting of trees and shrubs occurs after lawn work, protect lawn areas and promptly repair damage to lawns resulting from planting operations.

1.8 SPECIAL PROJECT WARRANTY
A. Warranty lawns through specified lawn maintenance period, until Final Project Acceptance.
B. Warranty trees and shrubs, for a period of one year after date of substantial completion, against defects including death and unsatisfactory growth, except for defects resulting from neglect by Owner, abuse or damage by others, or unusual phenomena or incidents beyond Landscape Installer's control.
C. Remove and replace trees, shrubs, or other plants dead or in unhealthy condition during warranty period. Make replacements during growth season following end of warranty period. Replace trees and shrubs which are in doubtful condition at end of warranty period, unless, in opinion of Architect, it is advisable to extend warranty period for a full growing season.

PART 2 - PRODUCTS

2.1 TOPSOIL
A. If deemed usable, native topsoil shall be stockpiled for re-use in landscape work. Topsoil shall be fertile, friable, natural loam, surface soil, reasonable free of subsoil, clay lumps, brush, weeds, roots, stones, stones larger than 1 inch in any dimension, and other extraneous or toxic matter harmful to plant growth.
1. Contractor shall send a minimum of three (3) representative topsoil samples for testing. See testing requirements below. Contractor is responsible for whatever soil additives are recommended by the tests. Submit to Architect for approval. Compost will be added to other additives and added regardless of test results.
B. If quantity of stockpiled topsoil is insufficient, contractor to provide imported topsoil that is fertile, friable, natural loam, surface soil, reasonably free of subsoil, clay lumps, brush, weeds and other litter, and free of roots, stumps, stones larger than 1 inches in any dimension, and other extraneous or toxic matter harmful to plant growth.
1. Obtain topsoil from local sources or areas with similar soil characteristics to that of project site. Obtain topsoil only from naturally well-drained sites where topsoil occurs in a depth of not less than 4 inches. Do not obtain from bogs or marshes.
2. Composition: Topsoil shall contain from 1 to 20% organic matter as determined by the Organic Carbon, 6A, Chemical Analysis Method described in USDA Soil Survey Investigation Report No. 1. Maximum particle size, 3/4 inch, with maximum 3% retained on 1/4-inch screen.
Other components shall conform to the following limits:

pH	6.5 to 7.5
Soluble Salts	600 ppm maximum
Silt	25-50%
Clay	10-30%
Sand	20-50%

3. Contractor shall submit representative soil report on imported topsoil proposed for use for approval. Report shall meet standards below. Contractor is responsible for whatever soil additives are recommended by the test. Compost will be in addition to other additives and added regardless of test results.

C. Soil Testing
1. Soil tests are required for this project (see above for requirements). Test shall be provided as follows:
a. Provide certified analysis at time of sample submitted (three samples imported topsoil). Amend soils per chemist's recommendations and as herein specified unless otherwise approved by Architect.
2. Test shall include, but not limited to recommendations on chemical distributions, organic contents, pH factors, and sieve analysis as necessary. Test #1T by Western Laboratories (1-800-658-3858) is required.
3. Contractor is responsible for whatever soil additives are recommended by the soil testing laboratory.
4. Contractor shall coordinate, obtain and pay for all soil tests.
5. If objective evaluation reveals weeds present in the soil, remove all resultant growth including roots throughout one-year period after acceptance of work, at no cost to Owner.

2.2 pH ADJUSTERS
A. When pH does not comply with this specification, commercial grade aluminum sulfate shall be used to adjust soil pH.

2.3 SOIL AMENDMENTS
A. Compost: Compost: "Cascade Compost" from Cloverdale Nursery (208) 375-5262 and NuSoil Compost (208) 629-6912 or approved equal in equal amounts by volume.
B. Commercial Fertilizer: Fertilizer shall be complete, standard commercial brand fertilizer. It shall be free-flowing and packaged in new waterproof, non-overlaid bags clearly labeled as to weight, manufacturer, and content. Protect materials from deterioration during delivery and while stored at site.
1. Commercial fertilizer "A" for trees and shrubs during planting; slow release Agriform Planting Sgram tablets 20-10-5 type or equal.
2. Commercial fertilizer "B" for lawn areas, applied to bed prior to seeding or sodding, to be 16-16-17 applied at the rate of ten pounds per acre.
3. Commercial fertilizer "C" for lawn areas three to four weeks after planting (sod) or after first mowing (seed). Organic Fertilizer Milorganite (6-0-2) type or equal.
C. Herbicide: Pre-emergent for topical application in planting beds. Oxiadiazon 2G brand or pre-approved equal. Use in accordance with manufacturer's recommendation on all planting beds.

2.4 PLANT MATERIALS
A. Quality: Provide trees, shrubs, and other plants of size, genus, species, and variety shown for landscape work and complying with recommendations and requirements of ANSI Z60.1 "American Standard for Nursery Stock".
B. Deciduous Trees: Provide trees of height and caliper scheduled or shown with branching configuration recommended by ANSI Z60.1 for type and species required. Single stem trees except where special forms are shown or listed.
C. Deciduous Shrubs: Provide shrubs of the height shown or listed, not less than minimum number of canes required by ANSI Z60.1 for type and height of shrub.
D. Coniferous and Broadleaved Evergreens: Provide evergreens of sizes shown or listed. Dimensions indicate minimum spread for spreading and semi-spreading type evergreens and height for other types, such as globe, dwarf, cone, pyramidal, broad upright, and columnar. Provide normal quality evergreens with well balanced form complying with requirements for other size relationships to the primary dimension shown.

2.5 GRASS MATERIALS
A. Lawn sod: Provide strongly rooted sod, not less than 1 growing season old, and free of weeds and undesirable native grasses. Provide only sod capable of growth and development when planted (viable, not dormant).
1. Provide sod of uniform pad sizes with maximum 5% deviation in either length or width. Broken pads or pads with uneven ends will not be acceptable. Sod pads incapable of supporting their own weight when suspended vertically with a firm grasp on upper 10% of pad will be rejected.
B. Provide sod composed of: Rhizomatous Tall Fescue (RTF) from the The Turf Company, Meridian, ID (208) 888-3760 or approved equal.
C. Unmown Grass Seed or Sod

Festuca rubra communtata	Chewing Fescue	33%
Festuce ovina 'Covar'	Covar Sheep Fescue	33%
Festuca longifolia	Hard Fescue	33%
Total		4.00 - 6.0lbs/1000 sq ft

2.6 MISCELLANEOUS LANDSCAPE MATERIALS
A. Anti-Desiccant: Emulsion type, film-forming agent designed to permit transpiration, but retard excessive loss of moisture from plants. Deliver in manufacturer's fully identified containers and mix in accordance with manufacturer's instructions.
B. Mulch: Mulch for planting beds shall be medium ground bark mulch, free of splinters, consistent in appearance, and shall contain no toxic substance detrimental to plant life.
C. Stakes and Guys: Provide stakes and deadmen of sound new hardwood, treated softwood, or redwood, free of knot holes and other defects. Provide wire ties and guys of 2-strand, twisted, pliable galvanized iron wire, not lighter than 12 ga. with zinc-coated turnbuckles. Provide not less than 2 inch diameter rubber or plastic hose, cut to required lengths and of uniform color, material, and size to protect tree trunks from damage by wires.

PART 3 - EXECUTION

3.1 PREPARATION - GENERAL
A. General Contractor shall be responsible for excavating planting areas to appropriate depths for placement of topsoil as specified herein.
B. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations and outline areas and secure Architect's acceptance before start of planting work. Make minor adjustments as may be required.

3.2 PREPARATION OF PLANTING SOIL
A. Before mixing, clean topsoil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful or toxic to plant growth.
B. Mix specified compost and fertilizers with topsoil at rates specified. Delay mixing fertilizer if planting will not follow placing of planting soil in a few days.
Compost: Lawn Areas: 1/4 compost, 3/4 topsoil.
Shrub Areas: 1/3 compost, 2/3 topsoil.
Fertilizer: Per soil test and manufacturer's recommendations.
C. For shrub and lawn area, mix planting soil either prior to planting or apply on surface of topsoil and mix thoroughly before planting.

3.3 PREPARATION FOR PLANTING LAWNS
A. After excavating and removing surface material to proper depth, loosen subgrade of lawn areas to a minimum depth of 4 inches. Remove stones measuring over 1-1/2 inches in any dimension. Remove sticks, roots, rubbish, and other extraneous matter. Limit preparation to areas which will be planted promptly after preparation.
1. Spread topsoil mix to required depth to meet lines, grades, and elevations shown, after light rolling and natural settlement (where required). Topsoil shall be 6" deep minimum in all seeded areas.
2. Place approximately ½ of total amount of topsoil required. Work into top of loosened subgrade to create a transition layer and then place remainder of planting soil. Add recommended nutrients, fertilizers and 1-1/2" thickness of specified compost over entire area and mix thoroughly into upper 4 inches of topsoil.
B. Fine grade areas to smooth, even surface with loose, uniformly fine texture. Roll, rake, and drag areas, remove ridges and fill depressions, as required to meet finish grades. Limit fine grading to areas which can be planted immediately after grading.
C. Moisten prepared areas before planting if soil is dry. Water thoroughly and allow surface moisture to dry before planting. Do not create a muddy soil condition.
D. Restore areas to specified condition, if eroded or otherwise disturbed, after fine grading and prior to planting.
E. Maintain and protect all surfaces from wind and water erosion until final acceptance.

3.5 PREPARATION OF PLANTING BEDS
A. Loosen subgrade of planting areas to a minimum depth of 6 inches using a cult-mulcher or similar equipment. Remove stones measuring over 1 1/2 inches in any dimension. Remove stocks, stones, rubbish, and other extraneous matter.
B. Spread planting soil mixture to minimum 12 inch depth required to meet lines, grades, and elevations shown, after light rolling and natural settlement. Add 1 1/2 inches of specified compost over entire planting area and mix thoroughly into upper 6 inches of topsoil. Place approximately 1/2 of total amount of planting soil required. Work into top of loosened subgrade to create a transition layer, then place remainder of the planting soil.
C. Apply Pre-Emergent per manufacturer's recommendation.

3.6 PLANTING TREES AND SHRUBS
A. Set balled and burlapped (B&B) stock on layer of compacted planting soil mixture, plumb and in center of pit or trench with top of ball at same elevation as adjacent finished landscape grades. Remove burlap from sides of balls; retain on bottoms. When set, place additional backfill around base and sides of ball, and work each layer to settle backfill and eliminate voids and air pockets. Place fertilizer tablets in excavated area per manufacturer's written instructions. When excavation is approximately 2/3 full, water roughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill. Remove all ties from around base of trunk.
B. Set container grown stock, as specified, for balled burlapped stock, except cut cans on 2 sides with an approved can cutter and remove can; remove bottoms of wooden boxes after partial backfilling so as not to damage root balls.
C. Trees planted in turf area: Remove turf 3' dia around tree trunk. Dish top of backfill to allow for mulching.
D. Mulch pits, and planted areas. Provide not less than following thickness of mulch, and work into top of backfill and finish level with adjacent finish grades.
1. Provide 3 inches thickness of mulch.
E. If season and weather conditions dictate, apply anti-desiccant, using power spray, to provide an adequate film over trunks, branches, stems, twigs and foliage.
F. Prune, thin out, and shape trees and shrubs in accordance with standard horticultural practice. Prune trees to retain required height and spread. Unless otherwise directed by Architect, do not cut tree leaders, and remove only injured or dead branches from flowering trees, if any. Prune shrubs to retain natural character.
G. Remove and replace excessively pruned or misformed stock resulting from improper pruning.
H. Guy and stake trees immediately after planting, as indicated.
I. Apply approved herbicide to all shrub bed areas at manufacture specified rate. Re-apply as necessary for elimination of weeds.

3.7 SODDING NEW LAWNS
A. General: Install lawn sod in all areas designated on the drawings.
B. Soil Preparation
1. Any sod lawn areas that may have become compacted prior to sodding must be scarified to a depth of eight (8) inches by approved means, then finish graded as hereinbefore described.
C. Lay sod within 24 hours from time of stripping. Do not plant dormant sod or if ground is frozen.
D. Sod Placement
1. Sod will be brought onto lawn areas by wheeled means with proper protection of sod beds. Sod layers shall be experienced, or if inexperienced, shall be constantly supervised by an experienced foreman. The Contractor shall insure that the base immediately ahead of sod layer is moist. Sod shall be laid tight with not gaps. Allowance shall be made for shrinkage. Lay sod with long edges perpendicular to primary slope.
2. Lay to form a solid mass with tightly fitted joints. Butt ends and sides of strips; do not overlap. Stagger strips to offset joints in adjacent courses. Work on boards to avoid damage to subgrade or sod. Tamp or roll lightly to ensure contact with subgrade. Work sifted soil into minor cracks between pieces; remove excess to avoid smothering of adjacent grass.
3. Sod shall be rolled with a two hundred (200) pound roller after installation to insure proper contact between soil and sod. Final rolling must provide a uniform surface. After final rolling, the sod lawn shall be mowed and watered. Approval of sod lawns shall be based on uniform, healthy and vigorous growth with no dry or dead spots.
4. Add fertilizer "B" at the manufacturer's recommended application rate.
E. Water sod thoroughly with a fine spray immediately after planting.
F. Sodded Lawn Establishment
1. The Contractor shall be responsible for first mowing, subsequent mowings and fertilizing of sod lawn areas until Final Acceptance of the project.
2. Mowing shall be done by an approved "reel" type mower. Mower blades shall be set at two (2) inches high for all mowings.
3. Subsequent fertilizing shall occur three to four weeks after installation. Apply fertilizer as per the Manufacturer's recommended application rate. Verify all methods of application. Contractor shall notify the Architect in writing that the fertilizer applications have occurred and on what dates.

3.8 SEEDING
A. General
1. Seeding for irrigated areas shall be accomplished in the spring (after March 15) or fall (before October 1) of the year and/or when weather conditions are favorable for proper working of the soil and seed germination.
2. Seed shall be spread by approved mechanical (hopper or cutti-packer) or hydroseed methods only.
3. Seeding shall be done only after topsoil mix placement, finish grading, adjacent construction and plantings have been completed and approved by Architect.
B. Soil Preparation: Any seeded lawn area that has become compacted prior to seeding must be scarified to a depth of eight (8) inches by approved means, then finish graded as hereinbefore described.
C. Seeding - Mechanical Method
1. Apply fertilizer at the manufacturer's recommended application rate. Thoroughly mix six (6) inches deep, taking care not to incorporate subsoil into topsoil mix. After mixing is complete, remove any debris or rocks over one (1) inch in size. Rake to true grade and roll for firmness. If soil is dry, lightly sprinkle prior to rolling. Grades after rolling to be approved by Architect prior to seeding.
2. Seed Application Rate: See "Products".
3. Seed Application Method
a. Using a hopper type seeder, seeding shall be done on a still day, with one-half (2) of the seed to reach area being sown in a direction at right angles to the other half. After seeding, the surface shall be lightly raked parallel to the contours such that half or more of the seed is lightly covered by soil, then rolled once with a roller weighing not less than one hundred (100) pounds per lineal foot, and finally watered with a fine spray.
b. A cutti-packer or approved similar equipment may be used to drill, cover, and firm the seed bed in one operation.
4. After seeding, raking and rolling, lawn areas shall be covered with a one (1) inch loose layer of clean weed free straw. Straw shall be kept moist until the lawn is established. Remove loose straw from site.
D. Seeding - Hydroseed Method
1. No hydroseeding after a rain or when the wind exceeds five (5) miles per hour.
2. Use only where slopes exceed 5:1.
3. Spray the mixture of water, seed, mulch and commercial fertilizer evenly over the planting area.
E. Seeding Areas Establishment
1. The Contractor shall be responsible for the first mowing and subsequent mowings, watering and fertilizing of seeded areas until Final Acceptance of the project. Subsequent mowings shall be the Owner's responsibility.
2. First mowing shall be done when lawn areas are well established; when germination approaches ninety percent and height exceeds two and one-half (2-1/2) inches as approved by the Architect. Set mower height at two (2) inches high for first and subsequent mowings.
3. Fertilizing shall occur after the first mowing. Apply fertilizer as per the manufacturer's recommended application rate.
4. Seed beds must achieve ninety (90) percent germination and be uniform in appearance, free of weeds and/or other undesirable plant species as approved by the Architect.
5. Check for bare areas and seed approximately twenty-one (21) days after seeding and overseed as originally specified at the time or at such time as weather and season permit for seed germination or as approved by the Architect. The Architect shall determine and approve the necessity and extent of overseeding in order to achieve the ninety (90) percent germination uniformity throughout the seed bed areas necessary for Final Acceptance.
6. Seeded areas shall be established as specified above at time of substantial completion.

3.9 MAINTENANCE
A. Begin landscape maintenance immediately after planting. Maintenance shall continue until Project Final Acceptance.
B. Maintain trees, shrubs, and other plants by pruning, cultivating, and weeding as required for healthy growth. Restore planting saucers. Tighten and repair stake and guy supports and reset trees and shrubs to proper grades or vertical position as required. Restore or replace damaged wrappings. Spray as required to keep trees and shrubs free of insects and disease.
C. Maintain lawns by watering, fertilizing, weeding, mowing, trimming, and other operations such as rolling, regrading and replanting as required to establish a smooth, acceptable lawn, free of eroded or bare areas.
D. Maintain lawns for no less than period stated above, or longer as required to establish acceptable lawn. If seeded in fall and not given full 60 days of maintenance before Final Acceptance, or if not considered acceptable at that time, continue maintenance the following spring until acceptable lawn is established.

3.10 CLEANUP AND PROTECTION
A. During landscape work, keep pavements clean and work area in an orderly condition.
B. Protect landscape work and materials from damage due to landscape operations, operations by other contractors and trades, and trespassers. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged landscape work as directed.

3.11 INSPECTION AND ACCEPTANCE
A. When landscape work is completed, including maintenance, Architect will, upon request, make an inspection to determine acceptability.
B. When inspected landscape work does not comply with requirements, replace rejected work and continue specified maintenance until reinspected by Architect and found to be acceptable. Remove rejected plants and materials promptly from project site.

END OF SECTION

SECTION 32 84 00 - IRRIGATION (PERFORMANCE)

PART 1 - GENERAL

1.1 CONDITIONS AND REQUIREMENTS:
A. General and Supplementary Conditions, and Division 1 General Requirements.

1.2 SUMMARY
A. Work included:
1. Provide and install a complete and operating automatic irrigation system for all lawn and planting areas.
2. Connect to main water supply at existing site stubout as provided.
3. Sleeving under paved areas (by others)
4. Obtain and pay for all permits and fees for the work of this section.
5. Perform work on a design/construct basis, subject to the requirements of the Contract Documents, applicable codes, and good design practice.
6. Winterization of system.

1.3 SUBMITTALS
A. Within 30 days after Contractor's receipt of Owner's Notice to Proceed, submit:
1. Manufacturer's printed product information and catalog cut sheets for all system components; five copies.
B. Shop Drawings: Submit shop drawings for underground irrigation system including plan layout and details illustrating location and type of head, type and size of valve, piping circuits, circuit GPM, pipe size, controls, and accessories.
C. Record Drawings: At completion of this work, submit to the Contractor:
1. Record Drawings; reproducible and five prints.
2. Operations and Maintenance Information (2 copies), including:
a. Information including descriptive details, parts list, specifications, maintenance schedules and procedures for system components.
b. Operation, adjustment of system and components instructions.
c. Winterization procedures.
d. Schedule indicating required open valve time to produce given precipitation amounts and seasonal adjustments.
e. Warranties and guarantees.
f. Submit five copies.

1.4 GUARANTEE
A. Guarantee in writing all materials, equipment and workmanship furnished to be free of all defects of workmanship and materials. Within one year after date of Substantial Completion repair or replace all defective parts or workmanship that may be found at no additional cost to Owner.
B. Fill and repair all depressions and replace all necessary lawn and planting which result from the settlement of irrigation trenches for one year after date of Substantial Completion.
C. Supply all manufacturer's printed guarantees.

1.5 QUALITY ASSURANCE
A. Contractor shall be licensed in the State in which this work is being performed.
B. Contractor shall have at least two years prior experience in projects of equal or larger scope. Provide minimum of three references and list of similar projects with owners' names, addresses, and phone numbers, when requested by Owner.
C. Contractor shall employ on site at all times a foreman who is thoroughly experienced and competent in all phases of the work of this Section.

1.6 SYSTEM DESCRIPTION
1. Minimum water coverage: Planting areas - 85%, Lawn areas - 100%
2. Layout system to obtain optimum coverage using manufacturer's standard heads. Spray on walks, walls or paved areas is not acceptable.
3. Zoning shall be designed for optimum use of available pressure and efficient distribution for types of plantings and shapes of planting areas.
4. Design pressures: Install pressure regulating equipment as necessary.
5. Provide/install approved fixed tee or coupling device for air blow winterization. Location shall be on main supply line downstream from main shut off valve.
6. Install approved backflow prevention device in conformance with local or prevailing codes, and in approved site location. Provide for drainage without erosive damage.

1.7 EXTRA EQUIPMENT
A. In addition to installed system, furnish owner with the following:
1. Valve operating key and marlier key.
2. Wrench for each sprinkler head cover type.
3. Two (2) sprinkler heads of each size and type.
4. Two (2) nozzles for each size and type used.
B. Store above items safely until Substantial Completion.
C. Deliver above items at Substantial Completion.

PART 2 - PRODUCTS

2.1 PIPE AND FITTINGS
A. PVC 1120, ASTM D-1784, permanently marked with manufacturer's name, schedule rating, size, type. Solvent-weld type:
1. Pipe:
a. Pressure lines: Schedule 40 solvent weld.
b. Lateral lines: Class 200 pvc.
c. Sleeving: Class 200 pvc.
2. Fittings: Schedule 40 PVC, solvent-weld type. Install threaded joints where required at valves, risers, etc.
3. Risers: Lawn and shrub heads - flexible and damage-resistant plastic "polypipe" riser.
4. Solvent: NSF approved solvent for Type I & II PVC.
B. Polyethylene Pipe
1. Pipe: Class 100, 3/4" lateral line, for use on drip irrigation zone(s) where drip tubing is not otherwise used.
2. Fittings: Schedule 80 PVC.
3. Clamps: Stainless Steel.
C. Drip Line: Netafim Techline Dripperline, with .6 GPH drippers at 18" spacing.

2.2 SPRINKLER HEADS
A. Description: Appropriate for application in throw, pressure and discharge. Each type of head shall be of a single manufacturer.
1. Lawn heads: pop-up type.
B. Manufacturer: Rainbird, Hunter, Weathermatic Irrigation Company.

2.3 AUTOMATIC CONTROL SYSTEM
A. General: Furnish low voltage system manufactured expressly for control of automatic circuit valves of underground irrigation systems. Provide unit of capacity to suit number of circuits as indicated.
B. Control Enclosure: Manufacturer's standard wall mount with locking cover, complying with NFPA 70.
C. Circuit Control: each circuit variable from approximately 5 to 60 minutes. Including switch for manual or automatic operation of each circuit.
D. Timing Device: Adjustable 24-hour and 7 or 14 day clocks to operate any time of day and skip any day in a 7 or 14 day period.
E. Wiring: Solid or stranded direct-burial type as recommended by manufacturer of control unit; type AWG-UF, UL approved.

2.4 VALVING
A. Manual valves: brass or bronze for direct burial, gate valves, 150 pound class, threaded connection with cross type handle designed to receive operating key.
B. Automatic circuit valves: high impact plastic with corrosion-resistant internal parts. Low power solenoid control, normally closed, with manual flow adjustment; same manufacturer as control unit.
1. Standard sprinkler valve shall be Rainbird PEB-PRS-B. Use scrubber valve if not connected to potable water.
2. Drip Control Zone Kit: Hunter PCZ-101.
C. Quick coupler valve: brass or bronze construction with hinged top. One per zone or valve grouping.
D. Manual drain valves:
1. Bronze construction, straight type, 150 pound class, threaded connections, with cross type operating handle designed to receive operating key. Calico, Champion 100, or approved equal.
2. Size: 3/4 inch.
E. Pressure Regulator: Netafim Model PRV075HF35, 3/4", one per zones.
F. Flushing Valve: Netafim Model TLFV-1, two per zone (each end).
G. Filter: Netafim Model DF075-120, 3/4" filter; one per drip zone.
H. Air Relief Valve: Netafim Model TLAVRV,

2.5 MISCELLANEOUS
A. Chemicals: primer and solvent glue as required by pipe manufacturer.
B. Valve box - high impact plastic, green in color.
C. Valve cover and frame - compatible with valve box with provision for locking.
D. Drainage backfill - clean gravel or crushed stone, graded from 3" maximum to 3/4" minimum.

PART 3 - EXECUTION

3.1 GENERAL
A. Install system to provide for adequate protection against freeze damage.
B. Install system in accordance with approved Contractor design drawings. All deviations from the plans must be approved, and clearly recorded on record drawing.
C. Install system and components in strict accordance with manufacturer's recommendations.
D. Install quick coupler(s) on main supply line, approximately equal spacing, at valve box locations or intervals of approximately 200 feet, whichever is greater. Locate adjacent to paved surfaces, at valve boxes where practical.

3.2 SURFACE CONDITIONS
A. Examine the areas and conditions under which work will be performed. Notify Contractor of conditions detrimental to timely and proper completion of Section work. Do not proceed until unsatisfactory conditions are corrected.
B. Locate all underground utilities and structures and notify Architect of any conflict with Section work. Protect structures and utilities. Repair or replace said structures or utilities damaged by this work at no cost to the Owner.

3.3 SLEEVING
A. Sleeving installed by others. Coordinate with other trades.

3.4 TRENCHING AND BACKFILLING
A. Trenching and backfilling shall be per applicable ISPWC Section.
B. Cut trenches straight and without abrupt grade changes to allow the following minimum cover:
1. Main Lines and Sleeving: 18 inches.
2. PVC Laterals: 12 inches.
C. Surround lines with 2 inches of clean rock-free material on all sides.

3.5 MISCELLANEOUS VALVES
A. Install manual drain valves up stream. Install devise at mainline tap in accordance with manufacturer requirements for complete operation. Install backflow provision and connect to controller.

3.6 CIRCUIT VALVES
A. Install in valve box, arranged for easy adjustment and removal.
1. Provide union on downstream side.
2. Adjust automatic control valves to provide flow rate of rated operating pressure required for each sprinkler circuit.

3.7 PIPE INSTALLATION
A. Lay PVC pipe in accordance with standard and acceptable practice. Thrust blocks to be used at points of intersection and change of direction in main line pipe as per manufacturer's recommended specifications. Install manual drains.
B. PVC pipe joints, solvent welded except as indicated. Cut pipe square, deburr, wipe from surface all saw chips, dust, dirt, moisture and any foreign matter which may contaminate the cemented joint. Apply cleaner/primer and solvent cement, make joints in accordance with manufacturer's recommendations. Use Teflon thread sealant (tape) at all threaded joints.
C. Contractor shall size pipe according to schedule provided. Flow velocities shall not exceed 5 feet/second in all cases. Lateral lines shall be laid out and installed per zone to balance the pressure loss and provide minimum fluctuation in system operating pressures.

Pipe Size	Pipe Section	Pipe Size	Pipe Section
3/4"	0-9 GPM	1 1/2"	26-34 GPM
1"	10-17 GPM	2"	35-50 GPM
1 1/4"	18-25 GPM	2 1/2"	51-80 GPM

D. Techline Drip Line: Place in shallow furrow at 1"-2" below finish topsoil grade, below layer of specified mulch. Lay in uniform grid pattern in grounded vershbub areas (rows 18"-24" apart max). Coil 20 linear feet at each balled and burlapped tree around base and to allow for tree removal if required. Staple drip line every 36" max. Flush all lines with full head of water prior to installation of flush valves at end of circuit runs.
E. Flush Valves: Install flush valve at end of each drip line run.

3.8 SPRINKLER HEADS
A. Flush circuit lines with full head of water prior to head installation.
1. Install heads at level with mulch
2. Locate part-circle shubbery heads to maintain a minimum distance of six inches (6") from walls and four inches (4") from other boundaries unless otherwise indicated. Keep overspray to a minimum.

3.9 CONTROL WIRE INSTALLATION
A. Buy wires beside or below main line pipe in same trench.
B. Bundle multiple wires together with tape at ten feet (10') maximum intervals.
C. Provide 36 inch loop in wires at each valve where controls are connected and at 100' maximum intervals between.
D. Make all electrical joints (splices) in boxes only. Make electrical joints waterproof. Scotch-Lock connectors, or approved.

3.10 AUTOMATIC CONTROLLER
A. Install on site as approved. Verify location with Owner Representative.
B. Install typewritten legend inside controller door.

3.11 TESTING
A. Do not allow or cause any work of this Section to be covered up or enclosed until it has been inspected and tested.
B. Pressure testing:
1. Make necessary provision for thoroughly testing the entire installation.
2. Before testing, cap all risers, and install all valves.
3. Fill all main supply lines with water. Pressurize to 100 psi. Close air supply and test for leakage. Test shall be approved if no greater than 5 psi loss occurs in 15 minutes.
4. Fill all zone lines with water to static pressure. Hold for 15 minutes. Inspect for leakage.
5. Contractor shall provide all required testing equipment and personnel. Test shall be performed in presence of Architect. Contractor shall make notice of test (48) hours in advance.
6. Provide required testing equipment and personnel.
7. Repair leaks, and retest until acceptance by the Architect.
C. Coverage inspection: Upon completion of all systems, perform a coverage test to determine if coverage of water afforded all areas is complete, adequate and uniform. Change heads, nozzles, orifices and/or adjustment as directed to provide uniform coverage.
D. Final inspection:
1. Clean, adjust, and balance all systems. Verify that:
a. Remote control valves are properly balanced;
b. Heads are properly adjusted for radius and arc of coverage;
c. The installed system is workable, clean and efficient.
E. Winterization: Winterize system at the end of first season of system operation. Review procedures with Owner Representative.

END OF SECTION

City of Caldwell
APPROVED FOR CONSTRUCTION
Date: C A
By: C
N

Issue Description	Date
ISSUE	10-31-25
ISSUE	1-24-25
CITY COMMENTS	1-9-26
CITY COMMENTS	2-3-26

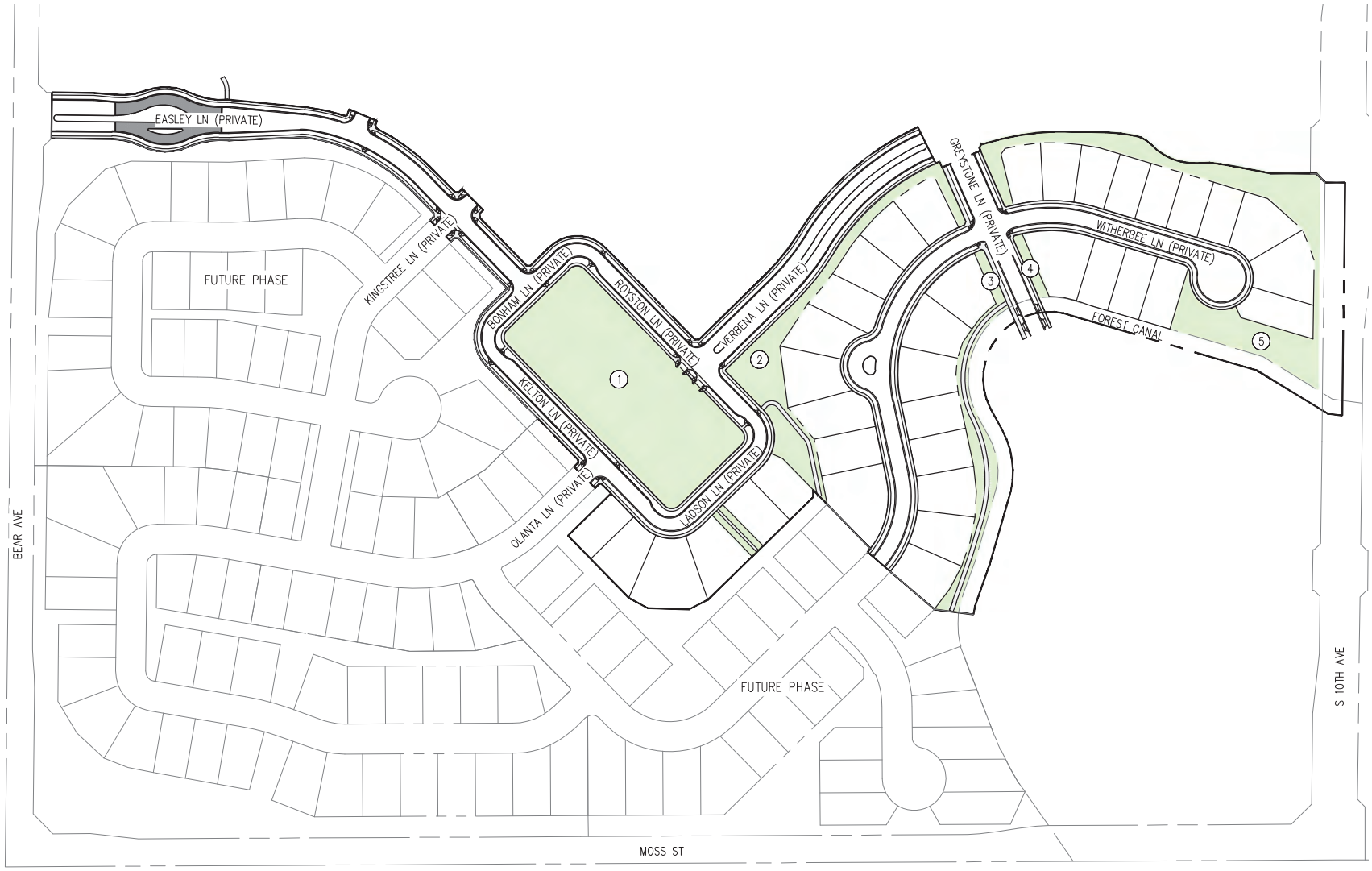
JENSENBELTS ASSOCIATES
Site Planning
Landscape Architecture
1509 Tyrell Lane, Ste 130
Boise, Idaho 83706
Ph. (208) 343—7175
www.jensenbelts.com

REGENCY AT VERBENA RANCH
PHASE 1
CALDWELL, IDAHO
FINAL PLAT LANDSCAPE PLAN

Job Number 2517

Drawn JJN | Checked KCS
Scale AS SHOWN
Sheet Title
LANDSCAPE SPECIFICATIONS

Sheet Number
L8
9 of 9 Sheets



OPEN SPACE CALCULATIONS		
	QUALIFIED OPEN SPACE AREA	
PARKS AND PATHWAYS	SF	ACRES
1	105114.14	2.41
2	34880.66	0.80
3	21423.10	0.49
4	2691.74	0.06
5	55678.42	1.28
COMMON OPEN SPACE	219,788	5.04
GROSS LAND AREA		22.78
PERCENT COMMON OPEN SPACE		**22.12%**

FEET
200 0 100 200
GRAPHIC SCALE
1 inch =200 ft. Horizontal

ESE CONSULTANTS
ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL
ESE Consultants, Inc.
[illegible]

REGENCY AT VERBENA RANCH SUBDIVISION NO. 1
OPEN SPACE EXHIBIT
November 10, 2025 - Caldwell, Idaho

Toll Brothers
AMERICA'S LUXURY HOME BUILDER®



TREE PLANTING LEGEND

SYMBOL	BOTANICAL / COMMON NAME:	SIZE:	SPREAD	QTY:
	GINKGO BILOBA GOLDEN COLONNADE	5" CAL. NATURAL 25' HIGH	5' CLR TRUNK	
	PYRUS CALLERYANA 'CLEVELAND FORM' CHANTICLEER PEAR	3" CAL. NATURAL	5' CLR TRUNK	
	QUERCUS ILEX HOLLY OAK	3" CAL. NATURAL	5' CLR TRUNK	
	TILIA AMERICANA AMERICAN BASSWOOD	3" CAL. NATURAL	5' CLR TRUNK	
	JUNIPEROUS SCOPULORUM 'SARLIGH' SKY HIGH JUNIPER	3" CAL. COLUMN	6-8' BBB	

SHRUB LEGEND

SYMBOL	BOTANICAL/COMMON NAME:	CONT.	QTY.
	BERBERIS THUNBERGII 'CRIMSON PIGMY' JAPANESE BARBERRY	5 GAL @ 4' O.C.	
	BERBERIS THUNBERGII 'ATROPURPUREA' JAPANESE BARBERRY	5 GAL @ 4' O.C.	
	CALAMAGROSTIS A. 'KARL FOERSTER' FEATHER REED GRASS	5 GAL @ 3' O.C.	
	CAREX DIVULSA EUROPEAN GREY SEDGE	1 GAL @ 3' O.C.	
	CORNUS ALBA 'IVORY HALO' TATARIAN DOGWOOD	2 GAL @ 4' O.C.	
	EUONYMUS FORTUNEI 'EMERALD G' EMERALD GAIETY	2 GAL @ 3' O.C.	
	FESTUCA GLAUCA ELIJAH BLUE FESCUE	5 GAL @ 4' O.C.	
	ILEX CRENATA 'COMPACTA' JAPANESE HOLLY	5 GAL @ 6' O.C.	
	JUNCUS EFFUSUS COMMON RUSH	1 GAL @ 3' O.C.	
	JUNIPERUS SABINA 'ARCADIA' ARCADIA JUNIPER	1 GAL @ 4' O.C.	
	MAHONIA REPENS CREEPING MAHONIA	1 GAL @ 3' O.C.	
	PENNISETUM A. 'HAMELN' FOUNTAIN GRASS	2 GAL @ 3' O.C.	
	ROSA X NCAAR6 RED FLOWER CARPET	2 GAL @ 3' O.C.	
	SOD LAWN (Rhizomatous Tall Fescue (RTF) from the The Turf Company, Silverstein, ID (208) 888-3760 or approved equal.)	0 S.F.	

LEGEND

1. CURB SEPARATED CONCRETE SIDEWALK
2. MONUMENT PARK SIGNAGE
3. PARKING COURTYARD AND DROP OFF
4. GUEST PARKING (9)
5. 2) BOCCE BALL COURTS
6. PICKLE BALL COURTS (30'x60')(4)
7. GREAT HALL / CLUB LOUNGE OUTDOOR TERRACE - COVERED
8. OUTDOOR FIRE PLACE
9. GREAT HALL BAR PATIO
10. GATHERING SHADE SAIL PLAZA
11. POOL DECK (6,207 SF)
12. SPA POOL (227 SF)
13. RECREATION POOL (2,532 SF)
14. BAJA SHELF 1 SHADE, 1 SUN
15. LAP SWIM
16. YOGA / EXERCISE LAWN (SYNTHETIC)
17. SUN LAWN (SYNTHETIC)
18. CHASE LOUNGE SHADE TRELLIS (5) (10'X20')
19. COMMUNITY ACTIVITY REAL LAWN
20. FOOD TRUCK PARKING (2)
21. POOL FENCE AND GATE ENCLOSURE
22. TRASH /SERVICE YARD
23. STREET PARKING (8)
24. CBU MAILBOX PAVILION
25. MULTI PURPOSE ACTIVITY LAWN WITH STRING LIGHTS AND CORN HOLE
26. FAUX VINEYARDS

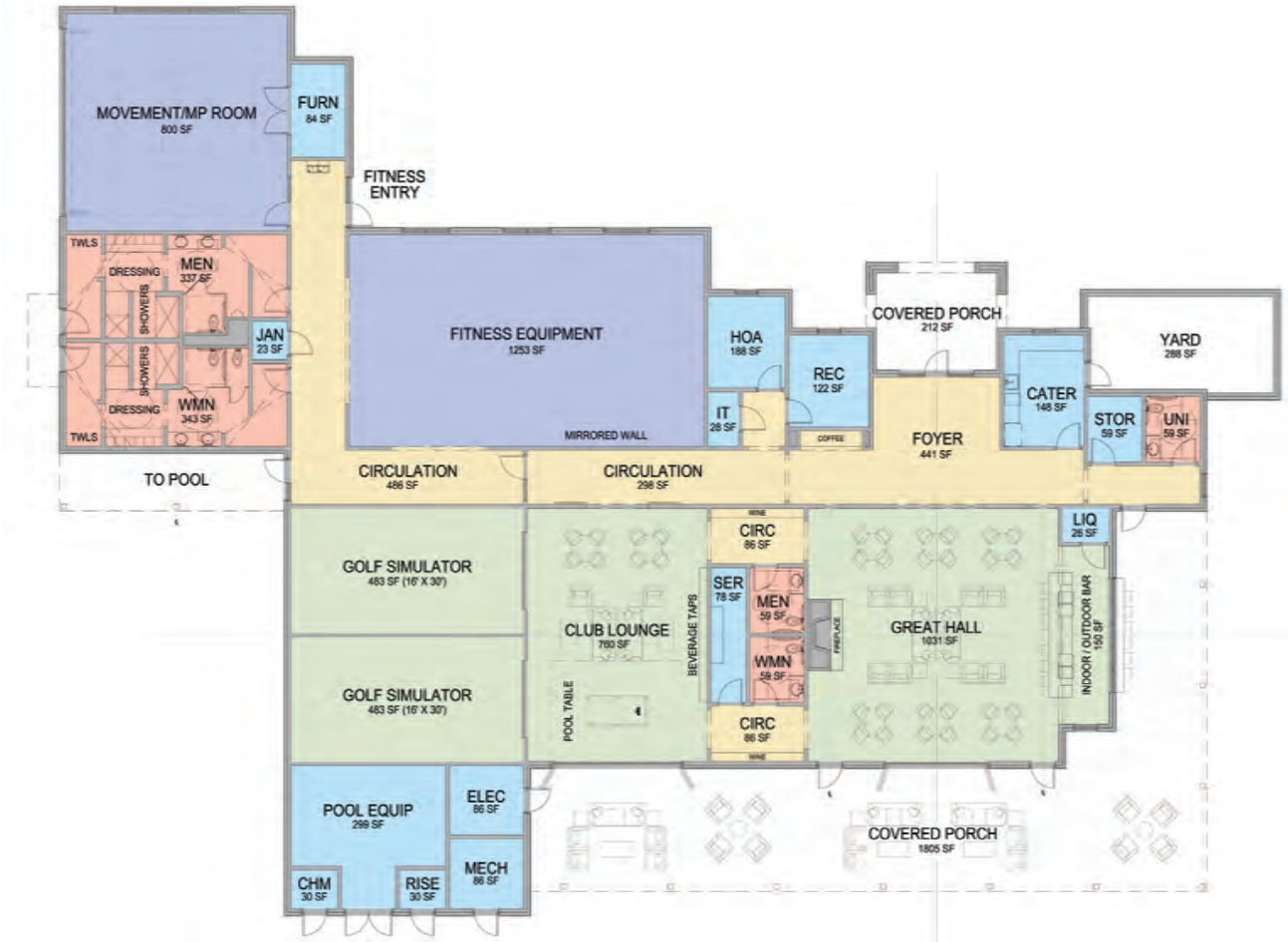
VERBENA RANCH | Preliminary Landscape Plan | Regency Recreation Center Site Plan

NORTH

30 0 30 60 90 120

SUMMERS/MURPHY & PARTNERS, INC.
24197 COAST HWY SUITE 200
DANA POINT CA 92629
(949) 443-1446

Toll Brother | Caldwell, ID | NOVEMBER 14, 2025



CLUBHOUSE
TOTAL ENCLOSED AREA: 9408 SF

VERBENA RANCH CLUBHOUSE

Conceptual Design *Caldwell, Idaho* *19 November 2025*

Floor Plan
Scale: 1/16" = 1'-0"
N
0 8 16

City of Caldwell
APPROVED FOR CONSTRUCTION

Toll Brothers
America's Luxury Home Builder™

Regular **Item:** 22.

Memorandum

To:

City Council

Meeting Date:

March 16, 2026

Item Name:

Approve the FY2025 audited Financial Statements and Single Audit for the City of Caldwell

Summary Statement:

Recommended Action:

Budget:

Cost Impact:
Funding Source:
Timeline:

Attachments:

None

Memorandum

To:

City Council

Meeting Date:

March 16, 2026

Item Name:

Approve request for a transfer of the Alcohol Beverage License for Indian Creek Steakhouse to the new owner, Emily Williams.

Summary Statement:

Ownership of the Indian Creek Steakhouse has changed to Emily Williams. State ABC has approved and issued a transfer of the Alcohol Beverage License associated with the business to the new owner. The City will follow suit upon approval of the transfer license application and receipt of the County transfer license.

Recommended Action:

Approve request.

Budget:

Cost Impact:
Funding Source:
Timeline:

Attachments:

1. Indian Creek Steakhouse - Alcohol License Transfer

For Office Use Only:
New/Transfer License
Premises No. CALD- 124
Caldwell License No. 0124

City of Caldwell
205 S 6th Avenue – PO Box 1179
Caldwell, ID 83606
E-mail: cityclerk@cityofcaldwell.org
(208) 455-4656 Debbie Geyer, City Clerk
(208) 455-4773 Angie Point, Deputy Clerk
FAX: (208) 455-3003

CITY OF CALDWELL

APPLICATION FOR LIQUOR, BEER, OR WINE LICENSE
License valid for one year: June 1 - May 31

Choose one: ☐ New License
☑ Transfer of License

Application is hereby made for:

Type of License	Amount	Eligible for Prorating?	Total
Liquor (includes wine)	$562.50	Yes	
Wine	$200.00	Yes	
Beer (on premises)	$200.00	Yes	
Beer (off premises)	$50.00	Yes	
Inspection Fee	$107.91	Prorating is not available for any period less than 6 months.	
Transfer Fee	$25.00		
TOTAL			

Today's Date: March 12, 2026

Business is a restaurant: ☒ Business is a bar/tavern: ☐ Business is retail store: ☐
(Please provide a copy of your menu)

Applicant Information:

License to be issued to: INDIAN CREEK STEAKHOUSE, LLC
(Applicant Name, Individual(s), Corporation LLC, or Partnership)

Doing Business as: INDIAN CREEK STEAKHOUSE

Business Address: 711 MAIN ST. City: CALDWELL Zip: 83605

Mailing Address (if different from business address): _____

City: _____ State: _____ Zip: _____

Daytime Phone: 775.287.2666 Evening Phone: 775.287.2666

E-Mail Address: emilyw77.ew@gmail.com

Is the business located in the City Center Zone within 300 feet of a school, college, or place of worship?
___ YES X NO If yes, a public hearing is required pursuant to Caldwell City Code (Section 06-07-13)

Premises Number: 2C-12216

Incorporated City

Idaho State Police

Retail Alcohol Beverage License

Cycle Tracking Number: 172367
ISLD ID: 7129
License Year: 2026
License Number: 12216

This is to certify, that Indian Creek Steakhouse LLC

doing business as: Indian Creek Steakhouse

is licensed to sell alcoholic beverages as stated below at:

711 Main Street , Caldwell, Canyon County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

County and city licenses are also required in order to operate.

Liquor	Yes	$80.00
Beer	Yes	$20.00
Wine by the bottle	Yes	$0.00
Wine by the glass	Yes	$0.00
Kegs to go	No	
Growlers	No	
Restaurant	Yes	$0.00
On-premises consumption	Yes	$0.00
Multipurpose arena	No	
Plaza	No	
Brewer's Retail	No	

TOTAL FEE: $100.00

INDIAN CREEK STEAKHOUSE LLC
INDIAN CREEK STEAKHOUSE
711 MAIN ST

CALDWELL, ID 83605

Mailing Address

Valid
02/23/2026 - 05/31/2026

Expires
05/31/2026

MEMORANDUM

TO: Caldwell City Council

Meeting Date March 2 **, 20** 26

AGENDA ITEM INFORMATION

SUBJECT:

Agreement for Use of City Facilities for Youth Sports by Idaho Inferno Soccer Club, Inc.

COST IMPACT:

FUNDING SOURCE:

TIMELINE:

FINANCE REVIEW: ☐ ***BUDGETED:*** ☐ ***NOT BUDGETED:*** ☐

Department Submittals	*X to mark*	*Initials*
Building Department		
CDBG		
Clerk		
City Attorney		
Finance Department		
Human Resources		
Planning & Zoning		
Fire Department		
Police Department		
Public Works		
Street Department		
Water Department		
WWTP		
Engineering		
Mapping		
Parks and Recreation	X	TD & DM
Airport		
Information Systems		
Golf Course		
OTHER:		

SUMMARY STATEMENT:

This annual agreement is for the use of Brothers and Sisters Parks for youth soccer by Idaho Inferno Soccer Club, Inc. for FY 2026.

RECOMMENDED ACTION:

Approve Agreement for Use of City Facilities for youth sports by Idaho Inferno Soccer Club, Inc. as submitted.

RESOLUTION NO._____

APPROVE RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR USE OF CITY FACILITIES FOR YOUTH SPORTS BY IDAHO INFERNO SOCCER CLUB, INC. FOR CALDWELL PARKS & RECREATION EFFECTIVE OCTOBER 1, 2025 TO SEPTEMBER 30, 2026.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Caldwell, Idaho, that the Caldwell City Council has approved the Idaho Inferno Club, Inc. Agreement made a part hereof as set forth in full.

PASSED BY THE COUNCIL of the City of Caldwell, Idaho this 2nd day of March, 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho this 2nd day of March, 2026.

Approved

By _____
Mayor

ATTEST:

By_____
City Clerk

AGREEMENT FOR USE OF CITY FACILITIES FOR YOUTH SPORTS

This Agreement for Use of City Facilities for Youth Sports ("Agreement") is entered into between the City of Caldwell, Idaho, an Idaho municipal corporation, ("City") and the Idaho Inferno Soccer Club, Inc., an Idaho nonprofit corporation, having an address of 242 N. 8th Street, Suite 220, Boise, ID 83702-5892 ("Inferno") (collectively, the "Parties").

RECITALS

A. Youth sports programs are a benefit to the youth of the City of Caldwell by providing youth with the opportunity to engage in physical activity and learn valuable lessons about teamwork and responsibility.

B. Inferno provides a tremendous benefit to the citizens of Caldwell through its exemplary youth sports program.

C. The City desires to support youth sports programs within the City of Caldwell.

D. The City desires to support Inferno due to the excellent nature and quality of Inferno's specific programs.

E. The City has public facilities that may be used for youth sports programs.

F. The City desires that said public facilities be utilized to their maximum potential.

G. Inferno provides youth soccer opportunities to the residents of Caldwell through both its recreational and competitive soccer programs.

H. The City has facilities particularly suited for the foregoing Inferno youth sports programs.

I. The City has authority to enter into this Agreement pursuant to Idaho Code sections 50-301 and 50-303.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. USE OF CITY FACILITIES

1.1. Inferno shall have the right to use Brothers Park, a City facility located at 4099 S. Indiana Ave., Caldwell, ID 83605, and Sisters Park, a City facility located at 3905 S. Indiana Ave., Caldwell, ID 83605, (collectively "Facilities") for all official Inferno youth soccer activities, including the storage of certain equipment at locations to be determined in the absolute discretion of the City, subject to the conditions of this Agreement.

1.2. Inferno must provide the City with a proposed schedule of use by December 31 in order to use the Facilities as described in Paragraph 1.1 the following year. For example, to use the Facilities in 2026, Inferno must provide the proposed schedule to the City by December 31, 2025. Further, Inferno must notify the City of all future modifications to said proposed schedule of use within 7 days of modification or at least 5 days prior to the new date, whichever is earlier.

1.3. Inferno shall not use the Facilities in December, January, or from June 15-July 31. At all other times, Inferno's use of the Facilities is subject to approval or denial at the discretion of the City. Particularly in February and March, the City's approval may be dependent upon—and may be revoked due to—fields being in usable condition as determined by the City. Further, Inferno shall not use the Facilities on Sundays so as to allow use by the general public.

1.4. This Agreement does not include use of the Facilities for tournaments, and Inferno must obtain a separate special event permit for tournaments. Tournaments are defined as a series of contests or games among a number of competitors or teams who compete for an overall prize or championship.

1.5. Priority use of the Facilities will be given in the following order: City-sponsored events will be given first priority, then Inferno use, then other soccer-related activities that generate fees.

1.6. Inferno acknowledges and agrees that when the Facilities are not in use by Inferno, the Facilities will be available for public use subject to applicable law.

1.7. Inferno may store equipment at the Facilities but does so at its own risk. Such stored equipment must be movable and may be used by the public when not in use by Inferno.

1.8. In using the Facilities, Inferno must prevent or repair any wear to the Facilities including that caused by goal keepers. Inferno shall be responsible for any cleaning or repairs needed at the Facilities as a results of Inferno's youth sports activities. The cost of said cleaning or repair shall be billed directly to Inferno, and Inferno shall not be entitled to continued use of the Facilities until said cleaning and/or repair bill is paid.

1.9. Any striping needed by Inferno to accomplish its use under this Agreement is solely the responsibility of Inferno, and Inferno agrees that the City has no obligations related to striping the Facilities.

1.10. Inferno shall ensure that the Facilities are free from any litter at the end of each day of Inferno's use of the Facilities. If the City discovers litter at the Facilities within 24 hours of Inferno's use of the Facilities, the City may notify Inferno of such discovery within two business days. Upon receiving such notification, Inferno shall pay, to the City, a fine in the amount of $200 for each such occurrence within 30 days of the City's notification.

1.11. In leasing the Facilities to Inferno, the City does not relinquish its ultimate right to control and manage the Facilities; to enforce all of its policies, rules, and regulations for the operation and use of its premises; or to refuse entry to the Facilities to any person for cause.

2. DURATION AND PAYMENT

2.1. This Agreement is effective from the date of the last parties' signature below and shall terminate on September 30, 2026, unless terminated earlier as provided herein. This Agreement will automatically renew for additional one (1) year periods under the same terms and conditions, subject to payment increases as agreed to by the Parties in writing.

2.2. In exchange for the use of the Facilities, Inferno shall pay to the City the lesser of the following two amounts:

(a) Four thousand two hundred fifty dollars ($4,250.00), or

(b) An amount calculated by multiplying the total number of participants in the Inferno youth soccer activities during the term of this Agreement by four dollars and twenty-five cents ($4.25).

2.3. Payments shall be made at the following address, unless the City notifies Inferno in writing of a new address:

City of Caldwell
Finance Department
205 S. 6th Avenue
Caldwell, ID 83605

3. INSURANCE

3.1. Inferno shall obtain, and keep in force for the duration of this Agreement, general liability coverages with limits of not less than three hundred thousand dollars ($300,000.00) for each individual, one million dollars ($1,000,000.00) for each occurrence, and one hundred thousand dollars ($100,000.00) for property damage. The policies shall name and protect Inferno and the City against all claims, losses, actions, or judgments for damages or injuries to persons or property arising out of or in connection with Inferno's activities in using the Facilities. Inferno shall provide a certificate of insurance at least seven (7) days prior to its use of the Facilities.

4. WAIVER AND INDEMNIFICATION

4.1. City shall not be liable to Inferno for any damage or loss to Inferno or Inferno's property or that of Inferno's invitees from any means including theft. Inferno waives all claims against the City for damage to persons or property from any cause.

4.2. Inferno further waives any and all claims against the City which may result from the City's exercise of its authority described in Paragraph 1.11.

4.3. Inferno shall indemnify, defend, and hold harmless the City, and its officers, agents, and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or activities of Inferno and its agents, employees, representatives, or invitees during, or related to, any Inferno activities including youth sports activities including, but not limited to, any such damages or injuries occurring in or on buildings, fields, parking lots, sidewalks, and pathways. This duty to indemnify, defend, and hold harmless specifically includes, but is not limited to, claims, losses, actions, and judgments related to loss of property due to theft or arising out of Inferno's failure to comply with any applicable laws and regulations.

5. MISCELLANEOUS

5.1. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the Parties on the subject matter herein and supersedes and merges all prior understandings and agreements between the parties on the subjects addressed herein, if any, whether oral or written. This Agreement may only be modified or amended in writing by the Parties.

5.2. CONTROLLING LAW. This Agreement shall be interpreted, and the rights of the Parties determined, under the laws of the State of Idaho. The venue of any claim, litigation, or cause of action between the Parties related to this Agreement shall be the Third Judicial District Court of the State of Idaho in Canyon County.

5.3. SEVERABILITY. The terms of this Agreement are severable. Should a court of competent jurisdiction decide that any portion of this Agreement is unlawful or invalid, said decision shall only affect those specific portions, and the remaining portions of this Agreement shall remain in full force and effect.

5.4. COMPLIANCE WITH LAW. Inferno shall provide all services, programs, and activities under this Agreement in accordance with all applicable federal, state, and local ordinances, statutes, regulations, and requirements.

5.5. TERMINATION. Inferno may not terminate its obligations under this Agreement without the express, written consent of the City. Termination by Inferno shall not impact the payments required in Paragraph 2.2. The City may terminate this Agreement by providing sixty (60) days prior written notice to Inferno. Termination by the City shall result in a proration of the payments required in Paragraph 2.2, said proration to be based on the number of calendar days remaining in the term of this Agreement.

5.6. ASSIGNMENT AND SUBLEASE. Inferno shall not assign its rights and obligations under this Agreement, or any portion thereof, nor shall Inferno enter into any sublease with or allow the use of the Facilities by any third party.

5.7. NOTICE. Any notice required under this Agreement shall be made to each party at the following addresses, respectively:

City of Caldwell
Parks Department
PO Box 1179
Caldwell, ID 83606

Idaho Inferno Soccer Club, Inc.
PO Box 1103
Caldwell, ID 83606-1103

5.8. AUTHORITY TO SIGN. Each person executing this Agreement on behalf of each party warrants his or her authority to so bind the represented party.

Signatures on following page

DATED this _____ day of _____, 2025.

CITY OF CALDWELL, IDA

_____
Mayor

Attest:

City Clerk

DATED this 12 day of February, 2025.

IDAHO INFERNO SOCCER CLUB, INC.

Patrick J. Caceres

By: _____, Club President

Memorandum

To:

City Council

Meeting Date:

March 16, 2026

Item Name:

Consider the appointment of the Director of Economic Development

Summary Statement:

Recommended Action:

Budget:

Cost Impact:
Funding Source:
Timeline:

Attachments:

None

BILL NO. 11
ORDINANCE NO. 3745

AN ORDINANCE OF THE CITY OF CALDWELL, CANYON COUNTY, STATE OF IDAHO, AUTHORIZING THE ISSUANCE AND SALE OF UP TO $5,300,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 2026; PROVIDING FOR THE DATE, FORM, MATURITY, AND DESIGNATION OF SAID BONDS; AUTHORIZING A REQUEST FOR PURCHASE PROPOSALS FOR SAID BONDS BY A NOTICE OF SALE AND OFFICIAL STATEMENT FOR THE BONDS; PROVIDING FOR LIMITATION FOR THE RATE OF INTEREST ON, PRINCIPAL AMOUNT OF AND MATURITIES OF SAID BONDS; PROVIDING FOR THE PAYMENT OF PRINCIPAL OF AND INTEREST ON SAID BONDS; PROVIDING FOR THE REGISTRATION AND AUTHENTICATION OF SAID BONDS; SETTING THE TIME, DATE, AND PLACE OF SALE OF SAID BONDS; PROVIDING FOR THE PURCHASE OF THE BONDS AND PROVIDING FOR CONDITIONS OF ACCEPTANCE OF A PURCHASE PROPOSAL FOR THE BONDS; PROVIDING FOR THE PAYMENT OF PRINCIPAL OF AND INTEREST ON SAID BONDS BY ANNUAL LEVIES OF TAXES; CREATING CERTAIN FUNDS AND ACCOUNTS; PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO; PROVIDING FOR A SEVERANCE CLAUSE; AND PROVIDING AN EFFECTIVE DATE AND WAIVING ANY REQUIREMENT FOR THREE SEPARATE READINGS OF THE ORDINANCE.

CITY OF CALDWELL, CANYON COUNTY, STATE OF IDAHO
GENERAL OBLIGATION BONDS, SERIES 2026

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

WHEREAS, the City of Caldwell, Canyon County, State of Idaho (the "City"), is a municipal corporation duly organized and operating under Chapters 1 and 2, Title 50, Idaho Code, as amended; and

WHEREAS, the City Council of the City (the "Council"), by its Ordinance No. 3533, adopted on September 5, 2023, ordered a special election to be held within said City on November 7, 2023, for the submission to the voters of the City the question of whether or not the City should issue up to $17,300,000 in general obligation bonds for the purpose of fund preparing, reconstructing, and furnishing certain of the City's existing fire facilities, including preparing, constructing, and furnishing its portion of one (1) new shared fire station, the acquisition of certain firefighting equipment and apparatus, and all other related costs, items and appurtenances necessary, useful and convenient for the betterment of the City's fire safety facilities, as set forth in said Ordinance No. 3533; and

WHEREAS, on November 15, 2023, the Canyon County Commissioners canvassed the returns of said special bond election and determined the requisite two-thirds (2/3) majority of the

qualified electors of the City had cast votes in the affirmative and the proposition for the issuance of general obligation bonds in the amount of up to $17,300,000 had passed; and

WHEREAS, after the County Clerk certified the above special bond election results to the City Clerk, on November 21, 2023, the City took action to have the results of said special bond election entered in the minutes of the Council and proclaimed as final; and

WHEREAS, pursuant to Section 34-2309, Idaho Code, a timely recount request was received by the Canyon County Elections Office, the Office of the Attorney General issued its Order for Recount of Ballots on December 4, 2023, on December 11, 2023, the recount was completed, and the Idaho Office of the Attorney General further certified the results with 66.74% in favor of passage of the general obligation bonds; and

WHEREAS, pursuant to Ordinance No. 3598 adopted by the City Council on May 7, 2024, the City issued its General Obligation Bonds, Series 2024 (the "Parity Bonds") on June 27, 2024, with proceeds thereof in the amount of $12,000,000 deposited into the City's Series 2024, Project Construction Fund; and

WHEREAS, the City now desires to further authorize the issuance and sale of its General Obligation Bonds, Series 2026 (the "Series 2026 Bonds").

NOW, THEREFORE, be it further ordained by the Council, as follows:

Section 1. Bonds Authorized; Purpose. General obligation bonds of the City, in fully registered form, designated "City of Caldwell, Canyon County, State of Idaho, General Obligation Bonds, Series 2026" (the "Bonds"), in the aggregate principal amount of up to $5,300,000 are hereby authorized to be issued, sold, and delivered pursuant to the laws of the State of Idaho, particularly Title 50, Chapter 10, Idaho Code, as amended, and the Municipal Bond Law, Title 57, Chapter 2, Idaho Code, as amended.

The Series 2026 Bonds shall be and shall have all the qualities and incidents of negotiable instruments under the laws of the State of Idaho, and each such successive holder, in accepting any of the Series 2026 Bonds or registered coupons, shall be conclusively deemed to have agreed that the Series 2026 Bonds shall be and have all the qualities and incidents of negotiable instruments under the laws of the State of Idaho.

The Series 2026 Bonds are being issued for the purpose of providing funds to pay the cost of the preparing, reconstructing, and furnishing certain of the City's existing fire facilities, including preparing, constructing, and furnishing its portion of one (1) new shared fire station, the acquisition of certain firefighting equipment and apparatus, and all other related costs, items and appurtenances necessary, useful and convenient for the betterment of the City's fire safety facilities, as otherwise determined by the City.

Section 2. Definitions.

As used in this Ordinance, the following words shall have the following meanings:

Bond Fund means the "City of Caldwell, Canyon County, State of Idaho, General

Obligation Bonds, Series 2026, Bond Fund" referred to in Section 15 of this Ordinance.

Bond Purchase Proposal means the proposal for the purchase of the Series 2026 Bonds from the City by the winning bidder for the Series 2026 Bonds.

Bond Register means the registration books on which are maintained the names and addresses of the owners or nominees of the owners of the Series 2026 Bonds.

Bond Registrar means the bond registrar, transfer agent, and authenticating and paying agent appointed and designated in Section 7 of this Ordinance.

Book Entry-Only System means the system of recordation of ownership of the Series 2026 Bonds on the books of the Depository pursuant to Section 3 of this Ordinance.

Business Day means a day, other than a Saturday or Sunday, on which banks located in the State of Idaho are open for the purpose of conducting commercial banking business.

City means the City of Caldwell, Canyon County, State of Idaho.

City Clerk means the Clerk of the City, or other officer of the City who is the custodian of the seal of the City and of the records of the proceedings of the City, or their successor in functions, if any.

Continuing Disclosure Agreement means the Continuing Disclosure Agreement between the City and the Bond Registrar, Zions Bancorporation, National Association, as dissemination agent, dated the date of delivery of the Series 2026 Bonds, as originally executed and as may be amended from time to time in accordance with the terms thereof.

Council means the City Council of the City.

Finance Director means the Finance Director of the City, or their successor in functions, if any.

Mayor means the Mayor of the City, or their successor in functions, if any.

Ordinance or Bond Ordinance means this Ordinance No. 3745, adopted on March 16, 2026.

Outstanding, when used with reference to the Series 2026 Bonds, as of any particular date, means Bonds, the principal of and interest on which have not been paid pursuant to this Ordinance or which have not been replaced pursuant to Section 7 of this Ordinance.

Project Construction Fund means the "City of Caldwell, Canyon County, State of Idaho, General Obligation Bonds, Series 2026, Project Construction Fund" referred to in Section 13 of this Ordinance.

Registered Owner means the purchaser of the Series 2026 Bonds and any subsequent transferee or purchaser of the Series 2026 Bonds.

Series 2026 Bonds means the "City of Caldwell, Canyon County, State of Idaho, General Obligation Bonds, Series 2026," herein authorized to be issued, sold, and delivered in the form of fully registered, general obligation bonds in the aggregate principal amount not to exceed $5,300,000.

Treasurer means the Treasurer of the City, or their successor in functions, if any.

Section 3. Description of Bonds; Book Entry.

A. The Series 2026 Bonds shall be issued and sold in accordance with this Ordinance and a Notice of Sale and Official Statement hereinafter described and certain parameters and limitations as to principal amount, rate of interest, and maturity as set forth in Sections 9 and 10 below. The Series 2026 Bonds shall be issued in an aggregate principal amount of up to $5,300,000 as serial bonds and, if the final successful Bond Purchase Proposal for the Series 2026 Bonds so indicates, as one or more maturities of term bonds. The Series 2026 Bonds shall be in denominations of $5,000 each, or integral multiples thereof, shall be dated the date of delivery of the Series 2026 Bonds, shall be issued only in fully registered form, and shall be substantially in the form set forth in Exhibit "A" attached hereto and by this reference incorporated herein. The Series 2026 Bonds shall also include any such additional statements, provisions, or requirements as may be necessary or appropriate as a consequence of obtaining bond insurance coverage, if any, for the Series 2026 Bonds. The Series 2026 Bonds shall be numbered separately in a consecutive series, in the manner and with any additional designation as the Bond Registrar (hereinafter defined) deems necessary for the purposes of identification. The Series 2026 Bonds shall mature or be subject to mandatory sinking fund redemption installments in the total amounts per year, on September 1, of each year with an initial maturity of September 1, 2027, and a final maturity not later than September 1, 2045, as to be set forth in the Terms Certificate described in Section 9 hereof, and to conform with the final successful Bond Purchase Proposal for the Series 2026 Bonds with respect to any maturity of potential term bonds.

B. The Series 2026 Bonds shall be issued in Book-Entry-Only form in accordance with the Book-Entry-Only System and practices of the Depository Trust Company, New York, New York (the "Depository"), in the form of a single Bond for each maturity of the Series 2026 Bonds aggregating the entire proposed amount of the Series 2026 Bonds, substantially in the form of Exhibit "A" which is annexed hereto and by reference made a part hereof. A single Bond for each maturity of Bonds shall be executed by the manual or facsimile signature of the Mayor, countersigned by the manual or facsimile signature of the City Treasurer, and attested by the manual or facsimile signature of the City Clerk, and authenticated by the Bond Registrar appointed in Section 7 hereof, and the Official Seal of the City or a facsimile thereof shall be impressed or reproduced thereon. The Series 2026 Bonds shall be registered in the name of Cede & Co., as nominee of the Depository, and shall be lodged with the Depository until maturity of the Series 2026 Bonds. The City shall recognize the Depository, or its nominee, as the owner of the Series 2026 Bonds for all purposes. Beneficial ownership interests in the principal amount of $5,000 or integral multiples thereof will be available through entries on the books of banks and broker-dealer participants (the "Participants") which are related to the Book-Entry-Only System.

C. The City shall have no responsibility or obligation to any Participant or beneficial owner of any interest in the Series 2026 Bonds with respect to (i) the accuracy of the records of the Depository or its nominee with respect to any ownership interest in the Series 2026 Bonds, (ii) the delivery to any Participant or other person, other than the Depository or its nominee, of any notice with respect to the Series 2026 Bonds, or (iii) the payment to

any Participant or other person, other than the Depository or its nominee, of any amount with respect to principal of or interest on the Series 2026 Bonds. Payments by the City to the Depository or its nominee of the principal of and interest on the Series 2026 Bonds when due shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of the principal of and interest on the Series 2026 Bonds to the extent of the sums so paid. No person other than the Depository or its nominee shall receive a Bond certificate evidencing the obligation of the City to make payments of principal and interest pursuant to this Ordinance.

D. To the extent an initial or any further Representation Letter may be necessary or appropriate, the standard Representation Letter of the Depository is hereby authorized, and the Mayor, City Treasurer, Finance Director or other officer of the City shall execute and deliver such Representation Letter on behalf of the City as necessary. The City's execution and delivery of such Representation Letter shall not in any way limit the provisions of Paragraph B of this Section 3 or in any other way impose upon the City any obligation whatsoever with respect to persons having interests in the Series 2026 Bonds other than the Depository or its nominee.

E. (i) The Depository may determine to discontinue providing its services with respect to the Series 2026 Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law.

(ii) Zions Bancorporation, National Association, acting as the Bond Registrar (the "Bond Registrar") in its sole discretion and without the consent of any other person, may terminate the services of the Depository with respect to the Series 2026 Bonds if it determines that:

(a) The Depository is unable to discharge its responsibilities with respect to the Series 2026 Bonds, or

(b) A continuation of the requirement that all of the outstanding Bonds be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., or any other nominee of the Depository, is not in the best interest of the beneficial owners of the Series 2026 Bonds.

(iii) Upon the termination of the services of the Depository with respect to the Series 2026 Bonds pursuant to subsection E.(ii)(b) hereof, or upon the discontinuance or termination of the services of the Depository with respect to the Series 2026 Bonds pursuant to subsection E.(i) or subsection E.(ii)(a) hereof after which no substitute securities depository willing to undertake the functions of the Depository hereunder can be found which, in the opinion of the Bond Registrar, is willing and able to undertake such functions upon reasonable and customary terms, the Bond Registrar is obligated to deliver Bonds at the expense of the beneficial owners of the Series 2026 Bonds, as described in this Ordinance and the Series 2026 Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede & Co. as nominee of the Depository, but may be required in whatever name or names the owner transferring

or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

F. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of the Depository, all payments with respect to principal or, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representations Letter.

Section 4. Interest on Bonds. The Series 2026 Bonds shall bear interest at a rate or rates as set forth in the bond purchase contract, or final acceptable bid form or purchase proposal, for the Series 2026 Bonds, which interest shall be payable commencing March 1, 2027, and semiannually thereafter on each March 1 and September 1 of each year after the first interest payment date, until the respective maturity dates thereof. Interest on the Series 2026 Bonds shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Section 5. Payment of Bonds; Pledge of Full Faith and Credit. The principal of the Series 2026 Bonds is payable in lawful money of the United States of America to the Registered Owners thereof, whose names and addresses shall appear on the registration records of the City (the "Bond Register") maintained by the Bond Registrar designated in Section 7 hereof, upon presentation and surrender of the Series 2026 Bonds at the principal office of the Bond Registrar.

Payment of each installment of interest shall be made on the due date to the Registered Owner of each Bond, at his or her address appearing on the Bond Register on the first day of the calendar month of the interest payment date, or at such other address as may be furnished in writing by such Registered Owner to the Bond Registrar, and shall be paid by check or draft of the Bond Registrar mailed to such Registered Owner.

At least three (3) days prior to each interest or principal payment date for the Series 2026 Bonds, the City shall transfer to the Bond Registrar as Paying Agent an amount sufficient to pay the principal of and interest on the Series 2026 Bonds then due and payable, and the Paying Agent is hereby authorized and directed to apply such funds to said payment.

The full faith, credit and taxing power of the City are hereby irrevocably pledged to the payment of the principal of, redemption premium, if any, and interest on the Series 2026 Bonds when and as the same become due. A default on the Series 2026 Bonds shall not constitute a general obligation of Canyon County or the State of Idaho or any subdivision thereof other than the City.

The Series 2026 Bonds shall rank equally and ratably with the Parity Bonds with respect to the City's full faith, credit and taxing power.

Section 6. Execution of Bonds. Without unreasonable delay following acceptance of the Bond Purchase Proposal, the City shall cause definitive bonds to be prepared, executed, and delivered, which Bonds shall be typewritten or printed without engraved or lithographed borders. The Series 2026 Bonds shall be signed by the Mayor of the City, countersigned by the City Treasurer, and attested by the City Clerk (all of which signatures may be by facsimile), and the facsimile seal of

the City may be imprinted or reproduced thereon. The Series 2026 Bonds shall then be delivered to the Bond Registrar for authentication by the manual signature of an authorized officer thereof.

Until the definitive bonds are prepared, the City may, if deemed necessary by the Mayor, utilize a temporary Bond which shall be typewritten, and which shall be delivered to the purchaser of the Series 2026 Bonds in lieu of definitive bonds, subject to the same provisions, limitations, and conditions as the definitive bonds. The temporary Bond shall be dated as of the date of the Series 2026 Bonds, shall be in the denomination of the aggregate amount of the Series 2026 Bonds, shall be numbered T-1, shall be substantially of the tenor of such definitive bonds, but with such omissions, insertions, and variations as may be appropriate to temporary Bonds, and shall be manually signed by the Mayor of the City, the City Treasurer and the City Clerk, and authenticated by the Bond Registrar, and shall have the seal of the City impressed thereon.

In case any of the officers who shall have signed, or countersigned, any of the Series 2026 Bonds shall cease to be such officer or officers of the City before the Series 2026 Bonds so signed or countersigned shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bonds may nevertheless be authenticated, delivered, and issued and, upon such authentication, delivery, and issue, shall be as binding upon the City as though those who signed and countersigned the same had continued to be such officers of the City. Any Bond may also be signed and countersigned on behalf of the City by such persons as at the actual date of execution of such Bonds shall be the proper officers of the City although at the original date of such Bond any such person shall not have been such officer of the City.

Only such of the Series 2026 Bonds as shall bear thereon a certificate of authentication in the form set forth in Exhibit "A," manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this Ordinance, and such certificate of authentication shall be conclusive evidence that the Series 2026 Bonds so authenticated have been duly executed, authenticated, and delivered hereunder and are entitled to the benefits of this Ordinance.

Section 7. Bond Registrar and Paying Agent. Zions Bancorporation, National Association, Boise, Idaho, is hereby appointed as bond registrar, transfer agent, and authenticating and paying agent, and is herein referred to as the "Bond Registrar." The Bond Registrar shall keep, or cause to be kept, at its corporate trust office sufficient books for the registration and transfer of the Series 2026 Bonds which shall, at all times, be open to inspection by the City. The Bond Registrar shall do all things authorized by the Idaho Registered Public Obligations Act, Chapter 9, Title 57, Idaho Code, as amended. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver the Series 2026 Bonds transferred or exchanged in accordance with the provisions of such Bonds and this Ordinance and to carry out all of the Bond Registrar's powers and duties under this Ordinance. For purposes of said Registered Public Obligations Act, this Ordinance shall constitute a "system of registration" within the meaning, and for all purposes, of said Act.

The Bond Registrar shall be responsible for the representations made by it contained in the Certificate of Authentication on the Series 2026 Bonds. The Bond Registrar may become the owner of the Series 2026 Bonds with the same rights as it would have if it were not the Bond Registrar.

The Series 2026 Bonds may be transferred only upon the books for the registration and transfer of Bonds, upon the surrender thereof at the principal office of the Bond Registrar, together with a form of transfer duly executed by the Registered Owner or his attorney duly authorized in writing, substantially in the form set forth in the form of Bond referred to in Section 6 hereof. Upon the transfer of any Bond, there shall be issued in the name of the transferee or transferees a new fully registered Bond or Bonds of the same aggregate principal amount as the surrendered Bond. The new Bond or Bonds shall bear the same date as the date of the surrendered Bond but shall bear interest from the immediately preceding interest payment date to which interest has been paid or duly provided for. The Bond Registrar shall require the payment by the Registered Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

The Bond Registrar shall not be required to exchange or transfer any Bond within fifteen (15) days of an interest payment date or, in the case of any redemption of Bonds, during the period from the record date specified by the Bond Registrar in the notice of redemption to the date of redemption.

Section 8. Redemption; Notice of Redemption. Bonds maturing by their terms on or before September 1, 2035, shall not be subject to call and redemption prior to their fixed maturity date. The City reserves the right to redeem any or all of the Series 2026 Bonds maturing by their terms on or after September 1, 2036, in advance of maturity on March 1, 2036, or on any date thereafter, in whole or in part, at the redemption price of par plus accrued interest to the date of redemption, from such maturities or parts thereof as shall be directed by the City and by lot within each maturity.

To the extent that and if any of the Series 2026 Bonds are issued as one or more maturities of term Bonds, said term Bonds will mature and be subject to mandatory sinking fund redemption in such installment amounts and on such dates as described on the final principal payment schedule for the Series 2026 Bonds and as will conform and correspond with the final successful Bond Purchase Proposal for the Series 2026 Bonds, and as or will be set forth in any further resolution or ordinance of the City awarding and accepting the final successful Bond Purchase Proposal.

For so long as the Series 2026 Bonds are in book-entry only form, if fewer than all of the Series 2026 Bonds of a maturity are called for redemption, the selection of Bonds within a maturity to be redeemed shall be made by the Depository in accordance with its operational procedures then in effect. If the Series 2026 Bonds are no longer held in book-entry only form, then the City shall select Bonds for redemption by lot in multiples of $5,000 within each maturity.

Notice of redemption shall be given by the Bond Registrar by first class mail, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date, to the Depository, and to the Registered Owner, as of the 15th day prior to mailing the notice of redemption (the "Record Date"), of each Bond which is subject to redemption, at the address of such Registered Owner as it appears in the registration books of the City kept by the Bond Registrar, or at such other address as is furnished the Bond Registrar, in writing by such Registered Owner on or prior to the Record Date. Notice shall also be given by first-class mail to the fiscal agent of the City, if any, and to the Paying Agent, if other than the Bond Registrar, and to each nationally recognized municipal securities information repository (NRMSIR), in accordance with

the Continuing Disclosure Agreement referenced in Section 20 hereof. Each notice of redemption shall state the name of the Series 2026 Bonds, the Record Date, the redemption date, the place of the redemption, the principal amount and, if less than all, the distinctive numbers of the Series 2026 Bonds or portions of the Series 2026 Bonds to be redeemed, and shall also state that the interest on the Series 2026 Bonds designated for redemption in such notice shall cease to accrue from and after such redemption date and that on said date there will become due and payable on each of said Bonds the principal thereof, interest accrued thereon to the redemption date, and premium, if any.

Each notice of redemption may further state that such redemption shall be conditional upon the Bond Registrar receiving for deposit into the Bond Fund created below, on or prior to the date fixed for redemption, moneys authorized by the City to be deposited in the Bond Fund that are sufficient to pay the principal of and interest and redemption premium, if any, on the Series 2026 Bonds to be redeemed and that if such moneys shall not have been so received the notice shall be of no force or effect and the City shall not be required to redeem such Bonds. If such a condition is included in the notice of redemption, then a notice stating sufficient moneys were not deposited and that no redemption occurred on that date shall be sent within a reasonable time thereafter, in like manner, to the Registered Owner of each Bond which was sent the notice of redemption.

If notice of redemption shall have been given as described above and the foregoing conditions, if any, shall have been met, the Series 2026 Bonds or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for the payment of the redemption price of all the Series 2026 Bonds to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, then from and after the redemption date interest on such Bonds shall cease to accrue and become payable.

Any notice mailed as described above shall be conclusively presumed to have been duly given, whether or not the Registered Owner received such notice. Failure to give such notice or any defect therein with respect to any Bonds shall not affect the validity of proceedings for redemption with respect to any other Bonds for which notice has been properly given.

If less than all of the Series 2026 Bonds of any maturity are to be so redeemed, and if under the provisions of this Ordinance the City is to select and determine the Series 2026 Bonds for redemption by lot, then the City hereby authorizes and directs that the particular Bonds or portion of Bonds to be redeemed shall be selected at random by the Bond Registrar in such manner as the Bond Registrar in its discretion may deem fair and appropriate. The portion of any registered Bond of a denomination of more than $5,000 to be redeemed will be in the principal amount of $5,000 or a natural multiple thereof, and in selecting portions of such Bonds for redemption the Bond Registrar will treat each such Bond as representing that number of Bonds of $5,000 denomination which is obtained by dividing the principal amount of such Bond by $5,000.

No defect in such further notice nor any failure to give all or any portion of such notice shall in any manner affect the validity of a call for redemption if the notice referenced in the preceding paragraphs is given as described above.

Section 9. Sale of Bonds. The Series 2026 Bonds shall be sold at public sale on April 7, 2026,

or such later date as determined by the Mayor and/or Finance Director. Competitive purchase proposals may be submitted not later than 10:00 a.m. Mountain Standard Time (M.S.T.) on the date of sale, to the City through the City's Municipal Advisor, Zions Public Finance, Inc. (the "Municipal Advisor"), in accordance with and all as more fully set forth in the Notice of Sale described below in Section 10. All proposals will then be acted upon by the City through its Mayor and/or Finance Director as soon as possible on such date, and by no later than 10:00 a.m. M.S.T. on the business day following the public sale, as further provided in the Notice of Sale.

Pursuant to Section 57-235, Idaho Code, as amended, the Council hereby delegates to the Mayor and the Finance Director, each with the authority to act alone (hereinafter each referred to as the "Delegated Officer"), the power to make the following determinations on the date of sale of the Series 2026 Bonds, without any requirement that the Council meet to approve such determinations, but subject to the limitations provided:

i. The price at which the Series 2026 Bonds will be sold, which shall not be less than par.

ii. The true interest cost for the Series 2026 Bonds, which shall not exceed 4.50% per annum.

iii. The par amount of the Series 2026 Bonds, which shall not exceed $5,300,000.

iv. The final maturity date of the Series 2026 Bonds, which shall not exceed twenty (20) years from the date of issuance.

v. The amount of principal of the Series 2026 Bonds maturing in any particular year, and the rate of interest accruing thereon.

vi. The amount of proceeds of the Series 2026 Bonds to be deposited into the Costs of Issuance Fund.

vii. The amount of proceeds of the Series 2026 Bonds to be deposited into the Project Construction Fund.

Upon acceptance of the winning bond purchase proposal (the "Bond Purchase Proposal"), on or before the issuance of the Series 2026 Bonds the Delegated Officer shall execute a Terms Certificate substantially in the form attached hereto as Exhibit "D" reflecting the final terms and provisions of the Series 2026 Bonds and certifying that the final terms and provisions of the Series 2026 Bonds are consistent with, not in excess of and no less favorable than the terms set forth above, and the Mayor and the Finance Director and other officers at the City may execute and deliver any and all documents needed to carry out the accepted Bond Purchase Proposal.

Section 10. Notice of Sale and Official Statement. The Notice of Sale in substantially the form attached hereto as Exhibit "B", and by this reference incorporated herein, is hereby approved. The Finance Director or any other officer of the City is hereby directed to execute the Notice of Sale on behalf of the City, and to call for proposals or bids for the sale and purchase of the Series 2026 Bonds, all in the manner more particularly set forth in the Notice of Sale. The Council, in the exercise of its sound discretion, hereby determines that the system of electronic bidding set forth

in the Notice of Sale and the good faith deposit requirements therein, if any, are fair to all potential bidders and may produce the lowest effective interest rate for the sale and purchase of the Series 2026 Bonds. The publication of a summary version of the complete Notice of Sale is hereby authorized and approved and such summarized Notice of Sale shall be published at least once each week for three (3) consecutive weeks in the Idaho Press, the official newspaper of the City, with the first such publication being at least twenty-one (21) full days prior to the date of sale. In addition, the Notice of Sale shall be posted electronically through i-Deal LLC and shall be distributed to potential bidders by the Municipal Advisor as further described below.

The preliminary form of the Official Statement related to the Series 2026 Bonds (the "Preliminary Official Statement") submitted to the City has been prepared by the City's Municipal Advisor. The Municipal Advisor is authorized and directed to cause the Notice of Sale and the Preliminary Official Statement pertaining to the sale of the Series 2026 Bonds, to be distributed to such municipal bond broker-dealers, such banking institutions, and to such other persons, as may be interested in purchasing the Series 2026 Bonds herein offered for sale. The Finance Director is authorized to certify on behalf of the City that the Preliminary Official Statement is deemed final as of its date, within the meaning of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (except for the omission of certain pricing, rating and related information as permitted by the Rule).

Section 11. Delivery of Bonds; Application of Proceeds. The Finance Director, Mayor, and the Clerk of the City are hereby instructed to make delivery of the Series 2026 Bonds to the purchaser of the Series 2026 Bonds under the DTC Fast Automated Securities Transfer System and to receive payment therefor in accordance with the terms of the Bond Purchase Proposal and to deposit the proceeds of sale as follows:

A. A portion of the proceeds of sale of the Series 2026 Bonds described in the Tax Certificate (hereinafter defined) shall be deposited in the Cost of Issuance Fund and utilized as provided in Section 12 hereof; and

B. Proceeds of sale of the Series 2026 Bonds in the amount described in the Tax Certificate (hereinafter defined) shall be deposited into the Project Construction Fund and utilized as provided in Section 13 hereof.

Section 12. Cost of Issuance Fund. There is hereby created a cost of issuance fund (the "Cost of Issuance Fund") which is to be held by the Bond Registrar. Pursuant to Section 11, a portion of the proceeds of the Series 2026 Bonds shall be deposited to the Cost of Issuance Fund with the Bond Registrar and used to pay costs of issuance of the Series 2026 Bonds as directed upon a written certificate of the City. Not later than September 1, 2026, any balance in the Cost of Issuance Fund shall be transferred to the Bond Fund held by the City, and the Cost of Issuance Fund shall thereafter be closed and terminated.

Section 13. Project Construction Fund. There is hereby created and shall be maintained in the office of the Treasurer of the City, a fund and account separate and distinct from all other funds of the City, to be known as the "City of Caldwell, Canyon County, State of Idaho, General Obligation Bonds, Series 2026, Project Construction Fund" (the "Project Construction Fund"), or such other designation conforming to banking requirements and good accounting practices, into which shall

be deposited all of the proceeds of the sale of the Series 2026 Bonds, except for any costs of issuing the Series 2026 Bonds deposited into the Cost of Issuance Fund or otherwise paid on the date of closing and except for accrued interest on the Series 2026 Bonds, if any, which accrued interest on the Series 2026 Bonds shall be deposited into the Bond Fund, hereinafter created. Investment earnings on monies deposited and held in the Project Construction Fund and Bond Fund will remain in each such respective fund and be used as set forth in this Ordinance. The Bond proceeds in the Project Construction Fund may be used to pay for costs of issuing the Series 2026 Bonds and the costs of the capital improvements heretofore authorized. In the event there are funds remaining in said Project Construction Fund after all expenditures for improvements as set forth hereinabove, any surplus funds shall then be deposited into the Bond Fund and used for the payment of principal of and interest on the outstanding Bonds as the same shall accrue.

Section 14. Tax Levy. The Series 2026 Bonds are general obligation bonds of the City, and as such the full faith and credit of the City are hereby pledged for their payment. The officers now or hereafter charged by law with the duty of levying taxes for the payment of said Bonds and interest thereon shall, in the manner provided by law, make annual levies unlimited as to rate or amount upon all of the taxable property within said City sufficient in amount to meet the annual payments of Bond principal and the semi-annual payments of interest maturing and accruing as set forth in Sections 3 and 4 hereinabove. Such taxes when collected shall be placed in the Bond Fund (hereinafter defined) and shall be used for no other purpose than for the payment of the principal and interest on the Series 2026 Bonds, so long as any of the Series 2026 Bonds remain outstanding and unpaid, but nothing herein shall be construed to prevent the City from paying the interest on or principal of the Series 2026 Bonds from any other funds available for that purpose, or to prevent the City from levying any further or additional taxes which may be necessary fully to pay the interest on or principal of the Series 2026 Bonds. Principal or interest falling due at any time when the proceeds of ad valorem tax levies may not be available shall be paid from other funds of the City and may be reimbursed from the proceeds of such taxes when collected.

Section 15. General Obligation Bonds Bond Fund. The proceeds of taxes levied without limitation as to rate or amount to pay the principal of and interest on the Series 2026 Bonds, as set forth above, shall be kept by the Treasurer of the City in a special fund, which is hereby created, separate and apart from all other funds, and which is hereby designated "City of Caldwell, Canyon County, State of Idaho, General Obligation Bonds, Series 2026, Bond Fund" (the "Bond Fund"), or such other designation conforming to banking requirements and good accounting practices, which Bond Fund shall be used for no other purpose than the payment of the principal of and interest on the Series 2026 Bonds as the same fall due. Said Bond Fund shall be maintained by said Treasurer until the principal of and interest on said Bonds have been paid in full. Monies held in the Bond Fund and any other fund for the Series 2026 Bonds shall be invested only in securities permitted under Section 50-1013, Idaho Code, as amended. Any monies remaining in any fund for the Series 2026 Bonds after discharge or defeasance of the Series 2026 Bonds shall be applied as directed by the City.

Section 16. Non-Arbitrage. The proceeds of the sale of Bonds shall not be used directly or indirectly to acquire any securities or obligations, the acquisition of which would cause any of the Series 2026 Bonds to be arbitrage bonds, within the meaning of Sections 103 or 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and a certificate stating that the Series 2026 Bonds are not arbitrage bonds within the meaning of said Sections 103 or 148 shall be provided to

the purchaser at the time of delivery of the Series 2026 Bonds. The City covenants to and for the benefit of the holders of the Series 2026 Bonds from time to time that no use will be made of the proceeds of the issue and sale of the Series 2026 Bonds or any other funds or accounts of the City which might be deemed to be available proceeds of the Series 2026 Bonds pursuant to the provisions of Section 148 of the Code, and the applicable regulations, which, if such use had been reasonably expected on the date of delivery of and payment for the Series 2026 Bonds, would cause the Series 2026 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code. Pursuant to such covenant, the City obligates itself to comply throughout the term of the issue of the Series 2026 Bonds with the requirements of Section 148 of the Code, and any regulations promulgated thereunder. In addition, at closing and delivery of the Series 2026 Bonds the City shall execute a Tax Certificate stating that it will expend the proceeds of the Series 2026 Bonds in a manner that will comply with applicable Sections of the Code and that the Series 2026 Bonds will otherwise comply with the Code. The City shall comply with all provisions of said Tax Certificate.

Section 17. Bank Qualified. The Bonds will be designated as a "qualified tax-exempt obligation" within the meaning and for the purpose of Section 265(b)(3) of the Code, and the City, including all aggregated issuers as described in Section 265(b)(3)(E), does not reasonably anticipate that it will issue more than $10,000,000, including the Bonds, as qualified tax-exempt obligations during the calendar year 2026.

Section 18. Defeasance. In the event that money and/or government obligations, maturing or having guaranteed redemption prices at the option of the owner at such time or times and bearing interest to be earned thereon in such amounts as are sufficient (together with any resulting cash balances) to redeem and retire part or all of the Series 2026 Bonds in accordance with their terms, are hereafter irrevocably set aside in a special account in accordance with Section 57-504, Idaho Code, as amended and pledged to effect such redemption and retirement, then no further payments need be made into the Bond Fund for the payment of the principal of and interest on such Bonds so provided for, and such Bonds and interest accrued thereon shall then cease to be entitled to any lien, benefit, or security of this Ordinance, except the right to receive the funds so set aside and pledged, and such Bonds and interest accrued thereon shall no longer be deemed to be outstanding hereunder.

Section 19. Post Issuance Tax Compliance Procedures. The City hereby adopts and agrees to follow the Post Issuance Tax Compliance Procedures set forth in Exhibit "C" attached hereto.

Section 20. Rule 15c2-12 and Continuing Disclosure Covenants. The City hereby covenants to comply with any applicable requirements of Securities and Exchange Commission Rule 15c2-12 (the "Rule") with respect to any official statement and/or continuing financial disclosure with respect to the Series 2026 Bonds including without limitation the execution of a Continuing Disclosure Agreement for the Series 2026 Bonds. The City further approves the form of Continuing Disclosure Agreement between the City and the Bond Registrar (the "Continuing Disclosure Agreement") in substantially the form presented to the Council at this meeting, and further authorizes the Mayor, City Clerk, City Treasurer, Finance Director or other officer of the City to execute the Continuing Disclosure Agreement. The City hereby authorizes the Finance Director to "deem final" the Preliminary Official Statement, as presented to the Council, for purposes of the Rule and agrees that a final Official Statement will be furnished to the Purchaser

of the Series 2026 Bonds within seven (7) business days after the sale of the Series 2026 Bonds referenced in Section 9 above.

Section 21. Severability. If any sentence, phrase, paragraph, section, or subsection of this Ordinance shall be declared by any court of competent jurisdiction to be contrary to law, then the same shall be deemed separable from the remainder of this Ordinance and shall in no way affect the validity of the other provisions of, or of any bonds issued pursuant to, this Ordinance.

Section 22. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and the publication thereof in full or by summary, as provided by law, and the second and third readings hereof have been duly and properly waived by the City Council.

Section 23. Ordinance A Contract. The provisions of this Ordinance shall constitute a contract between the City and the Registered Owner so long as the Series 2026 Bonds hereby authorized remains unpaid.

Section 24. Repealer. All prior ordinances or parts thereof, to the extent inconsistent herewith, are hereby repealed and shall, to the extent of such inconsistency, have no further force or effect.

Section 25. Authorization. The Mayor, Finance Director, City Clerk, and City Treasurer, or any one of such officers, as may be appropriate to the circumstances, are hereby authorized to execute, on behalf of the City, the Series 2026 Bonds and all such additional documents as may be necessary to effect the sale and delivery of the Series 2026 Bonds.

Section 26. Publication. This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon passage, approval, and publication.

[Remainder of Page Intentionally Left Blank]

PASSED by the City Council of the City of Caldwell, Canyon County, Idaho, this 16th day of March, 2026.

APPROVED by the Mayor of the City of Caldwell, Canyon County, Idaho, this 16th day of March, 2026.

CITY OF CALDWELL, IDAHO

(SEAL)

By:_____
Mayor

Attest:

_____
City Clerk

I, the undersigned, the Clerk of the City of Caldwell, Canyon County, Idaho, hereby certify that the foregoing Ordinance is a full, true, and correct copy of an Ordinance duly passed and adopted at a meeting of the Council of the City, duly held at the meeting place thereof on March 16, 2026, of which meeting all members of said Council had due notice, and at which a majority thereof were present; and that at said meeting said Ordinance was adopted by the following vote:

_____	AYES
_____	NOES
_____	ABSENT
_____	ABSTAIN

I further certify that I have carefully compared the same with the original Ordinance on file, and of record in my office; that said Ordinance is a full, true, and correct copy of the original Ordinance adopted at said meeting, and that said Ordinance has not been amended, modified, or rescinded since the date of its adoption, and is now in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of said City on March 16, 2026.

(S E A L)

_____
Clerk

EXHIBIT "A"

UNITED STATES OF AMERICA
STATE OF IDAHO

Registered No. R-___ $_____

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the City (defined below) or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the Registered Owner hereof, Cede & Co., has an interest herein.

CITY OF CALDWELL
CANYON COUNTY, STATE OF IDAHO
GENERAL OBLIGATION BONDS, SERIES 2026

DATED DATE	INTEREST RATE	MATURITY DATE	CUSIP
_____, 2026	_____%	September 1, 20____	____

REGISTERED OWNER: * * * CEDE & CO.* * *

PRINCIPAL AMOUNT: ***_____***

KNOW ALL MEN BY THESE PRESENTS: That the City of Caldwell, Canyon County, Idaho (the "City"), for value received, hereby acknowledges itself indebted and promises to pay pursuant to the provisions of Ordinance No. 3745 of the City adopted on March 16, 2026 (the "Bond Ordinance") providing for the sale and issuance of the City's General Obligation Bonds, Series 2026 (the "Bonds"), to the above specified Registered Owner or registered assigns, on the maturity date specified above (the "Maturity Date"), the principal amount set forth above and to pay interest thereon from the above Dated Date, or the most recent date to which interest has been paid or duly provided for, at the rate specified above, payable on March 1, 2027, and semi-annually thereafter on each March 1 and September 1 of each year until the Maturity Date or prior redemption of this Bond.

Both principal of and interest on this Bond are payable in lawful money of the United States of America to the Registered Owner hereof whose name and address appear on the registration books of the City (the "Bond Register") maintained by the Bond Registrar, which shall be Zions Bancorporation, National Association, Boise, Idaho. Interest shall be paid by mailing a check or

draft of the Bond Registrar on the due date to the Registered Owner at the address shown on the Bond Register on the first day of the calendar month of the interest payment date, or at such other address as may be furnished in writing by such registered owner to the Bond Registrar. Principal shall be paid to the Registered Owner upon presentation and surrender of this Bond on or after the Maturity Date or prior redemption at the principal office of the Bond Registrar.

The full faith and credit of the City are hereby pledged for the due and punctual payment of the principal hereof and interest hereon, and provision has been made in the statutory manner under the Bond Ordinance for the levy and collection of taxes sufficient to pay the interest on this Bond as the same becomes due and for the payment of the principal hereof at the Maturity Date of this Bond.

This Bond is one of a duly authorized issue of Bonds of like date, tenor, and effect, except for variations required to state numbers, denomination, rates of interest, and dates of maturity, aggregating $_____ in principal amount, and is issued pursuant to and in full compliance with the Constitution and statutes of the State of Idaho, particularly Title 50, Chapter 10, and Title 57, Chapter 2, Idaho Code, as amended, and proceedings duly adopted and authorized by the City Council, more particularly the Bond Ordinance, and also pursuant to the legal authorization of a special bond election conducted within said City on November 7, 2023.

Bonds maturing by their terms on or before September 1, 2035, shall not be subject to call or redemption prior to their fixed maturity date. The City hereby reserves the right to redeem any or all of the Bonds maturing by their terms on or after September 1, 2036, in advance of maturity, on March 1, 2036, or on any date thereafter, in whole or in part, in the order of maturity selected as provided in the Bond Ordinance, either by DTC, or by the City and by lot in multiples of $5,000 within any maturity, at the redemption price of par, plus accrued interest to the date of redemption; provided, however, that notice of any intended redemption shall be given not less than thirty (30) nor more than sixty (60) days prior to the redemption date by first class mail, postage prepaid, to DTC and to the Registered Owner of any Bond to be redeemed at the address appearing on the Bond Register, and by mailing a copy of the redemption notice to registered securities depositories and others as provided in the Bond Ordinance. The requirements of the Bond Ordinance shall be deemed to be complied with when notice is mailed as therein provided, regardless of whether or not it is actually received by the owner of such Bond. Interest on all of such Bonds so called for redemption shall cease to accrue on the date fixed for redemption unless such Bond or Bonds so called for redemption are not redeemed upon presentation made pursuant to such call.

This Bond and the Bonds of this issue are issued for the purpose of providing funds to pay the cost of the acquisition, construction, improvement, and equipment of certain existing and new fire and related facilities for the City, together with other capital items and related improvements and costs, as more fully described in the Bond Ordinance.

This Bond and the Bonds of this issue are general obligations of the City and the full faith and credit of the City have been pledged for the prompt payment of the principal of and interest on this Bond. The City has covenanted in the Bond Ordinance to make annual levies of taxes on all taxable property in the City without limitation as to rate or amount to pay the principal of and interest on this Bond. The proceeds of said taxes shall be kept by the Treasurer of the City in the City of Caldwell, Canyon County, State of Idaho, General Obligation Bonds, Series 2026, Bond

Fund (the "Bond Fund") separate and apart from all other funds of the City. For a more particular description of said Bond Fund, the revenues to be deposited therein, and the nature and extent of the security afforded thereby, reference is made to the provisions of the Bond Ordinance pursuant to which this Bond is issued and such Bond Fund will be maintained.

Bonds are interchangeable for Bonds of any authorized denomination of equal aggregate principal amount and of the same interest rate and maturity, upon presentation and surrender to the Bond Registrar.

Reference is hereby made to the Bond Ordinance for the covenants and declarations of the City and other terms and conditions under which this and the Bonds of this issue have been issued.

THIS BOND SHALL NOT BE VALID OR BECOME OBLIGATORY FOR ANY PURPOSE OR BE ENTITLED TO ANY SECURITY OR BENEFIT UNDER THE BOND ORDINANCE UNTIL THE CERTIFICATE OF AUTHENTICATION HEREON SHALL HAVE BEEN MANUALLY SIGNED BY THE BOND REGISTRAR.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions, and things required by the Constitution and statutes of the State of Idaho to exist, to have happened, been done, and performed precedent to and in the issuance of this Bond have happened, been done, and performed, and that the issuance of this Bond and the Bonds of this issue does not violate any Constitutional, statutory, or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City by its duly constituted City Council has caused this Bond to be executed by the facsimile or manual signature of the Mayor, countersigned by the facsimile or manual signature of the City Treasurer and attested by the facsimile or manual signature of the City Clerk, and a facsimile of the seal of the City to be reproduced hereon, as of this ____ day of _____, 2026.

CITY OF CALDWELL, IDAHO

By: (Facsimile or Manual Signature)____
Mayor

By: (Facsimile or Manual Signature)____
City Treasurer

Attest:

By: (Facsimile or Manual Signature) (FACSIMILE SEAL)
City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the City of Caldwell, Canyon County, State of Idaho, General Obligation Bonds, Series 2026, dated as of _____, 2026, described in the within-mentioned Bond Ordinance.

Date of Authentication: _____, 2026.

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as Bond Registrar

By: (Manual Signature)
Authorized Officer, Zions Bank Division

LEGAL OPINION

IT IS HEREBY CERTIFIED that a true and complete copy of the legal opinion of Skinner Fawcett LLP, of Boise, Idaho, which opinion was dated the date of delivery of and payment for the Bonds described therein, was delivered to me on said date, and is a part of the permanent records of the City.

CITY OF CALDWELL, IDAHO

By: (Facsimile or Manual Signature)
City Clerk

* * * * * * * * * * * * *

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - - as tenants in common

TEN ENT - - as tenants by the entireties

JT TEN - - as joint tenants with right of survivorship and not as tenants in common

UNIF TRFS MIN ACT . . . . . Custodian . . . . . .
(Cust) (Minor)

under Uniform Transfer to Minors Act . . . . . .

(State)

Additional abbreviations may also be used although not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Name of Transferee: _____

Address: _____

_____

_____

Tax Identification No. _____

the within Bond and hereby irrevocably constitutes and appoints

_____

_____

to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____.

_____

Registered Owner

NOTE: The signature on this Assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

SIGNATURE GUARANTEED:

_____

NOTICE: The signature(s) should be guaranteed by an eligible guarantor institution, (banks, stockbrokers, savings and loan associations and credit unions with membership in an approved signature medallion program), pursuant to S.E.C. Rule 17Ad-15.

EXHIBIT "B"

FORM OF NOTICE OF SALE

NOTICE OF INTENTION TO SELL UP TO

$5,300,000 CITY OF CALDWELL, CANYON COUNTY, IDAHO
GENERAL OBLIGATION BONDS, SERIES 2026
AT PUBLIC BOND SALE

Pursuant to Idaho Code Section 57-215(1), notice is hereby given by the City of Caldwell, Canyon County, State of Idaho (the "City"), of the public sale of up to $5,300,000 aggregate principal amount of the City's General Obligation Bonds, Series 2026 (the "2026 Bonds") on Tuesday, April 7, 2026. Bids will be received electronically by the City via the PARITY® electronic bid submission system ("PARITY®") until up to 9:30 a.m., Mountain Time ("MT"), for the purchase, all or none ("AON"), of the 2026 Bonds on April 7, 2026. The Mayor and Finance Director of the City (the "Designated Officers") and Zions Public Finance, Inc., acting as municipal advisor to the City (the "Municipal Advisor"), will review and consider the bids and select the successful bid on April 7, 2026, in accordance with certain parameters to be established by a Bond Ordinance of the City Council of the City. The 2026 Bonds will be authorized by a Bond Ordinance expected to be adopted at a regular meeting of the City Council to be held at City Hall, 411 Blaine St., Caldwell, Idaho 83605, on March 16, 2026, or such later date and time as may be fixed by the City Council. For additional information concerning the terms and provisions of the Bonds, the security for payment of the Bonds and other pertinent information relating to the Bonds, reference is made to documents available for public inspection at the offices of the City at 411 Blaine St., Caldwell, Idaho, Monday through Friday, 9:00 a.m. to 4:00 p.m. (telephone (208) 455-3000).

EXHIBIT "C"

FORM OF POST ISSUANCE TAX COMPLIANCE PROCEDURES

City of Caldwell
Post-Issuance Tax Compliance Procedures
For Tax-Exempt Bonds

May 7, 2024

The purpose of these Post-Issuance Tax Compliance Procedures is to establish policies and procedures in connection with tax-exempt bonds ("Bonds") issued by the City of Caldwell (the "City") so as to ensure that the City complies with all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the Bonds.

General

Ultimate responsibility for all matters relating to City financings and refinancings rests with the Finance Director (the "Finance Director").

Post-Issuance Compliance Requirements

External Advisors / Documentation

The Finance Director and other appropriate City personnel shall consult with bond counsel and other legal counsel and advisors, as needed, throughout the Bond issuance process to identify requirements and to establish procedures necessary or appropriate so that the Bonds will continue to qualify for the appropriate tax status. Those requirements and procedures shall be documented in a City ordinance(s), resolution(s), Tax Certificate(s) and / or other documents finalized at or before issuance of the Bonds. Those requirements and procedures shall include future compliance with applicable arbitrage rebate requirements and all other applicable post-issuance requirements of federal tax law throughout (and in some cases beyond) the term of the Bonds.

The Finance Director and other appropriate City personnel also shall consult with bond counsel and other legal counsel and advisors, as needed, following issuance of the Bonds to ensure that all applicable post-issuance requirements in fact are met. This shall include, without limitation, consultation in connection with future contracts with respect to the use of Bond-financed assets and future contracts with respect to the use of output or throughput of Bond-financed assets.

Whenever necessary or appropriate, the City shall engage expert advisors (each a "Rebate Service Provider") to assist in the calculation of arbitrage rebate payable in respect of the investment of Bond proceeds.

Role of the City as Bond Issuer

Unless otherwise provided by City ordinances or resolutions, unexpended Bond proceeds shall be held by the City, and the investment of Bond proceeds shall be managed by the Finance Director.

The Finance Director shall maintain records and shall prepare regular, periodic statements to the City regarding the investments and transactions involving Bond proceeds.

If a City ordinance or resolution provides for Bond proceeds to be administered by a trustee, the trustee shall provide regular, periodic (monthly) statements regarding the investments and transactions involving Bond proceeds.

Arbitrage Rebate and Yield

Unless a Tax Certificate documents that bond counsel has advised that arbitrage rebate will not be applicable to an issue of Bonds:

- the City shall engage the services of a Rebate Service Provider, and the City or the Bond trustee shall deliver periodic statements concerning the investment of Bond proceeds to the Rebate Service Provider on a prompt basis;

- upon request, the Finance Director and other appropriate City personnel shall provide to the Rebate Service Provider additional documents and information reasonably requested by the Rebate Service Provider;

- the Finance Director and other appropriate City personnel shall monitor efforts of the Rebate Service Provider and assure payment of required rebate amounts, if any, no later than 60 days after each 5-year anniversary of the issue date of the Bonds, and no later than 60 days after the last Bond of each issue is redeemed; and

- during the construction period of each capital project financed in whole or in part by Bonds, the Finance Director and other appropriate City personnel shall monitor the investment and expenditure of Bond proceeds and shall consult with the Rebate Service Provider to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month spending period up to 6 months, 18 months or 24 months, as applicable, following the issue date of the Bonds.

For working capital financings the City shall follow procedures set forth in the applicable Tax Certificate and/or instructions delivered at bond or note closing.

The City shall retain copies of all arbitrage reports and trustee statements as described below under "Record Keeping Requirements."

Use of Bond Proceeds

The Finance Director and other appropriate City personnel shall:

- monitor the use of Bond proceeds, the use of Bond-financed assets (e.g., facilities, furnishings or equipment) and the use of output or throughput of Bond-financed assets throughout the term of the Bonds (and in some cases beyond the term of the Bonds) to ensure compliance with covenants and restrictions set forth in applicable City ordinances or resolutions and Tax Certificates;

• maintain records identifying the assets or portion of assets that are financed or refinanced with proceeds of each issue of Bonds;

• consult with Bond Counsel and other professional expert advisers in the review of any contracts or arrangements involving use of Bond-financed facilities to ensure compliance with all covenants and restrictions set forth in applicable City ordinances or resolutions and Tax Certificates;

• maintain records for any contracts or arrangements involving the use of Bond-financed facilities as might be necessary or appropriate to document compliance with all covenants and restrictions set forth in applicable City ordinances or resolutions and Tax Certificates;

• meet at least annually with personnel responsible for Bond-financed assets to identify and discuss any existing or planned use of Bond-financed, assets or output or throughput of Bond-financed assets, to ensure that those uses are consistent with all covenants and restrictions set forth in applicable City ordinances or resolutions and Tax Certificates.

• take timely remedial actions under section 1.141-12 of the Treasury Regulations (or other remedial actions authorized by the Commissioner of the IRS under Section 1.141-12(h) of the Regulations) to prevent from being considered "deliberate actions" any actions of the City which cause the conditions of the private business tests or the private loan financing test to be met resulting in private activity bonds.

All relevant records and contracts shall be maintained as described below and in the applicable Tax Certificate.

Investment of Bond proceeds in compliance with the arbitrage bond rules and rebate of arbitrage will be supervised by the Finance Director.

- Guaranteed investment contracts ("GIC") will be purchased only using the three-bid "safe harbor" of applicable Treasury regulations, in compliance with fee limitations on GIC brokers in the regulations.

- Other investments will be purchased only in market transactions.

- Calculations of rebate liability will be performed annually by outside consultants.

- Rebate payments will be made with Form 8038-T no later than 60 days after (a) each fifth anniversary of the date of issuance and (b) the final retirement of the issue. Compliance with rebate requirements will be reported to the bond trustee and the issuer.

- Identification of the date for first rebate payment will be determined at time of issuance and entered in records for the issue.

<u>Record Keeping Requirements</u>

Unless otherwise specified in applicable City ordinances or resolutions or Tax Certificates, the City shall maintain the following documents for the term of each issue of Bonds (including refunding Bonds, if any) plus at least three years:

- a copy of the Bond closing transcript(s) and other relevant documentation delivered to the City at or in connection with closing of the issue of Bonds;

- a copy of all material documents relating to capital expenditures financed or refinanced by Bond proceeds, including (without limitation) construction contracts, purchase orders, invoices, trustee requisitions and payment records, as well as documents relating to costs reimbursed with Bond proceeds and records identifying the assets or portion of assets that are financed or refinanced with Bond proceeds;

- a copy of all contracts and arrangements involving private use of Bond-financed assets or for the private use of output or throughput of Bond-financed assets; and

- copies of all records of investments, investment agreements, arbitrage reports and underlying documents, including trustee statements.

EXHIBIT "D"

FORM TERMS CERTIFICATE

CITY OF CALDWELL, CANYON COUNTY, STATE OF IDAHO
GENERAL OBLIGATION BONDS, SERIES 2026

The undersigned official of the City of Caldwell, Canyon County, Idaho (the "City"), as a Delegated Officer, does hereby certify as follows (capitalized terms used herein and not defined have the meanings assigned to such terms in the Ordinance, hereinafter defined):

1. The undersigned is familiar with Ordinance No. 3745 of the City adopted on March 16, 2026 (the "Ordinance"), authorizing the issuance of the City's General Obligation Bonds, Series 2026 (the "Bonds") and related documents, which Bonds are sold this date to [UNDERWRITER], as purchaser of the Bonds (the "Underwriter").

2. Section 9 of the Ordinance delegated to the undersigned, as a Delegated Officer, the power to make certain determinations on the date of sale of the Bonds.

3. Pursuant to such delegation, the undersigned Delegated Officer hereby determines as follows:

a. Details of the terms of the Bonds including payment schedules are reflected in the final bond sale number schedules provided by the Underwriter this date, which schedules are attached as Exhibit A hereto.

b. The rate of interest to be borne by the Bonds is ____% per annum and the true interest cost on the Bonds does not exceed ____%

c. The par amount of the Bonds is $_____.

d. The principal payment dates and the amount of principal of the Bonds maturing in any particular year, and the rates of interest accruing thereon are reflected on the attached Exhibit A.

e. The final maturity of the Bonds is _____, 20__ and does not exceed a final maturity of twenty-five years from the date of the issuance of the Bond.

f. The Bonds are sold at the purchase price of $_____, representing the principal amount thereof.

g. The amount of proceeds of the Bonds to be deposited to the Cost of Issuance Fund is $_____.

h. The amount of proceeds of the Bonds to be deposited to the Project Construction Fund is $_____.

4. The undersigned Delegated Officer hereby certifies that the final terms and provisions of the Bonds, as described above and in the attached Exhibit A, are consistent with, not in excess of, and no less favorable than, the terms set forth in Section 9 of the Ordinance.

5. The undersigned Delegated Officer has therefore caused to be executed and delivered the Bond Purchase Agreement and the Bonds this date.

DATED: _____, 2026.

CITY OF CALDWELL, CANYON COUNTY, IDAHO

By: _____
Title: _____

CONTINUING DISCLOSURE AGREEMENT

CITY OF CALDWELL, CANYON COUNTY, STATE OF IDAHO
GENERAL OBLIGATION BONDS, SERIES 2026

(CUSIP Base Number 129019)

THIS CONTINUING DISCLOSURE AGREEMENT (the "Agreement") is executed and delivered by the City of Caldwell, Canyon County, Idaho (the "Issuer") and Zions Public Finance, Inc. (the "Dissemination Agent"), as of the date set forth below in order for the Issuer to authorize and direct the Dissemination Agent, as the agent of the Issuer, to make certain information available to the public in compliance with Section (b)(5)(i) of Rule 15c2-12, as hereinafter defined.

WITNESSETH:

1. Background. The Issuer has resolved to issue its General Obligation Bonds, Series 2026 (the "Bonds"). The Bonds are issued pursuant to Ordinance No. _____, adopted by the City Council of the Issuer on March 16, 2026 (the "Ordinance"), which names Dissemination Agent as the as paying agent and registrar, all as further described in the Official Statement prepared in connection with the issuance of the Bonds. The CUSIP number assigned to the final maturity of the Bonds is 129019 [_____].

2. Appointment of Dissemination Agent. The Issuer hereby appoints the Dissemination Agent and any successor Dissemination Agent acting as such under the Ordinance as its agent under this Agreement to disseminate the financial information and notices furnished by the Issuer hereunder in the manner and at the times as herein provided and to discharge the other duties assigned.

3. Information to be Furnished by the Issuer. The Issuer hereby covenants for the benefit of the registered and beneficial owners of the Bonds that, as long as any of the Bonds are outstanding under the Ordinance, the Issuer will deliver the following information to the Dissemination Agent:

a. Within 210 days after the end of the Issuer's fiscal year, beginning with fiscal year ended September 30, 2026, the audited financial statements of the Issuer prepared in accordance with generally accepted accounting principles, together with the report thereon of the Issuer's independent auditors. If audited financial statements are not available by the time specified herein, unaudited financial statements will be provided and audited financial statements will be provided when, and if, available. The Issuer shall include with each submission a written representation addressed to the Dissemination Agent to the effect that the financial statements are the financial statements required by this Agreement and that they comply with the applicable requirements of this Agreement. For the purposes of determining whether information received from the Issuer is the required financial statements, the Dissemination Agent shall be entitled conclusively to rely on the Issuer's written representation made pursuant to this Section.

b. Within 210 days after the end of the Issuer's fiscal year, beginning with fiscal year ended September 30, 2026, the other financial, statistical and operating data for said fiscal year of the Issuer in the form and scope similar to the financial, statistical and operating data contained in the Issuer's Official Statement, specifically the tables and/or information contained under the following tables and headings of the Official Statement:

DEBT STRUCTURE OF THE CITY OF CALDWELL, IDAHO

- Outstanding Municipal Debt:
    - "Outstanding General Bonded Indebtedness" (pg. 15);
    - "Overlapping General Obligation Debt" (pg. 15); and
    - "General Obligation Legal Debt Limit And Additional Debt Incurring Capacity" (pg. 16).
- Debt Ratios (pgs. 15-16).

FINANCIAL INFORMATION REGARDING THE CITY OF CALDWELL, IDAHO

- Financial Summaries:
    - "Statement of Net Position" (pgs. 18-19);
    - "Statement of Activities – Total Primary Government" (pg. 20);
    - "Balance Sheet – Governmental Fund Types" (pg. 21); and
    - "Statement of Revenues, Expenditures, and Changes in Fund Balance – Governmental Fund Types – General Fund" (pg. 22).
- Direct and Overlapping Tax Rates of the City (pg. 23).
- Taxable Value of Property (pg. 24).
- Tax Collection Record (pg. 25).
- The Largest Taxpayers of the City (pg. 25).

c. The Dissemination Agent shall provide notice to the Issuer of its requirement to provide the information listed in Sections 3.a. and 3.b. at least thirty (30) days prior to the date such information is to be provided to the Dissemination Agent by the Issuer. Any or all of the items listed above in Sections 3.a. or 3.b. may be incorporated by reference from other documents, including official statements of debt issues of the Issuer which have been previously submitted to the Repository or the SEC. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such document incorporated by reference. In the event Issuer is unable or fails to provide the required annual financial information specified in Sections 3.a. and 3.b. above on or before the date specified therein, Issuer shall timely submit to the Repository notice of such failure in the form attached hereto as Exhibit A.

d. Within ten (10) business days after the occurrence of the event, written notice of any of the following events with respect to the Bonds:

(1) Principal and interest payment delinquencies;

(2) Nonpayment-related defaults, if material;

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

(7) Modifications to rights of security holders, if material;

(8) Bond calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution or sale of property securing repayment of the securities, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership or similar event of the obligated person;[1]

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

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[1] For the purposes of the event identified in paragraph (12) above, the event is considered to occur when any of the following occur: The appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(15) Incurrence of a Financial Obligation of the obligated person, if material; or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect securities holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

e. The Dissemination Agent shall promptly advise the Issuer whenever, in the course of performing its duties under the Ordinance, the Dissemination Agent identifies an occurrence listed above which may require the Issuer to provide a notice of the occurrence of any of the events listed in Section 3.f. above; provided that the failure of the Dissemination Agent so to advise the Issuer of such occurrence shall not constitute a breach by the Dissemination Agent of any of its duties and responsibilities hereunder or under the Ordinance. The Dissemination Agent shall only send notice of such event listed in Section 3.d. above to the Repository if such written notice is provided to it by the Issuer, and in no event shall the Dissemination Agent be required to determine the materiality of such event.

4. Manner and Time by Which Information is to be Made Public by the Dissemination Agent.

a. The information required to be delivered to the Dissemination Agent pursuant to Sections 3.a. and 3.b. hereof shall be referred to as the Continuous Disclosure Information (the "Continuous Disclosure Information"), and the notices required to be delivered to the Dissemination Agent pursuant to Section 3.d. hereof shall be referred to as the Event Information (the "Event Information").

b. After the receipt of any Continuous Disclosure Information or any Event Information, the Dissemination Agent will deliver the information as provided in the following Section 4.c.

c. It shall be the Dissemination Agent's duty:

(1) to deliver the Continuous Disclosure Information to the Repository once it is received from the Issuer not later than five (5) days after receipt thereof;

(2) to deliver the Event Information to the Repository immediately upon receipt from the Issuer, and in any event not more than two business days following receipt from Issuer;

(3) to determine the identity and address of the then existing Repository to which Continuous Disclosure Information and Event Information must be sent under rules and regulations promulgated by the MSRB or by the SEC.

d. The Dissemination Agent shall have no duty or obligation to disclose to the Repository any information other than (i) Continuous Disclosure Information that the Dissemination Agent actually has received from the Issuer and (ii) Event Information about which the Dissemination Agent has received written notice from the Issuer. Any such disclosures shall

be required to be made only as and when specified in this Agreement. The Dissemination Agent's duties and obligations are only those specifically set forth in this Agreement, and the Dissemination Agent shall have no implied duties or obligations.

e. All Continuous Disclosure Information and Event Information, or other financial information and notices pursuant to this Agreement are to be provided to the Repository in electronic PDF format (word-searchable) as prescribed by the MSRB. All documents provided to the MSRB pursuant to this Agreement must be accompanied by identifying information as prescribed by the MSRB.

5. Indemnification.

a. The Dissemination Agent shall have no obligation to examine or review the Continuous Disclosure Information and shall have no liability or responsibility for the form of, or the accurateness or completeness of, the Continuous Disclosure Information or Event Information disseminated by the Dissemination Agent hereunder. The Dissemination Agent's duties under this Agreement are ministerial in nature. The Continuous Disclosure Information shall contain a legend to such effect. The Dissemination Agent shall have the same rights, protections, and immunities hereunder as provided to it as a trustee under the Ordinance.

b. The Issuer hereby agrees to hold harmless and to indemnify the Dissemination Agent, its employees, officers, directors, agents and attorneys from and against any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever (including attorneys' fees and expenses, whether incurred before trial, at trial, or on appeal, or in any bankruptcy or arbitration proceedings), which may be incurred by the Dissemination Agent by reason of or in connection with the disclosure of information in accordance with this Agreement, except to the extent such claims, damages, losses, liabilities, costs or expenses result directly from the willful or negligent conduct of the Dissemination Agent in the performance of its duties under this Agreement. This Section 5.b shall survive the termination of the Agreement, payment of the Bonds, and the removal or resignation of the Dissemination Agent.

c. In no event shall Dissemination Agent be liable for special, indirect, or consequential losses or damages of any kind whatsoever (including but not limited to lost profits) even if Dissemination Agent has previously been advised of such losses and damages.

6. Compensation. The Issuer hereby agrees to compensate the Dissemination Agent for the services provided and the expenses (including legal fees and expenses) incurred pursuant to this Agreement in an amount to be agreed upon from time to time hereunder. Such compensation shall be in addition to any fees previously agreed upon with respect to the services of Zions Bancorporation, National Association, in its capacity as Trustee under the Ordinance.

7. Enforcement. The obligations of the Issuer under this Agreement shall be for the benefit of the registered and beneficial holders of the Bonds. Any holder of the Bonds then outstanding, including any Beneficial Owner of the Bonds (as defined in the Ordinance), may enforce specific performance of such obligations by any judicial proceeding available. However, any failure by the Issuer to perform in accordance with this Agreement shall not constitute a default under the Ordinance.

This Agreement shall inure solely to the benefit of the Issuer, the Dissemination Agent and the holders and beneficial owners from time to time of the Bonds and shall create no rights in any other person or entity.

8. Definitions. As used herein, the following terms shall have the following meanings:

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b); provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in Rule 15c2-12) has been provided to the MSRB consistent with Rule 15c2-12.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"obligated person" as defined in Rule 15c2-12 shall mean any person, including an issuer of municipal securities, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the municipal securities to be sold in the offering (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities).

"Official Statement" shall mean the final Official Statement of the Issuer dated _____, 2026.

"Ordinance" means Ordinance No. _____ of the Issuer pursuant to which the Bonds have been authorized and issued.

"Repository" shall mean MSRB through its Electronic Municipal Market Access system ("EMMA") at http://emma.msrb.org, or such other nationally recognized municipal securities information repository recognized by the SEC from time to time pursuant to Rule 15c2-12.

"Rule 15c2-12" shall mean Rule 15c2-12, as amended, promulgated by the SEC under the Securities Exchange Act of 1934, and as amended from time to time.

"SEC" shall mean the Securities and Exchange Commission.

9. Amendments and Termination; Resignation of Dissemination Agent. This Agreement may be amended with the mutual agreement of the Issuer and the Dissemination Agent and without the consent of any registered or beneficial holders of the Bonds under the following conditions, as evidenced by receipt of an opinion of nationally recognized bond counsel delivered to the Dissemination Agent opining as to the following:

a. the amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the obligated person or type of business conducted;

b. this Agreement, as amended, would have complied with the requirements of Rule 15c2-12 at the time of the primary offering, after taking into account any amendments or interpretations of Rule 15c2-12, as well as any change in circumstances; and

c. the amendment does not materially impair the interests of holders of the Bonds, as determined by parties unaffiliated with the Issuer (such as the Dissemination Agent or nationally recognized bond counsel).

Any party to this Agreement may terminate this Agreement by giving written notice of an intent to terminate to the other parties at least thirty (30) days prior to such termination, provided that no such termination shall relieve the obligation of the Issuer to comply with Rule 15c2-12(b)(5) either through a successor agent or otherwise.

The Dissemination Agent may resign as Dissemination Agent by giving written notice of intent to resign to the Issuer at least ninety (90) days prior to resignation.

The undertaking contained in this Agreement shall be in effect from and after the issuance and delivery of the Bonds and shall extend to the earlier of (i) the date all principal and interest on the Bonds shall have been paid in full pursuant to the terms of the Ordinance; (ii) the date that the Issuer shall no longer constitute an "obligated person" within the meaning of Rule 15c2-12; or (iii) the date on which those portions of Rule 15c2-12 that require this written undertaking (a) are held to be invalid by a court of competent jurisdiction in a nonappealable action, (b) have been repealed retroactively, or (c) in the opinion of counsel who is an expert in federal securities laws, acceptable to the Issuer or the Dissemination Agent, otherwise, do not apply to the Bonds. The Issuer shall notify the Repository if this Agreement is terminated pursuant to (iii), above.

10. Successor Dissemination Agent. Upon the transfer of the duties created under the Ordinance from the current Dissemination Agent to a successor Dissemination Agent, such successor Dissemination Agent shall succeed to the duties under this Agreement without any further action on the part of any party, and the then current Dissemination Agent shall have no further duties or obligations upon the transfer to a successor Dissemination Agent. Such Successor Dissemination Agent may terminate this Agreement or cause it to be amended as provided in paragraph 9.

11. Additional Information. Nothing in this Agreement shall be deemed to prevent the Issuer from disseminating (or from causing the Dissemination Agent to disseminate) any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Continuous Disclosure Information or notice of the occurrence of any Event Information, in addition to that which is required by this Agreement. If the Issuer chooses to include any information in any Continuous Disclosure Information or Event Information in addition to that which is specifically required by this Agreement, the Issuer shall have no obligation under this Agreement to update such information or include it in any future Continuous Disclosure Information or notice of occurrence of any Event Information.

If the Issuer provides to the Dissemination Agent information relating to the Issuer or the Bonds, which information is not designated as Event Information, and directs the Dissemination Agent to provide such information to the Repository, the Dissemination Agent shall provide such information in a timely manner to the Repository

12. Notices. All notices and communications required hereunder shall be in writing and shall be given to the parties at their addresses set forth below under their signatures or at such places as the parties to this Agreement may designate from time to time. Any notice or communication

hereunder shall be deemed duly given if in writing and delivered either in person, by overnight mail, or by first class mail, postage prepaid.

13. Counterparts. This Agreement may be executed in one or more counterparts, and each such instrument shall constitute an original counterpart of this Agreement.

14. Governing Law. This Agreement shall be governed by the laws of the State of Idaho.

15. Certification of Compliance with Anti-Boycott Against Israel Act. The Dissemination Agent, by acceptance of the Agreement, certifies, pursuant to Section 67-2346, Idaho Code, that the Dissemination Agent, including any wholly owned subsidiaries, majority-owned subsidiaries, parent companies or affiliates of the Dissemination Agent is not currently engaged in, and will not for the duration of this Agreement, engage in, a boycott of goods or services from Israel or territories under its control.

16. Certification of Compliance with Prohibition on Contracting with Government of China. The Dissemination Agent, by acceptance of the Agreement, certifies, pursuant to Section 67-2359, Idaho Code, that it, including any wholly owned subsidiaries, majority-owned subsidiaries, parent companies and affiliates, is not currently owned or operated by the Government of China and will not for the duration of the Agreement be owned or operated by the Government of China.

17. Certification of Compliance with Prohibition on Contracts With Companies Boycotting Certain Sectors. The Dissemination Agent, by acceptance of the Agreement, certifies, pursuant to Section 67-2347A, Idaho Code, that it, including any wholly owned subsidiaries, majority-owned subsidiaries, parent companies and affiliates, is not currently not currently engaged in, and will not for the duration of the contract engage in, a boycott of any individual or company because the individual or company: (a) Engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) Engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in section 18-3302(2)(d), Idaho Code.

[The following page is the signature page.]

IN WITNESS WHEREOF, the Issuer and the Dissemination Agent have caused this Agreement to be executed and delivered by a duly authorized officer of each of them, all as of this _____, 2026.

ISSUER: **CITY OF CALDWELL, CANYON COUNTY, IDAHO**

_____
Raelynn North, Finance Director

Notice Address:

205 S. 6th Ave.
Caldwell, Idaho 83606
Attn: Finance Director

DISSEMINATION AGENT: **ZIONS PUBLIC FINANCE, INC.**

By: _____
Authorized Officer

Notice Address:

One South Main Street, 18th Floor
Salt Lake City, UT 84133-1109
Attn: Zions Public Finance, Inc.

EXHIBIT A

FORM OF NOTICE OF THE MUNICIPAL SECURITIES RULEMAKING BOARD OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Caldwell, Canyon County, Idaho

Name of Bond Issue: General Obligation Bonds, Series 2026

Date of Issuance: _____, 2026

NOTICE IS HEREBY GIVEN that the above referenced Issuer has not provided an Annual Report with respect to the above captioned Bonds as required by Section 3 of the Continuing Disclosure Agreement, between the Issuer and Zions Public Finance, Inc., as Dissemination Agent, dated the Date of Issuance. The Issuer has notified the Dissemination Agent that it anticipates the Annual Report will be filed on or about _____.

Dated: _____

ZIONS PUBLIC FINANCE, INC., as Dissemination Agent, on behalf of the Issuer

By: _____

Name: _____

Title: _____

PRELIMINARY OFFICIAL STATEMENT

$4,835,000*

City of Caldwell, Idaho

General Obligation Bonds, Series 2026

On Tuesday, April 7, 2026 up to 9:30:00 A.M., Mountain Daylight Time ("M.D.T."), electronic bids will be received by means of the ***PARITY***® electronic bid submission system. See the "OFFICIAL NOTICE OF BOND SALE—Procedures Regarding Electronic Bidding."

The 2026 Bonds (as defined herein) will be awarded to the successful bidder(s) and issued pursuant to an ordinance of the City of Caldwell, Idaho adopted on [March 16, 2026].

The City has deemed this PRELIMINARY OFFICIAL STATEMENT final as of the date hereof, for purposes of paragraph (b)(1) of Rule 15c2–12 of the Securities and Exchange Commission, subject to completion with certain information to be established at the time of sale of the 2026 Bonds as permitted by the Rule.

For additional information with respect to the 2026 Bonds contact the Municipal Advisor:

ZIONS PUBLIC FINANCE, INC.
800 W Main St, Ste 700
Boise ID 83702
208.501.7533
michael.keith@zionsbancorp.com

This PRELIMINARY OFFICIAL STATEMENT is dated [March 24, 2026], and the information contained herein speaks only as of that date.

* Preliminary; subject to change.

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This PRELIMINARY OFFICIAL STATEMENT and the information contained herein are subject to completion, amendment or other change without any notice. Under no circumstances shall this PRELIMINARY OFFICIAL STATEMENT constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED MARCH 24, 2026 [v4. Mar. 10]

NEW ISSUE—BOOK–ENTRY ONLY
[Not] Bank-Qualified

Rating: Moody's "___"
See "MISCELLANEOUS—Bond Rating" herein.

In the opinion of Skinner Fawcett LLP, Bond Counsel to the City, based upon an analysis of existing laws, regulations, rulings, and court decisions and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the 2026 Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). In the further opinion of Bond Counsel, interest on the 2026 Bonds is not a specific preference item for purposes of the federal alternative minimum tax. Bond Counsel is also of the opinion that interest on the 2026 Bonds is exempt from State of Idaho personal income taxes. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual, or receipt of interest on, the 2026 Bonds. For a more complete description, see "TAX MATTERS" herein.

The 2026 Bonds [are/have not been] designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code.

$4,835,000*

City of Caldwell, Idaho

General Obligation Bonds, Series 2026

The $4,835,000* General Obligation Bonds, Series 2026 (the "2026 Bonds") are issued by the City of Caldwell, Idaho (the "City"), as fully–registered bonds and, when initially issued, will be in book–entry form, registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York. DTC will act as securities depository for the 2026 Bonds.

Principal of and interest on the 2026 Bonds (interest payable March 1 and September 1 of each year, commencing March 1, 2027) are payable to Zions Bancorporation, National Association, Boise, Idaho, as Paying Agent (the "Paying Agent"), to the registered owners thereof, initially DTC. See "THE 2026 BONDS—Book–Entry System" herein.

The 2026 Bonds are subject to optional redemption prior to maturity and may be subject to mandatory sinking fund redemption at the option of the successful bidder(s). See "THE 2026 BONDS—Redemption Provisions" and "—Mandatory Sinking Fund Redemption at Bidder's Option" herein.

The 2026 Bonds will be general obligations of the City payable from the proceeds of ad valorem taxes to be levied without limitation as to rate or amount on all of the taxable property in the City, fully sufficient to pay the 2026 Bonds as to both principal and interest.

Dated: Date of Delivery[1]

Due: September 1, as shown on inside cover

See the inside front cover for the maturity schedule of the 2026 Bonds

The 2026 Bonds will be awarded pursuant to competitive bidding received by means of the *PARITY*® electronic bid submission system on Tuesday, April 7, 2026 as set forth in the OFFICIAL NOTICE OF BOND SALE dated as of the date of this PRELIMINARY OFFICIAL STATEMENT.

Zions Public Finance, Inc., Boise, Idaho, is acting as Municipal Advisor.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire OFFICIAL STATEMENT to obtain information essential to the making of an informed investment decision.

This OFFICIAL STATEMENT is dated April _, 2026, and the information contained herein speaks only as of that date.

* Preliminary; subject to change.

[1] The anticipated date of delivery is Tuesday, April 21, 2026.

City of Caldwell, Idaho

$4,835,000*

General Obligation Bonds, Series 2026

Dated: Date of Delivery[1] **Due: September 1, as shown below**

Due September 1	CUSIP® 129019	Principal Amount*	Interest Rate	Yield
2027…….		$ 80,000		
2028…….		170,000		
2029…….		180,000		
2030…….		185,000		
2031…….		195,000		
2032…….		205,000		
2033…….		215,000		
2034…….		225,000		
2035…….		240,000		
2036…….		250,000		
2037…….		260,000		
2038…….		275,000		
2039…….		290,000		
2040…….		305,000		
2041…….		320,000		
2042…….		335,000		
2043…….		350,000		
2044…….		370,000		
2045…….		385,000		

$_____ Term Bond due September 1, 20__—Yield of ____% (CUSIP [_____] ___)

[1] The anticipated date of delivery is Tuesday, April 21, 2026.

® CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by Global Services, managed by FactSet Research Systems, on behalf of the American Bankers Association.

* Preliminary; subject to change.

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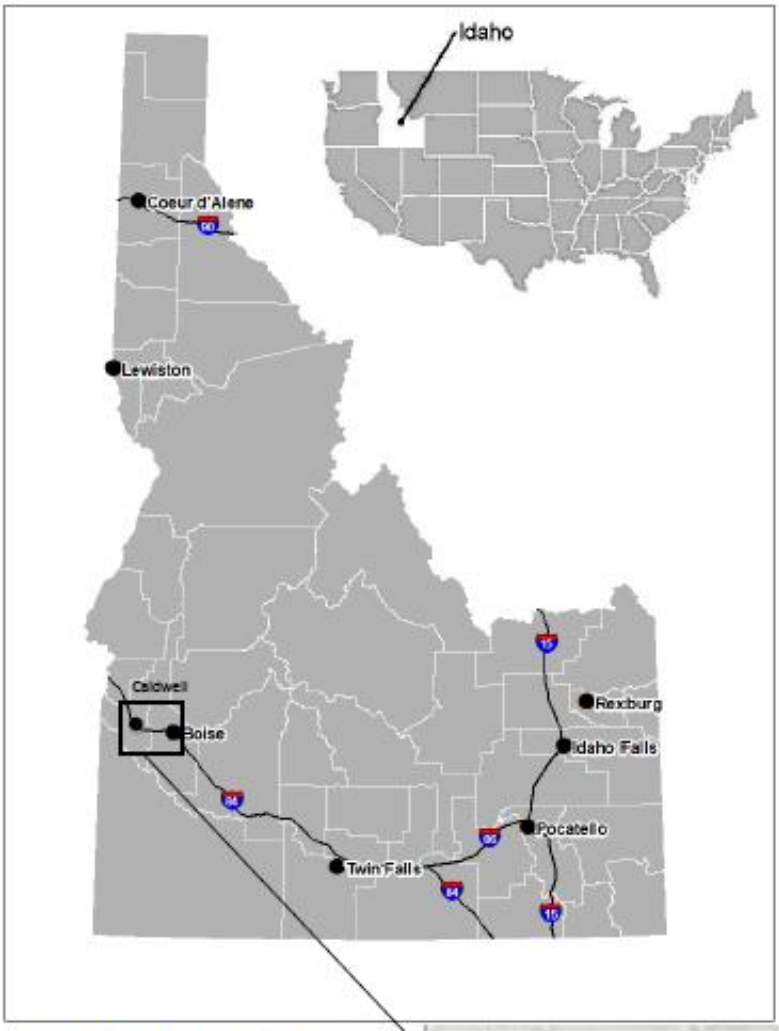
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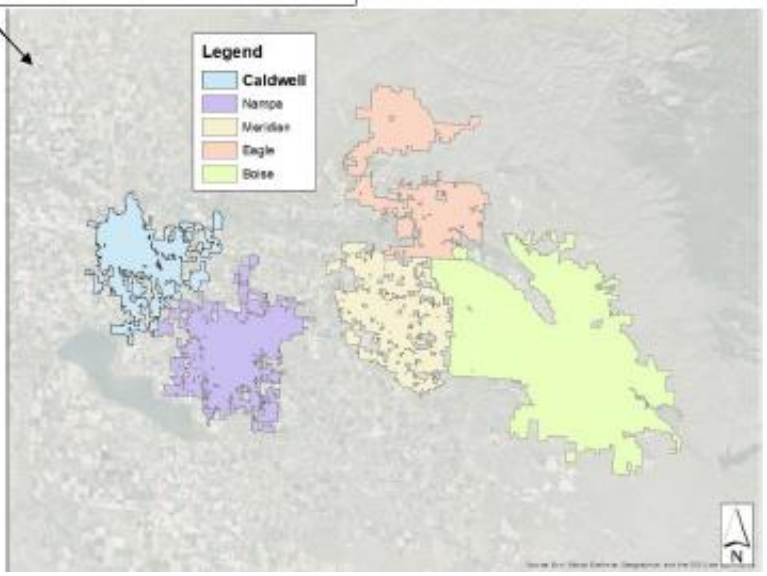
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LOCATION MAP OF THE CITY OF CALDWELL, IDAHO



The City of Caldwell, Idaho



This OFFICIAL STATEMENT does not constitute an offer to sell, or the solicitation of an offer to buy, nor shall there be any sale of, the 2026 Bonds (as defined herein), by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation, or sale. No dealer, broker, salesman or other person has been authorized to give any information or to make any representations other than those contained herein, and if given or made, such other informational representations must not be relied upon as having been authorized by either the City of Caldwell, Idaho (the "City"); Zions Public Finance, Inc., Boise, Idaho, as Municipal Advisor; Zions Bancorporation, National Association, Boise, Idaho, as Paying Agent; the successful bidder; or any other entity. All other information contained herein has been obtained from the City, The Depository Trust Company, New York, New York and from other sources which are believed to be reliable. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this OFFICIAL STATEMENT nor the issuance, sale, delivery, or exchange of the 2026 Bonds, shall under any circumstance create any implication that there has been no change in the affairs of the City since the date hereof.

The 2026 Bonds have not been registered under the Securities Act of 1933, as amended, or any state securities laws in reliance upon exemptions contained in such act and laws. Neither the Securities and Exchange Commission nor any state securities commission has passed upon the accuracy or adequacy of this OFFICIAL STATEMENT. Any representation to the contrary is unlawful.

The yields/prices at which the 2026 Bonds are offered to the public may vary from the initial reoffering yields on the inside front cover page of this OFFICIAL STATEMENT. In addition, the successful bidder may allow concessions or discounts from the initial offering prices of the 2026 Bonds to dealers and others. In connection with the offering of the 2026 Bonds, the successful bidder may engage in transactions that stabilize, maintain, or otherwise affect the price of the 2026 Bonds. Such transactions may include overallotments in connection with the purchase of 2026 Bonds, the purchase of 2026 Bonds to stabilize their market price and the purchase of 2026 Bonds to cover the successful bidder's short positions. Such transactions, if commenced, may be discontinued at any time.

Forward–Looking Statements. Certain statements included or incorporated by reference in this OFFICIAL STATEMENT constitute "forward–looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used, such as "plan," "project," "forecast," "expect," "estimate," "budget" or other similar words. ***The achievement of certain results or other expectations contained in such forward–looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward–looking statements. The City does not plan to issue any updates or revisions to those forward–looking statements if or when its expectations, or events, conditions or circumstances on which such statements are based occur.***

The CUSIP® (the Committee on Uniform Securities Identification Procedures) identification numbers are provided on the inside cover pages of this OFFICIAL STATEMENT and are being provided solely for the convenience of bondholders. None of the City, the successful bidder(s), or the Municipal Advisor makes any representation with respect to such numbers or undertake any responsibility for their accuracy. The CUSIP® number for a specific maturity is subject to being changed after the issuance of the 2026 Bonds as a result of various subsequent actions, including but not limited to a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the 2026 Bonds.

References to websites presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this OFFICIAL STATEMENT for purposes of, and as that term is defined in, SEC Rule 15c2-12. In addition, information available on such websites has not been reviewed for accuracy and completeness.

OFFICIAL STATEMENT RELATED TO

$4,835,000*

City of Caldwell, Idaho

General Obligation Bonds, Series 2026

INTRODUCTION

This introduction is only a brief description of the 2026 Bonds, as hereinafter defined, the security and source of payment for the 2026 Bonds and certain information regarding City of Caldwell, Canyon County, Idaho (the "City"). The information contained herein is expressly qualified by reference to the entire OFFICIAL STATEMENT. Investors are urged to make a full review of the entire OFFICIAL STATEMENT, as well as of the documents summarized or described herein.

See the following appendices that are attached hereto and incorporated herein by reference: "APPENDIX A—FINANCIAL STATEMENTS OF CITY OF CALDWELL, IDAHO FOR FISCAL YEAR 2025"; "APPENDIX B—PROPOSED FORM OF OPINION OF BOND COUNSEL"; "APPENDIX C—PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT"; and "APPENDIX D—BOOK–ENTRY SYSTEM."

When used herein the terms "Fiscal Year[s] 20YY" or "Fiscal Year[s] End[ed][ing] September 30, 20YY" shall refer to the year ended or ending on September 30 of the year indicated and beginning on October 1 of the preceding calendar year. Capitalized terms used but not otherwise defined herein have the same meaning as given to them in the Bond Ordinance (as defined herein).

Public Sale/Electronic Bid

The 2026 Bonds will be awarded pursuant to competitive bidding received by means of the ***PARITY***® electronic bid submission system on Tuesday, April 7, 2026, pursuant to the OFFICIAL NOTICE OF BOND SALE (dated as of the date of this PRELIMINARY OFFICIAL STATEMENT).

The 2026 Bonds may be offered and sold to certain dealers (including dealers depositing the 2026 Bonds into investment trusts) at prices lower than the initial public offering prices set forth on the inside cover page of the OFFICIAL STATEMENT and that such public offering prices may be changed from time to time.

City Of Caldwell, Idaho

The City, located in Canyon County, in the Southwest portion of Idaho, was originally chartered in 1890 and incorporated on January 27, 1955 and serves as the County seat. The City's estimated population for 2024 is 73,088. The City is governed by a Mayor and a six-member City Council. See "CITY OF CALDWELL, IDAHO" below.

The 2026 Bonds

This OFFICIAL STATEMENT, including the cover page, introduction and Appendices (the "OFFICIAL STATEMENT"), provides information in connection with the issuance and sale of $4,835,000* aggregate principal amount of General Obligation Bonds, Series 2026 (the "2026 Bonds" or "2026 Bond"), initially issued in book–entry form only.

* Preliminary; subject to change.

Authorization For And Purpose Of The 2026 Bonds

Authority. The 2026 Bonds are being issued pursuant to the applicable provisions of (i) Title 50, Chapter 10, Idaho Code, as amended (the "Idaho Code") and the Public Obligations Registration Act, Title 57, Chapter 9, Idaho Code, as amended, and the Municipal Bond Law, Title 57, Chapter 2, Idaho Code (collectively, the "Act"), (ii) Ordinance No. 3745 adopted by the City Council of the City (the "City Council") and approved by the Mayor on March 16, 2026 (the "Bond Ordinance"), which provides for the sale and issuance of the 2026 Bonds, and (iii) other applicable provisions of law.

The 2026 Bonds were authorized at a bond election held for that purpose on November 7, 2023 (the "2023 Bond Election"). The proposition submitted to the voters of the City was as follows:

> Shall the City of Caldwell, Canyon County, Idaho, be authorized to incur an indebtedness and issue and sell its general obligation bonds, in one or more series of bonds, in an aggregate principal amount for all such bonds of not more than $17,300,000, or so much thereof as may be necessary, for the purpose of providing funds with which to prepare, construct, and furnish the City's portion of the construction of a new fire station, the reconstruction of an existing fire station, and the renovation, upgradement, and improvement of certain existing fire training and administrative equipment and facilities, with each of said series of bonds to be payable annually or at such lesser intervals as determined by future resolutions or ordinances of the City, and to mature serially with the final installment to fall due within twenty (20) years from the date of each said series of bonds, and to bear interest at a rate or rates to be determined by future resolutions or ordinances of the City. All as provided in the ordinance of the City adopted September 5, 2023?

On November 15, 2023, Canyon County Commissioners canvassed the results of the 2023 Bond Election and determined there were enough votes cast in favor of the issuance of bonds. The Office of the Attorney General received a recount request and issued the Order for Recount of Ballots, which took place on December 11, 2023. The recount was completed, and the Idaho Office of the Attorney General certified the results with 66.74% in favor of passage of the general obligation bonds, exceeding the required two–thirds majority approval for election passage with the final vote count of 2,902 votes cast in favor of the issuance of bonds and 1,446 votes cast against the issuance of bonds, for a total vote count of 4,038.

The 2026 Bonds are the second and final series to be issued from the 2023 Bond Election. After the sale and delivery of the 2026 Bonds the City will have no remaining authorized unissued bonds from the 2023 Bond Election.

Security

The 2026 Bonds will be general obligations of the City, payable from the proceeds of ad valorem taxes to be levied, without limitation as to rate or amount, on all of the taxable property in the City, fully sufficient to pay the 2026 Bonds as to both principal and interest. See "SECURITY AND SOURCES OF PAYMENT" and "FINANCIAL INFORMATION REGARDING THE CITY OF CALDWELL, IDAHO—Property Tax Matters" below.

Redemption Provisions

The 2026 Bonds are subject to optional redemption prior to maturity and may be subject to mandatory sinking fund redemption at the option of the successful bidder(s). See "THE 2026 BONDS—Redemption Provisions" and "—Mandatory Sinking Fund Redemption at Bidder's Option" below.

Registration, Denominations, Manner Of Payment

The 2026 Bonds are issuable only as fully registered bonds and, when initially issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, ("DTC"). DTC will act as securities depository of the 2026 Bonds. Purchases of 2026 Bonds will be made in book–entry form only, in the principal amount of $5,000 or any whole multiple thereof, through brokers and dealers who are, or who act through, DTC's Participants (as defined herein). Beneficial Owners (as defined herein) of the 2026 Bonds will not be entitled to receive physical delivery of bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the 2026 Bonds. "Direct Participants," "Indirect Participants" and "Beneficial Owners" are defined under "APPENDIX D—BOOK–ENTRY SYSTEM."

Principal of and interest on the 2026 Bonds (interest payable March 1 and September 1 of each year, commencing March 1, 2027) are payable by Zions Bancorporation, National Association, Boise, Idaho ("Zions Bancorporation"), as paying agent (the "Paying Agent") for the 2026 Bonds, to the registered owners of the 2026 Bonds. So long as Cede & Co. is the registered owner of the 2026 Bonds, DTC will, in turn, remit such principal and interest to its Direct Participants, for subsequent disbursements to the Beneficial Owners of the 2026 Bonds, as described under "APPENDIX D—BOOK–ENTRY SYSTEM" below.

So long as DTC or its nominee is the sole registered owner of the 2026 Bonds, neither the City, the successful bidder(s), nor the Paying Agent will have any responsibility or obligation to any Direct or Indirect Participants of DTC, or the persons for whom they act as nominees, with respect to the payments to or the providing of notice for the Direct Participants, Indirect Participants or the Beneficial Owners of the 2026 Bonds. Under these same circumstances, references herein and in the Bond Ordinance to the "Bondowners" or "Registered Owners" of the 2026 Bonds shall mean Cede & Co. and shall not mean the Beneficial Owners of the 2026 Bonds.

Tax–Exempt Status Of The 2026 Bonds

In the opinion of Skinner Fawcett LLP, Bond Counsel to the City, based upon an analysis of existing laws, regulations, rulings, and court decisions and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the 2026 Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). In the further opinion of Bond Counsel, interest on the 2026 Bonds is not a specific preference item for purposes of the federal alternative minimum tax. Bond Counsel is also of the opinion that interest on the 2026 Bonds is exempt from State of Idaho personal income taxes. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual, or receipt of interest on, the 2026 Bonds.

The 2026 Bonds [are/have not] been designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code.

For a more complete description, see "TAX MATTERS" herein.

Professional Services

In connection with the issuance of the 2026 Bonds, the following have served the City in the capacity indicated.

Bond Counsel
Skinner Fawcett LLP
206 W Jefferson St
Boise ID 83712
208.345.2663
jmcdevitt@skinnerfawcett.com

Attorney for the City
Oscar Klaas, City Attorney
205 S 6th Ave.
Caldwell ID 83605
208.402.4373
oklaas@cityofcaldwell.org

Paying Agent and Bond Registrar
Zions Bancorporation, National Association
800 W Main St Ste 700
Boise ID 83702
208.501.7495
joseph.dailey@zionsbancorporation.com

Municipal Advisor
Zions Public Finance, Inc.
800 W Main St, Ste 700
Boise ID 83702
208.501.7533
michael.keith@zionsbancorp.com

Conditions Of Delivery, Anticipated Date, Manner And Place Of Delivery

The 2026 Bonds are offered, subject to prior sale, when, as and if issued and received by the successful bidder(s) subject to the approval of legality by Skinner Fawcett LLP, Boise, Idaho, Bond Counsel to the City, and certain other conditions. Certain legal matters will be passed upon for the City by the City Attorney, Oscar Klaas. It is expected that the 2026 Bonds, in book–entry form, will be available for delivery to DTC or its agent on or about Tuesday, April 21, 2026.

Continuing Disclosure Agreement

The City will enter into a Continuing Disclosure Agreement (the "Disclosure Undertaking") for the benefit of the Owners of the 2026 Bonds. For a detailed discussion of this disclosure undertaking, previous undertakings and timing of submissions see "CONTINUING DISCLOSURE AGREEMENT" below and "APPENDIX C—FORM OF CONTINUING DISCLOSURE AGREEMENT."

Basic Documentation

This OFFICIAL STATEMENT speaks only as of its date and the information contained herein is subject to change. Brief descriptions of the City, the 2026 Bonds, and the Bond Ordinance are included in this OFFICIAL STATEMENT. Such descriptions do not purport to be comprehensive or definitive. All references herein to the Bond Ordinance are qualified in their entirety by reference to such document and references herein to the 2026 Bonds are qualified in their entirety by reference to the form thereof included in the Bond Ordinance. The "basic documentation" which includes the Bond Ordinance, the closing documents and other documentation, authorizing the issuance of the 2026 Bonds and establishing the rights and responsibilities of the City and other parties to the transaction may be obtained from the "contact persons" as indicated below.

Contact Persons

As of the date of this OFFICIAL STATEMENT, additional requests for information may be directed to Zions Public Finance, Inc., Boise, Idaho, as municipal advisor to the City (the "Municipal Advisor"):

Michael Keith, Vice President, michael.keith@zionsbancorp.com
Zions Public Finance, Inc.
800 W Main St Ste 700
Boise ID 83702
208.501.7533

As of the date of this OFFICIAL STATEMENT, the chief contact persons for the City concerning the 2026 Bonds are:

RaeLynn North, Finance Director, rnorth@cityofcaldwell.org
Rachelle Castleberry, Treasurer, rcastleberry@cityofcaldwell.org
City of Caldwell
205 S 6th Ave
Caldwell ID 83605
208.455.3000

CONTINUING DISCLOSURE UNDERTAKING

Disclosure Undertaking

The City will enter into a Disclosure Undertaking for the benefit of the Owners of the 2026 Bonds to send certain information annually and to provide notice of certain events to the Municipal Securities Rulemaking Board ("MSRB") through its Electronic Municipal Market Access ("EMMA") pursuant to the requirements of paragraph (b)(5) of Rule 15c2–12 (the "Rule") adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended. No person, other than the City, has undertaken, or is otherwise expected, to provide continuing disclosure with respect to the 2026 Bonds. The information to be provided on an annual basis, the events which will be noticed on an occurrence basis and other terms of the Disclosure Undertaking, including termination, amendment, and remedies, are set forth in the proposed form of Disclosure Undertaking in "APPENDIX C—PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT."

The Disclosure Undertaking requires the City to submit its annual financial report (Fiscal Year Ending September 30) and other operating and financial information on or before April 27 (210 days from the end of the Fiscal Year). The City will submit the Fiscal Year 2026 financial report and other operating and financial information for the 2026 Bonds on or before April 27, 2027, and annually thereafter on or before each April 27.

The City represents that during the five years prior to the date of this OFFICIAL STATEMENT, the City has not failed to comply in all material respects with its prior undertakings pursuant to the Rule.

A failure by the City to comply with the Disclosure Undertaking will not constitute a default under the Bond Ordinance and the Beneficial Owners of the 2026 Bonds are limited to the remedies described in the Undertaking. A failure by the City to comply with the annual disclosure requirements of the Disclosure Undertaking must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the 2026 Bonds in the secondary market. Consequently, such a failure may adversely affect the marketability and liquidity of the 2026 Bonds and their market price.

Bond Counsel expresses no opinion as to whether the Undertaking complies with the requirements of the Rule.

THE 2026 BONDS

General

The 2026 Bonds will be dated the date of their original issuance and delivery [1] (the "Dated Date") and will mature on September 1 of the years and in the amounts and pay interest on the dates and at the rates shown on the inside front cover page.

The 2026 Bonds will bear interest from their Dated Date at the rates set forth on the inside cover page of this OFFICIAL STATEMENT. Interest on the 2026 Bonds is payable semiannually on each March 1 and September 1, commencing March 1, 2027. Interest on the 2026 Bonds will be computed on the basis of a 360–day year comprised of 12, 30–day months. Zions Bancorporation is the initial Registrar (the "Registrar") and Paying Agent for the 2026 Bonds under the Bond Ordinance. If any date for the payment of principal or interest on the 2026 Bonds is not a business day, then the payment will be due on the first day thereafter that is a business day, and no interest will accrue during such period.

The 2026 Bonds will be issued as fully–registered bonds, initially in book–entry form, in the denomination of $5,000 or any whole multiple thereof, not exceeding the amount of each maturity.

The 2026 Bonds are being issued within the constitutional debt limit imposed on cities in the State of Idaho. See "DEBT STRUCTURE OF CITY OF CALDWELL, IDAHO—General Obligation Legal Debt Limit and Additional Debt Incurring Capacity" below.

Sources And Uses Of Funds

The proceeds from the sale of the 2026 Bonds are estimated to be applied as set forth below:

Sources:	
Par amount of 2026 Bonds……	$
[Net] original issue premium…….	
Total……..	
Uses:	
Deposit to Project Construction Fund……	$
Underwriter's discount……..	
Costs of Issuance(1) ……..	
Total……..	

(1) Includes legal fees, Municipal Advisor fees, rating agency fees, Bond Registrar and Paying Agent fees, rounding amounts, and other miscellaneous costs of issuance.

[1] The anticipated date of delivery is Tuesday, April 21, 2026.

Redemption Provisions

Optional Redemption for the 2026 Bonds. The 2026 Bonds maturing on and after September 1, 2036 are subject to redemption prior to maturity in whole or in part at the option of the City on March 1, 2036 (the "First Redemption Date") or on any date thereafter, from such maturities or parts thereof as shall be selected by the City, at the redemption price of 100% of the principal amount to be redeemed plus accrued interest thereon to the redemption date, upon not less than 30 days' prior written notice. Any 2026 Bond maturing on or prior to the First Redemption Date are not subject to optional redemption.

Selection for Redemption. If less than all 2026 Bonds of any maturity are to be redeemed, the particular 2026 Bonds or portion of 2026 Bonds of such maturity to be redeemed will be selected at random by the Bond Registrar in such manner as the Bond Registrar in its discretion may deem fair and appropriate. The portion of any registered 2026 Bond of a denomination of more than $5,000 to be redeemed will be in the principal amount of $5,000 or a whole multiple thereof, and in selecting portions of such 2026 Bonds for redemption, the Bond Registrar will treat each such 2026 Bond as representing that number of 2026 Bonds of $5,000 denomination that is obtained by dividing the principal amount of such 2026 Bond by $5,000.

Notice of Redemption. Notice of redemption will be given by the Bond Registrar by first class mail, postage prepaid, not less than 30 nor more than 60 days prior to the redemption date, to the owner, as of the Record Date, as defined under "THE 2026 BONDS—Registration and Transfer" below, of each 2026 Bond that is subject to redemption, at the address of such owner as it appears on the registration books of the City kept by the Bond Registrar, or at such other address as is furnished to the Bond Registrar in writing by such owner on or prior to the Record Date. Each notice of redemption will state the Record Date, the principal amount, the redemption date, the place of redemption, the redemption price and, if less than all of the 2026 Bonds are to be redeemed, the distinctive numbers of the 2026 Bonds or portions of 2026 Bonds to be redeemed, and will also state that the interest on the 2026 Bonds in such notice designated for redemption will cease to accrue from and after such redemption date and that on the redemption date there will become due and payable on each of the 2026 Bonds to be redeemed the principal thereof and interest accrued thereon to the redemption date.

Each notice of optional redemption may further state that such redemption will be conditioned upon the receipt by the Paying Agent, on or prior to the date fixed for redemption, of moneys sufficient to pay the principal of and premium, if any, and interest on such 2026 Bonds to be redeemed and that if such moneys have not been so received the notice will be of no force or effect and the City will not be required to redeem such 2026 Bonds. In the event that such notice of redemption contains such a condition, and such moneys are not so received, the redemption will not be made, and the Bond Registrar will within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received. Any such notice mailed will be conclusively presumed to have been duly given, whether or not the Bondowner receives such notice. Failure to give such notice or any defect therein with respect to any 2026 Bond will not affect the validity of the proceedings for redemption with respect to any other 2026 Bond.

In addition to the foregoing notice, further notice of such redemption will be given by the Bond Registrar to DTC and certain registered securities depositories and national information services as provided in the Bond Ordinance, but no defect in such further notice nor any failure to give all or any portion of such notice will in any manner affect the validity of a call for redemption if notice thereof is given as prescribed above and in the Bond Ordinance.

For so long as a book–entry system is in effect with respect to the Bonds, the Bond Registrar will mail notices of redemption to DTC or its successor. Any failure of DTC to convey such notice to any Direct Participants or any failure of the Direct Participants or Indirect Participants to convey such notice to any Beneficial Owner will not affect the sufficiency of the notice or the validity of the redemption of Bonds. See "THE 2026 BONDS—Book–Entry System" below.

Mandatory Sinking Fund Redemption At Bidder's Option

The 2026 Bonds may be subject to mandatory sinking fund redemption at the option of the successful bidder(s). See "OFFICIAL NOTICE OF BOND SALE—Term Bonds and Mandatory Sinking Fund Redemption at Bidder's Option."

Registration And Transfer; Record Date

In the event the book–entry system is discontinued, any 2026 Bond may, in accordance with its terms, be transferred, upon the registration books kept by the Bond Registrar, by the person in whose name it is registered, in person or by such owner's duly authorized attorney, upon surrender of such 2026 Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Bond Registrar. No transfer will be effective until entered on the registration books kept by the Bond Registrar. Whenever any 2026 Bond is surrendered for transfer, the Bond Registrar will authenticate and deliver a new fully registered 2026 Bond or 2026 Bonds of the same series, designation, maturity and interest rate and of authorized denominations duly executed by the City, for a like aggregate principal amount.

The 2026 Bonds may be exchanged at the principal corporate office of the Bond Registrar for a like aggregate principal amount of fully registered 2026 Bonds of the same series, designation, maturity and interest rate of other authorized denominations.

For every such exchange or transfer of the 2026 Bonds, the Bond Registrar must make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer of the 2026 Bonds.

The Bond Registrar will not be required to transfer or exchange any 2026 Bond (a) after the Record Date with respect to any interest payment date to and including such interest payment date, or (b) after the Record Date with respect to any redemption of such 2026 Bond. The term "Record Date" means (i) with respect to each interest payment date, the day that is 15 days preceding such interest payment date, or if such day is not a business day for the Bond Registrar, the next preceding day that is a business day for the Bond Registrar, and (ii) with respect to any redemption of any 2026 Bond such Record Date as is specified by the Bond Registrar in the notice of redemption, provided that such Record Date will be not less than 15 calendar days before the mailing of such notice of redemption.

The City, the Bond Registrar and the Paying Agent may treat and consider the person in whose name each 2026 Bond is registered in the registration books kept by the Bond Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal or redemption price thereof (on the 2026 Bonds) and interest due thereon and for all other purposes whatsoever.

Book–Entry System

DTC will act as securities depository for the 2026 Bonds. The 2026 Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered 2026 Bond certificate will be issued for each maturity of the 2026 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC or a "fast agent" of DTC. See "APPENDIX D—BOOK–ENTRY SYSTEM" for a more detailed discussion of the book–entry system and DTC.

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Debt Service On The 2026 Bonds

	The 2026 Bonds			
Payment Date	Principal*	Interest	Period Total	Fiscal Total
March 1, 2027	$ 0.00			
September 1, 2027	80,000.00			
March 1, 2028	0.00			
September 1, 2028	170,000.00			
March 1, 2029	0.00			
September 1, 2029	180,000.00			
March 1, 2030	0.00			
September 1, 2030	185,000.00			
March 1, 2031	0.00			
September 1, 2031	195,000.00			
March 1, 2032	0.00			
September 1, 2032	205,000.00			
March 1, 2033	0.00			
September 1, 2033	215,000.00			
March 1, 2034	0.00			
September 1, 2034	225,000.00			
March 1, 2035	0.00			
September 1, 2035	240,000.00			
March 1, 2036	0.00			
September 1, 2036	250,000.00			
March 1, 2037	0.00			
September 1, 2037	260,000.00			
March 1, 2038	0.00			
September 1, 2038	275,000.00			
March 1, 2039	0.00			
September 1, 2039	290,000.00			
March 1, 2040	0.00			
September 1, 2040	305,000.00			
March 1, 2041	0.00			
September 1, 2041	320,000.00			
March 1, 2042	0.00			
September 1, 2042	335,000.00			
March 1, 2043	0.00			
September 1, 2043	350,000.00			
March 1, 2044	0.00			
September 1, 2044	370,000.00			
March 1, 2045	0.00			
September 1, 2045	385,000.00			
Totals	$4,835,000.00	$	$	

* Preliminary; subject to change.

SECURITY AND SOURCES OF PAYMENT

The 2026 Bonds are general obligations of the City and the full faith, credit and resources of the City are pledged for the punctual payment of the principal of and interest on the 2026 Bonds. The 2026 Bonds are secured by ad valorem taxes to be levied against all taxable property within the City. More specifically, for the purpose of paying the principal of and interest on the 2026 Bonds as the same will become due, the City will levy on all taxable property

located within the City, in addition to all other taxes, direct annual taxes sufficient in amount to provide for the payment of principal of and interest on the 2026 Bonds. The taxes, when collected, are required to be applied solely for the purpose of payment of principal and interest on the 2026 Bonds and for no other purpose.

The City may, subject to applicable laws, apply other funds available to make payments with respect to the 2026 Bonds and thereby reduce the amount of future tax levies for such purpose.

See "FINANCIAL INFORMATION REGARDING THE CITY OF CALDWELL, IDAHO—Property Tax Matters" below

Bond Fund For The 2026 Bonds

The Ordinance creates a bond fund for the deposit of revenues and disbursement of payments of debt service on the 2026 Bonds (the "Bond Fund"). In the Ordinance, the City covenants to levy and collect property taxes sufficient, together with other funds, to pay debt service on the 2026 Bonds, to deposit such revenues into the Bond Fund and to use the funds on deposit in the Bond Fund for no other purpose than for payment of principal and interest on the 2026 Bonds as they become due.

The Idaho system of ad valorem tax collection and disbursement does not require counties to segregate tax collections dedicated to pay principal and interest on bonded indebtedness of political subdivisions from the other revenues the county collects on behalf of the political subdivision. The City maintains certain policies and internal controls to ensure that monies received from the County are properly allocated to their intended purposes, and that monies received from the bond levy are promptly deposited into the Bond Fund. The City also has policies and internal controls in place to prevent withdrawals from the Bond Fund for any purpose other than payment of principal and interest on the 2026 Bonds.

The Ordinance pledges the revenues from the bond levy and all funds on deposit in the Bond Fund for the payment of principal and interest on the 2026 Bonds.

CITY OF CALDWELL, IDAHO

General

The City was organized in 1890 and incorporated in 1955. It covers an area of approximately 22.7 square miles and is located in Canyon County, Idaho. The City is situated in western Idaho approximately 30 miles west of the capital, City of Boise. The City had approximately 73,088 residents according to the 2024 Census estimate.

The City provides the following services: public safety (police and fire), parks and recreation, culture, community services, community development, public improvements, and general administrative services.

Form Of Government

The City operates under the mayor-council system of government as a city of the first class under the general laws of the State with a mayor (the "Mayor") and six council members (the "City Council"). The Mayor is elected to a four-year term. City Council members are also elected for four-year terms, three being elected every two years to stagger the terms for continuity. The Mayor is the chief executive officer for the City, responsible for carrying out policies set by the City Council and for enforcing the Agreements existing in the City Code.

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The following are the current members of the City Council:

Office	Person	Years of Service	Expiration of Term
Mayor	Eric Phillips	>1	January 2030
Council President	Scott Tilmant	>1	January 2030
Council Member	Chuck Stadick	8	January 2030
Council Member	Diana Register	4	January 2030
Council Member	Geoff Williams	4	January 2028
Council Member	Chris Allgood	12	January 2028
Council Member	Mike Dittenber	3	January 2028
Attorney	Oscar Klaas	1	Appointed
Clerk	Kristina Buchan	1	Appointed
Finance Director	RaeLynn North	3	Appointed
Fire Chief	Bryan Daniels	1	Appointed
Treasurer	Rachelle Castleberry	4	Appointed

(Source: the City.)

Employee Workforce; Other Post–Employment Benefits; Pension System

Employee Workforce. The City employs approximately 486 full–time equivalent employees.

Other Post–Employment Benefits ("OPEB"). The City has a post-retirement Health Reimbursement Arrangement Plan, referred to as the HRA VEBA Plan, under Internal Revenue Service ("IRS") Notice 2002-45. It is a single-employer Plan. Employees who retire under PERSI (defined below) before age 65 will not be eligible for Medicare until age 65 or older. The City established the post-retirement health reimbursement benefit for PERSI retired employees to help bridge the gap between retirement and age 65.

The Plan was established and can be amended or discontinued by City Council action. Initial funding came from the agency fund Employee Health Insurance formerly used to cover employee health and dental care claims. These monies were not required to support current health claims now covered by the Employee Health Trust Plan. The City's total OPEB liability of $ 670,388 was measured as of September 30, 2025, and was determined by an actuarial valuation as of that date. For additional information, see "APPENDIX A—FINANCIAL STATEMENTS OF CITY OF CALDWELL, IDAHO FOR FISCAL YEAR 2025–Notes to the Financial Statements–Note 9. Other Post Employment Benefits" (audit page 55).

Pension System. The City is a member of the Idaho State Public Employees' Retirement System ("PERSI"). PERSI is the administrator of a multiple employer cost–sharing defined benefit public employee retirement system. A retirement board (the "PERSI Board"), appointed by the governor and confirmed by the legislature, manages the system which includes selecting investment managers to direct the investment, exchange, and liquidation of assets in the managed accounts and to establish policy for asset allocation and other investment guidelines. The PERSI Board is charged with the fiduciary responsibility of administering the plan.

PERSI is the administrator of seven fiduciary funds, including three defined benefit retirement plans, the Public Employee Retirement Fund Base Plan ("PERSI Base Plan"), the Firefighters' Retirement Fund ("FRF"), and the Judge's Retirement Fund; two defined contribution plans, the Public Employee Retirement Fund Choice Plans 401(k) and 414(k); and two Sick Leave Insurance Reserve Trust Funds, one for State employers and one for school district employers. Contribution requirements of PERSI and its members are established by the PERSI Board within limitations, as defined by State law. There are currently no FRF employer contributions as of July 1, 2020 following the PERSI Board's approval made at the 2019 December board meeting. However, by statute, one-half of all proceeds from fire insurance premium tax collected throughout the state are automatically assigned to the FRF and are accounted for in employer contributions.

The City reported a liability for its proportionate share of the net pension liability. The net pension liability is measured as of July 1 annually, and the total pension liability used to calculate the net pension liability is determined by an actuarial valuation as of that date. The City's proportion of the net pension liability is based on the City's share of contributions in the PERSI Base Plan pension plan relative to the total contributions of all participating PERSI Base

Plan employers. According to the Public Employees Retirement System of Idaho Base Plan Report, on June 30, 2025, the City's proportion was approximately 0.5% or $2,861,017.

PERSI issues a publicly available financial report that includes financial statements and required supplementary information and may be found at http://www.persi.idaho.gov. For a detailed discussion of PERSI and the City's contributions see "APPENDIX A—FINANCIAL STATEMENTS OF CITY OF CALDWELL, IDAHO FOR FISCAL YEAR 2025–Notes to the Financial Statements–Note 8. Defined Benefit Pension Plan and Firefighter Retirement Fund" (audit page 50).

Risk Management And Cybersecurity

Risk Management. The City manages its risks through the purchase of a general insurance coverage policy for public entities through the Idaho Counties Risk Management Program ("ICRMP"), a program that is the primary source of property and casualty loss protection for Idaho local governments including counties, cities, and special purpose districts. The City also self-insures health and accident insurance. The City established the "Employee Benefit Plan Trust" (the "Trust Plan") in 2008. All health claims are paid from the Trust Plan and all plan contributions are deposited into it. The City's Human Resource Director, Human Resource Trustee, Finance Director, and Treasurer serve as trustees. The Trust is audited each year, and a copy of the audit is submitted to the Idaho Department of Insurance. As of the date of this OFFICIAL STATEMENT, all policies are current and in force. The City believes its risk management policies and coverages are normal and within acceptable coverage limits for the type of services the City provides. See "APPENDIX A—FINANCIAL STATEMENTS OF CITY OF CALDWELL, IDAHO FOR FISCAL YEAR 2025–Notes to the Financial Statements–Note 1. Summary of Significant Accounting Policies–Risk Management" (audit page 30).

Cybersecurity. The risk of cyberattacks against local governments has become more prevalent in recent years. Cybersecurity incidents could result from unintentional events, or from deliberate attacks by unauthorized entities or individuals attempting to gain access to the City's technology systems for the purposes of misappropriating assets or information or causing operational disruption and damage. To mitigate the risk of business operations impact and/or damage by cybersecurity incidents or cyberattacks, the City invests in multiple forms of cybersecurity and operational safeguards and carries insurance for cyber liability. To date, the City has not experienced a material breach to its information systems. The City believes it has made all reasonable efforts to ensure that any such attach is not successful and that the City's information systems are secure. However, there can be no assurance that a cyberattack will not occur in a manner resulting in damage to the City's information systems.

Investment Of Funds

The City has a formal investment policy, approved on August 18, 2022, as Ordinance No. 3447. Additionally, the City's investment policy is governed by Idaho Code Chapter 12 of Title 67, which provides authorization for the investment of funds as well as specific direction as to what constitutes an allowable investment. City procedures are consistent with the Idaho Code. The Idaho Code limits investments to the following general types: (i) certain revenue bonds, general obligation bonds, local improvement district bonds and registered warrants of State and local governmental entities; (ii) time deposits accounts and tax anticipation and interest–bearing notes; (iii) bonds, treasury bills, debentures or other similar obligations issued or guaranteed by agencies or instrumentalities of the government of the State of Idaho or the United States; and (iv) repurchase agreements.

Local governments, including the City, are also authorized to invest in the Local Government Investment Pool ("LGIP") and the State of Idaho Diversified Bond Fund ("DBF"), which is managed by the Idaho State Treasurer's Office. Information on the LGIP investments is available from the Idaho State Treasurer. The City does invest in the LGIP and DBF.

Investments are stated at cost, except for investments in the deferred compensation agency fund, which are reported at market value. Interest income on such investments is recorded as earned in the General Fund of the City unless otherwise specified by law. For additional detail regarding the City's investment policy, see also "APPENDIX A—FINANCIAL STATEMENTS OF CITY OF CALDWELL, IDAHO FOR FISCAL YEAR 2025–Note 2. Cash and Investments" (audit page 40).

DEMOGRAPHIC INFORMATION

Population

	City	% Change from Prior Period	County	% Change from Prior Period
2024 Estimate	73,088	21.8	266,892	15.5
2020 Census	59,997	29.8	231,105	22.3
2010 Census	46,237	78.1	188,923	43.7
2000 Census	25,967	41.1	131,441	45.9
1990 Census	18,400	4.0	90,076	7.5
1980 Census	17,699	24.5	83,756	36.7

(Source: U.S. Department of Commerce, Bureau of the Census.)

Economic Indicators Of The County

Per Capita, Total Personal Income and Median Income

	2024	2023	2022	2021	2020
Per Capita Income[1]					
Canyon County	$50,169	$47,290	$46,187	$44,127	$38,922
% change from prior year	6.1	2.4	4.7	13.4	9.0
State of Idaho	62,323	59,201	57,034	55,603	49,724
% change from prior year	5.3	3.8	2.6	11.8	8.4
Total Personal Income (000's)[1]					
Canyon County	$ 13,389,824	$ 12,235,787	$ 11,617,547	$ 10,777,954	$ 9,069,929
% change from prior year	9.4	5.3	7.8	18.8	12.3
State of Idaho	124,746,670	116,692,434	110,891,063	105,916,030	91,960,057
% change from prior year	6.9	5.2	4.7	15.2	10.8
Median Income[2]					
Canyon County	$86,018	$72,059	$70,594	$64,301	$57,886
% change from prior year	19.4	2.1	9.8	11.1	(1.3)
State of Idaho	81,166	74,859	72,634	69,717	62,603
% change from prior year	8.4	3.1	4.2	11.4	2.9

(1) Source: Bureau of Economic Analysis, U.S. Department of Commerce.

(2) Source: U.S. Census Bureau.

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Largest Employers

The following is a list of the largest employers in the County:

Firm	Business	Employees
Wal-Mart	Private, retail	1,000-1,999
Nampa School District	Local government	1,000-1,999
Vallivue School District	Local government	1,000-1,999
St. Alphonsus Health System	Health care	1,000-1,999
St. Luke's Medical Health Center	Health care	1,000-1,999
College of Western Idaho	Local government	1,000-1,999
Sorrento Lactalis	Non-Durable Manufacturing	500-999
JR Simplot	Non-Durable Manufacturing	500-999
Canyon County	Local government	500-999
City of Nampa	Local government	500-999
Amalgamated Sugar	Non-Durable Manufacturing	500-999
Caldwell School District	Local government	500-999
Middleton School District	Local government	500-999
Randall Inc	Food Services and Drinking Places	250-499
West Valley Medical Center	Health Care - Private	250-499
Zoroco Packaging Inc.	Warehousing	250-499
RMD Management	Food Services and Drinking Places	250-499
Plexus	Durable Manufacturing	250-499
City of Caldwell	Local government	250-499
Materne	Non-Durable Manufacturing	250-499
Albertsons	Retail - Private	250-499
Johnson Thermal	Durable Manufacturing	250-499
Fresca Mexican Foods	Non-Durable Manufacturing	250-499
Costco	Retail - Private	250-499
Northwest Nazarene University	Educational Services - Private	250-499
Terry Reilly Health Clinics	Healthcare - Private	250-499
Idaho Dept. of Health & Welfare	Public Administration - State	250-499
Jackson's Food Stores	Retail Trade - Private	250-499
CTI Food Service	Non-Durable Manufacturing	250-499
ON Semiconductor	Durable Manufacturing	250-499
Mission Aviation	Other Services	250-499
College of Idaho	Education - Private	250-499
Human Resource Management	PEO	250-499
D & B Supply	Retail - Private	250-499
U.S. Postal Service	Transportation - Federal	250-499
Right Now HVAC	Construction	250-499
Brown Bus School District	Transportation - Private	100-249
Das Co of Idaho	Construction	100-249

(Source: Quarterly Census of Employment & Wages, Idaho Department of Labor; 4th Quarter 2024–3rd Quarter 2025 largest employers, updated January 2026)

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Labor Market Data Of The County And Employment By Industry

	2024	2023	2022	2021	2020
Total civilian work force	133,445	116,741	114,909	110,244	105,982
Unemployed	5,026	3,974	3,348	4,359	6,218
Percent of labor force unemployed	3.80%	3.40%	2.90%	4.00%	5.90%
Total employment	128,419	112,767	111,561	105,885	99,763
Total covered employment	88,643	85,414	83,759	79,663	72,411
Natural resources and mining	3,470	3,274	3,161	3,156	3,328
Construction	11,444	10,697	10,510	9,092	8,138
Manufacturing	11,239	11,062	11,406	10,986	10,645
Trade, utilities, and transportation	20,859	20,095	19,960	19,631	15,318
Information	611	538	559	531	556
Financial activities	2,066	2,046	2,013	1,895	1,825
Professional and business services	7,556	7,145	6,695	6,130	5,614
Education and health services	18,509	17,846	17,151	16,691	16,269
Leisure and hospitality	7,520	7,455	7,236	6,642	5,944
Other services	2,248	2,192	2,082	1,990	1,835
Public administration	3,121	3,064	2,986	2,919	2,939

(Source: Quarterly Census of Employment & Wages and Local Area Unemployment Statistics, Idaho Department of Labor.)

Construction Value Of The City

Year	Permits Issued	New Residential Value	New Non-Residential Value	Repairs/ Additions/ Remodel	Total Construction Value	% Change From Prior Year
2025……	9,660	$ 85,977,040	$ 68,416,670	$37,442,964	$191,836,673	60.7
2024……	10,571	14,573,485	96,769,633	8,019,420	119,362,538	(63.8)
2023……	9,047	129,489,344	200,120,372	2,500	329,662,116	24.5
2022……	8,388	106,236,144	158,621,407	1,200	264,868,439	29.4
2021……	8,690	131,147,036	73,461,848	–	204,618,774	5.1

(Source: The City of Caldwell Construction Activity Report.)

Rate Of Unemployment—Annual Average

Year	The County[1]	The State of Idaho[1]	United States
2025[2] ……..	3.3%	3.3%	4.3%
2024……	2.9	2.7	4.0
2023……	3.3	3.3	3.6
2022……	2.9	2.7	3.6
2021……	4.0	3.6	5.3

(1) Source: State of Idaho Department of Labor.
(2) Preliminary; subject to change. As of July 2025 only; seasonally adjusted.

(Source: US Bureau of Labor Statistics.)

DEBT STRUCTURE OF THE CITY OF CALDWELL, IDAHO

Outstanding Municipal Debt

Outstanding General Obligation Bonded Indebtedness

Series[1]	Purpose	Original Principal Amount	Final Maturity Date	Current Principal Outstanding
2026[2]……	Fire station	$ 4,835,000	September 1, 2045	$ 4,835,000
2024 ……	Fire station	11,575,000	September 1, 2043	10,935,000
Total general obligation bonds outstanding……..				$15,770,000

* Preliminary; subject to change.

(1) Rated "____" by Moody's Investors Service ("Moody's") as of the date of this OFFICIAL STATEMENT.

(2) For purposes of this OFFICIAL STATEMENT, the 2026 Bonds will be considered issued and outstanding.

Future Issuance Of Debt; Other Financial Considerations

Future issuance of debt. After the sale and delivery of the 2026 Bonds the City will have no remaining authorized unissued bonds from the 2023 Bond Election. Other than the issuance of the 2026 Bonds (and any refunding opportunities) the City does not anticipate the issuance of any other bonds within the next three years. However, the City reserves the right to issue any bonds or other obligations as its capital needs may require.

Other Financial Considerations. *Leases.* In October 2025, the City entered into a capital lease agreement totaling $3,157,494 to fund three new, fully equipped fire engines. Lease terms include semi-annual principal and interest payments in March and September of approximately $200,000 with the final payment set to occur on September 1, 2033.

Subscription-Based Information Technology Arrangements. The City has entered into two Subscription-Based Information Technology Arrangements ("SBITAs") for cybersecurity software. The City is required to make annual principal and interest payments through September 2030 with the total balance outstanding at Fiscal Year 2025 of $1,269,666. For additional information, see "APPENDIX A—FINANCIAL STATEMENTS OF CITY OF CALDWELL, IDAHO FOR FISCAL YEAR 2025–Notes to the Financial Statements–Note 16. Subscription-Based Information Technology Arrangements" (audit page 62).

Overlapping General Obligation Debt

Taxing Entity	2025 Taxable Value[1]	City's Portion of Taxable Value	City's Percentage	Entity's General Obligation Debt[1]	City's Portion of General Obligation Debt
Vallivue School District No. 139	$12,342,608,947	$4,597,801,584	37.3%	$162,280,000	$60,530,440
Total overlapping and underlying general obligation debt……					60,530,000
Total direct general obligation bonded indebtedness*……...					15,770,000
Total direct and overlapping general obligation debt*……..					$76,300,440

This table excludes any additional principal amounts attributable to unamortized original issue bond premium and deferred amount on refunding.

* Preliminary; subject to change.

(1) Taxing entity's general obligation debt includes all bonds backed by a general obligation pledge including self-supporting general obligation bonds and limited tax debt.

Debt Ratios

The following table sets forth the ratios of general obligation debt (excluding any additional principal amounts attributable to unamortized original issue bond premium and deferred amount on refunding) that is expected to be paid from taxes levied specifically for such debt and not from other revenues over the taxable value of property within the City, the estimated market value of such property and the population of the City. *The State's general obligation debt*

is not included in the debt ratios because the State currently levies no property tax for payment of general obligation debt.

	To 2025 Taxable Value[1]	To 2025 Market Value[2]	To 2024 Population Estimate Per Capita [3]
Direct General Obligation Debt*……	0.14%	0.17%	$ 216
Direct and Overlapping General Obligation Debt*……..	0.68	0.82	1,044

* Preliminary; subject to change.

(1) Based on a 2025 Taxable Value of $9,320,502,066, which excludes Urban Renewal Agency ("URA") value.

(2) Based on a 2025 Market Value of $11,286,964,500, which excludes URA value.

(3) Based on the City's estimated 2024 population of 73,066 by the U.S. Census Bureau.

See "FINANCIAL INFORMATION REGARDING THE CITY OF CALDWELL, IDAHO—Taxable Value of Property" below.

General Obligation Legal Debt Limit And Additional Debt Incurring Capacity

Idaho Code Section 50–1019, establishes limits on voter–approved general obligation debt for Idaho cities to an amount not to exceed 2% of the taxable value for assessment purposes, less the aggregate outstanding voter–approved general obligation bond indebtedness. The legal debt limit and additional debt incurring capacity of the City are based on the taxable value for 2025, and are calculated as follows:

2025 Taxable Value[1] "…….	$9,329,459,479
"Taxable Value" times 2% equals the "Debt Limit"……..	$186,589,190
Less: current outstanding general obligation debt*"……..	(15,770,000)
Estimated additional debt incurring capacity*"…….	$170,819,190

* Preliminary; subject to change.

(1) Includes URA value.

No Defaulted Obligations

The City has never failed to pay principal of and interest on any of its financial obligations when due.

FINANCIAL INFORMATION REGARDING THE CITY OF CALDWELL, IDAHO

Fund Structure; Accounting Basis

The government–wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources management focus and modified accrual basis of accounting. With this measurement focus, only current assets and current liabilities generally are included on the balance sheet. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual (when they become both measurable and available). "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. The City considers property taxes available if they are collected within 30 days after year end. A 90–day availability period is used for revenue recognition for all other governmental fund revenues. Expenditures are recorded when the related fund liability is incurred. Principal and interest on general long-term debt are recorded as fund liabilities when due.

Property taxes, franchise taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the government.

Budget And Budgetary Process

As required by Idaho Code Section 50–1002, the City Council shall, prior to passing the annual appropriation ordinance, prepare a budget estimating the revenues and expenditures for the ensuing fiscal year. After proper publication, a public hearing is held for any interested person to appear and show cause why such proposed budget should or should not be adopted.

City Council may amend the budget during the fiscal year by following the same procedure as used in adopting the original appropriation ordinance. However, in order to amend the budget to a greater amount than originally adopted, additional revenue must accrue to the City equal to the proposed expenditures.

Sources Of General Fund Revenues

Set forth below are brief descriptions of the various sources of revenues available to the City's general fund. The percentage of total general fund revenues represented by each source is based on the City's Fiscal Year 2025 period (total general fund revenues were $52,297,831).

Property Taxes—Approximately 45.6% (or $23,867,365) of general fund revenues are from property taxes, including interest on delinquent taxes.

Fees and Charges for Services—Approximately 27.6% (or $14,447,522) of general fund revenues are from fees and charges for services.

Licenses and Permits—Approximately 11.3% (or $5,909,040) of general fund revenues are from licenses and permits.

Intergovernmental—Approximately 8.2% (or $4,293,866) of general fund revenues are collected from intergovernmental revenue.

Interest—Approximately 3.8% (or $1,964,596) of general fund revenues are collected from interest revenues.

Franchise Fees—Approximately 2.1% (or $1,107,396) of general fund revenues are collected from franchise fees.

Operating Grants—Approximately 1.5% (or $789,664) of general fund revenues are from operating grants.

Miscellaneous—Approximately 1.2% (or $616,174) of general fund revenues are miscellaneous revenue.

Interest on Leases—Less than 1% (or $2,279) of general fund revenues are collected from interest on leases.

Unrealized (Loss) on Investments—0.0% (or –$23,697) of general fund revenue is deducted by unrealized loss on investments.

Capital Grants—Approximately (1.3)% (or –$676,376) of general fund revenues is deducted by capital grants.

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Financial Summaries

The summaries contained herein were extracted from the City's audited financial reports. The summaries themselves have not been unaudited.

The administration of the City prepared a narrative discussion, overview, and analysis of the financial activities of the City for Fiscal Year 2025. See "APPENDIX A—FINANCIAL STATEMENTS OF CITY OF CALDWELL, IDAHO FOR FISCAL YEAR 2025–Management's Discussion and Analysis" (audit page 5).

Statement of Net Position

(Summary has not been audited)

	As of September 30				
	2025	2024	2023	2022	2021
Assets					
Current Assets					
Cash, investments, and cash equivalents	$146,981,069	$146,971,680	$126,956,092	$120,310,389	$100,633,054
Prepaid expenses	567,197	186,673	50,284	93,486	73,183
Receivables					
Interest	845,400	876,928	773,446	461,750	248,761
Taxes	33,215,352	30,679,978	27,886,805	22,135,262	20,725,160
Intergovernmental	3,348,483	3,621,160	4,838,087	3,400,295	3,853,849
Accounts	7,263,610	5,361,337	4,305,986	3,678,202	3,634,826
Special assessments	675,359	453,455	181,454	224,801	303,545
Grants	707,903	834,935	768,900	56,502	1,897,833
Notes receivable, current portion	38,391	38,391	38,391	51,478	51,478
Lease receivable, current portion	276,019	258,039	256,186	370,220	—
Inventory	1,522,654	1,066,791	965,711	757,173	485,520
Total current assets	195,441,437	190,349,367	167,021,342	151,539,558	131,907,209
Noncurrent Assets					
Restricted cash, investments and cash equivalents	2,003,760	2,309,410	135,843	121,231	110,176
Restricted investments	208,481	215,280	206,968	219,890	271,340
Net pension asset - FRF	12,289,241	10,595,570	9,951,771	8,642,067	11,375,653
Lease receivable, net of current portion	3,776,792	3,061,881	2,838,457	3,479,112	492,031
Capital Assets					
Land and other assets not depreciated	75,076,811	66,546,966	60,292,558	30,608,430	26,734,337
Capital assets being depreciated	395,434,318	345,963,485	295,396,990	281,428,527	248,519,354
Right to use subscription IT assets, net of accumulated amortization	1,365,542	1,506,956	706,480	—	—
Equipment lease, net of accumulated amortization	7,802	13,653	–	–	–
Total noncurrent assets	490,162,747	430,213,201	369,529,067	324,499,257	287,502,891
Total assets	685,604,184	620,562,568	536,550,409	476,038,815	419,410,100
Deferred outflows of resources					
OPEB	157,715	179,684	153,489	171,695	86,423
Pension	6,581,016	7,123,823	11,343,805	10,383,774	5,145,726
Total assets and deferred outflows of resources	$692,342,915	$627,866,075	$548,047,703	$486,594,284	$424,642,249

(Statement of Net Position continued on following page.)

Statement of Net Position—*continued*

(Summary has not been audited)

	As of September 30				
	2025	2024	2023	2022	2021
Liabilities					
Current Liabilities					
Vouchers and payroll payable	$14,029,711	$15,649,452	$11,877,585	$7,759,347	$9,870,578
Customer deposits	909,212	812,090	880,700	688,554	556,727
Interest payable	87,608	165,590	7,649	—	—
Advance revenues	1,853,195	833,785	10,359,563	11,862,459	6,165,395
Subscription IT liabilities	481,933	397,970	119,424		
Equipment lease liabilities	5,847	5,568	–	–	–
Current portion of compensated absences	3,178,244	1,850,678	1,502,594	1,416,320	1,286,453
Current portion of loan payable	—	262,570	–	–	–
Current portion of long-term liabilities	720,846	330,728	–	–	–
Total current assets	21,266,596	20,308,431	24,747,515	21,726,680	17,879,153
Noncurrent Liabilities					
Compensated absences payable	1,279,802	1,452,355	791,055	208,198	205,535
Bonds payable	10,540,000	11,754,293	–	–	–
Loan payable	3,200,218	2,624,257	–	–	–
Subscription IT liabilities	787,733	1,080,227	572,889	–	–
Equipment lease liabilities	0	5,847	–	–	–
OPEB liability	670,388	625,827	642,904	580,764	580,495
Net pension liability - Base Plan	15,284,025	21,205,501	22,454,197	17,374,214	141,522
Total noncurrent assets	31,762,166	38,748,307	24,461,045	18,163,176	927,552
Total liabilities	53,028,762	59,056,738	49,208,560	39,889,856	18,806,705
Deferred inflows of resources					
Pension	6,859,034	398,462	21,889	114,325	13,668,644
OPEB	254,822	231,608	112,466	122,208	39,108
Lease related	4,085,975	3,339,961	3,110,562	3,841,454	—
Unavailable property taxes	32,790,565	30,277,016	27,472,690	21,753,053	20,279,505
Total deferred inflows of resources	43,990,396	34,247,047	30,717,607	25,831,040	33,987,257
Net position					
Net investment in capital assets	456,147,896	397,569,600	355,703,715	312,036,957	275,253,691
Restricted for pensions	12,529,605	10,595,570	9,951,771	8,642,067	11,867,684
Unrestricted	126,646,256	126,397,120	102,466,050	100,194,364	84,726,912
Total net position	595,323,757	534,562,290	468,121,536	420,873,388	371,848,287
Total liabilities, deferred inflows of resources and net position	$692,342,915	$627,866,075	$ 548,047,703	$486,594,284	$424,642,249

(Source: Information taken from the City's audited financial statements, compiled by the Municipal Advisor.)

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Statement of Activities–Total Primary Government

(Summary has not been audited)

	Net (Expense) Revenue and Changes in Net Assets[1]				
	Fiscal Year Ended September 30				
	2025	2024	2023	2022	2021
Governmental activities					
General government					
Executive and legislative	$ (390,998)	$ 476,247)	$ (512,182)	$ (414,871)	$ (343,782)
Administrative	(751,940)	(745,180)	(646,162)	(429,678)	(428,497)
Legal	(460,666)	(174,791)	(305,069)	(252,757)	(227,377)
City clerk	(418,868)	(299,039)	(256,529)	(221,289)	(160,884)
Accounting	(1,150,548)	(1,192,542)	(559,888)	(415,720)	(328,022)
Tort insurance	—	—	—	(78,114)	—
Other general government	(1,086,568)	(5,966,881)	(5,189,170)	(3,028,753)	(304,680)
Gov. bldgs. & engineering svcs.	(67,957)	310,437	184,987	183,586	153,939
Public safety					
Law enforcement	(16,838,843)	(15,126,932)	(12,415,405)	(10,699,239)	(10,028,134)
Fire department	(8,874,101)	(7,630,721)	(6,006,985)	(4,140,383)	(3,767,418)
Building safety	3,800,200	3,519,718	3,009,003	3,028,056	2,230,012
Parks and recreation					
Parks	(1,009,789)	(1,064,560)	(1,071,201)	(800,871)	(724,071)
Culture and recreation	(246,043)	(347,155)	(161,920)	(124,525)	(206,401)
Community services					
Community services	(3,803,121)	7,103,644	(731,942)	(246,121)	(18,971)
Community development	20,915,739	24,672,212	25,291,579	18,278,371	23,142,380
Senior citizens	(53,731)	(44,889)	(56,660)	(48,915)	(30,761)
Streets	(10,207,484)	(9,015,210)	(7,503,932)	(7,584,926)	(6,215,174)
Interest on long-term debt	(107,601)	(285,178)	(112,059)	(98,100)	(109,800)
Total governmental activities	(20,752,320)	(6,763,314)	(7,043,535)	(7,094,249)	2,632,359
Business type activities					
Water	10,721,795	8,111,348	2,481,339	6,922,705	5,145,964
Sewer	12,459,505	10,435,435	7,726,851	9,327,029	8,201,021
Sanitation	174,028	(1,055,693)	39,847	121,146	72,101
Golf	399,657	(172,932)	(81,954)	178,003	12,359
Street lighting	557,533	1,183,295	581,946	1,507,372	995,223
Irrigation	3,667,200	2,030,685	1,204,268	4,063,802	2,602,423
Total business type activities	27,979,718	20,532,138	11,952,297	21,764,051	17,004,373
Total Primary Government	7,227,398	13,768,824	4,908,762	14,669,802	19,636,732
Changes in net position net rev (exp)	7,227,398	13,768,824	4,908,762	14,669,802	19,636,732
General revenues					
Shared revenues					
Property taxes, general purposes	30,104,776	27,533,223	22,393,185	20,868,349	19,597,720
Property taxes, debt service	886,393				
Franchise taxes	1,107,396	1,176,644	1,043,941	854,451	798,018
Sales tax and other governmental	13,578,375	13,909,704	12,395,661	12,418,612	10,792,233
Special assessments for DS of LIDs	481,520	509,097	353,637	331,715	392,162
Unrestricted investment earnings	6,121,903	6,313,819	4,774,050	1,104,519	611,624
Unrestricted investment leases	(81,601)	86,708	388,707	—	—
Unrestricted unrealized gains (loss) on investments	97,401	1,155,695	100,490	(2,147,316)	(403,063)
Miscellaneous	1,564,667	2,841,869	865,477	855,050	487,580
(Loss) gain on disposal of assets	(58,546)	(854,826)	20,882	38,386	416,062
Total general revenues and transfers	53,802,284	52,671,933	42,336,030	34,323,766	32,692,336
Change in net position	61,029,682	66,440,757	47,244,792	48,993,568	52,329,068
Net position–beginning	534,562,290	468,121,537	420,873,388	371,848,287	319,418,808
Restatement	(268,215)	—	3,356	31,533	100,411
Net position–beginning of year, restated	534,294,075	468,121,537	420,876,744	371,879,820	319,519,219
Net position–ending	$595,323,757	$534,562,294	$468,121,536	$420,873,388	$371,848,287

(1) This report is presented is summary format concerning the single item of "Net (Expense) Revenue and Changes in Net Assets" and is not intended to be complete.

(Source: Information taken from the City's audited financial statements, compiled by the Municipal Advisor.)

Balance Sheet—Governmental Fund Types

(Summary has not been audited)

	Fiscal Year Ended September 30				
	2025	2024	2023	2022	2021
Assets					
Cash, investments, and cash equivalents	$48,093,158	$47,210,519	$55,824,329	$50,563,682	$40,148,243
Prepaid expenses	542,435	145,584	30,438	69,094	49,220
Receivables					
Interest	173,998	232,915	189,462	89,961	22,740
Taxes	26,118,534	23,585,230	21,661,513	17,506,372	16,409,094
Intergovernmental	1,367,996	1,130,059	1,473,499	1,839,200	1,797,971
Accounts	1,274,119	1,031,617	170,016	212,962	331,684
Grants	215,367	191,716	186,276	33,108	16,991
Leases	91,431	117,549	142,117	162,349	—
Due from other funds	111,214	201,828	291,840	32,637	770,255
Restricted cash and cash equivalents	188,887	1,251,241	—	—	—
Inventory	—	—	9,689	—	—
Total assets	$78,177,139	$75,098,258	$79,979,179	$70,509,365	$59,546,198
Liabilities					
Vouchers and payroll payable	3,529,649	4,578,966	4,021,225	2,273,128	3,011,464
Due to other funds	7,550	—	616	125,000	—
Advances	—	—	—	475,000	—
Advanced revenues	1,853,195	833,785	10,359,563	11,862,459	6,165,395
Total liabilities	5,390,394	5,412,751	14,381,404	14,735,587	9,176,859
Deferred Inflows of Resources					
Unavailable property tax revenue	26,028,837	23,489,445	21,612,455	17,417,545	16,336,838
Unavailable revenue - other	638,349	656,963	–	–	–
Lease related	84,217	112,157	141,194	156,394	—
Total deferred inflows of resources	26,751,403	24,258,565	21,753,649	17,573,939	16,336,838
Fund balances					
Nonspendable	542,435	145,584	40,127	69,094	49,220
Committed for public safety	—	2,634,247	4,832,020	5,831,125	6,092,773
Committed for capital outlay	12,845,114	14,321,163	10,457,913	6,585,375	6,731,981
Assigned for building safety	—	—	—	—	4,269,957
Assigned for city projects	8,432,297	9,494,604	13,000,000	673,960	6,678,820
Assigned for operations	—	—	—	—	—
Unassigned for operations	24,215,496	18,831,344	15,514,066	25,040,285	10,209,750
Unassigned	—	—	—	—	—
Total fund balance	46,035,342	45,426,942	43,844,126	38,199,839	34,032,501
Total liabilities and fund balance	$78,177,139	$75,098,258	$79,979,179	$70,509,365	$59,546,198

(Source: Information taken from the City's audited financial statements, compiled by the Municipal Advisor.)

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Statement of Revenues, Expenditures and Changes in Fund Balance

Governmental Fund Types—General Fund

(Summary has not been audited)

	Fiscal Year Ended September 30				
	2025	2024	2023	2022	2021
Revenues					
Property taxes	$23,867,365	$21,312,331	$17,692,621	$16,660,300	$15,655,886
Franchise fees	1,107,396	1,176,644	1,043,941	854,451	798,018
Interest	1,964,596	2,660,375	1,897,337	419,688	262,237
Interest from leases	2,279	2,851	3,364	–	–
Licenses and permits	5,909,040	5,354,064	4,665,963	4,377,849	3,544,100
Intergovernmental	4,293,866	4,175,662	4,369,234	4,977,884	4,579,728
Other financial assistance	—	—	—	—	696,910
Capital grants	(676,376)	—	—	—	—
Operating grants	789,664	10,361,468	5,847,255	4,040,175	6,704,619
Charges for services	14,447,522	13,386,116	11,873,093	10,088,080	9,211,754
Unrealized gain (loss) on investments	(23,695)	361,808	202,652	(752,910)	(122,154)
Miscellaneous	616,174	789,055	237,278	142,290	259,897
Total revenues	52,297,831	59,580,374	47,832,738	40,807,807	41,590,995
Expenditures					
Current					
General government	8,781,477	9,432,862	8,206,910	5,896,486	8,615,557
Public safety	32,233,843	28,959,242	24,286,002	20,249,958	19,233,148
Culture and recreation	451,413	546,760	352,952	231,375	289,809
Community services	1,760,856	1,415,077	1,061,500	815,422	640,061
Debt service					
Principal repayments subscriptions	562,404	452,896	56,803	—	—
Principal repayments on interfund loan	262,570	40,000	40,000	40,000	40,000
Principal repayments on bonds	–	270,667	–	–	–
Principal repayments on equipment leases	6,138	6,138	–	–	–
Interest and other	183,057	131,344	108,087	98,100	109,800
Capital outlay	8,776,140	11,001,091	6,997,928	9,304,764	6,284,547
Total expenditures	53,017,898	52,256,077	41,110,182	36,636,105	35,212,922
Excess of revenues over (under) expenditures	(720,067)	7,324,297	6,722,556	4,171,702	6,378,073
Other financing sources (uses)					
Proceeds from sale of capital assets	676,658	226,994	29,850	22,500	921,224
Subscriptions	364,775	1,231,082	642,604	—	—
Equipment leases	—	17,544	—	—	—
Loan proceeds	—	3,157,494	—	—	—
Transfers in (out)	287,034	(10,374,607)	(1,750,723)	(33,653)	(10,426)
Total other financing sources (uses)	1,328,467	(5,741,493)	(1,078,269)	(11,153)	910,798
Net change in fund balance	608,400	1,582,804	5,644,287	4,160,549	7,288,871
Fund balance at beginning of year	45,426,942	43,844,126	38,199,839	34,032,501	26,658,699
Restatement	—	—	—	6,789	84,931
Fund Balance, Beginning of Year, restated	45,426,942	43,844,126	38,199,839	34,039,290	26,743,630
Fund balance at end of year	$46,035,342	$45,426,930	$43,844,126	$38,199,839	$34,032,501

(Source: Information taken from the City's audited financial statements, compiled by the Municipal Advisor.)

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Property Tax Matters

Tax Levy Procedure. The City's tax levy is certified to the board of county commissioners in September and taxes are due and payable one–half on December 20 and one–half on June 20 of the following calendar year. The County Treasurer disburses tax receipts to the City approximately one month after the statutory payable dates.

Ad Valorem Tax Limitation. Idaho Code Section 63-802 provides that the City shall not certify a budget request for an amount of ad valorem tax revenues to finance an annual budget that exceeds the highest dollar amount of ad valorem taxes certified for its annual budget for any one of the three tax years preceding the current tax year, which amount may be increased by a growth factor of not to exceed 3% plus the amount of revenue that would have been generated by applying the levy rate of the previous year to 90% of any increase in market value subject to taxation resulting from new construction or annexation. For dissolving or de-annexing urban renewal revenue allocation areas, only 80% of the difference between the most recent increment and the 2006 increment value can be included on the new construction roll. The City's total budget increase from all sources may not exceed 8%; provided, however, that, any increase in new construction market value resulting from a termination, de-annexation, or plan modification of an urban-renewal revenue allocation area is not limited by this 8% cap.

The City may submit to the electors within the City the question of whether the budget from property tax revenues may be increased beyond the amount authorized in Idaho Code Section 63-802, but not beyond the levy authorized by statute. The additional amount must be approved by 66 2/3% or more of the voters voting on the question at an election called for that purpose and held on the May or November dates provided by section 34-106, Idaho Code. If approved by the required minimum 66 2/3% of the voters voting at the election, the new budget amount shall be the base budget for the purposes of Idaho Code Section 63–802. In addition, the board of county commissioners may set a levy that exceeds the limitation above if it has been approved by a majority of the City's electors voting on the question at an election called for that purpose, provided however, that such voter approval shall be for a period of not to exceed two years.

Once the City has approved its annual budget in accordance with the parameters of Idaho Code Section 63–802, it submits its Budget Dollar Certification Form (L-2 Form) and published budget to the board of county commissioners. Using the completed L-2 Form, the board of county commissioners then submits the City's budget request to the State Tax Commission.

The limitation on the amount of property tax revenues to finance an annual budget does not include revenue from non-property tax sources and does not include revenues from levies that are voter approved for bonds, override levies, or supplemental levies.

Ad valorem taxes, including delinquent taxes and penalties, are collected by the Treasurer of the County and are remitted to the City during the month following collection.

Direct And Overlapping Tax Rates Of The City

	Tax Rate (Fiscal Year)[1]				
	2025	2024	2023	2022	2021
Direct Tax Rates:					
The City	0.003484329	0.003678648	0.003649751	0.003992964	0.005801054
Overlapping Rates:					
Ambulance District	0.000278940	0.000098531	0.000101437	0.000100017	0.000135943
Vallivue School District No. 139	0.001416662	0.001749174	0.001994778	0.002146049	0.003290022
Canyon County	0.001520824	0.001556847	0.001614778	0.001227019	0.002469842
Canyon Highway #4	0.000602532	0.000629205	0.000640835	0.000651454	0.000940393
College of Western Idaho	0.000081939	0.000085194	0.000087502	0.000078612	0.000104843
Mosquito Abatement	0.000090221	0.000093641	0.000095288	0.000093577	0.000132407
Total Direct and Overlapping Tax Rate[2]	0.007475447	0.007891240	0.008184369	0.008289692	0.012874504

(1) These tax rates represent a taxing district within the City with the highest combined total tax rates of all overlapping taxing districts.

(2) Includes total City tax rate.

(Source: The Office of the County Treasurer; compiled by the Municipal Advisor.)

Taxable Value Of Property

The County Assessor annually assign "valuation of market value for assessment purposes" to all taxable real and personal property within the County. The following table shows the history of the values for the City during the last five years:

Tax Year	Full Market Value[1][2]	% Change	Homeowner's Exemption	Taxable Assessed Value[2][3]	% Change	URA Value[4][5]
2025.....	$11,295,921,913	12.6	$1,966,462,434	$9,329,459,479	14.4	$ 8,957,413
2024.....	10,031,717,460	10.0	1,877,729,790	8,153,987,670	11.1	7,022,552
2023.....	9,122,007,558	26.9	1,783,579,260	7,338,428,298	34.6	421,914
2022.....	7,185,570,621	17.9	1,732,147,974	5,453,422,647	20.7	1,642,572,188
2021.....	6,095,761,017	28.2	1,577,038,482	4,518,722,535	26.4	1,019,597,496

(1) Each year all taxable property must be assessed at 100% of the current market value.
(2) Includes URA value.
(3) "Taxable Assessed Value" is the full market value less statutory exemptions and incremental changes to the base value in any urban renewal area that overlaps the City pursuant to Title 50 of the Code. Statutory exemptions include a homeowner's exemption, and property tax reductions. The Taxable Assessed Value is the value against which tax levies are applied.
(4) Incremental value assessed to that portion of the URA that lie within the City.
(5) Incremental value in the amount of $1,432,069,396 was terminated in tax year 2023.

(Source: Reports from the Idaho State Tax Commission.)

Property Tax Exemptions

Idaho law includes many full or partial exemptions, including inventories, livestock, stored property in transit, pollution control facilities, household belongings, clothing, property licensed motor or recreational vehicles, and most property belonging to religious, fraternal, and educational organizations and institutions. Partial exemptions are available for residential improvement and speculative value of agricultural land. Partial tax credits are available to elderly, widowed, and disabled homeowners. Other major exemptions include the following:

Homeowner's Property Tax Exemption. The homeowner's exemption provides a permanent exemption from ad valorem taxation for 50% of the Full Market Value of a homeowner's primary residence (including up to one acre of the land value) subject to a maximum exemption of $125,000 (the "Homeowner's Exemption").

Business Investment Property Tax Exemption: Under Idaho Code Section 63-602NN local county commissioners can declare that all or a portion of the market value of the improvements of a defined project with investments that meet certain tax incentive criteria can be exempt from property tax for a specified period of time. The exemption can be up to 100% per year for up to five years for each project. The investment must be in new manufacturing facilities valued at a minimum of $500,000 and land is not eligible for the exemption. Any existing buildings are not eligible for the exemption and approval of the exemption is at the discretion of the local county commissioners.

Use of the business investment property tax exemption ("Business Exemption") only exempts the collection of property taxes on new business investment and does not impact the District's ability to repay the 2026 Bonds. Following the expiration of the Business Exemption the value of the new investment of property will be included in the District's Taxable Assessed Value for future tax levy certifications.

Personal Property Tax Exemption: The 2026 Bonds are secured by an unlimited tax on taxable property in the City. Taxable property includes real property and personal property. Idaho currently has a $3,000 exemption on a de minimus item of taxable property and, effective January 1, 2022, a $250,000 exemption on business personal property.

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Tax Collection Record

Year[1]	Tax Levy in Dollars	Amount Collected[2]	% Collected
2025 [3] …….	$32,476,606	$19,803,813	61.0
2024……..	30,744,587	30,497,107	99.2
2023…..…….	27,252,726	27,132,401	99.6
2022…….	22,060,046	22,035,789	99.9
2021…….	20,654,852	20,654,852	100.0
2020…….	19,335,526	19,335,526	100.0

(1) The tax year runs from January 1 to December 31. Ad valorem taxes, including delinquent taxes, penalties and amounts canceled, are collected by the Treasurer of the County and are remitted to the City during the month following collection.

(2) Includes property tax collections from Canyon County as of December 2025.

(3) First half tax collection paid December 2025. Second half tax collection will be due in June 2026 for tax year 2025.

(Source: The Office of the County Treasurer; compiled by the Municipal Advisor.)

The Largest Taxpayers Of The City

Idaho Code Section 50-2908 allows URA value to be used for calculating the tax rate for voter approved general obligation bonds authorized after December 31, 2007. As such, the taxable assessed valuation applicable to the City's bond levy is larger than the taxable assessed value applicable to the City's regular property tax levy.

The following chart shows the largest taxpayers with URA value included (i.e., bond levy):

Taxpayer	Type of Business	2025 Taxable Value	% of the City's 2025 TV
Sky Ranch Real Estate LLC	Real estate developer	$ 95,488,329	1.0
Open Door Rentals LLC	Property management	81,638,090	0.9
Capitol Distributing II LLC	Dry goods merchant wholesaler	81,163,400	0.9
Neighborhoods by Gini LLC	Real estate developer	73,426,900	0.8
Canyon Village Multifamily LLC	Real estate developer	67,713,600	0.7
CRE-WPL Sky Ranch Owner LLC	Real estate developer	62,201,900	0.7
AT North Ranch A LP	Commercial real estate developer	53,042,580	0.6
AT Caldwell II LP	Real estate developer	49,874,230	0.5
JR Simplot Co. (WSI)	Fertilizer manufacturing	49,716,717	0.5
West Valley Medical Center Inc.	General medical and surgical hospitals	44,032,370	0.5
Totals Top Ten Taxpayers…….		$658,298,116	7.1
Total City Taxable Value (includes URA values)…….		$9,329,459,479	100.0

(Source: The Office of the County Treasurer; compiled by the Municipal Advisor.)

TAX MATTERS

General

In the opinion of Skinner Fawcett LLP, Bond Counsel, based upon an analysis of existing laws, regulations, rulings, and court decisions and assuming, among other matters, the accuracy of certain representation and compliance with certain covenants, interest on the 2026 Bonds is excluded from gross income for federal income tax purposes under Section 103 of the IRS Code of 1986, as amended (the "Code"). In the further opinion of Bond Counsel, interest on the 2026 Bonds is not a specific preference item for purposes of the federal alternative minimum tax. Bond Counsel is also of the opinion based on existing laws of the State of Idaho as enacted and construed that interest on the Bonds is exempt from State of Idaho income taxes. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual, or receipt of interest on, the 2026 Bonds. A complete copy of the proposed form of the opinion of Bond Counsel is set forth in "APPENDIX B—PROPOSED FORM OF OPINION OF BOND COUNSEL" hereof.

Bond Counsel notes that interest on the 2026 Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax. Bond Counsel expresses no opinion regarding other tax consequences relating to ownership or disposition of, or the accrual or receipt of interest on, the 2026 Bonds.

The Code establishes certain requirements which must be met on a continuing basis subsequent to the delivery of the 2026 Bonds for interest on the 2026 Bonds to be excludable from gross income for federal income tax purposes. The City has covenanted to take all reasonable steps to comply with all of the requirements of the Code so that interest on the 2026 Bonds will be excludable from gross income for federal income tax purposes. Bond Counsel has assumed continuing compliance by the City with the above covenants and procedures in rendering their opinion. Failure to comply with certain tax requirements may cause interest on the 2026 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of such bonds. Bond Counsel's engagement with respect to the 2026 Bonds ends with the issuance of the 2026 Bonds. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) or any other matters coming to the attention of Bond Counsel after the date of issuance of the 2026 Bonds may adversely affect the value of, or the tax status of interest on, the 2026 Bonds. Accordingly, its opinion is not intended to, and may not, be relied upon in connection with any such actions, events or matters.

Future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the 2026 Bonds to be subject directly or indirectly, to federal income taxation or interest on the 2026 Bonds to be subject to or exempted from state income taxation, or otherwise prevent Bondholders from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such future legislative proposals, clarification of the Code or court decisions may also affect the market price for, or marketability of, the 2026 Bonds. Prospective purchasers of the 2026 Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

The opinion of Bond Counsel is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Bond Counsel's judgment as to the proper treatment of the 2026 Bonds for federal income tax purposes. It is not binding on the Internal Revenue Service ("IRS") or the courts. Furthermore, Bond Counsel cannot give and has not given any opinion or assurance about the future activities of the City or about the effect of future changes in the Code, the applicable regulations, the interpretation thereof or the enforcement thereof by the IRS.

Although Bond Counsel expects to render an opinion that interest on the 2026 Bonds is excludable from gross income for federal income tax purposes and that interest on the 2026 Bonds is exempt from State of Idaho income taxes, the ownership or disposition of, or the accrual or receipt of interest on, the 2026 Bonds may otherwise affect a Bondholder's federal or state tax liability. The nature and extent of these other tax consequences will depend upon the Bondholder's particular tax status or the Bondholder's other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

Other Tax Consequences

[*Original Issue Discount*. For federal income tax purposes, original issue discount is the excess of the stated redemption price at maturity of a Bond over its issue price. The stated redemption price at maturity of a Bond is the sum of all payments on the Bond other than "qualified stated interest" (i.e., interest unconditionally payable at least annually at a single fixed rate). The issue price of a Bond is generally the first price at which a substantial amount of the 2026 Bonds of that maturity have been sold to the public. Under Section 1288 of the Code, original issue discount on tax-exempt bonds accrues on a compound basis. The amount of original issue discount that accrues to an owner of a Bond during any accrual period generally equals (1) the issue price of that Bond, plus the amount of original issue discount accrued in all prior accrual periods, multiplied by (2) the yield to maturity on that Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (3) any interest payable on that Bond during that accrual period. The amount of original issue discount accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excludable from gross income for federal income tax purposes, and will increase the owner's tax basis in that Bond. Prospective investors should consult their own tax advisors concerning the calculation and accrual of original issue discount.]

[*Original Issue Premium.* For federal income tax purposes, premium is the excess of the issue price of a Bond over its stated redemption price at maturity. The stated redemption price at maturity of a Bond is the sum of all payments on the Bond other than "qualified stated interest" (i.e., interest unconditionally payable at least annually at a single fixed rate). The issue price of a 2026 Bond is generally the first price at which a substantial amount of the 2026 Bonds of that maturity have been sold to the public. Under Section 171 of the Code, premium on tax-exempt bonds amortizes over the term of the 2026 Bond using constant yield principles, based on the purchaser's yield to maturity. As premium is amortized, the owner's basis in the Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to the owner, which will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of the 2026 Bond prior to its maturity. Even though the owner's basis is reduced, no federal income tax deduction is allowed. Prospective investors should consult their own tax advisors concerning the calculation and accrual of bond premium.]

Sale, Exchange or Retirement of Bonds. Upon the sale, exchange or retirement (including redemption) of a Bond, an owner of the 2026 Bond generally will recognize gain or loss in an amount equal to the difference between the amount of cash and the fair market value of any property actually or constructively received on the sale, exchange or retirement of the 2026 Bond (other than in respect of accrued and unpaid interest) and such owner's adjusted tax basis in the 2026 Bond. To the extent a 2026 Bond is held as a capital asset, such gain or loss will be capital gain or loss and will be long-term capital gain or loss if the 2026 Bond has been held for more than 12 months at the time of sale, exchange or retirement.

Reporting Requirements. In general, information reporting requirements will apply to certain payments of principal, interest and premium paid on the 2026 Bonds, and to the proceeds paid on the sale of the 2026 Bonds, other than certain exempt recipients (such as corporations and foreign entities). A backup withholding tax will apply to such payments if the owner fails to provide a taxpayer identification number or certification of foreign or other exempt status or fails to report in full dividend and interest income. The amount of any backup withholding from a payment to an owner will be allowed as a credit against the owner's federal income tax liability.

Collateral Federal Income Tax Consequences. Prospective purchasers of the 2026 Bonds should be aware that ownership of the 2026 Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, certain applicable corporations subject to the corporate alternative minimum tax, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the 2026 Bonds. Bond Counsel expresses no opinion regarding these tax consequences. Purchasers of 2026 Bonds should consult their tax advisors as to the applicability of these tax consequences and other federal income tax consequences of the purchase, ownership and disposition of the 2026 Bonds, including the possible application of state, local, foreign and other tax laws.

Qualified Tax–Exempt Obligations

[The City intends to designate the Bonds as "qualified tax–exempt obligations" pursuant to the small issuer exception provided by Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, which affords banks and thrift institutions purchasing the Bonds more favorable treatment of their deduction for interest expense than would otherwise be allowed under Section 265(b)(2) of the Code for taxable years of such financial institutions ending after December 31, 1986.]

LEGAL MATTERS

Absence Of Litigation Concerning The 2026 Bonds

The attorney for the City, Oscar Klaas, City Attorney, has officially advised that, to his knowledge, there is no pending or threatened litigation that would legally stop, enjoin, or prohibit the issuance, sale or delivery of the 2026 Bonds or the levy or collection of taxes for the payment of the 2026 Bonds.

Opinions Of Bond Counsel

Legal matters incident to the authorization, issuance and sale of the 2026 Bonds by the City are subject to the approving legal opinion of Bond Counsel, substantially in the form attached hereto as APPENDIX B—PROPOSED

FORM OF OPINION OF BOND COUNSEL." Bond Counsel has reviewed this document only to confirm that the portions of it describing the 2026 Bonds and the authority to issue the 2026 Bonds, the security for the Bonds and tax matters relative to the 2026 Bonds present a fair summary of such matters.

Tax Legislative Changes

Current law may change to directly or indirectly reduce or eliminate the benefit of the exclusion of interest on the 2026 Bonds from the gross income for federal income tax purposes. Any proposed legislation, whether enacted, could also affect the value and liquidity of the 2026 Bonds. Prospective purchasers of the 2026 Bonds should consult with their own tax advisors with respect to the effects of any proposed or future legislation.

Legislative Referrals

Referrals are proposed laws that originate from the State Legislature to be voted on by the people. In Idaho, both houses of the State Legislature must vote and must pass by two–thirds of its members to refer a statute or constitutional amendment for a popular vote. Such referrals cannot be vetoed by the governor. According to the Elections Division of the Idaho Secretary of State, there are no current proposed Legislative referrals.

The Initiative Process

Article I, Section 3 of the Idaho Constitution provides that the people of the State have reserved to themselves the power of initiative and referendum, pursuant to which measures to enact, or repeal laws can be placed on the statewide general election ballot for consideration by the voters. The initiative and referendum powers relate only to laws; the Idaho Supreme Court has ruled that the Idaho Constitution cannot be amended by initiative or referendum.

In 1997, the State Legislature enacted significant procedural prerequisites including signature distribution requirements, to qualify an initiative or referendum measure for submittal to the electors. Any person may file a proposed measure with the signatures of 20 qualified electors of the State with the Idaho Secretary of State's office. The Idaho Attorney General is required by law to review and make recommendations (if any) on the petition to the petitioner before issuing a certificate of review to the Secretary of State. The petitioner then, within 15 working days, files the measure with the Secretary of State for assignment of a ballot title and submittal to the Attorney General. The Attorney General, within 10 working days thereafter, shall provide a ballot title for the measure. Any elector that submitted written comments who is dissatisfied with the ballot title certified by the Attorney General may petition the Idaho Supreme Court seeking a revision of the certified ballot title.

Once the ballot title has been certified and the form of the petition has been approved by the Secretary of State, the proponents of the measure shall print the petition and, during an 18-month circulation period or until April 30 in an election year, whichever occurs first, may start gathering the petition signatures necessary to place the proposed measure on the ballot.

Prior to 2021, to be placed on a general election ballot, the proponents must submit, not less than four months prior to the election, to the Secretary of State petitions signed by a number of qualified voters equal to at least 6% of the qualified electors in a majority of the States's 35 legislative districts, and the total number of signatures must be 6% of the total registered voters in the State. The 2021 Legislature adopted legislation changing this requirement to provide that petitions must be signed by a number of qualified voters equal to at least 6% of the qualified electors in all of the State's legislative districts. In 2021, the Idaho Supreme Court struck down the Legislation as violative of the Idaho Constitution's provision for initiatives and referenda. The effect of the Court's actions is that the law reverts to its former form of requiring signatures of 6% of the qualified electors in 18 of the State's 35 legislative districts, and 6% of the total registered voters of the State.

Proponents of measures are permitted to compensate persons obtaining signatures for the petition, but in such instances the petition must contain a notice of such payment to the elector whose signature is being sought.

Historical Initiative Petitions

According to the Elections Division of the Idaho Secretary of State, there have been four initiative petitions and three referendums that qualified for the ballot between 2006 and 2020.

Laws Relating To Municipal Reorganization

Idaho Code Section 67–3903 permits taxing districts of the State, to file a petition for federal bankruptcy relief, in accordance with Chapter 9 of the United States Bankruptcy Code, which permits municipalities to file a voluntary petition for the adjustment of debts. Prior to filing such petition, the taxing district is required to adopt a resolution authorizing the filing. The statute authorizes the taxing district to take actions to consummate a plan of readjustment pursuant to its bankruptcy proceedings, including cancellation and remission of moneys payable under bonds, warrants or other obligations; issuance of refunding bonds on certain conditions, adoption of necessary ordinances, assessment, levy and collection of taxes to enforce collections necessary pursuant to the plan of readjustment, cancellation or reduction in taxes or special assessments for bonds refunded under the plan as a result of reduction in debt service accomplished by such refunding and to take any other actions necessary for accomplishment of the plan. Prior to refunding bonds or levying any taxes or special assessments, the taxing district is required to provide notice and hold a hearing prior to the adoption of the plan for readjustment requiring such actions.

General

Certain legal matters will be passed upon for the City by City Attorney, Oscar Klaas. The expected form of the opinion of Bond Counsel is attached to this OFFICIAL STATEMENT as "APPENDIX B—PROPOSED FORM OF OPINION OF BOND COUNSEL."

The various legal opinions to be delivered concurrently with the delivery of the 2026 Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

MISCELLANEOUS

Bond Rating

As of the date of this OFFICIAL STATEMENT, the 2026 Bonds have been rated "____" by Moody's. An explanation of this rating may be obtained from Moody's. The City has not applied to S&P Global Ratings or Fitch Ratings for a rating on the 2026 Bonds.

Such rating does not constitute a recommendation by the rating agency to buy, sell or hold the 2026 Bonds. Such rating reflects only the views of such organization and any desired explanation of the significance of such rating should be obtained from the rating agency furnishing the same. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own.

There is no assurance that the rating given the 2026 Bonds will continue for any given period of time or that the rating will not be revised downward or withdrawn entirely by the rating agency if, in their judgment, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the 2026 Bonds.

Municipal Advisor

The City has entered into an agreement with the Municipal Advisor whereunder the Municipal Advisor provides financial recommendations and guidance to the City with respect to preparation for sale of the 2026 Bonds, timing of sale, tax–exempt bond market conditions, costs of issuance and other factors related to the sale of the 2026 Bonds. The Municipal Advisor has read and participated in the drafting of certain portions of this OFFICIAL STATEMENT and has supervised the completion and editing thereof. The Municipal Advisor has not audited, authenticated or otherwise verified the information set forth in the OFFICIAL STATEMENT, or any other related information available to the City, with respect to accuracy and completeness of disclosure of such information, and the Municipal Advisor makes no guaranty or warranty respecting the accuracy and completeness of the OFFICIAL STATEMENT or any other matter related to the OFFICIAL STATEMENT.

Independent Auditors

The basic financial statements of the City as of September 30, 2025 and for the year then ended, included in this OFFICIAL STATEMENT, have been audited by Eide Bailly, Boise, Idaho ("Eide Bailly"), as stated in their report in "APPENDIX A—FINANCIAL STATEMENTS OF CITY OF CALDWELL, IDAHO FOR FISCAL YEAR 2025."

Eide Bailly have not participated in the preparation or review of this OFFICIAL STATEMENT. Based upon their non–participation, they have not consented to the use of their name in this OFFICIAL STATEMENT.

Additional Information

The information set forth herein has been obtained from the City and other sources that are believed to be reliable, but is not guaranteed as to accuracy or completeness, and is not to be construed as a representation, warranty or guarantee by the Underwriters. So far as any statement herein includes matters of opinion, or estimates of future expenses and income, whether or not expressly so stated, they are intended merely as such and not as representations of fact.

The information contained herein should not be construed as representing all conditions affecting the City or the 2026 Bonds. Additional information may be obtained from the City. The statements relating to the Bond Ordinance are in summarized form, and in all respects, are subject to and qualified in their entirety by express reference to the provisions of such document in its complete form.

Any statements in this OFFICIAL STATEMENT involving matters of opinion, whether or not expressly so stated, are intended as such and not as a representation of fact.

The appendices attached hereto are an integral part of this OFFICIAL STATEMENT and should be read in conjunction with the foregoing material.

This PRELIMINARY OFFICIAL STATEMENT is in a form deemed final by the City for purposes of paragraph (b)(1) of Rule 15c2–12 of the Securities and Exchange Commission.

This OFFICIAL STATEMENT and its distribution and use have been duly authorized by the City.

City of Caldwell, Idaho

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APPENDIX A

FINANCIAL STATEMENTS CITY OF CALDWELL, IDAHO
FOR FISCAL YEAR 2025

The City's Financial Statements and Supplementary Information for Fiscal Year 2025 are contained herein, and such page numbers may not be in numerical order. Copies of current and prior financial reports are available upon request from the City's contact person as indicated under "INTRODUCTION—Contact Persons" above.

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APPENDIX B

PROPOSED FORM OF OPINION OF BOND COUNSEL

Upon the delivery of the 2026 Bonds, Skinner Fawcett LLP, Bond Counsel to the City, propose to issue its final approving opinion in substantially the following form:

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APPENDIX C

PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT

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APPENDIX D

BOOK–ENTRY SYSTEM

DTC, the world's largest securities depository, is a limited–purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non–U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post–trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book–entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non–U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non–U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has an S&P rating of "AA+". The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at dtcc.com.

Purchases of 2026 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2026 Bonds on DTC's records. The ownership interest of each actual purchaser of each 2026 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the 2026 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in 2026 Bonds, except in the event that use of the book–entry system for the 2026 Bonds is discontinued.

To facilitate subsequent transfers, all 2026 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of 2026 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2026 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such 2026 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of 2026 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the 2026 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the bond documents. For example, Beneficial Owners of 2026 Bonds may wish to ascertain that the nominee holding the 2026 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the 2026 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to 2026 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede

& Co.'s consenting or voting rights to those Direct Participants to whose accounts the 2026 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions and dividend payments on the 2026 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detailed information from the City or the Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its 2026 Bonds purchased or tendered, through its Participant, to the Remarketing Agent, and shall effect delivery of such 2026 Bonds by causing the Direct Participant to transfer the Participant's interest in the 2026 Bonds, on DTC's records, to the Remarketing Agent. The requirement for physical delivery of 2026 Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the 2026 Bonds are transferred by Direct Participants on DTC's records and followed by a book–entry credit of tendered 2026 Bonds to the Remarketing Agent's DTC account.

DTC may discontinue providing its services as depository with respect to the 2026 Bonds at any time by giving reasonable notice to the City or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, 2026 Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book–entry–only transfers through DTC (or a successor securities depository). In that event, 2026 Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book–entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

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REAL ESTATE PURCHASE AND SALE AGREEMENT

This Agreement, by and between Triple Dot Development, LLC, an Idaho limited liability company, ("Seller"), and City of Caldwell, a political subdivision of the State of Idaho located at 205 S. 6th Avenue, Caldwell, Idaho, 83605, ("Buyer") shall be effective on the date fully executed by both Parties.

1. Agreement. Seller agrees to sell and Buyer agrees to purchase certain real property ("Property") situated in Canyon County, Idaho, consisting of 1.47 acres, more or less, identified generally as a portion of City of Caldwell tax parcel number 3282300000 consisting of approximately 36.56 acres, as shown generally on **Exhibit A**. The legal description for the property being purchased is attached as **Exhibit A** and fully incorporated into this Agreement.

2. Purchase Price. The total purchase price to be paid by the Buyer to the Seller for the Property shall be TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000.00) per acre, which is an approximate total of THREE HUNDRED SEVENTY FIVE THOUSAND HUNDRED DOLLARS ($375,000.00), exclusive of closing costs, if any, in lawful money of the United States of America, payable on the Terms and Conditions set forth in this Agreement.

3. Final City Approval. This Agreement is not final or binding, even if signed by both Buyer and Seller, until it is approved by the Caldwell City Council in a public meeting that has been properly noticed to the public as required by law and executed by the Caldwell Mayor or his designee.

4. Financial Terms. Buyer agrees, following the execution of this Agreement, to deposit TWO THOUSAND DOLLARS ($2,000.00) as earnest money, evidenced by Buyer's check, with Venture Title. If all conditions are met, the earnest money shall be applied to the purchase price at closing where Buyer will tender the balance of the purchase price (and all applicable closing costs) in cash, by electronic funds transfer, certified check or cashier's check. If all conditions are not met, the earnest money shall be returned to Buyer.

5. Lot Split Record of Survey. Seller acknowledges that Buyer will initiate a lot split through a record of survey application with the City of Caldwell to split the Property

from tax parcel number R3282300000. Seller agrees to cooperate with Buyer in this application process.

6. Right of Way. Seller shall grant and convey to Buyer, in a separate dedication of right of way, all the necessary rights of way as required and agreed upon in the Development Agreement entered into between Buyer and Seller dated October 20, 2022 and recorded as Instrument No. 2022-048429 by the Canyon County Clerk for Case No. PUD22-000004/ANN22-000007/SUB22-000014 (The Charles).

7. Mineral Rights. Any and all mineral rights appurtenant to the Property owned by Seller are included in and are part of the sale of this property to Buyer unless otherwise agreed to by the parties in writing. Any and all mineral rights owned by Buyer that are appurtenant to the portion of parcel 3282300000 that are not a part of this sale, shall be granted to Seller by quitclaim deed at closing.

8. Water Rights. Any and all water rights including but not limited to water systems, wells, springs, lakes, streams, ponds, rivers, ditches, ditch rights, and the like, if any, appurtenant to the Property and included and are a part of the sale of the Property unless otherwise agreed to by the parties in writing.

9. Title Conveyance. Title of Seller is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by Seller may be paid out of purchase money at date of closing. No liens, encumbrances or defects which are to be discharged or assumed by Buyer or to which title is taken subject to, exist unless otherwise specified in this Agreement.

10. Title Insurance.

Preliminary Title Commitment. Prior to closing the transaction, Seller shall furnish to Buyer a preliminary commitment of a title insurance policy showing the condition of the title to the Property. Buyer shall have ten (10) business days from receipt of the preliminary

commitment, or not fewer than twenty-four (24) hours prior to closing, within which to object in writing to the condition of the title as set forth in the preliminary commitment. If Buyer does not so object, Buyer shall be deemed to have accepted the conditions of the title. It is agreed that if the title of the Property is not marketable, or cannot be made so within thirty (30) calendar days after notice containing a written statement of defect is delivered to Seller, Buyer's earnest money deposit will be returned to Buyer and Seller shall pay for the cost of title insurance cancellation fee, escrow and legal fees, if any.

Standard coverage owner's policy Seller shall within a reasonable time after closing furnish to Buyer a title insurance policy in the amount of the Purchase Price of the Property showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this Agreement to be discharged or assumed by Buyer unless otherwise provided herein. The risk assumed by the title company in the standard coverage policy is limited to matters of public record. Buyer shall receive a ILTA/ALTA Owner's Policy of Title Insurance. A title company, at Buyer's request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct closing agency in writing and pay any increase in cost unless otherwise provided herein.

11. Costs. The parties agree to pay the following costs as indicated below. None of the costs to be paid by the parties in this section creates an inspection or performance obligation other than strictly for the payment of costs. There may be other costs incurred in addition to those set forth below. Such costs may be required by law, or by other such circumstances. Seller shall pay for title insurance as required by section 11 of this Agreement. Buyer and Seller shall equally share all other closing costs. Seller is responsible for all fees payable to real estate agents/brokers, if any.

12. Risk of Loss or Neglect. Prior to closing of this sale, all risk of loss shall remain with Seller, in addition, should the Property be materially damaged by fire, neglect, or other destructive cause prior to closing, this Agreement shall be voidable at the option of the Buyer.

13. Electronic Transmissions. Electronic transmission of any signed original

document shall be the same as delivery of an original. At the request of either the Buyer or Seller, or the closing agency, the Buyer and Seller will confirm electronic transmitted signatures by signing an original document. Electronic transmissions shall be sent to the following email addresses:

For the Buyer:

For the Seller:

14. Business Day Defined. A business day is defined as Monday through Friday, 8:00 A.M. to 5:00 P.M. Mountain Time and does not include any legal holiday recognized by the state of Idaho as found in Idaho Code § 73-108. The time in which any act required under this Agreement is to be performed shall be computed by excluding the date of execution and including the last day. If the last day is a legal holiday, then the time for performance shall be the next subsequent business day.

15. Counter Parts. This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two identical copies of the same Agreement. Each identical copy of an Agreement signed in counterparts is deemed to be an original, and all identical copies shall together constitute one and the same document.

16. Severability. In the case that any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

17. Singular or Plural. Singular or plural terms each include the other, when appropriate.

18. Attorney Fees. If either party initiates or defends any arbitration or legal action or proceedings which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

19. Default. *If Buyer defaults* in the performance of this Agreement, Seller have the

option of: (1) accepting the earnest money as liquidated damages or (2) pursuing any other lawful right and/or remedy to which Seller may be entitled. If Seller elect to proceed under (1), Seller shall make demand upon the holder of the earnest money, upon which demand the holder shall pay from the earnest money the costs incurred by Seller' broker on behalf of Seller and Buyer related to the transaction, including, without limitation, the costs of title insurance, escrow fees, appraisal, credit report fees, inspection fees and attorney's fees; and the holder shall pay any balance of the earnest money to Seller. If Seller elect to proceed under (2), the holder of the earnest money shall be entitled to pay the costs incurred by Seller related to the transaction, including, without limitation, the costs title insurance, escrow fees, appraisal, credit report fees, inspection fees and attorney's fees, with any balance of the earnest money to be held pending resolution of the matter. ***If Seller defaults*** in the performance of the Agreement, Buyer's earnest money deposit shall be returned to Buyer and Seller shall pay for the costs of title insurance, escrow fees, appraisals, credit report fees, inspection fees and attorney's fees, if any. This shall not be considered as a waiver by Buyer of any other lawful right or remedy to which Buyer may be entitled.

20. EARNEST MONEY DISPUTE/INTERPLEADER: Notwithstanding any termination of this Agreement, Buyer and Seller agree that in the event of any controversy regarding the earnest money and things of value held by the closing agency, unless mutual written instructions are received by the holder of the earnest money and things of value, the closing agency shall not be required to take any action but may await any proceeding, or may interplead in its sole discretion all parties and deposit any monies or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees.

21. Closing. On or before the closing date, Buyer and Seller shall deposit with the Closing Agency all funds and instruments necessary to complete this transaction. Closing date means the date on which all documents are either recorded or accepted by an Escrow Agent and the sale proceeds are available to Seller. Closing will be at the office of Venture Title, attn: Justin Robertson (justin.robertson@ventureidaho.com; 208-515-7756), 1800 S. Bonito Way, Suite 200, Meridian, Idaho 83642 ("Closing Agency" / "Escrow Agent"). Closing shall occur on or before the date that is thirty (30) days after the date on which the lot split through a record of survey is

recorded.

22. Possession. Buyer shall be entitled to possession of the Property immediately upon closing. Property taxes and water assessments (using last available assessment as a basis), rents, interest and reserves, liens, encumbrances or assumed obligations shall be prorated as of closing.

23. Assignment. The rights, interests and obligations of this Agreement may not be sold, transferred or otherwise assigned prior to the closing.

24. Binding Effect. This Agreement and the covenants contained herein shall bind and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns. The covenants of this Agreement shall survive the transfer of title.

25. Entire Agreement. This Agreement contains the entire agreement of the parties regarding the matters herein set forth and supersedes all prior agreements between the parties regarding such matters. No warranties, including without limitation, any warranty of habitability, agreements or representations not expressly set forth herein shall be binding upon either party.

26. Time is of the essence in this agreement**.**

27. Authority of Signatory. The persons executing this Agreement on its behalf of a Party warrants legal authority to bind the respective Party the persons represent.

[*Signatures on following page*]

SELLER:

TRIPLE DOT DEVELOPMENT

Signature:_____ Date: _____

_____

Printed Name: _____ Title: _____

_____

State of Idaho
County of _____

On the date indicated above, _____, personally appeared before me and having been duly sworn did herein execute and initial the above record for the purposes stated.

_____
Notary Signature

BUYER:

CITY OF CALDWELL

_____
Mayor Eric Phillips

ATTEST: _____
Caldwell City Clerk/Deputy Clerk

State of Idaho
County of _____

On the date indicated above, _____, personally appeared before me and having been duly sworn did herein execute and initial the above record for the purposes stated.

_____
Notary Signature

EXHIBIT A

BILL 13

ORDINANCE NO. 3747

AN ORDINANCE ENACTED BY THE CALDWELL CITY COUNCIL, REPEALING AND REPLACING CHAPTER 09, ARTICLE 7 OF CALDWELL CITY CODE, PERTAINING TO PARKING REGULATIONS; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH.

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

Section 1. That Chapter 9, Article 7, of the Caldwell City Code is hereby REPEALED AND REPLACED with the following:

09-07-01: APPLICABILITY OF REGULATIONS:

(1) Application. The provisions of this Article prohibiting the standing or parking of any vehicle, or the method of parking, to include motorcycles, shall apply at all times or at those times herein specified or as indicated on official signs except when it is necessary to stop a vehicle to avoid conflict with other traffic or in compliance with the directions of a police officer or official traffic control device.

(2) Regulations Not Exclusive. The provisions of this Article imposing a time limit on parking shall not relieve any person from the duty to observe other and more restrictive provisions prohibiting or limiting the stopping, standing or parking of vehicles in specified places or at specified times.

09-07-02: DEFINITIONS:

Except for the following words or terms used in this Article, which shall have the meaning herein ascribed to them, all words and phrases used in this Article, shall be as defined in Idaho Code Title 49, chapter 1:

ABANDONED VEHICLE: Under IC §49-102, an abandoned vehicle is defined means any vehicle observed by an authorized officer or reported by a member of the public to have been left within the limits of any highway or on the property of another without the consent of the property owner for a period of twenty-four (24) hours or longer, except that a vehicle shall not be considered abandoned if its owner-operator is unable to remove it from the place where it is located and has notified a law enforcement agency and requested assistance.

ACCESS AISLE: An accessible pedestrian space around parking spaces, lots or areas that provide clearance appropriate for use of such spaces, lots or areas.

ACCESSIBLE ROUTE: A continuous unobstructed path that may include parking access aisles, curb ramps, crosswalks at vehicular ways, walks, ramps, and lifts.

ALLEY: Alley means a public way of limited use intended only to provide access to the rear or side of lots or buildings in urban districts.

CAMPER: A separate vehicle designed for human habitation, and which can be attached or detached from a motor vehicle.

DOUBLE PARKED: Stopped or parked on the roadway side of a vehicle which is stopped or parked in an officially designated parking space; or adjacent to the curb line of a street. The term "double parking" also describes parking over the lines of any designated parking space, whether such space is separating two designated parking spaces or not.

LOADING ZONE: A space or section of a street, which has been set aside for the exclusive purpose of loading and unloading of persons, supplies and/or merchandise. Such zone shall be marked by appropriate signage, curb markings, or diagonal street striping.

MOTOR HOME: A self-contained vehicle, designed for human habitation, with its own motor power, and with a passageway from the body of the home to the driver's and front passenger's seat.

MOTORCYCLE: Every motor vehicle having a saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground but excluding a tractor.

PARKING OFFICER: Any police officer, city employee, or contracted third-party operator assigned the responsibility of enforcing parking regulations.

PARKING SPACES (ACCESSIBLE): Accessible parking spaces shall include the width required for the parking stall and the required parking access aisles. Parked vehicles shall not reduce the clear width of an access aisle or accessible route.

RESTRICTED PARKING ZONE/DISTRICT: The area of the City so designated for the purpose of providing special regulations for the control of parking and traffic.

TRAILER: A vehicle without motor power designed for carrying persons or property on its own structure and to be drawn by a vehicle with motor power. The term trailer shall include trailer coach, boat trailer, semitrailer, travel trailer or utility trailer.

VEHICLE: Every vehicle which is self-propelled but not operated upon rails, except vehicles moved solely by human power.

JUNK VEHICLE: Any vehicle which:

(A) Does not meet the vehicle equipment standards of chapter 9, title 49, of the Idaho Code as a result of damage or neglect; or

(B) Is not operable and is not in the current process of being restored or repaired by its owner(s); or

(C) Is not currently registered according to chapter 4, title 49, of the Idaho Code.

Junk vehicles shall be kept in a building or behind a solid sight-obscuring fence, out of public view.

Note: This is a distinct and separate classification from abandoned vehicle. Junk vehicles are unregistered, fail to conform to vehicle equipment standards and are not in the process of repair and restoration.

09-07-03: STANDING OR PARKING ON ROADWAYS OR STREETS:

All vehicles shall be parked on the right-hand side of the street facing in the direction in which traffic is permitted to move; except that on one-way streets in the city vehicles may park on either side of the one-way street in the direction in which traffic is permitted to move, unless otherwise noted herein.

(1) Standing or Parking on One-Way Streets. The Caldwell Traffic Commission is authorized to erect signs upon the left-hand side of any one-way street to prohibit the standing or parking of vehicles, and when such signs are in place, it shall be unlawful for any person to stand or park a vehicle upon such left-hand side of the street.

(2) Parking Prohibited on Narrow Streets: The Caldwell Traffic Commission is hereby authorized to erect signs indicating no parking upon any narrow street. When official signs prohibiting parking are erected upon narrow streets as authorized herein, it shall be unlawful for any person to park a vehicle upon any such street in violation of such signs.

09-07-04: MANNER OF PARKING:

Any vehicle parked within a parking space or loading zone shall be parked entirely within the markings designating one parking space; and shall be parked parallel or diagonal to the curb in accordance with the marking of the parking space; unless otherwise noted herein.

Provided, however, that up to two (2) three-wheeled motorcycles or four (4) two-wheeled motorcycles may be parked in a single parking space. If time restrictions and/or parking fees apply to such space, each motorcycle shall be treated as a separate vehicle for purposes of parking enforcement.

09-07-05: PARKING ADJACENT TO CURBS:

Except as otherwise provided in this section every vehicle stopped or parked upon a roadway where there are adjacent curbs shall be so stopped or parked with the right-hand wheels of such vehicle parallel to and within eighteen inches (18") of the right-hand curb.

09-07-06: PARKING IN AND BLOCKING ALLEYS PROHIBITED:

(1) It shall be unlawful for any person to park or direct another person to park any vehicle in any alley, except temporarily for a period of time not to exceed thirty (30) minutes, for the purpose of and while actually taking on or letting off passengers, or loading or unloading or delivering goods, merchandise or other personal property.

(2) It shall be unlawful for any person to park, or direct another to park or drive any vehicle in an alley at any time in such a manner as to block the alley for traffic.

09-07-07: STANDING OR PARKING NEAR HAZARDOUS OR CONGESTED PLACES:

(1) The Caldwell Traffic Commission is hereby authorized to determine and designate by proper signs those places not exceeding one hundred feet (100') in length in which the stopping, standing or parking of vehicles would create a hazardous condition or would cause unusual delay in traffic flow.

(2) When official signs are erected at hazardous or congested places as authorized herein, it shall be unlawful for any person to stop, stand or park a vehicle in any such designated place.

09-07-08: ANGLED PARKING SPACES:

(1) Upon those streets which have been signed or marked for angle parking, no person shall park or stand a vehicle other than at the angle to the curb or edge of the roadway as indicated by such signs or markings. The wheel nearest the curb or edge of the roadway shall be no more than 12 inches away from said curb or edge.

(2) No person shall stop, stand or park a vehicle in any space which has been signed or marked for angled parking so that the vehicle, or any portion thereof, extends into the traveled portion of the roadway so that the vehicle either obstructs, endangers or is likely to obstruct or endanger pedestrians or traffic.

(3) No person shall back a vehicle, other than a motorcycle, into an angled parking space, unless signage specifically allows back-in parking.

09-07-09: DESIGNATION OF PROHIBITED, RESTRICTED, TIME LIMITED OR LOADING/DELIVERY ZONES:

(1) Designation of Prohibited Parking:

A. Wherever on any public property or street, the curb is painted, the parking surface has stripes, or an appropriate sign has been erected, by or under the direction of the city, the marking or sign shall indicate that it is a no parking zone, and it shall be unlawful for any person to park a vehicle adjacent to the curb(s) or on the pavement marking.

B. It is unlawful for any person to park a vehicle, or, having parked the same, to suffer it to remain parked in violation of the regulations of any duly installed parking sign or markings.

(2) Designation of Time-Limited Parking:

A. Overtime Parking: No vehicle shall be parked for a longer period of time than that designated by appropriate signs. Each subsequent period of time for which the vehicle remains beyond the allowed time period as specified by signage shall constitute a separate violation.

Once a vehicle has remained in a zone for the maximum time allotted, the vehicle must be moved from one time-limited zone into a different time-limited zone. (For example, if a vehicle is parked in the 3-hour zone and the 3-hour time limit is reached, such vehicle must move into the 4-hour zone or free parking zone to be in compliance with this ordinance and not be subject to ticketing. See 09-07-12 for Downtown Parking Restrictions.

(3) Restricted Parking Zones / Districts. The City Council may by resolution establish locations for the allotment of restricted "residential only", "commercial business only", or other restricted parking zones/districts, maximum parking time limits, applicable hours, and seasonal enforcement dates. When official signs are erected as authorized herein, it shall be unlawful for any person to park a vehicle upon any such street in violation of such signs.

A. Parking in Residential Permit Parking Zones: Any vehicle upon which a current residential parking permit is properly displayed may be parked in the zone to which the permit applies without regard to posted time limitations, except that the vehicle may only be parked pursuant to the permit within two (2) blocks of the residence on the registration of the vehicle. The permit shall be affixed to the bottom comer of the front window and shall be clearly visible at all times. Failure to properly display the permit is a violation of this section.

B. Parking in Commercial Business Parking Zones: Any vehicle parked in a commercial business parking zone, and who is not conducting business at such businesses adjacent to the zone, shall be in violation of this code.

09-07-10: MUNICIPAL PARKING LOTS:

All parking lots financed and operated by the city within the city limits shall be under the control of the City Council.

(1) Parking Permits: The city may issue the parking permits described in subsection (2) of this Section.

(2) Parking Leases: The city may issue monthly or annual parking leases. The lease grants parking privileges for a particular parking space in a specific municipal parking lot. The charges for such parking lease shall be as set by resolution of the City Council. Only vehicles displaying a parking permit for that particular parking space may park in a leased space. Violators may be cited.

(3) Vehicles parked in violation of this Article may be ticketed and/or towed at the vehicle registered owner's expense.

09-07-11: RESTRICTED PARKING OF TRUCKS:

(1) No "truck" (as defined by Idaho Code), semi-truck, semi-trailer, truck tractor, truck trailer or combinations of them, shall be parked on any street, alley, or other public right of way within any residential area, within the limits of the city, other than for the purpose of making normal deliveries or moving household goods ., except as permitted within subsection (2) and (3) below:

(2) “Trucks” (defined by Idaho Code), semi-trucks, semi-trailers, truck tractors, truck trailers or combinations of them, may be parked on any street, alley, or other public right of way, or upon any through street within the limits of the city, for a period of not more than thirty (30) minutes for the purpose of actively loading or unloading of materials; provided such truck does not create a traffic or other hazard. In no case shall a truck be parked blocking access to and through any street or alley.

(3) Semi-trucks, semi-trucks with trailers, truck tractors with trailers, or other types of large moving trucks, may be parked on any street, alley, or other public right of way, or upon any through street within the limits of the city, for a period of not more than seventy-two (72) hours for the purpose of actively moving a residential dwelling from one location to another, or a commercial business from one location to another; provided such truck does not create a traffic or other hazard. In no case shall a truck be parked blocking access to and through any street or alley.

(4) The provisions of this Article imposing time limits on truck parking shall not relieve any person from the duty to observe other and more restrictive provisions prohibiting or limiting the stopping, standing or parking of vehicles in specified places or at specified times.

09-07-12: DOWNTOWN PARKING RESTRICTIONS:

(1) Downtown Parking District Boundaries Defined: For purposes of this Article, the “downtown parking district” boundaries are defined as the area shown as “Downtown” within the city’s comprehensive plan future land use.

(2) “Block” means the area on both sides of a street between nearest cross streets or intersections.

(3) The Downtown Parking District shall include all public streets and all off street public parking facilities within the boundaries of the Downtown Parking District.

(4) “Zones” means a means a specific number of connected parking space(s), either on a public street, or in a public owned parking lot, signed the same, to control duration of parking allowed and/or types of person(s) allowed to park in those identified spaces.

(5) Authorization. The City Council may by resolution establish locations within the downtown district for the allotment of maximum parking time limits, applicable hours, and seasonal enforcement dates.

(6) Intent of Regulated Parking. The intent of the Downtown Parking District is intended to manage parking capacity in downtown Caldwell through the use of time-limited parking restrictions and parking permits for people parking for residential and business uses. Time-restricted and permitted parking enables the city to manage parking demand for residential users, employees of businesses in the Downtown District, and consumers, customers, and guests to the downtown area in order to:

A. Support downtown businesses by making parking available and by encouraging economic development;

B. Maintain adequate turnover of city-controlled parking spaces;

C. Encourage an adequate amount of parking availability for a variety of parking users, efficient use of city-controlled perimeter parking locations, and encourage use of transportation alternatives; and

D. Reduce congestion in travel lanes caused by drivers seeking available parking.

(7) Violation a Civil Infraction. Any registered owner or operator of a vehicle who violates any provision of this Section shall be deemed guilty of a civil infraction, and upon conviction shall be punishable by a civil infraction penalty as established by resolution of the City Council.

(8) Off-Street Public Parking Lots.

A. Parking within public municipal parking lots within the Downtown Parking District is not subject to time restrictions, except for vehicles left without the city's consent for 24 hours or longer. Vehicles left for a period of twenty-four (24) hours or longer are considered abandoned in accordance with Idaho Code Title 49, Chapter 1, and are subject to ticketing and/or towing.

Exception: Vehicles shall not be considered abandoned if its owner-operator is unable to remove it from the place where it is located and has notified a law enforcement agency and requested assistance.

B. Parking is available 24/7 with a valid and lawfully issued parking permit.

C. Except for vehicles authorized by a lawfully issued parking permit, it is unlawful for any person to park or direct another person to park a vehicle in any public parking lot in the downtown parking district in violation of this Article and the applicable signage.

D. The city may request removal of vehicles within parking lots at any time for the purpose of a public event and/or snow removal. Advanced notice will be given for events.

(9) On-Street Parking Time-Limitations; Downtown Parking District.

On-street parking restrictions and time limitations within the downtown parking district are regulated and adopted by resolution of the City Council.

(10) Overnight Parking. It shall be unlawful for any person without a lawfully issued parking permit to park a vehicle or trailer within the streets of downtown for any period of time between the hours of three o'clock (3:00) A.M. and five o'clock (5:00) A.M., except a vehicle or trailer may be parked for a period of time not to exceed thirty (30) minutes, for the purposes of actively loading and/or unloading. This prohibition is for the purpose of street sweeping, maintenance, and snow removal.

(11) Parking Fees and Fine Schedule: The fees and fines associated with parking in the downtown district shall be in accordance with the rate schedule adopted by resolution of the City Council.

(12) Accessible Parking or Parking with Special Placards. Accessible parking spaces designated for use in accordance with the Americans with Disabilities Act shall only be occupied by vehicles displaying a special license plate for a person with a disability, or a special placard as prescribed in Section 49-410, Idaho Code. Vehicles parked legally in an accessible parking space designated for use in accordance with the Americans with Disabilities Act are exempt from time limitations.

Any motor vehicle displaying special license plates for a person with a disability, without regard to the state of residence or displaying the special placard provided in Idaho Code 49-410, subsections (4) and (8), shall be allowed to park for unlimited periods of time in parking zones or areas that are otherwise restricted as to the length of time parking is permitted, to park in spaces and zones designated for persons with a disability, and to park in any public parking space with metered parking without being required to pay any parking meter fee.

09-07-13: IMPROPERLY PARKED VEHICLES GENERALLY; NO SIGNS REQUIRED:

(1) A ticket may be issued to the registered owner of any vehicle parked in violation of this Article, or any vehicle parked so as to obstruct the free movement of traffic or causing a traffic hazard. When the identity of the operator cannot be determined, the owner or person or the corporation in whose name the said vehicle is registered or the named lessees in a rental or lease agreement of said vehicle shall be presumed prima facie responsible for said violation. Provided, further, that any such improperly parked vehicle may also be towed, upon order of the police department or city-authorized parking officer, in addition or as an alternative to issuance of the aforementioned ticket. Whenever any vehicle is towed and placed in storage in accordance with this Article, all expenses incurred by the city for storage and towing shall be paid by the owner before such vehicle is released from such impoundment.

(2) In order to eliminate burdening courts with misdemeanor violations of ordinances and to eliminate insofar as possible public inconvenience, the parking officer may also issue parking tickets for the stopping, standing or parking of any vehicle, whether occupied or not, in violation of this Article and for the following:

A. Overtime parking.

B. Second overtime parking violation within 30 days of the first violation.

C. Third overtime parking violation within 30 days of the first violation.

D. Fourth and subsequent overtime parking violation within 30 days of the first violation.

E. Parking in a no parking zone.

F. Parking within fifteen (15) feet of either side of a fire hydrant, to include parking in front of the hydrant.

G. Blocking driveway with a parked vehicle.

H. Parking in alley.

I. Parking within twenty-five (25) feet of corner.

J. Double parking.

K. Parking with the vehicle headed in wrong direction.

L. Parking on or within twenty (20) feet of either side of a crosswalk.

M. Parking on or across sidewalks, or in such a manner as to obstruct the route of passage between such sidewalks.

N. Parking with wheels over eighteen (18) inches from curb.

O. Parking within 20 feet of or closer to a stop sign, flashing beacon, or traffic control signal (measured in all directions).

P. Parking in fire lane or along any yellow or red painted curb.

Q. Parking commercial trucks/commercial vehicles in violation of this Article.

R. Parking in city parks after sunset.

S. Parking or driving on grass.

T. Unauthorized parked in handicap stall or adjacent access aisle.

U. Parking on a bike lane or bike path.

V. Camper, motor home, recreational vehicle, or trailer parked on the street, unless for the purpose of being actively loaded and/or unloaded, in which case, such vehicle may not be parked for more than forty-eight (48) hours and must be removed from the street or any nearby streets for a minimum of five (5) calendar days.

W. Stopping, standing, or parking where official signs prohibit or restrict parking.

X. Failure to display proper parking permit, to include residential permit parking, leased parking, and temporary use permit parking.

Y. Parking on commercial vehicle lots.

Z. Temporary parking permit violation.

AA. Unauthorized parking on streets and public property.

BB. Parking in violation of 10-02-05 of the Caldwell City Code.

CC. Parking in front of a mailbox in a manner that would prevent the distribution of mail by the United States Postal Service.

DD. Motor vehicles or any trailers stopped, parked, placed, or stored on public streets or alleys, or within public view on private property, that:

(1) Does not carry current valid state registration.

(2) Does not have current and proper vehicle license plate displayed.

(3) Cannot be safely operated under its own power.

(4) Does not have any one of the following: foot brakes, hand brakes, headlights, taillights, horn, muffler, rearview mirror, windshield wipers or adequate fenders.

(5) Has one or more flat tires.

(3) If a vehicle upon which a ticket has been attached remains in the same location the day after the ticket has been attached; additional parking tickets may be attached to the vehicle for each day of violation.

Exception: For overtime parking, a separate ticket may be issued for each separate block of time that has exceeded the parking time limitations. For instance, if a vehicle is parked in a three-hour zone for more than three hours, they are subject to an overtime ticket. If the vehicle remains parked in the three hour zone for another three hours (total now of more than six hours), it is subject to another overtime parking ticket.

(4) If a vehicle upon which a violation has been observed leaves the location prior to the compliance officer being able to leave the parking ticket upon the vehicle, such ticket shall be mailed to the registered owner or the named lessees in a rental or lease agreement of said vehicle.

(5) Fines for parking violations: Fines for parking violations listed in this Article shall be established by resolution of the City Council upon recommendation of the Chief of Police or the Community Development Director.

(6) Enhanced fines for second, third, fourth and subsequent parking violations occurring within thirty (30) days of the first parking violation may be established by resolution of the City Council upon recommendation of the Chief of Police or the Community Development Director.

09-07-14: NOTICE OF PARKING VIOLATIONS AND PROCEDURES; FAILURE TO PAY PARKING VIOLATION:

(1) Notice of Parking Violations and Procedures:

A. Upon observing any vehicle stopped, standing or parked in violation of the provisions of this Article, the Caldwell Police Officers, Community Service Officers, Parking Compliance Officers, or other assigned regulatory agency are authorized to serve a notice of parking violation ("parking citation") by any one or more of the following means:

1. By securing a parking citation to the vehicle;

2. By personally serving the operator or owner of the vehicle with a parking citation;

3. By personally serving a passenger of the vehicle with a parking citation in the presence of the owner or operator of the vehicle; or

4. By mailing, via United States Postal Service first class mail, a parking citation to the vehicle's owner at the address maintained in motor vehicle registration records or other contracted database service providers.

B. Every parking citation shall include the following, if applicable to the observed violation:

1. The date and time at which the violation was observed;

2. The location where the violation occurred, including if relevant, the parking meter number;

3. The license plate number or vehicle identification number (VIN) and make of the vehicle observed to be in violation;

4. The Code section violated and a brief description of the violation;

5. The fine amount;

6. Instructions explaining how the registered owner or operator of the vehicle in violation may pay the fine associated with the violation; and

7. A statement describing the process by which the operator or registered owner of the vehicle in violation may contest the violation indicated on the parking citation.

C. A separate parking citation may be served for each violation, including cumulative violations for each time period exceeded.

D. One copy or an automated record of each parking citation shall be filed with the Community Development Department, Police Department, or other assigned regulatory agency.

(2) Payment of Fines:

A. Each person served with a parking citation shall, within ten (10) business days from the date on the parking citation, or if notice is served by mail, within ten (10) business days from the date of posting to the address of the vehicle's registered owner:

1. Pay the corresponding parking fine;

2. Pay the corresponding parking fine amount, plus any applicable fees, in person or by using an on-line payment system authorized by the City; or

3. Submit to the Community Development Department – Parking Division or Caldwell Police Department (depending on what agency wrote the ticket) a request for reconsideration of the violation indicated on the parking citation. A request for reconsideration is an informal process where a person who received a parking citation may submit a written challenge to the validity of a parking citation and ask for reconsideration

of the citation by the applicable enforcement department. The applicable enforcement department shall issue a decision within ten (10) business days of the receipt of the request for reconsideration and the decision shall become effective immediately.

4. Failure of an operator or owner to either pay the parking fine or to request reconsideration of the parking citation within ten (10) business days from the date on the parking citation, or if notice is served by mail, within ten (10) business days from the date of posting notice to the address of the vehicle's registered owner, shall result in an additional administrative fee in an amount as established by the City Council by resolution. The administrative fee may be assessed every six (6) months to defray the on-going administrative and personnel costs and mailing expenses arising from the overdue fines.

(3) Delinquent Parking citations:

A. The city may utilize all available collection methods to recoup fines and fees owed on all delinquent parking citations. Nothing herein alters the assessment of fees associated with failure to pay the parking citation within the time frames dictated within this Section.

Said failure to pay may also result in:

1. Authorizing a collection agency to use all possible legal means to satisfy this outstanding parking ticket(s). If an outstanding parking ticket(s) is referred to collection, the vehicle owner will be subject to additional collection fees established by the collection agency; or

2. The issuance of a summons. The fine and court costs for summons will be as set by the applicable Idaho infraction rules, as amended. Failure to appear on the summons could result in the suspension of a person's driver's license as provided by Idaho Code.

B. A parking citation shall be deemed delinquent if:

1. The registered owner or operator fails to either pay or contest a parking citation in court within ten (10) days from the date of its original date of issuance;

2. The registered owner fails to either pay or contest a parking citation within ten (10) days from the date of posting notice of the citation by U.S. first class mail to the address of the vehicle's registered owner; or

3. The registered owner or operator fails to accept service of the summons within thirty (30) days of his written notice to contest the parking citation in court. (Ord. 3546, 11-21-2023; amd. Ord. 3695, 6-2-2025)

Section 2. This ordinance shall be in full force and effect from and after its passage, approval, and publication, according to law.

Section 3. 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 4. All ordinances, resolutions, orders and parts thereof in conflict herewith are repealed.

PASSED BY THE COUNCIL of the City of Caldwell this 16th day of March 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho this 16th day of March 2026.

_____

Eric Phillips, Mayor

ATTEST:

_____

Kristina Buchan, City Clerk

ORDINANCES OF THE CITY OF CALDWELL
NOTICE OF ADOPTION AND SUMMARY OF
ORDINANCE NO. 3747
REGARDING THE REPEAL AND REPLACEMENT OF PARKING REGULATIONS

AN ORDINANCE ENACTED BY THE CALDWELL CITY COUNCIL, REPEALING AND REPLACING CHAPTER 09, ARTICLE 7 OF CALDWELL CITY CODE, PERTAINING TO PARKING REGULATIONS; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS AND PARTS THEREOF, IN CONFLICT HEREWITH.

Section 1. REPEAL AND REPLACE Chapter 9, Article 7, of Caldwell City Code, pertaining to parking regulations.

Section 2 through 4. Provides that this ordinance shall be in full force and effect from and after its passage, approval, and publication, according to law; provides for severability, repeals conflicting ordinances, resolutions and orders.

Ordinance No. 3747 was passed by the Council and approved by the Mayor on the 16th day of March 2026. The full text of the Ordinance is available at Caldwell City Hall, 205 S 6th Avenue, Caldwell, Idaho 83605. The Mayor and City Council approved this summary on the 16th day of March 2026, for publication on the 24th of March 2026.

STATEMENT OF LEGAL ADVISOR
I have reviewed the foregoing summary and
Believe that it provides a true and complete
Summary of Ordinance No. 3747 and provides
adequate notice to the public as to the contents
of such ordinance.

DATED this 16th day of March 2026.

Oscar Klaas, Attorney for the City of Caldwell

Regular **Item:** 5.

Memorandum

To:

City Council

Meeting Date:

March 16, 2026

Item Name:

ACTION ITEM: Consider a Resolution authorizing the designation of time-limited parking and other restricted parking zones within the downtown zoning districts; affirming compliance with Chapter 9, Article 7 of the Caldwell City Code, pertaining to parking regulations, and providing for an effective date.

Summary Statement:

This item is just to remove the language from the ordinance on time limited and other restricted parking so that changes made in the future can be done by resolution instead of revising the entire ordinance.

Recommended Action:

The only fiscal impact would be some additional signage which is paid for out of the Street Department budget. Recommend approval of resolution ratifying the already approved parking time restricted zones and adding new zones as presented.

Budget: Budgeted

Cost Impact:
Funding Source:
Timeline:

Attachments:

1. Downtown Parking Regulations Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALDWELL, IDAHO, AUTHORIZING THE DESIGNATION OF TIME LIMITED PARKING ZONES WITHIN THE DOWNTOWN ZONING DISTRICTS; AFFIRMING COMPLIANCE WITH CHAPTER 9, ARTICLE 7 OF THE CALDWELL CITY CODE, PERTAINING TO PARKING REGULATIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 3710, passed by the city council and approved by the Mayor of the City of Caldwell on October 6, 2025, established the three and four-hour time restricted parking zones, applicable hours, and seasonal enforcement dates within downtown;

WHEREAS, The City of Caldwell desires to establish the designation of restricted, time limited and/or prohibited parking zones by resolution of the city council instead of through the code of ordinances;

WHEREAS, this resolution reiterates and reestablishes the restrictions approved by the city council and mayor in October of 2025 under Ordinance No. 3710;

WHEREAS, this resolution also adds additional time restricted parking zones within downtown;

WHEREAS, Chapter 9, Article 7, Caldwell City Code, authorizes the City Council, by resolution, to establish locations for the allotment of restricted parking zones/districts, maximum parking time limits, applicable hours, and seasonal enforcement dates.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CALDWELL, IDAHO, AS FOLLOWS:

SECTION 1: Pursuant to Chapter 9, Article 7, Caldwell City Code, pertaining to Parking Regulations, the City Council approves the time-limited parking zones within downtown as follows:

A. A three (3) hour time-limited parking zone designation is in effect within the Downtown Parking District along the streets listed in this subsection and as depicted in burgundy red in Exhibit A: Downtown Time Limited Parking Zones. Such zones will be regulated during the hours of nine o'clock (9:00) am to five o'clock (5:00) pm, Monday – Friday. Parking in the downtown district will be unregulated during the holidays listed in Subsection C.

   Three-hour time limited parking zones include:

   1. Along both sides of Arthur Street between S 5th Avenue and S Kimball Avenue;
   2. Along both sides of Main Street between S 5th Avenue and S Kimball Avenue;
   3. Along both sides of S. 6th Avenue between Blaine Street and Union Pacific Railroad;
   4. Along both sides of S.7th Avenue between E Arthur Street and Main Street;
   5. Along both sides of S Kimball Avenue between Blaine Street and Union Pacific Railroad; and
   6. Along both sides of Blaine Street S. 5th Avenue and S. Kimball Ave.

B. A four (4) hour time-limited parking zone designation is in effect within the Downtown Parking District along the streets listed below and as depicted in blue on Exhibit A: Downtown Time Limited Parking Zones. Such zones will be regulated during the hours of nine o'clock (9:00) am to five o'clock (5:00) pm, Monday – Friday. Parking in the downtown district will be unregulated during the holidays listed in Subsection C.

Four-hour time limited parking zones include:

1. Along both sides of S. 4th Avenue between Blaine Street and Arthur;
2. Along the west side of S 4th Avenue between Arthur and Main Street;
3. Along both sides of S. 5th Avenue between Blaine Street and Union Pacific Railroad;
4. Along the south side of Arthur Street between S. 4th Avenue and S. 5th Avenue;
5. Along the north side of Main Street between S. 4th Avenue and S. 5th Avenue;
6. Along both sides of S. 9th Avenue between Blaine Street and Union Pacific Railroad;
7. Along both sides of Arthur Street between S. Kimball Avenue and S. 10th Avenue;
8. Along both sides of Main Street between S. Kimball Avenue and S. 10th Avenue;
9. Along both sides Blaine Street between S. 4th and S. 5th Avenue; and
10. Along both sides of Blaine Street between S. Kimball and S. 10th Avenue.
11. Along both sides of S 5th Avenue between Blaine Street and Cleveland Blvd.
12. Along both sides of S 6th Avenue between Blaine Street and Cleveland Blvd.
13. Along the east side of S 7th Avenue between Blaine Street and the alley north of Cleveland Blvd.
14. Along both sides of S Kimball Avenue between Blaine Street and Dearborn Street
15. Along both sides of S 9th Avenue between Blaine Street and Cleveland Blvd.
16. Along both sides of Cleveland Blvd between S 5th Avenue and S 9th Avenue

C. Safety personnel parking zones are in effect within the Downtown Parking District along the streets listed below and as depicted in yellow on Exhibit A: Downtown Regulated Parking. Such zones shall be reserved for fire and police personnel.

Safety personnel parking zones include:

1. Both sides of S 7th Avenue between Cleveland Blvd and the alley to the south.
2. On the south side of Main Street, between S 4th Avenue and S 5th Avenue.
3. On the east side of S 4th Avenue between Main Street and Arthur Street.
4. Along the north side of Arthur Street between S 4th Avenue and S 5th Avenue.

D. Holiday Parking. Parking in the downtown district shall be unregulated on the following holidays days: New Year's Day (January 1), Martin Luther King, Jr. Day (third Monday of January), Washington's Birthday/Presidents' Day (third Monday of February), Memorial Day (last Monday in May), Juneteenth (June 19), Independence Day (July 4), Labor Day (first Monday in September), Veterans Day (November 11), Thanksgiving Day (fourth Thursday in November), Day After Thanksgiving, and Christmas Day (December 25).

SECTION 2: EFFECTIVE DATE. This resolution shall be in full force and effect immediately upon its adoption.

PASSED BY THE COUNCIL of the City of Caldwell this 2nd day of March 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho this 2nd day of March 2026.

_____

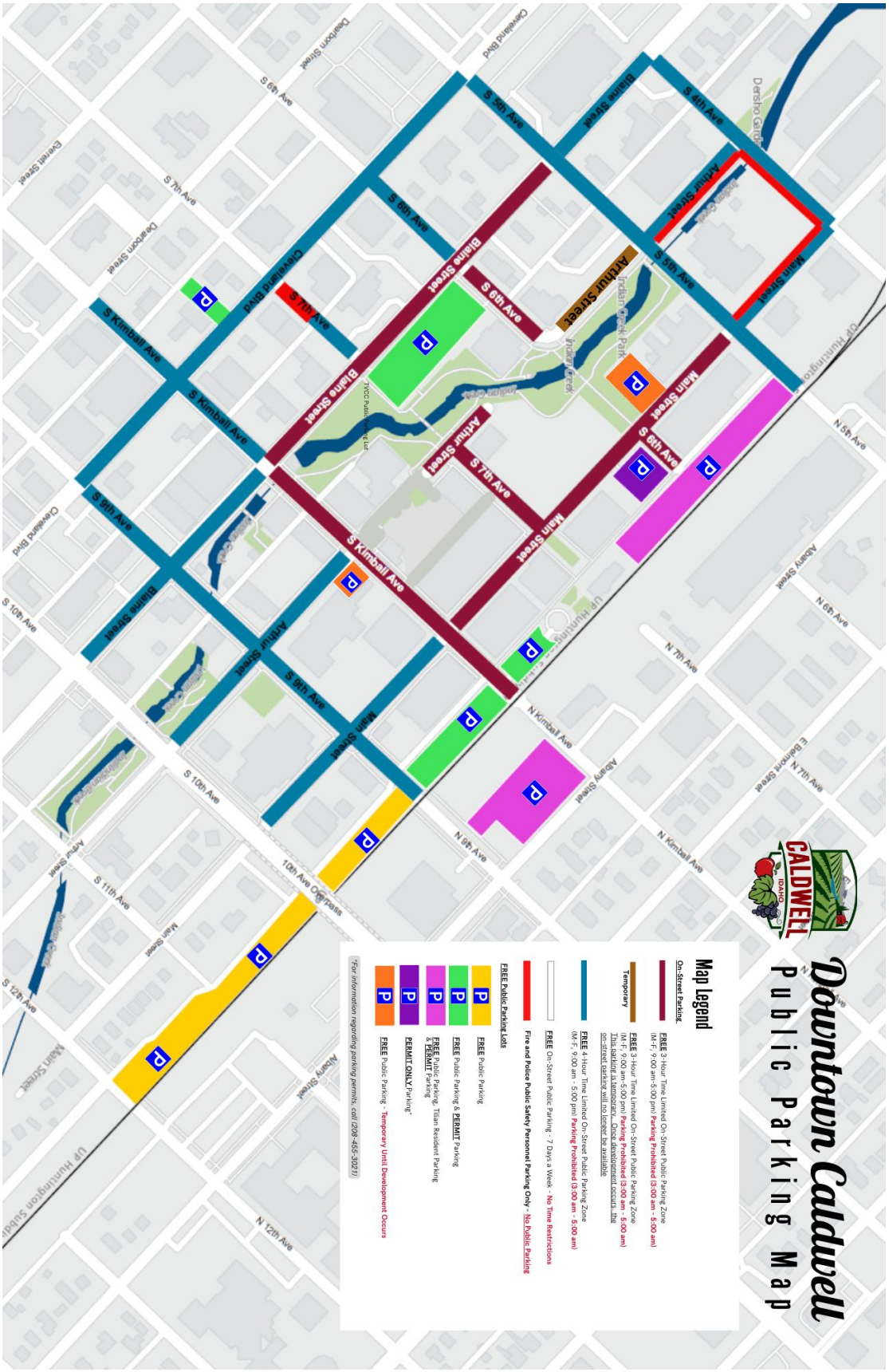
Eric Phillips, Mayor

ATTEST:

_____

Kristina Buchan, City Clerk

EXHIBIT A
Downtown Regulated Parking Map



Memorandum

To:

City Council

Meeting Date:

March 16, 2026

Item Name:

Annexation of Shadow Glen Subdivision, Phase 6 into the Caldwell Municipal Irrigation District

Summary Statement:

Requested Action:
Waive Three Reading Rule.
Approve irrigation annexation ordinance.
Approve Summary for publication

Attached are requests by the owners of the above mentioned development to annex into the Caldwell Municipal Irrigation District. Also attached is a proposed ordinance to accomplish the same. This annexation comprises 37 buildable lots and 3 common lots. Total irrigable acreage 4.96

Recommended Action:

It is the recommendation of the Engineering Department that Council approves the annexation as submitted.

Budget:

Cost Impact:
Funding Source:
Timeline:

Attachments:

1. Annexation M&R SG6
2. Annexation Fees Invoices

MEMORANDUM

TO: Caldwell City Council
Meeting Date __March 16, 2025

AGENDA ITEM INFORMATION				
SUBJECT: Annexation of Shadow Glen Subdivision, Phase 6 into the Caldwell Municipal Irrigation District		***Department Submittals***	***X to mark***	***Initials***
		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	NMPB
		Mapping		
COST IMPACT:	$0.00	Parks and Recreation		
FUNDING SOURCE:		Airport		
		Information Systems		
TIMELINE:		Golf Course		
		OTHER:		

Finance Review ☐ ***Budgeted*** ☐ ***Not Budgeted*** ☐

SUMMARY STATEMENT:

Requested Action: Waive Three Reading Rule.
Approve irrigation annexation ordinance.
Approve Summary for publication

Attached are requests by the owners of the above mentioned development to annex into the Caldwell Municipal Irrigation District. Also attached is a proposed ordinance to accomplish the same. This annexation comprises 37 buildable lots and 3 common lots. Total irrigable acreage 4.96

RECOMMENDED ACTION:

It is the recommendation of the Engineering Department that Council approves the annexation as submitted.

BILL NO. _____
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CALDWELL, IDAHO, ANNEXING A PORTION OF PROPERTY WITHIN THE CORPORATE CITY LIMITS INTO THE CALDWELL MUNICIPAL IRRIGATION DISTRICT OF THE CITY OF CALDWELL, CANYON COUNTY, IDAHO, AND CHANGING THE BOUNDARIES THEREOF; DIRECTING THE CITY ENGINEER TO ALTER THE BOUNDARY MAP ACCORDINGLY; DECLARING THE INTENT OF THE CITY TO POOL WATER RIGHTS AND APPLY A UNIFORM METHOD OF ALLOCATING ASSESSMENTS AND CHARGES; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF CALDWELL, IDAHO:

Section 1: That the City of Caldwell, an Idaho municipal corporation is authorized by Idaho Code Chapter 18, Title 50 to establish a city irrigation district in the whole or any part of the City and by ordinance establish the exterior boundaries of said district which boundaries may, from time to time, be contracted, extended or enlarged by ordinance.

Section 2: That the following described real property, and all thereof, be, and the same is, hereby annexed and made a part of the Caldwell Municipal Irrigation District of the City of Caldwell, Idaho. That the following real properties are hereby annexed as legally described on the final plat listed below, along with their respective instrument numbers, all recorded in Canyon County, Idaho.

Shadow Glen Subdivision Phase 6 (Inst. No. 2024041972)

Section 3: That the City Engineer of said city is hereby directed to record this Ordinance, to forward a copy of said Ordinance to Pioneer Irrigation District, and to adjust the boundaries and map of the Caldwell Municipal Irrigation District in accordance with this Ordinance.

Section 4: That said City declares its intent to pool water rights incident to the above described property for delivery purposes, that said City has adopted a uniform method of allocating assessments and charges against all lands for which water rights are thus pooled, and that said City directs the City Engineer to furnish Pioneer Irrigation District with a certified list or map showing all lands for which water rights have been pooled, all in accordance with Idaho Code 50-1805A.

Section 5: That the owners of record of parcels within the aforementioned subdivisions remain responsible for fees and assessments owing Pioneer Irrigation District for the 2026 irrigation season, including prior years.

Section 6: That this Ordinance shall be effective upon its passage, approval and publication according to law, or March 16, 2026, whichever is later.

PASSED BY THE COUNCIL of the City of Caldwell, Idaho, this 16th day of March, 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho, this 16th day of March, 2026.

Approved By:	**Attest:**
Eric Phillips, Mayor	Kristina Buchan, City Clerk

DATE	INVOICE NO
3/3/2026	0613662

BILL TO

Caldwell Municipal Irrigation Dist
c/o Irrigation Dept
Caldwell, ID 83606

DUE DATE
4/3/2026

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
Shadow Glen #6 Irrigation Annexation:						
Irrrigation Base Assessment x 37 lots	37.00	53.00	1,961.00	0.00	0.00	1,961.00
Irrigation Residential P.A. Under 10,000 x36	36.00	95.00	3,420.00	0.00	0.00	3,420.00
Irrigation Pressure Base Assemnt Common Lot	62,532.18	0.007377	461.32	0.00	0.00	461.32
Irrigation Pressure Base Assemnt	10,036.06	0.011832	118.75	0.00	0.00	118.75
Irrigation Assement Expense Admin Fee Common Lot	1.00	7.78	7.78	0.00	0.00	7.78
Irrigation Assement Expense Admin Fee x 37 lots	37.00	7.78	287.86	0.00	0.00	287.86
Irrg.Bas Assmnt Fee>1 acre_ Common lot 1.44 acres	1.44	87.50	126.00	0.00	0.00	126.00

Continue to the next page . . . .

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at

DUE DATE	INVOICE NO
4/3/2026	0613662

Customer Name: Caldwell Municipal Irrigation Dist
Customer No: 197373
Account No: 0010424 - Caldwell Municipal Irrigation Annexations

Please remit payment by the due date to:

City of Caldwell
Engineering
PO Box 1179
205 S 6th ave
Caldwell, ID 83605-

INVOICE BALANCE: $6,382.71

DATE	INVOICE NO
3/3/2026	0613662

BILL TO
Caldwell Municipal Irrigation Dist c/o Irrigation Dept Caldwell, ID 83606

DUE DATE
4/3/2026

DESCRIPTION	QUANTITY	EFFECTIVE RATE	AMOUNT	DISCOUNT	CREDIT	BALANCE
INVOICE TOTAL:			**6,382.71**	**0.00**	**0.00**	**6,382.71**

CITY OF
Caldwell, Idaho

ERIC PHILLIPS
Mayor

208.455.3011
(f) 208.455.3003

City Hall
205 South 6th Ave.
Caldwell, Idaho 83605

Post Office Box
P.O. Box 1179
Caldwell, Idaho 83606

For a list of the City Council members, visit:
Website
www.cityofcaldwell.org

CITY OF CALDWELL FINANCIAL REPORT

TO: Mayor Phillips, Rachelle Castleberry, and Members of the City Council

FROM: Destiny Platt

DATE: March 11, 2026

This packet contains:

- Payroll and Accounts Payable Reports
- Check Register of approved accounts payable claims

Detailed reports are available for your review at any time.

FINANCE COMMITTEE MOTION:

The Finance Committee has reviewed current accounts payable in the amount of **$4,588,568.83 for the period ending March 10, 2026** and net payroll of **$861,997.78 for pay period ending February 21, 2026.**

I move that accounts payable in the amount of **$4,588,568.83** represented by check numbers **191856** through **192094** and electronic payments and payroll for the amount of **$861,997.78** represented by check numbers **40729** through **40744** and direct deposits be accepted, payments approved, and vouchers filed in the office of the City Clerk.

Payroll report by: Destiny
Payroll ending: 2/21/2026
Paid on: 2/27/2026

Check numbers: 40729-40744
Total net checks: $ 861,997.78
# of Employees: 449

Fund Name	Fund #	Salary	Benefits	Total
General	01	$ 965,583.89	$ 435,682.75	1,401,266.64
Events Center	03	6,776.32	2,883.39	9,659.71
Library	04	35,771.21	19,324.20	55,095.41
Street	05	53,443.43	25,841.84	79,285.27
Airport	06	11,749.60	5,688.59	17,438.19
Parks & Recreation	08	46,965.60	22,816.90	69,782.50
CDBG	10	1,851.00	708.65	2,559.65
ARPA Grant Funds	11	-	-	-
Cemetery	20	8,143.90	3,719.46	11,863.36
Economic Development	28	6,116.00	2,968.81	9,084.81
Golf	60	21,575.24	8,186.15	29,761.39
Water	70	80,501.81	40,562.10	121,063.91
Sewer	72	74,189.76	30,590.95	104,780.71
Electrical	75	15,376.53	7,339.26	22,715.79
Irrigation	76	14,498.71	6,699.86	21,198.57
TOTAL		**$ 1,342,543.00**	**$ 613,012.91**	**$ 1,955,555.91**

Balancing
Fund 02 $ 1,943,907.31
Total $ 1,955,555.91

Grand Total $3,899,463.22
GL Grand Total 3,899,463.22

Off 0.00

Accounts Payable Report

check #'s	$ Amount	Date
electronic check	8,474.84	2/18/2026
electronic check	853.59	2/24/2026
electronic check	97,587.35	2/28/2026
191856-191931	1,495,896.11	2/25/2026
9992022-9992039	188,548.62	2/25/2026
191932-191945	111,374.21	2/26/2026
electronic check	941,579.19	2/26/2026
electronic check	41,047.53	3/2/2026
191946-192094	1,516,417.19	3/4/2026
9992040-9992052	186,790.20	3/4/2026
Total:	4,588,568.83	

Bank Reconciliation

Checks by Date

User: ecarter
Printed: 03/10/2026 - 10:17AM
Cleared and Not Cleared Checks

Check No	Check Date	Name	Comment	Module Clear Date	Amount
0	2/18/2026	Idaho Sales Tax Division	AP		8,474.84
0	2/24/2026	Pepsi-Cola	AP		853.59
191856	2/25/2026	2C Sign Shop	AP		835.00
191857	2/25/2026	Acco Engineered Systems	AP		1,128.74
191858	2/25/2026	Acushnet Company	AP		490.71
191859	2/25/2026	Adobe Inc	AP		22,594.32
191860	2/25/2026	Amazon Capital Services	AP		14,592.89
191861	2/25/2026	AME Electric Inc	AP		64,895.00
191862	2/25/2026	American Welding and Fabrication LLC	AP		3,850.00
191863	2/25/2026	ASC Inc	AP		29,140.00
191864	2/25/2026	Auto Glass Specialists LLC	AP		450.00
191865	2/25/2026	Bluebird Truck Wash LLC	AP		157.00
191866	2/25/2026	Boise Window Tint LLC	AP	2/28/2026	24,999.50
191867	2/25/2026	Bucks Bags	AP		1,070.00
191868	2/25/2026	Caldwell Auto Supply	AP		30.07
191869	2/25/2026	Caldwell True Value	AP		255.17
191870	2/25/2026	Canine Development Group Inc	AP		140.00
191871	2/25/2026	Canyon County Fleet	AP		267.98
191872	2/25/2026	Canyon County Solid Waste	AP		3,567.55
191873	2/25/2026	CDW Government Inc	AP		302.38
191874	2/25/2026	CenturyLink	AP		2,520.67
191875	2/25/2026	Christensen Inc	AP		13,246.36
191876	2/25/2026	Cintas Corporation No 3	AP		1,883.64
191877	2/25/2026	Commercial Tire	AP		89.00
191878	2/25/2026	Core and Main LP	AP		5,398.70
191879	2/25/2026	Cushing Terrell	AP		7,552.71
191880	2/25/2026	DEX Imaging LLC	AP		27.23
191881	2/25/2026	Downtown Caldwell BID Inc	AP		47,415.62
191882	2/25/2026	Envision Construction	AP		72,051.31
191883	2/25/2026	FBI-LEEDA INC	AP		350.00
191884	2/25/2026	Ferguson Waterworks	AP		367.38
191885	2/25/2026	Ross Garven	AP		375.00
191886	2/25/2026	Granite State Fire Helments LLC	AP		450.00
191887	2/25/2026	Gym Outfitters	AP		248.00
191888	2/25/2026	Hayden Homes of Idaho	AP		706,853.51
191889	2/25/2026	HD Fowler Company	AP		3,455.55
191890	2/25/2026	Gerard Hendrick	AP		250.00
191891	2/25/2026	Home Depot Credit Services	AP		243.57
191892	2/25/2026	Horrocks LLC	AP		18,292.05
191893	2/25/2026	Idaho Materials and Construction	AP		305,991.19
191894	2/25/2026	Idaho Traffic Control	AP		1,620.97
191895	2/25/2026	IdaPaw Provisions LLC	AP		390.00
191896	2/25/2026	Integrity Pump Solutions Inc	AP		3,407.00
191897	2/25/2026	Interstate Batteries	AP		388.00
191898	2/25/2026	Joel Teuber	AP		70.00
191899	2/25/2026	Keller Associates	AP		7,995.25
191900	2/25/2026	Mike Kimbrough	AP	2/28/2026	85.00
191901	2/25/2026	Level 3 Communications LLC	AP		1,718.55
191902	2/25/2026	Logan Simpson Design Inc.	AP		10,538.38
191903	2/25/2026	LONG Building Technologies Inc	AP		8,021.00
191904	2/25/2026	MedVet Idaho LLC	AP		2,219.57

191905	2/25/2026	MES Serivce Company LLC MES I Acqu	AP		3,620.15
191906	2/25/2026	MetroQuip Inc	AP		927.52
191907	2/25/2026	Northwest Excavation LLC	AP		1,400.00
191908	2/25/2026	Orion Integration Group	AP		8,018.15
191909	2/25/2026	Precision Engineering LLC	AP		3,060.00
191910	2/25/2026	Pumptech Holdings LLC	AP		1,724.56
191911	2/25/2026	Quadient Finance USA Inc	AP		141.32
191912	2/25/2026	Rambo Sand and Gravel Co	AP		1,587.16
191913	2/25/2026	Reading Truck Equipment LLC	AP		94.94
191914	2/25/2026	Lisa Richard	AP	2/28/2026	382.00
191915	2/25/2026	Shamrock Foods Company	AP		2,021.83
191916	2/25/2026	Standard Plumbing Supply	AP		193.00
191917	2/25/2026	Stan's Golf Cars Inc	AP		375.00
191918	2/25/2026	Stantec Consulting Services Inc	AP		18,311.50
191919	2/25/2026	State of Idaho Federal Surplus Property	AP		23.50
191920	2/25/2026	Stein Distributing Company Inc	AP		1,002.32
191921	2/25/2026	Superior Paint and Glass Inc	AP		255.37
191922	2/25/2026	Superior Signs	AP		437.00
191923	2/25/2026	Thermo Fluids Inc	AP		15.99
191924	2/25/2026	Treasure Valley Drilling LLC	AP		1,050.00
191925	2/25/2026	Treasure Valley Exteriors	AP		4,664.00
191926	2/25/2026	US Geological Survey	AP		7,583.75
191927	2/25/2026	Verizon Wireless	AP		443.03
191928	2/25/2026	Weck Analytical Enviromental Services I	AP		550.00
191929	2/25/2026	West Publishing Corporation	AP		495.50
191930	2/25/2026	West Valley Humane Society	AP		45,000.00
191931	2/25/2026	Western Records Destruction	AP		237.00
9992022	2/25/2026	A Gem Supply Inc	AP		191.82
9992023	2/25/2026	Action Garage Door Inc	AP		811.00
9992024	2/25/2026	Analytical Laboratories Inc	AP		4,715.00
9992025	2/25/2026	C R Higer Plumbing Inc	AP		560.60
9992026	2/25/2026	Coastline Equipment	AP		147,549.00
9992027	2/25/2026	Crane Alarm Service	AP		380.00
9992028	2/25/2026	D and B Supply Company	AP		1,667.26
9992029	2/25/2026	DuBois Chemicals Inc	AP		17,058.60
9992030	2/25/2026	Fairbank Equipment, Inc.	AP		310.59
9992031	2/25/2026	Gem State Paper and Supply Co	AP		210.39
9992032	2/25/2026	Hopper Electric Inc	AP		3,928.92
9992033	2/25/2026	Idaho Press Tribune	AP		527.36
9992034	2/25/2026	L N Curtis and Sons	AP		120.16
9992035	2/25/2026	LN Curtis and Sons	AP		36.00
9992036	2/25/2026	Mountainland Supply	AP		4,236.72
9992037	2/25/2026	Simplot Partners	AP		424.00
9992038	2/25/2026	Specialty Construction Supply	AP		5,711.20
9992039	2/25/2026	Scott Wallace	AP		110.00
0	2/27/2026	Caldwell Flex Plan	AP		10,124.10
0	2/27/2026	Caldwell Health Care Pl Trust	AP		289,029.33
0	2/27/2026	EFTPS IRS withdraw DO NOT CASH	AP		260,429.97
0	2/27/2026	PERSI Fire Voluntary Retiremnt	AP		21,995.94
0	2/27/2026	PERSI Voluntary Retirement	AP		38,939.13
0	2/27/2026	PERSI Voluntary Retirement Con	AP		12,071.78
0	2/27/2026	Public Employee Fire Retirement	AP		22,561.97
0	2/27/2026	Public Employee Fire Retirement	AP		76,885.45
0	2/27/2026	Public Employee Retirement	AP		209,271.18
0	2/27/2026	Washington State Support Registry	AP		270.34
191932	2/27/2026	American Family Life Assurance	AP		654.93
191933	2/27/2026	Business Planning Concepts Inc	AP		240.00
191934	2/27/2026	Caldwell Fraternal Order of Police Lodge	AP		1,843.00
191935	2/27/2026	California State Disbursement Unit	AP		468.91
191936	2/27/2026	City Of Caldwell Treasurer	AP		2.50
191937	2/27/2026	Colonial Life and Accident Insurance Co	AP		3,572.89
191938	2/27/2026	Idaho Child Support Receipting	AP		733.34
191939	2/27/2026	Int l Firefighters LAFF 1821	AP		4,014.25

191940	2/27/2026	Montana CSSD	AP	299.76
191941	2/27/2026	Nationwide Retirement Solutions	AP	12,481.08
191942	2/27/2026	Northwest Firefighters Benefits Trust	AP	81,295.78
191943	2/27/2026	Ohio Child Support Payment Central	AP	235.38
191944	2/27/2026	United Heritage Life Insurance Company	AP	3,283.48
191945	2/27/2026	Willamette Dental Group	AP	2,248.91
0	2/28/2026	AUTO DEBIT ONLY Idaho Power	AP	97,587.35
0	3/2/2026	Idaho State Tax Commission	AP	41,047.53
191946	3/4/2026	Acushnet Company	AP	374.24
191947	3/4/2026	Raymond Adams	AP	30.00
191948	3/4/2026	Elizabeth Aguirre	AP	40.45
191949	3/4/2026	Allied Business Solutions Inc	AP	219.38
191950	3/4/2026	AME Electric Inc	AP	6,020.00
191951	3/4/2026	Jason Anderson	AP	49.75
191952	3/4/2026	Ardurra Group Inc	AP	1,162.50
191953	3/4/2026	Arizona Machinery LLC	AP	39.81
191954	3/4/2026	AT T Mobility - CC	AP	15,480.43
191955	3/4/2026	Automatic Ice Company	AP	488.50
191956	3/4/2026	Lawrence Banta	AP	101.09
191957	3/4/2026	Andrea or Sean Barbour	AP	95.66
191958	3/4/2026	BDP Industries	AP	11,946.38
191959	3/4/2026	Big Bite Inc	AP	114,875.98
191960	3/4/2026	Boise Office Equipment	AP	18.95
191961	3/4/2026	Joseph Bongiorno	AP	102.00
191962	3/4/2026	Bound Tree Medical LLC	AP	840.47
191963	3/4/2026	Eric or Kathryn Bowen	AP	127.99
191964	3/4/2026	Bowen Collins and Associates Inc	AP	30,933.50
191965	3/4/2026	Brighton Homes Idaho Inc	AP	71.25
191966	3/4/2026	Matthew Buzzell	AP	322.00
191967	3/4/2026	Ashley Cain or Jayden Stoddard	AP	15.02
191968	3/4/2026	Caldwell Auto Supply	AP	96.22
191969	3/4/2026	Caldwell True Value	AP	131.72
191970	3/4/2026	Callaway	AP	1,290.43
191971	3/4/2026	Canyon County Solid Waste	AP	5,755.75
191972	3/4/2026	Carls Cycle Sales	AP	303.99
191973	3/4/2026	Caxton Printers Ltd	AP	880.00
191974	3/4/2026	CDW Government Inc	AP	934.35
191975	3/4/2026	CenturyLink	AP	0.81
191976	3/4/2026	CenturyLink	AP	188.18
191977	3/4/2026	David Christensen	AP	2,700.00
191978	3/4/2026	Christensen Inc	AP	228.75
191979	3/4/2026	Mark Ciccarello	AP	222.40
191980	3/4/2026	Cintas Corporation No 3	AP	1,501.66
191981	3/4/2026	City of Caldwell Water Dept	AP	30,505.52

191982	3/4/2026	City of Notus	AP	96.30
191983	3/4/2026	Clearwater Landscape and Irrigation LLC	AP	36,240.00
191984	3/4/2026	Coastline Equipment	AP	147,549.00
191985	3/4/2026	Cobblestone Idaho OPCO LLC	AP	2,310.00
191986	3/4/2026	Phillip Corbally	AP	30.00
191987	3/4/2026	Core and Main LP	AP	136,420.26
191988	3/4/2026	Creekside Estates	AP	129.33
191989	3/4/2026	Jody Crowson	AP	30.00
191990	3/4/2026	CTR- Cleanup & Total Restoration	AP	107.20
191991	3/4/2026	Allison Culver	AP	40.00
191992	3/4/2026	Maricela or Chris Davenport	AP	115.55
191993	3/4/2026	Charles Davidson	AP	702.97
191994	3/4/2026	Melvin Dorin or Stephen Harrel	AP	74.58
191995	3/4/2026	Ross Eells	AP	122.56
191996	3/4/2026	Equipment Simulations LLC	AP	3,475.00
191997	3/4/2026	Uriel Espejo Gaona	AP	28.68
191998	3/4/2026	Express Employment Professionals	AP	2,675.22
191999	3/4/2026	Florida Karcher LLC	AP	18,614.61
192000	3/4/2026	Russell Foreman	AP	225.40
192001	3/4/2026	Franklin Building Supply	AP	2,751.68
192002	3/4/2026	T.J. Frans	AP	218.73
192003	3/4/2026	Jessica Fuquay	AP	65.25
192004	3/4/2026	Ross Garven	AP	1,145.00
192005	3/4/2026	Gentry Civil Corp	AP	804,475.10
192006	3/4/2026	Killian Glaze	AP	30.00
192007	3/4/2026	Gordon GT and Associates LLC	AP	7,800.00
192008	3/4/2026	Grainger	AP	41.50
192009	3/4/2026	Zachary Greenwood	AP	102.00
192010	3/4/2026	Melly Guillen Apaza	AP	38.16
192011	3/4/2026	Gym Outfitters	AP	922.19
192012	3/4/2026	Hardin Sanitation	AP	411.81
192013	3/4/2026	Austin Hayes	AP	154.51
192014	3/4/2026	Chris Hendrix	AP	108.00
192015	3/4/2026	Home Depot Credit Services	AP	74.44
192016	3/4/2026	Idaho Rural Water Association	AP	470.00
192017	3/4/2026	Idaho State Police	AP	100.00
192018	3/4/2026	Industrial Software Solutions Wonderwar	AP	19,880.00
192019	3/4/2026	Intercheck LLC	AP	618.00
192020	3/4/2026	International Code Council	AP	192.50
192021	3/4/2026	Stanley or Cynthia Irons	AP	220.00
192022	3/4/2026	Jacobs Engineering Group Inc	AP	1,225.00
192023	3/4/2026	J-U-B Engineers Inc	AP	7,338.30
192024	3/4/2026	Keller Associates	AP	19,401.25
192025	3/4/2026	Kenworth Sales Company	AP	4,368.69
192026	3/4/2026	Melissa Langan	AP	434.00
192027	3/4/2026	Michael Gene Laughridge	AP	378.00
192028	3/4/2026	Tristen Lenz	AP	43.67
192029	3/4/2026	Allyson Lyon	AP	215.88
192030	3/4/2026	Riley or Omar Madrigal	AP	156.24
192031	3/4/2026	Kelsy Mckeeth	AP	145.58
192032	3/4/2026	David McQuinn	AP	30.00
192033	3/4/2026	MedVet Idaho LLC	AP	232.77
192034	3/4/2026	MES Serivce Company LLC MES I Acqu	AP	1,826.25
192035	3/4/2026	Annabel Meza	AP	290.33
192036	3/4/2026	Tom R or Lori J Miller	AP	129.78
192037	3/4/2026	Mountain Prime 2018 LLC	AP	33.24

192038	3/4/2026	Robert Nelson	AP	190.00
192039	3/4/2026	Northwest Excavation LLC	AP	2,200.00
192040	3/4/2026	Luis Nunez	AP	155.78
192041	3/4/2026	Julia Ogorodnik	AP	110.25
192042	3/4/2026	OReilly Automotive Stores Inc	AP	141.29
192043	3/4/2026	Orion Integration Group	AP	2,092.00
192044	3/4/2026	Overhead Door Company	AP	437.50
192045	3/4/2026	Jwon Pearce	AP	201.36
192046	3/4/2026	Personnel Plus	AP	5,447.62
192047	3/4/2026	PING	AP	256.54
192048	3/4/2026	Pioneer Title Company	AP	500.00
192049	3/4/2026	PreCise MRM LLC	AP	324.00
192050	3/4/2026	Benjamin Provolt	AP	30.00
192051	3/4/2026	Faith I Pryhuber	AP	16.80
192052	3/4/2026	R and R Products Company	AP	530.46
192053	3/4/2026	Ronald or Irene Ragan	AP	170.70
192054	3/4/2026	Restaurant Essentials LLC	AP	101.59
192055	3/4/2026	Rider Restrooms LLC	AP	500.00
192056	3/4/2026	Rodda Paint Co	AP	76.56
192057	3/4/2026	Rodolfo Roman	AP	30.00
192058	3/4/2026	Monica or John Rusciolelli	AP	260.14
192059	3/4/2026	Edward Russell	AP	4,144.88
192060	3/4/2026	Safelink Internet LLC	AP	250.00
192061	3/4/2026	Michael Samms	AP	64.12
192062	3/4/2026	Security Gate Systems LLC	AP	120.00
192063	3/4/2026	Shamrock Foods Company	AP	1,322.08
192064	3/4/2026	Silver Creek Supply	AP	1,130.00
192065	3/4/2026	Specialty Mining and Infield Supplies	AP	1,000.00
192066	3/4/2026	Staples Inc	AP	1,326.07
192067	3/4/2026	Star Fire Protection District	AP	4,695.80
192068	3/4/2026	Sunbelt Rentals	AP	32.55
192069	3/4/2026	Tacoma Screw Products Inc	AP	1,649.50
192070	3/4/2026	Tates Rents	AP	663.05
192071	3/4/2026	The Activity Group	AP	10,854.00
192072	3/4/2026	The Odom Corporation	AP	380.53
192073	3/4/2026	TMB Services LLC	AP	2,853.20
192074	3/4/2026	TOLL BROTHERS	AP	181.47
192075	3/4/2026	TOLL SOUTHWEST LLC	AP	71.25
192076	3/4/2026	Top Gun Pest Control	AP	103.00
192077	3/4/2026	TPG AG EHC SD LEN MULTI STATE	AP	36.90
192078	3/4/2026	Treasure Valley Coffee Inc	AP	262.00
192079	3/4/2026	Andrea Tucker	AP	78.62
192080	3/4/2026	TVPH I, LLC	AP	322.68
192081	3/4/2026	ULine	AP	392.88
192082	3/4/2026	Union Pacific Railroad Company	AP	3,254.97
192083	3/4/2026	United Heritage Life Insurance Company	AP	12,149.45
192084	3/4/2026	United Parcel Service Inc	AP	37.60
192085	3/4/2026	Valley ViewTowing Inc	AP	500.00
192086	3/4/2026	Lyle Vanosdall	AP	30.00
192087	3/4/2026	Kevin Wagner	AP	378.00
192088	3/4/2026	Kris Wallworth	AP	473.00
192089	3/4/2026	West Coast Paper	AP	140.30
192090	3/4/2026	Western Records Destruction	AP	78.00
192091	3/4/2026	Richard & Ruth Widder	AP	255.09
192092	3/4/2026	James Wilson	AP	190.00
192093	3/4/2026	Chase Wooten	AP	30.00

192094	3/4/2026	Xerox Corporation	AP		43.97
9992040	3/5/2026	A Gem Supply Inc	AP		3.38
9992041	3/5/2026	Crane Alarm Service	AP		1,155.00
9992042	3/5/2026	D and B Supply Company	AP		16.83
9992043	3/5/2026	ESO Solutions Inc	AP		5,652.91
9992044	3/5/2026	Fire Extinguisher Co Inc	AP		969.26
9992045	3/5/2026	Gem State Paper and Supply Co	AP		1,183.04
9992046	3/5/2026	Hughes Fire Equipment Inc	AP		37,945.46
9992047	3/5/2026	Idaho Press Tribune	AP		47.26
9992048	3/5/2026	L N Curtis and Sons	AP		203.65
9992049	3/5/2026	Lawson Products Inc	AP		281.23
9992050	3/5/2026	Motorola Solutions Inc	AP		138,360.12
9992051	3/5/2026	Norco Inc	AP		132.06
9992052	3/5/2026	Scott Wallace	AP		840.00

Total Check Count:	284
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