

**CANYON COUNTY CONSULTANT SERVICES AGREEMENT FOR SURVEY OF 20
RESOURCES, AS MITIGATION OF ADVERSE EFFECTS TO DEER FLAT CALDWELL
CANAL ASSOCIATED WITH THE VERBENA RANCH SUBDIVISION
CANYON COUNTY, IDAHO**

THIS AGREEMENT is made this 20th day of January, 2026, between TAG Historical Research a/b/n The Arrowrock Group, Inc., having a local address 401 West Idaho Street, Ste. B, Boise, Idaho 83702 (hereinafter "CONSULTANT") and Canyon County, a political subdivision of the state of Idaho, having offices at 1115 Albany Street, Caldwell, Idaho 83605 (hereinafter "COUNTY").

WHEREAS, COUNTY has determined that CONSULTANT is qualified to perform the work and duties necessary for this Project and for the purpose of this Agreement; and

WHEREAS, COUNTY entered into a Memorandum of Agreement with the United States Army Corps of Engineers and the Idaho State Historic Preservation Office regarding mitigation efforts resulting from the Verbena Ranch Subdivision's adverse effects to the Deer Flat Caldwell Canal; see Appendix A.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby understand and agree as follows:

1. PURPOSE:

1.1 COUNTY hereby employs CONSULTANT as an independent contractor to complete and perform the following work:

Consultant for COUNTY's survey of 20 resources, as mitigation for the Verbena Ranch Subdivision's adverse impacts to Deer Flat Caldwell Canal. Consultant will document all properties in the agreed-upon survey area, complete Historic Site Inventory Forms for those properties and ICRIS project resource records, and necessary consultation with the Idaho State Historic Preservation Office.

1.2 CONSULTANT agrees to provide all materials and services for the project as requested by the COUNTY in the area bordered by Ustick Rd on the North, Farmway Rd on the East, Karcher Rd on the South and Wagner Rd on the West.

2. CONSULTANT REPRESENTATIONS:

2.1 CONSULTANT has become familiar with the work to be performed, the needs of COUNTY and its necessary historic preservation efforts, and will complete a survey of the 20 properties in accordance to the Idaho State Historic Preservation Office Standards and Guidelines.

2.2 CONSULTANT, familiar with and satisfied as to all federal, state, and local laws. All work completed for this project must be reviewed, at minimum, by one professional qualified under the Secretary of the Interior Standards for

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Architectural Historians. Consultant must be familiar with regulations that may affect cost, progress, and performance of the project. CONSULTANT agrees to comply with all federal, state, city, and local laws, rules and regulations.

- 2.3 The project specifications and this contract sufficiently detail the work required and convey understanding of all terms and conditions for performance and furnishing of the work.
- 2.4 CONSULTANT warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONSULTANT acknowledges that it will be liable for any breach of this warranty.
- 2.5 CONSULTANT represents that neither it nor any of its principals is related to a County Commissioner or other Canyon County official by blood or marriage within the second degree of kindred. CONSULTANT agrees to comply with all federal, state, city, and local laws, rules and regulations.
- 2.6 CONSULTANT understands that COUNTY is exempt from payment of Federal Excise Tax under Certificate No. 82-6000-290 and none shall be charged to COUNTY.

3. COMPENSATION:

- 3.1 COUNTY agrees to pay CONSULTANT for the services described by this Agreement an amount not to exceed the sum of Eight Thousand Dollars (\$8,000.00).

Twenty-five percent (25%) of such sum shall be distributed upon execution of this Agreement, with the remaining seventy-five percent (75%) distributed monthly in proportion to services performed.

Prior to the first monthly payment, the CONSULTANT shall submit to the County an initial schedule of values allocated to various portions of the work that shall be used as a basis for reviewing the monthly invoices. Monthly invoices shall certify that payment is for work performed in furtherance of the Survey of 20 Resources as Mitigation for Adverse Effects to Deer Flat Caldwell Canal associated with the Verbena Ranch Subdivision project, and shall reflect a five percent (5%) retainage.

3.2 CONSULTANT shall submit their invoices to:

Nichole Schwend, Director
Canyon County Parks, Cultural & Natural Resources
1115 Albany Street
Caldwell, Idaho 83605
parks@canyoncounty.id.gov

3.3 Subject to Article 8, Sections 3 and 4 of the Idaho Constitution and all other non-appropriation law in relation thereto, COUNTY will duly and punctually pay the amounts to satisfy its obligations required under this Agreement, recognizing that time is of the essence. If non-appropriation occurs, this Agreement shall automatically terminate and all future rights and liabilities of the parties hereto shall thereupon cease upon CONSULTANT's receipt of original notice from COUNTY informing CONSULTANT of that event.

4. TIME OF PERFORMANCE:

4.1 Upon execution of contract, CONSULTANT will complete the project no later than December 30, 2027. Any unforeseen stoppages of work beyond CONSULTANT's control will require the completion date to be modified.

5. INSURANCE:

5.1 CONSULTANT agrees to obtain and keep in force during its acts under this Agreement insurance, including but not limited to a comprehensive general liability insurance policy in the minimum amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, which shall name as additional insured and protect CANYON COUNTY, and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with CONSULTANT's acts.

5.2 CONSULTANT shall provide proof of liability coverage as set forth above to COUNTY prior to commencing its performance as herein provided, and require notify COUNTY ten (10) days prior to cancellation of said policy.

5.3 CONSULTANT shall maintain in full force and effect worker's compensation for CONSULTANT and any agents, employees, and staff that CONSULTANT may employ, and provide proof to COUNTY of such coverage or that such worker's compensation insurance is not required under the circumstances.

6. INDEMNIFICATION:

6.1 CONSULTANT agrees to indemnify, defend, and hold harmless COUNTY, 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 any performances or activities of

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CONSULTANT, CONSULTANT'S agents, employees, or representatives under this Agreement.

7. INDEPENDENT CONSULTANT:

- 7.1 The parties agree that CONSULTANT is the independent CONSULTANT of COUNTY and in no way an employee or agent of COUNTY and is not entitled to worker's compensation or any benefit of employment with COUNTY.
- 7.2 COUNTY shall have no control over the performance of this Agreement by CONSULTANT or its employees, except to specify the time and place of performance, and the results to be achieved. COUNTY shall have no responsibility for security or protection of CONSULTANT supplies or equipment.

8. PERSONNEL AND SECURITY REQUIREMENTS:

- 8.1 CONSULTANT reserves the right to designate its resources and personnel in every situation. Notwithstanding the above, CONSULTANT shall provide a list of the individuals assigned to the project team to COUNTY.
- 8.2 COUNTY shall have the right to direct removal of a CONSULTANT employee for cause, if in the opinion of COUNTY, such employee demonstrates non-performance or inappropriate conduct, which jeopardizes security, safety, or other Agreement requirements, or fails to pass the initial jail background check. COUNTY shall provide CONSULTANT with written justification as to the reason(s) for the directed removal.

9. MISCELLANEOUS:

- 9.1 **CONTROLLING LAW:** The Agreement shall be interpreted, and 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 shall be in the Third Judicial District Court of the State of Idaho in Canyon County.
- 9.2 **LEGISLATIVELY MANDATED CERTIFICATION CONCERNING BOYCOTT OF ISRAEL:**

CONTRACTOR must select and initial at least one of the following certifications:

Pursuant to Idaho Code § 67-2346, Contractor certifies that it "is not currently engaged in, and will not for the duration of the contract engage in, a boycott of goods or services from Israel or territories under its control." The terms in this section defined in Idaho Code § 67-2346 shall have the meaning defined therein.

Contractor certifies that County's payments under the Contract will not exceed One Hundred Thousand Dollars (\$100,000).



Contractor certifies that Contractor does not employ more than nine persons.

9.3 LEGISLATIVELY MANDATED CERTIFICATION CONCERNING COMPANIES OWNED OR OPERATED BY THE GOVERNMENT OF CHINA.

Pursuant to Idaho Code § 67-2359, Contractor hereby certifies that it "is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China." The terms in this section defined in Idaho Code § 67-2359 shall have the meaning defined therein.

9.4 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 sections and the remaining portions of this Agreement shall remain in full force and effect.

9.5 ENTIRE AGREEMENT: This is the entire agreement of the parties and can only be modified or amended in writing by the parties.

9.6 NON-DISCRIMINATION: Contractor shall not discriminate in any way against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with, or related to, the performance of this Agreement.

DATED this 20th day of January, 2026.

BOARD OF COUNTY COMMISSIONERS

Motion Carried Unanimously
 Motion Carried/Split Vote Below
 Motion Defeated/Split Vote Below



Commissioner Leslie Van Beek

Yes _____ No _____ Did Not Vote _____



Commissioner Brad Holton



Commissioner Brad Holton



Commissioner Zach Brooks



Commissioner Zach Brooks

ATTEST: JESS URRESTI, CLERK

By: 

Deputy Clerk

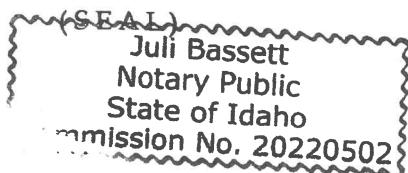
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CONSULTANT

Barbara Penny Bauer
(name)
President
(title)

STATE OF IDAHO)
County of Ada) ss.

On this 15 day of January, 2021, before me, a notary public, personally appeared Barbara Bauer, known or identified to me to be the President for Arrow Rock Group ABN Inc., whose name is subscribed to the within instrument, and acknowledged to me that said corporation executed the same.



Juli Bassett
Notary Public for Idaho
Residing at: Boise, ID
My Commission Expires: 02/01/22

Appendix A

**MEMORANDUM OF AGREEMENT
BETWEEN THE UNITED STATES ARMY CORPS OF ENGINEERS AND
THE IDAHO STATE HISTORIC PRESERVATION OFFICE
REGARDING THE VERBENA RANCH SUBDIVISION,
CALDWELL, CANYON COUNTY, IDAHO**

SUBJECT: National Historic Preservation Act Section 106 Memorandum of Agreement for Resolution of Adverse Effects to Deer Flat Caldwell Canal (10CN2351), Caldwell, Canyon County, Idaho, U.S. Army Corps of Engineers, Corps Reference Number NWW-2025-00306, SHPO Case Number 2025-316.

WHEREAS, the U.S. Army Corps of Engineers (the Corps), Walla Walla District Regulatory Branch has received a Department of Army (DA) permit application from Toll Brothers (the Applicant) associated with the Verbena Ranch Subdivision located in Caldwell, Canyon County, Idaho in Section 9, Township 3 North, Range 3 West, Boise Meridian. The proposed project is to pipe and reroute a total of 2,150 linear feet of the Deer Flat Caldwell Canal, improve existing crossings or build new vehicular crossings in six locations on the Forest Canal, and to fill 19,691 square feet of unnamed irrigation ditches in order to build the Verbena Ranch Subdivision; and

WHEREAS, a Department of the Army permit, pursuant to Section 404 of the Clean Water Act, must be issued by the Corps to conduct activities related to the construction of the project; and

WHEREAS, the Corps' issuance of such a permit is subject to review under Section 106 of the National Historic Preservation Act, 54 U.S.C. 306108 (NHPA); and

WHEREAS, the area of potential effects (APE) includes all areas of permitted in-water activity, including upland areas where work is directly associated, integrally related, and would not occur but for the in-water authorized activity associated with the DA permit, which includes the areas that will be disturbed to pipe and reroute the Deer Flat Caldwell Canal, expand or build the six crossings over the Forest Canal, and fill the unnamed irrigation ditches, as well and the access and staging areas that will be used to construct these elements of the project; as shown on the map in Appendix A; and

WHEREAS, the Applicant proposes to conduct the following activities under the permit: pipe and reroute 2,150 linear feet of the Deer Flat Caldwell Canal, improve or build six crossings over the Forest Canal, and fill 19,691 square feet of unnamed irrigation ditches (the Undertaking); and

WHEREAS, a report has been prepared identifying known and potential historic properties associated with the Undertaking, titled "*An Intensive Cultural Resource Inventory for the Verbena Ranch Subdivision, Canyon County, Idaho*", dated March, 2025, and by Corps' letters to Idaho State Historic Preservation Office (SHPO) dated July 14, 2025 and September 11, 2025 and SHPO's response letters dated August 5, 2025, and September 26, 2025 and these documents are incorporated into this Memorandum of Agreement (MOA) by reference; and

SUBJECT: National Historic Preservation Act Section 106 Memorandum of Agreement for Resolution of Adverse Effects to 10CN2351 Deer Flat Caldwell Canal, Caldwell, Canyon County, Idaho, U.S. Army Corps of Engineers, Corps Reference Number NWW-2025-00306, SHPO Case Number 2025-316.

WHEREAS, the Corps identified the Deer Flat Caldwell Canal (10CN2351) and Forest Canal (10CN2820), National Register of Historic Places (NRHP) eligible historic properties, within the APE; and

WHEREAS, the SHPO concurs that 10CN2351 and 10CN2820 are eligible for listing in the NRHP; and

WHEREAS, the Corps determined that the Undertaking will adversely affect the Deer Flat Caldwell Canal (10CN2351) and the SHPO concurred; and

WHEREAS, the Corps notified the Advisory Council on Historic Preservation (Council) of its adverse effect determination and the Council has not opted to participate in the consultation; and

WHEREAS, the Corps consulted with the Shoshone-Paiute Tribes and the Shoshone-Bannock Tribes and neither elected to participate in the development of this MOA; and

WHEREAS, the Corps identified two certified local governments, City of Caldwell Historic Preservation Commission (Caldwell HPC) and Canyon County Historic Preservation Council (Canyon County HPC), as potentially interested parties; and

WHEREAS, Cannon Heritage Consultants (CHC), who is a subcontractor to the Applicant, identified the Bureau of Reclamation as a potential interested party; and

WHEREAS, the SHPO, Canyon County HPC, and Bureau of Reclamation expressed a desire to consult on this Section 106 MOA, and along with the Corps and Applicant, are hereafter referred to as "the Consulting Parties". Contact information is presented for the consulting parties in Appendix B; and

WHEREAS, because of their roles and responsibilities as the Applicant for the DA permit, the Corps has invited the Applicant to sign this MOA as an invited signatory; and

WHEREAS, due to their role in Stipulation 1, the Corps has invited Canyon County HPC to sign this MOA as an invited signatory; and

NOW, THEREFORE, the Corps and SHPO agree that should the Undertaking move forward to construction, the following Corps-enforced stipulations shall resolve all adverse effects to historic properties associated with the Undertaking; that the execution of this MOA satisfies the Corps' obligations under the National Historic Preservation Act as they relate to the Undertaking for the purpose of issuing the permit; that no further action is required of Applicant; and that these stipulations shall govern the Project and all of its parts unless this MOA expires or is terminated.

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I. STIPULATIONS

The Corps shall ensure that the following stipulation is implemented:

1. **HISTORIC RESOURCES SURVEY:** Prior to affecting the Deer Flat Caldwell Canal, the Applicant shall provide \$8,000 to the Canyon County HPC to conduct a historic resources survey that records 20 properties within Canyon County, Idaho as described below and illustrated in Exhibit C. The Applicant will transfer the funds to Canyon County HPC to administer. The Applicant's responsibility under this Stipulation will be completed once the funding has been transferred and the Corps received confirmation from Canyon County HPC.
 - i. Canyon County HPC will arrange for a Secretary of the Interior Professional-qualified Architectural Historian (36 CFR Part 61) to conduct a survey of rural landscapes and agricultural resources in Canyon County. The survey will be designed in alignment with Policy Objective 1.C.2 on page 33 of Canyon County's Historic Preservation Plan (<https://history.idaho.gov/wp-content/uploads/Canyon-County-HPP.pdf>).
 1. The SHPO and Canyon County HPC identified 20 unrecorded resources to be recorded within an area bordered by Ustick Road on the north, Farmway Road on the east, Karcher Road on the south, and Wagner Road on the west in Canyon County. These 20 resources are identified in Appendix C: Resources to be Recorded during Survey. If a resource has been demolished prior to the beginning of the survey, another property shall be identified in consultation with SHPO and the surveyor.
 - a. The survey will be conducted from the public right-of-way for all 20 identified resources.
 - b. The surveyor must adhere to all applicable SHPO and National Park Service Bulletins and publications for conducting surveys and documenting historic resources in Idaho Cultural Resources Information System (ICRIS). The recordation of each resource shall be consistent with Idaho SHPO guidance (<https://history.idaho.gov/shpo/idaho-shpo-guidance/>) and data standards (<https://history.idaho.gov/wp-content/uploads/Resource-Data-Standards-Guide.pdf>)

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- c. The surveyor will prepare resource records in ICRIS for each of the resources. Large and complex resources may require documentation as a district. The surveyor shall write a summary report that includes a project description, a historic context for the area, survey methodology, findings, and recommendations for future preservation initiatives.
 - d. Canyon County HPC will review the survey report and resource records and provide comments to the contractor as necessary. Once Canyon County HPC approves of the resource records and report, they will submit the resource records and report to the SHPO for review through ICRIS with the Corps added as a secondary agency. The SHPO will have a 30-day review period to submit comments on the resource records and report. The surveyor will make any necessary revisions requested by the SHPO. This stipulation will be complete when the SHPO accepts the resource records and report and marks the project as complete in ICRIS. The Corps will be notified of this by the automatic email response from ICRIS when the project is marked complete.
2. By December 31st of each year after the execution of this MOA, Canyon County HPC will email an annual status update on the completion of the survey to the consulting parties identified in Appendix B.
3. If there are any funds remaining after the SHPO has accepted the survey report, these funds will be kept by Canyon County HPC to be used for the benefit of historic properties in Canyon County. This stipulation will be considered fully implemented at that point. Funding and work with the remaining funds will be at the discretion of Canyon County HPC and SHPO.
4. Canyon County HPC shall not be required to incur costs in excess of the funds received from the Applicant to complete the survey.

II. ROLES AND RESPONSIBILITIES

The parties to this MOA acknowledge that historic properties covered by this MOA are subject to the provisions of Section 304 of the National Historic Preservation Act of 1966 relating to the disclosure of site information and having so acknowledged, will ensure that all actions and documentation prescribed by this

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MOA are consistent with Section 304 of the National Historic Preservation Act of 1966.

Corps will send a copy of this executed MOA to the ACHP and upload a copy and enter the Resolution of Adverse Effects stipulations into the ICRIS under SHPO Project No. 2025-316.

III. DISPUTE RESOLUTION

A signatory of this MOA may object at any time to any actions proposed or the manner in which the terms of this MOA are implemented by submitting the concern in writing to the Corps. Upon receipt, the Corps shall consult with the objecting party for 30 calendar days, or another agreed-upon time period, to resolve the objection. If the Corps determine that such objection cannot be resolved, the Corps will:

1. Forward all documentation relevant to the dispute, including the Corps' proposed resolution, to the ACHP. The ACHP shall provide the Corps with its advice on the resolution of the objection within 30 calendar days of receiving adequate documentation. Within 30 calendar days of the close of the agency's comment opportunity and prior to reaching a final decision on the dispute, the Corps shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories, and concurring parties, and provide them with a copy of this written response. The Corps will then proceed according to its final decision.
2. If the ACHP does not provide its advice regarding the dispute within the 30-calendar-day time period, the Corps may make a final decision on the dispute and proceed accordingly. Within 30 calendar days of the close of the agency's comment opportunity and prior to reaching such a final decision, the Corps shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties of the MOA and provide the signatories and concurring parties and the ACHP with a copy of such written responses.
3. Carry out all other actions subject to the terms of this MOA that are not the subject of the dispute and that remain unchanged.

IV. AMENDMENTS

Any signatory may request that this MOA be amended by submitting such a request to the Corps in writing. The Corps shall consult with the signatories and concurring parties for up to 30 calendar days after receiving the request for amendment, or another time period agreed to by all signatories in writing, concerning the necessity and appropriateness of the proposed amendment. Any signatory or consulting party may request the involvement of the ACHP during the

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amendment process. At the end of the consultation period, the Corps shall provide an amended MOA for consideration and, if agreement is reached, signature by the signatories and concurring parties or a written statement describing why the Corps chose not to pursue an amendment to this MOA. The amendment shall be effective on the date a copy of the amendment is signed by all of the signatories and is filed with the ACHP.

V. TERMINATION

If any signatory to this MOA determines that its terms cannot be carried out, that signatory shall immediately consult with the other signatories to attempt to develop an amendment per Stipulation IV, above. If within 30 calendar days of initial consultation on amendment, or another time period agreed to by all signatories, an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories. Termination shall be effective the day the Corps receives written notification.

If the MOA is terminated prior to completion of the Undertaking, the Corps must either a) execute an MOA pursuant to 36 C.F.R. 800.6 or b) request, take into account, and respond to the comments of the ACHP under 36 C.F.R. 800.7. The Corps shall notify the signatories as to the course of action it will pursue within 30 calendar days of the termination of this MOA, or within another time period agreed to by all parties in writing.

VI. DURATION

This MOA is effective on the date a copy of the MOA signed by all signatories is filed with the ACHP. The MOA will expire if its terms are not carried out within two (2) years from the date of its execution. Prior to such time, the Corps may consult with the other signatories to request amendment of the MOA in accordance with Stipulation IV, above. The MOA shall be considered complete once all stipulations are finalized and approved by SHPO and Corps.

VII. POST-REVIEW DISCOVERIES

If properties are discovered that may be historically significant or unanticipated effects on historic properties found, the Applicant will notify the Corps immediately, if possible, but at minimum, within 48 hours of the discovery. Example photographs of inadvertent discoveries are provided in Appendix D. Ground disturbing work will cease within a 100-foot buffer around the find. The Corps will follow 36 CFR 800.13(b)(3) to notify the ACHP, SHPO, Canyon County, and Tribes of the inadvertent discovery and consult on the Corps' recommended path forward.

VIII. EXECUTION IN COUNTERPART

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This MOA may be executed in counterparts, with a separate page for each Signatory. The Corps will ensure that each party is provided with a copy of the fully executed Agreement.

IX. CONTACT INFORMATION

The contact information for each Signatory and Invited Signatory (collectively referenced as Signatories) to this MOA and for consulting parties may be updated without requiring an amendment to this MOA. An electronic message (email) exchanged among the contacts, indicating the updated information, shall be sufficient provided the signature authority for each Party is included in such communication.

X. EXECUTION

Execution of this MOA by the Corps, SHPO, and the Applicants and implementation of its terms are evidence that the Corps took into account the effects of the Undertaking on historic properties and afforded the ACHP and all concerned parties an opportunity to comment and satisfied the requirements of Section 106 of the NHPA (54 U.S.C. 306108) and applicable implementing regulations.

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REGARDING THE VERBENA RANCH SUBDIVISION,
CALDWELL, CANYON COUNTY, IDAHO

SIGNATORY:

U.S. Army Corps of Engineers, Walla Walla District

URBANEK.KELLY.J
R.1253436405

 Digitally signed by
URBANEK.KELLY.J R.1253436405
Date: 2025.12.18 07:08:20 -07'00'

Date: 12/18/2025

Kelly Urbanek
Regulatory Division Chief

Contact Information:

Anna Jansson
Regulatory Archaeologist
Portland and Walla Walla Districts
333 SW 1st Ave
Portland, OR 97204

Office: 503-808-4379
Cell Phone: 971-295-1443
Email: anna.m.jansson@usace.army.mil

Note: Signatures continued next page.

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SIGNATORY:

Idaho State Historic Preservation Office



Janet Gallimore
State Historic Preservation Officer

Date: March 18 2025

Contact Information:

Kayla McElreath
Compliance Architectural Historian
Idaho State Historic Preservation Office
210 Main Street
Boise, ID 83702

Phone: (208) 488-7473
Email: kayla.mcelreath@ishs.idaho.gov

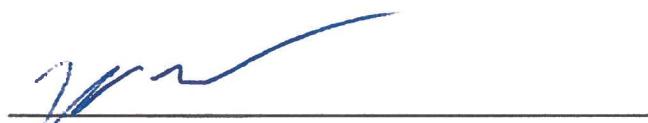
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CALDWELL, CANYON COUNTY, IDAHO**

INVITED SIGNATORY:

Toll Brothers (Applicant)



Date: 12/18/25

Ryan Hammons
Division President

Contact Information:

Toll Brothers
3103 W. Sheryl Dr, Suite 100
Meridian, ID 83642

Phone: (208) 277-7563
Email: mkhan@tollbrothers.com

Note: Signatures continued next page.

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INVITED SIGNATORY:

Canyon County Board of County Commissioners for the Canyon County Historic Preservation Commission



Commissioner Leslie Van Beek

Date: 12/30/25



Commissioner Brad Holton

Date: 12/30/2025



Commissioner Zach Brooks

Date: 12/30/25

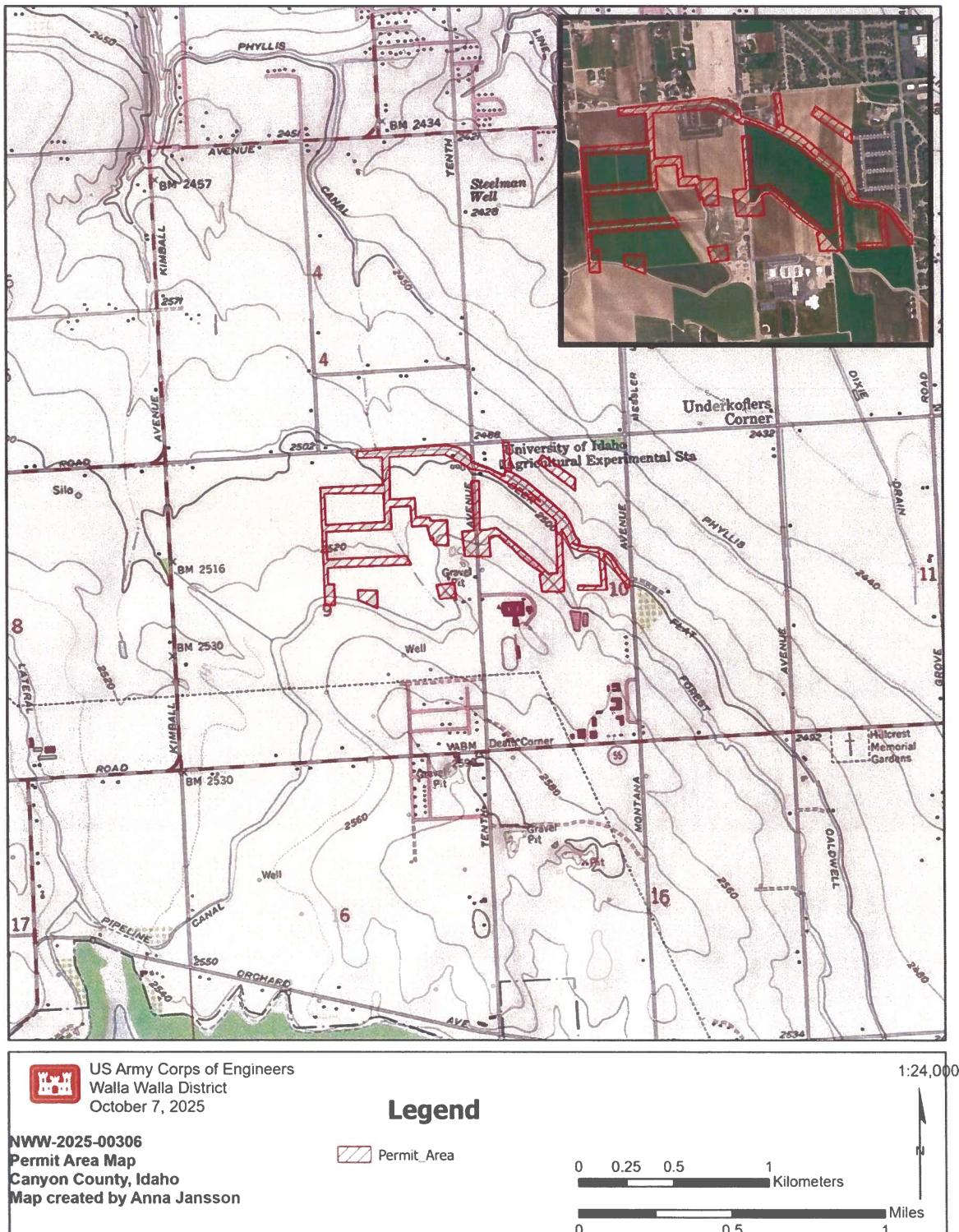
Contact Information:

Attest: Rick Hogaboam, Clerk
JRO88, Deputy Clerk

Chelsee Boehm
Historic Preservation Officer
Canyon County Parks, Cultural & Natural Resources
1115 Albany St.
Caldwell, ID 83605
Office: (208) 402-4146, Cell: (208) 299-9107
Email: chelsee.boehm@canyoncounty.id.gov
Note: End of signatures.

SUBJECT: National Historic Preservation Act Section 106 Memorandum of Agreement for Resolution of Adverse Effects to 10CN2351 Deer Flat Caldwell Canal, Caldwell, Canyon County, Idaho, U.S. Army Corps of Engineers, Corps Reference Number NWW-2025-00306, SHPO Case Number 2025-316.

APPENDIX A: PERMIT AREA MAP



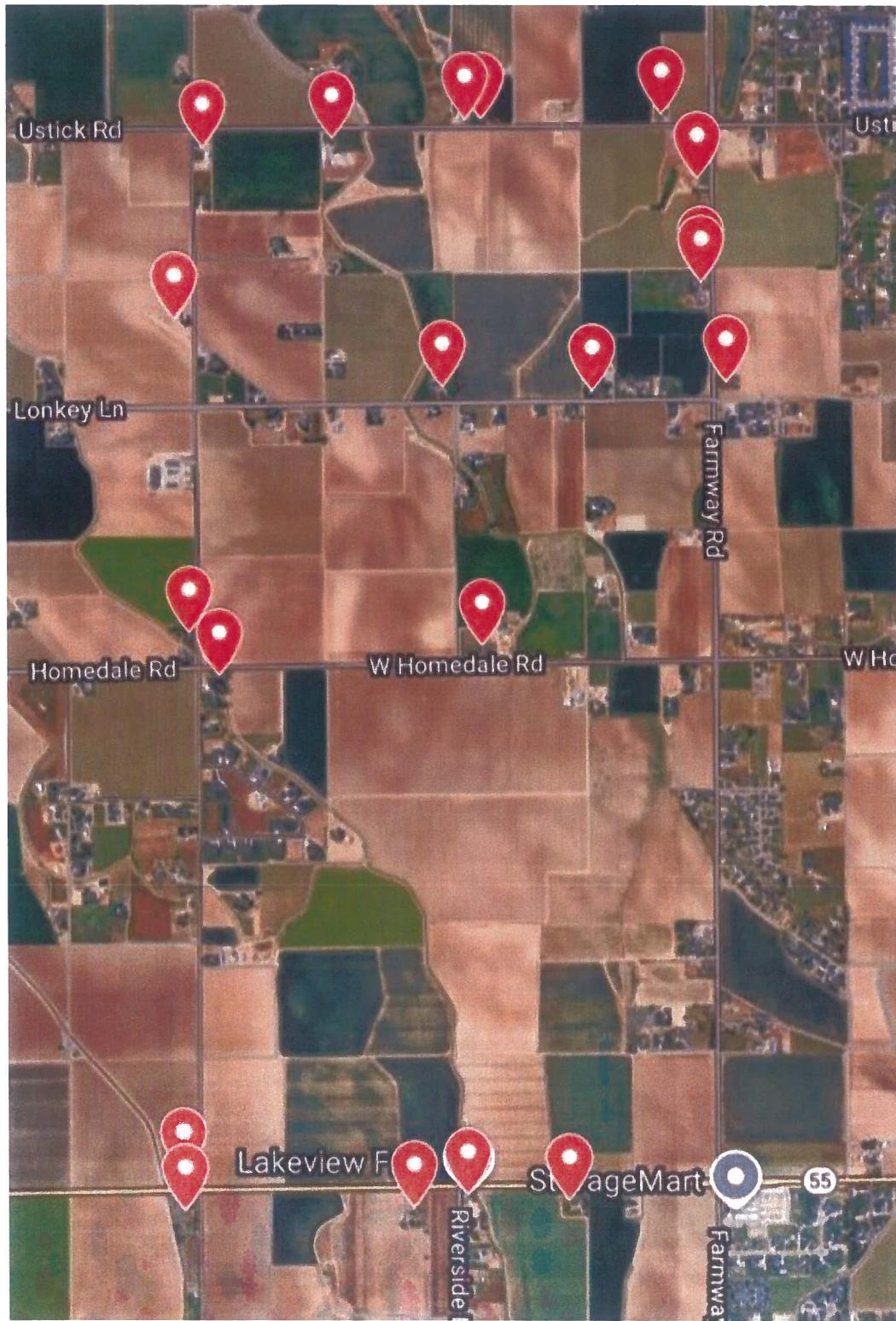
SUBJECT: National Historic Preservation Act Section 106 Memorandum of Agreement for Resolution of Adverse Effects to 10CN2351 Deer Flat Caldwell Canal, Caldwell, Canyon County, Idaho, U.S. Army Corps of Engineers, Corps Reference Number NWW-2025-00306, SHPO Case Number 2025-316.

APPENDIX B: CONSULTING PARTIES

Organization	Name	Email	Phone number
Toll Brothers (Applicant)	Mohammad Khan	mkhan@tollbrothers.com	208-277-7563
Toll Brothers	Martin Taylor	mtaylor1@tollbrothers.com	
Ardurra (Applicant's Agent)	Carlton Strough	cstrough@ardurra.com	208-323-228
ESE Consultants (Applicant's Subcontractor)	Anna Hirning	ahirning@eseconsultants.com	
Cannon Heritage Consultants (Applicant's Subcontractor)	Ken Cannon	ken@cannonheritage.com	435-213-9258
Canyon County HPC	Chelsee Boehm	chelsee.boehm@canyoncounty.id.gov	208-299-9107
SHPO	Kayla McElreath	kayla.mcelreath@ishs.idaho.gov	208-488-7473
SHPO	Chris Shaver	chris.shaver@ishs.idaho.gov	208-488-7467
Bureau of Reclamation	Jenny Rilk	jrilk@usbr.gov	208-383-2257
Corps	Anna Jansson	anna.m.jansson@usace.army.mil	503-808-4379
Corps	Brendan Jones	brendan.v.jones@usace.army.mil	208-522-1645

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APPENDIX C: RESOURCES TO BE RECORDED DURING SURVEY



SUBJECT: National Historic Preservation Act Section 106 Memorandum of Agreement for Resolution of Adverse Effects to 10CN2351 Deer Flat Caldwell Canal, Caldwell, Canyon County, Idaho, U.S. Army Corps of Engineers, Corps Reference Number NWW-2025-00306, SHPO Case Number 2025-316.

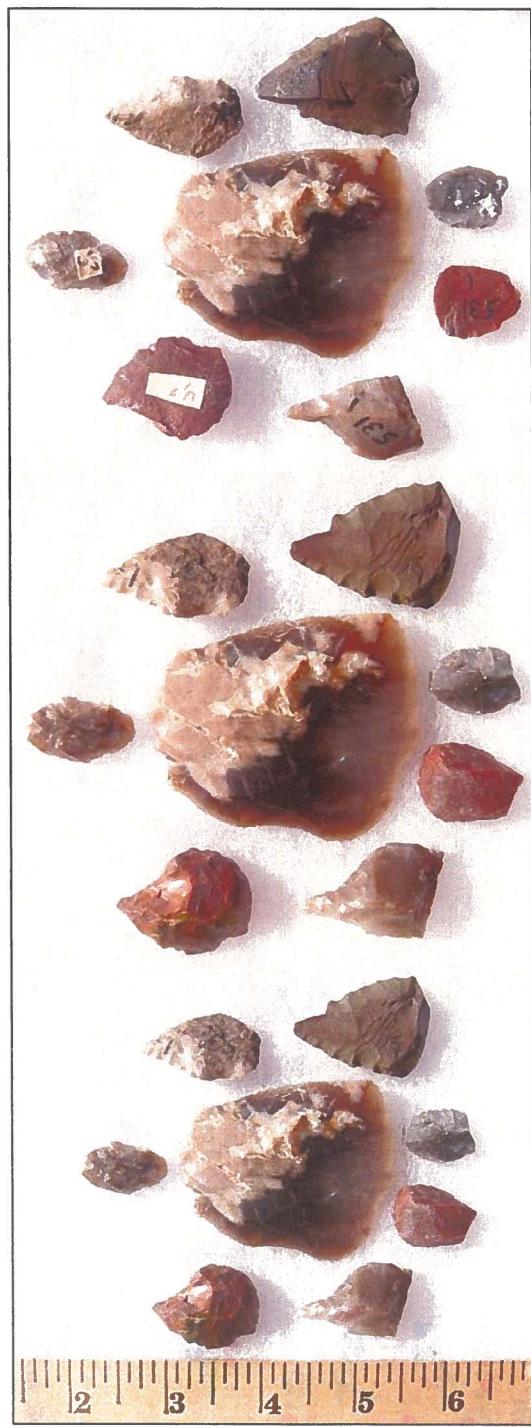
APPENDIX D. EXAMPLE PHOTOS OF INADVERTENT DISCOVERIES

Implement the IDP if ...

You see chipped stone artifacts.



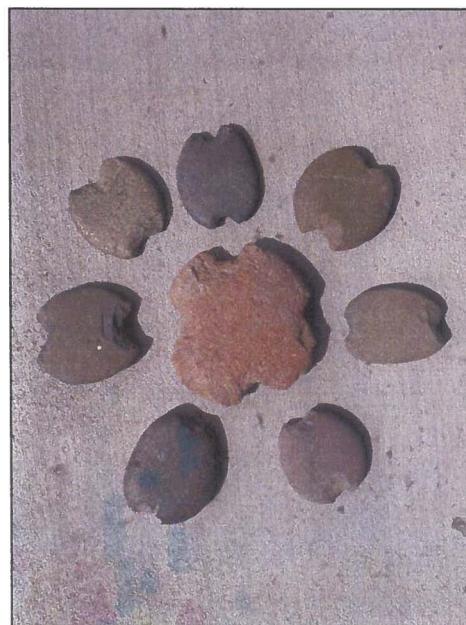
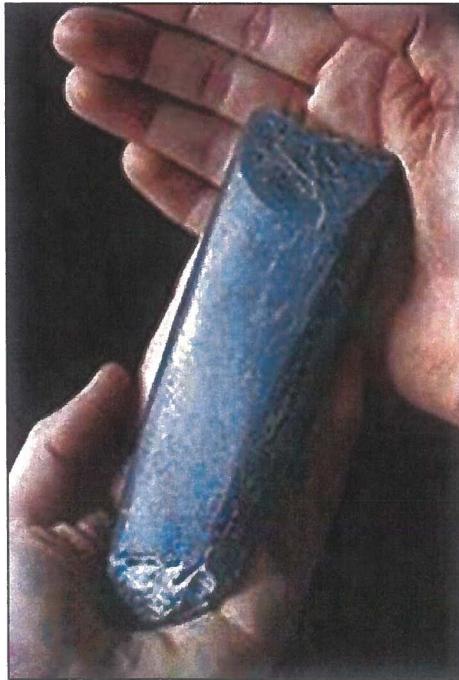
- Glass-like material
- Angular
- "Unusual" material for area
- "Unusual" shape
- Regularity of flaking
- Variability of size



Implement the IDP if ...

You see ground or pecked stone artifacts.

- Striations or scratching
- Unusual or unnatural shapes
- Unusual stone
- Etching
- Perforations
- Pecking
- Regularity in modifications
- Variability of size, function, and complexity



Stone Artifacts from Oregon

Implement the IDP if ...

You see bone or shell artifacts.



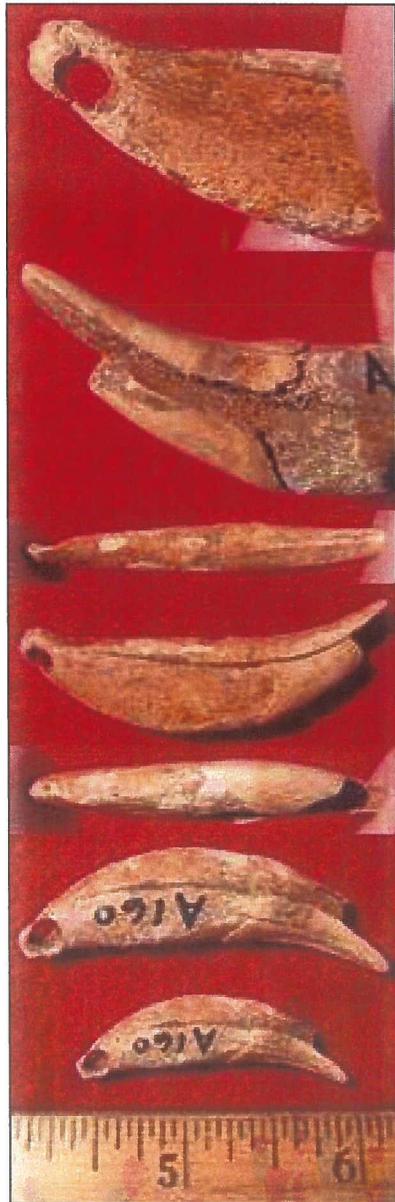
- Often smooth
- Unusual shape
- Carved
- Often pointed if used as a tool
- Often wedge shaped like a "shoehorn"



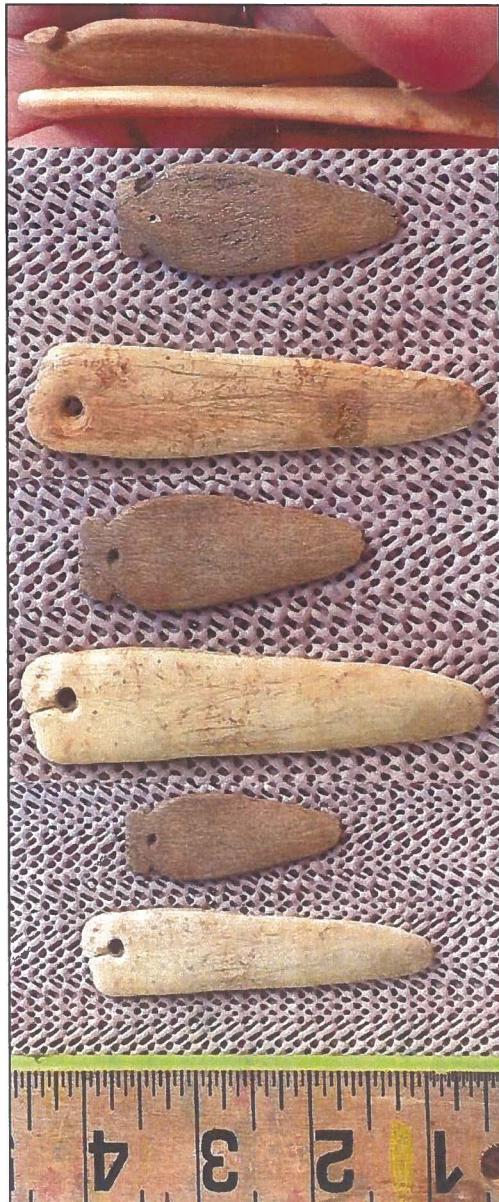
Bone Awls from Oregon and Bone Wedge from California

Implement the IDP if ...

You see bone or shell artifacts.



- Often smooth
- Unusual shape
- Perforated
- Variability of size



Tooth Pendant and Bone Pendants from Oregon and Washington

Implement the IDP if ...

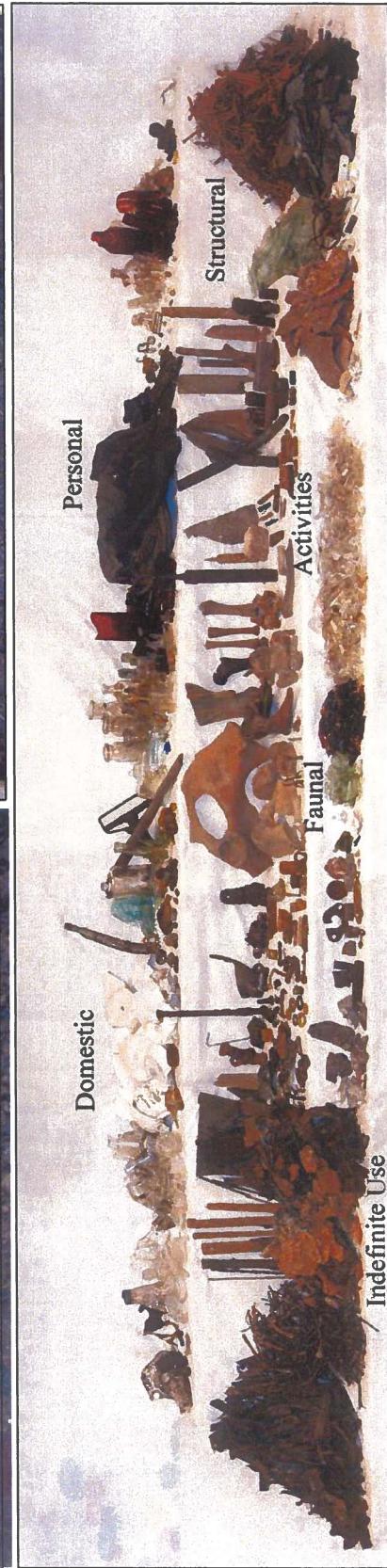
You see fiber or wood artifacts.

- Wet environments needed for preservation
- Variability of size, function, and complexity
- Rare



Artifacts by Mud Bay, Olympia, Washington

Implement the IDP if ...
You see historic period artifacts.

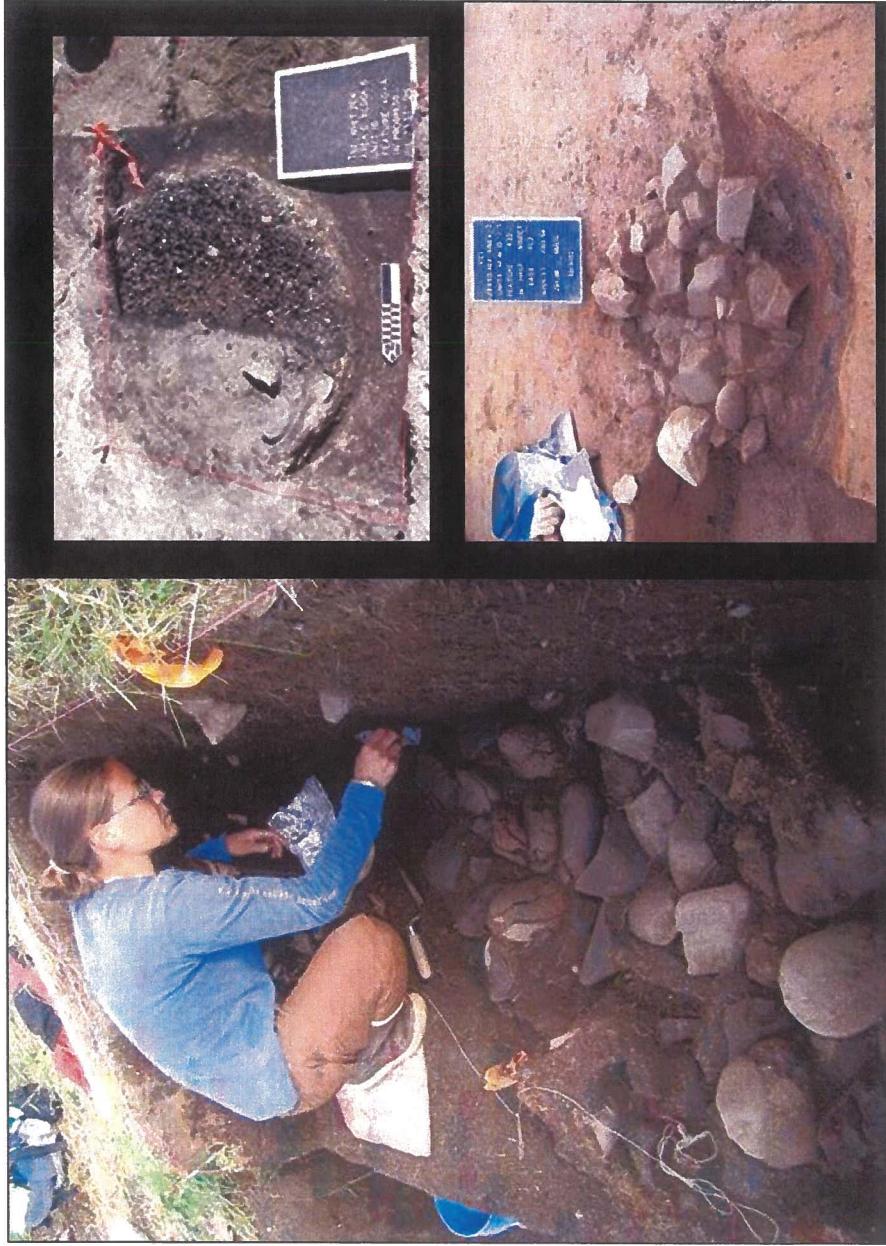


Artifacts from Downtown Seattle, Alaskan Way Viaduct (Upper Left and Lower) and Unknown Site (Upper Right)

Implement the IDP if ...

You see strange, different, or interesting looking dirt, rocks, or shells.

- Human activities leave traces in the ground that may or may not have artifacts associated with them
- “Unusual” accumulations of rock (especially fire-cracked rock)
- “Unusual” shaped accumulations of rock (e.g., similar to a fire ring)
- Charcoal or charcoal-stained soils
- Oxidized or burnt-looking soils
- Accumulations of shell
- Accumulations of bones or artifacts
- Look for the “unusual” or out of place (e.g., rock piles or accumulations in areas with few rock)



Unknown Sites

Implement the IDP if ...

You see **strange, different or interesting looking dirt, rocks, or shells.**

- “Unusual” accumulations of rock (especially fire-cracked rock)
- “Unusual” shaped accumulations of rock (e.g., similar to a fire ring)
- Look for the “unusual” or out of place (e.g., rock piles or accumulations in areas with few rock)

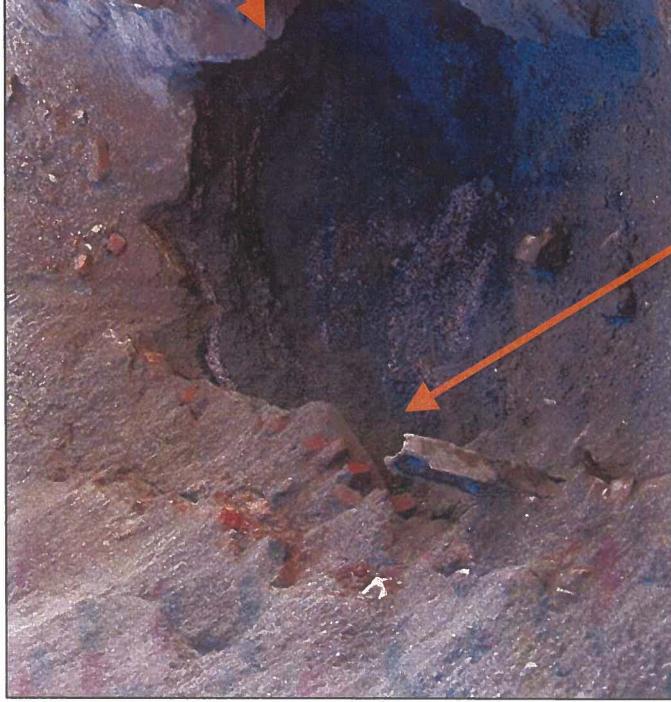
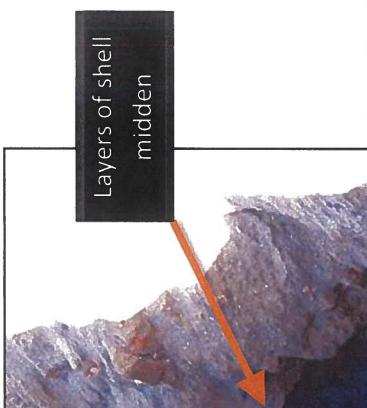


Site of Muckleshoot Indian Reservation, near WSDOT ROW along SR 164

Implement the IDP if ...

You see **strange, different or interesting looking dirt, rocks, or shells.**

- Often have a layered or "layer cake" appearance
- Often associated with black or blackish soil
- Often have very crushed and compacted shells



Site located within WSDOT ROW near Anacortes Ferry Terminal

Implement the IDP if ...
You see historic foundations or buried structures.



45KI1924, In WSdot ROW for SR 99 Tunnel