

**\*NOTICE OF SPECIAL MEETING\***

**KUNA URBAN RENEWAL AGENCY**

**April 24, 2020**

1:00 p.m.

751 W. 4<sup>th</sup> Street

Kuna, Idaho

In response to the COVID-19 crises, on March 18, 2020, Governor Brad Little issued a proclamation suspending the portion of Idaho Code 74-203(5) which requires government agencies to allow the public to attend public meetings in person and requiring one member of the governing board or administrator shall be physically in attendance. The purpose of the proclamation was to allow public business to be conducted while also following guidance to limit gatherings to 10 or fewer people. The proclamation encouraged, but did not require, public agencies to provide other means of participation. On April 15, 2020, the Governor extended the shelter-in-place order to April 30, 2020, including the suspension of that portion of the open meetings requirements as described above. As a result, the doors will remain closed to the public. Kuna Urban Renewal Agency believes in public participation and has established the following alternative methods of participation:

The meeting will be conducted through the use of a video conference call (zoom) for Board Members, City Staff and Consultants. No member of the board or Consultant will be physically in attendance. Persons who wish to provide comment on agenda items may do so by emailing Lisa Holland at [lholland@kunaid.gov](mailto:lholland@kunaid.gov) on or before April 24, 2020, at 12:00 p.m.

The public may join the meeting by watching the livestream on the Kuna Economic Development Facebook page:  
<https://www.facebook.com/KunaEconDev/>

**AGENDA**

1. Call to order/Roll Call
2. **Action Item:** Approval of Agenda
3. **Action Item:** Consideration of Resolution No. 2020-01 Approving Amended and Restated Bylaws of Kuna Urban Renewal Agency
4. **Action Item:** Election of officers
  - a. Chair, Vice-Chair, Secretary and Treasurer
5. **Discussion Item:** Role of City in providing administrative assistance to the Agency.
6. **Action Item:** Financial Matters
  - a. Process for payment of invoices;
7. **Action Item:** Approval of Engagement Letter between Elam and Burke and Kuna Urban Renewal Agency

8. **Action Item:** Consideration of Resolution No. 2020-02 Approving Eligibility Report for West Downtown District Study Area
9. **Action Item:** Consider retention of J-U-B to study the proposed East Kuna District and prepare an eligibility study.
10. Board Concerns
11. Adjourn

## RESOLUTION NO. 2020-01

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF KUNA, IDAHO, AKA THE KUNA URBAN RENEWAL AGENCY:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF KUNA, IDAHO, AKA THE KUNA URBAN RENEWAL AGENCY, APPROVING THE 2020 BYLAWS OF THE AGENCY; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, made on the date hereinafter set forth by the Urban Renewal Agency of the City of Kuna, Idaho, also known as the Kuna Urban Renewal Agency, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (hereinafter the "Law") and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (hereinafter the "Act"), a duly created and functioning urban renewal agency for Kuna, Idaho, hereinafter referred to as the "Agency."

WHEREAS, the Kuna City Council (hereinafter the "City Council") created the Agency pursuant to the Law on or about December 22, 2003, by the adoption of Resolution No. 208;

WHEREAS, the Agency adopted Bylaws in 2004;

WHEREAS, the Agency prepared an urban renewal plan; however, the City Council elected to not proceed with the adoption of the plan and on or about December 21, 2004, adopted and approved Resolution No. 223, which in part, repealed Resolution No. 208;

WHEREAS, the City Council re-established the Agency pursuant to the Law on or about May 3, 2011, by the adoption of Resolution No. R21-2011;

WHEREAS, since the adoption of Resolution No. R21-2011, the Agency has remained dormant;

WHEREAS, by virtue of certain action taken by the City Council on March 17, 2020, a five (5) member board was appointed as the Board of Commissioners;

WHEREAS, at the April 24, 2020, meeting of the Agency Board the Board will elect a Chair, Vice-Chair, a Treasurer, and a Secretary to the Board;

WHEREAS, Idaho Code Section 50-2006 provides for the enactment of bylaws by the Agency, and the Agency Board has reviewed certain draft 2020 Bylaws of the Agency attached hereto as Exhibit A,

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF KUNA, IDAHO, AKA THE KUNA URBAN RENEWAL AGENCY, AS FOLLOWS:

Section 1: That the above statements are true and correct.

Section 2: That any previous bylaws of the Agency, if any, are hereby repealed, superseded, and replaced by these 2020 Bylaws of the Urban Renewal Agency of the City of Kuna, Idaho, aka the Kuna Urban Renewal Agency, attached to this Resolution as Exhibit A and incorporated herein, are hereby adopted.

Section 3: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

WE THE UNDERSIGNED Being all members of the Board of Commissioners of the Urban Renewal Agency of the City of Kuna, Idaho, aka the Kuna Urban Renewal Agency, do hereby certify that the foregoing Resolution was adopted on the \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Vice-Chair

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I, the undersigned, Secretary of Kuna Urban Renewal Agency, hereby certify that the foregoing 2020 Bylaws were duly adopted as the Bylaws of said Agency on the \_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
Secretary

**2020 BYLAWS  
OF  
KUNA URBAN RENEWAL AGENCY**

**ARTICLE I  
Name**

The Urban Renewal Agency of the city of Kuna, Idaho, as created pursuant to the provisions of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (the “Law”), shall be known as the “Kuna Urban Renewal Agency” (hereinafter “Agency”) but shall also be authorized to use the name “Urban Renewal Agency of Kuna” if and as required. Under the Law, the Agency is deemed an independent, public body, corporate and politic.

**ARTICLE II  
Offices**

The principal office of the Agency in the state of Idaho shall be located in the city of Kuna, Idaho.

**ARTICLE III  
Board of Commissioners**

Section 1. The property, business, powers, and affairs of the Agency shall be managed and controlled by the Board of Commissioners thereof. The Board of Commissioners is vested with all powers as provided by the Law, as the same now exists or as may be amended hereafter.

Section 2. The Board of Commissioners shall consist of a number of members determined in accordance with the provisions of Section 50-2006, Idaho Code, as the same now exists or as may be amended hereafter and as appointed by the Mayor of the city of Kuna, Idaho with the advice and consent of the Kuna City Council. The number of commissioners of the Agency shall be not less than three nor more than nine, which number may be increased or decreased from time to time as provided for in Section 50-2006, Idaho Code.

Section 3. Commissioners shall receive no compensation for their services but shall be entitled to the necessary expenses, including travel expense, incurred in the discharge of their duties.

Section 4. Each Commissioner shall hold office until his or her successor has been appointed and qualified. A certificate of the appointment or reappointment of a Commissioner shall be filed with the City Clerk of the city of Kuna, Idaho, and such certificate shall be conclusive evidence of the due and proper appointment of such Commissioner. Any vacancy in

office shall be filled by appointment by the Mayor with the advice and consent of the Kuna City Council or as provided for by the Law.

Section 5. The qualifications and eligibility of persons to serve on the Board of Commissioners shall be as defined and described in Section 50-2006, Idaho Code, as the same now exists or may be amended hereafter.

Section 6. The Board of Commissioners shall hold regular meetings at the Kuna City Hall, 751 W. 4<sup>th</sup> Street, Kuna, Idaho, on the first Wednesday of February, March, July, August, and November at the hour of \_\_\_\_\_ .m. Regular meetings may be held at other locations with legal notice provided in accordance with Idaho State statutes. All meetings shall be noticed according to, and held in compliance with, the Idaho Open Meeting Law.

Section 7. The Chair or any two members of the Board of Commissioners has the power to call special meetings of the Board, the object of which shall be submitted to the Board as is appropriate to the circumstances or as otherwise provided by law; the call and object, as well as the disposition thereof, shall be entered upon the minutes of the Secretary. The person or persons authorized to call special meetings of the Board of Commissioners may fix any place as the place for holding any special meeting of the Board of Commissioners called by them. Notice for a special meeting to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage or other recognized emergency shall be as required by state law. Any special meetings shall be noticed according to, and held in compliance with, the Idaho Open Meeting Law.

Section 8. A majority of the members of the Board of Commissioners as fixed by Section 2 above shall constitute a quorum for the purpose of conducting business and exercising the powers of the Agency and for all other purposes. Official action may be taken by the Board of Commissioners upon a vote of a majority of the members thereof present at a duly convened regular or special meeting at which a quorum is present.

Section 9. The Board of Commissioners, by majority vote, may employ an Administrator, who shall serve as the Executive Director of the Agency. The Administrator serves at the pleasure of the Board of Commissioners and may be removed by a majority vote of the Board. The Board of Commissioners or as delegated to the Administrator is empowered to employ technical experts, legal counsel, and such other agents and employees, permanent and temporary, as the Agency may require. The compensation for all of said persons so employed shall be determined by the Board as may be delegated to the Administrator.

Section 10. The Board of Commissioners shall file with the City Clerk, city of Kuna, Idaho, on or before March 31st of each year or such date as may be set by state law, a report of its activities for the preceding calendar year which report shall include a complete financial statement setting forth the Agency's assets, liabilities, income, and operating expenses as of the end of such calendar or fiscal year. At the time of filing said report the Board of Commissioners shall cause to be published in the *Idaho Statesman*, Boise, Idaho, a notice to the

effect that such report is available for inspection during the regular business hours in the office of the City Clerk and in the office of the Agency.

Section 11. For inefficiency or neglect of duty or misconduct in office, a Commissioner may be removed by a majority vote of the local governing body only after a hearing and only after he or she shall be given a copy of the charges at least ten (10) days prior to such hearing and shall have had an opportunity to be heard in person or by counsel.

#### **ARTICLE IV** **Officers**

Section 1. The officers of the Agency shall be a Chair, a Vice-Chair, Secretary, Treasurer, and such other officers as the Board of Commissioners may deem necessary. Only the Chair and Vice Chair need be members of the Board of Commissioners. The offices of Secretary and Treasurer may be combined upon approval of the Board.

Section 2. The Board of Commissioners shall elect the Chair, Vice-Chair, Secretary, Treasurer, and such other officers as are deemed necessary for a term of one (1) year and until his or her successor is duly elected and qualified. Such elections shall occur at the regular Board meeting held in April.

Section 3. The Chair shall be the chief presiding officer of the Agency. The Chair shall, subject to the control of the Board of Commissioners, in general supervise and control all of the business and affairs of the Agency. The Chair shall, with the Secretary or any other proper officer of the Agency thereunto authorized by the Board of Commissioners, execute all deeds, bonds, contracts, and other legal documents authorized by the Board, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Commissioners, or by these Bylaws, to some other officer or agent of the Agency, or shall be required by law to be otherwise signed or executed. The Chair shall have the power to vote on any matter presented to the Board of Commissioners for their consideration. The Chair shall also have such other powers and duties as may be assigned to him or her by the Board of Commissioners.

Section 4. The Vice-Chair shall be possessed of all the powers and shall perform all the duties of the Chair in the absence or disability of the Chair. The Vice-Chair shall have the power to vote on any matter presented to the Board of Commissioners for their consideration. The Vice-Chair shall also have such other powers and duties as may be assigned to him or her by the Board of Commissioners.

Section 5. The Secretary shall cause to be kept the minutes of all proceedings of the Board; shall cause the giving and serving of all notices of meetings of the Board of Commissioners as required by these Bylaws or the law; shall provide for the execution, along with the Chair, or other corporate officer, in the name of the Agency, all deeds, bonds, contracts, and other legal documents and instruments as authorized by the Board of

Commissioners and shall be the custodian of the Agency seal, books, Bylaws, and such other books, records, and papers of the Agency as the Board of Commissioners shall direct. The Secretary shall also keep a register of the post office address of each Commissioner which shall be furnished to the Secretary by such Commissioner. In addition, he or she shall perform other duties and have such responsibilities as may be designated by the Board of Commissioners. In case of the absence or disability of the Secretary or his or her refusal or neglect to perform such duties, all duties required of the Secretary may be performed by the Chair or Vice-Chair or such other person as may be designated by the Board of Commissioners. The office of Secretary may be combined with the office of Treasurer upon approval of the Board.

Section 6. The Treasurer shall have the general custody of all the funds and securities of the Agency and shall have general supervision of the collection and disbursement of funds of the Agency. The Treasurer shall provide for the endorsement, on behalf of the Agency, for collection, checks, notes, and other obligations and shall deposit the same to the credit of the Agency in such bank or banks or depositories as the Board may designate. He or she may sign, with the Chair or such other person or persons as may be designated for said purpose by the Board of Commissioners, all negotiable instruments. He or she shall enter or cause to be entered regularly in the books of the Agency full and accurate account of all monies received and paid by him or her on account of the Agency; shall at all reasonable times exhibit the Agency books and accounts to any Commissioner of the Agency at the office of the Agency during regular business hours; and, whenever required by the Board or the Chair, shall render a statement of his or her accounts. He or she shall perform such other duties as may be prescribed from time to time by the Board of Commissioners or by these Bylaws. The Treasurer shall give bond for the faithful performance of his or her duties in such sum and with such surety as shall be required by the Board of Commissioners. The office of Treasurer may be combined with the office of Secretary upon approval of the Board.

Section 7. The officers of the Board of Commissioners that are members of the Board of Commissioners shall not receive any salaries for their services.

Section 8. If any of the foregoing offices described in this Article shall, for any reason, become vacant, the Board of Commissioners shall elect a successor who shall hold office for the unexpired term and until a successor is elected and qualified.

## **ARTICLE V**

### **Miscellaneous**

Section 1. The Board of Commissioners may appoint one or more committees to investigate and study matters of Agency business and thereafter to report on and make recommendations concerning said matters assigned to the Board of Commissioners. When possible each of said committees shall be chaired by a member of the Board of Commissioners, but said committees may be comprised of persons other than members of the Board of Commissioners. No such committee shall have the power to make final Agency decisions and power being vested solely in the Commissioners. The terms of office, the persons serving, the

matters to be studied, and all procedural decisions shall be made and decided by the Board of Commissioners.

The Board of Commissioners may establish an Executive Committee, consisting of the Board Chair and Vice-Chair or Secretary or Treasurer (or the combined office of Secretary/Treasurer), but no more than two board members, to investigate and study certain matters of the Agency without the necessity of convening a meeting of the full Board of Commissioners. The Executive Committee, upon recommendation of the Administrator (if an administrator has been appointed) will have the authority to approve invoices or expenses in an amount not to exceed up to \$2,000 with required copy of the invoice or bill and payment voucher distributed to all members of the Board electronically, prior to the payment. The invoice and payment voucher shall be presented to the Board at its next Board meeting for review and ratification. The Executive Committee shall report its activities to the full Board at one of the monthly Board meetings. Specific matters to be studied and any procedural protocol of the Executive Committee shall be defined by the Board of Commissioners and may be revised from time to time as appropriate by the full Commission.

Section 2. In addition to such bank accounts as may be authorized in the usual manner by resolution of the Board of Commissioners, the Treasurer of the Agency, with the approval of the Chair, may authorize such bank accounts to be opened or maintained in the name and on behalf of the Agency as he or she may deem necessary or appropriate. Payments from such bank accounts are to be made upon the check of the Agency, each of which checks shall be signed by two of such Commissioners, officers, or bonded employees of the Agency as shall be authorized by the Board of Commissioners. All funds of the Agency not otherwise employed shall be deposited from time to time to the credit of the Agency in such banks, trust companies, or other depositories as the Board of Commissioners may select.

Section 3. No loans shall be contracted on behalf of the Agency and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Commissioners and in compliance with the Law. Such authority may be general or confined to specific instances.

Section 4. All checks, drafts or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Agency, shall be signed by such officer or officers, agent or agents of the Agency and in such manner as shall from time to time be determined by the Board of Commissioners.

Section 5. The Board of Commissioners may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Agency, and such authority may be general or confined to specific instances.

Section 6. The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern regular and special meetings of the Board of Commissioners or

state law in all cases to which they are applicable and in which they are not inconsistent with these Bylaws and any special rules of order the Board of Commissioners may adopt.

Section 7. The Board of Commissioners adopts the official newspaper the City of Kuna has designated pursuant to Idaho Code § 50-231.

**ARTICLE VI  
Fiscal Year**

The fiscal year of the Agency shall begin on October 1 and end on September 30 of the succeeding calendar year.

**ARTICLE VII  
Amendments**

These Bylaws may be further repealed, amended, or new bylaws adopted at any regular or special meeting for such purpose of the Board of Commissioners by a majority vote of all members of said Board of Commissioners.

We, the undersigned, being all of the members of the Board of Commissioners of the Kuna Urban Renewal Agency, do hereby certify that the foregoing Bylaws were duly and regularly adopted as the Bylaws of said Agency by the written approval of a majority of all of the members of the Board of Commissioners of said Agency on the \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Vice-Chair

\_\_\_\_\_

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\_\_\_\_\_

I, the undersigned, Secretary of Kuna Urban Renewal Agency, hereby certify that the foregoing Bylaws were duly adopted as the Bylaws of said Agency on the \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
Secretary

RYAN P. ARMBRUSTER  
MEGHAN SULLIVAN CONRAD

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ELAM & BURKE  
ATTORNEYS AT LAW

April 17, 2020

Board of Commissioners  
Kuna Urban Renewal Agency

Re: Engagement of Elam & Burke

Dear Board of Commissioners:

Thank you for considering Elam & Burke, P.A. (“Firm”) to assist the Kuna Urban Renewal Agency (“Agency”) on certain legal matters relating to the preparation of an urban renewal/revenue allocation area (the “Project Area”) and adoption of an urban renewal plan (the “Plan”) for the proposed West Downtown District and possibly the East Kuna District. The Firm will also assist the Agency with general legal services as described below.

The purpose of this letter is to confirm our agreement with you about what services are to be performed in connection with the preparation and approval of the Plan for the Project Area for the West Downtown District and for the East Kuna District if the Agency decides to proceed with the proposed East Kuna District. The proposed scope of work includes two phases: work related to the Agency and City Council’s consideration of the eligibility study and if the findings of eligibility are made by the City Council, then work related to the Plan approval process. Additionally, the Firm would also provide guidance related to the appointment of the Agency board, funding, and general best practices.

For the scope of services to be provided, the Firm charges \$225 per hour for shareholders, \$200 per hour for associates, and \$100 per hour for paralegal time. Ryan Armbruster and I would serve as the primary contacts on any engagement. These rates are subject to change after reasonable notice. We will also bill you for office expenses such as postage, printing, and travel. Please understand we will bill you for all attorney and/or paralegal time expended on the legal work we do for you. This will include, among other things, time spent in appointments, meetings, telephone calls, consulting with others, document review, drafting documents, travel and attending Kuna City Council and Agency meetings, either in person or by telephone. The estimated total attorney fee cost for legal work for each phase as set forth below is an estimate only. The ultimate cost of work to the client is determined by many factors that cannot be predicted.

We will bill the Agency on a monthly basis for the services and costs incurred on its behalf. The Agency agrees to pay such bills within thirty days of receiving them. If fees and

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costs are not paid within thirty days following the invoice date, we may terminate our engagement but retain the right to collect all amounts due and unpaid by the Agency. Failure to pay the bill by the ninetieth (90th) day after receipt will result in the imposition of a late charge equal to eighteen percent (18%) per annum on the unpaid balance. In the event that it becomes necessary for us to undertake collection procedures against the Agency, the Agency will be liable for our expenses and attorney fees incurred in doing so.

We understand the Agency reserves the right to terminate our services at any time or for any reason whatsoever with thirty (30) days' written notice. Subject only to the applicable rules of attorney conduct, termination of the Firm will not eliminate the requirement to pay the Firm for fees and other charges incurred prior to receipt of notice of the termination or for fees and other charges incurred after receipt of notice that were nevertheless reasonably necessary to protect client interests. To the extent permitted by the applicable rules of attorney conduct, the Firm reserves the right to terminate this relationship for reasons, including, but not limited to, nonpayment of sums due, failure to cooperate fully and appropriately with you, and conflicts of interest with thirty (30) days' written notice. Failure to pay the bill by the ninetieth (90th) day after receipt will result in the imposition of a late charge equal to eighteen percent (18%) per annum on the unpaid balance.

### **West Downtown District Plan**

#### *Phase One: Eligibility Report*

We understand J-U-B Engineers, Inc. ("J-U-B") has been retained to study a specific geographic area and to prepare an eligibility report. The Firm's scope of work for the eligibility phase is anticipated to include the following:

- Preparation of a plan approval timeline
- Coordination and follow up with J-U-B, including review and comment on the draft eligibility study
- Review Board appointment process and funding, and coordinate with Kuna City Attorney regarding the same
- Preparation of an Agency resolution to accept the eligibility study (if determined to be necessary)
- Coordination with Ada County Prosecutor concerning Board of County Commissioners' ("BOCC") findings regarding eligibility (if determined to be necessary)
- Preparation of County resolution regarding eligibility findings (if determined to be necessary)
- Coordination with Kuna City Attorney concerning City Council consideration of the eligibility report
- Preparation of City Council resolution to approve the eligibility study and authorization to prepare the urban renewal plan
- Attend Agency, BOCC, and City Council meetings as may be necessary

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Based upon the above scope of work, our experience has been the amount of legal services incurred for the eligibility phase, including work related to Board appointment and funding, totals an estimated \$10,000.

*Phase Two: Plan Approval Process*

Following City Council consideration of the eligibility report, making the findings of eligibility and directing the Agency to prepare the urban renewal plan, the second phase scope of work relating to the plan approval process will commence.

For this phase, if it has not been done already, we understand an independent, third-party consultant will be retained to prepare the necessary attachment to the Plan referred to as the economic feasibility study, which includes a review of the proposed project costs, anticipated revenue projections, cash flow analysis, and a conclusion that any proposed project or scope of work is financially feasible. We would assist the consultant in the preparation of the economic feasibility study and review the study's content but would not be responsible for the preparation of the data or the analysis of the data. Further, the consultant would work with Agency and City staff, developers, and others to identify potentially reimbursable public improvements and the estimated costs of those improvements.

The Firm's scope of work for this phase includes the preparation of the Plan through the Kuna City Council's adoption of the ordinance approving the Plan and contemplates the following anticipated tasks:

- Preparation of an updated plan approval timeline
- Negotiation and coordination with Ada County Highway District regarding levy rate
- Preparation of an urban renewal plan
- Coordination with Agency/City staff and consultant on preparation of the urban renewal plan
- Preparation of the Agency resolution to approve the plan
- Attend Agency meeting to review and/or consider the plan for approval
- Prepare correspondence to the City formally submitting the Plan for consideration by the City Council
- Prepare the hearing publication notice
- Prepare correspondence to taxing entities concerning the proposed new plan area and public hearing notice
- Coordinate with Ada County Prosecutor regarding BOCC consideration of an intergovernmental agreement (if determined to be necessary)
- Prepare intergovernmental agreement and corresponding resolution (if determined to be necessary)
- Prepare City Council resolution regarding the intergovernmental agreement with Ada County (if determined to be necessary)
- Prepare City Council ordinance approving the plan

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- Prepare post-ordinance adoption transmittal letters to state tax commission, county officials, and others regarding filing and recordation of documents
- Prepare post-ordinance adoption transmittal letters to the taxing entities

Please note the above scope of work does not include retention of a surveyor or engineer to prepare the necessary map and legal description, which we understand will be coordinated by Agency/City staff and/or J-U-B.

In order to facilitate the approval of the Plan process, reduce the overall cost, and provide the most efficient method for the approval of the Plan, several activities would need to be accomplished by City resources or City officials:

1. the required mapping and legal description of the Project Area, as well as assuring that the legal description and map meet the standards of the Tax Commission and/or the County Assessor;
2. distribution and publication of the required notices and other documents which must be provided under state law;
3. filing and recording of the required documents with the taxing entities, the County Assessor, County Recorder, and Tax Commission; and
4. input and assistance from the City and others on the desired or required public improvements and facilities and cooperation from property owners or others on potential new development within the proposed Project Area.

While we do not need to be physically present at all meetings related to the eligibility report approval process and/or the plan and/or plan approval process, there are specific points in the process where personal attendance is strongly recommended such as any work sessions between Agency and City, Agency approval of the eligibility report and the plan, and City Council approval of the eligibility report and plan. Otherwise, we may be able to be present telephonically at meetings depending on the will of the Board.

Based upon the scope of work related to the creation and approval of the urban renewal plan, our experience has been the amount of legal services incurred totals an estimated \$30,000-\$35,000 plus the consultant's fees for each plan area. These estimates are based on a fairly straight forward, proposed project. Complex uses and opposition from other taxing entities and the public could substantially increase that estimate.

### **East Kuna District Plan**

If the Agency decides to pursue creation of the East Kuna District Plan, the Phase One and Phase Two scope of work as outlined above would be the same, including the estimated costs.

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### General Services

The Firm agrees to provide legal services, specifically urban renewal services to the Agency, including, but not necessarily limited to, compliance with applicable statutes and rules, assistance with responding to requests for information under the Idaho public records law, assistance with updating client documents, preparation of statutory notices and agendas, attendance at Agency meetings, and preparing appropriate agreements, opinions, and other documents along with other specific assignments. We have also found that attendance at Agency meetings is important for providing the best service to the client as it allows for counsel to be advised of issues and/or potential issues as they arise, and helps to create a more efficient working relationship between the Agency and counsel.

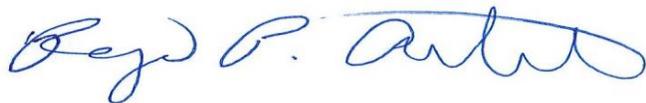
### Approval

If the foregoing terms of this engagement are acceptable to you, please obtain the required and applicable approval and return a signed copy of the enclosed letter, retaining an original for your files.

We are pleased to have the opportunity to serve as your counsel and look forward to a mutually satisfactory and beneficial relationship. We are deeply committed to the proposition that our clients must be satisfied with the quality of our services as well as the amount of our charges. Our effectiveness and your best interest are enhanced by an atmosphere of candor and confidence between us, not only as to the facts and circumstances of the legal issues on which we are working but also as to the attorney-client relationship itself. If at any time you have questions concerning our work or our fees, we hope that you will contact us immediately.

Sincerely,

ELAM & BURKE  
*A Professional Association*



Ryan P. Armbruster



Meghan S. Conrad

MSC/ksk

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Accepted and Approved:

KUNA URBAN RENEWAL AGENCY

By \_\_\_\_\_  
Chair

\_\_\_\_\_ Dated

4826-2693-7273, v. 1

RESOLUTION NO. 2020-02

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF KUNA, IDAHO, AKA THE KUNA URBAN RENEWAL AGENCY:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF KUNA, IDAHO, AKA THE KUNA URBAN RENEWAL AGENCY, ACCEPTING THAT CERTAIN REPORT ON ELIGIBILITY FOR CERTAIN PROPERTY REFERRED TO AS THE KUNA WEST DISTRICT AREA AS AN URBAN RENEWAL AREA AND REVENUE ALLOCATION AREA AND JUSTIFICATION FOR DESIGNATING THE AREA AS APPROPRIATE FOR AN URBAN RENEWAL PROJECT; AUTHORIZING AND DIRECTING THE CHAIR TO TRANSMIT THE REPORT AND THIS RESOLUTION TO THE CITY COUNCIL OF THE CITY OF KUNA REQUESTING ITS CONSIDERATION FOR DESIGNATION OF AN URBAN RENEWAL AREA AND SEEKING FURTHER DIRECTION FROM THE COUNCIL; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, made on the date hereinafter set forth by the Urban Renewal Agency of the City of Kuna, Idaho, also known as the Kuna Urban Renewal Agency, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (hereinafter the "Law") and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (hereinafter the "Act"), a duly created and functioning urban renewal agency for Kuna, Idaho, hereinafter referred to as the "Agency."

WHEREAS, the city of Kuna ("City") previously obtained an eligibility report, which examined an area bounded generally by West Fourth Street, Linder Avenue/Swan Falls Road, Union Pacific Railroad right-of-way, Shortline Street, West Avalon, and School Avenue, and adjacent areas, including an area bounded by Swan Falls Road, Stagecoach Way, and Union Pacific right-of-way, and commercially designated property along Avalon Street between Linder and Kay Avenue, for the purpose of determining whether such area is a deteriorating area and deteriorated area as defined by Idaho Code, Sections 50-2018(9) and 50-2903(8)(b);

WHEREAS, that Eligibility Report (referred to as the "Initial Report"), dated November 7, 2003, was submitted to the Mayor and City Council.

WHEREAS, the City Council and Mayor of the City on or about December 22, 2003, adopted and approved Resolution No. 208, creating the Agency, authorizing it to transact business and exercise the powers granted by the Law and the Act, upon making the findings of necessity required for creating the Agency, and authorizing the Agency to commence the planning process to prepare an urban renewal plan;

WHEREAS, such area examined in the Initial Report was determined to be a deteriorating and deteriorated area as defined by the Law and Act;

WHEREAS, the Agency obtained a revised Report, dated July 16, 2004 (the "Revised Report"), prepared by Harlan W. Mann, which examined an area several blocks at the east end of downtown Kuna;

WHEREAS, the City Council and the Mayor, on or about August 3, 2004, adopted and approved Resolution No. 208A, determining a certain additional area in downtown Kuna to be a deteriorating and deteriorated area as defined by the Law and Act, directing the Agency to commence and complete the preparation of an urban renewal plan, and providing for an effective date;

WHEREAS, such area examined in the Revised Report was determined to be a deteriorating and deteriorated area as defined by the Law and Act;

WHEREAS, the Agency caused a draft urban renewal plan to be prepared;

WHEREAS, the City Council and the Mayor, on or about December 21, 2004, adopted and approved Resolution No. 223, repealing Resolution No. 208 and Resolution No. 208A, which created the Agency and authorized it to transact business and exercise the powers granted by the Law and Act;

WHEREAS, the City recognized that there are certain factual prerequisites to the empowerment of the Agency and the ultimate adoption of an urban renewal plan containing revenue allocation financing provisions;

WHEREAS, one such area was originally examined and determined to be a deteriorating or deteriorated area as defined in the Law and the Act in the Report and Revised Report prepared by Harlan W. Mann;

WHEREAS, the area originally examined in the Initial Report and Revised Report continues to be a deteriorating or deteriorated area;

WHEREAS, the comprehensive plan for the City was revised and amended, and during that process information was presented indicating there are additional deteriorating and deteriorated areas within the City, including the city center and urban core as indicated in that certain staff report dated April 18, 2011;

WHEREAS, the City Council and Mayor of the City, on or about May 3, 2011, adopted and approved Resolution No. R21-2011, recreating the Agency, authorizing it to transact business and exercise the powers granted by the Law and the Act, upon making the findings of necessity

required for creating the Agency, and authorizing the Agency to commence the planning process to prepare an urban renewal plan;

WHEREAS, since the adoption of Resolution No. R21-2011, there have been meetings and considerations by and between City Officials, City Staff and stakeholders, as to how best to use the tools under the Law and the Act

WHEREAS, in the fall of 2019, the City authorized J-U-B Engineers, Inc. to commence an eligibility study and preparation of an eligibility report of an area located at the southernmost portion of Highway 69/Meridian Road and extending south to the Union Pacific Rail Line and west along West Avalon Street to encompass portions of Linder Avenue and Franklin Avenue. The area continues west to include all properties from Linder Avenue to Ten Mile Road and from 4th Street to West Avalon Street. Additional properties are also included on the south side of the Union Pacific Rail Line along West Shortline Street and East Stagecoach Way. The area studied consists of both properties located within the City limits as well as within the area of City impact, in unincorporated Ada County;

WHEREAS, the Agency has obtained an eligibility study (the "2020 Report"), which examined an area within the area of operation of the City, in an area known as the Kuna West District Study Area, which area also included real property located within unincorporated Ada County ("Study Area") for the purpose of determining whether such area was a deteriorating area and/or a deteriorated area as defined by Idaho Code Sections 50-2018(9) and 50-2903(8);

WHEREAS, the 2020 Report has been submitted to the Agency, a copy of which is attached hereto as Exhibit A;

WHEREAS, under the Act, a deteriorated area includes any area which is predominantly open and which, because of obsolete platting, diversity of ownership, deterioration of structures or improvements, or otherwise, results in economic underdevelopment of the area or substantially impairs or arrests the sound growth of a municipality. See Idaho Code § 50-2903(8)(c);

WHEREAS, Idaho Code §§ 50-2018(9), 50-2903(8) and 50-2008(d) list additional conditions applicable to open land areas, including open land areas to be acquired by the Agency;

WHEREAS, the 2020 Study addresses the necessary findings concerning including open land within any urban renewal area as defined in Idaho Code Sections 50-2018(9), 50-2903(8)(c), and 50-2008(d);

WHEREAS, under the Law and Act, Idaho Code Sections 50-2903(8)(f) and 50-2018(8) and (9), the definition of a deteriorating area shall not apply to any agricultural operation as defined in section 22-4502(2), Idaho Code, absent the consent of the owner of the agricultural operation except for an agricultural operation that has not been used for three (3) consecutive years;

WHEREAS, the 2020 Report includes parcels subject to such consent. While the necessary consents have not been obtained, any and all consents shall be obtained prior to City Council consideration of any urban renewal plan;

WHEREAS, Idaho Code Section 50-2018(18) provides that an urban renewal agency cannot exercise jurisdiction over any area outside the city limits without the approval of the other city or county declaring the need for an urban renewal plan for the proposed area:

WHEREAS, a portion of the Study Area includes certain real property located in unincorporated Ada County;

WHEREAS, if it is determined any portion of the real property located in unincorporated Ada County is planned to be included in any proposed urban renewal project, the Ada County Board of County Commissioners will be asked to adopt a resolution finding the need for an urban renewal project for the proposed Study Area;

WHEREAS, pursuant to Idaho Code Section 50-2008, an urban renewal project may not be planned or initiated unless the local governing body has, by resolution, determined such area to be a deteriorated area or deteriorating area, or combination thereof, and designated such area as appropriate for an urban renewal project;

WHEREAS, Idaho Code Section 50-2906, also requires that in order to adopt an urban renewal plan containing a revenue allocation financing provision, the local governing body must make a finding or determination that the area included in such plan is a deteriorated area or deteriorating area;

WHEREAS, the Agency Board finds it in the best public interest to accept the 2020 Report.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF KUNA, IDAHO, AKA THE KUNA URBAN RENEWAL AGENCY, AS FOLLOWS:

Section 1. That the above statements are true and correct.

Section 2. That the Agency Board acknowledges acceptance and receipt of the 2020 Report.

Section 3. That there are one or more areas within the City that are a deteriorating area or a deteriorated area as defined by Idaho Code Sections 50-2018(9) and 50-2903(8).

Section 4. That one such area is an area approximately 842 acres in size and more commonly known as the Kuna West District area. The area is located at the southernmost portion

of Highway 69/Meridian Road and extending south to the Union Pacific Rail Line and west along West Avalon Street to encompass portions of Linder Avenue and Franklin Avenue. The area continues west to include all properties from Linder Avenue to Ten Mile Road and from 4th Street to West Avalon Street. Additional properties are also included on the south side of the Union Pacific Rail Line along West Shortline Street and East Stagecoach Way. The area studied consists of both properties located within the City limits as well as within the area of City impact, in unincorporated Ada County;

Section 5. That the rehabilitation, conservation, and redevelopment, or a combination thereof, of such area is necessary in the interest of the public health, safety, and welfare of the residents of the City.

Section 6. That the Chair of the Agency Board of Commissioners is hereby authorized to transmit the 2020 Report to the Kuna City Council requesting that the City Council:

a. Determine whether the Study Area identified in the 2020 Report qualifies as an urban renewal project and there is justification for designating the area, as appropriate, for an urban renewal project; Provided, however, that if it is determined any portion of the real property located in unincorporated Ada County is planned to be included in any proposed urban renewal project, the Ada County Board of County Commissioners will be asked to adopt a resolution finding the need for an urban renewal project for the proposed Study Area;

b. If such designation is made, whether the Agency should proceed with the preparation of an urban renewal plan for the area, which plan may include a revenue allocation provision as allowed by law; and

c. Coordinate with the Agency to obtain the required agricultural consent from the property owners.

Section 7. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Kuna, Idaho, also known as the Kuna Urban Renewal Agency, on April 24, 2020. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on April 24, 2020.

APPROVED:

By \_\_\_\_\_  
Chair of the Board

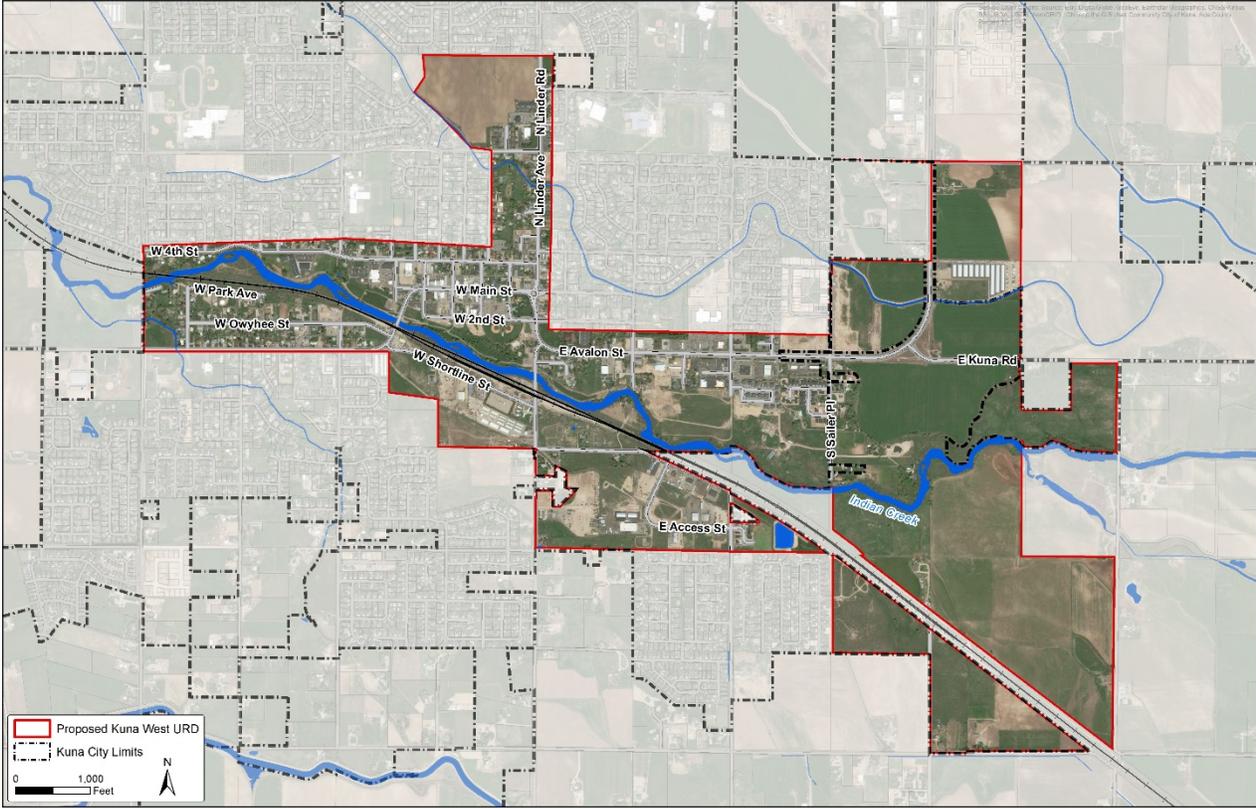
ATTEST:

By \_\_\_\_\_  
Secretary

4852-1175-6473, v. 1

# Kuna Urban Renewal District Eligibility Study

## KUNA WEST DISTRICT



This document was prepared for the City of Kuna by J-U-B Engineers, Inc.



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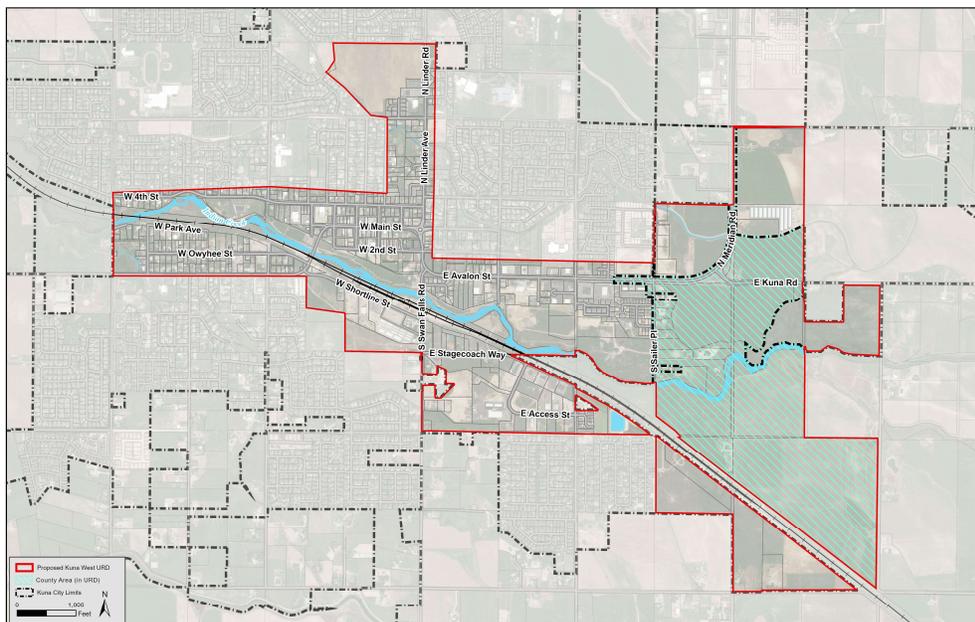
## Executive Summary

This Urban Renewal Eligibility Report (the “Report”) provides the technical support for a policy decision by the City of Kuna Urban Renewal Agency, Mayor and City Council to create a new urban renewal district in downtown Kuna. Properties within the proposed urban renewal Study Area (the “Study Area”) are modest and, in many cases, exhibit deteriorating conditions, however they are essential to the community’s future economic vitality. This Report provides the basis to declare the study area as a deteriorating area, as set forth in Idaho Code Sections 50-2018(9) and 50-2903(8)(b).

## Location

The Study Area is generally located at the southernmost portion of Highway 69/Meridian Road and extends south to the Union Pacific Rail Line and west along West Avalon Street to encompass portions of Linder Avenue and Franklin Avenue. The Study Area continues west to include all properties from Linder Avenue to Ten Mile Road and from 4<sup>th</sup> Street to West Avalon Street. Additional properties are also included on the south side of the Union Pacific Rail Line along West Shortline Street and East Stagecoach Way. Currently, the Study Area consists of both properties located within the City limits as well as within the area of city impact, in unincorporated Ada County as seen in **Figure 1**. The Board of County Commissioners will need to concur with the findings in the eligibility report by the adoption of a resolution [Idaho Code 50-2018(18)] prior to the start of any planning documents that will include areas in unincorporated Ada County. Depending on the timing of this planning process, it is possible the parcels located within unincorporated Ada County may not be included in any proposed urban renewal district.

Figure 1 - Proposed Kuna West Downtown District



## Characteristics

The Study Area contains approximately 842 acres with a mix of land uses (industrial, commercial and residential). The Study Area is comprised of commercial corridors, the City's Main Street, and older residential neighborhoods. The Study Area contains some agricultural properties that are vacant and have previously been farmed within the last three years that may have the potential to be developed, with block sizes and lots/parcels and blocks exceeding 75,000 square feet in size. These agricultural properties will require owner consent forms pursuant to Idaho Code Section 50-2018(9) and 50-2903(8)(f). The older residential areas are developed on a tighter grid block system. Both the commercial corridors (Avalon Street and Main Street) and neighborhoods exhibit some deteriorating building facades and public infrastructure. Furthermore, some areas lack curb, gutter, sidewalks, stormwater facilities and lighting.

## Conclusion

The Study Area is found to be eligible under the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code as it conforms to the definition of a "deteriorating area" specifically outlined in the Present Conditions in the Study Area section of this report. **Figure 2** illustrates the types of conditions that exist that qualify the Study Area for an urban renewal plan/project as set forth in Idaho Code Sections 50-2018(9) and 50-2903(8)(b).

Figure 2 - Looking north on 2<sup>nd</sup> Street



*Figure 2 displays the deterioration of the pavement edge which qualifies under eligibility criteria 5, deterioration of site or other improvements.*

## City of Kuna Urban Renewal Agency

The proposed urban renewal district will be the first urban renewal district established within the City of Kuna; however, there was a prior effort that went to City Council before the process was terminated and a decision was made to not adopt an Urban Renewal Plan that was prepared at the time. The City of Kuna voted to approve Resolution No. R21-2011 on May 3, 2011 to establish an Urban Renewal Agency. Though an Urban Renewal Agency has been in existence since 2011, it has remained dormant. The Mayor, with the advice and consent of the City Council, appointed individuals to serve as the City of Kuna Urban Renewal Agency Commission for the newly proposed Kuna West urban renewal district. The Agency Commissioners were appointed on March 17, 2020 during a regularly scheduled city council meeting.

In the fall of 2019, the City engaged the services of J-U-B ENGINEERS, Inc. (J-U-B) to analyze the Study Area and prepare an eligibility report to determine if it meets the criteria for consideration of an urban renewal district.

## Purpose of Report

This eligibility report serves as “Step 1” in creating an urban renewal district. Upon approval of this report, an urban renewal plan will need to be prepared pursuant to Idaho Code Section 50-2905 and 50-2008, in part, to identify specific projects and improvements to be made within the proposed district.

This Report focuses on a Study Area of approximately 842 acres that encompasses commercial corridors, the City’s Main Street, and older residential neighborhoods. The Study Area examined in this report is generally described as bordering Indian Creek and the Union Pacific Rail Line.

The purpose of this report is to determine if the Study Area meets the criteria outlined in Idaho statutes, Idaho Code Sections 50-2018(9) and 50-2903(8)(b), defining a “deteriorating area.”

## Background

The City’s population has grown 33 percent from 2010 to 2018 according to U.S. Census data (*American Community Survey*). Although there have been commercial and industrial building permits issued within the City in recent years, the number of permits for dwelling units quadrupled in two years, climbing from 365 in 2014 to 1,854 in 2016. This

### STEPS TO CREATE AN URBAN RENEWAL DISTRICT

- 1.** Develop Eligibility Study to determine if an area meets the eligibility requirements set forth in the definitions of a deteriorated area and/or a deteriorating area in the Law and Act.
- 2.** Approval of a resolution by the City Council to authorize the Agency to prepare an urban renewal plan for the area.
- 3.** Prepare an urban renewal plan and recommend its approval to the City Council.
- 4.** Referring the urban renewal plan to the Planning and Zoning Commission and setting a public hearing before the City Council to review the plan.
- 5.** The adoption of a City Council ordinance after conducting the public hearing approving the urban renewal plan.

increase in residential buildings permits has remained constant since the 2016 boom. To balance this residential growth, the City Council is investing in the possible creation of a proposed urban renewal district to increase employment opportunities, foster public/private partnerships, and to increase the tax base within a major portion of the City's commercial and industrially-zoned land.

## Present Conditions in the Study Area

### Methodology

Conditions were evaluated in the Study Area through site visits conducted by City staff and J-U-B analysts, contacts with various City officials, and a review of public infrastructure inventory maps and assessor property information.

### Deteriorating Area Characteristics

Under Idaho law, an area must meet the definition of a deteriorated or a deteriorating area in order to be eligible for inclusion in an urban renewal area. For the purpose of this report, the analysis was focused on whether the proposed area meets the requirements of I.C. 50-2018(9) and 50-2903(8)(b) for a deteriorating area, which is attached as **Appendix A**. In order to qualify as a deteriorating area, the proposed district must meet at least one of the nine conditions listed. The residential property shown in **Figure 3** qualifies as one of a substantial number of deteriorating structures within the study area that qualifies for eligibility Criteria 1, the presence of a substantial number of deteriorated or deteriorating structures.

Figure 3 – Present Conditions



The nine (9) eligibility criteria include:

**1. The presence of a substantial number of deteriorated or deteriorating structures.**

Deteriorated or deteriorating structures are those that are so run down that they would qualify to be demolished, allowing the land to be repurposed for other uses. Newer structures and those that have been substantially rehabilitated within the last five to ten years are not considered deteriorating. This criterion was evaluated by completing a windshield survey, an informal survey comprised of driving around the community and recording observations, of the Study Area during January of 2020 and noted the absence or presence of the following conditions:

- Broken or missing brick
- Chimney damage
- Fascia damage
- Holes in siding
- Damaged or missing shingles
- Cracked or damaged windows

While there are newer and rehabilitated structures at various locations, there are older deteriorating structures within the Study Area. A total of 707 structures were included in the windshield survey. Of those, a total of 187 showed some sign of deterioration, meeting at least three or more deterioration factors. Based on field evidence, deteriorating structures are found to be meaningfully present, and reasonably distributed, throughout the Study Area. Numerous deteriorated structures were identified in the area, depicted with yellow and red dots on **Figure 4**. Field observations are reflected in **Appendix B**. **This criterion is met.**

**2. Predominance of defective or inadequate street layout.**

This criteria involves the overall condition of the existing street layout, the appropriateness of the layout, and overall connectivity of streets within the Study Area. The proposed district includes major entryway corridors into the City including Linder Road and Highway 69/Meridian Road. The Union Pacific Rail Line also bisects north/south Kuna in the proposed district. North-south vehicle and pedestrian/bicycle are strictly limited to South Swan Falls Road and Bridge Avenue.

The corridor formed by the rail line and Indian Creek running diagonally through the town center have historically impacted development activities. Appropriate vehicular crossings are limited, thus impeding future development of these areas. Some large lots (5 acres and greater) remain along this corridor and so internal or secondary street systems have not been realized.

The Study Area also exhibits connectivity issues related to pedestrian and bicycle activity. For example, on Bridge Avenue a trail/sidewalk is only available on the west side of the roadway while there is no pedestrian access along South Swan Falls Road. There are no bicycle lanes or facilities along either roadway, as there is inadequate street width to provide them. Aside from Main Street, the bicycle and pedestrian connectivity is spotty as there are inconsistencies where bicycle lanes

and sidewalks exist along with minor roadway improvements and/or redevelopment. See **Figure 4** where inadequate street infrastructure is depicted with purple lines. Improved street and bicycle/pedestrian connectivity within and between these areas will address street layout issues in the Study Area. **This criterion is met.**

### 3. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.

Faulty lot layout was analyzed by determining areas with 75,000 square feet as the threshold for large lots and blocks. This threshold was established based on 300-foot x 250 foot blocks. Oversized lots and blocks are mostly located in the south and east parts of the Study Area, with a few located northwest of Study Area. These large lots and blocks also present issues with accessibility, connectivity and usefulness. Converting the existing smaller residential lots to mixed use/commercial uses also present challenges with accommodating access, parking, and site circulation. There is a diversity of lot sizes in the core, but it appears that the average width falls between 50 and 75 feet and the depths are between 125 and 150 feet. The median lot size within the Study Area is 0.24 acres or 10,500 square feet. Providing parking on these lots can become problematic at moderate to higher densities. The large lots and large blocks are reflected with blue dots and oversized blocks are identified with green dots on **Figure 4**. In addition, the large lots are shaded orange and small lots are shaded blue on **Figure 5**. **This criterion is met.**

### 4. Insanitary or unsafe conditions.

Typical insanitary conditions include excessive amounts of junk, trash, and weeds in violation of the City's Health and Safety code. Unsafe conditions are those where crime is an issue and/or where people generally feel unsafe due to lack of illumination, sidewalks, activity, etc. Most of these conditions are found within the older residential neighborhoods; however, the older commercial corridors along Main Street and Avalon Street displayed these conditions as well.

Some of the deteriorated streets and curbs experience drainage issues related to cracked and/or rutting surfaces. However, flooding is not a concern as the reach of Indian Creek through Kuna is within the 100-year floodplain.

Properties exhibiting insanitary or unsafe conditions as described above are indicated with orange dots on **Figure 4**. Properties which are vacant, underutilized, or without sufficient infrastructure are indicated with red dots on **Figure 4**. **This criterion is met.**

### 5. Deterioration of site or other improvements.

Site improvements include illumination, pavement, sidewalks, parking, fencing, or landscaping. Much of the existing street infrastructure within the Study Area is considered deteriorating as signs of rutting and cracking are exhibited, except in

limited areas where the City has completed a street improvement project or new development has just been completed. Many of the developed properties have deteriorating site improvements such as fencing.

Most deteriorating site improvements are located within the existing street systems with a lack of illumination, storm drainage systems, sidewalks, curbs, gutters and designated on-street parking. Sidewalks are lacking on most streets within the Study Area, other than Main Street, as only portions of the roadway contained sidewalk. As a whole, sidewalk connectivity throughout the Study Area was minimal. See **Figure 4**, where these conditions are identified with purple lines and colored dots, and **Figure 6**, where the existing sidewalks shown with yellow lines demonstrate several gaps and lack of sidewalks. **This criterion is met.**

#### 6. Diversity of ownership.

There is a diversity of ownership in the area that will require assemblage of property to occur. **This criterion is met.**

#### 7. Tax and special assessment delinquency exceeding the fair value of the land.

There are currently not any reliable resources to review these conditions. These conditions are unknown.

#### 8. Defective and unusual conditions of title.

There are currently not any reliable resources to review these conditions. These conditions are unknown.

#### 9. The existence of conditions which endanger life or property by fire and other causes.

Flood hazards and inadequate fire protection facilities to accommodate development are contributing factors of this criteria. While flooding is not a concern in Kuna, there is a concern regarding availability of infrastructure to provide adequate fire protection services. The areas located in the southeast portions of the Study Area around Meridian Road/Highway are comprised of large lots and blocks with limited water mains and hydrants. Additional water mains and fire hydrants would be necessary to serve new development. See **Figure 7**. **This criterion is met.**

## Summary

The Study Area meets the criteria for declaring the area deteriorating based on deteriorated structures, defective street layout, faulty lot layout, unsafe conditions, and inadequate fire facilities.

FIGURE 4 - DETERIORATING CONDITIONS

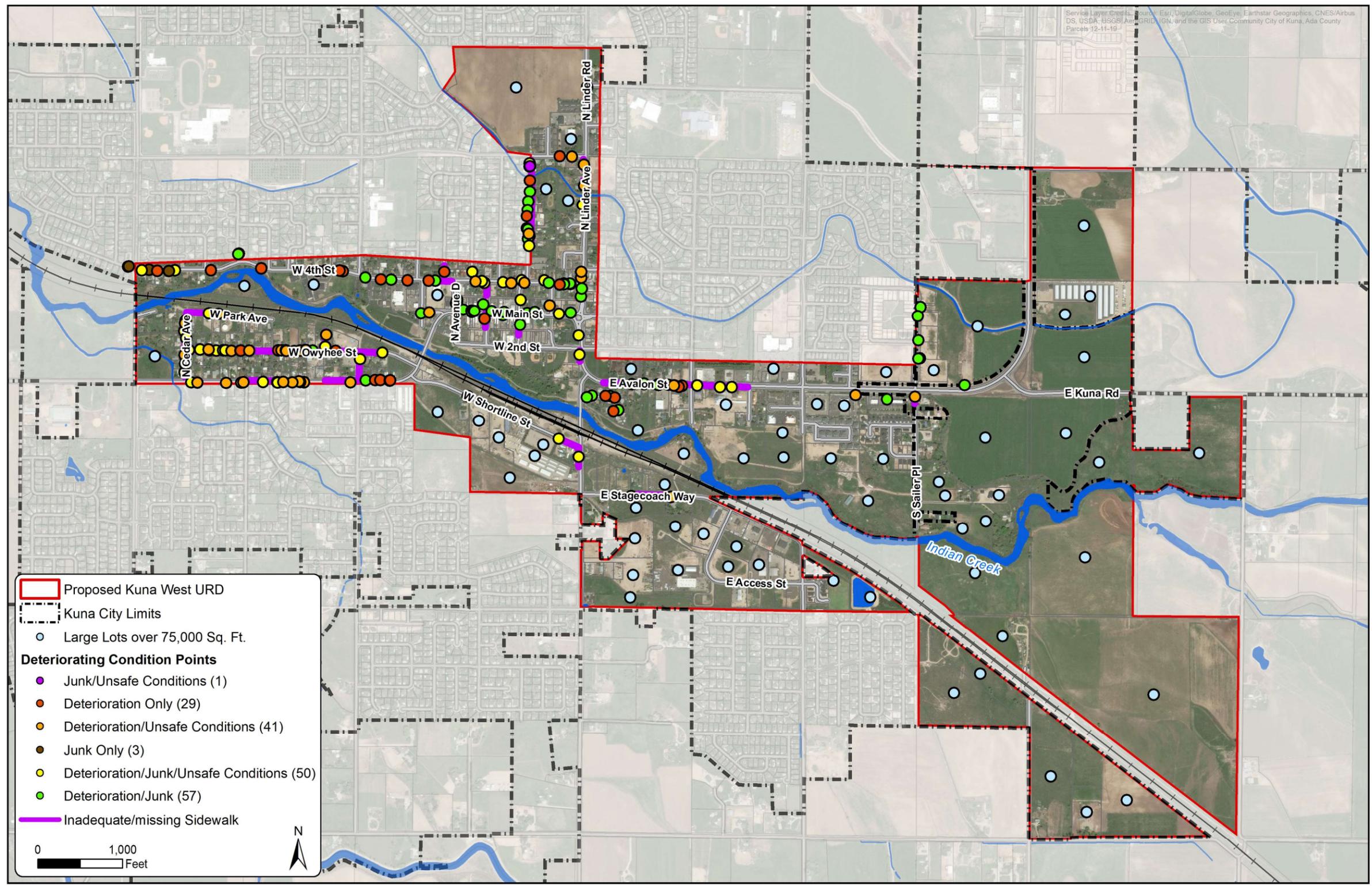
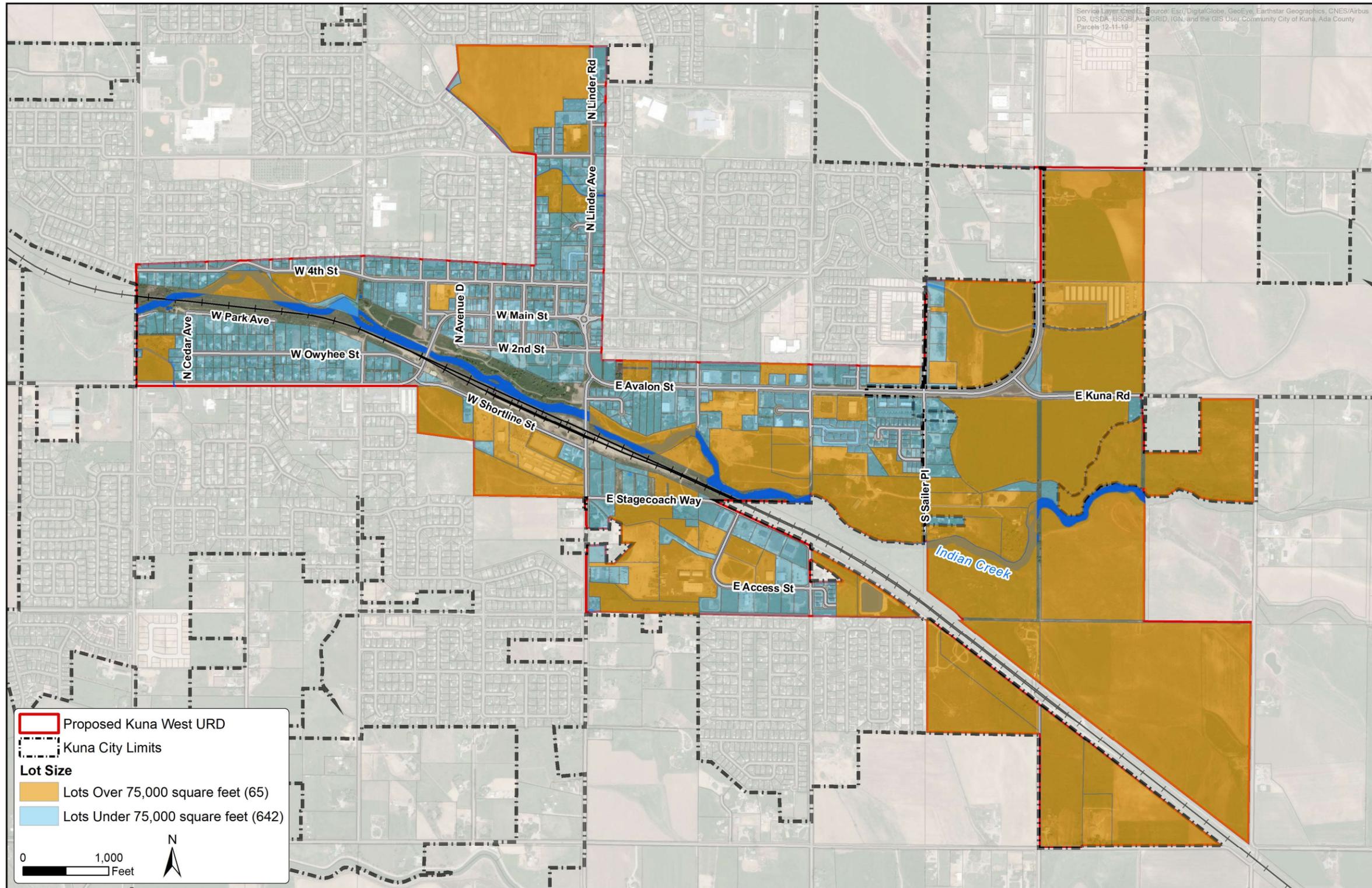
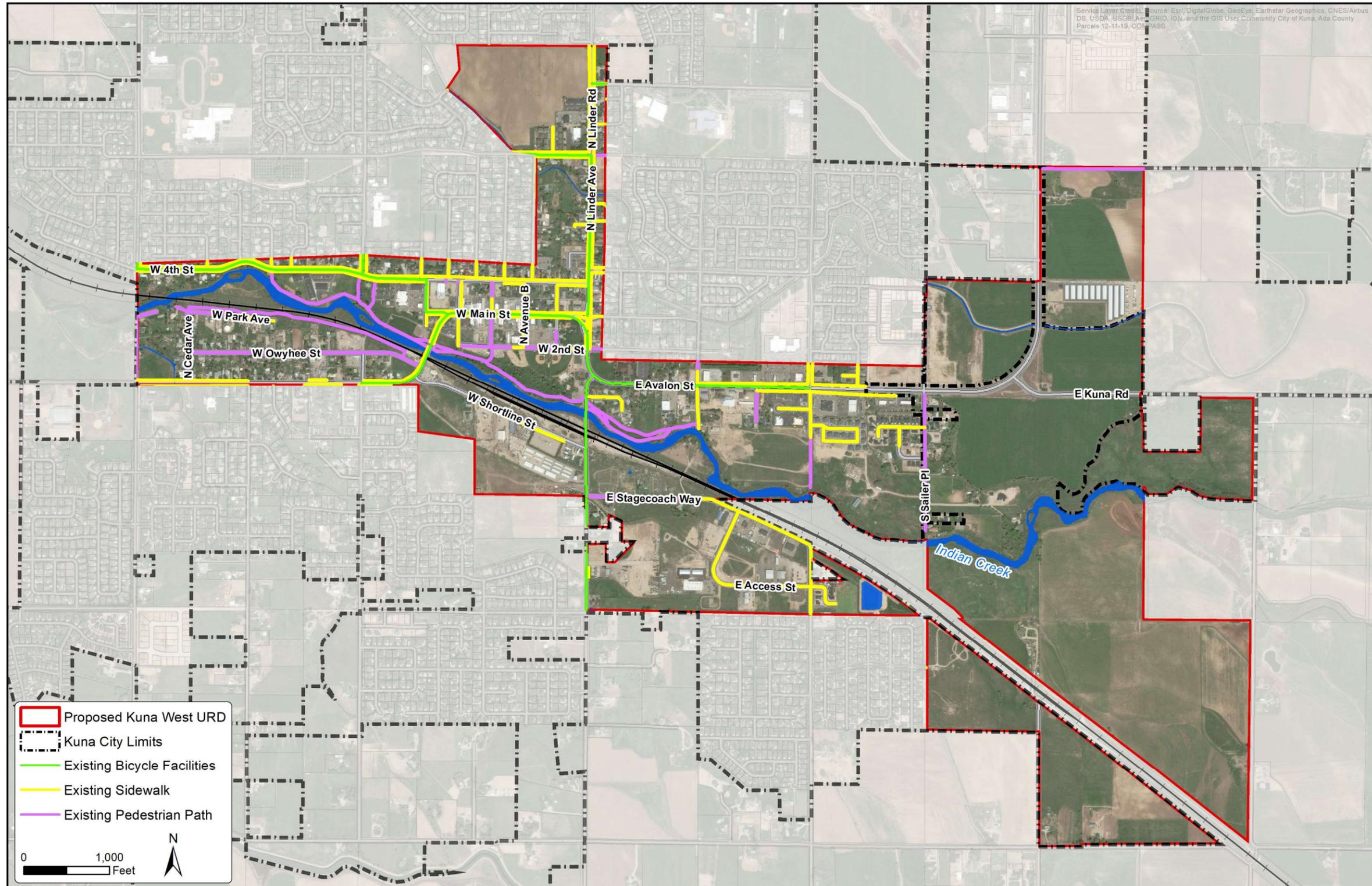


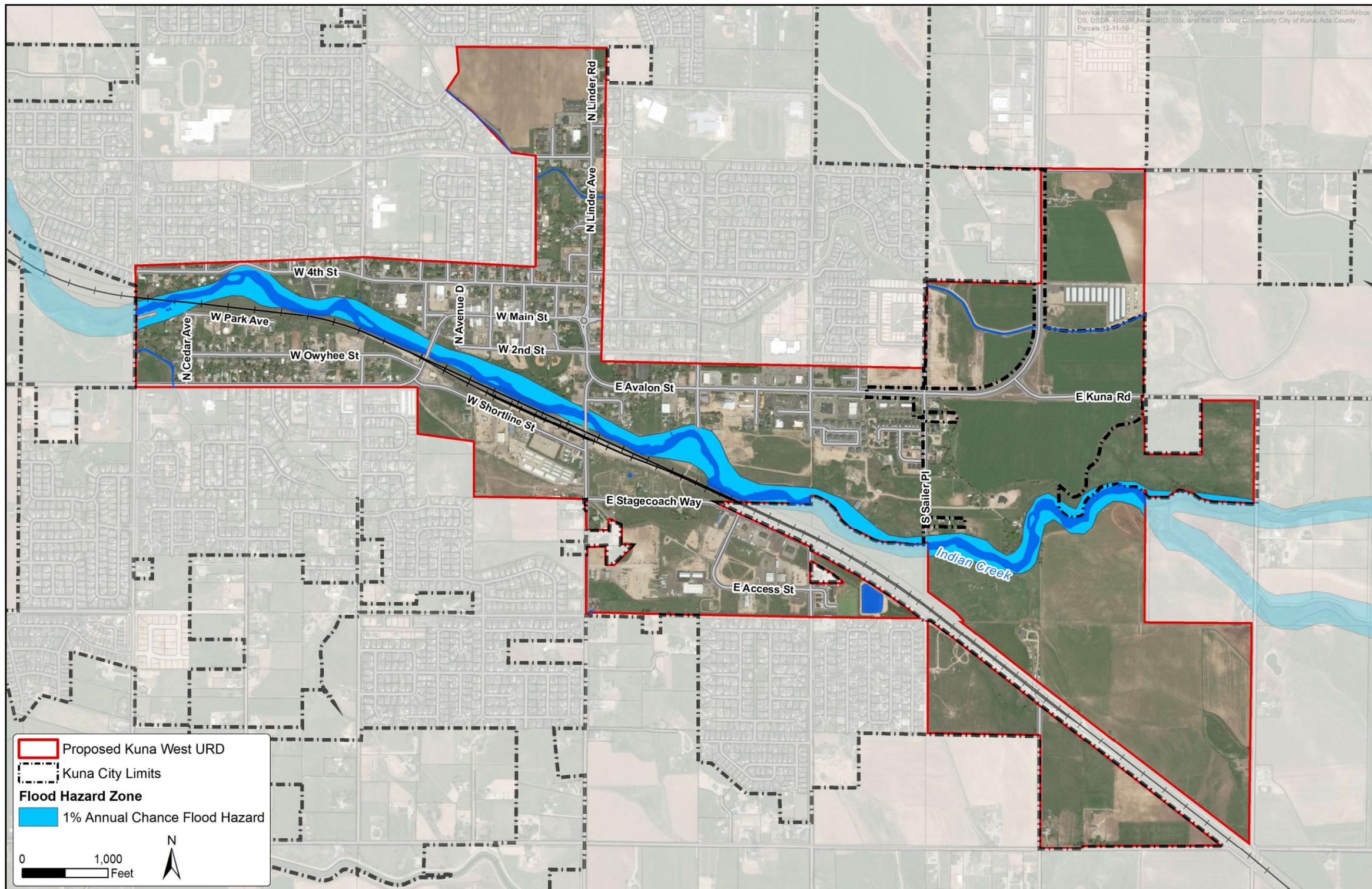
FIGURE 5 - LOT SIZE



**FIGURE 6 - EXISTING BICYCLE AND PEDESTRIAN NETWORK**



**FIGURE 7 - FLOOD HAZARD ZONES**



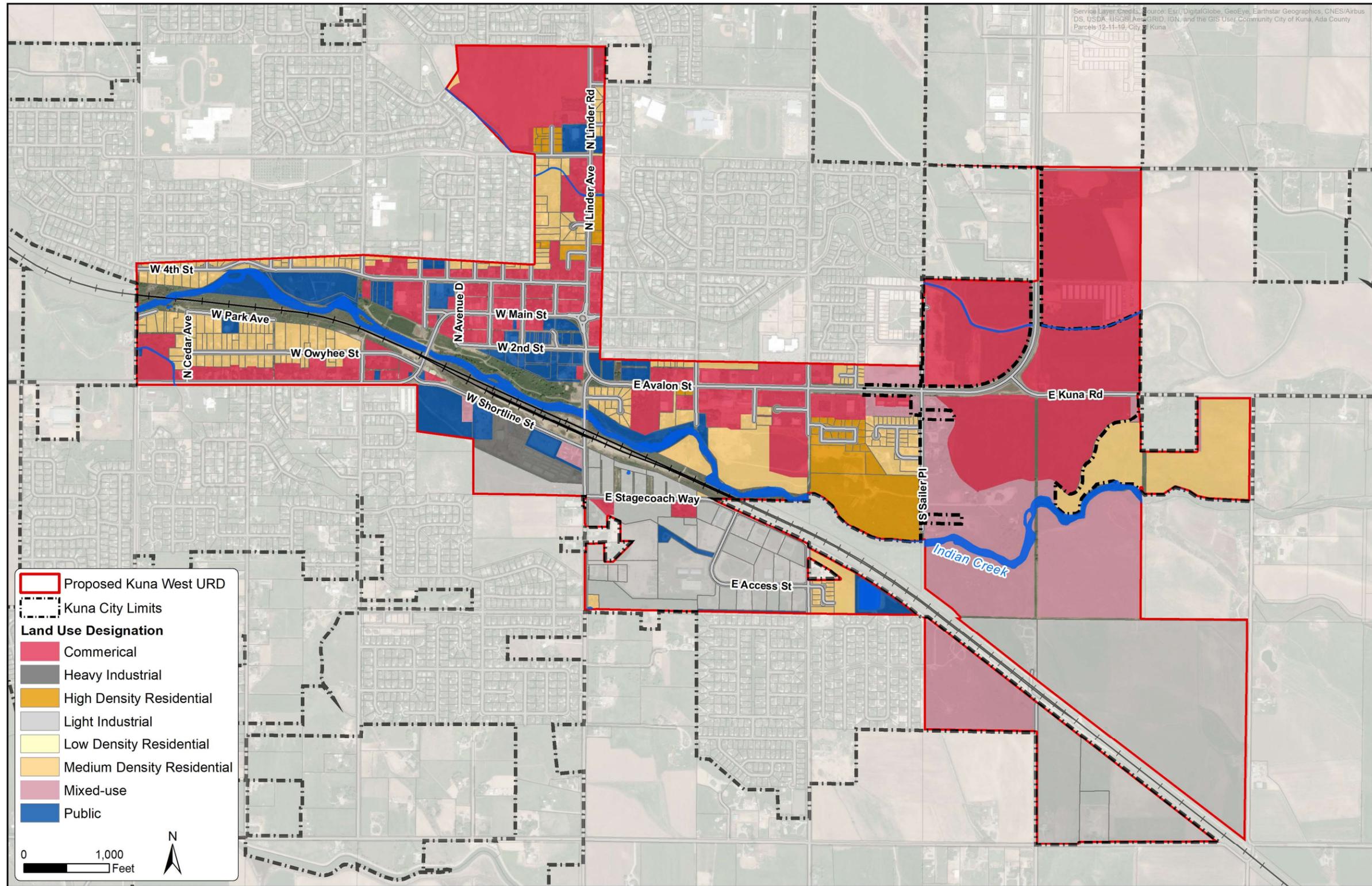
## Open Land Requirements for Urban Renewal Districts

The eligibility of areas which are predominantly open land, i.e., used for agriculture or forestry, are governed by Idaho Code Section 50-2903(8)(c). This statute addresses the factors for finding agricultural or open lands deteriorated:

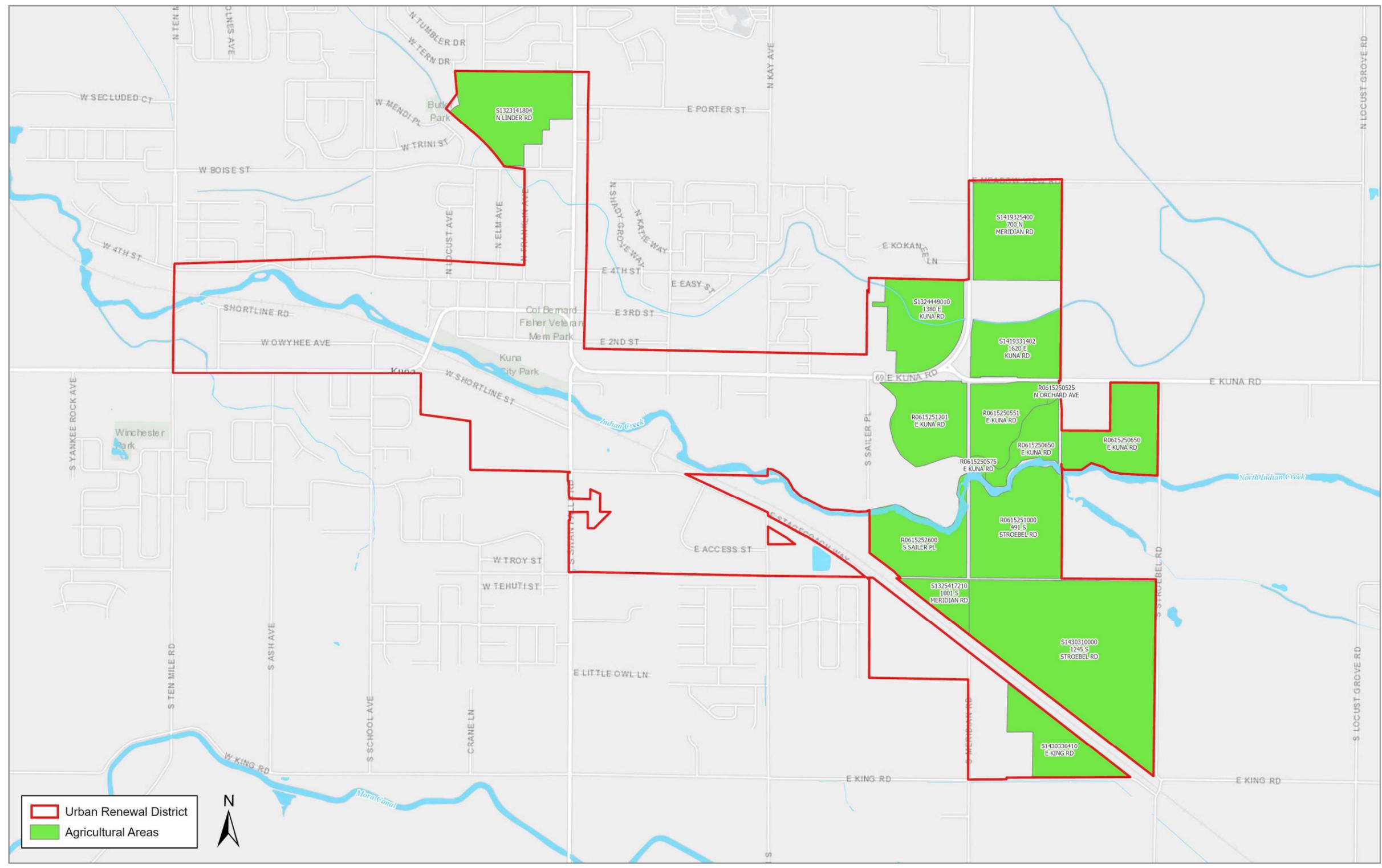
*“Any area which is predominantly open and which because of obsolete platting, diversity of ownership, deterioration of structures or improvements, or otherwise, results in economic underdevelopment of the area or substantially impairs or arrests the sound growth of a municipality. The provisions of section 50-2008(d), Idaho Code shall apply to open areas.”*

While the Study Area is not predominately open, there is a substantial amount of open land as 423 acres of open space is present within the Study Area. Approximately 50% of all property within the Study Area is open land as the proposed Study Area is comprised of 842 total acres. As shown on **Figure 9**, the Study Area does contain open land and farmed agricultural lands; therefore, owner consent forms pursuant to Idaho Code Section 50-2018(9) and 50-2903(8)(f) will be necessary for any properties to be included in the Urban Renewal District that have either been used for agricultural purposes or stored livestock within the last three years. With the exception of one property, all agricultural lands are confined to the Meridian Road corridor, from east Meadow View Road to just south of the Union Pacific rail line.

**FIGURE 8 - EXISTING LAND USE**



**FIGURE 9 – AGRICULTURAL LANDS**



## Ten Percent Limitation on Assessed Valuation within the Revenue Allocation Area (RAA)

Under Idaho Code Section 50-2903(15), the base assessment roll is not to exceed at any time ten percent of the current assessed valuation of all taxable property within the municipality.

*“Revenue allocation area” means that portion of an urban renewal area .... where the equalized assessed valuation (as shown by the taxable property assessment rolls) of which the local governing body has determined, on and as a part of the urban renewal plan, is likely to increase as a result of the initiation of an urban renewal project ... The base assessment roll or rolls of revenue allocation area or areas shall not exceed at any time ten percent (10%) of the current assessed valuation of all taxable property within the municipality.*

The 2019 City of Kuna taxable value is \$1,445,421,330 while the taxable value of the Study Area is \$119,952,482, which is below ten percent, approximately 8.29%, of the current assessed valuation of all taxable property within the City. The valuation includes homeowners’ exemptions and exemptions for agricultural properties. The properties included in the Study Area also include operating property. The value of properties within the Study Area that are currently claiming an agricultural exemption is \$1,412,500. The change in the ten percent valuation would be minor if and when the agricultural exemptions rolled off as the percentage of taxable property within the Study Area would only increase to 8.30% of the current assessed valuation of all taxable property within the City. Additionally, County properties are included within the Study Area that are valued at \$4,510,300. While property values are expected to increase in 2020, they are not expected to increase to an extent that it will create an issue with the 10% limitation.

## Appropriateness of the Area for an Urban Renewal Project

This report provides evidence that the Study Area is a deteriorating area because of the presence of various conditions related to lot size, lack of public infrastructure, hazards, and public safety (See **Figure 9**). New development will be discouraged from taking place until new supporting infrastructure is planned or installed as there is currently a lack of public infrastructure in place surrounding open space and other developable areas.

Figure 10 – Looking north from E Avalon Street



The second part of the City Council’s determination is the policy decision of whether or not the area is appropriate for an Urban Renewal District. Preparation and approval of an Urban Renewal Plan for the Downtown Area would give the City additional resources to solve the public infrastructure problems in the Study Area and to encourage new developments. Increased property taxes generated by new developments within the area could be used to finance a variety of needed public improvements. Furthermore, with formation of an Urban Renewal Agency, opportunities for meaningful public private partnerships will be enhanced. Successful joint projects should stimulate other new private development. Finally, some of the new commercial developments may also generate new jobs in the community that would, in turn, benefit City residents.

## Conclusion

As indicated in the **Present Conditions in the Study Area** section, the area meets the eligibility criteria for an urban renewal district. **Table 1 – Eligibility Criteria Findings** summarizes characteristics found in the Study Area. The City of Kuna has experienced several waves of accelerated growth and public infrastructure has struggled to keep up. From the older downtown business district in the town center to surrounding transitional areas, there are impediments to the economic and social health of the community.

While the Study Area does contain some agricultural lands and “open areas” as defined by Idaho Code, further evaluation of the Study Area could include outreach to affected property owners and appropriate documentation of their consent for their property to be included in the District. The Study Area does not exceed ten percent of the current assessed valuation of all taxable property within the municipality; therefore, the Study Area is appropriate for an Urban Renewal District.

Table 1 – Eligibility Criteria Findings

Condition No.	Idaho Code Section	Eligibility Criteria	Characteristics Supporting Finding	Criteria Met
1/5	50-2008(d) 50-2018(9) 50-2903(8)(b), (c)	Substantial number of deteriorating or deteriorated structures and deterioration of site	Older deteriorating structures displayed within the District, inadequate street infrastructure, lack of illumination, storm drainage systems, sidewalks, curbs, gutters, and designated street parking	Yes
2	50-2018(9) 50-2903(8)(b)	Defective street layout or inadequate street layout	No curbs, pedestrian facilities, or illumination. Lack of street and bicycle/pedestrian connectivity	Yes
3	50-2018(9) 50-2903(8)(b) 50-2903(8)(c)	Faulty lot layout or obsolete platting	A majority of the lots and blocks exceed 75,000 square foot in size	Yes
4	50-2018(9) 50-2903(8)(b)	Insanitary or unsafe conditions	Lack of illumination, sidewalks and activity	Yes
6	50-2008(d) 50-2018(9) 50-2903(8)(b), (c)	Diversity of ownership	There is a diversity of ownership in the Study Area	Yes
7	50-2008(d) 50-2018(9) 50-2903(8)(b)	Tax Delinquency	These conditions are unknown	No
8	50-2008(d) 50-2903(8)(b)	Defective and unusual conditions of title	These conditions are unknown	No
9	50-2018(9) 50-2903(8)(a), (b)	Endanger life or property	Lack of water facilities for increased fire flow needs to accommodate development;	Yes
	50-2903(15)	10% Limit	The proposed District is below the 10% limit	Yes

## Appendices

Appendix A – Idaho Urban Renewal Statutes

Appendix B – Field Observations

# Appendix A

## Idaho Urban Renewal Statutes

TITLE 50  
MUNICIPAL CORPORATIONSCHAPTER 20  
URBAN RENEWAL LAW  
Relevant Sections

50-2008. (d) Following such hearing, the local governing body may approve an urban renewal project and the plan therefor if it finds that (1) a feasible method exists for the location of families who will be displaced from the urban renewal area in decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families; (2) the urban renewal plan conforms to the general plan of the municipality as a whole; (3) the urban renewal plan gives due consideration to the provision of adequate park and recreational areas and facilities that may be desirable for neighborhood improvement, with special consideration for the health, safety and welfare of children residing in the general vicinity of the site covered by the plan; and (4) the urban renewal plan will afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the urban renewal area by private enterprise: Provided, that if the urban renewal area consists of an area of open land to be acquired by the urban renewal agency, such area shall not be so acquired unless (1) if it is to be developed for residential uses, the local governing body shall determine that a shortage of housing of sound standards and design which is decent, safe and sanitary exists in the municipality; that the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas; that the conditions of blight in the area and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime and constitute a menace to the public health, safety, morals, or welfare; and that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality, or (2) if it is to be developed for nonresidential uses, the local governing body shall determine that such nonresidential uses are necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning standards and local community objectives, which acquisition may require the exercise of governmental action, as provided in this act, because of defective or unusual conditions of title, diversity of ownership, tax delinquency, improper subdivisions, outmoded street patterns, deterioration of site, economic disuse, unsuitable topography or faulty lot layouts, the need for the correlation of the area with other areas of a municipality by streets and modern traffic requirements, or any combination of such factors or other conditions which retard development of the area.

50-2018. DEFINITIONS. The following terms wherever used or referred to in this chapter, shall have the following meanings, unless a different meaning is clearly indicated by the context:

(8) "Deteriorated area" shall mean an area in which there is a predominance of buildings or improvements, whether residential or nonresidential, which by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime, and is detrimental to the public health, safety, morals or welfare. Provided however, this definition shall not apply to any agricultural operation, as defined in section 22-4502(2), Idaho Code, absent the consent of the owner of the agricultural operation or to any forest land as defined in section 63-1701(4), Idaho Code, absent the consent of the forest landowner, as defined in section 63-1701(5), Idaho Code, except for an agricultural operation or forest land that has not been used for three (3) consecutive years.

(9) "Deteriorating area" shall mean an area which by reason of the presence of a substantial number of deteriorated or deteriorating structures, predominance of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, morals or welfare in its present condition and use; provided, that if such deteriorating area consists of open land the conditions contained in the proviso in section 50-2008(d), Idaho Code, shall apply; and provided further, that any disaster area referred to in section 50-2008(g), Idaho Code, shall constitute a deteriorating area. Provided however, this definition shall not apply to any agricultural operation, as defined in section 22-4502(2), Idaho Code, absent the consent of the owner of the agricultural operation or to any forest land as defined in section 63-1701(4), Idaho Code, absent the consent of the forest landowner, as defined in section 63-1701(5), Idaho Code, except for an agricultural operation or forest land that has not been used for three (3) consecutive years.

50-2903. DEFINITIONS. The following terms used in this chapter shall have the following meanings, unless the context otherwise requires:

(8) "Deteriorated area" means:

(a) Any area, including a slum area, in which there is a predominance of buildings or improvements, whether residential or nonresidential, which by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime, and is detrimental to the public health, safety, morals or welfare.

(b) Any area which by reason of the presence of a substantial number of deteriorated or deteriorating structures, predominance of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, results in economic underdevelopment of the area, substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, morals or welfare in its present condition and use.

(c) Any area which is predominately open and which because of obsolete platting, diversity of ownership, deterioration of structures or improvements, or otherwise, results in economic underdevelopment of the area or substantially impairs or arrests the sound growth of a municipality. The provisions of section 50-2008(d), Idaho Code, shall apply to open areas.

(d) Any area which the local governing body certifies is in need of redevelopment or rehabilitation as a result of a flood, storm, earthquake, or other natural disaster or catastrophe respecting which the governor of the state has certified the need for disaster assistance under any federal law.

(e) Any area which by reason of its proximity to the border of an adjacent state is competitively disadvantaged in its ability to attract private investment, business or commercial development which would promote the purposes of this chapter.

(f) "Deteriorated area" does not mean not developed beyond agricultural, or any agricultural operation as defined in section 22-4502(1), Idaho Code, or any forest land as defined in section 63-1701(4), Idaho Code, unless the owner of the agricultural operation or the forest landowner of the forest land gives written consent to be included in the deteriorated area, except for an agricultural operation or forest land that has not been used for three (3) consecutive years.

(15) "Revenue allocation area" means that portion of an urban renewal area or competitively disadvantaged border community area where the equalized assessed valuation (as shown by the taxable property assessment rolls) of which the local governing body has determined, on and as a part of an urban renewal plan, is likely to increase as a result of the initiation of an urban renewal project or competitively disadvantaged border community area. The base assessment roll or rolls

of revenue allocation area or areas shall not exceed at any time ten percent (10%) of the current assessed valuation of all taxable property within the municipality.

# Appendix B

## Field Observations

**Field Observations Background:**

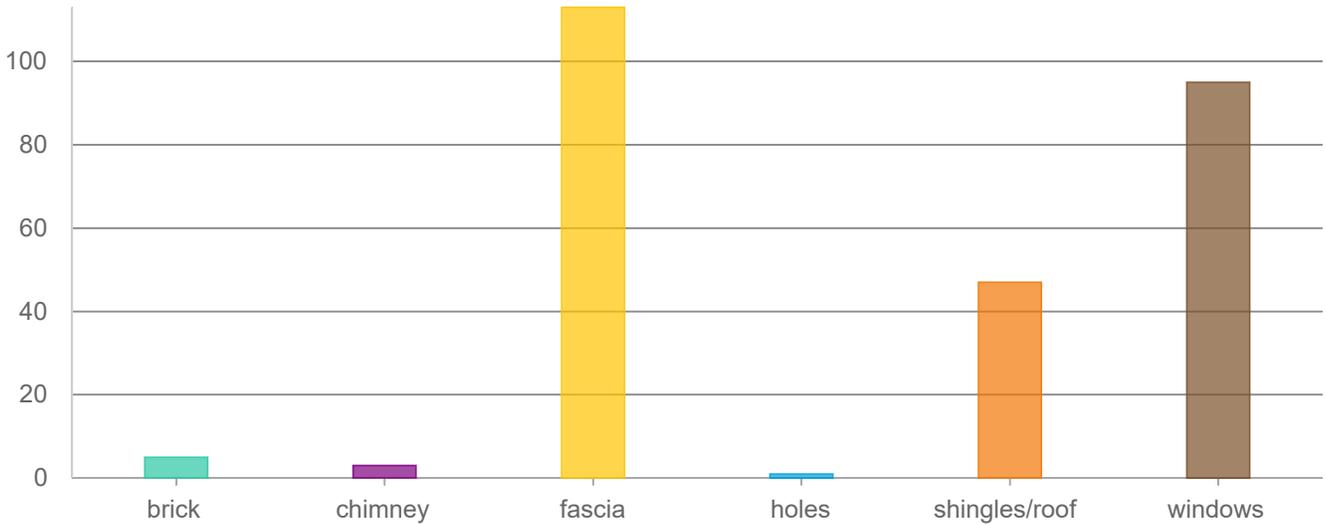
The following field observations were collected during a Windshield Survey completed in January 2020. A Windshield Survey is an informal survey comprised of driving around the community and recording observations. This survey was performed by Addison Coffelt and Tyler Shade from J-U-B Engineers, Inc. No responses were received during this survey.



No 111

Answered: 181 Skipped: 5

Is there deterioration?



**Answers**

**Count**

**Percentage**

brick	5	
chimney	3	
fascia	113	
holes	1	
shingles/roof	47	
windows	95	

Answered: 155 Skipped: 31

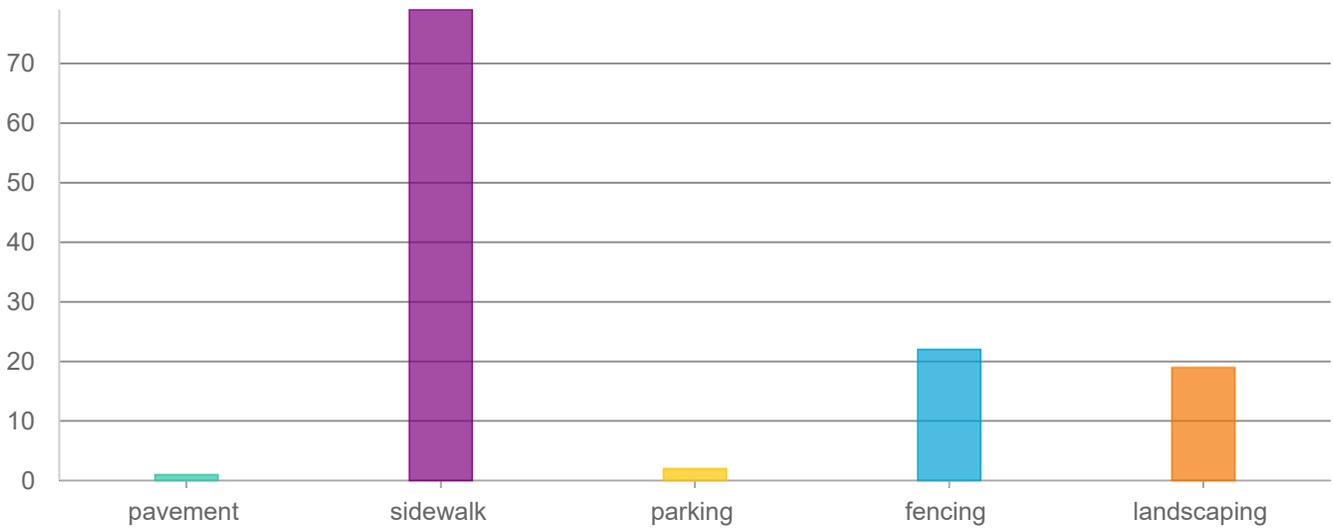
Other deterioration?





Answered: 23 Skipped: 163

○ What site improvements could there be?



**Answers**

**Count**

**Percentage**

Answers	Count	Percentage
pavement	1	
sidewalk	79	
parking	2	
fencing	22	
landscaping	19	

Answered: 102 Skipped: 84

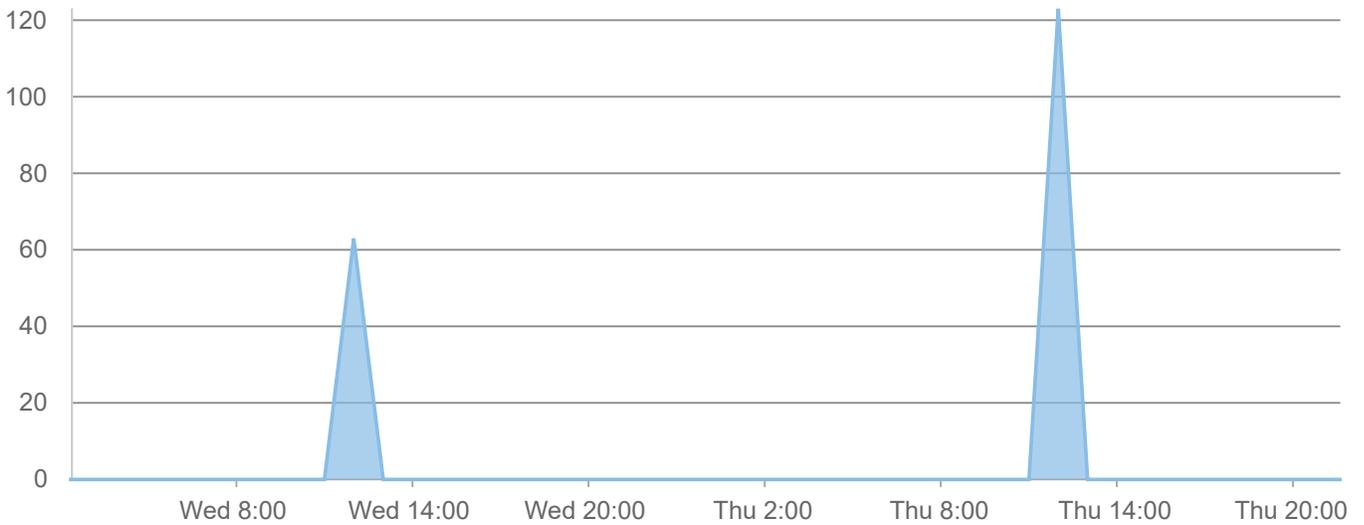
Other site improvements?

The word cloud requires at least 20 answers to show.

Word	Count
Weeds	1
Paint	1
Mailbox	1
Fence	1
painted	1
—discoloration	1

Answered: 4 Skipped: 182

Sampling Date



Answered: 186 Skipped: 0

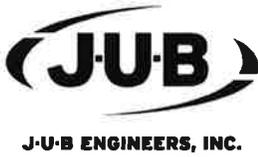
Insert image

Is there junk/trash?	Is there deterioration?	Other deterioration?	Are there unsafe conditions?	Other unsafe conditions?	What site improvements could there be?	Other site improvements?
yes		Steps broken		Wiring		
yes	shingles/roof	Roof siding, railing broken		Railing broken		
no	fascia			Exposed wiring	landscaping,sidewalk	
no	fascia	Fencing		Exposed wiring	fencing	
no	fascia,windows			Wiring		
yes	windows,shingles/roof	Stairs, fence	sidewalk			
no		Fence		Exposed wiring	sidewalk	
no	windows	Fallen over rail, missing deck/rail		Missing deck	sidewalk	
yes		Weeds			landscaping	Weeds
no	fascia,windows			Wiring		
no	fascia					
yes	fascia,windows			Exposed wires		
yes				No railing on ramp to front door		
yes	fascia,windows	Steps cracking, ramp leaning				
no	fascia	Fence			fencing	
yes	fascia	Fencing			fencing	
yes	fascia,windows	Garage				
yes	fascia	Porch wear				
no	windows				landscaping	
yes	fascia,windows					
yes	windows	Foundation discolored rusting				
no	windows	Dangling wires, fence		Wires, fence	fencing	
yes		Stairs cracking				
yes	fascia,shingles/roof	Garage fascia/door				
no					landscaping	
yes	fascia,shingles/roof	Garage trim, door trim		Driveway		
no						
no	fascia,windows	Fencing	sidewalk		sidewalk,fencing	Mailbox is fallen
yes	fascia,brick,windows	Door bottom	sidewalk		sidewalk	
no	windows	Roof siding, rain gutter	sidewalk		sidewalk	
yes	fascia	Fence, flower boxes, railing		Stairs, railing leaning over	sidewalk,fencing	
yes		Railing, siding, extensive rust			pavement	
yes	fascia,windows	Arbor, fence	sidewalk		sidewalk,fencing	
yes	shingles/roof	Roof siding, stairs cracking, door paint	sidewalk		sidewalk	
no	fascia	Old pole barn	sidewalk	Exposed wires, no sidewalk	sidewalk	
yes	fascia,windows	Exposed wires, fence		Exposed wires		
yes	fascia,shingles/roof	No sidewalk			sidewalk	
yes	windows	Pane, door, sidewalk				
yes	windows,fascia	Sidewalk				
yes	fascia,windows	Sidewalk				
no	fascia	Metal footing exterior rusted and bent, fence			sidewalk,fencing	
yes	windows,fascia,shingles/roof	Stairs (rock), fence			fencing,sidewalk	
no	windows	House footing, sloped porch				
no	fascia	Steps				

yes	fascia	Door paint, fence			fencing	
no	fascia	Needs paint, garage door broken			fencing	
yes	fascia, windows				landscaping	Paint
no	chimney					
no	windows, fascia	Fence, door light broken			fencing	
no	fascia, shingles/roof	Paint, shop major issues, roof siding				
no	fascia	Fallen stairs, hanging wires, discoloration	other	Stairs		
no		Discolored foundation			fencing	
no	fascia					
yes	fascia, windows					
yes	fascia	Porch				
no	fascia				sidewalk	
yes	fascia, windows	Window pane		Power lines, dilapidated shed	sidewalk	
yes						
no	fascia, windows	Door paint			sidewalk, fencing	
yes						
yes	shingles/roof	Siding in disrepair, roof coming up from siding	sidewalk		landscaping	
yes		Siding in disrepair			fencing	Fence needs painted —discoloratic
yes						
		Road cracking				
		Ponding				
yes	fascia	Door frame				
no	windows	Fence			fencing	
no	windows					
yes	shingles/roof	Roof gutter hanging off, pillar				
no	windows, fascia	Fence			fencing	
yes	windows	Door frame				
yes	fascia	Porch, fence, shed				
no		Roof gutter	sidewalk		sidewalk	
no	shingles/roof	Garage, roof siding	sidewalk		sidewalk	
yes	shingles/roof, windows, fascia	Stairs, roof siding	sidewalk		sidewalk, landscaping	
yes	fascia, shingles/roof, windows	Fence, roof siding	sidewalk		sidewalk	
yes	fascia	Garage siding	sidewalk		sidewalk, parking	
no	windows, shingles/roof, fascia	Roof siding, weeds	sidewalk		sidewalk	
no	windows	Carport	sidewalk		sidewalk	
no		Garage damage	sidewalk		sidewalk	
no	fascia, shingles/roof	Weeds, fence, roof siding	sidewalk		sidewalk, landscaping	
no	fascia, windows	Door,	sidewalk		sidewalk	
no	fascia, windows	Door frame, weeds	sidewalk		sidewalk, landscaping	
yes	fascia, windows		sidewalk		sidewalk	
yes	windows	Porch	sidewalk		sidewalk	
yes	fascia, windows	Stairs, door frame	sidewalk		sidewalk	
yes	windows, fascia, shingles/roof	Roof siding, weeds	sidewalk		sidewalk, landscaping	
no	shingles/roof, windows	Roof siding	sidewalk		sidewalk	
no	windows	Door siding, weeds	sidewalk		sidewalk, landscaping	
no	shingles/roof		sidewalk		sidewalk	
yes	fascia	Siding	sidewalk		sidewalk	
yes	fascia, windows, shingles/roof	Door	other		sidewalk	

no	fascia,shingles/roof	Porch	sidewalk		sidewalk
	shingles/roof	Siding roof and door	sidewalk		sidewalk
no	fascia,windows	Fence			
no	fascia,windows	Door siding	sidewalk	Weeds	sidewalk,fencing,landscaping
no			sidewalk		sidewalk
yes	fascia,windows		sidewalk		sidewalk
yes	fascia,windows,shingles/roof	For shed next to house , siding	sidewalk		sidewalk
no	windows,fascia,shingles/roof	Siding around roof and door	sidewalk		sidewalk
yes	fascia,windows	Stairs, porch, foundation	sidewalk		sidewalk
yes	windows,shingles/roof	Roof siding	sidewalk		sidewalk
yes	fascia	Stairs, door trim	sidewalk		sidewalk
yes	fascia,shingles/roof,windows	Siding to roof and garage	sidewalk		sidewalk
no		Beam on porch	sidewalk		sidewalk
yes	fascia,windows	Missing window decorative shutters, stairs	sidewalk		sidewalk
yes	fascia	Porch	sidewalk		sidewalk
yes	shingles/roof,fascia,windows	Garage and roof siding	sidewalk		sidewalk
yes	fascia,shingles/roof,windows	Garage siding, roof siding	sidewalk		sidewalk
no	fascia,windows	Stairs, railing, fence, door	sidewalk		sidewalk,fencing,landscaping
no	fascia,windows	Door,			
no		Weeds			landscaping
no	windows	Stairs, fence	sidewalk		sidewalk,fencing
no	fascia	Door and fascia of garage			
no	shingles/roof	Roof siding	sidewalk		sidewalk
no	fascia,windows,shingles/roof	Weeds, roof siding, stairs			
no	fascia	Garage siding	sidewalk		sidewalk
yes	fascia	Garage and door siding	sidewalk	Pounding on driveway	sidewalk
no	shingles/roof,fascia	Roof siding	sidewalk		sidewalk
no	fascia		sidewalk		sidewalk
yes	shingles/roof	Roof siding, door frame	sidewalk		sidewalk
yes	windows,shingles/roof	Roof wear			
no		Door frame	sidewalk		sidewalk
yes	shingles/roof,windows		sidewalk		sidewalk
no	fascia,windows,shingles/roof	Fence, roof siding	sidewalk		sidewalk,fencing
no	shingles/roof	Weeds, roof siding, stairs			
yes	windows	Porch	sidewalk		sidewalk
yes	fascia	Roof siding, porch	sidewalk		sidewalk
yes	fascia	Stairs, shed roof			
no		Fencing, weeds			
	fascia,shingles/roof	Solar panel			landscaping
no	fascia,shingles/roof,windows	Weeds		Exposed wiring	
no	fascia,windows,shingles/roof				
yes		Weeds			
yes		Weeds			
yes		Weeds			
yes		Weeds			
yes		Weeds			
yes	fascia,brick,shingles/roof,holes				
no	chimney,windows	Fencing	sidewalk		sidewalk,fencing

yes	brick	Missing brick			
no	fascia, windows		sidewalk		sidewalk, landscaping
yes	fascia, windows, shingles/roof	Missing signs, pillars	sidewalk		sidewalk
yes	fascia, windows	Doors, siding	sidewalk		sidewalk
yes		Aging sign	sidewalk		sidewalk
no		Weeds			
no		Weeds			
	fascia	Weathered sign	sidewalk		sidewalk
yes	windows		sidewalk		sidewalk
yes	windows	Poor driveway	sidewalk		sidewalk
yes	shingles/roof, windows	Roof siding, pillars	sidewalk		sidewalk
yes	fascia	Siding, fence, sign	sidewalk		sidewalk
yes		Old sign, weeds			landscaping
yes	fascia, windows	Siding, garage	sidewalk		sidewalk
yes	fascia, windows	Door frame			
yes	fascia, windows	Door	sidewalk		sidewalk
yes	fascia, shingles/roof, windows		sidewalk		sidewalk
yes	fascia, windows	Railing	sidewalk		
yes	fascia, windows	Roof siding			
yes	windows				
yes	windows, fascia	Siding		Exposed wiring	
no	fascia, windows				
no	fascia, windows	Stairs		No railing	
yes	windows	Foundation staining			
yes	brick, fascia	2nd story			
yes	windows, fascia	Missing window, door, siding			
yes	fascia, windows, brick	Door			
yes	fascia				
yes	windows, fascia	Awning broken			
yes	shingles/roof	Awning torn, door worn			
yes	fascia, shingles/roof	Doors			
yes	fascia, windows				
yes	shingles/roof, fascia				
yes	fascia, windows	Rusted foundation, awning torn off			
yes	windows	Doors rusting, entry needs stairs	sidewalk		sidewalk
yes	fascia	Sign			parking
yes	fascia, windows	Roof siding, ramp		Sidewalk blocked by gutter	landscaping
yes	fascia	Door and pillars			
yes	fascia, windows	Stairs and railing, roof siding			
yes	windows				
yes	fascia, windows	Garage roof			
yes	chimney	Roof siding			landscaping
yes	fascia, windows				
yes	fascia, shingles/roof, windows	Roof siding			
no	fascia, shingles/roof, windows				
yes	fascia	Porch			



**J-U-B ENGINEERS, Inc.**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

**Authorization for Additional Services**

**CLIENT:** City of Kuna  
**Project Name:** Kuna URD Eligibility Study  
**J-U-B Project Number:** 10-19-093

1. *Additional Services.* The following additional items of work on the project referenced above have been or will be provided by J-U-B ENGINEERS, Inc. (J-U-B). These Additional Services are a supplement to the scope of services contained in J-U-B's existing Agreement for Professional Services for this Project, dated August 6, 2019. All other TERMS AND CONDITIONS of said Agreement remain in full force and effect.

Eligibility Study for East Kuna Urban Renewal District. Assumes one draft and one final version.

2. *Verbal Authorization by CLIENT, if Applicable.* J-U-B was verbally authorized by the CLIENT to provide these Additional Services by:

N/A \_\_\_\_\_  
*Name* *Date*

3. *Payment for Additional Services.* Unless otherwise noted below, J-U-B will provide these Additional Services on a time and materials basis, using J-U-B's standard billing rates or, if applicable, the billing rates established in the initial Agreement for Professional Services.

Other Basis for Payment:

\$5,000 lump sum

4. *Schedule of Services.* Due to the Additional Services, the Schedule of Services to be performed under the original Agreement for Professional Services is modified as follows:

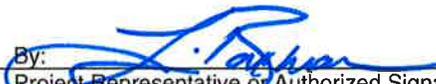
To be completed by December 31, 2020.

Dated this 22nd day of April, 2020,

**CLIENT**

**J-U-B ENGINEERS, Inc.**

By: \_\_\_\_\_  
Project Representative or Authorized Signatory for  
CLIENT

By:  \_\_\_\_\_  
Project Representative or Authorized Signatory for J-U-B

\_\_\_\_\_  
Print or Type Name and Title

Lisa M. Bachman, AICP, Boise Area Manager  
Print or Type Name and Title

**RESOLUTION NO. 56-2019  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE “PROFESSIONAL SERVICES AGREEMENT” WITH JUB ENGINEERING, INC. FOR THE ECONOMIC DEVELOPMENT DEPARTMENT IN FACILITATING AN URBAN RENEWAL DISTRICT ELIGIBILITY STUDY; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.**

**BE IT HEREBY RESOLVED** by the Mayor and Council of the City of Kuna, Idaho as follows:

Section 1. The “*Professional Services Agreement*” with JUB Engineering, Inc. for City of Kuna Urban Renewal District Eligibility Study, in substantially the format, as attached hereto as “**EXHIBIT A**” is hereby approved.

Section 2. The Mayor of the City of Kuna, Idaho is hereby authorized to execute said Agreement and the City Clerk is hereby authorized to attest to said execution as so authorized and approved for on behalf of the City of Kuna, Idaho.

**PASSED BY THE COUNCIL** of Kuna, Idaho this 6<sup>th</sup> day of August, 2019.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 6<sup>th</sup> day of August, 2019.

\_\_\_\_\_  
Joe L. Stear, Mayor

ATTEST:

  
Chris Engels, City Clerk

## CITY OF KUNA, IDAHO PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is made between the City of Kuna, Idaho, a political subdivision of the state of Idaho, herein "*KUNA*" and J-U-B ENGINEERS, Inc., herein "*CONTRACTOR*").

THE PARTIES AGREE AS FOLLOWS:

### 1. **SCOPE OF WORK:**

*KUNA* engages *CONTRACTOR* to assist the City of Kuna with developing an Urban Renewal District Eligibility Study as detailed in "**Exhibit A**" attached hereto.

### 2. **KUNA'S RESPONSIBILITIES:**

1. *KUNA* agrees to provide *CONTRACTOR* with information as to *KUNA*'s requirements for the *Project*, including design objectives, capacity and performance requirements, and other documents in its possession, or reasonably obtainable.
2. *KUNA* agrees to obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required, and provide all land, easements, rights-of-ways and access necessary for *CONTRACTOR*'s services and the *Project*.
3. *KUNA* agrees to provide right of access to all properties as required during the execution of the work.

### 3. **CONTRACTOR'S RESPONSIBILITIES:**

1. *CONTRACTOR* agrees to provide the services of all professional and technical personnel required by this Agreement and detailed in **Exhibit A**.

### 4. **RISK ALLOCATION:**

*KUNA* agrees that *CONTRACTOR* is not responsible for damages arising directly or indirectly from any delays for causes beyond *CONTRACTOR*'s control. For purposes of this Agreement, such causes include, but are not limited to, strikes or labor disputes; severe weather disruptions or other natural disasters; fire, riots, war or other emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by *KUNA* or *KUNA*'s contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if said delays directly result in the increase in cost or time required by *CONTRACTOR* to perform its services in an orderly and efficient manner, *CONTRACTOR* shall be entitled to request an equitable adjustment in the schedule and payment.

### 5. **PAYMENT:**

*KUNA* agrees to pay *CONTRACTOR* for its services rendered under this Agreement an amount

not to exceed the total sum of **\$18,240** for said services rendered from for the Project. The parties agree that *CONTRACTOR* will invoice *KUNA* for payment under this Agreement for services rendered herein.

**6. RIGHT OF CONTROL:**

*KUNA* agrees that it will have no right to control or direct the details, manner, or means by which *CONTRACTOR* accomplishes the results of the services performed hereunder. *CONTRACTOR* has no obligation to work any particular hours or days or any particular number of hours or days. *CONTRACTOR* agrees, however, that his other contracts or services shall not interfere with the performance of his services under this Agreement.

**7. INDEPENDENT CONTRACTOR RELATIONSHIP:**

*CONTRACTOR* is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of *KUNA*. *KUNA* shall determine the work to be done by *CONTRACTOR*, but *CONTRACTOR* shall determine the legal means by which it accomplishes the work specified by *KUNA*.

**8. FEDERAL, STATE, AND LOCAL PAYROLL TAXES:**

Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by *KUNA* on behalf of *CONTRACTOR* or the employees of *CONTRACTOR*. *CONTRACTOR* shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. *CONTRACTOR* understands that *CONTRACTOR* is responsible to pay, according to law, *CONTRACTOR's* income tax. *CONTRACTOR* further understands that *CONTRACTOR* may be liable for self-employment (Social Security) tax to be paid by *CONTRACTOR* according to law.

**9. LICENSES AND LAW:**

*CONTRACTOR* represents that he possess the skill and experience necessary and all licenses required to perform the services under this agreement. *CONTRACTOR* further agrees to comply with all applicable laws in the performance of the services hereunder.

**10. FRINGE BENEFITS:**

Because *CONTRACTOR* is engaged in its own independently established business, *CONTRACTOR* is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of *KUNA*.

**11. WORKER'S COMPENSATION:**

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

**12. EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES:**

*CONTRACTOR* shall supply, at *CONTRACTOR's* sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein.

**13. DATE OF COMPLETION:**

This contract shall be completed on or before January 31, 2020.

**14. WARRANTY:**

*CONTRACTOR* warrants that work performed in this agreement shall be in accordance with and limited to the applicable standard of care for like professional services. *CONTRACTOR* acknowledges that it will be liable for any breach of this warranty.

**15. INDEMNIFICATION AND INSURANCE PROVISIONS:**

*CONTRACTOR* agrees to the following:

1. As respects acts, errors or omissions in the performance of professional services, *CONTRACTOR* agrees to indemnify and hold harmless KUNA, its officers, employees, and KUNA-designated volunteers from and against any and all claims, demands, defense costs, or liability of any kind or nature to the extent arising directly out of *CONTRACTOR*'s negligent acts, errors or omissions in the performance of its professional services under the terms of this contract.
2. As respects all acts or omissions which do not arise directly out of the performance of professional services, but limited to those acts or omissions ~~ally~~ covered by *CONTRACTOR*'s general and automobile liability insurance, *CONTRACTOR* agrees to indemnify, defend (at *KUNA*'s option), and hold harmless *KUNA*, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with *CONTRACTOR*'s (or *CONTRACTOR*'s subcontractors, if any) performance or failure to perform, under the terms of this contract; excepting those which *CONTRACTOR* is not legally liable.

Without limiting *KUNA*'s right to indemnification, it is agreed that *CONTRACTOR* shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

1. Worker's compensation insurance as required by Idaho statutes.
2. Comprehensive general liability insurance or commercial general liability insurance, including coverage for premises and operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable), in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence form.
3. Comprehensive automobile liability coverage including, as applicable, owned, non-owned and hired autos, in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence form.
4. Professional liability insurance coverage, in an amount not less than One Million Dollars (\$1,000,000.00), and *CONTRACTOR* shall maintain such coverage for at least four (4) years from the termination of this Agreement; and during this four-

year period, *CONTRACTOR* shall use *CONTRACTOR*'s best efforts to ensure that there is no change of the retroactive date on this insurance coverage.

The policy or policies shall provide *CONTRACTOR* thirty (30) days prior notice in case of cancellation, non-renewal, or significant coverage changes. *CONTRACTOR* shall immediately provide notice to *KUNA* in such an event.

*KUNA* is hereby authorized to reduce the requirements set forth above in the event he/she determines that such reduction is in *KUNA*'s best interest.

It is agreed that any insurance maintained by *KUNA* shall apply in excess of and not contribute with insurance provided by this policy.

Each insurance policy required by this Agreement, excepting policies for worker's compensation and professional liability shall provide that:

*KUNA*, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of, the named insured, performed under contract with *KUNA*. Prior to commencing any work under this Agreement, *CONTRACTOR* shall deliver to *KUNA* insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Also, within thirty (30) days of the execution date of this Agreement, *CONTRACTOR* shall provide to *KUNA* endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signature's company affiliation and title. Should it be deemed necessary by *KUNA*, it shall be *CONTRACTOR*'s responsibility to see that *KUNA* receives documentation acceptable to *KUNA* which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. Also, *KUNA* has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

In addition to any other remedies *KUNA* may have if *CONTRACTOR* fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, *KUNA* may, at its sole option:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - A. Order *CONTRACTOR* to stop work under this Agreement and/or withhold any payment(s) which become due to *CONTRACTOR* hereunder until *CONTRACTOR* demonstrates compliance with the requirements hereof.
  - B. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies *KUNA* may have and is not the exclusive remedy for *CONTRACTOR*'s failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property resulting from CONTRACTOR's, or its subcontractor's, negligent performance of the work covered under this Agreement.

**16. NON-WAIVER:**

Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

**17. CHOICE OF LAW:**

Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Idaho.

**18. ENTIRE AGREEMENT:**

This is the entire Agreement of the parties and can only be modified or amended in writing by the parties.

**19. SEVERABILITY:**

If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

**20. ATTORNEY FEES:**

Determination of how reasonable attorney fees shall be awarded in any action to enforce this Agreement or to declare or termination of this Agreement shall be in accordance with Idaho Code Section 12-117 (1) or recodification or amendment of said statute.

DATED this 17<sup>th</sup> day of August, 2019.

KUNA:

Joe Stear  
KUNA

Joe Stear  
Mayor

CONTRACTOR:

By Brian D. Smith  
Brian D. Smith, P.E.

J-U-B ENGINEERS, Inc.  
250 S. Beechwood Ave., Suite No. 201  
Boise, Idaho 83709  
Its Area Manager

ATTEST:

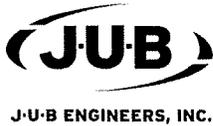
Chris Engels  
Chris Engels  
City Clerk



WITNESS:

[Signature]  
(Signature of Witness or Notary Public)

Form and content approved by \_\_\_\_\_, as attorney KUNA.



**J-U-B ENGINEERS, Inc.  
AGREEMENT FOR PROFESSIONAL SERVICES**

**City of Kuna  
Urban Renewal District Eligibility Study  
August 2019**

**Exhibit A – Scope of Services, Schedule, and Basis of Fee**

The Agreement for Professional Services is amended and supplemented to include the following provisions regarding the Scope of Services, Schedule of Services, and the Basis of Fee:

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 the CITY OF KUNA (CITY) to which this exhibit and any other exhibits have been attached.

**PROJECT UNDERSTANDING**

The goal of the project is to assist the CITY with developing an urban renewal district eligibility study.

The scope of services for J-U-B is identified with five (5) primary tasks, described in detail in Part 1:

**Urban Renewal Eligibility Study**

- Task 010 – Project Management, Meetings and Coordination
- Task 020 – Stakeholder Outreach Assistance
- Task 030 – Information Gathering, Analysis & Mapping
- Task 040 – Eligibility Study Document
- Task 050 – Presentation Materials

**PART 1 - SCOPE OF SERVICES**

**A.** Basic Services - J-U-B's Basic Services under this Agreement are limited to the following tasks. CITY reserves the right to add subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule.

**Task 010 – Project Management, Meetings and Coordination**

J-U-B will develop a study process schedule with tasks, dates and responsible persons; manage the project with monthly meetings, monthly billings and frequent communication with the City and project staff throughout the study process. The duration of this project is anticipated to take up to three (3) months.

Deliverables:

- 1) Study Process Schedule
- 2) Monthly meeting notes (3)
- 3) Monthly invoices (3)

Assumptions:

- 1) Monthly meetings are expected to take a maximum of 1.5 hours in duration, and can take place either through a conference call or in person. Up to two (2) J-U-B staff will attend each meeting.

**Task 020 – Stakeholder Outreach Assistance**

J-U-B will work with city staff on developing a Frequently Asked Questions (FAQ's) sheet, list of stakeholder questionnaire, and will provide a cursory review of a stakeholder list produced by the City of Kuna. The City of Kuna will be responsible for conducting stakeholder interviews and providing maps for discussion regarding possible Urban Renewal District areas to evaluate.

Deliverables:

- 1) FAQ's sheet
- 2) Stakeholder Assessment Questions
- 3) Stakeholder List (to be interviewed)

Assumptions:

- 1) City staff will provide stakeholder interview list for J-U-B to review.
- 2) City staff will be responsible for providing all maps.
- 3) City staff will conduct all stakeholder interviews.

**Task 030 – Information Gathering, Analysis and Mapping**

J-U-B will conduct the following activities within this task:

- 1) Review potential district areas with the city
- 2) Complete a site visit of the area(s)
- 3) Review and document deteriorating/deteriorated area characteristics based on site visit, assessor data, City data, GIS data, and other available sources.
- 4) Perform a Legislation review for conformity with the law (not a legal review, assume URA legal counsel will provide legal review).
- 5) Prepare Exhibit maps of the selected area(s) including:
  - a. Study area(s)
  - b. Field observed land use
  - c. Deterioration of structures
  - d. Blocks within study area
  - e. Large lots within study area
  - f. Rights-of-way within study area
  - g. Bike and pedestrian connectivity
  - h. Deterioration of sites in study area
  - i. FEMA and flood hazards in study area

Assumptions:

- 1) J-U-B's work does not include a legal review.
- 2) The City will be responsible for legal counsel review.

### Task 040 – Eligibility Study Document

J-U-B will prepare an Eligibility Study document. It is anticipated the Eligibility Study document will consist of 15-20 pages including text and maps. This task includes up to three (3) versions: draft, final draft and final.

#### Deliverables:

- 1) Version 1 – draft for City staff and legal counsel review
- 2) Version 2 – final draft for city council/urban renewal agency Board review
- 3) Version 2 – final for adoption

#### Assumptions:

- 1) City staff will be responsible for distribution of plan for review and will facilitate comments to be addressed by J-U-B.
- 2) City will compile comments into a single format for J-U-B to address.

### Task 050 – Presentation Materials

J-U-B will prepare presentation materials for city staff's use. Presentation materials will consist of a power point presentation (up to 20 slides), an electronic version of the Eligibility Study and up to ten (10) hard copies.

#### Deliverables:

- 1) Power point presentation – up to 20 slides
- 2) Electronic pdf version of the Eligibility Study
- 3) Ten (10) hard copies of the Eligibility Study

#### Assumptions:

- 1) City staff will present the Eligibility Study to stakeholders, appointed and elected officials.
- 2) J-U-B will prepare one (1) draft power point for city staff review and one (1) final power point for presentation purposes

**B. CITY's Responsibilities/Exclusions from Current Scope** - CITY is responsible for completing, authorizing J-U-B to complete as Additional Services, or authorizing others to complete all tasks not specifically included above in J-U-B's Basic Services that may be required for the project, including, but not limited to:

1. Ensure staff availability to review documents and provide active direction and timely decisions in writing pertaining this scope of work.
2. Furnish to J-U-B any other available information pertinent to the Project including reports and data relative to this scope of work.

## PART 2 - SCHEDULE OF SERVICES

**A.** The following table summarizes the anticipated schedule for the identified Basic Services predicated upon timely receipt of CITY-provided information, typical review periods, and active direction during

work. CITY acknowledges that the J-U-B will not be responsible for impacts to the schedule by events or actions of others over which J-U-B has no control.

Task Number	Task Name	Anticipated Schedule
010	Project Management, Meetings and Coordination	August-October 2019
020	Stakeholder Outreach Assistance	August 2019
030	Information Gathering, Analysis & Mapping	August-September 2019
040	Eligibility Study Document	August-October 2019
050	Presentation Materials	October 2019

### PART 3 - BASIS OF FEE

A. CITY shall pay J-U-B for the identified Basic Services as follows:

1. The CITY will pay up to \$8,000 for FY 2019 budget, with the remaining contract amount (approximately \$10,240) pending City Council approval of the FY 2020 budget.
2. 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.
3. For Time and Materials (T&M) fees:
  - a. CITY shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each J-U-B employee times that employees' standard billing rate for all services performed on the Project, plus Reimbursable Expenses and J-U-B's J-U-Bs' charges, if any.

B. The fee types and amounts for each task are presented in the following table:

Task Number	Task Name	Fee Type	Amount
010	Project Management, Meetings and Coordination	Lump Sum	\$1,600
020	Stakeholder Outreach Assistance	Lump Sum	\$1,800
030	Information Gathering, Analysis & Mapping	Lump Sum	\$6,900
040	Eligibility Study Document	Lump Sum	\$6,000
050	Presentation Materials	Lump Sum	\$1,140
060	Reimbursables (travel, mileage, copies)	Lump Sum	\$800
<b>Total:</b>			<b>\$18,240</b>

C. Period of Service: If the period of service for the task identified above is extended beyond 18 months, the compensation amount for J-U-B's services shall be appropriately adjusted to account for inflation and salary adjustments.