



MEETING NOTICE & AGENDA

KUNA URBAN RENEWAL AGENCY

June 3, 2020

City Council Chambers

6:00 p.m.

751 W. 4th Street

Kuna, Idaho

Under authority of the Governor's partial Open Meeting Law Suspension Proclamation dated March 13, 2020, and due to social distancing protocol,

the Council Chambers Audience Occupancy Capacity is 15.

Social Distancing will be enforced.

The first 15 persons who appear, in addition Agency Commissioners, Agency staff and consultants (if any), will be allowed in Council Chambers. All other persons may access the meeting via Live Streaming.

The meeting will also be conducted through the use of a video conference call (zoom) for Agency Commissioners, Agency Staff and Consultants. Persons who wish to provide comment on agenda items may do so by emailing Lisa Holland at lholland@kunaid.gov on or before June 03, 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. Consent Agenda: ALL OF THE LISTED CONSENT AGENDA ITEMS ARE ACTION ITEMS

All items listed under the Consent Agenda are considered to be routine and are acted on with one motion by the Urban Renewal Agency. There will be no separate discussion on these items unless the Chair, Commissioner, or Agency Staff requests an

item to be removed from the Consent Agenda for discussion. Items removed from the Consent Agenda will be placed on the Regular Agenda.

- a. URA Special Meeting Minutes Dated April 24, 2020
 - b. Consideration of Resolution No. URA 03-2020 Approval of Engagement Letter between Elam and Burke and Kuna Urban Renewal Agency
 - c. Consideration of Resolution No. URA 04-2020 Approval of City Staff providing administrative assistance to agency with City Clerk serving as Secretary, City Treasurer serving as Treasurer, and Economic Development Director serving as Administrator.
 - d. Consideration of Resolution No. URA 05-2020 Retention of J-U-B to study the proposed East Kuna District and prepare an eligibility study.
4. **Discussion Item:** Ada County Letter & Parcels in Eligibility Study Outside of City Limits
 5. **Discussion Item:** JUB Scope of Work Overview & Discussion on Next Steps
 6. Board Questions or Concerns
 7. Adjourn

NOTICE OF SPECIAL MEETING

KUNA URBAN RENEWAL AGENCY

April 24, 2020

1:00 p.m.

751 W. 4th 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 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/>

MINUTES

1. Call to order/Roll Call

COMMITTEE MEMBERS PRESENT:

Commissioner Todd Cooper- Via Zoom

Commissioner Rocco D’Orazio- Via Zoom

Commissioner Winston Inouye- Via Zoom

Commissioner Greg McPherson- Via Zoom

Commissioner Tayler Tibbitts- Via Zoom

Note: Commissioner Greg McPherson appointed temporary Chair to begin the meeting until officer elections took place

CITY STAFF PRESENT:

Chris Engels, City Clerk- Via Zoom
Lisa Holland, Economic Development- Via Zoom

ELAM AND BURKE LAW FIRM:

Ryan P. Armbruster- Via Zoom
Meghan S. Conrad- Via Zoom

2. Action Item: Approval of Agenda
(Timestamp 00:02:10)

Motion to approve agenda by Commissioner Inouye. Seconded by Commissioner Cooper. Motion carried 5-0-0.

3. Action Item: Consideration of Resolution No. 2020-01 Approving Amended and Restated Bylaws of Kuna Urban Renewal Agency.
(Timestamp 00:03:20)

Chair McPherson opened presentation of Bylaws. He asked if there were any questions pertaining to the Bylaws.

Ryan Armbruster, Elam & Burke, explained the purpose of Bylaws to committee.

Meghan Conrad, Elam & Burke, reviewed Section 6 that included holding regular meetings at Kuna City Hall on the first Wednesday of February, March, July, August, and November. This was to help with scheduling of Reporting Requirements. Ms. Conrad also discussed Officers and the ability to combine the secretary and treasurer positions. The positions could be facilitated by City Staff. Those positions did not need to be members of the URA. The bylaws were renamed as 2020 Bylaws. Ms. Conrad referred back to Section 6 on page 2 of 7 to discuss the regular meeting schedule time frame that would work for everyone.

Economic Development Director, Lisa Holland, asked if 6:00 PM was a good time for everyone on the first Wednesday of every month.

All members stated that the time of 6:00 PM on the first Wednesday of every month would be the regular meeting time.

Ms. Holland also brought up the Resolution number changing from the current format to URA01-2020.

Commissioner Cooper moved to approve the discussed changes for the 2020 bylaws (Resolution URA01-2020) and regular meeting schedule for the URA. Commissioner Inouye second the motion. Motion carried 5-0-0.

4. **Action Item:** Election of officers
a. Chair, Vice-Chair, Secretary and Treasurer
(Timestamp 00:16:20)

Commissioner D’Orazio moved to nominate Greg McPherson as Chair. Commissioner Inouye seconded the motion. Motion carried 5-0-0.

Commissioner D’Orazio moved to nominate Winston Inouye as Vice-Chair. Commissioner Cooper seconded the motion. Motion carried 5-0-0.

Commissioner Cooper moved to nominate City Clerk Chris Engels as the URA Secretary and to nominate City Treasurer Jared Empey as the URA Treasurer. Commissioner Tibbitts seconded the motion. Motion carried 5-0-0.

5. **Discussion Item:** Role of City in providing administrative assistance to the Agency.
(Timestamp 00:23:10)

Lisa Holland, Chris Engels and Jared Empey will provide administrative assistance to the URA; Chris Engels or a designated representative from the City Clerk’s office as Secretary, Jared Empey as Treasurer, and Lisa Holland providing administrative/director assistance.

Meghan Conrad, Elam & Burke, suggested a memorandum of understanding on the relationship between the City of Kuna staff and the URA with the scope of work that the City Staff will be conducting for the URA.

6. **Action Item:** Financial Matters
a. Process for payment of invoices;
(Timestamp 00:26:30)

For now, the City will process payment of invoices and manage the financial reporting needs for the Urban Renewal Agency. No Action needed at this time.

7. **Action Item:** Approval of Engagement Letter between Elam and Burke and Kuna Urban Renewal Agency
(Timestamp 00:29:35)

Meghan Conrad, Elam & Burke, reviewed and explained the engagement letter between the City of Kuna and Elam and Burke.

Commissioner D’Orazio moved to approve the Engagement Letter. Motion seconded by Commissioner Cooper. Motion carried 5-0-0.

8. **Action Item:** Consideration of Resolution No. 2020-02 Approving Eligibility Report for West Downtown District Study Area
(Timestamp 00:37:31)

Lisa Holland introduced the Eligibility Report for the West Downtown District Study area and it was noted that a few minor legal changes were still needed in the document prior to presenting to City Council.

Commissioner Inouye motioned to approve URA02-2020 with consideration of the legal changes that would be made, however, did not change the purpose or function, just clarified the Resolution. Commissioner Cooper seconded the motion. Motion carried 5-0-0.

9. **Action Item:** Consider retention of J-U-B to study the proposed East Kuna District and prepare an eligibility study.

(Timestamp 00:49:05)

Commissioner Inouye moved to approve the retention of J-U-B to study the proposed East Kuna District and prepare an eligibility study. Seconded by Commissioner D’Orazio. Motion carried. 5-0-0.

10. Board Concerns

(Timestamp 00:56:01)

Commissioner Inouye questioned if there was a policy in place for insurance or legal representation.

Ryan Armbruster Explains that URA agencies generally have separate policies and would be a best practice moving forward.

Economic Development Director Lisa Holland will get with City Clerk Chris Engels to see what policies the City have in place.

11. Adjourn

(Timestamp 00:58:29)

Commissioner Cooper motioned to adjourn. Seconded by Commissioner D’Orazio. Motion carried to adjourn the URA meeting at 2:01 P.M. 5-0-0.

RESOLUTION NO. URA03-2020**BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF KUNA, IDAHO, A/K/A THE KUNA URBAN RENEWAL AGENCY:**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF KUNA, IDAHO, A/K/A THE KUNA URBAN RENEWAL AGENCY, APPROVING THE ENGAGEMENT OF ELAM & BURKE, P.A. AS LEGAL COUNSEL TO THE AGENCY; AUTHORIZING AND DIRECTING THE CHAIR TO EXECUTE THE ENGAGEMENT LETTER DATED APRIL 17, 2020; 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 Council (the “City Council”) and Mayor of the City of Kuna (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 (the “Study Area”);

WHEREAS, by adoption of City Council Resolution No. R20-2020, dated February 18, 2020, the City engaged Elam & Burke, P.A. to provide legal services to the City related to the proposed establishment of an urban renewal/revenue allocation area for the Study Area, the proposed West Kuna District;

WHEREAS, by adoption of City Council Resolution No. R23-2020, dated March 17, 2020 the Mayor and City Council appointed five (5) individuals to the Agency Board and established the terms for each seat;

WHEREAS, the Law and Article III, Section 9 of the 2020 Bylaws provides the Agency may employ legal counsel;

WHEREAS, the Agency seeks to engage legal counsel for services related to general urban renewal agency matters as well as to support the establishment of one or more proposed urban renewal districts and their corresponding revenue allocation areas;

WHEREAS, Elam & Burke, P.A. submitted a proposed engagement letter for legal services to the Agency, dated April 17, 2020 (the “Engagement Letter”);

WHEREAS, the Agency Board at its meeting on April 24, 2020, approved the Engagement Letter by motion;

WHEREAS, prior to executing the Engagement Letter, the Agency seeks to approve the Engagement Letter by resolution;

WHEREAS, the Agency Board finds it in the best public interest to engage Elam & Burke, P.A. as legal counsel to the Agency.

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

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

Section 2: That the Engagement Letter as attached hereto as Exhibit A is hereby approved.

Section 3: That the Board Chair is hereby authorized to sign the Engagement Letter on behalf of the Agency.

Section 4: That following receipt of the signed Engagement Letter, Elam & Burke, P.A. will proceed with formally terminating its engagement with the City.

Section 5: 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 June 3, 2020. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on June 3, 2020.

APPROVED:

By _____
Chair of the Board

ATTEST:

By _____
Secretary

RYAN P. ARMBRUSTER
MEGHAN SULLIVAN CONRAD

ELAM & BURKE
ATTORNEYS AT LAW

251 East Front Street, Suite 300
Post Office Box 1539
Boise, Idaho 83701
Telephone 208 343-5454
Fax 208 384-5844
E-mail :
rpa@elamburke.com
msc@elamburke.com

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

April 17, 2020

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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.

April 17, 2020

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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.

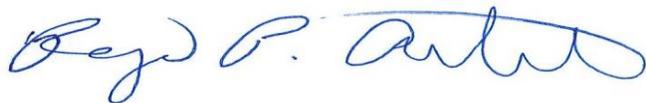
Approval

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

April 17, 2020
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Accepted and Approved:

KUNA URBAN RENEWAL AGENCY

By _____
Chair

Dated

**RESOLUTION NO. R20-2020
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE “ENGAGEMENT OF ELAM & BURKE” LETTER WITH ELAM & BURKE ATTORNEYS AT LAW FOR LEGAL REVIEW OF THE URBAN RENEWAL ELIGIBILITY STUDY AND SUPPORTING SERVICES FOR ESTABLISHING A POTENTIAL URBAN RENEWAL DISTRICT; AND AUTHORIZING THE MAYOR TO SIGN SAID LETTER.

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

Section 1. The “*Engagement of Elam & Burke*” Letter with Elam & Burke Attorneys at Law for legal review of the Urban Renewal Eligibility Study and supporting services for establishing a potential Urban Renewal District, 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 sign said Letter on behalf of the City of Kuna, Idaho.

PASSED BY THE COUNCIL of Kuna, Idaho this 18th day of February, 2020.

APPROVED BY THE MAYOR of Kuna, Idaho this 18th day of February, 2020.



Joe L. Stear, Mayor

ATTEST:



Chris Engels, City Clerk



RYAN P. ARMBRUSTER
MEGHAN SULLIVAN CONRAD

ELAM & BURKE
ATTORNEYS AT LAW

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msc@elamburke.com

February 12, 2020

City Council of the City of Kuna
c/o Lisa Holland, Economic Development Director
lholland@kunaid.gov

Re: Engagement of Elam & Burke

Dear Mayor and City Council Members:

Thank you for considering Elam & Burke, P.A. (“Firm”) to assist the city of Kuna 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. 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 a Plan for the Project Area. 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.

February 12, 2020

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We will bill the City on a monthly basis for the services and costs incurred on its behalf. The City agrees to pay such bills within thirty days of receiving them. If fees and 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 City. 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 City, the City will be liable for our expenses and attorney fees incurred in doing so.

We understand the City 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.

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

February 12, 2020

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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 \$7,500.

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

February 12, 2020

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- 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. 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.

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

February 12, 2020

Page 5

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

February 12, 2020
Page 6

Accepted and Approved:

CITY OF KUNA, IDAHO

By 
Mayor

2-19-2020
Dated

RESOLUTION NO. URA04-2020

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF KUNA, IDAHO, A/K/A THE KUNA URBAN RENEWAL AGENCY:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF KUNA, IDAHO, A/K/A THE KUNA URBAN RENEWAL AGENCY, DESIGNATING AN AGENCY ADMINISTRATOR, SECRETARY AND TREASURER; 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 Council (the “City Council”) and Mayor of the City of Kuna (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, by adoption of City Council Resolution No. R23-2020, dated March 17, 2020 the Mayor and City Council appointed five (5) individuals to the Agency Board and established the terms for each seat;

WHEREAS, by adoption of Agency Resolution No. 2020-01, dated April 24, 2020, the Agency approved the 2020 Bylaws;

WHEREAS, the Law and Article III, Section 9 of the 2020 Bylaws provides the Agency may employ an Administrator;

WHEREAS, Article IV of the 2020 Bylaws identifies the officers of the Agency as the Chair, Vice-Chair, Secretary and Treasurer, noting the Secretary/Treasurer position may be combined upon approval of the Agency Board;

WHEREAS, the Agency does not have a revenue stream under the Act and the City has budgeted certain funds to support the establishment of an urban renewal project and revenue

allocation area, including the use of certain City staff to provide administrative support to the Agency;

WHEREAS, at the Agency Board meeting on April 24, 2020, the Agency Board evidenced its intent to designate the City’s Economic Development Director as the Agency Administrator, which position is currently held by Lisa Holland;

WHEREAS, at the Agency Board meeting on April 24, 2020, the Agency Board elected City staff to provide support for the Agency’s Secretary and Treasurer duties;

WHEREAS, the Agency seeks to formally designate certain City staff to provide administrative services to the Agency;

WHEREAS, the Agency Board finds it in the best public interest to designate the City’s Economic Development Director as the Agency’s Administrator, the City Clerk or his/her designee as the Agency’s Secretary and the City Treasurer or his/her designee as the Agency’s Treasurer.

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

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

Section 2: That the Agency Board declares and finds that the City’s Economic Development Director, currently Lisa Holland, will serve as the Administrator of the Agency.

Section 3: That the Agency Board declares and finds that the City Clerk or his/her designee will serve as the Secretary of the Agency.

Section 4: That the Agency Board declares and finds that the City Treasurer or his/her designee will serve as the Treasurer of the Agency.

Section 5: 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 June 3, 2020. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on June 3, 2020.

APPROVED:

By _____
Chair of the Board

ATTEST:

By _____
Secretary

RESOLUTION NO. URA 05-2020

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF KUNA, IDAHO, A/K/A THE KUNA URBAN RENEWAL AGENCY:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF KUNA, IDAHO, A/K/A THE KUNA URBAN RENEWAL AGENCY, APPROVING THE ENGAGEMENT OF J-U-B ENGINEERS, INC. TO REVIEW THE PROPOSED EAST KUNA STUDY AREA AND PREPARE AN ELIGIBILITY STUDY; AUTHORIZING AND DIRECTING THE CHAIR TO EXECUTE THE ENGAGEMENT AGREEMENT; 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 Council (the “City Council”) and Mayor of the City of Kuna (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 engaged 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 (the “Kuna West Study Area”);

WHEREAS, by adoption of City Council Resolution No. R23-2020, dated March 17, 2020 the Mayor and City Council appointed five (5) individuals to the Agency Board and established the terms for each seat;

WHEREAS, the Law and Article III, Section 9 of the 2020 Bylaws provides the Agency may employ technical experts and/or other agents as the Agency may require;

WHEREAS, the Agency seeks to engage J-U-B Engineers, Inc. to review a certain geographic area in East Kuna for eligibility pursuant to the Law and the Act and to prepare an eligibility study for the East Kuna Study Area;

WHEREAS, J-U-B Engineers, Inc. submitted a proposal for services to the Agency (the “Engagement Agreement”);

WHEREAS, the Agency Board at its meeting on April 24, 2020, approved the Engagement Agreement by motion;

WHEREAS, prior to executing the Engagement Agreement, the Agency seeks to approve the Engagement Agreement by resolution;

WHEREAS, the Agency Board finds it in the best public interest to engage J-U-B Engineers, Inc. to review and prepare an eligibility study for the Kuna East Study Area.

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

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

Section 2. That the Engagement Agreement as attached hereto as Exhibit A is hereby approved.

Section 3. That the Board Chair is hereby authorized to sign the Engagement Agreement on behalf of the Agency.

Section 4. 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 June 3, 2020. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on June 3, 2020.

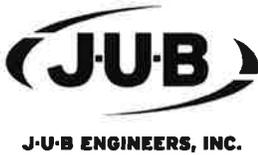
APPROVED:

By _____
Chair of the Board

ATTEST:

By _____
Secretary

4817-5911-9294, v. 1



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:

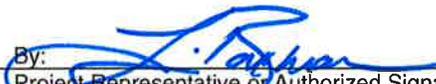
To be completed by December 31, 2020.

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 6th day of August, 2019.

APPROVED BY THE MAYOR of Kuna, Idaho this 6th 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 17th day of August, 2019.

KUNA:

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:

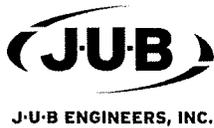
Chris Engels
Chris Engels
City Clerk

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
Total:			\$18,240

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.



ADA COUNTY

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May 29, 2020

Via Email

Mayor Joe Stear
City Council Members
City of Kuna
715 W 4th St.
Kuna, ID 83634

RE: Request for Resolution to adopt the findings of Kuna's Urban Renewal Agency

Dear Mayor Stear and City Council:

Ada County appreciates the invitation to adopt a resolution adopting the findings of your Urban Renewal Agency, relating to the West Kuna Urban Renewal Area (URA). Ada County is very supportive of Kuna and the efforts you are making to diversify your economic base by creating more opportunity for industrial and commercial uses. We recognize the benefits that will come to you as a city, us as the county and ultimately the region with your efforts.

However, after reviewing the study provided and the Ada County Future Land Use map, we feel that expanding the URA outside city limits and including agricultural land would not be in conformance with our vision and adopted policies. The unincorporated property you are seeking to include is located within Kuna's Area of City Impact A and B. These designations were approved by Ada County in 2017 as part of an agreement with the City of Kuna. The Area of Impact B is subject to Ada County's Future Land Use map and Comprehensive Plan, and this area is designated as Agriculture (Irrigated). The Comprehensive Plan discourages development within this designation and lists farmland, cropland, vineyards, pastures, orchards and other low intensity agricultural uses as primary uses.

Additionally, portions of this study area are designated as Prime Farmland by the U.S. Department of Agriculture, which are lands that have been identified as having the best combination of physical and chemical characteristics for the production of crops that are still available for farming. As Goal 2.5b of the Ada County Comprehensive Plan supports the conservation of prime agricultural land and irrigated farmland. The preservation of existing agricultural land is especially important at this time due to the significant loss of farmland the region has experienced due to growth, and the development pressures that continue to affect agricultural lands in the County.

Mayor Joe Stear
City Council Members
May 29, 2020
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Ada County would encourage Kuna to look at other tools for funding development inside city limits. With the strength of our economy and pace of growth, developer funded improvements would seem to be a viable option for this area.

Ada County does look forward to continuing to work with Kuna to best develop a workable land use vision within the region that balances the need for economic development with an interest in providing efficient public facilities and preserving public and agricultural lands.

Sincerely,

ADA COUNTY BOARD OF COMMISSIONERS



Kendra Kenyon, Commissioner



Diana Lachiondo, Commissioner



Patrick Malloy, Commissioner