



MEETING NOTICE & AGENDA

KUNA URBAN RENEWAL AGENCY

July 1, 2020

City Council Chambers

6:00 p.m.

751 W. 4th Street

Kuna, Idaho

Due to social distancing protocol,

*the **Council Chambers Audience Occupancy Capacity is 15.***

Social Distancing will be required.

***The first 15 persons** who appear, in addition URA Council, and staff, will be allowed in Council Chambers. All other persons may access the meeting via Live Streaming.*

The meeting will be conducted through the use of a video conference call (zoom) for Board Members, City 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 July 01, 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:** Adoption of the Agenda
3. **Action Item:** Consent Agenda – Approving Minutes from June 3, 2020 Meeting
4. **Business Item:** District Plan Next Steps (JUB & Elam & Burke)
 - a. JUB Scope of Work

- b. Draft Timeline
- c. Discussion Items:
 - i. Scheduling Public Workshops
 - ii. Refine district boundary
 - iii. ACHD Commissioners Update
 - iv. Q&A from URA Commissioners
- 5. **Action Item:** Consider Resolution No. URA06-2020 approving the professional services contract with J-U-B Engineers, Inc. to facilitate the urban renewal plan for the Kuna West District, prepare the economic feasibility study, and to prepare the boundary map and legal description of the project area.
- 6. **Discussion Item:** Proposed FY2021 Budget – Jared Empey, Treasurer.
- 7. **Action Item:** Tentative approval of the FY2021 budget, selection of the public hearing date, and authorization to publish notice.
- 8. Board Questions or Concerns
- 9. Adjourn



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/>

MINUTES

1. **Call to order/Roll Call**

COMMITTEE MEMBERS PRESENT:

Commissioner Todd Cooper – Via Zoom

Commissioner Rocco D’Orazio – Absent

Commissioner Winston Inouye – City of Kuna Council Chambers

Chair – Greg McPherson- City of Kuna Council Chambers
Commissioner Tayler Tibbitts – Via Zoom

CITY STAFF PRESENT:

Lisa Holland, Economic Development Director
Nathan Stanley, Deputy City Clerk

ELAM AND BURKE LAW FIRM:

Meghan S. Conrad- Via Zoom

J-U-B ENGINEERS:

Brad Marshall- Via Zoom (Coeur d’Alene)
Lisa Bachman- Via Zoom (Boise)
Alivia Metts- Via Zoom (Coeur d’Alene)

2. **Action Item:** Approval of Agenda
(Timestamp 00:03:27)

Motion to approve agenda by Commissioner Cooper. Seconded by Commissioner Tibbitts. Motion carried 4-0-0.

3. **Consent Agenda:** ALL OF THE LISTED CONSENT AGENDA ITEMS ARE ACTION ITEMS
(Timestamp 00:05:15)

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.

Motion to approve Consent Agenda by Commissioner Cooper. Seconded by Commissioner Tibbitts. Motion carried 4-0-0.

4. **Discussion Item:** Ada County Letter & Parcels in Eligibility Study Outside of City Limits

(Timestamp 00:05:57)

Chair McPherson opened for discussion on the Ada County letter in the packet as well as what that means for the eligibility study. He asked City of Kuna Economic Development Director and Urban Renewal Agency Administrator Lisa Holland for an overview.

Ms. Holland reviewed since the last meeting; the Eligibility Study was presented to the Ada County Board of Commissioners as well as Kuna City Council for their approval. Because there were a few parcels included in the eligibility area that were not in City limits, an inter-governmental agreement with Ada county would be needed to include those parcels as part of an Urban Renewal District.

Mayor Stear, Meghan Conrad and Ms. Holland met with the Ada County Board of Commissioners on May 14, 2020 to make a formal request for consideration. They had passed on a resolution for Ada County’s consideration letting them know that Kuna was still in the preliminary stages, but would love to have their participation. They followed up with a detailed memo on May 19, 2020 answering some questions from the Board of Commissioners. Ms. Holland was happy to distribute and make the memo available in the minutes of this meeting. She noted in the packet, there was a copy of the letter Ada County responded back with on May 29, 2020.

Ms. Holland gave a little more history. The City of Kuna adopted a new comprehensive plan in July 2019 after over two years of community input. That plan had not formally been adopted by Ada County yet, so they were referring to Kuna’s former Area of Impact from a previous plan when they reference Area A and B. In Kuna’s Future Use Map, the area they were including in Ada County was indicated for future light industrial, which was the reason for wanting to include it in the study.

Ms. Holland stated preserving farmland was certainly something in the comprehensive plan as a priority. In Kuna’s current City Area of Impact, 8,400 acres were zoned ag. The Comp Plan designated to preserve 7,900 acres of agriculture. Bedrock depth was between 20-40 inches for the proposed Ada County Parcels in the eligibility study, so there were only a few types of crops or seed plants that could be farmed there.

In forming an Urban Renewal District, anyone who claimed an ag exemption would have to sign a document saying they were ok being included in the Urban Renewal boundaries, and they had the option to opt out. Kuna would never force a change of use on a property owner.

Ms. Holland said, while Ada County was supportive of Kuna’s Economic development initiatives, they had decided to not participate in forming the district. Without including some of these parcels in the district, it’s unlikely they would see development happen anytime in the future.

Ms. Holland shared they drafted a letter for property owners they planned to send out the next week that offers information about Urban Renewal, and gives them an option to

annex into the City of Kuna if they would like to participate. The City would manage the annexation of any owners who wanted to be included, and waive the fee for annexing. Kuna would then move forward in planning efforts for the district only focused on parcels within City limits.

Ms. Holland stood for any questions related to Ada County before bringing Lisa Bachman with JUB up to introduce a few of their team members and talk through the general process of what would come next.

She also asked if Ms. Conrad wanted to add any comments.

Commissioner Cooper asked Ms. Holland, coming from an overarching planning perspective, without the Ada County involvement, did she feel it was a significant loss to the district or was there plenty of other areas that would need their attention.

Ms. Holland explained it was still a pretty good size area they still wanted to look at, regardless of those parcels. It was just a matter of how to prioritize which project they wanted to see as part of the district. They would remove the parcels that didn't want to be part of the district. A few people had already indicated they wanted to annex into the district anyway. The biggest greenfield parcels, the ones that were open for brand new developments for the developers, were a lot of the ones in the county and they would miss out on some of that land size. She believed roughly 20 percent of the district was part of the county.

Lisa Bachmann, J-U-B Engineers, confirmed the percent of the district that was part of unincorporated Ada County.

5. Discussion Item: JUB Scope of Work Overview & Discussion on Next Steps
(Timestamp 00:13:18)

Brad Marshall, J-U-B Engineers, reviewed J-U-Bs roll in the Eligibility Study and the next steps that would be taken in the process.

Lisa Bachman, J-U-B Engineers, summarized along with what Mr. Marshall reviewed in the role of J-U-B Engineers.

6. Board Questions or Concerns
(Timestamp 00:23:00)

No questions or concerns.

7. Adjourn
(Timestamp 00:23:35)

Chair McPherson adjourned the meeting at 6:26 PM.

APPROVED:

By _____
Chair of the Board

ATTEST:

By _____
Secretary

*Minutes prepared by Nathan Stanley, Deputy City Clerk
Date Approved: URAM 07.01.2020*



CITY OF KUNA
P.O. BOX 13
KUNA, ID 83634
www.kunacity.id.gov

MEMO

Date: May 19, 2020
From: Lisa Holland, Economic Development Director
To: Ada County Board of Commissioners
RE: Follow-up Urban Renewal Discussion

Board of Commissioners,

Thank you for the opportunity to meet on Thursday, May 14th to discuss and review the Eligibility Study Area boundaries for the City of Kuna's proposed Urban Renewal District, which currently includes parcels within unincorporated Ada County. As discussed, this project is currently in the Eligibility Study phase of developing an Urban Renewal District. To allow the planning to proceed, a resolution from the Ada County Board of County Commissioners is necessary to essentially accept the findings in the Eligibility Study and determine a need for an urban renewal project in the area of operation. Following adoption of this resolution, the City of Kuna would work closely with Ada County to identify projects, to negotiate an inter-government agreement and to proceed with Ada County's adoption of a transfer of powers ordinance prior to the City of Kuna's consideration of an ordinance adopting any urban renewal plan for the proposed Urban Renewal District. We wanted to provide a follow-up note to answer a few of the questions we heard:

- **What do you hope to accomplish in the plan?**
 - o At this point in time, we are only at the eligibility study phase. This study helps illustrate what areas qualify for a potential urban renewal district or revenue allocation area. If City Council adopts this study with the recommendation from the Urban Renewal Agency, the next step would be a 3-6 month planning process to create a specific district plan.
 - o We have had multiple meetings with our economic development committee as well as a strategic planning workshop where we brainstormed potential initiatives that could be included (roadway improvements, lift stations, public works infrastructure, site preparation, etc).
 - o The City of Kuna would only use Urban Renewal for public infrastructure related projects. At this time we do not anticipate using the tool for construction of public buildings.
- **If we sign off on the requested resolution, which would allow planning to continue, does that mean the future Urban Renewal District will include all of the parcels as shown? Why include pieces that are not in City limits?**
 - o No, the district could still be modified after the eligibility study is adopted. The district may be smaller than the area studied but could not be larger without reviewing the eligibility of the proposed additional area. If the County decides to partner with the City on endorsing the Eligibility Study, it just allows us to coordinate together on identifying the projects to be accomplished within the district. The City would prefer to have direction from the County sooner rather than later in the planning process as it will be important to know the boundaries of the proposed District as that will direct the projects to be included in the proposed plan. If the County decides it would prefer the unincorporated Ada County parcels not be

included in the District, those parcels would be excluded from the revenue allocation area, except for any parcels proceeding with annexation.

- Any pieces of land used for agriculture purposes within the last 3 years would have to give their consent to be included in the district. We will be meeting with each landowner to educate them about Urban Renewal and give them a choice on if they'd like to be included or not. If they opt-out, those parcels will not be included within the proposed District.
- We could work with landowners to just annex in, but we'd rather be proactive in creating a good plan and having a project in place first rather than just annexing them in to be a part of the district.
- Some of the areas included in the eligibility study for consideration were selected because of how they relate to the future use map, proximity to Highway 69, the railroad and Indian Creek. There are significant infrastructure needs in this area, and we also plan to collaborate closely with ACHD and ITD in how to prioritize which projects should take place. It's likely that without urban renewal, this area would not see development or roadway improvements take place.

- **Why include greenfield pieces in the boundaries?**

- Chapters 20 and 29, Title 50, Idaho Code allow open land ("greenfield") parcels to be included in a revenue allocation area. Chapter 29, Title 50, Idaho Code sets forth additional eligibility findings for project areas that are predominantly open land. Additionally, consents from property owners are required to include land used for agricultural purposes within the District.
- The selection of greenfield parcels included are very strategic and consistent with the Future Use map for that area. These are also parcels that would not develop unless there was a tool like Urban Renewal in place to help provide infrastructure. It is far too expensive for landowners or developers to bring public infrastructure to these parcels without assistance.
- Sky Ranch in Caldwell had a large percentage of their district as greenfield opportunities, and they have created over 2,000 manufacturing related jobs as a result of Urban Renewal. These jobs would not have located here without Urban Renewal in place to help facilitate the needed infrastructure.
- Kuna has developed as a bedroom community with 90% of our workforce driving to another City every day. Having an Urban Renewal District with some greenfield potential for commercial and industrial sites would enable us to better compete for projects looking for locations in the Valley. They would be located within the core of our City, and hopefully lessen the burden of traffic commuting on Highway 69 every day for work.

- **What other Urban Renewal Districts have worked to do a joint agency agreement between the City and County?**

- There are [89 Urban Renewal Districts](#) in the state of Idaho. Among those, there are many examples of Cities partnering with Counties to form multi-jurisdictional project areas.
- The original Sky Ranch Urban Renewal area in Caldwell entered into a Joint agency agreement with the County. The City estimates that approximately 20% of the Urban Renewal Boundaries were in Canyon County (mostly greenfield parcels). As projects develop, they work to annex into the City.
- The City of Meridian had an inter-agency agreement with Ada County on their Downtown District (see a copy of that agreement attached).
- The Northgate project area in Pocatello included a significant amount of acreage in unincorporated Bannock County.
- The North Interchange project area in Rexburg included parcels from unincorporated Madison County.
- The Eagle Ridge plan in Idaho Falls included parcels from unincorporated Bonneville County.

- **If the Urban Renewal District moves forward, will we have a loss in property tax collections?**

- No. Urban Renewal Districts don't take away any taxes from the County, City, or other tax entities. The taxing entities establish a budget and levy to that budget. The District only captures revenue from the increment value stemming from redevelopment or new development that takes place within the district. This is development or redevelopment that would not have occurred but for urban renewal.
- Example: If a piece of ground is assessed at \$100,000 at the time an Urban Renewal District is formed, but a project comes in that increases the assessed taxable value to \$500,000, the taxes collected on the original \$100,000 would continue to be allocated to the affected taxing entities. The taxes collected on the additional \$400,000 of taxable value would be allocated to the Revenue Allocation Area. Once the Urban Renewal District is closed (no later than 20 years, recognizing the Agency receives its allocation of revenues in the year following the termination date), the County and other taxing entities would then benefit from the increase in value as the increment value is placed on the new construction roll and available for the affected taxing district to increase its budget capacity. The areas included in the urban

renewal district are unlikely to see significant development projects or investment without a tool like Urban Renewal, so it's not a loss to the County, but a long-term gain.

- o Impact fees are still collected within the Urban Renewal District, so police/fire/ACHD or any other applicable impact fees would still need to be paid by new developments coming in.

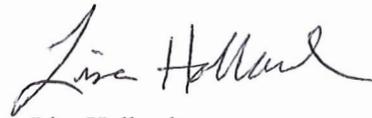
If the County endorses the initiative with the resolution proposed, we would make sure to have the County actively involved in designing the plan for the District. If we move forward without the Ada County parcels, we would not need to have the collaboration, but we would like to work collaboratively in how the City of Kuna grows in the future. We also see it as a great way to continue the momentum of the regional plan for coordinated growth.

Our hope is that Ada County will endorse our initiative to explore the creation of an Urban Renewal District, noting that it only enables us to move on to the next stage which is forming a district plan (where the boundaries have the ability to change if needed). The final plan would still need to be adopted by the Urban Renewal Agency, and the County would need to enter into an intergovernmental agreement with the City and adopt a transfer of powers ordinance, (if including parcels outside of City limits). At least 30 days prior to the date set for the public hearing before the City Council, notice of the hearing will be published and the plan is transmitted to the affected taxing districts. The plan would then be submitted to the City's Planning & Zoning Commission for a finding the plan is in conformity with the comprehensive plan, followed by consideration by the City Council.

We hope this helps answer some of your questions, and please don't hesitate to reach out if you'd like to talk further or have us provide additional information.



Joe Stear
Mayor of Kuna
mayorstear@kunaid.gov



Lisa Holland
Economic Development Director
lholland@kunaid.gov
208-559-5926



P.O. BOX 13
KUNA ID 83634
(208) 922-5546
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Mayor
Joe Stear

City Council Members
Briana Buban-Vonder Haar
Richard Cardoza
Warren Christensen
Greg McPherson

Economic Development Director
Lisa Holland
lholland@kunaid.gov
(208) 559-5926

City of Kuna Economic Development

PROPERTY OWNER

June 8, 2020

Re: Urban Renewal District for Kuna, Annexation Opportunity

Dear PROPERTY OWNER,

When it comes to infrastructure planning and financial resources, there are very few tools available to cities to help spur commercial development. With over 10,000 of our residents commuting to another city for work every day, we know that economic development is a priority to create jobs closer to home for our residents. We are limited in the number of commercial/industrial buildings in our community, as well as shovel-ready sites with infrastructure in place for commercial developments to locate.

The City is working with the Kuna Urban Renewal Agency (URA) to evaluate options in creating an Urban Renewal District (URD). If established, the URA would receive an allocation of taxes tied to an increase in property value of parcels within the URD to be used for infrastructure related purposes (roadways, sewer, water, pathways, removing blight, etc). A URA is not a taxing district and the establishment of a URD **does not** increase taxes, it helps the City focus dollars from new development into specific improvement projects.

Example: If a piece of ground is assessed at \$100,000 when an Urban Renewal District is formed, and someone builds a structure on that ground that increases the assessed taxable value to \$500,000, the taxes collected on the original \$100,000 are allocated to the taxing districts as they always have been. The taxes collected on the additional \$400,000 of taxable value would be allocated to and be managed by the Urban Renewal Agency specific to the priorities listed in the District plan. Impact fees are still collected within the Urban Renewal District, so police/fire/Ada County Highway District or any other applicable impact fees would still need to be paid by new developments coming in.

We've included a Frequently Asked Questions (FAQ) document that explains more about how Urban Renewal works, and I would be more than happy to answer any questions or set up a meeting with you to explain further.

Any property within an Urban Renewal District would need to be in Kuna City Limits. Once an Urban Renewal District boundary is determined, it is set in place for a period of up to twenty years, and the Agency has limited ability to adjust the boundaries and add new parcels in later. **Your property at __ADDRESS_ was identified in the eligibility study as a potential parcel to be considered, though this property is currently not in City limits.**

We wanted to offer a one-time no cost annexation into the City of Kuna if you want your property to be a part of the Urban Renewal District. Normally an annexation fee would cost \$1,300 plus \$30 per acre (up to 40 acres), but if you choose to participate in the Urban Renewal District Planning, we will waive that fee and also help facilitate the process for you. If you annex, you would be able to keep your existing use until you choose to develop your property. You would have the opportunity to work with the City on prioritizing which infrastructure projects should be included in the District Plan. If you choose not to participate, your parcel will remain in the county and not be included in the proposed Urban Renewal District.

At your earliest convenience, please reach out to Lisa Holland (208) 559-5926 or email lholland@kunaid.gov and indicate your interest in either participating, getting more information, or remaining within the unincorporated County. We would like to hear from you by Friday, June 26th if possible.

Thank you for your consideration, and we look forward to talking with you soon.

Sincerely,

Joe Stear
Mayor of Kuna

Lisa Holland
Economic Development Director

KUNA URBAN RENEWAL DISTRICT ELIGIBILITY STUDY

FREQUENTLY ASKED QUESTIONS



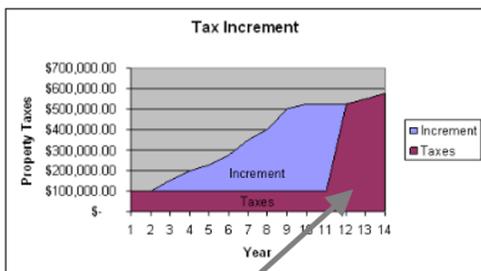
What is an Urban Renewal District (URD)?

An Urban Renewal District is a Tax Increment Finance (TIF) tool that helps fund infrastructure to support redevelopment (downtown), bare undeveloped land (business/industrial parks) and brownfield development (industrial site).

Tax Increment Financing: when a URD is put into place, property tax revenues begin to be separated into two groups – the *base* and the *increment*. After the district closes, the increased revenues are returned to the underlying taxing entities and the tax payer.

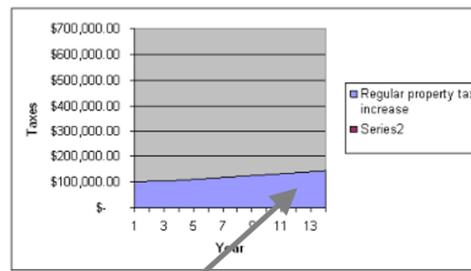
THE BASE...	THE INCREMENT...
The money that is collected based on the value of properties within the boundaries of the urban renewal district at the time the district is formed.	Any increase in revenues based on increased property values within the urban renewal district from the time the district is created until it is closed. The increment is then used to reimburse a developer or other proponents for building and creating public infrastructure that is accepted by the City.

TAX INCREMENT FINANCING GRAPH 1



Money that funds regular taxing entities. After year ten (or whatever the life of the district may be), most of the increased revenue flows back to the taxing districts. These funds open up an option for decreased levy rates and subsequent tax burden when a district closes.

TAX INCREMENT FINANCING GRAPH 2



This graph shows how increased revenues would look for taxing districts without a TIF. Without a TIF, many areas see no major development for many years.



What is the process of establishing a URD?

- 1. Develop Eligibility Study** – determine if an area, or areas, determine if the area(s) meet(s) the eligibility requirements set forth in the definitions of a deteriorated area and/or a deteriorating area in the Law and Act.
- 2. Approve a Resolution** – by the Kuna City Council to authorize the agency to prepare an urban renewal plan for the area.
- 3. Prepare Urban Renewal Plan/Feasibility Study** – a plan, to be approved by the Kuna City Council, identifying improvements and infrastructure needed to redevelop/revitalize the URD area(s).
- 4. Review Urban Renewal Plan** – refer URD Plan to the Planning and Zoning Commission; set a public hearing before the Kuna City Council to review the Plan.
- 5. Adopt Ordinance** – by the Kuna City Council, after conducting the public hearing approving the Urban Renewal Plan.



What are the goals of establishing the URD?

The Kuna Downtown Revitalization Plan and Comprehensive Plan identify a URD as a key strategy to achieve many of the community's goals. A URD would help fund improvements that support creating jobs through development or redevelopment that may not have occurred without the URD/TIF.

1. Higher education
2. Transportation
3. Office parks
4. Industrial parks
5. Recreational amenities
6. Public safety



How is the boundary of the URD determined?

The boundary, or boundaries of the URD(s), are determined by examining areas of the city that are prime for redevelopment (downtown) or development (future business and/or industrial areas). These areas will be evaluated to determine eligibility. Eligibility criteria, per Idaho Code, includes deteriorating buildings or sites, defective street layouts, faulty lot layout, insanitary or unsafe conditions, diversity of ownership, tax delinquency, defective and unusual conditions of title, or endangerment of life or property. An additional eligibility requirement is that the combined district(s) property value must be below 10 percent of all properties within the City.



Does a URD take money away from other local government services?

A URD/TIF does not raise taxes or affect impact fees. In a properly formed district (where economic disinvestment is evident and revitalization is essential) the taxing districts of local government (schools, emergency services, etc.) receive all revenue to which they are entitled under state law and applicable budget and levy limits.



Is the URD going to increase taxes?

No, property taxes are not increased when a URD is formed. Assuming the redevelopment activities result in growth that would not have occurred otherwise, the URD's activities help raise property *values* within Kuna's renewal district(s) at a faster rate than Kuna as a whole. This translates into a more valuable property for the owner and in turn, more tax revenue in the district. The tax levy *rate* may rise insignificantly for all property owners in a county to accommodate the TIF mechanism of the districts within the county, but the amount is returned as a benefit at the end of the districts' life. See Tax Increment Financing **Graph 1** and **Graph 2**.



What projects and/or improvements are anticipated?

Urban renewal districts are formed in areas that are often in need of additional public infrastructure for support of schools, police, housing, roads, utilities, etc. Anticipated improvements may include but are not limited to streets, sidewalks, public utilities, water, sewer, irrigation, lighting, etc.



How can I be involved?

Contact the Kuna Economic Development Director to be added to the notification list:

Lisa Holland
208-559-5926
lholland@kunaaid.gov



Urban Renewal District Annexation Timeline (Tentative)

Event	Date
Mail Neighborhood Meeting Notices to Residents Within 300 Ft of the Properties to be Annexed	7/16/2020
Hold Neighborhood Meeting	7/29/2020
Begin Application Intake/Review	7/30/2020
Request Agency Comment (comment period open for a minimum of 15 business days)	7/31/2020
Legal Notice in the Kuna Melba News	8/19/2020 (Submitted 8/12/2020)
300 Ft Property Notices Mailed	8/19/2020
Sites Posted with Sign Advertising the Hearing	8/28/2020
Public Hearing with the Planning and Zoning Commission	9/8/2020
Findings of Fact and Conclusions of Law Approved by the Planning and Zoning Commission	9/8/2020
Site Posting Removed	9/11/2020
Legal Notice in the Kuna Melba News	9/16/2020 (Submitted 9/9/2020)
300 Ft Property Notices Mailed	9/16/2020
Sites Posted with Sign Advertising the Hearing	9/25/2020
Public Hearing with the City Council	10/6/2020
Findings of Fact and Conclusions of Law Approved by the City Council	10/6/2020
Annexation Ordinance Approved by City Council	10/20/2020

***This is the most streamlined scenario, and does not include any potential continuations by one of the governing bodies. All dates remain tentative. ***

TIMELINE FOR CONSIDERATION AND APPROVAL
OF THE KUNA WEST URBAN RENEWAL PLAN AREA (INCLUDING NOTES RE ANNEXATION)

Note – Highlighted boxes are public meeting dates

	DATES	TASK – NEW RAA	NOTES	STATUS	TASK-ANNEXATION	ANNEXATION NOTES
		Identify geographic area to be reviewed	“Area of operation” shall mean the area within the corporate limits of the municipality and the area within five (5) miles of such limits, except that it shall not include any area which lies within the territorial boundaries of another incorporated city or town or within the unincorporated area of the county unless a resolution shall have been adopted by the governing body of such other city, town or county declaring a need therefor.” I.C. 50-2018(18).	Done		
		Retain consultant to prepare eligibility report		Done		
		Work on boundary map to be included with the eligibility report		Done		
		Obtain values: +estimated base taxable value for the new area; +current taxable values for the City	Total adjusted base values from RAA cannot exceed 10% of the current city value	In Progress		
		Obtain ag consents	Owner consent required of ag operation that has been used within last three (3) years. I.C. 50-2018(8) and (9); 50-2903(8)(f)	In Progress		
	Feb./March 2020	Eligibility report drafted		Done		
		Prepare Agency resolution accepting the		Done		

		eligibility report				
	April 24, 2020	Agency Board approves the eligibility report	Special Agency meeting	Done – Resolution No. 2020-02		
	Week of 05/04/20	<i>Coordinate with the Ada County Prosecutor re process and procedures</i>				
		<i>Prepare Ada County BOCC resolution approving the eligibility report</i>	See, I.C. § 50-2018(18). Statutory requirements for a multi-jurisdictional plan area are not clear.	Done		
	Week of 05/11/20	Coordinate with the City Attorney re process and procedures				
		Prepare City Council resolution approving the eligibility report		Done		
	May 14, 2020	<i>Ada County BOCC approves the eligibility report</i>	Regular BOCC meeting	Presentation to BOCC; Submitted Resolution – currently under consideration BOCC will not consent to unincorporated County parcels within Project Area		
	May 19, 2020	City Council approves the eligibility report	Regular CC meeting	Done – Resolution No. R29-2020		
	May 19- July/August, 2020	Work on drafting the urban renewal plan		In progress		
	June 3, 2020	Agency meeting <ul style="list-style-type: none"> Formally appoint Lisa Holland as Agency Administrator Resolution approving E&B scope of work (previously approved) 	Special Agency Board Meeting	Done		

		<ul style="list-style-type: none"> Review status and next steps Identify consultants 				
	June/July	Review and confirm proposed development is consistent with zoning/comp plan/future comp plan		In Progress		
		Outreach with property owners/developers and other interested parties including taxing entities on the content of the urban renewal plan		In Progress		
		Review status of proposed development plans for the proposed RAA in order to identify eligible improvements		In Progress		
	June 16, 2020	Identify/retain consultant to prepare RAA boundary map and legal description	Regular City Council meeting	Confirm		
		Preparation of boundary map and legal description				
	June 16, 2020	Identify/retain consultant to prepare economic feasibility study	Regular City Council meeting	Done; City Council Resolution No. R36-2020		
		Preparation of Attachment 5 [economic feasibility study] +Identify/confirm the overlapping/affected taxing districts (for properties in the County and City) +Identify/confirm levy rates (for affected taxing districts in the County and City) +Identify/confirm/update current assessed values for City and the base value of the proposed new RAA [10% limitation] +Prepare TIF revenue projections (including estimates of levy rate and area assessed values) +Identify projects/expenses	Projects must be identified “with specificity”; I.C. 50-2905			

		<i>Retain economic/market consultant (if necessary)</i>	Alivia Metts scope of work will be included in the JUB scope.			
		Continue to work on drafting the urban renewal plan				
	Fri., June 23, 2020					Deadline for voluntary annexations into the City to be included in the Project Area
	Wed., July 1, 2020	Agency meeting to discuss strategic planning and timeline <ul style="list-style-type: none"> Agency tentatively approves FY2021 budget and publication notice 	Regular Agency Board Meeting. Not statutorily required; however, may be helpful in coordinating the plan approval timeline. <i>May want to consider a joint meeting with County as well</i>			
	Thurs., July 16, 2020					Mail neighborhood meeting notices to residents within 300 feet of the properties to be annexed
	Wed., July 29, 2020	Distribution of rough draft of the urban renewal plan to the Agency Board <ul style="list-style-type: none"> Continue to conduct outreach with interested parties including taxing entities on the content of the Plan; Schedule Work Session with Agency Board to review Plan Work on finalizing map/legal Work on finalizing plan exhibits/economic feasibility study 				Hold neighborhood meeting
		Submit draft boundary map/legal description of the boundary of the new RAA to the State Tax Commission and				

		County Assessor for preliminary review and tentative approval				
	Thurs., July 30, 2020					Begin application intake/review
	Fri., July 31, 2020					Request Agency comment (comment period open for a minimum of 15 business days)
	Wed., Aug. 5, 2020	Agency meeting – work session to review the plan <ul style="list-style-type: none"> Public hearing re FY2021 budget 	Regular Agency meeting Week of August 10, 2020: Not statutorily required; however, may be helpful to have a joint city council/agency board meeting in coordinating the plan approval timeline and to allow city council to review/comment on draft plan. <i>May want to consider a joint meeting with County as well</i>			
		Revise plan to incorporate comments from the work session				
		Prepare Agency Resolution to approve the Plan				
	Wed., August 12, 2020					Submit legal notice in the Kuna Melba News
	Wed., August 19, 2020					Publication of the legal notice in the Kuna Melba News
						300 foot property notices mailed
	Tues., August 25,					P&Z Considers voluntary annexations

	2020				of parcels to be included within the boundaries of the Project Area	
	Wed., Aug. 26, 2020	Deliver final draft of the plan and resolution to Agency for consideration				
		Prepare letter from Agency to City formally submitting Plan to the City				
		Prepare transmittal letters from the City to the overlapping taxing districts				
		Prepare public hearing notice				
		Draft Intergovernmental Agreement—Ada County BOCC	“Urban renewal plans and revenue allocation financing provisions may be held ineffective if an urban renewal area or revenue allocation area extends outside the municipal boundary of an authorized municipality and a transfer of powers ordinance has not been adopted by the cooperating county.” I.C. 50-2906(1) and (3)(b). See, also 50-2018(18)			
	Fri., Aug. 28, 2020				Sites posted with sign advertising the hearing	
	Wed., Sept. 2, 2020	Agency board meeting to consider the Plan for approval	Special Agency Board Meeting			
	Fri., Sept. 4, 2020	Formally transmit plan to the City				
		Consult with City Attorney re City Procedures: <ul style="list-style-type: none"> - Regular meeting/dates times; - Consolidation of ordinance readings; and 				

		<ul style="list-style-type: none"> - Scheduling meeting with Planning Commission - Confirm delegation of tasks 				
		Confirm submission deadlines for legal notices with the <u>Idaho Statesman</u>		Is the paper of record the Kuna Melba News?		
		Schedule readings and the public hearing				
	<i>Week of September 7, 2020</i>	Transmit plan to City planning commission	Not a public hearing			
		Draft and submit PC resolution (if required)				
		Consult with City Attorney and confirm date of public hearing and final reading	City Council meets 1 st and 3 rd Tuesday of the month at 6:00p.m.			
	Fri., Sept. 18, 2020	Submit IGA and ordinance to BOCC				
	Tues., Sept. 8, 2020				P&Z Public Hearing -Findings of Fact and Conclusions of Law approved by P&Z	
	Wed., Sept. 9, 2020				Submit legal notice to the Kuna Melba News	
	Fri., Sept. 11, 2020				Site posting removed	
	Wed., Sept. 16, 2020				Publication of the legal notice in the Kuna Melba News	
					300 foot property notices mailed	
	Tues., Sept. 22, 2020	PC meeting to review Plan's conformity with the general plan for the development of the City as a whole.	Regular PC meeting PC must submit any comments within 60			

			days allowed by statute; Note – PC review must be submitted prior to 3rd reading – less than 60 days			
Fri., Sept. 25, 2020 – submit notice to paper for publication	Final public hearing notice. Notice shall state time, date and place of the public hearing to consider the Plan. Also publish map/boundary description		NOTE – City must publish/transmit notice at least 30 days prior to the date of the public hearing but not more than 60 days prior to the date set for final reading of the ordinance Schedule currently provides for publication/transmittal 32 days prior to City public hearing date of Nov. 3 and 60 days prior to the date of final reading (December 1)		Site posted with sign advertising the public hearing before CC	
	Final transmittal letters from the City to overlapping taxing districts					
Week of 09/28/20	<i>BOCC approval of the IGA and transfer of powers ordinance</i>		<i>Regular BOCC meeting</i>			
Fri., Oct. 2, 2020	Publish notice of the public hearing in a newspaper of general circulation (2x – 14 days apart)		Published Oct. 2 and 16, 2020			
Fri., Oct. 2, 2020	Transmit cover letter, copy of notice of the public hearing and the plan (with attachments) to taxing districts		Friday, Oct. 2 is 32 days prior to proposed public hearing date of Nov. 3 and 60 days from date of final reading/approval			
	Continue to consult with representatives of the State Tax Commission and Assessor re boundary map/legal descriptions (if necessary)					

		Consult with City Attorney re standard ordinances and work on drafting ordinance Prepare and final exhibits to the Ordinance, including ordinance summary				
	Tues., Oct. 6, 2020					City Council public hearing re voluntary annexations; Findings of Fact and Conclusions of Law approved by CC
	Tues., Oct. 20, 2020	City Council approval of IGA with BOCC	Regular City Council meeting This could occur at the time of the public hearing, but might make sense to have it done earlier			Annexation Ordinance approved by CC
	Fri., Oct. 23, 2020	Submit ordinance (and resolution if necessary) to City for Board packet				
	Tues., Nov. 3, 2020	First reading and public hearing of the City ordinance (determine whether multiple readings will be waived by the City)	Regular City Council meeting			
		<i>Approval of IGA with Ada County by resolution</i>				
	Tues., Nov. 17, 2020	Second reading of the City ordinance	Regular City meeting			
	Tues., Dec. 1, 2020	Third/final reading and passage of the City ordinance (if necessary)	Regular City meeting			
	Immediately following	Publish ordinance summary (with map and legal)				

	Ordinance approval					
	Immediately following publication	Record Ordinance Record Map and Legal				
	Immediately following recordation	Draft post-ordinance cover letters for City; transmit copies of the recorded ordinance, legal description and map to the following <ul style="list-style-type: none"> - county auditor - county assessor (file map and legal)* - county recorder (record map and legal)* - affected taxing districts; and - state tax commission (file map and legal)* *Within 30 days of publication of the ordinance summary				
	Drop-dead date Dec. 31, 2020					

General Information:

KURA meets monthly – 1st Wednesday of the month @ 6:00 p.m. (Regular Meetings: February, March, July, August and November)

Kuna City Council – 1st and 3rd Tuesday of the month @ 6:00pm (MT)

- April 21
- May 5 and 19

Draft Updated 06.24.2020

- June 2 and 16
- July 7 and 21
- August 4 and 18
- September 1 and 15
- October 6 and 20
- November 3 and 17
- December 1 and 15

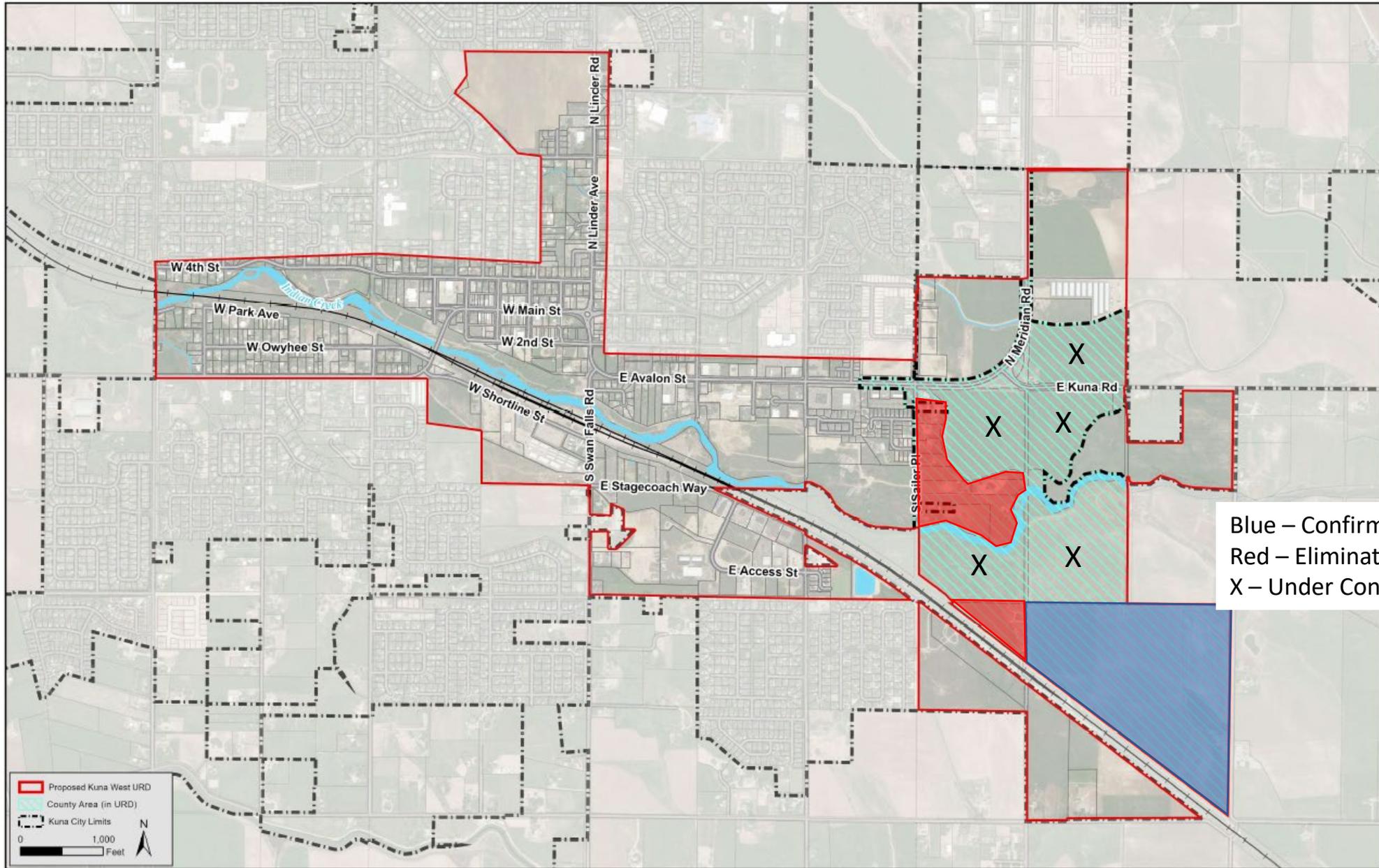
Kuna Planning and Zoning Commission – 2nd and 4th Tuesday of the month @ 6:00 pm (MT)

- September 8 and 22
- October 13 and 27
- November 10 and 24

Ada County BOCC – meet daily [Confirm]

Idaho Statesman - [Confirm paper] Follow up on run time and lead time.
4827-7489-5286, v. 3

Figure 1 - Proposed Kuna West Downtown District



Blue – Confirmed to Annex
Red – Eliminate from Area
X – Under Consideration

RESOLUTION NO. URA06-2020

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 “PROFESSIONAL SERVICES AGREEMENT” WITH J-U-B ENGINEERS, INC. IN FACILITATING AN URBAN RENEWAL DISTRICT PLAN; AUTHORIZING AND DIRECTING THE CHAIR TO EXECUTE THE 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, 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, on April 24, 2020, by Resolution No. URA 2020-02, the Agency Board accepted the Kuna West Study Area Eligibility Report (the “Report”), authorizing the Chair of the Agency to transmit the Report to the City Council and requesting the City Council to direct the

Agency to prepare an urban renewal plan for the Kuna West Study Area, which plan may include a revenue allocation provisions as allowed by the Act;

WHEREAS, the City Council, by Resolution No. R29-2020, dated May 19, 2020, declared the Kuna West Study Area described in the Report to be a deteriorated area or a deteriorating area as defined by Chapters 20 and 29, Title 50, Idaho Code, as amended, that such area is appropriate for an urban renewal project and directed the Agency to commence preparation of an urban renewal plan;

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 facilitate an urban renewal plan for the Kuna West Study Area, to prepare the boundary map and legal description and to prepare the economic feasibility study as set forth in the *Professional Services Agreement*, attached hereto as Exhibit A;

WHEREAS, the City Council and Mayor of the City of Kuna, on June 16, 2020 adopted and approved the *Professional Services Agreement* via Resolution No. R36-2020;

WHEREAS, the Agency Board finds it in the best public interest to engage J-U-B Engineers, Inc. to facilitate an urban renewal plan for the Kuna West Study Area, to prepare the boundary map and legal description and to prepare the economic feasibility study.

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. The “*Professional Services Agreement*” with J-U-B Engineers, Inc. related to the urban renewal plan for the Kuna West Study Area, in substantially the format, as attached hereto as “**EXHIBIT A**” is hereby approved.

Section 3. The Board Chair is hereby authorized to execute said Agreement and the Secretary is hereby authorized to attest to said execution as so authorized and approved for on behalf of the Kuna Urban Renewal 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 July 1, 2020. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on July 1, 2020.

APPROVED:

Chair of the Board

ATTEST:

Secretary

4827-7855-8657, v. 1

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 the West Kuna Urban Renewal District Plan 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 **\$63,016** 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 December 31, 2021.

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 10th day of June, 2020

KUNA:

KUNA

Joe Stear
Mayor

CONTRACTOR:

By  _____
Lisa M. Bachman, AICP
J-U-B ENGINEERS, Inc.
250 S. Beechwood Ave., Suite No. 201
Boise, Idaho 83709
Its Area Manager

ATTEST:

Chris Engels
City Clerk

WITNESS:

 _____
(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
West District Urban Renewal Plan
June 2020**

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 City of Kuna Urban Renewal Agency (URA) is in the process of creating the Kuna West Urban Renewal District (URD) to facilitate the redevelopment of downtown and surrounding areas.

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 - Planning

1. Prepare for and attend kick-off meeting with URA, City, Agency Staff, Agencies, and the Public.
2. Prepare an overall URD Map indicating the District boundary and related plan elements.
3. Coordinate the preparation of preliminary roadway and concept utility plans and the infrastructure cost estimates for use in the Feasibility Study.
4. Prepare Conceptual Future Land Use Plan Map and data for use in Feasibility Study showing future streets, future building footprints and future building types and submit to Client or review and edit up to two (2) times.
5. Prepare Project Priority list and submit to Client for review and edit up to three (3) times.
6. Prepare and submit to Client, URA Attorney supporting Plan documents including Plan maps, legal description, concept infrastructure plans, cost estimates and economic feasibility study.
7. Coordinate the revision of boundary maps, legal description, concept infrastructure plans, cost estimates and economic feasibility study.
8. Coordinate with the Client, City Staff, Economist, URA Attorney as required throughout the URD creation process.
9. Prepare for and attend bi-weekly City/URA staff coordination meetings for up to five (5) months on the formation of a new URD, boundaries, phases, etc. The meetings are anticipated to occur via Zoom, by phone, or in person.
10. Coordinate the preparation of the required Economic Feasibility Study.

Task 020 - Public Involvement

1. Public Outreach
 - a. Update stakeholder questionnaire from the URD Eligibility Study and assist Client with summarizing input received.
 - b. Prepare for and attend one (1) Public Workshop regarding the creation of the URD, including preparation of up to four (4) presentation boards, one (1) media release, one (1) comment form and one (1) flyer. Input received will be summarized and utilized to inform the URD planning effort.
2. Public Hearings - Prepare for and present plan information at up to three (3) public hearings: URA Board, City of Kuna Planning and Zoning Commission and City Council for the creation of the Urban Renewal District.

Task 030 - Survey

1. Research existing records pertaining to the proposed URD boundary and develop a schematic base map with parcels, rights-of-way and section lines for use in describing the URD boundary.
2. Prepare a Legal Description and Exhibit Map indicating boundary of the revenue allocation area and/or urban renewal district and revise one (1) time as needed.
3. Submit the Legal Description and Exhibit Map indicating boundary of the revenue allocation area and/or URD to the Ada County Surveyor and Idaho State Tax Commission and revise one (1) time as needed.

Task 040 - Engineering

1. Review City's Capital Improvement plan (CIP) and coordinate with City Engineer on major capital projects (i.e. streets, wells, sewage lift stations, etc.) within the URD.
2. Prepare preliminary roadway and concept utility plans for use in preparing planning level infrastructure cost estimates for use in the Feasibility Study.
3. Prepare planning level infrastructure cost estimates for the Feasibility Study and revise two (2) times as requested.
4. Prepare Project Priority List for use in URD Plan and Feasibility Study and revise two (2) times as requested.
5. Coordinate with Agency, City Staff, Taxing Districts, Ada County Highway District, J-U-B Team and Economist in preparation of the plan, estimates and priority lists.

Task 050 - Economics

1. Prepare Economic Feasibility Study (see attached Scope of Work from Metts Group).

Assumptions:

1. The URD boundary size is approximately 600 acres in size.
2. The Urban Renewal "Plan" will be assembled by Agency's Legal Counsel with supporting documents from J-U-B and the Metts Group including boundary maps, legal description, concept infrastructure plans, cost estimates and economic feasibility study.
3. Client to conduct all correspondence and coordination with taxing districts and agencies.
4. Client is responsible for all meeting notifications.

PART 2 - SCHEDULE OF SERVICES

- A. The scope of services is anticipated to be complete by December 31, 2021. 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.

PART 3 - BASIS OF FEE

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

1. For Lump Sum fees:

- a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.

Fees:

Task Number	Task Name	Fee Type	Amount
010	Planning	Lump Sum	\$15,550
020	Public Involvement	Lump Sum	\$6,768
030	Survey	Lump Sum	\$5,040
040	Engineering	Lump Sum	\$14,208
050	Economics	Lump Sum	\$21,450
Total:			\$63,016

B. 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.

June 10, 2020

SCOPE OF WORK
Economic Feasibility Study
Kuna Urban Renewal District

THE ASSIGNMENT

This scope of work is to clearly define the services The Metts Group will provide the Kuna Urban Renewal Agency (URA) for the roughly 600-acre proposed urban renewal district boundary. The Metts Group will perform an assessment of the *feasibility of tax allocation* for the proposed urban renewal district boundary.

The Metts Group will build a tax allocation projection model that identifies the impacts of anticipated development as planned as a result of the URA and City's vision for this district. This task will assess the current assessed values of the parcels contained within the proposed district boundary area. It is important that the urban renewal district is economically feasible and will facilitate the vision of the City and, ultimately, the Urban Renewal District Plan. This feasibility study will provide you with realistic and a highly documented assessment with potential determinations. The findings from this study will serve as a key determinant whether the boundaries of the proposed urban renewal district will generate enough tax allocation and revenue for positive economic expansion and job growth.

SCOPE OF WORK

Our proposed scope of work will include the following work elements:

1. **Meet** with the Kuna URA and JUB team, in-person and in the field, to review all pertinent project background data which bear on the proposed project.
2. **Review** carefully existing background materials and data available on the proposed project, including parcels information contained within the proposed boundaries and current and future land uses provided by the City of Kuna or Kuna URA staff.
3. **Curate** current assessed values by parcel to include in model and associated levy rates, provided by JUB.
4. **Project** baseline economic projections for assessed values based on buildout assumptions and infrastructure needs provided by JUB, current trends and rates of growth from levy rates for proposed boundaries. It is assumed that JUB will provide each buildout scenario, by block, based on the vision of the City's Downtown Revitalization and Comprehensive plans.

Kuna Urban Renewal District Feasibility Study**Page 2 of 3**

5. **Analyze** two (2) different growth scenarios (based on proposed development) based on current baseline projections—scenarios to be determined by the Kuna URA and project team.
6. **Summarize** the potential tax increment financing revenue generated provided by each scenario for the proposed boundary.
7. **Prepare** a fully documented report which clearly communicates our findings and the projected tax increment revenue potentially generated for the proposed boundaries. A draft report will be submitted to the project team and URA for additional edits and comments. Once approved, a final report will be submitted in pdf format to project team and URA.
8. **Attend** scheduled meetings that pertain to the discussion of this feasibility report. One (1) in-person meetings (onsite included) and three (3) additional meetings, via zoom, are anticipated and are contained within the scope of the budget outlined below (includes onsite and attending city council meeting(s) and URA meetings).

At any point, if the client wants further analysis, this contract may be amended to satisfy such requests.

TIME AND COST

The Metts Group will perform the items as set forth in the above work scope for an amount of **\$19,500**, not to exceed without client authorization. Our fees are based entirely on professional time devoted to the assignment.

In the event there are significant changes to the project beyond the control of The Metts Group that may cause *additional* work scope and fees, The Metts Group will notify JUB to negotiate a written contract amendment prior to proceeding with the additional scope.

We look forward to working closely with the Kuna Urban Renewal Agency and JUB team on this most important strategic assignment.

Kindest regards,



Alivia Metts



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Coeur d'Alene, ID 83814
(208) 277-6940

Email: ametts@themettsgroup.com

EIN: 47-3775481

ACCEPTED:

BY



TITLE Boise Area Manager

Kuna Urban Renewal District Feasibility Study

DATE 06/10/20

REVENUE & EXPENDITURE STATEMENT - CITY OF KUNA URBAN RENEWAL DISTRICT - FYE 2021

ACCOUNT #	ACCOUNT NAME	FYE 2021	FYE 2020		FYE 2019		FYE 2018		FYE 2017		FYE 2016	
		BUDGET	ACTUAL*	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET
CAPITAL PROJECTS REVENUE												
52-4900	Transfer In	\$96,687	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
52-4950	Carryover	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		\$96,687	\$0									
CAPITAL PROJECTS EXPENDITURES												
52-6020	Capital Improvements	\$96,687	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		\$96,687	\$0									
GRAND TOTAL NET		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

*Forecast