

MINUTES OF REGULAR MEETING
SUGAR CITY COUNCIL
THURSDAY, JUNE 26, 2025, 6:30 P.M.

Presiding: Mayor Adams

Meeting Via Internet and at City Hall Convened at 6:30 p.m.

Prayer: Council President Nielsen

Pledge of Allegiance: Councilwoman Ball

Present at City Hall and Online: Mayor Steven Adams; Councilors Joy M. Ball, Glenn Dayley, Catherine Nielsen, and Carter Stanford; Clerk-Treasurer Wendy McLaughlin; Public Works Director Arlynn Jacobson; Planning and Zoning Administrator Kurt Hibbert; Sugar City Area Historical Society Representatives Grant and Linda Johnson; Citizens Jay Creel, and others who may have joined electronically but not identified.

BUDGET WORK MEETING: 5:00 p.m.

The council reviewed the revenues and expenses of the proposed budget. Items discussed are summarized below:

- Estimated 2.4% Cost of Living Adjustment for 2026 pay rate increases
- Budget increase of 80% of new growth only – 3% property tax increase not proposed
- PERSI benefits for part-time employees – just for the office staff up to \$6,000
- Possible full-time permit technician – this position would work mainly with P&Z to ensure all permit fees are invoiced and paid.
- Urban Renewal District funding - startup costs as well as future revenue planning for 4-5 specific districts (areas) within the city that would benefit from improvements to infrastructure and other needs
- City-wide clean-up for the Centennial – “Dumpster Days event” using certain free county dump days in the spring
- Any additional budget monies are needed for the reconstruction of Ponderosa and South Austin

REGULAR MEETING: 6:45 p.m.

CONSENT AGENDA:

MOTION: It was moved by Councilman Dayley and seconded by Councilwoman Ball to approve the Consent Agenda with changes; motion carried.

URBAN RENEWAL AGENCY DOCUMENTS:

Kurt Hibbert reported that the proposed Urban Renewal Agency would contain 4-5 areas in Sugar City that would benefit from an urban renewal agency.

RESOLUTION NO. 2025-2: (Authorizing an Urban Renewal Agency).

Resolution No. 2025-2 was introduced to the council and read by title only:

“A RESOLUTION OF THE CITY COUNCIL OF SUGAR CITY, IDAHO, FINDING THAT ONE OR MORE DETERIORATED OR DETERIORATING AREAS EXIST IN THE CITY; THAT THE REDEVELOPMENT OF SUCH AREAS IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY, MORALS, OR WELFARE OF THE RESIDENTS OF SUGAR CITY; THAT AN URBAN RENEWAL AGENCY IS HEREBY CONFIRMED AND EMPOWERED TO FUNCTION WITHIN THE CITY LIMITS; AND PROVIDING FOR THIS RESOLUTION TO SERVE AS A REAFFIRMATION OF ANY PRIOR RESOLUTIONS OR INTENT TO FORM AN URBAN RENEWAL DISTRICT.”

MOTION: It was moved by Councilwoman Nielsen and seconded by Councilman Stanford to approve Resolution No 2025-2. Thereupon, the Clerk called roll upon the motion.

Those voting aye: Councilors Ball, Dayley, Nielsen, and Stanford

Those voting nay: None

Thereupon, the Mayor declared the motion passed. A copy of said resolution is attached hereto marked “Attachment 1”.

RESOLUTION NO. 2025-3: (Approving Rigby Andrus and Rigby as the Urban Renewal Agency Legal Counsel).

Resolution No. 2025-3 was introduced to the council and read by title only:

“A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF SUGAR CITY, IDAHO, A/K/A THE URBAN RENEWAL AGENCY, APPROVING THE ENGAGEMENT OF RIGBY, ANDRUS AND RIGBY, PLLC AS GENERAL LEGAL COUNSEL TO THE AGENCY; APPROVING AND AUTHORIZING THE CHAIR TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT DATED APRIL 6, 2025; AND PROVIDING AN EFFECTIVE DATE.”

MOTION: It was moved by Councilwoman Nielsen and seconded by Councilwoman Ball with a friendly amendment to approve Resolution No 2025-3 with corrections. Thereupon, the Clerk called roll upon the motion.

Those voting aye: Councilors Ball, Dayley, and Nielsen

Those voting nay: Councilman Stanford

Thereupon, the Mayor declared the motion passed. A copy of said resolution is attached hereto marked “Attachment 2”.

RESOLUTION NO. 2025-4: (Approving Professional Services Agreement with Kurt L Hibbert for the Urban Renewal District).

Resolution No. 2025-4 was introduced to the council and read by title only:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR CITY, IDAHO, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH KURT L. HIBBERT MPA, COMMUNITY AND ECONOMIC PLANNER, TO CONDUCT AN URBAN RENEWAL DISTRICT ELIGIBILITY STUDY FOR THE CITY; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.”

MOTION: It was moved by Councilwoman Nielsen and seconded by Councilwoman Ball with a friendly amendment to approve Resolution No 2025-4 with corrections. Thereupon, the Clerk called roll upon the motion.

Those voting aye: Councilors Ball, Dayley, and Nielsen

Those voting nay: Councilman Stanford

Thereupon, the Mayor declared the motion passed. A copy of said resolution is attached hereto marked “Attachment 3”.

PLANNING AND ZONING REPORT: Planning and Zoning Administrator Kurt Hibbert reported on the following items:

Accessory Dwelling Units (ADUs) State Code: there is an increase in the demand for ADUs. The city is currently working with the developer on an ADU construction that has been shut down due to code violations.

Renaming Salem Interchange: the suggested name change for the North Rexburg interchange is Henry’s Fork interchange. The Idaho Department of Transportation will make the final decision.

PUBLIC COMMENT: No report.

PUBLIC WORKS REPORT: Public Works Director Arlynn Jacobson reported on the following items.

Block Grant: plans have been approved for the Sun Pro road and water infrastructures and are going out to bid July 1 and 8 closing July 16 10:00 am. The grant will be awarded to the lowest bidder.

Development Updates: Sun Pro is waiting for railroad permits, Yellowstone Townhomes passed their water tests, Teton Island Estates passed the water and sewer tests and will work on the roads next.

Water Tests: lead and copper sampling is taken every three years from a list of 20 residents who help gather the samples from their own water pipes.

Cemetery District: the city helped the district by spraying weeds and grading the road.

Memorial Park Maintenance: the maintenance is a volunteer effort from local residents. The city helped with half the water system which wasn’t working properly.

Ball Fields: the city is doing general cleaning around the ball fields.

Back Flow Testing: eighty-eight door knockers were sent out last week to remind homeowners to test their back flow devices.

GENERAL BUSINESS:

Sugar City Area Historical Society Possible Proposals: Grant Johnson updated the council on the proposed plans for the Historical Display summarized below:

Objective

- Create historically themed outdoor space to honor founding families
- Showcase Sugar City’s development

- Educate visitors about the sugar beet industry
- Budget \$15,000 - \$33,000

Key Features

- Central Historical Gazebo - \$8,000 - \$20,000
- Interpretive Signage Trail - \$1,500 - \$3,000
- Additional Website Costs - \$1,900

Benefits to Community

- Creates visibility
- Educates public
- Fosters community ownership
- Stimulates fund raising

The project will bridge the gap between construction of the new \$2 million museum structure and the fund-raising period. The legal descriptions are ready to facilitate the property transfer from the city. The Society would like a basement and more area for parking. The council will put the item on the budget agenda for the next meeting for discussion.

MAYOR AND COUNCIL REPORTS: the council reported on the following:

AIC Conference: Sugar City's water and sewer is well off compared to other cities.

T&B Committee: the committee will meet again Wednesday, July 3 and will announce to yard winners. Karri Tingey will retire at the end of the year.

Sugar Days: the event went well except for the inclement weather. It was unusually cold with gusts of wind. The city awards need to have a more visible profile and family invited.

July 4th Parade: the mayor will escort the council again with his Razor side by side. There are 98 entries and the city is in 57th place. The Rexburg Area Chamber of Commerce has asked again that candy not be thrown from the vehicles. The council will meet at the staging area in Rexburg around 8:45 am.

Motion was made for adjournment. Meeting adjourned at 7:55 p.m.

Signed: _____
Mayor, Steven Adams

Attested: _____
Wendy McLaughlin, Clerk-Treasurer

**CITY OF SUGAR CITY, IDAHO
RESOLUTION NO. 2025-2**

A RESOLUTION OF THE CITY COUNCIL OF SUGAR CITY, IDAHO, FINDING THAT ONE OR MORE DETERIORATED OR DETERIORATING AREAS EXIST IN THE CITY; THAT THE REDEVELOPMENT OF SUCH AREAS IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY, MORALS, OR WELFARE OF THE RESIDENTS OF SUGAR CITY; THAT AN URBAN RENEWAL AGENCY IS HEREBY CONFIRMED AND EMPOWERED TO FUNCTION WITHIN THE CITY LIMITS; AND PROVIDING FOR THIS RESOLUTION TO SERVE AS A REAFFIRMATION OF ANY PRIOR RESOLUTIONS OR INTENT TO FORM AN URBAN RENEWAL DISTRICT.

WHEREAS, the Idaho Urban Renewal Law of 1965, Title 50, Chapter 20, Idaho Code (the "Urban Renewal Law"), authorizes the City Council of any municipality to declare that one or more deteriorated or deteriorating areas exist within the city and that the rehabilitation, conservation, redevelopment, or a combination thereof, of such areas is necessary in the interest of the public health, safety, morals, or welfare of the residents of the city; and

WHEREAS, the City Council of Sugar City, Idaho (the "City"), desires to promote the revitalization and economic redevelopment in each of the five (5) identified urban renewal areas, including the downtown core, particularly along and adjacent to Main Street, which includes a mix of aging and underutilized structures, obsolete infrastructure, declining economic activity, and physical conditions that cumulatively impair the City's orderly growth and development; and

WHEREAS, the areas contain older buildings no longer used for viable commercial purposes, a declining inventory of active businesses, an aging public school that may be subject to future closure, and a major thoroughfare with inadequate traffic control or pedestrian amenities, all of which contribute to conditions meeting the definition of a "deteriorating area" under Idaho Code § 50-2018(12); and

WHEREAS, the City has commissioned and reviewed an Eligibility Study analyzing conditions within the proposed five (5) identified urban renewal areas, including the downtown urban renewal district and finding that such conditions constitute deteriorating areas as defined by the Urban Renewal Law; and

WHEREAS, the City Council believes that the implementation of urban renewal plans will assist in remedying such conditions by encouraging redevelopment, upgrading infrastructure, and enhancing the vitality, safety, and livability in the community and the downtown area; and

WHEREAS, previous City Council discussions and actions since about 1992 have indicated a longstanding recognition of the need to improve and reinvest in downtown Sugar City, and while there may have been prior resolutions or efforts to establish a district, the City

Council now desires to reaffirm and formalize those efforts in accordance with current legal requirements; and

WHEREAS, the City Council finds it to be prudent and appropriate to reauthorize and confirm the existence and authority of the Sugar City Urban Renewal Agency as the proper public instrumentality to implement any urban renewal plans developed under Idaho law;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SUGAR CITY, IDAHO, AS FOLLOWS:

Section 1. Findings of Necessity.

The City Council of Sugar City, Idaho hereby finds and declares:

1. That one or more deteriorated or deteriorating areas, as defined in Idaho Code § 50-2018(12), exist within the corporate boundaries of Sugar City, Idaho; and
2. That the rehabilitation, conservation, redevelopment, or a combination thereof, of such areas is necessary in the interest of the public health, safety, morals, or welfare of the residents of Sugar City; and
3. That such conditions exist particularly in the area generally known as the downtown core of Sugar City, including but not limited to areas along and adjacent to Main Street.

Section 2. Urban Renewal Agency Authorization.

Pursuant to Idaho Code § 50-2005, the City hereby confirms, reauthorizes, and empowers the Sugar City Urban Renewal Agency to function within the corporate limits of Sugar City, Idaho, and to carry out all duties and responsibilities authorized under the Urban Renewal Law, including the preparation and implementation of urban renewal plans and the potential use of revenue allocation financing under Idaho Code Title 50, Chapter 29.

Section 3. Ratification of Prior Actions.

To the extent that any previous City Council resolution or action expressed an intent to form an urban renewal district or initiate urban renewal activities within Sugar City, those actions are hereby ratified, reaffirmed, and superseded by this Resolution, which shall serve as the formal and operative "Resolution of Necessity" as required by Idaho Code § 50-2005.

Section 4. Further Direction.

The Sugar City Urban Renewal Agency is hereby directed to take such steps as necessary to prepare or commission an Urban Renewal Plan for each of the five (5) identified urban renewal areas, including the downtown project area, and to coordinate with the City Planning and Zoning Commission, the Mayor, and City Council in advancing the goals of revitalization and redevelopment of the deteriorating areas.

Section 5. Effective Date.

This Resolution shall take effect immediately upon its passage and approval.

PASSED by the City Council of the City of Sugar City, Idaho, this ____ day of _____, 2025.

CITY OF SUGAR CITY, IDAHO

By: _____
Steven Adams, Mayor

ATTEST:

Wendy McLaughlin, City Clerk-Treasurer

SEAL

RESOLUTION NO. 2025-3

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF SUGAR CITY, IDAHO, A/K/A THE URBAN RENEWAL AGENCY, APPROVING THE ENGAGEMENT OF RIGBY, ANDRUS & RIGBY, PLLC AS GENERAL LEGAL COUNSEL TO THE AGENCY; APPROVING AND AUTHORIZING THE CHAIR TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT DATED APRIL 6, 2025; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, made on the date hereinafter set forth by the Urban Renewal Agency of the City of Sugar City, Idaho, also known as the Sugar City Urban Renewal Agency (the "Agency"), an independent public body, corporate and politic, duly created and existing under the authority of the Idaho Urban Renewal Law of 1965, Title 50, Chapter 20, Idaho Code, as amended (the "Law") and the Local Economic Development Act, Title 50, Chapter 29, Idaho Code, as amended (the "Act"), finds and declares as follows:

WHEREAS, the City Council of the City of Sugar City (the "City") has adopted a Resolution of Necessity and taken action to activate the Agency in accordance with the Law; and

WHEREAS, the Agency is empowered under Idaho Code § 50-2006 and under Article III, Section 9 of its adopted Bylaws to engage legal counsel to represent the Agency in its operations and planning activities; and

WHEREAS, the Agency is in the process of preparing and considering an Urban Renewal Plan for the Sugar City Downtown Urban Renewal District and requires legal representation to support its general legal needs, public process, plan development, and administrative implementation; and

WHEREAS, Rigby, Andrus & Rigby, PLLC, through attorney Chase T. Hendricks, has submitted a proposed Professional Services Agreement, dated April 6, 2025 (the "Agreement"), outlining the scope of legal services to be provided to the Agency as General Legal Counsel, with such services and compensation further defined in Exhibit A and Exhibit B of the Agreement; and

WHEREAS, the Board of Commissioners has reviewed the Agreement and determined that it is in the best interest of the Agency to retain Rigby, Andrus & Rigby, PLLC, under the terms of the Agreement; and

WHEREAS, the Board desires to formally approve the Agreement and authorize the Chair to execute it on behalf of the Agency.

Chair to execute it on behalf of the Agency.

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

Section 1: The above recitals are true and correct and are hereby adopted as findings of the Board of Commissioners.

Section 2: The Professional Services Agreement between the Sugar City Urban Renewal Agency and Rigby, Andrus & Rigby, PLLC, dated April 6, 2025, attached hereto as Exhibit A, is hereby approved.

Section 3: The Chair of the Board of Commissioners is hereby authorized and directed to execute the Agreement on behalf of the Agency.

Section 4: Upon execution, the Agreement shall be effective and Rigby, Andrus & Rigby, PLLC shall be recognized as General Legal Counsel to the Agency for the term and under the terms set forth in the Agreement.

Section 5: This Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED AND ADOPTED by the Board of Commissioners of the Sugar City Urban Renewal Agency on this ____ day of _____, 2025.

APPROVED:

By: _____
Chair, Board of Commissioners
Sugar City Urban Renewal Agency

ATTEST:

By: _____
Secretary, Board of Commissioners
Sugar City Urban Renewal Agency

Exhibit A
Legal Agreement

Law Offices
RIGBY, ANDRUS & RIGBY LAW, PLLC

Ray W. Rigby, (1923-2019)
G. Rich Andrus, of counsel
Jerry R. Rigby
Michael S. Kam (1954-2001)
Hyrum D. Erickson
Sean P. Bartholick
Chase T Hendricks

P.O. Box 250
25 North Second East
Rexburg, ID 83440

Telephone: (208) 356-3633
Cellphone: (208) 390-7538
Fax: (208) 356-0768
chendricks@rex-law.com

PROFESSIONAL SERVICES AGREEMENT

~Legal Services~

This Professional Services Agreement ("Agreement") is made by and between SUGAR CITY URBAN RENEWAL AGENCY, an independent public body corporate and politic, organized and existing under the laws of the State of Idaho and known as the urban renewal agency of the City of Sugar City, Idaho ("SCURA"), and Chase T Hendricks, of the Rigby, Andrus, & Rigby, PLLC legal firm (referred to herein as "Consultant").

WHEREAS, SCURA desires to hire Consultant to provide professional services upon the terms and conditions set forth herein in order to accomplish the applicable scope of services set forth on "Exhibit A" attached hereto based upon the compensation terms set forth in "Exhibit B" attached hereto, and

WHEREAS, Consultant desires to perform those services set forth on "Exhibit A" and agrees to do so for the compensation set forth on "Exhibit B" and in accordance with the rights and obligations set forth in this Agreement, and

WHEREAS, SCURA and Consultant enter into this Agreement in furtherance of the public purpose, goals and objectives of SCURA and its Board of Commissioners,
NOW THEREFORE, for consideration, the parties agree as follows:

~ AGREEMENT ~

1. **SCOPE OF WORK:** Consultant agrees to perform those services for SCURA as identified on "Exhibit A" attached hereto and by this reference incorporated herein.
2. **FEES:** SCURA agrees to pay Consultant for services rendered under this Agreement as specified on "Exhibit B" attached hereto and by this reference incorporated herein.
3. **TERM:** This Agreement shall commence as of May 1st, 2025, and shall

remain in effect until April 31st, 2026. After this initial period, this Agreement will be renewed upon identical terms for successive one-year periods unless either party provides written notice of their desire not to renew this Agreement prior to the automatic renewal.

4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** Consultant is an independent consultant and is not an employee, servant, agent, partner, or joint venture of or with SCURA. SCURA shall determine the work to be done by Consultant, but Consultant shall determine the legal means by which it accomplishes the work specified by SCURA. This Agreement shall not be construed to create any employer-employee relationship between SCURA and Consultant. SCURA agrees that it will have no right to control or direct the details, manner, or means by which Consultant accomplishes the results of the services performed hereunder. Consultant has no obligation to work any particular hours or days or any particular number of hours or days. Consultant agrees, however, that its other contracts and services shall not interfere with its performance under this Agreement and that Consultant shall meet all deadlines imposed by SCURA.

5. **RECORDS, ACCESS AND AUDITS:** Consultant shall maintain complete and accurate records with respect to costs incurred and labor expended under this Agreement. All such records shall be maintained according to generally accepted accounting principles, shall be clearly identified, and shall be readily accessible. Such records shall be available for review by SCURA representatives for two (2) years after final payment. Copies shall be made available to SCURA upon request.

6. **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 SCURA on behalf of Consultant or the employees of Consultant. Consultant shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. Consultant understands that Consultant is responsible to pay, according to law, Consultant's income tax. Consultant further understands that Consultant may be liable for self-employment (Social Security) tax to be paid by Consultant according to law.

7. **LICENSES AND LAW:** Consultant represents that it possesses the requisite skill, knowledge, and experience necessary, as well as all licenses required to perform the services under this Agreement and the scope of services identified in "Exhibit A". Consultant agrees to comply with all applicable Sugar City Code and any amendments thereto, the laws of

the State of Idaho, any other applicable ordinances, and codes of Federal, State, and local governments or applicable regulatory agencies in the performance of the services hereunder.

8. **FRINGE BENEFITS:** Because Consultant is engaged in its own independently established business, Consultant is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of SCURA, if any.

9. **INSURANCE AND WORKER'S COMPENSATION:** Consultant shall at all times during its Contract or Agreement with SCURA maintain liability insurance in which SCURA shall be named as an additional insured in the minimum amounts as follows: General Liability (\$1,000,000.00) per incident or occurrence, Professional Liability/errors and omissions (\$1,000,000.00) aggregate, automobile liability insurance (\$1,000,000.00) per incident or occurrence. The limits of insurance shall not be deemed a limitation of the covenants to indemnify, save and hold harmless SCURA.

10. **EQUIPMENT, TOOLS, MATERIALS, and SUPPLIES:** Consultant shall provide, at Consultant's sole expense, all equipment, tools, materials, and/or supplies necessary to accomplish the services to be provided herein.

11. **PROPRIETARY RIGHTS:** All data, materials, reports, memoranda, and other documents or products developed under this Agreement, whether finished or not, shall become the property of SCURA, shall be forwarded to SCURA at its request, and may be used by SCURA for any business purpose. SCURA agrees that if it uses products prepared by Consultant for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold Consultant harmless therefore.

12. **CONFIDENTIALITY:** Consultant agrees to maintain the confidentiality of all work product produced under this Agreement, including both interim and draft, materials, reports, graphics, and any other documents unless and until SCURA signifies its written approval that such work product may be disclosed to third parties.

13. **ENTIRE AGREEMENT:** This Agreement, along with any and all Exhibits attached hereto and incorporated herein by reference, contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

14. **GENERAL ADMINISTRATION AND MANAGEMENT:** The Board Chairman of SCURA or his/her designee shall be SCURA's representative and shall oversee and

approve all services to be performed, coordinate all communications, review and approve all invoices, and carry out any and all tasks as may be required under this Agreement.

15. **AMENDMENTS:** This Agreement may be amended only in writing upon mutual agreement of both SCURA and Consultant.

16. **ASSIGNMENT:** It is expressly agreed and understood by the parties hereto that Consultant shall not have the right to assign, transfer, hypothecate, or sell any of its rights under this Agreement except upon the prior express written consent of SCURA.

17. **TERMINATION OF AGREEMENT:** SCURA reserves the right to terminate this Agreement at any time, for any reason or no reason, by giving at least thirty (30) days' notice in writing to Consultant. If this Agreement is terminated by SCURA as provided herein, Consultant shall be paid an amount for all work in progress that has been completed as of the date the notice of termination is provided yet not invoiced.

18. **NOTICES:** Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

Sugar City Urban Renewal Agency

Derik Taylor, Chairman
Spencer Haacke, Vice Chairman
Attn: Kurt Hibbert, Ex Director
PO Box 56, 10 E. Center Street
Sugar City, Idaho 83448

Consultant

Chase T Hendricks
Rigby, Andrus, & Rigby, PLLC
25 N. 2nd East
Rexburg, Idaho 83440

19. **DISCRIMINATION PROHIBITED:** In performing the services required herein, Consultant agrees not to discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or handicap. Violation of this section shall constitute a material breach of this Agreement and deemed grounds for cancellation, termination, or suspension of the Agreement by SCURA, in whole or in part, and may result in ineligibility for further work for SCURA.

20. **INDEMNIFICATION:** Consultant agrees to indemnify, defend, and hold harmless SCURA and its officers, agents, consultants, and employees from and against any and all liability, claims, losses, actions, or judgments, including any costs and attorney's fees incurred therein, for damages, losses, or injury to SCURA, persons or property for any

negligent act, error or omission arising out of or in connection with any performances or activities of Consultant or its employees under this Agreement.

21. **NONWAIVER:** 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.

22. **APPLICABLE LAW:** Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the state of Idaho with venue for any disputes to occur exclusively in Madison County, Idaho.

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

24. **ATTORNEY FEES:** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to costs and reasonable attorneys' fees as determined by a court of competent jurisdiction in the 7th Judicial District of the State of Idaho. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

25. **DISPUTES:** In the event that a dispute arises between SCURA and Consultant regarding application or interpretation of any provision of this Agreement, the aggrieved party shall promptly notify the other party to this Agreement of the specific dispute within ten (10) days after such dispute arises. Nothing contained herein shall impair the right of termination set forth in paragraph 17. If the parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation or other process of structured negotiation under the auspices of a nationally or regionally recognized organization providing such services in the Northwestern States or otherwise as the parties may mutually agree before resorting to litigation. Should the parties be unable to resolve the dispute to their mutual satisfaction within ninety (90) days from when the notice of dispute is provided, each party shall have the right to pursue any rights or remedies it may have at law or in equity.

26. **SUCCESSORS IN INTEREST:** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereby and their respective

successors and assigns.

IN WITNESS WHEREOF, SCURA and Consultant have executed this Agreement as of the dates noted below.

SUGAR CITY URBAN RENEWAL AGENCY

CONSULTANT

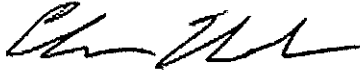
<p>By: _____ _____ Chairman Date: _____ Attest: _____ -</p>	<p> By: Chase Hendricks Rigby, Andrus & Rigby, PLLC Date: 7/7/25 25 N. 2nd E. Rexburg, ID 83440 Cell: 208-390-7538 Email: chendricks@rex-law.com</p>
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EXHIBIT A

Scope of Services

Thank you for the opportunity to serve as legal counsel to the Sugar City Urban Renewal Agency (the “Agency”). This letter sets forth our mutual understanding regarding the scope of services Rigby, Andrus & Rigby, PLLC (the “Firm”) will provide, the terms of engagement, and related matters concerning the Agency’s efforts to establish and implement one or more urban renewal districts within the City of Sugar City. Rigby, Andrus, & Rigby, PLLC specifically, Chase T Hendricks, will serve as General Counsel for SCURA and will provide legal direction and advice to the Board of Commissioners of SCURA on all SCURA operations, attend and assist at board meetings as requested by the Board of Commissioners or its designee, review and prepare necessary contracts and agreements in support of the public efforts of SCURA and all other matters in the normal course of business in service to SCURA as General counsel and as directed by the Board. The Firm agrees to serve as general legal counsel to the Agency for the purpose of providing legal services related to:

- Creation of an urban renewal district;
- Preparation and adoption of an urban renewal plan;
- Coordination with the City of Sugar City and other governmental entities;
- Revenue allocation financing (tax increment financing);
- Drafting and interpreting urban renewal documents (resolutions, ordinances, intergovernmental agreements, notices, and contracts);
- Attendance and participation at Agency and City Council meetings;
- Compliance with applicable laws, including Idaho’s Open Meetings Law and Public Records Act; and
- Ongoing legal guidance on Agency governance and administration.

The scope of work will be divided into two general phases and general services as described below.

Phase One: Eligibility Report and Formation Process

The Firm anticipates the following tasks related to the downtown urban renewal district:

- Review and coordination of the eligibility study;

- Development of a statutory approval timeline;
- Drafting of resolutions for Agency and City Council approval of the eligibility report;
- Coordination with Sugar City Planning and Zoning and other departments;
- Advising on board appointment, legal structure, and startup procedures;
- Attendance at key meetings related to the eligibility phase.

Estimated Legal Fees: Based on my investigation of other firms work for the development of Urban Renewal Districts, legal services during this phase are anticipated to total approximately \$10,000, though this amount may vary depending on complexity, meeting schedule, and any unforeseen challenges.

Phase Two: Urban Renewal Plan and Adoption Process

Following the City Council's adoption of the eligibility findings and direction to proceed with a plan, the Firm will:

- Assist third party consultant in drafting the urban renewal plan and related attachments (except feasibility data);
- Coordinate with fiscal consultants and city staff on the economic feasibility study;
- Draft all resolutions, ordinances, and statutory notices;
- Facilitate Agency and City approvals;
- Prepare transmittals to state and local agencies (e.g., State Tax Commission, County Assessor);
- Advise on publication, notice requirements, and intergovernmental agreements (as needed).

Estimated Legal Fees: The cost for legal services during the plan adoption phase is estimated at \$30,000–\$35,000, exclusive of third-party consultant costs.

General Urban Renewal Legal Services

The Firm will also provide general counsel services to the Agency including:

- Statutory compliance and best practices;
- Legal opinions and public records advice;
- Review and drafting of contracts and agreements;

- Assistance with meeting agendas, notices, and procedural matters;
- Participation in Agency meetings as needed or requested.

Billing Terms and Rates

Our current hourly rates are as follows:

- Attorneys: \$250 per hour
- Paralegals: \$75 per hour

These rates are subject to reasonable adjustments with advance notice. We bill monthly and include any necessary expenses (e.g., printing, mileage, filing fees, and publication costs). Payment is due within 30 days of invoice. Accounts unpaid after 90 days will accrue interest at 18% per annum, and continued delinquency may result in suspension of services and collection efforts, including recovery of attorney fees and costs.

Termination: Either party may terminate this engagement upon 30 days' written notice. The Agency remains responsible for payment of fees incurred through the effective date of termination and any legal services necessary to ensure an orderly conclusion of representation.

Acknowledgment and Approval: If the terms outlined above are acceptable, please sign and return one copy of this letter for our records. We look forward to working with you and to assisting the Agency in the successful creation and implementation of Sugar City's first urban renewal district.

Please don't hesitate to contact me if you have any questions or wish to discuss the engagement terms further.

Sincerely,

RIGBY, ANDRUS & RIGBY, PLLC



Chase T Hendricks

Attorney at Law

EXHIBIT B
Payment of Fees

- 1 Consultant shall compile monthly work and expense records for all services provided pursuant to this Agreement and shall provide each to the Chairman of SCURA or his/her designee by the 15th day of each month. Each invoice shall specify charges as they relate to the tasks described the Scope of Work. Each invoice shall also specify current billing and previous payments, with a total of costs incurred and payments made to date for the term of the Agreement in a "Contract Year to Date" format.
- 2 All invoices shall be paid by SCURA within thirty (30) days of receipt of proper invoice. Any invoice not timely paid by SCURA shall bear interest at a rate of 12% per year.
- 4 Consultant shall keep accurate records of all time expended performing services pursuant to this Agreement which shall be billed in an amount not to exceed the following billable rate(s): \$250.00 per hour for Attorney; \$75 per hour for paralegals.
- 5 SCURA shall be responsible for the reimbursement of any postage and any mileage while outside of the 7th Judicial District Court of Idaho. (Southeast Idaho). Those costs for which SCURA will reimburse Rigby, Andrus & Rigby PLLC are:
 - * Copy costs (when in excess of 100) at .15/page
 - * Any administrative fees or court filing fees advanced by Rigby, Andrus & Rigby
 - * Attendance at any pre-approved education conferences or workshops concerning Urban Renewal matters.

**RESOLUTION NO. 2025-4
CITY OF SUGAR CITY, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUGAR CITY, IDAHO, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH KURT L. HIBBERT MPA, COMMUNITY AND ECONOMIC PLANNER, TO CONDUCT AN URBAN RENEWAL DISTRICT ELIGIBILITY STUDY FOR THE CITY; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

WHEREAS, the City of Sugar City desires to evaluate certain areas within the City for the purpose of determining whether such areas qualify as deteriorated or deteriorating under the Idaho Urban Renewal Law of 1965, Title 50, Chapter 20, Idaho Code, and the Local Economic Development Act, Title 50, Chapter 29, Idaho Code; and

WHEREAS, the City has determined it is in the best interest of the public to engage a qualified professional consultant to assist with preparation of an Urban Renewal District Eligibility Study for the purpose of supporting revitalization, planning, and potential formation of one or more urban renewal districts; and

WHEREAS, Kurt Hibbert MPA, Community and Economic Planner, has proposed to provide such professional services under the terms and conditions set forth in the Professional Services Agreement attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SUGAR CITY, IDAHO, AS FOLLOWS:

Section 1:

The Professional Services Agreement with Kurt Hibbert MPA, Community and Economic Planner, to provide services related to the preparation of an Urban Renewal District Eligibility Study for the City of Sugar City, in substantially the form attached hereto as Exhibit A, is hereby approved.

Section 2:

The Mayor of the City of Sugar City is hereby authorized to execute the Agreement on behalf of the City, and the City Clerk is hereby authorized to attest to the Mayor's signature.

PASSED BY THE CITY COUNCIL of the City of Sugar City, Idaho, this ____ day of _____, 2025.

APPROVED BY THE MAYOR of the City of Sugar City, Idaho, this ____ day of _____, 2025.

THE CITY OF SUGAR CITY, IDAHO

By: _____
Steven Adams, Mayor

ATTEST:

Wendy McLaughlin
City Clerk-Treasurer

SEAL

EXHIBIT A
Consultant Agreement

PROFESSIONAL SERVICES AGREEMENT
~PLANNING AND DEVELOPMENT SERVICES~

This Professional Services Agreement ("Agreement") is made by and between SUGAR CITY URBAN RENEWAL AGENCY, an independent public body corporate and politic, organized and existing under the laws of the State of Idaho and known as the urban renewal agency of the City of Sugar City, Idaho ("SCURA"), and Kurt L. Hibbert MPA, Community and Economic Planner (referred to herein as "Consultant").

WHEREAS, SCURA desires to hire Consultant to provide professional services upon the terms and conditions set forth herein in order to accomplish the applicable scope of services set forth on "Exhibit A" attached hereto based upon the compensation terms set forth in "Exhibit B" attached hereto, and

WHEREAS, Consultant desires to perform those services set forth on "Exhibit A" and agrees to do so for the compensation set forth on "Exhibit B" and in accordance with the rights and obligations set forth in this Agreement, and

WHEREAS, SCURA and Consultant enter into this Agreement in furtherance of the public purpose, goals and objectives of SCURA and its Board of Commissioners,
NOW THEREFORE, for consideration, the parties agree as follows:

~ AGREEMENT ~

1. **SCOPE OF WORK:** Consultant agrees to perform those services for SCURA as identified on "Exhibit A" attached hereto and by this reference incorporated herein.
2. **FEES:** SCURA agrees to pay Consultant for services rendered under this Agreement as specified on "Exhibit B" attached hereto and by this reference incorporated herein.
3. **TERM:** This Agreement shall commence as of May 1st, 2025, and shall remain in effect until April 31st, 2026. After this initial period, this Agreement will be renewed upon identical terms for successive one-year periods unless either party provides written notice of their desire not to renew this Agreement prior to the automatic renewal.
4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** Consultant is an independent consultant and is not an employee, servant, agent, partner, or joint venture of or with SCURA. SCURA shall determine the work to be done by Consultant, but Consultant shall determine the means by which it accomplishes the work specified by SCURA. This Agreement

shall not be construed to create any employer-employee relationship between SCURA and Consultant. SCURA agrees that it will have no right to control or direct the details, manner, or means by which Consultant accomplishes the results of the services performed hereunder. Consultant has no obligation to work any particular hours or days or any particular number of hours or days. Consultant agrees, however, that its other contracts and services shall not interfere with its performance under this Agreement and that Consultant shall meet all deadlines imposed by SCURA.

5. **RECORDS, ACCESS AND AUDITS:** Consultant shall maintain complete and accurate records with respect to costs incurred and labor expended under this Agreement. All such records shall be maintained according to generally accepted accounting principles, shall be clearly identified, and shall be readily accessible. Such records shall be available for review by SCURA representatives for two (2) years after final payment. Copies shall be made available to SCURA upon request.

6. **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 SCURA on behalf of Consultant or the employees of Consultant. Consultant shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. Consultant understands that Consultant is responsible to pay, according to law, Consultant's income tax. Consultant further understands that Consultant may be liable for self-employment (Social Security) tax to be paid by Consultant according to law.

7. **LICENSES AND LAW:** Consultant represents that it possesses the requisite skill, knowledge, and experience necessary, as well as all licenses required to perform the services under this Agreement and the scope of services identified in "Exhibit A". Consultant agrees to comply with all applicable Sugar City Code and any amendments thereto, the laws of the State of Idaho, any other applicable ordinances, and codes of Federal, State, and local governments or applicable regulatory agencies in the performance of the services hereunder.

8. **FRINGE BENEFITS:** Because Consultant is engaged in its own independently established business, Consultant is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of SCURA, if any.

9. **INSURANCE AND WORKER'S COMPENSATION:** Consultant shall at all times during its Contract or Agreement with SCURA maintain liability insurance in which

SCURA shall be named as an additional insured in the minimum amounts as follows: General Liability (\$500,000.00) per incident or occurrence, Professional Liability/errors and omissions (\$500,000.00) aggregate, automobile liability insurance (\$250,000.00) per incident or occurrence. The limits of insurance shall not be deemed a limitation of the covenants to indemnify, save and hold harmless SCURA.

10. **EQUIPMENT, TOOLS, MATERIALS, and SUPPLIES:** Consultant shall provide, at Consultant's sole expense, all equipment, tools, materials, and/or supplies necessary to accomplish the services to be provided herein.

11. **PROPRIETARY RIGHTS:** All data, materials, reports, memoranda, and other documents or products developed under this Agreement, whether finished or not, shall become the property of SCURA, shall be forwarded to SCURA at its request, and may be used by SCURA for any business purpose. SCURA agrees that if it uses products prepared by Consultant for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold Consultant harmless therefore.

12. **CONFIDENTIALITY:** Consultant agrees to maintain the confidentiality of all work product produced under this Agreement, including both interim and draft, materials, reports, graphics, and any other documents unless, and until SCURA signifies its written approval that such work product may be disclosed to third parties.

13. **ENTIRE AGREEMENT:** This Agreement, along with any and all Exhibits attached hereto and incorporated herein by reference, contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

14. **GENERAL ADMINISTRATION AND MANAGEMENT:** The Board Chairman of SCURA or his/her designee shall be SCURA's representative and shall oversee and approve all services to be performed, coordinate all communications, review and approve all invoices, and carry out any and all tasks as may be required under this Agreement.

15. **AMENDMENTS:** This Agreement may be amended only in writing upon mutual agreement of both SCURA and Consultant.

16. **ASSIGNMENT:** It is expressly agreed and understood by the parties hereto that Consultant shall not have the right to assign, transfer, hypothecate, or sell any of its rights under this Agreement except upon the prior express written consent of SCURA.

17. **TERMINATION OF AGREEMENT:** SCURA reserves the right to terminate this Agreement at any time, for any reason or no reason, by giving at least thirty (30) days' notice in writing to Consultant. If this Agreement is terminated by SCURA as provided herein, Consultant shall be paid an amount for all work in progress that has been completed as of the date the notice of termination is provided yet not invoiced.

18. **NOTICES:** Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

Sugar City Urban Renewal Agency

Derik Taylor, Chairman
Spencer Haacke, Vice Chairman
Attn: Kurt Hibbert, Ex Director
PO Box 56, 10 E. Center Street
Sugar City, Idaho 83448

Consultant

Kurt L. Hibbert
Community and Economic Planner
101 S. Maple Ave.
Sugar City, Idaho 83448

19. **DISCRIMINATION PROHIBITED:** In performing the services required herein, Consultant agrees not to discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or handicap. Violation of this section shall constitute a material breach of this Agreement and deemed grounds for cancellation, termination, or suspension of the Agreement by SCURA, in whole or in part, and may result in ineligibility for further work for SCURA.

20. **INDEMNIFICATION:** Consultant agrees to indemnify, defend, and hold harmless SCURA and its officers, agents, consultants, and employees from and against any and all liability, claims, losses, actions, or judgments, including any costs and attorney's fees incurred therein, for damages, losses, or injury to SCURA, persons or property for any negligent act, error or omission arising out of or in connection with any performances or activities of Consultant or its employees under this Agreement.

21. **NONWAIVER:** 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.

22. **APPLICABLE LAW:** Any dispute under this Agreement or related to this

Agreement shall be decided in accordance with the laws of the state of Idaho with venue for any disputes to occur exclusively in Madison County, Idaho.

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

24. **ATTORNEY FEES:** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to costs and reasonable attorneys' fees as determined by a court of competent jurisdiction in the 7th Judicial District of the State of Idaho. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

25. **DISPUTES:** In the event that a dispute arises between SCURA and Consultant regarding application or interpretation of any provision of this Agreement, the aggrieved party shall promptly notify the other party to this Agreement of the specific dispute within ten (10) days after such dispute arises. Nothing contained herein shall impair the right of termination set forth in paragraph 17. If the parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation or other process of structured negotiation under the auspices of a nationally or regionally recognized organization providing such services in the Northwestern States or otherwise as the parties may mutually agree before resorting to litigation. Should the parties be unable to resolve the dispute to their mutual satisfaction within ninety (90) days from when the notice of dispute is provided, each party shall have the right to pursue any rights or remedies it may have at law or in equity.

26. **SUCCESSORS IN INTEREST:** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereby and their respective successors and assigns.

IN WITNESS WHEREOF, SCURA and Consultant have executed this Agreement as of the dates noted below.

SUGAR CITY URBAN RENEWAL AGENCY

CONSULTANT


<p>By: _____ SCURA Chairman</p> <p>Date: _____</p> <p>Attest: _____</p>	<p></p> <p>By: Kurt L. Hibbert MPA Community and Economic Planner Date: 7/7/25 101 S. Maple Ave. Sugar City, Idaho 83448 Cell: 208-681-5609 Email: bunnybouncer@mac.com</p>
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EXHIBIT A

Scope of Services

Thank you for the opportunity to serve as the Consulting Planner and Executive Director to the Sugar City Urban Renewal Agency (the “Agency”). This letter sets forth our mutual understanding regarding the scope of services that we will provide, the terms of engagement, and related matters concerning the Agency’s efforts to establish and implement one or more urban renewal districts within the City of Sugar City. Kurt L. Hibbert MPA, will serve as Executive Director for SCURA and will provide planning and development direction and advice to the Board of Commissioners of SCURA on all SCURA operations, attend and assist all board meetings as requested by the Board of Commissioners or its designee, review contracts and agreements in support of the public efforts of SCURA and all other matters in the normal course of business in service to SCURA as Executive Director and as directed by the Board. I agree to serve as both Executive Director and Planner to the Agency for the purpose of providing planning and development services related to:

- Creation of an urban renewal district;
- Preparation and adoption of an urban renewal plan;
- Coordination with Sugar City and other governmental entities;
- Revenue allocation financing (tax increment financing);
- Drafting and interpreting urban renewal documents (resolutions, ordinances, intergovernmental agreements, notices, and contracts);
- Attendance and participation at Agency and City Council meetings;
- Compliance with applicable laws, including Idaho’s Open Meetings Law and Public Records Act; and
- Ongoing planning and development guidance on Agency administration.

The scope of work will be divided into two general phases and general services as described below.

Phase One: Eligibility Report and Formation Process

We anticipate the following tasks related to each of the five (5) identified urban renewal areas which include the downtown urban renewal district:

- Review and coordination of the eligibility studies. Each of the urban

renewal areas will have individual distinct plans to be implemented individually and separately;

- Coordination with Agency legal counsel, the Sugar City Planning and Zoning Commission, and other city and county departments;
- Advising on board appointment, legal structure, and startup procedures;
- Attendance at key meetings related to the eligibility and the long-term administrative phases.

Estimated Fees: Planning and Development services for the Sugar City Urban Renewal Districts during this preliminary development phase are anticipated to total approximately \$10,000, though this amount could vary depending on complexity, meeting schedule, and any unforeseen challenges. A retainer of \$5,000 will be required immediately upon approval of this agreement to cover the above delineated startup and administrative costs.

Phase Two: Urban Renewal Plan and Adoption Process

Following the City Council's adoption of the eligibility findings and direction to proceed with a plan, we will:

- Draft the urban renewal plan and related attachments (including feasibility data);
- Coordinate with fiscal consultants and city and county staff on the economic feasibility study;
- Review all resolutions, ordinances, and statutory notices;
- Facilitate Agency and City approvals;
- Review transmittals to state and local agencies (e.g., State Tax Commission, County Assessor);
- Advise and oversee on publication, notice requirements, and intergovernmental agreements (as needed).

Estimated Planning and Development Fees: The cost for planning and development services during the plan adoption phase is estimated at \$35,000–\$40,000, exclusive of third-party consultant costs. This contract will be proposed as a lump sum not to exceed contract.

General Urban Renewal Planning and Development Services

We will also provide planning and development services to the Agency including:

- Statutory compliance and best practices;
- Planning and development opinions and public records advice;
- Review of contracts and agreements;
- Develop meeting agendas, notices, and advise on procedural matters;
- Organizing and Planning Agency meetings as needed or requested.

Billing Terms and Rates

Current hourly rates are as follows:

- Principal Planner: \$150 per hour
- GIS Support-Land Use Technician: \$75 per hour

We bill monthly and include any necessary expenses (e.g., printing, mileage, filing fees, and publication costs). Payment is due within 30 days of invoice. Accounts unpaid after 90 days will accrue interest at 12% per annum, and continued delinquency may result in suspension of services and collection efforts, including recovery of attorney fees and costs.

Termination: Either party may terminate this engagement upon 30 days' written notice. The Agency remains responsible for payment of fees incurred through the effective date of termination and any legal services necessary to ensure an orderly conclusion of representation.

Acknowledgment and Approval: This agreement becomes effective immediately upon its approval by the City Council. We look forward to working with you and to assisting the Agency in the successful creation and implementation of Sugar City's urban renewal districts.

Please don't hesitate to call me if you have any questions or wish to discuss the engagement terms further.

Sincerely,



Kurt Hibbert MPA

Community and Economic Planner

208-681-5609 • bunnybouncer@mac.com

EXHIBIT B
Payment of Fees

- 1 Consultant shall compile monthly work and expense records for all services provided pursuant to this Agreement and shall provide each to the Chairman of SCURA or his/her designee by the 15th day of each month. Each invoice shall specify charges as they relate to the tasks described the Scope of Work. Each invoice shall also specify current billing and previous payments, with a total of costs incurred and payments made to date for the term of the Agreement in a "Contract Year to Date" format.
- 2 All invoices shall be paid by SCURA within thirty (30) days of receipt of proper invoice. Any invoice not timely paid by SCURA shall bear interest at a rate of 12% per year.
- 4 Consultant shall keep accurate records of time expended performing services pursuant to this Agreement which shall be billed in an amount not to exceed the following billable rate(s): \$150.00 per hour for Consulting Community and Economic Planner; \$75 per hour for GIS Support-Land Use Technician.
- 5 SCURA shall be responsible for the reimbursement of any postage and any mileage while outside of Madison County. Those costs for which SCURA will reimburse Consultant are:
 - * Copy costs at .15/page
 - * Any administrative fees or court filing fees advanced by Consultant
 - * Attendance at any pre-approved education conferences or workshops concerning Urban Renewal matters.