

OFFICIALS

Joe Stear, Mayor
Briana Buban-Vonder Haar, Council President
Richard Cardoza, Council Member
Warren Christensen, Council Member
Greg McPherson, Council Member



CITY OF KUNA

Kuna City Hall Council Chamber, 751 W 4th Street, Kuna, Idaho 83634

City Council Meeting AGENDA Tuesday, September 4, 2018

6:00 P.M. REGULAR CITY COUNCIL

1. *Call to Order and Roll Call*

2. *Invocation:* Dean Herring, South Valley Baptist Church

3. *Pledge of Allegiance:* Mayor Stear

4. *Consent Agenda:* ALL OF THE LISTED CONSENT AGENDA ITEMS ARE ACTION ITEMS

All items listed under the Consent Agenda are considered to be routine and are acted on with one motion by the City Council. There will be no separate discussion on these items unless the Mayor, Council Member, or City 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 under Business or as instructed by the City Council.

A. City Council Meeting Minutes:

1. Regular City Council Minutes, August 21, 2018

B. Accounts Payable Dated August 30, 2018 in the Amount of \$298,134.57

C. Resolutions

1. Consideration to approve Resolution No. R55-2018

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE CITY TREASURER TO PAY PATAGONIA DEVELOPMENT, LLC THE AMOUNT OF \$61,723.37 FOR REIMBURSEMENT PURSUANT TO THE TERMS OF THE WATER TRUNK REIMBURSEMENT AGREEMENT.

2. Consideration to approve Resolution No. R56-2018

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE CITY TREASURER TO PAY PATAGONIA DEVELOPMENT, LLC. THE AMOUNT OF \$15,698.32 FOR

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REIMBURSEMENT PURSUANT TO THE TERMS OF THE SEWER TRUNK REIMBURSEMENT AGREEMENT.

3. Consideration to approve Resolution No. R57-2018

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE CITY TREASURER TO PAY PATAGONIA DEVELOPMENT, LLC. THE AMOUNT OF \$17,259.67 FOR REIMBURSEMENT PURSUANT TO THE TERMS OF THE PRESSURE IRRIGATION TRUNK REIMBURSEMENT AGREEMENT.

4. Consideration to approve Resolution No. R58-2018

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE CITY TREASURER TO PAY PATAGONIA DEVELOPMENT, LLC. THE AMOUNT OF \$48,078.42 FOR REIMBURSEMENT PURSUANT TO THE TERMS OF THE SEWER LIFT STATION REIMBURSEMENT AGREEMENT.

5. Consideration to approve Resolution No. R59-2018

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE CITY TREASURER TO PAY PATAGONIA DEVELOPMENT, LLC. THE AMOUNT OF \$30,750.46 FOR REIMBURSEMENT PURSUANT TO THE TERMS OF THE PRESSURE IRRIGATION PUMP STATION REIMBURSEMENT AGREEMENT.

6. Consideration to approve Resolution No. R60-2018

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE CITY TREASURER TO PAY ENSIGN DEVELOPMENT GROUP, LLC. THE AMOUNT OF \$28,596.92 FOR REIMBURSEMENT PURSUANT TO THE TERMS OF THE WATER TRUNK REIMBURSEMENT AGREEMENT.

7. Consideration to approve Resolution No. R61-2018

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE CITY TREASURER TO PAY ENSIGN DEVELOPMENT GROUP, LLC THE AMOUNT OF \$2,866.58 FOR REIMBURSEMENT PURSUANT TO THE TERMS OF THE PRESSURE IRRIGATION TRUNK REIMBURSEMENT AGREEMENT.

8. Consideration to approve Resolution No. R62-2018

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE CITY TREASURER TO PAY LOCK-N-ROLL SELF STORAGE, LLC. THE AMOUNT OF \$9,246.94 FOR REIMBURSEMENT PURSUANT TO THE TERMS OF THE WATER TRUNK REIMBURSEMENT AGREEMENT.

9. Consideration to approve Resolution No. R63-2018

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE CITY TREASURER TO PAY CHALLENGER DEVELOPMENT, INC. THE AMOUNT OF \$21,288.80 FOR REIMBURSEMENT PURSUANT TO THE TERMS OF THE MEMORY RANCH REGIONAL LIFT STATION REIMBURSEMENT AGREEMENT.

10. Consideration to approve Resolution No. R64-2018

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE CITY TREASURER TO PAY CHALLENGER DEVELOPMENT, INC. THE AMOUNT OF \$16,211.86 FOR REIMBURSEMENT PURSUANT TO THE TERMS OF THE PRESSURE IRRIGATION TRUNK REIMBURSEMENT AGREEMENT.

11. Consideration to approve Resolution No. R65-2018

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE CITY TREASURER TO PAY TIMBERMIST, LLC THE AMOUNT OF \$76,317.20 FOR REIMBURSEMENT PURSUANT TO THE TERMS OF THE SEWER TRUNK REIMBURSEMENT AGREEMENT.

12. Consideration to approve Resolution No. R66-2018

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE CITY TREASURER TO PAY RIDLEY'S FAMILY MARKETS, INC. THE AMOUNT OF \$18,899.91 FOR REIMBURSEMENT PURSUANT TO THE TERMS OF THE SEWER TRUNK REIMBURSEMENT AGREEMENT.

13. Consideration to approve Resolution No. R67-2018

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE CITY TREASURER TO PAY OASIS PROPERTIES, LLC., THE AMOUNT OF \$17,425.25 FOR REIMBURSEMENT PURSUANT TO THE TERMS OF THE PRESSURE IRRIGATION TRUNK REIMBURSEMENT AGREEMENT.

14. Consideration to approve Resolution No. R68-2018

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY TOLL IDA, LLC FOR THE WINFIELD ESTATES SUBDIVISION PHASE 1 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING AND STREET LIGHTS PURSUANT TO THE TERMS OF THIS RESOLUTION.

5. Community Reports or Requests: None

6. Public Hearings: (6:00 p.m. or as soon thereafter as matters may be heard.) None

A. Public Hearing and consideration to approve Annual Appropriations Ordinance No. 2018-32 and Resolution No. R54-2018 – Bill Jackson, Interim City Treasurer

ACTION ITEM

1. Public Hearing and consideration to approve Ordinance No. 2018-32

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2019, APPROPRIATING THE SUM OF \$33,185,134 TO DEFRAY EXPENSES AND LIABILITIES OF THE CITY OF KUNA FOR SAID FISCAL YEAR; AUTHORIZING A LEVY OF A SUFFICIENT TAX UPON THE TAXABLE PROPERTY; SPECIFYING THE OBJECTS AND PROPOSED EXPENSES FOR WHICH SAID APPROPRIATION IS MADE; AND PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings

Consideration to approve ordinance

2. Consideration to approve Resolution No. R54-2018

A RESOLUTION OF THE CITY OF KUNA, IDAHO CERTIFYING THE INTENT OF THE KUNA CITY COUNCIL TO LEVY, AS PART OF THE GENERAL TAX LEVY ADOPTED PURSUANT TO ORDINANCE NO. 2018-32, FOREGONE PROPERTY TAXES.

B. *Staff requests this item be tabled to the September 18, 2018 City Council Meeting*

Public Hearing and Consideration to approve a modification of the Development Agreement (DA) for Springhill (06-11-DA) – Wendy Howell, Planning & Zoning Director **ACTION ITEM**

A modification of the Development Agreement (DA) for Springhill (06-11-DA) by releasing the property from all provisions of the Development Agreement. The site is located at the southeast corner of Linder Road and Lake Hazel Road, Kuna, Idaho, within Section 1, 2N1W, (APN #'s S1301212425, S1301325480 and S1301233950)

7. Business Items:

- A. National Suicide Prevention Awareness Month Proclamation – Mayor Stear
- B. Direction to do a resolution endorsing ACHD’s Vehicle Registration Fee Reauthorization or individual letters of support from Kuna City Council Members – Mayor Stear ACTION ITEM
- C. *Staff requests this item be tabled to the September 18, 2018 City Council Meeting*
Consideration to approve Resolution No. R51-2018 to the September 18, 2018 Kuna City Council Meeting – Mayor Stear ACTION ITEM

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE SEWER SERVICE PAYMENT AGREEMENT BY AND BETWEEN THE CITY OF KUNA, IDAHO AND CONPAZ, INC. DBA ENRIQUE’S MEXICAN RESTAURANT AND/OR ANA M. PAZ AND/OR ENRIQUE F. CONTRERAS.

8. Ordinances:

- A. Consideration to approve Ordinance No. 2018-33 ACTION ITEM

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY, TO WIT: PARCEL NO. R2004170050 OWNED BY STEVEN O. AND DEBORAH A. JOHNSON, SITUATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA INTO THE CITY OF KUNA, IDAHO; ESTABLISHING THE ZONING CLASSIFICATION OF SAID REAL PROPERTY; DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings of ordinance
Consideration to approve ordinance

9. Mayor/Council Announcements:

10. Executive Session: None

- A. Adjourn to Executive Session Pursuant to Idaho Code 74-206(b) for the Purpose of Discussing a Personnel Matter ACTION ITEM

11. Adjournment:

**OFFICIALS**

Joe Stear, Mayor
 Briana Buban-Vonder Haar, Council President
 Richard Cardoza, Council Member
 Warren Christensen, Council Member
 Greg McPherson, Council Member

CITY OF KUNA

Kuna City Hall Council Chamber, 751 W 4th Street, Kuna, Idaho 83634

**City Council Meeting
 MINUTES
 Tuesday, August 21, 2018**

6:00 P.M. REGULAR CITY COUNCIL**1. Call to Order and Roll Call****COUNCIL MEMBERS PRESENT:**

Mayor Joe Stear
 Council President Briana Buban-Vonder Haar
 Council Member Richard Cardoza - Absent
 Council Member Warren Christensen
 Council Member Greg McPherson

CITY STAFF PRESENT:

Chris Engels, City Clerk
 Bob Bachman, Public Works Director
 Bobby Withrow, Parks Director
 Wendy Howell, Planning & Zoning Director
 Bill Jackson, Interim City Treasurer
 Lisa Holland, Economic Development Director

2. Invocation: Chris Bent, Calvary Chapel**3. Pledge of Allegiance:** Mayor Stear**4. Consent Agenda:** ALL OF THE LISTED CONSENT AGENDA ITEMS ARE ACTION ITEMS
(Timestamp 00:01:26)

All items listed under the Consent Agenda are considered to be routine and are acted on with one motion by the City Council. There will be no separate discussion on these items unless the Mayor, Council Member, or City 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 under Business or as instructed by the City Council.

A. City Council Meeting Minutes:**I. Regular City Council Minutes, August 7, 2018****B. Accounts Payable Dated August 16, 2018 in the Amount of \$494,157.02**

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C. Resolutions

1. Consideration to approve Resolution No. R48-2018

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPOINTING TWO NEW MEMBERS TO REPLACE TWO MEMBERS WHO RESIGNED TO THE CITY OF KUNA, IDAHO DEVELOPMENT IMPACT FEE ADVISORY COMMITTEE FOR THE CITY POLICE DEPARTMENT.

2. Consideration to approve Resolution No. R49-2018

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE AGREEMENT WITH ALLSTREAM TO PROVIDE INTERNET AND PHONE SERVICE FOR THE CITY.

3. Consideration to approve Resolution No. R50-2018

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO SIGN THE CONTRACT WITH KELLER ASSOCIATES, INC. TO PROVIDE ENGINEERING SERVICE FOR SEEPAGE TESTING OF LAGOON #7 AS SPECIFIED IN THE CONTRACT DOCUMENTS TO THE CITY OF KUNA, IDAHO.

4. Consideration to approve Resolution No. R52-2018

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE PARK USE AGREEMENT BY AND BETWEEN THE CITY OF KUNA, IDAHO AND PROJECT IMPACT STEM ACADEMY FOR THE USE OF ARBOR RIDGE PARK PURSUANT TO THE TERMS OF THE AGREEMENT; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

5. Consideration to approve Resolution No. R53-2018

A RESOLUTION OF THE CITY OF KUNA, IDAHO ACCEPTING THE PUBLIC UTILITY EASEMENTS - WINFIELD SPRINGS NO. 1, CITY OF KUNA UTILITY EASEMENT #1 AND WINFIELD SPRINGS NO. 2, CITY OF KUNA UTILITY EASEMENT #1 FROM TOLL ID I, LLC TO THE CITY OF KUNA, IDAHO.

Council President Buban-Vonder Haar requested a change in the title of Resolution No. R48-2018 to read “A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPOINTING TWO NEW MEMBERS TO THE CITY OF KUNA, IDAHO DEVELOPMENT IMPACT FEE ADVISORY COMMITTEE FOR THE CITY POLICE DEPARTMENT TO REPLACE TWO MEMBERS WHO RESIGNED.”

Council President Buban-Vonder Haar moved to approve the Consent Agenda as amended. Seconded by Council Member McPherson. Approved by the following roll call vote:

Voting Aye: Council Members Christensen, Buban-Vonder Haar, and McPherson

Voting No: None

Absent: Council Member Cardoza

Motion carried 3-0-1.

5. Community Reports or Requests: None

6. Public Hearings: (6:00 p.m. or as soon thereafter as matters may be heard.) None

- A. Public Hearing and Consideration to approve 18-01-PUD MOD (Planned Unit Development Modification) – Troy Behunin, Planner III – ACTION ITEM
(Timestamp 00:03:20)**

A request from Becky McKay (with Engineering Solutions), seeking approval for PUD Modification, to measure side/street side setbacks from public Rights-of-Way, rather than from edge of sidewalk as required in KCC 5-3-3(9). This affects four (4) lots total in Timbermist Subdivision; The site is near Hubbard and Linder Roads, Kuna, Idaho, within Section 14, Township 2 North, Range 1 West; APN No's: R8461160290, R846116230, R8461170020 and R8461170360.

Planner III Troy Behunin indicated he didn't know where the applicant was. He moved forward with presentation of the application and stood for questions.

Council President Buban-Vonder Haar asked if this would affect line of sight.

Mr. Behunin replied it should not affect the line of sight at all.

Council Member Christensen clarified whether or not it would impact where the fence was built.

Mr. Behunin stated the fencing would be affected and they would be slightly closer to the sidewalks.

Becky McKay with Engineering Solutions, 1029 N Rosario Street, Suite 100, Meridian, Idaho 83642, presented the request and stood for questions.

Council Member Christensen asked if any of the common areas would be affected.

Ms. McKay explained, as far as common areas that were calculated into their common space or were usable as far as amenities, no.

Mayor Stear opened the public hearing.

Support: None

Against: None

Neutral: None

Rebuttal: None

Council President Buban-Vonder Haar moved to close the public hearing. Seconded by Council Member McPherson. Motion carried 3-0-1. Absent: Council Member Cardoza.

Council President Buban-Vonder Haar stated the packet and presentation were descriptive and she had no questions or concerns. The request did not conflict with the comp plan or code. It sounded like it would be good for the subdivision in terms of maintaining the look the residents were hoping for.

Council President Buban-Vonder Haar moved to approve Case No. 18-01-PUD MOD (Planned Unit Development Modification) with the conditions of approval as listed in the packet. Seconded by Council Member McPherson. Motion carried 3-0-1. Absent: Council Member Cardoza.

7. *Business Items:*

- A. Consideration to approve Resolution No. R47-2018, J & M Sanitation Fee Schedule- Chad Gordon – **ACTION ITEM**
(Timestamp 00:16:06)

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING A NEW FEE SCHEDULE FOR TRASH COLLECTION SERVICES THAT REFLECTS A RATE INCREASE OF 3.48% FOR EACH SERVICE RELATED TO THE CITY'S COLLECTION, HAULING AND REMOVAL OF SOLID WASTE WITH ITS CONTRACTOR J&M SANITATION, WITH AN EFFECTIVE DATE OF OCTOBER 1, 2018.

Chad Gordon, J&M Sanitation Operations Manager, 688 Swan Falls Road, Kuna, Idaho 83634, presented the new fee schedule and stood for questions.

Mayor Stear noted they did not do an increase the previous year.

Mr. Gordon responded that was correct. They rolled out the recycling program instead.

Council President Buban-Vonder Haar reminded everyone the rate increase could not be automatically included. It had to be brought forward every year.

Council President Buban-Vonder Haar moved to approve Resolution No. R47-2018. Seconded by Council Member McPherson. Motion carried 3-0-1. Absent: Council Member Cardoza.

Mayor Stear thanked Mr. Gordon and J&M Sanitation for their excellent service.

B. Consideration to appoint Jared Empey to City Treasurer – Mayor Stear – ACTION ITEM

(Timestamp 00:18:23)

Mayor Stear introduced Jared Empey. He shared that Mr. Empey did a heck of an interview and everyone was very impressed. He invited Mr. Empey to address Council.

Mr. Empey was excited for the opportunity to serve and hoped to get to work soon.

Council welcomed Mr. Empey.

Council President Buban-Vonder Haar moved to appoint Jared Empey to City Treasurer effective September 4, 2018. Seconded by Council Member McPherson. Motion carried 3-0-1. Absent: Council Member Cardoza.

C. Discussion on EDU calculations – Bob Bachman, Public Works Director – ACTION ITEM

(Timestamp 00:20:38)

Public Works Director Bob Bachman walked through the process of EDU Calculation and what he had found since taking the Public Works Director position. He explained the new calculation method they were working on per the rate study they were doing. He felt it was worth the time to vet this out, run some possible scenarios, and make sure they had the best tool to make it as accurate as possible.

Mr. Bachman shared what he found in talking with other cities and public works directors and how he could apply that to Kuna. He stood for questions.

Council President Buban-Vonder Haar appreciated Mr. Bachman's approach and thought it made sense.

Mayor Stear shared Kuna had a settlement agreement with Key Bank and they would have to make sure they did not violate that. The committee would have to look into that. He thanked Mr. Bachman for all his hard work.

No action was taken.

D. Request for review and appeal of EDU calculation for 345 N Avenue E, Enrique's Mexican Restaurant – Enrique Contreras and Ana Paz, Owners – ACTION ITEM
(Timestamp 00:30:08)

Ana Paz and Enrique Contreras, 1922 W Ardell, Kuna, Idaho 83634, presented their request regarding the 11.1 EDUs they were asked to pay. Ms. Paz shared a copy of

the letter they received from the previous City Engineer, Gordon Law, showing any demand provided in previous building permits was credited and the applicant was only charged for fees regarding increased demand. She passed out packets that included the letter and their calculations for the EDU's. She asked how the City came up with the number they needed to pay.

Mayor Stear explained he and staff met to discuss what the total should be and that was what they came up with. There were times when it didn't make complete sense and he wished he could give them a good reason where it came from. This was one of those times where he could not say they were wrong and the City was right. That was why they brought it to Council. It was not a clear cut case.

Council President Buban-Vonder Haar asked how this interfaced with the next item on the agenda and, if their decision was to wait to find out what the study portends and what they wanted to do, would that negatively impact their ability to move forward with opening. If it does how could they remedy that.

Mayor Stear explained the agreement was to make it so they could give them their occupancy. They could wait but they did need to know the number by the end of September so they could pay those EDUs to Key Bank in the current quarter. Otherwise they would be paid to late which was not fair to Key Bank. They did have some time and did not have to make a decision that night. It was appropriate for Council to table it and take a deeper look at it if they would like.

Council President Buban-Vonder Haar asked if the agreement that was signed was what Ms. Paz and Mr. Contreras wanted or if factored in the higher number of EDUs.

Ms. Paz replied they felt like they had to sign the agreement to get their occupancy. When they first got the letter in March they educated themselves by pulling public documents and found inconsistencies. They asked that everyone be treated fairly and equally. Ms. Paz explained they were not charged when they first applied for the permits. She did not know how that slipped through and did not feel they should be punished. She wanted to know why they were chosen for this.

Mayor Stear explained the agreement was only valid if Council approved it. They did not have to and they could table both items. It was basically a guarantee that they would be able to collect this if it was what Council decided they owe. They agreed to pay this if it was what Council decided they had to pay.

Mr. Contreras stated they did not agree to pay and did not feel it would be right for them to pay that full amount because a lot of businesses had already been in that location.

Council President Buban-Vonder Haar clarified they wanted Council to make a decision regarding the number of EDUs they felt were appropriate before they effect

the agreement because the agreement might not be effected depending on what the decision was. She asked Public Works Director Bob Bachman if he felt they would have actionable data in enough time to make a decision by the end of September.

Mr. Bachman replied it would be tough but doable. He did not want to put a whole lot of strain on Utility Billing because they were short staffed and a lot of the information he needed would have to come from them. That being said, they did a great job turning around information.

Council President Buban-Vonder Haar asked if there was any way Mr. Bachman could have access to that system so he could pull the information himself.

Mr. Bachman explained they had talked about it.

Council President Buban-Vonder Haar asked what the proposed way of moving forward was.

Mayor Stear responded mostly they wanted to know if Council wanted to work through this. They also needed to look at how many EDUs Enrique's should be charged.

Mr. Bachman felt the issue was how to charge EDUs for new construction versus old. He agreed with Mayor Stear on sticking to the chart they were currently using. They needed to determine how to treat existing buildings and the policies did not address that.

Council President Buban-Vonder Haar requested to see information regarding what businesses had converted with previous and new use and what had been charged. She also wanted a mock- up of an assessment by several people not talking to each other about it. Then they could review the information and come to a decision or discuss it at the next meeting and make a decision at the last meeting in September.

Mr. Bachman stated that was doable.

It was agreed by everyone to have the information for the September 4, 2018 City Council Meeting.

No action was taken.

- E.** Consideration to Approve Resolution No. R51-2018 – Mayor Stear – ACTION
ITEM
(Timestamp 00:50:21)

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE SEWER SERVICE PAYMENT AGREEMENT BY AND BETWEEN THE

CITY OF KUNA, IDAHO AND CONPAZ, INC. DBA ENRIQUE'S MEXICAN RESTAURANT AND/OR ANA M. PAZ AND/OR ENRIQUE F. CONTRERAS.

Council President Buban-Vonder Haar moved to table Resolution No. R51-2018 to the September 4, 2018 meeting. Seconded by Council Member McPherson. Motion carried 3-0-1. Absent: Council Member Cardoza.

8. Ordinances:

- A. Consideration to approve Ordinance No. 2018-30 – ACTION ITEM
(Timestamp 00:50:58)

AN ORDINANCE OF THE CITY OF KUNA, IDAHO, ANNEXING A PORTION OF THE SOUTHEAST ¼ OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST, OWNED BY TOLL ID I LLC, INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT FROM THE BOISE~KUNA IRRIGATION DISTRICT; CHANGING THE RESPECTIVE BOUNDARIES OF SAID DISTRICTS; DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; DIRECTING THAT COPIES OF THIS ORDINANCE BE RECORDED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings of ordinance

Consideration to approve ordinance

Consideration to approve summary publication of ordinance

Council President Buban-Vonder Haar moved to waive three readings of Ordinance No. 2018-30. Seconded by Council Member McPherson. Motion carried 3-0-1. Absent: Council Member Cardoza.

Council President Buban-Vonder Haar moved to approve Ordinance No. 2018-30. Seconded by Council Member McPherson. Approved by the following roll call vote:

Voting Aye: Council Members Christensen, Buban-Vonder Haar, and McPherson

Voting No: None

Absent: Council Member Cardoza

Motion carried 3-0-1.

Council President Buban-Vonder Haar moved to approve the Summary Publication of Ordinance No. 2018-30. Seconded by Council Member McPherson. Motion carried 3-0-1. Absent: Council Member Cardoza.

B. Consideration to approve Ordinance No. 2018-31 – ACTION ITEM
(Timestamp 00:52:42)

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO AMENDING TITLE 11, CHAPTER 2, SECTION 8, PART B(5) KUNA CITY CODE TITLED RESTRICTED PARKING IN RESIDENTIAL DISTRICTS, TO CLARIFY THAT A VIOLATION OF SAID PART IS A MISDEMEANOR; AND PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings of ordinance

Consideration to approve ordinance

Consideration to approve summary publication of ordinance

Council Member Christensen asked what brought this change about.

Mayor Stear thought it was a code enforcement issue.

Planning & Zoning Director Wendy Howell explained the issues that she knew could relate to the need for the change.

Council Member Christensen wanted clarification on what would be restricted.

Council President Buban-Vonder Haar explained it referred to vehicles being used as a temporary dwelling for more than seven days.

Kuna Police Chief Jon McDaniel explained the need for this change for law enforcement purposes.

Council President Buban-Vonder Haar moved to waive three readings of Ordinance No. 2018-31. Seconded by Council Member McPherson. Motion carried 3-0-1. Absent: Council Member Cardoza.

Council President Buban-Vonder Haar moved to approve Ordinance No. 2018-31. Seconded by Council Member McPherson. Approved by the following roll call vote:

Voting Aye: Council Members Christensen, Buban-Vonder Haar, and McPherson

Voting No: None

Absent: Council Member Cardoza

Motion carried 3-0-1.

Council President Buban-Vonder Haar moved to approve the Summary Publication of Ordinance No. 2018-31. Seconded by Council Member McPherson. Motion carried 3-0-1. Absent: Council Member Cardoza.

9. Mayor/Council Announcements:

(Timestamp 00:58:21)

Mayor Stear updated Council on the odor issue.

Mayor Stear asked City Clerk Chris Engels to update Council on Council Member Cardoza's condition after his surgery.

Ms. Engels shared the information relayed to her by Council Member Cardoza's daughter.

10. Executive Session: None**11. Adjournment: 7:04 pm**

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

*Minutes prepared by Ariana Welker, Deputy City Clerk
Date Approved: CCM 09.04.2018*

	<u>Sq. Ft.</u>	<u>EDU's</u>
Enrique's	<u>11,863</u>	<u>11.1</u>
Prior Uses:		
Cowgirls Event Center / Sandstone Winery	6,065	2.0
Commercial Kitchen	3,923	2.0
Body Complete Salon	1,680	3.4
Less Upstairs Removal (±)	-650	
Simple Perfections	<u>884</u>	<u>2.0</u>
TOTAL PRIOR USES	<u>±11,902</u>	<u>9.4</u>
Additional EDU's		<u>1.7</u>

*Presentation
for item 7-D
7/21/2018*



CITY OF KUNA
P.O. BOX 13
KUNA, ID 83634
www.cityofkuna.com

GORDON N. LAW
CITY ENGINEER

Telephone (208) 287-1727; Fax (208) 287-1731
Email: glaw@cityofkuna.com

MEMORANDUM

TO: Kelly Kehrer, P.E.
KM Engineering

FROM: Gordon N. Law
Kuna City Engineer

RE: Enriques Mexican Restaurant
Storm Drainage Design
Wastewater Disposal

DATE: September 8, 2015

The City of Kuna is in receipt of the following items:

1. Enrique's Mexican Restaurant – Construction Plans (dated August 26, 2015)
2. Enrique's Mexican Restaurant – Storm Drainage Report (dated August 26, 2015)

The latest plans and storm drainage report (dated August 26, 2015) have responded adequately to the comments of the City Engineer from the first submittal of the same. The Plans and report are hereby APPROVED insofar as the City Engineer's requirements are concerned. As you proceed with the project, the City Engineer requests the following are noted:

1. Seepage Bed Inspection
 - a. Please request City inspection of seepage beds after excavation and before backfill (phone 287-1727).
 - b. If conditions vary from design assumption please inform the City inspector.
2. Sewer Service
 - a. **Connection fees are evaluated at the time of building permit application and are based on peak demand as determined from the City's standard demand chart. Any demand provided in previous building permits is credited and the applicant is charged fees only for increased demand.**
3. Water Service
 - a. **Connection fees are evaluated at the time of building permit application and are based on peak demand as determined from the City's standard demand chart. Any demand provided in previous building permits is credited and the applicant is charged fees only for increased demand.**

City of Kuna EDU Chart - Exhibit A	
Classification	Equivalent Dwelling Units
Assembly Hall or Auditorium For Each 200 Seats	1.00
Automotive	
• Car Dealer (Less Wash Bays and Repair Stalls) For Each 4000 sq. ft.	1.00
- Additional Per Wash Bay	1.00
- Additional Per Repair Stall	1.00
• Car Wash	
- Self Service (Per Bay)	1.50
- Automatic w/Recycled Water (Per Bay)	1.50
- Automatic w/o Recycled Water (Per Bay)	2.00
• Service Station	1.00
- Fuel & Bathroom Only: Add per Pump Islands over 4	1.00
- Full Service: Add per each Pump Island or Stall over 4	1.00
- Repair: Add per stall over 4	1.00
- Convenience Store: As per Retail Store	
Bowling Alley (w/First 3 Lanes)	1.00
- Additional Per Lane Over 3	0.20
Business	
• Non Food Prep for each 4,000 sq. ft.: Apparel and Accessory, Department & Retail, Durable Goods, Drugstore, Florist, Hardware, Lumberyard, Gardening Sales, Nursery or Greenhouse, Shopping Center, Business Office, Bank, Post Office, and Tire Store are nonexclusive examples.	1.00
• Grocery & Misc Retail Foods (w/o resident butcher or baker) For Each 4,000 sq. ft.	1.00
- Add for Resident Butcher or Baker	1.00
Campground	1.00
- Add For Each Trailer Unit Over 2	0.50
- Add For Each Camp Site Over 3	0.33
- Additional For RV Dump	4.00
Church, Club or Lodge	
• w/ Kitchen: For Each 75 General Assembly Seats	1.00
• w/o Kitchen: For Each 100 General Assembly Seats	1.00
Food and Beverage Service	1.00
- Bar/Lounge: Add for each 20 Seats Over 20	0.50
- Restaurant Fine Dining: Add for each Seat over 25	0.05
- Restaurant Sit Down: Add for each Seat over 12	0.08
- Restaurant Fast Food: Add for each Seat over 20	0.05
Health Practitioner (Doctor, Dentist, Chiropractor, Specialist)	
• For Up To 3 Chairs or Exam Rooms	1.00
- Add For Each Chair or Exam Room Over 3	0.33
Hotel or Motel	1.00
- Additional Per Unit w/ Kitchen Over 2	0.50
- Additional Per Unit w/o Kitchen Over 3	0.33
Industrial Use	
• Per Each 16 Employees	1.00
• With Showers Per Each 12 Employees	1.00
• With Showers & Cafeteria Per Each 10 Employees	1.00
- Add Per Industrial Process Wastewater	Staff Calculated
Institutional	1.00
- School w/o Cafeteria or Showers: Per 40 /Students over 40	1.00
- School w/Cafeteria: Per 30 Students over 30	1.00
- School w/Showers: Per 30 Students over 30	1.00
- School w/Cafeteria and Showers: Per 25 Students over 25	1.00
- Hospital Additional Per Bed Over 1	0.80
- Nursing Home Additional Per Bed Over 2	0.40
- Jail: Add Per Each Bed over 2	0.50
Laundry	
• Self Serve Up To 5 Machines	2.00
- Additional Per Machine Over 5	0.20
• Commercial Per Machine	Staff Calculated
Personal Care Service	1.00
- Barber Shop: Add for each Station over 4	0.20
- Salon: Add for each Station Over 2	0.40
Photo Lab, Printing Shop	Staff Calculated
Residential Units	
• Per Single Family Dwelling and Multiple Dwelling per Living Unit	1.00
• Per Mobile Home or Trailer Park For Each Unit	1.00
Warehouse or Storage Unit For Each 12,500 sq. ft.	1.00



CITY OF KUNA

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SIGN-UP SHEET

August 21, 2018 – Council, Public Hearing

Case Name: P.U.D. Modification-Timbermist; Request by Becky McKay, Engineering Solutions, LLP

Case Type: Applicant approval for PUD Modification, in order to measure street side yard setbacks from public Rights-of-Way, rather than from edge of sidewalk as required in KCC 5-3-3(9).

This affects four (4) lots total in the Timbermist Subdivision; Lots 5 & 11, Block 9 in Sub No. 2, and Lot 23, Blk 10 & Lot 16, Blk 9 in Sub No. 3. The site is near the northeast corner (NEC) of Hubbard and Linder Roads, Kuna, Idaho, within Section 14, Township 2 North, Range 1 West; APN No's: R8461160290, R846116230, R8461170020 and R8461170360.

Case No.: 18-01-PUD Mod – Setbacks measured from ROW, instead of sidewalk.

Please print your name below if you would like to present oral testimony or written exhibits about this item to the Commission/Council.

IN FAVOR		NEUTRAL		IN OPPOSITION	
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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
				RENTAL PLUS BI-WEEKLY SERVICE, #ADA141, SADIE CREEK PARK, 7/23-8/19/18	08/21/2018	160.00	.00	01-6212 RENT-EQUIPMENT	1004	8/18		
				Total 114-7223940:		160.00	.00					
1463	A COMPANY, INC.	114-7223943		ADA WHEELCHAIR ACCESSIBLE RESTROOM RENTAL PLUS WEEKLY SERVICE, NICHOLSON PARK/SEGO PRAIRIE POND, #ADA412, 7/23-8/19/18	08/21/2018	202.36	.00	01-6212 RENT-EQUIPMENT	1004	8/18		
				Total 114-7223943:		202.36	.00					
1463	A COMPANY, INC.	114-7223948		STANDARD RESTROOM RENTAL PLUS BI-WEEKLY SERVICE, 7/23-8/19/18, #ADA397, WINCHESTER PARK	08/21/2018	160.00	.00	01-6212 RENT-EQUIPMENT	1004	8/18		
				Total 114-7223948:		160.00	.00					
1463	A COMPANY, INC.	114-7226028		3 EA. DELUXE RESTROOM RENTALS PLUS SET UP, REMOVAL, AND SERVICE, FOR KUNA DAYS, B.WITHROW, AUG.'18	08/21/2018	324.32	.00	01-6212 RENT-EQUIPMENT	1004	8/18		
				Total 114-7226028:		324.32	.00					
				Total A COMPANY, INC.:		1,638.10	.00					
A.M.E. ELECTRIC, INC.												
1210	A.M.E. ELECTRIC, INC.	180072		TROUBLESHOOTING AND REPLACEMENT OF MOTOR AND FUSES, A/C UNIT AT TOMORROW PI STATION, C.DEYOUNG, AUG.'18	08/24/2018	1,643.36	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	8/18		
				Total 180072:		1,643.36	.00					

City of Kuna

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total A.M.E. ELECTRIC, INC.:						1,643.36	.00					
AGNEW BECK CONSULTING, INC.												
1883	AGNEW BECK CONSULTING, INC.	7407		<u>PROFESSIONAL SERVICES, 7/1-31/18, KUNA COMPREHENSIVE PLAN - JUL.'18 - P & Z</u>	08/07/2018	12,035.30	.00	<u>01-6202 PROFESSIONAL SERVICES</u>	1003	7/18		
Total 7407:						12,035.30	.00					
Total AGNEW BECK CONSULTING, INC.:						12,035.30	.00					
AMBROSE TECHNICAL SALES												
1584	AMBROSE TECHNICAL SALES	101328	7258	<u>ACTUATORS FOR REPAIRS AND STOCK, M.NADEAU, AUG.'18</u>	07/02/2018	7,972.00	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	8/18		
Total 101328:						7,972.00	.00					
Total AMBROSE TECHNICAL SALES:						7,972.00	.00					
AUTOZONE, INC.												
1606	AUTOZONE, INC.	4126739754	7484	<u>SHOP TOWELS, M.NADEAU, AUG.'18</u>	08/22/2018	12.99	.00	<u>21-6150 M & R - SYSTEM</u>	0	8/18		
Total 4126739754:						12.99	.00					
Total AUTOZONE, INC.:						12.99	.00					
BUREAU OF OCCUPATIONAL LICENSE												
1091	BUREAU OF OCCUPATIONAL LICENSE	09102018CD		<u>LICENSE RENEWAL FOR C.DEYOUNG, WWT1-12854, WWC1-14921, & DWD2-13862 - AUG.'18</u>	08/24/2018	72.00	72.00	<u>20-6075 DUES & MEMBERSHIPS</u>	0	8/18	08/24/2018	
1091	BUREAU OF OCCUPATIONAL LICENSE	09102018CD		<u>LICENSE RENEWAL FOR C.DEYOUNG, WWT1-12854, WWC1-14921, & DWD2-13862 - AUG.'18</u>	08/24/2018	18.00	18.00	<u>25-6075 DUES & MEMBERSHIPS EXPENSE</u>	0	8/18	08/24/2018	

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 09102018CD:						90.00	90.00					
Total BUREAU OF OCCUPATIONAL LICENSE:						90.00	90.00					
BUYWYZ LLC												
1795	BUYWYZ LLC	125350	7487	<u>EXPANSION FILE POCKETS, SCOTCH TAPE, HIGHLIGHTERS, MONTHLY PLANNER, BLUE INK PENS, MOUSE PAD, WIRELESS MOUSE AND KEYBOARD, GREEN INK PENS, FOR STOCK AND UTILITY BILLING, N.STAUFFER, AUG.'18</u>	08/23/2018	75.75	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	8/18		
1795	BUYWYZ LLC	125350	7487	<u>EXPANSION FILE POCKETS, SCOTCH TAPE, HIGHLIGHTERS, MONTHLY PLANNER, BLUE INK PENS, MOUSE PAD, WIRELESS MOUSE AND KEYBOARD, GREEN INK PENS, FOR STOCK AND UTILITY BILLING, N.STAUFFER, AUG.'18</u>	08/23/2018	99.99	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	8/18		
1795	BUYWYZ LLC	125350	7487	<u>EXPANSION FILE POCKETS, SCOTCH TAPE, HIGHLIGHTERS, MONTHLY PLANNER, BLUE INK PENS, MOUSE PAD, WIRELESS MOUSE AND KEYBOARD, GREEN INK PENS, FOR STOCK AND UTILITY BILLING, N.STAUFFER, AUG.'18</u>	08/23/2018	99.99	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	8/18		
1795	BUYWYZ LLC	125350	7487	<u>EXPANSION FILE POCKETS, SCOTCH TAPE, HIGHLIGHTERS, MONTHLY PLANNER, BLUE INK PENS, MOUSE PAD, WIRELESS MOUSE AND KEYBOARD, GREEN INK PENS, FOR STOCK AND UTILITY BILLING, N.STAUFFER, AUG.'18</u>	08/23/2018	27.27	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	8/18		
Total 125350:						303.00	.00					

City of Kuna

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1795	BUYWYZ LLC	125351	7487	<u>CARD STOCK, AUG.'18</u>	08/23/2018	27.42	.00	01-6165 OFFICE SUPPLIES	1003	8/18		
1795	BUYWYZ LLC	125351	7487	<u>5"X8" JR LEGAL PADS FOR STOCK AND DISH SOAP FOR KITCHEN, AUG.'18</u>	08/23/2018	6.81	.00	01-6165 OFFICE SUPPLIES	0	8/18		
1795	BUYWYZ LLC	125351	7487	<u>5"X8" JR LEGAL PADS FOR STOCK AND DISH SOAP FOR KITCHEN, AUG.'18</u>	08/23/2018	8.99	.00	20-6165 OFFICE SUPPLIES	0	8/18		
1795	BUYWYZ LLC	125351	7487	<u>5"X8" JR LEGAL PADS FOR STOCK AND DISH SOAP FOR KITCHEN, AUG.'18</u>	08/23/2018	2.44	.00	25-6165 OFFICE SUPPLIES	0	8/18		
1795	BUYWYZ LLC	125351	7487	<u>5"X8" JR LEGAL PADS FOR STOCK AND DISH SOAP FOR KITCHEN, AUG.'18</u>	08/23/2018	8.99	.00	21-6165 OFFICE SUPPLIES	0	8/18		
Total 125351:						54.65	.00					
Total BUYWYZ LLC:						357.65	.00					
CORE & MAIN LP												
63	CORE & MAIN LP	I637032	7472	<u>NEPTUNE HANDHELD, BELTCLIP RECEIVER AND MOUSE, CHARGING CRADLE, B.BURR, AUG.'18</u>	08/21/2018	6,291.30	.00	20-6020 CAPITAL IMPROVEMENTS	0	8/18		
Total I637032:						6,291.30	.00					
63	CORE & MAIN LP	J167196		<u>10 EA. METERS, B.BURR, AUG.'18</u>	08/14/2018	8,346.80	.00	20-6020 CAPITAL IMPROVEMENTS	0	8/18		
Total J167196:						8,346.80	.00					
63	CORE & MAIN LP	J250509		<u>RETURNING TRANSITION ACC SETS, RED FLAGS, ADAPTERS, PIPE, CLOW GATE, FOR SPLASH PAD - INVOICES I966808 & J096257, AUG.'18</u>	08/14/2018	-1,848.26	.00	01-6045 CONTINGENCY	1067	8/18		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total J250509:						-1,848.26	.00					
63	CORE & MAIN LP	J282514	7405	<u>90 METERS, 23 RADIOS, B.BURR, AUG.'18</u>	08/03/2018	26,265.60	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	8/18		
Total J282514:						26,265.60	.00					
63	CORE & MAIN LP	J286532	7451	<u>PI FITTINGS FOR MENDI, COUPLINGS, D.CROSSLEY, AUG.'18</u>	08/15/2018	110.62	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	8/18		
Total J286532:						110.62	.00					
Total CORE & MAIN LP:						39,166.06	.00					
DUBOIS CHEMICALS INC												
512	DUBOIS CHEMICALS INC	IN-1738490	7461	<u>1 TOTE OF CHLORINE, D.CROSSLEY, AUG.'18</u>	08/16/2018	751.41	.00	<u>20-6151 M & R - PROCESS CHEMICALS</u>	0	8/18		
Total IN-1738490:						751.41	.00					
Total DUBOIS CHEMICALS INC:						751.41	.00					
FERGUSON ENTERPRISES INC												
219	FERGUSON ENTERPRISES INC	0691007		<u>NEW LINE AND SERVICE INSTALL AT BUTLER PI, C.DEYOUNG, AUG.'18</u>	08/01/2018	470.08	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	8/18		
Total 0691007:						470.08	.00					
219	FERGUSON ENTERPRISES INC	0692138		<u>3 HOURS OF STANDARD TIME LABOR, 2 HYDRANT REPAIRS AT KUNA HIGH SCHOOL AND HUBBARD ELEMENTARY (PORTER AND KAY ST), C.DEYOUNG, AUG.'18</u>	08/10/2018	375.00	.00	<u>20-6150 M & R - SYSTEM</u>	0	8/18		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
				M.MEADE, AUG.'18	08/15/2018	365.40	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	8/18		
Total I4924621:						365.40	.00					
Total H.D. FOWLER COMPANY:						365.40	.00					
IDAHO POWER CO												
38	IDAHO POWER CO	08282018I		<u>ELECTRIC SERVICE FOR AUGUST 2018 - ADMIN</u>	08/28/2018	233.98	.00	<u>01-6290 UTILITIES</u>	0	8/18		
38	IDAHO POWER CO	08282018I		<u>ELECTRIC SERVICE FOR AUGUST 2018 - SENIOR CENTER</u>	08/28/2018	460.46	.00	<u>01-6290 UTILITIES</u>	1001	8/18		
38	IDAHO POWER CO	08282018I		<u>ELECTRIC SERVICE FOR AUGUST 2018 - STREET LIGHTS</u>	08/28/2018	5,982.96	.00	<u>01-6290 UTILITIES</u>	1002	8/18		
38	IDAHO POWER CO	08282018I		<u>ELECTRIC SERVICE FOR AUGUST 2018 - P & Z</u>	08/28/2018	11.07	.00	<u>01-6290 UTILITIES</u>	1003	8/18		
38	IDAHO POWER CO	08282018I		<u>ELECTRIC SERVICE FOR AUGUST 2018 - PARKS</u>	08/28/2018	1,202.97	.00	<u>01-6290 UTILITIES</u>	1004	8/18		
38	IDAHO POWER CO	08282018I		<u>ELECTRIC SERVICE FOR AUGUST 2018 - WATER</u>	08/28/2018	12,455.49	.00	<u>20-6290 UTILITIES EXPENSE</u>	0	8/18		
38	IDAHO POWER CO	08282018I		<u>ELECTRIC SERVICE FOR AUGUST 2018 - SEWER</u>	08/28/2018	21,124.28	.00	<u>21-6290 UTILITIES EXPENSE</u>	0	8/18		
38	IDAHO POWER CO	08282018I		<u>ELECTRIC SERVICE FOR AUGUST 2018 - P,I</u>	08/28/2018	25,175.93	.00	<u>25-6290 UTILITIES EXPENSE</u>	0	8/18		
38	IDAHO POWER CO	08282018I		<u>ELECTRIC SERVICE FOR AUGUST 2018 - FARM</u>	08/28/2018	13,869.58	.00	<u>21-6090 FARM EXPENDITURES</u>	0	8/18		
Total 08282018I:						80,516.72	.00					
Total IDAHO POWER CO:						80,516.72	.00					

City of Kuna

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
IDAHO PRESS TRIBUNE, LLC												
1802	IDAHO PRESS TRIBUNE, LLC	1121469-A	7436	<u>AD#1799650. SUMMARY PUBLICATIONS OF ORD 2018- 28. A.WELKER. AUG.'18</u>	08/15/2018	54.58	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	8/18		
1802	IDAHO PRESS TRIBUNE, LLC	1121469-A	7436	<u>AD#1799652. SUMMARY PUBLICATIONS OF ORD 2018- 27. A.WELKER. AUG.18</u>	08/15/2018	53.10	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	8/18		
1802	IDAHO PRESS TRIBUNE, LLC	1121469-A	7436	<u>AD#1799654. SUMMARY PUBLICATIONS OF ORD 2018- 29. A.WELKER. AUG.'18</u>	08/15/2018	50.14	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	8/18		
Total 1121469-A:						157.82	.00					
1802	IDAHO PRESS TRIBUNE, LLC	1121469-B	7441	<u>AD#1799655. LEGAL NOTICE. 18-01-S. WHISPER MEADOWS. T.BEHUNIN. AUG.'18</u>	08/15/2018	54.58	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	8/18		
Total 1121469-B:						54.58	.00					
1802	IDAHO PRESS TRIBUNE, LLC	1122274	7465	<u>AD#1802630. LEGAL NOTICE. 18-10-SUP. J.HELLMAN. AUG.'18</u>	08/22/2018	53.10	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	8/18		
Total 1122274:						53.10	.00					
1802	IDAHO PRESS TRIBUNE, LLC	1123187-A	7470	<u>AD#1802584. PUBLIC HEARING NOTICE. FY'19 BUDGET. A. WELKER. AUG.'18 - ADMIN</u>	08/29/2018	186.03	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	8/18		
1802	IDAHO PRESS TRIBUNE, LLC	1123187-A		<u>AD#1802584. PUBLIC HEARING NOTICE. FY 2019 BUDGET. AUG.'18 - P & Z</u>	08/29/2018	66.44	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	8/18		
1802	IDAHO PRESS TRIBUNE, LLC	1123187-A		<u>AD#1802584. PUBLIC HEARING NOTICE. FY 2019 BUDGET. AUG.'18 - WATER</u>	08/29/2018	172.74	.00	<u>20-6125 LEGAL PUBLICATIONS</u>	0	8/18		
1802	IDAHO PRESS TRIBUNE, LLC	1123187-A		<u>AD#1802584. PUBLIC HEARING NOTICE. FY 2019 BUDGET. AUG.'18 - SEWER</u>	08/29/2018	172.74	.00	<u>21-6125 LEGAL PUBLICATIONS EXPENSE</u>	0	8/18		

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				SPACE TO DATA PARTITION, AUG.'18	08/19/2018	8.80	.00	25-6142_MAINT. & REPAIRS - EQUIPMENT	0	8/18		
Total 109253:						88.00	.00					
Total INTEGRINET SOLUTIONS, INC.:						88.00	.00					
INTERMOUNTAIN GAS CO												
37	INTERMOUNTAIN GAS CO	482135196712		NATURAL GAS CONSUMPTION AT SENIOR CENTER, 7/12-8/13/18	08/14/2018	42.22	42.22	01-6290 UTILITIES	1001	8/18	08/24/2018	
Total 4821351967121881318:						42.22	42.22					
37	INTERMOUNTAIN GAS CO	482634665712		NATURAL GAS CONSUMPTION AT CITY HALL, 7/12-8/13/18 - ADMIN	08/14/2018	5.94	5.94	01-6290 UTILITIES	0	8/18	08/24/2018	
37	INTERMOUNTAIN GAS CO	482634665712		NATURAL GAS CONSUMPTION AT CITY HALL, 7/12-8/13/18 - P & Z	08/14/2018	2.12	2.12	01-6290 UTILITIES	1003	8/18	08/24/2018	
37	INTERMOUNTAIN GAS CO	482634665712		NATURAL GAS CONSUMPTION AT CITY HALL, 7/12-8/13/18 - WATER	08/14/2018	5.51	5.51	20-6290 UTILITIES EXPENSE	0	8/18	08/24/2018	
37	INTERMOUNTAIN GAS CO	482634665712		NATURAL GAS CONSUMPTION AT CITY HALL, 7/12-8/13/18 - SEWER	08/14/2018	5.51	5.51	21-6290 UTILITIES EXPENSE	0	8/18	08/24/2018	
37	INTERMOUNTAIN GAS CO	482634665712		NATURAL GAS CONSUMPTION AT CITY HALL, 7/12-8/13/18 - P.I	08/14/2018	2.12	2.12	25-6290 UTILITIES EXPENSE	0	8/18	08/24/2018	
Total 4826346657121881318:						21.20	21.20					
Total INTERMOUNTAIN GAS CO:						63.42	63.42					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	08102018-081		SANITATION RECEIPT TRANSFER, 8/10-16/18	08/20/2018	58,375.22	58,375.22	26-7000 SOLID WASTE SERVICE FEES	0	8/18	08/20/2018	

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230	J & M SANITATION, INC.	08102018-081		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES, 8/10-16/18</u>	08/20/2018	-5,767.47	-5,767.47	01-4170 <u>FRANCHISE FEES</u>	0	8/18	08/20/2018	
Total 08102018-08162018:						52,607.75	52,607.75					
230	J & M SANITATION, INC.	08172018-082		<u>SANITATION RECEIPT TRANSFER 8/17-23/18</u>	08/24/2018	32,898.59	32,898.59	26-7000 <u>SOLID WASTE SERVICE FEES</u>	0	8/18	08/24/2018	
230	J & M SANITATION, INC.	08172018-082		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES 8/17-23/18</u>	08/24/2018	-3,250.38	-3,250.38	01-4170 <u>FRANCHISE FEES</u>	0	8/18	08/24/2018	
Total 08172018-08232018:						29,648.21	29,648.21					
Total J & M SANITATION, INC.:						82,255.96	82,255.96					
KELLER ASSOCIATES, INC.												
429	KELLER ASSOCIATES, INC.	0000013		<u>PROFESSIONAL SERVICES 7/1- 31/18, ORCHARD REGIONAL LIFT STATION PROJECT</u>	08/13/2018	6,925.00	.00	21-6202 <u>PROFESSIONAL SERVICES</u>	0	7/18		
Total 0000013:						6,925.00	.00					
Total KELLER ASSOCIATES, INC.:						6,925.00	.00					
KUNA JT. SCHOOL DISTRICT NO. 3												
199	KUNA JT. SCHOOL DISTRICT NO. 3	694		<u>FIBER OPTIC LEASE FOR AUGUST 2018 - ADMIN</u>	08/27/2018	84.00	.00	01-6255 <u>TELEPHONE</u>	0	8/18		
199	KUNA JT. SCHOOL DISTRICT NO. 3	694		<u>FIBER OPTIC LEASE FOR AUGUST 2018 - P & Z</u>	08/27/2018	30.00	.00	01-6255 <u>TELEPHONE</u>	1003	8/18		
199	KUNA JT. SCHOOL DISTRICT NO. 3	694		<u>FIBER OPTIC LEASE FOR AUGUST 2018 - WATER</u>	08/27/2018	78.00	.00	20-6255 <u>TELEPHONE EXPENSE</u>	0	8/18		
199	KUNA JT. SCHOOL DISTRICT NO. 3	694		<u>FIBER OPTIC LEASE FOR AUGUST 2018 - SEWER</u>	08/27/2018	78.00	.00	21-6255 <u>TELEPHONE EXPENSE</u>	0	8/18		

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199	KUNA JT. SCHOOL DISTRICT NO. 3	694		<u>FIBER OPTIC LEASE FOR AUGUST 2018 - P.I</u>	08/27/2018	30.00	.00	<u>25-6255 TELEPHONE EXPENSE</u>	0	8/18		
Total 694:						300.00	.00					
Total KUNA JT. SCHOOL DISTRICT NO. 3:						300.00	.00					
KUNA LUMBER												
499	KUNA LUMBER	A101574	7504	<u>LINE FOR CONCRETE FORMS FOR THE SPLASHPAD, M.MEADE, AUG.'18</u>	08/28/2018	8.09	.00	<u>01-6045 CONTINGENCY</u>	1067	8/18		
Total A101574:						8.09	.00					
499	KUNA LUMBER	B117170	7466	<u>PIPE TAPE AND PVC PIPE, B.BOWEN, AUG.'18</u>	08/16/2018	40.31	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	8/18		
Total B117170:						40.31	.00					
499	KUNA LUMBER	B117224	7468	<u>SPRINKLER PARTS FOR THE NEW EXTENSION BREAK, B.BOWEN, AUG.'18</u>	08/17/2018	47.97	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	8/18		
Total B117224:						47.97	.00					
499	KUNA LUMBER	B117366	7478	<u>PARTICLE MASKS, M.MEADE, AUG.'18</u>	08/21/2018	4.76	.00	<u>01-6230 SAFETY TRAINING & EQUIPMENT</u>	1004	8/18		
Total B117366:						4.76	.00					
499	KUNA LUMBER	B117574	7498	<u>SCREWS AND STAKES FOR THE TEE PADS, M.MEADE, AUG.'18</u>	08/27/2018	160.76	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	8/18		

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Total B117574:						160.76	.00					
499	KUNA LUMBER	B117582	7501	<u>SCREWS FOR TEE PADS, J.MORFIN, AUG.'18</u>	08/27/2018	6.28	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	8/18		
Total B117582:						6.28	.00					
Total KUNA LUMBER:						268.17	.00					
MASTER ROOTER SERVICES INC.												
834	MASTER ROOTER SERVICES INC.	64332980		<u>PUMPING OUT 10 MILE BREAK IN DRY PIT, JUL.'18</u>	07/31/2018	2,534.00	.00	<u>21-6150 M & R - SYSTEM</u>	0	7/18		
Total 64332980:						2,534.00	.00					
Total MASTER ROOTER SERVICES INC.:						2,534.00	.00					
MISCELLANEOUS VENDORS 2												
1849	MISCELLANEOUS VENDORS 2	60930.02		<u>EMILY FOLEY, 586 W BOISE ST - REFUND OVERPMT ON UTILITY BILLING ACCT 60930.02</u>	08/28/2018	7,943.05	7,943.05	<u>99-1075 Utility Cash Clearing</u>	0	8/18	08/28/2018	
Total 60930.02:						7,943.05	7,943.05					
Total MISCELLANEOUS VENDORS 2:						7,943.05	7,943.05					
PAIGE MECHANICAL GROUP, INC.												
1654	PAIGE MECHANICAL GROUP, INC.	7602		<u>REFILLED REFRIGERANT IN HVAC AT TREATMENT PLANT, PLUS TROUBLESHOOTING/LABOR, AUG.'18</u>	08/23/2018	388.26	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	8/18		
Total 7602:						388.26	.00					

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				AUG.'18	08/03/2018	22.40	.00	21-6142_MAINT. & REPAIRS - EQUIPMENT	0	8/18		
	Total T011092:					22.40	.00					
	Total REXEL USA, INC.:					22.40	.00					
STATE OF IDAHO-DEPT OF ENVIR QUALITY												
128	STATE OF IDAHO-DEPT OF ENVIR QUALITY	20190885		PRE-PAYMENT FEES, ANNUAL ASSESSMENT FOR PUBLIC DRINKING WATER SYSTEM FOR FISCAL YEAR 2019, 10/1/18-09/30/19	08/27/2018	21,498.00	.00	20-1500_PREPAID INSURANCE	0	8/18		
	Total 20190885:					21,498.00	.00					
	Total STATE OF IDAHO-DEPT OF ENVIR QUALITY:					21,498.00	.00					
TATES RENTS, INC.												
59	TATES RENTS, INC.	1153167-5	7489	JACK HAMMER BIT, J.MORFIN, AUG.'18	08/23/2018	89.99	.00	01-6175_SMALL TOOLS	1004	8/18		
	Total 1153167-5:					89.99	.00					
	Total TATES RENTS, INC.:					89.99	.00					
THE HARTWELL CORP												
1359	THE HARTWELL CORP	7410		NOTARY BOND FOR J.REID, AUG.'18 - ADMIN	08/14/2018	47.00	.00	01-6075_DUES & MEMBERSHIPS	0	8/18		
1359	THE HARTWELL CORP	7410		NOTARY BOND FOR J.REID, AUG.'18 - WATER	08/14/2018	1.20	.00	20-6075_DUES & MEMBERSHIPS	0	8/18		
1359	THE HARTWELL CORP	7410		NOTARY BOND FOR J.REID, AUG.'18 - SEWER	08/14/2018	1.20	.00	21-6075_DUES & MEMBERSHIPS	0	8/18		
1359	THE HARTWELL CORP	7410		NOTARY BOND FOR J.REID, AUG.'18 - P.I	08/14/2018	.60	.00	25-6075_DUES & MEMBERSHIPS EXPENSE	0	8/18		

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Total 7410:						50.00	.00					
Total THE HARTWELL CORP:						50.00	.00					
TREASURE VALLEY COFFEE												
992	TREASURE VALLEY COFFEE	2160:05710717	7505	<u>1 CASE COFFEE, 3 CANISTERS CREAMER, 1 CANISTER SUGAR, CITY HALL, AUG.'18</u>	08/28/2018	64.60	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	8/18		
Total 2160:05710717:						64.60	.00					
992	TREASURE VALLEY COFFEE	2160:05716935		<u>6 EA. 5-GALLON BOTTLES OF WATER AND 1 COOLER RENTAL FOR THE MAINTENANCE SHOP, AUG.'18 - PARKS</u>	08/17/2018	44.20	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	8/18		
Total 2160:05716935:						44.20	.00					
992	TREASURE VALLEY COFFEE	2160:05716961		<u>6 EA. 5-GALLON BOTTLES OF WATER AND 2 COOLER RENTALS FOR CITY HALL, AUG.'18</u>	08/17/2018	62.20	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	8/18		
Total 2160:05716961:						62.20	.00					
Total TREASURE VALLEY COFFEE:						171.00	.00					
U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)												
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	364490276		<u>COPIER CONTRACT #500-0519539-000, RICOH MODEL # MPC4504EX, SERIAL #S: C737M540938 & C737M540155, AUG.'18 - ADMIN</u>	08/17/2018	115.60	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	0	8/18		
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	364490276		<u>COPIER CONTRACT #500-0519539-000, RICOH MODEL # MPC4504EX, SERIAL #S: C737M540938 & C737M540155, AUG.'18 - P & Z</u>	08/17/2018	41.29	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1003	8/18		

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1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	364490276		<u>COPIER CONTRACT #500- 0519539-000, RICOH MODEL # MPC4504EX, SERIAL #S: C737M540938 & C737M540155, AUG.'18 - WATER</u>	08/17/2018	107.34	.00	<u>20-6142 MAINT. & REPAIRS- EQUIPMENT</u>	0	8/18		
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	364490276		<u>COPIER CONTRACT #500- 0519539-000, RICOH MODEL # MPC4504EX, SERIAL #S: C737M540938 & C737M540155, AUG.'18 - SEWER</u>	08/17/2018	107.34	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	8/18		
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	364490276		<u>COPIER CONTRACT #500- 0519539-000, RICOH MODEL # MPC4504EX, SERIAL #S: C737M540938 & C737M540155, AUG.'18 - P.I</u>	08/17/2018	41.28	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	8/18		
Total 364490276:						412.85	.00					
Total U.S. BANK NATIONAL ASSOC (EQUIP FINANCE):						412.85	.00					
UNIVAR USA, INC.												
1410	UNIVAR USA, INC.	NA597468	7434	<u>HYPOCHLORIDE, T.SHAFER, AUG.'18</u>	08/13/2018	1,413.40	.00	<u>21-6151 M & R - PROCESS CHEMICALS</u>	0	8/18		
1410	UNIVAR USA, INC.	NA597468	7434	<u>2 EA. DEPOSITS ON RETURNABLE POLY CONTAINERS, T.SHAFER, AUG.'18</u>	08/13/2018	1,400.00	.00	<u>21-6097 DEPOSITS ON ACCOUNT</u>	0	8/18		
Total NA597468:						2,813.40	.00					
1410	UNIVAR USA, INC.	NA597593	7435	<u>CAUSTIC SODA, T.SHAFER, AUG.'18</u>	08/15/2018	8,595.70	.00	<u>21-6152 M & R - LABORATORY COSTS</u>	0	8/18		
Total NA597593:						8,595.70	.00					
1410	UNIVAR USA, INC.	NA597645	7457	<u>CITRIC ACID AND SODIUM HYPOCHLORITE, T.SHAFER, AUG.'18</u>	08/17/2018	3,453.40	.00	<u>21-6151 M & R - PROCESS CHEMICALS</u>	0	8/18		

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Total NA597645:						3,453.40	.00					
1410	UNIVAR USA, INC.	NA597712	7402	<u>ALUMINUM SULFATE, T.SHAFFER, AUG.'18</u>	08/20/2018	5,596.36	.00	21-6151 M & R - PROCESS CHEMICALS	0	8/18		
Total NA597712:						5,596.36	.00					
Total UNIVAR USA, INC.:						20,458.86	.00					
UNIVERSITY OF OKLAHOMA												
1950	UNIVERSITY OF OKLAHOMA	00164939	7499	<u>ECONOMIC DEVELOPMENT INSTITUTE, NEW ORLEANS, L.HOLLAND, AUG.'18</u>	08/16/2018	1,835.00	.00	01-6265 TRAINING & SCHOOLING	4000	8/18		
Total 00164939:						1,835.00	.00					
Total UNIVERSITY OF OKLAHOMA:						1,835.00	.00					
UTILITY REFUND #5												
1923	UTILITY REFUND #5	111630.01		<u>WINDY LAREE TAYLOR, 660 E ANDREA ST - UTILITY REFUND</u>	08/20/2018	14.66	.00	99-1075 Utility Cash Clearing	0	8/18		
Total 111630.01:						14.66	.00					
1923	UTILITY REFUND #5	130540.02A		<u>CHARLES BOWERY, 1387 W WHEAT ST - UTILITY REFUND</u>	08/24/2018	68.95	.00	99-1075 Utility Cash Clearing	0	8/18		
Total 130540.02A:						68.95	.00					
1923	UTILITY REFUND #5	150030.04		<u>RIOSTASIA JOHNS, 721 W WHITE FANG ST - UTILITY REFUND</u>	08/22/2018	78.38	.00	99-1075 Utility Cash Clearing	0	8/18		
Total 150030.04:						78.38	.00					

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1923	UTILITY REFUND #5	160905.01		<u>ARTIE GROSJEAN, 266 W JOHN DEERE ST - UTILITY REFUND</u>	08/20/2018	118.42	.00	99-1075 Utility Cash Clearing	0	8/18		
Total 160905.01:						118.42	.00					
1923	UTILITY REFUND #5	164075.03A		<u>APRIL DENBY, 322 E BRUSH GULCH ST - UTILITY REFUND</u>	08/24/2018	68.95	.00	99-1075 Utility Cash Clearing	0	8/18		
Total 164075.03A:						68.95	.00					
1923	UTILITY REFUND #5	183250.03A		<u>JOHN WARNER, 1620 N BUCKLER WAY - UTILITY REFUND</u>	08/24/2018	68.95	.00	99-1075 Utility Cash Clearing	0	8/18		
Total 183250.03A:						68.95	.00					
1923	UTILITY REFUND #5	190070.01		<u>HEATHER LABOUR, 1723 N DEERHORN PL - UTILITY REFUND</u>	08/22/2018	13.77	.00	99-1075 Utility Cash Clearing	0	8/18		
Total 190070.01:						13.77	.00					
1923	UTILITY REFUND #5	200385.00		<u>MARY MCCARTHY, 245 E BAY OWL DR - UTILITY REFUND</u>	08/20/2018	98.36	.00	99-1075 Utility Cash Clearing	0	8/18		
Total 200385.00:						98.36	.00					
1923	UTILITY REFUND #5	210005.01		<u>JED MATSON, 2381 N HAWAIIAN HAWK PL - UTILITY REFUND</u>	08/20/2018	85.00	.00	99-1075 Utility Cash Clearing	0	8/18		
Total 210005.01:						85.00	.00					
1923	UTILITY REFUND #5	210440.02		<u>JON CAHILL, 559 E BLACK HAWK CT - UTILITY REFUND</u>	08/20/2018	20.76	.00	99-1075 Utility Cash Clearing	0	8/18		

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Total 210440.02:						20.76	.00					
1923	UTILITY REFUND #5	221440.01A		<u>CBH, 1126 S RUMNEY AVE - UTILITY REFUND</u>	08/24/2018	48.32	.00	99-1075 Utility Cash Clearing	0	8/18		
Total 221440.01A:						48.32	.00					
1923	UTILITY REFUND #5	221655.02		<u>CORY D WAITE, 915 S TOMEN AVE - UTILITY REFUND</u>	08/20/2018	75.30	.00	99-1075 Utility Cash Clearing	0	8/18		
Total 221655.02:						75.30	.00					
1923	UTILITY REFUND #5	230710.02		<u>SHAUN C DREW, 432 S WILLOW TREE AVE - UTILITY REFUND</u>	08/22/2018	13.61	.00	99-1075 Utility Cash Clearing	0	8/18		
Total 230710.02:						13.61	.00					
1923	UTILITY REFUND #5	240880.02		<u>PAUL HUNTER, 960 E ONTEM ST - UTILITY REFUND</u>	08/22/2018	53.06	.00	99-1075 Utility Cash Clearing	0	8/18		
Total 240880.02:						53.06	.00					
1923	UTILITY REFUND #5	263030.03A		<u>NATHANEAL EVANKO, 2568 W BURLEYWOOD PATH - UTILITY REFUND</u>	08/24/2018	71.18	.00	99-1075 Utility Cash Clearing	0	8/18		
Total 263030.03A:						71.18	.00					
1923	UTILITY REFUND #5	264410.02		<u>JANIS L STEADING, 1838 N ROSEDUST DR - UTILITY REFUND</u>	08/20/2018	9.02	.00	99-1075 Utility Cash Clearing	0	8/18		
Total 264410.02:						9.02	.00					
1923	UTILITY REFUND #5	274340.04A		<u>JOHNATHAN SORENSON, 2361 N BLUEBLOSSOM DR - UTILITY REFUND</u>	08/24/2018	80.00	.00	99-1075 Utility Cash Clearing	0	8/18		

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Total 274340.04A:						80.00	.00					
1923	UTILITY REFUND #5	277015.01A		<u>CBH, 2620 HONEYSUCKLE WAY - UTILITY REFUND</u>	08/24/2018	48.32	.00	99-1075 Utility Cash Clearing	0	8/18		
Total 277015.01A:						48.32	.00					
1923	UTILITY REFUND #5	277026.01A		<u>CBH, 567 W ALLSPICE ST - UTILITY REFUND</u>	08/24/2018	48.32	.00	99-1075 Utility Cash Clearing	0	8/18		
Total 277026.01A:						48.32	.00					
1923	UTILITY REFUND #5	277047.01		<u>CBH HOMES, 2474 N IDITAROD WAY - UTILITY REFUND</u>	08/20/2018	30.09	.00	99-1075 Utility Cash Clearing	0	8/18		
Total 277047.01:						30.09	.00					
1923	UTILITY REFUND #5	277312.01		<u>CBH HOMES, 236 W SCREECH OWL DR - UTILITY REFUND</u>	08/20/2018	1.24	.00	99-1075 Utility Cash Clearing	0	8/18		
Total 277312.01:						1.24	.00					
1923	UTILITY REFUND #5	277314.01		<u>CBH HOMES, 272 W SCREECH OWL DR - UTILITY REFUND</u>	08/20/2018	41.87	.00	99-1075 Utility Cash Clearing	0	8/18		
Total 277314.01:						41.87	.00					
1923	UTILITY REFUND #5	278046.01		<u>CBH HOMES, 2985 W PEAR APPLE ST - UTILITY REFUND</u>	08/22/2018	3.20	.00	99-1075 Utility Cash Clearing	0	8/18		
Total 278046.01:						3.20	.00					
1923	UTILITY REFUND #5	278113.01A		<u>CBH, 8853 S RED DELICIOUS WAY - UTILITY REFUND</u>	08/24/2018	48.32	.00	99-1075 Utility Cash Clearing	0	8/18		

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 278113.01A:						48.32	.00					
1923	UTILITY REFUND #5	278132.01A		<u>CBH_3104 W PEAR APPLE ST - UTILITY REFUND</u>	08/24/2018	48.32	.00	99-1075 Utility Cash Clearing	0	8/18		
Total 278132.01A:						48.32	.00					
1923	UTILITY REFUND #5	280222.01		<u>SUNRISE HOMES_2230 N AZURITE PL - UTILITY REFUND</u>	08/20/2018	12.80	.00	99-1075 Utility Cash Clearing	0	8/18		
Total 280222.01:						12.80	.00					
1923	UTILITY REFUND #5	280505.01		<u>SUNRISE HOMES_2172 N FIRE OPAL AVE - UTILITY REFUND</u>	08/20/2018	15.91	.00	99-1075 Utility Cash Clearing	0	8/18		
Total 280505.01:						15.91	.00					
1923	UTILITY REFUND #5	291009.01A		<u>CBH HOMES_6905 S NORDEAN AVE - UTILITY REFUND</u>	08/24/2018	48.32	.00	99-1075 Utility Cash Clearing	0	8/18		
Total 291009.01A:						48.32	.00					
1923	UTILITY REFUND #5	302010.01A		<u>STACY CONSTRUCTION_9443 S PALENA AVE - UTILITY REFUND</u>	08/20/2018	100.72	.00	99-1075 Utility Cash Clearing	0	8/18		
Total 302010.01A:						100.72	.00					
1923	UTILITY REFUND #5	302021.01		<u>STACY CONSTRUCTION_640 E RAISON CT - UTILITY REFUND</u>	08/22/2018	84.67	.00	99-1075 Utility Cash Clearing	0	8/18		
Total 302021.01:						84.67	.00					
1923	UTILITY REFUND #5	302136.01		<u>SCHROEDER ENTERPRISES, 1062 E ANDES DR - UTILITY REFUND</u>	08/20/2018	2.98	.00	99-1075 Utility Cash Clearing	0	8/18		

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 302136.01:						2.98	.00					
1923	UTILITY REFUND #5	303114.01		<u>HUBBLE HOMES, 2280 N GREENVILLE AVE - UTILITY REFUND</u>	08/20/2018	61.11	.00	<u>99-1075 Utility Cash Clearing</u>	0	8/18		
Total 303114.01:						61.11	.00					
1923	UTILITY REFUND #5	303120.01		<u>HUBBLE HOMES, 2168 N GREENVILLE AVE - UTILITY REFUND</u>	08/22/2018	56.44	.00	<u>99-1075 Utility Cash Clearing</u>	0	8/18		
Total 303120.01:						56.44	.00					
1923	UTILITY REFUND #5	310150.02		<u>BRYAN RUSHING, 9338 S UPDALE AVE - UTILITY REFUND</u>	08/20/2018	5.83	.00	<u>99-1075 Utility Cash Clearing</u>	0	8/18		
Total 310150.02:						5.83	.00					
1923	UTILITY REFUND #5	310223.01A		<u>TOLL BROS, 9513 S UPDALE AVE - UTILITY REFUND</u>	08/24/2018	48.32	.00	<u>99-1075 Utility Cash Clearing</u>	0	8/18		
Total 310223.01A:						48.32	.00					
1923	UTILITY REFUND #5	310302.01A		<u>TOLL BROS, 1023 W SAGWON DR - UTILITY REFUND</u>	08/24/2018	48.32	.00	<u>99-1075 Utility Cash Clearing</u>	0	8/18		
Total 310302.01A:						48.32	.00					
1923	UTILITY REFUND #5	310312.01A		<u>TOLL BROS, 9352 S FIDALGO AVE - UTILITY REFUND</u>	08/24/2018	48.32	.00	<u>99-1075 Utility Cash Clearing</u>	0	8/18		
Total 310312.01A:						48.32	.00					
1923	UTILITY REFUND #5	310327.01		<u>TOLL BROS INC, 9275 S ORENBURG AVE - UTILITY REFUND</u>	08/22/2018	61.12	.00	<u>99-1075 Utility Cash Clearing</u>	0	8/18		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 310327.01:						61.12	.00					
1923	UTILITY REFUND #5	310350.01A		<u>TOLL BROS. 9343 S FIDALGO AVE - UTILITY REFUND</u>	08/24/2018	48.32	.00	99-1075 Utility Cash Clearing	0	8/18		
Total 310350.01A:						48.32	.00					
1923	UTILITY REFUND #5	40420.01A		<u>HOMES OF IDAHO. 605 N MARTEESON AVE - UTILITY REFUND</u>	08/29/2018	5.32	.00	99-1075 Utility Cash Clearing	0	8/18		
Total 40420.01A:						5.32	.00					
1923	UTILITY REFUND #5	50320.01A		<u>TIMOTHY HONEY. 601 N LINDER AVE - UTILITY REFUND</u>	08/24/2018	103.48	.00	99-1075 Utility Cash Clearing	0	8/18		
Total 50320.01A:						103.48	.00					
1923	UTILITY REFUND #5	80893.01		<u>STEPHEN C NICOLAYSEN. 985 N MERIDIAN RD - METERED IRRIGATION - UTILITY REFUND</u>	08/16/2018	1,298.37	.00	99-1075 Utility Cash Clearing	0	8/18		
Total 80893.01:						1,298.37	.00					
Total UTILITY REFUND #5:						3,306.72	.00					
WESTERN BUILDING MAINTENANCE, INC.												
1499	WESTERN BUILDING MAINTENANCE, INC.	0109250-IN		<u>JANITORIAL SERVICES FOR JUNE AT CITY HALL. JUN.'18 - ADMIN</u>	06/26/2018	120.40	.00	01-6025 JANITORIAL	0	6/18		
1499	WESTERN BUILDING MAINTENANCE, INC.	0109250-IN		<u>JANITORIAL SERVICES FOR JUNE AT CITY HALL. JUN.'18 - P & Z</u>	06/26/2018	43.00	.00	01-6025 JANITORIAL	1003	6/18		
1499	WESTERN BUILDING MAINTENANCE, INC.	0109250-IN		<u>JANITORIAL SERVICES FOR JUNE AT CITY HALL. JUN.'18 - WATER</u>	06/26/2018	111.80	.00	20-6025 JANITORIAL	0	6/18		

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1499	WESTERN BUILDING MAINTENANCE, INC.	0109250-IN		<u>JANITORIAL SERVICES FOR JUNE AT CITY HALL, JUN.'18 - SEWER</u>	06/26/2018	111.80	.00	<u>21-6025 JANITORIAL</u>	0	6/18		
1499	WESTERN BUILDING MAINTENANCE, INC.	0109250-IN		<u>JANITORIAL SERVICES FOR JUNE AT CITY HALL, JUN.'18 - P.I</u>	06/26/2018	43.00	.00	<u>25-6025 JANITORIAL</u>	0	6/18		
Total 0109250-IN:						430.00	.00					
1499	WESTERN BUILDING MAINTENANCE, INC.	0109251-IN		<u>JANITORIAL SERVICES FOR JUNE AT TREATMENT PLANT, JUN.'18 - WATER</u>	06/26/2018	31.50	.00	<u>20-6025 JANITORIAL</u>	0	6/18		
1499	WESTERN BUILDING MAINTENANCE, INC.	0109251-IN		<u>JANITORIAL SERVICES FOR JUNE AT TREATMENT PLANT, JUN.'18 - SEWER</u>	06/26/2018	31.50	.00	<u>21-6025 JANITORIAL</u>	0	6/18		
1499	WESTERN BUILDING MAINTENANCE, INC.	0109251-IN		<u>JANITORIAL SERVICES FOR JUNE AT TREATMENT PLANT, JUN.'18 - P.I</u>	06/26/2018	12.00	.00	<u>25-6025 JANITORIAL</u>	0	6/18		
Total 0109251-IN:						75.00	.00					
1499	WESTERN BUILDING MAINTENANCE, INC.	0110222-IN		<u>JANITORIAL SERVICES FOR JULY AT CITY HALL, JUL.'18 - ADMIN</u>	07/25/2018	120.40	.00	<u>01-6025 JANITORIAL</u>	0	7/18		
1499	WESTERN BUILDING MAINTENANCE, INC.	0110222-IN		<u>JANITORIAL SERVICES FOR JULY AT CITY HALL, JUL.'18 - P & Z</u>	07/25/2018	43.00	.00	<u>01-6025 JANITORIAL</u>	1003	7/18		
1499	WESTERN BUILDING MAINTENANCE, INC.	0110222-IN		<u>JANITORIAL SERVICES FOR JULY AT CITY HALL, JUL.'18 - WATER</u>	07/25/2018	111.80	.00	<u>20-6025 JANITORIAL</u>	0	7/18		
1499	WESTERN BUILDING MAINTENANCE, INC.	0110222-IN		<u>JANITORIAL SERVICES FOR JULY AT CITY HALL, JUL.'18 - SEWER</u>	07/25/2018	111.80	.00	<u>21-6025 JANITORIAL</u>	0	7/18		
1499	WESTERN BUILDING MAINTENANCE, INC.	0110222-IN		<u>JANITORIAL SERVICES FOR JULY AT CITY HALL, JUL.'18 - P.I</u>	07/25/2018	43.00	.00	<u>25-6025 JANITORIAL</u>	0	7/18		

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 0110222-IN:						430.00	.00					
1499	WESTERN BUILDING MAINTENANCE, INC.	0110223-IN		<u>JANITORIAL SERVICES FOR JULY AT TREATMENT PLANT, JUL.'18 - WATER</u>	07/25/2018	31.50	.00	<u>20-6025 JANITORIAL</u>	0	7/18		
1499	WESTERN BUILDING MAINTENANCE, INC.	0110223-IN		<u>JANITORIAL SERVICES FOR JULY AT TREATMENT PLANT, JUL.'18 - SEWER</u>	07/25/2018	31.50	.00	<u>21-6025 JANITORIAL</u>	0	7/18		
1499	WESTERN BUILDING MAINTENANCE, INC.	0110223-IN		<u>JANITORIAL SERVICES FOR JULY AT TREATMENT PLANT, JUL.'18 - P.I</u>	07/25/2018	12.00	.00	<u>25-6025 JANITORIAL</u>	0	7/18		
Total 0110223-IN:						75.00	.00					
1499	WESTERN BUILDING MAINTENANCE, INC.	0110645-IN		<u>FLOOR WORK AT THE TREATMENT PLANT, AUG.'18</u>	08/15/2018	60.00	.00	<u>20-6025 JANITORIAL</u>	0	8/18		
1499	WESTERN BUILDING MAINTENANCE, INC.	0110645-IN		<u>FLOOR WORK AT THE TREATMENT PLANT, AUG.'18</u>	08/15/2018	75.00	.00	<u>21-6025 JANITORIAL</u>	0	8/18		
1499	WESTERN BUILDING MAINTENANCE, INC.	0110645-IN		<u>FLOOR WORK AT THE TREATMENT PLANT, AUG.'18</u>	08/15/2018	15.00	.00	<u>25-6025 JANITORIAL</u>	0	8/18		
Total 0110645-IN:						150.00	.00					
1499	WESTERN BUILDING MAINTENANCE, INC.	0110792-IN		<u>MONTHLY JANITORIAL SERVICES FOR CITY HALL, AUGUST 2018 - ADMIN</u>	08/24/2018	120.40	.00	<u>01-6025 JANITORIAL</u>	0	8/18		
1499	WESTERN BUILDING MAINTENANCE, INC.	0110792-IN		<u>MONTHLY JANITORIAL SERVICES FOR CITY HALL, AUGUST 2018 - P & Z</u>	08/24/2018	43.00	.00	<u>01-6025 JANITORIAL</u>	1003	8/18		
1499	WESTERN BUILDING MAINTENANCE, INC.	0110792-IN		<u>MONTHLY JANITORIAL SERVICES FOR CITY HALL, AUGUST 2018 - WATER</u>	08/24/2018	111.80	.00	<u>20-6025 JANITORIAL</u>	0	8/18		
1499	WESTERN BUILDING MAINTENANCE, INC.	0110792-IN		<u>MONTHLY JANITORIAL SERVICES FOR CITY HALL, AUGUST 2018 - SEWER</u>	08/24/2018	111.80	.00	<u>21-6025 JANITORIAL</u>	0	8/18		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1499	WESTERN BUILDING MAINTENANCE, INC.	0110792-IN		<u>MONTHLY JANITORIAL SERVICES FOR CITY HALL, AUGUST 2018 - P.I</u>	08/24/2018	43.00	.00	<u>25-6025 JANITORIAL</u>	0	8/18		
Total 0110792-IN:						430.00	.00					
1499	WESTERN BUILDING MAINTENANCE, INC.	0110793-IN		<u>MONTHLY JANITORIAL SERVICES FOR THE TREATMENT PLANT, AUGUST 2018 - WATER</u>	08/24/2018	31.50	.00	<u>20-6025 JANITORIAL</u>	0	8/18		
1499	WESTERN BUILDING MAINTENANCE, INC.	0110793-IN		<u>MONTHLY JANITORIAL SERVICES FOR THE TREATMENT PLANT, AUGUST 2018 - SEWER</u>	08/24/2018	31.50	.00	<u>21-6025 JANITORIAL</u>	0	8/18		
1499	WESTERN BUILDING MAINTENANCE, INC.	0110793-IN		<u>MONTHLY JANITORIAL SERVICES FOR THE TREATMENT PLANT, AUGUST 2018 - P.I</u>	08/24/2018	12.00	.00	<u>25-6025 JANITORIAL</u>	0	8/18		
Total 0110793-IN:						75.00	.00					
Total WESTERN BUILDING MAINTENANCE, INC.:						1,665.00	.00					
Grand Totals:						298,134.57	90,352.43					

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Dated: _____

Mayor: _____

City Council: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.



CITY OF KUNA

P.O. BOX 13

KUNA, ID 83634

www.kunacity.id.gov

Phone: (208) 577-8794

Email: bbachman@kunaid.gov

Bob Bachman, BOC 1, IBC
Public Works Director
City of Kuna

MEMORANDUM

To: Accounts Payable

From: Bob Bachman
Public Works Director

RE: Patagonia Development Reimbursement Payment
PO Box 344
Meridian, ID 83680
Patagonia No. 1 Water Trunk Project

Date: August 30, 2018

Please prepare a reimbursement payment as follows:

To: PATAGONIA DEVELOPMENT, LLC
Re: WATER TRUNK PROJECT REIMBURSEMENT AGREEMENT
Amount: \$61,723.37
Account: 05-6305

This reimbursement includes all eligible payments through August 30, 2018. Payment history is shown below for reference:

REIMBURSEMENT ACTIVITY

ITEM	DATE	REIMBURSEMENT	
		PAID	BALANCE
Initial total eligible reimbursement	9/6/2016	\$0.00	\$149,008.74
Reimbursement	9/1/2017	\$87,285.37	\$61,723.37
Reimbursement	9/1/2018	\$61,723.37	\$0.00

**RESOLUTION NO. R55-2018
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE CITY TREASURER TO PAY PATAGONIA DEVELOPMENT, LLC THE AMOUNT OF \$61,723.37 FOR REIMBURSEMENT PURSUANT TO THE TERMS OF THE WATER TRUNK REIMBURSEMENT AGREEMENT.

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

Section 1. The City of Kuna, Idaho and the Developer entered into a reimbursement agreement, as approved by the City Council pursuant to resolution R56-2016 dated September 6, 2016.

Section 2. The amount due to Patagonia Development, LLC, as calculated pursuant to the terms of the reimbursement agreement is \$61,723.37, as attached hereto as **EXHIBIT A**, and therefore the City of Kuna, Idaho's Treasurer is authorized to pay Patagonia Development, LLC the sum of \$61,723.37.

PASSED BY THE COUNCIL of Kuna, Idaho this 4th day of September 2018.

APPROVED BY THE MAYOR of Kuna, Idaho this 4th day of September 2018.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

RESOLUTION NO. R56-2016

RESOLUTION AUTHORIZING EXECUTION OF A REIMBURSEMENT AGREEMENT IN THE AMOUNT OF \$149,008.74 WITH PATAGONIA DEVELOPMENT, LLC.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Mayor and Clerk of said city are hereby authorized to execute that certain Agreement titled "Reimbursement Agreement – Patagonia No. 1 Water Trunk Project" regarding cost recovery for construction of water facilities related to said project and in the amount of one hundred forty-nine thousand eight dollars and seventy-four cents (\$149,008.74); by and between said city and PATAGONIA DEVELOPMENT, LLC; upon completion of all punch list items; which Agreement is attached hereto, and made a part hereof, as if set forth in full.

PASSED BY THE COUNCIL of Kuna this 6th day of September, 2016.

APPROVED BY THE MAYOR of Kuna this 6th day of September, 2016.



Joe L. Stear, Mayor

ATTEST:



Chris Engels, City Clerk



REIMBURSEMENT AGREEMENT

Patagonia No. 1 Water Trunk Project

THIS AGREEMENT made this ____ day of _____ 2016, by and between the CITY OF KUNA, a municipal corporation, hereinafter called CITY, and PATAGONIA DEVELOPMENT, LLC, hereinafter called DEVELOPER:

WITNESSETH:

WHEREAS, CITY has prepared, adopted and updated a Kuna Water System Master Plan to guide the sizing, elevation and location of water system facility extensions; and

WHEREAS, on January 21, 2014 CITY adopted Resolution Number R08-2014 outlining the Water Facilities Reimbursement Policy for Water facilities construction conforming to the Kuna Water System Master Plan; and

WHEREAS, in implementing the updated Kuna Water System Master Plan, it is the further declared policy of CITY to extend the Kuna City Water System to areas inside the corporate limits of CITY not now served by a water system, subject to the owner of property in such areas being bound by and complying with all ordinances of CITY and all rules and regulations promulgated by CITY now in effect or hereinafter to be enacted; and

WHEREAS, DEVELOPER did construct a water system to the property known as, Patagonia Subdivision No. 1 Project, as shown on Exhibit "A," and has requested reimbursement for certain portions of the water system; and

WHEREAS, the constructed facilities are now included as a component of the CITY system and are now utilized by said CITY for their intended purpose; and

WHEREAS, CITY upon recommendation of the City Engineer, accepts and approves the proposal of DEVELOPER for reimbursement, subject to all the conditions hereinafter provided by this Agreement.

NOW THEREFORE, in consideration of the foregoing premises, it is agreed:

A. Preparation of Plans. DEVELOPER did cause to be prepared plans and specifications, drawings, instructions, bid proposal and all other contract documents for the construction and installation of the water system, shown on Exhibit "A," including rights-of-way, grades and elevation, and materials to be used in the construction and installation of said water system.

B. Construction of Sewer System.

(1) DEVELOPER did install, construct and erect the water system and appurtenances as shown on Exhibit "A," subject to the conditions hereinafter provided.

(2) DEVELOPER did provide all engineering and surveying and contract administration for the construction of the water system described on Exhibit "A."

(3) DEVELOPER did satisfactorily complete the project in conformance with approved plans and did provide evidence bills of the general contractor and engineer have been paid.

C. Reimbursement to DEVELOPER. In recognition of the fact that DEVELOPER did install, construct and erect a water system as shown on Exhibit "A" for the amounts shown in Exhibit "C", CITY shall reimburse to DEVELOPER, as directed in Paragraph M herein, up to one hundred forty-nine thousand eight dollars and seventy-four cents (\$149,008.74). Reimbursement shall be provided from the funds and in the manner described in the City of Kuna Water Facilities Reimbursement Policy attached hereto as Exhibit "B".

D. Audit Period. CITY will make an audit of this agreement on an annual basis in conformance with the Reimbursement Policy of said CITY, and refund applicable fees collected during the audit period.

E. Term of Agreement. The audit and payment of reimbursement shall be for a period not to exceed ten (10) annual payments in conformance with the Reimbursement Policy of said CITY or until such time as reimbursement has been fully paid, whichever comes first.

F. Cost of Water Lines on DEVELOPER'S Property. All costs and expenses, including the construction, engineering, advertising, clerical, legal and licenses and permits which were required for the construction and installation of the water system upon and within DEVELOPER'S property not eligible for reimbursement as defined in the Reimbursement Policy, shall be at DEVELOPER'S sole expense.

G. Compliance with Laws. Upon connection to water, DEVELOPER agrees to abide by all applicable Kuna City laws, rules and regulations pertaining to water systems.

H. Indemnification and Insurance. DEVELOPER shall indemnify and save and hold harmless CITY from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by DEVELOPER related to the design, construction and otherwise providing of the facilities described in paragraphs B.1, B.2 and B.3, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of CITY or its employees.

I. No Assignment. DEVELOPER shall not assign any portion of this Agreement or any privilege hereunder, either voluntarily or involuntarily, without the prior written consent of CITY, which consent shall not be unreasonably withheld.

J. Definition of DEVELOPER'S Property. The term "DEVELOPER'S PROPERTY" in this Agreement shall mean the parcels described on Exhibit "A" attached hereto.

K. Representations.

(1) DEVELOPER, as defined above, represents that it is the only bona fide claimant to the reimbursements referenced in this agreement. Further, DEVELOPER represents it will indemnify CITY from all other claims as outlined in Paragraph H above.

(2) DEVELOPER, as defined above, represents that the General Contractor(s) for the construction of facilities described in Exhibit "A" have been fully paid. Further, DEVELOPER represents it will indemnify CITY from all claims of General Contractor(s) as outlined in Paragraph H above.

(3) DEVELOPER, as defined above, represents that in constructing and installing the water system referenced in this Agreement, it has complied with all laws, orders and regulations of Federal, State and Municipal authorities and has all licenses or permits which are required for the construction and installation of said system.

L. Binding Effect. The terms and conditions of this Agreement shall be binding upon all of DEVELOPER'S assigns, or successors in interest to this Agreement.

M. Payments under terms of this agreement are to be made and addressed to: Patagonia Development, LLC; c/o Westpark Company, Inc.; P.O. Box 344; Meridian, Idaho 83680.

IN WITNESS WHEREOF, the parties shall cause this Agreement to be executed by their duly authorized officers, members and/or partners the day and year first above written.

CITY OF KUNA

[Signature]
MAYOR

ATTEST:

[Signature]
CITY CLERK

PATAGONIA DEVELOPMENT, LLC

[Signature]
Greg Johnson



STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 29th day of August, 2016, before me, a notary public in and for said state, personally appeared Greta Johnson known to be to be the President of PGM Corp Manager, and the person who subscribed said name to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Amber Huber
Notary Public for Idaho
Residing at Kuna, Idaho
My commission expires: 6/9/21

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 6th day of September, 2016, before me, the undersigned, personally appeared JOE L. STEAR and Chris Engels Mayor and City Clerk respectively of KUNA CITY, a municipal corporation, known to be to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Ariana Welker
Notary Public for Idaho
Residing at Ada County, Idaho
My commission expires: July 7, 2022

EXHIBIT "A"



S Meridian Rd

W Hubbard Rd

E Hubbard Rd

Mason Creek Feeder

PATAGONIA
PHASE 1

LEGEND

-  2,558' - 12" WATER MAIN - OFF-SITE
-  1,691' - 12" WATER MAIN - ON-SITE
-  KUNA ROADS
-  PATAGONIA
-  CANAL

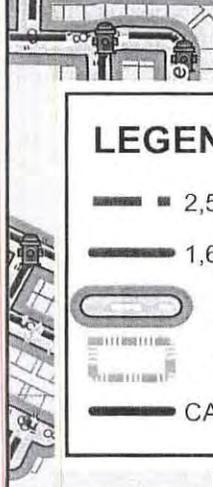


EXHIBIT "B"

RESOLUTION NO. _____

**CITY OF KUNA
CITY POTABLE WATER FACILITIES REIMBURSEMENT POLICY - 2014****PURPOSE**

A resolution of the City of Kuna setting forth a reimbursement policy that provides real property owners, developers, and/or the City of Kuna, hereinafter referred to as Sponsoring Developers, a mechanism to seek reimbursement for eligible potable water facilities that exceed the Sponsoring Developer's sewer facilities requirements as provided below. When a Sponsoring Developer, at its own expense and in conformance with the City Water System Master Plan or at the direction of the City, constructs an extension or expansion of the existing potable water system determined by the City to be larger than needed to serve Sponsoring Developer's project, the Sponsoring Developer may be reimbursed to the extent allowed in this policy by entering into a reimbursement agreement with the City. Reimbursement will be for eligible costs of the potable water facilities as described below.

City Water Pipelines are classified as follows:

1. Master Plan Trunk Line (Street Frontage) – A 12-inch diameter, or larger, main line identified in the Master Plan to be part of the major distribution grid and located in or adjacent to the street right-of-way fronting Sponsoring Developer's property. In this policy, frontage lines are treated as on-site lines.
2. Master Plan Trunk Line (On-site) – A 12-inch diameter, or larger, main line identified in the Master Plan to be part of the major distribution grid and located within the Sponsoring Developer's property but not in or adjacent to the street right-of-way fronting Sponsoring Developer's property.
3. Master Plan Trunk Line (Off-site) – An 12-inch diameter, or larger, main line identified in the Master Plan to be part of the major distribution grid and not located on-site or in the street frontage or adjacent to the street right-of-way fronting Sponsoring Developer's property.
4. Non-Master Plan Line (Off-site) – A main line not identified in the Master Plan to be part of the major distribution grid and not located on-site or in the street frontage or adjacent to the street right-of-way fronting Sponsoring Developer's property.
5. Distribution Line (On-site) - A main line not identified in the Master Plan to be part of the major distribution grid, located on-site of the Sponsoring Developer's

property, and whose principal purpose is to deliver water to the various points of service within the Sponsoring Developer's property.

6. Stub Line (On-site) - A main line located on-site of the Sponsoring Developer's property, connected to any of the main lines on-site and extending to the property boundary, beyond the last point of delivery for the Sponsoring Developer's property, and whose principal purpose is to deliver water to neighboring properties. A stub line is generally constructed at the direction of the City, is generally 8 inches in diameter or smaller and is not a frontage line or Master Plan line.

A Sponsoring Developer's project may be eligible or ineligible for reimbursement according to criteria outlined herein. For instance, a line constructed larger than needed at Sponsoring Developer's discretion and not at the direction of the City is not eligible for reimbursement.

Each project or development is presumed to benefit from the work of earlier Sponsoring Developers and to have, as a condition for receiving benefit from the existing city potable water system, a "reasonable duty" to add to, enhance, oversize or extend the existing system within certain limits. This "reasonable duty" is not reimbursable. The construction of on-site or off-site facilities beyond this "reasonable duty" is presumed to be eligible for reimbursement to the extent allowed in this policy and as approved by the City.

"Reasonable duty" includes expenses incurred by the Sponsoring Developer from examples that follow:

1. Payment of Connection Fees: Connection fees are remitted at the time of building permit issuance, or in other circumstances, at the time of connection to the system as defined in city resolutions.
2. Master Plan Trunk Line (On-Site): Construct the diameter specified in the Master Plan, or the nominal diameter needed in reference to Sponsoring Developer's peak demand, whichever is larger. The Sponsoring Developer's "reasonable duty" for trunk line construction is the length of trunk line needed per development acre, as defined herein.
3. Master Plan Trunk Line (Off-site): Construct the diameter specified in the Master Plan, or the nominal diameter needed in reference to Sponsoring Developer's peak demand, whichever is larger. The Sponsoring Developer's "reasonable duty" for off-site trunk line construction is the trunk line needed per development acre less the length of trunk line on-site, but not less than zero.
4. Non-Master Plan Line (Off-site): Construct the line with a diameter of 8 inches, or the nominal diameter needed in reference to Sponsoring Developer's peak demand, whichever is larger, and which is Sponsoring Developer's "reasonable

duty". If the City directs that an off-site non-master plan main line be replaced with a trunk line, it will be treated as an off-site Master Plan Trunk Line for reimbursement purposes.

5. Distribution Line (On-site): Construct the line with a diameter of 6 or 8 inches as directed by the City, or the nominal diameter needed in reference to Sponsoring Developer's peak demand, whichever is larger, and which is Sponsoring Developer's "reasonable duty".
6. Stub Line (On-site): Construct the line with a diameter up to 8 inches as directed by the City, and which is Sponsoring Developer's "reasonable duty".

DEFINITIONS

1. Line Capacity: The water carrying capacity of a pipeline for purposes of this policy is based on pressure drop of 0.0037 psi per foot of line.
2. Nominal Diameter Needed: In terms relevant to this policy, the standard pipe diameter (6", 8", 10", 12" and larger) with sufficient transmission capacity to carry the designated peak demand.
3. Peak Demand: In terms relevant to this policy, the Peak Demand is assumed to be the Peak Hour Demand, inclusive of fire flow demands.
4. Property: For purposes of determining whether over-sized lines are on-site, off-site or lie in the frontage and for computing the nominal diameter needed, "Property" of Sponsoring Developer shall include the present project, future phases of the project, and other properties in the vicinity of the over-sized line in which the Sponsoring Developer or his partners, has a property interest. However, once the "trunk line needed" component of the "reasonable duty" has been satisfied for a parcel, it is not imposed again for subsequent cost recovery agreements.
5. Property in the Vicinity: Property adjacent or in the same quarter section as the over-sized pipe line, or in the case of over-sized pipe lines fronting section or quarter-section lines, property in the quarter sections on each side, is considered "in the vicinity". In most instances the City will require that trunk lines are located along section and quarter-section lines as contemplated in the City Master Plan.
6. Trunk Line Needed: Based on characteristics of development in Kuna; relying on the ½ mile trunk line grid in the Master Plan; adding for undeveloped land, waste land and other unconnected properties; adding for parks, common areas and other public properties and deducting for connection fees paid in equivalent feet; it requires an average of 33 lineal feet of trunk line to serve each acre of the remaining connected property.

7. Trunk Line Needed-Amended: For projects also connecting to pressure irrigation and/or sewer, but which do not construct sufficient trunk line in the other facilities to satisfy the “trunk line needed” obligation in those other facilities, shall have the un-satisfied obligation in the other facilities, factored for relative cost, added to the “trunk line needed” obligation for the potable water system.

CONSTRUCTED POTABLE WATER FACILITIES ELIGIBLE FOR REIMBURSEMENT

For potable water facilities to be considered eligible for any reimbursement from the City, the potable water facilities must meet at least one of the following conditions:

1. Off-Site Lines: A potable water main extension that lies off-site the Sponsoring Developer’s property and is beyond the “reasonable duty” of Sponsoring Developer’s project; or
2. On-Site Lines: A potable water main extension that lies within the Sponsoring Developer’s property (on-site), is beyond the “reasonable duty” of Sponsoring Developer’s project; or
3. Off-Site Easements: Off-site easements required for construction of the above described eligible off-site potable water facilities; or
4. Off-Site Engineering: Engineering services for off-site eligible potable water facilities up to a maximum of 7 percent (7%) of the construction cost of said potable water facilities; or
5. Supply Facilities: Any new potable water supply facilities, as distinguished from transmission facilities, whether completely new facilities or facility upgrades. The facility’s costs may include wells, pumps and controls, standby power, storage tanks, booster station, SCADA controls and any other potable water supply facilities approved by the City. Potable water supply facilities will be reimbursed from the potable water Supply portion of Connection Fees using similar distribution methodology described herein; or
6. City Construction: When the City constructs extensions or replacements of potable water lines of any diameter using City funds, the City constructed potable water facilities will be eligible for reimbursement to the City as a Sponsoring Developer and in the manner noted herein.

REIMBURSEMENT CONDITIONS

To be eligible for reimbursement, the Sponsoring Developer must, unless otherwise approved by the City, do the following:

1. Sponsoring Developer’s project must be annexed into the City; and

2. Design the potable water facilities in accordance with the City's potable water master plan; and
3. Receive at least three bids for the potable water construction and select the lowest responsive bid, unless otherwise approved by the City; and
4. Receive preliminary plat, special use permit or building permit approval from or complete a municipal service agreement with the City for the development being served by the potable water facilities; and
5. Construct the potable water facilities in accordance with the City approved plans and specifications including all lines and diameters directed by the City; and
6. Lawfully dedicate the potable water system facilities and any necessary easements to the City.

AMOUNT OF REIMBURSEMENT

1. *Off-Site Potable Water Facilities:* The amount of Eligible Reimbursement available to the Sponsoring Developer for eligible off-site potable water extensions beyond the "reasonable duty" shall be based upon a proportional amount of the costs to design and construct the facility computed from the ratio of the capacity of the nominal diameter needed by the Sponsoring Developer's project to 75% of the capacity of the diameter provided.
2. *On-Site Potable Water Facilities:* The amount of Eligible Reimbursement available to the Sponsoring Developer for eligible on-site potable water pipelines beyond the size of the "reasonable duty", shall be based upon an amount computed as the difference between the cost to design and construct the pipe size of the "reasonable duty" and the cost to design and construct the pipe size provided.
3. *Interest Adjustment:* The Sponsoring Developer's eligible reimbursement amount, as determined by the items 1 through 2 above, may be increased by the amount of interest that would be accrued using 4% interest on a linear declining balance over a 10 year period.

FINANCING POTABLE WATER FACILITIES

The City will generate revenue for financing water facilities reimbursement agreements by assessing each equivalent dwelling unit (EDU) a Water Main Line Fee (WMLF) at or before issuance of a building permit. The amount of this WMLF will be established by City Council resolution. The City will review the WMLF amount each year and may make adjustments annually as deemed necessary to cover water main line reimbursement costs

REIMBURSEMENT AGREEMENTS AND METHODS OF REIMBURSEMENT

1. A reimbursement agreement entered into between the City and the sponsoring Developer is a requirement for receiving reimbursement and shall provide the Sponsoring Developers the opportunity to receive a maximum of ten (10) consecutive annual reimbursement payments. The Reimbursement Agreement shall be entered into within one hundred eighty (180) days after completion of the project.
2. City sponsored extensions and expansions are presumed to exclusively benefit existing and future users and the public in general. As a Sponsoring Developer, the City is not required to enter into an agreement with itself, is not limited in number of annual payments and the costs of its projects are fully reimbursable and not subject to reductions in reimbursement by proportional usage or the "reasonable duty" defined herein. The City is subject, in its annual reimbursements, to the annual distribution percentages defined herein.
3. No reimbursement agreement shall reimburse Sponsoring Developers for construction costs that exceed the eligible reimbursement amount.
4. The City will retain 10% of the collected WMLF for administration and developer support. This 10% fee will not reduce the Sponsoring Developer's eligible reimbursement dollar amount, only the amount of funds available each year for reimbursement to the Sponsoring Developer(s).
5. The Reimbursement Agreement will terminate when the sooner of either occurs: the Sponsoring Developer has been fully reimbursed the agreed upon reimbursement amount at or prior to the end of the term of the agreement or the City has tendered the tenth (10th) annual payment whether or not the eligible reimbursement amount is paid in full. In no event shall the Reimbursement Agreement be extended beyond the initial term.
6. The City will collect WMLF from all entities that connect to and utilize the City's water facilities in conformance with adopted city policies. The portion of the WMLF dedicated for reimbursement to Sponsoring Developers shall be reimbursed annually less the retained ten percent (10%) administration cost. Reimbursement payments, therefore, will be made on an annual basis only up to the amount of the WMLF collected for water reimbursement and, in the proportions as defined below, to each Sponsoring Developer.
7. The portion of the WMLF dedicated for reimbursement that is collected annually will be reimbursed and distributed to Sponsoring Developers annually, based on the percent of each Sponsoring Developer's initial Total Eligible Reimbursement amount compared to the combined initial Total Eligible Reimbursement amounts of all Developer Sponsored Eligible Facilities for that reimbursement year. The

Sponsoring Developer's initial Total Eligible Reimbursement will not vary from year-to-year until retired but the Sponsoring Developer's percentage will vary as the combined initial Total Eligible Reimbursement amounts change from year-to-year.

Reimbursements will only be distributed for ten (10) annual payments after final acceptance of the Eligible Facility. Depending on the WMLF collected within the ten-year period, the Total Eligible Cost may or may not be reimbursed. Also, reimbursement to each Sponsoring Developer will not exceed his/her Total Eligible Reimbursement amount. Eligible Facilities completed on or before August 31st will first become eligible for the first payment of reimbursement funds on September 1st the following year.

8. If in any year a Sponsoring Developer's claim is satisfied with a partial payment, the dedicated portion of the WMLF for that year shall be reduced by the partial payment and the remainder shall be distributed to the remaining Sponsoring Developers without further consideration of the satisfied claim.

Adopted by the City of Kuna this 21st day of January, 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda Bingham, City Clerk

EXHIBIT "C"
PATAGONIA WATER COST RECOVERY SUMMARY

Water-Onsite & Offsite Oversized		
Total Recoverable Project Cost	\$	122,138.31
Interest (4%)	\$	26,870.43
TOTAL COST	\$	149,008.74

EXHIBIT "C"

REASONABLE DUTY - RECOVERY PERCENTAGE

REASONABLE DUTY

Acreage in Phase 1	15.4 acres
Acreage in Later Phases (Not Applicable)	0 acres
Interceptor Line Needed per Acre	33 LF
Reasonable Duty	508 LF
Interceptor Line Constructed	1691 LF
Net Length Reimbursible	1183 LF

OFFSITE RECOVERY PERCENTAGE

Line Size Required	8 inch
Line Size Provided	12 inch
Recovery Percentage per Policy	40.74 %

$$p = (1 - (D_1/D_2)^2) / .75 * 100$$



CITY OF KUNA

P.O. BOX 13

KUNA, ID 83634

www.kunacity.id.gov

Phone: (208) 577-8794

Email: bbachman@kunaid.gov

Bob Bachman, BOC 1, IBC
Public Works Director
City of Kuna

MEMORANDUM

To: Accounts Payable

From: Bob Bachman
Public Works Director

RE: Patagonia Development Reimbursement Payment
PO Box 344
Meridian, ID 83680
Patagonia No. 1 Sewer Trunk Project

Date: August 30, 2018

Please prepare a reimbursement payment as follows:

To: PATAGONIA DEVELOPMENT, LLC
Re: SEWER TRUNK PROJECT REIMBURSEMENT AGREEMENT
Amount: \$15,698.32
Account: 05-6306

This reimbursement includes all eligible payments through August 30, 2018. Payment history is shown below for reference:

REIMBURSEMENT ACTIVITY

ITEM	DATE	REIMBURSEMENT	
		PAID	BALANCE
Initial total eligible reimbursement	9/6/2016	\$0.00	\$24,014.11
Reimbursement	9/1/2017	\$8,315.79	\$15,698.32
Reimbursement	9/1/2018	\$15,698.32	\$0.00

**RESOLUTION NO. R56-2018
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE CITY TREASURER TO PAY PATAGONIA DEVELOPMENT, LLC. THE AMOUNT OF \$15,698.32 FOR REIMBURSEMENT PURSUANT TO THE TERMS OF THE SEWER TRUNK REIMBURSEMENT AGREEMENT.

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

Section 1. The City of Kuna, Idaho and the Developer entered into a reimbursement agreement, as approved by the City Council pursuant to resolution R57-2016 dated September 6, 2016.

Section 2. The amount due to Patagonia Development, LLC, as calculated pursuant to the terms of the reimbursement agreement is \$15,698.32 as attached hereto as **EXHIBIT A**, and therefore the City of Kuna, Idaho's Treasurer is authorized to pay Patagonia Development, LLC. the sum of \$15,698.32.

PASSED BY THE COUNCIL of Kuna, Idaho this 4th day of September, 2018.

APPROVED BY THE MAYOR of Kuna, Idaho this 4th day of September, 2018.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

RESOLUTION NO. R57-2016

RESOLUTION AUTHORIZING EXECUTION OF A REIMBURSEMENT AGREEMENT IN THE AMOUNT OF \$24,014.11 WITH PATAGONIA DEVELOPMENT, LLC.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Mayor and Clerk of said city are hereby authorized to execute that certain Agreement titled "Reimbursement Agreement – Patagonia No. 1 Sewer Trunk Project" regarding cost recovery for construction of sewer facilities related to said project and in the amount of twenty-four thousand fourteen dollars and eleven cents (\$24,014.11); by and between said city and PATAGONIA DEVELOPMENT, LLC, which Agreement is attached hereto, and made a part hereof, as if set forth in full.

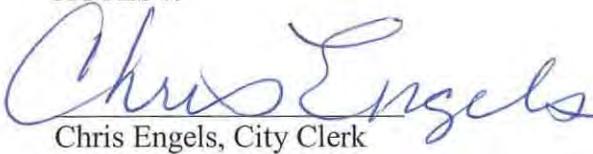
PASSED BY THE COUNCIL of Kuna this 6th day of September, 2016.

APPROVED BY THE MAYOR of Kuna this 6th day of September, 2016.



Joe L. Stear, Mayor

ATTEST:


Chris Engels, City Clerk

REIMBURSEMENT AGREEMENT

Patagonia No. 1 Sewer Trunk Project

THIS AGREEMENT made this ____ day of _____ 2016, by and between the CITY OF KUNA, a municipal corporation, hereinafter called CITY, and PATAGONIA DEVELOPMENT, LLC, hereinafter called DEVELOPER:

WITNESSETH:

WHEREAS, CITY has prepared, adopted and updated a Kuna Sewer System Master Plan to guide the sizing, elevation and location of sewer system facility extensions; and

WHEREAS, on January 21, 2014 CITY adopted Resolution Number R09-2014 outlining the Sewer Facilities Reimbursement Policy for sewer facilities construction conforming to the Kuna Sewer System Master Plan; and

WHEREAS, in implementing the updated Kuna Sewer System Master Plan, it is the further declared policy of CITY to extend the Kuna City Sewer System to areas inside the corporate limits of CITY not now served by a sewer system, subject to the owner of property in such areas being bound by and complying with all ordinances of CITY and all rules and regulations promulgated by CITY now in effect or hereinafter to be enacted; and

WHEREAS, DEVELOPER did construct a sewer system to the property known as, Patagonia Subdivision No. 1 Project, as shown on Exhibit "A," and has requested reimbursement for certain portions of the sewer system; and

WHEREAS, the constructed facilities are now included as a component of the CITY system and are now utilized by said CITY for their intended purpose; and

WHEREAS, CITY upon recommendation of the City Engineer, accepts and approves the proposal of DEVELOPER for reimbursement, subject to all the conditions hereinafter provided by this Agreement.

NOW THEREFORE, in consideration of the foregoing premises, it is agreed:

A. Preparation of Plans. DEVELOPER did cause to be prepared plans and specifications, drawings, instructions, bid proposal and all other contract documents for the construction and installation of the sewer system, shown on Exhibit "A," including rights-of-way, grades and elevation, and materials to be used in the construction and installation of said sewer system.

B. Construction of Sewer System.

(1) DEVELOPER did install, construct and erect the sewer system and appurtenances as shown on Exhibit "A," subject to the conditions hereinafter provided.

(2) DEVELOPER did provide all engineering and surveying and contract administration for the construction of the sewer system described on Exhibit "A."

(3) DEVELOPER did satisfactorily complete the project in conformance with approved plans and did provide evidence bills of the general contractor and engineer have been paid.

C. Reimbursement to DEVELOPER. In recognition of the fact that DEVELOPER did install, construct and erect a sewer system as shown on Exhibit "A" for the amounts shown in Exhibit "C", CITY shall reimburse to DEVELOPER, as directed in Paragraph M herein, up to twenty-four thousand fourteen dollars and eleven cents (\$24,014.11). Reimbursement shall be provided from the funds and in the manner described in the City of Kuna Sewer Facilities Reimbursement Policy attached hereto as Exhibit "B".

D. Audit Period. CITY will make an audit of this agreement on an annual basis in conformance with the Reimbursement Policy of said CITY, and refund applicable fees collected during the audit period.

E. Term of Agreement. The audit and payment of reimbursement shall be for a period not to exceed ten (10) annual payments in conformance with the Reimbursement Policy of said CITY or until such time as reimbursement has been fully paid, whichever comes first.

F. Cost of Sewer Lines on DEVELOPER'S Property. All costs and expenses, including the construction, engineering, advertising, clerical, legal and licenses and permits which were required for the construction and installation of the sewer system upon and within DEVELOPER'S property not eligible for reimbursement as defined in the Reimbursement Policy, shall be at DEVELOPER'S sole expense.

G. Compliance with Laws. Upon connection to sewer, DEVELOPER agrees to abide by all applicable Kuna City laws, rules and regulations pertaining to sewer systems.

H. Indemnification and Insurance. DEVELOPER shall indemnify and save and hold harmless CITY from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by DEVELOPER related to the design, construction and otherwise providing of the facilities described in paragraphs B.1, B.2 and B.3, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of CITY or its employees.

I. No Assignment. DEVELOPER shall not assign any portion of this Agreement or any privilege hereunder, either voluntarily or involuntarily, without the prior written consent of CITY, which consent shall not be unreasonably withheld.

J. Definition of DEVELOPER'S Property. The term "DEVELOPER'S PROPERTY" in this Agreement shall mean the parcels described on Exhibit "A" attached hereto.

K. Representations.

(1) DEVELOPER, as defined above, represents that it is the only bona fide claimant to the reimbursements referenced in this agreement. Further, DEVELOPER represents it will indemnify CITY from all other claims as outlined in Paragraph H above.

(2) DEVELOPER, as defined above, represents that the General Contractor(s) for the construction of facilities described in Exhibit "A" have been fully paid. Further, DEVELOPER represents it will indemnify CITY from all claims of General Contractor(s) as outlined in Paragraph H above.

(3) DEVELOPER, as defined above, represents that in constructing and installing the sewer system referenced in this Agreement, it has complied with all laws, orders and regulations of Federal, State and Municipal authorities and has all licenses or permits which are required for the construction and installation of said system.

L. Binding Effect. The terms and conditions of this Agreement shall be binding upon all of DEVELOPER'S assigns, or successors in interest to this Agreement.

M. Payments under terms of this agreement are to be made and addressed to: Patagonia Development, LLC: c/o Westpark Company, Inc.; P.O. Box 344; Meridian, Idaho 83680.

IN WITNESS WHEREOF, the parties shall cause this Agreement to be executed by their duly authorized officers, members and/or partners the day and year first above written.

CITY OF KUNA



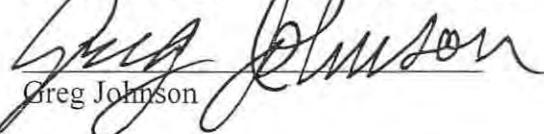
MAYOR

ATTEST:



CITY CLERK

PATAGONIA DEVELOPMENT, LLC



Greg Johnson



STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 30th day of August, 2016, before me, a notary public in and for said state, personally appeared Greg Johnson known to be to be the President of P&M Corp. Manager and the person who subscribed said name to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

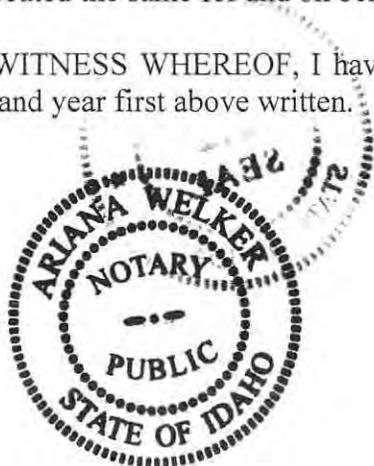


Amber Huber
Notary Public for Idaho
Residing at Ketchikan, Idaho
My commission expires: 6/9/21

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

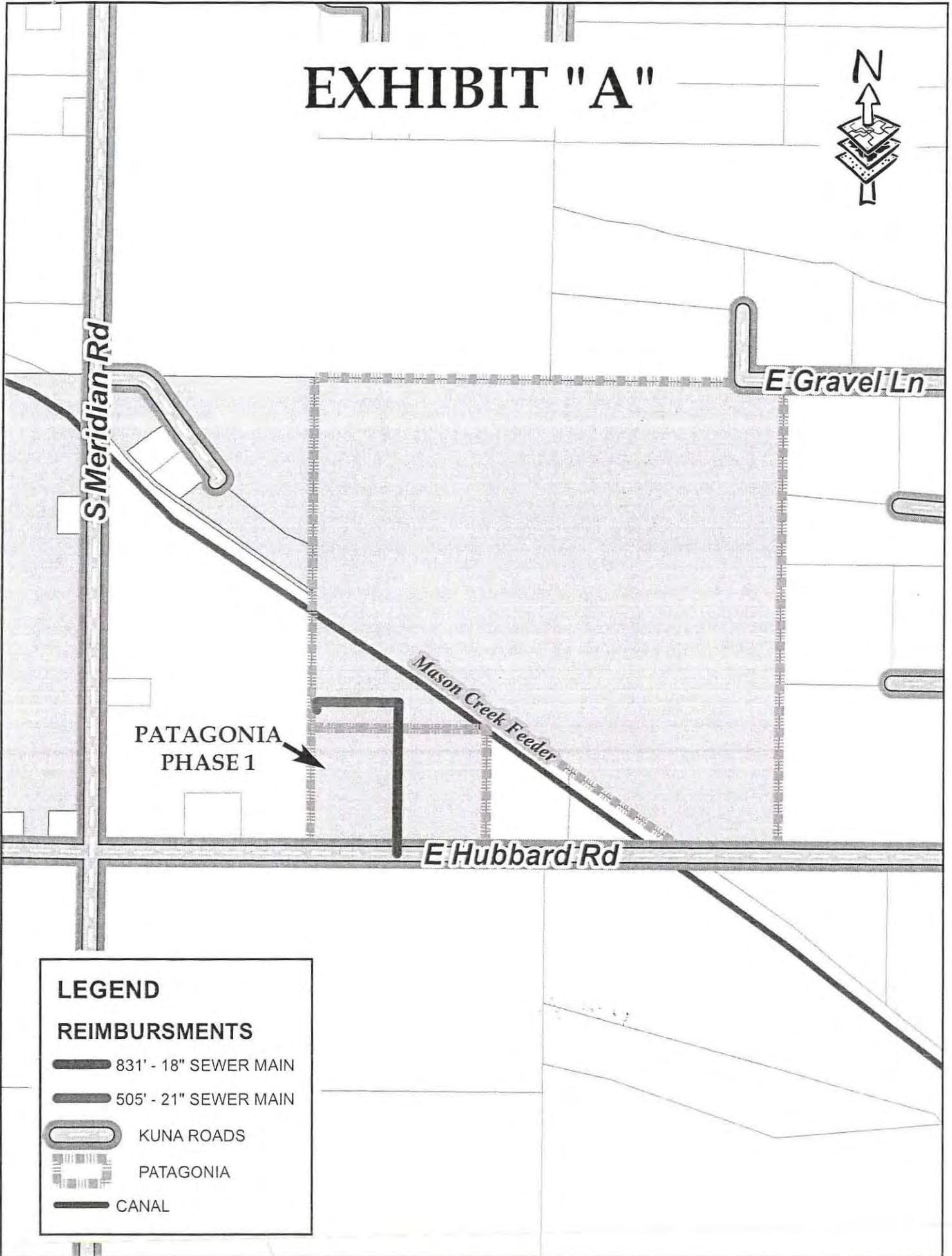
On this 6th day of September, 2016, before me, the undersigned, personally appeared JOE L. STEAR and Chris Engels Mayor and City Clerk respectively of KUNA CITY, a municipal corporation, known to be to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Ariana Welker
Notary Public for Idaho
Residing at Ada County, Idaho
My commission expires: July 7, 2022

EXHIBIT "A"



LEGEND

REIMBURSEMENTS

- 831' - 18" SEWER MAIN
- 505' - 21" SEWER MAIN
- KUNA ROADS
- PATAGONIA
- CANAL

EXHIBIT "B"**RESOLUTION NO. R02-2014****CITY OF KUNA
CITY SEWER FACILITIES REIMBURSEMENT POLICY - 2014****PURPOSE**

A resolution of the City of Kuna setting forth a reimbursement policy that provides real property owners, developers, and/or the City of Kuna, hereinafter referred to as Sponsoring Developers, a mechanism to seek reimbursement for eligible sewer facilities that exceed the Sponsoring Developer's sewer facilities requirements as provided below. When a Sponsoring Developer, at its own expense and in conformance with the City Sewer System Master Plan or at the direction of the City, constructs an extension of the existing sewer system or constructs oversized sewer facilities determined by the City to be larger than needed to serve the Sponsoring Developer's project, the Sponsoring Developer may be reimbursed to the extent allowed in this policy by entering into a reimbursement agreement with the City. Reimbursement will be for eligible costs of the sewer facilities as described below.

City Sewer Collection Pipelines are classified as follows:

1. Master Plan Interceptor Line (Street Frontage) – A sewer collection main larger than 8 inches, identified in the Master Plan to be part of the major sewer collection network and located in or adjacent to the street right-of-way fronting Sponsoring Developer's property. In this policy, frontage lines are treated as on-site lines.
2. Master Plan Interceptor Line (On-site) – A sewer collection main larger than 8 inches, identified in the Master Plan to be part of the major sewer collection network and located within the Sponsoring Developer's property including lines in or adjacent to the street right-of-way fronting Sponsoring Developer's property.
3. Master Plan Interceptor Line (Off-site) – A sewer collection main larger than 8 inches, identified in the Master Plan to be part of the major sewer collection network and not located on-site or in the street frontage or adjacent to the street right-of-way fronting Sponsoring Developer's property.
4. Non-Master Plan Collection Line (On-site) - A sewer collection main not identified in the Master Plan to be part of the major sewer collection network, located on-site of the Sponsoring Developer's property, and whose principal purpose is to collect waste water from the various points of service within the Sponsoring Developer's property.

5. Non-Master Plan Collection Line (Off-site) – A sewer collection main not identified in the Master Plan to be part of the major sewer collection network and not located on-site or in the street frontage or adjacent to the street right-of-way fronting Sponsoring Developer’s property.
6. Stub Line (On-site) - A sewer collection main located on-site of the Sponsoring Developer’s property, connected to any of the sewer collection mains on-site and extending to the property boundary, beyond the last point of collection for the Sponsoring Developer’s property, and whose principal purpose is to collect waste water from neighboring properties. A stub line is generally constructed at the direction of the City, is generally 8 or 10 inches in diameter and is not a frontage line or Master Plan Interceptor line.

A Sponsoring Developer’s project may be eligible or ineligible for reimbursement according to criteria outlined herein. For instance, a line constructed larger than needed at Sponsoring Developer’s discretion and not at the direction of the City is not eligible for reimbursement.

Each project or development is presumed to benefit from the work of earlier Sponsoring Developers and to have, as a condition for receiving benefit from the existing city sewer system, a “reasonable duty” to add to, enhance, oversize or extend the existing system within certain limits. This “reasonable duty” is not reimbursable. The construction of on-site or off-site facilities beyond this “reasonable duty” is presumed to be eligible for reimbursement to the extent allowed in this policy and as approved by the City.

“Reasonable duty” includes expenses incurred by the Sponsoring Developer from examples that follow:

1. Payment of Connection Fees: Connection fees are remitted at the time of building permit issuance, or in other circumstances, at the time of connection to the system as defined in city resolutions.
2. Master Plan Interceptor Line (On-Site): Construct the diameter specified in the Master Plan, or the nominal diameter needed in reference to Sponsoring Developer’s peak discharge, whichever is larger, at the depth and slope implied in the Master Plan. The Sponsoring Developer’s “reasonable duty” for interceptor line construction is the length of interceptor line needed per development acre, as defined herein.
3. Master Plan Interceptor Line (Off-site): Construct the diameter specified in the Master Plan, or the nominal diameter needed in reference to Sponsoring Developer’s peak discharge, whichever is larger, at the depth and slope implied in the Master Plan. The Sponsoring Developer’s “reasonable duty” for off-site interceptor line construction is the interceptor line needed per development acre less the length of interceptor line on-site, but not less than zero.

4. Non-Master Plan Collection Line (On-site): Construct the line with a diameter of 8 inches as directed by the City, or the nominal diameter needed in reference to Sponsoring Developer's peak discharge, whichever is larger, and which is Sponsoring Developer's "reasonable duty". If the City directs that an on-site non-master plan main line be replaced with a line larger than the "reasonable duty", it will be treated as an On-Site Gravity Sewer Facility for reimbursement purposes.
5. Non-Master Plan Collection Line (Off-site): Construct the line with a diameter of 8 inches, or the nominal diameter needed in reference to Sponsoring Developer's peak discharge, whichever is larger, and which is Sponsoring Developer's "reasonable duty". If the City directs that an off-site non-master plan main line be replaced with a line larger than the "reasonable duty", it will be treated as an Off-Site Gravity Sewer Facility for reimbursement purposes.
6. Stub Line (On-site): Construct the line with a diameter of 8 or 10 inches and at the depth and slope as directed by the City, and which is Sponsoring Developer's "reasonable duty".

DEFINITIONS

1. Interceptor Line Needed: Based on characteristics of development in Kuna; relying on the major sewer collection network defined in the Master Plan; adding for undeveloped land, waste land and other unconnected properties; adding for parks, common areas, right-of-way and other public properties and deducting for connection fees paid in equivalent feet; it requires a net 20 lineal feet of interceptor line per acre to serve the gross acreage of Sponsoring Developer's project.
2. Interceptor Line Needed-Amended: For projects also connecting to pressure irrigation and/or potable water, but which do not construct sufficient trunk line in the other facilities to satisfy the "trunk line needed" obligation in those other facilities, shall have the un-satisfied obligation in the other facilities, factored for relative cost, added to the "interceptor line needed" obligation for the sewer collection system.
3. Line Capacity: The water carrying capacity of a pipeline for purposes of this policy is assumed to be 75% of the discharge computed by Manning's Equation at the minimum slope allowed per the "Ten States Standards". The City Engineer shall maintain a standard chart of pipe capacities.
4. Nominal Diameter Needed: In terms relevant to this policy, the minimum standard pipe diameter (8", 10", 12", 15" and larger) with sufficient transmission capacity to carry the Sponsoring Developer's designated peak discharge.

5. Peak Discharge: In terms relevant to this policy, the Peak Discharge is assumed to be the Average Discharge multiplied by the peaking factor of the City Engineer's standard chart.
6. Property: For purposes of determining whether over-sized lines are on-site, off-site or lie in the frontage and for computing the nominal diameter needed, "Property" of Sponsoring Developer shall include the present project, future phases of the project, and other properties in the vicinity of the over-sized line in which the Sponsoring Developer or his partners, has a property interest. However, once the "interceptor line needed" component of the "reasonable duty" has been satisfied for a parcel, it is not imposed again for subsequent cost recovery agreements.
7. Property in the Vicinity: Property in the same quarter section as the over-sized pipe line, or in the case of over-sized pipe lines fronting section or quarter-section lines, property in the quarter sections on each side, is considered "in the vicinity". In most instances the City will require that interceptor lines are located as contemplated in the City Master Plan.
8. Very Large Interceptor Lines: Interceptor lines larger than a diameter of 15-inches and larger than the nominal diameter needed. In calculating relative cost factor, the ratio of cost per foot for water or pressure irrigation trunk lines to the cost per foot for the minimum diameter of very large interceptor lines shall be used.

CONSTRUCTED SEWER FACILITIES ELIGIBLE FOR REIMBURSEMENT

For sewer facilities to be considered eligible for any reimbursement from the City, the sewer facilities must meet at least one of the following conditions:

1. Off-Site Lines: A sewer collection main extension that lies off-site of the Sponsoring Developer's property and is beyond the "reasonable duty" of Sponsoring Developer's project; or
2. On-Site Lines: A sewer collection main extension that lies within the Sponsoring Developer's property and is beyond the "reasonable duty" of Sponsoring Developer's project; or
3. Deep On-Site Lines: A sewer collection main extension located within the Sponsoring Developer's property, not larger than the minimum nominal diameter needed to serve Sponsoring Developer's project, but required by the City to be deeper than 10-feet and deeper than the depth required to serve Sponsoring Developer's property. The eligible cost for this item may include trench excavation, backfill and rock excavation for the portion of excavation deeper than 10-feet and deeper than the depth required to serve the Sponsoring Developer's

property. Depth of the sewer pipe will be determined from pre-developed ground elevation to the invert elevation of the sewer pipe; or

4. Large On-Site Lines: A sewer main 18 inches in diameter or larger, and larger than needed to serve the Sponsoring Developer's property, may be considered for additional eligible excavation and backfill costs (primarily based on added width of excavation and backfill) not covered under items 2 and 3 above; or
5. Lift Stations: Permanent sewage lift stations required by the City, together with required force mains, and sized to serve areas in addition to Sponsoring Developer's property. Temporary lift stations and/or force mains are not eligible for reimbursement from the City; or
6. Off-Site Easements: Off-site easements required for construction of the above described sewer facilities may also be eligible for reimbursement; or
7. Off-Site Engineering: Engineering services for off-site eligible sewer facilities up to a maximum of 7 percent (7%) of the construction cost of said sewer facilities; or
8. City Construction: When the City constructs sewer collection mains, sewer lift stations and/or force mains using City funds, the City constructed sewer facilities will be eligible for reimbursement to the City as a Sponsoring Developer and in the manner noted herein.

REIMBURSEMENT CONDITIONS

To be eligible for reimbursement, the Sponsoring Developer must, unless otherwise approved by the City, do the following:

1. Sponsoring Developer's project must be annexed into the City; and
2. Design the sewer facilities in accordance with the City's sewer master plan; and
3. Receive at least three bids for the sewer construction and select the lowest responsive bid, unless otherwise approved by the City; and
4. Receive preliminary plat, special use permit or building permit approval from or complete a municipal service agreement with the City for the development being served by the sewer facilities; and
5. Construct the sewer facilities in accordance with the City approved plans and specifications including all lines, diameters and depths directed by the City; and
6. Lawfully dedicate the sewer system facilities and any necessary easements to the City.

AMOUNT OF REIMBURSEMENT

1. *Off-Site Gravity Sewer Facilities:* The amount of Eligible Reimbursement available to the Sponsoring Developer for eligible off-site sewer collection main extensions beyond the “reasonable duty” shall be based upon a proportional amount of the costs to design and construct the facility computed from the ratio of the capacity of the nominal diameter needed by the Sponsoring Developer’s project to 75% of the capacity of the diameter provided.
2. *On-Site Gravity Sewer Facilities:* The amount of Eligible Reimbursement available to the Sponsoring Developer for eligible on-site sewer collection main extensions beyond the size and/or depth of the “reasonable duty”, shall be based upon an amount computed as the difference between the cost to design and construct the pipe size of the “reasonable duty” and the cost to design and construct the pipe size provided.
3. *Permanent Lift Stations and Force Mains:* The amount of Eligible Reimbursement available to the Sponsoring Developer for eligible lift stations and force mains beyond the “reasonable duty” shall be based upon a proportional amount of the costs to design and construct the facility computed from the ratio of the capacity of the “reasonable duty” of the Sponsoring Developer’s project to 75% of the capacity of the facility provided.
4. *Interest Adjustment:* The Sponsoring Developer’s eligible reimbursement amount, as determined by items 1 through 3 above, may be increased by the amount of interest that would be accrued using 4% interest on a linear declining balance over a 10 year period.

FINANCING SEWER FACILITIES

The City will generate revenue for financing sewer facilities reimbursement agreements by assessing each equivalent dwelling unit (EDU) a Sewer Interceptor Fee (SIF) at or before issuance of a building permit. The amount of this SIF per EDU will be established by City Council resolution. The City will review the SIF amount each year and may make adjustments annually as deemed necessary to cover sewer facility reimbursement costs.

REIMBURSEMENT AGREEMENTS AND METHODS OF REIMBURSEMENT

1. A Reimbursement Agreement entered into between the City and the Sponsoring Developer is a requirement for receiving reimbursement and shall provide Sponsoring Developers the opportunity to receive up to a maximum of ten (10) consecutive annual reimbursement payments. The Reimbursement Agreement shall be entered into within one hundred eighty (180) days after completion of the project.

2. City sponsored extensions and expansions are presumed to exclusively benefit existing and future users and the public in general. As a Sponsoring Developer, the City is not required to enter into an agreement with itself, is not limited in number of annual payments and the costs of its projects are fully reimbursable and not subject to reductions in reimbursement by proportional usage or the "reasonable duty" defined herein. The City is subject, in its annual reimbursements, to the annual distribution percentages defined herein.
3. No Reimbursement Agreement shall reimburse Sponsoring Developers for construction costs that exceed the eligible reimbursement amount.
4. The City will retain 10% of the collected SIF for administration and developer support. This 10% fee will not reduce the Sponsoring Developers eligible reimbursement dollar amount - only the amount of funds each year available for reimbursement to the Sponsoring Developer(s).
5. The Reimbursement Agreement will terminate when the sooner of either occurs: the Sponsoring Developer has been fully reimbursed the agreed upon reimbursement amount at or prior to the end of the term of the agreement, or the City has tendered the tenth (10th) annual payment whether or not the eligible reimbursement amount is paid in full. In no event shall the Reimbursement Agreement be extended beyond the initial term.
6. The City will collect SIF from all entities that connect to and utilize the City's sewer facilities in conformance with adopted City policies. The portion of the SIF dedicated for reimbursement to Sponsoring Developers shall be reimbursed annually less the retained ten percent (10%) administration cost. Reimbursement payments, therefore, will be made on an annual basis only up to the amount of the SIF collected for sewer reimbursement and, in the proportions as defined below to each Sponsoring Developer.
7. The portion of the SIF dedicated for reimbursement that is collected annually will be reimbursed and distributed to Sponsoring Developers annually, based on the percent of each Sponsoring Developer's initial Total Eligible Reimbursement amount is to the combined initial Total Eligible Reimbursement amount of all Developer Sponsored Eligible Facilities for that reimbursement year. The Sponsoring Developer's initial Total Eligible Reimbursement will not vary from year-to-year until retired but the Sponsoring Developer's percentage will vary as the combined initial Total Eligible Reimbursement amounts change from year-to-year.

Reimbursements will only be distributed for ten (10) annual payments after final acceptance of the Eligible Facility. Depending on the SIF collected within the ten-year period, the Total Eligible Cost may or may not be reimbursed. Also reimbursement to each Sponsoring Developer will not exceed his/her Total

Eligible Reimbursement amount. Eligible Facilities completed on or before August 31st will first become eligible for reimbursement funds on or after September 1st the following year.

- 8. If in any year a Sponsoring Developer's claim is satisfied with a partial payment, the dedicated portion of the SIF for that year shall be reduced by the partial payment and the remainder shall be distributed to the remaining Sponsoring Developers without further consideration of the satisfied claim.

Adopted by the City of Kuna this 21st day of January, 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

EXHIBIT "C"
PATAGONIA SEWER COST RECOVERY SUMMARY

Sewer-Onsite Oversized		
Total Recoverable Project Cost	\$	19,683.70
Interest (4%)	\$	4,330.41
TOTAL COST	\$	24,014.11

EXHIBIT "C"

REASONABLE DUTY - RECOVERY PERCENTAGE

REASONABLE DUTY

Acreage in Phase 1	15.4 acres
Acreage in Later Phases (Not applicable)	0 acres
Interceptor Line Needed per Acre	20 LF
Shortfall from Future Phases	76 LF
Reasonable Duty	384 LF
Interceptor Line Constructed	1336 LF
Net Length Reimbursible	952 LF

OFFSITE RECOVERY PERCENTAGE

Line Size Required	0 inch
Line Size Provided	12 inch
Recovery Percentage per Policy	100.00 %

$$p = (1 - (D_1/D_2)^2) / .75 * 100$$



CITY OF KUNA

P.O. BOX 13

KUNA, ID 83634

www.kunacity.id.gov

Phone: (208) 577-8794

Email: bbachman@kunaid.gov

Bob Bachman, BOC 1, IBC
Public Works Director
City of Kuna

MEMORANDUM

To: Accounts Payable

From: Bob Bachman
Public Works Director

RE: Patagonia Development Reimbursement Payment / PI Trunk
PO Box 344
Meridian, ID 83680
Patagonia No. 1 PI Trunk Project

Date: August 30, 2018

Please prepare a reimbursement payment as follows:

To: PATAGONIA DEVELOPMENT, LLC
Re: PI TRUNK PROJECT REIMBURSEMENT AGREEMENT
Amount: \$17,259.67
Account: 05-6307

This reimbursement includes all eligible payments through August 30, 2018. Payment history is shown below for reference:

REIMBURSEMENT ACTIVITY

ITEM	DATE	REIMBURSEMENT	
		PAID	BALANCE
Initial total eligible reimbursement	9/6/2016	\$0.00	\$22,292.28
Reimbursement	9/1/2017	\$5,032.61	\$17,259.67
Reimbursement	9/1/2018	\$17,259.67	\$0.00

**RESOLUTION NO. R57-2018
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE CITY TREASURER TO PAY PATAGONIA DEVELOPMENT, LLC. THE AMOUNT OF \$17,259.67 FOR REIMBURSEMENT PURSUANT TO THE TERMS OF THE PRESSURE IRRIGATION TRUNK REIMBURSEMENT AGREEMENT.

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

Section 1. The City of Kuna, Idaho and the Developer entered into a reimbursement agreement, as approved by the City Council pursuant to resolution R58-2016 dated September 6, 2016.

Section 2. The amount due to Patagonia Development, LLC, as calculated pursuant to the terms of the reimbursement agreement is \$17,259.67 as attached hereto as **EXHIBIT A**, and therefore the City of Kuna, Idaho's Treasurer is authorized to pay Patagonia Development, LLC. the sum of \$17,259.67.

PASSED BY THE COUNCIL of Kuna, Idaho this 4th day of September, 2018.

APPROVED BY THE MAYOR of Kuna, Idaho this 4th day of September, 2018.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

RESOLUTION NO. R58-2016

RESOLUTION AUTHORIZING EXECUTION OF A REIMBURSEMENT AGREEMENT IN THE AMOUNT OF \$22,292.28 WITH PATAGONIA DEVELOPMENT, LLC.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Mayor and Clerk of said city are hereby authorized to execute that certain Agreement titled "Reimbursement Agreement – Patagonia No. 1 Pressure Irrigation Trunk Project" regarding cost recovery for construction of pressure irrigation facilities related to said project and in the amount of twenty-two thousand two hundred ninety-two dollars and twenty-eight cents (\$22,292.28); by and between said city and PATAGONIA DEVELOPMENT, LLC, which Agreement is attached hereto, and made a part hereof, as if set forth in full.

PASSED BY THE COUNCIL of Kuna this 6th day of September, 2016.

APPROVED BY THE MAYOR of Kuna this 6th day of September, 2016.



Joe L. Stear, Mayor

ATTEST:


Chris Engels, City Clerk

REIMBURSEMENT AGREEMENT

Patagonia No. 1 Pressure Irrigation Trunk Project

THIS AGREEMENT made this ____ day of _____ 2016, by and between the CITY OF KUNA, a municipal corporation, hereinafter called CITY, and PATAGONIA DEVELOPMENT, LLC, hereinafter called DEVELOPER:

WITNESSETH:

WHEREAS, CITY has prepared, adopted and updated a Kuna Pressure Irrigation System Master Plan to guide the sizing, elevation and location of pressure irrigation system facility extensions; and

WHEREAS, on January 21, 2014 CITY adopted Resolution Number R10-2014 outlining the Pressure Irrigation Facilities Reimbursement Policy for pressure irrigation facilities construction conforming to the Kuna Pressure Irrigation System Master Plan; and

WHEREAS, in implementing the updated Kuna Pressure Irrigation System Master Plan, it is the further declared policy of CITY to extend the Kuna City Pressure Irrigation System to areas inside the corporate limits of CITY not now served by a pressure irrigation system, subject to the owner of property in such areas being bound by and complying with all ordinances of CITY and all rules and regulations promulgated by CITY now in effect or hereinafter to be enacted; and

WHEREAS, DEVELOPER did construct a pressure irrigation system to the property known as, Patagonia Subdivision No. 1 Project, as shown on Exhibit "A," and has requested reimbursement for certain portions of the pressure irrigation system; and

WHEREAS, the constructed facilities are now included as a component of the CITY system and are now utilized by said CITY for their intended purpose; and

WHEREAS, CITY upon recommendation of the City Engineer, accepts and approves the proposal of DEVELOPER for reimbursement, subject to all the conditions hereinafter provided by this Agreement.

NOW THEREFORE, in consideration of the foregoing premises, it is agreed:

A. Preparation of Plans. DEVELOPER did cause to be prepared plans and specifications, drawings, instructions, bid proposal and all other contract documents for the construction and installation of the pressure irrigation system, shown on Exhibit "A," including rights-of-way, grades and elevation, and materials to be used in the construction and installation of said pressure irrigation system.

B. Construction of Pressure Irrigation System.

(1) DEVELOPER did install, construct and erect the pressure irrigation system and appurtenances as shown on Exhibit "A," subject to the conditions hereinafter provided.

(2) DEVELOPER did provide all engineering and surveying and contract administration for the construction of the pressure irrigation system described on Exhibit "A."

(3) DEVELOPER did satisfactorily complete the project in conformance with approved plans and did provide evidence bills of the general contractor and engineer have been paid.

C. Reimbursement to DEVELOPER. In recognition of the fact that DEVELOPER did install, construct and erect a pressure irrigation system as shown on Exhibit "A" for the amounts shown in Exhibit "C", CITY shall reimburse to DEVELOPER, as directed in Paragraph M herein, up to twenty-two thousand two hundred ninety-two dollars and twenty-eight cents (\$22,292.28). Reimbursement shall be provided from the funds and in the manner described in the City of Kuna Pressure Irrigation Facilities Reimbursement Policy attached hereto as Exhibit "B".

D. Audit Period. CITY will make an audit of this agreement on an annual basis in conformance with the Reimbursement Policy of said CITY, and refund applicable fees collected during the audit period.

E. Term of Agreement. The audit and payment of reimbursement shall be for a period not to exceed ten (10) annual payments in conformance with the Reimbursement Policy of said CITY or until such time as reimbursement has been fully paid, whichever comes first.

F. Cost of Pressure Irrigation Lines on DEVELOPER'S Property. All costs and expenses, including the construction, engineering, advertising, clerical, legal and licenses and permits which were required for the construction and installation of the pressure irrigation system upon and within DEVELOPER'S property not eligible for reimbursement as defined in the Reimbursement Policy, shall be at DEVELOPER'S sole expense.

G. Compliance with Laws. Upon connection to pressure irrigation, DEVELOPER agrees to abide by all applicable Kuna City laws, rules and regulations pertaining to pressure irrigation systems.

H. Indemnification and Insurance. DEVELOPER shall indemnify and save and hold harmless CITY from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by DEVELOPER related to the design, construction and otherwise providing of the facilities described in paragraphs B.1, B.2 and B.3, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of CITY or its employees.

I. No Assignment. DEVELOPER shall not assign any portion of this Agreement or any privilege hereunder, either voluntarily or involuntarily, without the prior written consent of CITY, which consent shall not be unreasonably withheld.

J. Definition of DEVELOPER'S Property. The term "DEVELOPER'S PROPERTY" in this Agreement shall mean the parcels described on Exhibit "A" attached hereto.

K. Representations.

(1) DEVELOPER, as defined above, represents that it is the only bona fide claimant to the reimbursements referenced in this agreement. Further, DEVELOPER represents it will indemnify CITY from all other claims as outlined in Paragraph H above.

(2) DEVELOPER, as defined above, represents that the General Contractor(s) for the construction of facilities described in Exhibit "A" have been fully paid. Further, DEVELOPER represents it will indemnify CITY from all claims of General Contractor(s) as outlined in Paragraph H above.

(3) DEVELOPER, as defined above, represents that in constructing and installing the pressure irrigation system referenced in this Agreement, it has complied with all laws, orders and regulations of Federal, State and Municipal authorities and has all licenses or permits which are required for the construction and installation of said system.

L. Binding Effect. The terms and conditions of this Agreement shall be binding upon all of DEVELOPER'S assigns, or successors in interest to this Agreement.

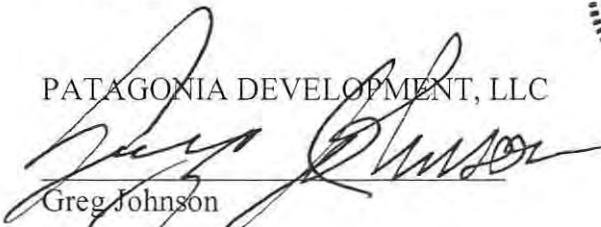
M. Payments under terms of this agreement are to be made and addressed to: Patagonia Development, LLC; c/o Westpark Company, Inc.; P.O. Box 344; Meridian, Idaho 83680.

IN WITNESS WHEREOF, the parties shall cause this Agreement to be executed by their duly authorized officers, members and/or partners the day and year first above written.

CITY OF KUNA


MAYOR

PATAGONIA DEVELOPMENT, LLC


Greg Johnson



STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 30th day of August, 2016, before me, a notary public in and for said state, personally appeared Grea Johnson known to be to be the President of PEM Corp Manager, and the person who subscribed said name to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Amber Huber

Notary Public for Idaho
Residing at Kuna, Idaho
My commission expires: 6/9/21



STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 6th day of September, 2016, before me, the undersigned, personally appeared JOE L. STEAR and Chris Engels Mayor and City Clerk respectively of KUNA CITY, a municipal corporation, known to be to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Ariana Welker

Notary Public for Idaho
Residing at Ada County, Idaho
My commission expires: July 7, 2022

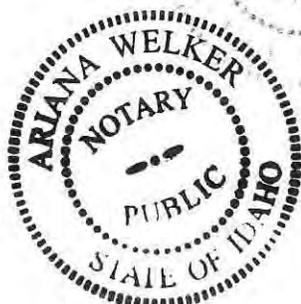
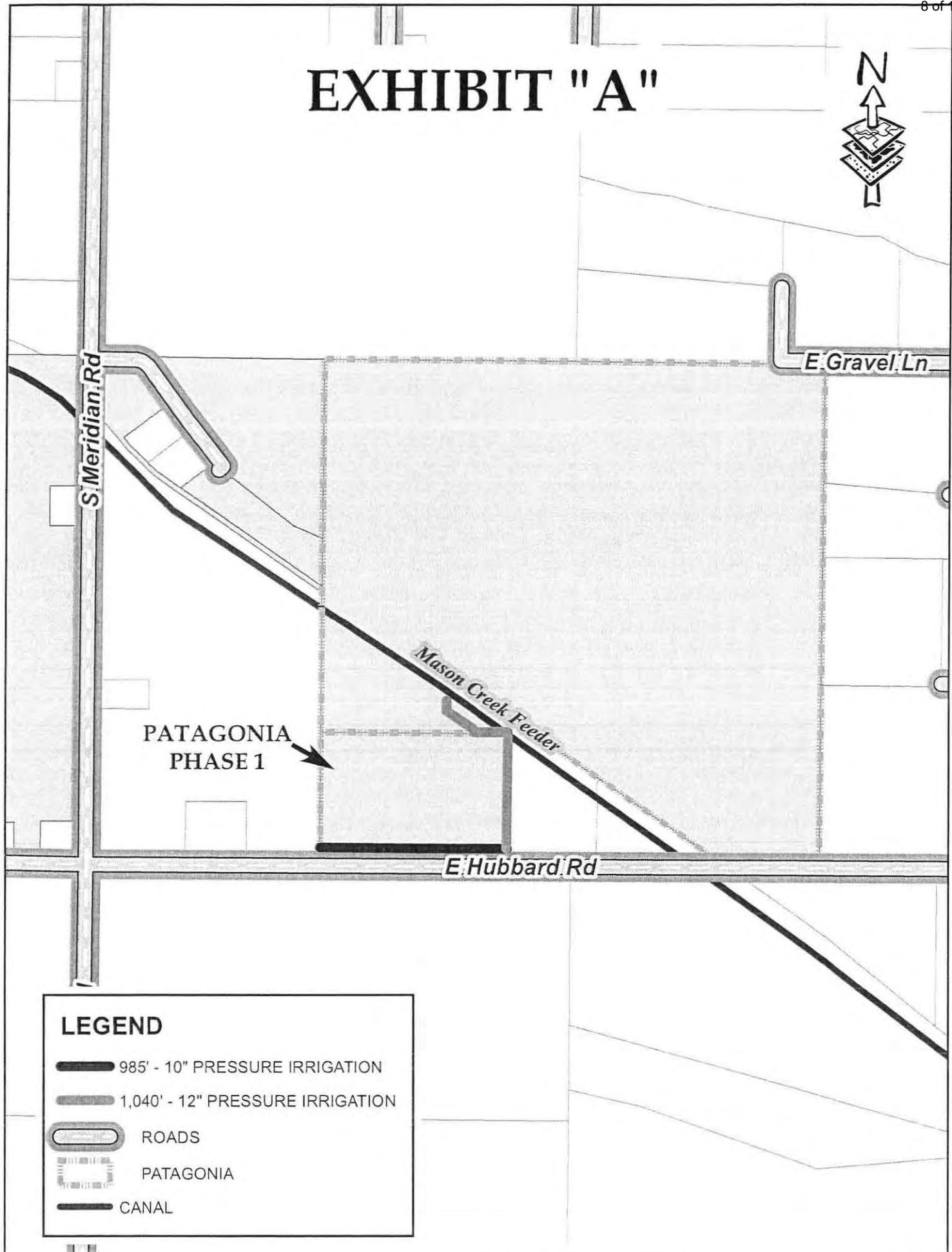


EXHIBIT "A"



LEGEND

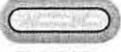
-  985' - 10" PRESSURE IRRIGATION
-  1,040' - 12" PRESSURE IRRIGATION
-  ROADS
-  PATAGONIA
-  CANAL

EXHIBIT "B"

RESOLUTION NO. _____

**CITY OF KUNA
PRESSURE IRRIGATION FACILITIES REIMBURSEMENT POLICY****PURPOSE**

A resolution of the City of Kuna setting forth a reimbursement policy that provides real property owners, developers, and/or the City of Kuna, hereinafter referred to as Sponsoring Developers, a mechanism to seek reimbursement for eligible pressure irrigation facilities that exceed the Sponsoring Developer's pressure irrigation facilities requirements as provided below. When a Sponsoring Developer, at its own expense and in conformance with the City Pressure Irrigation System Master Plan or at the direction of the City, constructs an extension of the existing Pressure Irrigation system or constructs oversized pressure irrigation facilities determined by the City to be larger than needed to serve Sponsoring Developer's project, the Sponsoring Developer may be reimbursed to the extent allowed in this policy by entering into a reimbursement agreement with the City. Reimbursement will be for eligible costs of the pressure irrigation facilities as described below.

City Pressure Irrigation Pipelines are classified as follows:

1. Master Plan Trunk Line (Street Frontage) – A pressure irrigation main, 8 inches or larger, identified in the Master Plan to be part of the major distribution grid and located in or adjacent to the street right-of-way fronting Sponsoring Developer's property. In this policy, frontage lines are treated as on-site lines.
2. Master Plan Trunk Line (On-site) – A pressure irrigation main, 8 inches or larger, identified in the Master Plan to be part of the major distribution grid and located within the Sponsoring Developer's property including lines in or adjacent to the street right-of-way fronting Sponsoring Developer's property.
3. Master Plan Trunk Line (Off-site) – A pressure irrigation main, 8 inches or larger, identified in the Master Plan to be part of the major distribution grid and not located on-site or in the street frontage or adjacent to the street right-of-way fronting Sponsoring Developer's property.
4. Looping Line (On-site) – A pressure irrigation main line required in City Standards, and with the diameter specified in said standards, whose purpose is to preserve circulation capability to serve Sponsoring Developer's property and adjacent properties, and located on-site but not in or adjacent to the street right-of-way fronting Sponsoring Developer's property.

5. Non-Master Plan Line (Off-site) – A pressure irrigation main line not identified in the Master Plan to be part of the major distribution grid and not located on-site or in the street frontage or adjacent to the street right-of-way fronting Sponsoring Developer’s property.
6. Distribution Line (On-site) - A pressure irrigation main line not identified in the Master Plan to be part of the major distribution grid and not a looping line, located on-site of the Sponsoring Developer’s property, and whose principal purpose is to deliver water to the various points of service within the Sponsoring Developer’s property.
7. Stub Line (On-site) - A pressure irrigation main line located on-site of the Sponsoring Developer’s property, connected to any of the main lines on-site and extending to the property boundary, beyond the last point of delivery for the Sponsoring Developer’s property, and whose principal purpose is to deliver water to neighboring properties. A stub line is generally constructed at the direction of the City, is generally 8 inches in diameter or smaller and is not a frontage line, looping line or Master Plan line.

A Sponsoring Developer’s project may be eligible or ineligible for reimbursement according to criteria outlined herein. For instance, a line constructed larger than needed at Sponsoring Developer’s discretion and not at the direction of the City is not eligible for reimbursement.

Each project or development is presumed to benefit from the work of earlier Sponsoring Developers and to have, as a condition for receiving benefit from the existing city sewer system, a “reasonable duty” to add to, enhance, oversize or extend the existing system within certain limits. This “reasonable duty” is not reimbursable. The construction of on-site or off-site facilities beyond this “reasonable duty” is presumed to be eligible for reimbursement to the extent allowed in this policy and as approved by the City.

“Reasonable duty” includes expenses incurred by the Sponsoring Developer from examples that follow:

1. Payment of Connection Fees: Connection fees are remitted at the time of building permit issuance, or in other circumstances, at the time of connection to the system as defined in city resolutions.
2. Master Plan Trunk Line (On-Site): Construct the diameter specified in the Master Plan, or the nominal diameter needed in reference to Sponsoring Developer’s peak demand, whichever is larger. The Sponsoring Developer’s “reasonable duty” for trunk line construction is the length of trunk line needed per development acre, as defined herein.
3. Master Plan Trunk Line (Off-site): Construct the diameter specified in the Master Plan, or the nominal diameter needed in reference to Sponsoring Developer’s peak demand, whichever is larger. The Sponsoring Developer’s “reasonable duty” for off-site trunk line construction is the trunk line needed per development acre less the length of trunk line on-site but not less than zero.

4. Looping Line (On-site): Construct the diameter specified in the City Standards, or the nominal diameter needed in reference to twice the Sponsoring Developer's peak demand, whichever is larger, and which is Sponsoring Developer's "reasonable duty". If the City directs that a looping line be replaced with a trunk line, it will be treated as an on-site Master Plan Trunk Line for reimbursement purposes.
5. Non-Master Plan Line (Off-site): Construct the line with a diameter of 4 inches, or the nominal diameter needed in reference to Sponsoring Developer's peak demand, whichever is larger, and which is Sponsoring Developer's "reasonable duty". If the City directs that an off-site non-master plan main line be replaced with a trunk line, it will be treated as an off-site Master Plan Trunk Line for reimbursement purposes.
6. Distribution Line (On-site): Construct the line with a diameter of 3 inches, or the nominal diameter needed in reference to Sponsoring Developer's peak demand, whichever is larger, and which is Sponsoring Developer's "reasonable duty".
7. Stub Line (On-site): Construct the line with a diameter up to 8 inches as directed by the City, and which is Sponsoring Developer's "reasonable duty".

DEFINITIONS

1. Line Capacity: The water carrying capacity of a pipeline based on pressure drop of 0.0037 psi per foot of line length.
2. Nominal Diameter Needed: In terms relevant to this policy, the minimum standard pipe diameter (3", 4", 6", 8", 10" and 12") with sufficient transmission capacity to carry the Sponsoring Developer's designated peak demand.
3. Peak Demand: In terms relevant to this policy, the Peak Demand is assumed to be the Peak Hour Demand referred to in City Standards. The Peak Hour Demand per typical lot is 15 gpm for a 3-inch main but decreases to 7.5 gpm/typical lot for a 12-inch main. In no case may a main line diameter be less than 3 inches, regardless of computed demand. A typical residential lot is 10,000 SF of total area or less. A typical commercial lot is 7,000 SF of landscaped area or less.
4. Property: For purposes of determining whether over-sized lines are on-site, off-site or lie in the frontage and for computing the nominal diameter needed, "Property" of Sponsoring Developer shall include the present project, future phases of the project, and other properties in the vicinity of the over-sized line in which the Sponsoring Developer or his partners has a property interest. However, once the "trunk line needed" component of the "reasonable duty" has been satisfied for a parcel, it is not imposed again for subsequent cost recovery agreements.
5. Property in the Vicinity: Property adjacent or in the same quarter section as the over-sized pipe line, or in the case of over-sized pipe lines fronting section or quarter-section lines, property in the quarter sections on each side, is considered "in the vicinity". In

most instances the City will require that trunk lines are located along section and quarter-section lines as contemplated in the City Master Plan.

6. **Trunk Line Needed:** Based on characteristics of development in Kuna; relying on the ½ mile trunk line grid in the Master Plan; adding for undeveloped land, waste land and other unconnected properties; adding for parks, common areas and other public properties; and deducting for connection fees paid in equivalent feet; it requires an average of 33 lineal feet of trunk line to serve the gross acreage of Sponsoring Developer's project.
7. **Trunk Line Needed-Amended:** For projects also connecting to potable water and/or sewer, but which do not construct sufficient trunk line in the other facilities to satisfy the "trunk line needed" obligation in those other facilities, shall have the un-satisfied obligation in the other facilities, factored for relative cost, added to the "trunk line needed" obligation for the pressure irrigation system.

CONSTRUCTED PRESSURE IRRIGATION FACILITIES ELIGIBLE FOR REIMBURSEMENT

For pressure irrigation facilities to be considered eligible for any reimbursement from the City, the pressure irrigation facilities must meet at least one of the following conditions:

1. **Off-Site Lines:** A pressure irrigation main extension that lies off-site the Sponsoring Developer's property and is beyond the "reasonable duty" of Sponsoring Developer's project; or
2. **On-Site Lines:** A pressure irrigation main extension that lies within the Sponsoring Developer's property and is beyond the "reasonable duty" of Sponsoring Developer's project; or
3. **Off-Site Easements:** Off-site easements required for construction of the above described eligible off-site pressure irrigation facilities may also be eligible for reimbursement; or
4. **Off-Site Engineering:** Engineering services for off-site eligible pressure irrigation facilities up to a maximum of 7 percent (7%) of the construction cost of said pressure irrigation facilities; or
5. **Supply Facilities:** Any new irrigation supply facilities, as distinguished from transmission facilities, whether completely new facilities or facility upgrades. The facility's costs may include wells, pumps and controls, standby power, storage ponds, booster station, SCADA controls and any other irrigation supply facilities approved by the City. Irrigation supply facilities will be reimbursed from the Irrigation Supply portion of Connection Fees using similar distribution methodology described herein; or
6. **City Construction:** When the City constructs extensions or replacements of pressure irrigation lines of any diameter using City funds, the City constructed pressure irrigation

facilities will be eligible for reimbursement to the City as a Sponsoring Developer and in the manner noted herein.

REIMBURSEMENT CONDITIONS

To be eligible for reimbursement, the Sponsoring Developer must, unless otherwise approved by the City, do the following:

1. Sponsoring Developer's project must be annexed into the City; and
2. Design the pressure irrigation facilities in accordance with the City's pressure irrigation master plan; and
3. Receive at least three bids for the pressure irrigation system construction and select the lowest responsive bid, unless otherwise approved by the City; and
4. Receive preliminary plat, special use permit or building permit approval from or complete a municipal service agreement with the City for the development being served by the pressure irrigation facilities; and
5. Construct the pressure irrigation facilities in accordance with the City approved plans and specifications including all lines and diameters directed by the City; and
6. Lawfully dedicate the pressure irrigation system facilities and any necessary easements to the City.

AMOUNT OF REIMBURSEMENT

1. Off-Site Pressure Irrigation Facilities: The amount of Eligible Reimbursement available to the Sponsoring Developer for eligible off-site pressure irrigation extensions beyond the "reasonable duty" shall be based upon a proportional amount of the costs to design and construct the facility computed from the ratio of the capacity of the nominal diameter needed by the Sponsoring Developer's project to 75% of the capacity of the diameter provided.
2. On-Site Pressure Irrigation Facilities: The amount of Eligible Reimbursement available to the Sponsoring Developer for eligible on-site pressure irrigation pipelines beyond the size of the "reasonable duty", shall be based upon an amount computed as the difference between the cost to design and construct the pipe size of the "reasonable duty" and the cost to design and construct the pipe size provided.
3. Interest Adjustment: The Sponsoring Developer's Eligible Reimbursement amount, as determined by items 1 through 2 above, may be increased by the amount of interest that would be accrued using 4% interest on a linear declining balance over a 10 year period.

FINANCING PRESSURE IRRIGATION FACILITIES

The City will generate revenue for financing Pressure Irrigation main pipeline facilities reimbursement agreements by assessing each equivalent dwelling unit (EDU) a Pressure Irrigation Main Line Fee (PIMLF), also known as Trunk Line Connection Fee, at time of connection or upon issuance of a building permit. The amount of this PIMLF will be established by City Council resolution. The City will review the PIMLF amount each year and may make adjustments annually as deemed necessary to cover pressure irrigation main line reimbursement costs.

REIMBURSEMENT AGREEMENTS AND METHODS OF REIMBURSEMENT

1. A Reimbursement Agreement entered into between the City and the Sponsoring Developer is a requirement for receiving reimbursement and shall provide the Sponsoring Developers the opportunity to receive a maximum of ten (10) consecutive annual reimbursement payments. The Reimbursement Agreement shall be entered into within one hundred eighty (180) days after completion of the project.
2. City sponsored extensions and expansions are presumed to exclusively benefit existing and future users and the public in general. As a Sponsoring Developer, the City is not required to enter into an agreement with itself, is not limited in number of annual payments and the costs of its projects are fully reimbursable and not subject to reductions in reimbursement by proportional usage or the “reasonable duty” defined herein. The City is subject, in its annual reimbursements, to the annual distribution percentages defined herein.
3. No reimbursement agreement shall reimburse Sponsoring Developers for construction costs that exceed the eligible reimbursement amount.
4. The City will retain 10% of the collected PIMLF for administration and developer support. This 10% fee will not reduce the Sponsoring Developers Eligible Reimbursement amount - only the amount of funds each year available for reimbursement to the Sponsoring Developer(s).
5. The Reimbursement Agreement will terminate when the sooner of either occurs: the Sponsoring Developer has been fully reimbursed the agreed upon reimbursement amount at or prior to the end of the term of the agreement, or the City has tendered the tenth (10th) annual payment whether or not the eligible reimbursement amount is paid in full. In no event shall the Reimbursement Agreement be extended beyond the initial term.
6. The City will collect the PIMLF from all entities that connect to and utilize the City’s Pressure Irrigation facilities in conformance with adopted City policies. The portion of the PIMLF dedicated for reimbursement to Sponsoring Developers shall be reimbursed annually less the retained ten percent (10%) administration cost. Reimbursement payments, therefore, will be made on an annual basis but limited to the amount of the

PIMLF collected for pressure irrigation reimbursement and, in the proportions as defined below to each Sponsoring Developer.

7. The portion of the PIMLF dedicated for reimbursement that is collected annually from Pressure Irrigation connections will be reimbursed and distributed to Sponsoring Developers annually, based on the percent each Sponsoring Developer's initial Eligible Reimbursement amount is to the summed Total Eligible Reimbursement amount of all eligible Sponsoring Developers for that reimbursement year. The Sponsoring Developer's initial Total Eligible Reimbursement will not vary from year-to-year until retired but the Sponsoring Developer's percentage will vary as the combined initial Total Eligible Reimbursement amounts change from year-to-year.

Reimbursements will only be distributed for ten (10) annual payments after final acceptance of the Eligible Facility. Depending on the PIMLF collected within the ten-year Agreement period, and the number of claimants to those Fees, the Eligible Reimbursement amount may or may not be fully reimbursed. Also reimbursement to each Sponsoring Developer will not exceed his/her Total Eligible Reimbursement amount. Reimbursement Agreements or City sponsored projects completed on or before August 31st of one year will become eligible for the first payment of reimbursement funds on September 1st the following year.

8. If in any year a Sponsoring Developer's claim is satisfied with a partial payment, the dedicated portion of the PIMLF for that year shall be reduced by the partial payment and the remainder shall be distributed to the remaining Sponsoring Developers without further consideration of the satisfied claim.

Adopted by the City of Kuna this 21st day of January, 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

EXHIBIT "C"

PATAGONIA PRESSURE IRRIGATION COST RECOVERY SUMMARY

Pressure Irrigation-Onsite Oversized		
Total Recoverable Project Cost	\$	18,272.36
Interest (4%)	\$	4,019.92
TOTAL COST	\$	22,292.28

EXHIBIT "C"
REASONABLE DUTY

Acreage in Phase 1	15.4 acres
Acreage in Later Phases (Not applicable)	0 acres
Interceptor Line Needed per Acre	33 LF
Shortfall from Future Phases	181 LF
Reasonable Duty	689 LF
Interceptor Line Constructed	2025 LF
Net Length Reimbursible	1336 LF



CITY OF KUNA

P.O. BOX 13

KUNA, ID 83634

www.kunacity.id.gov

Phone: (208) 577-8794

Email: bbachman@kunaid.gov

Bob Bachman, BOC 1, IBC
Public Works Director
City of Kuna

MEMORANDUM

To: Accounts Payable

From: Bob Bachman
Public Works Director

RE: Patagonia Development Reimbursement Payment
PO Box 344
Meridian, ID 83680
Patagonia Sewer Lift Station

Date: August 30, 2018

Please prepare a reimbursement payment as follows:

To: PATAGONIA DEVELOPMENT, LLC
Re: PATAGONIA LIFT STATION REIMBURSEMENT AGREEMENT
Amount: \$48,078.42
Account: 05-6306

This reimbursement includes all eligible payments through August 30, 2018. Payment history is shown below for reference:

REIMBURSEMENT ACTIVITY

ITEM	DATE	REIMBURSEMENT	
		PAID	BALANCE
Initial total eligible reimbursement	9/6/2016	\$0.00	\$661,920.73
Reimbursement	9/1/2017	\$229,214.95	\$432,705.78
Reimbursement	9/1/2018	\$48,078.42	\$384,627.36
Reimbursement	9/1/2019		\$384,627.36

**RESOLUTION NO. R58-2018
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE CITY TREASURER TO PAY PATAGONIA DEVELOPMENT, LLC. THE AMOUNT OF \$48,078.42 FOR REIMBURSEMENT PURSUANT TO THE TERMS OF THE SEWER LIFT STATION REIMBURSEMENT AGREEMENT.

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

Section 1. The City of Kuna, Idaho and the Developer entered into a reimbursement agreement, as approved by the City Council pursuant to resolution R60-2016 dated September 6, 2016.

Section 2. The amount due to Patagonia Development, LLC, as calculated pursuant to the terms of the reimbursement agreement is \$48,078.42 as attached hereto as **EXHIBIT A**, and therefore the City of Kuna, Idaho's Treasurer is authorized to pay Patagonia Development, LLC. the sum of \$48,078.42.

PASSED BY THE COUNCIL of Kuna, Idaho this 4th day of September, 2018.

APPROVED BY THE MAYOR of Kuna, Idaho this 4th day of September, 2018.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

RESOLUTION NO. R60-2016**RESOLUTION AUTHORIZING EXECUTION OF A REIMBURSEMENT AGREEMENT IN THE AMOUNT OF \$661,920.73 WITH PATAGONIA DEVELOPMENT, LLC.**

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Mayor and Clerk of said city are hereby authorized to execute that certain Agreement titled "Reimbursement Agreement – Patagonia No. 1 Sewer Lift Station Project" regarding cost recovery for construction of sewer lift station facilities related to said project and in the amount of six hundred sixty-one thousand nine hundred twenty dollars and seventy-three cents (\$661,920.73); by and between said city and PATAGONIA DEVELOPMENT, LLC; upon completion of all punch list items; which Agreement is attached hereto, and made a part hereof, as if set forth in full.

PASSED BY THE COUNCIL of Kuna this 6th day of September, 2016.

APPROVED BY THE MAYOR of Kuna this 6th day of September, 2016.



Joe L. Stear, Mayor

ATTEST:



Chris Engels, City Clerk



REIMBURSEMENT AGREEMENT

Patagonia No. 1 Sewer Lift Station Project

THIS AGREEMENT made this ____ day of _____ 2016, by and between the CITY OF KUNA, a municipal corporation, hereinafter called CITY, and PATAGONIA DEVELOPMENT, LLC, hereinafter called DEVELOPER:

WITNESSETH:

WHEREAS, CITY has prepared, adopted and updated a Kuna Sewer System Master Plan to guide the sizing, elevation and location of sewer system facility extensions; and

WHEREAS, on January 21, 2014 CITY adopted Resolution Number R09-2014 outlining the Sewer Facilities Reimbursement Policy for sewer facilities construction conforming to the Kuna Sewer System Master Plan; and

WHEREAS, in implementing the updated Kuna Sewer System Master Plan, it is the further declared policy of CITY to extend the Kuna City Sewer System to areas inside the corporate limits of CITY not now served by a sewer system, subject to the owner of property in such areas being bound by and complying with all ordinances of CITY and all rules and regulations promulgated by CITY now in effect or hereinafter to be enacted; and

WHEREAS, DEVELOPER did construct a sewer lift station system to the property known as, Patagonia Subdivision No. 1 Project, as shown on Exhibit "A," and has requested reimbursement for certain portions of the sewer lift station system; and

WHEREAS, the constructed facilities are now included as a component of the CITY system and are now utilized by said CITY for their intended purpose; and

WHEREAS, CITY upon recommendation of the City Engineer, accepts and approves the proposal of DEVELOPER for reimbursement, subject to all the conditions hereinafter provided by this Agreement.

NOW THEREFORE, in consideration of the foregoing premises, it is agreed:

A. Preparation of Plans. DEVELOPER did cause to be prepared plans and specifications, drawings, instructions, bid proposal and all other contract documents for the construction and installation of the sewer lift station system, shown on Exhibit "A," including rights-of-way, grades and elevation, and materials to be used in the construction and installation of said sewer lift station system.

B. Construction of Sewer Lift Station System.

(1) DEVELOPER did install, construct and erect the sewer lift station system and appurtenances as shown on Exhibit "A," subject to the conditions hereinafter provided.

(2) DEVELOPER did provide all engineering and surveying and contract administration for the construction of the sewer lift station system described on Exhibit "A."

(3) DEVELOPER did satisfactorily complete the project in conformance with approved plans and did provide evidence bills of the general contractor and engineer have been paid.

C. Reimbursement to DEVELOPER. In recognition of the fact that DEVELOPER did install, construct and erect a sewer lift station system as shown on Exhibit "A" for the amounts shown in Exhibit "C", CITY shall reimburse to DEVELOPER, as directed in Paragraph M herein, up to six hundred sixty-one thousand nine hundred twenty dollars and seventy-three cents (\$661,920.73). Reimbursement shall be provided from the funds and in the manner described in the City of Kuna Sewer Facilities Reimbursement Policy attached hereto as Exhibit "B".

D. Audit Period. CITY will make an audit of this agreement on an annual basis in conformance with the Reimbursement Policy of said CITY, and refund applicable fees collected during the audit period.

E. Term of Agreement. The audit and payment of reimbursement shall be for a period not to exceed ten (10) annual payments in conformance with the Reimbursement Policy of said CITY or until such time as reimbursement has been fully paid, whichever comes first.

F. Cost of Sewer Lines on DEVELOPER'S Property. All costs and expenses, including the construction, engineering, advertising, clerical, legal and licenses and permits which were required for the construction and installation of the sewer system upon and within DEVELOPER'S property not eligible for reimbursement as defined in the Reimbursement Policy, shall be at DEVELOPER'S sole expense.

G. Compliance with Laws. Upon connection to sewer, DEVELOPER agrees to abide by all applicable Kuna City laws, rules and regulations pertaining to sewer systems.

H. Indemnification and Insurance. DEVELOPER shall indemnify and save and hold harmless CITY from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by DEVELOPER related to the design, construction and otherwise providing of the facilities described in paragraphs B.1, B.2 and B.3, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of CITY or its employees.

I. No Assignment. DEVELOPER shall not assign any portion of this Agreement or any privilege hereunder, either voluntarily or involuntarily, without the prior written consent of CITY, which consent shall not be unreasonably withheld.

J. Definition of DEVELOPER'S Property. The term "DEVELOPER'S PROPERTY" in this Agreement shall mean the parcels described on Exhibit "A" attached hereto.

K. Representations.

(1) DEVELOPER, as defined above, represents that it is the only bona fide claimant to the reimbursements referenced in this agreement. Further, DEVELOPER represents it will indemnify CITY from all other claims as outlined in Paragraph H above.

(2) DEVELOPER, as defined above, represents that the General Contractor(s) for the construction of facilities described in Exhibit "A" have been fully paid. Further, DEVELOPER represents it will indemnify CITY from all claims of General Contractor(s) as outlined in Paragraph H above.

(3) DEVELOPER, as defined above, represents that in constructing and installing the sewer system referenced in this Agreement, it has complied with all laws, orders and regulations of Federal, State and Municipal authorities and has all licenses or permits which are required for the construction and installation of said system.

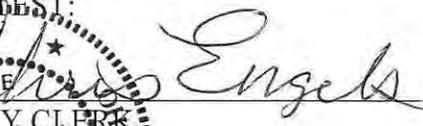
L. Binding Effect. The terms and conditions of this Agreement shall be binding upon all of DEVELOPER'S assigns, or successors in interest to this Agreement.

M. Payments under terms of this agreement are to be made and addressed to: Patagonia Development, LLC; c/o Westpark Company, Inc.; P.O. Box 344; Meridian, Idaho 83680.

IN WITNESS WHEREOF, the parties shall cause this Agreement to be executed by their duly authorized officers, members and/or partners the day and year first above written.

CITY OF KUNA


MAYOR

ATTEST:



PATAGONIA DEVELOPMENT, LLC


Greg Johnson



STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 30th day of August, 2016, before me, a notary public in and for said state, personally appeared Erica Johnson known to be to be the President of PEM Corp. Managers, and the person who subscribed said name to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Amber Huber
Notary Public for Idaho
Residing at Kuna, Idaho
My commission expires: 6/9/21



STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 6th day of September, 2016, before me, the undersigned, personally appeared JOE L. STEAR and Chris Engels Mayor and City Clerk respectively of KUNA CITY, a municipal corporation, known to be to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Ariana Welker
Notary Public for Idaho
Residing at Ada County, Idaho
My commission expires: July 7, 2022

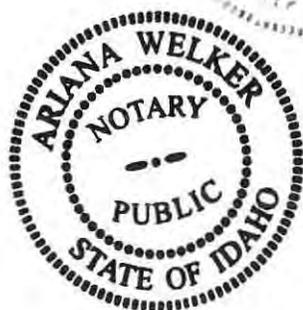
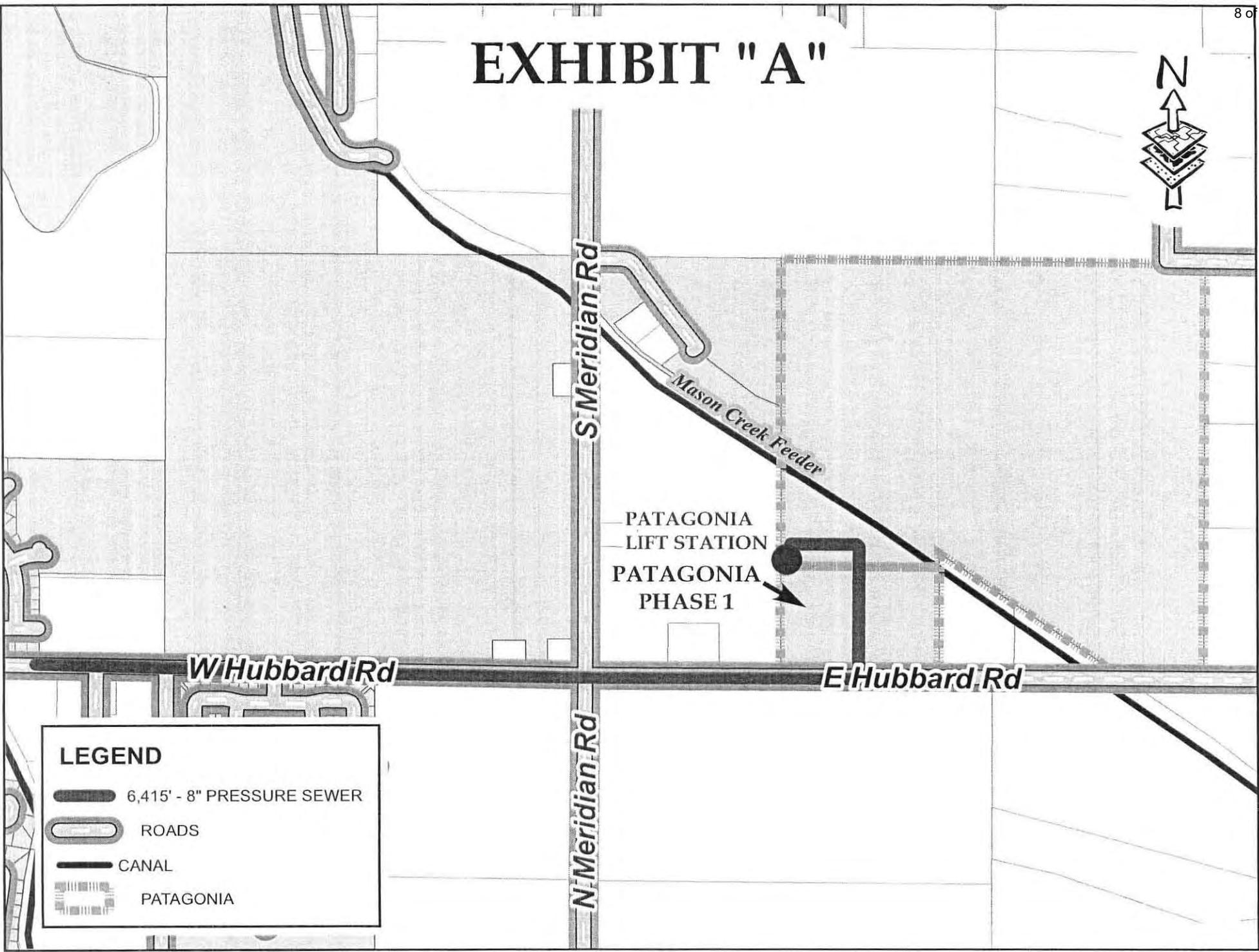


EXHIBIT "A"



S Meridian Rd

N Meridian Rd

W Hubbard Rd

E Hubbard Rd

Mason Creek Feeder

PATAGONIA
LIFT STATION
PATAGONIA
PHASE 1

LEGEND

-  6,415' - 8" PRESSURE SEWER
-  ROADS
-  CANAL
-  PATAGONIA

EXHIBIT "B"**RESOLUTION NO. R02-2014****CITY OF KUNA
CITY SEWER FACILITIES REIMBURSEMENT POLICY - 2014****PURPOSE**

A resolution of the City of Kuna setting forth a reimbursement policy that provides real property owners, developers, and/or the City of Kuna, hereinafter referred to as Sponsoring Developers, a mechanism to seek reimbursement for eligible sewer facilities that exceed the Sponsoring Developer's sewer facilities requirements as provided below. When a Sponsoring Developer, at its own expense and in conformance with the City Sewer System Master Plan or at the direction of the City, constructs an extension of the existing sewer system or constructs oversized sewer facilities determined by the City to be larger than needed to serve the Sponsoring Developer's project, the Sponsoring Developer may be reimbursed to the extent allowed in this policy by entering into a reimbursement agreement with the City. Reimbursement will be for eligible costs of the sewer facilities as described below.

City Sewer Collection Pipelines are classified as follows:

1. Master Plan Interceptor Line (Street Frontage) – A sewer collection main larger than 8 inches, identified in the Master Plan to be part of the major sewer collection network and located in or adjacent to the street right-of-way fronting Sponsoring Developer's property. In this policy, frontage lines are treated as on-site lines.
2. Master Plan Interceptor Line (On-site) – A sewer collection main larger than 8 inches, identified in the Master Plan to be part of the major sewer collection network and located within the Sponsoring Developer's property including lines in or adjacent to the street right-of-way fronting Sponsoring Developer's property.
3. Master Plan Interceptor Line (Off-site) – A sewer collection main larger than 8 inches, identified in the Master Plan to be part of the major sewer collection network and not located on-site or in the street frontage or adjacent to the street right-of-way fronting Sponsoring Developer's property.
4. Non-Master Plan Collection Line (On-site) - A sewer collection main not identified in the Master Plan to be part of the major sewer collection network, located on-site of the Sponsoring Developer's property, and whose principal purpose is to collect waste water from the various points of service within the Sponsoring Developer's property.

5. Non-Master Plan Collection Line (Off-site) – A sewer collection main not identified in the Master Plan to be part of the major sewer collection network and not located on-site or in the street frontage or adjacent to the street right-of-way fronting Sponsoring Developer’s property.
6. Stub Line (On-site) - A sewer collection main located on-site of the Sponsoring Developer’s property, connected to any of the sewer collection mains on-site and extending to the property boundary, beyond the last point of collection for the Sponsoring Developer’s property, and whose principal purpose is to collect waste water from neighboring properties. A stub line is generally constructed at the direction of the City, is generally 8 or 10 inches in diameter and is not a frontage line or Master Plan Interceptor line.

A Sponsoring Developer’s project may be eligible or ineligible for reimbursement according to criteria outlined herein. For instance, a line constructed larger than needed at Sponsoring Developer’s discretion and not at the direction of the City is not eligible for reimbursement.

Each project or development is presumed to benefit from the work of earlier Sponsoring Developers and to have, as a condition for receiving benefit from the existing city sewer system, a “reasonable duty” to add to, enhance, oversize or extend the existing system within certain limits. This “reasonable duty” is not reimbursable. The construction of on-site or off-site facilities beyond this “reasonable duty” is presumed to be eligible for reimbursement to the extent allowed in this policy and as approved by the City.

“Reasonable duty” includes expenses incurred by the Sponsoring Developer from examples that follow:

1. Payment of Connection Fees: Connection fees are remitted at the time of building permit issuance, or in other circumstances, at the time of connection to the system as defined in city resolutions.
2. Master Plan Interceptor Line (On-Site): Construct the diameter specified in the Master Plan, or the nominal diameter needed in reference to Sponsoring Developer’s peak discharge, whichever is larger, at the depth and slope implied in the Master Plan. The Sponsoring Developer’s “reasonable duty” for interceptor line construction is the length of interceptor line needed per development acre, as defined herein.
3. Master Plan Interceptor Line (Off-site): Construct the diameter specified in the Master Plan, or the nominal diameter needed in reference to Sponsoring Developer’s peak discharge, whichever is larger, at the depth and slope implied in the Master Plan. The Sponsoring Developer’s “reasonable duty” for off-site interceptor line construction is the interceptor line needed per development acre less the length of interceptor line on-site, but not less than zero.

4. Non-Master Plan Collection Line (On-site): Construct the line with a diameter of 8 inches as directed by the City, or the nominal diameter needed in reference to Sponsoring Developer's peak discharge, whichever is larger, and which is Sponsoring Developer's "reasonable duty". If the City directs that an on-site non-master plan main line be replaced with a line larger than the "reasonable duty", it will be treated as an On-Site Gravity Sewer Facility for reimbursement purposes.
5. Non-Master Plan Collection Line (Off-site): Construct the line with a diameter of 8 inches, or the nominal diameter needed in reference to Sponsoring Developer's peak discharge, whichever is larger, and which is Sponsoring Developer's "reasonable duty". If the City directs that an off-site non-master plan main line be replaced with a line larger than the "reasonable duty", it will be treated as an Off-Site Gravity Sewer Facility for reimbursement purposes.
6. Stub Line (On-site): Construct the line with a diameter of 8 or 10 inches and at the depth and slope as directed by the City, and which is Sponsoring Developer's "reasonable duty".

DEFINITIONS

1. Interceptor Line Needed: Based on characteristics of development in Kuna; relying on the major sewer collection network defined in the Master Plan; adding for undeveloped land, waste land and other unconnected properties; adding for parks, common areas, right-of-way and other public properties and deducting for connection fees paid in equivalent feet; it requires a net 20 lineal feet of interceptor line per acre to serve the gross acreage of Sponsoring Developer's project.
2. Interceptor Line Needed-Amended: For projects also connecting to pressure irrigation and/or potable water, but which do not construct sufficient trunk line in the other facilities to satisfy the "trunk line needed" obligation in those other facilities, shall have the un-satisfied obligation in the other facilities, factored for relative cost, added to the "interceptor line needed" obligation for the sewer collection system.
3. Line Capacity: The water carrying capacity of a pipeline for purposes of this policy is assumed to be 75% of the discharge computed by Manning's Equation at the minimum slope allowed per the "Ten States Standards". The City Engineer shall maintain a standard chart of pipe capacities.
4. Nominal Diameter Needed: In terms relevant to this policy, the minimum standard pipe diameter (8", 10", 12", 15" and larger) with sufficient transmission capacity to carry the Sponsoring Developer's designated peak discharge.

5. Peak Discharge: In terms relevant to this policy, the Peak Discharge is assumed to be the Average Discharge multiplied by the peaking factor of the City Engineer's standard chart.
6. Property: For purposes of determining whether over-sized lines are on-site, off-site or lie in the frontage and for computing the nominal diameter needed, "Property" of Sponsoring Developer shall include the present project, future phases of the project, and other properties in the vicinity of the over-sized line in which the Sponsoring Developer or his partners, has a property interest. However, once the "interceptor line needed" component of the "reasonable duty" has been satisfied for a parcel, it is not imposed again for subsequent cost recovery agreements.
7. Property in the Vicinity: Property in the same quarter section as the over-sized pipe line, or in the case of over-sized pipe lines fronting section or quarter-section lines, property in the quarter sections on each side, is considered "in the vicinity". In most instances the City will require that interceptor lines are located as contemplated in the City Master Plan.
8. Very Large Interceptor Lines: Interceptor lines larger than a diameter of 15-inches and larger than the nominal diameter needed. In calculating relative cost factor, the ratio of cost per foot for water or pressure irrigation trunk lines to the cost per foot for the minimum diameter of very large interceptor lines shall be used.

CONSTRUCTED SEWER FACILITIES ELIGIBLE FOR REIMBURSEMENT

For sewer facilities to be considered eligible for any reimbursement from the City, the sewer facilities must meet at least one of the following conditions:

1. Off-Site Lines: A sewer collection main extension that lies off-site of the Sponsoring Developer's property and is beyond the "reasonable duty" of Sponsoring Developer's project; or
2. On-Site Lines: A sewer collection main extension that lies within the Sponsoring Developer's property and is beyond the "reasonable duty" of Sponsoring Developer's project; or
3. Deep On-Site Lines: A sewer collection main extension located within the Sponsoring Developer's property, not larger than the minimum nominal diameter needed to serve Sponsoring Developer's project, but required by the City to be deeper than 10-feet and deeper than the depth required to serve Sponsoring Developer's property. The eligible cost for this item may include trench excavation, backfill and rock excavation for the portion of excavation deeper than 10-feet and deeper than the depth required to serve the Sponsoring Developer's

property. Depth of the sewer pipe will be determined from pre-developed ground elevation to the invert elevation of the sewer pipe; or

4. Large On-Site Lines: A sewer main 18 inches in diameter or larger, and larger than needed to serve the Sponsoring Developer's property, may be considered for additional eligible excavation and backfill costs (primarily based on added width of excavation and backfill) not covered under items 2 and 3 above; or
5. Lift Stations: Permanent sewage lift stations required by the City, together with required force mains, and sized to serve areas in addition to Sponsoring Developer's property. Temporary lift stations and/or force mains are not eligible for reimbursement from the City; or
6. Off-Site Easements: Off-site easements required for construction of the above described sewer facilities may also be eligible for reimbursement; or
7. Off-Site Engineering: Engineering services for off-site eligible sewer facilities up to a maximum of 7 percent (7%) of the construction cost of said sewer facilities; or
8. City Construction: When the City constructs sewer collection mains, sewer lift stations and/or force mains using City funds, the City constructed sewer facilities will be eligible for reimbursement to the City as a Sponsoring Developer and in the manner noted herein.

REIMBURSEMENT CONDITIONS

To be eligible for reimbursement, the Sponsoring Developer must, unless otherwise approved by the City, do the following:

1. Sponsoring Developer's project must be annexed into the City; and
2. Design the sewer facilities in accordance with the City's sewer master plan; and
3. Receive at least three bids for the sewer construction and select the lowest responsive bid, unless otherwise approved by the City; and
4. Receive preliminary plat, special use permit or building permit approval from or complete a municipal service agreement with the City for the development being served by the sewer facilities; and
5. Construct the sewer facilities in accordance with the City approved plans and specifications including all lines, diameters and depths directed by the City; and
6. Lawfully dedicate the sewer system facilities and any necessary easements to the City.

AMOUNT OF REIMBURSEMENT

1. *Off-Site Gravity Sewer Facilities:* The amount of Eligible Reimbursement available to the Sponsoring Developer for eligible off-site sewer collection main extensions beyond the “reasonable duty” shall be based upon a proportional amount of the costs to design and construct the facility computed from the ratio of the capacity of the nominal diameter needed by the Sponsoring Developer’s project to 75% of the capacity of the diameter provided.
2. *On-Site Gravity Sewer Facilities:* The amount of Eligible Reimbursement available to the Sponsoring Developer for eligible on-site sewer collection main extensions beyond the size and/or depth of the “reasonable duty”, shall be based upon an amount computed as the difference between the cost to design and construct the pipe size of the “reasonable duty” and the cost to design and construct the pipe size provided.
3. *Permanent Lift Stations and Force Mains:* The amount of Eligible Reimbursement available to the Sponsoring Developer for eligible lift stations and force mains beyond the “reasonable duty” shall be based upon a proportional amount of the costs to design and construct the facility computed from the ratio of the capacity of the “reasonable duty” of the Sponsoring Developer’s project to 75% of the capacity of the facility provided.
4. *Interest Adjustment:* The Sponsoring Developer’s eligible reimbursement amount, as determined by items 1 through 3 above, may be increased by the amount of interest that would be accrued using 4% interest on a linear declining balance over a 10 year period.

FINANCING SEWER FACILITIES

The City will generate revenue for financing sewer facilities reimbursement agreements by assessing each equivalent dwelling unit (EDU) a Sewer Interceptor Fee (SIF) at or before issuance of a building permit. The amount of this SIF per EDU will be established by City Council resolution. The City will review the SIF amount each year and may make adjustments annually as deemed necessary to cover sewer facility reimbursement costs.

REIMBURSEMENT AGREEMENTS AND METHODS OF REIMBURSEMENT

1. A Reimbursement Agreement entered into between the City and the Sponsoring Developer is a requirement for receiving reimbursement and shall provide Sponsoring Developers the opportunity to receive up to a maximum of ten (10) consecutive annual reimbursement payments. The Reimbursement Agreement shall be entered into within one hundred eighty (180) days after completion of the project.

2. City sponsored extensions and expansions are presumed to exclusively benefit existing and future users and the public in general. As a Sponsoring Developer, the City is not required to enter into an agreement with itself, is not limited in number of annual payments and the costs of its projects are fully reimbursable and not subject to reductions in reimbursement by proportional usage or the "reasonable duty" defined herein. The City is subject, in its annual reimbursements, to the annual distribution percentages defined herein.
3. No Reimbursement Agreement shall reimburse Sponsoring Developers for construction costs that exceed the eligible reimbursement amount.
4. The City will retain 10% of the collected SIF for administration and developer support. This 10% fee will not reduce the Sponsoring Developers eligible reimbursement dollar amount - only the amount of funds each year available for reimbursement to the Sponsoring Developer(s).
5. The Reimbursement Agreement will terminate when the sooner of either occurs: the Sponsoring Developer has been fully reimbursed the agreed upon reimbursement amount at or prior to the end of the term of the agreement, or the City has tendered the tenth (10th) annual payment whether or not the eligible reimbursement amount is paid in full. In no event shall the Reimbursement Agreement be extended beyond the initial term.
6. The City will collect SIF from all entities that connect to and utilize the City's sewer facilities in conformance with adopted City policies. The portion of the SIF dedicated for reimbursement to Sponsoring Developers shall be reimbursed annually less the retained ten percent (10%) administration cost. Reimbursement payments, therefore, will be made on an annual basis only up to the amount of the SIF collected for sewer reimbursement and, in the proportions as defined below to each Sponsoring Developer.
7. The portion of the SIF dedicated for reimbursement that is collected annually will be reimbursed and distributed to Sponsoring Developers annually, based on the percent of each Sponsoring Developer's initial Total Eligible Reimbursement amount is to the combined initial Total Eligible Reimbursement amount of all Developer Sponsored Eligible Facilities for that reimbursement year. The Sponsoring Developer's initial Total Eligible Reimbursement will not vary from year-to-year until retired but the Sponsoring Developer's percentage will vary as the combined initial Total Eligible Reimbursement amounts change from year-to-year.

Reimbursements will only be distributed for ten (10) annual payments after final acceptance of the Eligible Facility. Depending on the SIF collected within the ten-year period, the Total Eligible Cost may or may not be reimbursed. Also reimbursement to each Sponsoring Developer will not exceed his/her Total

Eligible Reimbursement amount. Eligible Facilities completed on or before August 31st will first become eligible for reimbursement funds on or after September 1st the following year.

8. If in any year a Sponsoring Developer's claim is satisfied with a partial payment, the dedicated portion of the SIF for that year shall be reduced by the partial payment and the remainder shall be distributed to the remaining Sponsoring Developers without further consideration of the satisfied claim.

Adopted by the City of Kuna this 21st day of January, 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

EXHIBIT "C"

PATAGONIA LIFT STATION COST RECOVERY SUMMARY

Lift Station Oversized	
Total Recoverable Project Cost	\$ 542,557.98
Interest (4%)	\$ 119,362.76
TOTAL COST	\$ 661,920.73

EXHIBIT "C"

REASONABLE DUTY - RECOVERY PERCENTAGE

REASONABLE DUTY

Acreage in Phase 1	15.4 acres
Acreage in Later Phases (Not applicable)	0 acres
Interceptor Line Needed per Acre	20 LF
Reasonable Duty	308 LF
Interceptor Line Constructed	1336 LF
Net Length Reimbursible	1028 LF

RECOVERY PERCENTAGE

Project EDUs	470 EDUs
Lift Station Design EDUs	1500 EDUs
Recovery Percentage per Policy	68.67 %
$p = (1 - (A_1/A_2)) * 100$	



CITY OF KUNA

P.O. BOX 13

KUNA, ID 83634

www.kunacity.id.gov

Phone: (208) 577-8794

Email: bbachman@kunaid.gov

Bob Bachman, BOC 1, IBC

Public Works Director

City of Kuna

MEMORANDUM

To: Accounts Payable

From: Bob Bachman
Public Works Director

RE: Patagonia Development Reimbursement Payment
PO Box 344
Meridian, ID 83680
Patagonia No. 1 PI Pump Station

Date: August 30, 2018

Please prepare a reimbursement payment as follows:

To: PATAGONIA DEVELOPMENT, LLC
 Re: PI PUMP STATION PROJECT REIMBURSEMENT AGREEMENT
 Amount: \$30,750.46
 Account: 05-6307

This reimbursement includes all eligible payments through August 30, 2018. Payment history is shown below for reference:

REIMBURSEMENT ACTIVITY

ITEM	DATE	REIMBURSEMENT PAID	BALANCE
Initial total eligible reimbursement	9/6/2016	\$0.00	\$345,826.45
Reimbursement	9/1/2017	\$78,072.33	\$267,754.12
Reimbursement	9/1/2018	\$30,750.46	\$237,003.66

**RESOLUTION NO. R59-2018
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE CITY TREASURER TO PAY PATAGONIA DEVELOPMENT, LLC. THE AMOUNT OF \$30,750.46 FOR REIMBURSEMENT PURSUANT TO THE TERMS OF THE PRESSURE IRRIGATION PUMP STATION REIMBURSEMENT AGREEMENT.

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

Section 1. The City of Kuna, Idaho and the Developer entered into a reimbursement agreement, as approved by the City Council pursuant to resolution R59-2016 dated September 6, 2016.

Section 2. The amount due to Patagonia Development, LLC, as calculated pursuant to the terms of the reimbursement agreement is \$30,750.46 as attached hereto as EXHIBIT A, and therefore the City of Kuna, Idaho's Treasurer is authorized to pay Patagonia Development, LLC. the sum of \$30,750.46.

PASSED BY THE COUNCIL of Kuna, Idaho this 6th day of September 2018.

APPROVED BY THE MAYOR of Kuna, Idaho this 6th day of September 2018.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

RESOLUTION NO. R59-2016

RESOLUTION AUTHORIZING EXECUTION OF A REIMBURSEMENT AGREEMENT IN THE AMOUNT OF \$345,826.45 WITH PATAGONIA DEVELOPMENT, LLC.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Mayor and Clerk of said city are hereby authorized to execute that certain Agreement titled "Reimbursement Agreement – Patagonia No. 1 Pressure Irrigation Pump Station Project" regarding cost recovery for construction of irrigation pump station facilities related to said project and in the amount of three hundred forty-five thousand eight hundred twenty-six dollars and forty-five cents (\$345,826.45); by and between said city and PATAGONIA DEVELOPMENT, LLC; upon completion of all punch list items; which Agreement is attached hereto, and made a part hereof, as if set forth in full.

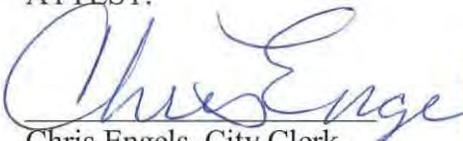
PASSED BY THE COUNCIL of Kuna this 6th day of September, 2016.

APPROVED BY THE MAYOR of Kuna this 6th day of September, 2016.



Joe L. Stear, Mayor

ATTEST:


Chris Engels, City Clerk



REIMBURSEMENT AGREEMENT

Patagonia No. 1 Pressure Irrigation Pump Station Project

THIS AGREEMENT made this ____ day of _____ 2016, by and between the CITY OF KUNA, a municipal corporation, hereinafter called CITY, and PATAGONIA DEVELOPMENT, LLC, hereinafter called DEVELOPER:

WITNESSETH:

WHEREAS, CITY has prepared, adopted and updated a Kuna Pressure Irrigation System Master Plan to guide the sizing, elevation and location of pressure irrigation system facility extensions; and

WHEREAS, on January 21, 2014 CITY adopted Resolution Number R10-2014 outlining the Pressure Irrigation Facilities Reimbursement Policy for pressure irrigation facilities construction conforming to the Kuna Pressure Irrigation System Master Plan; and

WHEREAS, in implementing the updated Kuna Pressure Irrigation System Master Plan, it is the further declared policy of CITY to extend the Kuna City Pressure Irrigation System to areas inside the corporate limits of CITY not now served by a pressure irrigation system, subject to the owner of property in such areas being bound by and complying with all ordinances of CITY and all rules and regulations promulgated by CITY now in effect or hereinafter to be enacted; and

WHEREAS, DEVELOPER did construct a pressure irrigation pump station system to the property known as, Patagonia Subdivision No. 1 Project, as shown on Exhibit "A," and has requested reimbursement for certain portions of the pressure irrigation pump station system; and

WHEREAS, the constructed facilities are now included as a component of the CITY system and are now utilized by said CITY for their intended purpose; and

WHEREAS, CITY upon recommendation of the City Engineer, accepts and approves the proposal of DEVELOPER for reimbursement, subject to all the conditions hereinafter provided by this Agreement.

NOW THEREFORE, in consideration of the foregoing premises, it is agreed:

A. Preparation of Plans. DEVELOPER did cause to be prepared plans and specifications, drawings, instructions, bid proposal and all other contract documents for the construction and installation of the pressure irrigation pump station system, shown on Exhibit "A," including rights-of-way, grades and elevation, and materials to be used in the construction and installation of said pressure irrigation pump station system.

B. Construction of Pressure Irrigation Pump Station System.

(1) DEVELOPER did install, construct and erect the pressure irrigation pump station system and appurtenances as shown on Exhibit "A," subject to the conditions hereinafter provided.

(2) DEVELOPER did provide all engineering and surveying and contract administration for the construction of the pressure irrigation pump station system described on Exhibit "A."

(3) DEVELOPER did satisfactorily complete the project in conformance with approved plans and did provide evidence bills of the general contractor and engineer have been paid.

C. Reimbursement to DEVELOPER. In recognition of the fact that DEVELOPER did install, construct and erect a pressure irrigation pump station system as shown on Exhibit "A" for the amounts shown in Exhibit "C", CITY shall reimburse to DEVELOPER, as directed in Paragraph M herein, up to three hundred forty-five thousand eight hundred twenty-six dollars and forty-five cents (\$345,826.45). Reimbursement shall be provided from the funds and in the manner described in the City of Kuna Pressure Irrigation Facilities Reimbursement Policy attached hereto as Exhibit "B".

D. Audit Period. CITY will make an audit of this agreement on an annual basis in conformance with the Reimbursement Policy of said CITY, and refund applicable Water and Pressure Irrigation Supply connection fees collected during the audit period.

E. Term of Agreement. The audit and payment of reimbursement shall be for a period not to exceed ten (10) annual payments in conformance with the Reimbursement Policy of said CITY or until such time as reimbursement has been fully paid, whichever comes first.

F. Cost of Pressure Irrigation Lines on DEVELOPER'S Property. All costs and expenses, including the construction, engineering, advertising, clerical, legal and licenses and permits which were required for the construction and installation of the pressure irrigation system upon and within DEVELOPER'S property not eligible for reimbursement as defined in the Reimbursement Policy, shall be at DEVELOPER'S sole expense.

G. Compliance with Laws. Upon connection to pressure irrigation, DEVELOPER agrees to abide by all applicable Kuna City laws, rules and regulations pertaining to pressure irrigation systems.

H. Indemnification and Insurance. DEVELOPER shall indemnify and save and hold harmless CITY from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by DEVELOPER related to the design, construction and otherwise providing of the facilities described in paragraphs B.1, B.2 and B.3, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of CITY or its employees.

I. No Assignment. DEVELOPER shall not assign any portion of this Agreement or any privilege hereunder, either voluntarily or involuntarily, without the prior written consent of CITY, which consent shall not be unreasonably withheld.

J. Definition of DEVELOPER'S Property. The term "DEVELOPER'S PROPERTY" in this Agreement shall mean the parcels described on Exhibit "A" attached hereto.

K. Representations.

(1) DEVELOPER, as defined above, represents that it is the only bona fide claimant to the reimbursements referenced in this agreement. Further, DEVELOPER represents it will indemnify CITY from all other claims as outlined in Paragraph H above.

(2) DEVELOPER, as defined above, represents that the General Contractor(s) for the construction of facilities described in Exhibit "A" have been fully paid. Further, DEVELOPER represents it will indemnify CITY from all claims of General Contractor(s) as outlined in Paragraph H above.

(3) DEVELOPER, as defined above, represents that in constructing and installing the pressure irrigation pump station system referenced in this Agreement, it has complied with all laws, orders and regulations of Federal, State and Municipal authorities and has all licenses or permits which are required for the construction and installation of said system.

L. Binding Effect. The terms and conditions of this Agreement shall be binding upon all of DEVELOPER'S assigns, or successors in interest to this Agreement.

M. Payments under terms of this agreement are to be made and addressed to: Patagonia Development, LLC; c/o Westpark Company, Inc.; P.O. Box 344; Meridian, Idaho 83680.

IN WITNESS WHEREOF, the parties shall cause this Agreement to be executed by their duly authorized officers, members and/or partners the day and year first above written.

CITY OF KUNA

[Signature]
MAYOR

ATTEST:

[Signature]
CITY CLERK



PATAGONIA DEVELOPMENT, LLC

[Signature]
Greg Johnson

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 29th day of August, 2016, before me, a notary public in and for said state, personally appeared Greg Johnson known to be to be the President of PEM Corp, Manager, and the person who subscribed said name to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

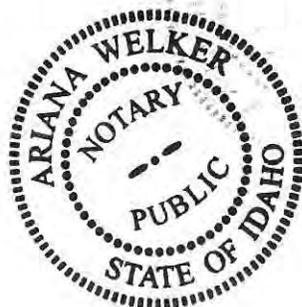


Amber Huber
Notary Public for Idaho
Residing at Kuna, Idaho
My commission expires: 6/9/21

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

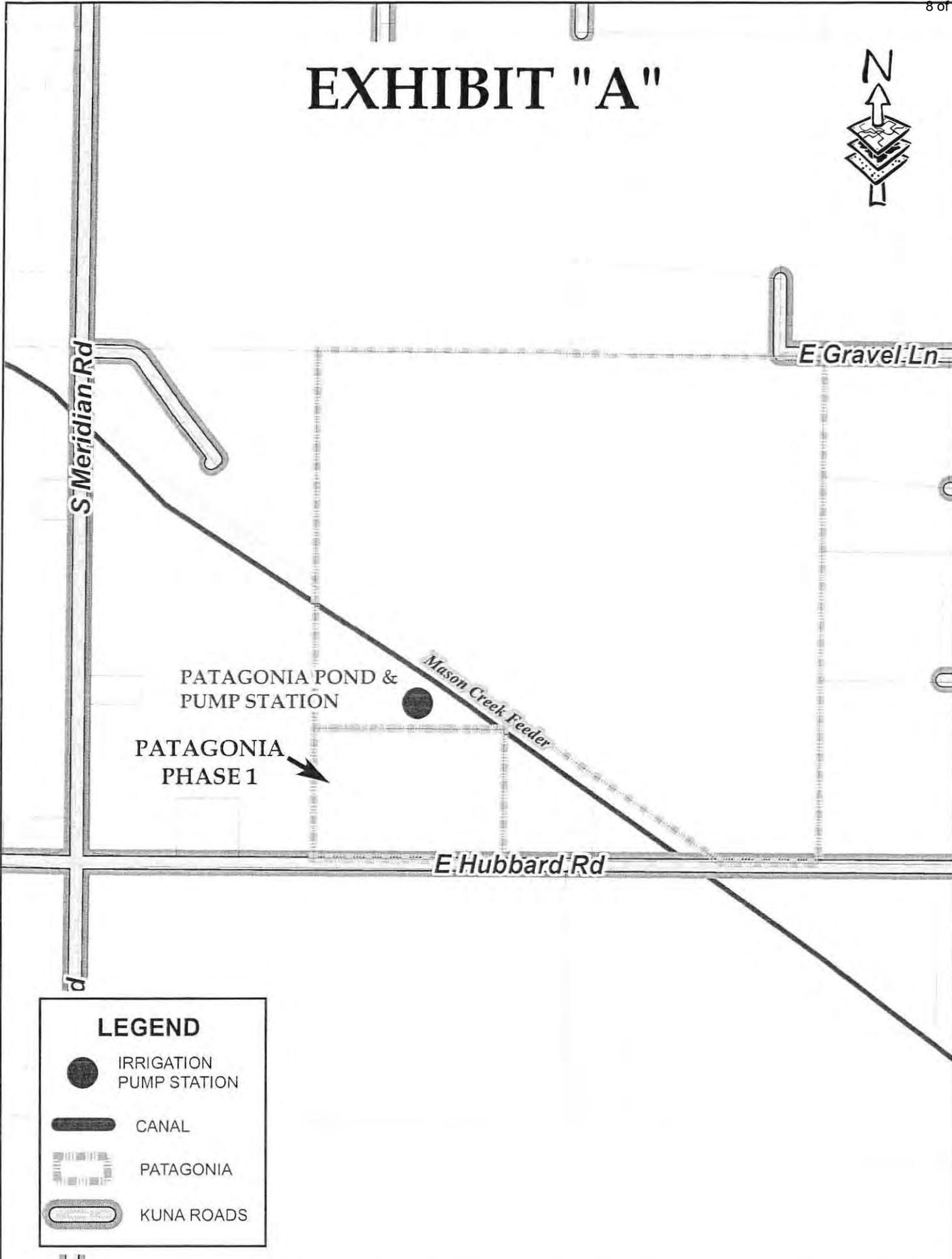
On this 6th day of September, 2016, before me, the undersigned, personally appeared JOE L. STEAR and Chris Engels Mayor and City Clerk respectively of KUNA CITY, a municipal corporation, known to be to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Ariana Welker
Notary Public for Idaho
Residing at Ada County, Idaho
My commission expires: July 7, 2022

EXHIBIT "A"



LEGEND

-  IRRIGATION PUMP STATION
-  CANAL
-  PATAGONIA
-  KUNA ROADS

EXHIBIT "B"

RESOLUTION NO. _____

**CITY OF KUNA
PRESSURE IRRIGATION FACILITIES REIMBURSEMENT POLICY****PURPOSE**

A resolution of the City of Kuna setting forth a reimbursement policy that provides real property owners, developers, and/or the City of Kuna, hereinafter referred to as Sponsoring Developers, a mechanism to seek reimbursement for eligible pressure irrigation facilities that exceed the Sponsoring Developer's pressure irrigation facilities requirements as provided below. When a Sponsoring Developer, at its own expense and in conformance with the City Pressure Irrigation System Master Plan or at the direction of the City, constructs an extension of the existing Pressure Irrigation system or constructs oversized pressure irrigation facilities determined by the City to be larger than needed to serve Sponsoring Developer's project, the Sponsoring Developer may be reimbursed to the extent allowed in this policy by entering into a reimbursement agreement with the City. Reimbursement will be for eligible costs of the pressure irrigation facilities as described below.

City Pressure Irrigation Pipelines are classified as follows:

1. Master Plan Trunk Line (Street Frontage) – A pressure irrigation main, 8 inches or larger, identified in the Master Plan to be part of the major distribution grid and located in or adjacent to the street right-of-way fronting Sponsoring Developer's property. In this policy, frontage lines are treated as on-site lines.
2. Master Plan Trunk Line (On-site) – A pressure irrigation main, 8 inches or larger, identified in the Master Plan to be part of the major distribution grid and located within the Sponsoring Developer's property including lines in or adjacent to the street right-of-way fronting Sponsoring Developer's property.
3. Master Plan Trunk Line (Off-site) – A pressure irrigation main, 8 inches or larger, identified in the Master Plan to be part of the major distribution grid and not located on-site or in the street frontage or adjacent to the street right-of-way fronting Sponsoring Developer's property.
4. Looping Line (On-site) – A pressure irrigation main line required in City Standards, and with the diameter specified in said standards, whose purpose is to preserve circulation capability to serve Sponsoring Developer's property and adjacent properties, and located on-site but not in or adjacent to the street right-of-way fronting Sponsoring Developer's property.

5. Non-Master Plan Line (Off-site) – A pressure irrigation main line not identified in the Master Plan to be part of the major distribution grid and not located on-site or in the street frontage or adjacent to the street right-of-way fronting Sponsoring Developer’s property.
6. Distribution Line (On-site) - A pressure irrigation main line not identified in the Master Plan to be part of the major distribution grid and not a looping line, located on-site of the Sponsoring Developer’s property, and whose principal purpose is to deliver water to the various points of service within the Sponsoring Developer’s property.
7. Stub Line (On-site) - A pressure irrigation main line located on-site of the Sponsoring Developer’s property, connected to any of the main lines on-site and extending to the property boundary, beyond the last point of delivery for the Sponsoring Developer’s property, and whose principal purpose is to deliver water to neighboring properties. A stub line is generally constructed at the direction of the City, is generally 8 inches in diameter or smaller and is not a frontage line, looping line or Master Plan line.

A Sponsoring Developer’s project may be eligible or ineligible for reimbursement according to criteria outlined herein. For instance, a line constructed larger than needed at Sponsoring Developer’s discretion and not at the direction of the City is not eligible for reimbursement.

Each project or development is presumed to benefit from the work of earlier Sponsoring Developers and to have, as a condition for receiving benefit from the existing city sewer system, a “reasonable duty” to add to, enhance, oversize or extend the existing system within certain limits. This “reasonable duty” is not reimbursable. The construction of on-site or off-site facilities beyond this “reasonable duty” is presumed to be eligible for reimbursement to the extent allowed in this policy and as approved by the City.

“Reasonable duty” includes expenses incurred by the Sponsoring Developer from examples that follow:

1. Payment of Connection Fees: Connection fees are remitted at the time of building permit issuance, or in other circumstances, at the time of connection to the system as defined in city resolutions.
2. Master Plan Trunk Line (On-Site): Construct the diameter specified in the Master Plan, or the nominal diameter needed in reference to Sponsoring Developer’s peak demand, whichever is larger. The Sponsoring Developer’s “reasonable duty” for trunk line construction is the length of trunk line needed per development acre, as defined herein.
3. Master Plan Trunk Line (Off-site): Construct the diameter specified in the Master Plan, or the nominal diameter needed in reference to Sponsoring Developer’s peak demand, whichever is larger. The Sponsoring Developer’s “reasonable duty” for off-site trunk line construction is the trunk line needed per development acre less the length of trunk line on-site but not less than zero.

4. Looping Line (On-site): Construct the diameter specified in the City Standards, or the nominal diameter needed in reference to twice the Sponsoring Developer's peak demand, whichever is larger, and which is Sponsoring Developer's "reasonable duty". If the City directs that a looping line be replaced with a trunk line, it will be treated as an on-site Master Plan Trunk Line for reimbursement purposes.
5. Non-Master Plan Line (Off-site): Construct the line with a diameter of 4 inches, or the nominal diameter needed in reference to Sponsoring Developer's peak demand, whichever is larger, and which is Sponsoring Developer's "reasonable duty". If the City directs that an off-site non-master plan main line be replaced with a trunk line, it will be treated as an off-site Master Plan Trunk Line for reimbursement purposes.
6. Distribution Line (On-site): Construct the line with a diameter of 3 inches, or the nominal diameter needed in reference to Sponsoring Developer's peak demand, whichever is larger, and which is Sponsoring Developer's "reasonable duty".
7. Stub Line (On-site): Construct the line with a diameter up to 8 inches as directed by the City, and which is Sponsoring Developer's "reasonable duty".

DEFINITIONS

1. Line Capacity: The water carrying capacity of a pipeline based on pressure drop of 0.0037 psi per foot of line length.
2. Nominal Diameter Needed: In terms relevant to this policy, the minimum standard pipe diameter (3", 4", 6", 8", 10" and 12") with sufficient transmission capacity to carry the Sponsoring Developer's designated peak demand.
3. Peak Demand: In terms relevant to this policy, the Peak Demand is assumed to be the Peak Hour Demand referred to in City Standards. The Peak Hour Demand per typical lot is 15 gpm for a 3-inch main but decreases to 7.5 gpm/typical lot for a 12-inch main. In no case may a main line diameter be less than 3 inches, regardless of computed demand. A typical residential lot is 10,000 SF of total area or less. A typical commercial lot is 7,000 SF of landscaped area or less.
4. Property: For purposes of determining whether over-sized lines are on-site, off-site or lie in the frontage and for computing the nominal diameter needed, "Property" of Sponsoring Developer shall include the present project, future phases of the project, and other properties in the vicinity of the over-sized line in which the Sponsoring Developer or his partners has a property interest. However, once the "trunk line needed" component of the "reasonable duty" has been satisfied for a parcel, it is not imposed again for subsequent cost recovery agreements.
5. Property in the Vicinity: Property adjacent or in the same quarter section as the over-sized pipe line, or in the case of over-sized pipe lines fronting section or quarter-section lines, property in the quarter sections on each side, is considered "in the vicinity". In

most instances the City will require that trunk lines are located along section and quarter-section lines as contemplated in the City Master Plan.

6. **Trunk Line Needed:** Based on characteristics of development in Kuna; relying on the ½ mile trunk line grid in the Master Plan; adding for undeveloped land, waste land and other unconnected properties; adding for parks, common areas and other public properties; and deducting for connection fees paid in equivalent feet; it requires an average of 33 lineal feet of trunk line to serve the gross acreage of Sponsoring Developer's project.
7. **Trunk Line Needed-Amended:** For projects also connecting to potable water and/or sewer, but which do not construct sufficient trunk line in the other facilities to satisfy the "trunk line needed" obligation in those other facilities, shall have the un-satisfied obligation in the other facilities, factored for relative cost, added to the "trunk line needed" obligation for the pressure irrigation system.

CONSTRUCTED PRESSURE IRRIGATION FACILITIES ELIGIBLE FOR REIMBURSEMENT

For pressure irrigation facilities to be considered eligible for any reimbursement from the City, the pressure irrigation facilities must meet at least one of the following conditions:

1. **Off-Site Lines:** A pressure irrigation main extension that lies off-site the Sponsoring Developer's property and is beyond the "reasonable duty" of Sponsoring Developer's project; or
2. **On-Site Lines:** A pressure irrigation main extension that lies within the Sponsoring Developer's property and is beyond the "reasonable duty" of Sponsoring Developer's project; or
3. **Off-Site Easements:** Off-site easements required for construction of the above described eligible off-site pressure irrigation facilities may also be eligible for reimbursement; or
4. **Off-Site Engineering:** Engineering services for off-site eligible pressure irrigation facilities up to a maximum of 7 percent (7%) of the construction cost of said pressure irrigation facilities; or
5. **Supply Facilities:** Any new irrigation supply facilities, as distinguished from transmission facilities, whether completely new facilities or facility upgrades. The facility's costs may include wells, pumps and controls, standby power, storage ponds, booster station, SCADA controls and any other irrigation supply facilities approved by the City. Irrigation supply facilities will be reimbursed from the Irrigation Supply portion of Connection Fees using similar distribution methodology described herein; or
6. **City Construction:** When the City constructs extensions or replacements of pressure irrigation lines of any diameter using City funds, the City constructed pressure irrigation

facilities will be eligible for reimbursement to the City as a Sponsoring Developer and in the manner noted herein.

REIMBURSEMENT CONDITIONS

To be eligible for reimbursement, the Sponsoring Developer must, unless otherwise approved by the City, do the following:

1. Sponsoring Developer's project must be annexed into the City; and
2. Design the pressure irrigation facilities in accordance with the City's pressure irrigation master plan; and
3. Receive at least three bids for the pressure irrigation system construction and select the lowest responsive bid, unless otherwise approved by the City; and
4. Receive preliminary plat, special use permit or building permit approval from or complete a municipal service agreement with the City for the development being served by the pressure irrigation facilities; and
5. Construct the pressure irrigation facilities in accordance with the City approved plans and specifications including all lines and diameters directed by the City; and
6. Lawfully dedicate the pressure irrigation system facilities and any necessary easements to the City.

AMOUNT OF REIMBURSEMENT

1. Off-Site Pressure Irrigation Facilities: The amount of Eligible Reimbursement available to the Sponsoring Developer for eligible off-site pressure irrigation extensions beyond the "reasonable duty" shall be based upon a proportional amount of the costs to design and construct the facility computed from the ratio of the capacity of the nominal diameter needed by the Sponsoring Developer's project to 75% of the capacity of the diameter provided.
2. On-Site Pressure Irrigation Facilities: The amount of Eligible Reimbursement available to the Sponsoring Developer for eligible on-site pressure irrigation pipelines beyond the size of the "reasonable duty", shall be based upon an amount computed as the difference between the cost to design and construct the pipe size of the "reasonable duty" and the cost to design and construct the pipe size provided.
3. Interest Adjustment: The Sponsoring Developer's Eligible Reimbursement amount, as determined by items 1 through 2 above, may be increased by the amount of interest that would be accrued using 4% interest on a linear declining balance over a 10 year period.

FINANCING PRESSURE IRRIGATION FACILITIES

The City will generate revenue for financing Pressure Irrigation main pipeline facilities reimbursement agreements by assessing each equivalent dwelling unit (EDU) a Pressure Irrigation Main Line Fee (PIMLF), also known as Trunk Line Connection Fee, at time of connection or upon issuance of a building permit. The amount of this PIMLF will be established by City Council resolution. The City will review the PIMLF amount each year and may make adjustments annually as deemed necessary to cover pressure irrigation main line reimbursement costs.

REIMBURSEMENT AGREEMENTS AND METHODS OF REIMBURSEMENT

1. A Reimbursement Agreement entered into between the City and the Sponsoring Developer is a requirement for receiving reimbursement and shall provide the Sponsoring Developers the opportunity to receive a maximum of ten (10) consecutive annual reimbursement payments. The Reimbursement Agreement shall be entered into within one hundred eighty (180) days after completion of the project.
2. City sponsored extensions and expansions are presumed to exclusively benefit existing and future users and the public in general. As a Sponsoring Developer, the City is not required to enter into an agreement with itself, is not limited in number of annual payments and the costs of its projects are fully reimbursable and not subject to reductions in reimbursement by proportional usage or the "reasonable duty" defined herein. The City is subject, in its annual reimbursements, to the annual distribution percentages defined herein.
3. No reimbursement agreement shall reimburse Sponsoring Developers for construction costs that exceed the eligible reimbursement amount.
4. The City will retain 10% of the collected PIMLF for administration and developer support. This 10% fee will not reduce the Sponsoring Developers Eligible Reimbursement amount - only the amount of funds each year available for reimbursement to the Sponsoring Developer(s).
5. The Reimbursement Agreement will terminate when the sooner of either occurs: the Sponsoring Developer has been fully reimbursed the agreed upon reimbursement amount at or prior to the end of the term of the agreement, or the City has tendered the tenth (10th) annual payment whether or not the eligible reimbursement amount is paid in full. In no event shall the Reimbursement Agreement be extended beyond the initial term.
6. The City will collect the PIMLF from all entities that connect to and utilize the City's Pressure Irrigation facilities in conformance with adopted City policies. The portion of the PIMLF dedicated for reimbursement to Sponsoring Developers shall be reimbursed annually less the retained ten percent (10%) administration cost. Reimbursement payments, therefore, will be made on an annual basis but limited to the amount of the

PIMLF collected for pressure irrigation reimbursement and, in the proportions as defined below to each Sponsoring Developer.

7. The portion of the PIMLF dedicated for reimbursement that is collected annually from Pressure Irrigation connections will be reimbursed and distributed to Sponsoring Developers annually, based on the percent each Sponsoring Developer's initial Eligible Reimbursement amount is to the summed Total Eligible Reimbursement amount of all eligible Sponsoring Developers for that reimbursement year. The Sponsoring Developer's initial Total Eligible Reimbursement will not vary from year-to-year until retired but the Sponsoring Developer's percentage will vary as the combined initial Total Eligible Reimbursement amounts change from year-to-year.

Reimbursements will only be distributed for ten (10) annual payments after final acceptance of the Eligible Facility. Depending on the PIMLF collected within the ten-year Agreement period, and the number of claimants to those Fees, the Eligible Reimbursement amount may or may not be fully reimbursed. Also reimbursement to each Sponsoring Developer will not exceed his/her Total Eligible Reimbursement amount. Reimbursement Agreements or City sponsored projects completed on or before August 31st of one year will become eligible for the first payment of reimbursement funds on September 1st the following year.

8. If in any year a Sponsoring Developer's claim is satisfied with a partial payment, the dedicated portion of the PIMLF for that year shall be reduced by the partial payment and the remainder shall be distributed to the remaining Sponsoring Developers without further consideration of the satisfied claim.

Adopted by the City of Kuna this 21st day of January, 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

EXHIBIT "C"

PATAGONIA PIRR PUMP STATION COST RECOVERY SUMMARY

PIRR Station Oversized	
Total Recoverable Project Cost	\$ 283,464.31
Interest (4%)	\$ 62,362.15
TOTAL COST	\$ 345,826.45

EXHIBIT "C"**REASONABLE DUTY - RECOVERY PERCENTAGE****REASONABLE DUTY**

Acreage in Phase 1	15.4 acres
Acreage in Later Phases (Not Applicable)	0 acres
Interceptor Line Needed per Acre	33 LF
Reasonable Duty	508 LF
Interceptor Line Constructed	2025 LF
Net Length Reimbursible	1517 LF

RECOVERY PERCENTAGE

Project Acreage	150 acres
Pump Station Service Area	640 acres
Recovery Percentage per Policy	76.56 %
$p = (1 - (A_1/A_2)) * 100$	



CITY OF KUNA

P.O. BOX 13

KUNA, ID 83634

www.kunacity.id.gov

Phone: (208) 577-8794

Email: bbachman@kunaid.gov

Bob Bachman, BOC 1, IBC
Public Works Director
City of Kuna

MEMORANDUM

To: Accounts Payable

From: Bob Bachman
Public Works Director

RE: Ensign Development Group, LLC Reimbursement Payment
2694 North. 920 East
North Logan, UT 84341
Ensign No. 1 Water Trunk Project

Date: August 30, 2018

Please prepare a reimbursement payment as follows:

To: Ensign Development Group, LLC
Re: WATER TRUNK PROJECT REIMBURSEMENT AGREEMENT
Amount: \$28,596.92
Account: 05-6305

This reimbursement includes all eligible payments through August 30, 2018. Payment history is shown below for reference:

REIMBURSEMENT ACTIVITY

ITEM	DATE	REIMBURSEMENT PAID	BALANCE
Initial total eligible reimbursement	7/5/2017	\$0.00	\$28,596.92
Reimbursement	9/1/2018	\$28,596.92	\$0.00

**RESOLUTION NO. R60-2018
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE CITY TREASURER TO PAY ENSIGN DEVELOPMENT GROUP, LLC. THE AMOUNT OF \$28,596.92 FOR REIMBURSEMENT PURSUANT TO THE TERMS OF THE WATER TRUNK REIMBURSEMENT AGREEMENT.

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

Section 1. The City of Kuna, Idaho and the Developer entered into a reimbursement agreement, as approved by the City Council pursuant to resolution R48-2017 dated July 5, 2017.

Section 2. The amount due to Ensign Development Group, LLC, as calculated pursuant to the terms of the reimbursement agreement is \$28,596.92 as attached hereto as EXHIBIT A, and therefore the City of Kuna, Idaho's Treasurer is authorized to pay Ensign Development Group, LLC. the sum of \$28,596.92.

PASSED BY THE COUNCIL of Kuna, Idaho this 4th day of September, 2018.

APPROVED BY THE MAYOR of Kuna, Idaho this 4th day of September, 2018.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

**RESOLUTION NO. R48-2017
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE EXECUTION OF THE REIMBURSEMENT AGREEMENT WITH ENSIGN DEVELOPMENT GROUP, LLC. IN THE AMOUNT OF \$2,866.58.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Mayor is hereby authorized to execute, and the Clerk is hereby authorized to attest to the Agreement titled "Reimbursement Agreement – Ensign No. 1 Pressure Irrigation Trunk Project" regarding the cost recovery for construction of an oversized pressure irrigation trunk line related to said project and in the amount of two thousand eight hundred sixty-six dollars and fifty-eight cents (\$2,866.58) by and between the City and Ensign Development Group, LLC., which Agreement is attached hereto, and made a part hereof, as if set forth in full.

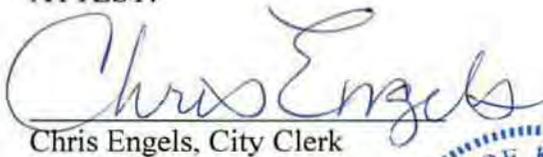
PASSED BY THE COUNCIL of Kuna this 5th day of July, 2017.

APPROVED BY THE MAYOR of Kuna this 5th day of July, 2017.



Joe L. Stear, Mayor

ATTEST:


Chris Engels, City Clerk



REIMBURSEMENT AGREEMENT
Ensign No. 1 Pressure Irrigation Trunk Project

THIS AGREEMENT made this 17 day of July 2017, by and between the CITY OF KUNA, a municipal corporation, hereinafter called CITY, and ENSIGN DEVELOPMENT GROUP, LLC, hereinafter called DEVELOPER:

WITNESSETH:

WHEREAS, CITY has prepared, adopted and updated a Kuna Pressure Irrigation System Master Plan to guide the sizing, elevation and location of pressure irrigation system facility extensions; and

WHEREAS, on January 21, 2014 CITY adopted Resolution Number R10-2014 outlining the Pressure Irrigation Facilities Reimbursement Policy for pressure irrigation facilities construction conforming to the Kuna Pressure Irrigation System Master Plan; and

WHEREAS, in implementing the updated Kuna Pressure Irrigation System Master Plan, it is the further declared policy of CITY to extend the Kuna City Pressure Irrigation System to areas inside the corporate limits of CITY not now served by a pressure irrigation system, subject to the owner of property in such areas being bound by and complying with all ordinances of CITY and all rules and regulations promulgated by CITY now in effect or hereinafter to be enacted; and

WHEREAS, DEVELOPER did construct a pressure irrigation system to the property known as, Ensign Subdivision No. 1 Project, as shown on Exhibit "A," and has requested reimbursement for certain portions of the pressure irrigation system; and

WHEREAS, the constructed facilities are now included as a component of the CITY system and are now utilized by said CITY for their intended purpose; and

WHEREAS, CITY upon recommendation of the City Engineer, accepts and approves the proposal of DEVELOPER for reimbursement, subject to all the conditions hereinafter provided by this Agreement.

NOW THEREFORE, in consideration of the foregoing premises, it is agreed:

A. Preparation of Plans. DEVELOPER did cause to be prepared plans and specifications, drawings, instructions, bid proposal and all other contract documents for the construction and installation of the pressure irrigation system, shown on Exhibit "A," including rights-of-way, grades and elevation, and materials to be used in the construction and installation of said pressure irrigation system.

B. Construction of Pressure Irrigation System.

(1) DEVELOPER did install, construct and erect the pressure irrigation system and appurtenances as shown on Exhibit "A," subject to the conditions hereinafter provided.

(2) DEVELOPER did provide all engineering and surveying and contract administration for the construction of the pressure irrigation system described on Exhibit "A."

(3) DEVELOPER did satisfactorily complete the project in conformance with approved plans and did provide evidence bills of the general contractor and engineer have been paid.

C. Reimbursement to DEVELOPER. In recognition of the fact that DEVELOPER did install, construct and erect a pressure irrigation system as shown on Exhibit "A" for the amounts shown in Exhibit "C", CITY shall reimburse to DEVELOPER, as directed in Paragraph M herein, up to two thousand eight hundred sixty-six dollars and fifty-eight cents (\$ 2,866.58). Reimbursement shall be provided from the funds and in the manner described in the City of Kuna Pressure Irrigation Facilities Reimbursement Policy attached hereto as Exhibit "B".

D. Audit Period. CITY will make an audit of this agreement on an annual basis in conformance with the Reimbursement Policy of said CITY, and refund applicable fees collected during the audit period.

E. Term of Agreement. The audit and payment of reimbursement shall be for a period not to exceed ten (10) annual payments in conformance with the Reimbursement Policy of said CITY or until such time as reimbursement has been fully paid, whichever comes first.

F. Cost of Pressure Irrigation Lines on DEVELOPER'S Property. All costs and expenses, including the construction, engineering, advertising, clerical, legal and licenses and permits which were required for the construction and installation of the pressure irrigation system upon and within DEVELOPER'S property not eligible for reimbursement as defined in the Reimbursement Policy, shall be at DEVELOPER'S sole expense.

G. Compliance with Laws. Upon connection to pressure irrigation, DEVELOPER agrees to abide by all applicable Kuna City laws, rules and regulations pertaining to pressure irrigation systems.

H. Indemnification and Insurance. DEVELOPER shall indemnify and save and hold harmless CITY from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by DEVELOPER related to the design, construction and otherwise providing of the facilities described in paragraphs B.1, B.2 and B.3, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of CITY or its employees.

I. No Assignment. DEVELOPER shall not assign any portion of this Agreement or any privilege hereunder, either voluntarily or involuntarily, without the prior written consent of CITY, which consent shall not be unreasonably withheld.

J. Definition of DEVELOPER'S Property. The term "DEVELOPER'S PROPERTY" in this Agreement shall mean the parcels described on Exhibit "A" attached hereto.

K. Representations.

(1) DEVELOPER, as defined above, represents that it is the only bona fide claimant to the reimbursements referenced in this agreement. Further, DEVELOPER represents it will indemnify CITY from all other claims as outlined in Paragraph H above.

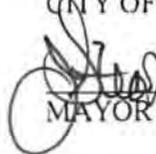
(2) DEVELOPER, as defined above, represents that the General Contractor(s) for the construction of facilities described in Exhibit "A" have been fully paid. Further, DEVELOPER represents it will indemnify CITY from all claims of General Contractor(s) as outlined in Paragraph H above.

(3) DEVELOPER, as defined above, represents that in constructing and installing the pressure irrigation system referenced in this Agreement, it has complied with all laws, orders and regulations of Federal, State and Municipal authorities and has all licenses or permits which are required for the construction and installation of said system.

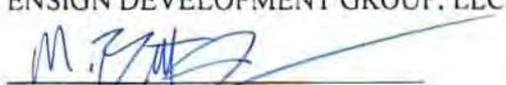
L. Binding Effect. The terms and conditions of this Agreement shall be binding upon all of DEVELOPER'S assigns, or successors in interest to this Agreement.

M. Payments under terms of this agreement are to be made and addressed to: Ensign Development Group, LLC; 2694 North, 920 East; North Logan, Utah 84341.

IN WITNESS WHEREOF, the parties shall cause this Agreement to be executed by their duly authorized officers, members and/or partners the day and year first above written.

CITY OF KUNA

MAYOR

ATTEST:


ENSIGN DEVELOPMENT GROUP, LLC

M. Brett Jensen, **Manager**



Utah
STATE OF IDAHO)
Cache) ss.
COUNTY OF ADA)

On this 17th day of July, 2017, before me, the undersigned, personally appeared M. Brett Jensen known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same as Manager (title) and on behalf of Ensign Development Group

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Karrie Shelton
Notary Public for Idaho
Residing at Logan, UT, Idaho
My commission expires: 08-04-2020

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 6th day of July, 2017, before me, the undersigned, personally appeared JOE L. STEAR and Chris Engels Mayor and City Clerk respectively of CITY OF KUNA, a municipal corporation, known to be to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Ariana Welker
Notary Public for Idaho
Residing at Ada County, Idaho
My commission expires: July 7, 2022

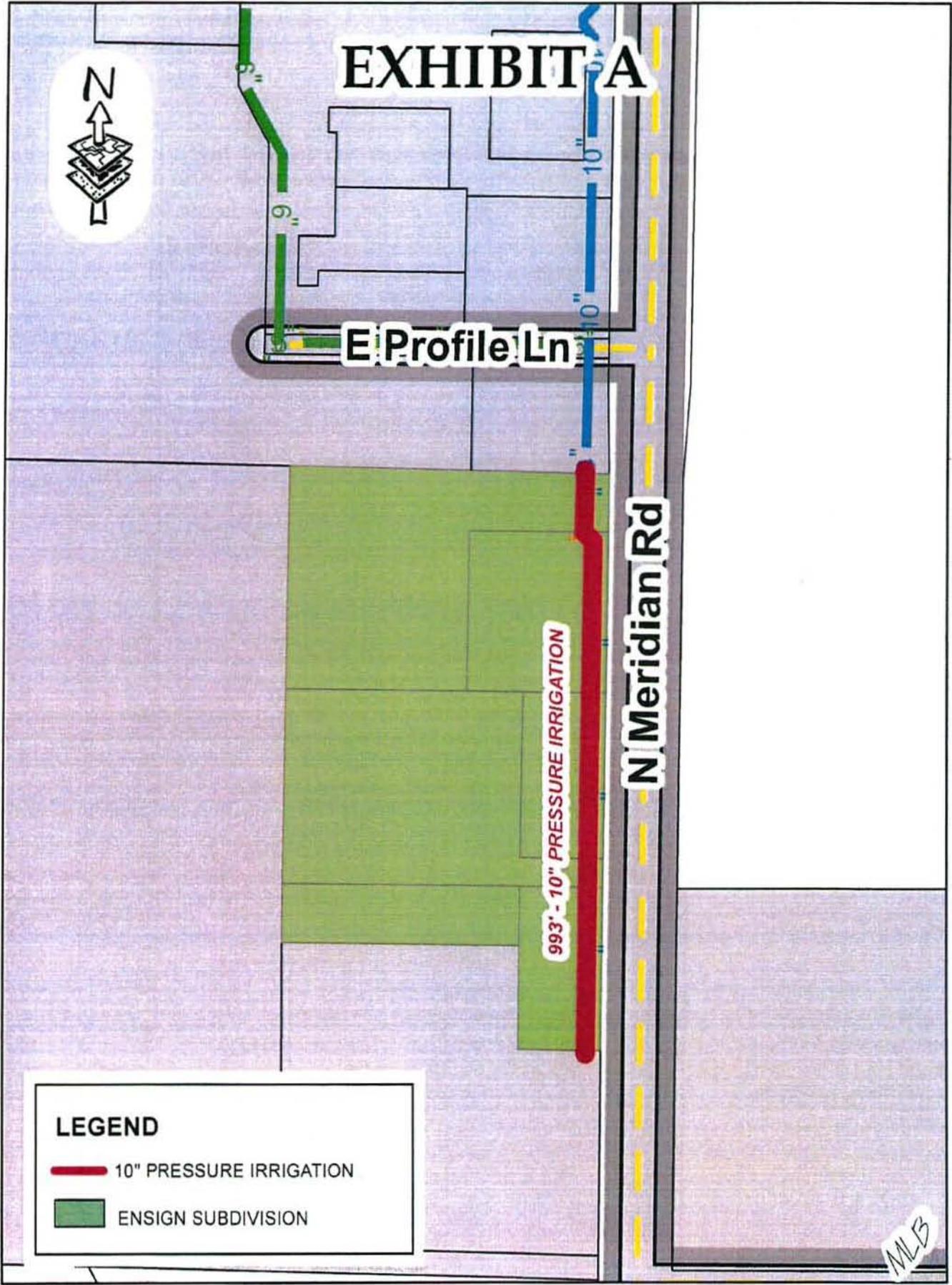


EXHIBIT A

E Profile Ln

N Meridian Rd

993' - 10" PRESSURE IRRIGATION

LEGEND

-  10" PRESSURE IRRIGATION
-  ENSIGN SUBDIVISION

MLB

EXHIBIT "B"

RESOLUTION NO. _____

**CITY OF KUNA
PRESSURE IRRIGATION FACILITIES REIMBURSEMENT POLICY****PURPOSE**

A resolution of the City of Kuna setting forth a reimbursement policy that provides real property owners, developers, and/or the City of Kuna, hereinafter referred to as Sponsoring Developers, a mechanism to seek reimbursement for eligible pressure irrigation facilities that exceed the Sponsoring Developer's pressure irrigation facilities requirements as provided below. When a Sponsoring Developer, at its own expense and in conformance with the City Pressure Irrigation System Master Plan or at the direction of the City, constructs an extension of the existing Pressure Irrigation system or constructs oversized pressure irrigation facilities determined by the City to be larger than needed to serve Sponsoring Developer's project, the Sponsoring Developer may be reimbursed to the extent allowed in this policy by entering into a reimbursement agreement with the City. Reimbursement will be for eligible costs of the pressure irrigation facilities as described below.

City Pressure Irrigation Pipelines are classified as follows:

1. Master Plan Trunk Line (Street Frontage) – A pressure irrigation main, 8 inches or larger, identified in the Master Plan to be part of the major distribution grid and located in or adjacent to the street right-of-way fronting Sponsoring Developer's property. In this policy, frontage lines are treated as on-site lines.
2. Master Plan Trunk Line (On-site) – A pressure irrigation main, 8 inches or larger, identified in the Master Plan to be part of the major distribution grid and located within the Sponsoring Developer's property including lines in or adjacent to the street right-of-way fronting Sponsoring Developer's property.
3. Master Plan Trunk Line (Off-site) – A pressure irrigation main, 8 inches or larger, identified in the Master Plan to be part of the major distribution grid and not located on-site or in the street frontage or adjacent to the street right-of-way fronting Sponsoring Developer's property.
4. Looping Line (On-site) – A pressure irrigation main line required in City Standards, and with the diameter specified in said standards, whose purpose is to preserve circulation capability to serve Sponsoring Developer's property and adjacent properties, and located on-site but not in or adjacent to the street right-of-way fronting Sponsoring Developer's property.

5. Non-Master Plan Line (Off-site) – A pressure irrigation main line not identified in the Master Plan to be part of the major distribution grid and not located on-site or in the street frontage or adjacent to the street right-of-way fronting Sponsoring Developer's property.
6. Distribution Line (On-site) - A pressure irrigation main line not identified in the Master Plan to be part of the major distribution grid and not a looping line, located on-site of the Sponsoring Developer's property, and whose principal purpose is to deliver water to the various points of service within the Sponsoring Developer's property.
7. Stub Line (On-site) - A pressure irrigation main line located on-site of the Sponsoring Developer's property, connected to any of the main lines on-site and extending to the property boundary, beyond the last point of delivery for the Sponsoring Developer's property, and whose principal purpose is to deliver water to neighboring properties. A stub line is generally constructed at the direction of the City, is generally 8 inches in diameter or smaller and is not a frontage line, looping line or Master Plan line.

A Sponsoring Developer's project may be eligible or ineligible for reimbursement according to criteria outlined herein. For instance, a line constructed larger than needed at Sponsoring Developer's discretion and not at the direction of the City is not eligible for reimbursement.

Each project or development is presumed to benefit from the work of earlier Sponsoring Developers and to have, as a condition for receiving benefit from the existing city sewer system, a "reasonable duty" to add to, enhance, oversize or extend the existing system within certain limits. This "reasonable duty" is not reimbursable. The construction of on-site or off-site facilities beyond this "reasonable duty" is presumed to be eligible for reimbursement to the extent allowed in this policy and as approved by the City.

"Reasonable duty" includes expenses incurred by the Sponsoring Developer from examples that follow:

1. Payment of Connection Fees: Connection fees are remitted at the time of building permit issuance, or in other circumstances, at the time of connection to the system as defined in city resolutions.
2. Master Plan Trunk Line (On-Site): Construct the diameter specified in the Master Plan, or the nominal diameter needed in reference to Sponsoring Developer's peak demand, whichever is larger. The Sponsoring Developer's "reasonable duty" for trunk line construction is the length of trunk line needed per development acre, as defined herein.
3. Master Plan Trunk Line (Off-site): Construct the diameter specified in the Master Plan, or the nominal diameter needed in reference to Sponsoring Developer's peak demand, whichever is larger. The Sponsoring Developer's "reasonable duty" for off-site trunk line construction is the trunk line needed per development acre less the length of trunk line on-site but not less than zero.

4. Looping Line (On-site): Construct the diameter specified in the City Standards, or the nominal diameter needed in reference to twice the Sponsoring Developer's peak demand, whichever is larger, and which is Sponsoring Developer's "reasonable duty". If the City directs that a looping line be replaced with a trunk line, it will be treated as an on-site Master Plan Trunk Line for reimbursement purposes.
5. Non-Master Plan Line (Off-site): Construct the line with a diameter of 4 inches, or the nominal diameter needed in reference to Sponsoring Developer's peak demand, whichever is larger, and which is Sponsoring Developer's "reasonable duty". If the City directs that an off-site non-master plan main line be replaced with a trunk line, it will be treated as an off-site Master Plan Trunk Line for reimbursement purposes.
6. Distribution Line (On-site): Construct the line with a diameter of 3 inches, or the nominal diameter needed in reference to Sponsoring Developer's peak demand, whichever is larger, and which is Sponsoring Developer's "reasonable duty".
7. Stub Line (On-site): Construct the line with a diameter up to 8 inches as directed by the City, and which is Sponsoring Developer's "reasonable duty".

DEFINITIONS

1. Line Capacity: The water carrying capacity of a pipeline based on pressure drop of 0.0037 psi per foot of line length.
2. Nominal Diameter Needed: In terms relevant to this policy, the minimum standard pipe diameter (3", 4", 6", 8", 10" and 12") with sufficient transmission capacity to carry the Sponsoring Developer's designated peak demand.
3. Peak Demand: In terms relevant to this policy, the Peak Demand is assumed to be the Peak Hour Demand referred to in City Standards. The Peak Hour Demand per typical lot is 15 gpm for a 3-inch main but decreases to 7.5 gpm/typical lot for a 12-inch main. In no case may a main line diameter be less than 3 inches, regardless of computed demand. A typical residential lot is 10,000 SF of total area or less. A typical commercial lot is 7,000 SF of landscaped area or less.
4. Property: For purposes of determining whether over-sized lines are on-site, off-site or lie in the frontage and for computing the nominal diameter needed, "Property" of Sponsoring Developer shall include the present project, future phases of the project, and other properties in the vicinity of the over-sized line in which the Sponsoring Developer or his partners has a property interest. However, once the "trunk line needed" component of the "reasonable duty" has been satisfied for a parcel, it is not imposed again for subsequent cost recovery agreements.
5. Property in the Vicinity: Property adjacent or in the same quarter section as the over-sized pipe line, or in the case of over-sized pipe lines fronting section or quarter-section lines, property in the quarter sections on each side, is considered "in the vicinity". In

most instances the City will require that trunk lines are located along section and quarter-section lines as contemplated in the City Master Plan.

6. **Trunk Line Needed:** Based on characteristics of development in Kuna; relying on the ½ mile trunk line grid in the Master Plan; adding for undeveloped land, waste land and other unconnected properties; adding for parks, common areas and other public properties; and deducting for connection fees paid in equivalent feet; it requires an average of 33 lineal feet of trunk line to serve the gross acreage of Sponsoring Developer's project.
7. **Trunk Line Needed-Amended:** For projects also connecting to potable water and/or sewer, but which do not construct sufficient trunk line in the other facilities to satisfy the "trunk line needed" obligation in those other facilities, shall have the un-satisfied obligation in the other facilities, factored for relative cost, added to the "trunk line needed" obligation for the pressure irrigation system.

CONSTRUCTED PRESSURE IRRIGATION FACILITIES ELIGIBLE FOR REIMBURSEMENT

For pressure irrigation facilities to be considered eligible for any reimbursement from the City, the pressure irrigation facilities must meet at least one of the following conditions:

1. **Off-Site Lines:** A pressure irrigation main extension that lies off-site the Sponsoring Developer's property and is beyond the "reasonable duty" of Sponsoring Developer's project; or
2. **On-Site Lines:** A pressure irrigation main extension that lies within the Sponsoring Developer's property and is beyond the "reasonable duty" of Sponsoring Developer's project; or
3. **Off-Site Easements:** Off-site easements required for construction of the above described eligible off-site pressure irrigation facilities may also be eligible for reimbursement; or
4. **Off-Site Engineering:** Engineering services for off-site eligible pressure irrigation facilities up to a maximum of 7 percent (7%) of the construction cost of said pressure irrigation facilities; or
5. **Supply Facilities:** Any new irrigation supply facilities, as distinguished from transmission facilities, whether completely new facilities or facility upgrades. The facility's costs may include wells, pumps and controls, standby power, storage ponds, booster station, SCADA controls and any other irrigation supply facilities approved by the City. Irrigation supply facilities will be reimbursed from the Irrigation Supply portion of Connection Fees using similar distribution methodology described herein; or
6. **City Construction:** When the City constructs extensions or replacements of pressure irrigation lines of any diameter using City funds, the City constructed pressure irrigation

facilities will be eligible for reimbursement to the City as a Sponsoring Developer and in the manner noted herein.

REIMBURSEMENT CONDITIONS

To be eligible for reimbursement, the Sponsoring Developer must, unless otherwise approved by the City, do the following:

1. Sponsoring Developer's project must be annexed into the City; and
2. Design the pressure irrigation facilities in accordance with the City's pressure irrigation master plan; and
3. Receive at least three bids for the pressure irrigation system construction and select the lowest responsive bid, unless otherwise approved by the City; and
4. Receive preliminary plat, special use permit or building permit approval from or complete a municipal service agreement with the City for the development being served by the pressure irrigation facilities; and
5. Construct the pressure irrigation facilities in accordance with the City approved plans and specifications including all lines and diameters directed by the City; and
6. Lawfully dedicate the pressure irrigation system facilities and any necessary easements to the City.

AMOUNT OF REIMBURSEMENT

1. Off-Site Pressure Irrigation Facilities: The amount of Eligible Reimbursement available to the Sponsoring Developer for eligible off-site pressure irrigation extensions beyond the "reasonable duty" shall be based upon a proportional amount of the costs to design and construct the facility computed from the ratio of the capacity of the nominal diameter needed by the Sponsoring Developer's project to 75% of the capacity of the diameter provided.
2. On-Site Pressure Irrigation Facilities: The amount of Eligible Reimbursement available to the Sponsoring Developer for eligible on-site pressure irrigation pipelines beyond the size of the "reasonable duty", shall be based upon an amount computed as the difference between the cost to design and construct the pipe size of the "reasonable duty" and the cost to design and construct the pipe size provided.
3. Interest Adjustment: The Sponsoring Developer's Eligible Reimbursement amount, as determined by items 1 through 2 above, may be increased by the amount of interest that would be accrued using 4% interest on a linear declining balance over a 10 year period.

FINANCING PRESSURE IRRIGATION FACILITIES

The City will generate revenue for financing Pressure Irrigation main pipeline facilities reimbursement agreements by assessing each equivalent dwelling unit (EDU) a Pressure Irrigation Main Line Fee (PIMLF), also known as Trunk Line Connection Fee, at time of connection or upon issuance of a building permit. The amount of this PIMLF will be established by City Council resolution. The City will review the PIMLF amount each year and may make adjustments annually as deemed necessary to cover pressure irrigation main line reimbursement costs.

REIMBURSEMENT AGREEMENTS AND METHODS OF REIMBURSEMENT

1. A Reimbursement Agreement entered into between the City and the Sponsoring Developer is a requirement for receiving reimbursement and shall provide the Sponsoring Developers the opportunity to receive a maximum of ten (10) consecutive annual reimbursement payments. The Reimbursement Agreement shall be entered into within one hundred eighty (180) days after completion of the project.
2. City sponsored extensions and expansions are presumed to exclusively benefit existing and future users and the public in general. As a Sponsoring Developer, the City is not required to enter into an agreement with itself, is not limited in number of annual payments and the costs of its projects are fully reimbursable and not subject to reductions in reimbursement by proportional usage or the "reasonable duty" defined herein. The City is subject, in its annual reimbursements, to the annual distribution percentages defined herein.
3. No reimbursement agreement shall reimburse Sponsoring Developers for construction costs that exceed the eligible reimbursement amount.
4. The City will retain 10% of the collected PIMLF for administration and developer support. This 10% fee will not reduce the Sponsoring Developers Eligible Reimbursement amount - only the amount of funds each year available for reimbursement to the Sponsoring Developer(s).
5. The Reimbursement Agreement will terminate when the sooner of either occurs: the Sponsoring Developer has been fully reimbursed the agreed upon reimbursement amount at or prior to the end of the term of the agreement, or the City has tendered the tenth (10th) annual payment whether or not the eligible reimbursement amount is paid in full. In no event shall the Reimbursement Agreement be extended beyond the initial term.
6. The City will collect the PIMLF from all entities that connect to and utilize the City's Pressure Irrigation facilities in conformance with adopted City policies. The portion of the PIMLF dedicated for reimbursement to Sponsoring Developers shall be reimbursed annually less the retained ten percent (10%) administration cost. Reimbursement payments, therefore, will be made on an annual basis but limited to the amount of the

PIMLF collected for pressure irrigation reimbursement and, in the proportions as defined below to each Sponsoring Developer.

7. The portion of the PIMLF dedicated for reimbursement that is collected annually from Pressure Irrigation connections will be reimbursed and distributed to Sponsoring Developers annually, based on the percent each Sponsoring Developer's initial Eligible Reimbursement amount is to the summed Total Eligible Reimbursement amount of all eligible Sponsoring Developers for that reimbursement year. The Sponsoring Developer's initial Total Eligible Reimbursement will not vary from year-to-year until retired but the Sponsoring Developer's percentage will vary as the combined initial Total Eligible Reimbursement amounts change from year-to-year.

Reimbursements will only be distributed for ten (10) annual payments after final acceptance of the Eligible Facility. Depending on the PIMLF collected within the ten-year Agreement period, and the number of claimants to those Fees, the Eligible Reimbursement amount may or may not be fully reimbursed. Also reimbursement to each Sponsoring Developer will not exceed his/her Total Eligible Reimbursement amount. Reimbursement Agreements or City sponsored projects completed on or before August 31st of one year will become eligible for the first payment of reimbursement funds on September 1st the following year.

8. If in any year a Sponsoring Developer's claim is satisfied with a partial payment, the dedicated portion of the PIMLF for that year shall be reduced by the partial payment and the remainder shall be distributed to the remaining Sponsoring Developers without further consideration of the satisfied claim.

Adopted by the City of Kuna this 21st day of January, 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

EXHIBIT "C"
OVERSIZED PRESSURE IRRIGATION COST RECOVERY SUMMARY
ENSIGN PROJECT

Pressure Irrigation - Oversized		
Total Recoverable Project Cost	\$	2,349.65
Interest (4%)	\$	<u>516.92</u>
TOTAL COST	\$	2,866.58

EXHIBIT "C"
ONSITE AND OFFSITE PRESSURE IRRIGATION OVERSIZED
ENSIGN PROJECT

ITEM	DESCRIPTION	QTY	UNIT PRICE	% RECOVERY	TOTAL
1	10" PVC PI Pipe ^a (LF)	993	12.77	100.00	12,675.65
2	Mobilization Share (LS)	1	215.00	100.00	215.00
3	Less Reasonable Duty	(812)	12.98	100.00	-10,540.99
4					
5					
6					
7	SUB TOTAL				2,349.65
8	Recovery Factor				1.00
9					
10	NET RECOVERY				2,349.65
11					
12					

Note ^a Ensign Contractor, Iron Horse Excavation provided unit cost for 10-inch pressure irrigation main.

EXHIBIT "C"
REASONABLE DUTY
ENSIGN PROJECT

Acreage in Ensign Project	16.4 acres
Trunk Line PI Needed per Acre	33 LF
Trunk Line Water Needed per Acre	0 LF
Reasonable Duty	541 LF
Trunk Line Constructed	993 LF
Length Reimbursible	452 LF
Reduction for Sewer (328*33/20/2)	271 LF
NET LENGTH REIMBURSIBLE	181 LF



City of Kuna

July 10, 2017

Ensign Development Group, LLC
2694 North, 920 East
North Logan, Utah 84341

Re: Reimbursement Agreement
Ensign No. 1 Pressure Irrigation Trunk Project

To Whom It May Concern:

The City of Kuna, Idaho is transmitting here within two counter-parts of a Reimbursement Agreement related to over-sizing of the pressure irrigation mains of Ensign Subdivision No. 1.

The documents were submitted to and approved by the Kuna City Council on July 5, 2017 and signed by the Mayor and City Clerk July 6, 2017. Please sign and notarize each counter part of the agreement, keep a copy for Ensign Development Group, LLC. and return the City's copy to the City Clerk at:

City of Kuna
City Clerk's Office
P.O. Box 13
Kuna, Idaho 83634

Thereafter, you will be entitled to a total reimbursement of \$2,866.58 with payments not to exceed 10 annual payments in conformance with Kuna's Reimbursement Policy or until such time as the reimbursement has been fully paid, whichever comes first.

If you have any questions or need additional information, please call me at 922-5546.

Sincerely,

Chris Engels
City Clerk

2 Enclosures

P.O. BOX 13
KUNA ID 83634
(208)922-5546
www.KunaCity.id.gov

Mayor
Joe Stear

City Council Members
Briana Buban-Vonder Haar
Richard Cardoza
Pat Jones
Greg McPherson



CITY OF KUNA

P.O. BOX 13

KUNA, ID 83634

www.kunacity.id.gov

Phone: (208) 577-8794

Email: bbachman@kunaid.gov

Bob Bachman, BOC 1, IBC
Public Works Director
City of Kuna

MEMORANDUM

To: Accounts Payable

From: Bob Bachman
Public Works Director

RE: Ensign Development Group, LLC Reimbursement Payment
2694 North. 920 East
North Logan, UT 84341
Ensign No. 1 PI Trunk Project

Date: August 30, 2018

Please prepare a reimbursement payment as follows:

To: Ensign Development Group, LLC
Re: PI TRUNK PROJECT REIMBURSEMENT AGREEMENT
Amount: \$2,866.58
Account: 05-6307

This reimbursement includes all eligible payments through August 30, 2018. Payment history is shown below for reference:

REIMBURSEMENT ACTIVITY

ITEM	DATE	REIMBURSEMENT PAID	BALANCE
Initial total eligible reimbursement	7/17/2017	\$0.00	\$2,866.58
Reimbursement	9/1/2018	\$2,866.58	\$0.00

**RESOLUTION NO. R61-2018
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE CITY TREASURER TO PAY ENSIGN DEVELOPMENT GROUP, LLC THE AMOUNT OF \$2,866.58 FOR REIMBURSEMENT PURSUANT TO THE TERMS OF THE PRESSURE IRRIGATION TRUNK REIMBURSEMENT AGREEMENT.

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

Section 1. The City of Kuna, Idaho and the Developer entered into a reimbursement agreement, as approved by the City Council pursuant to resolution R47-2017 dated July 17, 2017.

Section 2. The amount due to Ensign Development Group, LLC, as calculated pursuant to the terms of the reimbursement agreement is \$2,866.58 as attached hereto as EXHIBIT A, and therefore the City of Kuna, Idaho's Treasurer is authorized to pay Ensign Development Group, LLC. the sum of \$2,866.58.

PASSED BY THE COUNCIL of Kuna, Idaho this 4th day of September, 2018.

APPROVED BY THE MAYOR of Kuna, Idaho this 4th day of September, 2018.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

**RESOLUTION NO. R47-2017
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE EXECUTION OF A REIMBURSEMENT AGREEMENT WITH ENSIGN DEVELOPMENT GROUP, LLC. IN THE AMOUNT OF \$28,596.92.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Mayor is hereby authorized to execute, and the Clerk is hereby authorized to attest to the Agreement titled "Reimbursement Agreement – Ensign No. 1 Pressure Irrigation Trunk Project" regarding cost recovery for construction of an oversized pressure irrigation trunk line related to said project in the amount of twenty-eight thousand five hundred ninety-six dollars and ninety-two cents (\$28,596.92) by and between the City and Ensign Development Group, LLC., which Agreement is attached hereto, and made a part hereof, as if set forth in full.

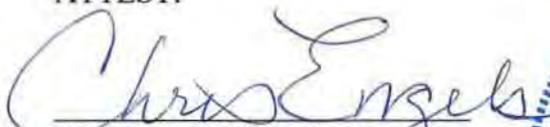
PASSED BY THE COUNCIL of Kuna this 5th day of July, 2017.

APPROVED BY THE MAYOR of Kuna this 5th day of July, 2017.



Joe L. Stear, Mayor

ATTEST:



Chris Engels, City Clerk



RECEIVED

JUL 20 2017

CITY OF KUNA

REIMBURSEMENT AGREEMENT**Ensign No. 1 Water Trunk Project**

THIS AGREEMENT made this 17 day of July 2017, by and between the CITY OF KUNA, a municipal corporation, hereinafter called CITY, and ENSIGN DEVELOPMENT GROUP, LLC, hereinafter called DEVELOPER:

WITNESSETH:

WHEREAS, CITY has prepared, adopted and updated a Kuna Water System Master Plan to guide the sizing, elevation and location of water system facility extensions; and

WHEREAS, on January 21, 2014 CITY adopted Resolution Number R08-2014 outlining the Water Facilities Reimbursement Policy for Water facilities construction conforming to the Kuna Water System Master Plan; and

WHEREAS, in implementing the updated Kuna Water System Master Plan, it is the further declared policy of CITY to extend the Kuna City Water System to areas inside the corporate limits of CITY not now served by a water system, subject to the owner of property in such areas being bound by and complying with all ordinances of CITY and all rules and regulations promulgated by CITY now in effect or hereinafter to be enacted; and

WHEREAS, DEVELOPER did construct a water system to the property known as, Ensign Subdivision No. 1 Project, as shown on Exhibit "A," and has requested reimbursement for certain portions of the water system; and

WHEREAS, the constructed facilities are now included as a component of the CITY system and are now utilized by said CITY for their intended purpose; and

WHEREAS, CITY upon recommendation of the City Engineer, accepts and approves the proposal of DEVELOPER for reimbursement, subject to all the conditions hereinafter provided by this Agreement.

NOW THEREFORE, in consideration of the foregoing premises, it is agreed:

A. Preparation of Plans. DEVELOPER did cause to be prepared plans and specifications, drawings, instructions, bid proposal and all other contract documents for the construction and installation of the water system, shown on Exhibit "A," including rights-of-way, grades and elevation, and materials to be used in the construction and installation of said water system.

B. Construction of Water System.

(1) DEVELOPER did install, construct and erect the water system and appurtenances as shown on Exhibit "A," subject to the conditions hereinafter provided.

(2) DEVELOPER did provide all engineering and surveying and contract administration for the construction of the water system described on Exhibit "A."

(3) DEVELOPER did satisfactorily complete the project in conformance with approved plans and did provide evidence bills of the general contractor and engineer have been paid.

C. Reimbursement to DEVELOPER. In recognition of the fact that DEVELOPER did install, construct and erect a water system as shown on Exhibit "A" for the amounts shown in Exhibit "C", CITY shall reimburse to DEVELOPER, as directed in Paragraph M herein, up to twenty-eight thousand five hundred ninety-six dollars and ninety-two cents (\$28,596.92). Reimbursement shall be provided from the funds and in the manner described in the City of Kuna Water Facilities Reimbursement Policy attached hereto as Exhibit "B".

D. Audit Period. CITY will make an audit of this agreement on an annual basis in conformance with the Reimbursement Policy of said CITY, and refund applicable fees collected during the audit period.

E. Term of Agreement. The audit and payment of reimbursement shall be for a period not to exceed ten (10) annual payments in conformance with the Reimbursement Policy of said CITY or until such time as reimbursement has been fully paid, whichever comes first.

F. Cost of Water Lines on DEVELOPER'S Property. All costs and expenses, including the construction, engineering, advertising, clerical, legal and licenses and permits which were required for the construction and installation of the water system upon and within DEVELOPER'S property not eligible for reimbursement as defined in the Reimbursement Policy, shall be at DEVELOPER'S sole expense.

G. Compliance with Laws. Upon connection to water, DEVELOPER agrees to abide by all applicable Kuna City laws, rules and regulations pertaining to water systems.

H. Indemnification and Insurance. DEVELOPER shall indemnify and save and hold harmless CITY from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by DEVELOPER related to the design, construction and otherwise providing of the facilities described in paragraphs B.1, B.2 and B.3, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of CITY or its employees.

I. No Assignment. DEVELOPER shall not assign any portion of this Agreement or any privilege hereunder, either voluntarily or involuntarily, without the prior written consent of CITY, which consent shall not be unreasonably withheld.

J. Definition of DEVELOPER'S Property. The term "DEVELOPER'S PROPERTY" in this Agreement shall mean the parcels described on Exhibit "A" attached hereto.

K. Representations.

(1) DEVELOPER, as defined above, represents that it is the only bona fide claimant to the reimbursements referenced in this agreement. Further, DEVELOPER represents it will indemnify CITY from all other claims as outlined in Paragraph H above.

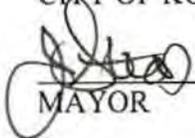
(2) DEVELOPER, as defined above, represents that the General Contractor(s) for the construction of facilities described in Exhibit "A" have been fully paid. Further, DEVELOPER represents it will indemnify CITY from all claims of General Contractor(s) as outlined in Paragraph H above.

(3) DEVELOPER, as defined above, represents that in constructing and installing the water system referenced in this Agreement, it has complied with all laws, orders and regulations of Federal, State and Municipal authorities and has all licenses or permits which are required for the construction and installation of said system.

L. Binding Effect. The terms and conditions of this Agreement shall be binding upon all of DEVELOPER'S assigns, or successors in interest to this Agreement.

M. Payments under terms of this agreement are to be made and addressed to: Ensign Development Group, LLC; 2694 North, 920 East, North Logan, Utah 84341.

IN WITNESS WHEREOF, the parties shall cause this Agreement to be executed by their duly authorized officers, members and/or partners the day and year first above written.

CITY OF KUNA

MAYOR

ATTEST:

CITY CLERK

ENSIGN DEVELOPMENT GROUP, LLC

M. Brett Jensen, **Manager**



STATE OF ^{Utah} IDAHO)
) ss.
COUNTY OF ^{Cache} ADA)

On this 17th day of July, 2017, before me, the undersigned, personally appeared M. Brett Jensen known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same as Manager (title) and on behalf of Ersign Development Group

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Karrie Shelton
Notary Public for Idaho
Residing at Logan, UT, ~~Idaho~~
My commission expires: 08-04-2020

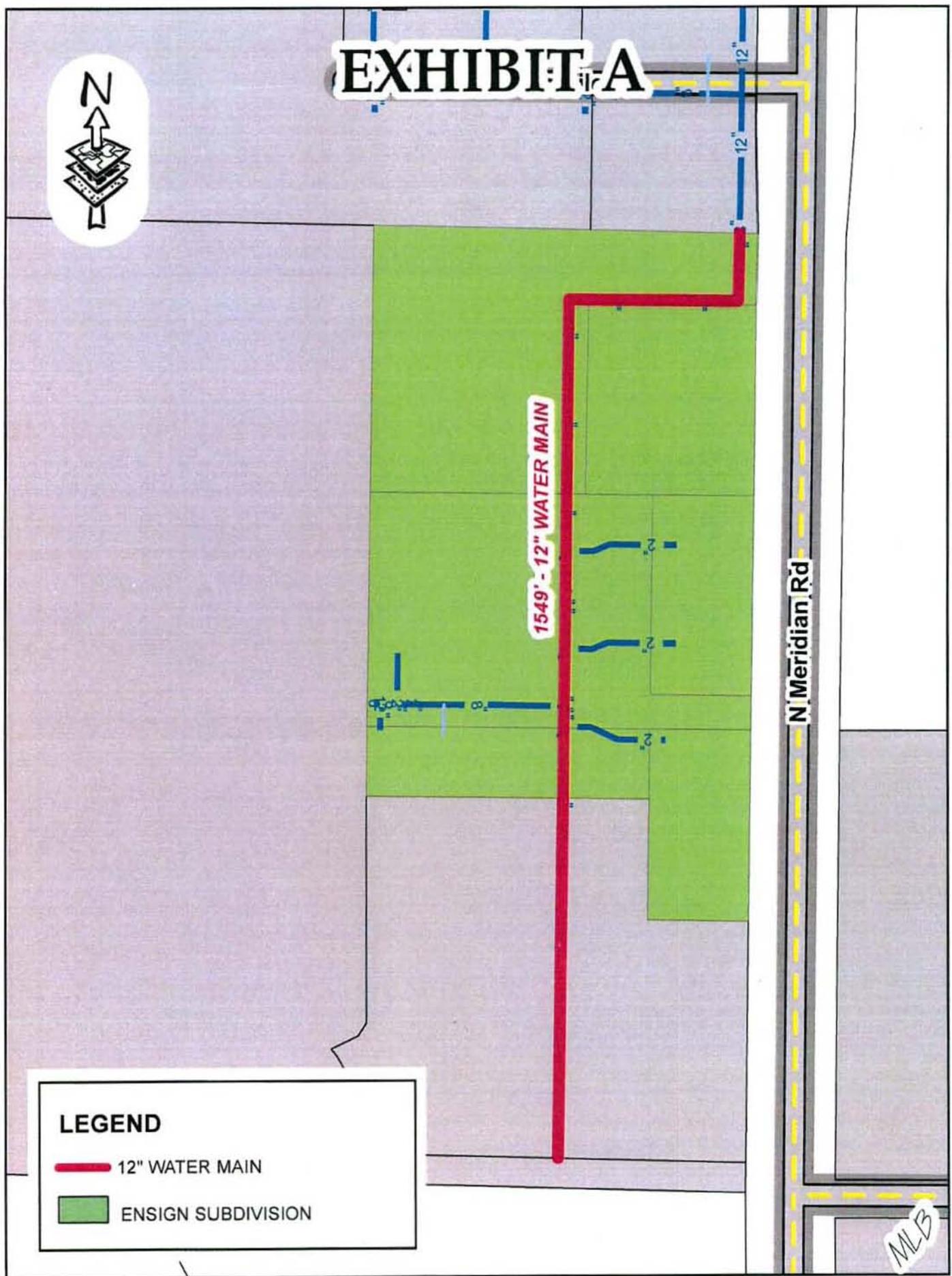
STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 6th day of July, 2017, before me, the undersigned, personally appeared JOE L. STEAR and Chris Engels Mayor and City Clerk respectively of KUNA CITY, a municipal corporation, known to be to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Arianne Welke
Notary Public for Idaho
Residing at Ada County, Idaho
My commission expires: July 7, 2022

EXHIBIT A



LEGEND

-  12" WATER MAIN
-  ENSIGN SUBDIVISION

MLB

EXHIBIT "B"

RESOLUTION NO. _____

**CITY OF KUNA
CITY POTABLE WATER FACILITIES REIMBURSEMENT POLICY - 2014****PURPOSE**

A resolution of the City of Kuna setting forth a reimbursement policy that provides real property owners, developers, and/or the City of Kuna, hereinafter referred to as Sponsoring Developers, a mechanism to seek reimbursement for eligible potable water facilities that exceed the Sponsoring Developer's sewer facilities requirements as provided below. When a Sponsoring Developer, at its own expense and in conformance with the City Water System Master Plan or at the direction of the City, constructs an extension or expansion of the existing potable water system determined by the City to be larger than needed to serve Sponsoring Developer's project, the Sponsoring Developer may be reimbursed to the extent allowed in this policy by entering into a reimbursement agreement with the City. Reimbursement will be for eligible costs of the potable water facilities as described below.

City Water Pipelines are classified as follows:

1. Master Plan Trunk Line (Street Frontage) – A 12-inch diameter, or larger, main line identified in the Master Plan to be part of the major distribution grid and located in or adjacent to the street right-of-way fronting Sponsoring Developer's property. In this policy, frontage lines are treated as on-site lines.
2. Master Plan Trunk Line (On-site) – A 12-inch diameter, or larger, main line identified in the Master Plan to be part of the major distribution grid and located within the Sponsoring Developer's property but not in or adjacent to the street right-of-way fronting Sponsoring Developer's property.
3. Master Plan Trunk Line (Off-site) – An 12-inch diameter, or larger, main line identified in the Master Plan to be part of the major distribution grid and not located on-site or in the street frontage or adjacent to the street right-of-way fronting Sponsoring Developer's property.
4. Non-Master Plan Line (Off-site) – A main line not identified in the Master Plan to be part of the major distribution grid and not located on-site or in the street frontage or adjacent to the street right-of-way fronting Sponsoring Developer's property.
5. Distribution Line (On-site) - A main line not identified in the Master Plan to be part of the major distribution grid, located on-site of the Sponsoring Developer's

property, and whose principal purpose is to deliver water to the various points of service within the Sponsoring Developer's property.

6. Stub Line (On-site) - A main line located on-site of the Sponsoring Developer's property, connected to any of the main lines on-site and extending to the property boundary, beyond the last point of delivery for the Sponsoring Developer's property, and whose principal purpose is to deliver water to neighboring properties. A stub line is generally constructed at the direction of the City, is generally 8 inches in diameter or smaller and is not a frontage line or Master Plan line.

A Sponsoring Developer's project may be eligible or ineligible for reimbursement according to criteria outlined herein. For instance, a line constructed larger than needed at Sponsoring Developer's discretion and not at the direction of the City is not eligible for reimbursement.

Each project or development is presumed to benefit from the work of earlier Sponsoring Developers and to have, as a condition for receiving benefit from the existing city potable water system, a "reasonable duty" to add to, enhance, oversize or extend the existing system within certain limits. This "reasonable duty" is not reimbursable. The construction of on-site or off-site facilities beyond this "reasonable duty" is presumed to be eligible for reimbursement to the extent allowed in this policy and as approved by the City.

"Reasonable duty" includes expenses incurred by the Sponsoring Developer from examples that follow:

1. Payment of Connection Fees: Connection fees are remitted at the time of building permit issuance, or in other circumstances, at the time of connection to the system as defined in city resolutions.
2. Master Plan Trunk Line (On-Site): Construct the diameter specified in the Master Plan, or the nominal diameter needed in reference to Sponsoring Developer's peak demand, whichever is larger. The Sponsoring Developer's "reasonable duty" for trunk line construction is the length of trunk line needed per development acre, as defined herein.
3. Master Plan Trunk Line (Off-site): Construct the diameter specified in the Master Plan, or the nominal diameter needed in reference to Sponsoring Developer's peak demand, whichever is larger. The Sponsoring Developer's "reasonable duty" for off-site trunk line construction is the trunk line needed per development acre less the length of trunk line on-site, but not less than zero.
4. Non-Master Plan Line (Off-site): Construct the line with a diameter of 8 inches, or the nominal diameter needed in reference to Sponsoring Developer's peak demand, whichever is larger, and which is Sponsoring Developer's "reasonable

duty". If the City directs that an off-site non-master plan main line be replaced with a trunk line, it will be treated as an off-site Master Plan Trunk Line for reimbursement purposes.

5. Distribution Line (On-site): Construct the line with a diameter of 6 or 8 inches as directed by the City, or the nominal diameter needed in reference to Sponsoring Developer's peak demand, whichever is larger, and which is Sponsoring Developer's "reasonable duty".
6. Stub Line (On-site): Construct the line with a diameter up to 8 inches as directed by the City, and which is Sponsoring Developer's "reasonable duty".

DEFINITIONS

1. Line Capacity: The water carrying capacity of a pipeline for purposes of this policy is based on pressure drop of 0.0037 psi per foot of line.
2. Nominal Diameter Needed: In terms relevant to this policy, the standard pipe diameter (6", 8", 10", 12" and larger) with sufficient transmission capacity to carry the designated peak demand.
3. Peak Demand: In terms relevant to this policy, the Peak Demand is assumed to be the Peak Hour Demand, inclusive of fire flow demands.
4. Property: For purposes of determining whether over-sized lines are on-site, off-site or lie in the frontage and for computing the nominal diameter needed, "Property" of Sponsoring Developer shall include the present project, future phases of the project, and other properties in the vicinity of the over-sized line in which the Sponsoring Developer or his partners, has a property interest. However, once the "trunk line needed" component of the "reasonable duty" has been satisfied for a parcel, it is not imposed again for subsequent cost recovery agreements.
5. Property in the Vicinity: Property adjacent or in the same quarter section as the over-sized pipe line, or in the case of over-sized pipe lines fronting section or quarter-section lines, property in the quarter sections on each side, is considered "in the vicinity". In most instances the City will require that trunk lines are located along section and quarter-section lines as contemplated in the City Master Plan.
6. Trunk Line Needed: Based on characteristics of development in Kuna; relying on the ½ mile trunk line grid in the Master Plan; adding for undeveloped land, waste land and other unconnected properties; adding for parks, common areas and other public properties and deducting for connection fees paid in equivalent feet; it requires an average of 33 lineal feet of trunk line to serve each acre of the remaining connected property.

7. **Trunk Line Needed-Amended:** For projects also connecting to pressure irrigation and/or sewer, but which do not construct sufficient trunk line in the other facilities to satisfy the “trunk line needed” obligation in those other facilities, shall have the un-satisfied obligation in the other facilities, factored for relative cost, added to the “trunk line needed” obligation for the potable water system.

CONSTRUCTED POTABLE WATER FACILITIES ELIGIBLE FOR REIMBURSEMENT

For potable water facilities to be considered eligible for any reimbursement from the City, the potable water facilities must meet at least one of the following conditions:

1. **Off-Site Lines:** A potable water main extension that lies off-site the Sponsoring Developer’s property and is beyond the “reasonable duty” of Sponsoring Developer’s project; or
2. **On-Site Lines:** A potable water main extension that lies within the Sponsoring Developer’s property (on-site), is beyond the “reasonable duty” of Sponsoring Developer’s project; or
3. **Off-Site Easements:** Off-site easements required for construction of the above described eligible off-site potable water facilities; or
4. **Off-Site Engineering:** Engineering services for off-site eligible potable water facilities up to a maximum of 7 percent (7%) of the construction cost of said potable water facilities; or
5. **Supply Facilities:** Any new potable water supply facilities, as distinguished from transmission facilities, whether completely new facilities or facility upgrades. The facility’s costs may include wells, pumps and controls, standby power, storage tanks, booster station, SCADA controls and any other potable water supply facilities approved by the City. Potable water supply facilities will be reimbursed from the potable water Supply portion of Connection Fees using similar distribution methodology described herein; or
6. **City Construction:** When the City constructs extensions or replacements of potable water lines of any diameter using City funds, the City constructed potable water facilities will be eligible for reimbursement to the City as a Sponsoring Developer and in the manner noted herein.

REIMBURSEMENT CONDITIONS

To be eligible for reimbursement, the Sponsoring Developer must, unless otherwise approved by the City, do the following:

1. Sponsoring Developer’s project must be annexed into the City; and

2. Design the potable water facilities in accordance with the City's potable water master plan; and
3. Receive at least three bids for the potable water construction and select the lowest responsive bid, unless otherwise approved by the City; and
4. Receive preliminary plat, special use permit or building permit approval from or complete a municipal service agreement with the City for the development being served by the potable water facilities; and
5. Construct the potable water facilities in accordance with the City approved plans and specifications including all lines and diameters directed by the City; and
6. Lawfully dedicate the potable water system facilities and any necessary easements to the City.

AMOUNT OF REIMBURSEMENT

1. *Off-Site Potable Water Facilities:* The amount of Eligible Reimbursement available to the Sponsoring Developer for eligible off-site potable water extensions beyond the "reasonable duty" shall be based upon a proportional amount of the costs to design and construct the facility computed from the ratio of the capacity of the nominal diameter needed by the Sponsoring Developer's project to 75% of the capacity of the diameter provided.
2. *On-Site Potable Water Facilities:* The amount of Eligible Reimbursement available to the Sponsoring Developer for eligible on-site potable water pipelines beyond the size of the "reasonable duty", shall be based upon an amount computed as the difference between the cost to design and construct the pipe size of the "reasonable duty" and the cost to design and construct the pipe size provided.
3. *Interest Adjustment:* The Sponsoring Developer's eligible reimbursement amount, as determined by the items 1 through 2 above, may be increased by the amount of interest that would be accrued using 4% interest on a linear declining balance over a 10 year period.

FINANCING POTABLE WATER FACILITIES

The City will generate revenue for financing water facilities reimbursement agreements by assessing each equivalent dwelling unit (EDU) a Water Main Line Fee (WMLF) at or before issuance of a building permit. The amount of this WMLF will be established by City Council resolution. The City will review the WMLF amount each year and may make adjustments annually as deemed necessary to cover water main line reimbursement costs

REIMBURSEMENT AGREEMENTS AND METHODS OF REIMBURSEMENT

1. A reimbursement agreement entered into between the City and the sponsoring Developer is a requirement for receiving reimbursement and shall provide the Sponsoring Developers the opportunity to receive a maximum of ten (10) consecutive annual reimbursement payments. The Reimbursement Agreement shall be entered into within one hundred eighty (180) days after completion of the project.
2. City sponsored extensions and expansions are presumed to exclusively benefit existing and future users and the public in general. As a Sponsoring Developer, the City is not required to enter into an agreement with itself, is not limited in number of annual payments and the costs of its projects are fully reimbursable and not subject to reductions in reimbursement by proportional usage or the "reasonable duty" defined herein. The City is subject, in its annual reimbursements, to the annual distribution percentages defined herein.
3. No reimbursement agreement shall reimburse Sponsoring Developers for construction costs that exceed the eligible reimbursement amount.
4. The City will retain 10% of the collected WMLF for administration and developer support. This 10% fee will not reduce the Sponsoring Developer's eligible reimbursement dollar amount, only the amount of funds available each year for reimbursement to the Sponsoring Developer(s).
5. The Reimbursement Agreement will terminate when the sooner of either occurs: the Sponsoring Developer has been fully reimbursed the agreed upon reimbursement amount at or prior to the end of the term of the agreement or the City has tendered the tenth (10th) annual payment whether or not the eligible reimbursement amount is paid in full. In no event shall the Reimbursement Agreement be extended beyond the initial term.
6. The City will collect WMLF from all entities that connect to and utilize the City's water facilities in conformance with adopted city policies. The portion of the WMLF dedicated for reimbursement to Sponsoring Developers shall be reimbursed annually less the retained ten percent (10%) administration cost. Reimbursement payments, therefore, will be made on an annual basis only up to the amount of the WMLF collected for water reimbursement and, in the proportions as defined below, to each Sponsoring Developer.
7. The portion of the WMLF dedicated for reimbursement that is collected annually will be reimbursed and distributed to Sponsoring Developers annually, based on the percent of each Sponsoring Developer's initial Total Eligible Reimbursement amount compared to the combined initial Total Eligible Reimbursement amounts of all Developer Sponsored Eligible Facilities for that reimbursement year. The

Sponsoring Developer's initial Total Eligible Reimbursement will not vary from year-to-year until retired but the Sponsoring Developer's percentage will vary as the combined initial Total Eligible Reimbursement amounts change from year-to-year.

Reimbursements will only be distributed for ten (10) annual payments after final acceptance of the Eligible Facility. Depending on the WMLF collected within the ten-year period, the Total Eligible Cost may or may not be reimbursed. Also, reimbursement to each Sponsoring Developer will not exceed his/her Total Eligible Reimbursement amount. Eligible Facilities completed on or before August 31st will first become eligible for the first payment of reimbursement funds on September 1st the following year.

8. If in any year a Sponsoring Developer's claim is satisfied with a partial payment, the dedicated portion of the WMLF for that year shall be reduced by the partial payment and the remainder shall be distributed to the remaining Sponsoring Developers without further consideration of the satisfied claim.

Adopted by the City of Kuna this 21st day of January, 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda Bingham, City Clerk

EXHIBIT "C"
WATER COST RECOVERY SUMMARY
ENSIGN PROJECT

Water-Onsite & Offsite Oversized		
Total Recoverable Project Cost	\$	23,440.10
Interest (4%)	\$	5,156.82
TOTAL COST	\$	28,596.92

EXHIBIT "C"
REASONABLE DUTY
ENSIGN PROJECT

REASONABLE DUTY

Acreage in Ensign Project	16.4 acres
Trunk Line PI Needed per Acre	0 LF
Trunk Line Water Needed per Acre	33 LF
Trunk Line Sewer Needed per Acre	20 LF
Reasonable Duty for Water Trunk	541 LF
Reasonable Duty for Sewer Trunk	271 LF
Water Trunk Line Constructed	1549 LF
NET LENGTH REIMBURSIBLE	737 LF



P.O. BOX 13
KUNA ID 83634
(208)922-5546
www.KunaCity.id.gov

Mayor

Joe Stear

City Council**Members**

Briana Buban-Vonder Haar
Richard Cardoza
Pat Jones
Greg McPherson

City of Kuna

July 10, 2017

Ensign Development Group, LLC
2694 North, 920 East
North Logan, Utah 84341

Re: Reimbursement Agreement
Ensign No. 1 Water Trunk Project

To Whom It May Concern:

The City of Kuna, Idaho is transmitting two counter-parts of the Reimbursement Agreement related to over-sizing of the water mains of Ensign Subdivision No. 1.

The documents were submitted to and approved by the Kuna City Council on July 5, 2017 and signed by the Mayor and City Clerk July 6, 2017. Please sign and notarize each counter part of the agreement, keep a copy for Ensign Development Group, LLC. and return the City's copy to the City Clerk at:

City of Kuna
City Clerk's Office
P.O. Box 13
Kuna, Idaho 83634

Thereafter, you will be entitled to a total reimbursement of \$28,596.92 with payments not to exceed 10 annual payments in conformance with Kuna's Reimbursement Policy or until such time as the reimbursement has been fully paid, whichever comes first.

If you have any questions or need additional information, please call me at 922-5546.

Sincerely,

Chris Engels
City Clerk

2 Enclosures



CITY OF KUNA

P.O. BOX 13

KUNA, ID 83634

www.kunacity.id.gov

Phone: (208) 577-8794

Email: bbachman@kunaid.gov

Bob Bachman, BOC 1, IBC

Public Works Director

City of Kuna

MEMORANDUM

To: Accounts Payable

From: Bob Bachman
Public Works Director

RE: Lock-N-Roll Self Storage Water Trunk Line
C/O Keith Clow
1085 Glenway Ave.
Fruitland, ID 83619

Date: August 30, 2018

Please prepare a reimbursement payment as follows:

To: Lock-N-Roll Self Storage, LLC
C/O Keith Clow

Re: Lock-N-Roll Water Trunk Line

Amount: \$9,246.94

Account: 05-6305

This reimbursement includes all eligible payments through August 30, 2018. Payment history is shown below for reference:

REIMBURSEMENT ACTIVITY

AS ADOPTED FROM THE REIMBURSEMENT AGREEMENT R75-2017

Contractual Amount:	\$75,000.99
Term(years)	10
Annual Interest	4.00%
Annual Payment	\$9,246.94

Date	PAYMENT	INTEREST	PRINCIPAL	BALANCE
10/4/2017				\$75,000.99
9/1/2017	\$9,246.94	\$3,000.04	\$6,246.90	\$68,754.09
9/1/2018	\$9,246.94	\$2,750.16	\$6,496.78	\$62,257.31
9/1/2019				\$62,257.31

**RESOLUTION NO. R62-2018
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE CITY TREASURER TO PAY LOCK-N-ROLL SELF STORAGE, LLC. THE AMOUNT OF \$9,246.94 FOR REIMBURSEMENT PURSUANT TO THE TERMS OF THE WATER TRUNK REIMBURSEMENT AGREEMENT.

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

Section 1. The City of Kuna, Idaho and the Developer entered into a reimbursement agreement, as approved by the City Council pursuant to resolution R75-2017 dated October 4, 2017.

Section 2. The amount due to Lock-N-Roll Self Storage, LLC as calculated pursuant to the terms of the reimbursement agreement is \$9,246.94 as attached hereto as EXHIBIT A, and therefore the City of Kuna, Idaho's Treasurer is authorized to pay Lock-N-Roll Self Storage, LLC the sum of \$9,246.94.

PASSED BY THE COUNCIL of Kuna, Idaho this 4th day of September, 2018.

APPROVED BY THE MAYOR of Kuna, Idaho this 4th day of September, 2018.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

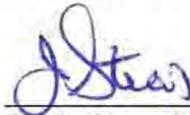
**RESOLUTION NO. R75-2017
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE AND THE CLERK TO ATTEST TO THE REIMBURSEMENT AGREEMENT WITH KEITH CLOW AND/OR LOCK-N-ROLL SELF STORAGE, LLC. IN THE AMOUNT OF NINETY TWO THOUSAND FOUR HUNDRED SIXTY NINE AND 43/100 (\$92,469.43).

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the Mayor of the City is hereby authorized to execute and the Clerk is authorized to attest to that certain Agreement titled "Reimbursement Agreement – Lock-N-Roll Self Storage Water Trunk Project regarding cost recovery for construction of water facilities related to said project and in the amount of ninety two thousand four hundred sixty nine and 43/100 (\$92,469.43); by and between said city and; which Agreement is attached hereto, and made a part hereof, as if set forth in full.

PASSED BY THE COUNCIL of Kuna, Idaho this 3rd day of October 2017.

APPROVED BY THE MAYOR of Kuna, Idaho this 3rd day of October 2017.



Joe L. Stear, Mayor

ATTEST:


Chris Engels, City Clerk

REIMBURSEMENT AGREEMENT

Lock-N-Roll Self Storage Water Trunk Project

THIS AGREEMENT made this 4th day of October 2017, by and between the CITY OF KUNA, a municipal corporation, hereinafter called CITY, and KEITH CLOW and/or LOCK-N-ROLL SELF STORAGE, LLC, (individually and in his capacity as manager of said LLC) hereinafter called DEVELOPER:

WITNESSETH:

WHEREAS, CITY has prepared, adopted and updated a Kuna Water System Master Plan to guide the sizing, elevation and location of water system facility extensions; and

WHEREAS, on January 21, 2014 CITY adopted Resolution Number R08-2014 outlining the Water Facilities Reimbursement Policy for Water facilities construction conforming to the Kuna Water System Master Plan; and

WHEREAS, in implementing the updated Kuna Water System Master Plan, it is the further declared policy of CITY to extend the Kuna City Water System to areas inside the corporate limits of CITY not now served by a water system, subject to the owner of property in such areas being bound by and complying with all ordinances of CITY and all rules and regulations promulgated by CITY now in effect or hereinafter to be enacted; and

WHEREAS, DEVELOPER did construct a water system to the property known as, Lock-N-Roll Self Storage Project, as shown on **EXHIBIT A**, and has requested reimbursement for certain portions of the water system; and

WHEREAS, the constructed facilities are now included as a component of the CITY system and are now utilized by said CITY for their intended purpose; and

WHEREAS, CITY upon recommendation of the City Engineer, accepts and approves the proposal of DEVELOPER for reimbursement, subject to all the conditions hereinafter provided by this Agreement.

NOW THEREFORE, in consideration of the foregoing premises, it is agreed:

A. Preparation of Plans. DEVELOPER did cause to be prepared plans and specifications, drawings, instructions, bid proposal and all other contract documents for the construction and installation of the water system, shown on **EXHIBIT A**, including rights-of-way, grades and elevation, and materials to be used in the construction and installation of said water system.

B. Construction of Sewer System.

(1) DEVELOPER did install, construct and erect the water system and appurtenances as shown on **EXHIBIT A**, subject to the conditions hereinafter provided.

(2) DEVELOPER did provide all engineering and surveying and contract administration for the construction of the water system described on **EXHIBIT A**.

(3) DEVELOPER did satisfactorily complete the project in conformance with approved plans and did provide evidence bills of the general contractor and engineer have been paid.

C. Reimbursement to DEVELOPER. In recognition of the fact that DEVELOPER did install, construct and erect a water system as shown on **EXHIBIT A** for the amounts shown in **EXHIBIT B**, CITY shall reimburse to DEVELOPER, as directed in Paragraph N herein, up for the amount of ninety-two thousand, four hundred and sixty-nine dollars and forty-three cents (\$92,469.43). Reimbursement shall be provided from the funds and in the manner described in the currently adopted City of Kuna Water Facilities Reimbursement Policy.

D. Audit Period. CITY will make an audit of this agreement on an annual basis in conformance with the Reimbursement Policy of said CITY, and refund applicable fees collected during the audit period.

E. Term of Agreement. The audit and payment of reimbursement shall be for a period not to exceed ten (10) annual payments in conformance with the Reimbursement Policy of said CITY or until such time as reimbursement has been fully paid, whichever comes first.

F. Cost of Water Lines on DEVELOPER'S Property. All costs and expenses, including the construction, engineering, advertising, clerical, legal and licenses and permits which were required for the construction and installation of the water system upon and within DEVELOPER'S property not eligible for reimbursement as defined in the Reimbursement Policy, shall be at DEVELOPER'S sole expense.

G. Compliance with Laws. Upon connection to water, DEVELOPER agrees to abide by all applicable Kuna City laws, rules and regulations pertaining to water systems.

H. Indemnification and Insurance. DEVELOPER shall indemnify and save and hold harmless CITY from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by DEVELOPER related to the design, construction and otherwise providing of the facilities described in paragraphs B.1, B.2 and B.3, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of CITY or its employees.

I. No Assignment. DEVELOPER shall not assign any portion of this Agreement or any privilege hereunder, either voluntarily or involuntarily, without the prior written consent of CITY, which consent shall not be unreasonably withheld.

J. Definition of DEVELOPER'S Property. The term "DEVELOPER'S PROPERTY" in this Agreement shall mean the parcels described on Exhibit "A" attached hereto.

K. Representations.

(1) DEVELOPER, as defined above, represents that it is the only bona fide claimant to the reimbursements referenced in this agreement. Further, DEVELOPER represents it will indemnify CITY from all other claims as outlined in Paragraph H above.

(2) DEVELOPER, as defined above, represents that the General Contractor(s) for the construction of facilities described in EXHIBIT A have been fully paid. Further, DEVELOPER represents it will indemnify CITY from all claims of General Contractor(s) as outlined in Paragraph H above.

(3) DEVELOPER, as defined above, represents that in constructing and installing the water system referenced in this Agreement, it has complied with all laws, orders and regulations of Federal, State and Municipal authorities and has all licenses or permits which are required for the construction and installation of said system.

L. Accord and Full Satisfaction. DEVELOPER agrees that the amount of reimbursement as calculated in **EXHIBIT B**, is the full amount due and owing to DEVELOPER and DEVELOPER agrees to this amount as any compromise to any claim DEVELOPER may assert for any additional sums, known or unknown, and forever waives (gives up) the right to assert that the CITY owes DEVELOPER any additional sums above the amount of reimbursement.

M. Binding Effect. The terms and conditions of this Agreement shall be binding upon all of DEVELOPER'S assigns, or successors in interest to this Agreement.

N. Payments under terms of this agreement are to be made and addressed to: Lock-N-Roll Self Storage, LLC; c/o Keith Clow; 1085 Glenway Ave, Fruitland, ID 83619.

IN WITNESS WHEREOF, the parties shall cause this Agreement to be executed by their duly authorized officers, members and/or partners the day and year first above written.

CITY OF KUNA

Joe L. Stear
Joe L. Stear, Mayor

ATTEST:

Chris Engels
Chris Engels, City Clerk

Keith Clow
Keith Clow

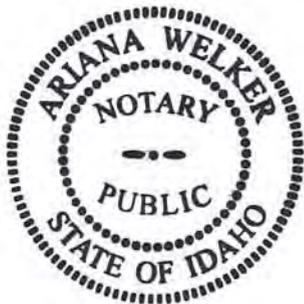


STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 28th day of September, 2017, before me, a notary public in and for said state, personally appeared KEITH CLOW known to me to be the person who subscribed said name to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Ariana Welker
Notary Public for Idaho
Residing at Ada County, Idaho
My commission expires: July 7, 2022



LOCK-N-ROLL SELF STORAGE, LLC

Keith Clow
Keith Clow, Manager

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 28th day of September, 2017, before me, a notary public in and for said state, personally appeared KEITH CLOW known to me to be the person who subscribed said name to the foregoing instrument, and acknowledged to me that they executed the same in his capacity of manager of Lock-N-Roll Self Storage, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Ariana Welker
Notary Public for Idaho
Residing at Ada County, Idaho
My commission expires: July 7, 2022

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 4th day of October, 2017, before me, the undersigned, personally appeared JOE L. STEAR as Mayor of the City of Kuna, Idaho a municipal corporation, known to ^{me} be to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same for and on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Ariana Welker
Notary Public for Idaho
Residing at Ada County, Idaho
My commission expires: July 7, 2022

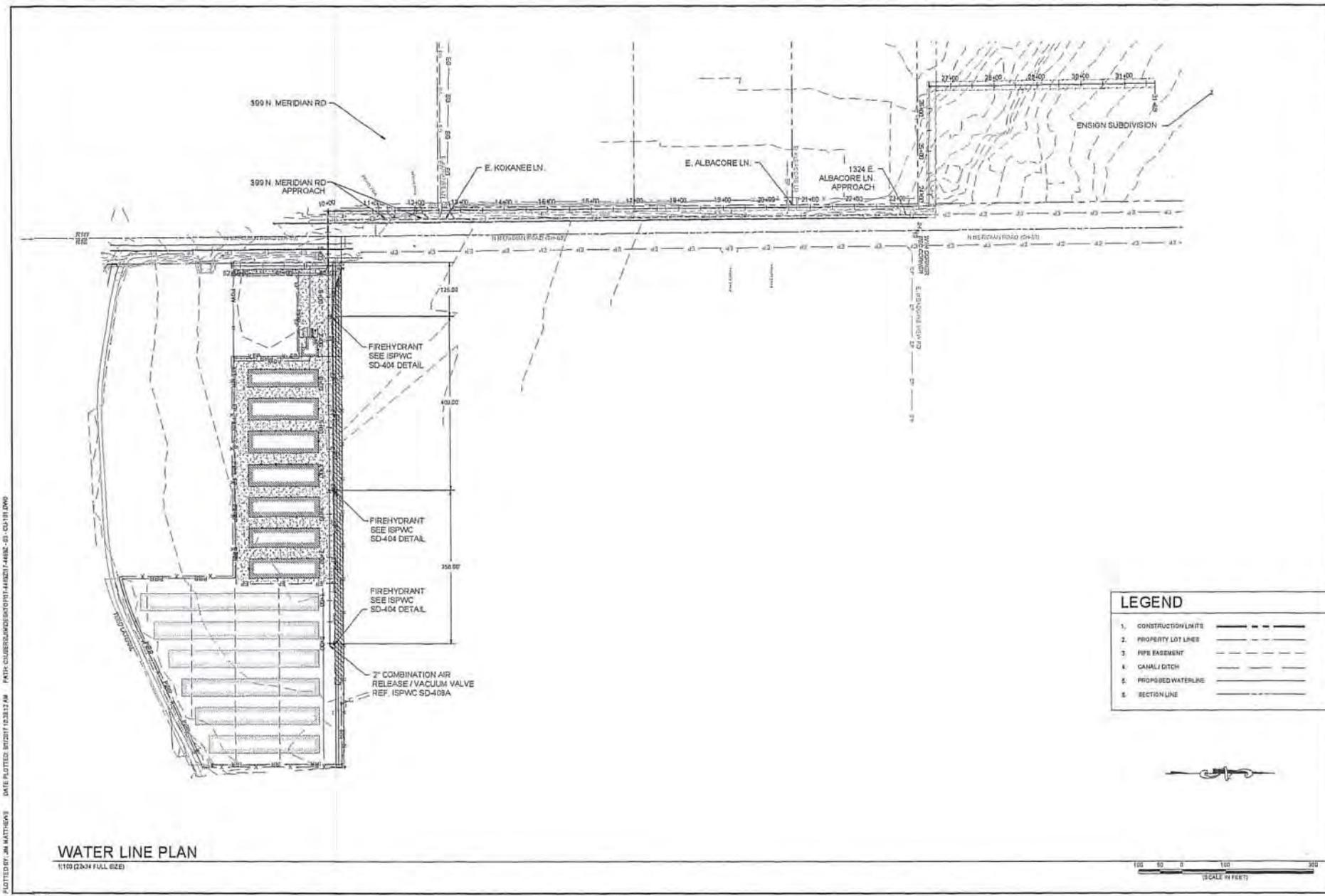
STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 4th day of October, 2017, before me, the undersigned, personally appeared and CHRIS ENGELS as City Clerk of the City of Kuna, Idaho a municipal corporation, known to ~~be~~^{me} to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same for and on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Ariana Welker
Notary Public for Idaho
Residing at Ada County, Idaho
My commission expires: July 7, 2022



PLOTTED BY: JIM MATTHEWS DATE PLOTTED: 09/20/17 10:28:17 AM PLOT: C:\Users\james\Documents\17446632\17446632.dwg - 6/ 09/20/17 10:28:17 AM



2101 54th Drive
Nampa, Idaho 83857
Phone (208) 955-9120

CIVIL UTILITY WATERLINE
LOCK N ROLL STORAGE
STATE HIGHWAY 81
ADA COUNTY
IDAHO, IDAHO
(KEITH CLOW)

REVISIONS	NO.	DATE	BY	DESCRIPTION
	1	09/20/17	JM	RECORD DRAWINGS
	2	09/21/17	JM	RECORD DRAWINGS



FILE NUMBER:
17-44632
DESIGNED BY:
A. LYON
CHECKED BY:
J. MATTHEWS
DATE:
September 2017

SHEET NUMBER:
CU-101
307 8

LEGEND

1. CONSTRUCTION LIMITS
2. PROPERTY LOT LINES
3. PIPE ALIGNMENT
4. CANAL CUTCH
5. PROPOSED WATERLINE
6. SECTION LINE



3101 Data Dr
Nampa, Idaho 83857
Phone (208) 858-8121

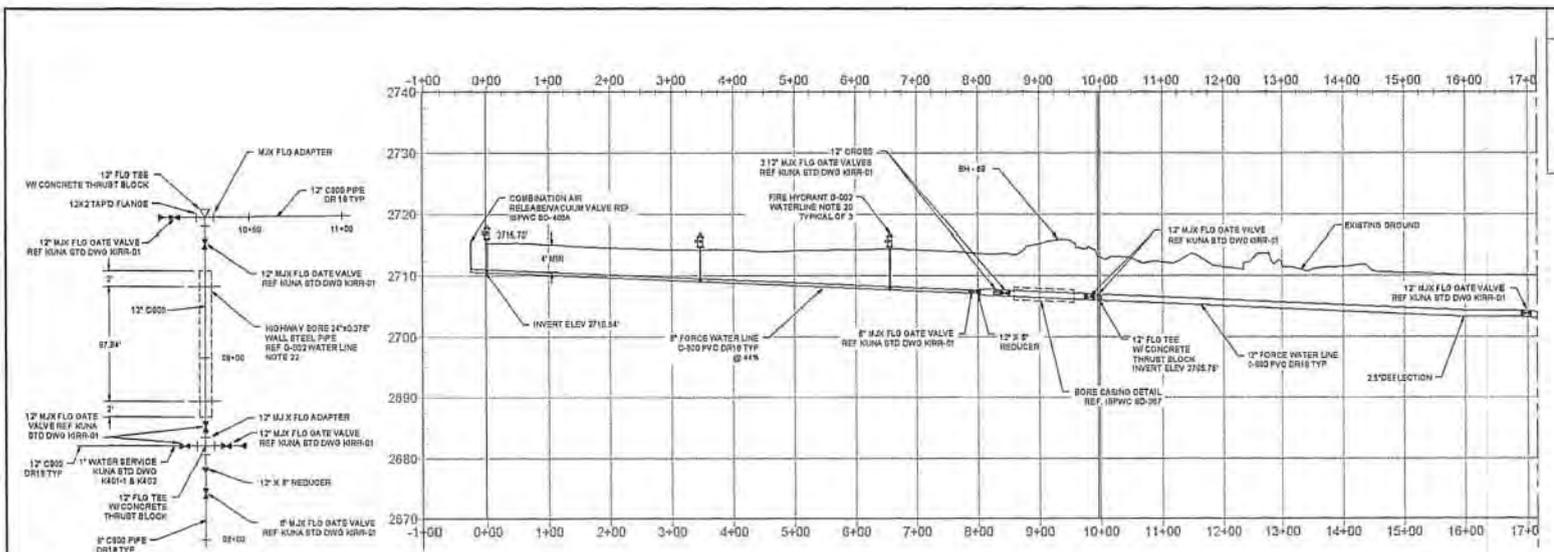
CIVILITY WATER LINE
LOCKER ROLL STORAGE
STATE HIGHWAY 89
ADA COUNTY
HEITHY/LOW

RECORDING	DATE	BY	DESCRIPTION
1	8/17/17	JAL	RECORD DRAWINGS
2	8/17/17	JAL	RECORD DRAWINGS

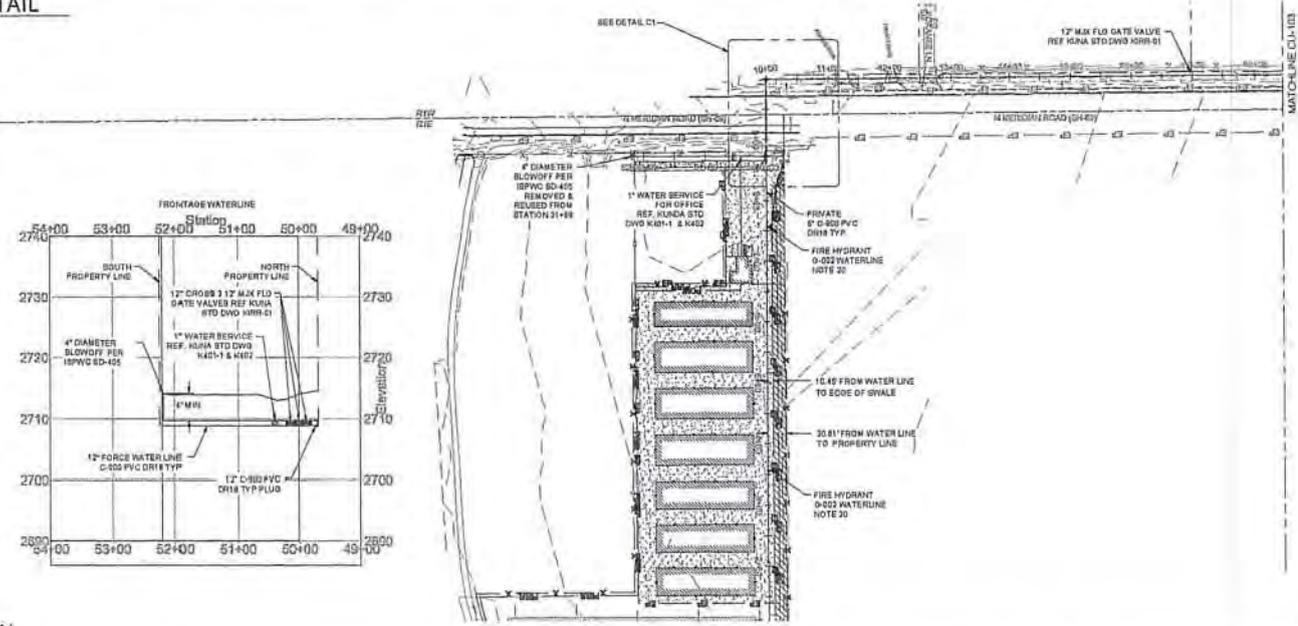


PREPARED BY
A. Lyman
DRAWN BY
J. Madhewi
DATE
August 2017

PROJECT NUMBER
CU-102
SHEET NUMBER
SOF 6



C1 PIPE CROSS DETAIL
NTE



WATER LINE PLAN
1:100 (2x24 FULL SIZE)



DRAWN BY: J. MADHEWI DATE PLOTTED: 8/16/17 10:28:48 AM PLOT FILE: C:\BUREAU\ENR\DRAWING\46217\46217-03-CU102.DWG

EXHIBIT B

Cost Recovery for Lock-N-Roll Self Storage

Water- Offsite Oversized		
Total Recoverable Project Cost	\$	75,000.99
Interest (4%)	\$	17,468.44
TOTAL COST	\$	92,469.43

Amount	\$	75,000.99
Interest	\$	17,468.44
Total Payment	\$	92,469.43
Years		10
Annual Interest		4%
Payment		\$9,246.94

Payment	Payment Date	Balance	Payment	Interest	Principal	Remaining
1	August-17	\$ 75,000.99	\$9,246.94	\$ 3,000.04	\$6,246.90	\$ 68,754.09
2	August-18	\$ 68,754.09	\$9,246.94	\$ 2,750.16	\$6,496.78	\$ 62,257.31
3	August-19	\$ 62,257.31	\$9,246.94	\$ 2,490.29	\$6,756.65	\$ 55,500.66
4	August-20	\$ 55,500.66	\$9,246.94	\$ 2,220.03	\$7,026.92	\$ 48,473.74
5	August-21	\$ 48,473.74	\$9,246.94	\$ 1,938.95	\$7,307.99	\$ 41,165.75
6	August-22	\$ 41,165.75	\$9,246.94	\$ 1,646.63	\$7,600.31	\$ 33,565.43
7	August-23	\$ 33,565.43	\$9,246.94	\$ 1,342.62	\$7,904.33	\$ 25,661.11
8	August-24	\$ 25,661.11	\$9,246.94	\$ 1,026.44	\$8,220.50	\$ 17,440.61
9	August-25	\$ 17,440.61	\$9,246.94	\$ 697.62	\$8,549.32	\$ 8,891.29
10	August-26	\$ 8,891.29	\$9,246.94	\$ 355.65	\$8,891.29	\$ (0.00)

REASONABLE DUTY- RECOVERY PERCENTAGE**ONSITE RECOVERY***

Acreage	8.774 acres
Interceptor Line Needed per Acre	33 LF
Reasonable Duty	290 LF
Interceptor Line Constructed	1995 LF
Net Length Reimbursible	1705 LF

OFFSITE RECOVERY PERCENTAGE

Line Size Required	8 inch
Line Size Provided	12 inch
Recovery Percentage per Policy	40.74 %

$$p = (1 - (D1/D2)^{2/.75}) * 100$$

*project did not have onsite improvements eligible for reimbursement



CITY OF KUNA

P.O. BOX 13

KUNA, ID 83634

www.kunacity.id.gov

Phone: (208) 577-8794

Email: bbachman@kunaid.gov

Bob Bachman, BOC 1, IBC

Public Works Director

City of Kuna

MEMORANDUM

To: Accounts Payable

From: Bob Bachman
Public Works Director

RE: Memory Ranch Regional Lift Station
Challenger Development, Inc.
1977 E Overland Rd
Meridian, ID 83642

Date: August 30, 2018

Please prepare a reimbursement payment as follows:

To: Challenger Development, Inc.
Re: Memory Ranch Regional Lift Station Reimbursement
Amount: **\$21,288.80**
Account: 05-6306

This reimbursement includes all eligible payments through August 30, 2018. Payment history is shown below for reference:

REIMBURSEMENT ACTIVITY

ITEM	DATE	REIMBURSEMENT	
		PAID	BALANCE
Initial total eligible reimbursement	7/19/2017	\$0.00	\$212,888.00
Reimbursement	9/1/2018	\$21,288.80	\$191,599.20

**RESOLUTION NO. R63-2018
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE CITY TREASURER TO PAY CHALLENGER DEVELOPMENT, INC. THE AMOUNT OF \$21,288.80 FOR REIMBURSEMENT PURSUANT TO THE TERMS OF THE MEMORY RANCH REGIONAL LIFT STATION REIMBURSEMENT AGREEMENT.

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

Section 1. The City of Kuna, Idaho and the Developer entered into a reimbursement agreement, as approved by the City Council pursuant to resolution R46-2017 dated July 19, 2017.

Section 2. The amount due to Challenger Development, Inc. as calculated pursuant to the terms of the reimbursement agreement is \$21,288.80 as attached hereto as **EXHIBIT A**, and therefore the City of Kuna, Idaho's Treasurer is authorized to pay Challenger Development, Inc. the sum of \$21,288.80.

PASSED BY THE COUNCIL of Kuna, Idaho this 4th day of September, 2018.

APPROVED BY THE MAYOR of Kuna, Idaho this 4th day of September, 2018.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

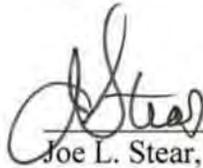
**RESOLUTION NO. R46-2017
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE EXECUTION OF THE REIMBURSEMENT AGREEMENT WITH CHALLENGER DEVELOPMENT, INC. IN THE AMOUNT OF \$212,888.00.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Mayor is hereby authorized to execute, and the Clerk is hereby authorized to attest to the agreement titled "Reimbursement Agreement – Memory Ranch Regional Lift Station Project" regarding cost recovery for construction of a regional lift station related to said project and in the amount of two hundred twelve thousand eight hundred eighty-eight dollars and no cents (\$212,888.00) by and between the City and Challenger Development, Inc., which Agreement is attached hereto, and made a part hereof, as if set forth in full.

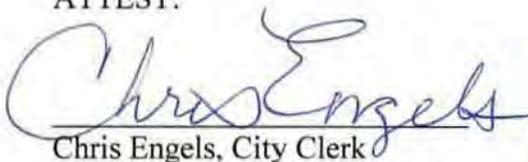
PASSED BY THE COUNCIL of Kuna this 5th day of July, 2017.

APPROVED BY THE MAYOR of Kuna this 5th day of July, 2017.



Joe L. Stear, Mayor

ATTEST:


Chris Engels, City Clerk



REIMBURSEMENT AGREEMENT
Memory Ranch Reginal Lift Station Project

THIS AGREEMENT made this 19th day of July 2017, by and between the CITY OF KUNA, a municipal corporation, hereinafter called CITY, and CHALLENGER DEVELOPMENT, INC, hereinafter called DEVELOPER:

WITNESSETH:

WHEREAS, CITY has prepared, adopted and updated a Kuna Sewer System Master Plan to guide the sizing, elevation and location of its municipal sewer system facility additions and extensions; and

WHEREAS, in implementing the updated Kuna Sewer System Master Plan, it is the further declared policy of CITY to extend the Kuna City Sewer System to areas inside the corporate limits of CITY not now served by a sewer system, subject to the owner of property in such areas being bound by and complying with all ordinances of CITY and all rules and regulations promulgated by CITY now in effect or hereinafter to be enacted; and

WHEREAS, DEVELOPER did design and obtain construction costs in the amount of \$362,904.00 as shown in **Exhibit C**, for a local sewer lift station system sufficient to serve the property known as Memory Ranch Subdivision Project; and

WHEREAS, DEVELOPER did re-design and construct a sewer lift station system at the request of the CITY in place of the local sewer lift station to serve as a regional sewer lift station, as shown on Exhibit A, attached hereto, at a cost of \$575,792.00 and has requested reimbursement in the amount of \$212,888.00 or the portion of the cost exceeding the estimated cost of the local sewer lift station system; and

WHEREAS, the constructed facilities are now included as a component of the CITY system and are now utilized by said CITY for their intended purpose; and

WHEREAS, CITY upon recommendation of the City Engineer, accepts and approves the proposal of DEVELOPER for reimbursement, subject to all the conditions hereinafter provided by this Agreement.

NOW THEREFORE, in consideration of the foregoing premises, it is agreed:

A. DEVELOPER did cause to be prepared plans and specifications, drawings, instructions, bid proposal and all other contract documents for the construction and installation of the sewer lift station system, shown on Exhibit "A," including rights-of-way, grades and elevation, and materials to be used in the construction and installation of said sewer lift station system.

B. Construction of Regional Sewer Lift Station System.

(1) DEVELOPER did install, construct and erect the sewer lift station system and appurtenances as shown on **Exhibit "A"**, subject to the conditions hereinafter provided.

(2) DEVELOPER did provide all engineering and surveying and contract administration for the construction of the sewer lift station system described on **Exhibit "A"**.

(3) DEVELOPER did satisfactorily complete the project in conformance with approved plans and did provide evidence bills of the general contractor and engineer have been paid.

C. Reimbursement to DEVELOPER. In recognition of the fact that DEVELOPER did install, construct and erect a regional sewer lift station system as shown on **Exhibit "A"** for the amounts shown in **Exhibit "B"**, CITY shall reimburse to DEVELOPER two hundred twelve thousand eight hundred eighty-eight dollars and zero cents (212,888.00).

D. Cost of Sewer Lines on DEVELOPER'S Property. All costs and expenses, including the construction, engineering, advertising, clerical, legal and licenses and permits which were required for the construction and installation of the sewer system upon and within DEVELOPER'S property not eligible for reimbursement as defined in the Reimbursement Policy, shall be at DEVELOPER'S sole expense.

E. Compliance with Laws. Upon connection to sewer, DEVELOPER agrees to abide by all applicable Kuna City laws, rules and regulations pertaining to sewer systems.

F. Indemnification and Insurance. DEVELOPER shall indemnify and save and hold harmless CITY from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by DEVELOPER related to the design, construction and otherwise providing of the facilities described in paragraphs B.1, B.2 and B.3, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of CITY or its employees.

G. Definition of DEVELOPER'S Property. The term "DEVELOPER'S PROPERTY" in this Agreement shall mean the parcels described on Exhibit "A" attached hereto.

H. Representations.

(1) DEVELOPER, as defined above, represents that it is the only bona fide claimant to the reimbursements referenced in this agreement. Further, DEVELOPER

represents it will indemnify CITY from all other claims as outlined in Paragraph F above.

(2) DEVELOPER, as defined above, represents that the General Contractor(s) for the construction of facilities described in Exhibit "A" have been fully paid. Further, DEVELOPER represents it will indemnify CITY from all claims of General Contractor(s) as outlined in Paragraph F above.

(3) DEVELOPER, as defined above, represents that in constructing and installing the sewer system referenced in this Agreement, it has complied with all laws, orders and regulations of Federal, State and Municipal authorities and has all licenses or permits which are required for the construction and installation of said system.

I. Binding Effect. The terms and conditions of this Agreement shall be binding upon all of DEVELOPER'S assigns, or successors in interest to this Agreement.

J. Payments under terms of this agreement are to be made and addressed to: Challenger Development, Inc; 1977 E. Overland Road; Meridian, Idaho 83642.

IN WITNESS WHEREOF, the parties shall cause this Agreement to be executed by their duly authorized officers, members and/or partners the day and year first above written.

CITY OF KUNA

[Signature]
MAYOR

ATTEST:

[Signature]
CITY CLERK


CHALLENGER DEVELOPMENT, INC.

[Signature]
Corey D. Barton, President

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 19th day of July, 2017, before me, the undersigned, personally appeared Corey Barton known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same as President (title) and on behalf of Challenger Development, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

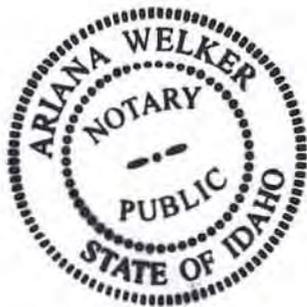


Adair
Notary Public for Idaho
Residing at Nampa, Idaho
My commission expires: 6-05-22

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 6th day of July, 2017, before me, the undersigned, personally appeared JOE L. STEAR and Chris Engels Mayor and City Clerk respectively of CITY OF KUNA, a municipal corporation, known to be to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Ariana Welker
Notary Public for Idaho
Residing at Ada County, Idaho
My commission expires: July 7, 2022

EXHIBIT A



W Lake Hazel Rd

MEMORY RANCH
LIFT STATION

S Ten Mile Rd

LEGEND



MEMORY RANCH LIFT STATION



MEMORY RANCH #1

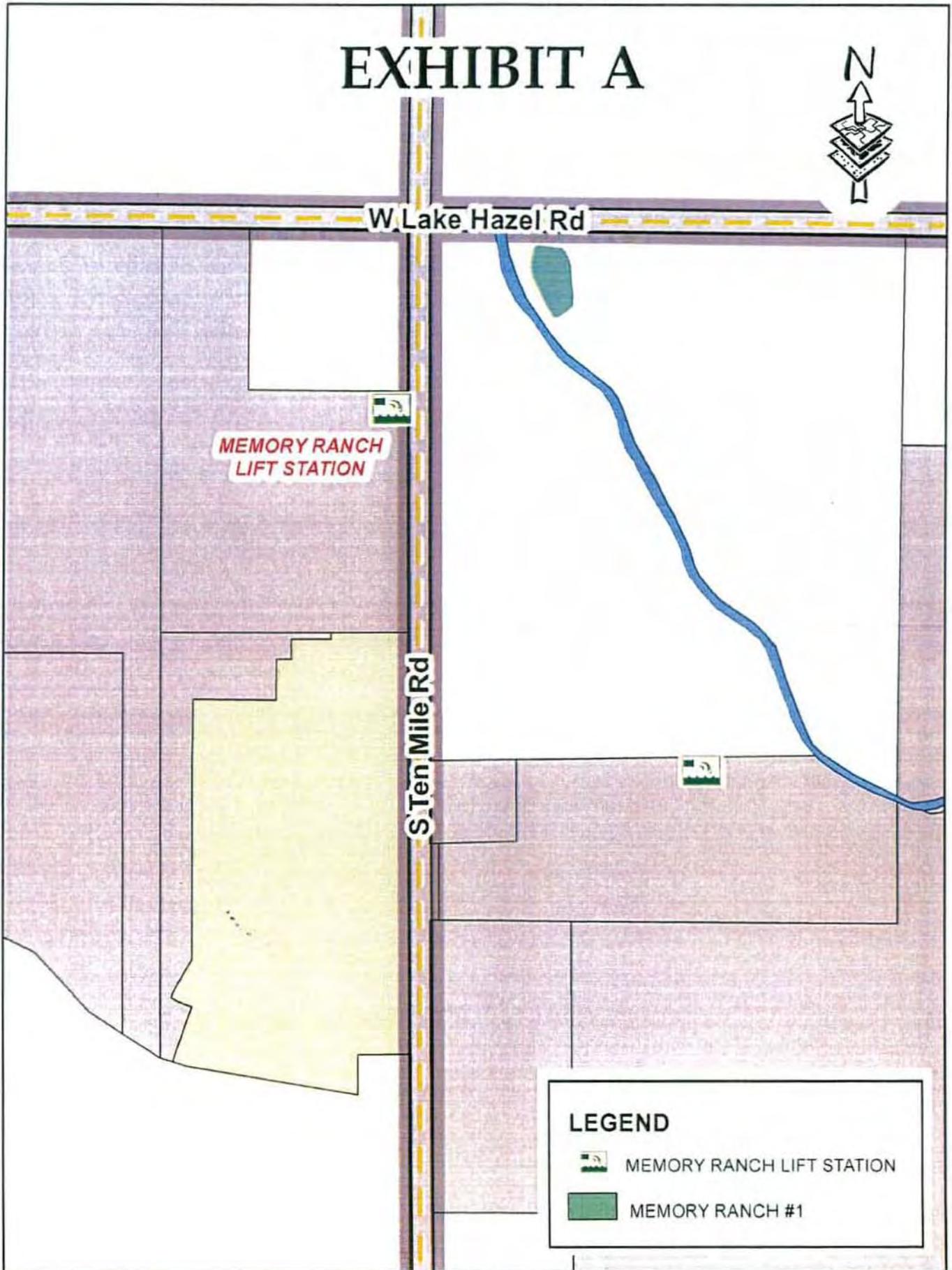


EXHIBIT "B"
OVERSIZED REGIONAL LIFT STATION COST RECOVERY SUMMARY
MEMORY RANCH PROJECT

MASTER LIFT STATION	
Total Project Cost	\$ 575,792.00
Total Developer Project Cost	\$ 362,904.00
Total Recoverable Project Cost	\$ 212,888.00

Proposal



AN MDU RESOURCES COMPANY

KNIFE RIVER Southern Idaho Division

5450 W. Gowen Road

Boise, Id. 83709

Contact: Mike Cole

Phone: (208) - 362-6152

Fax: (208) - 562-5045

Quote To: Shawn Brownlee

Job Name: Memory Ranch Lift Station

Date of Plans: 3/29/15

Addendums:

Phone:

Fax:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	8" MAIN	172.00	LF	57.00	9,804.00
20	48" MANHOLE	2.00	EA	2,700.00	5,400.00
30	6" PRESSURE SEWER	1,344.00	LF	31.25	42,000.00
40	PRESSURE SEWER CLEANOUTS	3.00	EA	5,900.00	17,700.00
50	72" DOUBLE CHECK MANHOLE	1.00	LS	14,000.00	14,000.00
60	TIE INTO EXISTING	1.00	LS	7,800.00	7,800.00
70	TRAFFIC CONTROL-PAVING	1.00	LS	43,200.00	43,200.00
80	SEWER LIFT STATION	1.00	LS	211,000.00	211,000.00
140	VALVE VAULT	1.00	LS	12,000.00	12,000.00
GRAND TOTAL					\$362,904.00

Memory Local Lift Station

NOTES:

Bid Notes:

- 1. Price includes (1) mobilization to job. Each additional mobilization will be invoiced at quoted price.
- 2. Work will be completed upon a mutually agreed schedule.
- 3. Does not include any SWWPP, ESC plans or maintenance.
- 4. Includes ROW permit.

EXCLUSIONS

- 1. Permits, fees or bonds of any kind.
- 2. Fees for inspections or testing.
- 3. Pavement markings or signage.
- 4. Surveying or staking.
- 5. Removal/backfill of soft or saturated soils below subgrade.
- 6. Erosion control or SWPPP.
- 7. EPA permit, paperwork or inspection requirements.
- 8. Demolition/removals not specifically quoted.
- 9. Traffic Control
- 10. Paving over grade will be by KRC approved grade.

By signing this Proposal, customer agrees that the terms contained in this Proposal shall be incorporated into any subsequent contract or subcontract agreement, and shall be inserted into the final contract or subcontract entered into between Knife River and the customer. In the event any of the terms or conditions of a subsequent written agreement conflict with the terms of this Proposal, the terms in this Proposal shall control.

All work to be completed in a workmanlike manner according to the written plans and specifications provided to Knife River and standard industry practices. Any alteration, change or deviation from applicable specifications of the materials or work subject to this proposal will only be provided upon written direction from the customer, and customer agrees to pay Knife River any additional costs associated with such alteration, change or deviation.

Knife River shall be paid for actual quantities installed and/or furnished. Payment is due upon progress billings each 30 days. Retainage held shall be a maximum of 5%. The retainage will be payable upon substantial completion of the work. All past due amount(s) shall bear interest at eighteen percent (18%) per annum or the highest rate allowed by law from the date of billing.

Unless specified in this Proposal, Knife River is not bound by a specific time for its work to commence or materials to be furnished to the project. Knife River agrees to perform its work with due diligence in connection with its other work.

Knife River shall not be responsible for any consequential damages related to the materials or services furnished under this Proposal. Customer hereby waives and releases Knife River from any delays caused by events outside of Knife River's control, including but not limited to, actions of other contractors or subcontractors performing work on the subject project, acts of the owner or its agents, utility interference, unforeseen conditions, strikes, accidents, acts of God, fires, floods, epidemics, unusually severe weather, unavoidable casualties and unusual delays in deliveries. Knife River's workers are fully covered by Worker's Compensation Insurance. Knife River may withdraw this proposal if not accepted within 15 days from the date of proposal. In the event of litigation, the prevailing party shall be entitled to reasonable attorney's fees and related costs.

Knife River
Authorized Signature _____ Date _____

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. Knife River is authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature _____ Date _____



KNIFE RIVER CO.
Remit To:
Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208)-362-6199

Customer:

473702
TRILOGY DEVELOPMENT
JOHNJR@TRILOGYIDAHO.COM
9839 W CABLE CAR STREET, STE 101
BOISE ID 83709

RECEIVED
APR 13 REC'D

E-MAILED
5-11-17
Aclair

Contract Billing		
Contract No: 3066062	Project No. 3066062	Invoice No. 9093
Job Description KUNA REGIONAL LIFT STATION <i>Memory Ranch</i>		
Invoice Date: 03/30/17	Appl No. 2	Adjust No.
Bill From: 03/01/17	Bill To: 03/30/17	Cust Ref No. 473702

C/O	Bid Item	Description	Units	UM	Unit Price	Extension	Total Units To Date	Total Billing	Previous Units To Date	Previous Billing	Current Units	Current Billing
	10	8" MAIN	110.00	LF	64.00	7,040.00	110.00	7,040.00	110.00	7,040.00	0.00	0.00
	12	10" MAIN	18.00	LF	80.00	1,440.00	18.00	1,440.00	18.00	1,440.00	0.00	0.00
	14	18" MAIN	86.00	LF	96.00	8,256.00	86.00	8,256.00	0.00	0.00	86.00	8,256.00
	20	48" MANHOLE	2.00	EA	3,700.00	7,400.00	2.00	7,400.00	1.00	3,700.00	1.00	3,700.00
	30	10" PRESSURE SEWER	1,344.00	LF	42.00	56,448.00	1,344.00	56,448.00	0.00	0.00	1,344.00	56,448.00
	35	2" CROSS CONNECT BETWEEN EX AN	1.00	LS	2,500.00	2,500.00	100.00 %	2,500.00	0.00 %	0.00	100.00 %	2,500.00
	40	PRESSURE SEWER CLEANOUTS	2.00	EA	15,850.00	31,700.00	2.00	31,700.00	0.00	0.00	2.00	31,700.00
	50	72" DOUBLE CHECK MANHOLE	1.00	LS	21,800.00	21,800.00	100.00 %	21,800.00	0.00 %	0.00	100.00 %	21,800.00
	60	TIE INTO EXISTING	1.00	LS	6,400.00	6,400.00	100.00 %	6,400.00	0.00 %	0.00	100.00 %	6,400.00
	70	TRAFFIC CONTROL PAVING	1.00	LS	41,700.00	41,700.00	100.00 %	41,700.00	0.00 %	0.00	100.00 %	41,700.00
	80	SEWER LIFT STATION	1.00	LS	341,000.00	341,000.00	75.00 %	255,750.00	25.00 %	85,250.00	50.00 %	170,500.00
	140	VALVE VAULT AND FLOW METER VAU	2.00	EA	18,400.00	36,800.00	2.00	36,800.00	0.00	0.00	2.00	36,800.00
		Total ORIGINAL			\$	562,484.00	\$	477,234.00	\$	97,430.00	\$	379,804.00
		Subtotal Amount:			\$	562,484.00	\$	477,234.00	\$	97,430.00	\$	379,804.00
RETN		RETAINAGE						(23,861.70)		(4,871.50)		(18,990.20)
		Total Invoice Amount:					\$	453,372.30	\$	92,558.50	\$	360,813.80



KNIFE RIVER CO.
Remit To:
Southern Idaho Division
5450 W. Gowen Road
Boise, ID 83709
Fax: (208)-362-6199

Customer:

473702
TRILOGY DEVELOPMENT
JOHNJR@TRILOGYIDAHO.COM
9839 W CABLE CAR STREET, STE 101
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Contract Billing		
Contract No: 3066062	Project No. 3066062	Invoice No. 9093
Job Description KUNA REGIONAL LIFT STATION		
Invoice Date: 03/30/17	Appl No. 2	Adjust No.
Bill From: 03/01/17	Bill To: 03/30/17	Cust Ref No. 473702

C/O	Bid Item	Description	Units	UM	Unit Price	Extension	Total Units To Date	Total Billing	Previous Units To Date	Previous Billing	Current Units	Current Billing
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JK
P. Manager

5/1/17
Date

Memony Barwn
Project

Underground
ACCT

III HTPM LIB CBII

Approved Hold

Previous Invoices:	\$	92,558.50
Current Invoices:	\$	<u>360,813.80</u>
Total Amount Billed to Date:	\$	453,372.30
Total Payments Received to Date:	\$	(92,558.50)
Total Outstanding	\$	<u>360,813.80</u>

Program ID: R55520062
Version: KRC0001 Contract Progress Billings Worksheet
User ID: ROMANELLOJ
Job Number: 3966062 KUNA REGIONAL LIFT STATION

KNIFE RIVER - ID
CONTRACT PROGRESS BILLING WORKSHEET
As Of Date: 03/29/17

03/29/17 14:25:53
Page: 3 of 5
Environment: JPD920

CO	Bid Item	Description	UM	Contract Units	Schedule of Values	Billed Units	Billed Amount	Unit Price	% Complete	Current Units	Current \$	Current Amount
000	10	8" MAIN	LF	110.00	7,030.00	110.00	7,030.00	64.0000	100.00%			
000	12	10" MAIN	LF	15.00	1,440.00	15.00	1,440.00	80.0000	100.00%			
000	14	18" MAIN	LF	86.00	8,256.00			96.0000	0.00	86		
000	20	48" MANHOLE	EA	2.00	7,400.00	1.00	3,700.00	3,700.0000	50.00%	81		
000	30	10" PRESSURE SEWER	LF	1,344.00	56,448.00			42.0000	0.00	1344		
000	35	2" CROSS CONNECT BETWEEN EX AN	LS	1.00	2,500.00			2,500.0000	0.00	1		
000	40	PRESSURE SEWER CLEANOUTS	EA	2.00	31,700.00			15,850.0000	0.00	2		
000	50	72" DOUBLE CHECK MANHOLE	LS	1.00	21,800.00			21,800.0000	0.00	1		
000	60	TIE INTO EXISTING	LS	1.00	6,400.00			6,400.0000	0.00	1		
000	70	TRAFFIC CONTROL-PAVING	LS	1.00	41,700.00			41,700.0000	0.00	1		
000	80	SEWER LIFT STATION	LS	1.00	341,000.00		85,250.00	341,000.0000	25.00%	50%		
000	140	VALVE VAULT AND FLOW METER VAU	EA	2.00	36,800.00			18,400.0000	0.00	2		
TOTAL:					<u>562,484.00</u>		<u>97,430.00</u>					



KNIFE RIVER

AN MDU RESOURCES COMPANY

SOUTHERN IDAHO DIVISION

5450 W. Gowen Road
Boise, ID 83709
(208) 362-6152
(208) 562-5045 FAX

June 15th

Mr. John Laude Jr
Mr. Shawn Brownlee
Mr. Bill Brownlee
Trilogy Development

Project: Memory Ranch Regional Lift Station

Subject: COR changes in Lift Station during construction

Shawn,

See attached COR for multiple changes during the construction of the lift station.

Install larger ATS to accommodate future pump expansion	1	LS	\$7,590.00	\$7,590.00
Main line sewer went through guy wire, cost to hold power pole	1	LS	\$1,284.49	\$1,284.49
Extend gravel area around LS to accommodate guy wire	456	SF	\$1.40	\$638.71
Change in cleanout vaults, after I was built	1	LS	\$3,794.80	\$3,794.80
				\$13,308.00

The total for this change in work is \$13,308.00 **0 substantial contract days**. Knife River requests that a change order be issued in this amount. If you have any question please feel free to contact me.

Respectfully,

Michael G. Cole

Accepted By, _____



City of Kuna

July 10, 2017

Challenger Development, Inc.
1977 E. Overland Road
Meridian, Idaho 83642

Re: Reimbursement Agreement
Memory Ranch Regional Lift Station Project

To Whom It May Concern:

The City of Kuna, Idaho is transmitting two counter-parts of the Reimbursement Agreement for a regional lift station in connection with Memory Ranch Subdivision in Kuna.

The documents were submitted to and approved by the Kuna City Council on July 5, 2017 and signed by the Mayor and City Clerk July 6, 2017. Please sign and notarize each counter part of the agreement, keep a copy for Challenger Development, Inc. and return the City's copy to the City Clerk at:

City of Kuna
City Clerk's Office
P.O. Box 13
Kuna, Idaho 83634

Thereafter, you will be entitled to a one-time payment of \$212,888.00.

If you have any questions or need additional information, please call me at 922-5546.

Sincerely,

Chris Engels
City Clerk

2 Enclosures

P.O. BOX 13
KUNA ID 83634
(208)922-5546
www.KunaCity.id.gov

Mayor
Joe Stear

City Council
Members
Briana Buban-Vonder Haar
Richard Cardoza
Pat Jones
Greg McPherson



CITY OF KUNA

P.O. BOX 13

KUNA, ID 83634

www.kunacity.id.gov

Phone: (208) 577-8794

Email: bbachman@kunaid.gov

Bob Bachman, BOC 1, IBC

Public Works Director

City of Kuna

MEMORANDUM

To: Accounts Payable

From: Bob Bachman
Public Works Director

RE: Memory Ranch PI Trunk Line
Challenger Development, Inc.
1977 E Overland Rd
Meridian, ID 83642

Date: August 30, 2018

Please prepare a reimbursement payment as follows:

To: Challenger Development, Inc.
Re: Memory Ranch PI Trunk Line Reimbursement
Amount: **\$16,211.86**
Account: 05-6307

This reimbursement includes all eligible payments through August 30, 2018. Payment history is shown below for reference:

REIMBURSEMENT ACTIVITY

ITEM	DATE	REIMBURSEMENT	
		PAID	BALANCE
Initial total eligible reimbursement	6/6/2017	\$0.00	\$162,118.59
Reimbursement	9/1/2018	\$16,211.86	\$145,906.73
Reimbursement	9/1/2019		\$145,906.73

**RESOLUTION NO. R64-2018
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE CITY TREASURER TO PAY CHALLENGER DEVELOPMENT, INC. THE AMOUNT OF \$16,211.86 FOR REIMBURSEMENT PURSUANT TO THE TERMS OF THE PRESSURE IRRIGATION TRUNK REIMBURSEMENT AGREEMENT.

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

Section 1. The City of Kuna, Idaho and the Developer entered into a reimbursement agreement, as approved by the City Council pursuant to resolution R37-2017 dated June 6, 2017.

Section 2. The amount due to Challenger Development, Inc. as calculated pursuant to the terms of the reimbursement agreement is \$16,211.86 as attached hereto as **EXHIBIT A**, and therefore the City of Kuna, Idaho's Treasurer is authorized to pay Challenger Development, Inc. the sum of \$16,211.86.

PASSED BY THE COUNCIL of Kuna, Idaho this 4th day of September, 2018.

APPROVED BY THE MAYOR of Kuna, Idaho this 4th day of September, 2018.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

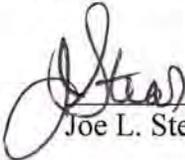
**RESOLUTION NO. R37-2017
CITY OF KUNA, IDAHO**

RESOLUTION AUTHORIZING EXECUTION OF A REIMBURSEMENT AGREEMENT IN THE AMOUNT OF \$162,118.59 WITH CHALLENGER DEVELOPMENT, INC.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Mayor and Clerk of said city are hereby authorized to execute that certain Agreement titled "Reimbursement Agreement – Memory Ranch Pressure Irrigation Trunk Project" regarding cost recovery for construction of pressure irrigation facilities related to said project and in the amount of one hundred sixty-two thousand one hundred eighteen dollars and fifty-nine cents (\$162,118.59); by and between said city and CHALLENGER DEVELOPMENT, INC., which Agreement is attached hereto, and made a part hereof, as if set forth in full.

PASSED BY THE COUNCIL of Kuna this 6th day of June, 2017.

APPROVED BY THE MAYOR of Kuna this 6th day of June, 2017.



Joe L. Stear, Mayor

ATTEST:


Chris Engels, City Clerk



REIMBURSEMENT AGREEMENT
Memory Ranch Pressure Irrigation Trunk Project

THIS AGREEMENT made this ____ day of _____ 2017, by and between the CITY OF KUNA, a municipal corporation, hereinafter called CITY, and CHALLENGER DEVELOPMENT, INC, hereinafter called DEVELOPER:

WITNESSETH:

WHEREAS, CITY has prepared, adopted and updated a Kuna Pressure Irrigation System Master Plan to guide the sizing, elevation and location of pressure irrigation system facility extensions; and

WHEREAS, on January 21, 2014 CITY adopted Resolution Number R10-2014 outlining the Pressure Irrigation Facilities Reimbursement Policy for pressure irrigation facilities construction conforming to the Kuna Pressure Irrigation System Master Plan; and

WHEREAS, in implementing the updated Kuna Pressure Irrigation System Master Plan, it is the further declared policy of CITY to extend the Kuna City Pressure Irrigation System to areas inside the corporate limits of CITY not now served by a pressure irrigation system, subject to the owner of property in such areas being bound by and complying with all ordinances of CITY and all rules and regulations promulgated by CITY now in effect or hereinafter to be enacted; and

WHEREAS, DEVELOPER did construct a pressure irrigation system to the property known as, Memory Ranch Subdivision No. 1 Project, as shown on Exhibit "A," and has requested reimbursement for certain portions of the pressure irrigation system; and

WHEREAS, the constructed facilities are now included as a component of the CITY system and are now utilized by said CITY for their intended purpose; and

WHEREAS, CITY upon recommendation of the City Engineer, accepts and approves the proposal of DEVELOPER for reimbursement, subject to all the conditions hereinafter provided by this Agreement.

NOW THEREFORE, in consideration of the foregoing premises, it is agreed:

A. Preparation of Plans. DEVELOPER did cause to be prepared plans and specifications, drawings, instructions, bid proposal and all other contract documents for the construction and installation of the pressure irrigation system, shown on Exhibit "A," including rights-of-way, grades and elevation, and materials to be used in the construction and installation of said pressure irrigation system.

B. Construction of Pressure Irrigation System.

(1) DEVELOPER did install, construct and erect the pressure irrigation system and appurtenances as shown on Exhibit "A," subject to the conditions hereinafter provided.

(2) DEVELOPER did provide all engineering and surveying and contract administration for the construction of the pressure irrigation system described on Exhibit "A."

(3) DEVELOPER did satisfactorily complete the project in conformance with approved plans and did provide evidence bills of the general contractor and engineer have been paid.

C. Reimbursement to DEVELOPER. In recognition of the fact that DEVELOPER did install, construct and erect a pressure irrigation system as shown on Exhibit "A" for the amounts shown in Exhibit "C", CITY shall reimburse to DEVELOPER, as directed in Paragraph M herein, up to one hundred sixty-two thousand one hundred eighteen dollars and fifty-nine cents (\$162,118.59). Reimbursement shall be provided from the funds and in the manner described in the City of Kuna Pressure Irrigation Facilities Reimbursement Policy attached hereto as Exhibit "B".

D. Audit Period. CITY will make an audit of this agreement on an annual basis in conformance with the Reimbursement Policy of said CITY, and refund applicable fees collected during the audit period.

E. Term of Agreement. The audit and payment of reimbursement shall be for a period not to exceed ten (10) annual payments in conformance with the Reimbursement Policy of said CITY or until such time as reimbursement has been fully paid, whichever comes first.

F. Cost of Pressure Irrigation Lines on DEVELOPER'S Property. All costs and expenses, including the construction, engineering, advertising, clerical, legal and licenses and permits which were required for the construction and installation of the pressure irrigation system upon and within DEVELOPER'S property not eligible for reimbursement as defined in the Reimbursement Policy, shall be at DEVELOPER'S sole expense.

G. Compliance with Laws. Upon connection to pressure irrigation, DEVELOPER agrees to abide by all applicable Kuna City laws, rules and regulations pertaining to pressure irrigation systems.

H. Indemnification and Insurance. DEVELOPER shall indemnify and save and hold harmless CITY from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by DEVELOPER related to the design, construction and otherwise providing of the facilities described in paragraphs B.1, B.2 and B.3, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of CITY or its employees.

I. No Assignment. DEVELOPER shall not assign any portion of this Agreement or any privilege hereunder, either voluntarily or involuntarily, without the prior written consent of CITY, which consent shall not be unreasonably withheld.

J. Definition of DEVELOPER'S Property. The term "DEVELOPER'S PROPERTY" in this Agreement shall mean the parcels described on Exhibit "A" attached hereto.

K. Representations.

(1) DEVELOPER, as defined above, represents that it is the only bona fide claimant to the reimbursements referenced in this agreement. Further, DEVELOPER represents it will indemnify CITY from all other claims as outlined in Paragraph H above.

(2) DEVELOPER, as defined above, represents that the General Contractor(s) for the construction of facilities described in Exhibit "A" have been fully paid. Further, DEVELOPER represents it will indemnify CITY from all claims of General Contractor(s) as outlined in Paragraph H above.

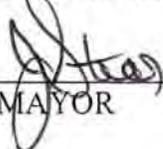
(3) DEVELOPER, as defined above, represents that in constructing and installing the pressure irrigation system referenced in this Agreement, it has complied with all laws, orders and regulations of Federal, State and Municipal authorities and has all licenses or permits which are required for the construction and installation of said system.

L. Binding Effect. The terms and conditions of this Agreement shall be binding upon all of DEVELOPER'S assigns, or successors in interest to this Agreement.

M. Payments under terms of this agreement are to be made and addressed to: Challenger Development, Inc; 1977 E. Overland Road; Meridian, Idaho 83642.

IN WITNESS WHEREOF, the parties shall cause this Agreement to be executed by their duly authorized officers, members and/or partners the day and year first above written.

CITY OF KUNA



MAYOR

ATTEST:



CITY CLERK

CHALLENGER DEVELOPMENT, INC.



Corey D. Barton, President



STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 12th day of May, 2017, before me, the undersigned, personally appeared Carey Barton known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same as President (title) and on behalf of Challenger Development, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

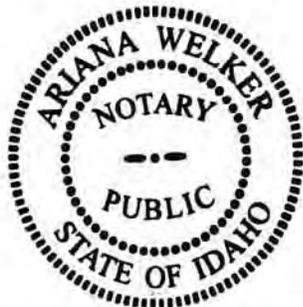


Adair Koltes
Notary Public for Idaho
Residing at Nampa, Idaho
My commission expires: 6-05-22

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

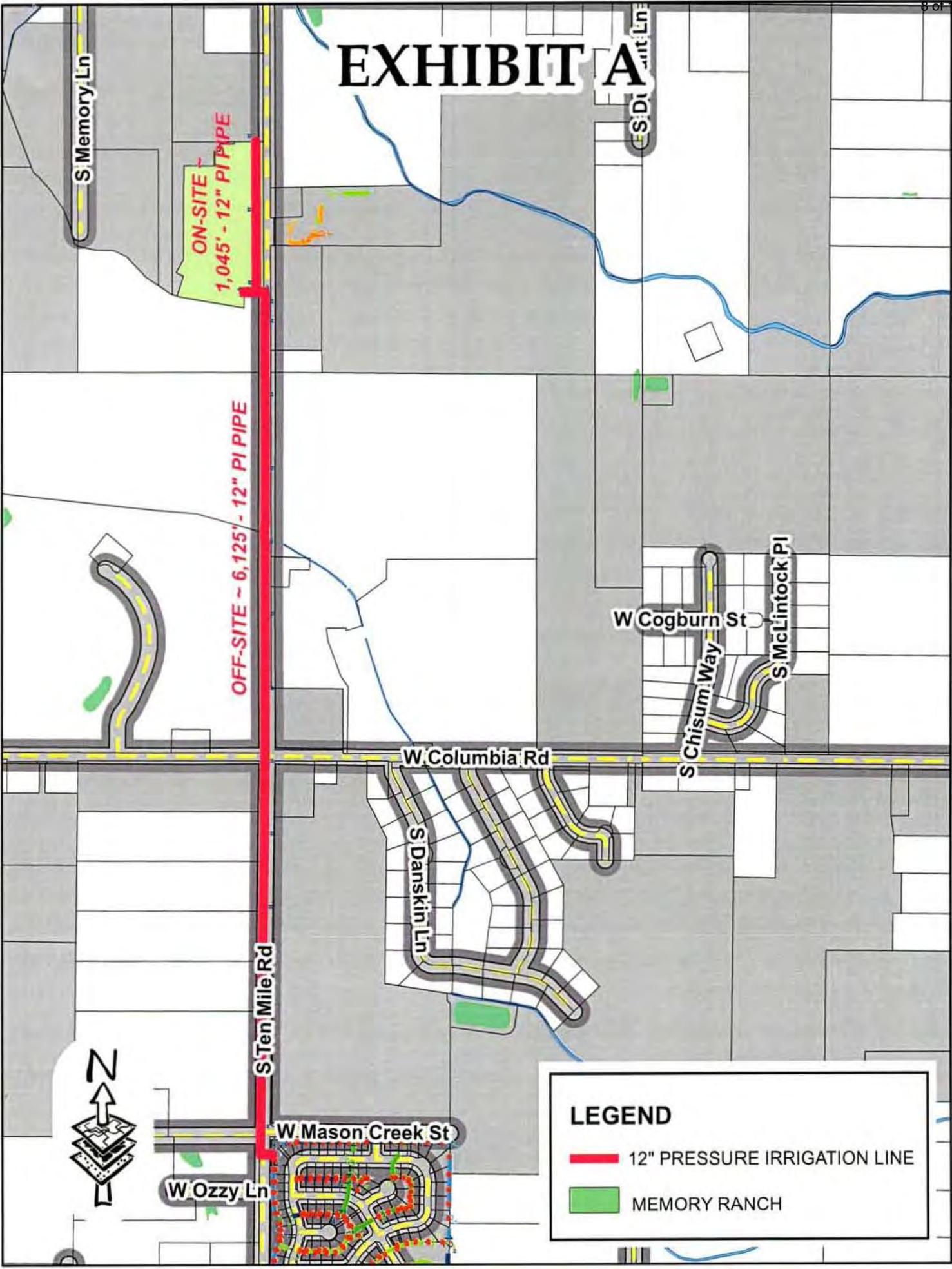
On this 7th day of June, 2017, before me, the undersigned, personally appeared JOE L. STEAR and Chris Engels Mayor and City Clerk respectively of CITY OF KUNA, a municipal corporation, known to be to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Ariana Welker
Notary Public for Idaho
Residing at Ada County, Idaho
My commission expires: July 7, 2022

EXHIBIT A



ON-SITE
1,045' - 12" PI PIPE

OFF-SITE ~ 6,125' - 12" PI PIPE

S Memory Ln

S Danskin Ln

W Cogburn St

S Chisum Way

S McLintock Pl

W Columbia Rd

S Danskin Ln

S Ten Mile Rd

W Mason Creek St

W Ozzy Ln

LEGEND

 12" PRESSURE IRRIGATION LINE

 MEMORY RANCH



EXHIBIT "B"

RESOLUTION NO. _____

CITY OF KUNA PRESSURE IRRIGATION FACILITIES REIMBURSEMENT POLICY

PURPOSE

A resolution of the City of Kuna setting forth a reimbursement policy that provides real property owners, developers, and/or the City of Kuna, hereinafter referred to as Sponsoring Developers, a mechanism to seek reimbursement for eligible pressure irrigation facilities that exceed the Sponsoring Developer's pressure irrigation facilities requirements as provided below. When a Sponsoring Developer, at its own expense and in conformance with the City Pressure Irrigation System Master Plan or at the direction of the City, constructs an extension of the existing Pressure Irrigation system or constructs oversized pressure irrigation facilities determined by the City to be larger than needed to serve Sponsoring Developer's project, the Sponsoring Developer may be reimbursed to the extent allowed in this policy by entering into a reimbursement agreement with the City. Reimbursement will be for eligible costs of the pressure irrigation facilities as described below.

City Pressure Irrigation Pipelines are classified as follows:

1. Master Plan Trunk Line (Street Frontage) – A pressure irrigation main, 8 inches or larger, identified in the Master Plan to be part of the major distribution grid and located in or adjacent to the street right-of-way fronting Sponsoring Developer's property. In this policy, frontage lines are treated as on-site lines.
2. Master Plan Trunk Line (On-site) – A pressure irrigation main, 8 inches or larger, identified in the Master Plan to be part of the major distribution grid and located within the Sponsoring Developer's property including lines in or adjacent to the street right-of-way fronting Sponsoring Developer's property.
3. Master Plan Trunk Line (Off-site) – A pressure irrigation main, 8 inches or larger, identified in the Master Plan to be part of the major distribution grid and not located on-site or in the street frontage or adjacent to the street right-of-way fronting Sponsoring Developer's property.
4. Looping Line (On-site) – A pressure irrigation main line required in City Standards, and with the diameter specified in said standards, whose purpose is to preserve circulation capability to serve Sponsoring Developer's property and adjacent properties, and located on-site but not in or adjacent to the street right-of-way fronting Sponsoring Developer's property.

5. Non-Master Plan Line (Off-site) – A pressure irrigation main line not identified in the Master Plan to be part of the major distribution grid and not located on-site or in the street frontage or adjacent to the street right-of-way fronting Sponsoring Developer’s property.
6. Distribution Line (On-site) - A pressure irrigation main line not identified in the Master Plan to be part of the major distribution grid and not a looping line, located on-site of the Sponsoring Developer’s property, and whose principal purpose is to deliver water to the various points of service within the Sponsoring Developer’s property.
7. Stub Line (On-site) - A pressure irrigation main line located on-site of the Sponsoring Developer’s property, connected to any of the main lines on-site and extending to the property boundary, beyond the last point of delivery for the Sponsoring Developer’s property, and whose principal purpose is to deliver water to neighboring properties. A stub line is generally constructed at the direction of the City, is generally 8 inches in diameter or smaller and is not a frontage line, looping line or Master Plan line.

A Sponsoring Developer’s project may be eligible or ineligible for reimbursement according to criteria outlined herein. For instance, a line constructed larger than needed at Sponsoring Developer’s discretion and not at the direction of the City is not eligible for reimbursement.

Each project or development is presumed to benefit from the work of earlier Sponsoring Developers and to have, as a condition for receiving benefit from the existing city sewer system, a “reasonable duty” to add to, enhance, oversize or extend the existing system within certain limits. This “reasonable duty” is not reimbursable. The construction of on-site or off-site facilities beyond this “reasonable duty” is presumed to be eligible for reimbursement to the extent allowed in this policy and as approved by the City.

“Reasonable duty” includes expenses incurred by the Sponsoring Developer from examples that follow:

1. Payment of Connection Fees: Connection fees are remitted at the time of building permit issuance, or in other circumstances, at the time of connection to the system as defined in city resolutions.
2. Master Plan Trunk Line (On-Site): Construct the diameter specified in the Master Plan, or the nominal diameter needed in reference to Sponsoring Developer’s peak demand, whichever is larger. The Sponsoring Developer’s “reasonable duty” for trunk line construction is the length of trunk line needed per development acre, as defined herein.
3. Master Plan Trunk Line (Off-site): Construct the diameter specified in the Master Plan, or the nominal diameter needed in reference to Sponsoring Developer’s peak demand, whichever is larger. The Sponsoring Developer’s “reasonable duty” for off-site trunk line construction is the trunk line needed per development acre less the length of trunk line on-site but not less than zero.

4. Looping Line (On-site): Construct the diameter specified in the City Standards, or the nominal diameter needed in reference to twice the Sponsoring Developer's peak demand, whichever is larger, and which is Sponsoring Developer's "reasonable duty". If the City directs that a looping line be replaced with a trunk line, it will be treated as an on-site Master Plan Trunk Line for reimbursement purposes.
5. Non-Master Plan Line (Off-site): Construct the line with a diameter of 4 inches, or the nominal diameter needed in reference to Sponsoring Developer's peak demand, whichever is larger, and which is Sponsoring Developer's "reasonable duty". If the City directs that an off-site non-master plan main line be replaced with a trunk line, it will be treated as an off-site Master Plan Trunk Line for reimbursement purposes.
6. Distribution Line (On-site): Construct the line with a diameter of 3 inches, or the nominal diameter needed in reference to Sponsoring Developer's peak demand, whichever is larger, and which is Sponsoring Developer's "reasonable duty".
7. Stub Line (On-site): Construct the line with a diameter up to 8 inches as directed by the City, and which is Sponsoring Developer's "reasonable duty".

DEFINITIONS

1. Line Capacity: The water carrying capacity of a pipeline based on pressure drop of 0.0037 psi per foot of line length.
2. Nominal Diameter Needed: In terms relevant to this policy, the minimum standard pipe diameter (3", 4", 6", 8", 10" and 12") with sufficient transmission capacity to carry the Sponsoring Developer's designated peak demand.
3. Peak Demand: In terms relevant to this policy, the Peak Demand is assumed to be the Peak Hour Demand referred to in City Standards. The Peak Hour Demand per typical lot is 15 gpm for a 3-inch main but decreases to 7.5 gpm/typical lot for a 12-inch main. In no case may a main line diameter be less than 3 inches, regardless of computed demand. A typical residential lot is 10,000 SF of total area or less. A typical commercial lot is 7,000 SF of landscaped area or less.
4. Property: For purposes of determining whether over-sized lines are on-site, off-site or lie in the frontage and for computing the nominal diameter needed, "Property" of Sponsoring Developer shall include the present project, future phases of the project, and other properties in the vicinity of the over-sized line in which the Sponsoring Developer or his partners has a property interest. However, once the "trunk line needed" component of the "reasonable duty" has been satisfied for a parcel, it is not imposed again for subsequent cost recovery agreements.
5. Property in the Vicinity: Property adjacent or in the same quarter section as the over-sized pipe line, or in the case of over-sized pipe lines fronting section or quarter-section lines, property in the quarter sections on each side, is considered "in the vicinity". In

most instances the City will require that trunk lines are located along section and quarter-section lines as contemplated in the City Master Plan.

6. **Trunk Line Needed:** Based on characteristics of development in Kuna; relying on the ½ mile trunk line grid in the Master Plan; adding for undeveloped land, waste land and other unconnected properties; adding for parks, common areas and other public properties; and deducting for connection fees paid in equivalent feet; it requires an average of 33 lineal feet of trunk line to serve the gross acreage of Sponsoring Developer’s project.

7. **Trunk Line Needed-Amended:** For projects also connecting to potable water and/or sewer, but which do not construct sufficient trunk line in the other facilities to satisfy the “trunk line needed” obligation in those other facilities, shall have the un-satisfied obligation in the other facilities, factored for relative cost, added to the “trunk line needed” obligation for the pressure irrigation system.

CONSTRUCTED PRESSURE IRRIGATION FACILITIES ELIGIBLE FOR REIMBURSEMENT

For pressure irrigation facilities to be considered eligible for any reimbursement from the City, the pressure irrigation facilities must meet at least one of the following conditions:

1. **Off-Site Lines:** A pressure irrigation main extension that lies off-site the Sponsoring Developer’s property and is beyond the “reasonable duty” of Sponsoring Developer’s project; or

2. **On-Site Lines:** A pressure irrigation main extension that lies within the Sponsoring Developer’s property and is beyond the “reasonable duty” of Sponsoring Developer’s project; or

3. **Off-Site Easements:** Off-site easements required for construction of the above described eligible off-site pressure irrigation facilities may also be eligible for reimbursement; or

4. **Off-Site Engineering:** Engineering services for off-site eligible pressure irrigation facilities up to a maximum of 7 percent (7%) of the construction cost of said pressure irrigation facilities; or

5. **Supply Facilities:** Any new irrigation supply facilities, as distinguished from transmission facilities, whether completely new facilities or facility upgrades. The facility’s costs may include wells, pumps and controls, standby power, storage ponds, booster station, SCADA controls and any other irrigation supply facilities approved by the City. Irrigation supply facilities will be reimbursed from the Irrigation Supply portion of Connection Fees using similar distribution methodology described herein; or

6. **City Construction:** When the City constructs extensions or replacements of pressure irrigation lines of any diameter using City funds, the City constructed pressure irrigation

facilities will be eligible for reimbursement to the City as a Sponsoring Developer and in the manner noted herein.

REIMBURSEMENT CONDITIONS

To be eligible for reimbursement, the Sponsoring Developer must, unless otherwise approved by the City, do the following:

1. Sponsoring Developer's project must be annexed into the City; and
2. Design the pressure irrigation facilities in accordance with the City's pressure irrigation master plan; and
3. Receive at least three bids for the pressure irrigation system construction and select the lowest responsive bid, unless otherwise approved by the City; and
4. Receive preliminary plat, special use permit or building permit approval from or complete a municipal service agreement with the City for the development being served by the pressure irrigation facilities; and
5. Construct the pressure irrigation facilities in accordance with the City approved plans and specifications including all lines and diameters directed by the City; and
6. Lawfully dedicate the pressure irrigation system facilities and any necessary easements to the City.

AMOUNT OF REIMBURSEMENT

1. Off-Site Pressure Irrigation Facilities: The amount of Eligible Reimbursement available to the Sponsoring Developer for eligible off-site pressure irrigation extensions beyond the "reasonable duty" shall be based upon a proportional amount of the costs to design and construct the facility computed from the ratio of the capacity of the nominal diameter needed by the Sponsoring Developer's project to 75% of the capacity of the diameter provided.
2. On-Site Pressure Irrigation Facilities: The amount of Eligible Reimbursement available to the Sponsoring Developer for eligible on-site pressure irrigation pipelines beyond the size of the "reasonable duty", shall be based upon an amount computed as the difference between the cost to design and construct the pipe size of the "reasonable duty" and the cost to design and construct the pipe size provided.
3. Interest Adjustment: The Sponsoring Developer's Eligible Reimbursement amount, as determined by items 1 through 2 above, may be increased by the amount of interest that would be accrued using 4% interest on a linear declining balance over a 10 year period.

FINANCING PRESSURE IRRIGATION FACILITIES

The City will generate revenue for financing Pressure Irrigation main pipeline facilities reimbursement agreements by assessing each equivalent dwelling unit (EDU) a Pressure Irrigation Main Line Fee (PIMLF), also known as Trunk Line Connection Fee, at time of connection or upon issuance of a building permit. The amount of this PIMLF will be established by City Council resolution. The City will review the PIMLF amount each year and may make adjustments annually as deemed necessary to cover pressure irrigation main line reimbursement costs.

REIMBURSEMENT AGREEMENTS AND METHODS OF REIMBURSEMENT

1. A Reimbursement Agreement entered into between the City and the Sponsoring Developer is a requirement for receiving reimbursement and shall provide the Sponsoring Developers the opportunity to receive a maximum of ten (10) consecutive annual reimbursement payments. The Reimbursement Agreement shall be entered into within one hundred eighty (180) days after completion of the project.
2. City sponsored extensions and expansions are presumed to exclusively benefit existing and future users and the public in general. As a Sponsoring Developer, the City is not required to enter into an agreement with itself, is not limited in number of annual payments and the costs of its projects are fully reimbursable and not subject to reductions in reimbursement by proportional usage or the "reasonable duty" defined herein. The City is subject, in its annual reimbursements, to the annual distribution percentages defined herein.
3. No reimbursement agreement shall reimburse Sponsoring Developers for construction costs that exceed the eligible reimbursement amount.
4. The City will retain 10% of the collected PIMLF for administration and developer support. This 10% fee will not reduce the Sponsoring Developers Eligible Reimbursement amount - only the amount of funds each year available for reimbursement to the Sponsoring Developer(s).
5. The Reimbursement Agreement will terminate when the sooner of either occurs: the Sponsoring Developer has been fully reimbursed the agreed upon reimbursement amount at or prior to the end of the term of the agreement, or the City has tendered the tenth (10th) annual payment whether or not the eligible reimbursement amount is paid in full. In no event shall the Reimbursement Agreement be extended beyond the initial term.
6. The City will collect the PIMLF from all entities that connect to and utilize the City's Pressure Irrigation facilities in conformance with adopted City policies. The portion of the PIMLF dedicated for reimbursement to Sponsoring Developers shall be reimbursed annually less the retained ten percent (10%) administration cost. Reimbursement payments, therefore, will be made on an annual basis but limited to the amount of the

PIMLF collected for pressure irrigation reimbursement and, in the proportions as defined below to each Sponsoring Developer.

7. The portion of the PIMLF dedicated for reimbursement that is collected annually from Pressure Irrigation connections will be reimbursed and distributed to Sponsoring Developers annually, based on the percent each Sponsoring Developer's initial Eligible Reimbursement amount is to the summed Total Eligible Reimbursement amount of all eligible Sponsoring Developers for that reimbursement year. The Sponsoring Developer's initial Total Eligible Reimbursement will not vary from year-to-year until retired but the Sponsoring Developer's percentage will vary as the combined initial Total Eligible Reimbursement amounts change from year-to-year.

Reimbursements will only be distributed for ten (10) annual payments after final acceptance of the Eligible Facility. Depending on the PIMLF collected within the ten-year Agreement period, and the number of claimants to those Fees, the Eligible Reimbursement amount may or may not be fully reimbursed. Also reimbursement to each Sponsoring Developer will not exceed his/her Total Eligible Reimbursement amount. Reimbursement Agreements or City sponsored projects completed on or before August 31st of one year will become eligible for the first payment of reimbursement funds on September 1st the following year.

8. If in any year a Sponsoring Developer's claim is satisfied with a partial payment, the dedicated portion of the PIMLF for that year shall be reduced by the partial payment and the remainder shall be distributed to the remaining Sponsoring Developers without further consideration of the satisfied claim.

Adopted by the City of Kuna this 21st day of January, 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

EXHIBIT "C"OVERSIZED PRESSURE IRRIGATION COST RECOVERY SUMMARY
MEMORY RANCH PROJECT

Pressure Irrigation -Offsite Oversized	
Total Recoverable Project Cost	\$ 132,884.09
Interest (4%)	\$ 29,234.50
TOTAL COST	\$ 162,118.59

EXHIBIT "C"
REASONABLE DUTY
MEMORY RANCH PROJECT

Acreage in Memory Ranch Project	67.4 acres
Trunk Line PI Needed per Acre	33 LF
Trunk Line Water Needed per Acre	33 LF
Reasonable Duty	4448 LF
Trunk Line Constructed	7738 LF
Net Length Reimbursible	3290 LF



CITY OF KUNA

P.O. BOX 13

KUNA, ID 83634

www.kunacity.id.gov

Phone: (208) 577-8794

Email: bbachman@kunaid.gov

Bob Bachman, BOC 1, IBC
Public Works Director
City of Kuna

MEMORANDUM

To: Accounts Payable

From: Bob Bachman
Public Works Director

RE: Timbermist, LLC Reimbursement Payment
3103 W. Sheryl Drive #100
Meridian, ID 83642
Timbermist Sewer Line Project

Date: August 30, 2018

Please prepare a reimbursement payment as follows:

To: Timbermist, LLC

Re: SEWER TRUNK PROJECT REIMBURSEMENT AGREEMENT

Amount: \$76,317.20

Account: 05-6306

This reimbursement includes all eligible payments through August 30, 2018. Payment history is shown below for reference:

REIMBURSEMENT ACTIVITY

ITEM	DATE	REIMBURSEMENT	
		PAID	BALANCE
Initial total eligible reimbursement	8/18/2015	\$0.00	\$212,519.51
Reimbursement	9/1/2016	\$62,609.44	\$149,910.07
Reimbursement	9/1/2017	\$73,592.87	\$76,317.20
Reimbursement	9/1/2018	\$76,317.20	\$0.00

**RESOLUTION NO. R65-2018
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE CITY TREASURER TO PAY TIMBERMIST, LLC THE AMOUNT OF \$76,317.20 FOR REIMBURSEMENT PURSUANT TO THE TERMS OF THE SEWER TRUNK REIMBURSEMENT AGREEMENT.

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

Section 1. The City of Kuna, Idaho and the Developer entered into a reimbursement agreement, as approved by the City Council pursuant to resolution R49-2015 dated August 18, 2015.

Section 2. The amount due to Timbermist, LLC, as calculated pursuant to the terms of the reimbursement agreement is \$76,317.20 as attached hereto as **EXHIBIT A**, and therefore the City of Kuna, Idaho's Treasurer is authorized to pay Timbermist, LLC. the sum of \$76,317.20.

PASSED BY THE COUNCIL of Kuna, Idaho this 4th day of September, 2018.

APPROVED BY THE MAYOR of Kuna, Idaho this 4th day of September, 2018.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

RESOLUTION NO. R49-2015

RESOLUTION AUTHORIZING EXECUTION OF A REIMBURSEMENT AGREEMENT IN THE AMOUNT OF \$212,519.51 WITH TIMBERMIST, LLC AND REPEALING RESOLUTION NO. R41-2015.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Mayor and Clerk of said city are hereby authorized to execute that certain Agreement titled "Reimbursement Agreement – Timbermist Subdivision-Kuna Project" regarding cost recovery for construction of sewer facilities related to Timbermist Subdivision and in the amount of two hundred twelve thousand five hundred nineteen dollars and fifty-one cents (\$212,519.51); by and between said city and TIMBERMIST, LLC, which Agreement is attached hereto, and made a part hereof, as if set forth in full.

BE IT FURTHER RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that City Resolution No. R41-2015 previously approved the 21st day of July 2015 by said City is hereby repealed.

PASSED BY THE COUNCIL of Kuna, Idaho this 18th day of August 2015.

APPROVED BY THE MAYOR of Kuna, Idaho this 18th day of August 2015.


W. Greg Nelson, Mayor

ATTEST:

Chris Engels by Dawn Stephens
Chris Engels, City Clerk Deputy City Clerk



REIMBURSEMENT AGREEMENT

Timbermist Subdivision-Kuna Project

THIS AGREEMENT made this 31st day of August 2015, by and between the CITY OF KUNA, a municipal corporation, hereinafter called CITY, and TIMBERMIST, LLC, hereinafter called DEVELOPER:

WITNESSETH:

WHEREAS, CITY has prepared, adopted and updated a Kuna Sewer System Master Plan to guide the sizing, elevation and location of sewer system facility extensions; and

WHEREAS, on January 21, 2014 CITY adopted Resolution Number R09-2014 outlining the Sewer Facilities Reimbursement Policy for sewer facilities construction conforming to the Kuna Sewer System Master Plan; and

WHEREAS, in implementing the updated Kuna Sewer System Master Plan, it is the further declared policy of CITY to extend the Kuna City Sewer System to areas inside the corporate limits of CITY not now served by a sewer system, subject to the owner of property in such areas being bound by and complying with all ordinances of CITY and all rules and regulations promulgated by CITY now in effect or hereinafter to be enacted; and

WHEREAS, DEVELOPER did construct a sewer system to the property known as, Timbermist Subdivision-Kuna Project, as shown on Exhibit "A," and has requested reimbursement for certain portions of the sewer system; and

WHEREAS, the constructed facilities are now included as a component of the CITY system and are now utilized by said CITY for their intended purpose; and

WHEREAS, CITY upon recommendation of the City Engineer, accepts and approves the proposal of DEVELOPER for reimbursement, subject to all the conditions hereinafter provided by this Agreement.

NOW THEREFORE, in consideration of the foregoing premises, it is agreed:

A. Preparation of Plans. DEVELOPER did cause to be prepared plans and specifications, drawings, instructions, bid proposal and all other contract documents for the construction and installation of the sewer system, shown on Exhibit "A," including rights-of-way, grades and elevation, and materials to be used in the construction and installation of said sewer system.

B. Construction of Sewer System.

(1) DEVELOPER did install, construct and erect the sewer system and appurtenances as shown on Exhibit "A," subject to the conditions hereinafter provided.

(2) DEVELOPER did provide all engineering and surveying and contract administration for the construction of the sewer system described on Exhibit "A."

(3) DEVELOPER did satisfactorily complete the project in conformance with approved plans and did provide evidence bills of the general contractor and engineer have been paid.

C. Reimbursement to DEVELOPER. In recognition of the fact that DEVELOPER did install, construct and erect a sewer system as shown on Exhibit "A" for the amounts shown in Exhibit "C", CITY shall reimburse to DEVELOPER, as directed in Paragraph M herein, up to two hundred twelve thousand five hundred nineteen dollars and fifty-one cents (\$212,519.51). Reimbursement shall be provided from the funds and in the manner described in the City of Kuna Sewer Facilities Reimbursement Policy attached hereto as Exhibit "B".

D. Audit Period. CITY will make an audit of this agreement on an annual basis in conformance with the Reimbursement Policy of said CITY, and refund applicable fees collected during the audit period.

E. Term of Agreement. The audit and payment of reimbursement shall be for a period not to exceed ten (10) annual payments in conformance with the Reimbursement Policy of said CITY or until such time as reimbursement has been fully paid, whichever comes first.

F. Cost of Sewer Lines on DEVELOPER'S Property. All costs and expenses, including the construction, engineering, advertising, clerical, legal and licenses and permits which were required for the construction and installation of the sewer system upon and within DEVELOPER'S property not eligible for reimbursement as defined in the Reimbursement Policy, shall be at DEVELOPER'S sole expense.

G. Compliance with Laws. Upon connection to sewer, DEVELOPER agrees to abide by all applicable Kuna City laws, rules and regulations pertaining to sewer systems.

H. Indemnification and Insurance. DEVELOPER shall indemnify and save and hold harmless CITY from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by DEVELOPER related to the design, construction and otherwise providing of the facilities described in paragraphs B.1, B.2 and B.3, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of CITY or its employees.

I. No Assignment. DEVELOPER shall not assign any portion of this Agreement or any privilege hereunder, either voluntarily or involuntarily, without the prior written consent of CITY, which consent shall not be unreasonably withheld.

J. Definition of DEVELOPER'S Property. The term "DEVELOPER'S PROPERTY" in this Agreement shall mean the parcels described on Exhibit "A" attached hereto.

K. Representations.

(1) DEVELOPER, as defined above, represents that it is the only bona fide claimant to the reimbursements referenced in this agreement. Further, DEVELOPER represents it will indemnify CITY from all other claims as outlined in Paragraph H above.

(2) DEVELOPER, as defined above, represents that the General Contractor(s) for the construction of facilities described in Exhibit "A" have been fully paid. Further, DEVELOPER represents it will indemnify CITY from all claims of General Contractor(s) as outlined in Paragraph H above.

(3) DEVELOPER, as defined above, represents that in constructing and installing the sewer system referenced in this Agreement, it has complied with all laws, orders and regulations of Federal, State and Municipal authorities and has all licenses or permits which are required for the construction and installation of said system.

L. Binding Effect. The terms and conditions of this Agreement shall be binding upon all of DEVELOPER'S assigns, or successors in interest to this Agreement.

M. Payments under terms of this agreement are to be made and addressed Timbermist, LLC, 3103 W. Sheryl Drive #100, Meridian, Idaho, 83642.

IN WITNESS WHEREOF, the parties shall cause this Agreement to be executed by their duly authorized officers, members and/or partners the day and year first above written.

CITY OF KUNA

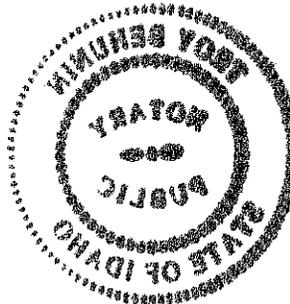
[Signature]
MAYOR

ATTEST:

Chris Engels by Dawn Stephens
CITY CLERK Deputy City Clerk

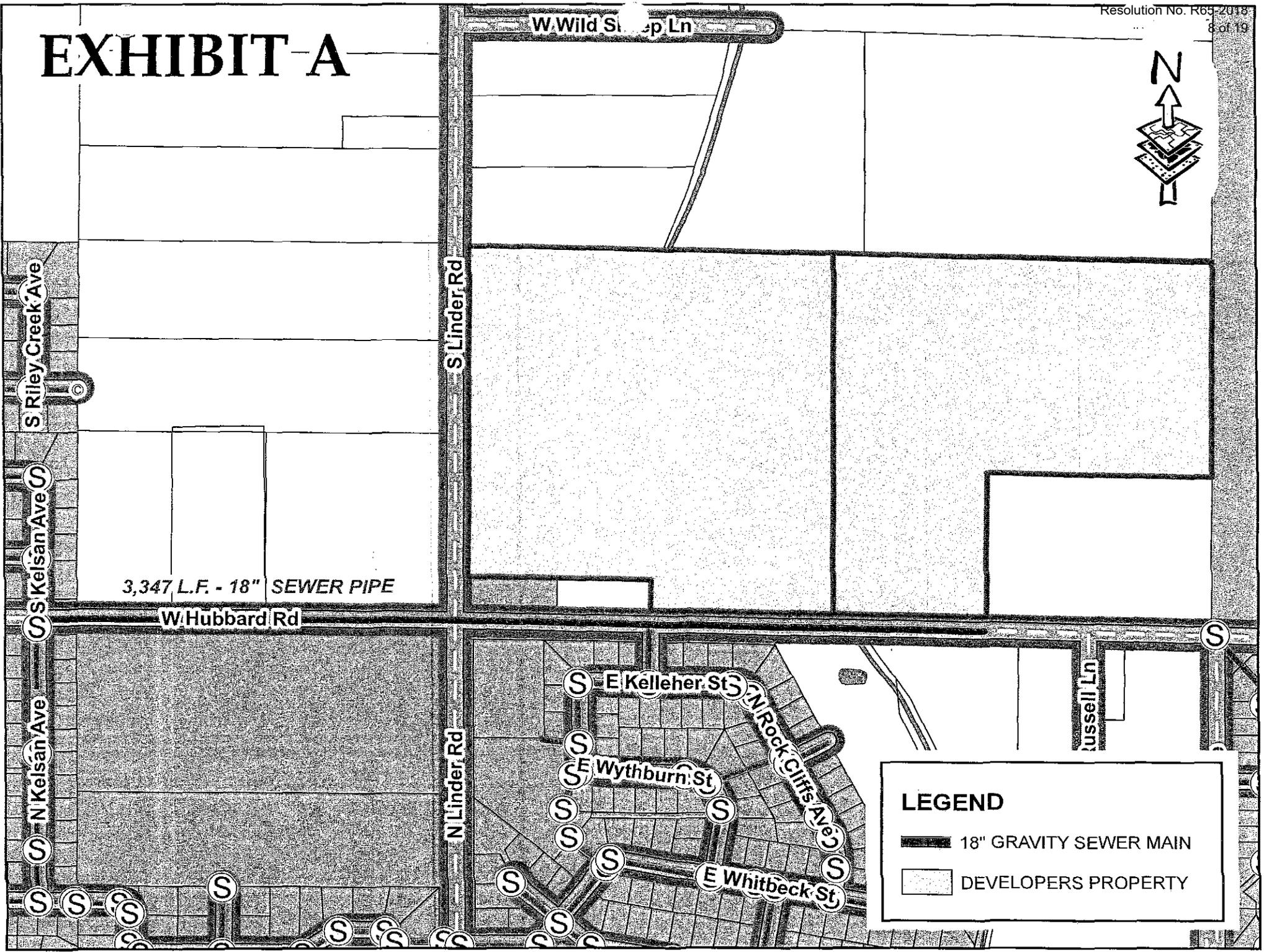
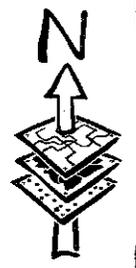
TIMBERMIST, LLC

[Signature]
Thomas Coleman



STATE OF IDAHO)
) ss.

EXHIBIT A



3,347 L.F. - 18" SEWER PIPE

W Hubbard Rd

W Wild Step Ln

S Linder Rd

N Linder Rd

W Russell Ln

E Kelleher St

E Wythburn St

E Whitbeck St

N Rock Cliffs Ave

S Riley Creek Ave

S Kelsan Ave

N Kelsan Ave

LEGEND

-  18" GRAVITY SEWER MAIN
-  DEVELOPERS PROPERTY

EXHIBIT "B"

RESOLUTION NO. R02-2014

CITY OF KUNA CITY SEWER FACILITIES REIMBURSEMENT POLICY - 2014

PURPOSE

A resolution of the City of Kuna setting forth a reimbursement policy that provides real property owners, developers, and/or the City of Kuna, hereinafter referred to as Sponsoring Developers, a mechanism to seek reimbursement for eligible sewer facilities that exceed the Sponsoring Developer's sewer facilities requirements as provided below. When a Sponsoring Developer, at its own expense and in conformance with the City Sewer System Master Plan or at the direction of the City, constructs an extension of the existing sewer system or constructs oversized sewer facilities determined by the City to be larger than needed to serve the Sponsoring Developer's project, the Sponsoring Developer may be reimbursed to the extent allowed in this policy by entering into a reimbursement agreement with the City. Reimbursement will be for eligible costs of the sewer facilities as described below.

City Sewer Collection Pipelines are classified as follows:

1. Master Plan Interceptor Line (Street Frontage) – A sewer collection main larger than 8 inches, identified in the Master Plan to be part of the major sewer collection network and located in or adjacent to the street right-of-way fronting Sponsoring Developer's property. In this policy, frontage lines are treated as on-site lines.
2. Master Plan Interceptor Line (On-site) – A sewer collection main larger than 8 inches, identified in the Master Plan to be part of the major sewer collection network and located within the Sponsoring Developer's property including lines in or adjacent to the street right-of-way fronting Sponsoring Developer's property.
3. Master Plan Interceptor Line (Off-site) – A sewer collection main larger than 8 inches, identified in the Master Plan to be part of the major sewer collection network and not located on-site or in the street frontage or adjacent to the street right-of-way fronting Sponsoring Developer's property.
4. Non-Master Plan Collection Line (On-site) - A sewer collection main not identified in the Master Plan to be part of the major sewer collection network, located on-site of the Sponsoring Developer's property, and whose principal purpose is to collect waste water from the various points of service within the Sponsoring Developer's property.

5. Non-Master Plan Collection Line (Off-site) – A sewer collection main not identified in the Master Plan to be part of the major sewer collection network and not located on-site or in the street frontage or adjacent to the street right-of-way fronting Sponsoring Developer’s property.
6. Stub Line (On-site) - A sewer collection main located on-site of the Sponsoring Developer’s property, connected to any of the sewer collection mains on-site and extending to the property boundary, beyond the last point of collection for the Sponsoring Developer’s property, and whose principal purpose is to collect waste water from neighboring properties. A stub line is generally constructed at the direction of the City, is generally 8 or 10 inches in diameter and is not a frontage line or Master Plan Interceptor line.

A Sponsoring Developer’s project may be eligible or ineligible for reimbursement according to criteria outlined herein. For instance, a line constructed larger than needed at Sponsoring Developer’s discretion and not at the direction of the City is not eligible for reimbursement.

Each project or development is presumed to benefit from the work of earlier Sponsoring Developers and to have, as a condition for receiving benefit from the existing city sewer system, a “reasonable duty” to add to, enhance, oversize or extend the existing system within certain limits. This “reasonable duty” is not reimbursable. The construction of on-site or off-site facilities beyond this “reasonable duty” is presumed to be eligible for reimbursement to the extent allowed in this policy and as approved by the City.

“Reasonable duty” includes expenses incurred by the Sponsoring Developer from examples that follow:

1. Payment of Connection Fees: Connection fees are remitted at the time of building permit issuance, or in other circumstances, at the time of connection to the system as defined in city resolutions.
2. Master Plan Interceptor Line (On-Site): Construct the diameter specified in the Master Plan, or the nominal diameter needed in reference to Sponsoring Developer’s peak discharge, whichever is larger, at the depth and slope implied in the Master Plan. The Sponsoring Developer’s “reasonable duty” for interceptor line construction is the length of interceptor line needed per development acre, as defined herein.
3. Master Plan Interceptor Line (Off-site): Construct the diameter specified in the Master Plan, or the nominal diameter needed in reference to Sponsoring Developer’s peak discharge, whichever is larger, at the depth and slope implied in the Master Plan. The Sponsoring Developer’s “reasonable duty” for off-site interceptor line construction is the interceptor line needed per development acre less the length of interceptor line on-site, but not less than zero.

4. Non-Master Plan Collection Line (On-site): Construct the line with a diameter of 8 inches as directed by the City, or the nominal diameter needed in reference to Sponsoring Developer's peak discharge, whichever is larger, and which is Sponsoring Developer's "reasonable duty". If the City directs that an on-site non-master plan main line be replaced with a line larger than the "reasonable duty", it will be treated as an On-Site Gravity Sewer Facility for reimbursement purposes.
5. Non-Master Plan Collection Line (Off-site): Construct the line with a diameter of 8 inches, or the nominal diameter needed in reference to Sponsoring Developer's peak discharge, whichever is larger, and which is Sponsoring Developer's "reasonable duty". If the City directs that an off-site non-master plan main line be replaced with a line larger than the "reasonable duty", it will be treated as an Off-Site Gravity Sewer Facility for reimbursement purposes.
6. Stub Line (On-site): Construct the line with a diameter of 8 or 10 inches and at the depth and slope as directed by the City, and which is Sponsoring Developer's "reasonable duty".

DEFINITIONS

1. Interceptor Line Needed: Based on characteristics of development in Kuna; relying on the major sewer collection network defined in the Master Plan; adding for undeveloped land, waste land and other unconnected properties; adding for parks, common areas, right-of-way and other public properties and deducting for connection fees paid in equivalent feet; it requires a net 20 lineal feet of interceptor line per acre to serve the gross acreage of Sponsoring Developer's project.
2. Interceptor Line Needed-Amended: For projects also connecting to pressure irrigation and/or potable water, but which do not construct sufficient trunk line in the other facilities to satisfy the "trunk line needed" obligation in those other facilities, shall have the un-satisfied obligation in the other facilities, factored for relative cost, added to the "interceptor line needed" obligation for the sewer collection system.
3. Line Capacity: The water carrying capacity of a pipeline for purposes of this policy is assumed to be 75% of the discharge computed by Manning's Equation at the minimum slope allowed per the "Ten States Standards". The City Engineer shall maintain a standard chart of pipe capacities.
4. Nominal Diameter Needed: In terms relevant to this policy, the minimum standard pipe diameter (8", 10", 12", 15" and larger) with sufficient transmission capacity to carry the Sponsoring Developer's designated peak discharge.

5. Peak Discharge: In terms relevant to this policy, the Peak Discharge is assumed to be the Average Discharge multiplied by the peaking factor of the City Engineer's standard chart.
6. Property: For purposes of determining whether over-sized lines are on-site, off-site or lie in the frontage and for computing the nominal diameter needed, "Property" of Sponsoring Developer shall include the present project, future phases of the project, and other properties in the vicinity of the over-sized line in which the Sponsoring Developer or his partners, has a property interest. However, once the "interceptor line needed" component of the "reasonable duty" has been satisfied for a parcel, it is not imposed again for subsequent cost recovery agreements.
7. Property in the Vicinity: Property in the same quarter section as the over-sized pipe line, or in the case of over-sized pipe lines fronting section or quarter-section lines, property in the quarter sections on each side, is considered "in the vicinity". In most instances the City will require that interceptor lines are located as contemplated in the City Master Plan.
8. Very Large Interceptor Lines: Interceptor lines larger than a diameter of 15-inches and larger than the nominal diameter needed. In calculating relative cost factor, the ratio of cost per foot for water or pressure irrigation trunk lines to the cost per foot for the minimum diameter of very large interceptor lines shall be used.

CONSTRUCTED SEWER FACILITIES ELIGIBLE FOR REIMBURSEMENT

For sewer facilities to be considered eligible for any reimbursement from the City, the sewer facilities must meet at least one of the following conditions:

1. Off-Site Lines: A sewer collection main extension that lies off-site of the Sponsoring Developer's property and is beyond the "reasonable duty" of Sponsoring Developer's project; or
2. On-Site Lines: A sewer collection main extension that lies within the Sponsoring Developer's property and is beyond the "reasonable duty" of Sponsoring Developer's project; or
3. Deep On-Site Lines: A sewer collection main extension located within the Sponsoring Developer's property, not larger than the minimum nominal diameter needed to serve Sponsoring Developer's project, but required by the City to be deeper than 10-feet and deeper than the depth required to serve Sponsoring Developer's property. The eligible cost for this item may include trench excavation, backfill and rock excavation for the portion of excavation deeper than 10-feet and deeper than the depth required to serve the Sponsoring Developer's

property. Depth of the sewer pipe will be determined from pre-developed ground elevation to the invert elevation of the sewer pipe; or

4. Large On-Site Lines: A sewer main 18 inches in diameter or larger, and larger than needed to serve the Sponsoring Developer's property, may be considered for additional eligible excavation and backfill costs (primarily based on added width of excavation and backfill) not covered under items 2 and 3 above; or
5. Lift Stations: Permanent sewage lift stations required by the City, together with required force mains, and sized to serve areas in addition to Sponsoring Developer's property. Temporary lift stations and/or force mains are not eligible for reimbursement from the City; or
6. Off-Site Easements: Off-site easements required for construction of the above described sewer facilities may also be eligible for reimbursement; or
7. Off-Site Engineering: Engineering services for off-site eligible sewer facilities up to a maximum of 7 percent (7%) of the construction cost of said sewer facilities; or
8. City Construction: When the City constructs sewer collection mains, sewer lift stations and/or force mains using City funds, the City constructed sewer facilities will be eligible for reimbursement to the City as a Sponsoring Developer and in the manner noted herein.

REIMBURSEMENT CONDITIONS

To be eligible for reimbursement, the Sponsoring Developer must, unless otherwise approved by the City, do the following:

1. Sponsoring Developer's project must be annexed into the City; and
2. Design the sewer facilities in accordance with the City's sewer master plan; and
3. Receive at least three bids for the sewer construction and select the lowest responsive bid, unless otherwise approved by the City; and
4. Receive preliminary plat, special use permit or building permit approval from or complete a municipal service agreement with the City for the development being served by the sewer facilities; and
5. Construct the sewer facilities in accordance with the City approved plans and specifications including all lines, diameters and depths directed by the City; and
6. Lawfully dedicate the sewer system facilities and any necessary easements to the City.

AMOUNT OF REIMBURSEMENT

1. *Off-Site Gravity Sewer Facilities:* The amount of Eligible Reimbursement available to the Sponsoring Developer for eligible off-site sewer collection main extensions beyond the “reasonable duty” shall be based upon a proportional amount of the costs to design and construct the facility computed from the ratio of the capacity of the nominal diameter needed by the Sponsoring Developer’s project to 75% of the capacity of the diameter provided.
2. *On-Site Gravity Sewer Facilities:* The amount of Eligible Reimbursement available to the Sponsoring Developer for eligible on-site sewer collection main extensions beyond the size and/or depth of the “reasonable duty”, shall be based upon an amount computed as the difference between the cost to design and construct the pipe size of the “reasonable duty” and the cost to design and construct the pipe size provided.
3. *Permanent Lift Stations and Force Mains:* The amount of Eligible Reimbursement available to the Sponsoring Developer for eligible lift stations and force mains beyond the “reasonable duty” shall be based upon a proportional amount of the costs to design and construct the facility computed from the ratio of the capacity of the “reasonable duty” of the Sponsoring Developer’s project to 75% of the capacity of the facility provided.
4. *Interest Adjustment:* The Sponsoring Developer’s eligible reimbursement amount, as determined by items 1 through 3 above, may be increased by the amount of interest that would be accrued using 4% interest on a linear declining balance over a 10 year period.

FINANCING SEWER FACILITIES

The City will generate revenue for financing sewer facilities reimbursement agreements by assessing each equivalent dwelling unit (EDU) a Sewer Interceptor Fee (SIF) at or before issuance of a building permit. The amount of this SIF per EDU will be established by City Council resolution. The City will review the SIF amount each year and may make adjustments annually as deemed necessary to cover sewer facility reimbursement costs.

REIMBURSEMENT AGREEMENTS AND METHODS OF REIMBURSEMENT

1. A Reimbursement Agreement entered into between the City and the Sponsoring Developer is a requirement for receiving reimbursement and shall provide Sponsoring Developers the opportunity to receive up to a maximum of ten (10) consecutive annual reimbursement payments. The Reimbursement Agreement shall be entered into within one hundred eighty (180) days after completion of the project.

2. City sponsored extensions and expansions are presumed to exclusively benefit existing and future users and the public in general. As a Sponsoring Developer, the City is not required to enter into an agreement with itself, is not limited in number of annual payments and the costs of its projects are fully reimbursable and not subject to reductions in reimbursement by proportional usage or the "reasonable duty" defined herein. The City is subject, in its annual reimbursements, to the annual distribution percentages defined herein.
3. No Reimbursement Agreement shall reimburse Sponsoring Developers for construction costs that exceed the eligible reimbursement amount.
4. The City will retain 10% of the collected SIF for administration and developer support. This 10% fee will not reduce the Sponsoring Developers eligible reimbursement dollar amount _only the amount of funds each year available for reimbursement to the Sponsoring Developer(s).
5. The Reimbursement Agreement will terminate when the sooner of either occurs: the Sponsoring Developer has been fully reimbursed the agreed upon reimbursement amount at or prior to the end of the term of the agreement, or the City has tendered the tenth (10th) annual payment whether or not the eligible reimbursement amount is paid in full. In no event shall the Reimbursement Agreement be extended beyond the initial term.
6. The City will collect SIF from all entities that connect to and utilize the City's sewer facilities in conformance with adopted City policies. The portion of the SIF dedicated for reimbursement to Sponsoring Developers shall be reimbursed annually less the retained ten percent (10%) administration cost. Reimbursement payments, therefore, will be made on an annual basis only up to the amount of the SIF collected for sewer reimbursement and, in the proportions as defined below to each Sponsoring Developer.
7. The portion of the SIF dedicated for reimbursement that is collected annually will be reimbursed and distributed to Sponsoring Developers annually, based on the percent of each Sponsoring Developer's initial Total Eligible Reimbursement amount is to the combined initial Total Eligible Reimbursement amount of all Developer Sponsored Eligible Facilities for that reimbursement year. The Sponsoring Developer's initial Total Eligible Reimbursement will not vary from year-to-year until retired but the Sponsoring Developer's percentage will vary as the combined initial Total Eligible Reimbursement amounts change from year-to-year.

Reimbursements will only be distributed for ten (10) annual payments after final acceptance of the Eligible Facility. Depending on the SIF collected within the ten-year period, the Total Eligible Cost may or may not be reimbursed. Also reimbursement to each Sponsoring Developer will not exceed his/her Total

Eligible Reimbursement amount. Eligible Facilities completed on or before August 31st will first become eligible for reimbursement funds on or after September 1st the following year.

8. If in any year a Sponsoring Developer's claim is satisfied with a partial payment, the dedicated portion of the SIF for that year shall be reduced by the partial payment and the remainder shall be distributed to the remaining Sponsoring Developers without further consideration of the satisfied claim.

Adopted by the City of Kuna this 21st day of January, 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

EXHIBIT "C"TIMBERMIST OVERSIZED SEWER COST RECOVERY SUMMARY

Sewer-Onsite Oversized	
Total Recoverable Project Cost	\$ 174,196.32
Interest (4%)	\$ 38,323.19
TOTAL COST	\$ 212,519.51

EXHIBIT "C"
REASONABLE DUTY

Acreage in Timbermist Project	64.63 acres
	acres
Interceptor Line Needed per Acre	20 LF
Reasonable Duty	1293 LF
Interceptor Line Constructed	3347 LF
Net Length Reimbursible	2054 LF
Capacity of Full 18" Pipe	4,290 EDUs
75% of Capacity	3,218 EDUs
Timbermist EDUs	211 EDUs
Recovery Factor	0.93



CITY OF KUNA

P.O. BOX 13

KUNA, ID 83634

www.kunacity.id.gov

Phone: (208) 577-8794

Email: bbachman@kunaid.gov

Bob Bachman, BOC 1, IBC

Public Works Director

City of Kuna

MEMORANDUM

To: Accounts Payable

From: Bob Bachman
Public Works Director

RE: Ridley's Family Markets, Inc. Sewer Line
621 Washington Street South
Twin Falls, ID 83301

Date: August 30, 2018

Please prepare a reimbursement payment as follows:

To: RIDLEY'S FOOD CORP
Re: SEWER REIMBURSEMENT AGREEMENT
Amount: \$18,899.91
Account: 05-6306

This reimbursement includes all eligible payments through August 30, 2018. Payment history is shown below for reference:

REIMBURSEMENT ACTIVITY

ITEM	DATE	REIMBURSEMENT	
		PAID	BALANCE
Initial total eligible reimbursement	3/17/2015	\$0.00	\$41,387.46
Reimbursement	9/1/2016	\$8,155.59	\$33,231.87
Reimbursement	9/1/2017	\$14,331.96	\$18,899.91
Reimbursement	9/1/2018	\$18,899.91	\$0.00

**RESOLUTION NO. R66-2018
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE CITY TREASURER TO PAY RIDLEY'S FAMILY MARKETS, INC. THE AMOUNT OF \$18,899.91 FOR REIMBURSEMENT PURSUANT TO THE TERMS OF THE SEWER TRUNK REIMBURSEMENT AGREEMENT.

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

Section 1. The City of Kuna, Idaho and the Developer entered into a reimbursement agreement, as approved by the City Council pursuant to resolution R12-2015 dated March 17, 2015.

Section 2. The amount due to Ridley's Family Markets, Inc. as calculated pursuant to the terms of the reimbursement agreement is \$18,899.91 as attached hereto as **EXHIBIT A**, and therefore the City of Kuna, Idaho's Treasurer is authorized to pay Ridley's Family Markets, Inc. the sum of \$18,899.91.

PASSED BY THE COUNCIL of Kuna, Idaho this 4th day of September, 2018.

APPROVED BY THE MAYOR of Kuna, Idaho this 4th day of September, 2018.

Joe L. Stear, Mayor

ATTEST:

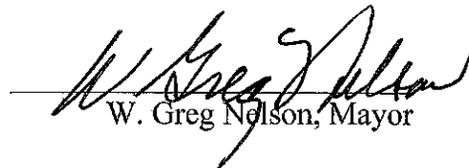
Chris Engels, City Clerk

RESOLUTION NO. R12-2015**RESOLUTION AUTHORIZING EXECUTION OF A REIMBURSEMENT AGREEMENT IN THE AMOUNT OF \$41,387.46 WITH RIDLEY'S FAMILY MARKETS, INC.**

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Mayor and Clerk of said city are hereby authorized to execute that certain Agreement titled "Reimbursement Agreement – Ridley's Family Markets Kuna Project" regarding cost recovery for construction of sewer facilities related to said project and in the amount of forty-one thousand three hundred and eighty-seven dollars and forty-six cents (\$41,387.46); by and between said city and RIDLEY'S FAMILY MARKETS, INC, which Agreement Is attached hereto, and made a part hereof, as if set forth in full.

PASSED BY THE COUNCIL of Kuna, Idaho this 17th day of March, 2015.

APPROVED BY THE MAYOR of Kuna, Idaho this 17th day of March, 2015.


W. Greg Nelson, Mayor

ATTEST:


Chris Engels, Interim City Clerk





CITY OF KUNA

P.O. BOX 13

KUNA, ID 83634

www.kunacity.id.gov

Phone: (208) 577-8794

Email: bbachman@kunaid.gov

Bob Bachman, BOC 1, IBC

Public Works Director

City of Kuna

MEMORANDUM

To: Accounts Payable

From: Bob Bachman
Public Works Director

RE: Sunbeam Townhomes PI Trunk Line
Oasis Properties, LLC

Date: August 30, 2018

Please prepare a reimbursement payment as follows:

To: Oasis Properties, LLC
 Re: Sunbeam Townhomes PI Trunk Line Reimbursement
 Amount: \$17,425.25
 Account: 05-6307

This reimbursement includes all eligible payments through August 30, 2018. Payment history is shown below for reference:

REIMBURSEMENT ACTIVITY

ITEM	DATE	REIMBURSEMENT	
		PAID	BALANCE
Initial total eligible reimbursement	6/19/2018	\$0.00	\$17,425.25
Reimbursement- Advanced	9/1/2018	\$17,425.25	\$0.00

**RESOLUTION NO. R67-2018
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE CITY TREASURER TO PAY OASIS PROPERTIES, LLC., THE AMOUNT OF \$17,425.25 FOR REIMBURSEMENT PURSUANT TO THE TERMS OF THE PRESSURE IRRIGATION TRUNK REIMBURSEMENT AGREEMENT.

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

Section 1. The City of Kuna, Idaho and the Developer entered into a reimbursement agreement, as approved by the City Council pursuant to resolution R37-2018 dated June 19, 2018.

Section 2. The amount due to Oasis Properties, LLC., as calculated pursuant to the terms of the reimbursement agreement is \$17,425.25 as attached hereto as **EXHIBIT A**, and therefore the City of Kuna, Idaho's Treasurer is authorized to pay Oasis Properties, LLC., the sum of \$17,425.25.

PASSED BY THE COUNCIL of Kuna, Idaho this 4th day of September, 2018.

APPROVED BY THE MAYOR of Kuna, Idaho this 4th day of September, 2018.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

**RESOLUTION NO. R37-2018
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE ACTING MAYOR TO EXECUTE AND THE CLERK TO ATTEST TO THE REIMBURSEMENT AGREEMENT WITH OASIS PROPERTIES, LLC, IN THE AMOUNT OF TWENTY ONE THOUSAND FOUR HUNDRED EIGHTY-FIVE AND 30/100 (\$21,485.30).

BE IT HEREBY RESOLVED by the Acting Mayor and Council of the City of Kuna, Idaho that the Acting Mayor of the City is hereby authorized to execute and the Clerk is authorized to attest to that certain Agreement titled REIMBURSEMENT AGREEMENT – SUNBEAM TOWNHOMES PRESSURE IRRIGATION TRUNK LINE regarding cost recovery for construction of pressurized irrigation facilities related to said project and in the amount of twenty one thousand four hundred eighty-five and 30/100 (\$21,485.30) by and between the City and Oasis Properties, LLC; which Agreement is attached hereto, and made a part hereof, as if set forth in full.

PASSED BY THE COUNCIL of Kuna, Idaho this 19th day of June, 2018.

APPROVED BY THE ACTING MAYOR of Kuna, Idaho this 19th day of June, 2018.


Briana Buban-Vonder Haar, Acting Mayor
Pursuant to Idaho Code §50-608

ATTEST:


Chris Engels, City Clerk



REIMBURSEMENT AGREEMENT
Sunbeam Townhomes Pressure Irrigation Trunk Project

THIS AGREEMENT made this 19th day of June 2018, by and between the CITY OF KUNA, a municipal corporation, hereinafter called CITY, and Oasis Properties, LLC. hereinafter called DEVELOPER:

WITNESSETH:

WHEREAS, CITY has prepared, adopted and updated a Kuna Pressure Irrigation System Master Plan to guide the sizing, elevation and location of pressure irrigation system facility extensions; and

WHEREAS, on January 21, 2014 CITY adopted Resolution Number R10-2014 outlining the Pressure Irrigation Facilities Reimbursement Policy for pressure irrigation facilities construction conforming to the Kuna Pressure Irrigation System Master Plan; and

WHEREAS, in implementing the updated Kuna Pressure Irrigation System Master Plan, it is the further declared policy of CITY to extend the Kuna City Pressure Irrigation System to areas inside the corporate limits of CITY not now served by a pressure irrigation system, subject to the owner of property in such areas being bound by and complying with all ordinances of CITY and all rules and regulations promulgated by CITY now in effect or hereinafter to be enacted; and

WHEREAS, DEVELOPER did construct a pressure irrigation system to the property known as, Sunbeam Townhomes Project, as shown on Exhibit "A," and has requested reimbursement for certain portions of the pressure irrigation system; and

WHEREAS, the constructed facilities are now included as a component of the CITY system and are now utilized by said CITY for their intended purpose; and

WHEREAS, CITY upon recommendation of the City Engineer, accepts and approves the proposal of DEVELOPER for reimbursement, subject to all the conditions hereinafter provided by this Agreement.

NOW THEREFORE, in consideration of the foregoing premises, it is agreed:

A. Preparation of Plans. DEVELOPER did cause to be prepared plans and specifications, drawings, instructions, bid proposal and all other contract documents for the construction and installation of the pressure irrigation system, shown on Exhibit "A," including rights-of-way, grades and elevation, and materials to be used in the construction and installation of said pressure irrigation system.

B. Construction of Pressure Irrigation System.

(1) DEVELOPER did install, construct and erect the pressure irrigation system and appurtenances as shown on Exhibit "A," subject to the conditions hereinafter provided.

(2) DEVELOPER did provide all engineering and surveying and contract administration for the construction of the pressure irrigation system described on Exhibit "A."

(3) DEVELOPER did satisfactorily complete the project in conformance with approved plans and did provide evidence bills of the general contractor and engineer have been paid.

C. Reimbursement to DEVELOPER. In recognition of the fact that DEVELOPER did install, construct and erect a pressure irrigation system as shown on Exhibit "A" for the amounts shown in Exhibit "C", CITY shall reimburse to DEVELOPER, as directed in Paragraph M herein, up to twenty-one thousand four hundred eighty-five dollars and thirty-seven cents (\$21,485.30). Reimbursement shall be provided from the funds and in the manner described in the City of Kuna Pressure Irrigation Facilities Reimbursement Policy attached hereto as Exhibit "B".

D. Audit Period. CITY will make an audit of this agreement on an annual basis in conformance with the Reimbursement Policy of said CITY, and refund applicable fees collected during the audit period.

E. Term of Agreement. The audit and payment of reimbursement shall be for a period not to exceed ten (10) annual payments in conformance with the Reimbursement Policy of said CITY or until such time as reimbursement has been fully paid, whichever comes first.

F. Cost of Pressure Irrigation Lines on DEVELOPER'S Property. All costs and expenses, including the construction, engineering, advertising, clerical, legal and licenses and permits which were required for the construction and installation of the pressure irrigation system upon and within DEVELOPER'S property not eligible for reimbursement as defined in the Reimbursement Policy, shall be at DEVELOPER'S sole expense.

G. Compliance with Laws. Upon connection to pressure irrigation, DEVELOPER agrees to abide by all applicable Kuna City laws, rules and regulations pertaining to pressure irrigation systems.

H. Indemnification and Insurance. DEVELOPER shall indemnify and save and hold harmless CITY from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by DEVELOPER related to the design, construction and otherwise providing of the facilities described in paragraphs B.1, B.2 and B.3, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of CITY or its employees.

I. No Assignment. DEVELOPER shall not assign any portion of this Agreement or any privilege hereunder, either voluntarily or involuntarily, without the prior written consent of CITY, which consent shall not be unreasonably withheld.

J. Definition of DEVELOPER'S Property. The term "DEVELOPER'S PROPERTY" in this Agreement shall mean the parcels described on Exhibit "A" attached hereto.

K. Representations.

(1) DEVELOPER, as defined above, represents that it is the only bona fide claimant to the reimbursements referenced in this agreement. Further, DEVELOPER represents it will indemnify CITY from all other claims as outlined in Paragraph H above.

(2) DEVELOPER, as defined above, represents that the General Contractor(s) for the construction of facilities described in Exhibit "A" have been fully paid. Further, DEVELOPER represents it will indemnify CITY from all claims of General Contractor(s) as outlined in Paragraph H above.

(3) DEVELOPER, as defined above, represents that in constructing and installing the pressure irrigation system referenced in this Agreement, it has complied with all laws, orders and regulations of Federal, State and Municipal authorities and has all licenses or permits which are required for the construction and installation of said system.

L. Binding Effect. The terms and conditions of this Agreement shall be binding upon all of DEVELOPER'S assigns, or successors in interest to this Agreement.

M. Payments under terms of this agreement are to be made and addressed to: Oasis Properties, LLC. 475 Thornwood Way, Meridian ID 83642

IN WITNESS WHEREOF, the parties shall cause this Agreement to be executed by their duly authorized officers, members and/or partners the day and year first above written.

CITY OF KUNA

Briana Buban-Vonder Haar
MAYOR
Briana Buban-Vonder Haar
Acting Mayor
Pursuant to Idaho Code §50-608
Oasis Properties, LLC

Marti Peironi
Marti Peironi, President

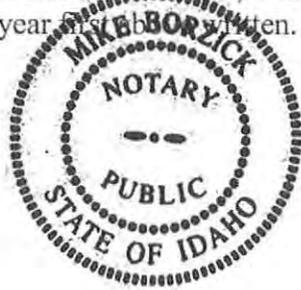
ATTEST:

Chloe Engels
CITY OF KUNA
CITY CLERK
CORPORATE
SEAL
STATE OF IDAHO

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 13th day of JUNE, 2018, before me, the undersigned, personally appeared MARTI PERONI known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same as PRESIDENT (title) and on behalf of OASIS PROPERTIES LLC

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

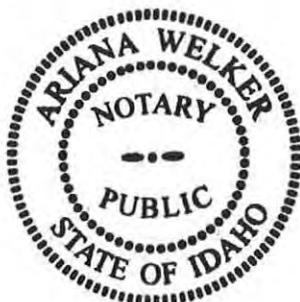


Mike Borzick
Notary Public for Idaho
Residing at KUNA, Idaho
My commission expires: 10/4/19

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 19th day of June, 2018, before me, the undersigned, personally appeared JOE L. STEAR and Chris Engels ^{Acting} Mayor and City Clerk respectively of CITY OF KUNA, a municipal corporation, known to be to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Ariana Welker
Notary Public for Idaho
Residing at Ada County, Idaho
My commission expires: July 7, 2022

**RESOLUTION NO. R68-2018
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY TOLL IDA, LLC FOR THE WINFIELD ESTATES SUBDIVISION PHASE 1 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING AND STREET LIGHTS PURSUANT TO THE TERMS OF THIS RESOLUTION.

WHEREAS Winfield Estates Phase 1 exists as part of an approved preliminary plat; and

WHEREAS construction plans for Winfield Estates Phase 1 were approved by the Kuna City Engineer on January 25, 2018; and

WHEREAS construction was commenced but not completed for certain items, per the approved plans; and

WHEREAS the landscaping and street lights have not been completed for Winfield Estates Subdivision Phase 1 according to the approved construction plans and developer seeks to bond for the unfinished work; and

WHEREAS the landscaping completion has been estimated at three hundred sixty-four thousand one hundred sixty-seven dollars and thirty-three cents (\$364,167.33) adding 25% for a total of four hundred fifty-five thousand two hundred nine dollars and sixteen cents (\$455,209.16); and

Whereas the street light completion has been estimated at seventy-nine thousand five hundred dollars (\$79,500.00) adding 25% for a total of ninety-nine thousand three hundred seventy-five dollars (\$99,375.00); and

WHEREAS developer desires to record the final plat for Winfield Estates Subdivision prior to completion of construction; and

WHEREAS Kuna City Code 6-2-4 and 6-4-3 allows for and sets the conditions for recording a final plat prior to the completion of construction:

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Kuna City Engineer is hereby authorized to accept an irrevocable standby Letter of Credit in lieu of construction for Winfield Estates Subdivision under the following terms and conditions:

1. All bids amounts submitted for unfinished construction are valid for the life of the Letter of Credit;
2. The Letter of Credit is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Letter of Credit is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;
3. The face amount of the Letter of Credit is at least five hundred fifty-four thousand five hundred eighty-four dollars and sixteen cents (\$554,584.16);

4. No more than fifty percent of available permits can be claimed during the life of the Letter of Credit and if improvements are not completed within 120 days of issuance of the Letter of Credit, no further building permits can be issued;

PASSED BY THE COUNCIL of Kuna, Idaho this 4th day of September, 2018.

APPROVED BY THE MAYOR of Kuna, Idaho this 4th day of September, 2018.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)

THIS AGREEMENT is made by and between **COLEMAN HOMES a TOLL BROTHERS COMPANY, TOLL IDA, LLC** (hereinafter "Developer"); whose address is 3103 W SHERYL DR, SUITE 100, MERIDIAN ID 83642, and **CITY OF KUNA**, a municipal corporation of the State of Idaho, (hereinafter "City"); whose address is Post Office Box 13, Kuna, Idaho 83634.

WHEREAS, Developer desires to record its final plat for Phase No. 1 of the development known as Winfield Estates, ("Development") located in the City of Kuna; and

WHEREAS, City will not sign the final plat unless Developer promises to install and warrant certain Improvements as herein provided and security is provided for that promise as set forth herein.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Installation of Improvements. Developer agrees to complete and pay the total costs of all Improvements required by City and those specified in the following:
 - a. Landscaping and Streetlights

The bid for said Improvements is attached hereto as **Exhibit A**. The required Improvements are shown on the plans, drawings and specifications previously reviewed and approved by City in connection with the above described Development, and in accordance with the standards and specifications established by the City and adopted by the City Council.
2. Cash Deposit. Developer has executed and delivered to City cash, cashier's check or wired funds (city to provide financial institution information upon execution of agreement) to the city's trust account in the aggregate amount of dollars \$554,584.16, for deposit with City in its accounts (the "Cash Deposit"), which includes:
 - a. The initial city engineer's estimated cost of the remaining work shall be determined, in part, from the detailed bids provided by the sub-divider's contractors in an amount, plus twenty-five (25) percent, for an amount of one hundred twenty-five (125) percent;
3. The Developer and City stipulate the amount to be a reasonable estimate, pursuant to Kuna City Code.
4. If construction of all financially pledged improvements are not completed within one hundred twenty (120) days following the date of recordation of the final plat, no further building permits shall be issued by the city until final completion of all improvements has occurred, and the city has inspected and approved them. However, if the remaining improvements are not completed within the one hundred twenty

- (120) day period, through no fault of the Developer, the city engineer may grant a one-time, thirty (30) day time extension. The determination of what may be considered a "no fault circumstance" shall be determined by the city engineer.
5. Refund or Withdrawal. City may withdraw funds from Cash Deposit if (1) Improvements are not completed as required by this Agreement within the time period specified in Paragraph I, or if (2) Improvements are not installed strictly in accordance with Paragraph I and written notice of the deficiency has been given to Developer, who has failed to remedy the deficiency within ten (10) days after the notice is sent. In said event, City may withdraw funds from Cash Deposit both (1) those amounts necessary to either complete Improvements as required herein or alter or repair Improvements to conform to the requirements hereof, and (2) City's cost of administration incurred in obtaining Cash Deposit, including attorney's fees and court costs, which shall be deducted from any Cash Deposit. If the amount of Cash Deposit is inadequate to pay the cost of the completion of Improvements according to City's standards or specifications for whatever reason, including previous reductions, Developer shall be responsible for the deficiency and no further building permits shall be issued in the subdivision or development until Improvements are completed or, with City Council approval, a new, satisfactory security has been executed and delivered to City or other satisfactory arrangements have been made to insure completion of the remaining improvements.
 6. Preliminary Release. At the time herein provided, but no later than at the time of final inspection and acceptance of all Improvements by City, City will authorize release of all funds comprising Cash Deposit, The release provided for in this paragraph shall occur when City certifies that Improvements are complete, which shall be when Improvements have been installed as required and fully inspected and approved by City, and after as-built drawings have been supplied as required.
 7. Non-Release of Developer's Obligations. It is understood and agreed between the parties that the establishment and availability to City of Cash Deposit as herein provided, and any withdrawals there from by City shall not constitute a waiver or estoppel against City and shall not release or relieve Developer from its obligation to install and fully pay for Improvements as required in Paragraph I above, and the right of City to withdraw from Cash Deposit shall not affect any rights and remedies of City against Developer for breach of any covenant herein, including the covenants of Paragraph I of this Agreement. Further, Developer agrees that if City withdraws from Cash Deposit and performs or causes to be performed the installation or warranty work required of Developer hereunder, then any and all costs incurred by City in so doing which are not collected by City by withdrawing from Cash Deposit shall be paid by Developer, including administrative, engineering, legal, labor and materials and other procurement fees and costs.

8. Upon satisfaction of this Agreement, Developer shall provide the City with its financial institution information including account wire transfer information.
9. Binding Effect and Assignment. This Agreement shall be binding upon, and inure to the benefit of, the heirs, officers, agents, legal representatives, successors and assigns of the parties hereto. No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld.
10. Notices. Any notice required or desired to be given hereunder shall be deemed sufficient if sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.
11. Severability. Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.
12. Governing Law. This Agreement and the performances hereunder shall be governed by the laws of the State of Idaho.
13. Counterparts. The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instrument, and each counterpart shall be deemed an original.
14. Waiver. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.
15. Captions. The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.
16. Entire Agreement. This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties with respect to the subject matter hereof, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.
17. Default. In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses,

including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

- 18. Time of Essence. The parties agree that time is of the essence in the performance of all duties herein.
- 19. Exhibits. Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.
- 20. Amendment. Any amendment or modifications of this Agreement shall be made in writing, signed by the parties, and attached hereto.
- 21. Extension. The Bond Agreement and security for completion of Improvements described in Paragraph I may be extended by written modification of this Agreement only.
- 22. Change of Address. It is the obligation of Developer to provide an updated address should it change during the pendency of this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this _____ day of September, 2018.

By _____
Ryan Hammons, Division Senior Vice President

By _____
Joe L. Stear, Mayor, City of Kuna, Idaho

STATE OF IDAHO)

SS

COUNTY OF _____)

On this _____ day of September, 2018, before me _____,
personally appeared Ryan Hammons, Division Senior Vice President, on behalf of COLEMAN

HOMES a TOLL BROTHERS COMPANY, TOLL IDA, LLC, known or identified to me to be the person whose name is subscribed to the within instrument.

S
E
A
L

Notary Public _____

My Commission Expires on _____

Project: Winfield Springs

Idaho Site Works, LLC
 1123 12th Ave Rd #408
 Nampa, ID 83686
 Phone: 208-412-0173
 Fax: 888-302-7705

7/16/2018
 Page 1 of 2

PROJECT Proposal FOR: Winfield Springs

Base

DESCRIPTION	QTY	UNITS	COST
Landscape Per attached scope	1	LS	\$ 364,167.33
TOTAL			\$ 364,167.33

Proposal expires 30 days from date listed above

Inclusions:

Landscape Irrigation –any mainline piping or valving, sleeving, sprinkler heads, controller - plants, trees, mulch, sod, gabion walls.

Exclusion: Any protection or repair or existing landscape, overtime, alternation or changes to existing irrigation system or PI system outside of construction limits, irrigation, excavation of water meter, power for pump station, power for sprinkler controller, any concrete work or curbing, repair or construction outside of limits as indicated on landscape plans, top soil import or placement, grading.

Landscape Planting

- All plant material is subject to availability and sizes (caliper and height) from Idaho Site Works choice of landscape nursery(s). If a specific plant or size is not available Architect/Owner to select from available substitutes.

Misc.

- Two (1) mobilization(s) for landscaping & one for sleeving has been included within the bid. Add \$1500 for each additional mobilization necessary.
- Installations by Idaho Site Works must commence on the entire site a minimum of 95 sequential workable days (excluding weekends & holidays) prior to time of completion. If the site is not made available as noted above, Idaho Site Works cannot guarantee nor be liable for completion of the work by stated completion date.
- All contract provision references to “payment when paid” or “payment if paid” are deleted. It is further agreed that all past-due amounts (in excess of 45 days) are due from the signers of this agreement., and are subject to a 1.5% per month (18% per year) Service Charge plus all costs of collections including attorney’s fees, if incurred.
- Idaho Site Works reserves the right to void all warranties expressed in the specifications due to abuse and/or neglect by the owner including, but not limited to: improper maintenance, improper site use, vandalism, acts of nature, inclement weather, etc.
- If necessary, add performance/payment bonds at 5% of completed contract amount.

Confidential Acknowledgement: By reception of this document, said recipient, recipient agent, employee guarantee to not redistribute, verbally or written, neither details, parts or any contents of this document to any other party, agent, owner, without express written permission of Idaho Site Works, LLC.

Project: Winfield Springs

Idaho Site Works, LLC
1123 12th Ave Rd #408
Nampa, ID 83686
Phone: 208-412-0173
Fax: 888-302-7705

7/16/2018
Page 2 of 2

Thank you for allowing Idaho Site Works, LLC to bid this project. Please feel free to contact us with any questions in these regards.

Respectfully,

Jordan Koyle
President

I _____ do hereby authorize Idaho Site Works, LLC to perform the work as outlined herein. I do likewise verify that I am an owner/agent for/of the above said project and do enter into this contract with Idaho Site Works, LLC as outlined above.

Sign here and return: _____

Date: _____

Issue Description	Date
ISSUE	10-24-17
EXTENDED PARK	11-14-17
COMMON LOT REV	3-4-18
ARCH COMMENTS	5-15-18
FENCE STYLE REV	8-7-18



Site Planning
Landscape Architecture
1509 S. Tyrrel Ln. Ste. 130
Boise, Idaho 83702
Ph. (208) 343-2175
Fax (208) 343-7178
e-mail jpa@jensbelts.com

WINFIELD SPRINGS PH. 1
FINAL PLAT LANDSCAPE PLAN
KUNA, IDAHO

Job Number 1746

Drawn JN Checked KCS
Scale AS SHOWN

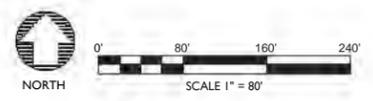
OVERALL LANDSCAPE PLAN

Sheet Number
LO
Of 7 Sheets



NOTES

1. REFER TO EACH INDIVIDUAL SHEET (L1-L5) FOR COMPLETE LANDSCAPE PLANTING PLANS.
2. REFER TO SHT L5 FOR PLANT SCHEDULE, LANDSCAPE NOTES, DETAILS, AND LANDSCAPE CALCULATIONS.
3. REFER TO SHT L6 FOR LANDSCAPE SPECIFICATION AND IRRIGATION PERFORMANCE SPECIFICATION.



PLANNER/CONTACT
JUB ENGINEERS
250 S. BEECHWOOD AVE. SUITE 201
BOISE, ID 83709
Phone (208) 376-7330
Fax (208) 323-9336

DEVELOPER
COLEMAN HOMES
3103 W. SHERYL DR., STE. 100
MERIDIAN, IDAHO 83642
Phone (208) 424-0020
Fax (208) 424-0030

E. DEER FLAT ROAD

N. KAY AVE.

WINFIELD
PH.2

WINFIELD
PH.3

KUNA CANAL

L2

L3

L4

L5

**KUNA CITY ORDINANCE NO. 2018-32
ANNUAL APPROPRIATION ORDINANCE**

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2019, APPROPRIATING THE SUM OF \$33,185,134 TO DEFRAY EXPENSES AND LIABILITIES OF THE CITY OF KUNA FOR SAID FISCAL YEAR; AUTHORIZING A LEVY OF A SUFFICIENT TAX UPON THE TAXABLE PROPERTY; SPECIFYING THE OBJECTS AND PROPOSED EXPENSES FOR WHICH SAID APPROPRIATION IS MADE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED by the Mayor and City Council of the City of Kuna, Ada County, Idaho.

SECTION 1. That the sum of \$33,185,134 be, and the same is appropriated to defray the necessary expenses and the liabilities of the City of Kuna, Ada County, Idaho, for the fiscal year beginning October 1, 2018.

SECTION 2. The objects and purposes for which such appropriation is made, and the amount of each object and purpose is as follows:

ESTIMATED EXPENDITURES

GENERAL FUND

<i>Operating Expenditures</i>	\$6,633,572
<i>Debt Service</i>	\$0.00
<i>Interfund Transfers</i>	\$631,500
<i>Capital</i>	\$0.00
Total General Fund	<u>\$7,265,072</u>

CAPITAL PROJECTS FUND

<i>Capital</i>	<u>\$731,500</u>
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AGENCY FUND

\$242,915

LATE COMERS FUND

\$1,779,951

GRANT FUND

\$1,214,216

PARK IMPACT FEE & CAPITAL PROJECTS FUND

\$851,286

WELL MITIGATION FUND

\$0

PROPRIETARY FUNDS

Water Fund	\$8,044,638
<i>Operating Expenditures</i>	\$5,185,034
<i>Debt Service</i>	\$0.00
<i>Capital</i>	\$2,859,604
Sewer Fund	\$7,730,861

<i>Operating Expenditures</i>	\$5,560,029
<i>Debt Service</i>	\$0.00
<i>Capital</i>	\$2,170,832
Irrigation Fund	\$3,295,360
<i>Operating Expenditures</i>	\$2,716,273
<i>Debt Service</i>	\$0.00
<i>Capital</i>	\$579,087
Solid Waste Collection Fund	\$2,029,335
<i>Operating Expenditures</i>	\$2,029,335
<i>Debt Service</i>	\$0.00
TOTAL PROPRIETARY FUNDS	\$21,100,194
GRAND TOTAL ALL FUNDS	\$33,185,134

SECTION 3. That a general tax levy on all taxable property within the City of Kuna be levied in the amount of \$2,642,663 for the general purposes in said City for the fiscal year beginning October 1, 2018.

Included therein is the levy of foregone property taxes in the amount of \$94.

SECTION 4. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 5. This ordinance shall take effect and be in full force upon its passage, approval, and publication in one issue of *Kuna-Melba News*, a newspaper of general circulation in the City of Kuna, and the official newspaper of said City.

PASSED under suspension of rules, upon which a roll call vote was taken and duly enacted an ordinance of the City of Kuna, Ada County, Idaho at a convened meeting of the Kuna City Council held on the 4TH day of September, 2018.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

**RESOLUTION NO. R54-2018
CITY OF KUNA, IDAHO
FOREGONE PROPERTY TAX LEVY**

A RESOLUTION OF THE CITY OF KUNA, IDAHO CERTIFYING THE INTENT OF THE KUNA CITY COUNCIL TO LEVY, AS PART OF THE GENERAL TAX LEVY ADOPTED PURSUANT TO ORDINANCE NO. 2018-32, FOREGONE PROPERTY TAXES.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho the Kuna City Council certifies the levy of foregone property taxes as part of the annual property tax levy.

Furthermore, the foregone property tax amount is levied at \$94, and is part of the overall property tax levy adopted by the Kuna City Council pursuant to Ordinance No. 2018-32, entitled *Annual Appropriation Ordinance*.

Additionally, the foregone property tax levy is part of the general tax levy on all taxable property within the City of Kuna for the operation of the General Fund during the fiscal year beginning October 1, 2018.

PASSED BY THE COUNCIL of Kuna, Idaho this 4th day of September, 2018.

APPROVED BY THE MAYOR of Kuna, Idaho this 4th day of September, 2018.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

CITY OF KUNA

State of Idaho *Proclamation*

September Is National Suicide Prevention Awareness Month

WHEREAS, September is known around the United States as National Suicide Prevention Awareness Month and is intended to help promote awareness surrounding each of the Suicide Prevention resources available to us and our community. The simple goal is to learn how to help those around us and how to talk about suicide without increasing the risk of harm; and

WHEREAS, Suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, or background; and

WHEREAS, According to the CDC, each year more than 41,000 people die by suicide; and

WHEREAS, Suicide is the 10th leading cause of death among adults in the US, and the 2nd leading cause of death among people aged 10-24; and

WHEREAS, Kuna is no different than any other community in the country, but chooses to publicly state and place our full support behind local educators, mental health professionals, athletic coaches, pack leaders, police officers, and parents, as partners in supporting our community in simply being available to one another; and

WHEREAS, every member of our community should understand that throughout life's struggles we all need the occasional reminder that we are all silently fighting our own battles; and

WHEREAS, I encourage all residents to take the time to inquire as to the wellbeing of their family, friends, and neighbors over the next few days and to genuinely convey their appreciation for their existence by any gesture they deem appropriate. A simple phone call, message, handshake, or hug can go a long way towards helping someone realize that suicide is not the answer.

NOW, THEREFORE, BE IT RESOLVED that I, Joe L. Stear, Mayor of the City of Kuna, Idaho, hereby proclaim the month of September 2018, as National Suicide Prevention Awareness Month in the City of Kuna, Idaho.



IN WITNESS WHEREOF,
I set my hand on this the 4th day of September
in the year of two thousand and eighteen.

Joe L. Stear
Mayor of Kuna, Idaho

RESOLUTION _____**FOR THE PURPOSE OF THE CITY OF KUNA'S ENDORSEMENT OF ADA COUNTY HIGHWAY DISTRICT'S VEHICLE REGISTRATION FEE REAUTHORIZATION**

WHEREAS, the population of Ada and Canyon Counties is projected to be over 1.022 million by the year 2040;

WHEREAS, community leaders in the region know that a sustainable transportation system is critical to sustain and enhance economic development opportunities;

WHEREAS, rapid growth in the region will continue to increase the number of vehicles on our roads, resulting in increased traffic congestion and negative impacts to air quality;

WHEREAS, *Communities in Motion*, the regional long-range transportation plan for Ada and Canyon Counties, projects an annual funding shortfall of at least \$235 million for the construction, operation, and maintenance of critical transportation systems, inclusive of roadways and transit, by 2040;

WHEREAS, it is critical that existing local, state, and federal revenue is maintained and enhanced to address the region's transportation funding needs;

WHEREAS, the Ada County Highway District is seeking voter approval to reauthorize the county's local option registration fee program on November 6, 2018; and

WHEREAS, the estimated additional \$7.5 million in revenue will be used to exclusively provide congestion relief, to undertake major road improvements and other large mobility projects, and to continue the enhanced funding of neighborhood projects and safe routes to school in Ada County.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Kuna endorses and recommends voter approval for reauthorization of the Ada County Highway District's vehicle registration fee; and

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effective immediately upon its adoption by the City of Kuna.

Approved this --th day of ----- 2018.

By: _____

ATTEST:

By: _____

Space above reserved for recording)

**KUNA CITY ORDINANCE NO. 2018-33
STEVEN O. AND DEBORAH A. JOHNSON
MUNICIPAL ANNEXATION**

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY, TO WIT: PARCEL NO. R2004170050 OWNED BY STEVEN O. AND DEBORAH A. JOHNSON, SITUATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA INTO THE CITY OF KUNA, IDAHO; ESTABLISHING THE ZONING CLASSIFICATION OF SAID REAL PROPERTY; DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kuna, Idaho is a municipal corporation organized and operating under the laws of the State of Idaho and is authorized to annex into and incorporate within the boundaries of the City contiguous real property in the manner provided by Section 50-222, Idaho Code; and

WHEREAS, the owner of the parcel of real property situated in the unincorporated area of Ada County and as more particularly described in Section 2 of this ordinance, has requested, in writing, annexation of said real property to the City of Kuna; and

WHEREAS, the Planning and Zoning Commission of the City, pursuant to public notice as required by law, held a public hearing on June 12, 2018, as required by Section 67-6525, Idaho Code, made findings (approved by the Commission on June 26, 2018) where it was recommended to the Mayor and Council that the annexation and zoning request be approved with a zoning classification of R-2; and

WHEREAS, the Kuna City Council, pursuant to public notice as required by law, held a public hearing on July 17, 2018, on the proposed annexation and zoning for the real property described in Section 2 below, as required by Section 67-6525, Idaho Code, made findings (approved on August 7, 2018) where it determined that the requested annexation should be granted with a zoning classification R-2; and

WHEREAS, the zoning classification of R-2 is appropriate to meet the requirements of the Kuna City Code and should be granted.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KUNA, IDAHO, as follows:

Section 1: The Kuna City Council hereby finds and declares that the real property described below is contiguous to the City, that said property can be reasonably assumed to be used for the orderly development of the City, and that the owner of said property has requested, in writing, annexation thereof to the City.

Section 2: The real property, is situated in Ada County, Idaho, adjacent and contiguous to the City, commonly known as Parcel No. **R2004170050**; and more particularly described in “Exhibit A” – Legal Description and “Exhibit B” – Location Map, attached hereto and incorporated herein by reference, is annexed to and incorporated in the incorporated territorial limits of the City of Kuna, Idaho.

Section 3: From and after the effective date of this Ordinance, all property and persons within the boundaries and territory described above shall be subject to all ordinances, resolutions, police regulations, taxation and other powers of the City of Kuna.

Section 4: The zoning land use classifications of the land described in Section 2 above is hereby established as R-2, as provided by the Zoning Ordinance of the City. The Zoning Map of the City is hereby amended to include the real property described in Section 2 above in the R-2 zoning land use classification.

Section 5: The City Clerk is hereby directed to file, within ten (10) days of passage and approval of this Ordinance, a certified copy of this Ordinance with the offices of the Auditor, Treasurer, and Assessor of Ada County, Idaho, and with the Idaho State Tax Commission, Boise, Idaho, as required by Section 50-223, Idaho Code, and to comply with the provisions of Section 63-215, Idaho Code, with regard to the preparation and filing of a map and legal description of the real property annexed by this Ordinance.

Section 6: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law. In lieu of publication of the entire ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code, may be published.

DATED this 4th day of September, 2018.

CITY OF KUNA
Ada County, Idaho

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

EXHIBIT A

STEVEN O. & DEBORAH A. JOHNSON

MUNICIPAL ANNEXATION

Legal Description

All of Lot 5, Block 1 of Dynasty Estates Subdivision as shown in Book 65 at Pages 6698 through 6699, in the records of Ada County, Idaho

Comprising of 10.00 acres more or less

