

REQUEST FOR COUNCIL ACTION

SUBJECT: LONEVIEW NORTH PHASE 2 SUBDIVISION

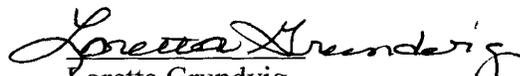
SUMMARY: Consider approving and authorizing the Mayor to sign a reimbursement agreement with Boyer Loneview, L.C. for the Loneview North Phase 2 Subdivision located in the Highlands at approximately 5700 West 7800 South.

FISCAL:
IMPACT: None

STAFF RECOMMENDATION:
Staff recommends that City Council approve the reimbursement agreement as prepared.

MOTION RECOMMENDED:
I move we approve Resolution 14-47 authorizing the Mayor to execute the reimbursement agreement between the City of West Jordan and Boyer Loneview, L.C.

Prepared by:


Loretta Grundvig
ODA Dev Coordinator

Reviewed by:


Wendell Rigby P.E.
Public Works Director

Reviewed as to legal form:


Jeff Robinson
City Attorney

Recommended by:


Richard L. Davis
City Manager

BACKGROUND DISCUSSION:

The Loneview North Subdivision located in the Highlands at approximately 5700 West 7800 South is a three-phase development to be recorded as three interrelated phases. On or about September 27, 2012, the City entered into a development agreement with Peterson Development entitled "Development Agreement The Highlands Sub-Areas Master Plan" to which this property is subject. On or about May 22, 2013, the City entered into a development agreement with Boyer Loneview, L.C. entitled "Development Agreement Loneview North" to which this property is also subject. The Loneview North Development Agreement recognizes that each phase may be subject to a separate reimbursement agreement. This Reimbursement Agreement is for Phase 2 of this project.

The City has adopted a policy, as set forth in Title 8, Chapter 3, Article B of the West Jordan City Code that the proportionate share of the cost for public improvements should be allocated to all the properties creating the need for or benefiting from the public improvements. Reimbursements are authorized by Title 8, Chapter 3, Article B for the purpose of implementing the policies stated therein.

Some of the eligible public improvements including 6400 West Street adjacent to the Loneview Phase 2 Subdivision, are on the City's master plan but do not qualify for an impact fee reimbursement agreement at this time because they are not included in the City's capital facilities strategic plan as is required by Title 8, Chapter 3, Article B of the West Jordan City Code. Therefore, the proposed Reimbursement Agreement identifies the improvements as being subject to reimbursement only from benefited properties (also sometimes referred to as "pioneering" type reimbursement) and not impact fees. The proposed Reimbursement Agreement includes a provision requiring the City to review the master planned facilities in good faith over the next four years for potential inclusion in the City's capital facilities strategic plan. If the improvements are included in the City's capital facilities strategic plan within four years after the effective date of this Agreement, impact fee reimbursement will be authorized by the City as set forth in the agreement, and the Parties will execute an amendment to the Reimbursement Agreement for that purpose.

Currently, there are capital facilities that are a higher priority than 6400 West Street and are therefore on the City's current capital facilities strategic plan. Those are the facilities for which the City will collect impact fees over the next six years. However, the capital facilities strategic plan is considered annually and may be adjusted based on projects already completed, change in need, etc. Staff believes that four years is a reasonable amount of time in which to consider whether this section of 6400 West Street has/will become a high enough priority to be added to the capital facilities strategic plan with a coinciding revision to either increase impact fees or lower the priority of other capital facilities. Four years was also considered because, per Title 8, Chapter 3, Article B of the West Jordan City Code, the ability to receive reimbursement from benefited properties will expire ten years after the effective date of the Reimbursement Agreement. Since the City's capital facilities strategic plan is a six-year plan, four years is a time period during which the "pioneering" reimbursement may be converted to an impact fee reimbursement with impact fee reimbursement occurring within the same ten-year period. The ten-year expiration on "pioneering" reimbursement reflects a determination that a facility more than ten years old has primarily benefited the installer and reimbursement from others for an aging facility is not justified.

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 14-47

A RESOLUTION AUTHORIZING THE EXECUTION BY THE MAYOR OF THE LONEVIEW NORTH PHASE 2 SUBDIVISION REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF WEST JORDAN AND LONEVIEW, L.C.

Whereas, the City Council of the City of West Jordan has reviewed the proposed reimbursement agreement for the Loneview North Phase 2 Subdivision (a copy of which is attached as exhibit A); and

Whereas, the City Council of the City of West Jordan desires that the Loneview North Phase 2 Subdivision reimbursement agreement be executed by the Mayor; and

Whereas, the Mayor is authorized to execute the agreement.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH, THAT:

Section 1. After approval as to legal form by the West Jordan City Attorney, the Mayor is hereby authorized and directed to execute the Loneview North Phase 2 Reimbursement Agreement.

Section 2. This Resolution shall take effect immediately upon passage.

Adopted by the City Council of West Jordan, Utah, this 12th day of March, 2014.

CITY OF WEST JORDAN

By: _____
Mayor Kim V. Rolfe

ATTEST:

Melanie S. Briggs, City Clerk/Recorder

Res 14-47

Voting by the City Council

Jeff Haaga

"AYE"

"NAY"

Judy Hansen

Chris McConnehey

Chad Nichols

Ben Southworth

Justin D. Stoker

Mayor Kim V. Rolfe

REIMBURSEMENT AGREEMENT

This Agreement is entered into this _____ day of _____, 2014, by and between _____, a Utah _____ (“Developer”) and the City of West Jordan, a municipality and political subdivision of the State of Utah (the “City”). Developer and City are collectively referred to herein as “Parties,” and each may be referred to individually as “Party.”

RECITALS

A. Developer desires to develop certain property located within the corporate boundaries of the City of West Jordan, Salt Lake County, Utah, as reflected in **Exhibit “A”** (the “Property”).

B. As a condition of development approval, Developer is required to and proposes to construct and install certain “Eligible Public Improvements” as defined in Title 8, Chapter 3, Article B of the West Jordan City Code, which Eligible Public Improvements are identified on **Exhibit “B”** attached hereto.

C. The Parties agree that the Eligible Public Improvements are: lawfully required as a condition of development approval; reasonably anticipated to serve future development; located off-site or will create additional or excess capacity beyond the proportionate share attributable to Developer to reasonably service the proposed development at the City’s adopted level of service standards.

D. The City has adopted a policy, as set forth in Title 8, Chapter 3, Article B of the West Jordan City Code that the proportionate share of the cost for public improvements should be allocated to all the properties creating the need for or benefiting from the public improvements. Reimbursements are authorized by Title 8, Chapter 3, Article B for the purpose of implementing the policies stated therein.

E. Some of the Eligible Public Improvements may become System Improvements, as defined in section Title 8, Chapter 3, Article B of the West Jordan City Code, for which the Developer may receive partial reimbursement from Impact Fees collected by the City. City and Developer desire to identify those Eligible Public Improvements that are potentially System Improvements and to clarify the portion of such Eligible Public Improvements for which reimbursement may be made available through Impact Fees.

F. Some of the Eligible Public Improvements are not System Improvements but are offsite or create additional or excess capacity for the benefit of identified offsite properties (the “Benefited Property”), the owners of which are not currently participating in the cost of such Eligible Public Improvements. City and Developer desire to identify those Benefited Properties and clarify the portion of the Eligible Improvement cost attributable to each Benefited Property.

G. The Eligible Public Improvements that are potential System Improvements do not qualify for an impact fee reimbursement agreement at this time, because they are not included in

the City's capital facilities strategic plan as is required by Title 8, Chapter 3, Article B of the West Jordan City Code. If some or all of the Eligible Public Improvements become System Improvements because they are included in the City's capital facilities strategic plan within four (4) years after the effective date of this Agreement, impact fee reimbursement will be authorized by the City as set forth herein, and the Parties will execute an amendment to this Agreement for that purpose.

H. This Reimbursement Agreement is for Phase Two of a multi-phase project generally referred to as the Loneview North Subdivision.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Incorporation of Recitals and Exhibits. The foregoing Recitals and all Exhibits hereto are hereby incorporated by reference into this Agreement and are made a part hereof.
2. Developer's Obligations.
 - a. Developer shall, at its own expense and in accordance with the final approved subdivision plat and approved engineering construction drawings (collectively, the "Improvement Regulations"), construct and install or cause to be constructed and installed the Eligible Public Improvements and in said Improvement Regulations.
 - b. Developer shall, at its own expense, acquire necessary real property interests for the construction and installation of the Eligible Public Improvements and shall dedicate the acquired real property interests and Eligible Public Improvements to City, in a form approved and acceptable to the City Attorney.
 - c. Developer understands and agrees that deviation from the approved engineering construction drawings may, in addition to other things, affect the ability of Developer to receive reimbursement in the requested amount. The City will consider revisions to Eligible Public improvements and the costs therefore if received by the City in accordance with the Improvement Regulations and sufficiently in advance of construction.
 - d. Developer understands and agrees that the Eligible Public Improvements identified herein are the only improvements for which reimbursement will be made available with respect to the development of the Property.
 - e. Developer may request future reimbursement agreements for Phase Three of the Loneview North Subdivision.

3. Cost Allocation and Collection from Benefited Properties for Non-System Improvements.

a. The Parties agree that the properties reasonably anticipated to benefit from the construction and installation of the non-system improvements are limited to those Benefited Properties identified in **Exhibit "C"**, and cost allocation and collection shall be limited to only the Benefited Properties.

b. City shall allocate costs to the Benefited Properties as set forth in **Exhibit "C"**. The allocation is based on frontage and other fair and equitable criteria.

c. By ordinance and applicable City procedure, the City shall require owners of each Benefited Property to pay to the City the costs identified herein and allocated to such Benefited Property, prior to granting any development, subdivision, conditional use, or site plan approval and prior to the City's issuance of any building permit with respect to the applicable Benefited Property or Properties. The City shall impose such requirement to pay upon the applicable owner's application for approval to develop, subdivide or build on such owners Benefited Property or Properties. The parties acknowledge, understand and agree that: (i) the City is not directly responsible or liable for any payment due from the owner of a Benefited Property, other than to require such payments and to account for sums received by the City; (ii) the City has no duty to engage in collection proceedings or other legal proceedings to collect any payment due from the owner of a Benefited Property, but shall assign to Developer any right the City has to collect such payments as are due from the owner of a Benefited Property pursuant to this Reimbursement Agreement and City ordinance, and to the right to enforce this Reimbursement Agreement against any Benefited Property or the owner thereof; (iii) the City is not responsible or liable if an approval, permit or action is granted inadvertently to a Benefited Property or the owner thereof, unless done intentionally so as to avoid the obligations of this Agreement or by fraud; and (iv) the City is not responsible in the event this Reimbursement Agreement is determined by a court of competent jurisdiction to be unenforceable. Notwithstanding the foregoing, the City shall exercise commercially reasonable efforts to enforce applicable City ordinances and the terms of this Reimbursement Agreement and to collect from the owner of each Benefited Property such amounts as are due hereunder and pursuant to applicable City ordinance and procedure.

4. Reimbursement Payments.

a. Upon collection of the allocated costs from the Benefited Properties as set forth herein, City shall pay the collected amount to Developer (the "Reimbursement Payment"). Notwithstanding anything in this Reimbursement Agreement to the contrary, no Reimbursement Payment shall be due and payable to Developer until the applicable allocated costs are actually received by City from the owner of the Benefited Property.

b. The City agrees that it shall timely consider and pursue in good faith the addition of the portion of the Eligible Public Improvements identified as "Potential System Improvements" on **Exhibit D** to the City's capital facilities strategic plan within four (4) years after the effective date of this Agreement. The City shall make such consideration with respect to

each of the City's proposed amendments to the capital facilities strategic plan considered during such four (4) year time period.

c. If the Potential System Improvements are added to the City's capital facilities strategic plan, City and Developer shall execute an amendment to this Agreement to provide for the City's reimbursement of Developer and, if the owner of the Benefitted Property has previously made the Reimbursement Payment, the owner of the Benefitted Property, for the cost of the Potential System Improvements. After such amendment, Impact Fee reimbursements for the Potential System Improvements shall be paid to the party entitled thereto in accordance with Title 8, Chapter 3, Article B of the West Jordan City Code as the same exists as of the date of this Agreement, after higher priority capital facilities projects have been adequately funded.

d. No reimbursement, whether from Benefitted Properties or from Impact Fees, shall be due to Developer until:

- i) Developer has completed construction and installation of the applicable Eligible Public Improvements, the City has inspected and approved the Eligible Public Improvements, and the real property and Public Improvements have been dedicated to the City by lawful conveyance through plat, warranty deed or other method reasonably acceptable to the West Jordan City Attorney;
- ii) Developer has submitted the documentation required by this Reimbursement Agreement evidencing actual costs of the Eligible Public Improvements; and
- iii) Such reimbursement is required by the terms of this Reimbursement Agreement.

5. Reimbursement Amount.

a. Maximum Reimbursement.

i) The maximum reimbursement for the Eligible Public Improvements shall be the lesser of: (1) the actual costs of Eligible Public Improvements as evidenced by the documentation submitted in accordance with the terms of this Reimbursement Agreement; or (2) the estimated costs of the Eligible Public Improvements as set forth in the attached **Exhibits**, or as said sum is amended under the terms of this Reimbursement Agreement.

ii) "Actual Costs" means the costs actually incurred or expended to construct or install the Eligible Public Improvements, which costs shall include the cost of the real property, and disbursements to general contractors, engineers, surveyors, construction management and inspection, and land planners. Actual Costs shall not include financing costs, interest or expenses incurred or expended for the acquisition of real property, except the purchase price.

iii) The maximum reimbursement for Eligible Public Improvements, shown in the **Exhibits**, are estimates only and shall, if actual costs are less, be decreased in accordance with actual costs. Estimated costs shall not be increased, except by written amendment to this Reimbursement Agreement in accordance with the amendment provisions set forth herein. In order for an amendment to be considered by City, change orders and similar situations and circumstances must have been pre-approved, in writing, by the City.

iv) The maximum reimbursement for acquisition of real property interests shall be 115% of a City-approved MAI-certified appraisal, provided to City at Developer's expense. In no event shall the reimbursement for real property acquisition exceed the lesser of: (1) the actual cost of the real property; or (2) 115% of the appraisal.

v) Developer shall provide to the City documentation, acceptable to the City Attorney, demonstrating the actual costs incurred by the Developer for the acquisition, construction and installation of Eligible Public Improvements, including acquisition of real property interests. Documentation shall include but not be limited to: receipts, checks, vouchers, bills, statements, bid documents, change orders, payment documents, and all other information necessary for the City to determine the actual costs incurred. Developer's failure to submit the required documentation shall result in rejection of the undocumented claimed amount.

b. Interest. No interest shall be included in the amount of the reimbursement, and no interest shall be paid to developer by the City or any other person on any amounts due under this Reimbursement Agreement.

6. Ownership of Eligible Public Improvements. City shall own the Eligible Public Improvements in fee title absolute, together with the lands and rights-of-way dedicated to the City. Ownership shall be with the City upon: (i) completion of construction of the Eligible Public Improvements by Developer; (ii) inspection, approval and written acceptance by the City. The City will assume responsibility for all maintenance, repair and replacement of the Eligible Public Improvements once they are accepted by the City.

7. Term of Agreement. This Reimbursement Agreement shall terminate ten (10) years following the effective date of the Reimbursement Agreement or at such earlier time as the cumulative reimbursement amount reaches the maximum reimbursement. No reimbursement shall be due or payable after said ten (10) year period, except reimbursement from Impact Fees for Eligible System Improvements, which shall in no event exceed the maximum reimbursement.

8. Effect of Agreement. Nothing in this Reimbursement Agreement shall be construed to relieve Developer of any obligations imposed on Developer by Federal, State or local laws, ordinances, regulations, or standards. The terms and conditions of this Reimbursement Agreement shall be in addition to the terms and conditions of other development agreement(s), improvement construction and guarantee agreements, and other agreements applicable to the Property.

9. Waiver and Covenant Not to Sue. Developer specifically agrees to accept the reimbursement specified herein as full and final payment of all claims against the City or any Benefited Property with respect to the Eligible Public Improvements. Developer hereby waives any rights or claims against the City for reimbursement of any kind or source with respect to the Eligible Public Improvements, other than as set forth herein.

10. Assignment. Neither the Reimbursement Agreement nor any of its provisions, terms or conditions may be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities and without the prior written consent of City.

11. Entire Agreement. This Reimbursement Agreement contains the entire agreement and understanding of the parties with respect to reimbursement to Developer for the Eligible Public Improvements and supersedes all prior written or oral agreements, representations, promises, inducements, or understandings between the parties with regard to any reimbursements to Developer from the City with respect to the Eligible Public Improvements.

12. Binding Effect. This Reimbursement Agreement shall be binding upon the parties hereto and their respective officers, employees, representatives, agents, members, successors, and assigns.

13. Validity and Severability. In the event a court, governmental agency, or regulatory agency with proper jurisdiction determines that any provision of this Agreement is unlawful, that provision shall terminate. If a provision is terminated, but the parties can legally, commercially, and practicably continue to perform this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.

14. Amendment. This Agreement may be amended only in a writing signed by the parties hereto.

15. Controlling Law, Jurisdiction and Venue. This Reimbursement Agreement shall be governed by the laws of the State of Utah. Venue shall be in Salt Lake County, Utah.

IN WITNESS WHEREOF, the parties hereto have executed this Reimbursement Agreement as of the day and year first hereinabove written.

[Signatures appear on next two pages.]

CITY:

WEST JORDAN CITY, a municipality and
political subdivision of the State of Utah

ATTEST:

By: _____
Name: Melissa K. Johnson, Mayor

City Clerk

Date: _____

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
County of Salt Lake)

On this ____ day of _____, 2014, before the undersigned notary public in and for the said state, personally appeared Melissa K. Johnson, known or identified to me to be the Mayor of West Jordan City and the person who executed the foregoing instrument on behalf of said City and acknowledged to me that said City executed the same.

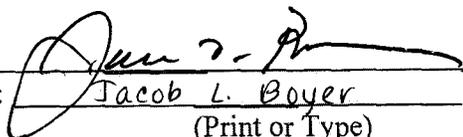
IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Notary Public for Utah

APPROVED AS TO LEGAL FORM
West Jordan City Attorney
By: Taney Heon Date: 3/4/14

DEVELOPER:

Boyer Loneview, L.C.,
a Utah limited liability company, by
its Manager, The Boyer Company, L.C.

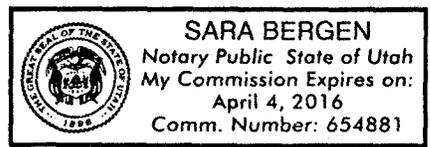
By: 
Name: Jacob L. Boyer
(Print or Type)
Title: Manager
Date: 3/3/14

DEVELOPER ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
County of Salt Lake)

On this 3rd day of March, 2014, before the undersigned notary public in and for the said state, personally appeared Jacob L. Boyer, known or identified to me to be a Manager of The Boyer Company, L.C., the manager of Boyer Loneview, L.C., and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

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



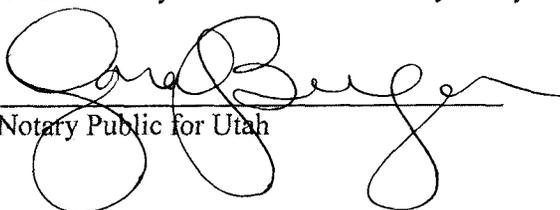

Notary Public for Utah

Exhibit "A"
To
Reimbursement Agreement
(Description of the Property)

**PROPOSED BOUNDARY
OF
Loneview North Subdivision, Phase 2**

A portion of the NE1/4 of Section 34, Township 2 South, Range 2 West, Salt Lake Base & Meridian, located in West Jordan City, more particularly described as follows:

Beginning at point located S89°54'20"W along the Section line 244.30 feet and S0°36'34"E 603.72 feet from the Northeast Corner of Section 34, T2S, R2W, S.L.B.& M.; thence S0°36'34"E 352.22 feet; thence S89°58'51"E 243.91 feet along the extension of, and along the southerly line of RASBAND No. 1 Subdivision, according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder, to the east line of said Section 34; thence N0°35'08"W along the Section line 31.50 feet; thence East 56.00 feet; thence Southeasterly along the arc of a 170.00 foot radius non-tangent curve (radius bears: N89°24'51"E) 225.21 feet through a central angle of 75°54'14" (chord: S38°32'16"E 209.10 feet); thence S13°30'36"W 60.00 feet; thence N76°29'24"W 26.08 feet; thence along the arc of an 80.00 foot radius curve to the left 145.33 feet through a central angle of 104°05'13" (chord: S51°28'00"W 126.16 feet; thence S0°34'37"E 73.70 feet to the north line of BLOOMFIELD HEIGHTS PHASE 2 Subdivision, according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder; thence N89°54'43"W along said Plat 45.20 feet to the Section line; thence S89°25'23"W along said Plat 44.80 feet to the westerly line of 6400 West Street on the easterly line of LONEVIEW NORTH Phase 1 Subdivision, according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder; thence along said Plat the following 13 (thirteen) courses and distances: thence N0°34'37"W 98.21 feet; thence N89°58'51"W 96.54 feet; thence South 8.00 feet; thence N89°58'51"W 204.06 feet; thence Northeasterly along the arc of a 225.00 foot radius non-tangent curve (radius bears: S83°08'30"E) 55.08 feet through a central angle of 14°01'33" (chord: N13°52'16"E 54.94 feet); thence N74°26'25"W 136.49 feet; thence West 214.00 feet; thence South 102.00 feet; thence S4°53'18"E 50.18 feet; thence South 139.20 feet; thence West 101.44 feet; thence S58°23'51"W 58.30 feet; thence S89°20'35"W 109.94 feet; thence N0°36'34"W 814.14 feet; thence N89°20'35"E 109.27 feet; thence N64°43'25"E 55.00 feet; thence East 384.56 feet; thence S82°14'11"E 50.55 feet; thence East 99.38 feet to the point of beginning,

Contains: 12.40+/- acres

Exhibit "B"
To
Reimbursement Agreement
(Eligible Public Improvements)

6400 West - 90' ROW (South of Round About)
 Estimate of Probable Cost
 Length of 90' Row = 213'

Description	Potential Total System Improvements* -- 90' ROW (Does not include sidewalk or parkstrips & sidewalk)				Potential Impact Fee Reimbursement* -- 20' ROW (90' - 70') (Middle of the ROW - No C&G or sidewalk)				Developer(s) Improvements Obligation -- 90' ROW (eligible for reimbursement of 20' from the future when added to 6 Year Plan)				Boyer Project Improvements -- 35' ROW, No Sidewalk or Parkstrip				Peterson Property Reimbursement -- 35' ROW, No sidewalk or Parkstrip				
	Est. Quantity	Unit	Unit Cost	Total	Est. Quantity	Unit	Unit Cost	Total	Est. Quantity	Unit	Unit Cost	Total	Est. Quantity	Unit	Unit Cost	Total	Est. Quantity	Unit	Unit Cost	Total	
Roadway Improvements																					
Land	Cost of Raw Land				4,260 sf. \$ 2.31 \$ 9,829				City Purchase of ROW \$ 9,829												
Subtotal																					
Improvements																					
7" Asphalt Pavement	13,065	sq. ft.	\$ 3.05	\$ 39,848	2,874	sq. ft.	\$ 3.05	\$ 8,767	13,065	sq. ft.	\$ 3.05	\$ 39,848	6,533	sq. ft.	\$ 3.05	\$ 19,924	6,533	sq. ft.	\$ 3.05	\$ 19,924	
12" Road Base & Grade	484	cu. yds.	\$ 26.25	\$ 12,705	106	cu. yds.	\$ 26.25	\$ 2,795	484	cu. yds.	\$ 26.25	\$ 12,705	242	cu. yds.	\$ 26.25	\$ 6,353	242	cu. yds.	\$ 26.25	\$ 6,353	
Subbase Install (16" thick)	651	cu. yds.	\$ 18.00	\$ 11,718	143	cu. yds.	\$ 18.00	\$ 2,578	651	cu. yds.	\$ 18.00	\$ 11,718	326	cu. yds.	\$ 18.00	\$ 5,859	326	cu. yds.	\$ 18.00	\$ 5,859	
Subbase Material (16" thick)	651	cu. yds.	\$ 6.85	\$ 4,459	143	cu. yds.	\$ 6.85	\$ 981	651	cu. yds.	\$ 6.85	\$ 4,459	326	cu. yds.	\$ 6.85	\$ 2,230	326	cu. yds.	\$ 6.85	\$ 2,230	
30" Concrete Curb & Gutter High Back	384	lf	\$ 14.25	\$ 5,472	0	lf	\$ 14.75	\$ -	384	lf	\$ 14.75	\$ 5,664	192	lf	\$ 14.75	\$ 2,832	192	lf	\$ 14.75	\$ 2,832	
Mass Excavation	1,215	cu. yds.	\$ 3.85	\$ 4,678	267	cu. yds.	\$ 3.85	\$ 1,029	1,215	cu. yds.	\$ 3.85	\$ 4,678	608	cu. yds.	\$ 3.85	\$ 2,339	608	cu. yds.	\$ 3.85	\$ 2,339	
Fine Grade Subgrade	19,170	sq. ft.	\$ 0.20	\$ 3,834	4,217	sq. ft.	\$ 0.20	\$ 843	19,170	sq. ft.	\$ 0.20	\$ 3,834	9,585	sq. ft.	\$ 0.20	\$ 1,917	9,585	sq. ft.	\$ 0.20	\$ 1,917	
Subtotal		Total Cost \$ 82,714				City Obligation \$ 16,993				Developer Obligation \$ 82,906				Boyer Responsibility \$ 41,453				Peterson Reimbursement \$ 41,453			
Water Line																					
Culinary Water Line																					
12" PVC	231	lf	\$ 32.45	\$ 7,495.95	0		\$ -	\$ -	231	lf	\$ 32.45	\$ 7,495.95	115.5	lf	\$ 32.45	\$ 3,747.98	115.5	lf	\$ 32.45	\$ 3,747.98	
8" PVC	182	lf	\$ 20.75	\$ 3,776.50					182	lf	\$ 20.75	\$ 3,776.50	91	lf	\$ 20.75	\$ 1,888.25	91	lf	\$ 20.75	\$ 1,888.25	
Air Vac Release	1	ea.	\$ 3,032.00	\$ 3,032.00					1	ea.	\$ 3,032.00	\$ 3,032.00	0.5	ea.	\$ 3,032.00	\$ 1,516.00	0.5	ea.	\$ 3,032.00	\$ 1,516.00	
Subtotal		Total Cost \$ 14,304				City Obligation				Developer Obligation \$ 14,304.45				Boyer Responsibility \$ 7,152				Peterson Reimbursement \$ 7,152			

* Original Roadway Improvements and Water Line will be paid by Boyer, and reimbursed 50% by Peterson.
 If Roadway Improvements for 6400 W. are adopted on Six Year Capital Facilities Strategic Plan, Boyer and Peterson will split reimbursement from 50/50 (10' to Boyer, 10' to Peterson).
 impact fees

impact fees

6400 West Round About
Estimate of Probable Cost

Item Description	Estimated	Unit	Unit Price	Total Estimated
16" Subbase under Concrete	5,000	sf.	\$1.22	\$6,100.00
Type S Curb (APWA 209)	286	lf.	\$15.20	\$4,347.20
Type E Curb (WJ Standards RD-05; Sheet C9)	606	lf.	\$14.18	\$8,593.08
Filler Concrete - Interior of round-about - Stamped (9.5' band)	2,374	sf.	\$9.49	\$22,529.26
Filler Concrete - Interior of "pork chops" - Stamped	3,178	sf.	\$9.49	\$30,159.22
Bike Access	8	ea.	\$300.00	\$2,400.00
Irrigation Sleeves	2	ea.	\$750.00	\$1,500.00
Utility Crossings	8	ea.	\$750.00	\$6,000.00
Round-about signage per plan	1	ls.	\$3,343.00	\$3,343.00
Round-about striping include in striping price in misc. category	1	ls.	\$6,050.00	\$6,050.00

Total Round About Cost

\$91,021.76

Exhibit "C"
To
Reimbursement Agreement
(Benefitted Properties and Cost Allocation)

Benefited Properties Reimbursement Cost Distribution
6400 West Street Improvements & Round About - 370 Linear Feet of Frontage

Improvements

Parcel #	Frontage Along 6400 West	% of Reimbursement	Reimbursement Amount
20-35-100-021	370	50%	\$62,292.40

Round About

Parcel #	Frontage Along 6400 West	% of Reimbursement	Reimbursement Amount
20-35-100-021	370	50%	\$45,510.88

Water Line

Parcel #	Frontage Along 6400 West	% of Reimbursement	Reimbursement Amount
20-35-100-021	370	50%	\$10,544.23

Exhibit "D"
To
Reimbursement Agreement
(Potential System Improvements)

The cost to upsize and improve the 6400 West Street right-of-way from a 70' right-of-way to a 90' right-of-way, which cost is estimated to be \$16,993.00.