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Clay J. Dowling

REGISTER OF DEEDS



SUBDIVISION AGREEMENT

THIS AGREEMENT made this 1st day of December, 2015, by and between **ASHBURY CREEK, LLC**, a Nebraska limited liability company (hereinafter referred to as "DEVELOPER"), **SANITARY AND IMPROVEMENT DISTRICT NO. 304 OF SARPY COUNTY, NEBRASKA**, (hereinafter referred to as "DISTRICT"), **ROBERT G. MOORE and ELAINE L. MOORE, TRUSTEES OF THE MOORE FAMILY TRUST DATED MARCH 9, 1993** (hereinafter collectively referred to as "MOORE"), and the **CITY OF PAPILLION**, a municipal corporation, (hereinafter referred to as "CITY").

WITNESSETH:

WHEREAS, DEVELOPER is the owner of the parcels of land described in Exhibit "A", attached hereto, other than Lot 86 which is owned by MOORE. All such parcels of land owned by DEVELOPER are within CITY's zoning and platting jurisdiction; and

WHEREAS, DEVELOPER and MOORE have requested CITY to approve a specific platting of the area to be developed known as Ashbury Creek as described in Exhibit "B", attached hereto, and hereinafter referred to as the "Development Area"; and

WHEREAS, DEVELOPER and MOORE wish to connect the sewer and water system to be constructed by DISTRICT within the Development Area with the sewer and water system of CITY; and

WHEREAS, DEVELOPER, DISTRICT, MOORE, and CITY wish to agree upon the manner and the extent to which public funds may be expended in connection with Public Improvements serving the Development Area and the extent to which the contemplated Public Improvements specifically benefit property in the Development Area and adjacent thereto, and to what extent the cost of the same shall be specially assessed.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

Section I.

DEFINITIONS

For the purpose of this Agreement, unless the context otherwise requires, the following words and phrases shall have the following meanings:

- A. "Cost(s)" or "entire cost", being used interchangeably, of each "Private Improvement" or "Public Improvement" shall mean all construction costs, acquisition of off-site public easements, engineering fees, design fees, attorneys' fees, inspection fees and testing expenses, publication costs, municipal advisory fees, underwriting fees, financing costs (which shall include interest), and all other related or miscellaneous costs or expenses incurred by DISTRICT or DEVELOPER in connection with any Private Improvements or Public Improvements.

- B. **“Dedicated Street(s)”** shall mean those concrete or paved area(s), including curbing, to be constructed, modified, or improved within that portion of the Development Area designated as Dedicated Street right-of-way on Exhibit “B”.
- C. **“Development Area”** shall mean the real property situated within the area identified or depicted on Exhibit “B” and related public right-of-way.
- D. **“Party”** shall mean CITY, DEVELOPER, DISTRICT, or MOORE, individually, and **“Parties”** shall mean CITY, DEVELOPER, DISTRICT, and MOORE, collectively.
- E. **“Plat”** shall mean the final plan of the plat, subdivision, or dedication of land prepared for filing or recording in accordance with the Papillion Municipal Code.
- F. **“Privately Financed Public Improvements”** shall mean those improvements or betterments identified in Section II to be installed and constructed at the sole cost and expense of DEVELOPER in lieu of DISTRICT installing and constructing such improvements or betterments using the credit or funds of DISTRICT, as permitted by Section V.
- G. **“Private Improvements”** shall mean those improvements or betterments required by, or otherwise undertaken by, DEVELOPER pursuant to this Agreement on, to, or otherwise benefiting the Development Area that are privately financed by DEVELOPER.
- H. **“Public Improvements”** shall mean those improvements or betterments to be constructed using the credit or funds of DISTRICT as defined in Section II.
- I. **“Property specially benefited”** shall mean property benefited by the Public Improvement and situated either: (1) within the platted area in which the Public Improvement is situated or (2) outside such platted area in which such Public Improvement is situated but within the corporate limits of DISTRICT and within 300 feet of said platted area.
- J. **“Street intersections”** shall be construed to mean the area of the street between the returns of the various legs of the intersection, but in no case shall said area extend in any direction beyond a straight line drawn perpendicular from the centerline of the street to the adjacent lot corner.

Section II.

Public Improvements

DEVELOPER, DISTRICT, MOORE, and CITY agree that the credit or funds of DISTRICT may be used for the following Public Improvements and/or associated fees:

- A. Grading of street right-of-way except for initial site grading which shall be completed and paid for privately by DEVELOPER. Initial site grading shall include adjacent or abutting street right-of-way.
- B. Concrete paving of all streets dedicated per plat as shown on Exhibit “C” including improvements within the 114th Street right-of-way.
- C. All Dedicated Street signage, traffic control signs, and traffic control devices required by, and meeting the standards of, the “Manual of Uniform Traffic Control Devices,” but only if

first approved in writing by CITY's Public Works Director or the City Engineer and only if located at a Street Intersection or related to the Development Area.

- D. All sanitary sewers, water mains, and appurtenances constructed within Dedicated Street right-of-ways or easements, as shown on Exhibit "D", pursuant to sanitary sewer plans heretofore prepared by DISTRICT's engineer, consulting engineers, and land surveyors.
- E. All storm sewers, inlets, and appurtenances constructed within Dedicated Street right-of-ways or easements within the Development Area, as shown on Exhibit "C". Permanent storm water detention basins on and off site as shown on Exhibit "E".
- F. The "Gas Distribution System" to be constructed and installed by Black Hills Energy, Inc. within any Dedicated Street right-of-way within the Development Area or other areas specifically approved by CITY.
- G. The "Lighting System" for any Dedicated Streets to be constructed and installed by the Omaha Public Power District within the boundaries of any Dedicated Street right-of-way within the Development Area, including any decorative, ornamental, or other lighting not conforming to CITY standards but which has been specifically approved by CITY.
- H. The "Electrical Power Service" to be constructed and installed by the Omaha Public Power District within the boundaries of any Dedicated Street right-of-way or OPPD easements within the Development Area. The Electrical Power Service shall include all electrical utility lines and other devices, other than the Lighting System, so constructed and installed for the benefit of the Development Area.
- I. Capital facilities charges to CITY, as provided for in CITY's Master Fee Schedule ("Master Fee Schedule") at the time Papillion's City Council ("City Council") approves this Agreement, and as otherwise established within this Agreement.
- J. Emergency Vehicle Preemption device to be installed on traffic signal arms.
- K. A civil defense and storm warning system, if necessary.
- L. Permanent piping for sediment basin and detention ponds.
- M. Sidewalks and trails as shown on Exhibit "F" plus that portion of sidewalk adjacent to Outlot G on the east side but not shown in Exhibit "F".

Section III.

Use of DISTRICT Credit or Funds

It is agreed that the credit or funds of DISTRICT shall not be used for construction of any improvements or facilities within the Development Area except those Public Improvements specified in this Agreement. By way of specification, and not by way of limitation, the Parties agree that DISTRICT shall not incur any indebtedness or otherwise involve its credit or expend any of its funds in the construction or other acquisition or improvement of any swimming pool, golf course, park, playground, or other recreational facility without approval by Resolution of City Council.

Section IV.

Apportionment of Costs

The Parties agree that the cost of the Public Improvements constructed by DISTRICT within the Development Area shall be defrayed as follows and as identified in Exhibit "G" attached hereto and incorporated herein by this reference as the Source and Use of Funds. In no case shall the general obligation costs of DISTRICT exceed the amount shown as the total general obligation in Exhibit "G" at the time of levy of special assessments. Special assessments shall be increased if necessary to reduce the general obligation debt to the required amount.

DISTRICT agrees that the funds for the Public Improvements allocated in Exhibit "G" that are not being expended by DISTRICT as the result of the private financing by DEVELOPER shall not be reallocated by DISTRICT for any other expense or Public Improvement without CITY's approval.

Construction overruns and/or change orders totaling ten percent (10%) or less of any individual contract, as described in Exhibit "G", shall be submitted to CITY for approval prior to the work being started. If the work is approved by both the City Administrator and the City Engineer, the total cost of the work may be added to the relevant construction contract and Exhibit "G". If the work is not approved by the City Administrator and the City Engineer, the cost of the work shall be included in the statements of cost and specially assessed evenly against DISTRICT's assessable property or the cost of the work shall be privately financed.

- A. Street Right-of-Way Grading. One hundred percent (100%) of the entire cost of grading street right-of-way, including intersections, shall be paid for by DEVELOPER, except that grading associated with coring of streets and backfilling after paving may be performed by DISTRICT. One hundred percent (100%) of the entire cost for coring of streets and backfilling shall be specially assessed against the property specially benefited, except that the cost for coring and backfilling streets with a width in excess of twenty-five (25) feet exclusive of curb and gutters and street intersections may be borne by general obligation of DISTRICT or privately financed by DEVELOPER.
- B. Paving and Street Construction. One hundred percent (100%) of the entire cost of all paving and street construction will be paid by special assessment against the property specially benefited, except that the following costs shall be borne by general obligation of DISTRICT: 1) the cost of the paving and construction of street intersections, 2) the cost differential for pavement thickness in excess of six (6) inches for reinforced concrete or seven (7) inches for plain concrete, 3) the cost differential for pavement width in excess of twenty-five (25) feet exclusive of curb and gutters, and 4) the cost of the driveway relocation for the adjoining properties. The cost for curb and gutters are incidental to paving and shall not be considered separately for purposes of assessment. Dedicated Street signage, traffic control signs, and traffic control devices shall be installed by DISTRICT. The cost of Dedicated Street signage, traffic control signs, and traffic control devices and installation may be borne by general obligation of DISTRICT.
- C. Sanitary Sewer Line, Water Mains, and Appurtenances. One hundred percent (100%) of the entire cost of all sanitary sewer lines, water mains, and appurtenances located within the Development Area shall be paid by special assessment against the property specially benefited, except that the following costs may be borne by general obligation of DISTRICT or privately financed by DEVELOPER: (1) the cost difference for the portion of sanitary sewers in excess of 8 (eight) inches and water mains in excess of 8 (eight) inches, (2) one hundred percent (100%) of the entire cost of any outfall sewer lines or water lines outside

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the Development Area, and (3) one hundred percent (100%) of the cost of the exterior water line to serve the Development Area as described on the attached Exhibit "D". Pursuant to Chapter 170, Subdivision of Land, Section 170-20 of the Code of the City of Papillion, fire hydrants shall be provided by DEVELOPER. The type of hydrants and control valves and the location of the hydrants must be approved by the City Engineer.

- D. Storm Sewer and Appurtenances. One hundred percent (100%) of the entire cost of all storm sewer and appurtenances may be borne by general obligation of DISTRICT or privately financed by DEVELOPER, except that the cost difference for the portion of the storm sewer in excess of a forty-eight (48) inch inside diameter shall be specially assessed against the property specially benefited within the Development Area. Difference in cost shall include a proportionate share of the entire cost. For improved channels, the cost of constructing the channel and appurtenances shall be considered as the cost of storm sewer in excess of a forty-eight (48) inch inside diameter. Culvert crossings perpendicular to street center lines may be borne by general obligation of DISTRICT for a length not exceeding the width of the right-of-way, plus six (6) times the vertical distance between the centerline of the pavement and the invert elevation of the box culvert.
- E. Underground Power or Natural Gas. All contract charges for underground power or natural gas authorized to be paid by DISTRICT to the Omaha Public Power District or to any public gas utility by the provisions of Section II-F and H, including both the basic charges and refundable charges, together with all other charges as fall within the definition of entire cost, including all penalties and default charges that are allocable to such contract charges, shall be specially assessed against property specially benefited within the Development Area. One hundred percent (100%) of the cost differential for underground installation in lieu of above ground installation shall be specially assessed or privately financed. The cost of contract charges paid to the Omaha Public Power District for lighting of public streets shall be paid out of DISTRICT's General Fund.
- F. Capital Facilities Charges. The Parties acknowledge that CITY's Capital Facilities Charges are charged on a per lot basis and function as a contribution toward existing or future facilities necessary to meet the service needs of new customers. Accordingly, the Parties agree that Capital Facilities Charges shall be paid to CITY according to the following:
 - i. Lots 1 – 85, Outlots A, B, C, E, F, and G. DISTRICT shall pay to CITY Capital Facilities Charges based on 86 residential lots (specifically Lots 1 – 85 and Outlot G) plus 13.8 acres of outlots (specifically Outlots A, B, C, E, and F) at rates established by the Master Fee Schedule at the time this Agreement is approved by City Council. As indicated above, DISTRICT and CITY agree that Capital Facilities Charges for Outlot G shall be charged as though Outlot G is a residential lot because the outlot shall be replatted as a single-family residential lot once a temporary secondary access to the Development Area is no longer required for construction purposes. Not less than fifty percent (50%) of gross Capital Facilities Charges paid to CITY shall be specially assessed against property served. Following City Council's approval of the Ashbury Creek Phase 1 final plat, CITY will issue invoices for all applicable Capital Facilities Charges. CITY and DISTRICT agree that one hundred percent (100%) of all such Capital Facilities Charges shall be paid to CITY within 90 days of the invoice issuance dates.

- ii. Outlots D, H, and I. DISTRICT and CITY agree that Capital Facilities Charges are being deferred for Outlots D, H, and I because Outlots D, H, and I are to be replatted into developable single-family residential lots as part of Ashbury Creek Phase 2. Following City Council’s approval of the Ashbury Creek Phase 2 final plat, CITY will issue invoices for all applicable Capital Facilities Charges at rates established by the Master Fee Schedule at the time said final plat is approved by City Council. DISTRICT and CITY agree that one hundred percent (100%) of all such Capital Facilities Charges for Outlots D, H, and I shall be paid within 90 days of the invoice issuance dates based on the lot configuration of the replat.
 - iii. Lot 86 Pre-Redevelopment: As a condition precedent to MOORE connecting to CITY’s municipal water supply system for the first time, MOORE shall be obligated to pay Capital Facilities Charges for Lot 86. DEVELOPER agrees to pay said Capital Facilities Charges for Lot 86 on behalf of MOORE prior to Lot 86 connecting to CITY’s municipal water supply system.
 - iv. Lot 86 Redevelopment: The Parties acknowledge that Lot 86 is intended to be replatted and redeveloped into six single-family lots in the future (*see* Section IX(N)). The Parties agree that CITY’s collection of Capital Facilities Charges for the six anticipated lots shall be delayed until Lot 86 is replatted for the intended redevelopment. Said Capital Facilities Charges shall then be based on the lot configuration of the replat and shall be charged at rates established by the Master Fee Schedule at the time the replat is approved by City Council. Additionally, the Parties agree that the Capital Facilities Charges shall be specially assessed at a percentage no higher than that specially assessed for the lots in DISTRICT (*see* Section IV(F)(i)). Following City Council’s approval of the replat, CITY will issue invoices for all applicable Capital Facilities Charges with a credit provided for the Capital Facilities Charges previously paid by DEVELOPER on behalf of MOORE per Section IV(F)(iii)). MOORE, its successors, and assigns agree that one hundred percent (100%) of all such Capital Facilities Charges shall be paid by the owners of Lot 86 within 90 days of the invoice issuance dates.
 - v. Building Permits: Parties acknowledge that CITY shall not issue building permits until after all applicable Capital Facilities Charges have been paid in full.
- G. Civil Defense Siren. If civil defense coverage for the entire Development Area is not already available, civil defense sirens shall be installed prior to the issuance of any occupancy permit for any structure built in said Development Area. The number, type, and specifications of said defense sirens shall be determined by the City Administrator in conjunction with the Director of the Sarpy County Civil Defense Agency. The cost for said civil defense sirens may be borne by general obligation of DISTRICT or privately financed by DEVELOPER. If existing coverage is available, DISTRICT will pay its pro-rata share of the siren cost based on the areas of coverage as determined by the City Engineer.
- H. Temporary Sediment/Permanent Detention Basins. Temporary Sediment/Permanent Detention Basins are planned for the subdivision as shown on the attached Exhibit “E”. Permanent Detention Basins are initially used as Temporary Sediment Basins until such time that the area draining into the basin is developed. DEVELOPER covenants and agrees that it assumes the sole obligation for the construction of the Temporary Basin(s) and the maintenance thereof during the mass grading of the Development Area including sediment removal from basins and traps. The grading for and maintenance of the Permanent Basins

during the mass grading will be performed and paid for by DEVELOPER, with the cost of the permanent piping therefor paid by DISTRICT as a general obligation cost. After completion of the mass grading, the ongoing maintenance of removing accumulated sediment as may be required for both the Temporary and Permanent Basins may be borne by general obligation of DISTRICT or privately financed by DEVELOPER until such time as the Public Improvements serviced by each basin have been completed. DEVELOPER, its successors, and assigns shall be responsible for the Permanent Basins once they have served their purpose as Temporary Basins and maintenance shall be in compliance with the Post-Construction Storm Water Management requirements of CITY. Ownership and maintenance responsibilities for any existing Temporary and Permanent Basins shall be transferred to the Ashbury Creek Homeowners Association prior to annexation by CITY. Costs for landscaping the Permanent Detention Basins shall be the responsibility of DEVELOPER. The costs associated with Temporary Sediment Basin closures shall be the responsibility of DEVELOPER. The engineers for DISTRICT shall notify CITY that, in their professional opinion, the basins and traps are no longer required as a sediment trap. CITY, DEVELOPER, and DISTRICT shall make a mutual determination that the above provisions have been met, and at such time, DEVELOPER, its successors, and assigns shall assume all maintenance responsibilities.

- I. Trail/Sidewalks. One hundred percent (100%) of the entire cost of the trail and sidewalk installation, as shown in Exhibit "F" plus that portion of sidewalk adjacent to Outlot G on the east side but not shown in Exhibit "F", may be borne by general obligation of DISTRICT or privately financed by DEVELOPER. District shall be responsible for entering into an interlocal agreement with Sarpy County for the installation of said trail and sidewalk within the 114th Street right of way.
- J. Off-site Easements. One hundred percent (100%) of the entire cost of obtaining the off-site easements for the sanitary sewer and water system connections may be borne by general obligation of DISTRICT or privately financed by DEVELOPER.

Section V.

Privately Financed Public Improvements

- A. DEVELOPER, at its sole discretion, may cause Public Improvements to be installed and constructed at the sole cost and expense of DEVELOPER in lieu of DISTRICT installing and constructing such Public Improvements ("Privately Financed Public Improvements" as defined in Section I), subject to the following conditions:
 - i. DEVELOPER must provide written notice to CITY of the intent to privately install and construct public improvements.
 - ii. DEVELOPER shall cause all Privately Financed Public Improvements to be constructed and installed in accordance with the terms and conditions of this Agreement and all such Privately Financed Public Improvements shall become the unencumbered assets of DISTRICT.
 - iii. DEVELOPER shall abide by and incorporate into all of its construction contracts for Privately Financed Public Improvements the provisions required by the regulations of CITY pertaining to construction of public improvements in developments/subdivisions and testing procedures.

- iv. At least thirty (30) working days before commencing any work in connection with the Privately Financed Public Improvements, DEVELOPER shall first:
 - 1. Deliver to the appropriate department(s) of CITY duly executed copies of any agreement(s) for work required for, or otherwise entered into in connection with, the Privately Financed Public Improvements including required bonds and insurance certifications, and all plans for the Privately Financed Public Improvements. The specifications and technical terms of all such agreements and plans shall have been received and approved by CITY prior to the execution of any agreements for construction or installation of the Privately Financed Public Improvements by DEVELOPER.
 - 2. CITY and its departments agree to reasonably cooperate with DEVELOPER, its agents and contractors for the timely and orderly installation of the Privately Financed Public Improvements following the execution of this Agreement and submittal of required documents.

Any contracts for the construction or installation of the Privately Financed Public Improvements entered into by DEVELOPER shall provide that the contractor or subcontractor constructing or installing the Privately Financed Public Improvements shall have no recourse against CITY or DISTRICT for any costs, claim or matter arising out of, or in any way whatsoever, including without limitation, the cost for Privately Financed Public Improvements, construction oversight of the Privately Financed Public Improvements, the design or preparation of plans and specifications for the Privately Financed Public Improvements, or the construction of the Privately Financed Public Improvements.

- v. DEVELOPER shall obtain general liability insurance, as well as payment and performance bonds equivalent to the total constructions costs, for the Privately Financed Public Improvements within the Development Area, and shall show proof of such insurance and bonds to CITY and DISTRICT prior to the commencement of construction.
- vi. DEVELOPER shall cause CITY to be named as an additional insured under any policy of insurance, including all payment and performance bonds obtained by DEVELOPER (whether or not required by this Agreement) or any other person in connection with the construction or operation of the Public Improvements. Additionally, DEVELOPER shall cause DISTRICT to be named as an additional insured under any policy of insurance, including all payment and performance bonds obtained by DEVELOPER in connection with the construction or operation of the Privately Financed Public Improvements.
- vii. The entire cost of all Privately Financed Public Improvements shall be paid by and be at the sole expense of DEVELOPER.
- viii. Prior to commencement of construction of Privately Financed Public Improvements, DEVELOPER shall obtain and file of record permanent easements for all Public Improvements not located on or in dedicated public right-of-way, including sanitary, water, storm sewer lines, and Post-

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Construction Storm Water Management including all appurtenances as determined by the City Engineer. Said easements shall be in form satisfactory to the City Attorney, the City Engineer, and DISTRICT.

- ix. DEVELOPER shall forward all weekly construction tests and observation logs to the City of Papillion Public Works Director and the City Engineer. No final payment shall be made to the contractor until such final payment has been approved by the City Engineer.
- x. Upon completion of the Privately Financed Public Improvements, the Parties agree that the Privately Financed Public Improvements shall be assets of DISTRICT and shall be maintained by DISTRICT to the same standard as the Public Improvements until such time that DISTRICT is annexed by CITY.

Section VI.

General Obligation Professional Services Fees

The Parties agree that professional service fees paid on the actual general obligation construction costs of any DISTRICT project associated with the construction and maintenance of public utility lines and conduits, emergency management warning systems (including civil defense and storm warning systems), water mains, sanitary sewers, storm sewers, flood or erosion protection systems (including dikes and levees), sidewalks/trails, streets/roads/highways and traffic signals and signage, street lighting, power, public waterways/docks/wharfs and related appurtenances, and parks/playgrounds/recreational facilities (excluding clubhouses and similar facilities for private entities), landscaping and hardscaping shall be as follows:

- A. DISTRICT's Engineer(s) shall be compensated:
 - i. For professional engineering, administration, construction and coordinating services on projects with actual construction costs greater than one hundred and fifty thousand dollars (\$150,000), DISTRICT's Engineer shall be paid on the basis of their actual direct labor costs times their usual and customary overhead rate plus fifteen percent (15%) for profit plus reimbursable costs. In no case shall those costs paid be greater than twenty-one percent (21%) of the actual general obligation construction costs of any project. Any work performed without CITY's approval shall be paid for privately or specially assessed.
 - ii. For professional engineering, administration, construction and coordinating services on projects with actual construction costs less than one hundred and fifty thousand dollars (\$150,000), DISTRICT's Engineer shall be paid on the basis of their actual direct labor costs times their usual and customary overhead rate plus fifteen percent (15%) for profit plus reimbursable costs. In no case shall those costs paid be greater than twenty-five percent (25%) of the actual general obligation construction costs of any project. Any work performed without CITY's approval shall be paid for privately or specially assessed.
 - iii. Such services shall include, but not be limited to, the cost for all services in connection with the preliminary and final surveys, geotechnical reports, preliminary and final design, redesign, cost estimates, bid document preparation including preparation of plans and specifications,

analysis and studies, recommendation of award, preparation of progress estimates, preparation of special assessments schedules and plats, certification of final completion, utility coordination, permitting (exclusive of permit fees), testing, construction or resident observation, construction staking, as-built record drawings and surveys, easement exhibits and legal descriptions and specialized sub-consultants as may be necessary for the completion of the project.

- iv. Additional service fees may be considered by the Mayor and City Council for any significant redesign work that is requested by CITY but only after final construction plans and procurement documents have been approved in writing by the City Engineer.
- v. Fees shall become due no earlier than at the time services are rendered and are approved by DISTRICT's Board of Trustees.

B. DISTRICT's Attorney(s) shall be compensated for professional legal services:

- i. At a cost no greater than five percent (5%) of the actual project construction costs for all services in connection with the commencement, planning, advertisement, meetings, construction and completion of and levy of special assessments for the construction of Public Improvements installed within DISTRICT. The percentage legal fee may not be charged on engineering fees, fiscal fees, testing, permit fees, or interest payments of DISTRICT.
- ii. At a cost no greater than one-half of one percent (0.5%) for bond issuance or subsequent refinancing of DISTRICT on the gross amount of bonds issued.
- iii. Fees shall become due no earlier than at the time construction funds warrants or bonds are issued for approved expenditures by DISTRICT's Board of Trustees.
- iv. At a cost no greater than two percent (2%) of the actual project construction costs for all services in connection with contract charges and reimbursable charges, reimbursements or payments to other agencies or contract services for OPPD, Black Hills Energy, CenturyLink, Cox, etc. This shall include, but not be limited to, park land acquisition, capital facilities charges, and accrued interest payments on warrants issued by DISTRICT.

C. DISTRICT's Fiscal Agent(s). DISTRICT's underwriter(s) for the placement of warrants issued by DISTRICT, and municipal advisor(s) or other financial advisor(s) for services during construction, collectively, shall receive fees not to exceed five percent (5%) of warrants issued.

- i. Fees shall become due no earlier than at the time construction funds warrants or bonds are issued for approved expenditures by DISTRICT's Board of Trustees.

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The Parties agree that all costs not described within this Agreement or otherwise approved by CITY shall be considered unwarranted or excessive and shall be paid for privately or specially assessed evenly among all the assessable lots.

Further, the Parties agree that interest on construction fund warrants issued prior to the professional fee schedules outlined above shall be paid for privately or specially assessed evenly among all the assessable lots.

Section VII.

Covenants by CITY

CITY covenants and agrees that DISTRICT may connect its sanitary sewer system and water system to the sanitary sewer system and water system of CITY pursuant to the terms and conditions of a sewer and water connection agreement between CITY and said DISTRICT.

CITY covenants and agrees that MOORE may connect Lot 86 to the sanitary sewer system and water system of CITY pursuant to the terms and conditions of a separate sewer and water connection agreement between CITY and MOORE and pursuant to the terms listed in Section IX(N) of this Agreement. Further, CITY, MOORE, its successors, and assigns acknowledge that an additional separate sewer and water connection agreement will be required as part of the redevelopment of Lot 86. It shall be the responsibility of MOORE, its successors, and assigns to cause such agreement to be executed for the Lot 86 redevelopment.

Section VIII.

Covenants by DISTRICT

DISTRICT covenants and agrees that:

- A. DISTRICT shall abide by and incorporate into all of its construction contracts the provisions required by the regulations of CITY pertaining to construction of Public Improvements in subdivisions and testing procedures therefor. DISTRICT shall not solicit bids for Public Improvements until after the plans therefor have been approved by the City Engineer, and no construction shall begin, and no contract let until such time as CITY approves any such bids.
- B. DISTRICT shall attach copies of all paid invoices to the minutes of the Board of Trustees meetings where payment of such invoices is authorized.
- C. DISTRICT shall format all bid procurement documents to match the format utilized in the Source and Use of Funds. No bid authorization shall be provided by CITY until the City Engineer determines that the bid procurement documents are properly formatted.
- D. DISTRICT shall cause all weekly construction tests and observation logs to be delivered to the City of Papillion Public Works Director and the City Engineer. No final payment shall be made to the contractor until such final payment has been approved by the City Engineer.
- E. DISTRICT shall not contract or pay for any work that is performed by DEVELOPER, or is performed by any company whose principals are related to DISTRICT's Trustees or DEVELOPER.

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- F. Prior to commencement of construction of Public Improvements, DISTRICT shall obtain and file of record permanent easements for all sanitary, water, storm sewer lines, and Post-Construction Storm Water Management including all appurtenances as determined by the City Engineer. Said easements shall be in form satisfactory to the City Attorney and the City Engineer.
- G. After bids for Public Improvements are received and prior to award of said bids, DISTRICT's Engineer shall provide a document to the City Engineer that details the itemized split of DISTRICT's general obligation and special assessment costs.
- H. All special assessments of any DISTRICT project shall be levied upon all lots or parcels of ground within DISTRICT which are specially benefited by reason of such Public Improvement(s), such levy to be made within six (6) months after the final acceptance of the Public Improvements associated with each respective phase that are subject to special assessment by DISTRICT's Board of Trustees or Administrator. All such special assessments shall be levied within eighteen (18) months after commencement of construction or as otherwise provided by Neb. Rev Stat. § 31-751.
- I. No special assessments shall be assessed against any outlot or dedicated park land. Costs associated with Public Improvements adjacent to or within an outlot (not deemed to be dedicated park land) shall not be borne by general obligation cost, except as provided in Section IV. Such costs shall be specially assessed against all lots (excluding outlots) within the Development Area.
- J. Prior to publishing notice to levy special assessments, DISTRICT agrees to submit to CITY:
 - i. A schedule of the proposed special assessments;
 - ii. A schedule of all general obligation costs spent by DISTRICT;
 - iii. A plat of the area to be assessed;
 - iv. A full and detailed statement of the entire cost of each type of Public Improvement, which statement or statements shall separately show:
 - 1. The amount paid to the contract;
 - 2. The amount paid to DISTRICT's Engineer(s) which shall include a complete and itemized log of work hours, testing expenses and all reimbursables that shall be broken down into corresponding service (design, observation, testing, surveying, etc.);
 - 3. The amount paid to DISTRICT's Attorney(s);
 - 4. The amount paid to DISTRICT's Fiscal Agent(s) including underwriter(s) for the placement of warrants and DISTRICT's municipal advisor(s) and other financial services advisor(s) for services during construction; and

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5. The amount paid for penalties, forfeitures or default charges; and
 6. A complete and itemized warrant registry detailing the warrant numbers, payee name, registration date, maturity date, interest date, interest rate, the amount paid with corresponding invoice numbers to payee, and the Public Improvement project for which the warrants were issued.
- K. DISTRICT agrees to obtain written approval of CITY of proposed special assessments schedules prior to advertising for any hearing of DISTRICT to be held for the purpose of equalizing or levying special assessments against property specially benefited by any Public Improvements constructed by DISTRICT.
 - L. DISTRICT shall make its annual tax levy in an amount sufficient to timely pay the indebtedness and interest thereof for Public Improvements, but in no event shall said levy be less than a minimum ad valorem property tax rate of eighty-eight cents (88¢) per one hundred dollars (\$100) of taxable valuation for the tax collection years through the year that all of DISTRICT's warrants can be paid on a cash basis and converted to bonded debt.
 - M. On or about October 1 of each year following the issuance of DISTRICT bonds, DISTRICT shall cause the delivery of the following information to the Finance Director for review and approval: a cash flow projection by year for the entire term of the indebtedness. The cash flow projection shall include, but not be limited to, existing and projected taxable valuation, a projected annual debt service levy, existing and projected cash receipts, cash disbursements and available balances in the bond fund and general fund of DISTRICT. DISTRICT shall adopt tax rate levies sufficient to fund the succeeding years' general and bond fund projected obligation as required in the cash flow projections.
 - N. DISTRICT shall provide CITY ten (10) days' notice of its annual budget meeting along with its tax requests.
 - O. DISTRICT shall furnish to CITY copies of all proposed budgets and published notices of meetings to consider said budget and expenditures at least ten (10) days prior to the Board of Trustee's meeting to consider and adopt a proposed budget.
 - P. DISTRICT warrants that it will provide CITY with a minimum of thirty (30) days prior written notice of the filing of any petition under Chapter 9 of the United States Bankruptcy Code and DISTRICT shall also provide to CITY actual prior notice of any hearings held in the United States Bankruptcy Court pursuant to any bankruptcy filings.

Section IX.

Other Obligations

- A. Review Fee for Improvements by DISTRICT. It is mutually agreed that DISTRICT shall pay a fee of one percent (1%) of construction cost to CITY to cover engineering, legal and other miscellaneous expenses incurred by CITY in connection with any necessary review of plans and specifications in connection with the construction projects performed by DISTRICT. The Review Fee shall be allocated to special assessments and general obligation in the same proportion as the costs of the particular construction project. CITY shall invoice DISTRICT the Review Fee at the time that each bid is approved for a respective construction

project. DISTRICT shall authorize payment of each Review Fee at the next meeting following the date of the review fee invoice issued by CITY.

- B. Review Fee for Improvements by DEVELOPER. It is mutually agreed that DEVELOPER shall pay a fee of one percent (1%) of construction cost to CITY to cover engineering, legal and other miscellaneous expenses incurred by CITY in connection with any necessary review of plans and specifications in connection with the construction projects for Privately Financed Public Improvements performed by DEVELOPER. The Review Fee shall be paid at the sole expense of DEVELOPER. CITY shall invoice DEVELOPER the Review Fee at the time that each review is completed. DEVELOPER shall remit payment to CITY within 30 days of invoice.

- C. Watershed Fees. All new building permits will be subject to the Watershed Fee as described in the Papillion Master Fee Schedule and agreed to by the Papillion Creek Watershed Partnership. Such fee shall be calculated based on a per lot basis for Single-Family Residential lot(s) for which the building permit is requested and shall be due prior to the issuance of the building permit. Further, such Watershed Fees shall apply to any lots that are created as a result of the replatting of Outlots D, G, H and I into developable lots and the replatting of Lot 86 for redevelopment.

- D. Maintenance of Detention Facilities and Water Quality and Quantity Controls. DEVELOPER, its successors, and assigns shall be responsible for detention facility and Water Quality and Quantity Control construction and maintenance in compliance with the Post Construction Storm Water Management requirements of CITY. DISTRICT and CITY shall not have any responsibility for maintenance or repair of any such facility located within the Development Area.

- E. Fire Hydrants. DISTRICT shall be responsible for causing all fire hydrants installed for the Development Area to be painted yellow.

- F. One Call Services.
 - i. The Parties mutually agree that CITY will provide public water main and sanitary sewer line locating services as well as any other utilities that CITY or DISTRICT is responsible for after DISTRICT provides as-built drawings on state plane coordinates for all utilities owned and located within the Development Area. Such as-built drawings shall be provided as an Auto-CAD file in addition to hard copy. DISTRICT agrees to pay to CITY \$45.00 per call for locates that are reasonably required within the Development Area as received over the One Call System.

 - ii. CITY will invoice DISTRICT for the required payment for services on an annual basis and DISTRICT will have 30 days in which to make payment after receiving invoice. CITY shall maintain records of all costs incurred within the Development Area for locating services and DISTRICT shall have the right to audit and review such records at any time to assure that such records are accurate.

- G. Outlots D, H, and I. The Parties acknowledge that DEVELOPER intends to replat Outlots D, H, and I into developable lots as part of Ashbury Creek Phase 2. DEVELOPER shall have sole responsibility for maintaining Outlots D, H, and I until such time that the outlots are replatted. Further, the Parties agree that installation of the sidewalks abutting said outlots shall be delayed until such time that the outlots are replatted.

- H. Outlot F. The Parties acknowledge that Outlot F is part of the dedicated park for the Development Area. The Parties agree that the park improvements (including, but not limited to, the trail shown on Exhibit "F") within Outlot F will be constructed as part of Phase 2. DEVELOPER and DISTRICT agree to maintain Outlot F for passive recreational use until such time that the parking improvements are constructed in Phase 2.
- I. 114th Street. DISTRICT agrees to enter into an Interlocal Cooperation Agreement for the improvement of 114th Street. The Parties acknowledge that Sarpy County shall be the lead agency for the improvement of 114th Street. If Sarpy County's portion of the cost sharing for said improvement is not obtained by agreement or otherwise, DEVELOPER and DISTRICT agree that such portion shall be privately financed by DEVELOPER or specially assessed by DISTRICT.
- J. Secondary Access to 114th Street. DEVELOPER agrees to install a temporary secondary access to 114th Street upon determination by CITY that such access is required. Outlot G shall be dedicated for use as a temporary secondary access to 114th Street until such time that adjacent development allows for secondary access to 114th Street. Such temporary access shall be paved as specified by the City Engineer and shall be installed at the sole expense of DEVELOPER. At such time that a permanent secondary access is available, DEVELOPER shall be responsible for removal of the temporary access on Outlot G. Such removal shall be completed within six (6) months of the City Engineer determining that the permanent secondary access has been established and shall be the sole financial responsibility of DEVELOPER. DISTRICT's funds shall not be used for removal of the secondary access. Upon removal of the temporary secondary access, DEVELOPER shall replat Outlot G into a buildable lot, which CITY acknowledges is contemplated by this Agreement and such replat may be approved administratively by CITY.
- K. Temporary Street Termination. The Parties agree that 115th Street and 117th Street will temporarily terminate as shown on Exhibit "C". DISTRICT and DEVELOPER agree to improve the portions of said rights-of-way that are being dedicated but not improved as part of Phase 1 with the improvements associated with Phase 2.
- L. Homeowners' Association. DEVELOPER agrees to cause the formation of a Homeowners' Association ("the Ashbury Creek Homeowners' Association") prior to the annexation of DISTRICT by CITY. This provision shall not be construed as a limitation on CITY's annexation authority, but rather as an obligation assumed by DEVELOPER.
- M. Landscape Easement. Immediately upon the execution of this Agreement, MOORE, its successors, and assigns agree to cause a 25' landscape easement along 114th Street to be dedicated to DISTRICT. DEVELOPER and DISTRICT agree that ownership of said landscape easement shall be transferred to the Ashbury Creek Homeowners' Association prior to annexation by CITY.
- N. Lot 86 Redevelopment. The Parties acknowledge that Lot 86 is intended to be redeveloped in the future and replatted into six single-family lots. MOORE, its successors, and assigns agree to cause the redevelopment of Lot 86 and the dedication and construction of 114th Avenue upon any change in ownership of Lot 86. Further, MOORE, its successors, and assigns, agree to provide written notice to CITY's Planning Department within 30 days of said change in ownership. Notice shall include the date of said change in ownership, the names, addresses, and phone numbers of the new owners, and any other pertinent information concerning Lot 86 and its intended redevelopment.

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O. Lot 86 Water, Sewer, and Capital Facilities Charges. Pursuant to the Papillion Municipal Code §§ 198-3 and 198-6 (2014), the Parties acknowledge that it is unlawful to construct or use a water well for potable and/or nonpotable uses within the zoning jurisdiction of CITY if a municipal water supply system is located within 1,000 feet of any part of said premises on which water is required. The Parties acknowledge that, pursuant to §198-6, it is also unlawful to construct, repair, operate, or use a septic tank within 500 feet of CITY's municipal water supply system. Based on the foregoing regulations, the Parties acknowledge that the anticipated proximity of Ashbury Creek Phase 1, and all corresponding CITY water connections that are to be installed as part of Phase 1, to Lot 86 will require the owners and future owners of Lot 86 to connect to CITY's municipal water and sewer systems. Parties also acknowledge that connection to CITY's municipal water and sewer systems requires the payment of various fees to CITY, as set out in the Master Fee Schedule. Given that DEVELOPER intends to construct Ashbury Creek in phases, and that Lot 86 is intended to be redeveloped in the future, the Parties agree to the following:

i. Lot 86 Pre-Redevelopment.

1. Water. MOORE, its successors, and assigns agree to connect to CITY's municipal water system to be constructed within the Development Area as soon as such connection is made possible during Ashbury Creek Phase 1 construction. DEVELOPER shall be responsible for installing the connection to said system and decommissioning any well(s) which provide water to Lot 86. Further, DEVELOPER agrees to pay all corresponding water connection fees incurred by Lot 86 on behalf of MOORE prior to Lot 86 connecting to CITY's municipal water supply system.
2. Sewer. MOORE, its successors, and assigns agree to connect to CITY's municipal sewer system to be constructed within the Development Area. Parties acknowledge that CITY's municipal code provides that it is unlawful to construct, repair, operate, or use a septic tank within 500 feet of CITY's municipal water supply system. However, due to logistical considerations, CITY agrees to allow MOORE to delay its connection to CITY's municipal sewer system until such connection is made available during Phase 2 of construction, rather than Phase 1, or by December 31, 2025, whichever is sooner. DEVELOPER shall be responsible for making the connection to said system and removing the Lot 86 septic system (including the lateral field). Further, DEVELOPER agrees to pay all corresponding sewer connection fees incurred by Lot 86 on behalf of MOORE prior to Lot 86 connecting to CITY's municipal sewer system.
3. Capital Facilities Charges. See Section IV(F)(iii).

ii. Lot 86 Redevelopment.

1. Water. MOORE, its successors, and assigns agree that, upon the redevelopment of Lot 86, all redeveloped lots shall immediately connect to CITY's municipal water system, and the owners of Lot 86 shall pay all corresponding connection taxes and fees.

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2. Sewer. MOORE, its successors, and assigns agree that, upon the redevelopment of Lot 86, all redeveloped lots shall immediately connect to CITY's municipal sewer system, and the owners of Lot 86 shall pay all corresponding connection taxes and fees.

3. Capital Facilities Charges. See Section IV(F)(iv).

- P. Lot 86 Access to 114th Street. The Parties acknowledge that the access to 114th Street from Lot 86 is temporary. The Parties agree that the access to 114th Street will be eliminated at such time that Lot 86 redevelops.
- Q. Parking on 114th Avenue. DISTRICT agrees to restrict parking on 114th Avenue between Mercury Street and Cooper Street until such time that Lot 86 is replatted and the portion of 114th Avenue within Lot 86 is dedicated and improved.
- R. Parking on Cooper Street. DISTRICT agrees to restrict parking on Cooper Street between 114th Avenue and 115th Street until such time that Lot 86 is replatted and the portion of 114th Avenue within Lot 86 is dedicated and improved.
- S. Park Trail System. DEVELOPER agrees to cause the financing and installation of a trail system within the Ashbury Creek Park with Phase 2. Such trail system shall extend from the northern boundary of Phase 1 to the southern boundary of Phase 2. Further, the trail shall be constructed in such manner that it connects to the trail in the Prairie Hills Park.
- T. Right-of-Way Grading. All rights-of-way shall be graded full width with a two percent (2%) grade projecting from the top of curb elevation to the edge of the right-of-way.
- U. ADA Ramp Curb Drops. DISTRICT shall be responsible for providing curb drops for ADA ramps at all intersections as part of the final construction drawings.
- V. Building Permits. The Parties agree that building permits will not be issued for any single-family residences until installation of all Public Improvements, excluding the Gas Distribution System and Electrical Power Service, to service Ashbury Creek is complete.
- W. Easements. DEVELOPER agrees to dedicate all easements identified on Exhibit "B" by separate instruments that include a prescription outlining the rights and terms of each easement. DEVELOPER shall provide copies of such recorded easements to CITY. DISTRICT shall have the right to acquire any off-site easements necessary to construct its sanitary sewer system or to connect to CITY's water system as contemplated by this Agreement.
- X. Coordination with SID 302 (Prairie Hills). The Parties acknowledge that CITY has approved the Prairie Hills Final Plat for the property to the north abutting the Development Area. DEVELOPER and DISTRICT agree to coordinate all proposed grading, paving and utility design with SID 302 (Prairie Hills) and its developer to ensure the compatibility of such improvements.
- Y. Interlocal Agreement with SID 302 (Prairie Hills). DISTRICT agrees to enter into an Interlocal Cooperation Agreement with SID 302 (Prairie Hills) for the construction of the shared siphon structure.

- ①
- Z. Future Interlocal Agreement(s). Upon creation of any Sanitary and Improvement District on an adjoining property, DISTRICT agrees to enter into any Interlocal Agreement(s) with CITY and such Sanitary and Improvement District(s) to provide for the reimbursement of expenses related to Public Improvements that benefit DISTRICT; provided, however, such reimbursement may be delayed until such time that DISTRICT's municipal advisor or other fiscal advisor determines that such reimbursement is fiscally responsible. Any delay of reimbursement shall be reasonable under the totality of DISTRICT's circumstances and shall not constitute a relief of DISTRICT's reimbursement responsibility. Further, DISTRICT shall be responsible for payment of any and all accrued interest incurred as a result of the delay.
- AA. HWY 370 Trail System and Park System Improvements. DISTRICT will cooperate with CITY to install a trail system which may involve a trail connection under HWY 370 and/or acquisition and improvement of dedicated park land on adjacent property. DISTRICT agrees to enter into any interlocal agreement(s) required to construct such project and proportionally cost share in the costs related to such project; provided, however, such cost share reimbursement may be delayed until such time that DISTRICT's municipal advisor or other fiscal advisor determines that such reimbursement is fiscally responsible. Any delay of reimbursement shall be reasonable under the totality of DISTRICT's circumstances and shall not constitute a relief of DISTRICT's reimbursement responsibility. Further, DISTRICT shall be responsible for payment of any and all accrued interest incurred as a result of the delay.
- BB. As-Built Drawings. DISTRICT shall provide as-built drawings on state plane coordinates for all utilities owned and located within the Development Area to CITY. Such as-built drawings shall be provided to CITY as both PDF and Auto-CAD files in addition to hard copy.
- CC. Covenants. DEVELOPER agrees to establish and record with the Sarpy County Register of Deeds covenants for the Development Area that address street creep/driveway binding on curved streets, provide for over lot drainage, and establish that the maximum driveway slope shall be compliant with ADA/PROWAG guidelines. Further, DEVELOPER agrees to address the reduction of the buildable area of Lots 8 and 9 due to the 30' sewer easement along the common line of said lots. DEVELOPER shall provide documentation that the covenants have been recorded prior to the issuance of the first building permit.
- DD. Wastewater Service Agreement Exhibits. DEVELOPER shall be responsible for providing all exhibits required for the amendment to CITY's Wastewater Sewer Agreement with the City of Omaha as requested by CITY.
- EE. Discharge Permits in Papillion's Wastewater Service Area. The City of Omaha is authorized to issue discharge permits in Papillion's Waste Water Service Area, which includes the Development Area. The Parties acknowledge that the City of Omaha has the authority to enforce prohibitions and limitations as specified in Omaha Municipal Code Chapter 31 by means of discharge permits. All such enforcements will be in collaboration with and by the written approval of CITY.
- FF. Boundary of DISTRICT. The Parties agree that the boundary of DISTRICT shall match the boundary of the final plat depicted on Exhibit "B", excluding Lot 86. MOORE, its successors, and assigns acknowledge that as a result of being excluded from the boundary of DISTRICT, any Public Improvements related to the redevelopment of Lot 86 shall be a private financial expense and construction responsibility of MOORE, its successors, and assigns. Further, MOORE, its successors, and assigns acknowledge that a separate Subdivision Agreement will be required prior to the construction of any Public Improvements associated with the redevelopment of Lot 86 as a result of Lot 86 being excluded from the boundary of

DISTRICT. In the event that Lot 86 is annexed into the boundary of DISTRICT, the Parties agree that responsibilities for Public Improvements related to the redevelopment of Lot 86 may be incorporated into this Agreement through an amendment to the Agreement.

Section X.

Outlots in Private Ownership

Maintenance of and Transfer of Title to Outlots. DEVELOPER shall be responsible for maintaining the outlots within the Development Area or transferring ownership of said outlots to DISTRICT for maintenance. CITY shall not have any responsibility for maintenance of outlots that are not under CITY's ownership. If DEVELOPER retains ownership of any outlot within the Development Area, DEVELOPER agrees that, at least sixty (60) days prior to closing on the sale, donation or other transfer said outlot (excluding the transfer of Outlots A, B, and C to the Ashbury Creek Homeowners' Association and the transfer of Outlots D, G, H, and I for replatting purposes) to any entity other than DISTRICT, it will provide CITY with notice of such intended transfer and a copy of the written notice DEVELOPER provided to the transferee that no buildings can be constructed on said outlot. DEVELOPER further agrees to pay all property taxes due for any outlot owned by DEVELOPER in a timely manner to prevent said outlot from being offered at the Sarpy County tax sale. DEVELOPER and DISTRICT agree that ownership of Outlots A, B, and C, and all easements rights owned by DEVELOPER and DISTRICT within the Development Area, shall be transferred to the Ashbury Creek Homeowners' Association prior to annexation by CITY.

Section XI.

Phasing of Public Improvements

CITY, DEVELOPER, and DISTRICT acknowledge that Ashbury Creek is being final platted in phases as shown on Exhibit "H". Phase 1 improvements shall be installed within one (1) year of the date hereof. In the event that Phase 2 is not platted as contemplated and is developed by an entity other than DEVELOPER, DEVELOPER and DISTRICT agree to cause the financing and construction of Public Improvements associated with Phase 1 that are being deferred including, but not limited to, the Ashbury Creek Trail System, the Ashbury Creek park improvements, extension of 115th Street abutting Outlots H and I, extension of 117th Street abutting Outlots D and H, Lot 86's connection to the system of sewers and water to be constructed by DISTRICT, removal of the Lot 86 septic system (including the lateral field), and decommissioning the Lot 86 well(s).

Further, DEVELOPER and DISTRICT agree that the portion of Phase 2 that is not already within DISTRICT's boundary shall be annexed into DISTRICT's boundary when it is final platted for development.

Section XII.

Annexation

- A. Annexation Notice. Any time subsequent to when DISTRICT is put on written notice by CITY that CITY is conducting an investigation to determine the feasibility of annexing said DISTRICT, then DISTRICT shall make no further expenditures for any purpose, except for those expenditures previously authorized by a duly approved budget, without first obtaining permission of CITY, which permission must be granted by a majority vote of those members elected or appointed to City Council.

B. Obligations upon Annexation. The Parties agree that upon annexation of the Development Area and merger of DISTRICT with CITY:

- i. Within thirty (30) days of the merger of DISTRICT with CITY, DISTRICT shall submit to CITY a written accounting of all assets and liabilities, contingent or fixed, of DISTRICT; provided, however, DISTRICT shall not be required to provide such written accounting in the case of a partial annexation of the Development Area;
- ii. Within sixty (60) days of the merger of DISTRICT with CITY, DISTRICT shall provide all books, records, paper, property and property rights of every kind, contracts, obligations and choses in action of every kind, held by or belonging to DISTRICT to CITY;
- iii. Within ninety (90) days, DISTRICT agrees it shall require its agents, contractors, and consultants, including, but not limited to, DISTRICT Attorney, DISTRICT Engineer, and DISTRICT underwriter(s), municipal advisor(s), and other financial advisor(s) to provide all records of every kind pertaining to DISTRICT to CITY;
- iv. That should CITY annex the entire area of DISTRICT prior to DISTRICT's levy of special assessments for the Public Improvements authorized in Section II and thereby succeed to said DISTRICT's power to levy special assessments, CITY will levy same;
- v. CITY shall be liable for and recognize, assume, and carry out all valid contracts and obligations of DISTRICT;
- vi. CITY shall provide inhabitants of the Development Area so annexed with substantially the services of other inhabitants of CITY as soon as practicable; and
- vii. The laws, ordinances, powers and government of CITY shall extend over the Development Area so annexed.

C. Partial Annexation. The Parties mutually agree that in the event CITY annexes any part of the Development Area, and said annexation does not include the entire territory of DISTRICT, then a division of assets and liabilities of said DISTRICT in connection with such partial annexation of DISTRICT shall be made on the basis of an equitable apportionment of the assets and liabilities of DISTRICT attributable to the area annexed by CITY, and CITY shall not be required to assume in connection with such partial annexation any indebtedness of such DISTRICT which is attributable to Public Improvements in or expenses incurred in connection with areas other than the area so annexed by CITY.

Upon completion of a partial annexation of the Development Area, DISTRICT agrees to provide CITY with all books, records, paper, property and property rights of every kind, contracts, obligations and choses in action of every kind held by or belonging to DISTRICT, which are specifically related to that portion of the Development Area so annexed.

Any partial annexation shall comply with the provisions of Neb. Rev. Stat. § 31-766.

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Section XIII.

Miscellaneous Provisions

- A. Agreement Binding. The provisions of this Agreement shall run with the land and shall be binding upon, and will inure to the benefit of, the Parties to this Agreement and all their respective representatives, successors, assigns, heirs, and estates, including all successor owners of the real estate described in the attached Exhibit "A". Every time the phrase "successors and assigns" is used throughout this Agreement, it is to be attributed the same meaning as this "Agreement Binding" provision. No special meaning shall be given to any instance in this contract in which the name of a Party is used without the phrase "successors and assigns" following immediately thereafter, unless expressly stated otherwise.
- B. Non-Discrimination. DEVELOPER or its agents, contractors, and consultants shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, political or religious opinions, affiliations or national origin.
- C. Governing Law. The Parties to this Agreement shall conform with all existing and applicable CITY ordinances, resolutions, state and federal laws, and all existing and applicable rules and regulations. Any dispute arising from this contractual relationship shall be governed solely and exclusively by Nebraska law.
- D. Forum Selection and Personal Jurisdiction. The Parties agree that any dispute arising from this contractual relationship shall be solely and exclusively filed in, conducted in, and decided by the courts located in Sarpy County, Nebraska. As such, the Parties also agree to exclusive personal jurisdiction in the courts located in Sarpy County, Nebraska.
- E. Contract Voidable. No elected official or any officer or employee of CITY shall have a financial interest, direct or indirect, in any CITY contract. Any violation of this section with the knowledge of the person or corporation contracting with CITY shall render the contract voidable by the Mayor or City Council.
- F. No Waiver. None of the foregoing provisions shall be construed to imply any waiver of any provision of the zoning or planning requirements or any other section of the Papillion Zoning Code or Ordinances.
- G. Assignment. Neither this Agreement nor any obligations hereunder shall be assigned without the express written consent of CITY, which may be withheld in the CITY's sole discretion.
- H. Entire Agreement. This Agreement, and the Exhibits and documents referenced in this Agreement (which are intended to be and hereby are specifically made a part of this Agreement whether or not so stated), express the entire understanding and all agreements of the Parties. Specifically, this Agreement supersedes any prior written or oral agreement or understanding between any of the Parties, whether individually or collectively, concerning the subject matter hereof.
- I. Modification by Agreement. This Agreement may be modified only by a written agreement executed by DEVELOPER, DISTRICT, and CITY; MOORE's signature shall also be required, but only in those circumstances described under Section XIII(M) of this Agreement. Any modifications to this Agreement must conform this Agreement and all performance obligations hereunder to the requirements of any applicable laws, rules, regulations, standards,

and specifications of any governmental agency with jurisdiction over any such matter, including any amendment or change thereto, without cost to CITY. Construction overruns and/or change orders totaling more than ten percent (10%) of any individual contract, as described in Exhibit "G", shall require an executed modification to this Agreement prior to the work being started on such construction overruns and/or change orders.

J. Notices, Consents and Approval. All payments, notices, statements, demands, requests, consents, approval, authorizations or other submissions required to be made by the Parties shall be in writing, whether or not so stated, and shall be deemed sufficient and served upon the other only if sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

i. For DEVELOPER: Ashbury Creek, LLC
3506 N. 147th Street, Suite 200
Omaha, NE 68116
Attn: John C. Allen, Manager

ii. For DISTRICT: Sanitary and Improvement District
No. 304 of Sarpy County, Nebraska
c/o PANSING HOGAN ERNST & BACHMAN LLP
10250 Regency Circle, Suite 300
Omaha, NE 68114
Attn: John Q. Bachman

With Copy to: c/o PANSING HOGAN ERNST & BACHMAN LLP
10250 Regency Circle, Suite 300
Omaha, NE 68114
Attn: John Q. Bachman

iii. For MOORE: Robert G. Moore and Elaine L. Moore, Trustees
11422 S. 114th Street
Papillion, NE 68046

With Copy to: Patrick J. Sullivan
ADAMS & SULLIVAN, P.C., L.L.O.
1246 Golden Gate Drive, Suite 1
Papillion, NE 68046

iv. For CITY: City Clerk
City of Papillion
122 East Third Street
Papillion, NE 68046

AND

Planning Director
City of Papillion
122 East Third Street
Papillion, NE 68046

v. Such address may be changed from time to time by notice to all other Parties.

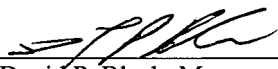
- K. Headings. The Section headings appearing in this Agreement are inserted only as a matter of convenience, and in no way define or limit the scope of any Section.
- L. Severability. In the event that any provision of this Agreement which shall prove to be invalid, void or illegal by a court of competent jurisdiction, such decision shall in no way affect, impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect as if the invalid, void, or illegal provision was never part of this Agreement.
- M. MOORE. MOORE is a party to this Agreement by virtue of MOORE's ownership of Lot 86. MOORE understands and agrees that City Council approved a Preliminary Plat of Ashbury Creek on November 5, 2014 ("Preliminary Plat") which anticipates the construction of residential lots and park ground during subsequent phases of development beyond Phase 1. In the event that this Agreement is modified or amended in relation to said subsequent phases of Ashbury Creek, the Parties agree that the execution of said modifications or amendments will not require MOORE's signature *unless* one or both of the following occur:
- i. Said modifications or amendments include development costs or public/private improvements which relate directly to Lot 86. For the purposes of this Agreement, costs or public/private improvements which shall be considered to relate directly to Lot 86 include: (1) any easements that bisect any part of Lot 86; (2) utility, sewer, and street connections for any public or private improvements located on Lot 86 (excluding stub outs for any utility, sewer or street which does not extend into any portion of Lot 86) ; (3) grading of any portion of Lot 86; (4) capital facility charges relating to Lot 86; (5) any costs to be paid by or assessed to Lot 86; and/or (6) any sediment basin and detention ponds to be located on Lot 86.
 - ii. Said modifications or amendments cause the proposed final plat for subsequent phases of the Development Area to be considered inconsistent with the Preliminary Plat. For the purposes of this Agreement, a proposed final plat shall be considered inconsistent with the Preliminary Plat only in those instances where a City Council-approved amendment to the Preliminary Plat is required before City Council can approve the proposed final plat.

ATTEST:

CITY OF PAPILLION, a Nebraska
Municipal Corporation



Elizabeth Butler, City Clerk

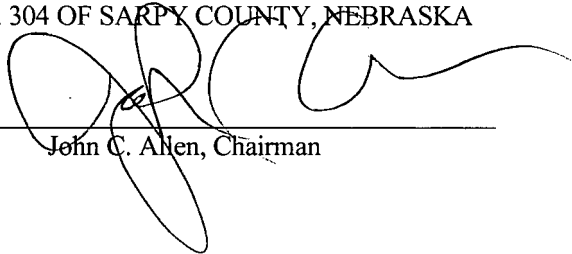
By 

David P. Black, Mayor



X

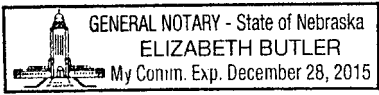
SANITARY AND IMPROVEMENT DISTRICT
NO. 304 OF SARPY COUNTY, NEBRASKA

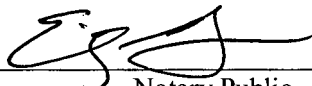
By 
John C. Allen, Chairman

STATE OF NEBRASKA)
)
COUNTY OF SARPY) ss.

Before me, a notary public, in and for said county and state, personally came John C. Allen, Chairman of Sanitary and Improvement District No. 304 of Sarpy County, Nebraska, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof be his voluntary act and deed on behalf of such District.

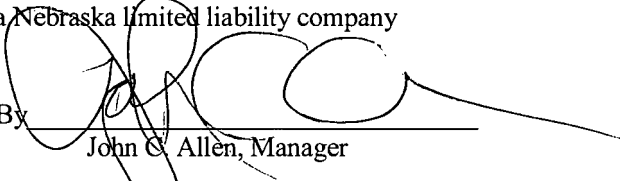
Witness my hand and Notarial Seal this 25th day of November, 2015.




Notary Public

Y

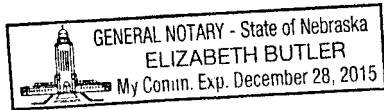
ASHBURY CREEK, LLC,
a Nebraska limited liability company


By 
John C. Allen, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a notary public, in and for said county and state, personally came John C. Allen, Manager of Ashbury Creek, LLC, a Nebraska limited liability company, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof be his voluntary act and deed on behalf of such limited liability company.

Witness my hand and Notarial Seal this 25th day of November, 2015.





Notary Public

MOORE FAMILY TRUST DATED MARCH 9, 1993

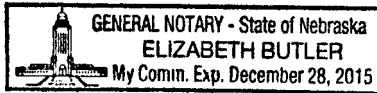
By: Robert G. Moore
Robert G. Moore, Trustee

By: Elaine L. Moore
Elaine L. Moore, Trustee

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

Before me, a notary public, in and for said county and state, personally came Robert G. Moore and Elaine L. Moore, Trustees of the Moore Family Trust dated March 9, 1993, known to me to be the identical persons who executed the above instrument and acknowledged the execution thereof be their voluntary act and deed on behalf of such Trust.

Witness my hand and Notarial Seal this 30th day of November, 2015.



[Signature]
Notary Public

**SUBDIVISION AGREEMENT
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XIII	Miscellaneous Provisions

EXHIBITS:

A	Plat Legal Description with Metes and Bounds
B	Plat
C	Streets and Storm Sewer
D	Sanitary Sewer and Water
E	Sediment and/or Detention
F	Trails/Sidewalks
G	Source and Use
H	Phasing Exhibit

EXHIBIT A

Plat Legal Description with Metes and Bounds

LEGAL DESCRIPTION

PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 32;

THENCE SOUTH $87^{\circ}18'37''$ WEST (BEARINGS REFERENCED TO NEBRASKA STATE PLANE NAD83) FOR 2646.37 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 32;

THENCE NORTH $03^{\circ}03'35''$ WEST FOR 594.23 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32 TO THE EAST RIGHT OF WAY LINE OF SOUTH 120TH STREET;

THENCE ALONG A CURVE TO THE LEFT (HAVING A RADIUS OF 745.00 FEET AND A LONG CHORD BEARING NORTH $14^{\circ}09'34''$ EAST FOR 72.71 FEET) FOR AN ARC LENGTH OF 72.74 FEET ALONG SAID EAST RIGHT OF WAY LINE;

THENCE NORTH $86^{\circ}56'25''$ EAST FOR 641.18 FEET TO THE SOUTHWEST CORNER OF TAX LOT 1 OF THE NORTHWEST QUARTER OF SAID SECTION 32;

THENCE NORTH $87^{\circ}18'28''$ EAST FOR 330.00 FEET TO THE SOUTHEAST CORNER OF SAID TAX LOT 1;

THENCE NORTH $03^{\circ}03'04''$ WEST FOR 435.00 FEET TO THE NORTHEAST CORNER OF SAID TAX LOT 1;

THENCE NORTH $87^{\circ}17'31''$ EAST FOR 1662.26 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 32;

THENCE SOUTH $02^{\circ}36'33''$ EAST FOR 1103.48 FEET TO THE POINT OF BEGINNING.

CONTAINS 57.162 ACRES INCLUDING 0.836 ACRES OF COUNTY ROADWAY EASEMENT.

SANITARY AND IMPROVEMENT DISTRICT NO. 304, SARDY COUNTY, NEBRASKA ASHBURY CREEK

LAMP RYNEARSON & ASSOCIATES
 14710 West Dodge Road, Suite 105
 Omaha, Nebraska 68134-2027
 402.496.2301 F
 WWW.LRFA.COM

PROJECT NO.	304
DATE	11/21/14
DRAWN BY	W.L.
CHECKED BY	J.S.
SCALE	AS SHOWN

SECTION 01 - TYPICAL	
1	SEE SHEET 304-1
2	SEE SHEET 304-2
3	SEE SHEET 304-3
4	SEE SHEET 304-4
5	SEE SHEET 304-5
6	SEE SHEET 304-6
7	SEE SHEET 304-7
8	SEE SHEET 304-8
9	SEE SHEET 304-9
10	SEE SHEET 304-10

ASHBURY CREEK
SARDY COUNTY, NEBRASKA

FINAL PLAT
STREETS AND SEWER

SCALE: 1" = 100'

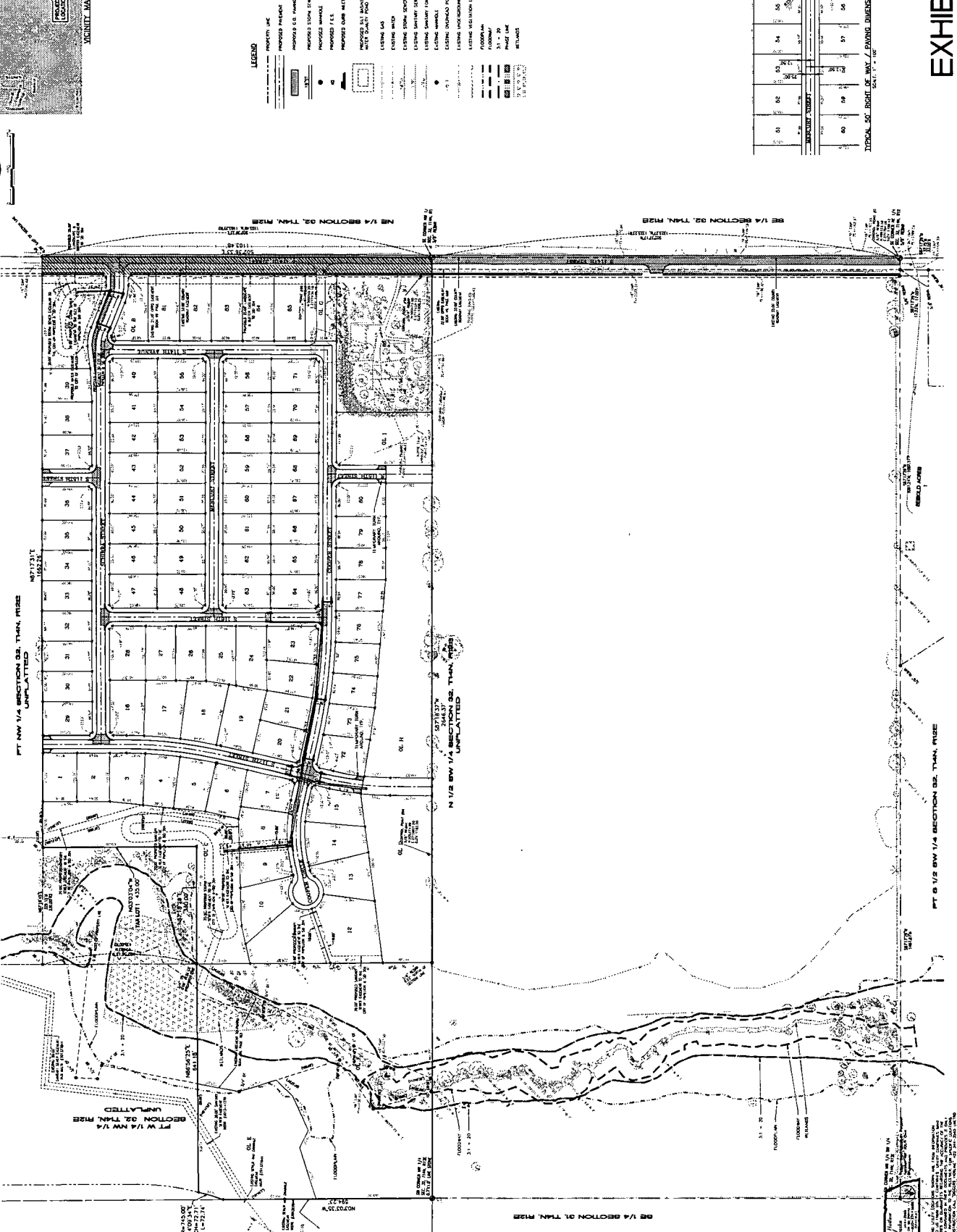
STREETS AND SEWER	
1	SEE SHEET 304-1
2	SEE SHEET 304-2
3	SEE SHEET 304-3
4	SEE SHEET 304-4
5	SEE SHEET 304-5
6	SEE SHEET 304-6
7	SEE SHEET 304-7
8	SEE SHEET 304-8
9	SEE SHEET 304-9
10	SEE SHEET 304-10

EXHIBIT C

TYPICAL CROSS SECTION OF ROADWAY PAVING DIMENSIONS

ITEM	WIDTH (FT)	THICKNESS (IN)
1	4.00	4
2	4.00	4
3	4.00	4
4	4.00	4
5	4.00	4
6	4.00	4
7	4.00	4
8	4.00	4
9	4.00	4
10	4.00	4

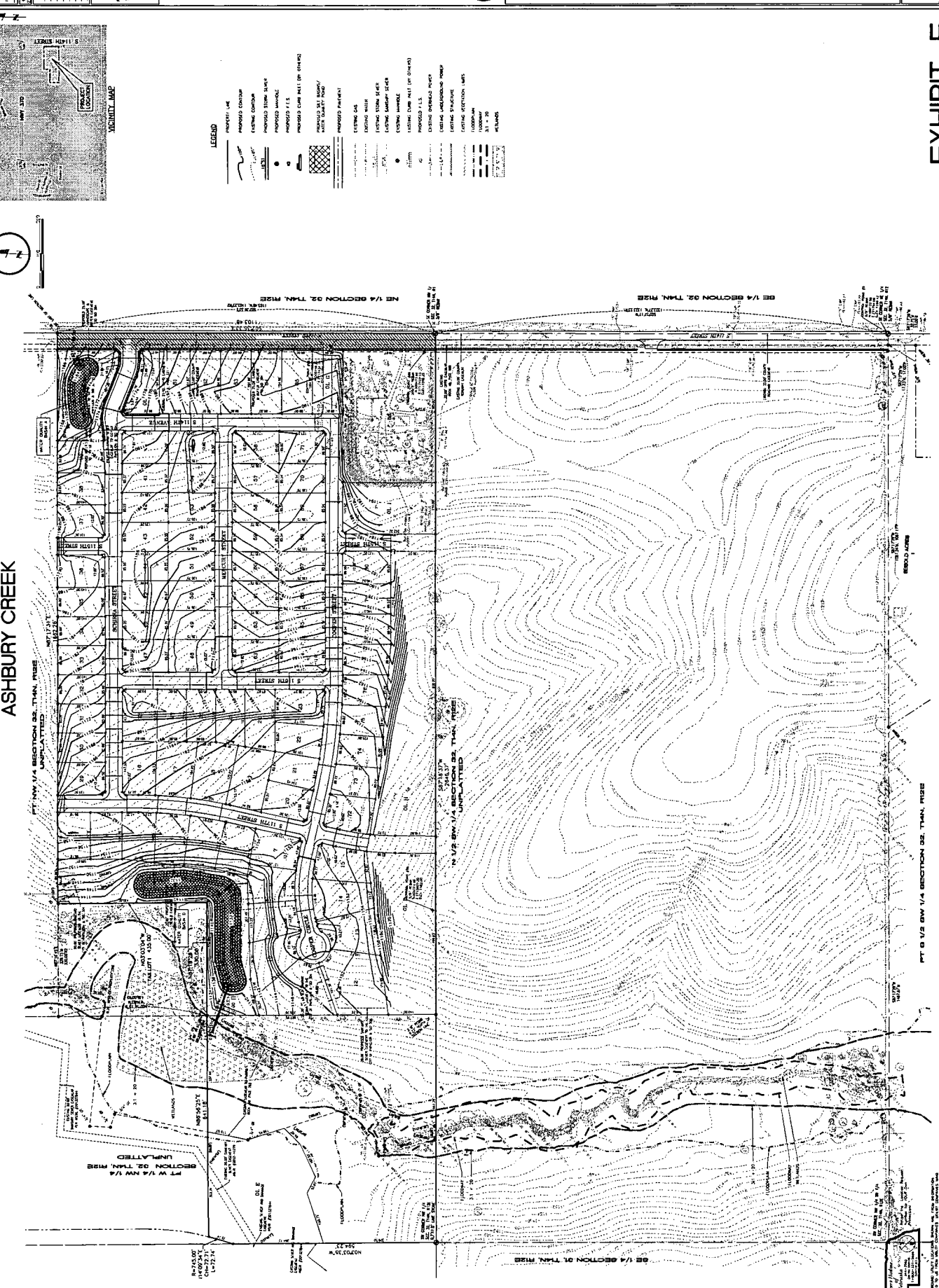
SCALE: 1" = 100'



NOTES:

- SEE SHEET 304-1 FOR GENERAL NOTES.
- ALL DIMENSIONS ARE AS SHOWN UNLESS OTHERWISE NOTED.
- EXISTING UTILITIES SHOWN FOR INFORMATION.
- CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE NEBRASKA STANDARD SPECIFICATIONS FOR HIGHWAYS AND STRUCTURES.
- ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.





SANITARY AND IMPROVEMENT DISTRICT NO. 304, SARPY COUNTY, NEBRASKA ASHBURY CREEK

Scale:	As Shown
North Arrow:	As Shown
Project:	Sanitary and Improvement District No. 304, Ashbury Creek
Client:	City of Ashbury
Sheet:	54 of 100

Ag

SANITARY AND IMPROVEMENT DISTRICT NO. 304, SARPY COUNTY, NEBRASKA ASHBURY CREEK

<p>PROJECT INFORMATION</p> <p>PROJECT NO. 2023-001</p> <p>DATE: 10/27/2023</p> <p>SCALE: AS SHOWN</p>	<p style="text-align: right;"> LAMP RYNEARSON & ASSOCIATES CIVIL ENGINEERS 14710 West Dodge Road, Suite 150 402.496.2488 P Omaha, Nebraska 68154-2027 402.496.2401 F WWW.LRA-INC.COM SARPY COUNTY, NEBRASKA </p>
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<p style="text-align: center;">FINAL PLAN</p> <p style="text-align: center;">TRAILS AND SIDEWALKS</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"> <p>NO. SHEETS: 10</p> <p>SHEET NO.: 01</p> <p>DATE: 10/27/2023</p> <p>SCALE: AS SHOWN</p> </td> <td style="width: 50%;"> <p>PROJECT NO.: 2023-001</p> <p>DATE: 10/27/2023</p> </td> </tr> </table>	<p>NO. SHEETS: 10</p> <p>SHEET NO.: 01</p> <p>DATE: 10/27/2023</p> <p>SCALE: AS SHOWN</p>	<p>PROJECT NO.: 2023-001</p> <p>DATE: 10/27/2023</p>
<p>NO. SHEETS: 10</p> <p>SHEET NO.: 01</p> <p>DATE: 10/27/2023</p> <p>SCALE: AS SHOWN</p>	<p>PROJECT NO.: 2023-001</p> <p>DATE: 10/27/2023</p>		

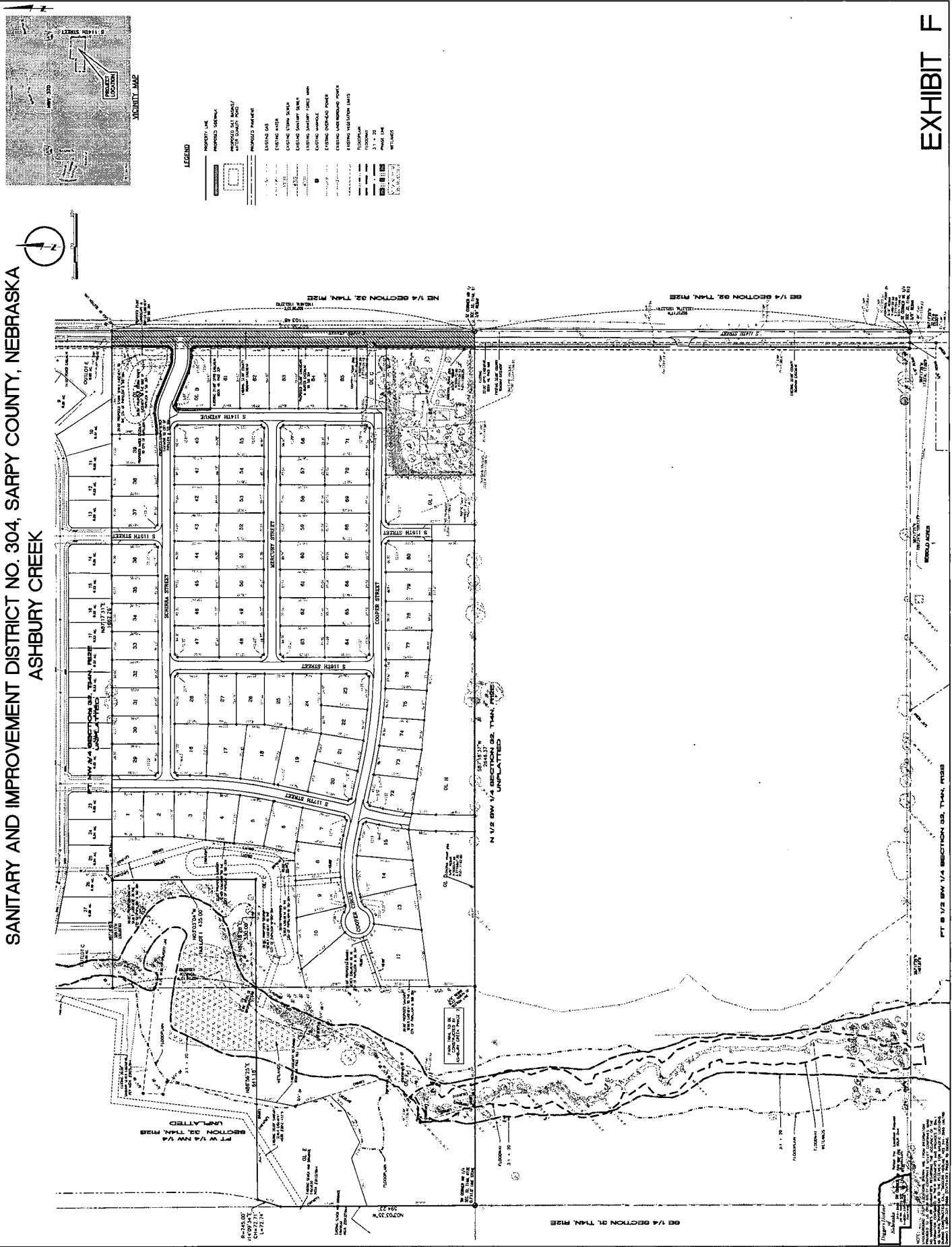


EXHIBIT F

EXHIBIT G

S.I.D. Cost Estimate

ASHBURY CREEK

0113040.01-001

TOTAL

11/23/2015

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ORDER OF MAGNITUDE COST ESTIMATE

Proposed Improvement	Quantity	Unit	Construction Cost	Total Cost	General Obligation	Special	Reimbursable From Sarpy County	Reimbursable From Future SID
SANITARY SEWER								
Interior	17018	LF	\$1,056,900	\$1,496,100	\$54,900	\$1,441,200	\$0	\$0
Outfall	1	LF	\$41,300	\$57,500	\$57,500	\$0	\$0	\$0
STORM SEWER	5999	LF	\$603,300	\$854,100	\$854,100	\$0		
PAVING								
Minor	57672	SY	\$2,165,400	\$3,015,200	\$716,000	\$2,299,200		
Major- 114TH ST ADJACENT (COST TO SID 50% OF TWO LANE ROAD)	7365	SY	\$361,400	\$407,300	\$407,300	\$0	\$0	\$0
SIDEWALKS & TRAIL								
Interior	8132	SF	\$59,000	\$83,600	\$20,500	\$63,100		
114th St Adjacent	6323	SF	\$36,000	\$51,000	\$51,000	\$0		
PARKS								
Acquisition	15	AC	\$293,000	\$366,200	\$183,100	\$183,100		\$0
Improvements	22750	LS	\$100,000	\$142,700	\$142,700	\$0		\$0
Gold Cost Road Public Improvements	1	LS	\$401,100	\$572,500	\$572,500	\$0		
WATER								
Interior	19441	LF	\$1,036,100	\$1,442,800	\$175,700	\$1,267,100		\$0
Offsite (REMOVED FROM ESTIMATE 6/5/14)	0	LF	\$0	\$0	\$0	\$0		\$0
Capital Facilities Charge	235	Lots	\$513,300	\$607,000	\$303,500	\$303,500		\$0
Capital Facilities Charge	31	AC	\$198,800	\$235,000	\$117,500	\$117,500		\$0
POWER	235	Lots	\$317,300	\$434,700	\$0	\$434,700		\$0
CIVIL DEFENSE SIREN	1	LS	\$34,500	\$48,400	\$24,200	\$0		\$24,200
PLAN REVIEW FEE	1	%	\$62,600	\$70,400	\$26,400	\$44,000		\$0
Total			\$7,280,000	\$9,884,500	\$3,706,900	\$6,153,400	\$0	\$24,200

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DEBT RATIO

ASSUMPTIONS

Average market Value Per Residential Land (Land Value Only)	=	<input type="text" value="\$60,000.00"/>
Average market Value Per Residential Lot (Home) (Improvement value only)	=	<input type="text" value="\$340,000.00"/>
Commercial Land Value per square foot	=	<input type="text"/>
Commercial Building Value per square foot	=	<input type="text"/>
Apartment Land per square foot	=	<input type="text"/>
Apartment Building per square foot	=	<input type="text"/>

ASSESSABLE VALUATION

Residential Land	<input type="text" value="235"/>	Units =	\$60,000.00 =	\$14,100,000.00
Residential Home	<input type="text" value="235"/>	Units =	\$340,000.00 =	\$79,900,000.00
Commercial Land	<input type="text"/>	AC =	\$0.00 =	\$0.00
Commercial Building	<input type="text"/>	SF =	\$0.00 =	\$0.00
Apartment Land	<input type="text"/>	AC =	\$0.00 =	\$0.00
Apartment Building	<input type="text"/>	Units =	\$0.00 =	\$0.00
				Total 100% Valuation =
				\$94,000,000.00
				Total 95% Valuation =
				\$89,300,000.00
				DEBT RATIO =
				<input type="text" value="4.15%"/>

AK

S.I.D. Cost Estimate

ASHBURY CREEK

0113040.01-001

PHASE I

11/23/2015

A1

ORDER OF MAGNITUDE COST ESTIMATE

Proposed Improvement	Quantity	Unit	Construction Cost	Total Cost	General Obligation	Special	Reimbursable From Sarpy County	Reimbursable From Future SID
SANITARY SEWER								
Interior	7300	LF	\$432,700	\$612,500	\$24,400	\$588,100		\$0
Outfall	1	LS	\$41,300	\$57,500	\$57,500	\$0		\$0
STORM SEWER								
	1875	LF	\$247,000	\$349,700	\$349,700	\$0		\$0
PAVING								
Minor	19200	SY	\$692,900	\$964,800	\$232,700	\$732,100		\$0
Major- 114TH ST ADJACENT	7365	SY	\$361,400	\$407,300	\$407,300	\$0	\$0	\$0
SIDEWALKS & TRAIL								
Interior	0	SF	\$4,400	\$6,300	\$6,300	\$0		\$0
114th St Adjacent	0	SF	\$0	\$0	\$0	\$0		\$0
PARKS								
Acquisition	0.00	AC	\$0	\$0	\$0	\$0		\$0
Improvements	0	LS	\$0	\$0	\$0	\$0		\$0
WATER								
Interior	6361	LF	\$364,800	\$508,000	\$26,800	\$481,200		\$0
Offsite	0		\$0	\$0	\$0	\$0		\$0
Capital Facilities Charge	86	Lots	\$189,200	\$223,800	\$111,900	\$111,900		\$0
Capital Facilities Charge	14	AC	\$83,700	\$98,900	\$49,500	\$49,400		\$0
POWER	86	Lots	\$116,100	\$159,100	\$0	\$159,100		\$0
CIVIL DEFENSE SIREN	1	LS	\$0	\$0	\$0	\$0		\$0
PLAN REVIEW FEE	1	%	\$27,000	\$30,400	\$11,400	\$19,000		\$0
Total			\$2,560,500	\$3,418,300	\$1,277,500	\$2,140,800	\$0	\$0

DEBT RATIO

ASSUMPTIONS

Average market Value Per Residential Land (Land Value Only) (Product is higher value than North Shore (\$320,000) but smaller than Ashbury Farm (\$500,000))	=	\$60,000.00
Average market Value Per Residential Lot (Home) (Improvement value only)	=	\$340,000.00
Commercial Land Value per square foot	=	
Commercial Building Value per square foot	=	
Apartment Land per square foot	=	
Apartment Building per square foot	=	

ASSESSABLE VALUATION

Residential Land	86	Units =	\$60,000.00 =	\$5,160,000.00
Residential Home	86	Units =	\$340,000.00 =	\$29,240,000.00
Commercial Land		AC =	\$0.00 =	\$0.00
Commercial Building		SF =	\$0.00 =	\$0.00
Apartment Land		AC =	\$0.00 =	\$0.00
Apartment Building		Units =	\$0.00 =	\$0.00
			<hr/>	
			Total 100% Valuation =	\$34,400,000.00
			Total 95% Valuation =	\$32,680,000.00
			DEBT RATIO =	3.91%

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SANITARY SEWER - INTERIOR

Assumptions/Comments:



Estimated Construction Costs / LF 8" San: \$59.27

Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1. CLEARING AND GRUBBING GENERAL	1	LS	\$29,555.00	\$29,555.00
2. CONSTRUCT 6" SANITARY SEWER PIPE	2,700	LF	\$16.55	\$44,685.00
3. CONSTRUCT 8" SANITARY SEWER PIPE	7,300	LF	\$15.75	\$114,975.00
4. CONSTRUCT 6" PIPE BEDDING	2,700	LF	\$2.55	\$6,885.00
5. CONSTRUCT 8" PIPE BEDDING	7,300	LF	\$2.70	\$19,710.00
6. STABILIZE TRENCH W/ CRUSHED LIMESTONE	500	TN	\$26.00	\$13,000.00
7. CONSTRUCT 54" I.D. SANITARY MANHOLE (27 EACH)	337	VF	\$386.00	\$130,082.00
8. CONSTRUCT 8" PIPE PLUG	2	EA	\$20.00	\$40.00
9. CONSTRUCT 6" MANHOLE STUBOUT	19	EA	\$10.00	\$190.00
10. CONSTRUCT 8" X 6" WYE	66	EA	\$70.00	\$4,620.00
11. CONSTRUCT 6" SANITARY SERVICE RISER	30	VF	\$10.00	\$300.00
12. CONSTRUCT EXTERNAL FRAME SEAL	27	EA	\$365.00	\$9,855.00
13. CONSTRUCT MANHOLE RING COLLAR	5	EA	\$325.00	\$1,625.00
14. EXCAVATION FOR EXTRA DEEP SANITARY SEWER	2,481	VF-LF	\$8.10	\$20,096.10
15. CONSTRUCT SILT FENCE	1,000	LF	\$2.10	\$2,100.00
16. CONSTRUCT ROCK ACCESS ROAD	150	TN	\$28.00	\$4,200.00
17. CLEANOUT SILT FENCE	1,000	LF	\$0.50	\$500.00
18. CLEANOUT SILT BASIN	1,000	CY	\$4.60	\$4,600.00
19. SEEDING - TYPE "TEMPORARY SEED MIX"	5	AC	\$525.00	\$2,625.00
20. STRAW MULCH	5	AC	\$485.00	\$2,425.00
CONTINGENCY	5%		\$412,068.10	\$20,600.00

Estimated Construction Costs: \$432,668.10

Estimated Soft Costs

Engineering Design and	
19.00% Construction Administration:	\$82,206.94
2.00% Geotechnical and Testing:	\$8,653.36
5.00% Legal:	\$21,633.41
5.00% Fiscal:	\$27,258.09
7.00% Interest:	\$40,069.39
12 Duration (Months)	

Total Estimated Soft Costs: 41.56% \$179,821.19

Total Estimated Costs: \$612,489.29

SANITARY SEWER - OUTFALL

Assumptions/Comments:

ASSUMES ASHBURY CREEK IS TO REIMBURSE PRAIRIE HILLS 1/2 TOTAL COST TO CONSTRUCT SIPHON IN PRAIRIE HILLS DEVELOPMENT
Per Prairie Hills bid 8/21/2015

Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1. CONSTRUCT SIPHON STRUCTURE (PRAIRIE HILLS DEVELOPMENT)	1	LS	\$75,000.00	\$75,000.00
CONTINGENCY	10%			\$7,500.00

Estimated Construction Costs: \$82,500.00

Estimated Soft Costs

Engineering Design and	
18.00% Construction Administration:	\$14,850.00
1.00% Geotechnical and Testing:	\$825.00
5.00% Legal:	\$4,125.00
5.00% Fiscal:	\$5,115.00
7.00% Interest:	\$7,519.05
12 Duration (Months)	

Total Estimated Soft Costs: 39% \$32,434.05

Total Estimated Costs: \$114,934.05

ASHBURY CREEK'S COST (1/2 TOTAL COST) \$57,467.03

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SANITARY SEWER - INTERIOR G.O.**Assumptions/Comments:**
 PRICE DIFFERENCE FOR 8" - 10"

	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1.	CLEARING AND GRUBBING GENERAL	0	LS	\$29,555.00	\$0.00
2.	CONSTRUCT 6" SANITARY SEWER PIPE	0	LF	\$16.55	\$0.00
3.	CONSTRUCT 8" SANITARY SEWER PIPE	0	LF	\$15.75	\$0.00
4.	CONSTRUCT 6" PIPE BEDDING	0	LF	\$2.55	\$0.00
5.	CONSTRUCT 8" PIPE BEDDING	0	LF	\$2.70	\$0.00
6.	STABILIZE TRENCH W/ CRUSHED LIMESTONE	0	TN	\$26.00	\$0.00
7.	CONSTRUCT 54" I.D. SANITARY MANHOLE (27 EACH)	0	VF	\$386.00	\$0.00
8.	CONSTRUCT 8" PIPE PLUG	0	EA	\$20.00	\$0.00
9.	CONSTRUCT 6" MANHOLE STUBOUT	0	EA	\$10.00	\$0.00
10.	CONSTRUCT 8" X 6" WYE	0	EA	\$70.00	\$0.00
11.	CONSTRUCT 6" SANITARY SERVICE RISER	0	VF	\$10.00	\$0.00
12.	CONSTRUCT EXTERNAL FRAME SEAL	0	EA	\$365.00	\$0.00
13.	CONSTRUCT MANHOLE RING COLLAR	0	EA	\$325.00	\$0.00
14.	EXCAVATION FOR EXTRA DEEP SANITARY SEWER	0	VF-LF	\$8.10	\$0.00
15.	CONSTRUCT SILT FENCE	1,000	LF	\$2.10	\$2,100.00
16.	CONSTRUCT ROCK ACCESS ROAD	150	TN	\$28.00	\$4,200.00
17.	CLEANOUT SILT FENCE	1,000	LF	\$0.50	\$500.00
18.	CLEANOUT SILT BASIN	1,000	CY	\$4.60	\$4,600.00
19.	SEEDING - TYPE "TEMPORARY SEED MIX"	5	AC	\$525.00	\$2,625.00
20.	STRAW MULCH	5	AC	\$485.00	\$2,425.00
	CONTINGENCY	5%		\$16,450.00	\$800.00

Estimated Construction Costs:

\$17,250.00

Estimated Soft Costs

Engineering Design and	
19.00% Construction Administration:	\$3,277.50
2.00% Geotechnical and Testing:	\$345.00
5.00% Legal:	\$862.50
5.00% Fiscal:	\$1,086.75
7.00% Interest:	\$1,597.52
12 Duration (Months)	

Total Estimated Soft Costs:42% \$7,169.27**Total Estimated Costs:**\$24,419.27

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SANITARY SEWER - OUTFALL G.O.

Assumptions/Comments:

ASSUMES ASHBURY CREEK IS TO REIMBURSE PRAIRIE HILLS 1/2 TOTAL COST TO CONSTRUCT SIPHON IN PRAIRIE HILLS DEVELOPMENT
 CONSTRUCTION COST IS FROM AN EMAIL FROM LUCAS WEATHERLY W/ OLSSON & ASS. ON 8/22/14
 ASSUMES ALL COST ASSOCIATED WITH CONSTRUCTING SIPHON ARE GO

Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1 . CONSTRUCT SIPHON STRUCTURE (PRAIRIE HILLS DEVELOPMENT)	1	LS	\$75,000.00	\$75,000.00
CONTINGENCY	10%			\$7,500.00
Estimated Construction Costs:				\$82,500.00
Estimated Soft Costs				
		Engineering Design and		
	18.00%	Construction Administration:		\$14,850.00
	1.00%	Geotechnical and Testing:		\$825.00
	5.00%	Legal:		\$4,125.00
	5.00%	Fiscal:		\$5,115.00
	7.00%	Interest:		\$7,519.05
	12	Duration (Months)		
Total Estimated Soft Costs:				39% \$32,434.05
Total Estimated Costs:				\$114,934.05
ASHBURY CREEK'S COST (1/2 TOTAL COST)				\$57,467.03

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STORM SEWER

Assumptions/Comments:



Reimbursement fee is for storm sewer associated with basins (Water quality structure and pipe)

Estimated Construction Costs / LF Storm:

\$131.74

Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1. CONSTRUCT 18" R.C.P., CLASS III	300	LF	\$48.55	\$14,565.00
2. CONSTRUCT 24" R.C.P., CLASS III	475	LF	\$49.15	\$23,346.25
3. CONSTRUCT 30" R.C.P., CLASS III	250	LF	\$58.70	\$14,675.00
4. CONSTRUCT 36" R.C.P., D(0.01) = 1,350	250	LF	\$75.25	\$18,812.50
5. CONSTRUCT 42" R.C.P., D(0.01) = 1,350	200	LF	\$121.90	\$24,380.00
6. CONSTRUCT 48" R.C.P., D(0.01) = 1,350	400	LF	\$140.35	\$56,140.00
7. CONSTRUCT 24" R.C. FLARED END SECTION W/BAR GRATE	1	EA	\$1,326.00	\$1,326.00
8. CONSTRUCT 48" R.C. FLARED END SECTION W/BAR GRATE	1	EA	\$3,100.00	\$3,100.00
9. CONSTRUCT 54" I.D. FLATTOP MANHOLE (4 EA)	29	VF	\$554.00	\$16,066.00
10. CONSTRUCT 72" I.D. TYPE II AREA INLET	8	VF	\$790.00	\$6,320.00
11. CONSTRUCT 18" PIPE BEDDING	300	LF	\$4.55	\$1,365.00
12. CONSTRUCT 24" PIPE BEDDING	475	LF	\$4.75	\$2,256.25
13. CONSTRUCT 30" PIPE BEDDING	250	LF	\$7.05	\$1,762.50
14. CONSTRUCT 36" PIPE BEDDING	250	LF	\$9.10	\$2,275.00
15. CONSTRUCT 42" PIPE BEDDING	200	LF	\$9.70	\$1,940.00
16. CONSTRUCT 48" PIPE BEDDING	400	LF	\$11.75	\$4,700.00
17. CONSTRUCT ROCK RIP-RAP - TYPE "C"	75	TON	\$66.20	\$4,965.00
18. CONSTRUCT ANTI-SEEP COLLAR	2	EA	\$500.00	\$1,000.00
19. STABILIZE TRENCH W/ CRUSHED LIMESTONE	250	TN	\$26.00	\$6,500.00
20. ROLLED EROSION CONTROL, TYPE II	1,000	SY	\$1.25	\$1,250.00
21. REIMBURSEMENT FOR EXISTING SILT BASIN STORM SEWER	1	LS	\$25,888.00	\$25,888.00
22. CONTRACTOR FEE FOR REIMBURSEMENT COORDINATION	1	LS	\$2,588.00	\$2,588.00
CONTINGENCY	5%			\$11,800.00

Estimated Construction Costs:

\$247,020.50

Estimated Soft Costs

Engineering Design and	
19.00% Construction Administration:	\$46,933.90
2.00% Geotechnical and Testing:	\$4,940.41
5.00% Legal:	\$12,351.03
5.00% Fiscal:	\$15,562.29
7.00% Interest:	\$22,876.57
12 Duration (Months)	

Total Estimated Soft Costs:

41.56% \$102,664.19

Total Estimated Costs:

\$349,684.69

STORM SEWER G.O.

Assumptions/Comments:

- ASSUMES ALL STORM SEWER IS GO
- ASSUMES COST DIFFERENCE BETWEEN 48" AND 54" IS SPECIAL

	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1	CONSTRUCT 18" R.C.P., CLASS III	300	LF	\$48.55	\$14,565.00
2	CONSTRUCT 24" R.C.P., CLASS III	475	LF	\$49.15	\$23,346.25
3	CONSTRUCT 30" R.C.P., CLASS III	250	LF	\$58.70	\$14,675.00
4	CONSTRUCT 36" R.C.P., D(0.01) = 1,350	250	LF	\$75.25	\$18,812.50
5	CONSTRUCT 42" R.C.P., D(0.01) = 1,350	200	LF	\$121.90	\$24,380.00
6	CONSTRUCT 48" R.C.P., D(0.01) = 1,350	400	LF	\$140.35	\$56,140.00
7	CONSTRUCT 24" R.C. FLARED END SECTION W/BAR GRATE	1	EA	\$1,326.00	\$1,326.00
8	CONSTRUCT 48" R.C. FLARED END SECTION W/BAR GRATE	1	EA	\$3,100.00	\$3,100.00
9	CONSTRUCT 54" I.D. FLATTOP MANHOLE (4 EA)	29	VF	\$554.00	\$16,066.00
10	CONSTRUCT 72" I.D. TYPE II AREA INLET	8	VF	\$790.00	\$6,320.00
11	CONSTRUCT 18" PIPE BEDDING	300	LF	\$4.55	\$1,365.00
12	CONSTRUCT 24" PIPE BEDDING	475	LF	\$4.75	\$2,256.25
13	CONSTRUCT 30" PIPE BEDDING	250	LF	\$7.05	\$1,762.50
14	CONSTRUCT 36" PIPE BEDDING	250	LF	\$9.10	\$2,275.00
15	CONSTRUCT 42" PIPE BEDDING	200	LF	\$9.70	\$1,940.00
16	CONSTRUCT 48" PIPE BEDDING	400	LF	\$11.75	\$4,700.00
17	CONSTRUCT ROCK RIP-RAP - TYPE "C"	75	TON	\$66.20	\$4,965.00
18	CONSTRUCT ANTI-SEEP COLLAR	2	EA	\$500.00	\$1,000.00
19	STABILIZE TRENCH W/ CRUSHED LIMESTONE	250	TN	\$26.00	\$6,500.00
20	ROLLED EROSION CONTROL, TYPE II	1000	SY	\$1.25	\$1,250.00
21	REIMBURSEMENT FOR EXISTING SILT BASIN STORM SEWER	1	LS	\$25,888.00	\$25,888.00
22	CONTRACTOR FEE FOR REIMBURSEMENT COORDINATION	1	LS	\$2,588.00	\$2,588.00
	CONTINGENCY		5%		\$11,800.00

Estimated Construction Costs: \$247,020.50

Estimated Soft Costs

19.00%	Engineering Design and Construction Administration:	\$46,933.90
2.00%	Geotechnical and Testing:	\$4,940.41
5.00%	Legal:	\$12,351.03
5.00%	Fiscal:	\$15,562.29
7.00%	Interest:	\$22,876.57
	12 Duration (Months)	

Total Estimated Soft Costs: 42% \$102,664.19

Total Estimated Costs: \$349,684.69

A4

PAVING MINOR

Assumptions/Comments:

ASSUMED 50' ROW TEMP SEEDED OUTSIDE OF PAVEMENT (6194LF OF ROAD X 25') /43560. Includes Outlot Sidewalk and 114th Sidewalk. Removal of temporary asphalt road not part of paving plan

Estimated Construction Costs / SY Paving:

\$36.09

Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1 7" CONCRETE PAVEMENT - TYPE L6	19,200	SY	\$27.70	\$531,840.00
2 COMMON EARTH EXCAVATION	6,400	CY	\$2.19	\$14,016.00
3 CONSTRUCT 5" CONCRETE SIDEWALK	8,250	SF	\$2.78	\$22,935.00
4 CONSTRUCT CONCRETE CURB RAMP	108	SF	\$8.76	\$946.08
5 SUBGRADE PREPARATION	1,100	SY	\$1.96	\$2,156.00
6 ADJUST MANHOLE TO GRADE	23	EA	\$126.50	\$2,909.50
7 CONSTRUCT EXTERNAL FRAME SEAL	23	EA	\$273.50	\$6,290.50
8 CONSTRUCT END OF ROAD BARRICADE	4	EA	\$992.60	\$3,970.40
9 CONSTRUCT CURB INLET	18	EA	\$2,702.50	\$48,645.00
10 BARRICADES - TYPE II	300	BD	\$0.72	\$216.00
11 BARRICADES - TYPE III	300	BD	\$2.20	\$660.00
12 SEEDING - TYPE "TEMPORARY SEED MIX"	4	AC	\$660.00	\$2,640.00
13 STRAW MULCH	4	AC	\$495.00	\$1,980.00
14 CONSTRUCT SILT FENCE	500	LF	\$1.65	\$825.00
15 CLEANOUT SILT FENCE	500	LF	\$0.22	\$110.00
16 CLEANOUT SILT BASIN	500	CY	\$4.95	\$2,475.00
17 JET EXISTING SEWER	7,300	LF	\$0.72	\$5,256.00
18 CONSTRUCT 4" TEMPORARY ASPHALT DRIVE	80	TN	\$125.35	\$10,028.00
19 REMOVE 4" ASPHALT PAVEMENT	350	SY	\$5.75	\$2,012.50
CONTINGENCY		5%		\$32,995.55

Estimated Construction Costs:

\$692,906.53

Estimated Soft Costs

19.00% Engineering Design and Construction Administration:	\$131,652.24
2.00% Geotechnical and Testing:	\$13,858.13
5.00% Legal:	\$34,645.33
5.00% Fiscal:	\$43,653.11
7.00% Interest:	\$48,127.56
9 Duration (Months)	

Total Estimated Soft Costs:

39% \$271,936.36

Total Estimated Costs:

\$964,842.89

Au

PAVING MINOR G.O.

Assumptions/Comments:

- ASSUMES ALL INTERSECTIONS ARE GO
- ASSUMES ALL CURB INLETS ARE GO
- ASSUMES ALL REGULATORY SIGNS ARE GO

	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1	7" CONCRETE PAVEMENT - TYPE L6	2,009	SY	\$27.70	\$55,649.30
2	COMMON EARTH EXCAVATION	670	CY	\$2.19	\$1,466.57
3	CONSTRUCT 5" CONCRETE SIDEWALK	8,250	SF	\$2.78	\$22,935.00
4	CONSTRUCT CONCRETE CURB RAMP	108	SF	\$8.76	\$946.08
5	SUBGRADE PREPARATION	1,100	SY	\$1.96	\$2,156.00
6	ADJUST MANHOLE TO GRADE	23	EA	\$126.50	\$2,909.50
7	CONSTRUCT EXTERNAL FRAME SEAL	23	EA	\$273.50	\$6,290.50
8	CONSTRUCT END OF ROAD BARRICADE	4	EA	\$992.60	\$3,970.40
9	CONSTRUCT CURB INLET	18	EA	\$2,702.50	\$48,645.00
10	BARRICADES - TYPE II	300	BD	\$0.72	\$216.00
11	BARRICADES - TYPE III	300	BD	\$2.20	\$660.00
12	SEEDING - TYPE "TEMPORARY SEED MIX"	4	AC	\$660.00	\$2,640.00
13	STRAW MULCH	4	AC	\$495.00	\$1,980.00
14	CONSTRUCT SILT FENCE	500	LF	\$1.65	\$825.00
15	CLEANOUT SILT FENCE	500	LF	\$0.22	\$110.00
16	CLEANOUT SILT BASIN	500	CY	\$4.95	\$2,475.00
17	JET EXISTING SEWER	7,300	LF	\$0.72	\$5,256.00
18	CONSTRUCT 4" TEMPORARY ASPHALT DRIVE	0	TN	\$125.35	\$0.00
19	REMOVE 4" ASPHALT PAVEMENT	0	SY	\$5.75	\$0.00
	CONTINGENCY	5%			\$7,956.52

Estimated Construction Costs: \$167,086.87

Estimated Soft Costs

Engineering Design and	
19.00% Construction Administration:	\$31,746.50
2.00% Geotechnical and Testing:	\$3,341.74
5.00% Legal:	\$8,354.34
5.00% Fiscal:	\$10,526.47
7.00% Interest:	\$11,605.44
9 Duration (Months)	

Total Estimated Soft Costs: 39% \$65,574.49

Total Estimated Costs: \$232,661.36

AV

EXHIBIT B

PAVING MAJOR 114th Street Adjacent To Development

Assumptions/Comments:

ASHBURY CREEK TO PAY SARPY COUNTY 1/2 OF TOTAL CONSTRUCTION COST FOR WORK ADJACENT TO THE PROJECT
 3RD FUTURE LANE-BY OTHERS-NO COST TO SID
 ASSUMES ALL OF 114TH STREET ADJACENT TO ASHBURY CREEK IS GO COST
 SIDEWALK ALONG 114TH STREET SHOWN IN SIDEWALK TAB

Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1. CLEARING AND GRUBBING GENERAL	1.00	LS	\$10,000.00	\$10,000.00
2. CLEARING AND GRUBBING TREES OVER 9" TO 18" DIAMETER	16.00	EA	\$250.00	\$4,000.00
3. CLEARING AND GRUBBING TREES OVER 18" TO 27" DIAMETER	1.00	EA	\$350.00	\$350.00
4. REMOVE 18" OR SMALLER CULVERT PIPE	145.00	LF	\$14.00	\$2,030.00
5. REMOVE AND REPLACE MAILBOX	1.00	EA	\$200.00	\$200.00
6. REMOVE AND REPLACE GUARD POSTS	1.00	EA	\$125.00	\$125.00
7. REMOVE FENCE	3000.00	LF	\$2.00	\$6,000.00
8. EXCAVATION	19670.00	CY	\$3.07	\$60,386.90
9. EARTHWORK (UNSUITABLE EXCAVATION)	1000.00	CY	\$8.00	\$8,000.00
10. EXPLORATORY EXCAVATION	8.00	HR	\$225.00	\$1,800.00
11. 9" CONCRETE PAVEMENT - TYPE L65	7215.00	SY	\$37.00	\$266,955.00
12. 7" CONCRETE DRIVEWAY - TYPE L65	150.00	SY	\$40.00	\$6,000.00
13. CONSTRUCT AND REMOVE TEMPORARY ROCK ACCESS ROAD (4" THICK)	3500.00	SY	\$8.00	\$28,000.00
14. CONSTRUCT 4-STRAND BARBED WIRE FENCE	2275.00	LF	\$3.50	\$7,962.50
15. CONSTRUCT 18" R.C.P., CLASS III	200.00	LF	\$38.00	\$7,600.00
16. CONSTRUCT 36" R.C.P., D(0.01) = 1,350	255.00	LF	\$65.00	\$16,575.00
17. CONSTRUCT 18" PIPE BEDDING	200.00	LF	\$5.00	\$1,000.00
18. CONSTRUCT 36" PIPE BEDDING	255.00	LF	\$7.00	\$1,785.00
19. CONSTRUCT 18" R.C. FLARED END SECTION	2.00	EA	\$800.00	\$1,600.00
20. CONSTRUCT 36" R.C. FLARED END SECTION	2.00	EA	\$1,400.00	\$2,800.00
21. CONSTRUCT 48" AREA INLET - TYPE II	2.00	EA	\$3,500.00	\$7,000.00
22. CONSTRUCT CURB INLET - TYPE I	1.00	EA	\$2,500.00	\$2,500.00
23. CONSTRUCT CURB INLET - TYPE III	2.00	EA	\$3,000.00	\$6,000.00
24. CONSTRUCT CURB INLET - TYPE IV	1.00	EA	\$2,500.00	\$2,500.00
25. STABILIZE TRENCH WITH CRUSHED LIMESTONE	80.00	TN	\$40.00	\$3,200.00
26. CONSTRUCT ROCK RIP-RAP - TYPE "B"	75.00	TN	\$40.00	\$3,000.00
27. CONSTRUCT ROCK RIP-RAP - TYPE "C"	100.00	TN	\$40.00	\$4,000.00
28. SEEDING - TYPE "B"	4.15	AC	\$1,250.00	\$5,187.50
29. CONSTRUCT SILT FENCE	2500.00	LF	\$3.00	\$7,500.00
30. CONSTRUCT HAY BALE DITCH CHECK	270.00	LF	\$8.00	\$2,160.00
31. CONSTRUCT FLARED END INLET PROTECTION	4.00	EA	\$200.00	\$800.00
32. ROLLED EROSION CONTROL, TYPE II	20055.00	SY	\$1.50	\$30,082.50
33. PERMANENT PAINTED PAVEMENT MARKING - 5" WHITE SOLID	2430.00	LF	\$1.00	\$2,430.00
34. PERMANENT PAINTED PAVEMENT MARKING - 5" YELLOW SOLID	4860.00	LF	\$1.00	\$4,860.00
35. BARRICADING	1.00	LS	\$5,000.00	\$5,000.00
CONTINGENCY	15%		\$519,389.40	\$77,908.41

Estimated Construction Costs: \$597,297.81

Estimated Soft Costs

Engineering Design and Construction Administration: 19.00% \$113,486.58
Geotechnical and Testing: 2.00% \$11,945.96

Total Estimated Construction, Engineering & Testing 21% **\$125,432.54**

Total Estimated Sarpy County Costs: **\$722,730.35**

ESTIMATED CONTRIBUTION TO SARPY COUNTY 50% **\$361,365.18**

2.00% **Legal:** \$7,227.30
 5.00% **Fiscal:** \$18,429.62
 7.00% **Interest:** \$20,318.66

9 Duration (Months)
Total Estimated Soft Costs **\$45,975.59**

Total Estimated SID Costs **\$407,340.76**

AW

SIDEWALKS INTERIOR

Assumptions/Comments:
 ASSUMES 5' WIDE SIDEWALKS
 INCLUDES SIDEWALK ADJACENT TO OUTLOT A & B. Sidewalks moved to paving minor

Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1. CONSTRUCT 5" CONCRETE SIDEWALK	2,707	SF	\$0.00	\$0.00
2. COMMON EARTH EXCAVATION- SUBGRADE	3,248	SF	\$0.00	\$0.00
3. "STOP" SIGN (24")	13	EA	\$225.00	\$2,925.00
4. SPEED LIMIT SIGN (18"X24")	3	EA	\$225.00	\$675.00
5. NO PARKING SIGN	2	EA	\$200.00	\$400.00
CONTINGENCY	15%			\$438.75

Estimated Construction Costs: \$4,438.75

Estimated Soft Costs

Engineering Design and	
19.00% Construction Administration:	\$843.36
2.00% Geotechnical and Testing:	\$88.78
5.00% Legal:	\$221.94
5.00% Fiscal:	\$279.64
7.00% Interest:	\$411.07
12 Duration (Months)	

Total Estimated Soft Costs: 42% \$1,844.79

Total Estimated Costs: \$6,283.54

Ax

SIDEWALKS 114TH ST ADJACENT

Assumptions/Comments:

- ASSUMES 5' WIDE SIDEWALK ADJACENT
- ASSUMES ALL OF ADJACENT SIDEWALK IS GO
- ASSUMES ALL ADJACENT SIDEWALK TO PHASE 1 ONLY WILL BE CONSTRUCTED IN PHASE 1. Sidewalks move to paving minor

	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1.	CONSTRUCT 5" CONCRETE SIDEWALK-PHASE 1	5,141	SF	\$0.00	\$0.00
2.	COMMON EARTH EXCAVATION- SUBGRADE-PHASE 1	6,169	CY	\$0.00	\$0.00
3.	CONSTRUCT 5" CONCRETE SIDEWALK-PHASE 2	0	SF	\$0.00	\$0.00
4.	COMMON EARTH EXCAVATION- SUBGRADE-PHASE 2	0	CY	\$0.00	\$0.00
	CONTINGENCY	15%		\$0.00	\$0.00

Estimated Construction Costs: \$0.00

Estimated Soft Costs

19.00%	Engineering Design and Construction Administration:	\$0.00
2.00%	Geotechnical and Testing:	\$0.00
5.00%	Legal:	\$0.00
5.00%	Fiscal:	\$0.00
7.00%	Interest:	\$0.00
12	Duration (Months)	

Total Estimated Soft Costs: 0% \$0.00

Total Estimated Costs: \$0.00

Ay

PARKS AQUISITION

Assumptions/Comments:

ASSUME UNIT PRICE IS 50% OF PURCHASE PRICE PER ACRE (\$43,150).
 Purchased in Phase 2
 Areas in Floodway, FLOODPLAIN, 3:1+20 AND EASEMENTS are not eligible
 for reimbursement

Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1. OUTLOT F (7.95 Acres, 3.53 FLOODPLAIN, EASEMENT, AND 3:1 +20)	4.42	AC	\$0.00	\$0.00
Estimated Construction Costs:				\$0.00
Estimated Soft Costs				
			Engineering Design and	
			10.00% Construction Administration:	\$0.00
			5.00% Legal:	\$0.00
			5.00% Fiscal:	\$0.00
			7.00% Interest:	\$0.00
			6 Duration (Months)	
Total Estimated Soft Costs:				0% \$0.00
Total Estimated Costs:				\$0.00

PARKS IMPROVEMENTS

Assumptions/Comments:

ASSUMES IMPROVEMENTS TO DESIGNATED PARK AREAS IN OUTLOTS F, H, AND I WILL BE DONE IN PHASE II

Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1. PARK IMPROVEMENTS	0	LS	\$100,000.00	\$0.00
Estimated Construction Costs:				\$0.00
Estimated Soft Costs				
			Engineering Design and	
			19.00% Construction Administration:	\$0.00
			2.00% Geotechnical and Testing:	\$0.00
			5.00% Legal:	\$0.00
			5.00% Fiscal:	\$0.00
			7.00% Interest:	\$0.00
			12 Duration (Months)	
Total Estimated Soft Costs:				0% \$0.00
Total Estimated Costs:				\$0.00

PARKS ACQUISITION G.O.

Assumptions/Comments:

OUTLOT F IS DESIGNATED PARK AREA
 ASSUME UNIT PRICE IS 50% OF PURCHASE PRICE PER ACRE
 ASSUMES 50% OF PARK ACQUISITION IS G.O.

Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1. OUTLOT F	4.42	AC	\$0.00	\$0.00

Estimated Construction Costs: \$0.00

Estimated Soft Costs

Engineering Design and
 10.00% Construction Administration: \$0.00
 5.00% Legal: \$0.00
 5.00% Fiscal: \$0.00
 7.00% Interest: \$0.00
 6 Duration (Months)

Total Estimated Soft Costs: 0% \$0.00

Total Estimated Costs: \$0.00

PARKS IMPROVEMENTS G.O.

Assumptions/Comments:

ASSUMES PARK IMPROVEMENTS WILL BE CONSTRUCTED IN PHASE II

Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1. PARK IMPROVEMENTS	0		\$100,000.00	\$0.00

Estimated Construction Costs: \$0.00

Estimated Soft Costs

Engineering Design and
 19.00% Construction Administration: \$0.00
 2.00% Geotechnical and Testing: \$0.00
 5.00% Legal: \$0.00
 5.00% Fiscal: \$0.00
 7.00% Interest: \$0.00
 12 Duration (Months)

Total Estimated Soft Costs: 0% \$0.00

Total Estimated Costs: \$0.00

Ba

WATER INTERIOR

Assumptions/Comments:



Updated water per TD2 layout on 9/8/14

Estimated Construction Costs / LF DIP:

\$57.36

Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1 . ABANDON WELL	1	LS	\$3,000.00	\$3,000.00
2 . ABANDON EXISTING LOT 86 WATER SERVICE	1	LS	\$3,000.00	\$3,000.00
3 . CLEARING AND GRUBBING TREES OVER 9" TO 18" DIAMETER	9	EA	\$275.00	\$2,475.00
4 . EXPLORATORY EXCAVATION	10	HR	\$275.00	\$2,750.00
5 . CONNECT TO EXISTING 16" MAIN	1	EA	\$2,500.00	\$2,500.00
6 . CONSTRUCT 6" WATER MAIN	855	LF	\$24.00	\$20,520.00
7 . CONSTRUCT 8" WATER MAIN	4,579	LF	\$28.00	\$128,212.00
8 . CONSTRUCT 12" WATER MAIN	927	LF	\$42.00	\$38,934.00
9 . CONSTRUCT TYPE 4 END OF MAIN HYDRANT, GATE VALVE AND TEE ASSEMBLY AND BACKING BLOCK	1	EA	\$3,900.00	\$3,900.00
10 . CONSTRUCT TYPE 5 END OF MAIN HYDRANT, GATE VALVE AND TEE ASSEMBLY AND BACKING BLOCK	5	EA	\$4,300.00	\$21,500.00
11 . CONSTRUCT TYPE 1 OR 2 HYDRANT, GATE VALVE AND TEE ASSEMBLY	10	EA	\$4,000.00	\$40,000.00
12 . CONSTRUCT 6" M.J. GATE VALVE AND BOX	3	EA	\$850.00	\$2,550.00
13 . CONSTRUCT 8" M.J. GATE VALVE AND BOX	25	EA	\$1,150.00	\$28,750.00
14 . CONSTRUCT 12" M.J. GATE VALVE AND BOX	4	EA	\$2,000.00	\$8,000.00
15 . CONSTRUCT 8"x8"x6" M.J. TEE ASSEMBLY AND BACKING BLOCK	2	EA	\$350.00	\$700.00
16 . CONSTRUCT 8"x8"x8" M.J. TEE ASSEMBLY AND BACKING BLOCK	6	EA	\$375.00	\$2,250.00
17 . CONSTRUCT 12"x12"x8" M.J. TEE ASSEMBLY AND BACKING BLOCK	1	EA	\$475.00	\$475.00
18 . CONSTRUCT 12"x8" CROSS	1	EA	\$450.00	\$450.00
19 . CONSTRUCT 8" X 6" REDUCER	1	EA	\$175.00	\$175.00
20 . CONSTRUCT 8" x 22.5 DEGREE VERTICAL BEND WITH BACKING BLOCK	7	EA	\$300.00	\$2,100.00
21 . CONSTRUCT 8" x 45 DEGREE VERTICAL BEND WITH BACKING BLOCK	2	EA	\$325.00	\$650.00
22 . CONSTRUCT 12" x 22.5 DEGREE VERTICAL BEND WITH BACKING BLOCK	4	EA	\$425.00	\$1,700.00
23 . CONSTRUCT 8" x 90 DEGREE HORIZONTAL BEND WITH BACKING BLOCK	1	EA	\$450.00	\$450.00
24 . BLOCK	3	EA	\$350.00	\$1,050.00
25 . CONSTRUCT CHLORINE TUBE	3	EA	\$1,800.00	\$5,400.00
26 . CONSTRUCT SAMPLING TAP	9	EA	\$250.00	\$2,250.00
27 . CONSTRUCT WATER SERVICE TO LOT 86	1	LS	\$2,500.00	\$2,500.00
28 . SEEDING - TYPE "TEMPORARY SEED MIX"	2	AC	\$650.00	\$1,137.50
29 . STRAW MULCH	2	AC	\$550.00	\$1,100.00
CONTINENGECY	15%			\$47,588.03

Estimated Construction Costs:

\$364,841.53

Estimated Soft Costs

Engineering Design and	
19.00% Construction Administration:	\$69,319.89
2.00% Geotechnical and Testing:	\$7,296.83
5.00% Legal:	\$18,242.08
5.00% Fiscal:	\$22,985.02
7.00% Interest:	\$25,340.98
9 Duration (Months)	

Total Estimated Soft Costs:

39% \$143,184.79

Total Estimated Costs:

\$508,026.32

Bb

WATER OFFSITE

Assumptions/Comments:



City of Papillion constructing water main in 114th St. 6/2/14

	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1	CONSTRUCT 12" D.I.P.	0	LF	\$42.00	\$0.00
2	CONSTRUCT 12" PIPE BEDDING	0	EA	\$5.00	\$0.00
3	CONSTRUCT 12"x12"x12" M.J. TEE ASSEMBLY AND BACKING BLOCK	0	EA	\$600.00	\$0.00
4	CONSTRUCT HYDRANT, GATE VALVE AND TEE ASSEMBLY	0	EA	\$4,000.00	\$0.00
5	CONSTRUCT SILT FENCE	0	EA	\$2.75	\$0.00
	CONTINGENCY	15%			\$0.00

Estimated Construction Costs: \$0.00

Estimated Soft Costs

19.00%	Engineering Design and Construction Administration:	\$0.00
2.00%	Geotechnical and Testing:	\$0.00
5.00%	Legal:	\$0.00
5.00%	Fiscal:	\$0.00
7.00%	Interest:	\$0.00
9	Duration (Months)	

Total Estimated Soft Costs: 0% \$0.00

Total Estimated Costs: \$0.00

Bc

WATER-CAPITAL FACILITY FEES-PAPILLION RESIDENTIAL

Assumptions/Comments:

UNIT PRICE IS PER THE CITY OF PAPILLION MASTER FEE SCHEDULE FOR SINGLE FAMILY RESIDENTIAL DEVELOPMENT, EFFECTIVE OCT 1, 2014
 LOT 86 INCLUDED IN FEES PER CITY OF PAPILLION COMMENTS. AGREEMENT NOW AFTER OCTOBER 1ST 2015 SO FEE \$2175

Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1. RESIDENTIAL (SINGLE FAMILY)	86	EA	\$2,175.00	\$187,050.00
2. OUTLOT G (FUTURE RESIDENTIAL LOT)	1	EA	\$2,175.00	\$2,175.00
Estimated Construction Costs:				\$189,225.00
Estimated Soft Costs				
Engineering Design and				
2.00% Construction Administration:				\$3,784.50
5.00% Legal:				\$9,461.25
5.00% Fiscal:				\$10,123.54
7.00% Interest:				\$11,161.20
9 Duration (Months)				
Total Estimated Soft Costs:				18% \$34,530.49
Total Estimated Costs:				\$223,755.49

WATER-CAPITAL FACILITY FEES-PAPILLION PARK OR COMMON AREA

Assumptions/Comments:

UNIT PRICE IS PER THE CITY OF PAPILLION MASTER FEE SCHEDULE FOR PARK OR COMMON AREA, EFFECTIVE OCT 1, 2015
 OUTLOT D IS RESERVED FOR FUTURE PHASE 2 RESIDENTIAL LOTS.
 CAPITAL FACILITY FEES FOR OUTLOT D WILL BE PAID IN PHASE 2

Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1. OUTLOTS A, B, C, E, F	13.76	AC	\$6,080.00	\$83,660.80
Estimated Construction Costs:				\$83,660.80
Estimated Soft Costs				
Engineering Design and				
2.00% Construction Administration:				\$1,673.22
5.00% Legal:				\$4,183.04
5.00% Fiscal:				\$4,475.85
7.00% Interest:				\$4,934.63
9 Duration (Months)				
Total Estimated Soft Costs:				18% \$15,266.74
Total Estimated Costs:				\$98,927.54

Bd

WATER INTERIOR G.O.

Assumptions/Comments:

PRICE DIFFERENCE FOR PIPES & STRUCTURES LARGER THAN 8"

	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1	ABANDON WELL	0	LS	\$3,000.00	\$0.00
2	ABANDON EXISTING LOT 86 WATER SERVICE	0	LS	\$3,000.00	\$0.00
3	CLEARING AND GRUBBING TREES OVER 9" TO 18" DIAMETER	0	EA	\$275.00	\$0.00
4	EXPLORATORY EXCAVATION	0	HR	\$275.00	\$0.00
5	CONNECT TO EXISTING 16" MAIN	0	EA	\$2,500.00	\$0.00
6	CONSTRUCT 6" WATER MAIN	0	LF	\$24.00	\$0.00
7	CONSTRUCT 8" WATER MAIN	0	LF	\$28.00	\$0.00
8	CONSTRUCT 12" WATER MAIN	927	LF	\$14.00	\$12,978.00
9	CONSTRUCT TYPE 4 END OF MAIN HYDRANT, GATE VALVE AND TEE ASSE	0	EA	\$3,900.00	\$0.00
10	CONSTRUCT TYPE 5 END OF MAIN HYDRANT, GATE VALVE AND TEE ASSE	0	EA	\$4,300.00	\$0.00
11	CONSTRUCT TYPE 1 OR 2 HYDRANT, GATE VALVE AND TEE ASSEMBLY	0	EA	\$4,000.00	\$0.00
12	CONSTRUCT 6" M.J. GATE VALVE AND BOX	0	EA	\$850.00	\$0.00
13	CONSTRUCT 8" M.J. GATE VALVE AND BOX	0	EA	\$1,150.00	\$0.00
14	CONSTRUCT 12" M.J. GATE VALVE AND BOX	4	EA	\$850.00	\$3,400.00
15	CONSTRUCT 8"x8"x6" M.J. TEE ASSEMBLY AND BACKING BLOCK	0	EA	\$350.00	\$0.00
16	CONSTRUCT 8"x8"x8" M.J. TEE ASSEMBLY AND BACKING BLOCK	0	EA	\$375.00	\$0.00
17	CONSTRUCT 12"x12"x8" M.J. TEE ASSEMBLY AND BACKING BLOCK	1	EA	\$100.00	\$100.00
18	CONSTRUCT 12"x8" CROSS	1	EA	\$100.00	\$100.00
19	CONSTRUCT 8" X 6" REDUCER	0	EA	\$175.00	\$0.00
20	CONSTRUCT 8" x 22.5 DEGREE VERTICAL BEND WITH BACKING BLOCK	0	EA	\$300.00	\$0.00
21	CONSTRUCT 8" x 45 DEGREE VERTICAL BEND WITH BACKING BLOCK	0	EA	\$325.00	\$0.00
22	CONSTRUCT 12" x 22.5 DEGREE VERTICAL BEND WITH BACKING BLOCK	0	EA	\$425.00	\$0.00
23	CONSTRUCT 8" x 90 DEGREE HORIZONTAL BEND WITH BACKING BLOCK	1	EA	\$150.00	\$150.00
24	CONSTRUCT 8" x 22.5 DEGREE HORIZONTAL BEND WITH BACKING BLOCK	0	EA	\$350.00	\$0.00
25	CONSTRUCT CHLORINE TUBE	0	EA	\$1,800.00	\$0.00
26	CONSTRUCT SAMPLING TAP	0	EA	\$250.00	\$0.00
27	CONSTRUCT WATER SERVICE TO LOT 86	0	LS	\$2,500.00	\$0.00
28	SEEDING - TYPE "TEMPORARY SEED MIX"	0	AC	\$650.00	\$0.00
29	STRAW MULCH	0	AC	\$550.00	\$0.00
	CONTINGENCY	15%			\$2,509.20

Estimated Construction Costs: \$19,237.20

Estimated Soft Costs

Engineering Design and	
19.00% Construction Administration:	\$3,655.07
2.00% Geotechnical and Testing:	\$384.74
5.00% Legal:	\$961.86
5.00% Fiscal:	\$1,211.94
7.00% Interest:	\$1,336.17
9 Duration (Months)	

Total Estimated Soft Costs: 39% \$7,549.78

Total Estimated Costs: \$26,786.98

Be

WATER-CAPITAL FACILITY FEES-PAPILLION G.O.

Assumptions/Comments:
 ↻ 50% OF TOTAL COST G.O.

Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1. 50% OF TOTAL IS G.O.	1	LS	\$111,877.74	\$111,877.74

Estimated Construction Costs: \$111,877.74

Total Estimated Costs: \$111,877.74

WATER-CAPITAL FACILITY FEES-PAPILLION PARK OR COMMON AREA

Assumptions/Comments:
 ↻ ASSUMES 50% OF PARK AREAS TOTAL IS GO

Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1. 50% OF TOTAL IS G.O.	1.00	LS	\$49,463.77	\$49,463.77

Estimated Construction Costs: \$49,463.77

Total Estimated Costs: \$49,463.77

Bf

POWER**Assumptions/Comments:**

Per Pat Camazzo, Lot 86 would have to pay for their own UG power if they wanted it

	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1.	ASHBURY CREEK RESIDENTIAL LOTS 1-85	85	EA	\$1,350.00	\$114,750.00
2	OUTLOT G (FUTURE RESIDENTIAL LOT)	1	EA	\$1,350.00	\$1,350.00

Estimated Construction Costs: \$116,100.00

Estimated Soft Costs

Engineering Design and	
19.00% Construction Administration:	\$22,059.00
5.00% Legal:	\$5,805.00
5.00% Fiscal:	\$7,198.20
7.00% Interest:	\$7,936.02
9 Duration (Months)	

Total Estimated Soft Costs: 37% \$42,998.22

Total Estimated Costs: \$159,098.22

Bg

Civil Defense Siren

Assumptions/Comments:

- ASSUMES CIVIL DEFENCE SIREN CONSTRUCTED IN PHASE II
- ASSUMES ALL COST FOR CIVIL DEFENSE SIREN IS G.O.
- ASSUMES FUTURE SID CONTRIBUTES 1/2 TOTAL COST

	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1.	CIVIL DEFENSE SIREN	0	LS	\$30,000.00	\$0.00
	CONTINENGENCY	15%			\$0.00

Estimated Construction Costs: \$0.00

Estimated Soft Costs

Engineering Design and

19.00% Construction Administration:	\$0.00
5.00% Legal:	\$0.00
5.00% Fiscal:	\$0.00
7.00% Interest:	\$0.00
12 Duration (Months)	

Total Estimated Soft Costs: 0% \$0.00

Total Estimated Costs: \$0.00

CONTRIBUTION BY FUTURE SID 50% \$0.00

Bh

Plan Review Fee

Assumptions/Comments:



	Bid Item Description	Construction Cost	Plan Review Fee	Total
1 .	SANITARY SEWER - INTERIOR	\$432,668.10	1.00%	\$4,326.68
2 .	SANITARY SEWER - OUTFALL	\$82,500.00	1.00%	\$825.00
3 .	STORM SEWER	\$247,020.50	1.00%	\$2,470.21
4 .	PAVING MINOR	\$692,906.53	1.00%	\$6,929.07
5 .	PAVING COLLECTOR	\$0.00	1.00%	\$0.00
6 .	PAVING MAJOR 114th Street Adjacent To Development	\$597,297.81	1.00%	\$5,972.98
7 .	SIDEWALKS INTERIOR	\$4,438.75	1.00%	\$44.39
8 .	PARKS IMPROVEMENTS	\$0.00	1.00%	\$0.00
9 .	WATER INTERIOR	\$364,841.53	1.00%	\$3,648.42
10 .	WATER OFFSITE	\$0.00	1.00%	\$0.00
11 .	WATER CAD MODELING			\$2,800.00

Estimated Construction Costs: \$27,016.73

Estimated Soft Costs

5.00% Fiscal: \$1,350.84

7.00% Interest: \$1,985.73

12 Duration (Months)

Total Estimated Soft Costs: 12% \$3,336.57

Total Estimated Costs: \$30,353.30

Bi

S.I.D. Cost Estimate

ASHBURY CREEK
0113040.01-001
PHASE 2
11/23/2015

Bj

ORDER OF MAGNITUDE COST ESTIMATE

Proposed Improvement	Quantity	Unit	Construction Cost	Total Cost	General Obligation	Special	Reimbursable From Sarpy County	Reimbursable From Future SID
SANITARY SEWER								
Interior	9718	LF	\$624,200	\$883,600	\$30,500	\$853,100		\$0
Outfall	0	LF	\$0	\$0	\$0	\$0		\$0
STORM SEWER	4124	LF	\$356,300	\$504,400	\$504,400	\$0		\$0
PAVING								
Minor	38472	SY	\$1,472,500	\$2,050,400	\$483,300	\$1,567,100		\$0
Major- 114TH ST ADJACENT	0	SY	\$0	\$0	\$0	\$0	\$0	\$0
SIDEWALKS & TRAIL								
Interior	8132	SF	\$54,600	\$77,300	\$14,200	\$63,100		\$0
114th St Adjacent	6323	SF	\$36,000	\$51,000	\$51,000	\$0		\$0
PARKS								
Acquisition	15	AC	\$293,000	\$366,200	\$183,100	\$183,100		\$0
Improvements	22750	SF	\$100,000	\$142,700	\$142,700	\$0		\$0
Gold Cost Road Public Improvements	1	LS	\$401,100	\$572,500	\$572,500	\$0		\$0
WATER								
Interior	13080	LF	\$671,300	\$934,800	\$148,900	\$785,900		\$0
Offsite	0	LF	\$0	\$0	\$0	\$0		\$0
Capital Facilities Charge	149	Lots	\$324,100	\$383,200	\$191,600	\$191,600		\$0
Capital Facilities Charge	17	AC	\$115,100	\$136,100	\$68,000	\$68,100		\$0
POWER	149	Lots	\$201,200	\$275,600	\$0	\$275,600		\$0
CIVIL DEFENSE SIREN	1	LS	\$34,500	\$48,400	\$24,200	\$0		\$24,200
PLAN REVIEW FEE	1	%	\$35,600	\$40,000	\$15,000	\$25,000		\$0
Total			\$4,719,500	\$6,466,200	\$2,429,400	\$4,012,600	\$0	\$24,200

BK

DEBT RATIO

ASSUMPTIONS

Average market Value Per Residential Land (Land Value Only)	=	<input type="text" value="\$60,000.00"/>
Average market Value Per Residential Lot (Home) (Improvement value only)	=	<input type="text" value="\$340,000.00"/>
Commercial Land Value per square foot	=	<input type="text"/>
Commercial Building Value per square foot	=	<input type="text"/>
Apartment Land per square foot	=	<input type="text"/>
Apartment Building per square foot	=	<input type="text"/>

ASSESSABLE VALUATION

Residential Land	<input type="text" value="149"/>	Units =	\$60,000.00 =	\$8,940,000.00
Residential Home	<input type="text" value="149"/>	Units =	\$340,000.00 =	\$50,660,000.00
Commercial Land	<input type="text"/>	AC =	\$0.00 =	\$0.00
Commercial Building	<input type="text"/>	SF =	\$0.00 =	\$0.00
Apartment Land	<input type="text"/>	AC =	\$0.00 =	\$0.00
Apartment Building	<input type="text"/>	Units =	\$0.00 =	\$0.00
				Total 100% Valuation =
				\$59,600,000.00
				Total 95% Valuation =
				\$56,620,000.00
				DEBT RATIO = <input type="text" value="4.29%"/>

B1

SANITARY SEWER - INTERIOR

Assumptions/Comments:

- ASSUMES MANHOLES 12' DEEP
- ASSUMES 6" SERVICE 35/LOT
- INCLUDES SERVICE FOR LOT 87

Estimated Construction Costs / LF 8" San:

\$64.23

Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1. CLEARING AND GRUBBING GENERAL	1	LS	\$10,000.00	\$10,000.00
2. CONSTRUCT 6" SANITARY SEWER PIPE	5,180	LF	\$18.00	\$93,240.00
3. CONSTRUCT 8" SANITARY SEWER PIPE	9,718	LF	\$20.00	\$194,360.00
4. CONSTRUCT 6" PIPE BEDDING	5,180	LF	\$4.00	\$20,720.00
5. CONSTRUCT 8" PIPE BEDDING	9,718	LF	\$4.50	\$43,731.00
6. STABILIZE TRENCH W/ CRUSHED LIMESTONE	425	TN	\$25.00	\$10,625.00
7. CONSTRUCT 54" I.D. SANITARY MANHOLE (40 EA, 12VF)	480	VF	\$300.00	\$144,000.00
8. CONSTRUCT 8" PIPE PLUG	3	EA	\$45.00	\$135.00
9. CONSTRUCT 8" X 6" WYE	122	EA	\$70.00	\$8,540.00
10. CONSTRUCT 6" MANHOLE STUBOUT	26	EA	\$75.00	\$1,950.00
11. CONSTRUCT MANHOLE RING COLLAR	0	EA	\$400.00	\$0.00
12. CLEANOUT SILT FENCE	1,250	LF	\$1.25	\$1,562.50
13. CONSTRUCT SILT FENCE	1,250	LF	\$2.50	\$3,125.00
14. EXCAVATION FOR EXTRA DEEP SANITARY SEWER	2,400	VF-LF	\$4.50	\$10,800.00
CONTINGENCY	15%		\$542,788.50	\$81,418.28

Estimated Construction Costs:

\$624,206.78

Estimated Soft Costs

Engineering Design and Construction Administration:	\$118,599.29
2.00% Geotechnical and Testing:	\$12,484.14
5.00% Legal:	\$31,210.34
5.00% Fiscal:	\$39,325.03
7.00% Interest:	\$57,807.79
12 Duration (Months)	

Total Estimated Soft Costs:

42% \$259,426.58

Total Estimated Costs:

\$883,633.35

Bm

SANITARY SEWER - INTERIOR G.O.

Assumptions/Comments:

ASSUMES 1/2 SANITARY SEWER ADJACENT TO OUTLOT I & H
DESIGNATED PARK AREA IS G.O.

	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1.	CLEARING AND GRUBBING GENERAL	0	LS	\$10,000.00	\$0.00
2.	CONSTRUCT 6" SANITARY SEWER PIPE	0	LF	\$18.00	\$0.00
3.	CONSTRUCT 8" SANITARY SEWER PIPE	352	LF	\$20.00	\$7,040.00
4.	CONSTRUCT 6" PIPE BEDDING	0	LF	\$4.00	\$0.00
5.	CONSTRUCT 8" PIPE BEDDING	352	LF	\$4.50	\$1,584.00
6.	STABILIZE TRENCH W/ CRUSHED LIMESTONE	0	TN	\$25.00	\$0.00
7.	CONSTRUCT 54" I.D. SANITARY MANHOLE (40 EA, 12VF)	18	VF	\$300.00	\$5,400.00
8.	CONSTRUCT 8" PIPE PLUG	0	EA	\$45.00	\$0.00
9.	CONSTRUCT 8" X 6" WYE	0	EA	\$70.00	\$0.00
10.	CONSTRUCT 6" MANHOLE STUBOUT	0	EA	\$75.00	\$0.00
11.	CONSTRUCT MANHOLE RING COLLAR	0	EA	\$400.00	\$0.00
12.	CLEANOUT SILT FENCE	1,250	LF	\$1.25	\$1,562.50
13.	CONSTRUCT SILT FENCE	1,250	LF	\$2.50	\$3,125.00
14.	EXCAVATION FOR EXTRA DEEP SANITARY SEWER	0	VF-LF	\$4.50	\$0.00
	CONTINGENCY	15%			\$2,806.73

Estimated Construction Costs: \$21,518.23

Estimated Soft Costs

19.00%	Engineering Design and Construction Administration:	\$4,088.46
2.00%	Geotechnical and Testing:	\$430.36
5.00%	Legal:	\$1,075.91
5.00%	Fiscal:	\$1,355.65
7.00%	Interest:	\$1,992.80
	12 Duration (Months)	

Total Estimated Soft Costs: 42% \$8,943.19

Total Estimated Costs: \$30,461.41

Bn

STORM SEWER

Assumptions/Comments:

ASSUMES MANHOLES ARE 6 FT DEEP

Estimated Construction Costs / LF Storm:

\$86.40

Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1 GENERAL GRADING AND SHAPING	1	LS	\$15,000.00	\$15,000.00
2 CONSTRUCT 18" R.C.P., CLASS III	861	LF	\$25.00	\$21,525.00
3 CONSTRUCT 24" R.C.P., CLASS III	1,591	LF	\$35.00	\$55,685.00
4 CONSTRUCT 30" R.C.P., CLASS III	890	LF	\$45.00	\$40,050.00
5 CONSTRUCT 36" R.C.P., D(0.01) = 1,350	782	LF	\$60.00	\$46,920.00
6 CONSTRUCT 42" R.C.P., D(0.01) = 1,350	0	LF	\$85.00	\$0.00
7 CONSTRUCT 54" R.C.P., D(0.01) = 1,350	0	LF	\$125.00	\$0.00
8 CONSTRUCT 18" R.C. FLARED END SECTION W/BAR GRATE	0	EA	\$750.00	\$0.00
9 CONSTRUCT 24" R.C. FLARED END SECTION W/BAR GRATE	0	EA	\$850.00	\$0.00
10 CONSTRUCT 30" R.C. FLARED END SECTION W/BAR GRATE	6	EA	\$2,000.00	\$12,000.00
11 CONSTRUCT 36" R.C. FLARED END SECTION W/BAR GRATE	0	EA	\$1,200.00	\$0.00
12 CONSTRUCT 42" R.C. FLARED END SECTION W/BAR GRATE	0	EA	\$2,500.00	\$0.00
13 CONSTRUCT 54" R.C. FLARED END SECTION	0	EA	\$3,000.00	\$0.00
14 CONSTRUCT 54" I.D. FLATTOP MANHOLE(4 EA, 6FT)	24	VF	\$400.00	\$9,600.00
15 CONSTRUCT 72" I.D. MANHOLE(3EA, 6FT)	18	VF	\$500.00	\$9,000.00
16 CONSTRUCT 18" PIPE BEDDING	861	LF	\$5.00	\$4,305.00
17 CONSTRUCT 24" PIPE BEDDING	1,591	LF	\$6.50	\$10,341.50
18 CONSTRUCT 30" PIPE BEDDING	890	LF	\$7.50	\$6,675.00
19 CONSTRUCT 36" PIPE BEDDING	782	LF	\$9.00	\$7,038.00
20 CONSTRUCT 42" PIPE BEDDING	0	LF	\$13.00	\$0.00
21 CONSTRUCT 48" PIPE BEDDING	0	LF	\$16.50	\$0.00
22 STABILIZE TRENCH W/ CRUSHED LIMESTONE	250	TN	\$30.00	\$7,500.00
23 CONSTRUCT 24" POND OUTLET STRUCTURE	0	EA	\$6,000.00	\$0.00
24 CONSTRUCT 30" POND OUTLET STRUCTURE	3	EA	\$9,000.00	\$27,000.00
25 CONSTRUCT 36" POND OUTLET STRUCTURE	0	EA	\$9,500.00	\$0.00
26 CONSTRUCT 54" POND OUTLET STRUCTURE	0	EA	\$1,000.00	\$0.00
27 CONSTRUCT ANTI-SEEP COLLAR	3	EA	\$850.00	\$2,550.00
28 SEEDING - TYPE "TEMPORARY SEED MIX"	2	AC	\$400.00	\$840.00
29 ROLLED EROSION CONTROL, TYPE II	1,000	SY	\$3.00	\$3,000.00
30 CONSTRUCT ROCK ACCESS ROAD	250	TN	\$30.00	\$7,500.00
31 CONSTRUCT SILT FENCE	1,250	LF	\$2.50	\$3,125.00
32 CLEANOUT SILT FENCE	1,250	LF	\$1.25	\$1,562.50
33 CONSTRUCT END OF STREET DRAIN	1	EA	\$2,500.00	\$2,500.00
34 CONSTRUCT ROCK RIP-RAP - TYPE "C"	75	TN	\$43.00	\$3,225.00
CONTINGENCY	20%			\$59,388.40

Estimated Construction Costs:

\$356,330.40

Estimated Soft Costs

Engineering Design and	
19.00% Construction Administration:	\$67,702.78
2.00% Geotechnical and Testing:	\$7,126.61
5.00% Legal:	\$17,816.52
5.00% Fiscal:	\$22,448.82
7.00% Interest:	\$32,999.76
12 Duration (Months)	

Total Estimated Soft Costs:

42% \$148,094.48

Total Estimated Costs:

\$504,424.88

Bo

STORM SEWER G.O.

Assumptions/Comments:

- ASSUMES ALL STORM SEWER IS GO
- ASSUMES COST DIFFERENCE BETWEEN 48" AND 54" IS SPECIAL

Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1. GENFRAI GRADING AND SHAPING	1	LS	\$15,000.00	\$15,000.00
2. CONSTRUCT 18" R.C.P., CLASS III	861	LF	\$25.00	\$21,525.00
3. CONSTRUCT 24" R.C.P., CLASS III	1,591	LF	\$35.00	\$55,685.00
4. CONSTRUCT 30" R.C.P., CLASS III	890	LF	\$45.00	\$40,050.00
5. CONSTRUCT 36" R.C.P., D(0.01) = 1,350	782	LF	\$60.00	\$46,920.00
6. CONSTRUCT 42" R.C.P., D(0.01) = 1,350	0	LF	\$85.00	\$0.00
7. CONSTRUCT 54" R.C.P., D(0.01) = 1,350	0	LF	\$125.00	\$0.00
8. CONSTRUCT 18" R.C. FLARED END SECTION W/BAR GRATE	0	EA	\$750.00	\$0.00
9. CONSTRUCT 24" R.C. FLARED END SECTION W/BAR GRATE	0	EA	\$850.00	\$0.00
10. CONSTRUCT 30" R.C. FLARED END SECTION W/BAR GRATE	6	EA	\$2,000.00	\$12,000.00
11. CONSTRUCT 36" R.C. FLARED END SECTION W/BAR GRATE	0	EA	\$1,200.00	\$0.00
12. CONSTRUCT 42" R.C. FLARED END SECTION W/BAR GRATE	0	EA	\$2,500.00	\$0.00
13. CONSTRUCT 54" R.C. FLARED END SECTION	0	EA	\$3,000.00	\$0.00
14. CONSTRUCT 54" I.D. FLATTOP MANHOLE(4 EA, 8FT)	24	VF	\$400.00	\$9,600.00
15. CONSTRUCT 72" I.D. MANHOLE(3EA, 8FT)	18	VF	\$500.00	\$9,000.00
16. CONSTRUCT 18" PIPE BEDDING	861	LF	\$5.00	\$4,305.00
17. CONSTRUCT 24" PIPE BEDDING	1,591	LF	\$6.50	\$10,341.50
18. CONSTRUCT 30" PIPE BEDDING	890	LF	\$7.50	\$6,675.00
19. CONSTRUCT 36" PIPE BEDDING	782	LF	\$9.00	\$7,038.00
20. CONSTRUCT 42" PIPE BEDDING	0	LF	\$13.00	\$0.00
21. CONSTRUCT 54" PIPE BEDDING	0	LF	\$16.50	\$0.00
22. STABILIZE TRENCH W/ CRUSHED LIMESTONE	250	TN	\$30.00	\$7,500.00
23. CONSTRUCT 24" POND OUTLET STRUCTURE	0	EA	\$6,000.00	\$0.00
24. CONSTRUCT 30" POND OUTLET STRUCTURE	3	EA	\$9,000.00	\$27,000.00
25. CONSTRUCT 36" POND OUTLET STRUCTURE	0	EA	\$9,500.00	\$0.00
26. CONSTRUCT 54" POND OUTLET STRUCTURE	0	EA	\$1,000.00	\$0.00
27. CONSTRUCT ANTI-SEEP COLLAR	3		\$850.00	\$2,550.00
28. SEEDING - TYPE "TEMPORARY SEED MIX"	2	AC	\$400.00	\$840.00
29. ROLLED EROSION CONTROL, TYPE II	1,000	SY	\$3.00	\$3,000.00
30. CONSTRUCT ROCK ACCESS ROAD	250	TN	\$30.00	\$7,500.00
31. CONSTRUCT SILT FENCE	1,250	LF	\$2.50	\$3,125.00
32. CLEANOUT SILT FENCE	1,250	LF	\$1.25	\$1,562.50
33. CONSTRUCT END OF STREET DRAIN	1	EA	\$2,500.00	\$2,500.00
34. CONSTRUCT ROCK RIP-RAP - TYPE "C"	75	TN	\$43.00	\$3,225.00
CONTINGENCY	20%			\$59,388.40

Estimated Construction Costs: \$356,330.40

Estimated Soft Costs

Engineering Design and	
19.00% Construction Administration:	\$67,702.78
2.00% Geotechnical and Testing:	\$7,126.61
5.00% Legal:	\$17,816.52
5.00% Fiscal:	\$22,448.82
7.00% Interest:	\$32,999.76
12 Duration (Months)	

Total Estimated Soft Costs: 42% \$148,094.48

Total Estimated Costs: \$504,424.88

Bp

PAVING MINOR

Assumptions/Comments:

ASSUMED ROW TEMP SEEDED OUTSIDE OF PAVEMENT
(2070*32+10931*25)/43560

Estimated Construction Costs / SY Paving:

\$38.27

Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1. 7" CONCRETE PAVEMENT - TYPE L6	38,472	SY	\$29.00	\$1,115,688.00
2. COMMON EARTH EXCAVATION - SUBGRADE	12,824	CY	\$2.50	\$32,060.00
3. CONCRETE HEADER	90	LF	\$4.00	\$360.00
4. CONSTRUCT BARRICADE	3	EA	\$1,000.00	\$3,000.00
5. CONSTRUCT 12" CURB INLET	32	EA	\$2,700.00	\$86,400.00
6. ADJUST MANHOLE TO GRADE (7 ST, 39 SS)	46	EA	\$175.00	\$8,050.00
7. SEEDING - TYPE "TEMPORARY SEED MIX"	8	AC	\$300.00	\$2,340.00
8. CONSTRUCT CURB INLET PROTECTION	32	EA	\$275.00	\$8,800.00
9. JET EXISTING SANITARY SEWER	9,718	EA	\$1.00	\$9,718.00
10. "STOP" SIGN (24")	24	EA	\$225.00	\$5,400.00
11. SPEED LIMIT SIGN (18"X24")	3	EA	\$200.00	\$600.00
12. BIKE LANE SIGNAGE, STRIPING, AND MARKINGS	1	LS	\$8,000.00	\$8,000.00
CONTINGENCY	15%			\$192,062.40

Estimated Construction Costs:

\$1,472,478.40

Estimated Soft Costs

19.00% Engineering Design and Construction Administration:	\$279,770.90
2.00% Geotechnical and Testing:	\$29,449.57
5.00% Legal:	\$73,623.92
5.00% Fiscal:	\$92,766.14
7.00% Interest:	\$102,274.67
9 Duration (Months)	

Total Estimated Soft Costs:

39% \$577,885.19

Total Estimated Costs:

\$2,050,363.59

Bq

PAVING MINOR G.O.

Assumptions/Comments:

- ASSUMES ALL INTERSECTIONS ARE GO
- ASSUMES ALL CURB INLETS ARE GO

	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1	7" CONCRETE PAVEMENT - TYPE L6	5,900	SY	\$29.00	\$171,100.00
2	COMMON EARTH EXCAVATION - SUBGRADE	1,967	CY	\$2.50	\$4,916.67
3	CONCRETE HEADER	78	LF	\$4.00	\$312.00
4	CONSTRUCT BARRICADE	3	EA	\$1,000.00	\$3,000.00
5	CONSTRUCT 12' CURB INLET	32	EA	\$2,700.00	\$86,400.00
6	ADJUST MANHOLE TO GRADE (0 ST, 0 SS)	7	EA	\$175.00	\$1,225.00
7	SEEDING - TYPE "TEMPORARY SEED MIX"	8	AC	\$300.00	\$2,340.00
8	CONSTRUCT CURB INLET PROTECTION	32	EA	\$275.00	\$8,800.00
9	JET EXISTING SANITARY SEWER	9,718	EA	\$1.00	\$9,718.00
10	"STOP" SIGN (24")	24	EA	\$225.00	\$5,400.00
11	SPEED LIMIT SIGN (18"X24")	3	EA	\$200.00	\$600.00
12	BIKE LANE SIGNAGE, STRIPING, AND MARKINGS	1	LS	\$8,000.00	8,000
	CONTINGENCY	15%			\$45,271.75

Estimated Construction Costs: \$347,083.42

Estimated Soft Costs

Engineering Design and	
19.00% Construction Administration:	\$65,945.85
2.00% Geotechnical and Testing:	\$6,941.67
5.00% Legal:	\$17,354.17
5.00% Fiscal:	\$21,866.26
7.00% Interest:	\$24,107.55
9 Duration (Months)	

Total Estimated Soft Costs: 39% \$136,215.49

Total Estimated Costs: \$483,298.91

Br

PAVING MAJOR 114th Street Adjacent To Development

Assumptions/Comments:
ALL CONSTRUCTED IN PHASE 1



	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1	CLEARING AND GRUBBING GENERAL	0	LS	\$10,000.00	\$0.00
2	9" CONCRETE PAVEMENT - TYPE L6	0	SY	\$42.00	\$0.00
3	COMMON EARH EXCAVATION - SUBGRADE	0	CY	\$350.00	\$0.00
4	CONCRETE HEADER	0	LF	\$14.00	\$0.00
5	CONSTRUCT CONCRETE CURB RAMP	0	EA	\$200.00	\$0.00
6	PAINT PAVEMENT MARKING - WHITE(4")	0	LF	\$125.00	\$0.00
7	PAINT PAVEMENT MARKING - YELLOW(4") (10' - 30' SKIP)	0	LF	\$2.00	\$0.00
8	SEEDING	0	AC	\$3.07	\$0.00
9	TRAFFIC CONTROL	0	LS	\$8.00	\$0.00
10	UTILITY RELOCATION	0	LS	\$225.00	\$0.00
11	CONSTRUCT 18" R.C.P., CLASS III	0	LF	\$37.00	\$0.00
12	CONSTRUCT 18" R.C. FLARED END SECTION	0	EA	\$40.00	\$0.00
	CONTINEGENCY	20%			\$0.00

Estimated Construction Costs: \$0.00

Estimated Soft Costs



Engineering Design and	
19.00% Construction Administration:	\$0.00
2.00% Geotechnical and Testing:	\$0.00
5.00% Legal:	\$0.00
6.00% Fiscal:	\$0.00
7.00% Interest:	\$0.00
9 Duration (Months)	

Total Estimated Soft Costs: 0% \$0.00

Total Estimated Costs: \$0.00

CONTRIBUTION BY SARPY COUNTY 50% \$0.00

SIDEWALKS INTERIOR**Assumptions/Comments:**

-  ASSUMES 5' WIDE SIDEWALKS
 INCLUDES SIDEWALK ADJACENT TO OUTLOTS G,H, I, J, K

	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1.	CONSTRUCT 5" CONCRETE SIDEWALK	8,132	SF	\$3.75	\$30,495.00
2.	COMMON EARTH EXCAVATION- SUBGRADE	9,758	SF	\$1.00	\$9,758.40
3.	CONSTRUCT CONCRETE CURB RAMP W/ DETECTABLE WARNING PANEL	8	EA	\$900.00	\$7,200.00
	CONTINGENCY	15%			\$7,118.01

Estimated Construction Costs: \$54,571.41

Estimated Soft Costs

19.00%	Engineering Design and Construction Administration:	\$10,368.57
2.00%	Geotechnical and Testing:	\$1,091.43
5.00%	Legal:	\$2,728.57
5.00%	Fiscal:	\$3,438.00
7.00%	Interest:	\$5,053.86
	12 Duration (Months)	

Total Estimated Soft Costs: 42% \$22,680.42

Total Estimated Costs: **\$77,251.83**

B+

SIDEWALKS 114TH ST ADJACENT

Assumptions/Comments:

- ASSUMES ALL ADJACENT SIDEWALK TO PHASE 2 WILL BE CONSTRUCTED IN PHASE 2
- ASSUMES 5' WIDE SIDEWALKS
- ASSUMES ALL OF ADJACENT SIDEWALK IS GO

	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1 .	CONSTRUCT 5" CONCRETE SIDEWALK	6,323	SF	\$3.75	\$23,711.25
2 .	COMMON EARTH EXCAVATION- SUBGRADE	7,588	SF	\$1.00	\$7,587.60
	CONTINGENCY		15%		\$4,694.83

Estimated Construction Costs: \$35,993.68

Estimated Soft Costs

19.00%	Engineering Design and Construction Administration:	\$6,838.80
2.00%	Geotechnical and Testing:	\$719.87
5.00%	Legal:	\$1,799.68
5.00%	Fiscal:	\$2,267.60
7.00%	Interest:	\$3,333.37
	12 Duration (Months)	

Total Estimated Soft Costs: 42% \$14,959.33

Total Estimated Costs: \$50,953.01

Bu

SIDEWALKS G.O.

Assumptions/Comments:

- ASSUMES 5' WIDE SIDEWALKS
- ASSUMES SIDEWALK ADJACENT TO OUTLOTS H AND I DESIGNATED PARK AREAS IS G.O.

	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1	CONSTRUCT 5" CONCRETE SIDEWALK (4690 SF TOTAL)	1,760	SF	\$3.75	\$6,600.00
3	COMMON EARH EXCAVATION-SUBGRADE	2,112	SF	\$1.00	\$2,112.00
	CONTINGENCY	15%			\$1,306.80

Estimated Construction Costs: \$10,018.80

Estimated Soft Costs

19.00%	Engineering Design and Construction Administration:	\$1,903.57
2.00%	Geotechnical and Testing:	\$200.38
5.00%	Legal:	\$500.94
5.00%	Fiscal:	\$631.18
7.00%	Interest:	\$927.84
12	Duration (Months)	

Total Estimated Soft Costs: 42% \$4,163.91

Total Estimated Costs: \$14,182.71

Bv

PARKS AQUISITION

Assumptions/Comments:

- OUTLOTS H AND I, ARE DESIGNATED PARKS AREAS
- ASSUME UNIT PRICE IS 50% OF PURCHASE PRICE PER ACRE (\$37,500)
- Purchase Outlot F from lot 1 in Phase 2 (\$43,150)
- Areas in Floodway, FLOODPLAIN, 3:1+20 AND EASEMENTS are not eligible for reimbursement

	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1 .	OUTLOT H (9.86 Acres, 3.52 AC FLOODPLAIN, EASEMENTS)	6.34	AC	\$18,750.00	\$118,875.00
2 .	OUTLOT I (6.99 Acres, 2.79 AC Floodway)	4.20	AC	\$18,750.00	\$78,750.00
3	OUTLOT F (7.95 Acres, 3.53 FLOODPLAIN, EASEMENT, AND 3:1 +20)	4.42	AC	\$21,575.00	\$95,361.50

Estimated Construction Costs: \$292,986.50

Estimated Soft Costs

Engineering Design and	
10.00% Construction Administration:	\$29,298.65
5.00% Legal:	\$14,649.33
5.00% Fiscal:	\$16,846.72
7.00% Interest:	\$12,382.34
6 Duration (Months)	

Total Estimated Soft Costs: 25% \$73,177.04

Total Estimated Costs: \$366,163.54

PARKS IMPROVEMENTS

Assumptions/Comments:

- ASSUMES IMPROVEMENTS TO DESIGNATED PARK AREAS IN OUTLOTS F H, AND I
- TRAIL FROM PRAIRIE HILLS TO SOUTH PROPERTY LINE

	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1 .	CONSTRUCT 8' WIDE-6" THICK TRAIL	22,750	SF	\$4.00	\$91,000.00
2	SUBGRADE PREPARATION	320	CY	\$11.25	\$3,600.00
3	TREES	18	EA	\$300.00	\$5,400.00

Estimated Construction Costs: \$100,000.00

Estimated Soft Costs

Engineering Design and	
19.00% Construction Administration:	\$19,000.00
2.00% Geotechnical and Testing:	\$2,000.00
5.00% Legal:	\$6,050.00
5.00% Fiscal:	\$6,352.50
7.00% Interest:	\$9,338.18
12 Duration (Months)	

Total Estimated Soft Costs: 43% \$42,740.68

Total Estimated Costs: \$142,740.68

Bw

GOLD COAST ROAD PUBLIC IMPROVEMENTS-PARK PROPERTY

Assumptions/Comments:

- INCLUDES PAVING, STORM, WATER AND CONSPAN FOR GOLD COAST ROAD PUBLIC IMPROVEMENTS ADJACENT TO OUTLOT H & I
- ASSUMES PUBLIC IMPROVEMENTS TO GOLD COAST ROAD WITHIN PARK PROPERTY ARE 100% GO
- ASSUMES A 20' CONSPAN- COST FROM 1/3 OF ASPEN CREEK COST ESTIMATE

	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1	7" CONCRETE PAVEMENT - TYPE L6	2,427	SY	\$29.00	\$70,383.00
2	COMMON EARTH EXCAVATION - SUBGRADE	809	CY	\$2.50	\$2,022.50
3	CONSTRUCT 12' CURB INLET	2	EA	\$2,700.00	\$5,400.00
4	CONSTRUCT BARRICADE	1	EA	\$1,000.00	\$1,000.00
5	CONCRETE HEADER	38	LF	\$4.00	\$152.00
6	CONSTRUCT 24" R.C.P., CLASS III	58	LF	\$25.00	\$1,450.00
7	CONSTRUCT 24" R.C. FLARED END SECTION W/BAR GRATE	1	EA	\$750.00	\$750.00
8	CONSTRUCT 24" PIPE BEDDING	58	LF	\$5.00	\$290.00
	CONSTRUCT END OF MAIN HYDRANT, GATE VALVE AND TEE ASSEMBLY AND BACKING BLOCK	1	EA	\$3,900.00	\$3,900.00
9	CONSTRUCT 12" D.I.P.	617	LF	\$42.00	\$25,914.00
10	CONSTRUCT CONSPAN	1	EA	\$165,000.00	\$165,000.00
11	CONSTRUCT ENERGY DISSIPATOR	1	LS	\$15,000.00	\$15,000.00
12	CONSTRUCT RETAINING WALL	2,300	SF	\$25.00	\$57,500.00
13	CONTINGENCY	15.00%			\$52,314.23

Estimated Construction Costs: \$401,075.73

Estimated Soft Costs

Engineering Design and Construction Administration:	\$76,204.39
2.00% Geotechnical and Testing:	\$8,021.51
5.00% Legal:	\$24,265.08
5.00% Fiscal:	\$25,478.34
7.00% Interest:	\$37,453.15
12 Duration (Months)	

Total Estimated Soft Costs: 43% \$171,422.47

Total Estimated Costs: \$572,498.20

Bx

PARKS ACQUISITION G.O.

Assumptions/Comments:

- OUTLOTS H AND I ARE DESIGNATED PARKS AREAS
- ASSUME UNIT PRICE IS 50% OF PURCHASE PRICE PER ACRE
- ASSUMES HALF OF PARK ACQUISITION IS G.O.

	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1.	OUTLOTS H,I	10.54	AC	\$9,375.00	\$98,812.50
2.	OUTLOTS F	4.42	AC	\$10,787.50	\$47,680.75

Estimated Construction Costs: \$146,493.25

Estimated Soft Costs

Engineering Design and	
10.00% Construction Administration:	\$14,649.33
5.00% Legal:	\$7,324.66
5.00% Fiscal:	\$8,423.36
7.00% Interest:	\$6,191.17
6 Duration (Months)	

Total Estimated Soft Costs: 25% \$36,588.52

Total Estimated Costs: \$183,081.77

PARKS IMPROVEMENTS G.O.

Assumptions/Comments:

- ASSUMES PARK IMPROVEMENTS ARE GO

	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1.	CONSTRUCT 8' WIDE-6" THICK TRAIL	22,750	SF	\$4.00	\$91,000.00
2.	SUBGRADE PREPARATION	320	CY	\$11.25	\$3,600.00
3.	TREES	18	EA	\$300.00	\$5,400.00

Estimated Construction Costs: \$100,000.00

Estimated Soft Costs

Engineering Design and	
19.00% Construction Administration:	\$19,000.00
2.00% Geotechnical and Testing:	\$2,000.00
5.00% Legal:	\$6,050.00
5.00% Fiscal:	\$6,352.50
7.00% Interest:	\$9,338.18
12 Duration (Months)	

Total Estimated Soft Costs: 43% \$42,740.68

Total Estimated Costs: \$142,740.68

By

WATER INTERIOR

Assumptions/Comments:



Estimated Construction Costs / LF DIP:

\$51.33

Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1. CONSTRUCT 6" D.I.P.	2328	LF	\$24.00	\$55,872.00
2. CONSTRUCT 8" D.I.P.	6,969	LF	\$28.00	\$195,132.00
3. CONSTRUCT 12" D.I.P.	3,783	LF	\$42.00	\$158,886.00
CONSTRUCT END OF MAIN HYDRANT, GATE VALVE AND TEE ASSEMBLY AND BACKING BLOCK	3	EA	\$3,900.00	\$11,700.00
4. CONSTRUCT HYDRANT, GATE VALVE AND TEE ASSEMBLY	17	EA	\$4,300.00	\$73,100.00
5. CONSTRUCT 8"x8"x6" M.J. TEE ASSEMBLY AND BACKING BLOCK	3	EA	\$350.00	\$1,050.00
6. CONSTRUCT 8"x8"x8" M.J. TEE ASSEMBLY AND BACKING BLOCK	2	EA	\$375.00	\$750.00
7. CONSTRUCT 8"x8"x12" M.J. TEE ASSEMBLY AND BACKING BLOCK	0	EA	\$425.00	\$0.00
8. CONSTRUCT 12"x12"x6" M.J. TEE ASSEMBLY AND BACKING BLOCK	0	EA	\$425.00	\$0.00
9. CONSTRUCT 12"x12"x8" M.J. TEE ASSEMBLY AND BACKING BLOCK	2	EA	\$475.00	\$950.00
10. CONSTRUCT 12"x12"x12" M.J. TEE ASSEMBLY AND BACKING BLOCK	0	EA	\$600.00	\$0.00
11. CONSTRUCT 6" M.J. GATE VALVE AND BOX	12	EA	\$850.00	\$10,200.00
12. CONSTRUCT 8" M.J. GATE VALVE AND BOX	29	EA	\$1,150.00	\$33,350.00
13. CONSTRUCT 12" M.J. GATE VALVE AND BOX	14	EA	\$2,000.00	\$28,000.00
14. CONSTRUCT 8"x8" CROSS	2	EA	\$335.00	\$670.00
15. CONSTRUCT 12"x6" CROSS	2	EA	\$425.00	\$850.00
16. CONSTRUCT 12"x8" CROSS	4	EA	\$450.00	\$1,800.00
17. CONSTRUCT 12"x12" CROSS	1	EA	\$550.00	\$550.00
18. CONSTRUCT 8" x 90 DEGREE HORIZONTAL BEND WITH BACKING BLOCK	1	EA	\$350.00	\$350.00
19. CONSTRUCT 12" x 90 DEGREE HORIZONTAL BEND WITH BACKING BLOCK	0	EA	\$450.00	\$0.00
20. CONSTRUCT SILT FENCE	1,500	LF	\$2.50	\$3,750.00
21. CONSTRUCT CHLORINE TUBE	3	EA	\$1,800.00	\$5,400.00
22. CONSTRUCT SAMPLING TAP	12	EA	\$250.00	\$3,000.00
23. CONTINGENCY	15%			\$85,981.50

Estimated Construction Costs:

\$671,341.50

Estimated Soft Costs

Engineering Design and	
19.00% Construction Administration:	\$127,554.89
2.00% Geotechnical and Testing:	\$13,426.83
5.00% Legal:	\$33,567.08
5.00% Fiscal:	\$42,294.51
7.00% Interest:	\$46,629.70
9 Duration (Months)	

Total Estimated Soft Costs:

39% \$263,473.01

Total Estimated Costs:

\$934,814.51

B2

WATER OFFSITE

Assumptions/Comments:

REMOVED FROM COST ESTIMATE PER LETTER FROM MARK STURMSMA DATED JUNE 2 2014

	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1 .	CONSTRUCT 12" D.I.P.	0	LF	\$42.00	\$0.00
2	CONSTRUCT 12" PIPE BEDDING	0	EA	\$4.00	\$0.00
3	CONSTRUCT 12"x12"x12" M.J. TEE ASSEMBLY AND BACKING BLOCK	0		\$600.00	\$0.00
4	CONSTRUCT HYDRANT, GATE VALVE AND TEE ASSEMBLY	0		\$4,300.00	\$0.00
5	CONSTRUCT SILT FENCE	0	EA	\$550.00	\$0.00
	CONTINGENCY	15%			\$0.00

Estimated Construction Costs: \$0.00

Estimated Soft Costs

19.00%	Engineering Design and Construction Administration:	\$0.00
2.00%	Geotechnical and Testing:	\$0.00
5.00%	Legal:	\$0.00
5.00%	Fiscal:	\$0.00
7.00%	Interest:	\$0.00
	9 Duration (Months)	

Total Estimated Soft Costs: 0% \$0.00

Total Estimated Costs: \$0.00

Ca

WATER-CAPITAL FACILITY FEES-PAPILLION RESIDENTIAL**Assumptions/Comments:**

UNIT PRICE IS PER THE CITY OF PAPILLION MASTER FEE SCHEDULE FOR SINGLE FAMILY RESIDENTIAL DEVELOPMENT, EFFECTIVE OCT 1, 2015
 Add lot 88 from phase 1

Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1. RESIDENTIAL (SINGLE FAMILY)	149	EA	\$2,175.00	\$324,075.00
Estimated Construction Costs:				\$324,075.00
<u>Estimated Soft Costs</u>				
		Engineering Design and		
		2.00% Construction Administration:		\$6,481.50
		5.00% Legal:		\$16,203.75
		5.00% Fiscal:		\$17,338.01
		7.00% Interest:		\$19,115.16
		9 Duration (Months)		
Total Estimated Soft Costs:				18% \$59,138.42
Total Estimated Costs:				\$383,213.42

WATER-CAPITAL FACILITY FEES-PAPILLION PARK OR COMMON AREA**Assumptions/Comments:**

UNIT PRICE IS PER THE CITY OF PAPILLION MASTER FEE SCHEDULE FOR PARK OR COMMON AREA, EFFECTIVE OCT 1, 2014

Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1. OUTLOTS F,I	2.08	AC	\$6,080.00	\$12,646.40
1. OUTLOTS G,H - PARK AREAS	16.85	AC	\$6,080.00	\$102,448.00
Estimated Construction Costs:				\$115,094.40
<u>Estimated Soft Costs</u>				
		Engineering Design and		
		2.00% Construction Administration:		\$2,301.89
		5.00% Legal:		\$5,754.72
		5.00% Fiscal:		\$6,157.55
		7.00% Interest:		\$6,788.70
		9 Duration (Months)		
Total Estimated Soft Costs:				18% \$21,002.86
Total Estimated Costs:				\$136,097.26

C6

WATER INTERIOR G.O.

Assumptions/Comments:

- ASSUMES 1/2 OF WATER ADJACENT TO OUTLOT G AND H DESIGNATED
- PARK AREAS IS G.O.
- PRICE DIFFERENCE FOR PIPES LARGER THAN 8"

Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1. CONSTRUCT 6" D.I.P.	0	LF	\$24.00	\$0.00
2. CONSTRUCT 8" D.I.P.	352	LF	\$28.00	\$9,856.00
3. CONSTRUCT 12" D.I.P.	3,783	LF	\$14.00	\$52,962.00
4. CONSTRUCT END OF MAIN HYDRANT, GATE VALVE AND TEE ASSEMBLY A/	0	EA	\$3,900.00	\$0.00
5. CONSTRUCT HYDRANT, GATE VALVE AND TEE ASSEMBLY	2	EA	\$4,300.00	\$8,600.00
6. CONSTRUCT 8"x8"x6" M.J. TEE ASSEMBLY AND BACKING BLOCK	0	EA	\$350.00	\$0.00
7. CONSTRUCT 8"x8"x8" M.J. TEE ASSEMBLY AND BACKING BLOCK	0	EA	\$375.00	\$0.00
8. CONSTRUCT 8"x8"x12" M.J. TEE ASSEMBLY AND BACKING BLOCK	0	EA	\$50.00	\$0.00
9. CONSTRUCT 12"x12"x6" M.J. TEE ASSEMBLY AND BACKING BLOCK	0	EA	\$50.00	\$0.00
10. CONSTRUCT 12"x12"x8" M.J. TEE ASSEMBLY AND BACKING BLOCK	2	EA	\$100.00	\$200.00
11. CONSTRUCT 12"x12"x12" M.J. TEE ASSEMBLY AND BACKING BLOCK	0	EA	\$225.00	\$0.00
12. CONSTRUCT 6" M.J. GATE VALVE AND BOX	0	EA	\$850.00	\$0.00
13. CONSTRUCT 8" M.J. GATE VALVE AND BOX	0	EA	\$1,150.00	\$0.00
14. CONSTRUCT 12" M.J. GATE VALVE AND BOX	14	EA	\$850.00	\$11,900.00
15. CONSTRUCT 8"x8" CROSS	0	EA	\$335.00	\$0.00
16. CONSTRUCT 12"x6" CROSS	2	EA	\$425.00	\$850.00
17. CONSTRUCT 12"x8" CROSS	4	EA	\$25.00	\$100.00
18. CONSTRUCT 12"x12" CROSS	1	EA	\$125.00	\$125.00
19. CONSTRUCT 8" x 90 DEGREE HORIZONTAL BEND WITH BACKING BLOCK	0	EA	\$350.00	\$0.00
20. CONSTRUCT 12" x 90 DEGREE HORIZONTAL BEND WITH BACKING BLOCK	0	EA	\$100.00	\$0.00
21. CONSTRUCT SILT FENCE	0	LF	\$2.50	\$0.00
22. CONSTRUCT CHLORINE TUBE	3	EA	\$1,800.00	\$5,400.00
23. CONSTRUCT SAMPLING TAP	12	EA	\$250.00	\$3,000.00
CONTINGENCY	15%			\$13,948.95

Estimated Construction Costs: \$106,941.95

Estimated Soft Costs

Engineering Design and	
19.00% Construction Administration:	\$20,318.97
2.00% Geotechnical and Testing:	\$2,138.84
5.00% Legal:	\$5,347.10
5.00% Fiscal:	\$6,737.34
7.00% Interest:	\$7,427.92
9 Duration (Months)	

Total Estimated Soft Costs: 39% \$41,970.17

Total Estimated Costs: \$148,912.12

Cc

WATER-CAPITAL FACILITY FEES-PAPILLION G.O.

Assumptions/Comments:
 ↻ 50% OF TOTAL COST G.O.

	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1.	50% OF TOTAL IS G.O.	1	LS	\$191,606.71	\$191,606.71

Estimated Construction Costs: \$191,606.71

Total Estimated Costs: \$191,606.71

WATER-CAPITAL FACILITY FEES-PAPILLION PARK OR COMMON AREA

Assumptions/Comments:
 ↻ UNIT PRICE IS PER THE CITY OF PAPILLION MASTER FEE SCHEDULE FOR SINGLE FAMILY RESIDENTIAL DEVELOPMENT, EFFECTIVE OCT 1, 2014
 ↻ UNIT PRICE IS PER THE CITY OF PAPILLION MASTER FEE SCHEDULE FOR PARK OR COMMON AREA, EFFECTIVE OCT 1, 2014
 ASSUMES 50% OF PARK AREAS GO

	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1.	50% OF TOTAL IS G.O.	1.00	LS	\$68,048.63	\$68,048.63

Estimated Construction Costs: \$68,048.63

Total Estimated Costs: \$68,048.63

Cd

POWER**Assumptions/Comments:**

Add lot 88 from Phase 1

	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1.	ASHBURY CREEK RESIDENTIAL LOTS 88-236	149	EA	\$1,350.00	\$201,150.00

Estimated Construction Costs: \$201,150.00

Estimated Soft Costs

19.00%	Engineering Design and Construction Administration:	\$38,218.50
5.00%	Legal:	\$10,057.50
5.00%	Fiscal:	\$12,471.30
7.00%	Interest:	\$13,749.61
9	Duration (Months)	

Total Estimated Soft Costs: 37% \$74,496.91

Total Estimated Costs: \$275,646.91

Ce

Civil Defense Siren

Assumptions/Comments:
 ASSUMES ALL COST FOR CIVIL DEFENSE SIREN IS G.O.
 ASSUMES FUTURE SID CONTRIBUTES 1/2 TOTAL COST

	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1.	CIVIL DEFENSE SIREN	1	LS	\$30,000.00	\$30,000.00
	CONTINENGENCY	15%			\$4,500.00

Estimated Construction Costs: \$34,500.00

Estimated Soft Costs

Engineering Design and
 19.00% Construction Administration: \$6,555.00
 5.00% Legal: \$2,052.75
 5.00% Fiscal: \$2,155.39
 7.00% Interest: \$3,168.42
 12 Duration (Months)

Total Estimated Soft Costs: 40% \$13,931.56

Total Estimated Costs: \$48,431.56

CONTRIBUTION BY FUTURE SID 50% \$24,215.78

CF

Plan Review Fee

Assumptions/Comments:



	Bid Item Description	Construction Cost	Plan Review Fee	Total
1.	SANITARY SEWER - INTERIOR	\$624,206.78	1.00%	\$6,242.07
2.	SANITARY SEWER - OUTFALL	\$0.00	1.00%	\$0.00
3.	STORM SEWER	\$356,330.40	1.00%	\$3,563.30
4.	PAVING MINOR	\$1,472,478.40	1.00%	\$14,724.78
5.	PAVING COLLECTOR	\$0.00	1.00%	\$0.00
6.	PAVING MAJOR 114th Street Adjacent To Development	\$0.00	1.00%	\$0.00
7.	SIDEWALKS INTERIOR	\$54,571.41	1.00%	\$545.71
8.	PARKS IMPROVEMENTS	\$100,000.00	1.00%	\$1,000.00
9.	WATER INTERIOR	\$671,341.50	1.00%	\$6,713.42
10.	WATER OFFSITE	\$0.00	1.00%	\$0.00
11.	WATER CAD MODELING			\$2,800.00

Estimated Construction Costs: \$35,589.28

Estimated Soft Costs

5.00% Fiscal: \$1,779.46

7.00% Interest: \$2,615.81

12 Duration (Months)

Total Estimated Soft Costs: 12% \$4,395.28

Total Estimated Costs: \$39,984.56

2015-31894 C

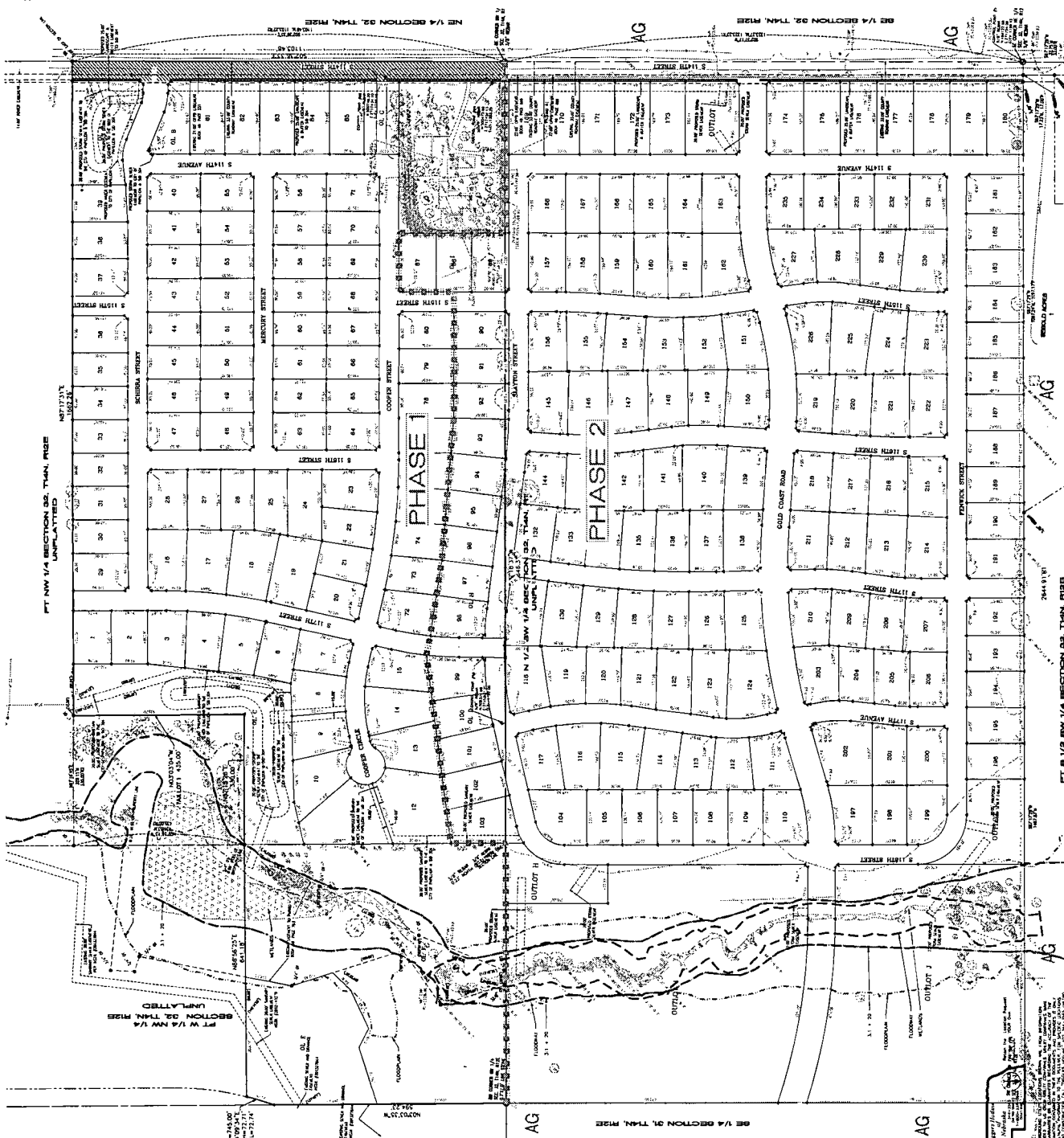
FINAL PLAN PHASING EXHIBIT

ASHBURY CREEK SARPY COUNTY, NEBRASKA

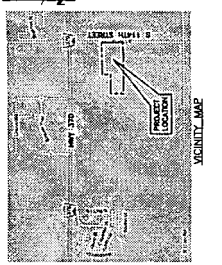
LAMP RYNEARSON & ASSOCIATES CONSULTANTS
1417 West Dodge Road, Suite 103
Omaha, Nebraska 68154-2027
402.499.2730

EXHIBIT H

SANITARY AND IMPROVEMENT DISTRICT NO. 304, SARPY COUNTY, NEBRASKA ASHBURY CREEK



- LEGEND**
- PROPERTY LINE
 - PROPOSED 12' WIDE SIDEWALK
 - PROPOSED 4' WIDE SIDEWALK
 - PROPOSED 6' WIDE SIDEWALK
 - PROPOSED 8' WIDE SIDEWALK
 - PROPOSED 10' WIDE SIDEWALK
 - PROPOSED 12' WIDE SIDEWALK
 - PROPOSED 14' WIDE SIDEWALK
 - PROPOSED 16' WIDE SIDEWALK
 - PROPOSED 18' WIDE SIDEWALK
 - PROPOSED 20' WIDE SIDEWALK
 - PROPOSED 22' WIDE SIDEWALK
 - PROPOSED 24' WIDE SIDEWALK
 - PROPOSED 26' WIDE SIDEWALK
 - PROPOSED 28' WIDE SIDEWALK
 - PROPOSED 30' WIDE SIDEWALK
 - PROPOSED 32' WIDE SIDEWALK
 - PROPOSED 34' WIDE SIDEWALK
 - PROPOSED 36' WIDE SIDEWALK
 - PROPOSED 38' WIDE SIDEWALK
 - PROPOSED 40' WIDE SIDEWALK
 - PROPOSED 42' WIDE SIDEWALK
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 - PROPOSED 90' WIDE SIDEWALK
 - PROPOSED 92' WIDE SIDEWALK
 - PROPOSED 94' WIDE SIDEWALK
 - PROPOSED 96' WIDE SIDEWALK
 - PROPOSED 98' WIDE SIDEWALK
 - PROPOSED 100' WIDE SIDEWALK



NOTES:
1. ALL LOTS ARE TO BE DEVELOPED IN PHASE 1 OR PHASE 2.
2. ALL LOTS ARE TO BE DEVELOPED IN PHASE 1 OR PHASE 2.
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9. ALL LOTS ARE TO BE DEVELOPED IN PHASE 1 OR PHASE 2.
10. ALL LOTS ARE TO BE DEVELOPED IN PHASE 1 OR PHASE 2.