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*Floyd J. Dowling*

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SUBDIVISION AGREEMENT

THIS AGREEMENT made this 10<sup>th</sup> day of JULY, 2013, by and between **B.H.I. DEVELOPMENT, INC.**, a Nebraska corporation, (hereinafter referred to as "DEVELOPER"), **SANITARY AND IMPROVEMENT DISTRICT NO. 293 OF SARPY COUNTY, NEBRASKA**, (hereinafter referred to as "DISTRICT") and the **CITY OF PAPIILLION**, a municipal corporation, (hereinafter referred to as "CITY").

WITNESSETH:

WHEREAS, DEVELOPER is the owner of the parcel of land described in Exhibit "A", attached hereto, which area to be developed is within CITY'S zoning and platting jurisdiction; and

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

WHEREAS, DEVELOPER and CITY acknowledge that Public Improvements for the Development Area will be constructed in phases as described in Section XI; and

WHEREAS, DEVELOPER has requested CITY to forbear from annexing the Development Area until after August 1, 2018, to allow for construction of Public Improvements through Sanitary and Improvement DISTRICT No. 293 created by DEVELOPER (hereinafter referred to as "DISTRICT"); and

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

WHEREAS, DEVELOPER 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:

*Recd City of Papillion*

- A. **“Cost(s)” or “entire cost”**, being used interchangeably, of each “Private Improvement” or “Public Improvement” shall mean all construction costs, engineering fees, design fees, attorneys’ fees, inspection fees and testing expenses, publication costs, financing costs (which shall include interest) and all other related or miscellaneous costs or expenses incurred by DEVELOPER in connection with the Private Improvements or any 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 or DEVELOPER or DISTRICT individually, and **“Parties”** shall mean CITY, DEVELOPER, and DISTRICT collectively.
- E. **“Plat”** shall mean the final plan of the plat, subdivision or dedication of land prepared for filing or recording in accordance with these regulations.
- F. **“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.
- G. **“Property specially benefited”** shall mean property benefited from 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.
- H. **“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 and CITY agree that the credit or funds of DISTRICT shall be used for the construction of the following Public Improvements:

- A. Grading of street right-of-way except for initial site grading which shall be done privately. Initial site grading shall include adjacent or abutting street right-of-way.
- B. Construction of and concrete paving of all streets dedicated per plat as shown on Exhibit “C” including the deceleration lane along HWY 370 at 120<sup>th</sup> Street and driveway relocation for adjoining properties.
- 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 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 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 the CITY.
- J. An outfall sewer to serve the area known as the Western Springs Outfall Sewer.
- K. Emergency Vehicle Preemption device to be installed on traffic signal arms.
- L. A civil defense and storm warning system.
- M. Permanent piping for sediment basin and detention ponds.
- N. Construction of the trails and sidewalks along 120th Street, through Outlots B, C and D and adjacent to Lots 32 through 45 as shown on Exhibit "F".
- O. Landscaping/Hardscaping within dedicated street right-of-ways that are designated in the Comprehensive Plan as arterials or collectors as shown on Exhibit "F".
- P. Off-site easement acquisitions.
- Q. Contribution of \$405,677.49 (the amount identified in Exhibit "G") to previously completed HWY 370 Improvements.
- R. Contribution to CITY's water infrastructure project as detailed in a separate Construction and Reimbursement Agreement.

**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 Section II. 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 the City Council.

**Section IV.**

**Apportionment of Costs**

The Parties agree that the cost of the Public Improvements constructed by DISTRICT within the Development Area as authorized by Section II, 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. Construction overruns and/or change orders totaling up to ten (10%) percent 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 the City Administrator and the City Engineer, the total cost of the work may be added to the contract and Exhibit "G". If the work is not approved by the City Administrator and City Engineer, the cost of the work shall be included in the statements of cost and specially assessed evenly against the DISTRICT'S assessable property or the cost of the work shall be privately financed. In no case shall the general obligation costs of DISTRICT exceed \$4,602,772.54 (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.

- A. Street Right-of-Way Grading. One hundred percent (100%) of the entire cost of grading street right-of-way including intersection shall be paid for by DEVELOPER, except that grading associated with coring of streets and backfilling after paving may be performed by the 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 width in excess of twenty-five (25) feet exclusive of curb and gutters and street intersections shall be borne by general obligation.
- 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: 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.

- 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 will be paid by special assessment against the property specially benefited, except that the following costs shall be borne by general obligation: 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 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 hydrant and control valves and the location of the hydrant 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 shall be borne by general obligation of DISTRICT, except that 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 generally obligated 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. DISTRICT shall install decorative lighting at the locations identified on Exhibit "F". DISTRICT shall pay the cost in excess of the standard lighting cost. One hundred (100%) percent of the cost differential shall be borne by general obligation. The cost of contract charges paid to the Omaha Public Power District for lighting of public streets shall be paid out of the DISTRICT'S General Fund.
- F. Capital Facilities Charges. DEVELOPER shall pay to CITY Capital Facilities Charges in the amount of \$508,162.23 based on 110 residential lots at \$1,970 per lot (\$216,700) plus 7.44 acres of outlots at \$5,515 per acre (\$41,031.60) plus 44.521 acres of Mixed Use at \$5,625 per acre (\$250,430.63), less a 25% credit for exterior water main extension of \$127,040.56, for a net charge of \$381,121.67. Not less than fifty percent (50%) of gross Capital Facilities Charges paid to CITY shall be specially assessed against property served. CITY shall provide DEVELOPER with an invoice for the Capital Facilities Charges after City Council approves the Final Plat. **Capital Facilities Charges shall be paid prior to issuance of any building permits.**

DEVELOPER acknowledges that the Capital Facility Charges for the Mixed Use lot area is based on the Commercial rate (\$5,515 per acre) rather than the Multi-Family Residential rate (\$6,000 per acre). If any portion of the Mixed Use District is developed as any of the Residential

Use Types specified in the Mixed Use Development Agreement Permitted Uses List, DEVELOPER agrees to pay CITY the \$485 per acre cost differential between the two rates. Such payment shall be made prior to the issuance of any building permits for said lot.

- G. **Outfall Sewer.** One hundred percent (100%) of the DISTRICT'S portion of the cost share for the Western Springs Outfall Sewer shall be borne by general obligation. DISTRICT shall be reimbursed for costs attributable to such sewer from the Western Springs Outfall Fund after CITY'S existing obligations for reimbursements to SID 275, FMR YNACIO I, LLC, and SID 290 have been paid. Such agreement is more particularly described in the Interlocal Cooperation Agreement for the Western Springs Outfall Sewer which said DISTRICT shall enter into with CITY.
- H. **Dedicated Open Space Acquisition.** Dedicated open space acquisition shall be borne by general obligation as specified on Exhibit "H".
- I. **Emergency Vehicle Preemption.** One hundred percent (100%) of the cost of the Emergency Vehicle Preemption device to be installed on traffic signal arms shall be borne by general obligation.
- J. **Civil Defense Siren.** If civil defense coverage for the entire Development Area is not already available, civil defense sirens in the number, type and specifications as determined by the City Administrator in conjunction with the Director of the Sarpy County Civil Defense Agency shall be installed prior to the issuance of any occupancy permit for any structure built in said Development Area. The cost for said civil defense sirens shall be borne by general obligation. If existing coverage is available, subdivision will pay its pro-rata share of the siren cost based on the areas of coverage as determined by the City Engineer.
- K. **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), 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 shall be borne by general obligation until such time as the Public Improvements serviced by each basin have been completed. DEVELOPER, their 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. CITY shall not have any responsibility for maintenance or repair of any such facility located within the Development Area. 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 DEVELOPER and 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, their successors and assigns (excluding DISTRICT) shall assume all maintenance responsibilities.

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- L. Trail/Sidewalks. One hundred percent (100%) of the entire cost of the trail/sidewalk installation shall be borne by general obligation. When the adjoining land to the east of 120<sup>th</sup> Street develops, CITY shall require that DISTRICT be reimbursed for fifty percent (50%) of the entire cost attributable to the trail located within the eastern portion of the 120<sup>th</sup> Street right-of-way by the subdivider(s) of the adjoining land.
  - M. Landscaping/Hardscaping. One hundred percent (100%) of the entire cost of the landscaping/hardscaping shall be borne by general obligation.
  - N. Off-Site Easements. One hundred percent (100%) of the entire cost of obtaining the off-site easements for the outfall sewer shall be borne by general obligation (excluding any cost associated with an appeal by a condemnee).

### **Section V.**

#### **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:
  - 1. 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 approval shall be paid for privately or specially assessed.
  - 2. 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 approval shall be paid for privately or specially assessed.
  - 3. 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.

4. Additional service fees may be considered by the Mayor and Papillion 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.
5. 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:

1. 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.
2. 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.
3. 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.
4. 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 and capital facilities charges. No fees shall be charged on any warrant issued by DISTRICT for accrued interest payments.

C. DISTRICT'S Fiscal Agent(s) shall for the placement of warrants issued by DISTRICT, receive a fee not to exceed five percent (5%) of warrants issued.

1. 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.

The Parties agree that all costs not described within this Agreement 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 schedules outlined above shall be paid for privately or specially assessed evenly among all the assessable lots.

**Section VI.**

**Dedicated Park Land**

All land proposed to be sold to DISTRICT for dedicated park land shall be consistent with the Papillion Parks Plan and of a size and location mutually agreed upon by CITY and DEVELOPER. The Parties agree that dedicated park land shall consist of the land identified on Exhibit "H". Such dedicated park land shall be financed in the following manner:

- A. The price to be paid for any dedicated park land within DISTRICT shall not exceed fifty percent (50%) of DEVELOPER'S raw land purchase price; and
- B. Any undevelopable land encumbered by utility easements may be donated to DISTRICT if mutually agreeable by DEVELOPER and CITY; and
- C. All open drainage ways (i.e., natural or manmade watercourses, ditches or the like for draining water from an area) shall be donated to DISTRICT; and
- D. All professional services fees shall not exceed those outlined in Section V.

The Parties further agree that the DISTRICT shall not accept any donation of land other than the land specified on Exhibit "H".

**Section VII.**

**Covenants by CITY**

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

**Section VIII.**

**Covenants by DEVELOPER and DISTRICT**

DEVELOPER and DISTRICT covenant and agree that:

- A. DISTRICT shall abide by and incorporate into all of its construction contracts the provisions required by the regulations of the 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 City Engineer determines that the bid procurement documents are properly formatted.
- D. DISTRICT shall forward all weekly construction tests and observation logs to the City of Papillion Public Works Director and 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.
- 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 City Engineer.
- G. After bids for Public Improvements are received and prior to award of said bids, DISTRICT'S Engineer shall provide a document that details the itemized split of general obligation and special assessment costs to City Engineer.
- 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.
- 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:
1. A schedule of the proposed special assessments;
  2. A plat of the area to be assessed;
  3. A full and detailed statement of the entire cost of each type of Public Improvement, which statement or statements shall separately show:
    - a) The amount paid to contractor;
    - b) The amount paid to DISTRICT'S Engineer(s) which shall include a complete and itemized log of work hours, testing expenses and all reimbursable that shall be broken down into corresponding service (design, observation, testing, surveying, etc.);

- c) The amount paid to DISTRICT'S Attorney(s);
  - d) The amount paid to DISTRICT'S Fiscal Agent(s); and
  - e) The amount paid for penalties, forfeitures or default charges; and
4. 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/or converted to bonded debt:
- M. On or about June 1 of each year following the issuance of DISTRICT bonds, the DISTRICT'S fiscal agent shall deliver to the Finance Director for review and approval, a cash flow projection by year for a fifteen (15) year period. 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/or 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. 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. 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 the gross acreage of the lot(s) for which the building permit is requested and shall be due prior to the issuance of the building permit.
- C. Maintenance of Detention Facilities and Water Quality and Quantity Controls. DEVELOPER, its successors, or 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. CITY shall not have any responsibility for maintenance or repair of any such facility located within the Development Area.
- D. Fire Hydrants. DISTRICT shall be responsible for flow testing all fire hydrants installed for the Development Area to determine the flow rate and pressure for each hydrant. DISTRICT shall be responsible for painting the fire cap hydrants the appropriate color as designated by the Public Works Department to identify their respective pressure zones.
- E. One Call Services.
  - 1. The Parties mutually agree that DISTRICT'S engineers will provide public water main and sanitary sewer line locating services as received over the One Call System as well as any other utilities that CITY or DISTRICT is responsible for and which are located within the Development Area.
  - 2. DISTRICT agrees to reimburse CITY for any intervention or action that CITY is required to take to address damage to the water and sanitary sewer systems that results from DISTRICT'S failure to properly perform One Call System locates. Such reimbursement shall include, but not be limited to, any costs associated with supplies, equipment, and labor required as part of the intervention or action to correct the damage. DISTRICT shall reimburse CITY within 30 days of receipt of the invoice.
  - 3. DISTRICT agrees that payment to DISTRICT'S engineers will not exceed a maximum of \$45 per locate. DISTRICT agrees to provide CITY with copies of all One Call Service locate requests, invoices related to One Call Services, and payments for One Call Services within 30 days of request of CITY to allow CITY to confirm that this provision is being met.
- F. 120<sup>th</sup> Street. DISTRICT shall be responsible for proportional cost sharing for the improvement of 120<sup>th</sup> Street. DISTRICT shall enter into an Interlocal Cooperation Agreement with Sarpy County for the improvement of 120<sup>th</sup> Street. If Sarpy County's portion of the cost sharing for said improvement is not obtained, DEVELOPER and DISTRICT agree that such portion shall be privately financed by DEVELOPER or specially assessed by DISTRICT.

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- G. 126<sup>th</sup> Street Contribution. DISTRICT shall be responsible for proportional cost sharing for the improvement of 126<sup>th</sup> Street. Such responsibility shall be detailed in an amendment to the Subdivision Agreement at the time that 126<sup>th</sup> Street is dedicated. DISTRICT shall also enter into any Interlocal Cooperation Agreement required for the improvement of 126<sup>th</sup> Street.
  - H. Temporary Barricades for 120<sup>th</sup> Street. DISTRICT shall install and maintain temporary barricades for 120<sup>th</sup> Street at Slayton Street until such time that 120<sup>th</sup> Street is improved to provide a connection to a collector or arterial street.
  - I. Access Restrictions for Minor Streets. Access to the minor streets shall be restricted as identified on Exhibit "I".
  - J. Driveway Relocation for Adjoining Properties. DEVELOPER shall be responsible for relocating the driveway accesses for Walnut Hill, Walnut Hill 2, Tax Lot 6 Section 3, T14N, R12E. Such relocation shall be in alignment with Richland Drive. The driveway shall be provided with a full twenty-five (25') foot width concrete approach.
  - K. Release of NDOR Easement. DEVELOPER shall be responsible for obtaining a release of the Nebraska Department of Roads (NDOR) easement granted for Lot 1, Walnut Hill upon completion of the driveway relocation. DEVELOPER shall provide CITY with a copy of the recorded release.
  - L. 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.
  - M. 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.
  - N. Storm Sewer Discharge. DEVELOPER shall be responsible for ensuring that the storm sewer discharge from Basins #2 and #3 and 120<sup>th</sup> Street does not cause off-site instability and stream degradation. Methods for addressing such concerns shall be included as part of the final construction design provided to the City Engineer. Parties agree that the contributing discharge flow from the public right-of-way is proportionally very small in relationship to the private property being served. Therefore, any claims or additional improvements/easements required outside those proposed at the time of final plat shall be the responsibility of DEVELOPER.
  - O. Building Permits. The Parties agree that building permits will not be issued for any single-family residences or building within the Mixed Use Development until installation of all public improvements to service Ashbury Farm is complete.
  - P. 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.
  - Q. Wastewater Service Agreement Exhibits. The DEVELOPER shall be responsible for providing all exhibits required for the amendment to the CITY's Wastewater Sewer Agreement with the City of Omaha as requested by CITY.
  - R. Sculptures in Right-of-Way. CITY acknowledges that DEVELOPER wishes to install sculptures within the 120<sup>th</sup> Street right-of-way. Such right-of-way shall be under the jurisdiction

of Sarpy County until annexation. DEVELOPER agrees to request a lease agreement with Sarpy County to allow the installation of sculptures in the right-of-way. Such lease agreement shall (i) be with the DEVELOPER and not the DISTRICT, (ii) be drafted such that the lease will transfer from Sarpy County to CITY at the time of annexation; (iii) make the DEVELOPER fully financially and legally responsible for any claims that may result from any damage, injury, or loss sustained either to or by the sculptures, and (iv) shall release Sarpy County, and subsequently CITY, from any financial and legal responsibilities for any claims that may result from any damage, injury, or loss sustained either to or by the sculptures. If Sarpy County declines to enter into the lease, DEVELOPER agrees that sculptures shall not be installed in the right-of-way.

- S. 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) required to provide for the reimbursement of expenses related to public improvements.
- T. 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.
- U. As-Built Drawings. DEVELOPER 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.
- V. Outfall Sewer Interlocal Cooperation Agreement. DISTRICT and DEVELOPER acknowledge that DISTRICT is entering into an Interlocal Cooperation Agreement with CITY for construction of a portion of the Western Springs Outfall Sewer. Said agreement establishes that DISTRICT will pay 100% of the cost of the installation of the Western Springs Outfall Sewer including the acquisition of both permanent and temporary easements necessary to construct the Western Springs Outfall Sewer by purchase, condemnation or otherwise. In the event the condemnee appeals any condemnation award associated with the acquisition of said easements, DEVELOPER agrees to pay all costs of such appeal to any court, including but not limited to, the court's condemnation award, interest, attorney's fees appraisal fees, and court costs and legal fees.

**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 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.

**Section XI.**

**Phasing of Public Improvements**

CITY, DEVELOPER, and DISTRICT agree that the Public Improvements for the platted area shall be constructed in phases as shown on Exhibit "J". Phase 1 improvements shall be installed within one (1) year of the date hereof. Phases 2 and 3 shall be installed as determined to be fiscally responsible by DISTRICT'S Fiscal Agent. DEVELOPER agrees that ownership of the lots within a phase shall not be transferred until all Public Improvements required for that phase are complete.

CITY agrees that where phased construction is contemplated CITY will delay registration on said warrants with the County Treasurer in proportion to the area of the individual phases. In no case shall registration be delayed past the time when final construction plans of any phase are submitted to CITY for approval.

DEVELOPER and DISTRICT acknowledge that no building permits shall be issued within a phase until all Public Improvements associated with the phase are constructed.

DEVELOPER and DISTRICT agree that construction phasing shall be consistent with the costs as shown in the Source and Use of Funds.

**Section XII.**

**Mixed Use Development**

Lots 111 through 121, inclusive, of the Development Area will be rezoned from Agricultural (AG) to a Mixed Use District (MU). According to the provisions of Article XXII of the City Zoning Ordinance and for purposes of that portion rezoned Mixed Use District, the Parties agree as follows:

- A. Approval Required. Prior to the issuance of any building permit on Lots 111 through 121, inclusive, the Developer shall submit to City Council and receive approval of either a Mixed Use Development Agreement or a special use permit in accordance with Section 205-124 of the Papillion Code.
- B. Permitted Uses. The Mixed Use District shall be developed in accordance with the permitted uses list set forth in Exhibit "K". The permitted uses list shall be incorporated into any Mixed Use Development Agreement, and as such is subject to review and amendment.

**Section XIII.**

**Annexation**

- A. Timing of Annexation. CITY agrees to forbear from annexing the Development Area until after August 1, 2018, to allow for construction of Public Improvements through DISTRICT.
- B. 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 the Papillion City Council.

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

1. 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;
2. 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;
3. 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 Fiscal Agent, to provide all records of every kind pertaining to DISTRICT to CITY;
4. That should CITY annex the entire area of DISTRICT prior to the 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;
5. CITY shall be liable for and recognize, assume, and carry out all valid contracts and obligations of DISTRICT;
6. CITY shall provide inhabitants of the Development Area so annexed with substantially the services of other inhabitants of CITY as soon as practicable; and
7. The laws, ordinances, powers and government of CITY shall extend over the Development Area so annexed.

D. Partial Annexation. The Parties mutually agree that in the event CITY shall annex 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 strictly on the basis of 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.

In the case of a partial annexation of the Development Area, DISTRICT agrees to provide CITY with 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 within the timeframes established by Section XIII-C.



Any partial annexation shall comply with the provisions of Section 31-766 R.R.S., Nebraska.

**Section XIV.**

**Miscellaneous Provisions**

- A. Agreement Binding. The provisions of this Agreement shall run with the land in favor of and for the benefit of CITY and shall be binding upon present and all successor owners of the real estate described in the attached Exhibit "A".
- 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. 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. Nebraska law will govern the terms and the performance under this Agreement.
- D. 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.
- E. 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.
- F. Assignment. Neither this Agreement nor any obligations hereunder shall be assigned without the express written consent of CITY which may be withheld in CITY'S sole discretion.
- G. 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.
- H. Modification by Agreement. This Agreement may be modified only by a written agreement, executed by all Parties; provided that the Parties agree to 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.
- I. 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:

Q

1. For DEVELOPER: B.H.I. Development, Inc.  
11205 S. 150<sup>th</sup> Street, Suite 100  
Omaha, NE 68138  
Attn: Gerald L. Torczon, President

2. For DISTRICT: Sanitary and Improvement District  
No. 293 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: PANSING HOGAN ERNST & BACHMAN LLP  
10250 Regency Circle, Suite 300  
Omaha, NE 68114 Attn: John Q. Bachman

3. 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

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

J. 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.

K. 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.

ATTEST:

CITY OF PAPILLION, a Nebraska  
Municipal Corporation

  
\_\_\_\_\_  
Elizabeth Butler, City Clerk

By   
\_\_\_\_\_  
David P. Black, Mayor



**SUBDIVISION AGREEMENT  
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VI	Dedicated Park Land
VII	Covenants by CITY
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X	Outlots in Private Ownership
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B	Plat
C	Streets and Storm Sewer
D	Sanitary and Water
E	Sediment and/or Detention
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T

# EXHIBIT A

## Legal Description

Tax Lots 3, 4, 5, and 6, in the West half of the Northeast Quarter, TOGETHER WITH, part of the East Half of the Northeast Quarter, all in Section 31, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, the entire parcel described as follows:

Commencing at a 2" Brass Cap stamped "Sarpy County Govt. Corner" at the northeast corner of the Northeast Quarter of said Section 31;

Thence South 03°03'35" East (north line of the Northeast Quarter bears North 87°16'35" East) for 71.10 feet along the east line of the Northeast Quarter of said Section 31, to a 5/8" rebar with 1 1/4" yellow plastic cap stamped LS 692 on the south right of way line of the State of Nebraska Highway 370, and the TRUE POINT OF BEGINNING;

Thence South 03°03'35" East for 2575.80 feet to a limestone at the southeast corner of the Northeast Quarter of said Section 31;

Thence South 87°14'49" West for 1990.35 feet along the south line of the Northeast Quarter of said Section 31 to a 5/8" rebar at the southwest corner of said Tax Lot 3;

Thence North 02°56'43" West for 2549.83 feet along the west line of said Tax Lot 3 to a 5/8" rebar on the south right of way line of the State of Nebraska Highway 370;

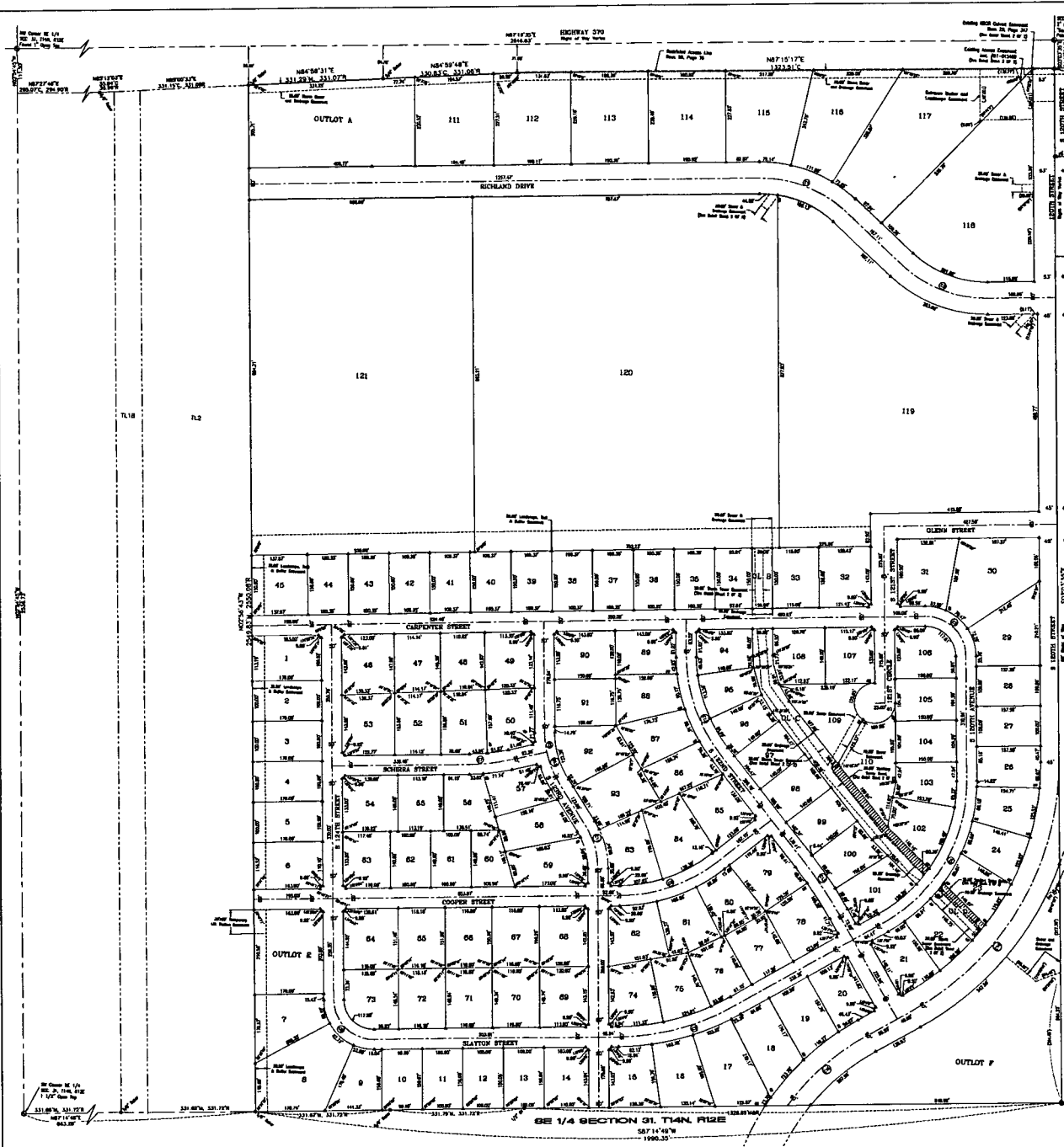
Thence along said south right of way line of the State of Nebraska Highway 370 for the following three (3) courses;

1. Thence North 84°58'31" East for 331.29 feet to a 5/8" rebar;
  2. Thence North 84°59'46" East for 330.83 feet to a 5/8" rebar with 1 1/4" yellow plastic cap stamped LS 692;
  3. Thence North 87°15'17" East for 1323.51 feet to the Point of Beginning.
- Contains 117.347 acres.

2-25-2013

LAMP, RYNEARSON & ASSOCIATES, INC.

L/ENG/0112043/Survey/Text/Plat Legal Revised 2-25-13.docx



LOCATED IN:  
 NE 1/4 NE 1/4 SEC. 31-14-12  
 NE 1/4 NE 1/4 SEC. 31-14-12  
 NE 1/4 NE 1/4 SEC. 31-14-12  
 NE 1/4 NE 1/4 SEC. 31-14-12

# ASHBURY FARM

Lots 1 through 121 and Outlots A through F, ASHBURY FARM, being a platting of Tax Lots 3, 4, 5 and 6 in the West 1/2 of the Northeast Quarter, TOGETHER WITH part of the East 1/2 of the Northeast Quarter, all in Section 31, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska.

- LEGEND**
- OPEN TOP PIPE
  - CORNER POINT
  - △ CORNER NOT QU'Y BEING 1/4"
  - YELLOW POINT OF STAKES 12-100
  - UNLESS NOTED OTHERWISE
  - SECTION LINE
  - SECTION CORNER
  - BOUNDARY LINE
  - EASEMENT LINE
  - LOT LINE
  - EASEMENT LINE
  - DESIGNATED ACCESS LINE
  - SHARED ROAD EASEMENT

**LAND SURVEYOR'S CERTIFICATE**

I, LAMP RYNE CARSON, being a duly qualified and licensed land surveyor in the State of Nebraska, do hereby certify that I have personally examined the field notes and computations of the above described plat and find that the same are correct and conform to the laws of the State of Nebraska, and that the same have been prepared and reduced to this plat in accordance with the laws of the State of Nebraska, and that the same are true and correct.

Dated this 12th day of May, 2013.

LAMP RYNE CARSON  
 State of Nebraska, L.S. 983



**DEDICATION**

THE UNDERSIGNED, LAMP RYNE CARSON, being a duly qualified and licensed land surveyor in the State of Nebraska, do hereby certify that I have personally examined the field notes and computations of the above described plat and find that the same are correct and conform to the laws of the State of Nebraska, and that the same have been prepared and reduced to this plat in accordance with the laws of the State of Nebraska, and that the same are true and correct.

Dated this 12th day of May, 2013.

LAMP RYNE CARSON  
 State of Nebraska, L.S. 983

**ACKNOWLEDGEMENT OF NOTARIES**

I, \_\_\_\_\_, Notary Public for the State of Nebraska, do hereby certify that I have personally examined the field notes and computations of the above described plat and find that the same are correct and conform to the laws of the State of Nebraska, and that the same have been prepared and reduced to this plat in accordance with the laws of the State of Nebraska, and that the same are true and correct.

Dated this 12th day of May, 2013.

Notary Public for the State of Nebraska

**COUNTY TREASURER'S CERTIFICATE**

I, \_\_\_\_\_, County Treasurer for Sarpy County, Nebraska, do hereby certify that I have personally examined the field notes and computations of the above described plat and find that the same are correct and conform to the laws of the State of Nebraska, and that the same have been prepared and reduced to this plat in accordance with the laws of the State of Nebraska, and that the same are true and correct.

Dated this 12th day of May, 2013.

County Treasurer for Sarpy County, Nebraska

**APPROVAL OF CITY COUNCIL OF PAPIILLON**

I, \_\_\_\_\_, Mayor of the City of Papillion, Nebraska, do hereby certify that I have personally examined the field notes and computations of the above described plat and find that the same are correct and conform to the laws of the State of Nebraska, and that the same have been prepared and reduced to this plat in accordance with the laws of the State of Nebraska, and that the same are true and correct.

Dated this 12th day of May, 2013.

Mayor of the City of Papillion, Nebraska

**CITY ENGINEER'S CERTIFICATE**

I, \_\_\_\_\_, City Engineer for the City of Papillion, Nebraska, do hereby certify that I have personally examined the field notes and computations of the above described plat and find that the same are correct and conform to the laws of the State of Nebraska, and that the same have been prepared and reduced to this plat in accordance with the laws of the State of Nebraska, and that the same are true and correct.

Dated this 12th day of May, 2013.

City Engineer for the City of Papillion, Nebraska

## EXHIBIT B

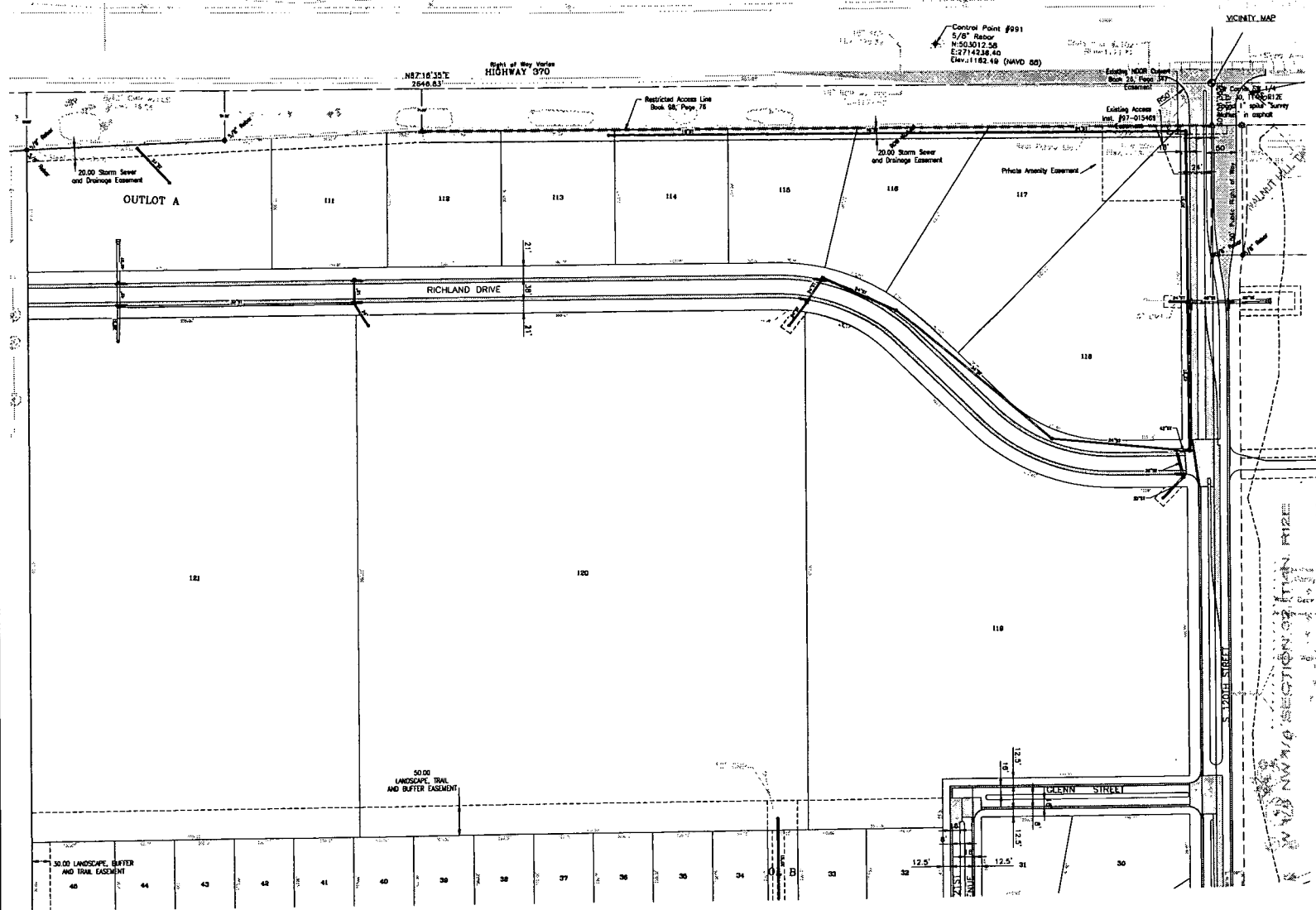
**LAMP RYNE CARSON**  
 A S E C I A T E S  
 4370 West Dodge Road, Suite 100  
 Omaha, Nebraska 68154-2921  
 www.lrc-ne.com

**FINAL PLAT**

1 of 2

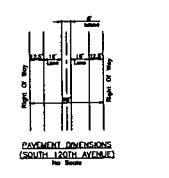
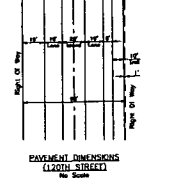
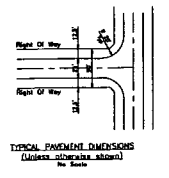
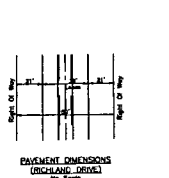


# SANITARY AND IMPROVEMENT DISTRICT NO. 293, SARY COUNTY, NEBRASKA ASHBURY FARM



**LEGEND**

	Property Line		Existing Gas
	Proposed Pavement		Existing Water
	Proposed Sanitary Sewer		Existing Storm Sewer
	Flow Arrows		Existing Sanitary Sewer Manhole
	Proposed Manhole		Existing Manhole
	Water		Existing Overhead Power
	Fire Hydrant Assembly		Existing Underground Power
	Proposed S.D. Paving		Existing Structure
	Proposed Driveway Removal		Existing Vegetation Line



STREETS AND STORM SEWER EXHIBIT

ASHBURY FARM  
SARY COUNTY, NEBRASKA

LAMP PINEARSON  
& ASSOCIATES

1210 West 120th Street, Suite 100  
Lincoln, NE 68522  
www.lpa-inc.com

No. 1210 West 120th Street, Suite 100  
Lincoln, NE 68522  
www.lpa-inc.com

DATE: 02/11/2013  
DRAWN: [Signature]

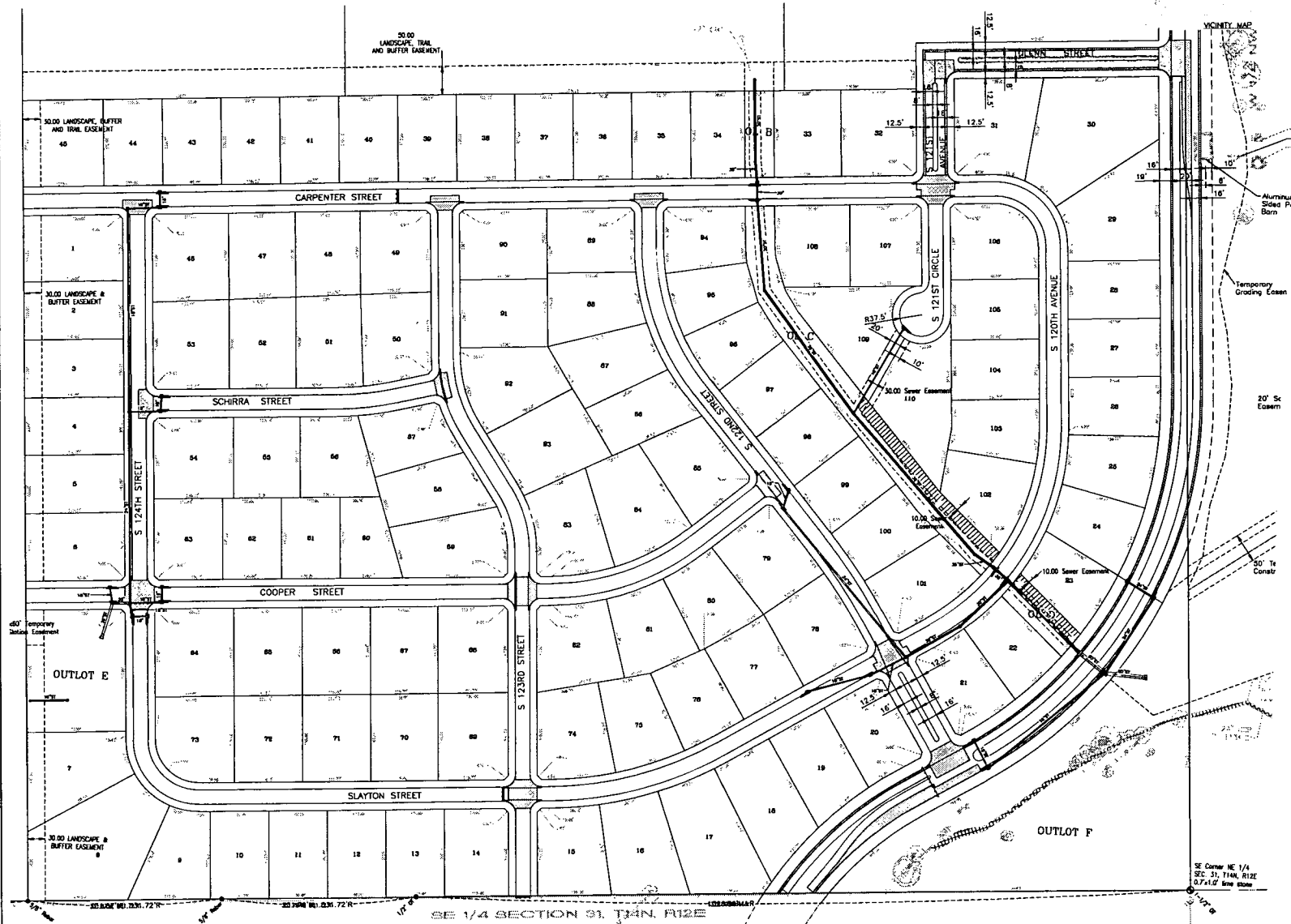
1 of 2

EXHIBIT C

M



**SANITARY AND IMPROVEMENT DISTRICT NO. 293, SARPY COUNTY, NEBRASKA  
ASHBURY FARM**



DATE	12/11/2013
PROJECT	ASHBURY FARM
CLIENT	LAMP RYNEARSON & ASSOCIATES
DRAWN BY	...
CHECKED BY	...
SCALE	AS SHOWN
PROJECT NO.	...
SHEET NO.	...

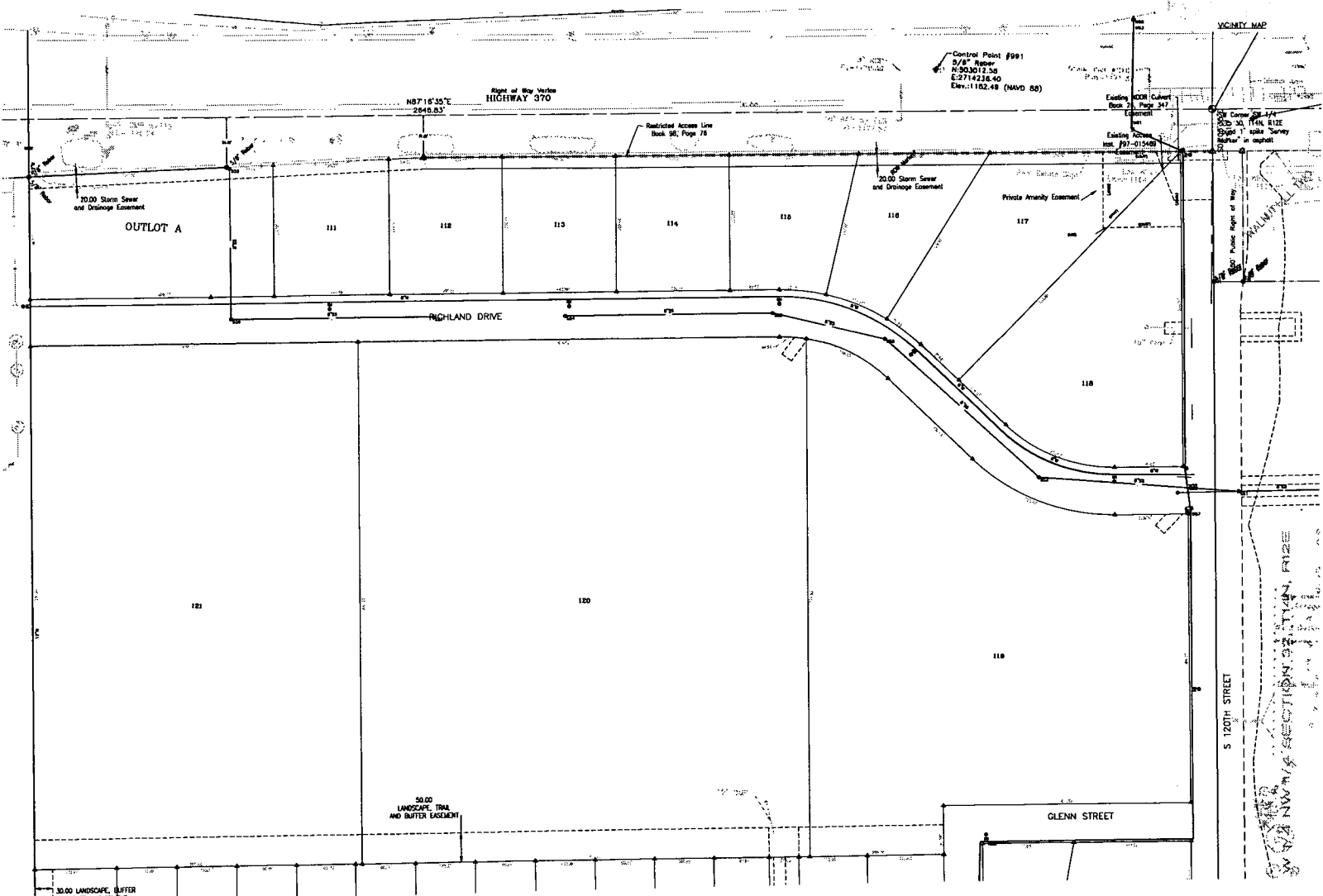
**LAMP RYNEARSON & ASSOCIATES**  
 10715 West 124th - Suite 101  
 Overland Park, KS 66213  
 913.661.2100  
 www.lra-ks.com

**ASHBURY FARM**  
 SARPY COUNTY, NEBRASKA

STREETS AND STORM SEWER EXHIBIT

**EXHIBIT C**

# SANITARY AND IMPROVEMENT DISTRICT NO. 293, SARPY COUNTY, NEBRASKA ASHBURY FARM



**LEGEND**

Property Line	Existing Manhole
Proposed Sanitary Sewer	Existing Overhead Power
Floor Area	Existing Underground Power
Proposed Structure	Wetland
Water	Existing Structure
Valve	Existing Vegetation Limits
Fire Hydrant Assembly	
Proposed C.O. Parking	
Proposed Driveway Removal	
Existing Gas	
Existing Water	
Existing Storm Sewer	
Existing Sanitary Sewer	
Existing Sanitary Frame Man	

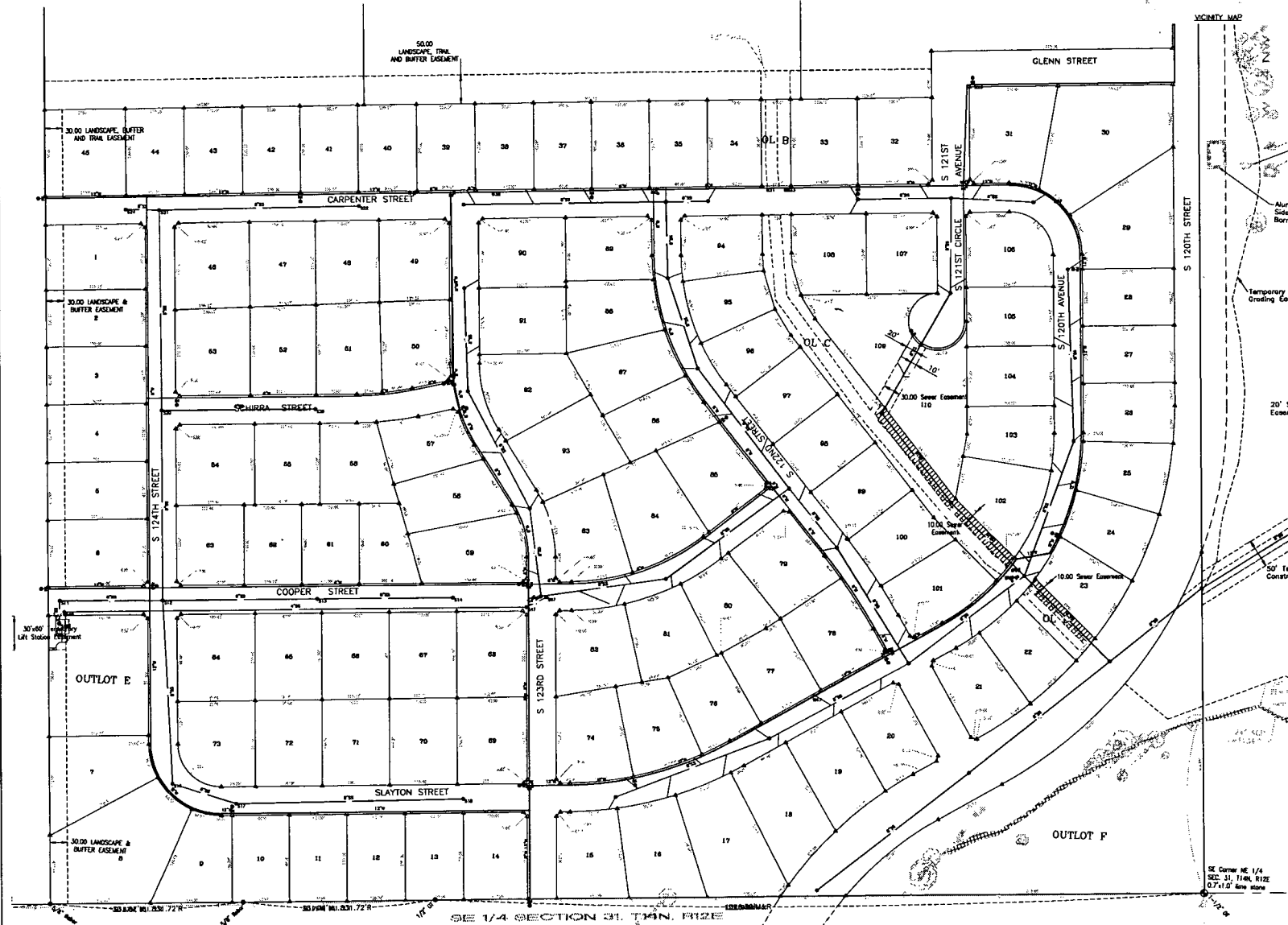
Scale	1" = 40'
North Arrow	True North
Project Name	ASHBURY FARM
Client	LAMP PINEARSON & ASSOCIATES
City	SARPY COUNTY, NEBRASKA

**LAMP PINEARSON & ASSOCIATES**  
 11710 West 129th Street, Suite 100  
 Omaha, NE 68147  
 Phone: (402) 426-1100  
 Fax: (402) 426-1101  
 www.lpa.com

SANITARY AND WATER EXHIBIT

**EXHIBIT D**  
 Date: 11/11/2013  
 Sheet: 1 of 3

SANITARY AND IMPROVEMENT DISTRICT NO. 293, SARPY COUNTY, NEBRASKA  
ASHBURY FARM



DATE	11/11/2013
PROJECT	SANITARY AND WATER EXHIBIT
CLIENT	SARPY COUNTY, NEBRASKA
SCALE	AS SHOWN
BY	LAMP EYERSON & ASSOCIATES
CHECKED	
APPROVED	

VICINITY MAP

Alum Sided Barn  
Temporary Grading Easement  
20' S<sub>e</sub> Easement  
50' Fe<sub>n</sub> Constr<sub>u</sub>

SE Corner NE 1/4  
SEC. 31, T14N, R12E  
07/11/12 Iron Stone

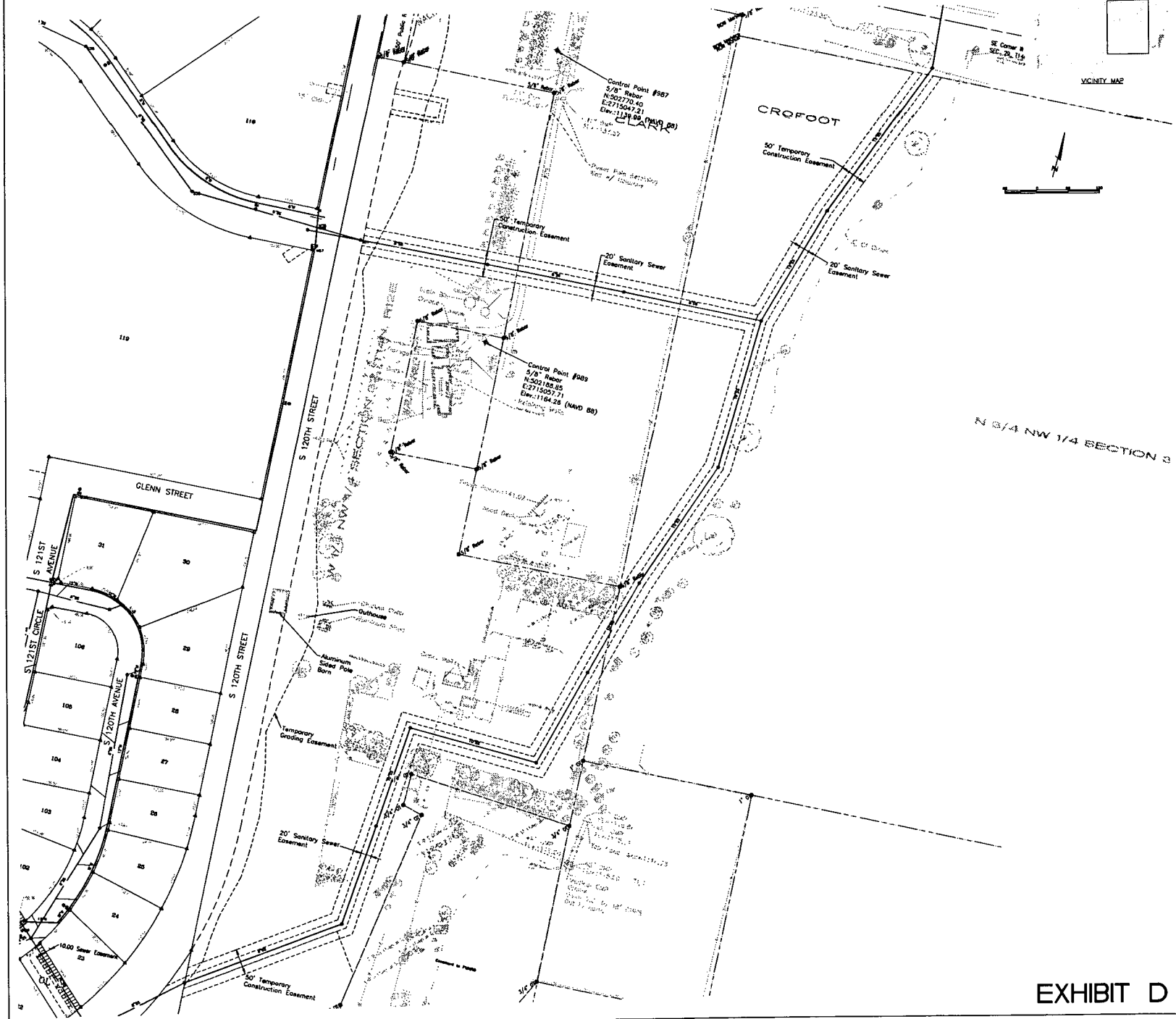
LAMP EYERSON & ASSOCIATES  
12110 West Dodge Road, Suite 105  
Lincoln, NE 68522-4883  
402.482.2483  
www.lea.com

SANITARY AND WATER EXHIBIT

DATE	11/11/2013
PROJECT	SANITARY AND WATER EXHIBIT
CLIENT	SARPY COUNTY, NEBRASKA
SCALE	AS SHOWN
BY	LAMP EYERSON & ASSOCIATES
CHECKED	
APPROVED	

EXHIBIT D

SANITARY AND IMPROVEMENT DISTRICT NO. 293, SARPY COUNTY, NEBRASKA  
ASHBURY FARM



DATE	11/11/2013
PROJECT	ASHBURY FARM
SCALE	AS SHOWN
BY	DAVID LAMP
CHECKED	DAVID LAMP
DATE	11/11/2013

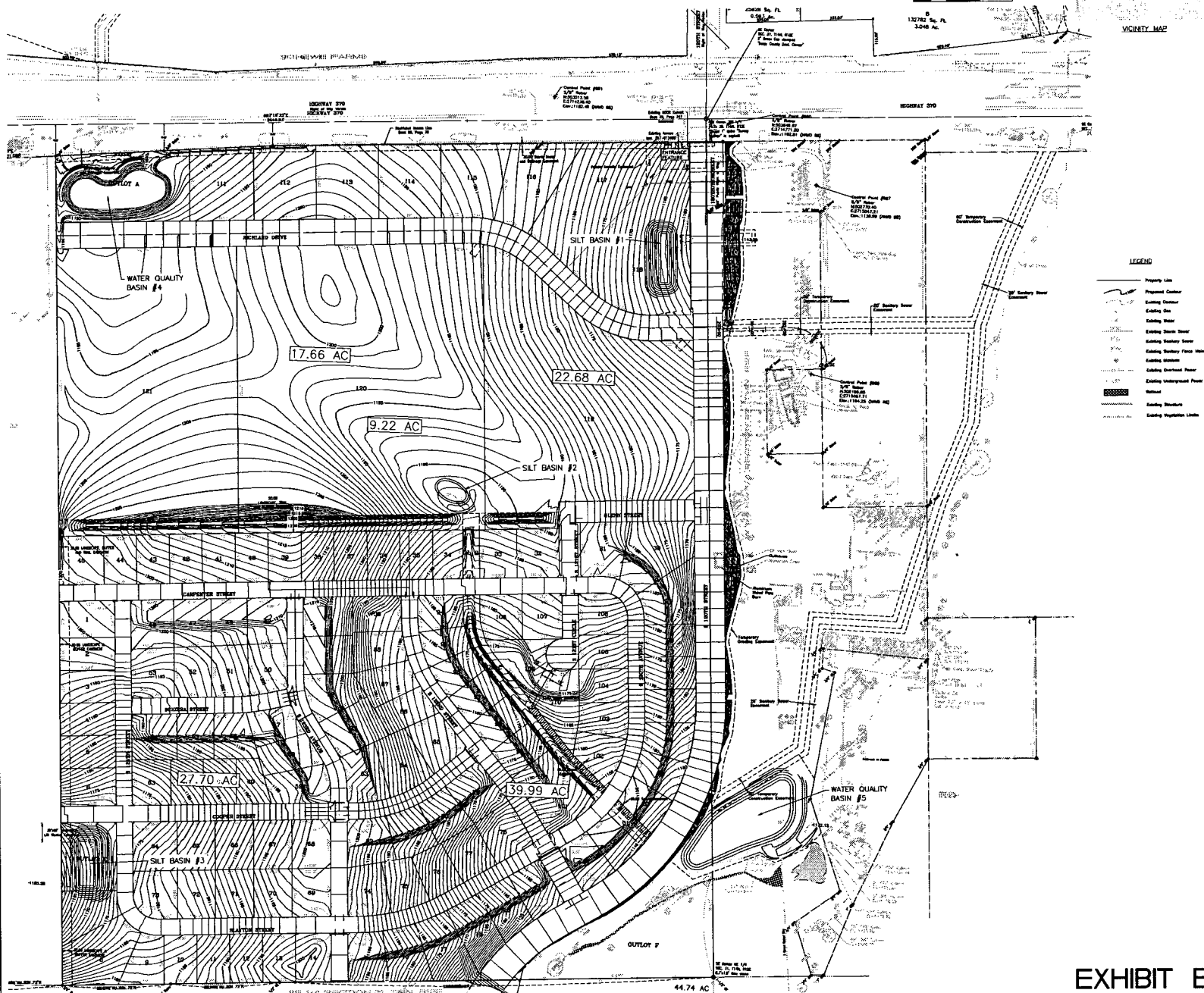
NEBRASKA REGISTERED PROFESSIONAL ENGINEER  
No. 001004361-001  
DAVID LAMP  
LAMP RYNEARSON & ASSOCIATES  
14705 West 120th Street, Omaha, Nebraska 68146-8807  
www.lra.com

SANITARY AND WATER EXHIBIT  
EXHIBIT D  
3 of 3

EXHIBIT D

AA

SANITARY AND IMPROVEMENT DISTRICT NO. 293, SARPY COUNTY, NEBRASKA  
 ASHBURY FARM



- LEGEND**
- Property Line
  - Proposed Center
  - Existing Center
  - Existing Wall
  - Existing Stone Wall
  - Existing Utility Trench
  - Existing Utility Trench Wall
  - Existing Structure
  - Existing Structure Foot
  - Existing Structure Foot
  - Existing Structure Foot
  - Existing Structure Foot
  - Existing Structure
  - Existing Structure

Project No.	13762
Scale	1" = 40'
Date	11/11/2013
Sheet No.	1 of 1

VICTORY MAP

DESIGNED BY  
 LAMP RYNEARSON & ASSOCIATES  
 1435 W. 10th St., Omaha, NE 68102  
 402.464.0211  
 www.lra.net.com

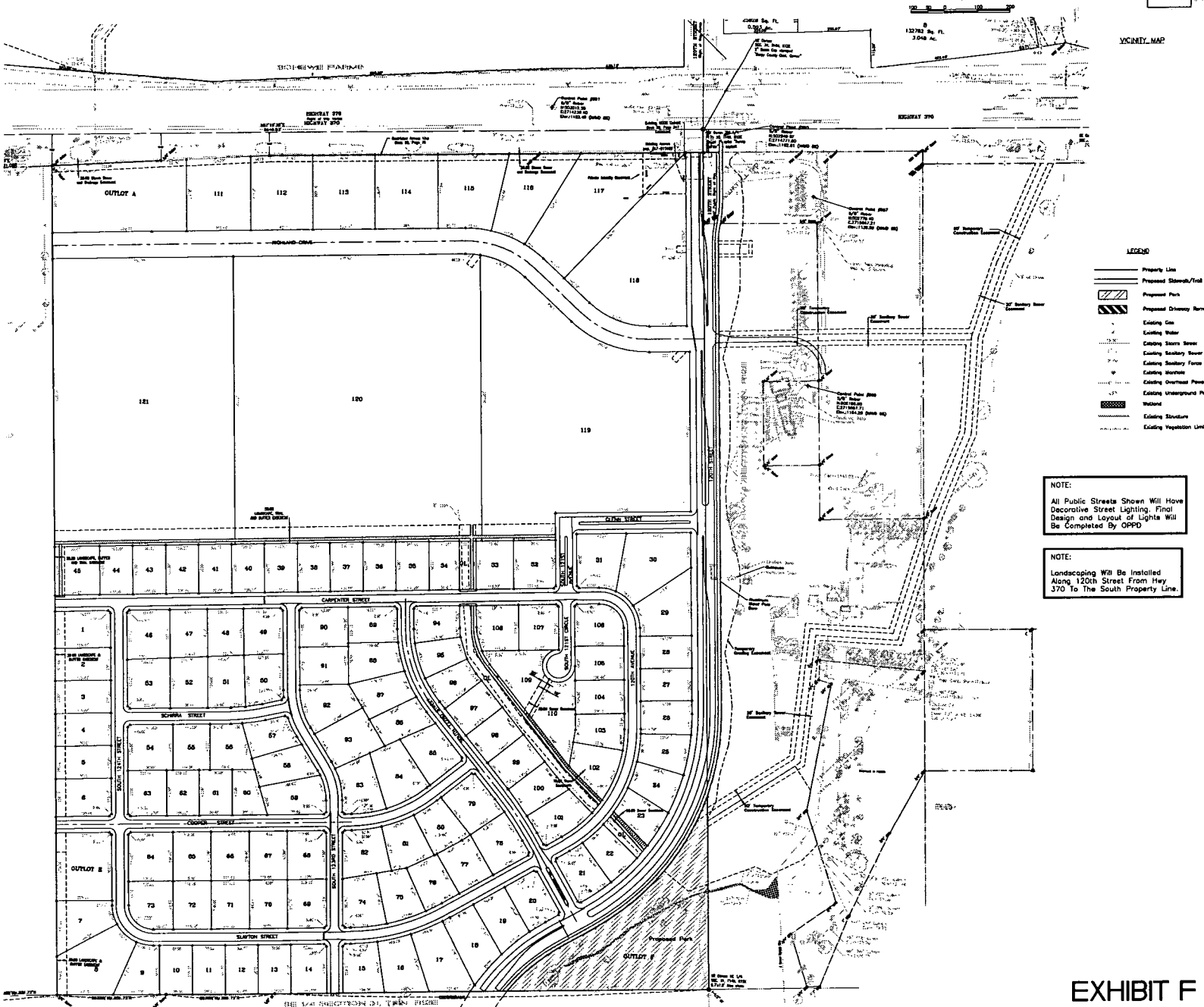
SEDIMENT AND/OR DETENTION EXHIBIT

NO. 13762-01  
 01/11/2013  
 SHEET NO. 1 OF 1

EXHIBIT E

AB

**SANITARY AND IMPROVEMENT DISTRICT NO. 293, SАРY COUNTY, NEBRASKA  
ASHBURY FARM**



**NOTE:**  
All Public Streets Shown Will Have  
Decorative Street Lighting. Final  
Design and Layout of Lights Will  
Be Completed By OPD.

**NOTE:**  
Landscaping Will Be Installed  
Along 120th Street From Hwy  
370 To The South Property Line.

**LEGEND**

- Property Line
- Proposed Street/Trail
- Proposed Park
- Proposed Driveway/Ramp
- Existing Gas
- Existing Water
- Existing Storm Sewer
- Existing Sanitary Sewer
- Existing Sanitary Force Main
- Existing Electric
- Existing Overhead Power
- Existing Underground Power
- Existing
- Existing Structure
- Existing Vegetation Limits

**NOTE:**  
DECORATIVE LIGHTING, TRAILS/SIDEWALKS, AND LANDSCAPING/HARDSCAPING

**LAMP PYPEARSON & ASSOCIATES**  
14710 West 170th Street, Suite 103  
Omaha, Nebraska 68144-9077  
402.494.2711  
www.lpa-ks.com

**ASHBURY FARM  
SАРY COUNTY, NEBRASKA**

DATE: 02/11/2013  
PAGE: 1 of 1

**EXHIBIT F**

AC

**Asbury Farm, Sarpy County SID 293**  
**ORDER OF MAGNITUDE COST ESTIMATE**  
**Final Plat - Exhibit G**

Proposed Improvement	Quantity	Unit	Construction Cost	Total Cost	General Obligation	Special	Future SID Reimbursable	City of Papillion Reimbursable	Sarpy County Reimbursable
<b>SANITARY SEWER</b>									
Interior	10200	LF	\$654,900.00	\$927,000.00	\$204,600.00	\$722,400.00	\$0.00	\$0.00	\$0.00
Outfall	4110	LF	\$486,800.00	\$689,100.00	\$0.00	\$0.00	\$0.00	\$689,100.00	\$0.00
Connection Fees	108	Lots	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>STORM SEWER</b>	7532	LF	\$478,145.50	\$676,867.55	\$664,736.81	\$12,130.74	\$0.00	\$0.00	\$0.00
<b>PAVING</b>									
Minor	37230	SY	\$1,167,125.00	\$1,625,171.96	\$485,600.00	\$1,139,571.96	\$0.00	\$0.00	\$0.00
120th Street	14400	SY	\$526,137.00	\$732,623.41	\$168,405.16	\$91,802.25	\$260,207.41	\$0.00	\$212,208.59
Highway 370 Decel Lane	2550	SY	\$233,500.00	\$325,200.00	\$292,700.00	\$0.00	\$32,500.00	\$0.00	\$0.00
Highway 370 Contribution			\$362,351.21	\$405,598.73	\$405,598.73	\$0.00	\$0.00	\$0.00	\$0.00
<b>SIDEWALKS</b>	25831	SF	\$249,087.13	\$352,610.23	\$266,288.59	\$9.07	\$86,312.57	\$0.00	\$0.00
<b>LANDSCAPING</b>	1	LS	\$100,000.00	\$139,245.75	\$139,245.75	\$0.00	\$0.00	\$0.00	\$0.00
<b>REGULATORY SIGNS</b>	33	EA	\$13,167.50	\$18,917.25	\$18,917.25	\$0.00	\$0.00	\$0.00	\$0.00
<b>PARKS ACQUISITION</b>	3.00	AC	\$31,500.00	\$37,159.76	\$37,159.76	\$0.00	\$0.00	\$0.00	\$0.00
<b>WATER</b>									
Interior	15700	LF	\$894,900.00	\$1,248,100.00	\$443,302.77	\$802,797.23	\$0.00	\$0.00	\$0.00
Capital Facilities Charge	110	Lots	\$381,121.67	\$556,651.38	\$278,325.69	\$278,325.69	\$0.00	\$0.00	\$0.00
City Infrastructure Contrib	1	LS	\$1,356,000.00	\$1,503,100.00	\$901,900.00	\$0.00	\$601,200.00		
<b>POWER</b>									
Service	110	Lots	\$96,800.00	\$134,800.00	\$0.00	\$134,800.00	\$0.00	\$0.00	\$0.00
Commercial Service	44.52	AC	\$140,241.15	\$195,279.84	\$0.00	\$195,279.84			
Decorative Street Lights	84	EA	\$191,000.00	\$224,100.00	\$224,100.00	\$0.00			
<b>CIVIL DEFENSE SIREN</b>	1	LS	\$30,000.00	\$42,400.00	\$42,400.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>PLAN REVIEW FEE</b>	1	%	\$47,727.50	\$53,621.85	\$29,492.01	\$24,129.83	\$0.00	\$0.00	\$0.00
<b>Total</b>			<b>\$7,440,503.96</b>	<b>\$9,885,547.72</b>	<b>\$4,602,772.54</b>	<b>\$3,401,246.61</b>	<b>\$980,219.98</b>	<b>\$689,100.00</b>	<b>\$212,208.59</b>
Residential Valuation	110	Lots	\$55,000,000.00	Debt Ratio (95% Valuation)		4.60%			
Commercial Valuation	44.52	AC	\$50,364,678.08						
Total Valuation			\$105,364,678.08						

AD

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## DEBT RATIO

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### ASSUMPTIONS

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Average market Value Per Residential Lot  
(land value only) = \$85,000.00

Average market Value Per Residential Lot (Improvements)  
(improvement value only) = \$415,000.00

Commercial Land Value per square foot = \$8.00

Commercial Building Value per square foot (Includes Land) = \$85.00

### ASSESSABLE VALUATION

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Residential Lot	<span style="border: 1px solid black; padding: 2px;">110</span>	Units =	\$85,000.00 =	\$9,350,000.00
Residential Improvements	<span style="border: 1px solid black; padding: 2px;">110</span>	Units =	\$415,000.00 =	\$45,650,000.00
Commercial Land	<span style="border: 1px solid black; padding: 2px;">44.521</span>	AC =	\$348,480.00 =	\$15,514,678.08
Commercial Building (20% of Lot Area)	<span style="border: 1px solid black; padding: 2px;">410,000</span>	SF =	\$85.00 =	\$34,850,000.00
Total 100% Valuation =				\$105,364,678.08
Total 95% Valuation =				\$100,096,444.18
DEBT RATIO =				<span style="border: 1px solid black; padding: 2px;">4.60%</span>



**SANITARY SEWER - INTERIOR**

Assumptions/Comments:



	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1	CLEARING AND GRUBBING GENERAL	1	LS	\$5,000.00	\$5,000.00
2	CONSTRUCT 6" SANITARY SEWER PIPE	3870	LF	\$14.00	\$54,180.00
3	CONSTRUCT 8" SANITARY SEWER PIPE	10200	LF	\$16.00	\$163,200.00
4	CONSTRUCT 4" FORCE MAIN	860	LF	\$20.00	\$17,200.00
4	CONSTRUCT 54" I.D. SANITARY MANHOLE (41 EA)	495	VF	\$275.00	\$136,125.00
5	CONSTRUCT MANHOLE RING COLLAR	4	EA	\$350.00	\$1,400.00
6	CONSTRUCT EXTERNAL FRAME SEAL	4	EA	\$400.00	\$1,600.00
7	EXCAVATION FOR EXTRA DEEP SANITARY SEWER	250	VF-LF	\$10.00	\$2,500.00
8	CONSTRUCT 8" X 6" WYE	106	EA	\$100.00	\$10,600.00
9	CONSTRUCT 8" PIPE PLUG	2	EA	\$250.00	\$500.00
10	CONSTRUCT MANHOLE STUBOUT	3	EA	\$100.00	\$300.00
12	CONSTRUCT 6" PIPE BEDDING	3870	LF	\$5.00	\$19,350.00
13	CONSTRUCT 8" PIPE BEDDING	10200	LF	\$5.50	\$56,100.00
14	STABILIZE TRENCH W/ CRUSHED LIMESTONE	100	TN	\$25.00	\$2,500.00
15	INSTALL VACUUM PRIME LIFT STATION	1	EA	\$20,000.00	\$20,000.00
16	CONSTRUCT 72" I.D. LIFT STATION MANHOLE (1 EA)	16	VF	\$800.00	\$12,800.00
17	INSTALL METER PANEL AND WIRING	1	EA	\$11,000.00	\$11,000.00
18	INSTALL GENERATOR	1	EA	\$20,000.00	\$20,000.00
19	CONSTRUCT GENERATOR PAD	1	EA	\$2,100.00	\$2,100.00
20	CONSTRUCT 6' TALL CHAIN LINK FENCE	110	LF	\$75.00	\$8,250.00
21	CONSTRUCT ROCK SURFACING	50	TN	\$25.00	\$1,250.00
22	CONSTRUCT SILT FENCE	2000	LF	\$3.00	\$6,000.00
23	CLEANOUT SILT FENCE	2000	LF	\$1.25	\$2,500.00
24	CLEANOUT SILT BASIN	1000	CY	\$3.00	\$3,000.00
25	SEEDING - TYPE *TEMPORARY SEED MIX*	1	AC	\$500.00	\$500.00
26	HAY OR STRAW MULCH	1	AC	\$450.00	\$450.00
28	CONTINGENCY				\$101,451.29

**Estimated Construction Costs:** \$654,856.29

**Estimated Soft Costs**

<b>Engineering Design, Construction</b>		
21.00%	<b>Admin, Geotechnical &amp; Testing</b>	\$137,519.82
5.00%	<b>Legal:</b>	\$32,742.81
5.00%	<b>Fiscal:</b>	\$41,255.95
7.00%	<b>Interest:</b>	\$60,646.24
12 Duration (Months)		

**Total Estimated Soft Costs:** 42% \$272,164.82

**Total Estimated Costs:** \$927,021.11

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**SANITARY SEWER - OUTFALL**

Assumptions/Comments:



Bid Item Description		Approximate Quantity	Unit	Unit Price	Total
1	CLEARING AND GRUBBING GENERAL	1	LS	\$20,000.00	\$20,000.00
2	CONSTRUCT 8" SANITARY SEWER PIPE	450	LF	\$16.00	\$7,200.00
3	CONSTRUCT 10" SANITARY SEWER PIPE	785	LF	\$22.00	\$17,270.00
4	CONSTRUCT 12" SANITARY SEWER PIPE	2,875	LF	\$28.00	\$80,500.00
5	CONSTRUCT 8" PIPE BEDDING	450	LF	\$5.50	\$2,475.00
6	CONSTRUCT 10" PIPE BEDDING	785	LF	\$7.00	\$5,495.00
7	CONSTRUCT 12" PIPE BEDDING	2,875	LF	\$8.00	\$23,000.00
8	CONSTRUCT 54" I.D. SANITARY MANHOLE (13 EA)	156	VF	\$325.00	\$50,700.00
9	CONSTRUCT MANHOLE RING COLLAR	12	EA	\$250.00	\$3,000.00
10	CONSTRUCT EXTERNAL FRAME SEAL	12	EA	\$350.00	\$4,200.00
11	BORE AND JACK 18" STEEL CASING	500	LF	\$225.00	\$112,500.00
12	CONSTRUCT CONNECTION TO EXISTING STRUCTURE	2	EA	\$2,500.00	\$5,000.00
13	SEEDING - TYPE "FIELD SEED"	5.0	AC	\$1,000.00	\$5,000.00
14	CONSTRUCT SILT FENCE	3,000	LF	\$3.00	\$9,000.00
15	CLEANOUT SILT FENCE	3,000	LF	\$1.25	\$3,750.00
16	STABILIZATION TRENCH W/ CRUSHED LIMESTONE	200	TN	\$25.00	\$5,000.00
17	EXCAVATION FOR EXTRA DEEP SANITARY SEWER	500	VF-LF	\$10.00	\$5,000.00
18	EXPLORATORY EXPLORATION	8	HR	\$150.00	\$1,200.00
19	PERMANENT EASEMENT ACQUISITION (20' wide Permanent Easement)	1.7	AC	\$21,000.00	\$35,700.00
20	TEMPORARY EASEMENT ACQUISITION (30' wide Temporary Easement)	2.6	AC	\$10,500.00	\$27,300.00
21	CONTINGENCY				\$63,493.50

**Estimated Construction Costs:** \$486,783.50

**Estimated Soft Costs**

<b>Engineering Design, Construction</b>		
21.00% Admin, Geotechnical & Testing		\$102,224.54
5.00% Legal:		\$24,339.18
5.00% Fiscal:		\$30,667.36
7.00% Interest:		\$45,081.02
12 Duration (Months)		

**Total Estimated Soft Costs:** 42% \$202,312.09

**Total Estimated Costs:** \$689,095.59

Ah

**SANITARY SEWER - CONNECTION FEES**

**Assumptions/Comments:**



Lots going to the east (Western Springs Outfall) will pay a connection fee of \$947.00 per Residential Lot and \$5142.00/AC for Commercial Lots at the time of Building Permit.

Lots going to the west (Ballpark Outfall) will pay sewer connection fees to Papillion on behalf of Sarpy County of \$800.00 per lot and \$5,500 / AC for Commercial at the time of Building Permit.

<b>Bid Item Description</b>		<b>Approximate Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1	SANITARY SEWER CONNECTION FEE-SINGLE FAMILY	0	LOTS	\$0.00	\$0.00
2	COMMERCIAL LAND	0.0	AC	\$0.00	\$0.00

<b>Estimated Construction Costs:</b>	<b>\$0.00</b>
<b><u>Estimated Soft Costs</u></b>	
2.00% Legal:	\$0.00
5.00% Fiscal:	\$0.00
7.00% Interest:	\$0.00
12 Duration (Months)	
<b>Total Estimated Soft Costs:</b>	0% <u>\$0.00</u>
<b>Total Estimated Costs:</b>	<u>\$0.00</u>

**SANITARY SEWER - INTERIOR G.O.**

**Assumptions/Comments:**



Temporary Lift Station & Force Main

Bid Item Description		Approximate Quantity	Unit	Unit Price	Total
1	CLEARING AND GRUBBING GENERAL	0	LS	\$15,000.00	\$0.00
2	CONSTRUCT 6" SANITARY SEWER PIPE	0	LF	\$14.00	\$0.00
3	CONSTRUCT 8" SANITARY SEWER PIPE	0	LF	\$16.00	\$0.00
4	CONSTRUCT 4" FORCE MAIN	860	LF	\$20.00	\$17,200.00
4	CONSTRUCT 54" I.D. SANITARY MANHOLE (41 EA)	0	VF	\$275.00	\$0.00
5	CONSTRUCT MANHOLE RING COLLAR	0	EA	\$350.00	\$0.00
6	CONSTRUCT EXTERNAL FRAME SEAL	0	EA	\$400.00	\$0.00
7	EXCAVATION FOR EXTRA DEEP SANITARY SEWER	0	VF-LF	\$10.00	\$0.00
8	CONSTRUCT 8" X 6" WYE	0	EA	\$100.00	\$0.00
9	CONSTRUCT 8" PIPE PLUG	0	EA	\$250.00	\$0.00
10	CONSTRUCT MANHOLE STUBOUT	0	EA	\$100.00	\$0.00
12	CONSTRUCT 6" PIPE BEDDING	0	LF	\$5.00	\$0.00
13	CONSTRUCT 8" PIPE BEDDING	0	LF	\$5.50	\$0.00
14	STABILIZATION TRENCH W/ CRUSHED LIMESTONE	0	TN	\$25.00	\$0.00
15	INSTALL VACUUM PRIME LIFT STATION	1	EA	\$20,000.00	\$20,000.00
16	CONSTRUCT 72" I.D. LIFT STATION MANHOLE (1 EA)	16	VF	\$800.00	\$12,800.00
17	INSTALL METER PANEL AND WIRING	1	EA	\$11,000.00	\$11,000.00
18	INSTALL GENERATOR	1	EA	\$20,000.00	\$20,000.00
19	CONSTRUCT GENERATOR PAD	1	EA	\$2,100.00	\$2,100.00
20	CONSTRUCT 6' TALL CHAIN LINK FENCE	110	LF	\$75.00	\$8,250.00
21	CONSTRUCT ROCK SURFACING	50	TN	\$25.00	\$1,250.00
22	CONSTRUCT SILT FENCE	2000	LF	\$3.00	\$6,000.00
23	CLEANOUT SILT FENCE	2000	LF	\$1.25	\$2,500.00
24	CLEANOUT SILT BASIN	1000	CY	\$6.00	\$6,000.00
25	SEEDING - TYPE "TEMPORARY SEED MIX"	1	AC	\$500.00	\$500.00
26	HAY OR STRAW MULCH	1	AC	\$450.00	\$450.00
27	ROLLED EROSION CONTROL, TYPE II	2000	SY	\$3.00	\$6,000.00
28	CONTINGENCY				\$30,500.00

**Estimated Construction Costs:** \$144,550.00

**Estimated Soft Costs**

<b>Engineering Design, Construction</b>	
21.00% Admin, Geotechnical & Testing	\$30,355.50
5.00% Legal:	\$7,227.50
5.00% Fiscal:	\$9,106.65
7.00% Interest:	\$13,386.78
12 Duration (Months)	

**Total Estimated Soft Costs:** 42% \$60,076.43

**Total Estimated Costs:** \$204,626.43

BJ

**SANITARY SEWER - OUTFALL REIMBURSABLE**

Assumptions/Comments:



Bid Item Description		Approximate Quantity	Unit	Unit Price	Total
1	CLEARING AND GRUBBING GENERAL	1	LS	\$20,000.00	\$20,000.00
2	CONSTRUCT 8" SANITARY SEWER PIPE	450	LF	\$16.00	\$7,200.00
3	CONSTRUCT 10" SANITARY SEWER PIPE	785	LF	\$22.00	\$17,270.00
4	CONSTRUCT 12" SANITARY SEWER PIPE	2,875	LF	\$28.00	\$80,500.00
5	CONSTRUCT 8" PIPE BEDDING	450	LF	\$5.50	\$2,475.00
6	CONSTRUCT 10" PIPE BEDDING	785	LF	\$7.00	\$5,495.00
7	CONSTRUCT 12" PIPE BEDDING	2,875	LF	\$8.00	\$23,000.00
8	CONSTRUCT 54" I.D. SANITARY MANHOLE (11 EA)	156	VF	\$325.00	\$50,700.00
9	CONSTRUCT MANHOLE RING COLLAR	12	EA	\$250.00	\$3,000.00
10	CONSTRUCT EXTERNAL FRAME SEAL	12	EA	\$350.00	\$4,200.00
11	BORE AND JACK 18" STEEL CASING	500	LF	\$225.00	\$112,500.00
12	CONSTRUCT CONNECTION TO EXISTING STRUCTURE	2	EA	\$2,500.00	\$5,000.00
13	SEEDING - TYPE "FIELD SEED"	5.0	AC	\$1,000.00	\$5,000.00
14	CONSTRUCT SILT FENCE	3,000	LF	\$3.00	\$9,000.00
15	CLEANOUT SILT FENCE	3,000	LF	\$1.25	\$3,750.00
16	STABILIZATION TRENCH W/ CRUSHED LIMESTONE	200	TN	\$25.00	\$5,000.00
17	EXCAVATION FOR EXTRA DEEP SANITARY SEWER	500	VF-LF	\$10.00	\$5,000.00
18	EXPLORATORY EXPLORATION	8	HR	\$150.00	\$1,200.00
19	PERMANENT EASEMENT ACQUISITION (20' wide Permanent Easement)	1.7	AC	\$21,000.00	\$35,700.00
20	TEMPORARY EASEMENT ACQUISITION (30' wide Temporary Easement)	2.6	AC	\$10,500.00	\$27,300.00
21	CONTINGENCY				\$63,493.50

**Estimated Construction Costs:** \$486,783.50

**Estimated Soft Costs**

**Engineering Design, Construction**

21.00% Admin, Geotechnical & Testing	\$102,224.54
5.00% Legal:	\$24,339.18
5.00% Fiscal:	\$30,667.36
7.00% Interest:	\$45,081.02
12 Duration (Months)	

**Total Estimated Soft Costs:** 42% \$202,312.09

**Total Estimated Costs:** \$689,095.59

**SANITARY SEWER - CONNECTION FEES G.O.**

Assumptions/Comments:



All fees paid by builder at the time of building permit

Bid Item Description		Approximate Quantity	Unit	Unit Price	Total
1	SANITARY SEWER CONNECTION FEE SOFT COSTS		LS	\$0.00	\$0.00

**Estimated Construction Costs:** \$0.00

AK

**STORM SEWER**

Assumptions/Comments:

Bid Item Description		Approximate Quantity	Unit	Unit Price	Total
1 .	CLEARING AND GRUBBING GENERAL	1	LS	\$5,000.00	\$5,000.00
2 .	GENERAL GRADING AND SHAPING	1	LS	\$10,000.00	\$10,000.00
3 .	CONSTRUCT 18" R.C.P., CLASS III	3765	LF	\$20.00	\$75,300.00
4 .	CONSTRUCT 24" R.C.P., CLASS III	653	LF	\$25.00	\$16,325.00
5 .	CONSTRUCT 30" R.C.P., CLASS III	1915	LF	\$32.00	\$61,280.00
6 .	CONSTRUCT 36" R.C.P., D(0.01) = 1,350	597	LF	\$42.00	\$25,074.00
7 .	CONSTRUCT 42" R.C.P., D(0.01) = 1,350	382	LF	\$56.00	\$21,392.00
8 .	CONSTRUCT 48" R.C.P., D(0.01) = 1,350	220	LF	\$72.00	\$15,840.00
9 .	CONSTRUCT 18" R.C. FLARED END SECTION	2	EA	\$750.00	\$1,500.00
10 .	CONSTRUCT 24" R.C. FLARED END SECTION	1	EA	\$900.00	\$900.00
11 .	CONSTRUCT 36" R.C. FLARED END SECTION	1	EA	\$1,200.00	\$1,200.00
12 .	CONSTRUCT 42" R.C. FLARED END SECTION	1	EA	\$1,500.00	\$1,500.00
13 .	CONSTRUCT 48" R.C. FLARED END SECTION	2	EA	\$2,000.00	\$4,000.00
14 .	CONSTRUCT 54" I.D. FLATTOP MANHOLE (12 EA)	60	VF	\$250.00	\$15,000.00
15 .	CONSTRUCT 60" I.D. FLATTOP MANHOLE (1 EA)	6	VF	\$275.00	\$1,650.00
16 .	CONSTRUCT 84" I.D. FLATTOP MANHOLE (1 EA)	7	VF	\$500.00	\$3,500.00
17 .	CONSTRUCT 54" I.D. TYPE II AREA INLET (5 EA)	25	VF	\$400.00	\$10,000.00
18 .	CONSTRUCT 18" PIPE BEDDING	3765	LF	\$3.00	\$11,295.00
19 .	CONSTRUCT 24" PIPE BEDDING	653	LF	\$4.00	\$2,612.00
20 .	CONSTRUCT 30" PIPE BEDDING	1915	LF	\$5.00	\$9,575.00
21 .	CONSTRUCT 36" PIPE BEDDING	597	LF	\$7.50	\$4,477.50
22 .	CONSTRUCT 42" PIPE BEDDING	382	LF	\$10.00	\$3,820.00
23 .	CONSTRUCT 48" PIPE BEDDING	220	LF	\$14.00	\$3,080.00
24 .	STABILIZE TRENCH W/ CRUSHED LIMESTONE	500	TN	\$25.00	\$12,500.00
25 .	CONSTRUCT POND OUTLET STRUCTURE (BASIN A)	8	VF	\$1,000.00	\$8,000.00
26 .	CONSTRUCT POND OUTLET STRUCTURE (BASIN B)	8	VF	\$1,000.00	\$8,000.00
27 .	CONSTRUCT POND OUTLET STRUCTURE (BASIN E)	8	VF	\$1,000.00	\$8,000.00
28 .	CONSTRUCT POND OUTLET STRUCTURE (BASIN G)	8	VF	\$1,000.00	\$8,000.00
29 .	CONSTRUCT MANHOLE RING COLLAR	5	EA	\$250.00	\$1,250.00
30 .	CONSTRUCT RIP-RAP APRON - (NDOR TYPE "B")	150	TON	\$36.00	\$5,400.00
31 .	CONSTRUCT ROCK RIP-RAP - TYPE "C"	50	TON	\$38.00	\$1,900.00
	CONSTRUCT OUTLET ENERGY DISSIPATION	4	EA	\$3,000.00	\$12,000.00
32	CONSTRUCT TEMPORARY END OF STREET DRAIN	4	EA	\$2,000.00	\$8,000.00
33 .	CONSTRUCT ROCK ACCESS ROAD	200	TN	\$22.00	\$4,400.00
34 .	CONSTRUCT SILT FENCE	500	LF	\$3.00	\$1,500.00
35 .	CLEANOUT SILT FENCE	500	LF	\$1.25	\$625.00
36 .	CLEANOUT SILT BASIN	4500	CY	\$3.00	\$13,500.00
37 .	SEEDING - TYPE "TEMPORARY SEED MIX"	5	AC	\$500.00	\$2,500.00
38 .	HAY OR STRAW MULCH	5	AC	\$450.00	\$2,250.00
39 .	ROLLED EROSION CONTROL, TYPE II	2000	SY	\$3.00	\$6,000.00
	CONTINGENCY				\$70,000.00

**Estimated Construction Costs:** \$478,145.50

Estimated Soft Costs

<b>Engineering Design, Construction</b>	
21.00% Admin, Geotechnical & Testing	\$100,410.56
5.00% Legal:	\$23,907.28
5.00% Fiscal:	\$30,123.17
7.00% Interest:	\$44,281.05
12 Duration (Months)	

**Total Estimated Soft Costs:** 42% \$198,722.05

**Total Estimated Costs:** \$676,867.55

A

**STORM SEWER G.O.**

Assumptions/Comments:

Bid Item Description		Approximate Quantity	Unit	Unit Price	Total
1 .	CLEARING AND GRUBBING GENERAL	1	LS	\$5,000.00	\$5,000.00
2 .	GENERAL GRADING AND SHAPING	1	LS	\$10,000.00	\$10,000.00
3 .	CONSTRUCT 18" R.C.P., CLASS III	3765	LF	\$20.00	\$75,300.00
4 .	CONSTRUCT 24" R.C.P., CLASS III	653	LF	\$25.00	\$16,325.00
5 .	CONSTRUCT 30" R.C.P., CLASS III	1915	LF	\$32.00	\$61,280.00
6 .	CONSTRUCT 36" R.C.P., D(0.01) = 1,350	597	LF	\$42.00	\$25,074.00
7 .	CONSTRUCT 42" R.C.P., D(0.01) = 1,350	382	LF	\$56.00	\$21,392.00
8 .	CONSTRUCT 48" R.C.P., D(0.01) = 1,350	220	LF	\$72.00	\$15,840.00
9 .	CONSTRUCT 18" R.C. FLARED END SECTION	2	EA	\$750.00	\$1,500.00
10 .	CONSTRUCT 24" R.C. FLARED END SECTION	1	EA	\$900.00	\$900.00
11 .	CONSTRUCT 36" R.C. FLARED END SECTION	1	EA	\$1,200.00	\$1,200.00
12 .	CONSTRUCT 42" R.C. FLARED END SECTION	1	EA	\$1,500.00	\$1,500.00
13 .	CONSTRUCT 48" R.C. FLARED END SECTION	2	EA	\$2,000.00	\$4,000.00
14 .	CONSTRUCT 54" I.D. FLATTOP MANHOLE (12 EA)	60	VF	\$250.00	\$15,000.00
15 .	CONSTRUCT 60" I.D. FLATTOP MANHOLE (1 EA)	6	VF	\$275.00	\$1,650.00
16 .	CONSTRUCT 84" I.D. FLATTOP MANHOLE (1 EA)	7	VF	\$500.00	\$3,500.00
17 .	CONSTRUCT 54" I.D. TYPE II AREA INLET (5 EA)	25	VF	\$400.00	\$10,000.00
18 .	CONSTRUCT 18" PIPE BEDDING	3765	LF	\$3.00	\$11,295.00
19 .	CONSTRUCT 24" PIPE BEDDING	653	LF	\$4.00	\$2,612.00
20 .	CONSTRUCT 30" PIPE BEDDING	1915	LF	\$5.00	\$9,575.00
21 .	CONSTRUCT 36" PIPE BEDDING	597	LF	\$7.50	\$4,477.50
22 .	CONSTRUCT 42" PIPE BEDDING	382	LF	\$10.00	\$3,820.00
23 .	CONSTRUCT 48" PIPE BEDDING	220	LF	\$14.00	\$3,080.00
24 .	STABILIZE TRENCH W/ CRUSHED LIMESTONE	500	TN	\$25.00	\$12,500.00
25 .	CONSTRUCT POND OUTLET STRUCTURE (BASIN A)	8	VF	\$1,000.00	\$8,000.00
26 .	CONSTRUCT POND OUTLET STRUCTURE (BASIN B)	8	VF	\$1,000.00	\$8,000.00
27 .	CONSTRUCT POND OUTLET STRUCTURE (BASIN E)	8	VF	\$1,000.00	\$8,000.00
28 .	CONSTRUCT POND OUTLET STRUCTURE (BASIN G)	8	VF	\$1,000.00	\$8,000.00
29 .	CONSTRUCT MANHOLE RING COLLAR	5	EA	\$250.00	\$1,250.00
30 .	CONSTRUCT RIP-RAP APRON - (NDOR TYPE "B")	150	TON	\$36.00	\$5,400.00
31 .	CONSTRUCT ROCK RIP-RAP - TYPE "C"	50	TON	\$38.00	\$1,900.00
	CONSTRUCT OUTLET ENERGY DISSIPATION	4	EA	\$3,000.00	\$12,000.00
32 .	CONSTRUCT TEMPORARY END OF STREET DRAIN	4	EA	\$2,000.00	\$8,000.00
33 .	CONSTRUCT ROCK ACCESS ROAD	200	TN	\$22.00	\$4,400.00
34 .	CONSTRUCT SILT FENCE	500	LF	\$3.00	\$1,500.00
35 .	CLEANOUT SILT FENCE	500	LF	\$1.25	\$625.00
36 .	CLEANOUT SILT BASIN	4500	CY	\$3.00	\$13,500.00
37 .	SEEDING - TYPE "TEMPORARY SEED MIX"	5	AC	\$500.00	\$2,500.00
38 .	HAY OR STRAW MULCH	5	AC	\$450.00	\$2,250.00
39 .	ROLLED EROSION CONTROL, TYPE II	2000	SY	\$3.00	\$6,000.00
	CONTINGENCY				\$61,430.74

**Estimated Construction Costs:** \$469,576.24

**Estimated Soft Costs**

<b>Engineering Design, Construction</b>	
21.00% Admin, Geotechnical & Testing	\$98,611.01
5.00% Legal:	\$23,478.81
5.00% Fiscal:	\$29,583.30
7.00% Interest:	\$43,487.46
12 Duration (Months)	

**Total Estimated Soft Costs:** 42% \$195,160.58

**Total Estimated Costs:** \$664,736.81

**PAVING MINOR**

**Assumptions/Comments:**



Includes residential and commercial. See 120th Street for additional paving costs.

	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1.	7" CONCRETE PAVEMENT - TYPE L65	37230	SY	\$23.50	\$874,905.00
2.	COMMON EARTHWORK EXCAVATION	12410	CY	\$1.50	\$18,615.00
3.	MEDIAN NOSE	6	EA	\$250.00	\$1,500.00
4.	ADJUST MANHOLE TO GRADE	47	EA	\$150.00	\$7,050.00
5.	EXTERNAL FRAME SEAL	47	EA	\$350.00	\$16,450.00
6.	CONSTRUCT CURB INLET - TYPE I	10	EA	\$2,000.00	\$20,000.00
7.	CONSTRUCT CURB INLET - TYPE III	21	EA	\$2,200.00	\$46,200.00
	PREFORMED PAVEMENT MARKING TAPE MARKING SYMBOL - WHITE				
8.	"ONLY"	1	EA	\$350.00	\$350.00
	PREFORMED PAVEMENT MARKING TAPE MARKING SYMBOL - WHITE				
9.	DIRECTIONAL ARROW	2	EA	\$350.00	\$700.00
	4" PREFORMED PAVEMENT MARKING TAPE PAVEMENT MARKING -				
10.	WHITE	4715	LF	\$3.00	\$14,145.00
	24" PREFORMED PAVEMENT MARKING TAPE PAVEMENT MARKING -				
11.	WHITE	28	LF	\$20.00	\$560.00
12.	TOPSOIL PLACEMENT	800	CY	\$10.00	\$8,000.00
13.	CONSTRUCT SILT FENCE	400	LF	\$3.00	\$1,200.00
14.	CLEANOUT SILT FENCE	1000	LF	\$1.25	\$1,250.00
15.	CLEANOUT SILT BASIN	4000	CY	\$3.00	\$12,000.00
16.	SEEDING - TYPE "TEMPORARY SEED MIX"	4	AC	\$500.00	\$2,000.00
17.	HAY OR STRAW MULCH	4	AC	\$450.00	\$1,800.00
18.	JET EXISTING SEWER	10400	LF	\$1.00	\$10,400.00
	CONTINGENCY				\$130,000.00

**Estimated Construction Costs:** \$1,167,125.00

**Estimated Soft Costs**

<b>Engineering Design, Construction</b>	
21.00% Admin, Geotechnical & Testing	\$245,096.25
5.00% Legal:	\$58,356.25
5.00% Fiscal:	\$73,528.88
7.00% Interest:	\$81,065.58
9 Duration (Months)	

**Total Estimated Soft Costs:** 39% \$458,046.96

**Total Estimated Costs:** **\$1,625,171.96**



An

**PAVING 120TH STREET**



**Assumptions/Comments:**  
120th Street from Hwy 370 to south property line.

Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1 . REMOVE 7" PAVEMENT	600	SY	\$10.00	\$6,000.00
2 . 7" CONCRETE PAVEMENT - TYPE L65	13740	SY	\$23.50	\$322,890.00
3 . COMMON EARTHWORK EXCAVATION	4580.00	CY	\$1.50	\$6,870.00
4 . MEDIAN SURFACING	1500	SF	\$4.00	\$6,000.00
5 . MEDIAN NOSE	2	EA	\$250.00	\$500.00
6 . ADJUST MANHOLE TO GRADE	2	EA	\$150.00	\$300.00
7 . EXTERNAL FRAME SEAL	2	EA	\$350.00	\$700.00
8 . CONSTRUCT CURB INLET - TYPE III	10	EA	\$2,200.00	\$22,000.00
9 . PREFORMED PAVEMENT MARKING TAPE MARKING SYMBOL - WHITE "ONLY"	5	EA	\$350.00	\$1,750.00
10 . PREFORMED PAVEMENT MARKING TAPE MARKING SYMBOL - WHITE DIRECTIONAL ARROW	10	EA	\$350.00	\$3,500.00
11 . 4" PREFORMED PAVEMENT MARKING TAPE PAVEMENT MARKING - WHITE	1285	LF	\$3.00	\$3,855.00
12 . 24" PREFORMED PAVEMENT MARKING TAPE PAVEMENT MARKING - WHITE	100	LF	\$20.00	\$2,000.00
13 . TOPSOIL PLACEMENT	500	CY	\$10.00	\$5,000.00
14 . CONSTRUCT SILT FENCE	100	LF	\$3.00	\$300.00
15 . CLEANOUT SILT FENCE	500	LF	\$1.25	\$625.00
16 . CLEANOUT SILT BASIN	500	CY	\$3.00	\$1,500.00
17 . TREE MITIGATION	40	EA	\$300.00	\$12,000.00
18 . SEEDING - TYPE "TEMPORARY SEED MIX"	1.85	AC	\$500.00	\$925.00
19 . ROLLED EROSION CONTROL, TYPE II	1000	SY	\$3.00	\$3,000.00
20 . HAY OR STRAW MULCH	1	AC	\$450.00	\$450.00
21 . ROW ACQUISITION	0.00	AC	\$42,000.00	\$0.00
22 . TEMPORARY GRADING EASEMENT	0.00	AC	\$10,500.00	\$0.00
23 . CONTINGENCY				\$65,000.00

**Estimated Construction Costs:** \$465,165.00

**Estimated Soft Costs**

Engineering Design, Construction	
21.00% Admin, Geotechnical & Testing	\$97,684.65
5.00% Legal:	\$23,258.25
5.00% Fiscal:	\$29,305.40
7.00% Interest:	\$32,309.20
9 Duration (Months)	

**Total Estimated Soft Costs:** 39% \$182,557.49

**Total Estimated Costs:** \$647,722.49

**Estimated 1/3 Sarpy County Contribution**

1/3 Estimated Construction Costs: \$155,055.00  
1/3 Estimated Soft Costs:

Engineering Design, Construction	
Admin, Geotechnical & Testing	\$32,561.55

**Total Estimated Soft Costs:** \$32,561.55

**Total Estimated Costs Sarpy County:** \$187,616.55

**Estimated 1/3 Contribution - Future East SID** \$230,052.97

**Estimated 1/3 Contribution - Ashbury Farm SID** \$230,052.97

AO

**PAVING- Walnut Hill Access**

Assumptions/Comments:



Included in 120th Street Costs on summary page

	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1.	REMOVE DRIVEWAY	1600	SY	\$12.00	\$19,200.00
2.	7" CONCRETE PAVEMENT - TYPE L65	660	SY	\$23.50	\$15,510.00
3.	COMMON EARTHWORK EXCAVATION	600	CY	\$2.50	\$1,500.00
4.	STRIP, STOCKPILE AND RESPREAD TOPSOIL	150	CY	\$3.00	\$450.00
5.	CONSTRUCT 18" R.C.P., CLASS III	50	LF	\$60.00	\$3,000.00
6.	REMOVE TREE	3	EA	\$250.00	\$750.00
7.	TREE MITIGATION	3	EA	\$300.00	\$900.00
8.	SEEDING - PERMANENT MIX	1.0	AC	\$2,000.00	\$2,000.00
9.	TEMPORARY ACCESS	1.0	LS	\$7,500.00	\$7,500.00
10.	CONTINGENCY				\$10,162.00

**Estimated Construction Costs:** \$60,972.00

**Estimated Soft Costs**

Engineering Design, Construction	
21.00% Admin, Geotechnical & Testing	\$12,804.12
5.00% Legal:	\$3,048.60
5.00% Fiscal:	\$3,841.24
7.00% Interest:	\$4,234.96
9 Duration (Months)	

**Total Estimated Soft Costs:** 39% \$23,928.92

**Total Estimated Costs:** \$84,900.92

**Estimated 1/3 Sarpy County Contribution**

1/3 Estimated Construction Costs: \$20,324.00

1/3 Estimated Soft Costs:  
 Engineering Design, Construction \$4,268.04

**Total Estimated Soft Costs:** \$4,268.04

**Total Estimated Costs Sarpy County:** \$24,592.04

**Estimated 1/3 Contribution - Future East SID** \$30,154.44

**Estimated 1/3 Contribution - Ashbury Farm SID** \$30,154.44

AP

**PAVING IN EXCESS OF 6" THICK**

**Assumptions/Comments:**

Total pavement in excess of 6" minus Sarpy County pavement contribution and G.O. pavement 3861

	<b>Bid Item Description</b>	<b>Approximate Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1.	1" CONCRETE PAVEMENT	1,800	SY	\$23.50	\$42,300.00
	CONTINGENCY				\$6,345.00

**Estimated Construction Costs: \$48,645.00**

FORMULA :

PAVEMENT MINOR QUANTITY	37,230SY
- SARPY COUNTY CONTRIBUTION	- 4,580 SY
- G.O. PAVEMENT QUANTITY	-5,625 SY
	<u>27,025</u>

$27,025 \text{ SY} \times (1/7") \times \$23.50/\text{SY} = \$90,726.78$

**Estimated Soft Costs**

Engineering Design, Construction	
21.00% Admin, Geotechnical & Testing	\$10,215.45
5.00% Legal:	\$2,432.25
5.00% Fiscal:	\$3,064.64
7.00% Interest:	\$3,378.76
9 Duration (Months)	

**Total Estimated Soft Costs: 39% \$19,091.10**

**Total Estimated Costs: \$67,736.10**

A9

**PAVING MINOR G.O.**

**Assumptions/Comments:**



Intersection paving and extra width paving beyond 25'

Bid Item Description		Approximate Quantity	Unit	Unit Price	Total
2 .	7" CONCRETE PAVEMENT - TYPE L65	5625	SY	\$23.50	\$132,187.50
3 .	COMMON EARTHWORK EXCAVATION	1875	CY	\$1.50	\$2,812.50
5 .	MEDIAN NOSE	6	EA	\$250.00	\$1,500.00
6 .	ADJUST MANHOLE TO GRADE	8	EA	\$150.00	\$1,200.00
7 .	EXTERNAL FRAME SEAL		EA	\$350.00	\$0.00
8 .	CONSTRUCT CURB INLET - TYPE I	10	EA	\$2,000.00	\$20,000.00
9 .	CONSTRUCT CURB INLET - TYPE III	25	EA	\$2,200.00	\$55,000.00
10 .	PREFORMED PAVEMENT MARKING TAPE MARKING SYMBOL - WHITE "ONLY"	1	EA	\$350.00	\$350.00
11 .	PREFORMED PAVEMENT MARKING TAPE MARKING SYMBOL - WHITE DIRECTIONAL ARROW	2	EA	\$350.00	\$700.00
12 .	4" PREFORMED PAVEMENT MARKING TAPE PAVEMENT MARKING - WHITE	4715	LF	\$3.00	\$14,145.00
13 .	24" PREFORMED PAVEMENT MARKING TAPE PAVEMENT MARKING - WHITE	28	LF	\$20.00	\$560.00
14 .	TOPSOIL PLACEMENT		CY	\$10.00	\$0.00
15 .	CONSTRUCT SILT FENCE	500	LF	\$3.00	\$1,500.00
16 .	CLEANOUT SILT FENCE	1500	LF	\$1.25	\$1,875.00
17 .	CLEANOUT SILT BASIN	4500	CY	\$3.00	\$13,500.00
18 .	SEEDING - TYPE "TEMPORARY SEED MIX"	5	AC	\$500.00	\$2,500.00
19 .	HAY OR STRAW MULCH	5	AC	\$450.00	\$2,250.00
20 .	JET EXISTING SEWER		LF	\$1.00	\$0.00
21 .	ROW ACQUISITION	0.00	AC	\$42,000.00	\$0.00
	CONTINGENCY				\$50,016.00

**Estimated Construction Costs:** \$300,096.00

**Estimated Soft Costs**

<b>Engineering Design, Construction</b>		
21.00%	Admin, Geotechnical & Testing	\$63,020.16
5.00%	Legal:	\$15,004.80
5.00%	Fiscal:	\$18,906.05
7.00%	Interest:	\$20,843.92
	9 Duration (Months)	

**Total Estimated Soft Costs:** 39% \$117,774.93

**Total Estimated Costs:** \$417,870.93

Ar

**PAVING 120th Street - G.O.**

**Assumptions/Comments:**



Intersection paving and extra width paving beyond 25

Bid Item Description		Approximate Quantity	Unit	Unit Price	Total
1.	REMOVE 7" PAVEMENT	600	SY	\$10.00	\$6,000.00
2.	7" CONCRETE PAVEMENT - TYPE L65	7045	SY	\$23.50	\$165,557.50
3.	COMMON EARTHWORK EXCAVATION	2348.33	CY	\$1.50	\$3,522.50
4.	MEDIAN SURFACING	1500	SF	\$4.00	\$6,000.00
5.	MEDIAN NOSE	0	EA	\$250.00	\$0.00
6.	ADJUST MANHOLE TO GRADE	2	EA	\$150.00	\$300.00
7.	EXTERNAL FRAME SEAL	0	EA	\$350.00	\$0.00
8.	CONSTRUCT CURB INLET - TYPE III	10	EA	\$2,200.00	\$22,000.00
9.	PREFORMED PAVEMENT MARKING TAPE MARKING SYMBOL - WHITE "ONLY"	5	EA	\$350.00	\$1,750.00
10.	PREFORMED PAVEMENT MARKING TAPE MARKING SYMBOL - WHITE DIRECTIONAL ARROW	10	EA	\$350.00	\$3,500.00
11.	4" PREFORMED PAVEMENT MARKING TAPE PAVEMENT MARKING - WHITE	1285	LF	\$3.00	\$3,855.00
12.	24" PREFORMED PAVEMENT MARKING TAPE PAVEMENT MARKING - WHITE	100	LF	\$20.00	\$2,000.00
13.	TOPSOIL PLACEMENT	500	CY	\$10.00	\$5,000.00
14.	CONSTRUCT SILT FENCE	100	LF	\$3.00	\$300.00
15.	CLEANOUT SILT FENCE	500	LF	\$1.25	\$625.00
16.	CLEANOUT SILT BASIN	500	CY	\$3.00	\$1,500.00
17.	TREE MITIGATION	40	EA	\$300.00	\$12,000.00
18.	SEEDING - TYPE "TEMPORARY SEED MIX"	1.85	AC	\$500.00	\$925.00
19.	ROLLED EROSION CONTROL, TYPE II	1000	SY	\$3.00	\$3,000.00
20.	HAY OR STRAW MULCH	1	AC	\$450.00	\$450.00
21.	ROW ACQUISITION	0.00	AC	\$42,000.00	\$0.00
22.	TEMPORARY GRADING EASEMENT	0.00	AC	\$10,500.00	\$0.00
23.	CONTINGENCY				\$59,571.25

**Estimated Construction Costs:** \$297,856.25

**Estimated Soft Costs**

<b>Engineering Design, Construction</b>	
21.00% Admin, Geotechnical & Testing	\$62,549.81
5.00% Legal:	\$14,892.81
5.00% Fiscal:	\$18,764.94
7.00% Interest:	\$20,688.35
<b>9 Duration (Months)</b>	

**Total Estimated Soft Costs:** 39% \$116,895.92

**Total Estimated Costs:** \$414,752.17

**1/3 GO SID \*\*\*\*** \$138,250.72

AS

**PAVING- Walnut Hill Access G.O.**

**Assumptions/Comments:**



Included in 120th Street Costs on summary page

Bid Item Description		Approximate Quantity	Unit	Unit Price	Total
1.	REMOVE DRIVEWAY	1600	SY	\$12.00	\$19,200.00
2.	7" CONCRETE PAVEMENT - TYPE L65	660	SY	\$23.50	\$15,510.00
3.	COMMON EARTHWORK EXCAVATION	600	CY	\$2.50	\$1,500.00
4.	STRIP, STOCKPILE AND RESPREAD TOPSOIL	150	CY	\$3.00	\$450.00
5.	CONSTRUCT 18" R.C.P., CLASS III	50	LF	\$60.00	\$3,000.00
6.	REMOVE TREE	3	EA	\$250.00	\$750.00
7.	TREE MITIGATION	3	EA	\$300.00	\$900.00
8.	SEEDING - PERMANENT MIX	1.0	AC	\$2,000.00	\$2,000.00
9.	TEMPORARY ACCESS	1.0	LS	\$7,500.00	\$7,500.00
10.	CONTINGENCY				\$10,162.00

**Estimated Construction Costs: \$60,972.00**

**Estimated Soft Costs**

<b>Engineering Design, Construction</b>		
21.00%	Admin, Geotechnical & Testing	\$12,804.12
5.00%	Legal:	\$3,048.60
5.00%	Fiscal:	\$3,841.24
7.00%	Interest:	\$4,234.96
9 Duration (Months)		

**Total Estimated Soft Costs: 39% \$23,928.92**

**Total Estimated Costs: \$84,900.92**

**Estimated 1/3 Sarpy County Contribution**  
 1/3 Estimated Construction Costs: \$20,324.00  
 1/3 Estimated Soft Costs: Engineering Design, Construction \$4,268.04

**Total Estimated Soft Costs: \$4,268.04**

**Total Estimated Costs Sarpy County: \$24,592.04**

**Estimated 1/3 Contribution - Future East SID \$30,154.44**

**Estimated 1/3 Contribution - Ashbury Farm SID \$30,154.44**

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Au

**PAVING IN EXCESS OF 6" THICK - G.O.**

**Assumptions/Comments:**

Total pavement in excess of 6" minus Sarpy County pavement contribution

<b>Bid Item Description</b>		<b>Approximate Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1.	1" CONCRETE PAVEMENT	1,800	SY	\$23.50	\$42,300.00
	CONTINGENCY				\$6,345.00

**Estimated Construction Costs:** \$48,645.00

FORMULA :	PAVEMENT MINOR QUANTITY	37,230SY	
	- SARPY COUNTY CONTRIBUTION	- 4,580 SY	
	- G.O. PAVEMENT QUANTITY	-5,625 SY	
			27,025

27,025 SY X (1/7") X \$23.50/SY = \$90,726.78

**Estimated Soft Costs**

<b>Engineering Design, Construction</b>		
21.00%	Admin, Geotechnical & Testing	\$10,215.45
5.00%	Legal:	\$2,432.25
5.00%	Fiscal:	\$3,064.64
7.00%	Interest:	\$3,378.76
9 Duration (Months)		

**Total Estimated Soft Costs:** 39% \$19,091.10

**Total Estimated Costs:** \$67,736.10



AV

**PAVING MAJOR**

**Assumptions/Comments:**



Highway 370 Decel Lane

	Bid Item Description	Approximate		Unit Price	Total
		Quantity	Unit		
1 .	10" CONCRETE PAVEMENT - TYPE L65	2,550	SY	\$45.00	\$114,750.00
2 .	STORM SEWER	1	LS	\$45,000.00	\$45,000.00
3 .	EARTHWORK (EXCAVATION)	450	CY	\$6.00	\$2,700.00
4 .	EARTHWORK (EMBANKMENT)	300	CY	\$6.00	\$1,800.00
5	PREFORMED PAVEMENT MARKING TAPE MARKING SYMBOL - WHITE "ONLY"	1	EA	\$350.00	\$350.00
6	PREFORMED PAVEMENT MARKING TAPE MARKING SYMBOL - WHITE DIRECTIONAL ARROW	2	EA	\$350.00	\$700.00
7 .	4" PREFORMED PAVEMENT MARKING TAPE PAVEMENT MARKING - WHITE	1300	LF	\$3.00	\$3,900.00
8 .	CONSTRUCT 24" R.C.P., CLASS III	100	LF	\$35.00	\$3,500.00
9 .	CONSTRUCT 24" R.C. FLARED END SECTION	2	EA	\$750.00	\$1,500.00
10 .	CONSTRUCT 24" PIPE BEDDING	100	LF	\$4.50	\$450.00
11	INSTALL OPTICOM SYSTEM (4 LEGS)	1	LS	\$5,000.00	\$5,000.00
12	CONTINGENCY				\$53,895.00

**Estimated Construction Costs:** \$233,545.00

Estimated Soft Costs

<b>Engineering Design, Construction</b>		
21.00%	<b>Admin, Geotechnical &amp; Testing</b>	\$49,044.45
5.00%	<b>Legal:</b>	\$11,677.25
5.00%	<b>Fiscal:</b>	\$14,713.34
7.00%	<b>Interest:</b>	\$16,221.45
<b>9 Duration (Months)</b>		

**Total Estimated Soft Costs:** 39% \$91,656.49

**Total Estimated Costs:** \$325,201.49

AW

**Highway 370 Contribution**

**Assumptions/Comments:**



Highway south Contribution = \$603,858.69 (Per interlocal agreement with SID 290: Sarpy County  
Our Property frontage is 1985' of 3308' or 60%

	<b>Bid Item Description</b>	<b>Approximate Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1.	HWY 370 CONTRIBUTION	1	LS	\$362,351.21	\$362,351.21

**Estimated Construction Costs:** \$362,351.21

**Estimated Soft Costs**

<b>Engineering Design, Construction</b>		
1.00% Admin, Geotechnical & Testing		\$3,623.51
2.00% Legal:		\$7,247.02
5.00% Fiscal:		\$18,661.09
7.00% Interest:		\$13,715.90
6 Duration (Months)		

**Total Estimated Soft Costs:** 12% \$43,247.52

**Total Estimated Costs:** \$405,598.73

Ax

**PAVING MAJOR G.O.**

**Assumptions/Comments:**

Highway 370 Decel Lane

Bid Item Description		Approximate Quantity	Unit	Unit Price	Total
1 .	10" CONCRETE PAVEMENT - TYPE L65	2,550	SY	\$45.00	\$114,750.00
2 .	STORM SEWER	1	LS	\$45,000.00	\$45,000.00
3 .	EARTHWORK (EXCAVATION)	450	CY	\$6.00	\$2,700.00
4 .	EARTHWORK (EMBANKMENT)	300	CY	\$6.00	\$1,800.00
5	PREFORMED PAVEMENT MARKING TAPE MARKING SYMBOL - WHITE "ONLY"	1	EA	\$350.00	\$350.00
6	PREFORMED PAVEMENT MARKING TAPE MARKING SYMBOL - WHITE DIRECTIONAL ARROW	2	EA	\$350.00	\$700.00
7 .	4" PREFORMED PAVEMENT MARKING TAPE PAVEMENT MARKING - WHITE	1300	LF	\$3.00	\$3,900.00
8 .	CONSTRUCT 24" R.C.P., CLASS III	100	LF	\$35.00	\$3,500.00
9 .	CONSTRUCT 24" R.C. FLARED END SECTION	2	EA	\$750.00	\$1,500.00
10 .	CONSTRUCT 24" PIPE BEDDING	100	LF	\$4.50	\$450.00
11	INSTALL OPTICOM SYSTEM (4 LEGS)	1	LS	\$5,000.00	\$5,000.00
12	CONTINGENCY				\$53,895.00

**Estimated Construction Costs:** \$233,545.00

**Estimated Soft Costs**

**Engineering Design, Construction**

21.00% Admin, Geotechnical & Testing \$49,044.45  
 5.00% Legal: \$11,677.25  
 5.00% Fiscal: \$14,713.34  
 7.00% Interest: \$16,221.45

9 Duration (Months)

**Total Estimated Soft Costs:** 39% \$91,656.49

**Total Estimated Costs:** \$325,201.49

**Reimbursible from Adj SID (10%):** \$32,520.15

**Total Ashbury GO:** \$292,681.34

AY

**Highway 370 Contribution - G.O.**

**Assumptions/Comments:**



Highway south Contribution = \$603,858.69 (Per interlocal agreement with SID 290: Sarpy County  
Our Property frontage is 1985' of 3308' or 60%

Bid Item Description		Approximate Quantity	Unit	Unit Price	Total
1 .	HWY 370 CONTRIBUTION	1	LS	\$362,351.21	\$362,351.21

**Estimated Construction Costs:** \$362,351.21

**Estimated Soft Costs**

**Engineering Design, Construction**

1.00% Admin, Geotechnical & Testing	\$3,623.51
2.00% Legal:	\$7,247.02
5.00% Fiscal:	\$18,661.09
7.00% Interest:	\$13,715.90
6 Duration (Months)	

**Total Estimated Soft Costs:** 12% \$43,247.52

**Total Estimated Costs:** \$405,598.73

**SIDEWALKS**

**Assumptions/Comments:**



5' trail with Outlots A, C, D, E, H, and I  
10' Trail along 120th Street will be half reimbursable from the future SID to the east

	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1	4" CONCRETE SIDEWALK	25,831	SF	\$3.50	\$90,408.50
2	SUBGRADE PREPARATION	3,000	SY	\$2.50	\$7,500.00
3	COMMON EARTH EXCAVATION	1,000	CY	\$7.00	\$7,000.00
4	CONSTRUCT CONCRETE CURB RAMP	400	SF	\$9.00	\$3,600.00
5	CONSTRUCT DETECTABLE WARNING PANEL	15	EA	\$100.00	\$1,500.00
6	SEEDING - TYPE "NON -IRRIGATED LAWN AND TURF SEED"	2	AC	\$1,600.00	\$3,200.00
7	HAY OR STRAW MULCH	2	AC	\$450.00	\$900.00
8	CONTINGENCY				\$13,034.63

**Estimated Construction Costs:** \$127,143.13

**Estimated Soft Costs**

**Engineering Design, Construction**

21.00% Admin, Geotechnical & Testing	\$26,700.06
5.00% Legal:	\$6,357.16
5.00% Fiscal:	\$8,010.02
7.00% Interest:	\$11,774.73
12 Duration (Months)	

**Total Estimated Soft Costs:** 42% \$52,841.96

**Total Estimated Costs:** \$179,985.09

**120th STREET SIDEWALKS**

**Assumptions/Comments:**



10' Trail along 120th Street will be half reimbursable from the future SID to the east

	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1	4" CONCRETE SIDEWALK	28,984	SF	\$3.50	\$101,444.00
2	SUBGRADE PREPARATION	3,000	SY	\$2.50	\$7,500.00
3	COMMON EARTH EXCAVATION	0	CY	\$7.00	\$0.00
4	CONSTRUCT CONCRETE CURB RAMP	0	SF	\$9.00	\$0.00
5	CONSTRUCT DETECTABLE WARNING PANEL	0	EA	\$100.00	\$0.00
6	SEEDING - TYPE "NON -IRRIGATED LAWN AND TURF SEED"	0	AC	\$1,600.00	\$0.00
7	HAY OR STRAW MULCH	0	AC	\$450.00	\$0.00
8	CONTINGENCY				\$13,000.00

**Estimated Construction Costs:** \$121,944.00

**Estimated Soft Costs**

**Engineering Design, Construction**

21.00% Admin, Geotechnical & Testing	\$25,608.24
5.00% Legal:	\$6,097.20
5.00% Fiscal:	\$7,682.47
7.00% Interest:	\$11,293.23
12 Duration (Months)	

**Total Estimated Soft Costs:** 42% \$50,681.15

**Total Estimated Costs:** \$172,625.15

1/2 REIMBURSABLE FROM FUTURE SID \$86,312.57

**SIDEWALKS G.O.**

**Assumptions/Comments:**



All Sidewalks are G.O. except the reimbursable Trail along 120th Street

Bid Item Description		Approximate Quantity	Unit	Unit Price	Total
1	4" CONCRETE SIDEWALK	25,831	SF	\$3.50	\$90,408.50
2	SUBGRADE PREPARATION	3,000	SY	\$2.50	\$7,500.00
3	COMMON EARTH EXCAVATION	1,000	CY	\$7.00	\$7,000.00
4	CONSTRUCT CONCRETE CURB RAMP	400	SF	\$9.00	\$3,600.00
5	CONSTRUCT DETECTABLE WARNING PANEL	15	EA	\$100.00	\$1,500.00
6	SEEDING - TYPE "NON -IRRIGATED LAWN AND TURF SEED"	2	AC	\$1,600.00	\$3,200.00
7	HAY OR STRAW MULCH	2	AC	\$450.00	\$900.00
8	CONTINGENCY				\$13,028.22

**Estimated Construction Costs:** \$127,136.72

**Estimated Soft Costs**

**Engineering Design, Construction**

21.00% Admin, Geotechnical & Testing	\$26,698.71
5.00% Legal:	\$6,356.84
5.00% Fiscal:	\$8,009.61
7.00% Interest:	\$11,774.13
12 Duration (Months)	

**Total Estimated Soft Costs:** 42% \$52,839.29

**Total Estimated Costs:** **\$179,976.01**

**120th STREET SIDEWALKS - G.O.**

**Assumptions/Comments:**



10' Trail along 120th Street will be half reimbursable from the future SID to the east

Bid Item Description		Approximate Quantity	Unit	Unit Price	Total
1	4" CONCRETE SIDEWALK	28,984	SF	\$3.50	\$101,444.00
2	SUBGRADE PREPARATION	3,000	SY	\$2.50	\$7,500.00
3	COMMON EARTH EXCAVATION	0	CY	\$7.00	\$0.00
4	CONSTRUCT CONCRETE CURB RAMP	0	SF	\$9.00	\$0.00
5	CONSTRUCT DETECTABLE WARNING PANEL	0	EA	\$100.00	\$0.00
6	SEEDING - TYPE "NON -IRRIGATED LAWN AND TURF SEED"	0	AC	\$1,600.00	\$0.00
7	HAY OR STRAW MULCH	0	AC	\$450.00	\$0.00
8	CONTINGENCY				\$13,000.00

**Estimated Construction Costs:** \$121,944.00

**Estimated Soft Costs**

**Engineering Design, Construction**

21.00% Admin, Geotechnical & Testing	\$25,608.24
5.00% Legal:	\$6,097.20
5.00% Fiscal:	\$7,682.47
7.00% Interest:	\$11,293.23
12 Duration (Months)	

**Total Estimated Soft Costs:** 42% \$50,681.15

**Total Estimated Costs:** **\$172,625.15**

**1/2 REIMBURSABLE FROM FUTURE SID** \$86,312.57

**REGULATORY SIGNAGE**

Assumptions/Comments:



Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1 . STREET SIGN WITH DECORATIVE SWING PROOF BRACKETS	14	EA	\$250.00	\$3,500.00
2 . "STOP" SIGN (24")	19	EA	\$200.00	\$3,800.00
3 . SPEED LIMIT SIGN (18"X24")	5	EA	\$175.00	\$875.00
4 . "KEEP RIGHT" SIGN (18X24")	13	EA	\$175.00	\$2,275.00
5 . "PEDESTRIAN CROSSING" SIGN (30"X30")	4	EA	\$250.00	\$1,000.00
6 CONTINGENCY				\$1,717.50

**Estimated Construction Costs:** \$13,167.50

**Estimated Soft Costs**

<b>Engineering Design and Construction Administration:</b>	\$3,291.88
25.00% <b>Legal:</b>	\$658.38
5.00% <b>Fiscal:</b>	\$855.89
7.00% <b>Interest:</b>	\$943.62
9 <b>Duration (Months)</b>	

**Total Estimated Soft Costs:** 44% \$5,749.75

**Total Estimated Costs:** \$18,917.25

**LANDSCAPING**

Assumptions/Comments:



Boulevard Landscaping in 120th Street

Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1 . LANDSCAPING BUDGET	1.00	LS	\$100,000.00	\$100,000.00

**Estimated Construction Costs:** \$100,000.00

**Estimated Soft Costs**

<b>Engineering Design, Construction Admin, Geotechnical &amp; Testing</b>	\$21,000.00
5.00% <b>Legal:</b>	\$5,000.00
5.00% <b>Fiscal:</b>	\$6,300.00
7.00% <b>Interest:</b>	\$6,945.75
9 <b>Duration (Months)</b>	

**Total Estimated Soft Costs:** 39% \$39,245.75

**Total Estimated Costs:** \$139,245.75

BC

**PARKS AQUISITION**

**Assumptions/Comments:**

Outlot F is park land. Purchase price of land was 42,000. 50% max purchase price allows. Also not going to special any of this, so only seeking reimbursement of 50%. So unit price is 25% of 42,000 or \$10,500. Total lot area is 3.41 acres. Drainageway 3:1 + 20 is approximatley .41 acre and will be donated.

	<b>Bid Item Description</b>	<b>Approximate Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1 .	PARK ACQUISITION - OUTLOT F	3.00	AC	\$10,500.00	\$31,500.00

**Estimated Construction Costs:** \$31,500.00

**Estimated Soft Costs**

**Engineering Design and**

3.00% <b>Construction Administration:</b>	\$945.00
2.00% <b>Legal:</b>	\$630.00
5.00% <b>Fiscal:</b>	\$1,653.75
7.00% <b>Interest:</b>	\$2,431.01

12 **Duration (Months)**

**Total Estimated Soft Costs:** 18% \$5,659.76

**Total Estimated Costs:** \$37,159.76



Bd

**REGULATORY SIGNAGE - G.O.**

**Assumptions/Comments:**



All signage is G.O.

Bid Item Description		Approximate Quantity	Unit	Unit Price	Total
1.	STREET SIGN WITH DECORATIVE SWING PROOF BRACKETS	14	EA	\$250.00	\$3,500.00
2.	"STOP" SIGN (24")	19	EA	\$200.00	\$3,800.00
3.	SPEED LIMIT SIGN (18"X24")	5	EA	\$175.00	\$875.00
4.	"KEEP RIGHT" SIGN (18X24")	13	EA	\$175.00	\$2,275.00
5.	"PEDESTRIAN CROSSING" SIGN (30"X30")	4	EA	\$250.00	\$1,000.00
6.	CONTINGENCY				\$1,717.50

**Estimated Construction Costs:** \$13,167.50

**Estimated Soft Costs**

25.00% Engineering Design and	\$3,291.88
5.00% Legal:	\$658.38
5.00% Fiscal:	\$855.89
7.00% Interest:	\$943.62
9 Duration (Months)	

**Total Estimated Soft Costs:** 44% \$5,749.75

**Total Estimated Costs:** \$18,917.25

**LANDSCAPING - G.O.**

**Assumptions/Comments:**



Boulevard Landscaping in 120th Street

Bid Item Description		Approximate Quantity	Unit	Unit Price	Total
1.	LANDSCAPING	1.00	LS	\$100,000.00	\$100,000.00

**Estimated Construction Costs:** \$100,000.00

**Estimated Soft Costs**

Engineering Design, Construction	
21.00% Admin, Geotechnical & Testing	\$21,000.00
5.00% Legal:	\$5,000.00
5.00% Fiscal:	\$6,300.00
7.00% Interest:	\$6,945.75
9 Duration (Months)	

**Total Estimated Soft Costs:** 39% \$39,245.75

**Total Estimated Costs:** \$139,245.75

**PARKS ACQUISITION - G.O.**

**Assumptions/Comments:**

Outlot F is park land. Purchase price of land was 42,000. 50% max purchase price allows. Also not going to special any of this, so only seeking reimbursement of 50%. So unit price is 25% of 42,000 or \$10,500. Total lot area is 3.41 acres. Drainageway 3:1 + 20 is approximatley .41 acre and will be donated.

	<b>Bid Item Description</b>	<b>Approximate Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1.	PARK ACQUISITION - OUTLOT F	3.00	AC	\$10,500.00	\$31,500.00

**Estimated Construction Costs:** \$31,500.00

**Estimated Soft Costs**

<b>Engineering Design and</b>	
3.00% <b>Construction Administration:</b>	\$945.00
2.00% <b>Legal:</b>	\$630.00
5.00% <b>Fiscal:</b>	\$1,653.75
7.00% <b>Interest:</b>	\$2,431.01
<b>12 Duration (Months)</b>	

**Total Estimated Soft Costs:** 18% \$5,659.76

**Total Estimated Costs:** \$37,159.76

**WATER INTERIOR**

Assumptions/Comments:



Bid Item Description		Approximate Quantity	Unit	Unit Price	Total
1.	CONSTRUCT 6" WATER MAIN	2,000	LF	\$20.00	\$40,000.00
2.	CONSTRUCT 8" WATER MAIN	5,000	LF	\$24.00	\$120,000.00
3.	CONSTRUCT 12" WATER MAIN	8,700	LF	\$35.00	\$304,500.00
4.	CONSTRUCT 6" PIPE BEDDING	2,000	LF	\$3.00	\$6,000.00
5.	CONSTRUCT 8" PIPE BEDDING	5,000	LF	\$4.00	\$20,000.00
6.	CONSTRUCT 12" PIPE BEDDING	8,700	LF	\$6.00	\$52,200.00
7.	BORE AND JACK 16" STEEL CASING	460	LF	\$200.00	\$92,000.00
8.	CUT IN 12" TEE AND VALVE	2	EA	\$800.00	\$1,600.00
9.	CONSTRUCT END OF MAIN HYDRANT, GATE VALVE AND TEE ASSEMBLY AND BACKING BLOCK	4	EA	\$3,000.00	\$12,000.00
10.	CONSTRUCT HYDRANT, GATE VALVE AND TEE ASSEMBLY	23	EA	\$3,100.00	\$71,300.00
11.	CONSTRUCT 12 X 12 X 8 M.J. TEE ASSEMBLY AND BACKING BLOCK	5	EA	\$450.00	\$2,250.00
12.	CONSTRUCT 8 X 8 X 6 M.J. TEE ASSEMBLY AND BACKING BLOCK	3	EA	\$400.00	\$1,200.00
13.	CONSTRUCT 12X12X12X12 CROSS ASSEMBLY	3	EA	\$450.00	\$1,350.00
14.	CONSTRUCT 12X12X8X8 CROSS ASSEMBLY	1	EA	\$425.00	\$425.00
15.	CONSTRUCT 8X8X6X6 CROSS ASSEMBLY	1	EA	\$400.00	\$400.00
16.	CONSTRUCT M.J. GATE VALVE AND BOX	32	EA	\$1,500.00	\$48,000.00
17.	CONSTRUCT 12" x 90 DEGREE HORIZONTAL BEND WITH BACKING BLOCK	3	EA	\$450.00	\$1,350.00
18.	CONSTRUCT 12" x 45 DEGREE HORIZONTAL BEND WITH BACKING BLOCK	2	EA	\$450.00	\$900.00
19.	CONSTRUCT 12" x 22.5 DEGREE HORIZONTAL BEND WITH BACKING BLOCK	6	EA	\$450.00	\$2,700.00
20.	CONSTRUCT 6" x 22.5 DEGREE HORIZONTAL BEND WITH BACKING BLOCK	2	EA	\$300.00	\$600.00
21.	CONSTRUCT 8" X 6" REDUCER	2	EA	\$150.00	\$300.00
22.	CONSTRUCT 6" X 6" REDUCER	2	EA	\$150.00	\$300.00
23.	CONSTRUCT CHLORINE TUBE	2	EA	\$1,500.00	\$3,000.00
24.	CONSTRUCT SAMPLE TAP	20	EA	\$400.00	\$8,000.00
25.	CONSTRUCT SILT FENCE	1,500.00	LF	\$3.00	\$4,500.00
26.	CONTINGENCY				\$100,000.00

**Estimated Construction Costs:** \$894,875.00

**Estimated Soft Costs**

Engineering Design, Construction	
21.00% Admin, Geotechnical & Testing	\$187,923.75
5.00% Legal:	\$44,743.75
5.00% Fiscal:	\$56,377.13
7.00% Interest:	\$62,155.78
9 Duration (Months)	

**Total Estimated Soft Costs:** 39% \$351,200.41

**Total Estimated Costs:** \$1,246,075.41

Bg

**CAPITAL FACILITIES CHARGES**

Assumptions/Comments:



Bid Item Description		Approximate Quantity	Unit	Unit Price	Total
1 .	CAPITAL FACILITIES CHARGES - RESIDENTIAL	110	LOTS	\$1,970.00	\$216,700.00
2 .	CAPITAL FACILITIES CHARGES - COMMERCIAL/MIXED USE	44.521	AC	\$5,625.00	\$250,430.63
4 .	CAPITAL FACILITIES CHARGES - OUTLOTS (A THRU F)	7.44	AC	\$5,515.00	\$41,031.60
<b>Estimated Construction Costs:</b>					\$508,162.23
<b>Less credit:</b> 25%					\$127,040.56
<b>Net Costs:</b>					\$381,121.67
<b>Estimated Soft Costs</b>					
2.00% Legal:					\$7,622.43
5.00% Fiscal:					\$19,437.21
7.00% Interest:					\$21,429.52
9 Duration (Months)					
<b>Total Estimated Soft Costs:</b> 10%					\$48,489.16
<b>Total Estimated Costs:</b>					<b>\$556,651.38</b>

**City Infrastructure Contribution**

Assumptions/Comments:



Total fee to be split between North Shore and Ashbury Farm - Total contribution per Jeff Thompson on 2/6/2013 is \$1,356,000. Assume no reimbursibles at this time. Now showing full amount with reimbursible by North

Bid Item Description		Approximate Quantity	Unit	Unit Price	Total
1 .	Contribution to City Infrastructure	1	LS	\$1,356,000.00	\$1,356,000.00
<b>Estimated Construction Costs:</b>					\$1,356,000.00
<b>Estimated Soft Costs</b>					
2.00% Legal:					\$27,120.00
5.00% Fiscal:					\$69,156.00
7.00% Interest:					\$50,829.66
6 Duration (Months)					
<b>Total Estimated Soft Costs:</b> 11%					\$147,105.66
<b>Total Estimated Costs:</b>					<b>\$1,503,105.66</b>

Bh

**WATER INTERIOR G.O.**

**Assumptions/Comments:**



Price difference for pipes larger than 8" is GO

Bid Item Description		Approximate Quantity	Unit	Unit Price	Total
1 .	CONSTRUCT 6" WATER MAIN	0	LF	\$20.00	\$0.00
2 .	CONSTRUCT 8" WATER MAIN	0	LF	\$24.00	\$0.00
3 .	CONSTRUCT 12" WATER MAIN (OFFSITE)	540	LF	\$35.00	\$18,900.00
	CONSTRUCT 12" WATER MAIN (COST DIFFERNCE WITH 8")	8,160	LF	\$15.00	\$122,400.00
4 .	CONSTRUCT 6" PIPE BEDDING	0	LF	\$3.00	\$0.00
5 .	CONSTRUCT 8" PIPE BEDDING	0	LF	\$4.00	\$0.00
6 .	CONSTRUCT 12" PIPE BEDDING (OFFSITE)	540	LF	\$6.00	\$3,240.00
	CONSTRUCT 12" PIPE BEDDING (OFFSITE)	8,160	LF	\$2.00	\$16,320.00
7 .	BORE AND JACK 16" STEEL CASING	460	LF	\$200.00	\$92,000.00
8 .	CUT IN 12" TEE AND VALVE	0	EA	\$800.00	\$0.00
	CONSTRUCT END OF MAIN HYDRANT, GATE VALVE AND TEE ASSEMBLY				
9 .	AND BACKING BLOCK	0	EA	\$3,000.00	\$0.00
10 .	CONSTRUCT HYDRANT, GATE VALVE AND TEE ASSEMBLY	0	EA	\$3,100.00	\$0.00
11 .	CONSTRUCT 12 X 12 X 8 M.J. TEE ASSEMBLY AND BACKING BLOCK	0	EA	\$450.00	\$0.00
12 .	CONSTRUCT 8 X 8 X 6 M.J. TEE ASSEMBLY AND BACKING BLOCK	0	EA	\$400.00	\$0.00
13 .	CONSTRUCT 12X12X12X12 CROSS ASSEMBLY	0	EA	\$450.00	\$0.00
14 .	CONSTRUCT 12X12X8X8 CROSS ASSEMBLY	0	EA	\$425.00	\$0.00
15 .	CONSTRUCT 8X8X6X6 CROSS ASSEMBLY	0	EA	\$400.00	\$0.00
16 .	CONSTRUCT M.J. GATE VALVE AND BOX	0	EA	\$1,500.00	\$0.00
	CONSTRUCT 12" x 90 DEGREE HORIZONTAL BEND WITH BACKING				
17 .	BLOCK	0	EA	\$450.00	\$0.00
	CONSTRUCT 12" x 45 DEGREE HORIZONTAL BEND WITH BACKING				
18 .	BLOCK	0	EA	\$450.00	\$0.00
	CONSTRUCT 12" x 22.5 DEGREE HORIZONTAL BEND WITH BACKING				
19 .	BLOCK	0	EA	\$450.00	\$0.00
	CONSTRUCT 6" x 22.5 DEGREE HORIZONTAL BEND WITH BACKING				
20 .	BLOCK	0	EA	\$300.00	\$0.00
21 .	CONSTRUCT 8" X 6" REDUCER	0	EA	\$150.00	\$0.00
22 .	CONSTRUCT 6" X 6" REDUCER	0	EA	\$150.00	\$0.00
23 .	CONSTRUCT CHLORINE TUBE	2	EA	\$1,500.00	\$3,000.00
24 .	CONSTRUCT SAMPLE TAP	20	EA	\$400.00	\$8,000.00
25 .	CONSTRUCT SILT FENCE	1,500.00	LF	\$3.00	\$4,500.00
26 .	CONTINGENCY				\$50,000.00

**Estimated Construction Costs:** \$318,360.00

**Estimated Soft Costs**

<b>Engineering Design, Construction</b>	
21.00% Admin, Geotechnical & Testing	\$66,855.60
5.00% Legal:	\$15,918.00
5.00% Fiscal:	\$20,056.68
7.00% Interest:	\$22,112.49
9 Duration (Months)	

**Total Estimated Soft Costs:** 39% \$124,942.77

**Total Estimated Costs:** **\$443,302.77**

Bi

**City Infrastructure Contribution - G.O.**

**Assumptions/Comments:**



Total fee to be split between North Shore and Ashbury Farm - Total contribution per Jeff Thompson on 2/6/2013 is \$1,356,000. Assume no reimbursibles at this time.

<b>Bid Item Description</b>		<b>Approximate Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1 .	Contribution to City Infrastructure	1	LS	\$1,356,000.00	\$1,356,000.00

**Estimated Construction Costs:** \$1,356,000.00

**Estimated Soft Costs**

2.00% Legal: \$27,120.00  
 5.00% Fiscal: \$69,156.00  
 7.00% Interest: \$50,829.66  
 6 Duration (Months)

**Total Estimated Soft Costs:** 11% \$147,105.66

**Total Estimated Costs:** \$1,503,105.66

**Reimbursable by North Shore:** \$601,242.26

**Ashbury G.O.:** \$901,863.40

Bj

**POWER**

**Assumptions/Comments:**



Commercial Service could be Delayed

	<b>Bid Item Description</b>	<b>Approximate Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1	UNDERGROUND SERVICE - RESIDENTIAL	110	LOT	\$880.00	\$96,800.00

**Estimated Construction Costs:** \$96,800.00

**Estimated Soft Costs**

<b>Engineering Design, Construction</b>		
21.00%	<b>Admin, Geotechnical &amp; Testing</b>	\$20,328.00
5.00%	<b>Legal:</b>	\$4,840.00
5.00%	<b>Fiscal:</b>	\$6,098.40
7.00%	<b>Interest:</b>	\$6,723.49
9 Duration (Months)		

**Total Estimated Soft Costs:** 39% \$37,989.89

**Total Estimated Costs:** \$134,789.89

**POWER**

**Assumptions/Comments:**



Commercial Service could be Delayed

	<b>Bid Item Description</b>	<b>Approximate Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1 .	UNDERGROUND SERVICE - COMMERCIAL	44.521	AC	\$3,150.00	\$140,241.15

**Estimated Construction Costs:** \$140,241.15

**Estimated Soft Costs**

<b>Engineering Design, Construction</b>		
21.00%	<b>Admin, Geotechnical &amp; Testing</b>	\$29,450.64
5.00%	<b>Legal:</b>	\$7,012.06
5.00%	<b>Fiscal:</b>	\$8,835.19
7.00%	<b>Interest:</b>	\$9,740.80
9 Duration (Months)		

**Total Estimated Soft Costs:** 39% \$55,038.69

**Total Estimated Costs:** \$195,279.84

BK

**DECORATIVE STREET LIGHTS**

**Assumptions/Comments:**



Using OPPD decorative street light yearly rate, fee and cost differentials PDF provided by Pat Carnazzo with OPPD  
 Using Acorn style street lights with decorative base. Using Acorn style street lights with decorative base and assumed 180' spacing (15,000 lf of streets).

	<b>Bid Item Description</b>	<b>Approximate Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1 .	DECORATIVE STREET LIGHTS	84 EA		2,273.32	\$190,958.88

**Estimated Construction Costs:** \$190,958.88

**Estimated Soft Costs**

3.00% Engineering Design and	\$5,728.77
5.00% Legal:	\$9,547.94
5.00% Fiscal:	\$10,311.78
7.00% Interest:	\$7,579.16
6 Duration (Months)	

**Total Estimated Soft Costs:** 17% \$33,167.65

**Total Estimated Costs:** \$224,126.53



**CIVIL DEFENSE SIREN**

Assumptions/Comments:



	<b>Bid Item Description</b>	<b>Approximate Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1 .	Civil Defense Siren	1	LS	\$30,000.00	\$30,000.00

**Estimated Construction Costs:** \$30,000.00

**Estimated Soft Costs**

**Engineering Design, Construction**

25.00% Admin, Geotechnical & Testing	\$7,500.00
5.00% Legal:	\$1,500.00
5.00% Fiscal:	\$1,950.00
7.00% Interest:	\$1,433.25

6 Duration (Months)

**Total Estimated Soft Costs:** 41% \$12,383.25

**Total Estimated Costs:** \$42,383.25

Bm

**Plan Review Fee**

Assumptions/Comments:



	Bid Item Description	Construction Cost	Plan Review Fee	Total
1 .	SANITARY SEWER - INTERIOR	\$654,856.29	1.00%	\$6,548.56
2 .	SANITARY SEWER - OUTFALL	\$486,783.50	1.00%	\$4,867.84
3 .	STORM SEWER	\$478,145.50	1.00%	\$4,781.46
4 .	PAVING MINOR	\$1,167,125.00	1.00%	\$11,671.25
5 .	PAVING 120TH STREET	\$465,165.00	1.00%	\$4,651.65
6 .	PAVING MAJOR	\$233,545.00	1.00%	\$2,335.45
7 .	SIDEWALKS	\$249,087.13	1.00%	\$2,490.87
8 .	LANDSCAPING	\$100,000.00	1.00%	\$1,000.00
9 .	WATER INTERIOR	\$894,875.00	1.00%	\$8,948.75
10 .	CIVIL DEFENSE SIREN	\$30,000.00	1.00%	\$300.00
11 .	REGULATORY SIGNS	\$13,167.50	1.00%	\$131.68

**Estimated Construction Costs:** \$47,727.50

**Estimated Soft Costs**

5.00% Fiscal: \$2,386.37

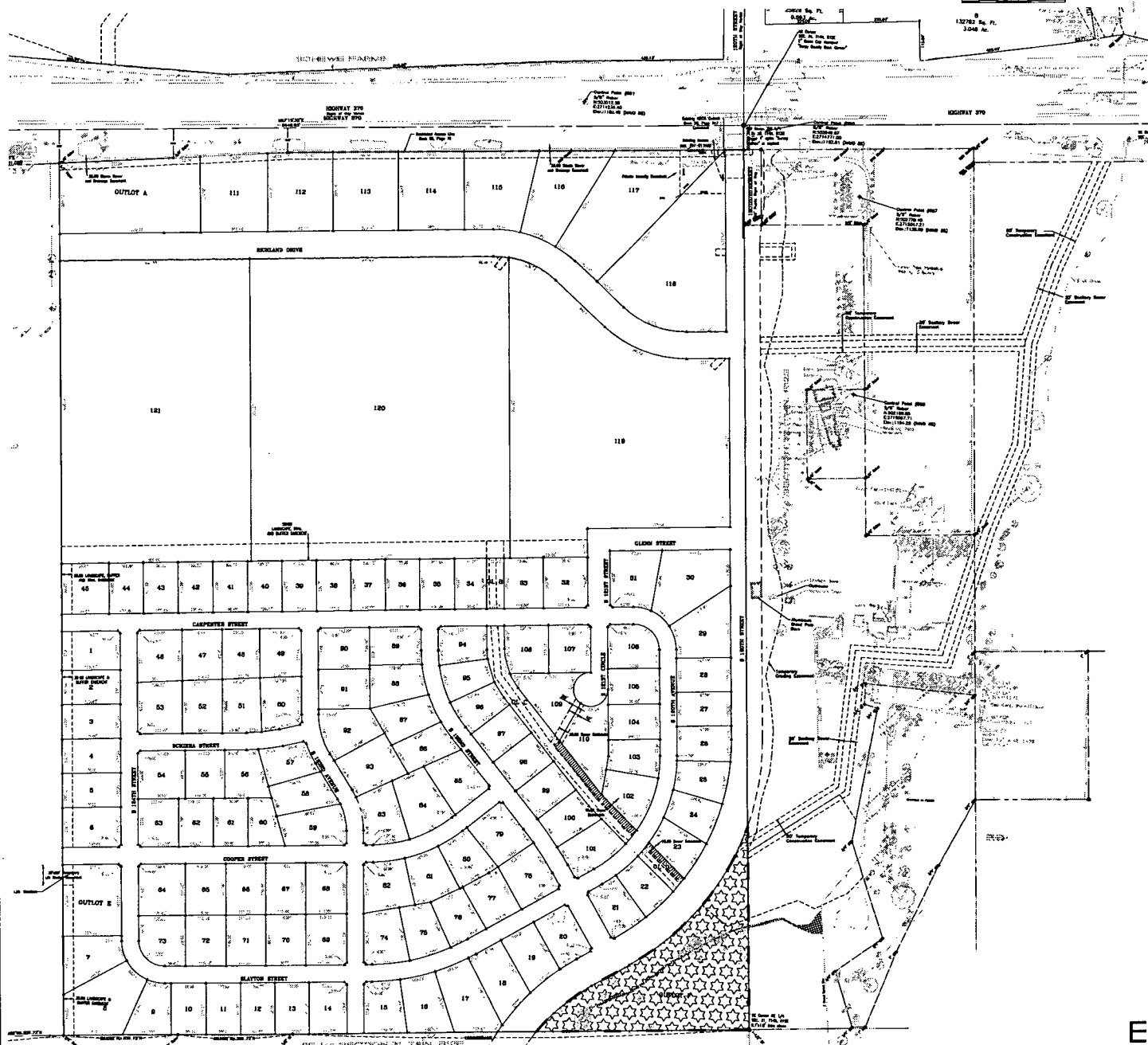
7.00% Interest: \$3,507.97

12 Duration (Months)

**Total Estimated Soft Costs:** 12% \$5,894.35

**Total Estimated Costs:** \$53,621.85

SANITARY AND IMPROVEMENT DISTRICT NO. 293, SARPY COUNTY, NEBRASKA  
 ASHBURY FARM



- LEGEND**
- Property Line
  - Proposed Sanitary Sewer
  - Proposed Storm Sewer
  - Proposed Water Main
  - Proposed Gas Line
  - Proposed Electric Line
  - Proposed Fire Hydrant Assembly
  - Proposed C.O. Paving
  - Proposed Driveway Retention
  - Existing Gas
  - Existing Water
  - Existing Storm Sewer
  - Existing Sanitary Sewer
  - Existing Sanitary Force Main
  - Existing Water Main
  - Existing Overhead Power
  - Existing Underground Power
  - Existing Structure
  - Existing Vegetation Limits
  - Dedicated Park Land

**LARP RYNEARSON & ASSOCIATES**  
 4020 West 15th Street, Suite 105  
 Lincoln, NE 68502  
 Phone: (402) 486-7443  
 Fax: (402) 486-7444  
 www.lra.com

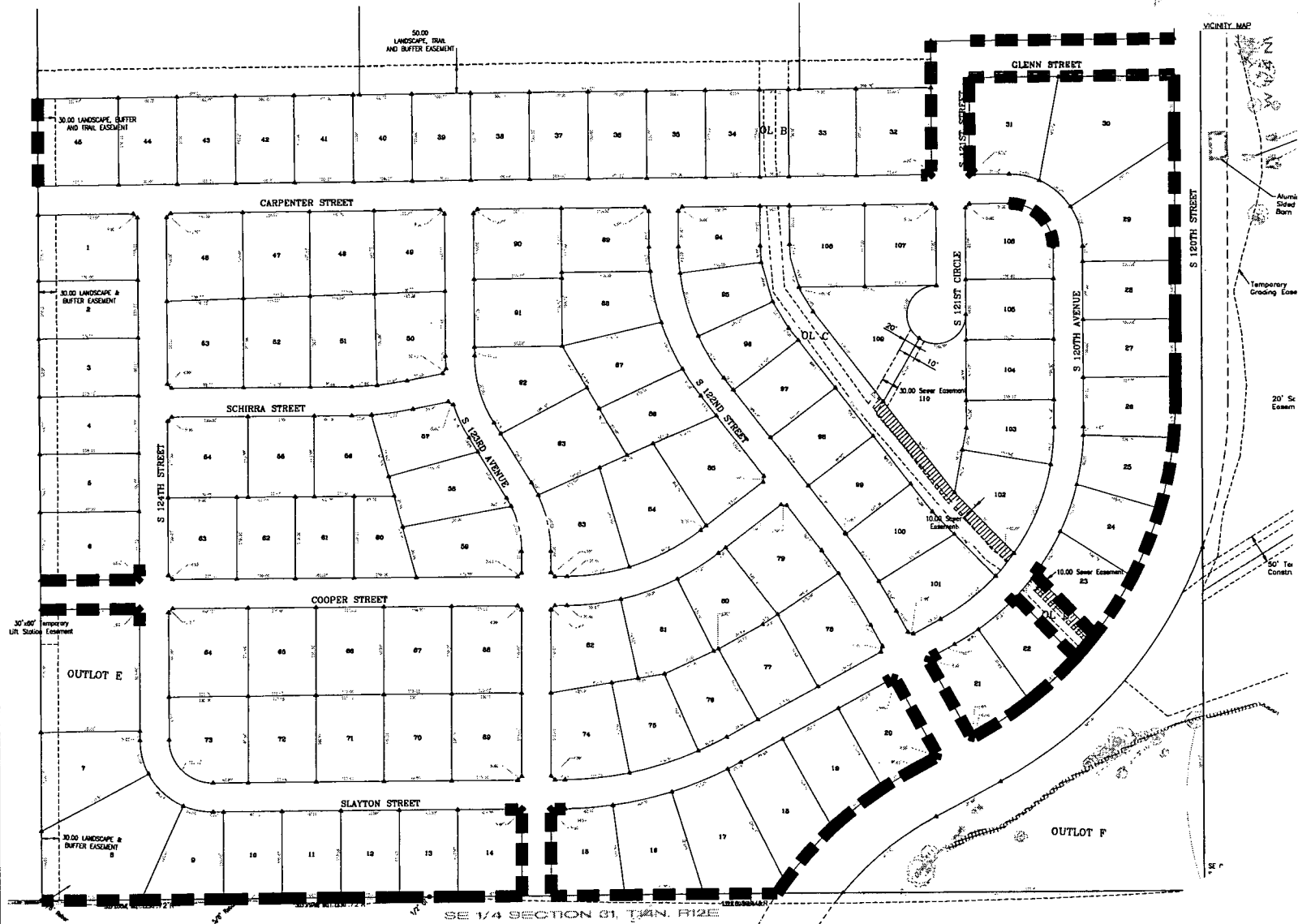
**DEDICATED PARK LAND**

Map Number: 2013-01-001  
 Date: 01/11/2013  
 Page: 1 of 1

EXHIBIT H

Bn

**SANITARY AND IMPROVEMENT DISTRICT NO. 293, SARPY COUNTY, NEBRASKA  
ASHBURY FARM**



**ACCESS RESTRICTIONS**

Map Number: 0475  
 Date: 11/17/2011  
 Scale: 1" = 100'

**LAMP RYNEARSON & ASSOCIATES**  
 1275 N. 16th St., Suite 101, Omaha, NE 68102  
 Phone: 402.464.7448  
 Fax: 402.464.7449  
 Email: info@lrap.com  
 Website: www.lrap.com

**ASHBURY FARM  
SARPY COUNTY, NEBRASKA**

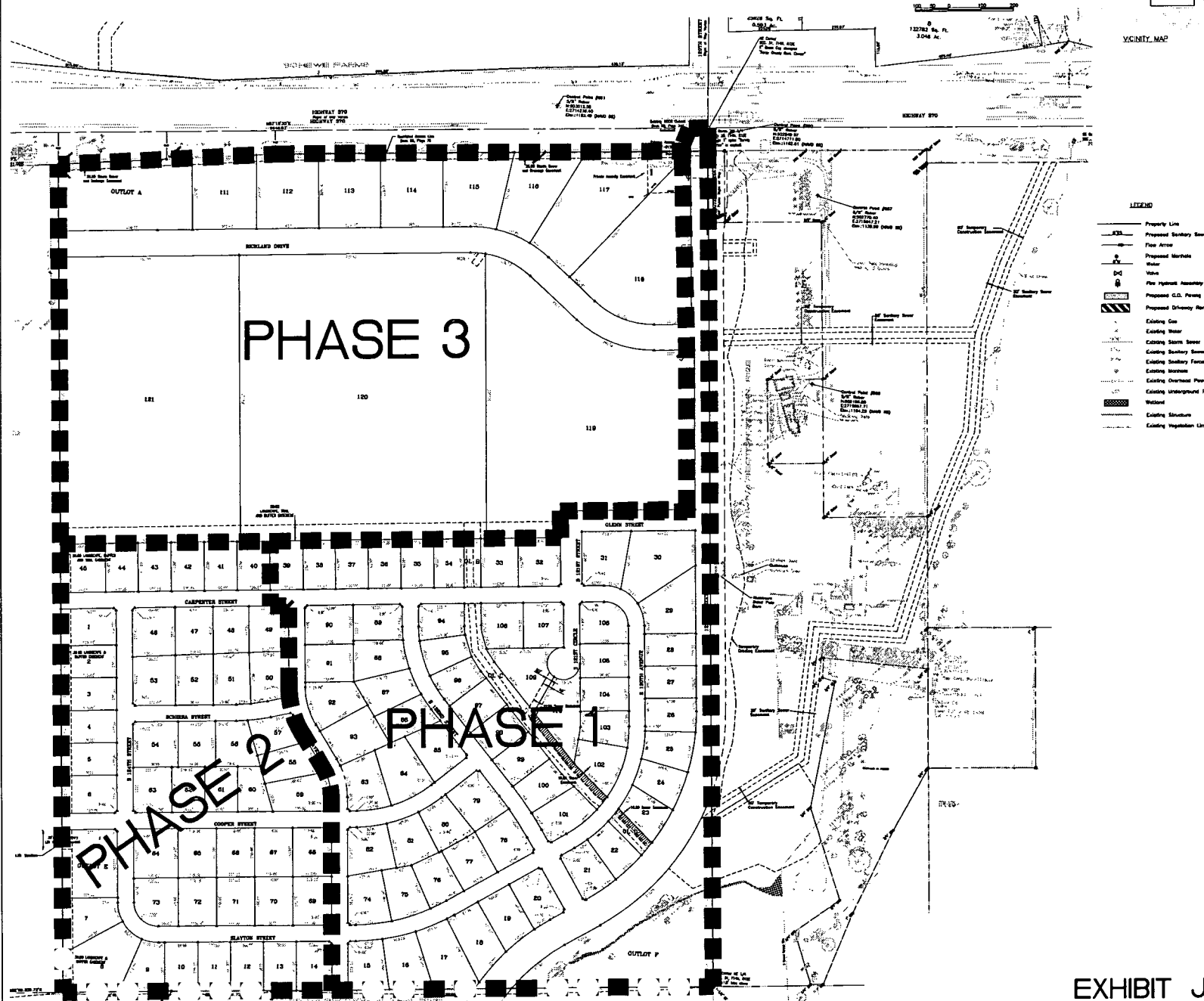
**LEGEND**

	Property Line		Existing Gas
	Proposed Sanitary Sewer		Existing Water
	Flow Arrows		Existing Storm Sewer
	Proposed Manhole		Existing Sanitary Sewer
	House		Existing Sanitary Force Main
	Man		Existing Manhole
	Man		Existing Overhead Power
	Fire Hydrant Assembly		Existing Underground Power
	Proposed G.O. Paving		Wetland
	Proposed Grassway Rebound		Existing Structures
			Existing Vegetation Limits
			Restricted Access

**EXHIBIT I**

100

SANITARY AND IMPROVEMENT DISTRICT NO. 293, SARPY COUNTY, NEBRASKA  
ASHBURY FARM



**LEGEND**

- Property Line
- Proposed Sanitary Sewer
- Flow Arrow
- Proposed Mainline
- Water
- Gas
- Fire Hydrant Assembly
- Proposed C.G. Power
- Proposed Driveway Removal
- Existing Gas
- Existing Water
- Existing Storm Sewer
- Existing Sanitary Sewer
- Existing Sanitary Force Main
- Existing Mainline
- Existing Overhead Power
- Existing Underground Power
- Wetland
- Existing Structure
- Existing Vegetation Urtile

VICINITY MAP

LEGEND

LAMP RYNEASON & ASSOCIATES  
 4222 48th Street, Suite 110  
 Omaha, NE 68131  
 402.481.2481  
 www.lra.com

PHASING OF PUBLIC IMPROVEMENTS  
 No. 11/11/2013  
 01/11/2013  
 1 of 1

EXHIBIT J

BP

**Exhibit K  
Ashbury Farm  
Mixed Use Permitted Uses List**

**Residential**

Condominium  
Townhouse Residential  
Multiple-family Residential  
Retirement Residential

**Civic**

Administration  
Child Care Center  
Preschool  
Health Care  
Hospital  
Skilled nursing services

**Office**

Corporate offices  
General offices  
Financial services  
Medical offices

**Commercial**

Auto services  
Business support services  
Cocktail lounge  
Commercial Recreational (Controlled Impact)  
Construction sales and services  
Consumer services  
Food Sales (Convenience)  
Food Sales (Limited)  
Food Sales (General)  
Funeral services  
Garden Center  
Liquor Sales  
Lodging  
Personal services  
Pet services  
Restaurant (drive-in/drive through or fast-food)  
Restaurant (general)  
Retail Services (Limited)  
Retail Services (Large)  
Retail Services (Mass)  
Veterinary services