

CITY OF OMAHA

660 PAGE 402

COUNCIL CHAMBER

Omaha, Nebr. September 22, 19 81

RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

WHEREAS, Kroh Brothers Development Company, to be known as Empire Park Replat, proposes to build a subdivision which will be located in an area between 108th Street and John Galt Boulevard from "Q" Street to John Galt Boulevard; and,

WHEREAS, Sanitary and Improvement District (S. & I.D.) 221 has been formed to build public improvements in this subdivision; and,

WHEREAS, Kroh Brothers Development Company and S. & I.D. 221 wish to construct a sanitary sewer system and connect said system to the Sanitary Sewer System of the City of Omaha; and,

WHEREAS, the parties wish to agree upon the manner and the extent to which public funds may be expended in connection with public improvements to be constructed within the area to be developed or serving the area to be developed and the extent to which the contemplated public improvements specially benefit property in the area to be developed and to what extent the cost of the same shall be specially assessed; and,

WHEREAS, an Agreement has been prepared setting forth all the provisions mentioned above.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

THAT, the Mayor is authorized to sign and the City Clerk is authorized to attest the Agreement between the City of Omaha, Sanitary and Improvement District 221 of Douglas County, Nebraska and Kroh Brothers Development Company, providing for the public improvements and sewer connection to the City of Omaha Sanitary Sewer System.

APPROVED AS TO FORM:

[Signature] CITY ATTORNEY

I hereby certify that the foregoing is a true and correct copy of the original document now on file in the City Clerk's office.

[Signature] Deputy CITY CLERK

By [Signature] Councilman

Adopted SEP 22 1981 [Signature] City Clerk

Approved [Signature] Mayor

THIS AGREEMENT, made and entered into this _____ day of August, 1981, by and between KROH BROTHERS DEVELOPMENT COMPANY, a Missouri Corporation

(hereinafter referred to as "Subdivider"), SANITARY AND IMPROVEMENT DISTRICT NO. 221 of DOUGLAS COUNTY, NEBRASKA (hereinafter referred to as "District"), and the CITY OF OMAHA, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City").

WITNESSETH

WHEREAS, Subdivider is the owner of the land included within the proposed plat attached hereto as Exhibit "A", which parcel of land (hereinafter referred to as the "Area to be Developed") is outside the corporate limits of the City and within the City's zoning and platting jurisdiction; and,

WHEREAS, the Subdivider proposes that the District will build public improvements in the area to be developed, the District being a Sanitary and Improvement District created at the request of and controlled by the Subdivider, which is the sole Owner(s) of all the lands within the boundaries thereof; and,

WHEREAS, the Subdivider and the District wish to connect the system of sanitary sewers to be constructed by the District, within the area to be developed, to the sewer system of the City; and,

WHEREAS, the parties wish to agree upon the manner and the extent to which public funds may be expended in connection with public improvements to be constructed within the area to be developed or serving the area to be developed and the extent to which the contemplated public improvements specially benefit property in the area to be developed and to what extent the cost of same shall be specially assessed.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

For the purpose of this Agreement the following words and phrases shall have the following meanings:

- A. The "cost" or "entire cost" of a type of improvement shall be deemed to include all construction costs, engineering fees, attorneys' fees, testing expenses, publication costs, financing costs, and miscellaneous costs. In this connection, financing costs shall include all fiscal agent's warrant fees and bond fees, and interest on warrants to date of levy of special assessments. The date of levy of special assessments shall mean within six (6) months after acceptance of the improvement by the Board of Trustees of the District.
- B. "Property benefited" shall mean property within the Subdivider's subdivision (Exhibit "A") which constitutes building sites.
- C. "Street intersections" shall be construed to mean the area shown on the attached street intersection drawing (Exhibit "B").
- D. "General obligation" shall mean unassessable capital costs.

SECTION I

Subdivider and District covenant that Subdivider shall, and the District covenants that the District will contemporaneously with the filing of the final plat, present to the City Clerk for the benefit of the City binding contracts in full force and effect calling for the timely and orderly installation of the following public improvements, according to the terms of those contracts. That the District shall also provide and deliver to the City written confirmation of a binding agreement between the District and its fiscal agent calling for the placement of the warrants or bonds of the District for the installation of the improvements set forth herein:

- A. Concrete paving of all streets dedicated, per the plat (Exhibit "A"), all of said paving to be twenty-five (25) feet in width, except for those streets with a width greater than twenty-five (25) feet, which streets shall be extra-width paving, if any (approved by the Public Works Department), as shown on paving plan in the area marked Final Plat No. 1 prepared by Thompson, Dreessen & Dorner, Inc., a copy of which is attached hereto as Exhibit "B".

- B. All sanitary sewer mains, manholes, and related appurtenances constructed in dedicated street rights-of-way and easements, per plat (Exhibit "A"), same to be located as shown on sanitary sewer layout prepared by Thompson, Dreessen & Dorner, Inc., a copy of which is attached hereto as Exhibit "C".
- C. Storm sewers, inlets, manholes, and related appurtenances constructed in street rights-of-way and easements, per plat (Exhibit "A"), plans and specifications for said sewer improvements to be approved by City prior to starting construction of said improvements to be located as shown on storm sewer plan in the area marked Final Plat No. 1 prepared by Thompson, Dreessen & Dorner, Inc., a copy of which is attached hereto as Exhibit "B".
- D. Water and gas distribution mains located within dedicated street rights-of-way dedicated per plat (Exhibit "A") to be installed by the Metropolitan Utilities District. (Contract with MUD will be provided as soon as available but in no event longer than 4 months from the date of execution of this agreement).
- E. Street lighting for public streets dedicated per plat (Exhibit "A") to be installed by the Omaha Public Power District. (Contract with OPPD will be provided as soon as available but in no event longer than 4 months from the date of execution of this agreement).
- F. Underground electrical service to each of the lots in the area to be developed to be installed by the Omaha Public Power District. (Contract with OPPD will be provided as soon as available but in no event longer than 4 months from the date of execution of this agreement).
- G. Sidewalks along both sides of all public streets within the area to be developed shall be constructed by the Subdivider or District according to the following schedule:
- (1) Sidewalks shall be constructed immediately abutting vacant lots on either side of any block or cul-de-sac (i.e., circle) as soon as the lots comprising sixty-five percent (65%) of the abutting footage on such side have been built upon.
 - (2) Sidewalks shall be constructed immediately abutting built-upon lots as soon as weather permits.
 - (3) In any event, all sidewalks shall be constructed upon both sides of any public streets within three (3) years of the recording of the subdivision plat.

SECTION II

The parties agree that the entire cost of all public improvements paid for by the District and set out in Section I herein shall be defrayed as follows:

- A. One hundred percent (100%) of the entire cost of all street and sidewalk construction shall be paid by special assessment against the property benefited within the area to be developed, except for street intersections and certain extra-width and major street paving, either of which may be a general obligation, as indicated in Exhibit "B". Grading or paving of major streets may be a general obligation.
- B. One hundred percent (100%) of the entire cost of all sanitary sewers, including manholes and other appurtenances, shall be paid by special assessment against property benefited within the area to be developed, provided,
- (1) Connection charges paid to other sanitary and improvement districts shall be specially assessed to the extent of special benefit to properties in the District, and the remainder may be a general obligation of the District.
 - (2) The District's total cost of any outfall sanitary sewer line to be constructed by the District, within the boundaries of the District, shall be specially assessed except that portion of the Sanitary Outfall Sewer which the pipe size is greater than 8" diameter may be a general obligation of the District.
 - (3) The total cost of any outfall sanitary sewer serving the entire District constructed outside the District boundary by the District may be a general obligation of the District, as indicated in Exhibit "C".
- C. The cost of storm sewers and appurtenances may be a general obligation of the District.

- D. One hundred percent (100%) of the entire cost of water and gas distribution systems serving the area to be developed shall be specially assessed against the property benefited within the area to be developed. One hundred percent (100%) of the entire cost of water and gas approach mains may be a general obligation of the District. All refunds from MUD shall be credited to the Bond Construction Account of the District.
- E. One hundred percent (100%) of the entire cost of monthly contract charges paid to the Omaha Public Power District for furnishing lighting of public streets shall be paid from the operating fund of the District.
- F. The entire cost of the installation of electrical power service shall be specially assessed against the property within the area to be so developed. The refunded charge from the Omaha Public Power District shall be credited in accordance with law, and if so credited to the District it shall be credited to the Bond Construction Account of the District.
- G. Any payments to other sanitary and improvement districts, sanitary districts or municipalities for any fees or charges will not be a general obligation of the District, except as otherwise provided in this Agreement.
- H. Payments for interceptor sewer connection charges to the City of Omaha may, as provided in Section IX herein, be a general obligation of the District.

SECTION III

Credit or funds of the District may be used to pay for any public improvements specified in this Agreement, but not for any other purpose. PROVIDED, HOWEVER, the District may issue warrants for the purpose of paying for repairs, maintenance, and operating costs of the District, such warrants to be paid out of funds obtained by the District through its general fund mill levy, or where allowed by law, may be paid from special assessments or fees or charges. Maintenance, repair, and reconstruction of a public improvement shall not be a general obligation of the District nor shall construction warrants be issued therefor without the prior written approval of the City Engineer. The District shall not acquire any interest in real property without the prior approval of the City of Omaha.

SECTION IV

- A. City covenants and agrees that should the City, by reason of its annexation of the District, or any area thereof, prior to District's levy of special assessments for the improvements authorized in this Agreement thereby succeed to said District's power to levy special assessments, that City will levy same in accordance with this Agreement.
- B. All parties covenant and agree that nothing in this Agreement shall be construed so as to oblige the City to annex the area to be developed or any part thereof.

SECTION V

Subdivider and District covenant and agree that the District created by the Subdivider will:

- A. 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.
- B. Except as may otherwise be agreed to by City, all of said District's levy of special assessments shall be made in such a manner so as to assure that the entire burden of the levy is borne, on an equitable basis, by lots or parcels which are truly building sites. If any lot, parcel or other area within the area to be developed is not a building site by reason of insufficient size or dimensions, or by reason of easements or similar burdens, or for any other reason, then no portion of the total amount shall be levied against said unbuildable lot, parcel or other area.
- C. The District shall provide the following information to the City Engineer at least twenty (20) days prior to the meeting of the Board of Trustees of the District held to propose the levy of special assessments:
 - (1) A detailed schedule of the proposed special assessment and/or the amount of general obligation costs of any improvement or acquisition.

- (2) A plat of the area to be assessed.
- (3) A full and detailed statement of the entire cost of each type of improvement, which statement or statements shall separately show:
 - (a) The amount paid to the contractor.
 - (b) A special itemization of all other costs of the project, including, but not limited to, all engineering fees, attorneys' fees, testing expenses, publication costs, financing costs, including, but not limited to, interest on all warrants to date of levy of special assessments, estimated fiscal agent's warrants fees and bond fees.
 - (c) A special itemization of all costs of the District not itemized in (a) and (b) above.
- D. The District agrees that it will not unreasonably delay acceptance of an improvement and that District shall levy special assessments within six (6) months after acceptance of the improvement.

In addition to the above notice requirement, the District shall also, twenty (20) days prior to the Board of Equalization hearing of the District, give notice in writing to the City that the Board of Equalization will be convened on that date for the consideration of the levying of special assessments and equalization and apportionment of debt.

SECTION VI

The District covenants that it shall levy an annual mill levy sufficient to fully comply with Nebraska Budget Act. Such annual mill levy shall, for a period of ten (10) consecutive years after the creation of the District or until District's debt is paid in full, whatever is the shorter period, not be less than the City's immediately prior levy.

SECTION VII

In the performance of this Agreement, the District shall not discriminate against any parties on account of race, national origin, sex, age, political or religious affiliations in violation of federal or state laws or local ordinances.

SECTION VIII

- A. Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the District to connect its sewer system to the sewer system of the City for a period not to exceed ten (10) years, in such manner and at such place or places designated on plans submitted by the District and approved by the City.
- B. Upon the completion of any Sanitary Outfall Sewer, if any, built by the District, the City shall be granted and they shall accept control and operation of the facility. The District shall convey by proper legal instrument all its rights, easements, title, and interest in such Sanitary Outfall Sewer to the City. The form of acquisition shall be upon approved City forms.
- C. Without prior written approval by the City, the District shall not permit any sewer lines or sewers outside the presently described boundaries to be connected to: the sewer or sewer lines of the District, any sewer from the District's boundaries to the sewers of the City, any outfall sewer of the City, or any sewage treatment plant of the City. The City shall have exclusive control over connections to its sewers whether inside or outside the District's boundaries. The District shall not collect connection charges for such connections.
- D. At all times all sewage from and through said District into the City sewer system shall be in conformity with the ordinances, regulations, and conditions applicable to sewers and sewage within the City as now existing and as from time to time may be amended.
- E. Before any connection from any premises to the sewer system of the District may be made, a permit shall be obtained for said premises and its connection from the proper department of the City, which permit shall be obtainable on the same terms, conditions, and requirements of the City and for the same permit fee of the City applicable from time to time to permit property outside the City to connect to the

sewer system of the City; it being expressly understood that the City reserves the right to collect all connection charges and fees as required by City ordinances or rules now or hereafter in force; all such connections shall comply with minimum standards prescribed by the City.

- F. Notwithstanding any other provisions of this Agreement, City retains the right to disconnect the sewer of any industry, or other sewer user within the area to be developed, which is discharging into the sewer system in violation of any applicable ordinances, statute, rule, or regulation.
- G. The District warrants that it has not employed or retained any company or person, other than a bona fide employee working for the District, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working for the District, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability. The District shall require the same warranty from each contractor with whom it contracts in any way pertaining to its sewage system. The prohibition provided for herein shall not apply to the retention of an attorney or other agent for the purpose of negotiating the provisions of this Agreement where the existence of such agency has been disclosed to the City.
- H. Subletting, assignment, or transfer of all or part of any interest of the District hereunder is prohibited without prior written approval of the City of Omaha.
- I. The District expressly agrees that it is and shall be:
 - (1) Bound by and to any provisions of any ordinances, rules and regulations hereafter made and adopted by the City of Omaha applicable to sanitary and improvement districts whose sewers connect directly or indirectly with or into sewers or sewage systems of the City of Omaha; and,
 - (2) Bound by any terms and provisions which by ordinance, resolution, or rule of the City of Omaha shall hereafter adopt or provide as being applicable to or required in contracts with sanitary and improvement districts or in order to permit or continue the discharge of any sewage from a sanitary and improvement district to flow into or through any part of the sewer or sewage system of the City of Omaha.
- J. The District agrees to collect an "equivalent front footage charge" in conformance with the following:

Where the property with which sewer connection is sought to be made is not within the bounds of a regular sanitary sewer district or private sewer district, or where such property has not been assessed or has not paid for the construction of the sewer to which connection is sought to be made, then in such case the Chief Plumbing Inspector of the Permits and Inspections Division shall not issue a permit for such sewer connection until the property owner shall have paid to the improvement district an equivalent front footage charge for the number of front feet of the entire property with which such connection is sought to be made. The equivalent front footage charge shall be the current charge in conformance with the requirements of the Omaha Municipal Code. The front footage charge collected shall be used to defray the general obligation of the sanitary and improvement district.

SECTION IX

A. Payment for Construction of Interceptor Sewers.

The District shall make payment to the City of Omaha the fee in the amount of \$ -0- for the construction of interceptor sewers. This fee is computed as follows for the lots shown on the plat (Exhibit "A").

Not Applicable

If the area is replatted or the use of the lots is changed, the fee charged shall be changed by the City on the basis of the wastewater flow generated compared to that generated by single family residences.

B. Additional Plats.

In the event the Subdivider shall plat additional lots which will be in the District which he wishes to connect to the Omaha sewer system, this Agreement shall be amended by the parties to provide payment of the current fee for the additional lots before any sewer permits are issued by the City of Omaha.

C. Special Sewer Connection Fee.

The District and the City agree that payment made under Section IX-A of this Agreement shall constitute a Special Sewer Connection Fee for the area described in Section IX-A and shall be collected by the District as a Special Sewer Connection Fee or shall be levied as a Special Assessment against the real estate described in Section IX-A as follows:

(1) Amount of Special Sewer Connection Fee.

The real estate shall be charged the special sewer fee amount as set forth in Section IX-A for each lot or parcel.

(2) Time of Collection.

The Special Sewer Connection Fee shall be collected by the District from the owner of each lot or parcel of real estate or levied as a Special Assessment in the amount as shown in Section IX-A prior to the time any such lot or parcel is built upon and before the building sewer is connected to the Sanitary system of the District.

(3) Extent of Collection.

The Special Sewer Connection Fee will be collected by the District on each lot from the date of this Agreement until the District has collected by such payment or through Special Assessment the entire amount paid by the District to the City, as described in Section IX-A. The entire proceeds collected by the District will be used by the District to pay off the warrants or other debts incurred by the District in obtaining the funds paid to the City as required in Section IX-A.

D. City Sewer Connection and Sewer Use Fees to be Paid.

The City may collect, within the area to be developed, the City's sewer connection and permit fees, as provided by existing City ordinances, and its sewer use and connection fees as now or hereafter existing. Such fees shall be in addition to the payments provided for in Section IX-A herein, however, the City shall reduce its "Special Connection Fee -- Papillion Creek Watershed" for any lot listed in Section IX-A herein, by the amount paid by the District for that lot pursuant to that section and collected by the District from the party for whom the connection is made.

E. Issue of Sewer Permit.

No sewer permit will be issued by the City for any construction on any lot in the area described in Section IX-A until proof is furnished to the City of payment to the District of the Special Sewer Connection Fee or levy of the Special Assessment for that particular lot as called for in Section IX-A.

F. Audit of District's Records.

The City shall have access at all times to the District records for the purpose of auditing the accounts pertaining to collection of the Special Sewer Connection Fee.

G. Upon execution of this Agreement, the District shall make payment to the City in cash or warrants immediately convertible into cash in the amount as stated in Section IX-A of this Agreement. The City shall accept and retain such monies to make progress payments for the design, construction and construction supervision for building interceptor sewers.

IN WITNESS WHEREOF, we, the executing parties, by our respective duly authorized agents, hereby enter into this Agreement, effective on the day and year first above written.

ATTEST:

CITY OF OMAHA

Laurie D. Dennis
City Clerk
ATTEST:

By *Michael Boyle*
Mayor Date *9/25/81*

SANITARY AND IMPROVEMENT DISTRICT
NO. *221* OF DOUGLAS COUNTY,
NEBRASKA

Shelia J. Schurman
Clerk

By *Gene M. Alboud*
Chairman

ATTEST:

(Developer) KROH BROTHERS DEVELOPMENT COMPANY

Richard E. Croker

By *William R. Armstrong*
William R. Armstrong, Vice-President
APPROVED AS TO FORM:

[Signature]
ASSISTANT CITY ATTORNEY

LZZA/10

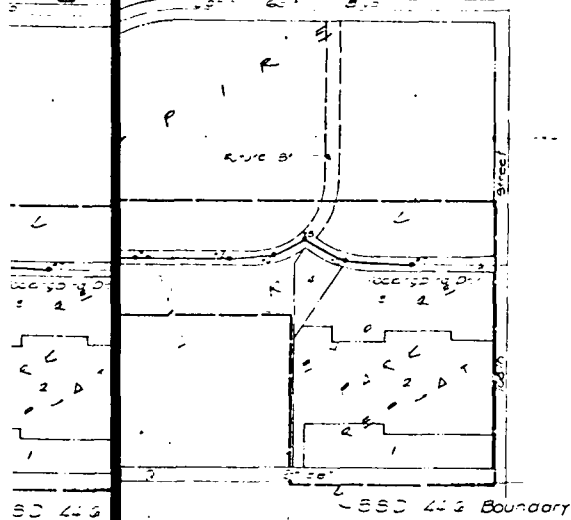
SEWER PLANS

SECTION III

FOR

NO. 221

ST. LOUIS, DUNTY, NEBRASKA



INDEX

1. Cover Sheet & Vicinity Map
2. Manhole No. 1 thru 6
3. Manhole No. 6 thru 7

GENERAL NOTES

1. After Notice to Proceed, the Contractor has 10 working days to complete all work under this contract.
2. Inspection during construction shall be paid for by the Owner.
3. In case of conflicting specifications, City of Omaha Specifications shall prevail.
4. All project procedure, materials, methods to be employed conform to City of Omaha Specifications.
5. The Contractor shall notify the City of Omaha construction engineer 48 hours prior to the start of construction.
6. Elevations are referenced to City of Omaha datum.
7. All pipe shall be extra strength class pipe and conform to the requirements of ASTM Specification for current sections.
8. All joints shall conform to the requirements of ASTM Specification for current sections.
9. The amount of infiltration and infiltration shall not exceed 200 gallons per diameter inch per mile of pipe per day.
10. Stubouts shall be provided at 200' intervals with a 2" diameter marker extending from bottom of pipe to a point 1' above the ground surface. Cost of the marker is to be included in the unit bid price for each 40' pipe.
11. At the end of each stubout, the contractor shall place a 2" diameter marker extending from bottom of pipe to a point 1' above the ground surface. Cost of the marker is to be included in the unit bid price for each 40' pipe.
12. Street Slope, in the length above is a minimum of 2.00 feet in slope. It has been graded to the full width of the gutter. See grading plan being done in the "future street".
13. Sewer water separation shall be in conformance with the Iowa State Standards.
14. The Contractor shall be held responsible for any damage to existing property, utilities, and structure and will repair same at his own expense.
15. All labor resulting from construction operation shall be limited off site and property of the City of Omaha.
16. The price of all concrete orders shall be included in the unit bid price for the respective items. No separate payment will be made.
17. The indicated Standard Plans found in the City of Omaha Public Works Department book shall govern the following items:

ITEM	PLATE NO.
Standard Manhole	Plate No. 706
Standard Manhole Ring & Cover & Steps	Plate No. 709
Concrete Collar	Plate No. 713
Pipe Bedding Detail	Plate No. 717
Pavement Repair	Plate No. 718

APPROXIMATE QUANTITIES

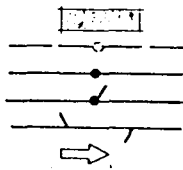
ITEM	DESCRIPTION	AMOUNT QUANTITY
1.	8" T.D. ABS Composite Pipe (in place)	1520 LF
1a.	8" T.D. WP w/Preformed Joints (in place)	1520 LF
1b.	8" T.D. PVC Solid wall Pipe (in place)	1520 LF
2.	6" T.D. US Solid wall Pipe (in place)	35 LF
2a.	6" T.D. WP w/Preformed Joints (in place)	35 LF
2b.	6" T.D. PVC Solid wall Pipe (in place)	35 LF
3.	51" T.D. Standard Manhole (in place)	71 MF
4.	412" Manhole Ring & Cover (in place)	7 EA
5.	8" MS Slants (in place)	2 EA
5a.	8" WP Slants (in place)	2 EA
5b.	8" PVC Slants (in place)	2 EA
6.	8" x 6" MS Wyes (in place)	1 EA
6a.	8" x 6" WP Wyes (in place)	1 EA
6b.	8" x 6" PVC Wyes (in place)	1 EA
7.	Remove existing P.C.C. pavement	67 SY
8.	Place 9" Uniform thickness P.C.C. Pavement w/Integral curb and Gutter (in place)	67 SY
9.	Crushed Rock (in place)	10 TONS

LOCATION

Being located in Part of the NE 1/4 of Section 5, T14N, R12E of the 6th P.M., Douglas County, Nebraska.

UTILITIES

- Existing Pavement
- Existing Sanitary Sewer
- Proposed Sanitary Sewer
- Slants
- Wyes
- Direction of Flow



Temporary Benchmark

Letter 'O' in Open on First Fire Hydrant Nest
 Of 28th St. on North Side of 'G' St.
 Elev. = 230.60 City of Omaha Datum

THOMPSON, DRESSSEN & DORNER
 Consulting Engineers & Land Surveyors

SCALE 1"=20'
 DATE 3-10-37
 DRAWN BY J. W.
 CHECKED BY
 DIVISION

Sanitary Sewer Plans Section III
 Douglas County, Nebraska
 Cover Sheet & Vicinity Map
 Empire Work

2
PR

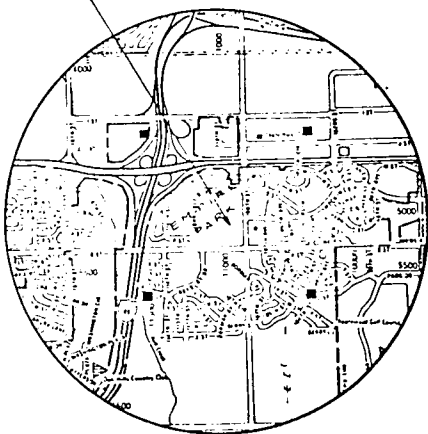
Job Number
 275-102

E.

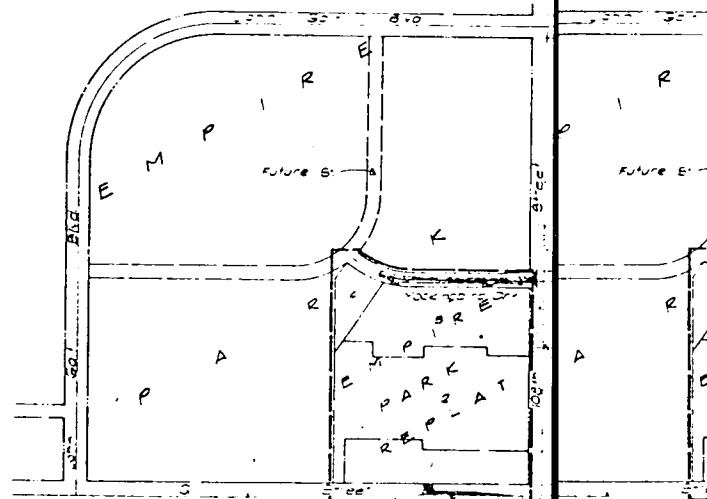
BOOK 660 PAGE 412

PAVING & STORM SDRM
SECTION ETIC
FOR FO
S. & I. D. NO. D.
DOUGLAS COUNTY, DUN
EXHIBIT "B" HIBIT

Project Location



County Map



PD 840 6 S

- | | |
|----------------------|-------|
| U.C. | U.C. |
| Existing Pavement | Exist |
| Proposed Pavement | Projo |
| Existing Storm Sewer | Exist |
| Proposed Storm Sewer | Projo |
| Curb Inlet | Curb |
| Flared End Section | Flare |

Temporary Benchmark
Letter 'C' in Open On F
Of 28" SI On North S
Elev = 23060 City Of C

SDRM SEWER PLANS

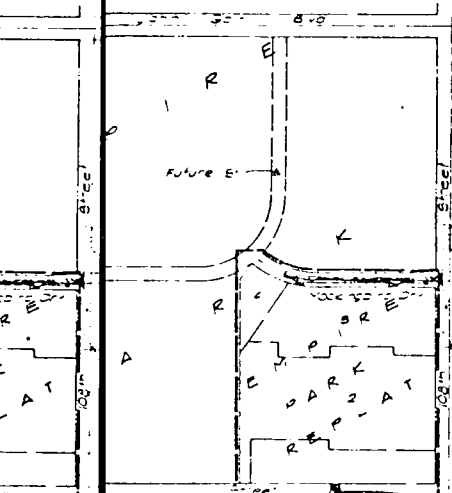
SECTION III

FOR

O.D. NO. 221

CITY OF OMAHA, DUNTY, NEBRASKA

EXHIBIT "B"



See Supplemental Drawing SD-1
- PD 840 & ST. 1417 Limits

LEGEND

Existing Pavement	
Proposed Pavement	
Existing Storm Sewer	
Proposed Storm Sewer	
Curb Inlet	
Flared End Section	

Temporary Benchmark

Letter 'O' in Open On First Fire Hydrant west
of 28th St On North Side of 'C' Street
Elev = 230.60 City of Omaha Datum

INDEX

- Cover Sheet & vicinity Map
- McKiniched Drive

GENERAL NOTES

- After Notice to Proceed, the Contractor has 15 working days to complete all work under this contract.
- Inspection during construction shall be paid for by the Owner.
- In case of conflicting specifications, City of Omaha specifications shall prevail.
- All project procedures, materials, bonds and reserves shall conform to City of Omaha specifications.
- The Contractor shall notify the City of Omaha Construction Inspector 48 hours prior to the start of construction.
- The location of existing utilities is to be verified in the field by the contractor.
- The Contractor shall be held responsible for any damage to existing projects, utilities, and structures and shall repair same at his own expense.
- Paving widths shall be as shown on the plans. All dimensions shown are back of curb to back of curb.
- Radius at the back of curb for return shall be 20.0 feet, unless otherwise noted.
- All paving elevations shown are referenced to City of Omaha Datum and are given as centerline station, top of curb elevation, unless otherwise noted.
- All inlet stations are shown to the center of the inlet manhole.
- Street R.G.M.'s are a minimum of 36" feet in width and have been graded to the full width of the R.G.M.
- As part of this contract, all sanitary sewer and storm sewer manholes shall be adjusted to grade by the contractor.
- Wheel chair ramps shall be constructed at all intersections in accordance with Plate 677A.
- All holes resulting from construction operations shall be hauled off site and properly disposed of, if necessary.
- See City of Omaha Std. Plate No. 248 for joint locations and details.
- Unit bid price for street signs shall include the cost of concrete footings, poles, signs, hardware, and any incidentals necessary to the installation of street signs.
- The indicated standard plates found the City of Omaha Public Works Department shall govern the following items:

Transverse Joint Detail	211
Construction Joint Details	213
Expansion Joint Detail	215A
Wheel Chair Ramp	677A
Pipe Bedding Detail	226
Crown Ordinate	220
Concrete Curbs	303
Ramp Safety Curb	305
Pavement Repair	615
Curb Inlets, Type I & Type III	221
Longitudinal Joint Details	212
Thickened Edge	307
Concrete Header	305
Typical Joint Location	208

APPROXIMATE QUANTITIES

ITEM	DESCRIPTION	APPROXIMATE QUANTITY
1.	3" Uniform Thickness P.C.C. Paving w/ Integral Curb & Gutter (in place)	230.0 SY
2.	12" Uniform Thickness Asphaltic Concrete (in place)	70.0 SY
3.	Common Earth Excavation	750.0 CY
4.	21" L.D. R.P. Class III (in place)	217.0 LF
5.	15" L.D. R.P. Class III (in place)	35.0 LF
6.	Standard Type I Curb Inlet (in place)	1.0 EA
7.	Standard Type III Curb Inlet (in place)	1.0 EA
8.	21" L.D. R.P. Flared End Section (in place)	1.0 EA
9.	Crushed Rock (in place)	10.0 TONS
10.	Concrete Header (in place)	75.0 LF
11.	Type III Traffic Barrier (in place)	1.0 EA
12.	Street Sign (in place)	1.0 EA
13.	Remove Existing P.C.C. Pavement	26.0 SY
14.	Adjust Sanitary Sewer Manhole to Grade	1.0

LOCATION

Being located in part of the S. 1/4 of Section 5, T13N, R12W of the 1st P.M.S., Douglas County, Nebraska.

Thompson, Dreesen & Dornier

DATE MADE	5-9-31
DATE	5-9-31
DRAWN BY	D
CHECKED BY	
REVISION	2-27-31

City of Omaha Sewer Plans Section III for S.D. 221
Douglas County, Nebraska
Cover Sheet vicinity Map
Scale 40:1

THOMPSON, DREESSEN & DORNER
Consulting Engineers & Land Surveyors



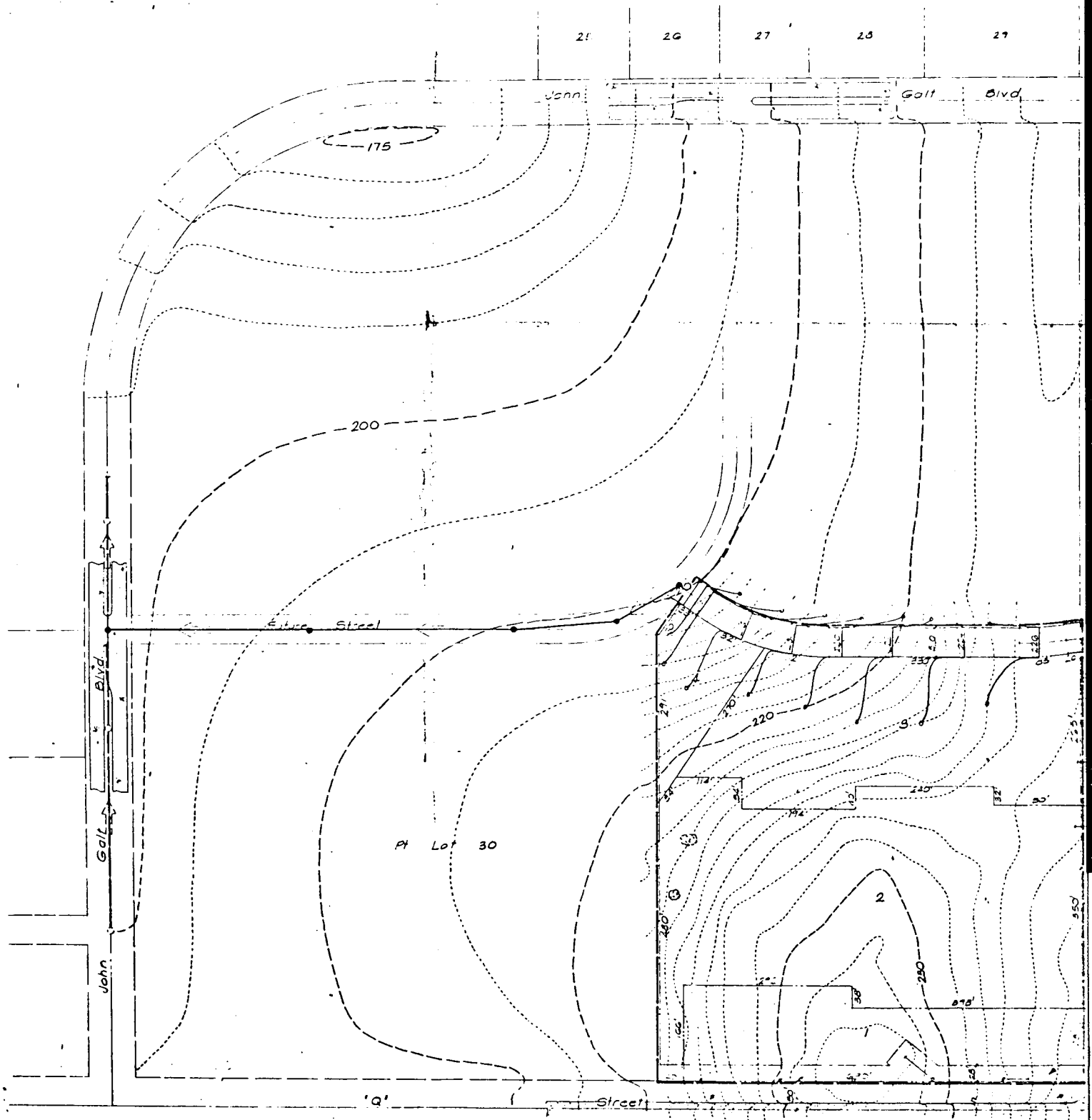
Job Number
275-101

BOOK 680 PAGE 416

EMPIRE PARK REPLAT

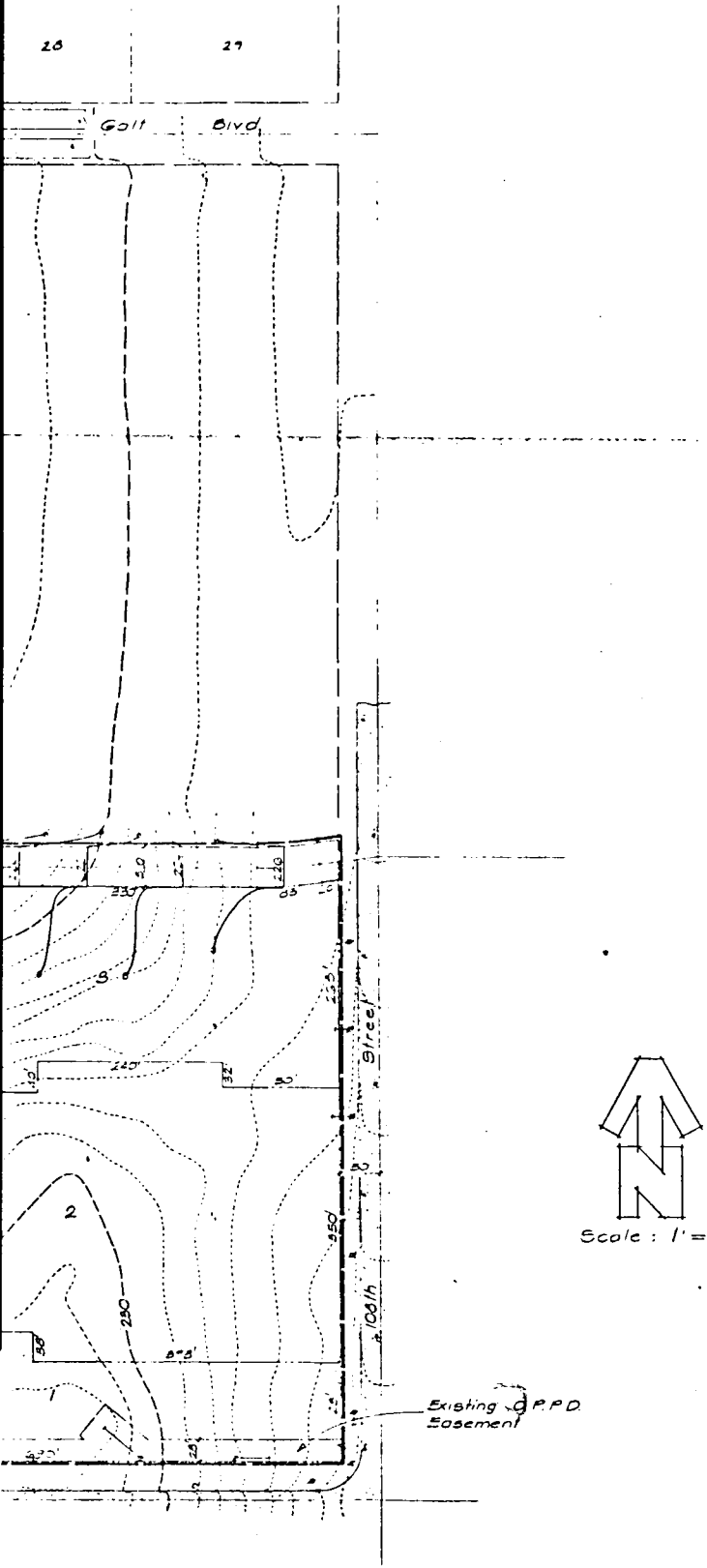
EXHIBIT "A"

28



Handwritten signature or initials

PLAT



Vicinity Map

Developer

Kron Brothers Development Co.
 8900 Ward Parkway
 Kansas City, Mo.

Engineer

Thompson, Dreesen & Dornier
 5720 Pacific Street
 Omaha, Nebraska 68114

Notes

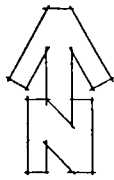
- 1 Gas & Water To Be installed By MUD
- 2 Existing Zoning is C-1 And P-1
 Proposed Zoning is C-1 And P-1
- 3 Shown Are Both Existing And Proposed Contours At 1 Foot
 Contour Interval, Based On City Of Omaha Datum.

Legal Description

Being A Replotting Of Part Of Lot 30, Empire Park, As
 Surveyed, Platted And Recorded In Douglas County, Nebraska.

Legend

- Existing Contours --- 100 ---
- Proposed Contours ————
- Existing Sanitary Sewer ————
- Proposed Sanitary Sewer ————
- Existing Pavement ————
- Direction Of Flow ————



Scale: 1" = 100'

 THOMPSON DREESSEN & DORNIER Consulting Engineers & Land Surveyors 10730 PACIFIC ST. - OMAHA, NEBRASKA 68114 TELEPHONE 382 7400 AREA CODE 402	Erect Fore Road	
	Scale: 1" = 20'	Drawn By: J.P.D.
Date: 10/2/81	Checked By: J.P.D.	21.8
As of: 10/2/81	City: 9101	233-101

Handwritten initials: *SE*

RECEIVED
 1981 OCT -2 AM 11:44
 C. HAROLD OSTLER
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NEBR.

Handwritten notes and stamps:
 660
 40.2
 11/11/81
 48.25
 81-273