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FILED SARPY COUNTY NEBRASKA
 INSTRUMENT NUMBER

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Wayne J. Dowling

REGISTER OF DEEDS



**NORTH SHORE COMMERCIAL
 SUBDIVISION AGREEMENT**

THIS AGREEMENT made this 5th day of July, 2017, by and between **B.H.I. DEVELOPMENT, INC.**, a Nebraska corporation, and **WOODLAND HOMES, INC.**, a Nebraska corporation (hereinafter collectively referred to as "DEVELOPER"), **SANITARY AND IMPROVEMENT DISTRICT NO. 316 OF SARPY COUNTY, NEBRASKA**, (hereinafter referred to as "DISTRICT"), and the **CITY OF PAPILLION**, a municipal corporation, (hereinafter referred to as "CITY").

RECITALS:

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

DEVELOPER requested CITY to approve a specific platting of the area to be developed, known as North Shore Commercial, as depicted in the Final Plat Exhibit attached as Exhibit "B" (the "Development Area"); and

DEVELOPER wishes to (i) connect a portion of the sewer to be constructed by DISTRICT within the Development Area (the "Baseball Stadium Outfall Lots") with the sewer system served by the Baseball Stadium Outfall Sewer (the "Baseball Stadium Outfall Service Area"), as depicted in Exhibit "C", and (ii) connect a portion of the sewer to be constructed by DISTRICT within the Development Area (the "North Shore Commercial Outfall Lots") with the sewer system served by the Wood Hollow Outfall Sewer (the "North Shore Commercial Outfall Service Area"), as depicted in Exhibit "C", pursuant to the Second Amendment to the Interlocal Cooperation Agreement for the Baseball Stadium Outfall adopted by CITY as RES. #R17-0080; and

DEVELOPER wishes to connect the water system to be constructed by DISTRICT within the Development Area with the water system of CITY; and

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

*RJR
 City of Papillion*

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

Section 1

Definitions

- A. For this Agreement, unless the context otherwise requires, the following words and phrases shall have the following meanings:
 - (1) **“Cost(s)” or “Entire Cost”**, being used interchangeably, of each Private Improvement or Public Improvement shall mean all construction costs, acquisition of off-site public easements, engineering fees, design fees, attorneys’ fees, inspection fees, testing expenses, publication costs, municipal advisory fees, underwriting fees, financing costs (which shall include interest), and all other related or miscellaneous costs or expenses incurred by DISTRICT or DEVELOPER in connection with any Private Improvements or Public Improvements.
 - (2) **“Dedicated Street(s)”** shall mean any areas, including curbing and turn lanes, to be dedicated as public right-of-way and constructed, modified, or improved within the Development Area during “Phase 2” or “Phase 3”, if applicable, and any other areas to be dedicated as right-of-way pursuant to any future replatting of the Development Area, if applicable.
 - (3) **“Development Area”** shall mean the real property situated within the area identified or depicted as such in Exhibit “B”, including all Dedicated Streets, if applicable, and which abuts the related public right-of-way.
 - (4) **“Final Plat”** shall mean the final plan of the plat, subdivision, or dedication of land, attached as Exhibit “B”.
 - (5) **“Frontage”** shall mean the entire length of the Development Area or individual lot property line, as referenced herein, that abuts a particular public street, road, or intersection.
 - (6) **“Party”**, when capitalized, shall mean CITY, DEVELOPER, or DISTRICT, individually, and **“Parties”**, when capitalized, shall mean CITY, DEVELOPER, and DISTRICT, collectively.
 - (7) **“Phase 1”** shall refer to the sequential construction and installation of the Public Improvements required for the development of Lots 1 – 70 and Outlots A-F, or any future replatting of the same, located within the Planned Unit Development (“PUD”) portion of the Development Area, **“Phase 2”** shall refer to the sequential construction and installation of Public Improvements required for the development of Lot 71, or any future replatting of the same, located within the Mixed Use District of the Development Area, and **“Phase 3”** shall refer to the sequential construction and installation of Public Improvements required for the development of Lot 72 and Outlot G, or any future replatting of the same, located

within the Mixed Use District of the Development Area (collectively the “Phases” or “Phases 1 and 2”, etc., depending on the relevant combination). The Public Improvements for the Phases shall be constructed in a manner that is consistent with the Phasing Exhibit attached as Exhibit “D”.

- (8) **“Privately Financed Public Improvement(s)”** shall mean those improvements or betterments identified in Section 3 to be installed and constructed at the sole cost and expense of DEVELOPER, as permitted by Section 6, in lieu of DISTRICT causing the installation and construction of such improvements or betterments using the credit or funds of DISTRICT.
- (9) **“Private Improvement(s)”** 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 shall be privately financed by DEVELOPER because they are not eligible for financing using the credit or funds of DISTRICT.
- (10) **“Private Street(s)”** shall mean any private residential streets, including curbing and turn lanes, to be constructed, modified, or improved as Private Improvements during “Phase 1” for the exclusive benefit Lots 1 – 70, or any future replatting of the same, in a manner that is consistent with the Streets and Walks Exhibit attached as Exhibit “E”.
- (11) **“Property Specially Benefited”** shall mean property benefited by a particular 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.
- (12) **“Proportional Cost Sharing” or “Proportional(ly) Cost Share”** shall mean that the responsibility for the Entire Cost of a particular public street, intersection, sidewalk, traffic signal, or other applicable Public Improvement(s), as specifically identified in this Agreement or in an amendment to this Agreement, as applicable, less any amount contractually assumed by a local governmental entity, shall, by default, be divided among all fronting developments proportional to said developments’ Frontage to said public street, intersection, sidewalk, traffic signal, or other applicable Public Improvement. The default proportionality of said division may be adjusted by a corresponding construction agreement among all requisite parties that specifically addresses the responsibility for the Entire Cost of a particular public street, intersection, traffic signal, or other applicable Public Improvements.
- (13) **“Public Improvement(s)”** shall mean those improvements or betterments that are eligible for financing using the credit or funds of DISTRICT as defined in Section 3 of this Agreement.
- (14) **“Street Intersection(s)”** 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

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area extend in any direction beyond a straight line drawn perpendicular from the centerline of the street to the adjacent lot corner.

- (15) **“Warranted”** shall refer to the status of an applicable Traffic Signal, as specifically and exclusively referenced in Section 3(A)(19) and Section 4(A)(19) of this Agreement, once certain criteria are met. Specifically, any such Traffic Signal shall be considered Warranted as soon as either of the following occurs: (1) it is deemed so by a third-party review of a Traffic Impact Study or (2) CITY’s promotion of public health, safety, and welfare is negatively impacted in an unforeseen manner as a direct result of the development and uses of the Development Area and the installation and construction of such Traffic Signal would likely mitigate said negative impact or prevent said negative impact from reoccurring.

Section 2

Phasing of Public and Private Improvements and Potential Replatting

- A. Phasing. CITY, DEVELOPER, and DISTRICT agree that construction and installation of the Public Improvements and Private Improvements shall be phased in a manner that is consistent with Exhibit “D” and shall be subject to the following additional terms:
 - (1) Public Improvements and Private Improvements for Phases 1 and 2 shall be installed within one (1) year of the date hereof. Public Improvements for Phase 3 shall be installed at a time determined to be fiscally responsible by DISTRICT’s Fiscal Agent.
 - (2) DEVELOPER agrees that ownership of the lots within each individual phase shall not be transferred until all Public Improvements required for that phase are complete.
 - (3) DEVELOPER and DISTRICT agree that the costs of the phased Public Improvements shall be consistent with the costs shown in the Source and Use of Funds, attached as Exhibit “F”, or as amended in the future.
 - (4) 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.
 - (5) The Parties acknowledge that the Phases do not have to be commenced or completed in chronological order so long as such reordering complies with the terms of this Agreement and is approved in advance by the City Engineer.
- B. Potential Replatting of Lots 71, 72, and Outlot G. The Parties acknowledge that the final design of Lots 71, 72, and Outlot G will be undetermined at the time of this

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Agreement's execution. Once such final design is determined, one or more of the following outcomes shall occur:

- (1) If it is decided that Lots 71 or 72 shall include public streets, then the dedication of such streets and corresponding replatting shall be accomplished through CITY's preliminary plat and final plat process.
- (2) If it is decided that Lots 71, 72, or Outlot G shall not include public streets but the lot configuration of said lots and outlot shall change (while the exterior boundary of the Final Plat remains the same), then the corresponding replatting shall be accomplished through CITY's administrative replatting process.
- (3) If it is decided that Lots 71, 72, and Outlot G shall not include public streets and the lot configuration of said lots and outlot shall remain unchanged from the Final Plat, then no replatting shall be required.

C. Anticipated Source and Use of Funds Amendments. Given that the final design of Lots 71, 72, and Outlot G will be undetermined at the time of this Agreement's execution, the Phase 2 and Phase 3 portions of Exhibit "F" are likely to change. Once more accurate estimates are known, DEVELOPER shall submit a subdivision agreement amendment request to CITY, which shall, at a minimum, replace the attached Exhibit "F" with an updated version. City Council's eventual approval of a Mixed Use Development Agreement specific to said lots and outlot (the "Mixed Use Development Agreement") shall be contingent upon City Council approval of a revised subdivision agreement with an updated Exhibit "F". This subsection shall not be construed as a limitation on the Parties' ability to agree to additional subdivision agreement amendments either before or after City Council's eventual approval of the Mixed Use Development Agreement.

Section 3

Public Improvements and Related Terms

A. Public Improvements. The credit or funds of DISTRICT may be used for the following Public Improvements and/or associated fees:

- (1) 126th Street Sidewalk. Five foot (5') sidewalk along the entire length of the eastern side of the Development Area (the 126th Street Sidewalk"), as shown in Exhibit "F".
- (2) Basin Area Trail. Eight foot (8') interior public trail system that is located in the area of the detention basin within the PUD and connects the PUD to the ten foot (10') Prairie Queen Recreation Area Trail System; also referred to as the "Concrete Trail (Basin Area)" shown in Exhibit "F".
- (3) Basin Area Trail Easement. In order to connect the Basin Area Trail with the Prairie Queen Recreation Area Trail System, DISTRICT shall acquire an easement for the off-site trail connection to the Prairie Queen Recreation Area trail system. Said

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easement shall be acquired from either the Papio-Missouri River Natural Resource District (“NRD”) or CITY, depending on which entity owns the Prairie Queen Recreation Area at the time Public Improvements are installed.

- (4) Capital Facilities Charges. Capital facilities charges to CITY as provided for in CITY’s Master Fee Schedule (“Master Fee Schedule”).
- (5) Civil Defense and Storm Warning System. A civil defense and storm warning system, if necessary.
- (6) Concrete Paving and Street Construction. Concrete paving and construction of all Dedicated Streets if dedicated as part of a future replat during Phase 2 or Phase 3, as shown Exhibit “E”. All private streets to be constructed within the PUD shall not qualify as Public Improvements.
- (7) Dedicated Street Right-of-Way Grading. Grading of Dedicated Street right-of-way which, by this definition, excludes initial site grading and Private Street grading.
- (8) Dedicated Street Signage, Traffic Control Signs, and Traffic Control Devices. All Dedicated Street signage, traffic control signs, and traffic control devices required by, and meeting the standards of, the “Manual of Uniform Traffic Control Devices,” but only if first approved in writing by CITY’s Public Works Director or the City Engineer and only if located at a Street Intersection or related to the Development Area.
- (9) Electrical Power Service. The Electrical Power Service to be constructed and installed by the Omaha Public Power District (“OPPD”) within the boundaries of any Dedicated Street right-of-way or OPPD easements within the Development Area. The Electrical Power Service shall include all electrical utility lines and other devices, other than the Lighting System, so constructed and installed for the benefit of the Development Area.
- (10) Emergency Vehicle Preemption. Emergency Vehicle Preemption device(s) to be installed on traffic signal arm(s).
- (11) Gas Distribution System. 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.
- (12) Highway 370 Trail System and Park System Improvements. Highway 370 Trail System and Park System Improvements as further described in Section 11(H).
- (13) Lighting System. The “Lighting System” for any Dedicated Streets to be constructed and installed by OPPD 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.

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- (14) Reimbursements for the Lincoln Road Extension. Reimbursements to Sanitary and Improvement District No. 290 for the Lincoln Road Extension.
- (15) Sanitary Sewer Lines, Water Mains, and Appurtenances. All sanitary sewer lines, water mains, and appurtenances constructed within Dedicated Street right-of-ways or easements, as shown in the Sanitary Sewer and Water Lines Exhibit attached as Exhibit "G", pursuant to sanitary sewer plans heretofore prepared by DISTRICT's engineer, consulting engineers, and land surveyors.
- (16) Storm Sewers, Inlets, and Appurtenances. All storm sewers, inlets, and appurtenances constructed within Dedicated Street right-of-ways or easements within the Development Area, as shown in the Erosion Controls and Storm Sewers Exhibit attached as Exhibit "H".
- (17) Stormwater Detention. Permanent stormwater detention basins on and off site as shown in Exhibit "H". Permanent piping for sediment basin and detention ponds.
- (18) Traffic Signals. Traffic signals deemed Warranted along the Development Area's frontage.

Section 4

Apportionment of Costs of Public Improvements and Related Terms

A. Apportionment of Costs of Public Improvements and Additional Terms.

- (1) 126th Street Sidewalk. One hundred percent (100%) of the Entire Cost of the five foot (5') 126th Street Sidewalk installation, as shown in Exhibit "E", shall be borne by general obligation of DISTRICT or privately financed by DEVELOPER. Alternatively, that portion of the 126th Street Sidewalk that abuts Lot 71 may also be privately financed by the subsequent owner of Lot 71.
- (2) Basin Area Trail. One hundred percent (100%) of the Cost of the Basin Area Trail shall be borne by general obligation of DISTRICT.
- (3) Basin Area Trail Easement. One hundred percent (100%) of the Cost of the Basin Area Trail shall be borne by general obligation of DISTRICT.
- (4) Capital Facilities Charges. The Parties acknowledge that CITY's Capital Facilities Charges are charged on a per acre basis for commercial development and outlots, on a per lot basis for residential development, and function as a contribution toward existing or future facilities necessary to meet the service needs of new customers. Accordingly, Capital Facilities Charges shall be paid subject to the following terms:
 - i. Fee Amount. Capital Facilities Charges shall be paid to CITY according to the following calculations:

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- a. Lots 1 – 72, Outlots A–G. DISTRICT shall pay to CITY Capital Facilities Charges in the amount of \$433,471.40 based on 30.355 acres of Mixed Use at \$6,840.00 per acre (\$207,628.20) plus 70 single-family residential lots at \$2,285.00 per lot (\$159,950.00) plus 10.32 acres of outlots at \$6,385.00 per acre (\$65,893.20).
 - ii. Financing Capital Facilities Charges. Not less than fifty percent (50%) of gross Capital Facilities Charges invoiced by CITY shall be specially assessed against property served. The remaining fifty percent (50%) may be privately financed by DEVELOPER or borne by general obligation of DISTRICT.
 - iii. Invoicing and Payment Deadline. CITY and DISTRICT agree that one hundred percent (100%) of all such Capital Facilities Charges shall be paid to CITY within 60 days of the invoice issuance date. In the event that Capital Facilities Charges are not paid within 60 days of the invoice issuance date, then the total Capital Facilities Charges amount contemplated herein shall be recalculated based on the amount set forth in the Master Fee Schedule at the time the Capital Facilities Charges fee amount is paid in full. Any cost differential in the Capital Facilities Charge that results due to the said charge not being remitted within 60 days of issuance of invoice shall be specially assessed or paid privately. Such cost differential shall not be a general obligation cost.
 - iv. Building Permits. Parties acknowledge that CITY shall not issue building permits until after all applicable Capital Facilities Charges have been paid in full to CITY.
 - v. Construction Document Reviews. Parties acknowledge that CITY shall not accept or review any construction documents for any Public Improvements or Private Improvements until after all applicable Capital Facilities Charges have been paid in full to CITY.
- (5) Civil Defense Siren and Storm Warning System. If civil defense and storm warning coverage for the entire Development Area is not already available, such sirens shall be installed prior to the issuance of any occupancy permit for any structure built in the Development Area. The number, type, and specifications of said defense sirens shall be determined by the City Administrator in conjunction with the Director of the Sarpy County Civil Defense Agency. One hundred percent (100%) of the Cost for said civil defense sirens shall be borne by general obligation of DISTRICT or privately financed by DEVELOPER. If existing coverage is available, DISTRICT shall pay one hundred percent (100%) of its pro-rata share of the siren Cost based on the areas of coverage as determined by the City Engineer.
- (6) Concrete Paving and Street Construction. One hundred percent (100%) of the Entire Cost of all concrete paving and construction of the Dedicated Streets, if dedicated as part of a future replat during Phase 2 or Phase 3, shall be paid by special assessment against the property specially benefited or privately financed by

DEVELOPER, except that the following Costs shall be borne by general obligation of DISTRICT:

- i. One hundred percent (100%) of the Cost of the concrete paving and construction of Street Intersections;
 - ii. One hundred percent (100%) of the Cost differential for pavement thickness in excess of six (6) inches for reinforced concrete or seven (7) inches for plain concrete;
 - iii. One hundred percent (100%) of the Cost differential for pavement width in excess of twenty-five (25) feet inclusive of curb and gutters; and
 - iv. The Cost for curb and gutters are incidental to paving and shall not be considered separately for purposes of assessment.
- (7) Dedicated Street Right-of-Way Grading. One hundred percent (100%) of the Entire Cost of Dedicated Street right-of-way grading, including Street Intersections, shall be paid for by DEVELOPER, except that the grading associated with coring of Dedicated Streets and backfilling after paving may be paid by DISTRICT. One hundred percent (100%) of the entire Cost for coring of Dedicated Streets and backfilling shall be specially assessed against the property specially benefited within the Development Area, except that the Cost for coring and backfilling Dedicated Streets with a width in excess of twenty-five (25) feet exclusive of curb and gutters and Street Intersections shall be borne by general obligation of DISTRICT or privately financed by DEVELOPER.
- (8) Dedicated Street Signage, Traffic Control Signs, and Traffic Control Devices. One hundred percent (100%) of the Cost of Dedicated Street signage, traffic control signs, traffic control devices, and installation, as applicable, shall be borne by general obligation of DISTRICT, specially assessed against the property specially benefited within the Development Area, or privately financed.
- (9) Electrical Power Service. One hundred percent (100%) of the contract charges for Electrical Power Service authorized to be paid by DISTRICT to the Omaha Public Power District (“OPPD”) by this Agreement, including both the basic charges and refundable charges, together with all other charges as fall within the definition of Entire Cost, including all penalties and default charges that are allocable to such contract charges, shall be specially assessed against property specially benefited within the Development Area. One hundred percent (100%) of the Cost differential for underground installation in lieu of above ground installation shall be specially assessed or privately financed by DEVELOPER.
- (10) Emergency Vehicle Preemption. One hundred percent (100%) of the Cost of Emergency Vehicle Preemption device procurement and installation on the requisite traffic signal arm(s) for Dedicated Streets shall be borne by general obligation of DISTRICT, specially assessed against the property specially benefited within the Development Area, or privately financed by DEVELOPER.

- (11) Gas Distribution System. One hundred percent (100%) of the contract charges for the Gas Distribution System authorized to be paid by DISTRICT to any public gas utility by this Agreement, including both the basic charges and refundable charges, together with all other charges as fall within the definition of Entire Cost, including all penalties and default charges that are allocable to such contract charges, shall be specially assessed against property specially benefited within the Development Area. One hundred percent (100%) of the Cost differential for underground installation in lieu of above ground installation shall be specially assessed or privately financed by DEVELOPER.
- (12) Highway 370 Trail System and Park System Improvements. One hundred percent (100%) of DISTRICT's Cost share of the Highway 370 trail system and park system, as further described in Sections 5(B)(1) and 11(H), which may involve a trail connection under Highway 370 and/or acquisition and improvement of dedicated park land on adjacent property, shall be borne by general obligation of DISTRICT, or privately financed by DEVELOPER.
- (13) Lighting System. One hundred percent (100%) of the cost of the contract charges to be paid to OPPD for the Lighting System to be constructed and installed 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, shall be borne by general obligation of DISTRICT or privately financed by DEVELOPER.
- (14) Reimbursements for Lincoln Road Extension. One hundred percent (100%) of DISTRICT's reimbursements to Sanitary and Improvement District No. 290 for the Lincoln Road Extension, as further described in Sections 3(A)(15) and 11(L), shall be borne by general obligation of DISTRICT or privately financed by DEVELOPER. Such reimbursement will be due and payable when the first building permit is issued in Phase 3 of the Development Area.
- (15) Sanitary Sewer Lines, Water Mains, Water Lines, and Appurtenances. One hundred percent (100%) of the Entire Cost of all sanitary sewer lines, water mains, water lines, and appurtenances located within the Development Area shall be paid by special assessment against the property specially benefited, except that the following Costs may be borne by general obligation of DISTRICT or privately financed by DEVELOPER:
 - i. The Cost differential for the portion of sanitary sewers in excess of eight (8) inches and water mains in excess of eight (8) inches;
 - ii. Fifty percent (50%) of the Entire Cost of the portion of the eight (8) inch sanitary sewer line to be bored under Lincoln Road outside of the Development Area;
 - iii. One hundred percent (100%) of the Entire Cost of any outfall sewer lines, water mains, water lines, or appurtenances outside the Development Area; and

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- iv. One hundred percent (100%) of the Cost of the exterior water line to serve the Development Area as described on the attached Exhibit "G".
 - v. Pursuant to the terms of the Sewer Connection and Wastewater Service Agreement that DISTRICT shall enter into with Sarpy County for the North Shore Commercial Outfall Service Area, DISTRICT may request that Sarpy County authorize the reimbursement of up to one hundred percent (100%) of the Cost of the exterior outfall sewer line (the "North Shore Commercial Outfall") from sewer connection fees collected within the Baseball Stadium Outfall Service Area, the North Shore Commercial Service Area, and any future outfall service area created by any future amendment to the Baseball Stadium Interlocal Cooperation Agreement (the "Baseball Stadium Outfall Fund"). The Parties acknowledge that any reimbursement that is not authorized by Sarpy County shall continue to be borne by general obligation of DISTRICT or privately financed by DEVELOPER.

Pursuant to Papillion Mun. Code § 170-20, fire hydrants shall be provided by DEVELOPER. The type of hydrants and control valves and the location of the hydrants must be approved by the City Engineer.

- (16) Storm Sewers, Inlets, and Appurtenances. One hundred percent (100%) of the Entire Cost of all storm sewers, inlets, and appurtenances shall be borne by general obligation of DISTRICT or privately financed by DEVELOPER, except that the Cost differential 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 or privately financed by DEVELOPER. 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 shall be borne by general obligation of DISTRICT for a length not exceeding the width of the right-of-way, plus six (6) times the vertical distance between the centerline of the pavement and the invert elevation of the box culvert.
- (17) Stormwater Detention. Temporary Sediment Basins and Permanent Detention Basins used for stormwater detention are planned for the subdivision as shown on the attached Exhibit "H". 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 shall assume the sole obligation for the construction of the Temporary Basin(s) and the maintenance thereof during the mass grading of the Development Area including sediment removal from basins and traps. One hundred percent (100%) of the Cost for grading and maintenance of the Permanent Basins during the mass grading shall be performed and paid for by DEVELOPER, with one hundred percent (100%) of the Cost of the permanent piping therefor paid by DISTRICT as a general obligation cost or privately financed by DEVELOPER. After completion of the mass grading, one hundred percent (100%) of the Cost of the ongoing

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maintenance of removing accumulated sediment, as may be required for both the Temporary and Permanent Basins, may be borne by general obligation of DISTRICT or privately financed by DEVELOPER until such time as the Public Improvements serviced by each basin have been completed. DEVELOPER, its successors, and assigns shall be responsible for the Permanent Basins once they have served their purpose as Temporary Basins and maintenance shall be in compliance with the Post-Construction Stormwater Management requirements of CITY. Ownership and maintenance responsibilities for any existing Temporary and Permanent Basins shall be transferred to the North Shore Commercial Business Association prior to annexation by CITY. One hundred percent (100%) of the Costs for landscaping the Permanent Detention Basins shall be the responsibility of DEVELOPER. One hundred percent (100%) of the Costs associated with Temporary Sediment Basin closures shall be the responsibility of DEVELOPER. The engineers for DISTRICT shall notify CITY when, in their professional opinion, the basins and traps are no longer required as a sediment trap. CITY, DEVELOPER, and DISTRICT shall make a mutual determination that the above provisions have been met, and at such time, DEVELOPER, its successors, and assigns shall assume all maintenance responsibilities.

- (18) Traffic Signals. In the event traffic signal(s) are deemed Warranted along the Development Area's Frontage in the future, (100%) of DISTRICT's Proportional Cost Share for such traffic signal(s) may be borne by general obligation of DISTRICT or privately financed by DEVELOPER.

Section 5

Use of DISTRICT Credit or Funds

- A. Use of DISTRICT Credit or Funds. The credit or funds of DISTRICT shall not be used for construction of any improvements or facilities within the Development Area except those Public Improvements specified in this Agreement. By way of specification, and not by way of limitation, the Parties agree that DISTRICT shall not incur any indebtedness or otherwise involve its credit or expend any of its funds in the construction or other acquisition or improvement of any swimming pool, golf course, park, playground, or other recreational facility without approval by Resolution of City Council.
- B. The Cost of the Public Improvements and Future General Obligation. The Cost of the Public Improvements constructed by DISTRICT within the Development Area shall be defrayed as agreed herein and as identified in Exhibit "F" attached hereto and incorporated herein by this reference as the Source and Use of Funds. In no case shall the actual total general obligation costs of DISTRICT exceed the amount shown as the approved total general obligation amount on the "Summary of Estimated Costs" page of Exhibit "F" (the "Required Amount") at the time of levy of special assessments. Special assessments shall be increased if necessary to reduce the actual total general obligation costs to the Required Amount (the "Special Assessment Increase Requirement"), subject only to those certain limited exceptions identified

herein. Namely, the Special Assessment Increase Requirement shall not apply to any increase in the general obligation costs specific to:

- (1) The Highway 370 trail system and park system improvements and additional related improvements (identified as item: "CONTRIBUTION TO HWY. 370 TUNNEL" on the "Summary of Estimated Costs" page of Exhibit "F").

The foregoing costs, as enumerated in this Section 5(B)(1), are designated as "Future General Obligation" costs on the "Summary of Estimated Costs" page of Exhibit "F" and comprise the only exceptions to the Special Assessment Increase Requirement. The Future General Obligation costs may be delayed until such time that DISTRICT's net debt to value ratio, as determined by DISTRICT's financial advisor, after consultation with CITY, is less than or equal to seven percent (7%). Additionally, in no event shall DISTRICT's contributions to the Future General Obligation costs exceed those shown on Exhibit "F", nor may said contributions increase DISTRICT's net debt to value ratio above 7%. In order to comply with the latter requirement, the Future General Obligation costs are not required to be funded at the same time. Instead, DISTRICT's ability to fund each Future General Obligation cost shall be reviewed separately and shall be based on the impact each Future General Obligation cost has on the net debt to value ratio. This may result in DISTRICT having the ability to fund some Future General Obligation costs before others. In the event more than one Future General Obligation Cost becomes Warranted, or is desired by CITY, as applicable, at the same time, CITY shall determine the appropriate prioritization.

- C. No Reallocation. In the event any funds allocated for Public Improvements, pursuant to Exhibit "F", do not get expended by DISTRICT due to private financing by DEVELOPER, DISTRICT agrees that such unexpended funds shall not be reallocated for any other Public Improvement or other expense without prior approval from CITY.
- D. Construction Overruns or Change Orders. Construction overruns, change orders, or both totaling ten percent (10%) or more of any individual contract, as described in Exhibit "F", shall be submitted to CITY for approval prior to the work being started. If the work is approved by both the City Administrator and the City Engineer, the Entire Cost of the work may be added to the relevant construction contract and Exhibit "F". If the work is not approved by the City Administrator and the City Engineer, the Cost of the work shall be included in the statements of cost and specially assessed evenly against DISTRICT's assessable property or the cost of the work shall be privately financed by DEVELOPER.

Section 6

Privately Financed Public Improvements and Related Terms

- A. Privately Financed Public Improvements. Unless otherwise stated herein, DEVELOPER, at its sole discretion, may cause Public Improvements to be installed and constructed at the sole Cost and expense of DEVELOPER ("Privately Financed Public Improvements" as defined in Section 1) in lieu of DISTRICT causing the installation

and construction of such Public Improvements using the credit or funds of DISTRICT, subject to the following terms:

- (1) Notice of Intent. DEVELOPER must provide written notice to CITY of its intent to privately install and construct Public Improvements.
- (2) Standards for Privately Financed Public Improvements. DEVELOPER shall cause all Privately Financed Public Improvements to be constructed and installed in accordance with the terms and conditions of this Agreement.
- (3) Ownership and Maintenance. All such Privately Financed Public Improvements shall become the unencumbered assets of DISTRICT or Sarpy County, as applicable, immediately upon completion or installation of each Privately Financed Public Improvement and shall be maintained by DISTRICT to the same standards as the Public Improvements until such time that DISTRICT is annexed by CITY.
- (4) Adherence and Construction Contracts. DEVELOPER shall abide by, and incorporate into all of its construction contracts for Privately Financed Public Improvements, the provisions required by the regulations of Sarpy County, the Nebraska Department of Roads (“NDOR”), and CITY, as applicable, pertaining to construction of the Privately Financed Public Improvements in developments/subdivisions and testing procedures. Said contracts shall also provide that the contractor(s) or subcontractor(s) constructing or installing the Privately Financed Public Improvements shall have no recourse against CITY or DISTRICT for any Costs, claims, or matters arising out of, or related to in any way whatsoever, said construction or installation including, without limitation, the Cost for Privately Financed Public Improvements, construction oversight of the Privately Financed Public Improvements, or the design or preparation of plans and specifications for the Privately Financed Public Improvements.
- (5) Before Commencing Work on Privately Financed Public Improvements. Before commencing any work in connection with any individual Privately Financed Public Improvement, DEVELOPER shall first:
 - i. Make payment for all applicable fees due to CITY or Sarpy County, as applicable, in relation to the construction and installation of said individual Privately Financed Public Improvement;
 - ii. Deliver to the Papillion City Clerk duly executed copies of an Agreement for Sewer Connection and Wastewater Service between DISTRICT and Sarpy County for the North Shore Commercial Outfall Lots;
 - iii. Obtain written approval from Sarpy County, NDOR, and CITY, as applicable, for the specifications and technical terms of any agreement(s) or plan(s) for, or relating to, the construction or installation of said individual Privately Financed Public Improvement prior to DEVELOPER’s execution of any such agreement(s) or plan(s). Once DEVELOPER obtains written

approval from Sarpy County, NDOR, and CITY, as applicable, DEVELOPER shall deliver to the Papillion City Clerk duly executed copies of any agreement(s) or plan(s) for work required for, or otherwise entered into in connection with, said individual Privately Financed Public Improvement. Such agreement(s) or plan(s) shall include, but not be limited to, any required bonds, insurance certifications, and all plans for said individual Privately Financed Public Improvement. Any such agreement(s) or plan(s) shall contain details describing the manner and means of any additional connections required by or for the Wastewater Sewer System or the Storm Sewer System prepared by DEVELOPER's engineer;

- iv. Obtain and file of record any permanent easements required by CITY or Sarpy County, as applicable, for said individual Privately Financed Public Improvement, as applicable, if not located on or in dedicated public right-of-way. Public Improvements which may invoke this this requirement may include, but shall not necessarily be limited to, sanitary and wastewater sewer, storm sewer, water lines, and Post-Construction Stormwater Management, including all appurtenances, as determined by the City Engineer. Said easements shall be prepared and filed in a form satisfactory to CITY and DISTRICT;
- v. Obtain, and show proof of, general liability insurance and payment and performance bonds equivalent to the total construction cost for said individual Privately Financed Public Improvement;
- vi. Obtain final approval from CITY to commence the construction and installation of said individual Privately Financed Public Improvement; and
- vii. Obtain final approval from Sarpy County to commence the construction and installation of said individual Private Improvement if such Private Improvement relates to any sanitary sewer or storm sewer within the North Shore Commercial Outfall Service Area.

(6) All Necessary Agreements, Permits, and Approvals. Prior to commencing any work within any public right(s)-of-way, DISTRICT or DEVELOPER, as applicable, shall enter into all necessary right-of-way agreements and obtain all necessary permits and approvals from all requisite governmental entities exercising authority over said right(s)-of-way. In the event CITY requests copies of any such agreements, permits, or approvals, DISTRICT or DEVELOPER, as applicable, shall provide said copies to CITY in a timely manner.

(7) Insurance. DEVELOPER shall cause CITY to be named as an additional insured under any policy of insurance, including all payment and performance bonds obtained by DEVELOPER (whether or not required by this Agreement) or any other person in connection with the construction or operation of the Privately Financed Public Improvements. Additionally, DEVELOPER shall cause DISTRICT to be named as an additional insured under any policy of insurance, including all payment and performance bonds obtained by DEVELOPER in

connection with the construction or operation of the Privately Financed Public Improvements.

- (8) Sole Cost of DEVELOPER. The Entire Cost of all Privately Financed Public Improvements shall be paid by, and be at the sole expense of, DEVELOPER.
- (9) No Final Payment Until Approved. DEVELOPER shall forward all weekly construction tests and observation logs to the City of Papillion Public Works Director and the City Engineer. No final payment shall be made to the contractor until such final payment has been approved by the City Engineer.

Section 7

Private Improvements and Related Terms

- A. Private Improvements. DEVELOPER, at its sole Cost and expense, shall cause the construction and installation of the following Private Improvements during Phase 1:
 - (1) Grading. Initial site grading, which shall include adjacent or abutting street right-of-way, and Private Street grading.
 - (2) PUD Outlot Sidewalks. Five foot (5') sidewalks within the PUD located on or abutting Outlots A, B, C, D, E, and F, and any replatting of the same, and not otherwise classified as the Basin Area Trail or abutting Lots 1-70 or any replatting of the same (the PUD Outlot Sidewalks"), in a manner that is consistent with Exhibit "E".
 - (3) Private Streets. Private Streets in a manner that is consistent with Exhibit "E" in order to provide access to Lots 1-70 within the PUD, or any future replatting of the same. The Private Streets shall also be subject to the following terms:
 - i. Access Easements. All private streets or private drives connecting to 126th Street or Lincoln Road within the PUD shall be subject to access easements to allow sufficient access to the lots within the PUD and to allow sufficient access to emergency services. Similarly, in the event Lots 71 or 72 within the Mixed Use District are further subdivided in the future and private streets or private drives connecting to 126th Street and Lincoln Road are created, said connections, including the adjacent parking lots, shall be subject to reciprocal access easements to allow sufficient access to the lots and parking stalls within the entire Mixed Use District and to allow sufficient access to emergency services. Such access easements, if applicable, shall be finalized prior to City Council approval of the Mixed Use Development Agreement.
 - ii. Maintenance Agreements. Separate maintenance agreements shall be required for the private street system within the Mixed Use District and the private street system within the PUD and shall be prepared in a form that is satisfactory to CITY. The maintenance agreement pertaining to the

private street system within the PUD shall be finalized prior to City Council approval of the Final Plat. The maintenance agreement pertaining to the private street system within the Mixed Use District shall be finalized prior to City Council approval of the Mixed Use Development Agreement.

iii. Naming Scheme. The naming of all private streets within the Development Area shall be assigned in a manner that is consistent with the existing naming scheme utilized for private streets within the City of Papillion, as determined by CITY.

(4) Private Street Signage. Private Street signage, traffic control signs, traffic control devices, and installation relating to the Private Streets.

B. Before Commencing Work on the Private Improvements. Before commencing any work in connection with any individual Private Improvement, DEVELOPER shall first:

(1) Make payment for all applicable fees due to CITY or Sarpy County, as applicable, in relation to the construction and installation of said individual Private Improvement;

(2) Deliver to the Papillion City Clerk duly executed copies of an Agreement for Sewer Connection and Wastewater Service between DISTRICT and Sarpy County for the North Shore Commercial Outfall Lots;

(3) Obtain written approval from Sarpy County and CITY, as applicable, for the specifications and technical terms of any agreement(s) or plan(s) for, or relating to, the construction or installation of said individual Private Improvement prior to DEVELOPER's execution of any such agreement(s) or plan(s). Once DEVELOPER obtains written approval from Sarpy County and CITY, as applicable, DEVELOPER shall deliver to the Papillion City Clerk duly executed copies of any agreement(s) or plan(s) for work required for, or otherwise entered into in connection with, said individual Private Improvement. Such agreement(s) or plan(s) shall include, but not be limited to, any required bonds, insurance certifications, and all plans for said individual Private Improvement;

(4) Obtain and file of record any permanent easements required by CITY or Sarpy County, as applicable, for said individual Private Improvement;

(5) Obtain, and show proof of, general liability insurance and payment and performance bonds equivalent to the total construction cost for said individual Private Improvement;

(6) Obtain final approval from CITY to commence the construction and installation of said individual Private Improvement; and

(7) Obtain final approval from Sarpy County to commence the construction and installation of said individual Private Improvement if such Private Improvement is

a sanitary sewer or storm sewer within the North Shore Commercial Outfall Service Area.

Section 8

General Obligation Professional Services Fees

A. Professional Service Fees. 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 subject to the following:

(1) DISTRICT's Engineer(s). DISTRICT's Engineer(s)' compensation shall be subject to the following:

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

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

iv. Additional service fees may be considered and approved by the Mayor and City Council for any significant redesign work that is requested by CITY but only after final construction plans and procurement documents have been approved in writing by the City Engineer.

iv. Fees shall become due no earlier than at the time services are rendered and are approved by DISTRICT's Board of Trustees.

(2) DISTRICT's Attorney(s). DISTRICT's Attorney(s)' compensation shall be subject to the following:

i. DISTRICT's Attorney(s)' compensation for professional services shall be charged to DISTRICT 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, completion of, and levy of special assessments for the construction of Public Improvements installed within DISTRICT. The percentage legal fee may not be charged against those costs associated with engineering fees, fiscal fees, testing, permit fees, or interest payments of DISTRICT.

ii. DISTRICT's Attorney(s)' compensation for professional services shall be charged to DISTRICT at a cost no greater than one-half of one percent (0.5%) for bond issuance or subsequent refinancing of DISTRICT on the gross amount of bonds issued.

iii. DISTRICT's Attorney(s)' legal fees shall become due no earlier than at the time construction fund warrants or bonds are issued for approved expenditures by DISTRICT's Board of Trustees.

iv. At a cost no greater than two percent (2%) of the actual project construction costs for all services in connection with contract charges and reimbursable charges, reimbursements or payments to other agencies or contract services for OPPD, Black Hills Energy, CenturyLink, Cox, etc. This shall include, but not be limited to, park land acquisition, capital facilities charges, and accrued interest payments on warrants issued by DISTRICT.

- (3) DISTRICT's Fiscal Agent(s). DISTRICT's underwriter(s) for the placement of warrants issued by DISTRICT, and municipal advisor(s) or other financial advisor(s) for services during construction, collectively, shall receive fees not to exceed five percent (5%) of warrants issued.
- i. Fees shall become due no earlier than at the time construction funds warrants or bonds are issued for approved expenditures by DISTRICT's Board of Trustees.
- (4) Unwarranted or Excessive Costs. All costs not described within this Agreement or otherwise approved by CITY shall be considered unwarranted or excessive and shall be paid for privately or specially assessed evenly among all the assessable lots.
- (5) Interest on Construction Fund Warrants. Interest on construction fund warrants issued prior to the professional fee schedules outlined above shall be paid for privately or specially assessed evenly among all the assessable lots.
- (6) Contracts for Professional Services. DISTRICT shall incorporate the foregoing terms within this section, as applicable, into any contract for Professional Services contemplated herein.

Section 9

Covenants, Representations, and Acknowledgments by CITY

A. Covenants by CITY. CITY covenants and agrees that:

- (1) CITY and its departments shall reasonably cooperate with DEVELOPER, its agents, and contractors for the timely and orderly installation of the Public Improvements following the execution of this Agreement and submittal of required documents.
- (2) DISTRICT may connect its sanitary sewer system constructed within the Baseball Stadium Outfall Service Area to the sanitary sewer system of CITY pursuant to the terms and conditions of a sewer and water connection agreement between CITY and DISTRICT.
- (3) DISTRICT may connect its sanitary sewer system constructed within the North Shore Commercial Outfall Service Area to the sanitary sewer system of Sarpy County pursuant to the terms and conditions of a sewer and water connection agreement between DISTRICT and Sarpy County.
- (4) DISTRICT may connect its water system to the water system of CITY pursuant to the terms and conditions of a sewer and water connection agreement between CITY and DISTRICT.

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B. Representations and Acknowledgements by CITY. CITY represents and acknowledges that:

- (1) Neither CITY nor any of its officers, agents, or employees:
 - i. Is acting as attorney, architect, engineer or otherwise in the interest or on behalf of DEVELOPER or DISTRICT in furtherance of this Agreement;
 - ii. Owes any duty to DEVELOPER, DISTRICT, or any other person or entity because of any action CITY, DEVELOPER, or DISTRICT has undertaken, or in the future will undertake, in furtherance of this Agreement, including any CITY inspection or CITY approval of any matter related to the same; and
 - iii. Shall be liable to any person as a result of any act undertaken by CITY, DEVELOPER, or DISTRICT to date, or at any time in the future, in furtherance of this Agreement, and, to the maximum extent permitted by law, DEVELOPER and DISTRICT hereby waive for themselves, their employees, agents, and assigns any such right, remedy, or recourse they may have against any of them.

Section 10

Covenants, Representations, and Acknowledgments by DISTRICT

A. Covenants by DISTRICT. DISTRICT covenants and agrees that:

- (1) Standards for Public Improvements. DISTRICT shall cause all Public Improvements to be constructed and installed in accordance with the terms and conditions of this Agreement.
- (2) Adherence and Construction Contracts. DISTRICT shall abide by, and incorporate into all of its construction contracts, the provisions required by the regulations of Sarpy County, NDOR, and CITY, as applicable, pertaining to construction of Public Improvements in subdivisions and testing procedures therefor. Said contracts shall also provide that the contractor(s) or subcontractor(s) constructing or installing the Public Improvements shall have no recourse against CITY or DISTRICT for any Costs, claims, or matters arising out of, or related to in any way whatsoever, said construction or installation including, without limitation, the Cost for Public Improvements, construction oversight of the Public Improvements, or the design or preparation of plans and specifications for the Public Improvements.
- (3) Sarpy County Sewer Connection and Waste Water Service Agreement. DISTRICT shall enter into an Agreement for Sewer Connection and Wastewater Service with Sarpy County for the North Shore Commercial Outfall Lots.
- (4) Provide Engineer's Certificate of Completion to Sarpy County. DISTRICT shall provide an Engineer's Certificate of Completion to Sarpy County for filing which

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contains a statement that all sewer connections from the North Shore Commercial Outfall Lots to the Wood Hollow Outfall Sewer have been constructed in accordance with the plans and specifications approved in writing by Sarpy County.

- (5) CITY Approval. DISTRICT shall not solicit bids for Public Improvements until after the plans therefor have been approved by the City Engineer. The Parties acknowledge that the City Engineer reserves the right to consult with Sarpy County regarding sanitary sewer and storm sewer improvements within the North Shore Commercial Outfall Service Area prior to City Engineer's approval of the plans for the corresponding Public Improvement. No construction shall begin and no contract shall be let until such time as CITY approves the corresponding bid for the applicable Public Improvement.
- (6) Invoices. DISTRICT shall attach copies of all paid invoices to the minutes of the Board of Trustees meetings where payment of such invoices is authorized.
- (7) Bid Procurement Document Formatting. DISTRICT shall format all bid procurement documents to match the format utilized in Exhibit "F". No bid authorization shall be provided by CITY until the City Engineer determines that the bid procurement documents are properly formatted.
- (8) No Final Payment Until Approved. DISTRICT shall cause all weekly construction tests and observation logs to be delivered to the City of Papillion Public Works Director and the City Engineer. No final payment shall be made to the contractor until such final payment has been approved by the City Engineer.
- (9) Prohibitions on Contracts and Payments. 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.
- (10) Easements Required by City. Prior to commencement of construction of the Public Improvements, DISTRICT shall obtain and file of record permanent easements for all sanitary, water, storm sewer lines, and Post-Construction Stormwater Management requirements, including all appurtenances, as determined by the City Engineer, provided that any easements required for sanitary and storm sewer lines within the North Shore Commercial Outfall Service Area shall also be subject to the review and approval of Sarpy County.
- (11) Easements Required by Sarpy County. Prior to commencement of construction of the Public Improvements, DISTRICT shall obtain and file of record permanent easements to allow Sarpy County to access and maintain all sanitary sewer outfalls serving the North Shore Commercial Outfall Service Area, as determined by Sarpy County.
- (12) Itemization. After bids for Public Improvements are received and prior to award of said bids, DISTRICT's Engineer shall provide a document to the City Engineer

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that details the itemized split of DISTRICT's general obligation and special assessment costs.

(13) Timing of Special Assessments. Special assessments of any DISTRICT project shall be levied upon all specially benefitted lots or parcels of ground within DISTRICT, as applicable, within six (6) months after the final acceptance of the Public Improvements, associated with each respective phase that are subject to special assessment, by DISTRICT's Board of Trustees or Administrator. All such special assessments shall be levied within eighteen (18) months after commencement of construction or as otherwise provided by Neb. Rev Stat. § 31-751.

(14) Outlots. 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 4. Such costs shall be specially assessed against all lots (excluding outlots) within the Development Area.

(15) Prior to Notice of Special Assessments. Prior to publishing notice 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, DISTRICT shall abide by the following terms:

i. DISTRICT shall obtain written approval from CITY for proposed special assessment schedules. This provision shall not be construed as an obligation incumbent upon CITY to provide such approval, but rather as an obligation incumbent upon DISTRICT to obtain approval from CITY before publishing notice and equalizing or levying said special assessments.

ii. DISTRICT shall submit to CITY:

a. A schedule of the proposed special assessments;

b. A schedule of all general obligation costs spent by DISTRICT;

c. A plat of the area to be assessed;

d. A full and detailed statement of the Entire Cost of each type of Public Improvement, which statement or statements shall separately show:

[1] The amount paid to the contract;

[2] The amount paid to DISTRICT's Engineer(s) which shall include a complete and itemized log of work hours, testing expenses and all reimbursables that shall be broken down into corresponding service (design, observation, testing, surveying, etc.);

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- [3] The amount paid to DISTRICT's Attorney(s);
 - [4] The amount paid to DISTRICT's Fiscal Agent(s), including underwriter(s) for the placement of warrants and DISTRICT's municipal advisor(s) and other financial services advisor(s) for services during construction; and
 - [5] The amount paid for penalties, forfeitures, or default charges; and
 - [6] A complete and itemized warrant registry detailing the warrant numbers, payee name, registration date, maturity date, interest date, interest rate, the amount paid with corresponding invoice numbers to payee, and the Public Improvement project for which the warrants were issued.
- (16) Annual Tax Levy. DISTRICT shall make its annual tax levy in an amount sufficient to timely pay the indebtedness and interest thereof for Public Improvements, but in no event shall said levy be less than a minimum ad valorem property tax rate of eighty-eight cents (88¢) per one hundred dollars (\$100) of taxable valuation for the tax collection years through the year that all of DISTRICT's warrants can be paid on a cash basis and converted to bonded debt.
- (17) Cash Flow Projections. On or about October 1 of each year following the issuance of DISTRICT bonds, DISTRICT shall cause the delivery of the following information to the City Finance Director for review and approval: a cash flow projection by year for the entire term of the indebtedness. The cash flow projection shall include, but not be limited to, existing and projected taxable valuation, a projected annual debt service levy, existing and projected cash receipts, cash disbursements and available balances in the bond fund and general fund of DISTRICT. DISTRICT shall adopt tax rate levies sufficient to fund the succeeding years' general and bond fund projected obligation as required in the cash flow projections.
- (18) Notice of Annual Budget Meetings. DISTRICT shall provide CITY ten (10) days' notice of its annual budget meeting along with its tax requests.
- (19) Notice and Production of Proposed Budgets. DISTRICT shall furnish to CITY copies of all proposed budgets and published notices of meetings to consider said budget and expenditures at least ten (10) days prior to the Board of Trustee's meeting to consider and adopt a proposed budget.
- (20) Notice of Bankruptcy Filings. DISTRICT warrants that it shall 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.

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- (21) CITY Approval for Refinancing. The general obligation of DISTRICT shall not be refinanced without DISTRICT first receiving prior approval from CITY for said refinancing. CITY's approval may be withheld in CITY's sole discretion.
- (22) Reimbursement Delays. Any delay in satisfying a reimbursement obligation, as contemplated herein, shall only be permitted if reasonable under the totality of DISTRICT's circumstances, as determined by CITY. Any such delay shall not constitute a relief of DISTRICT's reimbursement responsibility.
- (23) ADA Ramp Curb Drops. DISTRICT shall be responsible for providing curb drops for ADA ramps at all Street Intersections as part of the final construction drawings.
- (24) As-Built Drawings. DISTRICT shall provide as-built drawings on state plane coordinates for all utilities owned and located within the Development Area to CITY. Such as-built drawings shall be provided to CITY as both PDF and Auto-CAD files in addition to hard copy.

Section 11

Other Terms and Obligations

- A. Boundary of DISTRICT. The Parties agree that the boundary of DISTRICT shall match the boundary of the final plat depicted on Exhibit "B" prior to the execution of this Agreement; thereafter, the boundary of DISTRICT shall not change without written prior approval from CITY.
- B. Building Permits. Building permits shall not be issued for any building within any individual Phase until the construction and installation of all requisite Public Improvements and Private Improvements within that Phase, as shown on Exhibit "C", is complete, excluding the Gas Distribution System and Electrical Power Service.
- C. Coordination with the NRD and CITY.
 - (1) DEVELOPER and DISTRICT shall coordinate with the NRD on the design of the detention facility planned on Outlot A and obtain formal approval from the NRD for said detention facility. Documentation of said approval shall be provided to CITY prior to construction of said detention facility.
 - (2) DEVELOPER and DISTRICT shall coordinate with the NRD and CITY on the outfall sewer improvements planned on the Prairie Queen Recreation Area property. Agreement among DEVELOPER, DISTRICT, the NRD, and CITY regarding the requisite easements and construction schedule for outfall sewer improvements shall be necessary prior to CITY approval of the applicable construction documents.
 - (3) DEVELOPER shall abide by the terms of the separate Escrow Agreement for the Surety or Performance Bond entered into with the NRD and CITY for the purpose of rectifying silt inundation and damage to the Prairie Queen Recreation Area (the "Escrow Agreement"). In the event DEVELOPER fails to comply with the terms of

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the Escrow Agreement, CITY shall not issue Public Improvement, Private Improvement, or building permit approvals until compliance has resumed to CITY's satisfaction.

- D. Dedication of Ballpark Way. In the conceptual North Shore Commercial Mixed Use Plan, attached as Exhibit "T", a street is depicted which aligns with Ballpark Way. In the event Ballpark Way develops as a public street, the Parties acknowledge that once the final site design is known for Lot 72, right-of-way for Ballpark Way shall be dedicated through the preliminary plat and final plat process (*see* Section 2(B)). In the event Ballpark Way is developed as a private street rather than a public street, however, such dedication shall not be necessary.
- E. Discharge Permits in Papillion's Wastewater Service Area. The City of Omaha is authorized to issue discharge permits in Papillion's Waste Water Service Area, which includes the Development Area. The Parties acknowledge that the City of Omaha has the authority to enforce prohibitions and limitations as specified in Omaha Municipal Code Chapter 31 by means of discharge permits. All such enforcements shall be in collaboration with and by the written approval of CITY.
- F. Easements.
- (1) Rights and Terms. All easements shall include a prescription outlining the rights and terms of each easement and all corresponding maintenance responsibilities.
 - (2) To CITY's Satisfaction. All easements contemplated within this Agreement, or otherwise required by CITY or Sarpy County, as applicable, shall be prepared and filed in a form satisfactory to CITY or Sarpy County, as applicable.
 - (3) Copies to CITY. DEVELOPER shall provide copies of all easements to CITY or Sarpy County, as applicable, immediately after they are recorded.
 - (4) Separate Instruments. DEVELOPER agrees to dedicate all easements identified in Exhibit "B" by separate instruments.
 - (5) Off-site Easements for Sewer and Water. DISTRICT shall have the right to acquire any off-site easements necessary to construct its sanitary sewer system or to connect to CITY's water system as contemplated by this Agreement.
 - (6) Instrument No. 2010-15676. Upon completion of storm sewer construction and installation on Lot 72, or any future replatting of the same, DEVELOPER shall immediately cause the vacation of the storm sewer easement granted by Instrument No. 2010-15676.
 - (7) Instrument No. 97-02426. Prior to the commencement of Phase 1, DEVELOPER shall cause the vacation of all easements dedicated by Instrument No. 97-02426 and provide documentation to CITY that OPPD, CenturyLink, and Cox Communications have released all such easements.

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G. Fees:

- (1) Review Fee for Improvements by DISTRICT. It is mutually agreed that DISTRICT shall pay a fee of one percent (1%) of the construction cost to CITY, or Sarpy County, as applicable, to cover engineering, legal, and other miscellaneous expenses incurred by CITY, or Sarpy County, as applicable, in connection with any necessary review of plans and specifications related to 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, or Sarpy County, as applicable, 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, or Sarpy County, as applicable.
- (2) Review Fee for Improvements by DEVELOPER. It is mutually agreed that DEVELOPER shall pay a fee of one percent (1%) of the construction cost to CITY, or Sarpy County, as applicable, to cover engineering, legal, and other miscellaneous expenses incurred by CITY, or Sarpy County, as applicable, in connection with any necessary review of plans and specifications related to the construction projects for Privately Financed Public Improvements or Private Improvements performed by DEVELOPER. The Review Fee shall be paid at the sole expense of DEVELOPER. CITY, or Sarpy County, as applicable, shall invoice DEVELOPER the Review Fee at the time that each review is completed. DEVELOPER shall remit payment to CITY, or Sarpy County, as applicable, within 30 days of the invoice issuance date.
- (3) Watershed Fees. All new building permits shall be subject to the Watershed Fee as provided for in the Papillion Master Fee Schedule and as agreed to by the Papillion Creek Watershed Partnership. Such fee shall be calculated based on a per acre basis for the lot(s) for which the building permit is requested and shall be due prior to the issuance of the building permit.
- (4) Not an Exhaustive List. The Parties acknowledge that the forgoing does not constitute an exhaustive list of fees applicable to the development of the Development Area. The relevant fees listed in the Master Fee Schedule shall also apply. The timing of collection of such fees shall depend on the type of fee and the corresponding regulations.

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

I. Future Interlocal Agreement(s). Upon creation of any Sanitary and Improvement District on an adjoining property, DISTRICT agrees to enter into any Interlocal Agreement(s) with CITY and such Sanitary and Improvement District(s) to provide for the reimbursement of expenses related to Public Improvements that benefit DISTRICT.

- J. Highway 370 Trail System and Park System Improvements. DISTRICT shall cooperate with CITY to install a trail system which may involve a trail connection under Highway 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.
- K. Maintenance of Detention Facilities and Water Quality and Quantity Controls. DEVELOPER, its successors, and assigns shall be responsible for detention facility and Water Quality and Quantity Control construction and maintenance in compliance with the Post Construction Stormwater Management requirements of CITY. DISTRICT and CITY shall not have any responsibility for maintenance or repair of any such facility located within the Development Area.
- L. North Shore Commercial Outfall Service Area. DISTRICT or DEVELOPER, as applicable, shall convey title of any sanitary sewer lines constructed within the North Shore Commercial Outfall Service Area that will have an upstream connection, as depicted on Exhibit "J", to Sarpy County in a form to be approved by Sarpy County.
- M. One Call Services.
 - (1) The Parties mutually agree that CITY shall provide public water main and sanitary sewer line locating services as well as any other utilities that CITY or DISTRICT is responsible for after DISTRICT provides as-built drawings on state plane coordinates for all utilities owned and located within the Development Area. Such as-built drawings shall be provided as an Auto-CAD file in addition to hard copy. DISTRICT agrees to timely pay to CITY a corresponding fee at the rate established in the Master Fee Schedule for locates that are reasonably required within the Development Area as received over the One Call System.
 - (2) CITY shall invoice DISTRICT for the required payment for services on an annual basis and DISTRICT shall have 30 days in which to make payment after receiving invoice. CITY shall maintain records of all costs incurred within the Development Area for locating services and DISTRICT shall have the right to audit and review such records at any time to assure that such records are accurate.
- N. Reimbursement for the North Shore Commercial Outfall. DISTRICT may be reimbursed for the Costs attributable to the North Shore Commercial Outfall from the Baseball Stadium Outfall Fund after the existing obligations for reimbursements to CITY, Sanitary and Improvement District 290, and Sanitary and Improvement District 292 have been paid provided that Sarpy County agrees to reimbursing DISTRICT from the Baseball Stadium Outfall Fund. If approved by Sarpy County, such reimbursement will be more particularly described in either a future amendment to the Interlocal Cooperation Agreement for the Baseball Stadium Outfall between CITY and Sarpy County or a Sewer and Waste Water Connection Agreement between DISTRICT and Sarpy County. DISTRICT shall cooperate with CITY and Sarpy County, as applicable, for any agreements or amendments to agreements that are necessary to establish the reimbursement for the North Shore Commercial Outfall.

- O. Reimbursements for Lincoln Road Extension. The Parties acknowledge that the West Papillion Creek Flood Control Interlocal Cooperation Act Agreement (the “WP-5 Interlocal Agreement”), approved by the Papillion City Council on May 1, 2012 via Resolution No. R12-0036, established that the development of the Development Area shall trigger the requirement to reimburse Sanitary and Improvement District No. 290 for the Lincoln Road Extension obligations addressed in the WP-5 Interlocal Agreement. Accordingly, DISTRICT shall enter into an interlocal cooperation agreement with Sanitary and Improvement District No. 290 to reimburse said district pursuant to the terms of the WP-5 Interlocal Agreement.
- P. 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.
- Q. Sidewalks. The responsibilities for and timing of sidewalk installations within the Development Area shall be as follows:
- (1) 126th Street Sidewalk abutting the PUD. DISTRICT or DEVELOPER shall cause the installation of the five foot (5’) wide sidewalk within 126th Street right-of-way abutting PUD during Phase 1.
 - (2) 126th Street Sidewalk abutting Lot 71. DISTRICT, DEVELOPER, or the subsequent owner of Lot 71 shall cause the installation of the five (5) foot wide sidewalk within the 126th Street right-of-way abutting Lot 71 within the Mixed Use District. The installation of said portion of sidewalk shall be installed prior to the time of building permit application for Lot 71, or any future replatting of the same, if undertaken by DISTRICT or DEVELOPER (otherwise known as “Phase 2”), or at the time of building permit if undertaken by the subsequent owner of Lot 71.
 - (3) 126th Street Sidewalk abutting Lot 72. DISTRICT or DEVELOPER shall cause the installation of the five (5) foot wide sidewalk within 126th Street right-of-way abutting Lot 72 during Phase 3.
 - (4) PUD Outlot Sidewalks. DEVELOPER shall cause the installation of the five foot (5’) wide PUD Outlot Sidewalks immediately after the construction of the Private Streets.
 - (5) All Other Sidewalks. The grading, construction, installation, and improvement of all other sidewalks within the Development Area which abut individual buildable lots shall be the responsibility of the corresponding individual lot owner(s) at the time of building permit.
- R. Wastewater Service Agreement Exhibits. DEVELOPER shall be responsible for providing all exhibits required for the amendment to CITY’s Wastewater Sewer Agreement with the City of Omaha as requested by CITY.

Section 12

Mixed Use Development

- A. Mixed Use Development. Lots 71, 72, and Outlot G of the Development Area shall be rezoned from Agricultural (AG) to a Mixed Use District (MU), contingent upon eventual City Council approval of a Mixed Use Development Agreement specific to said lots and outlot (the "Mixed Use Development Agreement"). According to the provisions of Article XXII of the City Zoning Ordinance, and for purposes of those portions rezoned to a Mixed Use District, the Parties agree as follows:
- (1) Lot 71. Prior to the issuance of any building permit on Lot 71, or any future replatting of the same, DEVELOPER shall submit to City Council and receive approval of the following:
 - i. The Mixed Use Development Agreement; or
 - ii. A Special Use Permit in compliance with Papillion Mun. Code § 205-123(A) and § 205-124(G), but only if the building permit is for a building to be used primarily for Religious Assembly or Public Assembly. If the proposed building is to be used primarily for any other use type, then City Council approval of the Mixed Use Agreement shall be required.
 - (2) Lot 72. Prior to the issuance of any building permit on Lot 72, or any future replatting of the same, DEVELOPER shall submit to City Council and receive approval of the following:
 - i. A Mixed Use Development Agreement.
 - (3) Permitted Uses. The Mixed Use District shall be developed in accordance with the North Shore Commercial Permitted Uses List ("Permitted Uses List") attached as Exhibit "K". The Permitted Uses List shall be incorporated into the Mixed Use Development Agreement once it is approved by City Council, and as such is subject to review and amendment. In the event the Permitted Uses List is modified as part of the eventual Mixed Use Development Agreement approval process, or amended by a subsequent amendment to the approved Mixed Use Development Agreement, then the most recent version of the Permitted Uses List approved by City Council shall be deemed controlling for the purposes of this Agreement and it shall be incorporated into this Agreement by this reference, thereby superseding the version attached as Exhibit "K". Accordingly, it shall not be necessary to amend this Agreement every time the Mixed Use Development Agreement Permitted Uses List is modified or amended in the future.
 - (4) Mixed Use District and PUD Connectivity. The revised Mixed Use Plan that shall eventually be adopted with the Mixed Use Development Agreement shall endeavor to create a pedestrian-friendly, destination-oriented environment. Accordingly, within the Mixed Use District, pedestrian connections between the individual buildings, the buildings and the parking lots, and the buildings and the

sidewalks on Lincoln Road and 126th Street shall be required. Internal pedestrian connectivity between the Mixed Use District and PUD shall also be required and shall be generally consistent with the connectivity depicted on Exhibit "T". Additionally, a clearly defined pedestrian route shall also be provided from 126th Street to the trail system of Prairie Queens Recreation Area that is generally consistent with the route depicted on Exhibit "T".

- (5) Outlot G. The Parties acknowledge that once a final site design and uses are determined for the Mixed Use District, Outlot G may need to be resized or reconfigured to provide adequate facilities in compliance with the Post-Construction Stormwater Management requirements of CITY.

Section 13

Outlots in Private Ownership

- A. Maintenance of Outlots. DEVELOPER shall be responsible for maintaining Outlots A – G , and any future outlots within the Development Area, or transferring ownership of said outlots to DISTRICT for maintenance. CITY shall not have any outlot maintenance responsibilities for outlots that are not under CITY ownership.
- B. Prohibition against Construction and Transfer of Title to Outlots. No building(s) shall be constructed on any outlots within the Development Area. If DEVELOPER retains ownership of any outlot(s) within the Development Area, DEVELOPER agrees that, at least sixty (60) days prior to closing on the sale, donation, or other transfer of said outlot(s) to any entity other than the North Shore Commercial Business Association, DEVELOPER shall provide written notice to the transferee of the forgoing restriction which prohibits the construction of any buildings on any outlots within the Development Area. Further, DEVELOPER shall provide CITY with notice of such intended transfer and a copy of the written notice that DEVELOPER shall provide to the transferee that no buildings can be constructed on said outlot.
- C. Property Taxes. DEVELOPER agrees to pay all property taxes due for any outlot(s) owned by DEVELOPER, and DISTRICT agrees to pay all property taxes due for any outlot(s) owned by DISTRICT, in a timely manner to prevent said outlot(s) from being offered at the Sarpy County tax sale.

Section 14

Annexation

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

- B. Homeowners' Association and Business Association. DEVELOPER agrees to cause the formation of a Homeowners' Association within the PUD (the "North Shore Commercial Homeowners' Association") and a Business Association within the Mixed Use District (the "North Shore Commercial Business Association") prior to the annexation of DISTRICT by CITY. This provision shall not be construed as a limitation on CITY's annexation authority, but rather as an obligation assumed by DEVELOPER.
- C. Ownership of Outlots. DEVELOPER and DISTRICT agree that ownership of all outlots and all easement rights owned by DEVELOPER or DISTRICT within the Development Area shall be transferred according to the following:
- (1) Ownership of Outlots A-F, any future replatting of the same, and any easement rights owned by DEVELOPER or DISTRICT within the PUD shall transfer to the North Shore Commercial Homeowners' Association prior to annexation by CITY.
 - (2) Ownership of Outlot G, any future replatting of the same, and any easement rights owned by DEVELOPER or DISTRICT within the Mixed Use District, shall transfer to the North Shore Commercial Business Association prior to annexation by CITY.
 - (3) At no time shall ownership of any private street, or outlot containing a private street, ever be transferred to either CITY or DISTRICT.
- D. Obligations upon Annexation. Upon annexation of the Development Area and merger of DISTRICT with CITY, the following shall occur:
- (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, as well as 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 underwriter(s), municipal advisor(s), and other financial advisor(s) to provide all records of every kind pertaining to DISTRICT to CITY;
 - (4) That should CITY annex the entire area of DISTRICT prior to DISTRICT's levy of special assessments for the Public Improvements authorized in Section 3, and thereby succeed to said DISTRICT's power to levy special assessments, CITY shall levy same;

AF

- (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.

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

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

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

Section 15

Miscellaneous Provisions

- A. Agreement Binding. The provisions of this Agreement shall run with the land and shall be binding upon, and shall inure to the benefit of, the Parties to this Agreement and all their respective representatives, successors, assigns, heirs, and estates, including all successor owners of the real estate described in the attached Exhibit "A". Every time the phrase "successors and assigns" is used throughout this Agreement, it is to be attributed the same meaning as this "Agreement Binding" provision. No special meaning shall be given to any instance in this contract in which the name of a Party is used without the phrase "successors and assigns" following immediately thereafter, unless expressly stated otherwise.
- B. Non-Discrimination. DEVELOPER or its agents, contractors, and consultants shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, political or religious opinions or affiliations, disability, or national origin.

Ag

- C. Governing Law. The Parties to this Agreement shall conform to all existing and applicable CITY ordinances, resolutions, state and federal laws, and all existing and applicable rules and regulations. Any dispute arising from this contractual relationship shall be governed solely and exclusively by Nebraska law.
- D. Forum Selection and Personal Jurisdiction. Any dispute arising from this contractual relationship shall be solely and exclusively filed in, conducted in, and decided by the courts located in Sarpy County, Nebraska. As such, the Parties also agree to exclusive personal jurisdiction in the courts located in Sarpy County, Nebraska.
- E. Contract Voidable. No elected official or any officer or employee of CITY shall have a financial interest, direct or indirect, in any CITY contract. Any violation of this subsection with the knowledge of the person or corporation contracting with CITY shall render the contract voidable by the Mayor or City Council.
- F. No Waiver. None of the foregoing provisions shall be construed to imply any waiver of any provision of the zoning or planning requirements or any other section of the Papillion Zoning Code or Ordinances.
- G. Assignment. Neither this Agreement nor any obligations hereunder shall be assigned without the express written consent of CITY, which may be withheld in CITY's sole discretion.
- H. Entire Agreement. This Agreement, and the exhibits and documents referenced in this Agreement (which are intended to be and hereby are specifically made a part of this Agreement whether or not so stated), express the entire understanding and all agreements of the Parties. Specifically, this Agreement supersedes any prior written or oral agreement or understanding between any of the Parties, whether individually or collectively, concerning the subject matter hereof.
- I. Modification by Agreement. This Agreement may be modified only by a written agreement executed by DEVELOPER, DISTRICT, and CITY. Any modifications to this Agreement must cause this Agreement and all performance obligations hereunder to conform to the requirements of any applicable laws, rules, regulations, standards, and specifications of any governmental agency with jurisdiction over any such matter, including any amendment or change thereto, without cost to CITY. Construction overruns and/or change orders totaling more than ten percent (10%) of any individual contract, as described in Exhibit "F", shall require an executed modification to this Agreement prior to the work being started on such construction overruns and/or change orders.
- J. Notices, Consents, and Approval. All payments, notices, statements, demands, requests, consents, approval, authorizations or other submissions required to be made by the Parties shall be in writing, whether or not so stated, and shall be deemed sufficient and served upon the other only if sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

(1) For DEVELOPER: B.H.I. Development, Inc.

Ah

11205 S. 150th Street, Suite 100
Omaha, NE 68138
Attn: Gerald L. Torczon, President

Woodland Homes, Inc.
11205 S. 150th Street, Suite 100
Omaha, NE 68138
Attn: Gerald L. Torczon, President

(2) For DISTRICT: Sanitary and Improvement District
No. 316 of Sarpy County, Nebraska
c/o 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

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

- K. Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience, and in no way define or limit the scope of any section.
- L. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.
- M. 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.

(Signatures appear on following pages)

ATTEST:

CITY OF PAPILLION, a Nebraska
Municipal Corporation

Nicole L. Brown
Nicole L. Brown, City Clerk

By David P. Black
David P. Black, Mayor

CITY SEAL



Aj

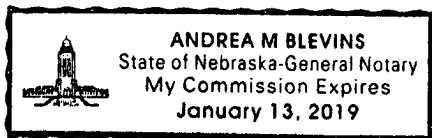
SANITARY AND IMPROVEMENT DISTRICT
NO. 316 OF SARPY COUNTY, NEBRASKA

By *Gerald L. Torczon*
Gerald L. Torczon, Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

Before me, a notary public, in and for said county and state, personally came Gerald L. Torczon, Chairman of Sanitary and Improvement District No. 316 of Sarpy County, Nebraska, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof be his voluntary act and deed on behalf of such District.

Witness my hand and Notarial Seal this 10th day of July, 2017.



Andrea M. Blevins
Notary Public

B.H.I. Development, Inc., a Nebraska corporation

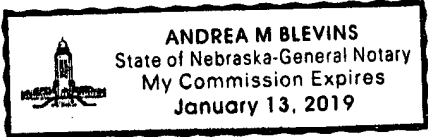
By *Gerald L. Torczon*
Gerald L. Torczon, President

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

Before me, a notary public, in and for said county and state, personally came Gerald L. Torczon, President of B.H.I. Development, Inc., a Nebraska corporation, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof be his voluntary act and deed on behalf of such corporation.

Witness my hand and Notarial Seal this 6th day of July, 2017.

Andrea M. Blevins
Notary Public



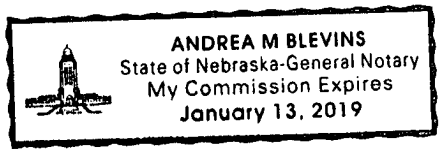
Woodland Homes, Inc., a Nebraska corporation

By *Gerald L. Torczon*
Gerald L. Torczon, President

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

Before me, a notary public, in and for said county and state, personally came Gerald L. Torczon, President of Woodland Homes, Inc., a Nebraska corporation, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof be his voluntary act and deed on behalf of such corporation.

Witness my hand and Notarial Seal this 6th day of July, 2017.



Andrea M. Blevis
Notary Public

Am

**SUBDIVISION AGREEMENT
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INTRODUCTION STATEMENT

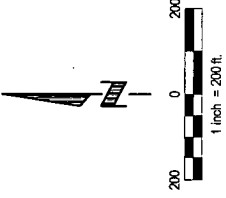
RECITALS

SECTIONS:

1	Definitions
2	Phasing of Public and Private Improvements and Potential Replatting
3	Public Improvements and Related Terms
4	Apportionment of Costs of Public Improvements and Related Terms
5	Use of DISTRICT Credit or Funds
6	Privately Financed Public Improvements and Related Terms
7	Private Improvements and Related Terms
8	General Obligation Professional Services Fees
9	Covenants, Representations, and Acknowledgments by CITY
10	Covenants, Representations, and Acknowledgments by DISTRICT
11	Other Terms and Obligations
12	Mixed Use Development
13	Outlots in Private Ownership
14	Annexation
15	Miscellaneous Provisions

EXHIBITS:

A	Plat Legal Description with Metes and Bounds
B	Final Plat
C	Sanitary Sewer Outfall Designation
D	Phasing
E	Streets and Walks
F	Source and Use of Funds
G	Sanitary Sewer and Water Lines
H	Erosion Controls and Storm Sewers
I	North Shore Commercial Mixed Use Plan
J	North Shore Commercial Outfall Service Area – Service Lines
K	North Shore Commercial Permitted Uses List

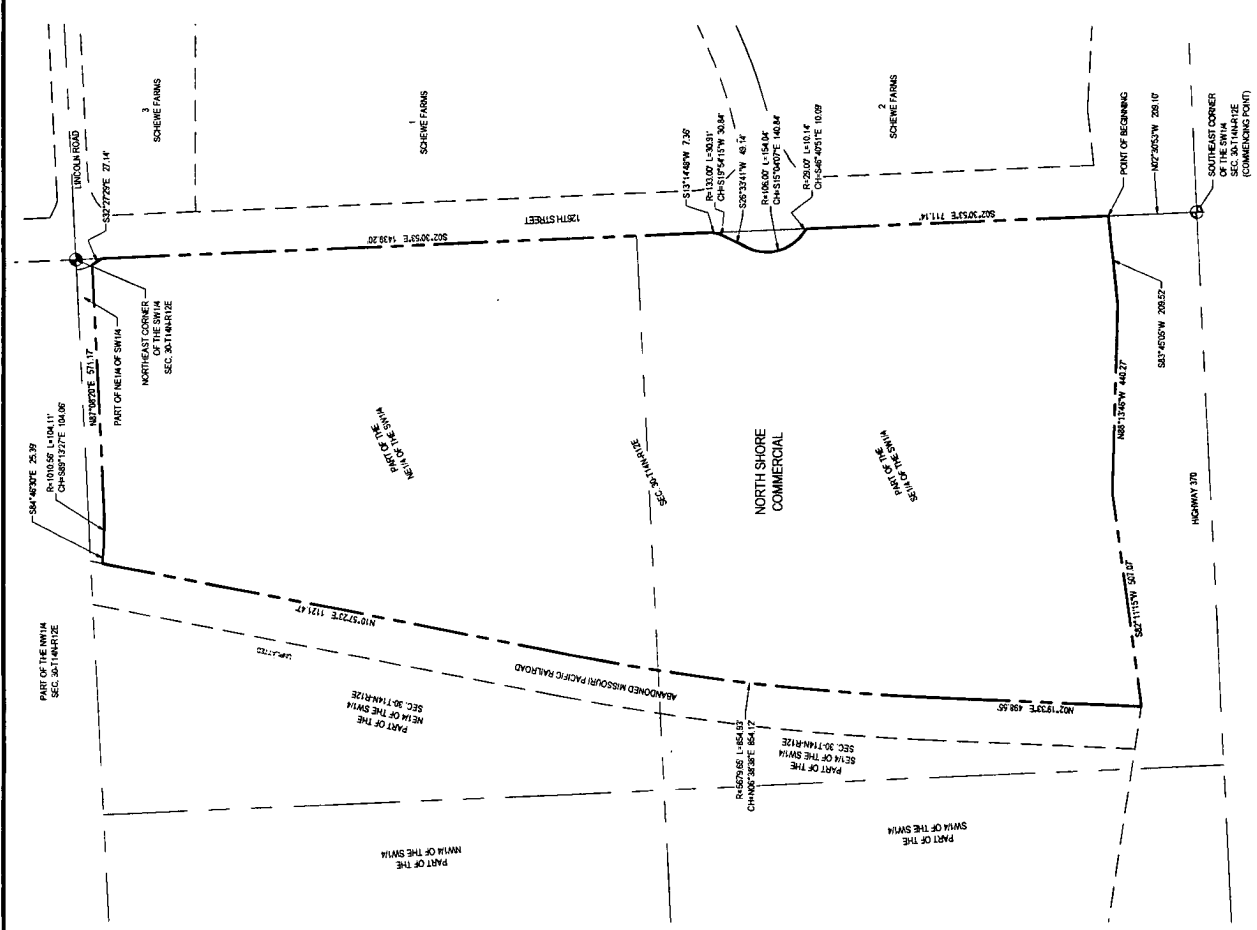


SURVEYORS CERTIFICATION

I HEREBY CERTIFY THAT I HAVE MADE A GROUND SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AS A TRACT OF LAND BEING ALL OF LOTS 1 THRU 3, HENRY'S HIGHLANDS REPLAT 1, A SUBDIVISION LOCATED IN THE SW1/4 OF SECTION 30, TOGETHER WITH PART OF NE1/4 OF THE SW1/4 AND THE SE1/4 OF SECTION 30, ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SW1/4 OF SECTION 30; THENCE N67°30'57"W (ASSUMED BEARING) ALONG THE EAST LINE OF SAID SW1/4 OF SECTION 30, A DISTANCE OF 298.10 FEET; TO THE POINT OF BEGINNING; THENCE S89°10'00"W ALONG THE WESTERLY RIGHT-OF-WAY LINE OF 128TH STREET, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 3, HENRY'S HIGHLANDS REPLAT 1, AND ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF HIGHWAY NO. 370, SAID LINE ALSO BEING THE SOUTHERLY LINE OF SAID LOTS 1 AND 3, HENRY'S HIGHLANDS REPLAT 1, ON THE FOLLOWING THREE (3) COURSES: (1) THENCE S83°45'00"W, A DISTANCE OF 208.53 FEET; (2) THENCE N88°13'48"W, A DISTANCE OF 440.27 FEET; (3) THENCE S82°11'15"W, A DISTANCE OF 507.07 FEET TO A POINT ON THE EASTERLY LINE OF THE ABANDONED MISSOURI PACIFIC RAILROAD, 100 FOOT RIGHT-OF-WAY, THENCE ALONG SAID EASTERLY LINE OF THE ABANDONED MISSOURI PACIFIC RAILROAD, 100 FOOT RIGHT-OF-WAY ON THE FOLLOWING COURSE: (1) THENCE S82°11'15"W, A DISTANCE OF 468.25 FEET; (2) THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT, WITH A RADIUS OF 113.00 FEET, AN ARC OF 113.00 FEET, A DISTANCE OF 113.00 FEET; (3) THENCE S82°11'15"W, A DISTANCE OF 84.12 FEET; (4) THENCE N45°27'22"E, A DISTANCE OF 112.14 FEET; THENCE S84°42'30"E, A DISTANCE OF 25.39 FEET; THENCE EASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 100.56 FEET, A DISTANCE OF 104.14 FEET; SAID CURVE HAVING A LONG CHORD WHICH BEARS S85°13'27"E, A DISTANCE OF 104.05 FEET; THENCE N67°30'57"E, A DISTANCE OF 57.17 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF LINCOLN ROAD AND THE SAID WESTERLY RIGHT-OF-WAY LINE OF 128TH STREET; THENCE S32°27'29"E ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF 128TH STREET, A DISTANCE OF 27.14 FEET TO A POINT ON SAID EAST LINE OF THE SW1/4 OF SECTION 30; THENCE S02°30'53"E ALONG SAID EAST LINE OF THE SW1/4 OF SECTION 30, SAID LINE ALSO BEING SAID WESTERLY RIGHT-OF-WAY LINE OF 128TH STREET, A DISTANCE OF 30.44 FEET; (5) THENCE S28°52'41"W, A DISTANCE OF 49.14 FEET; (6) THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 108.00 FEET, A DISTANCE OF 154.04 FEET; SAID CURVE HAVING A LONG CHORD WHICH BEARS S15°04'07"E, A DISTANCE OF 140.84 FEET; (7) THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 10.08 FEET, A DISTANCE OF 10.14 FEET; SAID CURVE HAVING A LONG CHORD WHICH BEARS S48°47'51"E, A DISTANCE OF 10.08 FEET TO A POINT ON SAID EAST LINE OF THE SW1/4 OF SECTION 30; THENCE S02°30'53"E ALONG SAID EAST LINE OF THE SW1/4 OF SECTION 30, SAID LINE ALSO BEING SAID WESTERLY RIGHT-OF-WAY LINE OF 128TH STREET; SAID LINE ALSO BEING THE EASTERLY LINE OF SAID LOT 3, HENRY'S HIGHLANDS REPLAT 1; AND THE NORTHERLY EXTENSION THEREOF, A DISTANCE OF 711.14 FEET TO THE POINT OF BEGINNING.

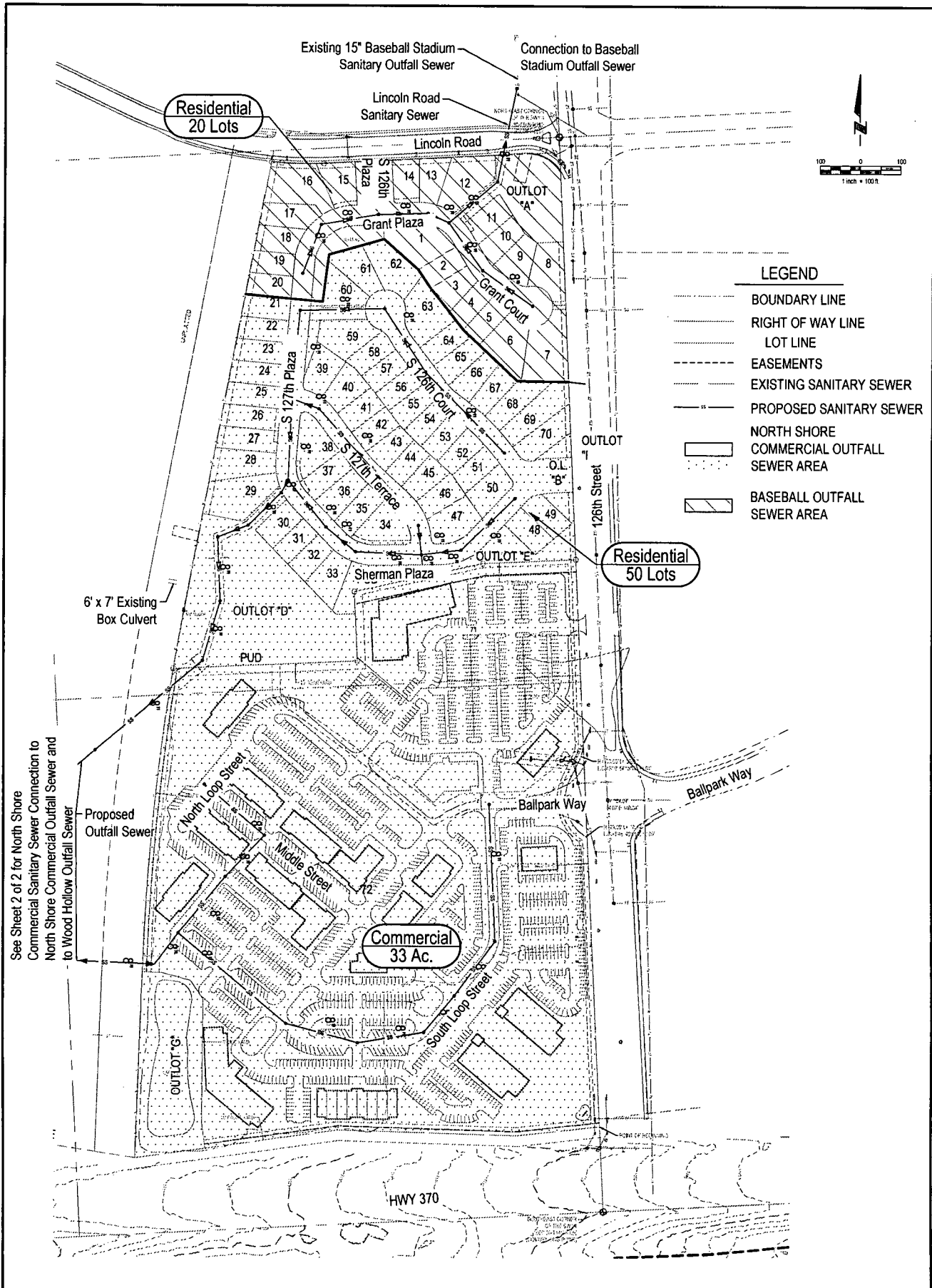
SAID TRACT OF LAND CONTAINS AN AREA OF 2,239.971 SQUARE FEET OR 53.468 ACRES MORE OR LESS.



<p>Plat No: P2014.202.001 Date: 01-06-2017 Designed By: C/J Drawn By: C/J Scale: 1"=200' Sheet: 1 of 1</p>	<p>Revisions</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">No.</th> <th style="width: 15%;">Date</th> <th style="width: 80%;">Description</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	No.	Date	Description				<p>EXHIBIT "A" PLAT LEGAL DESCRIPTION WITH METES AND BOUNDS</p>	<p>LEGAL DESCRIPTION NORTH SHORE COMMERCIAL SW1/4 OF SECTION 30-T14N-R12E SARPY COUNTY, NEBRASKA</p>
No.	Date	Description							
<p>E & A CONSULTING GROUP, INC. Engineering Answers</p>		<p>E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services</p>							
<p>10909 N14 Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.865.5599 www.eagroup.com</p>									

A

Ap



LEGEND

- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- - - - EASEMENTS
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- NORTH SHORE COMMERCIAL OFFALL SEWER AREA
- BASEBALL OFFALL SEWER AREA

See Sheet 2 of 2 for North Shore Commercial Sanitary Sewer Connection to North Shore Commercial Outfall Sewer and to Wood Hollow Outfall Sewer

Proposed Outfall Sewer

6' x 7' Existing Box Culvert

Proj No:	02014-002-001
Date:	07/02/2014
Designed By:	MAW
Drawn By:	JL
Scale:	1"=100'
Sheet:	1 of 1

**EXHIBIT "C"
SANITARY SEWER
OUTFALL DESIGNATION**

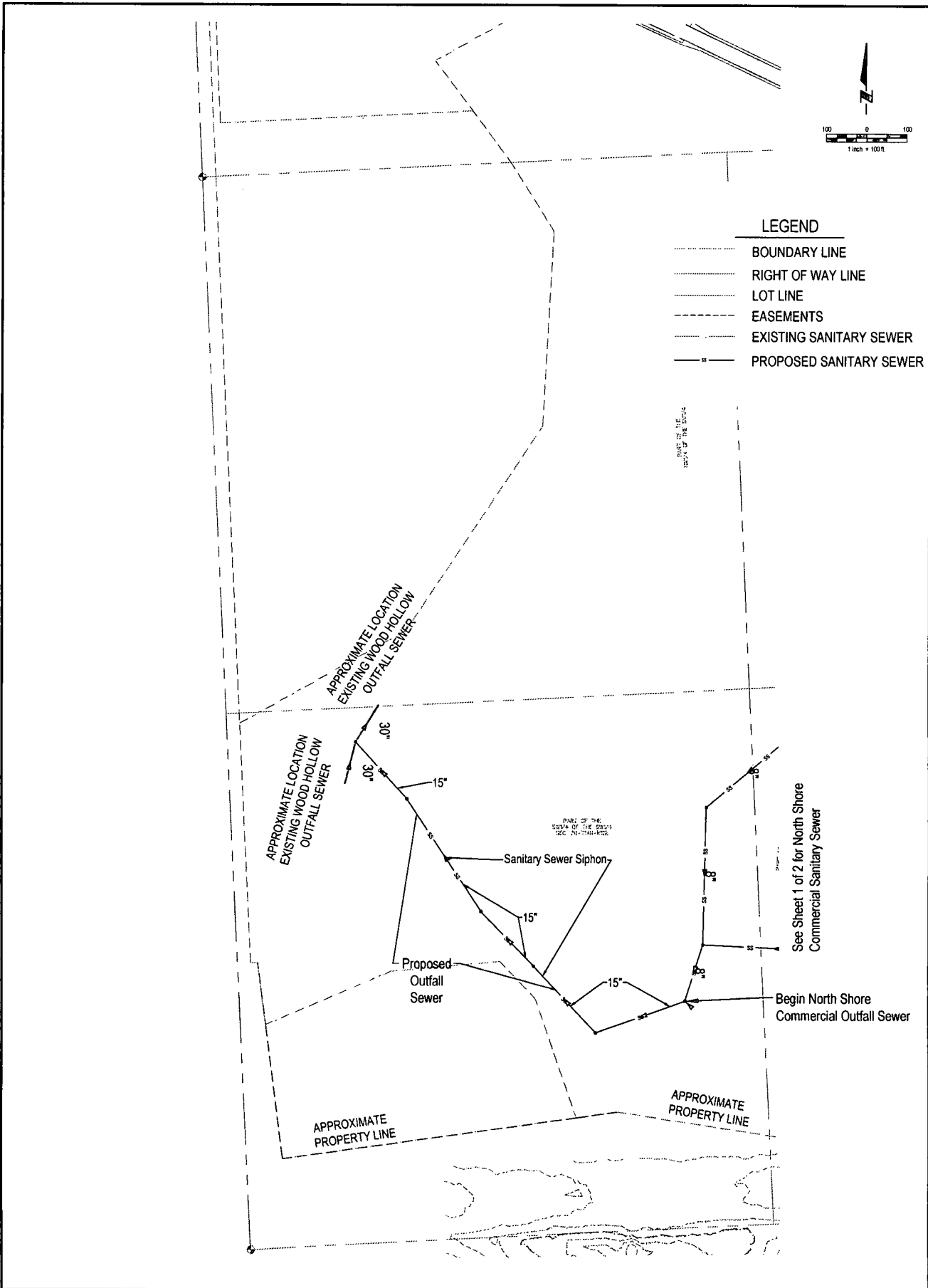
**NORTH SHORE
COMMERCIAL**
PAPILLON, NEBRASKA



E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services

10900 146 Valley Road, Suite 100 • Omaha, NE 68154
Phone: 402.895.4700 • Fax: 402.895.2599
www.eandagroup.com

Fig



LEGEND

- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- - - - - EASEMENTS
- EXISTING SANITARY SEWER
- — — PROPOSED SANITARY SEWER

Proj No. 22914 202 201	Revisions	
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Sheet 2 of 2		

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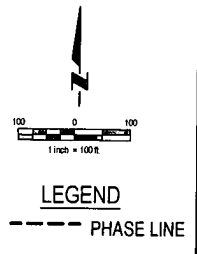
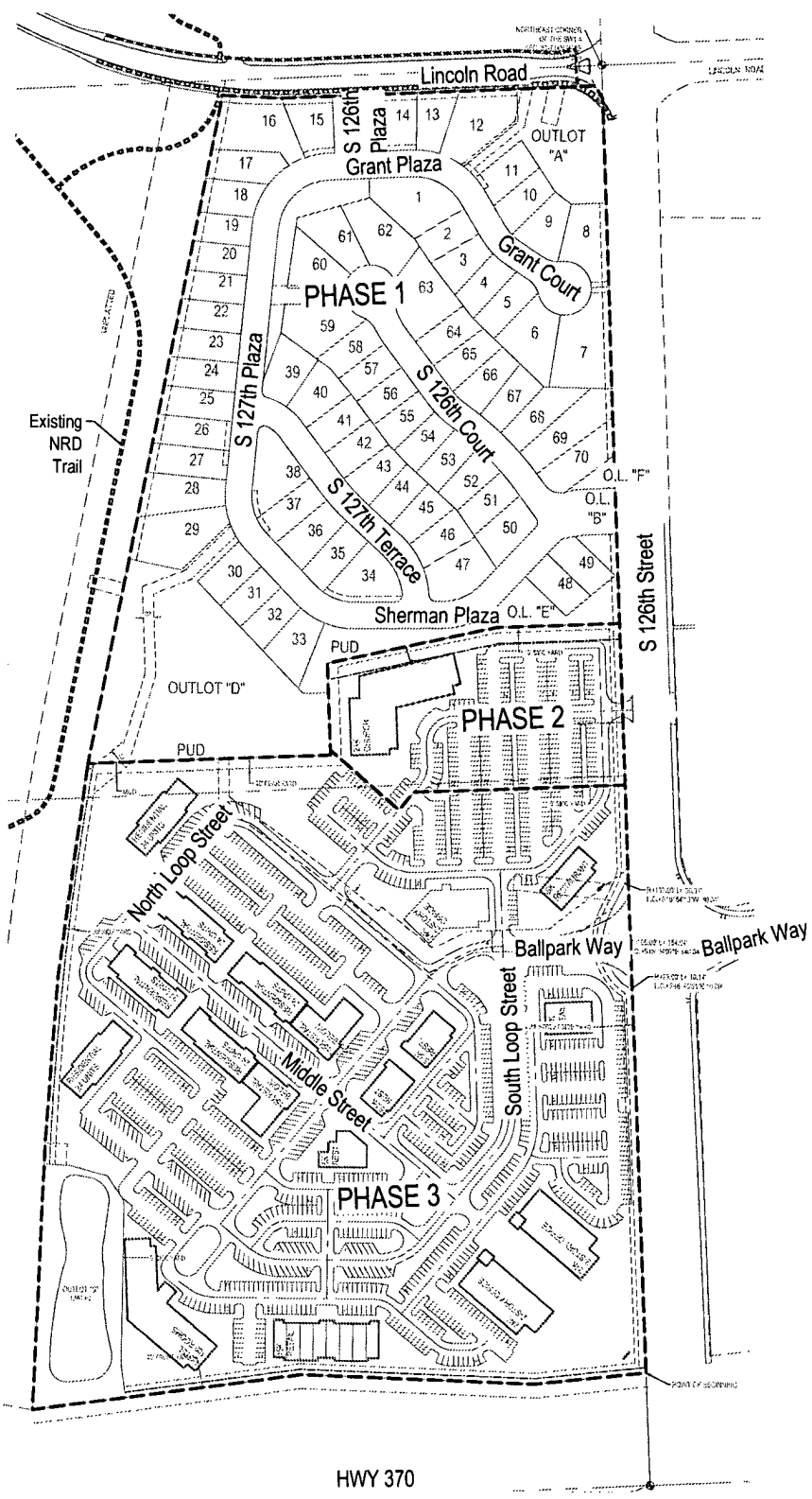
EXHIBIT "C"
SANITARY SEWER
OUTFALL DESIGNATION

NORTH SHORE
COMMERCIAL
 PAVILLION, NEBRASKA



E & A CONSULTING GROUP, INC.
 Engineering • Planning • Environmental & Field Services
 10008 148 Valley Road, Suite 100 • Omaha, NE 68154
 Phone: 402.895.6700 • Fax: 402.895.3399
 www.eaag.com

Ar



LEGEND

--- PHASE LINE

HWY 370

Proj No.	PP011 202 001
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Designed By	MAV
Drawn By	ASB
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Sheet	1 of 1

NO	Date	Description

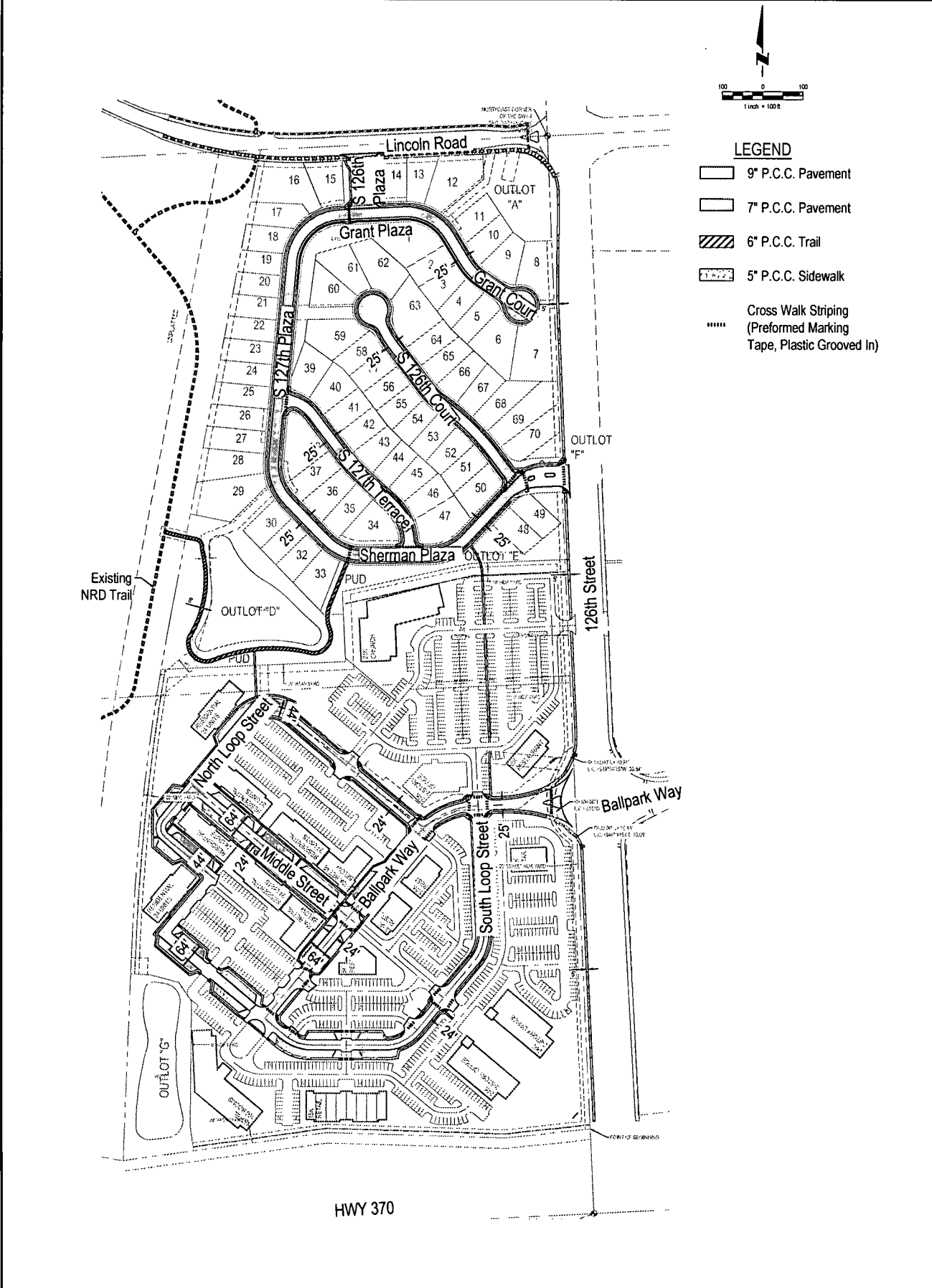
EXHIBIT "D"
PHASING

NORTH SHORE COMMERCIAL
PAPILLON, NEBRASKA



E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services
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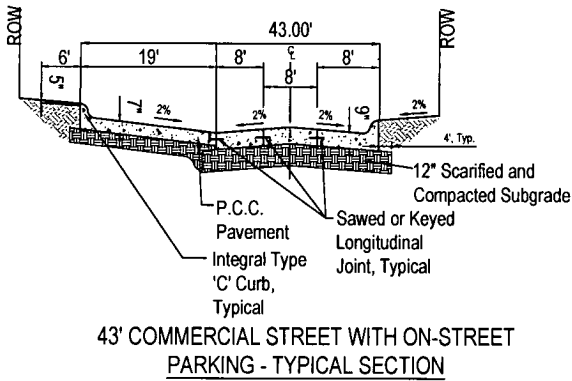
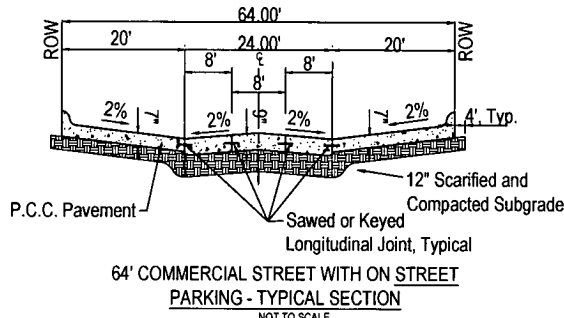


- LEGEND**
- 9" P.C.C. Pavement
 - 7" P.C.C. Pavement
 - 6" P.C.C. Trail
 - 5" P.C.C. Sidewalk
 - Cross Walk Striping
(Preformed Marking
Tape, Plastic Grooved In)

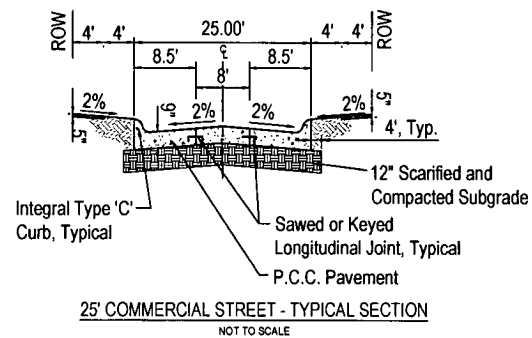
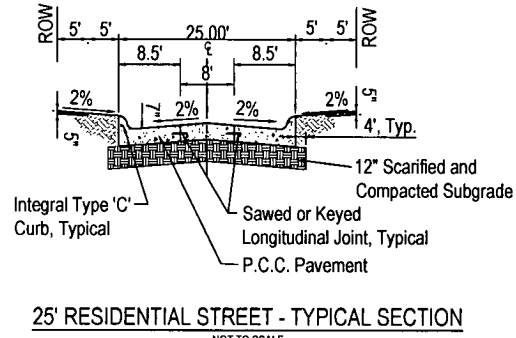
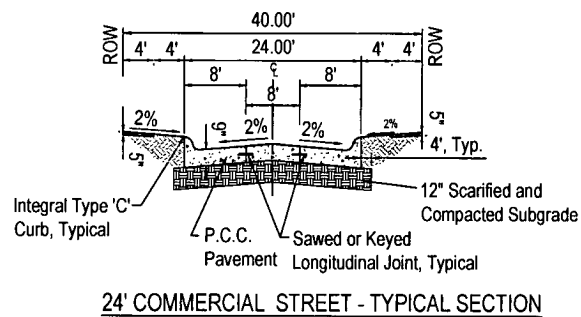
HWY 370

Proj. No. 09314-332-01 Date 04/09/2014 Designed By MAM Drawn By ASB Scale 1"=100' Sheet 1 of 1	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">Rev.</th> <th style="width: 10%;">Date</th> <th style="width: 85%;">Description</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Rev.	Date	Description				EXHIBIT "E" STREETS AND WALKS	NORTH SHORE COMMERCIAL <small>PAPILLION, NEBRASKA</small>	 E & A CONSULTING GROUP, INC. <small>Engineering • Planning • Environmental & Field Services</small>	<small>1909 840 Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.891.4700 • Fax: 402.893.2368 www.eagc.com</small>
Rev.	Date	Description									

At



Note: Curb Ramps in Line With the Direction of Pedestrian Travel are to be Constructed at all Intersections with ADA Compliant Insert Plates on all Ramps



Proj No	27014.027.001	Revised	
Date	06/09/2016	Date	Description
Designed By	MSW	Date	Description
Drawn By	ASB		
Scale	1"=100'		
Sheet	2 of 2		

EXHIBIT "E"
STREETS AND WALKS
SECTIONS

NORTH SHORE
COMMERCIAL
PAPILLION, NEBRASKA



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EXHIBIT "F" - SOURCE AND USE OF FUNDS

E & A CONSULTING GROUP
10909 MILL VALLEY ROAD, OMAHA, 68154

PHONE: (402) 895-4700
FAX: (402) 895-3599

SUMMARY OF ESTIMATED CONSTRUCTION COSTS

PROJECT :	NW 126TH & HWY 370	ZONING:	RESIDENTIAL	70 TOTAL UNITS
DEVELOPER:	BHI			20 UNITS TO BASEBALL OUTFALL
AREA (ACRES):	21.57			50 UNITS TO WESTMONT OUTFALL
JURISDICTION:	PAPILLION		OUTLOTS	8.760 ACRES
DATE:	06/19/17			
ESTIMATED BY:	WESTERGARD	Updated for Papillion's Subdivision Agreement comments		
PROJECT NO.:	P2014.202.001			

NORTH SHORE COMMERCIAL - PHASE 1 (RESIDENTIAL WITH PRIVATE STREETS)

ITEM	CONSTRUCT.	TOTAL	PRIVATE	SID SPECIAL	G.O. NON-REIMBURS	G.O. REIMBURSE
SANITARY SEWER	\$ 423,890	\$ 593,450		\$ 593,450		
NORTH SHORE COMMERCIAL OUTFALL TO WOOD HOLLOW OUTFALL	\$ 252,820	\$ 353,950			\$ -	\$ 353,950
LINCOLN ROAD SANITARY SEWER TO BASEBALL STADIUM OUTFALL	\$ 79,550	\$ 111,370		\$ 55,685	\$ 55,685	
PAVING (PRIVATE STREETS WITH PUBLIC TRAIL)	\$ 462,960	\$ 570,678	\$ 525,047		\$ 45,632	
WATER	\$ 184,400	\$ 258,160		\$ 258,160		
CAPITAL FACILITIES CHARGES	\$ 215,883	\$ 259,059		\$ 129,530	\$ 129,530	
UNDERGROUND ELECTRICAL	\$ 94,500	\$ 127,575		\$ 127,575		
STORM SEWER - RESIDENTIAL	\$ 175,800	\$ 246,120			\$ 246,120	
STORM SEWER - COMMERCIAL 48" OUTFALL	\$ 270,283	\$ 378,396		\$ 2,793	\$ 375,603	
CITY OF PAPILLION REVIEW FEE 1%	\$ 18,497.03	\$ 22,196		\$ 11,098	\$ 11,098	
TOTALS	\$ 2,178,583	\$ 2,920,955	\$ 525,047	\$ 1,178,291	\$ 863,668	\$ 353,950

TOTAL SPECIALS IN PHASE I	\$ 1,178,291
TOTAL SPECIALS COMMERCIAL PHASE I	\$ 100,893
TOTAL SPECIALS RESIDENTIAL PHASE I	\$ 1,077,398
TOTAL COMMERCIAL COST PER SF	\$ - \$ 0.09
TOTAL RESIDENTIAL COST PER UNIT	\$ 7,501 \$ 15,391

NOTES:

1) HARD COSTS NOT INCLUDED: BUILDING CONSTRUCTION, SIDEWALKS

2) SOFT COSTS NOT INCLUDED: COMMISSIONS, MARKETING, BONDS, BUILDING PERMIT FEES, TAXES, CLOSING COSTS, DEVELOPER FEES

3) GRADING COSTS = \$241,725 PAID PRIVATELY COMMERCIAL = \$ 145,035 RESIDENTIAL = \$ 96,690 RES PER UNIT = \$ 1,381

4) LANDSCAPING = \$36,800 PAID PRIVATELY COMMERCIAL = RESIDENTIAL = \$ 36,800 \$ 526

5) VALUATION:	RESIDENTIAL	70 Units @	\$ 375,000	=	\$ 26,250,000
		0 CHURCH	\$ -	=	\$ -
		0 MULT FAM. @	\$ 50,000	=	\$ -
		PHASE 1 TOTAL VALUATION 95%	\$ 24,937,500		

WITHOUT COMMERCIAL STORM SEWER RUN AND WITH REIMBURSABLE G.O.:

6) G.O. DEBT RATIO (95% VALUATION) = \$ 488,064 / \$ 24,937,500 = 1.96%

WITH COMMERCIAL STORM SEWER RUN:

7) G.O. DEBT RATIO (95% VALUATION) = \$ 863,668 / \$ 24,937,500 = 3.46%

WITH COMMERCIAL STORM SEWER RUN & REIMBURSABLE G.O.:

8) G.O. DEBT RATIO (95% VALUATION) = \$ 1,217,618 / \$ 24,937,500 = 4.88%

9) SANITARY SEWER CONNECTION FEES TO BE PAID AT THE TIME OF BUILDING PERMIT

- 4/27/2017 Added connection fees; Updated paving costs to reflect bid; Specially assessed 54" commercial storm difference; Used water resolution quantities and update costs recent bid at Granite Falls North; Added 1% review fee split in proportions equal to project cost
- 5/11/2017 Moved all 8" sanitary sewer outfall to specials per comments on subdivision agreement, added in 95% valuation calculation
- 5/22/2017 Updated commercial outfall connection and special assessments
- 5/26/2017 Added in water bids from 5/24/2017, moved portion of outfall to Baseball to G.O., added outfall contribution from future development fixed all allocations
- 6/7/2017 Updated per City Comments 6/5/2017 - Removed 100% valuation ratios, removed connection fees (paid at building permit), revised sanitary sewer labeling
- 6/19/2017 Updated outfall sewer cost share to reflect 100% of cost to reimbursed to the district by Sarpy County over time.

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EXHIBIT "F" - SOURCE AND USE OF FUNDS

PROJECT: SANITARY SEWER						
NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST	
1	8" SOLID WALL PVC SANITARY SEWER PIPE	4,485	L.F.	\$ 32.06	\$ 143,789.10	
2	OVER DEPTH (>15') 8" SOLID WALL PVC SANITARY SEWER PIPE	280	L.F.	\$ 58.17	\$ 16,287.60	
3	8" RESTRAINED JOINT (COUPLED) PVC SANITARY SEWER PIPE	375	L.F.	\$ 58.97	\$ 22,113.75	
4	TUNNEL 8" SANITARY SEWER IN 16" STEEL CASING	31	L.F.	\$ 539.48	\$ 16,723.88	
5	6" SOLID WALL PVC SANITARY SEWER SERVICE LINE	2,200	L.F.	\$ 31.22	\$ 68,684.00	
6	CONSTRUCT 54" I.D. SANITARY SEWER MANHOLE (32)	384	V.F.	\$ 386.90	\$ 148,569.60	
7	TAP EXISTING SANITARY SEWER MANHOLE	0.0	EACH	\$ 995.81	\$ -	
8	CONSTRUCT CONCRETE RING RETAINER	9	EACH	\$ 364.80	\$ 3,283.20	
9	SEEDING TYPE 'A' - UPLAND MIX	1.18	ACRE	\$ 2,771.73	\$ 3,270.64	
10	TEMPORARY SEEDING	0.72	ACRE	\$ 1,320.80	\$ 950.98	
11	EARTHWORK EMBANKMENT	15	C.Y.	\$ 14.07	\$ 211.05	
NOTES:					TOTAL ESTIMATED CONSTRUCTION COST:	\$ 423,890.00

1) TOTAL PROJECT COSTS @ 40% \$593,450

SOUTH COMMERCIAL CONNECTION TO OUTFALL - RUNS THROUGH PARK, BUILT WITH THIS RESIDENTIAL PHASE OF THE DEVELOPMENT & SPECIALLY ASSESSED AGAINST COMMERCIAL					
NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	8" SOLID WALL PVC SANITARY SEWER PIPE	1,450	L.F.	\$ 32.06	\$ 46,487.00
2	CONSTRUCT 54" I.D. SANITARY SEWER MANHOLE (5)	47	V.F.	\$ 386.90	\$ 18,184.30
3	CONSTRUCT CONCRETE RING RETAINER	5	EACH	\$ 364.80	\$ 1,824.00
4	SEEDING TYPE 'A' - UPLAND MIX	1.23	ACRE	\$ 2,771.73	\$ 3,409.23
5	TEMPORARY SEEDING	0.10	ACRE	\$ 1,320.80	\$ 125.48

2) TOTAL PROJECT COSTS @ 40% \$98,100 TOTAL ESTIMATED CONSTRUCTION COST: \$ 70,040.00

PROJECT: SANITARY SEWER CONNECTION FEES - BASEBALL STADIUM OUTFALL - TO BE PAID AT TIME OF BUILDING PERMIT					
Connection Fees based upon numbers from the interlocal between Sarpy County and Papillion related to the Baseball Outfall - approved 3/2/2010					
NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	CONNECTION FEE - SINGLE FAMILY RESIDENCES	20	RESIDENCE	\$ 800.00	\$ 16,000.00
2	CONNECTION FEE - COMMERCIAL	0	ACRE	\$ 5,500.00	\$ -
TOTAL ESTIMATED CONSTRUCTION COST:					\$ 16,000.00

PROJECT: SANITARY SEWER CONNECTION FEES - WESTMONT OUTFALL - TO BE PAID AT TIME OF BUILDING PERMIT					
Connection Fee assumed to be the same as Baseball Outfall					
NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	CONNECTION FEE - SINGLE FAMILY RESIDENCES	50	RESIDENCE	\$ 800.00	\$ 40,000.00
2	CONNECTION FEE - COMMERCIAL	0	ACRE	\$ 5,500.00	\$ -
TOTAL ESTIMATED CONSTRUCTION COST:					\$ 40,000.00

PROJECT: NORTH SHORE COMMERCIAL OUTFALL SEWER TO WOOD HOLLOW OUTFALL SEWER						
NO.	G.O. ITEMS (100%) - WOOD HOLLOW OUTFALL	APPROX. QUANTITY	UNIT	UNIT PRICE	COST	
1	15" SOLID WALL PVC SANITARY SEWER PIPE	548	L.F.	\$ 133.23	\$ 73,010.04	
2	OVERDEPTH (>15') 15" SOLID WALL PVC SANITARY SEWER PIPE	75	L.F.	\$ 155.46	\$ 11,659.50	
3	54" I.D. SANITARY SEWER MANHOLE (1)	14	V.F.	\$ 386.90	\$ 5,416.60	
4	TAP EXISTING SANITARY SEWER MANHOLE	1	EACH	\$ 995.81	\$ 995.81	
5	CONSTRUCT SANITARY SEWER SIPHON (MH 1 TO MH 2)	1	L.S.	\$ 65,500.00	\$ 65,500.00	
6	CONSTRUCT SANITARY SEWER SIPHON (MH 4 TO MH 5)	1	L.S.	\$ 60,900.00	\$ 60,900.00	
7	CONSTRUCT CONCRETE RING RETAINER	5	EACH	\$ 364.80	\$ 1,824.00	
8	CRUSHED ROCK BEDDING FOR UNSTABLE TRENCH (PRAIRIE QUEEN LAKE PARK)	100	TON	\$ 53.58	\$ 5,358.00	
9	INSTALL TRIAX TX140 GEOGRID (OR APPROVED EQUAL)	700	S.Y.	\$ 5.08	\$ 3,556.00	
10	DEWATERING	1	L.S.	\$ 7,500.00	\$ 7,500.00	
11	EARTHWORK EMBANKMENT	258	C.Y.	\$ 14.07	\$ 3,630.06	
12	SEEDING TYPE 'A' - UPLAND MIX	0.33	ACRE	\$ 2,771.73	\$ 900.81	
13	SEEDING TYPE 'C' - MESIC MIX	0.77	ACRE	\$ 2,810.77	\$ 2,164.29	
14	REMOVE AND REPLACE 6" PCC TRAIL	571	S.F.	\$ 10.22	\$ 5,835.62	
15	REMOVE AND REPLACE FENCE	100	L.F.	\$ 20.00	\$ 2,000.00	
16	CONSTRUCT TEMPORARY ACCESS RAMP	1	L.S.	\$ 2,559.62	\$ 2,559.62	
NOTES:					TOTAL ESTIMATED CONSTRUCTION COST:	\$ 252,820

1) TOTAL SID COSTS @ 40% \$353,950

2) 100% OF SANITARY SEWER OUTFALL COSTS TO BE PAID BY SID FOR THAT PORTION OF WOOD HOLLOW CONNECTION FROM THE POINT THAT FUTURE DEVELOPMENT FROM THE SOUTH CONNECTS

3) SARPY COUNTY WILL, OVER TIME REIMBURSE THE DISTRICT FOR 100% OF THE TOTAL OUTFALL EXPENSE \$353,950

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EXHIBIT "F" - SOURCE AND USE OF FUNDS

PROJECT: LINCOLN ROAD SANITARY SEWER (BEYOND BOUNDARIES OF THE SID) TO BASEBALL STADIUM OUTFALL SEWER					
NO.	G.O. ITEMS (50% OF COSTS) - BASEBALL STADIUM OUTFALL	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	8" SOLID WALL PVC SANITARY SEWER PIPE	25	L.F.	\$ 32.06	\$ 801.50
2	TUNNEL 8" SANITARY SEWER IN 16" STEEL CASING	144	L.F.	\$ 539.48	\$ 77,885.12
3	TAP EXISTING SANITARY SEWER MANHOLE	1.0	EACH	\$ 995.81	\$ 995.81
4	TEMPORARY SEEDING	0.05	ACRE	\$ 1,320.80	\$ 66.04
TOTAL ESTIMATED CONSTRUCTION COST:					\$ 79,550

NOTES:

1) TOTAL SID COSTS @	40%	\$111,370
2) 50% OF SANITARY SEWER OUTFALL COSTS TO BE PAID BY SID FOR PORTION OF CONNECTION TO THE BASEBALL STADIUM OUTFALL THAT IS OUTSIDE THE BOUNDARIES OF THE SID		
G.O. OBLIGATION COST =	\$55,685	SPECIAL ASSESSMENT COST = \$55,685

PROJECT: PAVING (PRIVATE INTERIOR RESIDENTIAL)					
NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	7" P.C. CONCRETE PAVEMENT W/ INT. CURB	10,855	S.Y.	\$32.50	\$352,788
2	COMMON EXCAVATION	314	C.Y.	\$6.00	\$1,884
3	6" P.C. CONCRETE TRAIL (BASIN AREA)	7,580	S.F.	\$4.30	\$32,594
4	5" P.C. CONCRETE SIDEWALK (OUTLOT AREAS & ALONG 126TH ST.)	9,693	S.F.	\$4.00	\$38,772
5	EARTHWORK	3,620	C.Y.	2.85	\$10,317
6	FURNISH AND INSTALL DETECTABLE WARNING PANELS	120	S.F.	25.00	\$3,000
7	CROSSWALK - 24" PERMANENT PREFORMED PAVEMENT MARKING TAPE	176	L.F.	23.00	\$4,048
8	STOP BARS - 12" PERMANENT PREFORMED PAVEMENT MARKING TAPE	117	L.F.	10.00	\$1,170
9	FURNISH AND INSTALL CROSSWALK SIGN	3	EACH	900.00	\$2,700
10	FURNISH AND INSTALL STOP SIGN	6	EACH	900.00	\$5,400
11	ADJUST MANHOLE TO GRADE	23	EACH	225.00	\$5,175
12	REMOVE PAVEMENT	230	S.Y.	10.50	\$2,415
13	SAW-CUT AND REMOVE 2' CURB AND GUTTER	245	L.F.	11.00	\$2,695
TOTAL ESTIMATED CONSTRUCTION COST:					\$462,960

NOTES:

1) G.O. ITEMS	6" P.C. CONCRETE TRAIL (BASIN AREA)	7,580	SF	\$32,594
	7" PAVING(OVERWIDTH)	0	SY	\$0
	STREET SIGNS	0	EACH	\$0
G.O. TOTAL ESTIMATED CONSTRUCTION COST:				\$32,594
40%	G.O. TOTAL ESTIMATED DISTRICT COST W/ 40% SOFT:			\$45,632
2) TOTAL PRIVATE PROJECT COST				
TOTAL ESTIMATED CONSTRUCTION COST (PRIVATE):				\$430,366
22%	TOTAL ESTIMATED PRIVATE COST W/ 22% SOFT COSTS:			\$525,047
TOTAL ESTIMATED DISTRICT/PRIVATE COST:				\$570,678

PROJECT: ELECTRICAL SERVICE					
NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	ELECTRICAL SERVICE SINGLE FAMILY	70	LOTS	\$1,350.00	\$94,500
TOTAL ESTIMATED CONSTRUCTION COST:					\$94,500

NOTES:

1) TOTAL PROJECT COSTS W/	35%	\$127,575
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PROJECT: WATER					
NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	INSTALL 12" WATER MAIN	0	LF	\$40.00	\$0
2	INSTALL 10" WATER MAIN	0	LF	\$35.00	\$0
1	CONSTRUCT 6" D.I.P., CL 350 WATER MAIN	1,100	LF	\$26.15	\$28,765
2	CONSTRUCT 8" D.I.P., CL 350 WATER MAIN	2,500	LF	\$31.55	\$78,875
5	INSTALL 6" GATE VALVE AND BOX	3	EACH	\$733.40	\$2,200
6	INSTALL 8" GATE VALVE AND BOX	15	EACH	\$1,055.80	\$15,837
7	INSTALL 8" X 8" X 6" TEE	5	EACH	\$380.40	\$1,902
8	INSTALL 8" X 12" REDUCER	2	EACH	\$1.00	\$2
9	CONSTRUCT FIRE HYDRANT ASSEMBLY	8	EACH	\$4,097.45	\$32,780
10	CONNECT TO EXISTING MAIN	2	EACH	\$2,579.30	\$5,159
	MISCELLANEOUS (+ 5%)	1	L.S.	3%	5,360
TOTAL ESTIMATED CONSTRUCTION COST:					\$184,400

NOTES:

1) TOTAL PROJECT COST W/	40%	\$258,160
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EXHIBIT "F" - SOURCE AND USE OF FUNDS

PROJECT: CAPITAL FACILITIES CHARGES

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	SINGLE FAMILY	70	UNITS	\$2,285.00	\$159,950.00
2	OUTLOTS	8,760	ACRES	\$6,385.00	\$55,932.60

1) TOTAL DISTRICT COST W/	20%	\$259,059			
		SPECIAL	GENERAL OBLIGATION		
		\$129,530	\$129,530		

PROJECT: STORM SEWER

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	15" RCP	0	LF	\$30.00	\$0
1	COMMON EXCAVATION (OVERFLOW SWALES)	372	CY	\$11.51	\$4,281.72
2	REMOBILIZATION FOR INLET CONSTRUCTION	1	L.S.	\$3,500.00	\$3,500.00
3	REMOVE EXISTING TYPE I AREA INLET	1	EACH	\$764.50	\$764.50
5	CONSTRUCT 24" RCP, CLASS III	615	L.F.	\$53.23	\$32,736.45
6	CONSTRUCT 30" RCP, CLASS III	24	L.F.	\$70.40	\$1,689.60
7	CONSTRUCT 36" RCP, D _{0.01} =1,350	116	L.F.	\$91.70	\$10,637.20
8	CONSTRUCT 54" STORM SEWER MANHOLE (5)	26	V.F.	\$575.61	\$14,965.86
9	CONSTRUCT CURB INLET, TYPE I	5	EACH	\$3,418.47	\$17,092.35
10	CONSTRUCT CURB INLET, TYPE III	8	EACH	\$3,418.47	\$27,347.76
11	CONSTRUCT AREA INLET TYPE I (4'X4') (PCSMF RISER)	1	EACH	\$7,660.65	\$7,660.65
12	CONSTRUCT AREA INLET TYPE I (5'X5') (PCSMF RISER)	1	EACH	\$8,072.50	\$8,072.50
13	CONSTRUCT 30" RCP FLARED END SECTION	1	EACH	\$744.11	\$744.11
14	CONSTRUCT 36" RCP FLARED END SECTION	1	EACH	\$1,088.35	\$1,088.35
15	CONSTRUCT RIP RAP APRON - NDOR TYPE 'B' RIP RAP	105	TONS	\$58.25	\$6,116.25
TOTAL ESTIMATED CONSTRUCTION COST:					\$175,800

NOTES:

1) TOTAL DISTRICT COST W/	40%	\$	246,120
Subtract over 48" Pipe Difference		\$	-
2) GENERAL OBLIGATION		\$	246,120

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	CONSTRUCT 48" RCP, D _{0.01} =1,350	1010	L.F.	\$157.74	\$159,317.40
2	CONSTRUCT 54" RCP, D _{0.01} =1,350	16	L.F.	\$282.39	\$4,518.24
3	CONSTRUCT 72" STORM SEWER MANHOLE (4)	54	V.F.	\$895.71	\$48,368.34
4	CONSTRUCT 84" STORM SEWER MANHOLE (1)	19	V.F.	\$1,054.49	\$20,035.31
5	CONSTRUCT 120" STORM SEWER MANHOLE (1)	16	V.F.	\$2,016.81	\$32,268.96
6	CONSTRUCT CONCRETE COLLAR	1	EACH	\$621.75	\$621.75
7	CONSTRUCT 54" RCP FLARED END SECTION	1	EACH	\$1,948.56	\$1,948.56
8	CONSTRUCT SCOUR HOLE - NDOR TYPE 'C' RIP RAP	55	TONS	\$58.25	\$3,203.75
TOTAL ESTIMATED CONSTRUCTION COST:					\$270,283.00

1) TOTAL DISTRICT COST W/	40%	\$378,396			
Subtract over 48" Pipe Difference and Specially assess		\$2,793.00	Value Specially Assessed Against Phase I		
2) GENERAL OBLIGATION		\$375,603			

PROJECT: GRADING

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	EARTHWORK (EXCAVATION)	142,000	CY	\$1.30	\$184,600
2	EARTHWORK STRIP, STOCKPILE & RESPEAD OR TRANSFER	21,500	CY	\$1.25	\$26,875
3	SILT FENCING	1,500	LF	\$2.50	\$3,750
4	SILT BASINS	2	EA	7500.00	15,000
	MISCELLANEOUS (+ 5%)	1	L.S.	5%	11,500
TOTAL ESTIMATED CONSTRUCTION COST:					\$241,725

NOTES:

PROJECT: LANDSCAPING

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	TREES	140	EA	\$250.00	\$35,000
	MISCELLANEOUS (+ 5%)	1	L.S.	5%	1,800
TOTAL ESTIMATED CONSTRUCTION COST:					\$36,800

NOTES:

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EXHIBIT "F" - SOURCE AND USE OF FUNDS

E & A CONSULTING GROUP
10909 MILL VALLEY ROAD, OMAHA, NE 68154

PHONE: (402) 895-4700
FAX: (402) 895-3599

SUMMARY OF ESTIMATED CONSTRUCTION COSTS

PROJECT : NW 126TH & HWY 370 ZONING: COMM/RETAIL SF LAND
DEVELOPER: BHI CHURCH 1 UNIT
AREA (ACRES): 3.55 PAPIILLION 3.545 ACRE
JURISDICTION: PAPIILLION
DATE: 06/19/17
ESTIMATED BY: WESTERGARD Updated for Papillion's Subdivision Agreement comments
PROJECT NO.: P2014.202.001

NORTH SHORE COMMERCIAL - PHASE 2 (LOT 71)

ITEM	CONSTRCT.	TOTAL	PRIVATE	SPECIAL ASSESS.	G.O. NON-REIMB	G.O. REIMBURSE
PAVING (PUBLIC COMMERCIAL)	\$ 6,200	\$ 8,680		\$ 8,680		
CAPITAL FACILITIES CHARGES	\$ 24,248	\$ 29,097		\$ 14,549	\$ 14,549	
UNDERGROUND ELECTRICAL	\$ 12,691	\$ 17,133		\$ 17,133		
CITY OF PAPIILLION REVIEW FEE 1%	\$ 62	\$ 74		\$ 37	\$ 37	
LANDSCAPING	\$ 24,200	\$ 24,200	\$ 24,200			
TOTALS	67,401	\$79,185	\$24,200	\$40,399	\$14,586	\$ -

- NOTES:
- 1) HARD COSTS NOT INCLUDED: BUILDING CONSTRUCTION, SIDEWALKS
 - 2) SOFT COSTS NOT INCLUDED: COMISSIONS, MARKETING, BONDS, BUILDING PERMIT FEES, TAXES, CLOSING COSTS, DEVELOPER FEES

3) VALUATION: CHURCH	0 Units @	\$ 375,000	=	\$ -
	1 Church	\$ -	=	\$ -
	0 Commer.	\$ 125	=	\$ -
		PHASE 2 TOTAL VALUATION 95%	\$	-
		PHASE 1 & PHASE 2 TOTAL VALUATION @ 95%	\$	24,937,500

- 4) DEBT RATIO: AS THE CHURCH HAS NO VALUATION, DEBT RATIO BELOW IS A COMBINATION OF PHASE I AND PHASE 2 COSTS WITH PHASE 1 VALUAT TO SHOW DEVELOPMENT DEBT RATIO AT THIS POINT
- WITHOUT COMMERCIAL STORM SEWER RUN AND WITH REIMBURSABLE G.O.:
- 5) G.O. DEBT RATIO (95% VALUATION) = \$ 502,650 / \$ 24,937,500 = 2.02%
- WITH COMMERCIAL STORM SEWER RUN:
- 6) G.O. DEBT RATIO (95% VALUATION) = \$ 878,253 / \$ 24,937,500 = 3.52%
- WITH COMMERCIAL STORM SEWER RUN & REIMBURSABLE G.O.:
- 7) G.O. DEBT RATIO (95% VALUATION) = \$ 1,232,203 / \$ 24,937,500 = 4.94%

- 8) SANITARY SEWER CONNECTION FEES TO BE PAID AT THE TIME OF BUILDING PERMIT
- 4/27/2017 Added Sanitary Sewer Connection Fees; Added 1% review fee split in proportions equal to project cost allocation
5/26/2017 Balanced out Capital Facilities Fees
6/7/2017 Update per City Comments 6/5/2017, removed sanitary connection fees (paid at building permit), updated labeling, added in debt ratio information.

Az

EXHIBIT "F" - SOURCE AND USE OF FUNDS

PROJECT: **SANITARY SEWER CONNECTION FEES - BASEBALL STADIUM OUTFALL - TO BE PAID AT TIME OF BUILDING PERMIT**
 Connection Fees based upon #'s from the interlocal between Sarpy County and Papillion related to the Baseball Stadium Outfall - approved 3/2/10

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	CONNECTION FEE - SINGLE FAMILY RESIDENCES	0	RESIDENCE	\$ 800.00	\$ -
2	CONNECTION FEE - COMMERCIAL	0	ACRE	\$ 5,500.00	\$ -
TOTAL ESTIMATED CONSTRUCTION COST:					\$ -

PROJECT: **SANITARY SEWER CONNECTION FEES - WESTMONT OUTFALL - TO BE PAID AT TIME OF BUILDING PERMIT**
 Connection Fee assumed to be the same as Baseball Stadium Outfall

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	CONNECTION FEE - SINGLE FAMILY RESIDENCES	0	RESIDENCE	\$ 800.00	\$ -
2	CONNECTION FEE - COMMERCIAL	3.545	ACRE	\$ 5,500.00	\$ 19,497.50
TOTAL ESTIMATED CONSTRUCTION COST:					\$ 19,497.50

PROJECT: **PAVING (PUBLIC COMMERCIAL)**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	4" P.C. CONCRETE SIDEWALK (ALONG 126TH ST.)	1,500	S.F.	\$4.00	\$6,000
	MISCELLANEOUS (+ 3%)	1	L.S.	3%	200
TOTAL ESTIMATED CONSTRUCTION COST:					\$6,200

NOTES:

1) TOTAL DISTRICT COST W/	40%	\$8,680
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PROJECT: **ELECTRICAL SERVICE**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	ELECTRICAL SERVICE COMM/OFFICE/RETAIL	3.545	ACRES	\$3,580.00	\$12,691
TOTAL ESTIMATED CONSTRUCTION COST:					\$12,691

NOTES:

1) TOTAL DISTRICT COSTS W/	35%	\$17,133
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PROJECT: **CAPITAL FACILITIES CHARGES**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	CAP. FAC. FEES COMM/OFFICE/RETAIL	3.545	ACRES	\$6,840.00	\$24,247.80
TOTAL ESTIMATED CONSTRUCTION COST:					\$24,247.80

NOTES:

1) TOTAL DISTRICT COST W/	20%	\$29,097.36
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SPECIAL ASSESS. GENERAL OBLIGATION	
\$14,549	\$14,549

\$14,549 \$14,549

PROJECT: **LANDSCAPING**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	TREES	92	EA	\$250.00	\$23,000
	MISCELLANEOUS (+ 5%)	1	L.S.	5%	1,200
TOTAL ESTIMATED CONSTRUCTION COST:					\$24,200

NOTES:

Ba

EXHIBIT "F" - SOURCE AND USE OF FUNDS

E & A CONSULTING GROUP
10909 MILL VALLEY ROAD, OMAHA, NE 68154

PHONE: (402) 895-4700
FAX: (402) 895-3599

SUMMARY OF ESTIMATED CONSTRUCTION COSTS

PROJECT : NW 126TH & HWY 370 ZONING: COMM/RETAIL 1,167,843.6 SF LAND 194,400
 DEVELOPER: BHI OUTLOT 1,560 ACRE SF BLDG
 AREA (ACRES): 30.36
 JURISDICTION: PAPILLION
 DATE: 06/19/17
 ESTIMATED BY: WESTERGARD Updated for Papillion's Subdivision Agreement comments
 PROJECT NO.: P2014.202.001

NORTH SHORE COMMERCIAL - PHASE 3 (RETAIL/COMM. PORTION)

ITEM	CONSTRCT.	TOTAL	PRIVATE	SPECIAL ASSESS.	G.O. NON-REIMB	FUTURE GEN. OBL.
SANITARY SEWER (PUBLIC)	\$ 182,430	\$ 255,410		\$ 255,410	\$ -	
PAVING (PUBLIC COMMERCIAL)	\$ 586,905	\$ 821,670		\$ 812,563	\$ 9,107	
WATER (PUBLIC)	\$ 190,475	\$ 266,670		\$ 266,670		
CAPITAL FACILITIES CHARGES	\$ 193,341	\$ 232,009		\$ 116,005	\$ 116,005	
UNDERGROUND ELECTRICAL	\$ 95,980	\$ 129,573		\$ 129,573		
STORM SEWER TO BE BUILT WITH PHASE III	\$ 248,600	\$ 348,040		\$ -	\$ 348,040	
STORM SEWER BUILT WITH PHASE I (Review Fee Phase	\$ 283,783	\$ 397,296		\$ 2,932	\$ 394,364	
CITY OF PAPILLION REVIEW FEE 1%	\$ 12,084	\$ 14,501		\$ 7,250	\$ 7,250	
HWY 370 TRAIL/PARK IMPROVEMENTS	\$ 100,000	\$ 115,000				\$ 115,000
LINCOLN ROAD REIMBURSEMENT	\$ 272,270	\$ 313,111				\$ 313,111
TOTALS	\$ 2,165,868	\$ 2,893,280	\$ -	\$ 1,590,403	\$ 874,766	\$ 428,111

PER SF LAND COMMERCIAL	\$0.00	\$1.36	TOTAL	\$1.36
PER SF LAND COMMERCIAL WITH OUTFALL AND STORM COSTS (PHASE I CONST)	\$0.00	\$1.45	TOTAL	\$1.45

NOTES:

- 1) HARD COSTS NOT INCLUDED: BUILDING CONSTRUCTION, SIDEWALKS
- 2) SOFT COSTS NOT INCLUDED: COMMISSIONS, MARKETING, BONDS, BUILDING PERMIT FEES, TAXES, CLOSING COSTS, DEVELOPER FEES

3) GRADING \$	244,725.00	PAID PRIVATELY	COMMERCIAL : \$	146,835	PER SF COMMERCIAL \$	0.13
4) LANDSCAPE \$	136,500.00	PAID PRIVATELY	COMMERCIAL : \$	136,500.00	PER SF COMMERCIAL \$	0.12

5) VALUATION:

COMMERCIAL	194,400 SF BLDG. @	\$125	=	\$24,300,000
CHURCH		\$0	=	\$0
		TOTAL 95% VALUATION		\$ 23,085,000

7) G.O. DEBT RATIO (95% VALUATION) =

\$ 1,302,877	/	\$ 23,085,000	=	5.64% (WITH FUTURE GEN. OBL.)
\$ 874,766	/	\$ 23,085,000	=	3.79% (WITHOUT "FUTURE GEN. OBL.)

CHURCH PAYMENT FOR G.O. COSTS IN LIEU OF TAXES:
 CHURCH AREA 3.545 ACRES
 TOTAL COMM. 30.355 ACRES
 CHURCH % 11.68%
 CHURCH CONTRIBUTION \$ 152,156

8) SANITARY SEWER CONNECTION FEES TO BE PAID AT THE TIME OF BUILDING PERMIT

- 4/27/2017 Added Sanitary Sewer Connection Fees; updated unit costs per current bid; moved water to specials; Added 1% review fee split in proportions equal to project cost allocation
- 5/11/2017 Added in 95% valuation calculations
- 5/22/2017 Updated commercial outfall connection and special assessments
- 6/7/2017 Updated per City comments 6/5/2017, removed 100% valuation ratios, removed connection fees (paid at bldg permit), updated labels on sanitary sewers

Bb

EXHIBIT "F" - SOURCE AND USE OF FUNDS

PROJECT: SANITARY SEWER (PUBLIC)					
NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	8 INCH SANITARY SEWER PIPE	2,920	L.F.	\$ 32.00	\$ 93,440.00
2	6 INCH SANITARY SEWER PIPE	527	L.F.	\$ 31.00	\$ 16,337.00
3	54 IN. I.D. SANITARY MANHOLE (12)	145	V.F.	\$ 410.00	\$ 59,450.00
4	CRUSHED ROCK BEDDING	50	TON	\$ 50.00	\$ 2,500.00
5	TAP EXISTING MANHOLE	2	EACH	\$ 1,000.00	\$ 2,000.00
	MISCELLANEOUS (+ 5%)	1	L.S.	5%	\$ 8,700
TOTAL ESTIMATED CONSTRUCTION COST:					\$ 182,430

NOTES: CONSTRUCT 54" I.D. SANITARY SEWER MANHOLE (27) 322.7
0

1) TOTAL SID COSTS @	40%	\$255,410
2) G.O. COSTS		
TOTAL		\$0.00

PROJECT: SANITARY SEWER CONNECTION FEES - BASEBALL STADIUM OUTFALL - TO BE PAID AT TIME OF BUILDING PERMIT
Connection Fees based upon #'s from the interlocal between Sarpy County and Papillion related to the Baseball Stadium Outfall - approved 3/2/10

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	CONNECTION FEE - SINGLE FAMILY RESIDENCES	0	RESIDENCE	\$ 800.00	\$ -
2	CONNECTION FEE - COMMERCIAL	0	ACRE	\$ 5,500.00	\$ -
TOTAL ESTIMATED CONSTRUCTION COST:					\$ -

PROJECT: SANITARY SEWER CONNECTION FEES - WESTMONT OUTFALL - TO BE PAID AT TIME OF BUILDING PERMIT
Connection Fee assumed to be the same as Baseball Stadium Outfall

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	CONNECTION FEE - SINGLE FAMILY RESIDENCES	0	RESIDENCE	\$ 800.00	\$ -
2	CONNECTION FEE - COMMERCIAL	26.81	ACRE	\$ 5,500.00	\$ 147,455
TOTAL ESTIMATED CONSTRUCTION COST:					\$ 147,455

PROJECT: PAVING (PUBLIC COMMERCIAL)

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	9" P.C. CONCRETE PAVEMENT W/ INT. CURB	12,600	S.Y.	\$ 42.00	\$ 529,200
2	7" P.C. CONCRETE PAVEMENT W/ INT. CURB (ON STREET PARKING)	22	S.Y.	\$ 65.00	\$ 1,430.00
3	4" P.C. CONCRETE SIDEWALK (ALONG 126TH ST.)	5,500	S.F.	\$ 4.00	\$ 22,000.00
4	EARTHWORK	4,200	C.Y.	\$ 3.00	\$ 12,600.00
5	ADJUST MANHOLE TO GRADE	12	EA	\$ 275.00	\$ 3,300.00
6	STREET SIGNS	3	EA	\$ 425.00	\$ 1,275.00
	MISCELLANEOUS (+ 3%)	1	L.S.	3%	\$ 17,100
TOTAL ESTIMATED CONSTRUCTION COST:					\$ 586,905

NOTES:

1) TOTAL DISTRICT COST W/	40%	\$ 821,670
2) G.O. ITEMS		
MISCELLANEOUS (+ 3%)		
9" PAVING (INTERSECTIONS & ROUND-ABOUT)	120	SY \$ 7,267.68
9" PAVING (OVERWIDTH)	0	SY \$ -
STREET SIGNS	3	EACH \$ 1,838.55
G.O. TOTAL		\$ 9,107.00

Bc

EXHIBIT "F" - SOURCE AND USE OF FUNDS

PROJECT: ELECTRICAL SERVICE

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	ELECTRICAL SERVICE COMM/OFFICE/RETAIL	26.810	ACRES	\$ 3,580.00	\$ 95,979.80
TOTAL ESTIMATED CONSTRUCTION COST:					\$ 95,979.80

NOTES:

1) TOTAL DISTRICT COSTS W/	35%	\$ 129,573
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PROJECT: WATER (PUBLIC)

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	INSTALL 12" WATER MAIN	0	LF	\$ 45.00	\$ -
2	INSTALL 10" WATER MAIN	0	LF	\$ 35.00	\$ -
1	INSTALL 8" WATER MAIN	3,000	LF	\$ 32.00	\$ 96,000.00
2	FIRE HYDRANT ASSEMBLY (COMPLETE)	5	EA	\$ 4,150.00	\$ 20,750.00
3	8" GATE VALVE AND BOX	5	EA	\$ 825.00	\$ 4,125.00
4	PRESSURE TESTING AND DISINFECTION	1	LS	\$ 3,000.00	\$ 3,000.00
5	JACK / BORE CASING	350	LF	\$ 150.00	\$ 52,500.00
6	MISC FITTINGS	1	LS	\$ 5,000.00	\$ 5,000.00
	MISCELLANEOUS (+ 5%)	1	L.S.	5%	\$ 9,100
TOTAL ESTIMATED CONSTRUCTION COST:					\$ 190,475

NOTES:

1) TOTAL DISTRICT COST W/	40%	\$ 266,670.00
TOTAL		\$ 266,670.00

PROJECT: CAPITAL FACILITIES CHARGES

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	CAP. FAC. FEES COMM/OFFICE/RETAIL	26.810	ACRES	\$ 6,840.00	\$ 183,380.40
2	OUTLOT	1.560	ACRES	\$ 6,385.00	\$ 9,960.60
TOTAL ESTIMATED CONSTRUCTION COST:					\$ 193,341.00

NOTES:

1) TOTAL DISTRICT COST W/	20%	\$232,009
SPECIAL ASSE GENERAL OBLIGATION		
		\$ 116,004.60 \$ 116,004.60
		\$ 116,004.60 \$ 116,004.60

Bd

EXHIBIT "F" - SOURCE AND USE OF FUNDS

PROJECT: STORM SEWER

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	15" RCP	0	LF	\$ 40.00	\$ -
2	18" RCP	690	LF	\$ 45.00	\$ 31,050.00
3	24" RCP	685	LF	\$ 55.00	\$ 37,675.00
4	30" RCP	315	LF	\$ 75.00	\$ 23,625.00
5	36" RCP	415	LF	\$ 97.50	\$ 40,462.50
6	AREA INLETS	2	EACH	\$ 3,000.00	\$ 6,000.00
7	CONSTRUCT 54" STORM SEWER MANHOLE (3)	16	V.F.	\$ 550.00	\$ 8,800.00
8	CONSTRUCT 72" STORM SEWER MANHOLE (1)	6	V.F.	\$ 950.00	\$ 5,700.00
9	CONSTRUCT 84" STORM SEWER MANHOLE (1)	7	V.F.	\$ 1,100.00	\$ 7,700.00
10	CONVERT MANHOLE TOP TO CURB INLET	3	EACH	\$ 2,250.00	\$ 6,750.00
11	CONSTRUCT TYPE I CURB INLET	6	EACH	\$ 3,000.00	\$ 18,000.00
12	CONSTRUCT TYPE III CURB INLET	4	EACH	\$ 3,100.00	\$ 12,400.00
13	CONSTRUCT TYPE IV CURB INLET	5	EACH	\$ 2,700.00	\$ 13,500.00
14	CONSTRUCT 36" FES	1	EACH	\$ 1,350.00	\$ 1,350.00
15	CONSTRUCT SCOUR HOLE - NDOR TYPE 'B' RIP RAP	30	TONS	\$ 65.00	\$ 1,950.00
16	TAP EXISTING STORM SEWER MANHOLE	5	EA	\$ 1,000.00	\$ 5,000.00
17	STORM SEWER PIPE PLUG	5	EA	\$ 350.00	\$ 1,750.00
18	PCSWPP RISERS AT BASINS	1	EACH	\$ 15,000.00	\$ 15,000.00
	MISCELLANEOUS (+ 5%)	1	L.S.	5%	\$ 11,840.00
TOTAL ESTIMATED CONSTRUCTION COST:					\$ 248,600

NOTES:

1) TOTAL DISTRICT COST W/ 40% \$ 348,040.00

2) GENERAL OBLIGATION \$ 348,040.00

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	CONSTRUCT 48" RCP, D0.01=1.350	1010	L.F.	\$ 157.74	\$ 159,317
2	CONSTRUCT 54" RCP, D0.01=1.350	16	L.F.	\$ 282.39	\$ 4,518.24
3	CONSTRUCT 72" STORM SEWER MANHOLE (4)	54	V.F.	\$ 895.71	\$ 48,368.34
4	CONSTRUCT 84" STORM SEWER MANHOLE (1)	19	V.F.	\$ 1,054.49	\$ 20,035.31
5	CONSTRUCT 120" STORM SEWER MANHOLE (1)	16	V.F.	\$ 2,016.81	\$ 32,268.96
6	CONSTRUCT CONCRETE COLLAR	1	EACH	\$ 621.75	\$ 621.75
7	CONSTRUCT 54" RCP FLARED END SECTION	1	EACH	\$ 1,948.56	\$ 1,948.56
8	CONSTRUCT SCOUR HOLE - NDOR TYPE 'C' RIP RAP	55	TONS	\$ 58.25	\$ 3,203.75
	MISCELLANEOUS (+ 3%)	1	L.S.	5%	\$ 13,500.00
TOTAL ESTIMATED CONSTRUCTION COST:					\$ 283,783

1) TOTAL DISTRICT COST W/ 40% \$ 397,296.20

Subtract over 48" Pipe Difference and Specially assess \$ 2,932.00 Value Specially Assessed Against Phase I

2) GENERAL OBLIGATION \$ 394,364.20

PROJECT: GRADING

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	EARTHWORK (EXCAVATION)	143,000	CY	\$ 1.30	\$ 185,900
2	EARTHWORK STRIP, STOCKPILE & RESPEAD OR TRANSFER	22,500	CY	\$ 1.25	\$ 28,125.00
3	SILT FENCING	1,600	LF	\$ 2.50	\$ 4,000.00
4	GRADE SILT BASINS	2	EA	\$ 7,500.00	\$ 15,000.00
	MISCELLANEOUS (+ 5%)	1	L.S.	5%	\$ 11,700.00
TOTAL ESTIMATED CONSTRUCTION COST:					\$ 244,725.00

NOTES:

PROJECT: LANDSCAPING

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	TREES	520	EA	\$ 250.00	\$ 130,000.00
	MISCELLANEOUS (+ 5%)	1	L.S.	5%	\$ 6,500.00
TOTAL ESTIMATED CONSTRUCTION COST:					\$ 136,500.00

NOTES:

Be

EXHIBIT "F" - SOURCE AND USE OF FUNDS

PROJECT: HWY 370 TRAIL/PARK IMPROVEMENTS

NO.	ITEM		APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	HWY 370 TRAIL SYSTEM AND PARK SYSTEM IMPROVEMENTS		1	LS	\$ 100,000.00	\$ 100,000.00
TOTAL ESTIMATED CONSTRUCTION COST:						\$ 100,000.00

NOTES:

1) TOTAL DISTRICT COST W/	15%	\$ 115,000.00
2) FUTURE GENERAL OBLIGATION		\$ 115,000.00

PROJECT: LINCOLN ROAD REIMBURSEMENT

NO.	ITEM		APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	REIMBURSEMENTS FOR LINCOLN ROAD EXTENSION		3	LS	\$ 90,756.05	\$ 272,268.15
TOTAL ESTIMATED CONSTRUCTION COST:						\$ 272,270.00

NOTES:

1) TOTAL DISTRICT COST W/	15%	\$ 313,110.50
2) FUTURE GENERAL OBLIGATION		\$ 313,110.50

Bf

EXHIBIT "F" - SOURCE AND USE OF FUNDS

E & A CONSULTING GROUP
10909 MILL VALLEY ROAD, OMAHA, 68154

PHONE: (402) 895-4700
FAX: (402) 895-3599

SUMMARY OF ESTIMATED CONSTRUCTION COSTS

PROJECT :	NW 126TH & HWY 370	ZONING:	RESIDENTIAL	70	UNITS
DEVELOPER:	BHI		COMMERCIAL	26.810	ACRES
AREA (ACRES):	53.49			194,400	SF BLDG.
JURISDICTION:	PAPILLION		CHURCH	3,545	ACRES
DATE:	06/19/17		OUTLOTS	10.32	ACRES
ESTIMATED BY:	WESTERGARD	Updated for Papillion's Subdivision Agreement comments			
PROJECT NO.:	P2014.202.001				

NORTH SHORE COMMERCIAL, TOTAL FOR PHASES 1, 2 & 3

ITEM	CONSTRUCT.	TOTAL	PRIVATE/ OTHERS	SPECIAL ASSESS.	G.O. NON REIMB	G.O. REIMBURSE	FUTURE GEN. OBL.
SANITARY SEWER	\$ 606,320	\$ 848,860		\$ 848,860			
NORTH SHORE COMMERCIAL OUTFALL TO WOOD HOLLOW OUTFALL	\$ 252,820	\$ 353,950			\$ -	\$ 353,950	
LINCOLN ROAD SANITARY SEWER TO BASEBALL STADIUM OUTFALL	\$ 79,550	\$ 111,370		\$ 55,685	\$ 55,685		
PAVING (PRIVATE RESIDENTIAL - PUBLIC TRAIL)	\$ 462,960	\$ 570,678	\$ 525,047		\$ 45,632		
PAVING (PUBLIC COMMERCIAL)	\$ 593,105	\$ 830,350		\$ 821,243	\$ 9,107		
WATER	\$ 184,400	\$ 258,160		\$ 258,160			
WATER (PUBLIC)	\$ 190,475	\$ 266,670		\$ 266,670			
CAPITAL FACILITIES CHARGES	\$ 433,471	\$ 520,166		\$ 260,083	\$ 260,083		
UNDERGROUND ELECTRICAL	\$ 203,171	\$ 274,281		\$ 274,281			
STORM SEWER	\$ 708,183	\$ 991,456		\$ 2,932	\$ 988,524		
CITY OF PAPILLION REVIEW FEE 1%	\$ 30,643	\$ 36,772	\$ -	\$ 18,386	\$ 18,386	\$ -	
HWY 370 TRAIL/PARK IMPROVEMENTS	\$ 100,000	\$ 115,000					\$ 115,000
LINCOLN ROAD REIMBURSEMENT	\$ 272,270	\$ 313,111					\$ 313,111
TOTALS	\$ 4,117,368	\$ 5,490,823	\$ 525,047	\$ 2,806,299	\$ 1,377,417	\$ 353,950	\$ 428,111
PER UNIT RESIDENTIAL			\$ 7,501	\$ 15,391			
PER SF LAND COMMERCIAL			\$ -	\$ 1.45			

NOTES:

1) HARD COSTS NOT INCLUDED: BUILDING CONSTRUCTION, SIDEWALKS

2) SOFT COSTS NOT INCLUDED: COMMISSIONS, MARKETING, BONDS, BUILDING PERMIT FEES, TAXES, CLOSING COSTS, DEVELOPER FEES

3) VALUATION:

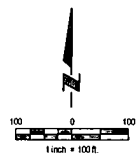
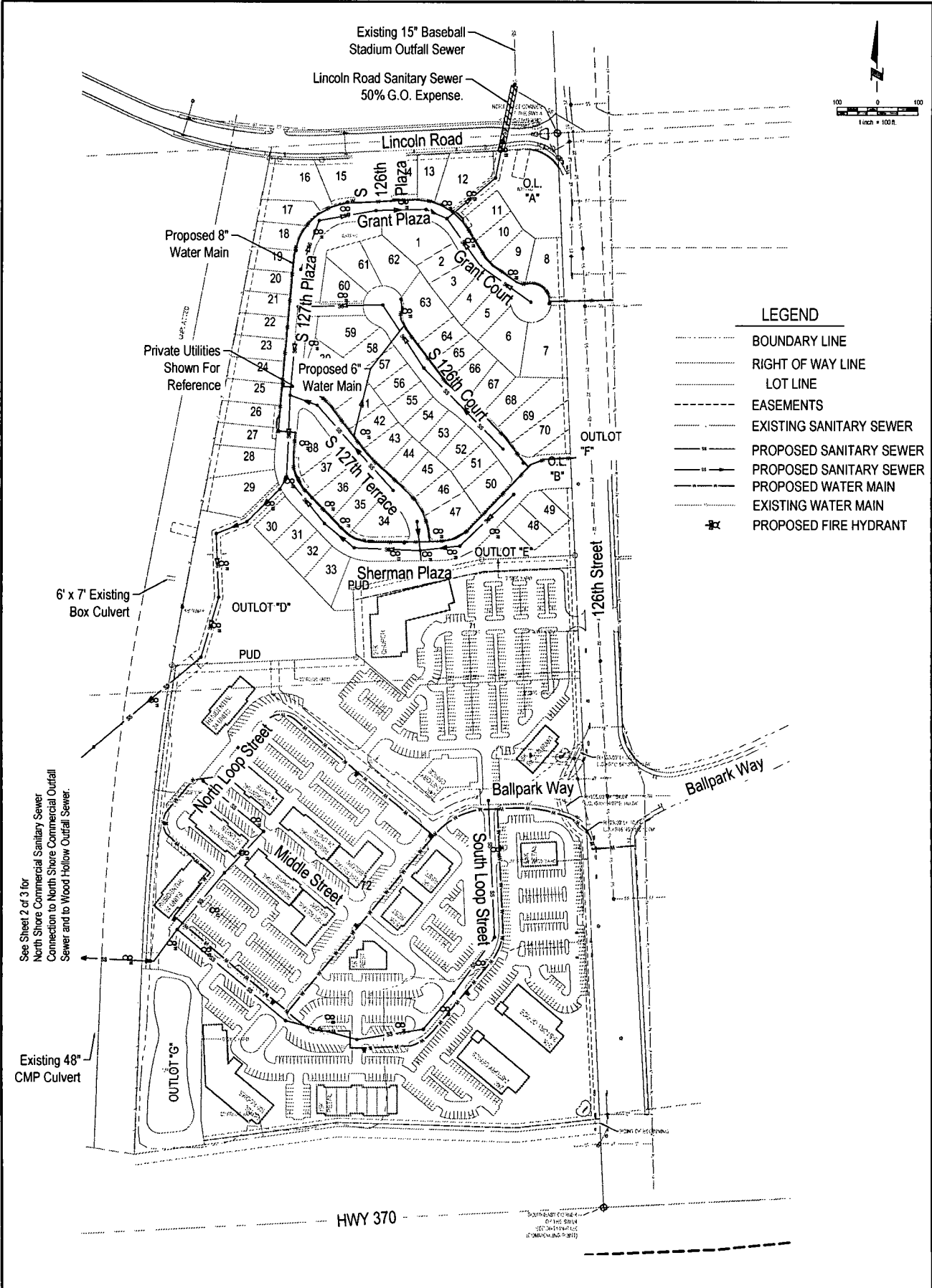
70 Units @	\$ 375,000	=	\$ 26,250,000
CHURCH	\$ -	=	\$ -
194,400 SF COMM. BLDG.	\$ 125	=	\$ 24,300,000
		TOTAL 100% VALUATION	\$ 50,550,000
		TOTAL 95% VALUATION	\$ 48,022,500

4) G.O. DEBT RATIO (95% VALUATION)	\$ 2,159,477	/	\$ 48,022,500	=	4.50% (WITH ALL G.O.)
	\$ 1,731,367	/	\$ 48,022,500	=	3.61% (WITHOUT "FUTURE GEN. OBL.")

5) SANITARY SEWER CONNECTION FEES TO BE PAID AT THE TIME OF BUILDING PERMIT

4/27/2017 Updated G.O. expense locations; residential and commercial specials; corrected double expense for commercial 48" storm outfall; added column for outfall reimbursement; Added 1%
5/11/2017 Moved all 8" sanitary sewer outfall to specials per comments on subdivision agreement. Added in 95% valuation calculations
5/22/2017 Updated commercial outfall connection and special assessments
6/7/2017 Updated per City Comments 6/5/2017, labeling changes, removed 100% G.O. ratios
6/19/2017 Updated outfall sewer cost share to reflect 100% of cost to reimbursed to the district by Sarpy County over time.

Bg



LEGEND

- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENTS
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SEWER
- PROPOSED WATER MAIN
- EXISTING WATER MAIN
- ✱ PROPOSED FIRE HYDRANT

See Sheet 2 of 3 for North Shore Commercial Sanitary Sewer Connection to North Shore Commercial Outfall Sewer and to Wood Hollow Outfall Sewer.

Existing 48" CMP Culvert

Proj No:	2014.202.001	Revisions:	
Date:	01/20/14	Date:	
Designed By:	MMW	Description:	Updated Labeling per Comments
Drawn By:	MMW		
Scale:	1"=100'		
Sheet:	1 of 3		

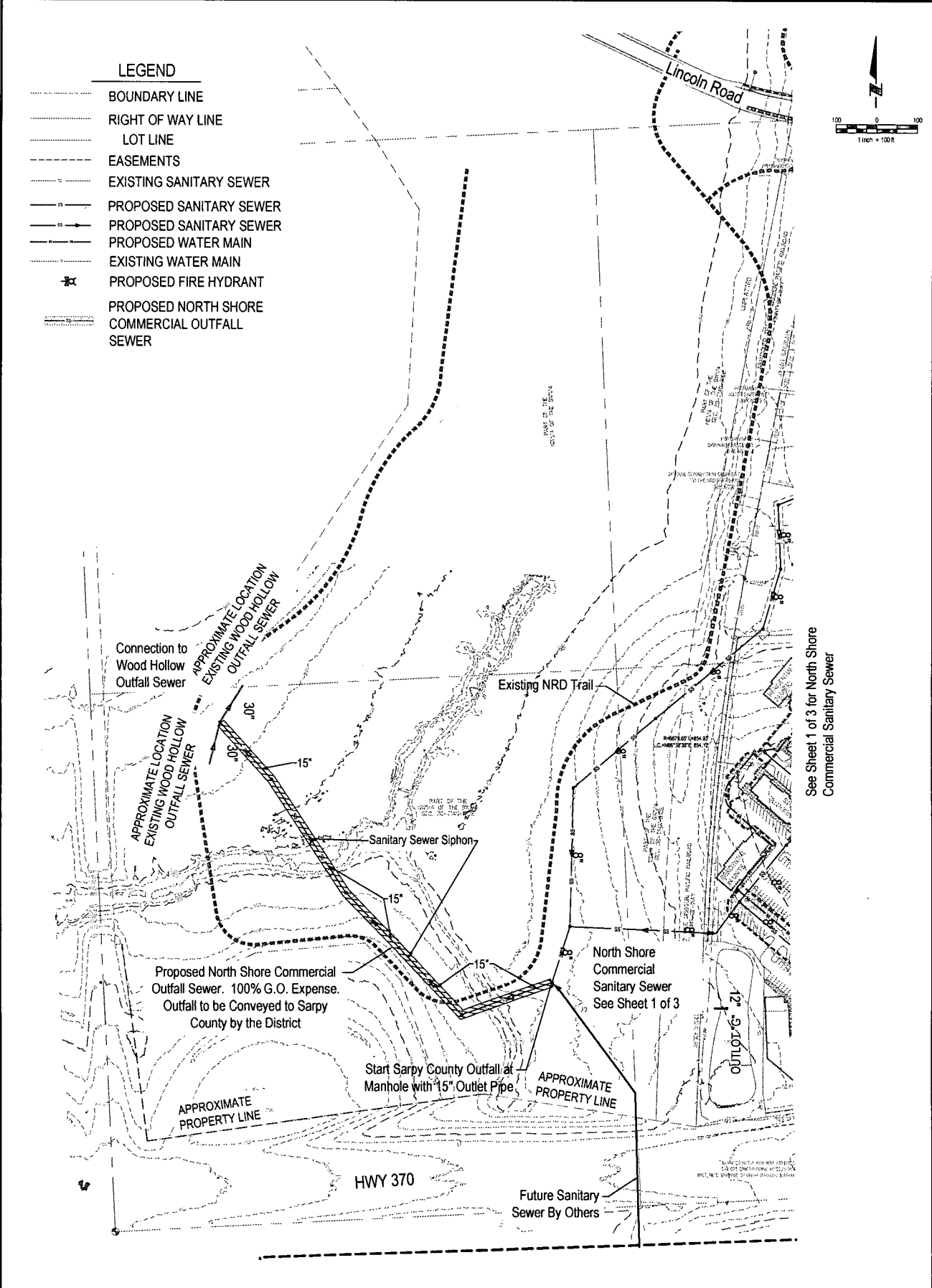
EXHIBIT "G"
SANITARY SEWER AND WATER LINES

NORTH SHORE COMMERCIAL
PAPILLON, NEBRASKA

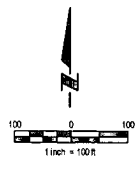


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Bh



- LEGEND**
- BOUNDARY LINE
 - - - RIGHT OF WAY LINE
 - LOT LINE
 - - - EASEMENTS
 - EXISTING SANITARY SEWER
 - PROPOSED SANITARY SEWER
 - PROPOSED SANITARY SEWER
 - PROPOSED WATER MAIN
 - EXISTING WATER MAIN
 - ✱ PROPOSED FIRE HYDRANT
 - PROPOSED NORTH SHORE COMMERCIAL OUTFALL SEWER



See Sheet 1 of 3 for North Shore Commercial Sanitary Sewer

Proj No.	22014-291-001
Date	01/07/2018
Designed By	MSW
Drawn By	JL
Scale	1"=100'
Sheet	2 of 3

Rev	Date	Description
1	05/01/17	Updated Labeling per Comments

EXHIBIT "G"
SANITARY SEWER AND WATER LINES

NORTH SHORE COMMERCIAL
 PAPILLON, NEBRASKA



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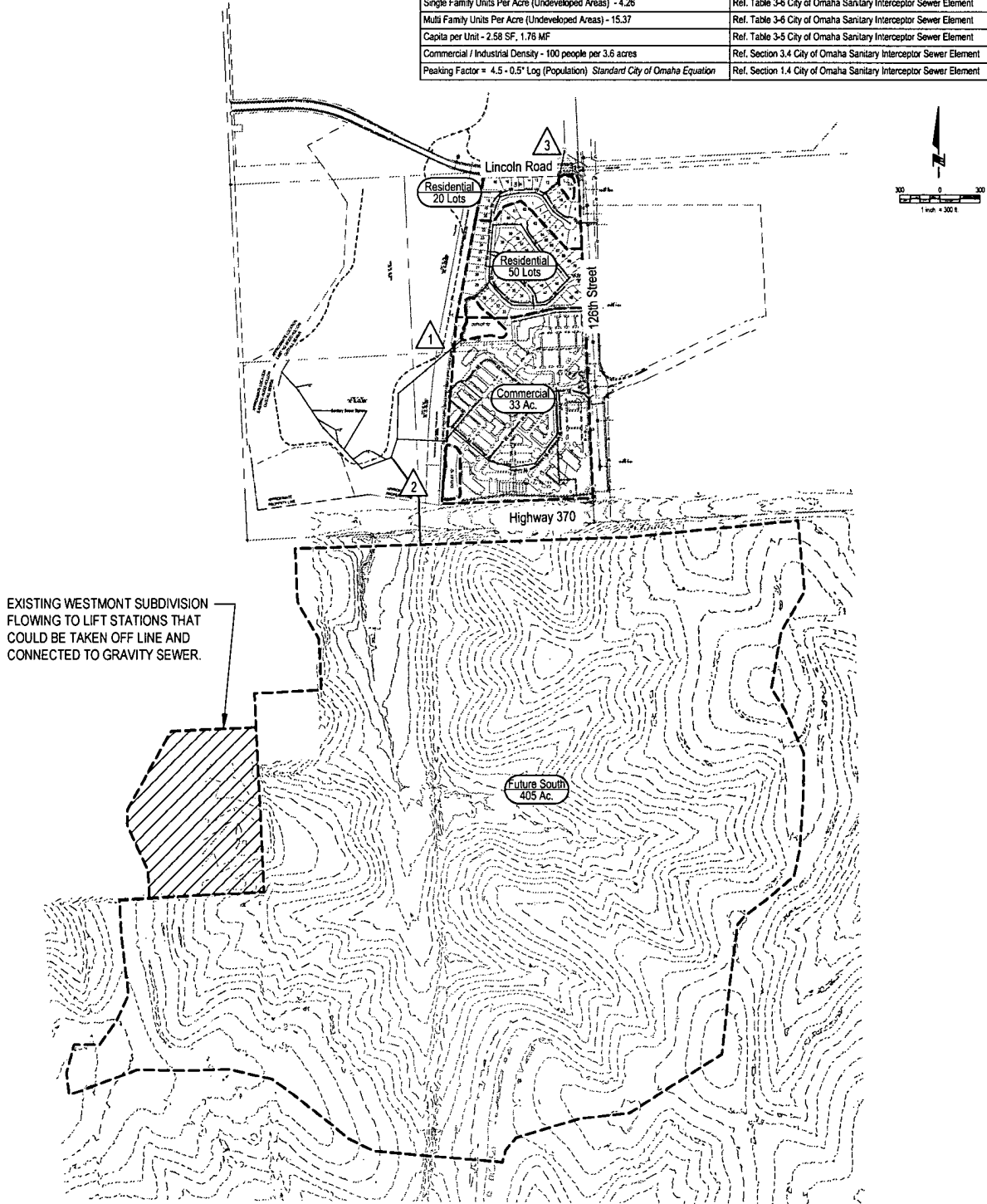
Bi

SANITARY INTERCEPTOR SEWER IMPACT TABLE

IMPACT POINT	CONTRIBUTING AREA TYPE	AC.	UNITS	CAPITA	BASIN FLOW (GPCD)	PEAKING FACTOR	PEAK FLOW* (GPCD)	PEAK FLOW* (GPD)	TOTAL PEAK FLOW (CFS)	SUM OF IMPACT POINTS (CFS)	COMMENTS	PIPE VELOCITIES
△	Residential		50	129	100	3.44	344	44,376	0.069	0.497	8" at 0.40% Grade = 0.77 cfs	Minimum Design Slope = 0.40% Peak Design Velocity = 2.33 fps Full Pipe Velocity = 2.20 fps
	Commercial	33		916	100	3.02	302	276,632	0.428			
△	Future South Residential (i)	304	1295	3341	100	2.74	274	915,434	1.416	2.531170	Combined Flow to Siphons = 2.914 cfs Minimum Design Slope = 0.3496% Full Pipe 15" @ 0.3496% = 3.82 cfs	Minimum Design Slope = 0.35% Peak Design Velocity = 3.46 fps Full Pipe Velocity = 3.11 fps
	Future South Multi Family (j)	101	1552	2732	100	2.78	278	759,496	1.175			
	Existing Westmont Lift Stations		84	217	100	3.33	333	72,261	0.112			
	TOTAL FLOW SOUTH OF HWY 370		2931	6290	100	2.60	260	1,635,824	2.531			
	TOTAL FLOW IN NSC OUTFALL			7,335	100	2.57	257	1,883,114	2.914	2.9138		
△	Residential		20	52	100	3.64	364	18,928	0.029	0.029	8" at 0.40% Grade = 0.77 cfs	

DESIGN ASSUMPTIONS

Manning "n" - 0.013	
Aggregate Baseline Average Flow - 100 GPCD	Ref. Table 1-1 City of Omaha Sanitary Interceptor Sewer Element
Single Family Units Per Acre (Undeveloped Areas) - 4.26	Ref. Table 3-6 City of Omaha Sanitary Interceptor Sewer Element
Multi Family Units Per Acre (Undeveloped Areas) - 15.37	Ref. Table 3-6 City of Omaha Sanitary Interceptor Sewer Element
Capita per Unit - 2.58 SF, 1.76 MF	Ref. Table 3-5 City of Omaha Sanitary Interceptor Sewer Element
Commercial / Industrial Density - 100 people per 3.6 acres	Ref. Section 3.4 City of Omaha Sanitary Interceptor Sewer Element
Peaking Factor = 4.5 - 0.5 * Log (Population) Standard City of Omaha Equation	Ref. Section 1.4 City of Omaha Sanitary Interceptor Sewer Element



Rev	Date	Description
1	08/01/13	Initial
2	08/01/13	Revised
3	08/01/13	Revised
4	08/01/13	Revised

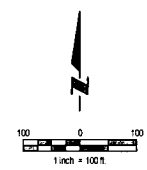
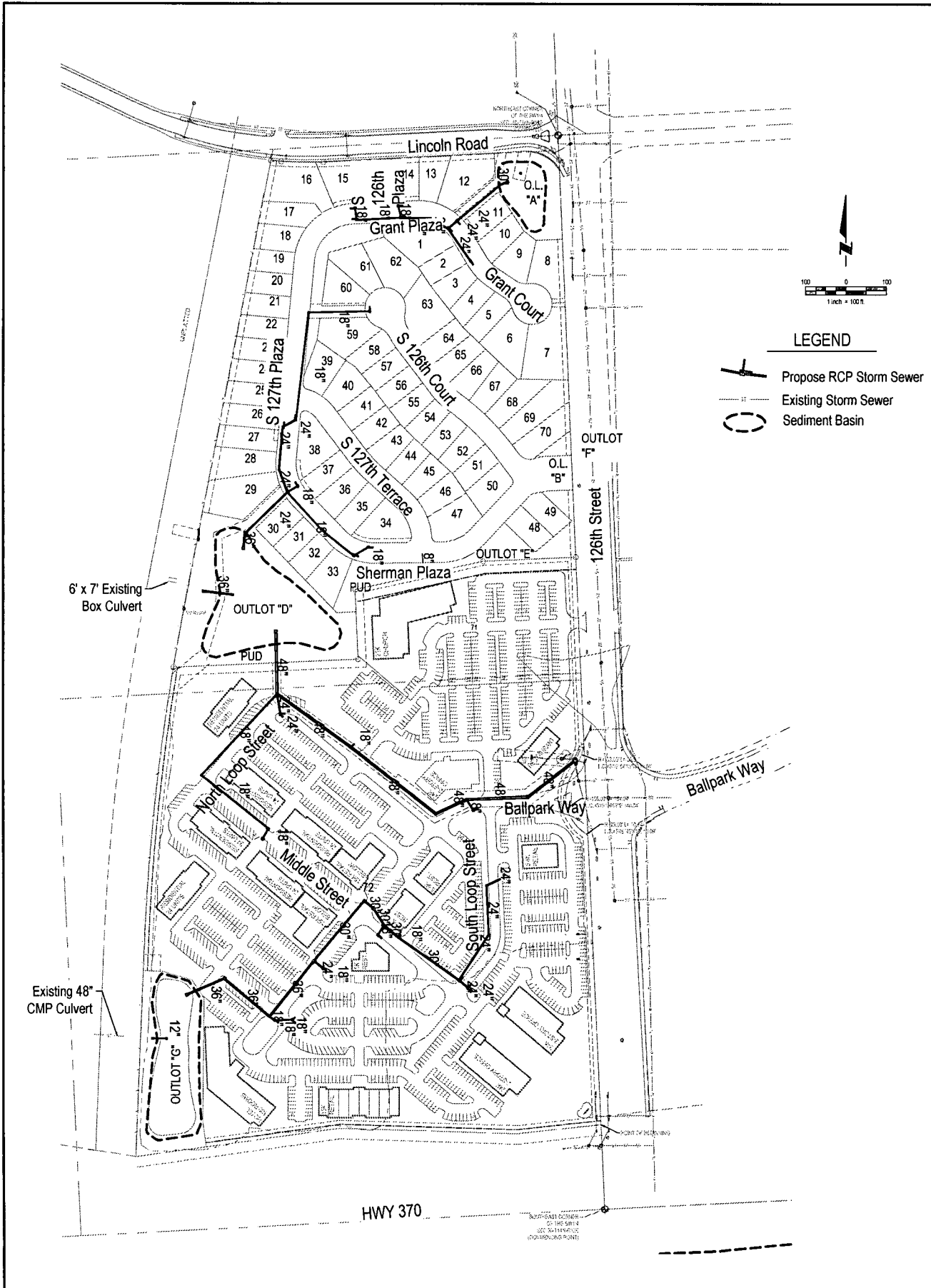
EXHIBIT "G"
SANITARY SEWER
AND WATER LINES

NORTH SHORE
COMMERCIAL
PAPILLON, NEBRASKA






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Bj



LEGEND

-  Propose RCP Storm Sewer
-  Existing Storm Sewer
-  Sediment Basin

Proj No:	22011-220-001
Date:	07/22/2018
Designed by:	MLV
Drawn by:	JK
Scale:	1"=100'
Sheet:	1 of 1

Revisions	
Date	Description

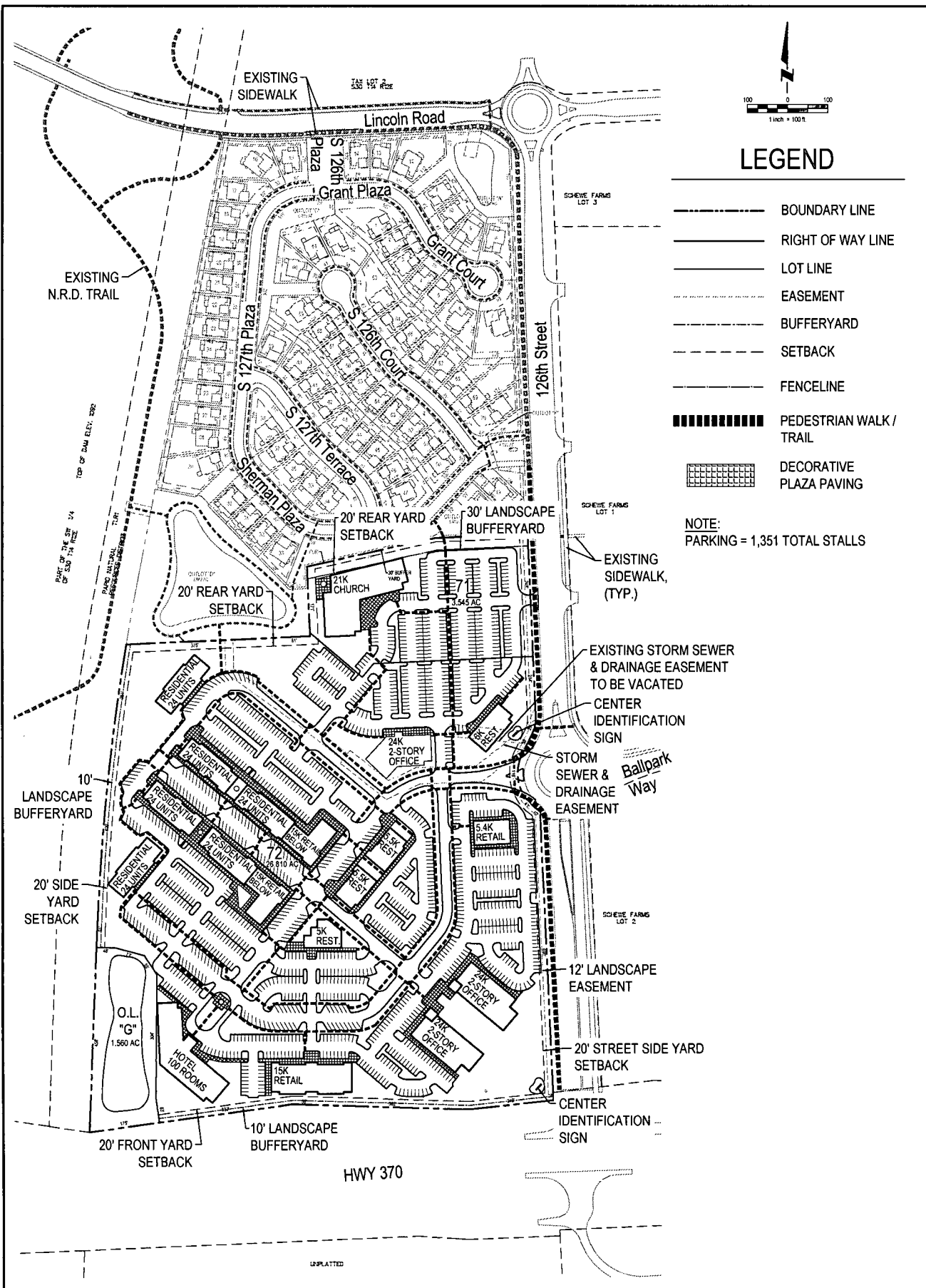
EXHIBIT "H"
EROSION CONTROL AND
STORM SEWERS

NORTH SHORE
COMMERCIAL
 PAVILLION, NEBRASKA



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BK



LEGEND

- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- - - EASEMENT
- - - - - BUFFERYARD
- - - - - SETBACK
- - - - - FENCELINE
- ▬▬▬▬▬▬▬ PEDESTRIAN WALK / TRAIL
- ▬▬▬▬▬▬▬ DECORATIVE PLAZA PAVING

NOTE:
PARKING = 1,351 TOTAL STALLS

Proj No:	20014.022.001
Date:	03/12/2014
Drawn By:	NLS
Scale:	1"=100'
Sheet:	1 of 2

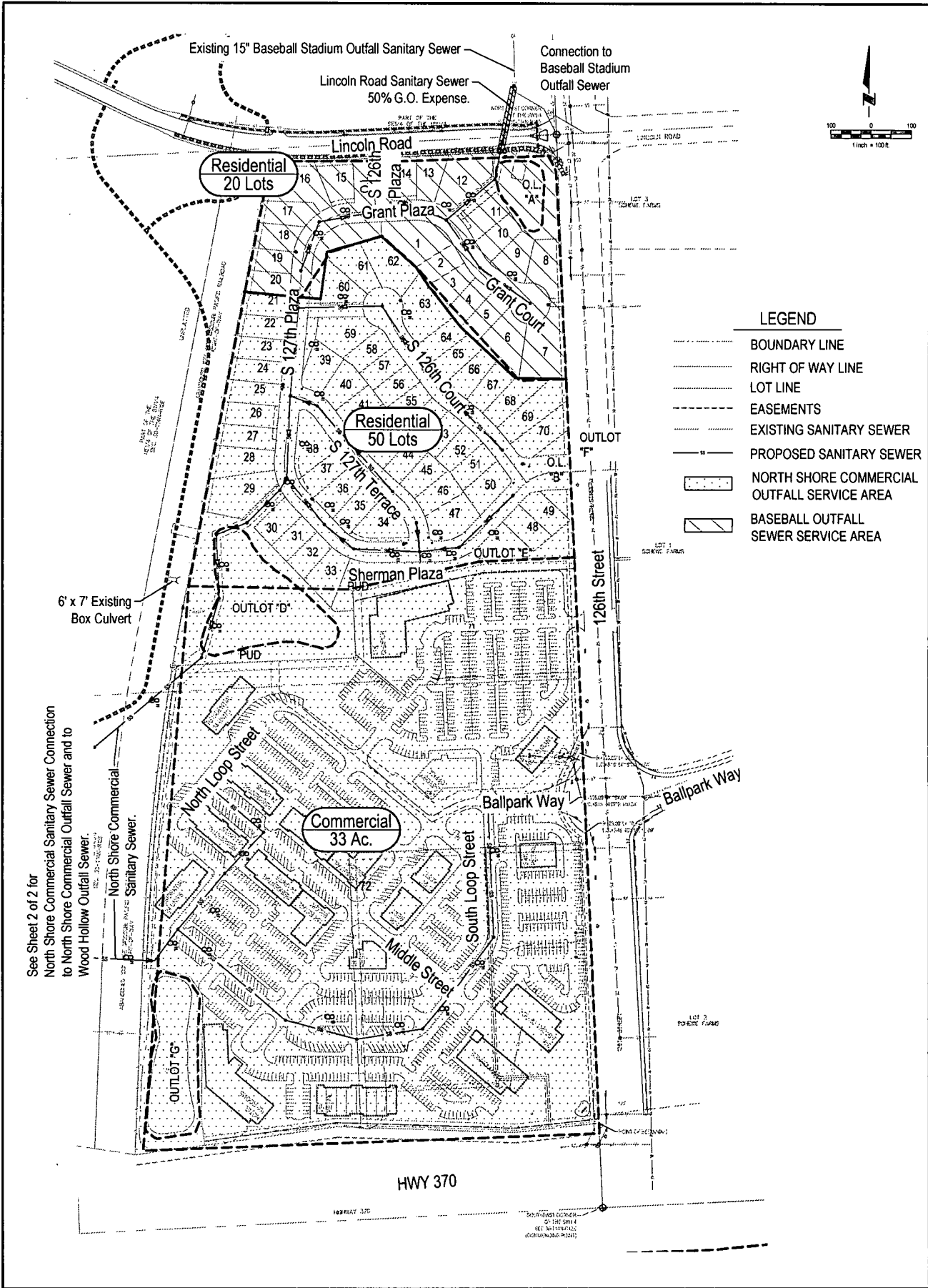
Date	Description

EXHIBIT "I"
MIXED USE SITE PLAN

NORTH SHORE COMMERCIAL
PAPILLION, NEBRASKA



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Proj No.	PP14-202-201
Date	05/09/2017
Designed By	MSB
Drawn By	JK
Scale	1" = 100'
Sheet	1 of 2

Revisions	Date	Description

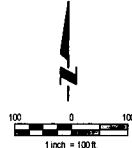
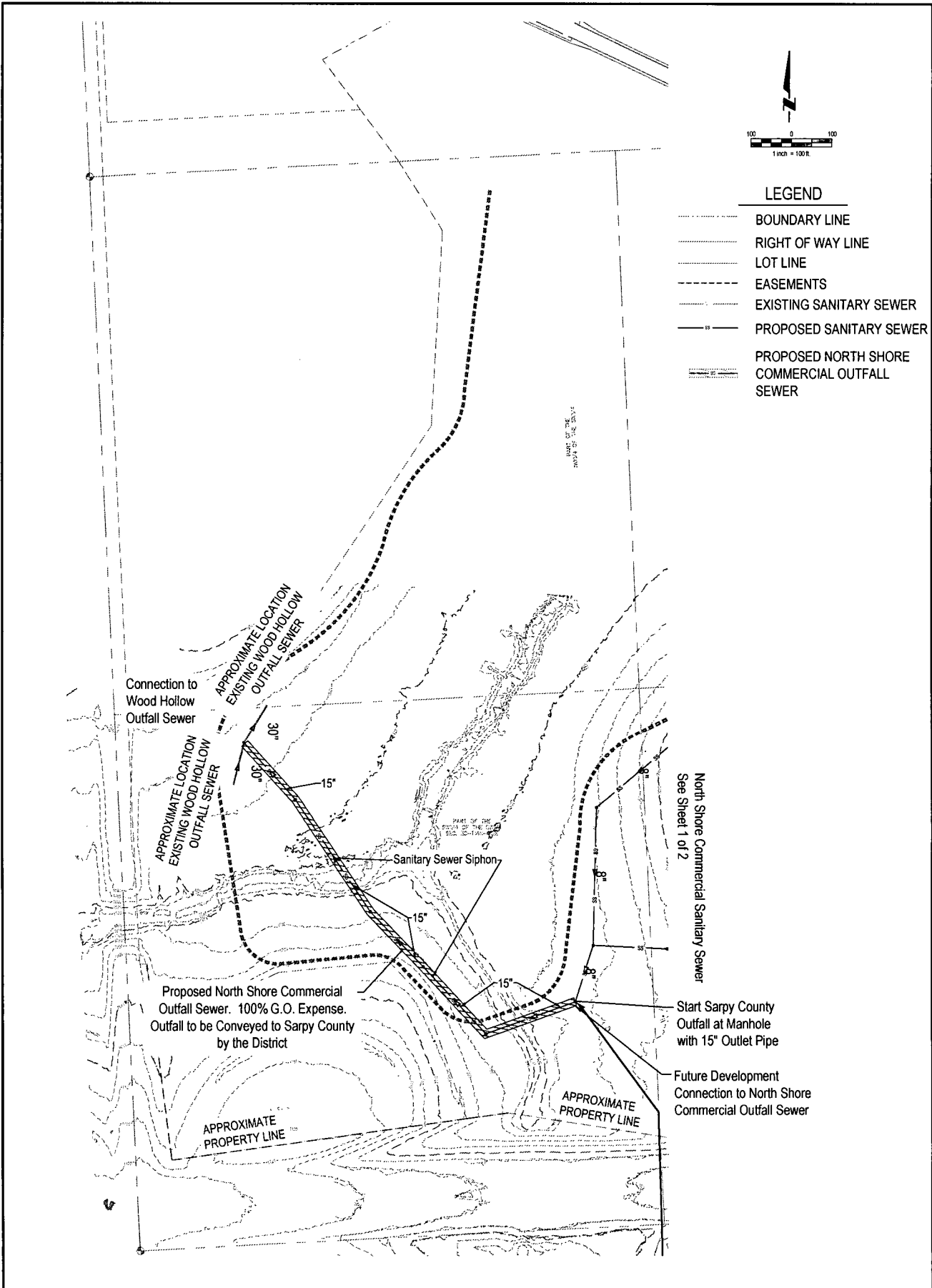
EXHIBIT 'J'
 NORTH SHORE COMMERCIAL
 OUTFALL SERVICE AREA -
 SERVICE LINES

NORTH SHORE
 COMMERCIAL
 PAVILLION, NEBRASKA



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Bm



LEGEND

- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENTS
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- PROPOSED NORTH SHORE COMMERCIAL OUTFALL SEWER

Connection to Wood Hollow Outfall Sewer

APPROXIMATE LOCATION EXISTING WOOD HOLLOW OUTFALL SEWER

APPROXIMATE LOCATION EXISTING WOOD HOLLOW OUTFALL SEWER

Sanitary Sewer Siphon

Proposed North Shore Commercial Outfall Sewer. 100% G.O. Expense. Outfall to be Conveyed to Sarpy County by the District

APPROXIMATE PROPERTY LINE

APPROXIMATE PROPERTY LINE

North Shore Commercial Sanitary Sewer
See Sheet 1 of 2

Start Sarpy County Outfall at Manhole with 15" Outlet Pipe

Future Development Connection to North Shore Commercial Outfall Sewer

Proj No	22114-232-001
Date	05/29/2017
Drawn By	MMV
Scale	1"=100'
Sheet	2 of 2

Revision	Date	Description

EXHIBIT "J"
NORTH SHORE
COMMERCIAL OUTFALL
SERVICE AREA

**NORTH SHORE
COMMERCIAL**
PAPILLON, NEBRASKA



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EXHIBIT "K"
NORTH SHORE COMMERCIAL
PERMITTED USES LIST

It is anticipated that this development will be built out with the following project types:

Civic Uses

- Child Care Center
- Health Care
- Preschool
- Public Assembly
- Religious Assembly

Commercial Uses

- Auto Services
- Business Support Services
- Cocktail Lounge
- Commercial Recreation (Controlled Impact)
- Consumer Services
- Food Sales (Convenience)*
- Food Sales (General)
- Food Sales (Limited)
- Lodging
- Personal Services
- Pet Services
- Restaurants (Drive-In/Drive-Through or Fast-Food)*
- Restaurants (General)
- Retail Services (Large)
- Retail Services (Limited)
- Veterinary Services

Office Uses

- Corporate Offices
- Financial Services*
- General Office
- Medical Services

Residential Uses

- Multi Family
- Single Family

*Items are designated as high traffic generators; except that Financial Services shall only be considered a high traffic generator if there is a drive-thru window. Only five high traffic generators shall be permitted. One Restaurant (Drive thru) that is 10,000 sq.ft. or less may be excluded from the High Traffic Generator cap with approval of the Planning Director.