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Lloyd J. Dowling

REGISTER OF DEEDS



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**SUMTUR CROSSING
SUBDIVISION AGREEMENT**

THIS AGREEMENT made this 5th day of June, 2018, by and between **BOYER YOUNG EQUITIES XVIII-SUMTUR CROSSING, LLC**, a Nebraska limited liability company (hereinafter referred to as “DEVELOPER”), **SANITARY AND IMPROVEMENT DISTRICT NO. 328 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 parcel of land legally described in Exhibit A, attached hereto, which area to be developed is within CITY’s zoning and platting jurisdiction; and

DEVELOPER has requested CITY to approve a phased final platting of the area to be developed, consistent with the Preliminary Plat approved by City Council on August 15, 2017 via Resolution R17-0138, the entirety of which is to be known as SumTur Crossing (included within the definition of “Development Area”). The initial phase of the Development Area is depicted in the Final Plat exhibit attached hereto as Exhibit B. The Parties acknowledge that the Development Area is intended to expand to incorporate future phases as DEVELOPER requests that CITY approve future final plattings of subsequent phases of SumTur Crossing; and

DEVELOPER wishes to connect the sewer and water systems to be constructed by DISTRICT within the Development Area with the sewer and water systems 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.

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:

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- (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 those areas, including curbing, turn lanes, and all corresponding concrete paving to be constructed, modified, or improved within that portion of the Development Area designated as Dedicated Street right-of-way (or similar terminology) on Exhibit B. Upon completion of all phases of SumTur Crossing, such Dedicated Streets shall include those areas within (1) 108th Street right-of-way, (2) 114th Street right-of-way, (3) Schram Road right-of-way, (4) Whitewater Drive right-of-way, and (4) any other areas dedicated as right-of-way pursuant to any phases of SumTur Crossing or any future replat(s) of the Development Area.
- (3) **“Development Area”** shall mean the real property situated within the area identified or depicted as such in Exhibit B, including all Dedicated Streets.
- (4) **“Final Plat”** shall mean the final plan of the plat, subdivision, or dedication of land, attached as Exhibit B, and any subsequent amendments to Exhibit B to incorporate future phases as such amendments are adopted.
- (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) **“Privately Financed Public Improvement(s)”** shall mean those improvements or betterments identified in Section 2 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.
- (8) **“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.
- (9) **“Property Specially Benefited”** shall mean property benefited by a particular Public Improvement and situated either: (1) within the platted area in which the

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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.

- (10) **“Proportional Cost Sharing” or “Proportional 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 or intersection. 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.
- (11) **“Public Improvements”** shall mean those acquisitions, improvements, betterments, contributions, or associated fees contemplated by this Agreement that are eligible for financing using the credit or funds of DISTRICT as defined in Section 2 of this Agreement.
- (12) **“Street Intersection(s)”** shall mean the area of the street between the returns of the various legs of the intersection, but in no case shall said area extend in any direction beyond a straight line drawn perpendicular from the centerline of the street to the adjacent lot corner.
- (13) **“Warranted”** shall refer to the status of an applicable Public Improvement, as specifically and exclusively referenced in Section 2(A)(16), Section 2(A)(17), Section 5(A)(15), Section 5(A)(17), Section 10(N), Section 10(S), Section 10(T), Section 10(U), and Section 12(A) of this Agreement, once certain criteria are met. Specifically, any such Public Improvement 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 construction and installation of such Public Improvement would likely mitigate said negative impact or prevent said negative impact from reoccurring.

Section 2
Public Improvements and Related Terms

- A. Public Improvements. The following Public Improvements and associated fees shall be required for the development of the Development Area:
 - (1) Capital Facilities Charges. Capital facilities charges to CITY as provided for in CITY’s Master Fee Schedule (“Master Fee Schedule”).

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- (2) Civil Defense Siren and Storm Warning System. A civil defense and storm warning system, if necessary.
 - (3) Dedicated Street Construction. Construction of all Dedicated Streets, as shown on the Streets and Walks exhibit attached as Exhibit C, including the third lane of Schram Road when Warranted. Upon completion of all phases of SumTur Crossing, such Dedicated Streets shall include those areas within: (1) Schram Road right-of-way, (2) 108th Street right-of-way, and (3) 114th Street right-of-way, (4) Whitewater Drive, and (5) any other areas dedicated as right-of-way pursuant to any phases of SumTur Crossing or any future replat(s) of the Development Area.
 - (4) Dedicated Street Right-of-Way Grading. Grading of Dedicated Street right-of-way which, by this definition, excludes initial site grading.
 - (5) 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.
 - (6) 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.
 - (7) Emergency Vehicle Preemption. Emergency Vehicle Preemption device(s) to be installed on traffic signal arm(s).
 - (8) 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.
 - (9) 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.
 - (10) Outlot F Landscaping and Berm. Installation of the landscaping and berm required within Outlot F to prevent headlight glare onto S 114th Street from vehicles traveling within 113th Avenue right-of-way.
 - (11) 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 Exhibit attached as Exhibit

D, pursuant to sanitary sewer and water plans heretofore prepared by DISTRICT's engineer, consulting engineers, and land surveyors.

- (12) Schram Road Amenities. The decorative street lights, decorative fencing, and landscaping to be installed within Schram Road right-of-way (the "Schram Road Amenities"). Such Schram Road Amenities shall be consistent with the existing section of Schram Road between 90th Street and 96th Street, as reasonably determined by CITY.
- (13) Sediment Erosion Control and Detention (or Stormwater Detention). Permanent stormwater detention basins on and off site as shown in the Sediment and Erosion Control Exhibit attached as Exhibit E. Permanent piping for sediment basin and detention ponds.
- (14) Sidewalks and Trails. The sidewalks and trails, as depicted in the Trails and Sidewalks Exhibit attached as Exhibit F, which specifically include:
 - i. Five foot (5') wide sidewalks within: (1) any right-of-way abutting any outlots, (2) the 108th Street right-of-way, (3) the 114th Street right-of-way, and (4) the Schram Road right-of-way.
 - ii. Ten foot (10') wide trails within Outlots A, C, D, and E.
- (15) 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 Exhibit C.
- (16) Traffic Signal at 108th Street and Schram Road. A contribution to a traffic signal located at 108th Street and Schram Road should such signal be deemed Warranted.
- (17) Traffic Signal at 114th Street and Schram Road. A contribution to a traffic signal located at 114th Street and Schram Road should such signal be deemed Warranted.

Section 3

Standards, Authority, and Documentation

- A. Standards for Private Improvements and Public Improvements. DEVELOPER, DISTRICT, and their respective successors and assigns, as applicable, shall cause all Private Improvements and Public Improvements to be acquired, constructed, installed, and contributed, as applicable, in accordance with the terms and conditions of this Agreement.
- B. Adherence and Construction Contracts. DISTRICT and DEVELOPER shall abide by, and incorporate into all of their construction contracts for the Private Improvements and Public Improvements, as applicable, the provisions required by the regulations of Sarpy County and CITY, as applicable, pertaining to construction of the Private Improvements and Public Improvements in developments/subdivisions and testing procedures. Said contracts shall also provide that the contractor(s) or subcontractor(s) constructing or

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installing the Private Improvements and 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 the Private Improvements and Public Improvements, construction oversight of the Private Improvements and Public Improvements, or the design or preparation of plans and specifications for the Private Improvements and Public Improvements.

C. Before Commencing Work on Public Improvements. Before commencing any work in connection with any individual Public Improvement, DEVELOPER or DISTRICT, as applicable, shall first:

- (1) Make payment for all applicable fees due to CITY in relation to said construction and installation of said individual Public Improvement;
- (2) Obtain 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 Public Improvement prior to DEVELOPER's or DISTRICT's execution of any such agreement(s) or plan(s), as applicable. Once DEVELOPER or DISTRICT obtains approval from Sarpy County and CITY, as applicable, DEVELOPER or DISTRICT 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 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 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 or DISTRICT's engineer;
- (3) Obtain and file of record any permanent easements required by CITY for said individual Public Improvement, as applicable, if not located on or in dedicated public right-of-way. Public Improvements which may invoke 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;
- (4) For Privately Financed Public Improvements, DEVELOPER shall obtain, and show proof of, general liability insurance and payment and performance bonds equivalent to the total construction cost for said Privately Financed Public Improvement; and
- (5) Obtain final approval from CITY to commence the construction and installation of said Public Improvement.

D. All Necessary Agreements, Permits, and Approvals for Work within Public Right-of-Way. Prior to commencing any work within any public right(s)-of-way, DEVELOPER or DISTRICT, as applicable, shall enter into all necessary right-of-way agreements and

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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, DEVELOPER or DISTRICT, as applicable, shall provide said copies to CITY in a timely manner.

- E. All Necessary Agreements, Permits, and Approvals for Work within OPPD Easement. Prior to commencing any work within the OPPD easements within the Development Area, DEVELOPER or DISTRICT, as applicable, shall enter into all necessary encroachment agreement(s) and obtain all necessary approvals from OPPD. In the event CITY requests copies of any such agreements or approvals, DEVELOPER or DISTRICT, as applicable, shall provide said copies to CITY in a timely manner.
- F. No Credit of CITY. The Entire Cost of all Private Improvements and Public Improvements to be constructed within the Development Area shall be borne by, and be at the sole expense of, DEVELOPER or DISTRICT. The credit of CITY shall not be used for engineering, procurement, contributions towards, or construction of any betterments, Private Improvements, Public Improvements, or any other Costs related to the installation and construction of the Private Improvements or Public Improvements within the Development Area.
- G. No Final Payment Until Approved. For any Public Improvement, DISTRICT or DEVELOPER, as applicable, shall forward all weekly construction tests and observation logs for the Public Improvement to the City Engineer. No final payment shall be made to the contractor for said Public Improvement until such final payment has been approved by the City Engineer, which approval shall not be unreasonably withheld or delayed.

Section 4

Use of DISTRICT Credit or Funds

- A. Use of DISTRICT Credit or Funds. The credit or funds of DISTRICT shall not be used for the 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, other than as provided in this Agreement, 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. The Cost of the Public Improvements constructed by DISTRICT within the Development Area shall be defrayed as agreed herein and as identified in the Source and Use of Funds exhibit attached as Exhibit G. 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 "Order of Magnitude Cost Estimate" page of Exhibit G (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.

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- C. No Reallocation. In the event any funds allocated for Public Improvements, pursuant to Exhibit G, 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 G, shall be submitted to CITY for approval prior to the work being started. If the work is approved by both the City Administrator and the City Engineer, the Entire Cost of the work may be added to the relevant construction contract and shall require an executed modification to this Agreement prior to the work being started on such construction overruns and/or change orders. 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.

Section 5

Apportionment of Costs and Related Terms

A. Apportionment of Costs and Additional Terms.

- (1) Capital Facilities Charges. The Parties acknowledge that CITY's Capital Facilities Charges are charged on a per lot basis for residential lots and a per acre basis for outlots and function as a contribution toward existing or future facilities necessary to meet the service needs of new customers. Accordingly, the Entire Cost of all Capital Facilities Charges shall be subject to the following terms:
- i. Fee Amount. Capital Facilities Charges shall be paid to CITY according to the following calculations:
 - a. Lots 1 – 122 and Outlots A–G. DISTRICT shall pay to CITY Capital Facilities Charges in the amount of \$342,417.00 based on 122 single-family residential lots at \$2,400.00 per lot (\$292,800.00) plus 7.4 acres of outlots at \$6,705.00 per acre (\$49,617.00).
 - ii. Special Assessments. Not less than fifty percent (50%) of Capital Facilities Charges invoiced by CITY shall be specially assessed against property served. The remaining balance may be privately financed by DEVELOPER or borne by general obligation of DISTRICT.
 - iii. Invoicing and Payment Deadline. CITY agrees to issue the invoice for the foregoing Capital Facilities Charges identified under Section 5(A)(1)(i)(a) upon CITY's execution of this Agreement. One hundred percent (100%) of all such Capital Facilities Charges shall be paid by DISTRICT to CITY no later than 60 days after 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

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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 said charge not being remitted by DISTRICT to CITY within 60 days after 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.
- (2) 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.
- (3) Dedicated Street Construction. One hundred percent (100%) of the Entire Cost of all Dedicated Street construction 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. 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 inches (6") for reinforced concrete or seven inches (7") for plain concrete.
 - iii. One hundred percent (100%) of the Cost differential for pavement width in excess of twenty-five feet (25') inclusive of curb and gutters.
 - iv. One hundred percent (100%) of the Cost of the paving of 108th Street.
 - v. One hundred percent (100%) of the Cost of paving 114th Street.
 - vi. One hundred percent (100%) of the Cost of paving Schram Road.

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The Cost for curb and gutters are incidental to paving and shall not be considered separately for purposes of assessment.

- (4) 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 privately financed by DEVELOPER, except that the Entire Cost of the grading associated with the coring of Dedicated Streets and backfilling after paving may be borne by general obligation of DISTRICT. One hundred percent (100%) of the Entire Cost for the coring of 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 feet (25') inclusive of curb and gutters and Street Intersections may be borne by general obligation of DISTRICT or privately financed by DEVELOPER. As provided under Section 2A(4), the definition of Dedicated Street Right-of-Way Grading excludes initial site grading. Initial site grading shall be completed and paid for privately by DEVELOPER and shall include adjacent or abutting street right-of-way.
- (5) 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 by DEVELOPER. DISTRICT shall also be responsible for installation of all such signage and devices.
- (6) Electrical Power Service. One hundred percent (100%) of the contract charges for Electrical Power Service authorized to be paid by DISTRICT to the 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 the 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 against the Property Specially Benefited within the Development Area or privately financed by DEVELOPER.
- (7) 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.
- (8) 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 the Property Specially Benefited within the Development

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Area. One hundred percent (100%) of the Cost differential for underground installation in lieu of above ground installation shall be specially assessed against the Property Specially Benefited within the Development Area or privately financed by DEVELOPER.

- (9) Lighting System. One hundred percent (100%) 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, 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.
 - (10) Outlot F Landscaping and Berm. One hundred percent (100%) of the Entire Cost of the landscaping and berm located within Outlot F shall be paid by special assessment against the Property Specially Benefited or privately financed by DEVELOPER.
 - (11) 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 inches (8") and water mains in excess of eight inches (8") including valves and appurtenances in excess of eight inches (8"); and
 - ii. One hundred percent (100%) of the Entire Cost of any outfall sewer lines, water mains, water lines, or appurtenances outside the Development Area, which are designed to serve a total drainage area larger than the Development Area.
- Pursuant to Papillion Mun. Code § 170-20, one hundred percent (100%) of the Cost of 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 before installation.
- (12) Schram Road Amenities. One hundred percent (100%) of the Cost of Schram Road Amenities may be borne by general obligation of DISTRICT or privately financed by DEVELOPER.
 - (13) Sediment Erosion Control and Detention (or Stormwater Detention). Temporary Sediment Basins and Permanent Detention Basins used for stormwater detention are planned for the subdivision as shown on the attached Exhibit E. Permanent Detention Basins are initially used as Temporary Sediment Basins until such time that the area draining into the basin is developed. DEVELOPER covenants and agrees that it shall assume the sole obligation for the construction of the Temporary

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Basin(s) and the maintenance thereof during the mass grading of the Development Area including sediment removal from basins and traps. Costs shall be defrayed as follows:

- i. One hundred percent (100%) of the Cost of the grading and maintenance of the Permanent Basins during the mass grading shall be performed and paid for by DEVELOPER.
- ii. One hundred percent (100%) of the Cost of the permanent piping shall be borne by general obligation of DISTRICT or privately financed by DEVELOPER.
- iii. After completion of the mass grading, one hundred percent (100%) of the Cost of the ongoing maintenance of removing accumulated sediment, as may be required for both the Temporary and Permanent Basins, may be borne by general obligation of DISTRICT or privately financed by DEVELOPER until such time as the Public Improvements serviced by each basin have been completed. DEVELOPER, its successors, and assigns shall be responsible for the Permanent Basins once they have served their purpose as Temporary Basins and maintenance shall be in compliance with the Post-Construction Stormwater Management requirements of CITY. Ownership and maintenance responsibilities for any existing Temporary and Permanent Basins shall be transferred to the SumTur Crossing Homeowners Association (as defined in Section 11(A)) prior to annexation by CITY.
- iv. One hundred percent (100%) of the Costs for landscaping the Permanent Detention Basins shall be the responsibility of DEVELOPER.
- v. 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.

- (14) Sidewalks and Trails. One hundred percent (100%) of the Entire Cost of the sidewalk and trail installation may be borne by general obligation of DISTRICT or privately financed by DEVELOPER.
- (15) 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 inch (48") 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

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channels, the Cost of constructing the channel and appurtenances shall be considered as the Cost of storm sewer in excess of a forty-eight inch (48") inside diameter. Culvert crossings of streets shall be borne by general obligation of DISTRICT; except the following shall be specially assessed against the Property Specially Benefited within the Development Area or privately financed by DEVELOPER: (i) any Cost differential for the portion of any culvert crossing that exceeds the minimum design based on CITY's stormwater management requirements or (ii) any Cost differential for the portion of any culvert crossing that is elongated or increased in size to accommodate amenities.

- (16) Traffic Signal at 108th Street and Schram Road. In the event that a traffic signal is deemed Warranted at 108th Street and Schram Road, one hundred percent (100%) of DISTRICT's Proportional Cost Share for the traffic signal at 108th Street and Schram Road and any associated improvements may be borne by general obligation of DISTRICT or privately financed by DEVELOPER.
- (17) Traffic Signal at 114th Street and Schram Road. In the event that a traffic signal is deemed Warranted at 114th Street and Schram Road, one hundred percent (100%) of DISTRICT's Proportional Cost Share for the traffic signal at 114th Street and Schram Road and any associated improvements may be borne by general obligation of DISTRICT or privately financed by DEVELOPER.

Section 6

Privately Financed Public Improvements and Related Terms

- A. Privately Financed Public Improvements. DEVELOPER, at its sole discretion, may cause one or more of the 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. In such an event, the following terms shall also apply:
- (1) Notice of Intent. DEVELOPER must provide written notice to CITY of its intent to privately install and construct the applicable Public Improvements.
- (2) Ownership and Maintenance. All such Privately Financed Public Improvements shall become the unencumbered assets of DISTRICT immediately upon completion or installation of each Privately Financed Public Improvement and shall be maintained by DISTRICT to the same standard as the Public Improvements until such time that DISTRICT is annexed by CITY.
- (3) Insurance. For any Privately Financed Public Improvement, 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.

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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.

- (4) 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.
- (5) No Final Payment Until Approved. For any Privately Financed Public Improvement, 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.
- (6) All Other Public Improvement Requirements Shall Apply. All other requirements contained in this Agreement, or required by law, which relate to the acquisition, construction, and installation of the Public Improvements shall also apply unless explicitly stated otherwise.


Section 7

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.
 - v. 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.

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- 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. DISTRICT's Attorney(s)' compensation for professional services shall be charged to DISTRICT 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 8

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 and water system to the sanitary sewer system and water system of CITY pursuant to the terms and conditions of a sewer and water connection agreement between CITY and 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 9

Covenants, Representations, and Acknowledgments by DISTRICT

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

- (1) CITY Approval. DISTRICT shall not solicit bids for Public Improvements until after the plans therefor have been approved by the City Engineer, and no construction shall begin, and no contract let until such time as CITY approves any such bids.
- (2) 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.
- (3) Bid Procurement Document Formatting. DISTRICT shall format all bid procurement documents to match the format utilized in Exhibit G. No bid authorization shall be provided by CITY until the City Engineer determines that the bid procurement documents are properly formatted.
- (4) 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.
- (5) Easements. 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.

- (6) 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 that details the itemized split of DISTRICT's general obligation and special assessment costs.
- (7) 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 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.
- (8) 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 5. Such costs shall be specially assessed against all lots (excluding outlots) within the Development Area.
- (9) 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 the 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:
 - e. The amount paid to the contract;
 - f. The amount paid to DISTRICT's Engineer(s) which shall include a complete and itemized log of work hours, testing expenses and all

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reimbursables that shall be broken down into corresponding service (design, observation, testing, surveying, etc.);

- g. The amount paid to DISTRICT's Attorney(s);
- h. 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
- i. The amount paid for penalties, forfeitures, or default charges; and
- j. 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.

(10) 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, without prior consent of CITY, which consent may be reasonably withheld at CITY's sole discretion, 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 December 31st of the year that: (i) all of DISTRICT's warrants can be paid on a cash basis and converted to bonded debt and (ii) the debt ratio of DISTRICT as fully bonded is less than or equal to five percent (5%).

(11) 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.

(12) Notice of Annual Budget Meetings. DISTRICT shall provide CITY ten (10) days' notice of its annual budget meeting along with its tax requests.

(13) 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.

- (14) 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.
- (15) CITY Approval for Refinancing. The general obligation of DISTRICT shall not be refinanced to extend the original maturity date of the applicable bonds by more than five years without DISTRICT first receiving prior approval from CITY for said refinancing. CITY's approval may be withheld in CITY's sole discretion.
- (16) 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.
- (17) 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.
- (18) 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 10 Other Terms and Obligations

- A. Boundary of DISTRICT. DISTRICT shall take any action necessary to ensure that the boundary of DISTRICT shall match the boundary of the final plat depicted on Exhibit B prior to the execution of this Agreement.
- B. Building Permits. Building permits shall not be issued for any building in a particular phase of SumTur Crossing until the construction and installation of all requisite Public Improvements to service such phase of SumTur Crossing is complete, excluding the Gas Distribution System and Electrical Power Service.
- C. Covenants. DEVELOPER agrees to establish and record with the Sarpy County Register of Deeds covenants for the Development Area that: (1) address street creep/driveway binding on curved streets, (2) provide for over-lot drainage, (3) require consistent fencing abutting Schram Road, 108th Street, 114th Street (including those lots that are separated from 114th Street right-of-way by outlots), (4) include the language required by Section 10(L) herein with respect to Papillion Fire Station No. 2 and (5) include the language required by Section 10(P) herein with respect to the SumTur Amphitheater. DEVELOPER shall provide documentation that the covenants have been recorded against each and every lot within the Development Area prior to the issuance of the first building permit.

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D. 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.

E. Easements.

- (1) Recording. DEVELOPER shall be responsible for recording with the Sarpy County Register of Deeds a separate instrument for each easement contemplated within this Agreement, or otherwise required by CITY.
- (2) Copies to CITY. DEVELOPER shall provide copies of all easements to CITY immediately after they are recorded.
- (3) Rights and Terms. All easements shall include a prescription outlining the rights and terms of each easement and all corresponding maintenance responsibilities.
- (4) To CITY's Satisfaction. All easements contemplated within this Agreement, or otherwise required by CITY, shall be prepared and filed in a form satisfactory to CITY.
- (5) Separate Instruments. DEVELOPER agrees to dedicate all easements identified in Exhibit B, or in any platting of a subsequent phase of SumTur Crossing, by separate instruments rather than relying upon the corresponding Final Plat.
- (6) Off-Site Easements for Sewer and Water. Pursuant to Neb. Rev. Stat. § 31-736, CITY hereby grants DISTRICT the requisite approval to acquire by purchase any off-site easements necessary to construct its sanitary sewer system or to connect to CITY's water system as contemplated by this Agreement ("Off-site Sewer and Water Easements"). Alternatively, CITY acknowledges that DISTRICT may desire to acquire said Off-site Sewer and Water Easements by one of the other methods set out under Neb. Rev. Stat. § 31-736. In such a case, DISTRICT acknowledges that a separate approval from CITY, outside of this Agreement, is required before DISTRICT may exercise any other method of acquisition of real or personal property besides acquisition by purchase.

F. Fees.

- (1) Arterial Street Improvement Program (ASIP) Fees. The Parties acknowledge that all new building permits shall be subject to ASIP Fees as provided for in the Papillion Master Fee Schedule.
- (2) 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 to cover engineering, legal, and other miscellaneous expenses incurred by CITY in connection with any necessary review of plans and specifications related to the construction

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projects performed by DISTRICT. The Review Fee shall be allocated to special assessments and general obligation in the same proportion as the Costs of the particular construction project. CITY shall invoice DISTRICT the Review Fee at the time that each bid is approved for a respective construction project. DISTRICT shall authorize payment of each Review Fee at the next meeting following the date of the review fee invoice issued by CITY.

- (3) 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 to cover engineering, legal, and other miscellaneous expenses incurred by CITY in connection with any necessary review of plans and specifications related to the construction projects for Privately Financed Public Improvements performed by DEVELOPER. The Review Fee shall be paid at the sole expense of DEVELOPER. CITY shall invoice DEVELOPER the Review Fee at the time that each review is completed. DEVELOPER shall remit payment to CITY within 30 days of the invoice issuance date.
 - (4) Walnut Creek Outfall Sewer Fee. The Parties acknowledge that the Development Area is within the Walnut Creek Sewer Outfall Basin. As such, an additional per acre Sewer Fee is required as described in the Master Fee Schedule. The Master Fee Schedule provides for said fee to be collected in total or as an equivalent permit lot fee. All new building permits shall be subject to the additional per acre Walnut Creek Outfall Sewer Fee, which shall be due prior to the issuance of the building permit. The fee for each phase shall be:
 - a. Phase 1. Based on the rate of \$3,000 per acre as established in the Master Fee Schedule, the total amount of such fee for Phase 1 for 53 acres is \$159,000.00. The equivalent per lot fee is \$1,303.28 based on the total fee (\$159,000.00) divided by 122 single-family residential lots.
 - (5) 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 lot basis for the lot(s) for which the building permit is requested and shall be due prior to the issuance of the building permit.
 - (6) 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.
- G. Fire Hydrants. DISTRICT shall be responsible for causing all fire hydrants installed for the Development Area to be painted yellow.
- H. Future Reimbursement Agreement(s). Upon the creation of any Sanitary and Improvement District on an adjoining property, or the development of such property by a

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private developer, DISTRICT shall enter into any Reimbursement Agreement(s) with CITY, such Sanitary and Improvement District(s), private developer(s), and/or Sarpy County, as applicable, to provide for the reimbursement of expenses related to Public Improvements that benefit DISTRICT; provided, however, such reimbursement may be delayed until such time that DISTRICT's municipal advisor or other fiscal advisor determines that such reimbursement is fiscally responsible. Any delay of reimbursement shall be reasonable under the totality of DISTRICT's circumstances and shall not constitute a relief of DISTRICT's reimbursement responsibility. Further, DISTRICT shall be responsible for payment of any and all accrued interest incurred as a result of the delay.

- I. Future Right-of-Way Dedications. The Parties acknowledge that Whitewater Drive is anticipated to provide access to the property abutting the southern boundary (the "Southern Boundary") of SumTur Crossing (the "Abutting Property"), when such Abutting Property is platted for development. The Parties further acknowledge that, during subsequent phases of SumTur Crossing, it is anticipated that an outlot (or outlots) will be platted and located between Whitewater Drive and the Southern Boundary, which outlot is depicted as Outlot "N" in the Preliminary Plat approved by City Council on August 15, 2017 via Resolution R17-0138. Accordingly, DEVELOPER or DISTRICT, as applicable, shall dedicate any right-of-way through the outlots to be platted south of Whitewater Drive that CITY deems necessary to provide access to the Abutting Property. DEVELOPER or DISTRICT, as applicable, shall dedicate such right-of-way (the "Outlot Right-of-Way") at no cost to CITY, the developer of the property to the south, and any sanitary and improvement district formed for the development of the property to the south.

CITY shall require the developer of the property to south, or any sanitary and improvement district formed for the development of the property to the south, to cause and finance, as applicable, the construction of the Dedicated Streets within the Outlot Right-of-Way as a condition of CITY's approval for: (1) any development by any Sanitary and Improvement District formed for the development of the Abutting Property that will be served by such Dedicated Street connection to Whitewater Drive and (2) any development by any private developer(s) of the Abutting Property that will be served by such Dedicated Street connection to Whitewater Drive.

- J. 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.

- K. One Call Services.

- (1) 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 shall timely pay to CITY a

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corresponding fee at the rate established in the Master Fee Schedule for locates that are reasonably required and performed by CITY within the Development Area as received over the One Call System, as invoiced by CITY.

- (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 such 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.

- L. Papillion Fire Station. The Parties recognize that the Development Area is in close proximity to Papillion Fire Station No. 2, which is operated by CITY and which existed prior to the development of the Development Area. DEVELOPER agrees to establish and record language consistent with the following as part of the covenants for the Development Area: "A fire station, currently known as Fire Station No. 2 (the "Fire Station") was constructed on the property legally described as Dam Site 20, Section 33, Township 14 North, Range 12 East, generally located east of 108th Street prior to the platting and development of SumTur Crossing. Declarant anticipates that the lots located within the area platted as SumTur Crossing (the "Lots") may be potentially affected by Fire Station operations. As a result, these covenants shall be deemed to put potential purchasers and owners of the Lots (each a "Lot Owner") on notice that: (i) the use, operation, and maintenance of the Fire Station will include, but not be limited to, noise, sirens, vibrations, lights, mowers, power equipment, and generators, and may also include activities other than those typically related to fire stations and (ii) such Fire Station activities use, operation, and maintenance may from time to time affect the use and enjoyment of the Lots. By purchasing a lot within the area platted as SumTur Crossing, each Lot Owner acknowledges that he or she accepts such use, usual and customary operation, and maintenances of the Fire Station and the corresponding effect on the Lots without issue or complaint. The Declarant hereby declares, grants, and establishes easements on the Lots in favor of the City of Papillion Fire Station No. 2 operations for the intrusion of noise, sirens, vibrations, lights, mowers, power equipment, generators, and any other effects from the use, operation, and maintenance of the Fire Station and any other activities permitted at the Fire Station."
- M. 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.
- N. Schram Road Design, Bidding, and Construction. DISTRICT shall commence the design, bidding, and construction of the third lane of Schram Road (depicted as "Future Pavement" in Exhibit C) immediately upon a determination that a third lane is Warranted as defined in Section 1(A)(13).
- O. Schram Road Amenities. DISTRICT shall cause the construction and installation of the Schram Road Amenities to occur in conjunction with the construction and installation of the third lane of Schram Road within the Development Area, when such third lane is Warranted, so that the Schram Road Amenities are completed simultaneously with the completion of the third lane of Schram Road. The landscaping component of the

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Schram Road Amenities may be delayed to account for weather and other seasonal planting considerations, provided, however, that such landscaping shall be installed no later than one year after completion of the construction of the third lane of Schram Road. The Parties acknowledge that DISTRICT may allow individual lot owners along the Schram Road frontage to install the decorative fence component of the Schram Road Amenities, provided that the covenants require a fence style that is consistent with the fencing style of the Schram Road Amenities, as reasonably determined by CITY. Further, DISTRICT may allow any homeowners association formed for the Development Area to install the decorative fence component of the Schram Road Amenities within outlots, provided that such fencing is consistent with the fencing style of the Schram Road Amenities, as reasonably determined by CITY. Any fencing that is not installed by individual lot owners or the homeowners association by the foregoing deadline shall be installed by DISTRICT.

- P. SumTur Amphitheater. The Parties recognize that the Development Area is in close proximity to SumTur Amphitheater, which is operated by CITY and which existed prior to the development of the Development Area. DEVELOPER agrees to establish and record language consistent with the following as part of the covenants for the Development Area: “An amphitheater, currently known as SumTur Amphitheater (the “Amphitheater”), was constructed on the property legally described as Dam Site 20, Section 33, Township 12 North, Range 12 East, generally located east of 108th Street. Declarant anticipates that the lots within SumTur Crossing (the “Lots”) may be potentially affected by Amphitheater operations. As a result, these covenants shall be deemed to put potential purchasers and owners of the Lots (each a “Lot Owner”) on notice that: (i) normal use, operation and maintenance of SumTur Amphitheater will include, but not be limited to, noise, music, sound systems and speakers, vibrations, lights, mowers, power equipment, odors, crowd clamor, on-street parking and additional traffic, before, during and after the SumTur Amphitheater operations, and may also include activities other than those typically related to amphitheaters; and (ii) Amphitheater use, operation, and maintenance may from time to time affect the use and enjoyment of the Lots. By purchasing a lot within the area platted as SumTur Crossing, each Lot Owner acknowledges that he or she accepts such use, operation, and maintenance of the Amphitheater and the corresponding effect on the Lots without issue or complaint. The Declarant hereby declares, grants and establishes easements on the Lots in favor of the City of Papillion for the intrusion of music, sound systems and speakers, vibrations, lights, mowers, power equipment, odors, attendee participation, crowd clamor, and on-street neighborhood parking, and traffic any other effects from the use, operation, and maintenance of the Amphitheater and any other activities permitted at the Amphitheater.”

Q. Timing for 108th Street Design, Bidding, and Construction.

- (1) Schram Road to Portage Drive. DISTRICT shall design, bid, and construct 108th Street from Schram Road to Portage Drive in conjunction with the Public Improvements for Phase 3.
- (2) Portage Drive to the Southern Boundary of Development Area. DISTRICT, as lead agent for 108th Street, shall design, bid, and construct 108th Street from Portage Drive

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to the southern boundary of the SumTur Crossing at such time that the corresponding eastern portion of the right-of-way for 108th Street is dedicated by the owner of the adjoining property to the east. CITY agrees that the obligation to act as lead agent may, alternatively, be assumed by: (1) any Sanitary and Improvement District(s) formed for the development of the property east of the Development Area that will be served by 108th Street or (2) any private developer(s) of the property east of the Development Area that will be served by 108th Street; provided, however, that such lead agency may only be delegated by DISTRICT to such other Sanitary and Improvement District(s) or private developer(s) via an agreement executed by and between DISTRICT and such other Sanitary and Improvement District(s) or private developer(s).

Further, CITY shall require a proportionate reimbursement to DISTRICT for the cost of the design and construction of 108th Street as a condition of CITY's approval for: (1) any development by any Sanitary and Improvement District(s) formed for the development of the property east of the Development Area that will be served by 108th Street and (2) any development by any private developer(s) of the property east of the Development Area that will be served by 108th Street.

DISTRICT shall attempt to enter into an agreement with Sarpy County, any other interested sanitary and improvement district(s), and/or any interested private developer(s), as applicable, to establish DISTRICT's Proportional Cost Share for 108th Street ("108th Street Agreement"). In the event that the 108th Street Agreement is not executed or the 108th Street Agreement establishes a Proportional Cost Share for DISTRICT that is higher than the percentage contemplated in Exhibit G, then DISTRICT and DEVELOPER may request an amendment to this Agreement from CITY to identify the method to defray any Costs that exceed DISTRICT's Proportional Cost share identified in Exhibit G or, alternatively, such overage may be privately financed by DEVELOPER.

- R. Timing for 114th Street Design, Bidding, and Construction. DISTRICT shall enter into an interlocal cooperation agreement with Sarpy County to establish the timing for the design, bidding, and construction of 114th Street. In the event that DISTRICT assumes lead agency for the construction of 114th Street, DISTRICT delay construction of 114th Street abutting Phase 1 until such time that DISTRICT commences Public Improvements for the future phases of the Development Area abutting 114th Street.
- S. Timing for Sunburst Drive. DISTRICT shall temporarily terminate Sunburst Drive at the intersection of Sunburst Drive and 113th Avenue (the "Temporary Termination Point") until such time that 114th Street is improved to an urban cross-section. The Parties acknowledge that such temporary termination is required to allow for construction activities related to the construction of 114th Street such as grading and paving. Upon completion of the improvement to 114th Street, DISTRICT shall construct Sunburst Drive between the Temporary Termination Point and 114th Street.
- T. Timing and Responsibility for Sidewalks and Trails.

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- (1) 108th Street Sidewalk. DISTRICT shall construct and install a five foot (5') wide sidewalk on the west side of 108th Street in conjunction with DISTRICT's phased construction of 108th Street. The corresponding sidewalks shall be provided as part of each phase of construction.
- (2) 114th Street Sidewalk. DISTRICT shall construct and install a five foot (5') wide sidewalk on the east side of 114th Street in conjunction with the construction of 114th Street.
- (3) Outlot Sidewalks. DISTRICT shall construct and install a five foot (5') wide sidewalk abutting outlots, excluding those outlots abutting 108th Street, 114th Street, Schram Road, and Whitewater Drive, in conjunction with the phased construction of the abutting streets. The corresponding sidewalks shall be provided as part of each phase of construction.
- (4) Schram Road Sidewalk. DISTRICT shall construct and install a five foot (5') wide sidewalk on the south side of Schram Road in conjunction with the construction of the third lane of Schram Road.
- (5) Whitewater Drive Sidewalks. DISTRICT shall construct and install a five foot (5') wide sidewalk on the north and south sides of Whitewater Drive in conjunction with the phased construction of Whitewater Drive. The corresponding sidewalks shall be provided as part of each phase of construction. CITY shall require a proportionate reimbursement to DISTRICT for the cost of the five foot (5') wide sidewalk on the south side of Whitewater Drive as a condition of CITY's approval for: (1) any development by any Sanitary and Improvement District(s) formed for the development of the Abutting Property that will be served by such sidewalk and (2) any development by any private developer(s) of the Abutting Property that will be served by such sidewalk.
- (6) Outlot A Trail. DISTRICT shall construct the trail within Outlot A that is depicted as part of the Phase 3 Trail on Exhibit F in conjunction with the Public Improvements for Phase 1.
- (7) Outlots C and D Trail. DISTRICT shall construct the trail within Outlots C and D at such time that DISTRICT's municipal advisor or other fiscal advisor determines that the Cost of such construction is fiscally responsible.
- (8) Outlot E Trail. DISTRICT shall construct the trail within Outlot E that is depicted as the Phase 2 Trail on Exhibit F in conjunction with the Public Improvements for Phase 2.

U. Traffic Impact Studies. DISTRICT shall fully comply with the following:

- (1) DISTRICT shall fully finance and cause the completion of a Traffic Impact study to determine if a third lane is Warranted for Schram Road and provide said study to CITY as soon as it becomes necessary in order to promote public health, safety, and welfare or immediately upon reasonable request made by the City Administrator or

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the City Engineer, whichever occurs sooner. This provision shall not be construed to limit the number of studies that may be requested or conducted provided that such requests are reasonable.

- (2) DISTRICT shall timely reimburse CITY for the reasonable costs paid by CITY, if any, for contracting a third-party review of every Traffic Impact Study that is submitted to CITY pursuant to this Agreement. Said third-party review shall be conducted by a third-party reviewer of CITY's choosing.

V. Traffic Signal at 108th Street and Schram Road.

- (1) In the event that a traffic signal is deemed Warranted at 108th Street and Schram Road, DISTRICT shall be responsible for 100% of its Proportional Cost Share of the traffic signal and intersection improvements related to such traffic signal. The Parties acknowledge that, as of the effective date of this Agreement, CITY is the identified as the lead agency for such traffic signal and intersection improvement. DISTRICT may request an amendment to this Agreement to assume the obligation to act as lead agent.
- (2) In the event that a traffic signal is deemed Warranted at 108th Street and Schram Road or upon the request of CITY, DISTRICT shall reimburse the lead agent for DISTRICT's Proportional Cost Share of such signal. Additionally, DEVELOPER shall attempt to enter into an agreement with Sarpy County, any other interested sanitary and improvement district(s), and/or any interested private developer(s), as applicable, to establish the terms of DISTRICT's reimbursement for the traffic signal at 108th Street and Schram Road ("108th Street Traffic Signal Agreement"). In the event that the 108th Street Traffic Signal Agreement is not executed or the 108th Street Traffic Signal Agreement establishes a Proportional Cost Share for DISTRICT that is higher than the percentage contemplated in Exhibit G, then DISTRICT and DEVELOPER may request an amendment to this Agreement from CITY to identify the method to defray any Costs that exceed DISTRICT's Proportional Cost share identified in Exhibit G or, alternatively, such overage maybe privately financed by DEVELOPER.

W. Traffic Signal at 114th Street and Schram Road.

- (1) In the event that a traffic signal is deemed Warranted at 114th Street and Schram Road, DISTRICT shall be responsible for 100% of its Proportional Cost Share of the traffic signal and intersection improvements related to such traffic signal. The Parties acknowledge that, as of the effective date of this Agreement, Sanitary and Improvement District No. 324 is the identified as the lead agency for such traffic signal and intersection improvement. DISTRICT may request an amendment to this Agreement to assume the obligation to act as lead agent.
- (2) In the event that a traffic signal is deemed Warranted at 114th Street and Schram Road or upon the request of CITY, DISTRICT shall reimburse the lead agent for DISTRICT's Proportional Cost Share of such signal. Additionally, DEVELOPER shall attempt to enter into an agreement with Sarpy County, any other interested

sanitary and improvement district(s), and/or any interested private developer(s), as applicable, to establish the terms of DISTRICT's reimbursement for the traffic signal at 114th Street and Schram Road ("114th Street Traffic Signal Agreement"). In the event that the 114th Street Traffic Signal Agreement is not executed or the 114th Street Traffic Signal Agreement establishes a Proportional Cost Share for DISTRICT that is higher than the percentage contemplated in Exhibit G, then DISTRICT and DEVELOPER may request an amendment to this Agreement from CITY to identify the method to defray any Costs that exceed DISTRICT's Proportional Cost share identified in Exhibit G or, alternatively, such overage maybe privately financed by DEVELOPER.

- X. 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.
- Y. Whitewater Drive Reimbursement. CITY shall require that the developer of the Abutting Property or any sanitary and improvement district formed for the development of the Abutting Property to reimburse DISTRICT for a Proportional Cost Share for the design and construction of Whitewater Drive as a condition of CITY's approval for: (1) any development by any Sanitary and Improvement District formed for the development of the Abutting Property that will be served by such street connection and (2) any development by any private developer(s) of the Abutting Property that will be served by such street connection. Given that the Abutting Property is anticipated to be served by Whitewater Drive, but will have no Frontage on Whitewater Drive due to Whitewater Drive's configuration, the Abutting Property's Proportional Cost Share shall be calculated based on the length of the boundary between the Development Area and the Abutting Property rather than the Abutting Property's Whitewater Drive Frontage.

Section 11 Outlots in Private Ownership

- A. Maintenance of Outlots. DEVELOPER shall be responsible for maintaining any outlot(s) within the Development Area, forming an association to maintain said outlot(s) (the "SumTur Crossing Homeowners Association"), or transferring ownership of said outlot(s) to DISTRICT for maintenance. CITY shall not have any responsibility for maintenance of outlots that are not under CITY's ownership.
- B. Prohibition Against Construction and Transfer of Title to Outlots. No building(s) shall be constructed on any outlot(s) within the Development Area. If DEVELOPER retains ownership of any outlot within the Development Area, DEVELOPER agrees that, at least sixty (60) days prior to closing on the sale, donation, or other transfer of said outlot(s) to any entity other than the SumTur Crossing Homeowners 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 provided to the transferee that no buildings can be constructed on said outlot.

Notwithstanding the foregoing, either DEVELOPER or DISTRICT shall maintain ownership of any outlot platted south of Whitewater Drive until such time that the Abutting Property is developed and the necessary right-of-way is dedicated by DEVELOPER or DISTRICT within such outlots pursuant to Section 10(I).

- 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 from being offered at the Sarpy County tax sale.
- D. Ownership Transfer Prior to Annexation. DEVELOPER and DISTRICT agree that ownership of Outlots A through G, inclusive, and all easement rights owned by DEVELOPER and DISTRICT within the Development Area, shall either be maintained by DEVELOPER or transferred to the SumTur Crossing Homeowners Association prior to annexation by CITY, provided that ownership of any outlot platted south of Whitewater Drive shall be maintained by DEVELOPER or DISTRICT until such time that the property to the south is developed and the necessary right-of-way within such outlots is dedicated pursuant to Section 10(I).

Section 12

Phasing of Public Improvements

- A. Phasing. CITY, DEVELOPER, and DISTRICT acknowledge that it is anticipated that SumTur Crossing will be final platted in phases as shown on Exhibit H (“Phase 1”, “Phase 2”, and “Phase 3” respectively). The Public Improvements associated with each phase shall be installed within one (1) year of the date that the Final Plat that corresponds with each phase is recorded with the Sarpy County Register of Deeds, with the exception of those improvements identified in Section 10 that are to be deferred until a future phase or until Warranted. In the event that Phase 2 or Phase 3 is not platted as contemplated and are developed by an entity other than DEVELOPER, DEVELOPER and DISTRICT, as applicable, agree to cause the financing and construction of the Public Improvements associated with Phase 1 that are being deferred to the future phases immediately and prior to the development of such other Phase(s) by such other entity, unless Phase 2 and Phase 3 are to be annexed into the corporate limits of DISTRICT, in which case the timing of the installation of all such Public Improvements shall be installed in accordance with this Agreement. In the event that an applicable Public Improvement is deemed Warranted, DEVELOPER and DISTRICT, as applicable, agree to immediately cause the financing and construction of such Public Improvement regardless of the phasing of the said Public Improvement.
- B. Annexation of Subsequent Phases. DEVELOPER and DISTRICT agree that the subsequent phases of SumTur Crossing shall be annexed or otherwise added into DISTRICT’s boundary at such time that DEVELOPER requests approval for the final plat(s) for such phases.
- C. Dedication of 108th Street Right-of-Way Prior to Final Plat. Upon request of CITY or any other governmental agency with jurisdiction over 108th Street, DEVELOPER agrees to

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immediately dedicate, in a form to be approved by CITY and at no cost to CITY or such governmental agency, the width of right-of-way for 108th Street as depicted on Exhibit H.

- D. Dedication of 114th Street Right-of-Way Prior to Final Plat. Upon request of CITY or any other governmental agency with jurisdiction over 114th Street, DEVELOPER agrees to immediately dedicate, in a form to be approved by CITY and at no cost to CITY or such governmental agency, the width of right-of-way for 114th Street as depicted on Exhibit H.
- E. Dedication of Whitewater Drive Right-of-Way Prior to Final Plat. Upon request of CITY or any other governmental agency with jurisdiction over Whitewater Drive, DEVELOPER agrees to immediately dedicate, in a form to be approved by CITY and at no cost to CITY or such governmental agency, the width of right-of-way for Whitewater Drive as depicted on Exhibit H.

Section 13 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, DISTRICT shall make no further expenditures for any purpose, except for those expenditures previously authorized by a duly approved budget or in the case of a bona fide emergency to prevent injury or damages, 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. Property Owners Association. DEVELOPER shall cause the formation of the SumTur Crossing Homeowners Association prior to the annexation of DISTRICT by CITY, regardless of whether such annexation is a complete annexation or a partial annexation, unless such requirement is waived by the City Administrator.
- C. 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 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;

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- (4) That should CITY annex the entire area of DISTRICT prior to DISTRICT's levy of special assessments for the Public Improvements, as authorized in Section 4, and thereby succeed to said DISTRICT's power to levy special assessments, CITY shall levy the same;
 - (5) CITY shall be liable for and recognize, assume, and carry out all valid contracts and obligations of DISTRICT;
 - (6) CITY shall provide inhabitants of the Development Area so annexed with substantially the services of other inhabitants of CITY as soon as practicable; and
 - (7) The laws, ordinances, powers, and government of CITY shall extend over the Development Area so annexed.
- D. Partial Annexation. 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 the Public Improvements 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 shall 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.

- E. No Limitation on CITY's Annexation Authority. The provisions contained herein shall not be construed as creating any limitations on CITY's annexation authority, but rather as obligations assumed by DEVELOPER or DISTRICT, as provided, that must be accomplished by the deadlines indicated herein, by law, or by other applicable regulation.

Section 14 **Miscellaneous Provisions**

- A. Incorporation of Recitals. The recitals set forth above are, by this reference, incorporated into and deemed part of this Agreement.
- B. Termination of Agreement. This Agreement shall not be terminated except by written agreement between DEVELOPER, DISTRICT, and CITY, subject to Section 14(M) in the event a party to this Agreement or subsequent amendments dissolves, or ceases to exist by some other means, without any valid successors or assigns.

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- C. Agreement Binding. The provisions of this Agreement, and all exhibits and documents attached or referenced herein, shall run with the land and shall be binding upon, and shall inure to the benefit of, the Parties, 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”, or similar language, is used throughout this Agreement, it is to be attributed the same meaning as this “Agreement Binding” provision. No special meaning shall be attributed to any instance herein in which the name of a Party is used without the phrase “successors and assigns” following immediately thereafter, unless expressly stated otherwise.
- D. Non-Discrimination. In the performance of this Agreement, the Parties, their agents, contractors, subcontractors, and consultants shall not discriminate, or permit discrimination, against any person on account of disability, race, color, sex, age, political or religious opinions or affiliations, or national origin in violation of any applicable laws, rules, or regulations of any governmental entity or agency with jurisdiction over any such matter.
- E. 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 except to the extent such provisions may be superseded by applicable federal law, in which case the latter shall apply.
- F. Forum Selection and Personal Jurisdiction. Any lawsuit arising from this contractual relationship shall be solely and exclusively filed in, conducted in, and decided by the state or county courts located in Sarpy County, Nebraska or the U.S. District Court located in Omaha, Nebraska, as appropriate. Accordingly, the Parties also agree to exclusive personal jurisdiction in said state and county courts located in Sarpy County, Nebraska or the U.S. District Court located in Omaha, Nebraska, as applicable.
- G. Related Contract(s) Voidable. No elected official or any officer or employee of CITY shall have a financial interest, direct or indirect, in any CITY contract related to this Agreement. Any violation of this subsection with the knowledge of the person or corporation contracting with CITY shall render said contract(s) voidable by the Mayor or City Council.
- H. No Waiver of Regulations. 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 other Ordinances.
- I. No Continuing Waivers. A waiver by any Party of any default, breach, or failure of another shall not be construed as a continuing waiver of the same or of any subsequent or different default, breach, or failure.
- J. Indemnity. DEVELOPER and DISTRICT shall defend, indemnify, and hold CITY and its respective employees, agents, and assigns harmless from and against any and all claims, suits, demands, penalties, court costs, attorneys’ fees, other litigation costs,

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demands, penalties, judgments, actions, losses, damages, or injuries of any nature whatsoever, whether compensatory or punitive, or expenses arising therefrom, either at law or in equity, resulting or arising from or out of or otherwise occurring in relation to any negligence, intentional acts, lack of performance, or subdivision layout and design by DEVELOPER, DISTRICT, or DEVELOPER's or DISTRICT's employees, agents, contractors, subcontractors, or other representatives in relation to this Agreement or the financing or development of the Development Area, except to the extent such injury is caused by the gross negligence or intentional acts of CITY. Other litigation costs, as referenced herein, shall include reasonable attorneys' fees, consultants' fees, and expert witness fees. Without limiting the generality of the foregoing, such indemnity shall specifically include, but not be limited to:

- (1) Any and all claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, demands, penalties, judgments, actions, losses, damages, or injuries of any nature whatsoever to any person or entity which may otherwise arise from, out of, or may be caused by DEVELOPER's or DISTRICT's breach, default, or failure to perform or properly perform any of DEVELOPER's or DISTRICT's obligations required by any warranty, representation, obligation, or responsibility arising out of state, federal, or local law, or from any provision of this Agreement;
 - (2) Any and all claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, demands, penalties, judgments, actions, losses, damages, or injuries of any nature whatsoever to any person or entity which may otherwise arise from, out of, or may be caused by any unlawful or improper discharge by DEVELOPER, DISTRICT, or DEVELOPER's or DISTRICT's respective employees, agents, contractors, subcontractors, and assigns into any Wastewater Sewer System or Storm Sewer during the term of this Agreement;
 - (3) Any injury, loss, or damage to any person occurring while said individual is on any premises within the Development Area;
 - (4) Any claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, demands, penalties, judgments, actions, losses, damages, or injuries of any nature whatsoever resulting or arising from or out of or otherwise occurring in relation to any means of acquisition of real or personal property, including right(s)-of-way or easements, by DEVELOPER or DEVELOPER's respective employees or agents, or by DISTRICT or DISTRICT's respective employees or agents pursuant to Neb. Rev. Stat. § 31-736 or any other grant of authority.
- K. 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.
- L. Entire Agreement. This Agreement and all exhibits and documents attached hereto or referenced herein, which are hereby incorporated and specifically made a part of this Agreement by this reference, express the entire understanding and all agreements of the Parties. Specifically, this Agreement supersedes any prior written or oral agreement or

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understanding between or among any of the Parties, whether individually or collectively, concerning the subject matter hereof.

M. Modification by Agreement. This Agreement may be modified or amended only by a written agreement executed by all Parties. In the event a party to this Agreement or subsequent amendments dissolves, or ceases to exist by some other means, without any valid successors or assigns, said party shall be considered to be without signing authority; therefore, the signature of said party shall not be required in order to validly execute subsequent modifications or amendments to this Agreement. 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.

N. Notices, Consents, and Approval. Unless expressly stated otherwise herein, all payments, notices, statements, demands, requests, consents, approvals, 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: Boyer Young Equities XVIII-SumTur Crossing,
LLC
9719 Giles Road
La Vista, NE 68128
Attn: Tim Young

(2) For DISTRICT: Sanitary and Improvement District
No. 328 of Sarpy County, Nebraska
c/o FULLENKAMP, JOBEUN, JOHNSON &
BELLER, LLP
11440 West Center Road, Suite C
Omaha, NE 68144
Attn: Larry Jobeun

(3) For CITY: City Clerk
City of Papillion
122 East Third Street
Papillion, NE 68046

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

O. 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.

P. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one executed instrument.

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- Q. Severability. In the event that any provision of this Agreement proves 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 of this Agreement, 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 on following pages.)

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ATTEST:

CITY OF PAPILLION, a Nebraska
Municipal Corporation

Nicole L. Brown
Nicole L. Brown, City Clerk

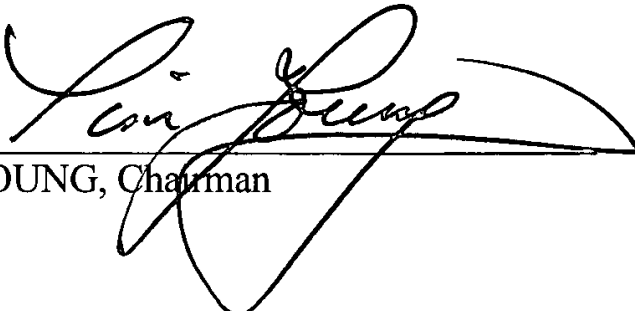
By David P. Black
David P. Black, Mayor

CITY SEAL



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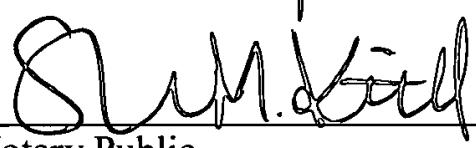
SANITARY AND IMPROVEMENT DISTRICT
NO. 328 OF SARPY COUNTY, NEBRASKA

By 
TIM YOUNG, Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

Before me, a notary public, in and for said county and state, personally came Tim Young, Chairman of Sanitary and Improvement District No. 328 of Sarpy County, Nebraska, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof be such person's voluntary act and deed on behalf of such District.

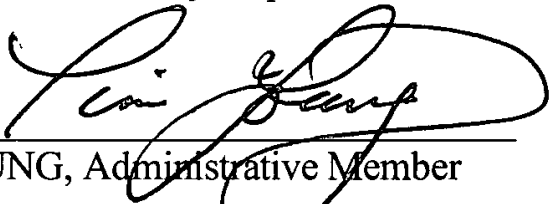
Witness my hand and Notarial Seal this 30TH day of May, 2018.


Notary Public



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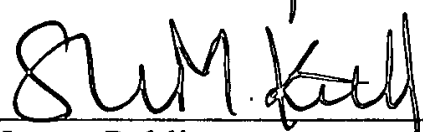
Boyer Young Equities XVIII-SumTur Crossing, LLC,
a Nebraska limited liability corporation

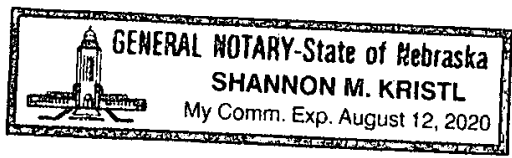
By 
TIM YOUNG, Administrative Member

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

Before me, a notary public, in and for said county and state, personally came TIM YOUNG, Administrative Member of BOYER YOUNG EQUITIES XVIII-SUMTUR CROSSING, LLC, a Nebraska limited liability company, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof be such person’s voluntary act and deed on behalf of such company.

Witness my hand and Notarial Seal this 30th day of May, 2018.


Notary Public



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**SUBDIVISION AGREEMENT
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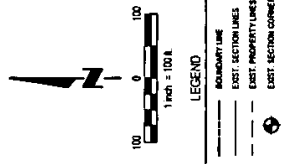
SUMTUN CROSSING
LOTS 1 THRU 124 AND OUTLOTS A, THRU F, INCLUSIVE
PAPILLON, NEBRASKA



E.O. Hill & Associates
 A CONSULTING GROUP, INC.
 Engineering Answers

LOTS 1 THRU 124 & OUTLOTS "A" THRU "F" INCLUSIVE

A TRACT OF LAND BEING PART OF TAX LOTS 7 AND 8, TAX LOTS LOCATED IN PART OF THE NW 1/4 OF THE NE 1/4, PART OF THE SW 1/4 OF THE NE 1/4, PART OF THE NW 1/4 OF THE NE 1/4, ALL LOCATED IN SECTION 5, TOWNSHIP 13 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA



A TRACT OF LAND BEING PART OF TAX LOTS 7 AND 8, TAX LOTS LOCATED IN THE NE1/4 OF SECTION 5, TOWNSHIP 13 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NE1/4 OF SECTION 5, THENCE N02°57'20"W (ASSUMED BEARING) ALONG THE WEST LINE OF SAID NE1/4 OF SECTION 5, A DISTANCE OF 709.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N02°57'20"W ALONG SAID WEST LINE OF THE NE1/4 OF SECTION 5, A DISTANCE OF 1355.42 FEET; THENCE N87°02'40"E, A DISTANCE OF 50.00 FEET TO EASTERLY RIGHT-OF-WAY LINE OF 114TH STREET; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF 114TH STREET ON THE FOLLOWING NINE (9) DESCRIBED COURSES: (1) N02°57'20"W ON A LINE 50.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF NE1/4 OF SECTION 5, A DISTANCE OF 122.00 FEET; (2) THENCE N54°01'14"E, A DISTANCE OF 23.84 FEET; (3) THENCE N27°32'16"E, A DISTANCE OF 104.45 FEET; (4) THENCE N18°01'45"E, A DISTANCE OF 78.19 FEET; (5) THENCE S88°24'30"W, A DISTANCE OF 42.01 FEET; (6) THENCE N05°20'30"W, A DISTANCE OF 48.04 FEET; (7) THENCE N13°57'33"W, A DISTANCE OF 110.02 FEET; (8) THENCE N18°19'55"W, A DISTANCE OF 82.97 FEET; (9) THENCE N41°06'18"E, A DISTANCE OF 13.15 FEET TO THE INTERSECTION OF SAID EASTERLY RIGHT-OF-WAY LINE OF 114TH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF SCHRAM ROAD; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF SCHRAM ROAD ON THE FOLLOWING FIVE (5) DESCRIBED COURSES: (1) N83°06'14"E, A DISTANCE OF 176.54 FEET; (2) THENCE N87°19'42"E ON A LINE 50 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NE1/4 OF SECTION 5, A DISTANCE OF 1089.75 FEET; (3) THENCE N24°48'08"E, A DISTANCE OF 13.66 FEET; (4) THENCE N87°23'30"E, A DISTANCE OF 60.30 FEET; (5) THENCE N68°16'07"E, A DISTANCE OF 15.16 FEET TO A POINT 33 FEET SOUTH OF SAID NORTH LINE OF THE NE1/4 OF SECTION 5; THENCE N02°40'18"W, A DISTANCE OF 33.00 FEET TO SAID NORTH LINE OF THE NE1/4 OF SECTION 5; THENCE N87°19'42"E ALONG SAID NORTH LINE OF THE NE1/4 OF SECTION 5, A DISTANCE OF 736.20 FEET; THENCE S02°40'18"E, A DISTANCE OF 33.00 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF SCHRAM ROAD; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF SCHRAM ROAD ON THE FOLLOWING TWO (2) DESCRIBED COURSES: (1) N89°59'57"E, A DISTANCE OF 150.16 FEET; (2) THENCE S60°25'57"E, A DISTANCE OF 18.75 FEET; THENCE S42°20'24"W, A DISTANCE OF 153.22 FEET; THENCE S41°39'00"W, A DISTANCE OF 419.81 FEET; THENCE S41°18'03"W, A DISTANCE OF 312.10 FEET; THENCE S46°04'54"W, A DISTANCE OF 68.45 FEET; THENCE S59°55'08"W, A DISTANCE OF 501.24 FEET; THENCE S77°18'40"W, A DISTANCE OF 74.71 FEET; THENCE S56°32'12"W, A DISTANCE OF 228.60 FEET; THENCE S46°53'05"W, A DISTANCE OF 63.88 FEET; THENCE S25°41'24"W, A DISTANCE OF 73.33 FEET; THENCE S26°24'58"W, A DISTANCE OF 140.18 FEET; THENCE S45°44'51"W, A DISTANCE OF 182.36 FEET; THENCE N32°54'50"W, A DISTANCE OF 112.77 FEET; THENCE S57°31'57"W, A DISTANCE OF 354.69 FEET; THENCE S74°14'40"W, A DISTANCE OF 110.59 FEET; THENCE S02°52'39"W, A DISTANCE OF 21.11 FEET; THENCE N74°14'40"E, A DISTANCE OF 120.00 FEET; THENCE S19°39'31"E, A DISTANCE OF 156.18 FEET; THENCE S07°43'37"W, A DISTANCE OF 53.68 FEET; THENCE S37°45'55"W, A DISTANCE OF 87.70 FEET; THENCE S59°38'29"W, A DISTANCE OF 99.00 FEET; THENCE S87°02'40"W, A DISTANCE OF 232.93 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS A TOTAL AREA OF 2,308,883 SQUARE FEET OR 53.005 ACRES, MORE OR LESS.

AP

SUMTUR CROSSING
LOTS 1 THRU 337 AND OUTLOTS A, THRU Q, INCLUSIVE
PAPILLON, NEBRASKA



E & A CONSULTING GROUP, INC.
Engineering Answers



NO SCALE

Ag

| | |
|-------------|----------------|
| Project No. | 22218-029-031 |
| Client | City of Omaha |
| Drawn By | BRW/7/13 |
| Checked By | |
| Design | Sanitary Sewer |
| Scale | As Shown |
| Sheet | 1 of 1 |

EXHIBIT D
SANITARY SEWER AND WATER

SUMTUR CROSSING
PAPILLON, NEBRASKA
LOTS 1 THRU 337 AND OUTLOTS "A" THRU "Q" INCLUSIVE

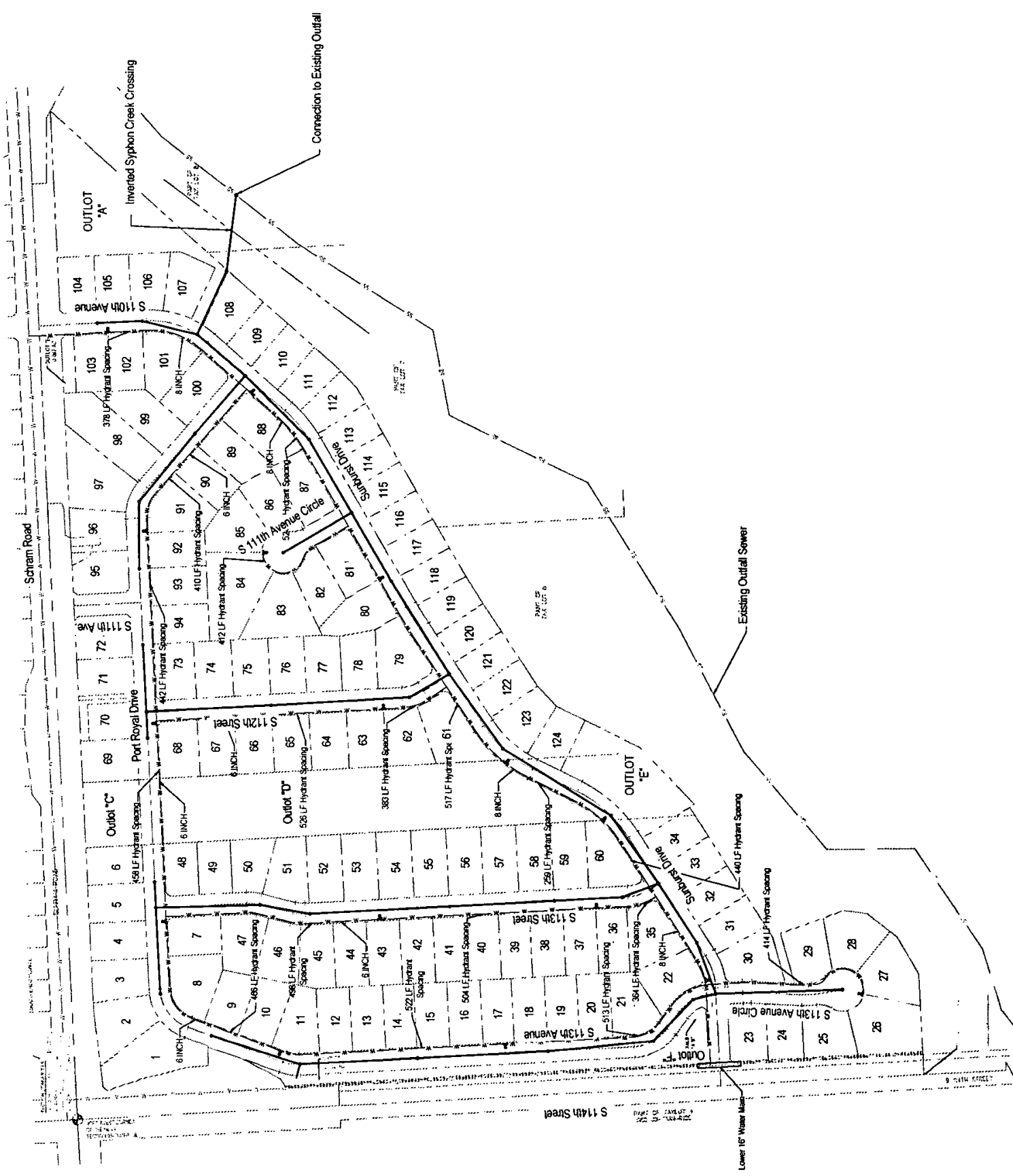


E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services
10808 168th Street, Omaha, NE 68134
Phone: 402.555.4370 Fax: 402.555.5555
www.eacg.com

LEGEND

- PROPOSED WATER SYSTEM
- PROPOSED HYDRANT
- EXISTING WATER SYSTEM
- PROPOSED SANITARY SEWER

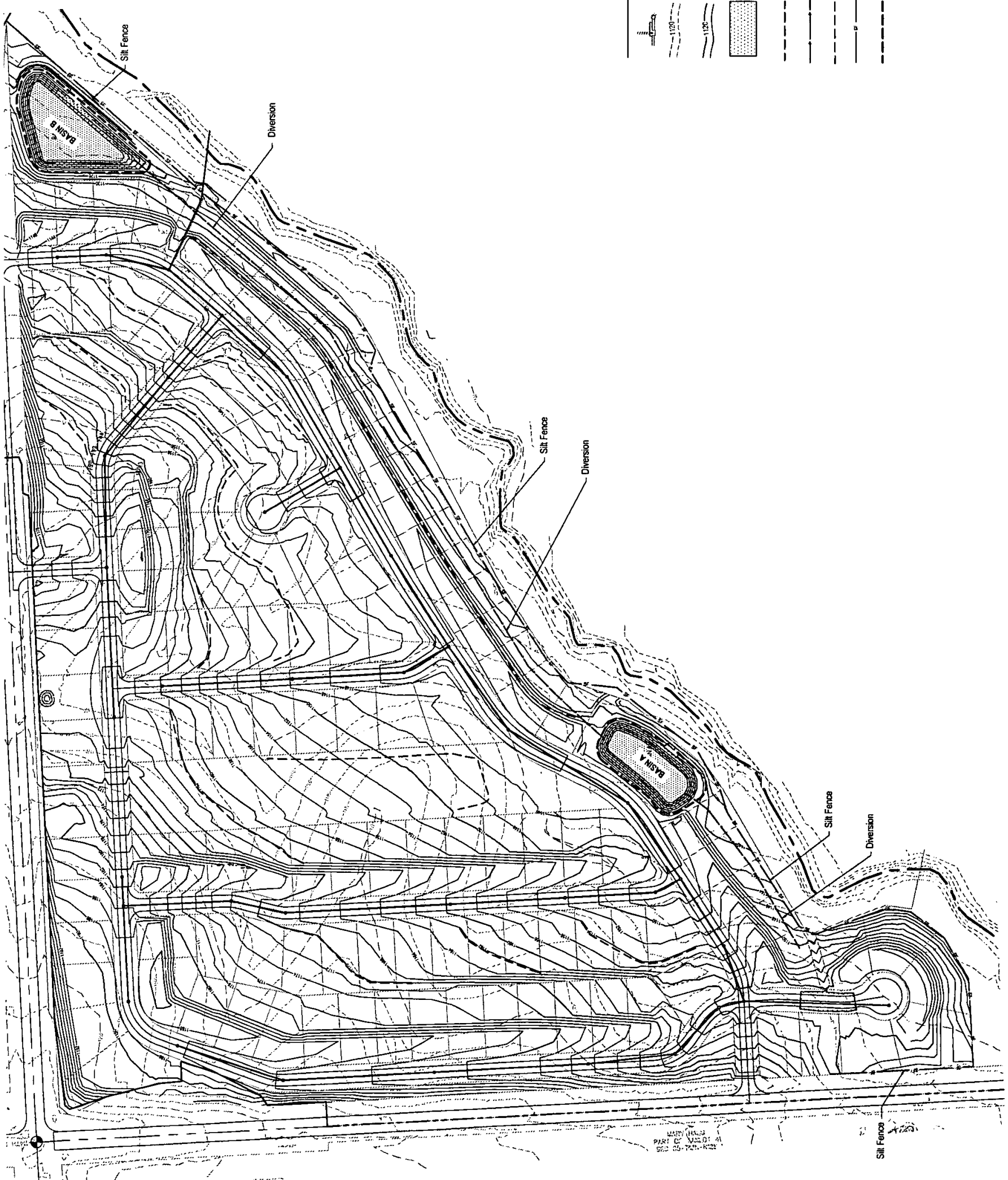
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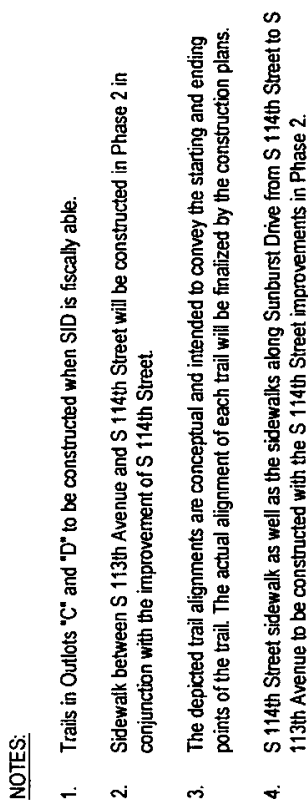


SUMTUR CROSSING
LOTS 1 THRU 337 AND OUTLOTS A' THRU Q' INCLUSIVE
PAPILLON, NEBRASKA



E & A
CONSULTING GROUP, INC.





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

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

EXHIBIT G

EXHIBIT G - SUMMARY OF ESTIMATED CONSTRUCTION COSTS

PROJECT :
DEVELOPER:
AREA (ACRES):
JURISDICTION:
DATE:
ESTIMATED BY:
PROJECT NO.:

SUMTUR CROSSING
BOYER YOUNG
158.23
PAPILLION
05/11/18
WESTERGARD
P2016.420.001

ZONING:

REVISED: ZETTERMAN

SINGLE FAMILY

OUTLOTS

124 UNITS

6 LOTS

LOTS 1-124

6.8 AC

"A" - "F"

| SUMTUR CROSSING - TOTAL - PHASE 1 FINAL PLAT AND FUTURE FINAL PLATS | | | | | | | |
|---|--------------|--------------|-------------------------|--------------------|-------------------|-------------------|----------------|
| ITEM | CONSTRCT. | TOTAL | PRIVATE or BY OTHERS | SPECIAL ASSESS. | G.O. REIMBURS. | G.O. NON-REIMB | FUTURE G.O. |
| SANITARY SEWER (INTERIOR) | \$ 602,130 | \$ 830,940 | | \$ 816,860 | | \$ 14,080 | |
| PAVING (INTERIOR) | \$ 884,729 | \$ 1,220,932 | | \$ 927,614 | | \$ 281,632 | |
| S 114TH STREET (DEFERRED TO PHASE 2 - VILLAS) | \$ 940,441 | \$ 1,298,368 | | | | | \$ 1,298,368 |
| SUNBURST DR CONNECTION TO S 114TH ST (W/ PHASE 2) | \$ 22,169 | \$ 30,594 | | \$ 11,686 | | | \$ 18,908 |
| TRAIL (OUTLOTS "C" &"D") | \$ 57,684 | \$ 79,604 | | | | | \$ 79,604 |
| TRAIL (OUTLOT "A" - PHASE 1, OUTLOT "E" - PHASE 2) | \$ 13,990 | \$ 19,306 | | | | \$ 10,096 | \$ 9,210 |
| WATER (INTERIOR) | \$ 369,250 | \$ 509,570 | | \$ 509,570 | | | |
| CAPITAL FACILITIES CHARGES | \$ 343,194 | \$ 394,680 | | \$ 276,276 | | \$ 118,404 | |
| 1% ADMINISTRATIVE FEE | \$ 27,535 | \$ 33,041 | | \$ 16,521 | | \$ 16,521 | |
| OUTLOT "F" LANDSCAPING/BERM FOR HEADLIGHT GLARE | \$ 5,000 | \$ 5,000 | \$ 5,000 | | | | |
| UNDERGROUND ELECTRICAL | \$ 167,400 | \$ 220,968 | | \$ 220,968 | | \$ - | |
| STORM SEWER | \$ 839,660 | \$ 1,158,740 | | \$ 29,760 | | \$ 1,128,980 | |
| TOTALS | \$ 3,296,581 | \$ 4,453,476 | \$ 5,000 | \$ 2,809,255 | \$ - | \$ 1,569,713 | \$ 1,406,090 |
| SPECIALS SINGLE FAMILY | | | | \$ 2,809,255 | | | |
| PRIVATE/BY OTHERS/FUTURE COST | | | | \$ 5,000 | | | |
| TOTAL COST | | | | \$ 2,809,255 | | | |
| PER UNIT COST | | | | \$ 22,655 | | | |

| | | | | | |
|---|--------------|------|---------------|-------|--------------|
| VALUATION: SINGLE FAMILY | 124 | EA @ | \$ 350,000.00 | = | \$43,400,000 |
| | | | | TOTAL | \$43,400,000 |
| DEBT RATIO WITH FUTURE OBLIGATIONS (MINUS FUTURE REIMBURSABLE PORTION OF S 114TH) | | | | | |
| G.O. DEBT RATIO (95% VALUATION) = | \$ 2,016,208 | / | \$ 41,230,000 | = | 4.89% |
| DEBT RATIO WITHOUT FUTURE OBLIGATIONS | | | | | |
| G.O. DEBT RATIO (95% VALUATION) = | \$ 1,569,713 | / | \$ 41,230,000 | = | 3.81% |

- NOTES:
- 1) TRAIL IMPROVEMENTS WITHIN OUTLOT "A" WILL BE CONSTRUCTED WITH PHASE 1. TRAIL IMPROVEMENTS WITHIN OUTLOT "E" WILL BE CONSTRUCTED WITH PHASE 2. TRAIL IMPROVEMENTS WITHIN OUTLOT "C" & "D" WILL BE CONSTRUCTED WHEN THE DISTRICT IS FISCALLY ABLE.
- 2) S 114TH STREET ABUTTING PHASE 1 WILL BE CONSTRUCTED WITH PHASE 2. CONNECTION TO S 114TH STREET FROM SUNBURST DRIVE WILL NOT BE MADE UNTIL SUCH TIME AS S 114TH STREET HAS BEEN CONSTRUCTED.

AU

REVISION LOG:

- 3/21/17 Changed multiple unit prices to reflect results of recent bid lettings
- 1) WEST TRAIL CONNECTION TO PUD IN PHASE 2. EAST TRAIL CONNECTION IN PHASE 3. OUTLOT "C" & "D" TRAILS WILL BE COMPLETED WHEN THE DISTRICT IS FISCALLY ABLE
- 3/21/17 Reduced the contingency from 5% to 2% for the interior improvements
- 3/21/17 Deleted cost of new pedestrian bridge, will use existing farm creek crossing instead
- 3/21/17 Deleted "Future Park Fees"
- 3/21/2017 Raised home price to \$350,000 and used 95% of sale price as valuation
- 3/21/17 Moved 114th Street improvement costs to Phase 2, Sarpy County lead so shown as straight contribution by Sumtur Crossing
- 3/21/17 Changed 1/2 of the street along south boundary to be a future reimbursable when the property to the south is developed
- 3/21/17 Reduced total lot count to 319 due to 3:1 + 20' creek conflicts
- 3/21/17 PORTIONS OF G.O. PAVING, STORM SEWER & TRAIL MOVED TO SPECIAL ASSESSMENTS TO REACH 4% G.O. DEBT FOR ENTIRE PROJECT
- 4/17/17 Deferred 108th Street improvements until White Hamilton parcel is developed
- 4/17/17 Deferred Schram Road third lane, sidewalk, trail, decorative lights and decorative fencing. Reimburse for obligation of current Schram Road improvements (2 lanes)
- 5/5/17 Updated for revised submittal lots based upon City Comments and quantity changes
- 6/19/17 Update for meeting 6/14/17 - moved north section 108th to Phase 2 construction, revised Whitewater timing east of 110th, Updated trails and moved to future, reflected carry cost of reimburse
- 7/17/17 Updated for City of Papillion comments dated 7/10/2017 - Clarified Whitewater Drive costs, removed 100% valuation debt calcs, added debt calc with future GO
- 9/11/17 Revised estimate for final plat including original Phase 1 and Villa section from previous Phase 2
- 10/18/17 Revised per City of Papillion comments, moved Whitewater Costs, updated timing of trail costs, moved timing of S 114th
- 11/03/17 Added 1% Admin Fee, adjusted unit prices based upon recent bids
- 12/16/17 Removed area south of channel from Phase 1 final plat.
- 01/16/2018 Revised to include 3 phases, moving villas to a new 2nd phase and balance to 3rd. S 114th now current expense in phase 2
- 02/05/2018 Revised per City of Papillion comments dated 02/01/2018
- 3/22/18 Updated with as bid sanitary, paving and storm sewer numbers
- 3/22/18 Adjusted Capital Facilities Fees to 30% GO and 70% Special
- 5/11/18 Adjustments for City Comments dated 4/13/2018

AV

| PROJECT: SANITARY SEWER (INTERIOR) | | | | | |
|------------------------------------|---|------------------|------|--------------|---------------|
| NO. | ITEM | APPROX. QUANTITY | UNIT | UNIT PRICE | COST |
| 1 | 8 INCH SANITARY SEWER PIPE | 6,964 | L.F. | \$ 27.11 | \$ 188,794.04 |
| 2 | 6 INCH SANITARY SEWER PIPE | 3,804 | L.F. | \$ 30.15 | \$ 114,690.60 |
| 3 | 54 IN. I.D. SANITARY MANHOLE (37) | 465 | V.F. | \$ 445.81 | \$ 207,301.65 |
| 4 | 54 IN. I.D. SANITARY MANHOLE ON EXISTING OUTFALL SEWER () | 0 | V.F. | \$ 500.00 | \$ - |
| 5 | RING RETAINER | 2 | EA | \$ 295.53 | \$ 591.06 |
| 6 | SIPHON | 1 | L.S. | \$ 68,944.81 | \$ 68,944.81 |
| 7 | SEDIMENT BASIN MAINTENANCE | 1 | L.S. | \$ 10,000.00 | 10,000 |
| | | | | | |
| | MISCELLANEOUS (+2%) | 1 | L.S. | 2% | \$ 11,807.00 |
| | | | | | |
| TOTAL ESTIMATED CONSTRUCTION COST: | | | | | \$ 602,130.00 |

| | |
|----------------------------|-------------|
| NOTES: | |
| 1) TOTAL SID COSTS @ 38% - | \$830,940 |
| 2) G.O. COSTS | |
| | |
| SEDIMENT BASIN MAINTENANCE | \$14,080.00 |

| PROJECT: PAVING (INTERIOR RESIDENTIAL) | | | | | |
|--|---|------------------|------|------------|------------|
| NO. | ITEM | APPROX. QUANTITY | UNIT | UNIT PRICE | COST |
| | MOBILIZATION | 1 | LS | 5,000.00 | \$ 5,000 |
| | BARRICADING | 1 | LS | 2,500.00 | \$ 2,500 |
| | CONSTRUCT 7" P.C.C. PAVEMENT WITH INTEGRAL CURB | 22,875 | SY | 35.14 | \$ 803,828 |
| | CONSTRUCT 9" P.C.C. PAVEMENT WITH INTEGRAL CURB | 415 | SY | 55.65 | \$ 23,095 |
| | EARTHWORK (SUBGRADE PREP) | 7,763 | CY | 3.34 | \$ 25,928 |
| | SAWCUT AND REMOVE 2' CURB AND GUTTER | 190 | LF | 10.47 | \$ 1,989 |
| | DRILL AND DOWELL 18" NO. 5 BARS, 48" O.C. | 44 | EA | 8.00 | \$ 352 |
| | ADJUST MANHOLE TO GRADE | 38 | EA | 252.08 | \$ 9,579 |
| | CONSTRUCT STREET SIGN NAMES AND POST | 10 | EA | 763.98 | \$ 7,640 |
| | CONSTRUCT CONCRETE HEADER | 25 | LF | 15.19 | \$ 380 |
| | CONSTRUCT END OF ROAD MARKERS | 3 | EA | 173.48 | \$ 520 |
| | | | | | |
| | MISCELLANEOUS (+2%) | 1 | L.S. | 2% | \$ 17,617 |
| | | | | | |
| TOTAL ESTIMATED CONSTRUCTION COST: | | | | | \$ 898,430 |

| | |
|--|---------------------|
| NOTES: | |
| 1) TOTAL DISTRICT COST W/ 38% - | \$ 1,239,840 |
| 2) G.O. ITEMS | |
| 7" PAVING(INTERSECTIONS) | 2,020 SY \$ 99,915 |
| 7" PAVING(OVERWIDTH) | 0 SY \$ - |
| 7" PAVING(OUTLOT FRONTAGE) | 3,020 SY \$ 149,378 |
| 9" PAVING (INTERSECTIONS) | 1 SY \$ 78 |
| CONSTRUCT 9" P.C.C. PAVEMENT WITH INTEGRAL CURB | 415 SF \$ 32,508 |
| EARTHWORK | 1,680 CY \$ 7,900 |
| MARKINGS FOR PEDESTRIAN CROSSINGS | 0 LF \$ - |
| STOP BARS | 0 LF \$ - |
| SINGLE CURB RAMPS | 0 EACH \$ - |
| CURB RAMP INSERTS(2'X2') | 0 SF \$ - |
| STREET SIGNS | 10 EACH \$ 10,754 |
| TRAFFIC CONTROL SIGNS | 0 EACH \$ - |
| SEDIMENT BASIN MAINTENANCE | 0 LS \$ - |
| G.O. TOTAL | \$ 300,540 |
| 3) FUTURE SUNBURST CONNECTION TO S 114TH STREET | |
| 7" PAVING (INTERSECTION) | 146 SY \$ 7,222 |
| 7" PAVING (OUTLOT FRONTAGE) | 165 SY \$ 8,161 |
| 5" PC CONC. WALK ALONG OUTLOT F | 626 SF \$ 3,525 |
| 5" PC CONC. WALK ALONG ALONG LOT 23 (SPECIALLY ASSESSED) | 626 SF \$ 3,525 |
| 7" PAVING (SPECIALLY ASSESSED) | 165 SY \$ 8,161 |
| G.O. TOTAL | \$ 18,908 |
| SPECIALS | \$ 11,686 |
| TOTAL | \$ 30,594 |
| 4) S 114TH STREET BERM | |
| BERMS | 1 LS \$ 3,250 |
| SHRUBS | 1 LS \$ 1,750 |
| TOTAL | \$ 5,000 |

Aw

PROJECT: TRAIL (OUTLOTS "A", "C", "D", & "E")

| NO. | ITEM | APPROX. QUANTITY | UNIT | UNIT PRICE | COST |
|------------------------------------|-----------------------------------|------------------|------|---------------|-------------|
| 1 | 6" P.C. CONCRETE TRAIL (10' WIDE) | 14,050 | SF | \$ 4.00 | \$ 56,200 |
| 2 | EARTHWORK SUBGRADE PREP - TRAIL | 530 | C.Y. | \$ 3.10 | \$ 1,643 |
| 3 | SINGLE CURG RAMPS - TRAIL | 4 | EA | \$ 700.00 | \$ 2,800 |
| 4 | CURB RAMP INSERTS (2'X2') - TRAIL | 64 | SF | \$ 20.00 | \$ 1,280 |
| 5 | MARKINGS FOR PEDESTRIAN CROSSINGS | 80 | LF | \$ 10.00 | \$ 800 |
| 6 | TRAFFIC CONTROL SIGNS | 4 | EA | \$ 250.00 | \$ 1,000 |
| 7 | PEDESTRIAN BRIDGE | 0 | LS | \$ 110,000.00 | \$ - |
| | MISCELLANEOUS (+2%) | 1 | L.S. | 2% | \$ 1,275.00 |
| TOTAL ESTIMATED CONSTRUCTION COST: | | | | | \$ 65,000 |

| | | | | | |
|--|--|----|--------|--------------|----------|
| NOTES: | | | | | |
| 1) TOTAL DISTRICT COST W/ 38% - | | \$ | 89,700 | | |
| 2) G.O. ITEMS | | \$ | 89,700 | | |
| 3) OUTLOT E TRAIL CONNECTION TO PHASE 2 (west of Lot 24) | | \$ | 9,210 | CONSTRUCTION | \$ 6,674 |
| 4) OUTLOT A TRAIL CONNECTION TO PHASE 3 (between Lots 107 & 108) | | \$ | 10,096 | \$ | 7,316 |

PROJECT: ELECTRICAL SERVICE

| NO. | ITEM | APPROX. QUANTITY | UNIT | UNIT PRICE | COST |
|------------------------------------|----------------------------------|------------------|------|------------|---------------|
| 1 | ELECTRICAL SERVICE SINGLE FAMILY | 124 | LOTS | \$1,350.00 | \$ 167,400.00 |
| TOTAL ESTIMATED CONSTRUCTION COST: | | | | | \$ 167,400.00 |

| | | | | | |
|----------------------------------|--|-----------|--|--|--|
| NOTES: | | | | | |
| 1) TOTAL DISTRICT COSTS W/ 32% - | | \$220,968 | | | |

PROJECT: WATER (INTERIOR)

| NO. | ITEM | APPROX. QUANTITY | UNIT | UNIT PRICE | COST |
|------------------------------------|--|------------------|------|--------------|---------------|
| 1 | INSTALL 12" WATER MAIN | 0 | LF | \$ 40.00 | \$ - |
| 2 | INSTALL 8" WATER MAIN | 2,595 | LF | \$ 27.00 | \$ 70,065.00 |
| 1 | INSTALL 6" WATER MAIN | 5,280 | LF | \$ 25.00 | \$ 132,000.00 |
| 2 | FIRE HYDRANT ASSEMBLY (COMPLETE) | 15 | EA | \$ 2,800.00 | \$ 42,000.00 |
| 3 | 8" GATE VALVE AND BOX | 16 | EA | \$ 800.00 | \$ 12,800.00 |
| 4 | PRESSURE TESTING AND DISINFECTION | 1 | LS | \$ 6,000.00 | \$ 6,000.00 |
| 5 | JACK / BORE CASING | 430 | LF | \$ 160.00 | \$ 68,800.00 |
| 6 | LOWER 16" WATER MAIN IN S 114TH RIGHT-OF-WAY AT SUNBURST DRIVE | 1 | LS | \$ 15,000.00 | \$ 15,000.00 |
| 7 | MISC FITTINGS | 1 | LS | \$ 5,000.00 | \$ 5,000.00 |
| | MISCELLANEOUS (+ 2%) | 1 | L.S. | 5% | \$ 17,584.00 |
| TOTAL ESTIMATED CONSTRUCTION COST: | | | | | \$ 369,250.00 |

| | | | | | |
|---------------------------------|--|-----------|--|--|--|
| NOTES: | | | | | |
| 1) TOTAL DISTRICT COST W/ 38% - | | \$509,570 | | | |
| 2) G.O. PORTION RESIDENTIAL | | | | | |
| TOTAL | | \$0 | | | |

Ax

PROJECT: CAPITAL FACILITIES CHARGES

| NO. | ITEM | | APPROX. QUANTITY | UNIT | UNIT PRICE | COST |
|------------------------------------|---------------|--|------------------|-------|-------------|---------------|
| 1 | SINGLE FAMILY | | 124 | LOTS | \$ 2,400.00 | \$ 297,600.00 |
| 2 | OUTLOTS | | 6.800 | ACRES | \$ 6,705.00 | \$ 45,594.00 |
| TOTAL ESTIMATED CONSTRUCTION COST: | | | | | | \$ 343,194.00 |

| | | |
|--|-----------|-----------|
| NOTES: | | |
| 1) TOTAL DISTRICT COST W/ 15% - \$ 394,680 | | |
| SPECIAL ASSES GENERAL OBLIGATION | | |
| RESIDENTIAL | \$276,276 | \$118,404 |
| \$276,276.0 \$118,404.00 | | |

PROJECT: STORM SEWER

| NO. | ITEM | APPROX. QUANTITY | UNIT | UNIT PRICE | COST |
|-----|--|------------------|------|--------------|--------------|
| | MOBILIZATION | 1 | LS | \$ 15,000.00 | \$ 15,000.0 |
| | CONSTRUCT 15" RCP, CLASS III | 360 | LF | 34.81 | \$ 12,531.6 |
| | CONSTRUCT 18" RCP, CLASS III | 1,035 | LF | 40.60 | \$ 42,021.0 |
| | CONSTRUCT 24" RCP, CLASS III | 650 | LF | 52.94 | \$ 34,411.0 |
| | CONSTRUCT 30" RCP, CLASS III | 80 | LF | 67.30 | \$ 5,384.0 |
| | CONSTRUCT 36" RCP, D0.01=1,350 | 2,255 | LF | 85.27 | \$ 192,283.9 |
| | CONSTRUCT 42" RCP, D0.01=1,350 | 190 | LF | 108.87 | \$ 20,685.3 |
| | CONSTRUCT 48" RCP, D0.01=1,350 | 875 | LF | 143.70 | \$ 125,737.5 |
| | CONSTRUCT 54" RCP, D0.01=1,350 | 662 | LF | 176.48 | \$ 116,829.8 |
| | CONSTRUCT 60" STORM SEWER MANHOLE (6) | 43 | VF | 540.31 | \$ 23,233.3 |
| | CONSTRUCT 84" STORM SEWER MANHOLE (3) | 25 | VF | 850.54 | \$ 21,263.5 |
| | CONSTRUCT 96" STORM SEWER MANHOLE (3) | 28 | VF | 1,026.37 | \$ 28,738.4 |
| | CONSTRUCT CURB INLET, TYPE I | 27 | EA | 2,849.49 | \$ 76,936.2 |
| | CONSTRUCT CURB INLET, TYPE III | 17 | EA | 2,849.49 | \$ 48,441.3 |
| | CONSTRUCT CURB INLET, TYPE III W/ ADDITIONAL REINFORCEMENT | 1 | EA | 4,348.72 | \$ 4,348.7 |
| | CONSTRUCT 48" AREA INLET, TYPE II | 1 | EA | 2,486.90 | \$ 2,486.9 |
| | CONSTRUCT 60" AREA INLET, TYPE II | 1 | EA | 3,174.68 | \$ 3,174.7 |
| | CONSTRUCT 24" RCP FLARED END SECTION | 1 | EA | 1,653.58 | \$ 1,653.6 |
| | CONSTRUCT 42" RCP FLARED END SECTION | 1 | EA | 2,313.68 | \$ 2,313.7 |
| | CONSTRUCT 54" RCP FLARED END SECTION | 1 | EA | 2,973.36 | \$ 2,973.4 |
| | CONNECT TO EXISTING STORM SEWER | 2 | LS | 902.98 | \$ 1,806.0 |
| | CONSTRUCT AREA INLET PROTECTION | 2 | EA | 278.51 | \$ 557.0 |
| | EARTHWORK EMBANKMENT - AROUND AREA INLET | 10 | CY | \$ 37.97 | \$ 379.7 |
| | SEDIMENT BASIN MAINTENANCE (BY OTHERS) | 1 | LS | \$ 40,000.00 | \$ 40,000.0 |
| | | | | | |
| | MISCELLANEOUS (+ 2%) | 1 | L.S. | 2% | \$ 16,464.00 |
| | TOTAL ESTIMATED CONSTRUCTION COST: | | | | \$ 839,660 |

| | | |
|--|--|--|
| NOTES: | | |
| 1) TOTAL DISTRICT COST W/ .38% - \$1,158,740 | | |
| Subtract over 48" Pipe Difference \$29,760 | | |
| 2) GENERAL OBLIGATION \$1,128,980 | | |

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

PHONE: (402) 895-4700
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EXHIBIT G

EXHIBIT G - SUMMARY OF ESTIMATED CONSTRUCTION COSTS

PROJECT :
DEVELOPER:
AREA (ACRES):
JURISDICTION:
DATE:
ESTIMATED BY:
PROJECT NO.:

SUMTUR CROSSING
BOYER YOUNG
158.23
PAPILLION
05/11/18
WESTERGARD
P2016.420.001

ZONING:

REVISED: ZETTERMAN

SINGLE FAMILY
VILLAS
OUTLOTS

0 UNITS
23 UNITS
5 LOTS

LOTS 125-147
18.4 AC

SUMTUR CROSSING - TOTAL - PHASE 1 FINAL PLAT AND FUTURE FINAL PLATS

| ITEM | CONSTRCT. | TOTAL | PRIVATE or | SPECIAL | G.O. | G.O. | FUTURE |
|--|--------------|--------------|------------|------------|--------------|--------------|------------|
| | | | BY OTHERS | | | | |
| SANITARY SEWER (INTERIOR) | \$ 128,770 | \$ 177,710 | | \$ 163,360 | | \$ 14,350 | |
| PAVING (INTERIOR) | \$ 196,820 | \$ 271,620 | | \$ 140,450 | | \$ 131,170 | |
| PAVING (SUNBURST DRIVE) | \$ 22,169 | \$ 30,594 | | \$ 11,686 | | \$ 18,908 | |
| PAVING (S 114TH STREET W/ SUNBURST DRIVE EXT.) | \$ 940,441 | \$ 1,298,368 | | | \$ 959,595 | \$ 338,773 | |
| PAVING (S 114TH STREET FUTURE THIRD LANE) | \$ 337,200 | \$ 465,540 | | | | | \$ 465,540 |
| PAVING (WHITEWATER DRIVE) | \$ 139,010 | \$ 191,840 | | \$ 26,250 | \$ 81,050 | \$ 84,540 | |
| TRAIL (WESTERN CONNECTION BETWEEN PH. 1 & PH. 2) | \$ 157,630 | \$ 217,530 | | | | \$ 217,530 | |
| TRAIL (EASTERN CONNECTION BETWEEN PH. 1 & PH. 3) | \$ 99,450 | \$ 137,250 | | | | | \$ 137,250 |
| WATER (INTERIOR) | \$ 56,690 | \$ 78,240 | | \$ 78,240 | | | |
| CAPITAL FACILITIES CHARGES | \$ 178,572 | \$ 205,360 | | \$ 102,680 | | \$ 102,680 | |
| 1% ADMINISTRATIVE FEE | \$ 18,222 | \$ 21,866 | | \$ 10,933 | | \$ 10,933 | |
| UNDERGROUND ELECTRICAL | \$ 31,050 | \$ 40,986 | | \$ 40,986 | | \$ - | |
| STORM SEWER | \$ 180,640 | \$ 249,290 | | | | \$ 249,290 | |
| TOTALS | \$ 2,478,196 | \$ 3,374,507 | \$ - | \$ 562,899 | \$ 1,040,645 | \$ 1,168,173 | \$ 602,790 |

SPECIALS SINGLE FAMILY
PRIVATE/BY OTHERS/FUTURE COST
TOTAL COST
PER UNIT COST

\$ 562.899
\$ -
\$ 562.899
\$ 24.474

| | | | | |
|--|--------------|---------------|---------------|-------------|
| VALUATION: VILLAS | 23 S.F. @ | \$ 280,000.00 | = | \$6,440,000 |
| | | | TOTAL | \$6,440,000 |
| DEBT RATIO WITH FUTURE OBLIGATIONS | | | | |
| G.O. DEBT RATIO (95% VALUATION) = | \$ 1,770,963 | / | \$ 6,118,000 | = 28.95% |
| DEBT RATIO WITHOUT FUTURE OBLIGATIONS | | | | |
| G.O. DEBT RATIO (95% VALUATION) = | \$ 1,168,173 | / | \$ 6,118,000 | = 19.09% |
| CUMULATIVE DEBT RATIO WITH FUTURE OBLIGATIONS INCLUDING PHASE 1 | | | | |
| G.O. DEBT RATIO (95% VALUATION) = | \$ 4,746,766 | / | \$ 47,348,000 | = 10.03% |
| CUMULATIVE DEBT RATIO WITHOUT FUTURE OBLIGATIONS INCLUDING PHASE 1 | | | | |
| G.O. DEBT RATIO (95% VALUATION) = | \$ 2,737,886 | / | \$ 47,348,000 | = 5.78% |

- NOTES:
- 1) WEST TRAIL & BRIDGE IMPROVEMENTS TO BE COMPLETED WITH PHASE 2
- 2) S 114TH STREET TO BE LED BY SID AND CONSTRUCTED WITH PHASE 2 IMPROVEMENTS, SUNBURST DRIVE CONNECTION TO BE CONSTRUCTED AT SAME TIME. SPECIALLY ASSESSED PORTION OF SUNBURST DRIVE CONNECTION HAS BEEN PAID WITH PHASE 1 ASSESSMENTS
- 3) WHITEWATER DRIVE FROM S 114TH STREET TO THE INTERSECTION WITH S 113TH STREET TO BE CONSTRUCTED WITH PHASE 2. SIDEWALK ON SOUTH SIDE OF WHITEWATER TO BE CONSTRUCTED IN THE FUTURE BY FUTURE DEVELOPMENT
- 4) S 114TH STREET TO BE SPLIT 50% COUNTY, 25% BY SUMTUR CROSSING AND 25% BY FUTURE DEVELOPMENT TO THE WEST. SUMTUR CROSSING AND THE DEVELOPMENT TO THE WEST WILL BE RESPONSIBLE FOR SHARING THE COST OF A FUTURE 3RD LANE ON S 114th.
- 5) S 114TH STREET FUTURE 3RD LANE SPLIT 50:50 WITH THE DUBOIS PROPERTY TO THE WEST

A2

REVISION LOG:

- 3/21/17 Changed multiple unit prices to reflect results of recent bid lettings
- 3/21/17 Changed the Sumtur Crossing contribution percentage for 108th Street improvements to 20%
- 3/21/17 Reduced the contingency from 5% to 2% for the interior improvements
- 3/21/17 Deleted cost of new pedestrian bridge, will use existing farm creek crossing instead
- 3/21/17 Deleted "Future Park Fees"
- 3/21/2017 Raised home price to \$350,000 and used 95% of sale price as valuation
- 3/21/17 Moved 114th Street improvement costs to Phase 2, Sarpy County lead so shown as straight contribution by Sumtur Crossing
- 3/21/17 Changed 1/2 of the street along south boundary to be a future reimbursable when the property to the south is developed
- 3/21/17 Rreduced total lot count to 319 due to 3:1 + 20' creek conflicts
- 3/21/17 PORTIONS OF G.O. PAVING, STORM SEWER & TRAIL MOVED TO SPECIAL ASSESSMENTS TO REACH 4% G.O. DEBT FOR ENTIRE PROJECT
- 4/17/17 Deferred 108th Street improvements until White Hamilton parcel is developed
- 4/17/17 Deferred Schram Road third lane, sidewalk, trail, decorative lights and decorative fencing. Reimburse for oblication of current Schram Road improvements (2 lanes)
- 5/5/17 Updated for revised submittal lots based upon City Comments and quantity changes
- 6/19/17 Update for meeting 6/14/17 - moved north section 108th to Phase 2 construction, revised Whitewater timing east of 110th, Updated trails and moved to future, reflected carry cost of reimburse
- 7/17/17 Updated for City of Papillion comments dated 7/10/2017 - Clarified Whitewater Drive costs, removed 100% valuation debt calcs, added debt calc with future GO
- 9/11/17 Revised estimate for final plat including origninal Phase 1 and Villa section from previous Phase 2
- 10/18/17 Revised per City of Papillion comments, moved Whitewater Costs, updated timing of trail costs, moved timing of S 114th
- 11/03/17 Added 1% Admin Fee, adjusted unit prices based upon recent bids
- 12/16/17 Removed area south of channel from Phase 1 final plat.
- 01/16/2018 Revised to include 3 phases, moving villas to a new 2nd phase and balance to 3rd. S 114th now current expense in phase 2
- 02/05/2018 Revised per City of Papillion comments dated 02/01/2018
- 5/11/18 Adjustments for City Comments dated 4/13/2018

Ba

| PROJECT: SANITARY SEWER (INTERIOR) | | | | | |
|------------------------------------|---|------------------|------|--------------|---------------|
| NO. | ITEM | APPROX. QUANTITY | UNIT | UNIT PRICE | COST |
| 1 | 8 INCH SANITARY SEWER PIPE | 1,415 | L.F. | \$ 32.00 | \$ 45,280.00 |
| 2 | 6 INCH SANITARY SEWER PIPE | 510 | L.F. | \$ 31.00 | \$ 15,810.00 |
| 3 | 54 IN. I.D. SANITARY MANHOLE (9) | 120 | V.F. | \$ 405.00 | \$ 48,600.00 |
| 4 | TAP EXISTING SANITARY SEWER MANHOLE (1) | 1 | EA | \$ 1,500.00 | \$ 1,500.00 |
| 5 | CRUSHED ROCK BEDDING | 75 | TON | \$ 35.00 | \$ 2,625.00 |
| 6 | SIPHON | 0 | L.S. | \$ 80,000.00 | \$ - |
| 7 | SEDIMENT BASIN MAINTENANCE | 1 | L.S. | \$ 10,000.00 | 10,000 |
| | | | | | |
| | MISCELLANEOUS (+2%) | 1 | L.S. | 4% | \$ 4,953.00 |
| | | | | | |
| TOTAL ESTIMATED CONSTRUCTION COST: | | | | | \$ 128,770.00 |

NOTES:

| | | |
|----------------------------|-------------|-----------|
| 1) TOTAL SID COSTS @ 38% - | | \$177,710 |
| | | |
| 2) G.O. COSTS | | |
| SEDIMENT BASIN MAINTENANCE | \$14,350.00 | |

PROJECT: PAVING (INTERIOR RESIDENTIAL)

| NO. | ITEM | APPROX. QUANTITY | UNIT | UNIT PRICE | COST |
|------------------------------------|---|------------------|------|--------------|-------------|
| 1 | 7" P.C. CONCRETE PAVEMENT W/ INT. CURB | 3,885 | S.Y. | \$ 36.00 | \$ 139,860 |
| 2 | 9" P.C. CONCRETE PAVEMENT W/ INT. CURB | 0 | S.Y. | \$ 41.00 | \$ - |
| 3 | EARTHWORK SUBGRADE PREP - ROADS | 1,295 | C.Y. | \$ 4.00 | \$ 5,180 |
| 4 | 5" PC CONC. WALK ALONG OUTLOT FRONTAGES | 5,205 | SF | \$ 3.20 | \$ 16,656 |
| 5 | ADJUST MANHOLE TO GRADE | 8 | EA | \$ 285.00 | \$ 2,280 |
| 6 | SINGLE CURB RAMPS - SIDEWALK | 6 | EA | \$ 350.00 | \$ 2,100 |
| 7 | MARKINGS FOR PEDESTRIAN CROSSINGS | 30 | LF | \$ 10.00 | \$ 300 |
| 8 | STOP BARS | 20 | LF | \$ 5.00 | \$ 100 |
| 9 | CURB RAMP INSERTS(2'X2') - SIDEWALKS | 48 | SF | \$ 20.00 | \$ 960 |
| 10 | STREET SIGNS | 2 | EA | \$ 405.00 | \$ 810 |
| 11 | TRAFFIC CONTROL SIGNS | 4 | EA | \$ 250.00 | \$ 1,000 |
| 12 | SEDIMENT BASIN MAINTENANCE | 1 | LS | \$ 20,000.00 | \$ 20,000 |
| | | | | | |
| | MISCELLANEOUS (+2%) | 1 | L.S. | 4% | \$ 7,570.00 |
| | | | | | |
| TOTAL ESTIMATED CONSTRUCTION COST: | | | | | \$ 196,820 |

| | | |
|---|-------|---------------|
| 1) TOTAL DISTRICT COST W/ 38% - | | \$ 271,620 |
| | | |
| 2) G.O. ITEMS | | |
| 7" PAVING(INTERSECTIONS) | 205 | SY \$ 10,592 |
| 7" PAVING(OVERWIDTH) | 0 | SY \$ - |
| 7" PAVING(OUTLOT FRONTAGE) | 1,120 | SY \$ 57,867 |
| 9" PAVING (INTERSECTIONS) | 0 | SY \$ - |
| 5" PC CONC. WALK ALONG OUTLOT FRONTAGES | 5,205 | SF \$ 23,905 |
| EARTHWORK | 442 | CY \$ 2,536 |
| MARKINGS FOR PEDESTRIAN CROSSINGS | 30 | LF \$ 431 |
| STOP BARS | 20 | LF \$ 144 |
| SINGLE CURB RAMPS | 6 | EACH \$ 3,014 |
| CURB RAMP INSERTS(2'X2') | 48 | SF \$ 1,378 |
| STREET SIGNS | 2 | EACH \$ 1,163 |
| TRAFFIC CONTROL SIGNS | 4 | EACH \$ 1,435 |
| SEDIMENT BASIN MAINTENANCE | 1 | LS \$ 28,704 |
| G.O. TOTAL | | \$ 131,170 |

Bb

PROJECT: PAVING (WHITEWATER DRIVE)

| NO. | ITEM | APPROX. QUANTITY | UNIT | UNIT PRICE | COST |
|-----|---|------------------|------|------------|------------|
| 1 | 8" P.C. CONCRETE PAVEMENT W/ INT. CURB (Whitewater Drive 36' Width) | 2,890 | S.Y. | \$ 39.00 | \$ 112,710 |
| 2 | EARTHWORK SUBGRADE PREP - ROADS | 963 | C.Y. | \$ 4.00 | \$ 3,853 |
| 3 | ADJUST MANHOLE TO GRADE | 2 | EA | \$ 285.00 | \$ 570 |
| 4 | 5" PC CONC. WALK ALONG OUTLOT FRONTAGES, NORTH SIDE ONLY (SEE NOTE) | 3,790 | SF | \$ 3.20 | \$ 12,128 |
| 5 | SINGLE CURB RAMPS | 4 | EA | \$ 350.00 | \$ 1,400 |
| 6 | MARKINGS FOR PEDESTRIAN CROSSINGS | 45 | LF | \$ 10.00 | \$ 450 |
| 7 | STOP BARS | 20 | LF | \$ 5.00 | \$ 100 |
| 8 | CURB RAMP INSERTS(2'X2') | 32 | SF | \$ 20.00 | \$ 640 |
| 9 | STREET SIGNS | 2 | EA | \$ 405.00 | \$ 810 |
| 10 | TRAFFIC CONTROL SIGNS | 4 | EA | \$ 250.00 | \$ 1,000 |
| | MISCELLANEOUS (+4%) | 1 | L.S. | 4% | \$ 5,347 |
| | TOTAL ESTIMATED CONSTRUCTION COST: | | | | \$ 139,010 |

NOTES:

| | | | | | |
|---|-------|------|----|----------|------------|
| 1) TOTAL DISTRICT COST W/ 38% - | | \$ | | 191,840 | |
| 2) NON-REIMBURSABLE G.O. ITEMS | | | | | |
| 8" PAVING(COLLECTOR OVERWIDTH) | 340 | SY | \$ | 19,031 | |
| 8" PAVING(COLLECTOR INTERECTIONS) | 345 | SY | \$ | 19,311 | |
| 8" PAVING(COLLECTOR OUTLOTS) | 485 | SY | \$ | 27,147 | |
| 5" PC CONC. WALKS ALONG OUTLOT FRONTAGES | 2,285 | SF | \$ | 10,494 | |
| EARTHWORK SUBGRADE PREP - ROADS | 390 | CY | \$ | 2,239 | |
| MARKINGS FOR PEDESTRIAN CROSSINGS | 45 | LF | \$ | 646 | |
| STOP BARS | 20 | LF | \$ | 144 | |
| SINGLE CURB RAMPS | 4 | EACH | \$ | 2,009 | |
| CURB RAMP INSERTS(2'X2') | 32 | SF | \$ | 919 | |
| STREET SIGNS | 2 | EACH | \$ | 1,163 | |
| TRAFFIC CONTROL SIGNS | 4 | EACH | \$ | 1,435 | |
| G.O. TOTAL | | | \$ | 84,540 | |
| 3) REMIBURSABLE G.O. SOUTH OF WHITEWATER | | | | | |
| 8" P.C. CONCRETE PAVEMENT W/ INT. CURB (Whitewater Drive 36' Width) | 1,400 | SY | \$ | 39.00 | \$ 54,600 |
| EARTHWORK SUBGRADE PREP - ROADS | 467 | CY | \$ | 4.00 | \$ 1,867 |
| 5" PC CONC. WALK ALONG SOUTH SIDE OF WHITEWATER | 4,200 | SF | \$ | 3.20 | \$ 13,440 |
| MISCELLANEOUS (+4%) | 1 | L.S. | 4% | \$ 2,797 | |
| TOTAL ESTIMATED CONSTRUCTION COST: | | | | | \$ 72,710 |
| TOTAL IMPROVEMENT COST: | | | | | \$ 100,340 |
| TOTAL REIMBURSABLE G.O. COST: | | | | | \$ 81,050 |
| FUTURE COST FOR SIDEWALK ON SOUTH SIDE: | | | | | \$ 19,290 |

Note: Sidewalk on southside of Whitewater to be constructed by future development to the south and is not included in the summation of costs. Sidewalk along the south side of Whitewater does not provide SumTur residents with any needed benefit as there is a sidewalk on the north side and bike lanes on the road itself.

| | | | | |
|---------------|-----------------------------|----|--------|------------|
| 4) COST SPLIT | SID SPECIALLY ASSESSED COST | \$ | 26,250 | |
| | SID NON-REIMBURSABLE COST | \$ | 84,540 | |
| | REIMBURSABLE COST | \$ | 81,050 | \$ 191,840 |

BC

PROJECT: PAVING (114TH STREET)

| NO. | ITEM | APPROX. QUANTITY | UNIT | UNIT PRICE | COST |
|---------|--|------------------|------|--|----------------|
| 1 | Mobilization | 1 | LS | \$ 5,000.00 | \$ 5,000.00 |
| 2 | Traffic Control | 1 | LS | \$ 12,000.00 | \$ 12,000.00 |
| 3 | Clearing & Grubbing | 1 | LS | \$ 15,000.00 | \$ 15,000.00 |
| 4 | Grading/Subgrade Preparation | 1 | LS | \$ 87,500.00 | \$ 87,500.00 |
| 5 | Construct Box Culvert | 125 | LF | \$ 1,400.00 | \$ 175,000.00 |
| 6 | Storm Sewer Improvements | 1 | LS | \$ 110,000.00 | \$ 110,000.00 |
| 7 | Construct 9" P.C.C. Pavement (2 Lane - Curbed Urban Section) | 7,000 | SY | \$ 42.00 | \$ 294,000.00 |
| 8 | Construct 6" P.C.C. Driveway, in place | 2,665 | SF | \$ 5.00 | \$ 13,325.00 |
| 9 | Drill & Grout #5 x 18" Tie Bars @ Ctrs., in place | 8 | EA | \$ 8.00 | \$ 64.00 |
| 10 | Street Signs | 1 | LS | \$ 400.00 | \$ 400.00 |
| 11 | Permanent Pavement Markings | 1 | LS | \$ 9,000.00 | \$ 9,000.00 |
| 12 | 5' Sidewalks | 20,000 | SF | \$ 3.50 | \$ 70,000.00 |
| 13 | Seeding - NDOR mix, in place | 4 | AC | \$ 800.00 | \$ 3,200.00 |
| 14 | Provide & Install Temporary Erosion Control Blanket (N.A.G. SC 150 or equal) | 20,000 | SY | \$ 1.75 | \$ 35,000.00 |
| 15 | Silt Fence, in place | 5,500 | LF | \$ 2.00 | \$ 11,000.00 |
| 16 | Curb Inlet Protection, in place | 10 | EA | \$ 200.00 | \$ 2,000.00 |
| | | | | | |
| | | | | CONSTRUCTION COST SUBTOTAL = | \$ 842,489.00 |
| | | | | CONTINGENCY/INFLATION (10%) = | \$ 84,249.00 |
| | | | | ESTIMATED PROBABLE CONSTRUCTION COST = | \$ 926,740.00 |
| | | | | ESTIMATED R.O.W. ACQUISITION (0 ACRES) = | \$ - |
| | | | | ENGINEERING, STAKING & C.M. (17%) = | \$ 157,546.00 |
| | | | | FISCAL, LEGAL & INTEREST (18%) = | \$ 195,172.00 |
| | | | | ESTIMATED PAVEMENT CONSTRUCTION COST = | \$1,279,460.00 |
| | | | | | |
| NOTE 1) | SUMTUR CROSSING PARTICIPATION (25%) | \$ 319,865 | | | |
| | SARPY COUNTY OR PROPERTY TO THE WEST PARTICIPATION (50%) | \$ 639,730 | | | |
| | PROPERTY TO THE WEST (25%) | \$ 319,865 | | | |
| | | \$ 1,279,460 | | | |

2) FUTURE SUNBURST CONNECTION TO S 114TH STREET

| | | | | |
|--|--------------------------------|-----------|-------------|-----------|
| 7" PAVING (INTERSECTION) | 146 SY | \$ 7,222 | | |
| 7" PAVING (OUTLOT FRONTAGE) | 165 SY | \$ 8,161 | | |
| 5" PC CONC. WALK ALONG OUTLOT F | 626 SF | \$ 3,525 | | |
| 5" PC CONC. WALK ALONG ALONG LOT 23 (SPECIALLY ASSESSED) | 626 SF | \$ 3,525 | | |
| 7" PAVING (SPECIALLY ASSESSED) | 165 SY | \$ 8,161 | | |
| | G.O. TOTAL | \$ 18,908 | G.O. CONST. | \$ 13,701 |
| | SPECIALS * | \$ 11,686 | | |
| | TOTAL | \$ 30,594 | | |
| | * SPECIALS LEVIED WITH PHASE 1 | | | |

PROJECT: PAVING (114TH STREET - FUTURE 3RD LANE)

| NO. | ITEM | APPROX. QUANTITY | UNIT | UNIT PRICE | COST |
|-----|--|------------------|------|--|---------------|
| 1 | Mobilization | 1 | LS | \$ 5,000.00 | \$ 5,000.00 |
| 2 | Traffic Control | 1 | LS | \$ 7,500.00 | \$ 7,500.00 |
| 3 | Clearing & Grubbing | 1 | LS | \$ 5,000.00 | \$ 5,000.00 |
| 4 | Grading/Subgrade Preparation | 1 | LS | \$ 20,000.00 | \$ 20,000.00 |
| 5 | Construct Box Culvert | 0 | LF | \$ 1,400.00 | \$ - |
| 6 | Storm Sewer Improvements | 1 | LS | \$ 55,000.00 | \$ 55,000.00 |
| 7 | Sawcut and Remove Existing Curb and Gutter | 2205 | LF | \$ 10.00 | \$ 22,050.00 |
| 8 | Construct 9" P.C.C. Pavement (1 Lane - Curbed Urban Section Extension) | 3,185 | SY | \$ 42.00 | \$ 133,770.00 |
| 9 | Construct 6" P.C.C. Driveway, in place | 0 | SF | \$ 5.00 | \$ - |
| 10 | Drill & Grout #5 x 18" Tie Bars 48" on Ctrs., in place | 550 | EA | \$ 10.00 | \$ 5,500.00 |
| 11 | Street Signs | 0 | LS | \$ 400.00 | \$ - |
| 12 | Permanent Pavement Markings | 1 | LS | \$ 4,500.00 | \$ 4,500.00 |
| 13 | 5' Sidewalks | 0 | SF | \$ 3.50 | \$ - |
| 14 | Seeding - NDOR mix, in place | 1 | AC | \$ 800.00 | \$ 800.00 |
| 15 | Provide & Install Temporary Erosion Control Blanket (N.A.G. SC 150 or equal) | 7,500 | SY | \$ 1.75 | \$ 13,125.00 |
| 16 | Silt Fence, in place | 2,250 | LF | \$ 3.00 | \$ 6,750.00 |
| 17 | Curb Inlet Protection, in place | 10 | EA | \$ 200.00 | \$ 2,000.00 |
| | | | | | |
| | | | | CONSTRUCTION COST SUBTOTAL = | \$ 280,995.00 |
| | | | | CONTINGENCY/INFLATION (20%) = | \$ 56,199.00 |
| | | | | ESTIMATED PROBABLE CONSTRUCTION COST = | \$ 337,200.00 |
| | | | | ESTIMATED R.O.W. ACQUISITION (0 ACRES) = | \$ - |
| | | | | ENGINEERING, STAKING & C.M. (17%) = | \$ 57,324.00 |
| | | | | FISCAL, LEGAL & INTEREST (18%) = | \$ 71,015.00 |
| | | | | ESTIMATED TOTAL PAVEMENT COST = | \$ 465,540.00 |
| | | | | | |
| | SUMTUR CROSSING PARTICIPATION (50%) | \$ 232,770 | | | |
| | PROPERTY TO THE WEST (50%) | \$ 232,770 | | | |
| | | \$ 465,540 | | | |

Bd

PROJECT: TRAIL (WESTERN CONNECTION BETWEEN PHASE 1 & PHASE 2 & OUTLOT "E")

| NO. | ITEM | APPROX. QUANTITY | UNIT | UNIT PRICE | COST |
|------------------------------------|---|------------------|------|---------------|-------------|
| 1 | 6" P.C. CONCRETE TRAIL (10' WIDE) - PHASE 2 | 9,656 | SF | \$ 4.00 | \$ 38,624 |
| 2 | EARTHWORK SUBGRADE PREP - TRAIL | 360 | C.Y. | \$ 3.10 | \$ 1,116 |
| 3 | SINGLE CURG RAMPS - TRAIL | 1 | EA | \$ 700.00 | \$ 700 |
| 4 | CURB RAMP INSERTS (2'X2') - TRAIL | 16 | SF | \$ 20.00 | \$ 320 |
| 5 | MARKINGS FOR PEDESTRIAN CROSSINGS | 30 | LF | \$ 10.00 | \$ 300 |
| 6 | TRAFFIC CONTROL SIGNS | 2 | EA | \$ 250.00 | \$ 500 |
| 7 | PEDESTRIAN BRIDGE | 1 | LS | \$ 110,000.00 | \$ 110,000 |
| | MISCELLANEOUS (+4%) | 1 | L.S. | 4% | \$ 6,063.00 |
| TOTAL ESTIMATED CONSTRUCTION COST: | | | | | \$ 157,630 |

NOTES:

| | |
|---------------------------------|------------|
| 1) TOTAL DISTRICT COST W/ 38% - | \$ 217,530 |
| 2) G.O. ITEMS | \$ 217,530 |
| | |
| | |

PROJECT: TRAIL (EASTERN CONNECTION BETWEEN PHASE 1 & PHASE 3)

| NO. | ITEM | APPROX. QUANTITY | UNIT | UNIT PRICE | COST |
|------------------------------------|---|------------------|------|--------------|-------------|
| 1 | 6" P.C. CONCRETE TRAIL (10' WIDE) - PHASE 2 | 15,500 | SF | \$ 4.00 | \$ 62,000 |
| 2 | EARTHWORK SUBGRADE PREP - TRAIL | 580 | C.Y. | \$ 3.10 | \$ 1,798 |
| 3 | SINGLE CURG RAMPS - TRAIL | 1 | EA | \$ 700.00 | \$ 700 |
| 4 | CURB RAMP INSERTS (2'X2') - TRAIL | 16 | SF | \$ 20.00 | \$ 320 |
| 5 | MARKINGS FOR PEDESTRIAN CROSSINGS | 30 | LF | \$ 10.00 | \$ 300 |
| 6 | TRAFFIC CONTROL SIGNS | 2 | EA | \$ 250.00 | \$ 500 |
| 7 | MODIFICATIONS TO EXISTING PEDESTRIAN BRIDGE (RAILINGS, SURFACING, ETC.) | 1 | LS | \$ 30,000.00 | \$ 30,000 |
| | MISCELLANEOUS (+4%) | 1 | L.S. | 4% | \$ 3,825.00 |
| TOTAL ESTIMATED CONSTRUCTION COST: | | | | | \$ 99,450 |

NOTES:

| | |
|---------------------------------|------------|
| 1) TOTAL DISTRICT COST W/ 38% - | \$ 137,250 |
| 2) G.O. ITEMS | \$ 137,250 |
| | |

PROJECT: ELECTRICAL SERVICE

| NO. | ITEM | APPROX. QUANTITY | UNIT | UNIT PRICE | COST |
|------------------------------------|----------------------------------|------------------|------|------------|--------------|
| 1 | ELECTRICAL SERVICE SINGLE FAMILY | 23 | LOTS | \$1,350.00 | \$ 31,050.00 |
| TOTAL ESTIMATED CONSTRUCTION COST: | | | | | \$ 31,050.00 |

NOTES:

| | |
|----------------------------------|----------|
| 1) TOTAL DISTRICT COSTS W/ 32% - | \$40,986 |
| | |

PROJECT: WATER (INTERIOR)

| NO. | ITEM | APPROX. QUANTITY | UNIT | UNIT PRICE | COST |
|------------------------------------|-----------------------------------|------------------|------|-------------|--------------|
| 1 | INSTALL 12" WATER MAIN | 0 | LF | \$ 40.00 | \$ - |
| 2 | INSTALL 8" WATER MAIN | 755 | LF | \$ 27.00 | \$ 20,385.00 |
| 1 | INSTALL 6" WATER MAIN | 575 | LF | \$ 25.00 | \$ 14,375.00 |
| 2 | FIRE HYDRANT ASSEMBLY (COMPLETE) | 3 | EA | \$ 2,800.00 | \$ 8,400.00 |
| 3 | 8" GATE VALVE AND BOX | 3 | EA | \$ 800.00 | \$ 2,400.00 |
| 4 | PRESSURE TESTING AND DISINFECTION | 1 | LS | \$ 2,000.00 | \$ 2,000.00 |
| 5 | JACK / BORE CASING | 40 | LF | \$ 160.00 | \$ 6,400.00 |
| 6 | MISC FITTINGS | 1 | LS | \$ 1,000.00 | \$ 1,000.00 |
| | MISCELLANEOUS (+ 5%) | 1 | L.S. | 5% | \$ 1,729.00 |
| TOTAL ESTIMATED CONSTRUCTION COST: | | | | | \$ 56,690.00 |

NOTES:

| | |
|---------------------------------|----------|
| 1) TOTAL DISTRICT COST W/ 38% - | \$78,240 |
| 2) G.O. PORTION RESIDENTIAL | |
| | |
| TOTAL | \$0 |

PROJECT: CAPITAL FACILITIES CHARGES

| NO. | ITEM | APPROX. QUANTITY | UNIT | UNIT PRICE | COST |
|-----|---------------|------------------|-------|-------------|---------------|
| 1 | SINGLE FAMILY | 23 | LOTS | \$ 2,400.00 | \$ 55,200.00 |
| 2 | OUTLOTS | 18.40 | ACRES | \$ 6,705.00 | \$ 123,372.00 |
| | | | | | |

Be

| | | | |
|--|--------------|--------------|---------------|
| TOTAL ESTIMATED CONSTRUCTION COST: | | | \$ 178,572.00 |
| NOTES: | | | |
| 1) TOTAL DISTRICT COST W/ 15% - \$ 205,360 | | | |
| SPECIAL ASSES GENERAL OBLIGATION | | | |
| RESIDENTIAL | \$102,680.00 | \$102,680.00 | |
| | | | |
| | | \$102,680.0 | \$102,680.00 |

| | |
|----------|-------------|
| PROJECT: | STORM SEWER |
|----------|-------------|

| NO. | ITEM | APPROX. QUANTITY | UNIT | UNIT PRICE | COST |
|------------------------------------|-----------------------------|------------------|------|--------------|-------------|
| 1 | 15" RCP | 120 | LF | \$ 40.00 | \$ 4,800.0 |
| 2 | 18" RCP | 210 | LF | \$ 45.00 | \$ 9,450.0 |
| 3 | 24" RCP | 120 | LF | \$ 55.00 | \$ 6,600.0 |
| 4 | 30" RCP | 0 | LF | \$ 75.00 | \$ - |
| 5 | 36" RCP | 145 | LF | \$ 97.50 | \$ 14,137.5 |
| 6 | 42" RCP | 345 | LF | \$ 130.00 | \$ 44,850.0 |
| 7 | 48" RCP | 0 | LF | \$ 160.00 | \$ - |
| 8 | 54" RCP | 0 | LF | \$ 180.00 | \$ - |
| 9 | TYPE II AREA INLET | 0 | EA | \$ 3,000.00 | \$ - |
| 10 | TYPE I CURB INLET | 7 | EA | \$ 3,000.00 | \$ 21,000.0 |
| 11 | TYPE III CURB INLET | 5 | EA | \$ 3,000.00 | \$ 15,000.0 |
| 12 | 54" STORM SEWER MANHOLE | 0 | VF | \$ 550.00 | \$ - |
| 13 | 60" STORM SEWER MANHOLE (0) | 0 | VF | \$ 750.00 | \$ - |
| 14 | 72" STORM SEWER MANHOLE | 0 | VF | \$ 950.00 | \$ - |
| 15 | 84" STORM SEWER MANHOLE (0) | 20 | VF | \$ 1,100.00 | \$ 22,000.0 |
| 16 | 96" STORM SEWER MANHOLE (1) | 8 | VF | \$ 1,250.00 | \$ 10,000.0 |
| 17 | 18" RC FES | 0 | EA | \$ 650.00 | \$ - |
| 18 | 24" RC FES | 1 | EA | \$ 850.00 | \$ 850.0 |
| 19 | 30" RC FES | 0 | EA | \$ 1,100.00 | \$ - |
| 20 | 36" RC FES | 1 | EA | \$ 1,450.00 | \$ 1,450.0 |
| 21 | 42" RC FES | 1 | EA | \$ 1,800.00 | \$ 1,800.0 |
| 22 | 48" RC FES | 0 | EA | \$ 2,100.00 | \$ - |
| 23 | 54" RC FES | 0 | EA | \$ 2,500.00 | \$ - |
| 24 | RIP RAP | 50 | TN | \$ 35.00 | \$ 1,750.0 |
| 25 | PCSWPP | 1 | LS | \$ 20,000.00 | \$ 20,000.0 |
| 26 | SEDIMENT BASIN MAINTENANCE | 0 | LS | \$ 15,000.00 | \$ - |
| | | | | | |
| | | | | | |
| | MISCELLANEOUS (+ 4%) | 1 | L.S. | 4% | \$ 6,948.00 |
| TOTAL ESTIMATED CONSTRUCTION COST: | | | | | \$ 180,640 |

| | |
|-----------------------------------|-----------|
| NOTES: | |
| 1) TOTAL DISTRICT COST W/ .38% - | \$249,290 |
| Subtract over 48" Pipe Difference | \$0 |

Bf

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

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

EXHIBIT G

EXHIBIT G - SUMMARY OF ESTIMATED CONSTRUCTION COSTS

| | | | | | |
|---------------|-----------------|--------------------|---------------|-----------|--------------|
| PROJECT : | SUMTUR CROSSING | ZONING: | SINGLE FAMILY | 183 UNITS | LOTS 148-309 |
| DEVELOPER: | BOYER YOUNG | | TOWN HOMES | 0 UNITS | |
| AREA (ACRES): | 158.23 | | OUTLOTS | 6 LOTS | 9.7 AC |
| JURISDICTION: | PAPILLION | | | | |
| DATE: | 05/11/18 | | | | |
| ESTIMATED BY: | WESTERGARD | REVISED: ZETTERMAN | | | |
| PROJECT NO.: | P2016.420.001 | | | | |

SUMTUR CROSSING - TOTAL - PHASE 1 FINAL PLAT AND FUTURE FINAL PLATS

| ITEM | CONSTRCT. | TOTAL | PRIVATE or BY OTHERS | SPECIAL ASSESS. | G.O. REIMBURS. | G.O. NON-REIMB | FUTURE GEN. OBL. |
|--|--------------|--------------|-------------------------|--------------------|-------------------|-------------------|---------------------|
| SANITARY SEWER (INTERIOR) | \$ 898,710 | \$ 1,240,220 | | \$ 1,218,485 | | \$ 21,735 | |
| PAVING (INTERIOR) | \$ 1,509,710 | \$ 2,083,400 | | \$ 1,384,120 | | \$ 699,280 | |
| PAVING (108TH STREET - NORTH OF PORTAGE) | \$ 562,590 | \$ 776,720 | \$ 258,907 | | \$ 258,907 | \$ 258,907 | |
| PAVING (108TH STREET - SOUTH OF PORTAGE) | \$ 584,360 | \$ 877,570 | \$ 585,047 | | | | \$ 292,523 |
| PAVING (SCHRAM RD, 3RD LANE 108TH TO 114TH) | \$ 349,624 | \$ 412,560 | | | | | \$ 412,560 |
| PAVING (SCHRAM RD AMENITIES 108TH TO 114TH) | \$ 291,500 | \$ 343,970 | | | | | \$ 343,970 |
| PAVING (WHITEWATER DRIVE TO S 110TH STREET INT.) | \$ 215,754 | \$ 297,742 | | \$ 96,722 | \$ 121,970 | \$ 79,050 | |
| PAVING (WHITEWATER DRIVE EAST OF S 110TH STREET) | \$ 134,556 | \$ 185,688 | | \$ - | | | \$ 185,688 |
| FUTURE SIGNALIZATION | \$ 440,000 | \$ 616,000 | | | \$ 462,000 | | \$ 154,000 |
| TRAIL (BETWEEN PORTAGE DRIVE & WHITEWATER DRIVE) | \$ 21,450 | \$ 29,610 | | | | \$ - | \$ 29,610 |
| TRAIL (EASTERN CONNECTION PH. 1 to PH. 3) | \$ 99,450 | \$ 137,250 | | | | \$ 137,250 | |
| WATER (INTERIOR) | \$ 499,580 | \$ 689,430 | | \$ 666,246 | | \$ 23,184 | |
| CAPITAL FACILITIES CHARGES | \$ 504,240 | \$ 579,880 | | \$ 583,000 | | \$ (3,120) | |
| 1% ADMINISTRATIVE REVIEW FEE | \$ 62,766 | \$ 75,319 | | \$ 37,659 | | \$ 37,659 | |
| UNDERGROUND ELECTRICAL | \$ 247,050 | \$ 326,106 | | \$ 326,106 | | \$ - | |
| STORM SEWER | \$ 768,740 | \$ 1,060,870 | | \$ - | \$ - | \$ 1,060,870 | |
| TOTALS | \$ 7,190,080 | \$ 9,732,335 | \$ 843,953 | \$ 4,312,339 | \$ 842,877 | \$ 2,314,815 | \$ 1,418,351 |

| | |
|-------------------------------|--------------|
| SPECIALS SINGLE FAMILY | \$ 4,312,339 |
| PRIVATE/BY OTHERS/FUTURE COST | \$ 843,953 |
| TOTAL COST | \$ 4,312,339 |
| PER UNIT COST | \$ 23,565 |

| | | | | | |
|-------------|---------------|------------|-------------|---|---------------|
| VALUATION : | SINGLE FAMILY | 183 S.F. @ | \$350,000 | = | \$ 64,050,000 |
| | TOWNHOME | 0 Units @ | \$280,000 | = | \$ - |
| | | | TOTAL | | \$ 64,050,000 |
| | | | TOTAL @ 95% | | \$ 60,847,500 |

| | |
|--|--------------------------------------|
| DEBT RATIO WITH NON-REIMBURSABLE G.O. ONLY | |
| G.O. DEBT RATIO (95% VALUATION) | \$ 2,314,815 / \$ 60,847,500 = 3.80% |

| | |
|--|--------------------------------------|
| DEBT RATIO WITH NON-REIMBURSABLE G.O. AND FUTURE COSTS INCLUDED: | |
| G.O. DEBT RATIO (95% VALUATION) | \$ 3,733,166 / \$ 60,847,500 = 6.14% |

| | |
|--|---------------------------------------|
| CUMULATIVE NON-REIMBURSABLE G.O. EXPENSES ONLY | |
| G.O. DEBT RATIO (95% VALUATION) | \$ 5,052,702 / \$ 108,195,500 = 4.67% |

| | |
|---|---------------------------------------|
| CUMULATIVE NON-REIMBURSABLE G.O. EXPENSES COMBINED WITH FUTURE G.O. OBLIGATIONS | |
| G.O. DEBT RATIO (95% VALUATION) | \$ 7,025,407 / \$ 108,195,500 = 6.49% |

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NOTES:

- 1) WEST TRAIL CONNECTION TO PUD IN PHASE 2. EAST TRAIL CONNECTION IN PHASE 3. OUTLOT "C" & "D" TRAILS WILL BE COMPLETED WHEN THE DISTRICT IS FISCALLY ABLE
 - 2) WHITEWATER DRIVE PAVING FROM S 113TH STREET TO S 110TH STREET TO BE PAVED WITH PHASE 3 AND COSTS SPLIT BETWEEN N 1/2 SPECIAL ASSESSED ADJACENT LOTS, G.O. ADJACENT OUTLOTS AND FUTURE SOUTH DEVELOPMENT.
 - 3) FUTURE CONSTRUCTION OF WHITEWATER DRIVE EAST OF 110TH TO BE CONSTRUCTED AT A LATER DATE WITH FUTURE EXTENSION OF S 108TH STREET WHEN EAST PROPERTY DEVELOPS. FUTURE COSTS TO BE SPLIT BETWEEN N 1/2 G.O. EXPENSE ADJACENT TO OUTLOTS, INTERSECTIONS & OVERWIDTH, SPECIALLY ASSESSED COSTS. S 1/2 TO BE PAID BY FUTURE DEVELOPMENT TO THE SOUTH. SPECIALLY ASSESSED COSTS TO BE ASSESSED WITH PHASE 3 TO AVOID FUTURE ASSESSMENT OF PRIVATE EXPENSE.
 - 4) WITHOUT FORMAL CONFIRMATION FROM SARPY COUNTY THAT THEY WOULD CARRY THE EAST 1/3 COST OF 108TH STREET NORTH OF PORTAGE DRIVE, THIS EXPENSE IS SHOWN AS G.O. REIMBURSABLE FROM PROPERTY TO THE EAST AS SUMTUR CROSSING WILL CARRY THAT COST. CONSTRUCTION NORTH OF PORTAGE DRIVE TO BE COMPLETED WITH PHASE 2. SOUTH OF PORTAGE DRIVE TO BE CONSTRUCTED WITH FUTURE DEVELOPMENT TO THE EAST.
 - 5) FUTURE WHITEWATER DRIVE CONSTRUCTION TO OCCUR AFTER COMPLETION OF S 108TH STREET EXTENSION TO SOUTH PROPERTY LINE ALL COST SHOWN AS FUTURE COST WITH UNDERSTANDING THAT COST WILL BE SPLIT EQUALLY BETWEEN SUMTUR CROSSING AND PROPERTY TO THE SOUTH
- OTHER
- PARTICIPANTS SHOWN AS A REIMBURSABLE G.O.

REVISION LOG:

- 3/21/17 Changed multiple unit prices to reflect results of recent bid lettings
- 1) WEST TRAIL CONNECTION TO PUD IN PHASE 2. EAST TRAIL CONNECTION IN PHASE 3. OUTLOT "C" & "D" TRAILS WILL BE COMPLETED WHEN THE DISTRICT IS FISCALLY ABLE
- 3/21/17 Reduced the contingency from 5% to 2% for the interior improvements
- 3/21/17 Deleted cost of new pedestrian bridge, will use existing farm creek crossing instead
- 3/21/17 Deleted "Future Park Fees"
- 3/21/2017 Raised home price to \$350,000 and used 95% of sale price as valuation
- 3/21/17 Moved 114th Street improvement costs to Phase 2, Sarpy County lead so shown as straight contribution by Sumtur Crossing
- 3/21/17 Changed 1/2 of the street along south boundary to be a future reimbursable when the property to the south is developed
- 3/21/17 Rreduced total lot count to 319 due to 3:1 + 20' creek conflicts
- 3/21/17 PORTIONS OF G.O. PAVING, STORM SEWER & TRAIL MOVED TO SPECIAL ASSESSMENTS TO REACH 4% G.O. DEBT FOR ENTIRE PROJECT
- 4/28/17 Updated for revised submittal lots and quantities
- 5/5/17 Updated for revised submittal lots based upon City Comments and quantity changes
- 5/8/17 Updated 108th Street cost share based upon updated information from Sarpy County.
- 6/19/17 Update for meeting 6/14/17 - moved north section 108th to Phase 2 construction, revised Whitewater timing east of 110th, Updated trails and moved to future, reflected carry cost of reimburse
- 7/17/17 Updated for City of Papillion comments dated 7/10/2017 - Clarified Whitewater Drive costs, removed 100% valuation debt calcs, added debt calc with future GO, consolidated Schram Road costs, removed Schram Road amenitites on the north side of Schram
- 9/11/17 Revised estimate for final plat including original Phase 1 and Villa section from previous Phase 2
- 01/16/2018 Revised to include 3 phases, moving villas to a new 2nd phase and balance to 3rd. S 114th now current expense in phase 2
- 02/05/2018 Revised per City of Papillion comments dated 02/01/2018
- 5/11/18 Adjustments for City Comments dated 4/13/2018

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| PROJECT: SANITARY SEWER (INTERIOR) | | | | | |
|------------------------------------|--|------------------|------|-------------|---------------|
| NO. | ITEM | APPROX. QUANTITY | UNIT | UNIT PRICE | COST |
| 1 | 8 INCH SANITARY SEWER PIPE | 9,450 | L.F. | \$ 33.00 | \$ 311,850.00 |
| 2 | 6 INCH SANITARY SEWER PIPE | 5,690 | L.F. | \$ 32.00 | \$ 182,080.00 |
| 3 | 54 IN. I.D. SANITARY MANHOLE (55) | 720 | V.F. | \$ 445.81 | \$ 320,983.20 |
| 4 | 54 IN. I.D. SANITARY MANHOLE ON EXISTING OUTFALL SEWER (1) | 15 | V.F. | \$ 700.00 | \$ 10,500.00 |
| 5 | CRUSHED ROCK BEDDING | 300 | TON | \$ 50.00 | \$ 15,000.00 |
| 6 | CONNECT TO EXISTING MANHOLE (1) | 1 | EACH | \$ 500.00 | \$ 500.00 |
| 7 | TEMPORARY SEDIMENT BASIN MAINTENANCE | 2 | EACH | \$ 7,500.00 | \$ 15,000.00 |
| | | | | | |
| | | | | | |
| | MISCELLANEOUS (+ 5%) | 1 | L.S. | 5% | \$ 42,796.00 |
| | | | | | |
| | | | | | |
| | TOTAL ESTIMATED CONSTRUCTION COST: | | | | \$ 898,710.00 |

| | | | | | |
|--|--------------------------------------|---|------|----|-------------|
| NOTES: | | | | | |
| 1) TOTAL SID COSTS @ 38% - \$1,240,220 | | | | | |
| 2) G.O. COSTS | | | | | |
| | TEMPORARY SEDIMENT BASIN MAINTENANCE | 2 | EACH | \$ | 21,735 |
| | TOTAL | | | | \$21,735.00 |

| PROJECT: PAVING (INTERIOR RESIDENTIAL) | | | | | |
|--|---|------------------|------|--------------|--------------|
| NO. | ITEM | APPROX. QUANTITY | UNIT | UNIT PRICE | COST |
| 1 | 7" P.C. CONCRETE PAVEMENT W/ INT. CURB | 28,773 | S.Y. | \$ 36.00 | \$ 1,035,828 |
| 2 | EARTHWORK SUBGRADE PREP - ROADS | 9,591 | C.Y. | \$ 4.00 | \$ 38,364 |
| 3 | ADJUST MANHOLE TO GRADE | 67 | EA | \$ 325.00 | \$ 21,775 |
| 4 | 5" P.C. CONCRETE SIDEWALK ALONG OUTLOTS | 400 | SF | \$ 3.25 | \$ 1,300 |
| 5 | SINGLE CURB RAMPS | 42 | EA | \$ 10.47 | \$ 440 |
| 6 | MARKINGS FOR PEDESTRIAN CROSSINGS | 320 | LF | \$ 8.00 | \$ 2,560 |
| 7 | STOP BARS | 180 | LF | \$ 252.08 | \$ 45,374 |
| 8 | CURB RAMP INSERTS(2'X2') | 336 | SF | \$ 763.98 | \$ 256,697 |
| 9 | STREET SIGNS | 18 | EA | \$ 15.19 | \$ 273 |
| 10 | TRAFFIC CONTROL SIGNS | 30 | EA | \$ 173.48 | \$ 5,204 |
| 11 | SEDIMENT BASIN MAINTENANCE | 2 | LS | \$ 15,000.00 | \$ 30,000 |
| | | | | | |
| | | | | | |
| | MISCELLANEOUS (+ 5%) | 1 | L.S. | 5% | \$ 71,891.00 |
| | | | | | |
| | TOTAL ESTIMATED CONSTRUCTION COST: | | | | \$ 1,509,710 |

| | | | | | |
|--|---|-------|------|----|---------|
| NOTES: | | | | | |
| 1) TOTAL DISTRICT COST W/ 38% - \$ 2,083,400 | | | | | |
| 2) G.O. ITEMS | | | | | |
| | 7" PAVING(INTERSECTIONS) | 3,660 | SY | \$ | 190,920 |
| | 7" PAVING(OVERWIDTH) | 0 | SY | \$ | - |
| | 7" PAVING(OUTLOT FRONTAGE) | 110 | SY | \$ | 5,738 |
| | 5" P.C. CONCRETE SIDEWALK ALONG OUTLOTS | 400 | SF | \$ | 1,884 |
| | EARTHWORK | 1,257 | CY | \$ | 7,284 |
| | MARKINGS FOR PEDESTRIAN CROSSINGS | 320 | LF | \$ | 3,709 |
| | STOP BARS | 180 | LF | \$ | 65,748 |
| | SINGLE CURB RAMPS | 42 | EACH | \$ | 637 |
| | CURB RAMP INSERTS(2'X2') | 336 | SF | \$ | 371,954 |
| | STREET SIGNS | 18 | EACH | \$ | 396 |
| | TRAFFIC CONTROL SIGNS | 30 | EACH | \$ | 7,541 |
| | SEDIMENT BASIN MAINTENANCE | 2 | LS | \$ | 43,470 |
| | | | | | |
| | G.O. TOTAL | | | \$ | 699,280 |

| PROJECT: TRAIL (BETWEEN PORTAGE DRIVE & WHITEWATER DRIVE) | | | | | |
|---|------------------------------------|------------------|------|------------|-------------|
| NO. | ITEM | APPROX. QUANTITY | UNIT | UNIT PRICE | COST |
| 1 | 6" P.C. CONCRETE TRAIL (10' WIDE) | 5,300 | SF | \$ 3.20 | \$ 16,960 |
| 2 | EARTHWORK SUBGRADE PREP - TRAIL | 200 | C.Y. | \$ 3.10 | \$ 620 |
| 3 | SINGLE CURG RAMPS - TRAIL | 2 | EA | \$ 700.00 | \$ 1,400 |
| 4 | CURB RAMP INSERTS (2'X2') - TRAIL | 32 | SF | \$ 20.00 | \$ 640 |
| 5 | MARKINGS FOR PEDESTRIAN CROSSINGS | 30 | LF | \$ 10.00 | \$ 300 |
| 6 | TRAFFIC CONTROL SIGNS | 2 | EA | \$ 250.00 | \$ 500 |
| | | | | | |
| | MISCELLANEOUS (+5%) | 1 | L.S. | 5% | \$ 1,021.00 |
| | | | | | |
| | TOTAL ESTIMATED CONSTRUCTION COST: | | | | \$ 21,450 |

| | | | | | |
|---|--|--|--|--|--|
| NOTES: | | | | | |
| 1) TOTAL DISTRICT COST W/ 38% - \$ 29,610 | | | | | |
| 2) G.O. ITEMS \$ 29,610 | | | | | |
| 3) TRAIL BETWEEN PORTAGE DRIVE AND WHITEWATER DRIVE IS THE EXTENSION OF THE WEST CONNECTION BETWEEN PHASES 1 & 2 THAT CONTINUES SOUTH | | | | | |

Bi

PROJECT: TRAIL (EASTERN CONNECTION BETWEEN PHASE 1 & PHASE 3)

| NO. | ITEM | APPROX. QUANTITY | UNIT | UNIT PRICE | COST |
|-----|---|------------------|------|--------------|-------------|
| 1 | 6" P.C. CONCRETE TRAIL (10' WIDE) - PHASE 2 | 15,500 | SF | \$ 4.00 | \$ 62,000 |
| 2 | EARTHWORK SUBGRADE PREP - TRAIL | 580 | C.Y. | \$ 3.10 | \$ 1,798 |
| 3 | SINGLE CURG RAMPS - TRAIL | 1 | EA | \$ 700.00 | \$ 700 |
| 4 | CURB RAMP INSERTS (2'X2') - TRAIL | 16 | SF | \$ 20.00 | \$ 320 |
| 5 | MARKINGS FOR PEDESTRIAN CROSSINGS | 30 | LF | \$ 10.00 | \$ 300 |
| 6 | TRAFFIC CONTROL SIGNS | 2 | EA | \$ 250.00 | \$ 500 |
| 7 | MODIFICATIONS TO EXISTING PEDESTRIAN BRIDGE (RAILINGS, SURFACING, ETC.) | 1 | LS | \$ 30,000.00 | \$ 30,000 |
| | MISCELLANEOUS (+4%) | 1 | L.S. | 4% | \$ 3,825.00 |
| | TOTAL ESTIMATED CONSTRUCTION COST: | | | | \$ 99,450 |

| | |
|---------------------------------|------------|
| NOTES: | |
| 1) TOTAL DISTRICT COST W/ 38% - | \$ 137,250 |
| 2) G.O. ITEMS | \$ 137,250 |

PROJECT: PAVING (WHITEWATER DRIVE)

| NO. | ITEM | APPROX. QUANTITY | UNIT | UNIT PRICE | COST |
|-----|---|------------------|------|------------|------------|
| 1 | 8" P.C. CONCRETE PAVEMENT W/ INT. CURB (Whitewater Drive 36' Width) | 8,015 | S.Y. | \$ 39.00 | \$ 312,585 |
| 2 | EARTHWORK SUBGRADE PREP - ROADS | 2,672 | C.Y. | \$ 4.00 | \$ 10,687 |
| 3 | ADJUST MANHOLE TO GRADE | 0 | EA | \$ 285.00 | \$ - |
| 4 | 5" PC CONC. WALK ALONG OUTLOT FRONTAGES, NORTH SIDE ONLY (SEE NOTE) | 1,820 | SF | \$ 3.20 | \$ 5,824 |
| 5 | SINGLE CURB RAMPS | 3 | EA | \$ 350.00 | \$ 1,050 |
| 6 | MARKINGS FOR PEDESTRIAN CROSSINGS | 150 | LF | \$ 10.00 | \$ 1,500 |
| 7 | STOP BARS | 0 | LF | \$ 5.00 | \$ - |
| 8 | CURB RAMP INSERTS(2'X2') | 24 | SF | \$ 20.00 | \$ 480 |
| 9 | STREET SIGNS | 0 | EA | \$ 405.00 | \$ - |
| 10 | TRAFFIC CONTROL SIGNS | 6 | EA | \$ 250.00 | \$ 1,500 |
| | MISCELLANEOUS (+5%) | 1 | L.S. | 5% | \$ 16,682 |
| | TOTAL ESTIMATED CONSTRUCTION COST: | | | | \$ 350,310 |

| | |
|---|------------------|
| NOTES: | |
| 1) TOTAL DISTRICT COST W/ 38% - | \$ 483,430 |
| 2) NON-REIMBURSABLE G.O. ITEMS - PHASE 3 CONSTRUCTION | |
| 8" PAVING(COLLECTOR OVERWIDTH) | 644 SY \$ 36,393 |
| 8" PAVING(COLLECTOR INTERECTIONS) | 480 SY \$ 27,125 |
| 8" PAVING(COLLECTOR OUTLOTS) | 86 SY \$ 4,860 |
| 5" PC CONC. WALKS ALONG OUTLOT FRONTAGES | 380 SF \$ 1,762 |
| EARTHWORK SUBGRADE PREP - ROADS | 403 CY \$ 2,338 |
| MARKINGS FOR PEDESTRIAN CROSSINGS | 150 LF \$ 2,174 |
| STOP BARS | 0 LF \$ - |
| SINGLE CURB RAMPS | 3 EACH \$ 1,521 |
| CURB RAMP INSERTS(2'X2') | 24 SF \$ 696 |
| STREET SIGNS | 0 EACH \$ - |
| TRAFFIC CONTROL SIGNS | 6 EACH \$ 2,174 |
| G.O. TOTAL | \$ 79,050 |

| | | | | | | |
|--|---|--------|------|----|-------|------------|
| 3) REMIBURSABLE G.O. SOUTH OF WHITEWATER - WITH PHASE 3 | | | | | | |
| 8" P.C. CONCRETE PAVEMENT W/INT. CURB (Whitewater Drive 36' Width) | | 2,107 | SY | \$ | 39.00 | \$ 82,173 |
| EARTHWORK SUBGRADE PREP - ROADS | | 702 | CY | \$ | 4.00 | \$ 2,809 |
| 5" PC CONC. WALK ALONG SOUTH SIDE OF WHITEWATER | | 11,330 | SF | \$ | 3.20 | \$ 36,256 |
| | | | | | | |
| | MISCELLANEOUS (+4%) | 1 | L.S. | | 4% | \$ 4,850 |
| | | | | | | |
| | TOTAL ESTIMATED CONSTRUCTION COST: | | | | | \$ 126,090 |
| | TOTAL IMPROVEMENT COST: | | | | | \$ 174,010 |
| | TOTAL REIMBURSABLE G.O. COST: | | | | | \$ 121,970 |
| | FUTURE COST FOR SIDEWALK ON SOUTH SIDE: | | | | | \$ 52,040 |

Note: Sidewalk on southside of Whitewater to be constructed by future development to the south and is not included in the summation of costs. Sidewalk along the south side of Whitewater does not provide SumTur residents with any needed benefit as there is a sidewalk on the north side and bike lanes on the road itself.

| | | | | |
|--|-------|----|-----------------|------------|
| 4) WHITEWATER DRIVE (EAST OF S 110TH STREET - AFTER S 108TH STREET IS CONSTRUCTED) | | | | |
| 8" PAVEMENT SPECIALLY ASSESSED | 0 | SY | \$ | - |
| EARTHWORK SUBGRADE PREP - ROADS - S.A. | 0 | CY | \$ | - |
| 8" PAVEMENT G.O. OVERWIDTH | 656 | SY | \$ | 37,071 |
| 8" PAVEMENT G.O. INTERSECTION | 191 | SY | \$ | 10,794 |
| 8" PAVEMENT G.O. OUTLOTS | 637 | SY | \$ | 35,998 |
| 8" PAVEMENT SOUTH 1/2 REIMBURSABLE G.O. | 1,579 | SY | \$ | 89,231 |
| 5" PC CONC WALKS ALONG OUTLOT FRONTAGES | 1,440 | SF | \$ | 6,677 |
| EARTHWORK SUBGRADE PREP - ROADS - G.O. | 1,021 | CY | \$ | 5,918 |
| | | | FUTURE G.O. TOT | \$ 185,688 |
| | | | S.A. TOTAL | \$ - |

| | | | |
|---------------|---------------------------------------|------------|------------|
| 4) COST SPLIT | SID SPECIALLY ASSESSED COST - PHASE 3 | \$ 96,722 | |
| | SID NON-REIMBURSABLE COST | \$ 79,050 | |
| | REIMBURSABLE COST | \$ 121,970 | \$ 297,742 |

Bj

PROJECT: PAVING (108TH STREET SOUTH OF PORTAGE DRIVE- FUTURE)

| NO. | ITEM | | APPROX. QUANTITY | UNIT | UNIT PRICE | COST |
|-----|--|--|---------------------|------|---------------|---------------|
| 1 | Mobilization | | 1 | LS | \$ 5,000.00 | \$ 5,000.00 |
| 2 | Traffic Control | | 1 | LS | \$ 7,000.00 | \$ 7,000.00 |
| 3 | Clearing & Grubbing | | 1 | LS | \$ 3,500.00 | \$ 3,500.00 |
| 4 | Grading/Subgrade Preparation | | 1 | LS | \$ 17,500.00 | \$ 17,500.00 |
| 5 | Construct 9" P.C.C. Pavement w/ Intergral Curb, in place - 36' Wide | | 8,671 | SY | \$ 36.50 | \$ 316,491.50 |
| 6 | Drill & Grout #5 x 18" Tie Bars @ Ctrs., in place | | 200 | EA | \$ 8.00 | \$ 1,600.00 |
| 7 | Storm Sewer (Allowance) | | 1 | LS | \$ 50,000.00 | \$ 50,000.00 |
| 8 | Box Culvert Extension | | 0 | LF | \$ 1,735.00 | \$ - |
| 9 | 5' wide Concrete Sidewalk on West side | | 10,005 | SF | \$ 3.50 | \$ 35,017.50 |
| 10 | 10' wide Concrete Trail on East side Only | | 20,535 | SF | \$ 3.50 | \$ 71,872.50 |
| 11 | Street Signs | | 2 | LS | \$ 400.00 | \$ 800.00 |
| 12 | Permanent Pavement Markings | | 1 | LS | \$ 7,000.00 | \$ 7,000.00 |
| 13 | Seeding - NDOR mix, in place | | 2.75 | AC | \$ 800.00 | \$ 2,200.00 |
| 14 | Provide & Install Temporary Erosion Control Blanket (N.A.G. SC 150 or equal) | | 3,000 | SY | \$ 1.75 | \$ 5,250.00 |
| 15 | Silt Fence, in place | | 4,000 | LF | \$ 2.00 | \$ 8,000.00 |

| | |
|--|---------------|
| CONSTRUCTION COST SUBTOTAL = | \$ 631,232.00 |
| CONTINGENCY/INFLATION (10%) = | \$ 63,124.00 |
| ESTIMATED PROBABLE CONSTRUCTION COST = | \$ 684,360.00 |
| ESTIMATED R.O.W. ACQUISITION (3.0 ACRES) = | \$ 60,000.00 |
| ENGINEERING, STAKING & C.M. (17%) = | \$ 99,342.00 |
| FISCAL, LEGAL & INTEREST (18%) = | \$ 133,867.00 |
| ESTIMATED TOTAL PROJECT COST = | \$ 877,570.00 |

| | | |
|-------------------------------|-----|------------|
| SUMTUR CROSSING PARTICIPATION | 33% | \$ 292,523 |
| EAST PROPERTY PARTICIPATION | 33% | \$ 292,523 |
| SARPY COUNTY PARTICIPATION | 33% | \$ 292,523 |

PROJECT: PAVING (108TH STREET NORTH OF PORTAGE DRIVE - PHASE 3 ONLY)

| NO. | ITEM | | APPROX. QUANTITY | UNIT | UNIT PRICE | COST |
|-----|--|--|---------------------|------|---------------|---------------|
| 1 | Mobilization | | 1 | LS | \$ 5,000.00 | \$ 5,000.00 |
| 2 | Traffic Control | | 1 | LS | \$ 7,000.00 | \$ 7,000.00 |
| 3 | Clearing & Grubbing | | 1 | LS | \$ 1,500.00 | \$ 1,500.00 |
| 4 | Grading/Subgrade Preparation | | 1 | LS | \$ 7,500.00 | \$ 7,500.00 |
| 5 | Construct 9" P.C.C. Pavement w/ Intergral Curb, in place - 36' Wide | | 2,775 | SY | \$ 36.50 | \$ 101,287.50 |
| 6 | Drill & Grout #5 x 18" Tie Bars @ Ctrs., in place | | 100 | EA | \$ 8.00 | \$ 800.00 |
| 7 | Storm Sewer | | 1 | LS | \$ 35,000.00 | \$ 35,000.00 |
| 8 | Box Culvert Extension | | 180 | LF | \$ 1,735.00 | \$ 312,300.00 |
| 9 | 5' wide Concrete Sidewalk on West side | | 2,920 | SF | \$ 3.50 | \$ 10,220.00 |
| 10 | 10' wide Concrete Trail on East side Only | | 6,080 | SF | \$ 3.50 | \$ 21,280.00 |
| 11 | Street Signs | | 2 | LS | \$ 400.00 | \$ 800.00 |
| 12 | Permanent Pavement Markings | | 1 | LS | \$ 3,000.00 | \$ 3,000.00 |
| 13 | Seeding - NDOR mix, in place | | 1.25 | AC | \$ 800.00 | \$ 1,000.00 |
| 14 | Provide & Install Temporary Erosion Control Blanket (N.A.G. SC 150 or equal) | | 1,000 | SY | \$ 1.75 | \$ 1,750.00 |
| 15 | Silt Fence, in place | | 1,500 | LF | \$ 2.00 | \$ 3,000.00 |

| | |
|--|---------------|
| CONSTRUCTION COST SUBTOTAL = | \$ 511,438.00 |
| CONTINGENCY/INFLATION (10%) = | \$ 51,144.00 |
| ESTIMATED PROBABLE CONSTRUCTION COST = | \$ 562,590.00 |
| ESTIMATED R.O.W. ACQUISITION (3.0 ACRES) = | \$ - |
| ENGINEERING, STAKING & C.M. (17%) = | \$ 95,641.00 |
| FISCAL, LEGAL & INTEREST (18%) = | \$ 118,482.00 |
| ESTIMATED TOTAL PROJECT COST = | \$ 776,720.00 |

| | |
|-------------------------------|------------|
| SUMTUR CROSSING PARTICIPATION | \$ 258,907 |
| EAST PROPERTY PARTICIPATION | \$ 258,907 |
| SARPY COUNTY PARTICIPATION | \$ 258,907 |

BK

PROJECT: PAVING (SCHRAM ROAD 3RD LANE 108TH TO 114TH - FUTURE)

| NO. | ITEM | APPROX. QUANTITY | UNIT | UNIT PRICE | COST |
|--|--|------------------|------|--------------|---------------|
| 1 | 9" PC CONCRETE PAVEMENT | 3340 | SY | \$ 42.00 | \$ 140,280.00 |
| 2 | EARTHWORK (SUBGRADE ADJUSTMENT) | 1120 | CY | \$ 3.00 | \$ 3,360.00 |
| 3 | 5' WIDE CONC. SIDEWALK ON SOUTH SIDE OF SCHRAM | 11550 | SF | \$ 4.00 | \$ 46,200.00 |
| 4 | TRAFFIC CONTROL | 1 | LS | \$ 16,000.00 | \$ 16,000.00 |
| 5 | SEEDING | 1 | LS | \$ 12,000.00 | \$ 12,000.00 |
| 5 | PAVEMENT MARKINGS | 1 | LS | \$ 20,000.00 | \$ 20,000.00 |
| 6 | SIGNAGE | 1 | LS | \$ 5,000.00 | \$ 5,000.00 |
| 7 | STORM SEWER | 1 | LS | \$ 65,000.00 | \$ 65,000.00 |
| 8 | EROSION CONTROL | 1 | LS | \$ 10,000.00 | \$ 10,000.00 |
| CONTRIBUTION COST SUBTOTAL = | | | | | \$ 317,840.00 |
| CONTINGENCY/INFLATION (10%) = | | | | | \$ 31,784.00 |
| ESTIMATED PROBABLE CONSTRUCTION COST = | | | | | \$ 349,624.00 |
| FISCAL, LEGAL & INTEREST (18%) = | | | | | \$ 62,933.00 |
| ESTIMATED TOTAL PROJECT COST = | | | | | \$ 412,560.00 |

PROJECT: PAVING (SCHRAM ROAD AMENITIES 108TH TO 114TH - FUTURE)

| NO. | ITEM | APPROX. QUANTITY | UNIT | UNIT PRICE | COST |
|--|--------------------------|------------------|------|-------------|---------------|
| | | | | | \$ - |
| 1 | DECORATIVE FENCE | 2500 | LF | \$ 85.00 | \$ 212,500.00 |
| 2 | DECORATIVE STREET LIGHTS | 21 | EA | \$ 2,500.00 | \$ 52,500.00 |
| CONTRIBUTION COST SUBTOTAL = | | | | | \$ 265,000.00 |
| CONTINGENCY/INFLATION (10%) = | | | | | \$ 26,500.00 |
| ESTIMATED PROBABLE CONSTRUCTION COST = | | | | | \$ 291,500.00 |
| FISCAL, LEGAL & INTEREST (18%) = | | | | | \$ 52,470.00 |
| ESTIMATED TOTAL PROJECT COST = | | | | | \$ 343,970.00 |

PROJECT: SIGNALIZATION - S 114TH AND SCHRAM AND S 108TH AND SCHRAM - FUTURE

| NO. | ITEM | APPROX. QUANTITY | UNIT | UNIT PRICE | COST |
|--|---|------------------|------|---------------|---------------|
| 1 | TRAFFIC SIGNAL S 108TH STREET AND SCHRAM ROAD | 1 | LS | \$ 200,000.00 | \$ 200,000.00 |
| 2 | TRAFFIC SIGNAL S 114TH STREET AND SCHRAM ROAD | 1 | LS | \$ 200,000.00 | \$ 200,000.00 |
| CONSTRUCTION COST SUBTOTAL = | | | | | \$ 400,000.00 |
| CONTINGENCY/INFLATION (10%) = | | | | | \$ 40,000.00 |
| ESTIMATED PROBABLE CONSTRUCTION COST = | | | | | \$ 440,000.00 |
| SID FEES, TRAFFIC STUDY, ENGINEERING, STAKING & C.M. (40%) = | | | | | \$ 176,000.00 |
| ESTIMATED SIGNAL CONSTRUCTION COST = | | | | | \$ 616,000.00 |
| | SUMTUR CROSSING PARTICIPATION (25%) | \$ 154,000 | | | |
| | ENTITIES AT EACH OTHER CORNER OF THE INTERSECTION (25% * 3 = 75%) | \$ 462,000 | | | |
| | | \$ 616,000 | | | |

PROJECT: ELECTRICAL SERVICE

| NO. | ITEM | APPROX. QUANTITY | UNIT | UNIT PRICE | COST |
|------------------------------------|----------------------------------|------------------|------|------------|-----------|
| 1 | ELECTRICAL SERVICE SINGLE FAMILY | 183 | LOTS | \$1,350.00 | \$247,050 |
| TOTAL ESTIMATED CONSTRUCTION COST: | | | | | \$247,050 |

NOTES:

1) TOTAL DISTRICT COSTS W/ 32% - \$326,106

BI

PROJECT: WATER (INTERIOR)

| NO. | ITEM | | APPROX. QUANTITY | UNIT | UNIT PRICE | COST |
|-----|-----------------------------------|--|---------------------|------|---------------|---------------|
| 1 | INSTALL 12" WATER MAIN | | 400 | LF | \$40.00 | \$16,000 |
| 2 | INSTALL 10" WATER MAIN | | 0 | LF | \$35.00 | \$0 |
| 1 | INSTALL 8" WATER MAIN | | 12,030 | LF | \$ 25.00 | \$ 300,750.00 |
| 2 | FIRE HYDRANT ASSEMBLY (COMPLETE) | | 18 | EA | \$ 2,800.00 | \$ 50,400.00 |
| 3 | 8" GATE VALVE AND BOX | | 14 | EA | \$ 800.00 | \$ 11,200.00 |
| 4 | PRESSURE TESTING AND DISINFECTION | | 1 | LS | \$ 8,600.00 | \$ 8,600.00 |
| 5 | JACK / BORE CASING | | 510 | LF | \$ 160.00 | \$ 81,600.00 |
| 6 | MISC FITTINGS | | 1 | LS | \$ 8,000.00 | \$ 8,000.00 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | MISCELLANEOUS (+ 5%) | | 1 | L.S. | 5% | \$ 23,028.00 |
| | | | | | | |

TOTAL ESTIMATED CONSTRUCTION COST: \$ 499,580.00

| | |
|---|-------------|
| NOTES: | |
| 1) TOTAL DISTRICT COST W/ 38% - | \$689,430 |
| 2) G.O. PORTION RESIDENTIAL - 12" OUTSIDE OF DISTRICT ALONG 108TH | \$23,184.00 |
| | |
| TOTAL | \$0 |

PROJECT: CAPITAL FACILITIES CHARGES

| NO. | ITEM | | APPROX. QUANTITY | UNIT | UNIT PRICE | COST |
|-----|---------------|--|---------------------|-------|---------------|---------------|
| 1 | SINGLE FAMILY | | 183 | LOTS | \$ 2,400.00 | \$ 439,200.00 |
| 2 | OUTLOTS | | 9.70 | ACRES | \$ 6,705.00 | \$ 65,038.50 |
| | | | | | | |

TOTAL ESTIMATED CONSTRUCTION COST: \$ 504,240.00

| | |
|-----------------------------------|---------------------------|
| NOTES: | |
| 1) TOTAL DISTRICT COST W/ 15% - | \$579,880 |
| | |
| SPECIAL ASSESS GENERAL OBLIGATION | |
| RESIDENTIAL | \$289,940.00 \$289,940.00 |
| | |
| | \$289,940.0 \$289,940.00 |

PROJECT: STORM SEWER

| NO. | ITEM | | APPROX. QUANTITY | UNIT | UNIT PRICE | COST |
|-----|-----------------------------|--|---------------------|------|---------------|---------------|
| 1 | 15" RCP | | 375 | LF | \$ 30.00 | \$ 11,250.00 |
| 2 | 18" RCP | | 2,090 | LF | \$ 34.81 | \$ 72,752.90 |
| 3 | 24" RCP | | 1,990 | LF | \$ 40.60 | \$ 80,794.00 |
| 5 | 36" RCP | | 515 | LF | \$ 67.30 | \$ 34,659.50 |
| 6 | 42" RCP | | 620 | LF | \$ 85.27 | \$ 52,867.40 |
| 7 | 48" RCP | | 155 | LF | \$ 108.87 | \$ 16,874.85 |
| 8 | 54" RCP | | 0 | LF | \$ 143.70 | \$ - |
| 9 | TYPE II AREA INLET | | 0 | EA | \$ 176.48 | \$ - |
| 10 | TYPE I CURB INLET | | 34 | EA | \$ 3,300.00 | \$ 112,200.00 |
| 11 | TYPE III CURB INLET | | 20 | EA | \$ 3,300.00 | \$ 66,000.00 |
| 12 | 54" STORM SEWER MANHOLE | | 21 | VF | \$ 1,026.37 | \$ 21,553.77 |
| 13 | 60" STORM SEWER MANHOLE (6) | | 33 | VF | \$ 2,849.49 | \$ 94,033.17 |
| 14 | 72" STORM SEWER MANHOLE | | 33 | VF | \$ 2,849.49 | \$ 94,033.17 |
| 15 | 84" STORM SEWER MANHOLE (0) | | 0 | VF | \$ 4,348.72 | \$ - |
| 16 | 96" STORM SEWER MANHOLE (0) | | 0 | VF | \$ 2,486.90 | \$ - |
| 17 | 18" RC FES | | 0 | EA | \$ 3,174.68 | \$ - |
| 18 | 24" RC FES | | 1 | EA | \$ 1,653.58 | \$ 1,653.58 |
| 19 | 30" RC FES | | 3 | EA | \$ 2,313.68 | \$ 6,941.04 |
| 20 | 36" RC FES | | 1 | EA | \$ 2,973.36 | \$ 2,973.36 |
| 21 | 42" RC FES | | 0 | EA | \$ 902.98 | \$ - |
| 22 | 48" RC FES | | 1 | EA | \$ 278.51 | \$ 278.51 |
| 23 | 54" RC FES | | 0 | EA | \$ 37.97 | \$ - |
| 24 | RIP RAP | | 200 | TN | \$ 30.00 | \$ 6,000.00 |
| 25 | PCSWPP | | 3 | LS | \$ 10,000.00 | \$ 30,000.00 |
| 26 | SEDIMENT BASIN MAINTENANCE | | 0 | LS | \$ 40,000.00 | \$ - |
| | | | | | | |
| | | | | | | |
| | MISCELLANEOUS (+ 5%) | | 1 | L.S. | 5% | \$ 36,607.00 |
| | | | | | | |

TOTAL ESTIMATED CONSTRUCTION COST: \$ 768,740

| | |
|-----------------------------------|-------------|
| NOTES: | |
| 1) TOTAL DISTRICT COST W/ .38% - | \$1,060,870 |
| Subtract over 48" Pipe Difference | \$0 |
| 2) GENERAL OBLIGATION | \$1,060,870 |

Bn

REVISION LOG:

- 3/21/17 Changed multiple unit prices to reflect results of recent bid lettings
- 1) WEST TRAIL CONNECTION TO PUD IN PHASE 2. EAST TRAIL CONNECTION IN PHASE 3. OUTLOT "C" & "D" TRAILS WILL BE COMPLETED WHEN THE DISTRICT IS FISCALLY ABLE
- 3/21/17 Reduced the contingency from 5% to 2% for the interior improvements
- 3/21/17 Deleted cost of new pedestrian bridge, will use existing farm creek crossing instead
- 3/21/17 Deleted "Future Park Fees"
- 3/21/2017 Raised home price to \$350,000 and used 95% of sale price as valuation
- 3/21/17 Moved 114th Street improvement costs to Phase 2, Sarpy County lead so shown as straight contribution by Sumtur Crossing
- 3/21/17 Changed 1/2 of the street along south boundary to be a future reimbursable when the property to the south is developed
- 3/21/17 Reduced total lot count to 319 due to 3:1 + 20' creek conflicts
- 3/21/17 PORTIONS OF G.O. PAVING, STORM SEWER & TRAIL MOVED TO SPECIAL ASSESSMENTS TO REACH 4% G.O. DEBT FOR ENTIRE PROJECT
- 4/28/17 Updated for revised submittal lots and quantities
- 5/5/17 Updated for revised submittal lots based upon City Comments and quantity changes
- 6/19/17 Update for meeting 6/14/17 - moved N section 108th to Phase 2 construction, revised Whitewater timing east of 110th, Updated trails & moved to future, reflected carry cost of reimburse
- 7/17/17 Updated for City of Papillion comments dated 7/10/2017 - Clarified Whitewater Drive costs, removed 100% valuation debt calcs, added debt calc with future GO, consolidated Schram Road costs, removed Schram Road amenities on the north side of Schram
- 9/11/17 Revised estimate for final plat including original Phase 1 and Villa section from previous Phase 2
- 01/16/2018 Revised to include 3 phases, moving villas to a new 2nd phase and balance to 3rd. S 114th now current expense in phase 2
- 02/05/2018 Revised per City of Papillion comments dated 02/01/2018
- 5/11/18 Adjustments for City Comments dated 4/13/2018

