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*Floyd J. Dowling*

REGISTER OF DEEDS



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**FOUNDERS RIDGE  
SUBDIVISION AGREEMENT**

THIS AGREEMENT made this 5<sup>th</sup> day of June, 2018, by and between **FOUNDERS RIDGE, LLC**, a Nebraska limited liability company (hereinafter referred to as "DEVELOPER"), **SANITARY AND IMPROVEMENT DISTRICT NO. 332 OF SARPY COUNTY, NEBRASKA**, (hereinafter referred to as "DISTRICT"), and the **CITY OF PAPIILLION**, a municipal corporation, (hereinafter referred to as "CITY").

**RECITALS:**

DEVELOPER is the owner of the parcels of land legally described in Exhibit A, attached hereto. All such parcels of land owned by DEVELOPER are 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 December 5, 2017 via Resolution #R17-0211, the entirety of which is to be known as Founders Ridge (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 Founders Ridge; and

DEVELOPER wishes to connect the sewer system to be constructed by DISTRICT within the Development Area with the Sarpy County's sewer system via the North Shore Commercial Outfall Sewer, pursuant to the Second Amendment to the Interlocal Cooperation Agreement for the Baseball Stadium Outfall adopted by CITY as RES. #R17-0080; and

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

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

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NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

**Section 1  
Definitions**

- A. For this Agreement, unless the context otherwise requires, the following words and phrases shall have the following meanings:
- (1) **“Cost(s)” or “Entire Cost”**, being used interchangeably, of each Private Improvement or Public Improvement shall mean all construction costs, acquisition of off-site public easements, engineering fees, design fees, attorneys’ fees, inspection fees, testing expenses, publication costs, municipal advisory fees, underwriting fees, financing costs (which shall include interest), and all other related or miscellaneous costs or expenses incurred by DISTRICT or DEVELOPER in connection with any Private Improvements or Public Improvements.
  - (2) **“Dedicated Street(s)”** shall mean those areas, including curbing, turn lanes, and all corresponding concrete paving to be constructed, modified, or improved within: (1) that portion of the Development Area designated as Dedicated Street right-of-way (or similar terminology) on Exhibit B and (2) Highway 370 right-of-way. Upon completion of all phases of Founders Ridge, such Dedicated Streets shall include those areas within (1) Highway 370 right-of-way, (2) any other areas dedicated a right-of-way pursuant to any future phases of Founders Ridge, or (3) any other areas to be dedicated as right-of-way pursuant to 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 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, reimbursements, 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.

**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) 126<sup>th</sup> Street Trail. A ten foot (10’) wide trail along the entire length of the eastern frontage of 126<sup>th</sup> Street from the termination of the existing trail north of Highway 370 to the southern boundary of the Development Area, including the receiving ramps on the north and south sides of Highway 370 (the “126<sup>th</sup> Street Trail”), as shown in the Streets and Walks exhibit attached hereto as Exhibit C.
- (2) Capital Facilities Charges. Capital facilities charges to CITY as provided for in CITY’s Master Fee Schedule (“Master Fee Schedule”).

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- (3) Civil Defense Siren and Storm Warning System. A civil defense siren and storm warning system, if necessary.
  - (4) Dedicated Street Construction. Construction of all Dedicated Streets, as shown in the Streets and Walks Exhibit attached as Exhibit C, including improvements within the Highway 370 right-of-way. Upon completion of all phases of Founders Ridge, such Dedicated Streets shall include those areas within (1) Highway 370 right-of-way, (2) any other areas dedicated a right-of-way pursuant to any future phases of Founders Ridge, or (3) any other areas to be dedicated as right-of-way pursuant to any future replat(s) of the Development Area.
  - (5) Dedicated Street Right-of-Way Grading. Grading of Dedicated Street right-of-way which, by this definition, excludes initial site grading.
  - (6) 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.
  - (7) 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.
  - (8) Emergency Vehicle Preemption. Emergency Vehicle Preemption device(s) to be installed on traffic signal arm(s).
  - (9) 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.
  - (10) Highway 370 Trail System and Park System Improvements. Highway 370 Trail System and Park System Improvements as further described in Section 10(I).
  - (11) 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.
  - (12) Reimbursements for Highway 370 Improvements. Reimbursements to Sarpy County for improvements to Highway 370.

- (13) 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.
- (14) 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.
- (15) Sidewalks and Trails. The sidewalks and trails, as shown in Exhibit C, which specifically include:
- i. The five foot (5') wide sidewalks within the right-of-way that abut the outlots with the Development Area.
  - ii. The ten foot wide (10') trail that shall extend from 126<sup>th</sup> Street right-of-way to the western boundary of the Development Area (the "126<sup>th</sup> Street to Western Boundary Trail").
  - iii. The eight foot wide (8') trail within Outlot C.
- (16) Storm Sewers, Inlets, and Appurtenances. All storm sewers, inlets, and appurtenances constructed within Dedicated Street right-of-ways or easements within the Development Area, as shown in Exhibit C.

B. Exterior Water Main Extension. The Parties acknowledge that while no exterior water main extensions are anticipated to be constructed by DEVELOPER or DISTRICT for any phase of Founder's Ridge, it is reasonably believed that the construction of a twenty-four inch (24") water main extension must occur elsewhere within the CITY's water system, at a location to be determined by CITY, in order to maintain adequate water pressure to Founder's Ridge upon full build-out of all phases of Founder's Ridge, or as otherwise determined by the City Engineer. Accordingly, DEVELOPER and DISTRICT agree to cooperate with CITY, and any other applicable parties, with respect to: (1) the construction of such exterior water main extension and (2) any other steps needed to maintain adequate water pressure to Founder's Ridge, as determined by the City Engineer. The Parties acknowledge that such cooperation may necessitate future amendment(s) to this Agreement; however, nothing herein shall specifically obligate CITY, Developer or District to construct or otherwise pay for such exterior water main extension.

### 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, contributed, and reimbursed 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, the Nebraska Department of Transportation (hereinafter “NDOT”), 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 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) Deliver to the Papillion City Clerk duly executed copies of an Agreement for Sewer Connection and Wastewater Service between DISTRICT and Sarpy County for the lots served by the North Shore Commercial Outfall (the “North Shore Commercial Lots”);
  
  - (3) Obtain approval from Sarpy County, NDOT, 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, NDOT, 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;
  
  - (4) Obtain and file of record any permanent easements required by CITY or Sarpy County, as applicable, for said individual Public Improvement, as applicable, if not

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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;

- (5) 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
- (6) Obtain final approval from CITY to commence the construction and installation of said Public Improvement.
- (7) Obtain final approval from Sarpy County to commence the construction and installation of any Public Improvement that relates to any sanitary sewer within the North Shore Commercial Outfall Service Area.

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 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. 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 or reimbursements 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.

F. 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

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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. The Parties acknowledge that DEVELOPER and DISTRICT may approach CITY in the future to request that CITY allow DISTRICT to purchase certain outlots within the Development Area which contain green space, trails, and other park improvements. CITY agrees to use its reasonable discretion in considering such request, which reasonable discretion may include, but shall not be limited to, CITY's consideration of the potential impacts on CITY with respect to cost and maintenance in the event such green space, trails, or other park improvements ever come under CITY ownership.

- 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 attached as Exhibit F. In no case shall the actual total general obligation costs of DISTRICT for a specific phase exceed the amount shown as the approved total general obligation amount for the corresponding phase on Exhibit F (the "Required Amount") at the time of levy of special assessments. Special assessments shall be increased if necessary to reduce the actual total general obligation costs to the Required Amount.
- C. No Reallocation. In the event any funds allocated for Public Improvements, pursuant to Exhibit F, do not get expended by DISTRICT due to private financing by DEVELOPER, DISTRICT agrees that such unexpended funds shall not be reallocated for any other Public Improvement or other expense without prior approval from CITY.
- D. Construction Overruns or Change Orders. Construction overruns, change orders, or both totaling ten percent (10%) or more of any individual contract, as described in Exhibit F, shall be submitted to CITY for approval prior to the work being started. If the work is approved by both the City Administrator and the City Engineer, the Entire Cost of the work may be added to the relevant construction contract and 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) 126<sup>th</sup> Street Trail. One hundred percent (100%) of the Cost of 126<sup>th</sup> Trail may be borne by general obligation of DISTRICT or privately financed by DEVELOPER.



- (2) 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:
    - i. Lots 1 – 143 and Outlots A – C. DISTRICT shall pay to CITY Capital Facilities Charges in the amount of \$400,863.00 based on 143 single-family residential lots at \$2,400.00 per lot (\$343,200.00) plus 8.55 acres of outlots at \$6,705.00 per acre (\$57,327.75). The Parties acknowledge that no exterior water main extensions are anticipated to be constructed by DEVELOPER or DISTRICT for any phase of Founder's Ridge. In the event DEVELOPER or DISTRICT do construct any exterior water main extensions for any phase of Founder's Ridge for any reason, the Parties acknowledge that no credit for any such exterior water main extensions shall be granted by CITY to DISTRICT toward any Capital Facilities Charges or any other fees described herein or otherwise charged by CITY.
    - 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) 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 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

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Private Improvements until after all applicable Capital Facilities Charges have been paid in full to CITY.

- (3) 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.
- (4) 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.

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

- (5) 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 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 Dedicated Streets and backfilling shall be specially assessed against the Property Specially Benefited within the Development Area, except that the Cost for coring and backfilling Dedicated Streets with a width in excess of twenty-five 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.
- (6) Dedicated Street Signage, Traffic Control Signs, and Traffic Control Devices. One hundred percent (100%) of the Cost of Dedicated Street signage, traffic control

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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.

- (7) 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.
- (8) 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.
- (9) Gas Distribution System. One hundred percent (100%) of the contract charges for the Gas Distribution System authorized to be paid by DISTRICT to any public gas utility by this Agreement, including both the basic charges and refundable charges, together with all other charges as fall within the definition of Entire Cost, including all penalties and default charges that are allocable to such contract charges, shall be specially assessed against Property Specially Benefited within the Development Area. One hundred percent (100%) of the Cost differential for underground installation in lieu of above ground installation shall be specially assessed against the Property Specially Benefited within the Development Area or privately financed by DEVELOPER.
- (10) Highway 370 Trail System and Park System Improvements. One hundred percent (100%) of DISTRICT's Cost share of the Highway 370 trail system and park system, as further described in Sections 2(A)(10) and 10(I), which may involve a trail connection under Highway 370 and/or acquisition and improvement of dedicated park land on adjacent property, shall be borne by general obligation of DISTRICT, or privately financed by DEVELOPER. In addition, the Parties acknowledge that DEVELOPER and DISTRICT may approach CITY in the future to request that CITY allow the DISTRICT to purchase certain outlots within the Development Area which contain green space, trails, and other park improvements. CITY agrees to use its reasonable discretion in considering such request, which reasonable discretion may include, but shall not be limited to, CITY's consideration of the potential impacts on CITY with respect to cost and maintenance in the event such green space, trails, or other park improvements ever come under CITY ownership.

(11) 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.

(12) 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 paid by DEVELOPER unless Papillion Mun. Code § 170-20 is amended, at CITY’s discretion, to allow the District to utilize general obligation funds to pay for construction and installation of fire hydrants, in which case DISTRICT shall be permitted to utilize general obligation funds to pay for construction and installation of any fire hydrants not yet installed prior to such amendment; provided that all other provisions of this Subdivision Agreement can be met. Nothing herein shall be construed to permit DEVELOPER or DISTRICT to delay the installation of any fire hydrants. The type of hydrants and control valves and the location of the hydrants must be approved by the City Engineer before installation.

(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 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:

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- 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 Founders Ridge 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 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 perpendicular to street center lines shall be borne by

general obligation of DISTRICT for a length not exceeding the width of the right-of-way, plus six (6) times the vertical distance between the centerline of the pavement and the invert elevation of the box culvert.

**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, NDOT, or Sarpy County, as applicable, immediately upon completion or installation of each Privately Financed Public Improvement and shall be maintained by DISTRICT to the same 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. 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.
- 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.



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- 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 water system to the water system of CITY pursuant to the terms and conditions of a water connection agreement between CITY and DISTRICT.
  - (3) DISTRICT may connect its sanitary sewer system constructed within the North Shore Commercial Outfall Service Area to the sanitary sewer system of Sarpy County pursuant to the terms and conditions of a sewer connection agreement between DISTRICT and Sarpy County.
- 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

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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) Sarpy County Sewer Connection and Wastewater Service Agreement. DISTRICT shall enter into an Agreement for Sewer Connection and Wastewater Service with Sarpy County for the DISTRICT'S construction of sanitary sewer outfall improvements and connection to the North Shore Commercial Outfall Sewer.
- (2) Provide Engineer's Certificate of Completion to Sarpy County. DISTRICT shall provide an Engineer's Certificate of Completion to Sarpy County for filing which contains a statement that all sewer connections to the North Shore Commercial Outfall Sewer have been constructed in accordance with the plans and specifications approved in writing by Sarpy County.
- (3) CITY Approval. DISTRICT shall not solicit bids for Public Improvements until after the plans therefor have been approved by the City Engineer. The Parties acknowledge that the City Engineer reserves the right to consult with Sarpy County regarding sanitary sewer and storm sewer improvements within the North Shore Commercial Outfall Service Area prior to City Engineer's approval of the plans for the corresponding Public Improvement. Any storm sewer discharge into a Sarpy County right-of-way will require approval from Sarpy County. Any storm sewer discharge into a State of Nebraska owned right-of-way will require approval from the Nebraska Department of Transportation. No construction shall begin and no contract shall be let until such time as CITY approves the corresponding bid for the applicable Public Improvement.
- (4) 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.
- (5) Bid Procurement Document Formatting. DISTRICT shall format all bid procurement documents to match the format utilized in Exhibit F. No bid authorization shall be provided by CITY until the City Engineer determines that the bid procurement documents are properly formatted.

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- (6) 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.
- (7) Easements Required by CITY. Prior to commencement of construction of the Public Improvements, DISTRICT shall obtain and file of record permanent easements for all sanitary, water, storm sewer lines, and Post-Construction Stormwater Management requirements, including all appurtenances, as determined by the City Engineer, provided that any easements required for sanitary and storm sewer lines (to the extent applicable) within the North Shore Commercial Outfall Service Area shall also be subject to the review and approval of Sarpy County.
- (8) Easements Required by Sarpy County. Prior to commencement of construction of the Public Improvements, DISTRICT shall obtain and file of record permanent easements to allow Sarpy County to access and maintain all sanitary sewer outfalls serving the North Shore Commercial Outfall Service Area, as determined by Sarpy County.
- (9) 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.
- (10) 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.
- (11) 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.
- (12) Prior to Notice of Special Assessments. Prior to publishing notice for any hearing of DISTRICT to be held for the purpose of equalizing or levying special assessments against Property Specially Benefited by any Public Improvements constructed by DISTRICT, DISTRICT shall abide by the following terms:
  - i. DISTRICT shall obtain written approval from CITY for proposed special assessment schedules. This provision shall not be construed as an obligation incumbent upon CITY to provide such approval, but rather as an obligation incumbent upon DISTRICT to obtain approval from CITY before publishing notice and equalizing or levying said special assessments.

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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 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;
- 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.

(13) 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 31<sup>st</sup> 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 proposed tax rate levy is sufficient to fund the succeeding years' projected general and bond fund obligations and is sufficient to amortize the bonded debt resulting from the DISTRICT'S future obligations identified in Sections 2(A)(10), 2(A)(15), 10(I) and 10(O) hereof.

(14) 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.

- (15) Notice of Annual Budget Meetings. DISTRICT shall provide CITY ten (10) days' notice of its annual budget meeting along with its tax requests.
- (16) 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.
- (17) 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.
- (18) 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.
- (19) 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.
- (20) 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.
- (21) 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.

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B. Building Permits. Building permits shall not be issued for any building in a particular phase of Founders Ridge until the construction and installation of all requisite Public Improvements to service such phase of Founders Ridge 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 Dedicated Streets, (2) provide for over-lot drainage, and (3) require consistent fencing abutting 126<sup>th</sup> Street. 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.

D. 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 or Sarpy County.

(2) Copies to CITY and Sarpy County. DEVELOPER shall provide copies of all easements to CITY or Sarpy County, as applicable, 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 and Sarpy County's Satisfaction. All easements contemplated within this Agreement, or otherwise required by CITY or Sarpy County, as applicable, shall be prepared and filed in a form satisfactory to CITY or Sarpy County, as applicable.

(5) Separate Instruments. DEVELOPER agrees to dedicate all easements identified in Exhibit B, or in any platting of a subsequent phase of Founders Ridge, 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.

E. Fees.

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- (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 and Sarpy County, as applicable, to cover engineering, legal, and other miscellaneous expenses incurred by CITY and/or Sarpy County, as applicable, in connection with any necessary review of plans and specifications related to the construction projects performed by DISTRICT. The Review Fee shall be allocated to special assessments and general obligation in the same proportion as the Costs of the particular construction project. CITY 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. Sarpy County shall invoice DISTRICT according to the terms of the Sewer Connection Agreement between Sarpy County and DISTRICT.
  - (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 and/or Sarpy County, as applicable, to cover engineering, legal, and other miscellaneous expenses incurred by CITY and/or Sarpy County, as applicable, in connection with any necessary review of plans and specifications related to the construction projects for Privately Financed Public Improvements 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. Sarpy County shall invoice DISTRICT according to the terms of the Sewer Connection Agreement between Sarpy County and DISTRICT.
  - (4) Sewer Connection Fees. The Parties acknowledge that all new building permits shall be subject to Sewer Connection Fees as provided for in the Papillion Master Fee Schedule or as agreed to by CITY in Interlocal Cooperation Agreement for the Baseball Stadium Outfall and its amendments.
  - (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.

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- F. Fire Hydrants. DISTRICT shall be responsible for causing all fire hydrants installed for the Development Area to be painted yellow.
- G. 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 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.
- H. Highway 370 Reimbursement. DISTRICT shall enter into an interlocal cooperation agreement with Sarpy County to establish the timing of the Highway 370 Reimbursement. DISTRICT shall maintain financial responsibility for its Proportional Cost Share for any phase(s) within DISTRICT's boundary should any of the future phase(s) of Founders Ridge not be annexed into DISTRICT's boundary. Such Proportional Cost Share shall be based on the number of acres within the boundary of DISTRICT as compared to the total area depicted within the Founders Ridge Preliminary Plat approved by the Papillion City Council as Resolution #R17-0211.
- I. Highway 370 Trail System and Park System Improvements. DISTRICT shall cooperate with CITY to install a trail system which may involve a trail connection under Highway 370 and/or acquisition and improvement of dedicated park land on adjacent property. DISTRICT agrees to enter into any interlocal agreement(s) required to construct such project and Proportionally Cost Share in the Costs related to such project.

The Parties acknowledge that DISTRICT's contribution to the HWY 370 Trail System and Park System Improvements may be adjusted should any of the future phase(s) of Founders Ridge not be annexed into DISTRICT's boundary, provided that DISTRICT shall maintain financial responsibility for its Proportional Cost Share for those phases that are within DISTRICT's boundary. Such Proportional Cost Share shall be based on the number of acres within the boundary of DISTRICT as compared to the total area depicted within the Founders Ridge Preliminary Plat approved by the Papillion City Council as Resolution #R17-0211.

In addition, the Parties acknowledge that DEVELOPER and DISTRICT may approach CITY in the future to request that CITY allow DISTRICT to purchase certain outlots within the Development Area which contain green space, trails, and other park improvements. CITY agrees to use its reasonable discretion in considering such request, which reasonable discretion may include, but shall not be limited to, CITY's consideration of the potential impacts on CITY with respect to cost and maintenance in the event such green space, trails, or other park improvements ever come under CITY ownership.



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- 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. North Shore Commercial Outfall Service Area. DISTRICT or DEVELOPER, as applicable, shall convey title of any sanitary sewer lines constructed within the North Shore Commercial Outfall Service Area that will have an upstream connection, as depicted on Exhibit D, to Sarpy County in a form to be approved by Sarpy County.
- L. 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 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.
- M. Outfall Sewer Reimbursement. CITY shall require that the developer of any property which is serviced by the outfall sewer constructed by the DISTRICT, or within the drainage area served by such outfall sewer constructed by the DISTRICT, or any sanitary and improvement district formed for the development of any such property, reimburse DISTRICT for a Proportional Cost Share for the design and construction of the outfall sewer depicted in Exhibit D as a condition of CITY's approval for: (1) any development by any Sanitary and Improvement District formed for the development of any property which is serviced by the outfall sewer constructed by the DISTRICT, or within the drainage area served by such outfall sewer constructed by the DISTRICT and (2) any development by any private developer(s) of any property which is serviced by the outfall sewer constructed by the DISTRICT, or within the drainage area served by such outfall sewer constructed by the DISTRICT. Such Proportional Cost Share shall be calculated on a prorata basis based upon the acreage of the newly developed property and the total square footage of the entire drainage area served by the outfall sewer constructed by the DISTRICT.
- N. 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.

O. Timing and Responsibility for Sidewalks and Trails.

- (1) 126<sup>th</sup> Street Sidewalk. The Parties acknowledge that construction of a five foot (5') wide sidewalk within the west side of the 126<sup>th</sup> Street right-of-way shall be the responsibility of the individual owners of the lots abutting said sidewalk. DISTRICT shall maintain the responsibility for constructing the sidewalk abutting any outlot abutting the west side of 126<sup>th</sup> Street right-of-way.
- (2) Outlot Sidewalks. DISTRICT shall construct a five foot (5') wide sidewalk abutting outlots in conjunction with the phased construction of the abutting Dedicated Streets. The corresponding sidewalks shall be provided as part of each phase of construction.
- (3) 126<sup>th</sup> Street Right-of-Way Trail. DISTRICT shall construct the 126<sup>th</sup> Street Trail in conjunction with the improvement of 126<sup>th</sup> Street as part of Phase 1.
- (4) 126<sup>th</sup> Street to Western Boundary Trail. DISTRICT shall construct the ten foot (10') trail between 126<sup>th</sup> Street right-of-way and the western boundary of the Development Area at such time that DISTRICT's municipal advisor or other fiscal advisor determines that the Cost of such construction is fiscally responsible, provided that construction of the trail shall not commence until the property west of the Development Area is platted for development.

The Parties reserve the right to modify the conceptual trail alignment depicted within Outlots A and B after CITY approves a Final Plat for the development of the property to the west. The Parties acknowledge that such modification may include, but not be limited to, defining an alternate trail alignment that is outside the boundaries of Outlot A and B but within a public right-of-way, a public easement, or other outlot(s).

- (5) Outlot C Trail. DISTRICT shall construct the trail within Outlot C at such time that the eight foot (8') trail within Ashbury Farm is extended to the eastern boundary of Outlot C.

**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 "Founders Ridge 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 Founders Ridge 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,

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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.

- 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 D, inclusive, and all easement rights owned by DEVELOPER and DISTRICT within the Development Area, shall either be maintained by DEVELOPER or transferred to the Founders Ridge Homeowners Association prior to annexation by CITY.

**Section 12**  
**Phasing of Public Improvements**

- A. Phasing. CITY, DEVELOPER, and DISTRICT acknowledge that it is anticipated that Founders Ridge will be final platted in phases as shown on Exhibit G (“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 such phase is recorded with the Sarpy County Register of Deeds, with the exception of those improvements identified in Section 10 are to be deferred until a future phase. In the event that Phase 2 or Phase 3 are 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.
- B. Annexation of Subsequent Phases. DEVELOPER and DISTRICT agree that the subsequent phases of Founders Ridge 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.

**Section 13**  
**Mixed Use District**

- A. Mixed Use District. Lots 205 through 210, inclusive, and Outlot D as depicted within Exhibit H of the Development Area (the “Founders Ridge Mixed Use District”) shall be rezoned from Agricultural (AG) to Mixed Use (MU), contingent upon eventual City Council approval of a Mixed Use Development Agreement specific to said lots and outlot (the “Mixed Use Development Agreement”). According to the provisions of Article XXII of the City Zoning Ordinance, and for purposes of those portions rezoned to Mixed Use, the Parties agree that DEVELOPER shall submit to City

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Council and receive approval of a Mixed Use Development Agreement that includes all lots and outlots within the Founders Ridge Mixed Use District prior to the issuance of any building permit within the Founders Ridge Mixed Use District.

- B. Permitted Uses. The Founders Ridge Mixed Use District shall be developed in accordance with the Founders Ridge Permitted Uses List (“Permitted Uses List”) attached as Exhibit I. The Permitted Uses List shall be incorporated into the Mixed Use Development Agreement presented to City Council, and as such is subject to review and amendment. In the event the Permitted Uses List is modified as part of the eventual Mixed Use Development Agreement approval process, or amended by a subsequent amendment to the approved Mixed Use Development Agreement, then the most recent version of the Permitted Uses List approved by City Council shall be deemed controlling for the purposes of this Agreement and it shall be incorporated into this Agreement by this reference, thereby superseding the version attached as Exhibit I. Accordingly, it shall not be necessary to amend this Agreement every time the Mixed Use Development Agreement Permitted Uses List is modified or amended in the future.

**Section 14  
Annexation**

- A. Annexation Notice. Any time subsequent to when DISTRICT is put on written notice by CITY that CITY is conducting an investigation to determine the feasibility of annexing said DISTRICT, 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 Founders Ridge 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;

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- (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;
- (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 Public Improvements in or expenses incurred in connection with areas other than the area so annexed by CITY.

Upon completion of a partial annexation of the Development Area, DISTRICT 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 15  
Miscellaneous Provisions**

A. Incorporation of Recitals. The recitals set forth above are, by this reference, incorporated into and deemed part of this Agreement.

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- B. Termination of Agreement. This Agreement shall not be terminated except by written agreement between DEVELOPER, DISTRICT, and CITY, subject to Section 15(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.
- 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.

Ad

- 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, 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 the 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.

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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 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: Founders Ridge, LLC  
7002 S 131<sup>st</sup> Avenue  
Omaha, NE 68138  
Attn: Dennis Van Moorlehem
- (2) For DISTRICT: Sanitary and Improvement District  
No. 332 of Sarpy County, Nebraska  
c/o FULLENKAMP, JOBEUN, JOHNSON &  
BELLER LLP  
11440 West Center Road, Suite C  
Omaha, NE 68144  
Attn: John Fullenkamp and Mark B. Johnson
- (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.



AF

- 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.
- 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.)*

A9

ATTEST:

CITY OF PAPIILLION, a Nebraska  
Municipal Corporation

Nicole L. Brown  
Nicole L. Brown, City Clerk

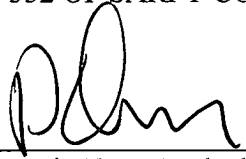
By David P. Black  
David P. Black, Mayor

CITY SEAL



Ah

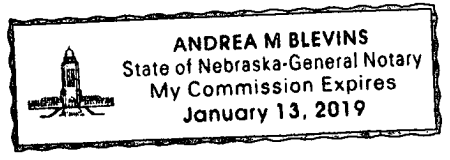
SANITARY AND IMPROVEMENT DISTRICT  
NO. 332 OF SARPY COUNTY, NEBRASKA

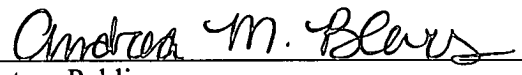
By   
Dennis Van Moorlegem, Chairman

STATE OF NEBRASKA    )  
                                  )  
COUNTY OF SARPY    )    ss.

Before me, a notary public, in and for said county and state, personally came Dennis Van Moorlegem, Chairman of Sanitary and Improvement District No. 332 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 29<sup>th</sup> day of May, 2018.



  
Notary Public

Ai

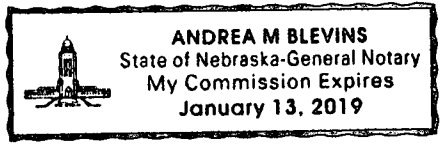
Founders Ridge, LLC,  
a Nebraska limited liability corporation

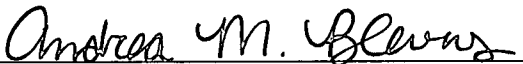
By   
Dennis Van Moorlegem, Managing Member

STATE OF NEBRASKA    )  
                                  )    ss.  
COUNTY OF SARPY    )

Before me, a notary public, in and for said county and state, personally came Dennis Van Moorlegem, Managing Member of FOUNDERS RIDGE, LLC, a Nebraska limited liability corporation, 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 corporation.

Witness my hand and Notarial Seal this 29<sup>th</sup> day of May, 2018.



  
Notary Public

Aj

**SUBDIVISION AGREEMENT  
TABLE OF CONTENTS**

INTRODUCTION STATEMENT

RECITALS

SECTIONS:

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

EXHIBITS:

A	Plat Legal Description with Metes and Bounds
B	Final Plat
C	Streets and Walks
D	Sanitary Sewer and Water Lines
E	Erosion Controls and Storm Sewers
F	Source and Use of Funds
G	Phasing Plan
H	Founders Ridge Mixed Use Plan
I	Founders Ridge Permitted Uses List

AK

# FOUNDERS RIDGE

## LOTS 1 THRU 143, INCLUSIVE AND OUTLOTS A, B, AND C

BEING A PLATTING OF PART OF THE EAST 1/2 OF THE NW 1/4 LYING EAST OF ABANDONED MISSOURI PACIFIC RAILROAD, TOGETHER WITH TAX LOTS 1A, 1B AND 2 IN THE WEST 1/2 OF THE NE 1/4, ALL IN SECTION 31, T14N, R12E OF THE 6th P.M., SARPY COUNTY, NEBRASKA.

A SUBDIVISION TO BE KNOWN AS FOUNDERS RIDGE, LOTS 1 THRU 143, INCLUSIVE, AND OUTLOTS A, B AND C, BEING A PLATTING OF PART OF THE EAST 1/2 OF THE NW 1/4 LYING EAST OF THE ABANDONED MISSOURI PACIFIC RAILROAD, TOGETHER WITH TAX LOTS 1A, 1B AND 2 IN THE WEST 1/2 OF THE NE 1/4, ALL IN SECTION 31, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS, BEGINNING AT THE SE CORNER OF THE EAST 1/2 OF THE NW 1/4 OF SAID SECTION 31;

THENCE S89°50'06"W (ASSUMED BEARING) 1236.91 FEET ON THE SOUTH LINE OF SAID EAST 1/2 TO THE EAST LINE OF SAID ABANDONED RAILROAD;

THENCE N00°03'33"E 979.63 FEET ON THE EAST LINE OF SAID ABANDONED RAILROAD;

THENCE S89°56'27"E 190.00 FEET; THENCE N00°03'33"E 79.09 FEET;

THENCE S89°56'27"E 245.76 FEET; THENCE N44°24'26"E 126.92 FEET;

THENCE N45°28'38"E 320.00 FEET; THENCE N46°26'09"E 83.74 FEET;

THENCE N51°12'25"E 88.96 FEET; THENCE N56°29'26"E 88.96 FEET;

THENCE N61°46'27"E 88.96 FEET; THENCE N67°03'28"E 88.96 FEET;

THENCE N72°20'29"E 88.96 FEET; THENCE N77°37'30"E 88.96 FEET;

THENCE N87°09'27"E 90.56 FEET; THENCE N27°26'24"W 121.99 FEET;

THENCE N59°24'22"W 14.42 FEET; THENCE N27°32'59"W 55.18 FEET;

THENCE N29°45'31"E 9.21 FEET; THENCE N27°26'24"W 46.33 FEET;

THENCE NORTHWESTERLY ON A 354.39 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N13°38'03"W, CHORD DISTANCE 169.14 FEET, AN ARC DISTANCE OF 170.79 FEET;

THENCE N00°10'56"E 499.04 FEET TO THE SOUTH LINE OF HIGHWAY 370;

THENCE S89°54'05"E 100.00 FEET ON THE SOUTH LINE OF HIGHWAY 370;

THENCE S00°10'56"W 499.17 FEET;

THENCE SOUTHEASTERLY ON A 605.61 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S13°38'03"E, CHORD DISTANCE 389.04 FEET, AN ARC DISTANCE OF 291.85 FEET;

THENCE S27°26'24"E 407.98 FEET;

THENCE N89°39'44"E 306.24 FEET TO THE EAST LINE OF SAID TAX LOT 2;

THENCE S00°20'16"E 1394.62 FEET ON THE EAST LINE OF SAID TAX LOT 2 TO THE SE CORNER THEREOF;

THENCE S89°51'56"W 663.28 FEET ON THE SOUTH LINES OF SAID TAX LOTS 1A, 1B AND 2 TO THE POINT OF BEGINNING.

CONTAINING 60.793 ACRES



Job Number: 245-185  
 thompson, dreessen & domer, inc.  
 10836 Old Mill Rd  
 Omaha, NE 68154  
 p.402.330.8860 www.td2co.com

Date: 04-23-18  
 Drawn By: RTM  
 Reviewed By: AAK  
 Revision Date: ...

Founders Ridge, L.L.C.

Exhibit A - Plat Legal Description  
with Metes and Bounds







# FOUNDERS RIDGE

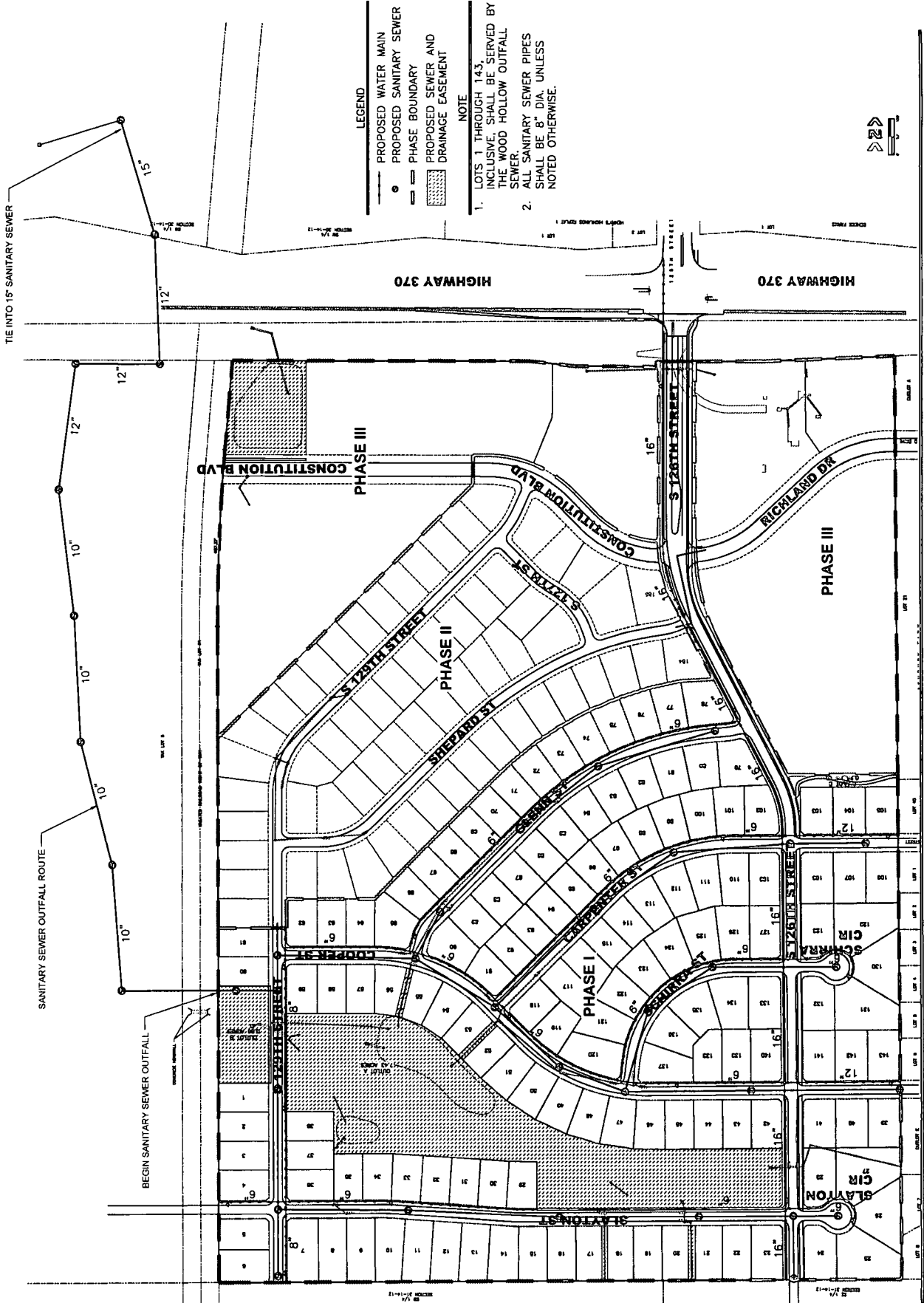
## LOTS 1 THROUGH 143, INCLUSIVE AND OUTLOTS "A" THROUGH "C", INCLUSIVE

**TD2**  
engineering  
& surveying

Thompson, Drewsman & Dochow, LLC  
10030 Old Mill Rd  
Newport News, VA 23601  
Phone: 757.546.8999  
Fax: 757.546.8998  
www.td2va.com

Project Name  
**Founders Ridge**

Client Name  
**Founders Ridge,  
LLC**



- ### LEGEND
- PROPOSED WATER MAIN
  - PROPOSED SANITARY SEWER
  - PHASE BOUNDARY
  - PROPOSED SEWER AND DRAINAGE EASEMENT
- ### NOTE
1. LOTS 1 THROUGH 143, INCLUSIVE, SHALL BE SERVED BY THE WOOD HOLLOW OUTFALL SEWER.
  2. ALL SANITARY SEWER PIPES SHALL BE 8" DIA, UNLESS NOTED OTHERWISE.

No.	Description	Quantity
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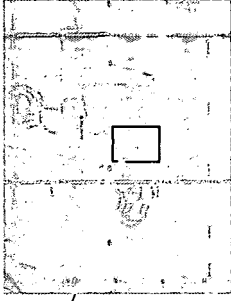
Drawn By: AAK  
Reviewed By: AAK  
Date: 04-30-19  
Project: 19-001-020  
Sanitary Sewer and Water Lines  
Exhibit D

# FOUNDERS RIDGE

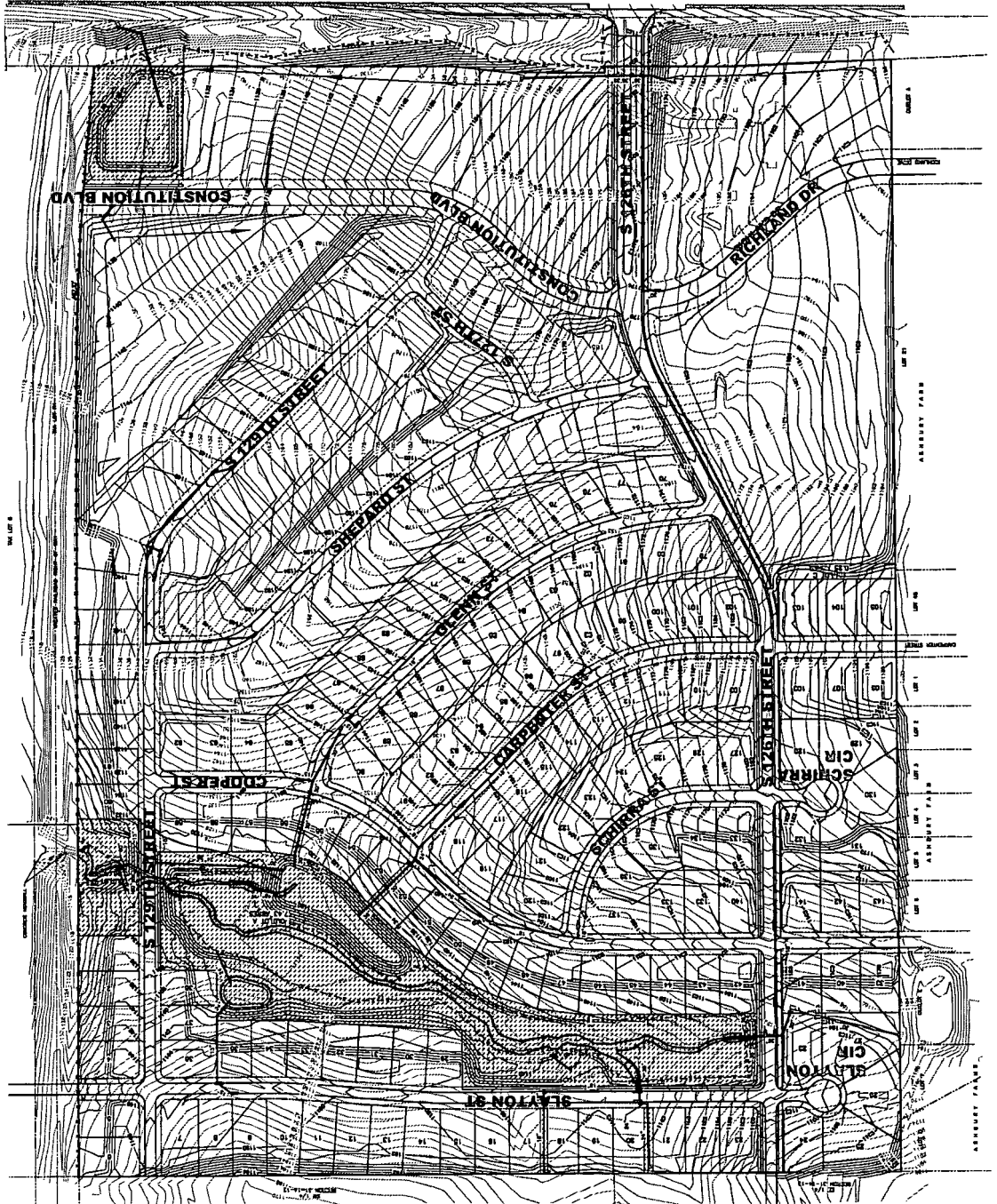
LOTS 1 THROUGH 143, INCLUSIVE AND  
OUTLOTS "A" THROUGH "C", INCLUSIVE



Founders Ridge



PROJECT SITE



**SUBDIVIDER**  
FOUNDERS RIDGE, LLC  
7002 S. 131ST AVENUE  
OMAHA, NE 68138

**ENGINEER**  
THOMPSON, DREESSEN AND DORNER  
10836 OLD MILL ROAD  
OMAHA, NEBRASKA 68154

**LEGAL DESCRIPTION**  
THE EAST HALF OF THE NORTHWEST QUARTER LYING EAST OF THE ABANDONED MISSOURI PACIFIC RAILROAD, TOGETHER WITH TAX LOTS 1A, 1B AND 2 IN THE WEST 1/2 OF THE NE 1/4, ALL IN SECTION 31, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, EXCEPT THOSE PARTS TAKEN FOR HIGHWAY 370 RIGHT-OF-WAY.

**NOTES**  
1. EXISTING ZONING IS AG. PROPOSED ZONING IS R-2, MU (R-4), MU (CC) AND MU (O).  
2. EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 2 FT. INTERVALS BASED ON NAVD 88 DATUM.  
3. WATER WILL BE PROVIDED BY THE CITY OF PAPPILLON. GAS WILL BE PROVIDED BY BLACK HILLS ENERGY.  
4. POWER WILL BE PROVIDED BY THE OMAHA PUBLIC POWER DISTRICT.

**LEGEND**  
EXISTING CONTOUR  
PROPOSED CONTOUR  
FABRIC SILT FENCE  
DIVERSION BERM  
PROPOSED SEWER AND DRAINAGE EASEMENT

Founders Ridge, LLC

Exhibit E

Erosion Controls and Storm Sewer

190

AP

Name of Addition **Founder's Ridge** SID # **332**

Phase I SID	Quantity	Proposed Improvements Construction Cost	Total <sup>1</sup> Cost	General Obligation	Special	Financing <sup>2</sup> Reimbursable	Notes
Storm Sewer	5,000 LF	\$749,900	\$1,034,800	\$1,003,400	\$31,400		
Sanitary Sewer	3,000 LF	\$318,900	\$440,000	\$440,000	\$0	\$385,900	From Sarpy County
Outfall	13,200 LF	\$652,000	\$899,700	\$0	\$899,700		
Interior Paving	28,400 SY	\$1,433,400	\$1,977,900	\$653,500	\$1,324,400		
Minor (Incl. sidewalk/trail)	3,300 SY	\$172,300	\$237,800	\$171,800	\$66,000		
Major (126th St)	88 EA	\$56,400	\$77,800	\$77,800	\$0		
Sidewalk Ramps			\$51,300	\$51,300	\$0		
City Review Fee							
Water							
Capital Facilities Fee	1 LS	\$400,900	\$453,400	\$226,700	\$226,700		
Interior	10900 LF	\$1,153,000	\$1,591,000	\$467,800	\$1,123,200		
Gas							
Interior	10900 LF	\$0	\$0	\$0	\$0		
Electricity	1 LS	\$193,100	\$230,400	\$0	\$230,400		
<b>Total</b>		<b>\$5,129,900</b>	<b>\$6,994,100</b>	<b>\$3,092,300</b>	<b>\$3,901,800</b>	<b>\$385,900</b>	

<sup>1</sup> Total cost includes engineering fees and administrative fees

<sup>2</sup> Attach a statement of assumptions as basis for preliminary projections.

<sup>3</sup> Includes fire hydrants if allowable by City ordinance

Land for parks or other public facilities under general development plan for Papillion may be purchased within 2 years

\$ 52,302,250 (95% Value)

5.17%

**EXHIBIT F**

Date

April 24, 2018

Phase II SID	Source and Use of Funds:		Total <sup>1</sup> Cost	General Obligation	Special	Financing <sup>2</sup> Reimbursable	Notes
	Quantity	Proposed Improvements Construction Cost					
Storm Sewer	1,400 LF	\$140,800	\$194,200	\$194,200	\$0		
Storm Sewer							
Sanitary Sewer	5,300 LF	\$259,800	\$358,500	\$0	\$358,500		
Interior Paving							
Minor (incl. sidewalk/trail)	9,100 SY	\$444,400	\$613,200	\$206,800	\$406,400		
Major (Constitution)	2,000 SY	\$100,200	\$138,200	\$81,600	\$56,600		
Highway 370 Contribution	1 LS	\$187,600	\$218,000 <sup>3</sup>	\$218,000	\$0		
Sidewalk Ramps	24 EA	\$15,400	\$21,200	\$21,200	\$0		
City Review Fee			\$17,000	\$17,000	\$0		
Water							
Capital Facilities Fee	1 LS	\$146,400	\$165,600	\$82,800	\$82,800		
Interior	3700 LF	\$318,800	\$439,800	\$50,800 <sup>4</sup>	\$389,000		
Gas							
Interior	3700 LF	\$0	\$0	\$0	\$0		
Electricity	1 LS	\$82,400	\$98,300	\$0	\$98,300		
<b>Total</b>		<b>\$1,695,800</b>	<b>\$2,264,000</b>	<b>\$872,400</b>	<b>\$1,391,600</b>	<b>\$0</b>	

<sup>1</sup> Total cost includes engineering fees and administrative fees

<sup>2</sup> Attach a statement of assumptions as basis for preliminary projections.

<sup>3</sup> Total contribution minus the cost of Highway 370 Turn Lane Costs

<sup>4</sup> Includes fire hydrants if allowable by City ordinance

Valuation \$ 22,310,800 (95% Value)  
Debt Ratio 3.91%

EXHIBIT F

Date April 24, 2018

Page 2 of 4

Name of Addition

Founder's Ridge

SID # 332

Phase III SID

Source and Use of Funds:

Proposed Improvements

	Quantity	Construction Cost	Total <sup>1</sup> Cost	General Obligation	Special	Financing <sup>2</sup> Reimbursable	Notes
Storm Sewer	1,900 LF	\$242,900	\$335,200	\$332,800	\$2,400		
Sanitary Sewer Interior Paving	2,800 LF	\$138,700	\$191,300	\$0	\$191,300		
Major (Richland) Highway Additions	6,200 SY	\$321,500	\$443,600	\$236,500	\$207,100		
Sidewalk Ramps	2,300 SY	\$176,000	\$242,800	\$0	\$0	\$0	
City Review Fee	- EA	\$0	\$13,600	\$13,600	\$0	\$0	
Water							
Capital Facilities Fee	1 LS	\$188,900	\$213,700	\$106,850	\$106,850		
Interior	1800 LF	\$196,300	\$270,900	\$69,900 <sup>3</sup>	\$201,000		
Gas	1800 LF	\$0	\$0	\$0	\$0		
Interior	1 LS	\$86,400	\$103,100	\$0	\$103,100		
Electricity							
<b>Total</b>		<b>\$1,350,700</b>	<b>\$1,814,200</b>	<b>\$1,002,450</b>	<b>\$811,750</b>	<b>\$0</b>	

<sup>1</sup> Total cost includes engineering fees and administrative fees  
<sup>2</sup> Attach a statement of assumptions as basis for preliminary projections.  
<sup>3</sup> Includes fire hydrants if allowable by City ordinance

Valuation \$ 28,903,200 (95% Value)  
 Debt Ratio 3.47%

EXHIBIT F

	Quantity	Construction Cost	Total <sup>1</sup> Cost	General Obligation	Special	Financing <sup>2</sup> Reimbursable	Date	Notes
Future Expenses							April 24, 2018	
Hwy 370 Trail Underpass	1 LS	\$100,000	\$139,700	\$139,700	\$0	\$0		
East-West Trail connection	20,000 SF	\$140,000	\$195,600	\$195,600	\$0	\$0		
Valuation	\$ 28,903,200 (95% Value)							
Debt Ratio	4.63% with Future Expenses							

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Phases I-III SID

Source and Use of Funds:

	Quantity	Proposed Improvements Construction Cost	Total <sup>1</sup> Cost	General Obligation	Special	Financing <sup>2</sup> Reimbursable	Notes
Storm Sewer	8,200 LF	\$1,133,400	\$1,564,000	\$1,530,300	\$33,700		
Storm Sewer Sanitary Sewer	3,000 LF	\$318,900	\$440,000	\$440,000	\$0	\$385,900 <sup>3</sup>	From Sarpy County
Outfall	21,200 LF	\$1,050,400	\$1,449,500	\$0	\$1,449,500		
Interior Paving	37,500 SY	\$1,884,900	\$2,600,900	\$860,300	\$1,740,600		
Minor (Incl. sidewalk/trail)	3,300 SY	\$172,300	\$237,800	\$171,800	\$66,000		
Major (126th)	8,100 SY	\$421,600	\$581,800	\$318,000	\$263,800		
Major (Richland/Constitution)	1 LS	\$187,600	\$218,000 <sup>4</sup>	\$218,000	\$0		
Highway 370 Contribution	2,300 SY	\$176,000	\$242,800	\$242,800	\$0		
Highway 370 Additions	112 EA	\$71,700	\$99,000	\$99,000	\$0		
Sidewalk Ramps			\$81,900	\$81,900	\$0		
City Review Fee							
Water							
Capital Facilities Fee	1 LS	\$736,200	\$832,600	\$416,300	\$416,300		
Interior	16300 LF	\$1,667,900	\$2,301,500	\$588,400 <sup>5</sup>	\$1,713,100		
Gas	16300 LF	\$0	\$0	\$0	\$0		
Interior	1 LS	\$361,800	\$431,700	\$0	\$431,700		
Electricity							
<b>Total</b>		<b>\$8,182,700</b>	<b>\$11,081,500</b>	<b>\$4,966,800</b>	<b>\$6,114,700</b>	<b>\$385,900</b>	

<sup>1</sup> Total cost includes engineering fees and administrative fees

<sup>2</sup> Attach a statement of assumptions as basis for preliminary projections.

<sup>3</sup> Excludes legal and warrant fees

<sup>4</sup> Total contribution minus the cost of Highway 370 Turn Lane Costs

<sup>5</sup> Includes fire hydrants if allowable by City ordinance

\$ 103,516,200 (95% Value)  
4.43%

EXHIBIT F

	Quantity	Construction Cost	Total <sup>1</sup> Cost	General Obligation	Special	Financing <sup>2</sup> Reimbursable	Date	Notes
Future Expenses							April 24, 2018	
Hwy 370 Trail Underpass	1 LS	\$100,000	\$139,700	\$139,700	\$0	\$0		
East-West Trail connection	20,000 SF	\$140,000	\$195,600	\$195,600	\$0	\$0		
Valuation	\$ 103,516,200	(95% Value)						
Debt Ratio		5.12% with Future Expenses						

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Founder's Ridge  
April 24, 2018

**PHASE I Valuations**

Valuation Assumptions:

Residential Land	143 Lots	60000	=	8,580,000
Residential Improvements	143 Lots	325000	=	46,475,000
<b>Total</b>				<b>55,055,000</b>
<b>Total (95% Value)</b>				<b>52,302,250</b>
<b>General Obligation</b>				<b>3,092,300</b>
<b>Reimbursable</b>				<b>385,900</b>
<b>Debt Ratio</b>				<b>5.17%</b>

**Phase II Valuations**

Valuation Assumptions:

Residential Land	61 Lots	60000	=	3,660,000
Residential Improvements	61 Lots	325000	=	19,825,000
<b>Total</b>				<b>23,485,000</b>
<b>Total (95% Value)</b>				<b>22,310,800</b>
<b>General Obligation</b>				<b>872,400</b>
<b>Debt Ratio</b>				<b>3.91%</b>

**Phase III Valuations**

Valuation Assumptions:

Commercial Land	487324 S.F.	\$9/S.F.	=	4,385,916
Commercial Improvements	97465 S.F.	\$95/S.F.	=	9,259,175
Office Land	339533 S.F.	\$8/S.F.	=	2,716,264
Office Improvements	67907 S.F.	\$85/S.F.	=	5,772,095
Apartments Land	247489 S.F.	\$8/S.F.	=	1,979,912
Apartments Improvements	74247 S.F.	\$54/S.F.	=	6,310,995
<b>Total</b>				<b>30,424,400</b>
<b>Total (95% Value)</b>				<b>28,903,200</b>
<b>General Obligation</b>				<b>1,002,450</b>
<b>Debt Ratio</b>				<b>3.47%</b>

**Phases I-III Valuation**

Valuation Assumptions:

Residential Land	204 Lots	60000	=	12,240,000
Residential Improvements	204 Lots	325000	=	66,300,000
Commercial Land	487324 S.F.	\$9/S.F.	=	4,385,916
Commercial Improvements	97465 S.F.	\$95/S.F.	=	9,259,175
Office Land	339533 S.F.	\$8/S.F.	=	2,716,264
Office Improvements	67907 S.F.	\$85/S.F.	=	5,772,095
Apartments Land	247489 S.F.	\$8/S.F.	=	1,979,912
Apartments Improvements	74247 S.F.	\$54/S.F.	=	6,310,995
<b>Total</b>				<b>108,964,357</b>
<b>Total (95% Value)</b>				<b>103,516,200</b>
<b>General Obligation</b>				<b>4,966,800</b>
<b>Reimbursement</b>				<b>385,900</b>
<b>Debt Ratio</b>				<b>4.43%</b>
<b>Future Obligations</b>				<b>335,300</b>
<b>Future Debt Ratio</b>				<b>5.12%</b>

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## Special Assessments by Phase

### Phase I Special Assessments

Residential Lots	143 Units
Phase I Specials	3,901,800
Specials Per Residential Lot	27,285

### Phase II Special Assessments

Residential Lots	61 Units
Phase II Specials	1,391,600
Specials Per Residential Lot	22,813

### Phase III Special Assessments

Comm/Apt. Front:	3,064 LF
Phase III Specials	811,750
Cost Per LF	265
<b>Non-Resi Specials</b>	<b>811,750</b>

### Phase I-III Special Assessments

Residential Lots	204 Units
Comm/Apt. Front:	3,064 LF
Phase I-III Specials	6,105,150
Specials from Resi:	5,293,400
Specials from Com:	811,750



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**PRELIMINARY COST ESTIMATE**

Founder's Ridge - 126th and Highway 370

245-185

DATE: April 24, 2018

File: H:\200\245-185\ Estimates and Misc Spread Sheets\245-185 SOF Phase 1 04-24-18.xlsx

**PHASE I**

ITEM OF WORK	UNIT	QUANTITY	UNIT PRICE	AMOUNT
<b>SANITARY SEWER</b>				
6-inch San. Swr. w/ Crushed Rock Bedding	LF	5075	33.00 \$	167,475.00
8-inch San. Swr. w/ Crushed Rock Bedding	LF	8109	33.00 \$	267,597.00
8-inch pipe plug	EA	6	300.00 \$	1,800.00
Wyes or Slants	EA	145	150.00 \$	21,750.00
Manhole	VF	372	380.00 \$	141,360.00
Ring & Cover	EA	31	500.00 \$	15,500.00
Crushed Rock, Unstable Trench	TON	100	50.00 \$	5,000.00
Geotextile Fabric, Unstable Trench	SY	100	4.50 \$	450.00
Subtotal (5% Contingency)				\$ 651,978.60
Engineering Fees, 21%				\$ 136,915.51
Legal Fees, 5%				\$ 32,598.93
Warrant Interest, 1 Yrs. @ 7%				\$ 45,638.50
Subtotal				\$ 867,131.54
Warrant Fee, 3.75%				\$ 32,517.43
Total				\$ 899,648.97
<b>SANITARY SEWER OUTFALL</b>				
Mobilization	EA	1	15000.00 \$	15,000.00
Clearing and Grubbing	LS	1	5000.00 \$	5,000.00
8-inch San. Swr. w/ Crushed Rock Bedding	LF	280	33.00 \$	9,240.00
10-inch San. Swr. w/ Crushed Rock Bedding	LF	1400	37.00 \$	51,800.00
12-inch San. Swr. w/ Crushed Rock Bedding	LF	950	43.00 \$	40,850.00
15-inch San. Swr. w/ Crushed Rock Bedding	LF	330	50.00 \$	16,500.00
Fabric Silt Fence, In Place	LF	1830	4.00 \$	7,320.00
Bore 20-inch Welded Steel Casing	LF	340	300.00 \$	102,000.00
Manhole	VF	80	380.00 \$	30,400.00
Ring & Cover	EA	9	500.00 \$	4,500.00
Concrete Collar Around Manhole, In Place	EA	9	500.00 \$	4,500.00
Construct 15" Concrete Collar, In Place	EA	1	300.00 \$	300.00
Construct Concrete Plug, 8" I.D. Sanitary	EA	1	100.00 \$	100.00
Construct 4" Dia. Steel, 6' Tall Marker Post	EA	7	100.00 \$	700.00
Erosion Control Matting and Seeding, In	AC	6	1000.00 \$	6,000.00
Geotextile Fabric, Unstable Trench, If	SY	100	4.50 \$	450.00
Crushed Rock, Unstable Trench, If	TON	100	50.00 \$	5,000.00
Dewatering, If Necessary	LF	100	40.00 \$	4,000.00
Subtotal (5% Contingency)				\$ 318,843.00
Engineering Fees, 21%				\$ 66,957.03
Legal Fees, 5%				\$ 15,942.15
Warrant Interest, 1 Yrs. @ 7%				\$ 22,319.01
Subtotal				\$ 424,061.19

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Warrant Fee, 3.75%				\$	15,902.29
Total				\$	439,963.48

PAVEMENT, MINOR-SPECIAL ASSESS

7-inch PCC Pavement	SY	25881	32.00	\$	828,177.78
Common Excavation	CY	10352	2.50	\$	25,880.56
Type D Traffic Barriers	EA	52	350.00	\$	18,200.00
4" P.C.C. Sidewalk	SF	6976	6.00	\$	41,856.00

Subtotal (5% Contingency)				\$	959,820.05
Engineering Fees, 21%				\$	201,562.21
Legal Fees, 5%				\$	47,991.00
Warrant Interest, 1 Yrs. @ 7%				\$	67,187.40
Subtotal				\$	1,276,560.67
Warrant Fee, 3.75%				\$	47,871.02
Total				\$	1,324,431.69

\*Unit prices for 7" PCC Pavement supplemented by similar item in PAVEMENT, GO section below

PAVEMENT, MINOR G.O.

7-inch PCC Pavement	SY	2491	32.00	\$	79,715.56
Common Excavation	CY	977	2.50	\$	2,442.00
7-inch PCC Pavement Extra Depth	SY	28372	6.00	\$	170,230.00
Striping	LF	0	5.00	\$	-
4" P.C.C. Sidewalk	SF	0	6.00	\$	-
6" P.C.C. Trail	SF	18383	6.00	\$	110,298.00
Adjust Manhole	EA	2	300.00	\$	600.00
Street Signs	EA	22	350.00	\$	7,700.00
Sediment Basin Cleanout	EA	4	20000.00	\$	80,000.00

Subtotal (5% Contingency)				\$	473,534.83
Engineering Fees, 21%				\$	99,442.32
Legal Fees, 5%				\$	23,676.74
Warrant Interest, 1 Yrs. @ 7%				\$	33,147.44
Subtotal				\$	629,801.33
Warrant Fee, 3.75%				\$	23,617.55
Total				\$	653,418.88

PAVEMENT MAJOR, G.O. (126th St)

9-inch PCC Pavement	SY	1910	32.00	\$	61,120.00
Common Excavation	SY	764	2.50	\$	1,910.00
9-inch PCC Pavement Extra Depth	SY	3289	16.00	\$	52,625.78
Drill & Grout 1"x18" Epoxy Coated Dowel B:	EA	40	14.00	\$	560.00
4" P.C.C. Sidewalk	SF	0	6.00	\$	-
Adjust Manhole	EA	0	5.00	\$	-
Striping	LF	300	2.00	\$	600.00
Street Signs	EA	5	350.00	\$	1,750.00

Subtotal (5% Contingency)				\$	124,494.07
Engineering Fees, 21%				\$	26,143.75
Legal Fees, 5%				\$	6,224.70
Warrant Interest, 1 Yrs. @ 7%				\$	8,714.58
Subtotal				\$	165,577.11
Warrant Fee, 3.75%				\$	6,209.14
Total				\$	171,786.25

AX

PAVEMENT MAJOR, SPECIAL ASSESS (126th St)

9-inch PCC Pavement	SY	1379	32.00 \$	44,131.56
Common Excavation	CY	552	2.50 \$	1,379.11

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Subtotal (5% Contingency)			\$	47,786.20
Engineering Fees, 21%			\$	10,035.10
Legal Fees, 5%			\$	2,389.31
Warrant Interest, 1 Yrs. @ 7%			\$	3,345.03
Subtotal			\$	63,555.65
Warrant Fee, 3.75%			\$	2,383.34
Total			\$	65,938.98

\*Unit prices for 9" PCC Pavement supplemented by similar item in PAVEMENT MAJOR, GO section above

WATER INTERIOR, SPECIAL ASSESS

6-inch Water Main	LF	6,199	65.00 \$	402,935.00
8-inch Water Main	LF	1,116	80.00 \$	89,280.00
10-inch Water Main	LF	-	80.00 \$	-
12-inch Water Main	LF	642	80.00 \$	51,360.00
16-inch Water Main	LF	2,895	80.00 \$	231,600.00

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Subtotal (5% Contingency)			\$	813,933.75
Engineering Fees, 21%			\$	170,926.09
Legal Fees, 5%			\$	40,696.69
Warrant Interest, 1 Yrs. @ 7%			\$	56,975.36
Subtotal			\$	1,082,531.89
Warrant Fee, 3.75%			\$	40,594.95
Total			\$	1,123,126.83

\*Unit prices for 10", 12", and 16" water main supplemented by similar items in WATER INTERIOR, GO section below

WATER INTERIOR, GO

10-inch Water Main	LF	-	20.00 \$	-
12-inch Water Main	LF	642	40.00 \$	25,680.00
16-inch Water Main	LF	2,895	70.00 \$	202,650.00
Fire Hydrant Assembly	EA	21	4500.00 \$	94,500.00

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Subtotal (5% Contingency)			\$	338,971.50
Engineering Fees, 21%			\$	71,184.02
Legal Fees, 5%			\$	16,948.58
Warrant Interest, 1 Yrs. @ 7%			\$	23,728.01
Subtotal			\$	450,832.10
Warrant Fee, 3.75%			\$	16,906.20
Total			\$	467,738.30

CAPITAL FACILITIES FEE

Residential Lots	EA	143	2400.00 \$	343,200.00
Commercial	AC	0.00	7185.00 \$	-
Multi-Family	AC	0.00	7660.00 \$	-
Outlot	AC	8.60	6705.00 \$	57,663.00

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Subtotal (0% Contingency)			\$	400,863.00
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Legal Fees, 2%				\$	8,017.26
Warrant Interest, 1 Yrs. @ 7%				\$	28,060.41
Subtotal				\$	436,940.67
Warrant Fee, 3.75%				\$	16,385.28
Total				\$	453,325.95

<b>GAS</b>					
Total	lot	143		\$	-

Subtotal (0% Contingency)				\$	-
Engineering Fees, 3%				\$	-
Legal Fees, 5%				\$	-
Warrant Interest, 1 Yrs. @ 7%				\$	-
Subtotal				\$	-
Warrant Fee, 3.75%				\$	-
Total				\$	-

<b>POWER, SPECIAL ASSESS</b>					
Single Family Lots	EA	143	1350.00	\$	193,050.00
Comm/Industrial Backbone	AC	0.00	3500.00	\$	-

Subtotal (0% Contingency)				\$	193,050.00
Engineering Fees, 6%				\$	11,583.00
Legal Fees, 2%				\$	3,861.00
Warrant Interest, 1 Yrs. @ 7%				\$	13,513.50
Subtotal				\$	222,007.50
Warrant Fee, 3.75%				\$	8,325.28
Total				\$	230,332.78

<b>SARPY SEWER FEE - Paid at Building Permit</b>					
Single Family Lots	EA	0	800.00	\$	-
Apartments	EA	0	540.00	\$	-
Comm/Industrial Backbone	AC	0.00	5500.00	\$	-

Subtotal (0% Contingency)				\$	-
Legal Fees, 5%				\$	-
Warrant Interest, 1 Yrs. @ 7%				\$	-
Subtotal				\$	-
Warrant Fee, 3.75%				\$	-
Total				\$	-

<b>STORM SEWER - G.O.</b>					
15-inch RCP Storm Sewer	LF	600	46.00	\$	27,600.00
18-inch RCP Storm Sewer	LF	619	48.00	\$	29,712.00
24-inch RCP Storm Sewer	LF	1,962	65.00	\$	127,530.00
30-inch RCP Storm Sewer	LF	1,154	85.00	\$	98,090.00
36-inch RCP Storm Sewer	LF	294	120.00	\$	35,280.00
42-inch RCP Storm Sewer	LF	175	125.00	\$	21,875.00
48-inch RCP Storm Sewer	LF	50	160.00	\$	8,000.00
54-inch RCP Storm Sewer	LF	-	160.00	\$	-
60-inch RCP Storm Sewer	LF	110	160.00	\$	17,600.00
Storm Manhole, 54-inch I.D.	VF	18	400.00	\$	7,200.00
Storm Manhole, 54-inch I.D. Flat Top	VF	20	450.00	\$	9,000.00

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Storm Manhole, 60-inch I.D.	VF	-	550.00	\$	-
Storm Manhole, 60-inch I.D. Flat Top	VF	11	650.00	\$	7,150.00
Storm Manhole, 72-inch I.D.	VF	-	750.00	\$	-
Storm Manhole, 72-inch I.D. Flat Top	VF	17	850.00	\$	14,450.00
Storm Manhole, 84-inch I.D.	VF	-	900.00	\$	-
Storm Manhole, 84-inch I.D. Flat Top	VF	10	1000.00	\$	10,000.00
Storm FES, 18-inch ID	EA	2	1200.00	\$	2,400.00
Storm FES, 24-inch ID	EA	2	1600.00	\$	3,200.00
Storm FES, 30-inch ID	EA	-	2000.00	\$	-
Storm FES, 36-inch ID	EA	5	2500.00	\$	12,500.00
Storm FES, 42-inch ID	EA	1	3200.00	\$	3,200.00
Storm FES, 48-inch ID	EA	-	3600.00	\$	-
Storm FES, 54-inch ID	EA	-	4400.00	\$	-
Storm FES, 60-inch ID	EA	2	3600.00	\$	7,200.00
30" Concrete Collar	EA	1	450.00	\$	450.00
36" Concrete Collar	EA	2	500.00	\$	1,000.00
42" Concrete Collar	EA	1	550.00	\$	550.00
Type I or III Curb Inlet	EA	29	3500.00	\$	101,500.00
Type I or III Curb Inlet, Reinforced Box	EA	2	5000.00	\$	10,000.00
Type I Area Inlet	EA	1	4500.00	\$	4,500.00
Type II Area Inlet	EA	4	3800.00	\$	15,200.00
Construct 30" Pipe Plug	EA	1	250.00	\$	250.00
Flexamat	SY	671	115.00	\$	77,165.00
Clearing and Grubbing	LS	-	20000.00	\$	-
Temporary Basin Structures	EA	1	1200.00	\$	1,200.00
Standard Ring and Cover	EA	11	600.00	\$	6,600.00
Cast-In-Place retaining wall	SF	590	40.00	\$	23,600.00
Clean & Flush Manholes and Sanitary	LF	11,069	3.00	\$	33,207.00
Televise Storm Sewer after Paving	LF	4,964	2.00	\$	9,928.00

Subtotal				\$	727,137.00
Engineering Fees, 21%				\$	152,698.77
Legal Fees, 5%				\$	36,356.85
Warrant Interest, 1 Yrs. @ 7%				\$	50,899.59
Subtotal				\$	967,092.21
Warrant Fee, 3.75%				\$	36,265.96
Total				\$	1,003,358.17

\*Unit price for 72" storm sewer and FES supplemented by similar items in STORM SEWER, SPECIAL ASSESS section below

STORM SEWER, SPECIAL ASSESS

60-inch RCP Storm Sewer	LF	110	90.00		9,900.00
Storm FES, 60-inch ID	EA	2	6400.00		12,800.00

Subtotal				\$	22,700.00
Engineering Fees, 21%				\$	4,767.00
Legal Fees, 5%				\$	1,135.00
Warrant Interest, 1 Yrs. @ 7%				\$	1,589.00
Subtotal				\$	30,191.00
Warrant Fee, 3.75%				\$	1,132.16
Total				\$	31,323.16

SIDEWALK

Handicap Ramps	EA	88	640.00	\$	56,320.00
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Subtotal				\$	56,320.00
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Engineering Fees, 21%	\$	11,827.20
Legal Fees, 5%	\$	2,816.00
Warrant Interest, 1 Yrs. @ 7%	\$	3,942.40
Subtotal	\$	74,905.60
Warrant Fee, 3.75%	\$	2,808.96
Total	\$	77,714.56

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PRELIMINARY COST ESTIMATE

Founder's Ridge - 126th and Highway 370  
245-185

DATE: April 24, 2018

File: H:\200\245-185\ Estimates and Misc Spread Sheets\245-185 SOF Phase 1 04-24-18.xlsx

PHASE II

ITEM OF WORK	UNIT	QUANTITY	UNIT PRICE	AMOUNT
<b>SANITARY SEWER</b>				
6-inch San. Swr. w/ Crushed Rock Bedding LF		2065	33.00 \$	68,145.00
8-inch San. Swr. w/ Crushed Rock Bedding LF		3150	33.00 \$	103,950.00
8-inch pipe plug	EA	1	300.00 \$	300.00
Wyes or Slants	EA	59	150.00 \$	8,850.00
Manhole	VF	144	380.00 \$	54,720.00
Ring & Cover	EA	12	500.00 \$	6,000.00
Crushed Rock, Unstable Trench	TON	100	50.00 \$	5,000.00
Geotextile Fabric, Unstable Trench	SY	100	4.50 \$	450.00
Subtotal (5% Contingency)				\$ 259,785.75
Engineering Fees, 21%				\$ 54,555.01
Legal Fees, 5%				\$ 12,989.29
Warrant Interest, 1 Yrs. @ 7%				\$ 18,185.00
Subtotal				\$ 345,515.05
Warrant Fee, 3.75%				\$ 12,956.81
Total				\$ 358,471.86

<b>PAVEMENT, MINOR-SPECIAL ASSESS</b>				
7-inch PCC Pavement	SY	8498	32.00 \$	271,943.11
Common Excavation	CY	3399	2.50 \$	8,498.22
Type D Traffic Barriers	EA	0	350.00 \$	-
4" P.C.C. Sidewalk	SF	0	6.00 \$	-
Subtotal (5% Contingency)				\$ 294,463.40
Engineering Fees, 21%				\$ 61,837.31
Legal Fees, 5%				\$ 14,723.17
Warrant Interest, 1 Yrs. @ 7%				\$ 20,612.44
Subtotal				\$ 391,636.32
Warrant Fee, 3.75%				\$ 14,686.36
Total				\$ 406,322.68

\*Unit prices for 7" PCC Pavement supplemented by similar item in PAVEMENT, GO section below

<b>PAVEMENT, MINOR-G.O.</b>				
7-inch PCC Pavement	SY	551	32.00 \$	17,646.22
Common Excavation	CY	221	2.50 \$	551.44
7-inch PCC Pavement Extra Depth	SY	9050	6.00 \$	54,298.00
Striping	LF	0	5.00 \$	-
4" P.C.C. Sidewalk	SF	0	6.00 \$	-
6" P.C.C. Trail	SF	10931	6.00 \$	65,586.00
Adjust Manhole	EA	12	300.00 \$	3,600.00
Street Signs	EA	3	350.00 \$	1,050.00
Subtotal (5% Contingency)				\$ 149,868.25
Engineering Fees, 21%				\$ 31,472.33
Legal Fees, 5%				\$ 7,493.41

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Warrant Interest, 1 Yrs. @ 7%			\$	10,490.78
Subtotal			\$	199,324.77
Warrant Fee, 3.75%			\$	7,474.68
Total			\$	206,799.45

PAVEMENT MAJOR, G.O. (Constitution Blvd)

9-inch PCC Pavement	SY	756	32.00	\$	24,202.67
Common Excavation	SY	303	2.50	\$	756.33
9-inch PCC Pavement Extra Depth	SY	1940	16.00	\$	31,040.00
Drill & Grout 1"x18" Epoxy Coated Dowel B	EA	20	14.00	\$	280.00
4" P.C.C. Sidewalk	SF	0	6.00	\$	-
Adjust Manhole	EA	0	5.00	\$	-
Striping	LF	0	2.00	\$	-
Street Signs	EA	0	350.00	\$	-

Subtotal (5% Contingency)				\$	59,092.95
Engineering Fees, 21%				\$	12,409.52
Legal Fees, 5%				\$	2,954.65
Warrant Interest, 1 Yrs. @ 7%				\$	4,136.51
Subtotal				\$	78,593.62
Warrant Fee, 3.75%				\$	2,947.26
Total				\$	81,540.88

PAVEMENT MAJOR, SPECIAL ASSESS (Constitution Blvd)

9-inch PCC Pavement	SY	1184	32.00	\$	37,877.33
Common Excavation	CY	473	2.50	\$	1,183.67

Subtotal (5% Contingency)				\$	41,014.05
Engineering Fees, 21%				\$	8,612.95
Legal Fees, 5%				\$	2,050.70
Warrant Interest, 1 Yrs. @ 7%				\$	2,870.98
Subtotal				\$	54,548.69
Warrant Fee, 3.75%				\$	2,045.58
Total				\$	56,594.26

\*Unit prices for 9" PCC Pavement supplemented by similar item in PAVEMENT MAJOR, GO section above

WATER INTERIOR

6-inch Water Main	LF	1,688	65.00	\$	109,720.00
8-inch Water Main	LF	1,581	80.00	\$	126,480.00
10-inch Water Main	LF	403	80.00	\$	32,240.00
12-inch Water Main	LF	-	80.00	\$	-
16-inch Water Main	LF	-	80.00	\$	-

Subtotal (5% Contingency)				\$	281,862.00
Engineering Fees, 21%				\$	59,191.02
Legal Fees, 5%				\$	14,093.10
Warrant Interest, 1 Yrs. @ 7%				\$	19,730.34
Subtotal				\$	374,876.46
Warrant Fee, 3.75%				\$	14,057.87
Total				\$	388,934.33

\*Unit prices for 10", 12", and 16" water main supplemented by similar items in WATER INTERIOR, GO section below





**WATER INTERIOR, GO**

10-inch Water Main	LF	403	20.00	\$	8,060.00
12-inch Water Main	LF	-	40.00	\$	-
16-inch Water Main	LF	-	70.00	\$	-
Fire Hydrant Assembly	EA	6	4500.00	\$	27,000.00

Subtotal (5% Contingency)				\$	36,813.00
Engineering Fees, 21%				\$	7,730.73
Legal Fees, 5%				\$	1,840.65
Warrant Interest, 1 Yrs. @ 7%				\$	2,576.91
Subtotal				\$	48,961.29
Warrant Fee, 3.75%				\$	1,836.05
Total				\$	50,797.34

**CAPITAL FACILITIES FEE**

Residential Lots	EA	61	2400.00	\$	146,400.00
Commercial	AC	0.00	7185.00	\$	-
Multi-Family	AC	0.00	7660.00	\$	-
Outlot	AC	0.00	6705.00	\$	-

Subtotal (0% Contingency)				\$	146,400.00
Legal Fees, 2%				\$	2,928.00
Warrant Interest, 1 Yrs. @ 7%				\$	10,248.00
Subtotal				\$	159,576.00
Warrant Fee, 3.75%				\$	5,984.10
Total				\$	165,560.10

**GAS**

Total	lot	61		\$	-
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Subtotal (0% Contingency)				\$	-
Engineering Fees, 3%				\$	-
Legal Fees, 5%				\$	-
Warrant Interest, 1 Yrs. @ 7%				\$	-
Subtotal				\$	-
Warrant Fee, 3.75%				\$	-
Total				\$	-

**POWER, SPECIAL ASSESS**

Single Family Lots	EA	61	1350.00	\$	82,350.00
Comm/Industrial Backbone	AC	0.00	3500.00	\$	-

Subtotal (0% Contingency)				\$	82,350.00
Engineering Fees, 6%				\$	4,941.00
Legal Fees, 2%				\$	1,647.00
Warrant Interest, 1 Yrs. @ 7%				\$	5,764.50
Subtotal				\$	94,702.50
Warrant Fee, 3.75%				\$	3,551.34
Total				\$	98,253.84

**SARPY SEWER FEE - Paid at Building Permit**

Single Family Lots	EA	0	800.00	\$	-
Apartments	EA	0	540.00	\$	-

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Comm/Industrial Backbone	AC	0.00	5500.00	\$	-
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Subtotal (0% Contingency)				\$	-
Legal Fees, 2%				\$	-
Warrant Interest, 1 Yrs. @ 7%				\$	-
Subtotal				\$	-
Warrant Fee, 3.75%				\$	-
Total				\$	-

**STORM SEWER - G.O.**

15-inch RCP Storm Sewer	LF	100	46.00	\$	4,600.00
18-inch RCP Storm Sewer	LF	770	48.00	\$	36,960.00
24-inch RCP Storm Sewer	LF	440	65.00	\$	28,600.00
30-inch RCP Storm Sewer	LF	-	85.00	\$	-
36-inch RCP Storm Sewer	LF	40	120.00	\$	4,800.00
42-inch RCP Storm Sewer	LF	-	125.00	\$	-
48-inch RCP Storm Sewer	LF	-	160.00	\$	-
54-inch RCP Storm Sewer	LF	-	160.00	\$	-
60-inch RCP Storm Sewer	LF	-	160.00	\$	-
Storm Manhole, 54-inch I.D.	VF	-	400.00	\$	-
Storm Manhole, 54-inch I.D. Flat Top	VF	10	450.00	\$	4,500.00
Storm Manhole, 60-inch I.D.	VF	9	550.00	\$	4,950.00
Storm Manhole, 60-inch I.D. Flat Top	VF	9	650.00	\$	5,850.00
Storm Manhole, 72-inch I.D.	VF	-	750.00	\$	-
Storm Manhole, 72-inch I.D. Flat Top	VF	-	850.00	\$	-
Storm Manhole, 84-inch I.D.	VF	-	900.00	\$	-
Storm Manhole, 84-inch I.D. Flat Top	VF	-	1000.00	\$	-
Storm FES, 18-inch ID	EA	-	1200.00	\$	-
Storm FES, 24-inch ID	EA	1	1600.00	\$	1,600.00
Storm FES, 30-inch ID	EA	-	2000.00	\$	-
Storm FES, 36-inch ID	EA	1	2500.00	\$	2,500.00
Storm FES, 42-inch ID	EA	-	3200.00	\$	-
Storm FES, 48-inch ID	EA	-	3600.00	\$	-
Storm FES, 54-inch ID	EA	-	4400.00	\$	-
Storm FES, 60-inch ID	EA	-	3600.00	\$	-
30" Concrete Collar	EA	-	450.00	\$	-
36" Concrete Collar	EA	-	500.00	\$	-
42" Concrete Collar	EA	-	550.00	\$	-
Type I or III Curb Inlet	EA	8	3500.00	\$	28,000.00
Type I or III Curb Inlet, Reinforced Box	EA	-	5000.00	\$	-
Type I Area Inlet	EA	-	4500.00	\$	-
Type II Area Inlet	EA	1	3800.00	\$	3,800.00
Construct 30" Pipe Plug	EA	-	250.00	\$	-
Flexamat	SY	-	115.00	\$	-
Clearing and Grubbing	LS	-	20000.00	\$	-
Temporary Basin Structures	EA	-	1200.00	\$	-
Standard Ring and Cover	EA	4	600.00	\$	2,400.00
Cast-In-Place retaining wall	SF	-	40.00	\$	-
Clean & Flush Manholes and Sanitary	LF	3,150	3.00	\$	9,450.00
Televise Storm Sewer after Paving	LF	1,350	2.00	\$	2,700.00

Subtotal				\$	140,710.00
Engineering Fees, 21%				\$	29,549.10
Legal Fees, 5%				\$	7,035.50
Warrant Interest, 1 Yrs. @ 7%				\$	9,849.70
Subtotal				\$	187,144.30

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Warrant Fee, 3.75%				\$	7,017.91
Total				\$	194,162.21

**SIDEWALK**

Handicap Ramps	EA	24	640.00	\$	15,360.00
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Subtotal				\$	15,360.00
Engineering Fees, 21%				\$	3,225.60
Legal Fees, 5%				\$	768.00
Warrant Interest, 1 Yrs. @ 7%				\$	1,075.20
Subtotal				\$	20,428.80
Warrant Fee, 3.75%				\$	766.08
Total				\$	21,194.88

**HIGHWAY 370 CONTRIBUTION, GO**

Highway 370 - 126th St	LS	1	37081.64	\$	37,081.64
Highway 370 - 132nd St	LS	1	84429.00	\$	84,429.00
Highway 370 - Siebold Dr	LS	1	66060.31	\$	66,060.31

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Subtotal				\$	187,570.95
Engineering Fees, 3%				\$	5,627.13
Legal Fees, 2%				\$	3,751.42
Warrant Interest, 1 Yrs. @ 7%				\$	13,129.97
Subtotal				\$	210,079.46
Warrant Fee, 3.75%				\$	7,877.98
Total				\$	217,957.44

\*One third of total cost of each project (Highway 370 - 126th St., Highway 370 - 132nd St., Highway 370 - Siebold Dr.) as noted on Ashbury Farm Cost Breakdown provided by Bill Herr on October 30, 2017

**HIGHWAY 370 CONSTRUCTION, GO**

10" P.C.C. Pavement, Rt Turn Lane	SY	2,077	50.00	\$	103,866.67
10" P.C.C. Pavement, Lt Turn Lane	SY	400	50.00	\$	20,000.00
Subgrade Preparation	C.Y.	991	3.30	\$	3,270.08
Embankment	C.Y.	2,500	6.00	\$	15,000.00
Traffic Control	LS	1	20000.00	\$	20,000.00
#8 Epoxy Coated Rebar	EA	300	20.00	\$	6,000.00

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Subtotal				\$	168,136.75
Engineering Fees, 21%				\$	35,308.72
Legal Fees, 5%				\$	8,406.84
Warrant Interest, 1 Yrs. @ 7%				\$	11,769.57
Subtotal				\$	223,621.87
Warrant Fee, 3.75%				\$	8,385.82
Total				\$	232,007.69

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**PRELIMINARY COST ESTIMATE**

Founder's Ridge - 126th and Highway 370

245-185

DATE: April 24, 2018

File: H:\200\245-185\ Estimates and Misc Spread Sheets\245-185 SOF Phase 1 04-24-18.xlsx

**PHASE III**

ITEM OF WORK	UNIT	QUANTITY	UNIT PRICE	AMOUNT
<b>SANITARY SEWER</b>				
6-inch San. Swr. w/ Crushed Rock Bedding LF		1050	33.00 \$	34,650.00
8-inch San. Swr. w/ Crushed Rock Bedding LF		1660	33.00 \$	54,780.00
8-inch pipe plug	EA	0	300.00 \$	-
Wyes or Slants	EA	30	150.00 \$	4,500.00
Manhole	VF	78	380.00 \$	29,640.00
Ring & Cover	EA	6	500.00 \$	3,000.00
Crushed Rock, Unstable Trench	TON	100	50.00 \$	5,000.00
Geotextile Fabric, Unstable Trench	SY	100	4.50 \$	450.00
Subtotal (5% Contingency)				\$ 138,621.00
Engineering Fees, 21%				\$ 29,110.41
Legal Fees, 5%				\$ 6,931.05
Warrant Interest, 1 Yrs. @ 7%				\$ 9,703.47
Subtotal				\$ 184,365.93
Warrant Fee, 3.75%				\$ 6,913.72
Total				\$ 191,279.65
<b>PAVEMENT MAJOR, G.O. (Constitution/Richland)</b>				
9-inch PCC Pavement	SY	1983	32.00 \$	63,466.67
Common Excavation	SY	793	2.50 \$	1,983.33
9-inch PCC Pavement Extra Depth	SY	6109	16.00 \$	97,736.89
Drill & Grout 1"x18" Epoxy Coated Dowel B:	EA	0	14.00 \$	-
4" P.C.C. Sidewalk	SF	0	6.00 \$	-
Adjust Manhole	EA	0	5.00 \$	-
Striping	LF	0	2.00 \$	-
Street Signs	EA	0	350.00 \$	-
Subtotal (5% Contingency)				\$ 171,346.23
Engineering Fees, 21%				\$ 35,982.71
Legal Fees, 5%				\$ 8,567.31
Warrant Interest, 1 Yrs. @ 7%				\$ 11,994.24
Subtotal				\$ 227,890.49
Warrant Fee, 3.75%				\$ 8,545.89
Total				\$ 236,436.38
<b>PAVEMENT MAJOR, SPECIAL ASSESS (Constitution/Richland)</b>				
9-inch PCC Pavement	SY	4125	32.00 \$	132,007.11
Common Excavation	CY	1650	2.50 \$	4,125.22
4" P.C.C. Sidewalk	SF	1139	6.00 \$	6,834.00
Subtotal (5% Contingency)				\$ 150,114.65
Engineering Fees, 21%				\$ 31,524.08
Legal Fees, 5%				\$ 7,505.73
Warrant Interest, 1 Yrs. @ 7%				\$ 10,508.03
Subtotal				\$ 199,652.48

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Warrant Fee, 3.75%			\$	7,486.97
Total			\$	207,139.45

\*Unit prices for 9" PCC Pavement supplemented by similar item in PAVEMENT MAJOR, GO section above

<b>WATER INTERIOR</b>				
6-inch Water Main	LF	0	65.00	\$ -
8-inch Water Main	LF	0	80.00	\$ -
10-inch Water Main	LF	1,734	80.00	\$ 138,720.00
12-inch Water Main	LF	0	80.00	\$ -
16-inch Water Main	LF	0	80.00	\$ -

Subtotal (5% Contingency)			\$	145,656.00
Engineering Fees, 21%			\$	30,587.76
Legal Fees, 5%			\$	7,282.80
Warrant Interest, 1 Yrs. @ 7%			\$	10,195.92
Subtotal			\$	193,722.48
Warrant Fee, 3.75%			\$	7,264.59
Total			\$	200,987.07

\*Unit prices for 10", 12", and 16" water main supplemented by similar items in WATER INTERIOR, GO section below

<b>WATER INTERIOR, GO</b>				
10-inch Water Main	LF	1,734	20.00	\$ 34,680.00
12-inch Water Main	LF	-	40.00	\$ -
16-inch Water Main	LF	-	70.00	\$ -
Fire Hydrant Assembly	EA	3	4500.00	\$ 13,500.00

Subtotal (5% Contingency)			\$	50,589.00
Engineering Fees, 21%			\$	10,623.69
Legal Fees, 5%			\$	2,529.45
Warrant Interest, 1 Yrs. @ 7%			\$	3,541.23
Subtotal			\$	67,283.37
Warrant Fee, 3.75%			\$	2,523.13
Total			\$	69,806.50

<b>CAPITAL FACILITIES FEE</b>				
Residential Lots	EA	0	2400.00	\$ -
Commercial	AC	19.00	7185.00	\$ 136,515.00
Multi-Family	AC	5.70	7660.00	\$ 43,662.00
Outlot	AC	1.30	6705.00	\$ 8,716.50

Subtotal (0% Contingency)			\$	188,893.50
Legal Fees, 2%			\$	3,777.87
Warrant Interest, 1 Yrs. @ 7%			\$	13,222.55
Subtotal			\$	205,893.92
Warrant Fee, 3.75%			\$	7,721.02
Total			\$	213,614.94

<b>POWER, SPECIAL ASSESS</b>				
Single Family Lots	EA	0	1350.00	\$ -
Comm/Industrial Backbone	AC	24.68	3500.00	\$ 86,380.00

Subtotal (0% Contingency)			\$	86,380.00
Engineering Fees, 6%			\$	5,182.80

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Legal Fees, 2%			\$	1,727.60
Warrant Interest, 1 Yrs. @ 7%			\$	6,046.60
Subtotal			\$	99,337.00
Warrant Fee, 3.75%			\$	3,725.14
Total			\$	103,062.14

SARPY SEWER FEE - Paid at Building Permit

Single Family Lots	EA	0	800.00	\$	-
Apartments	EA	0	540.00	\$	-
Comm/Industrial Backbone	AC	0.00	5500.00	\$	-

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Subtotal (0% Contingency)				\$	-
Legal Fees, 5%				\$	-
Warrant Interest, 1 Yrs. @ 7%				\$	-
Subtotal				\$	-
Warrant Fee, 3.75%				\$	-
Total				\$	-

STORM SEWER - G.O.

15-inch RCP Storm Sewer	LF	430	46.00	\$	19,780.00
18-inch RCP Storm Sewer	LF	50	48.00	\$	2,400.00
24-inch RCP Storm Sewer	LF	90	65.00	\$	5,850.00
30-inch RCP Storm Sewer	LF	110	85.00	\$	9,350.00
36-inch RCP Storm Sewer	LF	840	120.00	\$	100,800.00
42-inch RCP Storm Sewer	LF	280	125.00	\$	35,000.00
48-inch RCP Storm Sewer	LF	-	160.00	\$	-
54-inch RCP Storm Sewer	LF	30	160.00	\$	4,800.00
60-inch RCP Storm Sewer	LF	-	160.00	\$	-
Storm Manhole, 54-inch I.D.	VF	-	400.00	\$	-
Storm Manhole, 54-inch I.D. Flat Top	VF	-	450.00	\$	-
Storm Manhole, 60-inch I.D.	VF	21	550.00	\$	11,550.00
Storm Manhole, 60-inch I.D. Flat Top	VF	-	650.00	\$	-
Storm Manhole, 72-inch I.D.	VF	-	750.00	\$	-
Storm Manhole, 72-inch I.D. Flat Top	VF	-	850.00	\$	-
Storm Manhole, 84-inch I.D.	VF	7	900.00	\$	6,300.00
Storm Manhole, 84-inch I.D. Flat Top	VF	-	1000.00	\$	-
Storm FES, 18-inch ID	EA	-	1200.00	\$	-
Storm FES, 24-inch ID	EA	-	1600.00	\$	-
Storm FES, 30-inch ID	EA	-	2000.00	\$	-
Storm FES, 36-inch ID	EA	1	2500.00	\$	2,500.00
Storm FES, 42-inch ID	EA	1	3200.00	\$	3,200.00
Storm FES, 48-inch ID	EA	-	3600.00	\$	-
Storm FES, 54-inch ID	EA	1	4400.00	\$	4,400.00
Storm FES, 60-inch ID	EA	-	3600.00	\$	-
30" Concrete Collar	EA	-	450.00	\$	-
36" Concrete Collar	EA	-	500.00	\$	-
42" Concrete Collar	EA	-	550.00	\$	-
Type I or III Curb Inlet	EA	6	3500.00	\$	21,000.00
Type I or III Curb Inlet, Reinforced Box	EA	-	5000.00	\$	-
Type I Area Inlet	EA	-	4500.00	\$	-
Type II Area Inlet	EA	1	3800.00	\$	3,800.00
Construct 30" Pipe Plug	EA	7	250.00	\$	1,750.00
Flexamat	SY	-	115.00	\$	-
Clearing and Grubbing	LS	-	20000.00	\$	-
Temporary Basin Structures	EA	-	1200.00	\$	-

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Standard Ring and Cover	EA	-	600.00	\$	-
Cast-In-Place retaining wall	SF	-	40.00	\$	-
Clean & Flush Manholes and Sanitary Sewer After Paving	LF	1,660	3.00	\$	4,980.00
Televise Storm Sewer after Paving	LF	1,830	2.00	\$	3,660.00
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Subtotal				\$	241,120.00
Engineering Fees, 21%				\$	50,635.20
Legal Fees, 5%				\$	12,056.00
Warrant Interest, 1 Yrs. @ 7%				\$	16,878.40
Subtotal				\$	320,689.60
Warrant Fee, 3.75%				\$	12,025.86
Total				\$	332,715.46

\*Unit price for 54" storm sewer and FES supplemented by similar items in STORM SEWER, SPECIAL ASSESS section below

**STORM SEWER, SPECIAL ASSESS**

54-inch RCP Storm Sewer	LF	30	30.00		900.00
Storm FES, 54-inch ID	EA	1	800.00		800.00
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Subtotal				\$	1,700.00
Engineering Fees, 21%				\$	357.00
Legal Fees, 5%				\$	85.00
Warrant Interest, 1 Yrs. @ 7%				\$	119.00
Subtotal				\$	2,261.00
Warrant Fee, 3.75%				\$	84.79
Total				\$	2,345.79

**FUTURE EXPENSES**

HWY 370 Trail Underpass	LS	1	100000.00		100,000.00
East-West Trail	SF	20,000	7.00		140,000.00
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Subtotal				\$	240,000.00
Engineering Fees, 21%				\$	50,400.00
Legal Fees, 5%				\$	12,000.00
Warrant Interest, 1 Yrs. @ 7%				\$	16,800.00
Subtotal				\$	319,200.00
Warrant Fee, 3.75%				\$	11,970.00
Total				\$	331,170.00

**HIGHWAY 370 CONSTRUCTION, GO**

10" P.C.C. Pavement, Rt Turn Lane	SY	1,692	50.00	\$	84,600.00
10" P.C.C. Pavement, Lt Turn Lane	SY	563	50.00	\$	28,150.00
Subgrade Preparation	C.Y.	902	3.30	\$	2,976.60
Embankment	C.Y.	2,500	6.00	\$	15,000.00
Traffic Control	LS	1	40000.00	\$	40,000.00
#8 Epoxy Coated Rebar	EA	260	20.00	\$	5,200.00
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Subtotal				\$	175,926.60
Engineering Fees, 21%				\$	36,944.59
Legal Fees, 5%				\$	8,796.33
Warrant Interest, 1 Yrs. @ 7%				\$	12,314.86
Subtotal				\$	233,982.38
Warrant Fee, 3.75%				\$	8,774.34
Total				\$	242,756.72

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PRELIMINARY COST ESTIMATE

Founder's Ridge - 126th and Highway 370  
245-185

DATE: April 24, 2018

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**PHASES I-III**

ITEM OF WORK	UNIT	QUANTITY	UNIT PRICE	AMOUNT
<b>SANITARY SEWER</b>				
6-inch San. Swr. w/ Crushed Rock Bedding	LF	8190	33.00 \$	270,270.00
8-inch San. Swr. w/ Crushed Rock Bedding	LF	12919	33.00 \$	426,327.00
8-inch pipe plug	EA	7	300.00 \$	2,100.00
Wyes or Slants	EA	234	150.00 \$	35,100.00
Manhole	VF	594	380.00 \$	225,720.00
Ring & Cover	EA	49	500.00 \$	24,500.00
Crushed Rock, Unstable Trench	TON	300	50.00 \$	15,000.00
Geotextile Fabric, Unstable Trench	SY	300	4.50 \$	1,350.00
Subtotal (5% Contingency)				\$ 1,050,385.35
Engineering Fees, 21%				\$ 220,580.92
Legal Fees, 5%				\$ 52,519.27
Warrant Interest, 1 Yrs. @ 7%				\$ 73,526.97
Subtotal				\$ 1,397,012.52
Warrant Fee, 3.75%				\$ 52,387.97
Total				\$ 1,449,400.48
<b>SANITARY SEWER OUTFALL</b>				
Mobilization	EA	1	15000.00 \$	15,000.00
Clearing and Grubbing	LS	1	5000.00 \$	5,000.00
8-inch San. Swr. w/ Crushed Rock Bedding	LF	280	33.00 \$	9,240.00
10-inch San. Swr. w/ Crushed Rock Bedding	LF	1400	37.00 \$	51,800.00
12-inch San. Swr. w/ Crushed Rock Bedding	LF	950	43.00 \$	40,850.00
15-inch San. Swr. w/ Crushed Rock Bedding	LF	330	50.00 \$	16,500.00
Fabric Silt Fence, In Place	LF	1830	4.00 \$	7,320.00
Bore 20-inch Welded Steel Casing	LF	340	300.00 \$	102,000.00
Manhole	VF	80	380.00 \$	30,400.00
Ring & Cover	EA	9	500.00 \$	4,500.00
Concrete Collar Around Manhole, In Place	EA	9	500.00 \$	4,500.00
Construct 15" Concrete Collar, In Place	EA	1	300.00 \$	300.00
Construct Concrete Plug, 8" I.D. Sanitary	EA	1	100.00 \$	100.00
Construct 4" Dia. Steel, 6' Tall Marker Post	EA	7	100.00 \$	700.00
Erosion Control Matting and Seeding, In	AC	6	1000.00 \$	6,000.00
Geotextile Fabric, Unstable Trench, If	SY	100	4.50 \$	450.00
Crushed Rock, Unstable Trench, If	TON	100	50.00 \$	5,000.00
Dewatering, If Necessary	LF	100	40.00 \$	4,000.00
Subtotal (5% Contingency)				\$ 318,843.00
Engineering Fees, 21%				\$ 66,957.03
Legal Fees, 5%				\$ 15,942.15
Warrant Interest, 1 Yrs. @ 7%				\$ 22,319.01
Subtotal				\$ 424,061.19



BI

Warrant Fee, 3.75%			\$	15,902.29
Total			\$	439,963.48

PAVEMENT, MINOR-SPECIAL ASSESS

7-inch PCC Pavement	SY	34379	32.00	\$	1,100,120.89
Common Excavation	CY	13752	2.50	\$	34,378.78
Type D Traffic Barriers	EA	52	350.00	\$	18,200.00
4" P.C.C. Sidewalk	SF	8115	6.00	\$	48,690.00
<hr/>					
Subtotal (5% Contingency)				\$	1,261,459.15
Engineering Fees, 21%				\$	264,906.42
Legal Fees, 5%				\$	63,072.96
Warrant Interest, 1 Yrs. @ 7%				\$	88,302.14
Subtotal				\$	1,677,740.67
Warrant Fee, 3.75%				\$	62,915.28
Total				\$	1,740,655.94

\*Unit prices for 7" PCC Pavement supplemented by similar item in PAVEMENT, GO section below

PAVEMENT, MINOR - G.O.

7-inch PCC Pavement	SY	3043	32.00	\$	97,361.78
Common Excavation	CY	1197	2.50	\$	2,993.44
7-inch PCC Pavement Extra Depth	SY	37421	6.00	\$	224,528.00
Striping	LF	0	5.00	\$	-
4" P.C.C. Sidewalk	SF	0	6.00	\$	-
6" P.C.C. Trail	SF	29314	6.00	\$	175,884.00
Adjust Manhole	EA	14	300.00	\$	4,200.00
Street Signs	EA	25	350.00	\$	8,750.00
Sediment Basin Cleanout	EA	4	20000.00	\$	80,000.00
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Subtotal (5% Contingency)				\$	623,403.08
Engineering Fees, 21%				\$	130,914.65
Legal Fees, 5%				\$	31,170.15
Warrant Interest, 1 Yrs. @ 7%				\$	43,638.22
Subtotal				\$	829,126.10
Warrant Fee, 3.75%				\$	31,092.23
Total				\$	860,218.33

PAVEMENT MAJOR, G.O. (126th St)

9-inch PCC Pavement	SY	1910	32.00	\$	61,120.00
Common Excavation	SY	764	2.50	\$	1,910.00
9-inch PCC Pavement Extra Depth	SY	3289	16.00	\$	52,625.78
Drill & Grout 1"x18" Epoxy Coated Dowel B:	EA	40	14.00	\$	560.00
4" P.C.C. Sidewalk	SF	0	6.00	\$	-
Adjust Manhole	EA	0	5.00	\$	-
Striping	LF	300	2.00	\$	600.00
Street Signs	EA	5	350.00	\$	1,750.00
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Subtotal (5% Contingency)				\$	124,494.07
Engineering Fees, 21%				\$	26,143.75
Legal Fees, 5%				\$	6,224.70
Warrant Interest, 1 Yrs. @ 7%				\$	8,714.58
Subtotal				\$	165,577.11
Warrant Fee, 3.75%				\$	6,209.14
Total				\$	171,786.25

Bm

PAVEMENT MAJOR, SPECIAL ASSESS (126th St)				
9-inch PCC Pavement	SY	1379	32.00 \$	44,131.56
Common Excavation	CY	552	2.50 \$	1,379.11

Subtotal (5% Contingency)			\$	47,786.20
Engineering Fees, 21%			\$	10,035.10
Legal Fees, 5%			\$	2,389.31
Warrant Interest, 1 Yrs. @ 7%			\$	3,345.03
Subtotal			\$	63,555.65
Warrant Fee, 3.75%			\$	2,383.34
Total			\$	65,938.98

\*Unit prices for 9" PCC Pavement supplemented by similar item in PAVEMENT MAJOR, GO section above

PAVEMENT MAJOR, G.O. (Constitution Blvd/Richland Dr)				
9-inch PCC Pavement	SY	2740	32.00 \$	87,669.33
Common Excavation	SY	1096	2.50 \$	2,739.67
9-inch PCC Pavement Extra Depth	SY	8049	16.00 \$	128,776.89
Drill & Grout 1"x18" Epoxy Coated Dowel B:	EA	20	14.00 \$	280.00
4" P.C.C. Sidewalk	SF	0	6.00 \$	-
Adjust Manhole	EA	0	5.00 \$	-
Striping	LF	0	2.00 \$	-
Street Signs	EA	0	350.00 \$	-

Subtotal (5% Contingency)			\$	230,439.18
Engineering Fees, 21%			\$	48,392.23
Legal Fees, 5%			\$	11,521.96
Warrant Interest, 1 Yrs. @ 7%			\$	16,130.74
Subtotal			\$	306,484.11
Warrant Fee, 3.75%			\$	11,493.15
Total			\$	317,977.27

PAVEMENT MAJOR, SPECIAL ASSESS (Constitution Blvd)				
9-inch PCC Pavement	EA	5309	32.00 \$	169,884.44
Common Excavation	EA	2124	2.50 \$	5,308.89
4" P.C.C. Sidewalk	EA	1139	6.00 \$	6,834.00

Subtotal (5% Contingency)			\$	191,128.70
Engineering Fees, 21%			\$	40,137.03
Legal Fees, 5%			\$	9,556.44
Warrant Interest, 1 Yrs. @ 7%			\$	13,379.01
Subtotal			\$	254,201.17
Warrant Fee, 3.75%			\$	9,532.54
Total			\$	263,733.71

\*Unit prices for 9" PCC Pavement supplemented by similar item in PAVEMENT MAJOR, GO section above

WATER INTERIOR				
6-inch Water Main	LF	7,887	65.00 \$	512,655.00
8-inch Water Main	LF	2,697	80.00 \$	215,760.00
10-inch Water Main	LF	2,137	80.00 \$	170,960.00
12-inch Water Main	LF	642	80.00 \$	51,360.00
16-inch Water Main	LF	2,895	80.00 \$	231,600.00

BN

Subtotal (5% Contingency)				\$	1,241,451.75
Engineering Fees, 21%				\$	260,704.87
Legal Fees, 5%				\$	62,072.59
Warrant Interest, 1 Yrs. @ 7%				\$	86,901.62
Subtotal				\$	1,651,130.83
Warrant Fee, 3.75%				\$	61,917.41
Total				\$	1,713,048.23

\*Unit prices for 10", 12", and 16" water main supplemented by similar items in WATER INTERIOR, GO section below

WATER INTERIOR, GO

10-inch Water Main	LF	2,137	20.00	\$	42,740.00
12-inch Water Main	LF	642	40.00	\$	25,680.00
16-inch Water Main	LF	2,895	70.00	\$	202,650.00
Fire Hydrant Assembly	EA	30	4500.00	\$	135,000.00

Subtotal (5% Contingency)				\$	426,373.50
Engineering Fees, 21%				\$	89,538.44
Legal Fees, 5%				\$	21,318.68
Warrant Interest, 1 Yrs. @ 7%				\$	29,846.15
Subtotal				\$	567,076.76
Warrant Fee, 3.75%				\$	21,265.38
Total				\$	588,342.13

CAPITAL FACILITIES FEE

Residential Lots	EA	204	2400.00	\$	489,600.00
Commercial	AC	19.00	7185.00	\$	136,515.00
Multi-Family	AC	5.70	7660.00	\$	43,662.00
Outlot	AC	9.90	6705.00	\$	66,379.50

Subtotal (0% Contingency)				\$	736,156.50
Legal Fees, 2%				\$	14,723.13
Warrant Interest, 1 Yrs. @ 7%				\$	51,530.96
Subtotal				\$	802,410.59
Warrant Fee, 3.75%				\$	30,090.40
Total				\$	832,500.98

GAS

Total	lot	204		\$	-
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Subtotal (0% Contingency)				\$	-
Engineering Fees, 3%				\$	-
Legal Fees, 5%				\$	-
Warrant Interest, 1 Yrs. @ 7%				\$	-
Subtotal				\$	-
Warrant Fee, 3.75%				\$	-
Total				\$	-

POWER

Single Family Lots	EA	204	1350.00	\$	275,400.00
Comm/Industrial Backbone	AC	24.68	3500.00	\$	86,380.00

Subtotal (0% Contingency)				\$	361,780.00
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BB

Engineering Fees, 6%			\$	21,706.80
Legal Fees, 2%			\$	7,235.60
Warrant Interest, 1 Yrs. @ 7%			\$	25,324.60
Subtotal			\$	416,047.00
Warrant Fee, 3.75%			\$	15,601.76
Total			\$	431,648.76

SARPY SEWER FEE - Paid at Building Permit

Single Family Lots	EA	0	800.00	\$	-
Apartments	EA	0	540.00	\$	-
Comm/Industrial Backbone	AC	0.00	5500.00	\$	-

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Subtotal (0% Contingency)			\$	-
Legal Fees, 5%			\$	-
Warrant Interest, 1 Yrs. @ 7%			\$	-
Subtotal			\$	-
Warrant Fee, 3.75%			\$	-
Total			\$	-

STORM SEWER - G.O.

15-inch RCP Storm Sewer	LF	1,130	46.00	\$	51,980.00
18-inch RCP Storm Sewer	LF	1,439	48.00	\$	69,072.00
24-inch RCP Storm Sewer	LF	2,492	65.00	\$	161,980.00
30-inch RCP Storm Sewer	LF	1,264	85.00	\$	107,440.00
36-inch RCP Storm Sewer	LF	1,174	120.00	\$	140,880.00
42-inch RCP Storm Sewer	LF	455	125.00	\$	56,875.00
48-inch RCP Storm Sewer	LF	50	160.00	\$	8,000.00
54-inch RCP Storm Sewer	LF	30	160.00	\$	4,800.00
60-inch RCP Storm Sewer	LF	110	160.00	\$	17,600.00
Storm Manhole, 54-inch I.D.	VF	18	400.00	\$	7,200.00
Storm Manhole, 54-inch I.D. Flat Top	VF	30	450.00	\$	13,500.00
Storm Manhole, 60-inch I.D.	VF	30	550.00	\$	16,500.00
Storm Manhole, 60-inch I.D. Flat Top	VF	20	650.00	\$	13,000.00
Storm Manhole, 72-inch I.D.	VF	-	750.00	\$	-
Storm Manhole, 72-inch I.D. Flat Top	VF	17	850.00	\$	14,450.00
Storm Manhole, 84-inch I.D.	VF	7	900.00	\$	6,300.00
Storm Manhole, 84-inch I.D. Flat Top	VF	10	1000.00	\$	10,000.00
Storm FES, 18-inch ID	EA	2	1200.00	\$	2,400.00
Storm FES, 24-inch ID	EA	3	1600.00	\$	4,800.00
Storm FES, 30-inch ID	EA	-	2000.00	\$	-
Storm FES, 36-inch ID	EA	7	2500.00	\$	17,500.00
Storm FES, 42-inch ID	EA	2	3200.00	\$	6,400.00
Storm FES, 48-inch ID	EA	-	3600.00	\$	-
Storm FES, 54-inch ID	EA	1	4400.00	\$	4,400.00
Storm FES, 60-inch ID	EA	2	3600.00	\$	7,200.00
30" Concrete Collar	EA	1	450.00	\$	450.00
36" Concrete Collar	EA	2	500.00	\$	1,000.00
42" Concrete Collar	EA	1	550.00	\$	550.00
Type I or III Curb Inlet	EA	43	3500.00	\$	150,500.00
Type I or III Curb Inlet, Reinforced Box	EA	2	5000.00	\$	10,000.00
Type I Area Inlet	EA	1	4500.00	\$	4,500.00
Type II Area Inlet	EA	6	3800.00	\$	22,800.00
Construct 30" Pipe Plug	EA	8	250.00	\$	2,000.00
Flexamat	SY	671	115.00	\$	77,165.00
Clearing and Grubbing	LS	-	20000.00	\$	-

BR

Temporary Basin Structures	EA	1	1200.00	\$	1,200.00
Standard Ring and Cover	EA	15	600.00	\$	9,000.00
Cast-In-Place retaining wall	SF	590	40.00	\$	23,600.00
Clean & Flush Manholes and Sanitary Sewer After Paving	LF	15,879	3.00	\$	47,637.00
Televise Storm Sewer after Paving	LF	8,144	2.00	\$	16,288.00
<hr/>					
Subtotal				\$	1,108,967.00
Engineering Fees, 21%				\$	232,883.07
Legal Fees, 5%				\$	55,448.35
Warrant Interest, 1 Yrs. @ 7%				\$	77,627.69
Subtotal				\$	1,474,926.11
Warrant Fee, 3.75%				\$	55,309.73
Total				\$	1,530,235.84

\*Unit price for 54" storm sewer supplemented by similar items in STORM SEWER, SPECIAL ASSESS section below

**STORM SEWER, SPECIAL ASSESS**

54-inch RCP Storm Sewer	LF	30	30.00		900.00
60-inch RCP Storm Sewer	LF	110	90.00		9,900.00
Storm FES, 54-inch ID	EA	1	800.00		800.00
Storm FES, 60-inch ID	EA	2	6400.00		12,800.00
<hr/>					
Subtotal				\$	24,400.00
Engineering Fees, 21%				\$	5,124.00
Legal Fees, 5%				\$	1,220.00
Warrant Interest, 1 Yrs. @ 7%				\$	1,708.00
Subtotal				\$	32,452.00
Warrant Fee, 3.75%				\$	1,216.95
Total				\$	33,668.95

**SIDEWALK**

Handicap Ramps	EA	112	640.00	\$	71,680.00
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Subtotal				\$	71,680.00
Engineering Fees, 21%				\$	15,052.80
Legal Fees, 5%				\$	3,584.00
Warrant Interest, 1 Yrs. @ 7%				\$	5,017.60
Subtotal				\$	95,334.40
Warrant Fee, 3.75%				\$	3,575.04
Total				\$	98,909.44

**HIGHWAY 370 CONTRIBUTION, GO**

Highway 370 - 126th St	LS	1	37081.64	\$	37,081.64
Highway 370 - 132nd St	LS	1	84429.00	\$	84,429.00
Highway 370 - Siebold Dr	LS	1	66060.31	\$	66,060.31
<hr/>					
Subtotal				\$	187,570.95
Engineering Fees, 3%				\$	5,627.13
Legal Fees, 2%				\$	3,751.42
Warrant Interest, 1 Yrs. @ 7%				\$	13,129.97
Subtotal				\$	210,079.46
Warrant Fee, 3.75%				\$	7,877.98
Total				\$	217,957.44

BA

\*One third of total cost of each project (Highway 370 - 126th St., Highway 370 - 132nd St., Highway 370 - Siebold Dr.) as noted on Ashbury Farm Cost Breakdown provided by Bill Herr on October 30, 2017

HIGHWAY 370 CONSTRUCTION, GO

10" P.C.C. Pavement, Rt Turn Lane	SY	1,692	50.00	\$	84,600.00
10" P.C.C. Pavement, Lt Turn Lane	SY	563	50.00	\$	28,150.00
Subgrade Preparation	C.Y.	902	3.30	\$	2,976.60
Embankment	C.Y.	2,500	6.00	\$	15,000.00
Traffic Control	LS	1	40000.00	\$	40,000.00
#8 Epoxy Coated Rebar	EA	260	20.00	\$	5,200.00

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Subtotal				\$	175,926.60
Engineering Fees, 21%				\$	36,944.59
Legal Fees, 5%				\$	8,796.33
Warrant Interest, 1 Yrs. @ 7%				\$	12,314.86
Subtotal				\$	233,982.38
Warrant Fee, 3.75%				\$	8,774.34
Total				\$	242,756.72

FUTURE EXPENSES

HWY 370 Trail Underpass	LS	1	100000.00		100,000.00
East-West Trail	SF	20,000	7.00		140,000.00

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Subtotal				\$	240,000.00
Engineering Fees, 21%				\$	50,400.00
Legal Fees, 5%				\$	12,000.00
Warrant Interest, 1 Yrs. @ 7%				\$	16,800.00
Subtotal				\$	319,200.00
Warrant Fee, 3.75%				\$	11,970.00
Total				\$	331,170.00







**Exhibit I  
Founder's Ridge  
Mixed Use Permitted Uses List**

**Residential**

Condominium  
Duplex Residential  
Two-family Residential  
Townhouse Residential  
Multiple-family Residential  
Group Residential  
Retirement Residential

**Civic**

Administration  
Assisted Living  
Child Care Center  
Clubs (Social)  
Cultural Services  
Day Care Services (adult)  
Family Child Care Home I  
Family Child Care Home II  
Group Care Facility  
Group Home  
Guidance Services  
Health Care  
Intermediate Care Facility  
Nursing Facility  
Postal Facility  
Pre-School  
Primary Educational Facilities  
Public Assembly  
Religious Assembly  
Safety Services  
Skilled Nursing Services

**Office**

Corporate Offices  
Data Center  
General Offices  
Financial Services  
Medical Offices

**Commercial**

Auto Services\*  
Business Support Services  
Cocktail Lounge  
Consumer Services  
Food Sales  
Convenience Food Sales  
Limited Food Sales  
General Food Sales  
Funeral Services  
Garden Center  
Liquor Sales  
Lodging  
Personal Services  
Pet Services  
Restaurant (drive-in/drive-through or fast-food)  
Restaurant (general)  
Limited Retail Services  
Large Retail Services  
Mass Retail Services  
Storage (Limited Access)  
Trade Services  
Veterinary Services

\*Free-standing car wash facilities will not be allowed