

**SUBDIVISION AGREEMENT  
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## SUBDIVISION AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between **BOYER YOUNG EQUITIES VII, LLC**, a Nebraska limited liability company, (hereinafter referred to as "Developer") as developer of **Lots 1 through 207, inclusive and Lot 209 Stockmans Hollow, and TUSCANY PLACE, LLC**, a Nebraska limited liability company, as owner of **Lot 208, Stockmans Hollow; SANITARY AND IMPROVEMENT DISTRICT NO. 286 OF SARPY COUNTY, NEBRASKA**, (hereinafter referred to as "District") and the **CITY OF PAPILLION**, a municipal corporation, (hereinafter referred to as "City").

### WITNESSETH:

WHEREAS, Developer is the owner of the parcel of land described in Exhibit "A", attached hereto and herein referred to as the "area to be developed", which area to be developed is within City's zoning and platting jurisdiction; and

WHEREAS, Developer has requested City to approve a specific platting of the area to be developed, said area to be developed; and

WHEREAS, Developer has requested City to forbear from annexing the area to be developed until after November 15, 2012, to allow construction of public improvements through Sanitary and Improvement District No. 286 created by Developer (hereinafter referred to as "District"); and

WHEREAS, Developer wishes to connect the system of sewers and water to be constructed by the District within the area to be developed with the sewer and water systems of the City; and

WHEREAS, Developer and City wish to agree upon the manner and the extent to which public funds may be expended in connection with public improvements serving the area to be developed and the extent to which the contemplated public improvements specifically benefit property in the area to be developed and adjacent thereto, and to what extent the cost of the same shall be specially assessed.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

### I.

Developer and City agree that the credit of the District created by Developer shall be used for the construction of the following public improvements:

- A. Grading of street right-of-way except for initial site grading which shall be done privately. Initial site grading shall include adjacent or abutting street right-of-way.
- B. Construction of and concrete paving of all streets dedicated per plat (Exhibit "B").
- C. All sanitary sewers and water mains constructed on dedicated street right-of-ways or easements per plat (Exhibit "A"), pursuant to sanitary sewer plans heretofore prepared by E & A Consulting Group, consulting engineers and land surveyors.

D. All storm sewers, inlets and appurtenances constructed on dedicated street right-of-ways or easements within the area to be developed. Permanent storm water detention basins on and off site as shown on Exhibit "B".

E. Contract with the Omaha Public Power District for street lighting for public streets dedicated per plat (Exhibit "A"), and underground power within the area to be developed, and contracting with a public gas company for a gas distribution system.

F. Capital facilities charges to the City of Papillion.

G. An interceptor sewer to serve the area known as the Fricke Branch of the Northeast Outfall Interceptor.

H. Purchase of Lot 209, Stockman's Hollow, for park purposes and construction of improvements thereon as will be approved by the City. Construction of the trails and sidewalks along 66<sup>th</sup> Street and along Centennial as shown on Exhibit "E".

I. Grading and construction of 66<sup>th</sup> Street per the Interlocal Cooperation Agreement attached as Exhibit "C".

J. Improvements to Giles Road at such time as the Cities of Papillion and La Vista, and Sarpy County decide to improve Giles Road as it abuts the District.

K. Installation of Emergency Vehicle Preemption device to be installed on traffic signal arms.

L. A civil defense and storm warning system.

M. Sediment Basin and Detention Ponds.

## II.

It is agreed that the credit or funds of the District created by Developer shall not be used for construction of any improvements or facilities within the area to be developed except those specified in Paragraph I hereof. By way of specification and not by way of limitation, the parties agreed that the District shall not incur any indebtedness or otherwise involve its credit or expend any of its funds in the construction of other acquisition or improvement of any swimming pool, golf course, park, playground or other recreational facility, without approval by Resolution of the City Council.

## III.

Developer and City agree that the cost of all public improvements constructed by the District within the area to be developed (Exhibit "A") as authorized by Paragraph I, supra, shall be

defrayed as follows and as identified in Exhibit "D" attached hereto and incorporated herein by this reference as the Source and Use of Funds. Construction overruns and/or change orders totaling up to 10% of any individual contract as described in Exhibit "D", may be submitted for approval prior to the work being started. If the work is approved by the City Administrator and the City Engineer, the total cost of the work may be added to the contract and Exhibit "D". If the work is not approved by the City Administrator and City Engineer, the work shall be included in the statements of cost and specially assessed evenly against the assessable property within the District. Alternatively the work may be done privately. In no case shall the general obligation costs of the District exceed \$3,460,592 (the amount shown as the total general obligation Exhibit "D"), at the time of levy of special assessments. Special assessments shall be increased if necessary to reduce the general obligation debt to the required amount.

A. Except as otherwise approved by the City herein, 100% of the entire cost of grading street right-of-way including intersection shall be paid for by the Developer. Grading associated with coring of streets and backfilling after paving may be performed by the District and the cost associated therewith shall be apportioned in the same proportion as the paving project.

B. Except as otherwise approved by the City herein, 100% of the entire cost of all paving and street construction will be paid by special assessment against the property benefitted, except that the cost of the paving and construction of street intersections shall be borne by the general obligation of the District and the cost of pavement thickness in excess of 6 inches for reinforced concrete or 7 inches for plain concrete shall be borne by the general obligation of the District and the cost of pavement width in excess of 25 feet exclusive of curb and gutters shall be borne by the general obligation of the District. The cost for curb and gutters are incidental to paving and shall not be considered separately for purposes of assessment. Street signs shall be purchased from City and installed by District. Cost of street signs and installation may be borne by the general obligation of the District.

C. Except as otherwise approved by the City herein, 100% of the entire cost of all sanitary sewer lines and water mains located within the District will be paid by special assessment against the property specially benefitted. No portion of the cost of sanitary sewers and water mains shall be borne by general obligation of the District; provided, however, that for sanitary sewers in excess of 8 inches and water mains in excess of 8 inches the cost in excess of the cost of 8 inch sanitary sewers and/or 8 inch water mains will be borne by the general obligation of the District and any outfall sewer lines or water lines outside the District boundaries caused to be constructed by the District shall be borne by the general obligation of the District. One hundred (100%) percent of the cost of the exterior water line to serve the area to be developed as described on the attached Exhibit "C", shall be a general obligation of the District. Pursuant to Chapter 170, Subdivision of Land, Section 170-20 of the Code of the City of Papillion, fire hydrants shall be provided by the subdivider. The type of hydrant and control valves and the location of the hydrant must be approved by the fire chief.

D. Except as otherwise approved by the City herein, 100% of the entire cost of all storm sewer and appurtenances shall be borne by general obligation of the district: provided, however, that for storm sewers in excess of 48 inches inside diameter the difference in cost between the

actual storm sewer constructed and a 48 inch storm sewer shall be specially assessed against the property within the District. Difference in cost shall include a proportionate share of the entire cost as hereinafter described in Paragraph IV. For improved channels, the cost of constructing the channel and appurtenances shall be considered as the cost of storm sewer in excess of 48 inches. Culvert crossings perpendicular to street center lines may be generally obligated for a length not exceeding the width of the right-of-way, plus six times the vertical distance between the centerline of the pavement and the invert elevation of the box culvert..

E. All contract charges for underground power or natural gas authorized to be paid by District to the Omaha Public Power District or to any public gas utility the provisions of Paragraph I-F and G, supra, including both the basic charges and refundable charge, together with all other charges as fall within the definition of entire cost as defined in Paragraph IV-A, including all penalties and default charges, and are allocable to such contract charges, shall be specially assessed against property within the area to be developed. District is to install decorative lighting at the locations identified on Exhibit "E". The District is to pay the cost differential so the rate is similar to the rate for standard lighting. The cost differential may be a general obligation of the District. The cost of contract charges paid to the Omaha Public Power District for lighting of public streets shall be paid out of the General Fund of the District.

F. Capital Facilities Charges to the City of Papillion in the amount of \$592,861.00, less a credit for exterior water main extension of \$83,472.00, for a net charge of \$509,389.00. Not less than 50% of gross capital facility charges paid to the City of Papillion shall be specially assessed against properties served. Capital Facilities Charges shall be paid prior to issuance of any building permits.

G. One hundred (100%) percent of the exterior sewer known as the Fricke Branch of the Northeast Outfall shall be a general obligation of the District. The District shall be reimbursed for costs attributable to such sewer from the Northeast Outfall Fund after the City's existing obligations for reimbursements have been paid. Such agreement is more particularly described in the Interlocal Cooperation Agreement for the Fricke Branch of the Northeast Outfall which said District shall enter into with the City of Papillion.

H. One hundred (100%) percent of park acquisition and approved park improvements shall be a general obligation of the District. The City approves the acquisition of Lot 209, Stockman's Hollow, for a park at a total cost of \$96,930.00 plus a maximum of 20% for soft costs and total amount of park improvement and trail costs of \$321,000 including soft costs, the plans for such improvements must be approved by City prior to construction.

I. Except for the 12 ½ feet of 66<sup>th</sup> Street where it abuts Lot 208, Stockman's Hollow, (which shall be specially assessed thereto) one hundred (100%) percent of the cost, including grading, per Interlocal

Cooperation Agreements for 66<sup>th</sup> Street shall be a general obligation of the District, a copy of such agreement is attached hereto and incorporated herein by this reference as Exhibit "G".

J. Improvements to Giles Road at such time as the Cities of Papillion, La Vista and Sarpy County decide to improve Giles Road as it abuts the District. The District shall enter into an Interlocal Cooperation Agreement satisfactory to the City with the City of La Vista, the City of Papillion, and Sanitary and Improvement Districts abutting along or affecting Giles Road to construct and maintain such improvements to Giles Road as may be reasonably required by the City. Any such costs shall be a general obligation of the District.

K. One hundred (100%) percent of the cost of the Emergency Vehicle Preemption device to be installed on traffic signal arms shall be a general obligation of the District.

L. There shall be installed in the subdivision or be available, sufficient civil defense siren coverage, prior to the issuance of any occupancy permit for any structure built in said subdivision, civil defense sirens and a number, type and specifications as determined by the City Administrator in conjunction with the Director of the Sarpy County Civil Defense Agency. The siren must be capable of sounding the severe weather and attack warning. The number, type and specifications for the civil defense sirens shall be determined by the Director of the Sarpy County Civil Defense Agency. The cost for said civil defense sirens shall be treated as a general obligation cost. If existing coverage is available, subdivision will pay its pro-rata share of siren cost based on the areas of coverage as determined by the City Engineer.

M. Two types of sediment/detention basins are planned for the subdivision as shown on the attached Exhibit "F". Developer covenants and agrees that it assumes the sole obligation for the construction of the temporary basin(s), the maintenance thereof, and the removal thereof at its sole cost. The grading for and maintenance of the permanent basins will be performed and paid for by the Developer, with the cost of the piping therefor paid by the District as a general obligation cost. When the development is substantially built out, and the basin is in a vegetated state, and the City Engineer determines that the sedimentation from the subdivision has been reduced to a level so that the basin is no longer necessary as a sediment trap for the construction of the subdivision, the District shall assume all maintenance responsibilities therefor. Developer, OM Giles, LLC, their successors and assigns, shall be responsible for the basin on Lot 208, Stockmans Hollow, and Developer HearthStone Homes, their successors and assigns, shall be responsible for the rest of the basins in the development.

#### IV.

For the purposes of Paragraph III, supra, and Paragraph VIII, infra, the following words and phrases shall have the following meanings:

- A. "Entire cost" of a type of improvement shall be deemed to include
- 1) the amount paid to contractor;
  - 2) the amount paid for soft costs, which include engineering fees, attorney fees, testing expenses, penalties, forfeitures, default charges, fiscal fees paid and interest accrued to the date of levy of special assessments.
- B. "Property benefitted" shall mean property benefitted from the improvement and situated either (1) within the platted area in which the improvement is situated or (2) outside such platted area in which such improvement is situated but within the corporate limits of the District and within 300 feet of said platted area. No special assessments shall be assessed against any outlot nor against any other lot, part of lot, lands and real estate upon which cannot be built a structure compatible with the zoning regulations of said lot except to the extent of the special benefit to said lot, part of lot, lands and real estate by reason of such improvement.
- C. "Street intersections" shall be construed to mean the area of the street between the returns of the various legs of the intersection, but in no case shall said area extend in any direction beyond a straight line drawn perpendicular from the centerline of the street to the adjacent lot corner.

#### V.

City covenants and agrees:

- A. That should City annex the entire area of the District created by Developer prior to the District's levy of special assessments for the improvements authorized in Paragraph I hereof, supra, and thereby succeed to said District's power to levy special assessments, that City will levy same in accordance with Paragraph III, hereof, supra.
- B. That the District created by Developer may connect its sanitary sewer system and water system to the sanitary system and water system of the City pursuant to the terms and conditions of a sewer and water connection agreement of even date between City and said District.
- C. Any time subsequent to when the Sanitary improvement District is put on written notice by the City of Papillion that the City is conducting an investigation to determine the feasibility of annexing said Sanitary Improvement District boundaries, then the Sanitary Improvement District shall make no further expenditures for any purpose, except for those expenditures previously authorized by a duly approved budget, without first obtaining permission of the City of Papillion, which permission must be

granted by a majority vote of those members elected or appointed to the Papillion City Council.

VI.

Developer and Board of Trustees covenant and agree that the District created by Developer will:

A. Abide by and incorporate into all of its construction contracts the provisions required by the regulations of the City pertaining to construction of public improvements in subdivisions and testing procedures therefor. The District shall not solicit bids for public improvements until after the plans therefor have been approved by the City Engineer or City Administrator, and no construction shall begin, and no contract let until such time as the City approves any such bids.

B. The District shall forward all tests results of construction tests weekly to the City of Papillion Public Works Department and City Engineer. No final payment shall be made to the contractor until such final payment has been approved by the City Engineer, which review for approval shall be expeditiously made.

C. The District shall not contract or pay for any work that is performed by the Developer, or is performed by any company to which it or its principals are related.

D. Prior to commencement of construction of improvements, said District will obtain and file of record permanent easements for all sanitary, water and storm sewer lines as determined by City's engineer. Said easements shall be in form satisfactory to the City's attorney and City's engineer.

E. Prior to the District publishing notice to levy special assessments, District agrees to submit to City:

1. A schedule of the proposed special assessments

2. A plat of the area to be assessed

3. A full and detailed statement of the entire cost of each type of improvement, which statement or statements shall separately show:

a) the amount paid to contractor

b) the amount paid for soft costs, which include engineering fees, attorney fees, testing expenses, penalties, forfeitures, default charges, fiscal fees paid and interest accrued to the date of levy of special assessments.

4, District agrees to obtain written approval of the City of proposed Assessments schedules prior to advertising for any hearing Of District to be held for the purpose of equalizing or levying Special assessments against property benefited by any Improvements constructed by District.

E. The District shall make its annual tax levy in an amount sufficient to timely pay the indebtedness and interest thereof for public improvements, but in no event shall said levy be less than the current tax levy assessed by the City of Papillion on the taxable real estate within the City limits.

F. The District shall provide the City ten (10) days notice of its annual budget meeting along with its tax requests.

G. Sanitary Improvement District shall furnish to the City of Papillion copies of all proposed budgets and published notices of meetings to consider said budget and expenditures at least thirty (30) days prior to the Board of Trustee's meeting to consider and/or adopt a proposed budget.

H. District warrants that it will provide City with a minimum of thirty (30) days prior written notice of the filing of any petition under Chapter 9 of the United States Bankruptcy Code and the District shall also provide to the City actual prior notice of any hearings held in the United States Bankruptcy Court pursuant to any bankruptcy filings.

I. Developer shall be responsible for installing consistent decorative fencing, to be approved by the Planning Department prior to installation, along the portion of the single-family lots abutting 66<sup>th</sup> Street at its own cost. The Developer shall require, in the restrictive covenants, consistent decorative fencing for the portion of the single-family lots abutting Centennial Road and Peters Parkway to be enforced by the Developer.

## VII.

It is mutually agreed that the District shall pay a fee of one percent (1 %) of construction cost to the City to cover engineering, legal and other miscellaneous expenses incurred by the City in connection with any necessary review of plans and specifications in connection with the construction projects performed by Sanitary and improvement District No. 286. The fee shall be allocated to special assessments and general obligation in the same proportion as the costs of the particular construction project.

## VIII.

The parties mutually agree that in the event City shall annex any part of the area to be developed and said annexation shall not include the entire territory of the District created by Developer, then a division of assets and liabilities of said District in connection with such partial annexation of the District shall be made strictly on the basis of assets and liabilities of this District attributable to the area annexed by the City, and City shall not be required to assume in connection with such partial annexation any indebtedness of such District which is attributable to improvements in or expenses incurred in connection with areas other than the area so annexed by the City.

IX.

The parties mutually agree that the City of Papillion will provide water, sanitary sewer, storm sewer locating services as well as any other utilities that Papillion or the District is responsible for. District will provide City of Papillion with up-to-date as-built drawings of utilities owned and located within District boundaries. District agrees to pay \$40.00 per call for locates that are required within their District boundaries to the City of Papillion as received over the One Call System.

The City of Papillion will invoice said District for the required payment for services on an annual basis and District will have 30-days in which to make payment after receiving invoice. The City of Papillion shall maintain records of all costs incurred within District boundaries 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.

ATTEST:

Janifer Niemier  
City Clerk

CITY OF PAPILLION, a Nebraska  
Municipal Corporation

By [Signature]  
Mayor

ATTEST:

James [Signature]  
Clerk

SANITARY AND IMPROVEMENT DISTRICT  
NO. 286 OF SARPY COUNTY, NEBRASKA

By [Signature]  
Chairman

Tuscany Place  
LLC, a Nebraska limited  
Liability company

By [Signature] Pres. of  
Tuscan Lakes, Inc.  
Developer of Lot 208 Member

BOYER YOUNG EQUITIES VII, a Nebraska limited  
liability company, Developer of Lots 1 through \_\_,  
inclusive

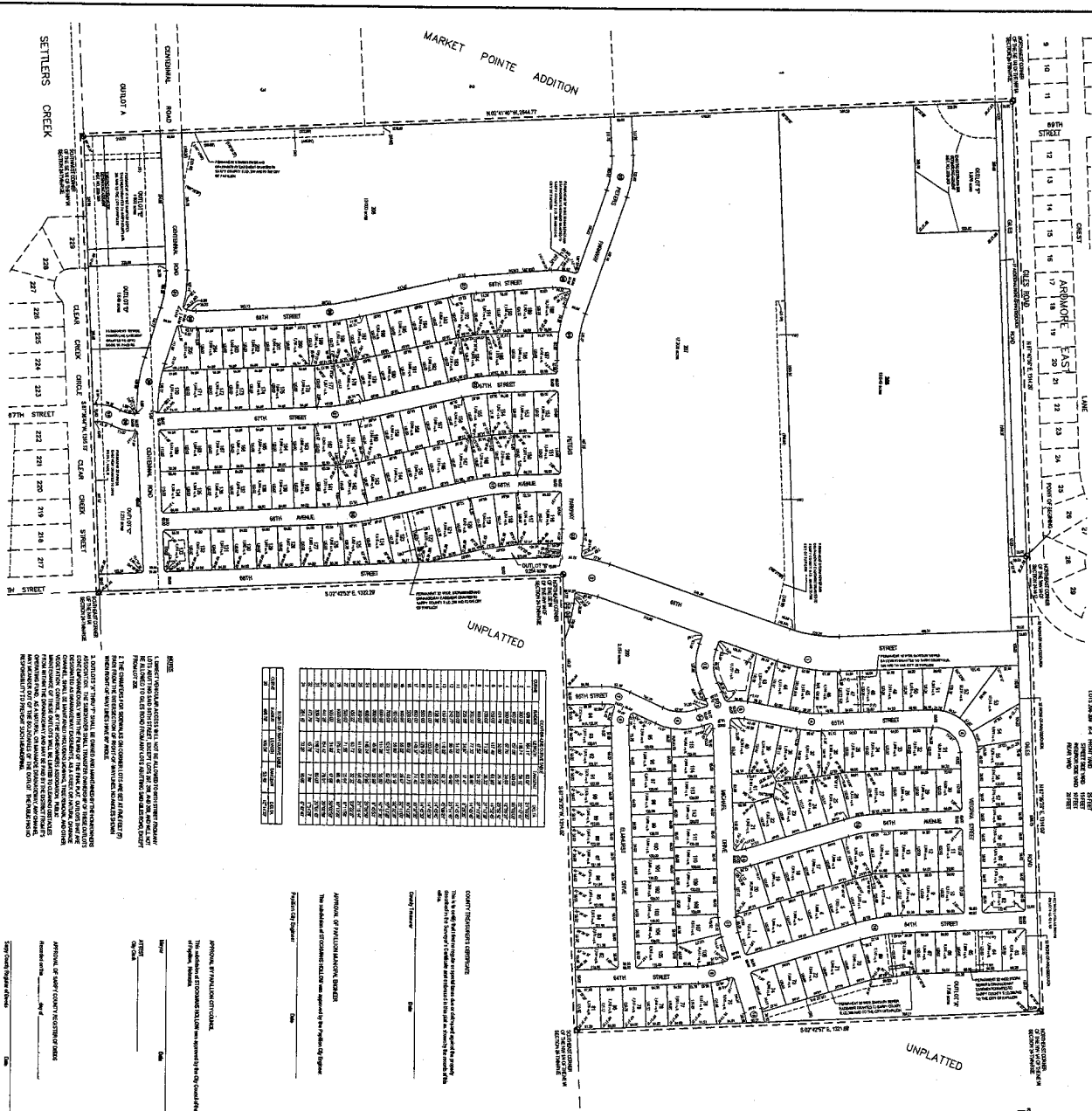
By [Signature] MANAGING MEMBER  
Title

ZONING MAP AND ZONING REGULATIONS  
 LOT 11 218 P-2  
 LOT 11 219 P-2  
 LOT 11 220 P-2  
 LOT 11 221 P-2  
 LOT 11 222 P-2  
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 LOT 11 300 P-2

# STOCKMANS HOLLOW

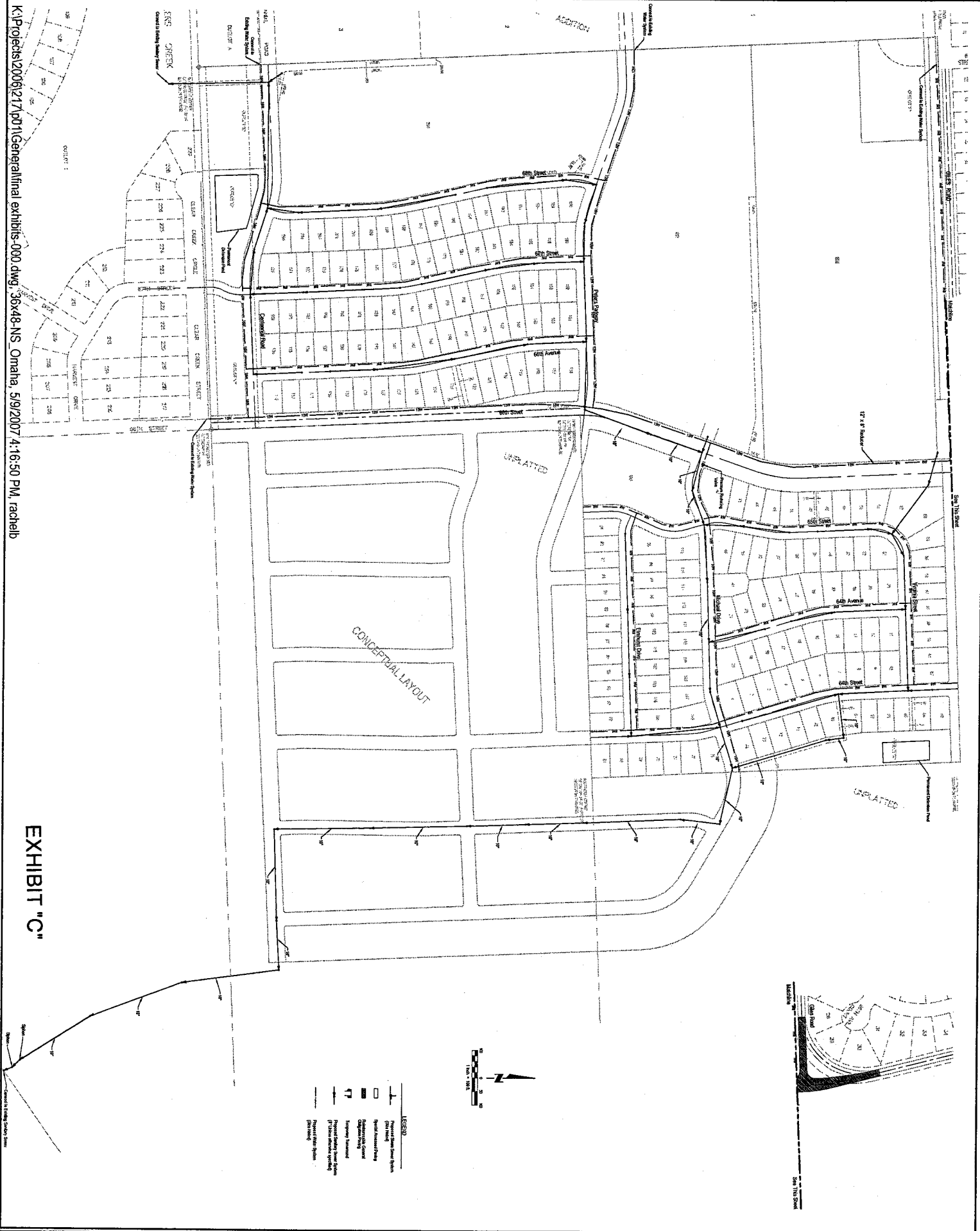
LOTS 1 THRU 209 INCLUSIVE & OUTLOTS A-F INCLUSIVE

A PLAT OF THE PART OF THE SEVENTH AND EIGHTH SECTIONS OF TOWNSHIP 11 NORTH, RANGE 10 WEST, COUNTY OF HAMILTON, ILLINOIS, AS SHOWN ON THE PLAT OF STOCKMANS HOLLOW, DATED AND RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY, ILLINOIS, IN BOOK 11, PAGE 111.



LOT	ACRES	AREA	FRONT	DEPTH	PERMITS	REMARKS
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79	0.00	0.00	0.00	0.00	0.00	
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81	0.00	0.00	0.00	0.00	0.00	
82	0.00	0.00	0.00	0.00	0.00	
83	0.00	0.00	0.00	0.00	0.00	
84	0.00	0.00	0.00	0.00	0.00	
85	0.00	0.00	0.00	0.00	0.00	
86	0.00	0.00	0.00	0.00	0.00	
87	0.00	0.00	0.00	0.00	0.00	
88	0.00	0.00	0.00	0.00	0.00	
89	0.00	0.00	0.00	0.00	0.00	
90	0.00	0.00	0.00	0.00	0.00	
91	0.00	0.00	0.00	0.00	0.00	
92	0.00	0.00	0.00	0.00	0.00	
93	0.00	0.00	0.00	0.00	0.00	
94	0.00	0.00	0.00	0.00	0.00	
95	0.00	0.00	0.00	0.00	0.00	
96	0.00	0.00	0.00	0.00	0.00	
97	0.00	0.00	0.00	0.00	0.00	
98	0.00	0.00	0.00	0.00	0.00	
99	0.00	0.00	0.00	0.00	0.00	
100	0.00	0.00	0.00	0.00	0.00	
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103	0.00	0.00	0.00	0.00	0.00	
104	0.00	0.00	0.00	0.00	0.00	
105	0.00	0.00	0.00	0.00	0.00	
106	0.00	0.00	0.00	0.00	0.00	
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108	0.00	0.00	0.00	0.00	0.00	
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110	0.00	0.00	0.00	0.00	0.00	
111	0.00	0.00	0.00	0.00	0.00	
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113	0.00	0.00	0.00	0.00	0.00	
114	0.00	0.00	0.00	0.00	0.00	
115	0.00	0.00	0.00	0.00	0.00	
116	0.00	0.00	0.00	0.00	0.00	
117	0.00	0.00	0.00	0.00	0.00	
118	0.00	0.00	0.00	0.00	0.00	
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120	0.00	0.00	0.00	0.00	0.00	
121	0.00	0.00	0.00	0.00	0.00	
122	0.00	0.00	0.00	0.00	0.00	
123	0.00	0.00	0.00	0.00	0.00	
124	0.00	0.00	0.00	0.00	0.00	
125	0.00	0.00	0.00	0.00	0.00	
126	0.00	0.00	0.00	0.00	0.00	
127	0.00	0.00	0.00	0.00	0.00	
128	0.00	0.00	0.00	0.00	0.00	
129	0.00	0.00	0.00	0.00	0.00	
130	0.00	0.00	0.00	0.00	0.00	
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132	0.00	0.00	0.00	0.00	0.00	
133	0.00	0.00	0.00	0.00	0.00	
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139	0.00	0.00	0.00	0.00	0.00	
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141	0.00	0.00	0.00	0.00	0.00	
142	0.00	0.00	0.00	0.00	0.00	
143	0.00	0.00	0.00	0.00	0.00	
144	0.00	0.00	0.00	0.00	0.00	
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146	0.00	0.00	0.00	0.00	0.00	
147	0.00	0.00	0.00	0.00	0.00	
148	0.00	0.00	0.00	0.00	0.00	
149	0.00	0.00	0.00	0.00	0.00	
150	0.00	0.00	0.00	0.00	0.00	
151	0.00	0.00	0.00	0.00	0.00	
152	0.00	0.00	0.00	0.00	0	





K:\Projects\2006\217\001\General\final exhibits-000.dwg, 3/6/08 NS, Omaha, 5/9/2007 4:16:50 PM, radhbh

EXHIBIT "C"

Drawn by	RECD	Checked by	RECD
Date	1/20/08	Date	1/20/08
Drawn by	RECD	Checked by	RECD
Date	1/20/08	Date	1/20/08

SANITARY AND WATER

STOCKMANS HOLLOW  
PULLMAN RESUBD

**e+a** E&A CONSULTING GROUP, INC.  
ENGINEERING • PLANNING • FIELD SERVICES  
3224 NORTH 47TH STREET, SUITE 400  
P.O. BOX 10000, LINCOLN, NE 68516-0000  
www.eag.com

EXHIBIT "D"

SUMMARY OF COSTS ESTIMATES - SOURCE & USE OF FUNDS

PROJECT NAME: STOCKMAN'S HOLLOW  
 PROJECT LOCATION: 66TH STREET AND SOUTH OF GILES ROAD  
 PREPARATION DATE: March 27, 2007  
 INFORMATION FROM: E&A Consulting Group

Proposed Improvement	Construction Cost	Total Cost	Special Assessment	General Obligation	Private	Other	Total
<b>SANITARY SEWER</b>							
Interior	\$506,675	\$709,400	\$628,600	\$80,800			\$709,400
Exterior							
Outfall	\$397,600	\$556,700		\$0		\$556,700	\$556,700
<b>STORM SEWER</b>	\$775,400	\$1,085,600	\$0	\$1,085,600			\$1,085,600
<b>PAVING</b>							
Minor	\$771,630	\$1,080,280	\$939,200	\$141,080			\$1,080,280
Collector (Centennial)	\$273,300	\$368,950	\$147,600	\$221,350			\$368,950
Major (66th Street)	\$858,775	\$1,159,350	\$73,710	\$785,375		\$320,265	\$1,159,350
Major (Giles Road Contribution)	\$0	\$130,185		\$130,185			\$130,185
<b>SIDEWALKS</b>	\$35,800	\$50,100	\$0	\$50,100			\$50,100
<b>PARKS</b>							
Acquisition	\$96,950	\$106,650		\$106,650			\$106,650
Improvements	\$200,000	\$270,000		\$270,000			\$270,000
<b>WATER</b>							
Interior	\$407,300	\$570,200	\$485,050	\$85,150			\$570,200
CENTENNIAL STREET WATER	\$95,225	\$125,700	\$41,810	\$83,890			\$125,700
GILES ROAD WATER	\$50,650	\$68,900	\$68,900	\$0			\$68,900
66TH STREET WATER	\$154,250	\$203,610	\$98,850	\$104,760			\$203,610
Capital Facility Charges							
Residential	\$307,500	\$338,250	\$145,236	\$145,236			\$338,250
Park & Outlots	\$45,755	\$50,331		\$43,475			\$50,331
Multi-Family	\$239,600	\$263,600	\$113,191	\$113,191			\$263,600
<b>POWER</b>							
Single-Family	\$153,750	\$207,600	\$207,600	\$0			\$207,600
Multi-Family	\$207,200	\$279,720	\$279,720	\$0			\$279,720
Decorative Street Lights	\$25,000	\$33,750		\$33,750			\$33,750
<b>OTHER</b>							
<b>TOTAL</b>	\$5,602,360	\$7,658,876	\$3,229,467	\$3,460,592	\$0	\$876,965	\$7,658,876



PARK AND TRAIL AND DECORATIVE LIGHTING  
EXHIBIT 'E'

STOCKMANS HOLLOW  
PAPILLON, NEBRASKA

**e+a** E&A CONSULTING GROUP, INC.  
ENGINEERING • PLANNING • FIELD SERVICES  
200 SOUTH 17TH STREET, SUITE 410  
P.O. BOX 105-010 P.O. BOX 105-010  
WWW.EAG.COM

Plan No.	2022019	Revision	
Date	08/08/22	Drawn By	MSK
Checked By	MSK	Scale	
Project No.		Sheet No.	1 of 1



## INTERLOCAL COOPERATION AGREEMENT

This Agreement is made and entered into by and between **The County of Sarpy, Nebraska** (hereinafter referred to as "Sarpy County"), **Sanitary and Improvement District No. 286 of Sarpy County, Nebraska** (hereinafter referred to as "SID #286").

### PRELIMINARY STATEMENT

WHEREAS, Sarpy County desires to improve 66<sup>th</sup> Street between Centennial and Giles Roads, which area is within Sarpy County's one and six year improvement plan; and

WHEREAS, pursuant to the Interlocal Cooperation Act, Section 13-801 et seq., Sarpy County and SID #286 are authorized to enter into this Agreement with each other so as to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of such political subdivisions; and

WHEREAS, it is in the best interests and would be mutually advantageous to Sarpy County and SID #286 to improve that portion of 66<sup>nd</sup> Street, as shown on the site plan (the "Site Plan") attached hereto as Exhibit "A" and incorporated hereby by this reference. Such improvements may include, without limitation, acquisition of additional right-of-way, a change of grade, widening, concrete or asphaltic pavement, relocation of utilities, installation of storm sewers and other drainage facilities and related improvements, hereinafter referred to as the "Improvements".

NOW, THEREFORE, in consideration of the covenants herein set forth, Sarpy County and SID #286 do hereby agree and contract with each other as follows:

1. **No Administrative Entity.** There shall be no separate legal or administrative entity created to administer this Agreement and therefore no separate budget established for such an entity.

2. **Plans and Design.** SID #286 will contract with E & A Consulting Group registered engineers in the State of Nebraska, for the preparation of plans and specifications for the construction of the Improvements. The final plans and specifications shall be subject to approval by each of the parties hereto, which approval shall not be unreasonably withheld. However, construction administration, construction management and the public bidding of the Improvements shall be the exclusive responsibility of E & A Consulting Group.

The total estimated cost of the Improvements is \$1,106,124.

3. **Construction.** SID #286 agrees to cause the Improvements to be constructed in accordance with the plans and specifications approved by the parties hereto in accordance with Paragraph 2. During the course of the construction of the Improvements Sarpy County may at any time cause inspection of the work to insure compliance with the final plans and specifications.

Exhibit "G"

4. **Payment of Costs.** All construction costs for the Improvements shall be paid by SID #286. Upon completion, SID #286 will bill Sarpy County its respective share of the contract amount as set forth in Exhibit "B", attached hereto and by this reference incorporated herein. The County shall reimburse SID #286 for its proportionate share during its 2007/08 fiscal year.

5. **Maintenance of Improvements.** Sarpy County shall maintain the improvements at its cost.

6. **Purpose of Agreement. Timing of Work.** It is the mutual desire and intention of the parties that the Improvements shall be completed by December 1, 2007. Accordingly, the parties hereby agree to cooperate with each other and make reasonable good faith efforts to perform their obligations hereunder in a timely manner so as to achieve completion of all of the Improvements contemplated by this Agreement.

7. **Records.** SID #286 shall maintain records of all construction costs incurred by SID #286 in connection with the Improvements and Sarpy County shall have the right to audit and review such records at any time to assure that such records are accurate.

8. **Duration.** This Agreement shall continue until such time as the Improvements to be performed by SID #286 pursuant to this Agreement have been completed unless this Agreement is terminated sooner by the written agreement of all parties hereto.

9. **Appointment of Administrators.** E & A Consulting Group shall administer this contract on behalf of SID #286 and the remaining parties.

10. **Entire Agreement.** This instrument contains the entire agreement of the parties and shall be binding upon the successors and assigns of the respective parties. No amendments, deletions or additions shall be made to this Agreement except in writing signed by both parties. Nebraska law shall govern the terms and performances under this Agreement.

Executed by The County of Sarpy, Nebraska this 12<sup>th</sup> day of December, 2006



ATTEST:

Debra J. Houghtaling  
County Clerk

THE COUNTY OF SARPY, NEBRASKA

By: [Signature]

APPROVED AS TO FORM:

By: [Signature]

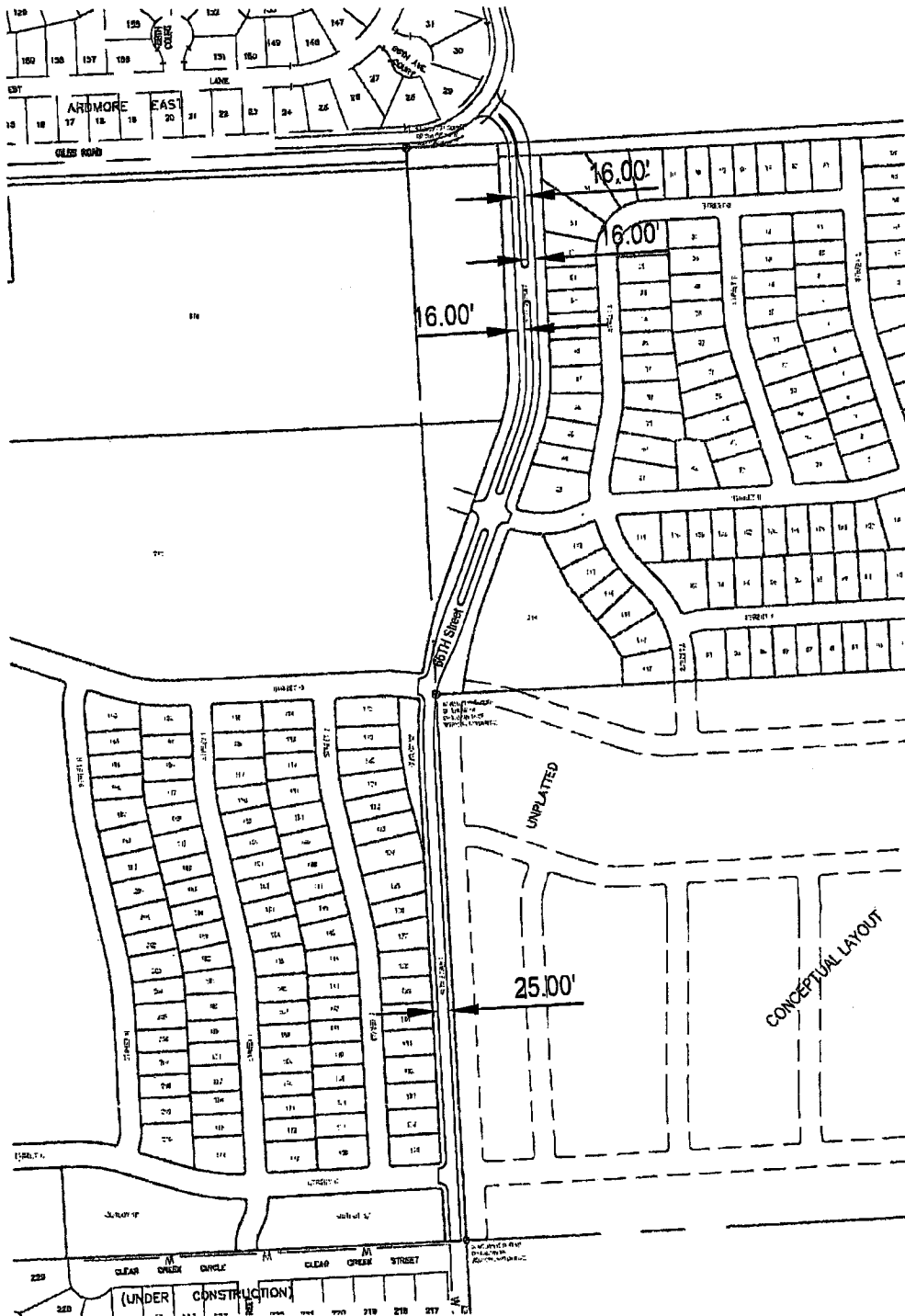
Executed by Sanitary and Improvement District No. 286 of Sarpy County, Nebraska this \_\_\_ day of \_\_\_\_\_, 200\_\_.

ATTEST:

[Signature]  
Clerk

SANITARY AND IMPROVEMENT DISTRICT NO. 286  
OF SARPY COUNTY, NEBRASKA

By: [Signature]  
Chairman



**E&A CONSULTING GROUP, INC.**  
 ENGINEERING • PLANNING • FIELD SERVICES  
 330 NORTH 117TH STREET OMAHA, NE 68164 PHONE: (402) 895-4700

Drawn by: JLW	66TH STREET EXHIBIT	STOCKMANS HOLLOW
Job No.: 2006217.01	Date: 10/23/06	SCALE: 1" = 400'

**EXHIBIT 'A'**

**EXHIBIT 'B'**

**86TH STREET IMPROVEMENTS FROM GILES TO NEAR CENTENNIAL ROAD**

**PROJECT COST ESTIMATE**

ITEM NO.	DESCRIPTION	EST. QUANTITY	UNIT PRICE	AMOUNT
1	EARTHWORK (EMBANKMENT)	20,000 CY	3.25	\$65,000.00
2	9" CONCRETE PAVEMENT AT STREET RETURNS	10,950 SY	32.00	\$350,400.00
3	EARTHWORK (SUBGRADE ADJUSTMENT)	3,650 CY	3.50	\$12,775.00
4	4" CONCRETE SIDEWALK	34,000 SF	4.60	\$153,000.00
5	CONSTRUCT 16" R.C.P., CLASS III	320 LF	21.00	\$6,720.00
6	CONSTRUCT 24" R.C.P., CLASS III	75 LF	32.00	\$2,400.00
7	CONSTRUCT 30" R.C.P., CLASS III	640 LF	39.00	\$21,080.00
8	CONSTRUCT 36" R.C.P., CLASS III	900 LF	50.00	\$45,000.00
9	CONSTRUCT 42" R.C.P., CLASS III	75 LF	90.00	\$6,750.00
10	CONSTRUCT CURB INLET	10 EA	1,800.00	\$18,000.00
11	CONSTRUCT 36" R.C. FLARED END W/BAR GRATE	2 EA	1,800.00	\$3,600.00
12	CONSTRUCT OUTLET CONTROL STRUCTURE	1 EA	10,000.00	\$10,000.00
13	CONSTRUCT TYPE A RIP RAP	35 TONS	26.00	\$910.00
14	SEEDING - TYPE "A"	11 AC	2,300.00	\$25,300.00
15	SEEDING - TYPE "B"	3 AC	800.00	\$2,400.00
16	CONSTRUCT EROSION CONTROL BLANKET	3,300 SY	3.00	\$9,900.00
17	CONSTRUCT SILT FENCE	2,500 LF	2.50	\$6,250.00
18	BARRICADES & WARNING SIGNS	1 LS	\$15,000.00	\$15,000.00

		STOCKMANS HOLLOW SHARE	SARPY CO. SHARE
TOTAL ESTIMATED CONSTRUCTION COST	\$752,465	\$579,398	\$248,313
Contingencies	5% \$37,623	\$28,970	\$12,416
TOTAL ESTIMATED CONSTRUCTION COST +5%	\$790,088	\$608,368	\$260,729
PERCENTAGE OF ESTIMATED CONSTRUCTION COST		77.0%	33.0%
Engineering, Legal, Fiscal, Misc. Fees	40% \$316,035	\$250,853	\$65,182
TOTAL ESTIMATED PROJECT COST	\$1,106,124	\$859,221	\$325,911
		78%	29%

**BOARD OF COUNTY COMMISSIONERS**  
**SARPY COUNTY, NEBRASKA**  
**RESOLUTION AUTHORIZING CHAIRMAN TO SIGN INTERLOCAL**  
**COOPERATION AGREEMENT FOR THE IMPROVEMENT OF 66th STREET**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 1997), the County has the power to do all acts in relation to the concerns of the county necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 1997), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, an agreement with Sanitary and Improvement Districts Nos. 286 of Sarpy County, Nebraska has proposed an agreement pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 to 827 (Reissue 1997), for the improvement of 66<sup>th</sup> Street, said agreement being in the best interest of the citizens of Sarpy County and the traveling public.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT, pursuant to the statutory authority set forth above, the Chairman of this Board, together with the County Clerk, be and hereby are authorized to execute on behalf of this Board an agreement with Sanitary and Improvement Districts Nos. 286 of Sarpy County, Nebraska made pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 to 827 (Reissue 1997), for the improvement of 66th Street, a copy of which is attached hereto.

DATED this 21<sup>st</sup> day of November, 2006.

Moved by Inez Boyd, seconded by Aldona Poyle, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

Aldona Poyle

none

none

Inez Boyd

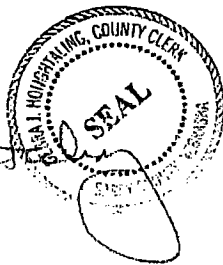
[Signature]

Paul Cook

[Signature]

[Signature]

County Clerk



ABSTAIN:

none

Approved as to form:

[Signature]  
Deputy County Attorney