

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING AND AUTHORIZING THE CHAIRMAN TO SIGN AMENDMENT TO COMMERCIAL DEVELOPMENT FEE & INFRASTRUCTURE REIMBURSEMENT AGREEMENT

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), 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 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, Sarpy County (County), Schewe Farms, Inc. (Schewe) and Western Springs Land Corporation (WSLC) entered into a certain Commercial Development Fee & Infrastructure Reimbursement Agreement (Agreement) dated July 1, 2009 with respect to the development of the Schewe Property and WSLC Property (as defined in the Agreement) in Sarpy County, Nebraska, which, among other things, contained the Stadium Site and Mixed-Use Development as further discussed in the Agreement; and,

WHEREAS, additional information has become available and certain changes have been agreed to by all parties; and,

WHEREAS, County, Schewe and WSLC desire to amend the Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, BE IT RESOLVED, By the Sarpy County Board of Commissioners, that the attached Amendment to the Commercial Development Fee & Infrastructure Reimbursement Agreement is hereby approved and the Chairman of this Board is authorized to sign the same.

DATED this 19th day of January, 2010.

MOVED by Rich Jansen, seconded by Pat Thomas, that the above Resolution be adopted. Carried.

YEAS:
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

NAYS:
none

ABSENT:
none

ABSTAIN:
none

Attest:

SEAL

[Signature]
County Clerk



Approved as to form:

[Signature]
Deputy County Attorney

**AMENDMENT TO
COMMERCIAL DEVELOPMENT FEE &
INFRASTRUCTURE REIMBURSEMENT AGREEMENT**

THIS AMENDMENT TO COMMERCIAL DEVELOPMENT FEE & INFRASTRUCTURE REIMBURSEMENT AGREEMENT (Amendment) is made and entered into as of January 12, 2010 (Effective Date) by and among **County of Sarpy**, a political subdivision of the State of Nebraska (the County), **Schewe Farms, Inc.**, a Nebraska corporation (Schewe), **Western Springs Land Corporation**, a Nebraska corporation (WSLC) (Schewe and WSLC are collectively referred to herein as the Developers), and **Spence Title Services, Inc.**, a Nebraska corporation (Spence) (Spence is signing solely for purposes of Section 10 hereof and shall have no other rights or obligations with respect to any other provisions hereof).

WHEREAS, County, Schewe and WSLC entered into a certain Commercial Development Fee & Infrastructure Reimbursement Agreement (Agreement) with an effective date of July 1, 2009 with respect to the development of the Schewe Property and WSLC Property (as defined in the Agreement) in Sarpy County, Nebraska, which, among other things, contained the Stadium Site and Mixed-Use Development as further discussed in the Agreement. Defined terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Agreement;

WHEREAS, County, Schewe and WSLC desire to amend the Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises, the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are expressly acknowledged, the parties hereto, each intending to be legally bound, do hereby mutually agree as follows:

1. Infrastructure Improvements. Notwithstanding anything to the contrary contained in Section 4 of the Agreement, and provided Developer has received final plat approval for the Mixed-Use Development (subject Section 3.C. below) or the County has not exercised its takeover rights pursuant to Paragraph 5 of this Amendment, the following shall be applicable to the Infrastructure Improvements (collectively hereinafter, "Improvements") to be constructed:

A. The Developers shall cause the construction of the internal roads in the Schewe Property as identified on Exhibit G (Internal Roads) attached hereto and incorporated herein by this reference, by and through a sanitary and improvement district (SID) to be formed by the Developers. The Internal Roads may be initially constructed to the capacity solely necessary to serve the Stadium Site as set forth in the applicable traffic study, provided the schedule in Section 3 herein below is satisfied. The County shall be responsible to reimburse the Developers for a portion of the cost of the Internal Road in an amount not to

exceed \$1,035,000 as specified on Exhibit E attached hereto under the category "Interior Roads (120th St., 126th St., Crest Road)". Said reimbursement shall be paid in two installments, with the first installment due no later than September 1, 2012 and the second installment due no later than September 1, 2013, which amounts shall bear interest at a rate equal to the interest rate on Developer's SID financing until paid, which interest shall begin to accrue on the date that the engineering certificate of completion is issued with respect to the Internal Roads. The County's obligation for the costs of the Internal Roads shall not exceed \$1,035,000. The County shall not pay for any future improvements to the Internal Roads which may be required by the Mixed-Use Development. Further, the County will have no further responsibility to expand or participate in any further internal road project within the Mixed-Use Development.

B. The County and the Developers have completed a current traffic study to include the following: (i) a traffic study solely for the impacts of the Stadium Site, (ii) a traffic study which incorporates the Stadium Site and the Mixed-Use Development, and (iii) a traffic study which incorporates the Stadium Site, the Mixed-Use Development and other development within the Schewe Property, the WSLC Property and any other adjoining or nearby property as applicable which may benefit from the Improvements.

C. The County will initially construct all necessary improvements to Highway 370 and the intersections at 120th and 126th Streets as specified on Exhibit G attached hereto, including traffic signals, as required by the Nebraska Department of Roads (HWY 370/120th/126th Improvements). The County shall be responsible for one-third (1/3) of the costs for the HWY 370/120th/126th Improvements in the amount of \$643,500 as specified on Exhibit E attached hereto under the category "Arterial-Highway 370 Improvements". The Developers shall cause the SID formed for the purpose of developing the Schewe Property and the WSLC Property to reimburse the County for one-third (1/3) of the costs for the HWY 370/120th/126th Improvements (SID's Share), which amount shall not exceed \$643,500 as specified on Exhibit E attached hereto under the category "Arterial-Highway 370 Improvements". The SID's Share shall be paid within forty-five (45) days after issuance of the engineering certificate of completion for said HWY 370/120th/126th Improvements. With respect to the remaining one-third (1/3) of the costs for the HWY 370/120th/126th Improvements, which amount is estimated as \$643,500 as specified on Exhibit E attached hereto under the category "Arterial-Highway 370 Improvements", County shall pay such costs and be reimbursed for same from future developments in the area, and those on the south side of Highway 370 (Future Assessments). The allocations set forth in this Section 1.C. are premised upon a third lane for Highway 370 not being required by the State of Nebraska to serve the Stadium. In the event a third lane is so required strictly to serve the Stadium, then the parties agree to renegotiate these allocations in good faith.

D. The SID shall be solely responsible for all costs associated with obtaining and relocating the current 126th Street access, which provides access to the neighboring parcel immediately adjacent to the west of the Mixed-Use Development (Eurich) and to the parcel of property (Siebold) south of Highway 370 (collectively, "126th Street Improvements"). All necessary documentation granting the SID the absolute right to effectuate the 126th Street Improvements shall (i) include provisions providing for automatic assignment of the rights thereunder to the County in the event that County exercises its takeover rights under numbered paragraph 5 below, and (ii) include County as a grantee in any easement or right of way conveyance document. Developers shall cause the 126th Street Improvements to be completed as soon as commercially possible. The costs of pavement and other improvements relating to the 126th Street Improvements shall be included in the costs described in paragraph 1(A) above as specified on Exhibit E attached hereto under the category "Interior Roads (120th St., 126th St., Crest Road)".

E. The Developers shall cause the construction of the storm sewers in the Schewe Property identified as on Exhibit G (Storm Sewers) by the SID. The County shall be responsible to reimburse the SID for a portion of the cost of the Storm Sewers in an amount which shall not exceed \$283,000 as specified on Exhibit E attached hereto under the category "Storm Sewer". Said payment shall be made at the time that the engineering certificate of completion is issued with respect to the Storm Sewers. The County's obligation for the cost of the Storm Sewers shall not exceed \$283,000. The County shall not pay for any future improvements to the Storm Sewers which may be required by the Mixed-Use Development. Further, the County will have no further responsibility to expand or participate in any further Storm Sewer project within the Mixed-Use Development. The Storm Sewers shall be substantially completed by not later than July 1, 2010.

F. If required by the Nebraska Department of Roads or the City of Papillion, the County shall cause the construction of the 132nd Street improvements identified as on Exhibit H (132nd Street Improvements). The Developers or SID to be formed by Developers shall be responsible to reimburse the County for a portion of the cost of the 132nd Street Improvement in an amount which shall not exceed \$88,429 as specified on Exhibit E attached hereto under the category "Arterial-132nd Street Improvements". Said payment shall be made within forty-five (45) days after issuance of the engineering certificate of completion is issued with respect to the 132nd Street Improvements. The Developer's obligation for the costs of the 132nd Street Improvements shall not exceed \$88,429.

G. The revised Exhibit E attached hereto and incorporated herein by this reference, supersedes in total the Exhibit E attached to the Agreement.

H. All obligations under this Agreement imposed upon the SID shall, in the event the SID defaults, fails to perform or is otherwise not in existence as of the date specified in Section 4.A., be deemed obligations of the Developers.

I. To the extent that the actual costs for the Improvements are under or over those specified on Exhibit E, then (i) any cost overages shall be the sole responsibility of and shall be paid by the party who is responsible for the construction of such Improvements as specified herein and on Exhibit E, and (ii) any cost underages shall be allocated amongst the parties that are responsible for payment of such Infrastructure costs on a pro rata basis consistent with the cost allocation percentages for such Improvement as set forth on Exhibit E.

2. Stadium Reimbursement. In the event the County does not construct the Stadium on the Stadium Site within two (2) years of the Closing Date, County shall reimburse Developers for the Developers' documented costs of engineering in connection with the preliminary plat (and final plat, if applicable) with respect to the Mixed-Use Development and the remainder of the Schewe Property (preliminary plat only) and the documented costs of grading and surveying applicable to the Stadium Site and Stadium Internal Roads and the documented costs with respect to the relocation of the 126th Street access, which amounts shall be proven at such time if applicable.

3. Schedule. Developers shall make good faith efforts to construct the Internal Roads Improvements described in 1(A) above and to complete the following obligations according to the following schedule:

A. Paving of the Internal Roads Improvements shall be substantially completed no later than September 15, 2010, with 126th Street to Lincoln Road taking priority in the sequencing of such work.

B. Remainder of items related to the Internal Roads Improvements shall be completed no later than November 1, 2010. These items include but are not limited to pavement marking, street lighting, street signs, final grading, sodding and seeding.

C. Completion by not later than April 1, 2010 of any and all Developer actions reasonably necessary in connection with obtaining final plat approval for the Mixed-Use Development.

4. Formation of Sanitary and Improvement District.

A. Developers shall have formed a Sanitary and Improvement District (SID) within the Mixed-Use Development and WSLC Property and shall have received an SID financing commitment, both by no later than February 1, 2010, for the construction of the Improvements described in paragraph 1(A) above, as well as other Improvements desired by Developers, which Improvements shall, at

a minimum, be sufficient to directly serve the Stadium Site in a commercially reasonable manner.

B. In connection with the formation of the SID and obtaining the SID financing commitment, the Developers shall provide the County with frequent and reasonable updates regarding the status thereof.

C. In connection with the formation of the SID, no special assessments shall be assessed upon the Stadium Site or imposed upon the County unless specifically provided for in the Agreement.

5. County Takeover. In the event the County determines in its reasonable judgment and in good faith that any part of the schedule for completion of Developers' obligations described in numbered paragraphs 1, 3, 4, 6 and 7 of this Amendment cannot be substantially met by Developers within the timeframe indicated, County may give written notice of such fact to the Developers. If Developers do not present to County reasonable evidence, within five (5) calendar days of receipt of such notice, that the schedule identified in the County's notice can be reasonably met within five (5) calendar days of receipt of the notice, or such longer period as the County may permit, then the County, in its sole discretion, may choose to assume and takeover the Developers' obligation with respect to completion of the said Improvements or other specified action, or any portion thereof, as identified in the County's notice. If County chooses to exercise its right under this paragraph 5:

A. Developers shall provide to County all studies, designs, data, maps, or other plans produced or obtained by or at the request of Developers in anticipation of making said Improvements (the "Plans") as may be necessary for the County to construct the Improvements. County shall pay the reasonable cost of the reproduction of the Plans.

B. Developers shall assign to County any right, title or interest under any permits, licenses, or agreements, as well as any interest in real estate possessed by Developers necessary to construct and utilize said Improvements, including without limitation permanent easements.

C. County shall construct the Improvements substantially in accordance with Exhibits E and G.

D. In the event the County exercises its right to assume and takeover any of the Developers' obligations with respect to completion of any or all of the Improvements as provided in this Section 5, the developers of the Schewe Property and the WSLC Property shall be liable for developers' share of the costs related to construction of such Improvements as set forth on Exhibit E; provided, however, that in such event the developers of the Schewe Property and the WSLC Property shall not be obligated to pay more than the expense allocated to them pursuant to said Exhibit E, and the Developers shall not share in any cost

savings which may result from the County takeover. Further, in such event, the Developers shall have no further obligation under the Agreement or this Amendment to construct any of the Improvements.

E. Notwithstanding anything herein to the contrary, the County's exercise of its right to assume and takeover any of the Developers' obligations with respect to completion of Improvements, shall not be construed as a waiver, prohibition, or limitation of any legal or equitable remedies which the County may otherwise have.

6. Grading. With the exception of the parking lots and drive lanes, the Stadium Site has been rough graded by Developers at Developers' cost. County agrees that grade verification need not be performed by Lamp, Rynearson & Associates, Inc. (LRA), the Developers' engineers, of the stadium building area (excluding parking lots and drive lanes). Further grading of the stadium building area (excluding parking lots and drive lanes) shall be at the direction and expense of the County. Parking lot and drive lane areas will be rough graded by the Developers conforming to the plans and specifications provided by LRA. LRA will perform initial check grades for these areas after rough grading has been completed. County will accept the remaining Stadium Site after check grades have been verified by Olsson Associates, Inc. (Olsson), the County's engineers. Prior to final acceptance of the parking lot and drive lane areas by Sarpy County, a grade verification check shall be performed by Olsson at the County's cost to insure that the Stadium Site grading has been completed to within the following accepted tolerances:

- (i) Parking lot areas – (-0.02' to +0.2')
- (ii) Green space (-0.2' to +0.5')

A. Areas disturbed by grading operation which are not planned for building or pavement shall have a minimum of 6" of topsoil material redistributed thereon.

B. Substantial grading has been completed for the Stadium Site. Said substantial grading shall be to the grading plan approved by the County and to the tolerances described in this paragraph 6.

The County shall pay the SID \$125,000 as reimbursement for the County's agreed upon share of the grading costs for the Internal Roads on the Schewe Property, with said amount to be paid by not later than September 1, 2010. After payment of such amount, the County will have no further responsibility for grading costs incurred by the Developers.

7. Temporary Access to Stadium Site. As of the date hereof, Developers have agreed to provide and have in fact provided a temporary access route to the Stadium Site adequate for the purposes of stadium construction. County shall pay for appropriate materials for a temporary "all weather" construction surface to cover the

access route as appropriate for the County's needs. Said access shall be provided until such time as the Improvements described in paragraph 1(A) herein are available for such use. In the event that Developer requires that the access route be moved before such time as the Improvements described in paragraph 1(A) are completed, Developer shall pay the costs of the new access route.

8. Permitted Delays. The parties hereto shall use all due diligence to perform and take all necessary measures in good faith to perform their respective obligations under the Agreement and this Amendment; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, weather-related delays, damage to work in progress by reason of fire or other casualty or causes beyond the reasonable control of the obligated party (other than unavailability of labor or materials, financial reasons, or default by any contractor of the obligated party), then provided the obligated party advises the other parties in writing of the circumstances supporting such claim within five (5) calendar days of the event, the time for performance as herein specified shall be appropriately extended by the time of the delay actually caused; failure to timely provide notice of a permitted delay circumstance shall be deemed a waiver of the additional time claim. During the period of any such delay, the obligated party shall use good faith efforts to resume performance promptly.

9. Stadium Site Access. County has been allowed access to the Stadium Site for the purposes of testing, measurement and other prefatory work necessary for construction on the Stadium Site. Any crop damage and all costs for the work shall be solely the County's responsibility. County shall indemnify Developers for any costs or damages with respect to County's access.

10. Amendments to Related Documents. The parties hereto agree as follows:

A. Any provision to the contrary notwithstanding, the Non-Exclusive Site Lease, dated October 15, 2009 between Schewe and the County (Lease) shall be amended to (i) extend the term of the Lease through the period of construction and completion of the Improvements and the Stadium such that the Lease shall not terminate prior thereto except (a) upon a default under the Lease by County, or (b) upon the mutual agreement of Schewe and the County, and (ii) provide that the real property to which the Lease applies shall include, in addition to the Stadium Site, the Internal Roads on the Schewe Property identified on Exhibit G; and

B. Any provision to the contrary notwithstanding, the Real Estate Transfer Agreement dated June 1, 2009 between Schewe, the County and Spence Title Services, Inc. shall be amended to provide that the Closing shall occur and the deed to the Stadium Site shall be released from escrow and delivered to the County simultaneous with the earlier to occur of (i) approval of the final plat for the Mixed-Use Development, or (ii) the issuance of the certificate of occupancy for the Stadium, and in connection therewith the Closing and the Closing Date

provided for in Section 4.1 of the Real Estate Transfer Agreement shall be extended accordingly.

C. In consideration of the provisions set forth in Section 10.A. and 10.B. above, in the event of a County takeover pursuant to Section 5 hereof, the County shall construct the Improvements substantially in accordance with Exhibits E and G.

No further action or document shall be required to effectuate the above-described amendments to the Lease and the Real Estate Transfer Agreement.

11. Conflict. In the event there is a conflict between this Amendment and any other document referred to herein, this Amendment shall control.

12. Binding Effect. This Amendment shall inure to the benefit of and remain fully binding upon the parties hereto and their respective successors and permitted assigns.

13. Counterparts. This Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

14. Time Is of Essence. Time is of the essence for the performance of the obligations described in the Agreement and this Amendment.

15. No Other Amendment. References in the Agreement and in this Amendment to the "Agreement" shall be deemed to be references to the Agreement as amended by this Amendment. Except as set forth herein, the Agreement is unmodified and remains in full force and effect.

16. Assignment. The parties may not assign this Agreement except: (a) that the Developers may assign their rights and obligations hereunder to the SID when such is validly formed, or (b) with the prior written consent of the other parties hereto (other than Spence), which written consent shall not be unreasonably withheld or delayed.

17. Memorandum of Agreement. Concurrently with the execution of this Amendment, the parties hereto agree to execute a Memorandum of Agreement in recordable form which shall be recorded in the Office of the Register of Deeds of Sarpy County, Nebraska to provide public notice of the existence of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the Effective Date.

SCHEWE FARMS, INC., a Nebraska Corporation

By: Margaret Langpaul
Name: Margaret Langpaul
Its: President

STATE OF IOWA)
COUNTY OF POLK) ss.

Subscribed and sworn to before me this 22 day of January, 2010.



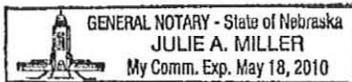
Chris Langpaul
Notary Public

SPENCE TITLE SERVICES, INC.,
a Nebraska corporation
[Signing solely for purposes of Section 10
hereof]

By: *James J. Clark*
Name: *MARK J. CLARK*
Its: *PRESIDENT*

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Subscribed and sworn to before me this 5 day of February, 2010.



Julie A. Miller
Notary Public

REVISED EXHIBIT E

AMENDMENT TO
COMMERCIAL DEVELOPMENT FEE &
INFRASTRUCTURE REIMBURSEMENT AGREEMENT

EXHIBIT E
(As Revised)

INFRASTRUCTURE COST ALLOCATIONS

Infrastructure Cost Estimates Available

Infrastructure Component	Total Estimated Cost	County Share	County Percentage	Developer Share	Developer Percentage	Other Share	Party Responsible For Construction
Arterial-Highway 370 Improvements	\$1,930,500 (see Attachment E-1 attached hereto for detailed estimated cost summary)	\$643,500	33.33%	\$643,500	33.33%	\$643,500 (Future SID South of Hwy 370)	County
Interior Roads (120 th St., 126 th St., Crest Road)	\$1,596,050 (see Attachment E-2 attached hereto for detailed estimated cost summary)	\$1,035,000	64.85%	\$561,050	35.15%	\$0	Developers
Storm Sewer	\$1,237,601 (see Attachment E-3 attached hereto for detailed estimated cost summary)	\$283,000	22.87%	\$954,601	77.13%	\$0	Developers
Arterial-132 nd Street Improvements	\$265,287 (see Attachment E-4 attached hereto for detailed estimated cost summary)	\$88,429	33.33%	\$88,429	33.33%	\$88,429 (Future SID South of Hwy 370)	County
TOTALS	\$5,029,438	\$2,049,929		\$2,247,580		\$731,929	

EXHIBIT E (cont.)
(As Revised)

Infrastructure Cost Estimates Not Available

Infrastructure Component	County Percentage	Developer Percentage	City of Papillion Percentage	Third Party Percentage	Comment
Water System					
Extend Water System from 114 th St. to 126 th St and to the stadium site. (16" main)	0%	0%	100%	0%	Costs covered by the City of Papillion
City of Papillion Capital Facilities Charge	0%	100%	0%	0%	County parcel is exempt of Capital Facility fees
Extend water system from 120 th St. & 126 th St. (from Crest Road to Lincoln Road) around west side of stadium (12" line)	0%	100%	0%	0%	
Wastewater System					
Install new sanitary system east of proposed dam site	0%	0%	100%	0%	Costs covered by the City of Papillion
Sarpy County Access Charge for Stadium parcel only (all other parcels shall be subject to applicable fees at Developer/SID expense)	100%	0%	0%	0%	County parcel is exempt of fees
Extend sanitary sewer from east side of proposed dam site to loop road east through entertainment district area	0%	100%	0%	0%	All public sanitary sewers shall be the responsibility of Developer/SID, not including sanitary sewers funded by City of Papillion
Electrical Service					
OPPD Standard Charge for Stadium parcel only	100%	0%	0%	0%	OPPD charges for all other parcels shall be the responsibility of Developer/SID
Mass Grading					
Stadium Site	0%	100%	0%	0%	Developer
Internal Roads	0%	100%	0%	0%	Developer

PAVING ARTERIAL - HIGHWAY 370 IMPROVEMENTS

Attachment E-1

Assumptions/Comments:

IMPROVEMENTS TO BE COMPLETED BY SARPY COUNTY BASED ON SEPT 2009 TRAFFIC STUDY.
 Assuming offset right turn lanes to accommodate third through lane.
 Shoulders along HWY 370 @ 120th and 126th remain in place.
 Removal of existing asphalt dual left turn lanes. 3rd lane on HWY 370 not included.

Bid Item Description	Approximate		Unit Price	Total
	Quantity	Unit		
1 . REMOVE PAVEMENT/SHOULDERS	7,400	SY	\$ 6.00	\$ 44,400.00
2 . GRADING HWY 370	10,000	CY	\$ 10.00	\$ 100,000.00
3 . 10" ASPHALT PAVEMENT - HWY 370 SHOULDERS	800	TON	\$ 75.00	\$ 60,000.00
4 . 10" CONCRETE PAVEMENT - HWY 370 IMPROVEMENTS	12,200	SY	\$ 40.00	\$ 488,000.00
5 . 4" FOUNDATION COURSE - HWY 370 IMPROVEMENTS	12,200	SY	\$ 10.00	\$ 122,000.00
6 . CONSTRUCT 36" R.C.P. WITH PIPE BEDDING	600	LF	\$ 31.50	\$ 18,900.00
7 . EROSION CONTROL	1	LS	\$ 90,000.00	\$ 90,000.00
8 . SEEDING	11	AC	\$ 700.00	\$ 7,700.00
9 . TRAFFIC STRIPING - HWY 370 IMPROVEMENTS	14,000	LF	\$ 3.50	\$ 49,000.00
10 . TRAFFIC SIGNAL WITH INTERCONNECT	2	EA	\$ 160,000.00	\$ 320,000.00
11 . INTERCONNECT (132ND STREET TO 108TH STREET)	1	LS	\$ 140,000.00	\$ 140,000.00
12 . TRAFFIC BARRICADING	1	LS	\$ 60,000.00	\$ 60,000.00
CONTINGENCY	10%			\$ 150,000.00

Estimated Construction Costs: \$ 1,650,000.00

Estimated Engineering and Testing Costs

15.00% Engineering Design and CA: \$ 247,500.00
 2.00% Geotechnical and Testing: \$ 33,000.00

Total Estimated Soft Costs: \$ 280,500.00

Total Estimated Costs: \$ 1,930,500.00

33% SID 290 Contribution \$ 643,500.00
 33% Future SID South of Highway 370 Contribution \$ 643,500.00
 33% Sarpy County Cost \$ 643,500.00

Attachment E-2

PAVING INTERIOR ROADS - COUNTY REIMBURSED

Assumptions/Comments:

680 LF of 126th Street, 680 LF of 120th Street, 2676 LF of Crest Road and ONE traffic circle.

Bid Item Description	Approximate	
	Quantity	Unit
1 . 9" CONCRETE PAVEMENT	24,365	SY
2 . 7" CONCRETE PAVEMENT	925	SY
3 . COMMON EARTH EXCAVATION	8,430	CY
<hr/>		
Sarpy County Share Including Engineering Design & Const. Admin and Geotechnical & Testing Not to Exceed		\$1,035,000

PAVING INTERIOR ROADS - SID 290

Assumptions/Comments:

Balance of 120th/126th/Crest Road Improvements

Bid Item Description	Approximate	
	Quantity	Unit
1 . 9" CONCRETE PAVEMENT	6,160	SY
2 . COMMON EARTH EXCAVATION	2,053	CY
CONTINGENCY		10%
<hr/>		
Developer Share Including Engineering Design & Const. Admin, Geotechnical & Testing, Legal, Fiscal and Interest		\$561,050

Attachment E-3

STORM SEWER - COUNTY REIMBURSED

Assumptions/Comments:

Storm sewer in the county roadways is paid for by Sarpy County - 660 LF of 126th Street, 660 LF of 120th Street 2676' of Crest Road.

Shared cost with SID 290 - oversized pipe adjacent to Dullot C

Bid Item Description		Approximate	
		Quantity	Unit
1 .	CONSTRUCT 12" R.C.P.	420	LF
2 .	CONSTRUCT 18" R.C.P.	1,100	LF
3 .	CONSTRUCT 24" R.C.P.	1,450	LF
4 .	CONSTRUCT 42" R.C.P.	325	LF
5 .	CONSTRUCT 48" R.C.P.	135	LF
6 .	CONSTRUCT 12" PIPE BEDDING	420	LF
7 .	CONSTRUCT 18" PIPE BEDDING	1,100	LF
8 .	CONSTRUCT 24" PIPE BEDDING	1,450	LF
9 .	CONSTRUCT 42" PIPE BEDDING	325	LF
10 .	CONSTRUCT 48" PIPE BEDDING	135	LF
11 .	CONSTRUCT CURB INLET	21	EA
12 .	CONSTRUCT 12" F.E.S.	5	EA
13 .	CONSTRUCT 48" F.E.S.	1	EA
14 .	CONSTRUCT ENERGY DISSIPATOR	3	EA
15 .	CONSTRUCT 48" MANHOLE	1	EA
16 .	CONSTRUCT 72" MANHOLE	1	EA
17 .	CONSTRUCT 84" MANHOLE	1	EA
18 .	SILT BASIN CLEANOUT	1	EA
19 .	CONSTRUCT INLET PROTECTION - SILT SAVER SS300	42	EA
Sarpy County Share Including Engineering Design & Const. Admin and Geotechnical & Testing Not to Exceed		\$283,000	

Attachment E-3 (cont.)

STORM SEWER - SID 290

Assumptions/Comments:

Balance of 120th/126th/Crest Road Improvements.
Includes creek discharge for 120th Street right-of-way.

		Approximate	
Bid Item Description		Quantity	Unit
1 .	CONSTRUCT 12" R.C.P.	300	LF
2 .	CONSTRUCT 18" R.C.P.	450	LF
3 .	CONSTRUCT 24" R.C.P.	450	LF
4 .	CONSTRUCT 30" R.C.P.	600	LF
5 .	CONSTRUCT 42" R.C.P.	100	LF
6 .	CONSTRUCT 48" R.C.P.	725	LF
7 .	CONSTRUCT 54" R.C.P.	400	LF
8 .	CONSTRUCT 12" PIPE BEDDING	300	LF
9 .	CONSTRUCT 18" PIPE BEDDING	450	LF
10 .	CONSTRUCT 24" PIPE BEDDING	450	LF
11 .	CONSTRUCT 30" PIPE BEDDING	600	LF
12 .	CONSTRUCT 42" PIPE BEDDING	100	LF
13 .	CONSTRUCT 48" PIPE BEDDING	725	LF
14 .	CONSTRUCT 54" PIPE BEDDING	400	LF
15 .	CONSTRUCT CURB INLET	12	EA
16 .	CONSTRUCT 54" MANHOLE	6	EA
17 .	CONSTRUCT 72" MANHOLE	1	EA
18 .	CONSTRUCT 84" MANHOLE	2	EA
19 .	CONSTRUCT 12" F.E.S.	7	EA
20 .	CONSTRUCT 18" F.E.S.	1	EA
21 .	CONSTRUCT ENERGY DISSIPATOR	2	EA
22 .	SILT BASIN CLEANOUT & REMOVAL	4	EA
	CONSTRUCT 10' X 6' BOX CULVERT WITH ENERGY DISSIPATOR AND IMPROVED INLET	75	LF
24 .	CONSTRUCT SEGMENTAL BLOCK RETAINING WALL - LARGE BLOCK	2,800	SF
25 .	EMBANKMENT	1	LS

Developer Share Including Engineering Design & Const. Admin,
Geotechnical & Testing, Legal, Fiscal and Interest

\$954,601

Attachment E-4

PAVING ARTERIAL - 132nd STREET IMPROVEMENTS

Assumptions/Comments:

IMPROVEMENTS TO BE COMPLETED BY SARPY COUNTY BASED ON SEPT 2008 TRAFFIC STUDY.

-Based on Olson 2016 mixed use network recommended storage lengths.

-Existing dual left and right turn lanes (westbound and eastbound) supply sufficient storage.

-Additional northbound and southbound right turn lanes included in this estimate

Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
1 . REMOVE PAVEMENT	366	SY	\$6.00	\$2,196.00
2 . GRADING 132ND STREET	1400	CY	\$6.50	\$9,100.00
3 . 10" CONCRETE PAVEMENT - 132ND STREET	1,253	SY	\$40.00	\$50,120.00
4 . EROSION CONTROL	1	LS	\$20,000.00	\$20,000.00
5 . SEEDING	1	AC	\$700.00	\$700.00
6 . TRAFFIC STRIPING - 132ND STREET	575	LF	\$3.50	\$2,012.50
7 . UTILITY RELOCATION	1	LS	\$45,000.00	\$45,000.00
8 . TRAFFIC SIGNAL MODIFICATIONS	1	LS	\$65,000.00	\$65,000.00
9 . TRAFFIC BARRICADING	1	LS	\$12,000.00	\$12,000.00
CONTINGENCY	10%			\$20,612.85

Estimated Construction Costs: \$226,741.35

Estimated Soft Costs

15.00% Engineering Design and CA: \$34,011.20

2.00% Geotechnical and Testing: \$4,534.83

Total Estimated Soft Costs: \$38,546.03

Total Estimated Costs: \$265,287.38

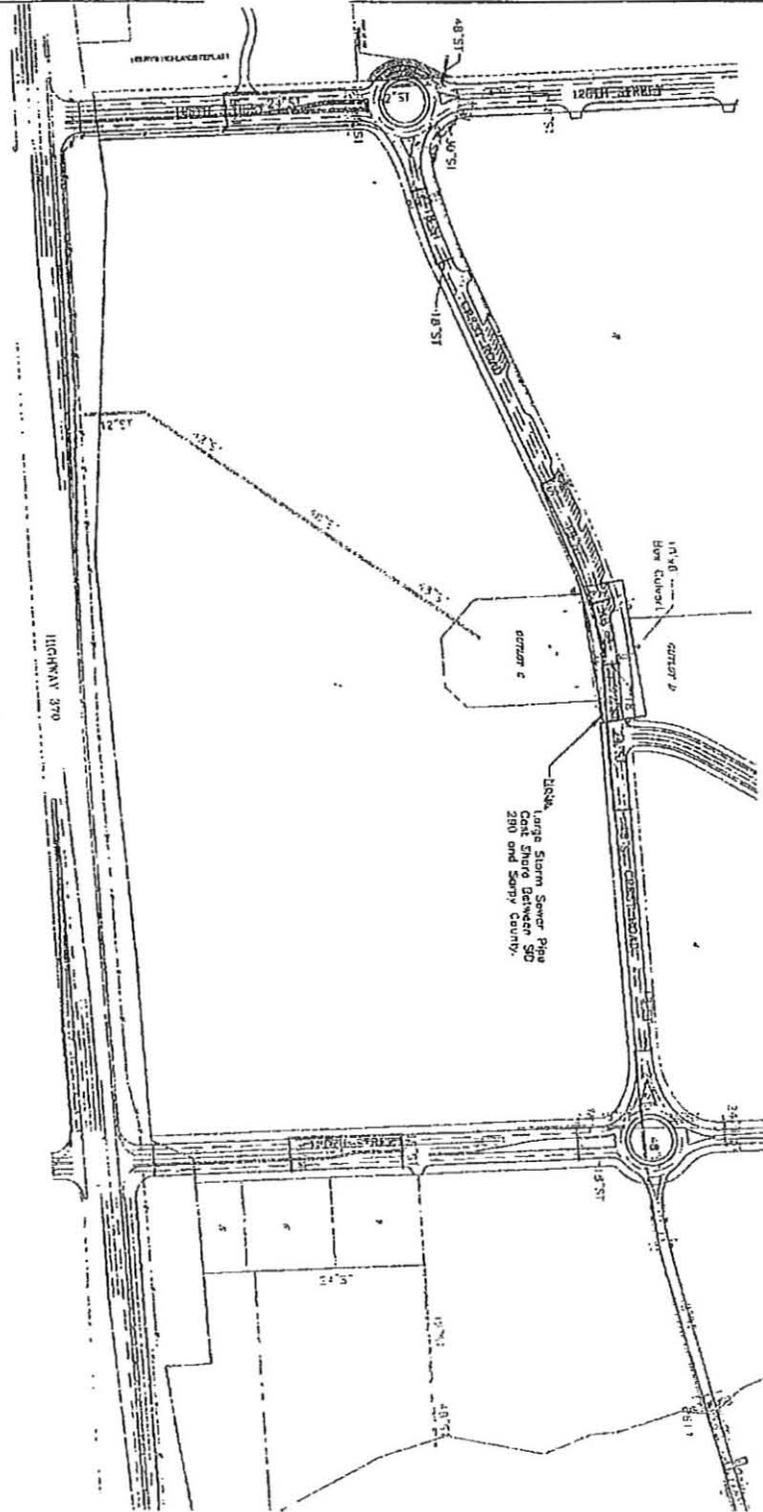
1/3 SID 290 Contribution \$88,429.13

1/3 Future SID South of Highway 370 Contribution \$88,429.13

1/3 Sarpy County Cost \$88,429.13

EXHIBIT G

EXHIBIT G



- LEGEND**
- SARPY COUNTY PAVEDMENT CONTRIBUTION
 - SARPY COUNTY CONTRIBUTION
 - SARPY COUNTY STORM SEWER CONTRIBUTION
 - SARPY COUNTY STORM SEWER CONTRIBUTION

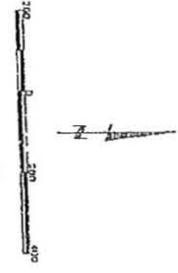
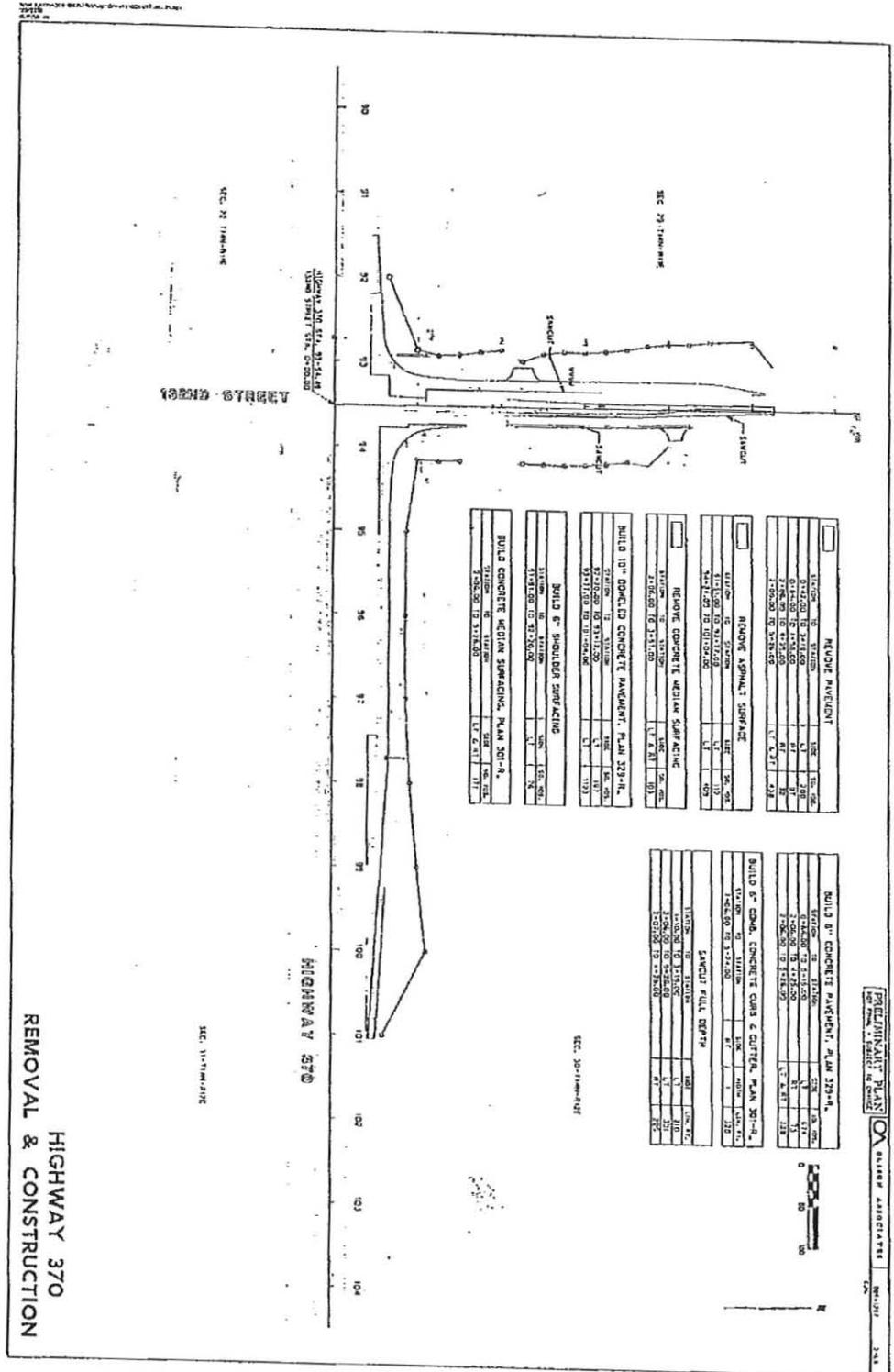


EXHIBIT G	Lamp, Rynearson & Associates, Inc. 14700 West Dodge Road, Suite 100 Omaha, Nebraska 68154-2027	WWW.LRA-INC.COM (Ph) 402.496.2498 (Fax) 402.496.2730	PROJECT NO. 010300.01-011A SHEET NO. 1 OF 1 DATE 11/19/20
SID 290 SARPY COUNTY, NEBRASKA SCHEWE FARMS		PREPARED BY: [] CHECKED BY: [] DATE: []	

EXHIBIT H

EXHIBIT H



PRELIMINARY PLAN
 OX ENGINEERING ASSOCIATES
 243

REMOVE ASPHALT SURFACE

STATION	TYPE	DATE
30+00 TO 30+100	ASPH	10/1/00
30+100 TO 30+200	ASPH	10/1/00
30+200 TO 30+300	ASPH	10/1/00
30+300 TO 30+400	ASPH	10/1/00
30+400 TO 30+500	ASPH	10/1/00

REMOVE CONCRETE MEDIAN SURFACE

STATION	TYPE	DATE
30+00 TO 30+100	CONC	10/1/00
30+100 TO 30+200	CONC	10/1/00
30+200 TO 30+300	CONC	10/1/00
30+300 TO 30+400	CONC	10/1/00
30+400 TO 30+500	CONC	10/1/00

BUILD 10" DOWN TO CONCRETE MEDIAN SURFACE PLAN 229-A

STATION	TYPE	DATE
30+00 TO 30+100	CONC	10/1/00
30+100 TO 30+200	CONC	10/1/00
30+200 TO 30+300	CONC	10/1/00
30+300 TO 30+400	CONC	10/1/00
30+400 TO 30+500	CONC	10/1/00

BUILD 6" SHOULDER SURFACE

STATION	TYPE	DATE
30+00 TO 30+100	CONC	10/1/00
30+100 TO 30+200	CONC	10/1/00
30+200 TO 30+300	CONC	10/1/00
30+300 TO 30+400	CONC	10/1/00
30+400 TO 30+500	CONC	10/1/00

BUILD CONCRETE MEDIAN SURFACE PLAN 201-A

STATION	TYPE	DATE
30+00 TO 30+100	CONC	10/1/00
30+100 TO 30+200	CONC	10/1/00
30+200 TO 30+300	CONC	10/1/00
30+300 TO 30+400	CONC	10/1/00
30+400 TO 30+500	CONC	10/1/00

BUILD 6" CONCRETE PAVEMENT PLAN 229-A

STATION	TYPE	DATE
30+00 TO 30+100	CONC	10/1/00
30+100 TO 30+200	CONC	10/1/00
30+200 TO 30+300	CONC	10/1/00
30+300 TO 30+400	CONC	10/1/00
30+400 TO 30+500	CONC	10/1/00

BUILD 6" CONCRETE CURB & GUTTER PLAN 201-A

STATION	TYPE	DATE
30+00 TO 30+100	CONC	10/1/00
30+100 TO 30+200	CONC	10/1/00
30+200 TO 30+300	CONC	10/1/00
30+300 TO 30+400	CONC	10/1/00
30+400 TO 30+500	CONC	10/1/00

SANDED FILL DEPTH

STATION	TYPE	DATE
30+00 TO 30+100	FILL	10/1/00
30+100 TO 30+200	FILL	10/1/00
30+200 TO 30+300	FILL	10/1/00
30+300 TO 30+400	FILL	10/1/00
30+400 TO 30+500	FILL	10/1/00

HIGHWAY 370
 REMOVAL & CONSTRUCTION

SEC. 20-1-100-002

SEC. 20-1-100-002

SEC. 20-1-100-002

SEC. 20-1-100-002

HIGHWAY 370

HIGHWAY 370

1000000



N

DATE: 10/1/00
 DRAWN BY: [Name]
 CHECKED BY: [Name]