



18710

06-53

Introduce: 4-3-06

SUBSTITUTE

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THE CITY OF LINCOLN, NEBRASKA

ORDINANCE NO. **18710**  
(passed April 17, 2006)

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ADOPTED UNDER  
ORDINANCE NOS. 18088 AND 18171

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AUTHORIZING

A WATER REVENUE OBLIGATION,  
A SANITARY SEWER REVENUE OBLIGATION AND  
A HIGHWAY ALLOCATION OBLIGATION  
(SOUTHWOOD/BUCKSHOT/SUNDANCE PROJECT)

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ORDINANCE NO. 18710

AN ORDINANCE ADOPTED UNDER AND PURSUANT TO ORDINANCE NOS. 18088 AND 18171 OF THE CITY AUTHORIZING THE ISSUANCE OF (1) A WATER REVENUE OBLIGATION OF THE CITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED THREE HUNDRED SIXTY ONE THOUSAND FIVE HUNDRED DOLLARS (\$361,500) (THE "WATER OBLIGATION"), (2) A SANITARY SEWER REVENUE OBLIGATION OF THE CITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED EIGHT HUNDRED TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$812,500) (THE "SEWER OBLIGATION") AND (3) A HIGHWAY ALLOCATION OBLIGATION OF THE CITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED ONE MILLION SIX HUNDRED EIGHTY SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$1,687,500); FIXING IN PART AND PROVIDING FOR THE FIXING IN PART OF THE DETAILS OF THE WATER OBLIGATION, THE SEWER OBLIGATION AND THE HIGHWAY ALLOCATION OBLIGATION; TAKING OTHER ACTION IN CONNECTION WITH THE FOREGOING; AND RELATED MATTERS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LINCOLN, NEBRASKA:

**ARTICLE I  
FINDINGS; DEFINITIONS**

**Section 1.01. Findings.** The Council (the "Council") of The City of Lincoln, Nebraska (the "City"), hereby finds and determines as follows:

(a) The City is a city of the primary class and political subdivision duly organized and existing under the laws of the State of Nebraska, and, pursuant to Chapter 15, Reissue Revised Statutes of Nebraska, as amended, and owns and operates (1) one or more waterworks plants and a water transmission and distribution system (collectively, the "Water System") and (2) one or more sanitary sewer collection systems and one or more sanitary sewer disposal and treatment plants (collectively, the "Sewer System") for the use and benefit of the City and its inhabitants.

(b) Each of the Water System and the Sewer System is a revenue producing facility described in Sections 18-1803 to 18-1805, inclusive, Reissue Revised Statutes of Nebraska, as amended (the "Revenue Act") and Chapter IX, Sections 8 and 44 of the City's Charter (the "Charter") and the City is authorized to issue and sell revenue obligations, payable solely from the revenues derived and to be derived from the operation of the Water System and the Sewer System.

(c) The City has heretofore passed Ordinance No. 18088 (the "General Water Ordinance") under which the City issues its obligations payable from the Revenues (as defined in the General Water Ordinance) of the Water System (the "Water Revenues").

(d) The City has previously issued (a) \$18,510,000 aggregate principal amount of Water Revenue Bonds, Series 2002 dated December 10, 2002 (the "Series 2002 Water Bonds"), (b) \$32,180,000 aggregate principal amount of Water Revenue Bonds, Refunding Series 2003, dated May 20, 2003 (the "Series 2003 Water Bonds") and (c) \$40,000,000 aggregate principal amount of Water Revenue Bonds, Series 2004, dated December 1, 2004 (the "Series 2004 Water Bonds").

(e) The City has heretofore passed Ordinance No. 18171 (the “**General Sewer Ordinance**”) under which the City issues its obligations payable from the Revenues (as defined in the General Sewer Ordinance) of the Sewer System (the “**Sewer Revenues**”).

(f) The City has previously issued (a) \$55,000,000 aggregate principal amount of Sanitary Sewer Revenue and Refunding Bonds, Series 2003 dated July 31, 2003 (the “**Series 2003 Sewer Bonds**”), and (b) \$18,000,000 aggregate principal amount of Sanitary Sewer Revenue Bonds, Series 2005, dated August 3, 2005 (the “**Series 2005 Sewer Bonds**”).

(g) It is necessary, desirable, advisable and in the best interest of the City and its inhabitants that the City acquire, construct, improve, extend, equip, and furnish certain improvements to (a) the Water System, including, but not limited to, [description of project] (collectively, the “**Water Project**”) and (b) the Sewer System, including, but not limited to [description of project] (collectively, the “**Sewer Project**”) to facilitate the orderly growth and expansion of the City pursuant to a Southwood Lutheran Church, Buckshot Farms and Sundance Conditional Annexation and Zoning Agreement (the “**Agreement**”), under which the City will pay certain costs of the Water Project from the Water Revenues and certain costs of the Sewer Project from the Sewer Revenues.

(h) The obligations of the City under the Agreement constitute Subordinated Indebtedness (as defined in the General Water Ordinance and the General Sewer Ordinance) and are incurred by the City in accordance with the terms and conditions of the General Water Ordinance and the General Sewer Ordinance.

(i) It is necessary, desirable, advisable and in the best interest of the City and its inhabitants that the City construct improvements to certain highways and roads of the City in connection with the Agreement (collectively, the “**Street Project**”):

(j) The estimated costs for the improvements constituting the Street Project are not less than \$1,687,500.

(k) Pursuant to the provisions of Section 66-4,101, Reissue Revised Statutes of Nebraska, as amended (the “**Street Act**”), the City is authorized to issue its highway allocation fund obligations to pay the costs of the Street Project.

(l) All conditions, acts and things required by law to exist or to be done precedent to the execution and delivery of the issuance of the Agreement and incurring the obligations therein payable from the sources provided in the Agreement do exist and have been done and performed in regular and due course and time as provided by law.

**Section 1.02. Definitions.** In addition to the words and terms defined elsewhere herein, the following words and terms shall have the specified meanings:

“**Agreement**” means the Southwood Lutheran Church, Buckshot Farms and Sundance Conditional Annexation and Zoning Agreement by and among the City, Southwood Lutheran Church, Buckshot Farms, and Sundance, L.L.C.

“**Business Day**” means a day other than a Saturday, Sunday or holiday on which City offices are scheduled in the normal course of operations to be open to the public for the conduct of its operations.

“**Ordinance**” means this Ordinance as from time to time amended in accordance with the terms hereof.

**“Payment Date”** means any date on which principal of or interest on the Sewer Obligation, the Street Obligation or the Water Obligation is payable in accordance with the provisions of the Agreement.

**“Permitted Investments”** means any securities and obligations that are at the time permitted by the laws of the State of Nebraska for investment of the City’s moneys held in the funds referred to in **Section 401** hereof.

**“Sewer Obligation”** means the Sewer Revenue Obligation of the City in substantially the form appended hereto as **Exhibit A** issued in accordance with the provisions of this Ordinance and the Agreement.

**“Sewer Obligation Fund”** means the fund by that name created by **Section 401** hereof.

**“Street Obligation”** means the Street Obligation of the City in substantially the form appended hereto as **Exhibit B** issued in accordance with the provisions of this Ordinance and the Agreement.

**“Street Obligation Fund”** means the fund by that name created by **Section 401** hereof.

**“Water Obligation”** means the Water Revenue Obligation of the City in substantially the form appended hereto as **Exhibit C** issued in accordance with the provisions of this Ordinance and the Agreement.

**“Water Obligation Fund”** means the fund by that name created by **Section 401** hereof.

In addition to the words and terms defined herein, all words and terms that are defined in the Agreement have the same meanings, respectively, in this Ordinance as such terms are given in the Agreement, except as such terms may be otherwise defined herein

## ARTICLE II

### AUTHORIZATION OF AGREEMENT

**Section 201. Authorization of Agreement.** The City is authorized to enter into the Agreement in substantially the form attached hereto marked as Exhibit D. The Mayor is authorized to execute the Agreement with such changes therein as such official deems appropriate, for and on behalf of and as the act and deed of the City.

In connection with the execution and delivery of the Agreement, and to evidence the City’s payment obligations thereunder, the City is authorized and directed to execute and deliver (a) the Sewer Obligation in a principal amount not to exceed **\$812,500**, (b) the Street Obligation in a principal amount not to exceed **\$1,687,500**, and (c) the Water Obligation in a principal amount not to exceed **\$361,500**.

**Section 202. Description of Obligations.** The Sewer Obligation, the Street Obligation and the Water Obligation (collectively, the **“Obligations”**) shall be dated the date of the Agreement, shall be due and payable on the dates and in the amounts, and shall bear interest as set forth in **Section 10** of the Agreement payable as provided in **Section 10** of the Agreement. The City shall obligated under the Obligations only to the extent provided in the Agreement.

**Section 203. Method and Place of Payment of Obligations.** The principal of and interest on the Obligations shall be payable in any coin or currency of the United States of America that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal and interest on the Obligations payable on each Payment Date shall be paid by check or draft to the registered owner thereof on the Business Day prior to such Payment Date by check or draft mailed by the City to such registered owner at the address on file with the City.

**Section 204. Execution, Authentication and Delivery of Obligations.** The Mayor and City Clerk are hereby authorized and directed to prepare and execute the Obligations as herein specified.

**Section 205. Delivery of Obligations.** The City shall issue and deliver the Obligations to the Developer to evidence its obligations under the Agreement. The Finance Director is authorized to execute and deliver such documents as may be appropriate for and on behalf of the City to effect the issuance and delivery of the Obligations as provided herein, such officer's signature thereon being conclusive evidence of such official's and the City's approval thereof.

### ARTICLE III

#### SECURITY FOR OBLIGATIONS

**Section 301. Security for Sewer Obligation.** The Sewer Obligation is a special obligation of the City payable solely and only from the Sewer Revenues to the extent provided in the Agreement. The Sewer Obligation shall be Subordinate Indebtedness issued under and pursuant to the provisions of the General Sewer Ordinance payable from the Sewer Revenues to the extent provided in the Agreement. The Sewer Obligation shall not be or constitute a general obligation of the City, nor shall it constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction, and the taxing power of the City is not pledged to the payment of the Sewer Obligation, either as to principal or interest.

**Section 302. Security for Street Obligation.** The Street Obligation is a special obligation of the City payable solely and only from the sources and to the extent provided in the Agreement. The Street Obligation shall not be or constitute a general obligation of the City, nor shall it constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction, and the taxing power of the City is not pledged to the payment of the Street Obligation, either as to principal or interest.

**Section 303. Security for Water Obligation.** The Water Obligation is a special obligation of the City payable solely and only from the Water Revenues to the extent provided in the Agreement. The Water Obligation shall be Subordinate Indebtedness issued under and pursuant to the provisions of the General Water Ordinance payable from the Water Revenues to the extent provided in the Agreement. The Water Obligation shall not be or constitute a general obligation of the City, nor shall it constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction, and the taxing power of the City is not pledged to the payment of the Water Obligation, either as to principal or interest.

## ARTICLE IV

### FUNDS

**Section 401. Establishment of Funds.** In addition to the funds and accounts established by the General Sewer Ordinance and the General Water Ordinance, there are hereby created and ordered to be established and maintained in the treasury of the City the following separate funds to be known respectively as the:

- (a) Sewer Obligation Fund (Southwood/Buckshot/Sundance Project) (the “**Sewer Obligation Fund**”).
- (b) Street Obligation Fund (Southwood/Buckshot/Sundance Project) (the “**Street Obligation Fund**”).
- (c) Water Obligation Fund (Southwood/Buckshot/Sundance Project) (the “**Water Obligation Fund**”).

Each fund referred to in **Sections 401(a) to (c)**, inclusive, shall be maintained and administered by the City solely for the purposes and in the manner as provided in this Ordinance and the Agreement so long as any part of the Obligation for which such fund is established remains unpaid.

**Section 402. Deposits into Funds; Payments from Funds.** The City covenants and agrees that from and after the delivery of the Obligations, and continuing as long as any balance of the Obligations remains unpaid, the City shall deposit into the Sewer Obligation Fund, the Street Obligation Fund and the Water Obligation Fund, respectively, when and as received by the City all amounts that the City is obligated to pay to the Developer under the Agreement.

The City shall on January 1, April 1, July 1 and October 1 of each year pay all amounts then on deposit in the Sewer Obligation Fund, the Street Obligation Fund and the Water Obligation Fund to the registered owners of the Sewer Obligation, the Street Obligation and the Water Obligation, respectively.

**Section 403. Payments Due on Saturdays, Sundays and Holidays.** In any case where a Payment Date is not a Business Day, then payment of principal or interest need not be made on such Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Payment Date, and no interest shall accrue for the period after such Payment Date.

## ARTICLE V

### DEPOSIT AND INVESTMENT OF MONEY

(a) Money in each of the funds and accounts created by and referred to in this Ordinance shall be deposited in a bank or banks located in the State of Nebraska that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the banks holding such deposits as provided by the laws of the State of Nebraska.

(b) Money held in any fund or account referred to in this Ordinance may be invested in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than the date when the money invested may be needed for the purpose for which such fund or account was created. All earnings on any investments held in any fund or account shall accrue to and become a part of such fund or account. In determining the amount held in any fund or account under any

of the provisions of this Ordinance, obligations shall be valued at the lower of the cost or the market value thereof.

## ARTICLE VI

### DEFEASANCE

When all of the Obligations and the interest payments thereon have been paid and discharged, then the requirements contained in this Ordinance and the pledge of revenues made hereunder and all other rights granted hereby shall terminate with respect to the Obligations.

## ARTICLE VII

### MISCELLANEOUS PROVISIONS

**Section 701. Amendments.** The rights and duties of the City, and the terms and provisions of the Obligations, the Agreement or this Ordinance, may be amended or modified at any time in any respect by Ordinance of the City with the consent of the registered owners of the Obligations.

Every amendment or modification of the provisions of the Obligations or of this Ordinance shall be expressed in an ordinance adopted by the City amending or supplementing the provisions of this Ordinance and the Agreement and shall be deemed to be a part of this Ordinance. A certified copy of every such amendatory or supplemental Ordinance and each such amendment or supplement to the Agreement, if any, and a certified copy of this Ordinance shall always be kept on file in the office of the City Clerk.

**Section 702. Further Authority.** The officers of the City, including the Mayor, Finance Director and Clerk, shall be, and they hereby are, authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 703. Relationship of Agreement.** In the event that any conflict arises between the provisions of the Agreement and the provisions of this Ordinance, the provisions of the Agreement shall prevail.

**Section 704. Severability.** If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

**Section 705. Governing Law.** This Ordinance shall be governed by and constructed in accordance with the applicable laws of the State of Nebraska.

**Section 706. Effective Date.** This Ordinance shall take effect and be in full force from and after passage by the Council, approval by the Mayor and publication as provided by law.

EXHIBIT A

FORM OF SEWER OBLIGATION

UNITED STATES OF AMERICA  
STATE OF NEBRASKA  
COUNTY OF LANCASTER  
THE CITY OF LINCOLN

SEWER REVENUE OBLIGATION  
(SOUTHWOOD/BUCKSHOT/SUNDANCE PROJECT)

\_\_\_\_\_, 2006

\$ \_\_\_\_\_

REGISTERED OWNER:

PRINCIPAL AMOUNT:

FOR VALUE RECEIVED, THE CITY OF LINCOLN, NEBRASKA (the "City") promises to pay to the order of the Registered Owner specified above the Principal Amount stated above, and to pay interest on the outstanding principal balance, in installments ("Payments") at the times and in the amounts specified in the Southwood Lutheran Church, Buckshot Farms and Sundance Conditional Annexation and Zoning Agreement dated \_\_\_\_\_ (the "Agreement") authorized to be executed and delivered by the City pursuant to Ordinance No. \_\_\_\_\_ (the "Ordinance") adopted by the Council on \_\_\_\_\_, 2006 and approved by the Mayor on \_\_\_\_\_, 2006.

The City promises to make all payments required to be made under the Agreement in accordance with the provisions of and in the manner referred to in the Agreement, the terms and provisions of which are incorporated herein by reference, but only from the sources specified in the Ordinance, the terms and provisions of which are incorporated herein by reference.

If an event of default under the Agreement occurs, the Registered Owner shall have such remedies as are set forth in the Agreement.

The laws of the State of Nebraska shall govern this Obligation.

Dated: \_\_\_\_\_, 2006.

THE CITY OF LINCOLN, NEBRASKA,

ATTEST:

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Clerk



**EXHIBIT B**

**FORM OF STREET OBLIGATION**

**UNITED STATES OF AMERICA  
STATE OF NEBRASKA  
COUNTY OF LANCASTER  
THE CITY OF LINCOLN**

**STREET OBLIGATION  
(SOUTHWOOD/BUCKSHOT/SUNDANCE PROJECT)**

\_\_\_\_\_, 2006

\$ \_\_\_\_\_

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:**

**FOR VALUE RECEIVED, THE CITY OF LINCOLN, NEBRASKA** (the "City") promises to pay to the order of the Registered Owner specified above the Principal Amount stated above, and to pay interest on the outstanding principal balance, in installments ("**Payments**") at the times and in the amounts specified in the Southwood Lutheran Church, Buckshot Farms and Sundance Conditional Annexation and Zoning Agreement dated \_\_\_\_\_ (the "**Agreement**") authorized to be executed and delivered by the City pursuant to Ordinance No. \_\_\_\_\_ (the "**Ordinance**") adopted by the Council on \_\_\_\_\_, 2006 and approved by the Mayor on \_\_\_\_\_, 2006.

The City promises to make all payments required to be made under the Agreement in accordance with the provisions of and in the manner referred to in the Agreement, the terms and provisions of which are incorporated herein by reference, but only from the sources specified in the Ordinance, the terms and provisions of which are incorporated herein by reference.

If an event of default under the Agreement occurs, the Registered Owner shall have such remedies as are set forth in the Agreement.

The laws of the State of Nebraska shall govern this Obligation.

Dated: \_\_\_\_\_, 2006.

**THE CITY OF LINCOLN, NEBRASKA,**

ATTEST:

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Clerk

**EXHIBIT C**

**FORM OF WATER OBLIGATION**

**UNITED STATES OF AMERICA  
STATE OF NEBRASKA  
COUNTY OF LANCASTER  
THE CITY OF LINCOLN**

**WATER REVENUE OBLIGATION  
(SOUTHWOOD/BUCKSHOT/SUNDANCE PROJECT)**

\_\_\_\_\_, 2006 \$ \_\_\_\_\_

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:**

**FOR VALUE RECEIVED, THE CITY OF LINCOLN, NEBRASKA** (the "City") promises to pay to the order of the Registered Owner specified above the Principal Amount stated above, and to pay interest on the outstanding principal balance, in installments ("Payments") at the times and in the amounts specified in the Southwood Lutheran Church, Buckshot Farms and Sundance Conditional Annexation and Zoning Agreement dated \_\_\_\_\_ (the "Agreement") authorized to be executed and delivered by the City pursuant to Ordinance No. \_\_\_\_\_ (the "Ordinance") adopted by the Council on \_\_\_\_\_, 2006 and approved by the Mayor on \_\_\_\_\_, 2006.

The City promises to make all payments required to be made under the Agreement in accordance with the provisions of and in the manner referred to in the Agreement, the terms and provisions of which are incorporated herein by reference, but only from the sources specified in the Ordinance, the terms and provisions of which are incorporated herein by reference.

If an event of default under the Agreement occurs, the Registered Owner shall have such remedies as are set forth in the Agreement.

The laws of the State of Nebraska shall govern this Obligation.

Dated: \_\_\_\_\_, 2006.

**THE CITY OF LINCOLN, NEBRASKA,**

**ATTEST:**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Clerk

INTRODUCED BY:

Scott M. Murphy

PASSED April 17, 2006.

AYES: Camp, Cook, Eschliman,

Marvin, McRoy, Newman, Svoboda.

ABSENT OR NOT VOTING:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAYS:

None.

Approved as to Form:

CONFLICT OF INTEREST:

\_\_\_\_\_  
City Attorney

Lawrence W. Wismer  
Bond Counsel

\_\_\_\_\_  
APPROVED: 4/20, 2006.

Robert J. Seung  
Mayor

**PASSED**  
**APR 17 2006**  
**BY CITY COUNCIL**

4/24: 2 exec origo  
to R. Peo.

**SOUTHWOOD LUTHERAN CHURCH,  
BUCKSHOT FARMS AND SUNDANCE  
CONDITIONAL ANNEXATION AND ZONING AGREEMENT**

This Southwood Lutheran Church, Buckshot Farms and Sundance Conditional Annexation and Zoning Agreement ("Agreement") is made and entered into as of this 20<sup>th</sup> day of April, 2006 by and between the **City of Lincoln, Nebraska**, a municipal corporation ("City"), **Southwood Lutheran Church**, a Nebraska corporation ("Southwood"), **Buckshot Farms**, a Nebraska general partnership ("Buckshot") and **Sundance L.L.C.**, a Nebraska limited liability company ("Sundance"). The parties may hereinafter jointly be referred to as the "Parties" or individually as "Party." Southwood, Buckshot and Sundance are hereinafter jointly referred to as "Landowner" and jointly be referred to as "Landowners".

**RECITALS**

A. Landowners and City desire to cause the urban development of the land ("Property") located in the S-2 basin in Lancaster County, Nebraska as shown on the exhibit, which is attached hereto as Attachment "A" and incorporated herein by this reference.

B. Southwood is the property owner of land located within the Property marked as the "Southwood Tract" on Attachment "A". Buckshot is the property owner of land located within the Property marked as the "Buckshot Tract" on Attachment "A". Sundance is the property owner of land located within the Property marked as the "Sundance Tract" on Attachment "A". Southwood and Sundance have entered into a written agreement to subdivide and exchange a portion of the Southwood Tract for the Sundance Tract.

C. Lincoln Federal Bancorp, Inc ("LFB") is the owner of land located immediately west of the Property in Lancaster County, Nebraska. Under a separate Conditional Annexation and Zoning Agreement with LFB, ("LFB Annexation Agreement"), the City is willing to annex that portion of the LFB property legally described in the LFB Annexation Agreement ("LFB Annexed Property") in order for the Property to be contiguous to the City municipal boundaries.

D. Landowners have requested the City to annex: (i) the Property shown as the Annexed Property on Attachment "B", which is attached hereto and incorporated herein by this reference, hereinafter referred to as the "Annexed Property". The legal description of the Annexed Property is more particularly described on Attachment "C", which is attached hereto and incorporated herein by this reference.

E. Landowners anticipate developing the Annexed Property for residential use under R-3 and R-4 Residential District zoning and therefore have requested the City to rezone those portions of the Annexed Property as shown on Attachment "A" from AG Agricultural District to R-3 Residential District and R-4 Residential District.

F. Landowners have requested the City to issue a private placement bond with Landowners ("Bond Ordinance"). Said Bond Ordinance further describes the City's agreement to reimburse Landowners for Impact Fee Facility Improvements described in this Agreement pursuant to Paragraph 10 below.

G. The Utilities and Pavement Schedules are attached hereto, marked as Attachment "D" ("Infrastructure Exhibit") and are incorporated herein by this reference. The Annexed Property is anticipated to be final platted and developed in phases.

H. The City has adopted Ordinance No. 18113, hereinafter referred to as the "Impact Fee Ordinance" based upon an impact fee study prepared by Duncan Associates dated October, 2002 that went into effect on June 2, 2003. This Impact Fee Ordinance enables the City to impose a proportional share of the cost of improvement to the water and wastewater systems, arterial streets, and neighborhood parks and trails, necessitated by and attributable to new development.

I. A Complaint for Declaratory and Injunctive Relief has been filed in the District Court of Lancaster County, Nebraska. This Complaint prayed for judgment of the district court declaring the Impact Fee Ordinance invalid and unenforceable and for injunctive relief enjoining the imposition of impact fees. The District Court found the Impact Fee Ordinance to be valid and enforceable as an excise tax. The decision of the District Court has been appealed to the Nebraska Supreme Court. In Home Builders Assn. v. City of Lincoln, 271 Neb. 353 (2006), the Nebraska Supreme Court held that the City's home rule charter permits the City to impose impact fees and affirmed the judgment of the District Court dismissing the Plaintiffs' petition ("Nebraska Supreme Court Decision"). One or both litigants may file a motion for rehearing or other applicable motion before the Nebraska Supreme Court Decision is deemed final. When the Nebraska Supreme Court Decision is adjudicated final or any such rehearing appeal has been conclusively denied, then said Nebraska Supreme Court Decision shall be hereinafter referred to as the "Final Nebraska Supreme Court Decision."

J. The City is willing to annex the Annexed Property and approve the Bond Ordinance as requested by Landowners prior to determination as to the validity and enforceability of the Impact Fee Ordinance, provided Landowners agree to make a guaranteed non-refundable contribution to the cost of improving the City's Water System, Water Distribution, Wastewater System, Neighborhood Park and Trail, and Arterial Street Impact Fee Facilities necessitated by and attributable to the proposed future development of the Annexed Property, in the event the Impact Fee Ordinance is held invalid or is otherwise unenforceable by the Final Nebraska

Supreme Court Decision.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties do agree as follows:

1. **Annexation by the City.** The City agrees to annex the Annexed Property as provided above in Recital D.

2. **Change of Zone.** The Landowners have applied for a change of zone rezoning the Annexed Property from AG Agricultural District to R-3 Residential District and R-4 Residential District as provided above in Recital E. The City is willing to consider said request for a change of zone rezoning the Annexed Property from AG Agricultural District to R-3 Residential District and R-4 Residential District as provided above in Recital E as part of the City's change of zoning process.

3. **Bond Ordinance.** The City agrees to approve the Bond Ordinance as provided above in Recital F.

4. **Payment of Impact Fees.** Landowners understand that future development of the Annexed Property will be subject to the payment of Impact Fees unless the Impact Fee Ordinance is declared to be void, illegal, or otherwise unenforceable by the Final Nebraska Supreme Court Decision. The City acknowledges that Southwood was issued a building permit for its church building and related improvements ("Church Building Permit") prior to the site being annexed. Therefore, Southwood is not liable for the payment of any Impact Fees for Arterial Street Impact Fee Facility Improvements associated with the Church Building Permit. However, Southwood is responsible for Contributions for Arterial Street Impact Fee Facility Improvements under Paragraph 5 below or the future proportionate share of cost under any new systems associated with the City's arterial streets as described in Paragraph 5 below attributable to an expansion of the church.

5. **Contributions for Impact Fee Facility Improvements.** In the event the Impact Fee Ordinance is for any reason declared to be void, illegal, or otherwise unenforceable by the Final Nebraska Supreme Court Decision, Landowners agree to make contributions to the City's Water Distribution, Water System, Wastewater, Neighborhood Park and Trail, Arterial Street Impact Fee Facility Improvements in the amounts of \$131,732, \$211,806, \$169,874, \$89,001, and \$657,449, respectively. The above-described contributions reflect the amounts attributable to 100% of the proposed development of the Annexed Property for 273 dwelling units and a 100,000 square foot church expansion as shown on Attachment "E" (Estimated Developer Contributions) based upon the 2006 Impact Fee Schedules for said Impact Fee Facilities. Landowners agree that any future preliminary plat or community unit plan for the Annexed Property will be capped at 273 dwelling units and a 100,000 square foot church expansion unless Landowners agree to make increased contributions based upon the 2006 Impact Fee Schedule for the increased amount of development. Notwithstanding the above, Landowners agree that in the event the Impact Fee Ordinance is for any reason declared to be void, illegal, or otherwise unenforceable by the Final

Nebraska Supreme Court Decision and in the event the City creates or establishes a new and lawful system which enables the City to impose a proportionate share of the cost of required improvements to the City's water distribution, water supply, wastewater systems, arterial streets, and neighborhood parks and trails on those developments which create the need for them, the Annexed Property will be subject to said new system.

**6. Development of the Annexed Property.**

**A. Street Improvements.**

**I. South 40th Street.** South 40th Street from Yankee Hill Road to Rokeby Road is presently a two-lane rural section roadway. Said section of South 40th Street is shown in the Lincoln City – Lancaster County Comprehensive Plan to be constructed as an arterial street during the 25-year planning period with four lanes plus center turn lanes (“Four-Lane South 40th Street”). The City, at its expense, will design, grade and construct the Four-Lane South 40th Street. Landowners and City acknowledge that preliminary plats abutting Four-Lane South 40th Street will be submitted in the future which will determine the location of future street access points to Four-Lane South 40th Street. Notwithstanding the above, Landowners agree that if any final plat development commences greater than one year prior to the City Public Works Director's best judgment of the City's anticipated date for constructing the above-described Four-Lane South 40th Street, then the Landowners shall, at their own cost and expense, design and construct as Site-Related Street Improvements any temporary right and left turn lanes at each final platted street connection to South 40th Street as required by the City.

**II. Rokeby Road.** Rokeby Road from South 40th Street to South 56th Street does not exist. Said section of Rokeby Road is shown in the Lincoln City - Lancaster County Comprehensive Plan to be constructed as an arterial street during the 25-year planning period with two lanes plus center turn lanes. However, based upon the Infrastructure Exhibit (Attachment “D”), Rokeby Road from South 40th Street to South 48th Street will be graded for an ultimate four through lanes with turn lanes and initially constructed as a two-lane arterial, offset from center line, with curb and gutter (collectively “Two-Lane Rokeby Road”). Landowners and City acknowledge that preliminary plats abutting Two-Lane Rokeby Road will be submitted in the future which will determine the location of future street access point to Two-Lane Rokeby Road. Two-Lane Rokeby Road is an Arterial Street Impact Fee Facility Improvement and does not include any Site-Related Street Improvements. As an Arterial Street Impact Fee Facility Improvement, the City is responsible at its own cost and expense to design, grade and construct the Two-Lane Rokeby Road. On

behalf of the City, Sundance and Buckshot will design, competitively bid, grade, construct and fund the Two-Lane Rokeby Road through the City's Executive Order process in one or more phases as part of the final plat process. The City agrees to subtract the cost of the Two-Lane Rokeby Road from Sundance's and Buckshot's obligation to make the Arterial Street Impact Fee Facility Contribution set forth in Paragraph 5 above, and to accordingly reduce Sundance's and Buckshot's obligation to guarantee payment of said contribution required in Paragraph 9 below. The City agrees to use its best efforts to reimburse Sundance and Buckshot for the designing, grading, and construction cost of the Two-Lane Rokeby Road pursuant to Paragraph 10 below.

**III. Dedication of Street Right-of-Way.** At the time of the applicable final platting of lots abutting South 40th Street, the applicable Landowners agree to dedicate, at no cost to the City, the additional right-of-way needed to provide 120/130 feet of right-of-way for Four Lane South 40th Street. At the time of the applicable final platting of lots abutting Two-Lane Rokeby Road, the applicable Landowner agrees to dedicate, at no cost to the City, the additional right-of-way needed to provide 120/130 feet of right-of-way for Two-Lane Rokeby Road. Notwithstanding the above, the City agrees that Landowners may as part of the preliminary plat process propose a modified design and associated required right-of-way for Two-Lane Rokeby Road and if approved by the City the same may be built without further amendment to this Agreement. Until the applicable street is constructed, the Landowners are entitled to farm the dedicated right-of-ways and easement areas. The Landowners waive and hold the City harmless for damages to crops and/or the Annexed Property that is subject to said dedicated right-of-ways and easement areas, when the City constructs the improvements in question.

## **B. Water Improvements.**

**I. Water Line in South 40th Street.** In order to provide water service to the Annexed Property, a 16-inch water main needs to be constructed in South 40th Street from Yankee Hill Road to Rokeby Road generally as shown on the Infrastructure Exhibit (Attachment "D") (collectively "South 40th Street Water Line"). The City, at its expense, will design, competitively bid, construct and fund the South 40th Street Water Line by August, 2006. The South 40th Street Water Line is shown in year one of the City's 2005/2006 Six-Year Capital Improvement Program.

**II. Water Line in Rokeby Road.** In order to provide water service to the Annexed Property, a 16-inch water main needs to be constructed in Rokeby Road from South 40th Street to approximately 2,600 feet east of South 40th Street generally as shown on the Infrastructure Exhibit (Attachment "D") (collectively "Rokeby Road Water Line"). The



City, at its expense, will design and construct the Rokeby Road Water Line in two phases: western quarter-mile and the eastern quarter mile, approximately. The City, at its expense, will use its best efforts to complete construction of the western quarter mile of the Rokeby Road Water Line by Spring, 2007 and complete construction of the eastern quarter mile of the Rokeby Road Water Line by Spring, 2008. At the election of the applicable Landowner, the applicable Landowners may design, competitively bid, grade, construct and fund the Rokeby Road Water on behalf of the City through the City's Executive Order process in one or more phases as part of the final plat process. The City agrees to subtract the cost of the Rokeby Road Water from the applicable Landowners' obligation to make the Water Distribution Contribution set forth in Paragraph 5 above, and to accordingly reduce the applicable Landowners' obligation to guarantee payment of said contribution required in Paragraph 9 below. The City agrees to use its best efforts to show the western one-quarter mile of the Rokeby Road Water Line to be funded by the City, at its expense, in the First Year of the 2006/2007 Six-Year Capital Improvement Program. The City agrees to use its best efforts to show the eastern one-quarter mile of the Rokeby Road Water Line to be funded by the City, at its expense, in the Second Year of the 2006/2007 Six-Year Capital Improvement Program. The City's best efforts are contingent upon City Council approving the necessary future rate increase(s) for water in the subsequent fiscal years.

**III. Obtaining Easements.** The City, with the cooperation of the applicable Landowners, shall acquire all temporary and permanent nonexclusive easements necessary for the construction and operation of the South 40th Street Water Line and Rokeby Road Water Line as soon as reasonably possible. The costs of the temporary and permanent easements including, but not limited to, the amount of any condemnation award, court costs, expert witness fees, testing fees, interest, and City staff time shall be paid by the City and included as part of the project cost of the South 40th Street Water Line and Rokeby Road Water Line. The City is authorized to utilize condemnation, if necessary, to acquire the temporary and permanent easements. Notwithstanding the above, the applicable Landowners shall convey at no cost to the City all temporary and permanent nonexclusive easements necessary for the construction and operation of the South 40th Street Water Line and Rokeby Road Water Line within such Landowner's Property.

**IV. Property's Internal Loop Water Line.** The applicable Landowners will construct the 12-inch internal loop water line to be shown and approved as part of a preliminary plat of the Property. Said internal loop water line will be constructed in phases as part of the final plat process. The applicable Landowners, at their expense, will be responsible for the equivalent cost of the standard water line size and the City, at its expense, will be responsible to reimburse the applicable Landowner the cost to oversize the water line.

**C. Sanitary Sewer Improvements**

I. **South Salt Creek Trunk Sewer Extension.** As part of the City's utility planning, the City at its expense has designed and has begun construction of an extension of the large South Salt Creek gravity flow trunk sewer up stream from approximately Yankee Hill Road to near South 25th Street and south of Rokeby Road ("South Salt Creek Trunk Sewer"). The completion of the South Salt Creek Trunk Sewer will allow the gravity flow connection of the Sub Basin Sewer Line Phase I and II described below to the South Salt Creek Trunk Sewer. The City agrees to use its best efforts to complete construction of the South Salt Creek Trunk Sewer by March, 2007.

II. **Sub Basin Sewer Line Phase I.** In order to provide gravity sewer service to the Annexed Property, the Sub Basin Sewer Line Phase I is being constructed generally as shown on the Infrastructure Exhibit (Attachment "D"). The Sub Basin Sewer Line Phase I will be a gravity flow and when connected to the Sub Basin Sewer Line Phase II will connect the Annexed Property at the east side of the South 40th Street right-of-way to the South Salt Creek Trunk in a southwest direction as generally shown on Attachment "D". The City, at its expense, has designed and is constructing the Sub Basin Sewer Line Phase I. The City, at its expense, will use its best efforts to complete construction of the Sub Basin Sewer Line Phase I by March, 2007.

III. **Sub Basin Trunk Sewer Line Phase II.** In order to provide gravity sewer service to the Annexed Property, Phase II of the Sub Basin Trunk Sewer Line needs to be designed and constructed generally as shown on the Infrastructure Exhibit (Attachment "D"). Phase II of the Sub Basin Trunk Sewer Line will be a gravity line that generally begins at the east side of the South 40th Street right-of-way and south of the drainageway, then runs in a southwesterly direction as generally shown on Attachment "D", and, connects to the end of the Phase I Sub Basin Trunk Sewer. The City, at its expense, will design and construct Phase II of the Sub Basin Trunk Sewer Line. The City, at its expense, will use its best efforts to complete construction of the Sub Basin Sewer Line Phase II by March, 2007.

IV. **Southwood Sewer Connection.** On behalf of the City, the Landowner will competitively bid, construct and fund the necessary sanitary sewer lines from the terminus of Sub Basin Sewer Phase II at South 40th Street to the terminus point on the south edge of the Southwood Tract located on the Property as generally shown on Attachment "D" ("Southwood Sewer Connection"). The Southwood Sewer Connection will be built through the City's Executive Order processes after approval of a preliminary plat unless otherwise authorized by the City. The Landowners agree to use their best efforts to cause the completion of the Southwood Sewer Connection approximately the same time the City completes the balance of the Sub Basin Sewer Line Phases I and II. The City agrees to subtract the eligible cost of the Southwood Sewer Connection greater than eight (8) inches from Landowner's obligation to make the Wastewater Distribution Impact Fee Facility Contribution set forth in Paragraph 5

above, and to accordingly reduce Landowner's obligation to guarantee payment of said contribution required in Paragraph 9 below. The City will use its best efforts to include the cost of the Southwood Sewer Connection greater than eight (8) inches in a future City Six-Year Capital Improvement Program, and show the Impact Fee Facility Improvements to be funded by the City, at its expense, in the first year of the 2011/12 Six-Year Capital Improvement Program. The City agrees to use its best efforts to reimburse the Landowner for the Impact Fee Facility Improvements cost of the Southwood Sewer Connection, including the construction but not design and grading of Southwood Sewer Connection pursuant to Paragraph 10 below.

**V. Sub Basin Trunk Sewer Line Phase III.** In order to provide gravity sewer service to portions of the Annexed Property, Phase III of the Sub Basin Trunk Sewer Line needs to be designed and constructed generally as shown on the Infrastructure Exhibit (Attachment "D"). Phase III of the Sub Basin Trunk Sewer Line will be a gravity line that generally begins at South 48th Street north of Rokeby Road, then runs in a northwesterly direction as generally shown on Attachment "D", and, connects to the end of the Phase II Sub Basin Trunk Sewer. The City, at its expense, will design and construct Phase III of the Sub Basin Trunk Sewer Line in two phases: western half and the eastern half, approximately. The City, at its expense, will use its best efforts to complete construction of the western half of the Sub Basin Sewer Line Phase III by August, 2008 and complete construction of the eastern half of the Sub Basin Sewer Line Phase III by August, 2009. At the election of the applicable Landowner, the applicable Landowners may design, competitively bid, grade, construct and fund Phase III of the Sub Basin Trunk Sewer on behalf of the City through the City's Executive Order process in one or more phases as part of the final plat process. The City agrees to subtract the cost of the Phase III of the Sub Basin Trunk Sewer Line from the applicable Landowners' obligation to make the Sewer Impact Fee Facility Contribution set forth in Paragraph 5 above, and to accordingly reduce the applicable Landowners' obligation to guarantee payment of said contribution required in Paragraph 9 below. The City will use its best efforts to show the western half of Phase III of the Sub Basin Trunk Sewer Line to be funded by the City, at its expense, in the Year Two of the 2006/07 Six-Year Capital Improvement Program . The City will use its best efforts to shown the eastern half of Phase III of the Sub Basin Trunk Sewer Line to be funded by the City, at its expense, in the Year Three of the 2006/07 Six-Year Capital Improvement Program. The City agrees to use its best efforts to reimburse the applicable Landowners for the designing, grading, and construction cost of the western half and eastern half of Phase III of the Sub Basin Trunk Sewer Line by December 2007 and December 2008 respectively pursuant to Paragraph 10 below.

**VI. Sub Basin Trunk Sewer Line Phase IV.** In order to provide gravity sewer service to portions of the Annexed Property, Phase IV of the Sub Basin Trunk Sewer Line needs to be

designed and constructed generally as shown on the Infrastructure Exhibit (Attachment "D"). Phase IV of the Sub Basin Trunk Sewer Line will be a gravity line that generally begins at South 48th Street, then runs in a westerly direction as generally shown on Attachment "D", and, connects to the end of the Southwood Sewer Connection. The City, at its expense, will design and construct Phase IV of the Sub Basin Trunk Sewer Line. The City, at its expense, will use its best efforts to complete construction of Phase IV of the Sub Basin Sewer Line by August, 2011. At the election of the applicable Landowner, the applicable Landowners may design, competitively bid, grade, construct and fund Phase IV of the Sub Basin Trunk Sewer on behalf of the City through the City's Executive Order process in one or more phases as part of the final plat process. The City agrees to subtract the cost of the Phase IV of the Sub Basin Trunk Sewer Line from the applicable Landowners' obligation to make the Sewer Impact Fee Facility Contribution set forth in Paragraph 4. above, and to accordingly reduce the applicable Landowners' obligation to guarantee payment of said contribution required in Paragraph 9 below. The City will use its best efforts to show Phase IV of the Sub Basin Trunk Sewer Line to be funded by the City, at its expense, in the Years Four and Five of the 2006/07 Six-Year Capital Improvement Program. The City agrees to use its best efforts to reimburse the applicable Landowners for the designing and construction cost of Phase IV of the Sub Basin Trunk Sewer Line by December 2010 pursuant to Paragraph 10 below.

**VII. Sub Basin Trunk Sewer Line Phase V.** In order to provide gravity sewer service to portions of the Annexed Property, Phase V of the Sub Basin Trunk Sewer Line needs to be designed and constructed generally as shown on the Infrastructure Exhibit (Attachment "D"). Phase V of the Sub Basin Trunk Sewer Line will be a gravity line that generally begins at Rokeby Road, then runs in a northwesterly direction as generally shown on Attachment "D", and, connects to Phase II of the Sub Basin Sewer Line. The City, at its expense, will design and construct Phase V of the Sub Basin Trunk Sewer Line. The City, at its expense, will use its best efforts to complete construction of the Phase V of the Sub Basin Sewer Line by August , 2009. At the election of the applicable Landowner, the applicable Landowners may design, competitively bid, grade, construct and fund Phase V of the Sub Basin Trunk Sewer on behalf of the City through the City's Executive Order process in one or more phases as part of the final plat process. The City agrees to subtract the cost of the Phase V of the Sub Basin Trunk Sewer Line from the applicable Landowners' obligation to make the Sewer Impact Fee Facility Contribution set forth in Paragraph 5 above, and to accordingly reduce the applicable Landowners' obligation to guarantee payment of said contribution required in Paragraph 9 below. The City will use its best efforts to show Phase IV of the Sub Basin Trunk Sewer Line to be funded by the City, at its expense, in Year Three of the 2006/07 Six-Year Capital Improvement Program. The City agrees to use its best efforts to reimburse the applicable Landowners for the designing and construction cost of Phase V of the Sub Basin Trunk Sewer

Line by December 2008 pursuant to Paragraph 10 below.

**VIII. Obtaining Easements.** The City, at its expense, will acquire (including the use of eminent domain, if necessary) the additional temporary and permanent easements necessary for the construction and operation of the South Salt Creek Trunk Sewer, Sub Basin Sewer Line Phases I, II, III, IV and V and Southwood Sewer Connection, except that the applicable Landowners agree to dedicate, at no cost to the City, the additional temporary and permanent easements located within the Annexed Property needed to construct and operate the Southwood Sewer Connection, the Phase III, IV and V trunk sewers, and any other trunk sewers needed to serve the remainder of the Annexed Property and/or adjacent properties.

**IX. Temporary Storage and Pumping.** Southwood and the City are hopeful that the South Salt Creek Trunk Sewer, Sub Basin Sewer Line Phase I and II and Southwood Sewer Connection will be completed prior to Southwood requesting a certificate of occupancy for the new church to enable the Southwood Tract to be sewerred through the City's wastewater system. In the event the South Salt Creek Trunk Sewer, Sub Basin Sewer Line Phase I and II and Southwood Sewer Connection would not be completed prior to Southwood requesting a certificate of occupancy for the new church, then the City and the Church will use their best efforts to enter into a discussion and possible written agreement allowing Southwood to temporarily collect, store and pump wastewater received from the church in a wastewater collection system until such time as the South Salt Creek Trunk Sewer, Sub Basin Sewer Line Phase I and II and Southwood Sewer Connection is constructed. The City hereby authorizes the Mayor, with input and advice by the City Attorney, to enter into such a written agreement with Southwood, with terms and conditions that will adequately protect the public's health and safety.

#### **D. Park**

**I. City Park and Trail.** The City, at its expense, has previously acquired a Conservation Easement over a portion of the Property as filed of record as Instrument Number 2005-063615 in the Lancaster County Register of Deeds Office. The City Parks and Recreational Department master plans do not show the need for any additional park land over the Property. At the time of the applicable final platting of South 40th Street, the applicable Landowners agree to dedicate, at no cost to the City, the additional easement needed for a hiker/biker trail along the east side of South 40th Street from the proposed South 40th Street bridge crossing the waterway (approximately 1200 feet north of Rokeby Road) to Rokeby Road as generally shown on Attachment "D". The needed easement for the trail will be finalized at the time of the preliminary plat approval. Until the applicable trail is constructed, the Landowners are entitled to farm the easement area. The Landowners waive and hold the City harmless for damages to crops and/or the Property that is subject to said easement area, when the City constructs the trail. The City may elect at a later date to use a portion of the Conservation

Easement area for parks and trail purposes.

**7. Definitions.** For purposes of this Agreement, the words and phrases “cost” or “entire cost” of a type of improvement shall be deemed to include all design and engineering fees, testing expenses, acquisition of right-of-way from a third party (but excluding any Landowner) construction costs, publication costs, financing costs, and related miscellaneous costs. For the purposes of this Agreement, the words and phrases “building permit,” “development,” “Impact Fee Facility,” “Impact Fee Facility Improvement” and “site-related improvements” shall have the same meaning as provided for said words and phrases in the Impact Fee Ordinance.

**8. Minimum Flood Plain Corridor.** Impact Fee Facilities which cross or otherwise encroach into Minimum Flood Corridors are required to meet the standards for sequencing identified in the City’s Drainage Criteria Manual. This includes impacts to Minimum Flood Corridors for arterial street, water, sewer and park impact fee facilities on or adjacent to the Property. The sequencing process and details regarding the construction and location of the facilities as they relate to impacts on Minimum Flood Corridors shall be reviewed and approved by the Public Works and Utilities Department if the facility is constructed through the City’s executive order process prior to approval of construction plans. Because this process provides greater detail than a preliminary plat process, the City’s review and approval process may result in alterations of some locations for water, sewer, and park impact fee facilities shown on a preliminary plat with regard to impacts on the Minimum Flood Corridor. The sequencing process of avoidance, minimization and mitigation shall be part of the project cost.

**9. Guaranteed Payment of Impact Fee Facility Contributions.** The applicable Landowners shall, prior to the approval of each final plat or a use permit of the Annexed Property, provide the City a bond, escrow, letter of credit, or other security agreement, approved by the City Attorney, in an amount equal to the proportionate share of the Water Distribution, Water System, Wastewater, Neighborhood Park and Trail, and Arterial Street Impact Fee Facility Contributions attributable to full development of the lots within each final plat compared to the proposed full development of the Annexed Property under this Agreement.

The above required payments of the Water Distribution, Water System, Wastewater, Neighborhood Park and Trail, and Arterial Street Impact Fee Facility Contributions shall be paid to the City within thirty (30) days written notice from the City that the following two events have occurred:

- (1) The City is awarded a bid and entered into a contract for the improvement of an eligible Water Distribution, Water System, Wastewater, Neighborhood Park and Trail and/or Arterial Street Impact Fee Facility Improvement; and
- (2) The Final Nebraska Supreme Court Decision has declared the Impact Fee Ordinance invalid and unenforceable.

The applicable contributions shall first be applied toward payment of the eligible Water Distribution, Wastewater, Neighborhood Park and Trail, and/or Arterial Street Impact Fee Facility Improvements described in this Agreement. Thereafter, any excess contribution may be applied toward payment of any other eligible Impact Fee Facility Improvement in the same benefit district the Annexed Property was located in under the Impact Fee Ordinance.

In the event that the Impact Fee Ordinance has been declared valid and enforceable by the Final Nebraska Supreme Court Decision, then the City agrees to release the bond, escrow, letter of credit, or other security agreement provided by Landowner to guarantee the above-described contributions and Landowner shall be released from making the above-described contributions.

**10. Reimbursement for Impact Fee Facility Improvements.** In the event Landowners fund construction of the Impact Fee Facility Improvements described herein, then the City agrees to reimburse such Landowners for said costs with Interest (as set forth below), as soon as reasonably possible, from the following sources of funds; provided, however, if the Impact Fee Ordinance is finally determined to be invalid or unenforceable by the Final Nebraska Supreme Court Decision, then the City shall only be obligated to reimburse Landowners for Landowners' cost of constructing Impact Fee Facility Improvements in excess of Landowners' applicable Impact Fee Facility Contribution set forth in Paragraph 5 above.

**A. Directed Impact Fees.** The City agrees to reimburse the Landowners for the Landowners' cost to construct Impact Fee Facility Improvements with the applicable Impact Fees collected from the entire development of the Annexed Property and from Lots 43, 51, and 52, Irregular Tracts, located in the NW 1/4 of Section 32, Township 9 North, Range 7 East; Lot 59, the north part of Lot 61 (as described in Lancaster County Register of Deeds Instrument No. 97-103 97) and Lot 63, Irregular Tracts, located in the SW 1/4 of Section 32, Township 9 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska (collectively "Neighboring Development") under the applicable Impact Fee Facility Improvements category (e.g., Water Distribution, Wastewater, Neighborhood Park and Trail, Arterial Street), subject to the following conditions:

1. Said reimbursement shall be paid semi-annually from impact fees actually received;
2. No reimbursement shall be paid prior to and unless the Impact Fee Ordinance is finally determined to be valid and enforceable by the Final Nebraska Supreme Court Decision;

3. The maturity of the reimbursement shall be until the outstanding principle amount is collected against the entire development of the Annexed Property or is reimbursed pursuant to this Paragraph 10; and

4. Any reimbursement to be paid from impact fees shall not constitute a general obligation or debt of the City, but shall be deemed a bonded indebtedness as described in the Bond Ordinance.

**B. Capital Improvement Program.** The City agrees to use its best efforts to include the stated Impact Fee Facility Improvements, along with the potential funding source(s), in the stated City's Six-Year Capital Improvement Program described in this Agreement.

**C. Landowners' Cost in Excess of Directed Impact Fees.** In the event the Landowners' cost to construct Impact Fee Facility Improvements are in excess of the City's Water Distribution, Wastewater, Neighborhood Park and Trail, Arterial Street Impact Fee Facility Improvements in the amounts of \$131,732, \$169,874, \$89,001, and \$657,449, respectively, then, the City agrees to use its best efforts to reimburse Landowners with interest for the excess cost from the applicable Impact Fees collected first from the Neighboring Development and then from other development within the same benefit district, or from other funding sources identified in this Agreement and the Bond Ordinance within eleven (11) years from the date of the Impact Fee Facility Improvement is substantially constructed. Notwithstanding the above, the City's best efforts to reimburse Landowners with the impact fees collected from other development within the same benefit district does not restrict the City from agreeing to reimburse future developers within the same benefit district from directed impact fees if those developers fund Impact Fee Facility Improvements.

**D. Interest.** Interest shall be paid upon the outstanding balance owed to the Landowner to reimburse the Landowner for the Landowners' cost of the Impact Fee Facility Improvements in excess of the applicable amounts set forth in Paragraph 10 C. above. Said outstanding balance shall draw interest at the rate of two percent (2%) per annum ("Interest"); provided, however, Interest on the applicable Impact Fee Facility Improvement shall not begin to accrue until the Landowner advances any excess funds to the City.

**E. Full Payment.** Notwithstanding any contrary provision herein, the City will use its best efforts to reimburse Landowners for principal and interest owed from available City funds within eleven (11) years from the date the Impact Fee Facility Improvement is substantially constructed.

**F. City's Obligations Under This Agreement.** The City represents and warrants that its obligations under this Agreement for the reimbursement of the cost to construct



Impact Fee Facility Improvements are subject to the terms, conditions and covenants of the Bond Ordinance, and are lawful binding obligations incurred:

1. Pursuant to (a) Sections 18-1803 to 18-1805, inclusive, Reissue Revised Statutes of Nebraska, as amended, and (b) Article IX, Sections 8 and 44 of the City's Home Rule Charter with respect to Water Distribution and shall, to the extent of the City's obligation hereunder, constitute Subordinate Indebtedness (as defined in Ordinance No. 18088 of the City).

2. Pursuant to (a) Section 18-1803 to 18-1805, inclusive, Reissue Revised Statutes of Nebraska, as amended, and (b) Article IX, Section 44 of the City's Home Rule Charter with respect to the Wastewater System and shall, to the extent of the City's obligation hereunder, constitute Subordinate Indebtedness (as defined in Ordinance No. 18171 of the City).

3. Pursuant to Section 66-4,101, Reissue Revised Statutes of Nebraska, as amended, with respect to Arterial Streets and shall, to the extent of the City's obligation hereunder, constitute an obligation junior and inferior to the City's outstanding General Obligation Highway Allocation Bonds, Series 2004 and any other highway allocation bonds of the City hereafter issued pursuant to Section 66-4,101, Reissue Revised Statutes of Nebraska, as amended.

11. **Amendments.** This Agreement may only be amended or modified in writing signed by the parties to this Agreement.

12. **Further Assurances.** Each party will use its best and reasonable efforts to successfully carry out and complete each task, covenant, and obligation as stated herein. Each of the parties shall cooperate in good faith with the other and shall do any and all acts and execute, acknowledge and deliver any and all documents so requested in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Agreement.

13. **Governing Law.** All aspects of this Agreement shall be governed by the laws of the State of Nebraska. The invalidity of any portion of this Agreement shall not invalidate the remaining provisions.

14. **Interpretations.** Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

15. **Construction.** Whenever used herein, including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

16. **Relationship of Parties.** Neither the method of computation of funding or any other provisions contained in this Agreement or any acts of any party shall be deemed or construed by the City, Landowner, or by any third person to create the relationship of partnership or of joint

venture or of any association between the parties other than the contractual relationship stated in this Agreement.

17. **Assignment.** In the case of the assignment of this Agreement by any of the parties, prompt written notice shall be given to the other parties who shall at the time of such notice be furnished with a duplicate of such assignment by such assignor. Any such assignment shall not terminate the liability of the assignor to perform its obligations hereunder, unless a specific release in writing is given and signed by the other parties to this Agreement or unless otherwise stated herein.

18. **Default.** Landowners and City agree that the annexation and changes of zone promote the public health, safety and welfare so long as Landowners fulfill all of the conditions and responsibilities set forth in this Agreement. In the event Landowners default in fulfilling any of their covenants and responsibilities as set forth in this Agreement, then the City may in its legislative authority rezone the Annexed Property to its previous designation or such other designations as the City may deem appropriate under the then existing circumstances, or take such other remedies, legal or equitable, which the City may have to enforce this Agreement or to obtain damages for its breach. In the event the City defaults in fulfilling any of its covenants and responsibilities as set forth in this Agreement, then the Landowners may take such remedies, legal or equitable, to enforce this Agreement or to obtain damages for its breach.

19. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns and shall inure to and run with the Annexed Property.

20. **Fair Share.** Landowners acknowledge that the City has a legitimate interest in the public health, safety and welfare and in providing for the safe and efficient movement of vehicles on the public arterial streets and the provision of adequate water and wastewater service and adequate neighborhood parks and trails as provided for in the Impact Fee Ordinance which is promoted by requiring Landowners to pay their fair share of the cost to construct such Impact Fee Facilities and that an essential nexus exists between the City's legitimate interests and the conditions placed upon Landowners under this Agreement. In addition, City and Landowners have each made an individualized determination and found that the conditions placed upon Landowners under this Agreement are related both in nature and extent and are in rough proportionality to the projected adverse effects that full development of the Annexed Property under the annexation and change of zone would have on the City's Impact Fee Facilities.

21. **Recordation.** This Agreement or a memorandum thereof shall be filed in the Office of the Register of Deeds of Lancaster County, Nebraska at Landowners' cost and expense.

22. **Engineering Services.** The uniform procedure for the selection of professional consultants set forth in Executive Order No. 58026 dated August 6, 2003 need not be utilized to select the Landowners' engineer to design the required improvements to be installed by Landowners.

The Landowners' engineer has performed preliminary design work and continuing utilization of the Landowners' engineer will avoid delay, inefficiencies, lack of coordination, and duplication of effort. Notwithstanding the above, the Landowners agree that, in order for Landowners' engineer design costs to be reimbursable Impact Fee Facility Improvements, the compensation to be paid for such services must be approved the City's Department of Public Works & Utilities.

**23. Preliminary Plat.** The City understands that the Landowners at a later date will be submitting a preliminary plat for the Annexed Property and this Agreement is not contingent upon the approval of a preliminary plat.

**24. Authority.** The City has the authority to engage in the reimbursements to Landowners described in this Agreement, and (i) have taken all steps to legally exercise that authority, and (ii) the reimbursements to Landowners described in this Agreement will comply with all applicable laws.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

"CITY"

**CITY OF LINCOLN, NEBRASKA,**  
a municipal corporation

By: \_\_\_\_\_

Coleen J. Seng, Mayor

ATTEST:

*Jean E. Row*  
\_\_\_\_\_  
City Clerk



"LANDOWNERS"

**SOUTHWOOD LUTHERAN CHURCH,** a  
Nebraska nonprofit corporation

By: \_\_\_\_\_

Title: *President*

**BUCKSHOT FARMS,** a Nebraska general  
partnership

By: \_\_\_\_\_

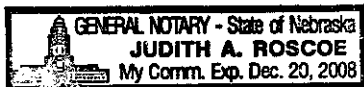
General Partner

**SUNDANCE, L.L.C.**,  
a Nebraska limited liability company

By: John Sampson  
Manager Member

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me this 20th day of April, 2006, by Coleen J. Seng, Mayor of the **City of Lincoln, Nebraska**, a municipal corporation.



Judith A. Roscoe  
Notary Public

(Seal)  
STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

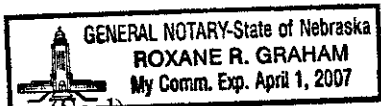
The foregoing instrument was acknowledged before me this 14 day of April, 2006, by Kevin Meyer, President of **Southwood Lutheran Church**, a Nebraska nonprofit corporation, on behalf of the nonprofit corporation.



Shannon Paul  
Notary Public

(Seal)  
STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me this 14th day of April, 2006, by John Sampson, a general partner of **Buckshot Farms**, a Nebraska general partnership, on behalf of the general partnership.

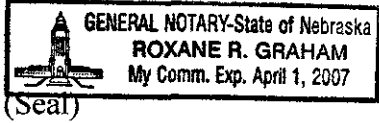


Roxane R. Graham  
Notary Public

(Seal)

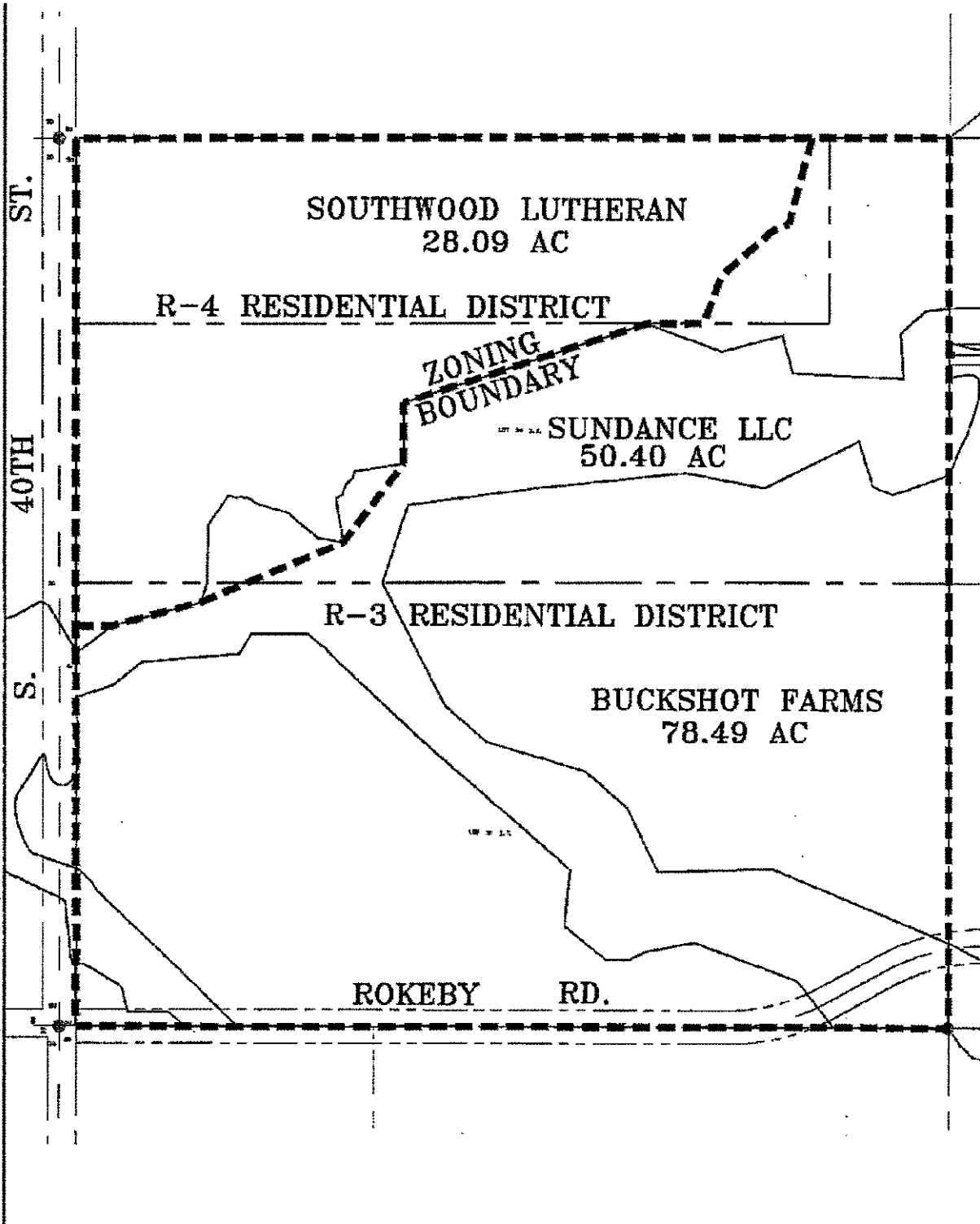
STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of April, 2006, by John Sampson, managing member of **Sundance L.L.C.**, a Nebraska limited liability company, on behalf of the limited liability company.



Roxane R. Graham  
Notary Public

**Attachment "A"**  
**Property and Rezoning**



U:\Projects\2004\2004-1343\Comp\Plan\Amend\dwg\unio\text\A.dwg  
 DATE: Dec 05, 2005 2:52pm XREFS: shpfile82 ECONT  
 JSDK: tgergen

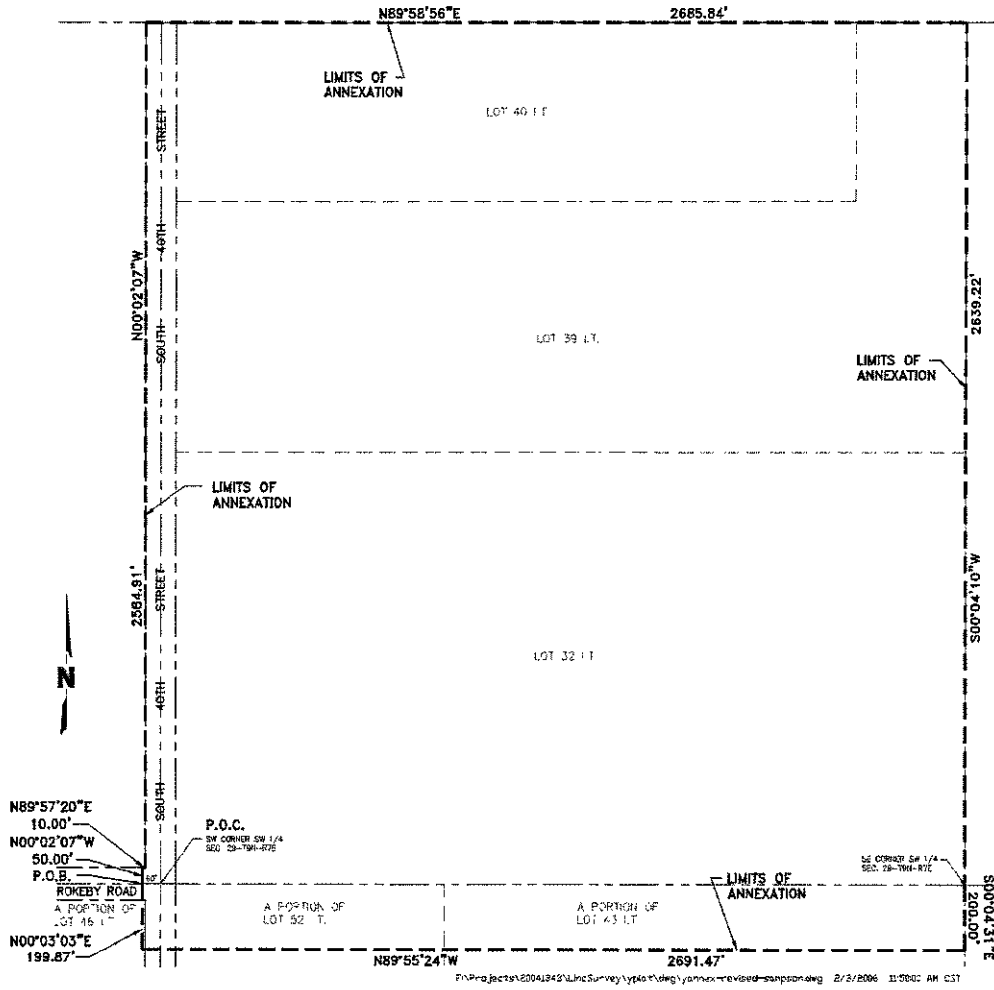
PROJECT NO: 2004-1343  
 DRAWN BY: TG  
 DATE: 12/05/05

**PROPERTY  
& REZONING**

**OLSSON ASSOCIATES**  
 ENGINEERS - PLANNERS - SCIENTISTS - SURVEYORS  
 1712 LINDEN HALL - LINCOLN, NEBRASKA 68501  
 PH. 402-474-8511 - FAX 402-474-5100

ATTACHMENT  
**A**

# Attachment "B" Annexation Map



Attachment "C"

LEGAL DESCRIPTION  
ANNEXATION

A TRACT OF LAND COMPOSED OF LOTS 32 I.T., 39 I.T., 40 I.T., AND A PORTION OF SOUTH 40<sup>TH</sup> STREET RIGHT-OF-WAY, ALL LOCATED IN THE SOUTHWEST QUARTER OF SECTION 29, A PORTION OF LOTS 43 I.T., 52 I.T., AND A PORTION OF SOUTH 40<sup>TH</sup> STREET RIGHT-OF-WAY, ALL LOCATED IN THE NORTHWEST QUARTER OF SECTION 32, A PORTION OF LOT 46 I.T., AND A PORTION OF SOUTH 40<sup>TH</sup> STREET RIGHT-OF-WAY, AND A PORTION OF ROKEBY ROAD RIGHT-OF-WAY, ALL LOCATED IN THE NORTHEAST QUARTER OF SECTION 31, AND A PORTION OF SOUTH 40<sup>TH</sup> STREET RIGHT-OF-WAY, AND A PORTION OF ROKEBY ROAD RIGHT-OF-WAY, ALL LOCATED IN THE NORTHEAST QUARTER OF SECTION 30, ALL LOCATED IN TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6<sup>TH</sup> P.M., LANCASTER COUNTY, STATE OF NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 29, THENCE WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 30 ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 57 MINUTES 20 SECONDS WEST, A DISTANCE OF 60.00 FEET TO **THE TRUE POINT OF BEGINNING**, THENCE NORTH 00 DEGREES 02 MINUTES 07 SECONDS WEST ALONG A LINE 60.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 50.00 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF ROKEBY ROAD RIGHT-OF-WAY, THENCE NORTH 89 DEGREES 57 MINUTES 20 SECONDS EAST ALONG THE NORTH LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 10.00 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF SOUTH 40<sup>TH</sup> STREET RIGHT-OF-WAY, THENCE NORTH 00 DEGREES 02 MINUTES 07 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTH 40<sup>TH</sup> STREET RIGHT-OF-WAY, SAID LINE BEING 50.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2,584.91 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER, THENCE NORTH 89 DEGREES 58 MINUTES 56 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, AND THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 29, A DISTANCE OF 2,685.84 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER, THENCE SOUTH 00 DEGREES 04 MINUTES 10 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 2,639.22 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER, THENCE SOUTH 00 DEGREES 04 MINUTES 31 SECONDS EAST ALONG THE EAST LINE OF THE NORTHWEST

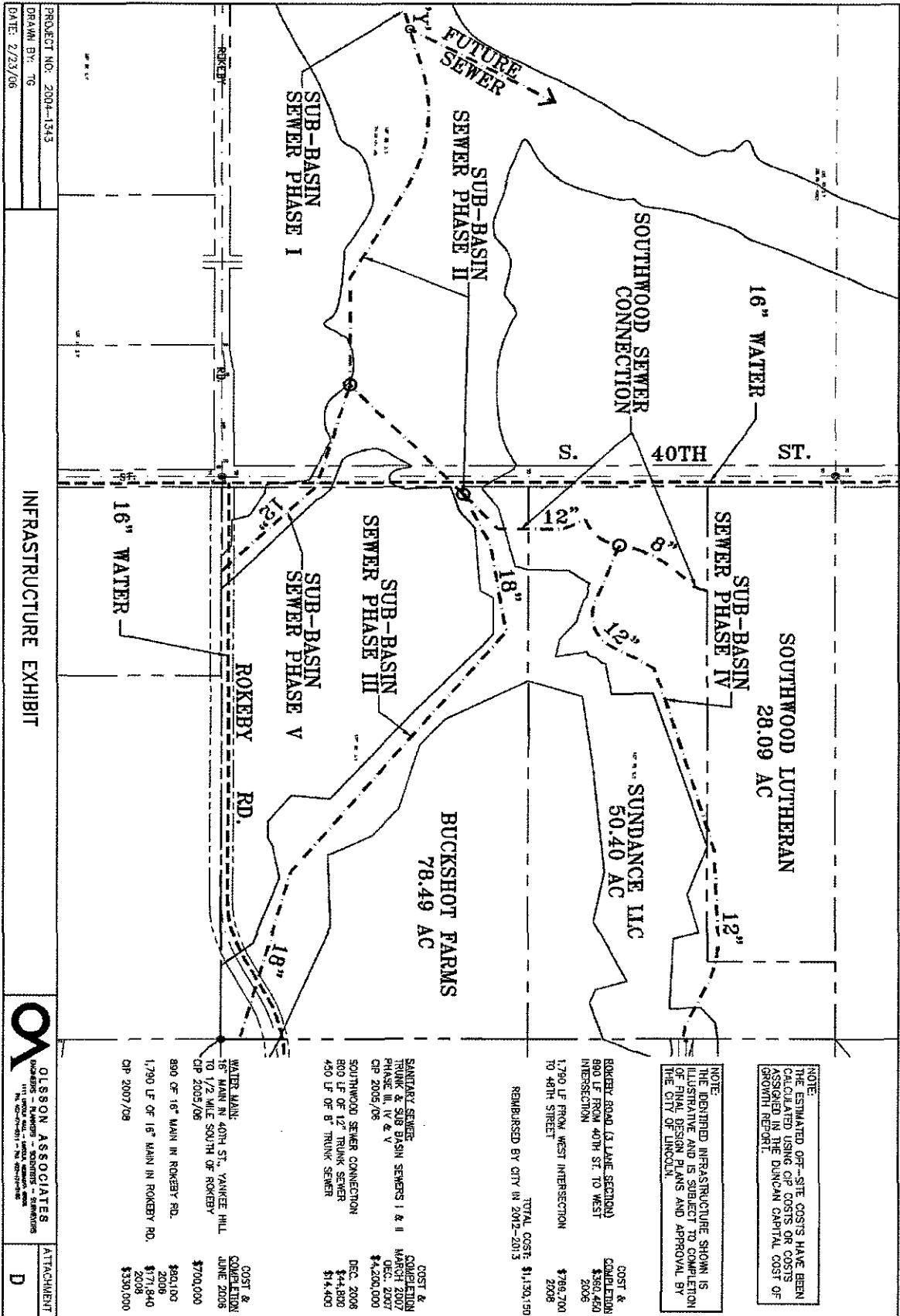


QUARTER OF SECTION 32, A DISTANCE OF 200.00 FEET TO A POINT, THENCE NORTH 89 DEGREES 55 MINUTES 24 SECONDS WEST ALONG A LINE 200.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER, AND ITS EXTENSION, A DISTANCE OF 2,691.47 FEET TO A POINT LOCATED 60.00 FEET WEST OF THE WEST LINE OF SAID NORTHWEST QUARTER, THENCE NORTH 00 DEGREES 03 MINUTES 03 SECONDS EAST ALONG A LINE 60.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 31, A DISTANCE OF 199.87 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 7,615,011.47 SQUARE FEET OR 174.82 ACRES, MORE OR LESS.

February 3, 2006  
F:\Projects\20041343\LinSurvey\yplat\dwg\annex-revised-sampson.doc

**Attachment "D"**

**Infrastructure Exhibit**



**OLSSON ASSOCIATES**  
 ENGINEERS ARCHITECTS PLANNERS  
 1111 LINCOLN ST. SUITE 200  
 LINCOLN, NE 68502-3808  
 TEL: 402-441-1111 FAX: 402-441-1112  
 WWW.OLSSONASSOCIATES.COM

**ATTACHMENT D**

## Attachment "E"

### Estimated Developer Contributions

**Sampson - Southwood Lutheran**  
**Estimated Developer Contribution**  
**Using January 1, 2006 Impact Fee Schedule**

**Updated March 22, 2006**      **11/15/11/Sampson Southwood.123**  
**Dwellings per Kent Seacrest email of Feb 1, 2006**  
 Southwood assumes future building addition of 100,000 sq. ft. on 28 acres

	Dwelling Units	Number of Meters	Water Meter Size	Total Contribution				
				Water System	Water Distribution	Waste-water	Arterial Street	Park & Trail
Single Family Detached	158	158	3/4"	\$99,540.00	\$61,936.00	\$79,790.00	\$347,126.00	\$52,814.00
Single Family Detached	79	79	1"	\$92,871.00	\$51,508.00	\$65,518.00	\$173,563.00	\$26,307.00
Single Family Attached	36	36	3/4"	\$22,680.00	\$14,112.00	\$18,180.00	\$41,760.00	\$10,080.00
Multi-Family	0	0	6"	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Dwelling Unit Subtotal</b>	<b>273</b>							
	<b>Floor Area</b>							
Office, General	0	0	1 1/2"	\$0.00	\$0.00	\$0.00	\$0.00	n/a
Office, Medical	0	0	1 1/2"	\$0.00	\$0.00	\$0.00	\$0.00	n/a
Church	100,000	1	3"	\$6,715.00	\$4,176.00	\$5,386.00	\$95,000.00	n/a
Shopping Ctr (300,000-499,999 sf)	0	0	1 1/2"	\$0.00	\$0.00	\$0.00	\$0.00	n/a
Restaurant, Sit Down	0	0	1 1/2"	\$0.00	\$0.00	\$0.00	\$0.00	n/a
Restaurant, Fast Food	0	0	1 1/2"	\$0.00	\$0.00	\$0.00	\$0.00	n/a
Drive In Bank	0	0	1"	\$0.00	\$0.00	\$0.00	\$0.00	n/a
<b>Floor Area Subtotal</b>	<b>100,000</b>							
<b>Grand Total Contribution = \$1,259,862</b>				<b>\$211,806.00</b>	<b>\$131,732.00</b>	<b>\$169,874.00</b>	<b>\$657,449.00</b>	<b>\$99,001.00</b>

**ARTERIAL STREET BY LAND USE CATEGORY**  
 Beginning January 1, 2006

Land Use Type	Unit of Measure	Fee Per Unit
<b>Residential</b>		
Single-Family Detached	Dwelling	\$2,197.00
Single-Family Attached /Duplex	Dwelling	\$1,160.00
Multi-Family	Dwelling	\$1,338.00
Multi-Family Elderly/ Retirement	Dwelling	\$336.00
Mobile Home	Pad Site	\$1,207.00
<b>Retail/Commercial</b>		
Shopping Ctr (<100,000 sf)	1000 sq. ft.	\$3,230.00
Shopping Ctr (100,000-299,999 sf)	1000 sq. ft.	\$2,910.00
Shopping Ctr (300,000-499,999 sf)	1000 sq. ft.	\$2,810.00
Shopping Ctr (500,000-999,999 sf)	1000 sq. ft.	\$2,590.00
Shopping Ctr (1 million sf+)	1000 sq. ft.	\$2,500.00
Bank	1000 sq. ft.	\$6,230.00
Convenience Store with Gasoline Sales	1000 sq. ft.	\$4,080.00
Movie Theater	1000 sq. ft.	\$2,400.00
Restaurant, Fast Food	1000 sq. ft.	\$3,810.00
Restaurant, Sit-Down	1000 sq. ft.	\$3,600.00
Hotel/Motel	Room	\$785.00
<b>Office/Institutional</b>		
Office, General	1000 sq. ft.	\$3,230.00
Office, Medical	1000 sq. ft.	\$6,160.00
Hospital	1000 sq. ft.	\$1,550.00
Nursing Home	1000 sq. ft.	\$810.00
Church	1000 sq. ft.	\$950.00
Day Care Center	1000 sq. ft.	\$4,000.00
Elementary/Secondary School	1000 sq. ft.	\$360.00
<b>Industrial</b>		
Light Industrial/ Industrial Park	1000 sq. ft.	\$1,980.00
Manufacturing	1000 sq. ft.	\$1,590.00
Warehouse	1000 sq. ft.	\$1,120.00
Mini-Warehouse	1000 sq. ft.	\$330.00
<b>Recreational</b>		
Amusement Park	Acre	\$5,004.00
Bowling Alley	1000 sq. ft.	\$4,470.00
Golf Course	Hole	\$3,461.00
Golf Driving Range	Tee	\$1,589.00
Health Club	1000 sq. ft.	\$2,710.00
Miniature Golf Course	Hole	\$430.00

**WATER SYSTEM FEE PER METER**  
 Beginning January 1, 2006

Meter Size	SFEs/ Meter	Fee Per SFE	Fee Per Meter Size
3/4"	1.00	\$630	\$630.00
1"	1.67	\$630	\$1,049.00
1-1/2"	3.33	\$630	\$2,099.00
2"	5.33	\$630	\$3,358.00
3"	10.67	\$630	\$6,715.00
4"	16.67	\$630	\$10,493.00
6"	33.33	\$630	\$20,986.00
8"	53.33	\$630	\$33,578.00
10"	76.67	\$630	\$48,267.00

**WATER DISTRIBUTION FEE PER METER**  
 Beginning January 1, 2006

Meter Size	SFEs/ Meter	Fee Per SFE	Fee Per Meter Size
3/4"	1.00	\$392	\$392.00
1"	1.67	\$392	\$652.00
1-1/2"	3.33	\$392	\$1,305.00
2"	5.33	\$392	\$2,089.00
3"	10.67	\$392	\$4,176.00
4"	16.67	\$392	\$6,525.00
6"	33.33	\$392	\$13,051.00
8"	53.33	\$392	\$20,882.00
10"	76.67	\$392	\$30,017.00

**WASTEWATER FEE PER METER**  
 Beginning January 1, 2006

Meter Size	SFEs/ Meter	Fee Per SFE	Fee Per Meter Size
3/4"	1.00	\$505	\$505.00
1"	1.67	\$505	\$842.00
1-1/2"	3.33	\$505	\$1,683.00
2"	5.33	\$505	\$2,692.00
3"	10.67	\$505	\$5,386.00
4"	16.67	\$505	\$8,415.00
6"	33.33	\$505	\$16,829.00
8"	53.33	\$505	\$26,927.00
10"	76.67	\$505	\$38,709.00

**NEIGHBORHOOD PARK & TRAIL FEE PER UNIT**  
 Beginning January 1, 2006

	Fee Per Unit
Single Family Detached	\$333.00
Single Family Attached/Duplex	\$280.00
Multi-Family Elderly/Retirement	\$197.00
Multi-Family	\$247.00
Mobile Home (per pad site)	\$283.00

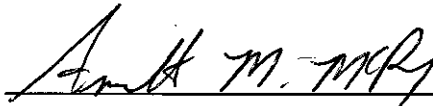
Note: Fee per SFE is rounded in table for purposes of display.

06-53

MOTION TO AMEND NO. 1


I hereby move to amend Bill No. 06-53 to adopt the Substitute Bond Ordinance.

Introduced by:

  
\_\_\_\_\_

AYES: Camp, Cook, Eschliman,  
Marvin, McRoy, Newman,  
Svoboda; NAYS: None.

Approved as to Form & Legality:

  
\_\_\_\_\_ City Attorney

Requested by: Law Department

Reason for Request: To provide the maximum dollar amounts authorized to be issued for the Water, Sanitary Sewer and Highway Obligations and to provide for a reference to the Agreement attached to the Ordinance as Exhibit D.

**PASSED**  
APR 17 2006  
**BY CITY COUNCIL**