



SPRINGFIELD

NEBRASKA

CITY COUNCIL AGENDA

Tuesday, July 21, 2026, at 7:00 p.m.

Springfield City Hall

170 North 3rd Street

CALL TO ORDER

- Public announcement that a copy of the Nebraska Open Meetings Law is available on the table at the entrance to the meeting room
- City Attorney, Bill Seidler, Jr., swears in Jack Liebentritt, 440 Chestnut Street, as a City Council Member for a term ending December 2028
- Roll call
- Pledge of Allegiance

CONSENT AGENDA

All consent agenda items are approved in one motion unless removed by a Council Member. Removed items will be placed under the Regular Agenda for consideration and action by the Council.

1. Approve Minutes of the July 7, 2026, Council Meeting
2. Approve Claims
3. Approve Treasurer's Report
4. Consider approval of a request from the Nebraska Community Blood Bank to close Railroad Street from Main Street to Cedar Street on Saturday, August 22, 2026, from 7:45 a.m. to 3:00 p.m. so they can park their blood mobile bus for a blood drive
5. Consider approval of a request from Jeff Kreifels to close Chestnut Street from Elm Street to N. 3rd Street on Saturday, July 25, 2026, from 6:00 p.m. to 11:00 p.m. for a block party

REGULAR AGENDA

1. Appoint a Council liaison for each department – Community Building & Library, Water & Sewer, Parks & Community Events, Streets
2. Consider approval of **Resolution 2026-27** approving the Subdivision Agreement for Lots 1-133 and Outlots A-L, Springfield Highlands

3. Consider approval of a bid for the construction of a restroom and pavilion at Buffalo Park and a pavilion at Urban Park

DEPARTMENT REPORTS

1. Water & Sewer Department – Mike Neitzel
2. Library & Community Building – Michael Herzog
3. Parks Department & Community Events – Kacie Murtha
4. Street Department – Vacant
5. Mayor's Report – Bob Roseland
6. City Staff Reports

The Mayor and City Council reserve the right to adjourn into executive session per Section 84-1410 of the Nebraska Revised Statutes.

ADJOURNMENT

**2025-2026
Treasurer's Report**

Bank Statement Figures	September	October	November	December	January	February	March	April	May	June
Cash Assets/General Checking										
Beginning Balance	\$8,079,322.02	\$12,903,061.62	\$15,905,345.08	\$15,865,714.60	\$10,552,655.81	\$5,919,270.10	\$5,861,910.40	\$9,135,805.17	\$6,876,469.67	\$7,284,782.58
Deposits	\$5,613,836.37	\$3,354,805.98	\$5,625,394.12	\$10,018,507.71	\$1,932,176.22	\$2,475,118.42	\$5,881,043.09	\$2,301,813.25	\$2,487,114.62	\$1,437,652.63
Debits	\$790,096.77	\$352,522.52	\$5,665,024.60	\$15,331,566.50	\$6,565,561.93	\$2,532,478.12	\$2,607,148.32	\$4,561,148.75	\$2,078,801.71	\$1,739,148.84
Ending Balance	\$12,903,061.62	\$15,905,345.08	\$15,865,714.60	\$10,552,655.81	\$5,919,270.10	\$5,861,910.40	\$9,135,805.17	\$6,876,469.67	\$7,284,782.58	\$6,983,286.37
Cash Assets/General Checking - Sweep										
Prestige Treasury	\$212,484.43	\$212,484.43	\$213,420.22	\$213,420.22	\$213,820.60	\$213,820.60	\$213,820.60	\$214,460.59	\$214,460.59	\$214,460.59
Prestige Bond	\$1,457,065.60	\$1,458,926.82	\$1,370,839.12	\$1,298,246.62	\$1,303,367.55	\$1,320,077.33	\$1,452,620.80	\$1,507,998.98	\$1,597,543.80	\$1,588,912.77
Keno Community Betterment	\$563,407.93	\$565,945.49	\$527,068.96	\$532,367.80	\$535,001.75	\$507,928.81	\$513,161.12	\$506,166.93	\$518,797.98	\$531,036.37
Keno Progressive Jackpot	\$50,000.00	\$50,000.00	\$50,221.90	\$50,221.90	\$50,316.12	\$50,316.12	\$50,316.12	\$50,466.72	\$50,466.72	\$50,466.72
Water Deposit Savings	\$4,284.05	\$4,284.05	\$4,293.13	\$4,293.13	\$4,297.01	\$4,297.01	\$4,297.01	\$4,303.36	\$4,303.36	\$4,303.36
Refundable Deposits Savings	\$1,250.74	\$1,250.74	\$1,253.39	\$1,253.39	\$1,254.52	\$1,254.52	\$1,254.52	\$1,256.37	\$1,256.37	\$1,256.37
Water Tower Savings	\$418,021.30	\$422,156.30	\$427,156.39	\$429,996.39	\$435,183.14	\$438,863.14	\$442,578.14	\$447,689.91	\$451,564.91	\$455,214.91
Sewer Restricted	\$417,420.76	\$421,535.76	\$427,484.07	\$430,309.07	\$435,892.17	\$439,547.17	\$443,217.17	\$448,937.56	\$452,757.56	\$456,437.56
Water Capital Facilities Fees	\$183,214.05	\$183,214.05	\$184,020.94	\$184,020.94	\$184,366.16	\$184,366.16	\$184,366.16	\$184,917.99	\$184,917.99	\$184,917.99
Sewer Capital Facilities Fees	\$1,212,561.55	\$1,212,561.55	\$1,217,901.77	\$1,217,901.77	\$1,220,186.58	\$1,220,186.58	\$1,220,186.58	\$1,223,838.77	\$1,223,838.77	\$1,223,838.77
City Sales Tax	\$4,711,383.40	\$1,185,846.80	\$1,197,604.01	\$6,628,064.78	\$11,163,724.77	\$11,223,902.76	\$7,664,861.48	\$10,321,883.62	\$9,809,291.69	\$9,995,540.67
City Sales Tax - Sweep	\$31,028,459.04	\$34,584,093.97	\$34,619,500.13	\$43,963,347.81	\$45,626,841.03	\$47,770,956.81	\$51,380,397.33	\$53,165,096.84	\$55,414,451.93	\$56,615,863.56
Money Market Library Bricks	\$988.89	\$988.89	\$990.98	\$990.98	\$991.87	\$991.87	\$991.87	\$993.34	\$993.34	\$993.34
Government Securities (Ameritas)	\$125,349.83	\$125,508.87	\$125,644.01	\$125,768.79	\$125,889.49	\$125,998.62	\$126,117.54	\$126,234.67	\$126,355.82	\$126,471.17
Library Savings-Snyder Estate Donation	\$1,664.76	\$1,664.76	\$1,668.28	\$1,668.28	\$1,669.79	\$1,669.79	\$1,669.79	\$1,672.26	\$1,672.26	\$1,672.26
Pinnacle Bank-ASIP	\$2,756,479.19	\$2,758,159.51	\$2,758,688.47	\$2,759,312.01	\$2,759,312.01	\$2,759,312.01	\$388,360.83	\$388,460.63	\$388,537.79	\$388,622.95
Time Certificates as follows:										
Bond (4 CDs)	\$85,495.10	\$85,555.16	\$86,092.51	\$86,333.60	\$86,780.46	\$86,946.37	\$86,946.37	\$87,522.22	\$87,739.13	\$87,797.92
Tower	\$64,511.89	\$64,511.89	\$64,946.92	\$64,946.92	\$64,946.92	\$65,570.16	\$65,570.16	\$65,570.16	\$66,192.47	\$66,192.47
Water (2 CDs)	\$138,780.43	\$139,131.41	\$139,594.59	\$139,594.59	\$140,102.71	\$140,676.66	\$140,676.66	\$141,178.67	\$142,277.50	\$142,081.05
Library Restricted CD 60435	\$34,806.63	\$34,806.63	\$34,806.63	\$35,156.78	\$35,156.78	\$35,156.78	\$35,506.57	\$35,506.57	\$35,746.01	\$35,746.01
Total of all Bank Accounts	\$56,047,097.14	\$59,417,972.16	\$64,619,201.32	\$68,719,900.54	\$70,308,371.53	\$72,453,749.67	\$73,552,721.99	\$75,800,625.83	\$78,057,948.57	\$79,155,113.18
General Sales Tax	\$4,891,078.95	\$3,131,401.68	\$5,316,883.94	\$4,439,455.81	\$1,725,932.22	\$2,180,965.30	\$2,615,235.67	\$1,669,599.76	\$1,629,168.23	\$1,235,797.05
Motor Vehicle Sales Tax (Street Dept)	\$6,968.59	\$6,825.81	\$5,528.38	\$8,350.89	\$4,488.10	\$1,825.64	\$4,272.77	\$4,410.23	\$3,694.02	\$9,895.45
Total Sales Tax	\$4,898,047.54	\$3,138,227.49	\$5,322,412.32	\$4,447,806.70	\$1,730,420.32	\$2,182,790.94	\$2,619,508.44	\$1,674,009.99	\$1,632,862.25	\$1,245,692.50
Cash Receipts	\$5,611,959.88	\$3,329,672.63	\$5,444,550.80	\$4,670,896.79	\$1,894,832.86	\$2,438,599.89	\$3,647,380.59	\$2,326,448.06	\$2,539,056.89	\$1,433,943.64
Cash Disbursements	\$702,627.82	\$284,340.73	\$275,731.29	\$356,428.79	\$338,475.32	\$296,884.98	\$2,511,159.79	\$200,420.21	\$378,200.34	\$424,169.35
Payroll	\$87,639.25	\$93,003.10	\$83,829.08	\$95,137.12	\$92,148.41	\$73,839.52	\$84,649.85	\$87,675.85	\$84,654.85	\$92,288.45
Overtime Hours (doesn't include comp time)										
Heath Shemek	0	2	0	11	0	0	1	8.5	3	1.5
Tyler Holdorf	4	3	1.5	14.5	1	9	1.25	9.5	3.5	0
Bryan Cherry	0	0	0	0	0	0	0	0	0	0
Chris Woodman	0	0	0	0	0	0	0	0	0	0
Jason Iverson	0	0	0	0	0	0	0	0	0	0
Ace Baughman	-	-	-	-	-	-	-	-	0	6.5
Andrea Lodenbach	1	5.25	4	0	0	0	0	0	0	0
Barb Henninger	0.5	0	0.5	0	0	0	2.5	0	0	0
Ember Davis	0	0	0	0	0	0	0	0	0	0
Jody Baughman	0	0	0	0	0	0	0	0	0	0
Kellie Banks	0	0	1	0	0	0	2	0	0	0
Bond Principal Payments	\$0.00	\$0.00	\$75,000.00	\$35,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bond Interest Payments	\$0.00	\$0.00	\$19,450.00	\$10,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,437.50	\$9,500.00
Description			VP Bond 2022	Hwy Alloc 2024					Main St & Platteview Rd	Hwy 50 Traffic Light
Date Paid			11/14/25	12/1/25					5/15/26	6/1/26
Bond Principal Payments	\$0.00	\$0.00	\$0.00	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bond Interest Payments	\$0.00	\$0.00	\$0.00	\$3,297.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,978.75
Description				GO San Swr 2017						GO San Swr 2017
Date Paid				12/15/25						6/15/26
Bond Principal Payments	\$0.00	\$0.00	\$0.00	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bond Interest Payments	\$0.00	\$0.00	\$0.00	\$2,392.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,317.50
Description				GO Storm Swr 2021						GO Storm Swr 2021
Date Paid				12/15/2025						6/15/2026
Bond Principal Payments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,000.00
Bond Interest Payments	\$0.00	\$0.00	\$0.00	\$5,843.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,415.00
Description				Swr Rev 2025						Swr Rev 2025
Date Paid				12/15/2025						6/15/2026



SPRINGFIELD

NEBRASKA

MAYOR AND CITY COUNCIL REPORT
JULY 21, 2026, AGENDA

Agenda Item:	Subject:	Submitted By:
Consent Agenda Item 4	Consider a request from the Nebraska Community Blood Bank to close Railroad Street from Main Street to Cedar Street on Saturday, August 22, 2026, from 7:45 a.m. to 3:00 p.m.	Barb Henninger City Clerk

Synopsis

As you recall back in May 2026, InspireHer, a woman's program with a focus on elevating and supporting the Springfield Community, asked for your approval to allow the Nebraska Community Blood Bank to park their blood mobile along Railroad Street on Friday, June 12, 2026, from 7:45 a.m. to 3:00 p.m. to hold a blood drive.

You can donate blood every 8 weeks, so the Nebraska Community Blood Bank is asking again to park their blood mobile along Railroad Street on Saturday, August 22, 2026, from 7:45 a.m. to 3:00 p.m. to hold another blood drive in Springfield.

They would need Railroad Street blocked off from Main Street to Cedar Street for the event so donors can safely enter and exit the blood mobile. They have submitted their required certificate of liability insurance.

Recommendation

Council consideration.

Attachments

None



SPRINGFIELD

NEBRASKA

MAYOR AND CITY COUNCIL REPORT
JULY 21, 2026 AGENDA

Agenda Item:	Subject:	Submitted By:
Consent Agenda Item 5	Consider request from Jeff Kreifels to close Chestnut Street from Elm Street o N. 3 rd Street on Saturday, July 25, 2026, from 6:00 p.m. to 11:00 p.m. for a block party	Barb Henninger City Clerk

Synopsis

Jeff Kreifels, 425 Chestnut Street, has submitted a Block Party/Street Closure Request Form to close Chestnut Street from Elm to 3rd Street for their annual block party. The application states that there will be a DJ and stereo at the event.

Recommendation

Council consideration.

Attachments

Block Party / Street Closure Request Form



SPRINGFIELD

NEBRASKA

BLOCK PARTY / STREET CLOSURE REQUEST FORM

DATE OF APPLICATION

7.1.26

APPLICANT INFORMATION (Primary Contact Person)

Name	Jeff Kreifels	E-mail	jkreifels@hotmail.com
Address	425 Chestnut St	Phone	402-679-3164

BLOCK PARTY / STREET CLOSURE INFORMATION

Date	7.25-26	Start Time	0600	AM / PM	End Time	1100	AM / PM
Street To Be Closed	Chestnut St						
Street Closed From (Intersection)	Edin St						
Street Closed To (Intersection)	3rd St.						
Will There be Music?	Yes / No	If Yes, Describe (e.g. band, DJ, stereo)					
		DJ.					

- Closure requires City Council approval. City Council meetings are the 1st and 3rd Tuesday of each month. Applications must be received 6 days prior to the Council meeting.
- Street closures are restricted to 10:00 a.m. and 11:00 p.m.
- Include a map of the surrounding area showing the street(s) to be blocked off.
- Every resident affected by the closure must sign the Resident Authorization Form (back of this form).
- A minimum of four barricades are required for each event (two on each end of the street closure). Vehicles, sawhorses, barrels and other items are not allowed to be used to block off a street.
- City Employees will set the barricades on the corner of the closed intersection prior to the event. Applicant is responsible to set barricades out.
- After the event, Applicant will remove barricades and set back on the corner of the closed intersection for City Employees to pick up.
- No parking is permitted in front of the barricades during the event.
- Access must be granted to all emergency vehicles.
- Applicant is responsible for clearing the street of debris after the party.
- Applicant is responsible for complying with City Ordinances and State Statutes regarding noise, liquor and fireworks.
- Applicant / Primary Contact Person is responsible for the event and will be the contact in case of emergency or other issues. If at any time the event becomes disruptive, this permit may be revoked and future requests may be denied.

I, the undersigned applicant, have read and understand this application, and have submitted all required documents and I understand my responsibilities.

Signature

Jeff Kreifels

Date

7.1.26

BLOCK PARTY / STREET CLOSURE RESIDENT AUTHORIZATION FORM

(All residents to be affected by the requested street closure must be notified and must approve the closure and sign below)

Street Address	Printed Name	Signature	Approve?
400 Chestnut St	Bill Boardman	Bill Boardman	☒ Yes ☐ No
425 Chestnut St	Jeff Kreisels	Jeff Kreisels	☒ Yes ☐ No
445 CHESTNUT ST	TERRANCE GAWITTI	TERRANCE GAWITTI	☒ Yes ☐ No
465 Chestnut St.	Kathie Cooper	Kathie Cooper	☒ Yes ☐ No
470 Chestnut St	Jack Liebenbritt	Jack Liebenbritt	☒ Yes ☐ No
420 Chestnut St	Beth Franke	Beth Franke	☒ Yes ☐ No
405 Chestnut St.	Karen Latham	Karen Latham	☒ Yes ☐ No
480 Chestnut St.	Cinda Craney	Cinda Craney	☒ Yes ☐ No
460 CHESTNUT ST	GARY FAUST	GARY FAUST	☒ Yes ☐ No
375 Chestnut St	Brooke Rosser	Brooke Rosser	☒ Yes ☐ No
485 Chestnut St.	LORI MAHONEY	LORI MAHONEY	☒ Yes ☐ No
350 Chestnut St	Katie Green	Katie Green	☒ Yes ☐ No
490 Chestnut St	PAUL LAKSIC	PAUL LAKSIC	☒ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No

Contact Certification: I hereby certify that all residents to be affected by this requested street closure have been notified and have approved the closure by affixing their signatures above.

Applicant Signature

7-7-26
Date



SPRINGFIELD

NEBRASKA

MAYOR AND CITY COUNCIL REPORT
JULY 21, 2026 AGENDA

Agenda Item:	Subject:	Submitted By:
Regular Agenda Item 1	Appoint Council Liaisons	Barb Henninger City Clerk

Synopsis

Jack Liebentritt will need to be appointed as a department liaison. Dan Craney served as the street department liaison, so that department is currently vacant. Liebentritt can either fill that position or Council can make changes to the departments they serve. Current appointments are as follows:

Water & Sewer – Mike Neitzel
Community Building & Library – Mike Herzog
Parks & Community Events – Kacie Murtha
Streets – Vacant

Recommendation

Council consideration.

Attachments

None



SPRINGFIELD

NEBRASKA

MAYOR AND CITY COUNCIL REPORT
JULY 21, 2026 AGENDA

Agenda Item:	Subject:	Submitted By:
Regular Agenda Item 2	Resolution 2026-27 approving the Subdivision Agreement for Lots 1-133 and Outlots A-L, Springfield Highlands	Kathleen Gottsch City Administrator

Synopsis

On June 2, 2026, the City Council approved the revised preliminary plat and final plat for Lots 1-133 and Outlots A-L, Springfield Highlands contingent upon the Subdivision Agreement being approved.

City staff members have been working with the developer's team on the Subdivision Agreement. A copy of that agreement with the exhibits that have been provided thus far are attached. The developer's team is working to finalize the exhibits.

Recommendation

Council consideration of the terms outlined in the Subdivision Agreement. City staff finds the agreement to be acceptable, contingent upon all exhibits being provided.

Attachments

Resolution 2026-27
Subdivision Agreement w/ Exhibits

**RESOLUTION
2026-27**

Springfield Highlands Subdivision Agreement

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRINGFIELD, NEBRASKA APPROVING THE SUBDIVISION AGREEMENT (LOTS 1-133 AND OUTLOTS A-L, SPRINGFIELD HIGHLANDS) OF A SUBDIVISION LOCATED ON THE IRREGULAR NORTH ONE-HALF OF THE NORTHEAST QUARTER AND TAX LOT 34A OF SECTION 24, TOWNSHIP 13, RANGE 11 OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, CONSISTING OF APPROXIMATELY 61.43 ACRES, MORE OR LESS.

WHEREAS, Springfield Highlands, LLC, Commercial Subdivider, HRC Springfield Highlands, LLC, Residential Subdivider, Sanitary and Improvement District No. 391, and the Springfield Highlands Homeowners Association Inc., wish to enter into a Subdivision Agreement with the City of Springfield, Nebraska for Lots 1-133 and Outlots A-L, Springfield Highlands; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Springfield hereby approves the Subdivision Agreement for Lots 1-133 and Outlot A-L, Springfield Highlands, contingent upon (1) the change of zoning classification from R87 Single-Family Residential District to BG General Business District for Lot 1, R30 General Family Residential District for Lots 31-42, and R50 Two-Family Residential District for Lots 19-30, (Lots 2-18 and Lots 43-133 and Outlots A-L shall remain R87) on said property, (2) final approval of a Final Plat for said development, and (3) completion of the conditions identified in the Subdivision Agreement.

PASSED AND APPROVED THIS 21ST DAY OF JULY 2026.

City Council Member _____ moved the adoption of said resolution.

City Council Member _____ seconded the motion.

Record of Vote:

Ayes: _____

Nays: _____

Abstain: _____

Absent: _____

Resolution adopted, signed and billed as adopted.

Approved:

Mayor

SEAL

Attest:

City Clerk

SUBDIVISION AGREEMENT
Lots 1-133 and Outlots A-L, Springfield Highlands

THIS AGREEMENT, made and entered into this ____ day of _____, 2026, among SPRINGFIELD HIGHLANDS, LLC, a Nebraska limited liability company, (hereinafter referred to as "Commercial Subdivider"), HRC SPRINGFIELD HIGHLANDS, LLC, a Nebraska limited liability company, (hereinafter referred to as the "Residential Subdivider"), SANITARY AND IMPROVEMENT DISTRICT NO 391 of SARPY COUNTY, NEBRASKA, (hereinafter referred to as "District"), SPRINGFIELD HIGHLANDS HOMEOWNERS ASSOCIATION INC., (hereinafter referred to as "Association"), and the CITY OF SPRINGFIELD, a Municipal Corporation in the State of Nebraska, (hereinafter referred to as "City"). Collectively, Commercial Subdivider, Residential Subdivider, District, Association, and City are hereinafter sometimes referred to as the "Parties." In addition, the Commercial Subdivider and the Residential Subdivider are sometimes referred to collectively and the "Subdivider".

WITNESSETH:

WHEREAS, the Commercial Subdivider and the Residential Subdivider are the owners of parcels of land outside the corporate limits of the City, but within the City's zoning and platting jurisdiction shown on the Final Plat attached hereto as Exhibit "A" (hereinafter defined as "Development Area"), known as Springfield Highlands. The Development Area is located within the corporate limits of Sanitary and Improvement District No. 391 in Sarpy County, Nebraska, which is within with the City's zoning and platting jurisdiction; and

WHEREAS, the Subdivider proposes that the District will build public improvements in the Development Area; and

WHEREAS, the Subdivider and the District wish to connect the system of sanitary sewers to be constructed by the District, within the Development Area, to the sewer system of the City; and

WHEREAS, the Subdivider and the District wish to connect the system of water mains to be constructed by the District, within the Development Area, to the water supply system of the City; and

WHEREAS, Lot 1 will be developed as a commercial area, and Lots 2 thru 30, inclusive, Lots 43 thru 133, inclusive, will be developed as single-family dwellings, and Lots 31 thru 42, inclusive, will be developed as fourplexes; and

WHEREAS, Subdivider and City wish to agree regarding the maintenance of lots within the District; and

WHEREAS, Subdivider has created the Springfield Highlands Homeowners Association, Inc. comprised of the property owners of Lots 2 thru 133, inclusive, and Outlots A-L, inclusive; and

WHEREAS, the Parties wish to agree upon the manner, method and the extent to which public funds may be expended in connection with the installation and construction of public improvements constructed within and/or serving the Development Area and the extent to which the contemplated public improvements specially benefit property in the Development Area or property adjacent thereto, and to what extent the cost of same shall be specially assessed or deemed to be of general benefit to the property within the District; and

WHEREAS, Subdivider, District, Association, and City agree that the terms and conditions hereof shall govern development of the entire Development Area.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

SECTION I DEFINITIONS

For the purpose of this Agreement, the following words and phrases shall have the following meanings:

- A. "City Council" shall mean the City Council of the City of Springfield, Nebraska.
- B. "Comprehensive Plan" shall mean that certain Comprehensive Plan adopted on May 20, 2025, by the City Council as Ordinance No. 1188.
- C. "Cost" or "Entire Cost," being used interchangeably, of a type of improvement shall be deemed to include all construction costs, engineering fees, design fees, attorney's fees, testing expenses, publication costs,

financing costs, penalties, forfeitures and default charges, and miscellaneous costs, including, among others, interest on warrants to date of the levy of special assessments and fiscal agent's warrant fees and bond fees, owing or to become owing. The date of levy of special assessments shall mean within six (6) months after acceptance of the improvement by the Board of Trustees of the District.

- D. "Development Area" as shown on Exhibit "A" shall not include any future changes in boundaries unless approved in writing by City.
- E. "Final Plat" shall mean the final plat of the Springfield Highlands subdivision, a copy of which is attached as Exhibit "A" hereto and hereinafter defined as "Development Area."
- F. "General Obligation" shall mean the Entire Costs that are not specially assessed or which are designated as a general obligation of the District in Section IV.
- G. "Lead Agent" shall mean the entity, or entities, responsible for designing, preparing plans for, bidding, installing, or constructing a particular Public Improvement or responsible for engaging a qualified contractor or subcontractor to perform such responsibilities.
- H. "Property Benefited" shall mean the property within the Development Area which constitutes building sites. Outlots A-L are undeveloped areas and therefore are not building sites.
- I. "Public Improvements" shall mean the improvements to the Property Benefited as described in Section IV of this Agreement.
- J. "Road Agreement" shall mean that certain Agreement by and between Subdivider and Sarpy County for the Road Improvements.
- K. "Road Improvements" shall mean the improvements or modifications to the roads described in the Road Agreement.
- L. "Street Intersections" shall be construed to mean the area of the street between the returns of the various legs of the intersection, but in no case shall said area extend in any direction beyond a straight line drawn perpendicular from the centerline of the street to the adjacent lot corner.
- M. "Subdivision Regulations" shall mean the subdivision regulations adopted by the City on May 1, 2018, as Ordinance No. 976, along with adopted amendments through the date of this Agreement.

SECTION II PROCEDURES AND ACTIONS

The City Council, after conducting a duly-noticed public meeting, adopted Resolution No. 2026-15 on _____, 2026, effective immediately upon adoption, which resolution (a) confirmed the City Council's approval of this Agreement and the City Council's findings that the provisions of this Agreement are consistent with the Comprehensive Plan and (b) authorized the execution of this Agreement. The City represents and warrants to the Subdivider, District and Association that the execution and delivery of this Agreement has been validly authorized by all necessary governmental or other action and does not conflict with any other agreements entered into by the City.

The District, after conducting a duly-noticed public meeting, approved this Agreement and authorized the execution of this Agreement. The District represents and warrants to the Subdivider, Association and City that the execution and delivery of this Agreement has been validly authorized by all necessary governmental or other action and does not conflict with any other agreements entered into by the District.

The Association, after conducting a duly-noticed public meeting, approved this Agreement and authorized the execution of this Agreement. The Association represents and warrants to the Subdivider, District and City that the execution and delivery of this Agreement has been validly authorized by all necessary governmental or other action and does not conflict with any other agreements entered into by the Association.

SECTION III EFFECTIVENESS OF THE AGREEMENT

The effectiveness of this Agreement to bind the Subdivider, District, Association and Property Benefited shall be contingent upon the recordation of the Final Plat; provided, that nothing in this Agreement shall be deemed to obligate the Subdivider to so record the Final Plat.

SECTION IV PUBLIC IMPROVEMENTS

Subdivider and District covenant that Subdivider shall, and the District covenants that the District will contemporaneously with the filing of the Final Plat, present to the City Clerk for the benefit of the City binding contracts in full force and effect calling for the timely and orderly installation of the following public improvements, according to the terms of those contracts. District shall also provide and deliver to the City written confirmation of a binding bond, escrow or security agreement between the District and its fiscal agent calling for the placement of the warrants or bonds of the District for the installation of the required improvements set forth herein:

- A. Grading. Grading of street right-of-way shall be completed by Subdivider/District. The Development Area shall be graded as shown on the Grading Exhibit prepared by TD2 Engineering attached hereto as Exhibit "D." Further, grading shall be done in conformance with City regulations, inclusive of payment of permit fees when a grading permit is required under said regulations.
- B. Interior Street Paving. Construction of concrete paving of all streets dedicated pursuant to the Final Plat (Exhibit "A"); all of said paving to be twenty-eight (28) feet in width, except for those streets with a width greater than twenty-eight (28) feet, which streets shall be extra-width paving, if any (approved by the City), as shown on paving plans prepared by TD2 Engineering, copies of which are attached hereto as Exhibit "B." All interior streets shall be constructed within the right-of-way as shown on the attached Final Plat and shall be constructed of Portland cement concrete with an integral curb and gutter system.
- C. Intersection Improvements. If arterial intersection improvements including, but not limited to, a traffic signal, roundabout or other measures are warranted at the intersection of 132nd Street and Platteview Road, the District shall contribute an amount equal to twenty-five percent (25%) of the Entire Cost of said intersection improvements. Subdivider shall, prior to the sale of Lot 1, convey to Sarpy County a permanent easement over the northeast corner of said lot for any additional right-of-way required in the event a roundabout is constructed at the intersection of 132nd Street and Platteview Road.
- D. Traffic Study. The traffic study completed by TD2 Engineering is attached hereto as Exhibit "O."
- E. Road Agreement with Sarpy County. Subdivider or District shall enter into a Road Agreement with Sarpy County and Subdivider or District shall contribute to the cost of Road Improvements in accordance with the terms of said Road Agreement. Subdivider or District shall provide City with a copy of said Road Agreement within thirty (30) days of approval by Sarpy County and Subdivider or District. No portion of any of City's arterial street improvement program fees shall be used for any of the Road Improvements identified in the Road Agreement.
- F. Sanitary Sewer System. All sanitary sewer mains, manholes and related appurtenances constructed in dedicated street rights-of-way and easements dedicated pursuant to the Final Plat (Exhibit "A"), shall be located as shown on the plans and specifications for said sanitary sewer improvements prepared by TD2 Engineering, copies of which are attached hereto as Exhibit

"C." All installed sanitary sewer mains shall be inspected by City before connection to the City system.

- G. Storm Sewers. Storm sewers, inlets, manholes and related appurtenances constructed on and in dedicated street rights-of-way and easements dedicated pursuant to the Final Plat (Exhibit "A"), shall be located as shown on the plans and specifications for said storm sewer and paving improvements prepared by TD2 Engineering, copies of which are attached hereto as Exhibits "B" and "E." All installed storm sewers shall be inspected by City before connection to the City system.
- H. Water System. Interior water distribution mains and related appurtenances constructed in dedicated street rights-of-way dedicated pursuant to the Final Plat (Exhibit "A"), shall be located as shown on water plan improvements prepared by TD2 Engineering, copies of which are attached hereto as Exhibit "F." All installed water mains shall be inspected by City before connection to the City system. District shall reimburse City for its proportionate share of the costs, calculated based on the linear frontage of the development, for the external water main within 132nd Street and Platteview Road. Prior to City's execution of the final plat, District shall pay to City the District's proportionate share of the cost of such external water main improvements.
- I. Gas System. Gas distribution mains located within dedicated street rights-of-way dedicated pursuant to the Final Plat (Exhibit "A") shall be installed by Metropolitan Utilities District (MUD).
- J. Street Lighting. Street lighting for public streets dedicated pursuant to the Final Plat (Exhibit "A") shall be installed by the Omaha Public Power District (OPPD).
- K. Electrical Service. Underground electrical service to each of the lots within the Development Area shall be installed by the Omaha Public Power District (OPPD).
- L. Sidewalks. A concrete sidewalk shall be constructed in the street right-of-way of all public streets within the Development Area with a minimum width of four (4) feet. Handicap ramps with detectable warning panels shall be constructed at public street intersections. Sidewalks shall be constructed by the Subdivider or District according to the following schedule:
 - 1. Sidewalks shall be constructed immediately abutting outlots and vacant lots as soon as the lots comprising sixty-five percent (65%) of the abutting footage on such side have been built upon.

2. Sidewalks shall be constructed immediately abutting built-upon lots as soon as weather permits.
 3. In any event, all sidewalks shall be constructed upon any public streets adjacent to the plat within five (5) years of the recording of the Final Plat (Exhibit "A").
- M. Trail. As shown on Exhibit "G," Subdivider or District shall construct an eight (8) foot wide concrete trail within Outlots D, E, F, G, H, I and J concurrently with the construction of interior street paving, an eight (8) foot wide trail on the south side of Platteview Road concurrently with Platteview Road improvements, and an eight (8) foot wide trail on the west side of 132nd Street concurrently with 132nd Street improvements. Plans shall be approved by City prior to construction. Facilities developed along this trail corridor shall be limited to trail paths, landscaping, boundary fencing, signage, benches, lighting, and utilities.
- N. Street Signs. Streets signs at all intersections per the Final Plat (Exhibit "A") shall comply with the "Manual of Uniform Traffic Control Devices."
- O. Fire Hydrants. District shall provide for fire hydrants for the protection of the Property Benefited. The type of hydrant and control valves and the location of hydrants must be approved by the City of Springfield Engineer and Springfield Volunteer Fire Department Fire Chief. Fire hydrants must be installed and operational before issuance of any building permits for the development. Notwithstanding the foregoing, building permits are permitted prior to fire hydrants being installed and operational but work will be limited to footings and foundation.
- P. Erosion Control. Erosion control shall be performed by seeding the Development Area, controlling erosion of areas disturbed by grading operations, constructing temporary terraces on slopes, temporary silting basins and spillways, and any additional measures necessary to prevent erosion, damage and sedimentation to adjacent properties and public rights-of-way. All erosion control measures shall adhere to the City of Springfield Stormwater Regulations.
- Q. Drainage Ways & Drainage Easements. No fences, grading, structures or landscaping of any type will be allowed in any drainage way or drainage easement. All proposed drainage ways shall be evaluated by the City Engineer. All drainage easements shall be provided to the City upon filing with the Sarpy County Register of Deeds.

- R. Post-Construction Stormwater Management. Post-construction stormwater management features and related appurtenances shall be constructed in right-of-way and outlots, per the Final Plat (Exhibit "A"). The plans and specifications for said stormwater management improvements shall be submitted to and must be accepted by the City prior to starting construction of said improvements. Said improvements shall be located as shown on the post-construction stormwater management plans to be prepared by TD2 Engineering, copies of which are attached hereto as Exhibit "I" and are subject to the approval of the City.
- S. Post-Construction Stormwater Maintenance Agreement. A post-construction stormwater maintenance agreement shall be submitted to and reviewed by the City prior to the commencement of construction of said improvements and shall comply with the requirements attached hereto as Exhibit "J." The maintenance agreement shall delineate the responsibilities of the District and of the Association and shall be subject to the approval of the City. The maintenance agreement must include language to control when post-construction stormwater features are constructed and differentiate between the requirements of construction site stormwater runoff controls and post-construction controls. The post-construction stormwater features shall not be installed until such time as they will not be negatively impacted by construction site runoff. Maintenance actions identified as private, to be performed by the Association, property owner, or other private entity shall run with the land and become the responsibility of any successors, assigns or future owners, as appropriate. Maintenance responsibilities of the District as identified in the maintenance agreement shall be transferred to the Association prior to annexation by City.
- T. Landscape Plan. Subdivider and District have provided City with a landscaping plan that is attached hereto as Exhibit "H." Subdivider and/or the District shall install landscaping within six (6) months of the first building permit being issued for the Development Area.
- U. Civil Defense and Storm Warning System. A civil defense and storm warning system, if necessary.

SECTION V

USE OF DISTRICT FUNDS & CREDIT

The District shall not use its credit or funds for the engineering, procurement, or construction of any improvements or facilities within the Development Area other than the public improvements expressly identified in this Agreement or otherwise authorized herein. The District may issue warrants to pay for repairs, maintenance, and operating costs, which shall be payable from funds obtained through the District's general fund mill levy or, where

permitted by law, from special assessments, fees, or charges. Maintenance, repair, and reconstruction of a public improvement shall not be a general obligation of District without the prior written approval of City. District shall not acquire any interest in real property without the prior written approval of City.

SECTION VI PAYMENT FOR PUBLIC IMPROVEMENTS

Subdivider and City agree that the Entire Cost of all public improvements constructed by District within the Development Area (see Exhibit "A") as authorized by Section VI, above, shall be defrayed as follows:

- A. Paving. One hundred percent (100%) of the Entire Cost of all street construction shall be paid by special assessment against the property benefited within the Development Area, except for street intersections and certain extra-width and major street paving, either of which may be a general obligation, as indicated in Exhibit "B."
- B. Sanitary Sewer. One hundred percent (100%) of the Entire Cost of all sanitary sewers, including manholes and other appurtenances, shall be paid by special assessment against property benefited within the Development Area.
 - 1. Connection charges paid to other sanitary and improvement districts shall be specially assessed to the extent of special benefit to properties in the District, and the remainder may be general obligation of the District.
 - 2. The District's total cost of any outfall sanitary sewer line to be constructed by the District, within the boundaries of the District, shall be specially assessed except that portion of the sanitary outfall sewer which the pipe size is greater than 8" diameter may be a general obligation.
 - 3. The total cost of any outfall sanitary sewer serving the entire District whether constructed inside or outside the District boundary by the District may be a general obligation of the District.
 - 4. The total cost of any easement acquisition for outfall sanitary sewers serving the entire District constructed outside the District boundary by the District may be a general obligation of the District, as indicated in Exhibit "B."
- C. Water. One hundred percent (100%) of the Entire Cost of the water distribution system serving the Development Area shall be specially

assessed against the property benefited within the Development Area. One hundred percent (100%) of the entire cost of water approach mains may be a general obligation of the District.

- D. Storm Sewers. One hundred percent (100%) of the Entire Cost of storm sewers and appurtenances may be a general obligation of the District.
- E. Gas Distribution. One hundred percent (100%) of the Entire Cost of the gas distribution system serving the Development Area shall be specially assessed against the property benefited within the Development Area. One hundred percent (100%) of the Entire Cost of the gas approach mains may be a general obligation of the District. All refunds from MUD shall be credited to the Bond Construction Account of the District.
- F. Street Lighting. One hundred percent (100%) of the Entire Cost of monthly contract charges paid to the Omaha Public Power District for furnishing lighting of public streets shall be paid from the general operating fund of the District.
- G. Underground Power or Natural Gas. All contract charges for underground power or natural gas authorized to be paid by District to the Omaha Public Power District or to any public gas utility, including both the basic charges and refundable charges, together with all other charges as fall within the definition of Entire Cost as defined in this Agreement, including all penalties and default charges, and are allocable to such contract charges, shall be specially assessed against property within the Development Area. Any refund of the refundable portion of the underground electrical service charge for a particular lot which shall be made by Omaha Public Power District to District or its successors shall be credited as follows:
 - 1. If the refund is prior to the levy of special assessments for underground electrical service, said refund shall be credited as a reduction in the total cost of the underground electrical services to be levied against said lot.
 - 2. If the refund is after the date of the levy of special assessments for underground electrical service, said refund shall be credited as a payment on the balance owing on the special assessment levied against said lot in connection with underground electrical service for said lot.
 - 3. If the refund is after the date of levy and payment in full of special assessment, said refund shall be repaid to persons paying the special assessment or their assignees.

- H. Telecommunications. No funds of the District are to be used for the installation or maintenance of telephone or telecommunications equipment.
- I. Trail. One hundred percent (100%) of the Entire Cost of the eight (8) foot wide concrete trail may be a general obligation of the District.
- J. Sidewalks. The cost of sidewalks along exterior arterial streets, or publicly owned outlot frontage, may be borne by the general obligation of the District. The cost of sidewalks along interior streets shall be borne by the property owner of such adjacent lot or specially assessed if completed by the District.
- K. Street Identification Signs. Regulatory and street identification signs may be a general obligation of the District, provided the signs are in compliance with the Manual on Uniform Traffic Control Devices. All signs shall be approved, in writing, by City and / or Sarpy County prior to installation.
- L. Sediment and Erosion Control. The initial construction cost of grading and piping for temporary sediment and erosion control facilities shall be paid for privately by the Subdivider. Removal of sediment and erosion control measures may be a general obligation of the District. All silt basins are to remain in place until seventy-five percent (75%) of the drainage sub-basin serviced by these erosion control measures are fully developed, and with the written permission of City authorizing their removal. Sediment removal shall be paid as follows:
 - 1. During the initial construction of public streets and sewers, the District may pay for the removal as a general obligation of the District; a separate bid item shall be included in the public improvements contract for this work.
 - 2. For all subsequent sediment removal, the District shall pay for the work from its operating fund.
 - 3. District shall maintain the silt pond/basin such that the silt pond/basin does not become a nuisance or hazard to the community.
 - a. If at any time City determines that the silt pond/basin is a hazard or a nuisance, City will send a notice to the District with a recommendation to either (i) remedy said hazard or nuisance or (ii) remove the silt pond/basin. District shall comply with City's recommended action in the notice letter. If after thirty (30) days District does not comply with City's recommended action as provided in the notice letter, at City's discretion, City may fix the nuisance or hazard (up to and including silt

pond/basin removal) and District shall be responsible for any and all costs of said remedy or removal.

4. Basin closure or removal may be a general obligation of the District.

M. Post-Construction Stormwater Management. One hundred percent (100%) of the Entire Cost of all post-construction stormwater management features and related appurtenances may be a general obligation of the District, provided:

1. Land acquisition for the construction of permanent post-construction stormwater management features may be a general obligation of the District. The District shall own and maintain these properties in accordance with the provisions of this Agreement. All necessary easements to the City and the District shall be granted at the time of platting. The District may expend up to 20% soft costs to consummate the transaction. The District intends to acquire Outlots “A” and “E”, which contains the stormwater drainage improvements and the permanent post-construction stormwater management features from the Subdivider. The District may acquire Outlots “A” and “E” pursuant to this paragraph, provided that the cost of acquisition shall be based on Subdivider’s proportionate cost for the acquisition of the Development Area.
2. Construction of post-construction stormwater management features or “BMPs” (Best Management Practices) may be a general obligation of the District, provided they are in conformance with the “Omaha Regional Stormwater Design Manual” and are able to be publicly maintained.
3. Maintenance of post-construction stormwater management features may be paid from the operating fund of the District, provided the maintenance activities are required to maintain the water quality benefits as designed. Routine mowing, landscaping, screening or other amenities that do not contribute to water quality shall be paid for by the Subdivider and maintained by the Association.
4. Closure or removal of post-construction stormwater management features may be a general obligation of the District.
5. Streets, sewers and sidewalks adjacent to land acquired for post-construction stormwater management features shall be specially assessed or paid for privately.

- N. Civil Defense Siren and Storm Warning System. If civil defense and storm warning coverage for the entire Development Area is not already available, such sirens shall be installed prior to the issuance of any occupancy permit for any structure built in the Development Area. The number, type and specifications of said defense sirens shall be determined by the City in conjunction with the Director of the Sarpy County Civil Defense Agency. One hundred percent (100%) of the Cost for said civil defense sirens shall be borne by general obligation of the District or privately financed by the Subdivider. If existing coverage is available, District shall pay one hundred percent (100%) of its pro-rata share of the siren Cost based on the areas of coverage as determined by the City.
- O. Any charges not specifically approved for general obligation in Paragraphs A through N of this Section shall be specially assessed.
- P. Subdivider and District covenant that there shall be no other general obligation without the prior written approval of City.

SECTION VII GREEN SPACE AND PARKS

Any park improvements made by the District must be approved by the City prior to construction. A preliminary park plan was not required. The Association will maintain all parks and green space until annexation of the subdivision by the City.

SECTION VIII TRAIL MAINTENANCE

The eight (8) foot wide trails as depicted on Exhibit “G” shall be maintained by the District. Such maintenance shall include, but is not limited to, snow removal, repair and replacement of damaged or deteriorated concrete, and correction of trip hazards. Maintenance of the trail shall transfer to the City upon the City’s annexation of District.

SECTION IX DISTRICT TO CONNECT SANITARY SEWERS TO CITY SYSTEM

- A. Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the District to connect its sewer system to the sewer system of the City for a period not to exceed twenty-five (25) years, in such manner and at such place or places designated on plans submitted by the District and approved by the City.

- B. Upon the completion of any sanitary outfall sewer, if any, built by and within the District, the District shall control, maintain and operate the sanitary outfall sewer.
- C. Without prior written approval by the City, the District shall not permit any sewer lines outside the presently described boundaries to be connected to the sewer or sewer lines of the District, any sewer from the District's boundaries to the sewers of the City, any outfall sewer of the City, or any sewer infrastructure of the Sarpy County and Cities Wastewater Agency. The City shall have exclusive control over connections to its sewers whether inside or outside the District's boundaries. The District shall not collect charges for such connections.
- D. At all times, all sewage from and through said District into the City sewer system shall be in conformity with the ordinances, regulations, and conditions applicable to sewers and sewage within the City as now existing and as from time to time may be amended.
- E. Before any connection from any premises to the sewer system of the District may be made, a permit shall be obtained for said premises and its connection from the proper department of the City, which permit shall be obtainable on the same terms, conditions, and requirements of the City and for the same permit fee of the City applicable from time to time to permit property outside the City to connect to the sewer system of the City; it being expressly understood that the City reserves the right to collect all connection charges and fees as required by City ordinances or rules now or hereafter in force; all such connections shall comply with minimum standards prescribed by the City. The tap permit fee for connections made outside city limits shall be one and one-half (1 ½) times the inside city limits tap fee.
- F. Notwithstanding any other provisions of this Agreement, City retains the right to disconnect the sewer of any industry, or other sewer user within the Development Area, which is discharging into the sewer system in violation of any applicable ordinance, statute, rule or regulation.
- G. City, Subdivider and District have entered into a Sewer Agreement, a copy of which is attached hereto as Exhibit "L."

SECTION X

DISTRICT TO CONNECT WATER SYSTEM TO CITY SYSTEM

- A. Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the District to connect its water system to the water system of the City for a period not to exceed twenty-five (25) years, in such

manner and at such place or places designated on plans submitted by the District and approved by the City.

- B. Upon the completion of any interior water mains, if any, built by and within the District, the District shall control, maintain and operate the facility. City shall control, maintain and operate the external water main along 132nd Street and Platteview Road.
- C. Without prior written approval by the City, the District shall not permit any water lines outside the presently described boundaries to be connected to the water lines of the District, any water from the District's boundaries to the water mains of the City, any outfall water of the City, or any water treatment plant of the City. The City shall have exclusive control over connections to its water mains whether inside or outside the District's boundaries. The District shall not collect charges for such connections.
- D. At all times, all water from and through said District into the City water system shall be in conformity with the ordinances, regulations, and conditions applicable to water within the City as now existing and as from time to time may be amended.
- E. Before any connection from any premises to the water system of the District may be made, a permit shall be obtained for said premises and its connection from the proper department of the City, which permit shall be obtainable on the same terms, conditions, and requirements of the City and for the same permit fee of the City applicable from time to time to permit property outside the City to connect to the water system of the City; it being expressly understood that the City reserves the right to collect all connection charges and fees as required by City ordinances or rules now or hereafter in force; all such connections shall comply with minimum standards prescribed by the City. The tap permit fee for connections made outside city limits shall be one and one-half (1 ½) times the inside city limits tap fee.
- F. Notwithstanding any other provisions of this Agreement, City retains the right to disconnect the water of any industry, or other water user within the Development Area, which is discharging into the water system in violation of any applicable ordinance, statute, rule or regulation.
- G. City, Subdivider and District have entered into a Water Supply Agreement, a copy of which is attached hereto as Exhibit "M."

SECTION XI
DISTRICT TO CONNECT TO CITY STORMWATER SYSTEM

- A. Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the District to connect its stormwater system to the stormwater system of the City for a period not to exceed twenty-five (25) years, in such manner and at such place or places designated on plans submitted by the District and approved by the City.
- B. Upon the completion of any stormwater system, if any, built by and within the District, the District shall control, maintain and operate the facility.
- C. Without prior written approval by the City, the District shall not permit any stormwater lines outside the presently described boundaries to be connected to the stormwater system of the District, any stormwater from the District's boundaries to the stormwater system of the City, any stormwater system of the City, or any stormwater treatment plant of the City. The City shall have exclusive control over connections to its stormwater system whether inside or outside the District's boundaries. The District shall not collect charges for such connections.
- D. At all times, all stormwater from and through said District into the City stormwater system shall be in conformity with the ordinances, regulations, and conditions applicable to stormwater within the City as now existing and as from time to time may be amended.
- E. Before any connection from any premises to the stormwater system of the District may be made, the District shall obtain permission from the City.
- F. Notwithstanding any other provisions of this Agreement, City retains the right to disconnect the stormwater system of any industry, or other stormwater user within the Development Area, which is discharging into the stormwater system in violation of any applicable ordinance, statute, rule or regulation.
- G. The District will maintain the detention ponds.

SECTION XII
WATER CONNECTION FEES

- A. Water Connection Fees shall be paid in accordance with the City's Master Fee Schedule. Connection Fees shall be paid as follows:

1. One-half of the Water Connection Fees for Lots 1-133 in the amount of \$89,760.00 shall be paid to City by Subdivider or District in full prior to the Mayor signing the approved Final Plat.
 2. One-Half of the Water Connection Fees as provided for in the Springfield Master Fee Schedule shall be paid by each lot owner prior to the issuance of a building permit applicable to such lot. Subdivider shall notify all purchasers of Lots 1-133 of this requirement prior to purchase.
 3. 100% of Water Connection Fees for Outlots A-L (7.06 acres) in the amount of \$3,530.00 shall be paid to City by Subdivider or District in full prior to the Mayor signing the approved Final Plat.
- B. In the event the Subdivider shall plat additional lots which will be in the District which it wishes to connect to the City water system, this Agreement shall be amended by the parties to provide payment of the current fee for the additional lots before any water permits are issued by the City.

SECTION XIII SEWER CONNECTION FEES

- A. Sewer Connection Fees shall be paid in accordance with the Sarpy County and Cities Wastewater Agency's (hereinafter referred to as "Agency") Rates/Fees Schedule. Such Sewer Connection Fees shall be collected by the City and remitted to the Agency in accordance with the Agency Rates / Fees Schedule. Connection Fees shall be paid as follows:
1. One-Half of the Sewer Connection Fees in the amount of \$666,295.89 shall be paid to City by Subdivider or District in full prior to the Mayor signing the approved Final Plat.
 2. One-Half of the Sewer Connection Fees as provided for in the Springfield Master Fee Schedule shall be paid by each lot owner based on lot size prior to the issuance of a building permit applicable to such lot. Subdivider shall notify all purchasers of Lots 1-133 of this requirement prior to purchase.
- B. In the event the Subdivider shall plat additional lots which will be in the District which it wishes to connect to the City sewer system, this Agreement shall be amended by the parties to provide payment of the current fee for the additional lots before any sewer permits are issued by the City.

SECTION XIV SOUTHERN SARPY WATERSHED FEES

Southern Sarpy Watershed Fees shall be paid in accordance with the City's Master Fee Schedule and as agreed to by the Southern Sarpy Watershed Partnership by each lot owner prior to the issuance of a building permit applicable to such lot. Subdivider shall notify all purchasers of Lots 1-133 of this requirement prior to purchase.

SECTION XV ARTERIAL STREET IMPROVEMENT PROGRAM FEES

Arterial Street Improvement Program Fees shall be paid in accordance with the City's Master Fee Schedule by each lot owner prior to the issuance of a building permit applicable to such lot. Subdivider shall notify all purchasers of Lots 1-133 of this requirement prior to purchase.

SECTION XVI BUILDABLE LOTS

Lots 2 thru 30, inclusive, and Lots 43 thru 133, inclusive shall each be improved with one (1) single-family dwelling. Lots 31 thru 42, inclusive shall be improved with fourplexes. Lot 1 shall be improved for commercial uses.

SECTION XVII PROHIBITION ON RESIDUAL LOTS AND ADMINISTRATIVE PLATTING

No lot shall be retained for use as yard area, open space, or greenspace. No administrative plats for lot line adjustments, lot consolidations, or lot splits shall be considered under the City's subdivision regulations.

SECTION XVIII OBLIGATION TO BUILD

One (1) single-family dwelling shall be fully constructed on each Lot 43 thru 133, inclusive, and completed so as to be ready for lawful occupancy within ten (10) years after conveyance of the lot from the Subdivider to the purchaser. One (1) fourplex shall be fully constructed on each Lot 31 thru 42 and completed so as to be ready for lawful occupancy within ten (10) years of the effective date of this agreement. In the event of a failure to comply with this requirement, the District shall have the authority to enforce this provision, including, but not limited to, the right to pursue injunctive relief and/or other remedies available by law.

SECTION XIX OUTLOTS

- A. Subdivider shall be responsible for maintaining Outlots A-L, as shown on the Final Plat (Exhibit "A"), and any future outlots within the Property Benefited, including, but not limited to, mowing, trimming and removal of trash, unless and until ownership of said outlots is transferred to either the District or Association for maintenance. Ownership of Outlots A-L and all easement rights owned by Subdivider or District within the Development Area, shall be transferred to the Association prior to annexation by City. City shall not have any maintenance responsibilities for outlots (1) that are not owned by the City or (2) upon City's annexation of the District. The covenants of the Association shall include provisions requiring the collection of dues from properties within the Development Area to fund the maintenance of such outlots upon annexation by the City.
- B. No buildings, structures or improvements of any type shall be constructed on any outlots within the Property Benefited, with the exception of roads, fiber, power, water and sewer lines, and related facilities and improvements, all of which may be constructed within Outlots with the exception of the intended uses as identified on the final plat or in the easement documents for each Outlot.
- C. Subdivider agrees that, at least thirty (30) days prior to the closing on the sale, donation or other transfer of any outlot, it will provide City with notice of such intended transfer and a copy of the written notice Subdivider provided to the transferee stating that no buildings, structures or improvements of any type can or shall be constructed on said outlot.
- D. Subdivider shall pay all property taxes due for any outlot(s) owned by Subdivider, District shall pay all property taxes due for any outlot(s) owned by District, and Association shall pay all property taxes due for any outlot(s) owned by Association, in a timely manner to prevent said outlot from being offered at the Sarpy County tax sale.

SECTION XX SIGNS

Installation of entrance signs or related fixtures and any median landscaping and related fixtures shall be paid for by the Subdivider or District. Plans for such proposed improvements that are to be located in public right-of-way and a proposed maintenance agreement for the improvements must be submitted to the City for review and approval prior to the issuance of a building permit and installation of improvements.

SECTION XXI LANDSCAPING & PERIMETER FENCING

Subdivider has provided the City with a landscaping plan that is attached hereto as Exhibit "H." A 15-foot landscape easement located along 132nd Street and Platteview Road shall be recorded which requires the easement area and the landscaping installed therein to be maintained by the Subdivider and District and subsequently by the Association upon annexation by the City. Said landscaping shall be installed within six (6) months of the first building permit being issued for the Development Area. No buildings or accessory structures shall be permitted to be constructed or maintained within the landscape easement area. Approved fencing is permitted within the landscape easement. Required landscaping within the easement area may consist of trees, turf grass, native grass, shrubs or perennials. At least one tree per lot with a minimum average spacing of one (1) tree every forty (40) feet is required. Allowable tree types shall be specified in the landscape plan to create uniformity along the perimeters of the Subdivision. Subdivider and District shall maintain the landscaping and replace any dead or dying trees and will mulch in areas that require mulch. Upon annexation by the City, Association shall then enforce said landscape easement through the restrictive covenants.

Perimeter fencing has been selected by the Subdivider and shall be uniformly constructed on all of the perimeter lots as viewed from the public rights-of-way located outside of the subdivision, as shown on attached Exhibit "N." Notwithstanding the forgoing, a perimeter fence shall not be required on any perimeter lot or lots within the Subdivision, but if one is installed, it shall be installed using the same materials and design as the fencing materials approved by the Subdivider and provided for in the restrictive covenants.

All landscaping and perimeter fencing requirements shall be included in the covenants and enforced by the Association upon annexation by the City.

SECTION XXII EASEMENTS

Prior to commencement of the construction of improvements, District shall obtain and record all permanent easements with the Sarpy County Register of Deeds Office for all sanitary, water and storm sewer lines and drainageways as determined by City's engineer and/or surveyor. Said easements shall be in form satisfactory to the City's attorney and the City's engineer and/or surveyor. Copies of all easements shall be provided to City immediately after they are recorded.

SECTION XXIII CITY REVIEW FEE

It is mutually agreed that the District shall pay one percent (1%) of the public construction costs, said payment estimated to be \$70,800.00, to the City to facilitate the

review and processing of developments to include engineering, planning, legal and other miscellaneous expenses incurred by the City. The fee may be a general obligation of the District. The fee shall be paid prior to City's signature on the final plat based on the estimated costs shown on the Source and Use of Funds form, Exhibit "K," attached, unless contracts exist for said improvements. If contracts for improvements exist, the fee shall be based on actual contract amounts. Once the projects have been completed and the costs certified by the District's engineer, then the District shall pay any additional monies which are due within thirty (30) days of the engineer's cost certification. The District may receive a refund from the City if the improvement costs, as certified by the District's engineer are less than shown on the Source and Use of Funds form. The District must request a refund from the City with the engineers' certified costs and letter submitted to the City. Such refund shall be paid within thirty (30) days. The fee shall be paid for all District contracts issued for public improvements.

SECTION XXIV CITY ENGINEER

Prior to the commencement of the construction of any improvement contemplated by this Agreement, Subdivider and District shall submit all plans and specifications for such improvement to the City Engineer or designated representative for review and approval. Copies of all subsidiary and/or ancillary agreements with utility companies and others providing service for the public improvements contemplated by this Agreement is signed. "As built" plans shall be filed by District's engineer within sixty (60) days of District's acceptance or work.

SECTION XXV ESTIMATE OF DISTRICT GENERAL OBLIGATIONS

The estimated general obligation of the District is estimated to be \$7,020,000.00, as shown on the Source & Use of Funds, Exhibit "K." The District valuation is estimated to be \$100,890,000, as shown on Exhibit "K," for a debt ratio of 4.96%. The General Obligation of the District shall be incurred only for costs identified as General Obligation eligible costs in this Agreement, and shall not exceed the District engineer's estimate of probable cost of \$7,020,000.00, as shown on Exhibit "K," by more than 10%, except either (i) City or their designee may administratively approve a corresponding increase in the General Obligation of the District, or (ii) by amendment of this Agreement and approval by the Springfield City Council. Any General Obligation costs in excess of the approved amount shall be specially assessed or paid for privately. In no event shall public improvements financed by General Obligation debt be in excess of four percent (4%) of estimated valuation upon full build out.

SECTION XXVI ANNEXATION

- A. City covenants and agrees that should the City, by reason of its annexation of the District, or any area thereof, prior to District's levy of special assessments for the improvements authorized in this Agreement thereby succeed to said District's power to levy special assessments, that City will levy same in accordance with this Agreement.
- B. After written notice from the City to the District of the City's intention to annex all of the territory of the District, the District shall not, until the earlier of (i) final annexation, or (ii) nine (9) months from the District's receipt of written notice of intent of annexation, enter into any contract that is in excess of twenty-thousand dollars (\$20,000) of budgeted expenditures or that exceeds one year in duration, unless and until such contract is first approved by City or their designee. Any such contract that is not first approved by City or their designee shall be voidable by the City after the annexation becomes effective. Notwithstanding anything to the contrary herein, nothing in this paragraph shall be deemed to restrict the District from complying with statutory budgeting requirements or from approving contracts that are in the reasonable judgment of the Board of Trustees necessary to address an emergency situation within the District or to comply with their statutory obligations as Trustees.
- C. All parties covenant and agree that nothing in this Agreement shall be construed so as to oblige the City to annex the Development Area or any part thereof.
- D. The District shall not sue nor fund any lawsuit to prevent any annexation of property within the District by the City except in the event the City annexes only a part of the District, the District does not waive its right to contest a proper division of assets and liabilities.

Post-construction stormwater management maintenance identified as the responsibility of the Association shall continue to be performed and funded by the Association after annexation by the City. Maintenance responsibilities of the District shall become that of the City upon annexation.

SECTION XXVII INCORPORATION OF CITY REGULATIONS INTO DISTRICT CONSTRUCTION CONTRACTS

Subdivider and District covenant and agree that the District created by the Subdivider will abide by and incorporate into all of its construction contracts the provisions

required by the regulations of the City pertaining to construction of public improvements in subdivisions and testing procedures therefor.

SECTION XXVIII LOCAL AND STATE PERMITS

Subdivider and District shall be responsible for securing all local and state permits necessary for construction, and to construct all systems in accordance with existing environmental, health, safety and welfare rules, regulations, and standards as may be in place at the time of construction.

SECTION XXIX NO LEVY ON UNBUILDABLE LOTS

Except as may otherwise be agreed to by City, all of said District's levy of special assessments shall be made in such a manner so as to assure that the entire burden of the levy is borne, on an equitable basis, by lots or parcels which are truly building sites. If any lot, parcel or other area within the Development Area is not a building site by reason of insufficient size or dimensions, or by reason of easements or similar burdens, or for any other reason, then no portion of the total amount shall be levied against said unbuildable lot, parcel or other area.

SECTION XXX DISTRICT NOTICE TO CITY PRIOR TO ASSESSMENT

The District shall provide the following information to City at least twenty (20) days prior to the meeting of the Board of Trustees of the District held to propose the levy of special assessments:

- A. A detailed schedule of the proposed special assessment and/or the amount of general obligation costs of any improvement or acquisition.
- B. A plat of the area to be assessed.
- C. A full and detailed statement of the entire cost of each type of improvement, which statement or statements shall separately show:
 - 1. The amount paid to the contractor.
 - 2. A special itemization of all other costs of the project, including, but not limited to, all engineering fees, attorneys' fees, testing expenses, publication costs, financing costs, including, but not limited to, interest on all warrants to date of levy of special assessments, estimated fiscal agent's warrant fees, bond fees and other items shown as "soft costs."

3. A special itemization of all costs of the District not itemized in (1) and (2) above.

4. Certification by District's engineer that the information and schedules provided to City in respect to special assessments are true and correct and that the use of funds and credit of District and proposed levies of special assessments have been made in conformity with the terms of this Subdivision Agreement.

5. Certification by the District's engineer of proposed assessment schedules prior to advertising for any hearing of District to be held for the purpose of equalizing of levying special assessments against property benefited by any improvements constructed by District in compliance with state statutes.

SECTION XXXI TIME FOR DISTRICT TO ACCEPT IMPROVEMENTS AND LEVY SPECIAL ASSESSMENTS

The District agrees that it will not unreasonably delay acceptance of an improvement and that District shall levy special assessments within six (6) months after acceptance of the improvement. In addition to the notice requirement outlined in Section XXX, the District shall also, twenty (20) days prior to the Board of Equalization hearing of the District, give notice in writing to the City that the Board of Equalization will be convened on that date for the consideration of the levying of special assessments and equalization and apportionment of debt.

SECTION XXXII MINIMUM TAX LEVY BY DISTRICT

The District agrees to annually levy a total combined ad valorem property tax of at least 90 cents per \$100 taxable valuation until all construction fund debt and bonds of the District are paid in full. All such construction fund debt and bonds shall be fully repaid within fifteen (15) years of their issuance. In no event shall the District's total levy be less than the total City levy.

SECTION XXXIII ASSOCIATION DUES

The Association shall annually collect dues as necessary to fund and fulfill its responsibilities and obligations under this Agreement and its restrictive covenants, and the obligation to collect such dues shall remain in effect following annexation by the City.

SECTION XXXIV
CONDITIONS FOR FINAL PLAT APPROVAL AND SIGNING

The Final Plat shall not be signed by the City until the following has occurred:

- A. Formation of a Sanitary and Improvement District on the area covered by the Final Plat.
- B. Execution of this Subdivision Agreement by Subdivider and District.
- C. Execution of the Sewer Agreement by Subdivider and District.
- D. Execution of the Water Agreement by Subdivider and District.
- E. Execution of the Road Development Agreement by Subdivider and Sarpy County.
- F. Delivery of a title search of the area shown on the Final Plat to City with the effective date of the search being within ten (10) days prior to filing the Final Plat
- G. Payment of all amounts to be paid to the City pursuant to the terms of the Subdivision Agreement.
- H. Delivery to City of a valid and binding written commitment from a reputable underwriter to purchase or place all of the warrants to be issued by the District as payment for the improvements set forth in this Subdivision Agreement.
- I. Filing of the Articles of Incorporation of the Homeowners Association with the Nebraska Secretary of State and providing proof of filing to the City, a copy of which is attached hereto as Exhibit "P."
- J. Providing a signed copy of the By-Laws of the Homeowners Association to the City, a copy of which is attached hereto as Exhibit "Q."
- K. Providing a signed copy of the Covenants of the Homeowners Association to the City, a copy of which is attached hereto as Exhibit "R."
- L. Providing a Certificate of Good Standing from the Nebraska Secretary of State for Springfield Highlands Homeowners Association, a copy of which is attached hereto as Exhibit "S."

- M. Providing a Certificate of Good Standing from the Nebraska Secretary of State for Springfield Highlands, LLC, a copy of which is attached hereto as Exhibit "T."
- N. Providing a Certificate of Good Standing from the Nebraska Secretary of State for HRC Springfield Highlands, LLC, a copy of which is attached hereto as Exhibit "U."

The City Council may approve the Final Plat for Springfield Highlands subject to the satisfaction of all of the conditions set forth in this Section XXXIV, provided however that the City will not sign the Final Plat until all of such conditions have been fully satisfied.

Subdivider shall file the Final Plat with the Sarpy County Register of Deeds within thirty (30) days after receipt of the signed Final Plat from the City.

**SECTION XXXV
DISTRICT REPRESENTATION REGARDING
OBTAINING THIS AGREEMENT**

The District warrants that it has not employed or retained any company or person, other than a bona fide employee working for the District, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working for the District, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability. The District shall require the same warranty from each contractor with whom it contracts in any way pertaining to its sewage system or water system. The prohibition provided for herein shall not apply to the retention of an attorney or other agent for the purpose of negotiating the provisions of this Agreement where the existence of such agency has been disclosed to the City.

**SECTION XXXVI
NO ASSIGNMENT BY DISTRICT
WITHOUT CONSENT OF CITY**

Subletting, assignment or transfer of all or part of any interest of the District hereunder is prohibited without prior written approval of the City.

**SECTION XXXVII
DISTRICT TO BE BOUND BY CITY ORDINANCES
REGARDING SANITARY AND IMPROVEMENT DISTRICTS**

The District expressly agrees that it is and shall be:

- A. Bound by and to any provisions of any ordinances, rules and regulations hereafter made and adopted by the City applicable to sanitary and improvement districts whose sewers connect directly or indirectly with or into sewers or sewage systems of the City; and,
- B. Bound by any terms and provisions which by ordinance, resolution or rule of the City shall hereafter adopt or provide as being applicable to or required in contracts with sanitary and improvement districts or in order to permit or continue the discharge of any sewage from a sanitary and improvement district to flow into or through any part of the sewer or sewage system of the City.
- C. Bound by and to any provisions of any ordinances, rules and regulations hereafter made and adopted by the City applicable to sanitary and improvement districts whose water system connects directly or indirectly with or into water systems of the City; and,
- D. Bound by any terms and provisions which by ordinance, resolution or rule of the City shall hereafter adopt or provide as being applicable to or required in contracts with sanitary and improvement districts or in order to permit water from the City to flow into or through any part of the water system of the District.

SECTION XXXVIII BINDING UPON SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the Parties, their respective successors and assigns and runs with the land shown on Exhibit "A." The covenants, warranties, and other obligations of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors, and assigns. The Parties agree that a Party's obligation to perform pursuant to this agreement may only be released to the extent said obligation is assumed, by written agreement or by operation of law, by the respective heirs, personal representatives, successors, and assigns.

SECTION XXXIX ENTIRE AGREEMENTS

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the Parties with respect to the subject matter of this Agreement. This Agreement may not be amended, modified, or altered unless by written agreement signed by all Parties to this Agreement.

SECTION XL AMENDMENTS

District shall have the power to enter into all Amendments and bind all lots in the Development Area even after said lots have been sold.

SECTION XLI ACTIONS AUTHORIZED BY SUBDIVIDER AND DISTRICT

Subdivider and Sanitary and Improvement District represent, covenant, and warrant that the making and execution of this Agreement, and all other documents and instruments required hereunder, have been duly authorized by the necessary corporate action of Subdivider and have been duly approved and authorized by the Board of Trustees of District, and are valid, binding, and enforceable obligations of Subdivider and District in accordance with their respective terms.

SECTION XLII NOTICE

Each party agrees to provide the other Parties with as much advance notice as is reasonably possible when this Agreement calls for the approval of a Party before an action can be taken. The Parties agree to cooperate in the undertakings contemplated by this Agreement and shall share and exchange necessary reports and other documents as required and when reasonably requested by other Parties to this Agreement. Any notice required under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, to the addresses as noted below. Any party to this Agreement may change its address for notice specified hereunder by sending written confirmation of such change by certified mail, return receipt requested, to the other Parties to this Agreement. The addresses for the purpose of notice and other communications are as follows:

For Subdivider:

COMMERCIAL DEVELOPER
Springfield Highlands, LLC
Attn: Joseph Gomez
7520 S. 95th Street
La Vista, NE 68128

RESIDENTIAL SUBDIVIDER
HRC Springfield Highlands, LLC
Attn: Justin Knapp and Nick Dolphens
9719 Giles Road
La Vista, NE 68128

For District:

SID 391
c/o Fullenkamp Jobeun Johnson &
Beller, LLP
Attn: Larry A. Jobeun, Esq.
11440 West Center Road, Suite C
Omaha, NE 68144

For Association:

SPRINGFIELD HIGHLANDS Homeowners Association
[Address]
[City, ST Zip]
Attn: [Contact]

For City:

City Clerk, City of Springfield
PO Box 189
170 N. 3rd Street
Springfield, NE 68059

SECTION XLIII NON-DISCRIMINATION

In the performance of this Agreement, the District shall not discriminate against any parties on account of race, national origin, sex, age, political or religious affiliations in violation of federal or state laws or local ordinances.

SECTION XLIV GOOD FAITH

Every representation, covenant, warranty, or other obligation within this Agreement shall carry with it an obligation of good faith in its performance or enforcement.

SECTION XLV GOVERNING LAW

The laws of the State of Nebraska shall govern as to the interpretation, validity, and effect of this Agreement.

SECTION XLVI RECORDING OF AGREEMENT WITH REGISTER OF DEEDS

This Agreement shall be recorded at the office of the Register of Deeds of Sarpy County, Nebraska at the expense of the Subdivider.

SECTION XLVII ADMINISTRATION

No separate administrative entity nor joint venture, among the parties, is deemed created by virtue of the Subdivision Agreement. The administration of this Subdivision Agreement shall be through the offices of the undersigned officers for their respective entities.

IN WITNESS WHEREOF, we the executing parties, by our respective duly authorized agents, hereby enter into this Agreement, effective on the day and year first above written.

ATTEST:

CITY OF SPRINGFIELD, NEBRASKA

CITY CLERK

DATE

MAYOR

DATE

ATTEST:

SANITARY AND IMPROVEMENT DISTRICT
NO. 391 OF SARPY COUNTY, NEBRASKA

DATE

CHAIRMAN

DATE

ATTEST:

COMMERCIAL SUBDIVIDER
SPRINGFIELD HIGHLANDS, LLC, a
Nebraska limited liability company,

DATE

Title: _____ DATE

SPRINGFIELD HIGHLANDS, a

RESIDENTIAL SUBDIVIDER
SPRINGFIELD HIGHLANDS, LLC, HRC
Nebraska limited liability company,

DATE

Title: _____ DATE

ATTEST:

SPRINGFIELD HIGHLANDS
HOMEOWNERS ASSOCIATION, INC.

DATE

PRESIDENT

DATE

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

WITNESS my hand and Notarial Seal the day and year last above written.

ACKNOWLEDGMENT OF NOTARY:

[illegible]

WITNESS my hand and Notarial Seal the day and year last above written.

NOTARY PUBLIC (SEAL)

ACKNOWLEDGMENT OF NOTARY:

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this _____ day of _____, 2026, before me, a Notary Public, duly commissioned and qualified in and for said County and State, personally appeared _____, personally known by me to be the _____ of Springfield Highlands, LLC, a Nebraska limited liability company, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of said limited liability company.

WITNESS my hand and Notarial Seal the day and year last above written.

NOTARY PUBLIC (SEAL)

ACKNOWLEDGMENT OF NOTARY:

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this _____ day of _____, 2026, before me, a Notary Public, duly commissioned and qualified in and for said County and State, personally appeared _____, personally known by me to be the _____ of HRC Springfield Highlands, LLC, a Nebraska limited liability company, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of said limited liability company.

WITNESS my hand and Notarial Seal the day and year last above written.

NOTARY PUBLIC (SEAL)

[illegible]

WITNESS my hand and Notarial Seal the day and year last above written.

(SEAL)

SUBDIVISION AGREEMENT EXHIBITS

EXHIBIT A	FINAL PLAT
EXHIBIT A-1	REVISED PRELIMINARY PLAT
EXHIBIT B	PAVING PLAN
EXHIBIT B-1	GENERAL OBLIGATION PAVING PLAN
EXHIBIT C	SANITARY SEWER PLAN
EXHIBIT C-1	SANITARY SEWER CALCULATIONS
EXHIBIT D	GRADING & EROSION CONTROL
EXHIBIT E	STORM SEWER PLAN
EXHIBIT F	WATER SYSTEM PLAN
EXHIBIT G	SIDEWALK / TRAIL PLAN
EXHIBIT H	LANDSCAPE PLAN
EXHIBIT I	POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN
EXHIBIT J	POST-CONSTRUCTION STORMWATER MANAGEMENT MAINTENANCE PLAN
EXHIBIT K	SOURCE & USE OF FUNDS
EXHIBIT L	SEWER AGREEMENT
EXHIBIT M	WATER SUPPLY AGREEMENT
EXHIBIT N	PERIMETER FENCING
EXHIBIT O	TRAFFIC STUDY
EXHIBIT P	SPRINGFIELD HIGHLANDS HOMEOWNERS ASSOCIATION ARTICLES OF INCORPORATION
EXHIBIT Q	SPRINGFIELD HIGHLANDS HOMEOWNERS ASSOCIATION BY-LAWS
EXHIBIT R	SPRINGFIELD HIGHLANDS HOMEOWNERS ASSOCIATION COVENANTS
EXHIBIT S	CERTIFICATE OF GOOD STANDING FROM THE NEBRASKA SECRETARY OF STATE FOR SPRINGFIELD HIGHLANDS HOMEOWNERS ASSOCIATION
EXHIBIT T	CERTIFICATE OF GOOD STANDING FROM THE NEBRASKA SECRETARY OF STATE FOR SPRINGFIELD HIGHLANDS, LLC
EXHIBIT U	CERTIFICATE OF GOOD STANDING FROM THE NEBRASKA SECRETARY OF STATE FOR HRC SPRINGFIELD HIGHLANDS, LLC

LOTS 1 THROUGH 133, INCLUSIVE, AND OUTLOTS A THROUGH L, INCLUSIVE

PARCEL CURVE INFORMATION				
CURVE #	DELTA	LENGTH	TANGENT	RADIUS
28	12°42'02"	44.33'	22.26'	200.00'
29	6°57'12"	129.53'	64.85'	1067.39'

CENTERLINE CURVE INFORMATION				
CURVE #	DELTA	LENGTH	TANGENT	RADIUS
1	48°48'59"	127.80'	68.07'	1500.00'
2	42°35'34"	111.51'	58.47'	1500.00'
3	21°18'26"	74.38'	37.62'	2000.00'
4	16°58'54"	44.46'	22.39'	1500.00'
5	14°28'33"	37.90'	19.05'	1500.00'
6	20°47'14"	54.42'	27.51'	1500.00'
7	31°42'55"	84.03'	42.61'	1500.00'
8	61°45'53"	161.70'	89.71'	1500.00'
9	17°43'47"	154.72'	77.98'	5000.00'
10	45°11'32"	118.31'	62.43'	1500.00'
11	44°46'45"	117.23'	61.79'	1500.00'
12	45°27'21"	119.00'	62.83'	1500.00'
13	44°48'28"	117.31'	61.84'	1500.00'
14	18°23'48"	48.16'	24.29'	1500.00'

CENTERLINE CURVE INFORMATION				
CURVE #	DELTA	CURVE	TANGENT	RADIUS
15	18°23'53"	48.17'	24.29'	1500.00'
16	7°20'01"	26.24'	13.14'	205.00'
17	7°20'01"	19.20'	9.61'	1500.00'
18	13°56'48"	36.51'	18.35'	1500.00'
19	27°27'46"	239.66'	122.18'	5000.00'
20	43°33'56"	228.11'	119.89'	3000.00'
21	22°46'41"	79.51'	40.29'	2000.00'
22	27°27'46"	239.66'	122.18'	5000.00'
23	13°56'48"	36.51'	18.35'	1500.00'
24	25°35'18"	66.99'	34.06'	1500.00'
25	25°35'18"	133.98'	68.13'	3000.00'
26	12°42'02"	66.50'	33.39'	3000.00'
27	19°27'24"	169.79'	85.72'	5000.00'

A circular professional seal for a Nebraska Land Surveyor. The outer ring contains the text "NEBRASKA" at the top and "LAND SURVEYOR" at the bottom. Inside this ring, the word "PROFESSIONAL" is written in an arc. The center of the seal features the license number "LS-693" and the name "JON L. CARRELL" in an arc at the bottom.

SPRINGFIELD HIGHLANDS
LOTS 1 THROUGH 133, INCLUSIVE, AND
OUTLOTS A THROUGH L, INCLUSIVE

U.S. SURVEY FOOT

No.	Description	MM-DD-YY
0000	0000	0000
0000	0000	0000
0000	0000	0000
0000	0000	0000

SHEET 1 OF 1

SARPY COUNTY SURVEYOR/ENGINEER

23

2.83'

22

DETAIL "A"

NOT TO SCALE

DETAIL "B"

NOT TO SCALE

PART OF THE SE 1/4 OF SECTION 13-13-11



NOTES

1. DIMENSIONS IN PARENTHESIS PERTAIN TO EASEMENTS.
2. CHAMFER ANGLES ARE 135°00'00" UNLESS NOTED.
3. ANGLES ARE 90°00'00" UNLESS NOTED.
4. THERE WILL BE NO DIRECT VEHICULAR ACCESS ONTO PLATTEAU ROAD FROM THE NORTH LINE OF LOT 1 AND OUTLOT B.
5. THERE WILL BE NO DIRECT VEHICULAR ACCESS OFF OF 132ND STREET FROM THE EAST LINE OF LOT 1 AND OUTLOT A.
6. VALLEY DRIVE ACCESS TO S 132ND STREET MAY BECOME RIGHT-IN-RIGHT-OUT AT THE TIME THAT S 132D STREET IS WIDENED TO FOUR LANES WITH A MEDIAN.
7. N 10TH AVENUE ACCESS TO PLATTEAU ROAD MAY BECOME RIGHT-IN-RIGHT-OUT AT THE TIME THAT S 132ND STREET IS WIDENED TO FOUR LANES WITH A MEDIAN.

APPROVAL OF THE SPRINGFIELD CITY COUNCIL
THIS PLAT OF **SPRINGFIELD HIGHLANDS** WAS APPROVED BY THE CITY
COUNCIL OF SPRINGFIELD, NEBRASKA THIS _____ DAY OF
_____, 2026.

ATTEST: CITY CLERK, KATHLEEN GOTTSCH

MAYOR, ROBERT ROSELAND
APPROVAL OF THE SPRINGFIELD CITY ENGINEER
 THIS PLAT OF SPRINGFIELD HIGHLANDS WAS APPROVED BY THE SPRINGFIELD
 CITY ENGINEER THIS DAY OF , 2026.

SARPY COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL
TAXES DUE OR DELINQUENT AGAINST THE PROPERTY
DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBODIED
WITHIN THIS PLAT AS SHOWN ON THE RECORDS OF THE
OFFICE THIS _____ DAY OF _____, 2026.

SARPY COUNTY TREASURER

ACKNOWLEDGEMENT OF NOTARY
STATE OF NEBRASKA)

THE FOREGOING MORTGAGE HOLDERS CERTIFICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2026 BY BRETT MICHAEL, BRETT MICHAEL, SENIOR VICE PRESIDENT OF COMMERCIAL LENDING OF FIRST WESTROADS BANK ON BEHALF OF SAID BANK.

NOTARY PUBLIC

PERPETUAL EASEMENTS SHALL BE GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA, AND ANY NATURAL GAS PROVIDER, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE-FOOT-WIDE STRIP OF LAND ABUTTING ALL STREET FRONTAGES OF ALL LOTS.

NO PERMANENT BUILDINGS, TREES, RETAINING WALLS OR LOOSE ROCK WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS THEREIN GRANTED.

SPRINGFILED HIGHLANDS, LLC.,
A NEBRASKA LIMITED LIABILITY COMPANY

BY: JOSEPH GOMEZ, MANAGER

ACKNOWLEDGEMENT OF NOTARY
STATE OF NEBRASKA)
COUNTY OF _____)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2026 BY JOSEPH GOMEZ, MEMBER OF SPRINGFILED HIGHLANDS, LLC., A NEBRASKA LIMITED LIABILITY COMPANY ON BEHALF OF SAID COMPANY.

FIRST WESTROADS BANK

BY: BRETT MICHAEL, SENIOR VICE PRESIDENT
OF COMMERCIAL LENDING

NOTARY PUBLIC

No.	Description	MM-DD-YY
1	1	11
2	2	11
3	3	11
4	4	11
5	5	11
6	6	11
7	7	11
8	8	11
9	9	11
10	10	11
11	11	11
12	12	11
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LOTS 1-133, AND OUTLOTS A-J
SARPY COUNTY, NEBRASKA



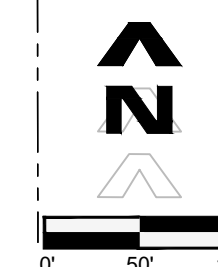
LOTS 1-133, AND OUTLOTS A-J, 132 PLATTEVIEW; BEING A
PLATTING OF THE N 1/2 OF THE NE QUARTER OF SECTION 24,
T13N, R11E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

THOMPSON, DREESSEN & DORNER
10836 OLD MILL ROAD
OMAHA, NEBRASKA 68154
PHONE: 402-330-8860

SPRINGFIELD HIGHLANDS LLC
7520 S 95TH STREET
LA VISTA, NE 68128

1. EXISTING ZONING IS R87. PROPOSED ZONING FOR LOT 1 IS B3. PROPOSED ZONING FOR LOTS 2 TO 18 AND LOTS 43 TO 153 IS R87. PROPOSED ZONING FOR LOTS 31 TO 42 IS R30. PROPOSED ZONING FOR LOTS 19 TO 30 IS R87.
2. EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 2' AND 10' INTERVALS.
3. WATER SHALL BE PROVIDED BY THE CITY OF SPRINGFIELD.
4. GAS SHALL BE PROVIDED BY METROPOLITAN UTILITIES DISTRICT.
5. POWER SHALL BE PROVIDED FROM THE OMAHA PUBLIC POWER DISTRICT.
6. MINIMUM LOT AREA SHALL BE 10,000 SQUARE FEET.
7. PAVEMENT FOR ALL PUBLIC STREETS SHALL BE A MINIMUM OF 25' WIDE, 9-INCH THICK P.C.P., PAVEMENT FRONTING LOT 1. ALL OTHER PAVEMENT SHALL BE 15' WIDE.
8. OUTLOTS A AND E SHALL BE OWNED AND MAINTAINED BY THE SID FOR PERMANENT DETENTION BASINS.
9. OUTLOT D AND F SHALL BE OWNED AND MAINTAINED BY THE HOA FOR GREEN SPACE, TRAILS, AND PARK AMENITIES.

	PROPOSED PAVEMENT
	PROPOSED SEWER AND DRAINAGE EASEMENT
	PROJECT LIMITS
	EXISTING WATER LINE EASEMENT



LOTS 1-133, AND OUTLOTS A-J
SARPY COUNTY, NEBRASKA



LEGAL DESCRIPTION

LOTS 1-133, AND OUTLOTS A-J, 132 PLATTEVIEW; BEING A
PLATTING OF THE N 1/2 OF THE NE QUARTER OF SECTION 24
T13N, R11E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

ENGINEER

THOMPSON, DREESSEN & DORNER
10836 OLD MILL ROAD
OMAHA, NEBRASKA 68154
PHONE: 402-330-8860

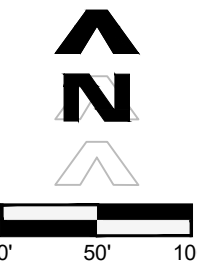
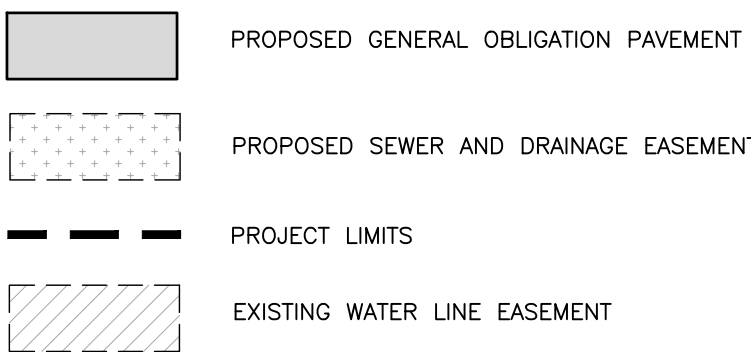
APPLICANT

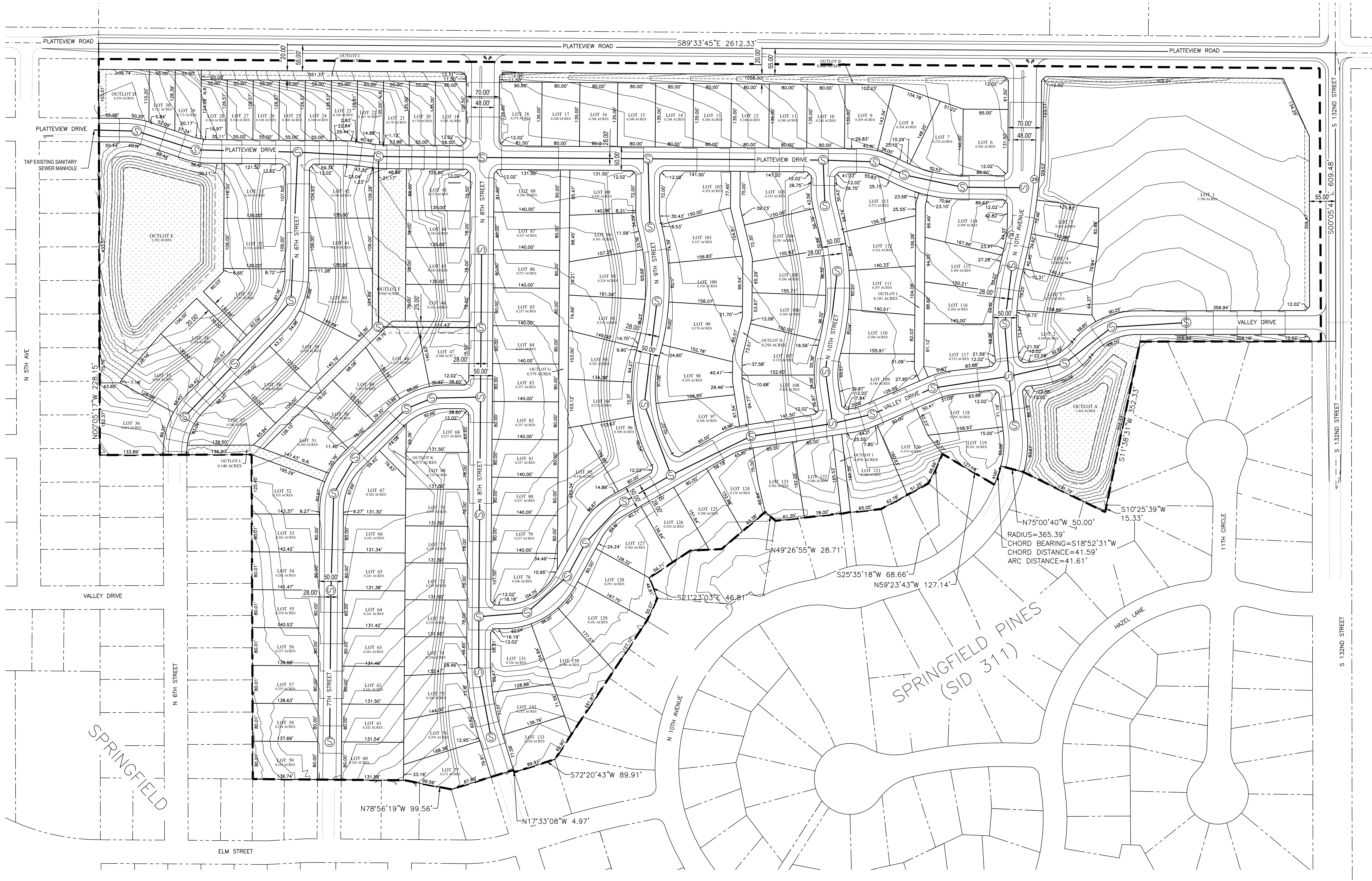
SPRINGFIELD HIGHLANDS LLC
7520 S 95TH STREET
LA VISTA, NE 68128

NOTES

1. EXISTING ZONING IS R87. PROPOSED ZONING FOR LOT 1 IS B3.
2. PROPOSED ZONING FOR LOTS 2 TO 18 AND LOTS 43 TO 153 IS R87.
3. PROPOSED ZONING FOR LOTS 19 TO 31 TO 42 IS R50. PROPOSED ZONING FOR LOTS 19 TO 31 IS R50.
4. EXISTING AND PROPOSED CONDITIONS ARE SHOWN AT 2' AND 10' INTERVALS.
5. WATER SHALL BE PROVIDED BY THE CITY OF SPRINGFIELD.
6. GAS SHALL BE PROVIDED BY METROPOLITAN UTILITIES DISTRICT.
7. SEWER SHALL BE PROVIDED BY METROPOLITAN UTILITIES DISTRICT.
8. TYPICAL UTILITY SETBACKS WILL BE DEDICATED WITH THE FINAL PLAT.
9. PAVEMENT FOR ALL PUBLIC STREETS SHALL BE A MINIMUM OF 25' WIDE, 9-INCH THICK P.C.C. PAVEMENT FRONTING LOT 1. ALL OTHER PAVEMENT SHALL BE 15' WIDE, 9-INCH THICK P.C.C. PAVEMENT.
10. OUTLOTS A AND E SHALL BE OWNED AND MAINTAINED BY THE SID FOR PERMANENT DETENTION BASINS.
11. OUTLOTS D AND F SHALL BE OWNED AND MAINTAINED BY THE HOA FOR GREEN SPACE, TRAILS, AND PARK AMENITIES.

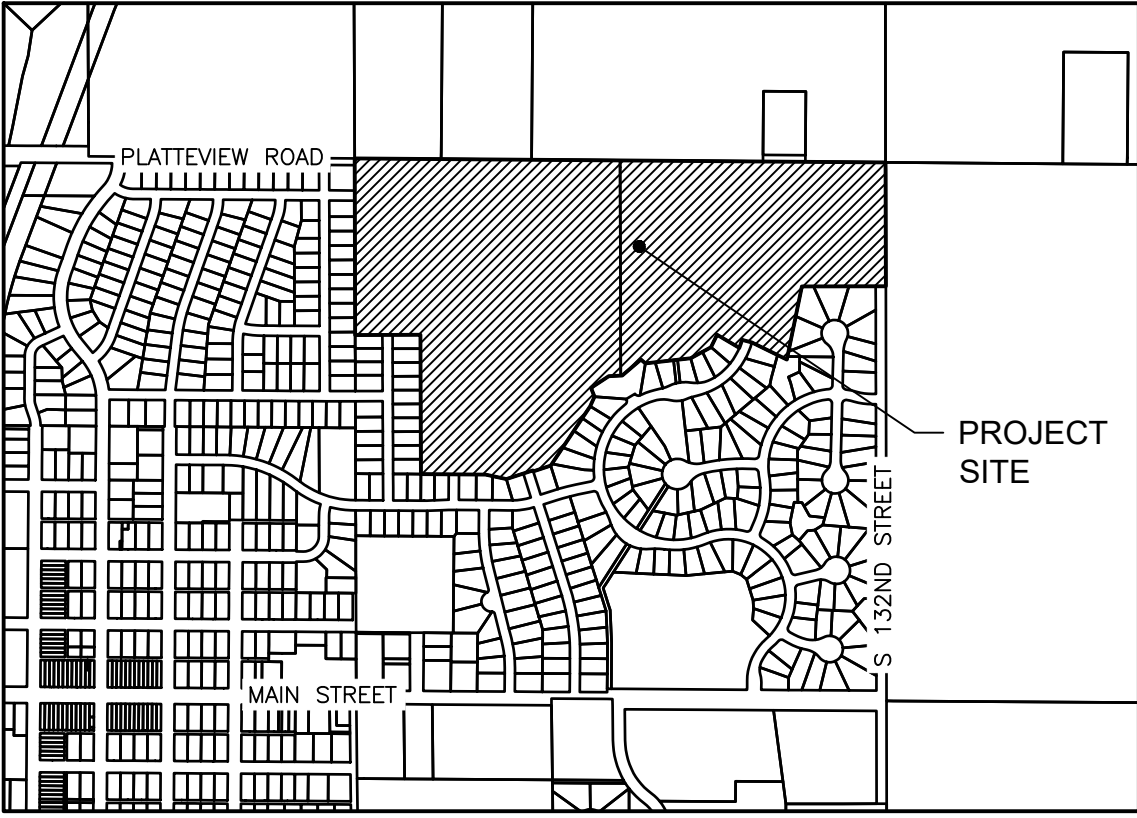
LEGEND





SPRINGFIELD HIGHLANDS

LOTS 1-133, AND OUTLOTS A-J
SARPY COUNTY, NEBRASKA



VICINITY MAP



LEGAL DESCRIPTION

LOTS 1-133, AND OUTLOTS A-J, 132 PLATVIEW: BEING A PLATING OF THE N 1/2 OF THE NE QUARTER OF SECTION 24, T13N, R11E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

ENGINEER

THOMPSON, DREESSEN & DORNER
10836 OLD MILL ROAD
OMAHA, NEBRASKA 68114
PHONE: 402-330-8860

APPLICANT

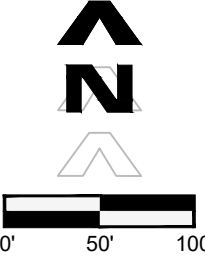
SPRINGFIELD HIGHLANDS LLC
7520 S 36TH STREET
LA VISTA, NE 68128

NOTES

- EXISTING ZONING IS R87. PROPOSED ZONING FOR LOT 1 IS B0. PROPOSED ZONING FOR LOTS 2 TO 18 AND LOTS 43 TO 133 IS R87. PROPOSED ZONING FOR LOTS 19 TO 42 IS R30. PROPOSED ZONING FOR LOTS 19 TO 30 IS R50.
- EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 2' AND 10' INTERVALS.
- WATER SHALL BE PROVIDED BY THE CITY OF SPRINGFIELD.
- GAS SHALL BE PROVIDED BY METROPOLITAN UTILITIES DISTRICT.
- POWER SHALL BE PROVIDED FROM THE OMAHA PUBLIC POWER DISTRICT.
- TYPICAL UTILITY SETBACKS WILL BE DEDICATED WITH THE FINAL PLAN.
- PAVEMENT FOR ALL PUBLIC STREETS SHALL BE A MINIMUM OF 25' WIDE, 8-INCH THICK P.C.C. PAVEMENT FRONTING LOT 1. ALL OTHER PAVEMENT SHALL BE 7-INCH THICK P.C.C.
- OUTLOTS A AND E SHALL BE OWNED AND MAINTAINED BY THE SID FOR PERMANENT DETENTION BASINS.
- OUTLOTS B - D AND F - J SHALL BE OWNED AND MAINTAINED BY THE HOA FOR GREEN SPACE, TRAILS, AND PARK AMENITIES.

LEGEND

- PROPOSED SANITARY SEWER
- PROPOSED SEWER AND DRAINAGE EASEMENT
- PROJECT LIMITS
- EXISTING WATER LINE EASEMENT



thompson, dreessen & dörner, inc.
10836 Old Mill Rd
Omaha, NE 68114
p.402.330.8860 www.td2co.com
dba: TD2 Engineering and Surveying
NE CA-0199

Project Name

Springfield
Highlands

Project Location

South 132nd Street and
Platteview Road

Springfield NE, 68059

Client Name

SPRINGFIELD
HIGHLANDS LLC

Professional Seal

Revision Dates

No.	Description	MM-DD-YY
1	Initial Issue	07-06-26
2	Revised	07-06-26
3	Revised	07-06-26
4	Revised	07-06-26
5	Revised	07-06-26
6	Revised	07-06-26
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200	Revised	07-06-26

Drawn By: SS Reviewed By: BPH
Job No.: 2380-104 Date: 07-06-26

Sanitary Sewer
Plan

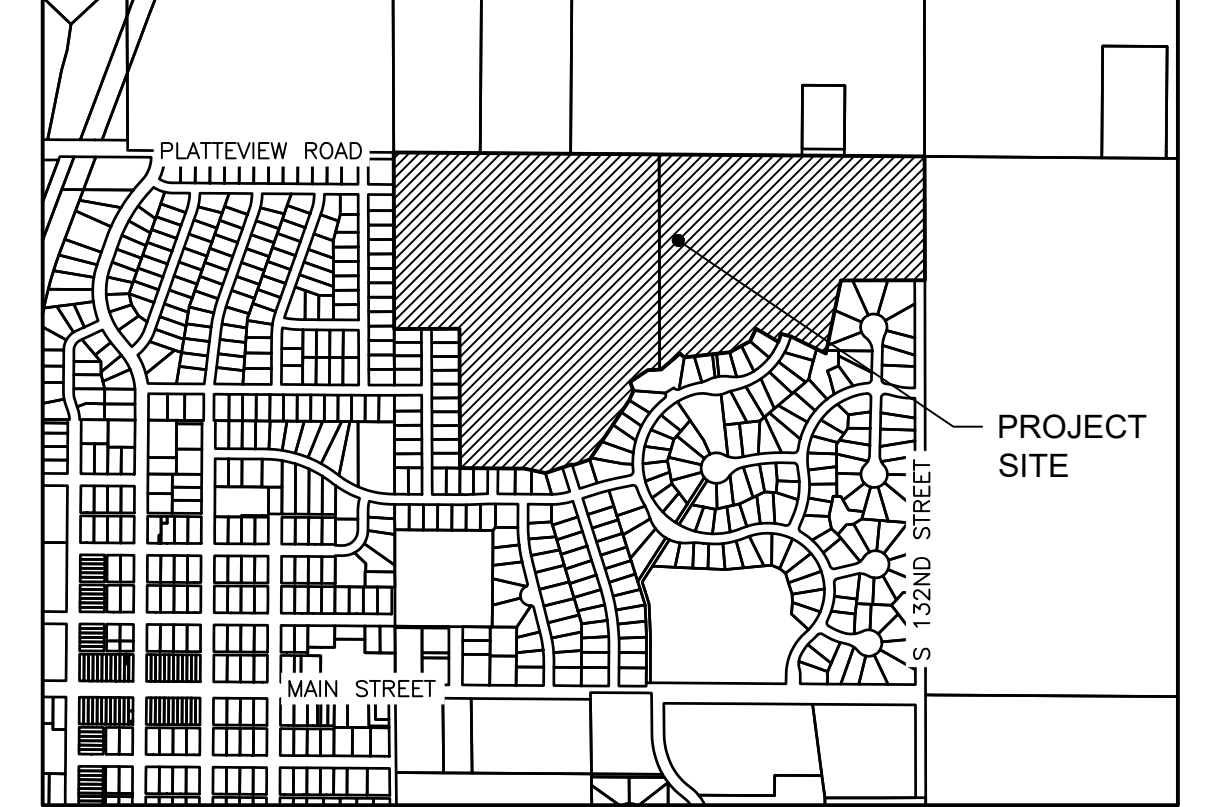
Sheet Number

Exhibit C

No.	Description	MM-DD-YY
1	Initial Design	07-06-26
2	Final Design	07-06-26
3	As-Built	07-06-26
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SPRINGFIELD HIGHLANDS

LOTS 1-133, AND OUTLOTS A-J
SARPY COUNTY, NEBRASKA



VICINITY MAP



LEGAL DESCRIPTION

LOTS 1-133, AND OUTLOTS A-J, 132 PLATVIEW; BEING A
PLATTING OF THE N 1/2 OF THE NE QUARTER OF SECTION 24,
T13N, R11E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

ENGINEER

THOMPSON, DREESSEN & DÖRNER
10836 OLD MILL ROAD
OMAHA, NEBRASKA 68154
PHONE: 402-330-8860

APPLICANT

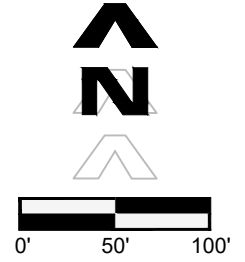
SPRINGFIELD HIGHLANDS LLC
7520 S 95TH STREET
LA VISTA, NE 68128

NOTES

- EXISTING ZONING IS R87. PROPOSED ZONING FOR LOT 1 IS B2. PROPOSED ZONING FOR LOTS 2 TO 18 AND LOTS 43 TO 133 IS R87. PROPOSED ZONING FOR LOTS 31 TO 42 IS R30. PROPOSED ZONING FOR LOTS 19 TO 30 IS R50.
- EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 2' AND 10' INTERVALS.
- WATER SHALL BE PROVIDED BY THE CITY OF SPRINGFIELD.
- GAS SHALL BE PROVIDED BY METROPOLITAN UTILITIES DISTRICT.
- POWER SHALL BE PROVIDED FROM THE OMAHA PUBLIC POWER DISTRICT.
- TYPICAL UTILITY SETBACKS WILL BE DEDICATED WITH THE FINAL PLAT.
- PAVEMENT FOR ALL PUBLIC STREETS SHALL BE A MINIMUM OF 25' WIDE, 9-INCH THICK P.C.C. PAVEMENT FRONTING LOT 1. ALL OTHER PAVEMENT SHALL BE 7-INCH THICK P.C.C.
- OUTLOTS A AND F SHALL BE OWNED AND MAINTAINED BY THE SID FOR PERMANENT DETENTION BASINS.
- OUTLOTS B - D AND F - J SHALL BE OWNED AND MAINTAINED BY THE HOA FOR GREEN SPACE, TRAILS, AND PARK AMENITIES.

LEGEND

- PROPOSED SANITARY SEWER
- PROPOSED SEWER AND DRAINAGE EASEMENT
- PROJECT LIMITS
- EXISTING WATER LINE EASEMENT



Project Name: 2380-104
OPW Project #: SS
Prepared by: SS
Date: 3/4/26

Assumed d/D = 0.8

Gravity Sanitary Sewer Design Form																																		
			Quantity of Wastewater Calculations																Gravity Sewer Calculations														Comments	
			Residential			Nonresidential			Industrial				Pop. Served		I/I				Design Flow															
TriB Area	From	To	No. of D.U.	Density (per D.U.)	Eq. Pop	Unit Flow Rate (gpd)	Area	Density	Eq. Pop	Unit Flow Rate (gpd)	Unit Flow Rate (gpd)	ADWF Point of Study (gpd)	ADWF SUM (gpd)	Point of Study	SUM	Unit Flow Rate (gpd)	I/I (gpd)	AWWF (gpd)	PF	PWWF (gpd)	PWWF (cfs)	Pipe Slope S (ft/ft)	Pipe Length L (ft)	Manning's n	Pipe Dia. D (in)	Flow Area A (ft²)	Hyd Radius R (ft)	Full Pipe Capacity Q (cfs)	Full Pipe Velocity V (ft/s)	PWWF Velocity (ft/s)	Enough Capacity ?	Enough Velocity ?		
(1)							5.8	27.78	160	30		4,800	4,800	160	160	17	2,720	7,521	3.40	25,554	0.040	0.0050	405	0.013	8	0.30	0.20	0.84	2.79	2.5	YES	YES		
			87	2.47	215	83						17,836	22,636	215	375	17	6,373	29,010	3.21	93,209	0.144	0.0050	4479	0.013	8	0.30	0.20	0.84	2.79	2.5	YES	YES		
			21	2.47	52	83						4,305	4,305	52	52	17	882	5,187	3.64	18,894	0.029	0.0050	1160	0.013	8	0.30	0.20	0.84	2.79	2.5	YES	YES		
			6	2.47	15	83						1,230	28,172	15	442	17	7,507	35,679	3.18	113,368	0.175	0.0050	390	0.013	8	0.30	0.20	0.84	2.79	2.5	YES	YES		
			48	2.47	119	83						9,840	9,840	119	119	17	2,016	11,856	3.46	41,058	0.064	0.0050	640	0.013	8	0.30	0.20	0.84	2.79	2.5	YES	YES		
			6	2.47	15	83						1,230	39,242	15	575	17	9,775	49,017	3.12	152,940	0.237	0.0050	440	0.013	8	0.30	0.20	0.84	2.79	2.5	YES	YES		

No.	Description	MM-DD-YY
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SPRINGFIELD HIGHLANDS

LOTS 1-133, AND OUTLOTS A-J
SARPY COUNTY, NEBRASKA



VICINITY MAP



LEGAL DESCRIPTION

LOTS 1-133, AND OUTLOTS A-J, 132 PLATVIEW: BEING A PLATTING OF THE N 1/2 OF THE NE QUARTER OF SECTION 24, T13N, R11E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

ENGINEER

THOMPSON, DREESSEN & DÖRNER
10836 OLD MILL ROAD
OMAHA, NEBRASKA 68154
PHONE: 402-330-8860

APPLICANT

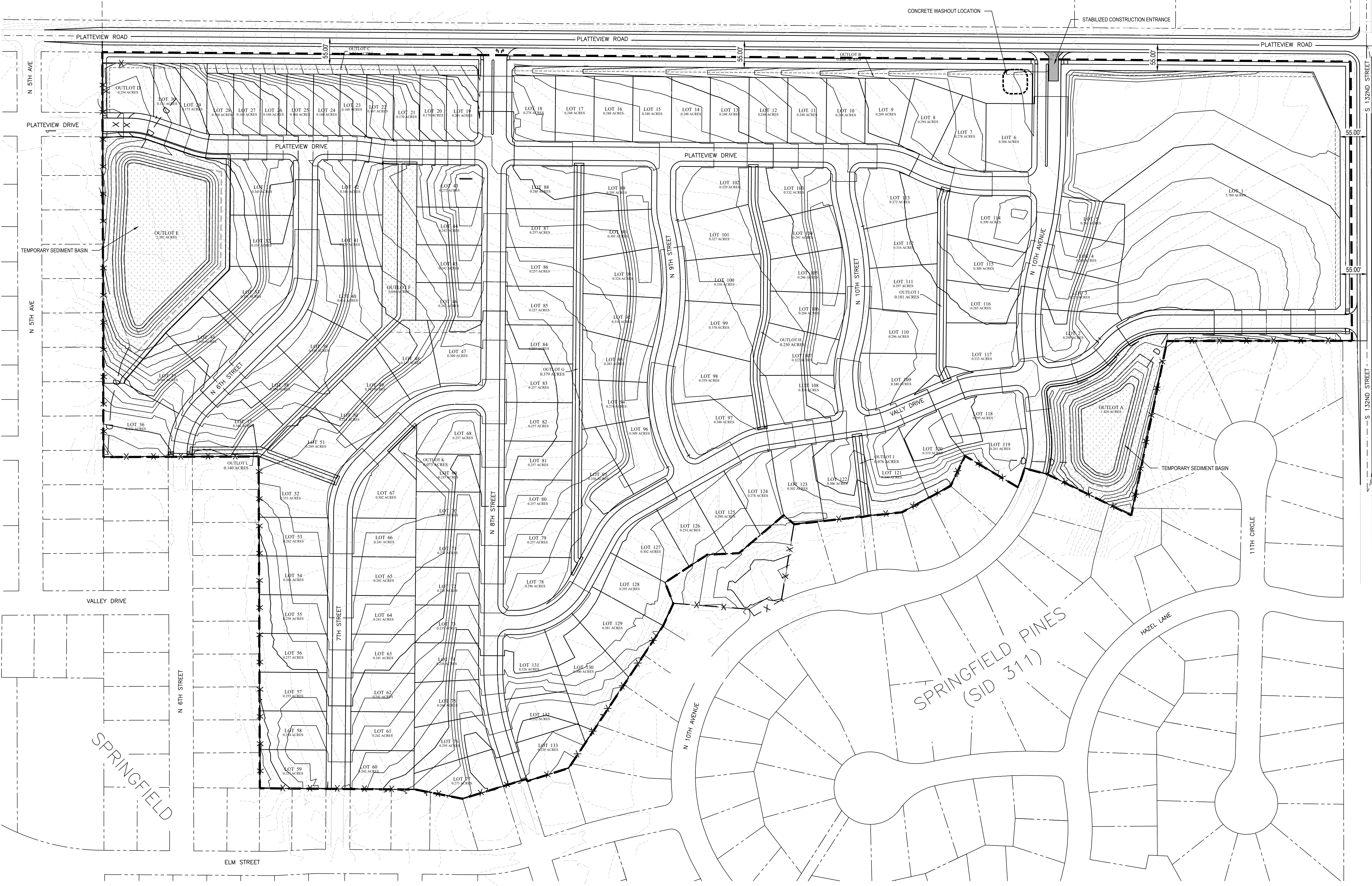
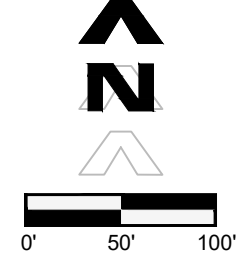
SPRINGFIELD HIGHLANDS LLC
7520 S 95TH STREET
LA VISTA, NE 68128

NOTES

- EXISTING ZONING IS R87. PROPOSED ZONING FOR LOT 1 IS BG. PROPOSED ZONING FOR LOTS 2 TO 18 AND LOTS 43 TO 133 IS R87. PROPOSED ZONING FOR LOTS 31 TO 42 IS R30. PROPOSED ZONING FOR LOTS 19 TO 30 IS R50.
- EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 2' AND 10' INTERVALS.
- WATER SHALL BE PROVIDED BY THE CITY OF SPRINGFIELD.
- GAS SHALL BE PROVIDED BY METROPOLITAN UTILITIES DISTRICT.
- POWER SHALL BE PROVIDED FROM THE OMAHA PUBLIC POWER DISTRICT.
- TYPICAL UTILITY SETBACKS WILL BE DEDICATED WITH THE FINAL PLAT.
- PAVEMENT FOR ALL PUBLIC STREETS SHALL BE A MINIMUM OF 25' WIDE, 8-INCH THICK P.C.C. PAVEMENT FRONTING LOT 1. ALL OTHER PAVEMENT SHALL BE 7-INCH THICK P.C.C.
- OUTLOTS A AND E SHALL BE OWNED AND MAINTAINED BY THE SID FOR PERMANENT DETENTION BASINS.
- OUTLOTS B - D AND F - J SHALL BE OWNED AND MAINTAINED BY THE HOA FOR GREEN SPACE, TRAILS, AND PARK AMENITIES.

LEGEND

- EXISTING CONTOURS
- PROPOSED CONTOURS
- PROPOSED SILT FENCE
- PROPOSED DIVERSION BERM
- PROPOSED SEWER AND DRAINAGE EASEMENT
- PROJECT LIMITS
- EXISTING WATER LINE EASEMENT



LOTS 1-133, AND OUTLOTS A-J
SARPY COUNTY, NEBRASKA



LEGAL DESCRIPTION

PLATTING OF THE N 1/2 OF THE NE QUARTER OF SECTION 24, T13N, R11E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

ENGINEER

THOMPSON, DREESSEN & DORNER
10836 OLD MILL ROAD
OMAHA, NEBRASKA 68154
PHONE: 402-330-8860

APPLICANT

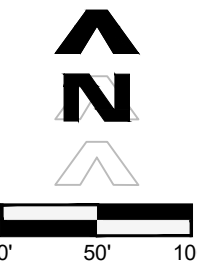
SPRINGFIELD HIGHLANDS LLC
7520 S 95TH STREET
LA VISTA, NE 68128

NOTES

1. EXISTING ZONING IS R87. PROPOSED ZONING FOR LOT 1 IS B3.
2. PROPOSED ZONING FOR LOTS 2 TO 18 AND LOTS 43 TO 153 IS R87.
3. PROPOSED ZONING FOR LOTS 19 TO 31 TO 42 IS R50. PROPOSED ZONING FOR LOTS 19 TO 31 IS R50.
4. EXISTING AND PROPOSED CONDITIONS ARE SHOWN AT 2' AND 10' INTERVALS.
5. WATER SHALL BE PROVIDED BY THE CITY OF SPRINGFIELD.
6. GAS SHALL BE PROVIDED BY METROPOLITAN UTILITIES DISTRICT.
7. SEWER SHALL BE PROVIDED BY METROPOLITAN UTILITIES DISTRICT.
8. TYPICAL UTILITY SETBACKS WILL BE DEDICATED WITH THE FINAL PLAT.
9. PAVEMENT FOR ALL PUBLIC STREETS SHALL BE A MINIMUM OF 25' WIDE, 9-INCH THICK P.C.C. PAVEMENT FRONTING LOT 1. ALL OTHER PAVEMENT SHALL BE 15' WIDE.
10. OUTLOTS A AND E SHALL BE OWNED AND MAINTAINED BY THE SID FOR PERMANENT DETENTION BASINS.
11. OUTLOTS D AND F SHALL BE OWNED AND MAINTAINED BY THE HOA FOR GREEN SPACE, TRAILS, AND PARK AMENITIES.

LEGEND

- | | |
|---|--------------------------------------|
|  | PROPOSED STORM SEWER |
|  | PROPOSED SEWER AND DRAINAGE EASEMENT |
|  | PROJECT LIMITS |
|  | EXISTING WATER LINE EASEMENT |





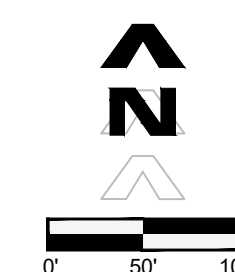
LOTS 1-133, AND OUTLOTS A-J, 132 PLATTEVIEW; BEING A
PLATTING OF THE N 1/2 OF THE NE QUARTER OF SECTION 24,
T13N, R11E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

THOMPSON, DREESSEN & DORNER
10836 OLD MILL ROAD
OMAHA, NEBRASKA 68154
PHONE: 402-330-8860

SPRINGFIELD HIGHLANDS LLC
7520 S 95TH STREET
LA VISTA, NE 68128

1. EXISTING ZONING IS R87. PROPOSED ZONING FOR LOT 1 IS B3. PROPOSED ZONING FOR LOTS 2 TO 18 AND LOTS 43 TO 153 IS R87. PROPOSED ZONING FOR LOTS 31 AND 42 IS R30. PROPOSED ZONING FOR LOTS 19 TO 20 AND LOTS 44 TO 45 IS R87.
2. EXISTING AND PROPOSED CONTOURS ARE SHOWED AT 2' AND 10' INTERVALS.
3. WATER SHALL BE PROVIDED BY THE CITY OF SPRINGFIELD.
4. GAS SHALL BE PROVIDED BY METROPOLITAN UTILITIES DISTRICT.
5. POWER SHALL BE PROVIDED FROM THE OMAHA PUBLIC POWER DISTRICT.
6. MINIMUM LOT AREA SHALL BE 10,000 SQUARE FEET (228' x 435').
7. PAVEMENT FOR ALL PUBLIC STREETS SHALL BE A MINIMUM OF 25' WIDE, 9-INCH THICK P.C.C. PAVEMENT FRONTING LOT 1. ALL OTHER PAVEMENT SHALL BE 15' WIDE, 9-INCH THICK P.C.C. PAVEMENT.
8. OUTLOTS A AND E SHALL BE OWNED AND MAINTAINED BY THE SID FOR PERMANENT DETENTION BASINS.
9. OUTLOTS B AND D SHALL BE OWNED AND MAINTAINED BY THE HOA FOR GREEN SPACE, TRAILS, AND PARK AMENITIES.

	PROPOSED STORM SEWER
	PROPOSED SEWER AND DRAINAGE EASEMENT
	PROJECT LIMITS
	PROPOSED DRAINAGE BOUNDARY
	EXISTING WATER LINE EASEMENT

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Post Construction Stormwater Management Plan

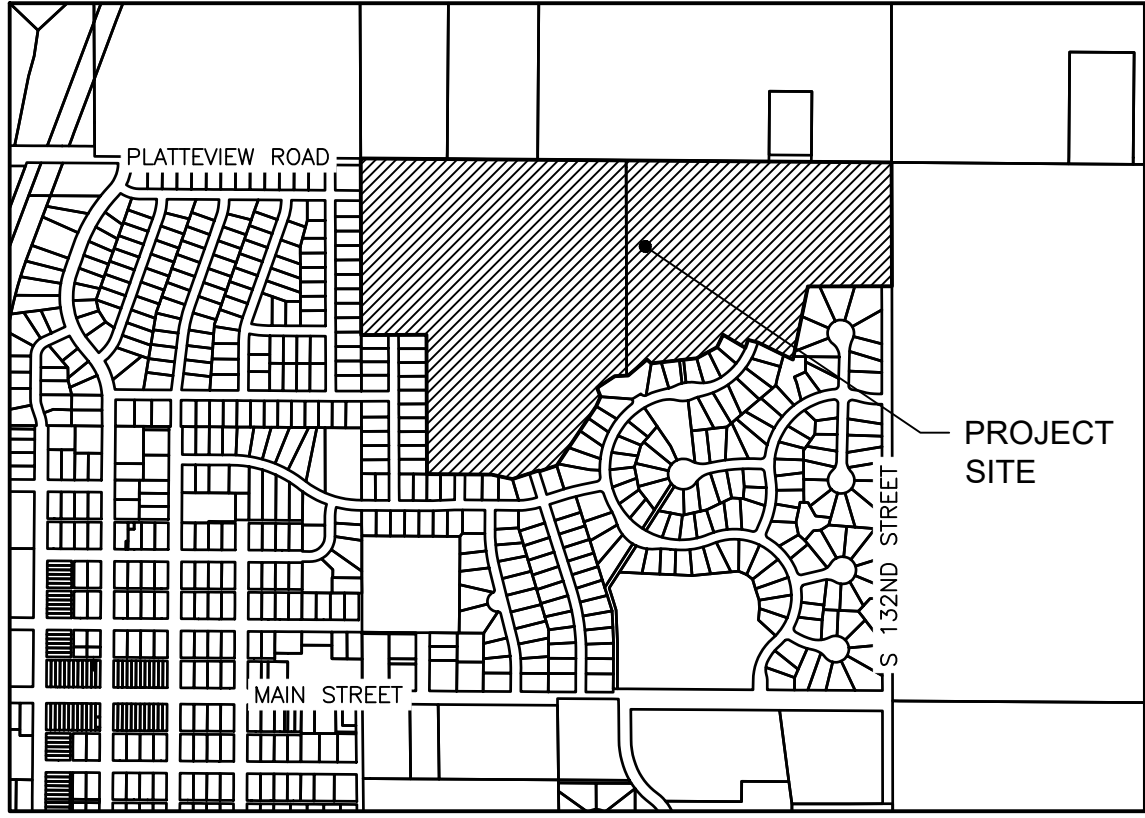
Exhibit E-1

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SPRINGFIELD HIGHLANDS

LOTS 1-133, AND OUTLOTS A-J

SARPY COUNTY, NEBRASKA



VICINITY MAP



LEGAL DESCRIPTION

LOTS 1-133, AND OUTLOTS A-J, 132 PLATVIEW; BEING A PLATTING OF THE N 1/2 OF THE NE QUARTER OF SECTION 24, T13N, R11E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

ENGINEER

THOMPSON, DREESSEN & DÖRNER
10836 OLD MILL ROAD
OMAHA, NEBRASKA 68154
PHONE: 402-330-8860

APPLICANT

SPRINGFIELD HIGHLANDS LLC
7520 S 95TH STREET
LA VISTA, NE 68128

NOTES

- EXISTING ZONING IS R87. PROPOSED ZONING FOR LOT 1 IS B0. PROPOSED ZONING FOR LOTS 2 TO 18 AND LOTS 43 TO 133 IS R87. PROPOSED ZONING FOR LOTS 31 TO 42 IS R30. PROPOSED ZONING FOR LOTS 19 TO 30 IS R50.
- EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 2' AND 10' INTERVALS.
- WATER SHALL BE PROVIDED BY THE CITY OF SPRINGFIELD.
- GAS SHALL BE PROVIDED BY METROPOLITAN UTILITIES DISTRICT.
- POWER SHALL BE PROVIDED FROM THE OMAHA PUBLIC POWER DISTRICT.
- TYPICAL UTILITY SETBACKS WILL BE DEDICATED WITH THE FINAL PLAT.
- PAVEMENT FOR ALL PUBLIC STREETS SHALL BE A MINIMUM OF 25' WIDE, 9-INCH THICK P.C.C. PAVEMENT FRONTING LOT 1. ALL OTHER PAVEMENT SHALL BE 7-INCH THICK P.C.C.
- OUTLOTS A AND E SHALL BE OWNED AND MAINTAINED BY THE SID FOR PERMANENT DETENTION BASINS.
- OUTLOTS B - D AND F - J SHALL BE OWNED AND MAINTAINED BY THE HOA FOR GREEN SPACE, TRAILS, AND PARK AMENITIES.

LEGEND

- PROPOSED SEWER AND DRAINAGE EASEMENT
- PROJECT LIMITS
- PROPOSED WATER MAIN
- PROPOSED FIRE HYDRANT
- 300' RADIUS LIMIT FOR FIRE HYDRANT COVERAGE
- EXISTING WATER LINE EASEMENT

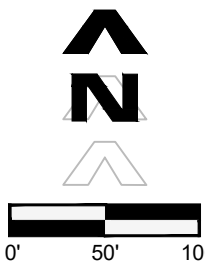


Exhibit L

SANITARY SEWER AGREEMENT

This Agreement, made and entered into this ____ day of _____, 2026, among SPRINGFIELD HIGHLANDS, LLC, a Nebraska Limited Liability Company (hereinafter referred to as “Commercial Subdivider”), and HRC SPRINGFIELD HIGHLANDS, LLC, a Nebraska Limited Liability Company (hereinafter referred to as “Residential Subdivider”), and SANITARY AND IMPROVEMENT DISTRICT NO. 391 of Sarpy County, Nebraska (hereinafter referred to as “District”), and the CITY OF SPRINGFIELD, a Municipal Corporation in the State of Nebraska (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, Commercial Subdivider, Residential Subdivider, District and City have entered into a Subdivision Agreement dated the ____ day of _____, 2026; and

WHEREAS, City operates its own sanitary sewer system; and

WHEREAS, the land within the District is outside of the current sanitary sewer system area of City; and

WHEREAS, Commercial Subdivider, Residential Subdivider, and District wish to provide for a sanitary sewer system for the lots to be developed in the District.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Commercial Subdivider, Residential Subdivider, and District will install all sanitary sewer lines for Lots 1 thru 133.
2. After construction of the mains in a manner satisfactory to the City’s Engineer, Commercial Subdivider, Residential Subdivider, and District shall be allowed to connect the mains in the District to the City sanitary sewer system.
3. During such time as District remains outside of the corporate limits of City, District shall have the responsibility to maintain all sanitary sewer mains within the District. All maintenance shall meet the requirements of City.
4. Individual lot owners shall be permitted to connect to the sanitary sewer mains and City will provide sanitary sewer service to them, provided, however, the lots must pay all applicable taxes and fees.
5. All individual consumers will have to enter into a sanitary sewer system agreement with City and obey all City ordinances and regulations regarding sanitary sewer use.
6. All individual consumers will pay for sanitary sewer service at 1.5 times the rate for consumers within the corporate limits of City.

7. Commercial Subdivider reserves the sanitary sewer system for 1 commercial lot. Residential Subdivider reserves the sanitary sewer system for 12 multi-family lots and 120 single-family residential lots. Commercial Subdivider, Residential Subdivider, and District will not develop any more than that number of lots or change the use on the lots without the written permission of City.
8. If no lot owner of any lot within District has become a sanitary sewer service customer of City within two (2) years after the date of this Sanitary Sewer Agreement, this Agreement shall terminate and City shall have no further obligations under this Agreement.
9. This Agreement shall terminate twenty-five (25) years after the date of this Sanitary Sewer Agreement and City shall have no further obligation under this Agreement.
10. This Agreement incorporates all of the terms of the Subdivision Agreement between Commercial Subdivider, Residential Subdivider, District, and City.

ATTEST:

CITY OF SPRINGFIELD, NEBRASKA

CITY CLERK

DATE

MAYOR

DATE

ATTEST:

SANITARY AND IMPROVEMENT DISTRICT
NO. 391 OF SARPY COUNTY, NEBRASKA

DATE

CHAIRMAN

DATE

ATTEST:

COMMERCIAL SUBDIVIDER
Error! Reference source not found.
Nebraska limited liability company,

DATE

Title: _____

DATE

RESIDENTIAL SUBDIVIDER
Error! Reference source not found.
SPRINGFIELD HIGHLANDS, a Nebraska
limited liability company,

DATE

Title: _____

DATE

ACKNOWLEDGMENT OF NOTARY:

STATE OF NEBRASKA)

) ss.

COUNTY OF SARPY)

On this ____ day of _____, 2026, before me, a Notary Public, duly commissioned and qualified in and for said County and State, personally appeared Robert Roseland, personally known by me to be the Mayor of the City of Springfield, and Barbara Henninger, personally known by me to be the City Clerk of the City of Springfield, and the identical persons whose names are affixed to the foregoing Agreement, and they acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said City.

WITNESS my hand and Notarial Seal the day and year last above written.

(SEAL)

NOTARY PUBLIC

ACKNOWLEDGMENT OF NOTARY:

STATE OF NEBRASKA)

) ss.

COUNTY OF SARPY)

On this ____ day of _____, 2026, before me, a Notary Public, duly commissioned and qualified in and for said County and State, personally appeared _____, personally known by me to be the Chairman of Sanitary and Improvement District No. **Error! Reference source not found.**391 of Sarpy County, Nebraska, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of said District.

WITNESS my hand and Notarial Seal the day and year last above written.

(SEAL)

NOTARY PUBLIC

ACKNOWLEDGMENT OF NOTARY:

STATE OF NEBRASKA)

) ss.

COUNTY OF SARPY)

On this _____ day of _____, 2026, before me, a Notary Public, duly commissioned and qualified in and for said County and State, personally appeared _____, personally known by me to be the _____ of Springfield Highlands, LLC, a Nebraska limited liability company, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of said limited liability company.

WITNESS my hand and Notarial Seal the day and year last above written.

(SEAL)

NOTARY PUBLIC

ACKNOWLEDGMENT OF NOTARY:

STATE OF NEBRASKA)

) ss.

COUNTY OF SARPY)

On this _____ day of _____, 2026, before me, a Notary Public, duly commissioned and qualified in and for said County and State, personally appeared _____, personally known by me to be the _____ of HRC Springfield Highlands, LLC, a Nebraska limited liability company, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of said limited liability company.

WITNESS my hand and Notarial Seal the day and year last above written.

(SEAL)

NOTARY PUBLIC

Exhibit M

WATER SUPPLY AGREEMENT

This Agreement, made and entered into this ____ day of _____, 2026, among SPRINGFIELD HIGHLANDS, LLC, a Nebraska Limited Liability Company (hereinafter referred to as “Commercial Subdivider”), and HRC SPRINGFIELD HIGHLANDS, LLC, a Nebraska Limited Liability Company (hereinafter referred to as “Residential Subdivider”), and SANITARY AND IMPROVEMENT DISTRICT NO. 391 of Sarpy County, Nebraska (hereinafter referred to as “District”), and the CITY OF SPRINGFIELD, a Municipal Corporation in the State of Nebraska (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, Commercial Subdivider, Residential Subdivider, District and City have entered into a Subdivision Agreement dated the ____ day of _____, 2026; and

WHEREAS, City operates its own water supply system; and

WHEREAS, the land within the District is outside of the current water supply area of City; and

WHEREAS, Commercial Subdivider, Residential Subdivider, and District wish to provide for a water supply for the lots to be developed in the District.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Commercial Subdivider, Residential Subdivider, and District will install all interior water mains for Lots 1 thru 133.
2. After construction of the interior mains in a manner satisfactory to the City’s Engineer, Commercial Subdivider, Residential Subdivider, and District shall be allowed to connect the mains in the District to the City water supply mains.
3. During such time as District remains outside of the corporate limits of City, District shall have the responsibility to maintain all water mains within the District. All maintenance shall meet the requirements of the City.
4. Individual lot owners shall be permitted to connect to the water mains and City will provide water to them, provided, however, the lots must pay all applicable taxes and fees.
5. All individual consumers will have to enter into a water supply agreement with City and obey all City ordinances and regulations regarding water metering and water use.
6. All individual consumers will pay for water at 1.5 times the rate for consumers within the corporate limits of City.

7. Commercial Subdivider reserves the water supply for 1 commercial lot. Residential Subdivider reserves the water supply for 12 multi-family lots and 120 single-family residential lots. Commercial Subdivider, Residential Subdivider, and District will not develop any more than that number of lots or change the use on the lots without the written permission of City.
8. If no lot owner of any lot within District has become a water customer of City within two (2) years after the date of this Water Agreement, this Agreement shall terminate and City shall have no further obligations under this Agreement.
9. This Agreement shall terminate twenty-five (25) years after the date of this Water Agreement and City shall have no further obligation under this Agreement.
10. This Agreement incorporates all of the terms of the Subdivision Agreement between Subdivider, District, and City.

ATTEST:

CITY OF SPRINGFIELD, NEBRASKA

CITY CLERK

DATE

MAYOR

DATE

ATTEST:

SANITARY AND IMPROVEMENT DISTRICT
NO. 391 OF SARPY COUNTY, NEBRASKA

DATE

CHAIRMAN

DATE

ATTEST:

COMMERCIAL SUBDIVIDER
Error! Reference source not found.a
Nebraska limited liability company,

DATE

Title: _____

DATE

RESIDENTIAL SUBDIVIDER
Error! Reference source not found.HRC
SPRINGFIELD HIGHLANDS, a Nebraska
limited liability company,

DATE

Title: _____

DATE

ACKNOWLEDGMENT OF NOTARY:

STATE OF NEBRASKA)

) ss.

COUNTY OF SARPY)

On this ____ day of _____, 2026, before me, a Notary Public, duly commissioned and qualified in and for said County and State, personally appeared Robert Roseland, personally known by me to be the Mayor of the City of Springfield, and Barbara Henninger, personally known by me to be the City Clerk of the City of Springfield, and the identical persons whose names are affixed to the foregoing Agreement, and they acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said City.

WITNESS my hand and Notarial Seal the day and year last above written.

(SEAL)

NOTARY PUBLIC

ACKNOWLEDGMENT OF NOTARY:

STATE OF NEBRASKA)

) ss.

COUNTY OF SARPY)

On this ____ day of _____, 2026, before me, a Notary Public, duly commissioned and qualified in and for said County and State, personally appeared _____, personally known by me to be the Chairman of Sanitary and Improvement District No. **Error! Reference source not found.**391 of Sarpy County, Nebraska, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of said District.

WITNESS my hand and Notarial Seal the day and year last above written.

(SEAL)

NOTARY PUBLIC

ACKNOWLEDGMENT OF NOTARY:

STATE OF NEBRASKA)

) ss.

COUNTY OF SARPY)

On this _____ day of _____, 2026, before me, a Notary Public, duly commissioned and qualified in and for said County and State, personally appeared _____, personally known by me to be the _____ of Springfield Highlands, LLC, a Nebraska limited liability company, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of said limited liability company.

WITNESS my hand and Notarial Seal the day and year last above written.

NOTARY PUBLIC

(SEAL)

ACKNOWLEDGMENT OF NOTARY:

STATE OF NEBRASKA)

) ss.

COUNTY OF SARPY)

On this _____ day of _____, 2026, before me, a Notary Public, duly commissioned and qualified in and for said County and State, personally appeared _____, personally known by me to be the _____ of HRC Springfield Highlands, LLC, a Nebraska limited liability company, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his/her voluntary act and deed and the voluntary act and deed of said limited liability company.

WITNESS my hand and Notarial Seal the day and year last above written.

NOTARY PUBLIC

(SEAL)



SPRINGFIELD

NEBRASKA

MAYOR AND CITY COUNCIL REPORT
JULY 21, 2026 AGENDA

Agenda Item:	Subject:	Submitted By:
Regular Agenda Item 3	Consider approval of a bid for the construction of a restroom and pavilion at Buffalo Park and a pavilion at Urban Park	Barb Henninger, City Clerk Kathleen Gottsch, City Administrator

Synopsis

The city received three bids for the construction of a restroom and pavilion at Buffalo Park and a pavilion at Urban Park. Bids received were from:

- Sand Creek Construction Company out of Wahoo:
 - Base Bid = \$1,100,000
 - Alternate = \$30,000
 - **Total = \$1,130,000**
 - Project Timeline = 40 weeks
- Snider Construction Co. Inc. out of Waterloo:
 - Base Bid = \$1,122,000
 - Alternate = \$15,000
 - **Total = \$1,137,000**
 - Project Timeline = 30 weeks
- Elkhorn West Construction, Inc. out of Omaha
 - Base Bid = \$1,134,000
 - Alternate = \$21,850
 - **Total = \$1,155,850**
 - Project Timeline = 26 weeks (winter conditions may prevent certain finishes extending work into spring 2027 for a total of 36 weeks)

The engineer's estimate was \$1.1 million, so all three bids are on par with the original estimate.

Per Rick Hauptman, project architect, Sand Creek Construction is the low bidder with no reason to disqualify them. They are a reputable contractor and have done projects of this scale.

Recommendation

Staff recommends approval of low bidder Sand Creek Construction.

Attachments

Bid Tabulation

HAUPTMANARCHITECTURE

Bid Tabulation
OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS

Bid Date: 06-26-2026
Project: 26002 – Springfield Park Pavilions

Contractor	Bid Bond	Addenda				Base Bid	Alternate
		1	2	3	4		1
Snider Construction	Y	Y	Y	Y	N/A	\$1,122,000	\$15,000
Elkhorn West Construction	Y	Y	Y	Y	N/A	\$1,134,000	\$21,850
Sand Creek Construction	Y	Y	Y	Y	N/A	\$1,100,000	\$30,000
					N/A		
					N/A		
					N/A		
					N/A		
					N/A		
					N/A		
					N/A		

1,137,000
1,155,850
1,130,000