



City of Omaha
Jim Suttle, Mayor

February 5, 2013

RECEIVED

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CITY CLERK
OMAHA, NEBRASKA

Public Works Department

Omaha/Douglas Civic Center
1819 Farnam Street, Suite 601
Omaha, Nebraska 68183-0601
(402) 444-5220
Fax (402) 444-5248

Robert G. Stubbe, P.E.
Public Works Director

Honorable President
and Members of the City Council,

The attached Resolution approves the Subdivision Agreement among HUSKER HAWKEYE DISTRIBUTING, INC., KEITH B. EDQUIST, the Northern Hills Estates Homeowners' Association, Inc., and the City of Omaha. This Subdivision Agreement covers the public improvement of Northern Hills Estates Two (Lots 1-21, Outlots A & B), a subdivision located Southeast of 72nd Street and Northern Hills Drive.

The Agreement provides for Park Fees as follows: Trail & Boulevard Fee, to be assessed as building permits are issued; and Community Parks Fee, approximately half of which, \$14,012.55, is to be paid by the Subdivider at the time of final platting, and the remaining half to be paid as building permits are issued.

The Public Works Department requests your consideration and approval of the attached Resolution and Subdivision Agreement.

Respectfully submitted,

This action has been reviewed and found to be in conformance with the Master Plan.

Robert Stubbe 12-14-12
RH Robert Stubbe, P.E. Date
Public Works Director

R.E. Cunningham 10/25/2013
R.E. Cunningham, RA, F.SAME Date
Planning Director

Approved as to Funding:

Referred to City Council for Consideration:

Pam Spaccarotella 12-20-12
Pam Spaccarotella Date
Finance Director

Jim Suttle 1-25-13
Mayor's Office Date

Approved:

Brook Bench 1-14-13
Brook Bench, Acting Director
Parks, Recreation and
Public Property Department

CITY OF OMAHA

LEGISLATIVE CHAMBER

Omaha, Nebraska

RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

WHEREAS, Keith B. Edquist proposes to build a subdivision to be known as Northern Hills Estates Two (Lots 1-21, Outlots A & B), which will be located southeast of 72nd Street and Northern Hills Drive; and,

WHEREAS, Keith B. Edquist will build public and private improvements in this subdivision; and,

WHEREAS, Keith B. Edquist agrees to provide for Park Fees as follows: Trail & Boulevard Fee, to be assessed as building permits are issued; and Community Parks Fee, approximately half of which, \$14,012.55, is to be paid at the time of final platting, and the remaining half to be paid as building permits are issued; and,

WHEREAS, Keith B. Edquist previously created the Northern Hills Estates Homeowners' Association, and Keith B. Edquist agrees to add Northern Hills Estates Two (Lots 1-21, Outlots A & B) to the Northern Hills Estates Homeowners' Association, who will be responsible for identified ongoing maintenance as contained in the Agreement; and,

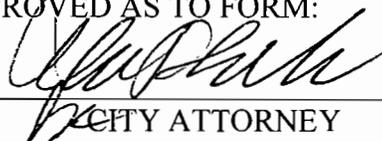
WHEREAS, a Subdivision Agreement has been prepared setting forth all the provisions mentioned above.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

THAT, the Subdivision Agreement among the City of Omaha, HUSKER HAWKEYE DISTRIBUTING, INC., KEITH B. EDQUIST, and the Northern Hills Estates Homeowners' Association, as recommended by the Mayor, providing for the Parks fees is hereby approved. The Subdivision is to be known Northern Hills Estates Two (Lots 1-21, Outlots A & B) and is located southeast of 72nd Street and Northern Hills Drive.

P:\rah\1050rah.doc

APPROVED AS TO FORM:

 12-18-12
CITY ATTORNEY DATE

By.....
Councilmember

Adopted.....

.....
City Clerk

Approved.....
Mayor

SUBDIVISION AGREEMENT
NORTHERN HILLS ESTATES TWO (Lots 1-21, Outlots A & B)

This Subdivision Agreement, made this _____ day of _____, 201__ among HUSKER HAWKEYE DISTRIBUTING, INC., KEITH B. EDQUIST (hereinafter referred to as "SUBDIVIDER"), the Northern Hills Estates Homeowners' Association, Inc. (hereinafter referred to as "Association"), and the CITY OF OMAHA (hereinafter referred to as "CITY").

WHEREAS, Subdivider is the owner of the land included within the proposed plat attached hereto as Exhibit "A", which parcel of land (hereinafter referred to as the "Area to be Developed") is outside the corporate limits of the City and but within the City's zoning and platting jurisdiction; and,

WHEREAS, the Subdivider proposes that the Subdivider will build public improvements in the area to be developed; and,

WHEREAS, the Subdivision is outside the area that can be served by sanitary sewers; and,

WHEREAS, the Subdivider and City desire to agree on the method for the installation and allocation of expenses for public improvements to be constructed in the property.

WHEREAS, the Subdivider has previously created the Northern Hills Estates Homeowners' Association, Inc. as recorded with Document #2009026116 entitled Declaration of Covenants, Easements and Restrictions for Northern Hills Estates, LLC Lots 1 through 22. Subdivider will amend said Covenants, Easements and Restrictions to include Lots 1 through 21 and Outlots A and B of Northern Hills Estates Two.

NOW, THEREFORE, in consideration of the above the following is agreed between the parties hereto:

1. Public improvements. Attached hereto as Exhibit "B" and incorporated herein by reference is a plat showing the public improvements to be installed on the property, i.e. storm sewer, and paving of public streets (hereinafter referred to as "IMPROVEMENTS"). All improvements must receive the approval of the Public Works Department of the City prior to construction.
2. Water, gas, and electrical power. The Subdivider agrees to enter into an Agreement with the Papio-Missouri River Natural Resources District regarding all water line extensions and Metropolitan Utilities District for gas line extensions the property, and into an Agreement with the Omaha Public Power District for power lines to be installed on the property. Copies of all Agreements with the Papio-Missouri River Natural Resources District, Metropolitan Utilities District and the Omaha Public Power District will be provided to the City within four months from the date of this Agreement.
3. Installation of improvements. The Subdivider agrees to commence the timely and orderly installation of the improvement following execution of this Agreement, pursuant to Section 53-9 of the Omaha Municipal Code.
4. Payment for improvements. The Subdivider shall pay the cost of all the improvements, as well as all charges by the Papio-Missouri River Natural Resources District for water line extensions, Metropolitan Utilities District for gas line installation and charges by the Omaha Public Power District for Underground electrical service or overhead power installations.

5. Emergency Warning Siren: The Subdivision will not be required to construct a siren within the Subdivision or participate in costs of a regional siren as per Douglas County Emergency Management policy this subdivision contains no public park or public assembly facilities and therefore emergency warning siren coverage is not mandatory.
6. Sidewalks. The Subdivider has requested and the City has granted a waiver of the requirement to construct sidewalks in this subdivision. Waiver was approved by the Omaha City Council May 8, 2012 with Resolution No. 541.
7. Sediment and Erosion Control Plan: The Sediment and Erosion Control Plan to be submitted to NDEQ and the City of Omaha for compliance with NPDES regulations is attached hereto and incorporated herein as Exhibit "C". PMRNRD must approve said plan prior to City Engineer's second signature on the final plat. 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 said sediment and erosion control measures shall be paid for privately also. 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 the City Public Works Department authorizing their removal. Sediment removal shall be paid by the Subdivider.
8. Payment of Trail / Boulevard Park Fees: The City of Omaha Trail / Boulevard Park Fee shall be paid by the Owner/Builder of each lot prior to issuance of a building permit.
9. Community Parks Fee. Approximately fifty percent(50%) of the Community Park (CP) fee will be paid by the Subdivider at the time of final platting. This portion of the CP Fee is calculated on a per-acre basis as follows:

Lots 1-21 Outlots A & B, Residential, 31.139 Ac. At \$450/acre	\$14,012.55
Total Park Fee Due	\$14,012.55

The remaining portion of the CP fee will be assessed at the time of building permits on a per lot basis.

10. Interceptor Sewer Fees. Omaha Interceptor Sewer Fees do not apply to the Area to be Developed and therefore do not need to be paid since the Area to be Developed is within the non-sewerable Ponca / Elkhorn Special Development Zones identified by the Land Use Element of the Master Plan. Sewer service shall be by private individual septic systems.
11. Outlots "A" and "B" are not buildable lots and have been designated to preserve and existing drainage swale and existing tree stand. Outlot "A" shall be owned and maintained by the Association. Outlot "B" shall be owned and maintained by the Association.
12. Post-construction stormwater management features and related appurtenances constructed in right-of-way and outlots, per plat (Exhibit "A"), plans and specifications for said stormwater management improvements to be approved by City prior to starting construction of said improvements to be located as shown on the post-construction stormwater management plans to be prepared by E&A Consulting Group, copies of which are attached hereto as Exhibit "D". The City has assigned a project number of OPW – 20121101-708-P to these plans.

13. Post-construction stormwater maintenance agreement to be approved by City prior to starting construction of said improvements, copies of which are attached hereto as Exhibit "E". The maintenance agreement shall delineate the responsibilities of the Owner and the Association. 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.
14. Permanent stormwater detention or treatment facilities in accordance with an approved Post Construction Stormwater Management Plan will be permitted to be constructed and considered public improvements provided the following conditions are met:
 - (1) Size, material and grade of riser structures and discharge pipes are in conformance with an approved Post Construction Stormwater Management Plan.
 - (2) Detailed plans of the permanent facilities are included with the final plans for Paving & Storm Sewer improvements to be submitted and approved by the City.
 - (3) Representative of the Owner together with representatives of the City shall inspect said permanent facilities prior to acceptance of the improvements by the City, normally at the time of submittal of as-constructed plans, final project costs and testing results.
15. Tree Mitigation. The tree mitigation plan between the Subdivider and the City is attached hereto and incorporated as Exhibit "F". costs for tree mitigation shall be paid by the Subdivider. The Subdivider shall provide to the City a bond, certified check or other suitable financial guarantee to ensure the completion of the mitigation amount equal to \$3,600.00 based on a cost of 15 trees to be planted at an estimated cost of \$200 per tree plus 20% administrative costs. The time frame for the mitigation plan shall be two years from City Council approval of the subdivision agreement. The City shall reimburse the Subdivider for all trees which have been planted and growing at the end of the two year time frame, or sooner if plan is completed. The City shall retain any remaining monies to plant any trees not planted by the Subdivider in locations shown on Exhibit "F". The City is hereby granted permission to come onto the property to plant such trees. When the plan has been implemented and certified by the Subdivider's engineer, the funds shall be released to the Subdivider.
16. Binding effect. The Subdivision Agreement shall be binding upon the parties, their respective successors, and assigns.

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 OMAHA

CITY CLERK _____ Date _____

MAYOR _____ Date _____

HUSKER HAWKEYE DISTRIBUTING, INC

KEITH B. EDQUIST

Keith B. Edquist 12-6-12
By ; Keith B. Edquist Date

Keith B. Edquist 12-6-12
By ; Keith B. Edquist Date

NORTHERN HILLS ESTATES HOMEOWNERS ASSOCIATION

Keith B. Edquist 12-6-12
By: Keith B. Edquist, Declarant

APPROVED AS TO FORM

Alfred Miller 12-18-12
ASSISTANT CITY ATTORNEY DATE

STATE OF NEBRASKA)
)SS
COUNTY OF DOUGLAS)

On this 6th day of December, 2012, before me, a Notary Public in and for said County and State, personally appeared Keith B. Edquist, Officer of Husker Hawkeye Distributing, Inc. Keith B. Edquist, private owner, and Keith B. Edquist, Declarant of the Northern Hills Estates Homeowners Association who executed the above and foregoing easement acknowledged the execution thereof to be their voluntary act and deed.

Leslie Pierce My Commission Expires May 23, 2014
NOTARY PUBLIC



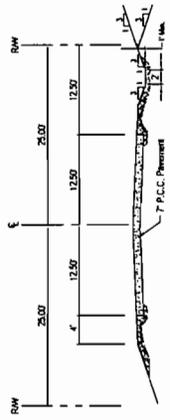
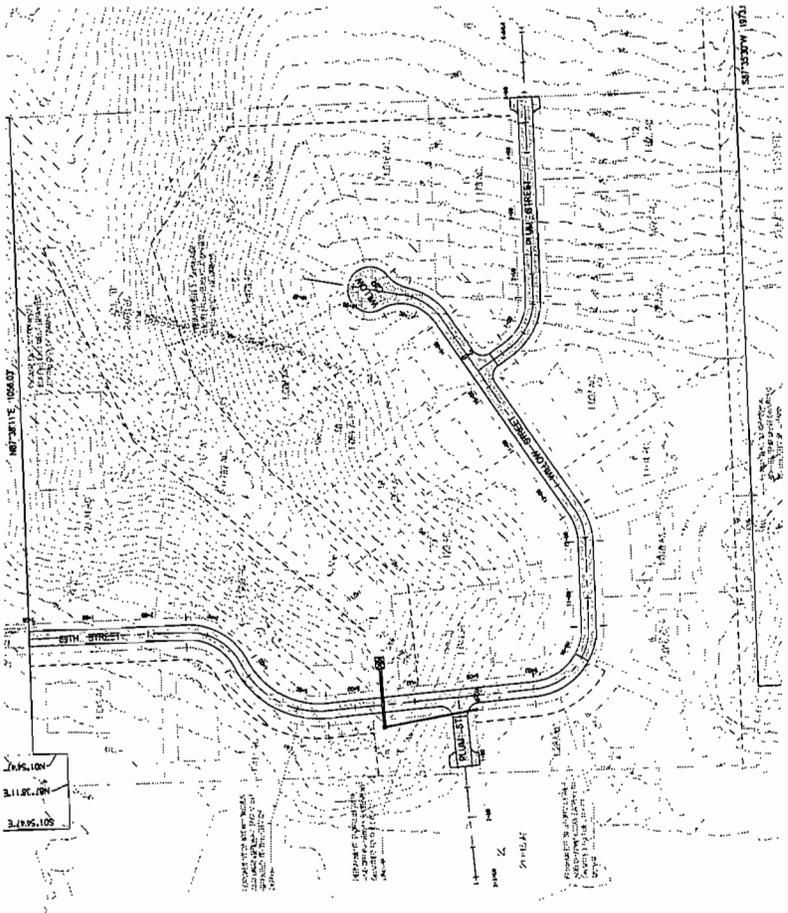
Sheet 1 of 1	Project No. 2007.234.002
Client: Northern Hills Estates Two	Drawn By: JAV
Checked By: JAV	Date: 09/25/12
Design: JAV	Project: Northern Hills Estates Two

PAVING & STORM SEWER IMPROVEMENTS

NORTHERN HILLS ESTATES TWO

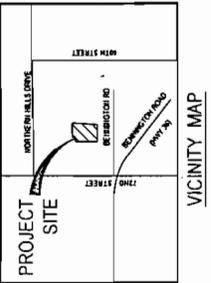


E & A CONSULTING GROUP, INC.
 Engineering • Planning • Environmental & Field Services
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 www.eagroup.com



TYPICAL ROADWAY SECTION
 NOT TO SCALE

- Legend**
- Proposed Pavement
 - Proposed Storm Sewer
- NOTES**
- Temporary Turn Arounds will be Constructed at all Dead End Streets.



Diggers Hotline Of Nebraska
 Nebraska 800.331.6888
 1-800-331-6888
 Call Before You Dig. It's The Law.

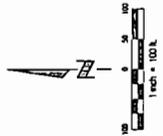
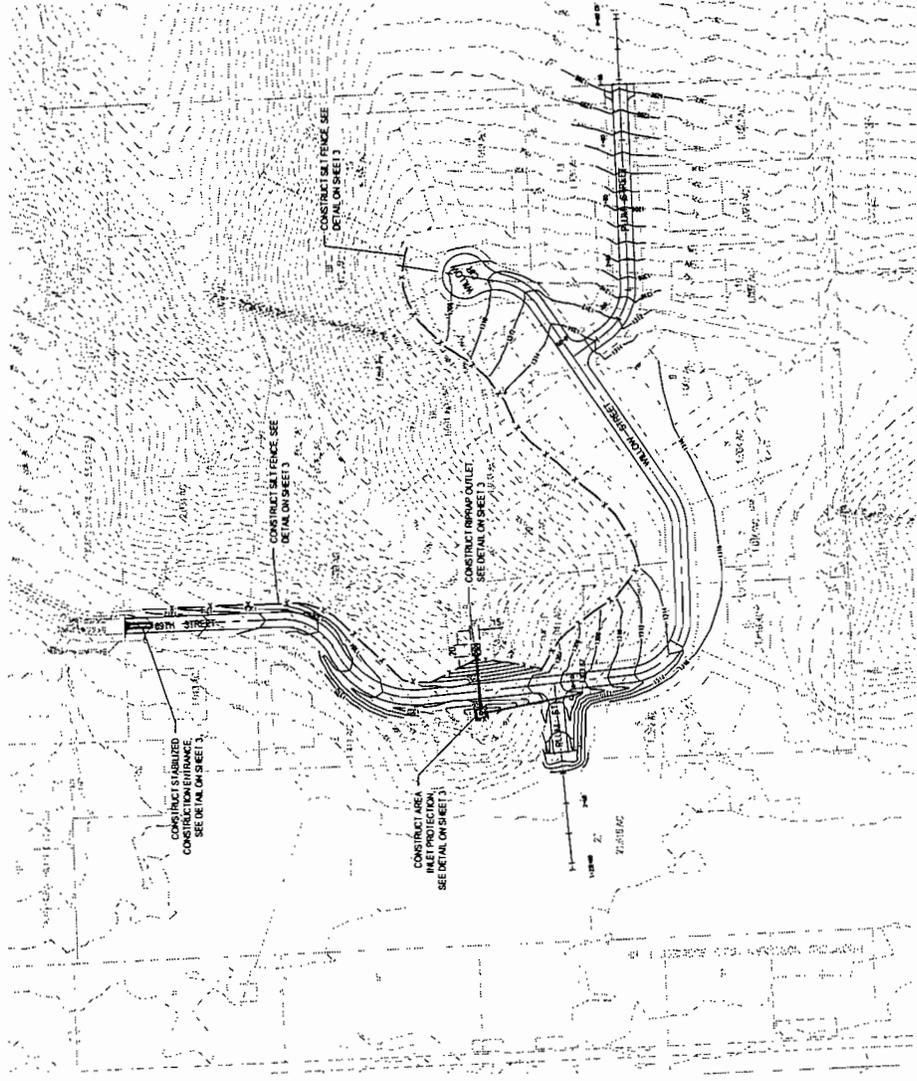
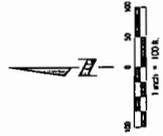
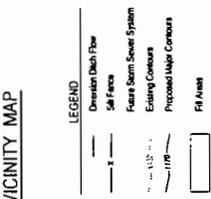
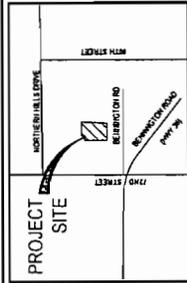


EXHIBIT 'C'



POST CONSTRUCTION STORMWATER MANAGEMENT PLAN MAINTENANCE AGREEMENT AND EASEMENT

WHEREAS, Keith B. Edquist recognizes that stormwater management facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development called Northern Hills Estates Two located in the jurisdiction of the City of Omaha, Douglas County, Nebraska; and,

WHEREAS, the Property Owner (whether one of more) is the owner of Northern Hills Estates Two (hereinafter referred to as "the Property"), and,

WHEREAS, the City of Omaha (hereinafter referred to as "the City") requires and the Property Owner, and its administrators, executors, successors, heirs, or assigns, agree that the health, safety and welfare of the citizens of the City require that the facilities be constructed and maintained on the property, and,

WHEREAS, the Post Construction Stormwater Management Plan, Project Number & Name , (hereinafter referred to as "PCSMP"), should be constructed and maintained by the Property Owner, its administrators, executors, successors, heirs, or assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the covenants contained herein, and the following terms and conditions, the property owner agrees as follows:

1. The facility or facilities shall be constructed by the Property Owner in accordance with the PCSMP, which has been reviewed and accepted by the City of Omaha or its designee.
2. The Property Owner must develop and provide the "BMP Maintenance Requirements", attached here to as Exhibit "B", which have been reviewed and accepted by the City of Omaha or its designee. The BMP Maintenance Requirements shall describe the specific maintenance practices to be performed for the facilities and include a schedule for implementation of these practices. The Plan shall indicate that the facility or facilities shall be inspected by a professional qualified in stormwater BMP function and maintenance at least annually to ensure that it is operating properly. A written record of inspection results and any maintenance work shall be maintained and available for review by the City.
3. The Property Owner, its administrators, executors, successors, heirs, or assigns, shall construct and perpetually operate and maintain, at its sole expense, the facilities in strict accordance with the attached BMP Maintenance Requirements accepted by the City of Omaha or its designee.
4. The Property Owner, its administrators, executors, successors, heirs, or assigns hereby grants permission to the City, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the City deems necessary. The City shall provide the Owner copies of the inspection findings and a directive to commence with the repairs if necessary.

The City will require the Property Owner to provide, within 7 calendar days, a written response addressing what actions will be taken to correct any deficiencies and provide a schedule of repairs within a reasonable time frame. Whenever possible, the City shall provide notice prior to entry. The City shall indemnify and hold the Property Owner harmless from any damage by reason of the City's negligent acts during such entry upon the property.

5. The Property Owner its administrators, executors, successors, heirs, or assigns, agrees that should it fail to correct any defects in the facility or facilities within reasonable time frame agreed to in the response by the Property Owner for corrective actions, or shall fail to maintain the structure in accordance with the attached BMP Maintenance Requirements and with the law and applicable executive regulation or, in the event of an emergency as determined by the City of Omaha or its designee in its sole discretion, the City of Omaha or its designee is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction as the City of Omaha or its designee deems necessary. Notwithstanding the foregoing, the City shall indemnify and hold the Property Owner harmless from any damage by reason of the City's negligent acts during such entry upon the property.

The City of Omaha or its designee shall have the right to recover from the Property Owner any and all reasonable costs the City of Omaha expends to maintain or repair the facility or facilities or to correct any operational deficiencies subject to the provisions of the immediately preceding sentence relating to negligent acts of the City. Failure to pay the City of Omaha or its designee all of its expended costs, after forty-five days written notice, shall constitute a breach of the agreement. The City of Omaha or its designee shall thereafter be entitled to bring an action against the Property Owner to pay, or foreclose upon the lien hereby authorized by this agreement against the property, or both. Interest, collection costs, and reasonable attorney fees shall be added to the recovery to the successful party.

6. The Property Owner shall not obligate the City of Omaha to maintain or repair the facility or facilities, and the City of Omaha shall not be liable to any person for the condition or operation of the facility or facilities.
7. The Property Owner, its administrators, executors, successors, heirs, or assigns, hereby indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims that may arise or be asserted against the City from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim unless due solely to the negligence of the City in which event the City shall be required to defend any such suit at its own expense. Notwithstanding the foregoing, if any claims are made against both the City of Omaha and the Property Owner, each will be required to defend any such suit or claim against it at its own expense. Each shall be responsible for payment of any recovery to the extent determined in such suit. If any judgment or claims against the City, its authorized agents or employees shall

be allowed, the Property Owner shall pay for all costs and expenses in connection herewith except to the extent of the negligent act of the City.

8. The Property Owner shall not in any way diminish, limit, or restrict the right of the City of Omaha to enforce any of its ordinances as authorized by law.
9. This Agreement shall be recorded with the Register of Deeds of Douglas County, Nebraska and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrators, executors, successors, heirs, or assigns, including any homeowners or business association and any other successors in interest.

IN WITNESS WHEREOF, the Property Owner (s) has/ have executed this agreement this DD day of _____ Month _____, 2012.

INDIVIDUAL, PARTNERSHIP and/or CORPORATION

_____ Keith B. Edquist Name of Individual, Partnership and/or Corporation
_____ Name
_____ Individual Title
_____ Signature

_____ Name of Individual, Partnership and/or Corporation
_____ Name
_____ Title
_____ Signature

_____ Name of Individual, Partnership and/or Corporation
_____ Name
_____ Title
_____ Signature

_____ Name of Individual, Partnership and/or Corporation
_____ Name
_____ Title
_____ Signature

ACKNOWLEDGMENT

State Nebraska)

County Douglas)

On this DD day of MM, 2012 before me, a Notary Public, in and for said County, personally came the above named:

who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated.

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

Notary Public

Notary Seal

EXHIBIT B

BMP Maintenance Plan 72nd & Northern Hills Drive Northern Hills Estates Two

I. General BMP Information

BMP ID Name	BMP Location
Prairie Grass Buffer	20-30' at Rear of Lots
Conditioned Soil	Disturbed area along Willow Street

II. BMP Site Location Map (attached)

III. Routine Maintenance Tasks and Schedule for typical BMPs

Prairie Grass Buffer Maintenance Tasks and Schedule	
Task	Schedule
Trash/debris removal	Monthly
Mowing	Monthly-maintain 4-6 inches in height
Inspect for erosion and vegetative failure	Monthly, reseed as necessary
Remove accumulated sediment	Semi-Annually

Amended Soil Maintenance Tasks and Schedule	
Task	Schedule
N/A	N/A

- IV. The Property Owner shall perform maintenance and inspection in accordance with the above table. A written report of all maintenance and inspections shall be prepared annually and kept on file by the Owner for a period covering the last 3 years at all times. The first report shall be prepared within one year of receiving the Certificate of Occupancy. Upon request of the City, the Owner shall provide copies of the annual maintenance inspection reports within three (3) business days.

