

PRE ANNEXATION AGREEMENT

Between Outagamie County and the City of Appleton

THIS AGREEMENT is made and entered this ____ day of _____, 2020, by and between the City of Appleton, a Wisconsin municipal corporation, ("CITY"), Outagamie County, Wisconsin, a quasi-municipal corporation ("COUNTY"), hereinafter collectively identified as the "PARTIES".

RECITALS

WHEREAS, there are sixteen (16) parcels of land located in the COUNTY identified as the following described real estate, together with the rents profits, fixtures and other appurtenant interests:

Parcel Identification Numbers: 101002000, 101000100, 101002800, 101002400, 101005200, 101004800, 101002200, 101000400, 101000600, 101000200, 101001000, 101000300, 101001500, 101001900, 101001600, 101000700; further depicted in Exhibit A.

WHEREAS, the COUNTY has an interest in annexing the above-described county-owned property, which constitutes Plamann Park (hereinafter "PROPERTY"), for the sole purpose of installation of sewer and water infrastructure to the PROPERTY;

WHEREAS, the CITY is interested in the PROPERTY in its efforts to provide sewer and water services to areas within and surrounding the PROPERTY and by providing said infrastructure to and through the PROPERTY will greatly reduce the cost of providing sewer and water to these areas;

WHEREAS, the COUNTY and CITY mutually desire the PROPERTY continue to function as a County Park for the foreseeable future and believe it is in the public's interest that the PROPERTY'S operations continue under the exclusive management and control of the COUNTY;

WHEREAS, the COUNTY and CITY desire to enter into this agreement pursuant to §66.0301, Wis. Stats.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 TERMS OF ANNEXATION

- 1.1 The PARTIES agree that the promises set forth below in the agreement between the COUNTY and CITY.
- 1.2 **Parcels subject to the Agreement.** The PARTIES agree that the only parcel(s) subject to this Annexation Agreement is/are the parcel(s) contained within Plamann Park as identified in the Recitals section. No other parcels are annexed to the CITY, and no party has made promises nor

have expectations that other COUNTY parcels will be annexed to the CITY within this or future agreements.

1.3 General Terms.

- a. The COUNTY agrees to annex the above-identified parcels, more further described in Exhibit A, to the CITY for the purpose of running sewer and water from Ballard Road to Meade Street and Broadway Drive which will run through the PROPERTY.
- b. The COUNTY will retain jurisdiction of the PROPERTY'S park functions in accordance with Wis. Stat. § 27.075.

1.4 City Consideration. In Consideration for COUNTY'S agreement to annex the PROPERTY, the CITY agrees to provide the following:

- a. To pay for the materials, labor, and other costs and fees the estimated amounts as outlined as the responsibility of the CITY in the attached estimate attached as Exhibit B. The PARTIES agree that any underestimate in costs does not relieve each respective party of their obligations to pay the items listed on Exhibit B and all PARTIES agree they are responsible for their assigned cost regardless of total final amount. In the event that costs are greater or lesser than estimated, each PARTY'S respective share shall be proportionate to the percentage of cost attributed to that party in Exhibit. B.
- b. CITY agrees to pay for costs associated with any sewer or water laterals it requests be added to those set forth in Exhibit B.
- c. CITY shall pay for all design, engineering and permitting costs related to the sewer and water project. CITY shall provide timely design, engineering, and permitting for the installation of water and sewer services in a manner consistent with the current industry standards for a like project. CITY shall administer and manage the construction of the Sewer and Water Project. CITY shall invoice COUNTY for construction. CITY shall coordinate efforts with COUNTY Land Conservation staff to coordinate any corresponding streambank restoration projects.
- d. To provide and maintain an appropriate timeline for the installation of the sewer and water service to, and through, the PROPERTY, with construction anticipated to occur in 2021 unless mutually agreed otherwise by said PARTIES.
- e. CITY shall allow COUNTY continued use of private wells for the sole purpose of filling Plamann Lake and irrigation needs within the park. COUNTY shall have the right to maintain and replace and/or build new private wells serving this purpose so long as said property remains a COUNTY park.
- f. CITY shall prepare legal description and annexation map, meeting the standards of the Wisconsin Department of Administration's (hereinafter WDOA) annexation review submittal.

- g. CITY shall adopt an Annexation Ordinance approving the COUNTY annexation petition, upon review and concurrence by WDOA if required, and provide the COUNTY the following temporary zoning category Temporary Agricultural in accordance with Appleton Municipal Code Sec. 23-65 for a period not to exceed 90 days, during which time the City shall petition the Planning Commission to reassign the zoning of the property as P-I Public Institution.

1.5 **County Consideration.** For the above provisions COUNTY agrees to the following items:

- a. The COUNTY agrees to petition to annex the PROPERTY to the CITY via the Unanimous Approval Annexation Method, per §66.0217(2) Wis. Stats. Annexation Petition shall include any adjacent road right-of-way as required by CITY Annexation Policy. The annexation map shall illustrate the COUNTY shall dedicate 7' of right-of-way adjacent to Meade Street and Broadway Drive. Said property to be transferred to the CITY by a corresponding deed transfer. The COUNTY shall pay the required WDOA Annexation Review fee.
- b. To pay for the materials, labor, and other costs and fees the estimated amounts as outlined as the responsibility of the COUNTY in the attached estimate attached as Exhibit B. The PARTIES agree that any underestimate in costs does not relieve each respective party of their obligations to pay the items listed on Exhibit B and all PARTIES agree they are responsible for their assigned cost regardless of total final amount.
- c. COUNTY agrees to pay for costs associated with any sewer or water laterals it requests be added to those set forth in Ex. B.

ARTICLE II FUTURE COSTS AND SERVICES

2.1 **Parties Intent.** The PARTIES are entering into this agreement with the understanding that certain services will be provided by both entities going forward and that both parties will bear the cost of providing said services.

- a. **County Services.** The COUNTY agrees to retain, fund, and perform all aspects of the following with regard to the PROPERTY:
 - i. Oversight of daily operations, functions and maintenance (both long and short term) subsequent to the annexation to the City of Appleton.
 - ii. All managerial duties, rulemaking, and enforcement regarding the PROPERTY'S use by the public, user groups, organized sports organizations, special events and the like.
 - iii. Law enforcement support to CITY law enforcement officers as needed.
 - iv. All budgetary management.
- b. **City Services.** The CITY agrees to fund, and perform all aspects of the following:
 - i. Provide fire and rescue services to the PROPERTY and its users.

- ii. Act as primary provider for law enforcement services with the exception of violations of County Park Rules or County Ordinances which shall be referred to the County Parks Director or Sheriff for enforcement as appropriate.

**ARTICLE IV
ENVIRONMENTAL INDEMNIFICATION**

- 4.1 **Definitions.** The following terms shall have the following meanings for purposes of this Agreement:
- 4.2 **Hazardous Substances.** “Hazardous Substance” means any substance:
- a. the presence of which requires investigation, clean-up, removal or other remediation under any federal, state or local statute, regulation, ordinance, order, action policy or common law; or
 - b. which is or becomes defined as a contaminant, a solid waste, a hazardous waste, a toxic waste, a hazardous substance, a pollutant, chemical, substance or material or any other substance subject to control under any applicable environmental law, now or hereafter in effect, including without limitation: the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et. seq.: the Clean Air Act, 42 U.S. C. § 7401 et seq.: the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §6901 et seq.: the Toxic Substance Control Act, 15 U.S.C. § 2601 et seq.; or under the laws of the State of Wisconsin or under any other applicable environmental law, whether now existing or hereafter in effect (the “Environmental Laws”); or
 - c. which is toxic, explosive, corrosive, flammable, infections, radioactive, carcinogenic, mutagenic, or otherwise hazardous; or
 - d. the presence of which on the PROPERTY causes or threatens to cause a nuisance upon the PROPERTY or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the PROPERTY.
- 4.3 **Environmental Requirements.** “Environmental Requirements” mean all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits or orders of all governmental agencies, departments or instrumentalities of the United States, the State of Wisconsin and political subdivisions thereof and all applicable judicial administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including without limitation, all requirements pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened release of Hazardous Substance whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, or land, or relating to the manufacture, processing, distribution, use, treatment, storage disposal, transport, or handling of Hazardous Substance, and all requirements pertaining to the protection of the health and safety of employees or the public.
- 4.4 **Environmental Damages.** “Environmental Damages” means all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs, and

- 5.2 Notice shall be deemed received three (3) days after the mailing thereof. Either party may at any time change the address for notice of such party by mailing a notice to the other party.
- 5.3 **Captions.** The captions of Articles and Section are convenience of reference only, and shall not affect the construction to be given any provision hereof.
- 5.4 **Entire Agreement.** This Agreement contains the entire Agreement between the parties with respect to the subject matter hereof, supersedes all prior agreements or understandings, if any, with respect thereto, and may not be amended, supplemented or terminated, nor shall any obligation or condition be deemed waived, except by a written instrument signed by the party to be charged.
- 5.5 **Third party beneficiaries.** The parties do not intend to confer any benefits hereunder on any person other than the parties hereto.
- 5.6 **No Assignment.** The CITY and the COUNTY agree that there will be no assignment or transfer of this Agreement, nor of any interest in this Agreement.
- 5.7 **Venue.** This Agreement shall be governed by the laws of the State of Wisconsin and venue shall lie in the Circuit Court for and in Outagamie County, Wisconsin.
- 5.8 **Length of Agreement.** The CITY, and COUNTY, all hereby agree that the term of this contract shall be indefinite, unless modified by the PARTIES in writing.

SIGNATURES BEGIN ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, this Agreement has been executed by the parties, as of the day and year first above written.

OUTAGAMIE COUNTY, WISCONSIN

By: _____
Thomas M. Nelson
Outagamie County Executive

By: _____
Jeff Nooyen
Outagamie County Board Chair

By: _____
Lori J. O’Bright
Outagamie County Clerk

State of Wisconsin)
 : ss.
Outagamie County)

Personally came before me this _____ day of _____, 2020, the above-named Thomas M. Nelson, Jeff Nooyen and Lori J. O’Bright to me known to be the persons who executed the foregoing Agreement and acknowledged the same.

Becky Meulemans
Notary Public, State of Wisconsin
My commission expires 1/16/2023

Approved as to form:

Kyle J. Sargent
Deputy Corporation Counsel

SIGNATURES CONTINUE ON THE FOLLOWING PAGE

CITY OF APPLETON

By: _____
Timothy M. Hanna, Mayor

Attest: _____
Kami Lynch, City Clerk

State of Wisconsin)
 : ss.
Outagamie County)

Personally came before me this _____ day of _____, 2020, the above-named Timothy M. Hanna, Mayor and Kami Lynch, City Clerk to me known to be the persons who executed the foregoing Agreement and acknowledged the same.

Printed Name: _____
Notary Public, State of Wisconsin
My commission expires: _____

Approved as to form:

James P. Walsh, City Attorney

This Agreement was drafted by:
Attorney Kyle J. Sargent
Outagamie County
Deputy Corporation Counsel

&

Attorney James Walsh
City of Appleton
City Attorney
City Law A19-0159
Last Update: 2/5/2020

ANNEXATION - PLAMANN PARK

PARCEL: 101002000, 101000100, 101002800, 101002400, 101005200, 101004800, 101002200, 101000400, 101000600, 101000200, 101001000, 101000300, 101001500, 101001900, 101001600 and 101000700

Owner: Outagamie County

Document #640137, #689506, #485497, #558416 and #485540

Part of the Fractional Northwest Quarter (NW $\frac{1}{4}$), the Fractional Northeast Quarter (NE $\frac{1}{4}$), the North One-Half (N $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) and the North One-Half (N $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section One (1), Township Twenty-One (21) North, Range Seventeen (17) East, Town of Grand Chute, Outagamie County, Wisconsin, and described as follows:

Commencing at the Northwest corner of said Section 1 and being the point of beginning;

Thence South 89°22'34" East 876.10 feet coincident with the North line of the Fractional NW $\frac{1}{4}$ of said Section 1 to the Northeast corner of lands described in Volume 965 on Page 249 as Document No.689506 of the Outagamie County Register of Deeds Office;

Thence South 00°37'26" West 359.84 feet coincident with the East line of lands described in Volume 965 on Page 249 as Document No.689506 of the Outagamie County Register of Deeds Office;

Thence North 65°34'26" East 114.28 feet (recorded as N.65°32'E. 114.28 feet);

Thence North 88°29'26" East 335.01 feet (recorded as N.88°19'45"E. 335.00 feet);

Thence North 00°00'34" West 10.00 feet (recorded as N.00°10'15"W. 10.00 feet);

Thence South 89°22'34" East 666.37 feet (recorded as S.89°32'15"E. 666.00 feet);

Thence South 81°18'26" East 242.20 feet (recorded as S.81°29'15"E. 242.1 feet);

Thence North 00°02'58" West 323.00 feet (recorded as being the W/L of the E. 18.57 Acres of the NW $\frac{1}{4}$ Section 1) to the North line of the Fractional NW $\frac{1}{4}$ of Section 1;

Thence South 89°22'34" East 432.33 feet coincident with the North line of the Fractional NW $\frac{1}{4}$ of said Section 1 to the N $\frac{1}{4}$ Corner of said Section 1;

Thence South 89°33'20" East 2530.56 feet coincident with the North line of the Fractional NE $\frac{1}{4}$ of said Section 1 to the City of Appleton Corporate limits;

Thence South 00°26'40" West 33.00 feet coincident with the existing City of Appleton corporate limits;

Thence South 89°33'20" East 67.44 feet coincident with the existing City of Appleton corporate limits;

Thence South 00°06'49" East 755.52 feet coincident with the existing City of Appleton corporate limits;

Thence South 16°35'03" West 104.41 feet coincident with the existing City of Appleton corporate limits;

Thence South 00°06'49" East 412.49 feet coincident with the existing City of Appleton corporate limits to the Northwesterly line of Apple Creek Road;

Thence South 40°42'35" West 149.73 feet coincident with the Northwesterly line of Apple Creek Road to the most Easterly corner of Lot 1 of Parkview Terrace;

Thence North 13°31'25" West 783.40 feet, (recorded as North 12°45' West 783.40 feet) coincident with the Easterly line of Parkview Terrace to the most Easterly corner of Lot 7 of Parkview Terrace;

Thence North 76°49'25" West 984.00 feet, (recorded as North 76°03' West 984.00 feet) coincident with the Northerly line of Parkview Terrace and then the First Addition to Parkview Terrace to the Northwest corner of Lot 18 of the First Addition to Parkview Terrace;

Thence South 89°52'35" West 56.24 feet, (recorded as North 89°21' West 56.24 feet) coincident with the Northerly line of the First Addition to Parkview Terrace to the Northwest corner of Lot 19 of the First Addition to Parkview Terrace;

Thence South 00°07'25" East 902.00 feet, (recorded as South 00°39' West 902.0 feet) coincident with the West line of the First Addition to Parkview Terrace to the Southwest corner of Lot 24 of the First Addition to Parkview Terrace;

Thence North 89°52'35" East 56.24 feet, (recorded as South 89°21' East 56.24 feet) coincident with the South line of Lot 24 of the First Addition to Parkview Terrace;

Thence South 00°10' East 553.10 feet, coincident with the West line of the First Addition to Parkview Terrace and the extension thereof to the Northwest corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 1, T.21N., R.17E, as surveyed and monumented;

ANNEXATION - PLAMANN PARK

Thence South 00°04' East 426.00 feet to the Southwest corner of a parcel of land in the North 3.5 Acres of the NE ¼ of the SE ¼ of said Section 1 as described in a Warranty Deed recorded as Document Number 2108886 of the Outagamie County Register of Deeds Office;

Thence North 89°56' East 189.60 feet (recorded as East 167 feet) coincident with the South line of a parcel of land in the North 3.5 Acres of the NE ¼ of the SE ¼ of said Section 1 as described in a Warranty Deed recorded as Document Number 2108886 of the Outagamie County Register of Deeds Office to the Centerline of Apple Creek Road;

Thence South 33°16'52" West 112.18 feet coincident with the centerline of Apple Creek Road;

Thence South 13°08'49" West 384.56 feet coincident with the centerline of Apple Creek Road to the North line of Certified Survey Map No.4591;

Thence South 89°52'16" West 791.17 feet coincident with the North line of Certified Survey Map No.4591 to the Northwest corner thereof and also the East line of Parkview South;

Thence North 01°11'22" East 350.75 feet coincident with the East line of Parkview South;

Thence South 88°01'22" West 584.84 feet coincident with a North line of Parkview South;

Thence North 00°12'38" West 547.40 feet coincident with a East line of Parkview South;

Thence South 89°18'09" West 663.15 feet coincident with the North line of Parkview South to the Northwest corner thereof;

Thence South 00°33'39" West 1323.45 feet coincident with the West line of Parkview South and the First Addition to Parkview South to the South line of the N ½ of the Southwest ¼ of said Section 1;

Thence South 89°28'34" West 1749.24 feet coincident with the South line of the N ½ of the Southwest ¼ of said Section 1 to a point 217.70 feet North 89°28'34" East of the West line of the Southwest ¼ of said Section 1;

Thence North 00°29'48" West 100.00 feet;

Thence South 89°28'34" West 184.70 feet to the East line of Meade Street (33 foot ½ r/w);

Thence North 00°29'48" West 1221.15 feet coincident with the East line of Meade Street to the North line of the Southwest ¼ of said Section 1;

Thence North 89°23'14" East 270.30 feet coincident with the North line of the Southwest ¼ of said Section 1 to the Southeast corner of Certified Survey Map No.6277;

Thence North 00°04'54" West 600.00 feet coincident with the East line of Certified Survey Map No.6277 to the Northeast corner thereof;

Thence South 89°23'14" West 302.43 feet coincident with the North line of Certified Survey Map No.6277 to the West line of the Fractional Northwest ¼ of said Section 1;

Thence North 00°00'05" East 1379.00 feet coincident with the West line of the Fractional Northwest ¼ of said Section 1 to the Northwest corner thereof and being the point of beginning.

LESS AND EXCEPTING ALL THAT PART OF THE AFORE DESCRIBED LANDS CONTAINED WITHIN THE APPLE CREEK ROAD RIGHT OF WAY.

AS A CONDITION OF ANNEXATION THE ABOVE LISTED OWNERS HEREBY AGREE TO DEDICATE A PORTION OF LAND AS PUBLIC RIGHT OF WAY BEING DESCRIBED AS FOLLOWS:

The North 40 feet of the above described land area that is adjacent to the North line of the Fractional Northwest Quarter (NW ¼) and the Fractional Northeast Quarter (NE ¼) of Section One (1), Township Twenty-One (21) North, Range Seventeen (17) East, Town of Grand Chute, Outagamie County, Wisconsin

AND
 The West 40 feet of the above described land area that is adjacent to the West line of the Fractional Northwest Quarter (NW ¼) and the Southwest Quarter (SW ¼) of Section One (1), Township Twenty-One (21) North, Range Seventeen (17) East, Town of Grand Chute, Outagamie County, Wisconsin.

Exhibit B

Cost Estimate for Northside San extension					Ballard & Apple Creek Ct. to Broadway	City Portion	County Portion	
Item#	Description	Unit	Unit Price \$	Quantity Design				
1	F&I 4"6" Sanitary Lateral (Pavilion, Pop Warner, Office/Maint, Montessori, bathhouse, shelter, and future bldg)	lin ft	\$22.50	978	\$22,005			
2	F&I 8" Private Sanitary Interceptor (Montessori, bathhouse, Pop Warner, Pavilion)	lin ft	\$35.00	2320	\$81,200			
3	F&I Private Sanitary Interceptor MH's (Montessori, bathhouse, Pop Warner, Pavilion)	vert ft	\$250.00	102	\$25,575			
4	F&I Private Sanitary Interceptor MH castings (Montessori, bathhouse, Pop Warner, Pavilion)	ea.	\$600.00	10	\$6,000	\$0	\$134,780	
5	F&I 8" Private Sanitary Interceptor (Children's Farm)	lin ft	\$35.00	1238	\$43,330			
6	F&I 4" Sanitary Lateral (Children's Farm)	lin ft	\$22.50	380	\$8,550			
7	F&I Private Sanitary Interceptor MH's (Children's Farm)	vert ft	\$250.00	42	\$10,400			
8	F&I Private Sanitary Interceptor MH castings (Children's Farm)	ea.	\$600.00	6	\$3,600			
9	F&I Water Service for Children's Farm (Assume 4" dia.)	lin ft	\$40.00	1075	\$43,000			
10	F&I 4" Gate Valves	ea.	\$1,000.00	2	\$2,000			
11	F&I Hydrant	ea.	\$3,950.00	1	\$3,950	\$0	\$114,830	
12	F&I 8" Sanitary Main (Broadway) - Shared Cost (50/50)	lin ft	\$40.00	870	\$34,800	\$17,400	\$17,400	
13	F&I 10" Sanitary Main (Broadway) - 100% City cost.	lin ft	\$62.50	680	\$42,500	\$42,500	0	
13	F&I 10" Sanitary Main (s/o Broadway) - Shared cost.(50/50)	lin ft	\$62.50	394	\$24,625	\$12,313	\$12,313	
14	F&I 15" Sanitary Main (elo Meade St) - 100% City Cost.	lin ft	\$75.00	657	\$49,275	\$49,275	0	
15	F&I 15" Sanitary Main (w/in Park) - Shared cost (City pays size over 8" main)	lin ft	\$75.00	1857	\$139,275	\$64,995	\$74,280	
16	F&I 18" Sanitary Main - Shared cost (City pays size over 8" main)	lin ft	\$125.00	4582	\$572,750	\$389,470	\$183,280	
17	F&I Sanitary MH - 100% City cost	vert ft	\$265.00	39.3	\$10,415	\$10,415	0	
18	F&I Sanitary MH - Shared Cost (50/50)	vert ft	\$265.00	530.0	\$140,450	\$70,225	\$70,225	
19	F&I Sanitary Castings - 100% City Cost	ea.	\$600.00	3	\$1,800	\$1,800	0	
20	F&I Sanitary Castings - Shared cost (50/50)	ea.	\$600.00	31	\$18,600	\$9,300	\$9,300	
21	F&I Surface Restoration - Shared cost 50/50 (Used \$50/ton, 1 cu yd = 3915#, \$25K labor/equip.)	i.s.	\$125,000.00	1	\$125,000	\$62,500	\$62,500	
21	F&M Erosion Controls - Shared cost 50/50	i.s.	\$30,000.00	1	\$30,000	\$15,000	\$15,000	
22	F&M Temporary Traffic Control - Shared cost 50/50	i.s.	\$15,000.00	1	\$15,000	\$7,500	\$7,500	
25	F&M Message Board 50/50 - Shared Cost 50/50	day	\$155.00	20	\$3,100	\$1,550	\$1,550	
						\$754,242	\$453,348	
26	Sanitary Area Assessment - Plamann Park	1000 sq ft	\$25.35	11,194,920.00	\$283,791	\$0	\$283,791	
27	F&I 8" Water Main	lin ft	\$50.00	5765	\$288,250			
28	F&I 6" Water Service (School)	lin ft	\$45.00	135	\$6,075			
29	F&I Fire Hydrant	ea.	\$3,950.00	9	\$35,550			
30	F&I 6" Hydrant Lead	lin ft	\$65.00	180	\$11,700			
31	F&I 16" Gate Valve w/box	ea.	\$8,500.00	2	\$17,000			
32	F&I 8" Gate Valve w/box	ea.	\$2,000.00	12	\$24,000			
33	F&I 6" Gate Valve w/box	ea.	\$1,500.00	10	\$15,000			
34	F&I Service Connection	ea.	\$350.00	6	\$2,100			
35	F&I 2" Water Service	lin ft	\$75.00	1285	\$96,375			
36	F&I 8" Bend	ea.	\$450.00	24	\$10,800			
37	F&I 6" Bend	ea.	\$300.00	2	\$600	\$17,000	\$490,450	
38	Contingency - Shared cost 50/50	15%			\$337,266.11	\$168,633	\$168,633	
Totals :					\$2,585,707	\$939,875	\$1,645,832	
						\$771,242	\$1,477,199	Sub total's w/o Con
							\$168,633	
Not included in estimate is any laterals to lots between Ballard Rd and entrance to Plamann Park at Apple Creek Rd.							Cost per site	