

RESOLUTION NO. R-81-12

A RESOLUTION AUTHORIZING THE EXECUTION OF
A RECAPTURE AGREEMENT FOR THE MORE ESTATES SUBDIVISION
(1425 S. GABLES BOULEVARD)

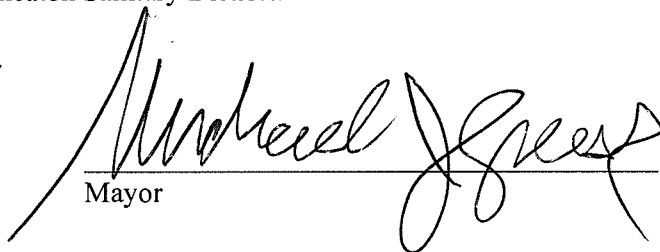
WHEREAS, Chapter 50 of the Wheaton City Code, "Recapture Agreements and Financing Certain Municipal Improvements" authorizes the City to enter into recapture agreements for the reimbursement of certain costs associated with the construction of public improvements;

WHEREAS, on June 11, 2012, the Wheaton City Council held a public hearing in accordance with the provisions of Chapter 50 of the Wheaton City Code to consider a proposed recapture agreement presented by the Wheaton Sanitary District for certain costs incurred with the construction of public improvements for the More Estates Subdivision.

NOW, THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois that the Mayor is authorized to sign a recapture agreement between the City of Wheaton and the Wheaton Sanitary District dated October 15, 2012, and the City Clerk is authorized and directed to attest to the signature of the Mayor.

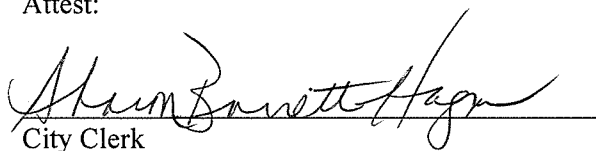
BE IT FURTHER RESOLVED that the recapture agreement shall be recorded in the office of the DuPage County Recorder at the expense of the Wheaton Sanitary District.

ADOPTED the 15th day of October, 2012.



Mayor

Attest:



City Clerk

Roll Call Vote

Ayes: Councilman Suess
Councilwoman Ives
Councilman Mouhelis
Councilman Rutledge
Mayor Gresk
Councilwoman Pacino Sanguinetti
Councilman Scalzo

Nays: None

Absent: None

Motion Carried Unanimously



RECAPTURE AGREEMENT

This Recapture Agreement ("Agreement") made and entered into this 15th day of October 2012, by and between the CITY OF WHEATON, an Illinois municipal corporation (hereinafter referred to as the "City"), and WHEATON SANITARY DISTRICT, an Illinois municipal corporation, (hereinafter referred to as the "Owner"):

WITNESSETH:

WHEREAS, the City is an Illinois Municipal corporation exercising home rule powers pursuant to Article VII of the Constitution of Illinois, 1970, and pursuant to Chapter 50 of the Wheaton City Code; and

WHEREAS, Owner is the legal or beneficial owner of the real property legally described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "**Subject Property**"); and

WHEREAS, the Subject Property is located within the corporate limits of the City; and

WHEREAS, the Subject Property constitutes a 4.4 acre parcel of vacant land which is being subdivided into eight (8) buildable single family lots and one (1) stormwater detention outlot (hereinafter referred to as the "**Subdivision**"); and

WHEREAS, the City has recognized that certain public improvements need to be modified or added to service the Subdivision; and

WHEREAS, certain public improvements are required by the City; and

WHEREAS, the Owner shall install the public improvements required by the City; and

WHEREAS, the installation of certain of such public improvements to serve the Subject Property which are defined in Section 4 as the Recapture Improvements will, in the opinion of the corporate authorities of the City, provide a benefit for and will be used by the persons or entities constituting the owner or owners (hereinafter referred to collectively as

the "**Benefitted Owner**") of the property legally described in Exhibit "B" attached hereto and made a part hereof (hereinafter referred to as the "**Benefitted Property**"); and

WHEREAS, the Owner is desirous of obtaining from the City an agreement that upon the first to occur of the request by the Benefitted Owner or its authorized agent for (i) annexation, (ii) subdivision approval or (iii) building permit approval by the City for all or any portion of the Benefitted Property (individually a "**Recapture Event**" and collectively "**The Recapture Events**"), the Benefitted Owner shall (a) as to the More Court Recapture Improvements, as identified in Exhibit "C", to which the Benefitted Property makes connection and (b) as to all of the Gables Boulevard Recapture Improvements, as identified in Exhibit "C", be required to contribute its pro rata share toward the cost of the design, supervision, permitting, securing and installation of the applicable Recapture Improvements; and

WHEREAS, the Corporate Authorities of the City caused to be conducted a hearing on this proposed Recapture Agreement, said hearing having been conducted on June 11, 2012, at the Wheaton City Hall, pursuant to notice.

NOW THEREFORE, in consideration of the foregoing premises and the covenants and conditions, the adequacy and sufficiency of which the parties hereto hereby acknowledge, the parties agree as follows:

1. **Improvements to be Completed.** The Owner shall cause the public improvements referenced in paragraph 4, and as required by the City, to be substantially completed following the recordation of the final plat for the subdivision of the Subject Property.

2. **Conveyance of Improvements.** The Owner hereby agrees to transfer all of its rights, titles, and interest in and to said improvements installed on the Subject Property or located within the public right-of-way and easements adjacent to the Subject Property and/or the Benefitted Property to the City, by executing a Bill of Sale therefore in favor of the City in a form acceptable to the City Attorney. The work shall be done subject to the inspection and approval of the City Engineer. The City hereby agrees to accept such a Bill of Sale and shall, subsequent to said conveyance, use, operate, and maintain said improvements. The Owner for the work herein specified guarantees that the workmanship and material furnished under the specifications and used in said work will be furnished and performed in accordance with well know established practices and standards recognized by engineers in the trade. All such work is

to be new and of the best grade of their respective kinds for the purpose. All materials and workmanship will be guaranteed by the Owner pursuant to applicable ordinances of the City. Prior to the start of construction, the Owner shall enter into a Subdivision Improvement Agreement (SIA) with the City and shall submit a Letter of Credit in the amount of one hundred twenty five percent (125%) of the proposed engineering cost figures or one hundred ten percent (110%) of the actual costs of the project to secure performance under the SIA and this Agreement. Upon the completion of the said public improvements, and the acceptance thereof by the City, ten percent (10%) of the original amount of this Letter of Credit will be retained by the City for a period of one (1) year from the date of completion so as to secure the Owner's guarantee of the Improvements set forth in the SIA.

3. **Benefited Property.** The Corporate authorities of the City have determined that the parcel of property described in Exhibit "B" attached hereto and referred to herein as the Benefited Property will benefit from the construction of certain of said improvements referred to in paragraph 1.

4. **Benefiting Improvements, Recapture Expenses.** Attached hereto as Exhibit "C" is a schedule of those elements of the required public improvements referred to in paragraph 1, deemed by the Corporate authorities of the City to provide a benefit to the Benefitted Owner and the Benefitted Property ("**Recapture Improvements**") together with a list of the categories and estimated amount of the expenses associated with and attributable to the Recapture Improvements determined to be suitable for recapture and allocable to the Benefitted Property at the rate of fifty percent (50%) of the total of said costs. ("**Estimated Recapture Expense**").

In the event the actual total cost of the Recapture Improvements is less than the Estimated Recapture Expense, such reduced cost shall be applied on a pro rata basis by way of an amendment to this Agreement. In the event the actual total cost of the Recapture Improvements is more than the Estimated Recapture Expense, and provided any such increased cost is approved by the City Engineer prior to installation, such increased cost shall be applied on a pro rata basis by way of an amendment to this Agreement. Upon completion of the public improvements, Owner shall furnish the City with paid bills and lien waivers for the work performed. Fifty percent (50%) of the total actual cost of the Recapture Improvements as approved by the City Engineer, and as identified in the applicable amendment to this Agreement

if said amount is more or less than the Estimated Recapture Expense, is referred to herein as the **“Recapture Expense”**.

The Recapture Expense shall bear annual interest at the rate of three and one-half percent (3.5%) per annum from and after the date of the acceptance by the City of the Recapture Improvements and approval of the amount of the Recapture Expense by the City Engineer, unless a lesser rate is otherwise from time to time mandated by applicable law, in which event the lesser rate shall apply.

5. Collection of Recapture Expense. The City shall assess against and collect from the Benefitted Owner, owning all or any portion of the Benefitted Property, its successors and assigns, the Recapture Expense. At such time as a Benefitted Owner or its agent causes a Recapture Event to occur as to all or any portion of the Benefitted Property, the City shall collect from such Benefitted Owner or agent that amount of the Recapture Expense commensurate with the portion of the Benefitted Property affected and/or the applicable use of or frontage on the Recapture Improvements .

6. Payment of Recapture Expense. All Recapture Expense collected by the City pursuant to this Agreement shall be paid to the Owner or his successors or assigns within sixty (60) days after collection by the City. It is understood and agreed that the City's obligation to reimburse the Owner shall be limited to funds collected from such Recapture Expense and payments made hereunder shall be made solely out of said funds. This Agreement shall not be construed as creating any obligation upon the City to make payments from its general Corporate funds or revenue.

7. City's Obligations. The City and its officers, employees, and agents, shall make all reasonable efforts to make collections of Recapture Expenses. Neither the City or any of its officials or employees shall be liable in any manner for failure to make such collections, and the Owner agrees to hold the City, its officers, employees, and agents, harmless for the unintentional failure to collect said fees. However, the Owner or City may sue any party owing Recapture Expenses for collection, and in the event the Owner prosecutes a collection law suit, the City agrees to cooperate in its collection attempts by allowing full and free access to its books and records. In the event the City and any of its agents, officers, or employees is made a party Defendant in any actual or threatened litigation arising out of or resulting from this Agreement and/or the City's execution thereof, the Owner or it heirs, successors, assigns, and purchasers,

shall defend such litigation, including the interest of the City, and shall further release and hold the City harmless from any Judgment entered against the Owner and/or the City and shall further indemnify the City from any loss resulting therefrom, including reasonable attorney's fees.

8. **City's Collection of Other Fees and Charges.** Nothing shall limit or in any way affect the rights of the City to collect other fees and charges pursuant to City ordinances, resolutions, motions, or policies, as the fees provided for herein are in addition to such other City fees and charges.

9. **Term.** This Recapture Agreement shall be in full force and effect for a period of twenty (20) years from the date hereof, unless sooner terminated by the Agreement of the parties hereto or by the completion of all duties to be performed hereunder.

To the extent that the owner(s) of the Benefited Property, or any portion thereof fail to annex to the City, request subdivision approval by the City or apply for a building permit from the City within the said twenty (20) years, then this Recapture Agreement, and each and every duty or undertaking set forth herein, shall become null and void and of no further force and effect.

10. **Lien.** Upon completion of the public improvements which are the subject of this Agreement and verification by the City Engineer of the reasonable costs of said improvements, such sum shall constitute a lien against the Benefited Property and each parcel or lot from time to time contained therein, in the amount of the Recapture Expense, plus interest provided herein.

11. Miscellaneous Provisions.

A. **Amendment:** This Agreement may be amended upon the mutual consent of the parties hereto from time to time by written instrument and in conformity with all applicable statutory and ordinance requirements, and without the consent of any other person or corporation owning the Benefited Property of any portion thereof, provided not less than fifteen (15) days prior written notice is mailed to the then real estate tax assessee for the Benefitted Property as identified in the records of DuPage County.

B. **Binding Effect:** Except as otherwise herein provided, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Owner and any successor municipal corporation of the City.

C. Enforcement: Any party to this Agreement, or their respective successors or assigns may either in law or in equity, by suit, action, mandamus, or other proceedings, enforce and compel performance of this Agreement.

D. Recordation: A true and correct copy of this Recapture Agreement, shall be recorded by the City with the DuPage County Recorder of Deeds, so as to provide owner(s) of the Benefited Property, its successors and assigns, with notice of the terms hereof. The cost of such recordation shall be paid by the Owner.

E. Notices:

If to City: City of Wheaton
303 W. Wesley Street
Wheaton, IL 60187

With a copy to: Walsh, Knippen, Knight & Pollock, Chtd.
2150 Manchester Road, Suite 200
Wheaton, IL 60187

If to Owner: Wheaton Sanitary District
Attn: Executive Director
1S649 Shaffner Road
P.O. Box 626
Wheaton, IL 60189-0626

With a copy to: Peregrine, Stime, Newman, Ritzman & Bruckner, Ltd.
Attn: Roger Ritzman
221 E. Illinois Street
Wheaton, IL 60187

or at such other place or places as the parties may from time to time designate in writing.

F. Severability: The invalidity or unenforceability of any of the provisions hereof, or of any charge imposed as to any portion of the property deemed benefited, shall not affect the validity or enforceability of the remainder of this Agreement or the charges imposed.

G. Complete Agreement: This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other prior agreement (oral or otherwise) regarding the subject matter of this Agreement shall be deemed to exist to bind the parties.

H. Captions and Paragraph Headings: The captions and paragraph headings incorporated herein are for convenience only and are not part of this Agreement, and further shall not be used to construe the terms hereof.

I. Governing Law: This Agreement and the application of the terms contained herein shall be governed by the laws of the State of Illinois.

J. No Assumption or Obligation: Notwithstanding anything contained herein to the contrary, it is understood and agreed by and between the parties hereto that nothing contained herein shall in any manner be construed to constitute an assumption or undertaking by Owner to construct or complete the subject improvements on the Subject Property and/or the Benefited Property. The City agrees and acknowledges that the construction of the said public improvements by Owner shall be in the sole discretion of the Owner and that the Owner's subsequent election not to proceed with the construction of said public improvements shall not result in any claim, right, or cause of action by the City or any other interest party against the Owner as a result thereof. Non-performance by Owner shall terminate the City's obligations provided herein and the recapture rights of Owner.

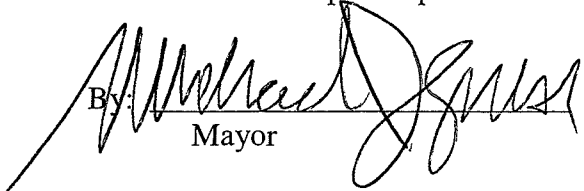
IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the day and date first written above.

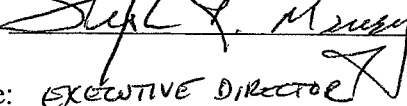
CITY:

OWNER:

THE CITY OF WHEATON,
An Illinois municipal corporation

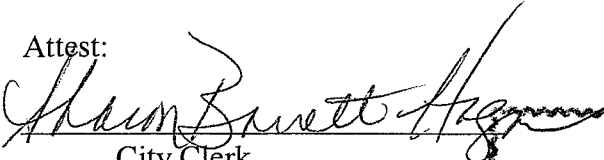
WHEATON SANITARY
DISTRICT, an Illinois
municipal corporation

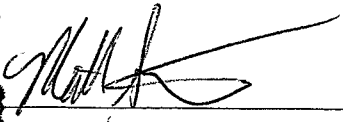
By: 
Mayor

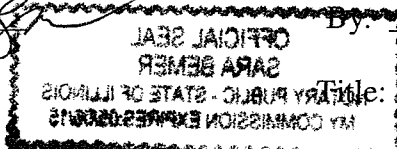
By: 
Title: EXECUTIVE DIRECTOR

Attest:

Attest:


City Clerk

By: 
Title: Project Engineer



STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

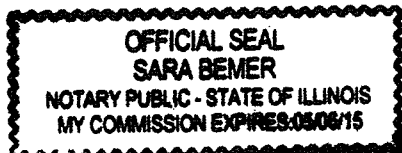
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael J. Gresk, Mayor of the City of Wheaton, Illinois and Sharon Barrett-Hagen, City Clerk of the City of Wheaton, Illinois, who are personally know to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and City Clerk, respectively, appeared before me this date in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the City of Wheaton, a municipal corporation, for the uses and purposes therein set forth; and the said City Clerk then and there acknowledged that she, as custodian of the corporation, did affix the seal of said corporation to said instrument as her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16 day of October, 2012.

Sara Bemmer

Notary Public

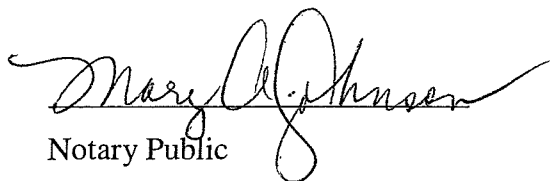
My Commission Expires:



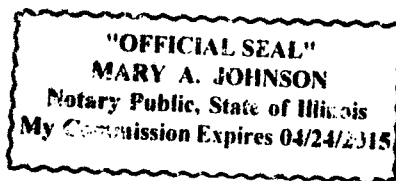
STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that STEPHEN R. MANDY, ^{MARK} STRECHER, and _____,
_____, of WHEATON SANITARY DISTRICT, an Illinois municipal corporation, who are
personally known to me to be the same persons whose names are subscribed to the foregoing
instruments as such ^{EXECUTIVE} DIRECTOR and ^{President} EXECUTIVE, respectively, appeared before me this day in
person and acknowledged that they signed and delivered the said instrument as their own free
and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes
therein set forth; and the said ^{EXECUTIVE} DIRECTOR then and there acknowledged that he, as custodian of
the records of the corporation, did affix the corporate seal of said corporation to said instrument
as his own free and voluntary act and as the free and voluntary act of said corporation, for the
uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 2nd day of NOVEMBER, 2012.


Notary Public

My Commission Expires:



SCHEDULE OF EXHIBITS

- | | |
|-------------|--|
| EXHIBIT "A" | Legal Description of Subject Property |
| EXHIBIT "B" | Legal Description of Benefitted Property |
| EXHIBIT "C" | Estimated Recapture Expense |

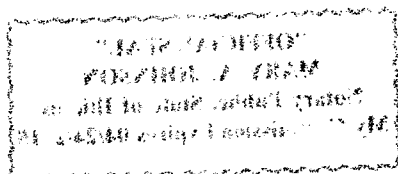


EXHIBIT "A"

LEGAL DESCRIPTION OF SUBJECT PROPERTY

THAT PART OF LOTS 1 AND 2 IN MAPLE KNOLL ACRES, BEING A SUBDIVISION OF PART OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 8, 1961 AS DOCUMENT 996078, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1 AND THENCE NORTH 42 DEGREES 44' 24" EAST, ALONG THE NORTHWESTERLY LINE OF SAID LOTS 1 AND 2, 780.12 FEET, TO THE NORTHWESTERLY CORNER OF SAID LOT 2, ALSO BEING THE CENTER LINE OF UNION DRAINAGE DITCH NO. 1; THENCE SOUTH 82 DEGREES 54' 00" EAST, ALONG A NORTHERLY LINE OF SAID LOT 2, ALSO BEING THE CENTER LINE OF SAID DITCH, 140.00 FEET; THENCE SOUTH 52 DEGREES 32' 00" EAST, ALONG A NORTHERLY LINE OF SAID LOT 2, ALSO BEING THE CENTER LINE OF SAID DITCH, 129.00 FEET, TO THE NORTHEASTERLY CORNER OF SAID LOT 2, ALSO BEING THE NORTHWESTERLY RIGHT OF WAY LINE OF THE DUPAGE COUNTY PARKWAY BEING THE FORMER CHICAGO, AURORA & ELGIN RAILROAD; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY, HAVING A RADIUS OF 1467.0 FEET, AN ARC DISTANCE OF 589.13 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 2, ALSO HAVING A CHORD BEARING OF SOUTH 40 DEGREES 30' 36" WEST AND A CHORD DISTANCE OF 585.18 FEET; THENCE NORTH 50 DEGREES 44' 05" WEST, 198.58 FEET TO A POINT; THENCE SOUTH 39 DEGREES 15' 55" WEST, 238.02 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 1, ALSO BEING A NORTHERLY RIGHT OF WAY LINE OF GABLES BOULEVARD; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY LINE OF SAID LOT 1, 90.18 FEET, TO THE PLACE OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

PIN: 05-20-400-014

EXHIBIT "B"

LEGAL DESCRIPTION OF BENEFITTED PROPERTY

A. Legal Description:

TRACT 3 IN HADLEY ESTATES, BEING A SUBDIVISION OF PART OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 20, 1943 AS DOCUMENT 456070, IN DUPAGE COUNTY, ILLINOIS.

B. Address: 1421 Gables, Wheaton, IL 60187

C. Permanent Index Number: 05-20-400-010

EXHIBIT "C"

ESTIMATED RECAPTURE EXPENSE¹

| <u>ITEM</u> | <u>ESTIMATED COST</u> |
|--|------------------------------|
| A. More Court: | |
| 1. Total Estimated Cost of Recapture Improvements: | \$242,853.53 |
| 2. Estimated Recapture Expense Allocated to Benefitted Property | 121,426.76 |
| B. Gables Boulevard: | |
| 1. Total Estimated Cost of Recapture Improvements | \$103,960.73 |
| 2. Estimated Recapture Expense Allocated to Benefitted Property | \$ 51,980.36 |
| TOTAL ESTIMATED RECAPTURE EXPENSE | <u>\$173,407.12</u> |

See following 4 pages (pages 14-17) for itemization of components of the Estimated Recapture Expense.





More Court
Recapture Cost Estimate
5/31/2012

| Item | Quantity | Unit | Unit Cost | Total Cost |
|---|----------|------|------------|--------------------|
| Earthwork & Erosion Control | | | | |
| Clay Cut to Fill | 1,000 | CY | \$3.50 | \$3,500.00 |
| Stockpile Topsoil & Respread | 750 | CY | \$3.00 | \$2,250.00 |
| Silt Fence | 1,242 | LF | \$3.00 | \$3,726.00 |
| Inlet Erosion Protection | 5 | EA | \$250.00 | \$1,250.00 |
| Rip Rap @ FES Outlets | 3 | EA | \$500.00 | \$1,500.00 |
| SUBTOTAL | | | | \$12,226.00 |
| Paving | | | | |
| 1.5" CL I Surface Course | 2,146 | SY | \$4.25 | \$9,120.50 |
| 2.0" CL I Binder Course | 2,146 | SY | \$4.25 | \$9,120.50 |
| 6.5" Bituminous Aggregate Mixture (BAM) | 2,146 | SY | \$18.50 | \$39,701.00 |
| 8-6:12 Curb & Gutter | 1,242 | LF | \$15.00 | \$18,630.00 |
| SUBTOTAL | | | | \$76,572.00 |
| Sanitary Sewer | | | | |
| 8" PVC SDR-26 w/ Bedding | 535 | LF | \$28.00 | \$14,980.00 |
| 4' Dia. San. Manhole w/ Type 1 Closed Lid | 2 | EA | \$2,500.00 | \$5,000.00 |
| Trench Backfill | 50 | CY | \$25.00 | \$1,250.00 |
| Televising | 1 | LS | \$750.00 | \$750.00 |
| Testing | 1 | LS | \$750.00 | \$750.00 |
| SUBTOTAL | | | | \$22,730.00 |
| Storm Sewer | | | | |
| 12" RCP w/ Bedding | 208 | LF | \$18.00 | \$3,744.00 |
| 24" RCP w/ Bedding | 553 | LF | \$20.50 | \$11,336.50 |
| 30" RCP w/ Bedding | 178 | LF | \$26.00 | \$4,628.00 |
| 12" Concrete Flared End Section | 2 | EA | \$1,200.00 | \$2,400.00 |
| 30" Concrete Flared End Section | 1 | EA | \$1,500.00 | \$1,500.00 |
| 60" Dia. Manhole | 5 | EA | \$2,000.00 | \$10,000.00 |
| 60" Dia. Restrictor Manhole | 1 | EA | \$5,500.00 | \$5,500.00 |
| 72" Dia. Manhole | 1 | EA | \$2,500.00 | \$2,500.00 |
| 48" Dia. Catch Basin | 2 | EA | \$1,500.00 | \$3,000.00 |
| 48" Dia. Manhole | 1 | EA | \$1,450.00 | \$1,450.00 |
| 24" Dia. Inlet | 2 | EA | \$750.00 | \$1,500.00 |
| Trench Backfill | 300 | CY | \$25.00 | \$7,500.00 |
| Televising | 1 | LS | \$750.00 | \$750.00 |
| SUBTOTAL | | | | \$55,808.60 |



Water Main & Appurtenances

| | | | | |
|---------------------------------------|-----|----|------------|-------------|
| 8" D.I.W.M. w/ Poly Wrap & Fittings | 594 | LF | \$26.00 | \$15,444.00 |
| 8" Gate Valve w/ Valve Box Adaptor II | 1 | EA | \$1,500.00 | \$1,500.00 |
| Fire Hydrant w/ Aux. Valve & Fittings | 2 | EA | \$1,850.00 | \$3,700.00 |
| Trench Backfill | 100 | CY | \$25.00 | \$2,500.00 |
| Testing | 1 | LS | \$750.00 | \$750.00 |
| SUBTOTAL | | | | \$23,894.00 |

Miscellaneous

| | | | | |
|--|-------|----|------------|-------------|
| Street Lights w/ Pole & Base | 3 | EA | \$3,800.00 | \$11,400.00 |
| Cable Duct with 3 - #6 Copper Conductors | 1,000 | LF | \$3.75 | \$3,750.00 |
| SUBTOTAL | | | | \$15,150.00 |

SUBTOTAL \$206,380.50

Design Engineering and Construction Administration

| | | | | |
|---|--|--|--|-------------|
| Design Engineering (6%) | | | | \$12,382.83 |
| Construction Phase Engineering /Supervision(8%) | | | | \$16,510.44 |
| Letter of Credit(1% of 125%) | | | | \$2,579.76 |
| Permit Fees | | | | \$5,000.00 |

SUBTOTAL \$36,473.03

TOTAL \$242,853.53

BENEFITED PROPERTY RECAPTURE EXPENSE
50% OF TOTAL \$121,426.76



Gables Boulevard
Recapture Cost Estimate
5/31/2012

| Item | Quantity | Unit | Unit Cost | Total Cost |
|---|----------|------|------------|--------------------|
| Earthwork & Erosion Control | | | | |
| Clay Cut to Fill | 500 | CY | \$3.50 | \$1,750.00 |
| Stockpile Topsoil & Respread | 100 | CY | \$3.00 | \$300.00 |
| Inlet Erosion Protection | 2 | EA | \$250.00 | \$500.00 |
| Silt Fence | 581 | LF | \$3.00 | \$1,743.00 |
| SUBTOTAL | | | | \$4,293.00 |
| Paving | | | | |
| 1.5" CL I Surface Course | 900 | SY | \$4.25 | \$3,825.00 |
| 2.0" CL I Binder Course | 900 | SY | \$4.25 | \$3,825.00 |
| 6.5" Bituminous Aggregate Mixture (BAM) | 900 | SY | \$18.50 | \$16,650.00 |
| B-6:12 Curb & Gutter | 581 | LF | \$15.00 | \$8,715.00 |
| SUBTOTAL | | | | \$33,015.00 |
| Sanitary Sewer | | | | |
| 8" PVC SDR-26 w/ Bedding | 36 | LF | \$28.00 | \$1,008.00 |
| 4' Dia. San. Manhole w/ Type 1 Closed Lid | 1 | EA | \$2,500.00 | \$2,500.00 |
| Trench Backfill | 50 | CY | \$25.00 | \$1,250.00 |
| Televising | 1 | LS | \$750.00 | \$750.00 |
| Testing | 1 | LS | \$750.00 | \$750.00 |
| SUBTOTAL | | | | \$6,258.00 |
| Storm Sewer | | | | |
| 21" RCP w/ Bedding | 240 | LF | \$18.00 | \$4,320.00 |
| 24" RCP w/ Bedding | 25 | LF | \$20.50 | \$512.50 |
| 60" Dia. Manhole | 1 | EA | \$5,500.00 | \$5,500.00 |
| 48" Dia. Catch Basin | 1 | EA | \$1,500.00 | \$1,500.00 |
| 48" Dia. Manhole | 3 | EA | \$1,450.00 | \$4,350.00 |
| Trench Backfill | 100 | CY | \$25.00 | \$2,500.00 |
| Televising | 1 | LS | \$750.00 | \$750.00 |
| SUBTOTAL | | | | \$19,432.50 |



Water Main & Appurtenances

| | | | | |
|---------------------------------------|-----|----|------------|-------------|
| 8" D.I.W.M. w/ Poly Wrap & Fittings | 328 | LF | \$26.00 | \$8,528.00 |
| 8" Gate Valve w/ Valve Box Adaptor 11 | 1 | EA | \$1,500.00 | \$1,500.00 |
| Fire Hydrant w/ Aux. Valve & Fittings | 1 | EA | \$1,850.00 | \$1,850.00 |
| Trench Backfill | 100 | CY | \$25.00 | \$2,500.00 |
| Testing | 1 | LS | \$750.00 | \$750.00 |
| SUBTOTAL | | | | \$15,128.00 |

Miscellaneous

| | | | | |
|---|-----|----|------------|-------------|
| Street Lights w/ Pole & Base | 2 | EA | \$3,800.00 | \$7,600.00 |
| Cable Duct with 3 -#6 Copper Conductors | 500 | LF | \$3.75 | \$1,875.00 |
| SUBTOTAL | | | | \$9,475.00 |
| SUBTOTAL | | | | \$87,601.50 |

Project Design and Construction Administration

| | |
|---|--------------|
| Design Engineering (6%) | \$5,256.09 |
| Construction Phase Engineering/Supervision (8%) | \$7,008.12 |
| Letter of Credit (1% of 125%) | \$1,095.02 |
| Permit Fees | \$3,000.00 |
| SUBTOTAL | \$16,359.23 |
| TOTAL | \$103,960.73 |

| | |
|--|-------------|
| BENEFITED PARCEL RECAPTURE EXPENSE 50% OF TOTAL | \$51,980.36 |
|--|-------------|