

November 9, 2023

MEMO TO: Honorable Mayor and City Council

THROUGH: Charles P. Potucek, City Manager
Victoria Yarbrough, Assistant City Manager
Matt McLachlan, AICP Community Development Director

FROM: Jeff Pregler, AICP, Senior Planner

SUBJECT: REQUEST FOR AGENDA ITEM PLACEMENT
Resolution 2023-087
Amendment to the Development Agreement with Ticor Title Agency of Arizona Inc.

REQUESTED ACTION:

Approval of amendments to the Development Agreement with Ticor Title Agency of Arizona, Inc, as shown in Exhibit A.

RECOMMENDATION:

The City Manager recommends approval.
The Director of Community Development recommends approval.

BACKGROUND

The Development Agreement with Ticor Title Agency of Arizona, Inc. was originally approved by City Council on May 25, 2006 in conjunction with the Buffalo Soldier Ranch preliminary plat. The purpose of the Agreement was to outline developer obligations during construction of the subdivision.

Following approval of the preliminary plat, the owner submitted the final plat for review and approval. However, due to the declining housing market at the time, the owner requested the review be postponed until there were favorable market conditions. The property continued to remain vacant.



Canyon Vista Land LLC is in the process of purchasing the property and has resubmitted the final plat and improvement plans for final City approval. Canyon Vista Land LLC is prepared to comply with the conditions in the Development Agreement but has noted that some of them are no longer applicable and has requested amending or removing the conditions. The revised conditions are as follows:

Condition #3: On or before completion of construction by Owner of the Canyon De Flores roadway extension, Owner will landscape per City standards that portion of existing Golden Acres Drive right-of-way that abuts the subdivision. City will maintain said landscaping after its installation by Owner and acceptance by the City.

Canyon De Flores Drive roadway was extended in 2013 as part of an Arizona Department of Transportation safety project. As a result, the condition regarding the landscaping is no longer applicable. The Development Code does require landscaping within the right-of-way adjacent to collector and principal arterials when adjoining residential subdivisions. Since Canyon De Flores is designated as a Collector, the developer will be responsible for providing landscaping along the right-of-way for those portions adjacent to the development. Landscape plans have been submitted and the developer has agreed to install the landscaping prior to the acceptance of the public improvements for Phase 1. The condition has been revised to reflect this requirement.

Condition #4: Owner agrees to construct, prior to the issuance of the first occupancy permit in Phase 2, the Canyon De Flores roadway extension as shown on Sheets 4 and 6 of the Preliminary Plat in accordance with City development code requirements. Building permits and certificates of occupancy for residence of this subdivision will not be denied, impaired or delayed due to Castle & Cooke's failure to complete its construction of Canyon De Flores road, provided all Fire Code requirements relating to access are met.

As stated previously, the Canyon Del Flores roadway was extended in 2013. Therefore, this condition is no longer applicable and will be removed.

Condition #5: Per Section 151.08.006 of the Development Code, all concentrated street drainage that cannot be conveyed in a public street right-of-way shall be conveyed in a dedicated drainage way or in an improved (paved) drainage easement. In its pre-developed state, the Buffalo Soldier Ranch property currently discharges storm water run-off to adjacent unimproved, private drainage ways in Cochise County. That being the case, Buffalo Soldier Ranch property will be allowed to discharge to historical, private drainage ways, provided that post-development on-site storm water peak flow does not exceed pre-development on-site peak flow, and drainage otherwise complies with all other City Development Code requirements, all County and State regulations, as well as the preliminary Hydrologic and hydraulic Report for Buffalo Soldier Ranch, dated April 26th, 2006, and the final report, to be submitted with the Improvement Plans and Final Plat. In addition, the owner shall provide the City a security, in a form acceptable to the City Manager, in the amount of \$1,000,000 to protect the City in the event any claims or suits are filed from adjacent property owners, relating to damages and other liability from the off-site drainage. The security shall be provided prior to approval of the final plat and returned two years following acceptance of the final phase of the public improvements or when all subdivision street drainage is conveyed to a dedicated drainage way or drainage easement.

At the time the Development Agreement was approved, the Development Code did not address off-site drainage. However, after the approval, the Development Code was amended to address the drainage concerns as stated in Condition 5. Furthermore, there is no need for a monetary security as the final plat will meet the drainage requirements (Pre and post peak flows) in the Development Code. This condition will be removed.

RESOLUTION 2023-087

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; REAFFIRMING VISTA 2030, THE CITY OF SIERRA VISTA GENERAL DEVELOPMENT PLAN, APPROVING AN AMENDMENT TO THE DEVELOPMENT AGREEMENT WITH TICOR TITLE AGENCY OF ARIZONA, INC., AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY ATTORNEY OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, pursuant to several policies and laws of the City of Sierra Vista, an agreement was negotiated which assured the mutual benefit of the Developer and the City of Sierra Vista; and

WHEREAS, an original Development Agreement with Tigor Title Agency of Arizona, Inc., was approved by the Mayor and City Council on May 25, 2006 (Resolution 2006-072), that outlined obligations associated with the Buffalo Soldier Ranch subdivision; and

WHEREAS, certain conditions as outlined in Exhibit A are no longer applicable and has resulted in the need to amend the original Development Agreement; and

WHEREAS, it is in the best interest of the public and Developer to permit development of Buffalo Solider Ranch with the revision or removal of the stated conditions, as shown in Exhibit A; and

WHEREAS, by reason thereof, the parties hereto desire to approve said Amendment to permit the Developer to develop Buffalo Soldier Ranch subdivision, in accordance with the standards as specified in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL AS FOLLOWS:

SECTION 1

The policy of the City of Sierra Vista relating to Development Agreements, be, and hereby is, reaffirmed.

SECTION 2

The Mayor and City Clerk are hereby authorized and directed to execute the Amendment to the Development Agreement with Ticor Title Agency of Arizona, Inc., attached hereto as Exhibit A and made a part hereof by this reference.

SECTION 3

The City Manager, City Clerk, City Attorney, or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this Resolution.

PASSED AND APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, ARIZONA THIS 9th DAY OF NOVEMBER, 2023.

CLEA MCCAII
Mayor

APPROVED AS TO FORM:

ATTEST:

NATHAN WILLIAMS
City Attorney

JILL ADAMS
City Clerk

PREPARED BY:

Jeff Pregler, AICP,

EXHIBIT A

AMENDMENT TO DEVELOPMENT AGREEMENT WITH TICOR TITLE AGENCY OF ARIZONA, INC., under Trust No. 11401 now STEWART TITLE AND TRUST OF TUCSON, under Trust No. 3670

This amended Development Agreement (hereinafter referred to as Agreement) is made and entered into this 9th day of November, 2023 by and between the CITY OF SIERRA VISTA, a municipal corporation organized under the laws of the State of Arizona (hereinafter referred to as City) and Stewart Title and Trust of Tucson, Trust No. 3670, successor-in-interest to TICOR Title Agency of Arizona, Inc., Trust No. 11401, successor-in-interest to CHICAGO TITLE INSURANCE COMPANY, A Missouri Corporation, (hereinafter referred to as the Owner)

PART I. WITNESSETH AND SPECIAL CONDITIONS

WHEREAS, Owner owns certain real property contemplated for development within the corporate limits of the City described in Exhibit B attached hereto as Buffalo Soldier Ranch; and

WHEREAS, City is desirous of further guiding and coordinating its development consistent with the Goals and Policies set forth in City's adopted General Development Plan, VISTA 2030 and subsequent land use plans or amendments; and

WHEREAS, City and Owners desire to clearly and specifically set forth certain respective obligations of the City and Owner pertaining to the future development of Buffalo Soldier Ranch, and other matters; and

WHEREAS, City, after due and careful consideration, has concluded that the development of Buffalo Soldier Ranch, under the terms and conditions hereinafter set forth, all as provided by law, would further enable the City to benefit from the development, ensure orderly development, and would best serve the interest of the City.

NOW, THEREFORE, for and in consideration of the promises, mutual covenants, conditions, terms and agreements hereinafter set forth, the parties do hereby agree as follows:

City agrees to permit future development of Buffalo Soldier Ranch, in accordance with the City Code, and according to the following special conditions:

1. Owner agrees to construct, prior to the issuance of the certificate of occupancy, a 6-foot high masonry wall along the north property line of Lots 57-64, 107-115 and 240 of Buffalo Soldier Ranch and install native landscaping and irrigation as approved by the City within rear yards of said lots, to be maintained by future homeowners. Owner shall disclose within each deed conveying title to said Lots, that property adjacent to the north of the Lots is zoned for light industrial purposes.
2. Owner agrees to construct, prior to the acceptance of public improvements for the final phase of the subdivision, a 10-foot wide multi-use path in accordance with City specifications on the north side of the wash as shown on sheet 7 of the Preliminary Plat, said path to be maintained by the City upon acceptance.

3. Prior to the City acceptance of the public improvements in Phase 1, Owner will landscape per City standards that portion of existing Golden Acres Drive right-of-way that abuts the subdivision. City will maintain said landscaping after its installation by Owner and acceptance by the City.
4. Owner agrees to complete construction of the roadway connecting the Owner's property to Buffalo Soldier Trail alignment along the North line of Section 19, as shown in Exhibit B, to City standards, by the time the 150th building permit is issued. No further building permits will be issued until the roadway has completed construction and has been approved by the City.
5. Owner agrees to construct a multi-use path, in lieu of a public sidewalk, along the western edge of the roadway connecting the subdivision to Buffalo Soldier Trail, as shown in Exhibit B. The path will be 8 feet wide, shall extend north to the Owner's property line, and shall connect to the multi-use path constructed per Condition 2 of this section.
6. Owner agrees to submit a request to annex all roadways and detention basins associated with the Buffalo Soldier Ranch property, as shown on Sheet 5 of the Preliminary Plat, attached as Exhibit B, within 60 days after approval of the first final plat of this subdivision. Fees associated with the annexation shall be waived.

PART II. MISCELLANEOUS PROVISIONS

1. This Agreement sets forth the entire understanding between the parties concerning the subject matter of this Agreement and incorporates all prior negotiations and understandings.
2. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties relating to the subject matter of this Agreement other than those set forth herein. No modification or amendment of this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.
3. The Owner shall indemnify, protect, defend, and hold harmless the City, its Council members, officers, employees, and agents from any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and cleanup actions of any kind, all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and costs of defense arising, directly or indirectly, in whole or in part, arising out of this Agreement except for negligent acts of the City.
4. Notwithstanding the provisions of Part 1 above, in the event the City is required to enact, take action, apply, or bind, any future land use ordinances, rules, regulations, permit requirements and other requirements and official policies of the City enacted as necessary to comply with mandatory requirements imposed on the City by county, state, or federal laws and regulations, court decisions, and other similar superior external authorities beyond the control of the City, provided that in the event any such mandatory requirement prevents or precludes compliance with this Agreement, if permitted by law, such affected provision of this Agreement shall be modified as may be necessary to achieve minimum permissible compliance with such mandatory requirements.
5. The laws of the State of Arizona shall govern this Agreement and, in the event of litigation, venue shall be in Cochise County, Arizona.
6. In the event a party initiates action to enforce its rights hereunder, the substantially prevailing party shall recover from the non-prevailing party its expenses, court and/or arbitration costs, including taxed and untaxed costs, and reasonable attorneys fees.
7. Time shall be of the essence for all performance required hereunder.
8. Notwithstanding the foregoing, if a dispute arises out of or relates to the Agreement or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation or some other dispute resolution procedure. In the event that the parties cannot agree upon the selection of a mediator within seven days, either party may request the presiding judge of the Superior Court of Cochise County to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.

PART III. SUCCESSORS AND ASSIGNS

All the provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns as applied to parcels 107-56-020G, 107-56-020C, 107-56-005D, 107-56-020K, and that portion of 107-56-002C lying east of the mid-section line of Section 19, Township 22 South, Range 21 East, G&SRM, Cochise County, Arizona.

PART IV. NOTICES

Any notice required pursuant to the provisions of this Agreement shall be in writing and be sent by certified mail to the following addresses until notice of change of address is given and shall be deemed received on the fifth business day following deposit in the United States Mail.

City Clerk	Canyon Vista Land LLC
City of Sierra Vista	5990 S. Highway 92
1011 N. Coronado Drive	Hereford, Arizona 85615
Sierra Vista, AZ 85635	Attn: Robert Workman

PART V. NON-COLLUSION AND NO JOINT VENTURE

1. Owner warrants that to its knowledge no other person or entity has been an employee or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingency and that no member of the Council or employee of the City has any interest, financially or otherwise, in Owner or its subcontractors. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability.
2. This Agreement is not intended to be, and shall not be construed as, a joint venture, partnership or other business entity created by and between the parties, and neither party is an agent for the other for any purpose nor has the power to bind the other for any purpose.
3. No member, official or employee of the City shall be personally liable to Owner, or any successor or assignee, (a) in the event of any default or breach by the City, (b) for any amount which may become due to the Owner or its successor or assign, or (c) pursuant to any obligation of the City under the terms of this Agreement.

PART VI. SEVERABILITY

1. Nothing in this Agreement shall be deemed to be a promise or representation by Owner to construct, open or operate the project; provided however, that in the event that Owner fails to complete the construction of the project, that this Agreement shall automatically terminate and the parties shall have no further obligation or liability to one another.

2. Should any section, clause or provision of this Agreement be declared by the courts to be invalid, at the option of the party or parties for which that provision was intended to benefit, the party or parties may declare this Agreement terminated or declared that such invalidity shall not affect the provision which can be given effect without the invalid provision.

IN WITNESS WHEREOF, the City and Owners caused this instrument to be executed by their respective proper officials duly authorized to execute the same on the date and year first above written. DATED this 9th day of November, 2023.

CITY OF SIERRA VISTA

Stewart Title and Trust of Tucson, under
Trust No. 3670

By: CLEA MCCAII, Mayor

By: Erik Zwerk, Trust Officer

STATE OF ARIZONA)
) ss.
County of Cochise)

STATE OF ARIZONA)
) ss
County of Pima)

This instrument was acknowledged before
me this ___ day of _____, 2023 by

This instrument was acknowledged before
me this ___ day of _____, 2023 by

Notary Public
My commission expires:

Notary Public
My commission expires:

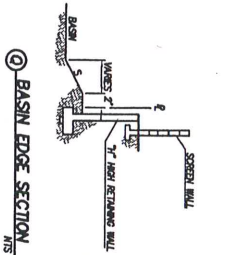
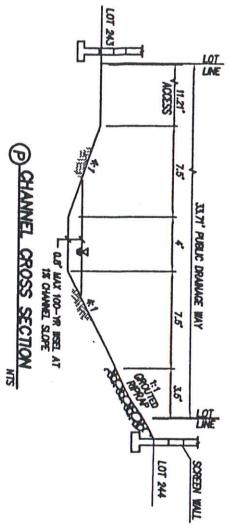
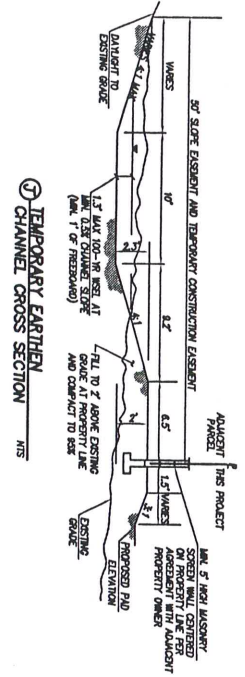
APPROVAL AS TO FORM:

ATTEST:

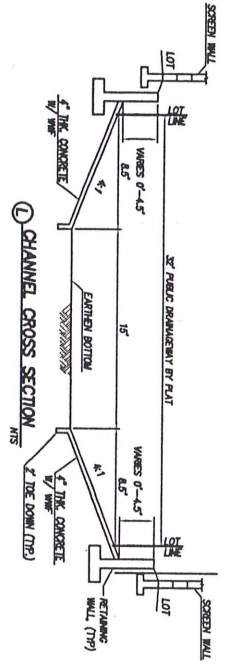
By: _____
NATHAN WILLIAMS
City Attorney

By: _____
JILL ADAMS
City Clerk

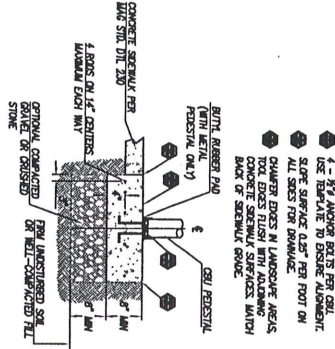
EEC
 Engineering & Environmental Consulting
 1000 E. TULSA, SUITE 200
 TULSA, OKLAHOMA 74103
 PHONE: 918-438-2000
 FAX: 918-438-2001
 WWW: WWW.EEC-OK.COM



LOT	1	2	3
66	1.4'	4.1'	4.1'
68	1.3'	4.1'	4.1'
69	1.3'	4.1'	4.1'
70	1.3'	4.1'	4.1'
71	1.3'	4.1'	4.1'
72	1.3'	4.1'	4.1'
73	1.3'	4.1'	4.1'
74	1.3'	4.1'	4.1'
75	1.3'	4.1'	4.1'
76	1.3'	4.1'	4.1'
77	1.3'	4.1'	4.1'
78	1.3'	4.1'	4.1'
79	1.3'	4.1'	4.1'
80	1.3'	4.1'	4.1'
81	1.3'	4.1'	4.1'
82	1.3'	4.1'	4.1'
83	1.3'	4.1'	4.1'
84	1.3'	4.1'	4.1'
85	1.3'	4.1'	4.1'
86	1.3'	4.1'	4.1'
87	1.3'	4.1'	4.1'
88	1.3'	4.1'	4.1'
89	1.3'	4.1'	4.1'
90	1.3'	4.1'	4.1'
91	1.3'	4.1'	4.1'
92	1.3'	4.1'	4.1'
93	1.3'	4.1'	4.1'
94	1.3'	4.1'	4.1'
95	1.3'	4.1'	4.1'
96	1.3'	4.1'	4.1'
97	1.3'	4.1'	4.1'
98	1.3'	4.1'	4.1'
99	1.3'	4.1'	4.1'
100	1.3'	4.1'	4.1'

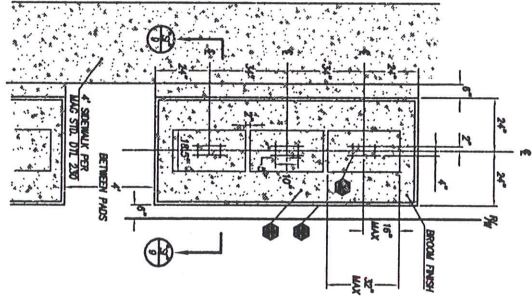


- NOTES:**
1. CHANNELS SHALL HAVE A COMPRESSIVE STRENGTH OF 3000 PSI @ 28 DAYS. CONCRETE SHALL BE ENHANCED AND BE PLACED WITH A 3.5" - 4.5" SLOPE IN ACCORDANCE WITH AASHTO.
 2. REINFORCING STEEL BARS SHALL CONFORM TO ASTM A615, GRADE 60.
 3. ANCHOR BARS SHALL CONFORM TO ASTM A615, GRADE 60, TYPE III STAINLESS STEEL.



SECTION "S1"
 NTS

POSTAL SERVICE CLUSTER BOX UNIT - MULTIPLE UNIT PAD
 NTS



PLAN VIEW
 NTS

PRELIMINARY PLAN
BUFFALO SOLDIER RANCH
 LOTS 1-349
 LOCATED IN THE EAST HALF OF SECTION 18,
 TOWNSHIP 22 S, RANGE 21 E, Q & S, S&L,
 SEDONA T87A, COCHISE COUNTY, ARIZONA
 MAY 2005
 SHEET 9 OF 9

EEC JOB 205034



Preliminary Quantity Estimate

DATE:

11/7/2023

PROJECT NAME: Buffalo Soldier Ranch - Phase 1

PROJECT NO.: 205034.14

ITEM	DESCRIPTION	QUANTITY	UNITS	Unit Price	Total Price
Grading					
	Clear & Grub	14.20	ACRE	\$ 1,143.00	\$ 16,230.60
	Cut to Fill	19,437	CY	\$ 3.43	\$ 66,668.91
	SWPPP/Install Wattles	5,340	LF	\$ 5.25	\$ 28,035.00
	Blue Top Lots Grade Lots	47	EA	\$ 231.25	\$ 10,868.75
	Pot Hole by Vacuum Trailer	2	EA	\$ 275.00	\$ 550.00
Drainage					
	36-inch RCP	291	LF	\$ 337.40	\$ 98,183.40
	Pipe Headwall	2	EA	\$ 37,203.15	\$ 74,406.30
	Concrete Drainage Way Sloped Walls	17	SY	\$ 193.75	\$ 3,293.75
On-site Paving					
	6" Aggregate Base	1,417	CY	\$ 65.63	\$ 92,997.71
	2" Asphaltic Concrete Pavement	8,500	SY	\$ 18.55	\$ 157,675.00
	6" Vertical Curb & Gutter	190	LF	\$ 19.64	\$ 3,731.60
	4" Roll Curb & Gutter	4,070	LF	\$ 19.64	\$ 79,934.80
	Cut & Backfill Curb	4,260	LF	\$ 7.91	\$ 33,696.60
	Handicap Ramps	9	EA	\$ 3,325.00	\$ 29,925.00
	Signage	12	EA	\$ 587.50	\$ 7,050.00
	Survey Monuments	15	EA	\$ 271.88	\$ 4,078.20
	4' Sidewalk	15,935	SF	\$ 6.56	\$ 104,533.60
	Bollards	5	EA	\$ 350.00	\$ 1,750.00
	Light Pole Bases	6	EA	\$ 706.25	\$ 4,237.50
	Adjust Manholes/Valves	13	EA	\$ 475.00	\$ 6,175.00
	Mail Boxes	47	EA	\$ 70.00	\$ 3,290.00
Bank Protection					
	Rip Rap (dumped & grouted & handplaced)	3,590	SF	\$ 10.56	\$ 37,910.40
Sewer					
	Excavate, Lay and Backfill 8" Sewer	1,740	LF	\$ 56.88	\$ 98,971.20
	Test Manhole	7	EA	\$ 306.25	\$ 2,143.75
	4' Diameter Manhole	7	EA	\$ 8,507.43	\$ 59,552.01
	4" Cleanout	47	EA	\$ 655.88	\$ 30,826.36
	4" HCS, PVC	47	EA	\$ 1,556.80	\$ 73,169.60
	Tie to Existing	1	EA	\$ 7,564.44	\$ 7,564.44
Water					
	6" PVC Water	1,850	LF	\$ 61.88	\$ 114,478.00
	12" PVC Water	135	LF	\$ 92.50	\$ 12,487.50
	Fire Hydrants	4	EA	\$ 7,543.12	\$ 30,172.48
	6" Valve	5	EA	\$ 2,134.25	\$ 10,671.25
	12" Valve	1	EA	\$ 4,975.00	\$ 4,975.00
	1" Water Service Single Short	9	EA	\$ 693.75	\$ 6,243.75
	1" Water Service Double Short	11	EA	\$ 1,913.75	\$ 21,051.25
	1" Water Service Single Long	5	EA	\$ 1,031.25	\$ 5,156.25
	1" Water Service Double Long	6	EA	\$ 1,500.00	\$ 9,000.00
	Connect to Existing	1	EA	\$ 3,768.65	\$ 3,768.65
Dry Utilities					
	SSVEC Conduit and Sweeps	9,765	LF	\$ 4.38	\$ 42,770.70
	Trench and Backfill	11,765	LF	\$ 28.61	\$ 336,596.65
	Dry Utilities (Excluding Conduit Cost)	2,000	LF	\$ 13.13	\$ 26,260.00

TOTAL (PHASE 1) \$1,761,080.96

Alternates					
	Over Excavate Building Pads 80x80x2 Feet	22,282	CY	\$ 3.25	\$ 72,416.50
	Bike Path	156	SY	\$ 18.75	\$ 2,925.00
	COSV Permit Sewer	47	EA	\$ 193.75	\$ 9,106.25
	Material Testing	47	EA	\$ 500.00	\$ 23,500.00
	SSVEC Fees	47	EA	\$ 4,000.00	\$ 188,000.00
	Survey	47	EA	\$ 1,062.50	\$ 49,937.50

TOTAL (PHASE 1) \$ 345,885.25

The information provided is a preliminary estimate of quantities only, which is not guaranteed or warranted against any errors or omissions.



Preliminary Quantity Estimate

DATE: 11/7/2023
 PROJECT NAME: Buffalo Soldier Ranch - Phase 2
 PROJECT NO.: 205034.14

ITEM	DESCRIPTION	QUANTITY	UNITS	Unit Price	Total Price
Grading					
	Clear & Grub	26.05	ACRE	\$ 1,143.00	\$ 29,775.15
	Cut to Fill	35,595	CY	\$ 3.43	\$ 122,090.85
	SWPPP/Install Wattles	6,210	LF	\$ 5.25	\$ 32,602.50
	Blue Top Lots Grade Lots	86	EA	\$ 231.25	\$ 19,887.50
	Pot Hole by Vacuum Trailer	2	EA	\$ 275.00	\$ 550.00
Drainage					
	24-inch RCP	752	LF	\$ 257.96	\$ 193,985.92
	Pipe Headwall	1	EA	\$ 37,203.15	\$ 37,203.15
	Storm Drain Manhole	4	EA	\$ 12,111.83	\$ 48,447.32
	Concrete Weir Walls	1	EA	\$ 7,125.00	\$ 7,125.00
	Concrete Drainage Way Sloped Walls	855	SY	\$ 193.75	\$ 165,656.25
	Concrete Drainage Apron at Spillways	305	SY	\$ 76.88	\$ 23,448.40
	Concrete Drainage Cut Off Wall	890	LF	\$ 57.50	\$ 51,175.00
	Drainage Way Cut Off Wall	15	EA	\$ 1,243.75	\$ 18,656.25
On-site Paving					
	6" Aggregate Base	2,972	CY	\$ 65.63	\$ 195,052.36
	2" Asphaltic Concrete Pavement	17,830	SY	\$ 18.55	\$ 330,746.50
	6" Vertical Curb & Gutter	300	LF	\$ 19.64	\$ 5,892.00
	4" Roll Curb & Gutter	8,700	LF	\$ 19.64	\$ 170,868.00
	Cut & Backfill Curb	9,000	LF	\$ 7.91	\$ 71,190.00
	Handicap Ramps	15	EA	\$ 3,325.00	\$ 49,875.00
	Signage	20	EA	\$ 587.50	\$ 11,750.00
	Survey Monuments	27	EA	\$ 271.88	\$ 7,340.76
	Handrail	315	LF	\$ 42.62	\$ 13,425.30
	4' Handplaced Sidewalk	35,630	SF	\$ 6.56	\$ 233,732.80
	Bollards	24	EA	\$ 350.00	\$ 8,400.00
	Valley Gutter & Spandrels	2	EA	\$ 6,800.00	\$ 13,600.00
	Light Pole Bases	9	EA	\$ 706.25	\$ 6,356.25
	Adjust Manholes/Valves	28	EA	\$ 475.00	\$ 13,300.00
	Mail Boxes	86	EA	\$ 70.00	\$ 6,020.00
Bank Protection					
	Rip Rap (dumped & grouted & handplaced)	3,600	SF	\$ 10.56	\$ 38,016.00
Sewer					
	8" DIP Sewer	20	LF	\$ 163.91	\$ 3,278.20
	Excavate, Lay and Backfill 8" Sewer	4,305	LF	\$ 56.88	\$ 244,868.40
	Test Manhole	13	EA	\$ 306.25	\$ 3,981.25
	4' Diameter Manhole	13	EA	\$ 8,507.43	\$ 110,596.59
	4" Cleanout	86	EA	\$ 655.88	\$ 56,405.68
	4" HCS, PVC	86	EA	\$ 1,556.80	\$ 133,884.80
Water					
	6" PVC Water	3,665	LF	\$ 61.88	\$ 226,790.20
	12" PVC Water	767	LF	\$ 92.50	\$ 70,947.50
	6" DIP Water	20	LF	\$ 141.11	\$ 2,822.20
	2" Drain Valve Assembly	1	EA	\$ 2,212.27	\$ 2,212.27
	Fire Hydrants	9	EA	\$ 7,543.12	\$ 67,888.08
	12" Valve	2	EA	\$ 4,975.00	\$ 9,950.00
	6" Valve	13	EA	\$ 2,134.25	\$ 27,745.25
	1" Water Service Single Short	22	EA	\$ 693.75	\$ 15,262.50
	1" Water Service Double Short	14	EA	\$ 1,913.75	\$ 26,792.50
	1" Water Service Single Long	8	EA	\$ 1,031.25	\$ 8,250.00
	1" Water Service Double Long	15	EA	\$ 1,500.00	\$ 22,500.00
Dry Utilities					
	SSVEC Conduit and Sweeps	17,865	LF	\$ 4.38	\$ 78,248.70
	Trench and Backfill	22,315	LF	\$ 28.61	\$ 638,432.15
	Dry Utilities (Excluding Conduit Cost)	4,450	LF	\$ 13.13	\$ 58,428.50

TOTAL (PHASE 2) \$ 3,735,453.03

ITEM	DESCRIPTION	QUANTITY	UNITS	Unit Price	Total Price
	Alternates				
	Over Excavate Building Pads 80x80x2 Feet	40,770	CY	\$ 3.25	\$ 132,502.50
	Install New Vehicle Gate	90	LF	\$ 61.25	\$ 5,512.50
	Bike Path	285	SY	\$ 18.75	\$ 5,343.75
	COSV Permit Sewer	86	EA	\$ 193.75	\$ 16,662.50
	Material Testing	86	EA	\$ 500.00	\$ 43,000.00
	SSVEC Fees	86	EA	\$ 4,000.00	\$ 344,000.00
	Survey	86	EA	\$ 1,062.50	\$ 91,375.00

TOTAL (PHASE 2)	\$ 638,396.25
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Preliminary Quantity Estimate

DATE: 11/7/2023
 PROJECT NAME: Buffalo Soldier Ranch - Phase 3
 PROJECT NO.: 205034.14

ITEM	DESCRIPTION	QUANTITY	UNITS	Unit Price	Total Price
	Grading				
	Clear & Grub	24.50	ACRE	\$ 1,143.00	\$ 28,003.50
	Cut to Fill	33,510	CY	\$ 3.43	\$ 114,939.30
	SWPPP/Install Wattles	7,075	LF	\$ 5.25	\$ 37,143.75
	Blue Top Lots Grade Lots	88	EA	\$ 231.25	\$ 20,350.00
	Pot Hole by Vacuum Trailer	2	EA	\$ 275.00	\$ 550.00
	Drainage				
	Concrete Weir Walls @ Basin E	2	EA	\$ 7,125.00	\$ 14,250.00
	30" SRP	310	LF	\$ 300.00	\$ 93,000.00
	Storm Drain Manhole	1	EA	\$ 12,111.83	\$ 12,111.83
	Modified Catch Basin	1	EA	\$ 750.00	\$ 750.00
	On-site Paving				
	6" Aggregate Base	2,425	CY	\$ 65.63	\$ 159,152.75
	2" Asphaltic Concrete Pavement	14,530	SY	\$ 18.55	\$ 269,531.50
	6" Vertical Curb & Gutter	360	LF	\$ 19.64	\$ 7,070.40
	4" Roll Curb & Gutter	7,055	LF	\$ 19.64	\$ 138,560.20
	Cut & Backfill Curb	7,415	LF	\$ 7.91	\$ 58,652.65
	Handicap Ramp	14	EA	\$ 3,325.00	\$ 46,550.00
	Signage	22	EA	\$ 587.50	\$ 12,925.00
	Survey Monuments	18	EA	\$ 271.88	\$ 4,893.84
	4' Handplaced Sidewalk	27,880	SF	\$ 6.56	\$ 182,892.80
	Bollards	8	EA	\$ 350.00	\$ 2,800.00
	Valley Gutter & Spandrels	2	EA	\$ 6,800.00	\$ 13,600.00
	Light Pole Bases	9	EA	\$ 706.25	\$ 6,356.25
	Adjust Manholes/Valves	21	EA	\$ 475.00	\$ 9,975.00
	Mail Boxes	88	EA	\$ 70.00	\$ 6,160.00
	Bank Protection				
	Rip Rap (dumped & grouted & handplaced)	7,865	SF	\$ 10.56	\$ 83,054.40
	Sewer				
	Excavate, Lay and Backfill 8" Sewer	3,235	LF	\$ 56.88	\$ 184,006.80
	Test Manhole	11	EA	\$ 306.25	\$ 3,368.75
	4' Diameter Manhole	11	EA	\$ 8,507.43	\$ 93,581.73
	4" Cleanout	88	EA	\$ 655.88	\$ 57,717.44
	4" HCS, PVC	88	EA	\$ 1,556.80	\$ 136,998.40
	Water				
	6" PVC Water	3,100	LF	\$ 61.88	\$ 191,828.00
	12" PVC Water	324	LF	\$ 92.50	\$ 29,970.00
	Fire Hydrants	7	EA	\$ 7,543.12	\$ 52,801.84
	Air Release Valves	2	EA	\$ 3,865.00	\$ 7,730.00
	12" Valve	1	EA	\$ 4,975.00	\$ 4,975.00
	6" Valve	9	EA	\$ 2,134.25	\$ 19,208.25
	1" Water Service Single Short	27	EA	\$ 693.75	\$ 18,731.25
	1" Water Service Double Short	11	EA	\$ 1,913.75	\$ 21,051.25
	1" Water Service Single Long	7	EA	\$ 1,031.25	\$ 7,218.75
	1" Water Service Double Long	15	EA	\$ 1,500.00	\$ 22,500.00
	Dry Utilities				
	SSVEC Conduit and Sweeps	18,280	LF	\$ 4.38	\$ 80,066.40
	Trench and Backfill	21,680	LF	\$ 28.61	\$ 620,264.80
	Dry Utilities (Excluding Conduit Cost)	3,400	LF	\$ 13.13	\$ 44,642.00

TOTAL (PHASE 3) \$ 2,919,933.83

ITEM	DESCRIPTION	QUANTITY	UNITS	Unit Price	Total Price
	Alternates				
	Over Excavate Building Pads 80x80x2 Feet	41,720	CY	\$ 3.25	\$ 135,590.00
	Install New Vehicle Gate	30	LF	\$ 61.25	\$ 1,837.50
	Bike Path	291	SY	\$ 18.75	\$ 5,456.25
	COSV Permit Sewer	88	EA	\$ 193.75	\$ 17,050.00
	Material Testing	88	EA	\$ 500.00	\$ 44,000.00
	SSVEC Fees	88	EA	\$ 4,000.00	\$ 352,000.00
	Survey	88	EA	\$ 1,062.50	\$ 93,500.00

TOTAL (PHASE 3)	\$ 649,433.75
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Preliminary Quantity Estimate

DATE: 11/7/2023
 PROJECT NAME: Buffalo Soldier Ranch - Phase 4
 PROJECT NO.: 205034.14

ITEM	DESCRIPTION	QUANTITY	UNITS	Unit Price	Total Price
Grading					
	Clear & Grub	18.15	ACRE	\$ 1,143.00	\$ 20,745.45
	Cut to Fill	24,760	CY	\$ 3.43	\$ 84,926.80
	SWPPP/Install Wattles	5,825	LF	\$ 5.25	\$ 30,581.25
	Blue Top Lots Grade Lots	64	EA	\$ 231.25	\$ 14,800.00
	Pot Hole by Vacuum Trailer	2	EA	\$ 275.00	\$ 550.00
On-site Paving					
	6" Aggregate Base	1,990	CY	\$ 65.63	\$ 130,603.70
	2" Asphaltic Concrete Pavement	11,920	SY	\$ 18.55	\$ 221,116.00
	6" Vertical Curb & Gutter	382	LF	\$ 19.64	\$ 7,502.48
	4" Roll Curb & Gutter	5,798	LF	\$ 19.64	\$ 113,872.72
	Cut & Backfill Curb	6,180	LF	\$ 7.91	\$ 48,883.80
	Handicap Ramps	11	EA	\$ 3,325.00	\$ 36,575.00
	Signage	18	EA	\$ 587.50	\$ 10,575.00
	Survey Monuments	12	EA	\$ 271.88	\$ 3,262.56
	4' Handplaced Sidewalk	23,775	SF	\$ 6.56	\$ 155,964.00
	Bollards	8	EA	\$ 350.00	\$ 2,800.00
	Valley Gutter & Spandrels	1	EA	\$ 6,800.00	\$ 6,800.00
	Light Pole Bases	6	EA	\$ 706.25	\$ 4,237.50
	Adjust Manholes/Valves	16	EA	\$ 475.00	\$ 7,600.00
	Mail Boxes	64	EA	\$ 70.00	\$ 4,480.00
Bank Protection					
	Rip Rap (dumped & grouted & handplaced)	8,000	SF	\$ 10.56	\$ 84,480.00
Sewer					
	8" DIP Sewer	20	LF	\$ 163.91	\$ 3,278.20
	Excavate, Lay and Backfill 8" Sewer	2,625	LF	\$ 56.88	\$ 149,310.00
	Test Manhole	7	EA	\$ 306.25	\$ 2,143.75
	4' Diameter Manhole	7	EA	\$ 8,507.43	\$ 59,552.01
	4" Cleanout	64	EA	\$ 655.88	\$ 41,976.32
	4" HCS, PVC	64	EA	\$ 1,556.80	\$ 99,635.20
Water					
	6" PVC Water	2,665	LF	\$ 61.88	\$ 164,910.20
	12" PVC Water	260	LF	\$ 92.50	\$ 24,050.00
	6" DIP Water	20	LF	\$ 141.11	\$ 2,822.20
	Fire Hydrants	5	EA	\$ 7,543.12	\$ 37,715.60
	12" Valve	1	EA	\$ 4,975.00	\$ 4,975.00
	6" Valve	8	EA	\$ 2,134.25	\$ 17,074.00
	1" Water Service Single Short	12	EA	\$ 693.75	\$ 8,325.00
	1" Water Service Double Short	12	EA	\$ 1,913.75	\$ 22,965.00
	1" Water Service Single Long	9	EA	\$ 1,031.25	\$ 9,281.25
	1" Water Service Double Long	9	EA	\$ 1,500.00	\$ 13,500.00
Dry Utilities					
	SSVEC Conduit and Sweeps	13,295	LF	\$ 4.38	\$ 58,232.10
	Trench and Backfill	16,220	LF	\$ 28.61	\$ 464,054.20
	Dry Utilities (Excluding Conduit Cost)	2,925	LF	\$ 13.13	\$ 38,405.25

TOTAL (PHASE 4) \$ 2,212,561.54

Alternates					
	Over Excavate Building Pads 80x80x2 Feet	30,340	CY	\$ 3.25	\$ 98,605.00
	Install New Vehicle Gate	15	LF	\$ 61.25	\$ 918.75
	Bike Path	212	SY	\$ 18.75	\$ 3,975.00
	COSV Permit Sewer	64	EA	\$ 193.75	\$ 12,400.00
	Material Testing	64	EA	\$ 500.00	\$ 32,000.00
	SSVEC Fees	64	EA	\$ 4,000.00	\$ 256,000.00
	Survey	64	EA	\$ 1,062.50	\$ 68,000.00

TOTAL (PHASE 4) \$ 471,898.75



Preliminary Quantity Estimate

DATE:

11/7/2023

PROJECT NAME: Buffalo Soldier Ranch - Phase 5

PROJECT NO.: 205034.14

ITEM	DESCRIPTION	QUANTITY	UNITS	Unit Price	Total Price
Grading					
	Clear & Grub	25.10	ACRE	\$ 1,143.00	\$ 28,689.30
	Cut to Fill	34,267	CY	\$ 3.43	\$ 117,535.81
	SWPPP/Install Wattles	5,065	LF	\$ 5.25	\$ 26,591.25
	Blue Top Lots Grade Lots	64	EA	\$ 231.25	\$ 14,800.00
	Pot Hole by Vacuum Trailer	2	EA	\$ 275.00	\$ 550.00
On-site Paving					
	6" Aggregate Base	2,220	CY	\$ 65.63	\$ 145,698.60
	2" Asphaltic Concrete Pavement	13,310	SY	\$ 18.55	\$ 246,900.50
	6" Vertical Curb & Gutter	1,500	LF	\$ 19.64	\$ 29,460.00
	4" Roll Curb & Gutter	5,395	LF	\$ 19.64	\$ 105,957.80
	Cut & Backfill Curb	6,895	LF	\$ 7.91	\$ 54,539.45
	Handicap Ramps	12	EA	\$ 3,325.00	\$ 39,900.00
	Signage	14	EA	\$ 587.50	\$ 8,225.00
	Survey Monuments	13	EA	\$ 271.88	\$ 3,534.44
	Handrail	390	LF	\$ 42.62	\$ 16,621.80
	4' Handplaced Sidewalk	25,390	SF	\$ 6.56	\$ 166,558.40
	Bollards	4	EA	\$ 350.00	\$ 1,400.00
	Valley Gutter & Spandrels	1	EA	\$ 6,800.00	\$ 6,800.00
	Light Pole Bases	7	EA	\$ 706.25	\$ 4,943.75
	Adjust Manholes/Valves	24	EA	\$ 475.00	\$ 11,400.00
	Mail Boxes	64	EA	\$ 70.00	\$ 4,480.00
	20' Wide Gravel Drive for ROW	3,480	SF	\$ 1.50	\$ 5,220.00
Bank Protection					
	Rip Rap (dumped & grouted & handplaced)	5,540	SF	\$ 10.56	\$ 58,502.40
Sewer					
	8" DIP Sewer	70	LF	\$ 163.91	\$ 11,473.70
	Excavate, Lay and Backfill 8" Sewer	2,985	LF	\$ 56.88	\$ 169,786.80
	Test Manhole	10	EA	\$ 306.25	\$ 3,062.50
	4' Diameter Manhole	10	EA	\$ 8,507.43	\$ 85,074.30
	4" Cleanout	64	EA	\$ 655.88	\$ 41,976.32
	4" HCS, PVC	64	EA	\$ 1,556.80	\$ 99,635.20
Water					
	6" PVC Water	1,800	LF	\$ 61.88	\$ 111,384.00
	8" PVC Water	1,465	LF	\$ 71.88	\$ 105,304.20
	12" PVC Water	165	LF	\$ 92.50	\$ 15,262.50
	6" DIP Water	20	LF	\$ 141.11	\$ 2,822.20
	8" DIP Water	50	LF	\$ 163.91	\$ 8,195.50
	2" Drain Valve Assembly	1	EA	\$ 2,212.27	\$ 2,212.27
	Fire Hydrants	6	EA	\$ 7,543.12	\$ 45,258.72
	Air Release Valves	1	EA	\$ 3,865.00	\$ 3,865.00
	8" Valve	7	EA	\$ 2,896.37	\$ 20,274.59
	6" Valve	6	EA	\$ 2,134.25	\$ 12,805.50
	4" Valve	1	EA	\$ 2,045.35	\$ 2,045.35
	1" Water Service Single Short	10	EA	\$ 693.75	\$ 6,937.50
	1" Water Service Double Short	13	EA	\$ 1,913.75	\$ 24,878.75
	1" Water Service Single Long	6	EA	\$ 1,031.25	\$ 6,187.50
	1" Water Service Double Long	11	EA	\$ 1,500.00	\$ 16,500.00
Dry Utilities					
	SSVEC Conduit and Sweeps	13,295	LF	\$ 4.38	\$ 58,232.10
	Trench and Backfill	16,795	LF	\$ 28.61	\$ 480,504.95
	Dry Utilities (Excluding Conduit Cost)	3,500	LF	\$ 13.13	\$ 45,955.00

TOTAL (PHASE 5) \$ 2,477,942.95

ITEM	DESCRIPTION	QUANTITY	UNITS	Unit Price	Total Price
	Alternates				
	Over Excavate Building Pads 80x80x2 Feet	30,340	CY	\$ 3.25	\$ 98,605.00
	Install New Vehicle Gate	30	LF	\$ 61.25	\$ 1,837.50
	Bike Path	212	SY	\$ 18.75	\$ 3,975.00
	COSV Permit Sewer	64	EA	\$ 193.75	\$ 12,400.00
	Material Testing	64	EA	\$ 500.00	\$ 32,000.00
	SSVEC Fees	64	EA	\$ 4,000.00	\$ 256,000.00
	Survey	64	EA	\$ 1,062.50	\$ 68,000.00

TOTAL (PHASE 5)	\$ 472,817.50
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Preliminary Quantity Estimate

DATE:

11/7/2023

PROJECT NAME: Buffalo Soldier Ranch - Offsite

PROJECT NO.: 205034.14

ITEM	DESCRIPTION	QUANTITY	UNITS	Unit Price	Total Price
	All				
	6" Aggregate Base	875	CY	\$ 65.63	\$ 57,426.25
	3" Asphaltic Concrete Pavement	4,500	SY	\$ 22.50	\$ 101,250.00
	Excavate, Lay, and Backfill 8" Sewer	1,200	LF	\$ 55.63	\$ 66,750.00
	Install Manhole	3	EA	\$ 8,507.43	\$ 25,522.29
	12" PVC Water Line	1,200	LF	\$ 106.88	\$ 128,250.00
	Blue Top Sub Grade	4,500	SY	\$ 0.75	\$ 3,375.00
	4' Handplaced Sidewalk	4,000	SF	\$ 6.56	\$ 26,240.00
	Machine Place Curb and Gutter	2,000	LF	\$ 27.50	\$ 55,000.00
	Adjust Manholes/Valves	4	EA	\$ 312.50	\$ 1,250.00
	Bike Path	1,000	SY	\$ 18.75	\$ 18,750.00

TOTAL (PHASE 5)	\$ 483,813.54
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