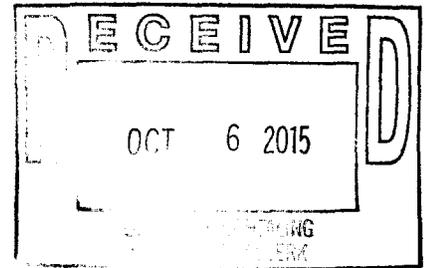


**SANITARY IMPROVEMENT DISTRICT #29
SARPY COUNTY, GRETNA, NE 68028**



MEETING DATE: May 13, 2015
TIME AND LOCATION: 7:00 P.M. at the Gretna City Hall

BOARD MEMBERS PRESENT: Lee O'neal, Steve Neff, John Wolken, Barb Schutte
BOARD MEMBER ABSENT: Don Stungis
GUESTS: Charlie & Dana Steiner, Bonnie & Tom Delong, Judy & Terry Comstock,
Ianne Wolken, Dave Newcomer, Phil Schutte

The office of Adams and Sullivan has provided the minutes for the Board of Trustees Meeting dated May 13, 2015, Certificate, and Interlocal Cooperation Agreement (Westridge Farms Water System).

WATER

The engineering firm of Olmstead & Perry has had a surveyor doing work in the area. Charlie Steiner, Terry Comstock, and Phil Schutte have marked water lines from the homes to stop boxes. Beyerink Trench has been working in the area to run a camera down drain lines to locate where lines are, so that lines are not disturbed when trenching for water lines begin. Charlie Steiner and Phil Schutte have been marking the direction that lines run.

"THANK YOU FELLOWS" for volunteering your time and effort to help out. It's greatly appreciated!

Lee O'Neal has done research and was able to obtain information on the State Revolving Fund. This fund may be of help to us on the "special assessment" area in the financing of this water project. Perhaps we may be able to obtain a lower interest rate. Pat Sullivan and Steve Perry should be able to provide more information on this at the May 27th (Wednesday) meeting.

ADDITIONAL ITEM

To aid the Board in understanding what classifies an empty lot as buildable or unbuildable, Tom Delong presented the Board with the following collected and printed information.

- City of Gretna Official Zoning Map
- Zoning Ordinance /Gretna, NE/ Zoning Ordinance 2010 Update / Section 5.07 RE-A Residential Estates through 5.07.04 (page 57) 5.07.05 Height and Lot Requirements (page 58)
- NE Administrative Code / NE Depart. Of Environmental Quality
Title 124 – Rules & Regulations for the Design, Operation and Maintenance of Onsite Wastewater Treatment Systems
Chapter 5 – Setback Distances

- Diagrams of an empty lot with a septic tank and later field, diagram of an empty lot with a Permanent Sanitary Sewer Easement
- Arial view prints of areas in the Westridge Farm Subdivision
- Drawing of lots with community septic systems

"THANKS TOM" for the time and work you did to gather this information. It's appreciated!

ROAD

The posted speed limit through the Westridge Farms Subdivision is still 25 M.P.H. This applies to all types motor driven vehicles. Please, let's keep the area safe for everyone, including pets that may wonder out into the street.

Thanks for your help.

FINANCIAL:

Pinnacle Bank: 4/30/2015 Statement \$1,538.54

County Treasurer General Ledger for April 2015 attached to minutes.

**The next scheduled meeting date for S.I.D. #29 is
Wednesday, May 27th 2015
7:00 P.M. at the Gretna City Hall**

This meeting will be to discuss State Revolving Fund (SRF) financing issues with Pat Sullivan and Steve Perry.

Submitted by,
Barb Schutte / Clerk

5/6/2015
09:28:03

**** COUNTY TREASURER GENERAL LEDGER ****
DETAIL REVENUE LISTING PER FUND
FOR: APRIL 2015

PAGE: 1

FUND: 7929	SID #29 GENERAL	M-T-D	Y-T-D
10100	- BEGINNING CASH ON HAND	7,656.33	8,128.82
15100	- BEGINNING INVESTMENT ON HAND	0.00	0.00
BEGINNING BALANCE:		7,656.33	8,128.82
TAX RECEIPT COLLECTIONS:			
30338	- 2012 REAL ESTATE TAXES	168.48	168.48
30339	- 2013 REAL ESTATE TAX	431.38	4,755.65
30340	- 2014 REAL ESTATE TAXES	850.30	6,460.55
TAX RECEIPT TOTALS:		1,450.16	11,384.68
34401	- HOMESTEAD EXEMP ALLOCATION	42.52	152.67
34403	- REAL ESTATE TAX CREDIT	170.43	340.86
34601	- MOTOR VEHICLE PRO RATE	0.00	24.46
OTHER RECEIPT TOTALS:		212.95	517.99
60000	- DISBURSEMENTS	-760.03	-11,316.98
60001	- PROPERTY TAX COMMISSION	-14.50	-169.60
10000	ENDING CASH ON HAND	8,544.91	8,544.91
15100	ENDING INVESTMENT ON HAND	0.00	0.00
GRAND TOTALS		8,544.91	8,544.91

G-15-215 - Papillion Sanitation \$ 396.00

G-15-218 Phil DeChow
Expense Reimbursement
ROAD TAR / Mileage \$ 269.11

G-15-219 Barb Schutte
Expense Reimbursement
ROAD TAR \$ 94.92

\$ 760.03

5/6/2015
09:30:31

**** COUNTY TREASURER GENERAL LEDGER ****
DETAIL REVENUE LISTING PER FUND
FOR: APRIL 2015

PAGE: 1

FUND: 8404	SID #29 SERVICE USE FEE	M-T-D	Y-T-D

10100	- BEGINNING CASH ON HAND	21,395.16	17,826.18
15100	- BEGINNING INVESTMENT ON HAND	0.00	0.00

	BEGINNING BALANCE:	21,395.16	17,826.18
TAX RECEIPT COLLECTIONS:			
53050	- USE FEES	2,000.00	7,600.00

	OTHER RECEIPT TOTALS:	2,000.00	7,600.00
60000	- DISBURSEMENTS	0.00	2,031.02
10000	ENDING CASH ON HAND	23,395.16	23,395.16
15100	ENDING INVESTMENT ON HAND	0.00	0.00

	GRAND TOTALS	23,395.16	23,395.16

5/6/2015
09:29:26

**** COUNTY TREASURER GENERAL LEDGER ****
DETAIL REVENUE LISTING PER FUND
FOR: APRIL 2015

PAGE: 1

FUND: 8229	SID #29 BOND	M-T-D	Y-T-D

10100	- BEGINNING CASH ON HAND	31,549.59	35,579.98
15100	- BEGINNING INVESTMENT ON HAND	0.00	0.00

	BEGINNING BALANCE:	31,549.59	35,579.98
TAX RECEIPT COLLECTIONS:			
30338	- 2012 REAL ESTATE TAXES	900.37	900.37
30339	- 2013 REAL ESTATE TAX	685.13	7,553.01
30340	- 2014 REAL ESTATE TAXES	1,518.43	11,537.01

	TAX RECEIPT TOTALS:	3,103.93	19,990.39
34401	- HOMESTEAD EXEMP ALLOCATION	75.93	267.67
34403	- REAL ESTATE TAX CREDIT	304.34	608.68
34601	- MOTOR VEHICLE PRO RATE	0.00	41.96

	OTHER RECEIPT TOTALS:	380.27	918.31
60000	- DISBURSEMENTS	-600.00	-21,795.00
60001	- PROPERTY TAX COMMISSION	-31.04	-290.93
10000	ENDING CASH ON HAND	34,402.75	34,402.75
15100	ENDING INVESTMENT ON HAND	0.00	0.00

	GRAND TOTALS	34,402.75	34,402.75

SANITARY IMPROVEMENT DISTRICT NO. 29
OF
SARPY COUNTY, NEBRASKA
BOARD OF TRUSTEES MEETING
May 13, 2015

MINUTES

PRESENT: Barbara Schutte, Steven Kurt Neff, John Wolken and Lee O'Neal

ABSENT: Donald Stungis

LOCATION: City Hall, Gretna, Nebraska

TIME: 7:00 p.m.

Notice was given in advance thereof by publication in the Papillion Times, a designated method for giving notice on April 29, 2015 and May 6, 2015, a copy of the proof of publication being attached to these minutes as well as by posting in three conspicuous places within the District, a copy of the certificate of posting being attached to these minutes. Notice of this meeting was given to all members of the Board of Trustees, and a copy of their acknowledgment of Receipt of Notice is attached to these minutes. Availability of the agenda was communicated in the published notice and in the notice of the Trustees of this meeting. All proceedings of the Board were taken while the convened meeting was open to the attendance of the public.

The Clerk publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was available for review and indicated the location of such copy in the room where the meeting was being held.

The Chairperson advised that the Board needed to adopt the Resolution of Necessity to enter into the Interlocal Agreement with the City of Gretna which was proposed at the meeting of the Board of Trustees held on April 22, 2015.

The Clerk advised that the following written objections were received from the following persons appearing in person or by their attorney to object to the adoption of the Resolution of Necessity: None.

Trustee John Wolken introduced the following Resolution and moved its adoption:

BE IT RESOLVED, by the Chairperson and the Board of Trustees of Sanitary and Improvement District No. 29 of Sarpy County, Nebraska, that the Resolution of Necessity to enter into an Interlocal Agreement with the City of Gretna as proposed for adoption at the meeting of the Board of Trustees held on April 22, 2015 be adopted.

Trustee Steven Kurt Neff seconded the motion and on roll call the following voted in favor of the same: Barbara Schutte, Steven Kurt Neff, John Wolken and Lee O'Neal.

The following vote nay: None.

Thereupon, the Chairperson declared the motion carried and said resolution was passed and

adopted.

The Clerk then presented the following statements and recommended the issuance of warrants in payment thereof:

General Fund

Papillion Sanitation	\$ 396.00
Adams & Sullivan, P.C., L.L.O.	\$2,010.00

Trustee Barbara Schutte introduced the following resolutions and moved their adoption:

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 29 of Sarpy County, Nebraska that the Chairperson and Clerk be and they hereby are authorized and directed to execute and deliver Warrant Nos. **G-15-220 and G-15-221** of the District, dated the date of this meeting, to be drawn on the **General Fund**, to draw interest at the rate of Seven percent (7%) per annum (interest to be payable on February of each year) and to be redeemed no later than May 13, 2018, subject to extension of said maturity date by order of the District Court of Sarpy County, Nebraska, after notice is given as required by law, to-wit:

Warrant No. G-15-220 for \$396.00 payable to Papillion Sanitation
Warrant No. G-15-221 for \$2,010.00 payable to Adams & Sullivan, P.C., L.L.O.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 29 of Sarpy County, Nebraska, that both they and the district hereby find and determine and covenant, warrant and agree as follows: the improvements and/or facilities being financed or refinanced by the above Warrants are for essential governmental functions and are designed to serve members of the general public on an equal basis; all said improvements have from the time of their first acquisition and construction been owned, are owned and are to be owned by the District or another political subdivision; to the extent special assessments have been or are to be levied for any of said improvements, such special assessments have been or are to be levied under Nebraska law as a matter of general application to all property specially benefited by said improvements in the District; the development of the land in the District is for residential or commercial use and the development of the land in the District for sale and occupation by the general public has proceeded and is proceeding with reasonable speed; other than any incidental use of said improvements by a developer during the initial period of development of said improvements, there have been, are and will be no persons with rights to use such improvements other than as members of the general public; none of the proceeds of said Bonds or any refinanced indebtedness have been or will be loaned to any private person or entity; the District hereby authorizes and directs the Chairperson or Clerk to file or cause to be filed, when due, an information reporting form pursuant to Section 149(e) of the Internal Revenue Code of 1986, as amended, pertaining to the above Warrants; and the District does not reasonably expect to sell or otherwise dispose of said improvements and/or facilities, in whole or in part, prior to the last maturity of the above Warrants.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 29 of Sarpy County, Nebraska, that the District hereby covenants, warrants and agrees as follows: (a) to take all actions necessary under current federal law to maintain the tax-exempt status (as to taxpayers generally) of interest in the above warrants that are a charge against the construction account of the District; and (b) to the extent that it may lawfully do so, the District hereby designates the above warrants, that are a charge against the construction account of the District, as its "qualified tax-exempt obligations" under Section 265 (b) (3) (B) (i) (III) of the Internal Revenue Code of 1986 as amended and covenants

and warrants that the District does not reasonably expect to issue warrants or bonds or other obligations aggregating in the principal amount of more than \$10,000,000 during the calendar year in which the above warrants are to be issued.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 29 of Sarpy County, Nebraska, that this and the preceding resolutions are hereby adopted as the Certificate With Respect to Arbitrage of the District pertaining to the above warrants and the District and the Chairman and Clerk of the District hereby further certify, as of the date of the registration of the above warrants with the County Treasurer of Sarpy County, Nebraska, as follows:

1. No separate reserve or replacement fund has been or will be established with respect to the above warrants. The District reasonably anticipates that monies in its Bond Fund reasonably attributable to the above warrants in excess of the lesser of: (a) 10% of the net principal proceeds of the above warrants, (b) the maximum annual debt service due on the above warrants or (c) 125% of annual debt service due on the above warrants will be expended for payment of principal or interest on the above warrants within thirteen months after receipt of such monies. That amount which is currently held in the District's Bond Fund which exceeds the amount which is to be expended for payment of principal and interest on the above warrants within thirteen months after receipt of such monies, plus that amount arrived at pursuant to the immediately preceding sentence, will not be invested in any securities or any other investment obligations which bear a yield, as computed in accordance with the actuarial method, in excess of the yield on the above warrants.

2. To the best of their knowledge, information and belief, the above expectations are reasonable.

3. The District has not been notified of any listing of it by the Internal Revenue Service as an issuer that may not certify its bonds.

4. The Certificate is being passed, executed and delivered pursuant to Sections 1.148-2(b)(2) of the Income Tax Regulations under the Internal Revenue Code of 1986, as amended.

Motion seconded by Steven Kurt Neff. On roll call, the following voted for the passage and adoption of the foregoing Resolutions:

AYE: Steven Kurt Neff, John Wolken, Barbara Schutte and Lee O'Neal

The following voted NAY: None

Thereupon the Chairperson declared said motion carried and said resolutions passed and adopted.


Barbara Schutte, Clerk


Lee O'Neal, Chairperson

Duplicate Affidavits of this Publication have been filed in the office of:

County Court Clerk of Dist. Court County Clerk Sec. State

AFFIDAVIT OF PRINTER

STATE OF NEBRASKA

ss.

Sarpy County,

..... Mike Overmann being by me first duly sworn, deposes and says that he is the publisher of THE GREYNA GUIDE & NEWS, a legal weekly newspaper published in the City of Gretna, Sarpy County, Nebr. and of general circulation in said County and State; that said newspaper has a bona fide circulation of more than 300 copies weekly, in said County; and, has been published in said County for more than 52 successive weeks prior to the first publication of the attached notice, that the attached notice was published in said newspaper for ^{TWO}..... consecutive week being the issues of.

..... April 29 , 20 15

..... May 6 , 20 15

..... , 20

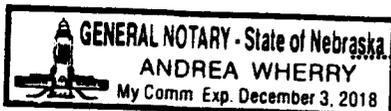
..... , 20

..... , 20

M Overmann
.....
Publisher's Signature

Subscribed in my presence and sworn to before me

this 6th day of May , 2015



Andrea Wherry
.....
Notary Public

Printers Fees For Publishing This Notice	\$ 123.38
Preparation of Affidavit and Billing	\$ 2.00
Notary Fees	\$ 1.00
Copy	\$ _____

an estimate of the total costs of said improvements, including engineering fees, legal fees, fiscal fees, interest and other miscellaneous costs, which estimate is in the sum of \$489,510.00.

To pay the cost of said improvements the Board of Trustees shall have the power to issue negotiable bonds of the District after such improvements have been completed and accepted; said bonds to be called "Sanitary and Improvement District Bonds" and shall be payable and bear interest as provided by the Statutes of the State of Nebraska.

The Board of Trustees shall assess to the extent of special benefits, the cost of such improvements upon properties specially benefited thereby. All special assessments which may be levied upon the properties specially benefited by such improvements shall be levied and collected by the tax collector of the District and shall be paid for the payment of such bonds. The Board of Trustees shall be known as the Sanitary and Improvement District No. 2 of Sarpy County, Nebraska, and shall have the same powers, authority and jurisdiction as are conferred by the Statutes of the State of Nebraska upon such districts. A majority of the Board of Trustees shall constitute a quorum for the transaction of business and the action of a majority shall be binding upon the Board. The Board of Trustees shall have the right to sue and be sued, to contract and to hold real and personal property, and to do all things which natural persons may lawfully do. The Board of Trustees shall have the right to acquire, hold, lease, convey, sell, mortgage, encumber, and otherwise dispose of real and personal property, and to do all things which natural persons may lawfully do. The Board of Trustees shall have the right to employ and discharge such persons as it may deem necessary for the carrying on of its business, and to fix their salaries and compensation. The Board of Trustees shall have the right to borrow money and to issue bonds, and to do all things which natural persons may lawfully do.

SANITARY AND IMPROVEMENT DISTRICT NO. 2 OF SARPY COUNTY, NEBRASKA

By: Lee O'Neal, Chairman
Attest: Barbara Schum, Clerk
Published in the Great Plains & News Wednesday, April 29 & Wednesday, May 6, 1915.

RESOLUTION
The Board of Trustees of the Sanitary and Improvement District No. 2 of Sarpy County, Nebraska, do hereby resolve that the following property shall be assessed to the extent of special benefits, the cost of such improvements upon properties specially benefited thereby: All special assessments which may be levied upon the properties specially benefited by such improvements shall be levied and collected by the tax collector of the District and shall be paid for the payment of such bonds. The Board of Trustees shall be known as the Sanitary and Improvement District No. 2 of Sarpy County, Nebraska, and shall have the same powers, authority and jurisdiction as are conferred by the Statutes of the State of Nebraska upon such districts. A majority of the Board of Trustees shall constitute a quorum for the transaction of business and the action of a majority shall be binding upon the Board. The Board of Trustees shall have the right to sue and be sued, to contract and to hold real and personal property, and to do all things which natural persons may lawfully do. The Board of Trustees shall have the right to acquire, hold, lease, convey, sell, mortgage, encumber, and otherwise dispose of real and personal property, and to do all things which natural persons may lawfully do. The Board of Trustees shall have the right to employ and discharge such persons as it may deem necessary for the carrying on of its business, and to fix their salaries and compensation. The Board of Trustees shall have the right to borrow money and to issue bonds, and to do all things which natural persons may lawfully do.

CERTIFICATE OF POSTING

I, the undersigned Clerk of Sanitary and Improvement District No. 29, of Sarpy County, Nebraska, do hereby certify that the notice of the meeting of the Board of Trustees to be held on the 13th day of May 2015 at City Hall, Gretna, Nebraska, was posted by me on the 30th day of April 2015, in three conspicuous places in the District, and that said notice remained posted until the 13th day of May 2015.

In witness whereof I have set my hand officially this 13th day of May 2015.



Barbara Schutte, Clerk

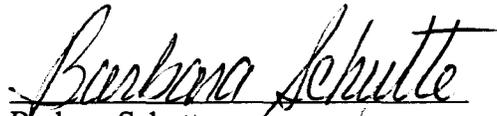
ACKNOWLEDGMENT OF RECEIPT OF NOTICE OF MEETING

The undersigned Trustees of Sanitary and Improvement District No. 29 of Sarpy County, Nebraska, hereby acknowledge receipt of advance notice of a meeting of the Board of Trustees of said district and the agenda for such meeting held at 7:00 p.m. on May 13, 2015 at Gretna City Hall, Gretna, Nebraska

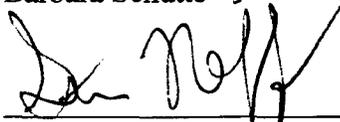
Dated this 13th day of May 2015



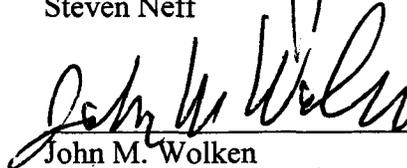
Lee D. O'Neal



Barbara Schutte



Steven Neff



John M. Wolken



Don Stungis

CERTIFICATE

ACOPY

The undersigned hereby certify that they are the Chairperson and Clerk of Sanitary and Improvement District Number 29 of Sarpy County, Nebraska, (the "District") and hereby further certify as follows:

1. Annexed to this certificate is a true and correct transcript of the proceedings of the Board of Trustees of the District relating to a meeting of said District held on the date and at the time reflected in the meeting minutes contained in said foregoing transcript (the "Meeting"). All of the proceedings of the District and of the Board of Trustees thereof which are set out in the annexed and foregoing transcript have been fully recorded in the journal of proceedings of the District and the undersigned District Clerk has carefully compared the annexed and foregoing transcript with said journal and with the records and files of the District which are in such Clerk's official custody and said transcript is a full, true and complete copy of said journal, records and files which are set out therein.

2. Advance notice for the Meeting was given by publication as set forth in the affidavit of publication contained in the foregoing transcript and was mailed to the Clerk of the municipality or county within whose zoning jurisdiction the District is located at least seven days prior to the date of the Meeting. Advance notice for the Meeting, including notice of agenda subjects, was given to all members of the Board of Trustees. All news media requesting notification of meetings of said body were provided with advance notice of the times and places of such meetings and the subjects to be discussed.

3. All of the subjects addressed at the Meeting were contained in the agenda for the Meeting, which agenda was kept continually current and readily available for public inspection at the address listed in the meeting notice for the Meeting and a copy of which is attached to this Certificate; such subjects were contained in said agenda for at least 24 hours prior to the Meeting and each agenda item was sufficiently descriptive to give the public reasonable notice of the matters to be considered at the Meeting.

4. A current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during the Meeting in the room in which such Meeting was held and all in attendance at the Meeting were informed that such copy of the Nebraska Open Meetings Act was available for review and were informed of the location of such copy in the room in which such Meeting was being held. At least one copy of all resolutions and other reproducible written materials, for which actions are shown in said proceedings, was made available for examination and copying by members of the public at the Meeting.

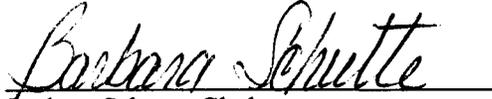
5. The minutes of the Meeting were in written form and available for public inspection within ten (10) working days after the Meeting or prior to the next convened meeting, whichever occurred earlier, at the office of the District; within thirty (30) days after the date of the Meeting, a copy of the minutes of the Meeting was sent to the Clerk of the municipality or county within whose zoning jurisdiction the District is located.

6. No litigation is now pending or threatened to restrain or enjoin the District from the issuance and delivery of any warrants or other obligations issued by the District or the levy and collection of tax or other revenues or relating to any of the improvements for which any such warrants or other obligations were or are issued nor in any manner questioning the proceedings and authority under which any such warrants or other obligations were or are issued or affecting the validity thereof; neither the corporate existence or boundaries of the District nor the title of its present officers to their respective offices is being contested; no authority or proceedings for the issuance of any warrants or other obligations by the District have been repealed, revoked or rescinded as of the date hereof. All actions taken by the Board of Trustees referred to in said transcript were taken at a public meeting while open to the attendance of the public.

IN WITNESS WHEREOF, we have hereunto affixed our official signatures this 13th day of May
2015.

A handwritten signature in cursive script, appearing to read "L O'Neal", written above a horizontal line.

Lee O'Neal, Chairperson

A handwritten signature in cursive script, appearing to read "Barbara Schutte", written above a horizontal line.

Barbara Schutte, Clerk

INTERLOCAL COOPERATION AGREEMENT
(Westridge Farms Water System)

COPY

This INTERLOCAL COOPERATION AGREEMENT is made and entered into by and between CITY OF GRETNA, in the State of Nebraska (hereinafter referred to as "City") and SANITARY AND IMPROVEMENT DISTRICT NO. 29 OF SARPY COUNTY, NEBRASKA (hereinafter referred to as "SID 29").

PRELIMINARY STATEMENT

SID 29 presently maintains its own water system undertaking the development of the real property legally described as Westridge Farms which is generally located east of 204th Street and north of Capehart in Sarpy County, Nebraska.

Pursuant to the Interlocal Cooperation Act, Section 23-2201, et seq., the City and SID 29 are authorized to enter into this Agreement with each other so as to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of such political subdivisions.

It is in the best interests and would be mutually advantageous to the City and SID 29 to construct at this time, pursuant to this Agreement, a Water Main and appurtenances and water service to the property lines as shown on the site plan (the "Site Plan") attached hereto as Exhibit "A" and incorporated herein by this reference. Such improvements shall include, without limitation, connecting to the existing 12" diameter main and in existing 8" diameter main located in Ira Street within the Lyman Highlands subdivision, a 1" water service taps, new curb stops, new water service lines to the property line for the 34 users, water meters and shutting down and capping the existing well, as more particularly described within the schedule of estimated cost summary from Olmstead & Perry Consulting Engineers, Inc., dated April 22, 2015, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, hereinafter referred to as the "Improvements." Said attachments are intended to show only a basic description of the work and the costs presently estimated and may be revised from time to time.

NOW, THEREFORE, in consideration of the covenants herein set forth, the City and SID 29 do hereby agree and contract with each other as follows:

1. No Administrative Entity. There shall be no separate legal or administrative entity created to administer this Agreement and, therefore, no separate budget established for such an entity.
2. Plans and Design. The City Engineer ("Engineer"), has prepared the plans and specifications for the construction of the Improvements. The final plans and specifications shall be reviewed and approved by each of the parties hereto.

3. Construction. The City agrees to cause the Improvements to be constructed and bid in accordance with the plans and specifications approved by the parties hereto in accordance with Paragraph 2. During the course of the construction of the Improvements, the City and SID 29 may at any time cause inspection of the work to insure compliance with the final plans and specifications.

4. Payment of Costs of Improvements and Other Fees. The estimated costs for the Improvements, Water Capital Facilities Fees and Water Connection Fees are as shown on the attached Exhibit "B" which shall be 100% paid by SID 29 directly to the City or to SID 29's professional vendors, including but not limited to, its attorney, underwriter and advisors. SID 29's cost is estimated to be Four Hundred Eighty-Nine Thousand Five Hundred Ten and 00/100 Dollars (\$489,510.00). In the event that the lowest responsible bid received exceeds the Engineer's cost estimate by fifteen percent (15%) or more, the parties shall promptly meet to determine whether it would be in the parties' best interests to rebid the Improvements or award the contract as bid. No change order to the construction contract between the City and the Improvement's contractor shall cause a contract increase exceeding five percent (5%) of the contract price without the approval of all parties, which approval shall not be unreasonably withheld.

SID 29 shall pay the determined costs of such portion of the Water Main prior to installation according to the following:

- a) At execution of this Interlocal Agreement – an amount equal to the estimated cost of surveying, geotechnical investigation, and engineering design related to such portion of the water system.
- b) At Completion of the Bidding Stage – an additional amount equal to the sum of the cost of bidding, the estimated cost of construction, the estimated cost of construction, the estimated cost of engineering administration and construction of observation, the costs of easements and legal services, and any cost adjustment to reflect the actual cost of those services outlined above, for such portion of the water system.
- c) At Completion of the Project – Final cost adjustment based on the actual final costs of the project, including all construction change orders and any adjustment to reflect the actual costs of those services outlined above, for such portion of the water system. No interest shall be paid on any adjustment amount, regardless of whether it is an additional payment by the District, or a refund by the City.

The water system will not be placed into operation until all final cost adjustments and arrangements for payment have been made.

5. Purpose of Agreement; Timing of Work. It is the mutual desire and intention of the parties that the Improvements shall be completed as expeditiously as possible. Accordingly, the parties hereby agree to cooperate with each other and make reasonable, good faith efforts to perform their obligations hereunder in a timely manner so as to achieve completion of all of the

Improvements contemplated by this Agreement. No separate legal or administrative entity will be created hereunder. Existing Agents of the respective parties will complete the terms of this contract.

6. Records. The City shall maintain records of all construction costs incurred by the City in connection with the Improvements and the City and SID 29 shall have the right to audit and review such records at any time to assure that such records are accurate.

7. Duration. This Agreement shall continue until such time as the Improvements to be performed by the City pursuant to this Agreement have been completed and paid for, unless this Agreement is terminated sooner by the written agreement of all parties hereto.

8. Appointment of Administrators. The City Engineer or his designee shall administer this contract on behalf of the City and SID 29. The parties hereto agree that the City shall serve as the lead agency for the said Improvements.

9. Maintenance. The Improvements shall be maintained by the City for all Improvements necessitated outside of the boundaries of SID 29. The Improvements within the boundaries of SID 29 shall be maintained by SID 29, except the meters which shall be the responsibility of each respective owner of the property being benefitted by the same.

10. Financing. SID 29 shall finance its costs herein. Such financing shall include specially assessing the property owners at least 56% of the total costs and financing the remaining amount with general obligation financing over a period not to exceed 15 years.

11. Entire Agreement. This instrument contains the entire agreement of the parties and shall be binding upon the successors and assigns of the respective parties. No amendments, deletions, or additions shall be made to this Agreement except in writing signed by all parties. Nebraska law shall govern the terms and performances under this Agreement.

12. Nondiscrimination Clause. In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. 48-1122, each party agrees that it nor any of its subcontractors or agents shall discriminate against any employee, or applicant for employment to be employed in the performance of this agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.

13. Choice of Law. This Agreement shall be governed in all respects by the laws of the State of Nebraska and the venue for any litigation with respect hereto shall be in the courts of Sarpy County, Nebraska.

14. New Employee Work Eligibility Status. The parties agree to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The parties are required and hereby agree to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work

authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

15. Conflict of Interest. The parties warrant to each other that they have not employed nor retained any company or person, other than a bona fide employee working solely for the parties to this Agreement to solicit or secure this contract, and that they have not paid or agreed to pay any company or person other than a bona fide employee working solely for the parties, any fee, commissions, percentage, brokerage fees, gifts or other consideration, contingent upon or resulting from the award or making of this contract.

16. Severability. In the event any portion of this Agreement may be held invalid or unenforceable for any reason, it is agreed that any invalidity or unenforceability shall not affect the remainder of this Agreement and the remaining provisions shall remain in full force and effect, and any court of competent jurisdiction may so modify any objectionable provision of this Agreement so as to render it valid and enforceable.

IN WITNESS WHEREOF, we, the contracting Parties, by our respective duly authorized agents, hereby enter into this Agreement, effective on the day and year affixed hereon. Executed in duplicate on the dates indicated with the signatures below.

Executed by City this 5th day of May, 2015.

ATTEST:

Jimmy K. Jodan
City Clerk

THE CITY OF GRETNA, NEBRASKA

By [Signature]
Mayor

APPROVED AS TO FORM:

[Signature]
City Attorney

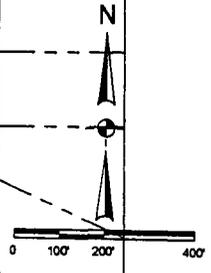
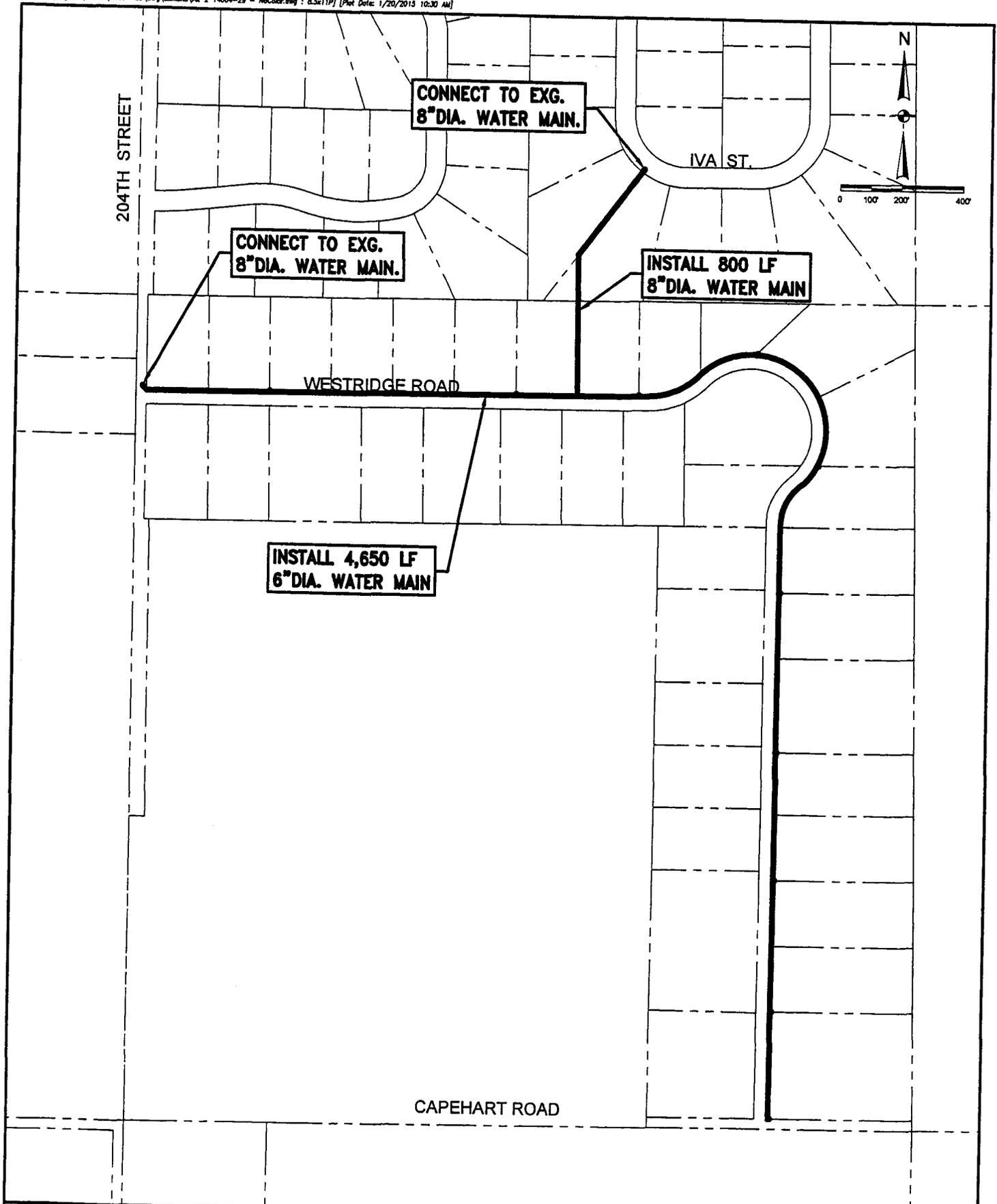
Approved by SID 29 this _____ day of _____, 2015.

ATTEST:

SANITARY AND IMPROVEMENT DISTRICT
NO. 29 OF SARPY CITY, NEBRASKA

[Signature]
Clerk

By [Signature]
Chairperson



SHEET NO. Ex. B	PROJECT NO. 14004-29 DATE DECEMBER 2014	ALTERNATIVE NO. 2 WATER SYSTEM REPLACEMENT	WATER SYSTEM CONNECTION SID NO. 29 (WESTRIDGE FARMS) SARPY COUNTY, NEBRASKA	OLMSTED & PERRY CONSULTING 10730 PACIFIC OMA
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EXHIBIT
A

MEMORANDUM

DATE: April 21, 2015
April 22, 2015 (Revised)

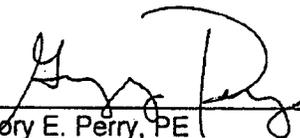
TO: Pat Sullivan, SID Attorney
Steven Perry, City Engineer
File

FROM: Gregory E. Perry, PE
OLMSTED & PERRY CONSULTING ENGINEERS INC.

RE: Sanitary and Improvement District No. 29 (Westridge Farms)
Water System Connection Costs
Sarpy County, Nebraska
OPCE Project No. 14004-29

As a follow-up to the Memorandum dated February 2, 2015 regarding alternatives to replace the SID's water supply to the City of Gretna's system, the breakdown of costs for the water main replacement, water service connection and connection fees are below:

WATER SYSTEM REPLACEMENT		
Water Main and Appurtenances	\$	260,875
Water Service To Property Line	\$	42,765
CONSTRUCTION TOTAL	\$	303,640
Construction Contingency (10%)	\$	30,360
Engineering Design and Construction (18%)	\$	60,120
Legal, Fiscal & Misc. (5%)	\$	16,700
Warrant Fee (6%)	\$	20,040
Connection Fees (34 Lots x 1,725/Lot)	\$	58,650
TOTAL	\$	489,510
FINANCING BREAKDOWN		
General Obligation (50% - Connection Fees)	\$	215,430
Special Assessment (50% + Connection Fees)	\$	274,080
PROJECT TOTAL	\$	489,510


Gregory E. Perry, PE

OLMSTED & PERRY CONSULTING ENGINEERS INC.

10730 Pacific Street • Suite 232 • Omaha, Nebraska 68114

Phone: 402-399-8552 Fax: 402-399-9852

EXHIBIT

B