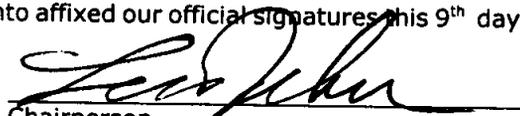


CERTIFICATE

The undersigned hereby certify that they are the Chairperson and Clerk of **Sanitary and Improvement District Number 235 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 9th day of May 2012


Chairperson


Clerk

MAY 10 2012

**MEETING MINUTES OF
SANITARY AND IMPROVEMENT DISTRICT NO. 235
OF SARPY COUNTY, NEBRASKA HELD ON**

The meeting of the Board of Trustees of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska was convened in open and public session at 8:30 a.m. on May 9, 2012 at 10333 So. 152nd Street, Omaha, Nebraska.

Present at the meeting were Trustees Jim Emmons, Loren Johnson, Paula Johnson, Joseph Daffer and Mark Kinsey. Also present was Brian C. Doyle, attorney for the District.

Notice of the meeting was given in advance thereof by publication in The Bellevue Leader on April 25 and May 2, 2012, a copy of the Proof of Publication being attached to these minutes. Notice of the meeting was simultaneously 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 to 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 then certified that notice of this meeting had been given to the Sarpy County Clerk at least seven days prior to the time set by the Board of Trustees for this meeting and filed his Certificate to that effect, said Certificate being attached to these minutes and made a part hereof by this reference.

The Chairman 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 Clerk then announced that the last publication of the notice of this meeting was more than five days prior to the time set by the Board of Trustees for public hearing, as set forth in the Proof of Publication. The Clerk further announced that notice had been posted in three conspicuous places within the District and filed his Certificate to that effect, said Certificate being attached to these minutes and made a part hereof by this reference.

The Clerk then stated that no petition opposing the Resolution of Necessity had been filed by any of the property owners within the District nor by any other person and no person appeared at the meeting or made any objections to the proposed Resolution of Necessity.

The Trustees then voted "aye" and passed and adopted the proposed Resolution of

Advisability and Necessity, the same being the Resolution adopted in form at the meeting of the Board of Trustees held on April 11, 2012, which Resolution is set forth in full in the Proof of Publication attached hereto; the Trustees then passed the following resolution:

BE IT RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska that the Resolution of Necessity for the construction of Sanitary Sewer, Outfall Sewer, and Storm and Paving - Section II be and hereby is approved as proposed at the meeting of the Board of Trustees held on April 11, 2012.

The Chairman then presented the following statements for payment from the General Fund Account of the District:

a) E & A Consulting Group for engineering services (#117376)	\$1,484.59
b) Lamp Rynearson & Associates for engineering services. (#2)	\$2,777.23
c) Makie Construction for PE #1-Final for 180 th Street Sidewalk Improvements.	\$14,268.21

The Chairman then advised that Kuehl Capital Corporation will place \$18,530.03 in warrants at this time payable from the General Fund Account of the District, and that the charge for the placement of said warrants, in accordance with the financing agreement heretofore entered into between said fiscal agent and the District is four percent or \$741.20.

The Chairman then presented the statement of Bankers Trust for paying agent and registrar fees in the sum of \$1,000.00 and the Clerk was directed to attach a copy to these minutes.

The Chairman then advised that Kuehl Capital Corporation will place \$1,000.00 in warrants at this time payable from the Construction Fund Account of the District (\$40.00), and for Construction Fund Warrant Nos. 970 - 990, inclusive, issued at the meeting held April 11, 2012 (\$7,538.17), and that the charge for the placement of said warrants, in accordance with the financing agreement heretofore entered into between said fiscal agent and the District is four percent or \$7,578.17.

Then, upon a motion duly made, seconded and upon a roll call vote of "aye" by the Trustees, the following resolutions were adopted:

RESOLVED by the Board of Trustees of Sanitary and Improvement

District No. 235 of Sarpy County, Nebraska that the Chairman and Clerk be and they hereby are authorized and directed to execute and deliver Warrant Nos. 991 through 1000, inclusive, of the District, to the following payees, for the following services and in the following amounts, said warrants to draw interest at the rate of 7% per annum, Warrant Nos. 991 through 998, inclusive, to be payable from the General Fund Account of the District and to be redeemed no later than May 9, 2015; and Warrant Nos. 999 and 1000 to be payable from the Construction Fund Account of the District (interest to be payable on April 1 of each year) and to be redeemed no later than five years from the date hereof being May 9, 2017, 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:

- a) Warrant No. 991 for \$1,484.59 to E & A Consulting Group for engineering services.
- b) Warrant No. 992 for \$2,777.23 payable to Lamp Rynearson & Associates for engineering services.
- c) Warrant No. 993 through 996, inclusive, each for \$3,000.00 and Warrant No. 997 for \$2,268.21 all payable to Makie Construction for PE #1-Final for 180th Street Sidewalk Improvements.
- d) Warrant No. 998 for \$741.20 payable to Kuehl Capital Corporation for the placement of General Fund warrants issued at this meeting.
- e) Warrant No. 999 for \$1,000.00 payable to Bankers Trust for paying agent and registrar fees.
- f) Warrant No. 1000 for \$7,578.17 payable to Kuehl Capital Corporation for the placement of Construction Fund warrants.

FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 235 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. 235 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 on the above Warrants; and (b) to the extent that it may lawfully do so, the District hereby designates the above Warrants 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 reasonable expect to issue warrants or bonds or other obligations aggregating in the principal amount of more than \$5,000,000 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. 235 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 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 less 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 average

annual debt service due on the above Warrants will be expended for payment of principal of and interest on the above Warrants within 13 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 13 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 exceptions 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. This 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, and under the Internal Revenue Code of 1986.

The Chairman then presented the engineer's estimate for the District entering into and Underground Service Agreement with Omaha Public Power District for the construction of Underground Electric Service, together with an estimate of the total cost of said improvement prepared by Lamp Rynearson & Associates, engineers for the District, which cost estimate, including engineering fees, legal fees, fiscal fees, administration costs and other miscellaneous costs is in the sum of \$67,580.60.

After discussion, the Resolution contained in Exhibit "A", attached hereto and by this reference incorporated herein was duly introduced, seconded and upon a roll call vote of "aye" by the Trustees, was unanimously adopted; the Trustees then passed the following resolution:

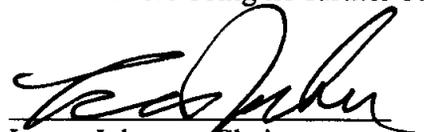
RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska that the hearing on the proposed Resolution of Advisability and Necessity for the District entering into an Underground Service Agreement with Omaha Public Power District for the construction of Underground Electric Service shall be held at 10333 So. 152nd Street, Omaha, Nebraska at 8:30 a.m. on May 30, 2012 at which time owners of property within the District who might become subject to assessment for the improvements contemplated by the proposed Resolution of Necessity may appear and make objections to the proposed improvements and if

a petition opposing the proposed Resolution of Advisability and Necessity, signed by the property owners representing a majority of the front footage which might become subject to assessments for the cost of said improvements, as set out in the Resolution, is filed with the Clerk of the District within three days before the date set for hearing on such Resolution, such Resolution shall not be passed.

BE IT FURTHER RESOLVED that the notice of said hearing shall be given by publication in the Bellevue Leader, a legal newspaper of Sarpy County, Nebraska for two consecutive weeks on May 16 and May 23, 2012, which publication shall contain the entire wording of the proposed Resolution and that notice shall be given by posting same in three consecutive places within the boundaries of the District as required by Section 31-745 R.R.S. and further, that the Clerk of the District shall give notice not less than seven days prior to said hearing to the Sarpy County Clerk of Papillion, Nebraska as required by Section 31-727.02 R.R.S.

The Chairman then presented the Agreement for Interceptor Connection and Wastewater Service between the City of Gretna, Nebraska, The City of Omaha, Nebraska and the District. Following review, it was unanimously agreed upon to have the Chairman and Clerk execute said Agreement and the Clerk was directed to attach a copy to these minutes.

There being no further business to come before the meeting, the meeting was adjourned.


Loren Johnson, Chairman


Jim Emmons, Clerk

Shon Barenklau
Publisher

OR Kirk Hoffman
Business Manager

Today's Date 05-07-2012

Signed in my presence and sworn to before me:

Jessica C. [Signature]
Notary Public

Printer's Fee \$ 170.93
Customer Number: 40972
Order Number: 0001506525

NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska will be held at 8:30 a.m. at 10333 South 182nd Street, Omaha, Nebraska on May 9, 2012, which meeting will be open to the public. The agenda for such meeting, kept continuously current, is available for public inspection at 11440 West Center Road, Omaha, Nebraska and includes the payment of bills of the District and the consideration and passing or amending and passing the following Resolution, to-wit:

BE IT RESOLVED that the Board of Trustees of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska find and determine that it is advisable and necessary for the District to construct an improvement within the boundaries of the District, which improvement shall be designated as Sanitary Sewer, Outfall Sewer, Storm and Paving Section II, and shall be constructed as follows:

SANITARY SEWER - Construct sanitary sewer pipes together with manholes and service stubs, and perform all work necessary or incidental thereto in the following locations:

183rd Terrace/Emiline Street - Commencing at a point 9 feet north and 13 feet west of the southwest corner of Lot 3; thence northerly an 8" pipe 135 feet to a point 30 feet north of the northwest corner of Lot 3; thence northwesterly an 8" pipe 874 feet to a point 25 feet south and 11 feet west of the southwest corner of Lot 18; thence easterly an 8" pipe 335 feet to a point 20 feet south of the southwest corner of Lot 24.

183rd Avenue/183rd Terrace - Commencing at a point 30 feet north of the northwest corner of Lot 3; thence southeasterly an 8" pipe 158 feet to a point 12 feet north and 47 feet west of the northwest corner of Lot 40; thence northerly 775 feet to a point 1 foot north and 25 feet west of the northwest corner of Lot 26.

183rd Avenue - Commencing at a point 12 feet north and 47 feet west of the northwest corner of Lot 40; thence southerly an 8" pipe 100 feet to a point 17 feet west of the northwest corner of Lot 42.

OUTFALL SANITARY SEWER - Construct sanitary sewer pipes together with manholes, and perform all work necessary or incidental thereto in the following locations:

OUTLOT A - Commencing at a point 1405 feet south and 35 feet east of the southeast corner of Lot 42; thence northwesterly a 10" pipe 1383 feet to a point 338 feet south and 235 feet west of the southeast corner of Outlot A; thence northeasterly an 8" pipe 412 feet to a point 9 feet north and 13 feet west of the southwest corner of Outlot A.

STORM SEWER - Construct storm sewer pipes together with manholes, area inlets and discharge structures, and perform all work necessary or incidental thereto in the following locations:

Emiline Street - Commencing at a point 26 feet north and 32 feet west of the southwest corner of Lot 17; thence southerly an 18" pipe 66 feet to a point 40 feet south and 26 feet west of the southwest corner of Lot 17.

183rd Avenue - Commencing at a point 9 feet west of the northwest corner of Lot 40; thence northerly and easterly an 18" pipe 285 feet to a point 3 feet north and 6 feet west of the northeast corner of Lot 37.

183rd Terrace West - Commencing at a point 15 feet north and 48 feet west of the northwest corner of Lot 3; thence northerly a 30" pipe 30 feet to a point 39 feet north and 39 feet west of the northwest corner of Lot 3; thence northwesterly an 18" pipe 157 feet to a point 5 feet south and 10 feet west of the southwest corner of Lot 47.

183rd Terrace East - Commencing at a point 39 feet north and 39 feet west of the northwest corner of Lot 3; thence easterly a 24" pipe 237 feet to a point 9 feet west of the northwest corner of Lot 40.

Josephine Street - Commencing at a point 77 feet south and 42 feet west of the southeast corner of Lot 42; thence northerly a 42" pipe and 18" pipe 65 feet to a point 12 feet south and 37 feet west of the southeast corner of Lot 42.

Outlot A - Commencing at a point 378 feet south and 280 feet west of the southeast corner of Outlot A; thence northeasterly a 36" and 24" pipe 496 feet to a point 43 feet north and 17 feet west of the southeast corner of Outlot A.

PAVING - Construct 25 feet wide 7-inch thick P.C.C. pavement with integral curb, together with inlets and appurtenances and perform all other work necessary or incidental thereto in the following locations:

184th Street - Commencing at the intersection of the centerlines of Harrison Street and 184th Street; thence southerly a 25' wide P.C.C. pavement 204 feet to the intersection of the centerlines of 184th Street and Emiline Street.

Emiline Street - Commencing at the intersection of the centerlines of 184th Street and Emiline Street; thence easterly a 25' wide P.C.C. pavement 555 feet to a point 27 feet north and 35 feet east of the northeast corner of Lot 25.

183rd Terrace - Commencing at a point of the intersection of the centerlines of 183rd Terrace and Emiline Street; thence southeasterly a 25' wide P.C.C. pavement 1057 feet to the intersection of the centerlines of 183rd Terrace and 183rd Avenue.

183rd Avenue - Commencing at the intersection of the centerlines of 183rd Avenue and Emiline Street; thence southerly a 25' wide P.C.C. pavement 1058 feet to the intersection of the centerlines of 183rd Avenue and Josephine Street.

Josephine Street - Commencing at the intersection of the centerlines of 183rd Avenue and Josephine Street; thence easterly a 25' wide P.C.C. pavement 159 feet to a point 23 feet south and 25 feet east of the southeast corner of Lot 42.

The outer boundaries of the area which may become subject to special assessment for said improvement are proposed to be the same as the outer boundaries of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska.

Plans and Specifications for said improvement have been prepared by Lamp, Rynearson & Associates, engineers for the District and said engineers have filed with the Clerk of the District, prior to the first publication of this Resolution, an estimate of the total costs of said improvement, including engineering fees, legal fees, fiscal fees, interest and other miscellaneous costs, which estimate is in the sum of \$688,695.26.

To pay the cost of said improvement 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, when collected, be set aside and constitute a sinking fund for the payment of interest and principal of said bonds. The District shall also cause to be levied annually a tax upon the assessed value of all of the taxable property in the District except intangible property, which together with said sinking fund derived from special assessments shall be sufficient to meet payment of the interest and principal of said bonds as the same become due; said tax shall be known as the Sanitary and Improvement District Tax and shall be payable annually in money.

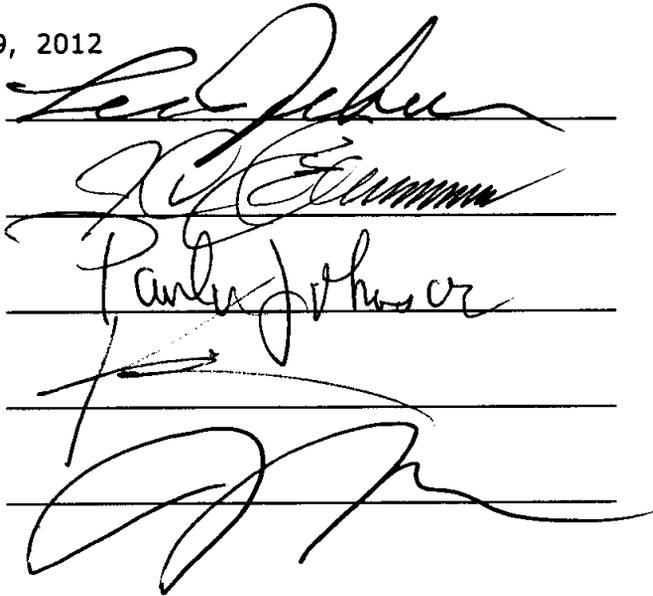
If a petition opposing this Resolution, signed by property owners representing a majority of the front footage which may become subject to assessment for the cost of the improvements as set forth herein, is filed with the Clerk of the District within three (3) days before the date of the hearing on this Resolution, this Resolution shall not be passed.

SANITARY AND IMPROVEMENT DISTRICT NO. 235
OF SARPY COUNTY, NEBRASKA
By: Loren Johnson, Chairman
Jim Emmons, Clerk

ACKNOWLEDGMENT OF RECEIPT OF
NOTICE OF MEETING

The undersigned Trustees of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska do 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 8:30 a.m. on May 9, 2012 at 11440 West Center Road, Omaha, Nebraska.

DATED: May 9, 2012



The image shows four handwritten signatures, each written on a horizontal line. The signatures are written in black ink and are cursive in style. The first signature is the most legible, appearing to read 'Lee Johnson'. The second signature is less legible but appears to start with 'J. E.'. The third signature is also less legible but appears to start with 'Paul'. The fourth signature is the most stylized and least legible.

CERTIFICATE

The undersigned being Clerk of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska hereby certifies that Notice of a Meeting of the Board of Trustees of said District held on May 9, 2012 was mailed to the Sarpy County Clerk at least seven days prior to the date of said meeting.

The undersigned further certifies that the agenda for the meeting of the Board of Trustees of said District was prepared and available for public inspection at the address designated in the notice of meeting published in The Bellevue Leader on April 25 and May 2, 2012 and that no items were added to the agenda after the commencement of the meeting; and further, that the minutes for the meeting were available for public inspection within ten (10) days of the date of said meeting and that a copy of the minutes of this meeting were sent to the Sarpy County Clerk within thirty days from the date of this meeting.



Clerk

CERTIFICATE

The undersigned, Clerk of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska does hereby certify that notice was posted in three conspicuous places within the District with regard to Resolution of Necessity for the construction of Sanitary Sewer, Outfall Sewer, Storm and Paving Section II.


Clerk

SUBURBAN NEWSPAPERS, Inc.

Your legal notice was published in the Bellevue Leader on 4/25/2012 and will end on 5/2/2012 affidavit of publication will follow.

Thank you.

FULLENKAMP, DOYLE & JOSEUN
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144
SANITARY AND IMPROVEMENT DISTRICT NO. 236
OF SARPY COUNTY, NEBRASKA
NOTICE

NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 236 of Sarpy County, Nebraska will be held at 8:30 a.m. at 10333 South 482nd Street, Omaha, Nebraska on May 8, 2012, which meeting will be open to the public. The agenda for such meeting, kept continuously current, is available for public inspection at 11440 West Center Road, Omaha, Nebraska and includes the payment of bills of the District and the consideration and passing or amending and passing the following Resolution, to-wit:

BE IT RESOLVED that the Board of Trustees of Sanitary and Improvement District No. 236 of Sarpy County, Nebraska find and determine that it is advisable and necessary for the District to construct an improvement within the boundaries of the District, which improvement shall be designated as Sanitary Sewer, Outfall Sewer, Storm and Paving Section II, and shall be constructed as follows:

SANITARY SEWER - Construct sanitary sewer pipes together with manholes and service stubs, and perform all work necessary or incidental thereto in the following locations:

183rd Terrace/Emiline Street - Commencing at a point 9 feet north and 13 feet west of the southwest corner of Lot 3; thence northerly an 8" pipe 135 feet to a point 30 feet north of the northwest corner of Lot 3; thence northwesterly an 8" pipe 874 feet to a point 25 feet south and 11 feet west of the southwest corner of Lot 16; thence easterly an 8" pipe 338 feet to a point 20 feet south of the southwest corner of Lot 24.

183rd Avenue/183rd Terrace - Commencing at a point 30 feet north of the northwest corner of Lot 3; thence southeasterly an 8" pipe 156 feet to a point 12 feet north and 47 feet west of the northwest corner of Lot 40; thence northerly 775 feet to a point 1 foot north and 25 feet west of the northwest corner of Lot 28.

183rd Avenue - Commencing at a point 12 feet north and 47 feet west of the northwest corner of Lot 40; thence southerly an 8" pipe 100 feet to a point 17 feet west of the northwest corner of Lot 42.

OUTFALL SANITARY SEWER - Construct sanitary sewer pipes together with manholes, and perform all work necessary or incidental thereto in the following locations:

OUTLOT A - Commencing at a point 1405 feet south and 36 feet east of the southeast corner of Lot 42; thence northwesterly a 10" pipe 1383 feet to a point 338 feet south and 238 feet west of the southeast corner of Outlot A; thence northeasterly an 8" pipe 412 feet to a point 9 feet north and 13 feet west of the southwest corner of Outlot A.

STORM SEWER - Construct storm sewer pipes together with manholes, area inlets, and discharge structures, and perform all work necessary or incidental thereto in the following locations:

Emiline Street - Commencing at a point 28 feet north and 32 feet west of the southwest corner of Lot 17; thence southerly an 18" pipe 66 feet to a point 40 feet south and 26 feet west of the southwest corner of Lot 17.

183rd Avenue - Commencing at a point 9 feet west of the northwest corner of Lot 40; thence northerly and easterly an 18" pipe 286 feet to a point 3 feet north and 6 feet west of the northeast corner of Lot 37.

183rd Terrace West - Commencing at a point 15 feet north and 48 feet west of the northwest corner of Lot 3; thence northerly a 30" pipe 30 feet to a point 36 feet north and 39 feet west of the northwest corner of Lot 3; thence northwesterly an 18" pipe 157 feet to a point 5 feet south and 10 feet west of the southwest corner of Lot 47.

183rd Terrace East - Commencing at a point 38 feet north and 38 feet west of the northwest corner of Lot 3; thence easterly a 24" pipe 237 feet to a point 9 feet west of the northwest corner of Lot 40.

Josephine Street - Commencing at a point 77 feet south and 42 feet west of the southeast corner of Lot 42; thence northerly a 42" pipe and 18" pipe 66 feet to a point 12 feet south and 37 feet west of the southeast corner of Lot 42.

Outlot A - Commencing at a point 378 feet south and 280 feet west of the southeast corner of Outlot A; thence northeasterly a 30" and 24" pipe 498 feet to a point 43 feet north and 17 feet west of the southeast corner of Outlot A.

PAVING - Construct 28 feet wide 7-inch thick P.C.C. pavement with integral curb, together with inlets and appurtenances and perform all other work necessary or incidental thereto in the following locations:

184th Street - Commencing at the intersection of the centerlines of Harrison Street and 184th Street; thence southerly a 25' wide P.C.C. pavement 204 feet to the intersection of the centerlines of 184th Street and Emiline Street.

Emiline Street - Commencing at the intersection of the centerlines of 184th Street and Emiline Street; thence easterly a 25' wide P.C.C. pavement 555 feet to a point 27 feet north and 35 feet east of the northeast corner of Lot 28.

183rd Terrace - Commencing at a point of the intersection of the centerlines of 183rd Terrace and Emiline Street; thence southeasterly a 25' wide P.C.C. pavement 1057 feet to the intersection of the centerlines of 183rd Terrace and 183rd Avenue.

183rd Avenue - Commencing at the intersection of the centerlines of 183rd Avenue and Emiline Street; thence southerly a 25' wide P.C.C. pavement 1058 feet to the intersection of the centerlines of 183rd Avenue and Josephine Street.

Josephine Street - Commencing at the intersection of the centerlines of 183rd Avenue and Josephine Street; thence easterly a 25' wide P.C.C. pavement 159 feet to a point 23 feet south and 25 feet east of the southwest corner of Lot 42.

The outer boundaries of the areas which may become subject to special assessment for said improvement are proposed to be the same as the outer boundaries of Sanitary and Improvement District No. 236 of Sarpy County, Nebraska.

Plans and Specifications for said improvement have been prepared by Lamp, Fryearson & Associates, engineers for the District and said engineers have filed with the Clerk of the District, prior to the first publication of this Resolution, an estimate of the total costs of said improvement, including engineering fees, legal fees, fiscal fees, interest and other miscellaneous costs, which estimate is in the sum of \$866,666.28.

To pay the cost of said improvement 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, when collected, be set aside and constitute a sinking fund for the payment of interest and principal of said bonds. The District shall also cause to be levied annually a tax upon the assessed value of all of the taxable property in the District except intangible property, which together with said sinking fund derived from special assessments shall be sufficient to meet payment of the interest and principal of said bonds as the same become due; said tax shall be known as the Sanitary and Improvement District Tax and shall be payable annually in money.

If a petition opposing this Resolution, signed by property owners representing a majority of the front footage which may become subject to assessment for the cost of the improvements as set forth herein, is filed with the Clerk of the District within three (3) days before the date of the hearing on this Resolution, this Resolution shall not be passed.

SANITARY AND IMPROVEMENT DISTRICT NO. 236
OF SARPY COUNTY, NEBRASKA

By: Loren Johnson, Chairman
Jim Ernens, Clerk

E & A Consulting Group, Inc.
330 North 117th Street
Omaha, NE 68154-2509
402-895-4700

Sarpy County SID #235
c/o Mr. Robert Doyle, Attorney
11440 West Center Road
Omaha, NE 68144

April 24, 2012
Project No: P2001.097.000
Invoice No: 117376

Final Invoice

Project P2001.097.000 Sunridge - 180th & Harrison--District Maintenance
Professional Services from March 12, 2012 to April 08, 2012

Phase 001 District Maintenance

Task 520 Sidewalks

Professional Personnel

	Hours	Rate	Amount
Engineer IX	1.00	140.00	140.00
Const. Admin Tech II	14.50	64.00	928.00
Const. Depart. Manager III	3.50	113.00	395.50
Totals	19.00		1,463.50
Total Labor			1,463.50
		Total this Task	\$1,463.50

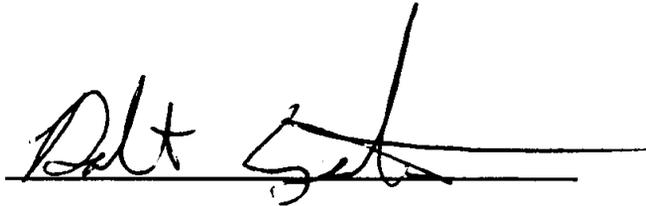
Task 999 Expenses

Unit Billing

Mileage

	21.09
Total this Task	\$21.09
Total this Phase	\$1,484.59
Total this Invoice	\$1,484.59

Approved:


Robert Czerwinski



**LAMP RYNEARSON
& ASSOCIATES**
ENGINEERS | SURVEYORS | PLANNERS

14710 W. Dodge Rd., Ste. 100
Omaha, NE 68154
[P] 402.496.2498
[F] 402.496.2730
www.LRA-Inc.com

April 02, 2012

Invoice No: 0109117.90 - 0000002

SUNRIDGE S.I.D. 235 OF SARPY COUNTY
ATTN: MR. BRIAN DOYLE, ATTORNEY
FULLENKAMP DOYLE & JOBEUN
11440 WEST CENTER RD STE C
OMAHA, NE 68144

Project 0109117.90 SUNRIDGE S.I.D. 235
Professional Services through March 17, 2012

TASK	375	CONSULTATION	1,575.60
TASK	393	SIGN MAINTENANCE	\$162.32
TASK	396	GREEN AREA MAINTENANCE	<u>\$1,039.31</u>

TOTAL INVOICE AMOUNT **\$2,777.23**

Outstanding Invoices

Number	Date	Balance
0000001	3/7/2012	<u>493.33</u>
Total		493.33

Terms: Due Upon Receipt



E&A CONSULTING GROUP, INC.
ENGINEERING • PLANNING • FIELD SERVICES

330 NORTH 117TH STREET
OMAHA, NE 68154-2509

www.eacg.com

PHONE: (402) 895-4700
FAX: (402) 895-3599

April 26, 2012

Board of Trustees
Sanitary and Improvement District No. 235, Sarpy County.
%Mr. Brian Doyle, Attorney
11440 W. Center Road
Omaha, NE 68144

RE: Pay Estimate No. 1 & Final
2012 180th Street Sidewalk Improvements
Mackie Construction
E & A P2001.097.000

Board Members:

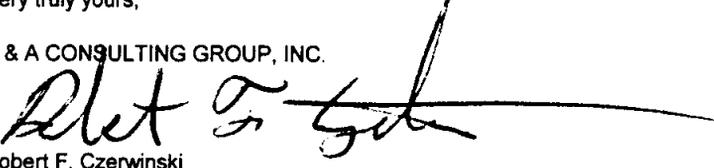
The above-referenced project has been completed to the best of our knowledge by Mackie Construction, contractor, in accordance with the plans and specifications. We also certify that to the best of our knowledge, construction of said improvement and other incidental and necessary work contain the following items and quantities at the unit prices set forth in their contract.

<u>BID</u> <u>ITEM</u> <u>NO</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1	GRADING (AS EXCAVATION)	400	CY	5.67	2,268.00
2	4" X 4' WIDE PC CONCRETE SIDEWALK INCL. SUBGRADE PREPARATION & BACKFILL	4154.5	SF	2.18	9,056.81
3	SEED AND STRAW MATTING	1875	SY	1.25	2,343.75
4	CONSTRUCT CURB RAMP	67	SF	4.20	281.40
5	2' X 2' DETECTABLE ADA WARNING PLATES	5	EA	58.85	294.25
Extra:	REMOVE & DISPOSE OF SIDEWALK	16	SF	1.50	24.00
AMOUNT DUE CONTRACTOR, EST #1 & Final					\$ 14,268.21

We certify that to the best of our knowledge the above quantities are correct and the amount of \$14,268.21 is due to Mackie Construction.

Very truly yours,

E & A CONSULTING GROUP, INC.


Robert F. Czerwinski
Project Manager

RFC/mc

cc:Mackie



It's our name . . . and our promise.

Bankers Trust Company
435 7th Street
Des Moines, IA 50309

Invoice

SARPY CO NE SID #235 GO RFND BD 11/15/11
FULLENKAMP, DOYLE & JOBEUN
ATTN: DEBBIE LEACH
11440 WEST CENTER ROAD
OMAHA NE 68144-4421

Invoice No: 3893
Invoice Date: 06/01/12

CATEGORY	QUANTITY	RATE	AMOUNT
BALANCE CARRIED FORWARD:			\$0.00
PREVIOUS AMOUNT BILLED:	\$0.00		
AMOUNT RECEIVED:	\$0.00		
FLAT FEE ADMIN FEE ANNUAL			\$500.00
TOTAL DUE			\$500.00

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
500.00	0.00	0.00	0.00	0.00	500.00

PLEASE DETACH AND RETURN WITH PAYMENT

SARPY CO NE SID #235 GO RFND BD 11/15/11
FULLENKAMP, DOYLE & JOBEUN
ATTN: DEBBIE LEACH
11440 WEST CENTER ROAD
OMAHA NE 68144-4421

Invoice #: 3893
Invoice Date: 06/01/12
Bill Code: 0185384112

Total Due: 500.00

Remit to:

Bankers Trust Company
Attn: Corporate Trust Department
PO Box 897
Des Moines, IA 50304

Amount Enclosed:





Bankers Trust Company
 435 7th Street
 Des Moines, IA 50309

Invoice

SARPY CO SID #235 GO BD 08 DTD 6-1-08
 FULLENKAMP, DOYLE & JOBEUN
 ATTN: DEBBIE LEACH
 11440 WEST CENTER ROAD
 OMAHA NE 68144-4421

Invoice No: 3935
 Invoice Date: 06/01/12

CATEGORY	QUANTITY	RATE	AMOUNT
BALANCE CARRIED FORWARD:			\$0.00
PREVIOUS AMOUNT BILLED:	\$0.00		
AMOUNT RECEIVED:	\$0.00		
FLAT FEE			
ADMIN FEE ANNUAL			\$500.00
TOTAL DUE			\$500.00

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
500.00	0.00	0.00	0.00	0.00	500.00

PLEASE DETACH AND RETURN WITH PAYMENT

SARPY CO SID #235 GO BD 08 DTD 6-1-08
 FULLENKAMP, DOYLE & JOBEUN
 ATTN: DEBBIE LEACH
 11440 WEST CENTER ROAD
 OMAHA NE 68144-4421

Invoice #: 3935
 Invoice Date: 06/01/12
 Bill Code: 0185370731

Total Due: 500.00

Remit to:

Bankers Trust Company
Attn: Corporate Trust Department
PO Box 897
Des Moines, IA 50304

Amount Enclosed:





**LAMP RYNEARSON
& ASSOCIATES**
ENGINEERS | SURVEYORS | PLANNERS

14710 W. Dodge Rd., Ste. 100
Omaha, Nebraska 68154
[P] 402.496.2498
[F] 402.496.2730
www.LRA-Inc.com

April 20, 2012

Chairman and Board of Trustees
Sanitary and Improvement District No. 235
of Sarpy County, Nebraska
c/o Mr. Brian Doyle, Attorney
Fullenkamp Doyle & Jobeun
11440 West Center Road, Suite C
Omaha, NE 68144

REFERENCE: S.I.D. No. 235 (Sunridge – Sunridge West)
OPPD Underground Service Agreements
LRA Job No. 0109117.11-070

Dear Mr. Doyle and Board Members:

This is to advise you that we have reviewed the enclosed Underground Service Agreements prepared by the Omaha Public Power District for the above referenced project and recommend approval for the same.

We have also reviewed the estimate of construction cost for this project and find it to be a reasonable and necessary expense. The following is our estimate of the total cost, which the District might be expected to incur for the construction as proposed.

Amount to be Advanced to OPPD for 70 Single-Family Residential Lots:	\$52,500.00
Estimate Engineering, Miscellaneous, Legal, Publication, Financing and Interest Cost:	<u>\$15,080.60</u>
TOTAL ESTIMATED PROJECT COST:	\$67,580.60

If the documents meet with your approval, please have both copies properly executed and return them to OPPD. Please include payment of \$52,500 directly to OPPD.

Sincerely,

LAMP, RYNEARSON & ASSOCIATES, INC.

Aaron Grote, P.E.
Senior Project Engineer

Enclosures

c: Loren Johnson

jmL:\Engineering\0109117\ADMIN\LTR Doyle OPPD 120420.docx

Leaving a Legacy of Enduring Improvements to Our Communities - PURPOSE STATEMENT

ENGINEERS SURVEYORS PLANNERS

FULLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144

SANITARY AND IMPROVEMENT DISTRICT NO. 235
OF SARPY COUNTY, NEBRASKA

NOTICE

NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska will be held at 9:00 A.M. on May 30, 2012 at 10333 South 152nd Street, Omaha, Nebraska, which meeting will be open to the public. The agenda for such meeting, kept continuously current, is available for public inspection at 11440 West Center Road, Omaha, Nebraska and includes the payment of bills of the District and the consideration and passing or amending and passing the following Resolution, to-wit:

BE IT RESOLVED that the Board of Trustees of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska find and determine that it is advisable and necessary for the District to enter into an Underground Service Agreement with Omaha Public District for the construction of an improvement within the boundaries of the District, said improvement to be designated as Underground Electrical Service and shall be constructed as follows:

UNDERGROUND SERVICE AGREEMENT

OMAHA PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska ("OPPD") and SANITARY IMPROVEMENT DISTRICT NO. 235 of Sarpy County ("SID") agree as follows:

1. Installation of Facilities.

1.1 In accordance with the terms and conditions of this Agreement, OPPD shall install underground electric service distribution lines, underground individual service lines, and related equipment ("Facilities") to serve 70 single family dwelling units in the SID, also known as Sunridge West, constructed or to be constructed on the individual lots listed on the attached Exhibit "A".

1.2 Underground service lines from underground distribution lines to individual lots or dwelling units will be provided by OPPD from a point of connection on the dwelling unit to OPPD's nearest point of power supply.

Exhibit "A"

2. Timing and Coordination.

2.1 Simultaneously with execution of this Agreement, SID shall provide to OPPD written notice as to the earliest date that improvements within the SID will be ready for installation of the Facilities ("Ready Date").

2.2 OPPD may commence installation of the Facilities anytime after the Ready Date, provided all other conditions of this Agreement first have been met by SID.

2.3 In order to minimize construction costs and avoid disruption of the Facilities, OPPD and SID agree that the Facilities shall be installed by OPPD in coordination with the installation work of other service suppliers, including but not limited to cable television and telecommunications suppliers (collectively, "Third Party Suppliers"). SID understands that OPPD will allow Third Party Suppliers a reasonable period of time to commence installation of their facilities, but OPPD will not unreasonably postpone installation of the OPPD Facilities addressed in this Agreement in order to coordinate the installation work of Third Party Suppliers.

2.4 Installation of the Facilities will commence at a point within the SID as mutually agreed between the parties. OPPD shall not be required to install the Facilities in sections smaller than deemed economical by OPPD, in its sole discretion, and shall complete the installation of the Facilities only to the point required to supply permanent electric service to constructed dwelling units built on lots contained within the boundaries depicted on the attached Exhibit "A".

3. Site Preparation.

3.1 Prior to commencement of work hereunder by OPPD, SID shall, at its sole expense, remove all trees, vegetation, and other surface or subsurface obstructions that may interfere with the installation of the Facilities, or that may pose a hazard to the future maintenance of the Facilities, as determined by OPPD in its sole discretion.

3.2 Prior to the commencement of work hereunder by OPPD, SID shall complete the final grading of all lots listed on Exhibit "A", and shall mark all lots with readily identifiable markers (such as "T" posts and lot number indicators) satisfactory to OPPD. SID shall reimburse OPPD for all costs incurred in the relocation of Facilities due to a change of grade or plat.

3.3 OPPD reserves the right to require installation of conduit for Facilities, for an additional charge to be paid by SID, if **OPPD** encounters unreasonable obstacles during installation, including but not limited to retaining walls, decks, sidewalks and driveways.

3.4 OPPD will, as needed, at its expense install non-metallic conduit for Facilities beneath paved surfaces. SID will coordinate the location of conduit with OPPD installation as to avoid obstacles, including but not limited to sanitary sewers and storm sewer inlets..

3.5 OPPD shall not commence installation of Facilities until the equipment of service suppliers with which **OPPD** does not coordinate installation of the Facilities, including but not limited to gas and water suppliers, has been installed; provided, however, at the written request of the SID, **OPPD will install the** Facilities prior to completion of installation by the aforesaid suppliers and, in such event, **SID shall reimburse OPPD** for damage to, relocation or replacement of the Facilities arising from the installation of equipment by such suppliers and shall defend, indemnify and hold harmless **OPPD and its contractors** and employees in connection therewith.

4. Service During Construction. If SID requires electric service during construction, or if dwellings are constructed within the SID before commencement of installation of the Facilities under the terms of this Agreement, then SID shall arrange for appropriate temporary facilities to supply electric power at the OPPD installation rates then in effect, and shall pay OPPD for such temporary facilities prior to the installation thereof.

5. Payment.

5.1 Prior to commencement of installation of the Facilities, SID shall pay OPPD the sum of \$750 per lot for each of the lots listed in Exhibit "A", for a total payment of \$52,500.

5.2 If SID or an individual lot owner within SID constructs a qualifying all-electric home, then, on a case-by-case basis, OPPD will reimburse the per lot installation fee once it verifies installation of qualifying all-electric appliances. For purposes of this paragraph 5(b), "all-electric home" shall mean a home that is constructed with an electric-powered furnace, water heater, stove/oven and clothes dryer.

6. Property Rights.

6.1 SID shall grant to or secure for OPPD such easements or other property rights deemed necessary by **OPPD** in its sole discretion for the installation, operation and maintenance of the Facilities.

6.2 The easement (or other instrument) shall prohibit installation of any permanent buildings, structures, trees, rock walls, retaining walls or other obstructions within the easement area. The area within which the Facilities are installed may be used for gardens and shrubbery that do not interfere with the operation and maintenance of the Facilities.

7. Interruption of OPPD Work. If, after notice of the Ready Date, the installation of the Facilities is delayed due to a cause other than the fault of **OPPD** or a Force Majeur Event (as hereinafter defined), then, for each such incident, **SID** shall pay to **OPPD** the sum of \$1,000 in order to compensate OPPD for interruption of its construction forces.

8. Street Lighting. **SID** may request the installation of facilities by OPPD for streetlights. OPPD and SID shall enter into a separate agreement for the installation of such facilities upon approval by appropriate authorities and coordination of necessary pre-construction requirements by SID.

9. Force Maieur. Neither party shall be responsible for delays in installation of the Facilities that result from unforeseeable causes beyond the reasonable control of a party, including but not limited to floods, labor disputes and material shortages ("Force Majeur Event").

10 Indemnification. To the maximum extent permitted by law, SID shall indemnify and defend **OPPD**, and its directors, officers, and employees, from and against all claims, suits, liability, expense or damage, including reasonable attorney's fees and court costs, (collectively, "Claims") for damage to property, injury to persons (including death), and any other Claims arising from the negligence or intentional wrongdoing of the **SID**, or any of its contractors, officers, agents or employees; provided, however, the indemnification provided hereunder shall not apply if such claims, suits, liability, expense or damage are caused solely by the negligence of a person or entity indemnified hereunder. Neither party shall be liable for any punitive, consequential, or incidental damages, or lost profits.

11. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns; provided, neither party may assign or otherwise transfer this Agreement or the rights or privileges herein granted to a third party without the prior written consent of the other party.

12. Notices. All notices or other communications which are required or permitted herein shall be in writing and sufficient if delivered personally, sent by facsimile transmission followed by written confirmation of receipt, sent by overnight commercial air courier or sent by registered or certified mail, postage prepaid, return receipt requested, to the parties at their addresses or facsimile

numbers set forth on Exhibit "B" hereto (which exhibit may be changed by time to time by notice of either party).

13. Governing Law. This Agreement shall be governed by and interpreted in accordance with Nebraska law, without regard to its conflict of laws principles.

14. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. All prior agreements, representations, statements, and negotiations are hereby superseded. This Agreement may be amended only by writing executed by both parties. SID represents and warrants that the execution of this Agreement has been authorized by a resolution of its Board of Trustees, and that the SID is fully empowered to enter into this Agreement with OPPD.

The outer boundaries of the areas which may be subject to special assessments for said improvement are proposed to be the same as the outer boundaries of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska.

Said plans and specifications have been reviewed by Lamp Rynearson & Associates, engineers for the District and said engineers have filed with the Clerk of the District, prior to the first publication of this Resolution, an estimate of the total costs of said improvement, including engineering fees, legal fees, fiscal fees, interest and other miscellaneous costs, which estimate is in the sum of \$67,580.60.

To pay the cost of said improvement 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 benefitted thereby. All special assessments which may be levied upon the properties specially benefitted by such improvements shall, when collected, be set aside and constitute a sinking fund for the payment of interest and principal of said bonds. The District shall also cause to be levied annually a tax upon the assessed value of all of the taxable property in the District except intangible property, which together with said sinking fund derived from special assessments shall be sufficient to meet payment of the interest and principal of said bonds as the same become due; said tax shall be known as the Sanitary and Improvement District Tax and shall be payable annually in money.

If a petition opposing this Resolution, signed by property owners representing a majority of the front footage which may become subject to assessment for the cost of the improvements as set forth herein, is filed with the Clerk of the District within three (3) days before the date of the hearing on this Resolution, this Resolution shall not be passed.

SANITARY AND IMPROVEMENT DISTRICT
NO. 235 OF SARPY COUNTY, NEBRASKA

By: Loren Johnson, Chairman
Jim Emmons, Clerk

Publication Dates: May 16 and May 23, 2012

**AGREEMENT
FOR INTERCEPTOR CONNECTION AND WASTEWATER SERVICE
BETWEEN
THE CITY OF GRETNA, NEBRASKA AND
SANITARY AND IMPROVEMENT DISTRICT NO. 235
SARPY COUNTY, NEBRASKA AND
THE CITY OF OMAHA, NEBRASKA**

THIS AGREEMENT, made this _____ day of _____, 2012 by and between SANITARY AND IMPROVEMENT DISTRICT NO. 235 OF SARPY COUNTY, NEBRASKA (hereinafter called S&ID 235), the CITY OF GRETNA, a Municipal Corporation of the State of Nebraska (hereinafter called GRETNA) and the CITY OF OMAHA, a Municipal Corporation of the State of Nebraska (hereinafter called OMAHA).

WITNESSETH THAT:

WHEREAS, GRETNA owns and operates a Municipal Interceptor Sewer Conveyance system in the Papillion Creek Watershed and OMAHA owns and operates a wastewater treatment system in the metropolitan area; and,

WHEREAS, S&ID 235 desires to have GRETNA convey S&ID 235's sewage from each of the various connection points; and,

WHEREAS, it is to the mutual advantage of the parties hereto and in the general public interest for the sewage of S&ID 235 to be treated by the OMAHA wastewater treatment system; and,

WHEREAS, the accomplishment of such an arrangement is authorized by law.

NOW, THEREFORE, in consideration of these facts, the parties hereto do mutually agree as follows:

1. For the services hereinafter stipulated to be performed by GRETNA and OMAHA, S&ID 235 shall comply with the terms as set forth in the City of GRETNA WASTEWATER SERVICE AGREEMENT, GENERAL PROVISIONS ORDINANCE #1010, adopted 20th day of December, 2011 a copy of which is attached hereto, have an approved development agreement (if applicable), and make payment of all applicable fees accordingly.
2. OMAHA shall provide sewage treatment services as called for in said GENERAL PROVISIONS for the area shown in Exhibit A-2012, Sunridge, S&ID 235. This agreement covers only lots specified below. Development and connection to the interceptor sewer conveyance system for any additional area outside of these lots must be provided for by amending this service agreement or by a new wastewater service agreement.

Connection Point

Lots Served

1
Southwest thru Unplatted Land

S&ID 235

Residential

Sunridge Lots 1-33	33 Lots
Sunridge Lots 52-77	26 Lots
Sunridge Lots 97-100	4 Lots
Sunridge Lots 115-138	24 Lots
Sunridge Lots 146-170	25 Lots
Sunridge Lot 171, Sublot 1	1 Lots
Sunridge Lot 172, Sublots 1-17	17 Lots
Sunridge Lot 173, Sublots 1-8	8 Lots
Sunridge Lot 173, Sublots 25-34	10 Lots
Sunridge Lot 174, Sublots 1-10	10 Lots
Sunridge Lot 174, Sublots 25-32	8 Lots
Sunridge West Lots 1-70	70 Lots

Total Residential 236 Lots

Outlots

Sunridge Outlot A	0.45 AC
Sunridge West Outlot A	0.50 AC
Sunridge West Outlot B	0.17 AC
Sunridge West Outlot C	0.08 AC

Total Outlots 1.20 AC

Commercial

Sunridge Replat 2 Lots 1, 6 & 7	5.84 AC
---------------------------------	---------

2
East thru S&ID 190

S&ID 235

Residential

Sunridge Lots 34-51	18 Lots
Sunridge Lots 78-96	19 Lots
Sunridge Lots 101-114	14 Lots
Sunridge Lots 139-145	7 Lots
Sunridge Lot 173, Sublots 9-24	16 Lots
Sunridge Lot 174, Sublots 11-24	14 Lots
Sunridge Lot 175, Sublot 13	1 Lot
Sunridge Replat 1 Lot 1, Sublots 1-11	11 Lots

Total Residential 100 Lots

Commercial

Sunridge Replat 2 Lots 4 & 5	4.17 AC
Sunridge Replat 3 Lots 1, 2 & 3	3.85 AC

Total Commercial 8.02 AC

3. In order to reach the GRETNA Interceptor Sewer Conveyance System, a portion of an outfall line constructed by S&ID 190 must also be used by S&ID 235. Attachment 1 is a copy of the agreement between S&ID 190 and S&ID 235 and granting S&ID 235 permission to use the outfall line constructed by S&ID 190.
4. S&ID 235 shall be responsible for obtaining all necessary local and state governmental permits for the sewer construction and connection. GRETNA'S permission provided for herein is only that of the owner of the conveyance system.
5. Manhole(s) shall be constructed at connection point(s) as indicated on Exhibit A-2012, Sunridge, S&ID 235; such that the first six (6) feet of riser above the floor of the manhole is a minimum of fifty-four inches in diameter. The location of each such manhole shall be approved by the City Engineer of GRETNA.

6. The S&ID 235 shall not, directly or indirectly, permit the connection to the GRETNA Municipal Sewer, or a future extension thereof, of any property, lot or structure used or to be used for any purposes whatsoever without the express permission of GRETNA, which permission will not be unreasonably withheld.
7. Charges for sewer service for all customers within S&ID 235 shall be based upon MUD water consumption. Retail flow and customer charges as now and hereafter established in the GRETNA Master Fee Schedule as amended, currently Ordinance #_____, shall apply.
8. GRETNA agrees to supply a monthly report to OMAHA containing the corrected sewer usage volume and number of accounts billed by MUD within S&ID 235 and make payment to OMAHA of OMAHA-billed wholesale sewer use fees for the S&ID 235 accounts. Sewer service charges as now and hereafter established in the Omaha Municipal Code, currently Chapter 31, Article IV, shall apply and shall include bulk II customer charges for each water account and bulk I wholesale flow charges on the corrected sewer usage.
9. As provided by Nebraska law (R.R.S. 14-365.09), this agreement will, unless extended as provided below, terminate ten (10) years after its effective date. This agreement may be extended by written amendment. GRETNA acknowledges its sewage conveyance system is a public utility available without discrimination to members of specified classes and treatment is available as a benefit of the agreement between OMAHA, GRETNA, and SARPY COUNTY, dated _____. Termination of sewage conveyance and treatment will not be made without the approval of the appropriate state or federal agencies having jurisdiction over wastewater pollution and treatment. Termination of sewage conveyance and treatment service will not be made before ninety (90) days following written notice of such termination. It is acknowledged that during said period, if negotiations produce no new agreement, the parties, or any one of them, may file an action in any court having jurisdiction over the matter to provide equitable relief concerning the issue of continued sewage conveyance and treatment and the conditions and charges appropriate thereto. Nothing in this paragraph will be construed as a limitation on the regulations concerning sewage service and the appropriate rates pertaining thereto.
10. In the event of an interruption of service by GRETNA or OMAHA, it is understood and agreed that GRETNA, OMAHA, and their officers, employees and agents, in the absence of gross negligence, shall be indemnified and held harmless and absolutely free of any liability to S&ID 235, or to any owners or lessees of the property or premises within the S&ID 235.
11. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterpart copies of this Agreement shall be exchanged between the Parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by the proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED BY S&ID 235 this ____ day of _____, 2012.

ATTEST:

SANITARY AND IMPROVEMENT
DISTRICT NO. 235 of
SARPY COUNTY, NEBRASKA

Clerk

Chairman

EXECUTED BY GRETNA this ____ day of _____, 2012.

ATTEST:

CITY OF GRETNA:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

EXECUTED BY OMAHA this ____ day of _____, 2012.

ATTEST:

CITY OF OMAHA:

City Clerk

Mayor

RECOMMENDED:

APPROVED AS TO FORM:

Public Works Director

Deputy City Attorney

**CITY OF GRETNA
WASTEWATER SERVICE AGREEMENT
GENERAL PROVISIONS**

DECEMBER 20, 2011

**SECTION I
CLASSES OF USERS**

Wastewater collection and treatment services described herein shall be offered by the City of Gretna, hereinafter, referred to as "Gretna" to the following classes of users. These classes are 1) Sanitary and Improvement Districts and 2) Service Users, which shall consist of all users approved by Gretna, hereinafter, such users will be referred to as the "Contributing System," unless the provisions are not applicable to all classes.

Such service will be offered by Gretna to Sanitary and Improvement Districts and the Sewer Service Users within or adjacent to areas served by existing and proposed facilities of the Gretna Interceptor Sewer Conveyance System and shall include receiving, transporting, treating and disposing of wastewater or sewage from the wastewater of Sanitary Sewage Systems of Sanitary and Improvement Districts and Service Users in accordance with the terms and conditions of these General Provisions, any Special Provisions in this Agreement and subject to treatment at Omaha's Wastewater Treatment Facility pursuant to an agreement between Gretna and the City of Omaha..

**SECTION II
CONTRIBUTING SYSTEM**

The Contributing System shall be considered to be that portion of the wastewater and pre-treatment facilities within the Sanitary and Improvement District or Service Users which flow to the point(s) of connection to Gretna's interceptor sewer conveyance system.

**SECTION III
CONTRIBUTING SYSTEM-OWNED FACILITIES**

Contributing System-owned facilities shall be those facilities owned and operated by the Contributing System including future additions and improvements thereto, and those facilities constructed by the Contributing System in order to effect the interconnection with the Gretna Interceptor Sewer Conveyance System of Gretna.

The Contributing System shall retain the responsibility for construction, operation, maintenance and ownership of facilities comprising the contributing system and future additions thereto and shall retain all contractual and managerial obligations associated with such Contributing System-owned facilities.

**SECTION IV
CONNECTION APPROVAL**

The Contributing System shall not make its connection to the conveyance system of Gretna until it is authorized in writing by the City Engineer or his designee.

SECTION V **POINT OF CONNECTION**

Subject to the conditions and provisions hereinafter specified, the Contributing System may connect its Wastewater System to the Gretna Interceptor Sewer Conveyance System of Gretna only in such manner of such materials and at such place as shown on Exhibit "A" hereof, which must receive the approval of Gretna prior to such connection, attached hereto and made a part hereof. Should a change of the point or points of connection be required by Gretna because of a change in the quality or quantity of flow from the Contributing System, or should the Contributing System request additional points of connection at some future date, such change(s) or additional connection(s) shall be made at the expenditure of the Contributing System and as directed by the City Engineer of Gretna. Any changes in such points necessitated by any changes in flow from Gretna shall be at the cost of Gretna.

SECTION VI **ADDITIONAL CONNECTIONS**

Service Users shall not allow any other party to connect to such user's system without the written approval of Gretna. Sanitary and Improvement Districts shall not allow any sewer lines or sewers outside their boundaries as existing on the date of this Agreement or outside the area shown on the most recent Exhibit "A" to be connected directly or indirectly to their Wastewater Systems without the written approval of Gretna.

Certification shall be given to the Gretna from the consultant or design engineer of the Contributing System that the addition of the additional connections will not overload or exceed design capacity of those sewers being connected to.

If and when Omaha determines that the then existing flow to the Papillion Creek Treatment Plant plus potential flow from all subdivisions then connected to the Papillion Creek Sewer System or for which final plats have been approved by their respective jurisdiction and which are planned for connection to the Papillion Creek Sewer System equals or exceeds the capacity at that time of the Papillion Creek Treatment Plant, Omaha will give notice to all Municipalities connected to the Papillion Creek Sewer System. From that time forward, neither Omaha nor any other Municipality will approve any additional final plats within their respective zoning jurisdictions and Gretna will not make any additional wastewater service agreements or amend existing agreements to serve additional lots until the capacity of the Papillion Creek Wastewater Treatment Plant is increased.

SECTION VII **GRETNA'S RIGHT TO CONNECT**

It is agreed that Gretna shall have the right to connect any City sewers to sewers of those within its zoning jurisdiction to any Contributing System without cost to such Contributing System to provide an outlet for such Gretna Sewers, if necessary, provided, however, that the system to which such connections are made has sufficient reserve capacity to carry the combined load if such combined load becomes necessary. The contributing system has the right to review designs, specifications and criteria for sewer systems to be connected directly or indirectly to the sewer system owned by the contributing system prior to connection.

SECTION VIII **DISCONNECTIONS AND TERMINATION**

Gretna shall have the right to make any disconnections and recover the expenses thereof from the Contributing System should the Contributing System neglect or refuse to disconnect or fail to negotiate a new contract following termination as herein provided. Any Contributing System which ceases to use any wastewater system connected to the conveyance system of Gretna shall disconnect the same at its expense or failing that, Gretna may disconnect the same at the expense of the Contributing System. Gretna acknowledges its sewage conveyance system to the Papillion Creek Treatment Plant is a public utility available without discrimination to members of specified classes. Termination of sewage treatment will not be made without the approval of the appropriate State or Federal agencies having jurisdiction over wastewater pollution and treatment. Termination of sewage treatment service will not be made before ninety (90) days following written notice of such termination. It is acknowledged that during said period, if negotiations produce no new agreement, the parties, or any one of them, may file an action in any court having jurisdiction over the matter to provide equitable relief

concerning the issue of continued sewage treatment and the conditions and charges appropriate thereto. Nothing in this paragraph will be construed as a limitation on the authority of the governing body of Gretna to set reasonable rules and regulations concerning sewage service and the appropriate rates pertaining thereto.

SECTION IX **NEW STORM CONNECTIONS PROHIBITED**

After the beginning of service under this Agreement, the Contributing System shall not make or permit to be made any connections which will contribute directly or indirectly into the Gretna Interceptor Sewer Conveyance System, the storm water run-off from surface drains, ditches, streams, storm sewers, roof, areaway or foundation drains.

SECTION X **EXISTING STORM CONNECTIONS**

As to storm water connections of the type described above which existed in the Contributing System prior to the beginning of service from the Gretna Interceptor Sewer Conveyance System, the Contributing System shall work as vigorously as possible within the technical and financial capabilities of the Contributing System to eliminate all of its storm water connections. The infiltration of ground water in all sewers constructed in the Contributing System after the date of the execution of this Agreement shall not exceed 200 gallons per inch diameter per mile in 24 hours.

SECTION XI **DESIGN REVIEW**

Gretna has the right to review the designs, specifications and criteria for additions or modifications to any portion of the Contributing System connected directly or indirectly to the Gretna Interceptor Sewer Conveyance System prior to the work being so connected to the Gretna Interceptor Sewer Conveyance System.

SECTION XII **CHARGES**

As full compensation for the receiving, transporting, and treating of the sewage from the Contributing System, the Contributing System agrees to pay Gretna as follows: those Sanitary and Improvement Districts and Service Users that are not connected to MUD or Gretna waterworks system, shall pay a sum equivalent to the sewer service charges provided by Ordinance 1006, of the Gretna Municipal Code, and any amendments thereto, for the use of Gretna's Sewer System. Payments for wastewater service shall be made within thirty (30) days following receipt of invoice and shall thereafter be delinquent. Delinquent balances shall bear interest as determined by Gretna. Such Sanitary and Improvement District must collect from all contributors within its boundaries or those connected to its system on a fair and equitable cost recovery basis, subject to the approval of the Nebraska Department of Environmental Quality, NDEQ. All users within Sanitary and Improvement Districts party to this Agreement connected to Gretna's System and served by the Water Service of the Metropolitan Utilities District shall pay the rates provided for in Ordinance 1006 of the Gretna Municipal Code according to the provisions therein and the metered water usage

SECTION XIII **USE OF PUBLIC AREAS**

It is agreed and understood that there shall be no payment by Gretna for the use of any streets, alleys, avenues, or public property, if any, in the Contributing System for sewer lines or appurtenances constructed therein for the benefit of Gretna, provided Gretna shall, at its expense, repair and replace any pavement damaged during such construction and shall likewise pay the cost of any necessary utility relocations.

SECTION XIV **FLOW RECORDERS AND SAMPLING DEVICES**

When deemed necessary by the City Engineer or his designee to facilitate a fair and equitable charge being billed by Gretna, the Contributing System agrees to install at its expense sampling manholes approved by Gretna, as provided in Gretna Wastewater Ordinances at point(s) designated by Gretna. Gretna may request

monitoring services; however, all maintenance required on the containing structures and manholes shall be at the expense of the Contributing System.

SECTION XV **REPORTING NEW INDUSTRIES**

It shall be the responsibility of the SID Board of Trustees or Contributing System designee within the jurisdictional limits of Contributing System to notify Gretna of any new user locating within such jurisdictional limits as soon as such location is known to such person or department.

SECTION XVI **SAMPLING AND TESTING COSTS**

Except as expressly provided in this contract, Gretna has no obligation to make payments to any party for such sampling and testing costs.

SECTION XVII **INSPECTION AND TESTING**

The Contributing System shall, with respect to property owned by it or under its control, allow Gretna Utilities Superintendent or designees and such personnel from the State or Federal agencies, upon presentation of proper credentials:

1. To enter premises where an effluent source is located or in which any records are required to be kept under the terms of this Agreement.
2. At reasonable times to have access to or copy any records required by this Agreement or State or Federal laws or regulations to be kept by the Contributing System.
3. To inspect and repair or adjust any monitoring equipment or monitoring method required in this Agreement.
4. To sample any discharge point for pollutants.

Contributing System shall, when requested under reasonable circumstances, assist Gretna personnel in making such investigation and inquiry of the property of users within the boundaries or jurisdiction of such Contributing System.

SECTION XVIII **REPORTS**

Service Users, party to this Agreement, shall make all reports required by City, County, or State rules or regulations directly to Gretna.

Sanitary and Improvement Districts, party to this Agreement, shall require within their boundaries or jurisdiction that all such reports be made to them and shall cause copies of all such reports to be sent to Gretna.

SECTION XIX **LAWS AND REGULATIONS**

The Contributing System agrees to conform with and enforces all Minimum Standards, Ordinances, rules, regulations and requirements of Gretna and all applicable State and Federal laws, rules and regulations concerning: (1) Industrial Cost Recovery for industries within or connected to the Contributing System, and (2) Wastewater discharges, including limitations and prohibitions, monitoring, and reporting within the Contributing System.

Wastewater emptied into the Gretna Interceptor Sewer Conveyance System from the Contributing System shall be in conformity with current Nebraska Department of Environmental Quality regulations pertaining to sewers or sewage within Gretna and/or in accordance with all State and Federal laws, rules and regulations, whichever is

the most restrictive. Wastewater not in conformity with such rules and regulations shall not be permitted to flow through the sewers of the Contributing System into the Gretna Interceptor Sewer Conveyance System.

SECTION XX
AMENDMENTS - FEDERAL AND STATE REGULATIONS

The Contributing System agrees to abide by any changes in this Agreement made necessary by revisions or additions to State or Federal regulations.

SECTION XXI
APPORTIONMENT OF FINES

Any fines or penalties imposed upon Gretna by any Federal or State agency or any court of competent jurisdiction shall be paid by the Contributing System or Systems, if any, to which the effluent or other act causing such fine or penalty can be traced. Such payment shall be apportioned to the Contributing Systems according to their contribution to the cause of such fine or penalty.

SECTION XXII
CHANGE IN OWNERSHIP

In the event of any change in the control or ownership of a facility of a Service User from which authorized discharges are emitted, the permittee user shall notify the succeeding owner or controller of the existence of this Agreement and the permit by means of a letter, a copy of which shall be forwarded to Gretna. This Agreement is not assignable from or to Service Users.

SECTION XXIII
HAZARDOUS WASTES

It is agreed and understood that the parties to this Agreement are, or may be subject under Section 311 of the Water Pollution Control Act, as it applies to oil and hazardous wastes, and to any applicable State Law or Legislation, under the authority preserved by Section 510 of the Water Pollution Control Act.

SECTION XXIV
INTERRUPTION OF SERVICE

In the event of a stoppage of the Gretna Interceptor Sewer Conveyance System or in the event of an interruption of service by Gretna or the City of Omaha, it is understood and agreed that Gretna, its officers, employees and agents, in the absence of gross negligence, shall be absolutely free of any liability to the Contributing System, or any owners or lessees of the property or premises within or served by the Contributing System.

SECTION XXV
DURATION OF AGREEMENT

As provided by Nebraska law (R.R.S. 14-365.09), the term of this Agreement shall be for a period of ten (10) years beginning on the date of the execution hereof. However, it may be extended by written amendment. If the Contributing System is desirous to continue to have its wastewater received and conveyed by Gretna, the Contributing System will notify Gretna within six (6) months of the termination date of this Agreement whereupon the parties will make reasonable efforts to negotiate a new Agreement for such service by Gretna.

SECTION XXVI
NON-DISCRIMINATION

The Contributing System shall not, in the performance of this Agreement, discriminate or permit discrimination against any person because of race, sex, age, or political or religious opinions or affiliations in violation of State laws or local ordinances.

SECTION XXVII
SOLICITATION

The Contributing System does hereby state, warrant, and covenant that it has not retained or employed any company or person, other than bona fide employees of the Contributing System, to solicit or secure this contract, and it has not paid or agreed to pay any company or person, other than a bona fide employee of the Contributing System, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this statement, warrant, and covenant, Gretna shall have the right to annul this Agreement without liability.

SECTION XXVIII
SEVERABILITY

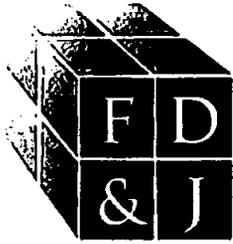
If any portion or portions of this Agreement is or are declared illegal or invalid, all other portions shall, to the maximum extent possible, remain in full force and effect.

SECTION XXIX
TITLES

The titles used in these General Provisions are for convenience only and shall not be used in interpreting these General Provisions.

SECTION XXX
STRICT COMPLIANCE

All provisions of this contract and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from authorized representative.



**FULLENKAMP
DOYLE &
JOBEUN**

**JOHN H. FULLENKAMP
ROBERT C. DOYLE
LARRY A. JOBEUN
BRIAN C. DOYLE
MARK B. JOHNSON**

May 7, 2012

**Chairman & Members of the Board
Sanitary and Improvement District No. 235
of Sarpy County, Nebraska
%Brian C. Doyle
Fullenkamp, Doyle & Jobeun
11440 West Center Road, Suite "C"
Omaha, NE 68144**

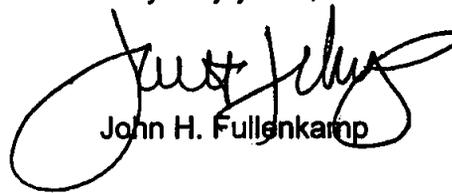
Dear Mr. Chairman & Board of Trustees:

The undersigned represents Sanitary and Improvement District No. 190 of Sarpy County, Nebraska, ("SID #190") which encompasses the Hickory Ridge Subdivision located directly east of Sanitary and Improvement District No. 235 of Sarpy County, Nebraska ("SID #235"), being the Sunridge Subdivision.

It is my understanding that a part of a future phase of Sunridge, to be known as Sunridge West, as shown on the attached exhibit, you will need to connect to the waste water sewer system of the City of Gretna and the City of Omaha in order to gravity flow that phase. Additionally, the existing Sunridge subdivision connects to the wastewater sewer system of SID #190 as shown on the attached exhibit. Also attached is a copy of the Subdivision Agreement between SID #190 and Sarpy County, which, among other things, governs connections by others to the District's sewer system. Assuming you comply with the relevant provisions of the Subdivision Agreement, SID #235 will be permitted to continue discharging its sanitary effluent through the SID #190 sanitary sewer system at no charge to SID #235, except to the extent that SID #190 has constructed a system in excess of eight inches in diameter in order to accommodate such flow in which case SID #190 may charge SID #235 for its pro-rata share of the cost of such construction in excess of eight inches in diameter in accordance with VI (B) of the attached Subdivision Agreement.

Should you have any questions, please let me know.

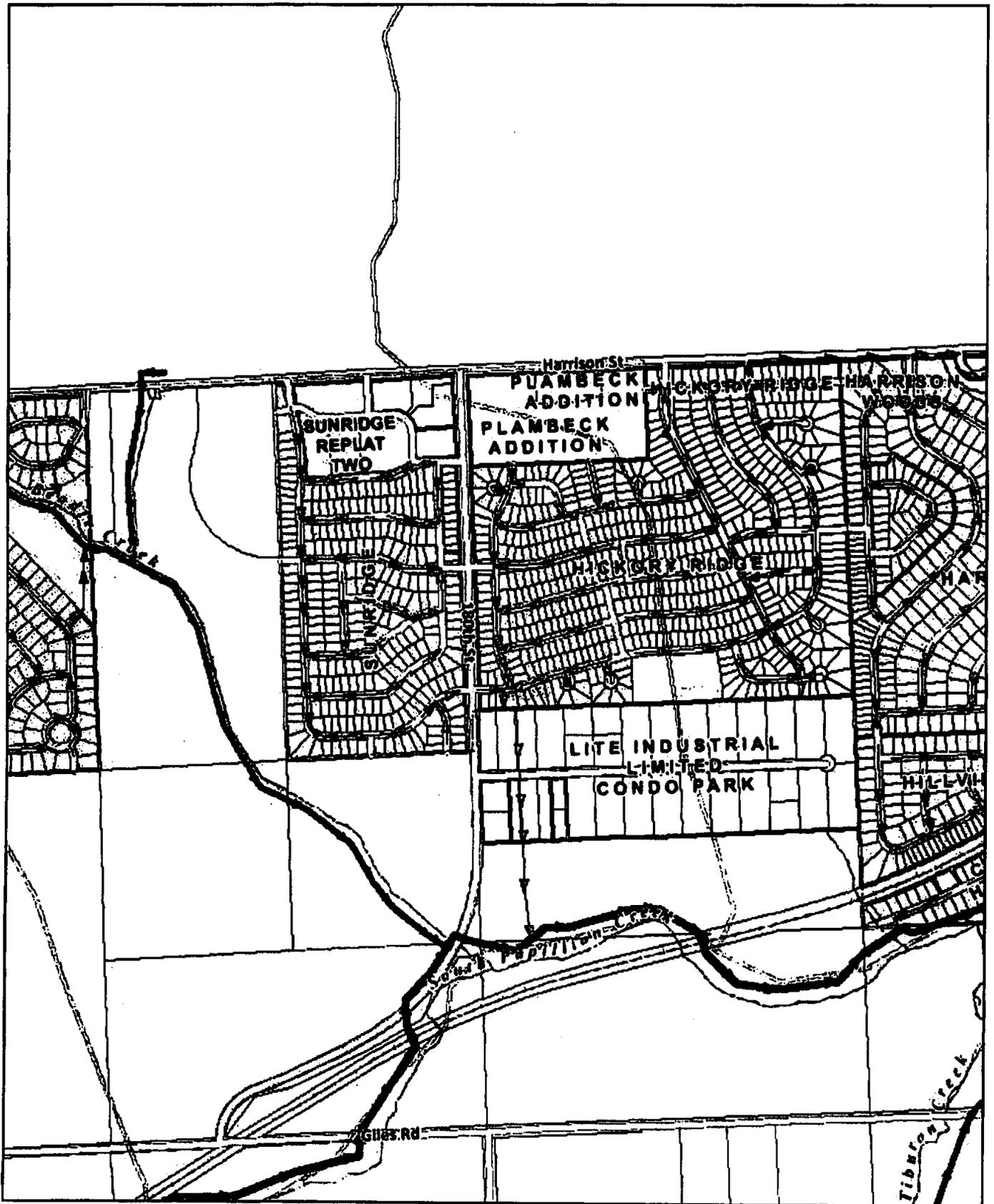
Very truly yours,



John H. Fullenkamp

kkk
Enc.

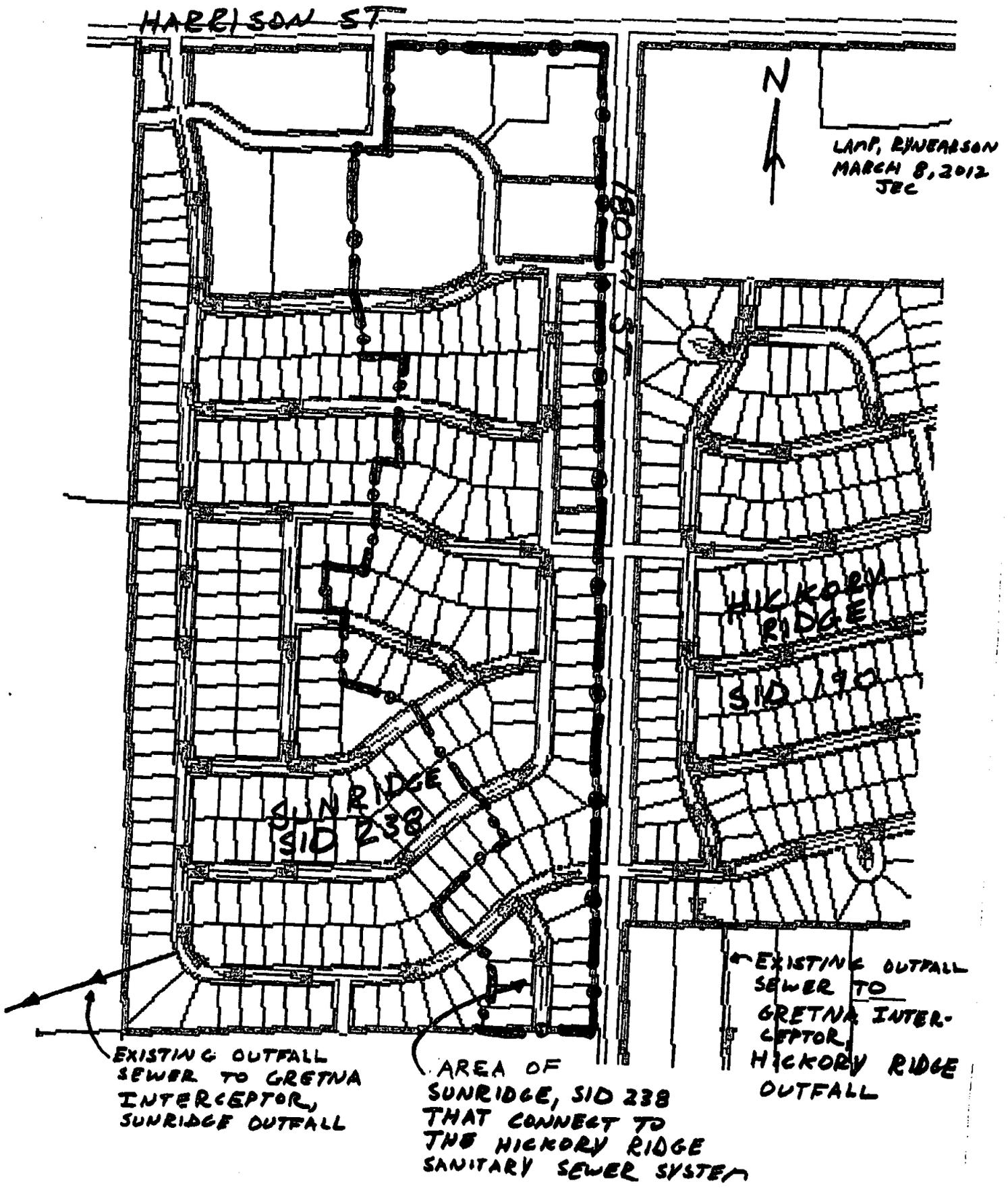
Sarpy County, Nebraska



Disclaimer: This data is for informational purposes only, and should not be substituted for a true titles search, property appraisal, survey, or for zoning district verification. Sarpy County and the Sarpy County GIS Coalition assume no legal responsibility for the information contained in this data.

Map Scale
1 inch = 910 feet

5/7/2012



RESIDENTIAL SUBDIVISION AGREEMENT
(PUBLIC FINANCING UTILIZED)

This Subdivision Agreement made as of the dates indicated at the signatures below by and between *Construction Sciences Inc., a Nebraska Corporation* (hereinafter "Developer"), *Sanitary and Improvement District Number 190 of Sarpy County, Nebraska* (hereinafter "District"), and the *County of Sarpy, State of Nebraska* (hereinafter "County"). Collectively, Developer, District, and County are hereinafter sometimes referred to as the "Parties".

WITNESSETH:

WHEREAS, Developer is the owner of or has been designated by the owner as agent for the development of the parcel of land or real property within the County's zoning and platting jurisdiction shown on the plat attached hereto as Exhibit "A" (hereinafter "area to be developed"), known as Hickory Ridge, Sarpy County, Nebraska, which is within the County's zoning and platting jurisdiction; and,

WHEREAS, Developer has requested County to approve a specific platting of the area to be developed, said area to be developed; and

WHEREAS, Developer and County wish to agree upon the manner and the extent to which public funds may be expended in connection with public improvements constructed within and/or serving the area to be developed, and the extent to which the contemplated public improvements specially benefit property in the area to be developed and adjacent thereto, and to what extent the cost of the same shall be specially assessed.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I.

For the purposes of this Agreement, the following words and phrases shall have the following meanings:

- A. The "cost" or "entire cost", being used interchangeably, of a type of improvement shall be deemed to include all construction costs, engineering fees, design fees, attorney's fees, testing expenses, publication costs, financing costs, penalties, forfeitures and default charges, and miscellaneous costs, including, among others, interest on warrants to date of the levy of special assessments and fiscal agent's warrant fees and bond fees, owing or to become owing.
- B. "Property benefitted" shall mean property benefitted from the improvement and situated either (1) within the platted area in which the improvement is situated; or (2) outside such platted area in which such improvement is situated but within the corporate limits of District. No special assessments shall be assessed against any outlot nor against any other lot, part of lot, lands and real estate upon which cannot

be built a structure compatible with the zoning regulations of said lot except to the extent of the special benefit to said lot, part of lot, lands and real estate by reason of such improvement.

- C. Street intersections" shall be construed to mean the area of the street between the returns of the various legs of the intersection, but in no case shall said area extend in any direction beyond a straight line drawn perpendicular from the centerline of the street to the adjacent lot corner.
- D. "General Obligation" shall mean capital costs not specially assessed.
- E. "Area to be developed" shall not include any future change in boundaries unless agreed to in advance in writing by County.
- F. "Wastewater shall include, but not be limited to, wastewater and sewage.
- G. "Wastewater sewer line" shall be deemed to include all wastewater lines and sanitary sewer lines. "Wastewater sewer system" shall be deemed to include all wastewater systems and sanitary sewer systems.
- H. "County Board" shall mean the County Board of Commissioners of Sarpy County, Nebraska.

II.

Developer and District jointly and severally represent and covenant that Developer shall and District shall, thirty (30) days prior to the start of construction, present to the County Clerk for the benefit of County, duly authorized and executed, binding contracts in full force and effect for the timely and orderly engineering, procurement, and installation of the public improvements hereinafter set forth, according to the terms of those contracts; and they shall also provide and deliver to County written confirmation of a duly authorized and executed binding agreement between District and its fiscal agent for the placement of the warrants or bonds of District used for the payment of the engineering, procurement, and installation of the improvements hereinafter set forth. Developer and County agree that the credit of District shall be used for the construction of the following public improvements within the area to be developed:

- A. Grading of street right-of-way:
- B. Construction of and concrete paving of all streets dedicated per the plat (see Exhibit "A"), all of said paving to be twenty-five feet in width except as shown on such Exhibit "B" Interior streets are to be as shown on the rights of-way on the attached plat and to be of Portland cement concrete with an integral curb and gutters. Approval of this Agreement and the plat pertaining thereto does not constitute

creation of a County Road or acceptance of such platted roads or streets for maintenance by County.

Final plans and specifications for Subparagraphs B, C, and D of this Section II. must have the approval of the County and shall be submitted to County for review and approval at least thirty (30) days prior to award of construction contracts;

- C. All sanitary sewer mains, manholes, and related appurtenances. constructed in dedicated street rights-of-way and easements per plat (see Exhibit "A"), same to be located as shown on a sanitary sewer layout prepared by E&A Consulting Group Engineers, a copy of which is attached hereto as Exhibit "C";
- D. Storm sewers, inlets, manholes, and related appurtenances constructed on and in dedicated street rights-of-way and easements per plat (see Exhibit "A") plans and specifications for said sewer improvements to be located as shown on the storm sewer plan prepared by E&A Consulting Group Engineers, a copy of which is attached hereto as Exhibit "B";
- E. Water distribution mains located within dedicated street rights-of-way dedicated per plat (see Exhibit "A") to be installed by Metropolitan Utilities District
- F. Gas distribution mains located within dedicated street rights of-way dedicated per plats (see Exhibit "A") to be installed by Metropolitan Utilities District
- G. Street lighting for public streets dedicated per plat (see Exhibit "A") to be installed by the Omaha Public Power District;
- H. Underground electrical service to each of the lots in the area to be developed to be installed by the Omaha Public Power District;
- I. A concrete sidewalk shall be provided on both sides of a paved street within the dedicated street right-of-way with a minimum width as required by the existing County Zoning and Subdivision Regulations and Ordinances all aspect of sidewalk Construction shall be governed by the existing County Zoning and Subdivision Regulations and any and all applicable resolutions by the Sarpy County Board of Commissioners. Sidewalks along both sides of all public streets within the area to be developed shall be constructed according to the following schedule:
 - 1. Sidewalks shall be constructed immediately abutting vacant lots as soon as the lots comprising sixty-five percent (65%) of the abutting footage on such side have been built upon.

2. Sidewalks shall be constructed immediately abutting built upon lots as soon as weather permits.
 3. In any event, all sidewalks shall be constructed upon any public streets adjacent to the plat within three (3) years of the recording of the subdivision plat;
- J. Purchase of park property as per plat (see Exhibit "A") subject to price and terms to be approved in writing by County,
- K. Street signs at all intersections per plat (see Exhibit "A") according to the Manual of Uniform Traffic Control Devices;
- L. Erosion control shall be performed by seeding the area covered by the subdivision, controlling erosion of areas disturbed by grading operations, constructing temporary terraces on slopes, temporary silting basins, swales and spillways, and whatever further measures are necessary to prevent erosion, damage and sedimentation to adjacent properties and public right-of-way.
- M. Sharing in the cost of the paving and related improvements to Harrison Street between 168th and 180th Street per an interlocal cooperative agreement.

III.

It is agreed that the credit or funds of District shall not be used for the engineering procurement, or construction of any improvements or facilities within the area to be developed except those specified in Paragraph II hereof. By way of specification and not by way of limitation, the Parties agree that the District shall not incur any indebtedness or otherwise involve its credit or expend any of its funds in the construction, acquisition, or improvement of any swimming pool, golf course, park, playground or other recreational facility, or any interest in real estate, without the express prior written approval by Resolution of the Sarpy County Board of Commissioners. Developer and District covenant that there shall be no general obligation of the District without the prior written approval of County.

IV.

Developer and County agree that the entire cost of all public improvements constructed by District within the area to be developed (see Exhibit "A") as authorized by Paragraphs II and III shall be defrayed as follows:

- A. One hundred percent (100%) of the entire cost of all paving and street construction will be paid by special assessment against the property benefitted, except that the cost of the paving and construction of street intersections shall be borne by the general obligation of District and the cost of pavement thickness in excess of five (5) inches for reinforced concrete or six (6) inches for plain concrete shall be borne by the general obligation of District and the cost of pavement width in excess of twenty five (25) feet exclusive of curbs and gutters shall be borne by the general obligation of District. The cost for curbs and gutters are incidental to paving and shall be considered separately for purposes of assessment and shall be one hundred percent (100%) specially assessed. The cost of street signs and installation may be borne by the general obligation of District. The cost incurred by the District for the Harrison Street improvements shall be a general obligation.
- B. One Hundred (100%) of the entire cost of all sidewalk construction (except along Harrison Street) shall be paid either by special assessment against the property benefitted within the area to be developed, or by Developer or property owner at the time of the development (development shall mean issuance of an occupancy permit by County) of individual platted lots.
- C. One hundred percent (100%) of the entire cost of wastewater sewers, including manholes and over appurtenances, shall be paid by special assessment against property benefitted within the area to be developed, except as follows:
1. The outfall sewer outside the District and any costs associated therewith may be a general obligation; the outfall sewer inside the District and any costs associated therewith shall be specially assessed. The lift station constructed by the District shall be specially assessed.
 2. The cost of over sizing beyond eight (8") inches in diameter, whether within or without the area to be developed, may be recovered by the District from other property in the drainage area served or to be served by the sewer in proportion to the estimated number of acres of buildable property and contributing design flows in the drainage area in accordance with Subsection VII (B). Sewer connection fees paid to Sarpy County by the District may be a general obligation
- D. One hundred percent (100%) of the entire cost of all storm sewers, for storm sewers twenty-four (24) inches in size or less shall be specially assessed, except that the entire cost of inlets, manholes, and related appurtenances may be a general obligation. A storm sewer, whether located in a public street or on private property the size which is required to be in excess of twenty-four (24) inches may be generally obligated for the difference in cost between a twenty-four (24) inch pipe and the actual size required. The difference may be generally obligated for one hundred percent. Size as used herein shall mean the inside diameter of the storm sewer.

- E. One hundred percent (100%) of the entire cost of the water distribution system serving the area to be developed shall be specially assessed against the property benefitted within the area to be developed. The fees associated with external lines to feed the District paid to the Metropolitan Utilities District may be a general obligation.**
- F. One hundred percent (100%) of the entire cost of the gas distribution system serving the area to be developed shall be specially assessed against the property benefitted within the area to be served.**
- G. One hundred percent (100%) of the cost of monthly contract charges paid to Omaha Public Power District for furnishing the lighting of public streets shall be paid out of the general operating fund of District.**
- H. All contract charges for underground power or natural gas authorized to be paid by District to the Omaha Public Power District or to any public gas utility, including both the basic charges and refundable charges, together with all other charges as fall within the definition of entire cost as defined in this Agreement, including all penalties and default chases, and are allocable to such contract charges, shall be specially assessed against property within the area to be developed. Any refund of the refundable portion of the underground electrical service charge for a particular lot which shall be made by Omaha Public Power District to District or its successors shall be Audited as follows:**
- 1. If the refund is prior to the levy of special assessments for underground electrical service, said refund shall be credited as a reduction in the total cost of the underground electrical services to be levied against said lot.**
 - 2. If the refund is after the date of the levy of special assessments for underground electrical service, said refund shall be credited as a payment on the balance owing on the special assessment levied against said lot in connection with underground electrical service for said lot.**
 - 3. If the refund is after the date of levy and payment in full of special assessment, said refund shall be repaid to persons paying the special assessment or their assignees;**
- I. Pursuant to Section _____ of the County of Sarpy Subdivision Regulations, Ordinance Number _____, fire hydrants shall be provided by Developer at Developers cost or by the District and specially assessed the type of hydrant and control valves and the location of the hydrant must be approved by the applicable fire chief. There shall be installed in the subdivision, prior to the issuance of any occupancy permit for any structure built in said subdivision, civil defense sirens and fire hydrants, type and specifications as determined by the applicable fire chief. The sirens must be capable of sounding the severe weather and attack warning. The**

number, type and specifications for the civil defense sirens shall be determined by the applicable fire chief in consultation with the director of the Sarpy County Civil Defense Agency. The cost for said civil defense sirens shall be treated as general obligation cost.

- J. One hundred percent (100%) of the entire cost of the original street signs shall be a general obligation of District and be approved by the county. All street signs shall conform to County standards and shall be approved by the County. One hundred percent (100%) of the entire cost of decorative, ornamental, or any other signs not allowed in the Manual of Uniform Traffic Control Devices, shall be at the cost of Developer. One hundred percent (100%) of the maintenance costs for the street signs shall be paid from the general operating fund of District.
- K. Any charges not specifically approved for general obligation in Paragraphs A through K. of this Section shall be specially assessed.
- L. Developer and District covenant that there shall be no other general obligation without the prior written approval of County.

V.

Credits or funds of District may be used to pay for any improvements specified and authorized in this Agreement, but not for any other purpose. Provided, however, District may issue warrants for the purpose of paying for repairs, maintenance, and operating costs of District, such warrants to be paid out of funds obtained by District through its general fund mill levy, or where allowed by law, such warrants may be paid from special assessments or fees or charges Maintenance, repair, and reconstruction of a public improvement shall not be a general obligation of District without the prior written approval of County. District shall not acquire any interest in real property without the prior written approval of County.

VI.

If the wastewater system of the District is connected in the future to the County's system then in that event the following provisions become applicable.

- A. Subject to the conditions and provisions hereinafter specified, County hereby grants permission to District to connect its wastewater sewer system to the wastewater sewer system within the zoning jurisdiction of County in such a manner and at such place or places designated on plans submitted by District, all as approved in writing by County.
- B. Without the prior written approval by County, District shall not permit any part of the wastewater sewer system outside of the area to be developed to be connected to: the wastewater sewer system of District, any wastewater sewer from District's boundaries to the wastewater sewers within the zoning jurisdiction of County, any outfall sewer

within the zoning jurisdiction of County or of District, or any wastewater or sewage treatment plant within the zoning jurisdiction of County. In the event that another sanitary end improvement district, any sewer district, or anyone else requests permission to connect to the wastewater sewer system of District, and in the determination of County such connection is economically feasible, in the best interests of County, in accordance with good engineering practices, and in accordance with law, District, upon request of County or upon joint request of County and such other sanitary and improvement district, shall allow such connection and may levy a connection fee giving due consideration to the benefit obtained by District in the use of County's wastewater sewer system, the investment of District in over sizing its wastewater sewer system and probable increased maintenance costs caused by such connection. Said connection fee shall also be based upon a proportionate share of the costs of the outfall facility, plus accrued interest thereon. Such proportionate share is to be determined on a pro rata basis of the contributing design flows to the total outfall design flow, which flows and fees shall be reviewed and approved by County prior to levying said fees. However, District shall not charge County for any connections or extension or outfall sewer in order to serve areas within the limits of County; County shall have the right to collect its applicable fees and charges for any connections for County's system, and District shall not charge any property within the zoning jurisdiction of County or owner of such property which is within the zoning jurisdiction of County for any connection approved by County, except as herein authorized.

- C. At all time, all wastewater from and through said District into County wastewater sewer system shall be in conformity with the ordinances, regulations, and conditions applicable to sewers and wastewater within the zoning jurisdiction of County as now existing and as from time to time amended.
- D. Before any connection from any premises to the wastewater sewer system of District can be made, a permit shall be obtained for said premises, and its connection from the proper department of County, which permit shall be obtained on the same terms, conditions, and requirements of County as for the same permit fee of County applicable from time to time to permits for property outside of County to connect to the wastewater sewer system within the zoning jurisdiction of County, it being expressly understood that County reserves the right to collect all connection charges and fees as required by County ordinances or rules now or hereafter in force. All such connections shall comply with minimum standards prescribed by County
- E. Notwithstanding any other provision of this agreement, County retains the right to disconnect the wastewater sewer of any industry or other sewer user within the area to be developed which is discharging into the area to be developed or which is discharging into the wastewater sewer system in violation of an applicable ordinance, statute, rule, or regulation, whether local, state, or federal.

- F. District warrants that it has not employed or retained any company or person, other than a bona fide employee working for District, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than a bona fide employee working for District any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability to Developer or District. District shall require the same warranty from each contractor with whom it contracts in any way pertaining to its wastewater sewer system. The prohibition provided for herein shall not apply to the retention of any attorney or other agent for the purpose of negotiating any provision of this Agreement where the existence of such agency has been disclosed to County.
- G. Subletting, assignment, or transfer of all or part of any interest of District hereunder is prohibited.
- H. District is i) bound by and to any provisions of any ordinances, rules and regulations made, amended or hereafter made and adopted by County applicable to sanitary and improvement districts whose wastewater sewers connect directly or indirectly with or into any part of the wastewater sewer system within the zoning Jurisdiction of County; and ii) bound by any terms and provisions which by ordinance, resolution, or rules of County now in existence, amended, or hereafter adopted or provided as applicable to or required in contracts with sanitary and improvement districts or in order to permit or continue the discharge of any wastewater from a sanitary and improvement district to flow into or through any part of the wastewater sewer system within the zoning jurisdiction of County.
- I. District shall collect a front footage charge where the property with which wastewater sewer connection is sought to be made is not within the bounds of a regular sanitary sewer district, or where such property has not been assessed, or has not paid for the construction of the wastewater sewer to which connection is sought to be made. Such front footage charge collected shall be used to defray the general obligation of District.

VII.

Developer and District covenant and agree that District shall:

- A. Abide by and incorporate into all of its construction contracts the provisions required by the regulations of County pertaining to construction of public improvements in subdivisions and testing procedures therefor;
- B. Except as may otherwise be agreed to by County, all of District's levy of special assessments shall be made in such a manner so as to assure that the entire burden of the levy is borne, on an equitable basis, by lots or parcels which are to be building sites. Developer and District

certify that to the best of their knowledge all lots and parcels shown on the plat of the area to be developed (Exhibit "A" hereto) are buildable sites. In the discretion of County, it may require Developer and District to prove to the satisfaction of County that a certain lot or parcel is a buildable site. Should a lot or parcel be determined by County not to be a buildable site, the cost of improvements that would otherwise have been levied against said lot or parcel shall be spread and levied against lots and parcels within the area to be developed that are buildable sites;

- C. Prior to commencement of the construction of improvement, said District shall obtain and file of record permanent easements for all sanitary, water, and storm sewer lines as determined by County engineer and/or surveyor. Said easements shall be in form satisfactory to the County's attorney and the County's engineer and/or surveyor;
- D. Provide to County at least twenty days (20) prior to the meeting of the Board of Trustees of District to propose the levy of special assessments, the following information:
 - 1. A detailed schedule of the proposed special assessments and the amount of general obligation costs of any improvement or acquisition;
 - 2. A plat of the area to be assessed; and,
 - 3. A full and detailed statement of the entire cost of each type of improvement, which statements or statements shall separately show:
 - a) The amount paid to the contractor;
 - b) A separate itemization of all other costs of the project, including, but not limited to, engineering fees, attorney's fees, testing expenses, publication expenses, estimated interest on all warrants to date of levy and the estimated fiscal agent's levy of special assessments, and estimated fiscal agent's warrant fees and bond fees;
 - c) A special itemization of all costs of District not itemized in (a) or (b) above;
 - d) Certification by District's engineer that the information and schedules provided to County in respect to special assessments are true and correct and that the use of funds and credit of District and proposed levies of special assessments have been made in conformity with the terms of this Subdivision Agreement;
 - e) Written approval by County of proposed assessment schedules prior to advertising for any hearing of District to be held for the purpose of equalizing or levying special assessments on property benefitted by any improvements constructed by District.

- f) District shall not less than ten (10) days prior to the Board of Equalization hearing of District, give notice in writing to County that the Board of Equalization will be convened on that date for the consideration of the levying of special assessments and equalization and apportionment of debt;
- E. Make its annual mill levy sufficient to fully comply with the Nebraska Budget Act. Such annual mill levy shall be in an amount sufficient to timely pay the indebtedness and interest thereon for public improvements, but in no event shall said levy be less than the current tax levy assessed by County on the taxable real estate within County's limits; and,
- F. Be responsible for securing all local and state permits necessary for construction, and to construct all systems in accordance with existing environmental, health, safety and welfare rules, regulations, and standards as may be in place at the time of construction.
- G. If the area to be developed is situated within the Future Growth and Development area of a municipality as determined under the Industrial Sewer Act (LB 1139, Laws Nebraska, 1994), then the Developer and District agree to abide, and to generally assist County in its compliance with, the terms of such Act and the Interlocal Cooperation Agreement under such Act to which the County may be a party.

VIII.

It is mutually agreed that District shall pay a fee of one percent (1%) of construction cost to County to cover engineering, legal and other miscellaneous expenses incurred by County in connection with any necessary review of plans and specifications in connection with the construction projects performed by District. The fee shall be allocated to special assessments and general obligation bonds in the same proportion as the costs of the particular construction project.

IX.

District created by Developer is shown on Exhibit "A" attached hereto and incorporated herein. The improvements cited herein or depicted on the plans attached hereto are understood to be the minimum acceptable to County.

X.

Prior to the commencement of the construction of the improvements contemplated by this Agreement, Developer and District shall submit all plans and specifications to the Sarpy County Building Inspector or designated representative for review and approval. Copies of all subsidiary and/or ancillary agreements with utility companies and others providing service for the public improvements contemplated by this Agreement shall be provided to County within one (1) month from the date that such a subsidiary and/or ancillary agreement is signed. "As built" plans shall be filed by District's engineer within sixty (60) days of District's completion of work, and in no event later than the filing of information to be provided pursuant to Section 10.10(D) above.

XI.

District and Developer shall not discriminate against any parties on account of race, national origin, sex, age, political or religious affiliations, or disabilities in violation of federal or state laws or local ordinances.

XII.

The Parties shall, without cost to County, conform to the requirements of the applicable County regulations and ordinances and any change in those regulations and ordinances.

XIII.

Each Party agrees to provide the other Parties with as much advance notice as is reasonably possible when this Agreement calls for the approval of a Party before an action can be taken. The Parties agree to cooperate in the undertakings contemplated by this Agreement and shall share and exchange necessary reports and other documents as required and when reasonably requested by other Parties to this Agreement. Any notice required under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, to the addresses as noted below. Any party to this Agreement may change its address for notice specified hereunder by sending written confirmation of such change by certified mail, return receipt requested, to the other Parties to this Agreement. The addresses for the purpose of notice and other communications are as follows:

For Developer:

James M. Egan, Vice President
Construction Services, Inc.
8425 Madison
Omaha, Nebraska

For Sanitary and Improvement District:

John H. Fisher
Walsh, Fisher & Deane
11440 West 104th Road
Omaha, Nebraska

For County:

County Clerk
County of Douglas
Suite 1118
1210 Gateway Drive
Papillion, Nebraska
and
Planning and Zoning Department
County of Douglas
Suite 1118
1210 Gateway Drive
Papillion, Nebraska

XIV.

This Agreement shall be binding upon the parties, their respective successors and assigns. The covenants, warranties, and other obligations of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors, and assigns.

XV.

The term of this Agreement shall commence on the ___ day of _____ 19___, and shall continue therefrom and remain in effect unless changed by written agreement of the Parties hereunder.

XVI.

The laws of the State of Nebraska shall govern as to the interpretation, validity, and effect of this Agreement.

XVII.

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the Parties with respect to the subject matter of this Agreement. This Agreement may not be amended, modified, or altered unless by written agreement signed by all of the Parties to this Agreement.

XVIII.

Every representation, covenant, warranty, or other obligation within this Agreement shall carry with it an obligation of good faith in its performance or enforcement.

XIX.

Developer and Sanitary Improvement District represent, covenant, and warrant that the making and execution of this Agreement, and all other documents and instruments required hereunder, have been duly authorized by the necessary corporate action of Developer and have been duly approved and authorized by the Board of Trustees of District, and are valid, binding, and enforceable obligations of Developer and District in accordance with their respective terms.

XX.

This agreement may be recorded at the option of the party hereto at the expense of the recording party.

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 triplicate on the dates indicated with the signatures below.

County of Sarpy:

Developer:
CONSTRUCTION SCIENCES, INC., a
Nebraska corporation

By: *Jim Schram*
Chair, Sarpy County
Board of Commissioners

By: *[Signature]*
President

Date: June 12, 1997

Date: 6/6/97

(SEAL)

(SEAL)

Attest: *[Signature]*
Sarpy County Clerk *ant Deputy*



Attest: *[Signature]*
Witness

Sanitary Improvement District
No. 190 of Sarpy county Nebraska

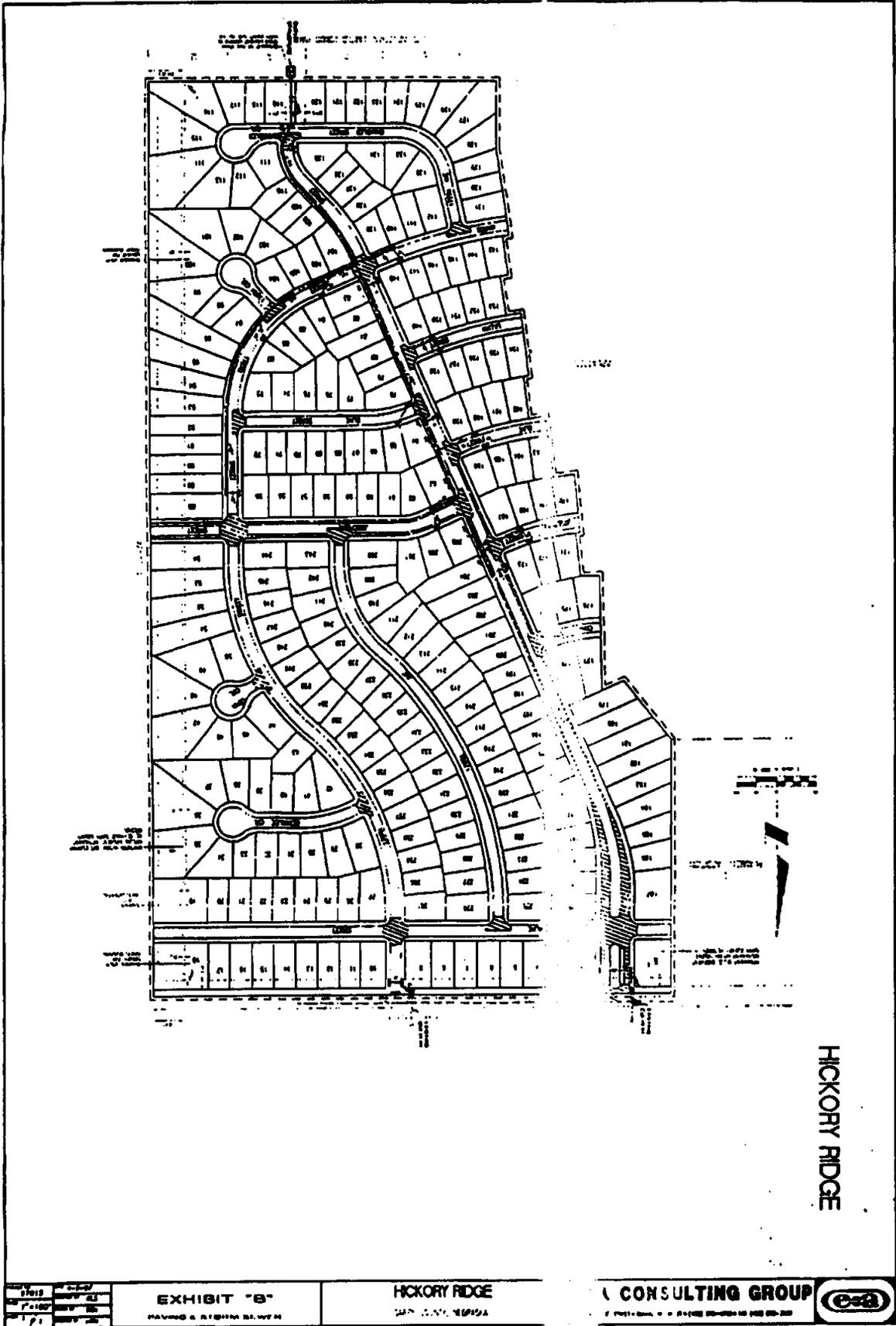
ATTEST:
[Signature]
Clerk

By: *[Signature]*
Chairman

Date: 6/4/97

(SEAL)

Approved as to Form:
[Signature]
Deputy Sarpy County Attorney



HICKORY RIDGE

DATE	BY	REV	DESCRIPTION
01/10/10	...	01	...
02/10/10	...	02	...
03/10/10	...	03	...

EXHIBIT "B"
 PLANNING & DESIGN DIVISION

HICKORY RIDGE
 1234567890

CONSULTING GROUP



AGENDA

Sanitary and Improvement District No. 235 of Sarpy County, Nebraska; Meeting to be held May 9, 2012.

1. Present Open Meeting Laws.

2. Vote on and approve Resolution of Necessity for construction of Sanitary Sewer, Outfall Sewer, Storm and Paving - Section II; being the same Resolution adopted in form at the meeting of the Board of Trustees held on April 11, 2012.

3. Present statements, vote on and approve payment from the General Fund Account of the District for the following:

a) E & A Consulting Group for engineering services (#117376)	\$1,484.59
b) Lamp Rynearson & Associates for engineering services. (#2)	\$2,777.23
c) Makie Construction for Pay Estimate No. 1 & Final for 180 th Street Sidewalk Improvements.	\$14,268.21
d) Kuehl Capital Corporation for the placement of General Fund warrants issued at this meeting (4%).	\$741.20

4. Present statements, vote on and approve payment from the Construction Fund Account of the District for the following:

a) Bankers Trust for paying agent fees.	\$1,000.00
b) Kuehl Capital Corporation for the placement of Construction Fund warrants issued at this meeting (\$40.00) and for Construction Fund Warrant Nos. 970 - 990, inclusive, (\$7,538.17) issued at the meeting held April 11, 2012. (4%)	\$7,578.17

5. Present proposed Resolution of Necessity for the District entering into an Underground Service Agreement for the construction of Underground Electric Service; order hearing to be held and necessary publications for same.

6. Present Agreement for Interceptor Connection and Wastewater Service between the City of Gretna, Nebraska, the City of Omaha, Nebraska and the District for execution by the Chairman and Clerk.