

CERTIFICATE

The undersigned hereby certify that they are the Chairperson and Clerk of **Sanitary and Improvement District Number 291 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.

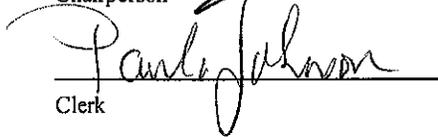
4. A current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during the Meeting in the room in which such Meeting was held and all in attendance at the Meeting were informed that such copy of the Nebraska Open Meetings Act was available for review 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 30th day of November 2016.


Chairperson


Clerk

**TRUSTEES OF SANITARY AND IMPROVEMENT DISTRICT NO. 291
OF SARPY COUNTY, NEBRASKA**

The meeting of the Board of Trustees of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska was convened in open and public session at 8:30 A.M. on November 30, 2016 at 7817 So. 191st Street, Omaha, Nebraska.

Present at the meeting were Trustees Loren Johnson, Paula Johnson, Randy Baker, Stephen Kayara and Aaron Fulton.

Notice of the meeting was given in advance thereof by publication in The Bellevue Leader on November 16 and November 23, 2016, 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, Papillion, Nebraska 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 then stated that a copy of the Nebraska Open Meeting Laws was available for review and inspection and stated the location of said copy in the room in which such 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 her 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 November 10, 2016, 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. 291 of Sarpy County, Nebraska that the Resolution of Necessity for the District to enter into a Sale and Purchase Agreement (Outlots D, E, F and H, Whitetail Creek and Outlot A, Whitetail Creek Replat 1 with Celebrity Homes, Inc. Post-Construction Stormwater Management - Lands Cost Reimbursement, per the Subdivision Agreement, Section IV, Paragraph L be and hereby is approved as proposed at the meeting of the Board of Trustees held on November 10, 2016.

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 her 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 November 10, 2016, 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. 291 of Sarpy County, Nebraska that the Resolution of Necessity for the District to enter into an Amendment No. 2 to the Interlocal Agreement with Sarpy County, Nebraska for Improvements to Giles Road be and hereby is approved as proposed at the meeting of the Board of Trustees held on November 10, 2016.

The Chairman then presented the following statements payable from the General Fund Account of the District and the Clerk was directed to attach a copy of said statement to these minutes:

- a) Lamp Rynearson & Associates for engineering services.

(#62)	\$1,500.86
b) Chastain Otis for Chairman and Clerk bonds. (#27393)	\$120.00
c) Todco Barricade Company for barricades and striping. (#124304, 124636)	\$2,644.00
d) Centennial Enterprises Inc. for mowing maintenance. (#533132, 53383, 53435, 53486)	\$6,600.00
e) Kuehl Capital Corporation for advisory structuring fees for the General Fund warrants issued at this meeting. (2.5%)	\$271.62
f) First National Capital Markets for underwriting fees for the General Fund warrants issued at this meeting (\$167.05) and 1573/1574 (\$90.00) (1.5%)	\$257.05
Total	\$11,393.53

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

RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska that the Chairman and Clerk be and hereby are authorized and directed to execute and deliver Warrant Nos. 1577 through 1584, inclusive, of the District, dated the date of this meeting, 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 to be payable from the General Fund Account of the District and to be redeemed no later than three years from the date hereof being November 30, 2019 (the "General Fund warrants"); to-wit:

1) Warrant No. 1577 for \$1,500.86 payable to Lamp Rynearson &

Associates for engineering services.

2) Warrant No. 1578 for \$120.00 payable to Chastain Otis for Chairman and Clerk bonds.

3) Warrant No. 1579 for \$2,644.00 all payable to Todco Barricade for barricades and striping.

4) Warrant No. 1580 and 1581 each for \$3,000.00 and Warrant No. 1582 for \$600.00 all payable to Centennial Enterprises, Inc. for mowing maintenance.

5) Warrant No. 1583 for \$271.62 payable to Kuehl Capital Corporation for advisor fees for General Fund Warrants issued at this meeting.

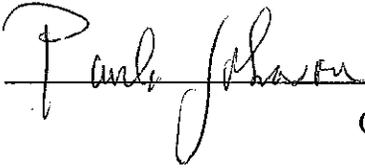
6) Warrant No. 1584 for \$257.05 payable to First National Capital Markets for underwriting fees for General Fund Warrants issued at this meeting.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska the District hereby authorizes and directs the Chair 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 (the "Code"), pertaining to the General Fund Warrants;

No opinion of nationally recognized counsel in the area of municipal finance has been delivered with respect to the treatment of interest on the General Fund Warrants. Purchasers of the General Fund Warrants are advised to consult their tax advisors as to the tax consequences of purchasing or holding the General Fund Warrants.

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

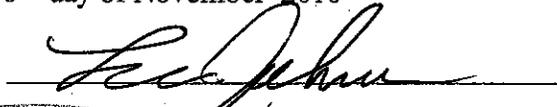

Chairman

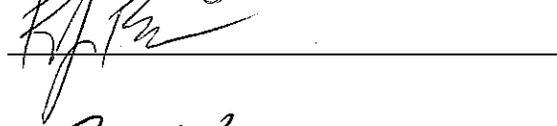
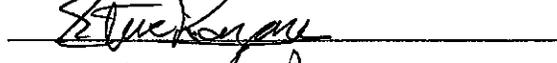
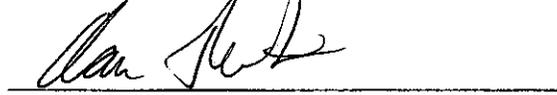

Clerk

ACKNOWLEDGMENT OF RECEIPT OF
NOTICE OF MEETING

The undersigned Trustees of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska do hereby acknowledge receipt of advance notice of a meeting Board of Trustees of said District and the agenda for such meeting held at 8:30 A.M. on November 30, 2016 at 7817 So. 191st Street, Omaha, Nebraska.

DATED this 30th day of November 2016

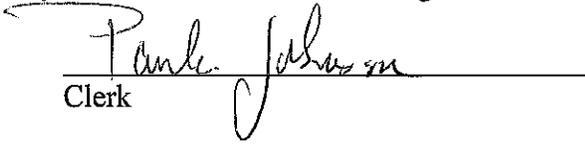


CERTIFICATE

The undersigned being Clerk of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska hereby certifies that Notice of a Meeting of the Board of Trustees of said District held on November 30, 2016 was mailed to the Sarpy County Clerk, Papillion, Nebraska 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 designed in the notice of meeting published in the Bellevue Leader on November 16 and November 23, 2016 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 of Papillion, Nebraska within thirty days from the date of this meeting.


Clerk

BE IT RESOLVED that the Board of Trustees of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska find and determine that it is advisable and necessary for the District to enter into a Sale and Purchase Agreement (Outlots D-F and H, Whitetail Creek and Outlot A, Whitetail Creek Replat 1, with Celebrity Homes, Inc. whereby the District is purchasing said outlots from Celebrity Homes, Inc. to own and maintain.

BE IT FURTHER RESOLVED that the principal terms of said Agreement are as follows:

SALE AND PURCHASE AGREEMENT (Outlots D-F and H, Whitetail Creek and Outlot A, Whitetail Creek Replat 1)

THIS SALE AND PURCHASE AGREEMENT, dated as of the _____ day of _____, 2016 (the "Effective Date"), by and between Celebrity Homes, Inc., a Nebraska corporation ("Seller"), and Sanitary and Improvement District 291, Sarpy County, Nebraska, a political subdivision of the State of Nebraska ("Purchaser").

RECITALS:

A. Seller desires to sell to Purchaser and Purchaser desires to purchase from Seller the following legally described real property located in Sarpy County, Nebraska, to-wit:

Outlots "D" through "F" and "H" inclusive, Whitetail Creek, a Subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, and Outlot A, Whitetail Creek Replat 1, a Subdivision as surveyed, platted, and recorded in Sarpy County, Nebraska, collectively the "Property".

B. As consideration for the sale of the Property, Purchaser shall own and maintain the Property, and Seller shall receive warrants in the amount of the purchase price to be paid at the time the Purchaser is able to pay the purchase price as reasonably determined by Purchaser's municipal advisor in accordance with the terms and conditions of the Residential Subdivision Agreement entered into by and between the Seller, Purchaser, and Sarpy County, Nebraska, dated August 7, 2015 (the "Subdivision Agreement").

AGREEMENT:

NOW, THEREFORE, in consideration of the recitals and the mutual agreements, provisions, and covenants herein contained, Seller and Purchaser hereby agree as follows:

SECTION 1. PROPERTY. Subject to the terms and conditions of this Agreement, Seller agrees to sell, convey, assign, transfer and deliver to Purchaser, and Purchaser shall buy, accept and receive from Seller on the Closing Date the Property together with all of the rights, privileges and appurtenances thereunto belonging and all of the rights of Seller in and to all improvements and fixtures hereon.

SECTION 2. CONSIDERATION PAYABLE TO SELLER BY PURCHASER FOR THE PROPERTY.

2.1. **Purchase Price.** Subject to the terms and conditions of this Agreement, and in reliance upon the representations and warranties of Seller herein contained, and in consideration of the sale, conveyance, assignment, transfer and delivery of the Property by Seller to Purchaser pursuant to Section 1 hereof, Purchaser agrees to purchase the Property from Seller and to own and maintain the Property and pay to Seller the product obtained by multiplying Twenty Five Thousand Four Hundred and No/100ths (\$25,400.00) Dollars by the number of acres of the Property, excluding Outlot A, Whitetail Creek Replat 1, which may be paid through the general obligation fund of the Purchaser (the "Purchase Price"). The Property that is to be paid for consists of a total of 2,975 acres (.684 acres for Outlot D, Whitetail Creek, .808 acres for Outlot E, Whitetail Creek, .521 acres for Outlot F, Whitetail Creek, and .962 acres for Outlot H, Whitetail Creek). The purchase price for the 6,952 acres for Outlot A, Whitetail Creek Replat 1 shall be \$1.00 and, as such, the Purchase Price for the Property shall be

may cancel or terminate this Agreement. Purchaser shall have the further option of closing the Agreement despite the existence of defects. The cost of title insurance shall be split equally between Purchaser and Seller.

SECTION 7. INSPECTIONS. Purchaser and its representatives, at their expense, within thirty (30) days from the execution of this Agreement ("Inspection Period"), shall have the right to enter upon the Property to make borings, studies and other tests, including engineering studies, environmental studies, and soil analysis, or for any other purpose which may assist Purchaser to determine the suitability of the Property for Purchaser's desired purposes. If, within the Inspection Period, any such borings, studies, or other tests disclose that, in Purchaser's reasonable business judgment, the Property is not suitable for Purchaser's desired purposes, then Purchaser either may: (i) complete the purchase of the Property in the existing condition; or (ii) declare this Agreement null and void at any time prior to the expiration of the Inspection Period. If Purchaser shall notify Seller in writing within the Inspection Period of its election to terminate this Agreement, then this Agreement shall be null and void and the Earnest Money and all accrued interest thereon shall be immediately returned to Purchaser. If Purchaser shall fail to notify Seller of its election to terminate this Agreement within the Inspection Period, Purchaser shall be deemed to have waived the right to terminate this Agreement for the reasons specified in Section 7 hereof.

SECTION 8. EXPENSES. Seller shall pay all costs associated with the transfer of the Property. Purchaser shall be all expenses associated with the inspection of the Property. Each party shall pay their own attorney's fees.

SECTION 9. POSSESSION. Possession of the Property shall be delivered to Purchaser at Closing.

SECTION 10. DEFAULT.

10.1. **Default by Seller.** In the event of Seller's failure to complete the transaction contemplated by this Agreement, Purchaser, at its option, may (i) terminate this Agreement by written notice to Seller, and both parties shall be discharged from all duties of performance hereunder, and the Earnest Money and accrued interest thereon shall be returned to Purchaser; or (ii) enforce this Agreement by action for specific performance of this Agreement or by an action for damages.

10.2. **Default by Purchaser.** In the event of Purchaser's failure to complete the transaction contemplated by this Agreement, Seller, at its option, may (i) terminate this Agreement by written notice to Purchaser, and both parties shall be discharged from all duties of performance hereunder, and the Earnest Money and accrued interest thereon shall be delivered to Seller; or (ii) enforce this Agreement by an action for specific performance of this Agreement or by an action for damages.

10.3. **Remedies Exclusive.** The remedies provided in this Section 10 are exclusive and noncumulative, and Seller and Purchaser each hereby waives the right to pursue any and all other remedies for default not expressly provided for in this Agreement, and Purchaser and Seller each acknowledge that the provision of this Section 10 is a material inducement to each of them to enter the transaction contemplated hereby.

SECTION 11. MISCELLANEOUS.

The following miscellaneous provisions shall apply to this Agreement.

11.1. **Agents Commission.** The parties hereto acknowledge that no agents or brokers have been retained to represent either party in this transaction, and each party hereto agrees to indemnify and hold harmless the other party from any claims asserted by any other agent or broker or other person arising out of any act by such party as a result of the consummation of this transaction.

11.2. **Waivers.** Seller and Purchaser may, by written notice to the other, (a)

negotiable instruments to potentially be resold by Seller to a third party purchaser for the purposes of paying Seller the Purchase Price on the Payment Date. THIS OFFER IS BASED UPON PURCHASER'S PERSONAL INSPECTION OR INVESTIGATION OF THE PROPERTY AND NOT UPON ANY REPRESENTATION OR WARRANTIES OF CONDITION BY THE SELLER OR SELLER'S AGENT.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto, at the place and date specified immediately adjacent to their respective names.

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. 291 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 \$87,000.00.

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 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. 291
OF SARPY COUNTY, NEBRASKA
By: Loren Johnson, Chairman
Paula Johnson, Clerk

1990879, 11/16, 11/23

5.21 acres for Outlot F, Whitetail Creek, and .962 acres for Outlot H, Whitetail Creek). The purchase price for the 6.952 acres for Outlot A, Whitetail Creek Replat 1 shall be \$1,000 and, as such, the Purchase Price for the Property shall be \$75,556.00.

2.2 Payment of Purchase Price. Purchaser shall pay the Purchase Price to Seller in cash within thirty (30) days after Purchaser being deemed in a satisfactory financial condition to pay Seller the Purchase Price as reasonably determined by the Purchaser's municipal advisor (the "Payment Date").

SECTION 3. CLOSING. Subject to the terms and conditions contained in this Agreement, the transfer of the Property from Seller to Purchaser, pursuant to a general warranty deed, will take place at the offices of Füllenkamp, Doyle & Jobson, 11440 West Center Road, Omaha, Nebraska, 68144, within thirty (30) days after the Effective Date of this Agreement (the "Closing Date").

SECTION 4. DISCLAIMER OF WARRANTY. Purchaser acknowledges that the Purchaser has been afforded the opportunity to inspect the Property, and an additional opportunity for inspection under Section 7 of this Agreement, to conduct such inspections and testings as the Purchaser has deemed appropriate and to verify all information furnished by the Seller. Without reliance on any information provided by the Seller, the Purchaser has determined that the physical properties are satisfactory to Purchaser in all respects. It is understood that Seller has made no representation either express or implied as to the condition or state of repair of the Property, including, without limitation to compliance of the Property with any governmental regulations, and has made no agreement to alter, repair, or improve the Property. The sole obligation of Seller will be to deliver possession of the Property to Purchaser on the Closing Date in substantially the same condition (normal wear and tear and casualty loss excepted) as existed on the date of this Agreement and the Purchaser agrees to accept possession of the Property on the Closing Date in an "AS-IS" condition WITH ALL FAULTS and WITHOUT EXPRESS OR IMPLIED WARRANTY.

SECTION 5. CONDITIONS PRECEDENT TO OBLIGATIONS OF PURCHASER.

The obligations of the Purchaser to purchase and acquire the Property from Seller is subject to the satisfaction, on or before the Closing Date or earlier date if specified, of all of the following conditions, which conditions may be waived in writing by Purchaser:

5.1 Absence of Litigation. No action, suit or proceeding before any court or governmental body or authority, pertaining to the Property, or the transaction contemplated by this Agreement or to its consummation shall have been instituted or threatened on or before the Closing Date.

5.2 Title Insurance. Purchaser shall have received the Title Commitment as contemplated by Section 6 and shall not have terminated this Agreement within the time period provided therein.

5.3 Inspection. Purchaser shall not have terminated this Agreement pursuant to the provisions of Section 7 within the time period provided therein.

SECTION 6. TITLE INSURANCE. Purchaser shall obtain a Commitment for Title Insurance from Nebraska Title Company within twenty (20) days of the date this Agreement is signed by Seller and returned to Purchaser showing marketable title in Seller. In the event that there is a defect in the title, Purchaser shall have the right to specify its reasonable objections within 30 days of receipt of such Commitment. In the event that Seller is unable or unwilling to correct such objections within 30 days of such notice then Purchaser

asserted by another agent or broker or other person arising out of any act by such party as a result of the consummation of this transaction.

11.2 Waivers. Seller and Purchaser may, by written notice to the other, (a) extend the time for performance of any of the obligations or other actions of the other under this Agreement; (b) waive any inaccuracies in the representations and warranties of the other contained in this Agreement or in any documents delivered pursuant to this Agreement; (c) waive compliance with any of the conditions or covenants of the other contained in this Agreement; or (d) waive or modify performance of any of the obligations of the other under this Agreement. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representations, warranties, covenants or agreements contained in this Agreement. Any waiver by Seller or Purchaser of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

11.3 Notices. All notices which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respect if given in writing, and if delivered in person, effective the date of delivery, or if mailed by registered, certified or express mail, postage prepaid, effective the day after depositing the notice in the U.S. Mail service or an overnight express mail carrier, as follows:

If to Seller: Celebrity Homes, Inc.
14002 E St.
Omaha, Nebraska 68137
If to Purchaser: SID 291
Sarp County
Attn: Brian Doyle
Attorney for SID 291
11440 West Center Road, Ste. C
Omaha, Nebraska 68144

or at such other address as any party hereto shall have designated by notice in writing to the other parties hereto.

11.4 Amendments and Supplements; Survival. At any time before the Closing Date, this Agreement, or any other agreement relating to this Agreement, may be amended or supplemented by additional agreements, articles or certificates as may be determined by Seller and Purchaser to be necessary, desirable or expedient to further the purposes of this Agreement or to clarify the intention of the parties hereto, or to add to or modify the covenants, terms or conditions hereof or to effect or facilitate any approval or acceptance of the transactions contemplated by this Agreement or the consummation of the transaction contemplated hereby. All representations, warranties and covenants made in or pursuant to this Agreement shall survive the Closing hereunder.

11.5 Entire Agreement; Time of Essence. 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. Time is of the essence of this Agreement.

11.6 Applicable Law; Binding Effect. This Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of Nebraska applicable to contracts made and performed in Nebraska. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

11.7 Purchaser's Representations. Purchaser hereby represents that it shall approve the issuance of the warrants and cause such warrants to be registered as

AFFIDAVIT OF PUBLICATION

STATE OF NEBRASKA }
} SS.
County of Sarpy }

Being duly sworn, upon oath, Michael Harrington deposes and says that he is the Accounting Manager or Ron Petak deposes and says that he is the Executive Editor of the Bellevue Leader, Papillion Times, Gretna Breeze and Springfield Monitor, legal newspapers of general circulation in Sarpy County, Nebraska, and published therein; that said newspaper has been established for more than one year last past; that it has a bona-fide paid subscription list of more than three hundred; that to this personal knowledge, the advertisement, a copy of which is hereto attached, was printed in the said newspaper once each week, the first insertion

Wednesday, November 16, 2016 Bellevue Leader
Thereafter, Wednesday, November 23, 2016 Bellevue Leader

And that said newspaper is a legal newspaper under the statutes of the State of Nebraska. The above facts are within my personal knowledge.

Michael Harrington OR Ron Petak
Accounting Manager Executive Editor

Today's Date 11/23/16
Signed in my presence and sworn to before me:

[Signature]

Notary Public
GENERAL NOTARY - State of Nebraska
LAURA A ESTEP-BRONK
My Comm. Exp. October 21, 2017

Printer's Fee \$ 163.24
Customer Number: 40972
Order Number: 0001990670

FULLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144
SANITARY AND IMPROVEMENT
DISTRICT NO. 291
OF SARPY COUNTY, NEBRASKA

NOTICE
NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska will be held at 8:30 A.M. on November 30, 2016 at 7817 So. 191st 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. 291 of Sarpy County, Nebraska find and determine that it is advisable and necessary for the District to enter into an Amendment No. 2 to Interlocal Cooper-

ation Agreement with Sarpy County, Nebraska for improvements to Giles Road.

BE IT FURTHER RESOLVED that the principal terms of said Agreement are as follows:

EXHIBIT B
AMENDMENT NO. 2 TO INTERLOCAL COOPERATION AGREEMENT

(Giles Road Improvements 186th Street to 192nd Street)

This Amendment No. 2 to Interlocal Cooperation Agreement (herein "Second Amendment") is made and entered into by and between and between Sanitary and Improvement District Number 291 of Sarpy County, Nebraska (hereinafter "SID 291") and the County of Sarpy, State of Nebraska (hereinafter "County"). Collectively, SID 291 and County are hereinafter sometimes referred to as the "Parties."

WITNESSETH

WHEREAS SID 291 and County previously entered into an Interlocal Cooperation Agreement (herein "Interlocal Agreement") for the installation and construction of improvements for a portion of Giles Road extending from 186th Street to 192nd Street executed August 20, 2013.

WHEREAS SID 291 and County previously entered into a First Amendment to Interlocal Cooperation Agreement (herein "First Amendment") for the installation and construction of improvements for a portion of Giles Road extending from 186th Street to 192nd Street executed June 2, 2015.

WHEREAS SID 291 and County have agreed upon a plan for the installation and construction of additional improvements adjacent to the Giles Road, which shall generally consist of installing the paving described as follows (herein "SID 291 (Whitetail Creek) Interior Paving"):

S 190th Avenue from Giles Road to Robin Drive (Approximately 180 linear feet)

S 188th Street from Giles Road to Robin Drive (Approximately 180 linear feet)

WHEREAS SID 291 (Whitetail Creek) Interior Paving will be located within SID 291 and will serve SID 291 and that the cost and expense of paving are a direct cost to SID 291.

WHEREAS the plans and specifications produced by Lamp, Rynearson and Associates for the Giles Road Improvement 186th Street to 192nd Street include the improvements for SID 291 (Whitetail Creek) Interior Paving and that said plans identify these improvements with specific quantities identified as Items 200-212 inclusive under the heading "Sanitary and Improvement District 291 (Whitetail Creek) Interior Paving" attached hereto as Exhibit A and shown in further detail with estimated construction costs on Exhibit B.

WHEREAS it is therefore necessary to amend the Interlocal Agreement to provide for the construction and installation of the SID 291 (Whitetail Creek) Interior Paving on the terms and provisions hereinafter more particularly set forth;

NOW THEREFORE in consideration of the foregoing recitals, which are made a part of this Second Amendment, the parties hereto agree as follows:

SID 291 and County agree that the SID 291 will be 100% responsible for the construction cost for SID 291 (Whitetail Creek) Interior Paving. Lamp, Rynearson and Associates will provide detailed cost breakdowns for the costs of the improvements based upon the specific quantities

Sanitary and Improvement District No. 291 (Whitetail Creek) Interior Paving".

2. SID 291 and County agree that the SID 291 will be billed directly for the construction cost for SID 291 (Whitetail Creek) Interior Paving. Lamp, Rynearson and Associates and the County will coordinate to provide this billing.

3. SID 291 and County agree that the SID 291 will be 100% responsible for the engineering cost for SID 291 (Whitetail Creek) Interior Paving. Exhibit B shows the engineer's estimate for construction costs for SID 291 (Whitetail Creek) Interior Paving as \$90,604.80 and the engineer's estimate of the total cost of the project as \$1,376,148.95. Based upon Exhibit B, the portion of engineering costs that SID 291 is 100% responsible is 6.58%. Lamp Rynearson and Associates (LRA) will invoice County for 100% of engineering fees as specified in the agreement for engineering services between County and LRA. County will invoice SID 291 for 6.58% of the total engineering costs at the completion of the project.

4. Except as amended herein, the Interlocal Agreement shall otherwise remain unmodified and in full force and effect.

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

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. 291 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 \$124,600.00.

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 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.

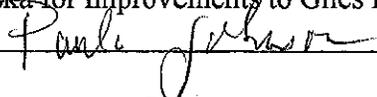
If a petition opposing this Resolution, signed by property owners representing a majority of the front footage which may become subject to assessment for the cost of the improvements as set forth herein, is filed with the Clerk of the District within three (3) days before the date of the hearing on this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

SANITARY AND IMPROVEMENT DISTRICT NO. 291 OF SARPY COUNTY, NEBRASKA
By: Loren Johnson, Chairman
Paula Johnson, Clerk

1990670; 11/16, 11/23

CERTIFICATE

The undersigned Clerk of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska does hereby certify that notice was posted in three conspicuous places within the District with regard to the District to enter into a Sale and Purchase Agreement (Outlots D, E, F and H, Whitetail Creek and Outlot A, Whitetail Creek Replat 1 with Celebrity Homes, Inc. Post-Construction Stormwater Management - Lands Cost Reimbursement, per the Subdivision Agreement, Section IV, Paragraph L and the District to enter into an Amendment No. 2 to the Interlocal Agreement with Sarpy County, Nebraska for Improvements to Giles Road.



Clerk

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

SANITARY AND IMPROVEMENT
DISTRICT NO. 291
OF SARPY COUNTY, NEBRASKA

NOTICE

NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska will be held at 8:30 A.M. on November 30, 2016 at 7817 So. 191st 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. 291 of Sarpy County, Nebraska find and determine that it is advisable and necessary for the District to enter into a Sale and Purchase Agreement (Outlots D-F and H, Whitetail Creek and Outlot A, Whitetail Creek Replat 1, with Celebrity Homes, Inc. whereby the District is purchasing said outlots from Celebrity Homes, Inc. to own and maintain.

BE IT FURTHER RESOLVED that the principal terms of said Agreement are as follows:

SALE AND PURCHASE AGREEMENT
(Outlots D-F, and H, Whitetail Creek and Outlot A, Whitetail Creek Replat 1)

THIS SALE AND PURCHASE AGREEMENT, dated as of the ___ day of _____, 2016 (the "Effective Date"), by and between Celebrity Homes, Inc., a Nebraska corporation ("Seller"), and Sanitary and Improvement District 291, Sarpy County, Nebraska, a political subdivision of the State of Nebraska ("Purchaser").

RECITALS:

A. Seller desires to sell to Purchaser and Purchaser desires to purchase from Seller the following legally described real property located in Sarpy County, Nebraska, to-wit:

Outlots "D" through "F" and "H", inclusive, Whitetail Creek, a Subdivision as surveyed, platted and recorded in Sarpy County, Nebraska and Outlot A, Whitetail Creek Replat 1, a Subdivision as surveyed, platted and recorded in Sarpy County, Nebraska (collectively the "Property").

B. As consideration for the sale of the Property, Purchaser shall own and maintain the Property, and Seller shall receive warrants in the amount of the purchase price to be paid at the time the Purchaser is able to pay the purchase price as reasonably determined by Purchaser's municipal advisor in accordance with the terms and conditions of the Residential Subdivision Agreement entered into by and between the Seller, Purchaser, and

Sarpy County, Nebraska, dated August 7, 2015 (the "Subdivision Agreement").

AGREEMENT:

NOW, THEREFORE, in consideration of the recitals and the mutual agreements, provisions and covenants herein contained, Seller and Purchaser hereby agree as follows:

SECTION 1. PROPERTY. Subject to the terms and conditions of this Agreement, Seller agrees to sell, convey, assign, transfer and deliver to Purchaser, and Purchaser shall buy, accept and receive from Seller on the Closing Date the Property together with all of the rights, privileges and appurtenances thereunto belonging and all of the rights of Seller in and to all improvements and fixtures thereon.

SECTION 2. CONSIDERATION PAYABLE TO SELLER BY PURCHASER FOR THE PROPERTY.

2.1 Purchase Price. Subject to the terms and conditions of this Agreement, and in reliance upon the representations and warranties of Seller herein contained, and in consideration of the sale, conveyance, assignment, transfer and delivery of the Property by Seller to Purchaser pursuant to Section 1 hereof, Purchaser agrees to purchase the Property from Seller and to own and maintain the Property and pay to Seller the product obtained by multiplying Twenty Five Thousand Four Hundred and No/100ths (\$25,400.00) Dollars by the number of acres of the Property, excluding Outlot A, Whitetail Creek Replat 1, which may be paid through the general obligation fund of the Purchaser (the "Purchase Price"). The Property that is to be paid for consists of a total of 2,975 acres (.684 acres for Outlot D, Whitetail Creek, .808 acres for Outlot E, Whitetail Creek, .521 acres for Outlot F, Whitetail Creek, and .962 acres for Outlot H, Whitetail Creek). The purchase price for the 6,952 acres for Outlot A, Whitetail Creek Replat 1 shall be \$1.00 and, as such, the Purchase Price for the Property shall be \$75,556.00.

2.2 Payment of Purchase Price. Purchaser shall pay the Purchase Price to Seller in cash within thirty (30) days after Purchaser being deemed in a satisfactory financial condition to pay Seller the Purchase Price as reasonably determined by the Purchaser's municipal advisor (the "Payment Date").

SECTION 3. CLOSING. Subject to the terms and conditions contained in this Agreement, the transfer of the Property from Seller to Purchaser, pursuant to a general warranty deed, will take place at the offices of Fullenkamp, Doyle & Jobeun, 11440 West Center Road, Omaha, Nebraska, 68144, within thirty (30) days after the Effective Date of this Agreement (the "Closing Date").

SECTION 4. DISCLAIMER OF WARRANTY. Purchaser acknowledges that the Purchaser has been afforded the opportunity to inspect the Property, and an additional opportunity for inspection under Section 7 of this Agreement, to conduct such inspections and testings as the Purchaser has deemed appropriate and to

verify all information furnished by the Seller. Without reliance on any information provided by the Seller, the Purchaser has determined that the physical properties are satisfactory to Purchaser in all respects. It is understood that Seller has made no representation either express or implied as to the condition or state of repair of the Property, including, without limitation to compliance of the Property with any governmental regulations and has made no agreement to alter, repair, or improve the Property. The sole obligation of Seller will be to deliver possession of the Property to Purchaser on the Closing Date in substantially the same condition (normal wear and tear and casualty loss excepted) as existed on the date of this Agreement and the Purchaser agrees to accept possession of the Property on the Closing Date in an AS IS condition WITH ALL FAULTS and WITHOUT EXPRESS OR IMPLIED WARRANTY.

SECTION 5. CONDITIONS PRECEDENT TO OBLIGATIONS OF PURCHASER.

The obligations of the Purchaser to purchase and acquire the Property from Seller is subject to the satisfaction, on or before the Closing Date, or earlier date if specified, of all of the following conditions, which conditions may be waived in writing by Purchaser:

5.1 Absence of Litigation. No action, suit or proceeding before any court or governmental body or authority pertaining to the Property or the transaction contemplated by this Agreement or to its consummation shall have been instituted or threatened on or before the Closing Date.

5.2 Title Insurance. Purchaser shall have received the Title Commitment as contemplated by Section 6 and shall not have terminated this Agreement within the time period provided therein.

5.3 Inspection. Purchaser shall not have terminated this Agreement pursuant to the provisions of Section 7 within the time period provided therein.

SECTION 6. TITLE INSURANCE.

Purchaser shall obtain a Commitment for Title Insurance from Nebraska Title Company within twenty (20) days of the date this Agreement is signed by Seller and returned to Purchaser showing marketable title in Seller. In the event that there is a defect in the title, Purchaser shall have the right to specify its reasonable objections within 30 days of receipt of such Commitment. In the event that Seller is unable or unwilling to correct such objections within 30 days of such notice then Purchaser may cancel or terminate this Agreement. Purchaser shall have the further option of closing the Agreement despite the existence of defects. The cost of title insurance shall be split equally between Purchaser and Seller.

SECTION 7. INSPECTIONS. Purchaser and its representatives, at their expense, within thirty (30) days from the execution of this Agreement ("Inspection Period"), shall have the right to enter upon the Property to make borings, studies and other tests, including engineering studies, environmental studies, and soil analysis, or

for any other purpose which may assist Purchaser to determine the suitability of the Property for Purchaser's desired purposes. If, within the Inspection Period, any such borings, studies, or other tests disclose that, in Purchaser's reasonable business judgment, the Property is not suitable for Purchaser's desired purposes, then, Purchaser either may: (i) complete the purchase of the Property in the existing condition; or (ii) declare this Agreement null and void at any time prior to the expiration of the Inspection Period. If Purchaser shall notify Seller in writing within the Inspection Period of its election to terminate this Agreement, then this Agreement shall be null and void and the Earnest Money and all accrued interest thereon shall be immediately returned to Purchaser. If Purchaser shall fail to notify Seller of its election to terminate this Agreement within the Inspection Period, Purchaser shall be deemed to have waived the right to terminate this Agreement for the reasons specified in Section 7 hereof.

SECTION 8. EXPENSES. Seller shall pay all costs associated with the transfer of the Property. Purchaser shall be all expenses associated with the inspection of the Property. Each party shall pay their own attorney's fees.

SECTION 9. POSSESSION. Possession of the Property shall be delivered to Purchaser at Closing.

SECTION 10. DEFAULT.

10.1 Default by Seller. In the event of Seller's failure to complete the transaction contemplated by this Agreement, Purchaser, at its option, may (i) terminate this Agreement by written notice to Seller and both parties shall be discharged from all duties of performance hereunder; and the Earnest Money and accrued interest thereon shall be returned to Purchaser, or (ii) enforce this Agreement by action for specific performance of this Agreement or by an action for damages.

10.2 Default by Purchaser. In the event of Purchaser's failure to complete the transaction contemplated by this Agreement, Seller, at its option, may (i) terminate this Agreement by written notice to Purchaser and both parties shall be discharged from all duties of performance hereunder; and the Earnest Money and accrued interest thereon shall be delivered to Seller, or (ii) enforce this Agreement by an action for specific performance of this Agreement or by an action for damages.

10.3 Remedies Exclusive. The remedies provided in this Section 10 are exclusive and noncumulative, and Seller and Purchaser each hereby waives the right to pursue any and all other remedies for default not expressly provided for in this Agreement, and Purchaser and Seller each acknowledge that the provision of this Section 10 is a material inducement to each of them to enter the transaction contemplated hereby.

SECTION 11. MISCELLANEOUS.

The following miscellaneous provisions shall apply to this Agreement:

11.1 Agent's Commission. The parties hereto acknowledge that no agents or

brokers have been retained to represent either party in this transaction, and each party hereto agrees to indemnify and hold harmless the other party from any claims asserted by any other agent or broker or other person arising out of any act by such party as a result of the consummation of this transaction.

11.2 Waivers. Seller and Purchaser may, by written notice to the other, (a) extend the time for performance of any of the obligations or other actions of the other under this Agreement; (b) waive any inaccuracies in the representations and warranties of the other contained in this Agreement or in any documents delivered pursuant to this Agreement; (c) waive compliance with any of the conditions or covenants of the other contained in this Agreement; or (d) waive or modify performance of any of the obligations of the other under this Agreement. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representations, warranties, covenants or agreements contained in this Agreement. Any waiver by Seller or Purchaser of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

11.3 Notices. All notices which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respect if given in writing, and if delivered in person, effective the date of delivery, or if mailed by registered, certified or express mail, postage prepaid, effective the day after depositing the notice in the U.S. Mail service or an overnight express mail carrier, as follows:

If to Seller: Celebrity Homes, Inc.
14002 L St.

Omaha, Nebraska 68137

If to Purchaser: SID 291,

Sarpy County

Attn: Brian Doyle,

Attorney for SID 291

11440 West Center Road, Ste. C

Omaha, Nebraska 68144

or at such other address as any party hereto shall have designated by notice in writing to the other parties hereto.

11.4 Amendments and Supplements; Survival. At any time before the Closing Date, this Agreement, or any other agreement relating to this Agreement, may be amended or supplemented by additional agreements, articles or certificates as may be determined by Seller and Purchaser to be necessary, desirable or expedient to further the purposes of this Agreement or to clarify the intention of the parties hereto, or to add to or modify the covenants, terms or conditions hereof or to effect or facilitate any approval or acceptance of the transactions contemplated by this Agreement or the consummation of the transaction contemplated hereby. All representations, warranties and covenants made in or pursuant to this Agreement shall survive the Closing hereunder.

11.5 Entire Agreement; Time of Essence. 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. Time is of the essence of this Agreement.

11.6 Applicable Law; Binding Effect. This Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of Nebraska applicable to contracts made and performed in Nebraska. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

11.7 Purchaser's Representations. Purchaser hereby represents that it shall approve the issuance of the warrants and cause such warrants to be registered as negotiable instruments to potentially be resold by Seller to a third party purchaser for the purposes of paying Seller the Purchase Price on the Payment Date. THIS OFFER IS BASED UPON PURCHASER'S PERSONAL INSPECTION OR INVESTIGATION OF THE PROPERTY AND NOT UPON ANY REPRESENTATION OR WARRANTIES OF CONDITION BY THE SELLER OR SELLER'S AGENT.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto, at the place and date specified immediately adjacent to their respective names.

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. 291 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 \$87,000.00.

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 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. 291
OF SARPY COUNTY, NEBRASKA
By: Loren Johnson, Chairman
Paula Johnson, Clerk

1990679; 11/16, 11/23

FULLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144
SANITARY AND IMPROVEMENT
DISTRICT NO. 291
OF SARPY COUNTY, NEBRASKA

NOTICE

NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska will be held at 8:30 A.M. on November 30, 2016 at 7817 So. 191st 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. 291 of Sarpy County, Nebraska find and determine that it is advisable and necessary for the District to enter into an Amendment No. 2 to Interlocal Cooperation Agreement with Sarpy County, Nebraska for Improvements to Giles Road.

BE IT FURTHER RESOLVED that the principal terms of said Agreement are as follows:

**EXHIBIT 'B'
AMENDMENT NO. 2 TO INTERLOCAL
COOPERATION AGREEMENT**

(Giles Road Improvements - 186th Street to 192nd Street)

This Amendment No. 2 to Interlocal Cooperation Agreement (herein "Second Amendment") is made and entered into by and between and between Sanitary and Improvement District Number 291 of Sarpy County, Nebraska (hereinafter "SID 291"), and the County of Sarpy, State of Nebraska (hereinafter "County"). Collectively, SID 291, and County are hereinafter sometimes referred to as the "Parties."

WITNESSETH:

WHEREAS, SID 291 and County pre-

ties hereto agree as follows:

1. SID 291 and County agree that the construction cost for SID 291 (Whitetail Creek) Interior Paving, Lamp, Rynearson and Associates will provide detailed cost breakdowns for the costs of the improvements based upon the specific quantities actually installed and described as items 200-212 inclusive under the heading "Sanitary and Improvement District 291 (Whitetail Creek) Interior Paving".

2. SID 291 and County agree that the SID 291 will be billed directly for the construction cost for SID 291 (Whitetail Creek) Interior Paving, Lamp, Rynearson and Associates and the County will coordinate to provide this billing.

3. SID 291 and County agree that the SID 291 will be 100% responsible for the engineering cost for SID 291 (Whitetail Creek) Interior Paving. Exhibit B shows the engineer's estimate for construction costs for SID 291 (Whitetail Creek) Interior Paving as \$90,604.80 and the engineer's estimate of the total cost of the project as \$1,376,148.95. Based upon Exhibit B, the portion of engineering costs that SID 291 is 100% responsible is 6.56%. Lamp Rynearson and Associates (LRA) will invoice County for 100% of engineering fees as specified in the agreement for engineering services between County and LRA. County will invoice SID 291 for 6.56% of the total engineering costs at the completion of the project.

4. Except as amended herein, the Interlocal Agreement shall otherwise remain unmodified and in full force and effect.

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.

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. 291

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 \$124,600.00.

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.

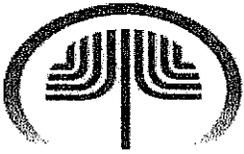
The Board of Trustees shall assess to the extent of special benefits, the cost of such improvements upon properties specially benefitted thereby. All special assessments which may be levied upon the properties specially benefitted by such improvements shall, when collected, be set aside and constitute a sinking fund 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. 291

OF SARPY COUNTY, NEBRASKA
By: Loren Johnson, Chairman
Paula Johnson, Clerk

1990670; 11/16, 11/23



**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

October 27, 2016

Invoice No: 0109067.90 - 0000062

Brian Doyle
S.I.D. No. 291 of Sarpy County, NE
Fullenkamp, Doyle & Jobeun
11440 West Center Road, Suite C
Omaha, NE 68144

Project 0109067.90 WHITETAIL CREEK - S.I.D. 291 G.F.
Professional Services through October 15, 2016

Task	386	EROSION CONTROL MAINTENANCE	
Total Labor Billed			459.90
Total Reimbursable Expenses			12.40
		Total this Task	\$472.30

Task	387	PAVING MAINTENANCE	
Total Labor Billed			74.50
		Total this Task	\$74.50

Task	392	UTILITY LOCATES	
Total Labor Billed			625.10
Total Reimbursable Expenses			47.74
		Total this Task	\$672.84

Task	393	SIGN MAINTENANCE	
Total Labor Billed			268.20
Total Reimbursable Expenses			13.02
		Total this Task	\$281.22

Total this Invoice \$1,500.86

Outstanding Invoices

Number	Date	Balance
0000060	9/8/2016	1,851.22
0000061	10/7/2016	1,783.18
Total		3,634.40

Terms: Due Upon Receipt

Chastain-Otis

10822 Old Mill Road, Suite 2
Omaha, NE 68154
Phone: 402-397-2500 Fax: 402-397-2467

INVOICE NO. 27393		Page 1
ACCOUNT NO:	CSR	DATE
SID29-1	SC	11/22/2016
PRODUCER		
David R. Chastain, CLU,CPCU		

SID #291

Fullenkamp, Doyle & Jobeun
11440 W Center Road
Omaha, NE 68114

itm #	Due Date	Trn	Type	Policy #	Description	Amount
563205	11/22/16	REW	BOND	131945	Rewrite of clerk application	\$70.00
563206	11/22/16	REW	BOND	131946	Rewrite of chairman bond	\$50.00
Invoice Balance:						\$120.00



LAMP RYNEARSON

14710 West Dodge Road, Suite 100
Omaha, Nebraska 68154
[P] 402.496.2498
[F] 402.496.2730
www.LRA-inc.com

November 23, 2016

Chairman and Board of Trustees
Sanitary and Improvement District No. 291
of Sarpy County, Nebraska
c/o Mr. John Fullenkamp, Attorney
Fullenkamp, Doyle & Jobeun
11440 West Center Road
Omaha, NE 68144

REFERENCE: S.I.D. No. 291 (Whitetail Creek)
Paving Maintenance
LRA Job No. 0109067.90-387

Dear Members of the Board:

Enclosed are the following invoices from Todco Barricade Company for striping services within the above-referenced District:

<u>Invoice No.</u>	<u>Invoice Date</u>	<u>Amount</u>
124304	08/31/2016	\$1,262.00
124636	09/30/2016	\$1,382.00
	Total	\$2,644.00

Payment directly to Todco Barricade Company in the amount of \$2,644.00 is recommended.

Sincerely,

LAMP RYNEARSON

David T. McIvor, P.E.
Senior Construction Engineer

Enclosure

c w/enc: Loren Johnson
c: Todco Barricade Company

mm\L:\Engineering\0109067.90\ADMIN\Paving\Maint2016\INV Todco 161123.docx

LAMP RYNEARSON COMPANIES



LAMP RYNEARSON



LAMP RYNEARSON



TODCO BARRICADE COMPANY
4660 "G" STREET
OMAHA NE 68117
PH (402) 733-3150

I N V O I C E

REC'D SEP 22 2016

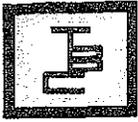
CUST : SID #291, WHITETAIL CREEK
LAMP, RYNEARSON & ASSOC.
14710 W DODGE RD, STE #10
OMAHA, NE 68154-2029

JOB : WHITETAIL CREEK PAINTING
ATTN: DAVE MCIVOR

CUST NO.	CUST P.O.	INV NO.	INV DATE
844-5854	8/31/16	124304	08/31/2016

DATE	DESCRIPTION	AMOUNT
08/31/2016	PAINT STRIPING PER ATTACHED	1196.21

RENTAL	OTHER	STATE TAX	CITY TAX	TOTAL DUE
0.00	1196.21	65.79	0.00	1262.00



RENTAL
24 HOUR SERVICE
CONTRACTOR SUPPLIES

August 15, 2016

To: Lamp Rynearson
Attn: Dave McIvor

Re: SID 291 - Whitetail Creek

Lump sum paint striping - \$1,262.00

Includes: 1073 lf of 5" yellow
267 lf of 5" white
64 lf of 12" white
4 Bump symbols
4 Left turn arrows
2 "Only" symbols

TODCO BARRICADE COMPANY
4660 "G" STREET
OMAHA NE 68117
PH (402) 733-3150

I N V O I C E

REC'D OCT 13 2016

CUST : SID #291, WHITETAIL CREEK
LAMP, RYNEARSON & ASSOC.
14710 W DODGE RD, STE #10
OMAHA, NE 68154-2029

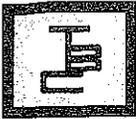
JOB : 192ND & GILES

ATTN: DAVE MCIVOR

CUST NO.	CUST P.O.	INV NO.	INV DATE
844-5977	9/30/16	124636	09/30/2016

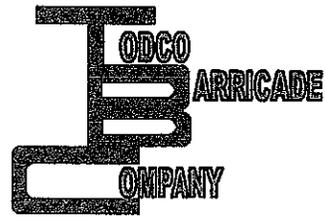
DATE	DESCRIPTION	AMOUNT
09/30/2016	CROSSWALK STRIPING PER ATTACHED	1309.95

RENTAL	OTHER	STATE TAX	CITY TAX	TOTAL DUE
0.00	1309.95	72.05	0.00	1382.00



I N V O I C E

#124636



RENTAL
24 HOUR SERVICE
CONTRACTOR SUPPLIES

September 22, 2016

To: Lamp Rynearson
Attn: Dave McIvor

Re: 192nd and Giles Crosswalk Striping

Lump sum paint price - **\$1,382.00**

Includes: 86 lf of 4" line

25 crosswalk panels -- 8' x 2'



LAMP RYNEARSON

14710 West Dodge Road, Suite 100
Omaha, Nebraska 68154
[P] 402.496.2498
[F] 402.496.2730
www.LRA-inc.com

November 23, 2016

Chairman and Board of Trustees
Sanitary and Improvement District No. 291
of Sarpy County, Nebraska
c/o Mr. John Fullenkamp, Attorney
Fullenkamp, Doyle & Jobeun
11440 West Center Road
Omaha, NE 68144

REFERENCE: S.I.D. No. 291 (Whitetail Creek)
Green Area Maintenance
LRA Job No. 0109067.90-396

Dear Members of the Board:

Enclosed are the following invoices from Centennial Enterprises Inc., for mowing, trimming and trash cleanup within the referenced District:

<u>Invoice No.</u>	<u>Invoice Date</u>	<u>Amount</u>
53313	08/08/2016	\$1,675.00
53383	09/01/2016	\$1,450.00
53435	10/14/2016	\$1,675.00
53486	11/16/2016	<u>\$1,800.00</u>
	Total	\$6,600.00

Payment directly to Centennial Enterprises Inc. in the amount of \$6,600.00 is recommended.

Sincerely,

LAMP RYNEARSON

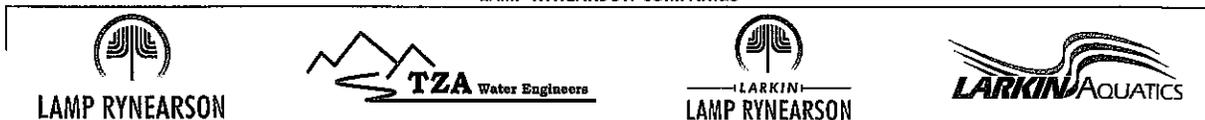

David T. McIvor, P.E.
Senior Construction Engineer

Enclosure

c w/enc: Loren Johnson
c: Centennial Enterprises Inc.

mm\Engineering\0109067.90\ADMIN\GreenAreaMaint2016\INV Centennial 161123.docx

LAMP RYNEARSON COMPANIES



Centennial Enterprises Inc.
22879 Centennial Rd.
Gretna, NE 68028

Invoice

Date Invoice #
8/8/2016 53313

Bill To

Whitetail Creek SID #291
Lamp, Rynearson & Associates
14710 West Dodge Road
Suite 100
Omaha, NE 68154-2027

Terms Due Date
Net 60 10/7/2016

Quantity	Description	Rate	Amount
5	Perform mowing of parks & ROW's on 7/1/16, 7/8/16, 7/15/16, 7/22/16 & 7/28/16	175.00	875.00
5	Trimming on 7/1/16, 7/8/16, 7/15/16, 7/22/16 & 7/28/16	50.00	250.00
2	Tractor mow outlot on 7/8/16 & 7/27/16	175.00	350.00
2	Trimming on 7/8/16 & 7/28/16	75.00	150.00
1	Trash pick-up	50.00	50.00

THANK YOU FOR YOUR BUSINESS!

Total \$1,675.00

Centennial Enterprises Inc.
22879 Centennial Rd.
Gretna, NE 68028

Invoice

Date Invoice #
9/1/2016 53383

Bill To

Whitetail Creek SID #291
Lamp, Rynearson & Associates
14710 West Dodge Road
Suite 100
Omaha, NE 68154-2027

Terms Due Date
Net 60 10/31/2016

Quantity	Description	Rate	Amount
4	Perform mowing of parks & ROW's on 8/5/16, 8/11/16, 8/18/16 & 8/25/16	175.00	700.00
4	Trimming on 8/5/16, 8/11/16, 8/18/16 & 8/25/16	50.00	200.00
2	Tractor mow outlot on 8/18/16 & 8/25/16	175.00	350.00
2	Trimming on 8/18/16	75.00	150.00
1	Trash pick-up	50.00	50.00

THANK YOU FOR YOUR BUSINESS!

Total \$1,450.00

Centennial Enterprises Inc.
22879 Centennial Rd.
Gretna, NE 68028

Invoice

Date Invoice #
10/14/2016 53435

Bill To

Whitetail Creek SID #291
Lamp, Rynearson & Associates
14710 West Dodge Road
Suite 100
Omaha, NE 68154-2027

Terms Due Date
Net 60 12/13/2016

Quantity	Description	Rate	Amount
5	Perform mowing of parks & ROW's on 9/1/16, 9/8/16, 9/16/16, 9/22/16 & 9/29/16	175.00	875.00
5	Trimming on 9/1/16, 9/8/16, 9/16/16, 9/22/16 & 9/29/16	50.00	250.00
2	Tractor mow outlot on 9/8/16 & 9/21/16	175.00	350.00
2	Trimming of outlot on 9/8/16 & 9/21/16	75.00	150.00
1	Trash pick-up	50.00	50.00

THANK YOU FOR YOUR BUSINESS!

Total \$1,675.00

Centennial Enterprises Inc.
22879 Centennial Rd.
Gretna, NE 68028

Invoice

Date Invoice #
11/16/2016 53486

Bill To

Whitetail Creek SID #291
Lamp, Rynearson & Associates
14710 West Dodge Road
Suite 100
Omaha, NE 68154-2027

Terms Due Date
Net 60 1/15/2017

Quantity	Description	Rate	Amount
4	Perform mowing of parks & ROW's on 10/6/14, 10/14/16, 10/19/16 & 10/27/16	175.00	700.00
4	Trimming on 10/6/14, 10/14/16, 10/19/16 & 10/27/16	50.00	200.00
2	Tractor mow outlot on 10/6/14 & 10/19/16	175.00	350.00
2	Trimming of outlot on 10/6/14 & 10/19/16	75.00	150.00
1	Blanket broadleaf weed spray application on 10/29/16	350.00	350.00
1	Trash pick-up	50.00	50.00

THANK YOU FOR YOUR BUSINESS!

Total \$1,800.00

Debbie Leach

From: Jeff Patora <jpatora@kuehlcapital.com>
Sent: Monday, November 14, 2016 1:43 PM
To: Debbie Leach
Subject: SID 291 Fees

Categories: Red Category

Please issue First National fees for placing CF warrants 1575/1576 and GF 1573/1574. Thanks.

Jeff Patora
Kuehl Capital Corporation
14747 California St.; Suite 1
Omaha, NE 68154
Ph: 402-391-7977



LAMP RYNEARSON

14710 West Dodge Road, Suite 100
Omaha, Nebraska 68154
[P] 402.496.2498
[F] 402.496.2730
www.LRA-inc.com

November 9, 2016

Chairman and Board of Trustees
Sanitary and Improvement District No. 291,
Sarpy County, Nebraska
c/o Mr. John Fullenkamp, Attorney
Fullenkamp Doyle & Jobeun
11440 West Center Road, Suite C
Omaha, NE 68144
Brian@fdjlaw.com

REFERENCE: S.I.D. No. 291 (Whitetail Creek)
Post-Construction Stormwater Management – Land Cost Reimbursement
LRA Job No. 0109067.33-340

Dear Members of the Board:

This is to advise you that we have reviewed the subdivision agreement regarding land cost reimbursement for post-construction stormwater management features. Section IV Paragraph L states:

Land acquisition costs for land on which the water quality basins are constructed may be a general obligation of the district.

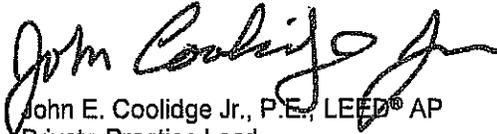
We find this cost to be a reasonable and necessary expense of the district. We recommend payment of this cost. The costs are for the acquisition of the property, legally described as: Outlots D, E, F and H, Whitetail Creek, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska. The cost of the land was determined as follows: 2.975 acres x \$25,400 per acre = \$75,556. The following is our estimate of the total cost which the district might be expected to incur for this cost:

Amount to be paid to Celebrity Homes, Inc. for PCSM land cost reimbursement	\$75,556.00
Estimated Engineering, Miscellaneous, Legal, Publication, Financing and Interest Costs	\$11,444.00
TOTAL ESTIMATED PROJECT COST (PCSM land cost reimbursement)	\$87,000.00

Please forward payment directly to Celebrity Homes. Please call if you have any questions.

Sincerely,

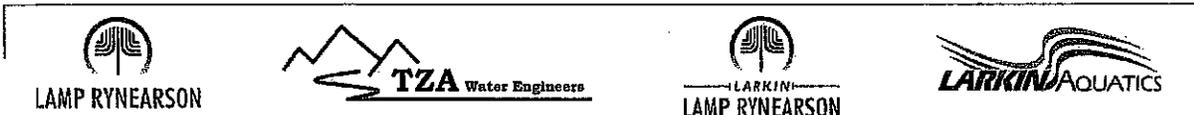
LAMP RYNEARSON


John E. Coolidge Jr., P.E., LEED® AP
Private Practice Lead

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*resent 11/10/16
pub 11/16 @ 23
app 11/20/16*

LAMP RYNEARSON COMPANIES



SALE AND PURCHASE AGREEMENT
(Outlots D-F, and H, Whitetail Creek and Outlot A, Whitetail Creek Replat 1)

THIS SALE AND PURCHASE AGREEMENT, dated as of the 19 day of October, 2016 (the "Effective Date"), by and between Celebrity Homes, Inc., a Nebraska corporation ("Seller"), and Sanitary and Improvement District 291, Sarpy County, Nebraska, a political subdivision of the State of Nebraska ("Purchaser").

RECITALS:

A. Seller desires to sell to Purchaser and Purchaser desires to purchase from Seller the following legally described real property located in Sarpy County, Nebraska, to-wit:

Outlots "D" through "F" and "H", inclusive, Whitetail Creek, a Subdivision as surveyed, platted and recorded in Sarpy County, Nebraska and Outlot A, Whitetail Creek Replat 1, a Subdivision as surveyed, platted and recorded in Sarpy County, Nebraska (collectively the "Property").

B. As consideration for the sale of the Property, Purchaser shall own and maintain the Property, and Seller shall receive warrants in the amount of the purchase price to be paid at the time the Purchaser is able to pay the purchase price as reasonably determined by Purchaser's municipal advisor in accordance with the terms and conditions of the Residential Subdivision Agreement entered into by and between the Seller, Purchaser, and Sarpy County, Nebraska, dated August 7, 2015 (the "Subdivision Agreement").

AGREEMENT:

NOW, THEREFORE, in consideration of the recitals and the mutual agreements, provisions and covenants herein contained, Seller and Purchaser hereby agree as follows:

SECTION 1. PROPERTY. Subject to the terms and conditions of this Agreement, Seller agrees to sell, convey, assign, transfer and deliver to Purchaser, and Purchaser shall buy, accept and receive from Seller on the Closing Date the Property together with all of the rights, privileges and appurtenances thereunto belonging and all of the rights of Seller in and to all improvements and fixtures thereon.

SECTION 2. CONSIDERATION PAYABLE TO SELLER BY PURCHASER FOR THE PROPERTY.

2.1 Purchase Price. Subject to the terms and conditions of this Agreement, and in reliance upon the representations and warranties of Seller herein contained, and in consideration of the sale, conveyance, assignment, transfer and delivery of the Property by Seller to Purchaser pursuant to Section 1 hereof, Purchaser agrees to purchase the Property from Seller and to own and maintain the Property and pay to Seller the product obtained by multiplying Twenty Five Thousand Four Hundred and No/100ths (\$25,400.00) Dollars by the number of acres of the Property, excluding Outlot A, Whitetail Creek Replat 1, which may be paid through the general obligation fund of the Purchaser (the "Purchase Price"). The Property that is to be paid for consists of a total of 2.975 acres (.684 acres for Outlot D, Whitetail Creek, .808 acres for Outlot E, Whitetail Creek, .521 acres for Outlot F, Whitetail Creek, and .962 acres for Outlot H, Whitetail Creek). The purchase price for the 6.952 acres for Outlot A, Whitetail Creek Replat 1 shall be \$1.00) and, as such, the Purchase Price for the Property shall be \$75,556.00.

2.2 Payment of Purchase Price. Purchaser shall pay the Purchase Price to Seller in cash within thirty (30) days after Purchaser being deemed in a satisfactory financial condition to pay Seller the Purchase Price as reasonably determined by the Purchaser's municipal advisor (the "Payment Date").

SECTION 3. CLOSING. Subject to the terms and conditions contained in this Agreement, the transfer of the Property from Seller to Purchaser, pursuant to a general warranty deed, will take place at the offices of Fullenkamp, Doyle & Jobeum, 11440 West Center Road, Omaha, Nebraska, 68144, within thirty (30) days after the Effective Date of this Agreement (the "Closing Date").

SECTION 4. DISCLAIMER OF WARRANTY. Purchaser acknowledges that the Purchaser has been afforded the opportunity to inspect the Property, and an additional opportunity for inspection under Section 7 of this Agreement, to conduct such inspections and testings as the Purchaser has deemed appropriate and to verify all information furnished by the Seller. Without reliance on any information provided by the Seller, the Purchaser has determined that the physical properties are satisfactory to Purchaser in all respects. It is understood that Seller has made no representation either express or implied as to the condition or state of repair of the Property, including, without limitation to compliance of the Property with any governmental regulations and has made no agreement to alter, repair, or improve the Property. The sole obligation of Seller will be to deliver possession of the Property to Purchaser on the Closing Date in substantially the same condition (normal wear and tear and casualty loss excepted) as existed on the date of this Agreement and the Purchaser agrees to accept possession of the Property on the Closing Date in an **AS IS condition WITH ALL FAULTS and WITHOUT EXPRESS OR IMPLIED WARRANTY.**

SECTION 5. CONDITIONS PRECEDENT TO OBLIGATIONS OF PURCHASER.

The obligations of the Purchaser to purchase and acquire the Property from Seller is subject to the satisfaction, on or before the Closing Date, or earlier date if specified, of all of the following conditions, which conditions may be waived in writing by Purchaser:

5.1 Absence of Litigation. No action, suit or proceeding before any court or governmental body or authority pertaining to the Property or the transaction contemplated by this Agreement or to its consummation shall have been instituted or threatened on or before the Closing Date.

5.2 Title Insurance. Purchaser shall have received the Title Commitment as contemplated by Section 6 and shall not have terminated this Agreement within the time period provided therein.

5.3 Inspection. Purchaser shall not have terminated this Agreement pursuant to the provisions of Section 7 within the time period provided therein.

SECTION 6. TITLE INSURANCE. Purchaser shall obtain a Commitment for Title Insurance from Nebraska Title Company within twenty (20) days of the date this Agreement is signed by Seller and returned to Purchaser showing marketable title in Seller. In the event that there is a defect in the title, Purchaser shall have the right to specify its reasonable objections within 30 days of receipt of such Commitment. In the event that Seller is unable or unwilling to correct such objections within 30 days of such notice then Purchaser may cancel or terminate this Agreement. Purchaser shall have the further option of closing the Agreement despite the existence of defects. The cost of title insurance shall be split equally between Purchaser and Seller.

SECTION 7. INSPECTIONS. Purchaser and its representatives, at their expense, within thirty (30) days from the execution of this Agreement ("Inspection Period"), shall have the right to enter upon the Property to make borings, studies and other tests, including engineering studies, environmental studies, and soil analysis, or for any other purpose which may assist Purchaser to determine the suitability of the Property for Purchaser's desired purposes. If, within the Inspection Period, any such borings, studies, or other tests disclose that, in Purchaser's reasonable business judgment, the Property is not suitable for Purchaser's desired purposes, then, Purchaser either may: (i) complete the purchase of the Property in the existing condition; or (ii) declare this Agreement null and void at any time prior to the expiration of the Inspection Period. If Purchaser shall notify Seller in writing within the Inspection Period of its election to terminate this Agreement, then this Agreement shall be null and void and the Earnest Money and all accrued interest thereon shall be immediately returned to Purchaser. If Purchaser shall fail to notify Seller of its election to terminate this Agreement within the Inspection Period, Purchaser shall be deemed to have waived the right to terminate this Agreement for the reasons specified in Section 7 hereof.

SECTION 8. EXPENSES. Seller shall pay all costs associated with the transfer of the Property. Purchaser shall be all expenses associated with the inspection of the Property. Each party shall pay their own attorney's fees.

SECTION 9. POSSESSION. Possession of the Property shall be delivered to Purchaser at Closing.

SECTION 10. DEFAULT.

10.1 Default by Seller. In the event of Seller's failure to complete the transaction contemplated by this Agreement, Purchaser, at its option, may (i) terminate this Agreement by written notice to Seller and both parties shall be discharged from all duties of performance hereunder; and the Earnest Money and accrued interest thereon shall be returned to Purchaser, or (ii) enforce this Agreement by action for specific performance of this Agreement or by an action for damages.

10.2 Default by Purchaser. In the event of Purchaser's failure to complete the transaction contemplated by this Agreement, Seller, at its option, may (i) terminate this Agreement by written notice to Purchaser and both parties shall be discharged from all duties of performance hereunder; and the Earnest Money and accrued interest thereon shall be delivered to Seller, or (ii) enforce this Agreement by an action for specific performance of this Agreement or by an action for damages.

10.3 Remedies Exclusive. The remedies provided in this Section 10 are exclusive and noncumulative, and Seller and Purchaser each hereby waives the right to pursue any and all other remedies for default not expressly provided for in this Agreement, and Purchaser and Seller each acknowledge that the provision of this Section 10 is a material inducement to each of them to enter the transaction contemplated hereby.

SECTION 11. MISCELLANEOUS.

The following miscellaneous provisions shall apply to this Agreement:

11.1 Agent's Commission. The parties hereto acknowledge that no agents or brokers have been retained to represent either party in this transaction, and each party hereto agrees to indemnify and hold harmless the other party from any claims asserted by any other agent or broker or other person arising out of any act by such party as a result of the consummation of this transaction.

11.2 Waivers. Seller and Purchaser may, by written notice to the other, (a) extend the time for performance of any of the obligations or other actions of the other under this Agreement; (b) waive any inaccuracies in the representations and warranties of the other contained in this Agreement or in any documents delivered pursuant to this Agreement; (c) waive compliance with any of the conditions or covenants of the other contained in this Agreement; or (d) waive or modify

performance of any of the obligations of the other under this Agreement. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representations, warranties, covenants or agreements contained in this Agreement. Any waiver by Seller or Purchaser of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

11.3 Notices. All notices which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respect if given in writing, and if delivered in person, effective the date of delivery, or if mailed by registered, certified or express mail, postage prepaid, effective the day after depositing the notice in the U.S. Mail service or an overnight express mail carrier, as follows:

If to Seller: Celebrity Homes, Inc.
 Attn: Loren Johnson
 14002 L St.
 Omaha, Nebraska 68137

If to Purchaser: SID 291, Sarpy County
 Attn: Brian Doyle, Attorney for SID 291
 11440 West Center Road, Ste. C
 Omaha, Nebraska 68144

or at such other address as any party hereto shall have designated by notice in writing to the other parties hereto.

11.4 Amendments and Supplements; Survival. At any time before the Closing Date, this Agreement, or any other agreement relating to this Agreement, may be amended or supplemented by additional agreements, articles or certificates as may be determined by Seller and Purchaser to be necessary, desirable or expedient to further the purposes of this Agreement or to clarify the intention of the parties hereto, or to add to or modify the covenants, terms or conditions hereof or to effect or facilitate any approval or acceptance of the transactions contemplated by this Agreement or the consummation of the transaction contemplated hereby. All representations, warranties and covenants made in or pursuant to this Agreement shall survive the Closing hereunder.

11.5 Entire Agreement; Time of Essence. 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. Time is of the essence of this Agreement.

11.6 Applicable Law; Binding Effect. This Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of

Nebraska applicable to contracts made and performed in Nebraska. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

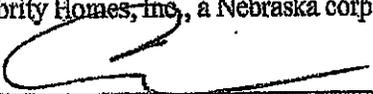
11.7 Purchaser's Representations. Purchaser hereby represents that it shall approve the issuance of the warrants and cause such warrants to be registered as negotiable instruments to potentially be resold by Seller to a third party purchaser for the purposes of paying Seller the Purchase Price on the Payment Date. **THIS OFFER IS BASED UPON PURCHASER'S PERSONAL INSPECTION OR INVESTIGATION OF THE PROPERTY AND NOT UPON ANY REPRESENTATION OR WARRANTIES OF CONDITION BY THE SELLER OR SELLER'S AGENT.**

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto, at the place and date specified immediately adjacent to their respective names.

SELLER:

Celebrity Homes, Inc, a Nebraska corporation

Date: 10-14-16

By: 
Its: VICKY PROSSER

PURCHASER:

Sanitary and Improvement District No. 291, Sarpy County, Nebraska, a political subdivision of the State of Nebraska

Date: 10/14/16

By: 
LOREN JOHNSON, Chairman

Attest:


JIM EMMONS, Clerk

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

SANITARY AND IMPROVEMENT DISTRICT NO. 291
OF SARPY COUNTY, NEBRASKA

NOTICE

NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska will be held at **8:30 A.M. on November 30, 2016 at 7817 So. 191st 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. 291 of Sarpy County, Nebraska find and determine that it is advisable and necessary for the District to enter into a Sale and Purchase Agreement (Outlots D-F and H, Whitetail Creek and Outlot A, Whitetail Creek Replat I, with Celebrity Homes, Inc. whereby the District is purchasing said outlots from Celebrity Homes, Inc. to own and maintain.

BE IT FURTHER RESOLVED that the principal terms of said Agreement are as follows:

**SALE AND PURCHASE AGREEMENT
(Outlots D-F, and H, Whitetail Creek and Outlot A, Whitetail Creek Replat 1)**

THIS SALE AND PURCHASE AGREEMENT, dated as of the ___ day of _____, 2016 (the "Effective Date"), by and between Celebrity Homes, Inc., a Nebraska corporation ("Seller"), and Sanitary and Improvement District 291, Sarpy County, Nebraska, a political subdivision of the State of Nebraska ("Purchaser").

RECITALS:

A. Seller desires to sell to Purchaser and Purchaser desires to purchase from Seller the following legally described real property located in Sarpy County, Nebraska, to-wit:

Outlots "D" through "F" and "H", inclusive, Whitetail Creek, a Subdivision as surveyed, platted and recorded in Sarpy County, Nebraska and Outlot A, Whitetail

Exhibit "A"

Creek Replat 1, a Subdivision as surveyed, platted and recorded in Sarpy County, Nebraska (collectively the "Property").

B. As consideration for the sale of the Property, Purchaser shall own and maintain the Property, and Seller shall receive warrants in the amount of the purchase price to be paid at the time the Purchaser is able to pay the purchase price as reasonably determined by Purchaser's municipal advisor in accordance with the terms and conditions of the Residential Subdivision Agreement entered into by and between the Seller, Purchaser, and Sarpy County, Nebraska, dated August 7, 2015 (the "Subdivision Agreement").

AGREEMENT:

NOW, THEREFORE, in consideration of the recitals and the mutual agreements, provisions and covenants herein contained, Seller and Purchaser hereby agree as follows:

SECTION 1. PROPERTY. Subject to the terms and conditions of this Agreement, Seller agrees to sell, convey, assign, transfer and deliver to Purchaser, and Purchaser shall buy, accept and receive from Seller on the Closing Date the Property together with all of the rights, privileges and appurtenances thereunto belonging and all of the rights of Seller in and to all improvements and fixtures thereon.

SECTION 2. CONSIDERATION PAYABLE TO SELLER BY PURCHASER FOR THE PROPERTY.

2.1 Purchase Price. Subject to the terms and conditions of this Agreement, and in reliance upon the representations and warranties of Seller herein contained, and in consideration of the sale, conveyance, assignment, transfer and delivery of the Property by Seller to Purchaser pursuant to Section 1 hereof, Purchaser agrees to purchase the Property from Seller and to own and maintain the Property and pay to Seller the product obtained by multiplying Twenty Five Thousand Four Hundred and No/100ths (\$25,400.00) Dollars by the number of acres of the Property, excluding Outlot A, Whitetail Creek Replat 1, which may be paid through the general obligation fund of the Purchaser (the "Purchase Price"). The Property that is to be paid for consists of a total of 2.975 acres (.684 acres for Outlot D, Whitetail Creek, .808 acres for Outlot E, Whitetail Creek, .521 acres for Outlot F, Whitetail Creek, and .962 acres for Outlot H, Whitetail Creek). The purchase price for the 6.952 acres for Outlot A, Whitetail Creek Replat 1 shall be \$1.00) and, as such, the Purchase Price for the Property shall be \$75,556.00.

2.2 Payment of Purchase Price. Purchaser shall pay the Purchase Price to Seller in cash within thirty (30) days after Purchaser being deemed in a satisfactory financial condition to pay Seller the Purchase Price as reasonably determined by the Purchaser's municipal advisor (the "Payment Date").

SECTION 3. CLOSING. Subject to the terms and conditions contained in this Agreement, the transfer of the Property from Seller to Purchaser, pursuant to a general warranty deed, will take place at the offices of Fullenkamp, Doyle & Jobeun, 11440 West Center Road, Omaha,

Nebraska, 68144, within thirty (30) days after the Effective Date of this Agreement (the "Closing Date").

SECTION 4. DISCLAIMER OF WARRANTY. Purchaser acknowledges that the Purchaser has been afforded the opportunity to inspect the Property, and an additional opportunity for inspection under Section 7 of this Agreement, to conduct such inspections and testings as the Purchaser has deemed appropriate and to verify all information furnished by the Seller. Without reliance on any information provided by the Seller, the Purchaser has determined that the physical properties are satisfactory to Purchaser in all respects. It is understood that Seller has made no representation either express or implied as to the condition or state of repair of the Property, including, without limitation to compliance of the Property with any governmental regulations and has made no agreement to alter, repair, or improve the Property. The sole obligation of Seller will be to deliver possession of the Property to Purchaser on the Closing Date in substantially the same condition (normal wear and tear and casualty loss excepted) as existed on the date of this Agreement and the Purchaser agrees to accept possession of the Property on the Closing Date in an **AS IS condition WITH ALL FAULTS and WITHOUT EXPRESS OR IMPLIED WARRANTY.**

SECTION 5. CONDITIONS PRECEDENT TO OBLIGATIONS OF PURCHASER.

The obligations of the Purchaser to purchase and acquire the Property from Seller is subject to the satisfaction, on or before the Closing Date, or earlier date if specified, of all of the following conditions, which conditions may be waived in writing by Purchaser:

5.1 Absence of Litigation. No action, suit or proceeding before any court or governmental body or authority pertaining to the Property or the transaction contemplated by this Agreement or to its consummation shall have been instituted or threatened on or before the Closing Date.

5.2 Title Insurance. Purchaser shall have received the Title Commitment as contemplated by Section 6 and shall not have terminated this Agreement within the time period provided therein.

5.3 Inspection. Purchaser shall not have terminated this Agreement pursuant to the provisions of Section 7 within the time period provided therein.

SECTION 6. TITLE INSURANCE. Purchaser shall obtain a Commitment for Title Insurance from Nebraska Title Company within twenty (20) days of the date this Agreement is signed by Seller and returned to Purchaser showing marketable title in Seller. In the event that there is a defect in the title, Purchaser shall have the right to specify its reasonable objections within 30 days of receipt of such Commitment. In the event that Seller is unable or unwilling to correct such objections within 30 days of such notice then Purchaser may cancel or terminate this Agreement. Purchaser shall have the further option of closing the Agreement despite the existence of defects. The cost of title insurance shall be split equally between Purchaser and Seller.

SECTION 7. INSPECTIONS. Purchaser and its representatives, at their expense, within thirty (30) days from the execution of this Agreement ("Inspection Period"), shall have the right to enter upon the Property to make borings, studies and other tests, including engineering studies, environmental studies, and soil analysis, or for any other purpose which may assist Purchaser to determine the suitability of the Property for Purchaser's desired purposes. If, within the Inspection Period, any such borings, studies, or other tests disclose that, in Purchaser's reasonable business judgment, the Property is not suitable for Purchaser's desired purposes, then, Purchaser either may: (i) complete the purchase of the Property in the existing condition; or (ii) declare this Agreement null and void at any time prior to the expiration of the Inspection Period. If Purchaser shall notify Seller in writing within the Inspection Period of its election to terminate this Agreement, then this Agreement shall be null and void and the Earnest Money and all accrued interest thereon shall be immediately returned to Purchaser. If Purchaser shall fail to notify Seller of its election to terminate this Agreement within the Inspection Period, Purchaser shall be deemed to have waived the right to terminate this Agreement for the reasons specified in Section 7 hereof.

SECTION 8. EXPENSES. Seller shall pay all costs associated with the transfer of the Property. Purchaser shall be all expenses associated with the inspection of the Property. Each party shall pay their own attorney's fees.

SECTION 9. POSSESSION. Possession of the Property shall be delivered to Purchaser at Closing.

SECTION 10. DEFAULT.

10.1 Default by Seller. In the event of Seller's failure to complete the transaction contemplated by this Agreement, Purchaser, at its option, may (i) terminate this Agreement by written notice to Seller and both parties shall be discharged from all duties of performance hereunder; and the Earnest Money and accrued interest thereon shall be returned to Purchaser, or (ii) enforce this Agreement by action for specific performance of this Agreement or by an action for damages.

10.2 Default by Purchaser. In the event of Purchaser's failure to complete the transaction contemplated by this Agreement, Seller, at its option, may (i) terminate this Agreement by written notice to Purchaser and both parties shall be discharged from all duties of performance hereunder; and the Earnest Money and accrued interest thereon shall be delivered to Seller, or (ii) enforce this Agreement by an action for specific performance of this Agreement or by an action for damages.

10.3 Remedies Exclusive. The remedies provided in this Section 10 are exclusive and noncumulative, and Seller and Purchaser each hereby waives the right to pursue any and all other remedies for default not expressly provided for in this Agreement, and Purchaser and Seller each acknowledge that the provision of this Section 10 is a material inducement to each of them to enter the transaction contemplated hereby.

SECTION 11. MISCELLANEOUS.

The following miscellaneous provisions shall apply to this Agreement:

11.5 Entire Agreement: Time of Essence. 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. Time is of the essence of this Agreement.

11.6 Applicable Law: Binding Effect. This Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of Nebraska applicable to contracts made and performed in Nebraska. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

11.7 Purchaser's Representations. Purchaser hereby represents that it shall approve the issuance of the warrants and cause such warrants to be registered as negotiable instruments to potentially be resold by Seller to a third party purchaser for the purposes of paying Seller the Purchase Price on the Payment Date. **THIS OFFER IS BASED UPON PURCHASER'S PERSONAL INSPECTION OR INVESTIGATION OF THE PROPERTY AND NOT UPON ANY REPRESENTATION OR WARRANTIES OF CONDITION BY THE SELLER OR SELLER'S AGENT.**

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto, at the place and date specified immediately adjacent to their respective names.

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. 291 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 \$87,000.00.

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 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. 291 OF SARPY COUNTY, NEBRASKA

By: Loren Johnson, Chairman
Paula Johnson, Clerk

Publication Dates: November 16 and November 23, 2016



LAMP RYNEARSON

November 10, 2016

Chairman and Board of Trustees
Sanitary and Improvement District No. 291,
Sarpy County, Nebraska
c/o Mr. John Fullenkamp, Attorney
Fullenkamp Doyle & Jobeun
11440 West Center Road, Suite C
Omaha, NE 68144

14710 West Dodge Road, Suite 100
Omaha, Nebraska 68154
[P] 402.496.2498
[F] 402.496.2730
www.LRA-inc.com

REFERENCE: S.I.D. No. 291 (Whitetail Creek)
Giles Road Arterial Improvements – Interlocal Agreement
LRA Job No. 0109067.33-340

Dear Members of the Board:

This is to advise you that we have reviewed the attached Amendment to the Interlocal Agreement for Improvements to Giles Road between Sarpy County and SID 291. This Amendment is for the work that is within the limits of SID 291 and that SID 291 is 100% responsible for the associated costs. Item 3 of the amendment states:

SID 291 and County agree that the SID 291 will be 100% responsible for the engineering cost for SID 291 (Whitetail Creek) Interior Paving. Exhibit B shows the engineer's estimate for construction costs for SID 291 (Whitetail Creek) Interior Paving as \$90,604.80 and the engineer's estimate of the total cost of the project as \$1,376,148.95. Based upon Exhibit B, the portion of engineering costs that SID 291 is 100% responsible is 6.58%. Lamp Rynearson and Associates (LRA) will invoice County for 100% of engineering fees as specified in the agreement for engineering services between County and LRA. County will invoice SID 291 for 6.58% of the total engineering costs at the completion of the project.

We find this cost to be a reasonable and necessary expense of the district. We recommend payment of this cost when appropriate. The following is our estimate of the total cost which the district might be expected to incur for this cost:

Estimated amount to be paid to Sarpy County for Interior Paving - Construction	\$90,604.80
Estimated amount to be paid to Sarpy County for Interior Paving - Design	\$18,000.00
Estimated Legal, Publication, Financing and Interest Costs	\$16,000.00
TOTAL ESTIMATED COST	\$124,600.00

Please forward payment directly to Sarpy County when invoiced for this work. Please call if you have any questions.

Sincerely,

LAMP RYNEARSON

John E. Coolidge Jr., P.E., LEED® AP
Private Practice Lead

*DDENT 11/10/16
pub 11/10/16
app 11/20/16*

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LAMP RYNEARSON COMPANIES



BOARD OF COUNTY COMMISSIONERS SARPY COUNTY, NEBRASKA

RESOLUTION AUTHORIZING CHAIRMAN TO SIGN INTERLOCAL COOPERATION ACT AGREEMENT WITH SANITARY AND IMPROVEMENT DISTRICT 291

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104 (Reissue 2012), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103 (Reissue 2012), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, pursuant to Neb. Rev. Stat. §13-801 *et seq.* (Reissue 2012), an Interlocal Cooperation Act Agreement has been proposed with Sanitary and Improvement District 291 and Sarpy County for the allocation of the cost of certain road improvements to Giles Road (approximately 186th Street to 192nd Street) in conjunction with the Whitetail Creek residential development; and,

WHEREAS, it is in the best interests of the residents of Sarpy County to participate in said Interlocal Cooperation Agreement, a copy of which is attached hereto and incorporated by reference.

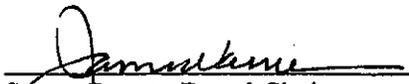
NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts the attached Interlocal Cooperation Agreement which commences upon the occurrence of the signatures of all parties to the Agreement.

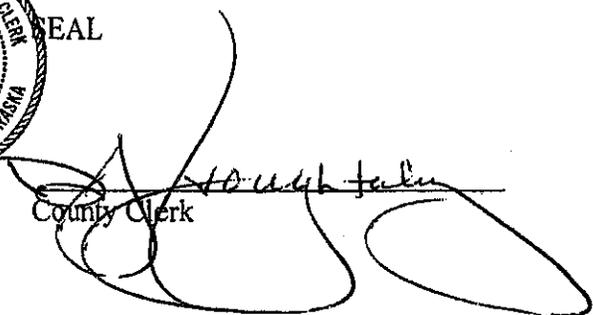
BE IT FURTHER RESOLVED that the Chair of this Board, together with the County Clerk, is hereby authorized to sign on behalf of this Board the Interlocal Cooperation Agreement.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 20th day of August 2013.

Attest




Sarpy County Board Chairman


County Clerk

INTERLOCAL COOPERATION AGREEMENT
(Giles Street Improvements – 186th Street to 192nd Street)

This Agreement made as of the dates indicated at the signatures below by and between Sanitary and Improvement District Number 291 of Sarpy County, Nebraska (hereinafter “SID 291”), and the County of Sarpy, State of Nebraska (hereinafter “County”). Collectively, District, and County are hereinafter sometimes referred to as the “Parties.”

PRELIMINARY STATEMENT

The County of Sarpy is a duly existing body, corporate and politic in accordance with and by virtue of the laws of the State of Nebraska.

SID 291 is a duly existing body corporate and politic in accordance with and under the laws of the State of Nebraska as more particularly set forth in Article 7 of Chapter 31 of the Revised Statutes of Nebraska, 1943, and any applicable amendments thereto, and the Decree of the District Court of Sarpy County, Nebraska.

SID 291 is presently undertaking the development of the real property legally described as Whitetail Creek which abuts the north side of Giles Road and the east side of 192nd Street in Sarpy County, Nebraska.

In order to promote the health, safety and welfare of the residents of all of the Parties to this Agreement and pursuant to the authority granted to the Parties per the Interlocal Cooperation Act, Section 13-801, et seq., the County and SID 291 are authorized to enter into this Agreement with each other so as to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of such political subdivisions.

It is in the best interests and would be mutually advantageous to the County and SID 291 to improve at this time, pursuant to this Agreement a portion of Giles Road from 186th Street to 192nd Street as shown on the site plan (the "Site Plan") attached hereto as Exhibit "A" and incorporated herein by this reference. Such improvements shall include, without limitation, relocation of utilities, storm sewers and other drainage facilities, paving and related improvements, hereinafter referred to as the "Improvements". Said Improvements are generally described within the Preliminary Opinion of Engineer's Probable costs from The Sarpy County Engineer, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, hereinafter referred to as the "Estimated Costs." Said attachments are intended to show only a basic description of the work and the costs presently estimated and may be revised from time to time.

NOW, THEREFORE, in consideration of the covenants herein set forth, the County and SID 291 do hereby agree and contract with each other as follows:

1. No Administrative Entity. There shall be no separate legal or administrative entity created to administer this Agreement and, therefore, no separate budget established for such an entity.

2. Plans and Design. The County will contract with Lamp Ryneerson and Associates, Inc. for the preparation of plans and specifications for the construction of the Improvements within this Interlocal Agreement with the County being the lead agency. As the Lead Agency, the County shall have control and responsibility for the construction of the Improvements. Lamp Ryneerson and Associates, Inc. employs registered professional engineers and shall hereinafter be referred to as "Engineers" in this Agreement. The final plans and specifications shall be reviewed and approved by each of the Parties hereto, which approval shall not be unreasonably withheld.

3. Construction. Subject to the conditions and provisions hereinafter specified, The County agrees to cause the Improvements to be constructed in accordance with the plans and specifications approved by the Parties hereto in accordance with Paragraph 2. During the course of the construction of the Improvements, the County and SID 291 may at any time cause inspection of the work to insure compliance with the final plans and specifications. The Parties hereto agree that the County will own, operate and, at its cost, maintain the Improvements within the right-of-way, upon completion of the project.

All construction work occasioned by this Agreement shall be performed by the contractors furnishing the lowest and best bid as determined pursuant to formal bidding requirements as provided by law and as thereafter approved by the Parties.

All contractors performing work on the Improvements pursuant to this Agreement shall furnish a performance bond to the Lead Agency, which shall remain in full force and effect and until acceptance of the construction and which, in part, shall provide for the good and faithful performance of the construction contract, plans and specifications by contractor, for compliance by contractor with all applicable laws, for payment of material, labor and rentals, and for the payment of the unemployment payment to the Department of Labor of the State of Nebraska as provided by law.

All contracts with third parties pertaining to the construction of Improvements shall, in part, provide full and faithful adherence to the plans and specifications for the work, partial payments during construction based upon work completed and certified by the Lead Agency's engineers for final payment upon completion and certification by the Parties.

4. Payment of Costs of Improvements. The estimated costs for the Improvements are as shown on the attached Exhibit "B". Payment for the actual costs of the Improvements shall be made by each of the Parties hereto in accordance with the terms of this Agreement. SID 291 shall pay the County one third (33.33%) of the total cost of the project as their prorata share of the Improvements (SID 291 Contribution). These payments shall be made as per the schedule detailed in paragraph 5 below. If the Schedule of Payment requires SID 291 to pay the County prior to the determination of actual costs, then the amount of the current required payment shall be based upon the attached estimated costs (Exhibit "B"). After determination of the actual total

costs certified by Lamp Rynearson and Associates, SID 291 and the County will reconcile the amount paid by SID 291 so that the total amount paid by SID 291 is one third (33.33%) of the actual total costs of the Improvements. The actual total costs of the Improvements shall include engineering, attorneys' fees, publication costs, testing expenses, accounting, property acquisition, construction and related fees and expenses. The actual total costs of the Improvements shall not include any costs of financing or acquiring financing incurred by any Party.

5. Schedule of Payment. SID 291 shall make payment for its prorata share of the cost of the Improvements on a regular basis to the County within ninety (90) days of being invoiced. The County shall will not cause the improvements to be installed any earlier than January 1, 2018 and no payment shall be due from SID 291 prior to January 1, 2018. If County installs the road Improvements prior to January 1, 2018, payment from SID 291 shall be due no earlier than January 1, 2018.

6. Purpose of Agreement: Timing of Work. It is the mutual desire and intention of the Parties that the Improvements shall be completed as expeditiously as possible. Accordingly, the Parties hereby agree to cooperate with each other and make reasonable, good faith efforts to perform their obligations hereunder in a timely manner so as to achieve completion of all of the Improvements contemplated by this Agreement. No separate legal or administrative entity will be created hereunder. Existing Agents of the respective Parties will complete the terms of this contract.

7. Records. The County shall maintain records of all construction costs incurred in connection with the Improvements and SID 291 shall have the right to audit and review such records at any time to assure that such records are accurate.

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

9. Appointment of Administrators. The Sarpy County Public Works Department shall administer this contract on behalf of the County. Lamp, Rynearson & Associates, Inc., shall administer this contract on behalf of SID 291. The Parties hereto agree that the County shall serve as the lead agency for the said Improvements.

10. Maintenance. The maintenance and preservation of all Improvements in the right-of-way shall be that of the County upon completion of the Improvements.

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

12. Future Reimbursement. Upon development of the land south of Giles Road and adjacent to these Improvements, the County, to the best of County's ability, shall cause the developer of such property to enter into a modified agreement with the County to provide for the reimbursement by such developer or its assigns of: a) any right-of-way or easement acquisition costs to any of the Parties herein required to complete the Improvements; and, b) thirty-three percent (33%) of the actual total costs certified by Lamp Rynearson and Associates to pay for their prorata share of the Improvements. This cost would be reimbursed to the County, who will bear this cost until this land is developed.

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

14. This Agreement shall not release the Parties to this Agreement from their responsibilities established by the Statutes of the State of Nebraska.

15. The Parties agree to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Parties are required and hereby agree to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

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

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

Executed by Sarpy County this 20th date of August, 2013.

SARPY COUNTY, NEBRASKA,
A Political Subdivision

James Wane 8-20-13
Chairperson, Board of Commissioners



Attest:

Debra J. Houghtaling
Sarpy County Clerk

Approved as to form:

Bill Moore
Sarpy County Attorney

Executed by SID 291 this 5th date of August, 2013.

SANITARY & IMPROVEMENT DISTRICT
No. 291 of Sarpy County, Nebraska

Bob Miller
Chairperson, Board of Trustees

Attest:

John E. ...
Clerk, Board of Trustees

2.0 - Sarpy Internet Map Service

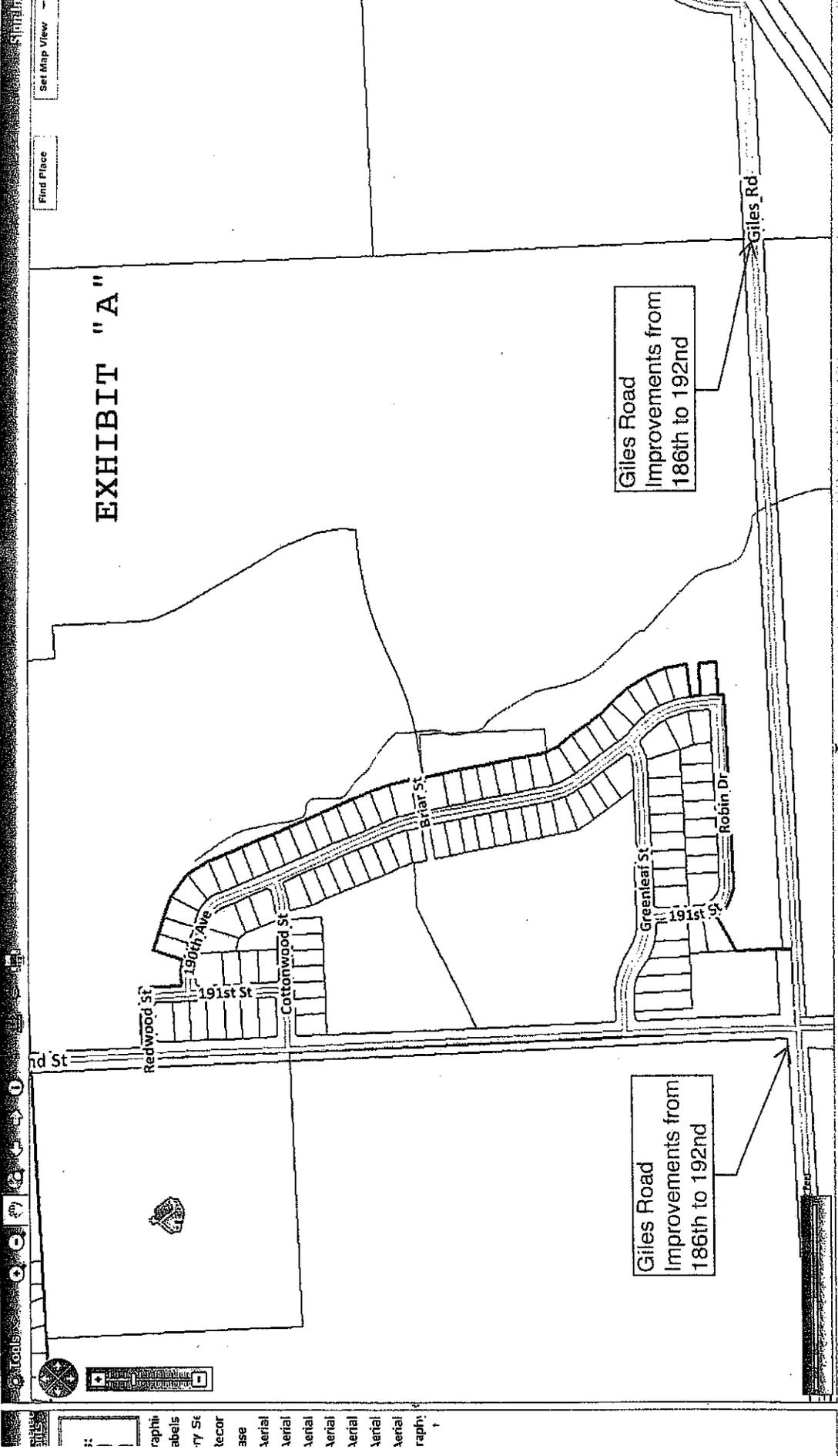


EXHIBIT "B"

Giles Road
192nd Street to 186th Street
Preliminary Opinion of Engineer's Probable Costs

3 - 12 Foot Lanes

Description	Quantity	Unit	Unit Price	Total
Construct 9" Concrete Pavement, Class 47B-3500	2,740	LF	\$375.00	\$1,027,500.00
Remove and Replace Existing Structure (CONSPAN)	1	EA	\$400,000.00	\$400,000.00
			Subtotal	\$1,427,500.00
			Contingencies and Soft Costs (20%)	\$285,500.00
			Grand Total	\$1,713,000.00

AMENDMENT NO. 2 TO INTERLOCAL COOPERATION AGREEMENT
(Giles Road Improvements – 186th Street to 192nd Street)

This Amendment No. 2 to Interlocal Cooperation Agreement (herein "Second Amendment") is made and entered into by and between and between Sanitary and Improvement District Number 291 of Sarpy County, Nebraska (hereinafter "SID 291"), and the County of Sarpy, State of Nebraska (hereinafter "County"). Collectively, SID 291, and County are hereinafter sometimes referred to as the "Parties."

WITNESSETH:

WHEREAS, SID 291 and County previously entered into an Interlocal Cooperation Agreement (herein "Interlocal Agreement") for the installation and construction of improvements for a portion of Giles Road extending from 186th Street to 192nd Street executed August 20, 2013.

WHEREAS, SID 291 and County previously entered into a First Amendment to Interlocal Cooperation Agreement (herein "First Amendment") for the installation and construction of improvements for a portion of Giles Road extending from 186th Street to 192nd Street executed June 2, 2015.

WHEREAS, SID 291 and County have agreed upon a plan for the installation and construction of additional improvements adjacent to the Giles Road, which shall generally consist of installing the paving described as follows (herein "SID 291 (Whitetail Creek) Interior Paving"):
S. 190th Avenue from Giles Road to Robin Drive (Approximately 180 linear feet)
S. 188th Street from Giles Road to Robin Drive (Approximately 180 linear feet)

WHEREAS, SID 291 (Whitetail Creek) Interior Paving will be located within SID 291 and will serve SID 291 and that the cost and expense of paving are a direct cost to SID 291.

WHEREAS, the plans and specifications produced by Lamp, Rynearson and Associates for the Giles Road Improvement 186th Street to 192nd Street include the improvements for SID 291 (Whitetail Creek) Interior Paving and that said plans identify these improvements with specific quantities identified as items 200-212 inclusive under the heading "Sanitary and Improvement District 291 (Whitetail Creek) Interior Paving" attached hereto as Exhibit A and shown in further detail with estimated construction costs on Exhibit B.

WHEREAS, it is therefore necessary to amend the Interlocal Agreement to provide for the construction and installation of the SID 291(Whitetail Creek) Interior Paving on the terms and provisions hereinafter more particularly set forth;

NOW, THEREFORE, in consideration of the foregoing recitals, which are made a part of this Second Amendment, the parties hereto agree as follows:

1. SID 291 and County agree that the SID 291 will be 100% responsible for the construction cost for SID 291 (Whitetail Creek) Interior Paving. Lamp, Rynearson and Associates will provide detailed cost breakouts for the costs of the improvements based

upon the specific quantities actually installed and described as items 200-212 inclusive under the heading "Sanitary and Improvement District 291 (Whitetail Creek) Interior Paving".

2. SID 291 and County agree that the SID 291 will be billed directly for the construction cost for SID 291 (Whitetail Creek) Interior Paving. Lamp, Rynearson and Associates and the County will coordinate to provide this billing.

3. SID 291 and County agree that the SID 291 will be 100% responsible for the engineering cost for SID 291 (Whitetail Creek) Interior Paving. Exhibit B shows the engineer's estimate for construction costs for SID 291 (Whitetail Creek) Interior Paving as \$90,604.80 and the engineer's estimate of the total cost of the project as \$1,376,148.95. Based upon Exhibit B, the portion of engineering costs that SID 291 is 100% responsible is 6.58%. Lamp Rynearson and Associates (LRA) will invoice County for 100% of engineering fees as specified in the agreement for engineering services between County and LRA. County will invoice SID 291 for 6.58% of the total engineering costs at the completion of the project.

4. Except as amended herein, the Interlocal Agreement shall otherwise remain unmodified and in full force and effect.

Remainder of page intentionally left blank, signature page to follow.

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.

Executed by Sarpy County this _____ day of _____, 20____.

SARPY COUNTY, NEBRASKA,
A Political Subdivision

Chairperson, Board of Commissioners

Attest:

Approved as to form:

Sarpy County Clerk

Sarpy County Attorney

SANITARY & IMPROVEMENT DISTRICT
No. 291 of Sarpy County, Nebraska

Chairperson, Board of Trustees

Attest:

Clerk, Board of Trustees

EXHIBIT B (Page 1 of 2)

Site Design

Assumptions/Comments:



GILES ROAD 192ND STREET TO 186TH STREET

	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
GILES ROAD (192ND TO 186TH STREET) SARP COUNTY					
100.	CLEARING AND GRUBBING GENERAL	1	LS	\$25,000.00	\$25,000.00
101.	CLEARING AND GRUBBING TREES OVER 9" TO 18" DIAMETER	36	EA	\$200.00	\$7,200.00
102.	REMOVE PAVEMENT	36	SY	\$3.00	\$108.00
103.	REMOVE FENCE	1,208	LF	\$1.50	\$1,812.00
104.	REMOVE SILT FENCE	3,000	LF	\$1.50	\$4,500.00
105.	REMOVE AND REPLACE MAILBOX	1	EA	\$200.00	\$200.00
106.	REMOVE CULVERT PIPE OVER 21" TO 24"	80	LF	\$10.00	\$800.00
107.	REMOVE CULVERT PIPE OVER 24" TO 36"	48	LF	\$17.00	\$816.00
108.	REMOVE 24" CMP (TEMPORARY CROSSING)	470	LF	\$10.00	\$4,700.00
109.	REMOVE 18" TO 24" F.E.S.	1	EA	\$150.00	\$150.00
110.	REMOVE BRIDGE STRUCTURE	1	LS	\$9,000.00	\$9,000.00
111.	SAW CUT - FULL DEPTH	36	LF	\$10.00	\$360.00
112.	STRIP, STOCKPILE, AND RESPREAD TOPSOIL	4,650	CY	\$1.50	\$6,975.00
113.	EARTHWORK (SURCHARGE)	1,685	CY	\$2.50	\$4,212.50
114.	EARTHWORK (REMOVE SURCHARGE)	1,685	CY	\$8.00	\$13,480.00
115.	EARTHWORK (ON-SITE)	45,440	CY	\$5.50	\$249,920.00
116.	EARTHWORK (HAUL-OFF)	800	CY	\$8.00	\$6,400.00
117.	EARTHWORK (UNSUITABLE EXCAVATION)	1,000	CY	\$8.00	\$8,000.00
118.	EXPLORATORY EXCAVATION	30	HR	\$250.00	\$7,500.00
119.	9" CONCRETE PAVEMENT - TYPE L65	8,322	SY	\$36.00	\$299,592.00
120.	7" CONCRETE DRIVEWAY - TYPE L65	26	SY	\$45.00	\$1,170.00
121.	CONSTRUCT CRUSHED ROCK SURFACING (4" THICK)	38	TN	\$32.00	\$1,216.00
122.	CONSTRUCT CRUSHED ROCK SURFACING (6" THICK)	730	TN	\$32.00	\$23,360.00
123.	CONSTRUCT THICKENED EDGE PAVEMENT	120	LF	\$10.00	\$1,200.00
124.	CONSTRUCT CONCRETE HEADER	84	LF	\$10.00	\$840.00
125.	DRILL AND EPOXY 1" X 18" DOWEL BARS AT 12" CENTERS	36	EA	\$12.00	\$432.00
126.	ADJUST WATER VALVE TO GRADE	2	EA	\$100.00	\$200.00
127.	ADJUST FIRE HYDRANT TO GRADE	2	EA	\$500.00	\$1,000.00
128.	ADJUST MANHOLE TO GRADE	6	EA	\$250.00	\$1,500.00
129.	CONSTRUCT 24" C.M.P. (TEMPORARY CROSSING)	448	LF	\$15.00	\$6,720.00
130.	CONSTRUCT 24" C.M.P. HORIZONTAL PIPE BEND	3	EA	\$300.00	\$900.00
131.	CONSTRUCT 18" R.C.P., CLASS III	740	LF	\$28.00	\$20,720.00
132.	CONSTRUCT 24" R.C.P., CLASS III	33	LF	\$35.00	\$1,155.00
133.	CONSTRUCT 54" R.C.P., D(0.01) = 1,350	137	LF	\$65.00	\$8,905.00
134.	CONSTRUCT 18" R.C. VERTICAL PIPE BEND	2	EA	\$600.00	\$1,200.00
135.	CONSTRUCT 18" R.C. HORIZONTAL PIPE BEND	1	EA	\$600.00	\$600.00
136.	CONSTRUCT 24" R.C. HORIZONTAL PIPE BEND	2	EA	\$750.00	\$1,500.00
137.	CONSTRUCT 18" R.C. FLARED END SECTION W/BAR GRATE	9	EA	\$550.00	\$4,950.00
138.	CONSTRUCT 54" R.C. FLARED END SECTION W/BAR GRATE	2	EA	\$1,400.00	\$2,800.00
139.	CONSTRUCT 8' X 10' REINFORCED CONCRETE BOX CULVERT	113	LF	\$1,400.00	\$158,200.00
140.	CONSTRUCT BOX CULVERT INLET WING WALLS	1	LS	\$34,000.00	\$34,000.00
141.	CONSTRUCT BOX CULVERT OUTLET ENERGY DISSIPATOR	1	LS	\$26,000.00	\$26,000.00
142.	CONSTRUCT 48" HIGH CHAIN LINK FENCE	116	LF	\$100.00	\$11,600.00
143.	TAP 18" R.C.P. INTO BOX CULVERT	3	EA	\$300.00	\$900.00
144.	CONSTRUCT 84" I.D. FLATTOP MANHOLE (1 EA)	8	VF	\$650.00	\$5,200.00
145.	CONSTRUCT 48" I.D. TYPE II AREA INLET (1 EA)	5	VF	\$600.00	\$3,000.00
146.	CONSTRUCT 98" I.D. TYPE II AREA INLET (1 EA)	10	VF	\$1,200.00	\$12,000.00
147.	CONSTRUCT 18" PIPE BEDDING	740	LF	\$5.00	\$3,700.00
148.	CONSTRUCT 24" PIPE BEDDING	33	LF	\$6.00	\$198.00
149.	CONSTRUCT 54" PIPE BEDDING	137	LF	\$8.00	\$1,096.00
150.	STABILIZE TRENCH WITH CRUSHED LIMESTONE	100	TN	\$40.00	\$4,000.00
151.	CONSTRUCT ROCK RIP-RAP - TYPE "A"	47	TN	\$48.00	\$2,256.00
152.	CONSTRUCT ROCK RIP-RAP - TYPE "B"	430	TN	\$50.00	\$21,500.00
153.	SEEDING - TYPE "B"	10	AC	\$1,260.00	\$12,500.00
154.	MULCHING	10	AC	\$550.00	\$5,500.00
155.	CONSTRUCT SILT FENCE	3,000	LF	\$3.00	\$9,000.00
156.	CONSTRUCT STRAW WADDLE SILT CHECK	1,070	LF	\$5.00	\$5,350.00
157.	CONSTRUCT FLARED END INLET PROTECTION	8	EA	\$200.00	\$1,600.00
158.	ROLLED EROSION CONTROL, TYPE II	45,440	SY	\$2.00	\$90,880.00
159.	GABION BASKET	17	CY	\$400.00	\$6,800.00
160.	PERMANENT PAINTED PAVEMENT MARKING - 5" WHITE SOLID	4,979	LF	\$1.00	\$4,979.00
161.	PERMANENT PAINTED PAVEMENT MARKING - 5" YELLOW SOLID	4,874	LF	\$1.00	\$4,874.00
162.	PREFORMED PAVEMENT MARKING TAPE MARKING SYMBOL - WHITE				
	DIRECTIONAL ARROW	1	EA	\$450.00	\$450.00

EXHIBIT B (Page 2 of 2)

GILES ROAD (192ND STREET TO 186TH STREET)

0114116.01-110

L:\Engineering\0114116\Design Data\

163 .	INSTALL POST MOUNTED "STOP" SIGN, R1-1	4 EA	\$250.00	\$1,000.00
164 .	INSTALL POST MOUNTED "SPEED LIMIT 45 MPH" SIGN, R2-4	2 EA	\$250.00	\$500.00
165 .	INSTALL POST MOUNTED "DOUBLE ARROW" SIGN, W1-7	2 EA	\$250.00	\$500.00
166 .	BARRICADING	1 LS	\$10,000.00	\$10,000.00
	CONTINGENCY		10%	\$116,867.66
SUBTOTAL GILES ROAD (192ND AND 186TH STREETS)				\$1,285,544.15

SANITARY IMPROVEMENT DISTRICT NO.291 (WHITETAIL CREEK) INTERIOR PAVING

200 .	REMOVE PAVEMENT	102 SY	\$3.00	\$306.00
201 .	REMOVE END OF STREET BARRICADE	1 LS	\$300.00	\$300.00
202 .	SAW CUT - FULL DEPTH	53 LF	\$10.00	\$530.00
203 .	EARTHWORK (ON-SITE)	8,550 CY	\$3.50	\$29,925.00
204 .	7" CONCRETE PAVEMENT - TYPE L65	1,075 SY	\$35.00	\$37,625.00
205 .	CONSTRUCT THICKENED EDGE PAVEMENT	91 LF	\$10.00	\$910.00
206 .	DRILL AND EPOXY 1" X 18" DOWEL BARS AT 12" CENTERS	91 EA	\$12.00	\$1,092.00
207 .	SEEDING - TYPE "TEMPORARY SEED MIX"	7 AC	\$750.00	\$5,250.00
208 .	MULCHING	7 AC	\$550.00	\$3,850.00
209 .	PERMANENT PAINTED PAVEMENT MARKING - 5" WHITE SOLID	131 LF	\$1.00	\$131.00
210 .	PERMANENT PAINTED PAVEMENT MARKING - 5" YELLOW SOLID	649 LF	\$1.00	\$649.00
	PREFORMED PAVEMENT MARKING TAPE MARKING SYMBOL - WHITE			
211 .	DIRECTIONAL ARROW	3 EA	\$450.00	\$1,350.00
	PREFORMED PAVEMENT MARKING TAPE MARKING SYMBOL - WHITE			
212 .	"ONLY"	1 EA	\$450.00	\$450.00
	CONTINGENCY		10%	\$8,236.80
SUBTOTAL SID NO.291 (WHITETAIL CREEK) INTERIOR PAVING				\$80,604.80

Total Estimated Construction Costs:	\$1,376,148.95
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BOARD OF COUNTY COMMISSIONERS SARPY COUNTY, NEBRASKA

RESOLUTION AUTHORIZING CHAIRMAN TO SIGN FIRST AMENDMENT TO INTERLOCAL COOPERATION ACT AGREEMENT WITH SANITARY AND IMPROVEMENT DISTRICT 291

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104 (Reissue 2012), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103 (Reissue 2012), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, pursuant to Resolution 2013-279, Sanitary and Improvement District 291 and Sarpy County entered into an Interlocal Agreement for the allocation of the cost of certain road improvements to Giles Road (approximately 186th Street to 192nd Street) in conjunction with the Whitetail Creek residential development; and,

WHEREAS, a First Amendment to the Interlocal Agreement has been proposed which further outlines the responsibilities of the parties; and,

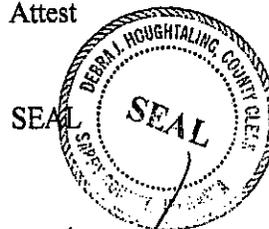
WHEREAS, it is in the best interests of the residents of Sarpy County to participate in said First Amendment to Interlocal Cooperation Agreement, a copy of which is attached hereto and incorporated by reference.

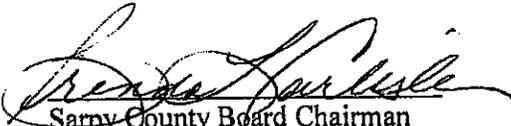
NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts the attached First Amendment to Interlocal Cooperation Agreement which commences upon the occurrence of the signatures of all parties to the Agreement.

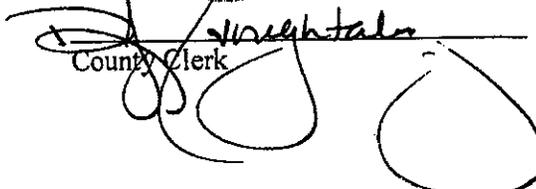
BE IT FURTHER RESOLVED that the Chair of this Board, together with the County Clerk, is hereby authorized to sign on behalf of this Board the First Amendment to Interlocal Cooperation Agreement.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 2nd day of June 2015.

Attest




Sarpy County Board Chairman


County Clerk

FIRST AMENDMENT TO
INTERLOCAL COOPERATION AGREEMENT
(Giles Street Improvements – 186th Street to 192nd Street)

This First Amendment to the Interlocal Cooperation Agreement (First Amendment) is made and entered into as of May 19, 2015 (Effective Date) by and between Sanitary and Improvement District Number 291 of Sarpy County, Nebraska (hereinafter "SID 291"), and the County of Sarpy, State of Nebraska (hereinafter "County"). Collectively, District, and County are hereinafter sometimes referred to as the "Parties."

WHEREAS, County and SID 291 have entered into an Interlocal Cooperation Agreement dated as of August 20, 2013 (the "Agreement") for the purpose of collaborating to construct certain Improvements to Giles Road from approximately 186th Street to 192nd Street;

WHEREAS, the Parties desire to amend the Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises, the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are expressly acknowledged, County and SID 291, each intending to be legally bound, do hereby mutually agree as follows:

1. Plans and Designs. Paragraph 2 of the Agreement shall be amended by adding the following sentences to the end of such section:
"At County's discretion, County may phase the construction or installation of the Improvements."

2. Payment of Costs and Improvements. Paragraph 4 of the Agreement shall be amended and restated in its entirety as follows:
"The estimated costs for the Improvements are as shown on the attached Exhibit "B". Payment for the actual costs of the Improvements shall be made by each of the Parties hereto in accordance with the terms of this Agreement. SID 291 shall pay the County one third of the total cost of the project as their prorata share of the Improvements (SID 291 Contribution) which shall include one third of the cost of the grading, drainage, and associated improvements and the cost of one lane of paving improvements. These payments shall be made as per the schedule detailed in paragraph 5 below. County shall be responsible for one third of the actual total cost of the project which shall include one third of the cost of the grading, drainage, and associated improvements and the cost of one lane of paving improvements. The final one third pro-rata share shall be the responsibility of the future entity or individual which develops the land on the south side of Giles Road. Said final one third share shall also include one third of the cost of the grading, drainage, and associated improvements and the cost of one lane of paving improvements. County shall initially pay for the future entity's one third pro-rata share for the grading, drainage and associated improvements and shall seek reimbursement of said share when the land to the south of Giles Road develops. Any amount received from said future entity or individual shall be owed solely to the County. The actual total costs of the Improvements shall

include engineering, attorneys' fees, publication costs, testing expenses, accounting, property acquisition, construction and related fees and expenses. The actual total costs of the Improvements shall not include any costs of financing or acquiring financing incurred by any Party."

3. Schedule of Payment. Paragraph 5 of the Agreement shall be amended and restated in its entirety as follows:

"County shall bill SID 291 for 20% of SID 291's one third total cost at the completion of construction of the paving improvements of two lanes. SID 291 shall make payment to the County within thirty (30) days of being invoiced. SID 291 shall pay the remaining portion of SID 291's one third total cost to County no later than January 1, 2018."

4. Conflict. In the event there is a conflict between this First Amendment and any other document referred to herein, this First Amendment shall control.
5. Counterparts. This First Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.
6. No Other Amendment. All references in this First Amendment and in the Agreement to "the Agreement" shall be deemed to be references to the Agreement as amended by this First Amendment. Except as set forth herein, the Agreement is unmodified and remains in full force and effect.

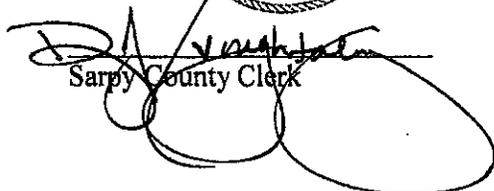
[The next page is the signature page.]

IN WITNESS WHEREOF, this First Amendment has been executed by a duly authorized official of SID 291 and County, each of whom hereby represents and warrants that he has the full power and authority to execute this First Amendment in such capacity, all as of the day and year first above written.

Executed by Sarpy County this 2nd date of June, 2015.

Attest:

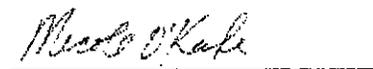



Sarpy County Clerk

SARPY COUNTY, NEBRASKA,
A Political Subdivision


Chairperson, Board of Commissioners

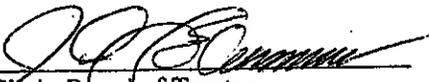
Approved as to form:


Sarpy County Attorney

Executed by SID 291 this 7th date of August, 2015.

Attest:

SANITARY & IMPROVEMENT
DISTRICT No. 291 of Sarpy County,
Nebraska


Clerk, Board of Trustees


Chairperson, Board of Trustees

EXHIBIT A

NO.	ITEM DESCRIPTION	APPROXIMATE QUANTITY	UNIT
101	CONCRETE AND GRADING	1	LS
102	CONCRETE AND GRADING	2	LS
103	CONCRETE AND GRADING	3	LS
104	CONCRETE AND GRADING	4	LS
105	CONCRETE AND GRADING	5	LS
106	CONCRETE AND GRADING	6	LS
107	CONCRETE AND GRADING	7	LS
108	CONCRETE AND GRADING	8	LS
109	CONCRETE AND GRADING	9	LS
110	CONCRETE AND GRADING	10	LS
111	CONCRETE AND GRADING	11	LS
112	CONCRETE AND GRADING	12	LS
113	CONCRETE AND GRADING	13	LS
114	CONCRETE AND GRADING	14	LS
115	CONCRETE AND GRADING	15	LS
116	CONCRETE AND GRADING	16	LS
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198	CONCRETE AND GRADING	98	LS
199	CONCRETE AND GRADING	99	LS
200	CONCRETE AND GRADING	100	LS

192ND & GILES ROAD GRADING QUANTITY BREAKDOWN - SARPY COUNTY / 501 231

STATION TO STATION	CONCRETE	GRADING	TOTAL
308+37.70	317+00	0	317+00
310+00	317+00	0	317+00
311+00	317+00	0	317+00
312+00	317+00	0	317+00
313+00	317+00	0	317+00
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322+00	317+00	0	317+00
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811
 Report what's below.
 Call before you dig.

ALL UTILITIES ARE SHOWN
 BASED ON THE LATEST
 RECORD DRAWINGS AND
 FIELD SURVEY DATA.
 THE LOCATION, DEPTH,
 AND SIZE OF UTILITIES
 SHOWN ARE FOR INFORMATION
 ONLY. THE USER SHALL
 VERIFY THE LOCATION AND
 DEPTH OF UTILITIES PRIOR TO
 ANY EXCAVATION WORK TO
 BE DONE.

SUMMARY OF
 APPROXIMATE QUANTITIES
 AND GRADING QUANTITY
 BREAKDOWN

LAMP RYNEARSON & ASSOCIATES 14710 West Dodge Road, Suite 100 Omaha, Nebraska 68154-2027 402.496.2485 P L 402.496.2730
 www.LRA-inc.com

GILES ROAD - 192ND STREET TO 186TH STREET
 SARPY COUNTY, NEBRASKA SARPY COUNTY PROJECT NO. C-77 (15-3)



Professional Engineer
 State of Nebraska
 License No. 0000000000

Sheet 4 of 70
 Date 01/27/2015

AMENDMENT NO. 24 TO INTERLOCAL COOPERATION AGREEMENT
(Giles Road Improvements – 186th Street to 192nd Street)

This Amendment No. 24 to Interlocal Cooperation Agreement (herein "~~Second Amendment Agreement~~") is made and entered into by and between and between Sanitary and Improvement District Number 291 of Sarpy County, Nebraska (hereinafter "SID 291"), and the County of Sarpy, State of Nebraska (hereinafter "County"). Collectively, SID 291, and County are hereinafter sometimes referred to as the "Parties."

WITNESSETH:

WHEREAS, SID 291 and County previously entered into an Interlocal Cooperation Agreement (herein "Interlocal Agreement") for the installation and construction of improvements for a portion of Giles Road extending from 186th Street to 192nd Street ~~executed August 20, 2013.~~

WHEREAS, SID 291 and County previously entered into a First Amendment to Interlocal Cooperation Agreement (herein "First Amendment") for the installation and construction of improvements for a portion of Giles Road extending from 186th Street to 192nd Street executed June 2, 2015.

WHEREAS, SID 291 and County have agreed upon a plan for the installation and construction of additional improvements adjacent to the Giles Road, which shall generally consist of installing the paving described as follows (herein "SID 291 (Whitetail Creek) Interior Paving"):
S. 190th Avenue from Giles Road to Robin Drive (Approximately 180 linear feet)
S. 188th Street from Giles Road to Robin Drive (Approximately 180 linear feet)

WHEREAS, SID 291 (Whitetail Creek) Interior Paving will be located within SID 291 and will serve SID 291 and that the cost and expense of paving are a direct cost to SID 291.

WHEREAS, the plans and specifications produced by Lamp, Rynearson and Associates for the Giles Road Improvement 186th Street to 192nd Street include the improvements for SID 291 (Whitetail Creek) Interior Paving and that said plans identify these improvements with specific quantities identified as items 200-212 inclusive under the heading "Sanitary and Improvement District 291 (Whitetail Creek) Interior Paving" attached hereto as Exhibit A and shown in further detail with estimated construction costs on Exhibit B.

WHEREAS, it is therefore necessary to amend the Interlocal Agreement to provide for the construction and installation of the SID 291(Whitetail Creek) Interior Paving on the terms and provisions hereinafter more particularly set forth;

NOW, THEREFORE, in consideration of the foregoing recitals, which are made a part of this Second Amendment Agreement, the parties hereto agree as follows:

1. SID 291 and County agree that the SID 291 will be 100% responsible for the construction cost for SID 291 (Whitetail Creek) Interior Paving. Lamp, Rynearson and

Associates will provide detailed cost breakouts for the costs of the improvements based upon the specific quantities actually installed and described as items 200-212 inclusive under the heading "Sanitary and Improvement District 291 (Whitetail Creek) Interior Paving".

2. SID 291 and County agree that the SID 291 will be billed directly for the construction cost for SID 291 (Whitetail Creek) Interior Paving. Lamp, Rynearson and Associates and the County will coordinate to provide this billing.

3. SID 291 and County agree that the SID 291 will be 100% responsible for the engineering cost for SID 291 (Whitetail Creek) Interior Paving. Exhibit B shows the engineer's estimate for construction costs for SID 291 (Whitetail Creek) Interior Paving as \$90,604.80 and the engineer's estimate of the total cost of the project as \$1,376,148.95. Based upon Exhibit B, the portion of engineering costs that SID 291 is 100% responsible is 6.58%. Lamp Rynearson and Associates (LRA) will invoice County for 100% of engineering fees as specified in the agreement for engineering services between County and LRA. County will invoice SID 291 for 6.58% of the total engineering costs at the completion of the project.

4. Except as amended herein, the Interlocal Agreement shall otherwise remain unmodified and in full force and effect.

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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.

Executed by Sarpy County this _____ day of _____, 20_____

SARPY COUNTY, NEBRASKA,
A Political Subdivision

Chairperson, Board of Commissioners

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Attest:

Approved as to form:

Sarpy County Clerk

Sarpy County Attorney

SANITARY & IMPROVEMENT DISTRICT
No. 291 of Sarpy County, Nebraska

Chairperson, Board of Trustees

Attest:

Clerk, Board of Trustees

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

SANITARY AND IMPROVEMENT DISTRICT NO. 291
OF SARPY COUNTY, NEBRASKA

NOTICE

NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 291 of Sarpy County, Nebraska will be held at **8:30 A.M. on November 30, 2016 at 7817 So. 191st 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. 291 of Sarpy County, Nebraska find and determine that it is advisable and necessary for the District to enter into an Amendment No. 2 to Interlocal Cooperation Agreement with Sarpy County, Nebraska for Improvements to Giles Road.

BE IT FURTHER RESOLVED that the principal terms of said Agreement are as follows:

EXHIBIT 'B'

AMENDMENT NO. 2 TO INTERLOCAL COOPERATION AGREEMENT
(Giles Road Improvements – 186th Street to 192nd Street)

This Amendment No. 2 to Interlocal Cooperation Agreement (herein "Second Amendment") is made and entered into by and between and between Sanitary and Improvement District Number 291 of Sarpy County, Nebraska (hereinafter "SID 291"), and the County of Sarpy, State of Nebraska (hereinafter "County"). Collectively, SID 291, and County are hereinafter sometimes referred to as the "Parties."

WITNESSETH:

WHEREAS, SID 291 and County previously entered into an Interlocal Cooperation Agreement (herein "Interlocal Agreement") for the installation and construction of improvements for a portion of Giles Road extending from 186th Street to 192nd Street executed August 20, 2013.

WHEREAS, SID 291 and County previously entered into a First Amendment to Interlocal Cooperation Agreement (herein "First Amendment") for the installation and construction of

Exhibit "B"

improvements for a portion of Giles Road extending from 186th Street to 192nd Street executed June 2, 2015.

WHEREAS, SID 291 and County have agreed upon a plan for the installation and construction of additional improvements adjacent to the Giles Road, which shall generally consist of installing the paving described as follows (herein "SID 291 (Whitetail Creek) Interior Paving"):

- S. 190th Avenue from Giles Road to Robin Drive (Approximately 180 linear feet)
- S. 188th Street from Giles Road to Robin Drive (Approximately 180 linear feet)

WHEREAS, SID 291 (Whitetail Creek) Interior Paving will be located within SID 291 and will serve SID 291 and that the cost and expense of paving are a direct cost to SID 291.

WHEREAS, the plans and specifications produced by Lamp, Rynearson and Associates for the Giles Road Improvement 186th Street to 192nd Street include the improvements for SID 291 (Whitetail Creek) Interior Paving and that said plans identify these improvements with specific quantities identified as items 200-212 inclusive under the heading "Sanitary and Improvement District 291 (Whitetail Creek) Interior Paving" attached hereto as Exhibit A and shown in further detail with estimated construction costs on Exhibit B.

WHEREAS, it is therefore necessary to amend the Interlocal Agreement to provide for the construction and installation of the SID 291(Whitetail Creek) Interior Paving on the terms and provisions hereinafter more particularly set forth;

NOW, THEREFORE, in consideration of the foregoing recitals, which are made a part of this Second Amendment, the parties hereto agree as follows:

1. SID 291 and County agree that the SID 291 will be 100% responsible for the construction cost for SID 291 (Whitetail Creek) Interior Paving. Lamp, Rynearson and Associates will provide detailed cost breakouts for the costs of the improvements based upon the specific quantities actually installed and described as items 200-212 inclusive under the heading "Sanitary and Improvement District 291 (Whitetail Creek) Interior Paving".
2. SID 291 and County agree that the SID 291 will be billed directly for the construction cost for SID 291 (Whitetail Creek) Interior Paving. Lamp, Rynearson and Associates and the County will coordinate to provide this billing.
3. SID 291 and County agree that the SID 291 will be 100% responsible for the engineering cost for SID 291 (Whitetail Creek) Interior Paving. Exhibit B shows the engineer's estimate for construction costs for SID 291 (Whitetail Creek) Interior Paving as \$90,604.80 and the engineer's estimate of the total cost of the project as \$1,376,148.95. Based upon Exhibit B, the portion of engineering costs that SID 291 is 100% responsible is 6.58%. Lamp Rynearson and Associates (LRA) will invoice County for 100% of engineering fees as specified in the agreement for engineering services between County and LRA. County will invoice SID 291 for 6.58% of the total engineering costs at the completion of the project.

4. Except as amended herein, the Interlocal Agreement shall otherwise remain unmodified and in full force and effect.

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.

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. 291 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 \$124,600.00.

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 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. 291 OF SARPY COUNTY, NEBRASKA
By: Loren Johnson, Chairman
Paula Johnson, Clerk

Publication Dates: November 16 and November 23, 2016

AGENDA

**SANITARY AND IMPROVEMENT DISTRICT NO. 291 OF DOUGLAS COUNTY,
NEBRASKA HELD ON NOVEMBER 30, 2016**

1. Present Open Meeting Laws.
2. Vote on and approve Resolution of Necessity for the District to enter into a Sale and Purchase Agreement (Outlots D, E, F and H, Whitetail Creek and Outlot A, Whitetail Creek Replat 1 with Celebrity Homes, Inc. Post-Construction Stormwater Management - Lands Cost Reimbursement, per the Subdivision Agreement, Section IV, Paragraph L; being the same Resolution adopted in form at the meeting of the Board of Trustees held on November 10, 2016.
3. Vote on and approve Resolution of Necessity for the District to enter into an Amendment No. 2 to the Interlocal Agreement with Sarpy County, Nebraska for Improvements to Giles Road; being the same Resolution adopted in form at the meeting of the Board of Trustees held on November 10, 2016.
4. Present statements, vote on and approve payment from the General Fund Account of the District for the following:

a) Lamp Rynearson & Associates for engineering services. (#62)	\$1,500.86
b) Chastain Otis for Chairman and Clerk bonds. (#27393)	\$120.00
c) Todco Barricade Company for barricades and striping. (#124304, 124636)	\$2,644.00
d) Centennial Enterprises Inc. for mowing maintenance. (#533132, 53383, 53435, 53486)	\$6,600.00
e) Kuehl Capital Corporation for advisory structuring fees for the General Fund warrants issued at this meeting. (2.5%)	\$271.62
f) First National Capital Markets for underwriting fees for the General Fund warrants issued at this meeting (\$167.05) and 1573/1574 (\$90.00) (1.5%)	\$257.05
Total	\$11,393.53