

CERTIFICATE

The undersigned hereby certify that they are the Chairperson and Clerk of Sanitary and Improvement District Number 313 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.

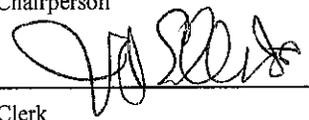
5. The minutes of the Meeting were in written form and available for public inspection within ten (10) working days after the Meeting or prior to the next convened meeting, whichever occurred earlier, at the office of the District; within thirty (30) days after the date of the Meeting, a copy of the 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 5th day of October 2016



Chairperson



Clerk

**TRUSTEES OF SANITARY AND IMPROVEMENT DISTRICT NO. 313
OF SARPY COUNTY, NEBRASKA**

The meeting of the Board of Trustees of Sanitary and Improvement District No. 313 of Sarpy County, Nebraska was convened in open and public session at 9:00 A.M. on October 5, 2016 at 11440 West Center Road, Omaha, Nebraska.

Present at the meeting were Trustees Tom Falcone, Jeff Elliott, Bob Miller and Dan Miller.

Notice of the meeting was given in advance thereof by publication in The Bellevue Leader on September 21 and September 28 , 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 of 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 Chairman next presented the Contract for Engineering Services between the District and E & A Consulting Group, whereupon, a motion was duly made, seconded and upon a roll call vote of "aye" by the Trustees, the Chairman and Clerk were authorized and directed to execute said Contract on behalf of the District and the Clerk was directed to attach a copy to these minutes.

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

The Clerk then stated that no petition opposing the Resolution of Necessity had been filed

by any of the property owners within the District nor by any other person and no person appeared at the meeting or made any objections to the proposed Resolution of Necessity.

The Trustees then voted "aye" and passed and adopted the proposed Resolution of Advisability and Necessity, the same being the Resolution adopted in form at the meeting of the Board of Trustees held on September 14, 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. 313 of Sarpy County, Nebraska that the Resolution of Necessity for the construction of Storm Sewer & Paving System - Section I be and hereby is approved as proposed at the meeting of the Board of Trustees held on September 14, 2016.

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

a) E & A Consulting Group for engineering services in connection with Sanitary Sewer - Section I, Storm Sewer - Section I and Paving - Section I. I(#133901)	\$111,896.47
b) Kuehl Capital Corporation for the placement of Construction Fund warrants issued at this meeting. (2.5%)	\$2,797.42
c) Ameritas Investment Corp. for underwriting services in connection with the Construction Fund Warrant issued at this meeting. (2%)	\$2,293.88
Total	\$116,987.77

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. 313 of Sarpy County, Nebraska that the Chairman and Clerk be and hereby are authorized and directed to execute and deliver Warrant Nos. 56 through 69, 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 Construction Fund Account of the District (interest to be payable on March 1 of each year) (the "Construction Fund warrants) and to be redeemed no later than five years from the date hereof being October 5, 2021, subject to extension of said maturity date by order of the District

Court of Sarpy County, Nebraska after notice is given as required by law; to-wit:

- 1) Warrant No. 56 through 66, inclusive, each for \$10,000.00 and Warrant No. 67 for \$1,896.47 all payable to E & A Consulting Group for engineering services.
- 2) Warrant No. 68 for \$2,797.42 payable to Kuehl Capital Corporation for advisor fees for the Construction Fund warrants issued at this meeting.
- 3) Warrant No. 69 for \$2,293.88 payable to Ameritas Investment Corp. for underwriting fees for the Construction Fund warrants issued at this meeting.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 313 of Sarpy County, Nebraska, that the District hereby finds and determines and covenants, warrants and agrees as follows in connection with the issuance of the Construction Fund Warrants: (i) the improvements and/or facilities being financed by the Construction Fund Warrants are for essential governmental functions and are designed to serve members of the general public on an equal basis; (ii) all said improvements have from the time of their first acquisition and construction been owned, are owned and are to be owned by the District or another political subdivision; (iii) to the extent special assessments have been or are to be levied for any of said improvements, such special assessments have been or are to be levied under Nebraska law as a matter of general application to all property specially benefitted by said improvements in the District; (iv) the development of the land in the District is for residential or commercial use and the development of the land in the District for sale and occupation by the general public has proceeded and is proceeding with reasonable speed; (v) other than any incidental use of said improvements by a developer during the initial period of development of said improvements, there have been, are and will be no persons with rights to use such improvements other than as members of the general public; (vi) none of the proceeds of said Construction Fund Warrants have been or will be loaned to any private person or entity; and (vii) and the District does not reasonably expect to sell or otherwise dispose of said improvements and/or facilities, in whole or in part, prior to the last maturity of the Construction Fund Warrants.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 313 of Sarpy County, Nebraska that the District covenants and agrees concerning the Construction Fund Warrants that: (i) it will comply with all applicable provisions of the Code, including Sections 103 and 141

through 150, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Construction Fund Warrants and (ii) it will not use or permit the use of any proceeds of the Construction Fund Warrants or any other funds of the District nor take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Construction Fund Warrants. In addition, the District will adopt such other resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Construction Fund Warrants will remain excluded from federal gross income, to the extent any such actions can be taken by the District.

The District covenants and agrees that (i) it will comply with all requirements of Section 148 of the Code to the extent applicable to the Construction Fund Warrants, (ii) it will use the proceeds of the Construction Fund Warrants as soon as practicable and with all reasonable dispatch for the purposes for which the Construction Fund Warrants are issued, and (iii) it will not invest or directly or indirectly use or permit the use of any proceeds of the Construction Fund Warrants or any other funds of the District in any manner, or take or omit to take any action, that would cause the Construction Fund Warrants to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

The District covenants and agrees that it will pay or provide for the payment from time to time of all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any Regulations applicable to the Construction Fund Warrants from time to time. This covenant shall survive payment in full of the Construction Fund Warrants. The District specifically covenants to pay or cause to be paid to the United States, the required amounts of rebatable arbitrage at the times and in the amounts as determined by reference to the Code and the Regulations. Pursuant to the "small issuer exception" set forth below, the District does not believe the Construction Fund Warrants will be subject to rebate.

The District covenants and agrees that (to the extent within its power or direction) it will not use any portion of the proceeds of the Construction Fund Warrants, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Construction Fund Warrant to be a "private activity bond".

The District makes the following representations in connection with the exception for small governmental units from the arbitrage rebate requirements under Section 148(f)(4)(D) of the Code:

- (i) the District is a governmental unit under Nebraska law with general taxing powers;
- (ii) none of the Construction Fund Warrants is a private activity bond as defined in Section 141 of the Code;
- (iii) ninety-five percent or more of the net proceeds of the Construction Fund Warrants are to be used for local governmental activities of the District;
- (iv) the aggregate face amount of all tax-exempt obligations (other than "private activity bonds," but including any tax-exempt lease-purchase agreements) to be issued by the District during the current calendar year is not reasonably expected to exceed \$5,000,000; and
- (v) the District (including all subordinate entities thereof) will not issue in excess of \$5,000,000 of tax-exempt indebtedness (other than "private activity bonds," but including any tax-exempt lease-purchase agreements) during the current calendar year without first obtaining an opinion of nationally recognized counsel in the area of municipal finance that the excludability of the interest on the Construction Fund Warrants from gross income for federal tax purposes will not be adversely affected thereby.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 313 of Sarpy County, Nebraska that the District hereby covenants, warrants and agrees that to the extent that it may lawfully do so, the District hereby designates the Construction Fund Warrants as its "qualified tax exempt obligations" under Section 265(b)(3)(B)(i)(III) of the Code.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 313 of Sarpy County, Nebraska that this and the preceding Resolutions are hereby adopted as the Certificate with Respect to Arbitrage of the District pertaining to the Construction Fund Warrants and the District hereby further certifies, as of the date of the registration of the Construction Fund Warrants with [Douglas] [Sarpy] County, Nebraska as follows:

1. The District reasonably anticipates that a portion of the monies in its Bond Fund will be expended for payment of principal of and interest on the bonds and/or construction fund warrants of the District within 12 months after receipt of such monies. The District hereby establishes a reserve fund within its Bond Fund in connection with the issuance of the Construction Fund Warrants in the amount equal to the least of (i) 10% of the stated principal amount of the Construction Fund Warrants, (ii) the maximum annual debt service due on the Construction Fund Warrants during any fiscal year, or (iii) 125% of the average

annual debt service for the Construction Fund Warrants over the term of such warrants. That amount that is currently held in the District's Bond Fund which exceeds the amount to be expended for payment of principal and interest on the bonds and/or construction fund warrants of the District within 12 months after receipt of such monies, plus that amount arrived at pursuant to the immediately preceding sentence, will not be invested in any securities or any other investment obligations which bear a yield, as computed in accordance with the actuarial method, in excess of the yield on the Construction Fund Warrants.

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

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

4. This Certificate is being passed, executed and delivered pursuant to Section 1.148-2 (b) (2) of the Income Tax Regulations under the Code (the "Regulations").

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 313 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 Construction Fund Warrants and 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

law; to-wit:

- 1) Warrant No. 56 through 66, inclusive, each for \$10,000.00 and Warrant No. 67 for \$1,896.47 all payable to E & A Consulting Group for engineering services.
- 2) Warrant No. 68 for \$2,797.42 payable to Kuehl Capital Corporation for advisor fees for the Construction Fund warrants issued at this meeting.
- 3) Warrant No. 69 for \$2,293.88 payable to Ameritas Investment Corp. for underwriting fees for the Construction Fund warrants issued at this meeting.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 313 of Sarpy County, Nebraska, that the District hereby finds and determines and covenants, warrants and agrees as follows in connection with the issuance of the Construction Fund Warrants: (i) the improvements and/or facilities being financed by the Construction Fund Warrants are for essential governmental functions and are designed to serve members of the general public on an equal basis; (ii) all said improvements have from the time of their first acquisition and construction been owned, are owned and are to be owned by the District or another political subdivision; (iii) to the extent special assessments have been or are to be levied for any of said improvements, such special assessments have been or are to be levied under Nebraska law as a matter of general application to all property specially benefitted by said improvements in the District; (iv) the development of the land in the District is for residential or commercial use and the development of the land in the District for sale and occupation by the general public has proceeded and is proceeding with reasonable speed; (v) other than any incidental use of said improvements by a developer during the initial period of development of said improvements, there have been, are and will be no persons with rights to use such improvements other than as members of the general public; (vi) none of the proceeds of said Construction Fund Warrants have been or will be loaned to any private person or entity; and (vii) and the District does not reasonably expect to sell or otherwise dispose of said improvements and/or facilities, in whole or in part, prior to the last maturity of the Construction Fund Warrants.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 313 of Sarpy County, Nebraska that the District covenants and agrees concerning the Construction Fund Warrants that: (i) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the

Construction Fund Warrants and (ii) it will not use or permit the use of any proceeds of the Construction Fund Warrants or any other funds of the District nor take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Construction Fund Warrants. In addition, the District will adopt such other resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Construction Fund Warrants will remain excluded from federal gross income, to the extent any such actions can be taken by the District.

The District covenants and agrees that (i) it will comply with all requirements of Section 148 of the Code to the extent applicable to the Construction Fund Warrants, (ii) it will use the proceeds of the Construction Fund Warrants as soon as practicable and with all reasonable dispatch for the purposes for which the Construction Fund Warrants are issued, and (iii) it will not invest or directly or indirectly use or permit the use of any proceeds of the Construction Fund Warrants or any other funds of the District in any manner, or take or omit to take any action, that would cause the Construction Fund Warrants to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

The District covenants and agrees that it will pay or provide for the payment from time to time of all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any Regulations applicable to the Construction Fund Warrants from time to time. This covenant shall survive payment in full of the Construction Fund Warrants. The District specifically covenants to pay or cause to be paid to the United States, the required amounts of rebatable arbitrage at the times and in the amounts as determined by reference to the Code and the Regulations. Pursuant to the "small issuer exception" set forth below, the District does not believe the Construction Fund Warrants will be subject to rebate.

The District covenants and agrees that (to the extent within its power or direction) it will not use any portion of the proceeds of the Construction Fund Warrants, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Construction Fund Warrant to be a "private activity bond".

The District makes the following representations in connection with the exception for small governmental units from the arbitrage rebate requirements under Section 148(f)(4)(D) of the Code:

- (i) the District is a governmental unit under Nebraska law with general taxing powers;

(ii) none of the Construction Fund Warrants is a private activity bond as defined in Section 141 of the Code;

(iii) ninety-five percent or more of the net proceeds of the Construction Fund Warrants are to be used for local governmental activities of the District;

(iv) the aggregate face amount of all tax-exempt obligations (other than "private activity bonds," but including any tax-exempt lease-purchase agreements) to be issued by the District during the current calendar year is not reasonably expected to exceed \$5,000,000; and

(v) the District (including all subordinate entities thereof) will not issue in excess of \$5,000,000 of tax-exempt indebtedness (other than "private activity bonds," but including any tax-exempt lease-purchase agreements) during the current calendar year without first obtaining an opinion of nationally recognized counsel in the area of municipal finance that the excludability of the interest on the Construction Fund Warrants from gross income for federal tax purposes will not be adversely affected thereby.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 313 of Sarpy County, Nebraska that the District hereby covenants, warrants and agrees that to the extent that it may lawfully do so, the District hereby designates the Construction Fund Warrants as its "qualified tax exempt obligations" under Section 265(b)(3)(B)(i)(III) of the Code.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 313 of Sarpy County, Nebraska that this and the preceding Resolutions are hereby adopted as the Certificate with Respect to Arbitrage of the District pertaining to the Construction Fund Warrants and the District hereby further certifies, as of the date of the registration of the Construction Fund Warrants with [Douglas] [Sarpy] County, Nebraska as follows:

1. The District reasonably anticipates that a portion of the monies in its Bond Fund will be expended for payment of principal of and interest on the bonds and/or construction fund warrants of the District within 12 months after receipt of such monies. The District hereby establishes a reserve fund within its Bond Fund in connection with the issuance of the Construction Fund Warrants in the amount equal to the least of (i) 10% of the stated principal amount of the Construction Fund Warrants, (ii) the maximum annual debt service due on the Construction Fund Warrants during any fiscal year, or (iii) 125% of the average annual debt service for the Construction Fund Warrants over the term of such warrants. That amount that is currently held in the District's Bond Fund which exceeds the amount to be expended

for payment of principal and interest on the bonds and/or construction fund warrants of the District within 12 months after receipt of such monies, plus that amount arrived at pursuant to the immediately preceding sentence, will not be invested in any securities or any other investment obligations which bear a yield, as computed in accordance with the actuarial method, in excess of the yield on the Construction Fund Warrants.

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

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

4. This Certificate is being passed, executed and delivered pursuant to Section 1.148-2 (b) (2) of the Income Tax Regulations under the Code (the "Regulations").

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 313 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 Construction Fund Warrants and 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

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, September 21, 2016 Bellevue Leader
Thereafter, Wednesday, September 28, 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.

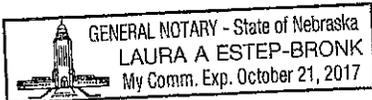
[Signature of Ron Petak]

Michael Harrington OR Ron Petak
Accounting Manager Executive Editor

Today's Date 9/28/16
Signed in my presence and sworn to before me:

[Signature of Notary Public]

Notary Public



Printer's Fee \$ 390.39
Customer Number: 40972
Order Number: 0001979024

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

SANITARY AND IMPROVEMENT
DISTRICT NO. 313
OF SARPY COUNTY, NEBRASKA

NOTICE

NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 313 of Sarpy County, Nebraska will be held at 9:00 A.M. on October 5, 2016 at 10333 So. 152nd Street #2, 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. 313 of Sarpy County, Nebraska find and determine that it is advisable and necessary for the District to construct an improvement within the boundaries of the District, said improvements to be designated as Storm Sewer and Paving System - Section I and shall be constructed as follows:

STORM SEWER AND PAVING SYSTEM

The construction of a system of paved public roads and streets of varying widths with Portland cement concrete or other approved materials with a minimum thickness of seven inches, together with integral curb and gutter, necessary removals, grading, street signs and necessary appurtenances; the installation of a storm sewer system of reinforced concrete pipe or other approved materials, together with manholes, structures, necessary appurtenances and other work that is incidental and necessary for a completed improvement.

All of the improvements are to be located in dedicated public right-of-way or dedicated public easements.

A. Construct a storm sewer system and related work as follows:

- 1. A 15" storm sewer pipe beginning at a proposed curb inlet located 15 feet, more or less, north and 11 feet, more or less, west of the southwest corner of Lot 79, Garden Oaks; thence westerly a distance of 25 feet, more or less, to a proposed curb inlet located 11 feet, more or less, east of the east line and on the north line extended of Lot 89, Garden Oaks; thence with an 18" storm sewer pipe southerly a distance of 160 feet, more or less, to a proposed manhole located 6 feet, more or less, east of the southeast corner of Lot 90, Garden Oaks; thence southerly and easterly a distance of 225 feet, more or less, to a proposed curb inlet located 11 feet, more or less, east of the south east corner of Lot 93, Garden Oaks; thence with a 15" storm sewer pipe northerly and easterly a distance of 38 feet, more or less, to a proposed curb inlet located 11 feet, more or less, west of the south west corner of Lot 104, Garden Oaks.

2. An 18" storm sewer pipe connecting to a proposed curb inlet located on 11 feet, more or less, east of the south east corner of Lot 93, Garden Oaks; thence southerly and easterly a distance of 160 feet, more or less, to a proposed curb inlet located 11 feet, more or less east of the south east corner of Lot 95, Garden Oaks; thence with a 15" storm sewer pipe easterly a distance of 25 feet to a proposed curb inlet located 11 feet, more or less west of the southwest corner of Lot 102, Garden Oaks.
3. A 24" storm sewer pipe connecting to a proposed curb inlet located 11 feet, more or less, east of the south east corner of Lot 95, Garden Oaks; thence southeasterly a distance of 95 feet, more or less, to a proposed manhole located 10 feet, more or less, east of the southeast corner of Lot 96, Garden Oaks; thence southwesterly a distance of 300 feet, more or less, to a proposed manhole located 10 feet, more or less, east of the northeast corner of Lot 100, Garden Oaks; thence southerly a distance of 70 feet, more or less, to a proposed curb inlet located 40 feet, more or less, north of the south lot line of Lot 100, Garden Oaks, and 11 feet, more or less, east of the east lot line of Lot 100, Garden Oaks; thence easterly a distance of 25 feet, more or less, to a proposed curb inlet located 40 feet, more or less, north of the south lot line of Lot 100, Garden Oaks, and 36 feet, more or less, east of the east lot line of Lot 100, Garden Oaks; thence easterly a distance of 85 feet, more or less, to a retention basin within Outlot B.
4. An 18" storm sewer pipe connecting to a proposed manhole located 10 feet, more or less, east of the northeast corner

- of Lot 100, Garden Oaks; thence northwesterly a distance of 22 feet, more or less, to a proposed curb inlet located 22 feet, more or less, north of the northeast corner of Lot 100, Garden Oaks; thence with a 15" storm sewer pipe northeasterly a distance of 25 feet, more or less, to a proposed curb inlet located 22 feet, more or less, west of the southernmost corner of Lot 97, Garden Oaks.
5. A 36" storm sewer pipe beginning 8 feet, more or less, east and 14 feet, more or less, north of the furthest east corner of Lot 97, Garden Oaks; thence extending a distance of 200 feet, more or less, under S 185th Street and to a proposed manhole, Garden Oaks; thence with a 42" storm sewer pipe extending a distance of 55 feet, more or less, out-letting into a retention basin within Outlot B.
6. A 15" storm sewer pipe beginning at a proposed curb inlet located 11 feet, more or less, east of the east lot line and 15 feet, more or less, north of the south lot line of Lot 109, Garden Oaks; thence easterly a distance of 25 feet, more or less, to a proposed curb inlet located 11 feet, more or less, west of the west lot line and 25 feet, more or less, north of the south lot line of Lot 129, Garden Oaks; thence with an 18" storm sewer pipe southerly a distance of 25 feet, more or less, to a proposed manhole located 10 feet, more or less, west of the southwest corner of Lot 129, Garden Oaks; thence easterly a distance of 85 feet, more or less, to a proposed curb inlet located 11 feet, more or less, south of the southwest corner of Lot 128, Garden Oaks; thence with a 15" storm sewer pipe southerly a distance of 32 feet, more or less, to a proposed curb inlet located 11 feet, more or less, north of the northeast corner of Lot 140, Garden Oaks.
7. A 24" storm sewer pipe connecting to a proposed curb inlet located 11 feet, more or less, south of the southwest corner of Lot 128, Garden Oaks; thence easterly a distance of 480 feet, more or less, to a proposed curb inlet located 11 feet, more or less, south of the southwest corner of Lot 122, Garden Oaks; thence with a 15" storm sewer pipe southerly a distance of 30 feet, more or less, to a proposed curb inlet located 11 feet, more or less, north of the northwest corner of Lot 133, Garden Oaks.
8. A 30" storm sewer pipe connecting to a proposed curb inlet located 11 feet, more or less, south of the southwest corner of Lot 122, Garden Oaks; thence easterly a distance of 240 feet, more or less, to a proposed manhole located 11 feet, more or less, south of the south lot line and 15 feet, more or less, east of the east lot line of Lot 120, Garden Oaks; thence easterly a distance of 120 feet, more or less, to a proposed curb inlet located 11 feet, more or less, south of the south lot line and 30 feet, more or less, west of the east lot line of Lot 47, Garden Oaks; thence with a 36" storm sewer pipe south-easterly a distance of 30 feet, more or less, to a proposed curb inlet located 11 feet, more or less, north of the north lot line and 36 feet, more or less, east of the east lot line of Lot 30, Garden Oaks; thence south-easterly a distance of 62 feet, more or less, out-letting into a retention basin within Outlot A.
9. A 30" storm sewer pipe connecting to a proposed manhole located 20 feet, more or less, east and 15 feet, more or less, south of the southeast corner of Lot 120, Garden Oaks; thence northerly a distance of 150 feet, more or less, to a proposed curb inlet located 11 feet, more or less, east of the southeast corner of Lot 119, Garden Oaks; thence with a 15" storm sewer pipe easterly a distance of 30 feet, more or less, to a proposed curb inlet located 11 feet, more or less, west of the southwest corner of Lot 46, Garden Oaks.
10. A 24" storm sewer pipe connecting to a proposed curb inlet located 11 feet, more or less, east of the southeast corner of Lot 119, Garden Oaks; thence northerly a distance of 175 feet, more or less, to a proposed manhole located 12 feet, more

- or less, west of the east lot line of Lot 59, Garden Oaks.
11. An 18" storm sewer pipe connecting to a proposed manhole located 11 feet, more or less, west and 11 feet, more or less, south of the south west corner of Lot 55, Garden Oaks; thence north-westerly a distance of 28 feet, more or less, to a proposed curb inlet located 11 feet, more or less, west of the west lot line and 15 feet, more or less, north of the south lot line of Lot 55, Garden Oaks; thence with a 15" storm sewer pipe westerly a distance of 26 feet, more or less, to a proposed curb inlet located 11 feet, more or less, east of the east lot line and 20 feet, more or less, north of the south lot line of Lot 59, Garden Oaks.
12. A 15" storm sewer pipe from a proposed curb inlet located 11 feet, more or less, north of the northeast corner of Lot 117, Garden Oaks; thence northerly a distance of 28 feet, more or less, connecting to a proposed curb inlet located 11 feet, more or less, south of the south lot line and 25 feet, more or less, west of the east lot line of Lot 59, Garden Oaks; thence with an 18" storm sewer pipe westerly and southerly a distance of 475 feet, more or less, to a proposed curb inlet located 11 feet, more or less, south of the south lot line and 32 feet, more or less, east of the west lot line of Lot 63, Garden Oaks; thence with a 15" storm sewer pipe southerly a distance of 25 feet, more or less, to a proposed curb inlet located 11 feet, more or less, north of the northwest corner of Lot 112, Garden Oaks.
13. An 18" storm sewer pipe from a proposed curb inlet located 37 feet, more or less, south of the southeast corner of Lot 34, Garden Oaks; thence northerly a distance of 25 feet, more or less, to a proposed curb outlet located 12 feet, more or less, south of the southeast corner of Lot 34; thence northerly a distance of 150 feet, more or less, to an outlet into a retention basin within Outlot A.
14. A 15" storm sewer pipe from a proposed curb inlet located 11 feet, more or less, east of the northeast corner of Lot 28, Garden Oaks; thence easterly a distance of 22 feet, more or less, to a proposed curb inlet located 11 feet, more or less, west of the west lot line and 72 feet, more or less, north of the south lot line of Lot 15, Garden Oaks; thence with an 18" storm sewer pipe south-easterly a distance of 82 feet, more or less, to a proposed manhole located 20 feet, more or less, south of the southwest corner of Lot 15, Garden Oaks; thence with a 24" storm sewer pipe north-easterly a distance of 225, more or less, to a proposed manhole located 20 feet, more or less, east of the southeast corner of Lot 16, Garden Oaks; thence with an 18" storm sewer pipe northerly a distance of 24 feet, more or less, to a proposed curb inlet located 11 feet, more or less, east of the east lot line and 20 feet, more or less, north of the south lot line of Lot 16, Garden Oaks; thence with a 15" storm sewer pipe north-easterly a distance of 66 feet, more or less, to a proposed curb inlet located 11 feet, more or less, west of the northwest

- corner of Lot 10, Garden Oaks.
15. A 24" storm sewer pipe connecting to a proposed manhole located 20 feet, more or less, south of the southwest corner of Lot 15, Garden Oaks; thence southerly and easterly a distance of 130 feet, more or less, to a proposed curb inlet located 40 feet, more or less, east of the southeast corner of Lot 29, Garden Oaks; thence southerly and easterly a distance of 225 feet, more or less, to a proposed manhole located 45 feet, more or less; northeast of the southeast corner of Lot 32, Garden Oaks; thence southerly and easterly a distance of 115 feet, more or less, to a proposed curb inlet located 28 feet, more or less, east of the eastern most corner of Lot 33, Garden Oaks; thence with a 30" storm sewer pipe southerly a distance of 56 feet, more or less, to an outlet into a retention basin within Outlot A.
16. An 18" storm sewer pipe connecting to a proposed manhole located 11 feet, more or less, west of the western most corner of Lot 11, Garden Oaks; thence northwesterly a distance of 288 feet, more or less, to a proposed curb inlet located 25 feet, more or less, north of the northeast corner of Lot 11, Garden Oaks; thence with a 15" storm sewer pipe northerly a distance of 28 feet, more or less, to a proposed curb inlet located 17 feet, more or less, south of the south lot line and 10 feet, more or less, east of the east lot line of Lot 10, Garden Oaks.
17. An 18" storm sewer pipe from a proposed curb inlet located 11 feet, more or less, south of the south lot line of Lot 11, Garden Oaks and on the southeast lot line of Lot 22, extended; thence southwesterly a distance of 30 feet, more or less, to a proposed curb inlet located 11 feet, more or less, north of the northeast corner of Lot 22, Garden Oaks; thence northerly and westerly a distance of 175 feet, more or less, to a proposed manhole located 100 feet, more or less, east of the northwest corner of Lot 21, Garden Oaks; thence westerly a distance of 100 feet, more or less, to a proposed manhole located 8 feet, more or less, north of the northwest corner of Lot 21, Garden Oaks; thence westerly a distance of 175 feet, more or less, to a proposed curb inlet located 11 feet, more or less, west and 11 feet, more or less, north of the northwest corner of Lot 20, Garden Oaks; thence with a 15" storm sewer pipe northerly a distance of 30 feet, more or less, to a proposed curb inlet located 11 feet, more or less, south of the north-phase line and 20 feet, more or less, east of the west phase line.
18. A 24" storm sewer pipe connecting to a proposed curb inlet located 11 feet, more or less, west and 11 feet, more or less, north of the northwest corner of Lot 20, Garden Oaks; thence southerly a distance of 110 feet, more or less, to an outlet into a retention basin within Outlot A.
19. An 18" storm sewer pipe connecting to a proposed curb inlet located 55 feet, more or less, east of the northwest corner and 20 feet, more or less, north of the north lot line of Lot 144, Garden Oaks; thence southerly and easterly a distance of 55 feet, more or less, to an outlet.

D. Construct a system of roads and

or less, south of the south lot line and 30 feet, more or less, west of the east lot line of Lot 47, Garden Oaks; thence with a 36" storm sewer pipe, south-easterly, a distance of 30 feet, more or less, to a proposed curb inlet located 11 feet, more or less, north of the north lot line and 36 feet, more or less, east of the east lot line of Lot 30, Garden Oaks; thence south-easterly a distance of 62 feet, more or less, out-letting into a retention basin within Outlot A.

9. A 30" storm sewer pipe connecting to a proposed manhole located 20 feet, more or less, east and 15 feet, more or less, south of the southeast corner of Lot 120, Garden Oaks; thence northerly a distance of 150 feet, more or less, to a proposed curb inlet located 11 feet, more or less, east of the southeast corner of Lot 119, Garden Oaks; thence with a 15" storm sewer pipe, easterly, a distance of 30 feet, more or less, to a proposed curb inlet located 11 feet, more or less, west of the southwest corner of Lot 46, Garden Oaks.

10. A 24" storm sewer pipe connecting to a proposed curb inlet located 11 feet, more or less, east of the southeast corner of Lot 119, Garden Oaks; thence northerly a distance of 175 feet, more or less, to a proposed manhole located 12 feet, more or less, south and 12 feet, more or less, east of the southeast corner of Lot 54, Garden Oaks; thence westerly a distance of 45 feet, more or less, to a proposed manhole located 7 feet, more or less, south and 35 feet, more or less, west of the southeast corner of Lot 54, Garden Oaks; thence westerly and southerly a distance of 175 feet, more or less, to a proposed manhole located 20 feet, more or less, southwest of the southwest corner of Lot 55, Garden Oaks; thence westerly and southerly, a distance of 55 feet, more or less, to a proposed curb inlet located 11 feet, more or less, south of the south lot line and 25 feet, more or less, west of the east lot line of Lot 59, Garden Oaks; thence with a 15" storm sewer pipe, southerly and easterly, a distance of 26 feet, more or less, to a proposed curb inlet located 37 feet, more or less, south of the

northerly a distance of 24 feet, more or less, to a proposed curb inlet located 11 feet, more or less, east of the east lot line and 20 feet, more or less, north of the south lot line of Lot 16, Garden Oaks; thence with a 15" storm sewer pipe north-easterly, a distance of 66 feet, more or less, to a proposed curb inlet located 11 feet, more or less, west of the northwest

let into a retention basin within Outlot A.
19. An 18" storm sewer pipe connecting to a proposed curb inlet located 55 feet, more or less, east of the northwest corner and 20 feet, more or less, north of the north lot line of Lot 144, Garden Oaks; thence southerly and easterly, a distance of 55 feet, more or less, to an outlet.

D. Construct a system of roads and

three (3) days before the date of the meeting on this Resolution, this Resolution shall not be passed.

SANITARY AND IMPROVEMENT
DISTRICT NO. 3
OF SARPY COUNTY, NEBRASKA
By: Tom Falcone, Chairman
Jeff Elliott, Clerk

1979024; 9/21, 6/28

streets and related work located as follows:

1. Robin Drive from the west property boundary line, thence easterly to existing S 185th Street.
2. S. 185th Street from proposed Greenleaf Street, thence northerly to the intersection of proposed S 185th Circle and Birch Avenue.
3. S. 185th Circle from proposed Birch Avenue, thence northerly to the center point of cul-de-sac.
4. Robin Circle from the intersection of S. 185th Street and Greenleaf Street, thence southerly to the center point of cul-de-sac.
5. S. 184th Terrace from proposed Greenleaf Street, thence northerly to the north property boundary line.
6. S. 184th Avenue from proposed Birch Avenue, thence northerly to the north property boundary line.
7. S. 184th Street from proposed Birch Avenue, thence northerly to the north property boundary line.
8. S. 183rd Street from proposed Greenleaf Street, thence northerly to proposed Black Walnut Street.
9. Birch Avenue from proposed S 185th Street, thence easterly to proposed S 183rd Street.
10. Black Walnut Street from the west property line, thence easterly to proposed S. 183rd Street. Also, from proposed S 181st Street to proposed S 180th Avenue.
11. S. 181st Street from the north property line, thence southerly to center point of cul-de-sac.
12. S. 180th Avenue from the north property line, thence southerly to existing roadway.
13. Redwood Street from the west property line, thence easterly to proposed S 180th.
14. Giles Road from the west property line, thence easterly to the proposed S 185th Street.
15. S. 185th Street from Giles Road, thence northeasterly to proposed Greenleaf Street.
16. Greenleaf Street from proposed S 185th Street, northeasterly to adjacent Lot 47.

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. 313 of Sarpy County, Nebraska.

Said plans and specifications have been reviewed by E & A Consulting Groups, 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 \$2,016,000.

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

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

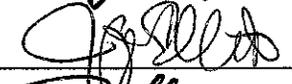
If a petition opposing this Resolution, signed by property owners representing a

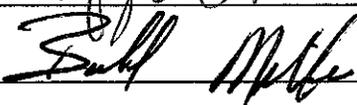
ACKNOWLEDGMENT OF RECEIPT OF
NOTICE OF MEETING

The undersigned Trustees of Sanitary and Improvement District No. 313 of Sarpy County, Nebraska do hereby acknowledge receipt of advance notice of a meeting of the Board of Trustees of said District and the agenda for such meeting held at 9:00 a.m. on October 5, 2016 at 10333 So. 152nd Street #2, Omaha, Nebraska

DATED this 5th day of October 2016



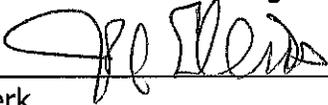




CERTIFICATE

The undersigned being Clerk of Sanitary and Improvement District No. 313 of Sarpy County, Nebraska hereby certifies that Notice of a Meeting of the Board of Trustees of said District held on October 5, 2016 was mailed to the Sarpy County Clerk of Papillion, Nebraska at least seven days prior to the date of said meeting.

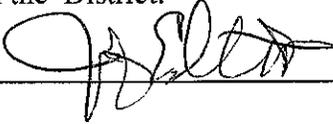
The undersigned further certifies that the agenda for the meeting of the Board of Trustees of said District was prepared and available for public inspection at the address designed in the notice of meeting published in The Bellevue Leader on September 21 and September 28, 2016 and that no items were 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 , Papillion, Nebraska within thirty days from the date of this meeting.



Clerk

CERTIFICATE

The undersigned, Clerk of Sanitary and Improvement District No. 313 of Sarpy County, Nebraska does hereby certify that notice for the construction of Storm Sewer and Paving System was posted in three (3) conspicuous places within the District.


_____ Clerk

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

SANITARY AND IMPROVEMENT
DISTRICT NO. 313
OF SARPY COUNTY, NEBRASKA

NOTICE

NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 313 of Sarpy County, Nebraska will be held at 9:00 A.M. on October 5, 2016 at 10333 So. 152nd Street #2, 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. 313 of Sarpy County, Nebraska find and determine that it is advisable and necessary for the District to construct an improvement within the boundaries of the District, said improvements to be designated as Storm Sewer and Paving System - Section I and shall be constructed as follows:

STORM SEWER AND PAVING SYSTEM

The construction of a system of paved public roads and streets of varying widths with Portland cement concrete or other approved materials with a minimum thickness of seven inches, together with integral curb and gutter, necessary removals, grading, street signs and necessary appurtenances; the installation of a storm sewer system of reinforced concrete pipe or other approved materials, together with manholes, structures, necessary appurtenances and other work that is incidental and necessary for a completed improvement.

All of the improvements are to be located in dedicated public right-of-way or dedicated public easements.

A. Construct a storm sewer system and related work as follows:

1. A 15" storm sewer pipe beginning at a proposed curb inlet located 15 feet, more or less, north and 11 feet, more or less, west of the southwest corner of Lot 79, Garden Oaks; thence westerly a distance of 25 feet, more or less, to a proposed curb inlet located 11 feet, more or less, east of the east line and on the north line extended of Lot 89, Garden Oaks; thence with an 18" storm sewer pipe southerly a distance of 150 feet, more or less, to a proposed manhole located 6 feet, more or less, east of the southeast corner of Lot 90, Garden Oaks, thence southerly and easterly a distance of 225 feet, more or less, to a proposed curb inlet located 11 feet, more or less, east of the south east corner of Lot 93, Garden Oaks; thence with a 15" storm sewer pipe northerly and easterly a distance of 38 feet, more or less, to a proposed curb inlet located 11 feet, more or less, west of the

south west corner of Lot 104, Garden Oaks.

2. An 18" storm sewer pipe connecting to a proposed curb inlet located on 11 feet, more or less, east of the south east corner of Lot 93, Garden Oaks; thence southerly and easterly a distance of 160 feet, more or less, to a proposed curb inlet located 11 feet, more or less east of the south east corner of Lot 95, Garden Oaks; thence with a 15" storm sewer pipe easterly a distance of 25 feet to a proposed curb inlet located 11 feet, more or less west of the southwest corner of Lot 102, Garden Oaks.

3. A 24" storm sewer pipe connecting to a proposed curb inlet located 11 feet, more or less, east of the south east corner of Lot 95, Garden Oaks; thence southeasterly a distance of 95 feet, more or less, to a proposed manhole located 10 feet, more or less, east of the southeast corner of Lot 96, Garden Oaks; thence southwesterly a distance of 300 feet, more or less, to a proposed manhole located 10 feet, more or less, east of the northeast corner of Lot 100, Garden Oaks; thence southerly a distance of 70 feet, more or less, to a proposed curb inlet located 40 feet, more or less, north of the south lot line of Lot 100, Garden Oaks, and 11 feet, more or less, east of the east lot line of Lot 100, Garden Oaks; thence easterly a distance of 25 feet, more or less, to a proposed curb inlet located 40 feet, more or less, north of the south lot line of Lot 100, Garden Oaks, and 36 feet, more or less, east of the east lot line of Lot 100, Garden Oaks; thence easterly a distance of 85 feet, more or less, to a retention basin within Outlot B.

4. An 18" storm sewer pipe connecting to a proposed manhole located 10 feet, more or less, east of the northeast corner of Lot 100, Garden Oaks; thence northwesterly a distance of 22 feet, more or less, to a proposed curb inlet located 22 feet, more or less, north of the northeast corner of Lot 100, Garden Oaks; thence with a 15" storm sewer pipe northeasterly a distance of 25 feet, more or less, to a proposed curb inlet located 22 feet, more or less, west of the southernmost corner of Lot 97, Garden Oaks.

5. A 36" storm sewer pipe beginning 8 feet, more or less, east and 14 feet, more or less, north of the furthest east corner of Lot 97, Garden Oaks; thence extending a distance of 200 feet, more or less, under S 185th Street and to a proposed manhole, Garden Oaks; thence with a 42" storm sewer pipe extending a distance of 55 feet, more or less, out-letting into a retention basin within Outlot B.

6. A 15" storm sewer pipe beginning at a proposed curb inlet located 11 feet, more or less, east of the east lot line and 15 feet, more or less, north of the south lot line of Lot 109, Garden Oaks; thence easterly a distance of 25 feet, more or less, to a proposed curb inlet located 11 feet, more or less, west of the west lot line and 25 feet, more or less, north of the south lot line of Lot 129, Garden Oaks; thence with an 18" storm sewer pipe southerly a distance of 25 feet, more or less, to a proposed manhole located 10 feet, more or

less, west of the southwest corner of Lot 129, Garden Oaks; thence easterly a distance of 85 feet, more or less, to a proposed curb inlet located 11 feet, more or less, south of the southwest corner of Lot 128, Garden Oaks; thence with a 15" storm sewer pipe southerly a distance of 32 feet, more or less, to a proposed curb inlet located 11 feet, more or less, north of the northeast corner of Lot 140, Garden Oaks.

7. A 24" storm sewer pipe connecting to a proposed curb inlet located 11 feet, more or less, south of the southwest corner of Lot 128, Garden Oaks; thence easterly a distance of 480 feet, more or less, to a proposed curb inlet located 11 feet, more or less, south of the southwest corner of Lot 122, Garden Oaks; thence with a 15" storm sewer pipe southerly a distance of 30 feet, more or less, to a proposed curb inlet located 11 feet, more or less, north of the northwest corner of Lot 133, Garden Oaks.

8. A 30" storm sewer pipe connecting to a proposed curb inlet located 11 feet, more or less, south of the southwest corner of Lot 122, Garden Oaks; thence easterly a distance of 240 feet, more or less, to a proposed manhole located 11 feet, more or less, south of the south lot line and 15 feet, more or less, east of the east lot line of Lot 120, Garden Oaks; thence easterly a distance of 120 feet, more or less, to a proposed curb inlet located 11 feet, more or less, south of the south lot line and 30 feet, more or less, west of the east lot line of Lot 47, Garden Oaks; thence with a 36" storm sewer pipe south-easterly a distance of 30 feet, more or less to a proposed curb inlet located 11 feet, more or less, north of the north lot line and 36 feet, more or less, east of the east lot line of Lot 30, Garden Oaks; thence south-easterly a distance of 62 feet, more or less, out-letting into a retention basin within Outlot A.

9. A 30" storm sewer pipe connecting to a proposed manhole located 20 feet, more or less, east and 15 feet, more or less, south of the southeast corner of Lot 120, Garden Oaks; thence northerly a distance of 150 feet, more or less, to a proposed curb inlet located 11 feet, more or less, east of the southeast corner of Lot 119, Garden Oaks; thence with a 15" storm sewer pipe easterly a distance of 30 feet, more or less, to a proposed curb inlet located 11 feet, more or less, west of the southwest corner of Lot 46, Garden Oaks.

10. A 24" storm sewer pipe connecting to a proposed curb inlet located 11 feet, more or less, east of the southeast corner of Lot 119, Garden Oaks; thence northerly a distance of 175 feet, more or less, to a proposed manhole located 12 feet, more or less, south and 12 feet, more or less, east of the southeast corner of Lot 54, Garden Oaks; thence westerly a distance of 45 feet, more or less, to a proposed manhole located 7 feet, more or less, south and 35 feet, more or less, west of the southeast corner of Lot 54, Garden Oaks; thence westerly and southerly a distance of 175 feet, more or less, to a proposed manhole located 20 feet, more or

less, southwest of the southwest corner of Lot 55, Garden Oaks; thence westerly and southerly a distance of 55 feet, more or less, to a proposed curb inlet located 11 feet, more or less, south of the south lot line and 25 feet, more or less, west of the east lot line of Lot 59, Garden Oaks; thence with a 15" storm sewer pipe southerly and easterly a distance of 26 feet, more or less, to a proposed curb inlet located 37 feet, more or less, south of the south lot line and 26 feet, more or less, west of the east lot line of Lot 59, Garden Oaks.

11. An 18" storm sewer pipe connecting to a proposed manhole located 11 feet, more or less, west and 11 feet, more or less, south of the south west corner of Lot 55, Garden Oaks; thence north-westerly a distance of 28 feet, more or less, to a proposed curb inlet located 11 feet, more or less, west of the west lot line and 15 feet, more or less, north of the south lot line of Lot 55, Garden Oaks; thence with a 15" storm sewer pipe westerly a distance of 26 feet, more or less, to a proposed curb inlet located 11 feet, more or less, east of the east lot line and 20 feet, more or less, north of the south lot line of Lot 59, Garden Oaks.

12. A 15" storm sewer pipe from a proposed curb inlet located 11 feet, more or less, north of the northeast corner of Lot 117, Garden Oaks; thence northerly a distance of 28 feet, more or less, connecting to a proposed curb inlet located 11 feet, more or less, south of the south lot line and 25 feet, more or less, west of the east lot line of Lot 59, Garden Oaks; thence with an 18" storm sewer pipe westerly and southerly a distance of 475 feet, more or less, to a proposed curb inlet located 11 feet, more or less, south of the south lot line and 32 feet, more or less, east of the west lot line of Lot 68, Garden Oaks; thence with a 15" storm sewer pipe southerly a distance of 25 feet, more or less, to a proposed curb inlet located 11 feet, more or less, north of the northwest corner of Lot 112, Garden Oaks.

13. An 18" storm sewer pipe from a proposed curb inlet located 37 feet, more or less, south of the southeast corner of Lot 34, Garden Oaks; thence northerly a distance of 25 feet, more or less, to a proposed curb outlet located 12 feet, more or less, south of the southeast corner of Lot 34; thence northerly a distance of 150 feet, more or less, to an outlet into a retention basin within Outlot A.

14. A 15" storm sewer pipe from a proposed curb inlet located 11 feet, more or less, east of the northeast corner of Lot 28, Garden Oaks; thence easterly a distance of 22 feet, more or less, to a proposed curb inlet located 11 feet, more or less, west of the west lot line and 72 feet, more or less, north of the south lot line of Lot 15, Garden Oaks; thence with an 18" storm sewer pipe south-easterly a distance of 82 feet, more or less, to a proposed manhole located 20 feet, more or less, south of the southwest corner of Lot 15, Garden Oaks; thence with a 24" storm sewer pipe north-easterly a distance of 225, more or less, to a proposed manhole

located 20 feet, more or less, east of the southeast corner of Lot 16, Garden Oaks; thence with an 18" storm sewer pipe northerly a distance of 24 feet, more or less, to a proposed curb inlet located 11 feet, more or less, east of the east lot line and 20 feet, more or less, north of the south lot line of Lot 16, Garden Oaks; thence with a 15" storm sewer pipe north-easterly a distance of 68 feet, more or less, to a proposed curb inlet located 11 feet, more or less, west of the northwest corner of Lot 10, Garden Oaks.

15. A 24" storm sewer pipe connecting to a proposed manhole located 20 feet, more or less, south of the southwest corner of Lot 15, Garden Oaks; thence southerly and easterly a distance of 130 feet, more or less, to a proposed curb inlet located 40 feet, more or less, east of the southeast corner of Lot 29, Garden Oaks; thence southerly and easterly a distance of 225 feet, more or less, to a proposed manhole located 45 feet, more or less, northeast of the southeast corner of Lot 32, Garden Oaks; thence southerly and easterly a distance of 115 feet, more or less, to a proposed curb inlet located 28 feet, more or less, east of the eastern most corner of Lot 33, Garden Oaks; thence with a 30" storm sewer pipe southerly a distance of 56 feet, more or less, to an outlet into a retention basin within Outlot A.

16. An 18" storm sewer pipe connecting to a proposed manhole located 11 feet, more or less, west of the western most corner of Lot 11, Garden Oaks; thence north-westerly a distance of 288 feet, more or less, to a proposed curb inlet located 25 feet, more or less, north of the northeast corner of Lot 11, Garden Oaks; thence with a 15" storm sewer pipe northerly a distance of 28 feet, more or less, to a proposed curb inlet located 17 feet, more or less, south of the south lot line and 10 feet, more or less, east of the east lot line of Lot 10, Garden Oaks.

17. An 18" storm sewer pipe from a proposed curb inlet located 11 feet, more or less, south of the south lot line of Lot 1, Garden Oaks and on the southeast lot line of Lot 22, extended; thence south-westerly a distance of 30 feet, more or less, to a proposed curb inlet located 11 feet, more or less, north of the northeast corner of Lot 22, Garden Oaks; thence northerly and westerly a distance of 175 feet, more or less, to a proposed manhole located 100 feet more or less, east of the northwest corner of Lot 21, Garden Oaks; thence westerly a distance of 100 feet, more or less, to a proposed manhole located 8 feet, more or less, north of the northwest corner of Lot 21, Garden Oaks; thence westerly a distance of 175 feet, more or less, to a proposed curb inlet located 11 feet, more or less, west and 11 feet, more or less, north of the northwest corner of Lot 20, Garden Oaks; thence with a 15" storm sewer pipe northerly a distance of 30 feet, more or less, to a proposed curb inlet located 11 feet, more or less, south of the north phase line and 20 feet, more or less, east of the west phase line.

18. A 24" storm sewer pipe connecting to a proposed curb inlet located 11 feet,

more or less, west and 11 feet, more or less, north of the northwest corner of Lot 20, Garden Oaks; thence southerly a distance of 110 feet, more or less, to an outlet into a retention basin within Outlot A.

19. An 18" storm sewer pipe connecting to a proposed curb inlet located 55 feet, more or less, east of the northwest corner and 20 feet, more or less, north of the north lot line of Lot 144, Garden Oaks; thence southerly and easterly a distance of 55 feet, more or less, to an outlet.

D. Construct a system of roads and streets and related work located as follows:

1. Robin Drive from the west property boundary line, thence easterly to existing S 185th Street.
2. S 185th Street from proposed Greenleaf Street, thence northerly to the intersection of proposed S 185th Circle and Birch Avenue.
3. S 185th Circle from proposed Birch Avenue, thence northerly to the center point of cul-de-sac.
4. Robin Circle from the intersection of S 185th Street and Greenleaf Street, thence southerly to the center point of cul-de-sac.
5. S 184th Terrace from proposed Greenleaf Street, thence northerly to the north property boundary line.
6. S 184th Avenue from proposed Birch Avenue, thence northerly to the north property boundary line.
7. S 184th Street from proposed Birch Avenue, thence northerly to the north property boundary line.
8. S 183rd Street from proposed Greenleaf Street, thence northerly to proposed Black Walnut Street.
9. Birch Avenue from proposed S 185th Street, thence easterly to proposed S 183rd Street.
10. Black Walnut Street from the west property line, thence easterly to proposed S 183rd Street. Also, from proposed S 181st Street to proposed S 180th Avenue.
11. S 181st Street from the north property line, thence southerly to center point of cul-de-sac.
12. S 180th Avenue from the north property line, thence southerly to existing roadway.
13. Redwood Street from the west property line, thence easterly to proposed S 180th
14. Giles Road from the west property line, thence easterly to the proposed S 185th Street.
15. S 185th Street from Giles Road, thence northeasterly to proposed Greenleaf Street.
16. Greenleaf Street from proposed S 185th Street, northeasterly to adjacent of Lot 47.

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. 313 of Sarpy County, Nebraska.

Said plans and specifications have been reviewed by E & A Consulting Groups, engineers for the District and said engineers have filed with the Clerk of the

The Omaha World-Herald Ad Order Confirmation

Ad Content

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 \$2,016,000.

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

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

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

SANITARY AND IMPROVEMENT
DISTRICT NO. 313
OF SARPY COUNTY, NEBRASKA
By: Tom Falcone, Chairman
Jeff Elliott, Clerk

Ad Number 0001979024-01

Sales Rep. lestepbronk

Order Taker lestepbronk

Ad Type SNI Legals

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PO Number SID 313

Color B&W

Promo Type

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Customer Account
40972

Customer Address
ATTN: BRIANNA M JOHNSON,
OMAHA NE 68144 USA

Customer Phone
(402)334-0700

Ordered By

Special Pricing

None

Invoice Text

SID 313

Materials

Ad Order Notes

<u>Tear Sheets</u>	<u>Proofs</u>	<u>Blind Box</u>
0	0	

<u>Net Amount</u>	<u>Total Amount</u>
\$390.39	\$390.39

Payment Method

<u>Payment Amount</u>	<u>Amount Due</u>
\$0.00	\$390.39

<u>Product Information</u>	<u>Placement/Classification</u>	<u>Run Dates</u>	<u># Inserts</u>	<u>Cost</u>
SNI Classified:	Bellevue Legals SNI Legals Bellevue-Appears	9/21/2016, 9/28/2016	2	\$390.39

CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT made and entered into by and between the Chairman and the Board of Trustees of Sarpy County Sanitary and Improvement District ("SID") No. 313 (hereinafter called the "Board") and E & A Consulting Group, Inc. ("E&A"), 10909 Mill Valley Road, Suite 100, Omaha, Nebraska (hereinafter called the "Engineer").

WITNESSETH THAT:

WHEREAS, the Board desires to engage the Engineer to render professional engineering and land surveying services to provide preliminary studies, preliminary estimates of costs, preparation of plans and specifications, advice in connection with award of contracts, furnishing observation & staking during construction, and preparing assessment schedules and plats, all as detailed hereinafter in connection with improvements for the development of Garden Oaks, a subdivision located in Sarpy County, Nebraska, E&A Project #P2015.497.001.

WHEREAS, the Board plans to take all necessary legal steps for the Sanitary and Improvement District to be able to finance the construction of improvements and all related costs in accordance with the Engineer's plans and specifications.

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

ARTICLE I: SCOPE OF SERVICES

For a consideration to be paid by the Board as hereinafter set forth, the Engineer agrees to perform the following services in connection with the construction of improvements in Sanitary and Improvement District No. 313, Sarpy County, Nebraska.

1. Preliminary Services

The Preliminary Services include review of existing conditions at the construction site, determination of approximate location and size of existing utility lines, perform preliminary engineering surveys to obtain basic predesign data for the design of improvements, prepare the SID boundary survey and consultation with the SID to determine the design standards that are most suitable for the improvement to be constructed and evaluation of design criteria to establish design standards suitable for the improvements to be constructed.

2. Design Services

The Design Services include making the computations, designs, detailed working drawings, specifications and documents required for receiving bids, awarding construction contracts and documents used by contractors during the construction of the project.

- a. Engineer will prepare forms for contract documents including proposals, advertisements, construction contracts and performance bonds as required, all subject to approval of the Board's legal counsel.
- b. Board will be furnished two (2) complete sets of plans and specifications for work to be advertised for construction contracts. Plans and specifications will be furnished to

governmental units and utility organizations for review and approval as required. Extra sets of plans and specifications requested by other interested parties will be furnished by the Engineer at its reproduction cost thereof.

- c. Engineer will assist the Board in securing construction bids for the improvement projects, and assist at the bid opening and letting.
- d. Engineer will tabulate and analyze construction bids and provide advice and assistance to the Board in award of construction contracts.

3. Construction Management and Construction Staking Services

These services consist of general engineering & land surveying services provided during the construction in the form of general engineering guidance, periodic review of the construction to observe the work for general conformance with the plans and specifications, and periodic review of construction progress and computation of project costs. These services include:

- a. Establishing horizontal and vertical control from which construction staking may be accomplished.
- b. Assisting in the interpretation of plans and specifications.
- c. Coordinate the work of testing laboratories in connection with test borings, subsurface explorations and laboratory tests of construction materials as required, but the Engineer in no way assumes responsibility for the services performed by said personnel and/or laboratories. All reports from such testing laboratories shall be received by the Engineer, and such information shall be interpreted for use in preparation of final design of improvements and/or determination of acceptability of various phases of the progress during the construction period. Actual cost of work done by testing laboratories will be paid for by the Board.
- d. Reviewing shop drawings and related data of the contractors and manufacturers, if required.
- e. Reviewing and processing contractors' periodic payment requests.
- f. Consulting with and advising the Board or its representatives during construction.
- g. Make recommendations to the Board relating to acceptance of the construction work.
- h. Regular, periodic observation of the work for substantial compliance with the plans and specifications
- i. Keeping a record or log of the contractors' construction activities including notations on the nature and costs of any extra work, field changes or change orders during construction.
- j. Provide field layout of all improvements at the location and grade shown on the plans.

4. Water, Gas and Power Installation Coordination

Services include coordinating the installation of water, gas and underground power, i.e. preparing the applications and supporting data, contract review and processing, scheduling and seeing that the site is properly prepared for utility construction. Services also include staking hydrant locations for water and staking lot corners (one-time only) for power installation.

5. As-Built Drawings

Provides for quantity and measurement determinations, for necessary field surveys and for preparation of drawings reflecting as-staked locations and elevations of improvements as required by any government agency and/or the Board.

6. Assessments

Provides for performing assessment-related computations, for assisting the Board in determining the special assessment amounts and for preparing the necessary assessment plat and schedule.

7. Special Studies & Services Beyond this Scope of Services

This item includes studies or work items that are beyond the basic scope of design, necessary to provide data relating to the feasibility, scope, configuration or location of the improvements that may be necessary to establish design criteria. Examples of specialized studies include traffic impact analyses, speed studies, alternative route studies, wetland delineations, mitigation studies for wetlands or waters of the US situations, 404 permits that are not "Nationwide" permits, right-of-way or easement legal description preparation, right-of-way or easement acquisition services and other special studies necessary for the design of a project.

ARTICLE II: PAYMENT

1. Preliminary Services

The Board agrees to pay the Engineer a lump sum fee of \$50,000 for Preliminary Services.

The above fees shall become due and payable to the Engineer in accordance with the following schedule:

Initial Resolution of Necessity	50%
Recordation of the Final Plat	50%

2. Design Services

The Board hereby agrees to pay the Engineer for the engineering design services in accordance with the following fee schedule:

A. SANITARY SEWERS

This includes design of all interior collection sewers, lateral sewers, outfall sewers, lift stations and force mains if required for the project. Fees shall be computed as a percentage of construction costs as follows:

<u>Construction Costs</u>	<u>% Fee</u>
Less than \$50,000	14.0%
\$50,000 to \$100,000	12.5%
\$100,000 to \$300,000	10.5%
\$300,000 to \$500,000	9.5%
\$500,000 to \$750,000	8.5%
\$750,000 to \$1,000,000	8.0%

Over \$1,000,000	7.5%
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The above fees shall become due and payable to the Engineer in accordance with the following schedule:

Final Plans and Specifications Completed	85%
Construction Contract Awarded	10%
Completion of Construction	5%

B. PAVING

This includes design of interior and exterior paving for the project and may include related items such as traffic signals, signage, sidewalks, bridges and ADA improvements. Fees shall be computed as a percentage of construction costs as follows:

<u>Construction Costs</u>	<u>% Fee</u>
Less than \$50,000	14.0%
\$50,000 to \$100,000	12.5%
\$100,000 to \$300,000	10.5%
\$300,000 to \$500,000	9.5%
\$500,000 to \$750,000	8.5%
\$750,000 to \$1,000,000	8.0%
Over \$1,000,000	7.5%

The above fees shall become due and payable to the Engineer in accordance with the following schedule:

Final Plans and Specifications Completed	85%
Construction Contract Awarded	10%
Completion of Construction	5%

C. STORM SEWER

This includes design of main storm sewers, culverts, discharge controls, inlets, connecting lines for the project. This also includes design of the Post Construction Stormwater Management Plan. This section would also include the design of stormwater basin removal or modification plans that are paid for by the Board from the Construction Fund of the District. Fees shall be computed as a percentage of construction costs as follows:

<u>Construction Costs</u>	<u>% Fee</u>
Less than \$50,000	15.0%
\$50,000 to \$100,000	14.0%
\$100,000 to \$300,000	12.0%
\$300,000 to \$500,000	10.0%
\$500,000 to \$750,000	9.0%
\$750,000 to \$1,000,000	8.5%
Over \$1,000,000	8.0%

The above fees shall become due and payable to the Engineer in accordance with the following schedule:

Final Plans and Specifications Completed	85%
Construction Contract Awarded	10%
Completion of Construction	5%

D. TRAIL & PARK IMPROVEMENTS

This includes design of park improvements and trail improvements if required for the project for fees computed as a percentage of construction costs as follows:

<u>Construction Costs</u>	<u>% Fee</u>
Less than \$50,000	14.0%
\$50,000 to \$100,000	12.5%
\$100,000 to \$300,000	10.5%
\$300,000 to \$500,000	9.5%
\$500,000 to \$750,000	8.5%
\$750,000 to \$1,000,000	8.0%
Over \$1,000,000	7.5%

The above fees shall become due and payable to the Engineer in accordance with the following schedule:

Final Plans and Specifications Completed	85%
Construction Contract Awarded	10%
Completion of Construction	5%

3. Construction Management & Construction Staking Services

The Board hereby agrees to pay the Engineer for the construction management & construction staking services in accordance with the following fee schedule:

SANITARY SEWER, STORM SEWER, PAVING & TRAIL/PARKS – Fees for construction management and construction staking for these items of work shall be computed as a percentage of construction costs as follows:

<u>Construction Costs</u>	<u>% Fee</u>
Less than \$50,000	14.0%
\$50,000 to \$100,000	12.5%
\$100,000 to \$300,000	10.5%
\$300,000 to \$500,000	9.5%
\$500,000 to \$750,000	8.5%
\$750,000 to \$1,000,000	8.0%
Over \$1,000,000	7.5%

The above fees shall become due and payable to the Engineer in accordance with the following schedule:

Monthly Billings Proportional to the % of Construction Completed

4. Water, Power & Gas Coordination

The Board hereby agrees to pay the Engineer for the water, power & gas coordination services in accordance with the following fee schedule:

A. Interior & Exterior Water and Gas

The fee for coordination of contracts and staking for interior and exterior water systems to be constructed by the Metropolitan Utilities District shall be 4.0% of the MUD contract amount.

The above fee will become due and payable to the Engineer in accordance with the following schedule:

MUD Contract Executed	50%
Water & Gas Installation Substantially Complete	50%

B. Power

The fee for coordination of contracts and staking lot corners one time for underground power to be constructed by the Omaha Public Power District shall be 9.0% of the OPPD contract amount. Re-staking will be billed hourly.

The above fee will become due and payable to the Engineer in accordance with the following schedule:

OPPD Contract Executed	25%
Power Installation Substantially Complete	75%

5. As-Built Plans

A lump sum fee of \$9,500 to draft, assemble and submit as-built drawings of public improvements to the approving municipality for each segment of construction plans i.e. sanitary, paving and storm, and water.

6. Assessments

A lump sum fee of \$9,950 to compute and certify assessments for each phase of the subdivision.

7. Special Studies and Services that are Beyond this Scope of Services

This work shall be paid for on an hourly basis.

ARTICLE III: ADDITIONAL PROVISIONS

1. Engineer may bill the Board for direct reimbursable expenses with a five percent mark-up for costs directly related to the project including, but not limited to, permit fees, recording fees and reproduction fees. Mileage and cell phone fees are included in the lump sum percentage fees.
2. The Engineer hereby agrees to comply with all federal, state and local laws, rules and ordinances applicable to the work under this contract.
3. The Engineer hereby agrees 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.
4. The Engineer hereby agrees to affix the seal of a registered professional engineer employed by it and licensed to practice in the State of Nebraska on all Plans and Specifications prepared hereunder.
5. The Engineer is authorized to construct and erect at Engineer's cost on-site sign(s) no larger than 4' x 8' which identifies the Engineer as the party providing professional services for this project. The location and number of such sign(s) shall be determined by the Engineer and the Board.
6. The Engineer agrees to pay to all persons, firms or corporations having contracts directly with Engineer, or with subcontractors of the Engineer, all just claims due them for the payment of all material and equipment furnished, and for the payment of material and equipment rental which is actually used or rented in the performance of this contract.
7. Appendix "A" ("Terms and Conditions") and Appendix "B" ("Insurance Requirements") are attached to and made part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract this 14th day of March, 2016.

Board

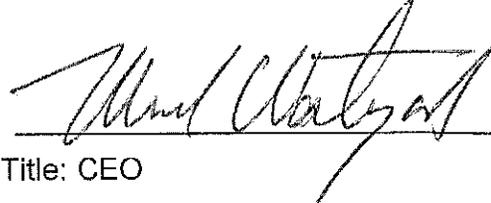
Sarpy County Sanitary and Improvement District No. 313



Title: Chairman, Board of Trustees
Name: Thomas Falcone

Engineer

E & A Consulting Group, Inc.
10909 Mill Valley Road, Suite 100
Omaha, NE 68154



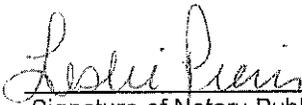
Title: CEO
Name: Mark A. Westergard

Acknowledgement

State of Nebraska
s.s.
County of Sarpy

The foregoing instrument was acknowledged before me this 14th day of March, 2016 by Thomas Falcone, (printed name) Chairman, Board of Trustees (printed title of position)

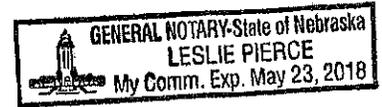


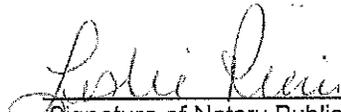

Signature of Notary Public

Acknowledgement

State of Nebraska
s.s.
County of Sarpy

The foregoing instrument was acknowledged before me this 14th day of March, 2016 by Mark A. Westergard, CEO, of E & A Consulting Group, Inc., a Nebraska corporation, on behalf of the corporation.




Signature of Notary Public

Appendix "A" Terms and Conditions

1.01 Basic Agreement

E & A Consulting Group, Inc. ("E&A") shall provide, or cause to be provided, the services set forth in the Proposal for Professional Services, and Client shall pay E&A for such Services.

2.01 Invoicing

E&A will prepare a monthly invoice in accordance with E&A's standard invoicing practices and submit the invoice to Client. Invoices are due and payable within thirty (30) days of receipt. If Client fails to make any payment due E&A for services and expenses within thirty (30) days after the date of E&A's invoice, then the amounts due E&A will be increased at the rate of 1.5% per month from said thirtieth (30th) day. E&A may, without liability, after giving seven (7) days written notice to Client, suspend services under this Agreement until E&A has been paid in full all amounts due for services, expenses, and other related charges. Client agrees to pay any and all reasonable charges incurred by E&A for the collection of unpaid invoices. Payments will be credited first to interest and then to principal.

3.01 Additional Services

If authorized by Client, or if required because of changes in the Project, E&A shall furnish services in addition to those set forth in the Proposal for Professional Services. Client shall pay E&A for such additional services as follows: For additional services of E&A's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of E&A's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and E&A's subconsultants' charges, if any.

4.01 Design with Construction Phase Services

- A. E&A shall not at any time supervise, direct, or have control over any contractor's work, nor shall E&A have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- B. E&A neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Client and such contractor.
- C. E&A shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except E&A's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Client without consultation and advice of E&A.

5.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause:
 - (a) By either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party except as stipulated in Section 2.01.
 - (b) By E&A:
 - (i) Upon seven (7) days written notice if E&A believes that E&A is being requested by Client to furnish or perform services contrary to E&A's responsibilities as a licensed professional; or
 - (ii) Upon seven (7) days written notice if E&A's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond E&A's control.
 - (iii) E&A shall have no liability to Client on account of such termination.
 - 2. For convenience by Client effective upon the receipt of notice by E&A.
 - 3. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than fourteen (14) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such fourteen (14) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, thirty (30) days after the date of receipt of the notice.
 - 4. The terminating party under paragraphs 5.01.A.1 or 5.01.A.2 may set the effective date of termination at a time up to thirty (30) days later than otherwise provided to allow E&A to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

Client's Initials _____

6.01 Controlling Law

This Agreement is to be governed by the law of the state in which the Project is located.

7.01 Successors, Assigns, and Beneficiaries

A. Client and E&A each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Client and E&A (and to the extent permitted by paragraph 7.01.B the assigns of Client and E&A) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Client nor E&A may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

8.01 Defects in Service

The Client shall promptly report to E&A any defects or suspected defects in E&A's services of which the Client becomes aware, so that E&A may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contracts and shall require all subcontracts at any level to contain a like requirement. Should legal liability for the defects exist, failure by the Client and the Client's contractors or subcontractors to notify E&A shall relieve E&A of any liability for costs of remedying the defects above the sum the remedy would have cost had prompt notification been given when such defects were first discovered.

9.01 Insurance

E&A will carry insurance as detailed in Appendix "B" ("Insurance Requirements"). At the Client's request, E&A will provide an Acond certificate of insurance executed by a licensed representative of the participating insurer(s).

10.01 General Considerations

A. The standard of care for all professional services performed or furnished by E&A under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. E&A makes no warranties, express or implied, under this Agreement or otherwise, in connection with E&A's services. E&A and its subconsultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. All design documents prepared or furnished by E&A are instruments of service, and E&A retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

C. To the fullest extent permitted by law, Client and E&A:

1. Waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and
2. Agree that Client shall indemnify, defend, and save E&A harmless from and against any liability, claim, judgment, demand, or cause of action arising out of or relating to:
 - (a) Client's breach of this Agreement;
 - (b) The negligent acts or omissions of Client or its employees, contractors or agents;
 - (c) Any allegation that E&A is the owner or operator of a site or arranged for the treatment, transportation or disposal of hazardous materials including the adverse health effects thereof, and
 - (d) Site access or damage to any subterranean structures or any damage required for site access.
3. Where the services included the preparation of plans and specifications, agree that Client will have its construction contractors agree in writing to indemnify and save harmless E&A from and against loss, damage, injury or liability attributable to personal injury or property damage arising out of or resulting from such contractor's performance or non-performance of their work. Contractor shall be required to list the E&A, and any subconsultants of E&A, as an additional insured, including completed operations, on a primary and non-contributory basis
4. Agree that E&A's total liability to Client under this Agreement shall be limited to the insurance shown in Section 9.01. All claims by Client shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.
5. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and E&A agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation.
6. The Client and E&A further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

Client's Initials _____

Appendix "B" Insurance Requirements

General Liability

- Limits: \$1,000,000 per Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Completed Operations Aggregate
\$1,000,000 Personal and Advertising Injury
- Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- General Aggregate to apply on a Per Project Basis.

Automobile Liability

- Limits: \$1,000,000 CSL per Accident
- Coverage shall apply to all Owned, Hired, and Non-Owned Autos.

Workers Compensation

- Limits: Statutory coverage for the state where the project is located
- Employers Liability limits: \$500,000 each Accident
\$100,000 Disease – Per Person
\$500,000 Disease – Policy Limit

Umbrella / Excess

- Limits: \$1,000,000 per Occurrence
- Policy shall provide liability coverage in excess of the specified Workers Compensation/Employers Liability, Commercial General Liability and Auto Liability.

Professional Liability

- Limits: \$2,000,000 per Occurrence
\$4,000,000 General Aggregate.
- Policy shall provide for a retroactive date prior to the starting date of services for which this agreement applies.

Client's Initials _____

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

SANITARY AND IMPROVEMENT DISTRICT NO. 313
OF SARPY COUNTY, NEBRASKA

NOTICE

NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 313 of Sarpy County, Nebraska will be held at **9:00 A.M. on October 5, 2016 at 10333 So. 152nd Street #2, 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. 313 of Sarpy County, Nebraska find and determine that it is advisable and necessary for the District to construct an improvement within the boundaries of the District, said improvements to be designated as Storm Sewer and Paving System – Section I and shall be constructed as follows:

STORM SEWER AND PAVING SYSTEM

The construction of a system of paved public roads and streets of varying widths with Portland cement concrete or other approved materials with a minimum thickness of seven inches, together with integral curb and gutter, necessary removals, grading, street signs and necessary appurtenances; the installation of a storm sewer system of reinforced concrete pipe or other approved materials, together with manholes, structures, necessary appurtenances and other work that is incidental and necessary for a completed improvement.

All of the improvements are to be located in dedicated public right-of-way or dedicated public easements.

A. Construct a storm sewer system and related work as follows:

1. A 15" storm sewer pipe beginning at a proposed curb inlet located 15 feet, more or less, north and 11 feet, more or less, west of the southwest corner of Lot 79, Garden Oaks; thence westerly a distance of 25 feet, more or less, to a proposed curb inlet located 11 feet, more or less, east of the east line and on the north line extended of Lot 89, Garden Oaks; thence with an 18" storm sewer

*Present 9/14/16
Pub 9/21/16
Opp 10/5/16*

pipe southerly a distance of 150 feet, more or less, to a proposed manhole located 6 feet, more or less, east of the southeast corner of Lot 90, Garden Oaks, thence southerly and easterly a distance of 225 feet, more or less, to a proposed curb inlet located 11 feet, more or less, east of the south east corner of Lot 93, Garden Oaks; thence with a 15" storm sewer pipe northerly and easterly a distance of 38 feet, more or less, to a proposed curb inlet located 11 feet, more or less, west of the south west corner of Lot 104, Garden Oaks.

2. An 18" storm sewer pipe connecting to a proposed curb inlet located on 11 feet, more or less, east of the south east corner of Lot 93, Garden Oaks; thence southerly and easterly a distance of 160 feet, more or less, to a proposed curb inlet located 11 feet, more or less east of the south east corner of Lot 95, Garden Oaks; thence with a 15" storm sewer pipe easterly a distance of 25 feet to a proposed curb inlet located 11 feet, more or less west of the southwest corner of Lot 102, Garden Oaks.
3. A 24" storm sewer pipe connecting to a proposed curb inlet located 11 feet, more or less, east of the south east corner of Lot 95, Garden Oaks; thence southeasterly a distance of 95 feet, more or less, to a proposed manhole located 10 feet, more or less, east of the southeast corner of Lot 96, Garden Oaks; thence southwesterly a distance of 300 feet, more or less, to a proposed manhole located 10 feet, more or less, east of the northeast corner of Lot 100, Garden Oaks; thence southerly a distance of 70 feet, more or less, to a proposed curb inlet located 40 feet, more or less, north of the south lot line of Lot 100, Garden Oaks, and 11 feet, more or less, east of the east lot line of Lot 100, Garden Oaks; thence easterly a distance of 25 feet, more or less, to a proposed curb inlet located 40 feet, more or less, north of the south lot line of Lot 100, Garden Oaks, and 36 feet, more or less, east of the east lot line of Lot 100, Garden Oaks; thence easterly a distance of 85 feet, more or less, to a retention basin within Outlot B.
4. An 18" storm sewer pipe connecting to a proposed manhole located 10 feet, more or less, east of the northeast corner of Lot 100, Garden Oaks; thence north-westerly a distance of 22 feet, more or less, to a proposed curb inlet located 22 feet, more or less, north of the northeast corner of Lot 100, Garden Oaks; thence with a 15" storm sewer pipe northeasterly a distance of 25 feet, more or less, to a proposed curb inlet located 22 feet, more or less, west of the southernmost corner of Lot 97, Garden Oaks.
5. A 36" storm sewer pipe beginning 8 feet, more or less, east and 14 feet, more or less, north of the furthest east corner of Lot 97, Garden Oaks; thence extending a distance of 200 feet, more or less, under S 185th Street and to a proposed manhole, Garden Oaks; thence with a 42" storm sewer pipe extending a distance of 55 feet, more or less, out-letting into a retention basin within Outlot B.

6. A 15" storm sewer pipe beginning at a proposed curb inlet located 11 feet, more or less, east of the east lot line and 15 feet, more or less, north of the south lot line of Lot 109, Garden Oaks; thence easterly a distance of 25 feet, more or less, to a proposed curb inlet located 11 feet, more or less, west of the west lot line and 25 feet, more or less, north of the south lot line of Lot 129, Garden Oaks; thence with an 18" storm sewer pipe southerly a distance of 25 feet, more or less, to a proposed manhole located 10 feet, more or less, west of the southwest corner of Lot 129, Garden Oaks; thence easterly a distance of 85 feet, more or less, to a proposed curb inlet located 11 feet, more or less, south of the southwest corner of Lot 128, Garden Oaks; thence with a 15" storm sewer pipe southerly a distance of 32 feet, more or less, to a proposed curb inlet located 11 feet, more or less, north of the northeast corner of Lot 140, Garden Oaks.
7. A 24" storm sewer pipe connecting to a proposed curb inlet located 11 feet, more or less, south of the southwest corner of Lot 128, Garden Oaks; thence easterly a distance of 480 feet, more or less, to a proposed curb inlet located 11 feet, more or less, south of the southwest corner of Lot 122, Garden Oaks; thence with a 15" storm sewer pipe southerly a distance of 30 feet, more or less, to a proposed curb inlet located 11 feet, more or less, north of the northwest corner of Lot 133, Garden Oaks.
8. A 30" storm sewer pipe connecting to a proposed curb inlet located 11 feet, more or less, south of the southwest corner of Lot 122, Garden Oaks; thence easterly a distance of 240 feet, more or less, to a proposed manhole located 11 feet, more or less, south of the south lot line and 15 feet, more or less, east of the east lot line of Lot 120, Garden Oaks; thence easterly a distance of 120 feet, more or less, to a proposed curb inlet located 11 feet, more or less, south of the south lot line and 30 feet, more or less, west of the east lot line of Lot 47, Garden Oaks; thence with a 36" storm sewer pipe south-easterly a distance of 30 feet, more or less to a proposed curb inlet located 11 feet, more or less, north of the north lot line and 36 feet, more or less, east of the east lot line of Lot 30, Garden Oaks; thence south-easterly a distance of 62 feet, more or less, out-letting into a retention basin within Outlot A.
9. A 30" storm sewer pipe connecting to a proposed manhole located 20 feet, more or less, east and 15 feet, more or less, south of the southeast corner of Lot 120, Garden Oaks; thence northerly a distance of 150 feet, more or less, to a proposed curb inlet located 11 feet, more or less, east of the southeast corner of Lot 119, Garden Oaks; thence with a 15" storm sewer pipe easterly a distance of 30 feet, more or less, to a proposed curb inlet located 11 feet, more or less, west of the southwest corner of Lot 46, Garden Oaks.
10. A 24" storm sewer pipe connecting to a proposed curb inlet located 11 feet, more or less, east of the southeast corner of Lot 119, Garden Oaks; thence northerly a distance of 175 feet, more or less, to a proposed manhole located 12 feet, more or less, south and 12 feet, more or less, east of the southeast corner of Lot 54, Garden Oaks; thence westerly a distance of 45 feet, more or less, to a proposed manhole located 7 feet, more or less, south and 35 feet, more or less, west of the southeast corner of Lot 54, Garden Oaks; thence westerly and southerly a distance of 175 feet, more or less, to a proposed manhole located 20 feet, more or less, southwest of the southwest corner of Lot 55, Garden Oaks; thence westerly and southerly a distance of 55 feet, more or less, to a proposed curb inlet located 11 feet, more or less, south of the south lot line and 25 feet, more or less, west of the east lot line of Lot 59, Garden Oaks; thence with a 15" storm sewer pipe southerly and easterly a distance of 26 feet, more or less, to a proposed curb inlet located 37 feet, more or less, south of the south lot line and 26 feet, more or less, west of the east lot line of Lot 59, Garden Oaks.

11. An 18" storm sewer pipe connecting to a proposed manhole located 11 feet, more or less, west and 11 feet, more or less, south of the south west corner of Lot 55, Garden Oaks; thence north-westerly a distance of 28 feet, more or less, to a proposed curb inlet located 11 feet, more or less, west of the west lot line and 15 feet, more or less, north of the south lot line of Lot 55, Garden Oaks; thence with a 15" storm sewer pipe westerly a distance of 26 feet, more or less, to a proposed curb inlet located 11 feet, more or less, east of the east lot line and 20 feet, more or less, north of the south lot line of Lot 59, Garden Oaks.
12. A 15" storm sewer pipe from a proposed curb inlet located 11 feet, more or less, north of the northeast corner of Lot 117, Garden Oaks; thence northerly a distance of 28 feet, more or less, connecting to a proposed curb inlet located 11 feet, more or less, south of the south lot line and 25 feet, more or less, west of the east lot line of Lot 59, Garden Oaks; thence with an 18" storm sewer pipe westerly and southerly a distance of 475 feet, more or less, to a proposed curb inlet located 11 feet, more or less, south of the south lot line and 32 feet, more or less, east of the west lot line of Lot 68, Garden Oaks; thence with a 15" storm sewer pipe southerly a distance of 25 feet, more or less, to a proposed curb inlet located 11 feet, more or less, north of the northwest corner of Lot 112, Garden Oaks.
13. An 18" storm sewer pipe from a proposed curb inlet located 37 feet, more or less, south of the southeast corner of Lot 34, Garden Oaks; thence northerly a distance of 25 feet, more or less, to a proposed curb outlet located 12 feet, more or less, south of the southeast corner of Lot 34; thence northerly a distance of 150 feet, more or less, to an outlet into a retention basin within Outlot A.
14. A 15" storm sewer pipe from a proposed curb inlet located 11 feet, more or less, east of the northeast corner of Lot 28, Garden Oaks; thence easterly a distance of 22 feet, more or less, to a proposed curb inlet located 11 feet, more or less, west of the west lot line and 72 feet, more or less, north of the south lot line of Lot 15, Garden Oaks; thence with an 18" storm sewer pipe south-easterly a distance of 82 feet, more or less, to a proposed manhole located 20 feet, more or less, south of the southwest corner of Lot 15, Garden Oaks; thence with a 24" storm sewer pipe north-easterly a distance of 225, more or less, to a proposed manhole located 20 feet, more or less, east of the southeast corner of Lot 16, Garden Oaks; thence with an 18" storm sewer pipe northerly a distance of 24 feet, more or less, to a proposed curb inlet located 11 feet, more or less, east of the east lot line and 20 feet, more or less, north of the south lot line of Lot 16, Garden Oaks; thence with a 15" storm sewer pipe north-easterly a distance of 66 feet, more or less, to a proposed curb inlet located 11 feet, more or less, west of the northwest corner of Lot 10, Garden Oaks.
15. A 24" storm sewer pipe connecting to a proposed manhole located 20 feet, more or less, south of the southwest corner of Lot 15, Garden Oaks; thence southerly and easterly a distance of 130 feet, more or less, to a proposed curb inlet located 40 feet, more or less, east of the southeast corner of Lot 29, Garden Oaks; thence southerly and easterly a distance of 225 feet, more or less, to a proposed manhole located 45 feet, more or less, northeast of the southeast corner of Lot 32, Garden Oaks; thence southerly and easterly a distance of 115 feet, more or less, to a proposed curb inlet located 28 feet, more or less, east of the eastern most corner of Lot 33, Garden Oaks; thence with a 30" storm sewer pipe southerly a distance of 56 feet, more or less, to an outlet into a retention basin within Outlot A.
16. An 18" storm sewer pipe connecting to a proposed manhole located 11 feet, more or less, west of the western most corner of Lot 11, Garden Oaks; thence northwesterly a distance of 288 feet, more or less, to a proposed curb inlet located 25 feet, more or less, north of the northeast corner of Lot 11, Garden Oaks; thence with a 15" storm sewer pipe northerly a distance of 28 feet, more or less, to a proposed curb inlet located 17 feet, more or less, south of the south lot line and 10 feet, more or less, east of the east lot line of Lot 10, Garden Oaks.

17. An 18" storm sewer pipe from a proposed curb inlet located 11 feet, more or less, south of the south lot line of Lot 1, Garden Oaks and on the southeast lot line of Lot 22, extended; thence southwesterly a distance of 30 feet, more or less, to a proposed curb inlet located 11 feet, more or less, north of the northeast corner of Lot 22, Garden Oaks; thence northerly and westerly a distance of 175 feet, more or less, to a proposed manhole located 100 feet more or less, east of the northwest corner of Lot 21, Garden Oaks; thence westerly a distance of 100 feet, more or less, to a proposed manhole located 8 feet, more or less, north of the northwest corner of Lot 21, Garden Oaks; thence westerly a distance of 175 feet, more or less, to a proposed curb inlet located 11 feet, more or less, west and 11 feet, more or less, north of the northwest corner of Lot 20, Garden Oaks; thence with a 15" storm sewer pipe northerly a distance of 30 feet, more or less to a proposed curb inlet located 11 feet, more or less, south of the north phase line and 20 feet, more or less, east of the west phase line.
18. A 24" storm sewer pipe connecting to a proposed curb inlet located 11 feet, more or less, west and 11 feet, more or less, north of the northwest corner of Lot 20, Garden Oaks; thence southerly a distance of 110 feet, more or less, to an outlet into a retention basin within Outlot A.
19. An 18" storm sewer pipe connecting to a proposed curb inlet located 55 feet, more or less, east of the northwest corner and 20 feet, more or less, north of the north lot line of Lot 144, Garden Oaks; thence southerly and easterly a distance of 55 feet, more or less, to an outlet.

D. Construct a system of roads and streets and related work located as follows:

1. Robin Drive from the west property boundary line, thence easterly to existing S 185th Street.
2. S 185th Street from proposed Greenleaf Street, thence northerly to the intersection of proposed S 185th Circle and Birch Avenue.
3. S 185th Circle from proposed Birch Avenue, thence northerly to the center point of cul-de-sac.
4. Robin Circle from the intersection of S 185th Street and Greenleaf Street, thence southerly to the center point of cul-de-sac.
5. S 184th Terrace from proposed Greenleaf Street, thence northerly to the north property boundary line.
6. S 184th Avenue from proposed Birch Avenue, thence northerly to the north property boundary line.
7. S 184th Street from proposed Birch Avenue, thence northerly to the north property boundary line.
8. S 183rd Street from proposed Greenleaf Street, thence northerly to proposed Black Walnut Street.

9. **Birch Avenue from proposed S 185th Street, thence easterly to proposed S 183rd Street.**
10. **Black Walnut Street from the west property line, thence easterly to proposed S 183rd Street. Also, from proposed S 181st Street to proposed S 180th Avenue.**
11. **S 181st Street from the north property line, thence southerly to center point of cul-de-sac.**
12. **S 180th Avenue from the north property line, thence southerly to existing roadway.**
13. **Redwood Street from the west property line, thence easterly to proposed S 180th**
14. **Giles Road from the west property line, thence easterly to the proposed S 185th Street.**
15. **S 185th Street from Giles Road, thence northeasterly to proposed Greenleaf Street.**
16. **Greenleaf Street from proposed S 185th Street, northeasterly to adjacent of Lot 47.**

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. 313 of Sarpy County, Nebraska.

Said plans and specifications have been reviewed by E & A Consulting Groups, 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 \$2,016,000.

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

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

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

SANITARY AND IMPROVEMENT DISTRICT
NO. 313 OF SARPY COUNTY, NEBRASKA

By: Tom Falcone, Chairman

Jeff Elliott, Clerk

Publication Dates: September
21 and September 28,
2016

E & A Consulting Group, Inc.
Engineering Answers
10909 Mill Valley Road, Suite 100
Omaha, NE 68154-3950
402.895.4700

Sarpy County SID #313
c/o Mr. Brian Doyle, Attorney
11440 West Center Road
Omaha, NE 68144

August 31, 2016
Project No: P2015.497.001
Invoice No: 133901

Project P2015.497.001 Garden Oaks @ 180th & Giles - Residential Development
Professional Services from June 13, 2016 to August 14, 2016

Phase 010 Design Services ± Sanitary Sewer Section I
Fee

Estimated Construction Cost	729,415.00				
Fee Percentage	8.50				
Total Fee	62,000.28				
Percent Complete	85.00	Total Earned	52,700.23		
		Previous Fee Billing	46,627.26		
		Current Fee Billing	6,072.97		
		Total Fee			6,072.97
				Total this Phase	\$6,072.97

Phase 011 Design Services ± Storm Sewer Section I
Fee

Estimated Construction Cost	469,567.00				
Fee Percentage	10.00				
Total Fee	46,956.70				
Percent Complete	85.00	Total Earned	39,913.20		
		Previous Fee Billing	0.00		
		Current Fee Billing	39,913.20		
		Total Fee			39,913.20
				Total this Phase	\$39,913.20

Phase 012 Design Services ± Paving Section I
Fee

Estimated Construction Cost	968,872.00				
Fee Percentage	8.00				
Total Fee	77,509.76				
Percent Complete	85.00	Total Earned	65,883.30		
		Previous Fee Billing	0.00		
		Current Fee Billing	65,883.30		
		Total Fee			65,883.30
				Total this Phase	\$65,883.30
				Total this Invoice	\$111,869.47

Approved: 

Kyle Vohl

AGENDA

**SANITARY AND IMPROVEMENT DISTRICT NO. 313 OF SARPY COUNTY,
NEBRASKA HELD ON OCTOBER 5, 2016**

1. Present Opening Meeting Laws.
2. Present Contract for Engineering Services between the District and E & A Consulting Group.
3. Vote on and approve Resolution of Necessity for the construction of Storm Sewer & Paving System - Section I; being the same Resolution adopted in form at the meeting of the Board of Trustees held on September 14, 2016.
4. Present statements, vote on and approve payment from the Construction Fund Account of the District for the following:

a) E & A Consulting Group for engineering services in connection with Sanitary Sewer - Section I, Storm Sewer - Section I and Paving - Section I. I(#133901)	\$111,896.47
b) Kuehl Capital Corporation for the placement of Construction Fund warrants issued at this meeting. (2.5%)	\$2,797.42
c) Ameritas Investment Corp. for underwriting services in connection with the Construction Fund Warrant issued at this meeting. (2%)	\$2,293.88
Total	\$116,987.77

5. Various other matters pertaining to the District.