

CERTIFICATE

The undersigned hereby certify that they are the Chairperson and Clerk of Sanitary and Improvement District Number 294 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.

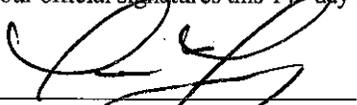
3. All of the subjects addressed at the Meeting were contained in the agenda for the Meeting, which agenda was kept continually current and readily available for public inspection at the address listed in the meeting notice for the Meeting and a copy of which is attached to this Certificate; such subjects 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 14th day of March, 2016.



Tim Young, Chairman



Mark Boyer, Clerk

MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES OF SANITARY AND IMPROVEMENT DISTRICT NO. 294 OF SARPY COUNTY, NEBRASKA HELD AT 3:00 P.M. ON MARCH 14, 2016 AT 9719 GILES ROAD, LA VISTA, NEBRASKA

The meeting of the Board of Trustees of Sanitary and Improvement District No. 294 of Sarpy County, Nebraska was convened in open and public session at 3:00 p.m. on March 14, 2016 at 9719 Giles Road, La Vista, Nebraska.

Present at the meeting were Trustees Mark Boyer, Tim Young, Jerry Standerford, and Denny VanMoorlegem. Trustee Nick Boyer was absent. Also present were Larry A. Jobeun of Fullenkamp, Doyle & Jobeun, attorneys on behalf of the District; Mark Westergard of E & A Consulting Group, Inc., engineers on behalf of the District; and Rob Wood of Kuehl Capital Corporation, municipal advisors on behalf of the District.

Notice of the meeting was given in advance thereof by publication in The Gretna Breeze on March 2 and 9, 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 Acknowledgement of Receipt of Notice is attached to these minutes. Availability of the agenda was communicated in the published notice and in the notice of the Trustees of this meeting. All proceedings of the Board were taken while the convened meeting was open to the attendance of the public.

The Clerk then certified that notice of this meeting had been given to the City Clerk of Gretna, Nebraska and the Sarpy County Clerk at least seven (7) 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 part hereof by this reference.

The Chairman then stated that a copy of the Nebraska Open Meetings Act was available, at the meeting, for review by the Trustees and/or attendees, in accordance with State Law.

Trustees Timothy Young, Mark Boyer, Jerry Standerford and Denny VanMoorlegem then voted "aye" and passed and adopted the proposed Resolution of Advisability and Necessity for the District to enter into the Interceptor Connection and Wastewater Service Agreement for Phase III of the subdivision with the City of Gretna, being the same Resolution adopted in form at the meeting of the Board of Trustees held on February 29, 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. 294 Sarpy County, Nebraska that the Resolution of Necessity for District to enter into the Interceptor Connection and Wastewater Service Agreement for Phase III of the subdivision with the City of Gretna, be and hereby is approved as proposed at the meeting of the Board of Trustees held on February 29, 2016.

BE IT FURTHER RESOLVED that the Board of Trustees further authorizes the Chairman and Clerk to sign said Agreement on behalf of the District and pay the fees related thereto in the amount of \$192,038.12 from the Construction Fund Account of the District at these proceedings.

The Chairman next presented the following statements for payment from the Construction Fund Account of the District and directed the Clerk to attach copies of said statements to these minutes:

- | | | |
|----|---|--------------|
| A. | Sarpy County Planning & Building Department for Sewer Capital facility (Special Connection) Fees and Sub-Basin Interceptor Sewer Development and Connection Fee, as outlined in Paragraphs 9 and 10 of the Phase III Agreement. | \$192,038.12 |
| B. | Fullenkamp, Doyle & Jobeun for legal services rendered in connection with Item A. hereinabove (5%). | \$9,601.91 |
| C. | Kuehl Capital Corporation for municipal advisory services on Construction Fund Warrants issued at this meeting (2.5%). | \$5,041.00 |
| D. | First National Capital Markets for underwriting fee (2.0%) on Construction Fund Warrants issued at this meeting. | \$4,133.62 |

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

RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 294 of Sarpy County, Nebraska that the Chairman and Clerk be and they hereby are authorized and directed to execute and deliver Warrant Nos. 623 through 645, 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, and to be payable from the Construction Fund Account of the District, to be redeemed no later than five (5) years of the date hereof being February 29, 2021 (the "**Construction Fund Warrants**"), subject to extension of said maturity date by order of the District Court of Sarpy County, Nebraska after notice is given as required by law, to-wit:

- a) Warrants No. 623 through 641 for \$10,000.00 each and Warrant No. 642 for \$2,038.12, all made payable to Sarpy County Planning & Building Department for the interceptor sewer and capital facilities fees to the City of Gretna. **CF**
- b) Warrant No. 643 for \$9,601.91 made payable to Fullenkamp, Doyle & Jobeun for legal fees relating to item a) hereinabove. **CF**
- c) Warrant No. 644 for \$5,041.00 made payable to Kuehl Capital Corporation for advisory fees relating to Construction Fund Warrants issued at this meeting (2.5%). **CF**
- d) Warrant No. 645 for \$4,133.62 made payable to First National Capital Markets for warrant underwriting fee for Construction Fund Warrants issued at this meeting (2.0%). **CF**

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 294 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 benefited 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. 294 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. 294 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. 294 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 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**").

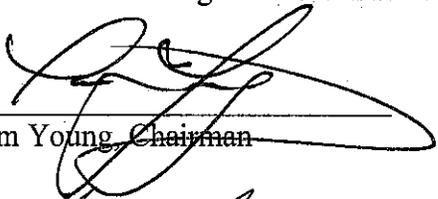
BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 294 of Sarpy County, Nebraska the District hereby authorizes and directs the Chair or Clerk to file or cause to be filed, when due, an information reporting form pursuant to Section 149(e) of the Internal Revenue Code of 1986, as amended (the "**Code**"), pertaining to the Construction Fund Warrants;

There being no further business before the Board, the Chair adjourned the meeting.

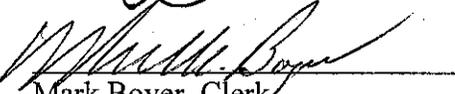
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**MINUTES SIGNATURE PAGE FROM THE MEETING OF
SANITARY AND IMPROVEMENT DISTRICT NO. 294 OF
SARPY COUNTY, NEBRASKA, HELD ON MARCH 14, 2016**

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



Tim Young, Chairman



Mark Boyer, Clerk

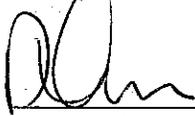
**ACKNOWLEDGMENT OF
RECEIPT OF NOTICE OF MEETING**

The undersigned Trustees of Sanitary and Improvement District No. 294 of Sarpy County, Nebraska do hereby acknowledge receipt of advance notice of a meeting of the Board of Trustees of said District and that the agenda for such meeting, held at 3:00 p.m. on March 14, 2016, at 9719 Giles Road, La Vista, Nebraska, 68128, is kept continuously current and available for inspection at the office of the District's counsel.

DATED this 4th day of March, 2016.





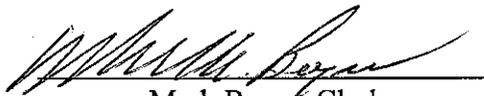




CERTIFICATE

The undersigned being Clerk of Sanitary and Improvement District No. 294 of Sarpy County, Nebraska hereby certifies that Notice of meeting of the Board of Trustees of said District held on March 14, 2016, was sent via facsimile and/or electronic mail transmittal to the Sarpy County Clerk at least seven (7) days prior to the date of said meeting.

The undersigned further certifies that the agenda for the meeting of the Board of Trustees of said District was prepared and available for public inspection at the address designated in the notice of meeting given in advance thereof by publication in The Gretna Breeze on March 9, 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 (30) days from the date of this meeting.

A handwritten signature in cursive script, appearing to read 'Mark Boyer', is written over a horizontal line.

Mark Boyer, Clerk

AFFIDAVIT OF PUBLICATION

STATE OF NEBRASKA }
} SS.
County of Sarpy }

Being duly sworn, upon oath, Shon Barenklau deposes and says that he is the Publisher 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 having been on:

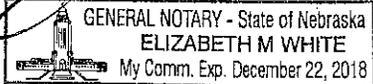
Wednesday, March 2, 2016 Gretna Breeze
Thereafter, Wednesday, March 9, 2016 Gretna Breeze

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

Handwritten signatures of Shon Barenklau and Ron Petak.
Shon Barenklau OR Ron Petak
Publisher Executive Editor

Today's Date 3-9-2016
Signed in my presence and sworn to before me:

Handwritten signature of Notary Public.



Printer's Fee \$ 67.84
Customer Number: 40972
Order Number: 0001930633

FULLENKAMP, DOYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144
SANITARY AND IMPROVEMENT
DISTRICT NO. 294
OF SARPY COUNTY, NEBRASKA

NOTICE

NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 294 of Sarpy County, Nebraska will be held at 3:00 P.M. on March 14, 2016 at 9719 Giles Road, La Vista, 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. 294 of Sarpy County, Nebraska find and determine that it is advisable and necessary for the District to enter into an AGREEMENT FOR INTERCEPTOR CONNECTION AND WASTEWATER SERVICE BETWEEN THE CITY OF GRETNA, NEBRASKA AND SANITARY AND IMPROVEMENT DISTRICT NO. 294 SARPY COUNTY, NEBRASKA (PHASE III) with and in the payment of, pursuant to said agreement, to the Sarpy County Planning and Building Department for Sewer Capital Facility (Special Connection) Fees and Sub-Basin Interceptor Sewer Development and Connection Fees, the total amount of \$192,038.12.

The outer boundaries of the area which may become subject to special assessments for said improvements are proposed to be the same as the outer boundaries of Sanitary and Improvement District No. 294 of Sarpy County, Nebraska.

Said statement has been reviewed by E & A Consulting Group, Inc., 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 \$250,000.00.

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

The Board of Trustees shall assess to the extent of special benefits, the cost of such improvements upon properties specially benefited thereby. All special assessments which may be levied upon the properties specially benefited by such improvements shall, when collected, be set aside and constitute a sinking fund 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. 294
OF SARPY COUNTY, NEBRASKA

By: Timothy Young, Chairman
Mark Boyer, Clerk

1930633; 3/02, 3/09

**AGREEMENT
FOR INTERCEPTOR CONNECTION AND WASTEWATER SERVICE
BETWEEN
THE CITY OF GRETNA, NEBRASKA AND
SANITARY AND IMPROVEMENT DISTRICT NO. 294
SARPY COUNTY, NEBRASKA
(REMINGTON RIDGE PHASE III LOTS 157 – 251 AND OUTLOTS E - H)**

THIS AGREEMENT is made this _____ day of _____, 2016 by and between SANITARY AND IMPROVEMENT DISTRICT NO. 294 OF SARPY COUNTY, NEBRASKA (hereinafter called S&ID 294), and the CITY OF GRETNA, a municipal corporation of the State of Nebraska (hereinafter called GRETNA).

WITNESSETH THAT:

WHEREAS, GRETNA owns and operates a municipal interceptor sewer conveyance system in the Papillion Creek Watershed and the CITY OF OMAHA, a municipal corporation of the State of Nebraska (hereinafter called OMAHA) owns and operates a wastewater treatment system in the metropolitan area; and

WHEREAS, S&ID 294 desires to have GRETNA convey S&ID 294's sewage from each of the various connection points; and

WHEREAS, it is to the mutual advantage of the parties hereto and in the general public interest for the sewage of S&ID 294 from the Papillion Creek Watershed to be treated by the OMAHA wastewater treatment system; and

WHEREAS, the accomplishment of such an arrangement is authorized by law and Interlocal Agreements with OMAHA.

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

1. For the services hereinafter stipulated to be performed by GRETNA and OMAHA, S&ID 294 shall comply with the terms as set forth in the CITY OF GRETNA WASTEWATER SERVICE AGREEMENT GENERAL PROVISIONS, adopted on December 20, 2011 via Ordinance #1010, a copy of which is attached hereto, have an approved development agreement (if applicable), and make payment of all applicable fees accordingly.
2. OMAHA shall provide sewage treatment services as called for in said GENERAL PROVISIONS for the area shown in Exhibit A-2016, Remington Ridge Phase III, S&ID 294. This Agreement covers only lots specified below. Development and connection to the interceptor sewer conveyance system for any additional area

outside of these lots must be provided for by amending this Agreement or by a new wastewater service agreement.

<u>Connection Point</u>	<u>Lots Served</u>	
A gravity main from South 196 th Street going southwest and then southeast and connecting to the Remington Ridge sewage pumping station along Giles Road that connects to the Gretna interceptor sewer through the SID 291 (Whitetail Creek Subdivision) outfall sewer, as indicated on Exhibit B-2016, Remington Ridge Phase III, S&ID 294.	S&ID 294 Remington Ridge Phase III	
	Residential	
	Remington Ridge Phase III	95 Lots
	Lots 157-251	95 Lots
	Total Residential	
	Outlots	
Remington Ridge Phase III	12.747 AC	
Outlots E through H	12.747 AC	
Total Outlots		

3. S&ID 294 shall be responsible for obtaining all necessary local and state governmental permits for its sewer construction and connection. GRETNA's permission provided for herein is only that of the owner of the conveyance system.
4. Manhole(s) shall be constructed at connection point(s) as indicated on Exhibit B-2016, Remington Ridge Phase III, S&ID 294; such that the first six (6) feet of riser above the floor of the manhole is a minimum of fifty-four (54) inches in diameter. The location of each such manhole shall be approved by the City Engineer of GRETNA.
5. S&ID 294 shall not, directly or indirectly, permit the connection to the GRETNA Municipal Sewer, or a future extension thereof, of any property, lot or structure used or to be used for any purposes whatsoever without the express permission of GRETNA, which permission will not be unreasonably withheld. Any entity making new connections prior to completion of a signed Interceptor Connection Agreement shall be subject to payment to OMAHA of OMAHA inspection fees ten (10) times the current fees for interceptor connection inspections.
6. Charges for sewer service for all customers within S&ID 294 shall be based upon MUD water consumption. Retail flow and customer charges as now and hereafter established in the GRETNA Master Fee Schedule as amended, currently Ordinance #1075, shall apply.

7. As provided by Nebraska Revised Statute § 14-365.09, this Agreement will, unless extended as provided below, terminate ten (10) years after its effective date. This Agreement may be extended by written amendment. GRETNA acknowledges its sewage conveyance system is a public utility available without discrimination to members of specified classes and treatment is available as a benefit of the agreement between OMAHA, GRETNA, and SARPY COUNTY, dated September 18, 2013. Termination of sewage conveyance and treatment will not be made without the approval of the appropriate state or federal agencies having jurisdiction over wastewater pollution and treatment. Termination of sewage conveyance and treatment service will not be made before ninety (90) days following written notice of such termination. It is acknowledged that during said period, if negotiations produce no new agreement, the parties, or any one of them, may file an action in any court having jurisdiction over the matter to provide equitable relief concerning the issue of continued sewage conveyance and treatment and the conditions and charges appropriate thereto. Nothing in this paragraph will be construed as a limitation on the regulations concerning sewage service and the appropriate rates pertaining thereto.

8. S&ID 294 shall pay the Sewer Capital Facility (Special Connection) Fees established in the GRETNA Master Fee Schedule as amended, currently Ordinance #1075, in the amount of One Hundred Sixty-Five Thousand One Hundred Forty-Four and 95/100 Dollars (\$165,144.95). Said payment shall be made in cash or warrants immediately convertible to cash, and shall be paid to the Sarpy County Planning and Building Department in conjunction with the filing of the final plat. The Sarpy County Planning and Building Department shall remit such payment to GRETNA, subject to Sarpy County's five percent (5%) administration fee. This Fee and payment are computed as follows for the lots designated in Section 3 hereof and as shown on Exhibit A-2016, Remington Ridge Phase III, S&ID 294:

Lots 157 - 251 are single family residential lots at \$1,680 each	=	\$159,600.00
Park/common areas (Outlots E - H = 12.747 acres) at \$435 per acre	=	\$ 5,544.95
TOTAL		\$165,144.95

9. S&ID 294 shall also make payment to GRETNA for the Sub-Basin Interceptor Sewer Development And Connection Fee, in accordance with the GRETNA Sub-Basin Interceptor Sewer Development Policy adopted February 19, 2013, and as established and approved by GRETNA on April 16, 2013 for the sub-basin here involved, in the amount of Twenty-Six Thousand Eight Hundred Ninety-Three and 17/100 Dollars (\$26,893.17). Said payment shall be made in cash or warrants

immediately convertible to cash, and shall be paid to the Sarpy County Planning and Building Department in conjunction with the filing of the final plat. The Sarpy County Planning and Building Department shall remit such payment to GRETNA, subject to Sarpy County's five percent (5%) administration fee. This Fee and payment are computed as follows for the lots designated in Section 2 hereof and as shown on Exhibit A-2016, Remington Ridge Phase III, S&ID 294:

Remington Ridge Phase III Lots 157 - 251 and Outlots E - H with
total raw acres of 44.015, times \$611.00 per acre for the NW Area
Sub Basin Phase 1 sub basin fees = \$26,893.17

10. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterpart copies of this Agreement shall be exchanged between the Parties. A copy of this Agreement shall be provided to OMAHA by GRETNA, within ten (10) business days after being signed and executed.

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

EXECUTED BY S&ID 294 this _____ day of _____, 2016.

ATTEST:

SANITARY AND IMPROVEMENT
DISTRICT NO. 294 of
SARPY COUNTY, NEBRASKA

Clerk

Chairman

EXECUTED BY GRETNA this _____ day of _____, 2016.

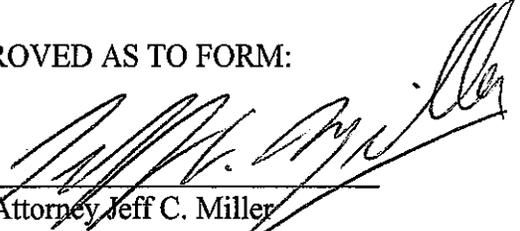
ATTEST:

CITY OF GRETNA

City Clerk Tammy L. Tisdall

Mayor James W. Timmerman

APPROVED AS TO FORM:



City Attorney Jeff C. Miller

CITY OF GRETNA
WASTEWATER SERVICE AGREEMENT
GENERAL PROVISIONS

DECEMBER 20, 2011

SECTION I
CLASSES OF USERS

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

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

SECTION II
CONTRIBUTING SYSTEM

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

SECTION III
CONTRIBUTING SYSTEM-OWNED FACILITIES

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

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

SECTION IV
CONNECTION APPROVAL

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

SECTION V
POINT OF CONNECTION

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

SECTION VI
ADDITIONAL CONNECTIONS

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

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

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

SECTION VII
GRETNA'S RIGHT TO CONNECT

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

SECTION VIII
DISCONNECTIONS AND TERMINATION

Gretna shall have the right to make any disconnections and recover the expenses thereof from the Contributing System should the Contributing System neglect or refuse to disconnect or fail to negotiate a new contract following termination as herein provided. Any Contributing System which ceases to use any wastewater system connected to the conveyance system of Gretna shall disconnect the same at its expense or failing that, Gretna may disconnect the same at the expense of the Contributing System. Gretna acknowledges its sewage conveyance system to the Papillion Creek Treatment Plant is a public utility available without discrimination to members of specified classes. Termination of sewage treatment will not be made without the approval of the appropriate State or Federal agencies having jurisdiction over wastewater pollution and treatment. Termination of sewage treatment service will not be made before ninety (90) days following written notice of such termination. It is acknowledged that during said period, if negotiations produce no new agreement, the parties, or any one of them, may file an action in any court having jurisdiction over the matter to provide equitable relief concerning the issue of continued sewage treatment and the conditions and charges appropriate thereto. Nothing in this paragraph will be construed as a limitation on the authority of the governing body of Gretna to set reasonable rules and regulations concerning sewage service and the appropriate rates pertaining thereto.

SECTION IX
NEW STORM CONNECTIONS PROHIBITED

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

SECTION X
EXISTING STORM CONNECTIONS

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

SECTION XI
DESIGN REVIEW

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

SECTION XII
CHARGES

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

SECTION XIII
USE OF PUBLIC AREAS

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

SECTION XIV
FLOW RECORDERS AND SAMPLING DEVICES

When deemed necessary by the City Engineer or his designee to facilitate a fair and equitable charge being billed by Gretna, the Contributing System agrees to install at its expense sampling manholes approved by Gretna, as provided in Gretna Wastewater Ordinances at point(s) designated by Gretna. Gretna may request monitoring services; however, all maintenance required on the containing structures and manholes shall be at the expense of the Contributing System.

SECTION XV
REPORTING NEW INDUSTRIES

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

SECTION XVI
SAMPLING AND TESTING COSTS

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

SECTION XVII
INSPECTING AND TESTING

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

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

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

SECTION XVIII REPORTS

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

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

SECTION XIX LAWS AND REGULATIONS

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

Wastewater emptied into the Gretna Interceptor Sewer Conveyance System from the Contributing System shall be in conformity with current Nebraska Department of Environmental Quality regulations pertaining to sewers or sewage within Gretna and/or in accordance with all State and Federal laws, rules and regulations, whichever is the most restrictive. Wastewater not in conformity with such rules and regulations shall not be permitted to flow through the sewers of the Contributing System into the Gretna Interceptor Sewer Conveyance System.

SECTION XX AMENDMENTS – FEDERAL AND STATE REGULATIONS

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

SECTION XXI APPORTIONMENT OF FINES

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

SECTION XXII
CHANGE IN OWNERSHIP

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

SECTION XXIII
HAZARDOUS WASTES

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

SECTION XXIV
INTERRUPTION OF SERVICE

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

SECTION XXV
DURATION OF AGREEMENT

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

SECTION XXVI
NON-DISCRIMINATION

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

SECTION XXVII
SOLICITATION

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

SECTION XXVIII
SEVERABILITY

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

SECTION XXIX
TITLES

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

SECTION XXX
STRICT COMPLIANCE

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

Snapshot Report



KUEHL CAPITAL
MUNICIPAL FINANCIAL ADVISORS

SID NO. 294 - REMINGTON RIDGE

As of March 14, 2016

<u>VALUATION</u>	<u>VALUE</u>	<u>NET DEBT TO VALUE</u>
2013	\$81,537	1,732.32 %
2014	\$739,402	191.03 %
2015	\$9,134,586	15.46 %
ESTIMATED FULLY DEVELOPED	\$42,120,000	3.35 %

CASH AND INVESTMENTS as of 2/29/2016

	<u>GENERAL FUND</u>	<u>BOND FUND</u>
CASH	\$8,094.03	\$1,108,314.64
INVESTMENTS	\$0.00	\$0.00
TOTAL CASH AND INVESTMENTS	<u>\$8,094.03</u>	<u>\$1,108,314.64</u>

SPECIAL ASSESSMENTS as of 12/31/2015

<u>DATE OF LEVY</u>	<u>LEVIED</u>	<u>BALANCE</u>
04/22/2014	\$1,044,153.34	\$43,506.39
07/14/2015	\$1,078,573.44	\$552,126.88
	<u>\$2,122,726.78</u>	<u>\$595,633.27</u>

BONDS OUTSTANDING

<u>DATE OF ISSUE</u>	<u>ISSUE AMOUNT</u>	<u>BALANCE</u>	<u>REMAINING AVERAGE ANNUAL DEBT SERVICE</u>
	\$0	\$0	\$0

WARRANTS OUTSTANDING (INTEREST PAYMENT DATE: APRIL 1)

	<u>GENERAL FUND</u>	<u>BOND FUND</u>
2016	\$8,021.50	\$0.00
2017	\$88,661.81	\$0.00
2018	\$133,076.38	\$848,607.89
2019	\$19,360.76	\$1,664,193.13
2020	\$0.00	\$564,037.60
2021	\$0.00	\$39,594.24
	<u>\$249,120.45</u>	<u>\$3,116,432.86</u>
NEXT MATURITY	06/03/2016	10/13/2019

LEVY (FISCAL YEAR 2014-2015)

	<u>RATE PER \$100</u>	<u>NET TAX REVS</u>
BOND FUND	\$0.0000	\$0.00
GENERAL FUND	\$0.9000	\$6,521.53
TOTAL LEVY	<u>\$0.9000</u>	

LEVY (FISCAL YEAR 2015-2016)

	<u>RATE PER \$100</u>	<u>NET TAX REVS</u>
BOND FUND	\$0.0000	\$0.00
GENERAL FUND	\$0.9000	\$80,567.05
TOTAL LEVY	<u>\$0.9000</u>	

DEVELOPMENT STATUS

<u>DATE</u>	<u>SINGLE FAMILY</u>	<u>MULTI-FAMILY</u>	<u>COMMERCIAL</u>	<u>TOWNHOMES</u>	<u>CONDOS</u>
12/31/2015	55/156	0	0	0	0
07/16/2015	51/156	0	0	0	0
03/31/2015	35/156	0	0	0	0

Sources and Uses of Funds

SID No. 294 - REMINGTON RIDGE

July 01, 2015 to February 29, 2016



KUEHL CAPITAL
MUNICIPAL FINANCIAL ADVISORS

	<u>GENERAL FUND</u>	<u>BOND FUND</u>
CASH AND INVESTMENTS BEGINNING OF PERIOD		
CASH	\$3,390.89	\$263,723.44
INVESTMENTS	\$0.00	\$0.00
TOTAL CASH AND INVESTMENTS	<u>\$3,390.89</u>	<u>\$263,723.44</u>
SOURCES OF FUNDS		
2014 REAL ESTATE TAXES	\$2,942.86	\$0.00
2015 REAL ESTATE TAX	\$6,459.19	\$0.00
SPECIAL ASSESSMENTS	\$0.00	\$780,701.73
MOTOR VEHICLE PRO RATE	\$11.11	\$0.00
MISCELLANEOUS REVENUE	\$0.00	\$75,600.00
TOTAL SOURCES OF FUNDS	<u>\$9,413.16</u>	<u>\$856,301.73</u>
USES OF FUNDS		
WARRANT AND BOND REDEMPTION (P&I)	(\$4,616.00)	\$0.00
PROPERTY TAX COMMISSION	(\$94.02)	\$0.00
SPECIAL ASSESSMENT COMM	\$0.00	(\$11,710.53)
TOTAL USES OF FUNDS	<u>(\$4,710.02)</u>	<u>(\$11,710.53)</u>
CHANGE IN CASH AND INVESTMENTS	\$4,703.14	\$844,591.20
CASH AND INVESTMENTS END OF PERIOD	<u>\$8,094.03</u>	<u>\$1,108,314.64</u>

Statement of Activities



KUEHL CAPITAL
MUNICIPAL FINANCIAL ADVISORS

SID NO. 294 - REMINGTON RIDGE

July 01, 2015 to February 29, 2016

	GENERAL FUND	BOND FUND
REVENUES		
2014 REAL ESTATE TAXES	\$2,942.86	\$0.00
2015 REAL ESTATE TAX	\$6,459.19	\$0.00
SPECIAL ASSESSMENTS	\$0.00	\$780,701.73
MOTOR VEHICLE PRO RATE	\$11.11	\$0.00
MISCELLANEOUS REVENUE	\$0.00	\$75,600.00
TOTAL REVENUES	\$9,413.16	\$856,301.73
EXPENDITURES		
ACCOUNTING - BOOKKEEPING	\$6,100.00	\$0.00
CAPITAL FACILITIES FEES	\$0.00	\$26.62
ENGINEERING	\$23,918.38	\$26,204.00
EROSION CONTROL	\$5,493.94	\$0.00
FINANCIAL ADVISORY FEES	\$12,000.00	\$3,134.59
INSURANCE	\$261.00	\$0.00
LANDSCAPING	\$2,162.88	\$0.00
LEGAL EXPENSES (SID ATTORNEY)	\$9,513.41	\$2,558.89
LIFT STATION	\$313.00	\$42,477.41
MOWING - WEEDING	\$13,025.00	\$0.00
PROPERTY TAX COMMISSION	\$94.02	\$0.00
SANITARY SEWER (INTERNAL)	\$0.00	\$8,700.19
SEDIMENT BASINS	\$20,050.00	\$0.00
SID PROPERTY MAINTENANCE	\$2,907.50	\$0.00
SPECIAL ASSESSMENT COMM	\$0.00	\$11,710.53
UNDERWRITING FEES	\$1,710.80	\$1,702.02
UTILITIES EXPENSE - STREET LIGHTS	\$3,459.15	\$0.00
WARRANT STRUCTURING FEES	\$1,793.66	\$1,999.18
TOTAL EXPENDITURES	\$102,802.74	\$98,513.43
REVENUES OVER EXPENDITURES (EXPENDITURES OVER REVENUES)	(\$93,389.58)	\$757,788.30

Note: Statement of Activities does not reflect the bond payments nor interest on warrant redemptions.

Warrant Issuance Report (By Category)



KUEHL CAPITAL
MUNICIPAL FINANCIAL ADVISORS

SID No. 294 - REMINGTON RIDGE

July 01, 2015 - March 14, 2016

CAPITAL FACILITIES FEES

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
CF	563	08/24/2015	City of Gretna	\$26.62	\$26.62	100%
				\$26.62		

ENGINEERING

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
CF	560	08/24/2015	E & A Consulting Group, Inc.	\$10,000.00	\$10,000.00	100%
CF	561	08/24/2015	E & A Consulting Group, Inc.	\$10,000.00	\$10,000.00	100%
CF	562	08/24/2015	E & A Consulting Group, Inc.	\$6,204.00	\$6,204.00	100%
				\$26,204.00		

FINANCIAL ADVISORY FEES

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
CF	575	09/14/2015	Kuehl Capital Corporation	\$3,134.59	\$3,134.59	100%
				\$3,134.59		

LEGAL EXPENSES (SID ATTORNEY)

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
CF	559	08/24/2015	Fullenkamp, Doyle & Jobeun	\$2,558.89	\$2,558.89	100%
				\$2,558.89		

LIFT STATION

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
CF	553	08/24/2015	Kersten Construction	\$8,300.00	\$10,000.00	83%
CF	554	08/24/2015	Kersten Construction	\$8,300.00	\$10,000.00	83%
CF	555	08/24/2015	Kersten Construction	\$8,300.00	\$10,000.00	83%
CF	556	08/24/2015	Kersten Construction	\$8,300.00	\$10,000.00	83%
CF	557	08/24/2015	Kersten Construction	\$8,300.00	\$10,000.00	83%
CF	558	08/24/2015	Kersten Construction	\$977.41	\$1,177.60	83%
				\$42,477.41		

Warrant Issuance Report (By Category)

SID No. 294 - REMINGTON RIDGE

July 01, 2015 - March 14, 2016



KUEHL CAPITAL
MUNICIPAL FINANCIAL ADVISORS

SANITARY SEWER (INTERNAL)

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
CF	553	08/24/2015	Kersten Construction	\$1,700.00	\$10,000.00	17%
CF	554	08/24/2015	Kersten Construction	\$1,700.00	\$10,000.00	17%
CF	555	08/24/2015	Kersten Construction	\$1,700.00	\$10,000.00	17%
CF	556	08/24/2015	Kersten Construction	\$1,700.00	\$10,000.00	17%
CF	557	08/24/2015	Kersten Construction	\$1,700.00	\$10,000.00	17%
CF	558	08/24/2015	Kersten Construction	\$200.19	\$1,177.60	17%
				\$8,700.19		

UNDERWRITING FEES

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
CF	565	08/24/2015	First National Capital Markets	\$1,639.33	\$1,639.33	100%
CF	576	09/14/2015	First National Capital Markets	\$62.69	\$62.69	100%
				\$1,702.02		

WARRANT STRUCTURING FEES

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
CF	564	08/24/2015	Kuehl Capital Corporation	\$1,999.18	\$1,999.18	100%
				\$1,999.18		

TOTAL FOR "REMINGTON RIDGE" \$86,802.90

Warrant Issuance Report (By Category)



KUEHL CAPITAL
MUNICIPAL FINANCIAL ADVISORS

SID No. 294 - REMINGTON RIDGE

July 01, 2015 - March 14, 2016

ACCOUNTING - BOOKKEEPING

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	567	09/14/2015	Lutz & Company	\$2,900.00	\$2,900.00	100%
GF	598	02/08/2016	Lutz & Company	\$3,200.00	\$3,200.00	100%
				\$6,100.00		

ENGINEERING

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	543	08/24/2015	E & A Consulting Group, Inc.	\$5,000.00	\$5,000.00	100%
GF	544	08/24/2015	E & A Consulting Group, Inc.	\$5,000.00	\$5,000.00	100%
GF	545	08/24/2015	E & A Consulting Group, Inc.	\$332.85	\$332.85	100%
GF	580	12/14/2015	E & A Consulting Group, Inc.	\$5,000.00	\$5,000.00	100%
GF	581	12/14/2015	E & A Consulting Group, Inc.	\$2,355.34	\$2,355.34	100%
GF	594	02/08/2016	E & A Consulting Group, Inc.	\$5,000.00	\$5,000.00	100%
GF	595	02/08/2016	E & A Consulting Group, Inc.	\$1,230.19	\$1,230.19	100%
				\$23,918.38		

EROSION CONTROL

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	585	12/14/2015	Commercial Mowing	\$5,000.00	\$5,000.00	100%
GF	586	12/14/2015	Commercial Mowing	\$493.94	\$493.94	100%
				\$5,493.94		

FINANCIAL ADVISORY FEES

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	550	08/24/2015	Kuehl Capital Corporation	\$5,000.00	\$5,000.00	100%
GF	551	08/24/2015	Kuehl Capital Corporation	\$1,000.00	\$1,000.00	100%
GF	572	09/14/2015	Kuehl Capital Corporation	\$5,000.00	\$5,000.00	100%
GF	573	09/14/2015	Kuehl Capital Corporation	\$1,000.00	\$1,000.00	100%
				\$12,000.00		

INSURANCE

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	566	09/14/2015	Chastain Otis	\$261.00	\$261.00	100%
				\$261.00		

Warrant Issuance Report (By Category)



KUEHL CAPITAL
MUNICIPAL FINANCIAL ADVISORS

SID No. 294 - REMINGTON RIDGE

July 01, 2015 - March 14, 2016

LANDSCAPING

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	547	08/24/2015	Alternate Rain	\$559.50	\$559.50	100%
GF	548	08/24/2015	Travis Lightle	\$1,603.38	\$1,603.38	100%
				\$2,162.88		

LEGAL EXPENSES (SID ATTORNEY)

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	569	09/14/2015	Fullenkamp, Doyle & Jobeun	\$5,000.00	\$5,000.00	100%
GF	570	09/14/2015	Fullenkamp, Doyle & Jobeun	\$4,513.41	\$4,513.41	100%
				\$9,513.41		

LIFT STATION

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	584	12/14/2015	Urban Utilities	\$313.00	\$313.00	100%
				\$313.00		

MOWING - WEEDING

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	546	08/24/2015	Centennial Enterprises	\$3,000.00	\$3,000.00	100%
GF	582	12/14/2015	Centennial Enterprises	\$1,250.00	\$1,250.00	100%
GF	596	02/08/2016	Centennial Enterprises	\$5,000.00	\$5,000.00	100%
GF	597	02/08/2016	Centennial Enterprises	\$3,775.00	\$3,775.00	100%
				\$13,025.00		

SEDIMENT BASINS

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	587	12/14/2015	Roth Enterprises	\$5,000.00	\$5,000.00	100%
GF	588	12/14/2015	Roth Enterprises	\$5,000.00	\$5,000.00	100%
GF	589	12/14/2015	Roth Enterprises	\$5,000.00	\$5,000.00	100%
GF	590	12/14/2015	Roth Enterprises	\$5,000.00	\$5,000.00	100%
GF	591	12/14/2015	Roth Enterprises	\$50.00	\$50.00	100%
				\$20,050.00		

Warrant Issuance Report (By Category)



KUEHL CAPITAL
MUNICIPAL FINANCIAL ADVISORS

SID No. 294 - REMINGTON RIDGE

July 01, 2015 - March 14, 2016

SID PROPERTY MAINTENANCE

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	568	09/14/2015	Travis Lightle	\$802.50	\$802.50	100%
GF	577	10/05/2015	Centennial Enterprises	\$2,035.00	\$2,035.00	100%
GF	583	12/14/2015	Roll Enterprise	\$70.00	\$70.00	100%
				\$2,907.50		

UNDERWRITING FEES

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	552	08/24/2015	First National Capital Markets	\$564.89	\$564.89	100%
GF	574	09/14/2015	First National Capital Markets	\$396.28	\$396.28	100%
GF	579	10/05/2015	First National Capital Markets	\$41.72	\$41.72	100%
GF	593	12/14/2015	First National Capital Markets	\$707.91	\$707.91	100%
				\$1,710.80		

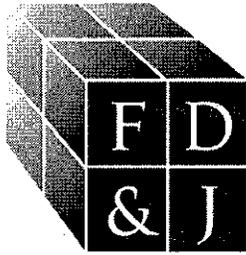
UTILITIES EXPENSE - STREET LIGHTS

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	542	08/24/2015	Omaha Public Power District	\$3,459.15	\$3,459.15	100%
				\$3,459.15		

WARRANT STRUCTURING FEES

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	549	08/24/2015	Kuehl Capital Corporation	\$542.55	\$542.55	100%
GF	571	09/14/2015	Kuehl Capital Corporation	\$336.92	\$336.92	100%
GF	578	10/05/2015	Kuehl Capital Corporation	\$50.88	\$50.88	100%
GF	592	12/14/2015	Kuehl Capital Corporation	\$863.31	\$863.31	100%
				\$1,793.66		

TOTAL FOR "REMINGTON RIDGE" \$102,708.72



FULLENKAMP
DOYLE &
JOBEUN

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

March 14, 2016

Chairman and Board of Trustees
Sanitary and Improvement District
No. 294 of Sarpy County, Nebraska

Statement of Services Rendered

For Legal Services rendered in connection with the payment of Sewer Capital Facilities (Special Connection) Fees and Sub-Basin Interceptor Sewer Development and Connection Fees, pursuant to the Phase III Interceptor Sewer Fee Agreement and related Resolution of Necessity approved at this meeting.

LEGAL FEES:	\$9,601.91
EXPENSES: Filing Fees, Publications, Copying, & Postage	\$ -0-
TOTAL AMOUNT DUE:	\$9,601.91

Larry A. Jobeun
Attorney for the District
Fullenkamp, Doyle & Jobeun

LAJ = \$8,641.72
RCD = \$960.19 (10%)

AGENDA

Sanitary and Improvement District No. 294 of Sarpy County, Nebraska; Meeting to be held March 14, 2016 at 3:00 p.m. at 9719 Giles Road, La Vista, Nebraska, 68128.

1. Present Nebraska Open Meetings Act.

2. Vote on and approved the resolution of necessity for the District to enter into the Interceptor Connection and Wastewater Service Agreement (Phase III), with the City of Gretna, and the payment of the fees related thereto; Chair and Clerk to sign said Agreement on behalf the District and the payment for the fees to be made of the Construction Fund of the District.

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

- | | | |
|--|---|--------------|
| <input checked="" type="checkbox"/> A. | Sarpy County Planning & Building Department for Sewer Capital facility (Special Connection) Fees and Sub-Basin Interceptor Sewer Development and Connection Fee, as outlined in Paragraphs 9 and 10 of the Phase III Agreement. | \$192,038.12 |
| <input checked="" type="checkbox"/> B. | Fullenkamp, Doyle & Jobeun for legal services rendered in connection with Item A. hereinabove (5%). | \$9,601.91 |
| <input checked="" type="checkbox"/> C. | Kuehl Capital Corporation for municipal advisory services on Construction Fund Warrants issued at this meeting (2.5%). | \$5,041.00 |
| <input checked="" type="checkbox"/> D. | First National Capital Markets for underwriting fee (2.0%) on Construction Fund Warrants issued at this meeting. | \$4,133.62 |

4. Any and all business before the Board as deemed necessary; meeting adjourned.

*Need to
bring out
Description
into District
Phase III
Need to
Dinner*