

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.

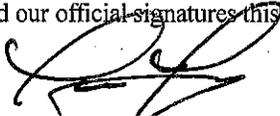
3. All of the subjects addressed at the Meeting were contained in the agenda for the Meeting, which agenda was kept continually current and readily available for public inspection at the address listed in the meeting notice for the Meeting and a copy of which is attached to this Certificate; such subjects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

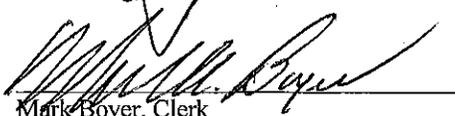
5. The minutes of the Meeting were in written form and available for public inspection within ten (10) working days after the Meeting or prior to the next convened meeting, whichever occurred earlier, at the office of the District; within thirty (30) days after the date of the Meeting, a copy of the 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 11th day of April, 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 APRIL 11, 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 April 11, 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 Omaha World-Herald on April 6, 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.

The Chairman first presented the Agreement to Purchase Obligations to be entered by and between the District and First National Capital Markets, for the purchase of warrants and placement of bonds issued by the District for the improvements to be constructed in Phase III of the subdivision. Then, upon a motion duly made, seconded and upon a roll call vote of "aye", the Trustees unanimously approved the Agreement to Purchase Obligations. The Chairman and

Clerk were then authorized to sign duplicate originals of the Agreement on behalf of the District, a copy of the same being attached to these minutes.

The Chairman then presented the Disclosure by Underwriter letters with regards to MSRB Rules No. G-17 and G-23, as provided by First National Capital Markets on behalf of the District. The Board then authorized the Chairman to sign the same on the behalf of the District and further instructed the Clerk to retain copies of the letters for the District's file.

The Board next discussed the proposed Warrant Offering Circular, as prepared and submitted by the District's disclosure counsel, Kutak Rock, LLP, the same being in even date herewith. Then, upon a motion duly made, seconded and upon a roll call vote of "aye", the Trustees unanimously adopted the following resolutions:

BE IT RESOLVED that the Offering Circular dated April 11, 2016 (including the Addendum attached thereto, the "Offering Circular") pertaining to the offering by the District from time to time of its construction fund warrants and general fund warrants is: (1) hereby approved in substantially the form attached hereto; (2) the Chair of the Board of Trustees is hereby authorized and directed to execute the Offering Circular in substantially the form and content attached hereto, but with such changes, modifications, deletions or additions therein as shall to the Chair seem necessary, desirable or appropriate (provided that Kuehl Capital Corp., acting as municipal advisor to the District, and without further approving action by the Chair or this Board, is hereby authorized to insert on behalf of the District into each Addendum relating to an offering of construction fund warrants or general fund warrants, the numerical and statistical information specific to each such offering as shall be accepted and used by the Underwriter to offer the additional warrants described in such addendum); (3) the Offering Circular as of its date is hereby deemed final within the meaning of Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule"), as amended (except for any one or more of the permitted omissions specified by paragraph (b) of the Rule); and (4) the distribution of the Offering Circular by First National Capital Markets Inc., as underwriter, with respect to each offering of construction fund warrants or general fund warrants described by an Addendum is hereby authorized and approved.

The District hereby approves and enters into the continuing disclosure undertaking for the benefit of the holders of the District's warrants, as required by the Rule and set out as Appendix D of the Offering Circular which is hereby incorporated by reference into this resolution as if set forth herein.

The Chairman then presented plans and specifications prepared by E & A Consulting Group, Inc., engineers for the District, for the construction of the Sanitary Sewer, Storm Sewer & Paving System – Section II, together with an estimate of the total cost of said improvement

prepared by said engineers, which cost estimate, including engineering fees, legal fees, fiscal fees, administrative costs and other miscellaneous costs in the sum of \$2,000,000.00.

After discussion the Resolution contained in Exhibit "A" attached hereto and by this reference incorporated herein was duly introduced, seconded and upon a roll call vote of "aye" by the Trustees Timothy Young, Mark Boyer, Jerry Standerford and Denny Van Moorlehem, was unanimously adopted; the Trustees then passed the following resolutions:

RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 294 of Sarpy County, Nebraska that the hearing on the proposed Resolution of Advisability and Necessity for the construction of the Sanitary Sewer, Storm Sewer & Paving System - Section III, shall be held at 3:00 p.m. on May 2, 2016, at 9719 Giles Road, La Vista, Nebraska, at which time owners of the property within the District who might become subject to assessment for the improvements contemplated by the proposed Resolution of Necessity may appear and make objections to the proposed improvements and if a petition opposing the proposed Resolution of Advisability and Necessity, signed by property owners representing a majority of the front footage which might become subject to assessments for the cost of said improvements, as set out in the Resolution, as filed with the Clerk of the District within three days before the date set for hearing on such Resolution, such Resolution shall not be passed.

BE IT FURTHER RESOLVED that the notice of said hearing shall be given by publication in The Papillion Times, a legal newspaper of Sarpy County, Nebraska for two consecutive weeks on February 12 and 19, 2014, which publication shall contain the entire wording of the proposed Resolution and that notice shall be given by posting same in three conspicuous places within the boundaries of the District as required by §31-745 R.R.S.; and further, that the Clerk of the District shall give notice not less than seven days prior to said hearing to the Sarpy County Clerk and the City Clerk of Gretna, Nebraska as required by §31-727.02 R.R.S.

The Chairman then presented the Petition for Annexation for the District's acquisition of the land adjacent to the platted boundaries and to be incorporated into the District and further developed in accordance with the developer's plans (Phase III). Exhibit "A" showing the boundaries of the annexed portion was also presented. Then, upon a motion duly made,

seconded and upon a roll call vote of "aye", the Trustees unanimously passed the following resolution, to-wit:

BE IT RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 294 Sarpy County, Nebraska that the land to be acquired by annexation, as shown on Exhibit "A" attached hereto, is hereby approved in accordance with the Petition for Annexation, the same to be certified to Sarpy County hereafter.

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

A. Omaha Public Power District for power supply and street lighting (Acct. No. 2442111612).	\$2,273.40
B. Omaha Public Power District for power supply to street signage (Acct. No. 0323000060).	\$ 183.30
C. E & A Consulting Group, Inc. for engineering services relating to District maintenance (No. 131773, 131380).	\$5,876.36
D. Urban Utilities, Inc. for lift station maintenance and reports for the months of February and March (#7716, 7696).	\$ 626.00
E. Centennial Enterprises, Inc. for repairs and install of silt fences and Spring clean-up, snow removal, etc. (#53077, 53104, 53054).	\$4,315.00
F. Stanek Construction for install of new street signs and related fixtures at 193 rd and 192 nd & Cottonwood Streets (No. 16-019).	\$ 450.00
G. Kuehl Capital Corporation for municipal advisory services on General Fund Warrants issued at this meeting (2.5%).	\$ 343.10
H. First National Capital Markets for underwriting fee on General Fund Warrants issued at this meeting (2.0%).	\$ 281.34

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:

I. Kutak Rock LLP for disclosure counsel and bond counsel services rendered in connection with the 2016 General Obligation Bond Issue.	\$6,000.00
J. Fullenkamp, Doyle & Jobeun for legal services rendered in connection with the 2016 General Obligation Bond issue (1/2 of 1%).	\$7,500.00
K. ISG & Associates, Inc. for compaction and drilling testing of new paved areas (#71041).	\$1,420.00
L. Kuehl Capital Corporation for municipal advisory services on Construction Fund Warrants issued at this meeting (2.5%).	\$ 373.00
M. First National Capital Markets for underwriting fee (2.0%) on Construction Fund Warrants issued at this meeting.	\$ 305.86

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. 646 through 659, 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, Warrants No. 646 through 654 to be payable from the General Fund Account of the District and to be redeemed no later than three (3) years of the date hereof being April 11, 2019 (the "**General Fund Warrants**") and Warrants No. 655 through 659 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 April 11, 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) Warrant No. 646 for \$2,273.40 made payable to Omaha Public Power District for power supply and street lighting.
- b) Warrant No. 647 for \$183.30 made payable to Omaha Public Power District for power supply to entryway signage.
- c) Warrant No. 648 for \$5,000.00 and Warrant No. 649 for \$876.36, both made payable to E & A Consulting Group, Inc. for engineering services relating to general maintenance.

- d) Warrant No. 650 for \$626.00 made payable to Urban Utilities, Inc. for lift station maintenance and related reports.
- e) Warrant No. 651 for \$4,315.00 made payable to Centennial Enterprises, Inc. for install of silt fencing, clean-up and snow removal in specified areas.
- f) Warrant No. 652 for \$450.00 made payable to Stanek Construction Co. for installation of traffic control signage, as directed.
- g) Warrant No. 653 for \$343.10 made payable to Kuehl Capital Corporation for advisory fees relating to General Fund Warrants issued at this meeting (2.5%).
- h) Warrant No. 654 for \$281.34 made payable to First National Capital Markets for warrant underwriting fee for General Fund Warrants issued at this meeting (2.0%).
- i) Warrant No. 655 for \$6,000.00 made payable to Kutak Rock, LLP for warrant opinions and preparation of disclosure documents relating the GO Bond Issue – 2016. **CF**
- j) Warrant No. 656 for \$7,500.00 made payable to Fullenkamp, Doyle & Jobeun for legal fees relating to the GO Bond Issue – 2016 (1/2 of 1% of issue). **CF**
- k) Warrant No. 657 for \$373.00 made payable to Kuehl Capital Corporation for advisory fees relating to Construction Fund Warrants issued at this meeting, *inclusive of item m) herein below (2.5%). **CF**
- l) Warrant No. 658 for \$305.86 made payable to First National Capital Markets for warrant underwriting fee for Construction Fund Warrants issued at this meeting (2.0%), *inclusive of item m) herein below. **CF**
- m) Warrant No. 659 for \$1,420.00 made payable to ISG & Associates, Inc. for compaction testing of new pavement. **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

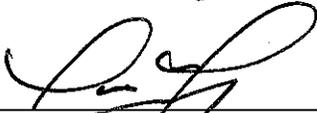
information reporting form pursuant to Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code"), pertaining to the General Fund Warrants and the Construction Fund Warrants;

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.

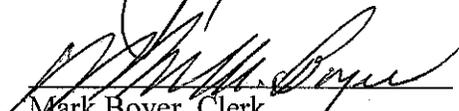
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**MINUTES SIGNATURE PAGE FROM THE MEETING OF
SANITARY AND IMPROVEMENT DISTRICT NO. 294 OF
SARPY COUNTY, NEBRASKA, HELD ON APRIL 11, 2016**

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



Tim Young, Chairman

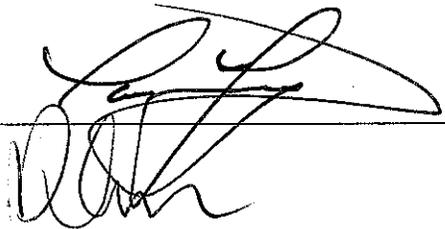


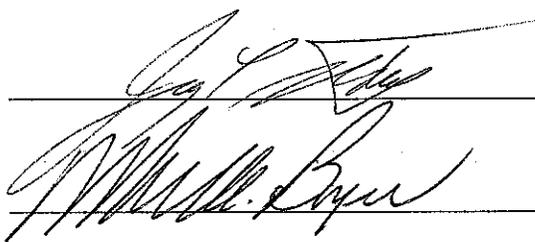
Mark Boyer, Clerk

**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 4:00 p.m. on April 11, 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 11th day of April, 2016.

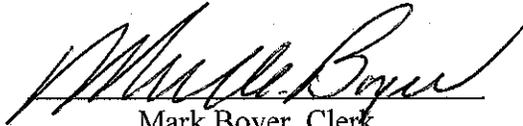




CERTIFICATE

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 April 11, 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 Omaha World-Herald on April 6, 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.


Mark Boyer, Clerk

AGREEMENT TO PURCHASE OBLIGATIONS

THIS AGREEMENT TO PURCHASE OBLIGATIONS (the "Agreement") is entered into as of April 11th, 2016 by and among **FIRST NATIONAL CAPITAL MARKETS, INC.**, ("FNCMI"), **SANITARY AND IMPROVEMENT DISTRICT NO. 294 OF SARPY COUNTY, NEBRASKA** (the "District") and **KUEHL CAPITAL CORPORATION**, a Nebraska corporation ("KCC").

WHEREAS, the District is a sanitary and improvement district duly organized and validly existing under Section 31-727 et seq., Reissue Revised Statutes of Nebraska, as amended (the "Act") and is a body corporate and politic and a political subdivision of the State of Nebraska (the "State"); and

WHEREAS, the District is organized for the purposes, among other things, of constructing and installing streets, utilities and other infrastructure improvements and operating and maintaining the District as a political subdivision of the State (collectively, the "Improvements"); and

WHEREAS, the District is authorized under the Act to issue and sell its warrants and general obligation bonds to finance the Improvements, and the District desires the services of an underwriter to purchase such warrants or bonds or to assist the District with the placement of such warrants and bonds; and

WHEREAS, the District and KCC have entered into a Contract for Financial Advisor/Fiscal Agent Services (the "Financial Advisor Contract") pursuant to which KCC has agreed to serve as financial advisor to the District; and

WHEREAS, FNCMI is willing and hereby agrees to purchase (i) the District's general fund warrants (the "General Fund Warrants"), (ii) the District's construction fund warrants (the "Construction Fund Warrants" and together with the General Fund Warrants, the "Warrants") and the District's general obligation bonds (the "Bonds") and to hold for its own account or to sell, as it determines in its sole discretion; and

WHEREAS, from time to time First National Bank of Omaha ("FNBO") shall purchase certain Warrants and Bonds of the District, either directly or from FNCMI, upon notice to the District, all in accordance with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

Section 1. Third Party Beneficiary. Upon execution of the investor letter in the form attached hereto as Appendix A (the "Bank Investor Letter"), the parties hereto agree and acknowledge that FNBO will become a third party beneficiary to this Agreement as to Warrants and Bonds acquired by FNBO (the "Bank Acquired Obligations"). To the extent permitted by law applicable to the sale of Warrants and Bonds, all obligations, representations and warranties of KCC and the District to FNCMI under this Agreement shall be obligations, representations and warranties of KCC and the District to FNBO, and all rights of FNCMI shall be rights of FNBO in each case, in connection with the Bank Acquired Obligations; provided, FNBO shall

have no obligations as to such Bank Acquired Obligations except to the extent set forth in the Bank Investor Letter.

Section 2. Warrants. Subject to the limitations set forth in Section 5 below, FNCMI agrees to purchase or place the fully registered Warrants issued by the District (except annual interest Construction Fund Warrants relating to the District's outstanding Construction Fund Warrants that are deemed by FNCMI, in good faith, to be unmarketable) from the payees thereof at the principal amount shown on each Warrant. All Warrants shall bear interest at the rate of 7.00%, unless the District and FNCMI mutually agree that Warrants shall be issued bearing interest at a different rate or rates. FNCMI shall comply with all Municipal Securities Rulemaking Board ("MSRB") rules applicable to the Warrants, including G-14, G-32 and G-34. If the District and FNCMI determine to offer the Warrants for sale to the public, the District shall provide an official statement, offering circular or other offering document acceptable to FNCMI pertaining to the Warrants. If the District and FNCMI determine to place the Warrants pursuant to a private placement, including to FNCMI or an affiliate thereof, FNCMI will deliver to the District an investor letter in connection with each purchase of Warrants in the form attached hereto as Appendix A executed by the purchaser(s) of such Warrants.

Section 3. Terms Particular to Warrants. In order to facilitate the purchase of the Warrants by FNCMI (or FNBO, as applicable), the District and FNCMI (or FNBO, as applicable) hereby agree to the procedures set forth below:

(a) KCC will present checks payable to the order of the various payees in an amount equal to the par amount of each Warrant to be drawn from an account established by FNCMI (or FNBO, as applicable);

(b) KCC, on behalf of the District, shall deliver each of such Warrants to the registrar with instructions to register the ownership of all such Warrants to FNCMI (or FNBO, as applicable);

(c) On the same day KCC presents such checks to the payees, KCC will provide electronic copies of executed checks to FNCMI (or FNBO, as applicable). Such electronic copies shall constitute a representation and warranty by the District to FNCMI (or FNBO, as applicable) that:

(i) each Warrant bears interest at a rate consistent with the rate previously agreed to between FNCMI and the District;

(ii) each Warrant has been duly endorsed by the payee;

(iii) each Construction Fund Warrant is accompanied by an approving legal opinion of nationally recognized bond counsel acceptable to the District and FNCMI, addressed to the District and FNCMI (or FNBO, as applicable), that such Construction Fund Warrant has been legally issued by and is a valid obligation of the District and the interest thereon is exempt from federal and State income taxes; and

(iv) each Warrant has been registered in the office of the Sarpy County Treasurer; and

(d) Annual interest Construction Fund Warrants may be purchased by FNCMI (or FNBO, as applicable) prior to meeting the requirements of Section 3(c) provided such requirements shall be met as soon as practically possible and no later than 60 days after the purchase of such Construction Fund Warrants.

Section 4. Bonds. FNCMI agrees to purchase or place, subject to the restriction set forth below, at a price to be mutually agreed to by the District and FNCMI (such purchase price may reflect a discount representing the compensation of FNCMI as further discussed in Section 6 hereof) plus accrued interest (if any), the District's registered Bonds in an aggregate principal amount as determined by the District. The Bonds shall be issued from time to time as and when the District determines, and such determination will be evidenced by notice (telephonic, written or electronic) to FNCMI recommending the principal amount, maturities, interest rates, and other terms and conditions of the Bonds. Each issue of Bonds shall bear interest at the approximate nationally recognized yield curve scale (MMD, Delphis Hanover, Bloomberg Fair Market Value Curve, etc.) for similar obligations in the current market as well as actual pricing data of local and regional issues of comparable obligations. The interest rates may further be adjusted to reflect changes due to a variety of market conditions that may exist at the time of issuance. If the District and FNCMI fail to reach agreement as to the interest rate(s) on any series of Bonds on a date determined by both parties to be the pricing date for such Bonds, the District has the right to sell said Bonds to another party; provided, however that such action will in no way terminate the District's obligation to place any additional Bonds of the District with FNCMI.

In connection with each issuance of the Bonds, FNCMI shall serve as the underwriter (including purchasing for its own account or that of an affiliate) or the placement agent. If the District and FNCMI determine to offer the Bonds for sale to the public, the District shall provide an official statement, offering circular or other offering document acceptable to FNCMI pertaining to the Bonds. FNCMI shall comply with all MSRB rules applicable to the particular series of Bonds, including G-14, G-32 and G-34, and shall be responsible for all of the underwriting risk related to the purchase and reoffering of such Bonds. If the District and FNCMI determine to place the Bonds pursuant to a private placement, including to FNCMI or an affiliate thereof, FNCMI will deliver to the District an investor letter in connection with each purchase of Bonds in the form attached hereto as Appendix A executed by the purchaser(s) of such Bonds.

The District shall be responsible for structuring each issuance of the Bonds, providing FNCMI, if requested, an offering document and hiring disclosure counsel for the drafting and review of the offering document. In connection with each issuance of the Bonds, the District will arrange for the Bonds to be accompanied by an approving legal opinion of nationally recognized bond counsel acceptable to the District and FNCMI, addressed to the District and FNCMI, that such Bonds have been legally issued by and are valid obligations of the District and the interest thereon is exempt from federal and State income taxes.

As used in this Agreement, "Bonds" refers to obligations issued to finance the acquisition, construction and equipping of capital improvements by the redemption of

Construction Fund Warrants. "Bonds" does not refer to obligations issued to refund any Bonds. The District, in its sole discretion, may request FNCMI to underwrite or place its general obligation refunding bonds, and if FNCMI so agrees, then "Bonds" shall refer to such refunding bonds.

Section 5. Limitations to Obligation to Purchase. Notwithstanding the provisions in Sections 2 and 4 above, FNCMI (and FNBO, as applicable) shall have no obligation to purchase any Warrants or Bonds pursuant to this Agreement if at any time hereafter any of the following shall occur:

- (a) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange;
- (b) the New York Stock Exchange, or other national securities exchange, or any governmental authority, shall impose, as to the Warrants or the Bonds or obligations of the general character of the Warrants or the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of FNCMI;
- (c) a general banking moratorium shall have been established by federal, New York or Nebraska authorities; or
- (d) any action, suit, proceedings, inquiry or investigation at law or in equity or before or by any court, public board or body shall be pending or threatened against the District, which is not now pending or threatened, and which, in FNCMI's reasonable opinion, could adversely affect either the District or the marketing, sale and delivery of the Warrants or the Bonds.

Section 6. Compensation. As compensation for purchasing the District's Warrants, FNCMI will receive a fee payable in warrants at the time of such issuance equal to 2.0% of the aggregate principal amount of the Warrants it so purchases (excluding the principal amount of fee warrants issued by the District to pay FNCMI, as underwriter). As compensation in connection with its purchase or placement of the Bonds, FNCMI will receive a fee equal to 2.0% of the aggregate principal amount of the Bonds it purchases or places. Such fee shall be paid from the proceeds of the Bonds and may be taken as a discount from the purchase price of such Bonds, as set forth in Section 4 hereof. If FNCMI agrees to purchase the District's general obligation refunding bonds it will be compensated a percentage mutually agreed to by FNCMI and the District of the aggregate principal amount of such refunding issue.

Section 7. Miscellaneous. This Agreement shall be binding upon, and inure to the benefit of, and be enforceable by, the parties hereto (and FNBO to the extent of its third party beneficiary rights under Section 1) and their respective successors and assigns, but this Agreement shall not be assignable without the prior written consent of each party hereto, except that, FNCMI (and FNBO to the extent of its third party beneficiary rights under Section 1) may, without consent, assign this Agreement to any affiliate of FNCMI (and FNBO, as applicable) or any corporation, firm or other entity into which FNCMI (and FNBO, as applicable) may merge

or consolidate or to which FNCMI (and FNBO, to the extent of its third party beneficiary rights under Section 1) may sell all or substantially all of its assets. This Agreement shall be construed, performed and enforced in accordance with, and governed by the laws of the State, without giving effect to the principles of conflicts of law thereof. No waiver of any breach or default hereunder shall be considered valid unless in writing, and no such waiver shall be deemed to be a waiver of any subsequent breach or default of the same or similar nature. This Agreement may not be modified or amended except by a written agreement signed by the parties hereto. This Agreement constitutes the entire contract between the parties relative to the subject matter hereof.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**FIRST NATIONAL CAPITAL MARKETS,
INC.**

By David Gota
Its DAVID GOTA President

KUEHL CAPITAL CORPORATION

By _____
Its _____

**SANITARY AND IMPROVEMENT
DISTRICT NO. 294 OF SARPY COUNTY,
NEBRASKA**

By _____
Its _____

[Signature Page to Agreement]

APPENDIX A

FORM OF INVESTOR LETTER

[Date]

Sanitary and Improvement District
No. ___ of [Douglas] [Sarpy] County, Nebraska

Re: \$ _____ [General Obligation Bonds, Series 20__] [General Fund Warrants]
[Construction Fund Warrants], Dated _____

Ladies and Gentlemen:

The undersigned is the purchaser (the "Purchaser") of \$ _____ in aggregate principal amount of [General Obligation Bonds, Series 20__ (the "Bonds")] [Construction Fund Warrants] [General Fund Warrants] (collectively, the "Warrants") issued by Sanitary and Improvement District No. ___ of [Douglas] [Sarpy] County, Nebraska (the "District") and is making the representations, agreements and statements set forth in this investor letter (this "Letter") as an inducement to the District to issue and sell the [Bonds] [Warrants] to the Purchaser. In connection with the purchase of the [Bonds] [Warrants], the Purchaser acknowledges, agrees and represents as follows:

1. The Purchaser has been advised that: (a) the [Bonds] [Warrants] are not registered under the Securities Act of 1933, as amended (the "Securities Act"), or with any state securities agency or commission; (b) the District is not presently required to register under Section 12 of the Securities and Exchange Act of 1934, as amended (the "Exchange Act"); and (c) the [Bonds] [Warrants] are not being issued as part of a transaction which is subject to the provisions of Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Exchange Act ("Rule 15c2-12"). The Purchaser therefore understands that, if and when it wishes to resell the [Bonds] [Warrants], there may not be available current business and financial information about the District. In addition, the Purchaser will not offer, sell or otherwise dispose of the [Bonds] [Warrants], except (i) in material compliance with all applicable state and federal securities laws, including Rule 15c2-12, (ii) with full and accurate disclosure of all material facts, to the extent required by law, to the prospective purchaser(s) or transferee(s) (iii) either under effective federal and state registration statements (which the District shall in no way be obligated to provide) or pursuant to exemptions from such registrations and (iv) upon the delivery by the prospective purchaser(s) or transferee(s) of an investor letter identical in form and substance of this Letter. In addition, the Purchaser will not offer, sell or otherwise dispose of the [Bonds] [Warrants] or any maturity thereof in principal amounts of less than \$100,000. Accordingly, the Purchaser understands that it may need to bear the risks of this investment for an indefinite time since any sale or transfer prior to the maturity of the [Bonds] [Warrants] may not be possible or permitted or may be at a price below that which the Purchaser is paying for the [Bonds] [Warrants].

2. The Purchaser is (a) a bank, registered investment company, insurance company or other institutional "accredited investor" as defined in Rule 501(a)(1), (2), (3) or (7) of Regulation D promulgated by the Securities and Exchange Commission pursuant to the Securities Act, (b) a "qualified institutional buyer" as defined in Rule 144A promulgated by the Securities and Exchange Commission pursuant to the Exchange Act and under various state securities laws and is not an individual or (c) described in Paragraph 4.

3. The Purchaser is duly and validly organized under the laws of its jurisdiction of incorporation or organization, is duly and legally authorized to purchase obligations such as the

[Bonds] [Warrants] and has satisfied itself that the [Bonds] [Warrants] are a lawful investment for this organization under all applicable laws. The Purchaser can bear the economic risk of the purchase of the [Bonds] [Warrants] and has such knowledge and experience in business and financial matters, including the analysis of a participation in the purchase of similar investments, as to be capable of evaluating the merits and risks of an investment in the [Bonds] [Warrants] and are aware of the use of the proceeds and the risks involved therein.

4. If not described in Paragraph 2, the Purchaser is a registered investment advisor purchasing the [Bonds] [Warrants] for inclusion in the portfolio of a registered investment company advised by the Purchaser and over whose transactions it has discretionary power. If described in this Paragraph 4, it has such knowledge and experience in business and financial matters, including the analysis of a participation in the purchase of similar investments, as to be capable of evaluating the merits and risks of an investment in the [Bonds] [Warrants], and the investment company for which the Purchaser is purchasing the [Bonds] [Warrants] is duly and validly organized under the laws of its jurisdiction of incorporation or organization and can bear the economic risk of the purchase of the [Bonds] [Warrants].

5. The [Bonds] [Warrants] have been purchased for the account of the Purchaser (except as described in Paragraph 4, in which instance it has been purchased for the account of one registered investment company managed by the Purchaser) for investment and not with a view to the distribution, transfer or resale of all or any portion thereof, provided that the Purchaser may transfer the [Bonds] [Warrants] to an affiliate at any time, and provide further that the disposition of the [Bonds] [Warrants] shall at all times be within the sole control of the Purchaser (subject to the provisions of Paragraph 1). The Purchaser agrees to indemnify and hold harmless the addressees of this Letter with respect to any and all claims arising from or related to its sale or transfer of the [Bonds] [Warrants].

6. The Purchaser has been offered a sufficient opportunity to conduct an investigation concerning the terms and conditions of the offering of the [Bonds] [Warrants] and to obtain any information on the status of the District. The Purchaser is familiar with the condition, financial or otherwise, of the District and has been furnished all operational and financial information about the District deemed necessary to the Purchaser to evaluate the merits and risks of an investment in the [Bonds] [Warrants].

7. The Purchaser has received and reviewed a copy of the resolution adopted by the Board of Trustees of the District approving the transactions related to the [Bonds] [Warrants], including the issuance thereof, each of the documents approved thereby and any other documents it deemed necessary in connection therewith.

8. The Purchaser has not relied and does not rely on any party other than the District or its agents for furnishing or verifying information requested by the Purchaser relating to the District or information relating to the terms of [Bonds] [Warrants] and terms of the underlying transactions related to the [Bonds] [Warrants].

All statements and representations of the Purchaser in this Letter are made solely and exclusively in connection with its purchase of the [Bonds] [Warrants] and are made solely for the benefit of the addressees hereto and no other party shall or may be a third party beneficiary hereof. The foregoing statements and representations shall survive the execution and delivery to the Purchaser of the [Bonds] [Warrants] and the instruments and documents contemplated thereby.

Sarpy Co. SID #294-Remington Ridge (Phase III)

APPENDIX B

Financing Conditions & Limitations

• General Fund Warrant limitations:

The District agrees to limit the issuance of General Fund warrants to prevent outstanding General Fund warrant maturities from going past their stated maturity dates. In the event that this would occur, prior to General Fund warrants going past their maturities, the District agrees to present the Underwriter with a cash flow analysis showing projected costs and a corresponding strategy to get the General Fund on a cash basis.

• Construction Fund Warrant Limitations:

The Purchaser's intent is to participate in the entire project, provided that the financial feasibility of each additional phase is demonstrated and subsequently approved by the Purchaser. The Purchaser is committing to purchase Phase III warrants in the approximate amount of \$3,300,000 for the installation for public improvements. The District agrees to limit the issuance of Construction Fund Warrants to approximately \$3,300,000, with the distribution of improvement costs to be 63.38% Special Assessments, 6.28% Reimbursable General Obligation and 30.34% General Obligation. The maximum amount of warrants issued for General Obligation costs is limited to \$1,000,000.

The District agrees that the issuance of warrants for additional phases shall not commence until the Purchaser has reviewed updated costs and projections, as provided by the Fiscal Agent, demonstrating continued financial feasibility of the District, and has provided a commitment to purchase warrants for such additional phases.

Any amendment to the overall cost limits and/or distribution between General Obligation costs and Special Assessments must be financially feasible for the District. Any amendment beyond the limits detailed above must be approved by the Purchaser prior to warrants being issued.

- The District agrees that, upon receipt of a final statement of costs from the District Engineer for each phase, the distribution of costs will be adjusted to allow for a \$0.65 Bond Fund tax levy in the event that the projected full build out Bond Fund tax levy exceeds \$0.65.
- The District agrees to Levy Special Assessments upon completion of the installation of public improvements over 10 annual installments.
- The District agrees that it will not issue warrants for payment of land acquisition to the Developer for permanent storm water detention cells, outlots, park ground, trail corridor and buffer until after Phase III improvements have been installed and special assessments levied and the District can produce a cash flow projection showing a final tax levy for full build out at \$0.65 or less and expenses must be allowable under subdivision agreement and must be able to obtain legal opinion on warrants.
- The Purchaser may discontinue the purchase of warrants if any of the above conditions are not met, taxes become delinquent and/or installments of special assessments become 3 years delinquent.

Specials	\$	2,085,108	63.38%
G.O. Reimbursable	\$	206,533	6.28%
General Obligation	\$	998,225	30.34%
TOTAL	\$	3,289,866	100%
95 SF Homes @ \$300,000	\$	28,500,000	
100 Total	\$	28,500,000	
Special Assessments per lot	\$	21,948.51	
Est. of Value at 100% Development	\$	28,500,000	G.O. D/V 3.50%
Est. of Value at 90% Development	\$	25,650,000	G.O. D/V 3.89%
Warrant Total to be Issued	\$	3,289,866	

ITEM	TOTAL	Specials	Reimb	G.O.
Sanitary Sewer	616,700	616,700	-	-
Paving - Minor	836,962	677,971	-	158,991
Paving - Major	-	-	-	-
Sidewalks	-	-	-	-
Water - Interior	596,700	596,700	-	-
Water - Exterior	69,000	-	-	69,000
Underground Electrical	182,250	182,250	-	-
Land Aquisition	178,405	-	-	178,405
Payment to Sarpy County for Giles Road	120,000	-	-	120,000
Sewer Fees	212,545	-	206,533	6,012
Storm Sewer	460,894	-	-	460,894
Administrative Fee - (1% to City)	16,410	11,487	-	4,923
Park Fees	-	-	-	-
TOTAL	3,289,866	2,085,108	206,533	998,225
	\$ 3,111,461	2,085,108	206,533	819,820

*Land Acquisition Payment is not Paid or Financed until the District is stable
 * Phase I Land acquisition to come in at the time of Phase 3 Special Assessments assuming a BF Levy of \$.65 or less

SUMMARY OF ESTIMATED CONSTRUCTION COSTS

PROJECT: REMINGTON RIDGE PHASE III ZONING: SINGLE FAMILY 95 LOTS
 DEVELOPER: BOYER YOUNG
 AREA (ACRES): 44.43
 JURISDICTION: SARPY COUNTY
 DATE: 03/14/16
 ESTIMATED BY: WESTERGARD
 E&A PROJECT: P2010.083.002

REMINGTON RIDGE , PHASE III (FOR FISCAL COMMITMENT)						
ITEM	CONSTRUCT.	TOTAL	SPECIAL ASSESS.	G.O. REIMBURS.	G.O. NON-REIMB	
SANITARY SEWER (INTERIOR)	440,500	616,700	616,700			0
PAVING(INTERIOR)	597,830	836,962	677,971			158,991
PAYMENT TO SARPY FOR GILES ROAD	100,000	120,000	0	0		120,000
WATER (INTERIOR)	442,000	596,700	596,700	0		0
WATER (EXTERIOR) & GAS DEFICIENCY	60,000	69,000		0		69,000
UNDERGROUND ELECTRICAL	135,000	182,250	182,250			0
STORM SEWER	329,210	460,894	0			460,894
SEWER FEES	184,821	212,544		206,533		6,012
LAND ACQUISITION	SEE NOTE BELOW ON THIS PAGE REGARDING OUTLOT ACQUISITION					
ADMINISTRATIVE FEE (1%)	13,675	16,410	11,487			4,923
TOTALS	2,303,036	\$3,111,461	\$2,085,109	\$206,533	\$	819,819

SINGLE FAMILY ASSESSMENT PER LOT

\$ 21,949

NOTES:

3) VALUATION: 95 S.F. @ \$300,000 = \$28,500,000

TOTAL @ 100%	\$ 28,500,000
90% OF VALUE	\$ 25,650,000

4) G.O. DEBT RATIO = \$819,819 / \$ 25,650,000 = 3.20%

THE FOLLOWING OUTLOTS ARE ELIGIBLE TO BE ACQUIRED BY THE SID FROM THE DEVELOPER SUBJECT TO FISCAL AGENT APPROVAL:

OUTLOT	ACRES	VALUATION	DEBT RATIO
OUTLOT "A", BUFFER	2.203	\$35,500.00	\$78,207
OUTLOT "B", PCSMP	1.984	\$35,500.00	\$70,432
OUTLOT "C", BUFFER	0.750	\$35,500.00	\$26,625
OUTLOT "D", PCSMP	0.315	\$35,500.00	\$11,183
OUTLOT "E", PCSMP	3.394	\$35,500.00	\$129,487
OUTLOT "F", CHANNEL/WETLAND/OPEN SPACE	2.895	\$35,500.00	\$102,773
OUTLOT "G", PCSMP	1.475	\$35,500.00	\$52,363
OUTLOT "H", CHANNEL/WETLAND/OPEN SPACE	4.983	\$35,500.00	\$176,897



**First National
Capital Markets**

Member FINRA & SIPC

April 6, 2016

Sanitary and Improvement District No. 294
Of Sarpy County, Nebraska
11440 West Dodge Road
Omaha, NE 68144

Attn: Larry Jobeun

Re: Disclosures by Underwriter
Pursuant to MSRB Rule G-17 & G-23
Debt Obligations of Interest

Dear Chairperson:

We are writing to provide you, as the Chairman of Sanitary and Improvement District No. 294 of Sarpy County, Nebraska (the "District"), with certain disclosures relating to the above captioned bond issue (the "Bonds"), as required by the Municipal Securities Rulemaking Board ("MSRB") Rule G-17 ("Rule G-17") as set forth in MSRB Notice 2012-25 (May 7, 2012)¹ and MSRB Rule G-23 (together with Rule G-17, the "Rules").

You have engaged First National Capital Markets, Inc. ("FNCMI") to serve as an underwriter, and not as a financial advisor or municipal advisor, in connection with the purchase of the Bonds. As part of our services as underwriter, FNCMI may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds.

Section 1. Disclosures Concerning the Underwriter's Role. In serving as underwriter for the Bonds, these are some important disclosures that clarify FNCMI's role and responsibilities in connection with the Rules:

- (a) FNCMI is an underwriter and not a financial advisor;
- (b) Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors;
- (c) FNCMI's primary role is to purchase or arrange for the purchase of the Bonds with a view to distribution in an arm's-length commercial transaction with the District. FNCMI has financial and other interests that differ from those of the District in regards to the sale of the Bonds. FNCMI will not engage in a course of conduct that is inconsistent with an arm's length relationship with the District in connection with the issuance and sale of the Bonds;

¹ Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective August 2, 2012).



(d) Unlike a municipal advisor, FNCMI does not have a fiduciary duty to the District under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the District without regard to its own financial or other interests;

(e) FNCMI has a duty to purchase or arrange for the purchase of the Bonds from the District at a fair and reasonable price, but must balance that duty with its duty to sell or arrange for the sale of the Bonds to investors at prices that are fair and reasonable; and

(f) FNCMI will review the official statement for the Bonds in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction².

Section 2. Disclosures Concerning the Underwriter's Compensation. FNCMI will be compensated by a fee that will be set forth in the Bond Purchase Agreement (the "**Purchase Agreement**"), between the District and the co-underwriter FNCMI selects, relating to the Bonds, to be negotiated and entered into in connection with the sale and delivery of the Bonds. Payment or receipt of the underwriting fee will be contingent on the closing of the transaction and the amount of the fee may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since FNCMI may have an incentive to recommend to the District a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Section 3. Additional Conflicts Disclosures—Conflicts of Interest/Payments to or from Third Parties. FNCMI intends to enter into a separate agreement with a co-underwriter that enables the co-underwriter to distribute the Bonds underwritten by or allocated to FNCMI. Under that agreement, FNCMI will share with co-underwriter a portion of the fee or commission paid to FNCMI.

Section 4. Complexity/Risks Associated with the Issuance of the Bonds. The Bonds are tax-exempt obligations. This requires that you comply with various Internal Revenue Service ("IRS") requirements and restrictions relating to how you use and invest the proceeds of the Bonds, how you use any improvements or public infrastructure constructed with proceeds of the Bonds and other restrictions throughout the term of the Bonds. These requirements and restrictions may constrain how you utilize improvements financed with the proceeds of the Bonds and/or finance other improvements in the District. Further, violation of these requirements and restrictions can result in the Bonds becoming taxable and may cause you to become liable to the IRS and to the investors. In addition, in the event of an audit of the Bonds by the IRS, obtaining an independent review of IRS positions with which you legitimately disagree is difficult and may not be practicable.

As with any municipal bond issue, your obligation to pay principal and interest will be a contractual obligation that will require you to make these payments no matter what constraints you encounter. This may require the District to substantially raise its bond fund levy prior to maturity of the Bonds. Depending upon the terms of the Bonds, if you fail to make a payment of principal or interest, bondholders may have the right to petition for the appointment of an administrator in lieu of the District Board of Trustees. The Board of Trustees or the new administrator, if any, may negotiate agreements to

²

Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by FNCMI is solely for purposes of satisfying its obligations under the federal securities laws and such review should not be construed by the District as a guarantee of the accuracy or completeness of the information in the official statement.



First National Capital Markets

Member FINRA & SIPC

compromise the Bonds, including the issuance of new bonds in conjunction with a workout. This effort can include a voluntary Chapter 9 bankruptcy filing by the District.

The District has previously adopted a resolution outlining the Federal tax law and disclosure requirements associated with any issuance of tax-exempt obligations. The issuance of the Bonds will be subject to such procedures, including but not limited to an obligation to review educational resources regarding post-issuance compliance with Federal tax laws and to review tax documents executed in connection with the issuance of the Bonds to ensure compliance with applicable yield restriction requirements under Section 148(a) of the Internal Revenue Code.

Section 5. Miscellaneous. If the District has any questions or concerns about these disclosures, then you should make those questions or concerns known immediately to the undersigned. In addition, the District should consult with its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. It is our understanding that you have the authority to bind the District by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Under the Rules, we are required to seek your acknowledgement that you have received this letter. Accordingly, please send me an email to that effect or sign and return the enclosed copy of this letter to me at the address set forth above/below. Depending on the structure of the transaction that the District decides to pursue, Rule G-17 may require us to send you additional disclosures regarding the material financial characteristics and risks of such transaction.

Thank you.

Sincerely,

David Cota
President, First National Capital Markets

ACKNOWLEDGEMENT OF RECEIPT:

By: _____

Name: _____

Title: _____



Engineering Answers

E&A CONSULTING GROUP, INC.

Planning • Engineering • Environmental & Field Services

10909 Mill Valley Rd, Suite 100
Omaha, NE 68154-2509

www.eacg.com

Phone: 402.895.4700
Fax: 402.895.3599

April 8, 2016

Chairman and Board of Trustees
SID No. 294, Sarpy County, NE
Mr. Larry Jobeun, Attorney
11440 West Center Road
Omaha, NE 68144

RE: INFORMATION FOR RESOLUTION OF NECESSITY
REMINGTON RIDGE, SID 294
SANITARY SEWER, STORM SEWER AND PAVING SYSTEM – SECTION III
E & A #P2010.083.002

Dear Mr. Jobeun and Boardmembers:

Below is the description and location of an improvement designated as SANITARY SEWER, STORM SEWER AND PAVING SYSTEM – SECTION III to be built and constructed within Sarpy County, or within dedicated easements acquired by SID 294, Sarpy County.

The outer boundaries of the area, which may become subject to Special Assessments for said improvement, are proposed to be the same as the outer boundaries of SID 294.

SANITARY SEWER SYSTEM - SECTION III

The work to be performed in this improvement shall consist of the installation of 8" and 6" internal diameter PVC sanitary sewer pipe, and including other approved materials together with manholes, structures, necessary appurtenances and other items of work incidental and necessary for a completed project.

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

A. Construct an 8-inch internal diameter sanitary sewer pipe in the following locations:

1. Within a proposed permanent sewer easement within Outlot "H" , from an existing manhole located north of Giles Road and approximately 460 feet west of 194th Street, thence northerly through Outlot 'H' to a proposed Manhole located within the S. 196th Street right-of-way at the intersection of S. 196th Street and Rosewood Street.

2. S. 196th Street from a proposed manhole located at the intersection of S. 196th Street and Rosewood Street, thence northerly to the intersection of S. 196th Street and Redwood Street.
 3. Rosewood Street from a proposed manhole located at the centerline of Rosewood Street near the northwest of Lot 251, thence easterly to a proposed manhole located at the intersection of S. 195th Street and Rosewood Street.
 4. S. 195th Street from a proposed manhole located at the intersection of S. 195th Street and Rosewood Street, thence northerly to a proposed manhole located within the right-of-way adjacent to Lots 186 & 188.
 5. Cottonwood Street from a proposed manhole located at intersection of Cottonwood Street and S. 195th Street, thence easterly to a proposed manhole located at the intersection of Cottonwood Street and S. 194th Avenue.
 6. Willow Circle from a proposed manhole located at the intersection of S. 195th Street and Willow Circle, thence easterly to a proposed manhole near the southwest corner of Lot 182.
 7. S. 194th Avenue/Redwood Street from a proposed manhole located at the intersection of Cottonwood Street and S. 194th Avenue, thence northerly and thence westerly to a manhole located at the centerline of Redwood Street near the southwest corner of Lot 229.
 8. Redwood Street from a proposed manhole located at the centerline of Redwood Street south of Lots 236 & 235, thence easterly to a proposed manhole at the centerline of Redwood Street south of Lots 230 & 231.
- B. Construct 6-inch internal diameter sanitary sewer taps from the proposed 8-inch sanitary sewer main to service the proposed lots in the following locations:
1. S. 196th Street from a proposed manhole located at the intersection of S. 196th Street and Rosewood Street, thence northerly to the intersection of S. 196th Street and Redwood Street, for services abutting the proposed S. 196th Street right-of-way.
 2. Rosewood Street from a proposed manhole located at the centerline of Rosewood Street north of Lot 251, thence easterly to a proposed manhole located at the intersection of S. 195th street and Rosewood Street, for services abutting the proposed Rosewood Street right-of-way.

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3. S. 195th Street from a proposed manhole located at the intersection of S. 195th Street and Rosewood Street, thence northerly to a proposed manhole located within the right-of-way adjacent to Lots 186 & 188, for services abutting the proposed S. 195th Street right-of-way.
4. Cottonwood Street from a proposed manhole located at the intersection of Cottonwood Street and S. 195th Street, thence easterly to a proposed manhole located at the intersection of Cottonwood Street and S. 194th Avenue, for services abutting the proposed Cottonwood Street right-of-way.
5. Willow Circle from a proposed manhole located at the intersection of S. 195th Street and Willow Circle, thence easterly to a proposed manhole near the southwest corner of Lot 182.
6. S. 194th Avenue/Redwood Street from a proposed manhole located at the intersection of Cottonwood Street and S. 194th Avenue, thence northerly and thence westerly to a manhole located at the centerline of Redwood Street south of Lots 228 & 229, for services abutting the proposed S. 194th Avenue and Redwood Street right-of-way.
7. Redwood Street from a proposed manhole located at the centerline of Redwood Street south of Lots 236 & 235, thence easterly to a proposed manhole at the centerline of Redwood Street south of Lots 230 & 231, for services abutting the proposed Redwood Street right-of-way.

STORM SEWER SYSTEM – SECTION III

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

1. A 54" storm sewer pipe beginning at the discharge point of a proposed flared end section located in Outlot "G" 88 feet southeasterly, more or less, of the northeast corner of Lot 209; thence northerly a distance 65 feet, more or less, to a proposed curb inlet located on the south side of Rosewood Street and 54 feet, more or less, from the northeast corner of Lot 209; thence northerly 33 feet, more or less, to a proposed curb inlet located 28 feet, more or less, from the southeast corner of Lot 208; thence westerly 41 feet, more or less, to a proposed manhole in the intersection of Rosewood Street and 195th Street and 13 feet southwest, more or less, of the northeast corner of Lot 208; thence westerly 313 feet, more or less, to a proposed manhole in the intersection of 196th Street and Rosewood Street and 15 feet southwest, more or less, of the southwest corner of Lot 213; thence northerly 87 feet, more or less, to a proposed curb inlet located 10 feet west, more or less, of the northwest corner of Lot 213; thence northerly 202 feet, more or less, to a proposed curb inlet 10 feet west, more or less, of the northwest corner of Lot 216; thence

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northerly 182 feet, more or less, to a proposed manhole located in the intersection of Cottonwood Street and 196th Street and 20 feet southwest, more or less, of the southwest corner of Lot 219; thence northerly 95 feet, more or less, to a proposed curb located 10 feet west, more or less, of the southwest corner of Lot 220; thence westerly 43 feet, more or less, to a proposed curb inlet located 10 feet east, more or less, of the southeast corner of Lot 243.

2. A 15" storm sewer pipe located 10 feet east, more or less, from the northeast corner of Lot 249; thence southeasterly a distance of 30 feet, more or less, to a proposed curb inlet located 10 feet west, more or less, of the northwest corner of Lot 213.
3. An 18" storm sewer pipe located 10 feet east, more or less, from the southeast corner of Lot 245; thence southeasterly a distance of 44 feet, more or less, to a proposed curb inlet located 10 feet west, more or less, of the northwest corner of Lot 116.
4. A 42" storm sewer pipe located 13 feet southwest, more or less, of the southwest corner of Lot 208; thence northerly 300 feet, more or less, to a proposed manhole located 8 feet west, more or less, of the southwest corner of Lot 204; thence northerly 257 feet, more or less, to a manhole in the intersection of Cottonwood Street and 195th Street and located 20 feet southwest, more or less, of the southwest corner of Lot 180; thence northerly 136 feet, more or less, to a proposed curb inlet located 26 feet southwest, more or less, of the northwest corner of Lot 180; thence northwesterly 51 feet, more or less, to a proposed curb inlet located 10 feet east of the northeast corner of Lot 194.
5. A 30" storm sewer pipe located 30 feet southwest, more or less, from the southwest corner of Lot 180; thence easterly a distance of 214 feet, more or less, to a proposed curb inlet located 42 feet southwest, more or less, of the southwest corner of Lot 179; thence easterly 110 feet, more or less, to a proposed curb inlet located 20 feet southwest, more or less, of the southeast corner of Lot 181; thence easterly 100 feet, more or less, to a proposed manhole located in the intersection of Cottonwood Street and 194th Street and is 20 feet southwest, more or less, of the southwest corner of Lot 157; thence northerly 156 feet, more or less, to a proposed inlet located 10 feet west, more or less, of the northwest corner of Lot 158; thence northerly 195 feet, more or less, to a proposed curb inlet located 10 feet west, more or less, of the northwest corner of Lot 161; thence northerly 195 feet, more or less, to a curb inlet located 10 feet west, more or less, of the northwest corner of Lot 164.
6. A 15" storm sewer pipe beginning at a proposed curb inlet on the south side of Cottonwood Street 63 feet, more or less, from the northeast corner of Lot 202; thence northerly 31 feet, more or less, to a proposed curb inlet 42 feet southwest, more or less, of the southwest corner of Lot 179.

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7. An 18" Storm sewer pipe beginning at a proposed curb inlet on the west side of 194th Street and 10 feet east, more or less, of the southeast corner of Lot 177; thence easterly 32 feet, more or less, to a proposed curb inlet located 10 feet west, more or less, of the southwest corner of Lot 159.
 8. An 18" Storm sewer pipe beginning at a proposed curb inlet located 10 feet, more or less, east of the northeast corner of Lot 175; thence southeasterly 36 feet, more or less, to a proposed curb inlet located 10 feet, more or less, west of the northwest corner of Lot 161.
 9. A 42" Storm sewer pipe beginning at the proposed manhole in the intersection of Rosewood Street and 196th Street and is 15 feet southwest, more or less, of the southwest corner of Lot 213; thence westerly 55 feet, more or less, to a proposed curb inlet located 18 feet southwest, more or less, of the southeast corner of Lot 249; thence westerly 135 feet, more or less, to a future development curb inlet, the pipe will be plugged at a location 10 south, more or less, of the southwest corner of Lot 249.
 10. A 15" Storm sewer pipe beginning at the curb inlet 18 feet, more or less, northwesterly of the northeast corner of Lot 250; thence northerly a distance of 33 feet, more or less, to a proposed curb inlet 18 feet southwest, more or less, of the southeast corner of Lot 249.
 11. An 18" Storm sewer pipe beginning at the discharge point of proposed flared end, outside of the platted area, 166 feet southwest, more or less, of the northwest corner of Lot 237; thence northerly 16 feet, more or less, to a proposed manhole on the south side of Redwood Street, 163 feet northwest, more or less, of the northwest corner of Lot 237; thence northerly 177 feet, more or less, to proposed manhole located outside the platted area, 41 feet northwest, more or less, of the northwest corner of Lot 236; thence westerly 117 feet, more or less, to a proposed area inlet located 158 feet northwest, more or less, of the northwest corner of Lot 237.
- B. Construct a system of roads and streets and related work located as follows:
1. Rosewood Street from existing Rosewood Street, thence westerly a distance of 852 feet, more or less, to the end of the proposed Section III at the end of Lot 249.
 2. Cottonwood Street from existing Cottonwood Street, thence westerly a distance of 886 feet, more or less, to the end of the proposed Section III at the end of Lot 244.
 3. 194th Street from existing Cottonwood Street; thence northerly a distance of 691 feet, more or less, to a bend to the west that begins the proposed Redwood Street.

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4. Redwood Street from proposed 194th Street; thence westerly a distance of 941 feet, more or less, to the end of the proposed Section III at the end of 197th Street.
5. 195th Street from the existing 195th street; thence southerly a distance of 1527 feet, more or less, to the proposed Rosewood Street.
6. Willow Circle from proposed 195th Street; thence easterly a distance of 125 feet, more or less.
7. 196th Street from proposed Redwood Street, thence southwesterly a distance of 1351 feet, more or less, to the end of the proposed Section III at the end of Lot 212.
8. 197th Street from existing 197th Street; thence southerly a distance of 155 feet, more or less, to the proposed Redwood Street.

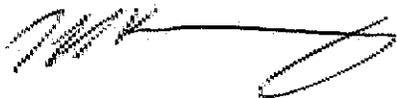
The engineer's estimate for the total cost of this improvement described as SANITARY SEWER, STORM SEWER AND PAVING SYSTEM – SECTION III, including all engineering, fiscal, legal fees, administrative costs and other miscellaneous costs is \$1,939,000.

A proposed Notice to Contractors for the referenced improvement is enclosed.

If you have any questions relative to the above information, please contact the undersigned.

Sincerely,

E & A CONSULTING GROUP, INC.



Jeffrey W. Kopocis, P.E.
Project Manager

E&A CONSULTING GROUP, INC.

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NOTICE TO CONTRACTORS

Sanitary and Improvement District No. 294 of Sarpy County, Nebraska.
Sealed proposals will be received by the Clerk of said District at the office of E & A Consulting Group, 10909 Mill Valley Rd, Suite 100, Omaha, Nebraska until 2:00 P.M. on the _____ day of _____, 2016, for furnishing all labor, tools, materials and equipment required to construct as SANITARY SEWER, STORM SEWER AND PAVING SYSTEM – SECTION III for Sanitary and Improvement District No. 294, Sarpy County, Nebraska, as per the plans and specifications for said work, at the locations shown on the detailed drawings and in the specifications now on file with the Clerk of said District and available at the office of E & A Consulting Group, which proposals as are received will, at that time, be publicly opened, read aloud and tabulated. The work consists essentially of the following estimated quantities:

APPROXIMATE QUANTITIES

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>
1.	Construct 8" Solid Wall PVC Sanitary Sewer Pipe	5,769	LF
2.	Construct Over Depth (>15') 8" Solid Wall PVC Sanitary Sewer Pipe	465	LF
3.	Construct 6" Solid Wall PVC Sanitary Sewer Service Line	2,974	LF
4.	Construct 54" I.D. Sanitary Manhole (27)	328	VF
5.	Construct Sanitary Sewer Pipe Plug	1	EA
6.	Connect to Existing Sanitary Sewer Manhole	1	EA
7.	Construct Concrete Manhole Ring Retainer	1	EA
8.	Remove Existing Well	1	LS
9.	Construct 15" RCP, Class III	128	LF
10.	Construct 18" RCP, Class III	1,036	LF
11.	Construct 24" RCP, Class III	484	LF
12.	Construct 30" RCP, Class III	329	LF
13.	Construct 36" RCP, D0.01=1,350	264	LF
14.	Construct 42" RCP, D0.01=1,350	928	LF
15.	Construct 54" RCP, D0.01=1,350	99	LF
16.	Construct 54" Storm Manhole (3)	14.5	VF
17.	Construct 60" Storm Manhole (1)	8.9	VF
18.	Construct 72" Storm Manhole (3)	24.3	VF
19.	Construct 84" Storm Manhole (1)	6.9	VF
20.	Construct Curb Inlet, Type I	11	EA
21.	Construct Curb Inlet, Type III	10	EA
22.	Construct Curb Inlet, Modified Type III	2	EA
23.	Construct 18" RCP Flared End Section	1	EA
24.	Construct 54" RCP Flared End Section	1	EA
25.	NDOR Type 'A' Riprap	11	TONS
26.	NDOR Type 'B' Riprap	54	TONS
27.	Common Excavation	115	CY
28.	Construct 7" P.C.C. Pavement with Integral Curb	18,667	SY
29.	Earthwork (Subgrade Preparation)	6,230	CY
30.	Construct Street Name Sign and Post	8	EA

31.	Construct End of Road Marker	18	EA
32.	Construct 5" P.C.C. Temporary Turn-Around	180	SY
33.	Adjust Manhole to Grade	21	EA
34.	Remove Temporary Turn-Around	45	SY
35.	Remove End of Road Markers	12	EA
36.	Remove Concrete Header	100	LF

The amount of the engineer's estimate of the cost of said improvements (exclusive of engineering, fiscal, legal, interest, easement acquisition, and miscellaneous costs) is \$1,385,000.

All proposals must be submitted on bid forms furnished by E & A Consulting Group, and must be accompanied by a bid bond or a certified check in the amount not less than \$69,250 made payable to the Treasurer of Sanitary and Improvement District No. 294 as security that the bidder to whom the contract may be awarded will enter into a contract to build the improvements in accordance with this Notice to Contractor and will give a contract and maintenance bond in the amount of 100% of the total contract price, all as provided in the specifications. Bid bonds must be executed by a duly licensed corporate surety. Checks accompanying proposals not accepted shall be returned to the bidders.

No bidder may withdraw his proposal for a period of sixty (60) days after date set for opening of bids. All proposals must be enclosed in an envelope, sealed and addressed to the "Clerk of Sanitary and Improvement District No. 294" and shall be marked "PROPOSAL FOR SANITARY SEWER, STORM SEWER AND PAVING SYSTEM - SECTION III" with the bidder's name and address on said envelope.

The Bid Security shall be in a separate sealed envelope attached to the Proposal envelope and shall be marked "BID SECURITY" with the project identified thereon. Proposals received after the above time shall be returned unopened to the bidder submitting the proposal.

The work herein provided shall be done under written contract with the responsible bidder submitting the lowest acceptable bid in accordance with the requirements of the plans and specifications and as provided by law.

Plans, specifications, and contract documents governing the above-referenced proposal as prepared by E & A Consulting Group, 10909 Mill Valley Rd, Suite 100, Omaha, Nebraska, are hereby made a part of this Notice. The proposed contract shall be executed in compliance therewith. Copies of said plans and specifications may be obtained by interested bidders at the office of E & A Consulting Group upon payment of \$50.00, none of which will be refunded.

Sanitary and Improvement District No. 294 of Sarpy County, Nebraska, reserves the right to reject any or all bids received and to waive informalities and irregularities.

SANITARY AND IMPROVEMENT DISTRICT NO. 294, SARPY COUNTY, NE.

Clerk



Account Number	Due Date	Total Amount Due
2442111612	Apr 18, 2016	\$569.07

For bill inquiries call the Omaha Office
(402) 536-4131. See back for toll-free number.

Customer Name: SID 294 SARPY CO
Statement Date: March 29, 2016

Billing Information for service address: 19200 GREEN LEAF ST, STLT Gretna NE

Billing Period From 02-26-2016 To 03-29-2016 @32 Days

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate
SL61	\$535.68	\$2.81	\$568.11

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate

Sales Tax 29.62
 Total Charges \$568.11 **X3**
 Previous Balance 0.96
 Total Amount Due \$569.07
 Late Payment Charge of \$22.72 applies after due date. **1,704.33**
\$2,273.40

Please return this portion with payment

North Omaha Station is transforming for future generation. See Outlets for the full story.

Statement Date: March 29, 2016

Account Number	Due Date	Total Amount Due
2442111612	Apr 18, 2016	\$569.07

Late Payment Charge of \$22.72 applies after due date.

Amount Paid

Energy Assistance: Monthly \$1 \$2 \$5 Other \$ _____

One-Time Contribution \$ _____

A current phone number on our record simplifies outage reporting. Your service address is identified by the phone number:

Check Here to indicate name, address or phone changes on back of this statement

ATTN: KAREN
 FULLENKAMP, DOYLE & JOBEUN
 11440 W CENTER RD STE C
 OMAHA NE 68144-4421

PO BOX 3995
 OMAHA NE 68103-0995



01244211161270000005690700000059179201604187



Account Number	Due Date	Total Amount Due
2442111612	Apr 18, 2016	\$569.07

Customer Name: SID 294 SARPY CO
Statement Date: March 29, 2016

Billing Information for service address: 19200 GREEN LEAF ST, STLT Gretna NE

Billing Period From 02-26-2016 To 03-29-2016 @32 Days

Rate	Method No.	Number of Lamps	Price per Lamp	Usage			
				Current Amount	Fuel and Purchased Power Adjustment	Total Usage Amount	Sub-Total Amount per Rate
SL61	61211	31	\$17.28	\$535.68			
SL61					2.81	535.68	\$568.11



Account Number	Due Date	Total Amount Due
2442111612	Mar 17, 2016	\$0.96

For bill inquiries call the Omaha Office
(402) 536-4131. See back for toll-free number.

Customer Name: SID 294 SARPY CO
Statement Date: February 26, 2016

Billing information for service address: 19200 GREEN LEAF ST, STLT Gretna NE

Billing Period From **01-28-2016** To **02-26-2016** @29 Days

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate
SL61	\$535.68	\$2.83	\$568.13

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate

Sales Tax 29.62
 Total Charges \$568.13
 Previous Balance 567.17CR
 Total Amount Due \$0.96
 Late Payment Charge of \$22.73 applies after due date.

Please return this portion with payment

Join OPPD for the 2016 Heat the Streets Run/Walk for Warmth on March 5. See Outlets for more information.

Statement Date: February 26, 2016

Account Number	Due Date	Total Amount Due
2442111612	Mar 17, 2016	\$0.96

Late Payment Charge of \$22.73 applies after due date.

Amount Paid

Energy Assistance: Monthly \$1 \$2 \$5 Other \$ _____

One-Time Contribution \$ _____

A current phone number on our record simplifies outage reporting. Your service address is identified by the phone number:

Check Here to indicate name, address or phone changes on back of this statement



ATTN: KAREN
 FULLENKAMP, DOYLE & JOBEUN
 11440 W CENTER RD STE C
 OMAHA NE 68144-4421

PO BOX 3995
 OMAHA NE 68103-0995



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Account Number	Due Date	Total Amount Due
2442111612	Mar 17, 2016	\$0.96

Customer Name: SID 294 SARPY CO
 Statement Date: February 26, 2016

Billing Information for service address: 19200 GREEN LEAF ST, STLT Gretna NE

Billing Period From 01-28-2016 To 02-26-2016 @29 Days

Rate	Method No.	Number of Lamps	Price per Lamp	Usage			
				Current Amount	Fuel and Purchased Power Adjustment	Total Usage Amount	Sub-Total Amount per Rate
SL61	61211	31	\$17.28	\$535.68			
SL61					2.83	535.68	\$568.13



Account Number	Due Date	Total Amount Due
2442111612	Jan 19, 2016	\$1,135.57CR

For bill inquiries call the Omaha Office
(402) 536-4131. See back for toll-free number.

Customer Name: SID 294 SARPY CO
Statement Date: December 30, 2015

Billing information for service address: 19200 GREEN LEAF ST, STLT Gretna NE

Billing Period From 11-25-2015 To 12-30-2015 @35 Days

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate
SL61	\$535.68	\$4.94	\$570.35

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate

Sales Tax	29.73
Total Charges	\$570.35
Previous Balance	1,705.92CR
Total Amount Due	\$1,135.57CR

Please return this portion with payment

Energy Assistance Program helps disadvantaged families pay energy-related expenses. To help, visit oppd.com/donate.

Statement Date: December 30, 2015

No Payment Due

Account Number	Due Date	Total Amount Due
2442111612	Jan 19, 2016	\$1,135.57CR

A current phone number on our record simplifies outage reporting. Your service address is identified by the phone number:

Check Here to indicate name, address or phone changes on back of this statement


 ATTN: KAREN
 FULLENKAMP, DOYLE & JOBEUN
 11440 W CENTER RD STE C
 OMAHA NE 68144-4421

**PO BOX 3995
OMAHA NE 68103-0995**



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Account Number	Due Date	Total Amount Due
2442111612	Jan 19, 2016	\$1,135.57CR

Customer Name: SID 294 SARPY CO
 Statement Date: December 30, 2015

Billing Information for service address: 19200 GREEN LEAF ST, STLT Gretna NE

Billing Period From 11-25-2015 To 12-30-2015 @35 Days

Rate	Method No.	Number of Lamps	Price per Lamp	Usage			
				Current Amount	Fuel and Purchased Power Adjustment	Total Usage Amount	Sub-Total Amount per Rate
SL61	61211	31	\$17.28	\$535.68			
SL61					4.94	535.68	\$570.35



Account Number	Due Date	Total Amount Due
2442111612	Feb 17, 2016	\$567.17CR

Customer Name: SID 294 SARPY CO
Statement Date: January 28, 2016

For bill inquiries call the Omaha Office
(402) 536-4131. See back for toll-free number.

Billing Information for service address: 19200 GREEN LEAF ST, STLT Gretna NE

Billing Period From 12-30-2015 To 01-28-2016 @29 Days

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate
SL61	\$535.68	\$3.09	\$568.40

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate

Sales Tax	29.63
Total Charges	\$568.40
Previous Balance	1,135.57CR
Total Amount Due	\$567.17CR

Please return this portion with payment

For useful energy consumption information, see Outlets.

Statement Date: January 28, 2016

Account Number	Due Date	Total Amount Due
2442111612	Feb 17, 2016	\$567.17CR

No Payment Due

A current phone number on our record simplifies outage reporting. Your service address is identified by the phone number:

Check Here to indicate name, address or phone changes on back of this statement



ATTN: KAREN
FULLENKAMP, DOYLE & JOBEUN
11440 W CENTER RD STE C
OMAHA NE 68144-4421

PO BOX 3995
OMAHA NE 68103-0995



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Account Number	Due Date	Total Amount Due
2442111612	Feb 17, 2016	\$567.17CR

Customer Name: SID 294 SARPY CO
Statement Date: January 28, 2016

Billing Information for service address: 19200 GREEN LEAF ST, STLT Gretna NE

Billing Period From 12-30-2015 To 01-28-2016 @29 Days

Rate	Method No.	Number of Lamps	Price per Lamp	Usage			
				Current Amount	Fuel and Purchased Power Adjustment	Total Usage Amount	Sub-Total Amount per Rate
SL61	61211	31	\$17.28	\$535.68			
SL61					3.09	535.68	\$568.40



Account Number	Due Date	Total Amount Due
2442111612	Dec 15, 2015	\$1,705.92CR

For bill inquiries call the Omaha Office
(402) 536-4131. See back for toll-free number.

Customer Name: SID 294 SARPY CO
Statement Date: November 25, 2015

Billing Information for service address: 19200 GREEN LEAF ST, STLT Gretna NE

Billing Period From 10-29-2015 To 11-25-2015 @27 Days

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate
SL61	\$535.68	\$3.78	\$569.13

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate

Sales Tax	29.67
Total Charges	\$569.13
Previous Balance	2,275.05CR
Total Amount Due	\$1,705.92CR

Please return this portion with payment

Join the conversation on a proposed restructuring of OPPD's rates. Visit OppdListens.com.

Statement Date: November 25, 2015

No Payment Due

Account Number	Due Date	Total Amount Due
2442111612	Dec 15, 2015	\$1,705.92CR

A current phone number on our record simplifies outage reporting. Your service address is identified by the phone number:

Check Here to indicate name, address or phone changes on back of this statement



ATTN: KAREN
FULLENKAMP, DOYLE & JOBEUN
11440 W CENTER RD STE C
OMAHA NE 68144-4421

PO BOX 3995
OMAHA NE 68103-0995



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Account Number	Due Date	Total Amount Due
2442111612	Dec 15, 2015	\$1,705.92CR

Customer Name: SID 294 SARPY CO
 Statement Date: November 25, 2015

Billing Information for service address: 19200 GREEN LEAF ST, STLT Gretna NE

Billing Period From 10-29-2015 To 11-25-2015 @27 Days

Rate	Method No.	Number of Lamps	Price per Lamp	Usage			
				Current Amount	Fuel and Purchased Power Adjustment	Total Usage Amount	Sub-Total Amount per Rate
SL61	61211	31	\$17.28	\$535.68			
SL61					3.78	535.68	\$569.13



Account Number	Due Date	Total Amount Due
2442111612	Nov 18, 2015	\$2,275.05CR

For bill inquiries call the Omaha Office
(402) 536-4131. See back for toll-free number.

Customer Name: SID 294 SARPY CO
Statement Date: October 29, 2015

Billing Information for service address: 19200 GREEN LEAF ST, STLT Gretna NE

Billing Period From 09-29-2015 To 10-29-2015 @30 Days

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate
SL61	\$535.68	\$3.84	\$569.19

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate

Sales Tax 29.67

Total Charges \$569.19
 Previous Balance 2,844.24CR
 Total Amount Due \$2,275.05CR

Please return this portion with payment

Join the conversation on a proposed restructuring of OPPD's rates. Visit OppdListens.com.

Statement Date: October 29, 2015

No Payment Due

Account Number	Due Date	Total Amount Due
2442111612	Nov 18, 2015	\$2,275.05CR

A current phone number on our record simplifies outage reporting. Your service address is identified by the phone number:

Check Here to indicate name, address or phone changes on back of this statement

ATTN: KAREN
 FULLENKAMP, DOYLE & JOBEUN
 11440 W CENTER RD STE C
 OMAHA NE 68144-4421

PO BOX 3995
 OMAHA NE 68103-0995



01244211161270000022750500000229782201511183



Account Number	Due Date	Total Amount Due
2442111612	Nov 18, 2015	\$2,275.05CR

Customer Name: SID 294 SARPY CO
 Statement Date: October 29, 2015

Billing Information for service address: 19200 GREEN LEAF ST, STLT Gretna NE

Billing Period From 09-29-2015 To 10-29-2015 @ 30 Days

Rate	Method No.	Number of Lamps	Price per Lamp	Usage			
				Current Amount	Fuel and Purchased Power Adjustment	Total Usage Amount	Sub-Total Amount per Rate
SL61	61211	31	\$17.28	\$535.68			
SL61					3.84	535.68	\$569.19



Account Number	Due Date	Total Amount Due
2442111612	Oct 19, 2015	\$2,844.24CR

For bill inquiries call the Omaha Office
(402) 536-4131. See back for toll-free number.

Customer Name: SID 294 SARPY CO
Statement Date: September 29, 2015

Billing Information for service address: 19200 GREEN LEAF ST, STLT Gretna NE

Billing Period From 08-28-2015 To 09-29-2015 @ 32 Days

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate
SL61	\$535.68	\$3.66	\$569.00

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate

Sales Tax 29.66

Total Charges	\$569.00
Previous Balance	45.91
Payments Received: 09/11/15	3,459.15CR
Total Amount Due	\$2,844.24CR

1 Please return this portion with payment

OPPD heating and cooling programs offer rebates and incentives. Visit oppd.com/hvacsmart to learn more.

Statement Date: September 29, 2015

No Payment Due

Account Number	Due Date	Total Amount Due
2442111612	Oct 19, 2015	\$2,844.24CR

A current phone number on our record simplifies outage reporting. Your service address is identified by the phone number:

Check Here to indicate name, address or phone changes on back of this statement


 ATTN: KAREN
 FULLENKAMP, DOYLE & JOBEUN
 11440 W CENTER RD STE C
 OMAHA NE 68144-4421

PO BOX 3995
OMAHA NE 68103-0995



01244211161270000028442400000286700201510194



Account Number	Due Date	Total Amount Due
2442111612	Oct 19, 2015	\$2,844.24CR

Customer Name: SID 294 SARPY CO
 Statement Date: September 29, 2015

Billing Information for service address: 19200 GREEN LEAF ST, STLT Gretna NE

Billing Period From 08-28-2015 To 09-29-2015 @ 32 Days

Rate	Method No.	Number of Lamps	Price per Lamp	Usage			
				Current Amount	Fuel and Purchased Power Adjustment	Total Usage Amount	Sub-Total Amount per Rate
SL61	61211	31	\$17.28	\$535.68			
SL61					3.66	535.68	\$569.00



Account Number	Due Date	Total Amount Due
2442111612	Sep 17, 2015	\$45.91

For bill inquiries call the Omaha Office
(402) 536-4131. See back for toll-free number.

Customer Name: SID 294 SARPY CO
Statement Date: August 28, 2015

Billing Information for service address: 19200 GREEN LEAF ST, STLT Gretna NE

Billing Period From 07-30-2015 To 08-28-2015 @ 29 Days

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate
SL61	\$535.68	\$2.94	\$568.24

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate

Sales Tax 29.62

Total Charges \$568.24
 Previous Balance 1,686.63
 Payments Received: 08/14/15 2,208.96CR
 Total Amount Due \$45.91

Late Payment Charge of \$22.73 applies after due date.

Please return this portion with payment

Energy Assistance Program helps disadvantaged families pay energy-related expenses. To help, visit oppd.com/donate.

Statement Date: August 28, 2015

Account Number	Due Date	Total Amount Due
2442111612	Sep 17, 2015	\$45.91

Late Payment Charge of \$22.73 applies after due date.

Amount Paid

Energy Assistance: Monthly \$1 \$2 \$5 Other \$

One-Time Contribution \$

A current phone number on our record simplifies outage reporting. Your service address is identified by the phone number:

Check Here to indicate name, address or phone changes on back of this statement



ATTN: KAREN
FULLENKAMP, DOYLE & JOBEUN
11440 W CENTER RD STE C
OMAHA NE 68144-4421

PO BOX 3995
OMAHA NE 68103-0995



01244211161270000000459100000006864201509172





Account Number	Due Date	Total Amount Due
2442111612	Sep 17, 2015	\$45.91

Customer Name: SID 294 SARPY CO
Statement Date: August 28, 2015

Billing Information for service address: 19200 GREEN LEAF ST, STLT Gretna NE

Billing Period From 07-30-2015 To 08-28-2015 @ 29 Days

Rate	Method No.	Number of Lamps	Price per Lamp	Usage			
				Current Amount	Fuel and Purchased Power Adjustment	Total Usage Amount	Sub-Total Amount per Rate
SL61	61211	31	\$17.28	\$535.68	2.94	535.68	\$568.24



Account Number	Due Date	Total Amount Due
0323000060	Apr 21, 2016	\$127.92

For bill inquiries call the Omaha Office
(402) 536-4131. See back for toll-free number.

Customer Name: SID 294 SARPY
Statement Date: April 1, 2016

Billing Information for service address: 19474 GILES RD, LIFT STATION GRETNA NE

Rate	Billing Period		Meter Number	Meter Reading				Usage
	From	To		Previous	Present	Difference	Multiplier	
General Service Non-Demand	2-29-16	3-29-16	2866400	121	148 Actual	27	1	kWh 27

Your Electric Usage Profile

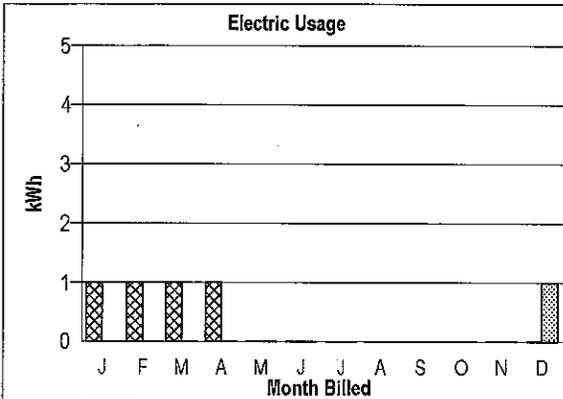
Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2016 <input checked="" type="checkbox"/>	29	27	0	58	34
2015 <input checked="" type="checkbox"/>	0	0	0	0	0

Basic Service	13.53
kWh Usage	2.61
Fuel And Purchased Power Adjustment	0.04
Minimum Charge	1.32
Sales Tax	0.96
Total Charges	\$18.46 x 3
Previous Balance	109.46
Total Amount Due	\$127.92

Late Payment Charge of \$0.74 applies after due date.

+55.38
\$183.30

Your average daily electric cost was: \$0.64



Please return this portion with payment

Projects and initiatives embrace change and increase reliability for customers. See Outlets for the full story.

Statement Date: April 1, 2016

Account Number	Due Date	Total Amount Due
0323000060	Apr 21, 2016	\$127.92

Late Payment Charge of \$0.74 applies after due date.

Amount Paid

Energy Assistance: Monthly \$1 \$2 \$5 Other \$ _____

One-Time Contribution \$ _____

A current phone number on our record simplifies outage reporting. Your service address is identified by the phone number: (402) 334-0700

Check Here to indicate name, address or phone changes on back of this statement

SID 294 SARPY
C/O FULLENKAMP, DOYLE & JOBEUN
11440 W CENTER RD STE C
OMAHA NE 68144-4421

PO BOX 3995
OMAHA NE 68103-0995



01032300006070000001279200000012866201604210



Account Number	Due Date	Total Amount Due
0323000060	Mar 22, 2016	\$109.46

For bill inquiries call the Omaha Office
(402) 536-4131. See back for toll-free number.

Customer Name: SID 294 SARPY
Statement Date: March 2, 2016

Billing Information for service address: 19474 GILES RD, LIFT STATION GRETN A NE

Rate	Billing Period		Meter Number	Meter Reading				Usage
	From	To		Previous	Present	Difference	Multiplier	
General Service Non-Demand	1-27-16	2-29-16	2866400	92	121 Actual	29	1	kWh 29

Your Electric Usage Profile

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2016 ☒	33	29	0	43	25
2015 ☒	0	0	0	0	0

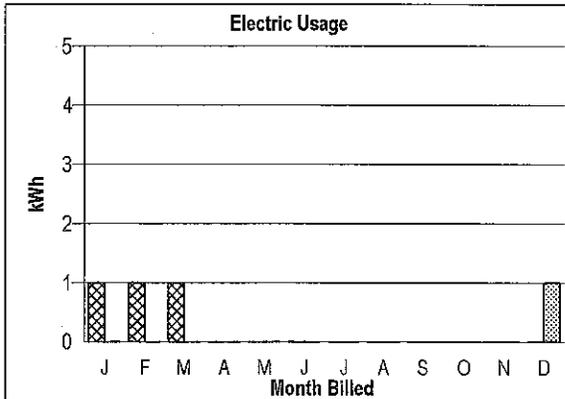
Basic Service	13.53
kWh Usage	2.81
Fuel And Purchased Power Adjustment	0.05
Minimum Charge	1.12
Sales Tax	0.96

Total Charges	\$18.47
Previous Balance	90.99
Total Amount Due	\$109.46

Late Payment Charge of \$0.74 applies after due date.

The unpaid balance is past due. If the balance has already been paid, please disregard. Thank you.

Your average daily electric cost was: **\$0.56**



Please return this portion with payment

North Omaha Station is transforming for future generation. See Outlets for the full story.

Statement Date: March 2, 2016

Account Number	Due Date	Total Amount Due
0323000060	Mar 22, 2016	\$109.46

Late Payment Charge of \$0.74 applies after due date.

Amount Paid

Energy Assistance: Monthly \$1 \$2 \$5 Other \$ _____

One-Time Contribution \$ _____

A current phone number on our record simplifies outage reporting. Your service address is identified by the phone number: (402) 334-0700

Check Here to indicate name, address or phone changes on back of this statement

SID 294 SARPY
C/O FULLENKAMP, DOYLE & JOBEUN
11440 W CENTER RD STE C
OMAHA NE 68144-4421

PO BOX 3995
OMAHA NE 68103-0995



01032300006070000001094600000011020201603224



Account Number	Due Date	Total Amount Due
0323000060	Feb 22, 2016	\$90.99

For bill inquiries call the Omaha Office
(402) 536-4131. See back for toll-free number.

Customer Name: SID 294 DOUGLAS
Statement Date: February 2, 2016

Billing Information for service address: 19474 GILES RD, LIFT STATION GRETN NE

Rate	Billing Period		Meter Number	Meter Reading				Usage
	From	To		Previous	Present	Difference	Multiplier	
General Service Non-Demand	12-29-15	1-27-16	2866400	63	92 Actual	29	1	kWh 29

Your Electric Usage Profile

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2016 <input checked="" type="checkbox"/>	29	29	1	30	14
2015 <input checked="" type="checkbox"/>	0	0	0	0	0

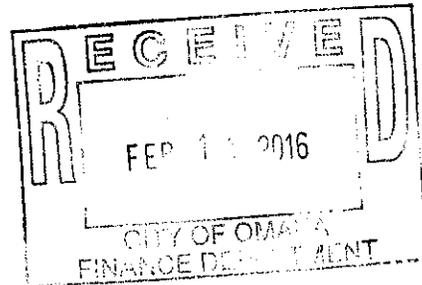
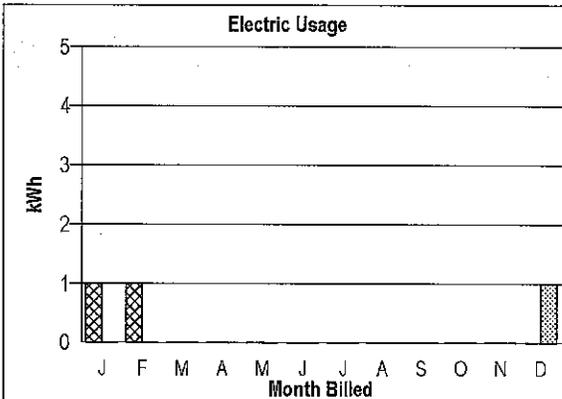
Basic Service	13.53
kWh Usage	2.80
Fuel And Purchased Power Adjustment	0.04
Minimum Charge	1.10
Sales Tax	0.96

Total Charges	\$18.43
Previous Balance	72.56
Total Amount Due	\$90.99

Late Payment Charge of \$0.74 applies after due date.

The unpaid balance is past due. If the balance has already been paid, please disregard. Thank you.

Your average daily electric cost was: \$0.84



Please return this portion with payment

Join OPPD for the 2016 Heat the Streets Run/Walk for Warmth on March 5. See Outlets for more information.

Statement Date: February 2, 2016

Account Number	Due Date	Total Amount Due
0323000060	Feb 22, 2016	\$90.99

Late Payment Charge of \$0.74 applies after due date.

Amount Paid

Energy Assistance: Monthly \$1 \$2 \$5 Other \$ _____

One-Time Contribution \$ _____

A current phone number on our record simplifies outage reporting. Your service address is identified by the phone number: (402) 334-0700

Check Here to indicate name, address or phone changes on back of this statement

SID 294 DOUGLAS **SARPY**
C/O FULLENKAMP, DOYLE & JOBEUN
11440 W CENTER RD STE C
OMAHA NE 68144-4421

PO BOX 3995
OMAHA NE 68103-0995



01032300006070000000909900000009173201602224

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

Sarpy County SID #294
c/o Mr. Larry Jobeun, Attorney
11440 West Center Road
Omaha, NE 68144

March 24, 2016
Project No: P2010.083.000
Invoice No: 131773

Project P2010.083.000 294 - Remington Ridge - District Maintenance

Professional Services from February 8, 2016 to March 6, 2016

Phase 116 2016 District Maintenance

Task 098 County EPA Report

Professional Personnel

	Hours	Rate	Amount	
Admin. Assistant III	.75	78.00	58.50	
SID Manager III	.25	100.00	25.00	
Totals	1.00		83.50	
Total Labor				83.50
				Total this Task
				\$83.50

Task 135 Diggers Hotline

Professional Personnel

	Hours	Rate	Amount	
Const. Admin Tech II	4.50	80.00	360.00	
Const. Depart. Manager I	1.25	100.00	125.00	
Totals	5.75		485.00	
Total Labor				485.00
				Total this Task
				\$485.00

Task 352 Meetings

Professional Personnel

	Hours	Rate	Amount	
Principal	1.00	190.00	190.00	
Totals	1.00		190.00	
Total Labor				190.00
				Total this Task
				\$190.00

Task 440 Repairs/Maintenance

Professional Personnel

	Hours	Rate	Amount	
Admin. Assistant III	.25	78.00	19.50	
SID Manager VIII	1.00	160.00	160.00	
Totals	1.25		179.50	
Total Labor				179.50
				Total this Task
				\$179.50

Task 999 Expenses

Project	P2010.083.000	294 - Remington Ridge - District Mainten	Invoice	131773
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Unit Billing

Mileage			12.42	
	Total Units		12.42	12.42
		Total this Task		\$12.42
		Total this Phase		\$950.42

Phase	216	2016 Erosion & Sediment Control Inspecting/Reporting
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Task	196	Erosion Control
------	-----	-----------------

Professional Personnel

	Hours	Rate	Amount	
Environmental Specialist I	.75	70.00	52.50	
Environmental Specialist II	22.12	82.00	1,813.84	
Environmental Specialist VIII	1.25	155.00	193.75	
Totals	24.12		2,060.09	
Total Labor				2,060.09
		Total this Task		\$2,060.09

Task	999	Expenses
------	-----	----------

Unit Billing

Mileage			21.06	
	Total Units		21.06	21.06
		Total this Task		\$21.06
		Total this Phase		\$2,081.15
		Total this Invoice		\$3,031.57

Approved: 
 Robert Czerwinski

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

Sarpy County SID #294
c/o Mr. Larry Jobeun, Attorney
11440 West Center Road
Omaha, NE 68144

February 25, 2016
Project No: P2010.083.000
Invoice No: 131380

Project P2010.083.000 294 - Remington Ridge - District Maintenance

Professional Services from January 11, 2016 to February 7, 2016

Phase 116 2016 District Maintenance

Task 135 Diggers Hotline

Professional Personnel

	Hours	Rate	Amount	
Const. Admin Tech II	1.00	80.00	80.00	
SID Manager III	.25	100.00	25.00	
Totals	1.25		105.00	
Total Labor				105.00
Total this Task				\$105.00

Task 352 Meetings

Professional Personnel

	Hours	Rate	Amount	
Principal	.50	190.00	95.00	
Totals	.50		95.00	
Total Labor				95.00
Total this Task				\$95.00

Task 360 Plat

Professional Personnel

	Hours	Rate	Amount	
Eng. Technician III	4.25	77.00	327.25	
Totals	4.25		327.25	
Total Labor				327.25
Total this Task				\$327.25

Task 440 Repairs/Maintenance

Professional Personnel

	Hours	Rate	Amount	
Admin. Assistant III	.55	78.00	42.90	
Engineer X	2.00	180.00	360.00	
SID Manager III	.25	100.00	25.00	
SID Manager VIII	1.50	160.00	240.00	
Totals	4.30		667.90	
Total Labor				667.90
Total this Task				\$667.90

Task 512 Street Sweeping

Professional Personnel

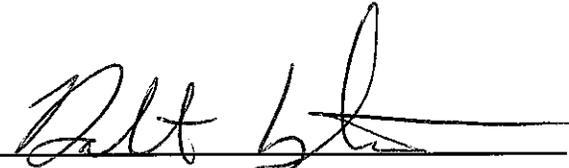
	Hours	Rate	Amount	
SID Manager III	.25	100.00	25.00	
Totals	.25		25.00	
Total Labor				25.00
Total this Task				\$25.00

Task	999	Expenses		
Unit Billing				
Mileage			2.70	
Total Units			2.70	2.70
Total this Task				\$2.70
Total this Phase				\$1,222.85

Phase	216	2016 Erosion & Sediment Control Inspecting/Reporting
-------	-----	--

Task	196	Erosion Control		
Professional Personnel				
	Hours	Rate	Amount	
Environmental Specialist I	2.75	70.00	192.50	
Environmental Specialist II	14.51	82.00	1,189.82	
Environmental Specialist VIII	1.25	155.00	193.75	
Totals	18.51		1,576.07	
Total Labor				1,576.07
Total this Task				\$1,576.07

Task	999	Expenses		
Unit Billing				
Mileage			17.25	
Mileage			28.62	
Total Units			45.87	45.87
Total this Task				\$45.87
Total this Phase				\$1,621.94
Total this Invoice				\$2,844.79

Approved: 

Robert Czerwinski

Year	2016	Month	March
-------------	------	--------------	-------

I.D. #		Inputs	1-H.L.
---------------	--	---------------	--------

Address:

Date	# 1 ETM	Hours	# 2 ETM	Hours			Tasks Completed
29	2.80	0.10	2.50	0.10			
7	2.90	0.10	2.60	0.10			
14	3.00	0.25	2.70	0.20			
21	3.25	0.15	2.90	0.10			
28	3.40		3.00				

Totals		0.60		0.50			
---------------	--	------	--	------	--	--	--

Additional / Emergency Calls

Date	Time	Materials	Hours	Technician	Description

Notes:

Waiting for paper work to activate dialer

Year	2016	Month	Feb.
-------------	------	--------------	-------------

I.D. #		Inputs	1-H.L.
---------------	--	---------------	--------

Address:

Date	# 1 ETM	Hours	# 2 ETM	Hours			Tasks Completed
1	2.20	0.20	1.90	0.20			
8	2.40	0.10	2.10	-0.10			
15	2.50	0.10	2.00	0.30			
22	2.60	0.20	2.30	0.20			
29	2.80		2.50				

Totals		0.60		0.60			
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Additional / Emergency Calls

Date	Time	Materials	Hours	Technician	Description

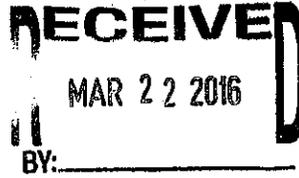
Notes:

Waiting for paper work to activate dialer

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

Invoice

Date Invoice #
 3/19/2016 53077



Bill To
 Remington Ridge SID #294
 E & A Consulting Group, Inc.
 330 North 117th Street
 Omaha, NE 68154

Terms Due Date
 3/19/2016

Quantity	Description	Rate	Amount
	Perform SWPP Plans for December 2015, January & February 2016 Per Plans Provided		
1	Repair silt fence on 12/4/15	500.00	500.00
80	Hand-install silt fence on 12/4/15	3.50	280.00
1	Repair silt fence & clean streets on 12/21/15	250.00	250.00
1	Repair silt fence & clean streets on 12/22/15	800.00	800.00
110	Install silt fence on 12/22/15	2.50	275.00
20	Hand Install silt fence on 12/22/15	3.50	70.00
1	Repair silt fence on 2/26/16	750.00	750.00
40	Hand install silt fence on 2/26/16	3.50	140.00

Approved by E & A Consulting Group, Inc.
 Date: 3-30-16
 Initials: RAC
 SID No. 294
 Project No. 2010.083.000

THANK YOU FOR YOUR BUSINESS!

Total \$3,065.00

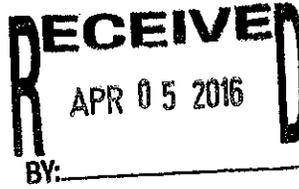
Centennial Enterprises Inc.
22879 Centennial Rd.
Gretna, NE 68028

Invoice

Date: 4/4/2016
Invoice #: 53104

Bill To

Remington Ridge SID #294
E & A Consulting Group, Inc.
330 North 117th Street
Omaha, NE 68154



Terms: _____
Due Date: 4/4/2016

Quantity	Description	Rate	Amount
1	Spring Clean-Up on 3/17/16	1,000.00	1,000.00
1	Trash pick-up	50.00	50.00

Approved by E & A Consulting Group	
Date:	4/7/16
Initials:	RPC
SID No.:	294
Project No.:	2610.083.000

THANK YOU FOR YOUR BUSINESS!

Total \$1,050.00 ✓

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

Invoice

Date: 3/2/2016
Invoice #: 53054

Bill To

Remington Ridge ~~HOA~~
9719 Giles Rd.
La Vista, NE 68135

294
~~HOA~~ *SID* SIDEWALKS ENTRANCES

Terms
Due Date
3/2/2016

Quantity	Description	Rate	Amount
1	8" Snow removal on 2/3/16	200.00	200.00

Approved by E & A Consulting Group, Inc.
Date: <u>3/17/16</u>
Initials: <u>PKC</u>
SID No. <u>294</u>
Project No. <u>2010.083.000</u>

THANK YOU FOR YOUR BUSINESS!

Total \$200.00

RECEIVED
MAR 07 2016
BY: _____

Stanek Construction

19528 Harney Street
Elkhorn, Nebraska 68022
Phone: 402-253-4268

Invoice Number: 16-019

March 6, 2016

Board of Directors, SID 294 – Remington Ridge
c/o E&A Consulting Group, Inc.
10909 Mill Valley Road, Suite 100
Omaha, NE 68154

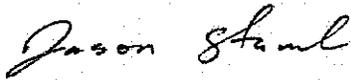
Board Members,

I am submitting this invoice for work completed in SID 294 of Sarpy County. The work consisted of the following:

1. Install new 193rd Street & Cottonwood Street signs on streetlight pole at the southeast corner of the intersection.
2. Install new 192nd Street & Cottonwood Street signs on existing stop sign post at the southwest corner of the intersection.

Total Invoice: \$450

Thank you,



Jason Stanek

Approved by E & A Consulting Group, Inc.
Date: <u>3/10/16</u>
Initials: <u>RS</u>
SID No. <u>294</u>
Project No. <u>2010.083.002</u>

KUTAK ROCK LLP

OMAHA, NEBRASKA
Telephone: (402) 346-6000
Facsimile: (402) 346-1148

Federal ID 47-0597598

March 15, 2016

Check Remit To:
Kutak Rock LLP
PO Box 30057
Omaha, NE 68103-1157

Wire Transfer Remit To:
ABA # 104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24-690470
Invoice: 2156216
Reference: 1355501-386

Sanitary and Improvement District No. 294
of Sarpy County, Nebraska
c/o Fullenkamp, Doyle & Jobeun
11440 West Center Road
Omaha, NE 68144
Attention: Larry Jobeun

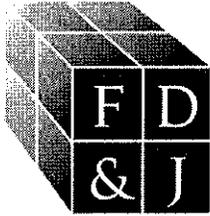
\$1,500,000

Sanitary and Improvement District No. 294
of Sarpy County, Nebraska
(Remington Ridge)
General Obligation Bonds
Series 2016

For professional services rendered and expenses incurred as disclosure counsel and bond counsel to the above-mentioned district in connection with the issuance of the above-captioned Bonds, including the following: (i) review of overall structure of the transaction; (ii) preparation of Bond Resolution, Tax Certificate and other closing items; (iii) preparation of an Official Statement and Bond Purchase Agreement; (iv) delivery of our opinion with respect to Official Statement; (v) delivery of our opinion with respect to tax status of bonds and (vi) participation on telephone conferences.

TOTAL DUE:

\$6,000.00



FULLENKAMP,
DOYLE &
JOBUN, LLP

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

April 11, 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 Bond Issue; preparation of Legal Notice, Decree, Affidavit, Petition, correspondence with Court, Paper (The Gretna Breeze); prepared for meeting and hearing; correspondence and meeting w/ fiscal agent; court appearance on behalf of District.

LEGAL FEES:	\$ 7,500.00
(1/2 of 1% of \$1,500,000)	
EXPENSES: Filing Fees, Publications, Copying, & Postage	\$ -0-
	<hr/>
TOTAL AMOUNT DUE:	\$7,500.00

/s/ Larry A. Jobeun
Attorney for the District

ISG & Associates, Inc.

4722 South 135th Street
 Omaha, Nebraska 68137
 Ph: 402-614-6957
 Cell Phone: 402-201-4109
 Fax: 402-934-5359

*Still needs
 Paid!!!*

2010.083.002

Invoice

Date	Invoice #
7/21/2014	71041

Mailing Address
c/o E & A Consulting 330 N 117th Street Omaha, NE 68154 Attn: Randy Pierce

Contact Number	Customers Fax
402-895-4700	402-895-3599
Customers Email	
rpierce@eacg.com	

ISG Job Number	Project Name and Phase	Job Location	Customer Job #
14170	Remington Ridge-Sanitary	192nd & Giles	SID #294

Date of Service	Qty	Description	Unit Price	Amount
7/9/2014	1	Mobilization Cost for Drilling Rig (per day)	300.00	300.00
	40	Rig Density Drilling @ \$10.00/ft.	10.00	400.00
	10	Rig Density Samples @ \$30.00/ ea.	30.00	300.00
7/9/2014		***Retests***		
	24	Rig Density Drilling @ \$10.00/ft.	10.00	240.00
	6	Rig Density Samples @ \$30.00/ ea.	30.00	180.00

Please Pay From This Invoice.	Total	\$1,420.00
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Payments/Credits	\$0.00	1.5% per month will be charged on all balances over 30 days old.	Balance Due	\$1,420.00
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AGENDA

Sanitary and Improvement District No. 294 of Sarpy County, Nebraska; Meeting to be held April 11, 2016, at 4:00 p.m. at 9719 Giles Road, La Vista, Nebraska, 68128.

 1. Present Nebraska Open Meetings Act.

2. Kuehl Capital Corporation:

- a. Present Agreement to Purchase Obligations to be entered by and between the District and First National Capital Markets, in re: Phase III of the subdivision; vote on and approve the same; Chairman and Clerk to sign on behalf of the District;
- b. Present Disclosure by Underwriter letters in re: MSRB Rules No. G-17 and G-23, as provided by First National Capital Markets on behalf of the District; vote on and approve the same; Chairman to acknowledge the same;
- c. Present Warrant Offering Circular, as prepared by the District's disclosure counsel, Kutak Rock, LLP, the same being in even date with this meeting; vote on and approve the same; Chairman to sign Authorization page on behalf of the District.

 3. Present Resolution of Necessity and related Notice to Contractors for the construction of the Sanitary Sewer, Storm Sewer & Paving System – Section III; order hearing to be held and required publications (*need meeting for week of May 2nd*).

 4. Ratify the annexation of Phase III of Remington Ridge into the District; Clerk to certify annexation to the County Clerk and file Supplemental Statement of the District with the Sarpy County Register of Deeds.

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

- | | | |
|----|--|------------|
| A. | Omaha Public Power District for power supply and street lighting
(Acct. No. 2442111612). | \$2,273.40 |
| B. | Omaha Public Power District for power supply to street signage
(Acct. No. 0323000060). | \$ 183.30 |
| C. | E & A Consulting Group, Inc. for engineering services relating to
District maintenance (No. 131773, 131380). | \$5,876.36 |
| D. | Urban Utilities, Inc. for lift station maintenance and reports for the
months of February and March (#7716, 7696). | \$ 626.00 |
| E. | Centennial Enterprises, Inc. for repairs and install of silt fences and
Spring clean-up, snow removal, etc. (#53077, 53104, 53054). | \$4,315.00 |

- | | | |
|----|--|-----------|
| F. | Stanek Construction for install of new street signs and related fixtures at 193 rd and 192 nd & Cottonwood Streets (No. 16-019). | \$ 450.00 |
| G. | Kuehl Capital Corporation for municipal advisory services on General Fund Warrants issued at this meeting (2.5%). | \$ 343.10 |
| H. | First National Capital Markets for underwriting fee on General Fund Warrants issued at this meeting (2.0%). | \$ 281.34 |

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

- | | | |
|----|---|------------|
| I. | Kutak Rock LLP for disclosure counsel and bond counsel services rendered in connection with the 2016 General Obligation Bond Issue. | \$6,000.00 |
| J. | Fullenkamp, Doyle & Jobeun for legal services rendered in connection with the 2016 General Obligation Bond issue (1/2 of 1%). | \$7,500.00 |
| K. | ISG & Associates, Inc. for compaction and drilling testing of new paved areas (#71041). | \$1,420.00 |
| L. | Kuehl Capital Corporation for municipal advisory services on Construction Fund Warrants issued at this meeting (2.5%). | \$ 373.00 |
| M. | First National Capital Markets for underwriting fee (2.0%) on Construction Fund Warrants issued at this meeting. | \$ 305.86 |

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

*Added Purchase
Outlets -
Downtown*

The Omaha World-Herald Ad Order Confirmation

Ad Content

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

NOTICE OF MEETING

**SANITARY AND
IMPROVEMENT
DISTRICT NO. 294
OF SARPY COUNTY,
NEBRASKA**

NOTICE IS HEREBY GIVEN that the Initial meeting of the Board of Trustees of Sanitary and Improvement District No. 294 of Sarpy County will be held at 9719 Giles Road, La Vista, Nebraska, 68128, on February 29, 2016, at 2:00 p.m., which meeting will be open to the public. An agenda for such meeting, kept continuously current, is available for public inspection at 11440 West Center Road, Omaha, Nebraska and includes payment of bills and other business of the District.

Mark Boyer, Clerk

Ad Number 0001939787-01
Sales Rep. achardrick
Order Taker achardrick
Ad Type Liner Classified New
Ad Size
 : 1.0 X 40 Li
PO Number SID 294
Color B&W
Promo Type
Customer
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Customer Account
 40972
Customer Address
 ATTN: BRIANNA M JOHNSON, 1144
 OMAHA NE 68144 USA
Customer Phone
 (402)334-0700

Ordered By
 BRIANNA JOHNSON

Special Pricing
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Invoice Text

Materials

Ad Order Notes

<u>Tear Sheets</u>	<u>Proofs</u>	<u>Blind Box</u>
0	0	
Net Amount		Total Amount
\$280.00		\$280.00

Payment Method

<u>Payment Amount</u>	<u>Amount Due</u>
\$0.00	\$280.00

<u>Product Information</u>	<u>Placement/Classification</u>	<u>Run Dates</u>	<u># Inserts</u>	<u>Cost</u>
OWH::All Editions	Public Notices - Classified	4/6/2016	1	\$270.00
	0675-Public Notices			
On Line Class::All Editions	Public Notices - Classified	4/6/2016, 4/7/2016, 4/8/2016, 4/9/2016, 4/10/2016, 4/11/2016, 4/12/2016	7	\$10.00
	0675-Public Notices			