

CERTIFICATE

The undersigned hereby certify that they are the Chairperson and Clerk of Sanitary and Improvement District Number 296 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.

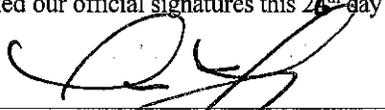
3. All of the subjects addressed at the Meeting were contained in the agenda for the Meeting, which agenda was kept continually current and readily available for public inspection at the address listed in the meeting notice for the Meeting and a copy of which is attached to this Certificate; such subjects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

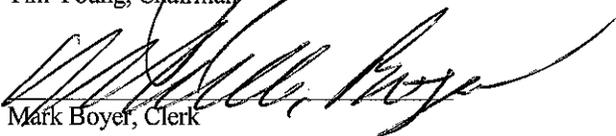
5. The minutes of the Meeting were in written form and available for public inspection within ten (10) working days after the Meeting or prior to the next convened meeting, whichever occurred earlier, at the office of the District; within thirty (30) days after the date of the Meeting, a copy of the 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 24th day of May, 2016.



Tim Young, Chairman



Mark Boyer, Clerk

MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES OF SANITARY AND IMPROVEMENT DISTRICT NO. 296 OF SARPY COUNTY, NEBRASKA HELD AT 3:00 P.M. ON MAY 26, 2016 AT 9719 GILES ROAD, LA VISTA, NEBRASKA

The meeting of the Board of Trustees of Sanitary and Improvement District No. 296 of Sarpy County, Nebraska was convened in open and public session at 3:00 p.m. on May 26, 2016, at 9719 Giles Road, La Vista, Nebraska, 68128.

Present at the meeting were Trustees Mark Boyer, Tim Young, Denny VanMoorlegham and Jerry Standerford. 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 John Kuehl of D.A. Davidson & Co, underwriters on behalf of the District. Trustee Nick Boyer was absent.

The Chairman then certified that a current copy of the Nebraska Open Meetings Act was available for review at the meeting in accordance with State Law.

Notice of the meeting was given in advance thereof by publication in The Bellevue Leader on May 18, 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 Papillion, Nebraska at least seven days prior to the time set by the Board of Trustees for this meeting and filed his Certificate to that effect, said Certificate being attached to these minutes and made part hereof by this reference.

The Chairman first presented the Underwriting Agreement for Phase II of the District, to be entered into by and between the District and D.A. Davidson & Co., the underwriter on behalf of the District. There was then a discussion amongst the Trustees and the various District representatives in re: the same. Then, upon a motion duly made, seconded and upon a roll call vote of "aye" by the Trustees, the Board unanimously approved the Underwriting Agreement for Phase II of Cedar Grove. The Chairman and Clerk were then further authorized to execute the

same on behalf of the District. The Clerk was then directed to attach a copy of the same to these minutes and by this reference is hereby incorporated.

The Chairman then presented the draft of the Subdivision Agreement to be entered into by and between the District and the City of Bellevue, said agreement outlining the various development criteria, including but not limited to the payment of Community Parks and Administrative Fees to the City of Bellevue, 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 *{an amount to be determined and presented upon receipt of letter of recommendation from E & A in re: the same}*.

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 Moorlegem, was unanimously adopted; the Trustees then passed the following resolutions:

RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 296 of Sarpy County, Nebraska that the hearing on the proposed Resolution of Advisability and Necessity for the District to enter into a Subdivision Agreement with the City of Bellevue for Phase II of the District, shall be held at 10:00 a.m. on July 15, 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 October appeared 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 Bellevue Leader, a legal newspaper of Sarpy County, Nebraska for two consecutive weeks on June 29 and July 6, 2016, 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 Bellevue, Nebraska as required by §31-727.02 R.R.S.

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 \$1,200,000.00.

After discussion the Resolution contained in Exhibit “B” 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 Moorleghem, was unanimously adopted; the Trustees then passed the following resolutions:

RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 296 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 II, shall be held at 10:00 a.m. on June 17, 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 October appeared 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 Bellevue Leader, a legal newspaper of Sarpy County, Nebraska for two consecutive weeks on June 1 and June 8, 2016, 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 Bellevue, Nebraska as required by §31-727.02 R.R.S.

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:

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| a) | Omaha Public Power District for power supply to signage and street lighting (acct. no. 4857444200). | \$2,339.42 |
| b) | E & A Consulting Group for engineering services relating to general maintenance of the District (No. 132162). | \$2,879.04 |
| c) | Phonetics, Inc. d/b/a Sensaphone for renewal for cell service to lift station. | \$ 240.00 |
| d) | Centennial Enterprises, Inc. for mowing, pre-emergent fertilizer application, trash pick-up, etc. (#53125). | \$1,060.00 |
| e) | NL&L Concrete, Inc. for spring street cleaning (#16296). | \$ 350.00 |
| f) | Roth Enterprises, Inc. for addition of rip-rap to outfall sewer in-let as directed (No. 307). | \$ 258.20 |
| g) | Municipal Capital Advisors, LLC for municipal advisory fees on General Fund warrants issued at this meeting (1%). | \$ 71.27 |
| h) | D.A. Davidson & Co. for underwriting services relating to General Fund warrants issued at this meeting (3%). | \$ 213.80 |

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:

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|----|---|-------------|
| a) | E & A Consulting Group, Inc. for engineering and design services in re: Phase II (No. 132274). | \$51,600.00 |
| b) | City of Bellevue for re-issue of Administrative Review fees (less the Parks Fees) for Phase I of District. | \$7,878.00 |
| c) | B & W Company for excavation, landscaping and inland construction in re: the 48 th Street Sidewalk project (Pay Est. No. 1). | \$34,946.30 |
| d) | Fullenkamp, Doyle & Jobeun for legal services rendered in connection with item c) hereinabove (5%). | \$1,747.32 |
| e) | Municipal Capital Advisors, LLC for municipal advisory fees on General Fund warrants issued at this meeting (1%). | \$ 961.72 |

- f) D.A. Davidson & Co. for underwriting services relating to General Fund warrants issued at this meeting (3%) \$2,885.15

The Clerk was then directed to attach copies of the above invoices and statements to these minutes and by this reference are incorporated herein.

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

RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 296 of Sarpy County, Nebraska that the Chairman and Clerk be and they hereby are authorized and directed to execute and deliver Warrant Nos. 600 through 627, inclusive, of the District, dated the date of this meeting, to the following payees, for the following services and in the following amounts, the General Fund Warrants to draw interest at the rate of 6% and Construction Fund Warrants to draw at the rate of 7%, per annum, Warrants No. 600 through 607 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 May 26, 2019 (the "**General Fund Warrants**"), and Warrants No. 608 through 627 to be payable from the Construction Fund Account of the District (interest payable on February 10 annually) and to be redeemed no later than five (5) years of the date hereof being May 26, 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. 600 for \$2,339.42 made payable to OPPD for power supply and street lighting.
- b) Warrant No. 601 for \$2,879.04 made payable to E & A Consulting Group for engineering services relating to various general maintenance projects of the District.
- c) Warrant No. 602 for \$240.00 made payable Phonetics Inc. d/b/a Sensaphone for renewal of cellular phone service for lift station.
- d) Warrant No. 603 for \$1,060.00 made payable to Centennial Enterprises, Inc. for SWPP maintenance, snow removal and silt basin matters.

- e) Warrant No. 604 for \$350.00 made payable to NL&L Concrete, Inc. for street cleaning services.
- f) Warrant No. 605 for \$258.20 made payable to Roth Enterprises, Inc. for repairs to outfall outlet and install of rip-rap.
- g) Warrant No. 606 for \$71.27 made payable to Municipal Capital Advisors, LLC for municipal advisory fees on General Fund Warrants issued at this meeting (1%).
- h) Warrant No. 607 for \$213.80 made payable to D.A. Davidson & Co. for underwriting services on the General Fund Warrants issued at this meeting (3%).
- i) Warrants No. 608 through 617 for \$5,000.00 each and Warrant No. 618 for \$1,600.00, all made payable to E & A Consulting Group for engineering and design services relating to Phase II of the District. **CF**
- j) Warrant No. 619 for \$5,000.00 and Warrant No. 620 for \$2,878.00, both made payable to the City of Bellevue for Administrative Review Fees on Phase I of the District. **CF**
- k) Warrants No. 621 through 626 for \$5,000.00 each and Warrant No. 627 for \$4,946.30, all made payable to B&W Company, Inc. for completion of a portion of the 48th Street Sidewalk improvements (Pay Est. No. 1). **CF**
- l) Warrant No. 628 for \$1,747.32 made payable to Fullenkamp, Doyle & Jobeun for legal services rendered in connection with Items j) and k) hereinabove. **CF**
- m) Warrant No. 629 for \$961.72 made payable to Municipal Capital Advisors, LLC for municipal advisory fees on Construction Fund Warrants issued at this meeting (1%). **CF**
- n) Warrant No. 630 for \$2,885.15 made payable to D.A. Davidson & Co. for underwriting services on the Construction Fund Warrants issued at this meeting (3%). **CF**

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 296 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. 296 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. 296 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. 296 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**”).

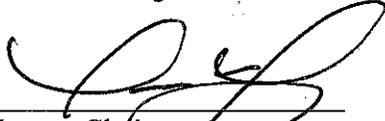
BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 296 of Sarpy County, Nebraska the District hereby authorizes and directs the Chair or Clerk to file or cause to be filed, when due, an information reporting form pursuant to Section 149(e) of the Internal Revenue Code of 1986, as amended (the "**Code**"), pertaining to the Construction Fund Warrants and the General Fund Warrants;

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

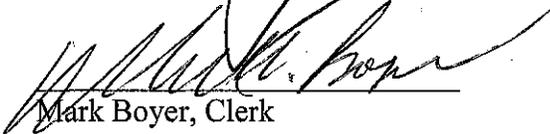
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**MINUTES SIGNATURE PAGE FROM THE MEETING OF
SANITARY AND IMPROVEMENT DISTRICT NO. 296 OF
SARPY COUNTY, NEBRASKA, HELD ON MAY 24, 2016**

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



Tim Young, Chairman



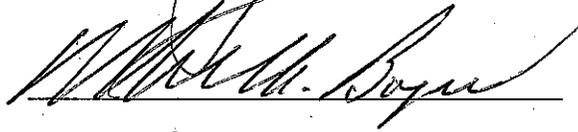
Mark Boyer, Clerk

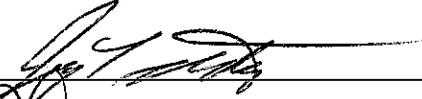
**ACKNOWLEDGMENT OF
RECEIPT OF NOTICE OF MEETING**

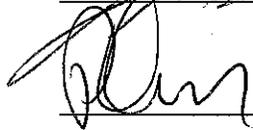
The undersigned Trustees of Sanitary and Improvement District No. 296 of Sarpy County, Nebraska do hereby acknowledge receipt of advance notice of a meeting of the Board of Trustees of said District and that the agenda for such meeting, held at 3:00 p.m. on May 26, 2016, at 9719 Giles Road, La Vista, Nebraska 68128, is kept continuously current at the office of the District's counsel at 11440 W. Center Road, Omaha, Nebraska.

DATED this 26th day of May, 2016.





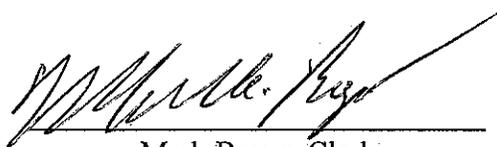




CERTIFICATE

The undersigned being Clerk of Sanitary and Improvement District No. 296 of Sarpy County, Nebraska hereby certifies that Notice of meeting of the Board of Trustees of said District held on May 26, 2016, was delivered to the Sarpy County Clerk, via facsimile and/or electronic mail transmittal, 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 Bellevue Leader on May 18, 2016, and that no items were added to the agenda after the commencement of the meeting; and further, that the minutes for the meeting were available for public inspection within ten (10) days of the date of said meeting and that a copy of the minutes of this meeting were sent to the Sarpy County Clerk, Papillion, Nebraska within thirty (30) days from the date of this meeting.

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

Mark Boyer, Clerk



E & A CONSULTING GROUP, INC.

Engineering Answers

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154-3950
P 402.895.4700 • F 402.895.3599
www.eacg.com

May 6, 2016

Chairman and Board of Trustees
SID No. 296, Sarpy County, NE
Mr. Larry Jobeun, Attorney
11440 West Center Road
Omaha, NE 68144

RE: INFORMATION FOR RESOLUTION OF NECESSITY
CEDAR GROVE, S.I.D. 296, SARPY COUNTY
SANITARY SEWER, STORM SEWER AND PAVING SYSTEM - SECTION II
E & A #2013.038.001

Dear Mr. Jobeun and Board Members

Below is the description and location of an improvement designated as SANITARY SEWER, STORM SEWER AND PAVING SYSTEM - SECTION II to be built and constructed within SID 296, Sarpy County, or within dedicated easements acquired by SID 296, 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 296.

SANITARY SEWER II

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, dedicated public sanitary sewer easements or dedicated Outlots.

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

1. Beginning in Outlot 'D' and Connected to an existing lift station; thence northerly a distance of 285 feet, more or less to a proposed manhole located within a proposed permanent sanitary sewer easement 26 feet, more or less southeasterly of the northwest corner of Lot 129, Cedar Grove; thence northwesterly along the centerline of the dedicated 15' Sanitary Sewer Easement, a distance of 170 feet, more or less to a proposed manhole 9 feet, more or less northeasterly of the southwest corner of Lot 131, Cedar Grove; thence along the centerline of the dedicated 15' Sanitary Sewer Easement, a distance of 229 feet, more or less to a proposed manhole 7.5 feet, more or less easterly of the northwest corner of Lot 132, Cedar Grove; thence easterly along the northern property line and along the centerline of a dedicated 15' Sanitary Sewer Easement, a distance of 175 feet, more or less to a proposed manhole on the centerline of the 53rd Street right-of-way, 25 feet, more or less easterly of the northeast corner of Lot 132, Cedar Grove
2. Birchwood Drive Beginning from a proposed manhole located on the centerline of 53rd Street right-of-way; thence northeasterly approximately 103 feet to a proposed manhole located 25 feet northwesterly of the southwest corner of Lot 120, Cedar Grove; thence northerly to a proposed manhole located at the T-intersection of 53rd Street and Birchwood Drive; thence easterly on the centerline of Birchwood Drive to a proposed manhole located at the T-intersection of 52nd Street and Birchwood Drive; thence easterly on the centerline of Birchwood Drive, to a proposed manhole approximately 33 feet southerly of the southeast corner of Lot 104, Cedar Grove; thence easterly along the centerline of Birchwood Drive, to a proposed manhole in the intersection of 51st Street and Birchwood Drive; thence easterly along the centerline of Birchwood Drive, to a proposed manhole located at the T-intersection of 50th Street and Birchwood Drive.
3. Clearwater Drive Beginning from a proposed manhole located on the centerline of 53rd Street right-of-way; thence southwesterly approximately 117 feet to a proposed manhole located 40 feet southeasterly of the southeast corner of Lot 132, Cedar Grove; thence southwesterly approximately 105 feet to a proposed manhole located 25 feet easterly of the southeast corner of Lot 130, Cedar Grove; thence southeasterly approximately 120 feet to a proposed manhole, located 25 feet northerly of the northeast corner of Lot 128, Cedar Grove; thence easterly along the centerline of Clearwater Drive to the intersection of 52nd Street and Clearwater Drive; thence southeasterly approximately 95 feet, to a manhole located 25 feet northerly of the northeast corner of Lot 125, Cedar Grove.
4. 52nd Street beginning a proposed manhole located approximately 25 feet, northwest of the Northwest Corner of Lot 112, Cedar Grove; thence northerly to the T-intersection of Birchwood Drive and 52nd Street, Cedar Grove. And, beginning at a proposed manhole 25 feet more or less, southeasterly of the Southeast Corner of Lot 117, Cedar Grove; thence southerly to a proposed manhole at the T-intersection of 52nd Street and Clearwater Drive.

5. 51st Street from a proposed manhole located approximately 25 feet, west of the Northwest Corner of Lot 89, Cedar Grove; thence northerly to the T-intersection of Birchwood Drive and 51st Street, Cedar Grove.
 6. 50th Street from a proposed manhole located approximately 25 feet, west of the Northwest Corner of Lot 79, Cedar Grove; thence northerly a distance of 329 feet, more or less to a proposed manhole located at the T-intersection of Birchwood Drive and 50th Street, Cedar Grove.
- B. Construct 6-inch internal diameter sanitary pipe taps to proposed 8-inch sanitary sewer pipe in the following locations:
1. Birchwood Drive from proposed east property line of Lot 96, Cedar Grove; thence westerly to the west proposed property line of Lot 109, Cedar Grove servicing lots to the north of the proposed 8" service line, Cedar Grove.
 2. 50th Street from proposed north property lines of Lots 76 and 85, Cedar Grove; thence southerly to the proposed south property line of Lots 80 and 81, Cedar Grove servicing lots to the east and west of the proposed 8" service line, Cedar Grove.
 3. 51st Street from proposed north Lot line of Lots 86 and 95, Cedar Grove; thence southerly to the proposed southern property line of Lots 90 and 91 servicing lots to the east and west of the proposed 8" service line, Cedar Grove.
 4. 52nd Street from proposed north Lot line of Lots 110 and 119, Cedar Grove; thence southerly to the proposed southern property line of Lots 114 and 115, Cedar Grove servicing lots to the east and west of the proposed 8" service line, Cedar Grove.
 5. 53rd Street from proposed north property line of Lots 120 and 133, Cedar Grove; thence south to the proposed south lot line of Lots 123 and 130, Cedar Grove servicing lots to the east and west of the proposed 8" service line, Cedar Grove.
 6. Clearwater Drive from proposed east property line of Lot 124, Cedar Grove thence westerly to the western property line of Lot 129, Cedar Grove servicing lots to the south of the proposed 8" service line, Cedar Grove.

STORM SEWER SYSTEM

Construct a storm sewer system and related work as follows:

7. A 24" storm sewer pipe beginning at the discharge point of a proposed flared end second located in an unplatted area approximately 17 feet, westerly of the northwest corner of Lot 130, Cedar Grove; thence northeasterly approximately 16 feet to a proposed manhole, approximately 10 feet westerly of the northwest corner of Lot 130, Cedar Grove; thence easterly along the centerline of a proposed permanent storm sewer easement and the northerly lot line of Lot 130, Cedar Grove, approximately 186 feet to a proposed curb inlet, approximately 12 feet easterly of the northeast corner of Lot 130, Cedar Grove.
8. A 18" storm sewer pipe beginning at a curb inlet, approximately 12 feet easterly of the northeast corner of Lot 130, Cedar Grove; thence easterly approximately 30 feet to a proposed curb inlet
9. A 18" storm sewer pipe beginning at a curb inlet, approximately 12 feet easterly of the northeast corner of Lot 130, Cedar Grove; thence southerly approximately 75 feet to a proposed manhole, located approximately 9 feet easterly of the northeast corner of Lot 129, Cedar Grove; thence southeasterly approximately 144 feet to a proposed manhole, located approximately 10 feet northeasterly of the northeast corner of Lot 128, Cedar Grove; thence easterly approximately 172 feet to a proposed curb inlet, located approximately 12 feet northerly of the northeast corner of Lot 126, Cedar Grove; thence northerly approximately 30 feet to a proposed curb inlet, located approximately 15 feet southwesterly of the southeast corner of Lot 115, Cedar Grove.
10. A 24" storm sewer pipe beginning at a proposed manhole, approximately 10 feet westerly of the northwest corner of Lot 130, Cedar Grove; thence northeasterly parallel to the subdivision boundary, approximately 350 feet to a proposed manhole located approximately 10 feet westerly of the northwest corner of Lot 133, Cedar Grove; thence northwesterly approximately 145 feet to a proposed type III curb inlet, located approximately 21 feet northwest of the northeast corner of Lot 133, Cedar Grove; thence easterly approximately 343 feet to a proposed type III curb inlet, located approximately 21 feet northwesterly of the northeast corner of Lot 119, Cedar Grove
11. A 18" storm sewer pipe beginning at a proposed type III curb inlet located approximately 21 feet northwest of the northeast corner of Lot 133, Cedar Grove; thence northerly approximately 40 feet to a proposed type I curb inlet.
12. A 18" storm sewer pipe begging at a proposed type III curb inlet located approximately 21 feet northwest of the northeast corner of Lot 119, Cedar Grove; thence northeasterly approximately 45 feet to a proposed type I curb inlet.

13. A 36" Storm sewer pipe beginning at the discharge point with attached flared end section, located in Outlot 'E'; thence southerly approximately 42 feet to a proposed type III curb inlet located approximately 46 feet southwesterly of the southwest corner of Lot 101, Cedar Grove.
14. A 24" storm sewer pipe beginning at a proposed type III curb inlet, located approximately 46 feet southwesterly of the southwest corner of Lot 101, Cedar Grove; thence southerly approximately 43 feet to a proposed type III curb inlet, located approximately 15 feet northeast of the northwest corner of Lot 86, Cedar Grove; thence southwesterly approximately 37 feet to a proposed type III curb inlet, located approximately 12 feet west of the northwest corner of Lot 86, Cedar Grove; thence westerly approximately 31 feet to a proposed type I curb inlet, located approximately 12 feet east of the northeast corner of Lot 95, Cedar Grove.
15. A 24" storm sewer pipe beginning at a proposed type III curb inlet, located approximately 46 feet southwesterly of the southwest corner of Lot 101, Cedar Grove; thence easterly parallel to the centerline of Birchwood Drive, approximately 236 feet to a proposed type III curb inlet, located approximately 29 feet southwesterly of the southeast corner of Lot 99, Cedar Grove; thence southerly approximately 39 feet to a proposed type I curb inlet, located approximately 25 feet northwesterly of the northeast corner of Lot 85, Cedar Grove.

CONCRETE PAVING

C. Construct a system of roads and streets and relate work located as follows:

1. Birchwood Drive from existing Birchwood Drive; thence westerly approximately 1,505 feet the end of proposed section II, located approximately 33 feet northerly of the northwest corner of Lot 133, Cedar Grove.
2. Clearwater Drive from existing Clearwater Drive located approximately 25 feet southwesterly of the southeast corner of Lot 114, Cedar Grove; thence westerly approximately 536 feet to proposed 53rd Street.
3. 53rd Street from proposed Clearwater Drive; thence northerly approximately 412 feet to proposed Birchwood Drive.
4. 52nd Street from proposed Clearwater Drive thence northerly approximately 520 feet to proposed Birchwood Drive.

5. 51st Street from existing 51st Street thence northerly approximately 459 feet to proposed Birchwood Drive; thence northerly approximately 163 feet to the end of section II, located 25 feet easterly of the northeast corner of Lot 102, Cedar Grove.
6. 50th Street from the existing 50th Street; thence northerly approximately 500 feet to the proposed Birchwood Drive.

The estimated total project cost including construction costs, engineering fees, legal fees, fiscal fees, testing and interest on warrants is \$1,200,000.

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



Mark Westergard, P/E.

NOTICE TO CONTRACTORS

Sanitary and Improvement District No. 296 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 Road, Omaha, Nebraska until 2:00 P.M. on the _____ day of _____, 2016, for furnishing all labor, tools, materials and equipment required to construct as PROPOSAL FOR SANITARY SEWER, STORM SEWER AND PAVING SYSTEM - SECTION II for Sanitary and Improvement District 296, 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

1.	Construct 8" Solid Wall PVC Sanitary Sewer Pipe	3,700	LF
2.	Construct Over Depth (>15') 8" Solid Wall PVC Sanitary Sewer Pipe	355	LF
3.	Construct 6" Solid Wall PVC Sanitary Sewer Pipe	1,800	LF
4.	Construct 54" I.D. Sanitary Sewer Manhole (18)	210	VF
5.	Construct Modified 54" I.D. Sanitary Sewer Manhole (2)	31	VF
6.	Connect to existing Sanitary Lift Station	1	EA
7.	Silt Basin Maintenance	1	LS
8.	Earthwork (Subgrade Prep)	3,800	CY
9.	Remove Concrete Header	133	LF
10.	Remove End-of-Road Markers	12	EA
11.	Construct 7" PCC Pavement w/ Int. Curb	11,400	SY
12.	Construct Decorative Street Name Sign and Post	5	EA
13.	Adjust Manhole to Grade	19	EA
14.	Construct End-of-Road Markers	6	EA
15.	Construct 18" RCP, Class III	620	LF
16.	Construct 24" RCP, Class III	1,320	LF
17.	Construct 36" RCP, D0.01 = 1,350	50	LF
18.	Construct 54" I.D. Storm Manhole (2)	7	VF
19.	Construct 60" I.D. Storm Manhole (3)	18	VF
20.	Construct Curb Inlet, Type I	6	EA
21.	Construct Curb Inlet, Type III	9	EA
22.	Construct 24" Flared End Section	1	EA
23.	Construct 36" Flared EndSection	1	EA
24.	Construct Riprap - NDOR TYPE A	70	TON

SID 296 – Sanitary, Storm & Paving Section II
Resolution and Notice to Contractors

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 \$860,000.

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 \$43,000 made payable to the Treasurer of Sanitary and Improvement District 296 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 296" and shall be marked "PROPOSAL FOR SANITARY SEWER, STORM SEWER AND PAVING SYSTEM - SECTION II" 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, Inc., 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, Inc. upon payment of \$50.00, none of which will be refunded.

Sanitary and Improvement District 296 of Sarpy County, Nebraska, reserves the right to reject any or all bids received and to waive informalities and irregularities.

SANITARY AND IMPROVEMENT DISTRICT 296 OF SARPY COUNTY, NE.

Clerk



D|A|DAVIDSON
FIXED INCOME CAPITAL MARKETS

April 25, 2016

1111 N. 102nd Court, Suite 300
Omaha, NE 68114
(402) 397-5777
(800) 776-5777
Fax (402) 392-7908
www.davidsoncompanies.com/ficm
D.A. Davidson & Co. member SIPC

Chairman and Board of Trustees
Sanitary & Improvement District #296 (Cedar Grove)
c/o Mr. Larry Jobeun
Fullenkamp Doyle & Jobeun
11440 West Center Road, Suite C
Omaha, NE 68144

Re: Sanitary & Improvement District No. 296 of Sarpy County, NE (Cedar Grove) – Phase II

Gentlemen:

Enclosed are three (3) sets of the SID underwriting agreement for your review and consideration regarding SID No. 296 of Sarpy County, Nebraska, Cedar Grove. Please have the appropriate individuals sign on the signature pages and return one (1) original to us for our files. Please also pass a Resolution at your next meeting adopting this agreement.

We would like to thank you for your consideration of this proposal.

Best regards,

John E. Kuehl
Senior Vice President,
SID Manager

Enclosures



D|A|DAVIDSON

FIXED INCOME CAPITAL MARKETS

April 25, 2016

Chairman and Board of Trustees
Sanitary & Improvement District #296 (Cedar Grove)
c/o Mr. Larry Jobeun
Fullenkamp Doyle & Jobeun
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www.davidsoncompanies.com/ficm
D.A. Davidson & Co. member SIPC

Re: Sanitary & Improvement District No. 296 of Sarpy County, NE (Cedar Grove) Underwriting
Engagement Letter – Phase II

Gentlemen:

On behalf of D.A. Davidson & Co. (“Davidson”), I want to thank you for the opportunity to allow us to make a proposal to serve as your underwriter in connection with your anticipated sale of warrants and bonds (the “Securities”) which will finance the development and construction of improvements for Sanitary and Improvement District #296 of Sarpy County (the “Issuer” or “District”). If you engage us, this letter will confirm the terms of our engagement.

As underwriter, Davidson will not be required to purchase the Securities, except pursuant to the terms of this Agreement. Our services as Underwriter are generally described on Exhibit A attached hereto.

1. Construction of the public improvements for the District will be accomplished in multiple Phases of development with the developer being Clearwater Falls, LLC. We agree to place the construction warrants issued by you in the approximate amount of \$1,960,000 on Phase II of development, which total includes approximately one and one-half (1½) years’ interest on the warrants to be issued by the District. Warrants so placed by us will be purchased from the payees thereof at the principal amounts shown on such warrants within fifteen (15) days after our receipt of the warrants and an accompanying approving legal opinion of Bond Counsel of our choice. The Source and Use of Funds is attached to this financing agreement as provided by the District’s Engineers, E & A Consulting Group, Inc., and dated April 22, 2016. Said warrants shall bear interest at an interest rate recommended by us and approved by you from time to time, which interest rate will be at seven percent (7.00%) per annum until changed by notice from Davidson and the ability to market warrants.

The District agrees that it will not issue warrants for payments on contracts entered in to complete the improvements documented on the Engineer’s Source and Use of Funds that would be in excess of the

amount authorized for each improvement on the Engineer's Source and Use of Funds. Any excess will require prior written consent of Davidson before any warrants may be authorized.

The District agrees to have the District's Engineer provide a summary of actual costs versus the estimates on the Engineer's Source and Use of Funds when the improvements are twenty-five percent (25%) complete, fifty percent (50%) complete, seventy-five percent (75%) complete and one hundred percent (100 %) complete.

2. No Advisory or Fiduciary Role. You acknowledge and agree that: (i) the primary role of Davidson, as an underwriter, is to purchase Securities, for resale to investors, in an arm's-length commercial transaction between the Issuer and Davidson and that Davidson has financial and other interests that may differ from yours; (ii) Davidson is not acting as a municipal advisor, financial advisor, or fiduciary to the District and has not assumed any advisory or fiduciary responsibility to the District with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether Davidson has provided other services or is currently providing other services to you on other matters); (iii) the only obligations Davidson has to the District with respect to the transactions contemplated hereby are expressly set forth in this letter agreement; and (iv) you have consulted your own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you have deemed appropriate and or necessary. If you do not have a Municipal Adviser and you desire to retain a municipal advisor in this transaction that has legal and fiduciary duties to you, you have freedom of action to do so. You acknowledge receipt of certain regulatory disclosures as required by the Municipal Securities Rulemaking Board that are attached to this agreement as Exhibit B.

3. We will purchase the legally issued General Obligation Bonds (GO Bonds) of the District in the approximate amount of \$2,400,000, subject to our further due diligence. GO Bonds shall be issued from time to time as and when we mutually agree is advantageous to the District given then current long term interest rates and as the District is otherwise required to redeem warrants by law. The GO Bonds will be issued in an aggregate amount sufficient to fund a) the redemption of all legally issued and outstanding construction warrants and accumulated interest thereon; b) appropriate Bond Sinking Fund; and, c) District bond issuance expenses.

4. You agree that we will purchase the GO Bonds a discount to par. Our discount purchase price of the bonds shall not exceed ^{four} ~~five~~ percent (^{4%} ~~5%~~) of the par value of the bonds issued. All GO Bonds shall mature, be in such denominations, bear call premiums as permitted by law, and otherwise be on such terms and conditions as we may mutually determine to be appropriate in the circumstances. Our obligation to purchase the GO Bonds is subject to our receipt of the opinion of Bond Counsel acceptable to us and in a form satisfactory to us that the bonds are legally issued and the interest thereon is exempt from all Federal and Nebraska Income Taxes.

5. The District agrees to take all actions and do all things required by Bond Counsel to obtain their approving legal opinion on the warrants and bonds. The District further agrees to submit to Bond Counsel all records of the District's Board's proceedings and to furnish us with one complete certified transcript of such proceedings that meet the requirements of Bond Counsel acceptable to us.

6. Developer and District warrant, covenant and agree that, notwithstanding any other

provision of this Agreement to the contrary, the total amount of general obligation debt of the District arising from the District's activities and expenditures in connection with the construction of the improvements authorized herein shall not in the aggregate, in any event, exceed the total of the amount of general obligation estimated in the Source and Use of Funds dated April 22, 2016 in the amount of \$506,795 plus interest. To the extent such general obligation debt of the District would have otherwise exceeded such total at date of levy of special assessments, the general obligation of the District shall be reduced to \$506,795, plus interest and the amount in excess of \$506,795 will be specially assessed.

7. The District agrees to levy all special assessments as soon as possible after completion of construction without delay.

8. The District agrees to pay all fees and expenses of bond printing, publication, registration, Registrar, Paying Agent, and Bond Counsel's opinions on all warrants and bonds issued by the District.

9. Unless otherwise agreed, we agree to perform all the duties of Registrar and Paying Agent for the District for all Construction Fund and General Fund warrants that will be issued by the District. We further agree to provide information to the District to assist the District in its preparation of the annual.

10. In accordance with the requirements of Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"), promulgated by the Securities and Exchange Commission, the District, being the only "obligated person" with respect to the Bonds, and being an "obligated person" with respect to no more than \$10,000,000 in aggregate amount of outstanding municipal securities (including the Bonds), agrees that it will provide the following continuing disclosure information to the Municipal Securities Rulemaking Board (the "MSRB") in an electronic format as prescribed by the MSRB:

A. at least annually, financial information or operating data for the District which is customarily prepared by the District and is publicly available, consisting of the District's audited financial statements;

B. in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of the occurrence of any of the following events with respect to the Bonds:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or

other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(7) modifications to rights of the holders of the Bonds, if material;

(8) bond calls, if material, and tender offers;

(9) defeasances;

(10) release, substitution, or sale of property securing repayment of the Bonds, if material;

(11) rating changes;

(12) bankruptcy, insolvency, receivership or similar events of the District (this event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District);

(13) the consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(14) appointment of a successor or additional trustee or the change of name of a trustee, if material.

The District has not undertaken to provide notice of the occurrence of any other event, except the events listed above.

The District agrees that all documents provided to the MSRB under the terms of this continuing disclosure undertaking shall be in such electronic format and accompanied by such identifying information as shall be prescribed by the MSRB. The District reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information or the accounting methods in accordance with which such information is presented, to the extent necessary or appropriate in the judgment of the District, consistent with the Rule. The District agrees that such covenants are for the benefit of the registered owners of the Bonds (including Beneficial Owners) and that such covenants may be enforced by any registered owner or Beneficial Owner, provided that any such right to enforcement shall be limited to specific enforcement of such undertaking and any failure shall not constitute an event of default

under the Resolution. The continuing disclosure obligations of the District, as described above, shall cease when none of the Bonds remain outstanding.

A failure by the District to comply with the continuing disclosure undertaking will not constitute an event of default with respect to the Bonds, although any holder will have any available remedy at law or in equity, including seeking specific performance by court order, to cause the District to comply with its obligations under the undertaking

11. The District will pay accrued interest on all Construction Fund Warrants issued by it on February 10, 2017 and on each February 10 thereafter so long as any such Warrants are unpaid and outstanding; provided, however, that such warrants shall not be deemed to be outstanding which were called for redemption and for the payment of which the Paying Agent has adequate funds on the date fixed for redemption. Payment of interest will be made by warrants. Davidson shall have no obligation to place or purchase such interest warrants to provide cash for interest payments, but may do so in its discretion based on the financial standing of the District at the time the interest warrants are issued. If Davidson does not purchase the interest warrants, the District will cause the interest warrants to be delivered to the current construction warrant holders as of the interest payment date.

12. Any other contracts or agreements between the District and any other political body relating to the District's improvements shall be subject to prior written consent of Bond Counsel and us, which such consent shall not be unreasonably withheld.

13. We reserve the right of first refusal to purchase any bonds you may issue to refund any outstanding bonds of the District for a period of two (2) years from the date of delivery of the last bonds purchased by us under the terms of this agreement. Said refunding bonds shall be subject to such conditions and shall bear interest at such rate or rates as will be mutually agreed upon by the parties hereto at the time of their issuance. The discounted purchase price for said refunding bonds shall not exceed three percent (3%) of the face value of the refunding bonds issued.

14. We shall have the further Right of First Refusal, exercisable in accordance with the terms hereinafter set forth, to purchase any of the following Bonds issued by your District:

- A. Bonds issued with respect to any additional improvements requiring financing by your District which are installed within two (2) years from the date of this Agreement or
- B. Bonds issued with respect to the funding of any Bonds previously issued by your District.

The District agrees that no Bonds described in A) or B) above shall be sold by the District to anyone other than Davidson without first complying with the requirements of this paragraph. The District further agrees it will submit to Davidson the specific terms of any proposal which it receives and it wishes to accept with regard to the purchase by any other person or any such Bonds as are described in A) or B) above, and Davidson shall have the option to purchase such Bonds on the same terms as the terms set forth in this proposal. If Davidson intends to exercise such option, Davidson shall give the District written notice of such intent within ten (10) days of receiving such a proposal, and Davidson shall purchase such Bonds on a date which is mutually agreeable to the District and Davidson (which date shall in no event be later than thirty (30) days following our receipt of the proposal). If Davidson has not given

notice of their intent to purchase within such ten (10) day period, District may to sell the Bonds described in the proposal to someone other than us for a period of thirty (30) days thereafter, but only in strict accordance with the terms as were outlined in the proposal submitted to us.

15. We reserve the Right of First Refusal to purchase any General Fund Warrants issued by your District that we choose to purchase. The proposed underwriting fee will be 3.5% for General Fund Warrants we choose to purchase.

16. Fees and Expenses. Davidson's proposed underwriting fee/spread is set forth on Exhibit C and in any event will not exceed 5% for the bonds, or 3% for refunding bonds, or 3.5% for warrants based on the principal amount of the Securities issued. The underwriting fee/spread will represent the difference between the price that Davidson pays for the Securities and the public offering price stated on the cover of the final official statement. The Issuer shall be responsible for paying all other costs of issuance of the Securities, including without limitation, the fees of issuer and bond counsel, municipal advisors, accountants, engineers, rating agencies and all other expenses incident to the performance of the Issuer's obligations under the proposed financing and offering of the Securities.

17. Term and Termination. The term of this engagement shall extend from the date of this letter to the closing of the final offering of any of the Securities, which may include the period in which you issue Warrants and through the date that the sale of any bonds is closed. Notwithstanding the forgoing, either party may terminate Davidson's engagement at any time without liability of penalty upon at least 30 days' prior written notice to the other party. If Davidson's engagement is terminated by the District, the Issuer agrees to reimburse Davidson for its out-of-pocket expenses incurred until the date of termination.

18. We shall have the right to assign this contract to a subsidiary or an affiliate of Davidson or to any other corporation or individual, and upon such assignment, shall be released from any further responsibility hereunder if such assignee assumes all of Davidson rights, duties and obligations hereunder.

19. This Agreement shall at any time be subject to termination or renegotiation by Davidson if:

- A. It is agreed and understood that if, at any time, by change of law or court decision, the interest on obligations of the District shall cease to be exempt from Federal Income Taxes or any Nebraska Income Taxes or the bonds or warrants become subject to any Nebraska intangible or sales tax, then the undersigned shall have the option to terminate or renegotiate the terms of this contract; or
- B. Legislation, court decision, or any ruling or regulation shall be enacted or rendered which shall, in the opinion of Davidson, materially affect the market price of the Warrants or the Bonds, or a war involving the United States, or other national calamity, shall have occurred, or any conflict involving Armed Forces of the United States shall be escalated to such a magnitude to market the Warrants or Bonds: or

Upon the mutual agreement of the District and Davidson the market price of the warrants and Bonds are adversely affected because additional material.

- C. 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; or
- D. An ordinance to annex the District is passed by the authoritative municipality prior to the issuance of a final series of General Obligation Bonds to redeem all outstanding Construction Fund Warrants of the District; or
- E. If any provisions of this agreement shall be held or deemed by any court or Bond Counsel to be illegal, inoperative, or unenforceable, we may, at our option, either terminate this agreement in whole or terminate or renegotiate the provision or provisions involved; but such termination or re-negotiation shall not affect or reduce our right to receive compensation hereunder for services already performed.

In the event the District is annexed by the City of Omaha, Nebraska, the District agrees that Davidson's fees are earned at the time this agreement is executed as consideration for the financing commitment being made by Davidson to the District. The District also agrees that any annexation, termination or renegotiation of this agreement shall have no affect or reduce the right of Davidson to receive compensation as provided herein for Construction Fund Warrants and General Obligation Bonds. In the event that the District is annexed or terminated prior to the issuance of all Construction Fund Warrants and General Obligation Bonds for the redemption of all outstanding Construction Fund Warrants, Davidson is entitled to compensation for services provided to the date of termination of this Agreement as if all Construction Fund Warrants were issued and all General Obligation Bonds to retire all outstanding Construction Fund Warrants were issued at the time of annexation or termination. The total fee due to Davidson will be determined by summing the following fees:

- A. Fee Due for Un-issued Construction Fund Warrants The fee due to Davidson for un-issued Construction Fund Warrants will be determined by subtracting the outstanding Construction Fund warrants at the date of annexation or termination from the total financing commitment amount as documented in section 1 of this Agreement and then multiplying the difference by the warrant fee rate (3.50%) as documented in section 13 of this Agreement to determine the fee due for un-issued warrants.
- B. Fee Due for Un-issued Bonds The fee due to Davidson for un-issued bonds will be determined by totaling the bond cash assets of the District, which includes cash and investment in the District's Bond Sinking Fund and the uncollected Special Assessments, less a two (2) year cash reserve of any existing General Obligation Bond issue(s). The net bond cash assets shall then be subtracted from the General Obligation Bond financing commitment amount as documented in section 2 of this Agreement and then multiplied by the discount rate five (5.00%) as documented in section 2 of this Agreement.

20. Miscellaneous. This letter shall be governed and construed in accordance with the laws of the State of Nebraska. This Agreement may not be amended or modified except by means of a written

instrument executed by both parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party.

If there is any aspect of this Agreement that you believe requires further clarification, please do not hesitate to contact us. If the foregoing is consistent with your understanding of our engagement, please sign and return the enclosed copy of this letter.

Again, we thank you for the opportunity to assist you with your proposed financing and the confidence you have placed in us.

Very truly yours,

D.A.DAVIDSON & CO.

By:  _____
John E. Kuehl
Senior Vice President

Based on the proposal above, you hereby designate us as your sole and exclusive managing underwriter for the issuance of the Securities, subject to satisfying applicable procurement laws or policies, formal approval by your Board, finalizing the structure of the Securities and executing a Purchase Agreement.

This Letter and Agreement is hereby accepted for and on behalf of _____ on this ____ day of _____, 2015.

By: _____
Name: _____
Title: _____

EXHIBIT A

Typical Services of an Underwriter

Davidson (hereinafter referred to as "Davidson") intends/proposes to serve as the exclusive underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Securities.

As part of our services as sole underwriter, Davidson may provide incidental advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Securities. The following describes the typical services that we provide as Underwriter.

Offering Planning Services

- Respond to requests for underwriting proposals from Districts
- Participate in planning meetings with District and its advisers on the offering.
- Engage in due diligence.
- Review and comment on financial assumptions provided by developers and engineers and make suggestions on offering structure.
- At request of District's developer, attorney, engineer and other advisors, meet with city/county planning officials to provide input in the planning of the scope and timing of improvements based on the proposed financing.
- Review and provide comments to the District's legal and Bond counsel and other advisers regarding the project cash flow analysis based on proposed cost of public improvements, the anticipated special assessments to be levied and other projected costs.
- Consult as necessary with relevant parties regarding the timing, issuance and placement of construction fund warrants to be issued and based on the anticipated build-out of District.
- Participate in meetings with relevant parties to review impacts of public improvement cost changes.
- Attend meetings of District, as requested and respond to District's general or specific inquiries regarding its financing.
- Attend and testify at District Court hearings as necessary for bond authority, if requested

Offering Services

- Assist in the preparation of credit presentations.
- Advise District regarding the plan of distribution for bonds, warrants and other transactions. Work with District to determine general timing of the sale of bonds and/or warrants, taking into consideration major economic indicators, interest rate conditions, competing local and regional municipal securities offerings and District scheduling concerns.
- Work with bond and underwriter's counsel in the preparation of preliminary official statements, official statements and other offering documents and disclosures as required. Work with bond and underwriter's counsel and District to prepare any addenda to offering documents.
- Coordinate the registration of warrants with County Treasurer.
- Coordinate endorsement of warrants by payees.
- Review the final official statement and all legal documents. Work with bond counsel to ensure all regulatory documentation is filed and assist in the closing process as needed.
- Coordinate with District and bond counsel to prepare the authorizing resolution and other documents. Review all draft financing documents.
- Assist District, its attorney and bond counsel to make all necessary filings and otherwise comply with applicable Nebraska State statutory requirements, Internal Revenue Service rules, SEC regulations and MSRB rules.
- On refunding issues work with District counsel and bond counsel to verify payoff amounts on bonds to be redeemed. On advanced refunding issues, review calculation of net escrow funding requirement, coordinate selection of escrow agent.
- Coordinate closing activities between District, and other involved parties (registrar and paying agent, bond counsel, Depository Trust Company, etc.) and address any unforeseen issues that come up prior to settlement to ensure timely closing.
- Review risks associated with transaction as disclosed in the MSRB G-23 & G-17 letters.
- Educate and provide information to District regarding bond pricing and marketing approaches, including information regarding retail and institutional sales, public vs. private placement and analysis of comparable deals in the marketplace.
- Conduct a pre-pricing conference with District to update to present comparable pricing information as a basis for negotiation, and react and respond to last-minute pricing issues.

Post Offering Services

- At request of District attend annual budget meetings.
- Assist District in providing information necessary for submitting continuing disclosures regarding financial information, and assist District if requested with ongoing disclosure obligations pursuant to SEC 1934 Act Rule 15c2-12, as applicable.
- Upon request participate in meetings with District and other relevant parties concerning aspects of tax exemption and arbitrage on existing debt.
- Monitor and provide comments on bond fund and general fund balances.
- Coordinate redemption of general fund and construction fund warrants.
- Upon request from paying agent, provide confirming calculations of annual interest payments of construction fund warrants.
- Maintain database of outstanding warrants to allow District to generate reports by payee, registration dates, maturity date and confirm calculation principal and interest payments.
- Monitor District development by performing periodic site visits.
- Monitor outstanding bonds and District indebtedness to identify and present refunding opportunities to the District.

Private Placement/Nontraditional Financing Services

- Assist District in identifying prospective investors.
- Prepare credit package to solicit initial feedback from prospective investors.
- Present feedback to District; determine next steps and likely timeline.
- Assist District with preparation of purchase agreement.
- Assist District and bond counsel with preparation of private placement memorandum.
- Assist District with preparation of investor letter.

EXHIBIT B

Disclosures

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- (ii) The underwriters' primary role is to purchase the Securities with a view to distribution in an arm's-length transaction with the Issuer. The underwriter's financial and other interests may and will differ from those of the Issuer.
- (iii) Unlike a municipal advisor, the underwriters do not have a fiduciary duty to the Issuer under the federal securities laws and are, therefore, not required by federal law to act in the best interests of the Issuer without regard to their own financial or other interests.
- (iv) The underwriters have a duty to purchase the Securities from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the Securities to investors at prices that are fair and reasonable.
- (v) The underwriter will participate in the drafting and review the preliminary and official statement for the Securities in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws, the MSRB and FINRA as applied to the facts and circumstances of this transaction.

Disclosures Concerning the Underwriters Compensation

As underwriter, Davidson will be compensated by a fee and/or an underwriting discount that will be set forth in the Purchase Agreement to be negotiated and entered into in connection with the issuance of the Securities. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Securities. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Additional Conflicts

Davidson has not identified any additional potential or actual material conflicts that require disclosure.

Risk Disclosures Pursuant to MSRB Rule G-17 - Fixed Rate Bonds

The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds ("Fixed Rate Bonds"), as well as a general description of certain financial risks that you should consider before deciding whether to issue Fixed Rate Bonds.

Financial Characteristics

Maturity and Interest. Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

Redemption. Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all of the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates.

Fixed Rate Bonds will be subject to optional redemption only after the passage of a specified period of time, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

Security

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below.

General Obligation Bonds. The District has irrevocably covenanted and agreed that for so long as any of the Bonds are outstanding, it will include in its budget and levy taxes annually on all the taxable property in the District, in amounts sufficient, together with all other money legally available and to be used therefor, to pay the principal of and interest on the Bonds as the same shall become due. The full faith, credit and resources of the District are irrevocably pledged for the annual levy and collection of such taxes and the prompt payment of such principal and interest.

The Bonds are not obligations of the State, the County or any other municipal corporation other than the District.

The description above regarding "Security" is only a brief summary of certain possible security provisions for the bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the bonds.

Financial Risk

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or

all of the following:

Issuer Default Risk. You may be in default if the funds pledged to secure your bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a brief summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

Redemption Risk. Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

Refinancing Risk. If your financing plan contemplates refinancing some or all of the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be retired) may restrict your ability to refund the bonds to take advantage of lower interest rates.

Reinvestment Risk. You may have proceeds of the bonds to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as "negative arbitrage".

Tax Compliance Risk. The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of the tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the

bonds or the mandatory redemption of the bonds.

The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax- exempt bonds also may be limited.

EXHIBIT C

Fees and Expenses

Underwriting discount/fee for warrant is three and one half percent (3.5%) of the principal amount of warrant debt being issued

Underwriting discount/fee for general obligation bonds used to fund warrants (or Certificates of Indebtedness) is five percent (5%) of the principal amount of bond debt being issued

Underwriting discount/fee for general obligation refunding bonds is three percent (3%) of the principal amount of refunding bond debt being issued

E & A CONSULTING GROUP
 10909 MILL VALLEY ROAD, OMAHA, NE 68154

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

PROJECT : CEDAR GROVE , ZONING: RS 120 58 LOTS
 DEVELOPER: BOYER YOUNG
 AREA (ACRES): 27.08
 JURISDICTION: BELLEVUE
 DATE: 04/22/16
 ESTIMATED BY: Westergard JOB #: P2013.038.001

CEDAR GROVE (PHASE II)

ITEM	CONSTRCT.	TOTAL	PRIVATE / OTHERS	SPECIAL ASSESS.	G.O. REIMBURS.	G.O. NON-REIMB
EXTERIOR SIDEWALKS	87,315	120,494		45,592		\$ 74,902
SANITARY SEWER	257,000	354,660		354,660	0	0
PAVING (INTERIOR)	446,633	616,354		461,143	0	155,211
PAVING (48TH STREET INTERLOCAL)	20,308	24,370				24,370
WATER (INTERIOR)	225,500	288,640		288,640	0	0
WATER (EXTERIOR)	20,000	24,000			0	24,000
UNDERGROUND ELECTRICAL	78,300	100,224		100,224		0
STORM SEWER	139,820	192,952				192,952
ADMINISTRATIVE FEE, (1%)	9,308	11,169		7,818		3,351
OUTLOT ACQUISITION	5,850	6,845				6,845
PARK FEE	21,509	25,166				25,166
TOTALS	1,311,543	\$1,764,873	\$0	\$1,258,078	\$0	\$ 506,795

PER SINGLE FAMILY LOT

\$21,691

VALUATION: 58 SING. FAM.@ \$350,000 = \$20,300,000

TOTAL @ 90% \$ 18,270,000

G.O. DEBT RATIO = \$506,795 / \$ 18,270,000 = 2.77%

SANITARY SEWER					
NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	8 INCH SANITARY SEWER PIPE	4,100	L.F.	30.00	123,000
2	6 INCH SANITARY SEWER PIPE	2,000	L.F.	29.00	58,000
3	54 IN. I.D. SANITARY MANHOLE 20	240	V.F.	275.00	66,000
4	CRUSHED ROCK BEDDING	200	TON	25.00	5,000
	MISCELLANEOUS (+ 2%)	1	L.S.	XXXX	5,000

TOTAL ESTIMATED CONSTRUCTION COST: \$257,000

TOTAL PROJECT COSTS WITH LEGAL, FISCAL, ENGINEERING & INTEREST (38%) \$354,660

PAVING (INTERIOR)

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	7" P.C. CONCRETE PAVEMENT W/ INT. CURB	13,000	S.Y.	\$30.00	\$390,000
2	EARTHWORK	4,333	C.Y.	2.50	10,833
3	ADJUST MANHOLE TO GRADE	21	EA	250.00	5,250
4	SEDIMENT BASIN CLEANOUT DURING INFRASTRUCTURE CONSTR.	1	LS	20000.00	30,000
5	STREET SIGNS	7	EA	250.00	1,750
	MISCELLANEOUS (+ 2%)	1	L.S.	XXXX	8,800

TOTAL ESTIMATED CONSTRUCTION COST: \$446,633

TOTAL PROJECT COSTS WITH LEGAL, FISCAL, ENGINEERING & INTEREST (38%) \$616,354

G.O. ITEMS

INTERSECTIONS (TO EOR)	990	SY	\$41,806
OVERWIDTH PAVE. @ BIRCHWOOD	1,552	SY	\$65,538
PARK & OL FRONTAGE PAVING	180	SY	\$7,601
EARTHWORK	907	CY	\$9,579
SEDIMENT BASIN CLEANOUT	1	LS	\$28,152
STREET SIGNS	7	EACH	\$2,536
G.O. TOTAL			\$155,211

EXTERIOR PAVING (48TH STREET IMPROVEMENTS)

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
-----	------	------------------	------	------------	------

TOTAL ESTIMATED CONSTRUCTION COST: \$ 24,370

100% G.O.

FINAL CONSTRUCTION COST	\$	512,777	
1/3 COST PER INTERLOCAL	\$	170,926	
FRONTAGE		1,320	
TOTAL FRONTAGE		11,110	
REIMBURSEMENT AMOUNT	\$	20,308	ASSUMED 20% SOFT COSTS \$ 24,370

ELECTRICAL SERVICE

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	ELECTRICAL SERVICE SINGLE FAMILY	58	LOTS	\$1,350.00	\$78,300

TOTAL ESTIMATED CONSTRUCTION COST: \$78,300

TOTAL PROJECT COSTS WITH LEGAL, FISCAL, ENGINEERING & INTEREST (28%) \$100,224

WATER (INTERIOR)

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	INTERIOR WATER DISTRIBUTION	4,100	L.F.	\$55.00	\$225,500

TOTAL ESTIMATED CONSTRUCTION COST: \$225,500

TOTAL PROJECT COSTS WITH LEGAL, FISCAL, ENGINEERING & INTEREST (28%) \$288,640

WATER (EXTERIOR)

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	FEES FOR PREVIOUSLY INSTALLED MAINS	1	L.S.	\$20,000.00	\$20,000

TOTAL ESTIMATED CONSTRUCTION COST: \$20,000

TOTAL PROJECT COSTS WITH LEGAL, FISCAL, ENGINEERING & INTEREST (20%) \$24,000

STORM SEWER

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	18" RCP	660	LF	31.00	20,460
2	24" RCP	970	LF	38.00	36,860
3	36" RCP	280	LF	60.00	16,800
4	OUTLOT "E" PCSMP OUTLET AND RISER	1	EA	15000.00	15,000
5	STORM MANHOLES	4	VF	400.00	12,000
6	CURB INLETS	14	EA	2200.00	30,800
7	FLARED END SECTIONS	1	EA	1200.00	1,200
	MISCELLANEOUS (+ 5%)	1	L.S.	XXXX	6,700

TOTAL ESTIMATED CONSTRUCTION COST: \$139,820

TOTAL PROJECT COSTS WITH LEGAL, FISCAL, ENGINEERING & INTEREST (38%) \$192,952

100% GENERAL OBLIGATION

BELLEVUE PARK FEES

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	BELLEVUE PARK FEES	25.31	ACRES	850.00	21,509

TOTAL ESTIMATED CONSTRUCTION COST: \$21,509

NOTES: TOTAL PROJECT COSTS WITH LEGAL, FISCAL, ENGINEERING & INTEREST (17%) \$25,166

100% GENERAL OBLIGATION**EXTERIOR SIDEWALKS**

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	8' SIDEWALK ALONG WEST SIDE OF 48TH STREET	7,400.00	SF	\$4.25	\$31,465
2	8' TRAIL IN BIRCHWOOD DRIVE	10,800.00	SF	\$4.25	\$45,900
3	EARTHWORK	2,000.00	C.Y.	2.50	5,000
4	SEEDING	0.50	ACRES	1500.00	750
	MISCELLANEOUS (+ 5%)	1	L.S.	XXXX	4,200

TOTAL ESTIMATED CONSTRUCTION COST: \$87,315

TOTAL PROJECT COSTS WITH LEGAL, FISCAL, ENGINEERING & INTEREST (38%) \$120,494

SPECIALLY ASSESS 6' OF 48TH ST. SIDEWALK \$45,592

OUTLOT ACQUISITION

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	OUTLOT "E" ACQUISITION	0.26	ACRE	22500.00	5,850

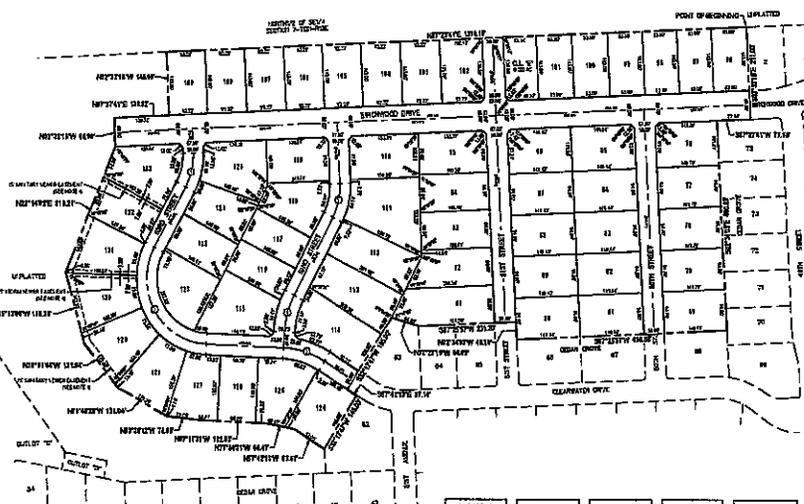
TOTAL ESTIMATED CONSTRUCTION COST: \$5,850

NOTES: TOTAL PROJECT COSTS WITH LEGAL, FISCAL, ENGINEERING & INTEREST (17%) \$6,845

CEDAR GROVE

LOTS 76 THRU 133 INCLUSIVE AND OUTLOT 1
SECTION 16, TOWNSHIP 120N, RANGE 10 EAST OF THE 5TH, SUFFOLK COUNTY, VERMONT

- LEGEND**
- BOUNDARY LINE
 - ROAD OF PUBLIC USE
 - LOT LINE
 - EASEMENTS
 - - - - - DIRT ROADWAY
 - - - - - DIRT HIGHWAY



- NOTES**
1. ALL LOTS ARE TO BE BUILT UPON WITHIN 180 DAYS OF THE DATE OF THIS PLAN.
 2. ALL LOTS ARE TO BE BUILT UPON WITHIN 180 DAYS OF THE DATE OF THIS PLAN.
 3. ALL EASEMENTS AND RIGHTS ARE TO BE LOCATED AND CONTAINED WITHIN THE BOUNDARIES OF THE LOTS TO WHICH THEY RELATE.
 4. ALL EASEMENTS AND RIGHTS ARE TO BE LOCATED AND CONTAINED WITHIN THE BOUNDARIES OF THE LOTS TO WHICH THEY RELATE.
 5. THE SHOWN INFORMATION IS BASED UPON THE RECORDS OF THE REGISTERED PLANNING BOARD AND THE RECORDS OF THE OFFICE OF THE REGISTRAR.

CENTRAL CURVE TABLE

STATION	CHORD	LENGTH	ANGLE	DELTA
1	125.00	125.00	90° 00' 00"	90° 00' 00"
2	125.00	125.00	90° 00' 00"	90° 00' 00"
3	125.00	125.00	90° 00' 00"	90° 00' 00"
4	125.00	125.00	90° 00' 00"	90° 00' 00"
5	125.00	125.00	90° 00' 00"	90° 00' 00"

LOT NO.	LOT AREA				
76	12.50	12.50	12.50	12.50	12.50
77	12.50	12.50	12.50	12.50	12.50
78	12.50	12.50	12.50	12.50	12.50
79	12.50	12.50	12.50	12.50	12.50
80	12.50	12.50	12.50	12.50	12.50
81	12.50	12.50	12.50	12.50	12.50
82	12.50	12.50	12.50	12.50	12.50
83	12.50	12.50	12.50	12.50	12.50
84	12.50	12.50	12.50	12.50	12.50
85	12.50	12.50	12.50	12.50	12.50
86	12.50	12.50	12.50	12.50	12.50
87	12.50	12.50	12.50	12.50	12.50

DESCRIPTION

WHEREAS THE CERTIFICATES OF SALE AND AGREEMENTS WITHIN THE PLAN CAUSED THE LAND TO BE PARCELED AND TO BE BOUND BY THE BOUNDARIES SHOWN ON THIS PLAN AND WHEREAS THE CERTIFICATES OF SALE AND AGREEMENTS WITHIN THE PLAN CAUSED THE LAND TO BE PARCELED AND TO BE BOUND BY THE BOUNDARIES SHOWN ON THIS PLAN AND WHEREAS THE CERTIFICATES OF SALE AND AGREEMENTS WITHIN THE PLAN CAUSED THE LAND TO BE PARCELED AND TO BE BOUND BY THE BOUNDARIES SHOWN ON THIS PLAN...

EXCEPTIONS

THESE LOTS ARE NOT TO BE BUILT UPON WITHIN 180 DAYS OF THE DATE OF THIS PLAN.

RESERVED RIGHTS

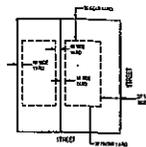
THESE LOTS ARE NOT TO BE BUILT UPON WITHIN 180 DAYS OF THE DATE OF THIS PLAN.

EXCEPTIONS

THESE LOTS ARE NOT TO BE BUILT UPON WITHIN 180 DAYS OF THE DATE OF THIS PLAN.

RESERVED RIGHTS

THESE LOTS ARE NOT TO BE BUILT UPON WITHIN 180 DAYS OF THE DATE OF THIS PLAN.



E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services
www.eandagroup.com
100 Main Street, Suite 200
Suffolk, Vermont 05648
Phone: 802-253-1234

REGISTERED PROFESSIONAL ENGINEER
VERMONT REG. NO. 12345
EXPIRES 12/31/2024

REGISTERED PROFESSIONAL PLANNER
VERMONT REG. NO. 67890
EXPIRES 12/31/2024

REGISTERED PROFESSIONAL ENVIRONMENTAL SCIENTIST
VERMONT REG. NO. 11111
EXPIRES 12/31/2024

REGISTERED PROFESSIONAL SURVEYOR
VERMONT REG. NO. 22222
EXPIRES 12/31/2024

REGISTERED PROFESSIONAL ARCHITECT
VERMONT REG. NO. 33333
EXPIRES 12/31/2024

REGISTERED PROFESSIONAL LANDSCAPE ARCHITECT
VERMONT REG. NO. 44444
EXPIRES 12/31/2024

REGISTERED PROFESSIONAL CIVIL ENGINEER
VERMONT REG. NO. 55555
EXPIRES 12/31/2024

REGISTERED PROFESSIONAL ELECTRICAL ENGINEER
VERMONT REG. NO. 66666
EXPIRES 12/31/2024

REGISTERED PROFESSIONAL MECHANICAL ENGINEER
VERMONT REG. NO. 77777
EXPIRES 12/31/2024

REGISTERED PROFESSIONAL CHEMICAL ENGINEER
VERMONT REG. NO. 88888
EXPIRES 12/31/2024

REGISTERED PROFESSIONAL METALLURGICAL ENGINEER
VERMONT REG. NO. 99999
EXPIRES 12/31/2024

REGISTERED PROFESSIONAL AERONAUTICAL ENGINEER
VERMONT REG. NO. 10101
EXPIRES 12/31/2024

REGISTERED PROFESSIONAL NUCLEAR ENGINEER
VERMONT REG. NO. 11111
EXPIRES 12/31/2024

REGISTERED PROFESSIONAL INDUSTRIAL ENGINEER
VERMONT REG. NO. 12121
EXPIRES 12/31/2024

REGISTERED PROFESSIONAL AGRICULTURAL ENGINEER
VERMONT REG. NO. 13131
EXPIRES 12/31/2024

REGISTERED PROFESSIONAL MARINE ENGINEER
VERMONT REG. NO. 14141
EXPIRES 12/31/2024

REGISTERED PROFESSIONAL PETROLEUM ENGINEER
VERMONT REG. NO. 15151
EXPIRES 12/31/2024

REGISTERED PROFESSIONAL TRANSPORTATION ENGINEER
VERMONT REG. NO. 16161
EXPIRES 12/31/2024

REGISTERED PROFESSIONAL ENVIRONMENTAL ENGINEER
VERMONT REG. NO. 17171
EXPIRES 12/31/2024

REGISTERED PROFESSIONAL SAFETY ENGINEER
VERMONT REG. NO. 18181
EXPIRES 12/31/2024

REGISTERED PROFESSIONAL FIRE ENGINEER
VERMONT REG. NO. 19191
EXPIRES 12/31/2024

REGISTERED PROFESSIONAL POLICE ENGINEER
VERMONT REG. NO. 20201
EXPIRES 12/31/2024

REGISTERED PROFESSIONAL CORRECTIONAL ENGINEER
VERMONT REG. NO. 21211
EXPIRES 12/31/2024

REGISTERED PROFESSIONAL JAIL ENGINEER
VERMONT REG. NO. 22221
EXPIRES 12/31/2024

REGISTERED PROFESSIONAL PRISON ENGINEER
VERMONT REG. NO. 23231
EXPIRES 12/31/2024

REGISTERED PROFESSIONAL MENTAL HEALTH ENGINEER
VERMONT REG. NO. 24241
EXPIRES 12/31/2024

REGISTERED PROFESSIONAL SOCIAL WORKER
VERMONT REG. NO. 25251
EXPIRES 12/31/2024

REGISTERED PROFESSIONAL COUNSELOR
VERMONT REG. NO. 26261
EXPIRES 12/31/2024

REGISTERED PROFESSIONAL PSYCHOLOGIST
VERMONT REG. NO. 27271
EXPIRES 12/31/2024

REGISTERED PROFESSIONAL EDUCATIONAL LEADER
VERMONT REG. NO. 28281
EXPIRES 12/31/2024

REGISTERED PROFESSIONAL ADMINISTRATIVE SERVICES MANAGER
VERMONT REG. NO. 29291
EXPIRES 12/31/2024

REGISTERED PROFESSIONAL HUMAN RESOURCES MANAGER
VERMONT REG. NO. 30301
EXPIRES 12/31/2024

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VERMONT REG. NO. 31311
EXPIRES 12/31/2024

REGISTERED PROFESSIONAL OPERATIONS MANAGER
VERMONT REG. NO. 32321
EXPIRES 12/31/2024

REGISTERED PROFESSIONAL PROJECT MANAGER
VERMONT REG. NO. 33331
EXPIRES 12/31/2024

REGISTERED PROFESSIONAL PROGRAM MANAGER
VERMONT REG. NO. 34341
EXPIRES 12/31/2024

REGISTERED PROFESSIONAL QUALITY MANAGER
VERMONT REG. NO. 35351
EXPIRES 12/31/2024

REGISTERED PROFESSIONAL RISK MANAGER
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EXPIRES 12/31/2024

REGISTERED PROFESSIONAL SUPPLY CHAIN MANAGER
VERMONT REG. NO. 37371
EXPIRES 12/31/2024

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VERMONT REG. NO. 38381
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VERMONT REG. NO. 45451
EXPIRES 12/31/2024

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EXPIRES 12/31/2024

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EXPIRES 12/31/2024

REGISTERED PROFESSIONAL TOURS MANAGER
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EXPIRES 12/31/2024

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VERMONT REG. NO. 53531
EXPIRES 12/31/2024

REGISTERED PROFESSIONAL BAR MANAGER
VERMONT REG. NO. 54541
EXPIRES 12/31/2024

REGISTERED PROFESSIONAL NIGHTCLUB MANAGER
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REGISTERED PROFESSIONAL CASINO MANAGER
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REGISTERED PROFESSIONAL GAMING MANAGER
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VERMONT REG. NO. 73731
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VERMONT REG. NO. 74741
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REGISTERED PROFESSIONAL SALES RESEARCH RESEARCH RESEARCH MANAGER
VERMONT REG. NO. 95951
EXPIRES 12/31/2024

REGISTERED PROFESSIONAL MARKETING RESEARCH RESEARCH

4-22-2016

SUBDIVISION AGREEMENT

THIS SUBDIVISION AGREEMENT ("Agreement") is made this ____ day of _____, 2016 ("Effective Date"), by and among CLEARWATER FALLS, LLC a Nebraska limited liability company ("DEVELOPER"), SANITARY AND IMPROVEMENT DISTRICT NO. 296 OF SARPY COUNTY, NEBRASKA, a Nebraska political subdivision ("DISTRICT"), and THE CITY OF BELLEVUE, a municipal corporation of the first class ("CITY").

WITNESSETH:

WHEREAS, DEVELOPER is owner of the real property situated within the Development Area (as defined in Section 1); and

WHEREAS, DISTRICT and DEVELOPER desire to construct, install and locate certain improvements within the Development Area; and

WHEREAS, the Development Area is outside the incorporated limits of the CITY but within the CITY's zoning and platting jurisdiction thereby necessitating CITY's review and approval of the desired improvements.

NOW, THEREFORE, in consideration of the premises, the PARTIES agree as follows:

SECTION 1

DEFINITIONS

For the purpose of this Agreement, unless the context otherwise requires, the following words and phrases shall have the following meanings:

(a) "Benefited Property" shall mean any parcel or lot within the Development Area which, as of the Effective Date, may actually be used as a buildable lot.

(b) "Cost" shall mean all construction costs, engineering fees, design fees, attorneys' fees, testing expenses, publication costs, financing costs (which shall include all fiscal agent's warrant fees and bond fees, and interest on warrants to date of levy of special assessments), the administrative costs incurred by DISTRICT by application of Section 5(c) and all other related or miscellaneous costs or expenses directly incurred by DEVELOPER or DISTRICT in connection with Public Improvements.

(c) "Dedicated Street(s)" shall mean those concrete or paved area(s), including curbing, to be constructed, modified or improved within that portion of the Development Area designated as Dedicated Street right-of-way on Exhibit B.

(d) "Development Area" shall mean the real property situated within the area identified or depicted on Exhibit A.

(e) "General Obligation" shall mean any indebtedness for Public Improvements which is not required by law or this Agreement to be specially assessed against Benefited Property.

4-22-2016

(f) "Party" shall mean CITY, DEVELOPER or DISTRICT, individually, and "Parties" shall mean the CITY, DEVELOPER and DISTRICT, collectively.

(h) "Plat" shall mean the Final Plat of Cedar Grove Lots 76 thru 133, inclusive and Outlot "E" approved by the City Council for the CITY on _____, 2016, subject to any conditions expressly provided for at such time or in this Agreement.

(i) "Public Improvements" shall mean:

(i) All Dedicated Streets (including that portion of any "T" intersection abutting any buildable lot or parcel and Street Intersections) identified on Exhibit B.

(ii) All concrete sidewalks to be constructed, modified or improved along any Dedicated Streets and lying within the boundaries of any Dedicated Street right-of-way.

(iii) All Dedicated Street signage required by, and meeting the standards of, the "Manual of Uniform Traffic Control Devices" but only if first approved in writing by the CITY's Public Works Department and only if located at a Street Intersection.

(iv) All "Wastewater Sewers" constructed within the Development Area as identified in the sanitary sewer layout (Exhibit C) prepared by E & A Consulting Group ("Engineer"). Wastewater Sewers shall include all necessary sanitary and wastewater sewer mains, manholes, lines, pipes, lift stations and related appurtenances.

(v) All "Storm Sewers" to be constructed in the Development Area identified on the storm sewer plan (Exhibit B-1) prepared by the Engineer, including all necessary storm sewers, inlets, manholes, lines, pipes and related appurtenances.

(vi) The "Water Distribution System" to be constructed and installed by Metropolitan Utilities District within the boundaries of any Dedicated Street right-of-way within the Development Area or other areas specifically approved by the CITY.

(vii) The "Gas Distribution System" to be constructed and installed by Metropolitan Utilities District within any Dedicated Street right-of-way within the Development Area or other areas specifically approved by the CITY.

(viii) The "Lighting System" for any Dedicated Streets to be constructed and installed by the Omaha Public Power District within the boundaries of any Dedicated Street right-of-way within the Development Area, including any decorative, ornamental or other lighting not conforming to CITY standards but which has been specifically approved by the CITY.

(ix) The "Electrical Power Service" to be constructed and installed by the Omaha Public Power District within the boundaries of any Dedicated Street right-of-way within the Development Area. The Electrical Power Service shall include all

electrical utility lines and other devices, other than the Lighting System, so constructed and installed for the benefit of the Development Area.

(x) Those islands and traffic calming devices within the Dedicated Streets and identified on the paving plan attached as Exhibit B-2.

(j) "Sewer System" shall mean, collectively, all sewer systems within the DISTRICT and the Development Area, and shall also include all existing wastewater systems, Wastewater Sewers, existing storm sewer systems, the Storm Sewers and existing sanitary sewer systems located within the DISTRICT or the Development Area.

(k) "Street Improvements" shall mean those Public Improvements described in Sections 1(i)(i), (ii), (iii), (viii), and (ix) other than the Street Intersections.

(l) "Street Intersections" shall mean those portions of the Dedicated Streets (other than that portion of any "T" intersection abutting any buildable lot or parcel) designated as intersections on Exhibit B.

(m) "Weeds" shall include, but not be limited to, bindweed (*Convolvus arvensis*), puncture vine (*Tribulus terrestris*), leafy spurge (*Euphorbia esula*), Canada thistle (*Cirsium arvense*), perennial peppergrass (*Lepidium draba*), Russian knapweed (*Centuarea pieris*), Johnson grass (*Sorghum halepense*), nodding or musk thistle, quack grass (*Agropyron repens*), perennial sow thistle (*Sonchus arvensis*), horse nettle (*Solanum carolinense*), bull thistle (*Cirsium lanceolatum*), buckthorn (*Rhamnus*) (toun), hemp plant (*Cannabis sativa*), and ragweed (*Ambrosiaceae*).

(n) "Urban Design Standards" shall mean public concrete streets of various width and thicknesses including curbs, guttering, and related storm sewer systems, meeting the design, surface and other specifications of CITY, the plans for which shall be first approved by CITY in accordance with Section 2(b)(i).

SECTION 2

AUTHORITY AND DOCUMENTATION

(a) The DISTRICT and the DEVELOPER shall cause all Public Improvements to be constructed and installed in accordance with the terms and conditions of this Agreement.

(b) Subject to the remaining terms and conditions of this Agreement, CITY hereby approves construction and installation of the Public Improvements substantially in accordance with the Plat; provided, however, that at least thirty (30) working days before commencing any work in connection with the Public Improvements, the DISTRICT and DEVELOPER shall first:

(i) Deliver to the appropriate department(s) of the CITY duly executed copies of any agreement(s) for work required for, or otherwise entered into, in connection with the Public Improvements, and all plans for the manner and means of any additional connections required by or for the Wastewater Sewers or Storm Sewers. The specifications and technical terms of all such agreements and plans shall be

4-22-2016

subject to review and approval of CITY. All agreements and plans shall require the timely and orderly engineering, design, procurement, construction, installation and testing of Public Improvements and that all work therefore shall be performed in a good and workmanlike manner, using quality materials, in accordance with industry standards, in compliance with all applicable laws, rules, regulations, standards and specifications of any governmental agency with jurisdiction over any such work or over the Public Improvements and as otherwise may be reasonably required by the CITY. All such agreements shall require the contractor to procure and maintain throughout the term of any such agreement, policies of insurance as follows: (1) workers' compensation insurance and employer's liability insurance in the statutory amount; (2) commercial general liability insurance covering bodily injury, including death, and property damage coverage; (3) broad form contractual liability coverage for all obligations and liabilities undertaken by the agreement and product and completed operations; (4) comprehensive automobile liability and coverage providing bodily injury and property damage coverage covering all motor vehicles including hired and non-owned autos as well as mobile equipment to the extent that may be excluded from the general liability insurance. All such insurance shall have a combined single limit of at least \$1,000,000 per person, and an aggregate limit of at least \$2,000,000 per occurrence; umbrella liability coverage for all of the above with policy limits of \$2,000,000. The CITY and DISTRICT shall be named additional insured for purposes of all policies. Certificates of insurance shall be presented to the CITY upon request. No policy of insurance shall be cancelable, except upon thirty (30) days notice to CITY and DISTRICT. All insurance shall be procured from and maintained by a reputable and financially responsible insurance company authorized to transact business in the State of Nebraska. The CITY shall endeavor to review and approve or require modification to any such agreement within fifteen (15) working days after delivery; provided, however, that unless the CITY notifies the DISTRICT of its objection to any such agreement at least seven (7) working days prior to the date scheduled for commencement of such work, the CITY shall be deemed to have approved such agreement.

(ii) Deliver to the Finance Director of the CITY duly executed copies of any written agreement(s) between the DISTRICT and its fiscal agent for the placement of the warrants or bonds of the DISTRICT used for the payment of the Costs of the Public Improvements.

(iii) Deliver to the Public Works Director of the CITY duly executed copies of an agreement between the DISTRICT and the City of Omaha for wastewater treatment for any wastewater or sewage flowing out of the Development Area.

(iv) Deliver to the Public Works Director of the CITY copies of all performance, labor and material payment or other bonds required by law or the Public Works Director.

(c) At least thirty (30) working days prior to any meeting of the Board of Trustees for the DISTRICT when the Board will consider the levy of special assessments in connection with Public Improvements, the DISTRICT and DEVELOPER shall deliver to the CITY:

4-22-2016

(i) A full and detailed statement of the Cost of each Public Improvement, which statement or statements shall separately identify and itemize:

1. The amount and date paid to each contractor, together with releases, lien waivers and other documentation necessary to show that all obligations of the DISTRICT in connection with the Public Improvements have been discharged; and
2. All other direct or indirect Costs of the DISTRICT or any other person which have been or will be expended or otherwise incurred in connection with the Public Improvement including, but not limited to, all engineering fees, attorneys' fees, testing expenses, publication costs, and financing costs including, but not limited to, interest on all warrants to date of levy of special assessments.

(ii) A detailed schedule of each proposed special assessment together with the amount of any General Obligation incurred or to be paid by the DISTRICT for the Public Improvement;

(iii) A plat of all real property to be assessed; and

(iv) Information as may be necessary to evidence that the Public Improvement has been completed in compliance with all applicable laws, rules, regulations, standards and specifications of any governmental agency with jurisdiction over any such work or the Public Improvements and as otherwise has been required by the CITY together with any other information reasonably requested by the CITY.

(d) The DISTRICT shall also provide the Finance Director of the CITY with at least thirty (30) days prior written notice of any meeting whenever the issues of levying special assessments or equalizing or apportioning any debt in connection with the Public Improvements are being considered or discussed by any political or governmental body or agency of competent jurisdiction.

SECTION 3

COSTS OF PUBLIC IMPROVEMENTS

(a) The Costs of Public Improvements shall be paid for by the DISTRICT but shall be defrayed as required by law. All such Costs, other than General Obligations, shall be privately financed or specially assessed against Benefitted Property on an equitable basis.

(i) If not previously paid for, all special assessments for Public Improvements shall be assessed pursuant to applicable provisions of Nebraska Revised Statutes Chapter 31, as amended from time to time, and DISTRICT shall take all necessary actions to see that such assessments are paid in the manner and time required by Chapter 31.

(ii) The DEVELOPER and DISTRICT shall, upon request of the CITY, evidence to the CITY's satisfaction that any lot or parcel to be assessed is a

buildable lot. If any lot, parcel, or other area within the Development Area is not a buildable lot for any reason whatsoever, (e.g. by reason of sufficient size, dimensions, easements or similar burdens or for any other reason), then such lot or parcel shall not be considered to be Benefited Property and no portion of the Cost of the Public Improvements shall be levied against such lot or parcel.

(b) The following Costs of Public Improvements shall constitute General Obligations to the extent permitted by law:

(i) The Cost of any extra width paving for any Dedicated Streets exceeding twenty-five feet (25').

(ii) The Cost of Street Intersections.

(iii) The Cost of the original street signs for Dedicated Streets, other than the Cost of any decorative, ornamental or other signs not conforming to the "Manual of Uniform Traffic Control Devices" which (and notwithstanding any provision in Section 3(b) to the contrary) shall be the obligation of the DEVELOPER to be paid for at the time of installation.

(iv) The Cost of the Lighting System, other than the Cost of any decorative, ornamental or other Dedicated Street, Street Intersection or other lighting not conforming to CITY standards which (and notwithstanding any provision in Section 3(b) to the contrary) shall be the obligation of the DEVELOPER to be paid for at the time of installation.

(v) The Cost of Storm Sewers.

(vi) The difference in Cost between piping eight inches (8") in diameter and the size actually required for piping for the Wastewater Sewers, if greater than eight inches (8") in diameter.

(vii) The Cost of any outfall line of the Wastewater Sewers which is designed to serve a drainage area beyond the Development Area, but only if actually constructed and installed outside of the Development Area.

(viii) Charges paid to connect the DISTRICT's Wastewater Sewer System (but not merely the Wastewater Sewers) to another sanitary and improvement district.

(ix) The Cost of any sewage treatment plant or lift station for the Wastewater Sewers which is designed to serve the entire DISTRICT.

(x) The Cost of that portion of the Water Distribution System which is designed to benefit areas of the DISTRICT beyond the Development Area.

(xi) The Cost of that portion of the Gas Distribution System which is designed to benefit areas of the DISTRICT beyond the Development Area.

4-22-2016

- (xii) The Cost of the installation of Electrical Power Service other than that portion of the Cost equal to the estimated refundable charge from Omaha Public Power District (which shall be a General Obligation; provided that the refund to the DISTRICT shall be credited to the Bond Construction Account of the DISTRICT) shall be specially assessed against the Benefited Property.
- (xiii) The Cost of the acquisition and installation of Recreational Facilities in accordance with the Park Plan, subject to the restrictions and limitations of Section 7-23 of the Subdivision Regulations and also any park development fees paid to the City of Bellevue.
- (xiv) Payments for previous improvements made to 48th Street.
- (xv) The Cost of installation of any additional improvements to 48th Street including lane widening, left turn lanes, deceleration lanes, and traffic signalization and pedestrian trails.
- (xvi) The cost of culverts or channel improvements necessary to improve the drainage characteristics of the Development Area and/or downstream areas.
- (xvii) The cost of construction of permanent detention basin improvements and post construction stormwater management facilities.
- (xviii) No more than 30% of the City of Bellevue plan review fees.
- (xix) Traffic calming devises including speed tables or speed bumps.
- (xx) The cost sediment removal from permanent detention basins during infrastructure construction.
- (xxi) The cost of land acquisition for Outlot "E", Post Construction Stormwater Management Facility.
- (xxii) The cost of the concrete trail / sidewalk along Birchwood Drive.

(c) Notwithstanding any provisions in Subsection 3(a)(i) related to DEVELOPER's payment obligations in connection with special assessments, to the extent the Water Distribution System or Gas Distribution System is financed in accordance with MUD policies, the payment of special assessments for such Public Improvements shall be undertaken in accordance with such policies.

SECTION 4

REPRESENTATIONS

- (a) DEVELOPER covenants and represents to the CITY as follows:

(i) DEVELOPER is the owner of record of the Development Area and has full right and authority to make decisions affecting the Development Area and to enter into this Agreement.

(ii) DEVELOPER is duly organized, validly existing and in good standing under the laws of the State of Nebraska and is currently authorized to do business in the State of Nebraska.

(iii) DEVELOPER has full power and authority to enter into, deliver and perform its obligations under this Agreement and each of the documents related thereto.

(iv) DEVELOPER has taken all necessary action to authorize DEVELOPER's execution, and delivery of, and its performance under, this Agreement and as such, this Agreement constitutes DEVELOPER's valid and binding obligation, enforceable against DEVELOPER in accordance with its terms.

(v) No consent, order, authorization, waiver, approval or any other action, or registration, declaration or filing with any person, board or body, public or private is required to be obtained by the DEVELOPER in connection with the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated thereby, except as may be described or contemplated by this Agreement.

(vi) DEVELOPER shall cause all Public Improvements to be constructed and installed in accordance with the terms and conditions of this Agreement.

(vii) DEVELOPER shall take all steps reasonably necessary to cause all phases of the Public Improvements to be constructed and installed by the DISTRICT no later than July 1, 2017. To the extent not provided by the DISTRICT, DEVELOPER shall provide CITY with quarterly progress reports during the redevelopment and allow CITY reasonable access to any relevant financial or other records pertaining to the Public Improvements.

(viii) INTENTIONALLY LEFT BLANK

(ix) INTENTIONALLY LEFT BLANK.

(x) DEVELOPER shall comply with (i) the terms of this Agreement and (ii) the provisions of any agreement submitted to the CITY pursuant to this Agreement, which agreements shall not be amended or assigned without prior written approval of the CITY.

(xi) DEVELOPER shall not permit any private wastewater/sewage disposal systems to be constructed, installed or used on, under or in the vicinity of the Development Area, except as permitted by this Agreement.

(xii) DEVELOPER shall not permit any discharge into the Wastewater/Sewage System to be constructed, installed or used on, under or in the vicinity of the

Development Area, in violation of an applicable law, ordinance, statute, rule or regulation.

(xiii) DEVELOPER has not employed or retained any company or person, other than a bona fide employee of DEVELOPER to solicit or secure this Agreement and has not paid or agreed to pay any entity or person other than a bona fide employee working for the DEVELOPER any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement.

(xiv) All documents, contracts and instruments submitted to CITY now, or at any time in the future, or otherwise entered into by or on behalf of DEVELOPER shall in all material respects be fully authorized, and in all material respects shall be valid, binding and enforceable in accordance with their terms.

(b) DISTRICT covenants and represents as follows:

(i) It is duly organized, is in good standing and is currently authorized to do business in the State of Nebraska; that this Agreement and the Interlocal Agreement has been duly executed and constitutes its valid and binding obligation, each enforceable in accordance with their respective terms.

(ii) No consent, order, authorization, waiver, approval or any other action, or registration, declaration or filing with any person, board or body, public or private is required to be obtained by the DISTRICT in connection with the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated thereby, except as may be described or contemplated by this Agreement.

(iii) It shall abide and be bound by the terms of this Agreement and the provisions of any agreement submitted to the CITY pursuant to this Agreement, which agreements shall not be amended or assigned without written approval of the CITY.

(iv) The performance of DISTRICT contemplated by this Agreement is within its lawful power and authority and has been duly authorized under, pursuant to and in accordance with its constituent documents and the laws of the State of Nebraska. The DISTRICT shall not incur any General Obligation other than those expressly contemplated by this Agreement for, or in connection with, Public Improvements for any purpose without prior approval from the CITY which may be withheld in the absolute discretion of the CITY.

(v) It shall not permit any private wastewater/sewage disposal systems to be constructed, installed or used in the Development Area.

(vi) It shall not permit any discharge into the Sewer System in violation of an applicable law, ordinance, statute, rule or regulation.

(vii) To maintain all Public Improvements in a good and functional state of repair.

(viii) DISTRICT shall cause CITY to be named as an additional insured under any policy of insurance, including all payment and performance bonds obtained by DEVELOPER (whether or not required by this Agreement) or any other person, including DISTRICT and Sarpy County, in connection with the construction or operation of the Public Improvements.

(ix) Other than DISTRICT's Agreement with its fiscal agent or this Agreement, there are no agreements to which DISTRICT is a party or by which DISTRICT is bound concerning the construction or installation, or the repair, replacement or maintenance of any of the Public Improvements. DISTRICT shall not modify any such agreement nor otherwise undertake or assume any such obligation or liability therefor without the express prior written approval of the Bellevue City Council, which approval may be withheld in its absolute discretion.

(x) DISTRICT shall not issue any debt, bonds, warrants or enter into any other form of financing arrangement in furtherance of any other improvement lying, in whole or in part, outside the boundaries of the DISTRICT, without first obtaining an unqualified favorable opinion from competent bond counsel of DISTRICT's choice, including, among other appropriate matters, that such financing is within its lawful power and authority and has been duly authorized under, pursuant to, and in accordance with its constituent documents and the laws of the State of Nebraska. Such opinion shall be made to those parties deemed appropriate by DISTRICT and to the City of Bellevue, its elected officials and officers.

(xi) DISTRICT shall contribute \$21,509 to the Park Development Fund. Calculated as 25.3 acres x \$850 per acre.

(c) DISTRICT and DEVELOPER acknowledge that the CITY makes no representation or warranty as to the validity or effect of (i) any expenditure, bond or indebtedness contemplated to be incurred by DISTRICT or DEVELOPER in furtherance of this Agreement, the Interlocal Agreement or otherwise to be incurred or actually incurred by DISTRICT in furtherance of the Public Improvements, (ii) CITY's approval of the plat or this Agreement, (iii) any future act of CITY in respect to DISTRICT or DEVELOPER's performance, under the Agreement or otherwise, in developing the Development Area; provided further that to the extent CITY has, or may, undertake any act in respect to any of the foregoing now or at a time in the future, both DISTRICT and DEVELOPER are proceeding at their own risk. The DEVELOPER and DISTRICT do hereby waive and release the CITY from any right, remedy or recourse against it or its elected officials, officers and employees in connection with any provision of this Agreement; provided, however, that such waiver shall not be construed to preclude DISTRICT from enforcing CITY's performance obligations in this Agreement.

SECTION 5 OTHER OBLIGATIONS

(a) DEVELOPER shall undertake such acts, responsibilities and obligations as may be necessary or appropriate to prevent and control any adverse impact on any real estate or property beyond the Development Area directly or indirectly caused by, or attributable or related to construction and installation of the Public Improvements. Such acts shall include seeding the Development Area disturbed by grading operations, construction of temporary terraces on slopes,

temporary silting basins, swales and spillways, and other acts which may be necessary to prevent erosion, damage and sedimentation to adjacent properties and public rights-of-way.

(b) Following the construction and installation of such Public Improvements, the DISTRICT shall pay for the Cost of (i) maintaining street signs, other than decorative, ornamental or other signs not conforming to the "Manual of Uniform Traffic Control Devices" (which shall be the sole obligation of the owner of the real estate and not the DISTRICT) and (ii) for monthly charges paid to Omaha Public Power District for the Lighting System for Dedicated Streets out of the operating fund of the DISTRICT, to the extent permitted by law:

(c) DISTRICT shall pay to the CITY \$ 9,308.00 (1% of the estimated public improvement costs) concurrent with the CITY's approval of the plans and specifications for the Public Improvements, as reimbursement for any costs incurred by the CITY for review of this Agreement and all actions undertaken by the CITY in connection with the adoption of this Agreement and the development contemplated thereby; provided, however, DISTRICT shall not be permitted by any provision of Section 3 to generally obligate, in the aggregate, an amount exceeding thirty percent (30%) of the fee paid pursuant to this Section 5(c).

(d) DEVELOPER shall comply with all applicable state statutes and CITY ordinances. DEVELOPER shall further adopt such regulations so as to require strict compliance by the owner, agent, occupant, or any person acquiring possession, charge or control of any lot or ground within the Development Area, or any part of any lot within the Development Area with the following:

(i) All state statutes and CITY ordinances, including Nebraska Revised Statute Section 16-230 and CITY ordinances enacted pursuant thereto.

(ii) That all such persons cut and clear any part of any lot within the Development Area in its possession, charge or control of all weeds, grass and worthless vegetation which has reached a height of twelve inches (12") or more.

(iii) That such weeds, grass and worthless vegetation be cut as close to ground level as possible and be maintained so that at any time the same does not exceed twelve inches (12") or more above the ground.

(iv) That the cuttings be raked and removed from such premises.

(v) That if any such person fails to comply with these requirements, DEVELOPER shall cause such weeds, grass and worthless vegetation to be cut and assess the costs thereof upon the owner of the affected real estate.

(vi) The name and telephone number of the person designated by the DISTRICT or the DEVELOPER to be contacted in the event that such violation occurs, with such name and telephone number being kept current at all times.

SECTION 6 USE OF SEWER SYSTEM

(a) DISTRICT shall connect its Sewer System to the wastewater sewer systems operated by the CITY pursuant to plans approved by CITY. Additional connections necessary for the Wastewater Sewers or Storm Sewers, or otherwise required by the Public Improvements shall be made in such a manner and by such means as shall be approved by the CITY.

(b) In no event shall the DISTRICT permit any person (i) to connect to or otherwise use the Sewer System; (ii) to connect any part of the Sewer System to any other sewer system (including to the CITY's sewer system or to any outfall sewer or any wastewater or sewage treatment plant lying within the zoning jurisdiction of the CITY), except as may be currently existing (and then only to the extent as may be currently existing) or as may be specifically permitted by this Agreement or the subsequent express written consent of the CITY; or (iii) to make or allow any unlawful or improper discharge into the CITY's sewer system.

(c) At the request of the CITY the DISTRICT shall permit any person to connect to the Sewer System unless then prohibited by the City of Omaha, provided, however, that the DISTRICT shall use reasonable efforts to obtain consent from the City of Omaha for such purposes. Except as provided in Section 6(d), the DISTRICT shall not be required to permit such connection except upon the payment of a duly levied connection fee calculated after giving due consideration to the Costs, maintenance and other investment of the DISTRICT to date in the Sewer System (including a proportionate share of any unrecovered costs, plus accrued interest) and additional design, engineering or maintenance costs, for the outfall line. Such proportionate share shall be determined on a pro rata basis of the contributing design flows to the total outfall design flow, which flows and fees shall be reviewed and approved by the CITY prior to levying said fees.

(d) Notwithstanding any provision in Section 6(c), the DISTRICT shall not charge the CITY nor the owner of such real estate nor place any lien or encumbrance upon any real estate for any connections permitted by CITY to, or any persons use of, the Sewer System as may be necessary in order to permit the discharge of wastewater, sewage or storm water from any areas within the then incorporated limits of the CITY for which the CITY shall, nevertheless, have the right to collect its own fees and charges.

(e) No Sewer System, or connection thereto, allowable pursuant to this Section 6 shall be made unless an appropriate permit is first issued by and obtained from the CITY. The construction, installation and other work related to such connection or Sewer System shall be made in compliance with applicable engineering, design, construction, installation and testing rules, regulations, standards, laws and specifications of any governmental agency with jurisdiction over any such work and as otherwise may be reasonably required by the CITY.

(f) Notwithstanding any other provision of this Agreement, the CITY retains the right to immediately require the DISTRICT to disconnect the Sewer System from the CITY's sewer system or to disconnect any user from the Sewer System for any discharge in violation of any rules, regulations, standards, laws and specifications of any governmental agency with jurisdiction over the same or as may otherwise be prohibited by the CITY.

SECTION 7 MISCELLANEOUS

(a) TERMINATION OF AGREEMENT.

(i) This Agreement shall not be terminated except (1) by the written agreement among DEVELOPER, DISTRICT and CITY; (2) by CITY for any

material breach or default by any other PARTY which remains uncured thirty (30) days following notice to the respective PARTY specifying such breach or default ("Notice to Cure"), to be effective as of the date specified in a written Notice of Termination provided, however, that no such Notice to Cure shall be required whenever the breach or default shall recur within 180 days of a Notice to Cure, in which event termination shall be effective as of the date specified in a written Notice of Termination; or (3) upon annexation of the DISTRICT by CITY. No termination shall relieve the DISTRICT or the DEVELOPER of any unperformed obligation required as of the effective date of termination nor any liability which may have then accrued, each of which shall survive such termination.

(ii) The provisions of this Section 7 shall survive the expiration or termination of this Agreement.

(b) INDEMNITY. DEVELOPER shall defend, indemnify and hold CITY, its officers, elected officials, employees, agents and assigns harmless from and against any and all third party or CITY claims, judgments, actions, loss, liability, damage or injury of any nature whatsoever, whether under theory of tort, contract or otherwise ("Damages"), which may arise or result from, out of or in connection with (i) any material misrepresentation made by DISTRICT or DEVELOPER in this Agreement, (ii) any breach of any representation or covenant made by DEVELOPER or DISTRICT in this Agreement, (iii) any negligent or other act, error or omission of DEVELOPER or DISTRICT (including any of their respective employees, agents, contractors, subcontractors or other representatives) in furtherance of this Agreement or any other agreement contemplated by this Agreement to be entered into by DEVELOPER or DISTRICT, including the failure to perform or properly perform as may be so required, and (iv) any default in or breach of any provision of this Agreement, including any obligation or responsibility of DEVELOPER or DISTRICT in this Agreement. Notwithstanding the preceding sentence, DEVELOPER's indemnity and related obligations under (ii), (iii) and (iv) thereof in respect to Damages related to DISTRICT's conduct shall apply only in the event that the occurrence giving rise to such obligation shall occur during any period that DEVELOPER, its officers, directors or affiliates shall have, in the aggregate, sufficient voting power to elect a majority of DISTRICT's Board of Trustees; otherwise, between DEVELOPER and DISTRICT, DISTRICT shall be responsible and liable for any such indemnity or related obligation in respect to such Damages, to the extent the same shall arise from, out of, or in connection with DISTRICT's conduct.

(c) ASSIGNMENT. Neither this Agreement nor any obligations hereunder shall be assigned without the express written consent of CITY which may be withheld in CITY's sole discretion.

(d) WAIVER. A waiver by any Party of any default, breach or failure of another shall not be construed as a continuing waiver of the same or of any subsequent or different default, breach or failure.

(e) GOVERNING LAW. This Agreement shall be governed exclusively by its provisions and by the laws of the State of Nebraska except to the extent such provisions may be superseded by applicable federal law regulation, in which case the latter shall apply.

(f) ENTIRE AGREEMENT.

(i) This Agreement, and the Exhibits and documents referenced in this Agreement (which are intended to be and hereby are specifically made a part of this Agreement whether or not so stated) express the entire understanding and all

agreements of the PARTIES. Specifically, this Agreement supersedes any prior written or oral agreement or understanding between any of the PARTIES, whether individually or collectively concerning the subject matter hereof.

(ii) This Agreement may be modified only by a written agreement, executed by all PARTIES; provided that the PARTIES agree, without cost to the CITY, to conform this Agreement and all performance obligations hereunder to the requirements of any applicable laws, rules, regulations, standards and specifications of any governmental agency with jurisdiction over any such matter, including any amendment or change thereto.

(iii) This Agreement shall not be construed to be a joint venture or a lease among any of the Parties. Notwithstanding the preceding sentence, whenever any provision of this Agreement has reference to a performance obligation or requirement of the DISTRICT and the DEVELOPER, such performance obligation or requirement shall be the joint and several obligation or requirement of the DISTRICT and the DEVELOPER, whether or not so stated, unless otherwise specifically stated.

(g) NOTICES, CONSENTS AND APPROVAL. All payments, notices, statements, demands, requests, consents, approval, authorizations or other submissions required to be made by the PARTIES shall be in writing, whether or not so stated, and shall be deemed sufficient and served upon the other only if sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows [Editor's Note: Please update.]:

For DEVELOPER: Boyer Young Development
9805 Giles Road
LaVista, NE 68128

With Copy To: Mark Westergard, P.E.
10909 Mill Valley Road
Omaha, NE 68154

For DISTRICT: Larry Jobeun
11440 West Center Road
Omaha, NE 68144

For CITY: City Clerk
City of Bellevue
210 West Mission Avenue
Bellevue, Nebraska 68005
AND
Public Works Director
City of Bellevue
210 West Mission Avenue
Bellevue, Nebraska 68005

Such address may be changed from time to time by notice to all other PARTIES.

(h) NON-DISCRIMINATION. In performing under this Agreement, no PARTY shall discriminate against any persons on account of disability, race, national origin, sex, age, and

political or religious affiliations in violation of any applicable laws, rules and regulations of any governmental agency with jurisdiction over any such matter.

(i) MISCELLANEOUS. Unless otherwise specified, all references in this Agreement to Exhibits, numbered paragraphs or Sections shall mean those Exhibits attached to this Agreement, which are incorporated into this Agreement as if fully set out herein, and those numbered paragraphs and Sections of this Agreement.

IN WITNESS WHEREOF, the PARTIES have executed this Agreement as of the date and year first above written.

ATTEST:

CITY OF BELLEVUE

By _____

City Clerk

Mayor

Date

APPROVED AS TO FORM:

Attorney for City of Bellevue

ATTEST:

SANITARY & IMPROVEMENT DISTRICT
NO. 296 OF SARPY COUNTY, NEBRASKA

By: _____

Clerk

Chairman

Date

APPROVED AS TO FORM:

Attorney for Sanitary and Improvement
District No. 296 of Sarpy County, Nebraska

Clearwater Falls, LLC
A Nebraska limited liability company

By: Timothy Young, Managing Member

Date

APPROVED AS TO FORM:

Attorney for Developer



Account Number	Due Date	Total Amount Due
4857444200	May 24, 2016	\$587.69

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

Customer Name: SID 296 SARPY CO
Statement Date: May 4, 2016

Service Address	Rate	Billing Period		Usage		
		From	To	Kilowatt-hours used	Billing Demand/kW	Current Amount
4900 CLEARWATER DR, STLTS BELLEVUE NE	Street Light Method 94	N/A	N/A			\$543.06
5260 WATERFORD AVE CIR, LIFT STATION PAPILLION NE	General Service Non-Demand	4-1-16	5-2-16	256	kWh	\$40.85

Total Charges \$583.91 X3
 Previous Balance 3.78
 Total Amount Due \$587.69
 Late Payment Charge of \$23.35 applies after due date. 1,751.73
\$2,339.42

Please return this portion with payment

Watch for these warning signs to keep your air conditioning system working at its best. - See Outlets

Statement Date: May 4, 2016

Account Number	Due Date	Total Amount Due
4857444200	May 24, 2016	\$587.69

Late Payment Charge of \$23.35 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: (999) 999-9999

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



DOYLE & JOBUEN C/O FULLENKAMP
ATTN: LARRY JOBUEN
11400 W CENTER RD
OMAHA NE 68144

PO BOX 3995
OMAHA NE 68103-0995



01485744420040000005876900000061104201605243



Account Number	Due Date	Total Amount Due
4857444200	May 24, 2016	\$587.69

Customer Name: SID 296 SARPY CO
Statement Date: May 4, 2016

Billing Information for service address: 4900 CLEARWATER DR, STLTS BELLEVUE NE

Billing Period From 04-05-2016 To 05-04-2016 @29 Days

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate
SL81	\$449.28	\$1.68	\$475.76
SL94	\$63.64	\$0.15	\$67.30

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

Sales Tax	24.80
Sales Tax	3.51
Total Charges	\$543.06



Account Number	Due Date	Total Amount Due
4857444200	May 24, 2016	\$587.69

Customer Name: SID 296 SARPY CO
Statement Date: May 4, 2016

Billing Information for service address: 5260 WATERFORD AVE CIR, LIFT STATION PAPILLION NE

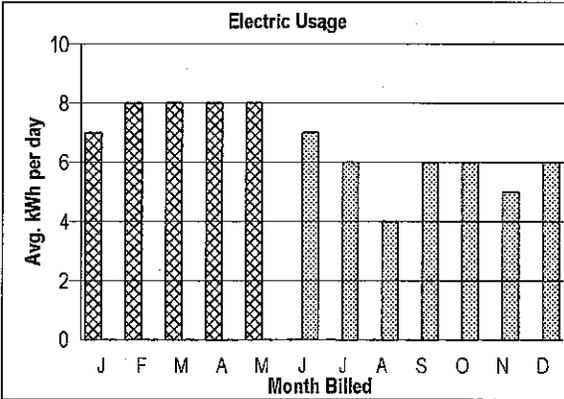
Rate	Billing Period		Meter Number	Meter Reading				Usage	
	From	To		Previous	Present	Difference	Multiplier	kWh	
General Service Non-Demand	4-1-16	5-2-16	2866436	2202	2458 Actual	256	1	kWh	256

Your Electric Usage Profile

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2016 ☒	31	256	8	65	44
2015 ☒	7	20	2	68	43

Basic Service	13.53
kWh Usage	24.78
Fuel And Purchased Power Adjustment	0.41
Sales Tax	2.13
Total Charges	\$40.85

Your average daily electric cost was: \$1.32





Account Number	Due Date	Total Amount Due
4857444200	Apr 25, 2016	\$3.78

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

Customer Name: SID 296 SARPY CO
Statement Date: April 5, 2016

Service Address	Rate	Billing Period		Usage		
		From	To	Kilowatt-hours used	Billing Demand/kW	Current Amount
4900 CLEARWATER DR, STLTS BELLEVUE NE	Street Light Method 94	N/A	N/A			\$543.52
5260 WATERFORD AVE CIR, LIFT STATION PAPHILLION NE	General Service Non-Demand	3-2-16	4-1-16	233	kWh	\$38.45

Total Charges \$581.97
 Previous Balance 578.19CR
 Total Amount Due \$3.78

Late Payment Charge of \$23.28 applies after due date.

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 5, 2016

Account Number	Due Date	Total Amount Due
4857444200	Apr 25, 2016	\$3.78

Late Payment Charge of \$23.28 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: (999) 999-9999

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

DOYLE & JOBUEN C/O FULLENKAMP
 ATTN: LARRY JOBUEN
 11400 W CENTER RD
 OMAHA NE 68144

PO BOX 3995
 OMAHA NE 68103-0995



01485744420040000000037800000002706201604252



Account Number	Due Date	Total Amount Due
4857444200	Apr 25, 2016	\$3.78

Customer Name: SID 296 SARPY CO
Statement Date: April 5, 2016

Billing Information for service address: 4900 CLEARWATER DR, STLTS BELLEVUE NE

Billing Period From 03-04-2016 To 04-05-2016 @32 Days

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate
SL61	\$449.28	\$2.08	\$476.18
SL94	\$63.64	\$0.19	\$67.34

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

Sales Tax	24.82
Sales Tax	3.51
Total Charges	\$543.52



Account Number	Due Date	Total Amount Due
4857444200	Apr 25, 2016	\$3.78

Customer Name: SID 296 SARPY CO
Statement Date: April 5, 2016

Billing Information for service address: 5260 WATERFORD AVE CIR, LIFT STATION PAPIILLION NE

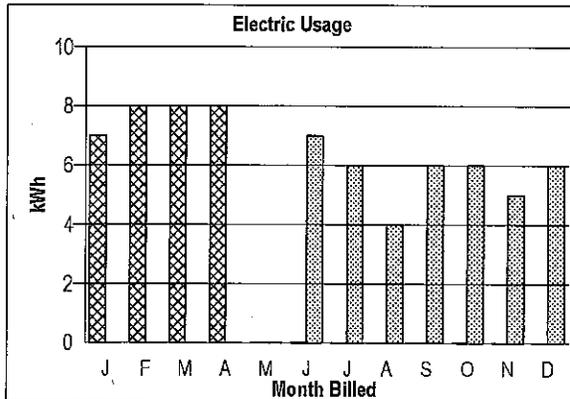
Rate	Billing Period		Meter Number	Meter Reading				Usage
	From	To		Previous	Present	Difference	Multiplier	
General Service Non-Demand	3-2-16	4-1-16	2866436	1969	2202 Actual	233	1	kWh 233

Your Electric Usage Profile

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2016 ☒	30	233	7	59	35
2015 ☒	0	0	0	0	0

Basic Service	13.53
kWh Usage	22.55
Fuel And Purchased Power Adjustment	0.37
Sales Tax	2.00
Total Charges	\$38.45

Your average daily electric cost was: \$1.28





Account Number	Due Date	Total Amount Due
4857444200	Mar 24, 2016	\$578.19CR

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

Customer Name: SID 296 SARPY CO
Statement Date: March 4, 2016

Service Address	Rate	Billing Period		Usage		
		From	To	Kilowatt-hours used	Billing Demand/kW	Current Amount
4900 CLEARWATER DR, STLTS BELLEVUE NE	Street Light Method 94	N/A	N/A			\$565.34
5260 WATERFORD AVE CIR, LIFT STATION PAPILLION NE	General Service Non-Demand	2-1-16	3-2-16	251	kWh	\$41.87

Deposit/Interest Applied	77.00CR
Total Charges	\$530.21
Previous Balance	2,227.93
Payments Received: 03/01/16	3,336.33CR
Total Amount Due	\$578.19CR

Please return this portion with payment

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

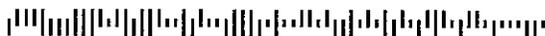
Statement Date: March 4, 2016

Account Number	Due Date	Total Amount Due
4857444200	Mar 24, 2016	\$578.19CR

No Payment Due

A current phone number on our record simplifies outage reporting. Your service address is identified by the phone number: (999) 999-9999

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



DOYLE & JOBUEN C/O FULLENKAMP
ATTN: LARRY JOBUEN
11400 W CENTER RD
OMAHA NE 68144

PO BOX 3995
OMAHA NE 68103-0995



01485744420040000005781900000060154201603246



Account Number	Due Date	Total Amount Due
4857444200	Mar 24, 2016	\$578.19CR

Customer Name: SID 296 SARPY CO
 Statement Date: March 4, 2016

Billing Information for service address: 4900 CLEARWATER DR, STLTS BELLEVUE NE

Billing Period From 02-04-2016 To 03-04-2016 @29 Days

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate
SL81	\$449.28	\$2.14	\$476.25
SL94	\$63.64	\$0.19	\$67.34

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

Sales Tax	24.83
Sales Tax	3.51
Late Payment Charge	19.06
Late Payment Charge	2.69

Total Charges \$565.34



Account Number	Due Date	Total Amount Due
4857444200	Mar 24, 2016	\$578.19CR

Customer Name: SID 296 SARPY CO
Statement Date: March 4, 2016

Billing Information for service address: 5260 WATERFORD AVE CIR, LIFT STATION PAPILLION NE

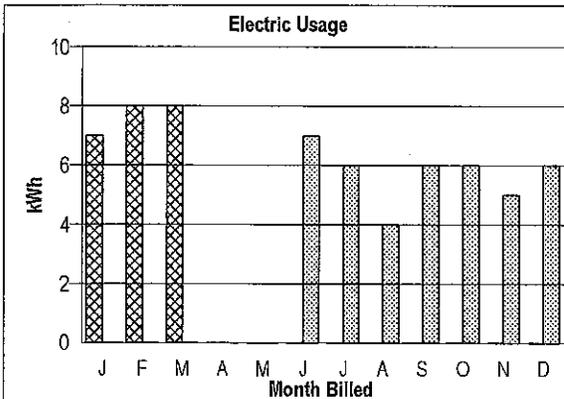
Rate	Billing Period		Meter Number	Meter Reading				Usage	
	From	To		Previous	Present	Difference	Multiplier	kWh	
General Service Non-Demand	2-1-16	3-2-16	2866436	1718	1969 Actual	251	1	kWh	251

Your Electric Usage Profile

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2016 ☒	30	251	8	43	24
2015 ☐	0	0	0	0	0

Basic Service	13.53
kWh Usage	24.30
Fuel And Purchased Power Adjustment	0.40
Sales Tax	2.10
Late Payment Charge	1.54
Total Charges	\$41.87

Your average daily electric cost was: \$1.34





Account Number	Due Date	Total Amount Due
4857444200	Feb 24, 2016	\$2,227.93

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

Customer Name: SID 296 SARPY CO
Statement Date: February 4, 2016

Service Address	Rate	Billing Period		Usage		
		From	To	Kilowatt-hours used	Billing Demand/kW	Current Amount
4900 CLEARWATER DR, STLTS BELLEVUE NE	Street Light Method 94	N/A	N/A			\$565.68
5260 WATERFORD AVE CIR, LIFT STATION PAPILLION NE	General Service Non-Demand	1-4-16	2-1-16	234	kWh	\$70.10

Total Charges \$635.78
 Deposit \$77.00
 Previous Balance 1,515.15
 Total Amount Due \$2,227.93

Late Payment Charge of \$23.29 applies after due date.

"A deposit is being assessed on your account due to a field collection call."

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 4, 2016

Account Number	Due Date	Total Amount Due
4857444200	Feb 24, 2016	\$2,227.93

Late Payment Charge of \$23.29 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: (999) 999-9999

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

DOYLE & JOBUEN C/O FULLENKAMP
 ATTN: LARRY JOBUEN
 11400 W CENTER RD
 OMAHA NE 68144

PO BOX 3995
 OMAHA NE 68103-0995



01485744420040000022279300000225122201602247



Account Number	Due Date	Total Amount Due
4857444200	Feb 24, 2016	\$2,227.93

Customer Name: SID 296 SARPY CO
 Statement Date: February 4, 2016

Billing Information for service address: 4900 CLEARWATER DR, STLTS BELLEVUE NE

Billing Period From 01-06-2016 To 02-04-2016 @29 Days

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate
SL61	\$449.28	\$2.37	\$476.49
SL94	\$63.64	\$0.22	\$67.37

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

Sales Tax	24.84
Sales Tax	3.51
Late Payment Charge	19.12
Late Payment Charge	2.70
Total Charges	\$565.68



Account Number	Due Date	Total Amount Due
4857444200	Feb 24, 2016	\$2,227.93

Customer Name: SID 296 SARPY CO
Statement Date: February 4, 2016

Billing Information for service address: 5260 WATERFORD AVE CIR, LIFT STATION PAPILLION NE

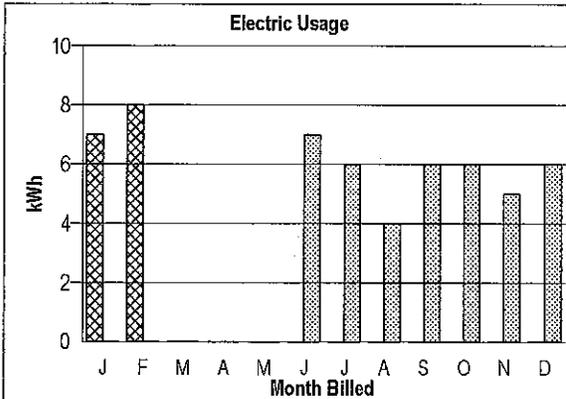
Rate	Billing Period		Meter Number	Meter Reading				Usage	
	From	To		Previous	Present	Difference	Multiplier	kWh	
General Service Non-Demand	1-4-16	2-1-16	2866436	1484	1718 Actual	234	1	kWh	234

Your Electric Usage Profile

Billing Period	Billing Days	kWh Use	Avg. kWh per day	Avg Temp	
				High	Low
2016 ☒	28	234	8	32	16
2015 ☑	0	0	0	0	0

Basic Service	13.53
kWh Usage	22.65
Fuel And Purchased Power Adjustment	0.37
Sales Tax	2.01
Field Collection Charge	30.00
Late Payment Charge	1.54
Total Charges	\$70.10

Your average daily electric cost was: \$1.38



Account Number	Due Date	Total Amount Due
4857444200	Feb 15, 2016	\$1,515.15

Statement Date: February 4, 2016

Account #: 4857444200

Service Location

5260 WATERFORD AVE
CIR, LIFT STATION

Service Location

4900 CLEARWATER DR, STLTS



City of Bellevue
Planning Department
1510 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3026

May 10, 2016

Boyer-Young Development
Attn: Tim Young
9719 Giles Road
LaVista, NE 68128

VIA EMAIL

RE: Cedar Grove Phase 2 Final Plat

Dear Mr. Young:

The following comments have been generated from review of your request to final plat Lots 76 through 133, and Outlot E, Cedar Grove. Please be aware more comments may follow pending further review:

1. Please email me a **Microsoft Word** version of the Amended Subdivision Agreement. I have attached a recent example of a Subdivision Agreement, as some of our requested language has changed. Please note the following:
 - a. The park development fee is now a developer's fee due prior to the filing of the final plat. The park development fee to be paid with this phase of the development is \$48,752.20. This amount represents the traditional park development fee of \$850/acre plus the additional contribution Boyer-Young agreed to for not meeting the minimum allotted park area requirements for this subdivision.
 - b. There is language regarding the timing of sidewalk construction.
2. Please provide an updated Source and Use of Funds if necessary. Per Section 9-2, City of Bellevue Subdivision Regulations, the Subdivision Plan Review fee is 1% of the total contracted costs for improvements in the subdivision. This amount should be reflected in the Amended Subdivision Agreement.

Please submit the requested information electronically to me at tammi.palm@bellevue.net by May 17, 2016, or these comments will be incorporated into our report for the May 26, 2016 Planning Commission meeting which may delay any action taken on this request.

If you have any questions regarding these comments please contact me at (402) 293-3038.

Sincerely,

Tammi L. Palm
Land Use Planner

cc: Mark Westergard, E & A Consulting Group, Inc.
Larry Jobeun
File

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

Sarpy County SID #296
 c/o Mr. Larry Jobeun, Attorney
 11440 West Center Road
 Omaha, NE 68144

April 27, 2016
 Project No: P2013.038.000
 Invoice No: 132162

Project P2013.038.000 296 - Cedar Grove - District Maintenance

Professional Services from March 7, 2016 to April 10, 2016

Phase 116 2016 District Maintenance

Task 010 As-Builts

Professional Personnel

	Hours	Rate	Amount	
Eng. Technician IV	5.50	88.00	484.00	
Eng. Technician III	9.00	77.00	693.00	
Totals	14.50		1,177.00	
Total Labor				1,177.00
				Total this Task \$1,177.00

Task 135 Diggers Hotline

Professional Personnel

	Hours	Rate	Amount	
Eng. Technician IV	2.00	88.00	176.00	
Const. Admin Tech II	1.50	80.00	120.00	
Const. Depart. Manager I	2.75	100.00	275.00	
SID Manager III	.50	100.00	50.00	
Totals	6.75		621.00	
Total Labor				621.00
				Total this Task \$621.00

Task 352 Meetings

Professional Personnel

	Hours	Rate	Amount	
Principal	.25	190.00	47.50	
Totals	.25		47.50	
Total Labor				47.50
				Total this Task \$47.50

Task 440 Repairs/Maintenance

Professional Personnel

	Hours	Rate	Amount	
Admin. Assistant III	1.10	78.00	85.80	
SID Manager VIII	1.00	160.00	160.00	
Totals	2.10		245.80	
Total Labor				245.80
				Total this Task \$245.80

Task 492 Sanitary Sewer Maintenance

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			54.00	
Total Units			54.00	54.00
				Total this Task \$54.00
				Total this Phase \$2,170.30

Phase 216 2016 Erosion & Sediment Control Inspecting/Reporting

Task 196 Erosion Control

Professional Personnel

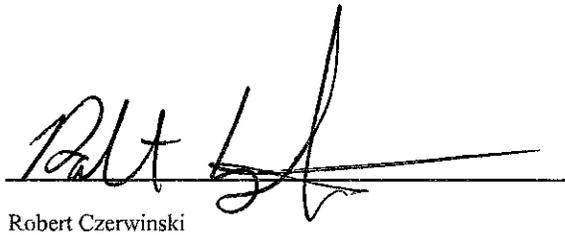
	Hours	Rate	Amount	
Environmental Specialist I	.25	70.00	17.50	
Environmental Specialist II	3.50	82.00	287.00	
Environmental Specialist VIII	2.50	155.00	387.50	
Totals	6.25		692.00	
Total Labor				692.00
				Total this Task \$692.00

Task 999 Expenses

Unit Billing

Mileage			16.74	
Total Units			16.74	16.74
				Total this Task \$16.74
				Total this Phase \$708.74
				Total this Invoice \$2,879.04

Approved:


Robert Czerwinski

Phonetics, Inc.
 d.b.a. SENSAPHONE®
 901 Tryens Rd · Aston, PA 19014
 610.558.2700 Fax: 610.558.0222

Renewal Notice

4/4/2016

Fullenkamp, Doyle & Jobeun
 Brianna Johnson
 c/o SID#296 of Sarpy Co., NE
 11440 W Center Rd
 Omaha, NE 68144

Date	Customer #	EUID	LOC	Customer PO Number	Tax ID #
4/4/2016	30956	758	PA	Wireless Subscription Renewal	87-0361597
Item Number	Description	Unit Serial Number	Unit Name / ID	Exp Date	Price
FGD-CELL1Y	CELL682 Subscription Rene	072014-003248		5/30/2016	\$240.00 USD
				Sale Amount	\$240.00 USD
				Sales Tax	\$0.00 USD
				Balance Due	\$240.00 USD

To make payment by credit card, call 610-558-2700.

To pay by check, make it payable to Sensaphone, Inc. in US dollars and mail it to:

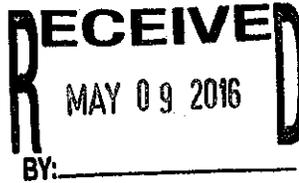
901 Tryens Road
 Aston, PA 19014

Please return one copy of this renewal notice with your payment to continue your subscription.

Contact Information Changes

Company _____
 Name: _____
 Address: _____
 Phone #: _____
 Email: _____

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



Invoice

Date: 5/3/2016
 Invoice #: 53125

Bill To
 Cedar Grove SID #296
 E & A Consulting Group
 330 North 117th St.
 Omaha, NE 68154

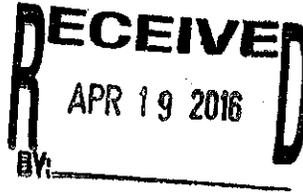
Terms
 Due Date
 5/3/2016

Quantity	Description	Rate	Amount
2	Perform mowing of ROW on 4/13/16 & 4/29/16	205.00	410.00
2	Trimming on 4/13/16 & 4/29/16	100.00	200.00
1	Furnish & apply pre-emergent herbicide on 4/2/16	200.00	200.00
1	Furnish & apply fertilizer on 4/2/16	200.00	200.00
1	Trash pick-up	50.00	50.00

Approved by E & A Consulting Group, Inc.
 Date: 5/12/16
 Initials: Rm
 SID No. 296
 Project No. 2013.038.000

THANK YOU FOR YOUR BUSINESS!

Total \$1,060.00



8535 Madison Street
Ralston, NE 68127

Office: (402)934-4439
Fax: (402)905-3607

INVOICE

Date: April 19, 2016

Invoice # 16296

Bill To: SID No. 296
C/O E & A Consulting Group
10909 Mill Valley Rd. Suite 100
Omaha, NE 68154
Phone: (402) 895-4700
Fax: (402) 895-3599

Project Street Sweeping # 7

NL & L Concrete Inc. is requesting payment in the amount of \$350.00 for the following work.

ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
13	Spring Street Sweeping April 2016 SID 296	1	1.0	\$350.00	\$350.00

Amount Due: \$350.00 ✓

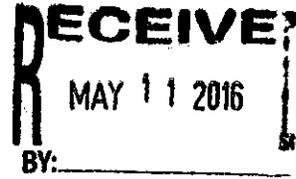
Respectfully Submitted,
John Navarro

Approved by E & A Consulting Group, Inc.	
Date:	4/27/16
Initials:	RJA
SID No.	296
Project No.	2013.038.000

Roth Enterprises Inc
 11903 South 132nd Street
 Omaha, NE 68138
 402-306-8719

Invoice

Bill To:
Cedar Grove S.I.&D. #296 (2AJ)
% E & A Consulting Group
330 North 117th Street
Omaha, NE 68154



Date	Invoice No.	Project
04/29/16	307	Add Rip Rap to outfall

Date	Item	Description	Quantity	Rate	Amount
05/07/16	Hauling	Add Rip Rap to outfall	5	51.64	258.20
				Total	\$258.20

Approved by E & A Consulting Group, Inc.
Date: <u>5/12/16</u>
Initials: <u>AV</u>
SID No. <u>296</u>
Project No. <u>2013.038.000</u>

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

Sarpy County SID #296
 c/o Mr. Larry Jobeun, Attorney
 11440 West Center Road
 Omaha, NE 68144

April 30, 2016
 Project No: P2013.038.001
 Invoice No: 132274

Project P2013.038.001 Cedar Grove - Subdivision Development

Professional Services from March 14, 2016 to April 17, 2016

Phase 201 Sanitary Sewer, Storm Sewer, and Paving Systems - Section II DESIGN

Task 390 Paving Design

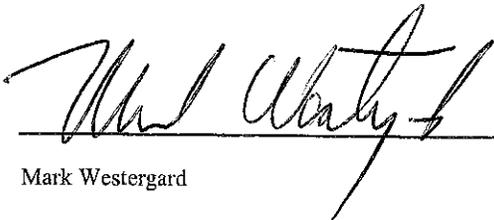
Fee

Estimated Construction Cost	860,000.00
Fee Percentage	8.00
Total Fee	68,800.00

Percent Complete	75.00	Total Earned	51,600.00
		Previous Fee Billing	0.00
		Current Fee Billing	51,600.00
		Total Fee	51,600.00

Total this Task	\$51,600.00
Total this Phase	\$51,600.00
Total this Invoice	\$51,600.00

Approved:



 Mark Westergard

CITY OF BELLEVUE

STATEMENT

TO
 SID #296
 c/o Larry Jobeun
 11440 West Dodge Rd, Suite 100
 Omaha, NE 68154

STATEMENT NUMBER 1
 STATEMENT DATE 4/14/2016
 ACCOUNT NUMBER Cedar Grove
 AMOUNT DUE \$7,878.00
 PAYMENT DUE DATE Upon Receipt

DATE	DESCRIPTION	CHARGES	CREDIT	BALANCE
		BALANCE FORWARD:		
4/14/2016	Subdivision Review Fee for SID # 296 Cedar Grove	\$7,878.00		\$7,878.00
				\$7,878.00

MAKE ALL CHECKS PAYABLE TO
 City of Bellevue
 1510 Wall Street
 Bellevue, NE 68005

ADDRESS QUESTIONS TO
 Tammi Palm
 (402) 293-3038



E & A CONSULTING GROUP, INC.

Engineering Answers

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154-3950

P 402.895.4700 • F 402.895.3599

www.eacg.com

May 24, 2016

Board of Trustees
Sanitary and Improvement District No. 296 Sarpy Co.
% Mr. Larry Jobeun, Atty
11440 West Center Road
Omaha, NE 68144

RE: Pay Estimate No. 1-REVISED - Cedar Grove
48th Street Sidewalk
B&W Co., Inc.
E & A #2013.038.001

Board Members:

We certify that to the best of our knowledge, B&W Co., Inc., has satisfactorily completed the below-itemized quantities of work under their construction contract for 48th Sidewalk improvements, and we recommend payment to them in the amount shown:

<u>BID</u>	<u>DESCRIPTION</u>	<u>BID</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>AMOUNT</u>
<u>ITEM NO</u>		<u>QUANTITY</u>	<u>TO DATE</u>	<u>UNIT</u>	<u>PRICE</u>	<u>AMOUNT</u>
1.	EARTHWORK (COMMON EXCAVATION)	100.00	100.00	CY	87.00	8,700.00
2.	CONSTRUCT 8" P.C.C. SIDEWALK	393.00	290.00	SF	16.00	4,640.00
3.	CONSTRUCT 4" P.C.C. SIDEWALK	7,105.00	4,511.58	SF	4.00	18,046.30
4.	2' X 2' DETECTABLE WARNING SUFACE	40.00	40.00	SF	89.00	3,560.00
5.	SEED AND MAT DISTURBED AREAS, TYPE "A" MIX	700.00	0.00	SY	7.71	0.00
TOTAL AMOUNT EARNED TO DATE						\$34,946.30
PREVIOUSLY PAID						\$0.00
0% RETAINED						\$0.00
AMOUNT DUE CONTRACTOR, EST. #1						\$34,946.30

We certify that to the best of our knowledge, the above quantities are correct and the amount of is due B&W Co., Inc. \$34,946.30

Very truly yours

E & A CONSULTING GROUP

Mark Westergard, P.E.

cc: B&W



City of Bellevue
Public Works Administration
1510 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3025

May 18, 2016

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

RE: SID No. 296, Cedar Grove
48th Street Sidewalk/Trail

Dear Mr. Kopocis:

The plans that were received in our office appear to have been designed in accordance with the City of Bellevue's current technical criteria and in accordance with good engineering practices for such a project. Therefore, the plans are approved subject to the following:

1. The City of Bellevue be sent a copy of all tests for the following:
 - a) Backfill densities.
 - b) Video tape of the sanitary sewers.
 - c) Televised report of the sanitary sewers.
2. Upon completion of the project, the City of Bellevue will be provided a reproducible copy of the "As-Built" plans and certification from a licensed engineer that the improvements have been installed in accordance with the approved plans.

If you have any questions, please feel free to contact me at (402) 293-3144.

Sincerely,

Dean A. Dunn, P.E.
Manager of Engineering Services

DAD/ke

Mailing Address: 210 West Mission Avenue • Bellevue, Nebraska 68005



AFFIDAVIT OF PUBLICATION

STATE OF NEBRASKA }
 } SS.
County of Sarpy }

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

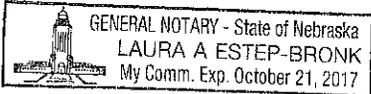
Wednesday, May 18, 2016 Bellevue Leader

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

Shon Barenklau OR Ron Petak
Publisher Executive Editor

Today's Date May 18 2016
Signed in my presence and sworn to before me:

Notary Public



Printer's Fee \$ 10.25
Customer Number: 40972
Order Number: 0001949732

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

NOTICE OF MEETING

SANITARY AND IMPROVEMENT
DISTRICT NO. 296
OF SARPY COUNTY, NEBRASKA

NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 296 of Sarpy County will be held at 9719 Giles Road, La Vista, Nebraska 68128, on May 28, 2016, at 3:00 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 the payment of bills and other business of the District.

1949732; 5/18 Mark Boyer, Clerk

AGENDA

Sanitary and Improvement District No. 296 of Sarpy County, Nebraska; Meeting to be held May 24, 2016, held at 3:00 p.m. at 9719 Giles Road, La Vista, Nebraska.

1. Present Nebraska Open Meetings Act.

2. In re: Phase II:

- Amendations - Bellevue*
- need*
- a. Present Underwriting Agreement by and between the District and D.A. Davidson & Co.; vote on and approve the same; Chairman to executed on behalf of the District;
 - b. Present Resolution of Necessity for the District to enter into a Subdivision Agreement with Clearwater Falls, LLC ("Developer") and the City of Bellevue, for the payment of Community Parks Fees and Administrative Fees, and the development criteria for Phase II; order hearing to be held and required publications;
 - i. Letter from Bellevue Planning Department in re: Final Plat review, review fees, etc.;
 - c. Present Resolution of Necessity for the Sanitary Sewer, Storm Sewer and Paving System – Section II; order hearing to be held and required publications.

3. 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 to signage and street lighting (acct. no. 4857444200). | \$2,339.42 |
| b) | E & A Consulting Group for engineering services relating to general maintenance of the District (No. 132162). | \$2,879.04 |
| c) | Phonetics, Inc. d/b/a Sensaphone for renewal for cell service to lift station. | \$ 240.00 |
| d) | Centennial Enterprises, Inc. for mowing, pre-emergent fertilizer application, trash pick-up, etc. (#53125). | \$1,060.00 |
| e) | NL&L Concrete, Inc. for spring street cleaning (#16296). | \$ 350.00 |
| f) | Roth Enterprises, Inc. for addition of rip-rap to outfall sewer in-let as directed (No. 307). | \$ 258.20 |
| g) | Municipal Capital Advisors, LLC for municipal advisory fees on General Fund warrants issued at this meeting (1%). | \$ 71.27 |
| h) | D.A. Davidson & Co. for underwriting services relating to General Fund warrants issued at this meeting (3%). | \$ 213.80 |

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

- a) E & A Consulting Group, Inc. for engineering and design services in re: Phase II (No. 132274). \$51,600.00
- b) City of Bellevue for re-issue of Administrative Review fees (less the Parks Fees) for Phase I of District. \$7,878.00
- c) ^{B&W} Clearwater Falls, LLC for reimbursement on invoices paid to ~~Roll Enterprises, Inc.~~ for excavation, landscaping and inland construction in re: the 48th Street Sidewalk project. \$34,946.30
- d) Fullenkamp, Doyle & Jobeun for legal services rendered in connection With item c) hereinabove (5%). \$1,747.32
- e) Municipal Capital Advisors, LLC for municipal advisory fees on ~~General Fund~~ warrants issued at this meeting (1%). \$ 961.72
- f) D.A. Davidson & Co. for underwriting services relating to ~~General Fund~~ warrants issued at this meeting (3%). \$2,885.15

5. Any and all business before the Board as deemed necessary.

Construction

Send warrants to
John ~~PAK~~ Kueh,
~~WESTERNGP~~