

CERTIFICATE

The undersigned hereby certify that they are the Chairperson and Clerk of Sanitary and Improvement District Number 301 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.

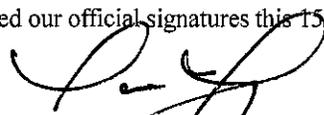
3. All of the subjects addressed at the Meeting were contained in the agenda for the Meeting, which agenda was kept continually current and readily available for public inspection at the address listed in the meeting notice for the Meeting and a copy of which is attached to this Certificate; such subjects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

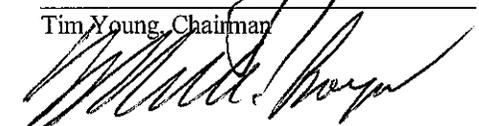
5. The minutes of the Meeting were in written form and available for public inspection within ten (10) working days after the Meeting or prior to the next convened meeting, whichever occurred earlier, at the office of the District; within thirty (30) days after the date of the Meeting, a copy of the 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 15th day of July, 2016.



Tim Young, Chairman



Mark Boyer, Clerk

MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES OF SANITARY AND IMPROVEMENT DISTRICT NO. 301 OF SARPY COUNTY, NEBRASKA HELD AT 10:00 a.m. ON JULY 15, 2016 AT 9719 GILES ROAD, LA VISTA, NEBRASKA

The meeting of the Board of Trustees of Sanitary and Improvement District No. 301 of Sarpy County, Nebraska was convened in open and public session at 10:00 a.m. on July 15, 2016 at 9719 Giles Road, La Vista, Nebraska, 68128.

The attorney for the District then publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was available for review and indicated the location of such copy in the room where said meeting was held.

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

Notice of the meeting was given in advance thereof by publication in The Papillion Times on June 29 and July 6, 2016, a copy of the Proof of Publication being attached to these minutes. Notice of the meeting was simultaneously given to all members of the Board of Trustees and a copy of their Acknowledgement of Receipt of Notice is attached to these minutes. Availability of the agenda was communicated in the published notice and in the notice of the Trustees of this meeting. All proceedings of the Board were taken while the convened meeting was open to the attendance of the public.

The Clerk then certified that notice of this meeting had been given to the City of Papillion Clerk, Sarpy County, Nebraska, at least seven (7) days prior to the time set by the Board of Trustees for this meeting and filed his Certificate to that effect, said Certificate being attached to these minutes and made part hereof by this reference.

Next, the Trustees Timothy Young, Mark Boyer and Denny VanMoorlegem then voted "aye" and passed and unanimously adopted the proposed Resolution of Advisability and Necessity, being the same Resolution adopted in form at the meeting of the Board of Trustees held on June 20, 2016, which Resolution is set forth in full in the Proof of Publication attached hereto; the Trustees then passed the following resolution:

BE IT RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 301 Sarpy County, Nebraska that the Resolution of Necessity for the District to enter into a Interlocal Cooperation Agreement with the City of Papillion and Sarpy County, Nebraska for the construction of the 108th Street Improvements, be and hereby is approved as proposed at the meeting of the Board of Trustees held on June 20, 2016.

The Chairman then presented the Interlocal Cooperation Agreement by and between the District and Sarpy County (the "County") and the City of Papillion (the "City"), said agreement outlining the installation, maintenance and timeframe (as outlined on Exhibits "B" and "D" appended thereto) for the construction of the Turkey Road to 111th Street Improvements, with payment due to the City and/or County in accordance with Exhibit "E" attached thereto. Then, upon a motion that was duly introduced, seconded and upon a roll call vote of "aye" by the Trustees Timothy Young, Mark Boyer and Denny VanMoorleghem, the following resolutions were unanimously adopted:

RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 301 of Sarpy County, Nebraska that the hearing on the proposed Resolution of Advisability and Necessity for the District to enter into an Interlocal Cooperation Agreement with Sarpy County and the City of Papillion for the 111th to Turkey Road (Schram Road) Improvements, shall be held at 10:00 a.m. on August 5, 2016, at 9719 Giles Road, La Vista, Nebraska, at which time owners of the property within the District who might become subject to assessment for the improvements contemplated by the proposed Resolution of Necessity may appear and make objections to the proposed improvements and if a petition opposing the proposed Resolution of Advisability and Necessity, signed by property owners representing a majority of the front footage which might become subject to assessments for the cost of said improvements, as set out in the Resolution, as filed with the Clerk of the District within three days before the date set for hearing on such Resolution, such Resolution shall not be passed.

BE IT FURTHER RESOLVED that the notice of said hearing shall be given by publication in The Papillion Times, a legal newspaper of Sarpy County, Nebraska for two consecutive weeks on July 20 and 27, 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 (7) days prior to

said hearing to the City Clerk of Papillion, Nebraska and the Sarpy County Clerk, as required by §31-727.02 R.R.S.

The publication for the Notice to Contractors relating to the Pavement Markings, Outlot Sidewalks and Curb Ramps – 2016 project was then presented, the same having been published in the Papillion Times on June 8, 15, and 22, 2016 and attached hereto.

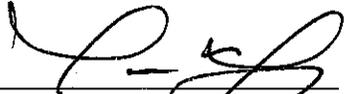
The Clerk then presented the list of bids and bidders for the construction of the Pavement Markings, Outlot Sidewalks and Curb Ramps – 2016, said bids having been received on June 30, 2016, and presented together with a letter of recommendation of the engineers for the District, and the Clerk was directed to attach a copy of the letter of recommendation together with a copy of the bid tabulations to these minutes and labeled Exhibit “A”. After reviewing the letter of recommendation submitted by the engineers and determining that each of the bids was accompanied by the required bid bond and/or certified check, contract and maintenance bond in the amount of 100% of the contract price, it was determined that the recommendation of the engineers was that the bid of B&W Co., Inc., the low bidder in the amount of \$124,352.15, be accepted. After discussion, the following resolution was then duly made, seconded and upon a roll call vote of “aye” by the Trustees was duly adopted:

BE IT RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 301 of Sarpy County, Nebraska that the bid of B&W Co., Inc., for the construction of the Pavement Markings, Outlot Sidewalks and Curb Ramps – 2016, in the amount of \$124,352.15 be and hereby is accepted and that the Chairman and Clerk be and they hereby are authorized as directed to execute the contract submitted in connection with said bid on behalf of the District.

[Remainder of page intentionally left blank; signatures on following page]

**MINUTES SIGNATURE PAGE FROM THE MEETING OF SANITARY
AND IMPROVEMENT DISTRICT NO. 301 OF SARPY COUNTY,
NEBRASKA, HELD ON JULY 15, 2016**

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



Tim Young, Chairman



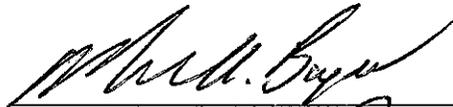
Mark Boyer, Clerk

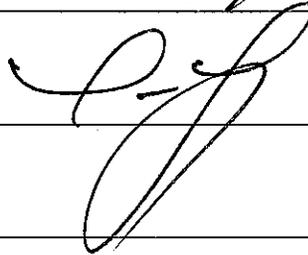
**ACKNOWLEDGMENT OF
RECEIPT OF NOTICE OF MEETING**

The undersigned Trustees of Sanitary and Improvement District No. 301 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 10:00 a.m. on July 15, 2016, at 9719 Giles Road, La Vista, Nebraska 68128, is kept continuously current at the office of the District's counsel located at 11440 W. Center Road, Omaha, Nebraska.

DATED this 15th day of July, 2016.







CERTIFICATE

The undersigned being Clerk of Sanitary and Improvement District No. 301 of Sarpy County, Nebraska hereby certifies that Notice of meeting of the Board of Trustees of said District held on July 15, 2016, was delivered via facsimile and/or electronic mail transmittal to the Sarpy County Clerk at least seven (7) days prior to the date of said meeting.

The undersigned further certifies that the agenda for the meeting of the Board of Trustees of said District was prepared and available for public inspection at the address designated in the notice of meeting given in advance thereof by publication in The Papillion Times on June 29 and July 6, 2016, and that no items were added to the agenda after the commencement of the meeting; and further, that the minutes for the meeting were available for public inspection within ten (10) days of the date of said meeting and that a copy of the minutes of this meeting were sent to the Sarpy County Clerk, Papillion, Nebraska within thirty (30) days from the date of this meeting.



Mark Boyer, Clerk

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

**SANITARY AND IMPROVEMENT DISTRICT NO. 301
OF SARPY COUNTY, NEBRASKA**

NOTICE

NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 301 of Sarpy County, Nebraska will be held at **10:00 A.M. on July 15, 2016 at 9719 Giles Road, La Vista, Nebraska**, which meeting will be open to the public. The agenda for such meeting, kept continuously current, is available for public inspection at 11440 West Center Road, Omaha, Nebraska and includes the payment of bills of the District and the consideration and passing or amending and passing the following Resolution, to-wit:

BE IT RESOLVED that the Board of Trustees of Sanitary and Improvement District No. 301 of Sarpy County, Nebraska find and determine that it is advisable and necessary for the District to enter into a Interlocal Cooperation Agreement with Sarpy County and the City of Papillion for the construction of the 108th Street improvements, which improvements shall be constructed in accordance with the following agreement:

INTERLOCAL COOPERATION AGREEMENT
(Southbrook 108th Street Improvements)

This Interlocal Cooperation Agreement is made and entered into as of the dates indicated at the signatures below by and among COUNTY OF SARPY, NEBRASKA (hereinafter referred to as "Sarpy County"), CITY OF PAPHILLION, NEBRASKA (hereinafter referred to as "City"), and SANITARY AND IMPROVEMENT DISTRICT NO. 301 OF SARPY COUNTY, NEBRASKA (hereinafter referred to as "SID NO. 301"). Sarpy County, City and SID NO. 301 are sometimes referred to individually, as a "Party," and collectively, as the "Parties".

PRELIMINARY STATEMENT

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

WHEREAS, City is a duly existing body corporate and politic in accordance with and by virtue of the laws of the State of Nebraska; and

WHEREAS, SID NO. 301 is a duly existing body corporate and politic in accordance with and under the laws of the State of Nebraska as more particularly set forth in Article 7 of Chapter 31 of the Revised Statutes of Nebraska, 1943, and any applicable amendments thereto, and a decree of the District Court of Sarpy County, Nebraska; and

WHEREAS, SID NO. 301 abuts 108th Street and is presently undertaking the development of the real property generally located on the west side of 108th Street and as legally described in Exhibit A, which the Parties intend to be platted and recorded as Lots 1 through 192 and Outlots A-F, Southbrook, a subdivision in Sarpy County, Nebraska (the "Subdivision"); and

WHEREAS, the Subdivision is within the extraterritorial zoning jurisdiction of City and City has the jurisdiction and control of 108th Street; and

WHEREAS, the Parties are desirous of making certain improvements to 108th Street; and

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

WHEREAS, it is in the Parties' best interests and would be mutually advantageous to improve 108th Street from approximately the northeastern corner of the Subdivision to Schram Road as depicted on Exhibit B, attached hereto and hereinafter referred to as the "Conceptual Site Plan," pursuant to this Agreement. The improvements may include, without limitation, design, plans, specifications, acquisition of additional right of way and easements, a change of grade, P.C. concrete pavement, relocation of utilities, installation of storm sewers and other drainage facilities, and other related improvements (hereinafter collectively referred to as the "Improvements"); and

WHEREAS, the estimated construction, engineering, and construction management costs are shown on Exhibit C, attached hereto and herein after referred to as the "Estimated Construction Costs".

NOW, THEREFORE, in consideration of, and based on the foregoing Preliminary Statement and the mutual promises and agreements set forth below, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

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

2. Plans and Design. City will contract with an engineering firm registered in the State of Nebraska (the "Engineering Contractor"), for the preparation of designs, plans, and specifications for the construction of the Improvements with City being the lead agency. As the Lead Agency, City shall have control and responsibility for the construction of the Improvements. The final designs, plans, and specifications for the Improvements shall be subject to approval by each Party, which approval shall not be unreasonably withheld, conditioned or delayed. Construction administration, construction management, staking and the public bidding of the Improvements shall be performed by City.

Land Acquisition and Utility Relocation. City shall be responsible for the acquisition of any necessary additional right-of-way and any easements located outside of the Subdivision that are required for the grading and construction of 108th Street. On behalf of City, SID NO. 301 shall be responsible for the acquisition of any necessary easements within the Subdivision. SID NO. 301 agrees to dedicate and/or to cause the developer of SID NO. 301 to dedicate, at no expense to City, any of the easements located within the Subdivision that are required for the Improvements. Such easement dedication shall not be withheld by SID NO. 301 or the developer of SID NO. 301 in order to gain any monetary or non-monetary concessions by City, including but not limited to, improvements to any trail, sidewalk, street, park or drainage system, a reduction in water or sewer rates, provision of additional services.

In the event City must initiate eminent domain proceedings to obtain any additional right-of-way or easements, the Parties agree to proportionally pay all costs for the right-of-way and/or easement acquisition, which includes, but is not limited to, litigation incurred by City in order to obtain a condemnation appraisal award from the Sarpy County Court, attorney's fees, appraiser's fees, expert's fees, and court costs. In the event the condemnee appeals such condemnation award, the Parties agree to proportionally pay all costs of such appeal to any court, including, but not limited to, the court's condemnation award, interest, expert's fees, appraisal fees, and court costs.

City shall also be responsible for the coordination of any utility relocation that may be necessary to perform the grading and construction of 108th Street in accordance with the Improvement Plan. Such related costs shall be proportionally split amongst the Parties.

3. Construction. Subject to the conditions and provisions hereinafter specified, City agrees to cause the Improvements to be constructed in accordance with the final plans and specifications approved by the Parties hereto in accordance with Section 2, above. During the course of the construction of the Improvements, City may at any time cause inspection of the work to insure compliance with the final plans and specifications. The Parties hereto agree that City will own, operate and, at its cost, maintain all of the Improvements constructed or installed within the right-of-way upon completion. City and County may provide for phasing of the construction of Improvements to maintain two lanes of traffic at all times. Phasing of construction of the Improvements under traffic shall be subject to approval by the Parties, which approval shall not be unreasonably withheld, conditioned, or delayed.

All construction work occasioned by this Agreement shall be awarded to the lowest responsible bidder pursuant to the formal bidding requirements in accordance with the laws of the State of Nebraska, the Papillion municipal code, and as thereafter approved by the Parties.

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

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

4. Improvements Cost Estimates. The estimated costs for the Improvements are set forth in Exhibit C. Prior to commencing construction of the Improvements, City will obtain a final cost estimate based on the final design plans. In the event that the actual low bid for the Improvements received by City is more than 120% of the Estimated Construction Costs, the Parties may reevaluate and review the proposed Improvements and perform a cost analysis on the Improvements.

5. Payment of Design and Construction Costs. All construction engineering, testing, related, and miscellaneous costs for the Improvements shall be paid for by the Parties in accordance with the allocation of estimated costs shown on Exhibit D, attached hereto and hereinafter referred to as the "Cost Allocation". Any costs for the Improvements exceeding the estimated construction costs shall be treated and proportionally paid the same as those costs depicted on the Cost Allocation exhibit, unless otherwise provided for herein. Proportionally paid shall mean each Party is responsible for one-third of the costs, unless otherwise provided herein. City shall invoice Sarpy County and SID NO. 301 for their respective share of the actual construction costs, which Sarpy County and SID NO. 301 shall pay within thirty (30) days after receipt of such invoice. The actual total costs of the Improvements shall include any engineering fees, publication costs, testing expenses, property acquisition, construction costs, materials, and related fees and expenses. The actual total costs shall be split proportionally among the Parties less any fiscal, legal, and interest fees incurred by SID NO. 301 to perform its obligations under this Agreement, which shall be the sole responsibility of SID NO. 301. The actual total costs of the Improvements shall not include any costs of financing or acquiring financing incurred by any Party.

City and Sarpy are willing to begin the process for the development of the Improvements, which includes the designs, plans and specifications for the Improvements, acquiring right-of-way and easements and bid letting; provided, however, in the event SID NO. 301 or the developer of SID NO. 301 abandons development plans, by written notice to City, and City has completed or is in the process of having designs, plans and/or specifications drawn up, acquiring right-of-way or easements, or performing any other necessary work prior to the completion of bid letting, SID 301 shall be solely responsible for the entirety of all such costs incurred by City. "Abandons development plans" shall be defined as SID NO. 301 or the developer of SID NO. 301 electing to no longer construct its primary development project or SID NO. 301's and/or the developer of SID NO. 301's failure to execute and record the final plat and enter into all of the necessary development agreements within one year of the execution of this Agreement.

In the event SID NO. 301 or the developer of SID NO. 301 abandons the development plans for the Subdivision or for the Improvements after City has

completed the bid awards for the Improvements, then City will promptly determine a reasonable and logical termination point for such construction (each a "Termination Point") and the applicable City General Contractor will complete construction to such Termination Point. City agrees to use good faith efforts to (i) establish a Termination Point that requires the least amount of additional construction as possible and (ii) cause the applicable City General Contractor to return any unused materials which are not required to complete construction to the Termination Point(s) and are allowed to be returned to the supplier for a refund for the same. The Parties agree to remain proportionally responsible for the costs of the Improvements. SID NO 301 and County agree to reimburse City for any restocking and/or shipping fees or other costs related to such returns. SID NO. 301 and County shall reimburse City for the construction costs within thirty (30) calendar days after receiving copies of the final pay request for the completion of construction to the Termination Point.

6. Timing of Work. It is the mutual desire and intention of the Parties that the Improvements shall be commenced as soon as practicable after the effective date of this Agreement. Accordingly, the Parties hereby agree to cooperate with each other and make reasonable, good faith efforts to perform their obligations hereunder in a timely manner.
7. Records. The Engineering Contractor, as agent for City, shall maintain records of all Construction Costs incurred by City in connection with the Improvements, and City shall have the right to audit and review such records at any time to assure that such records are accurate.
8. Duration. This Agreement shall continue until such time as the Improvements have been completed pursuant to this Agreement, unless this Agreement is terminated sooner by the written agreement of all Parties hereto.
9. Appointment of Administrators. City shall be the lead agency for this Agreement. City's Engineer shall administer this Agreement on behalf of City, E & A Consulting Group shall administer this Agreement on behalf of SID NO. 301, and the Sarpy County Engineer on behalf of Sarpy County.
10. Nondiscrimination Clause. In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1122, each Party agrees that it nor any of its subcontractors or agents shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.
11. Drug Free Policy. Each Party hereto represents and warrants to the other that it has established and maintains a drug free workplace policy.

12. Choice of Law. This Agreement shall be governed in all respects by the laws of the State of Nebraska and the venue for any litigation with respect hereto shall be in the courts of Sarpy County, Nebraska.
13. Entire Agreement. This instrument contains the entire agreement of the Parties and shall be binding upon the successors and assigns of the respective Parties. No amendments, deletions or additions shall be made to this Agreement except in writing signed by all Parties.
14. Severability. In the event any portion of this Agreement may be held invalid or unenforceable for any reason, it is agreed that any invalidity or unenforceability shall not affect the remainder of this Agreement and the remaining provisions shall remain in full force and effect, and any court of competent jurisdiction may so modify any objectionable provision of this Agreement so as to render it valid and enforceable.
15. New Employee Work Eligibility Status. The Parties agree to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Parties are required and hereby agree to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
16. Conflict of Interest. The Parties warrant to each other that they have not employed nor retained any company or person, other than a bona fide employee working solely for the Parties to this Agreement to solicit or secure this Agreement, and that they have not paid or agreed to pay any company or person other than a bona fide employee working solely for the Parties, any fee, commissions, percentage, brokerage fees, gifts or other consideration, contingent upon or resulting from the award or making of this contract.
17. Representations. Each Party hereto represents and warrants to the other that (i) it has all necessary right, power and authority to enter into this Agreement, and (ii) the execution and delivery of this Agreement and the performance and observance of all obligations and conditions to be performed or observed by such party have been duly authorized by all necessary action on behalf of such Party.
18. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one Agreement. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.

The outer boundaries of the area which may become subject to special assessments for said improvements are proposed to be the same as the outer boundaries of Sanitary and Improvement District No. 301 of Sarpy County, Nebraska.

Said agreement has been reviewed by E&A Consulting Group, engineers for the District and said engineers have filed with the Clerk of the District, prior to the first publication of this Resolution, an estimate of the total costs of said improvements, including engineering fees, legal fees, fiscal fees, interest and other miscellaneous costs, which estimate is in the sum of \$650,000.00

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

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

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

SANITARY AND IMPROVEMENT DISTRICT
NO. 301 OF SARPY COUNTY, NEBRASKA

Publication Dates:
June 29, 2016
July 6, 2016

By: Tim Young, Chairman
Mark Boyer, Clerk

AFFIDAVIT OF PUBLICATION

STATE OF NEBRASKA }
} SS.
County of Sarpy }

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

Wednesday, June 29, 2016 Papillion Times
Thereafter, Wednesday, July 6, 2016 Papillion Times

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

Handwritten signatures of Shon Barenklau and Ron Petak.

Shon Barenklau OR Ron Petak
Publisher Executive Editor

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

SANITARY AND IMPROVEMENT
DISTRICT NO. 301
OF SARPY COUNTY, NEBRASKA

NOTICE

NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 301 of Sarpy County, Nebraska will be held at 10:00 A.M. on July 15, 2016 at 9719 Giles Road, La Vista, Nebraska, which meeting will be open to the public. The agenda for such meeting, kept continuously current, is available for public inspection at 11440 West Center Road, Omaha, Nebraska and includes the payment of bills of the District and the consideration and passing or amending and passing the following Resolution, to-wit:

BE IT RESOLVED that the Board of Trustees of Sanitary and Improvement District No. 301 of Sarpy County, Nebraska find and determine that it is advisable and necessary for the District to enter into a Interlocal Cooperation Agreement with Sarpy County and the City of Papillion for the construction of the 108th Street improvements, which improvements shall be constructed in accordance with the following agreement:

INTERLOCAL COOPERATION AGREEMENT (Southbrook 108th Street Improvements)

The outer boundaries of the area which may become subject to special assessments for said improvements are proposed to be the same as the outer boundaries of Sanitary and Improvement District No. 301 of Sarpy County, Nebraska.

Said agreement has been reviewed by E&A Consulting Group, engineers for the District and said engineers have filed with the Clerk of the District, prior to the first publication of this Resolution, an estimate of the total costs of said improvements, including engineering fees, legal fees, fiscal fees, interest and other miscellaneous costs, which estimate is in the sum of \$650,000.00

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

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

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

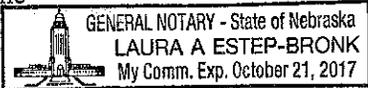
SANITARY AND IMPROVEMENT
DISTRICT NO. 301
OF SARPY COUNTY, NEBRASKA
By: Tim Young, Chairman
Mark Boyer, Clerk

1959488; 6/29, 7/6

Today's Date 7.6.16
Signed in my presence and sworn to before me:

Handwritten signature of Notary Public.

Notary Public



Printer's Fee \$ 76.23
Customer Number: 40972
Order Number: 0001959488

INTERLOCAL COOPERATION AGREEMENT FOR SCHRAM ROAD IMPROVEMENTS

(Approximately Turkey Road to 111th Street/Southbrook)

This Interlocal Cooperation Agreement for Schram Road Improvements is made and entered into as of the dates indicated at the signatures below by and among COUNTY OF SARPY, NEBRASKA (hereinafter referred to as "Sarpy County"), CITY OF PAPILLION, NEBRASKA (hereinafter referred to as the "City"), and SANITARY AND IMPROVEMENT DISTRICT NO. 301 OF SARPY COUNTY, NEBRASKA (hereinafter referred to as "SID NO. 301"). Sarpy County, the City and SID NO. 301 are sometimes referred to individually as a "Party" and collectively as the "Parties".

PRELIMINARY STATEMENT

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

WHEREAS, the City is a duly existing body, corporate and politic in accordance with and by virtue of the laws of the State of Nebraska; and,

WHEREAS, SID NO. 301 is a duly existing body corporate and politic in accordance with and under the laws of the State of Nebraska as more particularly set forth in Article 7 of Chapter 31 of the Revised Statutes of Nebraska, 1943, and any applicable amendments thereto, and a decree of the District Court of Sarpy County, Nebraska; and,

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

WHEREAS, SID NO. 301 abuts Schram Road and is presently undertaking the development of the real property generally located on the north side of Schram Road, west of 108th Street and as legally described in Exhibit A, platted and recorded, as Lots 1 through 196, inclusive, and Outlots A through F, inclusive, all in Southbrook, a subdivision in Sarpy County, Nebraska (hereinafter referred to as the "Subdivision"); and,

WHEREAS, the Subdivision is within the extraterritorial zoning jurisdiction of the City and Sarpy County has the jurisdiction and control of Schram Road. All Parties to this Agreement are desirous of making certain improvements to Schram Road; and,

WHEREAS, the Parties previously entered into an Interlocal Cooperation Agreement

which was signed and approved by the City on May 5, 2015, by Sarpy County on May 12, 2015 and by SID NO. 301 on May 12, 2015 (hereinafter Prior Interlocal Agreement) which outlined improvements to portions of Schram Road (from approximately Turkey Road to 111th Street) and the responsibilities and allocation of costs of said improvements; and,

WHEREAS, the Parties desire to rescind said Prior Interlocal Agreement and enter into this Interlocal Cooperation Agreement for the Schram Road Improvements described herein (hereinafter referred to as the "Agreement") in order to improve portions of Schram Road and allocate the costs associated therewith; and,

WHEREAS, pursuant to said Prior Interlocal Agreement, the City incurred some engineering costs related to the improvements to Schram Road and the Parties wish to acknowledge said incurred costs and allocate them pursuant to the cost allocation outlined under this Agreement; and,

WHEREAS, it is in the Parties' best interests and would be mutually advantageous to improve Schram Road from approximately the western boundary of the Subdivision to Turkey Road as depicted on Exhibit B attached hereto and hereinafter referred to as the "Conceptual Site Plan," pursuant to this Agreement. The improvements may include, without limitation, designs, plans, specifications, acquisition of additional right of way and easements, a change of grade, P.C. concrete pavement, relocation of utilities, installation of storm sewers and other drainage facilities, and other related improvements to include two (2) lanes of grading and drainage work and two (2) lanes of paving on Schram Road located generally from the western boundary of the Subdivision to tie into the existing pavement at the intersection of Schram Road and Turkey Road (hereinafter collectively referred to as the "Improvements"); and

WHEREAS, the estimated construction costs and the estimated engineering and construction management costs are shown on Exhibit C, attached hereto and hereinafter referred to as the "Estimated Construction Costs"; and,

WHEREAS, a map illustrating each Party's general area of financial responsibility for the Improvements along Schram is shown on Exhibit C-1, attached hereto and hereinafter referred to as "Cost Share Participation"; and,

NOW, THEREFORE, in consideration of, and based on the foregoing Preliminary Statement and the mutual promises and agreements set forth below, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. Rescind Prior Interlocal Agreement. The Parties hereby rescind the Prior Interlocal Agreement described above.
2. No Administrative Entity. There shall be no separate legal or administrative entity created to administer this Agreement and, therefore, no separate budget established for such an entity.

3. **Plans and Design.** City is the lead agency. City has already contracted with an engineering firm registered in the State of Nebraska (hereinafter referred to as the "Engineering Contractor"), for the preparation of designs, plans and specifications for the construction of the Improvements. Designs, plans, specifications, and construction of Improvements shall be consistent with standards typically used by Papillion. As the Lead Agency, City shall have control and responsibility for the construction of the Improvements. The final designs, plans, and specifications for the Improvements shall be subject to approval by each Party, which approval shall not be unreasonably withheld, conditioned or delayed. Construction administration, construction management, staking and the public bidding of the Improvements shall be performed by City.

4. **Land Acquisition and Utility Relocation.** City shall be responsible for the acquisition of any necessary additional right-of-way and any easements located outside of the Subdivision that are required for the grading and construction of Schram Road. If the final costs for right-of-ways or easements is more than 120% of the estimated right-of-way/easement costs as identified in the exhibits attached hereto, then prior to finalizing the land acquisition, City shall obtain Sarpy County's written approval for the increased right-of-way/easement acquisition cost. SID NO. 301 shall be responsible for the acquisition of any necessary easements within the Subdivision. SID NO. 301 agrees to dedicate and/or to cause the developer of SID NO. 301 to dedicate, at no expense to Sarpy County and City, any of the easements located within the Subdivision that are required for the Improvements. Said right-of-ways/easements shall be dedicated to the public. Such easement dedication shall not be withheld by SID NO. 301 or the developer of SID NO. 301 in order to gain any monetary or non-monetary concessions by City, including but not limited to, improvements to any trail, sidewalk, street, park or drainage system, a reduction in water or sewer rates, provision of additional services.
 - a. In the event City must initiate eminent domain proceedings to obtain any additional right-of-way or easements, the Parties agree to pay in the same proportion as the ROW and easement costs shown on Estimated Construction Costs and Exhibit D, attached hereto and hereinafter referred to as the "Estimated Allocation of Costs", all costs for the right-of-way and/or easement acquisition, which includes, but is not limited to, litigation incurred by Sarpy County or City in order to obtain a condemnation appraisal award from the Sarpy County Court, attorney's fees, appraiser's fees, expert's fees, and court costs. In the event the condemnee appeals such condemnation award, the Parties agree to proportionally pay all costs of such appeal to any court, including, but not limited to, the court's condemnation award, interest, expert's fees, appraisal fees, and court costs. City shall immediately notify Sarpy County of any eminent domain/condemnation or appeal proceedings related to land acquisition. City shall obtain Sarpy County's written approval for any settlement of any eminent domain/condemnation proceedings or appeal thereof.

- b. City shall also be responsible for the coordination of any utility relocation that may be necessary to perform the grading and construction of Schram Road in accordance with the Conceptual Site Plan. Such related costs shall be proportionally allocated amongst the Parties.
- 5. **Construction.** Subject to the conditions and provisions hereinafter specified, City agrees to cause the Improvements to be constructed in accordance with the final plans and specifications approved by the Parties hereto in accordance with Section 2, above. During the course of the construction of the Improvements set forth in the Conceptual Site Plan, County may at any time cause inspection of the work to insure compliance with the final plans and specifications. The Parties hereto agree that Sarpy County will own, operate and, at its cost, maintain all of the Improvements constructed or installed within the right-of-way upon expiration of the two (2) year period of guarantee referenced below or until such time as these obligations are passed to City or another entity by operation of law. City and County may provide for phasing of the construction of Improvements to maintain two lanes of traffic at all times. Phasing of construction of the Improvements under traffic shall be subject to approval by the Parties, which approval shall not be unreasonably withheld, conditioned, or delayed.
 - a. All construction work occasioned by this Agreement shall be performed by the contractors furnishing the lowest responsible bid in accordance with the laws of the State of Nebraska, the Papillion municipal code, and as thereafter approved by the Parties.
 - b. All contractors performing work on the Improvements pursuant to this Agreement shall furnish a performance bond to the Lead Agency, which shall remain in full force and effect until acceptance of the construction by the Lead Agency, and which, in part, shall provide for the good and faithful performance of the construction contract, plans and specifications by contractor, for compliance by contractor with all applicable laws, for payment of material, labor and rentals, and for the payment of the unemployment payment to the Department of Labor of the State of Nebraska as provided by law. Additionally, all contractors performing work in the Improvements discussed herein shall expressly guarantee the work and materials described herein for a full period of two (2) years from the acceptance of the construction by the Lead Agency. Further, Lead Agency shall require contractor to agree to correct and repair promptly during that two year period of guarantee all failures of any description and shall deliver the work or materials in all respects in good condition and repair.
 - c. All contracts with third parties pertaining to the construction of Improvements shall, in part, provide full and faithful adherence to the plans and specifications for the work, partial payments during construction based upon work completed and certified by the Lead Agency's engineers for final payment upon completion and certification by the Parties in accordance with this Agreement.

6. Improvements Cost Estimates. The estimated costs for the Improvements are set forth in the Estimated Construction Cost. Prior to commencing construction of the Improvements, City will obtain a final cost estimate based on the final design plans. In the event that the actual low bid for the Improvements received by City is more than 120% of the Estimated Construction Costs, the Parties may reevaluate and review the proposed Improvements and perform a cost analysis on the Improvements. Notwithstanding any other provision herein, if the actual low bid for the Improvements is more than 120% of the Estimated Construction Costs, no Party shall be required to contribute to, pay, or participate in the cost of the Improvements or any portion thereof without further written agreement.

7. Payment of Design and Construction Costs. All construction engineering, testing, related, and miscellaneous costs for the Improvements shall be paid for by the Parties in accordance with the allocation of estimated costs shown on Estimated Construction Costs, Cost Share Participation, and the Estimated Allocation of Costs. Any costs for the Improvements exceeding the estimated construction costs shall be treated in the same manner and paid in the same proportion as the costs depicted on the Cost Share Participation and the Estimated Allocation of Costs, unless otherwise provided for herein. City shall invoice Sarpy County and SID NO. 301 for their respective share of the Actual Total Costs, which Sarpy County and SID NO. 301 shall pay within thirty (30) days after receipt of such invoice. The Actual Total Costs of the Improvements shall include any design costs, engineering fees, publication costs, testing expenses, property acquisition, construction costs, materials, and related fees and expenses (collectively, referred to as "Actual Total Costs"). The Actual Total Costs shall be split proportionally among the Parties as shown on the Estimated Construction Costs, the Cost Share Participation, and the Estimated Allocation of Costs, less any fiscal, legal, and interest fees incurred by SID NO. 301 to perform its obligations under this Agreement, which shall be the sole responsibility of SID NO. 301. The Actual Total Costs of the Improvements shall not include any costs of financing or acquiring financing incurred by any Party.
 - a. SID NO. 301 shall be responsible for the Actual Total Costs of the Improvements, generally located adjacent to the Subdivision, estimated to be \$470,729.56.
 - b. City shall be responsible for the Actual Total Costs of the Improvements, generally located adjacent to Parcels 011583537 and 011281480 (as identified on the Cost Share Participation), and that portion of Schram Road which ties into the existing pavement at the intersection of Schram Road and Turkey Road, estimated to be \$243,722.63, which amount includes one hundred percent (100%) of the Actual Total Costs for the Enhancements discussed in section 7(g) herein.
 - c. Sarpy County shall be responsible for 50% of the Actual Total Costs of the Improvements generally located adjacent to Parcel 010526382 (as identified on the Cost Share Participation), estimated to be \$611,054.60, less any cost associated with the Enhancements discussed in section 7(g).

- d. Any Sanitary Improvement District, private developer, or other such entity developing Parcel 010526382 (as identified on the Cost Share Participation) or any portion of said parcel shall be identified herein as the Future North Developer. That remaining 50% of the Actual Total Costs of the Improvements, identified as the Future Developer North's costs as show on the Estimated Allocation of Costs, less any costs of the Enhancements discussed in section 7(g), generally located adjacent to Parcel 010526382 (as identified on the Cost Share Participation), shall be known as the Future North Developer's Cost Share. Sarpy County will initially pay for the Future North Developer's Cost Share estimated to be \$611,054.60. As a condition to City's approval of the future development of Parcel 010526382 (as identified on the Cost Share Participation), City shall require the Future North Developer, to reimburse Sarpy County for the Future North Developer's Cost Share initially paid for by Sarpy County, except as otherwise provided in section 7(e). Such reimbursement shall occur immediately after the City's approval of the final plat or prior to the issuance of a new single-family residential or commercial building permit if a final plat is not required. If the development of Parcel 010526382 (as identified on the Cost Share Participation), is being completed in phases, the City shall require the Future North Developer to reimburse Sarpy County in the same proportion as the phase(s)' percentage of the total development. The requirements under this section may be modified by mutual written agreement between the City and Sarpy County.
- e. Notwithstanding anything to the contrary within this Agreement or any exhibit attached hereto, if by July 19, 2021 Sarpy County has not been reimbursed for the entire amount of the Future North Developer's Cost Share, which was initially paid for by Sarpy County pursuant to this Agreement, City shall reimburse Sarpy County fifty percent (50%) of the amount paid by Sarpy County for the Future North Developer's Cost Share, estimated to be \$305,527.30. To the extent any or all of the Future North Developer's Cost Share has been paid by Future North Developer to Sarpy County prior to July 19, 2021, City shall be entitled to a credit of fifty percent (50%) of the amount paid. After July 19, 2021, County may invoice City for fifty percent (50%) of the Future North Developer's Cost Share that has not been reimbursed to Sarpy County, and City shall pay the same within thirty (30) days of such invoice.
- i. By way of example, the following scenarios illustrate the concept intent of the above provision:
- (i) Sarpy County has initially paid the Future North Developer's Cost Share in the sum of \$650,000. The Future North Developer fully developed Parcel 010526382 but was only able to reimburse Sarpy County \$550,000. Pursuant to the Agreement, City is required to pay 50% of the amount paid by Sarpy County

for the Future North Developer's Cost Share ($\$650,000/2 = \$325,000$) less 50% of the amount reimbursed by Future North Developer ($\$550,000/2 = \$275,000$); $\$325,000 - \$275,000 = \$50,000$. Thus, City is required to pay Sarpy County $\$50,000$.

(ii) Sarpy County has initially paid the Future North Developer's Cost Share in the sum of $\$650,000$. The Future North Developer has only partially developed Parcel 010526382 and was only able to reimburse Sarpy County $\$200,000$. Pursuant to the Agreement, City is required to pay 50% of the amount paid by Sarpy County for the Future North Developer's Cost Share ($\$650,000/2 = \$325,000$) less 50% of the amount reimbursed by Future North Developer ($\$200,000/2 = \$100,000$); $\$325,000 - \$100,000 = \$225,000$. Thus, City is required to pay Sarpy County $\$225,000$.

(iii) Sarpy County has initially paid the Future North Developer's Cost Share in the sum of $\$650,000$. Parcel 010526382 has not had any development. Pursuant to the Agreement, City is required to pay 50% of the amount paid by Sarpy County for the Future North Developer's Cost Share ($\$650,000/2 = \$325,000$) less 50% of the amount reimbursed by Future North Developer ($\$0/2 = \0); $\$325,000 - \$0 = \$325,000$. Thus, City is required to pay Sarpy County $\$325,000$.

- f. If the City has made payments to Sarpy County pursuant to Section 7(e) of this Agreement, then the City shall require the Future North Developer, to reimburse Sarpy County and City for the Future North Cost Share. Any reimbursements by the Future North Developer for Future North Cost Share shall be divided equally between Sarpy County and City, except for the reimbursements made by the Future North Developer for the Enhancements, which shall be reimbursed to City one hundred percent (100%). Such reimbursements for the Future North Developer's Cost Share shall occur immediately after the City's approval of the final plat or prior to the issuance of a new single-family residential or commercial building permit if a final plat is not required. If the development of Parcel 010526382 (as identified on the Cost Share Participation), is being completed in phases, the City shall require the Future North Developer to reimburse Sarpy County and City in the same proportion as the phase(s)' percentage of the total development.
- g. Sarpy County shall not pay or contribute to any costs of any enhancements, including, but not limited to, trails, lighting, sidewalks, recreational features, and fencing (collectively, the "Enhancements") now or in the future. That portion of Enhancements, generally located adjacent to Parcel 010526382 (as identified on

the Cost Share Participation), is estimated to be \$70,730.00. Such costs shall be initially paid for by City. City may seek reimbursement for said Enhancement costs from the Future North Developer(s) of any portion of Parcel 010526382 (as identified on the Cost Share Participation).

- h. Parties acknowledge that at some future time, Schram Road may become a three lane paved road. Sarpy County shall not pay for, contribute to or financially participate in the costs of any additional future improvements to Schram Road labeled as "South Developments 100%" on the Cost Share Participation. The Parties anticipate that said future "South Developments" shall pay for any design, grading, drainage, paving or improvement costs for a third lane at the time of such development. As such, City, through its subdivision approval process, shall require said future developer or developers to pay for the design, grading, drainage, and paving improvements of the proposed third lane of Schram Road.
- i. City and Sarpy County are willing to begin the process for the development of the Improvements, which includes the designs, plans and specifications for the Improvements, acquiring right-of-way and easements and bid letting; provided, however, in the event SID NO. 301 or the developer of SID NO. 301 abandons development plans, by written notice to City, and City has completed or is in the process of having designs, plans and/or specifications drawn up, acquiring right-of-way or easements, or performing any other necessary work prior to the completion of bid letting, SID 301 shall be solely responsible for the entirety of all such costs incurred by City and Sarpy County. "Abandons development plans" shall be defined as SID NO. 301 or the developer of SID NO. 301 electing to no longer construct its primary development project or SID NO. 301's and/or the developer of SID NO. 301's failure to execute and record the final plat and enter into all of the necessary development agreements within one year of the execution of this Agreement.
- j. In the event SID NO. 301 or the developer of SID NO. 301 abandons the development plans for the Subdivision or for the Improvements after City has completed the bid awards for the Improvements, then City will promptly determine a reasonable and logical termination point for such construction (each a "Termination Point") and the applicable City General Contractor will complete construction to such Termination Point. City agrees to use good faith efforts to (i) establish a Termination Point that requires the least amount of additional construction as possible and (ii) cause the applicable City General Contractor to return any unused materials which are not required to complete construction to the Termination Point(s) and are allowed to be returned to the supplier for a refund for the same. The Parties agree to remain proportionally responsible for the costs of the Improvements as depicted in the Estimated Allocation of Costs and the Cost Share Participation. SID NO 301 and County agree to reimburse City for any restocking and/or shipping fees or other costs related to such returns in

the same proportion as depicted in the Estimated Allocation of Costs and the Cost Share Participation. SID NO. 301 and County shall reimburse City in the same proportion as depicted in the Estimated Allocation of Costs and the Cost Share Participation for the construction costs within thirty (30) calendar days after receiving copies of the final pay request for the completion of construction to the Termination Point.

- k. It is understood and agreed amongst the Parties that this Agreement may be amended from time to time to include other political subdivisions of the State of Nebraska to participate in the cost of the Improvements.

- l. Notwithstanding any provision herein to the contrary or in any exhibit attached hereto, the contribution or cost allocation by SID No. 301 hereunder shall be limited so that the contribution or cost allocation to the actual costs of constructing the Improvements does not cause SID No. 301's general obligation debt to exceed the sum of Two Million Eighteen Thousand Six Hundred Fifty Two (\$2,018,652.00) Dollars, exclusive of interest; provided, however, in the event the actual costs for those public improvements that are identified as being paid for through special assessments in Exhibit E, attached hereto and hereinafter referred to as the "Source and Use of Funds", are less than the projected costs of such improvements as set forth in the Source and Use of Funds, SID No. 301 shall reallocate the difference in those public improvement costs to the cost of the Improvements and SID No. 301 shall specially assess the difference in an amount not to exceed the estimated special assessments as set forth on the Source and Use of Funds or \$19,331.00 per lot. In the event the actual costs for those public improvements that are identified as being paid for through special assessments in the Source and Use of Funds are higher than the projected costs for those public improvements, then SID No. 301 may deduct the difference from the SID's total contribution towards the Improvements so long as SID No 301's total contribution to the Improvements is not reduced to an amount less than Four Hundred Seventy Thousand Seven Hundred Twenty-Nine Dollars and Fifty-Six Cents (\$470,729.56), which contribution does not include any of the SID's soft costs for the Improvements, as set forth in the Source and Use of Funds. For the purpose of the above calculation, any public improvement costs that are privately funded by the Developer of SID No. 301, beyond that which is set forth within the Source and Use of Funds, should be included in the calculation for determining the actual cost of those public improvements that are identified as being paid through special assessments. In converting the privately financed amount to a specially assessed amount, the privately funded costs shall be calculated at rate of one point four (1.4) times the amount privately funded. Based upon the Source and Use of Funds, the construction cost allocation for the Improvements to SID No. 301 is estimated to be the sum of Four Hundred Seventy Thousand Seven Hundred Twenty-Nine Dollars and Fifty-Six Cents (\$470,729.56) towards the actual cost of the Improvements. Additionally, in the event SID No. 301 has more capacity to

contribute to the actual cost of the Improvements resulting from (1) higher valuations; or (2) overall lower general obligation expenses; then the Cost Allocation attributable to SID No. 301 may be increased so long as the debt-to-value ratio does not exceed four (4%) percent and there are cash flow projections that indicate a final bond fund tax levy for full build out at \$0.65 or less.

m. By way of example, the following scenarios illustrate the concept and intent of this provision:

- i. If the general obligation of debt of SID No. 301 is equal to the sum of \$2,018,652.00, exclusive of interest, *and* special assessments levied against the lots equal or exceed the sum of \$19,331.00 per lot, then neither the Developer nor SID No. 301 shall be required to contribute any additional sums of money towards the cost of the Improvements, unless the debt-to-value ratio is less than four (4%) percent because of higher valuations and there are cash flow projections that indicate a final bond fund tax levy for full build out may be \$0.65 or less.
- ii. If the total amount of the special assessments are less than \$19,331.00 per lot, then SID No. 301 shall contribute the difference between the estimated amount of the special assessments and the actual amount of special assessments multiplied by the number of buildable lots as an additional contribution toward the cost of the Improvements, which amount shall be levied as a special assessment against each lot not to exceed the sum of \$19,331.00 (Additional Contribution to the cost of the Improvements: \$19,331.00 [Estimated Special Assessments] - \$15,000.00 [Actual Special Assessments] x 196 [Buildable Lots] = \$848,876.00 [Additional Contribution and Special Assessment Per Lot]).
- iii. If the general obligation debt of SID No. 301 is less than \$2,018,652.00 because the actual cost of the improvements is less than the original engineers estimate of probable costs, then SID No. 301 shall allocate an amount equal to the difference between \$2,018,652.00 and the actual amount of the general obligation debt within 60 days after that amount is finally determined by SID No. 301.
- iv. If the Developer pays for the Water (Interior) and Underground Electrical privately, then the special assessment calculation for the purposes of determining the maximum amount of special assessments shall be computed as follows: [Actual Construction Cost of Water (Interior) x 1.40 + Actual Construction Cost of Underground Electrical x 1.40]

n. The provisions of this Section 7 shall not increase Sarpy County's obligation or contribution amount as shown in the Estimated Allocation of Cost exhibit, except

as otherwise provided in other sections of this Agreement.

8. Timing of Work. It is the mutual desire and intention of the Parties that the Improvements shall be commenced as soon as practicable. Accordingly, the Parties hereby agree to cooperate with each other and make reasonable, good faith efforts to perform their obligations hereunder in a timely manner. Construction of Improvements shall commence within three years of the date of the Sarpy County signature. If construction of Improvements have not commenced within three years of said signature, Sarpy County shall not have any obligation to participate in any way in the construction of the Improvements described in this Agreement. For the purposes of this Section 8, construction of Improvements shall mean City's contractor has physically started to construct the Improvements on Schram Road as described herein.
9. Records. The Engineering Contractor, as agent for Sarpy County, shall maintain records of all Construction Costs incurred by Sarpy County in connection with the Improvements, and Sarpy County shall have the right to audit and review such records at any time to assure that such records are accurate.
10. Duration. This Agreement shall continue until such time as the obligations of the Parties under this Agreement have been completed, unless this Agreement is terminated sooner by the written agreement of all Parties hereto.
11. Appointment of Administrators. City shall be the lead agency for this Agreement. The City Engineer shall administer this Agreement on behalf of City, E & A Consulting Group shall administer this Agreement on behalf of SID NO. 301 and the Sarpy County Engineer on behalf of Sarpy County.
12. Nondiscrimination Clause. In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. 48-1122, each party agrees that it nor any of its subcontractors or agents shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.
13. Drug Free Policy. Each Party hereto represents and warrants to the other that it has established and maintains a drug free workplace policy.
14. Choice of Law. This Agreement shall be governed in all respects by the laws of the State of Nebraska and the venue for any litigation with respect hereto shall be in the courts of Sarpy County, Nebraska.
15. Entire Agreement. This instrument contains the entire agreement of the Parties and shall be binding upon the successors and assigns of the respective Parties. No amendments, deletions or additions shall be made to this Agreement except in writing signed by all

Parties.

16. **Severability.** In the event any portion of this Agreement may be held invalid or unenforceable for any reason, it is agreed that any invalidity or unenforceability shall not affect the remainder of this Agreement and the remaining provisions shall remain in full force and effect, and any court of competent jurisdiction may so modify any objectionable provision of this Agreement so as to render it valid and enforceable.
17. **New Employee Work Eligibility Status.** The Parties agree to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Parties are required and hereby agree to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
18. **Conflict of Interest.** The Parties warrant to each other that they have not employed nor retained any company or person, other than a bona fide employee working solely for the Parties to this Agreement to solicit or secure this Agreement, and that they have not paid or agreed to pay any company or person other than a bona fide employee working solely for the parties, any fee, commissions, percentage, brokerage fees, gifts or other consideration, contingent upon or resulting from the award or making of this contract.
19. **Representations.** Each Party hereto represents and warrants to the other that (i) it has all necessary right, power and authority to enter into this Agreement, and (ii) the execution and delivery of this Agreement and the performance and observance of all obligations and conditions to be performed or observed by such party have been duly authorized by all necessary action on behalf of such Party.
20. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one Agreement. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.
21. **Indemnification.** Each Party agrees to release, indemnify and hold harmless ("Indemnifying Member") each other Member ("Indemnified Member") and said Indemnified Member's officers, officials, employees and agents, and each of them, from and against all liabilities, claims, costs and expenses whatsoever arising out of or resulting from the negligence, acts or omissions of the Indemnifying Member, or the officers, officials, employees, agents or contractors of the Indemnifying Member related to or

arising out of the terms and requirements of this Agreement.

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

[Signatures on Following Pages]

Executed by the County of Sarpy, Nebraska, this ____ day of _____, 2016.

COUNTY SARPY, NEBRASKA

By:
Chairman

ATTEST:

APPROVED AS TO FORM:

County Clerk

County Attorney

Executed by Sanitary and Improvement District No. 301 of Sarpy County, Nebraska, this ____ day of _____, 2016.

SANITARY AND IMPROVEMENT DISTRICT NO. 301 OF SARPY COUNTY, NEBRASKA,

By: _____
Timothy W. Young, Chairman

ATTEST:

Mark A. Boyer, Clerk

Executed by the City of Papillion, Nebraska, this ____ day of _____, 2016.

ATTEST:

CITY OF PAPILLION, a Nebraska
Municipal Corporation

Elizabeth Butler, City Clerk

By: _____
David P. Black, Mayor

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

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

Sanitary and Improvement District No. 301 of Sarpy County, Nebraska, reserves the right to reject any or all bids received and to waive informalities and irregularities.

SANITARY AND IMPROVEMENT DISTRICT
301 OF SARPY COUNTY, NEBRASKA
Tim Young, Chairman
Mark Boyer, Clerk

1954429; 6/8, 6/15, 6/22



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

July 1, 2016

Sanitary and Improvement District 301, Sarpy County
% Larry Jobeun
Fullenkamp, Doyle & Jobeun
11440 West Center Road
Omaha, NE 68144

RE: CONTRACT AWARD
SOUTHBROOK
PAVEMENT MARKINGS, OUTLOT SIDEWALKS & CURB RAMPS - 2016
E&A 2013.226.001

Dear Mr. Jobeun,

We have reviewed the Tabulation of Bids received on June 30, 2016, for Pavement Markings, Outlot Sidewalks & Curb Ramps – 2016 and we hereby recommend Award of Contract on the total base bid to B&W Co., Inc., low bidder, in the total amount of \$124,352.15.

Enclosed is a copy of the Tabulation of Bids for the improvement. If you have any questions relative to the above information, please contact the undersigned.

Very truly yours,

E & A CONSULTING GROUP, INC.

A handwritten signature in black ink, appearing to read 'Mark Westergard', is written over the printed name below.

Mark Westergard, P/E.
Project Manager

MW/Imp

cc: B&W Co. Inc.

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

Bid Tabulations
 SLID 301
 Subdivision: Southbrook
 Project Type: Pavement Marking, Outlot Sidewalks &

Bid Item	Description	Quantity	Unit	Unit Price	Amount	Un
1	CONSTRUCT 5" P.C.C. SIDEWALK	6,368	SF	3.45	21,969.60	
2	EARTHWORK (SUBGRADE PREPARATION)	720	CY	3.00	2,160.00	
3	CONSTRUCT TYPE 1 BI-DIRECTIONAL RAMP (21 EA)	3,950	SF	8.75	34,562.50	
4	CONSTRUCT TYPE 5 MID-BLOCK RAMP (3 EA)	236	SF	8.75	2,065.00	
5	CONSTRUCT TYPE 7 IN-LINE/PERPENDICULAR SINGLE RAMP (11 EA)	930	SF	8.75	8,137.50	
6	FURNISH AND INSTALL DETECTABLE WARNING PANEL INSERTS	456	SF	16.50	7,524.00	
7	CROSSWALK - 24" PERMANENT PREFORMED PAVEMENT MARKING TAPE, WHITE, GROOVED	1,232	LF	20.40	25,132.80	
8	STOP BARS - 12" PERMANENT PREFORMED PAVEMENT MARKING TAPE, WHITE, GROOVED	265	LF	12.35	3,272.75	
9	FURNISH AND INSTALL CROSSWALK SIGN, W/1-2 ON 3" BLACK FLUTED POSTS	8	EA	484.00	3,872.00	6
10	FURNISH AND INSTALL STOP SIGN, R1-1 ON 3" BLACK FLUTED POSTS	20	EA	483.00	9,660.00	6
11	FURNISH AND INSTALL SPEED LIMIT SIGN, R2-1 ON 3" BLACK FLUTED POSTS	5	EA	476.00	2,380.00	6
12	FURNISH AND INSTALL NO PARKING BIKE LANE SIGN, R7-9A ON 3" BLACK FLUTED POSTS	8	EA	452.00	3,616.00	5
TOTAL BASE BID (ITEMS 1-12, INCLUSIVE)					\$124,352.15	

B&W Co., Inc
 P. O. Box 642000
 Omaha, NE 68164

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

Bid Tabulations
 SID 301
 Subdivision: Southbrook
 Project Type: Pavement Marking, Outlot Sidewalks & Curb Ramps - 2018

Bid Date: 6/30/2016
 E&A Project No: 2013.226.001
 Engineer's Est: \$104,000.00
 Page 1 of 1

Bid Item	Description	Quantity	Unit	BRW Co., Inc P. O. Box 642000 Omaha, NE 68164		N L & L Concrete, Inc. 8335 Madison Omaha, NE 68127		Unit Price	Amount	Unit Price	Amount
				Unit Price	Amount	Unit Price	Amount				
1	CONSTRUCT 5' P.C.C. SIDEWALK	6,368	SF	3.45	21,969.60	4.25	27,064.00				
2	EARTHWORK (SUBGRADE PREPARATION)	720	CY	3.00	2,160.00	5.00	3,600.00				
3	CONSTRUCT TYPE 1 BI-DIRECTIONAL RAMP (21 EA)	3,950	SF	8.75	34,562.50	7.00	27,650.00				
4	CONSTRUCT TYPE 5 MID-BLOCK RAMP (3 EA)	236	SF	8.75	2,065.00	7.00	1,652.00				
5	CONSTRUCT TYPE 7 IN-LINE/PERPENDICULAR SINGLE RAMP (11 EA)	930	SF	8.75	8,137.50	7.00	6,510.00				
6	FURNISH AND INSTALL DETECTABLE WARNING PANEL INSERTS	456	SF	16.50	7,524.00	14.00	6,384.00				
7	CROSSWALK - 24" PERMANENT PERFORMED PAVEMENT MARKING TAPE WHITE GROOVED	1,232	LF	20.40	25,132.80	24.25	29,876.00				
8	STOP BARS - 12" PERMANENT PERFORMED PAVEMENT MARKING TAPE WHITE GROOVED	265	LF	12.35	3,272.75	12.50	3,312.50				
9	FURNISH AND INSTALL CROSSWALK SIGN, W11-2 ON 3" BLACK FLUTED POSTS	8	EA	484.00	3,872.00	600.00	4,800.00				
10	FURNISH AND INSTALL STOP SIGN, R1-1 ON 3" BLACK FLUTED POSTS	20	EA	483.00	9,660.00	600.00	12,000.00				
11	FURNISH AND INSTALL SPEED LIMIT SIGN, R2-1 ON 3" BLACK FLUTED POSTS	5	EA	476.00	2,380.00	600.00	3,000.00				
12	FURNISH AND INSTALL NO PARKING BIKE LANE SIGN, R7-9A ON 3" BLACK FLUTED POSTS	8	EA	452.00	3,616.00	575.00	4,600.00				
TOTAL BASE BID ITEMS 1-12, INCLUSIVE)					\$124,352.15		\$130,448.50				

Snapshot Report

SID NO. 301 - SOUTHBROOK

As of July 14, 2016



KUEHL CAPITAL
MUNICIPAL FINANCIAL ADVISORS

<u>VALUATION</u>	<u>VALUE</u>	<u>NET DEBT TO VALUE</u>
2014	\$267,242	1,337.37 %
2015	\$2,479,291	144.15 %
2016 Preliminary	\$2,742,299	130.33 %

CASH AND INVESTMENTS as of 6/30/2016

	<u>GENERAL FUND</u>	<u>BOND FUND</u>
CASH	\$39.18	\$0.00
INVESTMENTS	\$0.00	\$0.00
TOTAL CASH AND INVESTMENTS	\$39.18	\$0.00

SPECIAL ASSESSMENTS

<u>DATE OF LEVY</u>	<u>LEVIED</u>	<u>BALANCE</u>
	\$0.00	\$0.00

BONDS OUTSTANDING

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

WARRANTS OUTSTANDING (INTEREST PAYMENT DATE: NOVEMBER 1)

	<u>GENERAL FUND</u>	<u>BOND FUND</u>
2018	\$73,313.92	\$0.00
2019	\$21,731.12	\$0.00
2020	\$0.00	\$3,367,149.40
2021	\$0.00	\$206,865.01
NEXT MATURITY	04/21/2018	04/21/2020
	\$95,045.04	\$3,574,014.41

PRELIMINARY LEVY (FISCAL YEAR 2015-2016)

	<u>RATE PER \$100</u>	<u>NET TAX REVS</u>	<u>LEVY</u>	<u>RATE PER \$100</u>	<u>NET TAX REVS</u>
BOND FUND	\$0.0000	\$0.00	BOND FUND		
GENERAL FUND	\$0.9000	\$21,867.35	GENERAL FUND		
TOTAL LEVY	\$0.9000		TOTAL LEVY		

DEVELOPMENT STATUS

<u>DATE</u>	<u>SINGLE FAMILY</u>	<u>MULTI-FAMILY</u>	<u>COMMERCIAL</u>	<u>TOWNHOMES</u>	<u>CONDOS</u>
03/31/2016	4/196	0	0	0	0
12/31/2015	2/196	0	0	0	0

Sources and Uses of Funds

SID No. 301 - SOUTHBROOK

July 01, 2015 to June 30, 2016



KUEHL CAPITAL
MUNICIPAL FINANCIAL ADVISORS

	<u>GENERAL FUND</u>	<u>BOND FUND</u>
CASH AND INVESTMENTS BEGINNING OF PERIOD		
CASH	\$0.00	\$0.00
INVESTMENTS	\$0.00	\$0.00
TOTAL CASH AND INVESTMENTS	<u>\$0.00</u>	<u>\$0.00</u>
SOURCES OF FUNDS		
MOTOR VEHICLE PRO RATE	\$39.18	\$0.00
TOTAL SOURCES OF FUNDS	<u>\$39.18</u>	<u>\$0.00</u>
USES OF FUNDS		
TOTAL USES OF FUNDS	<u>\$0.00</u>	<u>\$0.00</u>
CHANGE IN CASH AND INVESTMENTS	\$39.18	\$0.00
CASH AND INVESTMENTS END OF PERIOD	<u>\$39.18</u>	<u>\$0.00</u>

Statement of Activities

SID NO. 301 - SOUTHBROOK

July 01, 2015 to June 30, 2016



KUEHL CAPITAL
MUNICIPAL FINANCIAL ADVISORS

	Current Year	
	GENERAL FUND	BOND FUND
REVENUES		
MOTOR VEHICLE PRO RATE	\$39.18	\$0.00
TOTAL REVENUES	<u>\$39.18</u>	<u>\$0.00</u>
EXPENDITURES		
ACCOUNTING - BOOKKEEPING	\$2,900.00	\$0.00
CITY - COUNTY REVIEW FEES	\$0.00	\$26,145.67
DISCLOSURE COUNSEL	\$0.00	\$3,000.00
ELECTRICAL	\$0.00	\$2,914.00
ENGINEERING	\$23,370.38	\$280,478.41
EROSION CONTROL	\$255.84	\$0.00
FINANCIAL ADVISORY FEES	\$9,000.00	\$0.00
GEOLOGICAL - WATER TESTING	\$0.00	\$26,785.00
GRADING	\$1,640.00	\$0.00
LEGAL EXPENSES (SID ATTORNEY)	\$3,315.34	\$110,999.29
PAVING & STORM SEWER	\$0.00	\$1,390,408.36
PAVING (INTERNAL)	\$0.00	\$13,167.50
SANITARY SEWER (INTERNAL)	\$0.00	\$819,298.99
SANITARY SEWER MAINTENANCE	\$2,025.00	\$16,981.75
SEDIMENT BASINS	\$18,842.50	\$0.00
SID PROPERTY MAINTENANCE	\$520.00	\$0.00
SIGNS - SIGN REPAIR	\$1,068.68	\$0.00
STREET CLEANING	\$680.00	\$0.00
UNDERWRITING FEES	\$1,299.66	\$55,834.97
WARRANT INTEREST EXPENSE	\$0.00	\$30,551.01
WARRANT STRUCTURING FEES	\$1,365.41	\$68,018.25
TOTAL EXPENDITURES	<u>\$66,282.81</u>	<u>\$2,844,583.20</u>
REVENUES OVER EXPENDITURES (EXPENDITURES OVER REVENUES)	<u>(\$66,243.63)</u>	<u>(\$2,844,583.20)</u>

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

Statement of Activities

SID NO. 301 - SOUTHBROOK

July 01, 2014 to June 30, 2015



KUEHL CAPITAL
MUNICIPAL FINANCIAL ADVISORS

	Current Year	
	GENERAL FUND	BOND FUND
REVENUES		
TOTAL REVENUES	<u>\$0.00</u>	<u>\$0.00</u>
EXPENDITURES		
CAPITAL FACILITIES FEES	\$0.00	\$439,591.50
CHAIRMAN - CLERK FEES	\$1,108.20	\$0.00
CLERK WITHHOLDINGS	\$91.80	\$0.00
DISCLOSURE COUNSEL	\$0.00	\$3,000.00
ELECTRICAL	\$0.00	\$8,925.00
ENGINEERING	\$13,119.91	\$228,329.16
FINANCIAL ADVISORY FEES	\$0.00	\$9,000.00
GEOLOGICAL - WATER TESTING	\$0.00	\$90.00
INSURANCE	\$5,656.00	\$0.00
LEGAL EXPENSES (SID ATTORNEY)	\$7,534.60	\$8,970.33
UNDERWRITING FEES	\$563.96	\$14,302.57
WARRANT STRUCTURING FEES	\$687.76	\$17,222.65
TOTAL EXPENDITURES	<u>\$28,762.23</u>	<u>\$729,431.21</u>
REVENUES OVER EXPENDITURES (EXPENDITURES OVER REVENUES)	<u>(\$28,762.23)</u>	<u>(\$729,431.21)</u>

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

Statement of Activities

SID NO. 301 - SOUTHBROOK

July 01, 2014 to June 30, 2015



KUEHL CAPITAL
MUNICIPAL FINANCIAL ADVISORS

	Current Year	
	GENERAL FUND	BOND FUND
REVENUES		
TOTAL REVENUES	<u>\$0.00</u>	<u>\$0.00</u>
EXPENDITURES		
CAPITAL FACILITIES FEES	\$0.00	\$439,591.50
CHAIRMAN - CLERK FEES	\$1,108.20	\$0.00
CLERK WITHHOLDINGS	\$91.80	\$0.00
DISCLOSURE COUNSEL	\$0.00	\$3,000.00
ELECTRICAL	\$0.00	\$8,925.00
ENGINEERING	\$13,119.91	\$228,329.16
FINANCIAL ADVISORY FEES	\$0.00	\$9,000.00
GEOLOGICAL - WATER TESTING	\$0.00	\$90.00
INSURANCE	\$5,656.00	\$0.00
LEGAL EXPENSES (SID ATTORNEY)	\$7,534.60	\$8,970.33
UNDERWRITING FEES	\$563.96	\$14,302.57
WARRANT STRUCTURING FEES	\$687.76	\$17,222.65
TOTAL EXPENDITURES	<u>\$28,762.23</u>	<u>\$729,431.21</u>
REVENUES OVER EXPENDITURES (EXPENDITURES OVER REVENUES)	<u>(\$28,762.23)</u>	<u>(\$729,431.21)</u>

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

Warrant Issuance Report (By Category)



KUEHL CAPITAL
MUNICIPAL FINANCIAL ADVISORS

SID No. 301 - SOUTHBROOK

July 01, 2015 - June 30, 2016

CITY - COUNTY REVIEW FEES

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
CF	145	08/24/2015	City of Papillion	\$10,000.00	\$10,000.00	100%
CF	146	08/24/2015	City of Papillion	\$10,000.00	\$10,000.00	100%
CF	147	08/24/2015	City of Papillion	\$1,738.80	\$1,738.80	100%
CF	416	12/14/2015	City of Papillion	\$4,406.87	\$4,406.87	100%
				\$26,145.67		

DISCLOSURE COUNSEL

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
CF	467	06/03/2016	Kutak Rock LLP	\$3,000.00	\$3,000.00	100%
				\$3,000.00		

ELECTRICAL

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
CF	465	06/03/2016	Omaha Public Power District	\$2,914.00	\$2,914.00	100%
				\$2,914.00		

Warrant Issuance Report (By Category)



KUEHL CAPITAL
MUNICIPAL FINANCIAL ADVISORS

SID No. 301 - SOUTHBROOK

July 01, 2015 - June 30, 2016

ENGINEERING

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
CF	105	08/24/2015	E & A Consulting Group, Inc.	\$10,000.00	\$10,000.00	100%
CF	106	08/24/2015	E & A Consulting Group, Inc.	\$10,000.00	\$10,000.00	100%
CF	107	08/24/2015	E & A Consulting Group, Inc.	\$10,000.00	\$10,000.00	100%
CF	108	08/24/2015	E & A Consulting Group, Inc.	\$10,000.00	\$10,000.00	100%
CF	109	08/24/2015	E & A Consulting Group, Inc.	\$2,402.57	\$2,402.57	100%
CF	161	09/14/2015	E & A Consulting Group, Inc.	\$10,000.00	\$10,000.00	100%
CF	162	09/14/2015	E & A Consulting Group, Inc.	\$10,000.00	\$10,000.00	100%
CF	163	09/14/2015	E & A Consulting Group, Inc.	\$2,646.94	\$2,646.94	100%
CF	194	10/05/2015	E & A Consulting Group, Inc.	\$10,000.00	\$10,000.00	100%
CF	195	10/05/2015	E & A Consulting Group, Inc.	\$10,000.00	\$10,000.00	100%
CF	196	10/05/2015	E & A Consulting Group, Inc.	\$10,000.00	\$10,000.00	100%
CF	197	10/05/2015	E & A Consulting Group, Inc.	\$8,362.45	\$8,362.45	100%
CF	308	12/14/2015	E & A Consulting Group, Inc.	\$10,000.00	\$10,000.00	100%
CF	309	12/14/2015	E & A Consulting Group, Inc.	\$10,000.00	\$10,000.00	100%
CF	310	12/14/2015	E & A Consulting Group, Inc.	\$10,000.00	\$10,000.00	100%
CF	311	12/14/2015	E & A Consulting Group, Inc.	\$10,000.00	\$10,000.00	100%
CF	312	12/14/2015	E & A Consulting Group, Inc.	\$10,000.00	\$10,000.00	100%
CF	313	12/14/2015	E & A Consulting Group, Inc.	\$10,000.00	\$10,000.00	100%
CF	314	12/14/2015	E & A Consulting Group, Inc.	\$10,000.00	\$10,000.00	100%
CF	315	12/14/2015	E & A Consulting Group, Inc.	\$10,000.00	\$10,000.00	100%
CF	316	12/14/2015	E & A Consulting Group, Inc.	\$10,000.00	\$10,000.00	100%
CF	317	12/14/2015	E & A Consulting Group, Inc.	\$10,000.00	\$10,000.00	100%
CF	318	12/14/2015	E & A Consulting Group, Inc.	\$10,000.00	\$10,000.00	100%
CF	319	12/14/2015	E & A Consulting Group, Inc.	\$10,000.00	\$10,000.00	100%
CF	320	12/14/2015	E & A Consulting Group, Inc.	\$10,000.00	\$10,000.00	100%
CF	321	12/14/2015	E & A Consulting Group, Inc.	\$10,000.00	\$10,000.00	100%
CF	322	12/14/2015	E & A Consulting Group, Inc.	\$6,492.01	\$6,492.01	100%
CF	422	12/14/2015	Thompson Dreesen & Dorner	\$900.00	\$900.00	100%
CF	436	03/21/2016	E & A Consulting Group, Inc.	\$10,000.00	\$10,000.00	100%
CF	437	03/21/2016	E & A Consulting Group, Inc.	\$10,000.00	\$10,000.00	100%
CF	438	03/21/2016	E & A Consulting Group, Inc.	\$9,674.44	\$9,674.44	100%
				\$280,478.41		

Warrant Issuance Report (By Category)

SID No. 301 - SOUTHBROOK

July 01, 2015 - June 30, 2016



KUEHL CAPITAL
MUNICIPAL FINANCIAL ADVISORS

GEOLOGICAL - WATER TESTING

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
CF	150	08/24/2015	ISG & Associates	\$10,000.00	\$10,000.00	100%
CF	151	08/24/2015	ISG & Associates	\$1,240.00	\$1,240.00	100%
CF	190	09/14/2015	ISG & Associates	\$4,540.00	\$4,540.00	100%
CF	198	10/05/2015	ISG & Associates	\$7,850.00	\$7,850.00	100%
CF	423	12/14/2015	ISG & Associates	\$3,155.00	\$3,155.00	100%
				\$26,785.00		

LEGAL EXPENSES (SID ATTORNEY)

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
CF	148	08/24/2015	Fullenkamp, Doyle & Jobeun	\$10,000.00	\$10,000.00	100%
CF	149	08/24/2015	Fullenkamp, Doyle & Jobeun	\$7,795.33	\$7,795.33	100%
CF	188	09/14/2015	Fullenkamp, Doyle & Jobeun	\$10,000.00	\$10,000.00	100%
CF	189	09/14/2015	Fullenkamp, Doyle & Jobeun	\$1,851.37	\$1,851.37	100%
CF	282	10/19/2015	Fullenkamp, Doyle & Jobeun	\$10,000.00	\$10,000.00	100%
CF	283	10/19/2015	Fullenkamp, Doyle & Jobeun	\$10,000.00	\$10,000.00	100%
CF	284	10/19/2015	Fullenkamp, Doyle & Jobeun	\$10,000.00	\$10,000.00	100%
CF	285	10/19/2015	Fullenkamp, Doyle & Jobeun	\$9,259.49	\$9,259.49	100%
CF	417	12/14/2015	Fullenkamp, Doyle & Jobeun	\$10,000.00	\$10,000.00	100%
CF	418	12/14/2015	Fullenkamp, Doyle & Jobeun	\$10,000.00	\$10,000.00	100%
CF	419	12/14/2015	Fullenkamp, Doyle & Jobeun	\$10,000.00	\$10,000.00	100%
CF	420	12/14/2015	Fullenkamp, Doyle & Jobeun	\$5,001.37	\$5,001.37	100%
CF	456	03/21/2016	Fullenkamp, Doyle & Jobeun	\$7,091.73	\$7,091.73	100%
				\$110,999.29		

Warrant Issuance Report (By Category)

SID No. 301 - SOUTHBROOK

July 01, 2015 - June 30, 2016



KUEHL CAPITAL
MUNICIPAL FINANCIAL ADVISORS

PAVING & STORM SEWER

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
CF	212	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	213	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	214	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	215	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	216	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	217	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	218	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	219	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	220	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	221	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	222	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	223	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	224	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	225	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	226	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	227	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	228	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	229	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	230	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	231	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	232	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	233	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	234	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	235	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	236	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	237	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	238	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	239	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	240	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	241	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	242	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	243	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	244	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	245	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	246	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	247	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	248	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	249	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%

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KUEHL CAPITAL
MUNICIPAL FINANCIAL ADVISORS

PAVING & STORM SEWER

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
CF	250	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	251	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	252	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	253	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	254	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	255	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	256	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	257	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	258	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	259	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	260	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	261	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	262	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	263	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	264	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	265	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	266	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	267	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	268	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	269	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	270	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	271	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	272	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	273	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	274	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	275	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	276	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	277	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	278	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	279	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	280	10/19/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	281	10/19/2015	MBC Construction	\$2,143.73	\$2,143.73	100%
CF	346	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	347	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	348	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	349	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	350	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	351	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%

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PAVING & STORM SEWER

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
CF	352	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	353	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	354	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	355	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	356	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	357	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	358	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	359	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	360	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	361	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	362	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	363	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	364	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	365	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	366	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	367	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	368	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	369	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	370	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	371	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	372	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	373	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	374	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	375	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	376	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	377	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	378	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	379	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	380	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	381	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	382	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	383	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	384	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	385	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	386	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	387	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	388	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	389	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%

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PAVING & STORM SEWER

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
CF	390	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	391	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	392	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	393	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	394	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	395	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	396	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	397	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	398	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	399	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	400	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	401	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	402	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	403	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	404	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	405	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	406	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	407	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	408	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	409	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	410	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	411	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	412	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	413	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	414	12/14/2015	MBC Construction	\$10,000.00	\$10,000.00	100%
CF	415	12/14/2015	MBC Construction	\$8,264.63	\$8,264.63	100%
				\$1,390,408.36		

PAVING (INTERNAL)

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
CF	439	03/21/2016	ISG & Associates	\$10,000.00	\$10,000.00	100%
CF	440	03/21/2016	ISG & Associates	\$3,167.50	\$3,167.50	100%
				\$13,167.50		

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SANITARY SEWER (INTERNAL)

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
CF	110	08/24/2015	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	111	08/24/2015	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	112	08/24/2015	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	113	08/24/2015	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	114	08/24/2015	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	115	08/24/2015	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	116	08/24/2015	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	117	08/24/2015	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	118	08/24/2015	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	119	08/24/2015	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	120	08/24/2015	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	121	08/24/2015	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	122	08/24/2015	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	123	08/24/2015	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	124	08/24/2015	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	125	08/24/2015	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	126	08/24/2015	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	127	08/24/2015	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	128	08/24/2015	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	129	08/24/2015	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	130	08/24/2015	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	131	08/24/2015	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	132	08/24/2015	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	133	08/24/2015	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	134	08/24/2015	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	135	08/24/2015	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	136	08/24/2015	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	137	08/24/2015	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	138	08/24/2015	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	139	08/24/2015	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	140	08/24/2015	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	141	08/24/2015	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	142	08/24/2015	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	143	08/24/2015	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	144	08/24/2015	Kersten Construction	\$7,211.00	\$7,211.00	100%
CF	164	09/14/2015	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	165	09/14/2015	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	166	09/14/2015	Kersten Construction	\$10,000.00	\$10,000.00	100%

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SANITARY SEWER (INTERNAL)

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
CF	448	03/21/2016	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	449	03/21/2016	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	450	03/21/2016	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	451	03/21/2016	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	452	03/21/2016	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	453	03/21/2016	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	454	03/21/2016	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	455	03/21/2016	Kersten Construction	\$1,834.60	\$1,834.60	100%
CF	466	06/03/2016	ISG & Associates	\$180.00	\$180.00	100%
				\$819,298.99		

SANITARY SEWER MAINTENANCE

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
CF	191	09/14/2015	Utilities Service Group	\$4,448.40	\$4,448.40	100%
CF	199	10/05/2015	Utilities Service Group	\$2,776.85	\$2,776.85	100%
CF	424	12/14/2015	Utilities Service Group	\$9,756.50	\$9,756.50	100%
				\$16,981.75		

UNDERWRITING FEES

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
CF	154	08/24/2015	Ameritas Investment Corp	\$9,087.95	\$9,087.95	100%
CF	193	09/14/2015	Ameritas Investment Corp	\$5,750.54	\$5,750.54	100%
CF	201	10/05/2015	Ameritas Investment Corp	\$1,004.28	\$1,004.28	100%
CF	293	10/19/2015	Ameritas Investment Corp	\$10,000.00	\$10,000.00	100%
CF	294	10/19/2015	Ameritas Investment Corp	\$7,527.50	\$7,527.50	100%
CF	428	12/14/2015	Ameritas Investment Corp	\$10,000.00	\$10,000.00	100%
CF	429	12/14/2015	Ameritas Investment Corp	\$8,408.52	\$8,408.52	100%
CF	458	03/21/2016	Ameritas Investment Corp	\$3,931.25	\$3,931.25	100%
CF	469	06/03/2016	Ameritas Investment Corp	\$124.93	\$124.93	100%
				\$55,834.97		

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WARRANT INTEREST EXPENSE

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
CF	286	10/19/2015	Bankers Trust Company	\$10,000.00	\$10,000.00	100%
CF	287	10/19/2015	Bankers Trust Company	\$10,000.00	\$10,000.00	100%
CF	288	10/19/2015	Bankers Trust Company	\$10,000.00	\$10,000.00	100%
CF	289	10/19/2015	Bankers Trust Company	\$551.01	\$551.01	100%
				\$30,551.01		

WARRANT STRUCTURING FEES

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
CF	152	08/24/2015	Kuehl Capital Corporation	\$10,000.00	\$10,000.00	100%
CF	153	08/24/2015	Kuehl Capital Corporation	\$1,009.69	\$1,009.69	100%
CF	192	09/14/2015	Kuehl Capital Corporation	\$7,012.85	\$7,012.85	100%
CF	200	10/05/2015	Kuehl Capital Corporation	\$1,224.73	\$1,224.73	100%
CF	290	10/19/2015	Kuehl Capital Corporation	\$10,000.00	\$10,000.00	100%
CF	291	10/19/2015	Kuehl Capital Corporation	\$10,000.00	\$10,000.00	100%
CF	292	10/19/2015	Kuehl Capital Corporation	\$1,375.01	\$1,375.01	100%
CF	425	12/14/2015	Kuehl Capital Corporation	\$10,000.00	\$10,000.00	100%
CF	426	12/14/2015	Kuehl Capital Corporation	\$10,000.00	\$10,000.00	100%
CF	427	12/14/2015	Kuehl Capital Corporation	\$2,449.41	\$2,449.41	100%
CF	457	03/21/2016	Kuehl Capital Corporation	\$4,794.21	\$4,794.21	100%
CF	468	06/03/2016	Kuehl Capital Corporation	\$152.35	\$152.35	100%
				\$68,018.25		
TOTAL FOR "SOUTHBROOK"				\$2,844,583.20		

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ACCOUNTING - BOOKKEEPING

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	155	09/14/2015	Lutz & Company	\$2,900.00	\$2,900.00	100%
				\$2,900.00		

ENGINEERING

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	101	08/24/2015	E & A Consulting Group, Inc.	\$4,059.79	\$4,059.79	100%
GF	295	12/14/2015	E & A Consulting Group, Inc.	\$2,298.88	\$2,298.88	100%
GF	430	03/21/2016	E & A Consulting Group, Inc.	\$5,000.00	\$5,000.00	100%
GF	431	03/21/2016	E & A Consulting Group, Inc.	\$4,948.23	\$4,948.23	100%
GF	459	06/03/2016	E & A Consulting Group, Inc.	\$5,000.00	\$5,000.00	100%
GF	460	06/03/2016	E & A Consulting Group, Inc.	\$2,063.48	\$2,063.48	100%
				\$23,370.38		

EROSION CONTROL

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	297	12/14/2015	Commercial Seeding Contractors	\$255.84	\$255.84	100%
				\$255.84		

FINANCIAL ADVISORY FEES

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	158	09/14/2015	Kuehl Capital Corporation	\$5,000.00	\$5,000.00	100%
GF	159	09/14/2015	Kuehl Capital Corporation	\$4,000.00	\$4,000.00	100%
				\$9,000.00		

GRADING

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	102	08/24/2015	Midwest Excavating LLC	\$1,640.00	\$1,640.00	100%
				\$1,640.00		

LEGAL EXPENSES (SID ATTORNEY)

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	156	09/14/2015	Fullenkamp, Doyle & Jobeun	\$3,315.34	\$3,315.34	100%
				\$3,315.34		

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SID No. 301 - SOUTHBROOK

July 01, 2015 - June 30, 2016

SANITARY SEWER MAINTENANCE

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	461	06/03/2016	Utilities Service Group	\$2,025.00	\$2,025.00	100%
				\$2,025.00		

SEDIMENT BASINS

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	298	12/14/2015	Roth Enterprises	\$3,000.00	\$3,000.00	100%
GF	299	12/14/2015	Roth Enterprises	\$3,000.00	\$3,000.00	100%
GF	300	12/14/2015	Roth Enterprises	\$3,000.00	\$3,000.00	100%
GF	301	12/14/2015	Roth Enterprises	\$3,000.00	\$3,000.00	100%
GF	302	12/14/2015	Roth Enterprises	\$3,000.00	\$3,000.00	100%
GF	303	12/14/2015	Roth Enterprises	\$3,000.00	\$3,000.00	100%
GF	304	12/14/2015	Roth Enterprises	\$842.50	\$842.50	100%
				\$18,842.50		

SID PROPERTY MAINTENANCE

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	296	12/14/2015	Geis, Inc.	\$520.00	\$520.00	100%
				\$520.00		

SIGNS - SIGN REPAIR

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	432	03/21/2016	Todco Barricade	\$323.68	\$323.68	100%
GF	433	03/21/2016	Stanek Construction Co	\$745.00	\$745.00	100%
				\$1,068.68		

STREET CLEANING

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	462	06/03/2016	N. L. & L. Concrete, Inc.	\$680.00	\$680.00	100%
				\$680.00		

Warrant Issuance Report (By Category)



KUEHL CAPITAL
MUNICIPAL FINANCIAL ADVISORS

SID No. 301 - SOUTHBROOK

July 01, 2015 - June 30, 2016

UNDERWRITING FEES

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	104	08/24/2015	Ameritas Investment Corp	\$116.85	\$116.85	100%
GF	160	09/14/2015	Ameritas Investment Corp	\$307.41	\$307.41	100%
GF	306	12/14/2015	Ameritas Investment Corp	\$449.30	\$449.30	100%
GF	435	03/21/2016	Ameritas Investment Corp	\$225.85	\$225.85	100%
GF	464	06/03/2016	Ameritas Investment Corp	\$200.25	\$200.25	100%
				\$1,299.66		

WARRANT STRUCTURING FEES

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	103	08/24/2015	Kuehl Capital Corporation	\$142.49	\$142.49	100%
GF	157	09/14/2015	Kuehl Capital Corporation	\$155.38	\$155.38	100%
GF	305	12/14/2015	Kuehl Capital Corporation	\$547.91	\$547.91	100%
GF	434	03/21/2016	Kuehl Capital Corporation	\$275.42	\$275.42	100%
GF	463	06/03/2016	Kuehl Capital Corporation	\$244.21	\$244.21	100%
				\$1,365.41		

TOTAL FOR "SOUTHBROOK" \$66,282.81

AGENDA

Sanitary and Improvement District No. 301 of Sarpy County, Nebraska; Meeting to be held July 15, 2016, at 10:00 a.m., 9719 Giles Road, La Vista, Nebraska, 68128.

1. Present Nebraska Open Meetings Act.
2. Vote on and approve the Resolution of Necessity for the District to enter into an Interlocal Cooperation Agreement with the City of Papillion for the 108th Street Improvements, said Agreement having been approved the Sarpy County Board of Commissioners on November 4, 2014, the same having been presented in form at the June 20, 2016 meeting of the District.
3. Present Resolution of Necessity for the District to enter into an Interlocal Cooperation Agreement with the City of Papillion and Sarpy County for the Turkey Road to 111th Street Improvements and the payment of the construction costs related thereto by the District; order hearing to be held and required publications.
4. Present bid tabs and recommendation of award for the Pavement Markings, Outlot Sidewalks & Curb Ramps – 2016 project of the District; vote on and approve the award of contract to lowest bidder, B&W Company, Inc., in the amount of \$124,352.15; Chair and Clerk to sign contracts on behalf of the District.
5. Any and all business before the Board as deemed necessary; meeting adjourned.