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June 11, 2015

County Clerk
SARPY COUNTY, NEBRASKA
1210 Golden Gate Drive, Suite 1118
Papillion, NE 68046

RE: SID No. 306 of Sarpy County, Nebraska

Dear Ms. Houghtaling:

Enclosed please find a copy of the minutes from the meeting held on Wednesday, June 10, 2015 the above-referenced District. The Affidavit of Publication, Acknowledgement of Receipt of Notice, and Clerk Certificate are attachments to the minutes.

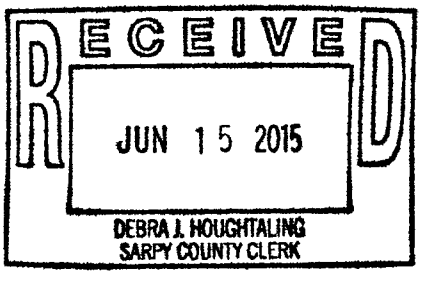
If you have any questions do not hesitate to contact this office. Thank you.

Very truly yours,

Andrea M Griffin

Andréa M. Griffin

Enclosure
15.022-SID 306, Sarpy County, NE\Meeting 5-27-2015\SarpyCoClerk-lt.061115.docx



CERTIFICATE

The undersigned hereby certify that they are they Chairman and the Clerk of Sanitary and Improvement District No. 306 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 capacity and said transcript is a full 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 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 continuously 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 10th day of June, 2015

Jonathan M. Meyers, Chairman

James Meyers, Clerk

MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES OF SANITARY AND IMPROVEMENT DISTRICT NO. 306 OF SARPY COUNTY, NEBRASKA HELD AT 3:00 P.M. ON JUNE 10, 2015 AT 10064 SOUTH 134th STREET, OMAHA, NEBRASKA

The meeting of the Board of Trustees of Sanitary and Improvement District No. 306 of Sarpy County, Nebraska was convened in open and public session at 3:00 p.m. on June 10, 2015 at 10064 South 134th Street, Omaha, Nebraska.

Present at the meeting were Trustees Jonathan M. Meyers, Tamara Meyers-Draeger, James Meyers and Bruce Meyers. Also present were Jeff Farnham and Andrea Griffin, Attorneys for the District.

Notice of the meeting was given in advance thereof by publication in *The Papillion Times* on May 20, 2015 and May 27, 2015, 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 to the Trustees of this meeting. All proceedings of the Board were taken while the convened meeting was open to the attendance of the public.

The Clerk then certified that notice of this meeting had been given to the Sarpy County Clerk at least seven days prior to the time set by the Board of Trustees for this meeting and filed his Certificate to that effect, said Certificate being attached to these minutes.

The Chairman then stated that a copy of the Nebraska Open Meetings Act was available for review and inspection and stated the location of said copy in the room in which such meeting was held.

The Chairman stated that an unsigned copy of the Subdivision Agreement was previously attached to the Minutes from the Meeting of the Board of Trustees held on April 29, 2015. The Clerk was directed to attach a fully executed copy of the Subdivision Agreement to these Minutes.

The Clerk first certified that notice of this meeting concerning the project known as Paving and Storm Sewer – Section 1 had been posted in three (3) conspicuous places within the District with the Clerk causing to be filed a Certificate to that effect,

such notice being attached to the minutes of these proceedings and by this reference made a part hereof.

The Clerk next stated that no petition opposing the Resolution of Advisability and Necessity for the project entitled Paving and Storm Sewer – Section 1 had been filed by any of the property owners within the District nor by any other person or entity and that no person appeared at the meeting or made any objections to the proposed Resolution of Advisability and Necessity with such being the same resolution adopted in form at the meeting of the Board of Trustees held on May 13, 2015, which resolution is set forth in its entirety in the proof of publication attached hereto and by this reference incorporated herein. After discussion of the Board, the following resolution was duly moved and seconded and upon a roll call the Trustees, Jonathan M. Meyers, Tamara Meyers-Draeger, James Meyers and Bruce Meyers voted "aye" with none voting "nay" thereby passing and adopting the following resolution:

> RESOLVED, by the Board of Trustees of Sanitary and Improvement District No. 306 of Sarpy County, Nebraska, that the Resolution of Necessity and Advisability for the construction of the project entitled Paving and Storm Sewer – Section 1 be ratified and approved as proposed.
>
> FURTHER RESOLVED, that the Chairman and Clerk be, and hereby are, authorized and directed to take such steps as are necessary to implement this Resolution.

The Chairman next presented the proof of publication of the Notice to Contractors for the construction of the improvements entitled Paving and Storm Sewer – Section 1.

The Clerk then presented the list of bids and bidders for such work specified within the Notice to Contractors with such bids having been taken on June 10, 2015, in accordance with the provisions of such Notice to Contractors. The bids having been individually reviewed by Thompson, Dreessen & Dorner, Inc., the District's engineers, and upon completion of such review, the engineers have submitted their Letter of Recommendation which the Clerk was directed to attach along with a copy of the bid tabulations to these minutes.

After the Trustees had received the Letter of Recommendation directed to the District, the Clerk reported that the recommendation of the engineers was the bid of MFT Construction, Inc. for Paving and Storm Sewer System – Section 1 in the amount of Six Hundred Fifty Nine Thousand Six Hundred Ninety Five and 16/100 Dollars ($659,695.16) and that such amount be accepted. The Clerk reminded the Board that the Engineer's estimate of the construction cost of this project was Eight Hundred Twelve Thousand Dollars ($812,000.00). The Clerk further reported that the bid of <FT MFT Construction, Inc. was accompanied by the required bid bond, contract and maintenance bond in the amount of 100% of the contract price.

After discussion by the Board, the following resolution was duly moved and seconded upon a roll call vote of the Trustees, Jonathan M. Meyers, Tamara Meyers-Draeger, James Meyers and Bruce Meyers voted "aye" with none voting "nay" thereby adopting the following resolution:

> RESOLVED, by the Board of Trustees of Sanitary and Improvement District No. 306 of Sarpy County, Nebraska, that the bid of MFT Construction, Inc. in the total amount of $659,695.16 for the construction of Paving and Storm Sewer – Section 1 be accepted and approved and that the Clerk and Chairman of the District be and they hereby are authorized and directed to execute the contract of MFT Construction, Inc. for and on behalf of the District.

The Clerk next certified that notice of this meeting concerning the payment of Sanitary Sewer Connection Fees had been posted in three (3) conspicuous places within the District with the Clerk causing to be filed a Certificate to that effect, such notice being attached to the minutes of these proceedings and by this reference made a part hereof.

The Clerk next stated that no petition opposing the Resolution of Advisability and Necessity to authorize the Chairman and Clerk to pay to Sarpy County, Nebraska Sanitary Sewer Connection Fees had been filed by any of the property owners within the District nor by any other person or entity and that no person appeared at the meeting or made any objections to the proposed Resolution of Advisability and Necessity with such being the same resolution adopted in form at the meeting of the Board of Trustees held on May 13, 2015, which resolution is set forth in its entirety in

the proof of publication attached hereto and by this reference incorporated herein. After discussion of the Board, the following resolution was duly moved and seconded and upon a roll call the Trustees, Jonathan M. Meyers, Tamara Meyers-Draeger, James Meyers and Bruce Meyers voted "Aye with none voting "Nay" thereby passing and adopting the following resolution:

> RESOLVED, by the Board of Trustees of Sanitary and Improvement District No. 306 of Sarpy County, Nebraska, that the Resolution of Necessity and Advisability to authorize the Chairman and Clerk to pay to Sarpy County, Nebraska Sanitary Sewer Connection Fees be ratified and approved as proposed.
>
> FURTHER RESOLVED, that the Chairman and Clerk be, and hereby are, authorized and directed to take such steps as are necessary to implement this Resolution.

The Clerk then presented a Certificate to the County Treasurer indicating to the Sarpy County Treasurer that D.A. Davidson & Co. has been appointed as Paying Agent for the payment of principal and interest on warrants of the District pursuant to the Financing Commitment executed by the District. After discussion of the Board, the following resolution was duly moved and seconded and upon a roll call the Trustees, Jonathan M. Meyers, Tamara Meyers-Draeger, James Meyers and Bruce Meyers voted "Aye with none voting "Nay" thereby passing and adopting the following resolution:

> RESOLVED, that D.A. Davidson & Co. has been appointed as Paying Agent for the payment of principal and interest on warrants of this District issued after April 29, 2015, which appointment is hereby confirmed and ratified, and the County Treasurer of Sarpy County, Nebraska, as ex-officio treasurer of the District, is hereby authorized and directed to pay, from time to time, to said Paying Agent from funds of the District, such amounts of money as such Paying Agent shall certify in writing to the County Treasurer as shall be needed for payment of principal or interest on general fund warrants or construction fund warrants, the date upon which such amount is due and the date when such transfer shall be made by the County Treasurer for each transfer of funds requested by the Paying Agent.
>
> BE IT FURTHER RESOLVED, that the Chairman and Clerk of this District shall certify this Resolution to said Treasurer who deem this resolution to be a continuing resolution and authorization to make

transfers to such Paying Agent, until and unless the County Treasurer is notified of termination of such authority.

The Chairman and Clerk were authorized to execute such Certificate to the County Treasurer on behalf of the District and the Clerk was directed to attach a copy to these Minutes.

There were next presented various statements and invoices for payment by the District.

The Board was next reminded that in accordance with the Resolution of Necessity and Advisability adopted herein to authorize the Chairman and Clerk to pay to Sarpy County, Nebraska Sanitary Sewer Connection Fees, the District is to pay to Sarpy County, Nebraska, the amount of One Hundred Thirty Two Thousand Two Hundred Sixteen and 40/100 Dollars ($132,216.40). The Chairmen presented a copy of an Invoice from Sarpy County showing such fees, and the Clerk was directed to attach a copy of such Invoice to these minutes. The Chairman recommended the issuance of warrants for such amount to Sarpy County.

The Board was next reminded the Resolution of Necessity and Advisability adopted on May 27, 2015 authorized the Chairman to execute a Subdivision Agreement with Sarpy County, Nebraska on behalf of the District obligating the District to pay fees to Sarpy County, Nebraska, including administration and review fees. The Chairman indicated that said administration and review fees are to be in the amount of Nine Thousand Eight Hundred Six Dollars ($9,806.00). The Chairmen presented a copy of an Invoice from Sarpy County showing such fees, and the Clerk was directed to attach a copy of such Invoice to these minutes. The Chairman recommended the issuance of warrants for such amount to Sarpy County.

The Clerk next directed the attention of the Board of Trustees to the fact that D.A. Davidson & Co. will place One Hundred Forty Two Thousand Twenty Two and 40/100 Dollars ($142,022.40) in warrants at this time and that the contracted charge for such placement of warrants is five percent (5%) or Seven Thousand One Hundred One and 12/100 Dollars ($7,101.12) in accordance with the financing agreement previously adopted by the Board. The Chairman recommended the issuance of warrants for such amount to D.A. Davidson & Co.

There were next presented statements from Arthur J. Gallagher Risk Management Services, Inc. as follows: (i) Invoice No. 1331816 for Chairman Bond in the amount of One Hundred Dollars ($100.00) and (ii) Invoice No. 1331823 for Clerk Bond in the amount of One Hundred Dollars ($100.00); such invoices being in an aggregate amount of Two Hundred Dollars ($200.00). The Clerk was directed to attach such copies of such Invoices to these minutes. The Chairman recommended the issuance of a warrant for such amount to Arthur J. Gallagher Risk Management Services, Inc.

There was next presented Invoice No. 101890 from TitleCore National for an SID Certification in the amount of One Hundred Dollars ($100.00). The Clerk was directed to attach a copy of such Invoice to these minutes. The Chairman recommended the issuance of a warrant for such amount to TitleCore.

The Clerk next directed the attention of the Board of Trustees to the fact that D.A. Davidson & Co. will place Three Hundred Dollars (300.00) in warrants at this time and that the contracted charge for such placement of warrants is five percent (5%) or Fifteen Dollars ($15.00) in accordance with the financing agreement previously adopted by the Board. The Chairman recommended the issuance of a warrant for such amount to D.A. Davidson & Co.

The previously described bills, invoices, recommendations and statements having been presented for the Board's consideration and after review and discussion of such items, the following Resolution was duly moved and passed:

> RESOLVED, by the Board of Trustees of Sanitary and Improvement District No. 306 of Sarpy County, Nebraska, that the Chairman and Clerk be and they hereby are authorized and directed to execute and deliver Warrant Nos. 1-31 of the District, dated the date of this meeting, to the following payees and in the following amounts, said Warrants to be drawn on the Construction Fund of the District and to draw interest at the date of seven percent (7%) per annum (interest to be payable on February 10 of each year) and to be redeemed no later than June 10, 2020, subject to extension of said maturity date by order of the District Court of Sarpy County, Nebraska, after notice is given as required by law, to wit:
>
> > Warrant Nos. 1 through 26, each for the amount of Five Thousand Dollars ($5,000.00) and Warrant No. 27 for the

amount of Two Thousand Two Hundred Sixteen and 40/100 Dollars ($2,216.40), payable to Sarpy County for Sanitary Sewer Connection Fees.

Warrant No. 28 for the amount of Five Thousand Dollars ($5,000.00) and Warrant No. 29 for the amount of Four Thousand Eight Hundred Six Dollars (4,806.00), payable to Sarpy County for Administration and Review Fees.

Warrant No. 30 for the amount of Five Thousand Dollars ($5,000.00) and Warrant No. 31 for the amount of Two Thousand One Hundred One and 12/100 Dollars ($2,101.12), payable to D.A. Davidson & Co. for the placement and/or sale of Construction Fund warrants issued at this meeting.

RESOLVED, by the Board of Trustees of Sanitary and Improvement District No. 306 of Sarpy County, Nebraska, that the Chairman and Clerk be and they hereby are authorized and directed to execute and deliver Warrant Nos. 32-34 of the District, dated the date of this meeting, to the following payees and in the following amounts, said Warrants to be drawn on the General Fund of the District and to draw interest at the date of six percent (6%) per annum (interest to be payable on February 10 of each year) and to be redeemed no later than June 10, 2018, subject to extension of said maturity date by order of the District Court of Sarpy County, Nebraska, after notice is given as required by law, to wit:

Warrant No. 32 for the amount of Two Hundred Dollars ($200.00), payable to Arthur J. Gallagher Risk Management Services, Inc.

Warrant No. 33 for the amount of One Hundred Dollars ($100.00), payable to TitleCore National, LLC

Warrant No. 34 for the amount of Fifteen Dollars ($15.00), payable to D.A. Davidson & Co. for the placement and/or sale of General Fund warrants issued at this meeting.

FURHTER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 306 of Sarpy County, Nebraska, that both they and the District hereby find and determine and covenant , and warrant and agree that (a) the facilities for which the above Warrants are issued are for essential government functions and are designed to serve members of the general public on an equal

basis; (b) there are no persons with rights to use said facilities other than as members of the general public; (c) ownership and operation of said facilities is within the District or another political subdivision; (d) none of the proceeds of the Warrants will be loaned to any person and to the extent that special assessments have been or are to be levied under Nebraska law as a matter of general application to all property specifically benefited by such facilities in the District; (e) the development of the land in the District is for residential or commercial use; (f) the development of the land in the District for sale and occupation by the general public is proceeding with reasonable speed; and (g)the District hereby authorized and directs the Chairman or Clerk to file, when due, an information reporting form pursuant to Section 149(e) of the Internal Revenue Code pertaining to the above Warrants.

FURHTER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 306 of Sarpy County, Nebraska, that the District hereby covenants, warrants and agrees as follows: (a) to take all actions necessary under current federal law to maintain the tax exempt status (as to taxpayers generally) of interest on the above Warrants; and (b) to the extent that it may lawfully do so, the District hereby designates the above Warrants as its "qualified tax exempt obligations" under Section 265(b)(3)(B)(i)(III) of the Internal Revenue Code of 1986, as amended, and covenants and warrants that the District does not reasonably expect to issue warrants or bonds or other obligations aggregating in the principal amount of $5,000,000.00 during the calendar year in which the above Warrants are to be issued.

FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 306 of Sarpy County, Nebraska, that this and the preceding Resolutions are hereby adopted as the Certificate With Respect to Arbitrage of the District pertaining to the above Warrants and the District and the Chairman and Clerk of the District hereby further certify, as of the date of the registration of the above Warrants with the County Treasurer of Sarpy County, Nebraska, as follows:

1. No separate reserve or replacement fund has been or will be established with respect to the above Warrants. The District reasonably anticipates that monies in its Bond Fund reasonably attributable to the above Warrants in excess of the lessor of: (a) ten percent (10%) of the net principal proceeds of the above Warrants, (b) the maximum annual debt service due on the above Warrants, or (c) one hundred twenty-five percent (125%)

of average annual debt service due on the above Warrants will be expended for payment of principal of and interest on the above Warrants within thirteen (13) months after receipt of such monies. That amount which is currently held in the District's Bond Fund which exceeds the amount which is to be expended on payment of principal and interest on the above Warrants within thirteen (13) months after receipt of such monies, plus that amount arrived at pursuant to the immediately preceding sentence, will not be invested in any securities or any other investment obligations which bear a yield, as computed in accordance with the actuarial method, in excess of the yield on the above Warrants.

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

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

4. This Certificate is being passed, executed and delivered pursuant to Section 1.148-2(b)(2) of the Income Tax Regulations under the Internal Revenue Code of 1986, as amended.

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

Jonathan M. Meyers, Chairman

James Meyers, Clerk

AFFIDAVIT OF PUBLICATION

STATE OF NEBRASKA }
} SS.
County of Sarpy }

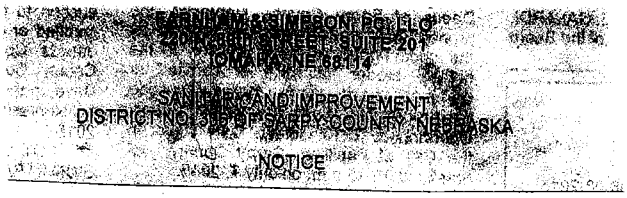
Being duly sworn, upon oath, Shon Barenklau deposes and says that he is the Publisher or Ron Petak deposes and says that he is the Executive Editor of the **Bellevue Leader, Papillion Times, Gretna Breeze and Springfield Monitor,** legal newspapers of general circulation in Sarpy County, Nebraska, and 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, May 20, 2015	Papillion Times
Thereafter, Wednesday, May 27, 2015	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.

Ron Petak

Shon Barenklau OR Ron Petak
Publisher Executive Editor



Today's Date 5-27-2015
ned in my presence and sworn to before me:

Notary Public

GENERAL NOTARY - State of Nebraska
ELIZABETH M WHITE
My Comm. Exp. December 22, 2018

Printer's Fee $ 376.53
Customer Number: 206179
Order Number: 0001859843

NOTICE is hereby given that a meeting of the Board of Trustees of Sanitary and Improvement District No. 306 of Sarpy County, Nebraska will be held at 3:00 p.m. on June 10, 2015 at 10064 South 134th Street, Omaha, Nebraska, which meeting will be open to the public. The agenda for such meeting, kept continuously current, is available for public inspection at 10064 South 134th Street, Omaha, Nebraska and includes the payment of bills of the District and the consideration and passing or amending the following Resolution, to-wit:

BE IT RESOLVED that the Board of Trustees of Sanitary and Improvement District No. 306 of Sarpy County, Nebraska find and determine that it is advisable and necessary for the District to construct an improvement within the boundaries of the District or within dedicated easements acquired by the District, said improvement to be designated as Paving and Storm Sewer – Section I and shall be constructed as follows:

PAVING AND STORM SEWER – SECTION I

Construct 9-inch Uniform Thickness Portland Cement Concrete, 30 feet wide, in the following locations:

IN GOLD COAST ROAD

Beginning at a point 15 feet west and 30 feet south of the southwesterly-most corner of Outlot A, Krambeck Industrial Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, easterly for a distance of 940 feet, more or less, to a point 15 feet south of the southeasterly-most corner of Outlet 8, said subdivision.

IN 156TH STREET

Beginning at a point 35 feet west and 15 feet south of the northeasterly most corner of Outlot A, Krambeck Industrial Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, southerly for a distance of 475 feet, more or less, to a point 35 feet west and 18 feet south of the northwesterly-most corner of Lot 3, said subdivision.

IN 154TH STREET

Beginning at a point 15 feet east of the northeasterly-most corner of Lot 3, Krambeck Industrial Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, southerly for a distance of 891 feet, more or less, to a point 15 feet east of the southeasterly-most corner of Lot 3, said subdivision.

IN 153RD STREET

Beginning at a point 15 feet east and 23 feet north of the northeasterly-most corner of Lot 1, Krambeck Industrial Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, southerly for a distance of 431 feet, more or less, to a point 30 feet east of the southeasterly-most corner of Lot 1, said subdivision.

Construct 15-inch I.D. Reinforced Concrete Pipe Storm Sewer in the following locations:

IN GOLD COAST ROAD

Beginning at a point 7 feet east and 13 feet south of the southwesterly-most corner of Lot 1, Krambeck Industrial Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, southerly for a distance of 34 feet, more or less, to a point 7 feet east and 47 feet south of the southwesterly-most corner of Lot 1, said subdivision.

Beginning at a point 12 feet west and 13 feet north of the northeasterly-most corner of Lot 3, Krambeck Industrial Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, northerly for a distance of 34 feet, more or less, to a point 12 feet west and 47 feet north of the northeasterly-most corner of Lot 3, said subdivision.

Beginning at a point 128 feet east and 13 feet north of the northwesterly-most corner of Lot 2, Krambeck Industrial Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, northerly for a distance of 34 feet, more or less, to a point 128 feet east and 47 feet north of the northwesterly-most corner of Lot 2, said subdivision.

Construct 18-inch I.D. Reinforced Concrete Pipe Storm Sewer in the following locations:

IN GOLD COAST ROAD

Beginning at a point 128 feet east and 47 feet north of the northwesterly-most corner of Lot 2, Krambeck Industrial Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, westerly for a distance of 195 feet, more or less, to a point 67 feet west and 47 feet north of the northwesterly-most corner of Lot 2, said subdivision.

Construct 24-inch I.D. Reinforced Concrete Pipe Storm Sewer in the following locations:

IN 154TH STREET

Beginning at a point 13 feet west and 288 feet south of the northwesterly-most corner of Lot 2, Krambeck Industrial Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, westerly for a distance of 34 feet, more or less, to a point 47 feet west and 288 feet south of the northwesterly-most corner of Lot 2, said subdivision.

Beginning at a point 13 feet west and 600 feet south of the northwesterly-most corner of Lot 2, Krambeck Industrial Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, westerly for a distance of 34 feet, more or less, to a point 47 feet west and 600 feet south of the northwesterly-most corner of Lot 2, said subdivision.

Construct 30-inch I.D. Reinforced Concrete Pipe Storm Sewer in the following locations:

IN OUTLOT A

Beginning at a point 42 feet east and 56 feet north of the southwesterly-most corner of Outlot A, Krambeck Industrial Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, westerly for a distance of 94 feet, more or less, to a point 32 feet west and 21 feet north of the southwesterly-most corner of Outlot A. said subdivision.

IN 156TH STREET

Beginning at a point 32 feet west and 40 feet north of the southwesterly-most corner of Outlet A, Krambeck Industrial Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, westerly for a distance of 34 feet, more or less, to a point 66 feet west and 21 feet north of the southwesterly-most corner of Outlot A, said subdivision; thence, southerly for a distance of 55 feet, more or less, to a point 66 feet west and 41 feet south of the southwesterly-most corner of Outlet A, said subdivision; thence, westerly for a distance of 110 feet, more or less, to a point 176 feet west and 15 feet south of the southwesterly-most corner of Outlot A, said subdivision.

Construct 36-inch I.D. Reinforced Concrete Pipe Storm Sewer in the following locations:

IN GOLD COAST ROAD

Beginning at a point 14 feet east and 48 feet north of the northeasterly-most corner of Lot 3, Krambeck Industrial Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, westerly for a distance of 41 feet, more or less, to a point 27 feet west and 46 feet north of the northeasterly-most corner of Lot 3, said subdivision

IN 154TH STREET

Beginning at a point 14 feet east and 278 feet north of the southeasterly-most corner of Lot 3, Krambeck Industrial Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, northerly for a distance of 664 feet, more or less, to a point 14 feet east and 48 feet north of the northeasterly-most corner of Lot 3, said subdivision.

Construct 42-inch I.D. Reinforced Concrete Pipe Storm Sewer in the following locations:

IN GOLD COAST ROAD

Beginning at a point 27 feet west and 46 feet north of the northeasterly-most corner of Lot 3, Krambeck Industrial Park, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska; thence, westerly for a distance of 268 feet, more or less, to a point 7 feet east and 13 feet south of the southwesterly-most corner of Lot 1, said subdivision.

The outer boundaries of the area which may become subject to special assessments for said improvements are proposed to be the

AFFIDAVIT OF PUBLICATION

STATE OF NEBRASKA }
} SS.
County of Sarpy }

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

Wednesday, May 20, 2015	Papillion Times
Thereafter, Wednesday, May 27, 2015	Papillion Times
Thereafter, Wednesday, June 3, 2015	Papillion Times

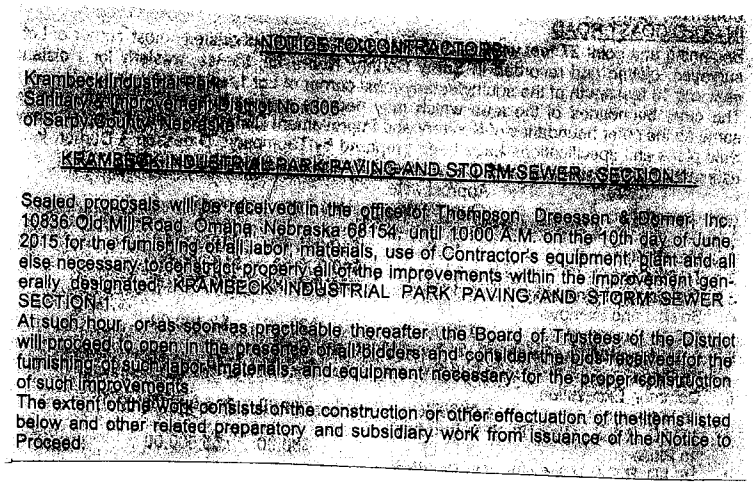
And that said newspaper is a legal newspaper under the statutes of the State of Nebraska. The above facts are within my personal knowledge.

Shon Barenklau OR Ron Petak
Publisher Executive Editor

Day's Date 6-3-2015
Signed in my presence and sworn to before me:

Notary Public

GENERAL NOTARY - State of Nebraska
ELIZABETH M WHITE
My Comm. Exp. December 22, 2018



NOTICE TO CONTRACTORS

Krambeck Industrial Park
Sanitary & Improvement District No. 306
of Sarpy County, Nebraska

KRAMBECK INDUSTRIAL PARK PAVING AND STORM SEWER - SECTION 1

Sealed proposals will be received in the office of Thompson, Dreessen & Dorner, Inc., 10836 Old Mill Road, Omaha, Nebraska 68154, until 10:00 A.M. on the 10th day of June, 2015 for the furnishing of all labor, materials, use of Contractor's equipment, plant and all else necessary to construct properly all of the improvements within the improvement generally designated: KRAMBECK INDUSTRIAL PARK PAVING AND STORM SEWER - SECTION 1.

At such hour, or as soon as practicable thereafter, the Board of Trustees of the District will proceed to open in the presence of all bidders and consider the bids received for the furnishing of such labor, materials, and equipment necessary for the proper construction of such improvements.

The extent of the work consists of the construction or other effectuation of the items listed below and other related preparatory and subsidiary work from issuance of the Notice to Proceed.

Printer's Fee $ 180.80
Customer Number: 206179
Order Number: 0001859853

Item	Description	Estimated Quantities	
1	Mobilization	1	LS
2	Traffic Control	1	LS
3	Clearing and Grubbing	1	LS
4	Sawcut and Remove P.C.C. Pavement	120	SF
5	9" Uniform P.C.C. Pavement W/ Type "A" Integral Curb, In Place	9,900	SY
6	Common Excavation, In Place	4,000	CY
7	15" I.D. R.C.P., Class III, With Bedding, In Place	110	LF
8	18" I.D. R.C.P., Class III, With Bedding, In Place	200	LF
9	24" I.D. R.C.P., Class III, With Bedding, In Place	70	LF
10	30" I.D. R.C.P., Class III, With Bedding, In Place	300	LF
11	36" I.D. R.C.P., Class III, With Bedding, In Place	710	LF
12	42" I.D. R.C.P., Class III, With Bedding, In Place	350	LF
13	Type I Curb Inlet, In Place	5	EA.
14	Type III Curb Inlet, In Place	5	EA.
15	72" I.D. Storm Sewer Manhole, In Place	16	VF
16	Standard Ring and Cover, In Place	2	EA.
17	Detention Basin Outlet Structure, In Place	1	EA.
18	Adjust Manhole to Grade, In Place	5	EA.
19	42" R.C.P. Flared End Section W/ Bar Grate, In Place	1	EA.
20	Flex-a-Mat Erosion Control Mat, In Place	400	SF
21	United Seeds Floodplain Seed Mix (Or Approved Equal), In Place	1,900	SY
22	United Seeds FACW Wetlands Seed Mix (Or Approved Equal), In Place	1,760	SY
23	Tensar Erosion Control Mat SC-150 (Or Approved Equal), In Place	3,660	SY
24	Clean and Flush Sanitary Sewer After Paving	1,870	LF

The Engineer's estimate of the construction or other effectuation of all of such improvements is $812,000.00.

All work called for in the drawings and specifications shall be furnished in strict accordance with the drawings and specifications prepared by Thompson, Dreessen & Dorner, Inc., Engineers for the District, and now filed in the office of the Clerk of the District at 10064 South 134th Street, Omaha, Nebraska 68138, and bids will be received only upon the proposal form furnished through the Engineer for the District.

Each bid must be accompanied in a SEPARATE SEALED ENVELOPE by a certified check drawn on a bank whose deposits are insured by the Federal Deposit Insurance Corporation in the amount of $40,600.00, payable without condition to the Treasurer, Sanitary and Improvement District No. 306 of Sarpy County, Nebraska, or a bid bond for a like amount as evidence of good faith of the bidder and as agreed upon liquidated damages to the District in the event the bidder whose proposal is accepted by the Board of Trustees of the District fails to enter into contract within ten (10) days after Notice of Award and furnish acceptable bonds to complete the work and pay for all labor done and materials used, such bond to be in the amount of 100% of the total bid price.

No bidder may withdraw his proposal for a period of thirty (30) days after the date set for the opening of bids.

Drawings, specifications and Contract Documents may be examined at the office of the Clerk of the District at 10064 South 134th Street, Omaha, Nebraska 68138, and may be procured from the office of the Engineer, 10836 Old Mill Road, Omaha, Nebraska 68154, upon the payment of $45.00, which no part will be refunded.

Sanitary and Improvement District No. 306 of Sarpy County, Nebraska reserves the right to waive formalities and to reject all or any bids.

KRAMBECK INDUSTRIAL PARK
SANITARY & IMPROVEMENT DISTRICT NO. 306
OF SARPY COUNTY, NEBRASKA
By: James Mayers, Clerk

1859853; 5/20, 5/27, 6/3

AFFIDAVIT OF PUBLICATION

STATE OF NEBRASKA }
} SS.
County of Sarpy }

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

Wednesday, May 20, 2015	Papillion Times
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And that said newspaper is a legal newspaper under the statutes of the State of Nebraska. The above facts are within my personal knowledge.

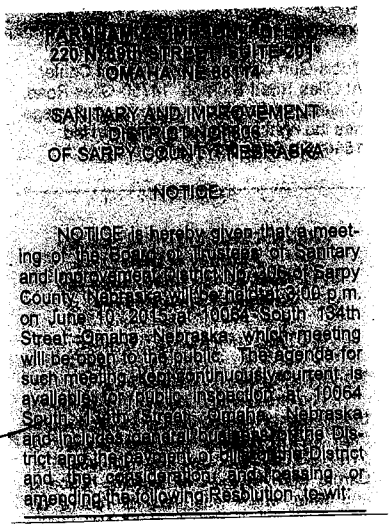
Ron Petak

Shon Barenklau OR Ron Petak
Publisher Executive Editor

Today's Date 5-27-2015
Signed in my presence and sworn to before me:

Notary Public

GENERAL NOTARY - State of Nebraska
ELIZABETH M WHITE
My Comm. Exp. December 22, 2018



FARNHAM & SIMPSON, CLERK
220 N 89th STREET, SUITE 201
OMAHA, NE 68114

SANITARY AND IMPROVEMENT
DISTRICT NO. 606
OF SARPY COUNTY, NEBRASKA

NOTICE

NOTICE is hereby given that a meeting of the Board of Trustees of Sanitary and Improvement District No. 606 of Sarpy County, Nebraska will be held at 3:00 p.m. on June 10, 2015 at 10064 South 134th Street, Omaha, Nebraska, which meeting will be open to the public. The agenda for such meeting, kept continuously current, is available for public inspection at 10064 South 134th Street, Omaha, Nebraska and includes general business of the District and the payment of bills of the District and the consideration and passing or amending the following Resolution, to-wit:

Printer's Fee	$ 80.85
Customer Number:	206179
Order Number:	0001860403

BE IT RESOLVED that the Board of [illegible] of Sanitary and Improvement [illegible] Sarpy County, Nebraska, and determine that it is advisable and necessary for the District to pay to Sarpy County, Nebraska, Sanitary Sewer Connection Fees in the amount of $180,325.00 (15,500.00 x's 29.15 acres) for the area within the District boundaries, which fees the District is obligated to pay pursuant to Section IV C.1 of the Subdivision Agreement to be entered into with Sarpy County, Nebraska. The estimated total cost related to the payment of the Sanitary Sewer connection fees is $[illegible] which includes legal fees, engineering fees, warrant fees, interest and other miscellaneous costs. These fees are necessary so that the improvements to be constructed under the District's project known as Sanitary Sewer Section I can be connected to the wastewater system of [illegible] Nebraska.

[illegible] costs related to the payment of the Sanitary Sewer connection fees, the Board [illegible] have the power to [illegible] the connection fees have been paid and the improvements to be constructed under the District's project known as Sanitary Sewer Section I 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 costs related to the payment of the Sanitary Sewer connection fees upon properties specially benefitted thereby. All special assessments which may be levied upon the properties specially benefitted by such connection fees and the related 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 [illegible] property, which together with [illegible] 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.

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. 306 of Sarpy County, Nebraska.

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. 306
OF SARPY COUNTY, NEBRASKA

By: Jonathan M. Meyers, Chairman
James Meyers, Clerk

[illegible]

ACKNOWLEDGEMENT OF RECEIPT
OF
NOTICE OF MEETING

The undersigned Trustees of Sanitary and Improvement District No. 306 of Sarpy County, Nebraska, hereby acknowledge receipt of advance notice of a meeting of the Board of Trustees of said District and the agenda for such meeting held at 3:00 p.m. on June 10, 2015 at 10064 South 134th Street, Omaha, Nebraska.

DATED this 10th day of June, 2015.

James Meyers, Clerk

Jonathan M. Meyers, Chairman

Tamara Meyers Draeger, Trustee

Bruce Meyers, Trustee

Joseph Meyers, Trustee

CERTIFICATE

TO WHOM IT MAY CONCERN:

The undersigned, James Meyers, being the Clerk of Sanitary and Improvement District No. 306 of Sarpy County, Nebraska, does hereby certify that he did send a Notice of Meeting to the County Clerk of Sarpy County, Nebraska, more than seven (7) days prior to the date of the meeting.

The undersigned further certifies that a copy of 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 published in the *Papillion Times* on May 20, 2015 and May 27, 2015 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 County Clerk of Sarpy County, Nebraska, within thirty days from the date of this meeting.

DATED this 4th day of June, 2015.

James Meyers, Clerk

CERTIFICATE

The undersigned Clerk of Sanitary and Improvement District No. 306 of Sarpy County, Nebraska does hereby certify that notice was posted in three conspicuous places within the District with regard to the Resolution of Advisability and Necessity for the construction of the improvements entitled Paving and Storm Sewer – Section 1 and with regard to the Resolution of Advisability and Necessity to authorize the Chairman and the Clerk to pay Sanitary Sewer Connection fees to Sarpy County on behalf of the District and pursuant to the Subdivision Agreement.

DATED this 10th day of June, 2015.

James Meyers, Clerk

engineering
& surveying

thompson, dreessen & dorner
10836 Old Mill Road
Omaha, NE 68154
402 330-8860

June 10, 2015

Chairman and Board of Trustees
Sanitary and Improvement District No. 306
of Sarpy County, Nebraska
c/o of Mr. Jeffrey B. Farnham, Attorney
220 N. 89th Street, Suite 201
Omaha, NE 68114

RE: Krambeck Industrial Park Paving and Storm Sewer – Section 1
TD2 File No. 1978-102.18

Board Members:

Bids were received at our office on June 10, 2015, for the construction of the Paving and Storm Sewer – Section 1 project.

MFT Construction, Inc. of Council Bluffs, Iowa, was the lowest bidder in the amount of $659,695.16. The proposal was qualified by the statement "Start date to be negotiated".

MFT Construction, Inc. is a qualified contractor and we recommend that the contract be awarded to it contingent upon submittal of the required bonds and certifications.

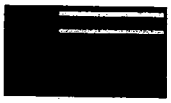
A tabulation of all bids received is enclosed.

Respectfully submitted,

Charles E. Riggs, P.E.
THOMPSON, DREESSEN & DORNER, INC.

CER/tjp

Enclosure

	SUBMITTED PROPOSALS & COSTS Date of Bid: June 10, 2015 Client: S.&I.D. No. 306, Sarpy County Krambeck Industrial Park Project: Paving and Storm Sewer - Section 1 Eng Estimate: $812,000 Bid Bond: $40,600 TD2 File No.: 1978-102	 Thompson, Dreessen & Dorner, Inc.		Bidder: **MFT Construction, Inc.** 1426 9th Avenue Council Bluffs, IA 51501		Bidder: **MBC Construction Co Inc.** 3108 S. 67th Omaha, NE 68106	
ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization	1	LS	$29,000.00	$29,000.00	$20,599.43	$20,599.43
2	Traffic Control	1	LS	$3,410.00	$3,410.00	$12,810.11	$12,810.11
3	Clearing and Grubbing	1	LS	$1,804.00	$1,804.00	$16,157.30	$16,157.30
4	Sawcut and Remove P.C.C. Pavement	120	SF	$3.67	$440.40	$2.43	$291.60
5	9" Uniform P.C.C. Pavement W/ Type "A" Integral Curb, In Place	9,800	SY	$39.80	$390,040.00	$40.60	$397,880.00
6	Common Excavation, In Place	4,000	CY	$3.78	$15,120.00	$1.00	$4,000.00
7	15" I.D. R.C.P., Class III, With Bedding In Place	110	LF	$56.74	$6,241.40	$46.85	$5,153.50
8	18" I.D. R.C.P., Class III, With Bedding, In Place	200	LF	$53.19	$10,638.00	$52.56	$10,512.00
9	24" I.D. R.C.P., Class III, With Bedding, In Place	70	LF	$91.91	$6,433.70	$55.90	$3,913.00
10	30" I.D. R.C.P., Class III, With Bedding, In Place	250	LF	$93.78	$23,445.00	$69.98	$17,495.00
11	36" I.D. R.C.P., Class III, With Bedding, In Place	710	LF	$106.00	$75,260.00	$93.16	$66,143.60
12	42" I.D. R.C.P., Class III, With Bedding, In Place	350	LF	$20.98	$7,343.00	$120.72	$42,252.00
13	Type I Curb Inlet, In Place	5	EA	$4,097.50	$20,487.50	$2,000.00	$10,000.00
14	Type III Curb Inlet, In Place	5	EA	$3,575.00	$17,875.00	$2,000.00	$10,000.00
15	72" I.D. Storm Sewer Manhole, In Place	8	VF	$739.96	$5,919.68	$898.16	$7,185.28
16	Standard Ring and Cover, In Place	1	EA	$498.42	$498.42	$474.19	$474.19
17	Detention Basin Outlet Structure, In Place	1	EA	$14,966.70	$14,966.70	$10,000.00	$10,000.00
18	Adjust Manhole to Grade, In Place	5	EA	$514.80	$2,574.00	$284.02	$1,420.10
19	36" R.C.P. Flared End Section W/ Bar Grate, In Place	1	EA	$3,665.63	$3,665.63	$1,952.53	$1,952.53
20	42" R.C.P. Flared End Section W/ Bar Grate, In Place	1	EA	$4,332.53	$4,332.53	$2,789.33	$2,789.33
21	Flex-a-Mat Erosion Control Mat, In Place	400	SF	$9.90	$3,960.00	$23.43	$9,372.00
22	Type "D" Traffic Barrier, In Place	1	EA	$660.00	$660.00	$426.00	$426.00

23	United Seeds Floodplain Seed Mix (Or Approved Equal), In Place	2,200	SY	$0.67	$1,474.00	$0.39	$858.00
24	United Seeds FACW Wetlands Seed Mix (Or Approved Equal), In Place	1,960	SY	$0.99	$1,940.40	$0.89	$1,744.40
25	N.D.O.R. Type "B" Permanent Seed Mix (Or Approved Equal), In Place	2,700	SY	$0.39	$1,053.00	$0.39	$1,053.00
26	Tensar Erosion Control Mat SC-150 (Or Approved Equal), In Place	3,860	SY	$1.60	$6,176.00	$1.67	$6,446.20
27	Clean and Flush Sanitary Sewer After Paving	1,870	LF	$2.64	$4,936.80	$1.00	$1,870.00
	TOTAL BID:				**$659,695.16**		**$662,798.57**

Qualification:
Start Date to be Negotiated

Qualification:
Start Date to be Negotiated

CERTIFICATE TO COUNTY TREASURER

The undersigned hereby certify that they are the Chairman and Clerk, respectively, of Sanitary and Improvement District No. 306 of Sarpy County, Nebraska, and that at a duly called meeting of the Board of Trustees of said District held on June 10, 2015, at which meeting a quorum was present, the following resolution was duly adopted by such Board of Trustees, to wit:

"RESOLVED, that D.A. Davidson & Co. has been appointed as Paying Agent for the payment of principal and interest on warrants of this District issued after April 29, 2015, which appointment is hereby confirmed and ratified, and the County Treasurer of Sarpy County, Nebraska, as ex-officio treasurer of the District, is hereby authorized and directed to pay, from time to time, to said Paying Agent from funds of the District, such amounts of money as such Paying Agent shall certify in writing to the County Treasurer as shall be needed for payment of principal or interest on general fund warrants or construction fund warrants, the date upon which such amount is due and the date when such transfer shall be made by the County Treasurer for each transfer of funds requested by the Paying Agent."

"BE IT FURTHER RESOLVED, that the Chairman and Clerk of this District shall certify this Resolution to said Treasurer who deem this resolution to be a continuing resolution and authorization to make transfers to such Paying Agent, until and unless the County Treasurer is notified of termination of such authority."

DATED this 10th day of June, 2015.

SANITARY AND IMPROVEMENT DISTRICT
NO. 306 OF SARPY COUNTY, NEBRASKA

By: _____
Jonathan M. Meyers, Chairman

By: _____
James Meyers, Clerk

INVOICE

[redacted]

Sarpy County Planning & Building Dept.
1210 Golden Gate Drive
Papillion, NE 68046
Phone: 402-593-1555
www.sarpy.com

Invoice Number:	PLNG 060915
Date:	6/9/2015
Company:	SID 306 Krambeck Industrial Park
Address:	c/o John Meyer, DAMMM Inc.
Address:	10064 S 134th Street
City/State/Zip:	Omaha NE 68138
Phone:	
Fax:	
Contact Name:	John Meyer

Item	Description	Quantity	Unit Price	Amount
Admin Review Fee	Pursuant to Subdivisison Agreement , Section XI	$ 980,600.00	1%	$ 9,806.00
	Based on est cost of public improvements			
	including storm sewer, sanitary sewer, paving			
	Krambeck Industrial Park Lots 1-3 & Outlots A-B			
	Internal Use Only 50/50 011019-432502 and 2002519-43502			
Sewer Connection	Pursuant to Subdivsion Agreement, Section VII - F	23.85 ac Dev Land	$ 5,500.00	$ 131,175.00
	Internal Use Only 52503519-43985 (6133.83+116542.84)	2.54 ac Public Land	$ 410.00	$ 1,041.40
			Sub-total:	$ 142,022.40
			Total Due	$ 142,022.40

Comments:

Please remitt payment to:
Sarpy County Planning & Building Dept.
1210 Golden Gate Drive, #1240
Papillion, NE 68046

Thank you.

Internal Use Only

[redacted]

Name of Addition **Krambeck Industrial Park** SID # **306**

Source and Use of Funds: (Provide a separate sheet for the preliminary plat and for each final plat phase.)

	Quantity	Proposed Improvements Construction Cost	Total[1] Cost	General Obligation	Special Assessed	Financing[2] Reimbursable	Private
Storm Sewer							
Storm Sewer	1,670 LF	$224,800	$304,400	$304,400			
PCSMP	1 EA	$78,800	$106,700	$106,700			
Sanitary Sewer							
Outfall							
Interior	1,950 LF	$86,800	$123,000		$123,000		
Connection Fees	27.0 AC	$148,500	$176,200	$176,200			
Paving							
Major	11,684 SY	$630,000	$853,300	$60,800	$792,500		
156th Street Imp.	4,744 SY	$421,900	$571,400	$571,400		$382,900 [4]	
Parks							
County Review Fee	LS	$9,233	$9,233	$9,233			
Water							
Pioneer Main Fee	LS	$128,200	$152,100	$152,100			
Exterior	LS	$141,680	$168,200	$168,200			
Interior	LS	$189,800	$225,200		$225,200		
Gas							
Interior							
Electricity[3]	27.0 AC	$96,700	$114,700		$114,700		
Total		$2,156,413	$2,804,433	$1,549,033	$1,255,400	$382,900	

[1] Total cost includes engineering fees and administrative fees
[2] Attach a statement of assumptions as basis for preliminary projections.
[3] Indicate any need to relocate on- or off-site lines.
[4] 66.67% Total reimbursable from both Sarpy County and future developments (33.33% from each)

Valuation $ 32,248,800
Debt Ratio 3.62%

Date April 13, 2015

TOTAL EST PUBLIC IMPROVEMENT (Storm Sewer, Sanitary Sewer, Paving) CONSTRUCTION COSTS $980,600 x 1% = $9,806.00

Arthur J. Gallagher & Co.

Arthur J. Gallagher Risk Management Services, Inc.
10050 Regency Circle, Suite 300
Omaha, NE 68114

Phone: (402)397-5050 **Fax:** (402)397-6675

BUUCH1

Invoice # 1331816	Page 1 of 1
Account Number	Date
NEBRWAR-01	5/4/2015
BALANCE DUE ON	
5/4/2015	
AMOUNT PAID	Total Due
	$100.00

Nebraska Warehouse Company; Cannonball Express Inc.
10064 S 134th Street
Omaha, NE 68138

Bond PolicyNumber: 62383042 Company: Western Surety Company Effective: 5/4/2015 to 5/4/2016

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
6828273	5/4/2015	5/4/2015	NEWB	15-16 Public Official Bond-Jonathan M Meyers	$100.00
				Total Invoice Balance:	**$100.00**

Good for the environment. Less paper for you!

Our clients tell us that receiving both a statement and an invoice is duplicative. And we've listened.
Arthur J. Gallagher will only send you an invoice.
If at any time you need a statement, please contact your Client Service Team.

Please include invoice number with your remittance to expedite processing.

Please send your remittance to:

Arthur J. Gallagher Risk Management Services, Inc.
PO Box 71382
Chicago, IL 60694-1382

Arthur J. Gallagher & Co.

Arthur J. Gallagher Risk Management Services, Inc.
10050 Regency Circle, Suite 300
Omaha, NE 68114

Phone: (402)397-5050 **Fax:** (402)397-6675

BUUCH1

Invoice # 1331823	Page 1 of 1
Account Number	Date
NEBRWAR-01	5/4/2015
BALANCE DUE ON	
5/4/2015	
AMOUNT PAID	Amount Due
	$100.00

Nebraska Warehouse Company; Cannonball Express Inc.
10064 S 134th Street
Omaha, NE 68138

Bond PolicyNumber: 62383043 Company: Western Surety Company Effective: 5/4/2015 to 5/4/2016

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
6828287	5/4/2015	5/4/2015	NEWB	15-16 Public Official Bond-James Meyers	$100.00
				Total Invoice Balance:	**$100.00**

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Please include invoice number with your remittance to expedite processing.

Please send your remittance to:

Arthur J. Gallagher Risk Management Services, Inc.
PO Box 71382
Chicago, IL 60694-1382

INVOICE

Invoice #: 101890
Invoice Date: 5/6/2015

File Number: TC1697PR

To:

Farnham & Simpson, P.C., L.L.O.
220 North 89 Street, Suite 201
Omaha, NE 68114
Andrea Griffin
PH 402-934-5588
FX 402-393-2909
RE: Omaha NE
DAMMM LAND, LLC, a Nebraska limited liability company/

From:

TitleCore National, LLC
9140 West Dodge Road, Suite 380
Omaha, NE 68114
402-691-9933

Description	Amount	Qty	
SID Certification	$100.00	1	$100.00
		Subtotal	$100.00
		Tax @ 0 %	$0.00
		Non Taxable Amt.	$0.00
		Grand Total	$100.00

Please Remit To:
TitleCore National, LLC
9140 West Dodge Road, Suite 380
Omaha, NE 68114
402-691-9933

Thank you!

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING SUBDIVISION AGREEMENT BETWEEN SARPY COUNTY, DAMMM LAND, LLC, AND SANITARY AND IMPROVEMENT DISTRICT 306 FOR KRAMBECK INDUSTRIAL PARK, Lots 1 – 3 and Outlots A & B

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104 (Reissue 2012), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103 (Reissue 2012), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 23-114 (Reissue 2012) a County Board of Commissioners shall have the authority to adopt a Zoning Regulation, which shall have the force and effect of law; and,

WHEREAS, the County of Sarpy, DAMMM LAND, LLC, and Sanitary and Improvement District 306, desire to enter into a Subdivision Agreement, a copy of which is attached hereto, which governs the development of Krambeck Industrial Park subdivision, lots 1 – 3 inclusive and Outlots A and B, and which complies with the Zoning Regulation of Sarpy County, Nebraska; and,

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the Subdivision Agreement between the County of Sarpy, DAMMM LAND LLC, and Sanitary and Improvement District 306, is hereby approved and the Chairperson and the Clerk are hereby authorized to execute the same, a copy of said Subdivision Agreement which is attached hereto and marked as Exhibit "A".

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 19th day of May, 2015.

Attest

SEAL

DEBRA J. MCCRIGHTALING, COUNTY CLERK SEAL SARPY COUNTY, NEBRASKA

Sarpy County Board Chairman

County Clerk

KRAMBECK INDUSTRIAL PARK
SUBDIVISION AGREEMENT

This Subdivision Agreement made as of the dates indicated at the signatures below by and between DAMMM LAND, LLC a Nebraska limited liability company (hereinafter "Developer"), Sanitary and Improvement District Number 306 of Sarpy County, Nebraska (hereinafter "District"), and the County of Sarpy, State of Nebraska (hereinafter "County"). Collectively, Developer, District, and County are hereinafter sometimes referred to as the "Parties."

WITNESSETH:

WHEREAS, Developer is the owner of or has been designated by the owner as agent for the development of the parcel of land or real property within the County's zoning and platting jurisdiction shown on the plat attached hereto as Exhibit "A" (hereinafter defined as the "Development Area"), known as Krambeck Industrial Park. The Development Area is located within the corporate limits of Sanitary and Improvement District No. 306 in Sarpy County, Nebraska, which is within the County's zoning and platting jurisdiction; and

WHEREAS, Developer has requested County to approve a specific platting of the Development Area; and

WHEREAS, Developer and District wish to connect to the sewer and water system to be constructed by District Number 306 within the Development Area with the sewer system of County; and

WHEREAS, Developer, District, and County wish to agree upon the manner, method and the extent to which public funds may be expended in connection with the installation and construction of public improvements constructed within and/or serving the Development Area, the extent to which those contemplated public improvements specially benefit property within the Development Area or property adjacent thereto, whose costs shall be specially assessed and those public improvement costs that are deemed to be of general benefit to the property within the District.

WHEREAS, Developer, District and County agree that the terms and conditions hereof shall govern development of the entire Development Area.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION I.

For the purposes of this Agreement, the following words and phrases shall have the following meanings:

A. The "cost" or "entire cost," being used interchangeably, of a type of improvement shall be deemed to include all construction costs, engineering fees, design fees, attorney's fees, testing expenses, publication costs, financing costs, penalties, forfeitures and default charges, and miscellaneous costs, including, among others, interest on warrants to date of the levy of special assessments and fiscal agent's warrant fees and bond fees, owing or to become owing.

B. "Property benefited" shall mean the property that is benefited from the public improvements and is situated either (1) within the Development Area or (2) outside of the Development Area, but inside the corporate limits of District. No special assessments shall be assessed against any outlot nor against any other lot, part of lot, lands and real estate upon which cannot be built a structure compatible with the zoning regulations of said lot except to the extent of the special benefit to said lot, part of lot, lands and real estate by reason of such improvement.

C. "Street intersections" shall be construed to mean the area of the street between the returns of the various legs of the intersection, but in no case shall said area extend in any direction beyond a straight line drawn perpendicular from the centerline of the street to the adjacent lot corner.

D. "General obligation" shall mean the entire costs that are not specially assessed.

E. "Development Area" as shown on Exhibit "A" shall not include any future changes in boundaries unless agreed to in advance in writing by County.

F. "Wastewater" shall include, but not be limited to, wastewater and sewage.

G. "Wastewater sewer line" shall be deemed to include all wastewater lines and sanitary sewer lines. "Wastewater sewer system" shall be deemed to include all wastewater systems and sanitary sewer systems.

H. "County Board" shall mean the County Board of Commissioners of Sarpy County, Nebraska.

SECTION
II.

Developer and District jointly and severally represent and covenant that Developer shall and District shall, thirty (30) days prior to the start of construction, present to the County Clerk for the benefit of County, duly authorized and executed, binding contracts in full force and effect for the timely and orderly engineering, procurement, and installation of the public improvements hereinafter set forth, according to the terms of those contracts; and they shall also provide and deliver to County written confirmation of a duly authorized and executed binding agreement between District and its fiscal agent for the placement of the warrants or bonds of District used for the payment of engineering, procurement, and installation of the improvements hereinafter set forth. Final plans and specifications for Subparagraphs B, C, and D, of this Section II must have the approval of County and shall be submitted to County for review and approval at least

thirty (30) days prior to award of contracts. Developer, District and County agree that the credit of District shall be used for the construction of the following public improvements within the Development Area:

A. Grading of street right-of-way;

B. Construction of and concrete paving of all streets dedicated pursuant to the plat (see Exhibit "A"); all of said paving to be thirty feet in width. All interior streets shall be constructed within the right-of-way as shown on the attached plat and shall be constructed of Portland cement concrete with an integral curb and gutter system. Approval of this Agreement and the plat pertaining thereto shall not constitute the creation of a County Road or acceptance of such platted roads or streets for maintenance by County.

    1. District shall contribute to the cost of the paving and associated improvements to 156th Street along District's western frontage.
    2. District shall pay 100% of the cost of a five foot sidewalk along District's 156th Street frontage.
    3. The timing of the construction of 156th Street road improvements and sidewalk improvements shall be at the County's discretion, dependent upon project priority and funding.
    4. 156th Street paving, associated road improvements, and sidewalk improvements shall be completed in accordance with the terms and conditions of an Interlocal Agreement to be executed by District and County. Said Interlocal Agreement terms shall include the following:
        a. District shall pay for 33% of the cost of the 156th Street improvements along District's frontage. County shall not contribute to the cost of any financing or acquiring financing by District.
        b. A five foot sidewalk shall be constructed concurrently with the 156th Street road improvements and District shall pay 100% of the cost of said sidewalk construction and installation. County shall not contribute financially towards the sidewalk construction and installation.
        c. County shall be the lead agency for both the 156th Street improvements and the sidewalk improvements.
        d. County shall bill District for their respective share and District shall pay within 30 days.
        e. County may bill District periodically.

C. All sanitary sewer mains, manholes, and related appurtenances constructed in dedicated street rights-of-way and easements pursuant to the plat (see Exhibit "A"), shall be located as shown on the plans and specifications for said sanitary sewer improvements prepared by Thompson, Dreessen & Dorner, Inc., Engineers, a copy of which is attached hereto as Exhibit "B."

D. Storm sewers, inlets, manholes, and related appurtenances constructed on and in dedicated street rights-of-way and easements pursuant to the plat (see Exhibit "A") shall be located as

shown on the plans and specifications for said storm sewer and paving improvements prepared by Thompson, Dreessen & Dorner, Inc., Engineers, a copy of which is attached hereto as Exhibit "C."

E. Water distribution mains located within dedicated street rights-of-way dedicated pursuant to the plat (see Exhibit "A") shall be installed as shown on the water plan improvements prepared by Metropolitan Utilities District., a copy of which is attached hereto as Exhibit "D."

F. Gas distribution mains located within dedicated street rights-of-way dedicated pursuant to the plat (see Exhibit "A") shall be installed by Black Hills Energy.

G. Street lighting for public streets dedicated pursuant to the plat (see Exhibit "A") to be installed by the Omaha Public Power District.

H. Underground electrical service to each of the lots within the Development Area, shall be installed by the Omaha Public Power District.

I. A concrete sidewalk shall be provided in the street right-of-way along 156th Street with a minimum width of five feet. All aspects of sidewalk construction shall be governed by the existing County Zoning and Subdivision Regulations and any and all applicable resolutions of the Sarpy County Board of Commissioners, except that the minimum width of the sidewalk shall be 5 feet. Handicap ramps with detectable warning panels shall be constructed at public street intersections. The sidewalks shall be installed according to the 156th Street design and may be installed concurrently with the paving of 156th Street. All sidewalks shall be maintained by abutting property owner or District.

J. Landscaping shall be located as shown on the Landscape Exhibit prepared by Thompson, Dreessen & Dorner, Inc., attached hereto as Exhibit "E". All entry sign features shall be landscaped upon the completion of said feature. Landscaping fronting 156th Street and outlots shall be completed by the end of the growing season of the year following the filing of the Final Plat unless prohibited by road construction, in which case, the landscaping shall be completed at the end of the growing season for the year following completion of road construction. All remaining landscaping shall be installed upon completion of construction of a structure on each lot. All landscaping shall be maintained by abutting property owner or District.

K. Street signs at all intersections per plat (see Exhibit "A") shall comply with the "Manual of Uniform Traffic Control Devices."

L. Sewer fees paid to the County.

M. Post construction stormwater management features and related appurtenances shall be located as shown and constructed in conformity with the Post Construction Stormwater Management Plan, attached hereto as Exhibit "F".

N. The Development Area shall be graded as shown on the Grading Exhibit prepared by Thompson, Dreessen & Dorner, Inc. attached hereto as Exhibit "G". Further, grading shall be in conformance with the Sarpy County Zoning Regulations, inclusive of payment of permit fees when a grading permit is required under said regulations.

O. Fire hydrants shall be installed in the subdivision, prior to the issuance of any occupancy permit for any structure built in said subdivision. The Development Area does not have outdoor warning siren coverage. Within 5 years of the County Board's approval of this Agreement, Developer and District shall either (1) install outdoor warning sirens on property which provide siren coverage to the Development Area or (2) financially participate in the construction and maintenance of an outdoor warning siren in the surrounding area which provides siren coverage to the Development Area. Developer and District are encouraged to work with other developments in the surrounding area to coordinate coverage and share costs associated with installation and maintenance of outdoor warning sirens. The outdoor warning sirens shall be capable of sounding the warning through the Sarpy County radio system.

P. Erosion control shall be performed by seeding the Development Area, controlling erosion of areas disturbed by grading operations, constructing temporary terraces on slopes, temporary silting basins and spillways, and any additional measures necessary to prevent erosion, damage and sedimentation to adjacent properties and public rights-of-way. All erosion control measures shall adhere to the Sarpy County Stormwater Regulations.

SECTION
III.

It is agreed that the credit or funds of District shall not be used for the engineering, procurement, or construction of any improvements of facilities within the Development Area except those public improvements specified in Section II hereof or as otherwise provided in this Agreement. By way of specification and not by way of limitation, the Parties agree that the District shall not incur any indebtedness or otherwise involve its credit or expend any of its funds in the construction, acquisition, or improvement of any swimming pool, golf course, park, playground or other recreational facility, or any interest in real estate, without the express prior written approval by Resolution of the Sarpy County Board of Commissioners. Developer and District covenant that there shall be no general obligation of the District without prior written approval of County.

SECTION
IV.

Developer and County agree that the entire cost of all public improvements constructed by District within the Development Area (see Exhibit "A") as authorized by Sections II and III, above, shall be defrayed as follows:

A. One hundred percent (100%) of the entire cost of all paving and street construction will be paid by special assessment against the property benefited, except that the cost of the paving

and construction of street intersections, the cost of one-half of the street width at park or publicly owned outlot frontage, the cost of pavement thickness in excess of nine (9) inches, and the cost of pavement width in excess of thirty (30) feet exclusive of curbs and gutters, shall be borne by general obligation of District. The cost of curbs for purposes of assessment shall be one hundred percent (100%) specially assessed against the property benefited thereby. Regulatory and street name signs shall be purchased and installed by District. The cost of regulatory and street name signs may be a general obligation of District.

B. The cost of sidewalks along exterior arterial streets, or publicly owned outlot frontage, may be borne by general obligation of District.

C. One hundred percent (100%) of the entire cost of sanitary sewers, including manholes and other appurtenances, shall be paid by special assessment against property benefited within the Development Area

    1. One hundred percent (100%) of Sewer fees paid to the County for the sanitary sewer represented on Exhibit "B" attached hereto may be generally obligated.

D. One hundred percent (100%) of the entire cost of all storm sewers, including manholes, inlets, easements and related appurtenances, may be a general obligation of the District.

E. One hundred percent (100%) of the entire cost of the water distribution system serving the Development Area shall be specially assessed against the property benefited within the Development Area. Refunds, if any, shall be credited in the manner used for underground power as provided in Section IV (H) thereof. One hundred percent (100%) of the entire cost of the water approach mains and any pioneer main fees may be a general obligation of the District.

F. One hundred percent (100%) of the entire cost of the gas distribution system serving the Development Area shall be specially assessed against the property benefited within the area to be served. One hundred percent (100%) of the entire cost of the gas approach mains and any pioneer main fees may be a general obligation of the District.

G. One hundred percent (100%) of the cost of the monthly contract charges paid to Omaha Public Power District for furnishing the lighting of public streets shall be paid out of the general operating fund of District.

H. All contract charges for underground power or natural gas authorized to be paid by District to the Omaha Public Power District or to any public gas utility, including both the basic charges and refundable charges, together with all other charges as fall within the definition of entire cost as defined in this Agreement, including all penalties and default charges, and are allocable to such contract charges, shall be specially assessed against property within the Development Area. Any refund of the refundable portion of the underground electrical service charge for a particular lot which shall be made by Omaha Public Power District to District or its successors shall be credited as follows:

1. If the refund is prior to the levy of special assessments for underground electrical service, said refund shall be credited as a reduction in the total cost of the underground electrical services to be levied against said lot.

2. If the refund is after the date of the levy of special assessments for underground electrical service, said refund shall be credited as a payment on the balance owing on the special assessment levied against said lot in connection with underground electrical service for said lot.

3. If the refund is after the date of levy and payment in full of special assessment, said refund shall be repaid to persons paying the special assessment or their assignees.

I. Fire hydrants shall be provided by Developer at Developer's cost or by the District and specially assessed against the property within the Development Area. The type of hydrants and control valves and the location of the hydrants must be approved by the applicable fire chief. Fire hydrants shall be installed in the subdivision, prior to the commencement of construction on any structure within the subdivision. The applicable fire chief shall determine the type and specifications for fire hydrants. The Development Area does not have outdoor warning siren coverage. Within 5 years of the County Board's approval of this Agreement, Developer and District shall either (1) install outdoor warning sirens on property which provide siren coverage to the Development Area or (2) financially participate in the construction and maintenance of an outdoor warning siren in the surrounding area which provides siren coverage to the Development Area. Developer and District are encouraged to work with other developments in the surrounding area to coordinate coverage and share costs associated with installation and maintenance of outdoor warning sirens. The outdoor warning sirens shall be capable of sounding the warning through the Sarpy County radio system. The cost for said outdoor warning sirens shall be treated as a general obligation cost of the District.

J. One hundred percent (100%) of the entire cost of the original street signs shall be a general obligation of the District. All street signs shall conform to County standards. Decorative, ornamental, or any other signs as allowed in the "Manual of Uniform Traffic Control Devices" shall not be installed unless prior written approval by the County Board is received. The County's written approval for decorative or other signs as allowed in the "Manual of Uniform Traffic Control Devices" shall only be required while the Development Area is within the zoning jurisdiction of the County. One hundred percent (100%) of the entire cost of decorative, ornamental, or any other signs not allowed in the "Manual of Uniform Traffic Control Devices" shall be at the cost of Developer. One hundred percent (100%) of the maintenance costs for the street signs shall be paid from the general operating fund of District.

K. Silt ponds/basin: The initial construction cost of grading and piping for temporary sediment and erosion control facilities shall be paid for privately by the Developer. Removal of sediment and erosion control measures may be a general obligation of the District. District shall maintain silt pond/basin as described in subparagraph 2 below.

1. Sediment removal shall be paid as follows:
    a. During the initial construction of public streets and sewers, the District may pay for the removal as a general obligation of the District.
    b. For all subsequent sediment removal, the District shall pay for the work in accordance with Section IV.L., immediately hereinafter..

2. District shall maintain the silt pond/basin such that the silt pond/basin does not become a nuisance or hazard to the community.
    a. If at any time County determines that the silt pond/basin is a hazard or a nuisance, County will send a notice to the District with a recommendation to either (i) remedy said hazard or nuisance or (ii) remove the silt pond/basin. District shall comply with County's recommended action in the notice letter. If after thirty (30) days District does not comply with County's recommended action as provided in the notice letter, at County's discretion, County may fix the nuisance or hazard (up to and including silt pond/basin removal) and District shall be responsible for any and all costs of said remedy or removal.

L. One hundred percent (100%) of the entire cost of all post-construction stormwater management features and related appurtenances may be a general obligation of the District, provided:

1. Land acquisition for the construction of permanent post-construction stormwater management features may be a general obligation of the District. The District shall own and maintain these properties in accordance with the provisions of this Agreement. All necessary easements to the County and the District shall be granted at the time of platting. The District may expend up to 20% soft costs to consummate the transaction. The District intends to acquire Outlot "A", which contains the stormwater drainage improvements and the permanent post-construction stormwater management features from the Developer. The District may acquire Outlot "A" pursuant to this paragraph, provided that the cost of acquisition shall be based on a fair market value appraisal and in no event shall exceed Developer's proportionate cost for the acquisition of the Development Area.

2. Construction of post-construction stormwater management features or "BMPs" (Best Management Practices) may be a general obligation of the District, provided they are in conformance with the "Omaha Regional Stormwater Design Manual" and are able to be publicly maintained.

3. Maintenance of post-construction stormwater management features may be paid from the operating fund of the District, provided the maintenance activities are required to maintain the water quality benefits as designed. Routing mowing, landscaping, screening or other amenities that do not contribute to water quality shall be paid for by the Subdivider and maintained by the Association.

4. Closure or removal of post-construction stormwater management features may be a general obligation of the District.

5. Streets, sewers and sidewalks adjacent to land acquired for post-construction stormwater management features shall be specially assessed or paid for privately.

M. Any charges not specifically approved for general obligation in Paragraphs A. through L. of this Section shall be specially assessed.

N. Developer and District covenant that there shall be no other general obligation without the prior written approval of County.

SECTION
V.

District may make certain payments in connection with the extension of water and gas to the boundary of the District with the costs to be defrayed as follows:

A. Payment to the utility for such extension shall be made only to the extent the utility by policy of practice does not absorb the cost of such extension.

B. If the extension main is primarily designed and sized to serve the Development Area and no oversizing for service to areas outside the Development Area is involved, then all payments to the utility and related costs shall be one hundred percent (100%) specially assessed. Connection refunds, if any, received for the utility shall be credited in a manner similar to that provided for underground electric service in Subsection IV.H. hereof.

C. If the extension main is designed and sized to serve properties outside of the Development Area, the cost of the extension main that would be installed if only the Development Area were to be served shall be specially assessed and the cost of oversizing the main above that size may be borne by general obligation. Refunds from the utility attributable to oversizing cost shall be credited to the Construction Bond Fund of the District. Refunds from connections within the Development Area shall be credited in a manner similar to that for underground electrical service as provided in Subsection IV.H. hereof.

D. The credit or refunds of the District shall not be used for payment of individual property connection fees for utilities. When credit or refunds of District are used to pay sewer fees to the County, the entire cost thereof shall be specially assessed against the properties served or benefited.

SECTION
VI.

Credits or funds of District may be used to pay for any improvements specified and authorized in the Agreement, but not for any other purpose. Provided, however, District may issue warrants for the purpose of paying for repairs, maintenance, and operating costs of District, such to be paid out of funds obtained by District through its general fund mill levy, or where allowed by law, such warrants may be paid from special assessments or fees or charges. Maintenance, repair, and reconstruction of a public improvement shall not be a general obligation of District without the prior written approval of County. District shall not acquire any interest in real property without the prior written approval of County.

SECTION
VII.

The wastewater system of the District shall be subject to the conditions and provisions hereinafter specified.

A. County hereby grants permission to District to connect its wastewater sewer system to the wastewater sewer system within the zoning jurisdiction of County in conformity with plans and specifications submitted by District and approved in writing by the County. . County shall have the right to collect applicable fees and charges for any connections to County's wastewater system

B. District shall not permit any connection to any outfall sewer outside the boundaries of District, or to any sewer which drains onto said outfall, without prior written approval by County, according to any laws, rules or regulation that may be applicable.

C. The portion of the wastewater sewer system within the boundaries of the District shall remain the property of the District, and shall be maintained in good working order by District to adequately serve all users of said wastewater sewer system.

D. District shall not charge any property within the jurisdiction of County, or owner of such property which is within the jurisdiction of County, for any connection approved by County.

E. At all times all wastewater from and through said District into County's wastewater sewer system shall be in conformity with the ordinances, regulations, and conditions applicable to sewers and wastewater within the zoning jurisdiction of County as now existing and as from time to time amended.

F. Before any connection from any premises to the wastewater sewer system of District can be made, a permit shall be obtained for said premises, and its connection from the proper department of County. Said permit shall be obtained on the same terms, conditions, and requirements of County and for the applicable permit fee of County for connection to the wastewater sewer system within the zoning jurisdiction of County. It being expressly understood that County reserves the right to collect all connection charges and fees as required by County regulations, ordinances or rules now or hereafter in force. All such connections shall comply with minimum standards prescribed by County.

G. Notwithstanding any other provision of this Agreement, County retains the right to disconnect the wastewater sewer of any industry or other sewer user within the Development Area which is discharging into the wastewater sewer system in violation of an applicable ordinance, statute, rule, or regulation, whether local, state, or federal.

H. District warrants that it has not employed or retained any company or person, other than a bona fide employee working for District, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than a bona fide employee working for District any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or

violation of this warranty, County shall have the right to annul this Agreement without liability to Developer or District. District shall require the same warranty from each contractor with whom it contracts in any way pertaining to its wastewater sewer system. The Prohibition provided for herein shall not apply to the retention of any attorney or other agent for the purpose of negotiating any provision of this Agreement where the existence of such agency has been disclosed to County.

I. Subletting, assignment, or transfer of all or part of any interest of District hereunder is prohibited.

J. District is i) bound by and to any provisions of any ordinances, rules, and regulations made, amended or hereafter made and adopted by County applicable to sanitary and improvement districts whose wastewater sewers connect directly or indirectly with or into any part of the wastewater sewer system within the zoning of County; and ii) bound by any terms and provisions which by ordinance, resolution, regulation or rules of County now in existence, amended, or hereafter adopted or provided as applicable to or required in contracts with sanitary and improvement districts or in order to permit or continue the discharge of any wastewater from a sanitary and improvement district to flow into or through any part of the wastewater sewer system within the zoning jurisdiction of County.

SECTION VIII.

Developer and District covenant and agree that District shall:

A. Abide by and incorporate into all of its construction contracts the provisions required by the regulations of County pertaining to construction of public improvements in subdivisions and testing procedures therefore.

B. Except as may otherwise be agreed to by the County, all of District's levy of special assessments shall be made in such a manner so as to assure that the entire burden of the levy is borne, on an equitable basis, by lots or parcels which are truly building sites. Developer and District certify that to the best of their knowledge all lots and parcels shown on the plat of the Development Area (Exhibit "A" hereto) are buildable sites. At the discretion of County, it may require Developer and District to prove to the satisfaction of County that a certain lot or parcel is a buildable site. Should a lot or parcel be determined by County not to be a buildable site, the cost of improvements that would otherwise have been levied against said lot or parcel shall be spread and levied against lots and parcels within the Development Area that are buildable sites.

C. Prior to commencement of the construction of improvements, District shall obtain and record all permanent easements with the Sarpy County Register of Deeds Office for all sanitary, water, and storm sewer lines as determined by County's engineer and/or surveyor. Said easements shall be in form satisfactory to the County's attorney and the County's engineer and/or surveyor.

D. Provide to County at least thirty (30) days prior to the meeting of the Board of Trustees of District to propose the levy of special assessments, the following information:

1. A detailed schedule of the proposed special assessments and the amount of general obligation costs of any improvement or acquisition;

2. A plat of the area to be assessed; and

3. A full and detailed statement of the entire cost of each type of improvement, which statement or statements shall separately show:

   a. The amount as paid to the contractor;

   b. A separate itemization of all other costs of the project including, but not limited to, engineering fees, attorney's fees, testing expenses, publication expenses, estimated interest on all warrants to date of levy and the estimated fiscal agent's levy of special assessments, and estimated fiscal agent's warrant fees and bond fees;

   c. A special itemization of all costs of District not itemized in a. or b. above;

   d. Certification by District's engineer that the information and schedules provided to County in respect to special assessments are true and correct and that the use of funds and credit of District and proposed levies of special assessments have been made in conformity with the terms of this Subdivision Agreement;

   e. Certification by the District's engineer of proposed assessment schedules prior to advertising for any hearing of District to be held for the purpose of equalizing of levying special assessments against property benefited by any improvements constructed by District in compliance with state statutes; and

   f. District shall not less than ten (10) days prior to the Board of Equalization hearing of District, give notice in writing to County that the Board of Equalization will be convened on that date for the consideration of the levying of special assessments and equalization and apportionment of debt;

E. Make its annual mill levy sufficient to fully comply with the Nebraska Budget Act. Such annual mill levy shall be in an amount sufficient to timely pay the indebtedness and interest thereon for public improvements.

F. Be responsible for securing all local and state permits necessary for construction, and to construct all systems in accordance with existing environmental, health, safety and welfare rules, regulations, and standards as may be in place at the time of construction.

G. If the Development Area is situated within the Future Growth and Development area of municipality as determined under the Industrial Sewer Act (LB 1139, Laws Nebraska, 1994), then the Developer and District agree to abide, and to generally assist County in its compliance with, the terms of such Act and the Interlocal Cooperation Agreement under such act to which the County may be a party.

SECTION
IX.

Developer, District and County acknowledge that County has entered into an Interlocal Cooperation Act Agreement for the Continuation of the Papillion Creek Watershed Partnership, hereinafter "Watershed Partnership Agreement" as from time to time amended. The Watershed Partnership Agreement contains provisions applicable to the Development Area. Specifically, the Parties recognize the County's right to collect Watershed Fees at the time of the issuance of a building permit. County shall collect said Watershed Fees in accordance with the County's existing Watershed Fee Schedule at the time of the building permit application.

SECTION X.

County has adopted a Master Fee Schedule and an Arterial Street Improvement Program. Developer and District agree to pay all fees as required under the Master Fee Schedule and Arterial Street Improvement Program.

SECTION
XI.

It is mutually agreed that District and Developer shall pay a fee to County to cover engineering, legal and other miscellaneous expenses incurred by County in connection with any necessary review of plans and specifications in connection with the construction projects performed by District. Said fee shall be the greater of Five Thousand Dollars ($5,000.00) or one percent (1%) of the estimated public improvement construction costs (excluding electrical construction costs) at the time the proposed public improvements are to be constructed. The fee shall be allocated to special assessments and general obligation in the same proportion as costs of the particular construction project and shall be paid within 30 days of the Sarpy County Board of Commissioner's approval of this Agreement.

SECTION
XII.

District created by Developer is shown on Exhibit "A" attached hereto and incorporated herein. The improvements cited herein or depicted on the plat attached hereto understood to be the minimum acceptable to County.

SECTION
XIII.

Prior to the commencement of the construction of the improvements contemplated by this Agreement, Developer and District shall submit all plans and specifications to the Sarpy County Building Inspector or designated representative for review and approval. Copies of all subsidiary and/or ancillary agreements with utility companies and others providing service for the public improvements contemplated by this Agreement is signed. "As built" plans shall be filed by District's engineer within sixty (60) days of District's acceptance or work, and in no event later than the filing of information to be provided pursuant to Subsection VIII.D. above.

SECTION
XIV.

District and Developer shall not discriminate against any parties on account of race, national origin, sex, age, political or religious affiliations, or disabilities in violation of federal or state or local ordinances.

SECTION
XV.

The Parties shall, without cost to County, conform to the requirements of the applicable County regulations and ordinances and any change in those regulations and ordinances.

SECTION
XVI.

Each party agrees to provide the other Parties with as much advance notice as is reasonably possible when this Agreement calls for the approval of a Party before an action can be taken. The Parties agree to cooperate in the undertakings contemplated by this Agreement and shall share and exchange necessary reports and other documents as required and when reasonably requested by other Parties to this Agreement. Any notice required under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, to the addresses as noted below. Any party to this Agreement may change its address for notice specified hereunder by sending written confirmation of such change by certified mail, return receipt requested, to the other Parties to this Agreement. The addresses for the purpose of notice and other communications are as follows:

For Developer:
Dammm Land, LLC
10064 South 134th Street
Omaha, NE 68138

For Sanitary and Improvement District:
SID 306
10064 South 134th Street
Omaha, NE 68138

With a Copy To:
Jeffrey B. Farnham
FARNHAM & SIMPSON, PC, LLO
220 N. 89th Street, Suite 201
Omaha, NE 68114

For County:
County Clerk, County of Sarpy
1210 Golden Gate Dr., Box 1250
Papillion, NE 68046

and

Planning and Building Department, County of Sarpy
1210 Golden Gate Dr.
Papillion, NE 68046

SECTION
XVII.

This Agreement shall be binding upon the Parties, their respective successors and assigns. The covenants, warranties, and other obligations of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors, and assigns. The Parties agree that a Party's obligation to perform pursuant to this agreement may only be released to the extent said obligation is assumed, by written agreement or by operation of law, by the respective heirs, personal representatives, successors, and assigns.

SECTION
XVIII.

The laws of the State of Nebraska shall govern as to the interpretation, validity, and effect of this Agreement.

SECTION
XIX.

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the Parties with respect to the subject matter of this Agreement. This Agreement may not be amended, modified, or altered unless by written agreement signed by all Parties to this Agreement.

SECTION
XX.

Every representation, covenant, warranty, or other obligation within this Agreement shall carry with it an obligation of good faith in its performance or enforcement.

SECTION
XXI.

Developer and Sanitary and Improvement District represent, covenant, and warrant that the making and execution of this Agreement, and all other documents and instruments required hereunder, have been duly authorized by the necessary corporate action of Developer and have been duly approved and authorized by the Board of Trustees of District, and are valid, binding, and enforceable obligations of Developer and District in accordance with their respective terms.

SECTION
XXII.

This Agreement may be recorded at the option of any party hereto at the expense of the recording party.

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 triplicate on the dates indicated with the signatures below.

Executed by Sarpy County this 19th day of May, 2015.

SARPY COUNTY, NEBRASKA,
A Political Subdivision

Chairperson, Board of Commissioners

Attest:

DEBRA J. HOUGHTALING, COUNTY CLERK
SEAL
SARPY COUNTY, NEBRASKA

Sarpy County Clerk

Approved as to form:

Sarpy County Attorney

Executed by District this 4th day of June, 2015.

SANITARY & IMPROVEMENT DISTRICT
No.306 of Sarpy County, Nebraska

Chairperson, Board of Trustees

Attest:

Clerk, Board of Trustees

Executed by Developer this 4th day of June, 2015.

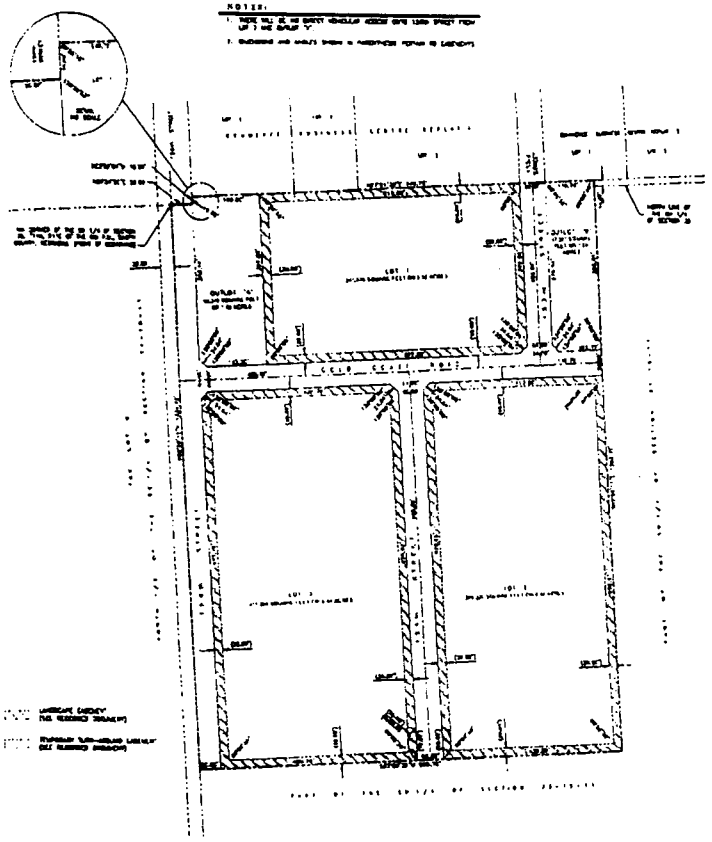
Developer:
DAMMM LAND, LLC

Co-Managing Member

Co. Managing Member

KRAMBECK INDUSTRIAL PARK

LOTS 1, 2, 3 AND OUTLOTS "A" AND "B"



TD2 engineering & surveying

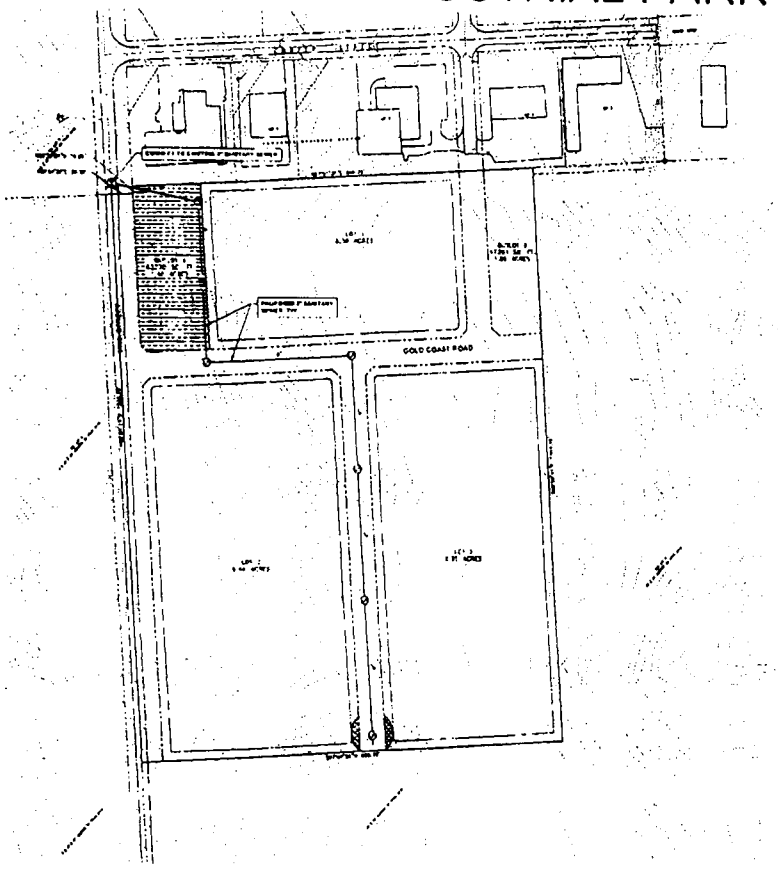
KRAMBECK INDUSTRIAL PARK
LOTS 1, 2, 3 AND OUTLOTS "A" AND "B"

Job No. A178-119A
Drawn By RJR
Reviewed By JDW
Date JANUARY 23, 2018
Book
Page

SARPY COUNTY
FINAL PLAT

EXHIBIT A

KRAMBECK INDUSTRIAL PARK



TD2

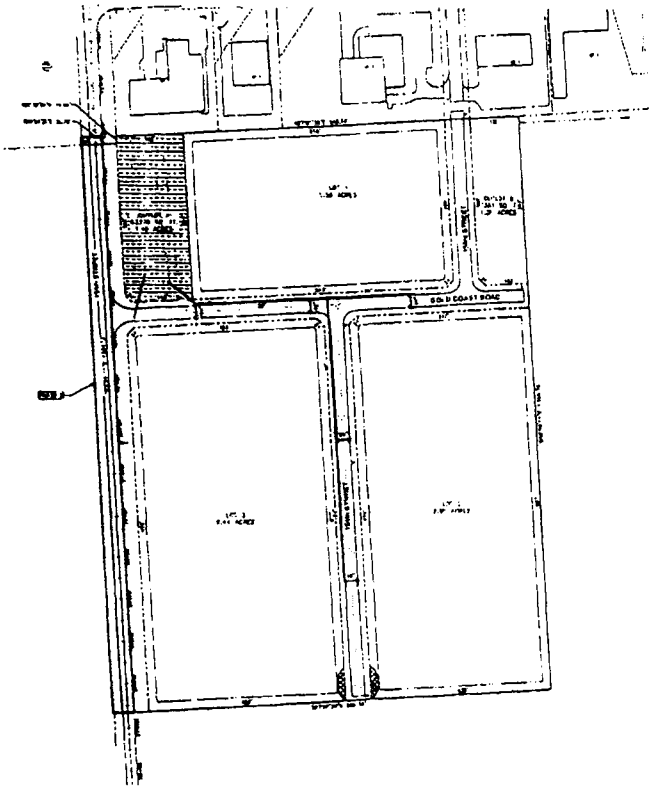
Krambeck Industrial Park

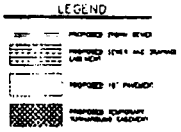
Cannonball Express, Inc.

Sanitary Sewer Plan

Exhibit B

KRAMBECK INDUSTRIAL PARK





TD2

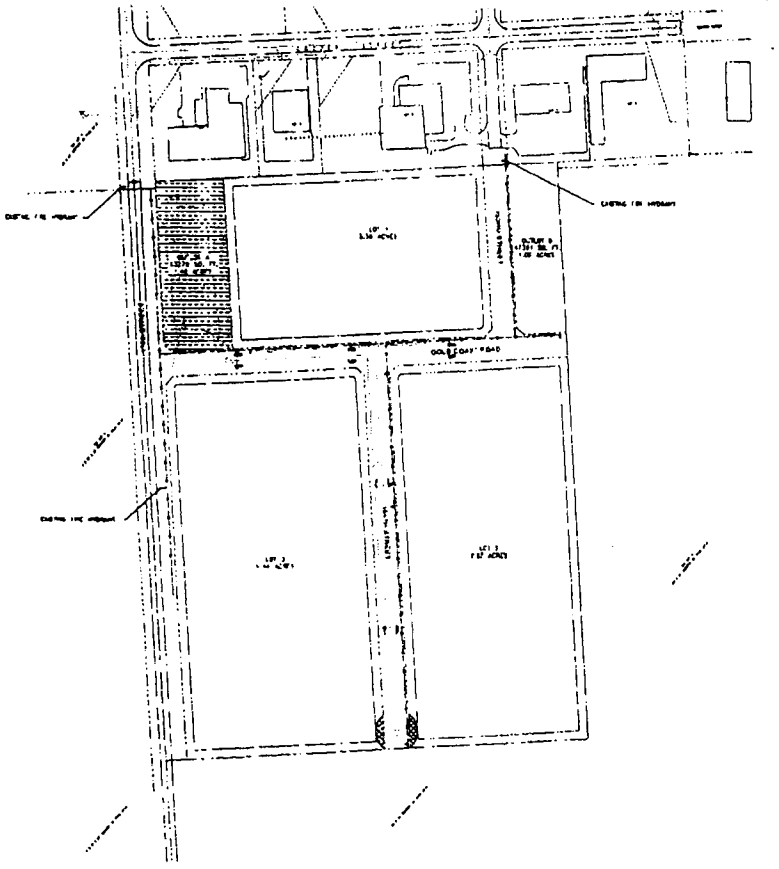
Krambeck Industrial Park

Cannonball Express, Inc.

Paving and Storm Sewer Plan

Exhibit C

KRAMBECK INDUSTRIAL PARK



NOTE

LEGEND

N

TD2

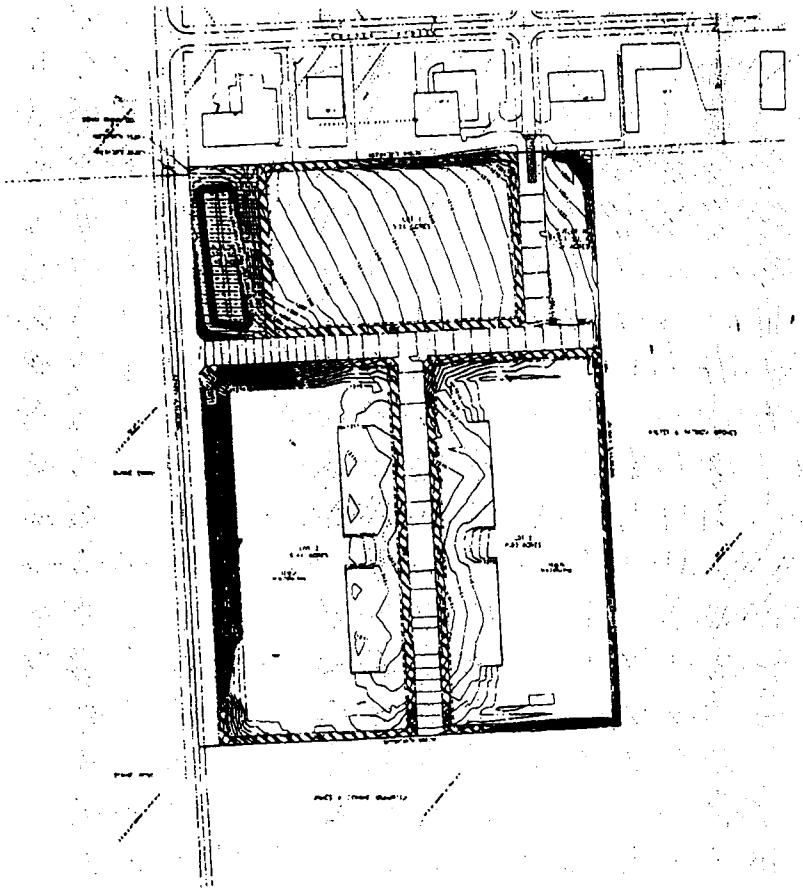
Krambeck Industrial Park

Cannonball Express, Inc.

Water Plan

Exhibit D

KRAMBECK INDUSTRIAL PARK



NOTE

LEGEND

N

TD2

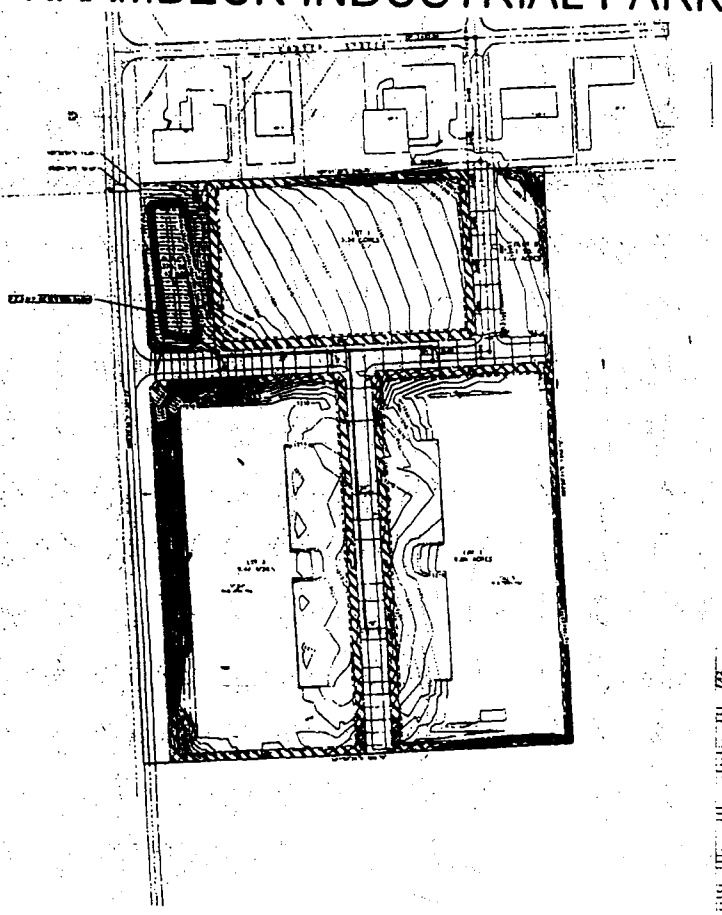
Krambeck Industrial Park

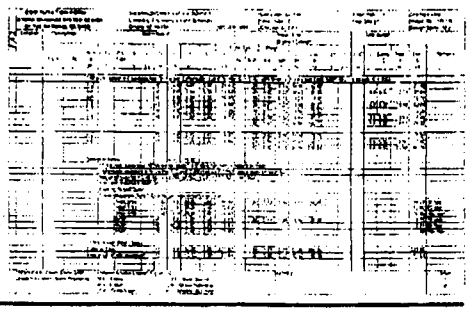
Cannonball Express, Inc

Landscape Plan

Exhibit E

KRAMBECK INDUSTRIAL PARK





TD2

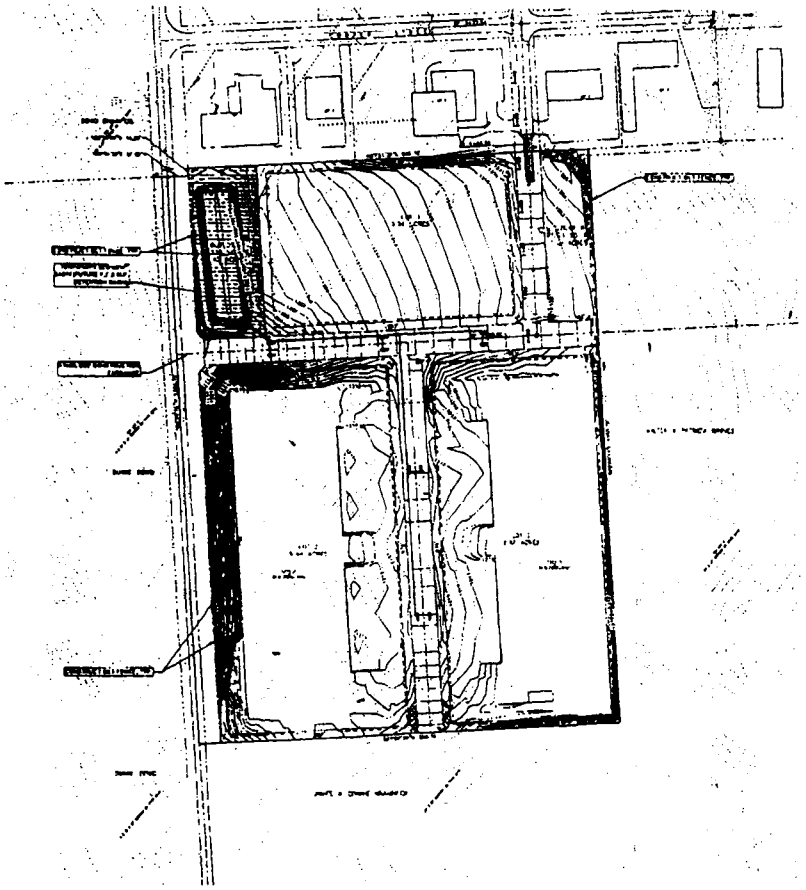
Krambeck Industrial Park

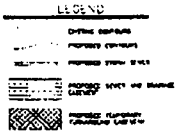
Cannonball Express, Inc.

Post Construction Stormwater Management Plan

Exhibit F

KRAMBECK INDUSTRIAL PARK





TD2

Krambeck Industrial Park

Cannonball Express, Inc.

Grading and Erosion Control Plan

Exhibit G

AGENDA FOR SID #306
BOARD OF TRUSTEES MEETING
3:00 P.M., WEDNESDAY JUNE 10, 2015
10064 SOUTH 134th STREET
OMAHA, NEBRASKA

I. Call to Order - Opening of the Meeting by the Chairman.

Advise members of the public that:

A. One copy of all reproducible written material to be discussed at this meeting is available for examination or copying.

B. One current copy of the Open Meetings Act is posted in the meeting room.

II. Roll Call.

III. Public Comments on Agenda Items.

IV. New Business

A. Consideration of and vote on Resolution of Advisability and Necessity for the project entitled Paving and Storm Sewer – Section 1

B. Paving and Storm Sewer – Section 1 – Consideration of bids and awarding of contract

C. Consideration of and vote on Resolution of Advisability and Necessity to authorize the Chairman and Clerk to pay to Sarpy County, Nebraska Sanitary Sewer Connection Fees

D. Consideration of Certificate to County Treasurer

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

1.	Sarpy County Sanitary Sewer Connection Fees	$132,216.40
2.	Sarpy County Administration and Review Fees	$9,806.00
3.	D.A. Davidson Placement of Construction Fund Warrants (5%)	$7,101.12

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

1.	Arthur J. Gallagher Risk Management, Inc. Invoices No. 133186 and 1331823 Premiums for Chairman/Clerk Bonds	$200.00
2.	TitleCore Invoice No. 101890 SID Certification	$100.00
3.	D.A. Davidson & Co. Placement of General Fund Warrants (5%)	$15.00

G. Ratification and Approval of Construction Fund Warrants

1.	*Warrant Nos. 1-27* - Sarpy County Sanitary Sewer Connection Fees	$132,216.40
2.	*Warrants Nos. 28-29* – Sarpy County Administration and Review Fees	$9,806.00
3.	*Warrant Nos. 30-31* – D.A. Davidson & Co. Placement of Construction Fund Warrants	$7,101.12

H. Ratification and Approval of General Fund Warrants

1.	*Warrant No. 32* – Arthur J. Gallagher Risk Management Service, Inc. Invoices Nos. 133186 and 1331823	$200.00
2.	*Warrant No. 33* - TitleCore Invoice No. 101890 SID Certification	$100.00
3.	*Warrant No. 34* - D.A. Davidson & Co. Placement of General Fund Warrants (5%)	$15.00

VII. Future Agenda Items/Board Calendar

VIII. Public Comments on Non-Agenda Items

IX. Adjournment