LAW OFFICE
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220 NORTH 89TH STREET, SUITE 201
OMAHA, NEBRASKA 68114
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ANDREA M. GRIFFIN†
DIRECT (402) 934-5588
andrea@farnhamandsimpsonlaw.com
†ALSO ADMITTED IN IOWA

September 22, 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, September 9, 2015 for 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

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 11th day of September, 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 11:00 A.M. ON SEPTEMBER 9, 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 11:00 a.m. on September 9, 2015 at 10064 South 134th Street, Omaha, Nebraska.

Present at the meeting were Trustees Jonathan M. Meyers, James Meyers, Tamara Meyers-Draeger, Bruce Meyers and Joseph 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 August 26, 2015 and September 2, 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 then presented a copy of a Sarpy County Surveyor – Engineer Permit to Occupy or Use County Road Right-of-Way Permit. Original application for such Permit was made by Metropolitan Utilities District for the project known as Water – Section 1. This Permit has been approved by Dennis L. Wilson, Sarpy County Public Engineer/Sarpy County Public Works Department. The Clerk was directed to attach a copy of such Permit and attachments to these minutes. The Chairman noted that the

Resolution of Advisability and Necessity for Water – Section 1was passed and approved by the Board on August 19, 2015.

The Clerk certified that notice of this meeting concerning the project known as Power – 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 Power – 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 August 19, 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, James Meyers, Tamara Meyers-Draeger, Bruce Meyers and Joseph 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 Power – 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, including the execution of an Underground Service Agreement, a copy of which is attached hereto.

There was next presented Payment Recommendation No. 2 from Thompson, Dreessen & Dorner, Inc. recommending payment to Anchor Construction Co. in connection with the project known as Sanitary Sewer – Section 1, in the amount of Thirteen Thousand Nine Hundred Nine and 68/100 Dollars ($13,909.68). The Clerk was directed to attach a copy of such Payment Recommendation No. 2 to these minutes. The Chairman recommended the issuance of a warrant for such amount to

Anchor Construction Co. The Chairman noted that the Resolution of Advisability and Necessity for Sanitary Sewer – Section 1 was passed and approved by the Board on May 27, 2015.

The Board was next reminded that the Resolution of Necessity and Advisability adopted on August 19, 2015 authorized the Chairman to execute a Water Main Extension Agreement with Metropolitan Utilities District on behalf of the District obligating the District to pay the sum of Three Hundred Nineteen Thousand Three Hundred Fifty Eight Dollars ($319,358.00) to Metropolitan Utilities District in connection with the project known as Water – Section 1. The Chairman recommended the issuance of warrants for such amount to Metropolitan Utilities District.

The Board was next reminded that the Resolution of Necessity and Advisability adopted at this meeting authorized the Chairman to execute an Underground Service Agreement with Omaha Public Power District on behalf of the District obligating the District to pay the sum of Ninety Six Thousand Five Hundred Fifty Two and 60/100 Dollars ($96,552.60) to Omaha Public Power District in connection with the project known as Power – Section 1. The Chairman recommended the issuance of warrants for such amount to Omaha Public Power District.

There was next presented Invoice No. 306-02 from Farnham & Simpson, PC, LLO for legal services in connection with the payment of Sanitary Sewer Connection Fees and Sanitary Sewer – Section 1 Payment Recommendation No. 2, Water – Section 1, and Power – Section 1, in the total amount of Twenty One Thousand Four Hundred Ninety One and 01/100 Dollars ($21,491.01). 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 Farnham & Simpson, PC, LLO. The Chairman noted that the Resolution of Advisability and Necessity for Sanitary Sewer – Section 1 was passed and approved by the Board on May 27, 2015. The Chairman noted that the Resolution of Advisability and Necessity for Water – Section 1 was passed and approved by the Board on August 19, 2015. The Chairman noted that the Resolution of Advisability and Necessity for Power– Section 1 was passed and approved by the Board today, September 9, 2015.

The Clerk next directed the attention of the Board of Trustees to the fact that D.A. Davidson & Co. will place Four Hundred Fifty One Thousand Three Hundred Eleven and 29/100 Dollars ($451,311.29) in warrants at this time and that the contracted charge for such placement of warrants is five percent (5%) or Twenty Two Thousand Five Hundred Sixty Five and 56/100 Dollars ($22,565.56) 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. 60-109 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 September 9, 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 No. 60 for the amount of Ten Thousand Dollars ($10,000.00) and Warrant No. 61 for the amount of Three Thousand Nine Hundred Nine and 68/100 Dollars ($3,909.68), payable to Anchor Construction Co. pursuant to Payment Recommendation No. 2 in connection with the project known as Sanitary Sewer – Section 1.
> >
> > Warrants Nos. 62-92 for the amount of Ten Thousand Dollars ($10,000.00) each and Warrant No. 93 for the amount of Nine Thousand Three Hundred Fifty Eight Dollars ($9,358.00), payable to Metropolitan Utilities District in connection with the project known as Water – Section 1.
> >
> > Warrants Nos. 94-102 for the amount of Ten Thousand Dollars ($10,000.00) each and Warrant No. 103 for the amount of Six Thousand Five Hundred Fifty Two and 60/100 Dollars ($6,552.60), payable to Omaha Public Power District in connection with the project known as Power – Section 1.

Warrant Nos. 104 and 105 for the amount of Ten Thousand Dollars ($10,000.00) each and Warrant No. 106 for the amount of One Thousand Four Hundred Ninety One and 01/100 Dollars ($1,491.01), payable to Farnham & Simpson, PC, LLO in payment of Invoice No. 306-02 for legal services in connection with Sanitary Sewer – Section 1, Water – Section 1, and Power – Section 1.

Warrant Nos. 107 and 108 for the amount of Ten Thousand Dollars ($10,000.00) each and Warrant No. 109 for the amount of Two Thousand Five Hundred Sixty Five and 56/100 Dollars ($2,565.56) payable to D.A. Davidson & Co. for the placement and/or sale of Construction Fund warrants issued at this meeting.

FURTHER 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

SARPY COUNTY
SURVEYOR – ENGINEER

PERMIT TO OCCUPY OR USE
COUNTY ROAD RIGHT - OF - WAY
FOR MISCELLANEOUS PURPOSES

DATE: May 19, 2015

Application is hereby made to the Sarpy County Surveyor – Engineer by:

Metropolitan Utilities District 3100 So. 61st Ave. Omaha, Nebraska 68106
NAME & ADDRESS ZIP

(402) 504-7903
PHONE

CONTRACTOR

OWN FORCES, FOREMAN

Install 12" & 8" Water Mains (Krambeck Industrial Park)
DESCRIBE TYPE OF WORK APPLICANT WISHED TO PERFORM

WP1370

156th St. & Gold Coast Rd.
DESCRIPTION ON COUNTY RIGHT –OF- WAY

All detailed information such as locations, elevations, cuts, fills, distances and dimensions shall be shown on applicant's plan and specifications as submitted to Sarpy County.

SARPY COUNTY
GENERAL RULES & REGULATIONS

Forty – eight (48) hours notification is required prior to any work within Sarpy County right – of- way. (Telephone 339-4606) the construction will comply with the State of Nebraska Department of Roads Standard Specifications for Highway Construction.

No open cuts of hard – surfaced roads will be allowed except by express written permission from the Sarpy County Engineer. If an open cut has been allowed, on concrete roadways, the applicant is to replace panel(s) as per attached standard drawings. If an open cut has been allowed on asphalt roadways, the applicant shall make an opening 1'-0" larger on all sides. Depth of replacement surfacing shall be 2" greater than the existing surface thickness. It is the responsibility of the applicant to whom the permit was issued to replace the surfacing material. Surfacing material will be as follows: Concrete shall be 47B Standard mix, Asphalt shall be 5/8" Omaha Standard Mix.

Backfill of open trenches shall be placed in layers not exceeding eight (8) inches uncompacted thickness and each layer mechanically compacted at optimum moisture content (18%) to a density at least 95% or equal to that of the existing undisturbed ground which will prevent excessive settlement or shrinkage. Compaction tests shall be required with tests results given to Sarpy county for their records. Photo's shall be submitted showing before, during and after construction.

No backfilling shall take place in freezing weather except the permission of the Sarpy County Surveyor – Engineer; and, no backfill shall be made with frozen materials.

All disturbed areas shall be left in a condition as near to original as possible (grading, rock replacement, seeding or sod). All Applicants shall be required to maintain said area for a 6 month period following the completion of work. At any time within the 6 month time period the contractor will be notified by the Sarpy County Highway Department if any re-compaction in the construction are or road material (i.e. rock, gravel, etc.) is to be repaired or replaced.

SARPY COUNTY
GENERAL RULES & REGULATIONS

Installations of lines under the traveled portion of existing hard – surfaced highways must be accomplished by jacking, tunneling or dry boring from the toe of the fill slope to the toe of the opposite fill slope as per attached drawings. The diameter of the hole shall not exceed the diameter of casing or pipe by more than 1 ½ inches on pipes with an inside diameter of 12 inches or less, or 2 inches on pipes with an inside diameter greater than 12 inches. Voids outside pipe or casings which exceed these limitations shall be pressure grouted. This shall include all abandoned or misaligned holes. Any deviations from a dry – boring method must be approved by the appropriate governmental subdivision.

Trenching across gravel roads will not be permitted without the approval of Surveyor – Engineer and only provided it is accomplished in increments of one – half of the roadway at a time. At least one – half of the traveled way of the highway shall be kept open and free of obstructions at all times.

The applicant is responsible for all barricading. The barricades shall conform to the barricading standards, specifications, methods and materials as per Part IV of the Manuel of Uniform Traffic Control Devices.

Horizontal Clearance for Ground – Mounted Facilities:

Rural Areas – Poles, anchors, hydrants or any other above ground facility shall be located as close to the right – of – way line as possible.
All rigid poles shall be located at least 15 feet from the edge of the traveled way.
Hydrants shall have a minimum offset of six (6) feet.

Urban Areas – Cities, town and urban areas where curb sections exist, hydrants and rigid poles may be located back of sidewalk or a minimum of six (6) feet.

Manholes – All manholes shall be placed outside of the traveled way where possible. Manholes placed outside of the traveled way shall not protrude above the surrounding ground.

ROAD CLOSINGS – The closing of a road will not be permitted without approval of the Sarpy County Surveyor – Engineer.

Any exceptions to above criteria must be reviewed and approved by the Sarpy County Surveyor – Engineer.

I (We) agree to perform the work in accordance with the permit and attached drawings and to maintain area of construction for a period of 6 Months as set forth in the above permit. This permit may be canceled at any time by the applicant prior to construction of the work. Notify Sarpy County 48 hrs. prior to any work within the Sarpy County Right – of – way.

Sept. 15, 2015
Start Date (Approx.)

Jeff Schovanec
NAME

60
Working Days

Director of Engineering Design
TITLE

The above permit is hereby approved – subject to general rules and regulations of Sarpy County's policy for Accommodating Utility Companies, Contractors, Plumbers, Tree Trimmers and any other person, firm, corporation or any agency on Sarpy County Highway right – of – way; also subject to such regulations as the Sarpy County Surveyor Engineer may deem necessary. A copy of this permit will be made available to the Contractor for the job site.

COUNTY ENGINEER — DATE 6/16/15

ENGINEERING MANAGER — DATE 6/15/15

15100 South 84th Street, R.R. 21
Papillion, NE 68046 Phone: 339-4606

engineering
& surveying

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

August 4, 2015

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

RE: Power Section 1
TD2 File No. 1978-105.1

Board Members:

We have reviewed the plans submitted by the Omaha Public Power District for the above-referenced project for electrical service for Lots 1 through 3, Krambeck Industrial Park.

We approve the plans as submitted and recommend that S.I.D. 306 contract with O.P.P.D. for construction of the project. Two copies of each of the proposed agreements in the amount of $96,552.80 between O.P.P.D. and S.I.D. 306 are enclosed.

The estimated total project cost is $120,600.00 and includes the estimated construction costs of O.P.P.D., plus the estimate of engineering, legal, and miscellaneous costs. We recommend that O.P.P.D. be requested to submit a statement of all costs upon completion of the project.

Sincerely,

THOMPSON, DREESSEN & DORNER, INC.

Douglas E. Kellner, P.E.

DEK/tjp

Enclosures

UNDERGROUND SERVICE AGREEMENT (ACREAGE)

Agreement made this ___ day of _____, 201___, between the OMAHA PUBLIC POWER DISTRICT, hereinafter referred to as "OPPD" and _____, hereinafter referred to as "the Developer".

RECITALS

1. OPPD is a public power district organized and existing under the laws of the State of Nebraska and is engaged in supplying electric service to portions of the State of Nebraska.

2. The Developer is the owner of certain land in Sarpy County, Nebraska and more particularly described in Exhibit "A" attached hereto and hereby incorporated into this Agreement, which property is hereinafter referred to as "the Development".

3. The Developer proposes that OPPD install and maintain 200 amp, 3-phase, 13.8kv mainline underground electric cable (hereinafter "Facilities") in dedicated right of way or easements within the Development.

THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

I.
INSTALLATION OF FACILITIES & COMPENSATION

Subject to the terms and conditions of this Agreement, OPPD shall install and maintain the main line Facilities. The Developer shall pay to OPPD, in advance of any work hereunder, the sum of (26.97 acres x $3,580) $96,552.60 for the main line Facilities. OPPD's work hereunder shall be commenced within a reasonable time of notice from Developer that Developer has completed the requirements of paragraphs I, III, V, VI, and VIII of this Agreement.

II.

INDIVIDUAL ELECTRIC SERVICE

Following installation of the Facilities, upon request, OPPD shall install equipment to supply electric service from the Facilities to individual customers in the Development using padmounted switches and transformers as required. The cost of installing the electric service referred to in this paragraph shall be governed by OPPD's then current Line Extension Manual, a copy of which will be provided to Developer or individual customers on request.

III.

EASEMENT RIGHTS AND RESTRICTIONS

The Developer shall provide by dedication all land and easements for OPPD's Facilities located within the Development. The use of any such easements shall be permanently restricted as follows:

(a) No permanent buildings, structures, rock walls or retaining walls shall be constructed within any easement area, and no trees shall be planted within any easement area.

(b) At the option of the Developer, their heirs, successors or assigns, an easement area may be used for gardens, shrubs and other landscaping and driveways that do not interfere with or damage the Facilities or interfere with OPPD's use of and access to any such easement. The restrictions and uses outlined in this paragraph shall be incorporated, in writing, into any easement that is executed in connection with this Agreement, and all such easements (whether by dedication on a plat or by individual document) shall be duly filed and recorded with the Register of Deeds, Sarpy County, Nebraska.

IV.

CONSTRUCTION WORK

All work done under the terms of this Agreement shall be performed in accordance with and subject to relevant codes and standards and written plans and specifications that will be issued by OPPD. The Developer agrees that:

(a) OPPD shall not be required to construct its Facilities in sections that are smaller than may be economically installed; and

(b) OPPD shall not be required to extend its Facilities beyond a point or points reasonably required to supply electric service to buildings already constructed or in the process of being constructed in the Development.

(c) Upon written request, OPPD will provide Developer with any readily available drawing that depicts the installed Facilities.

V.
PREPARATION OF AREA

The Developer shall remove, at its sole expense, any trees, vegetation and other surface or subsurface obstructions that interfere with or impede the construction of OPPD's Facilities, or which may, in the opinion of OPPD, constitute a hazard to the maintenance of said Facilities. OPPD will coordinate construction of the Facilities so as to avoid disruption of existing underground utilities.

VI.
GRADING BY DEVELOPER

The Developer shall complete the final grading of all areas wherein OPPD's Facilities are to be located prior to the installation of such Facilities, and shall identify all individual lots in the Development with readily visible stakes or pins. The Developer shall reimburse OPPD for any and all costs that OPPD may incur in relocating OPPD's installed Facilities as a result of any change in plat or grade by the Developers. OPPD will use reasonable efforts to coordinate its construction work with the work of Developer's contractors at the Development.

VII.
ACCESS FOR DISTRICT EQUIPMENT

The Developer shall maintain unimpeded working access for OPPD's equipment in connection with the construction and maintenance of the Facilities referred to in this Agreement.

VIII.
INSTALLATION OF CONDUITS

Developer agrees to provide and install two (2) non-metallic conduits, where needed, at proper depth to permit installation of cable under paving and curbs provided such installation is made before paving is completed. In the event that paving is completed before installation of crossings, it is agreed that the Developer will install such non-metallic conduit where needed. OPPD will then determine the number of conduits at each location. OPPD will provide the Developer material specifications, installation specifications and an exhibit indicating locations of crossings.

IX.
RESPONSIBILITY FOR DELAY

OPPD shall not be responsible for any cost overruns or other damages that result from the delay in completion of work provided for in this Agreement, where such delay is caused by casualty, labor dispute, material shortage, inclement weather or other causes that are beyond the reasonable control of OPPD.

X.

ENTIRE AGREEMENT

This instrument constitutes the entire Agreement between the parties hereto with respect to the Development, and sets forth the rights, duties, and obligations of each to the other as of its effective date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this contract are of no force or effect.

XI.

BINDING AGREEMENT

This Agreement shall binding upon the parties hereto, their heirs, successors and assigns.

OMAHA PUBLIC POWER DISTRICT	DEVELOPER Sarpy County
By: _____	By: _____
Name: Bill Lenagh	Name: _____
Title: Div Mgr Customer Sales & Service	Title: _____

TD2 File No. 1978-101.27
September 4, 2015

PAYMENT RECOMMENDATION NO. 2 ON CONTRACT FOR KRAMBECK INDUSTRIAL PARK SANITARY SEWER – SECTION 1

Owner: Sanitary and Improvement District No. 306
Of Sarpy County, Nebraska
c/o Mr. Jeffrey B. Farnham, Attorney
220 N. 89th Street, Suite 201
Omaha, Nebraska 68114

Contractor: Anchor Construction Co.
22122 R and R Road
Gretna, Nebraska 68028

ORIGINAL CONTRACT AMOUNT: $132,950.00

AMOUNT OF PREVIOUS PAYMENT RECOMMENDATIONS: $ 95,461.11

Item	Description	Approximate Quantities		Unit Price	Amount
1	6" PVC SDR 23.5 Sanitary Sewer Pipe W/ Class I Bedding, In Place	313	L.F.	$ 29.50	$ 9,233.50
2	8" PVC SDR 35 Sanitary Sewer Pipe W/ Class I Bedding, In Place	1,864	L.F.	$ 30.10	$ 56,106.40
3	6" I.D. PVC Slant, In Place	5	EA.	$ 121.00	$ 605.00
4	8" x 6" PVC Wye, In Place	4	EA.	$ 131.00	$ 524.00
5	54" I.D. Sanitary Sewer Manhole, In Place	91.4	V.F.	$ 378.00	$ 34,549.20
6	Standard Ring and Cover, In Place	7	EA.	$ 721.00	$ 5,047.00
7	Concrete Collar Around Manhole Ring, In Place	2	EA.	$ 689.00	$ 1,378.00
8	Tap Existing Sanitary Sewer Manhole, In Place	1	EA.	$14,080.00	$ 14,080.00
9	Geotextile Fabric, Unstable Trench, If Necessary	0	S.Y.	$ 6.00	$ 0.00
10	Crushed Rock, Unstable Trench, If Necessary	0	TON	$ 34.50	$ 0.00
	TOTAL				**$ 121,523.10**
	LESS 10% RETAINED				**$ 12,152.31**
	LESS PREVIOUS PAYMENT RECOMMENDATIONS				**$ 95,461.11**
	AMOUNT DUE CONTRACTOR				**$ 13,909.68**

We recommend that payment in the amount of $13,909.68 be made to Anchor Construction Co.

Respectfully submitted,

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

CER/tjp

cc: Anchor Construction Co.

FARNHAM & SIMPSON, P.C., L.L.O.
220 North 89th Street
Suite 201
Omaha, Nebraska 68114
(402) 393-2555

DATE: September 9, 2015

CLIENT: SID 306
11064 South 134th Street
Omaha, Nebraska

INVOICE NO: 306-02

STATEMENT

Description	Amount
Warrants Nos. 60-61 Sanitary Sewer – Section 1 Anchor Construction Co. ($13,909.68)(5%)	$695.48
Warrants Nos. 62-93 Water – Section 1 Metropolitan Utilities District ($319,358.00)(5%)	$15,967.90
Warrants Nos. 94-103 Power – Section 1 Omaha Public Power District ($96,552.60)(5%)	$4,827.63
Total Due	**$21,491.01**

0182191840	Jun 2, 2015	$96,552.60

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

Customer Name: TD2
Statement Date: May 13, 2015

Billing Information:

Krambeck Industries - Commercial URD	96,552.60
Total Charges	$96,552.60
Previous Balance	0.00
Total Amount Due	$96,552.60

If you have any questions concerning this bill, please contact your Account Executive at (402) 636-3564.

2 Please return this portion with payment

Proposal for new electronic bill payment plan makes it easier for OPPD customers to pay their bill, please see Outlets.

Statement Date: May 13, 2015

0182191840	Jun 2, 2015	$96,552.60

Amount Paid ☐☐,☐☐☐.☐☐

Energy Assistance: Monthly $1 ☐ **$2** ☐ **$5** ☐ **Other $**_____

One-Time Contribution $_____

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

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

CHAIRMAN BOARD OF TRUSTIES
SID 306 OF SARPY CO
C/O TD2
10836 OLD MILL RD
OMAHA NE 68154-2608

PO BOX 3065
OMAHA NE 68103-0065

01018219184010000965526000009655260201506023

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, August 26, 2015 Papillion Times
Thereafter, Wednesday, September 2, 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

Today's Date 9-2-2015
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

Printer's Fee $ 217.14
Customer Number: 33155
Order Number: 0001886680

FARNHAM & SIMPSON, PC, LLO
220 N. 89th STREET, SUITE 201
OMAHA, NE 68114

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

NOTICE

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 **11:00 a.m. on September 9, 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:

BE IT RESOLVED that the Board of Trustees of Sanitary and Improvement District No. 306 of Sarpy County, Nebraska find and determine that in connection with the District's project known as Power – Section 1, it is advisable and necessary for the District to enter into a Underground Service Agreement with Omaha Public Power District of Omaha, Nebraska, for the construction of an improvement within the boundaries of the District or within dedicated easements acquired by the District, said improvements to be designated as Power – Section 1 and shall be constructed as follows:

UNDERGROUND SERVICE AGREEMENT (ACREAGE)

Agreement made this day of 201 , between the OMAHA PUBLIC POWER DISTRICT, hereinafter referred to as "OPPD" and , hereinafter referred to as "the Developer".

RECITALS

OPPD is a public power district organized and existing under the laws of the

State of Nebraska and is engaged in supplying electric service to portions of the State of Nebraska.

• The Developer is the owner of certain land in Sarpy County, Nebraska and more particularly described in Exhibit "A" attached hereto and hereby incorporated into this Agreement, which property is hereinafter referred to as "the Development".

• The Developer proposes that OPPD install and maintain 200 amp, 3-phase, 13.8kv mainline underground electric cable (hereinafter "Facilities") in dedicated right of way or easements within the Development.

THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

I.

INSTALLATION OF FACILITIES & COMPENSATION

Subject to the terms and conditions of this Agreement, OPPD shall install and maintain the main line Facilities. The Developer shall pay to OPPD, in advance of any work hereunder, the sum of (26.97 acres x $3,580) $96,552.60 for the main line Facilities. OPPD's work hereunder shall be commenced within a reasonable time of notice from Developer that Developer has completed the requirements of paragraphs I, III, V, VI, and VIII of this Agreement.

II.

INDIVIDUAL ELECTRIC SERVICE

Following installation of the Facilities, upon request, OPPD shall install equipment to supply electric service from the Facilities to individual customers in the Development using padmounted switches and transformers as required. The cost of installing the electric service referred to in this paragraph shall be governed by OPPD's then current Line Extension Manual, a copy of which will be provided to Developer or individual customers on request.

III.

EASEMENT RIGHTS AND RESTRICTIONS

The Developer shall provide by dedication all land and easements for OPPD's Facilities located within the Development. The use of any such easements shall be permanently restricted as follows:

• No permanent buildings, structures, rock walls or retaining walls shall be constructed within any easement area, and no trees shall be planted within any easement area.

• At the option of the Developer, their heirs, successors or assigns, an easement area may be used for gardens, shrubs and other landscaping and driveways that do not interfere with or damage the Facilities or interfere with OPPD's use of and access to any such easement. The restrictions and uses outlined in this paragraph shall be incorporated, in writing, into any easement that is executed in connection with this Agreement, and all such easements (whether by dedication on a plat or by individual document) shall be duly filed and recorded with the Register of Deeds, Sarpy County, Nebraska.

IV. CONSTRUCTION WORK

All work done under the terms of this Agreement shall be performed in accordance with and subject to relevant codes and standards and written plans and specifications that will be issued by OPPD. The Developer agrees that:

OPPD shall not be required to construct its Facilities in sections that are smaller than may be economically installed; and

OPPD shall not be required to extend its Facilities beyond a point or points reasonably required to supply electric service to buildings already constructed or in the process of being constructed in the Development.

Upon written request, OPPD will provide Developer with any readily available drawing that depicts the installed Facilities.

V.

PREPARATION OF AREA

The Developer shall remove, at its sole expense, any trees, vegetation and other surface or subsurface obstructions that interfere with or impede the construction of OPPD's Facilities, or which may, in the opinion of OPPD, constitute a hazard to the maintenance of said Facilities. OPPD will coordinate construction of the Facilities so as to avoid disruption of existing underground utilities.

VI.

GRADING BY DEVELOPER

The Developer shall complete the final grading of all areas wherein OPPD's Facilities are to be located prior to the installation of such Facilities, and shall identify all individual lots in the Development with readily visible stakes or pins. The Developer shall reimburse OPPD for any and all costs that OPPD may incur in relocating OPPD's installed Facilities as a result of any change in plat or grade by the Developers. OPPD will use reasonable efforts to coordinate its construction work with the work of Developer's contractors at the Development.

VII.

ACCESS FOR DISTRICT EQUIPMENT

The Developer shall maintain unimpeded working access for OPPD's equipment in connection with the construction and maintenance of the Facilities referred to in this Agreement.

VIII.

INSTALLATION OF CONDUITS

Developer agrees to provide and install two (2) non-metallic conduits, where needed, at proper depth to permit installation of cable under paving and curbs provided such installation is made before paving is completed. In the event that paving is completed before installation of crossings, it is agreed that the Developer will install such non-metallic conduit where needed. OPPD will then determine the number of conduits at each location. OPPD will provide the Developer material specifications, installation specifications and an exhibit indicating locations of crossings.

IX.

RESPONSIBILITY FOR DELAY

OPPD shall not be responsible for any cost overruns or other damages that result from the delay in completion of work provided for in this Agreement, where such delay is caused by casualty, labor dispute, material shortage, inclement weather or other causes that are beyond the reasonable control of OPPD.

X.

ENTIRE AGREEMENT

This instrument constitutes the entire Agreement between the parties hereto with respect to the Development, and sets forth the rights, duties, and obligations of each to the other as of its effective date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this contract are of no force or effect.

XI.

BINDING AGREEMENT

This Agreement shall binding upon the parties hereto, their heirs, successors and assigns.

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.

Said plans and specifications have been reviewed by Thompson, Dreessen & Dorner, Inc., engineers for the District, and said engineers have filed with the Clerk of the District, prior to the first publication of this Resolution, an estimate of the total costs of said improvement, including engineering fees, legal fees, fiscal fees, interest and other miscellaneous costs, which estimate is in the sum of $120,600.00.

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

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

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

SANITARY AND IMPROVEMENT DISTRICTNO. 306 OF SARPY COUNTY, NEBRASKA

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

1886680; 8/26, 9/2

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 11:00 a.m. on September 9, 2015 at 10064 South 134th Street, Omaha, Nebraska.

DATED this 9th day of September, 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 August 26, 2015 and September 2, 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.

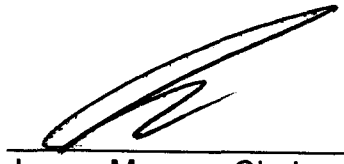
DATED this 9th day of September, 2015.

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 Power – Section 1.

DATED this 9th day of September, 2015.



James Meyers, Clerk

AGENDA FOR SID #306
BOARD OF TRUSTEES MEETING
11:00 A.M., WEDNESDAY SEPTEMBER 9, 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. Presentation of Sarpy County Surveyor-Engineer Permit to Occupy or Use County Right-of-Way for Miscellaneous Purposes re: Metropolitan Utilities District

B. Consideration of and vote on Resolution of Advisability and Necessity for the project entitled Power – Section 1

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

1.	Anchor Construction Co. Payment Recommendation No. 2 Sanitary Sewer – Section 1	$13,909.68
2.	Metropolitan Utilities District Water – Section 1	$319,358.00
3.	Omaha Public Power District Water – Section 1	$96,552.60
4.	Farnham & Simpson Invoice No. 306-02 Legal Fees – Sanitary Sewer – Section 1 Legal Fees – Water – Section 1	$21,491.01

5. D.A. Davidson — $22,565.56
Placement of Construction Fund Warrants (5%)

D. Ratification and Approval of Construction Fund Warrants

1. *Warrants Nos. 60-61* -- Anchor Construction Co. — $13,909.68
Payment Request No. 2
Sanitary Sewer – Section 1

2. *Warrants Nos. 62-93* – MUD — $319,358.00
Water – Section 1

3. *Warrants Nos. 94-103* – OPPD — $96,552.60
Power – Section 1

4. *Warrants Nos. 104-106* – Farnham & Simpson — $21,491.01
Sanitary Sewer – Section 1
Power – Section 1
Water – Section 1

5. *Warrants Nos. 107-109* – D.A. Davidson & Co. — $22,565.56
Placement of Construction Fund Warrants

VII. Future Agenda Items/Board Calendar

VIII. Public Comments on Non-Agenda Items

IX. Adjournment