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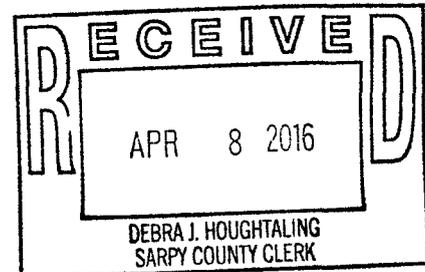
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†ALSO ADMITTED IN IOWA

April 6, 2016

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, March 23, 2016 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:

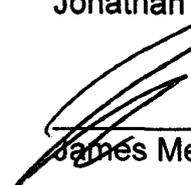
1. Annexed to this Certificate is a true and correct transcript of the proceedings of the Board of Trustees of the District relating to a meeting of said District held on the date and at the time reflected in the meeting minutes contained in said foregoing transcript (the "Meeting"). All of the proceedings 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 23rd day of March, 2016.


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 MARCH 23, 2016 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 March 23, 2016 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 March 16, 2016, a copy of the Proof of Publication being attached to these minutes. Notice of the meeting was simultaneously given to all members of the Board of Trustees and a copy of their Acknowledgement of Receipt of Notice is attached to these minutes. Availability of the agenda was communicated in the published notice and in the notice 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 an Agreement with Omaha Public Power District relating to the installation of street lighting within Krambeck Industrial Park. The Clerk was directed to attach a copy of such Agreement to these Minutes. After discussion, the Trustees then passed the following Resolution:

RESOLVED, by the Board of Trustees of Sanitary and Improvement District No. 306 of Sarpy County, Nebraska, that the Agreement with OPPD relating to the installation of street lighting within Krambeck Industrial Park is hereby approved and the

Chairman is authorized and directed to execute such Agreement on behalf of the District.

There was next presented Invoice No. 184222 from Lutz and Co. for the completion of Form 1099 and 1096, in the total amount of Two Hundred Sixty Dollars (\$260.00). 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 Lutz and Co.

There were next presented statements from CNA Surety as follows: (i) Invoice for renewal of Chairman Bond in the amount of One Hundred Dollars (\$100.00) and (ii) Invoice for renewal of 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 CNA Surety.

The Clerk next directed the attention of the Board of Trustees to the fact that D.A. Davidson & Co. will place Four Hundred Sixty (\$460.00) in general fund warrants at this time and that the contracted charge for such placement of warrants is five percent (5%) or Twenty Three Dollars (\$23.00) 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.

There was next presented Invoice No. 114240 from Thompson, Dreessen & Dorner, Inc. for engineering services in connection with Sanitary Sewer – Section 1 in the amount of Two Thousand Three Hundred Thirty Nine and 69/100 Dollars (\$2,339.69). 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 Thompson, Dreessen & Dorner, Inc. 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.

There was next presented Invoice No. 114237 from Thompson, Dreessen & Dorner, Inc. for miscellaneous engineering services in the amount of Five Hundred Sixty Six and 05/100 Dollars (\$566.05). 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 Thompson, Dreessen & Dorner, Inc.

The Clerk next directed the attention of the Board of Trustees to the fact that D.A. Davidson & Co. will place Five Thousand Four Hundred Ninety One and 79/100 Dollars (\$5,491.79) in construction fund warrants at this time and that the contracted charge for such placement of warrants is five percent (5%) or One Hundred Forty Five and 29/100 Dollars (\$145.29) 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 Resolutions were 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. 255-257 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 March 23, 2019, 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. 255 for the amount of Two Hundred and Sixty Dollars (\$260.00), payable to Lutz and Co.

Warrant No. 256 for the amount of Two Hundred Dollars (\$200.00), payable to CNA Surety.

Warrant No. 257 for the amount of Twenty Three Dollars (\$23.00), payable to D.A. Davidson & Co. for the placement and/or sale of General 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. 258-260 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 March 23, 2021, 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. 258 for the amount of Two Thousand Three Hundred Thirty Nine and 69/100 Dollars (\$2,339.69) payable to Thompson, Dreessen & Dorner, Inc. in payment of Invoice No. 114240 in connection with Sanitary Storm Sewer – Section 1.

Warrant No. 259 for the amount of Five Hundred Sixty Six and 05/100 Dollars (\$566.05) payable to Thompson, Dreessen & Dorner, Inc. in payment of Invoice No. 114237 in connection with miscellaneous engineering services.

Warrant No. 260 for the amount of One Hundred Forty Five and 29/100 Dollars (\$145.29) 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.

FURTHER 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 lesser 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

**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 March 23, 2016 at 10064 South 134th Street, Omaha, Nebraska.

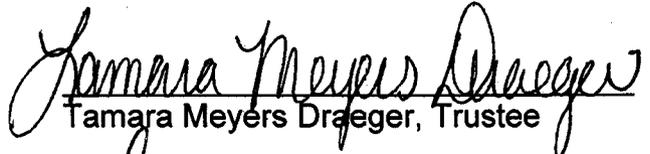
DATED this 23rd day of March, 2016.



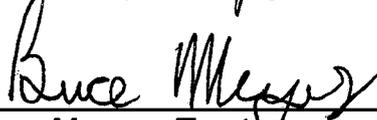
James Meyers, Clerk



Jonathan M. Meyers, Chairman



Tamara Meyers Draeger, Trustee



Bruce Meyers, Trustee



Joseph Meyers, Trustee

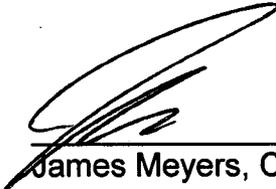
CERTIFICATE

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 and the City Clerk of the City of Papillion, 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 March 16, 2016 and that no items were added to the agenda after the commencement of the meeting; and further, that the minutes for the meeting were available for public inspection within ten (10) days of the date of said meeting and that a copy of the minutes of this meeting were sent to the County Clerk of Sarpy County, Nebraska and the City Clerk of the City of Papillion, Nebraska, within thirty days from the date of this meeting.

DATED this 23rd day of March, 2016.



James Meyers, Clerk

AGREEMENT

This agreement made and entered into this ____ day of _____, 201____, by and between Sanitary and Improvement District No. 306 of Sarpy County, Nebraska, located in the vicinity of Krambeck Industrial Park, (hereinafter called "SID"), and the Omaha Public Power District, a public corporation and political subdivision of the State of Nebraska (hereinafter called "OPPD").

WITNESSETH;

WHEREAS, the SID desires to provide street lighting for the public streets and highways within its boundaries; and

WHEREAS, the SID requests OPPD to install the necessary street lights, provide the electricity therefore, and operate and maintain the street lighting system; and

WHEREAS, the SID may desire to have installed from time to time additional street lights referred to hereinafter.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I

OPPD will install, operate and maintain the foregoing street lighting system, according to the methods of lights herein described, and at the rates, terms and conditions herein set forth. OPPD shall have and retain title to all of the equipment it installs for the lighting units. The rates for lighting units hereinafter described in this Article are determined from OPPD's published Rate Schedule No. 350 - Municipal Service, Street Lighting, which is attached and made a part of this Agreement.

ARTICLE II

- A. The SID shall furnish OPPD a copy of its Articles of Incorporation to include the map showing thereon its boundaries. The SID shall further furnish OPPD any changes in its Articles of Incorporation to include any changes in its boundaries.

- B. If practicable, OPPD will install, operate and maintain, when so directed or ordered by the SID, additional standard methods of lighting units hereinbefore designated, but only at the rates per annum set forth in Article I and under the terms and conditions hereinafter set forth.

- C. The rates for standard methods of lighting units, where the current is supplied from an underground type system, are based on OPPD's installing and maintaining the underground conductors at no additional charge to the SID contingent on:
 - 1. OPPD installing the underground conductors in conjunction with the initial installation of the lighting units;
 - 2. Conductors for direct burial can be laid in ground where other physical protection for the conductors is not deemed desirable by OPPD;
 - 3. The conductors being installed in areas which do not require disturbing, cutting through, drilling or otherwise tunneling under sidewalks, paved roads or other hardtop type surfaces, or other obstructions at the time of installation or in future maintenance including replacement of the conductors;
 - 4. OPPD having unimpeded access to the area for its trenching, plowing and other installation or maintenance equipment;
 - 5. An underground supply system at the proper standard secondary voltage to supply the lighting is available without added expense to OPPD.

If any one or more of the foregoing conditions is not applicable, the SID will reimburse OPPD its resulting increased installation costs.

- D. The annual rate per lighting unit is based on the premise that the transformers, required to furnish the electric service for the permanent homes or other permanent buildings built within the area served by the SID, are in place. Since the current for supplying the street lighting is furnished from such transformers, OPPD will only install and energize the street lighting units on an individual or group basis contingent on its requirements for the installation of such transformers.
- E. All installations are subject to approval of other legal authorities having jurisdiction.

ARTICLE III

- A. On or before the fifteenth (15th) day of each calendar month, or within ten (10) days of receipt of the bill, whichever is later, the SID shall pay for the service rendered during the preceding month, one-twelfth (1/12th) of the annual charge, as set forth in Article I hereof, for each unit of lighting operating on the twentieth (20th) day of such preceding month. Bills for additional charges, per the terms herein contained, shall be enclosed with a monthly bill and paid therewith. The SID agrees to make any and all payments to OPPD in such form or manner as will enable OPPD to convert such payment to cash, at face value, within ten (10) days after receipt of the payment. It is expressly agreed by the parties hereto that OPPD shall not be required to make any installation or incur any expenditure under the terms of this Agreement if, in the sole judgement and determination of OPPD, it shall appear that OPPD would not receive cash payment for such installation or expenditure within thirty (30) days after the submission to the SID of a billing for such installation or expenditure. It is further agreed that in the event the SID fails to make payment to OPPD within thirty (30) days after receipt of a billing from OPPD, or fails to make payment to OPPD in such manner as will enable OPPD to convert said payment to cash at face value within ten (10) days after receipt of the payment, OPPD, without notice to the SID, may at its election disconnect and terminate all service and electric energy being supplied to the SID under this Agreement, and

in such event the costs for removal plus the undepreciated value of the installed costs, less any salvage value, of the equipment provided by OPPD for the lighting units shall become immediately due and payable by SID to OPPD.

- B. OPPD may accept a continuing guaranty from the fiscal agent for the SID or from some financially responsible third party, which guaranty shall be in the form of an addendum attached hereto.

ARTICLE IV

OPPD will operate and maintain the lighting system and such additional lighting units as may be ordered installed by the SID under the Provisions of Article II hereof and in accordance with the following conditions:

- A. All requests to OPPD for the installation of street lighting shall be submitted in writing by a duly authorized officer of the SID prior to their installation. The plans showing the proposed location of each lighting unit will then be prepared by OPPD and submitted to the SID for its approval.
- B. All of the units of lighting covered by this agreement shall normally operate daily from approximately one-half hour after sunset to approximately one-half hour before sunrise.
- C. Rates for Standard Methods of lighting units, as established in Article I, are based on the lamps described in Article I as standard for this area unless otherwise mutually agreed.
- D. The rates established in this agreement for all Standard Methods of lighting units are based on the use of OPPD's standard wood and steel poles to support the luminaries at the mounting height specified in Article I. Poles, that have special break or slip on impact features (commonly referred to as "break-away features") designed into either the pole or any part of its supporting structures, shall be classified as a nonstandard pole and shall not be included in the rates for Standard Methods of lighting units and shall not be installed by

OPPD. If poles with "break-away features" are desired by the SID, an addendum to this agreement is required.

- E. OPPD reserves the right to refuse installation of Standard Methods of lighting units when due to their location either unsafe or otherwise unreasonable maintenance conditions will foreseeable exist. It further reserves the right to remove any Standard Method lighting unit, after installation, if unsafe or otherwise unreasonable maintenance conditions later develop. In this latter condition, prior to removal of the unit, the SID will be consulted for resolving the problem by mutual agreement. It is agreed that luminaries for all Standard Methods of lighting units shall be located not more than forty (40) feet above an accessible firm surface on which OPPD's standard vehicular maintenance equipment can be readily positioned. Such firm surface is to be maintained by other than OPPD.
- F. The SID shall reimburse OPPD for excessive installation costs for Standard Methods of lighting units due to the SID's requesting such type units be located on bridges or their approaches, ramps, over subterranean areas, etc., or in areas where OPPD's standard secondary voltage required to supply the lighting unit or units is not readily available. Not readily available is defined to include instances where OPPD determines that a street lighting installation requires:
1. An extension of its primary voltage distribution system;
 2. The installation of a transformer to supply the standard secondary voltage;
 3. The installation of an intervening pole or poles is required to support the overhead conductors supplying the current to a street lighting unit; or
 4. The installation of underground secondary voltage cable in excess of 175 feet is required for supplying the current to a street lighting unit.

The amount to be paid by the SID to OPPD for such installations shall be mutually agreed upon prior to the installation of the unit or units.

- G. The rates established in this agreement for Standard Method types of lighting units mounted on wood poles are based on the use of a six (6) foot mast arm. When the SID shall require the installation of a Standard Method type of lighting unit on a wood pole in an area that requires the use of mast arms longer than six (6) feet, the SID shall reimburse OPPD its added installed costs for each such longer mast arm at the current rate. This additional charge will not apply when an existing wood distribution pole, owned by OPPD, is used for the lighting installation. When mast arms longer than six (6) feet are required on steel poles, the installation will require the use of a special steel pole. The SID in such latter instance will reimburse OPPD for the difference in the installed costs between the special pole required, including the longer mast arm, and that of the standard steel pole with standard mast arm. If such special pole must be replaced in kind due to damage, the SID shall reimburse OPPD the difference in the then installed costs of the special pole so required as opposed to that of the standard pole with standard mast arm that otherwise could have been used for replacement.
- H. The SID shall have the right to replace any Standard Method type of lighting unit with any other Standard Method type of lighting unit provided the SID shall reimburse OPPD its costs for removal, plus the undepreciated value of the installed cost less any salvage value of all equipment that is replaced. If a Standard Method type of lighting unit is to be removed without replacement, the SID shall reimburse OPPD its removal costs plus the undepreciated value of the installed cost, less any salvage value of all equipment provided by OPPD for such lighting unit. If the SID requires OPPD to move a Standard Method type of lighting unit, the SID shall reimburse OPPD its costs for the moving of such a unit.
- I. Only a metal pole shall be used to support a Standard Method lighting unit supplied from underground conductors unless, due to its location, it is desirable to use a wood pole required by OPPD for its distribution system.

- J. If the SID requests OPPD to furnish temporary roadway lighting, the SID shall reimburse OPPD its costs incidental to installing and later removing any equipment or materials required to furnish such temporary lighting.
- K. Reimbursable costs specified herein shall include labor, materials and automotive or other maintenance equipment expense plus OPPD's current allocation factor for administration, accounting, and other general expense. Unless other arrangements agreeable to OPPD are made, the billing for such reimbursable maintenance and other costs shall be enclosed with a regular monthly street lighting bill.
- L. OPPD will not be responsible for trimming trees for the distribution of light emanating from any Method of lighting unit.

ARTICLE V

This agreement shall remain in full force and effect for a period of four (4) years after the date of execution, except that because of changing labor and material costs, or the development of new types of lighting units, or the development of other conditions not foreseen in the agreement, OPPD or the SID shall have the right at any time after one (1) year to seek renegotiation of the terms and conditions of the agreement. Rates, as determined for Standard Methods of lighting units from OPPD's Published Schedule 350 or otherwise, are required by law to be determined by OPPD's Board of Directors and are subject to change by it at any time.

At the end of the said four (4) year period this agreement shall remain in full force and effect under the same terms and conditions and under the then prevailing rates charged by OPPD to the other municipalities and corporations for public street or roadway lighting and will continue in force thereafter unless canceled by thirty (30) days notice by either party to the other.

At the time this agreement is canceled by the SID as herein provided, the SID shall pay to OPPD its costs for removal plus the undepreciated value of the installed cost less any salvage value of the equipment provided by OPPD for the lighting units. Such amount shall be due and payable on receipt by the SID of the billing from OPPD.

This agreement shall be binding on the successors or assigns of the parties hereto.

IN WITNESS WHEREOF, Sanitary and Improvement District No. 306 of Sarpy County, Nebraska, hereby warrants that its Articles of Incorporation contain the legal powers to enter into this Agreement and has caused these presents to be executed in duplicate by its Chairman pursuant to the authority contained in resolution dated _____, and the said Omaha Public Power District has caused these presents to be executed in duplicate.

OMAHA PUBLIC POWER DISTRICT

SANITARY IMPROVEMENT DISTRICT
NO. 306 of Sarpy County

By: _____

By: _____

Name: William Lenagh

Name: Jeff Farnham

Title: Div. Mgr. of Customer Sales & Service

Project No.

GUARANTY

WHEREAS
(hereinafter "Guarantor") is the fiscal agent for or is otherwise interested in the development of, Sanitary and Improvement District No. 306 Sarpy County, Nebraska (hereinafter "SID"); and

WHEREAS SID desires to purchase electrical service from the Omaha Public Power District (hereinafter "OPPD"); and

WHEREAS, because of its limited sources of revenue, SID may be unable to pay its general fund electrical services bills to OPPD as they come due; and

WHEREAS SID desires to have OPPD install certain electrical service facilities within the boundaries of SID; and

WHEREAS OPPD requires a method of obtaining immediate payment in cash for all general fund warrants issued by SID to OPPD for electrical services;

NOW THEREFORE, in order to induce OPPD to install said electrical service facilities and to sell electrical service to SID, Guarantor hereby guarantees that it will immediately purchase from OPPD for cash, at not less than the face value thereof, all general fund warrants issued by SID to OPPD for electrical service and registered by OPPD with the proper County Treasurer.

DATED: _____, 201____.

Guarantor

ATTEST/WITNESS: _____

Billing Information:

Sanitary and Improvement District No. 306 of Sarpy County

Billing Name: Farnham and Simpson

% Jeff Farnham

Address: 220 N 89th Street, STE 201

City, St. & Zip: Omaha, NE 68114

Omaha Public Power District
Energy Plaza - Omaha, NE

Electric Rate Schedule
Effective January 1, 2015
Resolution No. 6028

SCHEDULE NO. 350

**MUNICIPAL SERVICE
STREET LIGHTING**

Availability:

To the State of Nebraska, and all Counties, Cities, Villages and Sanitary Improvement Districts throughout the District's service area. The single phase, alternating current, electric service will be supplied by the District's standard voltages, for the operation of street lighting systems for public highways, streets, and thoroughfares.

General Conditions:

Units of street lighting not priced in Parts 1 or 2 shall be specifically priced in the street lighting contract.

Contract:

Each Consumer shall enter into a contract with the District for street lighting service. Such contract shall be for a period of one year, or longer, at the District's option, and shall include a reference to this street lighting schedule and the Service Regulations of the District. The District's Service Regulations including the rate adjustment provisions thereof form a part of this schedule.

Special Conditions:

Annual rates stated herein shall be paid in 12 equal monthly installments; plus a Late Payment Charge in the amount of 4% of the Monthly Rate and applicable taxes will be assessed if the current month's bill payment is not received by the District on or before the due date.

The provisions of Rate Schedule No. 461 apply to this rate schedule. The adjustment will be applied to the monthly energy usage for each lighting method based on the relevant light source and lamp size for such method. For information regarding kWh usage, please go to www.oppd.com/rates/index.htm.

The District, at its discretion, may replace decorative units with like decorative units if the original decorative unit is no longer available or is not available at a reasonable cost.

Definitions:

Method: Identifies the specific combination of features (light source, mounting height, lamp size, and number of lamps) that comprise an individual streetlight.

Consumer Owned Poles and Fixtures: Poles and fixtures, provided by the Consumer, to which the District adds District owned streetlight equipment and separate service wiring.

Omaha Public Power District
Energy Plaza - Omaha, NE

Electric Rate Schedule
Effective January 1, 2015
Resolution No. 6028

SCHEDULE NO. 350

**MUNICIPAL SERVICE
STREET LIGHTING**

Units: One or more components, including fixture, lamp, photocell, and pole, that comprise a street light.

**PART 1 - DISTRICT OWNED AND MAINTAINED SYSTEM
(Dusk to Dawn)**

Category No. 1: Standard Utility Style Lighting Methods

Annual Rate (\$):

Method	Light Source	Approximate Mounting Height (feet)	Lamp Size (watts)	District Owned Pole				Consumer Owned Pole	
				Wood		Metal		Single Lamp	Twin Lamps
<u>Overhead Wiring</u>									
61	H.P. Sodium	25	100	164.37	207.06	197.89	240.58		
66	H.P. Sodium	30	200	196.68	247.11	255.96	316.07		
68	H.P. Sodium	30	400	267.89		336.85			
67	H.P. Sodium	40	200	232.18		292.45			
65	H.P. Sodium	40	400	296.98		357.25			
<u>Underground Wiring</u>									
11									
66	H.P. Sodium	30	200	224.16	268.18	270.60	328.55	166.71	210.73
68	H.P. Sodium	30	400			349.33	394.24	231.51	
67	H.P. Sodium	40	200	255.72	299.75	308.65	352.67	177.09	221.11
65	H.P. Sodium	40	400	320.52		373.45	418.36	241.89	286.80

DS
DK

Omaha Public Power District
Energy Plaza - Omaha, NE

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SCHEDULE NO. 350

**MUNICIPAL SERVICE
STREET LIGHTING**

**PART 1 - DISTRICT OWNED AND MAINTAINED SYSTEM
(Dusk to Dawn)**

Category No. 3: Restricted Lighting Methods
Availability is Restricted to Existing Streetlights.

Existing Units may be removed or replaced at the District's
convenience.

Annual Rate (\$):

<u>Method</u>	<u>Light Source</u>	<u>Approximate Mounting Height (feet)</u>	<u>Lamp Size (watts)</u>	<u>District Owned Pole</u>			<u>Consumer Owned Pole</u>	
				<u>Wood Single Lamp</u>	<u>Metal Single Lamp</u>	<u>Twin Lamps</u>	<u>Single Lamp</u>	<u>Twin Lamps</u>
<u>Overhead Wiring</u>								
63	H.P. Sodium	30	250	190.66	259.62			
16	Mercury Vapor	25	100	126.80	160.32			
15	Mercury Vapor	25	175	152.77	186.29			
17	Mercury Vapor	25	250	175.93	209.45			
14	Mercury Vapor	30	400	226.90	275.77	305.79		
44	Mercury Vapor	40	400	255.99	316.26			
48	Mercury Vapor	40	700	353.83				
49	Mercury Vapor	40	1,000	449.16	509.43			
<u>Underground Wiring</u>								
63	H.P. Sodium	30	250	211.73	272.11		154.28	
62	H.P. Sodium	30	400			548.51		430.69
64	H.P. Sodium	40	250		296.22		164.66	
16	Mercury Vapor	25	100		169.83			
15	Mercury Vapor	25	175	170.87	195.80	228.98	119.94	
17	Mercury Vapor	25	250	194.03	218.96	252.75	143.10	
14	Mercury Vapor	30	400	247.97	288.25	318.28	190.52	
44	Mercury Vapor	40	400		332.46			
49	Mercury Vapor	40	1,000		483.60			

Omaha Public Power District
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Resolution No. 6028

SCHEDULE NO. 350

**MUNICIPAL SERVICE
STREET LIGHTING**

**PART 1 - DISTRICT OWNED AND MAINTAINED SYSTEM
(Dusk to Dawn)**

Category No. 4: Optional Decorative Lighting Methods

Standard Rate With Upfront Payment of Decorative Differential

Annual Rate (\$):

<u>Method</u>	<u>Light Source</u>	<u>Approximate Mounting Height (feet)</u>	<u>Lamp Size (watts)</u>	<u>Fixture</u>	<u>District Owned Pole and Fixture Single Lamp</u>	<u>Consumer Owned Pole and Fixture Single Lamp</u>
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Underground
Wiring

Decorative Method Without Base:

94	H.P. Sodium	16	70	Acorn	190.86	
96	H.P. Sodium	20	100	Top Hat	207.40	
97	H.P. Sodium	20	100	Lantern	207.40	

Decorative Method With Base and Ring:

12	H.P. Sodium	12	70	Acorn	190.86	
94	H.P. Sodium	16	70	Acorn	190.86	
95	H.P. Sodium	16	70	Globe	199.92	
96	H.P. Sodium	20	100	Top Hat	207.40	
97	H.P. Sodium	20	100	Lantern	207.40	
98	Metal Halide	14	150	Bounce	197.75	

The Following Lighting Methods are Restricted and Available Only to Existing Streetlight Customers.

Decorative Method Without Base:

90	H.P. Sodium	16	70	Acorn	228.75	71.07
91	H.P. Sodium	16	70	Globe	232.11	
93	H.P. Sodium	20	100	Lantern	228.10	

Decorative Method With Base and Ring:

90	H.P. Sodium	16	70	Acorn	263.75	
91	H.P. Sodium	16	70	Globe	267.11	
92	H.P. Sodium	20	100	Top Hat	208.32	

Omaha Public Power District
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Electric Rate Schedule
Effective January 1, 2015
Resolution No. 6028

SCHEDULE NO. 350

**MUNICIPAL SERVICE
STREET LIGHTING**

**PART 1 - DISTRICT OWNED AND MAINTAINED SYSTEM
(Dusk to Dawn)**

Category No. 5: LED Lighting Methods*

Annual Rate (\$):

<u>Method Light Source</u>	<u>Approximate Mounting Height (feet)</u>	<u>Lamp Size (watts)</u>	<u>District Owned Pole Consumer Owned Fixture</u>	
			<u>Wood</u>	<u>Metal</u>
<u>Overhead Wiring</u>				
28 LED	25	100	79.23	125.59
29 LED	30	100	85.76	
30 LED	30	200	99.44	
31 LED	40	200	121.87	
<u>Underground Wiring</u>				
26 LED	16	86		90.24
28 LED	25	100	86.15	132.51
30 LED	30	200		188.16
31 LED	40	200		201.90

*Additional agreements will be required.

Omaha Public Power District
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Electric Rate Schedule
Effective January 1, 2015
Resolution No. 6028

SCHEDULE NO. 350

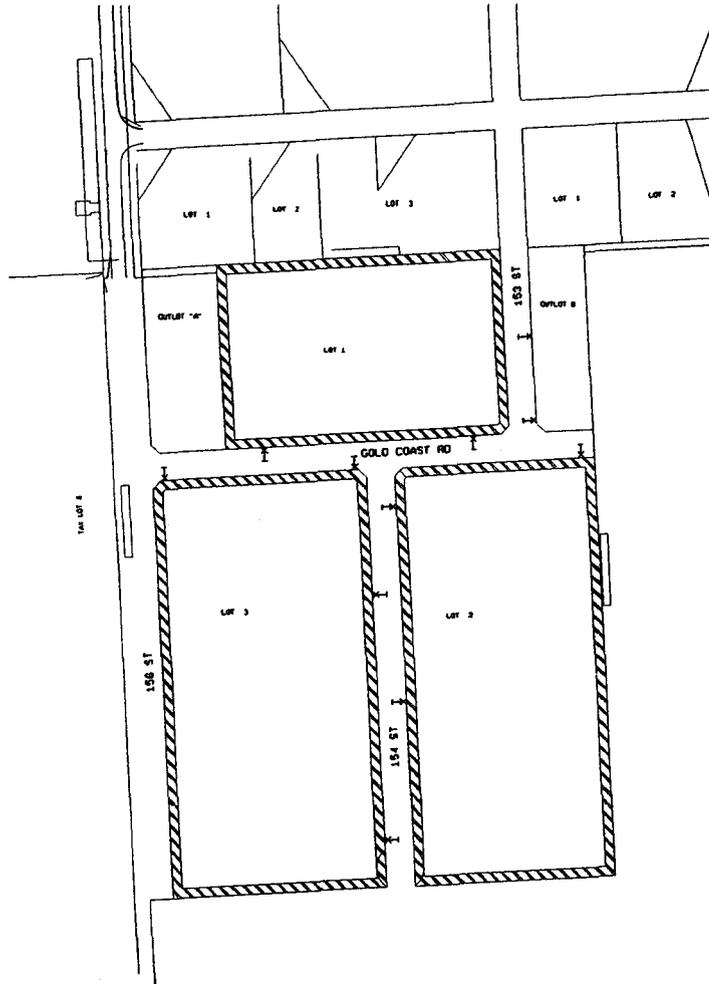
**MUNICIPAL SERVICE
STREET LIGHTING**

PART 2 - CONSUMER OWNED SYSTEM OPERATED BY DISTRICT

Annual Rate (\$):

<u>Method</u>	<u>Light Source</u>	<u>Lamp Size (watts)</u>	<u>Dusk to Dawn</u>
77	H.P. Sodium	50	41.26
78	H.P. Sodium	70	47.28
71	H.P. Sodium	100	63.69
72	H.P. Sodium	150	80.54
76	H.P. Sodium	200	94.54
73	H.P. Sodium	250	109.49
74	H.P. Sodium	400	158.45
79	H.P. Sodium	1,000	340.51
40	LED	54	38.34
41	LED	86	67.56
27	Incandescent	150	64.32
20	Mercury Vapor	100	58.87
22	Mercury Vapor	250	104.67
23	Mercury Vapor	400	152.44
24	Mercury Vapor	700	243.88
25	Mercury Vapor	1,000	332.73
80	Metal Halide	100	57.22
81	Metal Halide	175	80.85
82	Metal Halide	250	105.12
83	Metal Halide	400	147.30
87	Metal Halide	50	38.40

The District has the option of furnishing maintenance service to Part 2 streetlights on a reimbursable basis. The terms and conditions of such service will be set forth in individual contracts.



SR 00047479

0055519301

SCALE	1" = 200'
DRAFT	06-12-15 RAR
CHECK	
PROJLENG	ROSE
NOTED	
PE	
APPD.	
APPD.	
DEPT.	DISTRIBUTION

**STREET LIGHT
EXHIBIT**

KRAMBECK INDUSTRIAL PARK
156TH & SCHRAM

LOTS 1-3, OUTLOTS A & B

SKC-15-437



Your energy. Your future.

FOLD

FOLD

Jeffrey Farnam
Sanitary imp. District #306
220 N 89th Street
Suite 201
Omaha, NE 68114

Invoice No. 184222
Date 01/31/2016

Client No. 13026.0 Sanitary imp. District #306

For Professional Services Rendered:

Completion of Form 1099 and Form 1096

Current Amount Due \$ 260.00

NOTICE OF PREMIUM DUE

CNA SURETY

Phone: 1-888-866-2666
Fax: 1-605-335-0357
Email: uwservices@cnasurety.com

Company#: 0601
Bond/Policy#: 62383043
Billing Date: 03/04/2016
Due Date: 05/04/2016

JAMES MEYERS
1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046-3087

Premium: \$100.00

Amount Due: \$100.00

Company#: 0601
Bond/Policy#: 62383043
Effective Date: 05/04/2016 Anniversary Date: 05/04/2017
Bond amount: \$20,000.00
Name: JAMES MEYERS
Description: NE CLERK SANITARY AND IMPROVEMENT DISTRICT NO. 306 OF SARPY COUNTY NE

Written By: WESTERN SURETY COMPANY

Your agent has requested that we bill your bond/policy directly from our office. PLEASE PAY THE AMOUNT INDICATED to CNA Surety. If this is a renewal, please submit payment at least two weeks prior to the due date to ensure proper and timely renewal of your bond/policy coverage.

If you have any questions, please contact your agent with whom the bond/policy was written.

Phone: (402)397-5050
Agency Code: 26-17208
Arthur J. Gallagher Risk Management Services, Inc.
10050 Regency Circle, Ste. 300
Omaha, NE 68114

YOU CAN PAY ONLINE BY VISITING ONLINEPAY.CNASURETY.COM

Please detach and return the coupon below with your payment. Please send payment to the address below. For overnight payments please call 1-888-866-2666.

Amount Due: \$100.00

CNA Surety
Company#: 0601
Bond/Policy#: 62383043 Effective Date: 05/04/2016
Name: JAMES MEYERS
Description: NE CLERK SANITARY AND IMPROVEMENT DISTRICT NO. 306 OF SARPY COUNTY NE
Written By: WESTERN SURETY COMPANY
Agency Code: 26-17208 Arthur J. Gallagher Risk

Check here if changes needed and explain below.

Make Check Payable To CNA Surety

CNA Surety Direct Bill
P.O. Box 957312
St Louis, MO 63195-7312

NOTICE OF PREMIUM DUE

CNA SURETY

Phone: 1-888-866-2666

Fax: 1-605-335-0357

Email: uwservices@cnasurety.com

Company#: 0601

Bond/Policy#: 62383042

Billing Date: 03/04/2016

Due Date: 05/04/2016

JONATHAN M MEYERS
1210 GATE DRIVE
PAPILLION, NE 68046-3087

Premium: \$100.00

Amount Due: \$100.00

Company#: 0601
Bond/Policy#: 62383042
Effective Date: 05/04/2016 Anniversary Date: 05/04/2017
Bond amount: \$5,000.00
Name: JONATHAN M MEYERS
Description: NE CHAIRMAN SANITARY AND IMPROVEMENT DISTRICT NO. 306 OF SARPY COUNTY NE

Written By: WESTERN SURETY COMPANY

Your agent has requested that we bill your bond/policy directly from our office. PLEASE PAY THE AMOUNT INDICATED to CNA Surety. If this is a renewal, please submit payment at least two weeks prior to the due date to ensure proper and timely renewal of your bond/policy coverage.

If you have any questions, please contact your agent with whom the bond/policy was written.

Phone: (402)397-5050
Agency Code: 26-17208
Arthur J. Gallagher Risk Management Services, Inc.
10050 Regency Circle, Ste. 300
Omaha, NE 68114

YOU CAN PAY ONLINE BY VISITING ONLINEPAY.CNASURETY.COM

Please detach and return the coupon below with your payment. Please send payment to the address below. For overnight payments please call 1-888-866-2666.

Amount Due: \$100.00

CNA Surety
Company#: 0601
Bond/Policy#: 62383042 Effective Date: 05/04/2016
Name: JONATHAN M MEYERS
Description: NE CHAIRMAN SANITARY AND IMPROVEMENT DISTRICT NO. 306 OF SARPY COUNTY NE
Written By: WESTERN SURETY COMPANY
Agency Code: 26-17208 Arthur J. Gallagher Risk

Check here if changes needed and explain below.

Make Check Payable To CNA Surety

CNA Surety Direct Bill
P.O. Box 957312
St Louis, MO 63195-7312



Thompson, Dreessen & Dorner, Inc.
 Consulting Engineers & Land Surveyors

INVOICE

Please remit to:
 TD2 Nebraska Office
 10836 Old Mill Road; Omaha, NE 68154
 Office: 402/330-8860 Fax: 402/330-5866

TD2 South Dakota Office
 5000 S. Minnesota Ave., Ste. 300; Sioux Falls, SD 57108
 Office: 605/951-0886

SID #306 (KRAMBECK INDUSTRIAL PARK)
 JEFFREY FARNHAM
 FARNHAM & SIMPSON, P.C. LLC
 220 N 89TH STREET SUITE 201
 OMAHA, NE 68114

Invoice number 114240
 Date 03/09/2016

Project 1978-101 SID #306 (KRAMBECK INDUSTRIAL PARK) SANITARY SEWER SECTION 1

Professional Services from September 21, 2015 through February 14, 2016

Description	Current Billed
Topographic Survey	0.00
Construction Staking	648.50
Engineering Services	1,691.19
<i>Preparation of Plans and Specifications - 100% - see other side for detail</i>	
Construction Observation and Materials Testing	0.00
Total	2,339.69

Invoice total 2,339.69

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
114240	03/09/2016	2,339.69	2,339.69				
	Total	2,339.69	2,339.69	0.00	0.00	0.00	0.00

Terms Net 30 Days. A Finance Charge of 1 1/2% Per Month (18% per Annum) Will Be Charged on Past Due Accounts. Also Liable for all Legal and Collection Fees.



Thompson, Dreessen & Dorner, Inc.
 Consulting Engineers & Land Surveyors

INVOICE

Please remit to:
 TD2 Nebraska Office
 10836 Old Mill Road; Omaha, NE 68154
 Office: 402/330-8860 Fax: 402/330-5866

TD2 South Dakota Office
 5000 S. Minnesota Ave., Ste. 300; Sioux Falls, SD 57108
 Office: 605/951-0886

SID #306 (KRAMBECK INDUSTRIAL PARK)
 JEFFREY FARNHAM
 FARNHAM & SIMPSON, P.C. LLC
 220 N 89TH STREET SUITE 201
 OMAHA, NE 68114

Invoice number 114237
 Date 03/08/2016
 Project 1978-106 SID #306 (KRAMBECK INDUSTRIAL PARK) MISCELLANEOUS SERVICES

Professional Services from January 4, 2016 through February 14, 2016

Description	Current Billed
Engineering Services	0.00
Erosion Control Monitoring and Reporting Services	566.05
Total	566.05

Invoice total 566.05

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
114237	03/08/2016	566.05	566.05				
	Total	566.05	566.05	0.00	0.00	0.00	0.00

Terms Net 30 Days. A Finance Charge of 1 1/2% Per Month (18% per Annum) Will Be Charged on Past Due Accounts. Also Liable for all Legal and Collection Fees.

**AGENDA FOR SID #306
BOARD OF TRUSTEES MEETING
11:00 A.M., WEDNESDAY MARCH 23, 2016
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 Agreement with OPPD regarding street lighting in Krambeck Industrial Park

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

- | | | |
|----|--|----------|
| 1. | Lutz & Co.
Invoice No. 184222 | \$260.00 |
| 2. | CNA Surety
Bond Renewal | \$200.00 |
| 3. | D.A. Davidson
Placement of General Fund Warrants (5%) | \$23.00 |

C. Ratification and Approval of General Fund Warrants

- | | | |
|----|--|----------|
| 1. | <i>Warrant No. 255</i> – Lutz & Co.
Invoice No. 184222 | \$260.00 |
| 2. | <i>Warrant No. 256</i> – CNA
Bond Renewal | \$200.00 |
| 3. | <i>Warrant No. 257</i> – D.A. Davidson & Co.
Placement of General Fund Warrants | \$23.00 |

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

- | | | |
|----|---|------------|
| 1. | TD2
Invoice No. 114240
Sanitary Sewer – Section 1 | \$2,339.69 |
| 2. | TD2
Invoice No. 114237
Miscellaneous Services | \$566.05 |
| 3. | D.A. Davidson
Placement of Construction Fund Warrants (5%) | \$145.29 |

E. Ratification and Approval of Construction Fund Warrants

- | | | |
|----|---|------------|
| 1. | <i>Warrant No. 258</i> – TD2
Invoice No. 114240
Sanitary Sewer – Section 1 | \$2,339.69 |
| 2. | <i>Warrant No. 259</i> – TD2
Invoice No. 114237
Sanitary Sewer – Section 1 | \$566.05 |
| 3. | <i>Warrant No. 260</i> - D.A. Davidson & Co.
Placement of Construction Fund Warrants | \$145.29 |

VII. Future Agenda Items/Board Calendar

VIII. Public Comments on Non-Agenda Items

IX. Adjournment