

## CERTIFICATE

The undersigned hereby certify that they are the Chairperson and Clerk of Sanitary and Improvement District Number 309 of Sarpy County, Nebraska, (the "District") and hereby further certify as follows:

1. Annexed to this certificate is a true and correct transcript of the proceedings of the Board of Trustees of the District relating to a meeting of said District held on the date and at the time reflected in the meeting minutes contained in said foregoing transcript (the "Meeting"). All of the proceedings of the District and of the Board of Trustees thereof which are set out in the annexed and foregoing transcript have been fully recorded in the journal of proceedings of the District and the undersigned District Clerk has carefully compared the annexed and foregoing transcript with said journal and with the records and files of the District which are in such Clerk's official custody and said transcript is a full, true and complete copy of said journal, records and files which are set out therein.

2. Advance notice for the Meeting was given by publication as set forth in the affidavit of publication contained in the foregoing transcript and was mailed to the Clerk of the municipality or county within whose zoning jurisdiction the District is located at least seven days prior to the date of the Meeting. Advance notice for the Meeting, including notice of agenda subjects, was given to all members of the Board of Trustees. All news media requesting notification of meetings of said body were provided with advance notice of the times and places of such meetings and the subjects to be discussed.

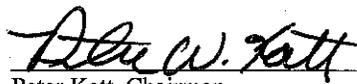
3. All of the subjects addressed at the Meeting were contained in the agenda for the Meeting, which agenda was kept continually current and readily available for public inspection at the address listed in the meeting notice for the Meeting and a copy of which is attached to this Certificate; such subjects were contained in said agenda for at least 24 hours prior to the Meeting and each agenda item was sufficiently descriptive to give the public reasonable notice of the matters to be considered at the Meeting.

4. A current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during the Meeting in the room in which such Meeting was held and all in attendance at the Meeting were informed that such copy of the Nebraska Open Meetings Act was available for review and were informed of the location of such copy in the room in which such Meeting was being held. At least one copy of all resolutions and other reproducible written materials, for which actions are shown in said proceedings, was made available for examination and copying by members of the public at the Meeting.

5. The minutes of the Meeting were in written form and available for public inspection within ten (10) working days after the Meeting or prior to the next convened meeting, whichever occurred earlier, at the office of the District; within thirty (30) days after the date of the Meeting, a copy of the minutes of the Meeting was sent to the Clerk of the municipality or county within whose zoning jurisdiction the District is located.

6. No litigation is now pending or threatened to restrain or enjoin the District from the issuance and delivery of any warrants or other obligations issued by the District or the levy and collection of tax or other revenues or relating to any of the improvements for which any such warrants or other obligations were or are issued nor in any manner questioning the proceedings and authority under which any such warrants or other obligations were or are issued or affecting the validity thereof; neither the corporate existence or boundaries of the District nor the title of its present officers to their respective offices is being contested; no authority or proceedings for the issuance of any warrants or other obligations by the District have been repealed, revoked or rescinded as of the date hereof. All actions taken by the Board of Trustees referred to in said transcript were taken at a public meeting while open to the attendance of the public.

IN WITNESS WHEREOF, we have hereunto affixed our official signatures this 15<sup>th</sup> day of March, 2016.

  
Peter Katt, Chairman

  
Scott Kinkaid, Clerk

**MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES  
OF SANITARY AND IMPROVEMENT DISTRICT NO. 309 OF  
SARPY COUNTY, NEBRASKA HELD AT 10:15 A.M. ON MARCH  
15, 2016 AT 12040 MCDERMOTT PLAZA, STE. 200, LA VISTA,  
NEBRASKA**

The meeting of the Board of Trustees of Sanitary and Improvement District No. 309 of Sarpy County, Nebraska was convened in open and public session at 10:15 a.m. on March 15, 2016, at 12040 McDermott Plaza, #200, La Vista, Nebraska, 68128.

The Clerk further advised that copy of the current Nebraska Open Meetings Act was available for review and inspection at this meeting in accordance with State Law.

Present at the meeting were Trustees Peter Katt, Scott Kinkaid and Steve Champoux. Also present were Larry A. Jobeun of Fullenkamp, Doyle & Jobeun, attorneys on behalf of the District; Eric Galley of Olsson Associates, engineers on behalf of the District; and Rob Wood of Kuehl Capital Corporation, the municipal advisors on behalf of the District. Trustees Brad Sullivan and Chris Demuth were absent.

Notice of the meeting was given in advance thereof by publication in The Papillion Times on March 9, 2016, a copy of the Proofs of Publication being attached to these minutes. Notice of the meeting was simultaneously given to all members of the Board of Trustees and a copy of their Acknowledgement of Receipt of Notice is attached to these minutes. Availability of the agenda was communicated in the published notice and in the notice of the Trustees of this meeting. All proceedings of the Board were taken while the convened meeting was open to the attendance of the public.

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

The Chairman first presented the Outlot Purchase Agreement, to be entered by and between the District and River Oaks Development, LLC, for the District's purchase and acquisition of the Outlots "B" through "I" within River Oaks. Then, upon a motion duly made, seconded and upon a roll call vote of "aye", the Trustees unanimously approved the Outlot Purchase Agreement. The Chairman and Clerk were then further authorized to sign an original

of the Agreement on behalf of the District. The Clerk was directed to retain a copy of the fully executed Agreement in the file of the District.

The Chairman then presented the Water Main Extension Agreement – Section II, prepared by Metropolitan Utilities District, for the construction of the water main extension and related improvements in Phase II, together with an estimate of the total cost of said improvements and related letter prepared by Olsson Associates, engineers for the District, which cost estimate, including engineering fees, legal fees, fiscal fees, administrative costs and other miscellaneous costs in the sum of \$250,000.00.

After discussion the Resolution contained in Exhibit “A” attached hereto and by this reference incorporated herein was duly introduced, seconded and upon a roll call vote of “aye” by the Trustees Peter Katt, Scott Kinkaid and Steve Champoux, was unanimously adopted; the Trustees then passed the following resolutions:

RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 309 of Sarpy County, Nebraska that the hearing on the proposed Resolution of Advisability and Necessity for the construction of the Water Main Extension in accordance with the Water Main Extension Agreement – Section II with MUD, shall be held at 5:15 p.m. on April 5, 2016, at 12040 McDermott Plaza, #200, La Vista, Nebraska, at which time owners of the property within the District who might become subject to assessment for the improvements contemplated by the proposed Resolution of Necessity may appear and make objections to the proposed improvements and if a petition opposing the proposed Resolution of Advisability and Necessity, signed by property owners representing a majority of the front footage which might become subject to assessments for the cost of said improvements, as set out in the Resolution, as filed with the Clerk of the District within three days before the date set for hearing on such Resolution, such Resolution shall not be passed.

BE IT FURTHER RESOLVED that the notice of said hearing shall be given by publication in The Papillion Times, a legal newspaper of Sarpy County, Nebraska for two consecutive weeks on March 23 and 30, 2016, which publication shall contain the entire wording of the proposed Resolution and that notice shall be given by posting same in three conspicuous places within the boundaries of the District as required by §31-745 R.R.S.; and further, that the Clerk of the District shall give notice not less than seven days prior

to said hearing to the Sarpy County Clerk, as required by §31-727.02 R.R.S.

In connection with the above matter, the Clerk next presented the Gas Main Extension Agreement, to be entered into by and between the District and MUD for the construction of the gas main extension and related appurtenances thereto. There being no consideration to be paid by the District with respect to these improvements, the Chairman stated it would not be necessary to enter into a resolution of necessity, but rather approve the Agreement at these proceedings. Then, upon a motion duly introduced, seconded and upon a roll call vote of "aye" by the Trustees Peter Katt, Scott Kinkaid and Steve Champoux, the Gas Main Extension Agreement was unanimously approved by the Trustees and the Chairman was authorized to sign the same on behalf of the District.

The following matters were then discussed in the order below:

- 1.) Contractor Agreement – between Myers Concrete and the District for the installation of the curb ramps and payment for work relating thereto; the Chair and Clerk were authorized to sign the Agreement and the payment of \$4,950.00, as defined therein, was approved to be paid to Myers Concrete out of the Construction Fund Account of the District;
- 2.) Change Order No. 1 – Sanitary Sewer Section II; net project increase of \$8,433.00; questions were asked as to whether the amount was still within the projects budget authority, as outlined in the approved resolution of necessity for the project. It was then stated that the amount paid to Kersten's thus far and the addition of the amount added pursuant to the Change Order is still within the scope of the originally approved resolution for the project; the Trustees then unanimously approved the same and the Chairman was authorized to sign on behalf of the District;
- 3.) Master Agreement Work Order #2 – to be entered into by and between the District and Olsson Associates. The Trustees unanimously approved the same and the Chairman was authorized to sign the same on behalf of the District;
- 4.) Miscellaneous matters before the Board, as deemed necessary.

The Chairman next presented the following statements for payment from the Construction Fund Account of the District and directed the Clerk to attach copies of said statements to these minutes:

- |  |            |
|--|------------|
| a. Myers Concrete, Inc. for installation of the handicap curb ramps as directed and in accordance with the contract related thereto. | \$4,950.00 |
| b. Fullenkamp, Doyle & Jobeun for legal services rendered in connection with Item a. hereinabove (5%).                               | \$ 247.50  |
| c. Kuehl Capital Corporation for municipal advisory services related to Construction Fund warrants issued at this meeting (2.5%).    | \$ 129.94  |
| d. West Gate Bank for underwriting services related to Construction Fund warrants issued at this meeting (0.25%).                    | \$ 13.32   |

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

RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 309 of Sarpy County, Nebraska that the Chairman and Clerk be and they hereby are authorized and directed to execute and deliver Warrant Nos. 110 through 113, of the District, dated the date of this meeting, to the following payees, for the following services and in the following amounts, said warrants to draw interest at the rate of 7% per annum, said warrants to be payable from the Construction Fund Account (interest payable on September 1 annually) of the District and to be redeemed no later than five (5) years of the date hereof being, March 15, 2021 (the "**Construction Fund Warrants**"), subject to extension of said maturity date by order of the District Court of Sarpy County, Nebraska after notice is given as required by law, to-wit:

- a) Warrant No. 110 for \$4,950.00 made payable to Myers Concrete, Inc. for completion of the curb ramp installation in connection with the Paving – Section I Improvements. CF
- b) Warrant No. 111 for \$247.50 made payable to Fullenkamp, Doyle & Jobeun for legal services rendered in connection with item a) hereinabove.
- c) Warrant No. 112 for \$129.94 made payable to Kuehl Capital Corporation for municipal advisory services on Construction Fund Warrants issued at this meeting (2.5%). CF

- d) Warrant No. 113 for \$13.32 made payable to West Gate Bank for warrant holding fee for Construction Fund Warrants issued at this meeting (0.25%). CF

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 309 of Sarpy County, Nebraska, that the District hereby finds and determines and covenants, warrants and agrees as follows in connection with the issuance of the Construction Fund Warrants: (i) the improvements and/or facilities being financed by the Construction Fund Warrants are for essential governmental functions and are designed to serve members of the general public on an equal basis; (ii) all said improvements have from the time of their first acquisition and construction been owned, are owned and are to be owned by the District or another political subdivision; (iii) to the extent special assessments have been or are to be levied for any of said improvements, such special assessments have been or are to be levied under Nebraska law as a matter of general application to all property specially benefited by said improvements in the District; (iv) the development of the land in the District is for residential or commercial use and the development of the land in the District for sale and occupation by the general public has proceeded and is proceeding with reasonable speed; (v) other than any incidental use of said improvements by a developer during the initial period of development of said improvements, there have been, are and will be no persons with rights to use such improvements other than as members of the general public; (vi) none of the proceeds of said Construction Fund Warrants have been or will be loaned to any private person or entity; and (vii) and the District does not reasonably expect to sell or otherwise dispose of said improvements and/or facilities, in whole or in part, prior to the last maturity of the Construction Fund Warrants.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 309 of Sarpy County, Nebraska that the District covenants and agrees concerning the Construction Fund Warrants that: (i) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Construction Fund Warrants and (ii) it will not use or permit the use of any proceeds of the Construction Fund Warrants or any other funds of the District nor take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Construction Fund Warrants. In addition, the District will adopt such other resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Construction Fund Warrants will remain excluded from federal gross income, to the extent any such actions can be taken by the District.

The District covenants and agrees that (i) it will comply with all requirements of Section 148 of the Code to the extent applicable to the Construction Fund Warrants, (ii) it will use the proceeds of the Construction Fund Warrants as soon as practicable and with all reasonable dispatch for the purposes for which the Construction Fund Warrants are issued, and (iii) it will not invest or directly or indirectly use or permit the use of any proceeds of the Construction Fund Warrants or any other funds of the District in any manner, or take or omit to take any action, that would cause the Construction Fund Warrants to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

The District covenants and agrees that it will pay or provide for the payment from time to time of all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any Regulations applicable to the Construction Fund Warrants from time to time. This covenant shall survive payment in full of the Construction Fund Warrants. The District specifically covenants to pay or cause to be paid to the United States, the required amounts of rebatable arbitrage at the times and in the amounts as determined by reference to the Code and the Regulations. Pursuant to the "small issuer exception" set forth below, the District does not believe the Construction Fund Warrants will be subject to rebate.

The District covenants and agrees that (to the extent within its power or direction) it will not use any portion of the proceeds of the Construction Fund Warrants, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Construction Fund Warrant to be a "private activity bond".

The District makes the following representations in connection with the exception for small governmental units from the arbitrage rebate requirements under Section 148(f)(4)(D) of the Code:

- (i) the District is a governmental unit under Nebraska law with general taxing powers;
- (ii) none of the Construction Fund Warrants is a private activity bond as defined in Section 141 of the Code;
- (iii) ninety-five percent or more of the net proceeds of the Construction Fund Warrants are to be used for local governmental activities of the District;
- (iv) the aggregate face amount of all tax-exempt obligations (other than "private activity bonds," but including any tax-exempt lease-purchase agreements) to be issued by the District during the current calendar year is not reasonably expected to exceed \$5,000,000; and

(v) the District (including all subordinate entities thereof) will not issue in excess of \$5,000,000 of tax-exempt indebtedness (other than "private activity bonds," but including any tax-exempt lease-purchase agreements) during the current calendar year without first obtaining an opinion of nationally recognized counsel in the area of municipal finance that the excludability of the interest on the Construction Fund Warrants from gross income for federal tax purposes will not be adversely affected thereby.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 309 of Sarpy County, Nebraska that the District hereby covenants, warrants and agrees that to the extent that it may lawfully do so, the District hereby designates the Construction Fund Warrants as its "qualified tax exempt obligations" under Section 265(b)(3)(B)(i)(III) of the Code.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 309 of Sarpy County, Nebraska that this and the preceding Resolutions are hereby adopted as the Certificate with Respect to Arbitrage of the District pertaining to the Construction Fund Warrants and the District hereby further certifies, as of the date of the registration of the Construction Fund Warrants with Sarpy County, Nebraska as follows:

1. The District reasonably anticipates that a portion of the monies in its Bond Fund will be expended for payment of principal of and interest on the bonds and/or construction fund warrants of the District within 12 months after receipt of such monies. The District hereby establishes a reserve fund within its Bond Fund in connection with the issuance of the Construction Fund Warrants in the amount equal to the least of (i) 10% of the stated principal amount of the Construction Fund Warrants, (ii) the maximum annual debt service due on the Construction Fund Warrants during any fiscal year, or (iii) 125% of the average annual debt service for the Construction Fund Warrants over the term of such warrants. That amount that is currently held in the District's Bond Fund which exceeds the amount to be expended for payment of principal and interest on the bonds and/or construction fund warrants of the District within 12 months after receipt of such monies, plus that amount arrived at pursuant to the immediately preceding sentence, will not be invested in any securities or any other investment obligations which bear a yield, as computed in accordance with the actuarial method, in excess of the yield on the Construction Fund Warrants.

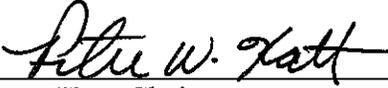
2. To the best of their knowledge, information, and belief, the above expectations are reasonable.
3. The District has not been notified of any listing of it by the Internal Revenue Service as an issuer that may not certify its debt.
4. This Certificate is being passed, executed and delivered pursuant to Section 1.148-2 (b) (2) of the Income Tax Regulations under the Code (the "**Regulations**").

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 309 of Sarpy County, Nebraska the District hereby authorizes and directs the Chair or Clerk to file or cause to be filed, when due, an information reporting form pursuant to Section 149(e) of the Internal Revenue Code of 1986, as amended (the "**Code**"), pertaining to the Construction Fund Warrants.

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

**MINUTES SIGNATURE PAGE FROM THE MEETING OF SANITARY  
AND IMPROVEMENT DISTRICT NO. 309 OF SARPY COUNTY,  
NEBRASKA, HELD ON MARCH 15, 2016**

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



Peter Katt, Chairman



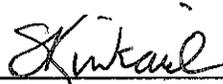
Scott Kinkaid, Clerk



**CERTIFICATE**

The undersigned being Clerk of Sanitary and Improvement District No. 309 of Sarpy County, Nebraska ("River Oaks") hereby certifies that Notice of meeting of the Board of Trustees of said District held on March 15, 2016, was delivered to the Sarpy County Clerk via facsimile and/or electronic mail transmittal at least seven (7) days prior to the date of said meeting.

The undersigned further certifies that the agenda for the meeting of the Board of Trustees of said District was prepared and available for public inspection at the address designated in the notice of meeting given in advance thereof by publication in The Papillion Times on March 9, 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 Sarpy County Clerk, Papillion, Nebraska within thirty (30) days from the date of this meeting.



\_\_\_\_\_  
Scott Kinkaid, Clerk

**SALE AND PURCHASE AGREEMENT  
(Outlots B thru I, inclusive, River Oaks)**

THIS SALE AND PURCHASE AGREEMENT, dated as of the \_\_\_ day of March, 2016 (the "Effective Date"), by and between RIVER OAKS DEVELOPMENT, LLC, a Nebraska limited liability company, ("Seller"), and Sanitary and Improvement District 309, Sarpy County, Nebraska, a political subdivision of the State of Nebraska ("Purchaser").

RECITALS:

A. Seller desires to sell to Purchaser and Purchaser desires to purchase from Seller the following legally described real property located in Sarpy County, Nebraska, to-wit:

Outlots "B" thru "I", inclusive, River Oaks, a Subdivision as surveyed, platted and recorded in Sarpy County, Nebraska (collectively the "Property").

B. As consideration for the sale of the Property, Purchaser shall own and maintain the Property, and Seller shall receive warrants in the amount of the purchase price to be paid at the time the Purchaser is able to pay the purchase price as reasonably determined by Purchaser's municipal advisor in accordance with the terms and conditions of the Subdivision Agreement entered into by and between the Seller, Purchaser and Sarpy County, Nebraska, dated August 25, 2015.

AGREEMENT:

NOW, THEREFORE, in consideration of the recitals and the mutual agreements, provisions and covenants herein contained, Seller and Purchaser hereby agree as follows:

SECTION 1.                    PROPERTY.

Subject to the terms and conditions of this Agreement, Seller agrees to sell, convey, assign, transfer and deliver to Purchaser, and Purchaser shall buy, accept and receive from Seller on the Closing Date the Property together with all of the rights, privileges and appurtenances thereunto belonging and all of the rights of Seller in and to all improvements and fixtures thereon.

SECTION 2.                    CONSIDERATION PAYABLE TO SELLER BY PURCHASER FOR THE PROPERTY.

2.1 Purchase Price. Subject to the terms and conditions of this Agreement, and in reliance upon the representations and warranties of Seller herein contained, and in consideration of the sale, conveyance, assignment, transfer and delivery of the Property by Seller to Purchaser

pursuant to Sections 1 hereof, Purchaser agrees to purchase the Property from Seller and to own and maintain the Property and pay to Seller the product obtained by multiplying Twenty Four Thousand Seven Hundred Ninety (\$24,790.00) Dollars by the number of acres of the Property, plus a maximum of twenty (20%) percent soft costs, which may be paid through the general obligation fund of the Purchaser (the "Purchase Price").

2.2 Payment of Purchase Price. Purchaser shall pay the Purchase Price to Seller in cash within thirty (30) days after the earlier of: (i) Purchaser reasonably determining that it will be subject to annexation into the corporate limits of any governing jurisdiction; or (ii) Purchaser being deemed in a satisfactory financial condition to pay Seller the Purchase Price as reasonably determined by the Purchaser's municipal advisor (the "Payment Date").

SECTION 3. CLOSING.

Subject to the terms and conditions contained in this Agreement, the transfer of the Property from Seller to Purchaser will take place at the offices of Fullenkamp, Doyle & Jobeun, 11440 West Center Road, Omaha, Nebraska, 68144, within thirty (30) days after the Effective Date of this Agreement (the "Closing Date").

SECTION 4. DISCLAIMER OF WARRANTY.

Purchaser acknowledges that the Purchaser has been afforded the opportunity to inspect the Property, and an additional opportunity for inspection under Section 7 of this Agreement, to conduct such inspections and testings as the Purchaser has deemed appropriate and to verify all information furnished by the Seller. Without reliance on any information provided by the Seller, the Purchaser has determined that the physical properties are satisfactory to Purchaser in all respects. It is understood that Seller has made no representation either express or implied as to the condition or state of repair of the Property, including, without limitation to compliance of the Property with any governmental regulations and has made no agreement to alter, repair, or improve the Property. The sole obligation of Seller will be to deliver possession of the Property to Purchaser on the Closing Date in substantially the same condition (normal wear and tear and casualty loss excepted) as existed on the date of this Agreement and the Purchaser agrees to accept possession of the Property on the Closing Date in an **AS IS condition WITH ALL FAULTS and WITHOUT EXPRESS OR IMPLIED WARRANTY.**

SECTION 5. CONDITIONS PRECEDENT TO OBLIGATIONS OF PURCHASER.

The obligations of the Purchaser to purchase and acquire the Property from Seller is subject to the satisfaction, on or before the Closing Date, or earlier date if specified, of all of the following conditions, which conditions may be waived in writing by Purchaser:

5.1 Absence of Litigation. No action, suit or proceeding before any court or governmental body or authority pertaining to the Property or the transaction contemplated by this Agreement or to its consummation shall have been instituted or threatened on or before the Closing Date.

5.2 Title Insurance. Purchaser shall have received the Title Commitment as contemplated by Section 6.1 and shall not have terminated this Agreement within the time period provided therein.

5.3 Inspection. Purchaser shall not have terminated this Agreement pursuant to the provisions of Section 7 within the time period provided therein.

## SECTION 6. TITLE INSURANCE.

6.1 Title Commitment. Within twenty (20) days after the Effective Date of this Agreement, Purchaser shall obtain a title commitment (the "Title Commitment") from First American Title & Escrow Company (the "Title Company") with respect to the Property.

6.2 Title Objections. If Purchaser has any objection to the exceptions or conditions of the Title Commitment, then within ten (10) days after receipt of the Title Commitment, Purchaser shall deliver to Seller in writing a statement of such objections. Seller shall within thirty (30) days after receipt of such objections (the "Cure Period"), endeavor to furnish to Purchaser an amended Title Commitment satisfying all such objections; but if such amended Title Commitment shall not be furnished within the time required, then Purchaser shall have the option to proceed to close the purchase and sale of the Property or terminate this Agreement by giving written notice thereof to Seller at any time within thirty (30) days after expiration of the Cure Period, and upon giving such notice, this Agreement shall terminate and both parties shall be fully discharged from all duties of performance hereunder and all other obligations hereof and the Earnest Money and all accrued interest thereon returned to Purchaser. If Purchaser shall not give Seller notice of termination within the time provided, then Purchaser waives such title objections and the right to terminate this Agreement because of such title objections. At Purchaser's option, the Title Commitment shall be updated to the Closing Date.

6.3 Title Policy. Seller shall furnish to Purchaser an owners policy of title insurance showing title to be good and marketable and to be vested in Seller in fee simple, subject only to (i) applicable zoning regulations, (ii) such easements, restrictions and covenants of record as shall be disclosed by the Title Commitment and to which Purchaser does not make objection, (iii) any exceptions or limitations stipulated by the Title Company to which the Purchaser does not object or if objected to are subsequently waived by Purchaser, issued by the Title Company and insuring Purchaser in the amount of the Purchase Price. The policy shall be issued forthwith after this Agreement has been consummated and the Seller's Warranty Deed placed of record.

SECTION 7.            INSPECTIONS.

Purchaser and its representatives, at their expense, within thirty (30) days from the execution of this Agreement ("Inspection Period"), shall have the right to enter upon the Property to make borings, studies and other tests, including engineering studies, environmental studies, and soil analysis, or for any other purpose which may assist Purchaser to determine the suitability of the Property for Purchaser's desired purposes. If, within the Inspection Period, any such borings, studies, or other tests disclose that, in Purchaser's reasonable business judgment, the Property is not suitable for Purchaser's desired purposes, then, Purchaser either may: (i) complete the purchase of the Property in the existing condition; or (ii) declare this Agreement null and void at any time prior to the expiration of the Inspection Period. If Purchaser shall notify Seller in writing within the Inspection Period of its election to terminate this Agreement, then this Agreement shall be null and void and the Earnest Money and all accrued interest thereon shall be immediately returned to Purchaser. If Purchaser shall fail to notify Seller of its election to terminate this Agreement within the Inspection Period, Purchaser shall be deemed to have waived the right to terminate this Agreement for the reasons specified in Section 7 hereof.

SECTION 8.            EXPENSES.

8.1 Expenses. Seller shall pay all costs of associate with the inspection and transfer of the Property.

8.2 Attorney Fees. Each party shall pay their own attorney's fees.

SECTION 9.            POSSESSION.

Possession of the Property shall be delivered to Purchaser at Closing.

SECTION 10.          DEFAULT.

10.1 Default by Seller. In the event of Seller's failure to complete the transaction contemplated by this Agreement, Purchaser, at its option, may (i) terminate this Agreement by written notice to Seller and both parties shall be discharged from all duties of performance hereunder; and the Earnest Money and accrued interest thereon shall be returned to Purchaser, or (ii) enforce this Agreement by action for specific performance of this Agreement or by an action for damages.

10.2 Default by Purchaser. In the event of Purchaser's failure to complete the transaction contemplated by this Agreement, Seller, at its option, may (i) terminate this Agreement by written notice to Purchaser and both parties shall be discharged from all duties of performance hereunder; and the Earnest Money and accrued interest thereon shall be delivered to Seller, or (ii) enforce this Agreement by an action for specific performance of this Agreement or by an action for damages.

10.3 Remedies Exclusive. The remedies provided in this Section 10 are exclusive and noncumulative, and Seller and Purchaser each hereby waives the right to pursue any and all other remedies for default not expressly provided for in this Agreement, and Purchaser and Seller each acknowledge that the provision of this Section 10 is a material inducement to each of them to enter the transaction contemplated hereby.

SECTION 11. CONDEMNATION.

In the event of the taking (in whole or in part) of the Property under the power of eminent domain, then Purchaser shall proceed with the Closing without reduction of the Purchase Price, in which event Seller shall pay over or assign to Purchaser all amounts theretofore actually received by Seller on account of such taking or takings and all then outstanding claims for damages and compensation accruing to the benefit of Seller on account of such taking or takings.

SECTION 12. MISCELLANEOUS.

The following miscellaneous provisions shall apply to this Agreement:

12.1 Agent's Commission. The parties hereto acknowledge that no agents or brokers have been retained to represent either party in this transaction, and each party hereto agrees to indemnify and hold harmless the other party from any claims asserted by any other agent or broker or other person arising out of any act by such party as a result of the consummation of this transaction.

12.2 Waivers. Seller and Purchaser may, by written notice to the other, (a) extend the time for performance of any of the obligations or other actions of the other under this Agreement; (b) waive any inaccuracies in the representations and warranties of the other contained in this Agreement or in any documents delivered pursuant to this Agreement; (c) waive compliance with any of the conditions or covenants of the other contained in this Agreement; or (d) waive or modify performance of any of the obligations of the other under this Agreement. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representations, warranties, covenants or agreements contained in this Agreement. Any waiver by Seller or Purchaser of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

12.3 Notices. All notices which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respect if given in writing, and if delivered in person, effective the date of delivery, or if mailed by registered, certified or express mail, postage prepaid, effective the day after depositing the notice in the U.S. Mail service or an overnight express mail carrier, as follows:

If to Seller: River Oaks Development, LLC  
Attn: Peter Katt  
1125 South 103rd Street  
Omaha, Nebraska 68124

If to Purchaser: SID 309, Sarpy County  
Attn: Larry Jobeun, Attorney for SID 309  
11440 West Center Road, Ste. C  
Omaha, Nebraska 68144

or at such other address as any party hereto shall have designated by notice in writing to the other parties hereto.

12.4 Amendments and Supplements. At any time before the Closing Date, this Agreement, or any other agreement relating to this Agreement, may be amended or supplemented by additional agreements, articles or certificates as may be determined by Seller and Purchaser to be necessary, desirable or expedient to further the purposes of this Agreement or to clarify the intention of the parties hereto, or to add to or modify the covenants, terms or conditions hereof or to effect or facilitate any approval or acceptance of the transactions contemplated by this Agreement or the consummation of the transaction contemplated hereby.

12.5 Survival of Representations, Warranties and Covenants. All representations, warranties and covenants made in or pursuant to this Agreement shall survive the Closing hereunder.

12.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the parties with respect to the subject matter of this Agreement.

12.7 Time of Essence. Time is of the essence of this Agreement.

12.8 Applicable Law. This Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of Nebraska applicable to contracts made and performed in Nebraska.

12.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

12.10 Purchaser's Representations. Purchaser hereby represents that it shall approve the issuance of the warrants and cause such warrants to be registered as negotiable instruments to potentially be resold by Seller to a third party purchaser for the purposes of paying Seller the Purchase Price on the Payment Date.

**THIS OFFER IS BASED UPON BUYER'S PERSONAL INSPECTION OR INVESTIGATION OF THE PROPERTY AND NOT UPON ANY REPRESENTATION OR WARRANTIES OF CONDITION BY THE SELLER OR SELLER'S AGENT.**

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto, at the place and date specified immediately adjacent to their respective names.

**SELLER:**

River Oaks Development, LLC, a Nebraska limited liability company,

Date: \_\_\_\_\_.

By: \_\_\_\_\_  
Peter Katt, Administrative Member

**PURCHASER:**

Sanitary and Improvement District No. 309, Sarpy County, Nebraska, a political subdivision of the State of Nebraska,

Date: \_\_\_\_\_.

By: \_\_\_\_\_  
Peter Katt, Chairman

**ATTEST:**

By: \_\_\_\_\_  
Scott Kinkaid, Clerk

# Change Order

No. 1

Date of Issuance: 3/9/2016

Effective Date: 3/9/16

Project: Sanitary Sewer – Section II	Owner: S.I.D. 309 (River Oaks)	Owner's Contract No.:
Contract: Sanitary Sewer – Section II		Date of Contract: 10/7/2015
Contractor: Kersten Construction, Inc.		Engineer's Project No. A15-0415

**The Contract Documents are modified as follows upon execution of this Change Order:**

**Description:**

Addition of 9 additional services along 184<sup>th</sup> Street for future lots at the request of Legacy Development Team.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:  \$262,584.00	Original Contract Times: <input checked="" type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (date): <u>35 days</u> Ready for final payment (date): <u>10 days</u>
Increase from previously approved Change Orders No. 0 to No. 1:  \$0.00	No Change from previously approved Change Orders No. 0 to No. 1:  Substantial completion (days): <u>0 days</u> Ready for final payment (days): <u>0 days</u>
Contract Price prior to this Change Order:  \$262,584.00	Contract Times prior to this Change Order: Substantial completion (date): <u>35 days</u> Ready for final payment (date): <u>10 days</u>
Increase of this Change Order:  \$8,433.00	Increase of this Change Order: Substantial completion (days): <u>3 days</u> Ready for final payment (days): <u>0 days</u>
Contract Price incorporating this Change Order:  \$271,017.00	Contract Times with all approved Change Orders: Substantial completion (date): <u>38 days</u> Ready for final payment (date): <u>10 days</u>

RECOMMENDED:

By: [Signature]  
Construction Manager (Authorized Signature)  
Date: 3/9/16

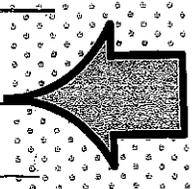
Approved by Funding Agency (if applicable):  
\_\_\_\_\_  
cc:

ACCEPTED:

By: [Signature]  
Contractor (Authorized Signature)  
Date: 3/9/16

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)  
Date: \_\_\_\_\_





## MASTER AGREEMENT WORK ORDER # 2

This exhibit is hereby attached to and made a part of the Master Agreement for Professional Services dated August 12, 2015 between Sanitary and Improvement District 309 of Sarpy County, Nebraska ("Client") and Olsson Associates ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is as indicated below.

### GENERAL

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

### PROJECT DESCRIPTION AND LOCATION

Project will be located at: 185<sup>th</sup> & Harrison Street

### SCOPE OF SERVICES

#### SWPPP Inspections

- SWPPP monitoring and inspection services are required during construction from point of ground disturbance to completed site development.
- We shall provide an engineering technician under supervision of a professional engineer for SWPPP inspection a minimum of once per week during construction of the project.
- This will include a scheduled once-per-week site visit and additional visits as required for rain events of ½" or more in any 24 hour period.
- Olsson shall report SWPPP compliance to the best of our knowledge. Inspection reports shall be retained on-site or online and will be communicated to the on-site contractor.
- Estimated fee covers a period of approximately nine (9) months, at a rate of \$800 per month.

***Fee Amount is estimate. SWPPP Inspections shall be provided at \$800 per month for an estimated period of nine (9) months. This may vary based on the final construction schedule. Olsson shall obtain email approval from client for additional effort beyond the fee listed and shall invoice accordingly.***

**COMPENSATION**

Item	Total Fee % of Construction <sup>(1)</sup>	Design Fee % of Construction	Construction Fee % of Construction
Paving <sup>(2)</sup>	21.0%	10.0%	11.0%
Sanitary Sewer <sup>(2)</sup>	22.0%	9.0%	13.0%
Storm Sewer <sup>(2)</sup>	21.0%	11.0%	10.0%
Water / Gas <sup>(2)</sup>	12.0%	5.0%	7.0%
Power <sup>(2)</sup>	10.0%	5.0%	5.0%
<b>Total Fees (Weighted)</b>	<b>19.0%</b>	<b>8.8%</b>	<b>10.2%</b>

- (1) All fees listed above do not include reimbursable expenses. Reimbursable expenses (i.e. mileage, reproduction costs, application fees, postage, etc.) shall be billed in addition to the contract amount. See General Provisions for additional information.
- (2) Percentage of construction is based upon a total construction cost of approximately \$1,488,225. Should the actual construction costs vary by more than 15% either way, percentage of construction for engineering may be modified.
- (3) Fee Amount is estimate. SWPPP Inspections will be provided at \$800 per month for an estimated period of 9 months. This may vary based on the construction schedule.

<b>Payment Terms</b>			
<b>Infrastructure Design (Paving &amp; Sewers)</b>		<b>Power, Water, &amp; Gas Service</b>	
<b>Stage</b>	<b>Percentage of Fee Paid</b>	<b>Stage</b>	<b>Percentage of Fee Paid</b>
Completion of Design	75%	Execution of Service Agreement	75%
Award of Construction Contract	100%	Commencement of Installation	100%
<b>Construction Admin, Observation, Staking, &amp; Testing</b>		Billed Monthly based upon % of Construction Completed	

**Note:**

- Final "Lump Sum" fees will be agreed upon with the Bid Tabulations prior to construction start. Any changes in construction costs (up or down) after award will not affect the fees noted above, unless changes require significant redesign.

**Exclusions:**

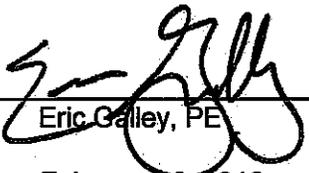
- Sales Plats
- Amenities and landscaping design
- Special assessments (hourly service)
- SID maintenance and annual engineering services (hourly service)

**TERMS AND CONDITIONS OF SERVICE**

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

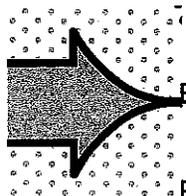
**OLSSON ASSOCIATES, INC.**

By  \_\_\_\_\_  
Eric Galley, PE  
Date February 22, 2016

By  \_\_\_\_\_  
Justin Feik, Construction Manager  
Date February 22, 2016

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

**SANITARY AND IMPROVEMENT DISTRICT 309 OF SARPY COUNTY, NEBRASKA**



By \_\_\_\_\_  
Signature

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Dated: \_\_\_\_\_



February 22, 2016

S.I.D. No. 309 (River Oaks)  
c/o Fullenkamp, Doyle, & Jobeun  
Attn: Larry Jobeun  
11440 W. Center Road  
Omaha, NE 68144

RE: S.I.D. 309 River Oaks Phase II (Lots 1-61)  
MUD Water Extension Agreement 100055001154  
Olsson Project No. A15-0415

Dear Mr. Jobeun and Members of the Board,

Enclosed are two (2) copies of a Metropolitan Utilities District contract for district furnished labor and material costs associated with the water system for S.I.D. 309 River Oaks. Installation of the water main system and other required materials have been bid separately.

The engineer's estimate of the total cost of the MUD reimbursements, labor and material costs are as follows:

MUD Furnished Labor and Materials	\$ 191,643.00
Contribution to Pioneer Mains	\$ 0.00
<hr/>	
<b>TOTAL MUD PROJECT COST:</b>	<b>\$ 191,643.00</b>

We hereby recommend payment in the total amount of **\$191,643.00** to MUD. Please return both copies of the Agreement to MUD along with payment.

Sincerely,

A handwritten signature in black ink, appearing to read 'Eric Galley', is written over a circular stamp or seal.

Eric Galley, PE

Encls:  
CC: File

F:\Projects\015-0415\20-Management\Project Administration\\_RON, NTC, LOR\3. Letter of Recommendations\S.I.D. Recommendations\16-02-22\_LDVP\_MUD Phase II Water Main Extension\_50415.doc

# Statement of Activities

SID NO. 309 - RIVER OAKS

July 01, 2015 to February 29, 2016



**KUEHL CAPITAL**  
MUNICIPAL FINANCIAL ADVISORS

	GENERAL FUND	BOND FUND
REVENUES		
TOTAL REVENUES	<u>\$0.00</u>	<u>\$0.00</u>
EXPENDITURES		
CAPITAL FACILITIES FEES	\$0.00	\$141,929.85
CITY - COUNTY REVIEW FEES	\$0.00	\$13,721.00
DISCLOSURE COUNSEL	\$3,000.00	\$0.00
ELECTRICAL	\$0.00	\$25,650.00
ENGINEERING	\$0.00	\$200,947.21
FINANCIAL ADVISORY FEES	\$6,000.00	\$0.00
INSURANCE	\$2,826.00	\$0.00
LEGAL EXPENSES (SID ATTORNEY)	\$6,315.00	\$35,436.03
PAVING & STORM SEWER	\$0.00	\$264,746.38
UNDERWRITING FEES	\$46.12	\$2,004.62
WARRANT STRUCTURING FEES	\$303.53	\$19,557.47
WATER - GAS (INTERNAL)	\$0.00	\$432.00
WATER - PINONEER MAIN	\$0.00	\$49,950.00
WATER MAIN	\$0.00	\$49,486.50
TOTAL EXPENDITURES	<u>\$18,490.65</u>	<u>\$803,861.06</u>
REVENUES OVER EXPENDITURES (EXPENDITURES OVER REVENUES)	<u>(\$18,490.65)</u>	<u>(\$803,861.06)</u>

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

# Warrant Issuance Report (By Category)



**KUEHL CAPITAL**  
MUNICIPAL FINANCIAL ADVISORS

SID No. 309 - RIVER OAKS

AS OF March 15, 2016

## CAPITAL FACILITIES FEES

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
CF	13	09/22/2015	City of Gretna	\$10,000.00	\$10,000.00	100%
CF	14	09/22/2015	City of Gretna	\$10,000.00	\$10,000.00	100%
CF	15	09/22/2015	City of Gretna	\$10,000.00	\$10,000.00	100%
CF	16	09/22/2015	City of Gretna	\$10,000.00	\$10,000.00	100%
CF	17	09/22/2015	City of Gretna	\$10,000.00	\$10,000.00	100%
CF	18	09/22/2015	City of Gretna	\$10,000.00	\$10,000.00	100%
CF	19	09/22/2015	City of Gretna	\$10,000.00	\$10,000.00	100%
CF	20	09/22/2015	City of Gretna	\$10,000.00	\$10,000.00	100%
CF	21	09/22/2015	City of Gretna	\$10,000.00	\$10,000.00	100%
CF	22	09/22/2015	City of Gretna	\$10,000.00	\$10,000.00	100%
CF	23	09/22/2015	City of Gretna	\$10,000.00	\$10,000.00	100%
CF	24	09/22/2015	City of Gretna	\$10,000.00	\$10,000.00	100%
CF	25	09/22/2015	City of Gretna	\$10,000.00	\$10,000.00	100%
CF	26	09/22/2015	City of Gretna	\$10,000.00	\$10,000.00	100%
CF	27	09/22/2015	City of Gretna	\$1,929.85	\$1,929.85	100%
				<b>\$141,929.85</b>		

## CITY - COUNTY REVIEW FEES

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
CF	1	09/15/2015	Sarpy County	\$10,000.00	\$10,000.00	100%
CF	2	09/15/2015	Sarpy County	\$3,721.00	\$3,721.00	100%
				<b>\$13,721.00</b>		

## ELECTRICAL

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
CF	49	10/06/2015	Omaha Public Power District	\$10,000.00	\$10,000.00	100%
CF	50	10/06/2015	Omaha Public Power District	\$10,000.00	\$10,000.00	100%
CF	51	10/06/2015	Omaha Public Power District	\$5,650.00	\$5,650.00	100%
				<b>\$25,650.00</b>		

# Warrant Issuance Report (By Category)



**KUEHL CAPITAL**  
MUNICIPAL FINANCIAL ADVISORS

SID No. 309 - RIVER OAKS

AS OF March 15, 2016

## ENGINEERING

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
CF	34	09/22/2015	Olsson Associates	\$10,000.00	\$10,000.00	100%
CF	35	09/22/2015	Olsson Associates	\$10,000.00	\$10,000.00	100%
CF	36	09/22/2015	Olsson Associates	\$10,000.00	\$10,000.00	100%
CF	37	09/22/2015	Olsson Associates	\$10,000.00	\$10,000.00	100%
CF	38	09/22/2015	Olsson Associates	\$10,000.00	\$10,000.00	100%
CF	39	09/22/2015	Olsson Associates	\$10,000.00	\$10,000.00	100%
CF	40	09/22/2015	Olsson Associates	\$10,000.00	\$10,000.00	100%
CF	41	09/22/2015	Olsson Associates	\$10,000.00	\$10,000.00	100%
CF	42	09/22/2015	Olsson Associates	\$10,000.00	\$10,000.00	100%
CF	43	09/22/2015	Olsson Associates	\$10,000.00	\$10,000.00	100%
CF	44	09/22/2015	Olsson Associates	\$10,000.00	\$10,000.00	100%
CF	45	09/22/2015	Olsson Associates	\$10,000.00	\$10,000.00	100%
CF	46	09/22/2015	Olsson Associates	\$8,980.67	\$8,980.67	100%
CF	85	11/17/2015	Olsson Associates	\$10,000.00	\$10,000.00	100%
CF	86	11/17/2015	Olsson Associates	\$5,251.30	\$5,251.30	100%
CF	89	12/15/2015	Olsson Associates	\$10,000.00	\$10,000.00	100%
CF	90	12/15/2015	Olsson Associates	\$10,000.00	\$10,000.00	100%
CF	91	12/15/2015	Olsson Associates	\$10,000.00	\$10,000.00	100%
CF	92	12/15/2015	Olsson Associates	\$10,000.00	\$10,000.00	100%
CF	93	12/15/2015	Olsson Associates	\$10,000.00	\$10,000.00	100%
CF	94	12/15/2015	Olsson Associates	\$6,715.24	\$6,715.24	100%
				<b>\$200,947.21</b>		

## LEGAL EXPENSES (SID ATTORNEY)

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
CF	3	09/15/2015	Fullenkamp, Doyle & Jobeun	\$686.05	\$686.05	100%
CF	33	09/22/2015	Fullenkamp, Doyle & Jobeun	\$9,593.99	\$9,593.99	100%
CF	52	10/06/2015	Fullenkamp, Doyle & Jobeun	\$1,282.50	\$1,282.50	100%
CF	83	11/17/2015	Fullenkamp, Doyle & Jobeun	\$10,000.00	\$10,000.00	100%
CF	84	11/17/2015	Fullenkamp, Doyle & Jobeun	\$9,408.06	\$9,408.06	100%
CF	99	12/15/2015	Fullenkamp, Doyle & Jobeun	\$1,991.10	\$1,991.10	100%
CF	107	01/12/2016	Fullenkamp, Doyle & Jobeun	\$2,474.33	\$2,474.33	100%
				<b>\$35,436.03</b>		

# Warrant Issuance Report (By Category)



**KUEHL CAPITAL**  
MUNICIPAL FINANCIAL ADVISORS

SID No. 309 - RIVER OAKS

AS OF March 15, 2016

## PAVING & STORM SEWER

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
CF	59	11/17/2015	Luxa Construction Company	\$10,000.00	\$10,000.00	100%
CF	60	11/17/2015	Luxa Construction Company	\$10,000.00	\$10,000.00	100%
CF	61	11/17/2015	Luxa Construction Company	\$10,000.00	\$10,000.00	100%
CF	62	11/17/2015	Luxa Construction Company	\$10,000.00	\$10,000.00	100%
CF	63	11/17/2015	Luxa Construction Company	\$10,000.00	\$10,000.00	100%
CF	64	11/17/2015	Luxa Construction Company	\$10,000.00	\$10,000.00	100%
CF	65	11/17/2015	Luxa Construction Company	\$10,000.00	\$10,000.00	100%
CF	66	11/17/2015	Luxa Construction Company	\$10,000.00	\$10,000.00	100%
CF	67	11/17/2015	Luxa Construction Company	\$10,000.00	\$10,000.00	100%
CF	68	11/17/2015	Luxa Construction Company	\$10,000.00	\$10,000.00	100%
CF	69	11/17/2015	Luxa Construction Company	\$10,000.00	\$10,000.00	100%
CF	70	11/17/2015	Luxa Construction Company	\$10,000.00	\$10,000.00	100%
CF	71	11/17/2015	Luxa Construction Company	\$10,000.00	\$10,000.00	100%
CF	72	11/17/2015	Luxa Construction Company	\$10,000.00	\$10,000.00	100%
CF	73	11/17/2015	Luxa Construction Company	\$10,000.00	\$10,000.00	100%
CF	74	11/17/2015	Luxa Construction Company	\$10,000.00	\$10,000.00	100%
CF	75	11/17/2015	Luxa Construction Company	\$10,000.00	\$10,000.00	100%
CF	76	11/17/2015	Luxa Construction Company	\$10,000.00	\$10,000.00	100%
CF	77	11/17/2015	Luxa Construction Company	\$10,000.00	\$10,000.00	100%
CF	78	11/17/2015	Luxa Construction Company	\$10,000.00	\$10,000.00	100%
CF	79	11/17/2015	Luxa Construction Company	\$10,000.00	\$10,000.00	100%
CF	80	11/17/2015	Luxa Construction Company	\$10,000.00	\$10,000.00	100%
CF	81	11/17/2015	Luxa Construction Company	\$4,924.29	\$4,924.29	100%
CF	95	12/15/2015	Luxa Construction Company	\$10,000.00	\$10,000.00	100%
CF	96	12/15/2015	Luxa Construction Company	\$10,000.00	\$10,000.00	100%
CF	97	12/15/2015	Luxa Construction Company	\$10,000.00	\$10,000.00	100%
CF	98	12/15/2015	Luxa Construction Company	\$9,822.09	\$9,822.09	100%
				<b>\$264,746.38</b>		

# Warrant Issuance Report (By Category)



**KUEHL CAPITAL**  
MUNICIPAL FINANCIAL ADVISORS

SID No. 309 - RIVER OAKS

AS OF March 15, 2016

## UNDERWRITING FEES

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
CF	5	09/15/2015	West Gate Bank	\$36.92	\$36.92	100%
CF	48	09/22/2015	West Gate Bank	\$846.76	\$846.76	100%
CF	54	10/06/2015	West Gate Bank	\$69.02	\$69.02	100%
CF	88	11/17/2015	West Gate Bank	\$666.29	\$666.29	100%
CF	101	12/15/2015	West Gate Bank	\$252.48	\$252.48	100%
CF	109	01/12/2016	West Gate Bank	\$133.15	\$133.15	100%
				<b>\$2,004.62</b>		

## WARRANT STRUCTURING FEES

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
CF	4	09/15/2015	Kuehl Capital Corporation	\$360.18	\$360.18	100%
CF	47	09/22/2015	Kuehl Capital Corporation	\$8,261.36	\$8,261.36	100%
CF	53	10/06/2015	Kuehl Capital Corporation	\$673.31	\$673.31	100%
CF	87	11/17/2015	Kuehl Capital Corporation	\$6,500.39	\$6,500.39	100%
CF	100	12/15/2015	Kuehl Capital Corporation	\$2,463.21	\$2,463.21	100%
CF	108	01/12/2016	Kuehl Capital Corporation	\$1,299.02	\$1,299.02	100%
				<b>\$19,557.47</b>		

## WATER - GAS (INTERNAL)

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
CF	82	11/17/2015	Metropolitan Utilities District	\$432.00	\$432.00	100%
				<b>\$432.00</b>		

## WATER - PINONEER MAIN

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
CF	28	09/22/2015	Metropolitan Utilities District	\$10,000.00	\$10,000.00	100%
CF	29	09/22/2015	Metropolitan Utilities District	\$10,000.00	\$10,000.00	100%
CF	30	09/22/2015	Metropolitan Utilities District	\$10,000.00	\$10,000.00	100%
CF	31	09/22/2015	Metropolitan Utilities District	\$10,000.00	\$10,000.00	100%
CF	32	09/22/2015	Metropolitan Utilities District	\$9,950.00	\$9,950.00	100%
				<b>\$49,950.00</b>		

# Warrant Issuance Report (By Category)



**KUEHL CAPITAL**  
MUNICIPAL FINANCIAL ADVISORS

SID No. 309 - RIVER OAKS

AS OF March 15, 2016

## WATER MAIN

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
CF	102	01/12/2016	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	103	01/12/2016	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	104	01/12/2016	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	105	01/12/2016	Kersten Construction	\$10,000.00	\$10,000.00	100%
CF	106	01/12/2016	Kersten Construction	\$9,486.50	\$9,486.50	100%
				<b>\$49,486.50</b>		
			TOTAL FOR "RIVER OAKS"	\$803,861.06		

# Warrant Issuance Report (By Category)



**KUEHL CAPITAL**  
MUNICIPAL FINANCIAL ADVISORS

SID No. 309 - RIVER OAKS

AS OF March 15, 2016

## DISCLOSURE COUNSEL

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	56	11/17/2015	Kutak Rock LLP	\$3,000.00	\$3,000.00	100%
				<b>\$3,000.00</b>		

## FINANCIAL ADVISORY FEES

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	10	09/22/2015	Kuehl Capital Corporation	\$5,000.00	\$5,000.00	100%
GF	11	09/22/2015	Kuehl Capital Corporation	\$1,000.00	\$1,000.00	100%
				<b>\$6,000.00</b>		

## INSURANCE

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	8	09/22/2015	Chastain Otis	\$2,706.00	\$2,706.00	100%
GF	55	11/17/2015	Chastain Otis	\$120.00	\$120.00	100%
				<b>\$2,826.00</b>		

## LEGAL EXPENSES (SID ATTORNEY)

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	6	09/22/2015	Fullenkamp, Doyle & Jobeun	\$5,000.00	\$5,000.00	100%
GF	7	09/22/2015	Fullenkamp, Doyle & Jobeun	\$1,315.00	\$1,315.00	100%
				<b>\$6,315.00</b>		

## UNDERWRITING FEES

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	12	09/22/2015	West Gate Bank	\$38.12	\$38.12	100%
GF	58	11/17/2015	West Gate Bank	\$8.00	\$8.00	100%
				<b>\$46.12</b>		

## WARRANT STRUCTURING FEES

TYPE	WARRANT #	ISSUE DATE	PAYEE	EXPENSE AMOUNT	WARRANT VALUE	PERCENTAGE
GF	9	09/22/2015	Kuehl Capital Corporation	\$225.53	\$225.53	100%
GF	57	11/17/2015	Kuehl Capital Corporation	\$78.00	\$78.00	100%
				<b>\$303.53</b>		

TOTAL FOR "RIVER OAKS" \$18,490.65

14747 California Street, Suite 1 • Omaha, NE 68154 • 402-391-7977

Member FINRA/SIPC



**Certificate of Payment**

March 10, 2016

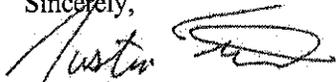
S.I.D. No. 309 of Sarpy County (River Oaks)  
c/o Fullenkamp, Doyle, & Jobeun  
Attn: Larry Jobeun  
11440 W. Center Road  
Omaha, NE 68144

RE: River Oaks – Paving Section I  
Contractor Pay Request  
OA Project No. A14-1455

Enclosed is Certificate of Payment for the work performed by Myers Concrete for the installation of nine (9) concrete handicap ramps. We have verified the quantities of work and observed the construction to be in general conformance with the plans and specifications for this Work. We recommend that S.I.D. No. 309 of Sarpy County (River Oaks) make payment to Myers Concrete in the amount of **\$4,950.00** for said work.

If you have any questions or require additional information, please let me know.

Sincerely,

  
Justin Feik

Enclosure: Invoice Documentation from Myers Concrete

F:\Projects\015-0415\60-Construction\Pay Certificates\Myers Concrete\4. Pay Certificate Letter.doc

# Myers Concrete, Inc.

Myers Concrete, Inc.  
4603 North 80th Avenue  
Omaha, NE 68134

(402)510-6903  
mamyers1998@cox.net

## Invoice

DATE	INVOICE #
03/10/2016	700
TERMS	TERMS DATES
Due on receipt	03/10/2016

**Bill To**  
Olsson and Associates  
2111 S 67th Street Suite 200  
Omaha, NE 68106 USA

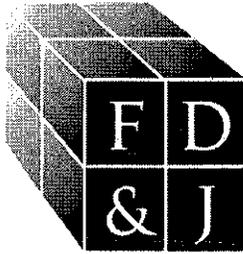
Amount Due	Enclosed
\$4,950.00	

Please detach top portion and return with your payment.

Service	Description	Amount
Bid Price	• River Oaks 9 Concrete Handicap Ramps Project finished 3-11-2016	4,950.00

Please call Mark @ 510-6903 if you have questions or concerns.

Thank you for your business.



FULLENKAMP  
DOYLE &  
JOBEUN

JOHN H. FULLENKAMP  
ROBERT C. DOYLE  
LARRY A. JOBEUN  
BRIAN C. DOYLE  
MARK B. JOHNSON

March 14, 2016

Chairman and Board of Trustees  
Sanitary and Improvement District  
No. 309 of Sarpy County, Nebraska

**Statement of Services Rendered**

For legal services rendered in connection with the payment to Myers Concrete, Inc. for their completion of the installation of the handicap curb ramps in connection with Paving – Section I (5.0%).

LEGAL FEES:

\$ 247.50

EXPENSES: Filing Fees, Publications, Copying,  
& Postage

\$ -0-

**TOTAL AMOUNT DUE:**

**\$ 247.50**

*/s/ Larry A. Jobeun*  
Attorney for the District  
Fullenkamp, Doyle & Jobeun

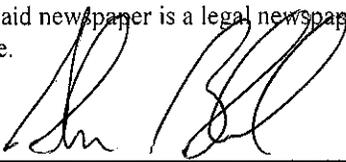
**AFFIDAVIT OF PUBLICATION**

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:

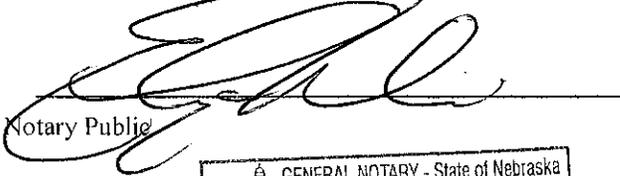
Wednesday, March 9, 2016 Papillion Times

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



Shon Barenklau OR Ron Petak  
Publisher Executive Editor

Today's Date 3-9-2016  
Signed in my presence and sworn to before me:



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

Printer's Fee \$ 11.07  
Customer Number: 40972  
Order Number: 0001932586

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

NOTICE OF MEETING  
SANITARY AND IMPROVEMENT  
DISTRICT NO. 309  
OF SARPY COUNTY, NEBRASKA

NOTICE IS HEREBY GIVEN that the initial meeting of the Board of Trustees of Sanitary and Improvement District No. 309

of Sarpy County will be held at 12040 McDermott Plaza, #200, La Vista, Nebraska, 68128, on March 15, 2016, at 9:00 a.m., which meeting will be open to the public. An agenda for such meeting, kept continuously current, is available for public inspection at 11440 West Center Road, Omaha, Nebraska, the office of the District's counsel, which agenda includes the payment of bills and other business of the District.

Scott Kinkaid, Clerk

1932586; 3/09

## AGENDA

Sanitary and Improvement District No. 309 of Sarpy County, Nebraska (River Oaks); meeting to be held March 15, 2016, at 10:15 a.m. at 12040 McDermott Plaza, #200, La Vista, Nebraska.

1. Present Nebraska Open Meetings Act.

Roll call (Trustees):

Peter Katt – Chair  
Scott Kinkaid – Clerk  
Steve Champoux  
Chris Demuth  
Brad Sullivan

2. Present Outlot Purchase Agreement to be entered by and between the District and River Oaks Development, LLC for the District's purchase and acquisition of Outlots "B" through "I" within the District; vote on and approve the same; Chair and Clerk to sign on behalf of the District.

3. Present Resolution of Necessity for the District to enter into a Water Main Extension Agreement (Phase II) with MUD, and payment of fees related thereto in the amount of \$191,643.00 to MUD; order hearing to be held and required publications. *{Need meeting the week of April 4 to approve}*

4. Present Gas Main Extension Agreement to be entered into by and between the District and MUD for the construction of the gas main extension and any related appurtenances thereto; Chairman and Clerk to sign on behalf of the District.

5. Present Contractor Agreement, to be entered into by and between the District and Myers Concrete, Inc. for the Curb Ramp Installation project as it relates to the Paving – Section I improvements; Chairman to sign on behalf of District; Myers Concrete to be paid \$4,950.00 from the Construction Fund Account of the District.

6. Present Change Order No. 1 in re: the Sanitary Sewer – Section II project and the net increase in the contract amount of \$8,433.00, payable to Kersten Construction, Inc.; vote on and approve the same; Chair to sign the same on behalf of District.

7. Present Master Agreement Work Order #2 to be entered into by and between the District and Olsson Associates; vote on and approve the same; Chair to sign on behalf of District.

8. Present below items for approval and payment from the Construction Fund Account of the District:

- a. Myers Concrete, Inc. for installation of the handicap curb ramps as \$4,950.00  
directed and in accordance with the contract related thereto.

- b. Fullenkamp, Doyle & Jobeun for legal services rendered in connection with Item a. hereinabove (5%). \$ 247.50
- c. Kuehl Capital Corporation for municipal advisory services related to Construction Fund warrants issued at this meeting (2.5%). \$ 129.94
- d. West Gate Bank for underwriting services related to Construction Fund warrants issued at this meeting (0.25%). \$ 13.32

9. Any and all business before the Board as deemed necessary; meeting adjourned.