

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.

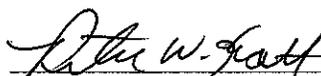
3. All of the subjects addressed at the Meeting were contained in the agenda for the Meeting, which agenda was kept continually current and readily available for public inspection at the address listed in the meeting notice for the Meeting and a copy of which is attached to this Certificate; such subjects 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 19th day of July, 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 5:15 P.M. ON JULY 19,
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 5:15 p.m. on July 19, 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 July 6 and 13, 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 then presented for discussion the Underground Service Agreement and related street lighting Agreement, to be entered into by and between the District and OPPD, the same having been presented in form at the June 6, 2016 meeting of the District. Furthermore, Trustees Peter Katt, Scott Kinkaid and Steve Champoux, then voted "aye" and passed and adopted the proposed Resolution of Advisability and Necessity, being the same Resolution adopted in form at the meeting of the Board of Trustees held on June 6, 2016, which Resolution

is set forth in full in the Proof of Publication attached hereto; the Trustees then passed the following resolution:

BE IT RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 309 Sarpy County, Nebraska that the Resolution of Necessity for the District to enter into an Underground Service Agreement for construction of the underground electrical distribution system, street lighting and related appurtenances with Omaha Public Power District, be and hereby is approved as proposed at the meeting of the Board of Trustees held on June 6, 2016.

BE IT FURTHER RESOLVED by the Board of Trustees of Sanitary and Improvement District No. 309 Sarpy County, Nebraska that the Chairman and Clerk are authorized to sign the Agreements and Underground Service Agreements with OPPD and pay any fees relating thereto out of the Construction Fund account of the District at these proceedings.

The following matters were then discussed in the order below:

- 1.) Present Change Order No. 2, for a net decrease of (\$23,716.76) on the Storm Sewer & Paving – Section I improvements contract, to be completed by Luxa Construction Co., Inc.; therefore, the Board agreed that the net decrease in charges was acceptable. The Chairman then executed the same and requested that the Clerk retain a copy of the same for the District's records;
- 2.) Miscellaneous matters before the Board, as deemed necessary.

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

- | | |
|--|-----------|
| a. Omaha Public Power District for power supply and street lighting (acct. no. 3802813621). | \$ 791.98 |
| b. Olsson Associates for engineering services relating to general maintenance and SWPPP services (No. 255636). | \$ 568.41 |
| c. Kuehl Capital Corporation for municipal advisory services related to General Fund warrants issued at this meeting (2.5%). | \$ 34.01 |
| d. West Gate Bank for underwriting services related to General Fund warrants issued at this meeting (0.25%). | \$ 3.49 |

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. | MBC Construction, Inc. for completion of a portion of the Storm Sewer and Paving – Section II improvements (COP #3). | \$369,468.44 |
| b. | Luxa Construction for completion of the Storm Sewer & Paving Section I improvements (Final Cert. of Payment). | \$13,934.02 |
| c. | Olsson Associates for engineering and design fees relating to various construction projects of the District (No. 255663). | \$20,750.10 |
| d. | Omaha Public Power District for construction of the underground electrical distribution system in Phase I B and pursuant to the USA by and between the District and OPPD. | \$82,350.00 |
| e. | Fullenkamp, Doyle & Jobeun for legal services rendered in connection with Items a., b. and d. hereinabove (5%). | \$23,287.62 |
| f. | Kuehl Capital Corporation for municipal advisory services related to Construction Fund warrants issued at this meeting (2.5%). | \$12,744.75 |
| g. | West Gate Bank for underwriting services related to Construction Fund warrants issued at this meeting (0.25%). | \$ 1,306.34 |

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. 200 through 260, 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, Warrants No. 200 through 203 to be payable from the General Fund Account of the District and to be redeemed no later than three (3) years of the date hereof, being July 19, 2019 (the “**General Fund Warrants**”), and Warrants No. 204 through 260 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, July 19, 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. 200 for \$791.98 made payable to OPPD for power supply and street lighting.
- b) Warrant No. 201 for \$568.41 made payable to Olsson Associates for engineering services relating to general maintenance of the District.
- c) Warrant No. 202 for \$34.01 made payable to Kuehl Capital Corporation for municipal advisory services rendered in connection with General Fund Warrants issued at this meeting (2.5%).
- d) Warrant No. 203 for \$3.49 made payable to West Gate Bank for holding services relating to General Fund Warrants issued at this meeting (0.25%).
- e) Warrants No. 204 through 239 for \$10,000.00 each and Warrant No. 240 for \$9,468.44, all made payable to MBC Construction Co. Inc. for completion of the Storm Sewer & Paving – Section II improvements (COP #3). **CF**
- f) Warrant No. 241 for \$10,000.00 and Warrant No. 242 for \$3,934.02, both made payable to Luxa Construction Co. for completion of the Storm Sewer & Paving Section I (Final). **CF**
- g) Warrants No. 243 and 244 for \$10,000.00 each and Warrant No. 245 for \$750.10, all made payable to Olsson Associates for engineering and design services on construction projects. **CF**
- h) Warrants No. 246 through 253 for \$10,000.00 each and Warrant no. 254 for \$2,350.00, all made payable to Omaha Public Power District for the construction of the underground electrical distribution system and street lighting. **CF**
- i) Warrants No. 255 and 256 for \$10,000.00 each and Warrant No. 257 for \$3,287.62, all made payable to Fullenkamp, Doyle & Jobeun for legal services rendered in connection with items e), f) and h) hereinabove. **CF**
- j) Warrant No. 258 for \$10,000.00 and Warrant No. 259 for \$2,744.75, both made payable to Kuehl Capital Corporation for municipal advisory services on Construction Fund Warrants issued at this meeting (2.5%). **CF**

- k) Warrant No. 260 for \$1,306.34 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 that 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 General Fund Warrants and the Construction Fund Warrants.

No opinion of nationally recognized counsel in the area of municipal finance has been delivered with respect to the treatment of interest on the General Fund Warrants. Purchasers of the General Fund Warrants are advised to consult their tax advisors as to the tax consequences of purchasing or holding the General 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 JULY 19, 2016**

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



Peter Katt, Chairman



Scott Kinkaid, Clerk

**ACKNOWLEDGMENT OF
RECEIPT OF NOTICE OF MEETING**

The undersigned Trustees of Sanitary and Improvement District No. 309 of Sarpy County, Nebraska do hereby acknowledge receipt of advance notice of the meeting of the Board of Trustees of said District held at 5:15 p.m. on July 19, 2016, at 12040 McDermott Plaza, Suite 200, La Vista, Nebraska, 68128, and that the agenda for such meeting is kept continuously current at the office of the District's counsel located at 11440 W. Center Road, Omaha, Nebraska.

DATED this 19th day of July, 2016.

Scott Kentaul

Arthur W. Katt

John M. Chapp

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 July 19, 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 July 6 and 13, 2016, and that no items were added to the agenda after the commencement of the meeting; and further, that the minutes for the meeting were available for public inspection within ten (10) days of the date of said meeting and that a copy of the minutes of this meeting were sent to the Sarpy County Clerk, Papillion, Nebraska within thirty (30) days from the date of this meeting.



Scott Kinkaid, Clerk



June 28, 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 (Lots 1-61)
OPPD Underground Service Agreement
Olsson Project No. A15-0415

Dear Mr. Jobeun and Members of the Board,

Enclosed is a copy of an OPPD Underground Service Agreement. Olsson Associates has reviewed the agreement and recommends that the agreement should be signed by the Chairman and Clerk of the S.I.D and enter into this agreement with OPPD.

The engineer's estimate of the total cost of the agreement is as follows:

OPPD Underground Service Agreement	\$ 82,350.00
SUBTOTAL:	\$ 82,350.00
Estimated Engineering, Legal, Fiscal, Interest, and Misc. Cost	\$ 24,500.00
TOTAL AGREEMENT COST:	\$ 106,850.00

We hereby recommend payment in the total amount of \$82,350.00 to OPPD. Please return the copies of the Agreement to OPPD 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\16-06-28_LDVP_OPPD Underground Service Agreement_50415.doc

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, July 6, 2016 Papillion Times
Thereafter, Wednesday, July 13, 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.

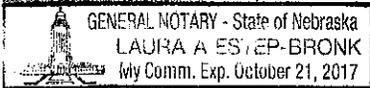
[Signature of Shon Barenklau]

Shon Barenklau OR Ron Petak
Publisher Executive Editor

Today's Date 7-13-16
Signed in my presence and sworn to before me:

[Signature of Notary Public]

Notary Public



Printer's Fee \$ 245.63
Customer Number: 40972
Order Number: 0001960947

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

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

NOTICE

NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 309 of Sarpy County, Nebraska will be held at 5:15 P.M. on July 19, 2016 at 12040 McDermott Plaza, #200, La Vista, Nebraska, which meeting will be open to the public. The agenda for such meeting, kept continuously current, is available for public inspection at 11440 West Center Road, Omaha, Nebraska and includes the payment of bills of the District and the consideration and passing or amending and passing the following Resolution, to-wit:
BE IT RESOLVED that the Board of Trustees of Sanitary and Improvement District No. 309 of Sarpy County, Nebraska find and determine that it is advisable

and necessary for the District to enter into an Underground Service Agreement with OPPD for the construction of the underground electrical distribution system (PH 1 B) and related equipment and facilities, which improvements shall be constructed in accordance with the following agreement.

UNDERGROUND SERVICE AGREEMENT

OMAHA PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska ("OPPD") and SANITARY IMPROVEMENT DISTRICT NO. 309 of Sarpy County ("SID") agree as follows:

- 1. Installation of Facilities.
1.1 In accordance with the terms and conditions of this Agreement, OPPD shall install underground electric service distribution lines, underground individual service lines, and related equipment ("Facilities") to serve 61 single family dwelling units in the SID, also known as River Oaks PH 1 B, constructed or to be constructed on the individual lots listed on the attached Exhibit "A".
1.2 Underground service lines from underground distribution lines to individual lots or dwelling units will be provided by OPPD from a point of connection on the dwelling unit to OPPD's nearest point of power supply. Prior to or at the time of installation of the underground service line to a lot or dwelling, the lot/dwelling owner or builder will be responsible for providing and installing a service conduit from OPPD pedestal to the meter socket for every individual lot in the subdivision per OPPD Meter Manual specifications.
2. Timing and Coordination.
2.1 Simultaneously with execution of this Agreement, SID shall provide to OPPD written notice as to the earliest date that improvements within the SID will be ready for installation of the Facilities ("Ready Date").
2.2 OPPD may commence installation of the Facilities any time after the Ready Date, provided all other conditions of this Agreement first have been met by SID.
2.3 In order to minimize construction costs and avoid disruption of the Facilities, OPPD and SID agree that the Facilities shall be installed by OPPD in coordination with the installation work of other service suppliers, including but not limited to cable television and telecommunications suppliers (collectively, "Third Party Suppliers"). SID understands that OPPD will allow Third Party Suppliers a reasonable period of time to commence installation of their facilities; but OPPD will not unreasonably postpone installation of the OPPD Facilities addressed in this Agreement in order to coordinate the installation work of Third Party Suppliers.

2.4 OPPD shall not be required to install the Facilities in sections smaller than deemed economical by OPPD. In its sole discretion, and shall complete the installation of the Facilities only to the point required to supply permanent electric service to constructed dwelling units built on lots contained within the boundaries depicted on the attached Exhibit "A".

3. Site Preparation.

- 3.1 Prior to commencement of work hereunder by OPPD, SID shall, at its sole expense, remove all trees, vegetation, and other surface or subsurface obstructions that may interfere with the installation of the Facilities, or that may pose a hazard to the future maintenance of the Facilities, as determined by OPPD in its sole discretion.
3.2 Prior to the commencement of work hereunder by OPPD, SID shall complete the final grading of all lots listed on Exhibit "A", and shall mark all lots with readily identifiable markers (such as "T" posts and lot number indicators) satisfactory to OPPD. SID shall reimburse OPPD for all costs incurred in the relocation of Facilities due to a change of grade or plat.
3.3 OPPD shall not commence installation of Facilities until the equipment of service suppliers with which OPPD does not coordinate installation of the Facilities, including but not limited to gas and water suppliers, has been installed; provided, however, at the written request of the SID, OPPD will install the Facilities prior to completion of installation by the aforesaid suppliers and, in such event, SID shall reimburse OPPD for damage to, relocation or replacement of the Facilities arising from the installation of equipment by such suppliers and shall defend, indemnify and hold harmless OPPD and its contractors and employees in connection therewith.
4. Service During Construction. If SID requires electric service during construction, or if dwellings are constructed within the SID before commencement of installation of the Facilities under the terms of this Agreement, then SID shall arrange for appropriate temporary facilities to supply electric power at the OPPD installation rates then in effect, and shall pay OPPD for such temporary facilities prior to the installation thereof.

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

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

NOTICE

NOTICE IS HEREBY GIVEN that a meeting of the Board of Trustees of Sanitary and Improvement District No. 309 of Sarpy County, Nebraska will be held at **5:15 P.M. on July 19, 2016 at 12040 McDermott Plaza, #200, La Vista, Nebraska**, which meeting will be open to the public. The agenda for such meeting, kept continuously current, is available for public inspection at 11440 West Center Road, Omaha, Nebraska and includes the payment of bills of the District and the consideration and passing or amending and passing the following Resolution, to-wit:

BE IT RESOLVED that the Board of Trustees of Sanitary and Improvement District No. 309 of Sarpy County, Nebraska find and determine that it is advisable and necessary for the District to enter into an Underground Service Agreement with OPPD for the construction of the underground electrical distribution system (PHIB) and related equipment and facilities, which improvements shall be constructed in accordance with the following agreement:

UNDERGROUND SERVICE AGREEMENT

OMAHA PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska ("OPPD") and SANITARY IMPROVEMENT DISTRICT NO. 309 of Sarpy County ("SID") agree as follows:

1. Installation of Facilities

- 1.1 In accordance with the terms and conditions of this Agreement, OPPD shall install underground electric service distribution lines, underground individual service lines, and related equipment ("Facilities") to serve 61 single family dwelling units in the SID, also known as River Oaks PH 1 B, constructed or to be constructed on the individual lots listed on the attached Exhibit "A".
- 1.2 Underground service lines from underground distribution lines to individual lots or dwelling units will be provided by OPPD from a point of connection on the dwelling unit to OPPD's nearest point of power supply. Prior to or at the time of installation of the underground service line to a lot or dwelling, the lot/dwelling owner or builder will be responsible for providing and installing a service conduit from OPPD pedestal to the meter socket for every individual lot in the subdivision per OPPD Meter Manual specifications.

2. Timing and Coordination.

- 2.1 Simultaneously with execution of this Agreement, SID shall provide to OPPD written notice as to the earliest date that improvements within the SID will be ready for installation of the Facilities ("Ready Date").
- 2.2 OPPD may commence installation of the Facilities any time after the Ready Date, provided all other conditions of this Agreement first have been met by SID.

2.3 In order to minimize construction costs and avoid disruption of the Facilities, OPPD and SID agree that the Facilities shall be installed by OPPD in coordination with the installation work of other service suppliers, including but not limited to cable television and telecommunicationssuppliers (collectively, "Third Party Suppliers"). SID understands that OPPD will allow Third Party Suppliers a reasonable period of time to commence installation of their facilities, but OPPD will not unreasonably postpone installation of the OPPD Facilities addressed in this Agreement in order to coordinate the installation work of Third Party Suppliers.

2.4 OPPD shall not be required to install the Facilities in sections smaller than deemed economical by OPPD, in its sole discretion, and shall complete the installation of the Facilities only to the point required to supply permanent electric service to constructed dwelling units built on lots contained within the boundaries depicted on the attached Exhibit "A".

3. Site Preparation.

3.1 Prior to commencement of work hereunder by OPPD, SID shall, at its sole expense, remove all trees, vegetation, and other surface or subsurface obstructions that may interfere with the installation of the Facilities, or that may pose a hazard to the future maintenance of the Facilities, as determined by OPPD in its sole discretion.

3.2 Prior to the commencement of work hereunder by OPPD, SID shall complete the final grading of all lots listed on Exhibit "A", and shall mark all lots with readily identifiable markers (such as "T" posts and lot number indicators) satisfactory to OPPD. SID shall reimburse OPPD for all costs incurred in the relocation of Facilities due to a change of grade or plat.

3.3 OPPD shall not commence installation of Facilities until the equipment of service suppliers with which OPPD does not coordinate installation of the Facilities, including but not limited to gas and water suppliers, has been installed; provided, however, at the written request of the SID, OPPD will install the Facilities prior to completion of installation by the aforesaid suppliers and, in such event, SID shall reimburse OPPD for damage to, relocation or replacement of the Facilities arising from the installation of equipment by such suppliers and shall defend, indemnify and hold harmless OPPD and its contractors and employees in connection therewith.

4. Service During Construction. If SID requires electric service during construction, or if dwellings are constructed within the SID before commencement of installation of the Facilities under the terms of this Agreement, then SID shall arrange for appropriate temporary facilities to supply electric power at the OPPD installation rates then in effect, and shall pay OPPD for such temporary facilities prior to the installation thereof.

5. Payment.

5.1 Prior to commencement of installation of the Facilities, SID shall pay OPPD the sum of \$1,350.00 per lot for each of the lots listed in Exhibit "A", for a total payment of \$82,350.00.

6. Property Rights.

6.1 SID shall grant to or secure for OPPD such easements or other property rights deemed necessary by OPPD in its sole discretion for the installation, operation and maintenance of the facilities.

6.2 The easement (or other instrument) shall prohibit installation of any permanent buildings, structures, trees, rock walls, retaining walls or other obstructions within the easement area. The area within which the

Facilities are installed may be used for gardens and shrubbery that do not interfere with the operation and maintenance of the Facilities.

7. Interruption of OPPD Work. If, after notice of the Ready Date, the installation of the Facilities is delayed due to a cause other than the fault of OPPD or a Force Majeure Event (as hereinafter defined), then, for each such incident, SID shall pay to OPPD, as liquidated damages and not as a penalty, the sum of \$2,500 in order to compensate OPPD for interruption of its construction forces.

8. Street Lighting. SID may request the installation of electric facilities by OPPD for streetlights. OPPD and SID shall enter into a separate agreement for the installation of such facilities upon approval by appropriate authorities and coordination of necessary preconstruction requirements by SID.

9. Force Majeure. Neither party shall be responsible for delays in installation of the Facilities that result from unforeseeable causes beyond the reasonable control of a party, including but not limited to floods, labor disputes and material shortages ("Force Majeure Event"). A party affected by a Force Majeure Event shall provide written notice thereof to the other party and take reasonable steps to resume performance upon cessation of the Force Majeure Event.

10 Indemnification. To the maximum extent permitted by law, SID shall indemnify and defend OPPD, and its directors, officers, and employees, from and against all claims, suits, liability, expense or damage, including reasonable attorney's fees and court costs, (collectively, "Claims") for damage to property, injury to persons (including death), and any other Claims arising from the negligence or intentional wrongdoing of the SID, or any of its contractors, officers, agents or employees; provided, however, the indemnification provided hereunder shall not apply if such claims, suits, liability, expense or damage are caused solely by the negligence of a person or entity indemnified hereunder. Neither party shall be liable for any punitive, consequential, or incidental damages, or lost profits.

11. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns; provided, neither party may assign or otherwise transfer this Agreement or the rights or privileges herein granted to a third party without the prior written consent of the other party.

12. Notices. All notices or other communications which are required or permitted herein shall be in writing and sufficient if delivered personally, sent by facsimile transmission followed by written confirmation of receipt, sent by overnight commercial air courier or sent by registered or certified mail, postage prepaid, return receipt requested, to the parties at their addresses or facsimile numbers set forth on Exhibit "B" hereto (which exhibit may be changed by time to time by notice of either party).

13. Governing Law. This Agreement shall be governed by and interpreted in accordance with Nebraska law, without regard to its conflict of laws principles.

14. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. All prior agreements, representations, statements, and negotiations are hereby superseded. This Agreement may be amended only by writing executed by both parties. SID represents and warrants that the execution of this Agreement has been authorized by a resolution of its Board of Trustees, and that the SID is fully empowered to enter into this Agreement with OPPD.

The outer boundaries of the area which may become subject to special assessments for said improvements are proposed to be the same as the outer boundaries of Sanitary and Improvement District No. 309 of Sarpy County, Nebraska.

Said agreement has been reviewed by Olsson Associates, engineers for the District and said engineers have filed with the Clerk of the District, prior to the first publication of this Resolution, an estimate of the total costs of said improvements, including engineering fees, legal fees, fiscal fees, interest and other miscellaneous costs, which estimate is in the sum of \$110,000.00.

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

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

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

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

Publication Dates:

July 6 and 13, 2016
(Papillion Times)

By: Peter Katt, Chairman
Scott Kinkaid, Clerk

Change Order

No. 2

Date of Issuance: July 7, 2016

Effective Date: July 7, 2016

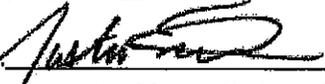
Project: Storm Sewer and Paving – Section I	Owner: S.I.D. 309 of Sarpy County (River Oaks)	Owner's Contract No.:
Contract: Storm Sewer and Paving – Section I		Date of Contract: 10/2/2015
Contractor: Luxa Construction		Engineer's Project No. A15-0415

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

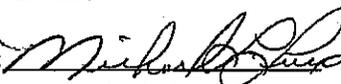
Description: Deduct from contract for final project quantity amount. See attached quantity spreadsheet for breakdown.

This change order includes the Paving Discrepancy for (\$2,000) that was detailed on Pay Application #2.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: <u>\$279,157.96</u>	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (date): <u>No Change in Contract Dates</u> Ready for final payment (date): <u>No Change in Contract Dates</u>
Change from previously approved Change Orders No. 1 to No. 1: <u>\$23,239.20</u>	No Change from previously approved Change Orders No. 0 to No. 1: Substantial completion (days): <u>No Change in Contract Dates</u> Ready for final payment (days): <u>No Change in Contract Dates</u>
Contract Price prior to this Change Order: <u>\$302,397.16</u>	Contract Times prior to this Change Order: Substantial completion (date): <u>No Change in Contract Dates</u> Ready for final payment (date): <u>No Change in Contract Dates</u>
Decrease of this Change Order: <u>\$23,716.76</u>	Increase of this Change Order: Substantial completion (days): <u>No Change in Contract Dates</u> Ready for final payment (days): <u>No Change in Contract Dates</u>
Contract Price incorporating this Change Order: <u>\$278,680.40</u>	Contract Times with all approved Change Orders: Substantial completion (date): <u>No Change in Contract Dates</u> Ready for final payment (date): <u>No Change in Contract Dates</u>

RECOMMENDED:
By: 
Construction Manager (Authorized Signature)
Date: 07/07/16

Approved by Funding Agency (if applicable):

ACCEPTED:
By: 
Contractor (Authorized Signature)
Date: 7/15/16

ACCEPTED:
By: _____
Owner (Authorized Signature)
Date: _____



**Storm Sewer and Paving Section I
Change Order No. 2 Attachment #1**

OA Project # A15-0415 Prepared By: Stacy Zablocki/Justin Feik

Owner: S.I.D. 309 of Sarpy County (River Oaks)

Contractor: Luxa Construction

DATE: 07-07-16

B	C	D	E	G	H	I	
Item No.	Description	Pay Unit	Contract Qty(S) Prior to this Change Order	Qty(s) Adjustment Per This Change Order	Contract Qty(S) Per this Change Order	CONSTR Unit Price	Change Order No. 1 Costs (G*H)
101	CONSTRUCT 15" RCP, CLASS III	LF	34.00	0.20	34.20	\$ 61.68	\$ 12.34
102	CONSTRUCT 18" RCP, CLASS III	LF	760.00		760.00	\$ -	\$ -
103	CONSTRUCT 24" RCP, CLASS III	LF	145.00	0.09	145.09	\$ 90.78	\$ 8.17
104	CONSTRUCT 54" I.D. STORM MANHOLE	VF	27.00	1.49	28.49	\$ 756.48	\$ 1,127.16
105	CONSTRUCT CURB INLET - TYPE I	EA	2.00		2.00	\$ -	\$ -
106	CONSTRUCT CURB INLET - TYPE III	EA	1.00		1.00	\$ -	\$ -
107	CONSTRUCT 24" RC FLARED END SECTION	EA	1.00		1.00	\$ -	\$ -
108	CONSTRUCT TOE/CUT OFF WALL	EA	1.00		1.00	\$ -	\$ -
109	CONSTRUCT RIP RAP APRON - NDOR TYPE "B"	TN	18.00	1.85	19.85	\$ 87.29	\$ 161.49
110	CRUSHED ROCK FOR UNSUITABLE TRENCH CONDITIONS	TN	161.00	(161.00)	-	\$ 39.57	\$ (6,370.77)
111	CONSTRUCT CONCRETE RING RETAINER	EA	2.00		2.00	\$ -	\$ -
112	CONNECT TO EXISTING STORM SEWER MANHOLE	EA	1.00		1.00	\$ -	\$ -
113	SEEDING	AC	1.00	(1.00)	-	\$ 1,745.72	\$ (1,745.72)
114	EROSION CONTROL BLANKET, S75	SY	176.00	(176.00)	-	\$ 2.33	\$ (410.08)
115	DEWATERING	LS	1.00	(1.00)	-	\$ 11,638.14	\$ (11,638.14)
201	EARTHWORK - SUBGRADE PREPARATION	CY	1,193.00		1,193.00	\$ -	\$ -
202	CONSTRUCT 7" CONCRETE PAVEMENT (TYPE L65)	SY	3,578.00		3,578.00	\$ -	\$ -
203	CONSTRUCT CONCRETE HEADER	LF	25.00		25.00	\$ -	\$ -
204	ADJUST MANHOLE TO GRADE	EA	6.00		6.00	\$ -	\$ -
205	CONNECT TO EXISTING CONCRETE PAVEMENT	LS	1.00		1.00	\$ -	\$ -
206	CONSTRUCT END OF ROAD MARKERS	EA	1.00		1.00	\$ -	\$ -
207	TRAFFIC CONTROL	LS	1.00		1.00	\$ -	\$ -
	Construct 24" RCP Class III	LF	96.00		96.00	\$ -	\$ -
	Concrete Pipe Coupler	EA	6.00	(3.00)	3.00	\$ 230.00	\$ (690.00)
	Seeding (1500 SF)	LS	1.00	(1.00)	-	\$ 1,840.00	\$ (1,840.00)
	Erosion Control Blanket, S75	SY	36.00	(36.00)	-	\$ 9.20	\$ (331.20)
	Timber Support	EA	1.00		1.00	\$ -	\$ -
	Excavation for Outlet	LS	1.00		1.00	\$ -	\$ -

TOTAL \$ (21,716.76)

Original Contract Cost \$ 279,157.96
 Change Order No. 1 \$ 23,239.20
 Paving Discrepancy \$ (2,000.00)
 Change Order No. 2 \$ (21,716.76)
 Total Contract Costs \$ 278,680.40



Account Number	Due Date	Total Amount Due
3802813621	Jul 19, 2016	\$449.38

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

Customer Name: SID 309 SARPY CO
Statement Date: June 29, 2016

Billing Information for service address: 18500 EMILINE ST, STLT Omaha NE

Billing Period From 05-27-2016 To 06-29-2016 @33 Days

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate
SL61	\$103.68	\$0.41	\$109.81

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate

Sales Tax 5.72
 Late Payment Charge 4.39
 Total Charges \$114.20 X3
 Previous Balance 335.18
 Total Amount Due \$449.38
 Late Payment Charge of \$4.39 applies after due date.
 342.00
 \$791.98

Please return this portion with payment

Bill credit program begins June 1 for qualifying low-use, low-income customers. See Outlets for the full story.

Statement Date: June 29, 2016

Account Number	Due Date	Total Amount Due
3802813621	Jul 19, 2016	\$449.38

Late Payment Charge of \$4.39 applies after due date.

Amount Paid

Energy Assistance: Monthly \$1 \$2 \$5 Other \$

One-Time Contribution \$

A current phone number on our record simplifies outage reporting. Your service address is identified by the phone number: (999) 999-9999

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

DOYLE & JOBEUN FULLENKAMP
 ATTN: LARRY JOBEUN
 11440 W CENTER RD STE C
 OMAHA NE 68144-4421

PO BOX 3995
 OMAHA NE 68103-0995



01380281362190000004493800000045377201607192



Account Number	Due Date	Total Amount Due
3802813621	Jul 19, 2016	\$449.38

Customer Name: SID 309 SARPY CO
Statement Date: June 29, 2016



Billing Information for service address: 18500 EMILINE ST, STLT Omaha NE

Billing Period From 05-27-2016 To 06-29-2016 @33 Days

Rate	Method No.	Number of Lamps	Price per Lamp	Usage			
				Current Amount	Fuel and Purchased Power Adjustment	Total Usage Amount	Sub-Total Amount per Rate
SL61	61211	6	\$17.28	\$103.68			
SL61					0.41	103.68	\$109.81





Account Number	Due Date	Total Amount Due
3802813621	Jun 16, 2016	\$335.18

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

Customer Name: SID 309 SARPY CO
Statement Date: May 27, 2016

Billing information for service address: 18500 EMILINE ST, STLT Omaha NE

Billing Period From **04-28-2016** To **05-27-2016 @29 Days**

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate
SL61	\$103.68	\$0.39	\$109.79

Rate	Summary Usage		
	Current Amount	Fuel and Purchased Power Adjustment	Subtotal Amount per Rate

Sales Tax	5.72
Late Payment Charge	4.39
Total Charges	\$114.18
Previous Balance	221.00
Total Amount Due	\$335.18

Late Payment Charge of \$4.39 applies after due date.

Please return this portion with payment

Watch for these warning signs to keep your air conditioning system working at its best. - See Outlets

Statement Date: May 27, 2016

Account Number	Due Date	Total Amount Due
3802813621	Jun 16, 2016	\$335.18

Late Payment Charge of \$4.39 applies after due date.

Amount Paid

Energy Assistance: Monthly \$1 \$2 \$5 Other \$

One-Time Contribution \$

A current phone number on our record simplifies outage reporting. Your service address is identified by the phone number: (999) 999-9999

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


 DOYLE & JOBEUN FULLENKAMP
 ATTN: LARRY JOBEUN
 11440 W CENTER RD STE C
 OMAHA NE 68144-4421

PO BOX 3995
OMAHA NE 68103-0995



01380281362190000003351800000033957201606164





Account Number	Due Date	Total Amount Due
3802813621	Jun 16, 2016	\$335.18

Customer Name: SID 309 SARPY CO
Statement Date: May 27, 2016

Billing Information for service address: 18500 EMILINE ST, STLT Omaha NE

Billing Period From 04-28-2016 To 05-27-2016 @29 Days

Rate	Method No.	Number of Lamps	Price per Lamp	Usage			
				Current Amount	Fuel and Purchased Power Adjustment	Total Usage Amount	Sub-Total Amount per Rate
SL61	61211	6	\$17.28	\$103.68			
SL61					0.39	103.68	\$109.79

Invoice



601 P St Suite 200
PO Box 84608
Lincoln, NE 68501-4608
Tel 402.474.6311, Fax 402.474.5063

June 29, 2016
Invoice No: 255636

Invoice Total \$568.41

SID 309 River Oaks
c/o Fullenkamp, Doyle, & Jobeun
Attn: Brianna Johnson
11440 W Center Road
Omaha, NE 68144

OA Project No. B15-0415 SID 309 River Oaks Maintenance
Professional services rendered May 7, 2016 through June 11, 2016.

Phase 700 SWPPP Maintenance

Labor

	Hours	Rate	Amount	
Construction Services				
Zlomke, Mark	.50	96.00	48.00	
Totals	.50		48.00	
Total Labor				48.00

Reimbursable Expenses

Supplies			212.41	
Total Reimbursables			212.41	212.41
			Total this Phase	\$260.41

Phase 710 SWPPP Management

Labor

	Hours	Rate	Amount	
Construction Services				
Feik, Justin	.50	96.00	48.00	
Totals	.50		48.00	
Total Labor				48.00
			Total this Phase	\$48.00

Phase 715 BMP Maintenance

Total this Phase 0.00

Phase 720 BMP Installation

Fee

Number of Installations	2.00
Fee Each	130.00
Subtotal	260.00

Subtotal 260.00

Total this Phase \$260.00

AMOUNT DUE THIS INVOICE \$568.41

Outstanding Invoices

Number	Date	Balance
253216	5/23/2016	2,261.00
Total		2,261.00

Authorized By: Justin Feik



Certificate of Payment # 3

July 7, 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: S.I.D. 309 (River Oaks) Storm Sewer and Paving – Section II
Contractor Pay Request
OA Project No. A14-1455

Enclosed is Certificate of Payment No. 3 for the work performed by MBC Construction for the River Oaks – Storm Sewer and Paving Section II Project. 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 make payment to MBC Construction in the amount of **\$369,468.44** for said work.

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

Sincerely,


Justin Feik

Enclosures: Pay Certificate with Back-up

F:\Projects\015-0415\60-Construction\Pay Certificates\Storm & Paving\Section II (MBC)\Pay App #3\4. Pay Certificate Letter.doc

APPLICATION AND CERTIFICATION FOR PAYMENT

SHEET 702

PAGE 1

TO ENGINEER:

Olsson Associates
2111 S. 67th Street Suite 200
Omaha, NE 68106

FROM CONTRACTOR:

MBC Construction
3108 South 67th Street
Omaha, NE 681387

CONTRACT FOR: Storm Sewer & Paving Section II

PROJECT: River Oaks

APPLICATION NO.: 3

PERIOD TO:

PROJECT NOS.: A15-0415

CONTRACT DATE: 10/7/2015

Distribution to:

<input checked="" type="checkbox"/>	ENGINEER
<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	SID Board
<input type="checkbox"/>	
<input type="checkbox"/>	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

The undersigned CONTRACTOR certifies that to the best of the CONTRACTOR's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the CONTRACTOR for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM \$594,443.66
2. Net change by Change Orders \$2,070.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$596,513.66
4. TOTAL COMPLETED & STORED TO DATE (Column G on 703) \$561,380.29

5. RETAINAGE:

- a. 5 % of Completed Work 28,069.01
(Column D + E on 703)
- b. % of Stored Material
(Column F on 703)

Total Retainage (Lines 5a + 5b or Total in Column I of 703) \$533,311.28

6. TOTAL EARNED LESS RETAINAGE

- (Line 4 Less Line 5 Total) \$163,842.84
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$369,468.44
8. CURRENT PAYMENT DUE \$63,202.38
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ \$369,468.44

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

General Contractor:

By:  Date: 7/6/2016

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by GC	\$2,070.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$2,070.00	\$0.00
NET CHANGES by Change Order	\$2,070.00	



Project: River Oaks - Storm Sewer & Paving Section II
 Contractor: MBC Construction

Project #: A14-1455
 Date: 7/6/2016

PAY APP. #3
 Date Through: 6/30/2016

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
ITEM NO.	DESCRIPTION OF WORK	Pay Unit	Total Est. Qty	Unit Price	SCHEDULED VALUE (D * E)	Qty from previous pay appl.	Total From previous pay appl.	WORK COMPLETED Qty this Period	Total from this Period	MATERIALS PRESENTLY STORED (NOT IN USE)	TOTAL QUANTITY TO DATE (G+H)	TOTAL COMPLETED AND STORED TO DATE (H+I+K)	% (M/F)	BALANCE TO FINISH (F-M)	RETAINAGE
101	CONSTRUCT 18" RCP, CLASS III	LF	570.00	\$ 46.97	\$ 26,614.40	72.00	\$ 3,381.84	448.00	\$ 21,042.56		520.00	\$ 24,424.40	100%	\$ -	\$ 1,231.22
102	CONSTRUCT 18" RCP, CLASS III	LF	278.00	\$ 49.65	\$ 13,802.70	176.00	\$ 8,738.40	102.00	\$ 5,064.30		278.00	\$ 13,802.70	100%	\$ -	\$ 690.14
103	CONSTRUCT 24" RCP, CLASS III	LF	777.00	\$ 65.83	\$ 51,118.11	531.48	\$ 34,987.33	195.52	\$ 12,871.08		777.00	\$ 51,118.11	100%	\$ -	\$ 2,395.94
104	CONSTRUCT 30" RCP, CLASS III	LF	189.00	\$ 83.68	\$ 15,815.52	189.00	\$ 15,815.52	189.00	\$ 15,815.52		189.00	\$ 15,815.52	100%	\$ -	\$ 789.78
105	CONSTRUCT 42" RCP, CLASS III	LF	485.00	\$ 147.28	\$ 71,430.60	504.00	\$ 74,229.12	24.47	\$ 3,579.02		485.00	\$ 71,430.60	100%	\$ -	\$ 3,711.45
106	CONSTRUCT 54" LB. STORM MANHOLE	VF	23.00	\$ 451.39	\$ 10,381.93	4.53	\$ 2,051.64	24.47	\$ 10,966.02		23.00	\$ 10,381.93	100%	\$ -	\$ 787.87
107	CONSTRUCT 72" LB. STORM MANHOLE	VF	13.00	\$ 765.39	\$ 9,950.07	13.00	\$ 9,950.07	13.00	\$ 9,950.07		13.00	\$ 9,950.07	100%	\$ -	\$ 267.89
108	CONSTRUCT 84" LB. STORM MANHOLE	VF	13.00	\$ 1,120.80	\$ 14,570.40	13.00	\$ 14,570.40	13.00	\$ 14,570.40		13.00	\$ 14,570.40	100%	\$ -	\$ 733.48
109	CONSTRUCT CORR INLET - TYPE I	EA	7.00	\$ 1,600.00	\$ 11,200.00	-	\$ -	-	\$ -		7.00	\$ 11,200.00	100%	\$ -	\$ -
110	CONSTRUCT CORR INLET - TYPE II	EA	6.00	\$ 1,500.00	\$ 9,000.00	-	\$ -	-	\$ -		6.00	\$ 9,000.00	100%	\$ -	\$ -
111	CONSTRUCT 24" RC FLARED END SECTION	EA	1.00	\$ 1,994.93	\$ 1,994.93	1.00	\$ 1,994.93	1.00	\$ 1,994.93		1.00	\$ 1,994.93	100%	\$ -	\$ 99.75
112	CONSTRUCT 30" RC FLARED END SECTION	EA	1.00	\$ 2,285.02	\$ 2,285.02	1.00	\$ 2,285.02	1.00	\$ 2,285.02		1.00	\$ 2,285.02	100%	\$ -	\$ 114.25
113	CONSTRUCT 42" RC FLARED END SECTION	EA	1.00	\$ 3,800.18	\$ 3,800.18	1.00	\$ 3,800.18	1.00	\$ 3,800.18		1.00	\$ 3,800.18	100%	\$ -	\$ 190.01
114	CONSTRUCT TOS/CUT OFF WALL	EA	3.00	\$ 1,801.90	\$ 5,405.70	-	\$ -	3.00	\$ 5,405.70		3.00	\$ 5,405.70	100%	\$ -	\$ 270.29
115	CONSTRUCT RIP RAP APRON - NDOR TYPE "B"	TN	89.00	\$ 52.44	\$ 4,667.16	-	\$ -	89.00	\$ 4,667.16		89.00	\$ 4,667.16	100%	\$ -	\$ 235.96
116	CRUSHED ROCK FOR UNSUITABLE TRENCH CONDITIONS	TN	464.00	\$ 33.19	\$ 15,400.16	-	\$ -	6.00	\$ 199.14		470.00	\$ 15,599.30	100%	\$ -	\$ 207.78
117	CONSTRUCT MANHOLE RING COLLAR	EA	3.00	\$ 427.32	\$ 1,281.96	3.00	\$ 1,281.96	3.00	\$ 1,281.96		3.00	\$ 1,281.96	100%	\$ -	\$ 64.10
118	34" CONCRETE COLLAR	EA	1.00	\$ 672.79	\$ 672.79	1.00	\$ 672.79	1.00	\$ 672.79		1.00	\$ 672.79	100%	\$ -	\$ 33.64
119	42" CONCRETE PIPE COUPLER	EA	30.00	\$ 105.16	\$ 3,154.80	30.00	\$ 3,154.80	30.00	\$ 3,154.80		30.00	\$ 3,154.80	100%	\$ -	\$ 157.74
120	CONCRETE PIPE COUPLER	EA	1.00	\$ 1,673.60	\$ 1,673.60	1.00	\$ 1,673.60	1.00	\$ 1,673.60		1.00	\$ 1,673.60	100%	\$ -	\$ 30.12
121	SEEDING	AC	786.00	\$ 1.95	\$ 1,532.70	-	\$ -	1,710.00	\$ 3,334.50		1,710.00	\$ 3,334.50	236%	\$ -	\$ 166.73
122	EROSION CONTROL BLANKET, 575	SY	7.00	\$ 731.92	\$ 5,123.44	7.00	\$ 5,123.44	7.00	\$ 5,123.44		7.00	\$ 5,123.44	100%	\$ -	\$ 256.17
123	ANTI SLEEP COLLAR	EA	1.00	\$ 1,111.57	\$ 1,111.57	1.00	\$ 1,111.57	1.00	\$ 1,111.57		1.00	\$ 1,111.57	100%	\$ -	\$ 5.58
124	DEWATERING	LS	3.00	\$ 7,289.06	\$ 21,867.18	3.00	\$ 21,867.18	3.00	\$ 21,867.18		3.00	\$ 21,867.18	100%	\$ -	\$ 1,093.36
125	TIMBER SUPPORT	LS	3.00	\$ 35,703.36	\$ 107,110.08	3.00	\$ 107,110.08	3.00	\$ 107,110.08		3.00	\$ 107,110.08	100%	\$ -	\$ 1,785.17
126	OUTLET EXCAVATION	LS	2,244.00	\$ 3.77	\$ 8,459.88	-	\$ -	2,244.00	\$ 8,459.88		2,244.00	\$ 8,459.88	100%	\$ -	\$ 422.99
201	EARTHWORK - SUBGRADE PREPARATION	CY	6,731.00	\$ 35.12	\$ 236,392.72	-	\$ -	6,731.00	\$ 236,392.72		6,731.00	\$ 236,392.72	100%	\$ -	\$ 11,819.64
202	CONSTRUCT 7" CONCRETE PAVEMENT (TYPE 65)	SY	50.00	\$ 9.74	\$ 487.00	-	\$ -	50.00	\$ 487.00		50.00	\$ 487.00	100%	\$ -	\$ 24.35
203	CONSTRUCT CONCRETE PAVEMENT	LS	1.00	\$ 547.72	\$ 547.72	1.00	\$ 547.72	1.00	\$ 547.72		1.00	\$ 547.72	100%	\$ -	\$ 27.39
204	CONNECT TO EXISTING CONCRETE PAVEMENT	LS	2.00	\$ 451.39	\$ 902.78	2.00	\$ 902.78	2.00	\$ 902.78		2.00	\$ 902.78	100%	\$ -	\$ 45.14
205	ADJUST MANHOLE TO GRADE	EA	2.00	\$ 401.66	\$ 803.32	2.00	\$ 803.32	2.00	\$ 803.32		2.00	\$ 803.32	100%	\$ -	\$ 40.17
206	CONSTRUCT END OF ROAD MARKERS	EA	1.00	\$ 502.08	\$ 502.08	1.00	\$ 502.08	1.00	\$ 502.08		1.00	\$ 502.08	100%	\$ -	\$ 25.10
207	TRAFFIC CONTROL	LS	1.00	\$ 6,825.71	\$ 6,825.71	1.00	\$ 6,825.71	1.00	\$ 6,825.71		1.00	\$ 6,825.71	100%	\$ -	\$ 25.10
208	SPEED TABLE	EA	1.00	\$ 6,825.71	\$ 6,825.71	1.00	\$ 6,825.71	1.00	\$ 6,825.71		1.00	\$ 6,825.71	100%	\$ -	\$ 25.10
TOTALS															\$ 27,965.51
Change Order															
X1 Four bottom of curb inlet box															\$ 101.50
CO TOTALS															\$ 2,070.00
BID ITEMS + CO TOTALS															\$ 28,069.01

Estimates:

Pay App No.1 49,248.03
 Pay App No.2 114,495.81
 Pay App No.3 -
 Pay App No.4 -
 Pay App No.5 -
 Pay App No.6 -
 Pay App No.7 -

Original Contract \$ 594,443.66
 CO1 \$ 2,070.00
 Total Contract to Date \$ 596,513.66
 Total Work Completed to Date \$ 561,580.29
 Total Materials Stored to Date \$ 561,580.29
 Retainage \$ 561,580.29
 Net Total Due Less Retainage \$ 28,069.01
 Total Previous \$ 533,511.27
 Net Amount Due This Estimate \$ 163,842.84
 Net Amount Due This Estimate \$ 369,468.43

SID 309, River Oaks
 c/o Olsson & Associates
 2111 S 67th St. Ste 200
 Omaha, NE 68106

EST # 1514.03
 DATE 7/6/2016

Meeting: _____

NAME: Storm Sewer & Paving - Section II

ITEM NO.	DESCRIPTION	Quantity	Unit	BID		EXT	PRIOR UNITS	PRIOR \$	CURRENT		Total to Date UNITS	Total to Date \$
				UNIT \$	EXT				UNITS	\$		
101	15" RCP, CL III	520	LF	\$ 46.97	\$	24,424.40	72	\$3,381.84	448	\$21,042.56	520	\$24,424.40
102	18" RCP, CL III	278	LF	\$ 49.65	\$	13,802.70	176	\$8,738.40	102	\$5,064.30	278	\$13,802.70
103	24" RCP, CL III	727	LF	\$ 65.83	\$	47,858.41	531.48	\$34,987.33	195.52	\$12,871.08	727	\$47,858.41
104	30" RCP, CL III	189	LF	\$ 83.68	\$	15,815.52		\$0.00	189	\$15,815.52	189	\$15,815.52
105	42" RCP, CL III	495	LF	\$ 147.28	\$	72,903.60	504	\$74,229.12	0	\$0.00	504	\$74,229.12
106	54" ID Storm MH	29	VF	\$ 543.36	\$	15,757.44	4.53	\$2,461.42	24.47	\$13,296.02	29	\$15,757.44
107	72" ID Storm MH	7	VF	\$ 765.39	\$	5,357.73	7	\$5,357.73	0	\$0.00	7	\$5,357.73
108	84" ID Storm MH	13	VF	\$ 1,126.89	\$	14,649.57	13	\$14,649.57	0	\$0.00	13	\$14,649.57
109	Curb Inlet - Type I	7	EA	\$ 1,600.00	\$	11,200.00		\$0.00	0	\$0.00		\$0.00
110	Curb Inlet - Type III	6	EA	\$ 1,500.00	\$	9,000.00		\$0.00	0	\$0.00		\$0.00
111	24" RC FES	1	EA	\$ 1,994.93	\$	1,994.93	1	\$1,994.93	0	\$0.00	1	\$1,994.93
112	30" RC FES	1	EA	\$ 2,285.02	\$	2,285.02		\$0.00	1	\$2,285.02	1	\$2,285.02
113	42" RC FES	1	EA	\$ 3,800.18	\$	3,800.18	1	\$3,800.18	0	\$0.00	1	\$3,800.18
114	Const Toe/Cut Off Wall	3	EA	\$ 1,801.90	\$	5,405.70		\$0.00	3	\$5,405.70	3	\$5,405.70
115	Const Rip Rap Apron-NDOR Type B	89	TN	\$ 52.44	\$	4,667.16		\$0.00	89	\$4,667.16	89	\$4,667.16
116	Cr Rock for Unsuitable Trench	464	TN	\$ 33.19	\$	15,400.16		\$0.00	0	\$0.00		\$0.00
117	Const MH Ring Collar	9	EA	\$ 466.17	\$	4,195.53	3	\$1,398.51	6	\$2,797.02	9	\$4,195.53
118	24" PCC Collar	3	EA	\$ 427.32	\$	1,281.96	3	\$1,281.96	0	\$0.00	3	\$1,281.96
119	42" PCC Collar	1	EA	\$ 672.79	\$	672.79	1	\$672.79	0	\$0.00	1	\$672.79
120	Concrete Pipe Coupler	30	EA	\$ 105.16	\$	3,154.80	20	\$2,103.20	10	\$1,051.60	30	\$3,154.80
121	Seeding	1	AC	\$ 1,673.60	\$	1,673.60		\$0.00	0.36	\$602.50	0.36	\$602.50
122	Erosion Control Blanket, S75	726	SY	\$ 1.95	\$	1,415.70		\$0.00	1710	\$3,334.50	1710	\$3,334.50
123	Anti Seep Collar	7	EA	\$ 731.92	\$	5,123.44	7	\$5,123.44	0	\$0.00	7	\$5,123.44
124	Dewatering	1	LS	\$ 111.57	\$	111.57		\$0.00	1	\$111.57	1	\$111.57
125	Timber Support	3	EA	\$ 7,289.06	\$	21,867.18	3	\$21,867.18	0	\$0.00	3	\$21,867.18
126	Outlet Excavation	1	LS	\$ 35,703.36	\$	35,703.36		\$0.00	1	\$35,703.36	1	\$35,703.36
201	Earthwork-Subgrade Prep	2244	CY	\$ 3.77	\$	8,459.88		\$0.00	2244	\$8,459.88	2244	\$8,459.88
202	7" PCC - L65	6731	SY	\$ 35.12	\$	236,392.72		\$0.00	6731	\$236,392.72	6731	\$236,392.72
203	Const Concrete Header	50	LF	\$ 9.74	\$	487.00		\$0.00	50	\$487.00	50	\$487.00
204	Conn to Ex PCC Pmnt	1	LS	\$ 547.72	\$	547.72		\$0.00	1	\$547.72	1	\$547.72
205	Adj MH to Grade	2	EA	\$ 451.39	\$	902.78		\$0.00	2	\$902.78	2	\$902.78
206	Const End of Road Markers	2	EA	\$ 401.66	\$	803.32		\$0.00	2	\$803.32	2	\$803.32
207	Traffic Control	1	LS	\$ 502.08	\$	502.08		\$0.00	1	\$502.08	1	\$502.08
208	Speed Table	1	EA	\$ 6,825.71	\$	6,825.71		\$0.00	0.75	\$5,119.28	0.75	\$5,119.28
	EXTRAS											
X1	Install Anti-Vortex Device	3	EA	\$ 1,100.55			3	\$3,301.65	0	\$0.00	3	\$3,301.65
X2	Pour bottom of curb inlet box	1	LS	\$ 2,070.00				\$0.00	1	\$2,070.00	1	\$2,070.00
					\$	594,443.66		\$185,349.25		\$379,332.69		

EARNED TO DATE \$564,681.94
 LESS 5% RETENTION (\$28,234.10)
 DUE TO DATE \$536,447.85
 PAID TO DATE (\$166,814.33)
 BALANCE DUE THIS ESTIMATE \$369,633.51



Final Certificate of Payment

July 18, 2016

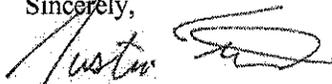
S.I.D. No. 309 of Sarpy County (River Oaks)
c/o Fullenkamp, Doyle, & Jobeun
Attn: Larry Jobeun
11440 W. Center Road
Omaha, NE 68144

RE: S.I.D. 309 (River Oaks) Storm Sewer and Paving – Section I
Contractor Pay Request
OA Project No. A14-1455

Enclosed is a Final Certificate of Payment for the work performed by Luxa Construction for the River Oaks – Storm Sewer and Paving Section I Project. 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 make payment to Luxa Construction in the amount of **\$13,934.02** for said work.

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

Sincerely,


Justin Feik

Enclosures: Pay Certificates with Back-up

F:\Projects\015-0415\60-Construction\Pay Certificates\Storm & Paving\Section I (Luxa)\Pay App #3\4. Pay Certificate Letter.doc

APPLICATION AND CERTIFICATION FOR PAYMENT

SHEET 702

PAGE 1

TO ENGINEER: PROJECT: S.L.D 309 - River Oaks APPLICATION NO: Final

Olsson Associates
2111 S. 67th Street Suite 200
Omaha, NE 68106

Distribution to:

<input checked="" type="checkbox"/>	ENGINEER
<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	SID Board
<input type="checkbox"/>	
<input type="checkbox"/>	

FROM CONTRACTOR:
Luxa Construction Company
PO Box 105, 925 E. Dixon Road
Blair, NE 68008

PERIOD TO: _____

PROJECT NOS: A15-0415

CONTRACT DATE: 10/1/2015

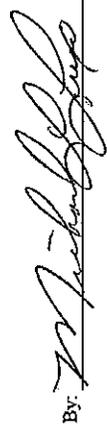
CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

The undersigned CONTRACTOR certifies that to the best of the CONTRACTOR's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the CONTRACTOR for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

1. ORIGINAL CONTRACT SUM	\$279,157.96
2. Net change by Change Orders	(\$477.56)
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$278,680.40
4. TOTAL COMPLETED & STORED TO DATE (Column G on 703)	\$278,680.40

By:  Date: 7/15/14

5. RETAINAGE:

- a. 0 % of Completed Work (Column D + E on 703)
 - b. _____ % of Stored Material (Column F on 703)
- Total Retainage (Lines 5a + 5b or Total in Column I of 703)

6. TOTAL EARNED LESS RETAINAGE	\$278,680.40
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$264,746.38
8. CURRENT PAYMENT DUE	\$13,934.02
9. BALANCE TO FINISH (Line 3 less Line 6)	\$0.00

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED\$ \$13,934.02

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By:  Date: 7/17/2016

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by GC	\$23,239.20	\$0.00
Total approved this Month	(\$23,716.76)	\$0.00
TOTALS	(\$477.56)	\$0.00
NET CHANGES by Change Order		(\$477.56)



Project: River Oaks - Storm Sewer & Paving Section I
 Contractor: Luxa Construction

Project #: A15-0415
 Date: 7/7/2016

FINAL PAY APP
 Date Through: 6/30/2016

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
ITEM NO.	DESCRIPTION OF WORK	Qty	Total Est Qty	Unit Price	Final Quantity	FINAL SCHEDULED VALUE (D+E)	Qty from previous pay appl.	Total from previous pay appl.	Qty from this Period	MATERIALS PRESENTLY IN STOCK	TOTAL QUANTITY TO DATE (G+J)	COMPLETED AND STORED TO DATE (H+K)	% (M/P)	BALANCE TO FINISH (P-M)	RETAINAGE
101	CONSTRUCT 15" RCP, CLASS III	LF	34.20	\$ 61.68	34.20	\$ 2,109.48	34.20	\$ 2,109.48	-	-	\$ 34.20	\$ 2,109.48	100%	\$ -	\$ -
102	CONSTRUCT 18" RCP, CLASS III	LF	760.00	\$ 55.17	760.00	\$ 41,929.20	760.00	\$ 41,929.20	-	-	\$ 760.00	\$ 41,929.20	100%	\$ -	\$ -
103	CONSTRUCT 24" RCP, CLASS III	LF	145.00	\$ 90.78	145.00	\$ 13,171.27	145.00	\$ 13,171.27	-	-	\$ 145.00	\$ 13,171.27	100%	\$ -	\$ -
104	CONSTRUCT 54" I.D. STORM MANHOLE	EA	27.00	\$ 756.48	27.00	\$ 20,407.02	27.00	\$ 20,407.02	-	-	\$ 27.00	\$ 20,407.02	100%	\$ -	\$ -
105	CONSTRUCT CURB INLET - TYPE II	EA	4.00	\$ 3,838.82	4.00	\$ 15,355.28	4.00	\$ 15,355.28	-	-	\$ 4.00	\$ 15,355.28	100%	\$ -	\$ -
106	CONSTRUCT 24" RCP, FLARED END SECTION	EA	1.00	\$ 2,793.15	1.00	\$ 2,793.15	1.00	\$ 2,793.15	-	-	\$ 1.00	\$ 2,793.15	100%	\$ -	\$ -
107	CONSTRUCT TIE-OUT OFF WALL	EA	1.00	\$ 2,560.39	1.00	\$ 2,560.39	1.00	\$ 2,560.39	-	-	\$ 1.00	\$ 2,560.39	100%	\$ -	\$ -
108	CONSTRUCT RIP RAP APRON - NDOR TYPE "B"	TN	18.00	\$ 87.29	19.45	\$ 1,732.71	18.85	\$ 1,732.71	0.60	-	\$ 19.85	\$ 1,732.71	100%	\$ -	\$ -
109	CRUSHED ROCK FOR UNSUITABLE TRENCH CONDITIONS	EA	161.00	\$ 39.27	-	\$ -	-	\$ -	-	-	\$ -	\$ -	0%	\$ -	\$ -
110	CONSTRUCT CONCRETE RING RETAINER	EA	2.00	\$ 280.86	2.00	\$ 561.72	2.00	\$ 561.72	-	-	\$ 2.00	\$ 561.72	100%	\$ -	\$ -
111	CONNECT TO EXISTING STORM SEWER MANHOLE	EA	1.00	\$ 640.10	1.00	\$ 640.10	1.00	\$ 640.10	-	-	\$ 1.00	\$ 640.10	100%	\$ -	\$ -
112	CONNECT TO EXISTING STORM SEWER MANHOLE	EA	1.00	\$ 640.10	1.00	\$ 640.10	1.00	\$ 640.10	-	-	\$ 1.00	\$ 640.10	100%	\$ -	\$ -
113	SEEDING	AC	176.00	\$ 1,745.72	-	\$ -	-	\$ -	-	-	\$ -	\$ -	0%	\$ -	\$ -
114	EROSION CONTROL BLANKET, S75	SY	1,193.00	\$ 11,638.14	-	\$ -	-	\$ -	-	-	\$ -	\$ -	0%	\$ -	\$ -
115	DEWATERING	LS	1,193.00	\$ 3.21	1,193.00	\$ 3,829.53	1,193.00	\$ 3,829.53	-	-	\$ 1,193.00	\$ 3,829.53	100%	\$ -	\$ -
201	EARTHWORK - SUBGRADE PREPARATION	CV	3,579.00	\$ 40.00	3,579.00	\$ 143,160.00	3,579.00	\$ 143,160.00	-	-	\$ 3,579.00	\$ 143,160.00	100%	\$ -	\$ -
202	CONSTRUCT CONCRETE CURB	EA	1.00	\$ 2,000.00	1.00	\$ 2,000.00	1.00	\$ 2,000.00	-	-	\$ 1.00	\$ 2,000.00	100%	\$ -	\$ -
203	CONSTRUCT CONCRETE HEADER	EA	25.00	\$ 20.52	25.00	\$ 513.00	25.00	\$ 513.00	-	-	\$ 25.00	\$ 513.00	100%	\$ -	\$ -
204	ADJUST MANHOLE TO GRADE	EA	6.00	\$ 473.34	6.00	\$ 2,840.04	6.00	\$ 2,840.04	-	-	\$ 6.00	\$ 2,840.04	100%	\$ -	\$ -
205	CONNECT TO EXISTING CONCRETE PAVEMENT	EA	1.00	\$ 731.81	1.00	\$ 731.81	1.00	\$ 731.81	-	-	\$ 1.00	\$ 731.81	100%	\$ -	\$ -
206	CONNECT TO EXISTING CONCRETE PAVEMENT	EA	1.00	\$ 676.65	1.00	\$ 676.65	1.00	\$ 676.65	-	-	\$ 1.00	\$ 676.65	100%	\$ -	\$ -
207	TRAFFIC CONTROL	LS	1.00	\$ 1,280.20	1.00	\$ 1,280.20	1.00	\$ 1,280.20	-	-	\$ 1.00	\$ 1,280.20	100%	\$ -	\$ -
						\$ 258,302.40		\$ 258,302.40		\$ 36.00		\$ 258,302.40	100%	\$ -	\$ -
Change Order #1															
LF	CONSTRUCT 24" RCP, CLASS III	LF	98.00	\$ 109.25	98.00	\$ 10,725.50	98.00	\$ 10,725.50	-	-	\$ 98.00	\$ 10,725.50	100%	\$ -	\$ -
EA	CONCRETE PIPE COUPLER	EA	6.00	\$ 230.00	6.00	\$ 1,380.00	6.00	\$ 1,380.00	-	-	\$ 6.00	\$ 1,380.00	100%	\$ -	\$ -
LD	SEEDING (1,500 SF)	LD	1.00	\$ 1,840.00	1.00	\$ 1,840.00	1.00	\$ 1,840.00	-	-	\$ 1.00	\$ 1,840.00	100%	\$ -	\$ -
SY	EROSION CONTROL BLANKET, S75	SY	38.00	\$ 9.20	38.00	\$ 349.60	38.00	\$ 349.60	-	-	\$ 38.00	\$ 349.60	100%	\$ -	\$ -
EA	TIMBER SUPPORT	EA	1.00	\$ 7,475.00	1.00	\$ 7,475.00	1.00	\$ 7,475.00	-	-	\$ 1.00	\$ 7,475.00	100%	\$ -	\$ -
LS	EXCAVATION FOR OUTLET	LS	1.00	\$ 1,725.00	1.00	\$ 1,725.00	1.00	\$ 1,725.00	-	-	\$ 1.00	\$ 1,725.00	100%	\$ -	\$ -
						\$ 243,378.00		\$ 243,378.00		\$ 36.00		\$ 243,378.00	100%	\$ -	\$ -
CO TOTALS						\$ 278,680.40		\$ 278,680.40		\$ 36.00		\$ 278,680.40	100%	\$ -	\$ -
BID ITEMS * CO TOTALS						\$ 278,680.40		\$ 278,680.40		\$ 36.00		\$ 278,680.40	100%	\$ -	\$ -

Original Contract	\$ 278,157.96
CO1	\$ 23,238.20
Pay App #2 Paving Discrepancy	\$ (2,066.00)
Final Contract Quantities	\$ (21,116.76)
Total Contract to Date	\$ 278,680.40
Total Work Completed to Date	\$ 278,680.40
Total Materials Stored to Date	\$ -
Total Value completed & Stored to Date	\$ 278,680.40
Retainage	\$ -
Net Total Due Less Retainage	\$ 278,680.40
Total Payments	\$ 246,126.33
Net Amount Due This Estimate	\$ 13,934.02

Footnotes:

Contractor's Progress Estimate
LUXA CONSTRUCTION CO., INC.
P.O. Box 105 925 E. Dixon Road Blair, NE 68008
(402) 426-2778 FAX (402) 426-2783

SID 309 River Oaks
Storm Section 1
Olsson Associates

Item	Description	Contract		Bid Date: 9/10/2015		Prior Done	Done Current	Current Amount	Done To Date	Total Amount
		Qty	Unit	Unit Price	Total					
101	15" RCP	34	LF	61.68	\$ 2,097.12	34.2	0	\$ -	34.2	\$2,109.46
102	18" RCP	760	LF	65.17	\$ 49,529.20	760	0	\$ -	760	\$49,529.20
103	24" RCP	145	LF	90.78	\$ 13,163.10	145.09	0	\$ -	145.09	\$13,171.27
104	54" MANHOLE	27	VF	756.48	\$ 20,424.96	28.49	0	\$ -	28.49	\$21,552.12
105	CURB INLET TYPE I	2	EA	3273.93	\$ 6,547.86	2	0	\$ -	2	\$6,547.86
106	CURB INLET TYPE III	1	EA	3838.66	\$ 3,838.66	1	0	\$ -	1	\$3,838.66
107	24" FES	1	EA	2793.15	\$ 2,793.15	1	0	\$ -	1	\$2,793.15
108	CONSTRUCT TOE/CUTOFF WALL	1	EA	2560.39	\$ 2,560.39	1	0	\$ -	1	\$2,560.39
109	RIP RAP APRON	18	TON	87.29	\$ 1,571.22	19.85	0	\$ -	19.85	\$1,732.71
110	ROCK FOR UNSUITABLE	161	TON	39.57	\$ 6,370.77	0	0	\$ -	0	\$0.00
111	CONCRETE RING RETAINER	2	EA	290.96	\$ 581.92	2	0	\$ -	2	\$581.92
112	CONNECT TO EXISTING	1	EA	640.10	\$ 640.10	1	0	\$ -	1	\$640.10
113	SEEDING	1	AC	1745.72	\$ 1,745.72	0	0	\$ -	0	\$0.00
114	EROSION CONTROL BLANKET	176	SY	2.33	\$ 410.08	0	0	\$ -	0	\$0.00
115	DEWATERING	1	LS	11638.14	\$ 11,638.14	0	0	\$ -	0	\$0.00
201	EARTHWORK SUBGRADE PREP	1193	CY	3.81	\$ 4,545.33	1193	0	\$ -	1193	\$4,545.33
202	7" PAVEMENT	3578	SY	40.43	\$ 144,658.54	3578	0	\$ -	3578	\$144,658.54
203	HEADER	25	LF	20.52	\$ 513.00	25	0	\$ -	25	\$513.00
204	ADJUST MANHOLE	6	EA	473.34	\$ 2,840.04	6	0	\$ -	6	\$2,840.04
205	CONNECT TO PAVEMENT	1	LS	731.81	\$ 731.81	1	0	\$ -	1	\$731.81
206	END OF ROAD MARKERS	1	EA	676.65	\$ 676.65	1	0	\$ -	1	\$676.65
207	TRAFFIC CONTROL	1	LS	1280.2	\$ 1,280.20	1	0	\$ -	1	\$1,280.20
X1	Construction 24" RCP	96	LF	109.25	\$ 10,488.00	96	0	\$ -	96	\$10,488.00
X2	Concrete Pipe Coupler	6	EA	230.00	\$ 1,380.00	3	0	\$ -	3	\$690.00
X3	Seeding (1500 SF)	1	LS	1840.00	\$ 1,840.00	0	0	\$ -	0	\$0.00
X4	Erosion Control Blanket	36	SY	9.20	\$ 331.20	0	0	\$ -	0	\$0.00
X5	Timber Support	1	EA	7475.00	\$ 7,475.00	1	0	\$ -	1	\$7,475.00
X7	Excavation for Outlet	1	LS	1725.00	\$ 1,725.00	1	0	\$ -	1	\$1,725.00
X9	R & R Curb and Gutter	1	LF	40.00	\$ -	0	0	\$ -	0	\$0.00
X10	R & R Pavement -	1	SY	75.00	\$ -	0	0	\$ -	0	\$0.00
X11	Deduct for Core Thickness on Panels	1	LS	-2000.00	\$ -	1	0	\$ -	1	(\$2,000.00)

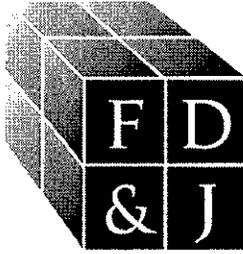
Est. Date
6/30/2016

Est. #
15160.2

Contractor's Progress Estimate
LUXA CONSTRUCTION CO., INC.
 P.O. Box 105 925 E. Dixon Road Blair, NE 68008
 (402) 426-2778 FAX (402) 426-2783

SID 309 River Oaks
 Storm Section I
 Olsson Associates

Item	Description	Contract Q'tys	Unit	Bid Date: 9/10/2015		Est. Date		Total Amount
				Unit Price	Total	Done Current	Current Amount	
TOTAL CONTRACT \$				302,397.16				
TOTAL ESTIMATED WORK COMPLETED \$278,680.40 LESS 0% RETENTION \$0.00 LESS AMOUNT PREVIOUSLY BILLED (\$264,746.38) AMOUNT DUE LUXA \$13,934.02								



FULLENKAMP
DOYLE &
JOBEUN

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

July 19, 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 MBC Construction for completion of a portion of the Storm Sewer and Paving – Section II (COP #3) improvements; and payment to Luxa Construction Company for completion of the Sanitary Sewer & Paving – Section I improvements (COP #FINAL) (5.0%).

LEGAL FEES:

\$19,170.12

EXPENSES: Filing Fees, Publications, Copying,
& Postage

\$ -0-

TOTAL AMOUNT DUE:

\$19,170.12

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

Invoice

601 P St Suite 200
 PO Box 84608
 Lincoln, NE 68501-4608
 Tel 402.474.6311, Fax 402.474.5063

June 29, 2016
 Invoice No: 255663

SID 309 River Oaks
 c/o Fullenkamp, Doyle, & Jobeun
 Attn: Brianna Johnson
 11440 W Center Road
 Omaha, NE 68144

Invoice Total	\$20,750.10
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OA Project No. A15-0415 SID 309 River Oaks
 Professional services rendered May 8, 2016 through June 11, 2016.

Phase	002	SID Administration				
					Total this Phase	0.00

Phase	100	Phase 1 Sanitary Sewer Design				
Fee						
Billing Phase		Fee	Percent Complete	Billed To Date	Previous Fee Billing	Current Fee Billing
Phase 1 Sanitary Sewer Design		36,000.00	100.00	36,000.00	36,000.00	0.00
Total Fee		36,000.00		36,000.00	36,000.00	0.00
		Subtotal				0.00
				Total this Phase		0.00

Phase	110	Phase 1 Storm Sewer Design				
Fee						
Billing Phase		Fee	Percent Complete	Billed To Date	Previous Fee Billing	Current Fee Billing
Phase 1 Storm Sewer Design		40,100.00	100.00	40,100.00	40,100.00	0.00
Total Fee		40,100.00		40,100.00	40,100.00	0.00
		Subtotal				0.00
				Total this Phase		0.00

Phase	120	Phase 1 Paving Design				
Fee						

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Billing Phase	Fee	Percent Complete	Billed To Date	Previous Fee Billing	Current Fee Billing
Phase 1 Paving Design	36,500.00	100.00	36,500.00	36,500.00	0.00
Total Fee	36,500.00		36,500.00	36,500.00	0.00
Subtotal					0.00
Total this Phase					0.00

Phase 130 Phase 1 Water Coordination

Billing Phase	Fee	Percent Complete	Billed To Date	Previous Fee Billing	Current Fee Billing
Phase 1 Water Coordination	12,600.00	100.00	12,600.00	12,600.00	0.00
Total Fee	12,600.00		12,600.00	12,600.00	0.00
Subtotal					0.00
Total this Phase					0.00

Phase 140 Phase 1 Power Coordination

Billing Phase	Fee	Percent Complete	Billed To Date	Previous Fee Billing	Current Fee Billing
Phase 1 Power Coordination	5,400.00	100.00	5,400.00	5,400.00	0.00
Total Fee	5,400.00		5,400.00	5,400.00	0.00
Subtotal					0.00
Total this Phase					0.00

Phase 200 Phase 1 Sanitary Sewer Construction

Billing Phase	Fee	Percent Complete	Billed To Date	Previous Fee Billing	Current Fee Billing
Phase i Sanitary Sewer Construction	52,000.00	100.00	52,000.00	52,000.00	0.00
Total Fee	52,000.00		52,000.00	52,000.00	0.00
Subtotal					0.00

Internal Unit Billing

Field Vehicle	391.0 Miles @ 0.75	293.25	
Field Vehicle	46.0 Miles @ 0.75	34.50	
Field Vehicle	291.0 Miles @ 0.75	218.25	
Total Internal Units		546.00	546.00

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Total this Phase \$546.00

Phase 210 Phase 1 Storm Sewer Construction
Fee

Billing Phase	Fee	Percent Complete	Billed To Date	Previous Fee Billing	Current Fee Billing
Phase 1 Storm Sewer Construction	36,500.00	100.00	36,500.00	27,375.00	9,125.00
Total Fee	36,500.00		36,500.00	27,375.00	9,125.00
		Subtotal			9,125.00

Internal Unit Billing

Field Vehicle	35.0 Miles @ 0.75	26.25
Field Vehicle	16.0 Miles @ 0.75	12.00
Total Internal Units		38.25 38.25

Total this Phase \$9,163.25

Phase 220 Phase 1 Paving Construction
Fee

Billing Phase	Fee	Percent Complete	Billed To Date	Previous Fee Billing	Current Fee Billing
Phase 1 Paving Construction	40,100.00	75.00	30,075.00	20,050.00	10,025.00
Total Fee	40,100.00		30,075.00	20,050.00	10,025.00
		Subtotal			10,025.00

Internal Unit Billing

Field Vehicle	32.0 Miles @ 0.75	24.00
Field Vehicle	33.0 Miles @ 0.75	24.75
Survey Supplies		167.10
Total Internal Units		215.85 215.85

Total this Phase \$10,240.85

Phase 230 Phase 1 Water Construction & Coordination
Fee

Billing Phase	Fee	Percent Complete	Billed To Date	Previous Fee Billing	Current Fee Billing
Phase 1 Water Construction & Coord	17,600.00	50.00	8,800.00	8,800.00	0.00
Total Fee	17,600.00		8,800.00	8,800.00	0.00
		Subtotal			0.00

Total this Phase 0.00

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Phase 250 Power Construction & Coordination
Fee

Billing Phase	Fee	Percent Complete	Billed To Date	Previous Fee Billing	Current Fee Billing
Power Construction & Coordination	5,400.00	50.00	2,700.00	2,700.00	0.00
Total Fee	5,400.00		2,700.00	2,700.00	0.00
Subtotal					0.00
Total this Phase					0.00

Phase 270 SWPPP Inspections
Fee

Number of Inspections	1.00				
Fee Each	800.00				
Subtotal	800.00				
Subtotal					800.00
Total this Phase					\$800.00

AMOUNT DUE THIS INVOICE \$20,750.10

Outstanding Invoices

Number	Date	Balance
252074	4/29/2016	24,449.60
253917	5/26/2016	11,186.65
Total		35,636.25

Authorized By: Eric Galley

AGENDA

Sanitary and Improvement District No. 309 of Sarpy County, Nebraska (River Oaks); meeting to be held July 19, 2016, at 5:15 p.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. Vote on and approve the Resolution of Necessity for the District to enter into Underground Service Agreement and related Agreement (for street lighting) with Omaha Public Power District, for the construction of the underground electrical distribution system in Phase I B of the District, the same having been adopted, in form, at the June 6, 2016 meeting of the District.

3. Present Change Order No. 2 in re: the Storm Sewer & Paving Section I, for a net decrease in the contract amount of (\$23,716.76); vote on and approve the same; Chairman to acknowledge on behalf of the District.

4. Present below items for approval and payment from the General Fund Account of the District:

- a. Omaha Public Power District for power supply and street lighting \$ 791.98
(acct. no. 3802813621).
- b. Olsson Associates for engineering services relating to general main- \$ 568.41
tenance and SWPPP services (No. 255636).
- c. Kuehl Capital Corporation for municipal advisory services related to \$ 34.01
General Fund warrants issued at this meeting (2.5%).
- d. West Gate Bank for underwriting services related to General Fund \$ 3.49
warrants issued at this meeting (0.25%).

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

- a. MBC Construction, Inc. for completion of a portion of the Storm Sewer \$369,468.44
and Paving – Section II improvements (COP #3).

- | | | |
|----|---|-------------|
| b. | Luxa Construction for completion of the Storm Sewer & Paving Section I improvements (Final Cert. of Payment). | \$13,934.02 |
| c. | Olsson Associates for engineering and design fees relating to various construction projects of the District (No. 255663). | \$20,750.10 |
| d. | Omaha Public Power District for construction of the underground electrical distribution system in Phase I B and pursuant to the USA by and between the District and OPPD. | \$82,350.00 |
| e. | Fullenkamp, Doyle & Jobeun for legal services rendered in connection with Items a., b. and d. hereinabove (5%). | \$23,287.62 |
| f. | Kuehl Capital Corporation for municipal advisory services related to Construction Fund warrants issued at this meeting (2.5%). | \$12,744.75 |
| g. | West Gate Bank for underwriting services related to Construction Fund warrants issued at this meeting (0.25%). | \$ 1,306.34 |

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